



WINNEBAGO COUNTY

— ILLINOIS —

AGENDA

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

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

1. **Call to Order** Chairman Joseph Chiarelli
2. **Invocation and Pledge of Allegiance**.....Board Member Chris Scrol
3. **Agenda Announcements**..... Chairman Joseph Chiarelli
4. **Roll Call** Clerk Lori Gummow
5. **Awards, Presentations, Public Hearings and Public Participation**
 - A. Awards – None
 - B. Presentations – None
 - C. Public Hearings – None
 - D. Public Participation – Beth Howard, Coronado Theater, Pro
6. **Approval of Minutes**..... Chairman Joseph Chiarelli
 - A. Approval of October 9, 2025 minutes
 - B. Layover of October 23, 2025 minutes
7. **Consent Agenda**..... Chairman Joseph Chiarelli
 - A. Raffle Report
 - B. Auditor’s Report
8. **Appointments (Per County Board rules, Board Chairman appointments shall lay over until the second board meeting after they are first introduced)**
9. **Reports of Standing Committees**.....Chairman Joseph Chiarelli
 - A. Finance Committee.....John Butitta, Committee Chairman
 1. Committee Report
 - B. Zoning Committee Jim Webster, Committee Chairman
Planning and/or Zoning Requests:

- 1. Committee Report
- C. Economic Development Committee **John Sweeney, Committee Chairman**
 - 1. Committee Report
- D. Operations and Administrative Committee **Paul Arena, Committee Chairman**
 - 1. Committee Report
 - 2. Resolution Awarding Bids for Paper Goods, Liners and Chemical Products Countywide
 - 3. Resolution Awarding Purchase of Two Replacement Vehicles for the Winnebago County Sheriff's Department using CIP 2026 Funds
Cost: \$101,903
 - 4. Resolution Awarding Replacement of Current E-Citation Software
 - 5. Resolution Authorizing the Winnebago County Board Chairman to Execute an Intergovernmental Agreement for a Communication Tower by and between the County of Winnebago and the City of Rockford
 - 6. Resolution Authorizing a Space Needs Analysis for Winnebago County Governmental Operations
 - 7. Resolution Authorizing the County Board Chairman to Execute a Release of Lien for the Property Located at 5343 Cunningham Road, Rockford, Illinois
- E. Public Works Committee **Dave Tassoni, Committee Chairman**
 - 1. Committee Report
- F. Public Safety and Judiciary Committee **Brad Lindmark, Committee Chairman**
 - 1. Committee Report
- 10. Unfinished BusinessChairman Joseph Chiarelli**
 - Zoning Committee**
 - 1. Ordinance Granting Site Approval for a 10 MW Commercial Solar Energy Facility (aka a Solar Farm) on a 140.43 +- Acre Site Commonly Known as 8016 Spring Creek Road (PINS: 12-11-226-001 & 12-12-101-003), Rockford, Il 61114 In Rockford Township, District 8, ZBA: Denial (2-5), ZC: Approval (3-2).
 - 2. Committee Report - ZBA meeting 12/10/25, ZC meeting 11/24/25
- 11. New Business.....Chairman Joseph Chiarelli
(Per County Board rules, passage will require a suspension of Board rules).**
- 12. Announcements & Communications Clerk Lori Gummow**
 - A. Correspondence (see packet)
- 13. AdjournmentChairman Joseph Chiarelli**

Next Meeting: Tuesday, November 25, 2025

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

Approval of Minutes

**REGULAR ADJOURNED MEETING
WINNEBAGO COUNTY BOARD
OCTOBER 9, 2025**

1. Chairman Chiarelli Called to Order the Regular Adjourned Meeting of the Winnebago County Board for Thursday, October 9, 2025 at 6:00 p.m.
2. Board Member Penney gave the invocation and led the Pledge of Allegiance.
3. Agenda Announcements:

Under Awards: Add Jaime Salgado-Chairman's Award

Under Public Participation: Remove Rachael Sills

4. Roll Call: 17 Present. 3 Absent. (Board Members Arena, Booker, De La Trinidad, Fellars, Goral, Hanserd, Hoffman, Lindmark, McCarthy, Penney, Scrol, Sweeney, Tassoni, Dr. Thompson, R. Thompson, Valdez and Webster. (Board Members Butitta, McDonald, and Nabors were absent.)

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

Board Member McDonald joined remotely at 6:03 p.m.

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

5. Awards - Chairman's Service Excellence Award- Jaime Salgado. Discussion by Board Members Booker and Webster.

Presentations- None

Public Hearings - None

Public Participation - None

APPROVAL OF MINUTES

6. Chairman Chiarelli entertained a motion to approve the Minutes. Board Member Booker made a motion to approve County Board Minutes of September 4, 2025 and layover County Board Minutes of September 25, 2025, seconded by Board Member Hoffman. Motion was approved by a unanimous vote of all members present. (Board Members Butitta and Nabors were absent.)

CONSENT AGENDA

7. Chairman Chiarelli entertained a motion to approve the Consent Agenda for October 9, 2025. Board Member Dr. Michael Thompson made a motion to approve the Consent Agenda which includes the Raffle Report and Auditor's Report, seconded by Board Member Valdez. Motion was approved by a unanimous vote of all members present. (Board Members Butitta and Nabors 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. Please See Unfinished Business.

ECONOMIC DEVELOPMENT COMMITTEE

11. No Report.

OPERATIONS & ADMINISTRATIVE COMMITTEE

12. Board Member Arena made a motion to approve a Resolution Authorizing the Execution of an Agreement with Navitus to Provide Pharmacy Benefit Management Services, seconded by Board Member Hanserd. Motion was approved by a unanimous vote of all members present. (Board Members Butitta and Nabors were absent.)
13. Board Member Arena made a motion to approve a Lease Agreement for the Off-Site Elections Location, seconded by Board Member Webster. Discussion by Board Member Arena. Motion was approved by a unanimous vote of all members present. (Board Members Butitta and Nabors were absent.)
14. Board Member Arena made a motion to approve a Resolution Awarding Architecture and Engineering for Juvenile Detention Center Expansion Project, seconded by Board Member

Lindmark. Discussion by Board Member Arena. Motion was approved by a unanimous vote of all members present. (Board Members Butitta and Nabors were absent.)

15. Board Member Arena made a motion to approve a Resolution Awarding Replacement of Juvenile Detention Center Generator using Grant and CIP Funds, seconded by Board Member Hoffman. Discussion by Chairman Chiarelli and Board Members Arena and Ray Thompson. Motion was approved by a unanimous vote of all members present. (Board Members Butitta and Nabors were absent.)

PUBLIC WORKS COMMITTEE

16. Board Member Tassoni announced a Public Works Committee will meet Tuesday, October 14, 2025.

PUBLIC SAFETY AND JUDICIARY COMMITTEE

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

UNFINISHED BUSINESS

18. **Appointment read in on September 4, 2025**

Chairman Chiarelli entertained a motion to approve the Appointment of Isidro Barrios. Board Member Penney made a motion to approve the Appointment, seconded by Board Member Hoffman. Motion was approved by a unanimous vote of all members present. (Board Members Butitta and Nabors were absent.)

A. Winnebago County Rail Authority, Annual Compensation: None

1. Isidro Barrios (New Appointment), Rockford, Illinois, to serve a 3-year term expiring September 2028

Zoning Committee

- A. Board Member Webster made a motion to approve V-03-25 A variation of Section 23.83 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, PINS: 12-17-128-012 & 013, in Rockford Township, District 16, Lesa: NA, 2030 LRMP Future Map: NA, ZBA: Denial (3-4), ZC: Approval w/ZC conditions (5-1), (with conditions) Laid over from September 4 and 25, 2025 meetings. *Requires a favorable vote by $\frac{3}{4}$ of all members of the county board to pass, seconded by Board Member Dr. Michael Thompson. Board Member Fellars made a motion to lay over, seconded by Board Member Scrol. Motion to lay over was approved by a unanimous vote of all members present. (Board Members Butitta and Nabors were absent.)

Board Member Webster announced at the next Zoning Committee meeting there will be another solar farm coming before us, reading of Zoning Board of Appeals minutes, and a Q. and A. session regarding zoning matters.

NEW BUSINESS

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

ANNOUNCEMENTS & COMMUNICATION

20. County Clerk Gummow submitted the Items Listed Below as Correspondence which were "Placed on File" by Chairman Chiarelli:
- A. County Clerk Gummow received from the United States Nuclear Regulatory Commission a letter regarding Byron Station-Material Control and Accounting Program Inspection Report 05000454/2025402 and 05000455/2025402
 - B. County Clerk Gummow received from Theresa Grennan, Winnebago County Treasurer the following:
 - a. Investment Report - September 1, 2025
 - b. Winnebago County Treasurer Bank Balances – August, 2025
 - C. County Clerk Gummow received from the Illinois Department of Transportation a notice of Maintain. Illinois Project: DYW8-744//, Section: 19-00671-00-B

Board Member Tassoni spoke of extreme weather and no burning restrictions.

Board Member Hanserd congratulated Board Member Fellars on her marriage.

Board Member R. Thompson spoke of the abundance of pets at Animal Services.

County Administrator Thompson reported he will respond to an email relating to a complaint regarding an Animal Services issue.

Chairman Chiarelli announced a celebration of life this Saturday for Board Member Goral's daughter.

Chairman Chiarelli thanked Dr. Amanda Penney from the Health Board for her service.

ADJOURNMENT

21. Chairman Chiarelli entertained a motion to adjourn. County Board Member Webster moved to adjourn the meeting, seconded by Board Member Dr. Thompson. Motion was approved by a voice vote. (Board Members Butitta and Nabors were absent.) The meeting was adjourned at 6:21 p.m.

Respectfully submitted,

Lori Gummow

Lori Gummow

County Clerk

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**REGULAR ADJOURNED MEETING
WINNEBAGO COUNTY BOARD
OCTOBER 23, 2025**

1. Chairman Chiarelli Called to Order the Regular Adjourned Meeting of the Winnebago County Board for Thursday, October 23, 2025 at 6:00 p.m.
2. Board Member Nabors gave the invocation and led the Pledge of Allegiance.

Dr. Michael Thompson asked for a moment of silence for former senator Darren Bailey's son and his family who perished in a helicopter crash.
3. Agenda Announcements: None
4. Roll Call: 19 Present. 1 Absent. (Board Members Arena, Booker, Butitta, De La Trinidad, Fellars, Goral, Hanserd, Hoffman, Lindmark, McCarthy, Nabors, Penney, Scrol, Sweeney, Tassoni, Dr. Thompson, R. Thompson, Valdez and Webster. (Board Member McDonald was absent.)

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

5. Awards - None

Presentations- RAVE FY25 Presentation by Chairman Craig Thomas and General Manager, Gretchen Gilmore. Discussion by Board Members Sweeney and Penney.

Public Hearings - None

Public Participation - L.C. Wilson, Veteran's Stand Down., Pro

APPROVAL OF MINUTES

6. Chairman Chiarelli entertained a motion to approve the Minutes. Board Member Booker made a motion to approve County Board Minutes of September 25, 2025 and layover County Board Minutes of October 9, 2025, seconded by Board Member Dr. Michael Thompson. Motion was approved by a unanimous vote of all members present. (Board Member McDonald was absent.)

CONSENT AGENDA

7. Chairman Chiarelli entertained a motion to approve the Consent Agenda for October 23, 2025. Board Member McCarthy a motion to approve the Consent Agenda which includes the Raffle

Report and Auditor's Report, seconded by Board Member Hanserd. Motion was approved by a unanimous vote of all members present. (Board Member McDonald was absent.)

APPOINTMENTS

8. **Appointments (Per County Board rules, Board Chairman Appointments shall lay over until the second board meeting after they are first introduced)**
 - A. **Winnebago County Rail Authority, Annual Compensation: None**
 1. David Anspaugh (New Appointment), Rockford, Illinois, to serve a 3-year term expiring November 2028
 - B. **North Park Fire Protection District, Annual Compensation: \$1,500**
 1. Hannelore Reiger (New Appointment), Machesney Park, Illinois, to serve a 3-year term expiring November 2028

REPORTS FROM STANDING COMMITTEES

FINANCE COMMITTEE

9. Board Member Butitta made a motion to suspend the rules on Agenda Items 2. Thru 14 (as listed below), seconded by Board Member Sweeney. Motion to suspend was approved by a unanimous vote of all members present. (Board Member McDonald was absent.) Board Member Butitta made a motion to approve Agenda Items 2. Thru 14. (as listed below), seconded by Board Member Sweeney. Motion was approved by a unanimous vote of all members present. (Board Member McDonald was absent.)
 2. Ordinance to Authorize a Levy of Property Taxes in Fiscal Year 2026 for the General Fund to be Laid Over
 3. Ordinance to Authorize a Levy of Property Taxes in Fiscal Year 2026 for the IMRF Fund to be Laid Over
 4. Ordinance to Authorize a Levy of Property Taxes in Fiscal Year 2026 for the County Highway Fund to be Laid Over
 5. Ordinance to Authorize a Levy of Property Taxes in Fiscal Year 2026 for the County Bridge Fund to be Laid Over
 6. Ordinance to Authorize a Levy of Property Taxes in Fiscal Year 2026 for the Federal Aid Matching Fund to be Laid Over
 7. Ordinance to Authorize a Levy of Property Taxes in Fiscal Year 2026 for the Health Department Fund to be Laid Over

8. Ordinance to Authorize a Levy of Property Taxes in Fiscal Year 2026 for the Tort Judgement and Liability Fund to be Laid Over
 9. Ordinance to Authorize a Levy of Property Taxes in Fiscal Year 2026 for the Social Security Fund to be Laid Over
 10. Ordinance to Authorize a Levy of Property Taxes in Fiscal Year 2026 for the Veterans Assistance Fund to be Laid Over
 11. Ordinance to Authorize a Levy of Property Taxes in Fiscal year 2026 for the Detention Home Fund to be Laid Over
 12. Ordinance to Authorize a Levy of Property Taxes in Fiscal Year 2026 for the Historical Museum Fund to be Laid Over
 13. Ordinance to Authorize a Levy of Property Taxes in Fiscal Year 2026 for the Nursing Home Operations Fund to be Laid Over
 14. Ordinance to Authorize a Levy of Property Taxes in Fiscal Year 2026 for the Children's Advocacy Fund to be Laid Over
10. Board Member Butitta made a motion to approve a Resolution Authorizing Settlement of pending Litigation (Demarious Tyler v. Winnebago County, Et al.), seconded by Board member Booker. Discussion by Board Member Butitta. Motion was approved by a unanimous vote of all members present. (Board Member McDonald was absent.)

ZONING COMMITTEE

11. Board Member Webster read in for the first reading of an Ordinance Granting Site Approval for a 10 MW Commercial Solar Energy Facility (aka a Solar Farm) on a 140.43 +/- Acre Sit Commonly Known as 8016 Spring Creek Road (PINS: 12-11-226-001 & 12-12-101-003), Rockford, IL 61114 in Rockford Township, District 8, ZBA: Denial (2-5), ZC: TBD, to be laid over.

ECONOMIC DEVELOPMENT COMMITTEE

12. No Report.

OPERATIONS & ADMINISTRATIVE COMMITTEE

13. Board Member Arena made a motion to approve a Resolution Awarding Renewal with AMWINS Group Benefits for the Medicare Supplement and Prescription Drug Plan, seconded by Board Member Hoffman. Motion was approved by a unanimous vote of all members present. (Board Member McDonald was absent.)
14. Board Member Arena made a motion to approve a Resolution Awarding Renewal with Blue Cross Blue Shield for Administrative Services of The Group Insurance Plans, seconded by Board

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

15. Board Member Arena made a motion to approve a Resolution Awarding Renewal with Northern Illinois Health Plan (NIHP) for Third-Party Administrative Services, seconded by Board Member Valdez. Motion was approved by a unanimous vote of all members present. (Board Member McDonald was absent.)
16. Board Member Arena made a motion to approve a Resolution Awarding Cybersecurity Backup Annual Licensing Renewal Using IT Infrastructure Funds, seconded by Board Member De La Trinidad. Motion was approved by a unanimous vote of all members present. (Board Member McDonald was absent.)
17. Board Member Arena made a motion to approve a Resolution Awarding VMWare Annual Licensing Using IT Infrastructure Funds, seconded by Board Member Hanserd. Motion was approved by a unanimous vote of all members present. (Board Member McDonald was absent.)
18. Board Member Arena made a motion to approve a Resolution Awarding Microsoft Server 3-Year Licensing Contracts Using IT Infrastructure Funds, seconded by Board Member Hanserd. Motion was approved by a unanimous vote of all members present. (Board Member McDonald was absent.)
19. Board Member Arena made a motion to approve a Resolution Awarding Purchase of Regroup Licenses for 3 Years Using IT Infrastructure Funds, seconded by Board Member Booker. Motion was approved by a unanimous vote of all members present. (Board Member McDonald was absent.)

PUBLIC WORKS COMMITTEE

20. Board Member Tassoni made a motion to approve (25-051) a Resolution Authorizing the Award of Bid for Replacing a Box Culvert on Rockton Avenue at Gleasman Road (Section 25-00737-00-BR), seconded by Board Member Penney. Discussion by Board Member Tassoni. Motion was approved by a unanimous vote of all members present. (Board Member McDonald was absent.)
21. Board Member Tassoni made a motion to approve (25-052) a Resolution Authorizing the Appropriation of MFT funds for the Riverside Boulevard Project (Section 21-00624-00-RS), seconded by Board Member Dr. Michael Thompson. Discussion by County Engineer Molina and Board Members Tassoni, Booker, and Arena. Motion was approved by a unanimous vote of all members present. (Board Member McDonald was absent.)
22. Board Member Tassoni made a motion to approve (25-053) a Resolution Authorizing the Appropriation of MFT funds for the Bell School Road Project (Section 20-00676-00-WR), seconded by Board Member McCarthy. Discussion by Board Member Tassoni. Motion was approved by a unanimous vote of all members present. (Board Member McDonald was absent.)
23. Board Member Tassoni made a motion to approve (25-054) a Resolution Requesting Consent of the Illinois Department of Transportation to the Reappointment of the Incumbent as County Engineer and Reappointment of the County Engineer, seconded by Board Member R.

Thompson. Discussion by Board Members Tassoni, Arena, Hanserd, and Lindmark. Motion was approved by a unanimous vote of all members present. (Board Member McDonald was absent.)

PUBLIC SAFETY AND JUDICIARY COMMITTEE

24. Board Member Lindmark made a motion to approve a Resolution Authorizing the County Board Chairman to Amend Contract for Telecommunications Services for Inmates of the Winnebago County Jail, seconded by Board Member McCarthy. Motion was approved by a unanimous vote of all members present. (Board Member McDonald was absent.)
25. Board Member Lindmark made a motion to approve a Resolution Authorizing Independent Contractor Agreement for Services with Tommy Meeks as a Winnebago County Community Liaison, seconded by Board Member Hanserd. Discussion by Board Member Meeks. Motion was approved by a unanimous vote of all members present. (Board Member McDonald was absent.)
26. Board Member Lindmark made a motion to approve a Resolution Authorizing Agreement Between the County of Winnebago, Illinois, the 17th Judicial Circuit Court and Remedies Renewing Lives, Inc., seconded by Board Member Dr. Michael Thompson. Discussion by Board Member Lindmark. Motion was approved by a unanimous vote of all members present.
27. Board Member Lindmark made a motion to approve a Resolution Authorizing Agreement Between the County of Winnebago, Illinois, and Rosecrance, Inc. for Court-Ordered Assessments Program, seconded by Board Member Booker. Motion was approved by a unanimous vote of all members present. (Board Member McDonald was absent.)

UNFINISHED BUSINESS

28. Board Member Webster made a motion to approve 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 property that is commonly known as 3802 Brookview Road, Rockford, IL 61107, pins: 12-17-128-012 & 013, in Rockford Township, District 16, Lesa: NA, 2030 LRMP Future Map: NA, ZBA: Denial (3-4), ZC: Approval w/ZC conditions (5-1) (with conditions), Laid over from September 4 and 25, 2025 meetings. *Requires a favorable vote by $\frac{3}{4}$ of all members of the county board to pass. **Laid over from October 9, 2025 meeting**, seconded by Board Member Goral. Discussion by Board Member Valdez, Sweeney, and Webster. Motion was approved by a roll call vote of 15 yes and 4 no votes. (Board Members Booker, Butitta, Lindmark, and Webster voted no.) (Board Member McDonald was absent.)

NEW BUSINESS

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

Board Member Penney thanked Supervisor of Assessments Hodges and his office for helping a disabled veteran.

Board Member Fellars spoke of concerns the general public has regarding the contract the County currently has with the federal government housing federal inmates at the Justice Center.

ANNOUNCEMENTS & COMMUNICATION

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

A. County Clerk Gummow submitted an Objection Resolution from Rockford with regard to the solar project at 8616 Spring Creek Road.

County Clerk Gummow announced Monday, October 27th at 8:00 am, is the first opportunity to file petitions.

Board Member Booker gave an update on Springfield Avenue Discussion by Board Member Tassoni.

Chairman Chiarelli thanked Board Member Hanserd for presenting on his behalf a proclamation in recognition of October as domestic violence awareness month.

Chairman Chiarelli thanked Board Member Valdez for presenting on his behalf a proclamation in recognition of Hispanic Heritage month.

Chairman Chiarelli announced River Bluff's annual trick-or-treating event on Halloween at 3:00 pm and Veterans Day is November 11, 2025. Chairman Chiarelli will be a celebrity host at Hard Rock Casino Tuesday, October 28, 2025 for Pinktober charity night to raise funds for breast cancer. Chairman Chiarelli wished Dr. Michael Thompson a happy birthday.

ADJOURNMENT

31. Chairman Chiarelli entertained a motion to adjourn. County Board Member Webster moved to adjourn the meeting, seconded by Board Member Dr. Michael Thompson. Motion was approved by a voice vote. (Board Member McDonald was absent.) The meeting was adjourned at 6:48 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
(7) different organization for (7) 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
31383	1	CENTER FOR SIGHT & HEARING	11/13/2025-11/13/2025	\$500.00
31384	1	STATELINE BOYS & GIRLS CLUB	11/19/25-11/19/25	\$1,000.00
31386	1	ROCK RIVER VALLEY CHAPTER OF AMBUCS	11/14/2025-1/31/2026	\$2,250.00
31387	1	UPSILON CHI ZETA CHAPTER	11/15/2025-11/15/2025	\$1,000.00
31389	1	WINNEBAGO PRESCHOOL	11/17/2025-12/13/2025	\$4,999.00

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
31385	1	PECATONICA SPORTS ASSOCIATION	11/14/2025-1/13/2027	\$1,000.00
31388	1	WHITE EAGLE CLUB ROCKFORD	12/1/2025-11/30/2026	\$2,500.00

This concludes my report,

Deputy Clerk Ana Gabriela Rosas

LORI GUMMOW
Winnebago County Clerk

Date November 13th 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	\$	1,107,492
101	PUBLIC SAFETY TAX	\$	476,631
103	DOCUMENT STORAGE FUND	\$	5,332
105	VITAL RECORDS FEE FUND	\$	769
106	RECORDERS DOCUMENT FEE FUND	\$	13,948
107	COURT AUTOMATION FUND	\$	587
109	VICTIM IMPACT PANEL FEE	\$	800
114	911 OPERATIONS FUND	\$	211,403
115	PROBATION SERVICE FUND	\$	2,792
116	HOST FEE FUND	\$	586,040
119	CORONER FEE FUND	\$	11,780
129	COUNTY AUTOMATION FUND	\$	6,135
131	DETENTION HOME	\$	41,130
141	WINGIS GEOR INFO SYSTEM (CO SHARE)	\$	30,864
155	MEMORIAL HALL	\$	3,157
158	CHILD ADVOCACY PROJECT	\$	40
161	COUNTY HIGHWAY	\$	108,211
162	COUNTY BRIDGE FUND	\$	2,894
164	MOTOR FUEL TAX FUND	\$	80,142
165	TOWNSHIP HIGHWAY FUND	\$	60,196
181	VETERANS ASSISTANCE FUND	\$	20,118
185	HEALTH INSURANCE	\$	2,374,492
194	TORT JUDGMENT & LIABILITY	\$	253,343
196	MENTAL HEALTH TAX FUND	\$	1,078,054
253	2018 PENSION OBLIGATION BONDS	\$	825
301	HEALTH GRANTS	\$	112,614
302	SHERIFF'S DEPT GRANTS	\$	136,661
304	PROBATION GRANTS	\$	57,876
309	CIRCUIT COURT GRANT FUND	\$	224,704
313	AMERICA RESCUE PLAN	\$	3,318,472
314	CJCC GRANTS FUND	\$	69,021
316	RURAL TRANSIT DISTRICT FUND	\$	27,272
401	RIVER BLUFF NURSING HOME	\$	273,032
410	ANIMAL SERVICES	\$	47,879
420	555 N COURT OPERATIONS FUND	\$	31,680
430	WATER FUND	\$	28,504
501	INTERNAL SERVICES	\$	16,895
743	CAPITAL PROJECTS FUND	\$	259,604
	TOTAL THIS REPORT	\$	<u>11,081,389</u>

The adoption of this report is hereby recommended:



William Crowley, County Auditor

ADOPTED: This 13th day of November 2025 at the City of Rockford, Winnebago County, Illinois.

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

ATTEST:

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

Appointments

Reports of Standing Committees

**OPERATIONS &
ADMINISTRATIVE
COMMITTEE**



Resolution Executive Summary

Prepared By: Purchasing Department on behalf of Facilities
Committee Name: Operations and Administrative Committee
Committee Date: November 6, 2025
Board Date: November 13, 2025
Resolution Title: Resolution Awarding Bids for Paper Goods, Liners & Chemical Products Countywide

Budget Information

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

Background Information: The Purchasing Department issued an Invitation for Bid (IFB) 25B-2439 for Paper Goods, Liners and Chemical that are ordered countywide. All County departments use paper goods (toilet paper, tissues & towels) liners (various trash bin sizes & types) and chemicals (ice melt, bleach, detergent, soap refills, cleaning products, etc.). In many cases, it is the County's janitorial contractor's staff that distributes the paper products and uses the cleaning chemicals to service our buildings.

The formal Bid Opening was September 25, 2025 where we received eight (8) sealed bid responses. Two of the eight responses were determined to be non-responsive, leaving six (6) responsive bidders to consider. The Purchasing Department and Facilities Engineer reviewed the six responsive bids for rates and product types to determine which vendor(s) offered products that met the bid specifications and offered low pricing. After a thorough review, it was determined that it is in the best interest of the County to award Bid #25B-2439 to three vendors. The three chosen vendors offered the largest number of products at low rates.

Recommendation: Facilities Engineer, Shawn Franks, recommends contracts be awarded to Warehouse Direct, Office Pro and Nassco Inc. for Paper Goods, Liners and Chemical Products.

Contract/Agreement: The initial contracts will be for two (2) years with two (2), one-year renewal options. Contract pricing for the first two years as stated in Bid Tab.

Follow-Up: Staff will work to notify departments countywide of appropriate buying resources to ensure the best rates.

County Board Meeting: November 13, 2025

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

Sponsored by: Paul Arena

Submitted by: Operations and Administrative Committee

2025 CR

RESOLUTION AWARDING PAPER GOODS, LINERS AND CHEMICAL PRODUCTS COUNTYWIDE

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, competitive bids were received for solicitation #25B-2439 on September 25, 2025 for the following;

PAPER GOODS, LINERS AND CHEMICAL PRODUCTS

WHEREAS, the County went out for Bid #25B-2439 Paper and Chemical Products for Winnebago Departments Countywide; and,

WHEREAS, the Operations & Administrative Committee of the County Board for the County of Winnebago, Illinois has reviewed the Bids received for the aforementioned products and recommends awarding contracts to the top three (3) most responsive and responsible Bidders with the low rate, as follows: Warehouse Direct, 2001 South Mount Prospect Road, Des Plaines, IL 60018, Office Pro, 1810 Sutler Avenue, Beloit, WI 53511 and Nassco Inc, 5355 S. Westridge Drive, New Berlin, WI 53151.

