



# WINNEBAGO COUNTY

— ILLINOIS —

## REVISED AGENDA

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

Thursday, February 26, 2026  
6:00 p.m.

1. **Call to Order** ..... Chairman Joseph Chiarelli
2. **Invocation and Pledge of Allegiance**.....Board Member Christina Valdez
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 – Scott Lewandowski, Veteran’s Memorial Hall
  - C. Public Hearings – None
  - D. Public Participation – James Hutson, Resolution Authorizing an Agreement between the County of Winnebago, Illinois and Winnebago County CASA, Pro
6. **Approval of Minutes**..... Chairman Joseph Chiarelli
  - A. Approval of January 22, 2026 minutes
  - B. Layover of February 12, 2026 minutes
7. **Consent Agenda**..... Chairman Joseph Chiarelli
  - A. Raffle Report
  - B. Auditor’s Report
8. **Appointments (Per County Board rules, Board Chairman appointments shall lay over until the second board meeting after they are first introduced)**
9. **Reports of Standing Committees**.....Chairman Joseph Chiarelli
  - A. Finance Committee.....John Butitta, Committee Chairman
    1. Committee Report

2. Ordinance for a Budget Amendment for Motorola Starcom Radio Replacements to be Laid Over
  3. Ordinance for a Budget Amendment for Grant Extensions to be Laid Over
  4. Ordinance for a Budget Amendment for ILEAS Grant Award to be Laid Over
  5. Ordinance for a Budget Amendment for Family Courts Center Owner Direct Expenses to be Laid Over
  6. Ordinance for a Budget Amendment for Court-Case Management System to be Laid Over
- B. Zoning Committee ..... **Jim Webster, Committee Chairman**  
 Planning and/or Zoning Requests:
1. V-01-26 A Variation of Section 15.3.17 C. (Mining And Excavating) to Allow a Fence Height of 0 Feet Instead of the Required 8 Feet, Effectively Waiving the Fencing Requirement that an Open Pit of a Mining Operation must be Secured (Entirely) by a Perimeter / Border Fence for the property that is commonly known as 11150 and 11184 N. Main Street, Rockton, IL 61072 in Rockton Township, District 2, LESA: NA, 2030 MAP: NA, ZBA: Approval **w/ZBA conditions** (4-3), ZC: TBD, to be laid over.
  2. Z-01-26 A Map Amendment to Rezone 5.0 +- Acres from AG, Agricultural Priority District to the RA, Rural Agricultural Residential District (a Sub-District of the RA District) for the property that is commonly known as 6XXX Moody Road (Part of PIN: 0319300023), Rockton, IL 61072 in Shirland Township, District 2, LESA: Very High, 2030 MAP: NO, ZBA: Denial (6-1), ZC: TBD, to be laid over.
  3. Committee Report - ZBA meeting 03/11/26, ZC meeting 03/25/26
- C. Economic Development Committee ..... **John Sweeney, Committee Chairman**
1. Committee Report
  2. Resolution Electing to Opt-In to the Illinois Electronics Recycling Program for Program Year 2027
- D. Operations and Administrative Committee ..... **Paul Arena, Committee Chairman**
1. Committee Report
- E. Public Works Committee ..... **Dave Tassoni, Committee Chairman**
1. Committee Report
  2. (26-009) Resolution Declaring Some Highway Department Equipment as Surplus and Authorizing Sale  
 Cost: N/A C.B. District: N/A
  3. (26-010) Resolution Authorizing the Award of Bid for Harrison Avenue Resurfacing (Section: 26-00000-02-GM)  
 Cost: \$ 863,117.65 C.B. District: 11, 15
  4. (26-011) Resolution Authorizing the Award of Bid for Roscoe Road Culvert Replacements (Section: 25-00752-00-BR)  
 Cost: \$ 280,385.00 C.B. District: 1, 2, 3
  5. (26-012) Resolution Authorizing a Professional Engineering Services Agreement with ARC Design Resources Inc. for the Riverside Boulevard Shared Use Path (Section: 24-00733-00-BT)  
 Cost: \$ 118,150.00 C.B. District: 8, 20

- F. Public Safety and Judiciary Committee.....**Brad Lindmark, Committee Chairman**
  - 1. Committee Report
  - 2. Resolution Authorizing an Agreement between the County of Winnebago, Illinois and Winnebago County CASA
  - 3. Resolution Authoring Grant Agreement between the Winnebago County Sheriff’s Office and the Illinois Law Enforcement Alarm System (ILEAS)
  - 4. Resolution Authorizing Agreement Between the County of Winnebago, Illinois on behalf of the Winnebago County Sheriff’s Office and Remedies Renewing Lives
  - 5. Resolution Awarding a Veterinarian Services Agreement Between Winnebago County Animal Services and Shelter Vet-On-The-Go, PLLC

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

**Operations and Administrative Committee**

- A. Resolution Awarding Upper Roof Replacement at the Juvenile Justice Center Using CIP 2026 Funds Laid Over from February 12, 2026 Meeting  
Cost: \$102,740

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

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

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

**Next Meeting: Thursday, March 12, 2026**

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

# **Approval of Minutes**

**REGULAR ADJOURNED MEETING  
WINNEBAGO COUNTY BOARD  
JANUARY 22, 2026**

1. Chairman Chiarelli Called to Order the Regular Adjourned Meeting of the Winnebago County Board for Thursday, January 22, 2026 at 6:00 p.m.
2. Board Member Dr. Michael Thompson gave the invocation and led the Pledge of Allegiance.
3. Agenda Announcements: None
4. Roll Call: 17 Present. 3 Absent. (Board Members Arena, Booker, Butitta, De La Trinidad, Goral, Hanserd, Hoffman, Lindmark, McCarthy, McDonald, Nabors, Scrol, Sweeney, Tassoni, Dr. M. Thompson, R. Thompson, and Webster. (Board Members Fellars, Penney, and Valdez were absent.)

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

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

Public Participation - John Tac Brantley, Upcoming event and community concerns, Pro

**APPROVAL OF MINUTES**

6. Chairman Chiarelli entertained a motion to approve the Minutes. Board Member Lindmark made a motion to approve County Board Minutes of November 25, 2025 and layover County Board Minutes of December 11, 2025, seconded by Board Member Hoffman. Motion was approved by a unanimous vote of all members present. (Board Members Fellars, Penney, and Valdez were absent.)

**CONSENT AGENDA**

7. Chairman Chiarelli entertained a motion to approve the Consent Agenda for January 22, 2026. Board Member Booker made a motion to approve the Consent Agenda which includes the Raffle Report and Auditor's Report, seconded by Board Member Dr. Michael Thompson. Motion was approved by a unanimous vote of all members present. (Board Members Fellars, Penney, and Valdez were absent.)

**APPOINTMENTS**

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

## REPORTS FROM STANDING COMMITTEES

### FINANCE COMMITTEE

9. Board Member Butitta read in for the first reading of an Ordinance for a Budget Amendment for Emergency PSB Boiler Replacement to be Laid Over. Board Member Butitta made a motion to suspend the rules, seconded by Board Member R. Thompson. Motion to suspend was approved by a unanimous vote of all members present. (Board Members Fellars, Penney, and Valdez were absent.) Board Member Butitta made a motion to approve the Ordinance, seconded by Board Member R. Thompson. Discussion by Board Member Butitta. Motion was approved by a unanimous vote of all members present. (Board Members Fellars, Penney, and Valdez were absent.)
10. Board Member Butitta read in for the first reading of an Ordinance for a Budget Amendment for Emergency JDC HVAC System Repairs to be Laid Over. Board Member Butitta made a motion to suspend the rules, seconded by Board Member Hanserd. Motion to suspend was approved by a unanimous vote of all members present. (Board Members Fellars, Penney, and Valdez were absent.) Board Member Butitta made a motion to approve the Ordinance, seconded by Board Member Hanserd. Discussion by Board Member Butitta. Motion was approved by a unanimous vote of all members present. (Board Members Fellars, Penney, and Valdez were absent.)
11. Board Member Butitta made a motion to suspend the rules on Agenda Items 4.-11. (as listed below), seconded by Board Member R. Thompson. Motion to suspend was approved by a unanimous vote of all members present. (Board Members Fellars, Penney, and Valdez were absent.) Board Member Butitta made a motion to approve Agenda Items 4.-11., seconded by Board Member R. Thompson. Motion was approved by a unanimous vote off all members present. (Board Members Fellars, Penney, and Valdez were absent.)
  4. Ordinance to Abate the 2016E Public Safety Sales Tax Alternate Bond Property Tax Levy for the Year 2025 Payable 2026 to be Laid Over
  5. Ordinance to Abate the 2017C Tort Property Tax and Quarter Cent Sales Tax Alternate Bond Property Tax Levy for the Year 2025 Payable 2026 to be Laid Over
  6. Ordinance Abating the Tax hereto Levied for the Year 2025 Payable 2026 to Pay the Principal of and Interest on Taxable General Obligation Bonds (Alternate Revenue Source) Series 2018 of Winnebago County, Illinois to be Laid Over
  7. Ordinance to Abate the 2020A Alternative Bond Property Tax Levy for the Year 2025 Payable 2026 to be Laid Over
  8. Ordinance to Abate the General Obligation Refunding Bonds (Alternate Revenue Source), Series 2021A Bond Property Tax Levy for the Year 2025 Payable 2026 to be Laid Over

9. Ordinance to Abate the General Obligation Refunding Bonds (Alternate Revenue Source), Series 2021B Bond Property Tax Levy for the Year 2025 Payable 2026 to be Laid Over
10. Ordinance to Abate the General Obligation Alternate Refunding Bonds (Public Safety Sales Tax Alternate Revenue Source), Series 2022 Bonds Property Tax Levy for the Year 2025 Payable 2026 to be Laid Over
11. Ordinance Abating Special Tax Roll for 2025 Levy Year for Properties within the Special Service Area for the I-39/Baxter Road County Water District Project to be Laid Over
12. Board Member Butitta made a motion to approve a Resolution Authorizing Settlement of Pending Litigation (Javen Dowthard et. Al. v. Winnebago County Sheriff's Office, et al.), seconded by Board Member De La Trinidad. Discussion by Board Member Butitta. Motion was approved by a unanimous vote of all members present. (Board Members Fellars, Penney, and Valdez were absent.)

### **ZONING COMMITTEE**

13. No Report.

### **ECONOMIC DEVELOPMENT COMMITTEE**

14. Board Member Sweeney made a motion to approve a Resolution Authorizing an Intergovernmental Agreement among the County of Winnebago, the Village of New Milford, the Four Rivers Sanitation Authority, and JMD Real Estate Holdings, LLC for Extension of Sewer Line on Harrisville Road, seconded by Board Member McCarthy. Discussion by Board Member Sweeney. Motion was approved by a unanimous vote of all members present. (Board Members Fellars, Penney, and Valdez were absent.)
15. Board Member Sweeney made a motion to approve a Resolution Granting One Hundred Thousand Dollars (\$100,000) from Host Fees to the Winnebago County Rail Authority (WCRA) to Establish a Dedicated Sit Acquisition Fund and Support Regional Economic Growth, seconded by Board Member Dr. Michael Thompson. Discussion by Board Member Arena. Board Member Arena made a motion to amend the Resolution to include a 6<sup>th</sup> WHEREAS clause and a new clause, seconded by Board Member Sweeney. Further discussion by Chief of the Civil Bureau Reuter and Board Members Arena, Sweeney, and Webster. Motion to approve the amendment was approved by a unanimous vote of all members present. (Board Members Fellars, Penney, and Valdez were absent.) Board Member Sweeney made a motion to approve the amended Resolution, seconded by Board Member Hanserd. Motion was approved by a unanimous vote of all members present. (Board Members Fellars, Penney, and Valdez were absent.) Additional discussion by Chief Operations Officer Dornbush, Chairman Chiarelli, and Board Members Sweeney, Goral, and Webster.

### **OPERATIONS & ADMINISTRATIVE COMMITTEE**

16. Board Member Arena made a motion to approve a Resolution Awarding Purchase of One Civil Processing Vehicle for the Winnebago County Sheriff's Office Using CIP 2026 Funds, seconded by Board Member Lindmark. Discussion by Board Member Arena. Motion was approved by a unanimous vote of all members present. (Board Members Fellars, Penney, and Valdez were absent.)
17. Board Member Arena made a motion to approve a Resolution Awarding Purchase of Two Vehicle Pool Replacements Using Internal Service Funds, seconded by Board Member Booker. Discussion by Board Member Arena. Motion was approved by a unanimous vote of all members present. (Board Members Fellars, Penney, and Valdez were absent.)

### PUBLIC WORKS COMMITTEE

18. Board Member Tassoni made a motion to approve (26-001) Resolution Authorizing the Purchase of a Utility Tractor, seconded by Board Member Hoffman. Discussion by Board Member Tassoni. Motion was approved by a unanimous vote of all members present. (Board Members Fellars, Penney, and Valdez were absent.)
19. Board Member Tassoni made a motion to approve (26-002) Resolution Authorizing the Purchase of Four Plow/Dump Truck Chassis, seconded by Board Member Booker. Discussion by Board Member Tassoni. Motion was approved by a unanimous vote of all members present. (Board Members Fellars, Penney, and Valdez were absent.)
20. Board Member Tassoni made a motion to approve (26-003) Resolution Authorizing an Agreement with Willett Hofmann & Associates, Inc. for Construction Engineering for Replacement of the Prairie Hill Road Bridge over the Rock River, (Section: 18-00655-00-BR), seconded by Board Member Webster. Discussion by Board Member Tassoni. Motion was approved by a unanimous vote of all members present. (Board Members Fellars, Penney, and Valdez were absent.)
21. Board Member Tassoni made a motion to approve (26-004) Resolution Authorizing an Agreement with Willett Hofmann & Associates Inc. for Architectural and Structural Engineering Services for a New Equipment Garage for the Highway Department (Section: 25-00748-00-MG), seconded by Board Member Webster. Discussion by Board Member Tassoni. Motion was approved by a unanimous vote of all members present. (Board Members Fellars, Penney, and Valdez were absent.)
22. Board Member Tassoni made a motion to approve (26-005) Resolution Authorizing an Agreement with Chastain and Associates, LLC for Right of Way Acquisition Services for the Owen Center Road Project (Section: 22-00712-00-SP), seconded by Board Member De La Trinidad. Discussion by Board Member Tassoni. Motion was approved by a unanimous vote of all members present. (Board Members Fellars, Penney, and Valdez were absent.)
23. Board Member Tassoni made a motion to approve (26-006) Resolution Authorizing a Structural Engineering Agreement with Willett Hofmann & Associates, Inc. for Bridge Load Rating Updates as Part of the Centralized Agency Permitting System (CAPS), seconded by Board Member Hanserd. Discussion by Board Member Tassoni. Motion was approved by a unanimous vote of all members present. (Board Members Fellars, Penney, and Valdez were absent.)

24. Board Member Tassoni made a motion to approve (26-007) Resolution Authorizing an Engineering Agreement with ITERIS for Traffic Signal Coordination and Upgrades Along the Riverside Boulevard Corridor. (Section: 25-00746-00-TL), seconded by Board Member Dr. Michael Thompson. Discussion by Board Member Tassoni. Motion was approved by a unanimous vote of all members present. (Board Members Fellars, Penney, and Valdez were absent.)
25. Board Member Tassoni read in for the first reading of (26-008) Ordinance for the Vacation of a Portion of Romona Avenue Right-of-Way in Rockford Township. Board Member Tassoni made a motion to suspend the rules, seconded by Board Member Hanserd. Motion to suspend was approved by a unanimous vote of all members present. (Board Members Fellars, Penney, and Valdez were absent.) Board Member Tassoni made a motion to approve the Ordinance, seconded by Board Member Hanserd. Discussion by Board Member Tassoni. Motion was approved by a unanimous vote of all members present. (Board Members Fellars, Penney, and Valdez were absent.)

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

26. No Report.

#### **UNFINISHED BUSINESS**

27. Board Member Hanserd spoke of a vacancy on the Winnebago County Community Mental Health Board and asks that each Caucus address the recommendations that the Board brought forth.

Board Member Booker requested an update on Metronet on Roscoe Road. Discussion by Winnebago County Engineer Molina, Chief of the Civil Bureau Reuter, and Board Members R. Thompson and Webster.

#### **NEW BUSINESS**

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

Board Members McCarthy, Webster, and the State's Attorney's office drafted an Ordinance for solicitation in Winnebago County and would like to send it to the Operations and Administrative Committee for review and vote on it at County Board.

Board Member Sweeney spoke of a Budget Amendment Ordinance for CASA and will submit it to the appropriate committee for consideration.

Board Member Dr. Michael Thompson would like to add his name as a sponsor for the draft regarding solicitation.

Board Member R. Thomson inquired on the CASA expense. Additional discussion by Board Member Goral.

## ANNOUNCEMENTS & COMMUNICATION

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

A. County Clerk Gummow submitted from the United States Nuclear Regulatory Commission the following:

- a. Constellation Energy Generation, LLC Fleet-Issuance of Amendments to Adopt Technical Specifications Task Force Traveler TSTF-599 (EPID L-2025-LLA-0125)
- b. U.S. Nuclear Regulatory Commission (NRC) Public Listserv: Byron (Byron, IL) Update
- c. Constellation Energy Generation, LLC-Braidwood and Byron-Request for Withholding Information from Public Disclosure [Application] (REID L-2025-LLA-0172)
- d. Constellation Energy Generation, LLC-Braidwood and Byron Request-Acceptance of License Amendment Request to Revise Limiting Conditions Supporting Transitioning to Framatome GAIA Fuel (EPID No. L-2025-LLA-0172)
- e. Federal Register/Vol. 90, No. 229/Tuesday, December 2, 2025/Notices
- f. Byron Station-Integrated Inspection Report 05000454/2025003 and 05000455/2025003
- g. Applications and Amendments to Facility Operating Licenses and Combined Licenses Involving Proposed No Significant Hazards Considerations and Containing Sensitive Unclassified Non-Safeguards Information and Order Imposing Procedures: December 30, 2025
- h. Federal Register/Vol. 90, No. 246/Tuesday, December 30, 2025/Notices

B. County Clerk Gummow submitted from the Illinois Department of Transportation a letter regarding a Notification to Maintain. The following contact has been satisfactorily completed and accepted by the Department of Transportation.

Route: FAU 5128  
Contract: 64N64  
County: Winnebago  
Illinois Project: STP-64D8731  
Section: D2 SW 2019-2

C. County Clerk Gummow submitted from Theresa Grennan, Winnebago County Treasurer the following:

- a. Investment Report - as of December 1, 2025
- b. Winnebago County Treasurer Bank Balances – October & November, 2025

c. Collateralization Report – as of November 31, 2025

County Clerk Gummow gave an Election update and announced the postal offices are changing their practices that may affect vote by mail.

**ADJOURNMENT**

30. 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 Members Fellars, Penney, and Valdez were absent.) The meeting was adjourned at 6:48 p.m.

Respectfully submitted,



Lori Gummow  
County Clerk  
ar

**REGULAR ADJOURNED MEETING  
WINNEBAGO COUNTY BOARD  
FEBRUARY 12, 2026**

1. Chairman Chiarelli Called to Order the Regular Adjourned Meeting of the Winnebago County Board for Thursday, February 12, 2026 at 6:00 p.m.
2. Board Member R. Thompson gave the invocation and led the Pledge of Allegiance.
3. Agenda Announcements: None
4. Roll Call: 17 Present. 3 Absent. (Board Members Arena, Booker, De La Trinidad, Fellars, Goral, Hanserd, Hoffman, Lindmark, McCarthy, Nabors, Penney, Sweeney, Tassoni, Dr. M. Thompson, R. Thompson, Valdez, and Webster. (Board Members Butitta, McDonald, and Scrol 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 Booker. Motion was approved by a unanimous vote of all members present. (Board Members Butitta, McDonald, and Scrol were absent.)

Board Member McDonald joined remotely at 6:02 p.m.

Chairman Chiarelli recognized the passing of former Winnebago County Board Chairman Scott Christiansen and asked for a moment of silence.

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

5. Awards - None

Presentations- None

Public Hearings - None

Public Participation - F. S. Tate, Queen of Hearts Status, Pro. Discussion by Chief Operations Officer Dornbush, Chairman Chiarelli, and Board Member Webster.

**APPROVAL OF MINUTES**

6. Chairman Chiarelli entertained a motion to approve the Minutes. Board Member McCarthy made a motion to approve County Board Minutes of December 11, 2025 and layover County Board Minutes of January 22, 2026, seconded by Board Member Hoffman. Motion was approved by a unanimous vote of all members present. (Board Members Butitta and Scrol were absent.)

## CONSENT AGENDA

7. Chairman Chiarelli entertained a motion to approve the Consent Agenda for February 12, 2026. Board Member Hanserd made a motion to approve the Consent Agenda which includes the Raffle Report and Auditor's Report, seconded by Board Member Webster. Motion was approved by a unanimous vote of all members present. (Board Members Butitta and Scrol were absent.)

## APPOINTMENTS

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

- A. **North Park Fire Protection District, Annual Compensation: Not to exceed \$1,500 per year**

Board Member Arena made a motion to suspend the rules on Agenda Item 1. (as listed below), seconded by Board Member Booker. Motion to suspend was approved by a unanimous vote of all members present. (Board Members Butitta and Scrol were absent.) Discussion by Board Member Arena. Board Member Arena made a motion to approve the Appointment, seconded by Board Member Penney. Motion was approved by a unanimous vote of all members present. (Board Members Butitta and Scrol were absent.)

1. Craig Larson (New Appointment), Rockford, Illinois, to serve a 3-year term (Hannelore Reiger) expiring November 2028

## REPORTS FROM STANDING COMMITTEES

### FINANCE COMMITTEE

9. Board Member Sweeney made a motion to approve a Resolution Authorizing Settlement of Pending Litigation (Careleen Hinsley, as Independent Administrator of the Estate of Ronald J. Griffen, deceased v. County of Winnebago d/b/a River Bluff Nursing Home et al.), seconded by Board Member R. Thompson. Motion was approved by a unanimous vote of all members present. (Board Members Butitta and Scrol were absent.)

### ZONING COMMITTEE

10. No Report.

### ECONOMIC DEVELOPMENT COMMITTEE

11. No Report.

## **OPERATIONS & ADMINISTRATIVE COMMITTEE**

12. Board Member Arena made a motion to approve a Resolution Awarding Purchase of Winnebago County Animal Services Transit Van Using Fee Funds, seconded by Board Member Booker. Discussion by Board Member Arena. Motion was approved by unanimous vote of all members present. (Board Members Butitta and Scrol were absent.)
13. Board Member Arena made a motion to approve a Resolution Awarding Property Tax and Assessment Software Annual Renewal, seconded by Board Member Penney. Discussion by Board Member Arena. Motion was approved by a unanimous vote of all members present. (Board Members Butitta and Scrol were absent.)
14. Board Member Arena made a motion to layover a Resolution Awarding Upper Roof Replacement at the Juvenile Justice Center Using CIP 2026 Funds, seconded by Board Member R. Thompson. Discussion by Board Member Arena. Motion to lay over was approved by a unanimous vote of all members present. (Board Members Butitta and Scrol were absent.)
15. Board Member Arena read in for the first reading of an Ordinance Regulating Door-To-Door Solicitation to be Laid Over. Board Member McCarthy made a motion to suspend the rules, seconded by Board Member Webster. Motion to suspend was approved by a voice vote. (Board Members Butitta and Scrol were absent.) (Board Member Fellars voted no.) Discussion by Board Members Goral and McCarthy. Board Member Arena made a motion to approve the Ordinance, seconded by Board Member McCarthy. Further discussion by Chief of the Civil Bureau Reuter and Board Members McCarthy, Goral, Webster, Fellars, and Arena. Motion was approved by a unanimous vote of all members present. (Board Members Butitta and Scrol were absent.)

## **PUBLIC WORKS COMMITTEE**

16. No Report.

## **PUBLIC SAFETY AND JUDICIARY COMMITTEE**

17. Board Member Lindmark announced the next Public Safety and Judiciary Committee will meet Tuesday, February 17, 2026.

## **UNFINISHED BUSINESS**

18. Board Member Tassoni announced the next Public Works Committee meeting will be scheduled for this coming Tuesday.

Board Member Sweeny announced an upcoming Economic Development Committee meeting this coming Tuesday at 5:30 p.m.

## **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 submitted from the United States Nuclear Regulatory Commission the following:
    - a. Federal Register/Vol. 91, No. 12/Tuesday, January 20, 2026/Notices
    - b. Byron Station-Integrated Inspection Report 05000454/2025004 and 05000455/2025004
    - c. Applications and Amendments to Facility Operating Licenses and Combined Licenses Involving Proposed No Significant Hazards Considerations and Containing Sensitive Unclassified Non-Safeguards Information and Order Imposing Procedures: January 27, 2026
    - d. Constellation Energy Generation, LLC-Fleet Request-Proposed Alternative for Reactor Vessel Closed Stud Examinations (L-2025-LLR-0060)
    - e. Byron Station, Unit 2, Request for Information for NRC Post-Approval Site Inspection for license Renewal, Phase 2, Inspection Report 05000455/2026010
    - f. Byron Station-Request for Information for the NRC Age-Related Degradation Inspection: Inspection Report 05000454/20260011 and 05000455/2026011
  - B. County Clerk Gummow received from the Illinois Department of Transportation a letter to notify the following projects have been completed:
    - a. Contract 85715 – Job Number C-92-044-20  
Replace the double cell box culvert with a single cell box culvert over sugar creek, 6.0 miles northwest of Durand.
    - b. Contract 85704 – Job Number C-92-034-20  
Rehabilitate the bridge carrying Alpine Road over Forest Hills Road, 0.2 Mile South of Windsor Road.  
  
Route: FAP 517  
Contract: 64L14  
County: Winnebago  
Illinois Project: HSIP-NHPP-V5IF659  
Section: (2Y-1) N
  - C. County Clerk Gummow received from Theresa Grennan, Winnebago County Treasurer the following:
    - a. Investment Report - as of January 1, 2026

- b. Winnebago County Treasurer Bank Balances – December, 2025
- c. Collateralization Report – as of December 31, 2025

Board Member McCarthy wished all the ladies a Happy Valentine's Day.

Board member Sweeney congratulated Chairman Chiarelli for the Juvenile Detention Center expansion.

Chairman Chiarelli thanked the American Hockey League and all who took part in the championship and spoke of trip to Washington he participates in twice a year advocating for more infrastructure dollars for Winnebago County.

### ADJOURNMENT

- 21. 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 Members Bititta and Scrol were absent.) The meeting was adjourned at 6:34 p.m.

Respectfully submitted,

  
Lori Gummow  
County Clerk  
ar

# **Consent Agenda**



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	\$	961,725
101	PUBLIC SAFETY TAX	\$	107,566
103	DOCUMENT STORAGE FUND	\$	14,691
105	VITAL RECORDS FEE FUND	\$	474
106	RECORDERS DOCUMENT FEE FUND	\$	357
111	CHILDREN'S WAITING ROOM FUND	\$	65
114	911 OPERATIONS FUND	\$	44,220
115	PROBATION SERVICE FUND	\$	18,753
116	HOST FEE FUND	\$	500
120	DEFERRED PROSECUTION PROGRAM	\$	21,626
126	LAW LIBRARY	\$	315
131	DETENTION HOME	\$	68,851
155	MEMORIAL HALL	\$	5,750
156	CIRCUIT CLERK ELECTRONIC CITATION	\$	11,092
158	CHILD ADVOCACY PROJECT	\$	20,118
161	COUNTY HIGHWAY	\$	46,143
162	COUNTY BRIDGE FUND	\$	10,000
164	MOTOR FUEL TAX FUND	\$	196,350
165	TOWNSHIP HIGHWAY FUND	\$	2,186
168	TOWNSHIP BRIDGE	\$	5,671
181	VETERANS ASSISTANCE FUND	\$	22,909
185	HEALTH INSURANCE	\$	119,196
194	TORT JUDGMENT & LIABILITY	\$	8,349
196	MENTAL HEALTH TAX FUND	\$	1,143,806
301	HEALTH GRANTS	\$	49,804
302	SHERIFF'S DEPT GRANTS	\$	82,786
304	PROBATION GRANTS	\$	48,599
309	CIRCUIT COURT GRANT FUND	\$	120,008
310	CITY ELECTION FUND	\$	1,268,001
314	CJCC GRANTS FUND	\$	5,525
315	OPIOID SETTLEMENT FUND	\$	2,676
316	RURAL TRANSIT DISTRICT FUND	\$	16,013
401	RIVER BLUFF NURSING HOME	\$	335,279
410	ANIMAL SERVICES	\$	30,107
420	555 N COURT OPERATIONS FUND	\$	2,749
430	WATER FUND	\$	2,952
501	INTERNAL SERVICES	\$	355
743	CAPITAL PROJECTS FUND	\$	92,790
752	2024 COURT AND CASE PROJECT FUND	\$	26,068
	TOTAL THIS REPORT	\$	4,914,425

The adoption of this report is hereby recommended:

  
\_\_\_\_\_  
William Crowley, County Auditor

ADOPTED: This 26th day of February 2026 at the City of Rockford, Winnebago County, Illinois.

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

ATTEST:

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

# Appointments

# **Reports of Standing Committees**

# **Finance Committee**



# Ordinance Executive Summary

**Prepared By:** Steve Schultz  
**Committee:** Finance Committee  
**Committee Date:** February 19, 2026  
**Ordinance Title:** Ordinance for a Budget Amendment for Motorola Starcom Radio Replacements  
**Board Meeting Date:** February 26, 2026

## Budget Information:

Was item budgeted? No	Original Appropriation Amount: \$0
If not, explain funding source: Public Safety Sales Tax Fund Balance	
ORG/OBJ/Project Code: 40100-42112 / 43167 PSST Equip / Software Subscription	
FY2026 Budget Impact: \$2,625,336	

**Background Information:** The Starcom radios purchased in 2016 have reached end of life. The Sheriff's office and other departments have reported the need to replace radios as outlined in the attached Motorola proposal. A total of 330 radios will be purchased for the Sheriff, Corrections, Animal Services and Probation/Detention. The initial upfront costs will be paid from Public Safety Sales Tax funds. Future annual expenses will be charged to the departments.

**Recommendation:** Finance Department recommends approval

**Contract/Agreement:** Not applicable

**Legal Review:** Not applicable

**Follow-Up:** Not applicable

**2026 Fiscal Year**

Finance: February 19, 2026

Lay Over: February 26, 2026

Sponsored by:

**Final Vote: March 12, 2026**

John Butitta, Finance Committee Chairman

## **2026 CO**

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

The Winnebago County Finance Committee presents the following Ordinance amending the Annual Appropriation Ordinance for the fiscal year ending September 30, 2026 and recommends its adoption.

### **Ordinance for a Budget Amendment for Motorola Starcom Radio Replacements**

**WHEREAS**, the Starcom radios purchased from Motorola in 2016 are reaching end of life and the sheriff and other departments have reported the need to replace radios as outlined in the attached Motorola proposal. A total of 330 radios will be purchased with the upfront costs paid from Public Safety Sales Tax funds; and,

**WHEREAS**, the Winnebago County Board adopted the “Annual Budget and Appropriation Ordinance” for the fiscal year ending September 30, 2026 at its September 25, 2025 meeting; and,

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

**NOW, THEREFORE, BE IT ORDAINED**, that the County Board deems that pursuant to provisions as set forth in 55ILCS 5/6-1003(2014), certain conditions have occurred in connection with the operations of the County which are deemed to be immediate emergencies; therefore, the increases detailed per the attached Request for Budget Amendment are hereby authorized for Amendment **#26-007 Motorola Starcom Radio Replacements**.

Respectfully Submitted,  
**FINANCE COMMITTEE**

**AGREE**

**DISAGREE**

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

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

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

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

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

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

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

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

\_\_\_\_\_  
KEITH McDONALD

\_\_\_\_\_  
KEITH McDONALD

\_\_\_\_\_  
JOHN SWEENEY

\_\_\_\_\_  
JOHN SWEENEY

\_\_\_\_\_  
CHRISTINA VALDEZ

\_\_\_\_\_  
CHRISTINA VALDEZ

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

Winnebago, Illinois this \_\_\_\_\_ day of \_\_\_\_\_ 2026.

