



WINNEBAGO COUNTY

— ILLINOIS —

REVISED

AGENDA

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

Thursday, September 4, 2025
6:00 p.m.

1. **Call to Order** **Chairman Joseph Chiarelli**
2. **Invocation and Pledge of Allegiance**.....**Board Member Brad Lindmark**
3. **Agenda Announcements**..... **Chairman Joseph Chiarelli**
4. **Roll Call** **Clerk Lori Gummow**
5. **Awards, Presentations, Public Hearings and Public Participation**
 - A. Awards – None
 - B. Presentations – Winnebago County Sheriff Gary Caruana, CALEA (Commission on Accreditation for Law Enforcement Agencies) Announcement and Life Saving Award to Deputy Andrew Shaner
 - C. Public Hearings – None
 - D. Public Participation – None
6. **Approval of Minutes** **Chairman Joseph Chiarelli**
 - A. Approval of July 24, 2025 minutes
 - B. Layover of August 14, 2025 minutes
7. **Consent Agenda**..... **Chairman Joseph Chiarelli**
 - A. Raffle Report
 - B. Auditor’s Report
8. **Appointments (Per County Board rules, Board Chairman appointments shall lay over until the second board meeting after they are first introduced)**
 - A. Winnebago County Rail Authority, Annual Compensation: None
 1. Isidro Barrios (New Appointment), Rockford, Illinois, to serve up to a 5-year term expiring September 2030
9. **Reports of Standing Committees**.....**Chairman Joseph Chiarelli**

- A. Finance Committee.....**John Butitta, Committee Chairman**
1. Committee Report
 2. Ordinance for a Budget Amendment for Probation Emergency Boiler Replacement to be Laid Over
 3. Ordinance for a Budget Amendment for Circuit Court Year-End Adjustments to be Laid Over
 4. Ordinance Amending the Winnebago County Code of Ordinances by the Addition of Article VIII to Chapter 78, Imposing a County Grocery Retailers' Occupation Tax and County Grocery Service Occupation Tax to be Laid Over
 5. Annual Appropriation Ordinance Fiscal Year 2026 to be Laid Over
 6. Resolution Authorizing Settlement of a Claim Against the County of Winnebago Entitled Jason Ferro versus Winnebago County
 7. Resolution Approving the Purdue Pharma, L.P. Bankruptcy Plan and Execution of the Governmental Entity Settlement Agreement Sackler Release (Opioid Litigation)
 8. Resolution Authorizing the County of Winnebago, Illinois's Participation in Eight Defendant Settlements (Alvogen, Amneal, Apotex, Hikma, Indivior, Mylan, Sun Pharma and Zydus) (Opioid Litigation)
- B. Zoning Committee **Jim Webster, Committee Chairman**
- Planning and/or Zoning Requests:
1. SU-03-25 A special use permit for mining to allow a gravel extraction operation (renewal) in the AG, Agricultural Priority District for the property that is commonly known as 11150 and 11184 N. Main Street, Rockton, IL 61072 in Rockton Township, District 2, to be laid over.
 2. V-02-25 A variation of Section 4.11 to allow a front yard building setback of 19 feet instead of the required established building setback of 60 feet (for the purpose of expanding an existing attached garage from a 2 car to a 4+ car) for the property that is commonly known as 3802 Brookview Road, Rockford, IL 61107 In Rockford Township, District 16, to be laid over.
 3. V-03-25 A variation of Section 23.8.3 A.3. to allow an additional driveway access point for a single-family dwelling use (to a garage) for the property that is commonly known as 3802 Brookview Road, Rockford, IL 61107 in Rockford Township, District 16, to be laid over. *Requires a favorable vote by 3/4 of all members of the county board to pass.
 4. SU-05-25 A special use permit for a wedding and/or reception facility in the AG, Agricultural Priority District for the property that is commonly known as 14578 Center Road, Durand, Illinois 61024 in Laona Township, District 2, to be laid over.
 5. Z-04-25 A map amendment to rezone 7.56 +/- acres from the AG, Agricultural Priority District to the RA, Rural Agricultural Residential District (a sub-district of the RA District) for the property that is commonly known as 14228 Hauley Road, Durand, IL 61024 in Shirland Township, District 2, to be laid over.
 6. SU-06-25 A special use permit for an accessory living quarters in the RA, Rural Agricultural Residential District (a sub-district of the RA District) for the property that is commonly known as 14228 Hauley Road, Durand, IL 61024 in Shirland Township, District 2, to be laid over.
 7. Committee Report

- C. Economic Development Committee **John Sweeney, Committee Chairman**
 - 1. Committee Report
 - 2. Resolution Approving Ten Thousand Dollars (\$10,000) from Host Fees to GoRockford, Formerly Known as the Rockford Area Convention and Visitors Bureau (RACVB) to Support the 2025 Stroll on State Event
 - 3. Resolution of the County Board of the County of Winnebago, Illinois Approving the Support of and Participation in the 2026-2030 Comprehensive Economic Development Strategy (CEDS) for Northern Illinois Region
 - 4. Resolution to Grant One Hundred and Fifty Thousand Dollars (\$150,000) from Host Fees to the Pec Playhouse Theatre for Building Capital Improvements

- D. Operations and Administrative Committee **Keith McDonald, Committee Chairman**
 - 1. Committee Report
 - 2. Resolution Awarding Professional Services to Pre-Qualified Vendors for Architects and Engineering Support
 - 3. Resolution Awarding Purchase of Two Adult Probation Vehicle Replacements Using CIP Funds
Cost: \$63,405
 - 4. Resolution Awarding Electricity Services

- E. Public Works Committee **Dave Tassoni, Committee Chairman**
 - 1. Committee Report
 - 2. (25-047) Resolution Authorizing an Amendment to an Engineering Agreement with Chastain & Associates, LLC for Additional Hydraulics Design Services Associated with an Extension of the Perryville Path (Section: 23-00717-00-BT)
Cost: 29,639.24 C.B. District: 7
 - 3. (25-048) An Ordinance Amending Chapter 82 of the Winnebago County Code Regulating the Placement of Utilities and Facilities within the Rights-of-way of Winnebago County Highways
Cost: N/A C.B. District: County Wide
 - 4. (25-049) Resolution Authorizing a Professional Services Agreement with Hey and Associates, Inc. for Restoration of Madigan Creek – Phase 1 (Section: 25-00736-00-DR)
Cost: \$135,500 C.B. District: 8, 11
 - 5. (25-050) Resolution Authorizing the Adoption of the Updated Multi-Hazard Mitigation Plan for Winnebago County, Illinois.
Cost: N/A C.B. District: County Wide

- F. Public Safety and Judiciary Committee.....**Brad Lindmark, Committee Chairman**
 - 1. Committee Report
 - 2. Resolution Authorizing the Chairman of the County Board to Execute an Intergovernmental Agreement with the Greater Rockford Airport Authority for Fire and EMS Dispatch Services
 - 3. Resolution Authorizing the Winnebago County Board Chairman to Execute an Agreement with Target Solutions Learning, LLC, d/b/a Vector Solutions, to provide Frontline Public Safety Solutions Software for the Office of Professional Standards

10. Unfinished BusinessChairman Joseph Chiarelli

Appointments read in on July 24, 2025

- A. Hulse Cemetery of Pecatonica, Annual Compensation: None
 - 1. Susan Bryant Burns (New Appointment), Beloit, Wisconsin, to serve a 6-year term (Carolyn Wise) expiring May 2031
 - 2. Deborah High (Reappointment), Pecatonica, Illinois, to serve a 6-year term expiring May 2031
- B. Otter Creek Lake Utility District
 - 1. Fred Kile (Reappointment), Davis, Illinois, to serve a 5-year term expiring May 2030
- C. Emergency Telephone System Board (ETSB), Annual Compensation: None
 - 1. Rockton Fire Chief Kirk Wilson (New Appointment), Rockton, Illinois, to serve remainder of a 3-year term (Win-Bur-Sew Fire Chief Dave Loria) expiring April 2026
 - 2. Shawn Connors (Reappointment), Rockton, Illinois, to serve a 3-year term expiring April 2028
- D. Community Action Agency, Annual Compensation: None
 - 1. Dorothy Redd (Reappointment), Rockford, Illinois, to serve a 1-year term expiring May 2026

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

- A. Resolution Amending the Organizational Structure of the County Board of the County of Winnebago, Illinois

12. Announcements & Communications Clerk Lori Gummow

- B. Correspondence (see packet)

13. AdjournmentChairman Joseph Chiarelli

Next Meeting: Thursday, September 25, 2025

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

Approval of Minutes

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

1. Chairman Chiarelli Called to Order the Regular Adjourned Meeting of the Winnebago County Board for Thursday, July 24, 2025 at 6:01 p.m.
2. Board Member McCarthy gave the invocation and led the Pledge of Allegiance.
3. Agenda Announcements:

Under Legislative and Lobbying Committee

Remove Agenda Item 2.

Resolution Authorizing the Winnebago County Board Chairman to Execute the First Amendment to the Professional Services Agreement by and between the Ferguson Group ("TFG") and the County of Winnebago for Grant Writing Services

4. Roll Call: 15 Present. 5 Absent. (Board Members Arena, Booker, Butitta, De La Trinidad, Fellars, Goral, Hoffman, McCarthy, Nabors, Scrol, Sweeney, Tassoni, M. Thompson, R. Thompson, and Webster. (Board Members Hanserd, Lindmark, McDonald, Penney, and Valdez were absent.)

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

Board Member Penney joined remotely at 6:04 p.m.

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

5. Awards - None
- Presentations- None
- Public Hearings - None
- Public Participation - None

APPROVAL OF MINUTES

6. Chairman Chiarelli entertained a motion to approve the Minutes. Board Member Hoffman made a motion to approve County Board Minutes of June 12, 2025 and layover County Board Minutes of June 26, 2025, seconded by Board Member McCarthy. Motion was approved by a unanimous vote of all members present. (Board Members Hanserd, Lindmark, McDonald, and Valdez were absent.)

CONSENT AGENDA

7. Chairman Chiarelli entertained a motion to approve the Consent Agenda for July 24, 2025. Board Member Hoffman made a motion to approve the Consent Agenda which includes the Raffle Report and Auditor's Report, seconded by Board Member Booker. Motion was approved by a unanimous vote of all members present. (Board Members Hanserd, Lindmark, McDonald, and Valdez were absent.)

APPOINTMENTS

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

A. Hulse Cemetery of Pecatonica, Annual Compensation: None

1. Susan Bryant-Burns (New Appointment), Beloit, Wisconsin, to serve a 6-year term (Carolyn Wise) expiring May 2031
2. Deborah High (Reappointment), Pecatonica, Illinois, to serve a 6-year term expiring May 2031

B. Otter Creek Lake Utility District

1. Fred Kile (Reappointment), Davis, Illinois, to serve a 5-year term expiring May 2030

C. Emergency Telephone System Board (ETSB), Annual Compensation: None

1. Rockton Fire Chief Kirk Wilson (New Appointment), Rockton, Illinois, to serve remainder of a 3-year term (Win-Bur-Sew Fire Chief Dave Loria) expiring April 2026
2. Shawn Connors (Reappointment), Rockton, Illinois, to serve a 3-year term expiring April 2028

D. Community Action Agency, Annual Compensation: None

1. Dorothy Redd (Reappointment), Rockford, Illinois, to serve a 1-year term expiring May 2026

REPORTS FROM STANDING COMMITTEES

FINANCE COMMITTEE

9. Board Member Butitta made a motion to approve a Resolution Authorizing an Increase in the Salary of the Winnebago County Public Defender, seconded by Board Member Sweeney. Discussion by Board Member Butitta. Motion was approved by a unanimous vote of all members present. (Board Members Hanserd, Lindmark, McDonald, and Valdez were absent.)
10. Board Member Butitta read in for the first reading of an Ordinance for a Budget Amendment for Public Defender Funding to be Laid Over. Board Member Butitta made a motion to suspend the rules, seconded by Board Member Webster. Motion to suspend was approved by a unanimous vote of all members present. (Board Members Hanserd, Lindmark, McDonald, and Valdez were absent.) Board Member Butitta made a motion to approve the Ordinance, seconded by Board Member Webster. Motion was approved by a unanimous vote of all members present. (Board Members Hanserd, Lindmark, McDonald, and Valdez were absent.)
11. Board Member Butitta read in for the first reading of an Ordinance for a Budget Amendment CJC Elevator Rebuild to be Laid Over. Board Member Butitta made a motion to suspend the rules, seconded by Board Member Sweeney. Motion to suspend was approved by a unanimous vote of all members present. (Board Members Hanserd, Lindmark, McDonald, and Valdez were absent.) Board Member Butitta made a motion to approve the Ordinance, seconded by Board Member Sweeney. Motion was approved by a unanimous vote of all members present. (Board Members Hanserd, Lindmark, McDonald, and Valdez were absent.)

ZONING COMMITTEE

12. No Report.

ECONOMIC DEVELOPMENT COMMITTEE

13. No Report.

OPERATIONS & ADMINISTRATIVE COMMITTEE

14. Board Member Butitta made a motion to approve a Resolution Awarding Purchase of Replacement Jail Transport Vehicle for Winnebago County Sheriff's Office Using CIP PSST 2025 Funds, seconded by Board Member Hoffman. Discussion by Board Member Butitta. Motion was approved by a unanimous vote of all members present. (Board Members Hanserd, Lindmark, McDonald, and Valdez were absent.)
15. Board Member Butitta made a motion to approve a Resolution Awarding Purchase of a Boat Replacement for Sheriff's Office Using CIP 2025 Funds, seconded by Board Member McCarthy. Discussion by Board Member Butitta. Motion was approved by a unanimous vote of all members present. (Board Members Hanserd, Lindmark, McDonald, and Valdez were absent.)
16. Board Member Butitta made a motion to approve a Resolution Awarding Architecture and Engineering Contract for Juvenile Detention Center Expansion Project, seconded by Board Member Hoffman. Discussion by Board Members Butitta, Arena, Penney, Nabors, Goral. Board

Member Penney made a motion to send back to committee, seconded by Board Member Arena. Motion to send back to committee was approved by a unanimous vote of all members present. (Board Members Hanserd, Lindmark, McDonald, and Valdez were absent.)

17. Board Member Butitta made a motion to approve a Resolution Awarding Purchase of Email Archiving Software Using CIP 2025 Funds, seconded by Board Member M. Thompson. Discussion by Board Member Butitta. Motion was approved by a unanimous vote of all members present. (Board Members Hanserd, Lindmark, McDonald, and Valdez were absent.)
18. Board Member Butitta made a motion to approve a Resolution Awarding Purchase of Law Library Furniture Upgrades, seconded by Board Member Webster. Discussion by Board Member Butitta. Motion was approved by a unanimous vote of all members present. (Board Members Hanserd, Lindmark, McDonald, and Valdez were absent.)

PUBLIC WORKS COMMITTEE

19. Board Member Tassoni made a motion to approve (25-042) Resolution Authorizing the Award of Bid for Harrison Avenue Pavement Patching (Section 25-0000-04-GM), seconded by Board Member Booker. Discussion by Board Member Tassoni. Motion was approved by a unanimous vote of all members present. (Board Members Hanserd, Lindmark, McDonald, and Valdez were absent.)

PUBLIC SAFETY AND JUDICIARY COMMITTEE

20. Board Member Booker made a motion to approve a Resolution Authorizing Execution of an Intergovernmental Agreement for Participation in the Mutual Aid Box Alarm System (MABAS Master Agreement 2022), seconded by Board Member Nabors. Discussion by Board Member Booker. Board Member Booker introduced Winnebago County Emergency Services Directory Slade Barry. Motion was approved by a unanimous vote of all members present. (Board Members Hanserd, Lindmark, McDonald, and Valdez were absent.)

LEGISLATIVE AND LOBBYING COMMITTEE

21. No Report.

UNFINISHED BUSINESS

22. **Appointments read in on June 12, 2025**

Board Member Nabors made a motion to approve Appointments A. and B. (as listed below), seconded by Board Member Booker. Motion was approved by a unanimous vote of all members present. (Board Members Hanserd, Lindmark, McDonald, and Valdez were absent.)

A. Cherry Valley Fire Protection District, Annual Compensation: \$4,500

1. Karl Ericksen (Reappointment), Cherry Valley, Illinois, to serve a 3-year term expiring May 2028
- B. Win-Bur-Sew Fire Protection District, Annual Compensation: \$1,500
 1. Charles Meyers, Sr. (Reappointment), Rockford, Illinois, to serve a 3-year term expiring May 2028

NEW BUSINESS

23. **(Per County Board rules, passage will require a suspension of Board rules).**
 - A. Chairman Chiarelli entertained a motion to approve the Resolution. Board Member Arena made a motion to approve a Resolution Adopting the Organizational Structure of the County Board of the County of Winnebago, Illinois, seconded by Board Member Fellars. Discussion by Board Member Goral and Arena. Board Member Arena made a motion to suspend the rules, seconded by Board Member Sweeney. Motion to suspend was approved by a unanimous vote of all members present. (Board Members Hanserd, Lindmark, McDonald, and Valdez were absent.) Board Member Arena made a motion to approve the Resolution, seconded by Board Member Fellars. Discussion by Board Member Arena. Motion was approved by a unanimous vote of all members present. (Board Members Hanserd, Lindmark, McDonald, and Valdez were absent.)

ANNOUNCEMENTS & COMMUNICATION

24. County Clerk Gummow submitted the Items Listed Below as Correspondence which were "Placed on File" by Chairman Chiarelli:
 - A. County Clerk Gummow submitted from the United States Nuclear Regulatory Commission the following:
 - a. Monthly Notice; Applications and Amendments to Facility Operating Licenses and Combined Licenses Involving No Significant Hazards Considerations
 - b. Federal Register/Vol. 90, No. 128/Tuesday, July 8, 2025/Notices
 - B. County Clerk Gummow submitted a Monthly Report from the Winnebago County Clerk and Winnebago County Recorder's Office for May and June, 2025.
 - C. County Clerk Gummow submitted from Theresa Grennan, Winnebago County Treasurer the following:
 - a. Collateralization Report – as of May 31, 2025
 - b. Investment Report - as of May 1, 2025
 - c. Winnebago County Treasurer Bank Balances – May, 2025

Board Member M. Thompson encouraged all to attend the Rhythm of the Heart Festival in Loves Park on Saturday.

Board Member Tassoni inquired about an Election schedule.

Board Member Booker announced he is not a member of the Oath Keepers Organization.

Board Member Sweeney spoke of a meeting he had with a member of Carrie Lynn Center.

Chief Information Officer Magers reminded all about cybersecurity.

Board Member Booker spoke of VIP appreciation night at the upcoming Winnebago County Fair.

ADJOURNMENT

25. Chairman Chiarelli entertained a motion to adjourn. County Board Member Webster moved to adjourn the meeting, seconded by Board Member M. Thompson. Motion was approved by a voice vote. (Board Members Hanserd, Lindmark, McDonald, and Valdez were absent.) The meeting was adjourned at 6:31 p.m.

Respectfully submitted,



Lori Gummow

County Clerk

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**REGULAR ADJOURNED MEETING
WINNEBAGO COUNTY BOARD
AUGUST 14, 2025**

1. Chairman Chiarelli Called to Order the Regular Adjourned Meeting of the Winnebago County Board for Thursday, August 14, 2025 at 6:11 p.m.
2. Board Member Hoffman gave the invocation and led the Pledge of Allegiance.
3. Agenda Announcements:

County Administrator Thompson reminded Board Members of the Committee of the Whole Meeting following the Regular Adjourned Meeting of the County Board.

4. Roll Call: 11 Present. 9 Absent. (Board Members Arena, Booker, Butitta, De La Trinidad, Hoffman, Lindmark, McCarthy, Tassoni, M. Thompson, R. Thompson, and Webster. (Board Members Fellars, Goral, Hanserd, McDonald, Nabors, Penney, Scrol, Sweeney, and Valdez were absent.)

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

Board Member Penney joined remotely at 6:14 p.m.

Chairman Chiarelli observed a moment of silence for the passing of Board Member Hanserd's step-father and Chief of Operations Officer Dornbush's father.

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

5. Awards - None
- Presentations- None
- Public Hearings - None
- Public Participation - None

APPROVAL OF MINUTES

6. Chairman Chiarelli entertained a motion to approve the Minutes. Board Member Hoffman made a motion to approve County Board Minutes of June 26, 2025 and layover County Board Minutes of July 24, 2025, seconded by Board Member Lindmark. Motion was approved by a unanimous

vote of all members present. (Board Members Fellars, Goral, Hanserd, McDonald, Nabors, Scrol, Sweeney, and Valdez were absent.)

CONSENT AGENDA

7. Chairman Chiarelli entertained a motion to approve the Consent Agenda for August 14, 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 McCarthy. Motion was approved by a unanimous vote of all members present. (Board Members Fellars, Goral, Hanserd, McDonald, Nabors, Scrol, Sweeney, and Valdez were absent.)

APPOINTMENTS

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

REPORTS FROM STANDING COMMITTEES

FINANCE COMMITTEE

9. No Report.

ZONING COMMITTEE

10. No Report.

ECONOMIC DEVELOPMENT COMMITTEE

11. Board Member Lindmark 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 Rockford Machined Products LLC (RMP), seconded by Board Member Webster. Motion was approved by a unanimous vote of all members present. (Board Members Fellars, Goral, Hanserd, McDonald, Nabors, Scrol, Sweeney, and Valdez were absent.)

OPERATIONS & ADMINISTRATIVE COMMITTEE

12. Board Member Butitta made a motion to approve a Resolution Establishing the Date, Time, and Location of Each Meeting of The Winnebago County Board, seconded by Board Member McCarthy. (Board Members Fellars, Goral, Hanserd, McDonald, Nabors, Scrol, Sweeney, and Valdez were absent.)

13. Board Member Butitta made a motion to approve a Resolution Establishing the County Holiday Schedule for 2026, seconded by Board Member M. Thompson. Motion was approved by a unanimous vote of all members present. (Board Members Fellars, Goral, Hanserd, McDonald, Nabors, Scrol, Sweeney, and Valdez were absent.)
14. Board Member Butitta made a motion to approve a Resolution Reappointing John Butitta to the Board of Trustees of the Northern Illinois Land Bank Authority, seconded by Board Member Arena. Motion was approved by a voice vote. Board Member Butitta abstained. (Board Members Fellars, Goral, Hanserd, McDonald, Nabors, Scrol, Sweeney, and Valdez were absent.)

PUBLIC WORKS COMMITTEE

15. Board Member Tassoni made a motion to approve (25-043) Resolution Authorizing the Award of Bid for Forest Hills Road Safety Improvements (Section 25-00751-00-SP), seconded by Board Member M. Thompson. Discussion by Board Member Tassoni. Motion was approved by a unanimous vote of all members present. (Board Members Fellars, Goral, Hanserd, McDonald, Nabors, Scrol, Sweeney, and Valdez were absent.)
16. Board Member Tassoni made a motion to approve (25-044) Resolution Authorizing the Highway Department to Lease Five Light Duty Vehicles as Part of the Master Lease Agreement with Enterprise FM Trust, seconded by Board Member McCarthy. Discussion by Board Member Tassoni. Motion was approved by a unanimous vote of all members present. (Board Members Fellars, Goral, Hanserd, McDonald, Nabors, Scrol, Sweeney, and Valdez were absent.)
17. Board Member Tassoni made a motion to approve (25-045) Resolution Authorizing a JOINT Funding Agreement with the State of Illinois for Federal Participation for Replacement of the Prairie Hill Road Bridge Over the Rock River and For Appropriating the Local Share of Funds (Section 18-00655-00-BR), seconded by Board Member Hoffman. Discussion by Board Member Tassoni. Motion was approved by a unanimous vote of all members present. (Board Members Fellars, Goral, Hanserd, McDonald, Nabors, Scrol, Sweeney, and Valdez were absent.)
18. Board Member Tassoni made a motion to approve (25-046) Resolution Authorizing the Obligation Retirement of Bond Payments from MFT Funds (Section 14-00563-00-GB), seconded by Board Member M. Thompson. Discussion by Board Member Tassoni. Motion was approved by a unanimous vote of all members present. (Board Members Fellars, Goral, Hanserd, McDonald, Nabors, Scrol, Sweeney, and Valdez were absent.)

PUBLIC SAFETY AND JUDICIARY COMMITTEE

19. Board Member Lindmark announced the Public Safety and Judiciary Committee will meet next Monday.

LEGISLATIVE AND LOBBYING COMMITTEE

20. Board Member Arena made a motion to approve a Resolution Authorizing the Winnebago County Board Chairman to Execute the First Amendment to the Professional Services Agreement by and between The Ferguson Group ("TFG") and the County of Winnebago for

Grant Writing Services, seconded by Board Member Booker. Motion was approved by a unanimous vote of all members present. (Board Members Fellars, Goral, Hanserd, McDonald, Nabors, Scrol, Sweeney, and Valdez were absent.)

UNFINISHED BUSINESS

21. None.

NEW BUSINESS

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

ANNOUNCEMENTS & COMMUNICATION

23. 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 a letter regarding Information Request to Support Upcoming Problem Identification and Resolution Inspection at Byron Station.
 - B. County Clerk Gummow submitted from the Illinois Environmental Protection Agency a letter regarding a Public Notice of Hazardous Waste Permit Renewal Life Technologies Corporation in Rockford.

ADJOURNMENT

24. Chairman Chiarelli entertained a motion to adjourn. County Board Member Webster moved to adjourn the meeting, seconded by Board Member M. Thompson. Motion was approved by a voice vote. (Board Members Fellars, Goral, Hanserd, McDonald, Nabors, Scrol, Sweeney, and Valdez were absent.) The meeting was adjourned at 6:25 p.m.

Respectfully submitted,



Lori Gummow
County Clerk
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CONSENT AGENDA

RAFFLE APPLICATION REPORT

Presently the County Clerk's office has Raffle Applications submitted by
(14 .) different organization for (14) 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
31345	1	WINNEBAGO CO 4-H & EXTENSION FOUNDATION	10/7/2025-10/7/2025	\$5,000.00
31346	1	YOUTH SERVICES NETWORK	9/14/2025-10/11/2025	\$7,000.00
31348	1	WOMANSPACE INC	9/10/2025-11/8/2025	\$1,350.00
31349	1	CRUSADER COMMUNITY HEALTH FOUNDATION	10/24/25-10/24/25	\$4,999.00
31350	1	FOUNDATION FOR EDUCATIONAL EXCELLENCE	9/20/2025-9/20/2025	\$4,000.00
31351	1	WHITEHEAD ELEMENTARY	9/5/2025-9/5/2025	\$1,500.00
31352	1	WINNEBAGO COUNTY PHEASANTS FOREVER	10/1/2025-2/20/2026	\$20,000.00
31353	1	ROTARY CLUB OF LOVES PARK	9/18/2025-10/28-25	\$1,300.00
31354	1	UNITED WAY OF ROCK RIVER VALLEY	9/29/2025-10/24/2025	\$4,999.00
31355	1	POSTPARTUM SUPPORT INTERNATIONAL	9/13/2025-9/13/2025	\$2,482.00
31357	1	HARLEM-ROSCOE FIREFIGHTER'S	9/5/2025-9/7/2025	\$2,000.00
31358	1	NORTHERN IL RIFLE & PISTOL CLUB	10/6/2025-12/8/2025	\$900.00
31359	1	WALTER GRAHAM ALA #323	9/15/2025-12/31/2025	\$5,000.00

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
31347	1	HONONEGAH BOOSTER CLUB	8/22/2025-8/22/2026	\$5,000.00
31356	1	ROCKFORD ICEHOGS	9/30/2025-9/30/2026	\$4,999.00

This concludes my report,

Deputy Clerk Ana Rosas

LORI GUMMOW
Winnebago County Clerk

Date September 4th, 2025

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	\$	657,953
101	PUBLIC SAFETY TAX	\$	383,538
103	DOCUMENT STORAGE FUND	\$	4,422
105	VITAL RECORDS FEE FUND	\$	117
106	RECORDERS DOCUMENT FEE FUND	\$	11,291
107	COURT AUTOMATION FUND	\$	8,703
109	VICTIM IMPACT PANEL FEE	\$	800
111	CHILDREN'S WAITING ROOM FUND	\$	8,606
114	911 OPERATIONS FUND	\$	67,528
115	PROBATION SERVICE FUND	\$	19,651
116	HOST FEE FUND	\$	194,478
119	CORONER FEE FUND	\$	9,859
120	DEFERRED PROSECUTION PROGRAM	\$	16,707
126	LAW LIBRARY	\$	2,188
131	DETENTION HOME	\$	71,862
155	MEMORIAL HALL	\$	4,863
158	CHILD ADVOCACY PROJECT	\$	1,556
161	COUNTY HIGHWAY	\$	136,155
162	COUNTY BRIDGE FUND	\$	339,425
164	MOTOR FUEL TAX FUND	\$	1,054,567
165	TOWNSHIP HIGHWAY FUND	\$	105,119
181	VETERANS ASSISTANCE FUND	\$	26,777
185	HEALTH INSURANCE	\$	255,451
194	TORT JUDGMENT & LIABILITY	\$	3,324
196	MENTAL HEALTH TAX FUND	\$	47,631
301	HEALTH GRANTS	\$	48,848
302	SHERIFF'S DEPT GRANTS	\$	388
304	PROBATION GRANTS	\$	31,177
309	CIRCUIT COURT GRANT FUND	\$	4,797
313	AMERICA RESCUE PLAN	\$	1,145,737
314	CJCC GRANTS FUND	\$	46,524
315	OPIOID SETTLEMENT FUND	\$	40
401	RIVER BLUFF NURSING HOME	\$	337,921
410	ANIMAL SERVICES	\$	44,200
420	555 N COURT OPERATIONS FUND	\$	15,920
430	WATER FUND	\$	2,260
501	INTERNAL SERVICES	\$	15,396
743	CAPITAL PROJECTS FUND	\$	68,049
	TOTAL THIS REPORT	\$	5,193,828

The adoption of this report is hereby recommended:


William Crowley, County Auditor

ADOPTED: This 4th day of September 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



Executive Summary

Date: September 4, 2025

From: County Board Chairman Joseph V. Chiarelli

Topic: **Board Appointment**

State of Illinois Public Act 099-0634 requires disclosure of appointments to local public entities.

County Code Chapter 2, Article II, Division 4, Section 2-88 states, "The Chairman shall make all appointments to commissions, boards, authorities, or special districts with the advice and consent of the county board, or as otherwise provided by law."

Recommendation: County Board Chairman Joseph V. Chiarelli recommends the following person to serve as county appointee.

.....
Isidro Barrios of Rockford, Illinois, to serve up to a 5-year term expiring September 2030 on the Winnebago County Rail Authority Board (Northern Illinois Development Authority)

Winnebago County Rail Authority (Northern Illinois Development Authority)	
Location:	60 Airport Circle, Rockford, IL 61109
Service Description:	The Winnebago County Rail Authority is a public corporation established to develop and operate rail facilities and related infrastructure within Winnebago County.
Board Composition:	Board consists of the members of the Chicago Rockford International Airport Authority: Three (3) members appointed by City of Rockford Two (2) members appointed by Winnebago County with the advice and consent of the County Board One (1) member appointed by Loves Park One (1) member appointed by Machesney Park Plus, additional member(s) appointed by the Chairman with advice and consent of County Board upon such agreement providing for financial contribution to the Rail Authority by the county for which members are added.
Compensation:	none
Bond:	none
Attorney:	AGHL Law
Meetings:	Annual meeting first Thursday in May and other dates as may be fixed by resolution of the Board of Directors
Origin of Entity:	70 ILCS 5/22.1
Property Tax/Funding:	
Consolidation/Dissolution Plans:	<i>If applicable</i>

Isidro B. Barrios

1516 Broadway . Rockford Illinois . 61104

(779) 537-2762

ibarrios15@yahoo.com

Professional Experience

11th Ward Alderman, Rockford, IL (2023-2025): Code & Regulation, Labor Negotiation, and Liquor Commission Subcommittees.

District 12 Board Member, Winnebago County, IL (2009-2012): Public Works, Public Safety, and Operations Subcommittees

Instructor, Chicago Regional Council of Carpenters Apprentice & Training Program, Elk Grove Village, IL (2003-2019): Full-time instructor at main training facility. Educated apprentices and journeyman in skill advancement courses, inclusive of all facets of carpentry including (but not limited to) concrete, framing, interior systems, safety, and scaffolding.

Journeyman Carpenter, Foreman, Superintendent and Estimator, Mohawk Contracting Co., E. Dundee, IL (1979-2003): Performed diverse carpentry tasks on projects throughout the Chicagoland area. Started career as a journeyman carpenter and worked up to leadership and executive positions.

Leadership and Education

- *St. Edward's Catholic Church*, Lector.
- *Rockford Area Mexican Business Association*, Founder.
- *El Barrio Community Center*, Founder.
- *Forward for Fun Initiative*, Partner with City of Rockford
- **Various Certifications** related to construction, estimating and safety within the construction industry
- **Multiple post-secondary continuing education activities** affiliated with UBC Carpenters International Training Center and the Pennsylvania State University Construction Work Force.
- **High School Diploma** – Mexico City, Mexico
- **DuPage Airport, IL** – Aviation coursework in pursuit of private pilot's license.

Reports of Standing Committees

FINANCE COMMITTEE



Ordinance Executive Summary

Prepared By: Steve Schultz
Committee: Finance Committee
Committee Date: August 28, 2025
Ordinance Title: Ordinance for a Budget Amendment for Probation Emergency Boiler Replacement
Board Meeting Date: September 4, 2025

Budget Information:

Was item budgeted? No	Appropriation Amount: \$0
If not, explain funding source: CIP Fund Balance	
ORG/OBJ/Project Code: 82200 (CIP)/46320/C2529	
FY2025 Budget Impact: \$31,920	

Background Information: The Winnebago County Facilities Department has determined an emergency need to replace a boiler at the Adult Probation Center. The current boiler's heat exchange is cracked and leaking. It has been isolated and cannot be used. The boiler will need to be replaced prior to the start of cold weather. The solicitation for bid went out May 2025 and a mandatory vendor meeting was conducted in June 2025 with seven (7) attendees representing six companies. The IFB #25B-2413 received three (3) bid submissions (See Exhibit A).

***One vendor was a late submission; however, their numbers were used for competitive price comparison.

Recommendation: Finance Department recommends approval

Contract/Agreement: Not applicable

Legal Review: Not applicable

Follow-Up: Not applicable

2025 Fiscal Year

Finance: August 28, 2025

Lay Over: September 4, 2025

Sponsored by:

Final Vote: September 25, 2025

John Butitta, Finance Committee Chairman

2025 CO

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

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

Ordinance for a Budget Amendment for Probation Emergency Boiler Replacement

WHEREAS, the Winnebago County Facilities Department has determined an emergency need to replace a boiler at the Adult Probation Center. The current boiler's heat exchange is cracked and leaking. It has been isolated and cannot be used. The boiler will need to be replaced prior to the start of cold weather; and,

WHEREAS, the Winnebago County Board adopted the "Annual Budget and Appropriation Ordinance" for the fiscal year ending September 30, 2025 at its September 26, 2024 meeting; and,

WHEREAS, 55ILCS 5/6-1003(2014), states, "After the adoption of the county budget, no further appropriations shall be made at any other time during such fiscal year, except as provided in this Act. Appropriations in excess of those authorized by the budget in order to meet an immediate emergency may be made at any meeting of the board by a two-thirds vote of all the members constituting such board, the vote to be taken by ayes and nays and entered on the record of the meeting."

NOW, THEREFORE, BE IT ORDAINED, that the County Board deems that pursuant to provisions as set forth in 55ILCS 5/6-1003(2014), certain conditions have occurred in connection with the operations of the County which are deemed to be immediate emergencies; therefore, the increases detailed per the attached Request for Budget Amendment are hereby authorized for Amendment **#25-022 Probation Emergency Boiler Replacement**.

Respectfully Submitted,
FINANCE COMMITTEE

AGREE

DISAGREE

JOHN BUTITTA, CHAIR

JOHN BUTITTA, CHAIR

PAUL ARENA

PAUL ARENA

VALERIE HANSERD

VALERIE HANSERD

JOE HOFFMAN

JOE HOFFMAN

KEITH McDONALD

KEITH McDONALD

JOHN SWEENEY

JOHN SWEENEY

CHRISTINA VALDEZ

CHRISTINA VALDEZ

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

Winnebago, Illinois this _____ day of _____ 2025.

ATTESTED BY:

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

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



WINNEBAGO COUNTY

ILLINOIS

BID TAB

25B-2413 BOILER #3 REPLACEMENT AT ADULT PROBATION CENTER - 526 W. STATE STREET, ROCKFORD IL 61101

BID OPENING - JUNE 30, 2025 at 11:00 AM

VENDOR NAME	Miller Engineering Company	LM Sheet Metal	Area Mechanical Non-Responsive
PRICE FOR PARTS/MATERIALS	\$22,620	\$13,700	\$12,751
PRICE FOR LABOR	\$21,325	\$18,220	\$41,373
TOTAL PRICE TO COMPLETE PROJECT	\$43,945	\$31,920	\$57,000
NUMBER OF DAYS TO COMPLETE WORK	8 days	5-10 days	12 days

Winnebago County Purchasing Department
404 Elm St, Rm 202, Rockford, IL 61101 | www.wincoil.gov
Phone: (815) 319- 4380 | Email: purchasing@purchasing.wincoil.gov

2025
WINNEBAGO COUNTY
 FINANCE COMMITTEE
 REQUEST FOR BUDGET AMENDMENT

DATE SUBMITTED:		8/12/2025		AMENDMENT NO: 2025-022	
DEPARTMENT:		CIP		SUBMITTED BY: Finance	
FUND#:		0743-CIP Fund		DEPT. BUDGET NO. 82200-CIP	

Department Org Number	Object (Account) Number	Project Number	Object (Account) Description	Adopted Budget	Amendments Previously Approved	Revised Approved Budget	Increase (Decrease)	Revised Budget after Approved Budget Amendment
Expenditures								
82200	46320	C2529	Building Improvements	\$0	\$0	\$0	\$31,920	\$31,920
Revenue								
TOTAL ADJUSTMENT:							\$31,920	
Reason budget amendment is required:								
The Winnebago County Facilities Department has determined an emergency need to replace a boiler at the Adult Probation Center. The current boiler's heat exchange is cracked and leaking. It has been isolated and cannot be used. The boiler will need to be replaced prior to the start of cold weather.								
Potential alternatives to budget amendment:								
None								
Impact to fiscal year 2025 budget: \$31,920								
Revenue Source: CIP Fund balance								



Ordinance Executive Summary

Prepared By: Circuit Court – Thomas Jakeway
Committee: Finance Committee
Committee Date: August 28, 2025
Ordinance Title: Ordinance for a Budget Amendment for Circuit Court Year-End Adjustments
Board Meeting Date: September 4, 2025

Budget Information:

Was item budgeted? No	Appropriation Amount: \$292,000
If not, explain funding source: Proportional Revenue Increase	
ORG/OBJ/Project Code: 32000-32240, 43190, 41110 & 43140	
FY2025 Budget Impact: \$292,000	

Background Information: Language access service expenditures within the FY25 budget category of Other Professional Services have continued to rise at an unprecedented pace, resulting in total expenses exceeding the original appropriation. These services are essential to ensuring meaningful access to the courts for individuals with limited English proficiency and are reimbursable through the Illinois Supreme Court’s Language Access Program. The County may now project it will secure approximately \$497,000 in state reimbursement for eligible language access expenses in FY25. In light of this revised estimate, a budget amendment is proposed to increase appropriations for Other Professional Services by \$292,000, along with a corresponding \$292,000 increase in anticipated revenue. This adjustment results in no net increase to the overall County budget.