See Bid Tab for Pricing details (RESOLUTION EXHIBIT A)

WHEREAS, the Operations & Administrative Committee has determined that the funding for the aforementioned purchase shall be as follows:

VARIOUS DEPARTMENTS

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

Respectfully Submitted,
OPERATIONS AND ADMINISTRATIVE COMMITTEE

PAUL AREA, CHAIR

PAUL AREA, CHAIR

VALERIE HANSERD, VICE CHAIR

VALERIE HANSERD, VICE CHAIR

JOHN BUTITTA

JOHN BUTITTA

JOE HOFFMAN

JOE HOFFMAN

KEITH McDONALD

KEITH McDONALD

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



WINNEBAGO COUNTY ILLINOIS

BID OPENING - SEPTEMBER 25, 2025 AT 10 AM
25B-2439 PAPER AND CHEMICAL PRODUCTS COUNTYWIDE

PAPER	WAREHOUSE DIRECT DES PLAINES, IL				OFFICE PRO BELOIT, WI				NASSCO INC. NEW BERLIN, WI			
	DESCRIPTION	# PER CASE	PRICE PER CASE YR 1	PRICE PER CASE YR 2	DESCRIPTION	# PER CASE	PRICE PER CASE YR 1	PRICE PER CASE YR 2	DESCRIPTION	# PER CASE	PRICE PER CASE YR 1	PRICE PER CASE YR 2
TOILET PAPER	BEDFORD-SBT1000	96/CS	\$45.82	\$45.82	GEN218	N/A	\$59.99	\$62.49	Nassco N-	96RL/CS	\$43.18	5-7%
TOILET PAPER	BEDFORD-SB500	96/CS	\$38.04	\$38.04	SEL18301	96/CS	\$44.99	\$47.69	Nassco N-	96RL/CS	\$43.98	5-7%
TOWEL C-FOLD - WHITE	BOARDWALK-BWK6220	198SHT	\$21.54	\$21.58	PRM78000010	2400/CS	\$22.99	\$24.29	Nassco N-	4000/CS	\$30.91	5-7%
TOWEL ROLL - BROWN	BEDFORD-HWTK503	6/CS	\$19.29	\$19.29	GJO22600	6/CS	\$23.99	\$25.29	Nassco N-	6RL/CS	\$20.51	5-7%
TOWEL ROLL - BROWN	BEDFORD-HWTK503	6/CS	\$19.29	\$19.29	GJO22600	6/CS	\$23.99	\$25.29	Nassco N-	6RL/CS	\$20.51	5-7%
TISSUE FACIAL	WHD-TISSUE30100	30/CS	\$14.11	\$14.11	BWK6500B	30/CS	\$18.99	\$19.95	Nassco N-	30BX/CS	\$18.10	5-7%
TOILET PAPER, JUMBO	BEDFORD-JRT402	12/CS	\$17.27	\$17.27	RTC78000351	12/CS	\$28.49	\$29.95	Nassco N-	12RL/CS	\$23.21	5-7%
PAPER TOWEL ROLL,	BEDFORD-HWTW554	6/CS	\$29.92	\$29.92	MORW106	6/CS	\$46.89	\$49.23	GP 89460	6RL/CS	\$84.91	5-7%
TOWEL KITCHEN ROLL	BEDFORD-HHT085	30/CS	\$20.05	\$20.05	PRM78000008	30/CS	\$29.89	\$31.29	Nassco N-	12RL/CS	\$23.57	5-7%
8" x 600' WHITE ROLL TOWEL	BEDFORD-HWTW552	6/CS	\$21.60	\$21.60	HWT1000004	6/CS	\$28.95	\$30.29	Nassco N-	6RL/CS	\$20.51	5-7%
TOWEL MULTI-FOLD WHITE	BEDFORD-MF101	4000/CS	\$17.95	\$17.95	GJO21100	16/CS	\$23.49	\$24.49	Nassco N-	4000/CS	\$19.82	5-7%
DISPENSER, TOWELS, HANDSF	NPS-HRTDISP201	1 UNIT	\$52.89	\$52.89	PFXTD0201	1 EA	\$43.69	\$45.69	Nassco N-	EA	\$55.18	5-7%
TISSUE, JBT, 2PLY, 12-710/CT	BEDFORD-JRT402	6/CS	\$17.27	\$17.27	HST410051	12/CS	\$34.29	\$35.99	Essity	751'-12/CS	\$41.85	5-7%
TOWEL, ROLL, WHITE 6-800	BEDFORD-HWTW552	6/CS	\$21.60	\$21.60	HWT1000004	6/CS	\$28.95	\$30.29	NO BID	NO BID	NO BID	NO BID
LINERS	DESCRIPTION	# PER CASE	PRICE PER CASE YR 1	PRICE PER CASE YR 2	DESCRIPTION	# PER CASE	PRICE PER CASE YR 1	PRICE PER CASE YR 2	DESCRIPTION	# PER CASE	PRICE PER CASE YR 1	PRICE PER CASE YR 2
LINER 38X58 BLACK	COLONIAL-CRTGG58HP	100/CS	\$18.69	\$18.69	NAPRM385810	100/CS	\$21.49	\$22.59	Nassco N-	100/CS	\$18.66	5-7%
LINER 33 x 40 BLACK HIGH	COLONIAL-HCR40XB	10 BY 25	\$17.56	\$17.56	IBSS334016K	250/CS	\$23.69	\$24.89	Nassco N-	250/CS	\$24.01	5-7%
LINER 24 x 23 BLACK	COLONIAL-CBxB23L	1000/CS	\$18.51	\$18.52	BWK2423L	500/CS	\$15.49	\$16.29	Nassco N-	1000/CS	\$18.15	5-7%
SANI-SAC WAX LINERS	HOSPECO-HOS260	500/CS	\$17.39	\$17.39	HOSKL	500/CS	\$24.99	\$26.29	Hospesco KL	500/CS	\$25.24	5-7%
LINER 24 x 23 RED BIO	COLONIAL-HXR24	10 BY 25	\$17.79	\$17.79	HERA4823PR	500/CS	\$52.99	\$55.69	Nassco	250/CS	\$24.56	5-7%
LINER 46 x 50 BLACK	COLONIAL-TGG50XH	100/CS	\$24.54	\$24.54	NAPRM465015	100/CS	\$31.49	\$33.19	Nassco N-	100/CS	\$19.60	5-7%
LINER 24 x 33 BLACK	COLONIAL-HCR33MB	20 BY 50	\$21.77	\$21.77	IBS243308K	1000/CS	\$30.99	\$32.49	Nassco N-	1000/CS	\$30.50	5-7%
LINER RED BIO HAZARD BAG	COLONIAL-HCR40XB	8 by 25	\$32.69	\$32.69	BWKIW3339R	150/CS	\$37.99	\$39.90	Nassco	100/CS	\$18.38	5-7%
CHEMICALS	DESCRIPTION	# PER CASE	PRICE PER CASE YR 1	PRICE PER CASE YR 2	DESCRIPTION	# PER CASE	PRICE PER CASE YR 1	PRICE PER CASE YR 2	DESCRIPTION	# PER CASE	PRICE PER CASE YR 1	PRICE PER CASE YR 2
CLOROX PRO QUAT ALL PURP	NO Bid		NO BID	NO BID	CLO60278CT	4/CS	\$48.99	\$51.39	Clorox 35420	4/CS	\$48.89	5-7%
SOAP STYLE FOAM ANTI	WHD-KUT 3604	6/CS	\$29.88	\$29.99	PP7802F W/FREE DISP	6/CS	\$46.69	\$48.89	Kutol N-02667	6/CS	\$44.96	5-7%
H2OR 118 CONCENTRATE	CLOROX-CLO30829	4/CS	\$61.17	\$61.17	ENV11804	4/CS	\$165.99	\$175.99	Envirox 118-	4/CS	\$142.56	5-7%
GREEN WORKS GEN	CLOROX-CLO60213	9/CS	\$48.94	\$48.94	RAC94201CT	4/CS	\$75.99	\$79.99	Spartan 7496-	4/CS	\$41.43	5-7%
HEALTHCARE GERMICIDAL S	CLOROX-CLO68970	6/CS	\$72.51	\$72.51	CLO068970CT	6/CS	\$66.99	\$70.29	Clorox 68970	6/CS	\$74.49	5-7%
REFILL HEALTHCARE CLORO	CLOROX-CLO30827	2/CS	\$57.86	\$57.86	CLO30826	2/CS	\$39.49	\$41.49	Clorox 30827	2/CS	\$59.37	5-7%
GREEN WORKS GEN PURP	CLOROX-CLO60276	9/CS	\$38.66	\$38.66	CLO60278CT	4/CS	\$48.99	\$51.49	Nassco N-	4/CS	\$51.38	5-7%
SOLID GREEN DFE ALK LAU	NO BID		NO BID	NO BID	N/A	N/A	NO BID	NO BID	Spartan 7003-	5 GAL	\$87.01	5-7%
NXT PURELL SANITIZER	NO BID		NO BID	NO BID	GOJ416308CT	8/CS	\$95.99	\$99.99	GOJO 4163-08	8/CS	\$108.19	5-7%
REFILL HEALTHCARE CLORO	NO Bid		NO BID	NO BID	CLO30824CT	6/CS	\$33.99	\$35.69	Clorox 30824	6/CS	\$40.95	5-7%
CITRUS DISINFECTANT SPRAY	CHASE-4190425	12/CS	\$62.83	\$62.83	CGC985	12/CS	\$48.99	\$51.49	Clorox 31043	12/CS	\$67.52	5-7%
SOLID GREEN OXYGINATED	NO Bid		NO BID	NO BID	N/A	N/A	NO BID	NO BID	Nyco NL939-	5 GAL	\$58.55	5-7%
SOAP STYLE FOAM HAIR &	WHD-KUT0805	6/CS	\$28.44	\$28.44	RISPP7805F	6/CS	\$45.99	\$48.29	Kutol 680-04	6/CS	\$46.13	5-7%
KLING 9% TOILET BOWL	BETCO-0751200	12/CS	\$34.02	\$34.02	CLABC12AT	12/CS	\$26.99	\$28.29	Nassco N-	12/CS	\$32.80	5-7%
SANITIZER, GEL CLR	GOJO 416308CT	8/CS	\$117.87	\$117.87	GOJ365912CT	12/CS	\$56.49	\$59.29	Kutol 5619	12/CS	\$45.60	5-7%
MISCELLANEOUS	DESCRIPTION	# PER CASE	PRICE PER CASE YR 1	PRICE PER CASE YR 2	DESCRIPTION	# PER CASE	PRICE PER CASE YR 1	PRICE PER CASE YR 2	DESCRIPTION	# PER CASE	PRICE PER CASE YR 1	PRICE PER CASE YR 2
ROADRUNNER ICEMELT	LIGHTENING-445076	50#	\$6.92	\$6.92	CLSWHITEROCK	1/BG	\$6.95	\$7.35	OSSIAN	1 EA	\$8.64	5-7%
TRACTION MELT	LIGHTENING-445076	50#	\$6.92	\$6.92	CLSCORESALT	1/BG	\$8.50	\$8.92	OSSIAN	1 EA	\$8.64	5-7%
INDUSTRIAL STRENGTH BLUE ICEMELT	SIZZLE-445071	50#	\$7.36	\$7.36	CLSCORESALT	1/BG	\$8.50	\$8.92	Nassco N-02664	1 EA	\$11.02	5-7%
DISPENSER ROLL TOWEL PUSH PADDLE	GEORGIA PACIFIC 54338	1 EACH	\$46.67	\$46.67	EMP950	1/EA	\$39.00	\$40.95	GP 54338A	1 EA	\$61.08	5-7%
MOP HANDLE WOOD/FIBERGLASS 60IN SIDE	NO BID		NO BID	NO BID	NEX6516	1/EA	\$8.69	\$9.09	Nassco N-02405	1 Ea	\$16.67	5-7%
ADX PURELL ADV SANTIZER	GOJO-GOJ880503	3/CS	\$97.09	\$97.07	GOJ880503	3/CS	\$84.99	\$89.25	GOJO 8805-03	3/CS	\$89.82	5-7%
FRESHWAVE GEL	NO BID		NO BID	NO BID	BRI900228CT	6/CS	\$35.99	\$37.80			\$	5-7%
MAXITHINS MAXI PADS #4	HOSPECO-MT4	100/CS	\$47.95	\$47.95	HOSMT4	250/CS	\$63.99	\$67.19	Hospesco MT-4	250/CS	\$70.50	5-7%
ICE MELT, CLEAN MELT	NO BID		NO BID	NO BID	CLSCORESALT	1/BG	\$8.50	\$8.92	OSSIAN	1 EA	\$9.05	5-7%
ICEMELT, SIZZLE, PROF	SIZZLE-445071	49/PLT	\$360.94	\$360.94			NO BID	NO BID	OSSIAN	1 EA	\$9.05	5-7%
SCREEN, URINAL, RD	BOARDWALK-BWK1001	12/BX	\$15.60	\$15.60	US900NTR	10/BX	\$21.99	\$22.99	DS-F-	12/BX	\$11.17	5-7%

	UNIPAK CORP WEST LONG BRANCH,NJ				STAPLES FARMINGTON, MA				PYRAMID SCHOOL PRODUCTS TAMPA, FL			
PAPER	DESCRIPTION	# PER CASE	PRICE PER CASE YR 1	PRICE PER CASE YR 2	DESCRIPTION	# PER CASE	PRICE PER CASE YR 1	PRICE PER CASE YR 2	DESCRIPTION	# PER CASE	PRICE PER CASE YR 1	PRICE PER CASE YR 2
TOILET PAPER			NO BID	NO BID	BASELINE BL62596	96/CS	\$54.10	\$54.10	NO BID		NO BID	NO BID
TOILET PAPER			NO BID	NO BID	BASELINE BL55236	96/CS	\$50.15	\$50.15	NO BID		NO BID	NO BID
TOWEL C-FOLD - WHITE			NO BID	NO BID	COASTWIDE CW25383	2400	\$35.05	\$35.05	NO BID		NO BID	NO BID
TOWEL ROLL - BROWN			NO BID	NO BID	BASELINE BL55583	6/CS	\$29.35	\$29.35	NO BID		NO BID	NO BID
TOWEL ROLL - BROWN			NO BID	NO BID	NO BID		NO BID	NO BID	NO BID		NO BID	NO BID
TISSUE FACIAL			NO BID	NO BID	COASTWIDE CW57777	30/CS	\$29.58	\$29.58	BOARDWALK BWK6500B	30/CS	\$30.99	\$31.99
TOILET PAPER, JUMBO			NO BID	NO BID	BASELINEBL55235	12/CS	\$38.55	\$38.55	NO BID		NO BID	NO BID
PAPER TOWEL ROLL,			NO BID	NO BID	EMOTION 89460	6/CS	\$89.50	\$89.50	NO BID		NO BID	NO BID
TOWEL KITCHEN ROLL			NO BID	NO BID	COASTWIDE CW21810CT	30/CS	\$37.60	\$37.60	NO BID		NO BID	NO BID
8" x 600' WHITE ROLL TOWEL			NO BID	NO BID	NO BID		NO BID	NO BID	NO BID		NO BID	NO BID
TOWEL MULTI-FOLD WHITE			NO BID	NO BID	BASELINE BL62593	4000	\$29.18	\$29.18	NO BID		NO BID	NO BID
DISPENSER, TOWELS, HANDSF			NO BID	NO BID	NO BID		NO BID	NO BID	NO BID		NO BID	NO BID
TISSUE, JBT, 2PLY, 12-710/CT			NO BID	NO BID	NO BID		NO BID	NO BID	NO BID		NO BID	NO BID
TOWEL, ROLL, WHITE 6-800			NO BID	NO BID	COASTWIDE CW21811	6/CS	\$43.30	\$27.72	NO BID		NO BID	NO BID
LINERS	DESCRIPTION	# PER CASE	PRICE PER CASE YR 1	PRICE PER CASE YR 2	DESCRIPTION	# PER CASE	PRICE PER CASE YR 1	PRICE PER CASE YR 2	DESCRIPTION	# PER CASE	PRICE PER CASE YR 1	PRICE PER CASE YR 2
LINER 38X58 BLACK	UPC 365811	100/CS	\$18.30	NO BID	COASTWIDE CW22342	100/CS	\$33.02	\$33.02	NO BID		NO BID	NO BID
LINER 33 x 40 BLACK HIGH	UPS 334016	250/CS	\$16.50	NO BID	COASTWIDE CW17969	200/CS	\$35.95	\$35.95	NO BID		NO BID	NO BID
LINER 24 x 23 BLACK	UPC 242403	1000/CS	\$11.88	NO BID	COASTWIDE CW21759	500/CS	\$19.80	\$19.80	NO BID		NO BID	NO BID
SANI-SAC WAX LINERS	7.5X10.25X35	500/CS	\$28.20	NO BID	HOSPECO HOS-KL	500/CS	\$27.95	\$27.95	HOSPECO KL260	500/CS	\$27.99	\$28.99
LINER 24 x 23 RED BIO	2423 13R	500/CS	\$46.18	NO BID	NO BID		NO BID	NO BID	NO BID		NO BID	NO BID
LINER 46 x 50 BLACK	UPC 50125	100/CS	\$19.00	NO BID	NO BID		NO BID	NO BID	NO BID		NO BID	NO BID
LINER 24 x 33 BLACK	UPC 243308	1000/CS	\$19.00	NO BID	COASTWIDE CW50709	1000	\$41.75	\$41.75	NO BID		NO BID	NO BID
LINER RED BIO HAZARD BAG	UPS 33x40 1.3 mil	100/CS	\$19.00	NO BID	NO BID		NO BID	NO BID	NO BID		NO BID	NO BID
CHEMICALS	DESCRIPTION	# PER CASE	PRICE PER CASE YR 1	PRICE PER CASE YR 2	DESCRIPTION	# PER CASE	PRICE PER CASE YR 1	PRICE PER CASE YR 2	DESCRIPTION	# PER CASE	PRICE PER CASE YR 1	PRICE PER CASE YR 2
CLOROX PRO QUAT ALL PURP			NO BID	NO BID	NO BID		NO BID	NO BID	NO BID		NO BID	NO BID
SOAP STYLE FOAM ANTI			NO BID	NO BID	NO BID		NO BID	NO BID	NO BID		NO BID	NO BID
H2OR 118 CONCENTRATE			NO BID	NO BID	NO BID		NO BID	NO BID	NO BID		NO BID	NO BID
GREEN WORKS GEN			NO BID	NO BID	NO BID		NO BID	NO BID	NO BID		NO BID	NO BID
HEALTHCARE GERMICIDAL S			NO BID	NO BID	NO BID		NO BID	NO BID	NO BID		NO BID	NO BID
REFILL HEALTHCARE CLORO			NO BID	NO BID	CLOROX CLO15949CT	6/CS	\$40.25	\$40.25	CLOROX-CLO30824	6/CS	\$47.99	\$48.99
GREEN WORKS GEN PURP			NO BID	NO BID	NO BID		NO BID	NO BID	NO BID		NO BID	NO BID
SOLID GREEN DFE ALK LAU			NO BID	NO BID	NO BID		NO BID	NO BID	NO BID		NO BID	NO BID
NXT PURELL SANITIZER			NO BID	NO BID	PURELL 4163-08	10/CS	\$113.18	\$113.18	NO BID		NO BID	NO BID
REFILL HEALTHCARE CLORO			NO BID	NO BID	CLOROX CLO15949CT	6/CS	\$40.25	\$40.25	CLOROX-CLO30824	6/CS	\$47.99	\$48.99
CITRUS DISINFECTANT SPRAY			NO BID	NO BID	CLOROX PRO 31043	12/CS	\$66.99	\$66.99	CHASE #4104 FRESH	12/CS	\$37.99	\$38.99
SOLID GREEN OXYGINATED			NO BID	NO BID	NO BID		NO BID	NO BID	NO BID		NO BID	NO BID
SOAP STYLE FOAM HAIR &			NO BID	NO BID	NO BID		NO BID	NO BID	NO BID		NO BID	NO BID
KLING 9% TOILET BOWL			NO BID	NO BID	CREW 04560	12/CS	\$75.45	\$75.45	NO BID		NO BID	NO BID
SANITIZER, GEL CLR			NO BID	NO BID	PERK PK55489CT	12/CS	\$50.20	\$50.20	NO BID		NO BID	NO BID
MISCELLANEOUS	DESCRIPTION	# PER CASE	PRICE PER CASE YR 1	PRICE PER CASE YR 2	DESCRIPTION	# PER CASE	PRICE PER CASE YR 1	PRICE PER CASE YR 2	DESCRIPTION	# PER CASE	PRICE PER CASE YR 1	PRICE PER CASE YR 2
ROADRUNNER ICEMELT			NO BID	NO BID	NO BID		NO BID	NO BID	NO BID		NO BID	NO BID
TRACTION MELT			NO BID	NO BID	NO BID		NO BID	NO BID	NO BID		NO BID	NO BID
INDUSTRIAL STRENGTH BLUE ICEMELT			NO BID	NO BID	NO BID		NO BID	NO BID	NO BID		NO BID	NO BID
DISPENSER ROLL TOWEL PUSH PADDLE			NO BID	NO BID	NO BID		NO BID	NO BID	NO BID		NO BID	NO BID
MOP HANDLE WOOD/FIBERGLASS 60IN SIDE			NO BID	NO BID	COASTWIDE CW61061CC WOOD	1 EACH	\$10.52	\$10.52	ABCO-010205NB	12 EACH	\$131.76	\$143.88
ADX PURELL ADV SANTIZER			NO BID	NO BID	PURELL 8803-03	3/CS	64.63	64.63	NO BID		NO BID	NO BID
FRESHWAVE GEL			NO BID	NO BID	NO BID		NO BID	NO BID	NO BID		NO BID	NO BID
MAXITHINS MAXI PADS #4			NO BID	NO BID	HOSPECO MT-4	250/CS	\$61.88	\$61.88	MAXITHING MT4	250/CS	\$51.95	\$52.95
ICE MELT, CLEAN MELT			NO BID	NO BID	NO BID		NO BID	NO BID	NO BID		NO BID	NO BID
ICEMELT, SIZZLE, PROF			NO BID	NO BID	NO BID		NO BID	NO BID	NO BID		NO BID	NO BID
SCREEN, URINAL, RD			NO BID	NO BID	COASTWIDE CW61762	12/S	\$14.65	\$14.65	HOSPECO-03901	12/CS	\$19.98	\$20.98

	IMPERIAL DADE RACINE, WI				CENTRAL POLY-BAG CORP LINDEN, NJ			
PAPER	DESCRIPTION	# PER CASE	PRICE PER CASE YR 1	PRICE PER CASE YR 2	DESCRIPTION	# PER CASE	PRICE PER CASE YR 1	PRICE PER CASE YR 2
TOILET PAPER	1ply	96RL/CS	\$49.96	NO BID	Domtar #115	96/CS	\$60.00	\$64.80
TOILET PAPER	2ply	96RL/CS	\$42.40	NO BID	Domtar #235	96/CS	\$55.00	\$59.40
TOWEL C-FOLD - WHITE	Towel Cfold	2376	\$24.78	NO BID	Marcal	16/CS	\$35.00	\$37.80
TOWEL ROLL - BROWN	VB Roll Towel	6RL/CS	\$25.57	NO BID	Marcal #6800	6/CS	\$45.00	\$48.60
TOWEL ROLL - BROWN	VB Roll Towel	6RL/CS	\$25.57	NO BID	NO Bid		NO BID	NO BID
TISSUE FACIAL	VB WHT	100	\$20.80	NO BID	Domtar	30/CS	\$39.00	\$42.12
TOILET PAPER, JUMBO	VB 2-ply	12RL/CS	\$30.22	NO BID	Domtar #700	12/CS	\$38.00	\$41.04
PAPER TOWEL ROLL,	Enmotion 10"	6RL/CS	\$76.11	NO BID	Nittany #NP-	6/CS	\$88.00	\$95.04
TOWEL KITCHEN ROLL	VB Household	85	\$22.14	NO BID	Marcal	30/CS	\$40.00	\$43.20
8" x 600' WHITE ROLL TOWEL	VB Wht Towel	6RL/CS	\$30.59	NO BID	Marcal	12/Cs	\$59.00	\$63.72
TOWEL MULTI-FOLD WHITE	VB WHT	4000/CS	\$25.28	NO BID	Marcal #NP-	16/CS	\$35.00	\$37.80
DISPENSER, TOWELS, HANDSF	VP Disp roll	1	\$46.13	NO BID	NO BID		NO BID	NO BID
TISSUE, JBT, 2PLY, 12-710/CT	NO BID		NO BID	NO BID	NO BID		NO BID	NO BID
TOWEL, ROLL, WHITE 6-800	VB WHT	6	\$30.59	NO BID	Marcal #708P		\$51.00	\$55.08
LINERS	DESCRIPTION	# PER CASE	PRICE PER CASE YR 1	PRICE PER CASE YR 2	DESCRIPTION	# PER CASE	PRICE PER CASE YR 1	PRICE PER CASE YR 2
LINER 38X58 BLACK	38x58 1.2mil	100/CS	\$27.12	NO BID	Central Poly	100/CS	\$24.00	\$25.92
LINER 33 x 40 BLACK HIGH	33x40 16 mil	250/CS	\$20.67	NO BID	Central Poly	250/CS	\$18.00	\$19.44
LINER 24 x 23 BLACK	24x23 .35mil	1000/CS	\$38.94	NO BID	Central Poly	1000/CS	\$17.00	\$18.36
SANI-SAC WAX LINERS	Bag Sanitary	500/CS	\$20.68	NO BID	NO BID		NO BID	NO BID
LINER 24 x 23 RED BIO	24x23	500/cs	\$48.12	NO BID	Cental Poly	250/CS	\$28.00	\$30.24
LINER 46 x 50 BLACK	46x50 15 mil	100/CS	\$40.29	NO BID	Central poly	100/CS	\$26.50	\$28.62
LINER 24 x 33 BLACK	24x33 8	1000/CS	\$30.71	NO BID	Central Poly	1000/CS	\$18.92	\$20.43
LINER RED BIO HAZARD BAG	33x39	150/CS	\$33.65	NO BID	Central Poly	100/CS	\$41.00	\$44.28
CHEMICALS	DESCRIPTION	# PER CASE	PRICE PER CASE YR 1	PRICE PER CASE YR 2	DESCRIPTION	# PER CASE	PRICE PER CASE YR 1	PRICE PER CASE YR 2
CLOROX PRO QUAT ALL PURP	256 Profect	4/CS	\$114.10	NO BID	NO BID		NO BID	NO BID
SOAP STYLE FOAM ANTI	Refresh Hand	6/CS	\$64.80	NO BID	NO BID		NO BID	NO BID
H2OR 118 CONCENTRATE	Xcelente	4/CS	\$39.49	NO BID	NO BID		NO BID	NO BID
GREEN WORKS GEN	VB All Purp	2/CS	\$21.94	NO BID	NO BID		NO BID	NO BID
HEALTHCARE GERMICIDAL S	Bleach 6x32	9/CS	\$71.76	NO BID	NO BID		NO BID	NO BID
REFILL HEALTHCARE CLORO	Healthcare	2/CS	\$51.85	NO BID	NO BID		NO BID	NO BID
GREEN WORKS GEN PURP	Bleach 6x32	9/CS	\$71.76	NO BID	NO BID		NO BID	NO BID
SOLID GREEN DFE ALK LAU	Solid	2/CS	\$99.87	NO BID	NO BID		NO BID	NO BID
NXT PURELL SANITIZER	Purell Hand	8/CS	\$110.50	NO BID	NO BID		NO BID	NO BID
REFILL HEALTHCARE CLORO	Healthcare	2/CS	\$51.85	NO BID	NO BID		NO BID	NO BID
CITRUS DISINFECTANT SPRAY	VB Disinfect	12/CS	\$43.15	NO BID	NO BID		NO BID	NO BID
SOLID GREEN OXYGINATED	Sunburst	2/CS	\$157.93	NO BID	NO BID		NO BID	NO BID
SOAP STYLE FOAM HAIR &	Deb Refresh	6/CS	\$57.96	NO BID	NO BID		NO BID	NO BID
KLING 9% TOILET BOWL	Vic Bay 9%	12/CS	\$27.96	NO BID	NO BID		NO BID	NO BID
SANITIZER, GEL CLR			NO BID	NO BID	NO BID		NO BID	NO BID
MISCELLANEOUS		# PER CASE	PRICE PER CASE YR 1	PRICE PER CASE YR 2	DESCRIPTION	# PER CASE	PRICE PER CASE YR 1	PRICE PER CASE YR 2
ROADRUNNER ICEMELT	NO BID		NO BID	NO BID	ROADRUNNER	50#	\$26.00	\$28.08
TRACTION MELT	NO BID		NO BID	NO BID	TRACTION MELT	50#	\$28.00	\$30.24
INDUSTRIAL STRENGTH BLUE ICEMELT	NO BID		NO BID	NO BID	INDUSTRIAL BLUE	50#	\$27.00	\$29.16
DISPENSER ROLL TOWEL PUSH PADDLE	Paddle Dispenser	1 EA	\$47.20	NO BID	NO BID		NO BID	NO BID
MOP HANDLE WOOD/FIBERGLASS 60IN SIDE	Fiberglass handle	1 Ea	\$8.72	NO BID	NO BID		NO BID	NO BID
ADX PURELL ADV SANTIZER	Purell adx-12 hand sanitizer	3/CS	\$86.91	NO BID	NO BID		NO BID	NO BID
FRESHWAVE GEL	Fresh Gel	12/CS	\$54.95	NO BID	NO BID		NO BID	NO BID
MAXITHINS MAXI PADS #4	NO BID	250/CS	\$52.01	NO BID	HOSPECO	250/CS	\$93.00	\$100.44
ICE MELT, CLEAN MELT	NO BID		NO BID	NO BID	NO BID		NO BID	NO BID
ICEMELT, SIZZLE, PROF	NO BID	1 EA	NO BID	NO BID	NO BID		NO BID	NO BID
SCREEN, URINAL, RD	NO BID	12/BX	\$7.51	NO BID	NO BID		NO BID	NO BID



Resolution Executive Summary

For CIP Projects

Prepared By: Purchasing Department on behalf of the Sheriff's Office
Committee Name: Operations and Administrative Committee
Committee Date: November 6, 2025
Board Date: November 13, 2025
Resolution Title: Resolution Awarding Purchase of Two Replacement Vehicles for the Winnebago County Sheriff's Department using CIP 2026 Funds

Budget Information

Budgeted? YES	Amount Budgeted? \$120,000
If not, originally budgeted, explain the funding source?	
If CIP funded, original Board approved amount?	\$120,000
Over or Under approved amount? UNDER	By: \$18,097
Reason for CIP increase? N/A	
ORG/OBJ/Project Codes: 82200-46410-C2607	
Descriptor: CIP 2026 Automobile	
Budget Impact? \$101,903	

Background Information: The Winnebago County Sheriff's Office (WCSO) requested the purchase of two (2) Crime Scene vehicles using CIP 2026 funds. The vehicles for purchase are a 2025 Ford Explorer and a 2026 Ford Explorer.