ATTESTED BY:

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

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

2026  
**WINNEBAGO COUNTY**  
 FINANCE COMMITTEE  
 REQUEST FOR BUDGET AMENDMENT

DATE SUBMITTED:		2/19/2026			AMENDMENT NO: 26-007			
DEPARTMENT:		various			SUBMITTED BY: Sheriff Caruana / Rick Ciganek			
FUND#:		0101 - Public Safety Sales Tax Fund			DEPT. BUDGET NO. 40100-Public Safety Sales Tax			
Department Org Number	Object (Account) Number	Project Number	Object (Account) Description	Adopted Budget	Amendments Previously Approved	Revised Approved Budget	Increase (Decrease)	Revised Budget after Approved Budget Amendment
<b>Expenditures</b>								
40100	42112		PSST - Equipment under \$12,000	\$0	\$0	\$0	\$2,490,910	\$2,490,910
40100	43167		PSST - Software Subscription	\$0	\$0	\$0	\$134,426	\$134,426
<b>Revenue</b>								
<b>TOTAL ADJUSTMENT:</b>							\$2,625,336	
<b>Reason budget amendment is required:</b>								
The Starcom radios purchased in 2016 have reached end of life. The Sheriff's office and other departments have reported the need to replace radios as outlined in the attached Motorola proposal. A total of 330 radios will be purchased for the Sheriff, Corrections, Animal Services and Probation/Detention. The initial upfront costs will be paid from Public Safety Sales Tax funds. Future annual expenses will be charged to the departments.								
<b>Potential alternatives to budget amendment:</b>								
None								
<b>Impact to fiscal year 2026 budget:</b> \$2,625,336								
<b>Revenue Source:</b> Public Safety Sales Tax Fund Balance								

Winnebago County Sheriff's Office  
Attn: Rick Ciganek  
650 W. State St. Rockford, IL 61102

12/29/25

To: Winnebago County Sheriff's Office

Attn: Rick Ciganek

This Notice to Proceed (NTP) serves as authorization for Motorola to place an order and invoice the Winnebago County Sheriff's Office for communication equipment and services as referenced on this quote for a full purchase price of \$3,233,699.63, subject to the terms and conditions of the AGREEMENT: STATE OF ILLINOIS. Grand total price of \$3,233,699.63 covers radio equipment and services listed in this quote includes a \$423,798.18 discount above state contract pricing, and includes the final payment of \$423,798.18 in Lease-Purchase Agreement 24048.

The offer to pay off \$423,798.18 from Lease-Purchase Agreement 24048 is contingent upon the Winnebago County Sheriff's Office accepting this quote in its entirety. Any modification to this quote is subject to renegotiation of discount and lease-purchase payoff amount.

Title and Risk of Loss to Equipment shall pass to Customer upon delivery from Motorola, unless otherwise agreed by the parties in writing, shipment will be made in a manner determined by Motorola. This NTP will take precedence with respect to conflicting or ambiguous terms.

Motorola will invoice for the equipment "net 30 days upon delivery" subject to Winnebago County Sheriff's Office termination rights as outlined in the Agreement. The equipment will be shipped to the Customer at the following address:

650 W. State St. Rockford, IL 61102

When Motorola Solutions invoices the Winnebago County Sheriff's Office the invoice should reference Rick Ciganek and can be sent to at the following address:

650 W. State St. Rockford, IL 61102

For taxation purposes, even if tax-exempt, the radios sold to the Winnebago County Sheriff's Office will ultimately reside at the following address:

650 W. State St. Rockford, IL 61102

Payments can be authorized on this document. I submit that I am a duly authorized official of our entity.. The department is committed to this price including all subsequent years of contract services. The Customer will pay all invoices as received from Motorola, which will not be sent until shipment of product, and any changes in scope will be subject to the change order process as described in the

Agreement. In the event any identified funding is not appropriated or becomes unavailable, the Customer reserves the right to terminate this Agreement for non-appropriation.

It is Motorola's understanding that this does not constitute the full amount that the Winnebago County Sheriff's Office will need in order to round out their fleet. This project was originally quoted for 393 radios. Motorola will offer the Winnebago County Sheriff's Office an additional 5% off above state contract pricing on the remaining 63 radios needed if purchased before 12/31/2027.

If you have any questions regarding this order, please contact Rick Ciganek at [CiganekR@WCSO-IL.us](mailto:CiganekR@WCSO-IL.us)

WINNEBAGO SIGN: \_\_\_\_\_

MOTOROLA COUNTER SIGN: \_\_\_\_\_

CC: Maggie O'Brien

773-520-8891

[marguerite.obrien@motorolasolutions.com](mailto:marguerite.obrien@motorolasolutions.com)



**MOTOROLA**  
SOLUTIONS

# Winnebago County Sheriff's Office

Proposal

APX Next and N70 Radio Proposal

**Maggie O'Brien**

**773-520-8891**

**[marguerite.obrien@motorolasolutions.com](mailto:marguerite.obrien@motorolasolutions.com)**

The design, technical, and price information furnished with this proposal is proprietary information of Motorola Solutions, Inc (Motorola). Such information is submitted with the restriction that it is to be used only for the evaluation of the proposal, and is not to be disclosed publicly or in any manner to anyone other than those required to evaluate the proposal, without the express written permission of Motorola Solutions, Inc. MOTOROLA, MOTO, MOTOROLA SOLUTIONS, and the Stylized M Logo are trademarks or registered trademarks of Motorola Trademark Holdings, LLC and are used under license. All other trademarks are the property of their respective owners. © 2025 Motorola Solutions, Inc All rights reserved.

QUOTE-3435791

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Motorola Solutions, Inc  
500 W Monroe Street, Ste 4400  
Chicago, IL 60661-37

January, 2026

Winnebago County Sheriff's Office

650 W State St, Rockford, IL 61102

RE: APX Next and N70 Radio Proposal

Dear Rick Ciganek

Motorola Solutions, Inc (Motorola Solutions) appreciates the opportunity to provide the Winnebago County Sheriff's Office quality communications equipment and services. Motorola Solutions' project team has taken great care to propose a solution to address your needs and provide exceptional value.

Motorola Solutions' proposal is conditional upon Winnebago County Sheriff's Office's acceptance of the terms and conditions included in this proposal, or a negotiated version thereof. Pricing will remain valid for 90 days from the date of this proposal.

Any questions Winnebago County Sheriff's Office has regarding this proposal can be directed to Maggie O'Brien, at 773-520-8891, ([marguerite.obrien@motorolasolutions.com](mailto:marguerite.obrien@motorolasolutions.com)).

Our goal is to provide the Winnebago County Sheriff's Office with the best products and services available in the communications industry. We thank you for the opportunity to present our proposed solution, and we hope to strengthen our relationship by implementing this project.

Sincerely,

A handwritten signature in black ink, appearing to read 'D. Storelli'.

Dominick Storelli

Motorola Solutions, Inc



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# Solution Summary

## Driving Your Success

**With APX NEXT and N70 radios combined with CommandCentral Aware, first responders gain actionable intelligence at the point of engagement, enhanced situational awareness, and seamless interoperability, leading to faster response times, increased efficiency, and safer communities.**

Imagine a scenario where a large-scale emergency unfolds, demanding seamless coordination between multiple agencies. In the chaos, first responders struggle to maintain clear communication, access real-time intelligence, and effectively manage resources. Critical information gets lost in translation, response times lag, and the safety of both responders and the public is compromised.

Motorola Solutions addresses these challenges head-on by delivering an integrated ecosystem of communication and intelligence tools. APX NEXT and N70 radios provide first responders with instant access to mission-critical voice and data, ensuring clear and reliable communication in any environment. CommandCentral Aware aggregates real-time information from various sources, providing a comprehensive operational view that enables informed decision-making and efficient resource allocation. This integrated solution empowers agencies to respond faster, coordinate more effectively, and protect communities more securely.

## Key Products and Benefits

- **APX NEXT Radio:** Motorola's next-generation P25 platform, purpose-built for first responders to access and act on information while maintaining their focus in critical situations.
- **APX N70 Portable Radio:** Offers affordable, next generation communications without compromising P25 interoperability or voice and data quality.
- **CommandCentral Aware Standard Offer:** A situational awareness software solution designed to deliver real-time intelligence across the public safety workflow.

## A Solution That is More Than the Sum of Its Parts

The devices and applications in this proposal are part of an integrated ecosystem of technology that allows seamless collaboration across different systems and networks. It transforms streams of complex data into life-saving, mission-critical information - improving response times, increasing efficiency, and driving better outcomes for your end-users, your agency, and your community.

Below are some additional product integrations available using Motorola technology, which could do even more to help meet your missions-critical needs and objectives:



### APX Two-Way Radios can integrate with...

- **CommandCentral AXS:** Enables mission-critical communication between dispatch and field teams, leading to faster response to 911 calls, events & incidents.
- **ASTRO 25:** Supports P25 voice and data communications, ensuring interoperable collaboration and secure communication across agencies and jurisdictions.
- **Critical Connect:** Provides interoperable PTT communication between disparate networks, allowing first responders to seamlessly team up with safety personnel.
- **Flex CAD:** Displays field devices through one centralized hub for voice and data communication, increasing situational awareness and improving officer safety.
- **PremierOne CAD:** Enhances situational awareness and improves field officer safety with accurate responder locations, streamlining talkgroup management.
- **V700 Body Camera:** Automatically triggers the V700 body-worn camera to start capturing video evidence when the radio's emergency button is pressed.
- **WAVE PTX:** Shares video, audio, and text messages between WAVE PTX enabled devices and SmartMessaging, improving situational awareness.

### CommandCentral Aware can integrate with...

- **ASTRO 25:** Ingests device detail, location, and status of ASTRO P25 radio systems, providing control calls and monitoring of first responders.
- **Avigilon Unity Video:** Displays camera locations and analytic alerts from Unity Video as resources and events on the ESRI-based map.
- **CommandCentral CAD:** Accesses CAD incident data from the situational map to achieve a complete operational view, improving awareness of officer locations.
- **CommandCentral Community:** Brings in tips and displays registered cameras from CommandCentral Community to enhance transparency and collaboration.
- **CommandCentral Evidence:** Securely stores and manages media captured by CommandCentral Aware, centralizing and organizing digital evidence.
- **CommandCentral Records:** Media captured in real-time by CommandCentral Aware is uploaded, correlating media to the incident for a more complete case view.
- **Flex CAD:** Unifies teams within one view and one workflow for a safe and rapid response, accessing CAD incident data from the situational map.
- **KODIAK Broadband Push-to-Talk (PTT):** Ingests device location and detail from KODIAK Broadband Push-to-Talk (PTT) devices, improving awareness of officer locations.
- **MCC7500e Dispatch Console:** Directly utilizes the MCC7500e radio console through a module within the CommandCentral Aware interface.
- **PremierOne CAD:** Unifies teams within one view and one workflow for a safe and rapid response, accessing CAD incident data from the situational map.
- **V700 Body Camera:** Accesses real-time body-worn camera video device locations plus live streaming to put eyes on the scene of the incident.
- **VESTA 9-1-1:** Provides a direct integration between Aware and VESTA 9-1-1 so that the



9-1-1 call displays immediately on the Aware map.

- **VehicleManager (ANPR):** Accesses the VehicleManager database from automatic number plate recognition (ANPR) detection alerts on the map.
- **WAVE PTX:** Tracks location and status of all personnel, regardless of location, network, or device, improving visibility into field operations.



# CommandCentral Aware Standard

## Overview

CommandCentral Aware is a situational awareness software solution designed to deliver real-time intelligence across the public safety workflow. The Standard offering of CommandCentral Aware provides a map-based and list view of locations from broadband compatible radios, LPR hot hits, camera locations and panic alerts from Rave Mobile Safety. The offer includes device location and details from V300 and V700 body-worn cameras, 4RE and M500 in-car video systems, CAPE-equipped drones, license plate recognition (LPR) camera locations sourced from Vigilant VehicleManager, cameras registered in CommandCentral Community, compatible APX radios and smartphone applications. Devices can also send status information, such as from a radio entering an emergency state, a body-worn camera recording activation, or an LPR camera registering a hot hit, to CommandCentral Aware that can trigger an alert.

The Standard offer allows you to consolidate and view a variety of your Motorola video management systems and video streaming platforms and connect to camera feeds in your community to bring more real-time video feeds into your command center. CommandCentral Aware helps intelligence analysts in the command center gain valuable visibility to the field, quickly identify emergency situations and provide remote supervision.

CommandCentral Aware is hosted in the Microsoft Azure Government cloud and is offered as-a-service for an annual subscription cost.

## Solution Elements

CommandCentral Aware consists of a series of core functional modules and integrated systems that power the solution. The CommandCentral Aware Standard offer includes the following:

### Modules:

- Esri-based unified map
- Configurable event monitor
- Workflow automation rules engine
- Integrated video module



### Possible Integrations:

- Radio Location, Detail and Status
  - a. APX Next, XN, XE and N70 Radios
  - b. MOTOTRBO Portable and Mobile Radios
  - c. Broadband Vehicle Modems
- Smartphone App Location, Detail and Status
  - a. WAVE Broadband Push-to-Talk
  - b. CommandCentral Responder
- Body-Worn, In-Car and Drone Camera Location and Detail
  - a. V300 and V700 Body-Worn Cameras
  - b. 4RE and M500 In-Car Camera System
  - c. CAPE-Equipped Drones
- LPR Camera Location, Detail and Hot Hit Alerts
  - a. Vigilant VehicleManager
- Community and Business Registered Cameras on the Map
  - a. CommandCentral Community
  - b. Rave Facility
- Panic Button and Tip Location and Details\*
  - a. CommandCentral Community
  - b. Rave Panic Button
- Fixed Video Location, Detail and Livestreaming
  - a. Motorola Video Management Systems
  - b. Real Time Streaming Video (RTSP)
  - c. Edge Appliance

## Modules included with the CommandCentral Aware Standard Offer

The CommandCentral Aware Standard offer includes the following modules.

### Unified Map

CommandCentral Aware offers a unified mapping interface, powered by Esri, to display resources, event locations and alerts overlaid on detailed base maps and customer specific GIS layers. Users can view all location-based data on the map display. The CommandCentral Aware map includes the following:

- Custom Map Layers – Add your custom map layers from ArcGIS, Mapbox or GeoServer.
- Map Layers Panel – Show or hide event data and map layers to refine the map view.
- Event Detail Display – View details associated with each event on the map.



- Incident Recreation – Replay a time lapse of mapped events over a set period of time for up to 90 days. This history can be exported and viewed in Google Earth or Esri ArcGIS Pro.
- Traffic and Weather – Overlay real-time traffic data and a weather radar map layer.
- Building Floor Plans – Enhance your map view with the addition of indoor floor plans using ArcGIS Indoor Floor plan layers.
- Collaborative Drawing Tools – Draw and save polygons, polylines and points onto the map to support planning for pre-planned events and provide tactical awareness during a real-time incident response. Annotations are visible by all users as a data layer.
- Zones of Interest – Create geofences that geographically filter information in a defined area.
- Directed Patrol Alerts – Specify geographic areas, set alerts and define rules for resources to enter and remain in for a user-determined period of time.
- Unit Management – From CommandCentral Admin, affiliate various resources such as radios and body worn cameras into units that can be named and intelligently tracked based on data from all affiliated resources.

## Event Monitor

CommandCentral Aware offers an event monitor to display a running list of event and resource alerts. The event monitor is highly configurable to meet the needs and preferences of each user. Filter events by type, create separate tabs for different event types and show, hide or reorder columns of event information within the tabs. Pin an event to the top of your monitor as well as apply your event monitor filter to the map to maintain a consistent view of information. Details from any event can be opened in a dialogue box to give users all information about an event provided by the source system.

## Included Integrations in Winnebago's Proposal:

Winnebago's CommandCentral Aware Standard offer the following integrations:

*Please note that any previously listed integrations can be added at any time.*

### Radio Location, Detail and Status: APX Next, XN, XE and N70 Radios

The CommandCentral Aware Standard offer comes with integration to APX NEXT, XN, XE and N70 radios equipped with an active SmartLocate subscription. Once SmartLocate is activated, these APX radios can send device location, details and status over a broadband network. This data is available in CommandCentral Aware on the map and event monitor. Broadband connectivity via SmartLocate increases the frequency of location reporting beyond the capability of an LMR system to improve location accuracy and enable more devices to be tracked.



# Cloud Security and Compliance

## Proactive Security Design

Security is proactively incorporated into the design of our applications, not applied reactively when incidents occur. Applications undergo security reviews at each phase of their development and continue with ongoing assessments after deployment to find and repair vulnerabilities.

## Compliance with Industry Best Practices

Our cloud solutions comply with key industry best practices for security, including NIST Security and Privacy Controls for Information Systems and Organizations (800-53), ISO 27001, 27017, 27018 - Specification for an Information Security Management System, Open Web Application Security Project (OWASP), and Center for Internet Security (CIS) and Criminal Justice Information System (CJIS) Security Policy. We are also annually audited for Service Organization Control (SOC) 1 and 2.

We conduct continuous and comprehensive risk assessments following the guidelines and best practices provided by NIST, OWASP, CIS and ISO.

## Cybersecurity Champions Imbedded in Product and Service Teams

Over 350 specially trained and certified Cybersecurity Champions ensure that a culture of cybersecurity is instilled into the fabric of our product and services teams. Programmers receive ongoing security training and updates on the latest hacker tactics so they can layer security into every stage of the application development process.

## FedRAMP Certified Cloud

The CommandCentral Aware Standard offer is available to be hosted on GovCloud meeting high impact status determined by the Federal Risk and Authorization Management Program (FedRAMP) Joint Authorization Board (JAB). U.S. government customers can safely deploy CommandCentral Aware backed by FedRAMP's highest impact level of security. Some of the Aware Standard modules described above are not currently available with the FedRAMP deployment option.



# APX NEXT Radio

## Overview

APX NEXT is Motorola's next-generation P25 platform, purpose-built for first responders to access and act on information while maintaining their focus in critical situations. With natural and accessible touch interface, audio optimized for high-noise environments, and extended coverage through broadband connectivity, APX NEXT delivers actionable intelligence to the point of engagement for personnel to stay connected and in control wherever the mission takes them.



Equipped with broadband, LTE, Wi-Fi, Bluetooth 5.0 and GPS capabilities, APX NEXT brings future-ready applications, services, and connectivity to the field and control room. The APX NEXT platform's cloud-based provisioning system will allow your agency to procure, provision, and update the APX NEXT fleet, reducing the downtime needed to get devices into the field and saving your support staff valuable time.

Key benefits and advanced capabilities of the APX NEXT device include the following:

- **SmartTouch Experience** – Easier operation with a redefined touch UI, centered around a new 3.6" impact resistant touch display and shallow menu hierarchy that offer more information at a glance and quicker engagement with critical applications. This cleaner and more intuitive visual layout increases the usability of the APX NEXT radio and helps your users find the information they need without pause or distraction.
- **Ruggedized, Ergonomic Design** – Increased personnel safety and efficiency with an improved T-Grip ergonomic design, full-color top display, and tactile knobs for efficient use in emergency situations. Patented touch technology enables reliable gloved use, while also making the screen immune to false actuations from water, snow, ice, or debris. The APX Next device meets the same MIL standards for ruggedization achieved



by our APX platform radios.

- Interoperability – Supports all public safety frequency bands (7/800 MHz, VHF, UHF) for full interoperability across radio systems with minimal intervention by the radio user.
- Simplified Fleet Management – Simplified radio provisioning, remote updates, and streamlined management for support staff, delivering greater awareness of your APX NEXT fleet. Using Motorola’s cloud-based RadioCentral (RC) programming, APX NEXT supports faster provisioning and deployment to get devices in the hands of responders and out into the field.

Across all aspects of the radio experience – deployment, operation, maintenance, and evolution – APX NEXT brings critical advancements to usability and performance. This platform brings streamlined interfaces, accelerated workflows, and mission-critical reliability to your agency’s operation, and protects the focus that responders, dispatchers, and technicians need to stay safe and effective.

## Device Management Services – Essential

Device Management Services - Essential (“DMS”) is an additional option that provides remote technical support and hardware repair to maximize the effectiveness of the APX NEXT solution, while reducing maintenance risk, workload, and total cost of ownership. The offering consists of:

### Technical Support

Our experienced technicians are available to help isolate and resolve any issues you may have with your APX NEXT radios. With an extensive knowledge base and trained and certified technical engineers, this team can troubleshoot and provide prompt resolution to your technical device issues. We apply leading industry standards to record, monitor, escalate and report technical service calls from our customers.

### Hardware Repair

Your APX NEXT radio fleet components are protected in the event of an unexpected failure and are back in operation as soon as possible. All device components are returned to you with original factory specifications and updated with the latest firmware. Service centers are certified to comply with ISO 9001, ensuring the highest quality repairs.

## Managing and Provisioning Devices

APX NEXT provides users greater awareness and faster radio management through Customer Programming Software (“CPS”), Radio Management (“RM”), or RadioCentral programming. These tools transform accurate data into smarter action by enabling dispatchers and network



managers to keep radios in the field, make informed operational decisions, and, above all, protect first responders' focus and safety.

### Customer Programming Software

CPS is a proprietary, Windows-based application used to configure APX subscriber radios in offline situations. The CPS application offers drag-and-drop, clone-wizard, and basic import/export functions that allow for the addition of new software and feature enhancements. APX NEXT radios can be programmed one at a time on a local PC, via secure USB port connection, with TLS-PSK based encryption. Once loaded, subscriber radios are read and edited, and codeplugs and templates can be saved and duplicated to program other fleet radios.

### Radio Management

Batch Programming is available through the Radio Management (RM) software, which allows new codeplugs, firmware updates, and flashcode updates to be sent to groups of devices simultaneously. With Batch Programming, radios can also be programmed at once over a Wi-Fi connection for compatible radios. This helps keep the radio in the hands of the end user, reduces programming time, and ensures that the radio fleet is up to date.

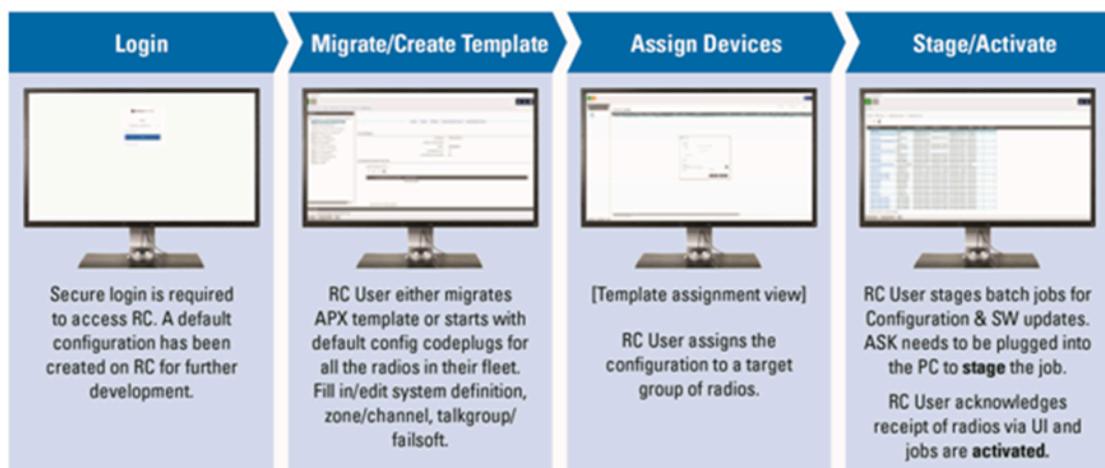
### RadioCentral

RadioCentral is Motorola's cloud-based programming offering, which provides simplified, efficient provisioning and deployment to get devices out into the field. Parameters such as talk groups, interface options, and security keys can be programmed remotely within minutes. RadioCentral streamlines the APX NEXT out-of-the-box experience with a few simple steps. Users will power on the device and view a boot-up animation, and from power on to provisioning, the process takes, on average, less than a minute. For Encryption and Authentication users, a KVL needs to be connected to the radio to use those services.

APX NEXT also features Touchless Key Provisioning ("TKP"), leveraging RadioCentral and Key Management Facility to add encryption keys remotely. This streamlined, one-time process reduces the time and effort spent enabling encryption. TKP delivers the initial encryption keys to APX NEXT radios. Users can provision encryption on one radio or on batches of radios, further speeding up the encryption process for radio fleets.



The figure below illustrates APX NEXT's faster provisioning process.



### APX NEXT Provisioning via Radio Central

## Evolving with Application Services

A host of optional application services enhance the APX NEXT device's capabilities:

### SmartProgramming

In conjunction with RadioCentral provisioning capabilities, the SmartProgramming application allows radios to be updated anywhere within an agency's local LTE network coverage area. APX NEXT devices do not need to be tied to a computer via USB cable, limited to Wi-Fi network coverage or gated by Land Mobile Radio (LMR) bandwidth. SmartProgramming allows the APX NEXT device to take advantage of LTE broadband data speeds to pull programming jobs from RadioCentral devices in minutes.

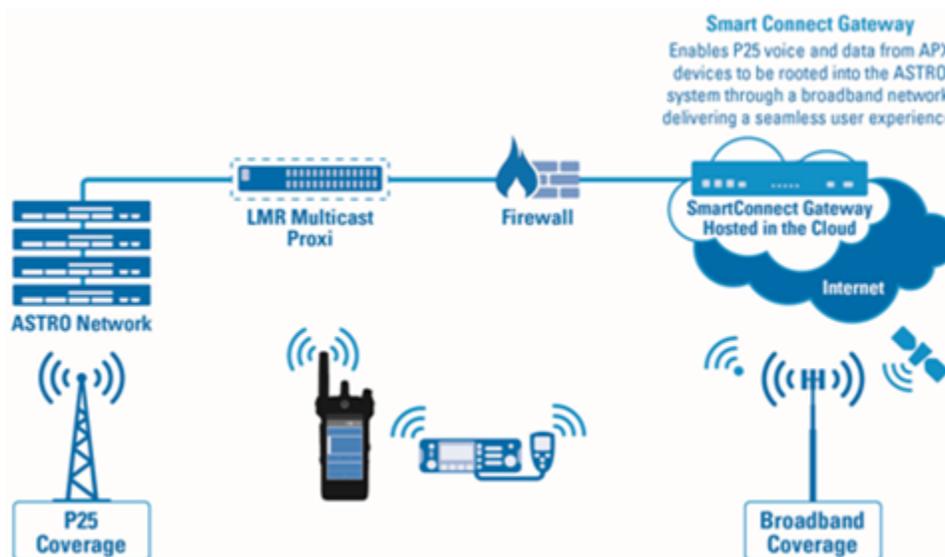
The SmartProgramming Application Service is proposed as a subscription-based model to optimize budget and scale to meet evolving needs.

### ViQi

ViQi allows users to operate their radios with their voice. From switching channel and zone, to adjusting the volume, to checking battery level, or canceling commands, users only need to press and hold the ViQi button and speak into the mic. (To ensure security, there is no "wake word" that leaves an open mic; the ViQi button must be pressed when commands are issued.) Each action is accessible using a range of intuitive commands. For example, "battery," "check battery," "battery level," "battery status" are all recognized to get an update on a user's radio battery.

## SmartConnect

SmartConnect keeps first responders connected and maintains critical LMR features through a broadband connection. By seamlessly switching between P25 LMR and LTE cellular networks, SmartConnect extends reliable Push-to-talk (“PTT”) communications as users roam onto supported broadband networks. Authentication, status, talkgroups, and encryption are all preserved automatically, without interruptions or resets providing continued access to the critical features needed in dangerous situations.



**APX NEXT SmartConnect Network Elements**

## SmartLocate

The APX NEXT SmartLocate application sends accurate GPS location information of field personnel over a broadband network, enabling dispatchers to track units more frequently and improve resource deployment. With Dynamic Mode, SmartLocate can dynamically switch from LTE to P25 to continue sending location reports, without requiring the user to change inputs. This fallback capability provides an extra layer of reliability and enhances location tracking to build an operating picture as situations evolve. The use of broadband increases the frequency of location reporting beyond an LMR system to allow for a higher number of users without LMR infrastructure capacity limitations.

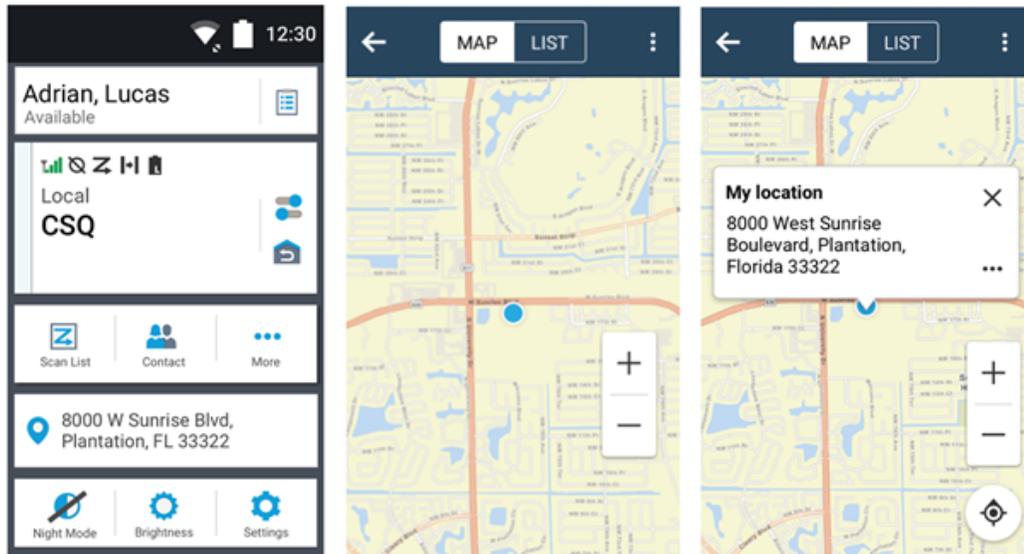
SmartLocate also enhances location information accuracy using nearby cell-towers and WiFi access points. This leads to more accurate APX NEXT radio unit tracking and improved location performance when a user moves indoors or enters marginal conditions (deep street canyons, forested areas).

SmartLocate is seamlessly integrated with CommandCentral Aware and features location triggers such as time, distance, push-to-talk (PTT), emergency, and accelerated cadence during emergency.

The SmartLocate Application Service is proposed as a subscription-based model that optimizes budget and scales to meet evolving needs. SmartLocate provides enhanced capabilities to existing investments in CommandCentral Aware. Access to CommandCentral Aware is not included with the SmartLocate subscription.

## SmartMapping

The SmartMapping application provides location information for field users on APX NEXT's modernized map interface, improving situational awareness and informing response. Users can see their own location and the location/status of other officers at a glance and immediately tap to communicate. SmartMapping streamlines engagement by providing access to the application directly from the APX NEXT home screen to best support users.



**SmartMapping Widget, Map View, and Location Pop-Up Display (Left to Right)**

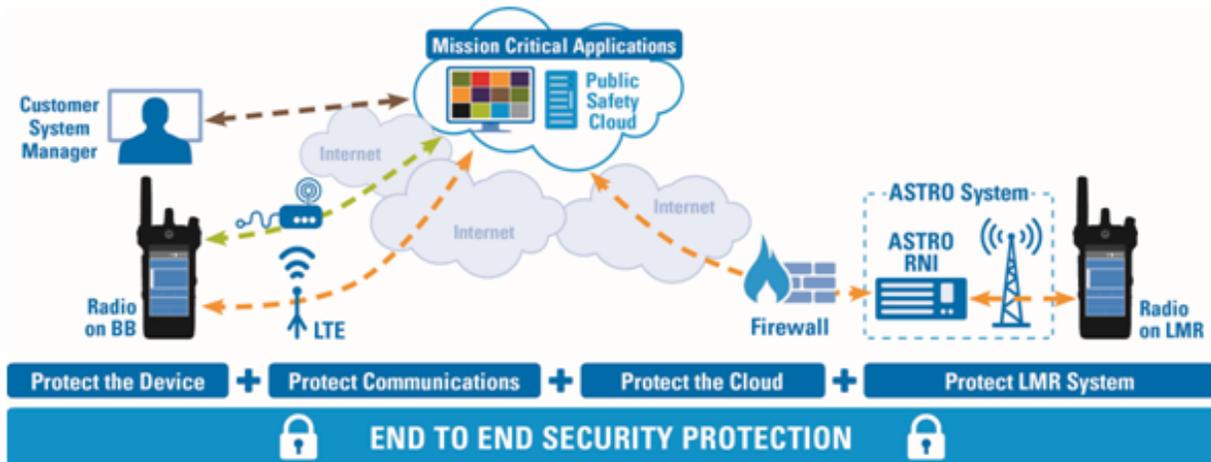
SmartMapping also provides the following capabilities for APX NEXT first responders:

- Search for specific users to communicate with using accessible, on-screen navigation and search tools.
- Select map layers to get a different area view, including Street View, Terrain, or Satellite Image.
- Adapt to changing agency needs as new integrations and capabilities are introduced for the SmartMapping application.