Furthermore, our Legal line item is projected to fall short by approximately \$60,000 in meeting anticipated obligations through the remainder of FY25. While related line items—specifically Legal Juvenile and Civil Legal Services—may ultimately generate sufficient surpluses to offset this overage, this amendment seeks to proactively address the projected shortfall by transferring \$60,000 from anticipated surplus in Regular Salary appropriations to Legal Expenses. This transfer reallocates existing budget authority and does not increase the overall budget.

Recommendation: Finance Department recommends approval

Contract/Agreement: Not applicable

Legal Review: Not applicable

Follow-Up: Not applicable

2025 Fiscal Year

Finance: August 28, 2025

Lay Over: September 4, 2025

Sponsored by:

Final Vote: September 25, 2025

John Butitta, Finance Committee Chairman

2025 CO

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

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

Ordinance for a Budget Amendment for Circuit Court Year-End Adjustments

WHEREAS, the Winnebago County Circuit Court language access services have increased at an unprecedented pace and the Illinois Supreme Court increased the minimum payment for attorneys appointed to represent indigent parties; and,

WHEREAS, the Winnebago County Board adopted the “Annual Budget and Appropriation Ordinance” for the fiscal year ending September 30, 2025 at its September 26, 2024 meeting; and,

WHEREAS, 55ILCS 5/6-1003(2014), states, “After the adoption of the county budget, no further appropriations shall be made at any other time during such fiscal year, except as provided in this Act. Appropriations in excess of those authorized by the budget in order to meet an immediate emergency may be made at any meeting of the board by a two-thirds vote of all the members constituting such board, the vote to be taken by ayes and nays and entered on the record of the meeting.”

NOW, THEREFORE, BE IT ORDAINED, that the County Board deems that pursuant to provisions as set forth in 55ILCS 5/6-1003(2014), certain conditions have occurred in connection with the operations of the County which are deemed to be immediate emergencies; therefore, the increases detailed per the attached Request for Budget Amendment are hereby authorized for Amendment **#25-023 Circuit Court Year-End Adjustments**.

Respectfully Submitted,
FINANCE COMMITTEE

AGREE

DISAGREE

JOHN BUTITTA, CHAIR

JOHN BUTITTA, CHAIR

PAUL ARENA

PAUL ARENA

VALERIE HANSERD

VALERIE HANSERD

JOE HOFFMAN

JOE HOFFMAN

KEITH McDONALD

KEITH McDONALD

JOHN SWEENEY

JOHN SWEENEY

CHRISTINA VALDEZ

CHRISTINA VALDEZ

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

ATTESTED BY:

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

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

2025
WINNEBAGO COUNTY
FINANCE COMMITTEE
REQUEST FOR BUDGET AMENDMENT

DATE SUBMITTED:		8/12/2025		AMENDMENT NO: 2025-023	
DEPARTMENT:		Circuit Court		SUBMITTED BY: Thomas Jakeway	
FUND#:		0001-General Fund		DEPT. BUDGET NO. 32000-Circuit Court	

Department Org Number	Object (Account) Number	Project Number	Object (Account) Description	Adopted Budget	Amendments Previously Approved	Revised Approved Budget	Increase (Decrease)	Revised Budget after Approved Budget Amendment
Expenditures								
32000	43190		Other Professional Service	\$300,000	\$0	\$300,000	\$292,000	\$592,000
32000	41110		Regular Salary	\$1,560,000	\$0	\$1,560,000	(\$60,000)	\$1,500,000
32000	43140		Legal	\$530,000	\$0	\$530,000	\$60,000	\$590,000
Revenue								
32000	32240		Expense Reimbursement-State	(\$305,000)	\$0	(\$305,000)	(292,000)	(\$597,000)
TOTAL ADJUSTMENT:							\$0	
Reason budget amendment is required:								
Language access service expenditures within the FY25 budget category of Other Professional Services have continued to rise at an unprecedented pace, resulting in total expenses exceeding the original appropriation. These services are essential to ensuring meaningful access to the courts for individuals with limited English proficiency and are reimbursable through the Illinois Supreme Court's Language Access Program. The County may now project it will secure approximately \$497,000 in state reimbursement for eligible language access expenses in FY25. In light of this revised estimate, a budget amendment is proposed to increase appropriations for Other Professional Services by \$292,000, along with a corresponding \$292,000 increase in anticipated revenue. This adjustment results in no net increase to the overall County budget. Furthermore, our Legal line item is projected to fall short by approximately \$60,000 in meeting anticipated obligations through the remainder of FY25. While related line items—specifically Legal Juvenile and Civil Legal Services—may ultimately generate sufficient surpluses to offset this overage, this amendment seeks to proactively addresses the projected shortfall by transferring \$60,000 from anticipated surplus in Regular Salary appropriations to Legal Expenses. This transfer reallocates existing budget authority and does not increase the overall budget.								
Potential alternatives to budget amendment:								
None								
Impact to fiscal year 2025 budget: \$292,000								
Revenue Source: Proportional revenue increase								



Ordinance Executive Summary

Committee Date: Thursday, August 28, 2025

Committee: Finance

Prepared By: Chris Dornbush

Document Title: Ordinance Amending The Winnebago County Code Of Ordinances By The Addition Of Article VIII To Chapter 78, Imposing A County Grocery Retailers' Occupation Tax And County Grocery Service Occupation Tax

County Code: Chapter 78 - Taxation

Board Meeting Date: Thursday, September 4, 2025

Budget Information:

Was item budgeted? NA	Appropriation Amount:
If not, explain funding source:	
ORG - OBJ - Project Code:	Budget Impact:

Background Information:

Winnebago County is seeking the continued participation in the County Grocery Retailers' Occupation Tax and County Grocery Service Occupation Tax. This tax would impose a 1% sales tax (low rate per IL Dept. of Revenue) on qualifying food and drugs being sold only in Unincorporated Winnebago County. The following are entities (7) within the County who have approved the tax; Durand, Loves Park, Machesney Park, New Milford, Rockford, Rockton, and Winnebago. The Village of Cherry Valley and Pecatonica are reviewing this item at their Board Meeting on August 19, 2025. Only 2 entities (South Beloit, Roscoe) have opted-out of collecting this. While the Department of Revenue collects the funds, the revenue amount for the County is unclear from their data, whoever it would not be considered a main revenue source.

Recommendation:

Winnebago County has historically supported and received the Grocery Sales Tax. This would allow the continuation of the collection of the tax in portions of Unincorporated Winnebago County for items that fall within the criteria.

Contract/Agreement:

Legal Review:

Yes

Follow-Up:

Staff can follow-up as requested by Committee or County Board.

County Board Office

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

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

SUBMITTED BY: FINANCE COMMITTEE

2025 CO _____

**ORDINANCE AMENDING THE WINNEBAGO COUNTY CODE OF ORDINANCES
BY THE ADDITION OF ARTICLE VIII TO CHAPTER 78, IMPOSING A COUNTY
GROCERY RETAILERS' OCCUPATION TAX AND COUNTY GROCERY SERVICE
OCCUPATION TAX**

WHEREAS, the County of Winnebago, Illinois (hereinafter, "County") is a "unit of local government" as defined in Article 7, Section 1 of the Constitution of the State of Illinois and is a "public agency" as defined in Section 2 of the Act; and

WHEREAS, the County has the authority to adopt ordinances and to promulgate rules and regulations that pertain to its government and affairs and that protect the public health, safety and welfare of its citizens; and

WHEREAS, this Ordinance is adopted pursuant to the provisions of the County Grocery Occupation Tax Law, 55 ILCS 5/5-1006.9 (Act); and

WHEREAS, this Ordinance is intended to impose the tax authorized by the Act providing for a county grocery occupation tax which will be collected by the Illinois Department of Revenue.

NOW, THEREFORE BE IT ORDAINED, by the County Board of Winnebago County, Illinois as follows:

Section 1. Recitals. The statements set forth in the preambles to this Ordinance are found to be true and correct and are incorporated herein by reference and made a part of this Ordinance.

Section 2. Adoption of Tax. Chapter 78 of the Winnebago County Code of Ordinances of the County of Winnebago, Illinois ("Winnebago County Code") is hereby amended by the addition of Article VIII- County Grocery Retailers' Occupation Tax and County Grocery Service Occupation Tax to read as follows:

ARTICLE VIII. County Grocery Retailers' Occupation Tax and County Grocery Service Occupation Tax

Section 3. Tax imposed. A tax is hereby imposed upon all persons engaged in the business of selling groceries, as defined in the County Grocery Occupation Tax Law, at retail in this county, but outside of any municipality, at the rate of 1% of the gross receipts from such sales made in the course of such business while this Ordinance is in effect; and a tax is hereby imposed upon all persons engaged in this county, but outside of any municipality, in the business of making sales of service, at the rate of 1% of the selling price of all groceries, as defined in the County Grocery Occupation Tax Law, transferred by such serviceman as an incident to a sale of service.

The imposition of these taxes is in accordance with and subject to the provisions of the County Grocery Occupation Tax Law (55 ILCS 5/5-1006.9).

Section 4. Illinois Department of Revenue to administer. The taxes hereby imposed, and all civil penalties that may be assessed as an incident thereto, shall be collected and enforced by the Department of Revenue of the State of Illinois. The Department of Revenue shall have full power to administer and enforce the provisions of this Ordinance.

Section 5. Clerk to file Ordinance with Illinois Department of Revenue. The County Clerk is hereby directed to file a certified copy of this Ordinance with the Illinois Department of Revenue on or before **October 1, 2025**.

Section 6. Effective date. The taxes imposed by this Ordinance shall take effect on the later of (i) January 1, 2026; (ii) the first day of July next following the adoption and filing of this Ordinance with the Department of Revenue, if filed on or before the preceding April 1st or (iii) the first day of January next following the adoption and filing of this Ordinance with the Department of Revenue, if filed on or before the preceding October 1st.

Section 7. Repeal of conflicting provisions. All ordinances and resolutions, or parts thereof, in conflict with the provisions of this Ordinance are, to the extent of the conflict, expressly repealed on the effective date of this Ordinance.

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

Respectfully submitted,
Finance Committee

AGREE

DISAGREE

JOHN BUTITTA, CHAIR

JOHN BUTITTA, CHAIR

PAUL ARENA

PAUL ARENA

VALERIE HANSERD

VALERIE HANSERD

JOE HOFFMAN

JOE HOFFMAN

KEITH McDONALD

KEITH McDONALD

JOHN SWEENEY

JOHN SWEENEY

CHRISTINA VALDEZ

CHRISTINA VALDEZ

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

ATTESTED BY:

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

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

ADMINISTRATIVE CODE

TITLE 86: REVENUE
CHAPTER I: DEPARTMENT OF REVENUE
PART 130 RETAILERS' OCCUPATION TAX
SECTION 130.310 FOOD, SOFT DRINKS AND CANDY

Section 130.310 Food, Soft Drinks and Candy

- a) Food. *Until July 1, 2022 and beginning again on July 1, 2023, with respect to food for human consumption that is to be consumed off the premises where it is sold (other than alcoholic beverages, food consisting of or infused with adult use cannabis, soft drinks, candy and food that has been prepared for immediate consumption), the tax is imposed at the rate of 1%. Beginning on July 1, 2022 and until July 1, 2023, with respect to food for human consumption that is to be consumed off the premises where it is sold (other than alcoholic beverages, food consisting of or infused with adult use cannabis, soft drinks, candy, and food that has been prepared for immediate consumption), the tax is imposed at the rate of 0%. [35 ILCS 120/2-10] Prescription and nonprescription medicines and drugs, however, shall continue to be taxed at the rate of 1% during the period beginning on July 1, 2022 and until July 1, 2023. "Food for human consumption that is to be consumed off the premises where it is sold" includes all food sold through a vending machine, except soft drinks, candy, and food products that are dispensed hot from a vending machine, regardless of the location of the vending machine. Beginning September 1, 2009, "food for human consumption that is to be consumed off the premises where it is sold" does not include candy. [35 ILCS 120/2-10] For further information on the definition and taxation of soft drinks, see subsection (d)(6). For further information regarding the definition and taxation of candy, see subsection (d)(7).*
- b) The manner in which food is taxed depends upon 2 distinct factors that must both be considered in determining if food is taxed at the high rate as "food prepared for immediate consumption" or the low rate as "food prepared for consumption off the premises where sold".
- 1) The first factor is whether the retailer selling the food provides premises for consumption of food. If so, a rebuttable presumption is created that all sales of food by that retailer are considered to be prepared for immediate consumption and subject to tax at the high rate. As a result of this presumption, even bulk food could potentially be taxable at the high rate. However, this presumption is rebutted if a retailer demonstrates that:
- A) the area for on-premises consumption is physically separated or otherwise distinguishable from the area where food not for immediate consumption is sold; and

- B) the retailer has a separate means of recording and accounting for collection of receipts from sales of both high and low rate foods. For purposes of this subsection (b)(1)(B), the phrase "separate means of recording and accounting for collection of receipts" includes cash registers that separately identify high rate and low rate sales, separate cash registers, and any other methods by which the tax on high and low rate sales are recorded at the time of collection.
 - 2) The second factor is the nature of the food item being sold. As provided in subsection (c), some foods, such as hot foods, are always considered to be "food prepared for immediate consumption", and thus subject to the high rate of tax.
 - 3) Numerous examples applying these factors to different types of food and food retailers are provided in subsection (d)(4)(A) through (I).
- c) Definitions
- 1) "Food". Food is any solid, liquid, powder or item intended by the seller primarily for human internal consumption, whether simple, compound or mixed, including foods such as condiments, spices, seasonings, vitamins, bottled water and ice.
 - 2) "Food Prepared for Immediate Consumption". Food prepared for immediate consumption means food that is prepared or made ready by a retailer to be eaten without substantial delay after the final stage of preparation by the retailer.
 - A) Food prepared for immediate consumption includes, but is not limited to, the following:
 - i) all hot foods, whether sold in a restaurant, delicatessen, grocery store, discount store, concession stand, bowling alley, vending machine or any other location. At a grocery store, hot foods subject to the high rate of tax include, but are not limited to, pizza, soup, rotisserie or fried chicken and coffee; other examples of food prepared for immediate consumption include popcorn or nachos sold at a movie concession stand; hot dogs sold by a street vendor; and hot precooked meals sold to customers, such as a Thanksgiving dinner. For purposes of this Section, "hot" means any temperature that is greater than room temperature;
 - ii) sandwiches, either hot or cold, prepared by a retailer to the individual order of a customer;
 - iii) salad, olive or sushi bars offered by a retailer at which individuals prepare their own salads (hot or cold);
 - iv) all coffee, tea, cappuccino and other drinks prepared by a retailer for individual consumption, whether hot or cold, are subject to the high rate of tax;
 - v) all food sold for consumption on the premises where sold.

- B) "Food prepared for immediate consumption" does not include:
- i) doughnuts, cookies, bagels or other bakery items prepared by a retailer and sold either individually or in another quantity selected by the customer, provided they are for consumption off the premises where sold;
 - ii) whole breads, pies and cakes prepared by a retailer, even when prepared to the individual order of a customer;
 - iii) sandwiches that are prepared by a retailer and placed in a deli case or other storage unit;
 - iv) cold salads, jellos, stuffed vegetables or fruits sold by weight or by quart, pint or other quantity by a retailer;
 - v) cheese, fruit, vegetable or meat trays prepared by a retailer, either to the individual order of a customer or premade and set out for sale;
 - vi) food items sold by a retailer that are not prepared or otherwise manufactured by that retailer, such as pre-packaged snacks or chips, unless these items will be consumed on the premises where sold (e.g., in a sandwich shop). For grocers, such items include, but are not limited to, fruits, vegetables, meats, milk, canned goods and yogurt. In addition, effective September 1, 2009, all sales of "candy", as defined in subsection (d)(7), are subject to the high rate of tax.
- C) The provisions of subsection (c)(2)(B) are subject to the rebuttable presumption described in subsection (d). That is, the items listed in subsection (c)(2)(B) are taxable at the low rate only if the retailer had a separate means of recording and accounting for high and low rate sales, and the retailer provides no on-premises facilities for consumption of the food or, if the retailer does provide such facilities, they are physically separated or otherwise distinguishable from the area where food not for immediate consumption is sold.
- 3) "Premises". Premises is that area over which the retailer exercises control, whether by lease, contract, license or otherwise, and, in addition, the area in which facilities for eating are provided, including areas designated for, or devoted to, use in conjunction with the business engaged in by the vendor. Vendor premises include eating areas provided by employers for employees and common or shared eating areas in shopping centers or public buildings if customers of food vendors adjacent to those areas are permitted to use them for consumption of food products.
- 4) "Adult use cannabis". *"Adult use cannabis" means cannabis subject to tax under the Cannabis Cultivation Privilege Tax Law and the Cannabis Purchaser Excise Tax Law and does not include cannabis subject to tax under the Compassionate Use of Medical Cannabis Program Act [410 ILCS 130].*

- d) Test to Determine Applicable Rate. The rate at which food is taxable is determined as follows:
- 1) If retailers provide seating or facilities for on-premises consumption of food, all food sales are presumed to be taxable at the high rate as "food prepared for immediate consumption". However, this presumption can be rebutted by evidence that:
 - A) the area for on-premises consumption is physically separated or otherwise distinguishable from the area where food not for immediate consumption is sold; and
 - B) the retailer utilizes a means of recording and accounting for collection of receipts from the sales of food prepared for immediate consumption (high rate) and the sales of food that are not prepared for immediate consumption (low rate).
 - 2) If a retailer does not provide seating or facilities for on-premises consumption of food, then the low rate of tax will be applied to all food items except for "food prepared for immediate consumption by the retailer" as provided in subsection (b) and soft drinks, candy and alcoholic beverages. However, in order for the low rate of tax to apply, retailers that sell both food prepared for immediate consumption and food for consumption off the premises where sold must utilize means of recording and accounting for collection of receipts from the sales of food prepared for immediate consumption (high rate) and the sales of food that are not prepared for immediate consumption (low rate). If these receipts are not maintained, all sales will be presumed to be at the high rate of tax.
 - 3) Illustration C is a decision tree to assist in making high rate/low rate determinations.
 - 4) EXAMPLES:
 - A) Grocery Store – On-premises Facilities for Consumption of Food. Provided that the requirements of subsection (d)(1) are met, examples of high rate items include, but are not limited to, hot foods (soup, pizza, rotisserie or fried chicken, stuffed potatoes, hot dogs); all sandwiches, either hot or cold, that are prepared to the individual order of a customer; salads prepared by customers at a salad/olive/sushi bar; and all food sold for consumption on the premises. Also included are hot precooked meals sold to customers, such as a Thanksgiving dinner; however, if precooked meals are sold in an unheated state of preparation, they are considered to be low rate. Meal packages sold by a grocer (e.g., 2 or more pieces of fried chicken with choice of two sides and dinner rolls sold at one price) that include at least 1 hot food item are taxable at the high rate, even if some foods in the package, sold alone, would be taxable at the low rate. Low rate items would include, but are not limited to, doughnuts (regardless of quantity), bagels, rolls and whole breads or bakery items prepared by the retailer; sandwiches that are premade by the retailer and set out for sale to customers; cold pizzas prepared by the retailer and set out for sale to customers; stuffed olives or peppers prepared by the retailer and set out for sale in individual sized

containers; and deli items sold by the retailer to customers by size or weight (prepared salads, e.g., potato, pasta, bean or fruit salads; jello; pudding; stuffed olives).

- B) Grocery Store – No On-premises Facilities for Consumption of Food. Provided that the requirements of subsection (d)(2) are met, examples of high rate items would include, but are not limited to, hot foods (soup, pizza, rotisserie or fried chicken, hot dogs); all sandwiches, either hot or cold, that are prepared to the individual order of a customer; and salads that are made by customers at a salad/olive/sushi bar. In addition, effective September 1, 2009, all sales of "candy", as defined in subsection (d)(7), are subject to the high rate of tax. Also included are hot precooked meals sold to customers, such as a Thanksgiving dinner. If precooked meals are sold in an unheated state of preparation, however, they are considered to be low rate. Low rate items would include, but are not limited to, doughnuts (regardless of quantity), bagels, rolls and whole breads or bakery items prepared by the retailer; sandwiches that are premade by the retailer and set out for sale to customers; cold pizzas prepared by the retailer and set out for sale to customers; stuffed olives or peppers prepared by the retailer and set out for sale in individual sized containers; and deli items sold by the retailer to customers by size or weight.
- C) Restaurants and Cafeterias. All foods sold by a restaurant or a cafeteria are considered food prepared for immediate consumption. Such food can either be prepared to the individual order of a customer or premade and set out for selection by the customer. However, if a restaurant or cafeteria also sells whole pies, cakes or individual pastries for sale, these items are taxable at the low rate, as long as the requirements of subsection (d)(1) are met.
- D) Bakery. Provided that the requirements of either subsection (d)(1) or (d)(2) are met, the following items are taxable at the low rate: doughnuts, cookies or individual pastries, regardless of quantity, sold for consumption off the premises where sold, and whole cakes or pies, such as wedding or special occasion cakes. Food sold for consumption on the premises, such as doughnuts and coffee, are subject to the high rate of tax.
- E) Delicatessen. Provided that the requirements of either subsection (d)(1) or (d)(2) are met, meat, cheese and prepared salads sold by weight or volume are taxable at the low rate. Individual sandwiches prepared to the individual order of a customer are high rate, as well as other food sold for consumption on the premises.
- F) Ice Cream Store. Ice cream items in individual sizes, either prepared to the individual order of a customer or premade and offered for sale by a retailer, constitute "food prepared for immediate consumption" and are subject to the high rate of tax. These items include ice cream cones, cups of ice cream, sundaes, shakes and premade ice cream sandwiches, bars or cookies. However, provided that the requirements of either subsection (d)(1) or (d)(2) are met, ice cream

cakes or rolls or ice cream packaged in premeasured containers, such as a pint, quart or gallon, are subject to tax at the low rate.

- G) **Food Sold at Food Courts.** All hot food and food prepared to the individual order of a customer by a retailer at a food court is subject to the high rate of tax. In addition, all other food sold for consumption on the premises of a food court is subject to the high rate of tax.
 - H) **Convenience Stores.** Provided that the requirements of either subsection (d)(1) or (d)(2) are met, prepackaged food items not prepared by a convenience store retailer are subject to the low rate of tax. These items include, but are not limited to, chips, snacks, bread products and cookies. The sale of hot food items, such as hot dogs, nachos or pretzels, are subject to the high rate of tax, as well as other food sold for consumption on the premises. In addition, effective September 1, 2009, all sales of "candy", as defined in subsection (d)(7), are subject to the high rate of tax.
 - I) **Coffee Shops.** Provided that the requirements of either subsection (d)(1) or (d)(2) are met, coffee, latte, cappuccino and tea (prepared either hot or cold) and food sold for consumption on the premises (e.g., pastries, cookies, snacks) are subject to the high rate of tax. Bulk coffees (beans or grounds, for instance) and teas, or pastries that are not consumed on the premises, are subject to the low rate of tax.
- 5) **Alcoholic Beverages.** The reduced rate does not extend to alcoholic beverages. An alcoholic beverage is any beverage subject to the tax imposed under Article VIII of the Liquor Control Act of 1934 [235 ILCS 5/Art. VIII].
 - 6) **Soft Drinks.** The reduced rate does not extend to soft drinks. Soft drinks are taxed at the State sales tax rate of 6.25%. Soft drinks are taxable at the high rate regardless of the type of establishment where they are sold, e.g., a grocery store, restaurant or vending machine.
 - A) Until September 1, 2009, the term "soft drinks" means any *complete, finished, ready-to-use, non-alcoholic drink, whether carbonated or not, including but not limited to soda water, cola, fruit juice, vegetable juice, carbonated water, and all other preparations commonly known as soft drinks of whatever kind or description that are contained in any closed or sealed bottle, can, carton, or container regardless of size. "Soft drinks" does not include coffee, tea, non-carbonated water, infant formula, milk or milk products as defined in Section 3(a)(2) and (4) of the Grade A Pasteurized Milk and Milk Products Act [410 ILCS 635], or drinks containing 50% or more natural fruit or vegetable juice.* (Section 2-10 of the Act)
Frozen concentrated fruit juice, dry powdered drink mixes and fruit juices that are reconstituted to natural strength are not soft drinks.
 - B) *On and after September 1, 2009, the term "soft drinks" means non-alcoholic beverages that contain natural or artificial sweeteners. "Soft drinks" do not include beverages that contain milk or milk*

products, soy, rice or similar milk substitutes, or greater than 50% of vegetable or fruit juice by volume. (Section 2-10 of the Act)

- C) Natural and artificial sweeteners include, but are not limited to, corn syrup, high fructose corn syrup, invert sugar, dextrose, sucrose, fructose, lactose, saccharose, fruit juice concentrates, molasses, evaporated cane juice, rice syrup, barley malt, honey, Rebaudioside A (Reb A), erythritol, xylitol, aspartame, saccharin, acesulfame K, sucralose and sorbitol. Beverages that list in the ingredient list natural and/or artificial sweeteners including, but not limited to, those listed in this subsection (d)(6)(C), meet the definition of "soft drinks". (Note, for purposes of this Section, natural and artificial sweeteners do not include natural or artificial flavors.)

- D) Examples of soft drinks include, but are not limited to:
 - i) soda pop;
 - ii) carbonated and noncarbonated water that contains natural or artificial sweeteners;
 - iii) root beer;
 - iv) sport or energy drinks;
 - v) sweetened tea or coffee (without milk or milk products; see subsection (d)(6)(E));
 - vi) non-alcoholic beer;
 - vii) fruit drinks containing 50% or less fruit juice; and
 - viii) "ready-to-use" non-alcoholic beverage mixers containing 50% or less vegetable or fruit juice by volume, e.g., ready-to-use margarita mixes.

- E) Examples of products that are not considered soft drinks include, but are not limited to:
 - i) beverage powders or dry mixes;
 - ii) concentrates, e.g., frozen concentrate lemonade;
 - iii) ground or whole bean coffee and loose leaf tea or tea bags;
 - iv) carbonated and noncarbonated water that does not contain natural or artificial sweeteners;
 - v) carbonated and noncarbonated water that does not contain natural or artificial sweeteners but does contain natural or artificial flavor;
 - vi) vegetable or fruit juices containing greater than 50% vegetable or fruit juice, even if these beverages contain

natural or artificial sweeteners;

- vii) any drinks that contain milk or milk products, soy, rice or similar milk substitutes; and
 - viii) brewed unsweetened black coffee or tea. (Note, even though brewed unsweetened black coffee and tea are not considered soft drinks, hot coffee or hot tea, regardless of whether they contain natural or artificial sweeteners or milk or milk products, are subject to tax at the 6.25% rate because they are considered to be "food prepared for immediate consumption". (See subsection (c)(2)(A)(iv).))
- 7) Candy. On and after September 1, 2009, the reduced rate does not extend to "candy". Candy is taxed at the State sales tax rate of 6.25%.
- A) *"Candy" means a preparation of sugar, honey, or other natural or artificial sweeteners in combination with chocolate, fruits, nuts or other ingredients or flavorings in the form of bars, drops, or pieces. "Candy" does not include any preparation that contains flour or requires refrigeration.* (Section 2-10 of the Act) To meet the definition of candy, the item must be analyzed by using four factors, as explained in subsections (d)(7)(B) through (E).
 - B) Flour: Products whose ingredient list contain the word "flour", regardless of the type of flour (e.g., wheat, rice) are not candy. A product does not contain flour unless the product label specifically lists flour as an ingredient. Ingredients such as soy or whey that may be used in place of, or as a substitute for, flour are not considered to be flour for purposes of determining if the item qualifies as candy unless they are specifically labeled as flour in the ingredient list.
 - i) Items that are not considered candy because they list flour as one of the ingredients on the label include, but are not limited to, certain licorice, certain candy bars, cookies and chocolate covered pretzels.
 - ii) Snack mixes that contain both candy and non-candy items, such as trail mix that contains products with flour or bags of individually wrapped candy bars in which some candy bars contain flour and others do not, are not candy if the ingredient list on the bag lists flour as an ingredient of any of the items.
 - C) Refrigeration: Items that require refrigeration are not considered to be candy. For example, popsicles and ice cream bars are not candy. Items that otherwise qualify as candy and do not require refrigeration are candy even if they are sold refrigerated or frozen, e.g., a candy bar that has been frozen. Merely suggesting that the product be refrigerated (e.g., to ensure product quality, please keep this package stored in a cool place, at or below 65°F) is insufficient to meet the refrigeration requirement.
 - D) Sweeteners: Candy is limited to products that contain sugar, honey or other natural or artificial sweeteners. Examples of natural or

artificial sweeteners include, but are not limited to, corn syrup, high fructose corn syrup, invert sugar, dextrose, sucrose, fructose, lactose, saccharose, fruit juice concentrates, molasses, evaporated cane juice, rice syrup, barley malt, honey, Rebaudioside A (Reb A), erythritol, xylitol, aspartame, saccharin, acesulfame K, sucralose, sorbitol.

- E) Bars, drops or pieces: Items must be in the form of bars, drops or pieces to be considered candy.
 - i) Examples of items that are not in the form of bars, drops or pieces and are not candy include, but are not limited to, jars of honey, syrups, peanut butter, preserves or jams, cans of fruit in syrup, cans or tubes of cake frosting and cereals.
 - ii) Examples of items that are in the form of bars, drops or pieces and are candy include, but are not limited to, sweetened cooking or baking bars or chips, sweetened coconut flakes, honey glazed peanuts, baking sprinkles, caramel-coated popcorn (does not include un-popped popcorn), artificially flavored candy mints, caramel or candied apples and almond bark.
- F) Examples of items that are considered candy (provided that they meet all the requirements of subsections (d)(7)(B) through (D)) include, but are not limited to:
 - i) chocolate bars, including sweet or semi-sweet bars or bits;
 - ii) chocolate molded items (e.g., bunny, snowman);
 - iii) chocolate covered or dipped strawberries, chocolate or carob covered raisins or nuts;
 - iv) chocolate covered potato chips;
 - v) chocolate covered bacon;
 - vi) caramel-coated popcorn (does not include un-popped popcorn), caramel apples, caramel corn or rice cakes;
 - vii) almond bark, peanut brittle;
 - viii) marshmallows;
 - ix) breath mints;
 - x) chewing gum;
 - xi) fruit roll-ups;
 - xii) glazed dried apricots;
 - xiii) trail mixes that contain candy ingredients, e.g., sweetened nuts;

- xiv) granola bars;
 - xv) any type of nut that is sweetened with any natural or artificial sweetener, e.g., if the ingredient list contains any natural or artificial sweetener.
- G) Examples of items that are not considered candy because they do not meet the requirements of subsections (d)(7)(B) through (D) include, but are not limited to (note, if some of the items listed below, such as popcorn, are covered or dipped in chocolate, caramel or other candy coating, they may be considered candy):
 - i) cakes, pies, cookies, pastry;
 - ii) ice cream, ice cream bars, frozen yogurt, popsicles, hot fudge ice cream topping;
 - iii) pretzels;
 - iv) corn chips, potato chips, popcorn and beef jerky;
 - v) chocolate milk, strawberry milk, fruit juice, soft drinks;
 - vi) powdered hot chocolate cocoa mix and other drink mixes;
 - vii) food coloring;
 - viii) unsweetened chocolate;
 - ix) cereals; and
 - x) licorice and candy bars that contain flour as an ingredient.
- 8) Adult Use Cannabis. The reduced rate does not extend to adult use cannabis. All adult use cannabis (e.g., cannabis flower, concentrate, cannabis-infused products) is taxed at the State rate of 6.25%.
- e) Reporting
 - 1) The retailer must keep an actual record of all sales and must report tax at the applicable rates, based on sales as reflected in the retailer's records. Books and records must be maintained in sufficient detail so that all receipts reported with respect to food can be supported.
 - 2) A retailer who finds it difficult to maintain detailed records of receipts from sales of food at the reduced rate, as well as detailed records of receipts from all other sales of tangible personal property at the full rate, may request the use of a formula. The request must be made to the Department in writing, must state the reasons that a formula method is necessary, and must outline the proposed formula in detail. Included in the request must be a description of how the method can be audited by the Department. Upon a finding that the formula can be audited and will produce results that will reasonably approximate the actual taxable receipts in each category, the Department

may issue its approval for use of the formula. If approval is granted, the Department reserves the right to withdraw approval or require a change in procedure at any time.

(Source: Amended at 47 Ill. Reg. 6068, effective April 12, 2023)

West's Smith-Hurd Illinois Compiled Statutes Annotated
Chapter 55. Counties
Act 5. Counties Code (Refs & Annos)
Article 5. Powers and Duties of County Boards
Division 5-1. In General

55 ILCS 5/5-1006.9

5/5-1006.9. County Grocery Occupation Tax Law

Currentness

<Text of section effective until Jan. 1, 2026. See, also, text of section 55 ILCS 5/5-1006.9, effective Jan. 1, 2026.>

§ 5-1006.9. County Grocery Occupation Tax Law.

(a) The corporate authorities of any county may, by ordinance or resolution that takes effect on or after January 1, 2026, impose a tax upon all persons engaged in the business of selling groceries at retail in the county, but outside of any municipality, on the gross receipts from those sales made in the course of that business. If imposed, the tax shall be at the rate of 1% of the gross receipts from these sales.

The tax imposed by a county under this subsection and all civil penalties that may be assessed as an incident of the tax shall be collected and enforced by the Department. The certificate of registration that is issued by the Department to a retailer under the Retailers' Occupation Tax Act shall permit the retailer to engage in a business that is taxable under any ordinance or resolution enacted under this subsection without registering separately with the Department under that ordinance or resolution or under this subsection.

The Department shall have full power to administer and enforce this subsection; to collect all taxes and penalties due under this subsection; to dispose of taxes and penalties so collected in the manner provided in this Section and under rules adopted by the Department; and to determine all rights to credit memoranda arising on account of the erroneous payment of tax or penalty under this subsection.

In the administration of, and compliance with, this subsection, the Department and persons who are subject to this subsection shall have the same rights, remedies, privileges, immunities, powers, and duties, and be subject to the same conditions, restrictions, limitations, penalties and definitions of terms, and employ the same modes of procedure, as are prescribed in Sections 1, 2 through 2-65 (in respect to all provisions therein other than the State rate of tax), 2c, 3 (except as to the disposition of taxes and penalties collected), 4, 5, 5a, 5b, 5c, 5d, 5e, 5f, 5g, 5i, 5j, 6, 6a, 6b, 6c, 6d, 7, 8, 9, 10, 11, 11a, 12 and 13 of the Retailers' Occupation Tax Act and all of the Uniform Penalty and Interest Act, as fully as if those provisions were set forth in this Section.

Persons subject to any tax imposed under the authority granted in this subsection may reimburse themselves for their seller's tax liability hereunder by separately stating that tax as an additional charge, which charge may be stated in combination, in a single amount, with State tax that sellers are required to collect under the Use Tax Act, pursuant to such bracket schedules as the Department may prescribe.

(b) If a tax has been imposed under subsection (a), then a service occupation tax must also be imposed at the same rate upon all persons engaged, in the county but outside of a municipality, in the business of making sales of service, who, as an incident to making those sales of service, transfer groceries, as defined in this Section, as an incident to a sale of service.

The tax imposed under this subsection and all civil penalties that may be assessed as an incident thereof shall be collected and enforced by the Department. The certificate of registration that is issued by the Department to a retailer under the Retailers' Occupation Tax Act or the Service Occupation Tax Act shall permit the registrant to engage in a business that is taxable under any ordinance or resolution enacted pursuant to this subsection without registering separately with the Department under the ordinance or resolution or under this subsection.

The Department shall have full power to administer and enforce this subsection, to collect all taxes and penalties due under this subsection, to dispose of taxes and penalties so collected in the manner provided in this Section and under rules adopted by the Department, and to determine all rights to credit memoranda arising on account of the erroneous payment of a tax or penalty under this subsection.

In the administration of and compliance with this subsection, the Department and persons who are subject to this subsection shall have the same rights, remedies, privileges, immunities, powers and duties, and be subject to the same conditions, restrictions, limitations, penalties and definitions of terms, and employ the same modes of procedure as are set forth in Sections 2, 2c, 3 through 3-50 (in respect to all provisions contained in those Sections other than the State rate of tax), 4, 5, 7, 8, 9 (except as to the disposition of taxes and penalties collected), 10, 11, 12, 13, 15, 16, 17, 18, 19, and 20 of the Service Occupation Tax Act and all provisions of the Uniform Penalty and Interest Act, as fully as if those provisions were set forth in this Section.

Persons subject to any tax imposed under the authority granted in this subsection may reimburse themselves for their serviceman's tax liability by separately stating the tax as an additional charge, which may be stated in combination, in a single amount, with State tax that servicemen are authorized to collect under the Service Use Tax Act, pursuant to any bracketed schedules set forth by the Department.

(c) The Department shall immediately pay over to the State Treasurer, ex officio, as trustee, all taxes and penalties collected under this Section. Those taxes and penalties shall be deposited into the County Grocery Tax Trust Fund, a trust fund created in the State treasury. Except as otherwise provided in this Section, moneys in the County Grocery Tax Trust Fund shall be used to make payments to counties and for the payment of refunds under this Section.