The Purchasing Department and the Sheriff's Office reached out for quotes and availability. Anderson Rock River Ford presented the best offer for the vehicles and Bandt Communications for the outfitting (See Resolution Exhibit A).

Recommended By: Sheriff Gary Caruana and Deputy Chief Kyle Boomer

Follow-Up Steps: Purchasing Department will prepare and submit Purchase Orders to Anderson Rock River Ford in the amount of \$89,377 and Bandt Communications in the amount of \$12,526.

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

Sponsored by: Paul Arena

Submitted by: Operations and Administrative Committee

2025 CR

**RESOLUTION AWARDING PURCHASE OF TWO REPLACEMENT VEHICLES
FOR WINNEBAGO COUNTY SHERIFF'S OFFICE USING CIP 2026 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, the Winnebago County Sheriff's Office requested the purchase of Two Crime Scene Squads, Ford Explorers, using CIP 2026 funds; and

WHEREAS, the Purchasing Department and the Sheriff's Office obtained quotes for price and delivery, resulting in the lowest price and best lead time from Rock River Ford; and

WHEREAS, Rock River Ford has two equivalent 2025 and 2026 models on the lot priced lower than the government pricing discount; and

WHEREAS, the Operations & Administrative Committee of the County Board for the County of Winnebago, Illinois has reviewed the quotes for the two Crime Scene Squad Vehicles and Vehicle Outfitting, (Resolution Exhibit A) and recommends awarding the purchases to Rock River Ford and Bandt Communications, respectively.

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, on behalf of the County of Winnebago, Illinois to Anderson Dealerships, Inc., DBA Rock River Ford, 224 North Alpine Road, Rockford, Illinois in the amount of \$89,377 and Bandt Communications, 1621 Gale Drive, Beloit, Wisconsin, in the amount of \$12,526.

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

Respectfully Submitted,
OPERATIONS AND ADMINISTRATIVE COMMITTEE

AGREE

DISAGREE

PAUL ARENA, CHAIR

PAUL ARENA, CHAIR

VALERIE HANSERD

VALERIE HANSERD

JOHN BUTITTA

JOHN BUTITTA

JOE HOFFMAN

JOE HOFFMAN

KEITH McDONALD

KEITH McDONALD

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-2446 TWO CRIME SCENE VEHICLE REPLACEMENTS - USING CIP 2026 FUNDS			
	Anderson Rock River Ford Rockford, IL	Brad Manning Ford DeKalb, IL	Hamblock Ford Belvidere, IL
2025 Ford Explorer	\$ 43,479	\$ 49,060	\$ 50,627
2026 Ford Explorer	\$ 45,899	\$ 50,515	\$ 51,290
Outfitting	\$ 12,526	\$ 12,526	\$ 12,526
Total	\$ 101,903	\$ 112,101	\$ 114,443



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

Deal # 606591
Customer # 177639

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



County Of Winnebago
 +1-(815) 961 - 9648 | cow@gmail.com
 404 ELM ST, ROCKFORD, IL 61101



2025 Ford Explorer
 Active 4WD

VIN : 1FMUK8DH1SGC71830 |
 Stock # : FT71830
 Color : CARBONIZED GRAY METALLIC
 ford | Active 4WD | Four Wheel Drive |
 Turbocharged | 2.3L | 4 | GAS | Sport
 Utility | SUV | 5

Payment Detail

MSRP	\$44,260.00
Rebates	\$1,500.00
Fees	\$718.70
Taxes 0	\$0.00
Amount Financed	\$43,478.70

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
 Rockford
 IL, 61107
 www.andersonrockriver.com

Deal # 606566
Customer # 177639

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



County Of Winnebago
 +1-(815) 961 - 9648 | cow@gmail.com
 404 ELM ST, ROCKFORD, IL 61101



2026 Ford Explorer
 Active 4WD

VIN : 1FMUK8DH5TGA08130 |
 Stock # : FT08130
 Color : AGATE BLACK METALLIC
 ford | Active 4WD | Four Wheel Drive |
 Turbocharged | 2.3L | 4 | GAS | Sport
 Utility | SUV | 5

Payment Detail

MSRP	\$45,180.00
Fees	\$718.70
Taxes 0	\$0.00
Amount Financed	\$45,898.70

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.



1621 Gale Dr WI 53511 US

ESTIMATE

DATE	DUE	ESTIMATE #
10/28/2025	10/28/2025	2201028

BILL TO

Winnebago County Sheriff's
Office
650 West State Street
Rockford IL 61102 USA

SHIP TO

Winnebago County Sheriff's
Office
650 West State Street
Rockford IL 61102 USA

DESCRIPTION	QTY	RATE	AMOUNT
FSM-40/180-B Fusion 40?/ 180?: Blue	2.00	59.00	118.00
FSM-40/180-R Fusion 40?/ 180?: Red	2.00	59.00	118.00
QSM-8101 QUAD QSM Surface Mount	4.00	119.00	476.00
D-50015 R T3: Red	2.00	39.99	79.98
D-50015 B T3: Blue	2.00	39.99	79.98
FS-2116 FUSION-S 2X DASH	2.00	159.00	318.00
Q-4016 Feniex Fusion Quad L Bracket	8.00	20.00	160.00
H-2220 Flasher	2.00	65.00	130.00
C-5017 Typhoon Handheld 100W Siren	2.00	300.00	600.00
S-2009 Triton 100W Speaker	2.00	119.00	238.00
H-2219 B Cannon? 120?: Blue	2.00	69.00	138.00
H-2219 R Cannon? 120?: Red	2.00	69.00	138.00
H-3219 Cannon Bezel with mounting hardware	4.00	12.00	48.00
Blue Sea Circuit Breaker Blue Sea 285 Series Circuit Breaker - Surface Mount	2.00	69.00	138.00



1621 Gale Dr WI 53511 US

ESTIMATE

DATE 10/28/2025 DUE 10/28/2025 ESTIMATE # 2201028

BILL TO

Winnebago County Sheriff's Office
650 West State Street
Rockford IL 61102 USA

SHIP TO

Winnebago County Sheriff's Office
650 West State Street
Rockford IL 61102 USA

DESCRIPTION	QTY	RATE	AMOUNT
6.32E+11 Blue Sea L-Series Solenoid Switch	2.00	189.00	378.00
MA1000RB Headliner Speaker	2.00	92.00	184.00
RFN-1005-3C RF INDUSTRIES N male connector for RG58/U, RG58A/U, RG141, RG58 Ultralink. cable.	2.00	12.50	25.00
PCTCN7080 Titanium Grey 740-870Mhz Antenna	2.00	14.50	29.00
LOFT-PIU20-GV Lund Industries LOFT-GV Gun Vault Compartment, secured weapon storage, designed for AR-15/M-4 Rifles, fits 2020-2024 Ford Interceptor Utility	2.00	885.00	1,770.00
PIU20-NPKIT LOFT Non-Partition Mounting Kit for installing any LOFT into a 2020+ Ford Police Interceptor Utility without a rear cargo partition	2.00	230.00	460.00
Freight UPS Ground	1.00	300.00	300.00
MI Misc Misc. Installation Supplies	1.00	100.00	100.00
Standard Labor Standard Labor	52.00	125.00	6,500.00

TOTAL 12,525.96

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

Sponsored by: Paul Arena

Submitted by: Operations and Administrative Committee

2025 CR

RESOLUTION AWARDING REPLACEMENT OF CURRENT E-CITATION SOFTWARE

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, the Winnebago County Circuit Clerk's Office currently offers an *eCitation* solution (DigiTicket) to all local municipal agencies free of charge; and

WHEREAS, the Circuit Clerk Tom Klein is looking to implement a new *eCitation* offered by QUICKET Solutions; and

WHEREAS, the Winnebago County Circuit Clerk and QUICKET will enter into a 6-year agreement; and

WHEREAS, the Operations & Administrative Committee of the County Board for the County of Winnebago, Illinois has reviewed the agreement and statement of work, (Resolution Exhibit A) and recommends awarding the purchases to QUICKET Solutions Inc. respectively.

NOW, THEREFORE, BE IT RESOLVED, by the County Board of the County of Winnebago, Illinois, that the Circuit Clerk and Director of Purchasing is authorized to issue Purchase Orders and execute the agreement, on behalf of the County of Winnebago, Illinois to QUICKET Solutions Inc.

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

Respectfully Submitted,
OPERATIONS AND ADMINISTRATIVE COMMITTEE

AGREE

DISAGREE

PAUL ARENA, CHAIR

PAUL ARENA, CHAIR

VALERIE HANSERD

VALERIE HANSERD

JOHN BUTITTA

JOHN BUTITTA

JOE HOFFMAN

JOE HOFFMAN

KEITH McDONALD

KEITH McDONALD

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



QUICKET
SOLUTIONS

CONFIDENTIAL

QUICKET SOLUTIONS, INC.

STATEMENT OF WORK

WINNEBAGO COUNTY CIRCUIT CLERK

October 27, 2025

STATEMENT OF WORK

Table of Contents

1. APPLICABLE REFERENCES	3
2. PERIOD OF PERFORMANCE & PRICING	3
3. TECHNICAL REQUIREMENTS	6
4. SPECIFICATIONS.....	6
a. CLOUD INFRASTRUCTURE	6
b. SYSTEM MANAGEMENT.....	6
c. OPERATIONS AND MAINTENANCE SUPPORT	6
5. TRAINING.....	6
6. INSPECTION AND ACCEPTANCE	7
a. PLACE OF INSPECTION AND ACCEPTANCE	7
b. SCOPE OF INSPECTION	7
c. BASIS OF ACCEPTANCE.....	7
d. INITIAL DELIVERABLES	7
e. WRITTEN ACCEPTANCE/REJECTION BY THE CLIENT	7
f. PLACE OF PERFORMANCE	7
g. ESTIMATED PROJECT SCHEDULE.....	8
h. NOTICE REGARDING LATE DELIVERY	8
i. WRITTEN DELIVERABLES.....	9
7. CONTACT INFORMATION	9

Project Name & ID: WINNEBAGO COUNTY CIRCUIT CLERK

Quicket Solutions, Inc. (“QUICKET”) is an awarded vendor of Sourcewell (Contract #030425-QKT) for a Cloud-based Software Platform with Related Equipment, Supplies, and Services (“SOURCEWELL CONTRACT”). This QUICKET Statement of Work (“SOW”) describes the software, equipment, supplies, and services (separately or together, as required, the “Work”) to be provided to WINNEBAGO COUNTY CIRCUIT CLERK (“CLIENT”), a participating agency of Sourcewell, and is entered into by the parties in connection with and pursuant to the Quicket Solutions Master Software and Service Agreement (“MSSA”) entered into contemporaneously with this SOW. In case of any conflicts between the terms of this SOW and the MSSA, the MSSA shall control unless expressly stated otherwise in this SOW. All capitalized terms not otherwise defined herein shall have the meanings given to them in the MSSA.

1. APPLICABLE REFERENCES

In the performance of the Work, QUICKET, as applicable, shall comply with the following:

1. Sourcewell Contract #030425-QKT for a Cloud-based Software Platform with Related Equipment, Supplies, and Services (“SOURCEWELL CONTRACT”)
2. Criminal Justice Information Services (CJIS) Security Policy, Latest Version

2. PERIOD OF PERFORMANCE & PRICING

The base period of performance shall commence upon the execution of the SOW to 12:01 am local time to the sixth anniversary of the SOW (the initial “Term” under the MSSA and this SOW). QUICKET offers the following SKUs and associated terms and conditions in accordance with the SOURCEWELL CONTRACT:

TRAINING:

Items

Training

Comprehensive user and administration training performed by Quicket Solutions staff. Limited to four (4) days on-site at client facilities.

THERMAL PAPER:

Items

Brother Thermal Paper Box

Perforated full-size thermal printing paper. 100 pages/roll. Box contains 6 rolls.

Zebra ZQ 521 Thermal Paper

1 box with 36 paper rolls

SOFTWARE:

Items**eCitation software - IL**

Enterprise Software License for Unlimited Users and Devices in County

Windows-based eCitation software and web-based data management application including:

- Uniform citation with dynamic narratives
- Conservation citation
- Notice to appear
- Overweight vehicle
- Written warning
- Tow ticket
- NTA form
- Factual summary

-Dedicated LEADS connection with query and auto-populate capabilities (Illinois and Wisconsin)

Traffic Stop and Pedestrian Stop Data Sheet w/ Receipt

-IDOT-compliant reporting with error validation and automatic compiling of data for IDOT

Quicket Cloud Infrastructure

- Real-time data transfer from mobile application to Quicket Cloud:
- Cloud Server
- LEADS Server
- Cloud Data Storage
- Cloud Backup Server

Reporting Package

- Report export tool
- IDOT stat analysis

Maintenance & Support

- Ongoing maintenance of Cloud and integrations
- Server health checks
- Compliance management
- 24/7 support
- Updates/upgrades

Integration Services

Export of eCitation data to Avenu CMS in XML format

Central Square CAD file import of recent LEADS/NCIC queries. Data must be parsed and provided in machine-readable format in local file directory of each computer or provided via API.

PAYMENT PLAN:

Payment	Invoice Date
Software: \$75,000.00	Due at execution of SOW.
Software: \$40,000.00	Due at the completion of Phase II: Development per Section 6(g) of SOW
Training: \$25,000.00	Due at the completion of Phase III: Training and Beta Release. Up to four (4) days (thirty-two hours) included. Additional training billed at \$200.00/hour. Due at completion of training.
Software: \$35,000.00	Due at the completion of Phase IV: Final and Stable Release per Section 6(g) of SOW
Thermal Paper: Included	N/A. QUICKET to provide thermal paper as needed for duration of SOW.
Years 2-6 Software: \$120,000.00/year	Due on each anniversary of the execution of the SOW. Five (5) total payments.

THE CLIENT RECOGNIZES THAT SIGNIFICANT TIME AND EXPENSE BY QUICKET IS REQUIRED TO CONFIGURE THE SOFTWARE TO SOW SPECIFICATIONS AND THEREFORE ANY SOFTWARE PAYMENTS MADE IN YEAR 1 SHALL BE CONSIDERED FULLY EARNED AND NON-REFUNDABLE UNLESS TERMINATION FOR CAUSE IS EXERCISED IN ACCORDANCE WITH THE TERMS OF THE MSSA.

THE CLIENT FURTHER RECOGNIZES THAT VOLUNTARY COOPERATION FROM 3RD PARTY VENDORS IS ESSENTIAL FOR THE COMPLETION OF INTEGRATIONS AND THAT THE CLIENT WILL BE REQUIRED TO ASSIST WITH COMMUNICATION BETWEEN QUICKET AND THE 3RD PARTY VENDORS. ANY DELAYS IN COMMUNICATION AND/OR WORK REQUESTED FROM 3RD PARTY VENDORS MAY ALTER THE ESTIMATED PROJECT SCHEDULE. QUICKET SHALL NOTIFY CLIENT, AS SOON AS IT BECOMES APPARENT TO QUICKET, IF ANY DELAY(S) WILL AFFECT THE COMPLETION OF ANY MILESTONES AND/OR THE FINAL DELIVERY. THE CLIENT AND QUICKET MUTUALLY AGREE TO REVIEW THE SOW AND MODIFY THE DELIVERABLES AND RELATED FEES IF IT BECOMES APPARENT THAT ONE OR MULTIPLE INTEGRATIONS ARE NOT FEASIBLE DUE TO NON-COOPERATION WITH ONE OR MULTIPLE 3RD PARTY VENDORS. THE CLIENT RECOGNIZES THAT NON-COOPERATION FROM ANY 3RD PARTY VENDOR SHALL NOT BE REASON TO TERMINATE FOR CAUSE.

THE AMOUNTS SET FORTH ABOVE REPRESENT THE MAXIMUM AMOUNTS OF THE CLIENT’S POTENTIAL COSTS FOR THE APPLICABLE LINE ITEM FOR THE PERIODS DESCRIBED. QUICKET SHALL PROVIDE THE WORK AGREED TO IN THIS SOW AND IN THE MSSA, EVEN IF THE COST TO QUICKET EXCEEDS THE AMOUNTS SET FORTH ABOVE UNLESS CLIENT INCREASES QUANTITIES OR REQUESTS ADDITIONAL SERVICES NOT ALREADY AGREED TO BETWEEN THE PARTIES. IN THE EVENT CLIENT ORDERS ADDITIONAL ITEMS IDENTIFIED IN THE TABLE ABOVE DURING THE TERM, SUCH ITEMS SHALL BE PROVIDED TO CLIENT AT THE PRICE SET FORTH IN THE TABLE.

3. TECHNICAL REQUIREMENTS

QUICKET shall provide a flexible, scalable, and configurable solution, including all necessary equipment as outlined in the MSSA and SOW, software, middleware, and technical support.

The CLIENT currently has (or will have prior to implementation of the Quicket Solutions Software and Services) the following technology:

- Desktop or laptop computers owned or operated by and accessible by CLIENT with Windows 10 or later operating system with Intel-based architecture.
- A high-speed internet connection for CLIENT desktop computers.
- 4G/5G cellular internet connection for CLIENT laptop computers.
- The latest version, at the time this SOW is dated, of Google Chrome or Edge web-browsing application installed on CLIENT desktop or laptop computers.
- The latest version, at the time this SOW is dated, of Google Chrome or Edge web-browsing application installed on CLIENT desktop or laptop computers.

4. SPECIFICATIONS

a. CLOUD INFRASTRUCTURE

As a component of the Quicket Solutions Software and Services, QUICKET shall supply CLOUD INFRASTRUCTURE that shall maintain all information entered into the QUICKET system.

The CLOUD INFRASTRUCTURE shall be located at all times in a facility deemed compliant in accordance with the Federal Bureau of Investigation's Criminal Justice Information Services' latest Security Policy.

b. SYSTEM MANAGEMENT

QUICKET shall be responsible for ensuring that the system maintains a functional level of reliability and performance in accordance with the Agreement and SOW. QUICKET shall regularly evaluate and test CLIENT'S system to ensure stability; such evaluations shall be on-going and routine, but not less than on a quarterly basis. The evaluations shall be completed remotely and will not disrupt or interfere with CLIENT's use of the Quicket Solutions Software and Services or CLIENT's other regular business. QUICKET will regularly monitor the system for security vulnerabilities and perform additional stress testing to identify bugs and other sources of less-than optimal performance. QUICKET shall, when necessary, provide patches/updates to software and equipment for known bugs or vulnerabilities at no additional cost to CLIENT during the Term.

c. OPERATIONS AND MAINTENANCE SUPPORT

QUICKET shall be responsible for maintenance of the Quicket Solutions Software and Services and QUICKET furnished CLOUD INFRASTRUCTURE.

5. TRAINING

QUICKET shall provide comprehensive training sessions for all designed CLIENT employees. Training shall include a comprehensive review of software and proper equipment usage.

Training shall familiarize all authorized users with all relevant features of QUICKET'S system. Training shall be divided according to various user types. CLIENT will be permitted to have an unlimited number of personnel (limited only by the capacity of the CLIENT facilities) attend such training.

6. INSPECTION AND ACCEPTANCE

a. PLACE OF INSPECTION AND ACCEPTANCE

Inspection and acceptance of all Work performance, reports and other deliverables under this SOW and the Agreement shall be performed by any of the following designated individuals:

- CLIENT designated CLIENT project manager

b. SCOPE OF INSPECTION

All Work submitted will be inspected for content, completeness, accuracy and conformance to the SOW requirements and Quicket Solutions Software and Services specifications. Inspection may include validation of information or software through the use of automated tools and/or testing of the deliverables, as specified in the SOW. The scope and nature of this testing will be sufficiently comprehensive to ensure the completeness, quality and adequacy of all deliverables.

If any Work is deficient in CLIENT'S commercially reasonable determination, QUICKET will bring the system up to acceptable standards at no extra cost. QUICKET shall design, plan and deploy the system in accordance with the TECHNICAL REQUIREMENTS set forth herein and in the Quicket Solutions Software and Services specifications.

c. BASIS OF ACCEPTANCE

The basis for inspection/acceptance shall be compliance with the requirements set forth herein and in the Quicket Solutions Software and Services specifications. Deliverable items rejected shall be corrected in accordance with the applicable requirements.

d. INITIAL DELIVERABLES

CLIENT will provide written acceptance, comments and/or change requests, if any, within sixty (60) work days from receipt by CLIENT of the initial deliverable. Upon receipt of CLIENT'S comments, QUICKET shall have sixty (60) working days to incorporate CLIENT'S comments and/or change requests and to resubmit the deliverable in its final form. Compliance with, or failure to comply on the part of CLIENT with this section shall not be used to invalidate or alter any warranty provided by Quicket.

e. WRITTEN ACCEPTANCE/REJECTION BY THE CLIENT

CLIENT shall provide written notification of acceptance or rejection of all final deliverables within sixty (60) work days. All notifications of rejection will be accompanied with an explanation of the specific deficiencies causing the rejection.

f. PLACE OF PERFORMANCE

QUICKET will provide systems that will be used in all areas of CLIENT'S jurisdiction.

g. ESTIMATED PROJECT SCHEDULE

The following estimated schedule of milestones will be used by CLIENT to monitor timely progress under this task order. In this schedule, NLT designates “No Later Than”, “NTP” designates “Notice to Proceed”, Days designates “Calendar Days”, and PS designates “Project Start”. This schedule is required to meet mission objectives. Some items listed above, but not specifically mentioned below will be delivered appropriately in coordination with the planned completion dates.

MILESTONE	DELIVERIES OR PERFORMANCE RESPONSIBILITY	PLANNED COMPLETION DATE
Project Start (PS)	QUICKET	At execution of SOW
Phase I: Planning	QUICKET/CLIENT	NLT 90 Days after execution of SOW
Phase II: Development	QUICKET	NLT 180 Days after execution of SOW
Phase III: Training and Beta Release	QUICKET/CLIENT	NLT 210 Days after execution of SOW
Phase IV: Final and Stable Release	QUICKET/CLIENT	NLT 240 Days after execution of SOW
Initiate Maintenance and Support	QUICKET	NLT 240 Days after execution of SOW

h. NOTICE REGARDING LATE DELIVERY

CLIENT shall provide QUICKET with a dedicated project primary point of contact for the duration of the project from Project Start (PS) through sixty (60) days after final deliverables are provided to ensure that requests for information and clarifications are provided to QUICKET in a timely manner. A “timely manner” shall be defined as less than three business days, unless mutually agreed-upon by the CLIENT and QUICKET that additional time is necessary for one or multiple requests for information and/or clarifications. CLIENT may designate multiple individuals for different components of the project, so long as QUICKET is informed of the breakdown of responsibilities prior to the Project Start. The point of contact(s) throughout the duration of the contract shall be available for in-person meetings, phone, and email during normal business hours.

If the CLIENT dedicated point of contact(s) is not available for more than three consecutive business days, CLIENT shall notify QUICKET and provide a temporary or permanent alternative point of contact(s). CLIENT recognizes that failure to provide requested information to QUICKET within a timely manner may result in the delay of individual milestones or completion of one or more phases. The final delivery date will be adjusted based on the additional days required by CLIENT to respond to requests for information and/or clarifications.

CLIENT PROJECT PRIMARY POINT OF CONTACT

NAME: _____

TITLE: _____

EMAIL: _____

PHONE: _____

QUICKET shall notify CLIENT, as soon as it becomes apparent to QUICKET, that a scheduled delivery will be late. QUICKET shall include in the notification the rationale for late delivery, the expected date for the delivery, and the project impact of the late delivery. The parties recognize and agree that this SOW represents the estimated commercial delivery of the Quicket Software and Services Solution and that late delivery or completion of any milestone hereunder shall not be reason for termination unless QUICKET is unable to make such delivery or reach such milestone within 90 days after the original scheduled date. Failure to provide QUICKET requested information or clarifications in response to inquiries in a timely manner shall not be reason for termination.

i. WRITTEN DELIVERABLES

QUICKET'S designated Project Manager shall review, approve, and sign all draft and final documents before delivery to CLIENT. All draft and final documents shall be delivered electronically by a designated officer or employee of QUICKET.

7. CONTACT INFORMATION

Upon execution of the SOW, the following will be the QUICKET-designated points of contact for the duration of the entire project:

- QUICKET Director of Sales or Sales Representative: For billing, pricing, and purchasing of additional software or services
- QUICKET designated Project Manager: For project related matter and status of the project
- QUICKET President & Chief Technology Officer: For escalation, legal communication, and project related matters with high priority

SALES QUICKET:

Name:	Charles Lasher
Address:	1 S Dearborn St, 20 th Floor, Chicago, IL 60603
Phone:	(630) 723-7723
Email:	clasher@quicketsolutions.com

PROJECT MANAGER QUICKET:

Name:	Don Drzal
Address:	1 S Dearborn St, 20 th Floor, Chicago, IL 60603
Phone:	(630) 723-7723
Email:	ddrzal@quicketsolutions.com

EXECUTIVE SPONSOR QUICKET:

Name:	Akshay Singh, President & Chief Technology Officer
Address:	1 S Dearborn St, 20 th Floor, Chicago, IL 60603
Phone:	(630) 723-7723
Email:	asingh@quicketsolutions.com

The parties hereby acknowledge their agreement to the terms applicable to the Work specified in this SOW.

QUICKET SOLUTIONS, INC.

By: _____
Name:
Title:

WINNEBAGO COUNTY CIRCUIT CLERK

By: _____
Name:
Title:

**FIRST AMENDMENT
TO
MASTER SERVICES AGREEMENT
BETWEEN
QUICKET SOLUTIONS, INC.
AND**

**THE COUNTY OF WINNEBAGO, ILLINOIS, A BODY POLITIC AND CORPORATE, ON
BEHALF OF THE WINNEBAGO COUNTY CIRCUIT CLERK'S OFFICE**

This First Amendment to the Master Services Agreement (“First Amendment”), dated and effective as of **November 13, 2025** (the “Amendment Effective Date”), amends the Master Software and Service Agreement, dated October 27, 2025 (the “Agreement”) by and between **QUICKET SOLUTIONS, INC.** (hereinafter “Quicket”) and the **COUNTY OF WINNEBAGO, ILLINOIS, A BODY POLITIC AND CORPORATE, ON BEHALF OF THE WINNEBAGO COUNTY CIRCUIT CLERK'S OFFICE.** (hereinafter “Client”; and together Client and Quicket may be referred to singularly as a “party” or together as the “parties”). Capitalized terms appearing but not defined in this Amendment shall have the meanings assigned in the Agreement.

WHEREAS, the parties contemplated a six (6) year relationship, commencing at the Effective Date, at the time of the execution of, respectively, the Agreement and the Statement of Work, dated October 27, 2025 (the “SOW”), as incorporated in the Agreement;

WHEREAS, the parties desire to amend the Agreement and certain parts of the SOW;

WHEREFORE, IN CONSIDERATION of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties intending to be legally bound, hereby covenant and agree as follows:

A. Period of Performance & Pricing. The tables set forth at Section 2 of the SOW are hereby amended to add certain items and related fees as set forth below. All other items unless noted below shall remain in effect as originally agreed to by the parties:

CRIMINAL COMPLAINT SOFTWARE:

- 1) Windows-based Criminal Complaint software enabling a “stop” or an “arrest” that consists of one or more of the following:**
 - Uniform (traffic) citation
 - Overweight citation
 - Conservation citation*
 - Original arrest warrant*
 - Criminal complaint
 - Factual summary document
 - Generate/print individual PDFs or all images in one PDF
 - Query and auto-populate from LEADS
 - Secure save functionality to hide from other users
 - Transmit to SAO Review Workbench

- 2) Web-based SAO Review Workbench including:**
 - Access to “stop” or “arrest” complaint and all associated forms.
 - Ability to review charges and all arrest documents.