## Securing Communications

APX NEXT uses Motorola’s hardened end-to-end security to protect communications and allow only authorized units in the system to listen to transmissions. End-to-end security provides seamless protection from the device and data in transit to the cloud and the LMR system.

This solution ensures each component in the system is designed and validated against ongoing threat assessments to ensure vulnerabilities are detected and remedied, while potential new vulnerabilities will be addressed with seamless security updates. This offers transparent, real-time protection and keeps critical information and infrastructure safe.



Motorola’s End-to-End Security Solution

## APX N70 Portable Radio

### Overview

The APX N70 offers affordable, next generation communications without compromising P25 interoperability or voice and data quality. It offers a durable design with “pick-up-and-go” functionality, optimizing ease-of-use and focused communications in almost all environments.



### **Durable and Easy to Use**

The APX N70 enhances operations with a full color transfective glass display with touch technology for gloves-on operation. The touchscreen includes a high velocity user interface with large touch targets, shallow menu hierarchy, home screen information at a glance and access to integrated apps. Additionally, the N70 offers extended battery life, a shorter antenna and Bluetooth compatibility with audio accessories, promoting efficient communications between first responders.

### **Essential and Secure P25 Communications**

The APX N70 is certified compliant with P25 standards and supports digital and analog trunking, FDMA and TDMA, and Integrated Voice and Data. P25 communications over the N70 are equipped with software and hardware encryption, single- and multi-key encryption and P25 Authentication designed to protect communications during daily operations.

### **Reliable Connectivity**

Using the APX N70 lets first responders stay connected across disparate networks. It can be equipped with LTE, Wi-Fi®, Bluetooth®, and GPS features, bringing future-ready applications, services, and connectivity to everyday users. APX N70 radios support 7/800 MHz, UHF, and VHF frequency bands across radio systems with minimal intervention by the radio user.

### **Device Management Services – Essential**

Device Management Services - Essential (“DMS”) is an additional option that provides remote technical support and hardware repair to maximize the effectiveness of the APX N70 solution, while reducing maintenance risk, workload, and total cost of ownership. The offering consists of:



## Expert Technical Support

Our experienced technicians are available to help isolate and resolve any issues you may have with your APX N70 radios. With an extensive knowledge base and trained and certified technical engineers, this team can troubleshoot and provide prompt resolution to your technical device issues. We apply leading industry standards to record, monitor, escalate and report technical service calls from our customers.

## Expert Hardware Repair

Your APX N70 radio fleet components are protected in the event of an unexpected failure and are back in operation as soon as possible. All device components are returned to you with original factory specifications and updated with the latest firmware. Plus, our service centers are certified to comply with ISO 9001, ensuring the highest quality repairs.

## Managing and Provisioning Devices

APX N70 provides users greater awareness and faster radio management through Customer Programming Software (“CPS”), Radio Management (“RM”), or RadioCentral programming. These tools transform accurate data into smarter action by enabling dispatchers and network managers to keep radios in the field, make informed operational decisions and, above all, protect first responders' focus and safety.

## Customer Programming Software

CPS is a proprietary, Windows-based application used to configure APX subscriber radios in offline situations. The CPS application offers drag-and-drop, clone-wizard and basic import/export functions that allow for the addition of new software and feature enhancements. APX N70 radios can be programmed one at a time on a local PC, via secure USB port connection, with TLS-PSK based encryption. Once loaded, subscriber radios are read and edited, and codeplugs and templates can be saved and duplicated to program other fleet radios.

## Radio Management

Batch Programming is available through the Radio Management (RM) software, which allows new codeplugs, firmware updates, and flashcode updates to be sent to groups of devices simultaneously. With Batch Programming, radios can also be programmed at once over a Wi-Fi connection for compatible radios. This helps keep the radio in the hands of the end user, reduces programming time, and ensures that the radio fleet is always up to date.

## RadioCentral

RadioCentral is Motorola's cloud-based programming offering, which provides fast, efficient provisioning and deployment to get devices out into the field as quickly as possible. Parameters



such as talk groups, interface options and security keys can be programmed remotely within minutes. RadioCentral streamlines the APX N70 out-of-the-box experience with a few simple steps. Users will power on the device and view a boot-up animation, and from power on to provisioning, the process takes less than a minute. For Encryption and Authentication users, a KVL needs to be connected to the radio to use those services.

APX N70 also features Touchless Key Provisioning (TKP), leveraging RadioCentral and Key Management Facility to add encryption keys remotely. This streamlined, one-time process reduces the time and effort spent enabling encryption. TKP delivers the initial encryption keys to APX N70 radios. Users can provision encryption on one radio or on batches of radios, further speeding up the encryption process for radio fleets.

The figure below illustrates APX N70's faster provisioning process.

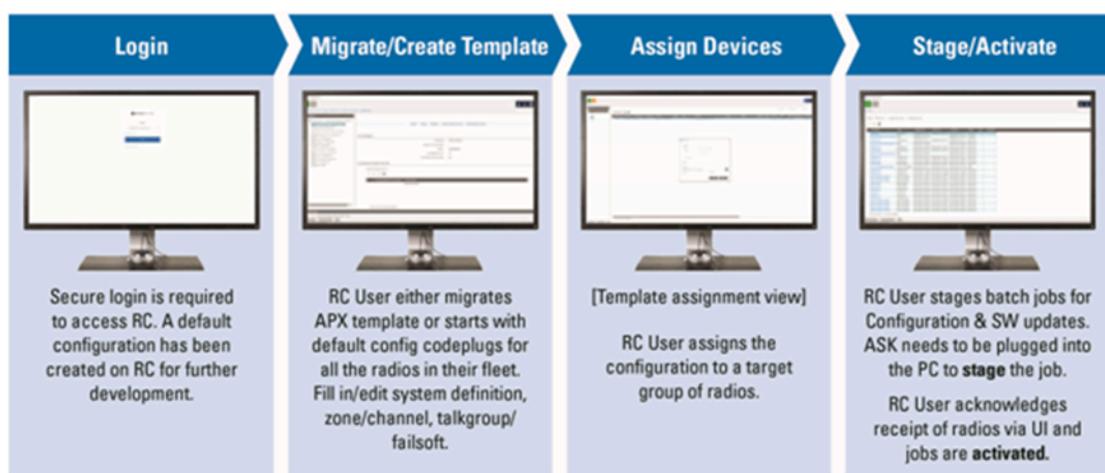


Figure: APX N70 Provisioning via Radio Central

## Evolving with Application Services

APX N70 gives first responders access to mobile features through the following set of application services.

### SmartProgramming Application Service

In conjunction with RadioCentral provisioning capabilities, the SmartProgramming application allows radios to be updated anywhere within an agency's local LTE network coverage area. APX N70 devices do not need to be tied to a computer via USB cable, limited to Wi-Fi network coverage or gated by Land Mobile Radio (LMR) bandwidth. SmartProgramming allows the APX N70 device to take advantage of LTE broadband data speeds to pull programming jobs from RadioCentral devices in minutes.

The SmartProgramming Application Service is proposed as a subscription-based model to optimize budget and scale to meet evolving needs.

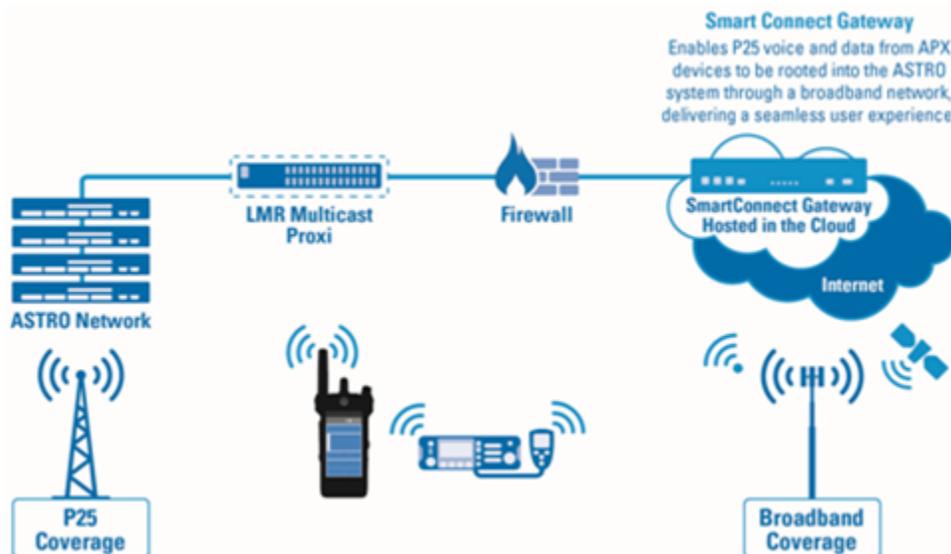
### ViQi

Two voice-activated features on the APX N70 enhance situational awareness and first responder safety.

ViQi allows users to operate their radios with their voice. From switching channel and zone, to adjusting the volume, to checking battery level, or canceling commands, users only need to press and hold the ViQi button and speak into the mic. (To ensure security, there is no “wake word” that leaves an open mic; the ViQi button must be pressed when commands are issued.) Each action is accessible using a range of intuitive commands. For example, “battery,” “check battery,” “battery level,” “battery status” are all recognized to get an update on a user’s radio battery.

### SmartConnect Application Services

SmartConnect allows first responders to access critical intelligence no matter where the mission takes them. It keeps first responders connected and maintains critical LMR features through a broadband connection. By seamlessly switching between P25 LMR and LTE cellular networks, SmartConnect extends reliable Push-to-talk (“PTT”) communications as users roam onto supported broadband networks. Authentication, status, talkgroups and encryption are all preserved automatically, without interruptions or resets to ensure that first responders continue to have access to the critical features they need in dangerous situations.



## Figure: APX N70 SmartConnect Network Elements

### SmartLocate Application Service

The SmartLocate application sends GPS location information of first responders over a broadband network. This enables dispatchers to track field units more frequently and improve resource deployment. With Dynamic Mode, SmartLocate can dynamically switch from LTE to P25 to continue sending location reports, without requiring the user to change inputs. This fallback capability provides an extra layer of reliability and enhances location tracking to build an effective operating picture as situations evolve. The use of broadband increases the frequency of location reporting beyond an LMR system to allow for a higher number of users without LMR infrastructure capacity limitations.

SmartLocate also enhances location information accuracy using nearby cell-towers and Wi-Fi access points. This leads to more accurate device tracking and improved location performance when a user moves indoors or enters marginal conditions (such as deep street canyons or forested areas).

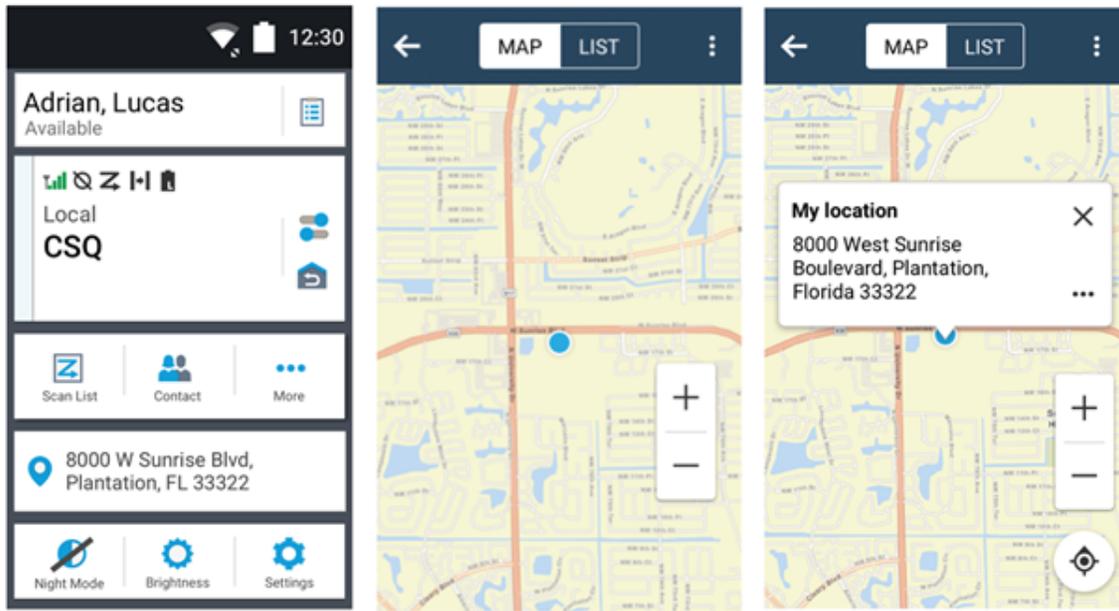
SmartLocate integrates with CommandCentral Aware to provide location triggers such as time, distance, PTT, emergency and accelerated cadence during emergency.

The SmartLocate Application Service is proposed as a subscription-based model that optimizes budget and scales to meet evolving needs. SmartLocate provides enhanced capabilities to existing investments in CommandCentral Aware. Access to CommandCentral Aware is not included with the SmartLocate subscription.

### SmartMapping Application Service

The SmartMapping application provides precise and accessible location information of field units to inform and improve situational awareness. The application displays this data on the APX N70's modernized map interface. Users can see their own location and the location/status of other crew members at a glance and immediately tap to communicate with them. Users can access SmartMapping directly from the APX N70 home screen, making it easier to leverage the map display in fast-paced situations.





**Figure: SmartMapping Widget, Map View, and Location Pop-Up Display (Left to Right)**

SmartMapping also provides the following capabilities for APX N70 first responders:

- Search for specific users to communicate with using accessible, on-screen navigation and search tools.
- Select map layers to get a different area view, including Street View, Terrain, or Satellite Image.
- Adapt to changing agency needs as new integrations and capabilities are introduced for the SmartMapping application.

# Equipment List

Product Number	Feature	Term	Quantity	Unit Price	Sales Price
APX™ NEXT					
H45TGT9PW8	PORTABLE RADIO APX NEXT SINGLE BAND MODEL 4.5		160	\$4,442.54	\$710,806.55
Q387CB	ADD: MULTICAST VOTING SCAN		160	Included	Included
QA09017AA	ADD: LTE WITH ACTIVE SERVICE AT&T US		160	\$0.00	\$0.00
QA09030AB	ADD: MOTOROLA APX HOSTED RADIOCENTRAL*		160	\$0.00	\$0.00
BD00001AA	ADD: CORE BUNDLE		160	\$2,077.49	\$332,398.40
Q806CH	ADD: ASTRO DIGITAL CAI OPERATION		160	Included	Included
QA09001AM	ADD: WIFI CAPABILITY		160	Included	Included
Q498BN	SOFTWARE LICENSE ENH: ASTRO 25 OTAR W/ MULTIKEY		160	Included	Included
H797DW	SOFTWARE LICENSE ENH: DVP-XL ENCRYPTION AND ADP		160	Included	Included
QA00570AW	ADD: VHF BAND+		160	\$535.16	\$85,625.60
QA09028AA	ADD: VIQI VC RADIO OPERATION		160	Included	Included
H38DA	ADD: SMARTZONE OPERATION		160	Included	Included
Q15AU	ADD: AES/DES-XL/DES-OFB ENCRYPTION AND ADP		160	Included	Included
QA03399AK	ADD: ENHANCED DATA		160	Included	Included
QA01767BL	ADD: P25 LINK LAYER AUTHENTICATION		160	Included	Included
BD00010AB	ADD: SECURITY BUNDLE		160	\$767.10	\$122,736.00
H499KC	ENH: SUBMERSIBLE (DELTA T)		160	Included	Included
QA00580BA	ADD: TDMA OPERATION		160	Included	Included
QA09113AA	ADD: BASELINE RELEASE SW		160	\$0.00	\$0.00
QA07680AA	ADD: MULTI SYSTEM OTAR		160	Included	Included
QA00569AP	ADD: 7/800MHZ BAND		160	\$0.00	\$0.00
Q361CD	ADD: P25 9600 BAUD TRUNKING		160	Included	Included
PSV01S02940A	SMARTMAPPING ENABLEMENT*		1	\$0.00	\$0.00
PSV03S02465A	APX DMS PROVISIONING PD3*		1	\$0.00	\$0.00
PSV01S02944A	PROVISIONING SUPPORT*		1	\$0.00	\$0.00
NNTN9216A	PORTABLE RADIO BATTERY IMPRES 2 LI-ION IP68 4400T		80	\$155.08	\$12,406.40
SSV01S01407A	SMARTPROGRAMMING	5 Years	160	\$375.00	\$60,000.00



SSV01S01406A	APX NEXT DMS ESSENTIAL	7 Years	160	\$415.02	\$66,403.20
SSV01S01406A	APX NEXT SMARTCONNECT SUBSCRIPTION	5 Years	160	\$375.00	\$60,000.00
SSV01S01476A	SMARTLOCATE	5 Years	160	\$375.00	\$60,000.00
LSV01S03082A	RADIOCENTRAL PROGRAMMING	5 Years	160	\$137.20	\$21,952.00
SSV01S01907A	SMARTMAPPING	5 Years	160	\$375.00	\$60,000.00
NNTN9199A	CHARGER, DESKTOP SINGLE UNIT IMPRES 2 FAST, US/NA		150	\$113.43	\$17,014.50
NNTN9115A	CHARGER, DESKTOP MULTI UNIT IMPRES 2, 6DISP, US/NA/CA/LA		7	\$950.04	\$6,650.28
PMMN4136B	XVP830 REMOTE SPEAKER MICROPHONE, NO CHANNEL KNOB		160	\$325.10	\$52,016.00
AN000296A01	PORTABLE ANTENNA, STUBBY, 760-870 MHZ, 65MM		160	\$21.68	\$650.40
APX™ N70					
H35UCT9PW8AN	PORTABLE RADIO APX N70 7/800 MODEL 4.5		170	\$3,354.12	\$570,200.40
QA09017AA	ADD: LTE WITH ACTIVE SERVICE AT&T US		170	\$0.00	\$0.00
QA09030AB	ADD: LTE WITH ACTIVE SERVICE AT&T US		170	\$0.00	\$0.00
H499KC	ENH: SUBMERSIBLE (DELTA T)		170	\$0.00	\$0.00
BD00001AA	ADD: CORE BUNDLE		170	\$2,077.49	\$353,173.30
BD00010AB	ADD: SECURITY BUNDLE		170	\$767.10	\$130,407.00
Q387CB	ADD: MULTICAST VOTING SCAN		170	\$0.00	\$0.00
QA01767BL	ADD: P25 LINK LAYER AUTHENTICATION		170	\$0.00	\$0.00
QA03399AK	ADD: ENHANCED DATA		170	\$0.00	\$0.00
QA09001AM	ADD: WIFI CAPABILITY		170	\$0.00	\$0.00
QA09028AA	ADD: VIQI VC RADIO OPERATION		170	\$0.00	\$0.00
H797DW	SOFTWARE LICENSE ENH: DVP-XL ENCRYPTION AND ADP		170	\$0.00	\$0.00
Q15AK	ADD: AES/DES-XL/DES-OFB ENCRYPTION AND ADP		170	\$0.00	\$0.00
Q498BN	SOFTWARE LICENSE ENH: ASTRO 25 OTAR W/ MULTIKEY		170	\$0.00	\$0.00
QA07680AA	ADD: MULTI SYSTEM OTAR		170	\$0.00	\$0.00
H38DA	ADD: SMARTZONE OPERATION		170	\$0.00	\$0.00
Q361CD	ADD: P25 9600 BAUD TRUNKING		170	\$0.00	\$0.00
QA00580BA	ADD: ASTRO DIGITAL CAI OPERATION		170	\$0.00	\$0.00
QA00580BA	ADD: TDMA OPERATION		170	\$0.00	\$0.00
QA09113AA	ADD: BASELINE RELEASE SW		170	\$0.00	\$0.00



PSV03S02465A	APX DMS PROVISIONING PD3*		170	\$0.00	\$0.00
PSV01S02944A	PROVISIONING SUPPORT*		170	\$0.00	\$0.00
LSV01S03060A	APX N70 DMS ESSENTIAL	7 Years	170	\$370.34	\$62,957.80
LSV01S03082A	RADIOCENTRAL PROGRAMMING	5 Years	170	\$137.20	\$23,324.00
PSV01S02940A	SMARTMAPPING ENABLEMENT*		170	\$0.00	\$0.00
SSV01S01407A	SMARTPROGRAMMING	5 Years	170	\$375.00	\$63,750.00
SSV01S01406A	APX NEXT SMARTCONNECT SUBSCRIPTION	5 Years	170	\$375.00	\$63,750.00
SSV01S01907A	SMARTLOCATE	5 Years	170	\$375.00	\$63,750.00
SSV01S01907A	SMARTMAPPING	5 Years	170	\$375.00	\$63,750.00
PMNN4816A	PORTABLE RADIO BATTERY IMPRES 2 LI-ION IP68 3200T		85	\$140.98	\$11,983.30
PMPN4591B	CHARGER, DESKTOP MULTI UNIT IMPRES 2, 6 DISPLAY, US		5	\$1,203.63	\$6,018.15
CommandCentral Aware					
PSV00S04081A	INTEGRATION: APX NEXT INTO COMMANDCENTRAL AWARE*			\$0.00	\$0.00
PSV00S04009A	COMMANDCENTRAL AWARE 4 HOURS VIRTUAL TRAINING*			\$0.00	\$0.00
SSV00S04248A	SOFTWARE, AWARE LOCATION DEVICES*	5 Years	350	\$0.00	\$0.00
SSV00S04179A	AWARE STANDARD*	5 Years	1	\$38,199.44	\$38,199.44
SSV00S05484B	PREMIUM LEARNING SUBSCRIPTION*	5 Years	1	\$1,253.38	\$1,253.38
PMMN4142A	PORTABLE RSM XVP730, UL, IP68, 3.5MM JACK, NO KNOB		170	\$325.10	\$55,267.00
PMPN4604A	CHARGER, DESKTOPSINGLE UNIT IMPRES 2 FAST, US/NA		170	\$138.57 \$	\$23,556.90



# Yearly Breakdown Warranty & Smart Services

## Pricing Summary

		Payment Term	Upfront Sale Price	
<b>Upfront Costs*</b>				
			\$2,490,910.18	
<b>Upfront Subscription Fee</b>				
	APX™ NEXT	Annually	\$61,876.57	
	APX™ N70	Annually	\$64,658.77	
	CommandCentral Aware	Annually	\$7,890.56	
<b>Sub Total:</b>			<b>\$2,625,336.09</b>	
		Payment Term	Sale Price	Annual Sale Price
<b>Year 2 Subscription Fee</b>				
	APX™ NEXT	Annually	\$61,876.57	\$61,876.57
	APX™ N70	Annually	\$64,658.77	\$64,658.77
	CommandCentral Aware	Annually	\$7,890.56	\$7,890.56
<b>Year 3 Subscription Fee</b>				
	APX™ NEXT	Annually	\$61,876.57	\$61,876.57
	APX™ N70	Annually	\$64,658.77	\$64,658.77
	CommandCentral Aware	Annually	\$7,890.56	\$7,890.56
<b>Year 4 Subscription Fee</b>				
	APX™ NEXT	Annually	\$61,876.57	\$61,876.57
	APX™ N70	Annually	\$64,658.77	\$64,658.77
	CommandCentral Aware	Annually	\$7,890.56	\$7,890.56



<b>Year 5 Subscription Fee</b>				
	APX™ NEXT	Annually	\$61,876.57	\$61,876.57
	APX™ N70	Annually	\$64,658.77	\$64,658.77
	CommandCentral Aware	Annually	\$7,890.56	\$7,890.56
<b>Year 6 Subscription Fee</b>				
	APX™ NEXT	Annually	\$9,486.17	\$9,486.17
	APX™ N70	Annually	\$8,993.97	\$8,993.97
<b>Year 7 Subscription Fee</b>				
	APX™ NEXT	Annually	\$9,486.17	\$9,486.17
	APX™ N70	Annually	\$8,993.97	\$8,993.97
<b>Sub Total:</b>				<b>\$574,663.91</b>
<b>Grand Total System Price (Inclusive of Upfront and Annual Costs)</b>				<b>\$3,200,000.00</b>

*\*Upfront costs include the cost of Hardware, Accessories and Implementation, where applicable.*



# Contractual Documentation

This proposal shall be governed by the terms and conditions set out in the Notice to Proceed (NTP) dated December 29 2025.





# Ordinance Executive Summary

**Prepared By:** Steve Schultz  
**Committee:** Finance Committee  
**Committee Date:** February 19, 2026  
**Ordinance Title:** Ordinance for a Budget Amendment for Grant Extensions  
**Board Meeting Date:** February 26, 2026

## Budget Information:

Was item budgeted? No	Original Appropriation Amount: \$0
If not, explain funding source: Grant Funding	
ORG/OBJ/Project Code: 42000-xxxx-02127 (Divert); 61400-xxxx-PS001&PS003 (PSN21); 61400-xxxx-02706 (ACDC)	
FY2026 Expense Budget Impact: \$227,139	

**Background Information:** Certain Winnebago County grant funding has been extended throughout FY2026. These grant expenses were not included in the original FY26 budget book. The impacted grants are Divert, PSN21 and ACDC. All grants are reimbursement based and will be funded by the granting agencies.

**Recommendation:** Finance Department recommends approval

**Contract/Agreement:** Not applicable

**Legal Review:** Not applicable

**Follow-Up:** Not applicable

**2026 Fiscal Year**

Finance: February 19, 2026

Sponsored by:

Lay Over: February 26, 2026

**Final Vote: March 12, 2026**

John Butitta, Finance Committee Chairman

## **2026 CO**

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

The Winnebago County Finance Committee presents the following Ordinance amending the Annual Appropriation Ordinance for the fiscal year ending September 30, 2026 and recommends its adoption.

### **Ordinance for a Budget Amendment for Grant Extensions**

**WHEREAS**, certain Winnebago County grant funding has been extended throughout FY2026. These grants were not included in the original FY26 budget book. The impacted grants are Divert, PSN21 and ACDC; and,

**WHEREAS**, the Winnebago County Board adopted the “Annual Budget and Appropriation Ordinance” for the fiscal year ending September 30, 2026 at its September 25, 2025 meeting; and,

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

**NOW, THEREFORE, BE IT ORDAINED**, that the County Board deems that pursuant to provisions as set forth in 55ILCS 5/6-1003(2014), certain conditions have occurred in connection with the operations of the County which are deemed to be immediate emergencies; therefore, the increases detailed per the attached Request for Budget Amendment are hereby authorized for Amendment **#26-005 Grant Extensions**.

**AGREE**

**DISAGREE**

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

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

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

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

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

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

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

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

\_\_\_\_\_  
KEITH McDONALD

\_\_\_\_\_  
KEITH McDONALD

\_\_\_\_\_  
JOHN SWEENEY

\_\_\_\_\_  
JOHN SWEENEY

\_\_\_\_\_  
CHRISTINA VALDEZ

\_\_\_\_\_  
CHRISTINA VALDEZ

The above and foregoing Ordinance was adopted by the County Board of the County of  
Winnebago, Illinois this \_\_\_\_\_ day of \_\_\_\_\_ 2026.

ATTESTED BY:

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

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

2026  
**WINNEBAGO COUNTY**  
 FINANCE COMMITTEE  
 REQUEST FOR BUDGET AMENDMENT

DATE SUBMITTED:		2/9/2026			AMENDMENT NO: 26-005(A)			
DEPARTMENT:		Deferred Prosecution Program			SUBMITTED BY: Steve Schultz			
FUND#:		0120-Deferred Prosecution Fund			DEPT. BUDGET NO. 42000-Deferred Prosecution			
Department Org Number	Object (Account) Number	Project Number	Object (Account) Description	Adopted Budget	Amendments Previously Approved	Revised Approved Budget	Increase (Decrease)	Revised Budget after Approved Budget Amendment
<b>Expenditures</b>								
42000	41110	02127	Regular Salaries	\$0	\$0	\$0	\$46,819	\$46,819
42000	41221	02127	Life Insurance	\$0	\$0	\$0	\$18	\$18
42000	41231	02127	IMRF	\$0	\$0	\$0	\$1,224	\$1,224
42000	41241	02127	Payroll Taxes	\$0	\$0	\$0	\$3,581	\$3,581
42000	42110	02127	Supplies	\$0	\$0	\$0	\$2,540	\$2,540
42000	43190	02127	Other Professional Services	\$0	\$0	\$0	\$86,005	\$86,005
42000	48211	02127	Health Insurance	\$0	\$0	\$0	\$30,431	\$30,431
42000	48220	02127	Indirect Costs	\$0	\$0	\$0	\$23,581	\$23,581
<b>Revenue</b>								
42000	32120	02127	State Grants	\$0	\$0	\$0	(\$194,199)	(\$194,199)
<b>TOTAL ADJUSTMENT:</b>							\$0	
<b>Reason budget amendment is required:</b>								
The Divert grant funded through the Illinois Criminal Justice Information Authority (ICJIA) was originally scheduled to end on 6/30/2025. The funding was extended through 12/31/2025. This extension was confirmed after the budget was completed.								
<b>Potential alternatives to budget amendment:</b>								
None								
<b>Impact to fiscal year 2026 budget:</b> \$194,199								
<b>Revenue Source:</b> Grant Funding								

2026  
**WINNEBAGO COUNTY**  
 FINANCE COMMITTEE  
 REQUEST FOR BUDGET AMENDMENT

DATE SUBMITTED:		2/9/2026			AMENDMENT NO: 26-005(B)				
DEPARTMENT:		COCJI Grants			SUBMITTED BY: Steve Schultz				
FUND#:		0314-COCJI Grants Fund			DEPT. BUDGET NO. 61400-COCJI Grants Fund				
Department Org Number	Object (Account) Number	Project Number	Object (Account) Description	Adopted Budget	Amendments Previously Approved	Revised Approved Budget	Increase (Decrease)	Revised Budget after Approved Budget Amendment	
<b>Expenditures</b>									
61400	41110	PS003	PSN21-Other Professional Services	\$0	\$0	\$0	\$55,000	\$55,000	
61400	41110	PS001	PSN21-Regular Salaries	\$0	\$0	\$0	\$1,716	\$1,716	
61400	48211	PS001	PSN21-Health Insurance	\$0	\$0	\$0	\$150	\$150	
61400	41110	02706	ACDC-Regular Salaries	\$0	\$0	\$0	\$15,835	\$15,835	
61400	41221	02706	ACDC-Life Insurance	\$0	\$0	\$0	\$25	\$25	
61400	41231	02706	ACDC-IMRF	\$0	\$0	\$0	\$236	\$236	
61400	41241	02706	ACDC-Payroll Taxes	\$0	\$0	\$0	\$1,239	\$1,239	
61400	42110	02706	ACDC-Supplies	\$0	\$0	\$0	\$2,904	\$2,904	
61400	43190	02706	ACDC-Other Professional Svcs	\$0	\$0	\$0	\$133,659	\$133,659	
61400	48211	02706	ACDC-Health Insurance	\$0	\$0	\$0	\$5,078	\$5,078	
61400	48220	02706	ACDC-Indirect Costs	\$0	\$0	\$0	\$11,297	\$11,297	
<b>Revenue</b>									
61400	32110	PS003	PSN21-Federal Grant	\$0	\$0	\$0	(\$55,000)	(\$55,000)	
61400	32110	PS001	PSN21-Federal Grant	\$0	\$0	\$0	(\$1,866)	(\$1,866)	
61400	32110	02706	ACDC-Federal Grant	\$0	\$0	\$0	(\$170,273)	(\$170,273)	
<b>TOTAL ADJUSTMENT:</b>							\$0		
<b>Reason budget amendment is required:</b>									
PSN21 grant funding was scheduled to end 09/30/25, but has been extended through 9/30/26. The ACDC grant funding was new beginning 07/01/25. The FY26 portion of the this funding was omitted from the budget.									
<b>Potential alternatives to budget amendment:</b>									
None									
<b>Impact to fiscal year 2026 budget:</b> \$227,139									
<b>Revenue Source:</b> Grant Funding									



# Ordinance Executive Summary

**Prepared By:** Steve Schultz  
**Committee:** Finance Committee  
**Committee Date:** February 19, 2026  
**Ordinance Title:** Ordinance for a Budget Amendment for ILEAS Grant Award  
**Board Meeting Date:** February 26, 2026

## Budget Information:

Was item budgeted? No	Original Appropriation Amount: \$0
If not, explain funding source: State Grant Funding	
ORG/OBJ/Project Code: 60200-42267-02069	
FY2026 Budget Impact: \$23,788.80	

**Background Information:** The Sheriff Department was awarded a grant from the Illinois Law Enforcement Alarm System (ILEAS). The goal of the grant is to mitigate the use of lethal force through the use of less lethal devices (taser) devices. This funding will provide six tasers for use in the Winnebago County Jail.