Moneys deposited into the County Grocery Tax Trust Fund under this Section are not subject to appropriation and shall be used as provided in this Section. All deposits into the County Grocery Tax Trust Fund shall be held in the County Grocery Tax Trust Fund by the State Treasurer, ex officio, as trustee separate and apart from all public moneys or funds of this State.

Whenever the Department determines that a refund should be made under this Section to a claimant instead of issuing a credit memorandum, the Department shall notify the State Comptroller, who shall cause the order to be drawn for the amount specified and to the person named in the notification from the Department. The refund shall be paid by the State Treasurer out of the County Grocery Tax Trust Fund.

(d) As soon as possible after the first day of each month, upon certification of the Department, the Comptroller shall order transferred, and the Treasurer shall transfer, to the STAR Bonds Revenue Fund the local sales tax increment, if any, as defined in the Innovation Development and Economy Act, collected under this Section.

After the monthly transfer to the STAR Bonds Revenue Fund, if any, on or before the 25th day of each calendar month, the Department shall prepare and certify to the Comptroller the disbursement of stated sums of money to named counties, the

counties to be those from which retailers have paid taxes or penalties under this Section to the Department during the second preceding calendar month. The amount to be paid to each county shall be the amount (not including credit memoranda) collected under this Section during the second preceding calendar month by the Department plus an amount the Department determines is necessary to offset any amounts that were erroneously paid to a different taxing body, and not including an amount equal to the amount of refunds made during the second preceding calendar month by the Department on behalf of such county, and not including any amount that the Department determines is necessary to offset any amounts that were payable to a different taxing body but were erroneously paid to the county, and not including any amounts that are transferred to the STAR Bonds Revenue Fund. Within 10 days after receipt by the Comptroller of the disbursement certification to the counties provided for in this Section to be given to the Comptroller by the Department, the Comptroller shall cause the orders to be drawn for the amounts in accordance with the directions contained in the certification.

(e) Nothing in this Section shall be construed to authorize a county to impose a tax upon the privilege of engaging in any business which under the Constitution of the United States may not be made the subject of taxation by this State.

(f) Except as otherwise provided in this subsection, an ordinance or resolution imposing or discontinuing the tax hereunder or effecting a change in the rate thereof shall either (i) be adopted and a certified copy thereof filed with the Department on or before the first day of April, whereupon the Department shall proceed to administer and enforce this Section as of the first day of July next following the adoption and filing, or (ii) be adopted and a certified copy thereof filed with the Department on or before the first day of October, whereupon the Department shall proceed to administer and enforce this Section as of the first day of January next following the adoption and filing.

(g) When certifying the amount of a monthly disbursement to a county under this Section, the Department shall increase or decrease the amount by an amount necessary to offset any misallocation of previous disbursements. The offset amount shall be the amount erroneously disbursed within the previous 6 months from the time a misallocation is discovered.

(h) As used in this Section, "Department" means the Department of Revenue.

For purposes of the tax authorized to be imposed under subsection (a), "groceries" has the same meaning as "food for human consumption that is to be consumed off the premises where it is sold (other than alcoholic beverages, food consisting of or infused with adult use cannabis, soft drinks, candy, and food that has been prepared for immediate consumption)", as further defined in Section 2-10 of the Retailers' Occupation Tax Act.

For purposes of the tax authorized to be imposed under subsection (b), "groceries" has the same meaning as "food for human consumption that is to be consumed off the premises where it is sold (other than alcoholic beverages, food consisting of or infused with adult use cannabis, soft drinks, candy, and food that has been prepared for immediate consumption)", as further defined in Section 3-10 of the Service Occupation Tax Act.

For purposes of the tax authorized to be imposed under subsection (b), "groceries" also means food prepared for immediate consumption and transferred incident to a sale of service subject to the Service Occupation Tax Act or the Service Use Tax Act by an entity licensed under the Hospital Licensing Act, the Nursing Home Care Act, the Assisted Living and Shared Housing Act, the ID/DD Community Care Act, the MC/DD Act, the Specialized Mental Health Rehabilitation Act of 2013, or the Child Care Act of 1969, or an entity that holds a permit issued pursuant to the Life Care Facilities Act.

(i) This Section may be referred to as the County Grocery Occupation Tax Law.

Credits

[P.A. 86-962, Art. 5, § 5-1006.9](#), added by [P.A. 103-781, § 25](#), eff. Aug. 5, 2024.

55 I.L.C.S. 5/5-1006.9, IL ST CH 55 § 5/5-1006.9

Current through P.A. 104-41 of the 2025 Reg. Sess. Some statute sections may be more current, see credits for details

End of Document

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Resolution Executive Summary

Prepared By: Finance Department
Committee: Finance Committee
Committee Date: August 28, 2025
Resolution Title: Annual Appropriation Ordinance Fiscal Year 2026
County Code: Winnebago County Code Sec 2 -38 Accounting and Financial Reporting Policies

Board Meeting Date: September 4, 2025

Budget Information:

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

Background Information:

Annually the county is required to pass a budget. Said budget must comply with Governmental Accounting Standards Board (GASB) pronouncements. The Proposed Fiscal Year 2026 Winnebago County Budget provides the financial detail to the Annual Appropriation Ordinance. Please note, the Annual Appropriation Ordinance and the Proposed Fiscal Year 2026 Budget are and should be considered parts of the same document. This executive summary, the Annual Appropriations Ordinance along with its supporting Fiscal Year 2026 Budget is or will be available no later than 9-11-2025 in electronic format and hard copy by contacting the Winnebago County Clerk. Also, from 9-11-2025 until 9-25-2025 this document will be on public display in the Winnebago County Clerk's Office.

Recommendation:

This is the recommended budget based on communication with county board members and members of the Finance Committee.

Contract/Agreement:

N/A

2025 CO

ANNUAL APPROPRIATION ORDINANCE FISCAL YEAR 2026

WHEREAS, the herein contained annual budget has been prepared in accordance with “An Act in Relation to the Budgets of Counties Not Required by Law to Pass an Annual Appropriation Bill”, as amended; and,

WHEREAS, The Finance Committee of the County Board of the County of Winnebago, State of Illinois, has received the herein contained estimated revenues, expenditure budgets and appropriations for the various departments and funds for the fiscal year beginning October 1, 2025 and ending September 30, 2026; and,

WHEREAS, said schedule of appropriations which specified the several objects and purposes of each item of expense is to be known as the Annual Appropriation Ordinance. Also, said Annual Appropriation Ordinance applies to the various Federal and State Grants that are approved by the County Board or County Health Board and appropriate funding agency.

NOW, THEREFORE, BE IT ORDAINED, by the County Board of the County of Winnebago, Illinois, that the amounts and purposes herein specified, or so much thereof as may be authorized by law, as may be needed, be and the same are hereby appropriated from the following funds: General Fund, Public Safety Sales Tax Fund, Marriage and Civil Union Fund, Document Storage Fund, Treasurer Delinquent Tax Fund, Vital Records Fee Fund, Recorder’s Document Fee Fund, Court Automation Fund, Court Security Fee Fund, Victim Impact Panel Fee Fund, Child Support & Collection Fee Fund, Children’s Waiting Room Fund, Recorder’s Rental Housing Fee Fund, Drug Enforcement Fund (Sheriff), 9-1-1 Operations Fund (ETSB), Probation Service Fee Fund, Host Fee Fund, Neutral Site Custody Exchange Fee Fund, Coroner’s Office Fee Fund, Hotel/Motel Tax Fund, Federal Forfeiture Fund (State’s Attorney), State Drug Forfeiture Fund (State’s Attorney), Check Offender Program Fund (State’s Attorney), Law Library Fund, Jail Medical Cost Fund, State’s Attorney Automation Fund, County Automation Fund, Detention Home Fund, WinGIS (County Share) Fund, Mortgage Foreclosure Mediation Fund, Specialty Courts Fund, Sheriff Electronic Citation Fee Fund, Sheriff’s Commissary Fund, CJC Fitness Fund, Historical Museum Fund, Circuit Clerk Electronic Citation Fund, Circuit Clerk Operations and Administration Fund, Children’s Advocacy Project Fund, CASA Fund, County Highway Fund, County Bridge & Improvement Fund, Federal Aid Matching Fund, Motor Fuel Tax Fund, Veteran’s Assistance Fund, Health Insurance Fund, Employer Social Security Fund, Illinois Municipal Retirement Fund, Tort Judgment and Liability Insurance Fund, Mental Health Tax Fund, 2013C Debt Certificates Fund, 2013E Debt Certificates Fund, Baxter Road Special Tax Allocation Fund, 2016E Refunding Bond Fund, 2017C Refunding Bond Fund, 2018 Pension Obligation Bonds Fund, 2020A GO Bond Fund, 2021A Refunding Bonds Fund, 2021B Refunding Bonds Fund, 2022 Series Go Refunding Bonds, Public Health/Grants Fund, Sheriff’s Department Grant Fund, State’s Attorney Grants Fund, Probation Grants Fund, Community Development Loan Fund, Circuit Court Grants Fund, City Election Fund, American Rescue Plan Act Fund, Office of Criminal Justice Initiatives Grants Fund, Opioid Settlement Fund, Rural Transit District Fund, River Bluff Nursing Home Fund, Animal Services Fund, 555 North Court Street Operations Fund, Water System–Baxter Road Fund, Internal Services Fund, Animal Services Donation Fund,

Capital Projects Fund, Regional Police Training Center Fund, 2024 Court-Case Management Project Fund for the fiscal year beginning October 1, 2025 and ending September 30, 2026; and,

BE IT FURTHER ORDAINED, that the object classifications to be used to identify the objects of expenditures within the various appropriations shall be known as personnel; supplies and services, capital outlays; debt service; transfers;

BE IT FURTHER ORDAINED, that the clerk of the County Board of the County of Winnebago, Illinois shall deliver a certified copy of this Ordinance to the County Clerk.

Respectfully Submitted,
FINANCE COMMITTEE

(AGREE)

(DISAGREE)

JOHN BUTITTA, CHAIR

JOHN BUTITTA, CHAIR

PAUL ARENA

PAUL ARENA

VALERIE HANSERD

VALERIE HANSERD

JOE HOFFMAN

JOE HOFFMAN

KEITH McDONALD

KEITH McDONALD

JOHN SWEENEY

JOHN SWEENEY

CHRISTINA VALDEZ

CHRISTINA VALDEZ

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

ATTESTED BY:

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

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



Resolution Executive Summary

Prepared By: Tanya Harris

Committee: Finance Committee

Committee Date: August 28, 2025

Resolution Title: Resolution authorizing settlement of a claim against the County of Winnebago entitled Jason Ferro versus Winnebago County

Board Meeting Date: September 4, 2025

Budget Information:

Was item budgeted? Yes	Appropriation Amount: \$45,449.93
If not, explain funding source:	Budget Impact: \$45,449.93
ORG/OBJ/Project Code: 49400-43535	Tort Judgement Fund/Worker's Comp Claims

Background Information: Settlement for Jason Ferro in the amount of \$45,449.93.

Recommendation: The Finance Committee, chaired by John Butitta, has reviewed the settlements presented to the Board. The Board is asked to approve this settlement in favor of the Committee's recommendations at its September 4, 2025 meeting.

Contract/Agreement:

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

Follow-Up: N/A

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

Sponsored by: John Butitta
Submitted by: Finance Committee

2025 CR

**RESOLUTION AUTHORIZING SETTLEMENT OF A CLAIM
AGAINST THE COUNTY OF WINNEBAGO ENTITLED
JASON FERRO VERSUS WINNEBAGO COUNTY**

WHEREAS, the County of Winnebago, Illinois, is involved in having a claim asserted against it by Jason Ferro for injuries allegedly sustained while in the employment of the Highway Department, and,

WHEREAS, the Plaintiff has offered to settle the above claims against the County of Winnebago for consideration payable in the amount of \$45,449.93 for the settlement funding for his Workers Compensation case; and,

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

NOW, THEREFORE, BE IT RESOLVED, by the County Board of the County of Winnebago, Illinois that it does hereby authorize settlement of the claim entitled Jason Ferro versus County of Winnebago for injuries allegedly sustained by Jason Ferro while in the employment of the Highway Department by payment of the amount of \$45,449.93 for the settlement for permanent disability for a Workers Compensation case.

BE IT FURTHER RESOLVED, that this Resolution for Jason Ferro in the amount of \$45,449.93 shall be in full force and effect immediately upon its adoption.

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

Respectfully Submitted,
FINANCE COMMITTEE

AGREE

DISAGREE

JOHN BUTITTA, CHAIRMAN

JOHN BUTITTA, CHAIRMAN

PAUL ARENA

PAUL ARENA

VALERIE HANSERD

VALERIE HANSERD

JOE HOFFMAN

JOE HOFFMAN

KEITH McDONALD

KEITH McDONALD

JOHN F. SWEENEY

JOHN F. SWEENEY

CHRISTINA VALDEZ

CHRISTINA VALDEZ

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

ATTESTED BY:

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

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



Resolution Executive Summary

Prepared By: Lafakeria S. Reuter
Committee: Finance Committee
Committee Date: August 28, 2025
Resolution Title: Resolution Approving the Purdue Pharma, L.P. Bankruptcy Plan and Execution of the Governmental Entity Settlement Agreement Sackler Release (Opioid Litigation)
County Code: Not Applicable
Board Meeting Date: September 4, 2025

Budget Information:

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

Background Information: The County of Winnebago, Illinois is one of many governmental agencies represented by the National Prescription Opioids Litigation Consortium (National Consortium), who have filed proofs of claims in the Chapter 11 Bankruptcy Plan of Reorganization in connection with In Re Purdue Pharma, L.P. and its affiliates. The recommendation is to vote on approval of the Purdue plan and execute the Governmental Entity Settlement Agreement ("GESA") Sackler release.

Recommendation: Staff concurs

Legal Review: The State's Attorney's Office and outside counsel.

Follow-Up: The SAO will submit the vote on the plan to the National Consortium and execute the release.

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

2025 CR _____

SUBMITTED BY: FINANCE COMMITTEE

SPONSORED BY: JOHN BUTITTA

**RESOLUTION APPROVING THE PURDUE PHARMA, L.P. BANKRUPTCY PLAN
AND EXECUTION OF THE GOVERNMENTAL ENTITY SETTLEMENT
AGREEMENT SACKLER RELEASE (OPIOID LITIGATION)**

WHEREAS, the County of Winnebago, Illinois is one of many governmental agencies represented by the National Prescription Opioids Litigation Consortium (National Consortium), who have filed proofs of claims in the Chapter 11 Bankruptcy Plan of Reorganization in connection with *In Re Purdue Pharma, L.P.* and its affiliates; and

WHEREAS, all creditors are eligible to vote on approval of Purdue's proposed bankruptcy plan and execute the Governmental Entity Settlement Agreement ("GESA") Sackler release; and

WHEREAS, upon recommendation of the National Consortium, the Finance Committee recommends approval of the plan and the release, which it believes, is a fair and equitable resolution of opioid-related claims against Purdue and Sackler.

NOW, THEREFORE BE IT RESOLVED, by the County Board of the County of Winnebago, Illinois that the County of Winnebago, Illinois is hereby authorized to submit a vote of approval of the Purdue Pharma, L.P. Bankruptcy Plan.

BE IT FURTHER RESOLVED, that the Winnebago County Board Chairman is hereby authorized to execute the Governmental Entity Settlement Agreement ("GESA") Sackler release.

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

Respectfully submitted,
Finance Committee

AGREE

DISAGREE

JOHN BUTITTA, CHAIR

JOHN BUTITTA, CHAIR

PAUL ARENA

PAUL ARENA

VALERIE HANSERD

VALERIE HANSERD

JOE HOFFMAN

JOE HOFFMAN

KEITH McDONALD

KEITH McDONALD

JOHN F. SWEENEY

JOHN F. SWEENEY

CHRISTINA VALDEZ

CHRISTINA VALDEZ

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

ATTESTED BY:

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

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



Resolution Executive Summary

Prepared By: Lafakeria S. Reuter
Committee: Finance Committee
Committee Date: August 28, 2025
Resolution Title: Resolution Authorizing the County of Winnebago, Illinois's Participation in Eight Defendant Settlements (Alvogen, Amneal, Apotex, Hikma, Indivior, Mylan, Sun Pharma and Zydus) (Opioid Litigation)
County Code: Not Applicable
Board Meeting Date: September 4, 2025

Budget Information:

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

Background Information: The County of Winnebago, Illinois is one of many governmental entities represented by the National Prescription Opioids Litigation Consortium, involving the opioid crisis. Eight additional defendants (Alvogen, Amneal, Apotex, Hikma, Indivior, Mylan, Sun Pharma and Zydus) have agreed to move forward in the settlement process. The recommendation is to have the County of Winnebago, Illinois participate in the eight settlements.

Recommendation: Staff concurs

Legal Review: The State's Attorney's Office and outside counsel.

Follow-Up: N/A

County Board Meeting: September 4, 2025

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

2025 CR _____

SUBMITTED BY: FINANCE COMMITTEE

SPONSORED BY: JOHN BUTITTA

**RESOLUTION AUTHORIZING THE COUNTY OF WINNEBAGO, ILLINOIS'S
PARTICIPATION IN EIGHT DEFENDANT SETTLEMENTS (ALVOGEN, AMNEAL,
APOTEX, HIKMA, INDIVIOR, MYLAN, SUN PHARMA AND ZYDUS) (OPIOID
LITIGATION)**

WHEREAS, the County of Winnebago, Illinois is one of many governmental entities represented by the National Prescription Opioids Litigation Consortium, involving the opioid crisis; and

WHEREAS, eight additional defendants (Alvogen, Amneal, Apotex, Hikma, Indivior, Mylan, Sun Pharma and Zydus) have agreed to move forward in the settlement process; and

WHEREAS, the Finance Committee, having conferred with the Winnebago County State's Attorney's Office and our outside legal counsel, recommend the County of Winnebago, Illinois participate in the eight additional defendants' opioid settlements and has further determined it is in the best interests of the County.

NOW, THEREFORE BE IT RESOLVED, by the County Board of the County of Winnebago, Illinois that it concurs with the recommendation of outside counsel and the Winnebago County State's Attorney's Office and authorizes the County of Winnebago, Illinois's participation in the eight additional defendants' (Alvogen, Amneal, Apotex, Hikma, Indivior, Mylan, Sun Pharma and Zydus) opioid settlements.

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

Respectfully submitted,
Finance Committee

AGREE

DISAGREE

JOHN BUTITTA, CHAIR

JOHN BUTITTA, CHAIR

PAUL ARENA

PAUL ARENA

VALERIE HANSERD

VALERIE HANSERD

JOE HOFFMAN

JOE HOFFMAN

KEITH McDONALD

KEITH McDONALD

JOHN F. SWEENEY

JOHN F. SWEENEY

CHRISTINA VALDEZ

CHRISTINA VALDEZ

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

ATTESTED BY:

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

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

ZONING COMMITTEE

Attachment
ZONING COMMITTEE
OF THE COUNTY BOARD AGENDA
September 4, 2025

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

PLANNING AND/OR ZONING REQUESTS:

TO BE LAID OVER:

1. SU-03-25 A SPECIAL USE PERMIT FOR MINING TO ALLOW A GRAVEL EXTRACTION OPERATION (RENEWAL) IN THE AG, AGRICULTURAL PRIORITY DISTRICT requested by Robert Schlichting, Applicant (Property Owner), for the property that is commonly known as 11150 and 11184 N. Main Street, Rockton, IL 61072 in Rockton Township.
PIN: 03-35-200-019 C.B. District: 2
Lesa Rating: NA Consistent W/2030 LRMP – Future Map: NA
ZBA RECOMMENDATION: *APPROVAL w/ ZBA CONDITIONS (7-0)*
ZC RECOMMENDATION: *APPROVAL w/ ZBA CONDITIONS (6-0)*

2. V-02-25 A VARIATION OF SECTION 4.11 TO ALLOW A FRONT YARD BUILDING SETBACK OF 19 FEET INSTEAD OF THE REQUIRED ESTABLISHED BUILDING SETBACK OF 60 FEET (FOR THE PURPOSE OF EXPANDING AN EXISTING ATTACHED GARAGE FROM A 2 CAR TO A 4+ CAR) requested by Timothy Fitzgerald, Property Owner, for the property that is commonly known as 3802 Brookview Road, Rockford, IL 61107 in Rockford Township.
PINS: 12-17-128-012 & 12-17-128-013 C.B. District: 16
Lesa Rating: NA Consistent W/2030 LRMP – Future Map: N/A
ZBA RECOMMENDATION: *APPROVAL w/ CONDITIONS (4-3)*
ZC RECOMMENDATION: *APPROVAL w/ CONDITIONS (5-1)*

3. V-03-25 A VARIATION OF SECTION 23.8.3 A.3. TO ALLOW AN ADDITIONAL DRIVEWAY ACCESS POINT FOR A SINGLE-FAMILY DWELLING USE (TO A GARAGE) requested by Timothy Fitzgerald, Property Owner, for the property that is commonly known as 3802 Brookview Road, Rockford, IL 61107 in Rockford Township.
PINS: 12-17-128-012 & 12-17-128-013 C.B. District: 16
Lesa Rating: NA Consistent W/2030 LRMP – Future Map: NA
ZBA RECOMMENDATION: *DENIAL (3-4) **
ZC RECOMMENDATION: *APPROVAL w/ ZC CONDITIONS (5-1)*

** Due to an unfavorable (denial) recommendation by the ZBA, this variation case / request will require a favorable vote by 3/4 of all members of the county board to pass.*

4. SU-05-25 A SPECIAL USE PERMIT FOR A WEDDING AND/OR RECEPTION FACILITY IN THE AG, AGRICULTURAL PRIORITY DISTRICT requested by Shonna Meyers, Applicant, for the property that is commonly known as 14578 Center Road, Durand, Illinois 61024 in Laona Township.
PINS: 01-34-300-006 & 01-34-300-007 C.B. District: 2
Lesa Rating: NA Consistent W/2030 LRMP – Future Map: NA
ZBA RECOMMENDATION: *APPROVAL w/ CONDITIONS (7-0)*
ZC RECOMMENDATION: *APPROVAL w/ CONDITIONS (6-0)*

Attachment
ZONING COMMITTEE
OF THE COUNTY BOARD AGENDA
September 4, 2025

5. Z-04-25 A MAP AMENDMENT TO REZONE 7.56 +/- ACRES FROM THE AG, AGRICULTURAL PRIORITY DISTRICT TO THE RA, RURAL AGRICULTURAL RESIDENTIAL DISTRICT (A SUB-DISTRICT OF THE RA DISTRICT) requested by Aaron Hall, Applicant, for the property that is commonly known as 14228 Hauley Road, Durand, IL 61024 in Shirland Township.

PIN: Part of 06-04-200-019

C.B. District: 2

Lesa Rating: High

Consistent W/2030 LRMP – Future Map: NO

ZBA RECOMMENDATION: *APPROVAL (7-0)*

ZC RECOMMENDATION: *APPROVAL (6-0)*

6. SU-06-25 A SPECIAL USE PERMIT FOR AN ACCESSORY LIVING QUARTERS IN THE RA, RURAL AGRICULTURAL RESIDENTIAL DISTRICT (A SUB-DISTRICT OF THE RA DISTRICT) requested by Aaron Hall, Applicant, for the property that is commonly known as 14228 Hauley Road, Durand, IL 61024 in Shirland Township.

PIN: Part of 06-04-200-019

C.B. District: 2

Lesa Rating: NA

Consistent W/2030 LRMP – Future Map: NA

ZBA RECOMMENDATION: *APPROVAL w/ CONDITIONS (7-0)*

ZC RECOMMENDATION: *APPROVAL w/ CONDITIONS (6-0)*

-
7. **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, October 14, 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, October 22, 2025**, at 5:30 p.m. in Room 303 of the County Administration Building.

ECONOMIC DEVELOPMENT COMMITTEE



Resolution Executive Summary

Committee Date: Monday, August 25, 2025

Committee: Economic Development

Prepared By: Chris Dornbush

Document Title: Resolution Approving Ten Thousand Dollars (\$10,000) From Host Fees To GoRockford, Formerly Known As The Rockford Area Convention And Visitors Bureau (RACVB) To Support The 2025 Stroll On State Event

County Code: 2019-CR-119, Resolution Concerning The Policy For The Process For Awarding, Recommending, Evaluating And Approval Of Host Fee Funds To Other Entities, "Annual Host Fee Award Policy"

Board Meeting Date: Thursday, September 4, 2025

Budget Information:

Was item budgeted? Yes	Appropriation Amount: \$10,000
If not, explain funding source:	
ORG - OBJ - Project Code: 41700 - 43190	Budget Impact: None - Budgeted

Background Information:

Winnebago County has historically supported GoRockford, previously Rockford Area Convention & Visitors Bureau (RACVB) to promote tourism and special events in the region. This request is for a grant of \$10,000 for the 2025 "Stroll On State" in-person event in downtown Rockford this year. The County approved \$6,000 for 2024 & 2023 and \$5,000 for the three years previously, however 2020 "Stroll On State" was virtual due to COVID-19.

Recommendation:

Winnebago County has historically supported GoRockford (previously, RACVB) to promote tourism and special events that spur positive economic impact to the region. The Economic Development Committee along with the County Board has supported the efforts of GoRockford numerous times in recent years its, most recently with financial assistance from host fees for Stroll-On-State; 2024-CR-133 (\$6,000), 2023-CR-145 (\$6,000), 2022-CR-136 (\$5,000), 2021-CR-135 (\$5,000), 2020-CR-143, (\$5,000) and the WNIT tournament 2021-CR-026 (\$20,000).

Contract/Agreement:

NA

Legal Review:

Yes

Follow-Up:

Rockford Area Convention & Visitors Bureau (RACVB) updates the Economic Development Committee on a quarterly basis and/or the entire Board as they see fit.

County Board Office

404 Elm Street, Rm 533, Rockford, IL 61101 | wincoil.gov

Phone: (815) 319- 4225 | E-mail: boardoffice@admin.wincoil.gov

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

SUBMITTED BY: ECONOMIC DEVELOPMENT COMMITTEE

2025 CR _____

**RESOLUTION APPROVING TEN THOUSAND DOLLARS (\$10,000) FROM
HOST FEES TO GOROCKFORD, FORMERLY KNOWN AS THE ROCKFORD AREA
CONVENTION AND VISITORS BUREAU (RACVB) TO SUPPORT THE
2025 STROLL ON STATE EVENT**

WHEREAS, the County of Winnebago, Illinois supports the growth of economic development for the region by the attraction of tourism and special events to the area; and

WHEREAS, GoRockford formerly known as the Rockford Area Convention and Visitors Bureau, (hereinafter “GoRockford”) works to grow the economic impact to the Winnebago County Region; and

WHEREAS, GoRockford is requesting \$10,000.00 (Ten Thousand Dollars) to hold the annual special event in the region to draw visitors to downtown Rockford, Winnebago County for tourism by hosting the Stroll on State Event this year.

NOW THEREFORE, BE IT RESOLVED, the County of Winnebago, Illinois will grant \$10,000.00 (Ten Thousand Dollars) to GoRockford, formerly known as the Rockford Area Convention and Visitors Bureau from host fee funds to support tourism by Stroll on State.

BE IT FURTHER RESOLVED, that GoRockford will be required to reimburse the County the \$10,000.00 (Ten Thousand Dollars) of this grant allocated to the “Stroll on State” event, should “Stroll on State” not occur in 2025.

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

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

Respectfully submitted,
Economic Development Committee

AGREE

DISAGREE

JOHN SWEENEY, CHAIR

JOHN SWEENEY, CHAIR

TIM NABORS, VICE CHAIR

TIM NABORS, VICE CHAIR

FREDDY DE LA TRINIDAD

FREDDY DE LA TRINIDAD

ANGELA FELLARS

ANGELA FELLARS

BRAD LINDMARK

BRAD LINDMARK

JOHN PENNEY

JOHN PENNEY

RAY THOMPSON

RAY THOMPSON

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

ATTESTED BY:

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

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

Winnebago County Annual Host Fee Award Policy Application

ORGANIZATIONAL INFORMATION	
Organization Name:	GoRockford Charitable Foundation (Stroll on State)
Contact (Point) Person:	Kristen Paul
Contact Person Position:	Executive Vice President
Contact Phone Number:	(8 1 5) 5 4 0 - 7 3 4 2 ☐ Work ☐ Home ☒ Mobile ☐ Other: _____ (8 1 5) 5 4 0 - 7 3 4 2 ☐ Work ☐ Home ☐ Mobile ☐ Other: _____
Address(es) / Location(s) of Activity:	1) 102 N Main St. 2) Downtown Rockford, IL 3)
Description of the Organization:	GoRockford is a private, non-profit organization established in 1984 to promote and champion efforts to make the Rockford Region an overnight visitor destination. The mission of GoRockford is to drive quality of life and economic growth for our citizens through tourism marketing and destination development. Stroll on State is held annually on the Saturday after Thanksgiving--Small Business Saturday--and is the Rockford region's kick-off to the holiday season. The free community event in downtown Rockford features a parade, fireworks, tree lighting, musical performances, surprise visits from Santa, and so much more!
Requested Award Amount (\$):	0 0 0 0 0 0 0 0 \$ 10,0000
Proposed Use of Award (specific):	Your sponsorship commitment would be fully dedicated to event decor that is installed by volunteers on November 23 and removed in the beginning of January. The decor will include additional elements to highlight the temporary entrance at Church and Elm and be available for the entire county to enjoy.
<i>Should address items, such as: what, who, when, where, how, etc.?</i>	

If additional space is needed, make a note in the section(s), "See attachment".

Winnebago County Annual Host Fee Award Policy Application

Expected Program Outcomes Outlined:	We anticipate about 85,000 people to attend this year's event with even more visiting the downtown decorations throughout the holiday season. The event is widely attended by residents from throughout the county and is known as the kick-off to the season.		
OTHER PARTICIPATING ORGANIZATION(S)			
Name(s)	INVESTMENT		
	Amount (\$)	or	Type of Involvement (Description)
Illinois Bank and Trust	\$ 0 0 0 , 0 0 0 , 0 0 0 . 00		\$60,000 Title sponsorship
	Has the investment been formally/officially approved? ☒ Approved Date: 2023-2025 ☐ Anticipated Date: _____		
Northwestern Illinois Building Trades	\$ _____ , _____ , _____ . 00		\$10,000 commitment for main tree
	Has the investment been formally/officially approved? ☒ Approved Date: 5/2025 ☐ Anticipated Date: _____		
OSF St. Anthony's Medical Center	\$ _____ , _____ , _____ . 00		\$13,000 commitment for ice towers
	Has the investment been formally/officially approved? ☒ Approved Date: 6/2025 ☐ Anticipated Date: _____		

Required documents to be submitted by the Organization

☒ 501(c)(3) tax exempt status

☒ signed W-9 form

Kristen Paul

Digitally signed by Kristen Paul
Date: 2025.07.31 08:03:26 -05'00'

7/31/25

Applicant Signature

Date

****By signing this application, I hereby attest that this application and any accompanying documents are true, accurate, and correct to the best of my understanding. I further agree to follow the rules and guidelines as laid out within the "Winnebago County Annual Host Fee Policy".**

If additional space is needed, make a note in the section(s), "See attachment".



STROLL *on* STATE[®]

Presented by
 **ILLINOIS**
BANK & TRUST[™]
a division of HTLF Bank.

13th Annual Sponsorship Packet

Stroll on State started because a handful of people saw a need to showcase downtown Rockford and the holidays was a great time to do that. There had not been a city holiday tree for years. This small group of people rallied a large number of volunteers

“We didn’t exactly start out with the end in mind. We knew that the UW Health Sports Factory was coming and there were discussions going on about what kind of downtown we wanted to be. There was a voice in my head that said, ‘People think we can’t do something big because it will fail.’ But when people believe something is possible, it can happen.”

John Groh, president/CEO,
Rockford Area Convention & Visitors Bureau



Stroll on State is held annually on the Saturday after Thanksgiving--Small Business Saturday--and is the Rockford region’s kick-off to the holiday season. The free community event in downtown Rockford features a parade, fireworks, tree lighting, musical performances, surprise visits from Santa, and so much more!

Stroll on State is about experiencing the awe and wonder of what a community can do together.

**Sponsorship opportunities
are now available!**



697,000

Stroll on State attendees in 12 years

** 2020 was a virtual event so attendance was not counted*



Kristen Paul
Executive Vice President

815.540.7342
kpaul@gorockford.com

GoRockford
102 N. Main St. | Rockford, IL 61101

GoRockford.com | StrollOnState.com

2025 Sponsor Benefits

Stroll on State

❄️ Premier \$20,000+	❄️ Shining Star \$8,500+	❄️ Merry & Bright \$6,500+	❄️ Santa's Helper \$3,500+	❄️ Friend \$1,000+
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*Custom packages available • **Packages can be combined to increase benefits • ***Additional details and benefits noted on sponsor opportunities sheets

Benefits	❄️	❄️	❄️	❄️	❄️
Live mentions from main stage during event	❄️				
Logo on Merry and Bright stage and on site banners	❄️				
Logo projected on buildings and/or key entrances	❄️				
Logo on Stroll posters	❄️				
Speaking opportunity at press conference	❄️				
Inclusion in all media releases	❄️				
Name on Dasher Dash shirt	❄️				
Opportunity to have a table at Dasher Dash after party	❄️	❄️			
Logo on Dasher Dash Run sign up	❄️	❄️			
Discounted Dasher Dash employee registration code	❄️	❄️	❄️		
Opportunity to pass branded item during parade	❄️	❄️	❄️		
Special mentions on RACVB social media	❄️	❄️	❄️	❄️	
Complimentary float entry in Stroll on State Parade	❄️	❄️	❄️	❄️	
Logo displayed at sponsored event zone (location varies)	❄️	❄️	❄️	❄️	
Logo and/or name on map	❄️	❄️	❄️	❄️	
Logo or name in post event newspaper thank-you ad	❄️	❄️	❄️	❄️	❄️
Logo on Stroll on State website	❄️	❄️	❄️	❄️	❄️
Approval to use Stroll on State logo	❄️	❄️	❄️	❄️	❄️
Opportunity for customized group volunteer experience	❄️	❄️	❄️	❄️	❄️
# of VIP warming lounge passes	50	30	20	10	4
# of Parking Passes with in/out privileges	15	10	3	-	-
# of Dasher Dash complimentary race registrations	8	4	-	-	-

2025 Sponsor Options

Stroll on State

Premier

Parade	\$25,000
Drone Show	\$20,000

Shining Star

City Tree	\$10,000
Fire & Ice	\$10,000
Ice Sculptor	\$10,000
Dance Party	\$10,000
Fireworks	\$10,000
Horse and Wagon	\$10,000
Dasher Dash Presenting	\$10,000
Santa Visits	\$10,000
Holiday Magic Décor (3 available)	\$8,500

Merry & Bright

East Holiday Market	\$6,500
West Holiday Market	\$6,500
Adult Beverage	\$6,500
Dasher Dash Medals	\$6,500
IndoorMovieLand	\$6,500
Merry & Bright Main Stage	\$6,500
Elf House Village	\$6,500
Dasher Dash Start/Finish Line	\$6,500
Holiday Spirit Décor (4 available)	\$6,500
Jingle Bell Stage	\$6,500

Santa's Helper

Main/Mulberry Tree	\$3,500
Eddie Green Tree	\$3,500
Adult Beverage Cups	\$3,500
Letters to Santa	
Santa's Workshop	\$3,500
Veterans Memorial Hall	\$3,500
Stroll on State Website	\$3,500
Perfect Photo Op (6 available)	\$3,500
East Fire Pits	\$3,500
West Fire Pits	\$3,500
Décor-Santa's Helper (5 available)	\$3,500
Dasher Dash Supporting (5 available)	\$3,500

Friend

Friend of Stroll on State	\$1,000+
Friend of Dasher Dash	\$1,000+

❄️ Custom packages available

❄️ Packages can be combined to increase benefits

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2025 Sponsorship

PARADE SPONSOR

Updated April 2025



PROMOTION

- **Naming Rights** (e.g., Merry & Bright's Stroll on State Holiday Parade sponsored by The Power Connection - IBEW/NECA)
- Live mention/speaking opportunity at the Stroll on State **news conference**
- Inclusion in all **media releases**
- Logo on pre-event publicity **Stroll posters**
- Logo in post-event newspaper **full-page thank you ads**
- Logo on Stroll on State **website** (62,384 views in 2024)
- Special mentions on GoRockford **social media**: Facebook, Instagram (over **2 million total views** on pages in November 2024)
- Ability to use **Stroll on State logo** on company website/posts (content approval required)
- Opportunity for customized group volunteer experience

ON-SITE

- Logo recognition at start and end of parade
- Live mentions from and logo on the Merry & Bright Stage
- Logo and/or name in Stroll on State printed map and digital interactive map (currently over 114,000 views)
- Logo on Dasher Dash Shirt and Run Sign-up
- Logo **projected** on buildings and/or key entrances
- 15 easy access **parking passes**
- 50 passes to the **GoRockford Warming Lounge** (complimentary snacks and non-alcoholic beverages, cash bar, access to indoor restrooms, kid-friendly activities) (valid one per person)
- 8 complimentary runners in Dasher Dash
- Complimentary **float entry** in parade
- Opportunity to provide **branded holiday-themed item** to be passed out during the parade (with approval)
- Opportunity for table at Dasher Dash After Party
- Dasher Dash employee registration code with discounted entry fee

*Confirmation of sponsorship
requested by **August 1, 2025***

INVESTMENT = \$25,000

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2025 Sponsorship

DRONE SHOW SPONSOR

Updated April 2025



PROMOTION

- **Naming Rights** (e.g., Merry & Bright's Stroll on State Drone Show Sponsored by Plumbers & Pipefitters Local 23)
- Live mention/speaking opportunity at the Stroll on State **news conference**
- Inclusion in all **media releases**
- Logo on pre-event publicity **Stroll posters**
- Logo in post-event newspaper **full-page thank you ads**
- Logo on Stroll on State **website** (62,384 views in 2024)
- Special mentions on GoRockford **social media**: Twitter, Facebook, Instagram (over **2 million total views** on pages in November 2024)
- Ability to use **Stroll on State logo** on company website/posts (content approval required)
- Opportunity for customized group volunteer experience