- Ability to add, update or remove charges, as well as add, update or remove charging language or other complaint information.
 - SAO ability for blanket approval/rejection including free-form comments viewable by the law enforcement officer.
 - Prevent the finalization of an “arrest” if there are any un-approved charges.
 - Generate/print individual PDFs or all images in one PDF

3) Web-based Administration Application including:

- Ability to import and/or manage offense list, agency lists, officer lists, officer signatures, and SAO signatures.
- Integration with FullCourt Enterprise CMS – to be designed with QUICKET and CMS vendor.*
- Integration with BlackCreek Sallyport – to be designed with QUICKET and JMS vendor.*

* These items above are excluded from the scope of the delivery timeline as set forth in Section 6(g) (Estimated Project Schedule) of the Statement of Work. Implementation of these items shall be addressed in a subsequent delivery, pursuant to a timeline and pricing mutually agreed upon by CLIENT and QUICKET.

CRIMINAL COMPLAINT PAYMENT PLAN:

Payment	Invoice Date
Software: \$50,000.00	Due at execution of the First Amendment.
Software: \$25,000.00	Due at the completion of Phase II: Development per Section 6(g) of SOW.
Training: \$0.00	Up to two (2) days (sixteen hours) included. Additional training billed at \$200.00/hour. Due at completion of training.
Software: \$20,000.00	Due at the completion of Phase IV: Final and Stable Release per Section 6(g) of SOW.
Years 2-6 Software: \$30,000.00/year	Due on each anniversary of the execution of the First Amendment. Five (5) total payments.

The Fees set forth above assume that the Client maintains the status quo for such years and that no change in scope occurs. If the Client increases or decreases the scope, Fees will be adjusted in accordance with the terms of the Agreement.

B. Conflict. Any conflict between any term or provision contained in this First Amendment with any term or provision contained in the Agreement shall be resolved in favor of this First Amendment.

C. Counterparts; Facsimile. This Amendment may be executed in counterparts, each of which shall be deemed an original part and all of which together shall constitute a single document. Each party hereto shall be authorized to rely upon the signatures of all other parties hereto on this Amendment which is or are delivered by facsimile or other electronic means as constituting a duly authorized, irrevocable, actual, current delivery of this Amendment with original ink signatures of each person and entity.

D. Except as specifically and expressly amended, modified or supplemented as provided for in this First Amendment, all other terms of the Agreement shall remain in full force and effect, and the Agreement, as herein amended and modified, is hereby ratified and confirmed.

[Signature Page Follows]

* * * * *

IN WITNESS, WHEREOF, the parties warrant and represent that they have the full power and authority to execute this Amendment on behalf of the respective parties and have caused this Agreement to be executed by persons authorized as of the Effective Date hereof.

QUICKET SOLUTIONS, INC.

CLIENT

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Signature Page – First Amendment to Master Software and Service Agreement

QUICKET SOLUTIONS, INC.
MASTER SOFTWARE AND SERVICE AGREEMENT

Quicket Solutions, Inc., a Delaware corporation having its principal business offices at 1 S Dearborn St, FL 20, Chicago, IL 60603 (hereinafter referred to as "Quicket"), and the County of Winnebago, Illinois, a body politic and corporate, on behalf of the Winnebago County Circuit Clerk's Office, located at 404 Elm Street Rockford, IL 61101 (hereinafter referred to as "Customer"), in consideration of the mutual obligations set forth hereinafter and intending to be legally bound, hereby agree as follows:

1. DEFINITIONS. Unless otherwise specifically defined in the body of this Agreement, capitalized terms used but not otherwise defined herein shall have the meanings set forth in **Appendix 1**, Definitions, attached hereto.

2. LICENSES. Subject to the terms and conditions of this Agreement, Quicket hereby grants to Customer, and any and all authorized Users, and Customer and its authorized Users subscribe to and accept, a limited, non-exclusive, revocable (for breach) and non-transferable license to access and use the Quicket Solutions Software and Services during the Term (the "License").

2.1 Access and Use Limitation. The Quicket Solutions Software and Services may be accessed and used for the benefit of Customer and its authorized Users only. Without limitation, Customer shall not permit third parties to access or use, the Software, Documentation or other materials related to the Quicket Solutions Software and Services, except as may be required by law or a court order.

2.2 User Details.

(a) Customer shall permit only its authorized employees to register as Users and to use the Quicket Solutions Software and Services. Customer also shall ensure that all such Users comply with the limitations and restrictions in this Agreement.

(b) Only the User who is registered on a given User account may use that account to access and use the Quicket Solutions Software and Services. Customer, in its sole discretion, shall require Users to take appropriate steps, which shall be no less protective than Customer's standard operating procedures governing access to Customer's other information technology systems, to secure their passwords and any other access credentials provided to the User and required for access to the Quicket Solutions Software and Services.

(c) Customer shall be responsible for all activities that occur on any User account. Customer shall notify Quicket promptly of any known or suspected unauthorized use of any User account, User name, or password, and of any other known or expected significant breach of security or confidentiality with respect to the Quicket Solutions Software and Services or Documentation (which shall include the loss of control of any Equipment provided to Customer under this Agreement). For purposes of this provision, "significant breach" shall mean unauthorized access to and unauthorized change or download of any data in the Quicket Solutions Software and Services.

3. DELIVERY OF SOFTWARE. Quicket shall deliver Software in accordance with the project schedule outlined in the Statement of Work (SOW) or on such other date as may be agreed to by the parties. Delivery shall occur (a) by making the Software accessible for download via an FTP site or similar mechanism, or (b) Quicket may deliver the Software as a pre-

loaded application on any Equipment provided to Customer under the terms of this Agreement.

4. MAINTENANCE AND SUPPORT SERVICES; UPDATES AND UPGRADES.

(a) Maintenance and support services are included in the Quicket Solutions Software and Services subscription fees and are provided in accordance with Quicket's then current Technical Support Policy which shall be made available on the Quicket Customer Support portal. The current version of the Quicket Solutions Technical Support Policy is attached as **Appendix 2** (the "Support Policy"). Such Support Policy may be amended from time to time by prior written notice (via e-mail, support portal notifications or other available mass communication method, as reasonably determined by Quicket) provided that the Support Policy will not be amended or revised in any manner that results in any material diminution of any maintenance or support during the Term.

(b) Quicket will provide Updates and Upgrades to the Quicket Solutions Software and Services, if and when they are developed, tested and ready for delivery. Updates and Upgrades will be provided without additional charge to the Customer.

(c) Maintenance, repair and warranty service obligations and procedures pertaining to Equipment are set forth on **Appendix 4**.

(d) Notwithstanding anything to the contrary set forth in this Agreement, Updates and Upgrades do not, and shall not be deemed to include the provision of additional services, programs, modules or other expansion of services beyond those to which the Customer has subscribed. Any additional services, programs, modules or other expansion of services shall be included under this Agreement upon execution by the parties of an amendment in accordance with Section 12.4 below.

5. PROFESSIONAL SERVICES. Quicket shall supply Professional Services, as specified in a Schedule and/or a statement of work ("SOW"). The terms for the provision of Professional Services (if applicable) are outlined in **Appendix 3**. Quicket may subcontract Professional Services to third parties, provided that Quicket shall remain solely and exclusively responsible for all performance of the Professional Services under this Agreement and shall be solely and exclusively responsible for all acts and omissions of such subcontractors. Quicket will ensure that all Quicket employees and all subcontractors providing Professional Services will comply with all applicable federal, state and local laws.

6. EQUIPMENT LEASE. Quicket may supply equipment, including but not limited to tablet computers, communication devices, printers, supplies and other accessories (the "Equipment", as defined on Appendix 1) to Customer for use with the Quicket Solution Software and Services. Unless otherwise agreed by the parties, the Equipment shall be leased to Customer

under the terms and conditions set forth in the Leased Equipment Addendum attached hereto at Appendix 4.

7. FEES, BILLING AND PAYMENT.

(a) Customer shall pay Quicket the license, subscription and service fees specified in a purchase order. Customer shall also pay any expenses, as reasonably incurred and approved by Customer in connection with the applicable purchase order. Quicket will include receipts and other reasonable evidence of such expenses incurred with its invoice, and such invoices will be issued to Customer in the course of Quicket's routine monthly billing cycles. Subscription fees for the Quicket Solutions Software and Services and Equipment Lease fees will be invoiced on an annual basis, and Customer will pay such fees in accord with the Local Government Prompt Payment Act (50 ILCS 505/1 et seq.) (Prompt Payment Act).

(b) During the Term, Customer may increase or reduce the quantity of the Quicket Software and Services or Equipment. Customer shall provide written notice of the quantities of Quicket Software and Services or Equipment to be added or removed from the Agreement. Quicket will deliver the additional Quicket Software and Services or Equipment within a commercially reasonable time after receipt of the notice, if immediate delivery is requested, or on a specific delivery date agreed to by the parties. Reductions in quantities shall be permitted four times per year at the end of each calendar quarter. Changes to fees and billing required under this Section 7(b) shall occur on the next regular billing cycle after the additional Quicket Software and Services or Equipment are provided or after the reduction occurs.

8. OWNERSHIP AND CONFIDENTIALITY.

8.1 Quicket Ownership. Ownership of the Equipment, the Quicket Solutions Software and Services (excluding Customer Data), any Quicket-developed Documentation (in whole or in part), and all related Intellectual Property Rights, are the exclusive property of Quicket and its licensors. Quicket reserves all rights not expressly granted to Customer in this Agreement. There are no implied rights. Except as contemplated under this Agreement, Customer shall not (i) use, disclose or provide any Software or related Quicket Documentation (or any modifications or derivatives thereof) or any other confidential or non-public information related to Quicket's products or business, to any other party, except as permitted under this Agreement or any supporting documentation, (ii) attempt to or knowingly permit or encourage others to attempt to alter, reverse engineer, disassemble, decompile, decipher or otherwise decrypt or discover the source code to the Software except permissible by applicable law despite such prohibition, or (iii) use the Quicket Solutions Software and Services for the benefit of any third party without the express prior written consent of Quicket. Customer shall take all reasonable precautions to prevent unauthorized or improper use or disclosure of the Software by Customer, authorized Users to whom it makes the Software available, and shall not reproduce on any copies of Software, and not cause or direct the removal of any titles, trademarks, copyright and other proprietary or restrictive legends or notices.

8.2 Customer Ownership. As between Quicket and Customer, all devices (other than Equipment), Customer and other data submitted to the Quicket Solutions Software and Services by

Customer ("Customer Data") in the course of using the Quicket Solutions Software and Services, is owned by Customer and shall be considered by Quicket as Customer's Confidential Information, together with any related documentation, copies, modifications and derivatives of the foregoing and all related Intellectual Property rights in the foregoing. Unless it receives Customer's prior written consent, Quicket will not access or use any Customer Data other than as necessary to accomplish the services to be provided by Quicket. There are no implied rights. Quicket shall not (i) use, disclose or provide to any other person any Customer Data or other related Customer documentation (or any modifications or derivatives thereof) or any other confidential or non-public information related to Customer or Customer's activities, (ii) attempt to or knowingly permit others to attempt to alter, reverse engineer, disassemble, decompile, decipher or otherwise decrypt or discover Customer Data or any Customer Confidential Information, or (iii) modify any Customer Data without prior express written consent from Customer. Quicket shall take all commercially reasonable precautions to prevent unauthorized or improper use or disclosure of the Customer Data by Quicket or its employees.

8.3 Confidentiality.

(a) **"Confidential Information"** means non-public information marked "confidential" or "proprietary", or that otherwise should be understood by a reasonable person to be confidential in nature, provided by a party or on its behalf to the other party to this Agreement. All terms of this Agreement, including but not limited to fees and expenses, are considered Confidential Information of both parties however, Customer shall not be restricted from including payment amounts to Quicket in a publicly disclosed document. Customer Confidential Information includes, but is not limited to, all Customer Data and other related Customer documentation (or any modifications or derivatives thereof) and any other confidential or non-public information related to Customer's activities. Quicket Confidential Information includes, but is not limited to, the Software, Quicket-owned Professional Services Deliverables, financial information, product features, product roadmap and other non-public information regarding Quicket's business and products. Confidential Information does not include any information which is or becomes publicly available through no fault of the receiving party; is independently developed by the receiving party without use of the disclosing party's confidential and/or non-public information; or is rightfully obtained without restriction on disclosure through a chain of parties not originating in the breach of any obligation to the disclosing party.

(b) Each party agrees to: (i) use Confidential Information of the other party only as permitted under this Agreement or as requested or directed by a party to this Agreement and (ii) protect the Confidential Information using reasonable measures commensurate with those that the receiving party employs for the protection of corresponding sensitive information of its own, but in any event no less than reasonable care. Without the other party's prior written consent, each party may disclose Confidential Information to (A) its employees who reasonably require access to such Confidential Information in connection with the applicable party's performance or observance of, or exercise of its rights under, this Agreement, (B) in the case of Quicket as the receiving party, on a need to know basis to permitted subcontractors who are bound by confidentiality obligations substantially similar to those set forth in this Agreement, (C) in the case of Customer, on a need to know basis to its third party contractors who are bound

by confidentiality obligations substantially similar to those set forth in this Agreement, and (D) on a need to know basis to attorneys, accountants or other professional advisors who are bound by an ethical duty of confidentiality; (E) or as otherwise required by applicable law or a court order..

(c) Each party agrees that in the event the other party's Confidential Information is inadvertently disclosed or is compromised, the disclosing party will immediately report the same to the non-disclosing party and work with the non-disclosing party to take any reasonably required steps to mitigate any damage caused by the same.

(d) Notwithstanding any provision of this Agreement to the contrary, any portion of this Agreement required to be made public or available to the public under any applicable law shall be excepted from the definition of Confidential Information.

(e) If a receiving party is required by applicable law, statute, or regulation, subpoena, or court order, to disclose any Confidential Information belonging to the disclosing party, the receiving party shall give to the disclosing party prompt written notice of the request and a reasonable opportunity to object to such disclosure and seek a protective order or appropriate remedy. If, in the absence of a protective order, the receiving party is required to disclose such Confidential Information, it may disclose only that portion of the Confidential Information the receiving party is so compelled.

(f) Receiving party acknowledges that the disclosing party's Confidential Information constitutes valuable proprietary information and/or trade secrets and that release of such Confidential Information in violation of this Agreement may cause irreparable harm for which the disclosing party may not be fully or adequately compensated by recovery of monetary damages. Accordingly, in the event of any violation or threatened violation by the receiving party, the disclosing party may be entitled to injunctive relief from a court of competent jurisdiction in addition to any other remedy that may be available at law or in equity.

8.4 Data Sharing. In the event that any customers of Quicket determine that sharing of the customers' respective Confidential Information or data is likely to be of mutual benefit to the customers and the sharing of information and data can be effected or facilitated through the Quicket Solutions Software and Services without a violation of applicable law, such customers and Quicket may enter into a form of mutually acceptable Data Sharing and Non-Disclosure Agreement providing for the transfer of such information and data between or among such customers and authorizing Quicket to (i) facilitate such transfer, (ii) grant appropriate access to representatives of each customer to the Confidential Information and data of the other pursuant to the terms of the Data Sharing and Non-Disclosure Agreement, and (iii) such other acts as may be reasonably required on the part of Quicket to implement and manage such arrangement, including any fees and expenses associated with such Data Sharing and Non-Disclosure Agreement.

9. WARRANTY; INDEMNITY; DISCLAIMERS.

9.1 Software and Services Performance Warranty. Quicket warrants that for a period of one year following the

delivery of the Quicket Solutions Software (the "Warranty Period"), the Software and the Quicket Solutions Software and Services will perform in material conformity with all applicable end user Documentation supplied by Quicket; provided, that the Software and the Quicket Solutions Software and Services are operated in accordance with the Documentation and that Quicket receives a written claim from Customer under this limited warranty within the Warranty Period ("Warranty"). In the event of a breach of this Warranty, at Quicket's election, it shall, at no additional cost to the Customer: (a) replace or repair the affected Quicket Solutions Software and Services so it performs as warranted or, (b) if Quicket is not able to, or determines it is not commercially feasible to repair or replace the same within a reasonable period of time, terminate the License and Quicket Solutions Software and Services and credit or (at Customer's option) refund to Customer the unused, prepaid Quicket Solutions Software and Services subscription fees paid hereunder on a pro-rated basis based on the remaining period in the Term. This Warranty does not apply if Customer or any third party changes or modifies the Software without the written authorization of Quicket or if the defect is caused by use of the Software with third party software or hardware not supplied, supported, recommended or approved by Quicket for use with the Software. Customer will have access to all Documentation related to the Quicket Solutions Software and Services as set forth in the purchase order. The Documentation will describe the functionality and capabilities of the Quicket Solutions Software and Services including without limitation material information required for installation, implementation and support of the same.

9.2 Service Level Agreement. During the Term, the Quicket Solutions Software and Services shall be available for use in accordance with the Service Level Agreement ("SLA"), at **Appendix 5** attached hereto.

9.3 Professional Services Performance Warranty. Quicket further warrants that Professional Services supplied hereunder, or under any future SOW or Schedule, shall be supplied in a professional and workman-like manner consistent with general industry standards reasonably applicable to the Professional Services to be provided. All personnel performing Professional Services under this Agreement or any subsequent agreement will be sufficiently trained and knowledgeable to perform the services required, and shall meet any and all requirements necessary to perform Professional Services that are to be provided by Quicket to the Customer.

9.4 Title Warranty and Indemnity from Quicket. Quicket represents and warrants that it has full legal power and authority to grant the License, provide the Quicket Solutions Software and Services, and (if applicable) the Professional Services Deliverables under this Agreement and any subsequent agreement to the Customer. If a claim is made or an action brought that the Professional Services Deliverables, Software or the Quicket Solutions Software and Services (or any component thereof) infringes a third party Intellectual Property Right, then Quicket will defend Customer from, and indemnify and hold harmless Customer, its officials, both elected and appointed, and employees against, such claim and any resulting costs, damages and attorneys' fees arising out of or incurred as a result of such claim, together with all amounts finally awarded or agreed to in settlement, provided that (i) Customer promptly notifies Quicket in writing of the claim, and (ii) further provided that no settlement of a claim binding Customer will be

entered into without the consent of Customer; and (iii) Customer reasonably cooperates in any investigation, defense or settlement of such claim or action. The Customer may participate (at its own expense, except as described above) in any investigation, defense or settlement of such claim or action. Quicket expressly understands and agrees that any insurance protection required of Quicket, or otherwise provided by Quicket, shall in no way limit the responsibility to indemnify, keep and hold harmless and defend the Customer as hereinabove provided. Quicket's obligations under this Section are conditioned on Customer's agreement that if the Software, or the use or operation thereof or of the Quicket Solutions Software and Services, becomes, or in Quicket's opinion is likely to become, the subject of such a claim, Quicket may at its expense, either procure the right for Customer to continue using the Software, Professional Services Deliverables or the Quicket Solutions Service (as the case may be) or, at Quicket's option, replace or modify the same so that it becomes non infringing (provided such replacement or modification does not materially adversely affect Customer's intended use of the Professional Services Deliverables, Software or the Quicket Solutions Service as contemplated hereunder). If Quicket determines that neither of the foregoing alternatives are commercially feasible, Quicket may terminate the Quicket Solutions Service and the License as applicable and, in such case, Customer will return any Software and Equipment in its possession or control upon written request by Quicket and Quicket will credit or (at Customer's option) refund the Customer any unearned, prepaid fees for the Quicket Solutions Software and Services. Quicket's obligation to indemnify and hold harmless Customer under this provision shall expire on the fifth anniversary of the termination or expiration of this Agreement. Quicket shall have no liability for any claim based upon (a) use of the Software or service other than as expressly authorized by this Agreement or any subsequent agreement or as contemplated by the Documentation, (b) the combination, operation or use of any Software with materials not supplied by Quicket or authorized for use by Quicket, or not otherwise contemplated by this Agreement or the Documentation, if such claim would have been avoided by use of the Software alone. THE FOREGOING STATES THE SOLE REMEDY OF CUSTOMER AND THE ENTIRE OBLIGATION OF QUICKET WITH RESPECT TO ANY CLAIM OF INFRINGEMENT OF ANY THIRD PARTY INTELLECTUAL PROPERTY RIGHTS.

9.5 Intentionally Omitted.

9.6 Indemnity from Customer. To the extent not prohibited by applicable law, if a third party claim is made against Quicket or any of its affiliates or their respective contractors or personnel (for purposes of this Section 9.6, collectively "Quicket") that relates to or arises out of: (i) Customer's negligent actions or omissions (ii) breaches of this Agreement (iii) violations of applicable law; or (iv) Customer Data Customer will indemnify Quicket and hold it harmless against such claim and resulting costs, damages (excluding attorneys' fees) finally awarded or agreed to in settlement, provided that (i) Quicket promptly notifies Customer in writing of the claim, and (ii) further provided that no settlement of a claim binding Quicket will be entered into without the consent of Quicket; and (iii) Quicket reasonably cooperates at its own expense in any investigation, defense or settlement of such claim or action. Quicket may participate (at its own expense, except as described above) in any investigation, defense or settlement of such claim or action.

9.7 Data Security and Privacy.

(a) Unless it receives Customer's express written consent, Quicket will not give any third party access to Customer Data other than as required to accomplish the terms of this Agreement, as required by law, or as instructed by Customer in writing. Quicket shall (i) institute and comply with industry-standard practices for systems security which are reasonably sufficient to protect Customer Data from improper access, loss, alteration or destruction, and (ii) access Customer's computer systems, if access is provided, only for the limited purpose of, and only for that period of time necessary for, fulfilling its obligations hereunder. Quicket shall maintain (a) a current detailed disaster recovery and business continuity plan and (b) written information security plan, which shall be provided to the Customer prior to the execution of this Agreement; and Quicket shall review and update or otherwise modify as industry-standard practices require such plans not less than once a calendar year during the Term. All updates or modifications to the aforementioned plans shall be provided to the Customer within seven (7) days of Quicket's adoption of a final revision, amendment or restatement of such plan. In compliance with applicable law, but in no less than a commercially reasonable time in accordance with the circumstances, Quicket shall promptly inform Customer whenever it knows or reasonably believes a security breach has compromised, or is likely to compromise, Customer Data and will cooperate with Customer in investigating such breach, including making available all relevant records, logs, and files as reasonably requested by Customer. In the event of any actual breach of data security and unauthorized access to Customer Data, Quicket shall: (i) immediately notify Customer within twenty-four (24) hours of the identification of the breach of data security and (ii) provide a Quicket point of contact, available to Customer by telephone, text or email, with a response time of not more than two (2) hours after delivery of the notice, until such time as the root cause of the data security breach is identified and the vulnerability fixed. All reasonable costs of providing notice to potentially affected persons pertaining to the breach shall be paid for by the party responsible for the vulnerability leading to the breach or otherwise at fault for the breach. The parties shall consult and mutually agree to the list of affected persons and content of any such notices to be delivered to such affected persons; provided, that, if the parties are unable to agree to the content of any notice within a reasonable time after the notice of breach, Customer may determine, in its sole discretion, the list of persons to whom notice is to be sent and the content of such notices. The costs of any remediation and repair to the data security systems and procedures of either Quicket or Customer shall be paid by the party at fault for the root cause of the data security breach. Customers of the Quicket Solutions Software and Services, including Customer, are responsible for ensuring that the nature of the data collected, transmitted through and/or stored in the Quicket Solutions Software and Services and Customer's use thereof shall comply with applicable laws. The parties acknowledge that Customer is solely responsible for populating and entering all Customer Data in the Quicket Solutions Software and Services and Quicket has no control over the integrity of the data collected and input through Customer's use of the Quicket Solutions Software and Services. Customer shall have access to the Quicket Solutions Software and Services in order to store, retrieve or export Customer Data; and upon any termination or expiration of this Agreement, Customer shall be entitled to the Customer Data Access Period for the purpose of allowing Customer to complete a final export of the Customer Data, and thereafter Quicket shall destroy all electronic copies of Customer Data remaining in Quicket's possession, custody or control and purge any media that previously housed the Customer Data. During the Term of this Agreement and the Customer Data Access Period, Customer

will have access to Customer Data within the Quicket Solutions Software and Services and will have the ability to download its Customer Data at any time as part of the Quicket Solutions Software and Services functionality. Quicket represents and warrants that its collection, access, use, storage, disposal and disclosure of Confidential Information does and will comply with all applicable federal, state and local privacy and data protection laws, as well as all other applicable regulations and directives.

(b) Quicket shall host the Quicket Solutions Software and Services at a facility that meets the standards of ISO270001 and is certified at least to SAS70 and/or SSAE16 standards, or a substantially similar successor standard, and will have industry standard physical, technical and administrative data security infrastructures in place, and be CJIS approved and compliant. Quicket currently uses Amazon Government Cloud for its third party hosting subcontractor and will not make any changes to a third party hosting subcontractor arrangement that decreases security infrastructure from that in place as of the date of this Agreement. Quicket Solutions Software and Services are intended only for use in the United States, and Quicket does not warrant or represent that the Quicket Solutions Software and Services are or will become EU Safe Harbor Certified. In the event Quicket is unable to meet the standards or procure the certifications set forth in this Section 9.7(b), then such event shall be deemed a material breach, and Customer may terminate this Agreement in accordance with its terms.

(c) Transmission of Customer Data through the Quicket Solutions Software and Services shall utilize industry standard and the Federal Bureau of Investigation Criminal Justice Information Services Division certified encryption techniques. In the event Quicket processes or accepts third party payments made to or for the benefit of Customer, Quicket shall meet or exceed all applicable Payment Card Industry ("PCI") standards and maintain PCI certification of its payment application, platform or portal.

(d) If a third party claim or action is brought against Customer as a result of any security breach that results in misuse or improper access to any Customer Data due to Quicket's or its applicable vendor(s) acts or omissions, Quicket will defend, indemnify and hold harmless Customer and against such third party claim and any resulting costs, damages and attorneys' fees arising out of or reasonably incurred as a result of such claim, together with all amounts finally awarded or agreed to in settlement as a result of such claim, provided that (i) Customer promptly notifies Quicket in writing of the claim, and (ii) provided that no settlement of a claim binding Customer will be entered into without the consent of Customer as applicable and provided that Customer may participate in the defense and settlement of any such claim at its own cost; (iii) Customer reasonably cooperates in any investigation, defense or settlement of such claim or action. Quicket shall procure insurance coverage for any claims made by third parties as described in the Section 9.7(c), and Quicket shall provide an endorsement to such insurance policy which names Customer as an additional insured. Such insurance coverage shall be primary and non-contributory as to all other Customer's insurance.

9.8 Viruses and Disabling Code. Quicket shall use commercially reasonable efforts to ensure that Software is scanned prior to delivery to Customer, using industry standard commercially available scanning software, in order to ensure that there are no known computer viruses, malware, or similar malicious code or items in the Software on delivery to Customer.

The Quicket Solutions Software and Services, upon delivery, (i) will not contain any back doors, trap doors, worms, or any other disabling devices designed to interfere with Customer's normal and permitted operation of the Quicket Solutions Software and Services, and (ii) will not permit the access or control of any Customer hardware, network, software or device by any party other than Customer, except as contemplated in the Documentation.

10. LIMITATION OF LIABILITY.

10.1 Damages Cap. Except with respect to Quicket's and Customer's indemnification obligations under Sections 9.4 and 9.6 and 9.7(d): each party's confidentiality obligations under Section 8.3; or each party's gross negligence or willful misconduct, and except as set forth in Sections 9.2 and 9.3, and regardless of the form of action (whether in contract, tort, breach of warranty or otherwise) and notwithstanding any other provisions of this Agreement IN NO EVENT SHALL QUICKETS (OR ITS LICENSORS' OR SUPPLIERS') OR CUSTOMER'S MAXIMUM, CUMULATIVE LIABILITY FOR ALL DAMAGES HEREUNDER EXCEED THE TOTAL AMOUNT OF FEES PAID (AND IN CUSTOMER'S CASE PAID OR PAYABLE) HEREUNDER IN THE TWELVE MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO DAMAGES FOR THE PRODUCT OR SERVICE THAT CAUSED THE DAMAGE.

10.2 Consequential Damages. IN NO EVENT SHALL QUICKET (OR ANY OF ITS LICENSORS OR SUPPLIERS) OR CUSTOMER BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY, SPECIAL OR INDIRECT DAMAGES (INCLUDING BUT NOT LIMITED TO LOST PROFITS AND LOSS, DAMAGE OR DESTRUCTION OF DATA) EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF THE SAME AND EVEN IF A PARTY ASSERTS OR ESTABLISHES A FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDY PROVIDED IN THIS AGREEMENT. Some states do not allow the exclusion or limitation of incidental or consequential damages under certain circumstances and the above exclusion or limitation may not apply

11. TERM AND TERMINATION.

11.1. General. This Agreement shall become effective upon execution by authorized representatives of both Quicket and Customer (the "Effective Date") and shall continue in effect until the earlier of expiration or termination of this Agreement.

11.2 Termination for Cause. Either party may terminate this Agreement (including any License granted therein), in the event of a material breach of this Agreement by the other party that is not cured within thirty (30) days after receipt of written notice from the non-breaching party to the breaching party; provided, however, that either party may terminate this Agreement immediately, and without any opportunity to cure, in the event of a breach of Section 8 of this Agreement. If Customer terminates this Agreement due to Quicket's uncured breach, Quicket will refund prepaid amounts on a prorated basis based on the effective date of termination.