**Recommendation:** Finance Department recommends approval

**Contract/Agreement:** Not applicable

**Legal Review:** Not applicable

**Follow-Up:** Not applicable

**2026 Fiscal Year**

Finance: February 19, 2026

Lay Over: February 26, 2026

Sponsored by:

**Final Vote: March 12, 2026**

John Butitta, Finance Committee Chairman

## **2026 CO**

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

The Winnebago County Finance Committee presents the following Ordinance amending the Annual Appropriation Ordinance for the fiscal year ending September 30, 2026 and recommends its adoption.

### **Ordinance for a Budget Amendment for ILEAS Grant Award**

**WHEREAS**, the Sheriff Department was awarded a grant from the Illinois Law Enforcement Alarm System (ILEAS). The goal of the grant is to mitigate the use of lethal force through the use of less lethal devices (taser) devices. This funding will provide six tasers for use in the Winnebago County Jail.; and,

**WHEREAS**, the Winnebago County Board adopted the "Annual Budget and Appropriation Ordinance" for the fiscal year ending September 30, 2026 at its September 25, 2025 meeting; and,

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

**NOW, THEREFORE, BE IT ORDAINED**, that the County Board deems that pursuant to provisions as set forth in 55ILCS 5/6-1003(2014), certain conditions have occurred in connection with the operations of the County which are deemed to be immediate emergencies; therefore, the increases detailed per the attached Request for Budget Amendment are hereby authorized for Amendment **#26-006 ILEAS Grant Award**.

**AGREE**

**DISAGREE**

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

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JOHN BUTITTA, CHAIR

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PAUL ARENA

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PAUL ARENA

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VALERIE HANSERD

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VALERIE HANSERD

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JOE HOFFMAN

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JOE HOFFMAN

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KEITH McDONALD

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KEITH McDONALD

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JOHN SWEENEY

\_\_\_\_\_  
JOHN SWEENEY

\_\_\_\_\_  
CHRISTINA VALDEZ

\_\_\_\_\_  
CHRISTINA VALDEZ

The above and foregoing Ordinance was adopted by the County Board of the County of  
Winnebago, Illinois this \_\_\_\_\_ day of \_\_\_\_\_ 2026.

ATTESTED BY:

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

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

2026  
**WINNEBAGO COUNTY**  
 FINANCE COMMITTEE  
 REQUEST FOR BUDGET AMENDMENT

DATE SUBMITTED:		2/9/2026			AMENDMENT NO: 26-006			
DEPARTMENT:		Detention Center			SUBMITTED BY: Marlana Dokken			
FUND#:		0302-Sheriff Grant Fund			DEPT. BUDGET NO. 60200 -Sheriff Grants			
Department Org Number	Object (Account) Number	Project Number	Object (Account) Description	Adopted Budget	Amendments Previously Approved	Revised Approved Budget	Increase (Decrease)	Revised Budget after Approved Budget Amendment
<b>Expenditures</b>								
60200	42267	02069	Law Enforcement Supplies	\$0	\$0	\$0	\$23,789	\$23,789
<b>Revenue</b>								
60200	32120	02069	State Operating Grant Revenue	\$0	\$0	\$0	(23,789)	
<b>TOTAL ADJUSTMENT:</b>							\$0	
<b>Reason budget amendment is required:</b>								
The Sheriff Department was awarded a grant from the Illinois Law Enforcement Alarm System (ILEAS). The goal of the grant is to mitigate the use of lethal force through the use of less lethal devices (taser) devices. This funding will provide six tasers for use in the Winnebago County Jail.								
<b>Potential alternatives to budget amendment:</b>								
None								
<b>Impact to fiscal year 2026 budget:</b> \$21,600								
<b>Revenue Source:</b> Grant Funding								



# Ordinance Executive Summary

**Prepared By:** Chris Dornbush  
**Committee:** Finance  
**Committee Date:** February 19, 2026  
**Ordinance Title:** Ordinance for a Budget Amendment for Family Courts Center Owner Direct Expenses  
**Board Meeting Date:** February 26, 2026

## Budget Information:

Was item budgeted? No	Original Appropriation Amount: \$0
If not, explain funding source: Public Safety Sales Tax Transfer to CIP	
ORG/OBJ/Project Code: 40100-49110 PSST Txfr to Other Funds / 82200-46320-C2310 FCC Bldg Improvement	
FY-2026 Budget Impact: \$1,501,250	

**Background Information:** The Public Safety Building (PSB) is being renovated into a Family Courts Center, with much of the \$32 million project coming from ARPA dollars to the Design-Build Contractor. As part of the project, funds will need to be approved for Owner Direct Items that are out of the scope of the contractor, Ringland-Johnson Construction. These items will be things such as, but not limited to; power washing the exterior of the building, removal & recaulking the precast joints, vestibule (breezeway) improvements, IT networking infrastructure & equipment, exterior signage, street level landscaping, miscellaneous interior pathway signage, ground level previous drive area lighting, moving services, etc.. The procurement process will be followed with all items.

**Recommendation:** Finance Department recommends approval

**Contract/Agreement:** Not applicable

**Legal Review:** Not applicable

**Follow-Up:** Administration will continue to provide updates to the Committee and/or County Board regularly or as requested.

**2026 Fiscal Year**

Finance: February 19, 2026

Lay Over: February 26, 2026

Sponsored by:

**Final Vote: March 12, 2026**

John Butitta, Finance Committee Chairman

## **2026 CO**

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

The Winnebago County Finance Committee presents the following Ordinance amending the Annual Appropriation Ordinance for the fiscal year ending September 30, 2026 and recommends its adoption.

### **Ordinance for a Budget Amendment for Family Courts Center Owner Direct Expenses**

**WHEREAS**, The Public Safety Building (PSB) is being renovated into a Family Courts Center, with much of the \$32 million project coming from ARPA dollars to the Design-Build Contractor. As part of the project, funds will need to be approved for Owner Direct Items that are out of the scope of the contractor, Ringland-Johnson Construction. These items will be things such as, but not limited to; power washing the exterior of the building, removal & recaulking the precast joints, vestibule (breezeway) improvements, IT networking infrastructure & equipment, exterior signage, street level landscaping, miscellaneous interior pathway signage, ground level previous drive area lighting and moving services; and,

**WHEREAS**, the Winnebago County Board adopted the “Annual Budget and Appropriation Ordinance” for the fiscal year ending September 30, 2026 at its September 25, 2025 meeting; and,

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

**NOW, THEREFORE, BE IT ORDAINED**, that the County Board deems that pursuant to provisions as set forth in 55ILCS 5/6-1003(2014), certain conditions have occurred in connection with the operations of the County which are deemed to be immediate emergencies; therefore, the increases detailed per the attached Request for Budget Amendment are hereby authorized for Amendment **#26-009 Family Courts Center Owner Direct Expenses**.

Respectfully Submitted,  
**FINANCE COMMITTEE**

**AGREE**

**DISAGREE**

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

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JOHN BUTITTA, CHAIR

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PAUL ARENA

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PAUL ARENA

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VALERIE HANSERD

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VALERIE HANSERD

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JOE HOFFMAN

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KEITH McDONALD

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KEITH McDONALD

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JOHN SWEENEY

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JOHN SWEENEY

\_\_\_\_\_  
CHRISTINA VALDEZ

\_\_\_\_\_  
CHRISTINA VALDEZ

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

Winnebago, Illinois this \_\_\_\_\_ day of \_\_\_\_\_ 2026.

ATTESTED BY:

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

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

2026  
**WINNEBAGO COUNTY**  
 FINANCE COMMITTEE  
 REQUEST FOR BUDGET AMENDMENT

<b>DATE SUBMITTED:</b>		2/19/2026		<b>AMENDMENT NO:</b> 26-009				
<b>DEPARTMENT:</b>		County Administration		<b>SUBMITTED BY:</b> Chris Dornbush				
<b>FUND#:</b>		0743 - Capital Improvement Fund		<b>DEPT. BUDGET NO.</b> 82200 - Capital Improvement Fund				
Department Org Number	Object (Account) Number	Project Number	Object (Account) Description	Adopted Budget	Amendments Previously Approved	Revised Approved Budget	Increase (Decrease)	Revised Budget after Approved Budget Amendment
<b>Expenditures</b>								
82200	46320	C2510	CIP Bldg Improvements - Family Court Ctr	\$15,781,667	\$0	\$15,781,667	\$1,501,250	\$17,282,917
40100	49110		Transfer to Other Funds	\$15,671,741	\$0	\$15,671,741	\$1,501,250	\$17,172,991
<b>Revenue</b>								
82200	39110		Transfer from Other Funds	(\$15,673,070)	\$0	(\$15,673,070)	(\$1,501,250)	(\$17,174,320)
<b>TOTAL ADJUSTMENT:</b>							\$1,501,250	
<b>Reason budget amendment is required:</b>								
<p>The Public Safety Building (PSB) is being renovated into a Family Courts Center, with much of the \$32 million project coming from ARPA dollars to the Design-Build Contractor. As part of the project, funds will need to be approved for Owner Direct Items that are out of the scope of the contractor, Ringland-Johnson Construction. These items will be things such as, but not limited to; power washing the exterior of the building, removal &amp; recaulking the precast joints, vestibule (breezeway) improvements, IT networking infrastructure &amp; equipment, exterior signage, street level landscaping, miscellaneous interior pathway signage, ground level previous drive area lighting, moving services, etc.. The procurement process will be followed with all items.</p>								
<b>Potential alternatives to budget amendment:</b>								
None								
<b>Impact to fiscal year 2026 budget:</b> \$1,501,250								
<b>Revenue Source:</b> Public Safety Sales Tax Fund Balance								



# Ordinance Executive Summary

**Prepared By:** Steve Schultz  
**Committee:** Finance Committee  
**Committee Date:** February 19, 2026  
**Ordinance Title:** Ordinance for a Budget Amendment for Court-Case Management System  
**Board Meeting Date:** February 26, 2026

## Budget Information:

Was item budgeted? Yes	Original Appropriation Amount: \$996,871
If not, explain funding source: General Fund Balance	
ORG/OBJ/Project Code: 13500-49110 (General Fund); 82400-43167 (Court-Case Mgmt Fund)	
FY2026 Budget Impact: \$1,155,600	

**Background Information:** Implementation of the Court-Case management system is proceeding on or ahead of schedule. The Phase II Attorney portion will be completed in FY26, but was not included in the original budget. A need to include the Avenu Jury System has also been identified and is included in this amendment. Funds for the FY25 unfunded expenses and the new FY26 expenses will be transferred from the General Fund.

**Recommendation:** Finance Department recommends approval

**Contract/Agreement:** Not applicable

**Legal Review:** Not applicable

**Follow-Up:** Not applicable

**2026 Fiscal Year**

Finance: February 19, 2026

Lay Over: February 26, 2026

Sponsored by:

**Final Vote: March 12, 2026**

John Butitta, Finance Committee Chairman

## **2026 CO**

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

The Winnebago County Finance Committee presents the following Ordinance amending the Annual Appropriation Ordinance for the fiscal year ending September 30, 2026 and recommends its adoption.

### **Ordinance for a Budget Amendment for Court-Case Management System**

**WHEREAS** implementation of the court-case management system is proceeding on or ahead of schedule. The Phase II Attorney portion will be completed in FY26, but was not included in the original budget. A need to include the Avenu Jury System has also been identified as included in the amendment. Funds for FY25 unfunded expenses and the new FY26 funding will be transferred from the General Fund; and,

**WHEREAS**, the Winnebago County Board adopted the "Annual Budget and Appropriation Ordinance" for the fiscal year ending September 30, 2026 at its September 25, 2025 meeting; and,

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

**NOW, THEREFORE, BE IT ORDAINED**, that the County Board deems that pursuant to provisions as set forth in 55ILCS 5/6-1003(2014), certain conditions have occurred in connection with the operations of the County which are deemed to be immediate emergencies; therefore, the increases detailed per the attached Request for Budget Amendment are hereby authorized for Amendment **#26-008 Court-Case Management System**.

Respectfully Submitted,  
**FINANCE COMMITTEE**

**AGREE**

**DISAGREE**

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

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

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PAUL ARENA

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PAUL ARENA

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VALERIE HANSERD

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VALERIE HANSERD

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JOE HOFFMAN

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KEITH McDONALD

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KEITH McDONALD

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JOHN SWEENEY

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JOHN SWEENEY

\_\_\_\_\_  
CHRISTINA VALDEZ

\_\_\_\_\_  
CHRISTINA VALDEZ

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

Winnebago, Illinois this \_\_\_\_\_ day of \_\_\_\_\_ 2026.

ATTESTED BY:

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

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

2026  
**WINNEBAGO COUNTY**  
 FINANCE COMMITTEE  
 REQUEST FOR BUDGET AMENDMENT

DATE SUBMITTED:		2/19/2026			AMENDMENT NO: 26-008			
DEPARTMENT:		Court-Case Management			SUBMITTED BY: Tom Klein/Tom Lawson			
FUND#:		0752-Court-Case Management Fund			DEPT. BUDGET NO. 82400 -Court-Case Management			
Department Org Number	Object (Account) Number	Project Number	Object (Account) Description	Adopted Budget	Amendments Previously Approved	Revised Approved Budget	Increase (Decrease)	Revised Budget after Approved Budget Amendment
<b>Expenditures</b>								
82400	43167		Software Subscription	\$996,871	\$0	\$996,871	\$1,155,600	\$2,152,471
13500	49110		Transfer to Other Funds	\$6,198,612	\$0	\$6,198,612	\$2,445,600	\$8,644,212
<b>Revenue</b>								
82400	39110		Transfer from Other Funds	(\$1,132,296)	\$0	(\$1,132,296)	(2,445,600)	(\$3,577,896)
<b>TOTAL ADJUSTMENT:</b>							\$1,155,600	
<b>Reason budget amendment is required:</b>								
Implementation of the Court-Case management system is proceeding on or ahead of schedule. The Phase II Attorney portion will be completed in FY26, but was not included in the original budget. A need to include the Avenu Jury System has also been identified and is included in the amendment. Funds totaling \$1,290,000 for FY25 unfunded expenses and funding for the aforementioned new budget items will be transferred from the General Fund.								
<b>Potential alternatives to budget amendment:</b>								
None								
<b>Impact to fiscal year 2026 budget:</b> \$1,155,600								
<b>Revenue Source:</b>		General Fund Balance						

# Avenu | Jury

## Software as a Service (SaaS) Pricing

Recurring Software	Cost
<b>Avenu   Jury</b> <b>Qualification Module</b> <b>Attendance Module</b> <b>Annual Data Merge</b> (1 source file + NCOA) Print/Mail Service - Questionnaire postcards (120,000 postcards) Overage @ \$.18 per Interactive Voice Response (IVR) ECourtDate Texting Services (Per Transaction)	\$123,300.00      \$0.06
<b>Recurring Software Total</b>	<b>\$123,300</b>

*\*SaaS Fees Increase 3% Annually*

Project Services - One-Time Costs	Cost
<b>Project Services</b> Includes: Project Management Implementation Data Conversion Technical Support Interactive Voice Response (IVR) – Setup	\$32,300.00
<b>Project Services Subtotal</b>	<b>\$32,300</b>
<b>Avenu   Jury – 1<sup>st</sup> Year Project Total</b>	<b>\$155,600</b>

*\*This price proposal is valid for 90 days unless otherwise stated.*

# **Zoning Committee**

# **Economic Development Committee**



# Resolution Executive Summary

**Committee Date:** Tuesday, February 17, 2026

**Committee:** Economic Development

**Prepared By:** Chris Dornbush

**Document Title:** Resolution Electing To Opt-In To The Illinois Electronics Recycling Program For Program Year 2027

**County Code:** NA

**Board Meeting Date:** Thursday, February 26, 2026

**Budget Information:**

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

**Background Information:**

Winnebago County has voluntarily participated since 2019 (program inception) in the State of Illinois, Consumer Electronics Recycling Act (CERA), Program. The County does have the option to withdraw from participating in the Program at any time, if the Board were to desire to. The CERA Program requires manufacturers to financially support the recycling of electronic waste as specified by the program (Examples: TV's, Computers & Monitors, Printers, DVD Players, VCRs, Electronic Keyboards, Fax Machines, Scanners, etc.). The County has aligned with Keep Northern Illinois Beautiful (KNIB) who is a recycling expert in Winnebago County and oversees the operation/management of this. KNIB is a third party in this arrangement and have successfully run this program with the County assisting us by handling this service and simultaneously lessening the cost that the County would otherwise have to occur.

<https://epa.illinois.gov/topics/waste-management/materials-management/electronics-recycling1.html>

**Recommendation:**

Administration and the County Board has supported this initiative since 2019. More recently the Board approved Resolution 2020-CR-026 (FY-2021), 2021-CR-027 (FY-2022), 2022-CR-013 (FY-2023), 2023-CR-028 (FY-2024), 2024-CR-025 (FY-2025), 2025-CR-038 (FY-2026). This Resolution is to continue to voluntarily opt-in to this Program for calendar year 2027. This effort helps reduce costs that would otherwise become financial burdens to other County Departments.

**Contract/Agreement:**

NA

**Legal Review:**

Yes

**Follow-Up:**

Keeping Northern Illinois Beautiful (KNIB) & County Staff provide updates to the Economic Development Committee periodically on this topic, typically on an annual basis.

**County Board Office**

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

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

SUBMITTED BY: ECONOMIC DEVELOPMENT COMMITTEE

2026 CR \_\_\_\_\_

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**RESOLUTION ELECTING TO OPT-IN TO THE ILLINOIS ELECTRONICS  
RECYCLING PROGRAM FOR PROGRAM YEAR 2027**

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**WHEREAS**, the State of Illinois adopted the Consumer Electronics Recycling Act (the “Act”) in 2018, recognizing that many older and obsolete consumer electronic products contain materials which may pose environmental and health risks that should be managed; and

**WHEREAS**, the State also acknowledged that consumer electronic products contain metals, plastics, glass, and other potentially valuable materials, which can be reused and recycled to conserve natural resources and energy; and

**WHEREAS**, the State determined that manufacturers of electronic products should share responsibility for the proper management of obsolete consumer electronic products as the cost burden of collecting and processing these items for reuse and recycling would be significant for Illinois counties and municipalities; and

**WHEREAS**, the Act requires manufacturers to provide a manufacturer e-waste program to transport and recycle residential covered electronic devices collected at, and prepared for transport from, program collection sites; and

**WHEREAS**, counties and municipalities that wish to participate in the e-waste program must opt-in to the program by March 1 of each year and provide collection sites for the covered electronic devices; and

**WHEREAS**, the County of Winnebago desires to continue the partnership with Keep Northern Illinois Beautiful, which has been in place since program year 2019 to provide collection sites for covered electronic devices.

**NOW, THEREFORE, BE IT RESOLVED**, by the County Board of the County of Winnebago, that the County of Winnebago elects to opt-in to the Illinois Electronics Recycling Program for Program Year 2027.

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

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

Respectfully submitted,  
**Economic Development Committee**

**AGREE**

**DISAGREE**

\_\_\_\_\_  
JOHN SWEENEY, CHAIR

\_\_\_\_\_  
JOHN SWEENEY, CHAIR

\_\_\_\_\_  
TIM NABORS, VICE CHAIR

\_\_\_\_\_  
TIM NABORS, VICE CHAIR

\_\_\_\_\_  
FREDDY DE LA TRINIDAD

\_\_\_\_\_  
FREDDY DE LA TRINIDAD

\_\_\_\_\_  
ANGELA FELLARS

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ANGELA FELLARS

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BRAD LINDMARK

\_\_\_\_\_  
BRAD LINDMARK

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JOHN PENNEY

\_\_\_\_\_  
JOHN PENNEY

\_\_\_\_\_  
RAY THOMPSON

\_\_\_\_\_  
RAY THOMPSON

The above and foregoing Resolution was adopted by the County Board of the County of Winnebago, Illinois this \_\_\_\_ day of \_\_\_\_\_ 2026.

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

# Illinois County and Municipal Joint Action Agency Opt-In Form Illinois Electronics Recycling Program

**Note:** One application per county. To be submitted by County or Municipal Joint Action Agency.

Program Year 2027 (Due March 1, 2026)

## County or Municipal Joint Action Agency Information

Name of County or  
Municipal Joint Action Agency: Winnebago County

Street Address (line 1): 404 Elm Street

(line 2): \_\_\_\_\_

City: ROckford

Zip Code: 61101

County: Winnebago

## Contact Information

First Name: Chris

Last Name: Dornbush

Title: Chief Operations Officer

Direct Phone: 815-319-4367

Email: cdornbush@admin.wincoil.gov

## Proposed Collection Sites and/or Events

Pursuant to 415 ILCS 151/1-15 of the Consumer Electronics Recycling Act, counties and municipal joint action agencies that elect to participate are allotted a certain number of collection sites dependent upon the population density within their jurisdiction. Please list all of the recommended locations for permanent sites or one-day events in program year 2027. (Should additional locations be needed, click on the button provided to add more fields.)

**Note:** Sites and events must be located within the participating county or municipal joint action agency.

*These sites are recommendations and not guaranteed to be included in the manufacturer e-waste program plan.*

Site       Event

Operator of Site or Event: Keep Northern Illinois Beautiful (KNIB)

Street Address of Location: 4665 Hydraulic Road

City: Rockford

Zip Code: 61109

County: Winnebago

Collection site limitations (e.g. residency requirements, operational limitations relating to bulk pickup, etc.), if any:

Tuesdays 2 PM to 5 PM  
Saturday 9 AM to 12 PM

Has this site or event operated in a previous program year?  Yes       No

If so, please enter the following information.

Collection Site Contact Name: Pamela Osborne

Collection Site Contact Phone: 815-637-1343

Contact Email: Pam@knib.org

Description of Current/Past Services (e.g. semi-trailer pick-ups, box truck pick-ups, need forklift or pallet jack for loading):

Semi-trailer, pick-ups, forklift or pallet jack for loading.

Estimated Annual CED Collection (pounds): 250,000

Site       Event

Operator of Site or Event: Keep Northern Illinois Beautiful (KNIB)

Street Address of Location: 8409 N. 2nd Street

City: Machesney Park

Zip Code: 61115

County: Winnebago

Collection site limitations (e.g. residency requirements, operational limitations relating to bulk pickup, etc.), if any:

Wednesday 2 PM to 5 PM  
Saturdays 9 AM to 12 PM

Has this site or event operated in a previous program year?  Yes       No

If so, please enter the following information.

Collection Site Contact Name: Pamela Osborne

Collection Site Contact Phone: 815-637-1343

Contact Email: Pam@knib.org

Description of Current/Past Services (e.g. semi-trailer pick-ups, box truck pick-ups, need forklift or pallet jack for loading):

Semi-trailer, pick-ups, forklift or pallet jack for loading.

Estimated Annual CED Collection (pounds): 125,000

Site       Event

Operator of Site or Event: Keep Northern Illinois Beautiful (KNIB)

Street Address of Location: 624 Eastern Avenue

City: South Beloit

Zip Code: 61080

County: Winnebago

Collection site limitations (e.g. residency requirements, operational limitations relating to bulk pickup, etc.), if any:

2nd Saturday of the month, 9 AM to 12 PM

Has this site or event operated in a previous program year?  Yes       No

If so, please enter the following information.

Collection Site Contact Name: Pamela Osborne

Collection Site Contact Phone: 815-637-1343

Contact Email: Pam@knib.org

Description of Current/Past Services (e.g. semi-trailer pick-ups, box truck pick-ups, need forklift or pallet jack for loading):

Semi-trailer, pick-ups, forklift or pallet jack for loading.

Estimated Annual CED Collection (pounds): 50,000

**Recommended Recycler**

Please identify the **recommended** recycler to be used for program year 2027. (Should additional recyclers be needed, click on the button provided to add more fields.)

**Note:** These recyclers are recommendations and not guaranteed to be included in the manufacturer e-waste program plan.

Name of Recycler: Dynamic Lifestyle Innovations  
Street Address: N5549 County Rd Z  
City: Onalaska, WI Zip Code: 54650 County: LaCrosse  
Direct Phone: (608) 781-4030 Email: skeeney@thinkdynamic.com

**Certification of Authorized Government Official**

Any person who knowingly makes a false, fictitious, or fraudulent material statement, orally or in writing, to the Illinois EPA commits a Class 4 felony. A second or subsequent offense after conviction is a Class 3 felony. (415 ILCS 5/44(h))

By signing this form, you are certifying that the information on this form is accurate.

Name: Pat Thompson  
Title: County Administrator  
Phone: 815-319-4062 Email: pthompson@admin.wincoil.gov

\_\_\_\_\_  
Signature Date

When complete, please print, sign, scan, and email this form to:  
[EPA.Recycling@illinois.gov](mailto:EPA.Recycling@illinois.gov) and [info@ilclearinghouse.org](mailto:info@ilclearinghouse.org)

All collectors and their vendors are subject to audits by manufacturer programs authorized under 415 ILCS 151/1-30.

For more information on the Illinois Manufacturer's E-Waste Program, please visit:  
<https://epa.illinois.gov/topics/waste-management/materials-management/electronics-recycling1.html>

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

SUBMITTED BY: ECONOMIC DEVELOPMENT COMMITTEE

2025 CR 038

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**RESOLUTION ELECTING TO OPT-IN TO THE ILLINOIS ELECTRONICS  
RECYCLING PROGRAM FOR PROGRAM YEAR 2026**

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**WHEREAS**, the State of Illinois adopted the Consumer Electronics Recycling Act (the “Act”) in 2018, recognizing that many older and obsolete consumer electronic products contain materials which may pose environmental and health risks that should be managed; and

**WHEREAS**, the State also acknowledged that consumer electronic products contain metals, plastics, glass, and other potentially valuable materials, which can be reused and recycled to conserve natural resources and energy; and

**WHEREAS**, the State determined that manufacturers of electronic products should share responsibility for the proper management of obsolete consumer electronic products as the cost burden of collecting and processing these items for reuse and recycling would be significant for Illinois counties and municipalities; and

**WHEREAS**, the Act requires manufacturers to provide a manufacturer e-waste program to transport and recycle residential covered electronic devices collected at, and prepared for transport from, program collection sites; and

**WHEREAS**, counties and municipalities that wish to participate in the e-waste program must opt-in to the program by March 1 of each year and provide collection sites for the covered electronic devices; and

**WHEREAS**, the County of Winnebago desires to continue the partnership with Keep Northern Illinois Beautiful, which has been in place since program year 2019 to provide collection sites for covered electronic devices.

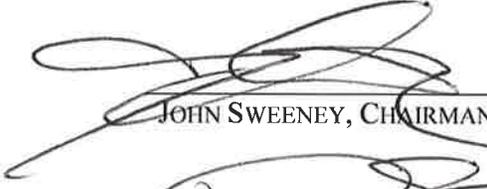
**NOW, THEREFORE, BE IT RESOLVED**, by the County Board of the County of Winnebago, that the County of Winnebago elects to opt-in to the Illinois Electronics Recycling Program for Program Year 2026.

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

Respectfully submitted,  
**Economic Development Committee**

**AGREE**

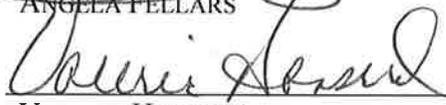
**DISAGREE**

  
\_\_\_\_\_  
JOHN SWEENEY, CHAIRMAN

\_\_\_\_\_  
JOHN SWEENEY, CHAIRMAN

  
\_\_\_\_\_  
ANGELA FELLARS

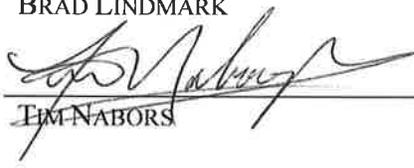
\_\_\_\_\_  
ANGELA FELLARS

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

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

  
\_\_\_\_\_  
BRAD LINDMARK

\_\_\_\_\_  
BRAD LINDMARK

  
\_\_\_\_\_  
TIM NABORS

\_\_\_\_\_  
TIM NABORS

*Virtual-YES*

\_\_\_\_\_  
JOHN PENNEY

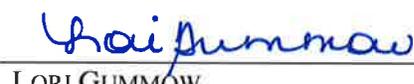
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JOHN PENNEY

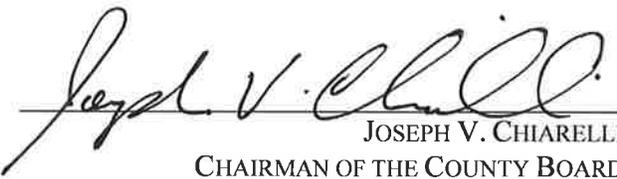
  
\_\_\_\_\_  
RAY THOMPSON

\_\_\_\_\_  
RAY THOMPSON

The above and foregoing Resolution was adopted by the County Board of the County of Winnebago, Illinois this 13th day of March 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



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## FREQUENTLY ASKED QUESTIONS – COUNTY INFORMATION

### ILLINOIS ELECTRONICS RECYCLING PROGRAM

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#### **What is the Illinois Electronics Recycling Program?**

The Consumer Electronics Recycling Act (CERA) establishes a statewide system for recycling and/or reusing a specific set of electronic devices (CEDs) from Illinois residences. CERA requires CED manufacturers to financially support the recycling of collected CEDs.

#### **What are the covered electronic devices that manufacturers are responsible for recycling?**

Computers	DVD Recorders	Electronic Mice
Computer Monitors	VCRs	Small-Scale Servers
Televisions	Video Game Consoles	Portable Digital Music
Printers	Digital Converter Boxes	Players (Memory Capability
FAX Machines	Cable Receivers	& Battery Powered)
Scanners	Satellite Receivers	
DVD Players	Electronic Keyboards	

#### **What about the electronic devices that the manufacturers do not have to recycle?**

Individual collectors may decide to accept non-CEDs, such as cell phones, microwaves, and other common household devices that have an electronic component. Collectors must separate any accepted non-CEDs from the collected CEDs before those items are removed from the collection site. Collectors may be charged a fee by their recycler to cover the cost of recycling non-CEDs.

#### **What is the benefit for a county to participate in the Illinois Electronics Recycling Program?**

The Illinois Electronics Recycling Program provides residents of participating counties an environmentally safe outlet for their unwanted CEDs and helps prevent open dumping of electronics.

#### **What does a county need to do to participate in the next program year?**

Submit a completed Opt-In Form to the Illinois EPA and the designated manufacturer representative by March 1 of the preceding program year. The Opt-In Form should include a list of proposed collection locations that are likely to be available to support an electronics recycling site or event during the next program year.

#### **What is the county responsible for if it opts-in to the program?**

Participating counties are awarded a certain number of sites based upon population density, this is broken down below. The county will work with the manufacturer electronics recycling program contact to determine the specific collection sites or events for the upcoming program year. [Section 1-45 of CERA](#) outlines the additional responsibilities for counties that operate their own collection sites.

Population Density (individuals/sq. mile)	Minimum # of Sites*
0-249	1
250-499	2
500-749	3
750-999	4
1000-4999	5
5000+	15
*One site is equivalent to four one-day events	
Note: Municipality with over 1,000,000 residents receives 10 additional sites (located in that municipality)	

**Will the county have to absorb any costs?**

This depends if the county acts as a collector. Counties that hire a third party to collect CEDs will likely have to absorb the third party’s costs. These expenses may be covered or minimized by the fees that collectors can charge for accepting televisions and monitors.