ON-SITE

- Logo recognition by drone in the sky
- Live mentions from main Merry & Bright Stage
- Logo and/or name in Stroll on State printed map and digital interactive map (currently over 114,000 views)
- Logo on Dasher Dash Shirt and Run Sign-up
- Logo **projected** on buildings and/or key entrances
- 15 easy access **parking passes**
- 50 passes to the **GoRockford Warming Lounge** (complimentary snacks and non-alcoholic beverages, cash bar, access to indoor restrooms, kid-friendly activities) (valid one per person)
- 8 complimentary runners in Dasher Dash
- Complimentary **float entry** in parade
- Opportunity to provide **branded holiday-themed item** to be passed out during the parade (with approval)
- Opportunity for table at Dasher Dash After Party
- Dasher Dash employee registration code with discounted entry fee

*Confirmation of sponsorship
requested by **August 1, 2025***

INVESTMENT = \$20,000

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2025 Sponsorship

CITY TREE SPONSOR

Updated April 2025



PROMOTION

- Official sponsor of **City of Rockford Holiday Tree** (November 27 - early January) — Includes signage
- Inclusion in all **media releases**
- Logo in post-event newspaper **full-page thank you ads**
- Logo on Stroll on State **website** (62,384 views in 2024)
- Special mentions on GoRockford **social media**: Facebook, Instagram (over **2 million total views** on pages in November 2024)
- Ability to use **Stroll on State logo** on company website/posts (content approval required)
- Opportunity for customized group volunteer experience

ON-SITE

- Logo displayed on **signage at tree** (November - January)
- Live mention from the Merry & Bright Stage during the **tree lighting ceremony**
- Logo and/or name in Stroll on State printed map and digital interactive map (currently over 114,000 views)
- Logo on Dasher Dash Shirt
- Logo on Run Sign-up
- 10 easy access **parking passes**
- 30 passes to the **GoRockford Warming Lounge** (complimentary snacks and non-alcoholic beverages, cash bar, access to indoor restrooms, kid-friendly activities) (valid one per person)
- Complimentary **float entry** in parade
- 4 complimentary runners in **Dasher Dash**
- Opportunity to provide **branded holiday-themed item** to be passed out during the parade (with approval)
- Opportunity to have a table at Dasher Dash after party
- Dasher Dash employee registration code with discounted entry fee

Confirmation of sponsorship
requested by **August 1, 2025**

INVESTMENT = \$10,000

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2025 Sponsorship

DANCE PARTY SPONSOR

Updated April 2025



PROMOTION

- Inclusion in all **media releases**
- Name in post-event newspaper **full page thank you ads**
- Logo on Stroll on State **website** (62,384 views in 2024)
- Special mentions on GoRockford **social media**: Facebook, Instagram (over **2 million total views** on pages in November 2024)
- Ability to use **Stroll on State logo** on company website/posts (content approval required)
- Opportunity for customized group volunteer experience

ON-SITE

- **Logo signage** throughout Dance Party
- Logo and/or name in Stroll on State printed map and digital interactive map (currently over 114,000 views)
- Logo on Run Sign-up
- 10 easy access **parking passes**
- 30 passes to the **GoRockford Warming Lounge** (complimentary snacks and non-alcoholic beverages, cash bar, access to indoor restrooms, kid-friendly activities) (valid one per person)
- Complimentary **float entry** in parade
- 4 Complimentary runners in Dasher Dash
- Optional opportunity to provide **branded holiday themed item** to be passed out during the parade (with approval)
- Opportunity to have a table at Dasher Dash after party
- Dasher Dash employee registration code with discounted entry fee

*Confirmation of sponsorship
requested by **August 1, 2025***

INVESTMENT = \$10,000

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2025 Sponsorship

FIREWORKS SPONSOR

Updated April 2025



PROMOTION

- Official exclusive sponsor of **Stroll on State Fireworks**
- Inclusion in all **media releases**
- Name in post-event newspaper **full-page thank you ads**
- Logo on Stroll on State **website** (62,384 views in 2024)
- Special mentions on RACVB **social media**: Twitter, Facebook, Instagram (over **2 million total views** on pages in November 2024)
- Ability to use **Stroll on State logo** on company website/posts (content approval required)
- Opportunity for customized group volunteer experience

ON-SITE

- Logo and/or name in Stroll on State printed map and digital interactive map (currently over 114,000 views)
- Logo on Run Sign-up
- 10 easy access **parking passes**
- 30 passes to the **GoRockford Warming Lounge** (complimentary snacks and non-alcoholic beverages, cash bar, access to indoor restrooms, kid-friendly activities) (valid one per person)
- Complimentary **float entry** in parade
- 4 complimentary runners in Dasher Dash
- Opportunity to provide **branded holiday-themed item** to be passed out during the parade (with approval)
- Opportunity to have a table at Dasher Dash after party
- Dasher Dash employee registration code with discounted entry fee

*Confirmation of sponsorship
requested by **August 1, 2025***

INVESTMENT = \$10,000

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2025 Sponsorship

FIRE & ICE SPONSOR

Updated April 2025



PROMOTION

- Official sponsor of **Fire & Ice towers** (east and west)
- Inclusion in all **media releases**
- Name in post-event newspaper **full-page thank you ads**
- Logo on Stroll on State **website** (62,384 views in 2024)
- Special mentions on GoRockford **social media**: Twitter, Facebook, Instagram (over **2 million total views** on pages in November 2024)
- Ability to use **Stroll on State logo** on company website/posts (content approval required)
- Opportunity for customized group volunteer experience/ posts

ON-SITE

- Logo displayed both ice towers and within ice
- Logo and/or name in Stroll on State printed map and digital interactive map (currently over 114,000 views)
- Logo on Run Sign-up
- 10 easy access **parking passes**
- 30 passes to the **GoRockford Warming Lounge** (complimentary snacks and non-alcoholic beverages, cash bar, access to indoor restrooms, kid-friendly activities) (valid one per person)
- Complimentary **float entry** in parade
- 4 complimentary runners in Dasher Dash
- Opportunity to provide **branded holiday-themed item** to be passed out during the parade (with approval)
- Opportunity to have a table at Dasher Dash after party
- Dasher Dash employee registration code with discounted entry fee

*Confirmation of sponsorship
requested by **August 1, 2025***

INVESTMENT = \$10,000

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2025 Sponsorship

HORSE & WAGON SPONSOR

Updated April 2025



PROMOTION

- Official sponsor of **Horse & Wagon Rides** during Stroll on State
- Inclusion in all **media releases**
- Logo in post-event newspaper **full-page thank you ads**
- Logo on Stroll on State **website** (62,384 views in 2024)
- Special mentions on GoRockford **social media**: Facebook, Instagram (over **2 million total views** on pages in November 2024)
- Ability to use **Stroll on State logo** on company website/posts (content approval required)
- Opportunity for customized group volunteer experience

(complimentary snacks and non-alcoholic beverages, cash bar, access to indoor restrooms, kid-friendly activities) (valid one per person)

- Complimentary **float entry** in parade
- 4 complimentary runners in Dasher Dash
- Opportunity to provide **branded holiday-themed item** to be passed out during the parade (with approval)
- Opportunity to have a table at Dasher Dash after party
- Dasher Dash employee registration code with discounted entry fee

ON-SITE

- Logo and/or name in Stroll on State printed map and digital interactive map (currently over 114,000 views)
- Logo on Dasher Dash Shirt and Run Sign-up
- 10 easy access **parking passes**
- 30 passes to the **GoRockford Warming Lounge**

*Confirmation of sponsorship
requested by **August 1, 2025***

INVESTMENT = \$10,000

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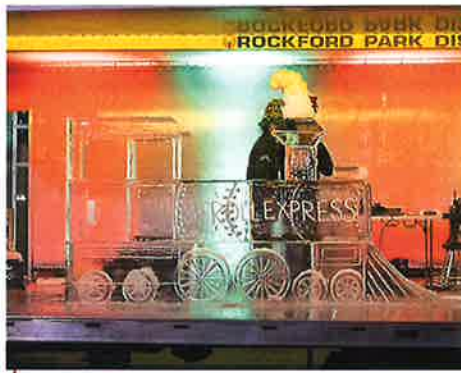
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2025 Sponsorship

ICE SCULPTOR SPONSOR

Updated April 2025



PROMOTION

- Official sponsor of the **Ice Sculptors**
- Inclusion in all **media releases**
- Name in post-event newspaper **full-page thank you ads**
- Logo on Stroll on State **website** (62,384 views in 2024)
- Special mentions on GoRockford **social media**: Facebook, Instagram (over **2 million total views** on pages in November 2024)
- Ability to use **Stroll on State logo** on company website/posts (content approval required)
- Opportunity for customized group volunteer experience

ON-SITE

- Logo and/or name in Stroll on State printed map and digital interactive map (currently over 114,000 views)
- Logo on Run Sign-up
- 10 easy access **parking passes**
- 30 passes to the **GoRockford Warming Lounge** (complimentary snacks and non-alcoholic beverages, cash bar, access to indoor restrooms, kid-friendly activities) (valid one per person)
- Complimentary **float entry** in parade
- 4 complimentary runners in Dasher Dash
- Opportunity to provide **branded holiday-themed item** to be passed out during the parade (with approval)
- Opportunity to have a table at Dasher Dash after party
- Dasher Dash employee registration code with discounted entry fee

Confirmation of sponsorship
requested by **August 1, 2025**

INVESTMENT = \$10,000

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2025 Sponsorship

DASHER DASH PRESENTING SPONSOR

Updated April 2025



PROMOTION

- Identified as **Dasher Dash Presenting Sponsor** in print and digital advertising
- Name in post-event newspaper **full-page thank you ads**
- Premium logo placement on **Stroll on State and event websites** with live link to company website (62,384 views in 2024)
- Premium logo placement in **e-blasts** (sent to over 25,000 subscribers in 2024)
- Special mentions on GoRockford **social media**: Facebook, Instagram (over **2 million total views** on pages in November 2024)
- Ability to use **Stroll on State logo** on company website/posts (content approval required)
- Opportunity for customized group volunteer experience
- Logo and/or name in Stroll on State printed map and digital interactive map (currently over 114,000 views)

ON-SITE

- **Speaking opportunity** at the kickoff/start of the run
- **Table** at 5K event staffed by a representative from your company
- **10** complimentary race registrations
- Dasher Dash employee registration code to track your employee wellness program
- Opportunity to give **"congratulations" message** to runners at the end of the Dasher Dash event
- Logo on Dasher Dash Shirt
- Logo on Run Sign-up
- 10 easy access **parking passes**
- 30 passes to the **GoRockford Warming Lounge** (complimentary snacks and non-alcoholic beverages, cash bar, access to indoor restrooms, kid-friendly activities) (valid one per person)

Added Bonus:

- Logo placement on Dasher Dash **drink ticket**
- Logo placement on the **finisher medal ribbon**

Confirmation of sponsorship
requested by **August 1, 2025**

INVESTMENT = \$10,000

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2025 Sponsorship

HOLIDAY MAGIC SPONSOR

Updated April 2025



PROMOTION

- Inclusion in all **media releases**
- Name in post-event newspaper **full-page thank you ads**
- Logo on Stroll on State **website** (62,384 views in 2024)
- Special mentions on GoRockford **social media**: Facebook, Instagram (over **2 million total views** on pages in November 2024)
- Ability to use **Stroll on State logo** on company website/posts (content approval required)
- Opportunity for customized group volunteer experience/posts

ON-SITE

- Logo displayed on 15 **gift boxes or planter signs** in downtown Rockford
- Logo and/or name in Stroll on State printed map and digital interactive map (currently over 114,000 views)
- 10 easy access **parking passes**
- 30 passes to the **GoRockford Warming Lounge** (complimentary snacks and non-alcoholic beverages, cash bar, access to indoor restrooms, kid-friendly activities) (valid one per person)
- Complimentary **float entry** in parade
- 4 complimentary runners in Dasher Dash
- Opportunity to provide **branded holiday-themed item** to be passed out during the parade (with approval)
- Opportunity to have a table at **Dasher Dash** after party
- Dasher Dash employee registration code with **discounted entry fee**

*Confirmation of sponsorship
requested by **August 1, 2025***

INVESTMENT = \$8,500

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2025 Sponsorship

MERRY & BRIGHT SPONSOR

Updated April 2025



PROMOTION

- **Official Sponsor** of selected opportunity
- Name in post-event newspaper **full-page thank you ads**
- Logo on Stroll on State **website** (62,384 views in 2024)
- Special mentions on GoRockford **social media**: Facebook, Instagram (over **2 million total views** on pages in November 2024)
- Ability to use **Stroll on State logo** on company website/posts (content approval required)
- Opportunity for customized group volunteer experience

ON-SITE

- Logo displayed at sponsored **event zone/event**
- Logo and/or name in Stroll on State printed map and digital interactive map (currently over 114,000 views)
- 3 easy access **parking passes**
- 20 passes to the **GoRockford Warming Lounge** (complimentary snacks and non-alcoholic beverages, cash bar, access to indoor restrooms, kid-friendly activities) (valid one per person)
- Complimentary **float entry** in parade
- Opportunity to provide **branded holiday-themed item** to be passed out during the parade (with approval)
- Dasher Dash employee registration code with discounted entry fee

AVAILABLE OPPORTUNITIES

Merry & Bright Main Stage

Indoor MovieLand West

East Vendor Market

West Vendor Market

Adult Beverages

Holiday Spirit Decor (4)

Dasher Dash Medals

Dasher Dash Start/Finish Lines

Jingle Bell Stage

*Confirmation of sponsorship
requested by **August 1, 2025***

INVESTMENT = \$6,500

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2025 Sponsorship

SANTA'S HELPER SPONSOR

Updated April 2025



PROMOTION

- **Official Sponsor** of selected opportunity
- Name in post-event newspaper **full-page thank you ads**
- Logo on Stroll on State **website** (62,384 views in 2024)
- Special mentions on GoRockford **social media**: Facebook, Instagram (over **2 million total views** on pages in November 2024)
- Ability to use **Stroll on State logo** on company website/posts (content approval required)
- Opportunity for customized group volunteer experience

ON-SITE

- Logo displayed at sponsored **event zone/event**
- Logo and/or name in Stroll on State printed map and digital interactive map (currently over 114,000 views)
- 10 passes to the **GoRockford Warming Lounge** (complimentary snacks and non-alcoholic beverages, cash bar, access to indoor restrooms, kid-friendly activities) (valid one per person)
- Complimentary **float entry** in parade

AVAILABLE OPPORTUNITIES

Merry & Bright Holiday Tree

Main/Mulberry (Nov. - early Jan.)

Eddie Green Place Holiday Tree

(Nov. - early Jan.)

Adult Beverage Cups

(logo on approx. 10,000 cups)

Veterans Memorial Hall

Letters to Santa

Stroll on State Website

Perfect Photo-Op (6)

East Fire Pits

Santa's Workshop

West Fire Pits

Decor- Santa's Helper (5)

Dasher Dash Supporting (5)

Confirmation of sponsorship
requested by **August 1, 2025**

INVESTMENT = \$3,500

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GoRockford
102 N. Main St.
Rockford, IL 61101
gorockford.com

Kristen Paul
Executive Vice President
815.540.7342
kpaul@gorockford.com

GO ROCKFORD

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SATURDAY, NOVEMBER 30, 2024

By the Numbers



60,000

people attended
Stroll on State in 2024



12°

for the average
temperature during
Stroll on State
(our coldest
year yet!)

45 ft

tall Blue
Spruce



613

ornaments throughout
downtown

New at Stroll

204

drones used
in the brand
new drone
show

8

large
balloons in
the parade
(including
a new
screw)

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7 photo op locations
(including new sock monkeys)

StrollOnState.com



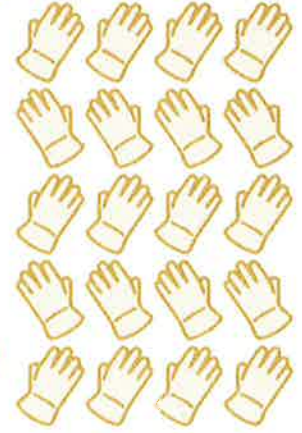
8 snowmen carved
out of ice



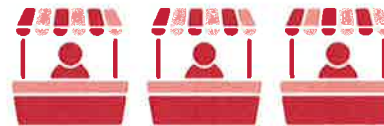
1,450
Dasher Dash
participants



653
letters
written to
Santa



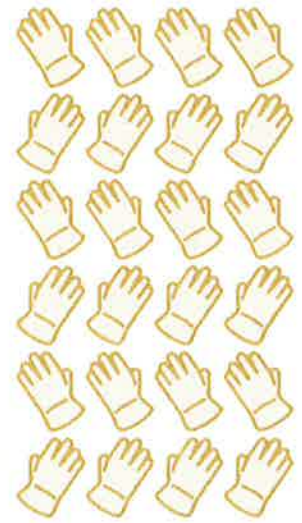
78
sponsors
and friends



100
vendors



3,892
volunteer hours



Stroll on State in the Media



1,741,151

view of billboards in
Rockford, Milwaukee,
and Chicago areas



619,500

views of the Stroll on State
Facebook page in November



691 million

total reach from
359 media mentions



96,648
views of the GoRockford
website in November

STROLL *on* STATE

2024 STROLL ON STATE SPONSOR RECAP



WINNEBAGO COUNTY
— ILLINOIS —

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SATURDAY, NOVEMBER 30, 2024



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STROLL on STATE®

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SATURDAY, NOVEMBER 30, 2024



SATURDAY, NOVEMBER 30, 2024

SPONSOR BENEFITS

- **Decor Sponsor**
Special mentions on social media
- **359** Stroll on State media mentions through broadcast/online/social
- Logo displayed on StrollonState.com (**96,643** website visitors up 54% and **62,384** website visits in 2023)

LOGO/NAME INCLUSION

- Print Thank You Ad-Mailed to homes in Rockford area and in Chicago suburbs
- Name included on Stroll on State interactive map (**65,484** views)
- Logo displayed at planters throughout footprint
- Logo displayed in 10 planters

EVENT PERKS

- 20 Warming Center passes
- Ability to use Stroll on State logo
- 3 Parking Passes
- Discounted Dasher Dash employee registration code
- Opportunity to pass branded item during parade
- Complimentary float entry in Stroll on State Parade
- Opportunity for customized group volunteer experience

BILLBOARDS

Billboards were strategically placed in Chicago suburbs, Milwaukee and Rockford.

Estimated impressions: **1,741,151**

SOCIAL MEDIA

Stroll on State Facebook Page Overview

- **619,500** viewers **291,847** accounts reached (up 112%)
- 3,700 link clicks
- 36,300 page visits
- 8,029 content reactions
- 257 hours viewed on videos

Winnebago County Posts:

Views: **3.7K**

DIGITAL CAMPAIGN

Digital campaign included Meta (Facebook and Instagram), Google Advertising, and geofencing (remarketing consumers who attended large Midwestern festivals in the last three years)

- Meta Impressions: **990,239**
- Google Impressions: **2,131,084**
- TikTok: **204,397**



Rockford Area Convention & Visitors Bureau *assumed name*, “GoRockford”



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Business Entity Search

Entity Information

Entity Name	ROCKFORD AREA CONVENTION & VISITORS BUREAU		
File Number	53594433	Status	ACTIVE
Entity Type	CORPORATION	Type of Corp	NOT-FOR-PROFIT
Incorporation Date (Domestic)	09-27-1984	State	ILLINOIS
Duration Date	PERPETUAL		
Annual Report Filing Date	00-00-0000	Annual Report Year	2025
Agent Information	JOHN ALAN GROH 102 N MAIN ST ROCKFORD, IL 61101		
		Agent Change Date	07-30-2009

Services and More Information

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

Available Services

Officers

Assumed Name

Old Corp Name

File History

Status	Assumed Name
ACTIVE	GOROCKFORD

Purchase Certificate of Good Standing

Showing 1 to 1 of 1 entries

Previous 1 Next

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Services ✓

More
Services ✓

Business Entity Search

Entity Information

Entity Name

ROCKFORD AREA CONVENTION & VISITORS BUREAU

File Number

53594433

Status

ACTIVE

Entity Type

CORPORATION

Type of Corp

NOT-FOR-PROFIT

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09-27-1984

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ILLINOIS

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Annual Report Filing Date

00-00-0000

Annual Report

Year

2025

Agent Information

JOHN ALAN GROH
102 N MAIN ST
ROCKFORD ,IL 61101

Agent Change Date

07-30-2009

Services and More Information

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

[Available Services](#)[Officers](#)[Assumed Name](#)[Old Corp Name](#)[File History](#)[Purchase Master Entity Certificate of Good Standing](#)[Purchase Assumed Name Certificate of Good Standing](#)[File Annual Report \(https://apps.ilsos.gov/nfpannualreports/\)](https://apps.ilsos.gov/nfpannualreports/)[Change of Registered Agent and/or Registered Office \(https://apps.ilsos.gov/corpagentchange/\)](https://apps.ilsos.gov/corpagentchange/)[Adopting Assumed Name \(https://apps.ilsos.gov/corpassumednameadoption/\)](https://apps.ilsos.gov/corpassumednameadoption/)[Corp Assumed Renewal \(https://apps.ilsos.gov/corpassumedrenewal/\)](https://apps.ilsos.gov/corpassumedrenewal/)[English](#)



Resolution Executive Summary

Committee Date: Monday, August 25, 2025

Committee: Economic Development

Prepared By: Chris Dornbush

Document Title: Resolution Of The County Board Of The County Of Winnebago, Illinois
Approving The Support Of And Participation In The 2026-2030
Comprehensive Economic Development Strategy (CEDS) For Northern
Illinois Region

County Code: NA

Board Meeting Date: Thursday, September 4, 2025

Budget Information:

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

Background Information:

This Resolution is a show of support and participation for the continuation of the Economic Development District at Region 1 Planning Council, which is a requirement. It is an early step to the updating of the Comprehensive Economic Development Strategy (CEDS) Plan which must be updated and approved once completed every 5 years. This doesn't approve the Plan, but simply expresses Board support and participation for it to move forward. Winnebago County Board has previously approved and adopted the last three Comprehensive Economic Development Strategy (CEDS) Plans for the years 2010-2014, 2016-2020, and 2021-2025. This will be the 4th CEDS Plan. The Plan lays the groundwork for economic development strategies as a region for the Counties of Winnebago, Boone, and McHenry. The benefit of the approving the Plan sets forth the continuation of having future targeted growth areas for economic development as well as allowing the County to be able to apply and potentially receive federal funds from grants for having an established plan in place.

*Hyperlink for the **draft 2026-30 CEDS Plan:***

<https://drive.google.com/file/d/1Kv5bmYEVUpTwMBxTvQXxXPX43D9MA0Dm/view>

Recommendation:

County Board and administration has long supported and continues to support the efforts of the CEDS through initiatives and policies. The County benefits from this by the potential of being able to receive federal grants/funds to foster the continued growth of economic development in the region.

Contract/Agreement: NA

Legal Review: Yes

Follow-Up: NA

County Board Office

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

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

SUBMITTED BY: ECONOMIC DEVELOPMENT COMMITTEE

2025 CR _____

**RESOLUTION OF THE COUNTY BOARD OF THE COUNTY OF WINNEBAGO,
ILLINOIS APPROVING THE SUPPORT OF AND PARTICIPATION IN THE
2026-2030 COMPREHENSIVE ECONOMIC DEVELOPMENT STRATEGY (CEDS)
FOR NORTHERN ILLINOIS REGION**

WHEREAS, the County of Winnebago, Illinois (County) has been and continues to be a member of the Region 1 Planning Council (R1PC) Economic Development District (EDD) for the past Comprehensive Economic Development Strategy (CEDS); 2010-2015, 2016-2020, 2021-2025 and is looking to remain a partner for the 2026-2030 CEDS Plan with Boone and McHenry counties; and

WHEREAS, a 30-day public comment period was held for residents of the region to review the draft 2026-2030 CEDS; and

WHEREAS, a steering committee, consisting of the County and other local government officials, business representatives, civic leaders, and economic development officials participated in the collaborative planning process to develop the 2026-2030 CEDS for the Northern Illinois Region; and

WHEREAS, R1PC staff will conduct the research, coordinate the steering committee, and draft the strategy, with coordination with EDD partners and the County; and

WHEREAS, the CEDS is designed to bring together the public and private sectors in the creation of an “economic road map” to diversify regional economies; encourages economic development opportunities; and allows entities within the County to apply for grants and assistance from the U.S. Department of Commerce Economic Development Administration; and

WHEREAS, the CEDS is in alignment with Winnebago County’s economic development goals and objectives.

NOW, THEREFORE BE IT RESOLVED, by the County Board of Winnebago County, Illinois, that it hereby approves the above outlined participation in the 2026-2030 Comprehensive Economic Development Strategy (CEDS) and authorizes Region 1 Planning Council (R1PC) Economic Development District (EDD) according to the prescribed requirements of the U.S. Economic Development Administration.

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

BE IT FURTHER RESOLVED, that the Winnebago County Clerk is directed to forward a certified copy of this Resolution to the Winnebago County Chief Operations Officer, County Finance Director, County Administrator, and the County Auditor.

Respectfully submitted,
Economic Development Committee

AGREE

DISAGREE

JOHN SWEENEY, CHAIR

JOHN SWEENEY, CHAIR

TIM NABORS, VICE CHAIR

TIM NABORS, VICE CHAIR

FREDDY DE LA TRINIDAD

FREDDY DE LA TRINIDAD

ANGELA FELLARS

ANGELA FELLARS

BRAD LINDMARK

BRAD LINDMARK

JOHN PENNEY

JOHN PENNEY

RAY THOMPSON

RAY THOMPSON

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

ATTESTED BY:

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

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



Resolution Executive Summary

Committee Date: Monday, August 25, 2025

Committee: Economic Development

Prepared By: Chris Dornbush

Document Title: Resolution To Grant One Hundred And Fifty Thousand Dollars (\$~~150~~0,000)
From Host Fees To The Pec Playhouse Theatre For Building Capital
Improvements

County Code: NA

Board Meeting Date: Thursday, September 4, 2025

Budget Information:

Was item budgeted? Yes	Appropriation Amount: \$100,000 <u>\$150,000</u>
If not, explain funding source:	
ORG - OBJ - Project Code: 41700 - 43190	Budget Impact: None - Budgeted

Background Information:

Pec Playhouse Theatre (Pec) was established in 1991 and produces many different productions; dramas, comedies, musicals, and specialty shows. It is located in the Village of Pecatonica, where it is renovating and putting on a new addition to their 7,000 square foot building (202 W. 3rd Street). Pec is requesting a single grant of a ~~\$100,000~~ \$150,000 from the County that would help them achieve 90% of their \$1,750,000 project and allow them to move forward with designing and begin construction. The organization financially is self-sustaining, however this capital improvement project is due to their previous facilities' roof collapsing in February of 2021 and seeking a new location to continue on. "Between 2011 and 2021, Pec volunteers staged 43 productions with total performances of 421 and a total audience of 52,794." They have an estimated economic impact of \$150,486 annually; Pec spends approximately \$50,000 locally and audience spends approximately \$100,486.

Recommendation:

Winnebago County supports organizations that have long-established history in positive economic impact in the local economy.

Contract/Agreement:

NA

Legal Review:

Yes

Follow-Up:

Pec Playhouse Theatre can provide updates on the progress to the Economic Development Committee and/or the entire Board as requested.

County Board Office

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

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

SUBMITTED BY: ECONOMIC DEVELOPMENT COMMITTEE

2025 CR _____

**RESOLUTION TO GRANT ONE HUNDRED AND FIFTY THOUSAND DOLLARS
(\$150,000) FROM HOST FEES TO THE PEC PLAYHOUSE THEATRE FOR
BUILDING CAPITAL IMPROVEMENTS**

WHEREAS, the County of Winnebago, Illinois (County) is the recipient of host fees from the landfill and has determined that such host fees shall be used for economic development; and

WHEREAS, the County developed the policy known as the “Annual Host Fee Award Policy”, (2019-CR-119) to govern the award of such host fees annually to process, award, recommend, evaluate, and approve project requests; and

WHEREAS, the County supports the growth of economic development for the region by supporting organizations that cultivate positive economic impact; and

WHEREAS, Pec Playhouse Theatre (hereinafter “Pec”) is a long-established organization formed in 1991, has had 155 productions, over 1,400 performances, and making an estimated economic impact of \$150,486 annually to the local economy; and

WHEREAS, on February 24, 2021, Pec’s roof collapsed and the building located at 314 Main Street, Pecatonica, Illinois was subsequently demolished, leaving them in search of a solution; and

WHEREAS, Pec has purchased a new building located at 202 West 3rd Street, Pecatonica, Illinois to remodel and construct a building addition for their performances; and

WHEREAS, Pec is requesting One Hundred and Fifty Thousand Dollars (\$150,000.00) from host fees to reach their goal of 90% of \$1,750,000 to assist with the 7,000 square feet design, remodel, and addition to their building.

NOW THEREFORE, BE IT RESOLVED, by the County Board of the County of Winnebago, Illinois that the County of Winnebago, Illinois will grant One Hundred and Fifty Thousand Dollars (\$150,000.00) to Pec Playhouse Theatre (Pec) from host fee funds to support their building capital improvements of a 7,000 square feet remodel and addition of their building located at 202 West 3rd Street, Pecatonica, Illinois.

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

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

Respectfully submitted,
Economic Development Committee

AGREE

DISAGREE

JOHN SWEENEY, CHAIR

JOHN SWEENEY, CHAIR

TIM NABORS, VICE CHAIR

TIM NABORS, VICE CHAIR

FREDDY DE LA TRINIDAD

FREDDY DE LA TRINIDAD

ANGELA FELLARS

ANGELA FELLARS

BRAD LINDMARK

BRAD LINDMARK

JOHN PENNEY

JOHN PENNEY

RAY THOMPSON

RAY THOMPSON

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

ATTESTED BY:

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

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

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

SUBMITTED BY: ECONOMIC DEVELOPMENT COMMITTEE

2025 CR _____

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Respectfully submitted,
Economic Development Committee

AGREE

DISAGREE

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ATTESTED BY:

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

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

Miracle on 3rd Street **Rebuild Pec Playhouse Theatre**



Pec Playhouse Theatre
Capital Campaign Committee

Laurie S. Miller, MBA – Chair – Retired Multi-Business Owner & Arts Lover

Angela Larson – CEO – Rockford Chamber of Commerce

Pamela Clark Reidenbach – COO – NICNE

Kevin Stites – Broadway Music Director / Pecatonica Native

Brian Pauley – VP Wells Fargo Financial

Miracle on 3rd Street **Rebuild Pec Playhouse Theatre**



Grant Application

Social Benefits of The Arts

Fundraising Results

Letters of Support
501©(3) Tax Form



AUGUST 2022

ECONOMIC & SOCIAL IMPACT

The Village of Pecatonica has been without a community theatre since Pec Playhouse's roof collapsed in February 2021. The loss of this downtown asset has had a negative impact on the community and many believe that it is time to rebuild and rejuvenate our local company of volunteers, patrons, donors, technicians, artisans, and actors.

The community agrees. Based on a poll of 230 residents and visitors on May 30, 2022, 99.1% believe that a community theater brings significant value to Pecatonica and 95.6% would like to see the theatre rebuilt in the downtown business district.

"Arts organizations often serve as anchors of local business districts"

according to research conducted by the John D. and Catherine T. MacArthur Foundation. As an anchor business, community theatres provide both economic and social impact.

ECONOMIC IMPACT

30
Seasons

1,400+
Performances

247k
Volunteer Hours

158k
Audience Members

\$7.5 Million
Spending at local
restaurants, bars, shops,
and gas station

Pec Playhouse was founded in 1991 and has produced 30 consecutive seasons – 155 productions and more than 1,400 performances – of dramas, comedies, musicals, and specialty shows. This includes annual collaborations with Pecatonica High School from 1991 to 2014. For many of these years, ticket information was calculated manually and in 2010, the theatre installed a digital ticketing system. This system enabled detailed data on subsequent seasons, which was used to conduct this analysis.

Between 2011 and 2021, Pec Playhouse volunteers staged 43 productions with total performances of 421 and a total audience of 52,794. With an average ticket price of \$11, that equates to more than \$581,000 spent in the community, plus additional spending at our local shops, gas station, restaurants, and bars. If each patron spent an additional \$11 in Pecatonica on show night, that totals \$581,000 spent in the 2011–2021 period, or based on an average annual audience of 4,472, approximately \$49,200 annually. Multiply that by the Theatre's 30-year history and the economic impact equates to approximately \$1.5M. Consider the spending of cast and crew on rehearsal and performance nights and those 25–75 volunteers could generate spending as high as \$202,125 annually, or \$6.0M in the past 30 years.

Based on data collected in 2021, Pec Playhouse volunteers contributed 2,447 hours toward theatre management and one production. In a typical season, the theatre produces five shows, with one being a labor-intensive musical. Based on calculations from the 2021 actual data, one could estimate that in a typical year, volunteers would donate 8,237 hours. The Do Good Institute estimates the value of a volunteer hour at \$27.20, making the economic impact of Pec Playhouse volunteerism equivalent to \$224,046 annually and \$6.7M over the course of 30 seasons.

In data collected by Americans for the Arts, arts organizations in the Rockford Region (which includes Pecatonica) spend \$17.4M annually, while their audiences spend \$6.6M. This spending generates more than 1,000 jobs; \$21.2M in household income; and \$1.5M in local government revenue. Using Americans for the Arts' economic impact calculation methodology, Pec Playhouse annually spends approximately \$50,000 into the local economy and its audiences spend \$100,486 for a total economic impact of \$150,486 annually. These expenditures support 4.1 jobs in the community, equating to \$86,980 in household income and \$6,800 in local government revenue each year.

Along with this ongoing, annual impact on the Pecatonica economy, the building of a new theatre will generate additional financial benefits. Imagine an investment of \$1.5-\$2.0M in new construction on Pecatonica's Main Street. A project of this size will employ 50-75 trades people at rates of \$30-\$45 per hour, along with locally purchased insurance benefits and other perks. In addition, these workers will patronize our shops, gas station, restaurants, and bars for the 10-12-month duration of the project.

SOCIAL IMPACT

There's more to Pec Playhouse than its performance season. The theatre's founding by students and parents created a rich tradition of youth programs, along with volunteer and learning opportunities for adults.

Based on research by the MacArthur Foundation, community theatres:

- Increase youth education and skills
- Promote civic participation
- Develop social networks
- Promote health and well-being

Of the many reasons that survey respondents cited for the value a theatre brings to a community, the most common were social:

- Provides something to do/entertainment
- Brings revenue to community
- Tourism, brings people into the community
- Provides positive activities for kids
- Gives exposure to the arts and culture
- Allows for community involvement
- Creates community collaboration
- Showcases the Pecatonica community
- Provides opportunity for local talent

At each performance, Pec Playhouse volunteers conduct a 50/50 raffle in which proceeds are used for operating costs or donated to a local charity. Over the years, the Playhouse has donated more than \$5,000 to the local food pantry. Along with this charitable contribution, Playhouse volunteers have prepared and delivered performances for community events such as the Annual Memorial Day Parade and the Sesquicentennial in 2019.

In its 30-year history, Pec Playhouse has forged hundreds of friendships, generated thousands of volunteer hours, and produced millions of laughs and smiles. The life-expanding experience of community theater – from either side of the stage – is best captured in the words of Pec Playhouse volunteers, patrons, donors, technicians, artisans, and actors.

What I love the most about my experience at Pec Playhouse is that my entire family has been involved from when they were young children to young adults. Plus, I love creating beautiful costumes for the appreciative cast members.

Laurie Miller, actor, costume designer, and stage mom

"I have loved my experiences at the Pec Playhouse as both an Actor and Director and as an audience member because of the aspirations to do first-rate productions, the commitment of all the volunteers, and the familial feeling of the casts and crews."

Jesse Dabson, actor and director

"Pec Playhouse has given countless volunteers the chance to work both in front of and behind the curtain alongside some wonderful people of all ages. Putting on a show takes many hours of hard work (and fun), and I am thrilled to have been a small part of that effort. Though no one is looking for a reward, you can't help but feel good for yourself and the other volunteers when you talk to patrons who have seen a show."

Lenny Adrignola, actor, set builder, and box office volunteer

"Pec Playhouse is like a family inviting folks over to our home, sitting them down for a spell, feeding them a variety of entertainment, and then sending them home with leftovers of memories that will last a lifetime."

Jamie Button, actor

"Theatre is that wonderful network of friends that come together and rehearse as a team to provide a moving experience for an audience. Because of community theatre I have an extended family that can feel the joys, love, energy and excitement of performing live. Community theatre has also brought me closer to my literal family in performing on stage with my wife, daughter, brothers, nieces and sister-in-law."

Glen Wiegert, board president, actor, and set builder

"Pec Playhouse provided a springboard to not only get my family into an activity we could enjoy and participate in together, it also brought us in contact and friendship with other members of the community with similar interests and talents. That opportunity led to the birth of another community theatre in Byron, Illinois where talents are celebrated and enjoyed with and for all ages. I am proud to have the arts represented in my hometown through Pec Playhouse and am continually honored to be part of it on and off the stage."

Penny Wiegert, board member and founding member of Byron Civic Theatre

"I have been involved with Pec Playhouse Theatre since it started in 1991 and have helped with some aspect of nearly every production, doing set and/or lighting design for many of them. My daughter Katherine Ames Iserman was one of the Pecatonica High School students who founded the theatre group originally. We have always tried to do the best quality theatre possible. I have met and made many of my very best friends working together in this theatre. I am proud of what we have done in the past and I am optimistic that we will recover from the tragedy of the building roof collapse and rebuild better than before."

Arnie Ames, actor, set designer, lighting designer, and founding father

CONCLUSION

The rebuilding of Pec Playhouse Theatre sits squarely at the intersection of cultural and community development. The theatre has the potential to return as an anchor business in an already thriving downtown and once again contribute to a lively, diverse business district for the social and financial benefit of volunteers, visitors and residents.