11.3 Termination for Convenience. Either party may terminate this Agreement for such party's convenience and

without cause upon written notice to the other party at least ninety (90) days in advance of the termination date.

If no funds or insufficient funds are appropriated and budgeted in any fiscal period of the Customer for payments to be made under this Agreement, then the Customer will notify Quicket in writing of that occurrence, and this Agreement will terminate on the earlier of the last day of the fiscal period for which sufficient appropriation was made or whenever the funds appropriated for payment under this Agreement are exhausted. No payments will be made to Quicket under this Agreement beyond those amounts appropriated and budgeted by the Customer to fund payments under this Agreement.

11.4 Effect of Termination.

(a) Upon termination or expiration of this Agreement or termination or expiration of a specific Schedule, Customer shall make no further use of the affected Quicket Solutions Software and Services or Equipment and shall within ten (10) days deliver to Quicket or destroy the original and all copies of such Software and return the affected Equipment to Quicket or make such Equipment available for pick-up by Quicket. Customer may retain a copy of any terminated or expired Software solely for archival purposes. Termination or expiration shall not affect any rights accrued prior thereto.

(b) Upon any termination or expiration of this Agreement, Quicket shall make the Quicket Solutions Software and Services available to Customer during the Customer Data Access Period for Customer to complete a final export of the Customer Data. In the alternative, Quicket may determine to provide the export of Customer Data in a form and format reasonably available to or usable by Customer.

12. MISCELLANEOUS.

12.1 Insurance. Quicket has provided Customer with a memorandum of insurance evidencing the policies, coverages and applicable limits of insurance procured by Quicket and in force at the time this Agreement is executed. Quicket warrants to Customer that it will not reduce coverages or limits during the Term.

12.2 Export; Government Restricted Rights. Customer acknowledges that the export of any Software is or may be subject to export or import control and Customer agrees that any Software or the direct or indirect product thereof will not be exported (or re-exported from a country of installation) directly or indirectly, unless Customer obtains all necessary licenses from the U.S. Department of Commerce or other agency as required by law. Customer may request, from time to time, that Quicket provide Customer with reasonably available information applicable to the Quicket Solutions Software and Services to facilitate compliance with this Section 11.2, including applicable export classifications and designations. If Customer or any of its end users are a U.S. federal government end user, the Quicket Solutions Software and Services are a "Commercial Item" as that term is defined at 48 C.F.R. §2.101, consisting of "Commercial Computer Software" and

12.8 Audit Rights; Usage Verification.

(a) No more than once in any twelve (12) month period, upon thirty (30) days prior written notice to Customer, Quicket shall have the right, for purposes of verification of Customer's compliance with this Agreement,

"Commercial Computer Software Documentation", as those terms are used in 48 C.F.R.

§12.212 or 48 C.F.R. §227.7202. Consistent with 48 C.F.R. §12.212 or 48 C.F.R. §227.7202-1 through 227.7202-4, as applicable, the Quicket Solutions Software and Services are licensed to such Customer and end users only with those rights as expressly provided under the terms and conditions of this Agreement.

12.3 Non-Assignment. Neither party may sell, assign, or otherwise transfer to any third party this Agreement or any of its rights or obligations hereunder without the prior written consent of the other party. Notwithstanding the foregoing, Quicket may assign this Agreement, in whole and not in part, without such consent to an Affiliate or to a successor in interest by merger or acquisition of substantially all assets of Quicket's business, with the written consent of the Customer, which consent shall not be unreasonably withheld. Any purported assignment in violation of this Section will be void.

12.4 Entire Agreement. This Agreement sets forth the entire agreement between the parties with respect to the subject matter hereof, supersedes all other oral and written representations, understandings, proposals and other communications between the parties, and is binding upon the parties and their permitted successors and assigns. This Agreement may be modified or amended only by a written instrument executed by the authorized representatives of both of the parties. This Agreement shall apply to all Software and services ordered by Customer or delivered to Customer by Quicket.

12.5 Relationship of Parties. Quicket and Customer *are* independent contractors, and nothing in this Agreement shall be construed as making them partners or as creating the relationships of employer and employee, master and servant, or principal and agent between them, for any purpose whatsoever. Neither party shall make any contracts, warranties or representations or assume or create any other obligations, express or implied, in the other party's name or on its behalf.

12.6 Third Party Products. Third party software products and programs supplied or made accessible under this Agreement, including by way of example software that is part of the Service infrastructure such as database, back-up, storage, and firewall software, are licensed under this Agreement for use solely with the Quicket Solutions Software and Services as authorized under this Agreement, and are subject to the confidentiality and non-assignment provisions of this Agreement. Certain portions of the Software may include open source or third party program(s) that are subject to the license terms and notifications found in the "About" box documentation included within the Software, as updated from time to time and posted on the Quicket website. Such program(s) are not subject to the warranty and indemnity provisions of this Agreement.

12.7 Intentionally omitted.

to access the User data within the Quicket Solutions Software and Services. Customer acknowledges that the Quicket Solutions Software and Services may at the date of this Agreement or in subsequent releases include password protection, anticopying subroutines or other security measures designed to monitor the usage of the Software for license management purposes. Under no

circumstances may Quicket employ any such measure to interfere with Customer's normal and permitted operation of the Quicket Solutions Software and Services. Any audit performed shall not disrupt the operations and functions of the Customer. Audits will have minimal to no impact upon the system. Any audit shall not last more than one regular business day of eight (8) hours.

(b) Upon request by Customer, Quicket agrees to complete, within sixty (60) days of receipt, a security audit questionnaire provided by Customer.

12.9 Service Locations. All Professional Services shall be performed within the United States. Customer's Quicket Solutions Software and Services environments, and all Customer Data under Quicket's possession or control, shall be provisioned in Quicket's data center in the United States.

12.10 Miscellaneous. In no event shall either party be liable for any delay or failure to perform under this Agreement, which is due to causes beyond the reasonable control of such party and without such party's fault or negligence; provided that the affected party notifies the unaffected party as soon as

reasonably possible, and resumes performance hereunder as soon as reasonably possible following cessation of such force majeure event. To the extent that any provision of this Agreement is found to be void or unenforceable, such provision shall be without effect and the remainder of the Agreement shall be enforced to the full extent of the law. This Agreement shall be governed by, and interpreted and enforced in accordance with, the substantive laws of the State of Illinois without regard to its conflict of laws principles. Quicket hereby irrevocably submits, and will cause its subcontractors to submit, to the original jurisdiction of those State or Federal courts located within the County of Winnebago, State of Illinois, with regard to any controversy arising out of, relating to, or in any way concerning the execution or performance of this Agreement. The parties agree that the United Nations Convention on Contracts for the International Sale of Goods shall not apply to any transaction between the parties. All notices given under this Agreement shall be in writing. Any notice under this Agreement if delivered by hand, sent by facsimile, or mailed via overnight courier, shall be deemed given on the business day following the sending of such notice, and any notice sent via mail shall be deemed given on the third business day following the mailing of any such notice, postage paid, to the address set forth above.

EACH PARTY ACKNOWLEDGES THAT IT HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

Quickel Solutions, Inc.

Customer:

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Appendix 1

Definition Appendix

"Agreement" means this Master Software and Service Agreement, together with the following documents and any Schedules:

- (a) Definitions, Appendix 1
- (b) Technical Support Policy, Appendix 2
- (c) Professional Services Terms, Appendix 3
- (d) Leased Equipment Addendum, Appendix 4
- (e) Service Level Agreement, Appendix 5
- (f) Statement of Work, dated October 27, 2025.

"Customer Data" means all data submitted to the Quicket Solutions Software and Services by Customer or its authorized Users ("Customer Data") in the course of using the Quicket Solutions Software and Services, including any related documentation, copies, modifications and derivatives of the foregoing and all related copyright, patent, trade secret and other proprietary rights therein.

"Customer Data Access Period" means a period of no less than ninety (90) days immediately following the termination or expiration of this Agreement during which Customer is allowed to complete a final export of Customer Data.

"Documentation" means Quicket materials describing the Quicket Solutions Software and Services, including, but not limited to, product technical manuals and online information (including online versions of the technical manuals) and help facility descriptions.

"Equipment" means any tablet computers, communication devices, printers, supplies and other accessories provided to Customer by Quicket for use with the Quicket Solutions Software and Services.

"Error" means a defect which causes the Software not to perform substantially in accordance with the specifications set forth in the Documentation and which can be reproduced or replicated in regular usage by Customer and Quicket.

"Error Correction" means the use of reasonable commercial efforts to remedy an Error.

"Intellectual Property" means technology, ideas, processes, methodologies, innovations, inventions, discoveries, works of authorship, data, know-how, trade secrets, and software and firmware, including source code and object code.

"Intellectual Property Rights" means (i) patents and patent applications, worldwide, including all divisions, continuations, continuing prosecution applications, continuations in part, reissues, renewals, reexaminations, and extensions thereof and any counterparts worldwide claiming priority therefrom; utility models, design patents, patents of importation/continuation, and certificates of invention and like statutory rights; (ii) copyrights, trademarks (including service marks), trade names, logos, domain names, industrial designs; (iii) rights relating to innovations, know-how, trade secrets, know-how of confidential, technical, and non-technical information; (iv) moral rights, mask work rights, author's rights, and rights of publicity; and (v) other industrial, proprietary and Intellectual Property related rights anywhere in the world, that

exist as of the date of the Agreement or thereafter come into existence, and all renewals and extensions of the foregoing, regardless of whether or not such rights have been registered with the appropriate authorities in such jurisdictions in accordance with the relevant legislation.

"License" means a license to use the Software and/or Quicket Solutions Software and Services, as defined in Section 2 of the Agreement.

"MSSA" means the Master Software and Service Agreement. **"Previous Sequential Release"** means a release of Software which has been replaced by a subsequent Release of the same Software. A Previous Sequential Release will be supported by Quicket for a period of only one (1) year after release of the subsequent Release.

"Professional Services" means those services to be provided by Quicket to Customer and which (i) are not specifically included under the Master Software and Service Agreement, and (ii) are set forth in a separate SOW or agreement between Quicket and Customer. Professional Services may include, but are not limited to, set-up services, configuration and/or implementation services and/or other consulting services.

"Professional Services Deliverables" means any software, modifications to software, configurations, documentation, reports or other work product developed and delivered by Quicket to Customer under a Professional Services project.

"Quicket Solutions Software and Services" means the Software and the Quicket Solutions cloud-based hosted service for access to the Quicket web-based and mobile applications as specified in the applicable Schedule, purchase order or other ordering document.

"Schedule" means an addendum, appendix, amendment or other writing titled as a schedule and attached to or included in this Agreement, when signed by both parties from time to time that, when completed, sets forth the features, term, quantities, scope and fees associated with the purchase of a License or Licenses to Software, a Quicket Solutions Software and Services subscription, leasing of Equipment, or the description and fees associated with the purchase of Professional Services under Appendix 3 hereof.

"Software" means the standard version of the software program or programs marketed and licensed by Quicket. Software includes machine readable (object) code, except for certain Software which Quicket may elect to supply in source code format. Software includes any Updates or Upgrades of the Software, as defined in this Appendix, applied by Quicket to the Quicket Solutions Software and Services during the Term.

"SOW" or "Statement of Work" means a Schedule or other separate document referencing this Agreement and signed by both parties from time to time that sets forth Professional Services to be supplied by Quicket and which may contain certain other terms related to the provision of such Professional Services, the Quicket Solutions Software and Services and/or Equipment that are agreed between the parties.

"Suggestions" shall mean a royalty-free, worldwide, transferable, sublicensable, irrevocable, perpetual license for Quicket to use or incorporate into the Quicket Solutions Software and Services any suggestions, enhancement requests, recommendations or other feedback provided by Customer, including its Users, relating to the operation of or use of the Quicket Solutions Software and Services.

"Support Policy" has the meaning set forth in Section 4.

"Telephone Support" means technical, telephone assistance provided by Quicket to Users. Standard Telephone Support is provided during the hours of 9:00 am and 5:00 pm Central Standard Time, excluding Quicket recognized holidays.

Quicket will provide additional non-standard 24/7 telephone support. Any response to requests for support outside of the standard support hours will be on a **six** (6) hour response time, measured from the time the call is placed to Quicket.

"Tenn" means the period commencing on the delivery of the Software and Equipment to Customer and ending to 12:01 am local time on the first anniversary hereof (the **"Initial Term"**); This Agreement shall automatically renew for successive one-year periods, each of which renewals shall be part of the Term, unless either party notifies the other that such party declines to renew the Agreement at least one hundred eighty (180) days prior to the end of the then current Term. Notwithstanding any automatic renewal of the Agreement, either party may terminate the Agreement in accordance with its terms.

"Updates" mean error corrections, fixes, workarounds or other maintenance releases of the Quicket Solutions Software and Services.

"Upgrades" mean new releases or versions of the Quicket Solutions Software and Services that provide enhancements, modifications or improvements to the features or functionality; for purposes of this Agreement, "Upgrades" shall also include new features which are made generally available to all customers purchasing the Quicket Solutions Software and Services and for which Quicket does not charge any customer additional incremental fees.

"User" means an individual who is an employee of Customer with authorized access by Customer to and use of the Quicket Solutions Software and Services the shorter of: (i) during the course of such User's employment with Customer or (ii) the Term.

"Workaround" means a change in the procedures followed or data supplied by Quicket to avoid an Error without substantially impairing use of Quicket Solutions Software and Service.

Appendix 2

Technical Support Policy

The following details Quicket's current Technical Support Policy regarding the Quicket Solutions Software and Services. Updates to Quicket's Technical Support policies will be accessible at Quicket's website, under "support".

Third Party Software is specifically excluded from the terms set forth in this Appendix (but this exclusion does not pertain to the software interfaces and port-sets developed by Quicket that enable the link between the Software and the Third Party Software).

Unless otherwise defined herein, capitalized terms used in this Appendix shall have the same meaning as set forth in the MSSA to which this Appendix 2 is attached.

1. SUPPORT SERVICES

1.1 Coverage. For so long as Customer is current in the payment of the Service Fees under the Agreement between Quicket and Customer, Quicket agrees that it shall use its diligent commercial efforts to provide support services to Customer as follows:

1.1.1 Error Correction and Telephone Support provided to Users concerning use of the Quicket Solutions Software and Service.

1.2.2 Releases, Versions and Updates which consist of one copy of published revisions to the Documentation relating to the Services.

1.2 Error Priority Levels. Quicket shall exercise commercially reasonable efforts to correct any Error reported by Customer's Qualified Individuals in the current, unmodified release of Software in accordance with the following priority level reasonably assigned to such Error by Quicket:

1.2.1 Priority A Error: means an Error which renders the Quicket Solutions Software and Service inoperative or causes the Quicket Solutions Software and Service to fail catastrophically. Quicket shall promptly: (i) assign Quicket engineers to correct the Error; (ii) within twenty four (24) hours of receipt of the Error report, attempt to identify the nature of the Error and notify Customer's Qualified Individuals of a commitment date by which Workaround or Error Correction shall be provided, which date shall be as soon as reasonably possible with Quicket's best efforts; (iii) notify Quicket management that such Errors have been reported and of steps being taken to correct such Error(s); (iv) provide Customer's Qualified Individuals with periodic reports on the status of the corrections; and (v) provide Customer's Qualified Individuals with a Workaround or Error Correction.

1.2.2 Priority 8 Error: means an Error which substantially degrades the performance of Quicket Solutions Software and Service or materially restricts Customer's use of the Quicket Solutions Software and Service. Quicket shall, promptly: (i) assign Quicket engineers to correct the Error; (ii) within twenty four (24) hours of receipt of the Error report, notify

Customer's Qualified Individuals of the engineers assigned to the Error report; (iii) within one (1) week of receipt of the Error report, attempt to identify the nature of the Error and notify Customer's Qualified Individuals of a commitment date by which an Error Correction shall be provided, which date shall be as soon as reasonably possible with Quicket's best efforts. Quicket shall exercise commercially reasonable efforts to include an Error Correction in the next regular Software maintenance Update.

1.2.3 Priority C Error: means an Error which causes only a minor impact or restricts Customer's use of Quicket Solutions Software and Service. Quicket shall (i) assign Quicket engineers to correct the Error; (ii) within twenty four (24) hours of receipt of the Error report, notify Customer's Qualified Individuals of the engineers assigned to the Error report; and (iii) within two (2) weeks of receipt of the Error report, attempt to identify the nature of the Error and notify Customer's Qualified Individuals of a commitment date by which an Error Correction shall be provided, which date shall be as soon as reasonably possible with Quicket's best efforts. Quicket may include an Error Correction in the next Version of the Product.

1.3 Other Errors. If Quicket believes that a problem reported by Customer may not be due to an Error in the Quicket Solutions Software and Service, Quicket will so notify Customer's Qualified Individuals. At that time, Customer may: (i) instruct Quicket to proceed with problem determination as set forth below or (ii) instruct Quicket that Customer does not wish the problem pursued at its expense.

1.4 General Telephone Support. For general questions pertaining to the operation of the Quicket Solutions Software and Services or the Equipment, Quicket will provide a telephone help desk number and will respond to calls made by Customers in accordance with the applicable level of support. For all Customers, Quicket's standard level of Telephone Support is provided during the hours of 9:00 am and 5:00 pm Central Standard Time, excluding Quicket recognized holidays. Customers subscribing to the standard Telephone Support shall receive a return call the same day; calls made after 6:00 pm Central Standard Time shall receive a return call the following day. Customers purchasing non-standard Telephone Support will receive a return call within four (4) hours from the time the call is placed to Quicket.

1.5 Limitations of Support. Quicket shall have no obligation to support: (i) Quicket Solutions Software and Service that is not the then current release or the Previous Sequential Release; or (ii) Quicket Solutions Software and Service problems caused by Customer's modification, abuse or misapplication, use of the Software other than as specified in the Documentation or other causes beyond the reasonable control of Quicket.

3. CUSTOMER'S RESPONSIBILITIES

3.1 Procedures. Customer shall take reasonable measures to ensure that its Users shall read, comprehend and follow operating instructions and procedures as specified in, but not limited to the Documentation and other correspondence related to the Quicket Solutions Software and Service, and follow procedures and recommendations provided by Quicket support personnel in an effort to correct Errors.

3.3 Notification of Errors. Customer shall notify Quicket of Errors in accordance with the then-current Quicket Error and problem reporting procedures. If Quicket believes that a problem

reported by Customer may not be due to an Error in the Software or provision of Services, Quicket will so notify Customer.

4. WARRANTY

4.1 Limited Warranty. Quicket warrants that Support Services will be performed with the same degree of skill and professionalism as is demonstrated by like professionals performing services of a similar nature.

5. SUPPORT POLICY CHANGES

5.1 This Schedule sets forth Quicket's policy with respect to the provision of support in force as of the Effective Date. Customer acknowledges that these terms are subject to change in accordance with Section 4(a) of the MSSA.

Appendix 3

Professional Services Terms

1. SERVICES.

Quicket will provide Professional Services pursuant to Schedule(s) and/or SOW(s) executed by the parties and referencing this Agreement. Unless the parties expressly agree in writing to the contrary, the Professional Services do not include maintenance and/or support services for any Professional Services Deliverables. Customer may separately purchase from Quicket maintenance and/or support services for such deliverables or work product on a time and materials basis as set forth in an applicable Schedule or SOW as agreed to by the parties.

2. CHANGE REQUESTS. Either party may request a change to an SOW or Schedule of Professional Services, and for such purpose shall submit to the other party a written notice ("Change Request") setting forth the requested change and the reason for such request. Within five (5) business days (or such other period of time as agreed by the parties) after the receipt of such Change Request, the parties shall discuss the necessity, desirability and/or acceptability of the Change Request. When and if both parties have agreed in writing upon the changes, and any resulting change in the estimated fees for the project, the parties shall complete and execute a new SOW or Schedule.

3. CHARGES FOR SERVICES. Customer shall pay to Quicket the fees set forth in the SOW(s) or Schedule(s) for the Professional Services. Unless explicitly stated otherwise in writing in an SOW or Schedule or any other document, all such listed Professional Services fees are estimates only, and are billed on a time and materials basis at rates agreed upon in writing by the parties for the Professional Services. Quicket will give prior notice to Customer if Quicket reasonably believes the Professional Services will not be completed within the estimate provided and the parties will enter into an appropriate Change Request as necessary and as agreed by the parties. Professional Services will be invoiced in accordance with Section 7 of the MSSA.

4. SUSPENSION OR TERMINATION OF PROFESSIONAL SERVICES. Customer may terminate a particular Professional Services engagement on one hundred eighty (180) days prior written notice, which notice shall specify the exact date of termination. Either party may terminate a particular Professional Services engagement on ten (10) days prior written notice in the event of a material breach by the other party that is not cured within such ten (10) day period, except for term based Professional Services such as hosting services purchased for a specific term which may be terminated only as provided in the applicable SOW or Schedule. In the event of such a suspension or termination, Customer shall continue to be obligated to pay all Professional Services fees due for Professional Services rendered prior to such suspension or termination, provided such services were provided in accordance with this Agreement and the applicable SOW or Schedule.

5. ACCESS TO CUSTOMER'S PROPERTY AND COMPUTERS. Upon Quicket's request, Customer agrees to provide Quicket access to any Equipment and, if necessary, Customer's computer(s) via remote data communication and, upon Quicket's written request, by visits to Customer's site as

reasonably required to perform the Professional Services pursuant to any Schedule or SOW and Quicket will abide by Customer's security and safety regulations and policies,

provided in advance to Quicket, and which are applicable to such access. Any access under this provision shall not disrupt the operations of the Customer and will have minimal to no impact upon the Customer's information technology systems.

6. LICENSE: OWNERSHIP.

6.1 Quicket hereby grants to Customer a non-exclusive, non-transferable license to use the "Quicket-owned Professional Services Deliverables" (as defined in Section 6.3 below) delivered to Customer, solely in conjunction with, and consistent in scope with, Customer's permitted use of the Quicket Solutions Software and Services under this Agreement.

6.2 To the extent that any Quicket-owned Professional Services Deliverables are delivered to Customer by Quicket in source code format then Quicket hereby grants to Customer a limited license to copy and to modify such source code, and to compile such source code into object code, but solely in connection with, and only to the extent necessary for, Customer's maintenance and support of the Quicket-owned Professional Services Deliverables hereunder and for no other purpose. The license grant in this Section 6.2 is subject to any limitations set forth in Section 6.1 above.

6.3 Quicket retains ownership of all information, Software and other Intellectual Property owned by it prior to this Agreement or which Quicket develops independently of this Agreement ("Quicket Preexisting Property"). Unless otherwise agreed by the parties in an applicable SOW, and subject to the license grant provided in Section 6.1 above, Quicket shall retain ownership of all Quicket Preexisting Property and any deliverables delivered by Customer pursuant to an applicable SOW or separate agreement. ("Quicket-owned Professional Services Deliverables"). All such information shall be treated as Quicket's Confidential Information in accordance with Section 8.3 of the Agreement. Quicket may utilize any and all methods, computer software, know-how or techniques related to programming and processing of data, developed by it while providing the Professional Services and may incorporate the work product in future releases of any of its software, provided the same does not incorporate or include any Customer Data, or Customer's Confidential Information. Quicket will have sole discretion as to whether and how to implement any Suggestions into the Software.

6.4 Customer Ownership.

(a) Customer retains ownership of all information, systems, software and other property owned by it prior to this Agreement or which it develops independently of this Agreement, including without limitation all Customer Intellectual Property and Customer Confidential Information {"Customer Independent IP"). The parties acknowledge and agree that Quicket shall not modify, adapt or create derivative works of the Customer Independent IP under this Agreement, and if any such work product is anticipated, the parties shall enter into a mutually agreed upon amendment to this Agreement to contemplate such work, which will reflect that Customer shall own such work product.

(b) Quicket hereby grants to Customer and its Affiliates a non-exclusive, non-transferrable, worldwide license to use and implement any ideas, modifications, or suggestions it proposes, creates, or authors relating to the Customer Independent IP. Customer will have sole discretion as to whether and how to implement any such ideas, modifications, or suggestions into the Customer Independent IP.

7. STAFFING. Quicket shall have sole discretion regarding staffing for the Professional Services, including the assignment or reassignment of its Professional Services personnel. In addition, Quicket may, at Quicket's sole responsibility, retain one or more sub-contractors to provide all or a portion of the Professional Services subject to prior written notice to Customer and provided Quicket remains solely responsible for the same as contemplated by Section 5 of the Agreement to which this Appendix 3 is attached. Customer shall have the sole discretion to deny the use of a particular subcontractor. Customer shall provide at least one mutually acceptable contact person to communicate all product development-related activities, and matters concerning the Professional Services, to Quicket. Notwithstanding any provision of this Appendix or any Addenda, SOW or Schedule to which this Appendix is attached or relates, Quicket represents and warrants that all Quicket employees and all subcontractors providing Professional Services (or other services) pursuant to this Agreement will meet all requirements established by applicable law pertaining to citizenship, U.S. residency or other applicable criteria, including requisite background checks and meet any and all personnel requirements agreed to between the Parties.

Appendix 4

Leased Equipment Addendum

1. **Lease:** Quicket Solutions, Inc. ("Quicket") is providing Customer certain Equipment, as defined in the Agreement, and as set forth in a purchase order, SOW or other ordering document entered into by the parties in connection with the Agreement. This Leased Equipment Addendum applies to the delivery, possession and maintenance of the Equipment. Customer agrees that all such Equipment is leased from Quicket and that Quicket is the owner of the Equipment. This Equipment Lease Addendum commences on the date the Equipment is delivered to Customer, and all lease payments are included in the total fees set forth on the purchase order or other ordering document.

2. **Equipment Use, Maintenance and Warranties:** (a) Quicket leases the Equipment to Customer "AS IS" AND EXCEPT AS OTHERWISE STATED HEREIN, MAKES NO WARRANTIES, EXPRESSOR IMPLIED WITH REGARD TO THE EQUIPMENT, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Notwithstanding the disclaimers set forth in the immediately preceding sentence, Quicket specifically warrants that the Equipment is fit for use with the Quicket Solutions Software and Services, as defined in the Agreement. Quicket will hold for the benefit of, or transfer to, Customer, at Customer's option, any manufacturer warranties included with any such Equipment. Unless otherwise specified in the Agreement, the SOW or other ordering document, Customer is required to keep the Equipment repaired and maintained in good working order and as required by the manufacturer's warranty.

(b) During the Term, Quicket will be responsible for maintenance and/or service of the Equipment in accordance with the following:

(i) In the event Quicket holds the manufacturer's warranty on any Equipment, then in the event of a claim under the applicable manufacturer's warranty, Customer shall return the Equipment to Quicket, in the manner as Quicket may reasonably direct, with a written description of the damage, malfunction or other problem experienced with the Equipment;

(ii) For any Equipment which is no longer covered by the manufacturer's warranty, then Quicket agrees that Quicket will be responsible for maintenance and service of such Equipment until Quicket and Customer determine to remove such Equipment from Service or the Agreement expires or is otherwise terminated, subject to the exceptions set forth in subparagraph (iv) below;

(iii) In the event that any Equipment malfunctions, is (A) damaged or destroyed, whether or not covered by the manufacturer's warranty at the time of such malfunction damage or destruction (i.e., such malfunction, damage or destruction is caused by other than routine wear and tear) and (B) the repair or replacement of such Equipment is not or would

not be covered under the applicable manufacturer's warranty, then Customer shall be responsible for the cost of repair or replacement of such Equipment;

(iv) In the event Customer holds the warranty on any Equipment, then Customer shall be responsible for contacting the manufacturer for any warranty matters.

(c) In the event any Equipment malfunctions, is damaged, lost or destroyed during the Term, then Customer shall promptly notify Quicket in writing of such malfunction, damage, loss or destruction. In the event Quicket directs Customer to deliver or make available to Quicket, such malfunctioning, damaged or destroyed Equipment, then upon receipt of the Equipment, Quicket shall (i) determine if Quicket is able to remedy the malfunction or repair the Equipment; or (ii) send the Equipment to the manufacturer pursuant to the applicable warranty and (iii) within two (2) business days of receipt of Customer's notice provide a similar make and model of Equipment (or suitable substitute with comparable functionality) for use by Customer until the Equipment is repaired and returned to Customer or a determination is made that the malfunction, damage or other problem is either not covered by (I) the applicable manufacturer's warranty (for example, the damage is caused by abuse or neglect) or (II) Quicket's maintenance and repair obligation under Section 2(b) (ii) above. If the malfunction, damage or other problem is not covered by either the applicable manufacturer's warranty or Quicket's maintenance and repair obligation, and the manufacturer provides an estimate of the cost of repair, Quicket shall refer such estimate to Customer, and Customer shall determine whether to repair or replace the Equipment, at Customer's option and sole expense. Upon repair or replacement, Quicket and Customer shall exchange the original (or replacement) Equipment and the Quicket loaned item. Customer agrees that any warranty claims or other requests for maintenance or service under this Section 2 will not impact its obligation to pay all amounts under the Agreement when due, provided that Quicket provides the replacement Equipment in accordance with Section 2(c) above.

(d) Customer acknowledges that Quicket is not the agent of or for the Equipment manufacturer for any purposes under the Agreement.