Counties that serve as collectors are primarily responsible for staffing, equipment (forklift, forklift operator, pallet jack, etc.), and advertising. Under these circumstances, electronics manufacturers provide the county packaging and shipment materials, bulk transportation, and recycling of collected CEDs. The county may be assessed a prorated transportation fee if loads of transported CEDs do not average 18,000 pounds.

Counties can keep costs low by working with local departments to staff sites or events. Contact your ILCSWMA Regional Representative to see if they have any other ideas that have worked in the past.

ILCSWMA Northern Region Representative – Pete Adrian – [padrian@swalco.org](mailto:padrian@swalco.org) or 847-377-4952

ILCSWMA Central Region Representative – Chad Braatz – [chad.braatz@cityofmonmouth.com](mailto:chad.braatz@cityofmonmouth.com) – 309-255-5075

ILCSWMA Southern Region Representative – Andi Yancey – [anyancey@co.madison.il.us](mailto:anyancey@co.madison.il.us) – 618-296-4616

**Will counties be charged any fees by electronics recyclers?**

CERA does not include any recycler fees. The Illinois EPA recommends that counties contact their recycler to determine if they have an independent fee schedule.

**How many people are needed to staff a site or event? What if a county does not have any staff for these sites or events?**

Site staffing may vary based on county size. Depending upon the population density within a county, a single staff member for a site may suffice. However, staffing a site is more predictable than an event. Event staffing can vary depending upon several factors, including frequency of event, weather, and advertising. Counties should discuss staffing numbers with their recycler or ILCSWMA Regional Representative as they may have experience with organizing electronics recycling events.

Volunteers can be used if the county does not have enough staff for these sites or events. Volunteers should receive sufficient training that covers safety, sorting, and packaging prior to the event. Also, an individual with experience is recommended to provide expertise on the sorting, packaging and loading of the collected material.

**What are the benefits and limitations of selecting collection sites or one-day collection events?**

	Benefits	Limitations
Collection Site	<ul style="list-style-type: none"><li>• Continued availability for resident drop-off</li><li>• Predictable schedule</li><li>• May operate with single employee</li><li>• County control over recycler pick-ups</li></ul>	<ul style="list-style-type: none"><li>• Dedicated location</li><li>• Dedicated staff</li></ul>
One-day Event	<ul style="list-style-type: none"><li>• Flexible location options (may use an empty parking lot)</li><li>• Staff only required for one day</li></ul>	<ul style="list-style-type: none"><li>• Limited availability to residents</li><li>• Unpredictable (weather, number of incoming devices)</li><li>• Less control over ability to meet 18,000 gross pound transportation requirement</li></ul>

**What can a county expect after opting-in?**

Participating counties should be contacted by a manufacturer program contact after opting-in to the Illinois electronics recycling program. The manufacturer program contact will work with participating counties to identify the collection sites or events that will be listed in the manufacturer program plan and connect the counties with assigned recyclers. These contacts should take place before July 1, when the manufacturer program plan is due to the Illinois EPA.

# ELECTRONICS ≠ TRASH

## But why?

It is illegal for these devices to go into a landfill.

Electronics contain hazardous materials and we need to protect our environment from these materials entering into our land and water.



Valuable and precious metals can also be found in these devices, like gold, silver, copper, zinc, aluminum, platinum, nickel, cobalt, etc.

Find a collection location near you at: [bit.ly/recycleil](https://bit.ly/recycleil)



**Electronic Waste can be dropped off at our Recycling Centers anytime we are open to the public.**



**Items we take:**

- TVs & Computer Monitors (see the below residential rates)
- Computer Towers
- Laptops
- Printers
- Scanners
- Fax Machines
- VCRs
- DVD Players
- Satellite Receivers
- Keyboards
- Mice
- Gaming Units

**RATES-** Recycling charges apply for TVs, Computer Monitors, and any items containing refrigerant.

- Projection TVs, Wood Console TVs: .....\$30 each
  - Large TVs/Monitors (19" and Over): ..... \$25 each
  - Small TVs/Monitors (Under 19"): .....\$20 each
  - Refrigerant Removal: ..... \$25 each
- (Cash, Check, Debit/Credit Cards accepted)

**For Business Electronics:**

Contact Steve at **815-979-2073** or [steve@knib.org](mailto:steve@knib.org) to make an appointment.

**Standard Business Electronics Rate: \$.35/lb. for ALL items**

**Rockford Recycle Center**

4665 Hydraulic Road  
Rockford, IL 61109

**Hours of Operation:**

Tuesdays 2pm-5pm  
Saturdays 9am-Noon

**Machesney Park Recycle Center**

8409 N. 2nd Street  
Machesney Park, IL 61115

**Hours of Operation:**

Wednesdays 2pm-5pm  
Saturdays 9am-Noon

**South Beloit Recycle Center**

624 Eastern Avenue  
South Beloit, IL 61080

**Hours of Operation:**

2nd Saturday of the month  
9am-Noon

## RESIDENTIAL RATES- Recycling charges apply for TVs, Computer Monitors, and any items containing refrigerant.

Projection TVs, Wood Console TVs:	\$30 each
Large TVs/Monitors (19" and Over):	\$25 each
Small TVs/Monitors (Under 19"):	\$20 each
Refrigerant Removal:	\$25 each

All forms of payment accepted.

*Illinois Electronic Products Recycling & Reuse Act effective Jan. 1, 2012 prohibits disposal of unwanted electronics in the regular trash for burial in landfills.*

## WHAT WE TAKE

\* **Fees apply**

\*\* **Not accepted at South Beloit**

air conditioners\*

American flags

backpacks / briefcases

batteries-Lead Acid only \*\*

Powering cars, trucks, golf carts, sump pumps, boat, motorcycle, RV, mowers, floor scrubbers & more

*We cannot recycle alkaline batteries*

bedding / linens (clean)

belts

bicycles

books\*\*

boots

cardboard-flattened/clean/dry\*\*  
(no pizza boxes)

cables

catalogs\*\*

cell phones

clothing-wearable or not (clean)

curtains

computer hard drives/CPUs/towers

computer keyboards

computer laptops

computer mice

computer printers

dehumidifiers\*

dishwashers

DVD/CD players

egg cartons\*\*

electrical tools

electronics

exercise equipment (most)

extension cords

fabric

freezers\*

glass bottles / jars (clean)\*\*

grills (without tanks)

gutters / downspouts

hangers - metal only

hats

holiday string lights

hot water tanks

ink cartridges (no toner)

lawn mowers (drain oil / gas)

luggage-soft-sided

magazines\*\*

mail (paper)\*\*

metal cans / aluminum (clean)

metal items-almost all kinds

metal shelves / metal hangers

metal tools

microwaves (remove glass tray)

monitors\*

newspaper\*\*

paint - oil or latex

original container 5-gallons or less

paper (preferably in paper bags)\*\*

paper grocery bags\*\*

shredded paper\*\*

pillows (clean)

pipe conduit / brass

plastic 6-pack rings\*\*

plastic bottles / containers (clean)\*\*

### BUSINESS ELECTRONICS:

Please call Steve at 815-979-2073 to schedule an appointment.

pots and pans

purses

refrigerators\*

satellite dishes

shoes

snow blowers (drain oil /gas)

sinks - stainless

stoves

stuffed toys

televisions-flat screens\*

throw rugs

toasters

towels (clean)

vacuums

washers / dryers

water coolers\*

wires

yarn

\* **Fees apply**

\*\* **Not accepted at South Beloit**

# Illinois Electronics Recycling Program

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Illinois Environmental  
Protection Agency

# Introduction

The Illinois Statewide Electronics Recycling Program began on January 1, 2012 under the Electronics Products Recycling & Reuse Act (EPRRA). On January 1, 2019, the Consumer Electronics Recycling Act (CERA) replaced EPRRA as the statutory framework for the statewide electronics recycling program. CERA incorporated many of the lessons learned from the historic program administration, including replacing numerical annual collection goals with minimum collection site requirements for participating Illinois counties.

The statewide program offers an environmentally sound outlet for residential electronics and reduces the occurrence of open dumping which can be an environmental and economic burden for Illinois taxpayers. CERA requires manufacturers of covered electronic devices (CEDs), listed in Table 1, to register with the Illinois Environmental Protection Agency (Agency) the brands they offer for sale at retail to Illinois residents. These manufacturers are required to fund packaging, transportation, and the subsequent recycling of CEDs collected at participating collection locations. The list of registered manufacturers can be found on the Agency’s [website](#).

**Table 1. List of Covered Electronic Devices**

- Computers
- Computer Monitors
- Keyboards & Mice
- Printers
- Scanners
- Fax Machines
- Small-Scale Servers
- Televisions
- DVD Players|
- DVD Recorders
- VCRs
- Cable Receivers
- Satellite Receivers
- Digital Converter Boxes
- Video Game Consoles
- Portable Music Players (with memory capabilities)

## Program Participation

Illinois county participation plays an important role in program success. In total, 52 counties opted into the 2024 statewide program. Of those counties, 41 were able to run collection sites or hold collection events. Figure 1 displays a visual depiction of county participation. Approximately 87% of the Illinois population had the opportunity to use a CERA collection site or event during calendar year 2024.

Collectors and recyclers are also vital components of the statewide program. Collectors involved in the program must register each program year with the Agency. In many cases, the participating county acts as their own designated collector. A county may also designate a third party to act as their collector. Collectors must register the collection sites and events with the Agency. These sites and events are published on the Agency’s website and added to our [Beyond the Bin Map](#) for public access.

Recyclers involved in the statewide program are selected and assigned to participating counties by the manufacturers. In 2024, five recyclers were selected to participate. Registered collectors and recyclers are responsible for handling CEDs in an environmentally safe manner in accordance with state law. CERA contemplates allowing additional collectors and recyclers

maintaining independent collection and recycling networks, which may not be funded by manufacturers.

## Collection Totals and Analysis

CERA requires manufacturers to annually report to the Agency the amount of CEDs collected and recycled from participating collection sites and events by device category. The eight device categories are:

1. Computers and small-scale servers
2. Computer monitors
3. Televisions
4. Printers, scanners, fax machines
5. DVD players/recorders, video players/recorders
6. Video game consoles
7. Digital converter boxes, cable and satellite receivers
8. Keyboards, mice, portable digital music players

Manufacturers reported that approximately ~9.7 million pounds of CEDs were collected from collection sites and events established under CERA in 2024.

Figure 2 illustrates the total weight amount collected by CED category. A majority of the weight collected can be attributed to televisions and accounts for 45.7% of the total weight collected. Although televisions continue to become slimmer and lighter, they remain the heaviest consumer electronic. Additionally, tube televisions persist in Illinois homes despite their phaseout in the mid- to late 2000s. Television collection numbers are expected to remain high for the future due to their size, weight, and abundance. Computer monitor and Peripherals collection numbers are also expected to increase for the future due to the technology operational shift in response to the COVID-19 pandemic.

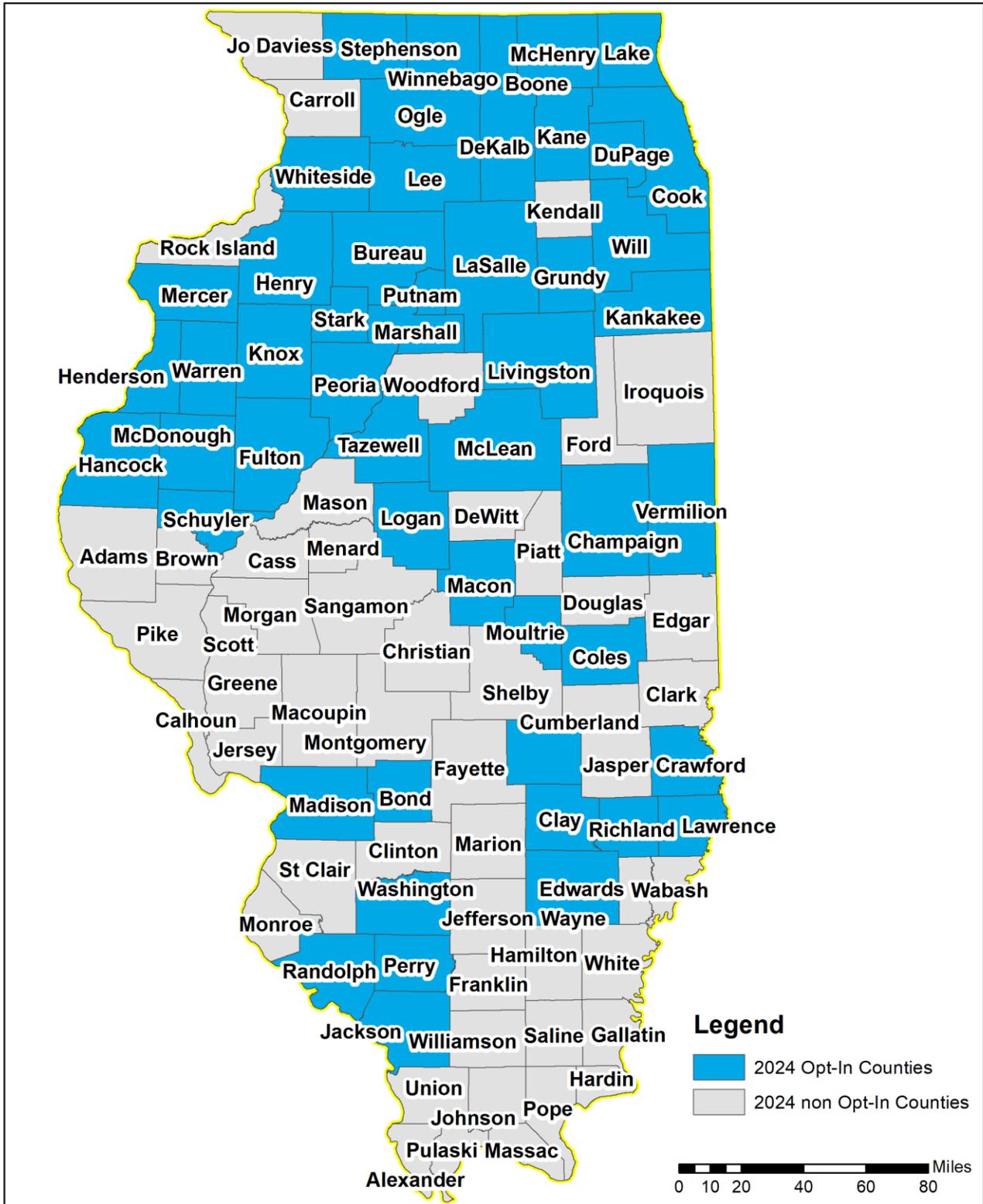
The remaining device categories collected include: Printers/Scanners/Fax (14.9%), DVD and VCR Players/Recorders (10.4%), Computers and Small-Scale Servers (7%), Computer Peripherals (10.3%), Computer Monitors (7.2%), Cable/Satellite Equipment (3.3%), and Game Consoles (1.2%).

In addition, the Agency is provided with a summary of CED weight collected by each county. A summary of collection weight by county can be found in Table 2. The top four counties by collected weight are Lake County, DuPage County, Will County, and Kane County. These counties represent the four out of the five largest Illinois counties by population size.

CERA is among the first of several electronic recycling statutes enacted in the United States. Analysis of program effectiveness is on-going as more data is collected each year. Eleven counties that had opt-ed into the program were ultimately unable to provide collection services during 2024 due to the budgeting, infrastructure, and staffing restraints. Program year 2024 brought in 237,915 fewer pounds when compared to program year 2023. A decrease in total weight collected was anticipated. Despite these challenges, local governments and recyclers

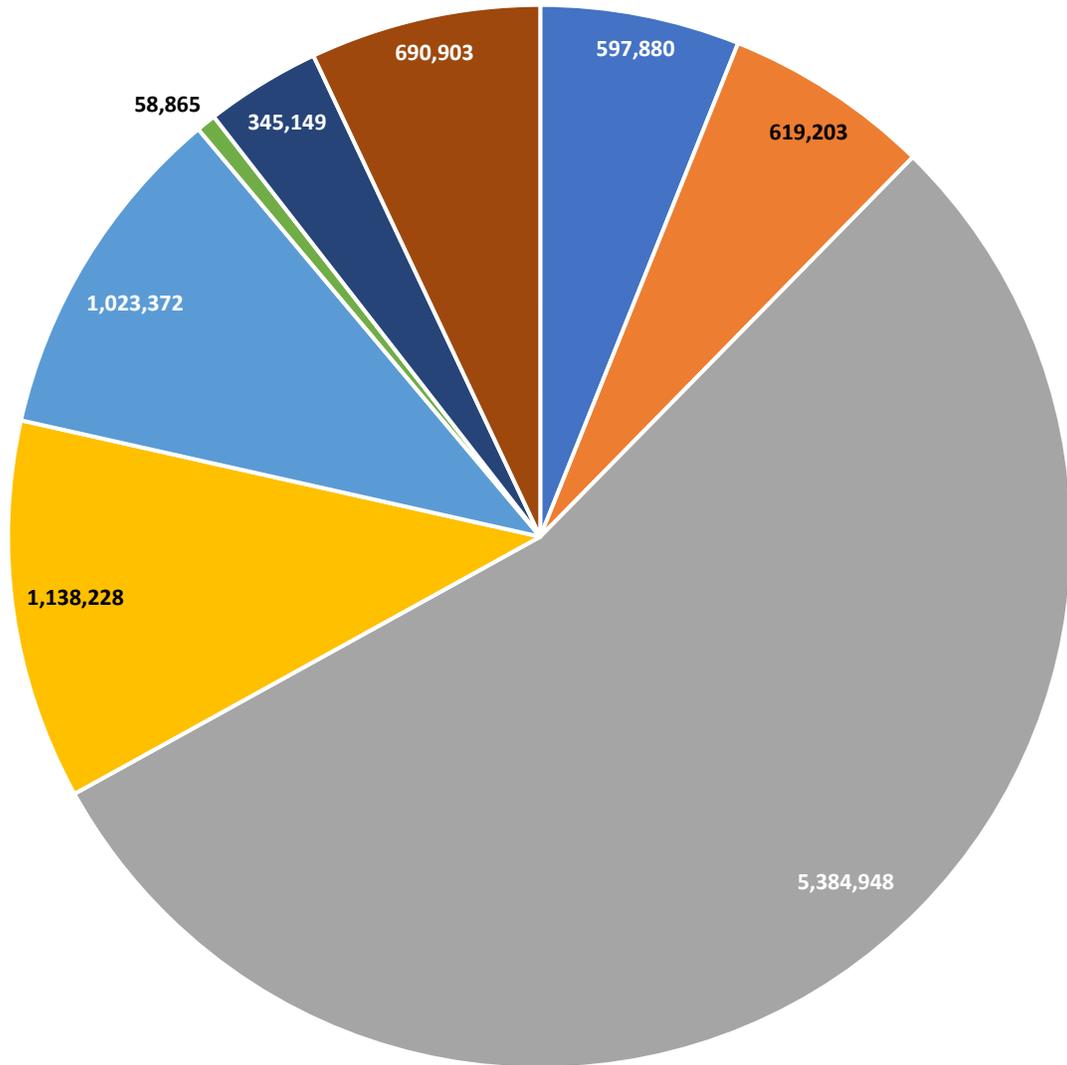
worked diligently to operate collection sites and hold collection events throughout the program year. This was largely achieved by taking additional measures to protect the health and safety of employees and residents so that this important program could continue to benefit local communities and the environment.

Please contact [EPA.Recycling@illinois.gov](mailto:EPA.Recycling@illinois.gov) if you have any questions related to this report or the Illinois Statewide Electronics Recycling Program.



**Figure 1. Illinois County Participation in 2024 under CERA**

## Figure 2. Total CED Weight (lbs.) Collected in 2024 Under CERA



- Computers and Small-scale servers
- TVs
- DVD players, DVD recorders, VCRs
- Digital converter boxes, cable receivers, satellite receivers
- Computer Monitors
- Printers, Fax machines, Scanners
- Video game consoles
- Keyboards, mice, portable digital music players

**Table 2.** CED weight (lbs.) Collected by Illinois Counties in 2024 Under CERA

<b>County</b>	<b>Weight (lbs.) Collected By County (2024)</b>
Bond	32,306
Boone	100,657
Bureau	33,842
Champaign	155,289
Coles	21,406
Cook	372,015
DeKalb	72,577
DuPage	1,359,414
Fulton	43,219
Grundy	40,066
Hancock	15,200
Henderson	5,223
Henry	38,455
Jackson	335,353
Kane	792,617
Kankakee	132,589
Knox	73,142
Lake	1,711,584
LaSalle	98,714
Lee	71,621
Livingston	86,099
Logan	46,861
Macon	100,141
Madison	86,659
Marshall	25,841
McDonough	37,046
McHenry	481,251
McLean	461,740
Mercer	22,084
Ogle	116,511
Peoria	747,704
Perry	16,096
Schuyler	13,061
Stark	18,964
Tazewell	27,511
SWANCC	678,524
Vermillion	80,148
Warren	28,496
Washington	33,489
Wayne	15,084
Whiteside	150,622
Will	827,472
Winnebago	251,855
<b>Total</b>	<b>9,858,548</b>

\* Collection numbers do not include non-opt-in counties, municipal programs outside of CERA, private programs, retailers, for profit businesses, or non-profits.

## Illinois Compiled Statutes (ILCS)

Updating the database of the Illinois Compiled Statutes (ILCS) is an ongoing process. Recent laws may not yet be included in the ILCS database, but they are found on this site as [Public Acts](#) soon after they become law. For information concerning the relationship between statutes and Public Acts, refer to the [Guide](#).

Because the statute database is maintained primarily for legislative drafting purposes, statutory changes are sometimes included in the statute database before they take effect. If the source note at the end of a Section of the statutes includes a Public Act that has not yet taken effect, the version of the law that is currently in effect may have already been removed from the database and you should refer to that Public Act to see the changes made to the current law.

### ENVIRONMENTAL SAFETY (415 ILCS 151/) Consumer Electronics Recycling Act.

(415 ILCS 151/Art. 1 heading)

ARTICLE 1. CONSUMER ELECTRONICS RECYCLING ACT

(This Article is scheduled to be repealed on  
December 31, 2031)

(Source: P.A. 100-433, eff. 8-25-17.)

(415 ILCS 151/1-1)

(Section scheduled to be repealed on December 31,  
2031)

Sec. 1-1. Short title. This Act may be cited as the Consumer Electronics Recycling Act. References in this Article to "this Act" mean this Article.

(Source: P.A. 100-433, eff. 8-25-17.)

(415 ILCS 151/1-3)

(Section scheduled to be repealed on December 31,  
2031)

Sec. 1-3. Findings; purpose.

(a) The General Assembly finds all of the following:

(1) Many older and obsolete consumer electronic products contain materials which may pose environmental and health risks that should be managed.

(2) Consumer electronic products contain metals, plastics, glass, and other potentially valuable materials. The reuse and recycling of these materials can conserve natural resources and energy.

(3) The recycling and reuse of the covered electronic devices defined under this Act falls within the State of Illinois' interest in the proper management of such products.

(4) Illinois counties and municipalities may face significant cost burdens in collecting and processing obsolete electronic products for

reuse and recycling.

(5) Manufacturers of electronic products should share

responsibility for the proper management of obsolete consumer electronic products.

(6) Illinois counties and municipalities, and the

citizens of Illinois, will benefit from the implementation of a program or programs for the proper management of obsolete consumer electronic products operated by manufacturers that are actively overseen by the State.

(7) It is the intent of the State to allow manufacturers to coordinate their activities and programs related to the proper management of obsolete covered electronic devices as defined under this Act under strict State supervision regardless of the effect the manufacturers' actions or such coordination will have on competition.

(8) It is in the best interest of the State to promote the coordination of manufacturer activities and programs related to the proper management of obsolete covered electronic devices through participation in a manufacturer clearinghouse as set forth in the Act.

(b) The purpose of this Act is to further the interest of the State of Illinois in the proper management of obsolete consumer electronic products by setting forth procedures by which the recycling and processing for reuse of covered electronic devices will be accomplished by manufacturers for those counties and municipalities that wish to opt-in to electronic product manufacturer-run recycling and processing programs that are approved and overseen by the State of Illinois.

(Source: P.A. 100-592, eff. 6-22-18.)

(415 ILCS 151/1-5)

(Section scheduled to be repealed on December 31, 2031)

Sec. 1-5. Definitions. As used in this Act:

"Agency" means the Illinois Environmental Protection Agency.

"Best practices" means standards for collecting and preparing items for shipment and recycling.

"Best practices" may include standards for packaging for transport, load size, acceptable load contamination levels, non-CED items included in a

load, and other standards as determined under Section 1-85 of this Act. "Best practices" shall consider the desired intent to preserve existing collection programs and relationships when possible.

"Collector" means a person who collects CEDs from covered entities at any program collection site or one-day collection event and prepares them for transport.

"Computer", often referred to as a "personal computer" or "PC", means a desktop or notebook computer as further defined below, but does not mean an automated typewriter, electronic printer, mobile telephone, portable hand-held calculator, portable digital assistant (PDA), MP3 player, or other similar device. "Computer" does not include computer peripherals, commonly known as cables, mouse, or keyboard. "Computer" is further defined as either:

(1) "Desktop computer", which means an electronic,

magnetic, optical, electrochemical, or other high-speed data processing device performing logical, arithmetic, or storage functions for general purpose needs that are met through interaction with a number of software programs contained therein, and that is not designed to exclusively perform a specific type of logical, arithmetic, or storage function or other limited or specialized application. Human interface with a desktop computer is achieved through a stand-alone keyboard, stand-alone monitor, or other display unit, and a stand-alone mouse or other pointing device, and is designed for a single user. A desktop computer has a main unit that is intended to be persistently located in a single location, often on a desk or on the floor. A desktop computer is not designed for portability and generally utilizes an external monitor, keyboard, and mouse with an external or internal power supply for a power source. Desktop computer does not include an automated typewriter or typesetter; or

(2) "Notebook computer", which means an electronic,

magnetic, optical, electrochemical, or other high-speed data processing device performing logical, arithmetic, or storage functions for general purpose needs that are met through interaction with a number of software programs contained therein, and that is not designed to exclusively perform a specific type of logical,

arithmetic, or storage function or other limited or specialized application. Human interface with a notebook computer is achieved through a keyboard, video display greater than 4 inches in size, and mouse or other pointing device, all of which are contained within the construction of the unit that comprises the notebook computer; supplemental stand-alone interface devices typically can also be attached to the notebook computer. Notebook computers can use external, internal, or batteries for a power source. Notebook computer does not include a portable hand-held calculator, or a portable digital assistant or similar specialized device. A notebook computer has an incorporated video display greater than 4 inches in size and can be carried as one unit by an individual. A notebook computer is sometimes referred to as a laptop computer.

(3) "Tablet computer", which means an electronic,

magnetic, optical, electrochemical, or other high-speed data processing device performing logical, arithmetic, or storage functions for general purpose needs that are met through interaction with a number of software programs contained therein, and that is not designed to exclusively perform a specific type of logical, arithmetic, or storage function or other limited or specialized application. Human interface with a tablet computer is achieved through a touch screen and video display screen greater than 6 inches in size (all of which are contained within the unit that comprises the tablet computer). Tablet computers may use an external or internal power source. "Tablet computer" does not include a portable hand-held calculator, a portable digital assistant, or a similar specialized device.

"Computer monitor" means an electronic device that is a cathode-ray tube or flat panel display primarily intended to display information from a computer.

"County recycling coordinator" means the individual who is designated as the recycling coordinator for a county in a waste management plan developed pursuant to the Solid Waste Planning and Recycling Act.

"Covered electronic device" or "CED" means any computer, computer monitor, television, printer,

electronic keyboard, facsimile machine, videocassette recorder, portable digital music player that has memory capability and is battery powered, digital video disc player, video game console, electronic mouse, scanner, digital converter box, cable receiver, satellite receiver, digital video disc recorder, small-scale server, home audio component, or peripheral sold at retail. "Covered electronic device" does not include any of the following:

(1) an electronic device that is a part of a motor

vehicle or any component part of a motor vehicle assembled by or for a vehicle manufacturer or franchised dealer, including replacement parts for use in a motor vehicle;

(2) an electronic device that is functionally or physically part of a larger piece of equipment or that is taken out of service from an industrial, commercial (including retail), library checkout, traffic control, kiosk, security (other than household security), governmental, agricultural, or medical setting, including but not limited to diagnostic, monitoring, or control equipment; or

(3) an electronic device that is contained within a

clothes washer, clothes dryer, refrigerator, refrigerator and freezer, microwave oven, conventional oven or range, dishwasher, room air conditioner, dehumidifier, water pump, sump pump, or air purifier. To the extent allowed under federal and State laws and regulations, a CED that is being collected, recycled, or processed for reuse is not considered to be hazardous waste, household waste, solid waste, or special waste.

"Covered electronic device category" or "CED category" means each of the following 9 categories of CEDs from covered entities:

(1) computers and small-scale servers;

(2) computer monitors;

(3) televisions;

(4) printers, facsimile machines, and scanners;

(5) digital video disc players, digital video disc

recorders, and videocassette recorders;

(6) video game consoles;

(7) digital converter boxes, cable receivers, and

satellite receivers;

(8) electronic keyboards, electronic mice, peripherals, and portable digital music players that have memory capability and are battery powered; and

(9) home audio components.

"Covered entity" means a residence for program years 2019 through 2026 and means a person delivering 7 or fewer CEDs to a program collection site or collection event beginning in program year 2027.

"Manufacturer" means a person, or a successor in interest to a person, under whose brand or label a CED is or was sold at retail. For any CED sold at retail under a brand or label that is licensed from a person who is a mere brand owner and who does not sell or produce a CED, the person who produced the CED or his or her successor in interest is the manufacturer. For any CED sold at retail under the brand or label of both the retail seller and the person that produced the CED, the person that produced the CED, or his or her successor in interest, is the manufacturer. "Manufacturer" does not include a person who manufactures only peripherals and no other CEDs.

"Manufacturer clearinghouse" means an entity that prepares and submits a manufacturer e-waste program plan to the Agency, and oversees the manufacturer e-waste program, on behalf of a group of 2 or more manufacturers cooperating with one another to collectively establish and operate an e-waste program for the purpose of complying with this Act and that collectively represent at least 50% of the manufacturers' total obligations under this Act for a program year.

"Manufacturer e-waste program" means any program established, financed, and operated by a manufacturer, individually or collectively as part of a manufacturer clearinghouse, to transport and subsequently recycle, in accordance with the requirements of this Act, CEDs from covered entities collected at program collection sites and one-day collection events.

"Municipal joint action agency" means a municipal joint action agency created under Section 3.2 of the Intergovernmental Cooperation Act.

"One-day collection event" means a one-day event used as a substitute for a program collection site pursuant to Section 1-15 of this Act.

"Peripheral" means a device sold exclusively for

external use with a CED as a wireless or corded device that provides input into or output from a CED and cords used with a CED or peripheral. A peripheral may be collected with or without the CED with which it is used.

"Person" means an individual, partnership, co-partnership, firm, company, limited liability company, corporation, association, joint stock company, trust, estate, political subdivision, State agency, or any other legal entity; or a legal representative, agent, or assign of that entity. "Person" includes a unit of local government.

"Printer" means desktop printers, multifunction printer copiers, and printer/fax combinations taken out of service that are designed to reside on a work surface, and include various print technologies, including without limitation laser and LED (electrographic), ink jet, dot matrix, thermal, and digital sublimation, and "multi-function" or "all-in-one" devices that perform different tasks, including without limitation copying, scanning, faxing, and printing. Printers do not include floor-standing printers, printers with optional floor stand, point of sale (POS) receipt printers, household printers such as a calculator with printing capabilities or label makers, or non-stand-alone printers that are embedded into products that are not CEDs.

"Private network collection site" means a collection site operated by a nonprofit organization or recycler collecting on behalf of a manufacturer.

"Program collection site" means a physical location that is included in a manufacturer e-waste program and at which CEDs from covered entities are collected and prepared for transport by a collector during a program year in accordance with the requirements of this Act. Except as otherwise provided in this Act, "program collection site" does not include a retail or private network collection site.

"Program year" means a calendar year. The first program year is 2019.

"Recycler" means any person who transports or subsequently recycles CEDs from covered entities that have been collected and prepared for transport by a collector at any program collection site or one-day collection event.