Winnebago County Annual Host Fee Award Policy Application

ORGANIZATIONAL INFORMATION	
Organization Name:	Pec Playhouse Theatre
Contact (Point) Person:	Laurie S. Miller
Contact Person Position:	Treasurer & Capital Campaign Manager
Contact Phone Number:	(8 1 5) 8 7 1 - 7 0 4 2 ☐ Work ☐ Home ☒ Mobile ☐ Other: _____ (8 1 5) 8 7 1 - 7 0 4 2 ☐ Work ☐ Home ☐ Mobile ☐ Other: _____
Address(es) / Location(s) of Activity:	1) 202 W. 3rd St. Pecatonica, IL 61063 2) _____ 3) _____
Description of the Organization:	Founded in 1991, Pec Playhouse Theatre has produced community theatre for 34 years. Our patrons travel from all over northern Illinois and southern Wisconsin to chuckle at our comedies and sing along to familiar musicals. In February 2021, the roof of the theatre building collapsed. We have continued to produce live theatre in rented schools and churches every since. Over the years thousands of patrons, volunteers, cast and crew have driven economic and social impact for Winnebago County as they visited grocery stores, gas stations, bars and restaurants. In 2024, the Pec Playhouse board of directors purchased an industrial building and the adjacent property on 3rd street in Pecatonica. We launched a Capital Campaign in December 2024 to raise the \$1.75 million dollars needed to turn the industrial building into a new state-of-the-art, handicapped accessible theatre. Fundraising will continue in 2025 with the goal of hosting our Christmas show in 4th quarter 2026 in the newly remodeled space.
Requested Award Amount (\$):	\$ ____, <u>100,000.00</u>
Proposed Use of Award (specific):	The PPT board of directors has hired local contractor DPI Construction to design and remodel the building into a new theatre. DPI has advised the board that once 90% of the money is raised and/or pledged they will be in a position to solicit the actual vendor bids.
Should address items, such as: what, who, when, where, how, etc.?	With an award of Winnebago County Host fees - we will have raised enough funds to satisfy this threshold.

If additional space is needed, make a note in the section(s), "See attachment".

Winnebago County Annual Host Fee Award Policy Application

Expected Program Outcomes Outlined:	Please see attached		
OTHER PARTICIPATING ORGANIZATION(S)			
Name(s)	INVESTMENT		
	Amount (\$)	or	Type of Involvement (Description)
Meyer- Dwyer Family	\$ _____, <u>150,000</u> .00		Stage Sponsor
	Has the investment been formally/officially approved? ☒ Approved Date: <u>02/25</u> ☐ Anticipated Date: _____		
Miller Charitable Trust	\$ _____, <u>150,000</u> .00		Lobby Sponsor
	Has the investment been formally/officially approved? ☒ Approved Date: <u>02/25</u> ☐ Anticipated Date: _____		
Charlie & Stella	\$ _____, <u>100,000</u> .00		\$50k Jan 2025 / \$50k Jan 2026
	Has the investment been formally/officially approved? ☒ Approved Date: <u>01/25</u> ☒ Anticipated Date: <u>01/26</u>		

Required documents to be submitted by the Organization



501(c)(3) tax exempt status



signed W-9 form

Lan Smell
Applicant Signature

8/4/25
Date

***By signing this application, I hereby attest that this application and any accompanying documents are true, accurate, and correct to the best of my understanding. I further agree to follow the rules and guidelines as laid out within the "Winnebago County Annual Host Fee Policy".*

If additional space is needed, make a note in the section(s), "See attachment".

Social Benefits of Arts Programs

The arts—whether visual arts, music, dance, theater, literature, or film—offer numerous **social benefits** that positively impact individuals, communities, and societies as a whole. Here's an overview of the key social benefits of the arts:

1. Strengthening Community Bonds

- **Fosters social cohesion:** Participating in or attending arts events brings people together, encouraging dialogue and shared experiences.
 - **Builds community identity and pride:** Arts reflect local culture and history, helping communities celebrate their uniqueness.
 - **Encourages civic engagement:** Arts-based initiatives often inspire activism, volunteerism, and community improvement efforts.
-

2. Promoting Inclusion and Diversity

- **Amplifies underrepresented voices:** The arts provide platforms for marginalized groups to share their stories and perspectives.
- **Encourages cross-cultural understanding:** Exposure to different artistic traditions fosters empathy and appreciation for cultural diversity.
- **Breaks down barriers:** Collaborative arts activities can unite people across age, race, ability, and socioeconomic background.

3. Enhancing Education and Lifelong Learning

- **Improves academic and social outcomes for youth:** Arts education boosts creativity, critical thinking, and teamwork.
 - **Supports lifelong learning:** Arts engagement encourages continued curiosity and skill development throughout life.
 - **Helps with language and communication skills:** Especially for young children and non-native speakers.
-

4. Supporting Mental and Emotional Wellbeing

- **Reduces stress and promotes mental health:** Creative expression can be therapeutic and calming.
- **Strengthens emotional intelligence:** Art helps people explore emotions, build empathy, and develop interpersonal skills.

- **Fosters a sense of purpose:** Especially for older adults, involvement in the arts can combat isolation and increase life satisfaction.
-

5. Encouraging Economic and Social Mobility

- **Provides job opportunities and training:** Community arts programs often offer pathways into creative careers.
- **Creates inclusive public spaces:** Arts installations and events can revitalize neighborhoods and improve safety.
- **Attracts investment:** A vibrant arts scene can boost local economies and tourism.

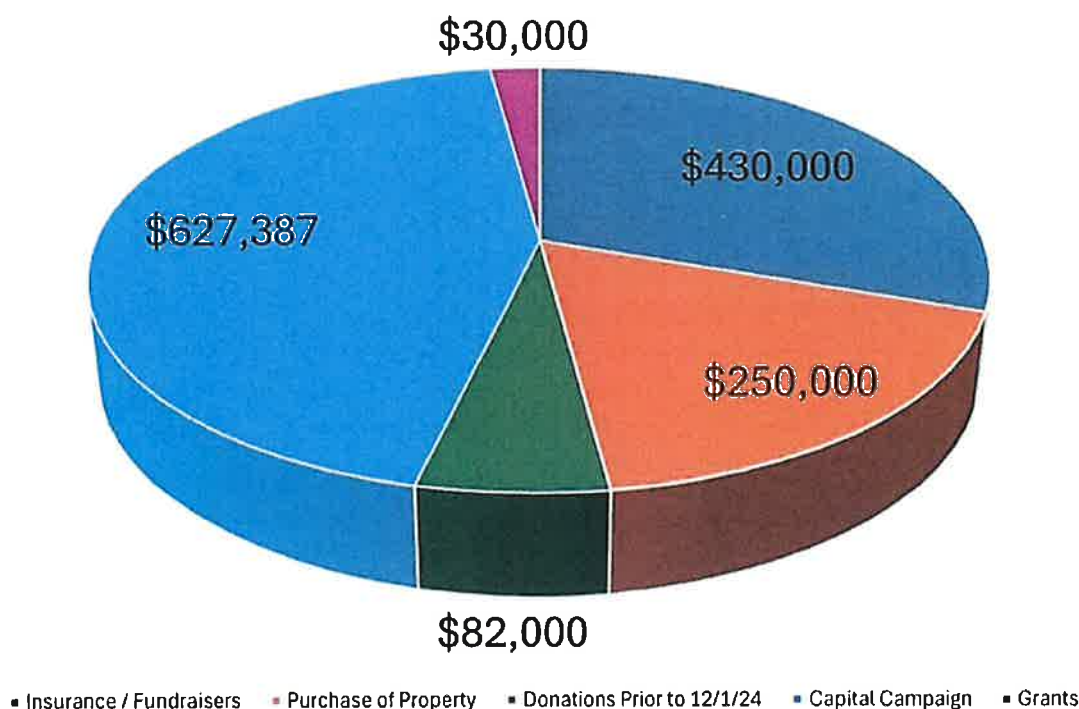
Miracle on 3rd Street

Rebuild Pec Playhouse Theatre



Insurance / Fundraisers	Purchase of Property	Donations Prior to 12/1/24	Capital Campaign	Grants	Total
\$430,000	\$250,000	\$82,000	\$ 627,387	\$ 30,000	\$1,419,387

Pec Playhouse Theatre Rebuild Donation Origination



Major Donors

50 Individual Donors

45 Seat Sponsorships

Sold out of 110

Meyer-Dwyer Family \$150,000 - Stage Sponsor

Bob & Laurie Miller Charitable Trust - \$150,000 - Lobby Sponsor

Charlie & Stella - \$50,000 - Concession Stand Sponsor

Anonymous - \$50,000 - Stage Lighting System

German American State Bank - \$30,000 - Children's Corner Sponsor

Cimino Family \$25,000 - Lobby Windows Sponsor

Gary & Mary Buettner - \$25,000 - Theatre Marquee Sponsor

P.O. Box 238 | 202 W. 3rd Street | Pecatonica, IL, 61063

www.pecplayhouse.org

DARIN LAHOOD

16TH DISTRICT, ILLINOIS
LaHood.house.gov

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SELECT COMMITTEE ON CHINA



503 CANNON HOUSE OFFICE BUILDING
WASHINGTON, DC 20515
(202) 225-6201
FAX: (202) 225-9249

Congress of the United States House of Representatives

July 15, 2025

Chairman Joe Chiarelli
Winnebago County Board
404 Elm Street
Rockford, IL 61101

Dear Chairman Chiarelli,

I am writing to express my support for the Pec Playhouse Theatre ambitious project to remodel and revitalize their downtown theater, in conjunction with their application for the Winnebago County, Economic Development Committee Host Fees Grant. As a Member of Congress representing the Illinois 16th Congressional District, I have always been deeply committed to initiatives that foster community engagement and provide opportunities for personal and collective growth. The Pec Playhouse's vision perfectly aligns with these values, and I am confident that this project will have a positive impact on our community.

Pec Playhouse has long been a cornerstone of Winnebago County, providing a space for artistic expressions, entertainment and a sense of community. The Pec Playhouse gives this opportunity by offering many events to the community such as the children's theatre camp, open mic nights, and comedy shows.

I would like to specifically highlight the children's theatre camp, as I believe a stronger community starts with the younger generation. This camp will provide a nurturing environment for young people to explore their creativity, develop their artistic skills, and build confidence. These skills are all essential to propel these youth toward a successful future.

Pec Playhouse has truly impressed me by their efforts to fundraise. They have already raised \$1.4 million of the \$1.7 million needed for the project and with this County grant opportunity they hope to bring it to completion. The dedication to raising that much is a testament to the community's strong support of the Playhouse and its mission.

I believe that the Pec Playhouse is an investment in the community's future. By creating a vibrant hub, the Playhouse will attract visitors, stimulate economic activity, and enhance the community's reputation as a desirable place to live and raise a family. I am confident that the Playhouse will continue to be a source of pride for the community for years to come.

I commend the Pec Playhouse and support it for their vision, dedication, and hard work. I am honored to be a part of this important project, and I look forward to celebrating the grand opening of the new theater. If you have any questions, please do not hesitate to contact me or my District Director, Katherine Coyle, at (309) 671-7027

Sincerely,

Darin LaHood
Member of Congress

NORMAL DISTRICT OFFICE
108 EAST BEAUFORT STREET
NORMAL, IL 61761
(309) 445-8080

PEORIA DISTRICT OFFICE
100 NE MONROE STREET, ROOM 100
PEORIA, IL 61602
(309) 671-7027
FAX: (309) 671-7309

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ROCKFORD DISTRICT OFFICE
527 COLMAN CENTER DRIVE
ROCKFORD, IL 61108
(779) 238-4785

ILLINOIS STATE SENATE

SPRINGFIELD OFFICE
STRATTON OFFICE BUILDING
SECTION A, OFFICE J
SPRINGFIELD, ILLINOIS 62706
PHONE: 217-782-0180
WWW.SENATORCHESNEY.COM



DISTRICT OFFICE
50 WEST DOUGLAS STREET
STEWART CENTER • SUITE 1001
FREEPORT, ILLINOIS 61032
PHONE: 815-232-0774
EMAIL: CHESNEY@ILSENATEGOP.ORG

ANDREW S. CHESNEY
STATE SENATOR • 45TH DISTRICT

July 1, 2025

John Sweeney
Winnebago County Economic Development Committee Chairman
404 Elm St #533
Rockford IL 61101

Dear Chairman Sweeney,

I am writing to express my strong support for the Pec Playhouse project, with hopes that a Winnebago County grant can help bring this exciting community improvement project across the finish line. Local fundraising efforts have secured approximately 80% of the funds needed for this project, and a grant from Winnebago County would provide an influx of funds needed to make this community improvement a reality.

Specifically, this grant would help fund this \$1.75 million project to remodel a downtown Pecatonica industrial space into a new theatre. Once complete, this theatre will not just be an entertainment space. It will be a community space that can house children's theatre camps, open mic nights, comedy shows, and more.

As Pecatonica and Winnebago County continue to grow, so does the need for accessible, high-quality public spaces. This project will not only enhance art and culture opportunities for current residents, but will also serve as a long-term investment in the vibrancy of the community and all of Winnebago County.

I urge you to give this application your full and favorable consideration. Should you require additional information or assistance, please do not hesitate to contact my legislative office at (815) 232-0774.

Thank you for your time and thoughtful review of this important project.

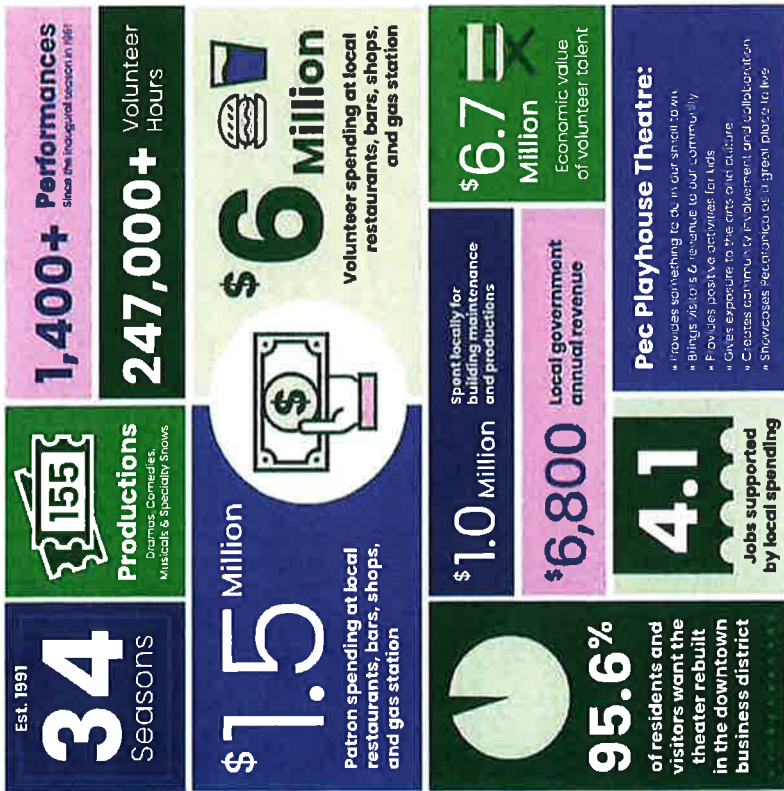
Best Regards,

A handwritten signature in black ink, appearing to read "Andrew Chesney".

Andrew S. Chesney
State Senator – 45th District



PEC PLAYHOUSE THEATRE
ECONOMIC & SOCIAL IMPACT
The rebuilding of Pec Playhouse Theatre sits squarely at the intersection of cultural and community development. As an anchor business in Pocatonia, it's time for Pec Playhouse to return to downtown Pocatonia and create social and financial benefits for residents, visitors, volunteers, patrons, donors, technicians, artisans, and actors.



*Pec Playhouse Theatre | 2022 Impact Statement | August 2022

Pec Playhouse Theatre 2024/2025 Capital Campaign
To donate to the Capital Campaign or buy tickets to productions visit
www.pecplayhouse.org / phone 815.239.1210

It is the policy of Pec Playhouse Theatre to provide for and promote equal opportunity in volunteering and employment. PPT will not discriminate on basis contrary to state or federal law, including on the basis of age, race, religion, ethnicity, gender or sexual orientation.

Miracle on 3rd Street

Rebuild Pec Playhouse Theatre



Pec Playhouse Theatre 2024/2025 Capital Campaign
To donate to the Capital Campaign or buy tickets to productions visit
www.pecplayhouse.org / phone 815.239.1210

Miracle on 3rd Street

New Location!



202 W. 3rd Street, Pecatonica, Illinois

From Our Volunteers

"What I love the most about my experience at Pec Playhouse is that my entire family has been involved from when they were young children to young adults."

- Laurie Miller actor, costume designer and stage mom

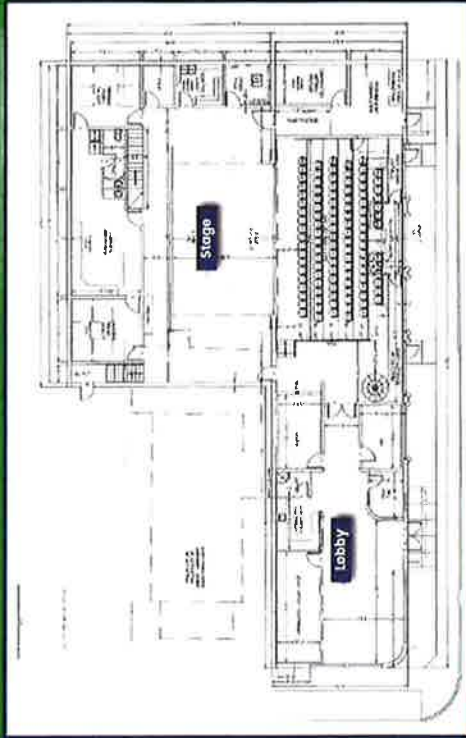
"Pec Playhouse is like a family inviting folks over to our home, sitting them down for a spell, feeding them a variety of entertainment, and then sending them home with leftovers of memories that will last a lifetime."

- Jamie Button, actor

"We have always tried to do the best quality theatre possible. I have met and made many of my very best friends working together at this theatre. I am proud of what we have done in the past and I am optimistic we will recover from the tragedy of the building collapse and rebuild better than before."

- Arnie Ames, actor, set and lighting designer, founding father

Rebuild Pec Playhouse Theatre



New! Pec Playhouse Theatre

Enhancing The Cast, Crew & Patron Experience
Square Footage - 7,000 Square Feet



Front-of-the House

108 Comfortable 22-inch Wide Seats
8 ADA Compliant Restrooms
Modern Built-In Concession Stand

Behind the Curtain

33-foot wide stage
2 Large Dressing Rooms
Extra Large Green Room for Hair & Makeup

Spacious Lobby Area
Will Call Box Office Area
Handicapped Accessible

Set Construction Area
Dimmer Room
Shop Tool & Paint Room

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ILLINOIS SECRETARY of STATE
J. B. J. GIANNOULIS

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Driver's Licenses
& ID Cards

Vehicles,
Plates & Titles

Business
Services

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Business Entity Search

Entity Information

Entity Name

PEC PLAYHOUSE THEATRE

File Number

59298976

Status

ACTIVE

Entity Type

CORPORATION

Type of Corp

NOT-FOR-PROFIT

Incorporation Date (Domestic)

03-10-1997

State

ILLINOIS

Duration Date

PERPETUAL

Annual Report Filing Date

03-06-2025

Annual Report

Year

2025

Agent Information

LAURA MAXINE WIEGERT

413 MAIN ST PO BOX 550

PECATONICA ,IL 61063

Agent Change Date

03-18-2008

Services and More Information

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

Available Services

Officers

Assumed Name

Old Corp Name

File History

[Purchase Master Entity Certificate of Good Standing](#)[Change of Registered Agent and/or Registered Office \(https://apps.ilsos.gov/corpagentchange/\)](https://apps.ilsos.gov/corpagentchange/)[Adopting Assumed Name \(https://apps.ilsos.gov/corpassumednameadoption/\)](https://apps.ilsos.gov/corpassumednameadoption/)

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Pec Playhouse Theatre roof collapses, taking donations

Most years, the theatre would be buzzing with activity of performances, auditions, and readying the space for patrons.



Pec Playhouse Theatre. (Pec Playhouse Theatre)



[News](#) [Livestream](#) [First Alert](#) [Weather](#) [I-team](#)

accumulated snow and ice, the theatre said on Friday morning.

The collapse brought much of the lighting and heating systems down into the audience seating area. The value of the damages is unknown at this time, but the theatre's asset team is working with their insurance agency to get a full assessment by next week.

The theatre has been closed due to the pandemic since March of 2020, no one was present in the theatre at the time of the collapse, according to the Pec Playhouse Theatre.

"This damage is devastating to a place most of our volunteers think of as a second home," according to Pec Playhouse Theatre President Suzanne Wiegert, adding the entire theatre board of directors were thankful. "Beyond grateful the collapse happened during the closure and that no one was present."

ADVERTISEMENT

Most years, the theatre would be buzzing with activity of performances, auditions, and readying the space for patrons. The Pec Playhouse asset team has been in contact with local construction companies to discuss what it will take to rebuild, according to the Pec Playhouse Theatre.

"Over the last year, we have been dealt many blows from making the difficult decision to shut down, losing our storage space for costumes, and now the roof collapse. But as they say in our business, The show must go on," Wiegert said.

If you would like to donate to help the theatre raise the roof, click the donate link on their website here. Pec Playhouse Theatre is a non-profit, community, volunteer theatre founded in 1991 which stages five productions annually.

"Although we are experiencing our intermission, we fully plan to rebuild to bring the joy of theatre to our community once again," Wiegert said.

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Pec Playhouse undergoes renovation after February roof collapse

The Pec playhouse board gave its approval to rebuild the theater with an anticipated opening day by late 2022



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The Pec Playhouse has been everything from a museum, to an art gallery and even a granary. In 1998, the building was transformed into a theater. In February 2021, it was an unexpected show stopper when the roof collapsed due to the weight of snow and ice.

"I was pretty well-astounded because I've been in that building a couple hundred times at least, including in my youth when it was a feed store," Dabson said.

Dabson is a former LA actor and directs shows at Pec from time to time. He's put on more than a dozen shows in the playhouse and is ready to get past COVID and the collapse.

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"I think it's a real gem in the community," Dabson said. "We're very lucky to have the theater."

The Pec Playhouse board gave its approval to rebuild the theater with an anticipated opening day by late 2022.

"To rebuild the space as it is would take a lot more time and money than if we were to start fresh and completely start over," said PEC Playhouse president Suzanne Wiegert.

Since the collapse took place during COVID, no one was hurt. As for the damage, the board will use insurance money, grants and fundraisers to pay for repairs.

ADVERTISEMENT

"I'm looking forward to those nerves for auditions and the excitement of rehearsals and then all the





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Pec Playhouse demolished



0:14

0:47

By WIFR Newsroom

Published: Oct. 4, 2021 at 5:09 PM CDT



[News](#) [Livestream](#) [First Alert](#) [Weather](#) [I-team](#)

The playhouse won't be going away though, rather going back to its roots. You can expect to see them both in Seward and Freeport in the next couple of months for events and shows.

"Once we had this space we had a bit of a home, And now we don't have this space anymore we're back to our roots 'have show, will travel.' So that's why we're very excited to work with Seward Park District and Winneshiek Players in Freeport," said Suzanne Wiegert, President of the PEC Playhouse.

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If you would like to find out more about the Playhouse, the shows and events they're putting on, or would like to donate, a link to their website can be found here.

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Tiger Woods Ex Steps Out With Her Huge Size And Fans Are Speechelss

33 Bridges | Sponsored

Rockford: Three Banks Roll Out 7.5% CD Rates For Seniors

CD Rates | Search Ads | Sponsored

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202 W 3RD ST

Pin	Alt.Pin	Property Size
0929278003	460B026	Sq. Feet: 3926 Acres: 0.09
Owner Name and Address		
PEC PLAYHOUSE THEATRE ,		
PO BOX 238		
PECATONICA, IL 61063		
Taxpayer Name and Address		
PEC PLAYHOUSE THEATRE ,		
PO BOX 238		
PECATONICA, IL 61063		
Legal Description		
PLAT OF PECATONICA N30FT LOTS 1 + 002 BLOCK 004		

Property Use

Use Code	Description
9061	Exempt Prop Com Bus

Zoning Info

Zone_Code: CD
Zone_Class: Commercial District

Township Info

Township	Assessor Name
PECATONICA	Scott Hamilton

School District

SchoolDist: PECATONICA UNIT SD #321
--

Fair Market Values

Year	Fair Market Value	Total Tax Bill	Code
2024	\$39,780.00	\$1,030.98	286

Exemptions

Code Description	Max Amount
Exempt Parcel	\$0.00

Sale History

Parcel Summary

Date of Sale	Sale Type	Gross Selling Price	Sale Type
5/15/2024	2024011046	\$152,250.00	NOTAD
5/15/2024	2024011126	\$150,000.00	EX
5/15/2024	2024012030	\$0.00	WD

Flood Hazard Zones

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



Winnebago County

County Treasurer

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[Treasurer Home Page](#)
[Supervisor of Assessments](#)
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Parcel Tax Details for Parcel Number 09-29-278-003

[View Property via WinGIS](#)

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

2024 ▼

Tax Payment Information ***2024 taxes payable in 2025***

Click here to make a payment

Owner Address

PEC PLAYHOUSE THEATRE ,
PO BOX 238
PECATONICA, IL 61063

Taxbill Address

PEC PLAYHOUSE THEATRE
PO BOX 238
PECATONICA, IL 61063

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

Due Date: 6/6/2025
 Amount: 515.49
 Penalty: 0.00
 Cost: 0.00
 Total Due: 515.49
 Paid: 515.49 Date: 5/28/2025
 By: PEC PLAYHOUSE THEATRE

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

Due Date: 9/5/2025
 Amount: 515.49
 Penalty: 0.00
 Cost: 0.00
 Total Due: 515.49
 Paid: Date:
 By:

For Parcel Address: 202 W 3RD ST

Tax Calculation

Description

Board of Review Assessed Value

Amount

13260

Township Equalization Factor	x	1.0000
Board of Review Equalized Value	=	13260
Home Improvement Exemption	-	0
Disabled Veteran Exemption	-	0
Department of Revenue Assessed Value	=	13260
County Multiplier	x	1.0000
Revised Equalized Value	=	13260
Senior Freeze Exemption	-	0
FAF/VAF Exemption	-	0
Owner Occupied Exemption	-	0
Over 65 Exemption	-	0
New Disabled or Veteran Exemption	-	0
Returning Veteran Exemption	-	0
Taxable Value	=	13260
Tax Rate for Tax Code 286	x	7.7751
Calculated Tax	=	\$1030.98
Non Ad Valorem -	+	\$0.00
Abatements	-	\$0.00
TOTAL TAX DUE:	=	\$1030.98
Fair Market Value: 39780		1977 Equalized Value: 8073

Taxing Bodies and Rates

Taxing Body	Rate	Tax
WINNEBAGO COUNTY	0.6730	\$89.25
FOREST PRESERVE	0.0835	\$11.07
PECATONICA TOWNSHIP	0.1473	\$19.53
PECATONICA VILLAGE	0.6533	\$86.63
PECATONICA FIRE	0.2922	\$38.75
SUMNER PARK	0.1141	\$15.13
PECATONICA LIBRARY	0.1602	\$21.24
PECATONICA UNIT SD #321	4.9811	\$660.49
COMMUNITY COLLEGE 511	0.4719	\$62.57
PECATONICA TWSP ROAD	0.1540	\$20.42
PE/SE MULTI TOWNSHIP	0.0445	\$5.90

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

[Top of Page](#)

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405 REED ST

Pin	Alt.Pin	Property Size
0929278004	460B025	Sq. Feet: 4222 Acres: 0.10
Owner Name and Address		
PEC PLAYHOUSE THEATRE,		
316 MAIN		
PECATONICA, IL 61063		
Taxpayer Name and Address		
PEC PLAYHOUSE THEATRE,		
316 MAIN		
PECATONICA, IL 61063		
Legal Description		
PLAT OF PECATONICA S32FT N62FT LOTS 1 + 002 BLOCK 004		

Property Use

Use Code	Description
0031	Single Family Residence

Zoning Info

Zone_Code: CD
Zone_Class: Commercial District

Township Info

Township	Assessor Name
PECATONICA	Scott Hamilton

School District

SchoolDist: PECATONICA UNIT SD #321
--

Fair Market Values

Year	Fair Market Value	Total Tax Bill	Code
2024	\$73,680.00	\$1,442.76	286

Exemptions

No exemptions to display.

Sale History

Parcel Summary

Date of Sale	Sale Type	Gross Selling Price	Sale Type
4/22/2024	2024008876	\$97,250.00	NOTAD
4/22/2024	2024009150	\$99,500.00	NOTAD
5/30/2014	20141016942	\$44,000.00	TRD
4/25/2006	0627613	\$0.00	D
1/27/2004	0409334	\$0.00	D
1/27/2004	0409337	\$0.00	D
11/30/1998	9875984	\$68,000.00	MISC
5/29/1992	CV14071	\$8,000.00	MISC

Flood Hazard Zones

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



Winnebago County

County Treasurer

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Parcel Tax Details for Parcel Number 09-29-278-004

[View Property via WinGIS](#)

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

2024 ▼

Tax Payment Information ***2024 taxes payable in 2025***

Click here to make a payment

Owner Address

PEC PLAYHOUSE THEATRE,
316 MAIN
P O BOX 238
PECATONICA, IL 61063

Taxbill Address

PEC PLAYHOUSE THEATRE
316 MAIN
P O BOX 238
PECATONICA, IL 61063

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

Due Date: 6/6/2025
 Amount: 721.38
 Penalty: 0.00
 Cost: 0.00
 Total Due: 721.38
 Paid: 721.38 Date: 5/28/2025
 By: PEC PLAYHOUSE THEATRE

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

Due Date: 9/5/2025
 Amount: 721.38
 Penalty: 0.00
 Cost: 0.00
 Total Due: 721.38
 Paid: Date:
 By:

For Parcel Address: 405 REED ST

Tax Calculation

Description

Board of Review Assessed Value

Amount

24556

Township Equalization Factor	x	1.0000
Board of Review Equalized Value	=	24556
Home Improvement Exemption	-	0
Disabled Veteran Exemption	-	0
Department of Revenue Assessed Value	=	24556
County Multiplier	x	1.0000
Revised Equalized Value	=	24556
Senior Freeze Exemption	-	0
FAF/VAF Exemption	-	0
Owner Occupied Exemption	-	6000
Over 65 Exemption	-	0
New Disabled or Veteran Exemption	-	0
Returning Veteran Exemption	-	0
Taxable Value	=	18556
Tax Rate for Tax Code 286	x	7.7751
Calculated Tax	=	\$1442.76
Non Ad Valorem -	+	\$0.00
Abatements	-	\$0.00
TOTAL TAX DUE:	=	\$1442.76
Fair Market Value: 73680		1977 Equalized Value: 2500

Taxing Bodies and Rates

Taxing Body	Rate	Tax
WINNEBAGO COUNTY	0.6730	\$124.89
FOREST PRESERVE	0.0835	\$15.49
PECATONICA TOWNSHIP	0.1473	\$27.33
PECATONICA VILLAGE	0.6533	\$121.23
PECATONICA FIRE	0.2922	\$54.22
SUMNER PARK	0.1141	\$21.17
PECATONICA LIBRARY	0.1602	\$29.73
PECATONICA UNIT SD #321	4.9811	\$924.29
COMMUNITY COLLEGE 511	0.4719	\$87.57
PECATONICA TWSP ROAD	0.1540	\$28.58
PE/SE MULTI TOWNSHIP	0.0445	\$8.26

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

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OPERATIONS & ADMINISTRATIVE COMMITTEE



Resolution Executive Summary

Prepared By: Purchasing Department for Adult Probation
Committee Name: Operations and Administrative Committee
Committee Date: August 28, 2025
Board Date: September 4, 2025
Resolution Title: Resolution Awarding Professional Services to Pre-Qualified Vendors for Architects and Engineering Support

Budget Information

Budgeted? Yes	Amount Budgeted? To be determined per project
If not, originally budgeted, explain the funding source?	
ORG/OBJ/Project Codes: To be determined per project	Descriptor: CIP/Department Funding

Background Information: In an effort to establish additional resources, Purchasing issued a request for qualifications solicitation, 25Q-2385. 16 responses were received (See Resolution Exhibit A).

Purchasing and Facilities worked to shortlist the responses to encompass architects and engineering support from multiple companies. These companies range from direct in-house support and other consulted services. A few service examples include mechanical, electrical, and/or civil engineering. The evaluation team has determined to short list 8 companies, that we deem qualified to provide quotes for services on future projects. This will help expediate processes for items such as; scopes of work on mechanical projects, design support on smaller renovations and a multitude of other projects where additional resources can be used to ensure more cost-effective bids and efficient project outcomes.

These professional services would be funded by the appropriate CIP project or department funding. The intent is to continue to follow the Purchasing Ordinance thresholds, which allows us to expend up to \$50,000 as well as disclose expenses as a part of the larger CIP project.

Recommended By: Director of Purchasing, Hope Edwards

Follow-Up Steps: Purchasing Department will communicate with the appropriate firms to notify qualifications will be on file with Winnebago County for future requests.

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 PROFESSIONAL SERVICES TO PRE-QUALIFIED VENDORS FOR
ARCHITECTS AND ENGINEERING SUPPORT**

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

WHEREAS, the Purchasing and Facilities Department worked together to issue the solicitation for a qualified listings of Architects and Engineering Professional Services,

WHEREAS, the County went out for Request for Qualifications #25Q-2385 and received 16 responses and proposed shortlisting to 8 vendors; and,

WHEREAS, the Operations and Administrative Committee of the County Board for the County of Winnebago, Illinois has reviewed the Proposal Tab for the aforementioned pre-qualified listing and recommends awarding qualifications to the following vendors referenced (Resolution Exhibit A).

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.

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

MICHAEL THOMPSON

MICHAEL THOMPSON

CHRISTINA VALDEZ

CHRISTINA VALDEZ

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

ATTESTED BY:

JOSEPH 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

REQUEST FOR QUALIFICATIONS TAB

25Q-2385 PROFESSIONAL SERVICES - ARCHITECTURE/ENGINEERING SERVICES

Tuesday, April 22, 2025 - 10:00 AM

1919 Architects Rockford, IL	Willett Hofman & Associates Inc. Dixon, IL	Wold Architects & Engineers Palatine, IL	Valdes Architecture & Engineering Lombard, IL
Blakemore Architects, Inc. Rockford, IL	Kluber Inc. Aurora, IL	Eckenhoff Saunders Chicago, IL	Studio GC, Inc Chicago, IL
Hagney Architects LLC Rockford, IL	Richard L. Johnson Associates, Inc Rockford, IL	Senga Architects, Inc Chicago, IL	Farnsworth Group, Inc Lisle, IL
Larson & Darby Group Rockford, IL	Saavedra Group Architects Rockford, IL	Manheim Architecture St. Charles, IL	McMahon Engineers Architects, Inc Neenah, WI

Winnebago County Purchasing Department
404 Elm St, Rm 202, Rockford, IL 61101 | www.wincoil.gov
Phone: (815) 319- 4380 | Email: purchasing@purchasing.wincoil.gov



Resolution Executive Summary For CIP Projects

Prepared By: Purchasing Department for Adult Probation
Committee Name: Operations and Administrative Committee
Committee Date: August 28, 2025
Board Date: September 4, 2025
Resolution Title: Resolution Awarding Purchase of Two Adult Probation Vehicle Replacements Using CIP Funds

Budget Information

Budgeted? YES	Amount Budgeted? \$80,000
If not, originally budgeted, explain the funding source?	
If CIP funded, original Board approved amount? \$80,000	
Over or Under approved amount? UNDER	By: \$16,595
Reason for CIP increase? N/A	
ORG/OBJ/Project Codes: 82200-46410-C2431 - \$32,300 82200-46410-C2530 - \$31,104	
Budget Impact? \$63,405	
Descriptor: CIP Automobile	

Background Information: The Winnebago County Adult Probation team is requesting to purchase Two Ford Escapes to replace two existing vehicles within the fleet using CIP funds. Please note one vehicle will fall under a CIP 2024 request and the other will fall under a CIP 2025 request.

Purchasing obtained three quotes to purchase Two 2025 Ford Escape Vehicles (See Resolution Exhibit A). Quotes include dealer discounted pricing and government GSA pricing for vehicles. Additional quotes are also provided for vehicle outfitting, which includes installation of a cage divider.

Rock River Ford of Rockford presented the lowest quote for the vehicle (See Resolution Exhibit B). Adult Probation would like to order the two vehicles for \$60,825 and have the vehicles outfitted for \$2,580. The vehicle being replaced will be sold by the Purchasing Department on govdeals.com when it becomes available. When possible, elements of the existing vehicle are reused by the outfitting vendor.

Recommended By: Director of Court Services Debbie Jarvis

Follow-Up Steps: Purchasing Department will issue Purchase Orders to the appropriate vendors.

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 PURCHASE OF TWO ADULT PROBATION VEHICLE REPLACEMENTS USING
CIP FUNDS**

WHEREAS, the Code of Ordinances for the County of Winnebago, Illinois, provides as in Section 2-357 (b) (1), Conditions for use. All procurements whose value equals or exceeds the competitive bidding threshold of \$30,000.00 shall be awarded by competitive sealed bidding in accordance with this section except as otherwise provided in 2-357(c) (Request for Proposals), 2-357(d) (Professional Services), 2-357(e) (Sole-Source), 2-357(f) (Emergency Procurements), 2-357(g) (Cooperative Joint Purchasing) or as provided by State statute; and,

WHEREAS, Winnebago County Adult Probation Department has requested the purchase of a two 2025 Ford Escapes, with slight outfitting, using CIP 2024 and 2025 Funds; and,

WHEREAS, the Purchasing Department obtained three (3) quotes for the vehicle, including quotes with government pricing; and,

WHEREAS, the Purchasing Department also obtained quotes for the outfitting of the new vehicles, including a quote for installation of a cage; and,

WHEREAS, the Operations and Administrative Committee of the County Board for the County of Winnebago, Illinois has reviewed the quotes for vehicles and the outfitting for the aforementioned purchase and recommends awarding to:

MULTIPLE VENDORS

NOW, THEREFORE, BE IT RESOLVED, by the County Board of the County of Winnebago, Illinois, that the Director of Purchasing is authorized to issue Purchase Orders in the amount of \$60,825, on behalf of the County of Winnebago, to Rock River Ford, 224 North Alpine Road, Rockford, Illinois 61107; and in the amount of \$2,580 to Charles Brown, DBA Rockford Communications, 720 Lorden Court, Rockford, Illinois 61104.