(e) Customer acknowledges and agrees that it is responsible for all Equipment in its possession, and it has or will adopt (and enforce) reasonable security policies to protect Customer's property generally, which for purposes of the Agreement shall also include the Equipment. Notwithstanding any provision of this Schedule or the Agreement to the contrary, Quicket shall use commercially reasonable and technologically feasible means to locate or track any lost or stolen Equipment (such as by use of embedded GPS devices or applications). In the event of lost or stolen Equipment, Quicket shall provide, within two (2) business days of Customer's notice of the loss or theft,

a similar make and model of Equipment (or suitable substitute with comparable functionality) for use by Customer until the lost or stolen Equipment is recovered or determined to be unrecoverable. If the Equipment is recovered, Customer shall return the loaned Equipment to Quicket. In the event the Equipment is not recoverable, Customer shall reimburse Quicket its actual cost to replace the Equipment (i.e., at Quicket's purchase price from the distributor). In the event Customer elects to eliminate the lost or stolen Equipment from the Agreement, then Customer shall pay to Quicket the value of the lost or stolen Equipment determined by applying straight-line depreciation of a four (4) year economic life of the Equipment to Quicket's cost of purchase plus a twenty-five percent (25%) mark-up (i.e., Quicket's cost from its distributor plus overhead and profit).

3. Assignment: Customer agrees not to transfer, sell, sublease, assign, pledge, relocate, move or encumber either the Equipment or any rights under this Leased Equipment Addendum without Quicket's prior written consent.

Appendix 5

Service Level Agreement

Availability: Quicket warrants the Quicket Solutions Software and Services will generally be available 99.9% of the time, except as provided below. General availability will be calculated per calendar quarter, using the following formula:

$$\frac{[(total - nonexcluded - excluded) * 100]}{total - excluded} = 99.9\%$$

Where:

- "total" means the total number of minutes for the quarter
- "nonexcluded" means downtime that is not "excluded", as defined in the next bullet
- "excluded" means the following:
 - o Any planned downtime of which Quicket gives 8 hours or more notice. Quicket will use commercially reasonable efforts to schedule all planned downtime during the weekend hours from 6:00 P.M. Friday, Central Time, through 6:00 A.M. Monday, Central Time.
 - o Any period of unavailability lasting less than 15 minutes.
 - o Any unavailability caused by circumstances beyond Quicket's reasonable control, without limitation, acts of God, acts of government, flood, fire, earthquakes, civil unrest, acts of terror, strikes or other labor problems (other than those involving Quicket employees), computer, telecommunications, Internet service provider or hosting facility failures or delays involving hardware, software or power systems not within Quicket's possession or reasonable control, and network intrusions or denial of service attacks.

For any partial calendar quarter during which Customer subscribes to the Quicket Solutions Software and Services, general availability will be calculated based on the entire calendar quarter, not just the portion for which Customer subscribed. In addition, unavailability for some specific features or functions within the Quicket Solutions Software and Services, while others remain available, will not constitute unavailability of the Quicket Solutions Software and Services, so long as the unavailable features or functions are not, in the

aggregate, material to the Quicket Solutions Software and Services as a whole.

Penalties: Should the Quicket Solutions Software and Services availability fall below the 99.9% general availability level for any calendar quarter, and this downtime significantly affected customer's ability to use the system, Customer may continue to use the Quicket Solutions Software and Services but will receive credit for one half day of its Quicket subscription, in that quarter, for each two hours of general Quicket Solutions Software and Services unavailability below 99.9%. Any such credit shall be applied to Customer's next invoice (or refunded if Customer's subscription to the Quicket Solutions Software and Services expires or terminates prior to receipt of such credit and Customer owes no further charges to Quicket).

The penalties specified in this "Penalties" section shall be the sole remedies available to Customer for breach of this SLA Addendum.

Reporting and Claims: To file a claim under this SLA Addendum, Customer must send an email to support@quicketsolutions.com with the following details:

- Billing information, including client name, billing address, billing contact and billing contact phone number
- Downtime information with dates and time periods for each instance of downtime during the relevant period
- An explanation of the claim made under this SLA Addendum, including any relevant calculations

Claims may only be made on a calendar quarter basis and must be submitted within 10 business days after the end of the affected quarter, except for periods at the end of a subscription agreement not coincident with the end of a calendar quarter, in which case Customer must make any claim within 10 business days after the end of its subscription agreement.

All claims will be verified against Quicket's system records. Should any periods of downtime submitted by Customer be disputed, Quicket will provide to Customer a record of Quicket Solutions Software and Services availability for the period in question. Quicket will only provide records of system availability in response to good faith Customer claims.

General: Any obligations of Quicket under this SLA Addendum shall become null and void upon any breach by Customer of its Quicket subscription agreement, including any failure by Customer to meet payment obligations to Quicket.



Resolution Executive Summary

Prepared By: Purchasing Department on behalf of DoIT
Committee Name: Operations and Administrative Committee
Committee Date: November 6, 2025
Board Date: November 13, 2025
Resolution Title: Resolution Authorizing The Winnebago County Board Chairman To Execute An Intergovernmental Agreement For A Communication Tower By And Between The County Of Winnebago And The City of Rockford

Budget Information

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

Background Information: Winnebago County has a radio equipment tower located on the River Bluff Nursing Home property. This tower was historically used to house radio and other communications equipment. With the addition of a Winnebago County 911 Center in the mid 2000s, a new tower was constructed and new equipment was installed on this tower, while legacy equipment remained on the River Bluff tower. In the late 2010s, the equipment that remained was transitioned off of the River Bluff tower, and decommissioning of the tower was discussed to avoid ongoing maintenance and liability costs associated with the tower.

The City of Rockford is expanding their radio systems, and expressed interest in acquiring the tower. After review by County staff, an agreement was made to transfer ownership of the tower to the City of Rockford, taking over liability and costs associate with the tower and associated equipment shed. Existing Winnebago County networking equipment in the shed will remain and be maintained by Winnebago County

Recommendation: Dan Magers, Chief Information Officer advises to adopt the new Intergovernmental Agreement for transfer of the tower to the City of Rockford.

Contract/Agreement: Intergovernmental Agreement already approved by City Council and reviewed by the States Attorney Office.

Follow-Up: Staff will work to route the Intergovernmental Agreement for the appropriate signatures for contract execution.

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

Sponsored by: Paul Arena

Submitted by: Operations and Administrative Committee

2025 CR

RESOLUTION AUTHORIZING THE WINNEBAGO COUNTY BOARD CHAIRMAN TO EXECUTE AN INTERGOVERNMENTAL AGREEMENT FOR A COMMUNICATION TOWER BY AND BETWEEN THE COUNTY OF WINNEBAGO AND THE CITY OF ROCKFORD

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

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

WHEREAS, the County of Winnebago, Illinois, no longer has use for the communications tower located on the River Bluff Site; and

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

WHEREAS, the City seeks to improve public safety communications coverage and the County no longer has use for the communications tower.

THEREFORE, BE IT RESOLVED, that the County Board of the County of Winnebago, Illinois, that the Winnebago County Board Chairman, is authorized and directed to execute the Intergovernmental Agreement between the County of Winnebago, Illinois and the City of Rockford to transfer ownership of the communications as set forth in Resolution Exhibit A.

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

Respectfully Submitted,
OPERATIONS AND ADMINISTRATIVE COMMITTEE

AGREE

DISAGREE

PAUL ARENA, CHAIR

PAUL ARENA, CHAIR

VALERIE HANSERD

VALERIE HANSERD

JOHN BUTITTA

JOHN BUTITTA

JOE HOFFMAN

JOE HOFFMAN

KEITH McDONALD

KEITH McDONALD

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

INTERGOVERNMENTAL AGREEMENT

BETWEEN

CITY OF ROCKFORD

-AND-

COUNTY OF WINNEBAGO

This Intergovernmental Agreement (“*Agreement*”) is made and entered into this ___ day of _____, 2025 (“*Effective Date*”), by and between the County of Winnebago, Illinois, a body politic and corporate (the “*County*”), and the City of Rockford, an Illinois municipal corporation (the “*City*”), collectively referred to as the “Parties.”

WHEREAS, the Parties are authorized to enter into an Intergovernmental Agreement pursuant to Article VII, Section 10 of the Illinois Constitution and the Intergovernmental Cooperation Act, 5 ILCS 220/1, *et seq.*; and

WHEREAS, the County owns the real property, the 300-foot River Bluff Guyed Tower, adjacent communication shelter and generator (the “*communication infrastructure*”) located at 4401 N. Main Street, Rockford, IL 61103 (collectively, the “*River Bluff Site*”); and

WHEREAS, the City seeks to improve public safety communications coverage and capacity through the use of the River Bluff Site; and

WHEREAS, the County desires to transfer ownership and operational responsibility for the communication infrastructure to the City to support regional public safety communications, while ensuring the facility remains in use for governmental and public purposes; and

WHEREAS, the County and the City have determined that it is necessary and desirable to provide for the transfer of ownership of the communication infrastructure from the County to the City for governmental and public purposes.

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

1. Recitals

The above recitals are incorporated in this Agreement by this reference and made a part of this Agreement.

2. Grant of Use and Responsibilities

- a. The County hereby grants the City ownership, access to, and full operational control over, the communication infrastructure located at the River Bluff Site for the installation, operation, maintenance, and repair of communications and information

technology (IT) equipment, including antennas, cabling, and racked systems housed in the adjacent shelter, and generator.

- b. Upon the transfer of ownership, the City agrees to assume all responsibility, liability, and costs associated with the maintenance, security, and upkeep of the communication infrastructure, including the tower, shelter, and all supporting infrastructure.
- c. The City shall utilize the communication infrastructure exclusively for governmental communications purposes, including but not limited to public safety radio, emergency services, and municipal IT communications.
- d. The City shall register the tower with the Federal Communications Commission (F.C.C.) under their ownership immediately upon acceptance, currently it has a registration number of 1206740 with the Winnebago County Sheriff's Office.

2. Liability and Indemnification

- a. The City shall indemnify and hold harmless the County, its officers, officials, agents, employees, and representatives from any and all claims, liabilities, damages, or expenses arising from the City's ownership, use, occupancy, or maintenance of the communication infrastructure located at the River Bluff Site, except to the extent arising from the gross negligence or willful misconduct of the County, its officers, officials, agents, employees, and representatives.
- b. The City shall maintain appropriate insurance coverage for the River Bluff site, naming the County as an additional insured party.

3. Maintenance and Access

- a. Upon the transfer of ownership, the City shall be solely responsible for maintaining the structural integrity, safety systems, and code compliance of the communication infrastructure and generator and correlating fuel tank, including corrective actions identified in inspections (e.g., grounding, signage, corrosion control).
- b. The City shall have 24/7 access to the River Bluff Site for maintenance and emergency response.
- c. The County shall grant the City an easement to gain access to the communication infrastructure and the immediate surrounding property of the River Bluff Site for the governmental communications purposes described herein.

4. Ownership and Improvements

- a. The County shall retain legal title to the land. However, the County shall transfer legal title of the communication infrastructure by quit claim deed to the City, and the City agrees to accept the transfer of the communication infrastructure. Upon the transfer of

ownership from the County to the City, any improvements or communications equipment installed by the City shall remain the property of the City. Any improvements or installation of communications equipment by the City shall not damage the land. Should any damages occur, the City shall restore the land to a condition equivalent to that existing prior to City's ownership of the communication infrastructure.

- b. The City shall not remove, damage, or decommission any existing County-owned infrastructure without prior written approval.

5. Term

This Agreement shall commence on the Effective Date listed above and shall continue to and through the transfer of ownership of the communication infrastructure as provided herein.

6. Compliance with Law

The City shall ensure that all operations at the River Bluff Site comply with applicable federal, state, and local laws, including FCC and FAA regulations.

7. No Warranties/Representations

The County represents that the communication infrastructure is being sold 'as is' and 'where is' with all faults, known or unknown, and County makes no warranties, express or implied, regarding the condition, title, or suitability of the communication infrastructure for any particular purpose. The City acknowledges that they have conducted their own inspection of the communication infrastructure and are not relying on any representations made by the County regarding the communication infrastructure's condition or fitness for use.

8. Miscellaneous

- a. Notices – All notices shall be sent by certified mail or hand delivered to:

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

City of Rockford – Fire Department
Attn: Fire Chief
204 S. 1st Street
Rockford, IL 61104

- b. Entire Agreement – This Agreement constitutes the entire agreement between the Parties regarding the River Bluff Site and supersedes all prior discussions or understandings.
- c. Amendments – No amendment shall be effective unless in writing and signed by both Parties.
- d. Governing Law – This Agreement shall be governed by the laws of the State of Illinois. The Parties further agree that the exclusive venue for all such disputes shall be the Circuit Court of the 17th Judicial Circuit of Winnebago County, Illinois.

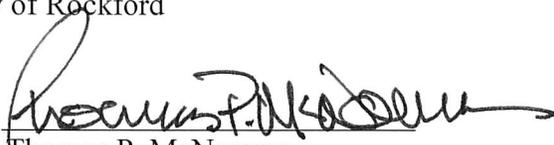
[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date indicated above.

City of Rockford

County of Winnebago, Illinois

By:


Thomas P. McNamara
Mayor

By:

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

Attest:


Angela L. Hammer
Legal Director

Attest:

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

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

Sponsored by: John Butitta

Submitted by: Operations and Administrative Committee

2025 CR

**RESOLUTION AUTHORIZING A “SPACE NEEDS ANALYSIS” FOR WINNEBAGO
COUNTY GOVERNMENTAL OPERATIONS**

WHEREAS, the County of Winnebago, Illinois (County) is currently redeveloping the Public Safety Building (PSB), located at 420 West State Street, for a new Family Court Center on the first and second floors; and

WHEREAS, the third and fourth floors of the PSB will be available for future use; and

WHEREAS, due to the redevelopment of the PSB, several courtrooms and other spaces will become available in the courthouse building located at 400 West State Street; and

WHEREAS, the Winnebago County Sheriff’s Office desires to re-establish a training center for law enforcement;

WHEREAS, the county-owned building located at 526 West State Street (corner of West State and Winnebago Street) is a space that should be analyzed for sale; and

WHEREAS, the Winnebago County Board also requests a projection of any potential growth of all other county departments’ space needs for the next 5, 10, and 20 years; and

WHEREAS, as a result of the current status of some county-owned properties and operational needs, the Winnebago County Board directs the County Administrator to facilitate a “Space Needs Analysis” for Winnebago County governmental operations, as soon as possible.

NOW, THEREFORE, BE IT RESOLVED, by the County Board of the County of Winnebago, Illinois, that the County Administrator is hereby directed to facilitate a “Space Needs Analysis” for Winnebago County governmental operations, as soon as possible.

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

Respectfully submitted,
OPERATIONS AND ADMINISTRATIVE COMMITTEE

AGREE

DISAGREE

Paul Arena, Chair

Paul Arena, Chair

Valerie Hanserd, Vice Chair

Valerie Hanserd, Vice Chair

John Butitta

John Butitta

Joe Hoffman

Joe Hoffman

Keith McDonald

Keith McDonald

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.

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

ATTEST:

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



Resolution Executive Summary

Prepared By: John Giliberti, Assistant State's Attorney
Committee: Operations and Administrative Committee
Committee Date: 11-6-2025
Resolution Title: Resolution Authorizing the County Board Chairman to Execute a Release of Lien for the Property Located at 5343 Cunningham Rd., Rockford, IL

County Code:
Not Applicable.

Board Meeting Date:
11-13-2025

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: In or about January 2007, the County caused the structure on the property at 5343 Cunningham Road in Rockford to be demolished and recorded a demolition lien of \$25,123.32. In August 2025, the Winnebago County, Trustee program acquired title to that property through a tax deed. Due to the Winnebago County, Trustee acquiring the property via tax deed, the demolition lien is extinguished by operation of law. In August 2025, David Reyes, managing broker/owner of Advantage Realtors submitted a pending offer to purchase the property at an online auction held by the Winnebago County, Trustee program. Mr. Reyes is requesting the County to release its demolition lien, telling the Trustee that he cannot get title insurance to close on the sale because of the recorded demolition lien.

Recommendation: Staff concurs.

Contract/Agreement: N/A.

Legal Review: The State's Attorney's Office prepared this Resolution.

Follow-Up: N/A.

County Board: November 13, 2025

RESOLUTION

of the
COUNTY BOARD OF THE COUNTY OF WINNEBAGO, ILLINOIS

2025 CR _____

SUBMITTED BY: OPERATIONS and ADMINISTRATIVE COMMITTEE
SPONSORED BY: PAUL ARENA

RESOLUTION AUTHORIZING THE COUNTY BOARD CHAIRMAN TO EXECUTE A RELEASE OF LIEN FOR THE PROPERTY LOCATED AT 5343 CUNNINGHAM RD., ROCKFORD, IL

WHEREAS, on or about January 26, 2007, the County of Winnebago caused a structure located on the property commonly known as 5343 Cunningham Road, Rockford, Illinois, (hereinafter referred to as "the subject property"), to be demolished, and recorded a demolition lien in the amount of \$25,123.32 against the subject property; and

WHEREAS, on August 12, 2025, the Winnebago County, Trustee program acquired title to the subject property through a tax deed; and

WHEREAS, due to the Winnebago County, Trustee acquiring the subject property via a tax deed, said demolition lien is extinguished by operation of law; and

WHEREAS, in August 2025, David Reyes, managing broker/owner of Advantage Realtors LLC., submitted a pending offer to purchase the subject property at an online auction held by the Winnebago County, Trustee program in which he was the high bidder; and

WHEREAS, David Reyes, is requesting the County to release said demolition lien telling the Trustee that he cannot get title insurance to close on the sale of the subject property because of the recorded demolition lien; and

WHEREAS, the Operations and Administrative Committee has determined it is in the best interests of the citizens of Winnebago County, Illinois for David Reyes to complete his purchase of the subject property from the Winnebago County, Trustee program; and

NOW, THEREFORE, BE IT RESOLVED, by the County Board of the County of Winnebago, Illinois, that the County Board Chairman is hereby authorized and directed to execute a release of the County's demolition lien on the property located at 5343 Cunningham Road, Rockford, Illinois (PIN: 11-29-204-003).

BE IT FURTHER RESOLVED, that any release executed by the Chairman pursuant to the authority granted in this Resolution shall contain terms substantially similar to those contained in the release attached to this Resolution as "Exhibit A".

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

Respectfully Submitted,
OPERATIONS AND ADMINISTRATIVE COMMITTEE

AGREE

DISAGREE

PAUL ARENA, CHAIR

PAUL ARENA, CHAIR

VALERIE HANSERD, VICE CHAIR

VALERIE HANSERD, VICE CHAIR

JOHN BUTITTA

JOHN BUTITTA

JOE HOFFMAN

JOE HOFFMAN

KEITH McDONALD

KEITH McDONALD

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.

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

ATTESTED BY:

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

EXHIBIT A

RELEASE OF LIEN

The County of Winnebago, hereby releases its lien against the property located at **5343 Cunningham Road Rockford, IL 61102, PIN: 11-29-204-003** and legally described as follows:

"SEE ATTACHED LEGAL DESCRIPTION"

Recorded with the Winnebago County Recorder's Office on: **05/24/2007** as **Document No: 200700733870**

[For the protection of the owner, this Release shall be filed with the Recorder or Registrar of Titles in whose office the lien was filed.]

DATED: _____

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

**Return to:
David Reyes
3730 Corbridge Court
Rockford, IL 61107**

**Prepared by:
John Giliberti
Assistant State's Attorney
Winnebago County - Civil Bureau
400 West State St #804
Rockford, IL 61101**

Legal Description:**Property I.D. 11-29-204-003**

A part of the Northeast Quarter (1/4) of Section 29, Township 44 North, Range 1 East of the Third Principal Meridian, more particularly, described as follows, to wit: Beginning at a post 12.25 chains South from the North line and 32.68 chains West from the East line of said Section 29; thence South, 7.11 chains to a post on the North line of the Chicago and Northwestern Railway; thence North 66 1/2 degrees East along said North line of Railway, 19.30 chains; thence South 89 degrees West, 17.82 chains to the place of beginning, EXCEPTING THEREFROM Part of the Northeast Quarter (1/4) of Section 29, Township 44 North, Range 1 East of the Third Principal Meridian, Winnebago County, Illinois, described as follows: Commencing at the Northwest corner of the Northeast Quarter (1/4) of said Section 29; thence North 89 degrees 32 minutes 37 seconds East, along the North line of said Section, a distance of 505.73 feet to the Northwest corner of the premises conveyed by the County of Winnebago to Bimica Investments by Tax Deed dated January 20, 1997 and recorded as Document No. 9706447 in the Recorder's Office of Winnebago County, Illinois; thence South 0 degrees 43 minutes 00 seconds West along said premises, a distance of 808.50 feet to the Southwest corner of the J. O'Rourke's Subdivision, being a Subdivision of a part of the Northeast Quarter (1/4) of Section 29, Township 44 North, Range 1 East of the Third Principal Meridian, the Plat of which is recorded in Book 16 of Plats on Page 43 in the Recorder's Office of Winnebago County, Illinois, said Southwest corner being the Point of Beginning for this description; thence South 89 degrees 32 minutes 37 seconds West along the South line of said Subdivision projected Westerly, a distance of 18.46 feet to a line, 7.32 chains East of the West line of the Northeast Quarter (1/4) of Section 29; thence South, 0 degrees 25 minutes 36 seconds West along said line, a distance of 455.99 feet to the North line of the premises conveyed by the Chicago and Northwestern Transportation Company to the Commonwealth Edison Company by Quit Claim Deed dated December 20, 1982 and recorded as Microfile Number 8304-0787 in the Recorder's Office of Winnebago County, Illinois; thence North 67 degrees 19 minutes 58 seconds East, along said Northline, a distance of 111.18 feet; thence North, 13 degrees 27 minutes 07 seconds West, a distance of 26.73 feet; thence North 30 degrees 17 minutes 49 seconds East, a distance of 317.88 feet; thence North, 84 degrees 06 minutes 16 seconds East, a distance of 334.20 feet; thence North, 1 degree 05 minutes 03 seconds West, a distance of 83.02 feet to the South line of said J. O'Rourke's Subdivision; thence South 89 degrees 32 minutes 37 seconds West, along said South line, a distance of 565.76 feet to the Point of Beginning; situated in the County of Winnebago and State of Illinois. Commonly known as 5343 Cunningham Road, Rockford, Illinois;

UNFINISHED BUSINESS

ZONING COMMITTEE

OCT 17 2025

LORI GUMMOW

Council Rooms, City of Rockford

2025- 211-R

Rockford, Illinois
Date: October 14, 2025

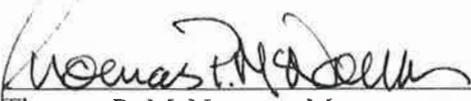
By Ald. Mark Bonne, on behalf of the Code and Regulation Committee, having considered the memorandum from Scott Capovilla, Planning & Zoning Manager, regarding Winnebago County Zoning Case for property located at 8616 Spring Creek Road in Rockford Township:

BE IT RESOLVED by the City Council of the City of Rockford:

That the City Council of the City of Rockford hereby objects to Winnebago County Zoning Case for a site approval of a 10MW commercial solar energy facility at **8616 Spring Creek Road** in Rockford Township for the reasons set forth in the Memorandums from Scott Capovilla, Planning & Zoning Manager and Thomas McNamara, Mayor, copies of which are attached hereto and incorporated herein. The Department of Law is instructed to file this resolution as required by law.

ADOPTED by the City Council of the City of Rockford, Illinois this 14th day of October, 2025.

APPROVED by the Mayor of the City of Rockford, Illinois this 14th day of October, 2025.



Thomas P. McNamara, Mayor
City of Rockford, Illinois

ATTEST:


Angela L. Hammer, Legal Director and
Ex Officio Keeper of the Records and Seal of the
City of Rockford, Illinois

Ayes: LOGEMANN, TUNEBERG, FROST, PRUNTY, GRANATH, BEACH, SALGADO, MEEKS,
BELL, BONNE

Nays:

Absent: TORINA, WILKINS, HOFFMAN (DURKEE -Abstained)



Memorandum

To: Code and Regulation Committee

From: Scott Capovilla, Planning & Zoning Manager

Re: Proposed Solar Site at 8616 Spring Creek Road
PIN: 12-11-226-001 and 12-12-101-003

Date: October 10, 2025

A request has been filed with the Winnebago County Community Development Department's Planning & Zoning Division for a Resolution granting site approval of a 10 MW commercial solar energy facility (AKA Solar Farm) on a 140.43 acre site for property located at 8616 Spring Creek Road. This property is bounded by Spring Brook on the north, Lyford Road on the east, Spring Creek Road on the south and Interstate 90 on the west. The property currently has agricultural crops.

State of Illinois Public Act (P.A.) 102-1123, an energy omnibus law, establishes uniform standards for the development and construction of commercial wind and solar energy facilities, limiting County authority to be no more restrictive than the provisions of the Act. The City of Rockford has been very supportive of solar energy projects but they have to be located in suitable locations that do not inhibit the growth of the City. This is a highly visible site along I-90 that is prime for growth and development.

The City's long range 2040 Plan designates the area as T-C-CO, Technology-Retail-Office along I-90 and RM, Medium Density Residential along the border of Lyford Road. A solar farm would not be compatible with the planned future uses. The property is adjacent to the City's municipal boundaries on the north and west. City Water is available as major 20-inch water main runs along the northern boundary of the subject property within the Spring Brook Road right-of-way and the Keith Creek Sewer Trunk line runs directly through this property along Keith Creek. In addition, the City provided \$15 million in new roads to the north of this site in anticipation of more growth for the area. These major capital investments have provided the necessary infrastructure needed to facilitate orderly growth in this area as evidenced by the MercyHealth Hospital Development adjacent to this site.

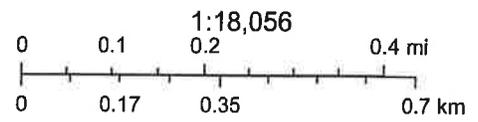
The City has made great strides in controlling future growth along the east side of I-90 and we continue to hold to the policies of the Comprehensive plan and our Annexation policy. Additionally, the Lyford Road corridor plan would map out the future reconstruction and potential realignment of the road from Spring Brook Road to East State Street. A solar farm in this location could stifle growth and inhibit our ability to facilitate orderly growth of the City. Therefore, we recommend that the Committee forward a recommendation to City Council to file as a legal objector to this zoning request.

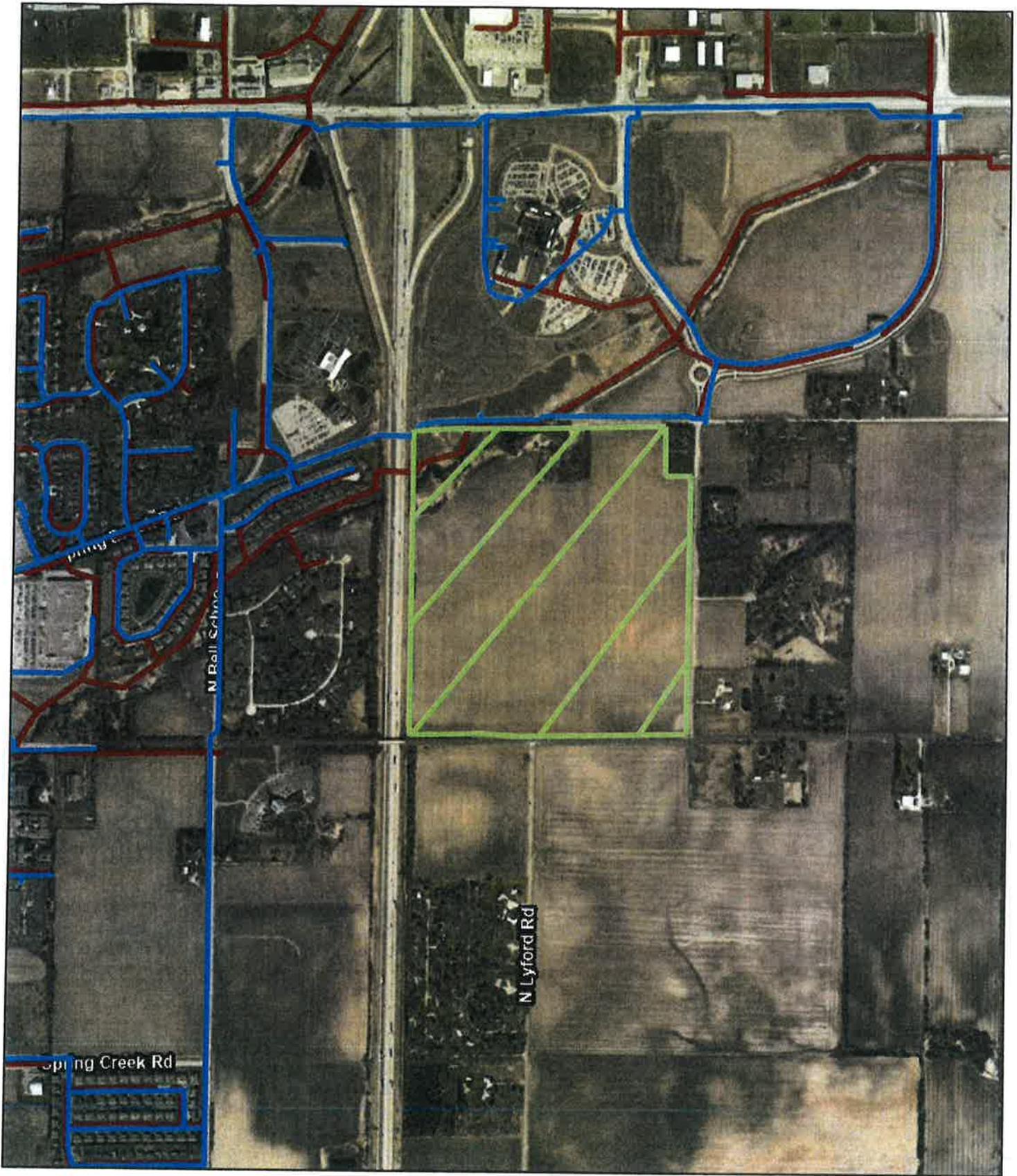


10/9/2025, 11:26:03 AM

 City Limits

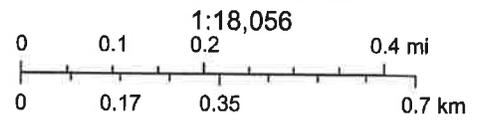
Winn Cnty Street Labels





10/9/2025, 11:23:59 AM

- Sewer Mains
- Water Mains
- Active
- Winn Cnty Street Labels





Community and Economic
Development Department

October 8, 2025

County of Winnebago Board Members
County of Winnebago Zoning Board of Appeals
Troy Krup, Planning & Zoning Officer/Manager
Winnebago County Planning & Zoning Division
404 Elm Street, Room 403
Rockford, IL 61101

**RE: Proposed Solar Site at 8616 Spring Creek Road
PIN: 12-11-226-001 and 12-12-101-003**

Dear Mr. Krup, County Board Members and Members of the County ZBA:

A request has been filed with the Winnebago County Regional Planning & Economic Development Department for a Resolution granting site approval of a 10 MW commercial solar energy facility (AKA Solar Farm) on a 140.43 acre site for property located at 8616 Spring Creek Road. This property is bounded by Spring Brook on the north, Lyford Road on the east, Spring Creek Road on the south and Interstate 90 on the west. The property currently has agricultural crops.