"Recycling" has the meaning provided under Section 3.380 of the Environmental Protection Act. "Recycling" includes any process by which CEDs from

covered entities that would otherwise be disposed of or discarded are collected, separated, or processed and returned to the economic mainstream in the form of raw materials or products.

"Residence" means a dwelling place or home in which one or more individuals live.

"Retail collection site" means a private sector collection site operated by a retailer collecting on behalf of a manufacturer.

"Retailer" means a person who first sells, through a sales outlet, catalogue, or the Internet, a covered electronic device at retail to an individual for residential use or any permanent establishment primarily where merchandise is displayed, held, stored, or offered for sale to the public.

"Sale" means any retail transfer of title for consideration of title including, but not limited to, transactions conducted through sales outlets, catalogs, or the Internet or any other similar electronic means. "Sale" does not include financing or leasing.

"Small-scale server" means a computer that typically uses desktop components in a desktop form designed primarily to serve as a storage host for other computers. To be considered a small-scale server, a computer must: be designed in a pedestal, tower, or other form that is similar to that of a desktop computer so that all data processing, storage, and network interfacing is contained within one box or product; be designed to be operational 24 hours per day and 7 days per week; have very little unscheduled downtime, such as on the order of hours per year; be capable of operating in a simultaneous multi-user environment serving several users through networked client units; and be designed for an industry-accepted operating system for home or low-end server applications.

"Television" means an electronic device that contains a cathode-ray tube or flat panel screen the size of which is greater than 4 inches when measured diagonally and is intended to receive video programming via broadcast, cable, satellite, Internet, or other mode of video transmission or to receive video from surveillance or other similar cameras.

(Source: P.A. 104-274, eff. 1-1-26.)

2031)

Sec. 1-10. Manufacturer e-waste program.

(a) For program year 2019 and each program year thereafter, each manufacturer shall, individually or collectively as part of a manufacturer clearinghouse, provide a manufacturer e-waste program to transport and subsequently recycle, in accordance with the requirements of this Act, CEDs from covered entities collected at, and prepared for transport from, the program collection sites and one-day collection events included in the program during the program year.

(b) Each manufacturer e-waste program must include, at a minimum, the following:

(1) satisfaction of the convenience standard described in Section 1-15 of this Act;

(2) instructions for designated county recycling coordinators and municipal joint action agencies to annually file notice to participate in the program;

(3) transportation and subsequent recycling of the

CEDs from covered entities collected at, and prepared for transport from, the program collection sites and one-day collection events included in the program during the program year; and

(4) submission of a report to the Agency, by March 1,

2020, and each March 1 thereafter, which includes:

(A) the total weight of all CEDs from covered entities transported from program collection sites and one-day collection events throughout the State during the preceding program year by CED category;

(B) the total weight of CEDs from covered entities transported from all program collection sites and one-day collection events in each county in the State during the preceding program year by CED category; and

(C) the total weight of CEDs from covered entities transported from all program collection sites and one-day collection events in each county in the State during that preceding program year and that was recycled.

(c) Each manufacturer e-waste program shall make the instructions required under paragraph (2) of

subsection (b) available on its website by December 1, 2017, and the program shall provide to the Agency a hyperlink to the website for posting on the Agency's website.

(d) Nothing in this Act shall prevent a manufacturer from accepting, through a manufacturer e-waste program, CEDs from covered entities collected through a curbside or drop-off collection program that is operated pursuant to a residential franchise collection agreement authorized by Section 11-19-1 of the Illinois Municipal Code or Section 5-1048 of the Counties Code between a third party and a unit of local government located within a county or municipal joint action agency that has elected to participate in a manufacturer e-waste program.

(e) A collection program operated in accordance with this Section shall:

(1) meet the collector responsibilities under subsections (a), (a-5), (d), (e), and (g) under Section 1-45 and require certification on the bill of lading or similar manifest from the unit of local government, the third party, or the county or municipal joint action agency that elected to participate in the manufacturer e-waste program that the CEDs were collected, to the best of their knowledge, from covered entities in the State of Illinois;

(2) comply with the audit provisions under subsection

(g) of Section 1-30;

(3) locate any drop-off location where CEDs are collected on property owned by a unit of local government; and

(4) have signage at any drop-off location indicating

only CEDs from covered entities are accepted for recycling.

Manufacturers of CEDs are not financially responsible for transporting and consolidating CEDs collected from a collection program's drop-off location. Any drop-off location used in 2019 must have been identified by the county or municipal joint action agency in the written notice of election to participate in the manufacturer e-waste program in accordance with Section 1-20 by March 1, 2018. Any drop-off location operating in 2020 or in subsequent years must be identified by the county or municipal joint action agency in the annual written notice of election to participate in a manufacturer e-waste program in accordance with Section 1-20 to

be eligible for the subsequent program year.

(Source: P.A. 104-274, eff. 1-1-26.)

(415 ILCS 151/1-15)

(Section scheduled to be repealed on December 31, 2031)

Sec. 1-15. Convenience standard for program collection sites and one-day collection events.

(a) Beginning in 2019 each manufacturer e-waste program for a program year must include, at a minimum, program collection sites in the following quantities in counties that elect to participate in the manufacturer e-waste program for the program year:

(1) one program collection site in each county that

has elected to participate in the manufacturer e-waste program for the program year and that has a population density that is less than 250 individuals per square mile;

(2) two program collection sites in each county that

has elected to participate in the manufacturer e-waste program for the program year and that has a population density that is greater than or equal to 250 individuals per square mile but less than 500 individuals per square mile;

(3) three program collection sites in each county

that has elected to participate in the manufacturer e-waste program for the program year and that has a population density that is greater than or equal to 500 individuals per square mile but less than 750 individuals per square mile;

(4) four program collection sites in each county that

has elected to participate in the manufacturer e-waste program for the program year and that has a population density that is greater than or equal to 750 individuals per square mile but less than 1,000 individuals per square mile;

(5) five program collection sites in each county that

has elected to participate in the manufacturer e-waste program for the program year and that has a population density that is greater than or equal to 1,000 individuals per square mile but less than 5,000 individuals per square mile; and

(6) fifteen program collection sites in each county

that has elected to participate in the manufacturer e-waste program for the program year and that has a population density that is greater than or equal to 5,000 individuals per square mile.

For purposes of this Section, county population densities shall be based on the entire county's population density, regardless of whether a municipality or municipal joint action agency in the county participates in a manufacturer e-waste program.

If a municipality with a population of over 1,000,000 residents elects to participate in a manufacturer e-waste program for a program year, then the program shall provide 10 additional program collection sites for the program year to be located in that municipality, and the program collection sites required under paragraph (6) of subsection (a) of this Section shall be located outside of the municipality.

If a municipal joint action agency elects to participate in a manufacturer e-waste program for a program year, it shall receive, for that year, a population-based pro rata share of the program collection sites that would be granted to the county in which the municipal joint action agency is located if the county were to elect to participate in the program for that year, rounded to the nearest whole number.

A designated county recycling coordinator may elect to operate more than the required minimum number of collection sites.

(b) Notwithstanding subsection (a) of this Section, any county, municipality, or municipal joint action agency that elects to participate in a manufacturer e-waste program may enter into a written agreement with the operators of any manufacturer e-waste program in order to do one or more of the following:

(1) to decrease the number of program collection sites in the county, municipality, or territorial boundary of the municipal joint action agency for the program year;

(2) to substitute a program collection site in the

county, municipality, or territorial boundary of the municipal joint action agency with either (i) 4 one-day collection events or (ii) a

different number of such events as may be provided in the written agreement;

(3) to substitute the location of a program collection site in the county, municipality, or territorial boundary of the municipal joint action agency for the program year with another location;

(4) to substitute the location of a one-day collection in the county, municipality, or territorial boundary of the municipal joint action agency with another location; or

(5) to use, with the agreement of the applicable retailer, nonprofit organization, or recycler, a retail or private network collection site as a program collection site.

An agreement made pursuant to paragraph (1), (2), or (5) of this subsection (b) shall be reduced to writing and included in the manufacturer e-waste program plan as required under subsection (a) of Section 1-25 of this Act.

(Source: P.A. 104-274, eff. 1-1-26.)

(415 ILCS 151/1-20)

(Section scheduled to be repealed on December 31, 2031)

Sec. 1-20. Election to participate in manufacturer e-waste programs. Beginning with program year 2019, a county, a municipal joint action agency, or a municipality with a population of more than 1,000,000 residents may elect to participate in a manufacturer e-waste program by filing with the manufacturer e-waste program and the Agency, on or before March 1, 2018, and on or before March 1 of each year thereafter for the upcoming program year, a written notice of election to participate in the program. The written notice shall include a list of proposed collection locations likely to be available and appropriate to support the program, and may include locations already providing similar collection services. The written notice may include a list of registered recyclers that the county, municipal joint action agency, or municipality would prefer using for its collection sites or one-day events.

Counties, municipal joint action agencies, and municipalities with a population of more than 1,000,000 residents may contract with registered collectors to operate collection sites. Eligible registered collectors are not limited to private

companies and non-government organizations.

(Source: P.A. 100-362, eff. 8-25-17; 100-433, eff. 8-25-17.)

(415 ILCS 151/1-25)

(Section scheduled to be repealed on December 31, 2031)

Sec. 1-25. Manufacturer e-waste program plans.

(a) By September 1, 2018 for program year 2019, and by July 1 of each year thereafter, each manufacturer shall, individually or through a manufacturer clearinghouse, submit to the Agency a manufacturer e-waste program plan, which includes, at a minimum, the following:

(1) the contact information for the individual who

will serve as the point of contact for the manufacturer e-waste program;

(2) the identity of each county that has elected to

participate in the manufacturer e-waste program during the program year;

(3) for each county, the location of each program

collection site and one-day collection event included in the manufacturer e-waste program for the program year;

(4) the collector operating each program collection

site and one-day collection event included in the manufacturer e-waste program for the program year;

(5) the recyclers that manufacturers plan to use during the program year to transport and subsequently recycle CEDs from covered entities under the program, with the updated list of recyclers to be provided to the Agency no later than December 1 preceding each program year;

(6) an explanation of any deviation by the program

from the standard program collection site distribution set forth in subsection (a) of Section 1-15 of this Act for the program year, along with copies of all written agreements made pursuant to paragraphs (1), (2), or (5) of subsection (b) of Section 1-15 for the program year;

(7) if a group of 2 or more manufacturers are

participating in a manufacturer clearinghouse, certification that the methodology used for allocating responsibility for the transportation and recycling of CEDs from covered entities by manufacturers participating in the manufacturer clearinghouse for the program year will be in compliance with the allocation methodology established under Section 1-84.5 of this Act; and

(8) identification of collection service provided to

every county of the state, including program collection sites, program collection events, retail collection sites, and private network collection sites.

(b) Within 60 days after receiving a manufacturer e-waste program plan, the Agency shall review the plan and approve the plan or disapprove the plan.

(1) If the Agency determines that the program collection sites and one-day collection events specified in the plan will satisfy the convenience standard set forth in Section 1-15 of this Act, then the Agency shall approve the manufacturer e-waste program plan and provide written notification of the approval to the individual who serves as the point of contact for the manufacturer. The Agency shall make the approved plan available on the Agency's website.

(2) If the Agency determines the plan will not satisfy the convenience standard set forth in Section 1-15 of this Act, then the Agency shall disapprove the manufacturer e-waste program plan and provide written notification of the disapproval and the reasons for the disapproval to the individual who serves as the point of contact for the manufacturer. Within 30 days after the date of disapproval, the manufacturer shall submit a revised manufacturer e-waste program plan that addresses the deficiencies noted in the Agency's disapproval.

(c) Manufacturers shall assume financial responsibility for carrying out their e-waste program plans, including, but not limited to, financial responsibility for providing the packaging materials necessary to prepare shipments of collected CEDs from covered entities in compliance with subsection (e) of Section 1-45, as well as financial responsibility for bulk transportation and recycling of collected CEDs from covered entities.

(Source: P.A. 104-274, eff. 1-1-26.)

(415 ILCS 151/1-30)

(Section scheduled to be repealed on December 31, 2031)

Sec. 1-30. Manufacturer registration.

(a) By April 1, 2018, and by April 1 of each year thereafter for the upcoming program year, beginning with program year 2019, each manufacturer who sells CEDs in the State must register with the Agency by: (i) submitting to the Agency a \$5,000 registration fee; and (ii) completing and submitting to the Agency the registration form prescribed by the Agency. Information on the registration form shall include, without limitation, all of the following:

(1) a list of all of the brands and labels under which the manufacturer's CEDs are marketed and sold or offered for sale in the State to individuals; and

(2) the total weights, by CED category, of CEDs sold

in the United States to individuals, under any of the manufacturer's brands or labels, during the calendar year that is 2 years before the applicable program year.

If, during a program year, any of the manufacturer's CEDs are sold or offered for sale in the State under a brand that is not listed in the manufacturer's registration, then, within 30 days after the first sale or offer for sale under that brand, the manufacturer must amend its registration to add the brand. All registration fees collected by the Agency pursuant to this Section shall be deposited into the Solid Waste Management Fund.

(b) The Agency shall post on its website a list of all registered manufacturers.

(c) Beginning in program year 2019, a manufacturer whose CEDs are sold or offered for sale in this State for the first time on or after April 1 of a program year must register with the Agency within 30 days after the date the CEDs are first sold or offered for sale in the State.

(d) Beginning in program year 2019, manufacturers shall ensure that only recyclers that have registered with the Agency and meet the recycler standards set forth in Section 1-40 are used to transport or recycle CEDs from covered entities collected at any program collection site or one-day collection event.

(e) Beginning in program year 2019, no

manufacturer may sell or offer for sale a CED in this State unless the manufacturer is registered and operates a manufacturer program either individually or as part of the manufacturer clearinghouse as required in this Act.

(f) Beginning in program year 2019, no manufacturer may sell or offer for sale a CED in this State unless the manufacturer's brand name is permanently affixed to, and is readily visible on, the CED.

(g) In accordance with a contract or agreement with a county, municipality, or municipal joint action agency that has elected to participate in a manufacturer e-waste program under this Act, manufacturers may, either individually or through the manufacturer clearinghouse, audit program collection sites and proposed program collection sites for compliance with the terms and conditions of the contract or agreement. Audits shall be conducted during normal business hours, and a manufacturer or its designee shall provide reasonable notice to the collection site in advance of the audit. Audits of all program collection sites may include, among other things, physical site location visits and inspections and review of processes, procedures, technical systems, reports, and documentation reasonably related to the collecting, sorting, packaging, and recycling of CEDs from covered entities in compliance with this Act.

(h) Nothing in this Act shall require a manufacturer or manufacturer e-waste program to collect, transport, or recycle any CEDs other than CEDs from covered entities, or to accept for transport or recycling any pallet or bulk container of CEDs from covered entities that has not been prepared by the collector for shipment in accordance with subsection (e) of Section 1-45.

(Source: P.A. 104-274, eff. 1-1-26.)

(415 ILCS 151/1-33)

(Section scheduled to be repealed on December 31, 2031)

Sec. 1-33. Manufacturer clearinghouse.

(a) A manufacturer e-waste program plan submitted by a manufacturer clearinghouse may take into account and incorporate individual plans or operations of one or more manufacturers that are participating in the manufacturer clearinghouse.

(b) If a manufacturer clearinghouse allocates responsibility to manufacturers for manufacturers' transportation and recycling of CEDs from covered entities during a program year as part of a manufacturer e-waste program plan, then the manufacturer clearinghouse shall identify the allocation methodology in its plan submission to the Agency pursuant to Section 1-25 of this Act for review and approval. Any allocation of responsibility among manufacturers for the collection of covered electronic devices shall be in accordance with the allocation methodology established pursuant to Section 1-84.5 of this Act.

(c) A manufacturer clearinghouse shall have no authority to enforce manufacturer compliance with the requirements of this Act, including compliance with the allocation methodology set forth in a manufacturer e-waste program plan, but shall, upon prior notice to the manufacturer, refer any potential non-compliance to the Agency. A manufacturer clearinghouse may develop and implement policies and procedures that exclude from participation in the manufacturer clearinghouse any manufacturers found by the Illinois Pollution Control Board or a court of competent jurisdiction to have failed to comply with this Act.

(Source: P.A. 104-274, eff. 1-1-26.)

(415 ILCS 151/1-35)

(Section scheduled to be repealed on December 31, 2031)

Sec. 1-35. Retailer responsibilities.

(a) Beginning in program year 2019, no retailer who first sells, through a sales outlet, catalogue, or the Internet, a CED at retail to an individual for residential use may sell or offer for sale any CED in or for delivery into this State unless:

(1) the CED is labeled with a brand, and the label is

permanently affixed and readily visible; and

(2) the manufacturer is registered with the Agency at

the time the retailer purchases the CED.

(b) A retailer shall be considered to have complied with paragraphs (1) and (2) of subsection (a) if:

(1) a manufacturer registers with the Agency within

30 days of a retailer taking possession of the manufacturer's CED;

(2) a manufacturer's registration expires and the

retailer ordered the CED prior to the expiration, in which case the retailer may sell the CED, but only if the sale takes place within 180 days of the expiration; or

(3) a manufacturer is no longer conducting business

and has no successor in interest, in which case the retailer may sell any orphan CED ordered prior to the discontinuation of business.

(c) Retailers shall not be considered collectors under the convenience standard and retail collection sites shall not be considered a collection site for the purposes of the convenience standard pursuant to Sections 1-10, 1-15, and 1-25 unless otherwise agreed to in writing by the (i) retailer, (ii) operators of the manufacturer e-waste program, and (iii) the applicable county, municipal joint action agency, or municipality if the county, municipal joint action agency, or municipality elects to participate in the manufacturer e-waste program. If retailers agree to participate in a county program collection site, then the retailer collection site does not have to collect all CEDs or register as a collector.

(d) Manufacturers may use retail or private network collection sites for satisfying some or all of their obligations pursuant to Sections 1-10, 1-15 and 1-25.

(e) Nothing in this Act shall prohibit a retailer or private network collection site from collecting a fee for each CED collected.

(Source: P.A. 104-274, eff. 1-1-26.)

(415 ILCS 151/1-40)

(Section scheduled to be repealed on December 31, 2031)

Sec. 1-40. Recycler responsibilities.

(a) By January 1, 2019, and by January 1 of each year thereafter for that program year, beginning with program year 2019, each recycler must register with the Agency by (i) submitting to the Agency a \$3,000 registration fee and (ii) completing and submitting to the Agency the registration form prescribed by the Agency. The registration form prescribed by the Agency shall include, without

limitation, the address of each location where the recycler manages CEDs from covered entities collected through a manufacturer e-waste program and the certification required under subsection (d) of this Section. All registration fees collected by the Agency pursuant to this Section shall be deposited into the Solid Waste Management Fund.

(a-5) The Agency may deny a registration under this Section if the recycler or any employee or officer of the recycler has a history of:

(1) repeated violations of federal, State, or local

laws, regulations, standards, or ordinances related to the collection, recycling, or other management of CEDs;

(2) conviction in this State or another state of any

crime which is a felony under the laws of this State, or conviction of a felony in a federal court; or conviction in this State or another state or federal court of any of the following crimes: forgery, official misconduct, bribery, perjury, or knowingly submitting false information under any environmental law, regulation, or permit term or condition; or

(3) gross carelessness or incompetence in handling,

storing, processing, transporting, disposing, or otherwise managing CEDs.

(b) The Agency shall post on the Agency's website a list of all registered recyclers.

(c) Beginning in program year 2019, no person may act as a recycler of CEDs from covered entities for a manufacturer's e-waste program unless the recycler is registered with the Agency as required under this Section.

(d) Beginning in program year 2019, recyclers must, as a part of their annual registration, certify compliance with all of the following requirements:

(1) Recyclers must comply with federal, State, and

local laws and regulations, including federal and State minimum wage laws, specifically relevant to the handling, processing, and recycling of CEDs from covered entities and must have proper authorization by all appropriate governing authorities to perform the handling, processing, and recycling.

(2) Recyclers must implement the appropriate measures

to safeguard occupational and environmental health and safety, through the following:

(A) environmental health and safety training of

personnel, including training with regard to material and equipment handling, worker exposure, controlling releases, and safety and emergency procedures;

(B) an up-to-date, written plan for the identification and management of hazardous materials; and

(C) an up-to-date, written plan for reporting and

responding to exceptional pollutant releases, including emergencies such as accidents, spills, fires, and explosions.

(3) Recyclers must maintain (i) commercial general

liability insurance or the equivalent corporate guarantee for accidents and other emergencies with limits of not less than \$1,000,000 per occurrence and \$1,000,000 aggregate and (ii) pollution legal liability insurance with limits not less than \$1,000,000 per occurrence for companies engaged solely in the dismantling activities and \$5,000,000 per occurrence for companies engaged in recycling.

(4) Recyclers must maintain on file documentation

that demonstrates the completion of an environmental health and safety audit completed and certified by a competent internal and external auditor annually. A competent auditor is an individual who, through professional training or work experience, is appropriately qualified to evaluate the environmental health and safety conditions, practices, and procedures of the facility. Documentation of auditors' qualifications must be available for inspection by Agency officials and third-party auditors.

(5) Recyclers must maintain on file proof of workers'

compensation and employers' liability insurance.

(6) Recyclers must provide adequate assurance, such

as bonds or corporate guarantees, to cover environmental and other costs of the closure of

the recycler's facility, including cleanup of stockpiled equipment and materials.

(7) Recyclers must apply due diligence principles to

the selection of facilities to which components and materials, such as plastics, metals, and circuit boards, from CEDs from covered entities are sent for reuse and recycling.

(8) Recyclers must establish a documented environmental management system that is appropriate in level of detail and documentation to the scale and function of the facility, including documented regular self-audits or inspections of the recycler's environmental compliance at the facility.

(9) Recyclers must use the appropriate equipment for

the proper processing of incoming materials as well as controlling environmental releases to the environment. The dismantling operations and storage of CED components from covered entities that contain hazardous substances must be conducted indoors and over impervious floors. Storage areas must be adequate to hold all processed and unprocessed inventory. When heat is used to soften solder and when CED components from covered entities are shredded, operations must be designed to control indoor and outdoor hazardous air emissions.

(10) Recyclers must establish a system for identifying and properly managing components, such as circuit boards, batteries, cathode-ray tubes, and mercury phosphor lamps, that are removed from CEDs from covered entities during disassembly. Recyclers must properly manage all hazardous and other components requiring special handling from CEDs from covered entities consistent with federal, State, and local laws and regulations. Recyclers must provide visible tracking, such as hazardous waste manifests or bills of lading, of hazardous components and materials from the facility to the destination facilities and documentation, such as contracts, stating how the destination facility processes the materials received. No recycler may send, either directly or through intermediaries, hazardous wastes to solid non-hazardous waste landfills or to non-hazardous waste incinerators for disposal or energy recovery. For the purpose of these guidelines, smelting of hazardous

wastes to recover metals for reuse in conformance with all applicable laws and regulations is not considered disposal or energy recovery.

(11) Recyclers must use a regularly implemented and

documented monitoring and record-keeping program that tracks for CEDs from covered entities total inbound material weights and total subsequent outbound weights to each destination, injury and illness rates, and compliance with applicable permit parameters including monitoring of effluents and emissions. Recyclers must maintain contracts or other documents, such as sales receipts, suitable to demonstrate: (i) the reasonable expectation that there is a downstream market or uses for designated electronics, which may include recycling or reclamation processes such as smelting to recover metals for reuse; and (ii) that any residuals from recycling or reclamation processes, or both, are properly handled and managed to maximize reuse and recycling of materials to the extent practical.

(12) Recyclers must employ industry-accepted procedures for the destruction or sanitization of data on hard drives and other data storage devices. Acceptable guidelines for the destruction or sanitization of data are contained in the National Institute of Standards and Technology's Guidelines for Media Sanitation or those guidelines certified by the National Association for Information Destruction.

(13) No recycler may employ prison labor in any operation related to the collection, transportation, and recycling of CEDs. No recycler may employ any third party that uses or subcontracts for the use of prison labor.

(e) Each recycler shall, during each calendar year, transport from each site that the recycler uses to manage CEDs from covered entities not less than 75% of the total weight of CEDs from covered entities present at the site during the preceding calendar year. Each recycler shall maintain on-site records that demonstrate compliance with this requirement and shall make those records available to the Agency for inspection and copying.

(f) Nothing in this Act shall prevent a person from acting as a recycler independently of a

manufacturer e-waste program.

(Source: P.A. 104-274, eff. 1-1-26.)

(415 ILCS 151/1-45)

(Section scheduled to be repealed on December 31, 2031)

Sec. 1-45. Collector responsibilities.

(a) By January 1, 2019, and by January 1 of each year thereafter for that program year, beginning with program year 2019, a person acting as a collector under a manufacturer e-waste program shall register with the Agency by completing and submitting to the Agency the registration form prescribed by the Agency. The registration form prescribed by the Agency must include, without limitation, the address of each location at which the collector accepts CEDs from covered entities.

(a-5) The Agency may deny a registration under this Section if the collector or any employee or officer of the collector has a history of:

(1) repeated violations of federal, State, or local laws, regulations, standards, or ordinances related to the collection, recycling, or other management of CEDs;

(2) conviction in this State or another state of any crime which is a felony under the laws of this State, or conviction of a felony in a federal court; or conviction in this State or another state or federal court of any of the following crimes: forgery, official misconduct, bribery, perjury, or knowingly submitting false information under any environmental law, regulation, or permit term or condition; or

(3) gross carelessness or incompetence in handling, storing, processing, transporting, disposing, or otherwise managing CEDs.

(b) The Agency shall post on the Agency's website a list of all registered collectors.

(c) Manufacturers and recyclers acting as collectors shall so indicate on their registration under Section 1-30 or 1-40 of this Act.

(d) By March 1, 2020 and every March 1 thereafter, each collector that operates a program collection site or one-day collection event shall report, to the Agency and to the manufacturer e-waste program, the total weight, by CED category, of CEDs from

covered entities transported from the program collection site or one-day collection event during the previous program year.

(e) Each collector that operates a program collection site or one-day event shall ensure that the collected CEDs from covered entities are sorted and loaded in compliance with local, State, and federal law. In addition, at a minimum, the collector shall also comply with the following requirements:

(1) CEDs from covered entities must be accepted at the program collection site or one-day collection event unless otherwise provided in this Act;

(2) CEDs from covered entities shall be kept separate from other material and shall be:

(A) packaged in a manner to prevent breakage; and

(B) loaded onto pallets and secured with plastic wrap or in pallet-sized bulk containers prior to shipping; and

(C) on average per collection site 18,000 pounds per shipment, and if not then the recycler may charge the collector a prorated charge on the shortfall in weight, not to exceed \$600, unless the total collection weight from a one-day collection is less than 18,000 pounds, for which the recycler shall not charge the collector for any shortfall from a minimum of two one-day collection events per program year, with the waiver of the shortfall for any additional events to be made at the sole discretion of the recycler;

(3) CEDs from covered entities shall be sorted into the following categories:

(A) computer monitors and televisions containing a cathode-ray tube, other than televisions with wooden exteriors;

(B) computer monitors and televisions containing a flat panel screen;

(C) all covered televisions that are CEDs from covered entities;

- (D) computers;
- (E) all other CEDs from covered entities; and
- (F) any electronic device that is not part of

the

manufacturer program that the collector has arranged to have picked up with CEDs from covered entities and for which a financial arrangement has been made to cover the recycling costs outside of the manufacturer program;

(4) containers holding the CEDs must be structurally

sound for transportation; and

(5) each shipment of CEDs from covered entities from

a program collection site or one-day collection event shall include a collector-prepared bill of lading or similar manifest, which describes the origin of the shipment and the number of pallets or bulk containers of CEDs from covered entities in the shipment.

(f) Except as provided in subsection (g) of this Section, each collector that operates a program collection site or one-day collection event during a program year shall accept all CEDs from covered entities that are delivered to the program collection site or one-day collection event during the program year.

(g) No collector that operates a program collection site or one-day collection event shall:

(1) accept, at the program collection site or one-day

collection event, more than 7 CEDs from covered entities from an individual at any one time;

(2) scrap, salvage, dismantle, or otherwise disassemble any CED from a covered entity collected at a program collection site or one-day collection event;

(3) deliver to a manufacturer e-waste program, through its recycler, any CED other than a CED from a covered entity collected at a program collection site or one-day collection event; or

(4) deliver to a person other than the manufacturer

e-waste program or its recycler, a CED from a covered entity collected at a program collection site or one-day collection event.

(h) Beginning in program year 2019, registered collectors participating in county supervised collection programs may collect a fee for each

desktop computer monitor or television accepted for recycling to cover costs for collection and preparation for bulk shipment or to cover costs associated with the requirements of subsection (e) of Section 1-45.

(i) Nothing in this Act shall prevent a person from acting as a collector independently of a manufacturer e-waste program.

(Source: P.A. 104-274, eff. 1-1-26.)

(415 ILCS 151/1-50)

(Section scheduled to be repealed on December 31, 2031)

Sec. 1-50. Penalties.

(a) Except as otherwise provided in this Act, any person who violates any provision of this Act is liable for a civil penalty of \$7,000 per violation, provided that the penalty for failure to register or pay a fee under this Act shall be double the applicable registration fee.

(b) The penalties provided for in this Section may be recovered in a civil action brought in the name of the people of the State of Illinois by the State's Attorney of the county in which the violation occurred or by the Attorney General. Any penalties collected under this Section in an action in which the Attorney General has prevailed shall be deposited in the Environmental Protection Trust Fund, to be used in accordance with the provisions of the Environmental Protection Trust Fund Act.

(c) The Attorney General or the State's Attorney of a county in which a violation occurs may institute a civil action for an injunction, prohibitory or mandatory, to restrain violations of this Act or to require such actions as may be necessary to address violations of this Act.

(d) A fine imposed by administrative citation pursuant to Section 1-55 of this Act shall be \$1,000 per violation, plus any hearing costs incurred by the Illinois Pollution Control Board and the Agency. Such fines shall be made payable to the Environmental Protection Trust Fund to be used in accordance with the Environmental Protection Trust Fund Act.

(e) The penalties and injunctions provided in this Act are in addition to any penalties, injunctions, or other relief provided under any other law. Nothing in this Act bars a cause of action by the State for any other penalty, injunction, or other

relief provided by any other law.

(f) A knowing violation of subsections (a), (b), or (c) of Section 1-83 of this Act by anyone other than a residential consumer is a petty offense punishable by a fine of \$500. A knowing violation of subsections (a), (b), or (c) of Section 1-83 by a residential consumer is a petty offense punishable by a fine of \$25 for a first violation; however, a subsequent violation by a residential consumer is a petty offense punishable by a fine of \$50.

(g) Any person who knowingly makes a false, fictitious, or fraudulent material statement, orally or in writing, to the Agency, related to or required by this Act or any rule adopted under this Act commits a Class 4 felony, and each such statement or writing shall be considered a separate Class 4 felony. A person who, after being convicted under this subsection (g), violates this subsection (g) a second or subsequent time, commits a Class 3 felony. (Source: P.A. 100-362, eff. 8-25-17; 100-433, eff. 8-25-17.)

(415 ILCS 151/1-55)

(Section scheduled to be repealed on December 31, 2031)

Sec. 1-55. Administrative citations.

(a) Any violation of a registration requirement in Sections 1-30, 1-40, or 1-45 of this Act, any violation of the reporting requirement in paragraph (4) of subsection (b) of Section 1-10 of this Act, and any violation of a plan submission requirement in Section 1-25 of this Act shall be enforceable by administrative citation issued by the Agency. Whenever Agency personnel shall, on the basis of direct observation, determine that any person has violated any of those provisions, the Agency may issue and serve, within 60 days after the observed violation, an administrative citation upon that person. Each citation shall be served upon the person named or the person's authorized agent for service of process and shall include the following:

(1) a statement specifying the provisions of this Act

that the person has violated;

(2) the penalty imposed under subsection (d) of Section 1-50 of this Act for that violation; and

(3) an affidavit by the personnel observing the violation, attesting to their material actions and observations.

(b) If the person named in the administrative citation fails to petition the Illinois Pollution Control Board for review within 35 days after the date of service, then the Board shall adopt a final order, which shall include the administrative citation and findings of violation as alleged in the citation and shall impose the penalty specified in subsection (d) of Section 1-50 of this Act.