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, Director of Court Services, Administrator, 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

MICHAEL THOMPSON

MICHAEL THOMPSON

CHRISTINA VALDEZ

CHRISTINA VALDEZ

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

ATTESTED BY:

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

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

QUOTE TAB

25NB-2437

TWO ADULT PROBATION VEHICLE REPLACEMENTS - USING CIP 2025 FUNDS

	Rock River Ford Rockford, IL	Hamblock Ford Belvidere, IL	Morrow Brothers Greenfield, IL
2025 Ford Escape	\$ 31,011	\$ 32,200	\$ 33,357
Outfitting (Cage)	\$ 1,290	\$ 1,290	\$ 1,290
2025 Ford Escape	\$ 29,815	\$ 32,200	\$ 33,357
Outfitting (Cage)	\$ 1,290	\$ 1,290	\$ 1,290
Total	\$ 63,405	\$ 66,980	\$ 69,294



Anderson Dealerships Inc
224 N Alpine Rd
Rockford
IL, 61107
www.andersonrockriver.com

Deal # Customer #
606131

MITCHELL EDLER
Contact Sales: (815) 229 - 0510
contactrockriver@driveanderson.com



2025 Ford Escape
Active AWD

VIN : 1FMCU9GNXSUB16269 | Stock # : FT16269

Mileage : 5 mi

Color : CARBONIZED GRAY METALLIC

ford | Active AWD | All Wheel Drive | Turbocharged | 1.5L | 3 |
GAS | Sport Utility | SUV | 4

Payment Detail

MSRP	\$33,385.00
Discount	\$1,113.00
Rebates	\$3,500.00
Your Price	\$28,772.00
Taxes 0	\$0.00
Fees	\$1,042.70
Amount Financed	\$29,814.70

X

Customer Signature & Date

X

MITCHELL EDLER | Manager Signature & Date

Payments offered here are all subject to final credit approval from the lending institution. Vehicle Price does not include accessories and is before Taxes and/or applicable fees. Leases in some cases require additional cash for Security Deposit, and at Lease's End, Lessee is responsible for \$0.25 per Mile over 15000 Miles per year and a Disposition Fee of \$495.00. Wear and tear guidelines apply. All prices, specifications, and availability subject to change without notice.



Anderson Dealerships Inc
224 N Alpine Rd
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Deal # Customer #
606131

MITCHELL EDLER
Contact Sales: (815) 229 - 0510
contactrockriver@driveanderson.com

ME



2025 Ford Escape Active

VIN : 1FMCU9GN6SUA29095 |
Stock # : FT29095
Mileage : 4,457 mi
Color : CARBONIZED GRAY METALLIC
ford | Active | All Wheel Drive |
Turbocharged | 1.5 Liter Dragon GTDI |
1.5L | 3 | GAS | 0 | Sport Utility | SUV | 4

Payment Detail

MSRP	\$34,675.00
Discount	\$1,207.00
Rebates	\$3,500.00
Your Price	\$29,968.00
Taxes 0	\$0.00
Fees	\$1,042.70
Amount Financed	\$31,010.70

X

Customer Signature & Date

X

MITCHELL EDLER | Manager Signature & Date

Payments offered here are all subject to final credit approval from the lending institution. Vehicle Price does not include accessories and is before Taxes and/or applicable fees. Leases in some cases require additional cash for Security Deposit, and at Lease's End, Lessee is responsible for \$0.25 per Mile over 15000 Miles per year and a Disposition Fee of \$495.00. Wear and tear guidelines apply. All prices, specifications, and availability subject to change without notice.



Resolution Executive Summary

Prepared By: Purchasing Department
Committee: Operations and Administrative Committee
Committee Date: August 28, 2025
Board Meeting Date: September 4, 2025
Resolution Title: Resolution Awarding Electricity Services

Budget Information:

Was item budgeted? Yes	Appropriation Amount: Various by actual usage per building
If not, explain funding source:	
ORG/OBJ/Project Code: Various by building	Budget Impact:

Background Information:

Rock River Energy Services is the energy broker currently engaged by the County. They work with over 120 municipalities including Boone, Ogle, Lee and Carroll counties plus Rockford, Loves Park and DeKalb. Their fee is .0005 per kWh and is paid by the supplier, not the County.

The broker has been working with the Purchasing Department to ensure all possible ComEd accounts are included. There are 20 separate electricity accounts countywide.

On the morning of the Committee meeting, Rock River Energy Services will receive a number of quotes. Those quotes will be presented to the Committee as a handout.

Please note, utility agreements must be executed and returned the same day as the quote, otherwise the quoted rate is not valid.

Recommendation:

Recommendations will be based on the final quotes obtained the morning of September 4. It will be a one, two or three-year agreement for the countywide accounts.

Staff Follow-Up:

Purchasing will work with the Broker to obtain new quotes for the morning of the County Board meeting September 4. Staff will obtain the Chairman’s signature on the approved vendor’s agreements immediately after the Board meeting and provide to the vendor.

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 ELECTRICITY 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, the Purchasing Department worked with Rock River Energy Services, the current energy broker for the County; and,

WHEREAS, the County and broker worked to provide electricity service bids; and,

WHEREAS, the Operations Committee and County Board will be presented with the most current quotes the evening of each meeting. Upon approval the Purchasing Department will work to execute the contract with the lowest rate; and,

WHEREAS, the Operations and Administrative Committee of the County Board for the County of Winnebago, Illinois has reviewed the quotes received for the aforementioned service and recommends awarding a contract to the lowest responsible bidder.

NOW, THEREFORE, BE IT RESOLVED, by the County Board of the County of Winnebago, Illinois, that the County Board Chairman is authorized to execute an agreement with the lowest responsible bidder for countywide electricity accounts.

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

MICHAEL THOMPSON

MICHAEL THOMPSON

CHRISTINA VALDEZ

CHRISTINA VALDEZ

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

ATTESTED BY:

JOSEPH 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

PUBLIC WORKS COMMITTEE



Resolution Executive Summary

Prepared By: Winnebago County Highway Department

Committee: Public Works Committee

Committee Date: Tuesday, August 26, 2025

Resolution Title:

(25-047) Resolution Authorizing an Amendment to an Engineering Agreement with Chastain & Associates, LLC for Additional Hydraulics Design Services Associated with an Extension of the Perryville Path

Board Meeting Date: Thursday, September 4, 2025

Budget Information:

Was item budgeted	yes	Appropriation Amount:	\$ 30,000
If not, explain funding source:			
ORG/OBJ/Project Code:	461-46332	Budget Impact:	\$ 29,639.24

Background Information:

The Highway Department received initially \$553,500 from the State's Illinois Transportation Enhancement Program (ITEP) for the next extension of the Perryville Path which includes crossing McDonald Creek. After IDNR's review of the preliminary engineering submittals, they required that the hydraulic opening be increased by adding more cells to the existing 4-cell box culvert. This is outside of the original scope in the agreement with the consultant. The Highway Department asked, and was granted by the State, an additional \$385,500 to accommodate the extra construction cost.

Recommendation:

Staff recommends approval.

Contract/Agreement:

After County Board approval

Legal Review:

By the State Attorney's office.

Follow-Up:

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

23-CR-XXX

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

**RESOLUTION AUTHORIZING AN AMENDMENT TO AN ENGINEERING AGREEMENT WITH
CHASTAIN & ASSOCIATES, LLC FOR ADDITIONAL HYDRAULICS DESIGN SERVICES
ASSOCIATED WITH PERRYVILLE ROAD BIKE PATH EXTENSION
(SECTION 23-00717-00-BT)**

WHEREAS, the Winnebago County Highway Department had previously received some \$553,500 from the 2022 Illinois Transportation Enhancement Program (ITEP) funding for the Perryville Multi Use Path Extension from Willow Brook Lane to McDonald Road; and

WHEREAS, the Winnebago County Highway Department recently requested, and IDOT approved, additional ITEP funding of \$385,500 to construct additional hydraulic opening required to comply with the Illinois Department of Natural Resources (IDNR) permit requirements to cross McDonald Creek and its flood plain; and

WHEREAS, by resolution 23-036, dated November 9, 2023, the County Board entered into an agreement with Chastain & Associates, LLC to provide design engineering services to perform hydraulic analysis and a Bridge Condition Report (BCR) related to said Perryville Path Extension from Willow Brook Lane to McDonald Road, along with other related design work; and

WHEREAS, due to IDNR requirements per their review, additional hydraulic analysis and other related design work is being required to comply with the more stringent IDNR urban criteria, which was outside of the scope of the original agreement with Chastain & Associates, LLC; and Chastain & Associates, LLC has agreed to perform this additional work for a not to exceed fee of \$29,639.24; and

WHEREAS it would be in the public interest to enter into the attached modification AGREEMENT to provide additional hydraulic analysis and design engineering services related to the Perryville Multi-Use Path Extension from Willow Brook Lane to McDonald Road.

NOW THEREFORE, BE IT RESOLVED by the County Board of the County of Winnebago, Illinois, that the Chairman of the County Board is hereby authorized to execute on behalf of the County of Winnebago the attached modification AGREEMENT with Chastain & Associates LLC for the additional not to exceed fee of \$29,639.24, in substantially the form attached hereto under Section 23-00717-00-BT; and

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

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

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

Respectfully submitted
PUBLIC WORKS COMMITTEE

AGREE

DISAGREE

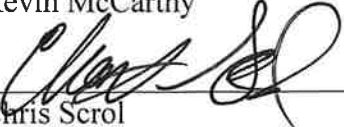


Dave Tassoni, Chairman

Dave Tassoni, Chairman

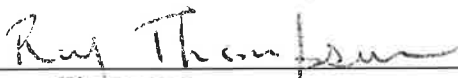
Kevin McCarthy

Kevin McCarthy



Chris Scrol

Chris Scrol



Ray Thompson

Ray Thompson



Jim Webster

Jim Webster

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

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

ATTEST:

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



Local Public Agency Engineering Services Agreement

Using Federal Funds? ☐ Yes ☒ No Agreement For **Local PE** Agreement Type **Supplement** Number **1**

LOCAL PUBLIC AGENCY

Local Public Agency **Winnebago County Highway Department** County **Winnebago** Section Number **23-00717-00-BT** Job Number
Project Number Contact Name **Carlos Molina** Phone Number **(815) 319-4031** Email **CMolina@hwy.wincoil.gov**

SECTION PROVISIONS

Local Street/Road Name **Willowbrook Road (Perryville Path)** Key Route **CH 42** Length **1400'** Structure Number **101-5140**
Location Termini **Swanson Road - McDonald Road**

Project Description

Supplement completing hydraulic modeling, completing an alternatives analysis, generating a PBHDR, and performing permitting coordination for the Willowbrook Road crossing of McDonald Creek under urban floodway rise criteria.

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

AGREEMENT FOR

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

CONSULTANT

Prime Consultant (Firm) Name **Chastain and Associates, LLC** Contact Name **Tom Okite, PE** Phone Number **(779) 269-2073** Email **tokite@chastainengineers.com**
Address **6832 Stalter Road, Suite 100** City **Rockford** State **IL** Zip Code **61108**

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

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

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

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

AGREEMENT EXHIBITS

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

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

I. THE ENGINEER AGREES,

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

II. THE LPA AGREES,

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

shall be due and payable to the ENGINEER.

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

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

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

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

Method of Compensation:

☐ Percent

☐ Lump Sum

☒ Specific Rate \$29,639.24 (Maximum Fee \$150,000)

☐ Cost plus Fixed Fee:

Total Compensation = DL + DC + OH + FF

Where:

DL is the total Direct Labor,

DC is the total Direct Cost,

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

FF is the Fixed Fee.

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

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

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

III. IT IS MUTUALLY AGREED,

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

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

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

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

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

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

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

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

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

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

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

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

AGREEMENT SUMMARY

Prime Consultant (Firm) Name	TIN/FEIN/SS Number	Agreement Amount
Chastain and Associates, LLC	37071476	\$29,639.24
Subconsultants		
Subconsultant Total		
Prime Consultant Total		\$29,639.24
Total for all work		\$29,639.24

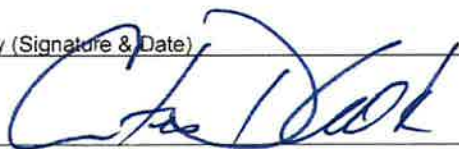
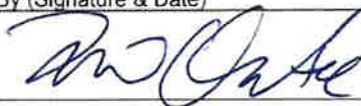
AGREEMENT SIGNATURES

Executed by the LPA:

Local Public Agency Type		Local Public Agency	
Attest:	The	County	of Winnebago County Highway Department
By (Signature & Date)		By (Signature & Date)	
Local Public Agency	Local Public Agency Type	Title	
Winnebago County Highway	County	Clerk Chairman	

(SEAL)

Executed by the ENGINEER:

Prime Consultant (Firm) Name	
Attest:	Chastain and Associates, LLC
By (Signature & Date)	By (Signature & Date)
	
Title	Title
Principal	PROJECT MANAGER

APPROVED:

Regional Engineer, Department of Transportation (Signature & Date)

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
Winnebago County Highway Department	Chastain and Associates, LLC	Winnebago	23-28130-00-BR

EXHIBIT A SCOPE OF SERVICES

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

The Illinois Department of Natural Resources (IDNR) has confirmed that the McDonald Creek crossing for the Perryville Road Bike Path must be reviewed under urban floodway rise criteria. As a result, the existing 4-cell RC-box culvert (SN 101-5140), originally designed for the unbuilt Perryville Road extension, cannot be permitted without additional hydraulic opening. The project scope must therefore be expanded to develop and evaluate new structural alternatives that achieve compliance with the urban standard.

Winnebago County has secured additional ITEP funding to address these unanticipated costs.

ADDITIONAL SCOPE OF SERVICES

1. HYDRAULIC MODELING & ANALYSIS

- Develop updated HEC-RAS hydraulic models of McDonald Creek and the adjacent unnamed tributary using current IDNR/IDOT criteria.
- Evaluate floodway rise against urban criteria thresholds (<0.5 ft rise at 1,000 ft upstream).
- Confirm water surface elevations for the 100-yr and 500-yr events under existing and proposed conditions.

2. CULVERT ALTERNATIVES EVALUATION

- Analyze precast concrete box culvert alternatives with IDOT District 2 end sections.
- Configure new precast structure as a stand-alone installation, not a cast-in-place (CIP) addition to the existing 4-cell box.
- Evaluate opening sizes required to raise the path profile above the 100-yr event.
- Assess constructability, cost, and permitting feasibility of the proposed culvert alternative.

3. PRELIMINARY BRIDGE DESIGN & HYDRAULIC REPORT (PBDHR)

- Prepare and furnish a revised PBDHR documenting existing conditions, proposed improvements, and hydraulic performance.
- Incorporate revised plan & profile and cross-sections provided by the County.
- Ensure report meets requirements of IDNR, IDOT, and FHWA for ITEP-funded projects.

4. PERMITTING COORDINATION

- Provide technical support to the County in preparing the Joint Permit Application to IDNR, USACE, and IEPA.
- Supply all hydraulic analysis, figures, and supporting documentation for agency review.

DELIVERABLES

- Updated HEC-RAS model files (existing and proposed).
- Revised PBDHR for IDNR submittal.
- Hydraulic summary tables and plan/profile figures.
- Coordination memos and responses to agency comments.

COUNTY RESPONSIBILITIES

- Provide revised plan & profile and cross-section sheets.
- Prepare and submit the Joint Permit Application.
- Manage project schedule with PWC and County Board.

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
Winnebago County Highway Depa	Chastain and Associates, LLC	Winnebago	23-28130-00-BR

**EXHIBIT B
PROJECT SCHEDULE**

Notice to proceed, pending IDOT approval: September 2025
End of Phase 1, Pending PBHDR Approval: December 2025

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
Winnebago County Highway Department	Chastain and Associates, LLC	Winnebago	23-28130-00-BR

Exhibit C
Qualification Based Selection (QBS) Checklist

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

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

Project Budget Worksheet

Project:

Willowbrook Road (CH52) at McDonald Creek

Labor Multiplier:

3.2

HLC Proj No:

8722.01 Add 1

Escalation Factor:

1.00

Date: 18-Aug-25

Total Labor Multiplier:

3.2

R:\Prj_County\8722 Winnebago Co HD - General Services\WO 1 McDonald Creek Bike Path\Management\Agreements\2025 Amendment\

Department	Task No.	Item Description	Sheet Count	Labor Code Budget		Professional V	Professional IV	Admin
				Billing	Hours			
Survey	1	Survey						
	1.1	Administration & management		\$168.00	2			2
	1.2	Hydraulic modeling		\$17,664.00	80		80	
	1.3	Culvert alternatives evaluation		\$3,974.40	18		18	
	1.4	PBHDR update		\$3,974.40	18		18	
	1.5	Permitting Coordination		\$1,766.40	8		8	
	1.6	QA/QC		\$2,092.54	8	8		
Labor Subtotals				\$29,639.74	134	8	124	2
Direct Cost				\$0.00				
Total				\$29,639.74				
Total Project & QC/QA Personnel Hours					134			
Total Project & QC/QA Personnel Costs					\$29,639.74			
Total Project & QC/QA Direct Costs					\$0.00			
Total Project & QC/QA Costs					\$29,639.74			
Participation by Hours					134	8	124	2
Percent of Participation by Hours					100.00%	5.97%	92.54%	1.49%
Personnel Cost/Hour					221.1920896			

ADDENDUM

Preliminary Engineering Services Agreement

WO#1 – Perryville Bike Path Bridge Hydraulics
Section 23-28130-00-BR
Willowbrook Road (CH 52) crossing McDonald Creek
Winnebago County, Illinois

Revise Item 4 of THE LPA AGREES to read as follows:

The LA AGREES to Pay the ENGINEER as compensation for all services performed as stipulated in paragraphs the Scope of Services a sum of money NOT TO EXCEED \$29,639.24 on the basis of a Direct Labor Multiple of 3.2. CADD costs will be billed at the actual expense of \$18.00 / hr.



2025 SCHEDULE OF RATES

<u>Classification</u>	<u>Per Hour Rate Net</u>	
	From	To
Engineers		
Project Principal	\$192.00	- \$256.00
Professional V	\$268.80	- \$273.57
Professional IV	\$192.00	- \$228.80
Professional III	\$177.47	- \$195.30
Professional II	\$138.43	- \$172.80
Professional I	\$102.18	- \$129.79
Surveyors		
Chief of Survey	\$192.00	- \$192.00
Surveyor II	\$128.00	- \$128.00
Technical		
Technician V	\$181.28	- \$182.94
Technician IV	\$152.00	- \$158.21
Technician III	\$126.08	- \$128.00
Technician II	\$89.60	- \$128.00
Technician I	\$72.38	- \$86.40
Office Services and Records		
Administrative	\$71.20	- \$124.80

The above rates apply to all projects with exception to depositions and expert witness, in which all time spent for the preparation for depositions, providing the deposition, preparation for trials, and time spent in trial shall be billed at a rate of 2.0 times the above rate for all staff involved.

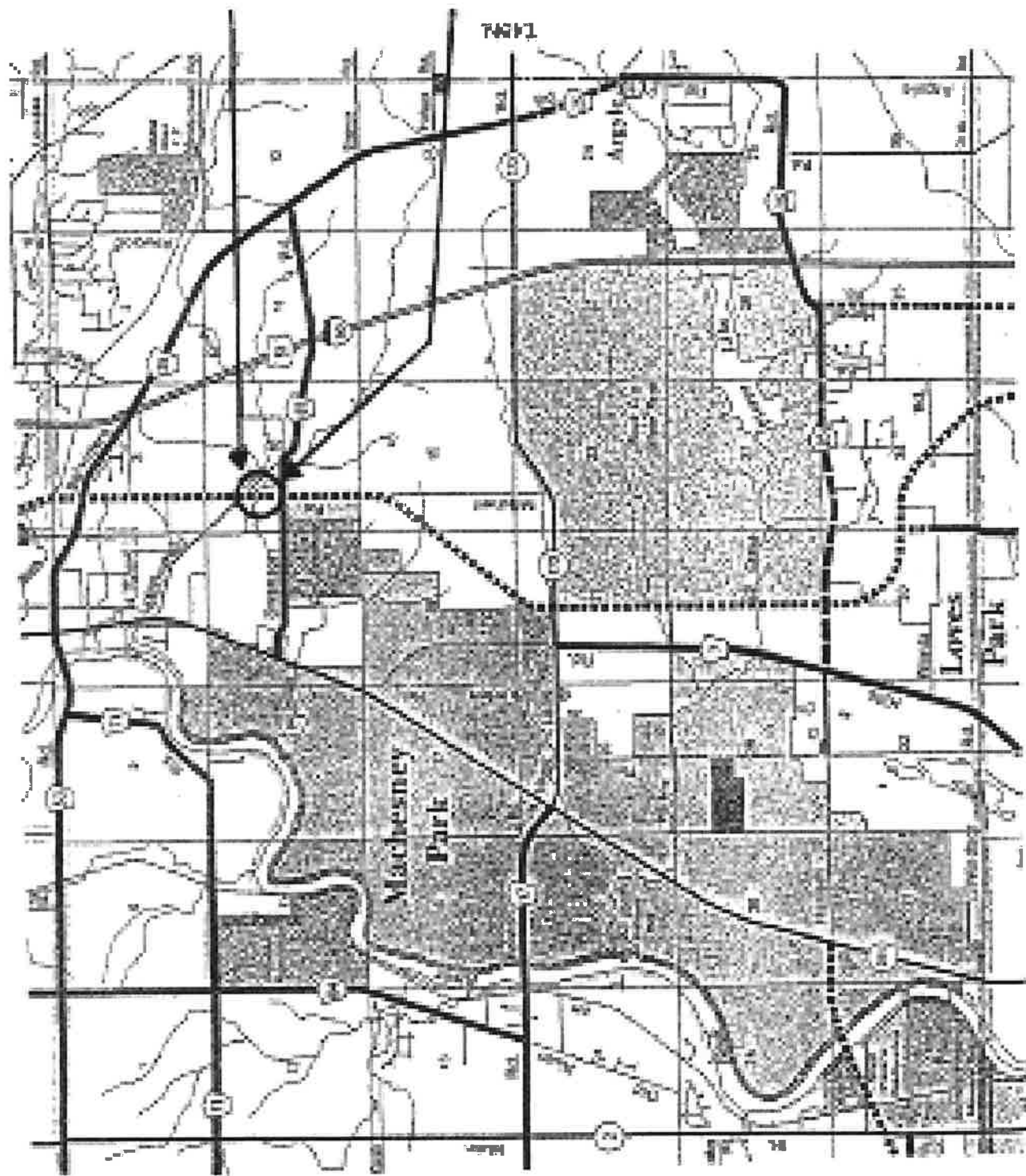
Expenses such as interim travel and subsistence, telephone, blueprints, subsurface investigations, laboratory testing, and subcontractor work approved by the client, will be charged at actual cost. A 10% administration fee may be charged on outside expenses.

A Fathometer for hydrographic surveys will be invoiced at \$150.00 per day.

Necessary field vehicles are charged at \$65.00 per day. All other mileage is charged at \$0.70 per mile net (or the current rate allowed by the I.R.S.). Boat Service fees are \$350 per day.

Above quotations are subject to change with 60 days' review by client, due to circumstances beyond our control.

Cost-of-living adjustments will be made to the schedule of rates on January 1st of each year.



LOCATION MAP



Resolution Executive Summary

Prepared By: Winnebago County Highway Department

Committee: Public Works Committee

Committee Date: Tuesday, August 26, 2025

Resolution Title:

(25-048) An Ordinance Amending Chapter 82 of the Winnebago County Code Regulating the Placement of Utilities and Facilities within the Rights-of-way of Winnebago County Highways

Board Meeting Date: Thursday, September 4, 2025

Budget Information:

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

Background Information:

This amendment is to revise and clarify the fee schedule we charge utilities when installing their facilities in the County's right-of-way. Propose revisions:

- Currently charge a \$200 flat fee for any installation longer than ¼ mile. Revision to charge an additional \$50 fee for each additional mile over one mile.
- Currently charge \$75 for first boring under roads and \$150 flat fee for multiple borings. Revision to \$75 for each boring.
- Currently charge \$250 for first open cut across a road and \$500 flat fee for multiple open cuts. Revision to \$250 for each open cut across roads.

Recommendation:

Staff recommends approval.

Contract/Agreement:

N/A

Legal Review:

By the State Attorney's office.

Follow-Up:

Effective after approval by the County Board

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

25-CO

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

**AN ORDINANCE AMENDING CHAPTER 82 OF THE WINNEBAGO COUNTY CODE
REGULATING THE PLACEMENT OF UTILITIES AND FACILITIES WITHIN THE
RIGHTS-OF-WAY OF WINNEBAGO COUNTY HIGHWAYS**

WHEREAS, Chapter 82 of the Winnebago County Code, entitled, “Traffic and Vehicles” regulates traffic and vehicles upon highways within the Winnebago County Highway System; and

WHEREAS, the Illinois Compiled Statutes, as amended, provide for the County Board and the County Engineer to have authority over and supervision of County Highways; and

WHEREAS, the Illinois Highway Code (605 ILCS 5/5-414), as amended, grants county boards the authority to adopt regulations providing for the issuance of permits by the County Engineer for the temporary closure to traffic of any portion of a highway under their jurisdiction for any public purpose; and

WHEREAS, the Illinois Highway Code (605 ILCS 5/9-113), as amended, set forth the powers and authority of the appropriate highway authority as they relate to the placement, removal, relocation, modification, or abandonment of utilities and facilities within public highways including their placement within the rights-of-way of county highways. For county highways, the appropriate highway authority shall be the County Engineer; and

WHEREAS, it would be in the public interest to adopt the recommended amendment to Chapter 82- Section: 82-108, Appendix 1 (Utility and Facility Permit Fee Schedule) of the Winnebago County Code to better reflect current practices, to preserve and protect the public safety, health, and general welfare as they relate to the operation and use of County Highways and their associated rights-of-way.

NOW, THEREFORE BE IT ORDAINED, by the County Board of the County of Winnebago, Illinois that Section 82-102 of Chapter 82 of the Winnebago County Code is hereby amended by revising Appendix 1 (Utility and Facility Permit Fee Schedule) with all other sections remaining in force. The section to be amended is Sec: 82-108, which reads as follows:

Sec. 82-108. - Utility and Facility Permit fee schedule.

Unless otherwise waived pursuant to Sec. 82-105(E) or this Sec. 82-108 of this Ordinance, all applications for permits pursuant to this Ordinance shall be accompanied by fees set forth in the "UTILITY AND FACILITY PERMIT FEE SCHEDULE" attached to this Ordinance as Appendix 2. Said fees may be amended from time to time by the Winnebago County Board by amending this Ordinance. The County Engineer may, at the County Engineer's discretion, waive any fees imposed by this Article VI of Chapter 82 of the Winnebago County Code if the fees are for a permit to perform work within a county highway right-of-way that is needed due to a county improvement or maintenance operation or if the work is being performed by another state or municipal agency within the County of Winnebago, Illinois. (Appendix 1 is hereby listed at the end of Article VI and also available at the Winnebago County Highway Department, 424 North Springfield Avenue, Rockford, Illinois, 61101.)

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

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

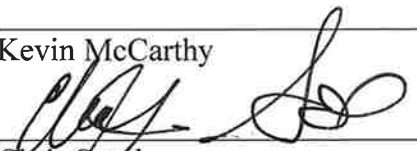
Respectfully submitted
PUBLIC WORKS COMMITTEE

AGREE



Dave Tassoni, Chairman

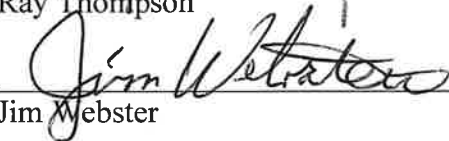
Kevin McCarthy



Chris Scrol



Ray Thompson



Jim Webster

DISAGREE

Dave Tassoni, Chairman

Kevin McCarthy

Chris Scrol

Ray Thompson

Jim Webster

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

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

ATTEST:

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

APPENDIX 1 (Revised 08/26/2025)

Winnebago County Highway Department									
UTILITY AND FACILITY PERMIT FEE SCHEDULE									
Item / Particulars	Application Fee	Highway Permit Fee				Traffic Control Fee			
		Installation of lines/cables 1/4 mile or less	Installation of lines/cables between 1/4 mile and 1 mile.	Installation of lines/cables more than one mile. Additional fee per mile or part thereof.	Each boring location across county highway	Each open cut location across county highway	Does not impede traffic	Involves county road lane closure	Involves county road closure and/or detour
Utility or Facility Cables and Structures									
Overhead (OH) cables on poles only	\$500.00	\$100.00	\$200.00	\$50.00	N/A	N/A	\$0.00	\$150.00	\$250.00
Underground (UG) cables	\$500.00	\$100.00	\$200.00	\$50.00	\$75.00	\$250.00	\$0.00	\$150.00	\$250.00
Combined OH & UG cables	\$500.00	\$100.00	\$200.00	\$50.00	\$75.00	\$250.00	\$0.00	\$150.00	\$250.00
Utility Main/Service Lines and Structures									
Underground (UG) main line/service lines	\$500.00	\$100.00	\$200.00	\$50.00	\$75.00	\$250.00	\$0.00	\$150.00	\$250.00

Note: (1) Utility permit fee shall be the sum of application fee, various highway permit fees and traffic control fee.

Note: (2) Highway permit fee shall be determined based on the total sum of different components involved in a particular application.

Note: (3) Any utility permit application involving multiple County highways, each highway will be considered as a separate permit application.

APPENDIX 1

Winnebago County Highway Department

UTILITY AND FACILITY PERMIT FEE SCHEDULE

Item / Particulars	Application Fee	Highway Permit Fee						Traffic Control Fee		
		Installation of lines/cables 1/4 mile or less	Installation of lines/cables more than 1/4 mile	Involves one location boring across county highway	Involves multiple locations boring across county highway	Involves one location open cut across county highway	Involves multiple locations open-cut across county highway	Does not impede traffic	Involves county road lane closure	Involves county road closure and/or detour
Utility or Facility Cables and Structures										
Overhead (OH) cables on poles only	\$500.00	\$100.00	\$200.00	N/A	N/A	N/A	N/A	\$0.00	\$150.00	\$250.00
Underground (UG) cables	\$500.00	\$100.00	\$200.00	\$75.00	\$150.00	\$250.00	\$500.00	\$0.00	\$150.00	\$250.00
Combined OH & UG cables	\$500.00	\$100.00	\$200.00	\$75.00	\$150.00	\$250.00	\$500.00	\$0.00	\$150.00	\$250.00
Utility Main/Service Lines and Structures										
Underground (UG) main line/service lines	\$500.00	\$100.00	\$200.00	\$75.00	\$150.00	\$250.00	\$500.00	\$0.00	\$150.00	\$250.00

Note: (1) Utility permit fee shall be the sum of application fee, various highway permit fees and traffic control fee.

Note: (2) Highway permit fee shall be determined based on the total sum of different components involved in a particular application.

Note: (3) Any utility permit application involving multiple County highways, each highway will be considered as a separate permit application.



Resolution Executive Summary

Prepared By: Winnebago County Highway Department

Committee: Public Works Committee

Committee Date: Tuesday, August 26, 2025

Resolution Title:

(25-049) Resolution Authorizing a Professional Services Agreement with Hey and Associates, Inc. for Restoration of Madigan Creek – Phase 1
(Section: 25-00736-00-DR)

Board Meeting Date: Thursday, September 4, 2025

Budget Information:

Was item budgeted	Yes	Appropriation Amount: \$ 135,500
If not, explain funding source:		
ORG/OBJ/Project Code:	461-46332	Budget Impact: \$ 135,500

Background Information:

The IEPA awarded the County a grant through Section 319 of the Federal Clean Water Act in the amount of \$1,179,000.00, for restoration and stream bank stabilization of a portion of the Madigan Creek. The County Board approved an IGCA with the IEPA for this financial assistance on 4/24/2025. This agreement for professional services is for the design of this project. The not to exceed amount of \$135,500 will be applied towards the estimated \$786,000 of the local match.

Recommendation:

Staff recommends approval.

Contract/Agreement:

After County Board approval

Legal Review:

By the State Attorney's office.

Follow-Up:

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

25-CR-XXX

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

**RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT
WITH HEY & ASSOCIATES, INC
FOR RESTORATION OF MADIGAN CREEK – PHASE 1
(SECTION NO. 25-00736-00-DR)**

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

WHEREAS the 6,860 feet (3,430 feet creek centerline) of streambank stabilization will help reduce existing flood damage and prevent flooding from worsening, protect and enhance overall surface and groundwater quality, and develop more open space; and

WHEREAS the IEPA entered into an Agreement with the COUNTY on April 24, 2025 by County Board Resolution No. 2025 CR 082, to provide financial assistance through Section 319 of the Federal Clean Water Act in the amount of \$1,179,000.00, with the County and other local agencies providing the local match estimated at \$786,000 which includes in-kind services; and

WHEREAS HEY and Associates, Inc. has submitted a proposal for the design of the Madigan Creek Restoration for a not to exceed amount of \$135,500 which will be applied to the local match; and

WHEREAS it would be in the public interest to enter into a Professional Services AGREEMENT with HEY & Associates, Inc. per the attached proposal.

NOW THEREFORE BE IT RESOLVED by the County Board of the County of Winnebago, Illinois, that the County Board Chairman is authorized to execute on behalf of the COUNTY the attached Professional Services AGREEMENT with HEY & Associates, Inc, substantially in the form as attached hereto; and

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

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

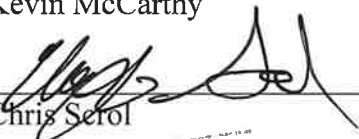
Respectfully submitted
PUBLIC WORKS COMMITTEE

AGREE

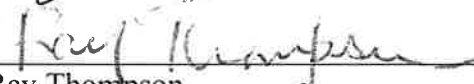


Dave Tassoni, Chairman

Kevin McCarthy



Chris Scrol



Ray Thompson



Jim Webster

DISAGREE

Dave Tassoni, Chairman

Kevin McCarthy

Chris Scrol

Ray Thompson

Jim Webster

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

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

ATTEST:

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

Hey and Associates, Inc.

Engineering, Ecology and Landscape Architecture

8755 W HIGGINS RD., SUITE 835

CHICAGO, ILLINOIS 60631

PHONE (773) 693-9200

FAX (847) 740-2888

August 20, 2025

Sean Von Bergen, P.E., CFM
Assistant County Engineer
Winnebago County Highway Department
424 N. Springfield Ave, Rockford, IL 61101

Re: Proposal for Madigan Creek Restoration Project
Hey No. 26-0272

Dear Mr. Von Bergen:

Hey and Associates, Inc. (Hey) is pleased to provide the Winnebago County Highway Department (Highway Department) with this proposal for the Madigan Creek Restoration Project Design. The subject reach of Madigan Creek runs through the Newburg Chase subdivision from Waterford Road to Newburg Road is approximately 3,430 feet and is located within Rockford Township in unincorporated Winnebago County, Illinois. We understand the Highway Department is seeking professional Consulting Services to design and permit the stream restoration project.

SCOPE OF SERVICES

We propose to complete the following scope of services.

Task 1: Topographic Survey

We understand that the County will lead the collection of topographic data. We assume that the data will generally include the following:

Minimum Standards:

1. The Topographic Survey shall conform to the current Illinois Minimum Standards for a Topographic Survey per Administrative Code Section 1270.56:

<http://www.ilga.gov/commission/jcar/admincode/068/068012700000560R.html>

Planimetrics:

1. All visible planimetric features within the survey area shall be located.

Elevations:

1. Ground elevations shall be surveyed on an approximate 20-foot grid in the project area. Additional spots will be taken to identify areas with steep slopes or gradient changes.
2. Spot elevations shall be surveyed at 20-foot intervals at the center of streets, back of curbs, face of curbs, edge of pavements, each side of sidewalks / paths, each side driveways and aprons.
3. Stream shall be surveyed at 50-foot intervals and shall include stream centerline (flowline), bottom of bank, edge of water, top of bank, and break points along the bank.
4. Wetland flags (if present) shall be surveyed and identified by number.
5. Hey will use the topographic survey data to generate contours for the project area.

Utilities:

1. Hey will call in a design locate and request municipal utility atlases. Data will be incorporated into the plans.
2. Aboveground and underground utilities are to be included in the base plans.

ADDITIONAL OFFICES IN VOLO, ILLINOIS AND RICHLAND CENTER, WISCONSIN

3. Measure-down (i.e. below rim elevation) information (inverts, pipe sizes, directions, etc.) shall be provided for all located sewer, water, electric handholes, and other utility structures within the project limits.
4. The upstream and downstream faces of the culvert/bridges in the project reach shall be surveyed. Culvert/Bridge openings shall be measured and sketched.

Vegetation:

1. All trees over 4-inch caliper and shrubs over 1.5 feet in height shall be located.
2. The trees shall be identified as either coniferous or deciduous. Bushes shall be shown.
3. Trees located behind fenced areas on private property do not need to be surveyed.

Boundary Survey and Easement Description:

1. Surveyor shall identify property lines, right-of-way and monuments within the project area.
2. We assume that detailed plat surveys for adjacent properties will not be needed and that temporary or permanent easements (if needed) will be secured by others.

Task 2: Wetland/Waters Field Investigation and Delineation Report

We will complete a field investigation of the subject Madigan Creek corridor. Hey will perform a routine wetland and Waters delineation applying the general procedures detailed in the 1987 U.S. Army Corps of Engineers' (USACE) wetland delineation manual and the 2010 Regional Supplement-Midwest Region. We will identify and flag any wetland/Waters boundaries and record their location with a sub-meter horizontal accuracy GPS unit. Our wetland report will include aerial photographs showing the surveyed wetland boundaries, required USACE data forms for sample points, observed vegetative species lists, representative color photos, and other necessary data. We will provide a pdf of the final report to you for your use.

Task 3: Threatened and Endangered Species Documentation

Under this task, Hey will complete the documentation for compliance with the Illinois and federal endangered species consultation process. This includes using the online EcoCAT system for state-listed resources, and the IPAC system for federally-listed species. Documentation will be produced that can accompany applications as required.

Task 4: Historic Properties Compliance

This task will include examination of the online HARGIS maps for any nearby historic properties. For federal section 106 signoff, this information is submitted to the USACE who will make the determination if any further coordination with SHPO is necessary. For state signoff (if any state funds or permits are used), we will submit a cover letter with required documentation directly to the SHPO for review and response.

Task 5: Hydrologic and Hydraulic Analysis

We will prepare hydrologic and hydraulic modeling to guide final design and to support project permitting. We will prepare existing conditions and proposed conditions models to guide in development of proposed solutions along the creek corridor. The modeling will be used to show that the project meets the state and county permit requirements under the permitting task.