State of Illinois Public Act (P.A.) 102-1123, an energy omnibus law, establishes uniform standards for the development and construction of commercial wind and solar energy facilities, limiting County authority to be no more restrictive than the provisions of the Act. The City of Rockford has been very supportive of solar energy projects but they have to be located in suitable locations that do not inhibit the growth of the City.

The City's long range 2040 Plan designates the area as T-C-CO, Technology-Retail-Office. A solar farm would not be compatible with the planned future uses. The property is adjacent to the City's municipal boundaries on the north and west. City Water is available as major 20-inch water main runs along the northern boundary of the subject property and the Keith Creek Sewer Trunk line runs directly through this property along Keith Creek. In addition, the City provided \$15 million in new roads to the north of this site in anticipation of more growth for the area. These major capital investments have provided the necessary infrastructure needed to facilitate orderly growth in this area as evidenced by the MercyHealth Hospital Development adjacent to this site.

The City and County have made great strides in public investment for future growth along the east side of I-90 and the City continues to hold to the policies of the comprehensive plan and our annexation policy. A solar farm in this location could stifle growth and inhibit our ability to facilitate orderly growth of the City.

Regards,


Thomas P. McNamara
Mayor



County of Winnebago

404 Elm Street | Rockford, IL 61101

Ordinance Executive Summary

Date: October 7, 2025
To: Chairman and Members of ZBA and ZC
Item (Request): Approval of an ORDINANCE GRANTING SITE APPROVAL FOR A 10 MW COMMERCIAL SOLAR ENERGY FACILITY (AKA A SOLAR FARM) ON A 140.43 +- ACRE SITE COMMONLY KNOWN AS 8016 SPRING CREEK ROAD (PINS: 12-11-226-001 & 12-12-101-003), ROCKFORD, IL 61114 IN ROCKFORD TOWNSHIP, District 8, requested by Rockford Brook A, LLC and Rockford Brook B, LLC, Lessees (managed by TotalEnergies Distributed Generation Assets USA, LLC and are indirect subsidiaries of TotalEnergies Distributed Generation USA, LLC), represented by Seth Uphoff, Attorney and Maroua Jabouri, Project Manager.
Prepared by: Planning & Zoning Staff, Community Development Department (CDD)

Governing Code/s: Winnebago County Code, Chapter 90 (UDO), Article 17: Commercial Wind Energy Facilities and Commercial Solar Energy Facilities, as amended on July 25, 2024.

Review Comments: The Winnebago County Board approved the above noted County Ordinance (that limits the County's ability to self-regulate) on July 25, 2024, as mandated by a State Law amendment made on January 27, 2023 to the Illinois Counties Code, 55 ILCS 5/5-12020. As a result, this new County Ordinance now governs the siting of commercial solar energy facilities (aka a solar farm) in Winnebago County, Illinois, consequently, requiring the County Board to review all applications for "siting approval" with regard to Commercial Solar Energy Facilities when on property that is zoned industrial as well as AG, A1 and A2. The Ordinance further provides that a request for site approval shall be approved, after consideration of the evidence (presented at a public hearing) and verbatim transcript of hearing, if the request is found to be in compliance with the standards and conditions outlined within the County's Ordinance (that was adopted consistent with 55/ILCS 5/5-12020) as well as any other conditions imposed under State and Federal statutes and regulations. Accordingly, the Applicant is requesting site approval, but not without a public hearing 1st being held before the ZBA, of the attached 10 MW solar project/submittal (which appears to have *conceptually* satisfied -subject to the specific terms and stipulations drafted, and provided nothing new is presented at the public hearing that would prove otherwise- all of the requisite standards and conditions delineated by County Ordinance / Statue) on a 140.43 +- acre site, zoned AG, which is commonly known as 8016 Spring Creek Road (PINS: 12-11-226-001 & 12-12-101-003), Rockford, IL 61114, in Rockford Township.

However, and although the reviewing bodies should adhere to the standards and conditions set forth under 55 ILCS 5/5-12020 and the County's Ordinance, as noted above, in the evaluation and decision of this solar request, it would be remise (negligent) of the Planning Staff to not provide background information and comment with regard to the County's 2030 Land Resource Management Plan – Future Land Use Map policy as it relates to the subject property, especially due to the size of the property / proposed solar project (largest solar project processed to date in the County), its proximity to the City of Rockford and it being within a highly active growth corridor. Accordingly, the subject property is within the City of Rockford's extra-territorial review authority – planned growth area, and in the spirit of regional cooperation – and consistent with Plan policy, the Applicant was encouraged to annex the site (and develop the subject property under Rockford's lead), but the Applicant declined and decided to continue with their case in the County. This decision prompted concern among Staff due to the above noted and the fact that the City of Rockford -in addition to the single largest private sector investment ever made



County of Winnebago

404 Elm Street | Rockford, IL 61101

within Rockford limits (to the north)- has invested heavily with regard to the area by creating and adopting land use plans (to guide future growth) and installing public infrastructure (i.e. public water, road improvements, etc. - see map attached), primarily to the north, to enable development / economic opportunities that can take advantage of said, including the accessibility (or visibility) offered by surrounding and nearby arterial roads (i.e. I-90, Spring Creek Road, Lyford Road, Riverside Road and Spring Brook Road). The proposed solar project does not need the accessibility (or visibility) offered by the nearby roads, will not utilize existing infrastructure improvements nor has it been designed (located) in a manner that best promotes other development opportunities that will assist in lowering the tax burden upon residents - consistent with Plan policy.

In the end, after informing the Applicant of the above noted Plan policy, etc., and when it was clear that they were not going to change course with regard to their solar site approval approach (a City rather than a County submittal), Staff then provided further comment (concern) with regard to leaving the subject property zoned agricultural in the County, as this will effectively "leave the door open" for a wall / island / pocket of AG to be left within a sea of anticipated industrial, commercial and or residential zonings that could cause incompatibility / growth (obstacle) issues in the future. To prevent this scenario, Staff encouraged the Applicant to rezone the subject property consistent with the 2030 Future Land Use Plan Map, and redesign (relocate) the solar project on the site in a manner that best promotes other development on the site that is consistent with the Plan, including leaving the area fronting roadways available for future uses (i.e. commercial, industrial, etc.) that can best benefit from the adjacent roads and the high visibility offered by them. As of the date of this executive summary, none of the above said planning policy suggestions were incorporated within the current solar request / design (see the attached Site Plan and 2030 Future Land Use Plan Map).

Recommendation/s: The Zoning Board of Appeals should make a recommendation for the County Board's consideration of the hereto attached Ordinance (site approval request) in accordance with the requisite standards and conditions (criteria) set forth by the County's Ordinance (that was adopted consistent with 55/ILCS 5/5-12020) as well as any other conditions imposed under State and Federal statutes and regulations. The Zoning Committee should also make a recommendation after consideration of the criteria noted above, however, per Section 17.3 A. the Committee may also give due consideration of the public testimony (from the public hearing), and in doing so, may consider the factors set forth in Article 4, Section 4.3.4(4)(a-f) *Findings of Fact* when making their recommendation. After considering both recommendations, based on the applicable codes (criteria) noted above, the County Board shall ultimately approve or deny the Ordinance (site approval request) for the proposed commercial solar energy facility at the 140.43 +- acre site that is commonly known as 8016 Spring Creek Road (PINS: 12-11-226-001 & 12-12-101-003), Rockford, IL 61114, in Rockford Township.

Attachments: Ordinance Granting Site Approval of a Commercial Solar Energy Facility, Maps and Photos of subject property, and Application for Site Approval, inclusive of attachments

CC: Winnebago County Board

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

2025 CO _____

SUBMITTED BY: ZONING COMMITTEE

SPONSORED BY: JIM WEBSTER

**ORDINANCE GRANTING SITE APPROVAL FOR A 10 MW COMMERCIAL
SOLAR ENERGY FACILITY (AKA A SOLAR FARM) ON A 140.43 +- ACRE SITE
COMMONLY KNOWN AS 8016 SPRING CREEK ROAD (PINS: 12-11-226-001 &
12-12-101-003), ROCKFORD, IL 61114, IN ROCKFORD TOWNSHIP**

WHEREAS, Rockford Brook A, LLC and Rockford Brook B, LLC – which are managed by TotalEnergies Distributed Generation Assets USA, LLC and are indirect subsidiaries of TotalEnergies Distributed Generation USA, LLC (hereinafter “the Facility Owner”), formally filed an application for site approval to operate a 10 MW commercial solar energy facility (hereinafter “the Facility”) within unincorporated Winnebago County, Illinois on a 140.43 +- acre site, zoned AG, Agricultural Priority District, that is commonly known as 8016 Spring Creek Road (PINS: 12-11-226-001 & 12-12-101-003), Rockford, IL 61114 in Rockford Township (hereinafter “the Property”) and specifically legal described as:

TRACT A: Part of the Northwest Quarter (1/4) of Section 12, Township 44 North, Range 2 East of the Third (3rd) Principal Meridian, bounded and described as follows, to-wit: Beginning at a point in the North line of the Northwest Quarter (1/4) of said Section which bears South 89 degrees 03’ 39” West, 1170.5 feet from the Northeast corner of the West Half (1/2) of the Northwest Quarter (1/4) of said Section; thence South 00 degrees 33’23” West, parallel with the East line of the West Half (1/2) of the Northwest Quarter (1/4) of said Section, 1318.00 feet; thence North 88 degrees 54’50” East, parallel with the South line of the Northwest Quarter (1/4) of said Section, 1170.58 feet to the East line of the West Half (1/2) of the Northwest Quarter (1/4) of said Section; thence North 00 degrees 33’23” East, along the East line of the West Half (1/2) of the Northwest Quarter (1/4) of said Section, 864.50 feet to a point which is 450.50 feet South from the Northeast corner of the West Half (1/2) of the Northwest Quarter (1/4) of said Section; thence South 89 degrees 03’39” West, parallel with the North line of the Northwest Quarter (1/4) of said Section, 241.71 feet; thence North 00 degrees 33’23” East, parallel with the East line of the West Half (1/2) of the Northwest Quarter (1/4) of said Section, 450.50 feet to the North line of the Northwest Quarter (1/4) of said Section; thence South 89 degrees 03’ 29” West, along the North line of the Northwest Quarter (1/4) of said Section, 928.79 feet to the point of beginning; situated in the County of Winnebago and State of Illinois; and TRACT B: Part of the Northwest Quarter (1/4) of Section 12,

Township 44 North, Range 2 East of the Third Principal Meridian, bounded and described as follows, to-wit: Commencing at a point in the North line of the Northwest Quarter (1/4) of said Section which bears South 89 degrees 03'39" West, 1170.5 feet from the Northeast corner of the West Half (1/2) of the Northwest Quarter (1/4) of said Section; thence South 00 degrees 33'23" West, parallel with the East line of the West Half (1/2) of the Northwest Quarter (1/4) of said Section, 1318.00 feet to THE POINT OF BEGINNING FOR THE FOLLOWING DESCRIBED TRACT: Thence continuing South 00 degrees 33'23" West, parallel with the East line of the West Half (1/2) of the Northwest Quarter (1/4) of said Section, 1339.53 feet to the South line of the Northwest Quarter (1/4) of said Section; thence North 88 degrees 54'50" East, along the South line of the Northwest Quarter (1/4) of said Section, 620.58 feet to a point which is 550.00 feet West from the Southeast corner of the West Half (1/2) of the Northwest Quarter (1/4) of said Section; thence North 00 degrees 33'23" East, parallel with the East line of the West Half (1/2) of the Northwest Quarter (1/4) of said Section, 396.17 feet; thence North 88 degrees 54'50" East, parallel with the South line of the Northwest Quarter (1/4) of said Section, 550.00 feet to the East line of the West Half (1/2) of the Northwest Quarter (1/4) of said Section; thence North 00 degrees 33'23" East, along the East line of the West Half (1/2) of the Northwest Quarter (1/4) of said Section, 943.36 feet to a point which is 1318.00 feet South from the Northeast corner of the West Half (1/2) of the Northwest Quarter (1/4) of said Section; thence South 88 degrees 54'50" West, parallel with the South line of the Northwest Quarter (1/4) of said Section, 1170.58 feet to the point of beginning; situated in the County of Winnebago and State of Illinois; and TRACT C: Part of the Northwest Quarter (1/4) of Section 12, Township 44 North, Range 2 East of the Third Principal Meridian, bounded and described as follows, to-wit: Beginning at the Southeast corner of the West Half (1/2) of the Northwest Quarter (1/4) of said Section; thence South 88 degrees 54' 50" West, along the South line of the Northwest Quarter (1/4) of said Section, 550.00 feet; North 00 degrees 33'23" East, parallel with the East line of the West Half (1/2) of the Northwest Quarter (1/4) of said Section, 396.17 feet; thence North 88 degrees 54' 50" East, parallel with the South line of the Northwest Quarter (1/4) of said Section, 550.00 feet to the East line of the West Half (1/2) of the Northwest Quarter (1/4) of said Section; thence South 00 degrees 33' 23" West, along the East line of the West Half (1/2) of the Northwest Quarter (1/4) of said Section, 396.17 feet to the point of beginning; situated in the County of Winnebago and State of Illinois; and TRACT D: Part of the Northwest Quarter (1/4) of Section 12 and part of the Northeast Quarter (1/4) of Section 11, all in Township 44 North, Range 2 East of the Third (3rd) Principal Meridian, bounded and described as follows, to-wit: Commencing at a point in the North line of the Northwest Quarter (1/4) of said Section 12 which bears South 89 degrees 03' 39" West, 1170.5 feet from the Northeast corner of the West Half (1/2) of the Northwest Quarter (1/4) of said Section 12; thence South 00 degrees 33'23" West, parallel with the East line of the West Half (1/2) of the Northwest Quarter (1/4) of said Section 12, a distance of 1318.00 feet TO THE POINT OF BEGINNING FOR THE FOLLOWING DESCRIBED TRACT: Thence continuing South 00 degrees 33' 23" West, parallel with the East line of the West Half (1/2) of the Northwest Quarter (1/4) of said Section 12 a distance of 1339.53 feet to the South line of the Northwest Quarter (1/3) of said Section 12; thence South 88 degrees 54' 50" West, along the South line of the Northwest Quarter (1/4) of said Section 12 a distance of 165.65 feet to the Southwest corner of the Northwest Quarter (1/4) of said Section 12; thence South 88 degrees 37' 31" West, along the South line of the Northeast Quarter (1/4) of said Section 11 a distance of 155.60 feet to the East line of a permanent easement granted to Illinois State Toll Highway Commission by George C. Picken and William A. Picken along with premises

conveyed by Warranty Deed dated August 31, 1956 and recorded in Book 1016 of Deeds on Page 474 in the Recorder's Office of Winnebago County, Illinois; thence North 01 degrees 22' 46" West, 33.00 feet; thence North 85 degrees 23' 46" West, 326.48 feet; thence South 89 degrees 09' 25" West, 537.78 feet to the East line of the premises conveyed by George C. Picken and William A. Picken by Warranty Deed dated August 31, 1956 and recorded in Book 1016 of Deeds on Page 474 in said Recorder's Office (the last three previously described courses being along the East and North lines of said permanent easement); thence North 00 degrees 21' 34" East, along the East line of said premises so conveyed to Illinois State Toll Highway Commission, 1272.52 feet to a point which bears South 88 degrees 54' 50" West, from the point of beginning; thence North 88 degrees 54' 50" East, parallel with the South line of the Northwest Quarter (1/4) of said Section 12 a distance of 1190.36 feet to the point of beginning; situated in the County of Winnebago and State of Illinois; and Tract E: Part of the Northwest Quarter (1/4) of Section 12 and part of the Northeast Quarter (1/4) of Section 11, all in Township 44 North, Range 2 East of the Third (3rd) Principal Meridian, bounded and described as follows, to-wit: Beginning at a point in the North line of the Northwest Quarter (1/4) of said Section 12 which bears South 89 degrees 03' 39" West, 1170.5 feet from the Northeast corner of the West Half (1/2) of the Northwest Quarter (1/4) of said Section 12; thence South 00 degrees 33' 23" West, parallel with the East line of the West Half (1/2) of the Northwest Quarter (1/4) of said Section 12 a distance of 1318.00 feet; thence South 88 degrees 54' 50" West, parallel with the South line of the Northwest Quarter (1/4) of said Section 12 a distance of 1190.36 feet to the East line of premises conveyed by George C. Picken and William A. Picken to Illinois State Toll Highway Commission by Warranty Deed dated August 31, 1956 and recorded in Book 1016 of Deeds on Page 474 in the Recorder's Office of Winnebago County, Illinois; thence North 00 degrees 21' 34" East, along the East line of said premises so conveyed to Illinois State Toll Highway Commission, 1311.21 feet to the North line of the Northeast Quarter (1/4) of said Section 11; thence North 88 degrees 31' 16" East, along the North line of the Northeast Quarter (1/4) of said Section 11 a distance of 1032.82 feet to the Northeast corner of the Northeast Quarter (1/4) of said Section 11; thence North 89 degrees 03' 39" East, along the North line of the Northwest Quarter (1/4) of said Section 12 a distance of 162.27 feet to the point of beginning; situated in the County of Winnebago and State of Illinois.

WHEREAS, Illinois Counties Code, specifically 55 ILCS 5/5-12020 (hereinafter "the Statute"), effective January 27, 2023, governs the requirements for the siting of commercial solar energy facilities in the State of Illinois and prohibits counties from enacting more restrictive requirements in regard to said facilities than those set forth in the Statute. Consequently, the County may not adopt zoning regulations that disallow, permanently or temporarily, commercial solar energy facilities from being developed or operated in any district zoned to allow agricultural or industrial uses; and

WHEREAS, the County of Winnebago, Illinois (hereinafter "County") has amended its Unified Development Ordinance, Chapter 90, of the Winnebago County Code (hereinafter

“UDO”), to be in accord with the Statute, and thus, the commercial solar energy facility site approval application that was submitted for the Property was reviewed in accordance with said UDO; and

WHEREAS, the UDO provides that a request for siting approval for a commercial solar energy facility, “shall be approved if the request is in compliance with the standards and conditions imposed in 55 ILCS 5/5-12020, the zoning ordinance adopted consistent with 55 ILCS 5/5-12020, and the conditions imposed under State and Federal statutes and regulations”; and

WHEREAS, upon review of the application, the Facility Owner (Facility) has conceptually satisfied all of the requisite standards and conditions under the UDO, however, that, in the event a detail or representation in the application conflicts with the UDO, Statute or any other applicable Illinois law or regulation, the conflicting provision shall prevail and the Facility Owner shall adhere thereto and adjust the contradiction, as will be required, at time of construction permit submittal; and

WHEREAS, a public hearing was held on the site approval request before the Zoning Board of Appeals (ZBA) on October 8, 2025 and the ZBA recommended denial (2-5); and

WHEREAS, the Zoning Committee of the County Board of the County of Winnebago, Illinois considered the ZBA’s recommendation (motion) as well as the evidence submitted (at the public hearing) as it relates to the standards and conditions outlined within the UDO, and consequently, the Zoning Committee recommended approval (3-2) of the Facility Owner’s site approval request to install and operate a commercial solar energy facility on the Property.

NOW, THEREFORE BE IT ORDAINED that the County Board of the County of Winnebago, Illinois -after the consideration of the above noted recommendations, the standards and conditions outlined within the UDO and being fully advised on all other matters affiliated to the Property (request)- hereby grants the Facility Owner’s site approval request to install and operate a 10 MW or less commercial solar energy facility on the 140.43 +- acre site, zoned AG,

Agricultural Priority District, that is commonly known as 8016 Spring Creek Road (PINS: 12-11-226-001 & 12-12-101-003), Rockford, IL 61114 in Rockford Township and specifically described in “1st Whereas”, subject to the following terms and stipulations:

1. The commercial solar energy facility (the Facility) shall be developed in substantial conformance with the Array Layout Plan, revision 09-16-25, sheet AL1, and submitted by TotalEnergies, inclusive of the notes thereon Plan. In no event shall the final design of the solar energy facility consist of above ground (overhead) power and transmission lines.
2. Lighting of a permanent nature shall not be included within the development (the Facility), unless required by law. Lighting for safety/security purposes, however, when triggered on by a motion detector, is permissible (since lighting will only be on, on a non-permanent basis, if ever).
3. Fencing around the Facility shall be of a suitable habitat wildlife friendly type, not inclusive of barbed wire nor higher than seven (7) feet, and consist of a 6-inch gap along the bottom to prevent the restriction of wildlife movement.
4. The Facility Owner (Rockford Brook A, LLC and Rockford Brook B, LLC) shall strictly adhere to all the terms and conditions of the signed Agricultural Impact Mitigation Agreements with the Illinois Department of Agriculture, dated (signed on) May 27, 2025 and July 2, 2025 and as may be amended, including, but not limited to, any terms and conditions that are not specifically referenced or set forth in this Ordinance.
5. The Facility Owner shall submit a final vegetative management plan (that consists of, but not limited to, a plan to prevent the spread of invasive species throughout the lifetime of the project), including a final landscape / screening plan (consistent with the guidelines adopted by IDNR for such plans as well as the AIMA), for approval at time of construction

permit submittal -pursuant to Section 17.4 D. 11. of UDO- that consists mostly of a vegetative pollinator-friendly ground cover, where practical (i.e. a wetland type ground cover may instead be better suited for a periodically wet detention basin), that is in substantial conformance with the site plan (noted in stipulation number 1) and is in accordance with (and the goals of) the Pollinator-friendly Solar Site Act. Moreover, the same final plan/s shall include the vegetative screening demarked on said site plan which shall be comprised of 6-foot evergreens or greater, no less than two species, at time of planting, that are spaced in a manner that is intended to provide a full (100%) screening - with an ultimate height that is no less than the height of the solar panel's height at full tilt- at time of tree maturity. And lastly, the natural perimeter screening when located on the Property, shall be maintained (not removed), with the exception of a substantiated necessary utility connection that cannot be routed elsewhere.

6. The Facility Owner shall submit a final road use (route plan/transportation plan/traffic safety plan/use of public roads plan) agreement for approval at time of construction permit submittal -pursuant to Section 17.5.7 of UDO- with the County, and any other applicable unit of government such as the Township and or Illinois Department of Transportation.
7. The Facility Owner shall submit a final drainage plan and or stormwater BMP, as determined by County Engineer, for approval at time of construction permit submittal -pursuant to Sections 17.4 D. 12. and 17.5.13 of UDO- with the County.
8. The Facility Owner shall obtain all required permits and approvals prior to taking any construction action, including, but not limited to a building permit, a zoning clearance/permit, a site access permit, Winnebago County Surface Water Management Ordinance (WC-SWMO) permits / stormwater plan approvals (i.e. with regard to

detention, Stormwater Pollution Prevention Plan (SWPPP), and NPDES Construction General Permit), and the approval of an erosion sediment and control plan.

9. During construction, the Facility Owner shall use their best efforts to limit soil compaction (by reducing trips across the subject area, by working with or on soils when dry, by reducing pressure of the equipment and by maintaining organic matter within the soil) and shall prevent soil contamination from the components that are imbedded within the panels, especially any damaged panels (by storing all solar panels within an enclosed structure and or on and under a tarp). Likewise, in the event there are compacted soils onsite, subject soils shall be de-compacted prior to planting of groundcover plantings.
10. The Facility Owner shall provide the County with a final deconstruction / decommissioning Plan (estimate), for approval prior to final construction (building) inspection -pursuant to Sections 17.4 D.5. and 17.11 of UDO (based on the construction plans ultimately approved at time of construction permitting)- by an Illinois licensed professional engineer, inclusive of financial assurance, in the form of an irrevocable letter of credit or another form of available financial assurance acceptable to the County, to cover the estimated costs of deconstruction of the Facility (see stipulation number 14 proposed by the Facility Owner for additional details with regard to the financial assurance to deconstruct / decommission the Facility). The County shall be the designated beneficiary of the financial surety, and the landowner shall be provided with a copy of the document. In the event of abandonment, the County may take all appropriate actions for deconstruction including drawing upon the financial assurance.
11. Prior to the issuance of building and zoning permits, the Facility Owner shall obtain clearance (consultation be terminated) from the IDNR, Illinois State Historic Office, with

regard to the solar development's (the Facility's) potential effect on cultural (archaeological) resources.

12. The Facility Owner shall maintain and be listed on an insurance policy that includes liability coverage and property coverage in an amount necessary to cover the value of the commercial solar energy facility in the event the project is damaged or destroyed.
13. In addition to the foregoing terms and stipulations within this Ordinance, the Facility Owner/Facility shall comply with all other requirements and standards as set forth in the UDO (i.e. permitting requirements, design and installation requirements, setback requirements, nuisance abatement requirements, and decommissioning requirements, etc.), Statute (i.e. Noxious Weed Act, Solar Site Act, IWPA, RLSA, etc.) and any other applicable Illinois or Federal law (i.e. CWA, any laws administered by the FAA, etc.) or regulation, and any other County and local rules and regulations that are not inconsistent with the Statute.
14. As proposed and agreed to by Facility Owner, on or before the completion of the County's final building inspection (of the commercial solar energy facility on the Property), the Facility Owner shall obtain an irrevocable letter of credit or another form of available financial assurance acceptable to the County, in favor of the County, in an amount equal to 100% -instead of the minimum 10% required upfront as outlined in the Agricultural Impact Mitigation Agreement- of the estimated costs of destruction of the Facility as determined in the final deconstruction / decommission plan.

BE IT FURTHER ORDAINED, that the 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 directed to prepare and deliver certified copies of this Ordinance to the County Planning and Zoning Officer, County Building Official and the County Engineer.