(c) If a petition for review is filed with the Board to contest an administrative citation issued under this Section, then the Agency shall appear as a complainant at a hearing before the Board to be conducted pursuant to subsection (d) of this Section at a time not less than 21 days after notice of the hearing has been sent by the Board to the Agency and the person named in the citation. In those hearings, the burden of proof shall be on the Agency. If, based on the record, the Board finds that the alleged violation occurred, then the Board shall adopt a final order, which shall include the administrative citation and findings of violation as alleged in the citation, and shall impose the penalty specified in subsection (d) of Section 1-50 of this Act. However, if the Board finds that the person appealing the citation has shown that the violation resulted from uncontrollable circumstances, then the Board shall adopt a final order that makes no finding of violation and imposes no penalty.

(d) All hearings under this Section shall be held before a qualified hearing officer, who may be attended by one or more members of the Board, designated by the Chairman. All of these hearings shall be open to the public, and any person may submit written statements to the Board in connection with the subject of these hearings. In addition, the Board may permit any person to offer oral testimony. Any party to a hearing under this Section may be represented by counsel, make oral or written argument, offer testimony, cross-examine witnesses, or take any combination of those actions. All testimony taken before the Board shall be recorded stenographically. The transcript so recorded and any additional matter accepted for the record shall be open to public inspection, and copies of those materials shall be made available to any person upon payment of the actual cost of reproducing the original.

(Source: P.A. 100-362, eff. 8-25-17; 100-433, eff. 8-25-17.)

(415 ILCS 151/1-60)

Sec. 1-60. (Repealed).

(Source: P.A. 100-433, eff. 8-25-17. Repealed by P.A. 100-362, eff. 8-25-17.)

(415 ILCS 151/1-65)

(Section scheduled to be repealed on December 31, 2031)

Sec. 1-65. Relation to other State laws. Nothing in this Act affects the validity or application of any other law of this State, or regulations adopted thereunder.

(Source: P.A. 100-433, eff. 8-25-17.)

(415 ILCS 151/1-75)

(Section scheduled to be repealed on December 31, 2031)

Sec. 1-75. CRT retrievable storage. In order to further the policy of the State to reduce the environmental and economic impacts of transporting and managing cathode-ray tube (CRT) glass, and to support (i) the beneficial use of CRTs in accordance with beneficial use determinations issued by the Agency under Section 22.54 of the Environmental Protection Act and (ii) the storage of CRTs in retrievable storage cells at locations within the State for future recovery; for the purpose of this Act, a CRT shall be considered to be recycled if:

(1) all recyclable components are removed from the

device; and

(2) the glass from the device is either:

(A) beneficially reused in accordance with a beneficial use determination issued under Section 22.54 of the Environmental Protection Act; or

(B) placed in a storage cell, in a manner that allows it to be retrieved in the future, at a waste disposal site that is permitted to accept the glass.

(Source: P.A. 100-433, eff. 8-25-17.)

(415 ILCS 151/1-80)

(Section scheduled to be repealed on December 31, 2031)

Sec. 1-80. Collection of CEDs outside of the

manufacturer e-waste program.

(a) Nothing in this Act prohibits a waste hauler from entering into a contractual agreement with a unit of local government to establish a collection program for the recycling or reuse of CEDs, including services such as curbside collection, home pick-up, drop-off locations, or similar methods of collection.

(b) Nothing in this Act shall prohibit a person from establishing an e-waste program independently of a manufacturer e-waste program.

(Source: P.A. 100-433, eff. 8-25-17.)

(415 ILCS 151/1-83)

(Section scheduled to be repealed on December 31, 2031)

Sec. 1-83. Landfill ban.

(a) Beginning January 1, 2019, no person may knowingly cause or allow the mixing of a CED, or any other computer, computer monitor, printer, television, electronic keyboard, facsimile machine, videocassette recorder, portable digital music player, digital video disc player, video game console, electronic mouse, scanner, digital converter box, cable receiver, satellite receiver, digital video disc recorder, or small-scale server with municipal waste that is intended for disposal at a landfill.

(b) Beginning January 1, 2019, no person may knowingly cause or allow the disposal of a CED or any other computer, computer monitor, printer, television, electronic keyboard, facsimile machine, videocassette recorder, portable digital music player, digital video disc player, video game console, electronic mouse, scanner, digital converter box, cable receiver, satellite receiver, digital video disc recorder, or small-scale server in a sanitary landfill.

(c) Beginning January 1, 2019, no person may knowingly cause or allow the mixing of a CED, or any other computer, computer monitor, printer, television, electronic keyboard, facsimile machine, videocassette recorder, portable digital music player, digital video disc player, video game console, electronic mouse, scanner, digital converter box, cable receiver, satellite receiver, digital video disc recorder, or small-scale server with waste that is intended for disposal by burning or incineration.

(d) Beginning January 1, 2019, no person may knowingly cause or allow the burning or incineration of a CED, or any other computer, computer monitor, printer, television, electronic keyboard, facsimile machine, videocassette recorder, portable digital music player, digital video disc player, video game console, electronic mouse, scanner, digital converter box, cable receiver, satellite receiver, digital video disc recorder, or small-scale server. (Source: P.A. 100-433, eff. 8-25-17.)

(415 ILCS 151/1-84)

Sec. 1-84. (Repealed).

(Source: P.A. 100-362, eff. 8-25-17. Repealed by P.A. 100-592, eff. 6-22-18.)

(415 ILCS 151/1-84.5)

(Section scheduled to be repealed on December 31, 2031)

Sec. 1-84.5. Manufacturer clearinghouse; allocation of financial responsibility for the transportation and recycling of covered electronic devices.

(a) As used in this Section, unless the context otherwise requires:

"Adjusted total proportional responsibility" means the percentage calculated for each participating manufacturer for a program year under subsection (f) of this Section.

"Market share" means the percentage that results from dividing:

(1) the product of the total weight reported for a

CED category by a manufacturer, for the calendar year 2 years before the applicable program year, under paragraph (2) of subsection (a) of Section 1-30 of this Act, multiplied by the population adjustment factor for that year; by

(2) the product of the total weight reported for that

CED category by all manufacturers, for the calendar year 2 years before the applicable program year, under paragraph (2) of subsection (a) of Section 1-30 of this Act, multiplied by the population adjustment factor for that year.

"Participating manufacturer" means a manufacturer that a manufacturer clearinghouse has listed, pursuant to subsection (c) of this Section, as a

participant in the manufacturer clearinghouse for a program year.

"Population adjustment factor" means the percentage that results when (i) the population of Illinois, as reported in the most recent federal decennial census, is divided by (ii) the population of the United States, as reported in the most recent federal decennial census.

"Return share" means the percentage, by weight, of each CED category that is returned to the program collection sites and one-day collection events operated by or on behalf of either a manufacturer clearinghouse or one or more of its participating manufacturers during the calendar year 2 years before the applicable program year, as reported to the Agency under Section 1-10 of this Act; except that, for program year 2019 and program year 2020, "return share" means the percentage, by weight, of each CED category that is estimated by the manufacturer clearinghouse to be returned to those sites and events during the applicable program year, as reported to the Agency under subsection (b) of this Section.

"Unadjusted total proportional responsibility" means the percentage calculated for each participating manufacturer under subsection (e) of this Section.

(b) By March 1, 2018, each manufacturer clearinghouse shall provide the Agency with a statement of the return share for each CED category for program year 2019, and by March 1, 2019, each manufacturer clearinghouse shall provide the Agency with a statement of the return share for each CED category for program year 2020.

(c) If a manufacturer clearinghouse submits to the Agency a manufacturer e-waste program plan under Section 1-25 of this Act, then the manufacturer clearinghouse shall include in the plan a list of manufacturers that have agreed to participate in the manufacturer clearinghouse for the upcoming program year.

(d) By November 1, 2018, and each November 1 thereafter, the Agency shall provide each manufacturer clearinghouse with a statement of the unadjusted total proportional responsibility and adjusted total proportional responsibility of each of its participating manufacturers for the upcoming program year.

(e) For each program year, the Agency shall calculate the unadjusted total proportional

responsibility of each participating manufacturer as follows:

(1) For each CED category, the Agency shall multiply

(i) the participating manufacturer's market share for the CED category by (ii) the return share for the CED category, to arrive at the category-specific proportional responsibility of the participating manufacturer for the CED category.

(2) The Agency shall then, for each participating

manufacturer, sum the category-specific proportional responsibilities of the participating manufacturer calculated under paragraph (1), to arrive at the participating manufacturer's unadjusted total proportional responsibility.

(f) If the sum of all unadjusted total proportional responsibilities of a manufacturer clearinghouse's participating manufacturers for a program year accounts for less than 100% of the return share for that year, then the Agency shall divide the unallocated return share among participating manufacturers in proportion to their unadjusted total proportional responsibilities, to arrive at the adjusted total proportional responsibility for each participating manufacturer.

(g) A manufacturer may use retail or private network collection sites to satisfy some or all of the manufacturer's responsibilities, including, but not limited to, the manufacturer's transportation and recycling of collected CEDs from covered entities pursuant to any allocation methodology established under this Act. Nothing in this Act shall prevent a manufacturer from using retail or private network collection sites to satisfy any percentage of the manufacturer's total responsibilities, including, but not limited to, the manufacturer's transportation and recycling of collected CEDs from covered entities pursuant to any allocation methodology established under this Act or by administrative rule.

(Source: P.A. 104-274, eff. 1-1-26.)

(415 ILCS 151/1-85)

(Section scheduled to be repealed on December 31, 2031)

Sec. 1-85. Advisory Electronics Recycling Task

Force.

(a) There is hereby created an Advisory Electronics Recycling Task Force, which shall consist of the following 10 members, to be appointed by the Director of the Agency:

(1) two individuals who are representatives of county

recycling programs;

(2) two individuals who are representatives of recycling companies;

(3) two individuals who are representatives from the manufacturing industry;

(4) one individual who is a representative of a statewide trade association representing retailers;

(5) one individual who is a representative of a statewide trade association representing manufacturers;

(6) one individual who is a one representative of a

statewide trade association representing waste disposal companies; and

(7) one individual who is a representative of a national trade association representing manufacturers.

Members of the Task Force shall be appointed as soon as practicable after the effective date of this amendatory Act of the 100th General Assembly, shall serve for 2-year terms, and may be reappointed. Vacancies shall be filled by the Director of the Agency for the remainder of the current term. Members shall serve voluntarily and without compensation.

Members shall elect from their number a chairperson, who shall also serve a 2-year term. The Task Force shall meet initially at the call of the Director of the Agency and thereafter at the call of the chairperson. A simple majority of the members of the Task Force shall constitute a quorum for the transaction of business, and all actions and recommendations of the Task Force must be approved by a simple majority of its members.

(b) By November 1, 2018, and each November 1 thereafter, the Task Force shall submit, to the Agency for posting on the Agency's website, a list of agreed-to best practices to be used at program collection sites and one-day collection events in the following program year. By November 1, 2026, and each November 1 thereafter, the Task Force shall

submit, to the Agency for posting on the Agency's website, agreed-to best practices for a county, municipal joint action agency, or municipality to elect to participate in a manufacturer e-waste program and best practices for education and awareness of covered entities. When establishing best practices, the Task Force shall consider the desired intent to preserve existing collection programs and relationships when possible.

(b-5) The Task Force shall receive program updates from the Agency and e-waste manufacturer program no less frequently than at each meeting of the Task Force. The Task Force may discuss and provide program feedback at the option of the Task Force or upon request of the Agency or e-waste manufacturer program.

(c) The Agency shall provide the Task Force with administrative support as necessary.

(Source: P.A. 104-274, eff. 1-1-26.)

(415 ILCS 151/1-86)

(Section scheduled to be repealed on December 31, 2031)

Sec. 1-86. Public reporting. Each year, the Agency shall post on its website the information it receives pursuant to subdivision (b)(4) of Section 1-10 showing the amounts of CEDs from covered entities being collected and recycled in each county in each program year. The Agency shall notify the General Assembly of the availability of this information.

(Source: P.A. 104-274, eff. 1-1-26.)

(415 ILCS 151/1-87)

(Section scheduled to be repealed on December 31, 2031)

Sec. 1-87. Antitrust. A manufacturer or manufacturer clearinghouse acting in accordance with the provisions of this Act may negotiate, enter into contracts with, or conduct business with each other and with any other entity developing, implementing, operating, participating in, or performing any other activities directly related to a manufacturer e-waste program approved pursuant to this Act, and the manufacturer, manufacturer clearinghouse, and any entity developing, implementing, operating, participating in, or performing any other activities related to a manufacturer e-waste program approved

pursuant to this Act are not subject to damages, liability, or scrutiny under federal antitrust law or the Illinois Antitrust Act, regardless of the effects of their actions on competition. The supervisory activities described in this Act are sufficient to confirm that activities of the manufacturers, manufacturer clearinghouse, and any entity developing, implementing, operating, participating in, or performing any other activities related to a manufacturer e-waste program that is approved pursuant to Section 1-25 are authorized and actively supervised by the State.

(Source: P.A. 100-592, eff. 6-22-18.)

(415 ILCS 151/1-90)

(Section scheduled to be repealed on December 31, 2031)

Sec. 1-90. Repeal. This Article is repealed on December 31, 2031.

(Source: P.A. 104-274, eff. 1-1-26.)

(415 ILCS 151/1-91)

(Section scheduled to be repealed on December 31, 2031)

Sec. 1-91. Education and consumer awareness requirements. A manufacturer clearinghouse must carry out education and consumer awareness activities in support of plan implementation including, but not limited to:

(1) the development and maintenance of a program website;

(2) the development and posting on the program website of educational materials that provide consumers with awareness of the program and the restriction on the disposal of CEDS in Section 1-83, with educational materials provided in digital or printable formats suitable for distribution at retailers, at collection sites, on websites, on social media, or through other relevant platforms that are accessible for use by persons including, but not limited to, manufacturers, retailers, government agencies, waste and recycling collectors, and nonprofit organizations;

(3) the posting on the program website of all program

collection sites, one-day collection events, retail collection sites, and private network

collection sites, including the county served by each, for each program year as specified in the e-waste program plan required in Section 1-25; and

(4) the posting on the program website of the annual

program report required in Section 1-10(b)(4)

following submittal of the report to the Agency.

(Source: P.A. 104-274, eff. 1-1-26.)

# **Public Works Committee**



# Resolution Executive Summary

**Prepared By:** Winnebago County Highway Department

**Committee:** Public Works Committee

**Committee Date:** Tuesday, February 17, 2026

**Resolution Title:**

**(26-009)** Resolution Declaring Some Highway Department Equipment as Surplus and Authorizing Sale

**Board Meeting Date:** Thursday, February 26, 2026

**Budget Information:**

<b>Was item budgeted</b>	N/A	<b>Appropriation Amount:</b> \$ N/A
<b>If not, explain funding source:</b>		
<b>ORG/OBJ/Project Code:</b> N/A <b>Budget Impact:</b> Revenue to County Highway Fund		

**Background Information:**

Once or twice per year we do this to dispose of surplus vehicles/equipment. Per County's purchasing ordinance, the County Board has to authorize the disposal of said surplus equipment, which may be obsolete or no longer needed for public use. Some of this equipment, like the plow trucks, are being replaced by new ones as part of a replacement plan.

The equipment is usually sold via auction and proceeds will be deposited into the County Highway fund (461). This is coordinated with the Purchasing Department.

**Recommendation:**

Staff recommends approval.

**Contract/Agreement:**

N/A

**Legal Review:**

By the State Attorney's office.

**Follow-Up:**

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

**26-XXX**

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

**RESOLUTION DECLARING SOME HIGHWAY DEPARTMENT EQUIPMENT AS  
SURPLUS AND AUTHORIZING SALE**

**WHEREAS**, the Winnebago County Highway Department has determined that the equipment identified in attached Exhibit 1 is not needed; and

**WHEREAS**, in accordance with Winnebago County's Purchasing Ordinance, Section 2-364, Surplus and Obsolete Supplies, before any piece of equipment can be sold, transferred or disposed of, it must be declared as surplus, since it exceeds the reasonably foreseeable needs of the county or no longer has any use to the county; and

**NOW THEREFORE, BE IT RESOLVED** by the County Board of the County of Winnebago, Illinois, that the equipment listed in the attached Exhibit 1 is declared as surplus and not required for public use and that the Winnebago County Director of Purchasing is hereby authorized to transfer, sell or dispose of the above cited equipment, pursuant to the Winnebago County Code; and

**BE IT FURTHER RESOLVED** that the Winnebago County Engineer and the Director of Purchasing are authorized to negotiate a sale and sell such surplus vehicles and equipment to any agency willing to purchase the vehicles and equipment; and

**BE IT FURTHER RESOLVED** that the Preamble of this Resolution is hereby adopted as if fully set forth herein; and

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

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

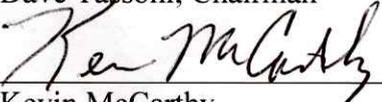
**Respectfully submitted  
PUBLIC WORKS COMMITTEE**

**AGREE**

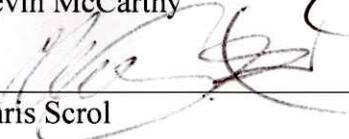
**DISAGREE**

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

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

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

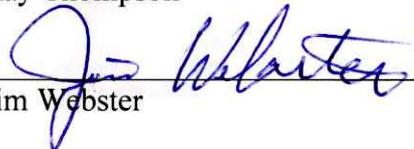
\_\_\_\_\_  
Kevin McCarthy

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

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

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

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

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

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

The above and foregoing Resolution was adopted by the County Board of the County of Winnebago, Illinois this \_\_\_\_ day of \_\_\_\_\_, 2026.

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

ATTEST:

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

Surplus and Obsolete Equipment

February 26, 2026

- 1) 244 – 2016 Peterbilt 348 Plow Truck
- 2) 245 – 2016 Peterbilt 348 Plow Truck
- 3) 247 – 2016 Peterbilt 348 Plow Truck
- 4) SKB3 – 2015 Skid Loader Broom



# Resolution Executive Summary

**Prepared By:** Winnebago County Highway Department

**Committee:** Public Works Committee

**Committee Date:** Tuesday, February 17, 2026

**Resolution Title:**

**(26-010)** Resolution Authorizing the Award of Bid for Harrison Avenue Resurfacing  
(Section: 26-00000-02-GM)

**Board Meeting Date:** Thursday, February 26, 2026

**Budget Information:**

<b>Was item budgeted</b>	Yes	<b>Appropriation Amount:</b> \$ 863,117.65
<b>If not, explain funding source:</b>		
<b>ORG/OBJ/Project Code:</b>	464-46330	<b>Budget Impact:</b> \$ 863,117.65

**Background Information:**

This is the 2<sup>nd</sup> phase of the project we started last year when full depth patches were completed for this section of Harrison Avenue. This improvement includes surface milling, installation of interlayer fabric, resurfacing and high visibility pavement markings.

**Recommendation:**

Staff recommends approval.

**Contract/Agreement:**

After approval by the County Board

**Legal Review:**

By the State Attorney's office.

**Follow-Up:**

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

**26-CR-XXX**

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

**RESOLUTION AUTHORIZING THE AWARD OF BID FOR  
HARRISON AVENUE RESURFACING  
(SECTION: 26-00000-02-GM)**

**WHEREAS**, the County of Winnebago has planned to resurface Harrison Avenue from just East of Mulford Road to ¼ mile West of Perryville Road; and

**WHEREAS**, in connection with said project, two (2) bids were received as shown on the attached bid tab at the Winnebago County Highway Department on February 3, 2026, for Section 26-00000-02-GM with the low bid being from Rock Road Companies, Inc. in the amount of \$863,117.65; and

**WHEREAS**, it would be in the public interest to award this project to the low bidder Rock Road Companies, Inc. in the amount of \$863,117.65.

**NOW THEREFORE BE IT RESOLVED** by the County Board of the County of Winnebago, Illinois that the low bid received on February 3, 2026 for Section 26-00000-02-GM from Rock Road Companies, Inc. in the amount of \$863,117.65 is hereby awarded, and that the County Board Chairman is authorized to execute on behalf of the County of Winnebago a contract with Rock Road Companies, Inc. for the above noted work; and

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

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

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

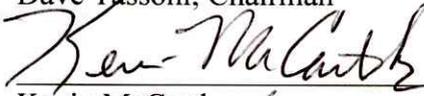
AGREE

DISAGREE



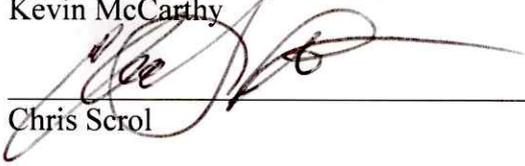
\_\_\_\_\_  
Dave Tassoni, Chairman

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



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

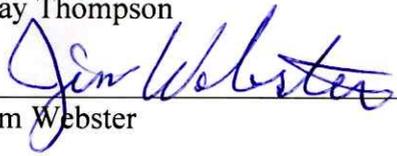
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Kevin McCarthy

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

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Chris Scrol

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

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

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

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

The above and foregoing Resolution was adopted by the County Board of the County of Winnebago, Illinois this \_\_\_\_ day of \_\_\_\_\_, 2026.

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

ATTEST:

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



**Illinois Department of Transportation**

**Harrison Avenue Resurfacing  
Tabulation of Bids**

Local Public Agency: COUNTY  
 County: WINNEBAGO  
 Section: 26-00000-02-GM  
 Estimate:  
 Date: 2/3/2026  
 Time: 10:00 AM  
 Appropriation: MFT

Item No.	Item	Unit	Quantity	Approved Engineer's Estimate		Proposal Guarantee Terms:		Name of Bidder	Address of Bidder	Bid Bond		Bid Bond		Bid Bond		Total
				Unit Price	Total	Unit Price	Total			Unit Price	Total	Unit Price	Total	Unit Price	Total	
40600290	BIT MATLS TACK CT	POUND	17,610.0					Everlast Blacktop	2560 Foxfield Rd suite 180							
40600370	LONG JOINT SEALANT	FT	8,602.5	\$	3.00	\$	25,807.50	Rock Road Companies, Inc.	P.O. Box 1818 Janesville, WI,	\$	3.30	\$	28,388.25			
40600372	LNG JNT SLNT HALF WD	FT	12,675.0	\$	1.86	\$	23,575.50	53547-1818	St. Charles, IL 60174	\$	1.97	\$	24,969.75			
40600900	HMA BC HM N50	TON	5.0	\$	235.64	\$	1,178.20			\$	400.00	\$	2,000.00			
40600982	HMA SURF REM BUTT JT	SY	378.0	\$	42.04	\$	15,891.12			\$	26.00	\$	9,828.00			
40600990	TEMPORARY RAMP	SY	85.0	\$	32.82	\$	2,789.70			\$	35.00	\$	2,975.00			
40602978	HMA BC IL-9.5 N50	TON	2,324.0	\$	85.00	\$	197,540.00			\$	95.50	\$	221,942.00			
40604060	HMA BC IL-9.5 D N50	TON	1,655.0	\$	85.00	\$	140,675.00			\$	100.00	\$	165,500.00			
40800050	INCIDENTAL HMA SURF	TON	55.0	\$	331.91	\$	18,255.05			\$	140.00	\$	7,700.00			
44000153	HMA SURF REM 1	SY	10,370.7	\$	2.09	\$	21,674.76			\$	1.23	\$	12,795.96			
44000161	HMA SURF REM 3	SY	19,188.0	\$	4.87	\$	93,445.56			\$	3.40	\$	65,239.20			
44201753	CL D PATCG T2 9	SY	100.0	\$	194.00	\$	19,400.00			\$	90.00	\$	9,000.00			
44201757	CL D PATCH T3 9	SY	100.0	\$	179.00	\$	17,900.00			\$	90.00	\$	9,000.00			
44201759	CL D PATCH T4 9	SY	100.0	\$	160.58	\$	16,058.00			\$	90.00	\$	9,000.00			
48102100	AGG WEDGE SHLD TYPE B	TON	300.0	\$	33.54	\$	10,062.00			\$	45.00	\$	13,500.00			
48203100	HMA SHOULDERS	TON	1,214.8	\$	85.00	\$	103,288.00			\$	117.00	\$	142,131.60			
67100100	MOBILIZATION	LSUM	1.0	\$	17,609.00	\$	17,609.00			\$	17,009.95	\$	17,009.95			
70103700	TRAF CONT COMPL	LSUM	1.0	\$	22,400.00	\$	22,400.00			\$	25,514.92	\$	25,514.92			
70300100	SHORT-TERM PAVT MKING	FT	300.0	\$	5.15	\$	1,545.00			\$	1.00	\$	300.00			
70300150	SHRT TRM PAVT MK REM	SF	100.0	\$	4.00	\$	400.00			\$	1.00	\$	100.00			
78000100	THPL PVT MKLTR & SYM	SF	156.0	\$	3.90	\$	608.40			\$	9.00	\$	1,404.00			
78000200	THPL PVT MK LINE 4	FT	8,300.0	\$	0.85	\$	7,055.00			\$	1.20	\$	9,960.00			
78000400	THPL PVT MK LINE 6	FT	6,500.0	\$	0.98	\$	6,370.00			\$	1.18	\$	7,670.00			
78000500	THPL PVT MK LINE 8	FT	2,200.0	\$	1.30	\$	2,860.00			\$	2.40	\$	5,280.00			
78000649	THPL PVT MK LINE 24	FT	60.0	\$	3.90	\$	234.00			\$	9.00	\$	540.00			
X4201650	PAVEMENT FABRIC SPL	SY	16,856.3	\$	5.01	\$	84,450.06			\$	6.00	\$	101,137.80			
<b>Total Bid:</b>				\$		\$	863,117.65			\$		\$	893,022.53			\$
<b>As Read:</b>				\$		\$	863,117.65			\$		\$	893,022.53			\$
<b>As Calculated:</b>				\$		\$	863,117.66			\$		\$	893,022.53			\$





# Resolution Executive Summary

**Prepared By:** Winnebago County Highway Department

**Committee:** Public Works Committee

**Committee Date:** Tuesday, February 17, 2026

**Resolution Title:**

**(26-011)** Resolution Authorizing the Award of Bid for Roscoe Road Culvert Replacements (Section: 25-00752-00-BR)

**Board Meeting Date:** Thursday, February 26, 2026

**Budget Information:**

<b>Was item budgeted</b>	<b>Yes</b>	<b>Appropriation Amount:</b> \$ 280,385
<b>If not, explain funding source:</b>		
<b>ORG/OBJ/Project Code:</b> 462-46330		<b>Budget Impact:</b> \$ 280,385

**Background Information:**

The Highway Department plans to do road improvements (widening, resurfacing, multi-use path, Rehab of the bridge over the Rock River) on the Roscoe Rd corridor, from IL 2 to IL 251, starting in 2026 to 2028 and as part of the CIP. This award of bid is for replacing several culverts across Roscoe Road in anticipation of said projects.

**Recommendation:**

Staff recommends approval.

**Contract/Agreement:**

After approval by County Board

**Legal Review:**

By the State Attorney's office.

**Follow-Up:**

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

**26-CR-XXX**

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

**RESOLUTION AUTHORIZING THE AWARD OF BID FOR  
ROSCOE ROAD CULVERT REPLACEMENTS  
(SECTION: 25-00752-00-BR)**

**WHEREAS**, the County Highway Department plans to improve the Roscoe Road corridor, from IL Route 2 to the Rock River, within the next two years; and

**WHEREAS**, in preparation for said projects, deficient pipe culverts within the corridor limits mentioned above need to be replaced; and

**WHEREAS**, in connection with the pipe culvert replacements, four (4) bids were received, as shown on the attached bid tab, at the Winnebago County Highway Department on February 3, 2026 for Section 25-00752-00-BR with the low bid being from Northern Illinois Service Co. in the amount of \$280,385.00; and

**WHEREAS**, it would be in the public interest to award this project to the low bidder, Northern Illinois Service Co. in the amount of \$280,385.00.

**NOW THEREFORE BE IT RESOLVED** by the County Board of the County of Winnebago, Illinois that the low bid received on February 3, 2026 for Section 25-00752-00-BR from Northern Illinois Service Co. in the amount of \$280,385.00 is hereby awarded, and that the County Board Chairman is authorized to execute on behalf of the County of Winnebago a contract with Northern Illinois Service Co. for the above noted work; and

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

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

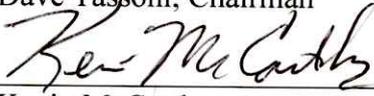
**Respectfully submitted  
PUBLIC WORKS COMMITTEE**

**AGREE**

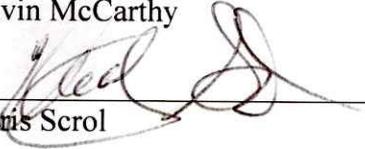
**DISAGREE**

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

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

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

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

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

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Chris Scrol

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Ray Thompson

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

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

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

The above and foregoing Resolution was adopted by the County Board of the County of Winnebago, Illinois this \_\_\_\_ day of \_\_\_\_\_, 2026.

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

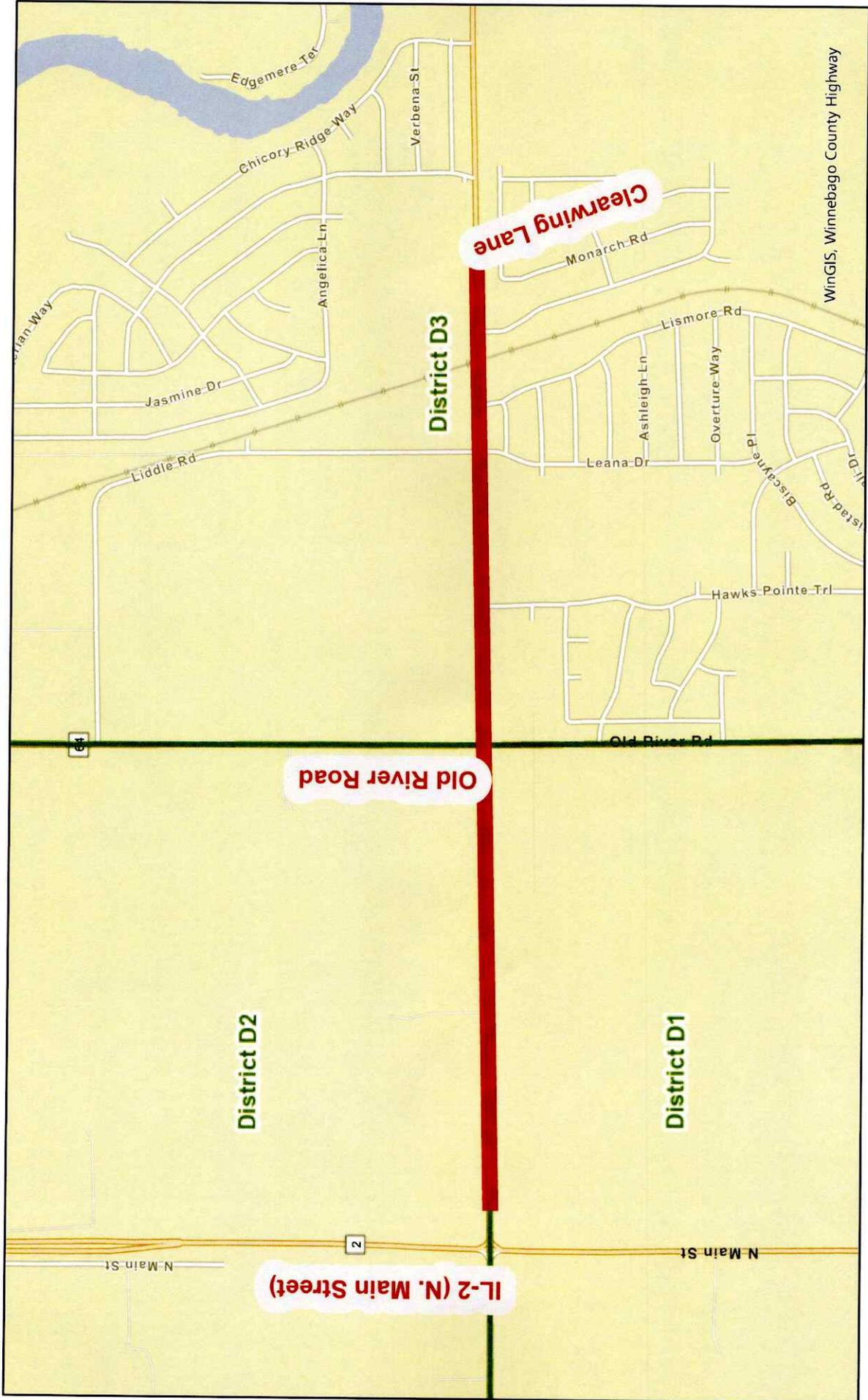
ATTEST:

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

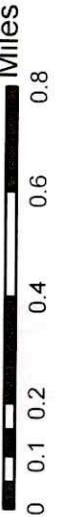


# PROJECT LOCATION MAP

Sec 25-00752-00-BR (Roscoe Road Pipe Culvert Replacements)



WINNEBAGO COUNTY  
— ILLINOIS —



WINNEBAGO  
COUNTY  
— ILLINOIS —

HIGHWAY  
DEPARTMENT



# Resolution Executive Summary

**Prepared By:** Winnebago County Highway Department

**Committee:** Public Works Committee

**Committee Date:** Tuesday, February 17, 2026

**Resolution Title:**

**(26-012)** Resolution Authorizing a Professional Engineering Services Agreement with ARC Design Resources Inc. for the Riverside Boulevard Shared Use Path  
(Section: 24-00733-00-BT)

**Board Meeting Date:** Thursday, February 26, 2026

**Budget Information:**

<b>Was item budgeted</b>	Yes (FY2026-27)	<b>Appropriation Amount:</b> \$ 118,150
<b>If not, explain funding source:</b>		
<b>ORG/OBJ/Project Code:</b> 462-46332	<b>Budget Impact:</b> \$118,150	

**Background Information:**

The Highway Department was allocated through R1 and under the Transportation Alternative Program (TAP), \$830,000 (federal funds) for construction of a multi-use path connecting the Perryville Path to Bell School Road. This agreement is for Phase 1 Engineering and right-of-way plats for said project. This project is the first phase to eventually extend the path across I-90 to Sports Core 2 on the East side of the interstate.