Task 6: Geotechnical Analysis

We will coordinate to obtain borings and soil samples as needed throughout the project reach. This information will be used to guide the development of the streambank improvements as well as support hauloff and disposal.

We will work with the county to develop a strategy for addressing potential uncertainties with soil hauloff and disposal from a stream environment.

Task 7: Plan Development

Following review and assessment of the collected information, we will work to develop a suite of stream corridor improvements that will improve water quality, stabilize streambanks, and provide other ecological and site enhancements.

We will work with the County to prepare a suite of potential improvements. These will include a combination of soft-stabilization (grading, planting of native vegetation, bioengineering practices, etc.) and hard-scape measures (rip rap, rock check dams, etc.) to stabilize the streambank. This will offer protection against high velocities of flow while also providing water quality and fish habitat benefits. Riffles, cross-vanes, and stone toes, will also be used to improve this section of Madigan Creek.

Preliminary Design (60%) - We will prepare preliminary plans depicting proposed stabilization measures including limits of regrading, interplanted boulder toe, gabion/outcropping bank treatment, and riffle structures for grade control. Incidental work such as construction access, traffic control, staging areas, and tree removal will also be included for discussion. A preliminary planting plan with representative species lists will be included.

A list of anticipated special provisions to be used in conjunction with the IDOT Standard Specifications for Road and Bridge Construction (SSRBC).

A preliminary Opinion of Probable Construction Cost will be prepared for budgeting purposes.

Final Design (95%) - Upon client review of the preliminary design documents, final design shall commence including addressing client comments.

We anticipate the final design plans will include the following sheets: cover, notes, existing conditions and demolition plan, soil erosion and sediment control/traffic control plan, grading plan, planting plan, and details (multiple sheets). Written special provisions to be used in conjunction with the IDOT SSRBC. A revised Opinion of Probable Construction Cost will be prepared.

At this time, we do not plan on conducting any of the following:

- Title searches or additional property records research
- Easement document preparation
- Regulatory floodplain mapping

Deliverables will include preliminary and final project plans, preliminary and final opinion of probable costs.

Task 8: Permitting

Hey will lead the preparation of permitting submittals for the project. This will include county, state and federal permitting.

- Prepare and submit a U.S. Army Corps of Engineers (USACE) Permit application. Because of the length of the project, it will not be eligible for a Nationwide 13 permit which is frequently used for these projects. We will coordinate with USACE staff to identify the best route for permitting. It is possible that an IEPA Individual 401 Water Quality Certification could be required as part of this process. While

we will seek permitting avenues that do not require this certification from the IEPA, if this is required, this work would need to be performed as an amendment to this contract.

- Prepare and submit an Illinois Department of Natural Resources—Office of Water Resources (IDNR-OWR) Part 3700 Construction in Floodways permit application, including hydraulic modeling of proposed conditions.
- Prepare and submit a Notice of Intent and SWPPP for IEPA NPDES coverage under an ILR10 permit.
- Correspondence/sign-off regarding federally listed threatened/endangered species, state biological resources, and state and federal cultural resources.
- All permit application fees to be paid directly by the County to the agency charging the fee.

Task 9: Project Management and Meetings

Hey will provide monthly invoices and coordination. We anticipate holding the following meetings with the County:

- Kickoff meeting: Review available data, review topographic data and site data collected to date, obtain initial input from County staff
- Preliminary Design meeting: Hey to prepare plan and exhibits for discussion. County to provide input and commentary to complete the Preliminary Plans.
- Final Design meeting: Review project design memorandum and associated information. Hey to address comments / questions. Discuss next steps for design.
- Project Reporting – we assume the County will take the lead on the quarterly and final reports, but Hey will provide input and data as requested to allow for the completion of these reports.

Fees

Hey will invoice on a time and materials (T&M) basis with a not-to-exceed total project cost as noted below unless otherwise approved by the County.

Task	Description	Fee
1	Topographic Survey (coordination)	\$3,000
2	Wetland/Waters Field Investigation and Delineation Report	\$7,000
3	Threatened and Endangered Species Documentation	\$2,500
4	Historic Properties Compliance	\$2,500
5	Hydrologic and Hydraulic Analysis	\$19,000
6	Geotechnical Analysis and Sampling	\$9,000
7	Plan Development	\$68,000
8	Permitting	\$18,500
9	Project Management and Meetings	\$6,000
	Total	\$135,500

Reimbursable expenses shall be included in the fees noted above and include, but are not necessarily limited to, travel, reproductions, shipping/delivery, aerial photographs, phone and other communication charges, consultants and subcontractor fees, equipment and supply costs related to the execution of the project. Any

additional meetings or supplemental work would be in addition to the above amount or by separate proposal. Our Standard Terms and Conditions are attached.

If this agreement is acceptable, please sign below and return this proposal to our office. Upon receipt, we will sign and return a fully executed copy for your records. This proposal is valid for 30 days from the date of this letter. Should you have any questions, please contact the project manager, Jeff Wickenkamp at our Chicago office.

Winnebago County, IL

_____ Hey and Associates, Inc.	_____ Joseph Chiarelli / County Board Chairman
_____ Attest	_____ Attest: County Clerk
_____ Date	_____ Date

Compensation

Profession

Engineering

Senior Principal Civil Engineer	\$240
Principal Civil Engineer	\$220
Senior Civil Engineer	\$200
Civil Engineer V	\$185
Civil Engineer I to IV	\$140-170
Engineering Intern	\$90
Engineering Technician I to V	\$120-160
Field Services Manager	\$175

Ecological Services

Senior Principal Ecologist	\$220
Senior Project Scientist	\$190
Senior Aquatic Scientist	\$170
Environmental Services Manager	\$170
Environmental Scientist I to V	\$125-165
Environmental Intern	\$70

Landscape Architecture

Senior Landscape Architect	\$195
Landscape Architect I to V	\$135-175
Landscape Designer	\$130

Administration

Executive Administrator	\$135
Accounting Administrator	\$110
Office Administrator	\$105

Expert Testimony

Rates to be determined on per-project basis

Reimbursable Expense

Reimbursable expenses shall be reimbursed at cost plus an 8% administrative service charge. Such expenses shall include, but are not necessarily limited to travel, reproduction, shipping/delivery, aerial photographs, phone and other communication charges, consultants and subcontractor fees, equipment and supply costs related to the execution of the project. Fixed reimbursable expense costs are as follows:

Travel	\$.75/mile
Copies	\$.20/page
Software/Digital Resource Charge	\$100.00/project
ATV Usage	\$ 40.00/hour
ATV Discing, Herbicide, Spraying, Mowing	\$ 45.00/hour
Boat Usage	\$ 75.00/hour
Chain Saw Usage	\$ 20.00/hour
Additional Plotting, B & W	\$.90/sq. ft.
Additional Plotting, Color	\$ 2.75/sq. ft.
Flow Meter	\$ 50.00/day
GPS Rover	\$350.00/day
Total Station/GPS Equipment	\$100.00/day
Unmanned Aerial Reconnaissance	Per Project

Insurance

Throughout the duration of the project, Hey will procure and maintain the following insurance:

Liability	Limits of Liability
Workers' Compensation and Employer's Liability	\$ 500,000 each incident
Commercial General Liability	\$ 2,000,000
Professional Liability	\$ 2,000,000
Automobile Liability	\$ 1,000,000

Within the limits of this insurance, Hey agrees to hold the Client harmless from and against loss, damage, injury or liability arising directly from the negligent acts or omissions of employees, agents, or subcontractors of Hey.

Client will limit any and all liability, claim for damages, losses, cost of defense, or expenses to be levied against Hey on account of any design defect, error, omission, or professional negligence to a sum not to exceed the amount of Hey's fee under this agreement. Should the Client require other types of insurance coverage, limits in excess of the above limits, and/or certificates naming any other(s) than the Client as additional insured parties, Hey's cost of obtaining such coverage, limits, or certificates shall be reimbursable by the Client.

Billing

Billings shall be on a monthly basis and are payable upon receipt. An additional charge of 1% percent per month (18% per annum) shall be applied to any balance unpaid more than 30 days beyond date of invoice. Client shall pay any attorney's fees, court costs or other expenses incurred collecting delinquent accounts. All invoices paid by credit card will be charged an additional 3.5% processing fee.

Hey and Associates Inc. (Hey), with seven (7) days written notice, reserves the right to suspend or terminate work under this agreement on any account that is past due. The Client's obligation to pay for the work contracted is in no way dependent upon the Client's ability to obtain financing, zoning, permit approval by governmental or regulatory agencies, or upon the Client's successful completion of the project. The rates presented herein are effective for the period January 1, 2025 through December 31, 2025.

Limitation of Costs

Hey will not be obligated to continue performance or incur costs beyond the estimated costs unless the Client agrees in writing to a revised cost estimate.

Client's Responsibilities

Client shall arrange for access to and make all provisions for Hey to enter upon private and public property as required for Hey to perform services under this Agreement. Client shall provide Hey with all existing available information regarding this project as required. Hey shall be entitled to rely upon information and documentation provided by the Client or consultants retained by the Client in relation to this project, however Hey assumes no responsibility or liability for their completeness or accuracy.

Cost Opinions

Any cost opinions or project economic evaluations provided by Hey will be on the basis of experience and judgment, but, because Hey has no control over market conditions or bidding procedures, we cannot warrant that bids, construction cost, or project economics will not vary from these opinions.

Standard of Care

The standard of care for all services performed by Hey under the agreement will be the care and skill ordinarily used by members of Hey's profession practicing under similar circumstances at the same time and in the same locality. Hey makes no warranties, express or implied, under this Agreement or otherwise, in connection with Hey's services.

Means & Methods

Hey will neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the construction of the subject project(s).

Mutual Indemnification

Subject to the foregoing provisions, Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless Hey, its officers, directors, employees and agents from and against any liabilities, damages and costs (including reasonable attorneys' fees and costs of defense) arising out of the death or bodily injury to any person or the destruction or damage to any property, to the extent caused, during the performance of Services under this Agreement, by the negligent acts, errors or omissions of the Client or anyone for whom the Client is legally responsible, subject to any limitations of liability contained in this Agreement. Hey agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Client, its officers, directors, employees and agents from any liabilities, damages and costs (including reasonable attorney's fees and costs of defense) to the extent caused by the negligent acts, errors or omissions of Hey, Hey's contractors, consultants or anyone for whom Hey is legally liable.

Copyright Indemnification

To the fullest extent permitted by law, Client shall indemnify and hold harmless Hey from and against any and all costs, losses and damages (including but not limited to all attorney fees and charges, all court or arbitration or other dispute resolution costs, and any time spent by Hey in defense of any such claims) resulting from any claims brought against Hey alleging copyright, trademark, or patent infringement or any other cause of action or regulatory decision resulting from Hey's use of, or reliance on, the design, plans and specifications provided by the Client for the Project. This provision shall survive the completion of the services provided under this Agreement.

Consequential Damages

To the fullest extent permitted by law, Client and Hey waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project.

Termination

Either party may terminate this Agreement upon not less than seven (7) days written notice should the other party fail to substantially perform in accordance with the terms of this Agreement through no fault of the terminating party. Hey may terminate this Agreement for its convenience and without cause by providing not less than seven (7) days written notice. If Client terminates this Agreement for its convenience and without cause, Client agrees to compensate Hey for services performed prior to the termination, together with Reimbursable Expenses incurred and costs attributable to termination, including the costs attributable to Hey's termination of consultant agreements and authorized Additional Services.

Dispute Resolution

Client and Hey agree that they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement or the breach thereof ("Disputes") to mediation. If such mediation is unsuccessful in resolving a Dispute, then such Dispute shall be resolved by a court of competent jurisdiction.

STATE OF ILLINOIS
WINNEBAGO COUNTY HIGHWAY DEPARTMENT
SECTION 319 OF THE FEDERAL CLEAN WATER ACT
SECTION NO.: 25-00736-00-DR
MADIGAN CREEK RESTORATION PROJECT
PHASE I
(WATERFORD DRIVE TO NEWBURG ROAD)
LOCATION MAP



25-00736-00-DR PROJECT ENDS



25-00736-00-DR PROJECT BEGINS

MADIGAN CREEK: 3,430 FT (6,860 FT STREAMBANK)
WINNEBAGO COUNTY BOARD DISTRICT 8 & 11





Resolution Executive Summary

Prepared By: Winnebago County Highway Department

Committee: Public Works Committee

Committee Date: Tuesday, August 26, 2025

Resolution Title:

(25-050) Resolution Authorizing the Adoption of the Updated Multi-Hazard Mitigation Plan for Winnebago County, Illinois

Board Meeting Date: Thursday, September 4, 2025

Budget Information:

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

Background Information:

FEMA requires that local jurisdictions update their hazard mitigation plan every five years to be eligible for certain federal grant funding. The update was prepared by R1 and the County with input from all local jurisdictions. This plan covers all local agencies in the County. FEMA is reviewing the plan previously submitted, but they recommended that the County Board adopt it in early September pending their final review.

The plan is accessible via this shared google drive link:

https://drive.google.com/file/d/1WQnSMbGPnyRvExPpPYtxSUweDVclpCja/view?usp=drive_link

it will also be available in the County's website once approved.

Recommendation:

Staff recommends approval to be eligible for some federal grants.

Contract/Agreement:

N/A

Legal Review:

By the State Attorney's office.

Follow-Up:

The certified resolution will be sent to FEMA and IEMA after adoption by the County Board.

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

25-CR

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

**RESOLUTION AUTHORIZING THE ADOPTION OF THE UPDATED MULTI-HAZARD
MITIGATION PLAN FOR WINNEBAGO COUNTY, ILLINOIS**

WHEREAS, under the Disaster Mitigation Act of 2000 (Public Law 106-390), the United States Federal Emergency Management Agency (FEMA) requires local jurisdictions have in place a FEMA-approved Multi-Hazard Mitigation Plan (MHMP) to be eligible for certain federal grant funding; and

WHEREAS, the current Winnebago Countywide MHMP was adopted by the County Board in 2019 in accordance with the Disaster Mitigation Act of 2000 regulations and guidance provided by FEMA; and

WHEREAS, to assist cities, villages and unincorporated areas, Winnebago County through the Region 1 Planning Council (R1PC) facilitated the completion of a FEMA-required update of the 2019 MHMP (hereafter, the “Update”) which included input from participating jurisdictions in the County (see Exhibit “A”); and

WHEREAS, the Update addresses the impact of flooding, severe storms, tornadoes, hazardous material discharges, winter storms, drought and extreme heat, dam and levee failures, and earthquakes that have potential to cause damages to people and properties within the County; and

WHEREAS, Winnebago County held a duly noticed public hearing on December 3, 2024 to provide an opportunity for public comment; and

WHEREAS, the Update was submitted to the Illinois Emergency Management Agency (IEMA) and FEMA for review on July 11, 2025 and formal approval from FEMA is pending; and

WHEREAS, Winnebago County is committed to the goals and objectives of the Update and understands that revisions may be required by FEMA to achieve final approval; and

WHEREAS, Winnebago County is committed to the mitigation of natural hazards and the protection of its citizens, property and natural resources; and

WHEREAS, formal approval of the Update by IEMA and FEMA will be contingent upon its adoption by Winnebago County and the participating jurisdictions;

NOW, THEREFORE, BE IT RESOLVED, by the County Board of the County of Winnebago, Illinois, that the 2025 updated MHMP is adopted as the official Winnebago Countywide Multi-Hazard Mitigation Plan for Winnebago County, Illinois, in the final format approved by IEMA and FEMA as filed at the Winnebago County Highway Department.

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

BE IT FURTHER RESOLVED that the County Engineer is hereby authorized to make any and all revisions, updates or additions to the Update as required by FEMA to secure final approval; and

BE IT FURTHER RESOLVED, that other participating jurisdictions, IEMA and FEMA are to be duly notified by the County Engineer of this adoption and final approval.

EXHIBIT A

2025 MULTI-HAZARD MITIGATION PLAN UPDATE PARTICIPATING JURISDICTIONS

Village of Cherry Valley	David Schroeder, President
Village of Durand	Sheila Hoffman, Mayor
City of Loves Park	Greg Jury, Mayor
Village of Machesney Park	Steve Johnson, Mayor
Village of New Milford	Tim Owens, President
Village of Pecatonica	Collin Hardy, President
City of Rockford	Tom McNamara, Mayor
Village of Rockton	John Peterson, Mayor
Village of Roscoe	Carol Gustafson, President
City of South Beloit	Tom Fitzgerald, Mayor
Village of Winnebago	Frank Eubank, President
County of Winnebago	Joseph Chiarelli, Chairman
Blackhawk Fire Protection District	Scott Schaben, Interim Chief
Winnebago County Fire Protection District #1	Claudie Kellicut, President
Pecatonica Fire Protection District	Steve Van Vleck, Chief
Cherry Valley Fire Protection District	Karl Ericksen, President
Harlem-Roscoe Fire Protection District	Bart Munger, President
New Milford Fire Protection District	Scott Schaben, Interim Chief
North Park Fire Protection District	Brent Meade, President
North West Fire Protection District	Kacie Fleetwood, President
Rockton Fire Protection District	Bryan Northrop, President
Stillman Fire Protection District	Marc Wortman, Board Chair
Win-Bur-Sew Fire Protection District	Guy Cunningham, Board Chair
German Valley Fire Protection District	Duane Boomgarden, President

EXHIBIT A

2025 MULTI-HAZARD MITIGATION PLAN UPDATE PARTICIPATING JURISDICTIONS

Burritt Township	Fred Hoople, Supervisor
Cherry Valley Township	Brian Flynn, Supervisor
Durand Township	David Waller, Supervisor
Harlem Township	Aaron McKnight, Supervisor
Harrison Township	Jeff Wishop, Supervisor
Laona Township	Eric Lindroth, Supervisor
Owen Township	Owen Bach, Supervisor
Pecatonica Township	Elizabeth Clark, Supervisor
Rockford Township	Jasper St. Angel, Supervisor
Rockton Township	Paul Williams, Supervisor
Roscoe Township	Bob Nowicki, Supervisor
Seward Township	Richard Beuth, Supervisor
Shirland Township	Eric Stormberg, Supervisor
Winnebago Township	Greg Hodges, Supervisor
North Park Public Water District	Deborah Nelson, Chair
Four Rivers Sanitary District	Richard Pollack, President
Rock Energy Cooperative	Barbara Miller, Chair
Rockford Park District	Martasha Brown, President
Forest Preserves of Winnebago County	Jeff Tilly, President
Rock Valley College	Paul Gorski, Board Chair
Rockford University	Marci Taets, Board Chair
Chicago Rockford International Airport	Mike Schablaske, Chairman

EXHIBIT A

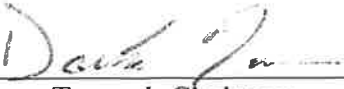
2025 MULTI-HAZARD MITIGATION PLAN UPDATE PARTICIPATING JURISDICTIONS

Durand Community Unit School District 322	Jonathan Manning, President
Harlem Consolidated School District 122	Michael Sterling, President
Hononegah Community High School District 207	David Kurlinkus, President
Kinnikinnick School District 131	Dave Young, President
Meridian Community Unit School District 223	John Smith, President
Pecatonica Community Unit School District 321	Robert Ackerman, President
Prairie Hill School District 133	Kimberly Aulenbacher, President
Rockton School District 140	Kelsey Lueshen, President
Shirland School District 134	Aaron Hall, President
South Beloit Community Unit School District 320	Devon Pilz, President
Winnebago Community Unit School District 323	Heather Dunaway, President

Respectfully submitted
PUBLIC WORKS COMMITTEE

AGREE

DISAGREE



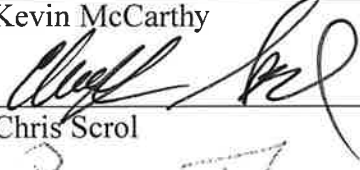
Dave Tassoni, Chairman

Dave Tassoni, Chairman

Kevin McCarthy

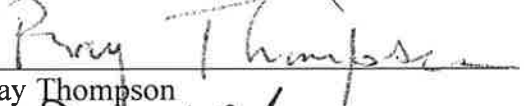
Chris Scrol

Kevin McCarthy



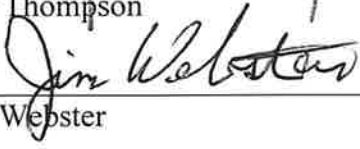
Chris Scrol

Chris Scrol



Ray Thompson

Ray Thompson



Jim Webster

Jim Webster

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

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

ATTEST:

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

Public Safety & Judiciary Committee



Resolution Executive Summary

Prepared By: Rick Ciganek
Committee: Public Safety and Judiciary Committee
Committee Date: August 18, 2025
Board Meeting Date: September 4, 2025
Resolution Title: Resolution Authorizing the Chairman of the County Board to Execute an Intergovernmental Agreement with the Greater Rockford Airport Authority for Fire and EMS Dispatch Services

Budget Information:

Was item budgeted?	N/A	Appropriation Amount:
If not, explain funding source:		
ORG/OBJ/Project Code:	N/A	Descriptor: County 911 Center for Professional Services

Background Information: The Winnebago County Sheriff's Office and the Greater Rockford Airport Authority are entering into an agreement in which the County 911 Center will provide Fire Dispatch Services for the Rockford Airport Fire Department. Transitioning to the state-of-the-art County 911 Center marks a significant step toward enhancing emergency response times, prioritizing firefighter safety, and improving public safety in our community.

Recommendation: Approve the agreement. The Greater Rockford Airport Authority (Rockford Airport Fire) will generate approx. 100 calls for service each year.

Contract/Agreement: Attached.

Legal Review: The State's Attorney's Office has reviewed and approved the contract.

Follow-Up: n/a

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

Sponsored by: Brad Lindmark
Submitted by: Public Safety & Judiciary Committee

2025 CR_____

**RESOLUTION AUTHORIZING THE CHAIRMAN OF THE COUNTY BOARD TO EXECUTE AN
INTERGOVERNMENTAL AGREEMENT WITH THE GREATER ROCKFORD AIRPORT
AUTHORITY FOR FIRE AND EMS DISPATCH SERVICES**

WHEREAS, Section VII, Section 10 of the Constitution of the State of Illinois and the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*, authorize units of local government to cooperate in the provision of services; and

WHEREAS, the County of Winnebago ("County") operates the Winnebago County 911 Communications Center, a Public Safety Answering Point (PSAP), for call taking and dispatching of 9-1-1 calls; and

WHEREAS, the Greater Rockford Airport Authority (Rockford Airport Fire) provides emergency fire and medical services; and

WHEREAS, the County and Rockford Airport Fire have determined it would be in their best interests for the Rockford Airport Fire to utilize the County PSAP for the dispatch of emergency calls for fire and EMS services for Rockford Airport Fire, pursuant to the terms of the Intergovernmental Agreement attached hereto as Exhibit A; and

WHEREAS, the Public Safety & Judiciary Committee of the County Board for the County of Winnebago, Illinois, has reviewed the proposed terms of the Intergovernmental Agreement with Rockford Airport Fire, attached hereto as Exhibit A, and recommends contracting with Rockford Airport Fire under the terms set forth in the Intergovernmental Agreement.

NOW THEREFORE BE IT RESOLVED, by the County Board of the County of Winnebago, Illinois, that the Winnebago County Board Chairman is authorized to execute the Intergovernmental Agreement with the Greater Rockford Airport Authority, in substantially the same form as contained in Exhibit A.

BE IT FURTHER RESOLVED, that the Clerk of the County Board is hereby directed to prepare and deliver copies of this resolution to the Winnebago County Auditor, Winnebago County Finance Director, and Winnebago County Sheriff.

Respectfully submitted,
PUBLIC SAFETY AND JUDICIARY COMMITTEE

AGREE

DISAGREE

BRAD LINDMARK, CHAIR

BRAD LINDMARK, CHAIR

AARON BOOKER

AARON BOOKER

ANGIE GORAL

ANGIE GORAL

KEVIN MCCARTHY

KEVIN MCCARTHY

TIM NABORS

TIM NABORS

CHRIS SCROL

CHRIS SCROL

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:

LORI GUMMOW

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

JOSEPH V. CHIARELLI

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

**INTERGOVERNMENTAL AGREEMENT REGARDING
EMERGENCY COMMUNICATIONS FOR FIRE AND EMS CALL DISPATCHING**

THIS INTERGOVERNMENTAL AGREEMENT ("Agreement") is made this 24th day of July, 2025 ("Effective Date"), by and between the County of Winnebago, Illinois, a body politic and corporate, on behalf of the Winnebago County Sheriff's Office ("County") and the The Greater Rockford Airport Authority, a unit of local government ("Rockford Airport Fire"). The County and Rockford Airport Fire are also collectively referred to as the "Parties" or individually as a "Party."

WITNESSTH

WHEREAS, Article VII, Section 10 of the Constitution of the State of Illinois of 1970 authorizes units of local government to contract and associate among themselves to obtain or share services and to exercise, combine, or transfer any power or function, in any manner not prohibited by law or ordinance; and

WHEREAS, the Intergovernmental Cooperation Act, 5 ILCS 220/1, *et seq.*, as amended, provides that any power or powers, privileges, functions, or authority exercised or which may be exercised by a public agency of this State may be exercised, combined, transferred, and enjoyed jointly with any other public agency of this State; and

WHEREAS, the County and Rockford Airport Fire are public agencies as defined in the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*; and

WHEREAS, the County operates the Winnebago County 911 Communications Center, a Public Safety Answering Point (PSAP), for call taking and dispatching of 9-1-1 calls; and

WHEREAS, Rockford Airport Fire provides emergency fire and medical services; and

WHEREAS, it has been determined by the corporate authorities of Rockford Airport Fire and the County that it would be in the best interest of public safety to utilize the service of the PSAP for the dispatch of emergency calls for fire and EMS services for the Rockford Airport Fire on the terms and conditions contained herein.

NOW, THEREFORE, in consideration of the above recitals which are hereby incorporated into this Agreement, and the mutual covenants, terms and provisions contained herein, or attached hereto and incorporated herein by reference, as well as other good and valuable consideration, the receipt and sufficiency of which is acknowledged by both Parties, the Parties agree to the following:

1. Agreement to Provide Services

- a. Dispatching. To the extent PSAP, as the designated primary Public Safety Answering Point for Winnebago County, receives 9-1-1 telephone calls for areas serviced by the The Greater Rockford Airport Authority, PSAP shall answer those

calls and provide dispatch services twenty-four (24) hours a day each day of the year. Such services shall include, but not be limited to those set forth on Exhibit A attached hereto and incorporated herein. All such telephone calls shall be recorded on a written and/or a computer log, and PSAP shall promptly transmit the information received in the call to Rockford Airport fire on the frequency designated on Exhibit B herein.

- b. Communications Coordination. The PSAP shall act as a communication center for the purpose of monitoring and logging all radio communications generated by Rockford Airport Fire's response to dispatches initiated by the PSAP.
- c. Dispatch Documentation. Each dispatch call shall be numbered for ease of reference.

2. Ownership and Responsibility for Equipment

- a. Receivers and Repeating Site Equipment. County shall be responsible for providing, through the use of funds available through the Emergency Telephone System Board, all necessary pagers, radios, cabling, repeaters, transmitters, Computer-Aided-Dispatch (CAD) software, 911 printers, receivers, phone lines, PSAP dispatching radio configuration cost and any installation cost at the County and/or Rockford Airport Fire as necessary to complete the dispatching process.
 - b. Personnel. The County shall provide at its own expense two dedicated fire dispatchers to fulfill its dispatch obligations pursuant to Illinois Statute, the Illinois Administrative Code, all as amended from time-to-time, and under this Agreement.
3. Radio Frequency. Radio frequencies are designated on Exhibit B. If any of the Radio Frequencies are not currently licensed by the County, Rockford Airport Fire hereby represents and warrants to the County that it holds all necessary licenses, permits, and approvals to use those frequencies in a manner in which it be used pursuant to this Agreement. Rockford Airport Fire hereby grants permission to the County to transmit on the frequencies listed on Exhibit B by either base unit, portable unit, or both, for the purpose of communicating with Rockford Airport Fire for purposes of this Agreement and shall provide the County with a letter on The Greater Rockford Airport Authority letterhead to that effect. Copies of all FCC licenses will be forwarded to the County.
4. Responsibilities. Licenses and Permits. Each Party shall perform all services required by this Agreement in accordance with all applicable statutes, regulations, ordinances, and professional standards and shall, at its own expense, obtain and maintain any licenses, permits, or other approvals necessary for it to provide the services contemplated by this Agreement.

5. Compliance with Rockford Airport Fire Policies and Procedures. County shall comply with all Rockford Airport Fire's written policies and procedures relating to the services provided herein. Rockford Airport Fire shall provide to County its Policy and Procedures/response criteria (SOG manual).
6. Events beyond the Control of County. The County shall not be responsible for providing services pursuant to this Agreement and shall not be liable for its failure to provide such services when prevented from doing so by events or actions beyond its control, including, but not limited to, weather, fire, floods, labor unrest, failure of equipment which is not within its control (including telephone lines), and actions by individuals who are not County employees or agents. If and when the County becomes aware of any such possibility or event which prevents it from providing services, it shall undertake all reasonable efforts immediately to notify Rockford Airport Fire of the facts and to remedy the problem and/or circumstances which prevent delivery of dispatch services, including but not limited to the transfer of 9-1-1 functions to a back-up Public Safety Answering Point.
7. Rates and Billing
 - a. Rockford Airport Fire will pay the County the sum of \$15.00 per dispatched call. Nothing in this Agreement is to be construed as Rockford Airport Fire acknowledging any obligation to pay any fee for dispatch outside of the undertaking set forth herein. Notwithstanding anything to the contrary in this Agreement, the payment obligation set forth herein shall not be deemed as an acknowledgment or assumption by Rockford Airport fire of any obligation or responsibility of it to provide or contribute to the costs associated with dispatching of emergency calls for fire and EMS services for Rockford Airport Fire, nor is this Agreement an acknowledgment or assumption by the County of its obligation or responsibility to perform dispatching of emergency calls for fire and EMS services for Rockford Airport Fire without such contribution. During the terms of this contract, the cost per dispatched call will not increase by an amount greater than the six (6) percent.
 - b. The County shall send bills monthly to Rockford Airport Fire at the following address:

The Greater Rockford Airport Authority
36 Airport Dr
Rockford, IL 61109
Attn: Chief of Department

- c. Rockford Airport Fire shall pay the County all amounts due pursuant to the Illinois Local Government Prompt Payment Act, 50 ILCS 505/1 *et seq.* All payments shall be made to:

County of Winnebago
404 Elm Street
Rockford, IL 61101
Attn: Finance Department

8. Term and Termination.

- a. Term. The term of this Agreement shall be for one (1) year. This Agreement shall automatically renew for successive one (1) year terms unless either party notifies the other at least thirty (30) days prior to the end of the initial term or any renewal term of its intent not to renew.
- b. Termination. This Agreement may be terminated as follows:
- i. Either party may terminate this Agreement without cause upon one hundred twenty (120) days' prior written notice to the other party;
 - ii. Upon the breach of any provision of this Agreement provided that the breaching party shall have ten (10) calendar days after delivery of written notice of the breach from the non-breaching party to cure the breach;
 - iii. Immediately upon loss of any license, permit, or other approval required for the services which are the subject of this Agreement. The parties shall have a duty to notify each other immediately upon such loss although termination hereunder shall not be dependent upon delivery of such notice; or
 - iv. Upon either party's substantial failure to comply with all statutes, regulations, ordinances, and professional standards in its performance of services required pursuant to this Agreement, where either party fails to cure such failure within ten (10) calendar days after receiving written notice of the failure from the other party.

9. Compliance with Law. The parties hereto shall comply with all applicable state and federal laws, rules, and regulations.

10. Miscellaneous.

- a. Amendment. The terms and provisions of this Agreement may only be modified or amended by mutual consent of the parties to this Agreement via a written document

executed by duly authorized representatives of the County and The Greater Rockford Airport Authority.

- b. Governing Law. The Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Illinois.
- c. Notices. Notices permitted or required under the Agreement shall be mailed by certified mail postage prepaid, and addressed as follows.

If to County: Winnebago County Sheriff's Office
650 W. State Street
Rockford, IL 61102
Attn: Sheriff

Copy to: Winnebago County State's Attorney's Office
400 W. State Street, Suite 804
Rockford, IL 61101
Attn: Chief of Civil Bureau

If to : The Greater Rockford Airport Authority
36 Airport Dr
Rockford, IL 61109
Attn: Chief of Department

Copy to: Thomas J. Lester
Allen Galluzzo Hevrin Leake, LLC
839 N. Perryville Road, Suite 200
Rockford, IL 61109

- d. Headings. The headings used in this Agreement are for convenience only and shall not affect the interpretation of the Agreement.
- e. Parties Bound. This Agreement is binding on and shall inure to the benefit of the parties hereto.
- f. Severability. If any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respects, such invalidity, illegality, or unenforceability shall not invalidate any other provisions thereof and this Agreement shall be construed as if such portion had never been contained herein.

- g. Counterparts. This Agreement may be executed in several counterparts, including electronic and facsimile form, each of which so executed shall constitute one and the same instrument.
- h. No terms or provisions hereof shall be deemed waived, and no breach excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether express or implied, shall not constitute consent to, waiver of, or excuse for any other different or subsequent breach.
- i. The Parties each warrant to the others that they have the authority to enter into this Agreement and that the person or persons executing this Agreement on their behalf has been duly authorized to act as the representative or officer of each respective party in affixing their signatures to the Agreement. The Parties hereto agree to sign such documents, enact such ordinances or resolutions, or perform such further obligations as may be necessary to effectuate the purposes of this Agreement.
- j. Assignment. This Agreement may not be assigned by either party without prior written consent of the other.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed and do each hereby warrant and represent that their respective signatory whose signature appears below has been and is on the date of this Agreement duly authorized by all necessary and appropriate corporate action to execute this Agreement.

COUNTY OF WINNEBAGO, ILLINOIS

a body politic and corporate

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

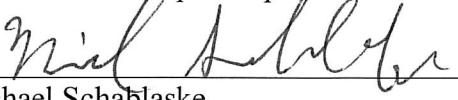
Date: _____

ATTEST:

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

Date: _____

THE GREATER ROCKFORD AIRPORT AUTHORITY,
an Illinois municipal corporation



Michael Schablaske
Chairman, Board of Commissioners

Date: 7/24/25

ATTEST:



Patrick Agnew
Secretary

Date: 7/24/25

EXHIBIT A

LIST OF SERVICES AND EQUIPMENT TO BE PROVIDED BY COUNTY

- A. Tracking and Documentation of current calls on current CAD System.
- B. Recording Equipment.
- C. Emergency Fire/Medical Dispatching.
- D. Standard monthly report forwarded to The Greater Rockford Airport Authority Fire Chief each month. Report will include calls, call numbers, units that responded, location of call, caller, type of call, call completion, and where ambulance took patient if transport occurred.
- E. Installation/maintenance of appropriate telephone lines/internet/cabling needed for primary and backup emergency dispatching.
- F. Cost of Avtec Radio Communication equipment, installation, and radio/computer and CAD programming by the provider selected by the County.
- G. Education in-services on policy and procedures and response criteria.
- H. Any additional radios, transmitters, receivers, power supplies needed, if additional equipment is installed at the County.

EXHIBIT B

RADIO FREQUENCY FOR DISPATCHERS PROVIDED BY THE GREATER ROCKFORD AIRPORT AUTHORITY

- | | |
|--------------------------------|--------------------------------------|
| 1. Repeater Transmit Frequency | 153.7475 PL D315 |
| 2. Repeater Receive Frequency | 154.8525 PL D315. |
| 3. Fire Ground Frequency | 154.205 (receive & transmit) PL D411 |

Still Alarm Tone

A tone 1473.1

B tone 1514.2

General Alarm Tones

A tone 1473.1

B tone 2334.6

Both parties understand and agree that the frequencies may change from the initial agreement term due to radio upgrades.



Resolution Executive Summary

Prepared By: Rick Ciganek
Committee: Public Safety and Judiciary Committee
Committee Date: August 18, 2025
Board Meeting Date: September 4, 2025
Resolution Title: Resolution Authorizing the Winnebago County Board Chairman to execute an Agreement with Target Solutions Learning, LLC, d/b/a Vector Solutions, to provide Frontline Public Safety Solutions Software for the Office of Professional Standards

Budget Information:

Was item budgeted?	Yes	Appropriation Amount: \$39,649.60
If not, explain funding source:		
ORG/OBJ/Project Code:	Descriptor:	

Background Information: The Frontline Public Safety Software, provided by Target Solutions Learning, LLC d/b/a Vector Solutions, offers comprehensive applications for documenting and tracking recruiting and background investigations, academy and field training, mandated training requirements, use-of-force incidents, internal affairs cases, complaints, vehicle pursuits, and fleet management. The system also features the most advanced Early Intervention System currently available on the market.

Recommendation: Approve the agreement.

Contract/Agreement: Attached

Legal Review: The State's Attorney's Office has reviewed and approved the contract.

Follow-Up: n/a

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

Sponsored by: Brad Lindmark
Submitted by: Public Safety & Judiciary Committee

2025 CR _____

**RESOLUTION AUTHORIZING THE WINNEBAGO COUNTY BOARD CHAIRMAN TO
EXECUTE AN AGREEMENT WITH TARGET SOLUTIONS LEARNING, LLC, d/b/a VECTOR
SOLUTIONS, TO PROVIDE FRONTLINE PUBLIC SAFETY SOLUTIONS SOFTWARE FOR THE
OFFICE OF PROFESSIONAL STANDARDS**

WHEREAS, the Winnebago County Sheriff's Office (County) recognizes the need for advanced documenting and tracking of recruiting and background investigations, academy and field training, mandated training requirements, use-of-force incidents, internal affairs cases, complaints, vehicle pursuits, and fleet management; and

WHEREAS, Frontline Public Safety Software, provided by Target Solutions Learning, LLC d/b/a Vector Solutions, offers the most advanced, comprehensive applications for documentation; and

WHEREAS, the County and Target Solutions Learning, LLC d/b/a Vector Solutions have determined it would be in their best interests to partner for services, pursuant to the terms of the Agreement attached hereto as Exhibit A; and

WHEREAS, the Public Safety & Judiciary Committee of the County Board for the County of Winnebago, Illinois, has reviewed the proposed terms of the Agreement with Target Solutions Learning, LLC d/b/a Vector Solutions, attached hereto as Exhibit A, and recommends contracting with Target Solutions Learning, LLC d/b/a Vector Solutions under the terms set forth in the Agreement.