Respectfully Submitted,

ZONING COMMITTEE

Agree

Disagree

Jim Webster, Chairman

Jim Webster, Chairman

Angie Goral

Angie Goral

Paul Arena

Paul Arena

Aaron Booker

Aaron Booker

Dave Tassoni

Dave Tassoni

Ray Thompson

Ray Thompson

Freddy DeLa Trinidad

Freddy DeLa Trinidad

(3)

(2)

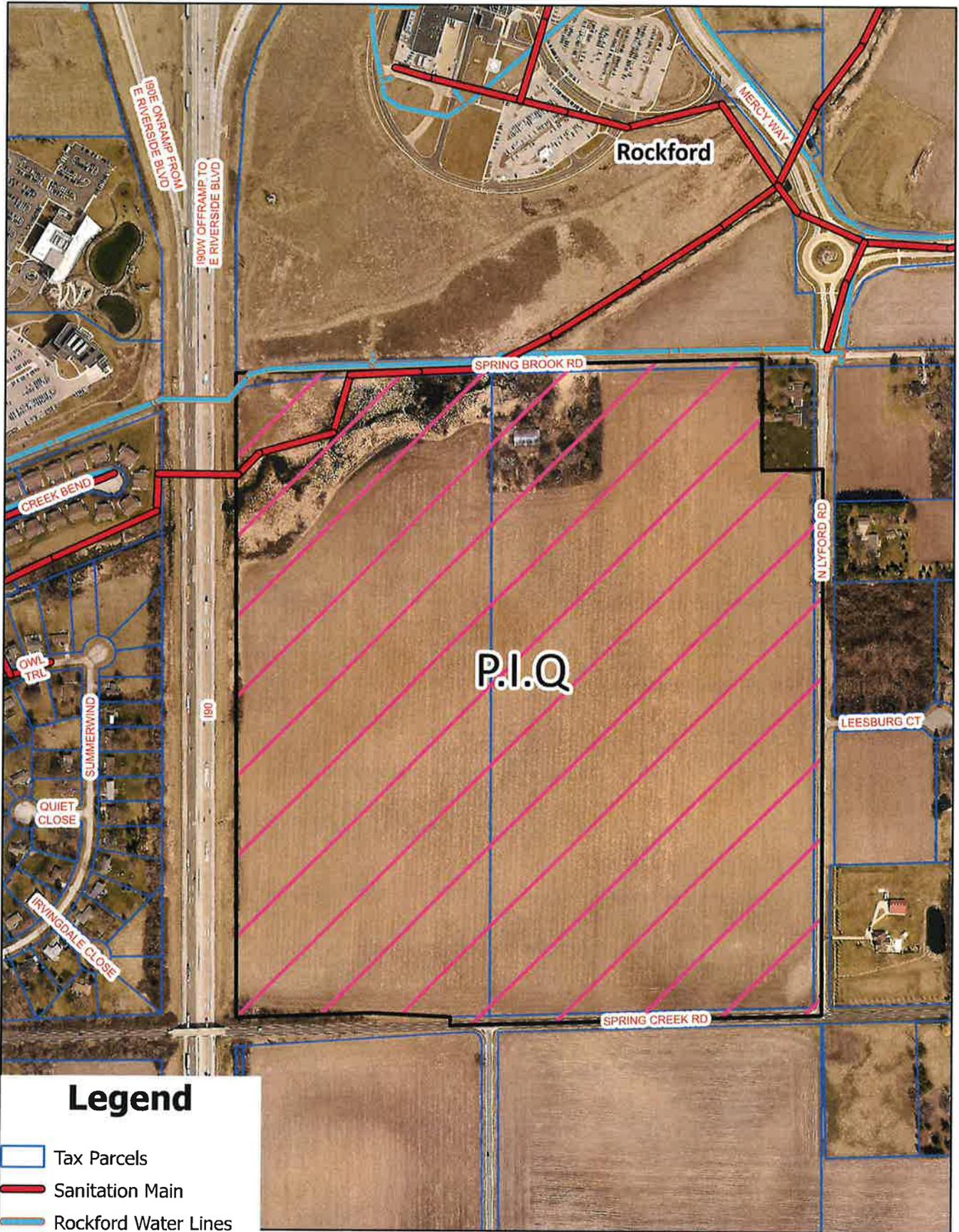
The above and foregoing Ordinance was adopted by the County Board of the County of Winnebago, Illinois this _____ day of _____ 2025.

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

AERIAL/LOCATION MAP: 8016 Spring Creek (PINS: 12-11-226-001 & 12-12-101-003)



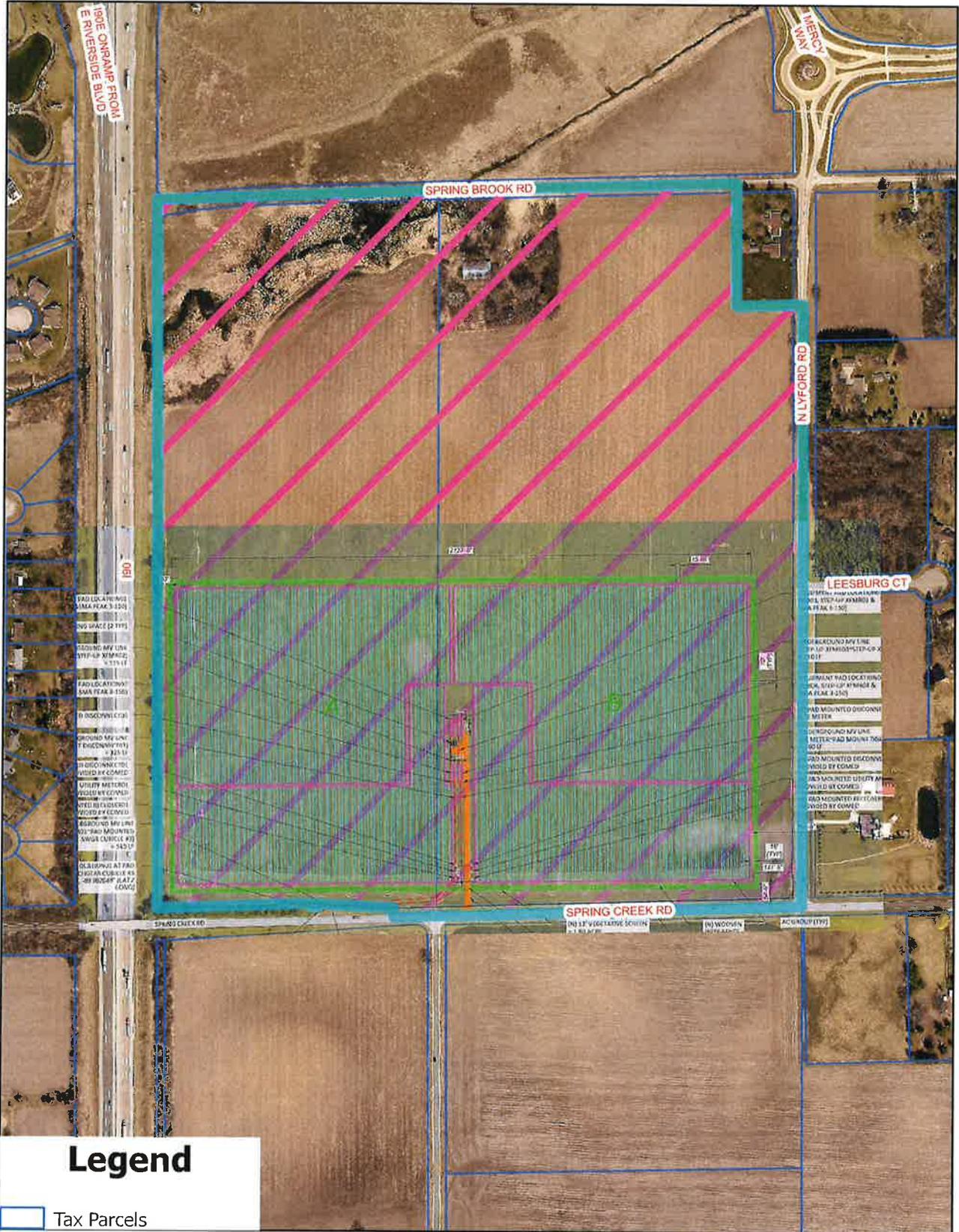
The Winnebago County computerized aerial base property maps were assembled using County, State and other data. The map files are not intended to be the official survey of the land. The official land records are on file in the Winnebago County Recorder's Office.

1 inch equals 550 Feet



Date: 10/2/2025

SITE PLAN OVERLAY ON AERIAL PHOTO (PINS: 12-11-226-001 & 12-12-101-003)



Legend

Tax Parcels

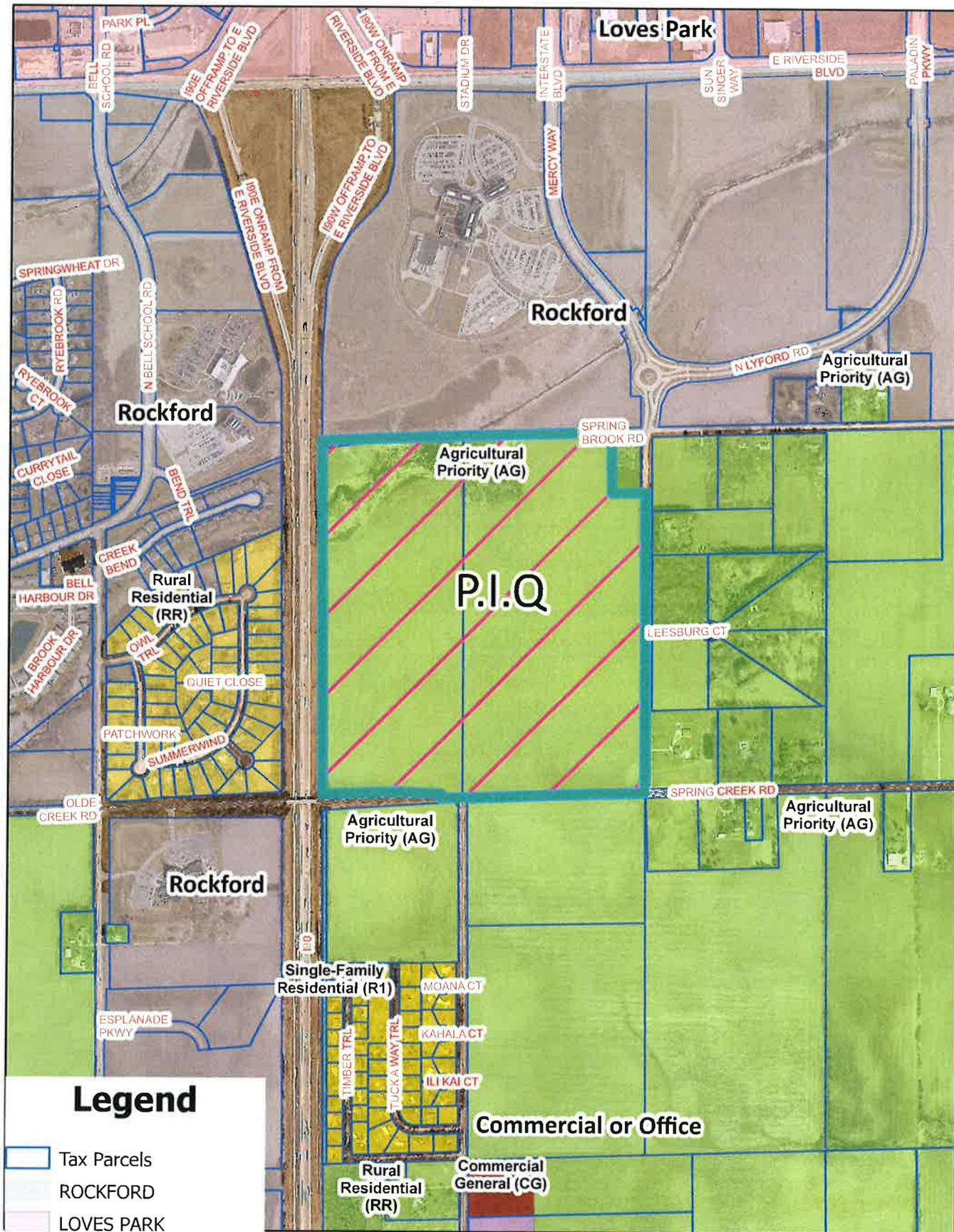
The Winnebago County computerized aerial base property maps were assembled using County, State and other data. The map files are not intended to be the official survey of the land. The official land records are on file in the Winnebago County Recorder's Office.

1 inch equals 500 Feet



Date: 10/2/2025

ZONING MAP: 8016 Spring Creek (PINS: 12-11-226-001 & 12-12-101-003)



Legend

- Tax Parcels
- ROCKFORD
- LOVES PARK

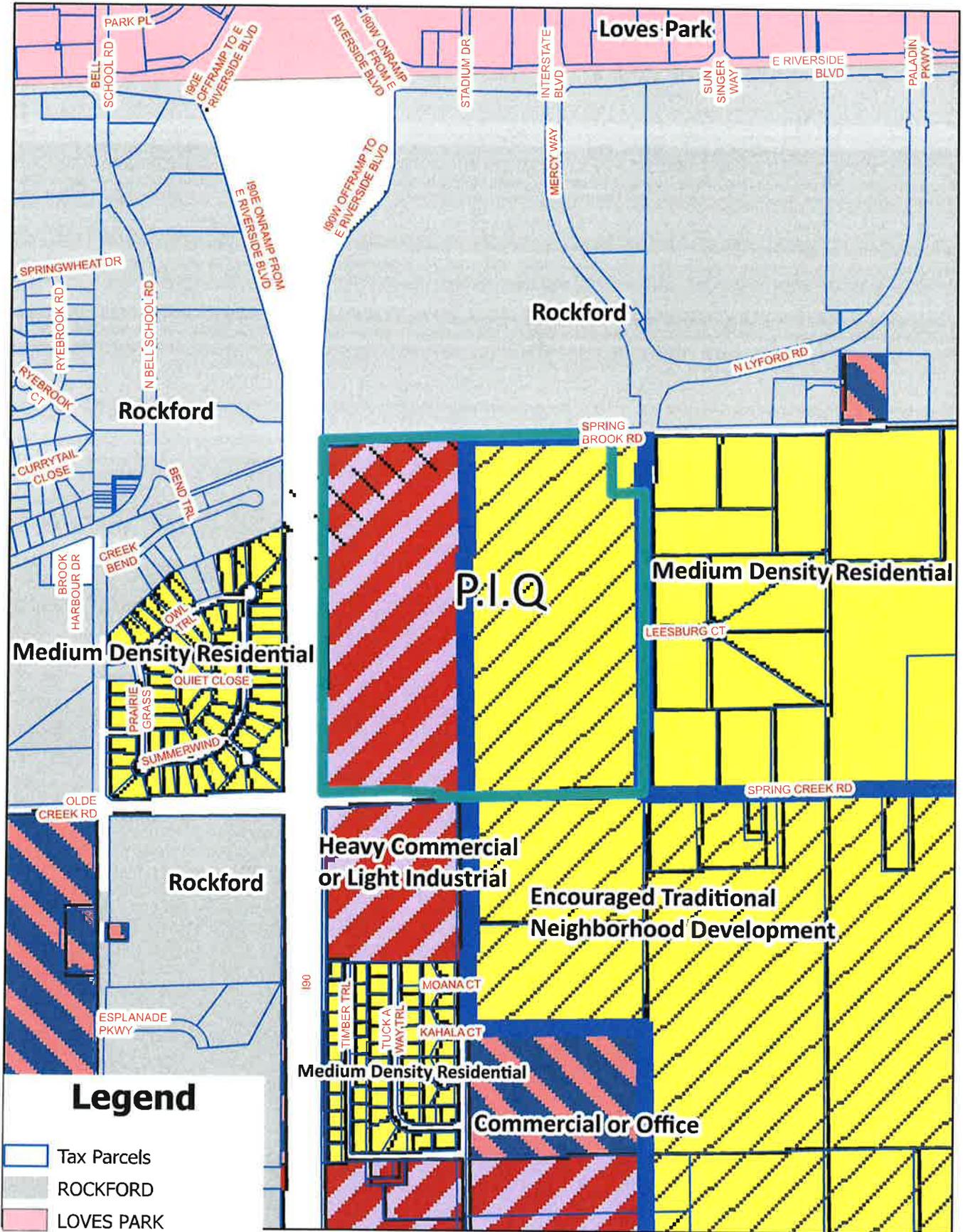
The Winnebago County computerized aerial base property maps were assembled using County, State and other data. The map files are not intended to be the official survey of the land. The official land records are on file in the Winnebago County Recorder's Office.

1 inch equals 1,000 Feet



Date: 10/2/2025

FUTURE LAND USE MAP: 8016 Spring Creek (PINS: 12-11-226-001 & 12-12-101-003)



The Winnebago County computerized aerial base property maps were assembled using County, State and other data. The map files are not intended to be the official survey of the land. The official land records are on file in the Winnebago County Recorder's Office.

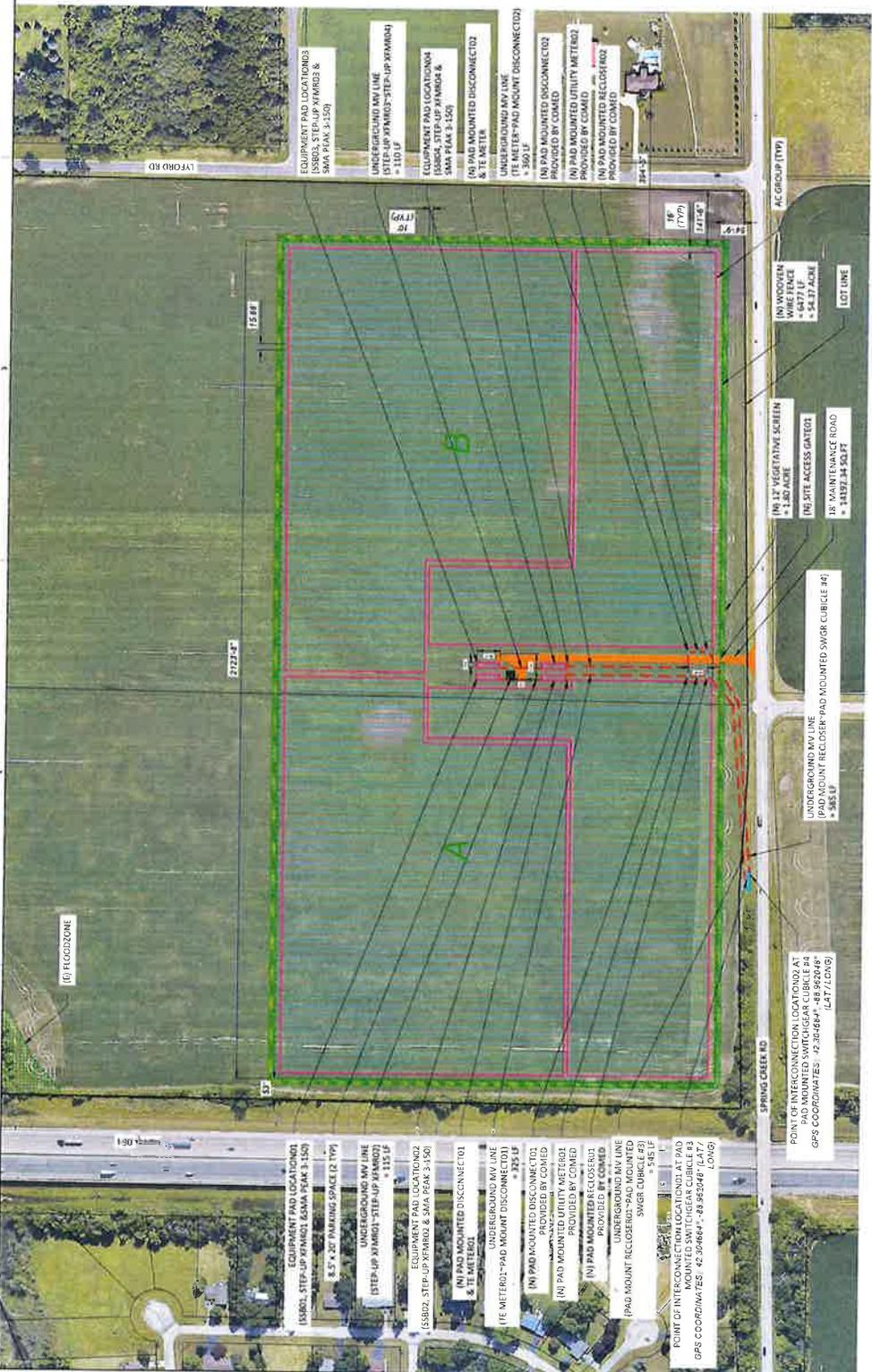
Date: 10/2/2025

1 inch equals 1,000 Feet



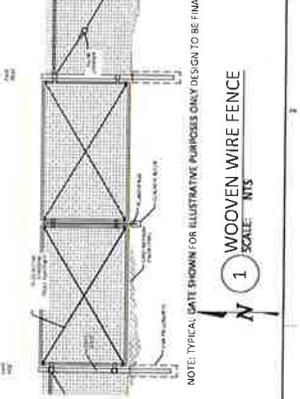
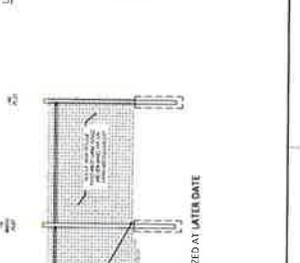
- NOTES (TRACKED):**
1. LAT/LONG: 42.308016°, -88.959488°
 2. 100 MPH WIND ZONE (ASCC 7.1g) CATEGORY 1, EXPOSURE C PER ELEVATION 906.5'
 3. FOUNDATION PER ELEVATION 906.5'
 4. FOUNDATION ARE DRIVEN POST
 5. FOUNDATION DEPTH: 8'
 6. ALL CELLS WITH HIRANARY BOUNDARY, AND THOSE PRIOR TO INSTALLATION, NEED TO BE REMOVED
 7. MINIMUM PANEL HEIGHT FROM GRADE: 4.5'
 8. CALVANIZATION REQUIRED: C90

- ADDITIONAL NOTES:**
1. NO PERMANENT LIGHTING ON SITE
 2. ALL PERMANENT LIGHTING SHALL BE MAINTAINED EXCEPT FOR LIGHTS TO BE ROUTED ELSEWHERE
 3. NECESSARY UTILITY CONNECTION THAT CANNOT BE MAINTAINED WITHIN THE VEGETATIVE SCREENING BOUNDARIES, NORTHERN HALF WILL CONTINUE TO POLLINATOR FRIENDLY SOLAR SITE WITH THE BOUNDARIES. NORTHERN HALF WILL CONTINUE TO BE MAINTAINED AS A POLLINATOR FRIENDLY SOLAR SITE WITH THE VEGETATIVE SCREENING AND THE RIGHT OF WAY ON THE EAST, SOUTH AND WEST
 4. ALL SOLAR PANELS SHALL BE 6.5' X 3.25' FT. OTHER SOLAR COMPONENTS WITHIN THE FENCE ARE EXPECTED TO REMAIN BELOW THIS HEIGHT
 5. TURN AROUND AREAS 5' WIDE AND 5.5' (MINIMUM) ON ALL SIDES AND WILL INCLUDE EVERGREEN WHITE PINE AND ARBOREAL BALSAM BULB
 6. PLANTING APPROXIMATELY 6 FEET TALL WILL BE SCREENING A VARIETY OF TREES THAT PROVIDES A FULL CANOPY AND WILL BE MONITORED FOR SURVIVAL AND REPLACED AS NEEDED
 7. REFER TO ELEVATION SCHEDULE - 7 FOOT HIGH CORRELATES WITH FEMA ZONE A FLOOD ZONE THE NORTHWEST CORNER OF THE PROJECT SITE
 8. THE ENTIRETY OF THE SOLAR PROJECT FOOTPRINT IS LOCATED OUTSIDE OF THE FLOOD ZONE.
 9. COMED PAD DIMENSIONS: 5 FT. - 9IN X 6 FT 6 IN X 36IN.



OVERALL SITE PROJECT SUMMARY

SYSTEM	TRACKER A-PO1	TRACKER B-PO2	TOTAL
MODULE TYPE	CSI-2-6678-615H	CSI-2-6678-615H	
INVERTER TYPE	SHIP_150_U3_21	SHIP_150_U3_21	
STRING LENGTH	30	30	60
TOTAL OF MODULES	11880	11880	23760
TOTAL OF INVERTERS	33	32	65
DC SYSTEM SIZE (KW)	7306.2	7048.8	14355
AC SYSTEM SIZE (KW)	4950	4800	9750
AC SYSTEM SIZE (MVA)	4950	4800	9750



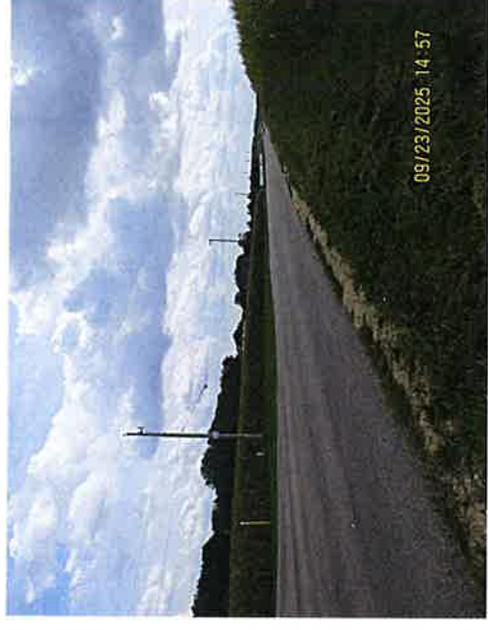
NOTE: TYPICAL. DATE SHOWN FOR ILLUSTRATIVE PURPOSES ONLY DESIGN TO BE FINALIZED AT WATER DATE

DISCLAIMER

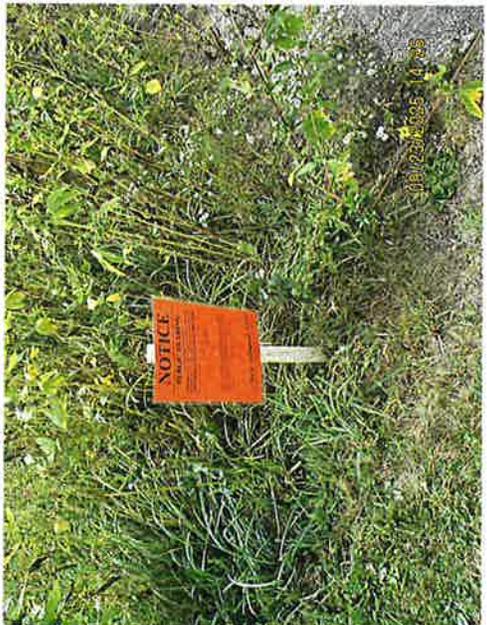
THE PROPOSED ARRAY LAYOUT SHOWN IS DEPENDENT UPON EXISTING CONDITIONS AND IS SUBJECT TO CHANGE BASED ON TOPOGRAPHY VERIFICATION OF ACTUAL SITE CONDITIONS.



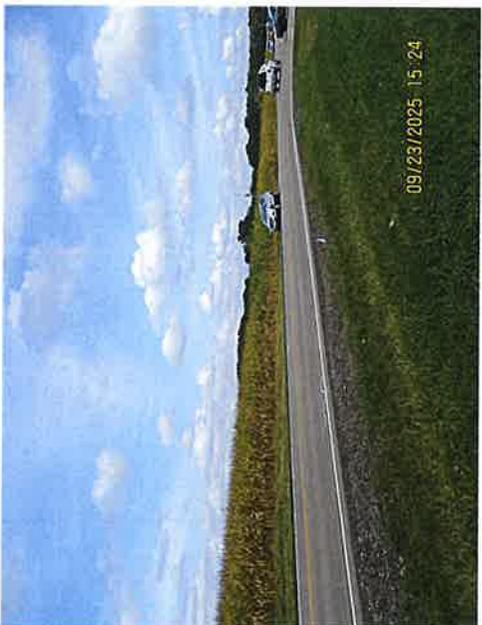
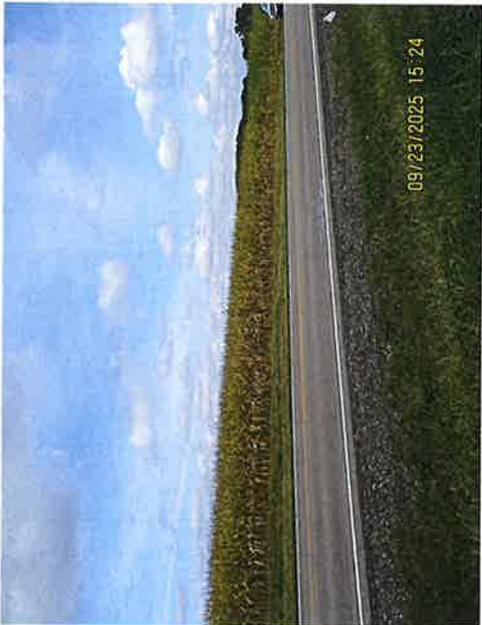












NEW BUSINESS

ANNOUNCEMENTS & COMMUNICATIONS



WINNEBAGO COUNTY

— ILLINOIS —

Announcements & Communications

Date: November 13, 2025

Item: Correspondence to the Board

Prepared by: County Clerk Lori Gummow

Governing Statute(s): State of Illinois Counties Code [55 ILCS 5/Div. 3-2, Clerk](#)

County Code: [Ch 2. Art. II. Div. 4, Sec. 2.86 – Record Keeping & Communications](#)

Background: The items listed below were received as correspondence.

1. County Clerk Gummow received from Theresa Grennan, Winnebago County Treasurer the following:
 - a. Investment Report - as of October 1, 2025
 - b. Winnebago County Treasurer Bank Balances – September, 2025
 - c. Collateralization Report – as of September 31, 2025
2. County Clerk Gummow received a Monthly Report from the Winnebago County Clerk and Winnebago County Recorder’s Office for July and August, 2025.

Adjournment