NOW THEREFORE BE IT RESOLVED, by the County Board of the County of Winnebago, Illinois, that the Winnebago County Board Chairman is authorized to execute the Agreement with Target Solutions Learning, LLC d/b/a Vector Solutions, in substantially the same form as contained in Exhibit A.

BE IT FURTHER RESOLVED, that the Clerk of the County Board is hereby directed to prepare and deliver copies of this resolution to the Winnebago County Auditor, Winnebago County Finance Director, and Winnebago County Sheriff.

Respectfully submitted,
PUBLIC SAFETY AND JUDICIARY COMMITTEE

AGREE

DISAGREE

BRAD LINDMARK, CHAIR

BRAD LINDMARK, CHAIR

AARON BOOKER

AARON BOOKER

ANGIE GORAL

ANGIE GORAL

KEVIN MCCARTHY

KEVIN MCCARTHY

TIM NABORS

TIM NABORS

CHRIS SCROL

CHRIS SCROL

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:

LORI GUMMOW

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

JOSEPH V. CHIARELLI

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

Master Software as a Service Agreement

Editions

January 2025

This Vector Solutions Master Software as a Service Agreement (the “Agreement”) is between the Vector Solutions entity identified in the initial Order Form (as defined below) (“We”, “Us” or “Our”) and the Vector Solutions customer identified in the initial Order Form (“You” or “Your”) (each a “Party” and collectively the “Parties”). The Agreement is effective as of the date set forth in the initial Order Form (the “Effective Date”) and governs Your license, purchase and ongoing use of the Services (as defined below). Order Form shall mean any document (including any “Schedule A”) setting forth, among other things, the Services that You are licensing or purchasing from Us and the pricing therefor.

1. SERVICES.

1.1. Access and Use. We grant You a non-exclusive, non-transferable, non-sublicensable, revocable authorization to remotely access and use the software as a service offering and other services identified in any effective Order Form (the “Services”) and, unless prohibited by law, We will provide access to any persons You designate for use as described in these terms and conditions (such persons, Named Users (as defined below)). For clarification and unless otherwise provided in an Order Form, We authorize access and use on a “one user per one authorization basis” and once granted, You are not allowed to transfer authorizations to other users. Your ability to use the Services may be affected by minimum system requirements or other factors, such as Your Internet connection. We also grant you the limited right to use any reports and information provided by Us to You subject to the restrictions of Section 9 (Confidentiality) herein.

1.2. Availability. We will use commercially reasonable efforts to provide access to and use of the Services twenty-four (24) hours a day, seven (7) days a week, subject to scheduled downtime for routine maintenance, emergency maintenance, system outages, and other outages beyond our control.

1.3. Help Desk. We will assist You as needed on issues relating to usage, including via e-mail, or a toll-free Help Desk five (5) days per week, at scheduled hours, currently 8:00 am to 6:00 pm Eastern Time, Monday-Friday or <https://support.vectorsolutions.com/s/contactsupport>. Tier 1 Support Services and other ancillary services may be provided by personnel who do not reside in the U.S. or are not U.S. citizens.

1.4. Changes to the Services. We reserve the right, in our discretion, to replace, substitute, update or upgrade (collectively, “Change”) any of the Services that are necessary or useful to: (a) maintain or enhance (i) the quality or delivery of the Services; (ii) the competitive strength of or market for the Services; or (iii) the Services’ cost efficiency or performance; or (b) to comply with applicable law. For no additional charge, we may also provide you with Changes to the Services that We make generally available to our other customers. All Changes to the Services are subject to these terms and conditions.

1.5. Additional Services. From time to time, the Parties may decide in their discretion to add additional Services, subject to the Parties’ execution of one or more Order Forms. Each Order Form, including the initial Order Form, incorporates and shall incorporate this Agreement by reference.

2. YOUR RESPONSIBILITIES AND USE RESTRICTIONS.

2.1. Compliance. You shall be responsible for all Named Users' compliance with this Agreement and shall use commercially reasonable efforts to prevent unauthorized access to or use of the Services. You shall comply with all applicable laws, standards, and regulations and will not use the Services in a manner not specified or permitted by Us.

2.2. Identify Named Users. A "**Named User**" is defined as Your employees, consultants, contractors, students and agents You authorize to access and use the Services You are licensing during the term set forth in the applicable Order Form. You will be responsible for the following: (a) cause each of Your Named Users to complete a unique profile if not created by Vector Solutions on their behalf; and (b) timely maintain a user database by adding a unique profile for each new Named User. You will be responsible for identifying Named Users from time to time during the Term of this Agreement through available system capabilities. If you are a higher education institution, in no event will your Named Users exceed the number of students enrolled at Your institution as of the Effective Date.

2.3. Future Functionality. You agree that Your purchases are not contingent on Our delivery of any future functionality or features. You are not relying on any comments regarding future functionality or features.=

2.4. Audit of Service Usage. We will have the right, upon reasonable prior notice to You, at a mutually agreeable time, and no more than once in a twelve-month period to either audit or have an independent audit firm selected by Us audit You and/or Your platforms where our Software is installed or Services are used, and all backup files related to the Services to verify compliance with this Agreement. Such audit will be conducted at Our expense. In the event that an audit reveals that You have failed to pay the fees consistent with the number of Named Users/Use of the Services, You will remit to Us, the applicable fees for the overuse, based on the then-current per-unit rate on the applicable Order Form or invoice and reimburse Us for all reasonable fees and costs incurred in connection with such audit.

3. FEES AND PAYMENTS.

3.1. Fees and Payment. You will pay for the Services in accordance with the fee schedule in Schedule A attached to this Agreement. The rates are fixed for the initial Term in Schedule A. Price increases may be negotiated at subsequent renewals by written consent by all parties, not to exceed 3%. Illinois' Local Government Prompt Payment Act, 50 ILCS 505/1 et seq. shall govern payment terms. All fees collected by Us under this Agreement are fully earned when due and nonrefundable when paid, except if You terminate this Agreement for cause as described in Section 5.2.

3.2. Due Date. All fees due under this Agreement must be paid in United States Dollars, Canadian Dollars or as specified in the applicable Order Form. We will invoice You in advance and all undisputed invoices are due and payable pursuant to Illinois' Local Government Prompt Payment Act, 50 ILCS 505/1 et seq.

3.3. Suspension of Service. If You do not make an undisputed payment on time, We may suspend Your or Your Named Users' access to the Services without further notice until all overdue payments are paid in full. Our suspension of Your use of the Services or termination of the Agreement for Your violation of the terms of this Agreement will not change Your obligation to pay any and all payments due and owing for the Term. We may also suspend, terminate, or otherwise deny Your access or any Named User's access to or use of all or any part of the Services, without incurring any liability to You, if: (a) We receive

a judicial or other governmental demand or order, subpoena, or law enforcement request that expressly or by reasonable implication requires Us to do so; or (b) We believe, in good faith and reasonable discretion, that: (i) You or any Named User, have failed to comply with any term of this Agreement, or accessed or used the Services beyond the scope of the rights granted, or for a purpose not authorized under this Agreement; or (ii) Your use of the Services causes a direct or indirect threat to our network function or integrity, or to Our other customers' ability to access and use the Services; or (iii) You or any Named User, are or have been involved in any fraudulent, misleading, or unlawful activities relating to or in connection with any of the Services; or (iv) this Agreement expires or is terminated. This Section 3.3 does not limit any of Our other rights or remedies under this Agreement.

3.4. Taxes. All fees under this Agreement exclude all sales, use, value-added taxes, and other taxes and government charges, whether Federal, State, or foreign, and You will be responsible for payment of all such taxes (other than taxes based on our net income), fees, duties, and charges, and any related penalties and interest, arising from the payment of any and all fees under this Agreement including the access to or performance of the Services hereunder. If We have a legal obligation to pay or collect taxes for which You are responsible under the Agreement, then then We will invoice, and You will pay the appropriate amount unless You claim tax exempt status for amounts due under this Agreement and provides Us with a valid tax exemption certificate (authorized by the applicable governmental authority) promptly upon execution of this Agreement. If any taxes shall be required by law to be deducted or withheld from any fee payable hereunder by You to Us, You shall, after making the required deduction or withholding, increase such fee payable as may be necessary to ensure that We shall receive an amount equal to the fee We would have received had no such deduction or withholding been made.

4. INTELLECTUAL PROPERTY RIGHTS.

4.1. We alone (and our licensors, where applicable) shall own all rights, title, and interest in and to the Services, including our LMS, other software, technology (including development tools made available to You) and the course content, test results, survey data, website and any other services We provide, including all documentation associated with the foregoing. If You provide any suggestions, ideas, enhancement requests, feedback, recommendations, or other information (collectively "**Feedback**"), We may use such Feedback to improve the Services without charge, royalties, or other obligation to You, and Our use of Your Feedback does not give You any property rights to the Services. The Vector Solutions name and logo are trademarks of Vector Solutions, and no right or license is granted to You to use them. We reserve all rights not expressly granted by Us to You hereunder.

4.2. You shall own all rights, title, and interest in and to Your added software, Your content, Your email addresses and personal information of Your Named Users You entered into the database, or any of Your customers or users. We will not, at any time, redistribute, share, or sell any of Your email addresses, email server domain names, customer names, or other personally-identifiable information. Course content that You purchase from third-party course providers and access through our LMS will require the sharing of certain user information with Us in order for Us to properly track and report usage.

4.3. You recognize that We regard the software We have developed to deliver the Services and the Services as our proprietary information and as confidential trade secrets of great value. You agree not to provide or to otherwise make available in any form the software or Services, or any portion thereof, to any person other than Your Named Users without our prior written consent. You further agree to treat the Services with at least the same degree of care with which You treat Your own confidential

information and in no event with less care than is reasonably required to protect the confidentiality of the Services. Except as otherwise agreed in writing or to the extent necessary for You to use the Services in accordance with this Agreement, You are not allowed to: (a) copy the course content in whole or in part; (b) display, reproduce, create derivative works from, transmit, sell, distribute, rent, lease, sublicense, transfer or in any way exploit the course content in whole or in part; (c) embed the course content into other products; (d) use any of our trademarks, service marks, domain names, logos, or other identifiers or any of our third party suppliers; (e) reverse engineer, decompile, disassemble, or access the source code of any of our Services or software, (f) use the software or Services for any purpose that is unlawful; (g) alter or tamper with the Services and/or associated documentation in any way; (h) attempt to defeat any security measures that We may take to protect the confidentiality and proprietary nature of the Services; (i) remove, obscure, conceal, or alter any marking or notice of proprietary rights that may appear on or in the Services and/or associated documentation; or (j) except as permitted by this Agreement, knowingly allow any individual or entity to access Services without authorization under this Agreement for such access. These obligations apply to You regardless of the means through which the Services are delivered to You (i.e., electronically (software as a service), by download or by email of a PDF).

4.4. We acknowledge that You alone shall own all rights, title, and interest in and to Your name, trademarks, and logos, and this Agreement does not give Us any rights of ownership to the same. You hereby authorize Us to use Your name, trademarks, or logos in promotional materials, press releases, advertising, or in other publications or websites, whether oral or written. If You do not consent to Our use of Your name or logo, You may withdraw Your consent at any time by notifying Us at logousage@vectorsolutions.com.

4.5. Without limiting the confidentiality, data protection and intellectual property rights terms set forth in this Agreement, We have a perpetual right to use aggregated, anonymized, and statistical data ("Aggregated Data") derived from the operation of the Services provided to You, and nothing herein shall be construed as prohibiting Us from utilizing the Aggregated Data in the provision of its Services or for operating purposes.

5. TERM, TERMINATION, AND NOTICE.

5.1. Term. The term of this Agreement will start on the Effective Date, and will remain in full force and effect for ninety (90) days after the termination or expiration of all Order Forms. Upon expiration or early termination of any Order Form or this Agreement, as applicable, Your license to the Services shall automatically terminate, You shall immediately discontinue all use of the Services and documentation, and You acknowledge that We will terminate Your ability to access the Services. Notwithstanding the foregoing, access to the Services may remain active for thirty (30) days solely for purpose of our record keeping.

5.2. Termination. Either Party may terminate this Agreement, effective upon written notice to the other Party (the "**Defaulting Party**"), if the Defaulting Party materially breaches this Agreement, and (i) that breach is incapable of cure, or (ii) with respect to a material breach capable of cure, the Defaulting Party does not cure the breach within thirty (30) days after receipt of written notice of the breach. The non-breaching Party's notice shall describe the breach in sufficient detail for the Defaulting Party to identify the breach and, if curable, fashion a cure. If You terminate this Agreement due to Our material breach, then We will return an amount equal to the pro-rated fees already paid for the balance of the term as of

the date of termination as Your only remedy. If We terminate this Agreement due to Your material breach (including a failure to pay any amounts due under any Order Form), then, in addition to any other remedies We have relating to such breach, we have the right to accelerate and demand payment in full of all amounts owed for the remainder of the term of the Order Form(s).

5.3. Termination for Non-Appropriation. Public entities or institutions whose operating budgets are legislatively approved annually may terminate an automatic renewal or subsequent years of a multi-year term if funding for continuing the Services is not approved provided that You deliver written notice to Us of such non-appropriation within thirty (30) days following approval of the operating budget.

5.4. Notice. All required notices by either Party shall be given by email, personal delivery (including reputable courier service), fees prepaid, or by sending the notice by registered or certified mail return receipt requested, postage prepaid, and addressed as set forth in the applicable Order Form(s). Such notices shall be deemed to have been given and delivered upon receipt or attempted delivery (if receipt is refused), as the case may be, and the date of receipt identified by the applicable postal service on any return receipt card shall be conclusive evidence of receipt. Notices and other communications sent by e-mail shall be deemed received upon the sender's receipt of an acknowledgment from the recipient (such as by the "return receipt requested" function, as available, return e-mail or other written acknowledgment). Either Party, by written notice to the other as described above, may alter its address for written notices.

6. MUTUAL WARRANTIES AND DISCLAIMER.

6.1. Mutual Representations and Warranties. Each Party represents and warrants to the other Party that: (a) it is duly organized, validly existing, and in good standing as a corporation or other entity under the Laws of the jurisdiction of its incorporation or other organization; (b) it has the full right, power, and authority to enter into and perform its obligations and grant the rights, licenses, consents, and authorizations it grants or is required to grant under this Agreement; (c) the acceptance of this Agreement has been duly authorized by all necessary corporate or organizational action; and (d) when executed and delivered by both Parties, this Agreement will constitute the legal, valid, and binding obligation of each Party, enforceable against each Party in accordance with its terms.

6.2. Disclaimer. EXCEPT AS EXPRESSLY PROVIDED HEREIN, NEITHER PARTY MAKES ANY WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. WE DO NOT WARRANT THAT THE USE OF THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE. THE SERVICES AND ASSOCIATED DOCUMENTATION ARE PROVIDED "AS IS," AND WE PROVIDE NO OTHER EXPRESS, IMPLIED, STATUTORY, OR OTHER WARRANTIES REGARDING THE SERVICES OR ASSOCIATED DOCUMENTATION.

YOU ACKNOWLEDGE THAT THE SERVICES DO NOT PROVIDE AND ARE NOT INTENDED TO PROVIDE GENERAL MEDICAL, FINANCIAL OR LEGAL ADVICE AND ARE NOT A SUBSTITUTE FOR FINANCIAL OR LEGAL ADVISORS, HEALTH ASSESSMENTS AND INTERVENTIONS BY A QUALIFIED HEALTHCARE PROVIDER OR MENTAL HEALTH COUNSELOR AND ARE PROVIDED SOLELY FOR INFORMATIONAL AND EDUCATIONAL PURPOSES AND SHALL NOT REPRESENT OTHERWISE. WE MAKES NO GUARANTY, WARRANTY OR REPRESENTATION AS TO THE EFFECTIVENESS IN CHANGING OR IN MODIFYING OR AFFECTING THE BEHAVIOR OR CONDUCT OF ANY USERS OF THE SERVICES.

WE MAKE NO PROMISE THAT USE OF THE SERVICES WILL PREVENT SEXUAL ASSAULT, ALCOHOL OR

OTHER DRUG ABUSE, SEXUAL HARASSMENT, STALKING, DATING/DOMESTIC VIOLENCE, BULLYING, OR HAZING FROM OCCURRING, OR THAT THE SERVICES WILL NOT OFFEND SOME WHO USE IT. WE WILL NOT BE RESPONSIBLE FOR ANY COSTS, LEGAL FEES, OR DAMAGES RESULTING FROM ANY CLAIM MADE AGAINST YOU BY ANYONE WHO USES THE SERVICES.

IF YOU UPLOAD ANY PERSONALLY-IDENTIFIABLE INFORMATION TO THE PLATFORM OR THE SERVICES THAT IS NOT NECESSARY FOR US TO DELIVER THE SERVICES, THEN WE WILL NOT BE RESPONSIBLE OR LIABLE FOR ANY DAMAGES RESULTING FROM CLAIMS RELATING TO THE UPLOADING OR UNAUTHORIZED DISCLOSURE OF SUCH INFORMATION UNDER ANY CIRCUMSTANCES.

6.3. Disclaimer of Third-Party Content. If You upload or incorporate third-party content, which includes Your content, to our platform or Services, the third-party content providers, or You in the case of Your content, are responsible for ensuring such content is accurate and compliant with national and international laws. We are not and shall not be held responsible or liable for any third-party content You provide or Your use of that third-party content. THERE IS NO WARRANTY OF ANY KIND, EXPRESS, IMPLIED, OR STATUTORY, REGARDING THIRD PARTY CONTENT ACCESSIBLE THROUGH THE SERVICES.

6.4. Sensitive PII. Sensitive PII and PHI are defined as follows:

- (i) Social Security number;
- (ii) Driver's license number, state or country identification card number, passport number, military identification number, or any other unique identification number issued on a government document commonly used to verify the identity of a specific individual;
- (iii) Financial account number or credit/debit card number, in combination with any required security code, access code, or password that would permit access to an individual's financial account;
- (iv) Health information (as defined in 45 CFR § 160.103 of the HIPAA Privacy Rule);
- (v) A username or email address, in combination with a password or security question and answer that would permit access to an online account.

(Collectively, "Sensitive PII").

Sensitive PII is not necessary for the effective operation of Our Services, and Our systems are not intended for the storage or processing of Sensitive PII. If You upload Sensitive PII to Our systems or Services without Our prior written consent, We shall not be responsible or liable for any unauthorized disclosure of Your Sensitive PII.

6.5. None of our employees, marketing partners, resellers, or agents are authorized to make any warranty other than the Warranties stated in this Agreement. The provisions in any specification, brochure, or chart are descriptive only and are not warranties.

7. LIMITATION OF LIABILITY.

7.1. EXCEPT FOR CLAIMS RELATED TO VIOLATION OF INTELLECTUAL PROPERTY RIGHTS, GROSS NEGLIGENCE, FRAUD, OR WILLFUL MISCONDUCT, (A) IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY, ANY AFFILIATE, THIRD-PARTY, OR YOUR NAMED USERS, WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, FOR SPECIAL, INCIDENTAL, INDIRECT OR

CONSEQUENTIAL DAMAGES (INCLUDING LOST PROFITS), ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, AND (B) IF YOU HAVE ANY BASIS FOR RECOVERING DAMAGES (INCLUDING FOR BREACH OF THIS AGREEMENT), YOU AGREE THAT YOUR EXCLUSIVE REMEDY WILL BE TO RECOVER DIRECT DAMAGES FROM US, UP TO AN AMOUNT EQUAL TO THE TOTAL FEES ALREADY PAID TO US FOR THE PRECEDING TWELVE (12) MONTHS.

7.2. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WHATEVER THE LEGAL BASIS FOR THE CLAIM, UNDER NO CIRCUMSTANCES SHALL WE BE LIABLE TO YOU, ANY AFFILIATE, ANY THIRD PARTY OR YOUR NAMED USERS FOR ANY CLAIM, CAUSE OF ACTION, DEMAND, LIABILITY, DAMAGES, AWARDS, FINES, OR OTHERWISE, ARISING OUT OF OR RELATING TO PERSONAL INJURY, DEATH, OR OTHER HARM CAUSED FROM USE OF OR RELIANCE ON THE CONTENT OF THE COURSES OR SERVICES. YOU, YOUR AFFILIATES, EMPLOYEES, CONTRACTORS, AGENTS, USERS, AND REPRESENTATIVES RELY ON THE CONTENT OF THE COURSES AND SERVICES AT YOUR OWN RISK. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN TYPES OF DAMAGES SO, SOLELY TO THE EXTENT SUCH LAW APPLIES TO YOU, THE ABOVE LIMITATIONS AND EXCLUSIONS MAY NOT APPLY TO YOU.

8. OBLIGATIONS OF BOTH PARTIES.

8.1. Our Obligation to You. We shall indemnify and hold You harmless from any and all claims, damages, losses, and expenses, including but not limited to reasonable attorneys' fees, arising out of or resulting from any third-party claim that any document, course, or intellectual property We provide infringes or violates any intellectual property right of any person. Section 8.1 shall not apply to the extent the underlying allegation of a claim arises from: (i) modifications to Our platform or Services not authorized or made by Us, but solely to the extent the alleged infringement or violation is caused by such modification; (ii) combination of Our platform or Services with other products, applications, or processes not authorized or made by Us, but solely to the extent the alleged infringement or violation is caused by such combination; or (iii) any breach of this Agreement by You, Your affiliates or any Named Users.

8.2. Your Obligation to Us. To the extent not prohibited by applicable law, You shall indemnify and hold Us harmless from any and all claims, damages, losses, and expenses, except for attorneys' fees, arising out of or resulting from any third-party claim that any document, courses, intellectual property or personally-identifiable information You provide, incorporate into or upload to our platform or the Services infringes or violates any intellectual property right or privacy right of any person. In the event You are prohibited by law from indemnifying Us, You shall not upload any third party content to our platform.

9. CONFIDENTIALITY.

9.1. Each Party may from time to time disclose to the other Party "Confidential Information" which shall mean and include the Agreement, any Order Form(s), the Services (including without limitation all courses accessed through the Services), all documentation associated with the Services, software code (include source and object code), marketing plans, technical information, product development plans, research, trade secrets, know-how, ideas, designs, drawings, specifications, techniques, programs, systems, and processes.

9.2. Confidential Information does not include: (a) information generally available to or known to the public through no fault of the receiving Party; (b) information known to the recipient prior to the

Effective Date of the Agreement; (c) information independently developed by the recipient outside the scope of this Agreement and without the use of or reliance on the disclosing Party's Confidential Information; or (d) information lawfully disclosed by a third party. The obligations set forth in this Section shall survive termination of this Agreement.

9.3. Each Party agrees that it shall not disclose the Confidential Information of the other Party to any third party without the express written consent of the other Party, that it shall take reasonable measures to prevent any unauthorized disclosure by its employees, agents, contractors or consultants, that it shall not make use of any such Confidential Information other than for performance of this Agreement, and that it shall use at least the same degree of care to avoid disclosure of Confidential Information as it uses with respect to its own Confidential Information.

9.4. The confidentiality obligations imposed by this Agreement shall not apply to information required to be disclosed by compulsory judicial or administrative process or by law or regulation, provided that the receiving Party shall (if permitted) notify the disclosing Party of the required disclosure, shall use reasonable measures to protect the confidentiality of the Confidential Information disclosed.

The above confidentiality provisions shall apply only to the extent permissible under applicable Open Records Laws and Freedom of Information Acts.

10. MISCELLANEOUS.

10.1. Assignment. You may not assign or transfer any or all of its rights without Our prior written consent, except to an affiliate, or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of Your assets; provided however that (i) You shall not assign this Agreement to any of our competitors, (ii) You provide Us with prior written notice of the assignment, including the identity of the assignee, and (iii) the assignee agrees in writing to be bound by all of the terms and conditions set forth herein and in Your then currently-effective Order Form(s).

10.2. Governing Law. This Agreement shall be governed by, and enforced in accordance with, the laws of the State of Illinois, except where (i) You are a public entity or institution in which case the applicable state, or provincial law where You are located shall govern, in either case without regard to the state's or local laws conflicts of laws provisions, or (ii) YOU ARE LOCATED IN A U.S. DOMESTIC DEPENDENT NATION OR JURISDICTION OUTSIDE OF THE UNITED STATES IN WHICH CASE YOU UNCONDITIONALLY AND IRREVOCABLY WAIVE YOUR SOVEREIGN IMMUNITY FOR ANY CLAIMS RELATED TO VIOLATION OF INTELLECTUAL PROPERTY RIGHTS, AND YOU CONSENT TO ANY VIOLATION OF INTELLECTUAL PROPERTY CLAIMS BEING BROUGHT IN A U.S. FEDERAL OR STATE COURT OF COMPETENT JURISDICTION. Your waiver of sovereign immunity and consent to claims being brought in a U.S. federal or state court are essential elements of this Agreement. If You are purchasing goods under this Agreement, the Parties agree that the United Nations Convention on Contracts for the International Sale of Goods and the United Nations Convention on the Limitation Period in the International Sale of Goods shall not apply to this Agreement. The Uniform Computer Information Transactions Act (UCITA) shall not apply to this Agreement. .

10.3. Export Regulations. All content and Services and technical data delivered under this Agreement are subject to applicable US and Canadian laws and may be subject to export and import regulations in other countries. Both Parties agree to comply strictly with all such laws and regulations and You

acknowledge that You are responsible for obtaining such licenses to export, re-export, or import as may be required after delivery.

10.4. Force Majeure. In no event will either Party be liable or responsible to the other Party or be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, (except for any obligations to make payments) when and to the extent such failure or delay in performing is due to, or arising out of, any circumstances beyond such Party's control, including, without limitation, acts of God, strikes, lockouts, war, riots, lightning, fire, storm, flood, explosion, interruption or delay in power supply, computer virus, governmental laws, regulations, or shutdown, national or regional shortage of adequate power or telecommunications, or other restraints.

10.5. Amendment or Modification. We may amend or modify these Terms and Conditions at any time. If we modify or amend these Terms and Conditions, the changes will become effective upon any renewal of an Order Form.

10.6. No Waiver. No waiver of this Agreement shall be effective unless in writing and signed by the Parties.

10.7. Severability. If any provision of this Agreement is found to be contrary to law by a court of competent jurisdiction, such provision shall be of no force or effect, but the remainder of this Agreement shall continue in full force and effect.

10.8. Survival. All provisions of this Agreement (including without limitation those pertaining to confidential information, intellectual property ownership, and limitations of liability) that would reasonably be expected to survive expiration or early termination of this Agreement will do so.

10.9. No Third-Party Beneficiaries. The Parties do not intend to confer any right or remedy on any third party under this Agreement.

10.10. Purchase Orders. You may issue a purchase order if required by Your company or entity and failure to do so does not cancel any obligation You have to Us. If You do issue a purchase order – whether issued (i) before or after the Effective Date or (ii) in connection with the Initial Term or any renewal term of this Agreement – it will be for Your convenience only. You agree that the terms and conditions of this Agreement shall control in all events. No different or additional terms or conditions contained in or linked from any purchase order or other instrument issued by You and purporting to govern Your use of the Services will be binding on the Parties, even if signed and returned, unless the Parties expressly agree in a writing, separate from such purchase order, to be bound by such terms and conditions.

10.11. Invoice. We will issue to You an invoice upon execution of each Order Form. Any invoicing requirements specific to You must be notified to Us in writing prior to the execution of the Order Form. Any costs associated with Your invoicing requirements shall be borne by You.

10.12. Representations or Warranties: in the event We breach any representation or warranty that You have presented to Us and is not set forth in the Agreement, or is included in an attachment, exhibit, form, or schedule that You have provided, to the maximum extent permitted by applicable law, Your

sole remedy will be to terminate the Agreement for cause in accordance with Agreement within thirty (30) days following the date you discover or should have discovered the breach.

10.13. Data Processing Agreement. If applicable, the parties shall negotiate in good faith and enter into any further data processing or transfer agreement, including any standard contractual clauses for transfers of data outside of the country where the personal data originates, as may be required to comply with applicable laws, rules and regulations regarding the collection, storage, transfer, use, retention and other processing of personal data consistent with www.vectorsolutions.com/dpa (the “**Vector DPA**”). To the extent any term of any data processing or similar agreement You present to Us and we agree to conflict with any term of the Vector DPA, the applicable term(s) of the Vector DPA will supersede and prevail.

10.14. Data Breach Costs. In the event of a breach of data under Our care, custody and control caused solely and directly by Our negligence, We shall control and bear the costs of (a) complying with Our legal obligations relating to such breach, (b) providing notice to affected individuals, and (c) providing notice to government agencies, credit bureaus, and/or other entities to the extent required by applicable law.

10.15. Reserved.

10.16. Special Terms and Conditions; Service-Specific Terms and Conditions. See <https://www.vectorsolutions.com/additional-terms-and-conditions/> for special terms and conditions and the service-specific terms and conditions incorporated by reference into this Agreement.

10.17. Entire Agreement. This Agreement and each Order Form represent the entire understanding and agreement between the Parties, and supersedes all other negotiations, proposals, understandings, and representations (written or oral) made by and between You and Us. You acknowledge and agree that the terms of this Agreement are incorporated in, and are a part of, each purchase order, invoice, or Order Form related to our provision of Services. This Agreement prevails over any additional or conflicting terms or conditions in any purchase orders, invoices, online procurement terms, agreements or other non-negotiated forms relating to the Services or this Agreement hereto even if dated later than the Effective Date.

TargetSolutions Learning, LLC Order Form Schedule A

Date: Monday, August 11, 2025

Client Information

Client Name: Winnebago County Sheriff's Office and County of Winnebago, Illinois	
Address: Winnebago County Sheriff's Office 650 W. State St. Rockford, IL 61102	
Primary Contact Name: Kurt Whisenand	Primary Contact Phone: 8153196017

Agreement Term

Effective Date: 10/31/2025	Initial Term: 12 months
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Invoicing Contact Information (Please fill in missing information)

Billing Contact Name:		
Billing Address: 650 W. State St. Rockford, Illinois 61102		Billing Phone:
Billing Email:		
PO#:	Billing Frequency: Annual	Payment Terms: Pursuant to Illinois' Local Government Prompt Payment Act, 50 ILCS 505/1 et seq.

Annual Fee(s)

Product Code	Product	Description	Minimum Annual Commitment	Price	Sub Total
FL-DORTracker	DOR Tracker	Digital Daily Observation Report system that simplifies field training documentation, tracks trainee progress, and ensures consistency across public safety training programs.	30	\$1,080.00	\$1,080.00
FL-FTOTracker	FTO Tracker	Comprehensive tool that streamlines the Field Training Officer process by organizing evaluations, tracking trainee development, and standardizing training documentation.	333	\$4,960.00	\$4,960.00
FL-PerfTracker	Performance Tracker	Software for managing employee evaluations, tracking goals, and supporting continuous performance improvement within public safety agencies.	400	\$11,203.20	\$11,203.20
FL-ProStandards	Professional Standards Tracker	Centralized solution for documenting, managing, and reviewing internal affairs, complaints, and professional standards cases to ensure accountability and transparency.	400	\$11,203.20	\$11,203.20
FL-TrainingTracker	Training Tracker	Comprehensive software that helps agencies manage, track, and ensure compliance with training requirements for law enforcement, dispatch, and public safety personnel.	400	\$11,203.20	\$11,203.20

Annual Total: \$39,649.60

One-Time Fee(s)

Product Code	Product	Description	Qty	Price	Sub Total
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One-Time Total: \$0.00

Total (including Annual and One-Time): \$39,649.60

This is not an invoice.

Order Form Terms and Conditions.

1. Additional Named Users added after the Effective Date (e.g., Named Users above the Effective Date Named Users) will be invoiced at the retail per Named User fee at the end of each calendar quarter thereafter (the "Measurement Date"). Such Additional Named Users shall be invoiced at the contracted per Named User fee for subsequent periods after the Measurement Date.
2. Fees, during the Initial Term shall not be increased. Price increases may be negotiated at subsequent renewals by written agreement by all parties, not to exceed 3% per each term of renewal.
3. All undisputed invoices are due and payable pursuant to Illinois' Local Government Prompt Payment Act, 50 ILCS 505/1 et seq.
4. **AUTOMATIC RENEWAL. UNLESS OTHERWISE AGREED OR WHERE PROHIBITED BY APPLICABLE LAW OR REGULATION, UPON EXPIRATION OF THE ABOVE INITIAL TERM, THIS AGREEMENT WILL RENEW FOR A RENEWAL TERM EQUAL TO THE INITIAL TERM , UNLESS NOTICE IS GIVEN BY EITHER PARTY OF ITS INTENT TO TERMINATE THE AGREEMENT AT LEAST SIXTY (60) DAYS PRIOR TO THE SCHEDULED TERMINATION DATE.**

Additional Terms and Conditions

1. This Order Form is governed by the Master Software as a Service Agreement at <https://www.vectorsolutions.com/master-software-as-a-service-agreement/> (the "Governing Contract"). Capitalized terms not otherwise defined in this Order Form have the meanings assigned to them in the Governing Contract.
2. To the extent any term(s) of the Governing Contract and this Order Form conflict, the term(s) of this Order Form will supercede the conflicting term(s) of the Governing Contract.
3. This Order Form will become effective when signed by both Parties. Unless both Parties sign this Order Form, the pricing and terms offered in this Order Form expire on the Offer Expiration Date stated above.
4. This Order Form and the pricing terms herein are specific to You and shall be considered Our Confidential Information. To the extent shared with any permitted third parties pursuant to the confidentiality terms between the Parties, such third party shall be bound by terms that prohibit their use of the information for any purpose beyond providing services to You, including restricting their use of the information in any aggregated or anonymized format.
5. IF YOU ARE LOCATED OUTSIDE THE UNITED STATES, Your data, including Your and Your End Users' personally-identifiable data, will be exported to the United States to enable us to administer, operate and process the Services.

To proceed, please sign this Order Form

Signatures

Each undersigned hereby represents that he/she is an authorized representative of the respective Party, and is authorized to commit the respective Party to all terms and conditions in this Order Form, and each undersigned acknowledges that the Parties rely on such representation in their agreements set forth in this Order Form.

Target Solutions Learning, LLC d/b/a Vector Solutions

Winnebago County Sheriff's Office

4890 W. Kennedy Blvd, Suite 300
Tampa, FL 33609

650 W. State St.
Rockford, IL 61102

By: _____

By: _____

Printed Name: Ben Laird

Printed Name: Kurt Whisenand

Title: President, Frontline

Title: Security Director & Professional Standards
Coordinator

Date: _____

Date: _____

County of Winnebago, Illinois

By: _____

Joseph V. Chiarelli

Title: Chairman of the County Board
of the County of Winnebago, Illinois

Attest:

Lori Gummow, Clerk of the County
Illinois

Board of the County of Winnebago,

UNFINISHED BUSINESS

Appointments

NEW BUSINESS

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

2025 CR _____

SPONSORED BY: PAUL ARENA

**RESOLUTION AMENDING THE ORGANIZATIONAL STRUCTURE OF THE
COUNTY BOARD OF THE COUNTY OF WINNEBAGO, ILLINOIS**

WHEREAS, between election cycles a change to any Committee Chair or Committee Member may be made at any regular meeting of the County Board by the affirmative vote of a majority of the members present; and

WHEREAS, the Chair of Operations and Administrative Committee will be amended from Keith McDonald to Paul Arena.

NOW THEREFORE, BE IT RESOLVED, by the County Board of the County of Winnebago, Illinois that assignments to the County Board Committees shall be amended as indicated on **Schedule A** attached.

BE IT FURTHER RESOLVED, that each election cycle the Board shall review the Committee Chairs and Committee Members and changes to Committee Chairs or Committee Members may be made at any regular meeting of the County Board by the affirmative vote of a majority of the members present.

BE IT FURTHER RESOLVED, that Committee Members will serve a two (2) year term and the Committee Chairs will serve a two (2) year term.

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 a certified copies of this Resolution to the County Board Chairman, Administrator, Chief Financial Officer, Chief Operations Officer, and County Clerk.

Respectfully submitted,
CAUCUS CHAIRS

Valerie Hanserd
Democratic Caucus Chair

Paul Arena
Republican Caucus Chair

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

ATTEST:

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

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

SCHEDULE A

AMENDED 2025 COUNTY BOARD STANDING COMMITTEES

Economic Development

John F. Sweeney – Chair
Tim Nabors – Vice Chair
Freddy De La Trinidad
Angela Fellars
Brad Lindmark
John Penney
Ray Thompson

Public Safety & Judiciary

Brad Lindmark – Chair
Aaron Booker
Angie Goral
Kevin McCarthy
Tim Nabors
Chris Scrol
Michael Thompson

Finance

John Butitta – Chair
Paul Arena
Valerie Hanserd
Joe Hoffman
Keith McDonald
John F. Sweeney
Christina Valdez

Public Works

Dave Tassoni – Chair
Jim Webster – Vice Chair
Kevin McCarthy
Chris Scrol
Ray Thompson

Operations & Administrative

Paul Arena – Chair
Valerie Hanserd – Vice Chair
John Butitta
Joe Hoffman
Keith McDonald
Michael Thompson
Christina Valdez

Zoning

Jim Webster – Chair
Angie Goral – Vice Chair
Paul Arena
Aaron Booker
Freddy De La Trinidad
Dave Tassoni
Ray Thompson

ANNOUNCEMENTS & COMMUNICATIONS



WINNEBAGO COUNTY

— ILLINOIS —

Announcements & Communications

Date: September 5, 2025

Item: Correspondence to the Board

Prepared by: County Clerk Lori Gummow

Governing Statute(s): State of Illinois Counties Code [55 ILCS 5/Div. 3-2, Clerk](#)

County Code: [Ch 2. Art. II. Div. 4, Sec. 2.86 – Record Keeping & Communications](#)

Background: The items listed below were received as correspondence.

1. County Clerk Gummow received from the United States Nuclear Regulatory Commission the following:
 - a. Federal Register/Vol. 90, No. 149/Wednesday, August 6, 2025/Notices
 - b. Byron Station-Integrated Inspection Report 05000454/2025002 and 05000455/2025002
 - c. Updated Inspection Plan for Byron Station, Units 1 and 2 (Report 05000454/2025005 and 05000455/2025005)
2. County Clerk Gummow received from the Illinois Department of Corrections a copy of the recent compliance monitoring report for the Winnebago County Jail.

Adjournment