**Recommendation:**

Staff recommends approval.

**Contract/Agreement:**

After approval by County Board

**Legal Review:**

By the State Attorney's office.

**Follow-Up:**

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

**26-CR-XXX**

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

**RESOLUTION AUTHORIZING A PROFESSIONAL ENGINEERING SERVICES  
AGREEMENT WITH ARC DESIGN RESOURCES INC.  
FOR THE RIVERSIDE BOULEVARD SHARED USE PATH  
(SECTION: 24-00733-00-BT)**

**WHEREAS** the Winnebago County Highway Department has been allocated \$830,000 in federal funds under the Transportation Alternative Program (TAP), through the Region 1 Planning Council (R1PC), for a new multi-use path along Riverside Boulevard connecting the Perryville Path to Bell School Road; and

**WHEREAS**, Arc Design Resources, Inc. has agreed to provide Phase 1 Engineering and right-of-way plats for the aforementioned project at a not to exceed price of \$ 118,150 as set forth in the attached Local Public Agency Engineering Services Agreement (AGREEMENT); and

**WHEREAS** it would be in the public interest to enter into the attached AGREEMENT for the aforementioned engineering services.

**NOW THEREFORE, BE IT RESOLVED** by the County Board of the County of Winnebago, Illinois, that the Chairman of the County Board is hereby authorized to execute on behalf of the County of Winnebago the attached Local Public Agency Engineering Services Agreement with Arc Design Resources, Inc. at a not to exceed cost of \$118,150 in substantially the AGREEMENT attached hereto, under Section 24-00733-00-BT; and

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

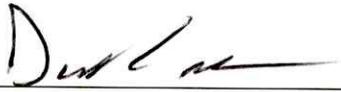
**BE IT FURTHER RESOLVED** that this Resolution shall be in full force and effect immediately upon its adoption; and

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

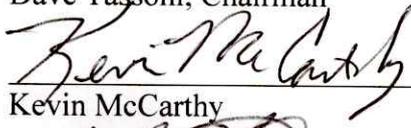
Respectfully submitted  
PUBLIC WORKS COMMITTEE

AGREE

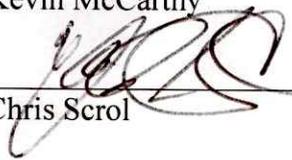
DISAGREE

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

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

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

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Kevin McCarthy

  
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Chris Scrol

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Chris Scrol

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Ray Thompson

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Ray Thompson

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

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

The above and foregoing Resolution was adopted by the County Board of the County of Winnebago, Illinois this \_\_\_\_ day of \_\_\_\_\_, 2026.

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

ATTEST:

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



Using Federal Funds?  Yes  No

Agreement For: **MFT PE** Agreement Type: **Original**

LOCAL PUBLIC AGENCY

Local Public Agency	County	Section Number	Job Number
Winnebago County	Winnebago	TBD	
Project Number	Contact Name	Phone Number	Email
	Carlos Molina	(815) 319-4000	cmolina@hwy.wincoil.gov

SECTION PROVISIONS

Local Street/Road Name	Key Route	Length	Structure Number
East Riverside Boulevard	County Highway 55	0.65 miles	
Location Termini			Add Location
Perryville Road to Bell School Road			Remove Location

Project Description

Preliminary engineering for TAP funded project to provide survey, right of way documents, project development report, and preliminary engineering plans for a new multi-use path along south side of Riverside Boulevard, beginning at North Perryville Road (Perryville Path) and continuing east to Bell School Road, with terminus approximately 500 feet south of Riverside where bike lanes begin on Bell School Road.

Engineering Funding  MFT/TBP  State  Other **Local**

Anticipated Construction Funding  Federal  MFT/TBP  State  Other

AGREEMENT FOR

Phase I - Preliminary Engineering  Phase II - Design Engineering

CONSULTANT

Prime Consultant (Firm) Name	Contact Name	Phone Number	Email
Arc Design Resources, Inc.	Jeffrey Linkenheld	(815) 484-4300	jlinkenheld@arcdesign.com
Address	City	State	Zip Code
5291 Zenith Parkway	Loves Park	IL	61111

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

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

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

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

**AGREEMENT EXHIBITS**

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

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

**I. THE ENGINEER AGREES,**

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

**II. THE LPA AGREES,**

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

shall be due and payable to the ENGINEER.

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

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

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

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

Method of Compensation:

Percent

Lump Sum \_\_\_\_\_ (Maximum Fee \$40,000) (For federal funds the lump sum shall be developed using Cost Plus Fixed Fee Formula).

Specific Rate \_\_\_\_\_ (Maximum Fee \$150,000)

Cost plus Fixed Fee: Fixed

Total Compensation = DL + DC + OH + FF

Where:

DL is the total Direct Labor,

DC is the total Direct Cost,

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

FF is the Fixed Fee.

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

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

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

III. IT IS MUTUALLY AGREED,

- 1. To maintain, for a minimum of 3 years after the completion of the contract, adequate books, records and supporting documents to verify the amount, recipients and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, records and supporting documents related to the contract shall be available for review and audit by the Auditor General, and the DEPARTMENT; the Federal Highways Administration (FHWA) or any authorized representative of the federal government, and to provide full access to all relevant materials. Failure to maintain the books, records and supporting documents required by this section shall establish a presumption in favor of the DEPARTMENT for the recovery of any funds paid by the DEPARTMENT under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.

- 2. That the ENGINEER shall be responsible for any all damages to property or persons out of an error, omission and/or negligent act in the prosecution of the ENGINEER's work and shall indemnify and save harmless the LPA, the DEPARTMENT, and their officers, agents and employees from all suits, claims, actions or damages liabilities, costs or damages of any nature whatsoever resulting there from. These indemnities shall not be limited by the listing of any insurance policy.

The LPA will notify the ENGINEER of any error or omission believed by the LPA to be caused by the negligence of the ENGINEER as soon as practicable after the discovery. The LPA reserves the right to take immediate action to remedy any error or omission if notification is not successful; if the ENGINEER fails to reply to a notification; or if the conditions created by the error or omission are in need of urgent correction to avoid accumulation of additional construction costs or damages to property and reasonable notice is not practicable.

- 3. This AGREEMENT may be terminated by the LPA upon giving notice in writing to the ENGINEER at the ENGINEER's last known post office address. Upon such termination, the ENGINEER shall cause to be delivered to the LPA all drawings, plats, surveys, reports, permits, agreements, soils and foundation analysis, provisions, specifications, partial and completed estimates and data, if any from soil survey and subsurface investigation with the understanding that all such materials becomes the property of the LPA. The LPA will be responsible for reimbursement of all eligible expenses incurred under the terms of this AGREEMENT up to the date of the written notice of termination.

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

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

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

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

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

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

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

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

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

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

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

**AGREEMENT SUMMARY**

Prime Consultant (Firm) Name	TIN/FEIN/SS Number	Agreement Amount
Arc Design Resources, Inc.	363868376	\$118,150.00
Subconsultants	TIN/FEIN/SS Number	Agreement Amount
Subconsultant Total		
Prime Consultant Total		\$118,150.00
Total for all work		\$118,150.00

**AGREEMENT SIGNATURES**

Executed by the LPA:

Attest: The  of

By (Signature & Date)

By (Signature & Date)

Local Public Agency  Local Public Agency Type  Clerk

Title

(SEAL)

Executed by the ENGINEER:

Attest:  Prime Consultant (Firm) Name

By (Signature & Date)

By (Signature & Date)

Title

Title

APPROVED:

Regional Engineer, Department of Transportation (Signature & Date)

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
Winnebago County	Arc Design Resources, Inc.	Winnebago	TBD

**EXHIBIT A  
SCOPE OF SERVICES**

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

Topographic survey from south edge of pavement of Perryville Road to approximately 40 feet south of curb line for proposed multi use path, including full intersection survey at Bell School Road for potential crossing upgrades. Topo survey to extend south approximately 500 feet on Bell School Road to tie in with existing bike lanes. Boundary survey along south side of Riverside to define right of way. Preparation of Right of way and easement plats along proposed path corridor. Phase 1 design plans including path design, ADA grading details, Plan and profile sheets, grading/profile design, full plan set for IDOT review, FHWA kickoff meeting if required, signal modifications at Bell School Road, coordination with consultant at McFarland Road, coordination with City of Rockford and City of Loves Park, Public meeting preparation and attendance, Project Development Report and ESR application

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
Winnebago County	Arc Design Resources, Inc.	Winnebago	TBD

**EXHIBIT B  
PROJECT SCHEDULE**

<p>Anticipated schedule:  County Award March 1, 2026  Survey Complete April 1, 2026  Preliminary Layout completed for local agency coordination - May 1, 2026  Right of Way Plats complete June 1, 2026 for negotiation  Preliminary Plans completed August 1, 2026  Public Meeting - August 2026  Submittal to IDOT for Phase 1 and PDR review September 1 2026</p>
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Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
Winnebago County	Arc Design Resources, Inc.	Winnebago	TBD

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

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

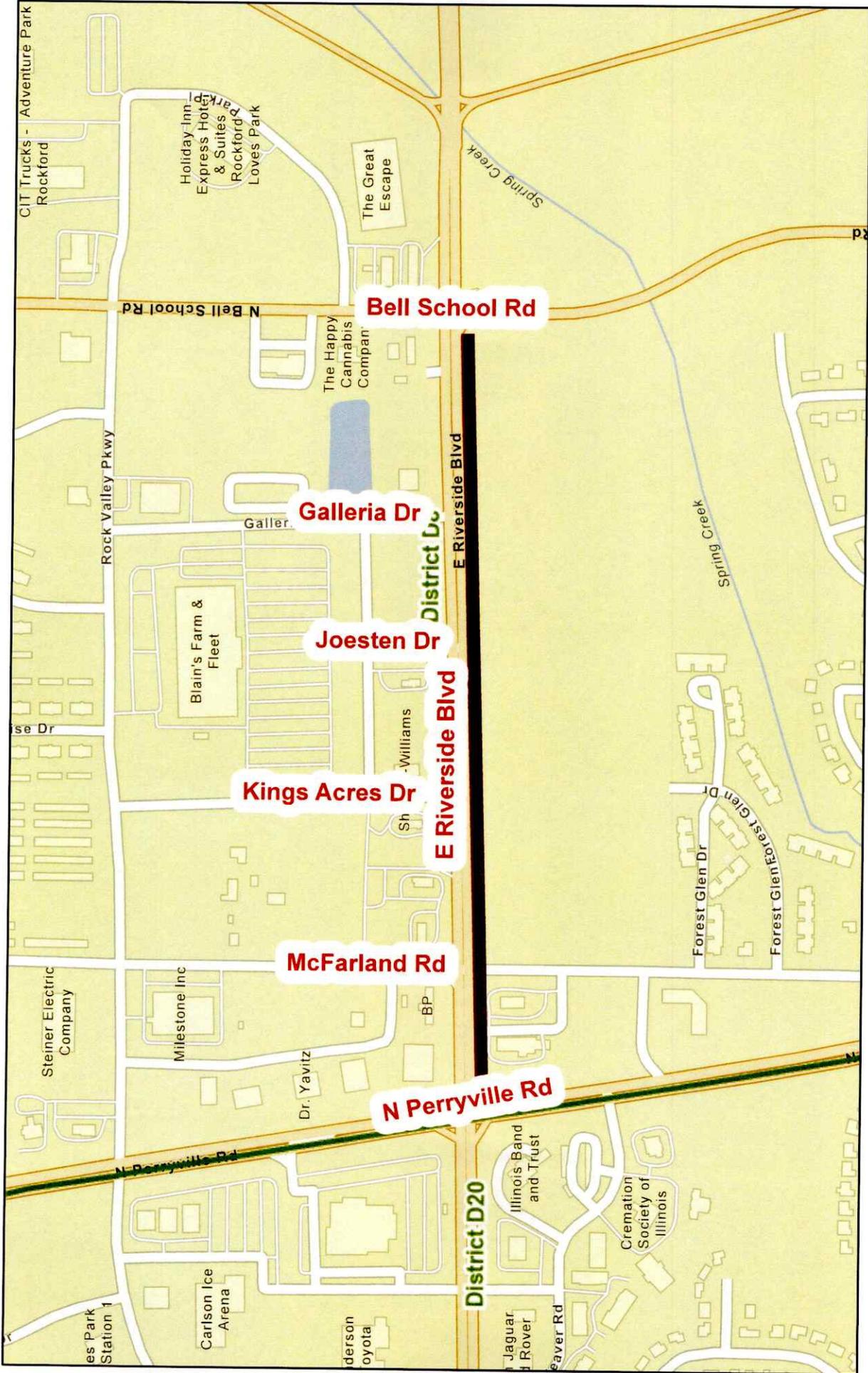
Form Not Applicable (engineering services less than the threshold)

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

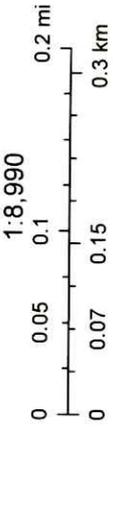
		No	Yes
1	Do the written QBS policies and procedures discuss the initial administration (procurement, management and administration) concerning engineering and design related consultant services?	<input type="checkbox"/>	<input type="checkbox"/>
2	Do the written QBS policies and procedures follow the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

Winnebago County Highway Dept					Riverside Blvd Bike Path	
Budget					3,400 ft on Riverside, 500 ft on Bell School	
Survey						
<b>topo survey</b>					<b>\$13,600.00</b>	
40	\$215	0	\$100	\$8,600.00	Topo Field Work	
40	\$125			\$5,000.00	Office Drafting	
<b>boundary survey</b>					<b>\$3,775.00</b>	
		15	\$185	\$2,775.00	PLS time	
		10	\$100	\$1,000.00	field time - pins	
<b>right of way and easement plats</b>					<b>\$6,200.00</b>	
10	\$125	10	\$185	\$3,100.00	ROW plat - 2 parcels	
10	\$125	10	\$185	\$3,100.00	easement plat - 5 parcels	
<b>Phase 1 Corridor Design Plans (IDOT approval)</b>					<b>\$94,575.00</b>	
<u>hrs</u>	<u>rate</u>	<u>hrs</u>	<u>rate</u>	<u>total \$</u>		
50	\$150	5	\$215	\$8,575.00	geometric design - path	
120	\$150	15	\$215	\$21,225.00	plan and profile (8 sheets)	
60	\$150	5	\$215	\$10,075.00	cross sections or grading	
40	\$150	5	\$215	\$7,075.00	intesection design details - ADA	
40	\$150	10	\$215	\$8,150.00	county / IDOT review comments	
20	\$150	20	\$215	\$7,300.00	general coordination	
80	\$150	5	\$215	\$13,075.00	ESR / PDR	
5	\$150	5	\$215	\$1,825.00	FHWA Kickoff	
40	\$150	10	\$215	\$8,150.00	signal modifcation - Bell School	
20	\$150	20	\$215	\$7,300.00	other unknowns	
5	\$150	5	\$215	\$1,825.00	public meeting	
				<b>total \$</b>	<b>\$118,150.00</b>	

# Riverside Path (Perryville Path to Bell School Road)



2/13/2026



WinGIS, Winnebago County Highway

**Public Safety &  
Judiciary  
Committee**



# Resolution Executive Summary

**Prepared By:** Marlana Dokken  
**Committee:** Public Safety and Judiciary Committee  
**Committee Date:** February 17, 2026  
**Board Meeting Date:** February 26, 2026  
**Resolution Title:** Resolution Authorizing an Agreement between the County of Winnebago, Illinois and Winnebago County CASA

## Budget Information:

<b>Was item budgeted?</b> No	<b>Appropriation Amount:</b> N/A
<b>If not, explain funding source:</b> Public Safety Sales Tax	
<b>ORG/OBJ/Project Code:</b> N/A	<b>Budget Impact:</b> N/A

**Background Information:** This request aligns with the Public Safety Sales Tax Policy established through 2023 CT 003. The program will fund a part-time Supervisor which will, in turn, allow Winnebago County CASA (CASA) to accommodate more volunteers, and ultimately, more youth. Research shows that abused and neglected children are at increased risk of repeating the same violent behavior they experience, and hence at increased risk of becoming delinquents and adult criminals. The CASA supported system interrupts this cycle by providing each child with a trained, court-appointed advocate who delivers consistent oversight, promotes placement stability, and ensures timely access to critical services and permanent homes. Through individualized advocacy and sustained court involvement, CASA improves child safety, well-being, and long-term developmental outcomes, thereby reducing future involvement with the juvenile and criminal justice systems.

**Recommendation:** Approve the agreement.

**Contract/Agreement:** Attached

**Legal Review:** The State's Attorney's Office has reviewed and approved the agreement.

**Follow-Up:** n/a

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

Sponsored by: Brad Lindmark, Committee Chairman  
Submitted by: Public Safety & Judiciary Committee

2026 CR

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**RESOLUTION AUTHORIZING AN AGREEMENT BETWEEN THE COUNTY OF WINNEBAGO,  
ILLINOIS AND WINNEBAGO COUNTY CASA**

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**WHEREAS**, the County of Winnebago, Illinois (County) and the 17<sup>th</sup> Judicial Circuit Court wishes to increase the services of Winnebago County CASA (CASA); and

**WHEREAS**, CASA wishes to continue to provide such services for the County and the 17<sup>th</sup> Judicial Circuit Court; and

**WHEREAS**, the County and CASA have negotiated an agreement for services for fiscal year 2026, as set forth in the Agreement attached as Exhibit A; and

**WHEREAS**, the Public Safety and Judiciary Committee of the County Board for the County of Winnebago, Illinois, has reviewed the proposed terms of the Agreement attached hereto as Resolution Exhibit A, and recommends executing the agreement under the terms set forth in the Agreement.

**NOW, THEREFORE, BE IT RESOLVED**, by the County Board of the County of Winnebago, Illinois, that subject to the Winnebago County Board's approval of the annual appropriation ordinance for Fiscal Year 2026, the Winnebago County Board Chairman is authorized to execute the Agreement between the County of Winnebago, Illinois and Winnebago County CASA, in substantially the same form as contained in Resolution Exhibit A.

**BE IT FURTHER RESOLVED**, that the Clerk of the County Board is hereby directed to prepare and deliver certified copies of this Resolution to the Chairman's Office of Criminal Justice Initiatives, Director of Purchasing, Finance Director, County Board Office County Auditor, Chief Judge of the 17th Judicial Circuit Court, and the Executive Director of CASA.

Respectfully submitted,  
**PUBLIC SAFETY AND JUDICIARY COMMITTEE**

**AGREE**

**DISAGREE**

\_\_\_\_\_  
BRAD LINDMARK, CHAIRMAN

\_\_\_\_\_  
BRAD LINDMARK, CHAIRMAN

\_\_\_\_\_  
AARON BOOKER

\_\_\_\_\_  
AARON BOOKER

\_\_\_\_\_  
ANGIE GORAL

\_\_\_\_\_  
ANGIE GORAL

\_\_\_\_\_  
KEVIN MCCARTHY

\_\_\_\_\_  
KEVIN MCCARTHY

\_\_\_\_\_  
TIM NABORS

\_\_\_\_\_  
TIM NABORS

\_\_\_\_\_  
CHRIS SCROL

\_\_\_\_\_  
CHRIS SCROL

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

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

The above and foregoing Resolution was adopted by the County Board of the County of Winnebago, Illinois this \_\_\_\_ day of \_\_\_\_\_ 2026.

ATTESTED BY:

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

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



**AGREEMENT  
BETWEEN THE COUNTY OF WINNEBAGO, ILLINOIS AND WINNEBAGO COUNTY CASA**

This Agreement (“Agreement”) is effective as of March 1, 2026 by and between Winnebago County CASA, an Illinois-not-for profit corporation (“CASA”) and the County of Winnebago, Illinois, a body politic and corporate (“County”). CASA and County may be referred to herein individually as a “Party” and collectively as the “Parties.”

**WHEREAS**, the County recognizes the need for professional assistance in providing quality services and advocacy for children who have experienced abuse or neglect; and

**WHEREAS**, Winnebago County CASA is a nonprofit, volunteer-based organization whose mission is to support and advocate for the best interests of children within the juvenile abuse and neglect court systems; and

**WHEREAS**, the Parties have agreed that the services provided to the County pursuant to this Agreement will be beneficial to the parties, the community, and those in need of such services.

**NOW, THEREFORE**, in consideration of the terms, conditions and covenants contained herein, the Parties agree as follows:

**Article I.      GENERAL TERMS**

**Section 1.01    Term of Agreement**

The Agreement shall commence and be binding on the Parties hereto for the period of March 1, 2026 through September 30, 2026.

**Section 1.02    Termination**

Either Party may terminate this Agreement upon thirty (30) days’ written notice to the other. In the event of termination, County will provide payment to CASA for all services rendered up to the termination date.

**Section 1.03    Confidentiality**

Each Party agrees to comply with all State and Federal laws, rules, and regulations, including but not limited to the Illinois Mental Health and Developmental Disabilities Confidentiality Act, 42 CFR Part 2, the Health Insurance Portability and Accountability Act

(HIPAA), and the Juvenile Court Act (705 ILCS 405/1-1 *et seq*) concerning the confidentiality of client



information.

#### **Section 1.04 Warrant of Authority**

Each Party warrants to the other that each has full authority to enter into this Agreement and perform under its terms.

#### **Section 1.05 Indemnity**

CASA agrees to indemnify the County and its officers, directors, and employees from and against any and all claims, costs, and liabilities (including the fees and expenses of counsel) as a result of a breach of this Agreement by CASA or the negligent or willful misconduct of CASA or CASA's employees, agents, and representatives. In no manner shall employees of CASA be construed to be employees of the County. This section shall survive the termination or expiration of this Agreement for any reason.

#### **Section 1.06 Cooperation**

Each Party to this Agreement has the duty to consult and cooperate with the other in the performance, development, and implementation of the program. CASA agrees to name a person to represent it in discussions and development of the program and to whom the County can forward suggestions and recommendations concerning the program as well as any notices under this Agreement.

### **Article II. SCOPE OF SERVICES**

Subject to the agreed upon funding levels set forth in Exhibit B, CASA agrees to provide the following services in this Article II. The Parties' agree and understand that all services provided by CASA under this Agreement shall follow all federal and state standards. The services to be performed by CASA under this Agreement shall include the following in this Article II and that of Exhibit A.

#### **Section 2.01 Modification upon Agreement**

Services, personnel, treatment hours, and locations are subject to change as agreed upon between the County and CASA.

### **Article III. PAYMENT FOR SERVICES PROVIDED**

#### **Section 3.01 Budget Incorporation**

A budget agreed to by CASA and the County detailing the fee schedule and anticipated funding amounts is hereby incorporated into this Agreement and attached hereto as Exhibit B. CASA agrees that the total reimbursement for all services performed pursuant to this Agreement will not exceed the total amount reflected on the annual budget submitted and approved by the County. CASA will invoice for actual costs not to exceed the annual budgeted amount. All rates



set forth in Article III are subject to renegotiation between the Parties at any point during the Term of this Agreement, but no change in rates will take effect during the Term of this Agreement unless a written amendment to this Agreement reflecting this change is approved by the Parties.

### **Section 3.02 Compensation**

The County shall reimburse on a monthly basis for the work as agreed upon funding levels set forth in Exhibit B, for the duration of this Agreement as outlined in Section 1.01. CASA shall provide the County with a monthly invoice listing all dates and hours worked as described in Section 3.03.

### **Section 3.03 Reporting and Invoices**

CASA will submit monthly invoices to the County in accordance with Section 3 of this Agreement no later than the 10<sup>th</sup> day of each month. Invoices shall be submitted in a format requested by the County and include supporting service documentation as requested by the County. Subject to Section 1.03, supporting documentation to be included with invoices includes timesheets, documentation of personnel costs, and receipts. Invoices shall be payable by County in accordance with the Illinois Local Government Prompt Payment Act (50 ILCS 505/1 *et. seq.*). Any amounts not timely paid will accrue interest as set forth in the Illinois Local Government Prompt Payment Act.

Additionally, CASA agrees to provide relevant data by submitting performance metrics as outlined in Exhibit A to include summary narrative on a quarterly basis. CASA agrees to comply with all reporting, data collection and evaluation requirements, as prescribed by the County following the deadlines identified below.

<b>REPORTING SCHEDULE</b>		
<b>Reporting Period</b>	<b>Date Required</b>	<b>Due Date</b>
October - December	Data and Fiscal Reports	January 10th
January - March	Data and Fiscal Reports	April 10th
April - June	Data and Fiscal Reports	July 10th
July - September	Data and Fiscal Reports	October 10th

*Note: If a due date falls on a weekend, report is due on the preceding Friday*

## **Article IV. MISCELLANEOUS**

### **Section 4.01 No Third-Party Beneficiaries**

This Agreement shall not confer any rights or remedies upon any Person or other third party other than the Parties and their respective successors and permitted assigns.

### **Section 4.02 Non-Solicitation**

During the Term of this Agreement and for a period of seven (7) months thereafter,



neither Party shall directly solicit for employment any person who performed any work under this Agreement who is then in the employment of the other party. A general notice of a job opening or other similar general publication to fill employment openings, including on the internet, shall not be construed as a solicitation for the purposes of this Section, and the hiring of any such employees who freely responds thereto shall not be a breach of this Section.

#### **Section 4.03 Governing Law; Consent to Jurisdiction**

This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Illinois. The Parties agree that all actions or proceedings arising in connection with this Agreement shall be tried and litigated in the 17<sup>th</sup> Judicial Circuit Court of Winnebago, Illinois.

#### **Section 4.04 Counterparts; Signatures**

The Parties agree that this Agreement may be executed in multiple originals, each of which shall be considered an original for all purposes and, collectively, shall be considered to constitute this Agreement. The Parties further agree that signatures transmitted by facsimile or in Portable Document Format (pdf) may be considered an original for all purposes, including, without limitation, the execution of this Agreement and enforcement of this Agreement.

#### **Section 4.05 Entire Agreement; Amendment**

This Agreement supersedes all previous agreements, oral or written, and constitutes the entire agreement between the Parties respecting the subject matter of this Agreement, and neither Party shall be entitled to benefits other than those specified herein. As between the Parties, oral statements or prior written materials which are not specifically incorporated herein shall not be of any force and effect. The Parties specifically acknowledge that in entering into and executing this Agreement, the Parties rely solely upon the representations and agreements contained in this Agreement and no others.

Any amendments shall be by written instrument executed by the parties hereto, acting therein by their duly authorized representatives. The Winnebago County Board Chairman is authorized, on behalf of the County Board to execute the renewal, continuation, or modification of this grant award, without further County Board action.

#### **Section 4.06 Notices**

All notices, requests and communications which are required or may be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered personally or sent by nationally recognized overnight carrier or mailed by certified mail, postage prepaid, return receipt requested.

Notices to the County shall be sent to the following address:

Winnebago County  
Attn: County Administrator  
404 Elm Street



Suite 500  
Rockford, IL 61101

Notices to CASA shall be sent to the following address:

Winnebago County CASA  
Attn: James Hutson  
Executive Director  
211 S Court St., Suite 258  
Rockford, IL 61101

Receipt of any notice shall be deemed effective upon receipt, if delivered personally, or one (1) day after mailing if sent by overnight carrier, or three (3) days after deposit in the U.S. mail, with proper postage and properly addressed.

#### **Section 4.07 Assignment**

This Agreement may not be assigned or transferred, without the prior, express, written consent of the Parties.

This Agreement between CASA and the County shall be effective as of the date indicated in the first sentence of this Agreement.

COUNTY OF WINNEBAGO, ILLINOIS

WINNEBAGO COUNTY CASA, an Illinois not  
for profit corporation

By: \_\_\_\_\_  
Name: Joseph V. Chiarelli  
Title: Chairman of the County Board of the  
County of Winnebago, Illinois

By: \_\_\_\_\_  
Name: James Hutson  
Title: Executive Director



## EXHIBIT A

ORGANIZATION AND GRANT SPECIFIC INFORMATION	
<b>Organization ("GRANTOR")</b>  Name: <b>Winnebago County</b> Address: 404 Elm Street Rockford, IL 61101	<b>Organization ("RECIPIENT")</b>  Name: Winnebago County CASA Address: 211 S Court St., Suite 258 Rockford, IL 61101 EIN No.: 36-3598643 UEI: MBL1G8BB5KH3 SAM Cage Code: 8LZM8 SAM CCR Expiration Date: 12/17/26
<b>Fund Information</b> (to be completed by the Grantor)	
<b>Award Type:</b> Local	
<b>Project Information</b> (to be completed by the Grantor)	
<b>Sub award Period of Performance:</b> 03/01/2026 - 09/30/2026	<b>Total Maximum Amount Funded Under this Sub award Agreement:</b> \$30,013.00
<b>Indirect Cost Rate:</b> 15%	
<b>Is Award R &amp; D:</b> No	
<b>Description Title of Project:</b> Public Safety Sales Tax, Fiscal Year 2026	

Submit to: [mdokken@admin.wincoil.gov](mailto:mdokken@admin.wincoil.gov)

## SCOPE OF WORK

### I. SERVICE, PROGRAM, or PROJECT OVERVIEW

**a. Provide summary of proposed service, program, project to be supported or delivered by requested funds. Include eligibility requirements, demographics served, and how it will lead to a reduction in crime.**

*Mission: Winnebago County CASA develops and maintains an effective, high quality CASA program to advocate for and represent children in the juvenile court system who have experienced abuse or neglect.*

**Proposed Program:**

*CASA provides best-interest advocacy for children as reflected in these guiding principles which recognize the importance of family preservation and reunification, equity, diversity, inclusion, and collaboration.*

**Elements of Program:**

- Integrates the following guiding principles into all aspects of program practices, policies and procedures:
  - Recognize the importance of family preservation and/or reunification:
    - It is in a child's best interest to remain with their family of origin when safely possible.
    - The program acknowledges that children experience trauma when separated from their family of origin.
    - If a child is removed from their family of origin, it is in the child's best interest to be reunified with their family of origin as soon as safely possible.
    - If a child is removed from their family of origin, the child should be placed with a relative whenever safely possible and in the child's best interest.
    - Strengthening families, through recommendations for services, supports, visitation and communications, is in the child's best interest to achieve stability and/or reunification.
    - The program requires and demonstrates respect for the parents and all parties associated with the case.
    - The program ensures that information regarding the family's strengths is incorporated into reports to the court.
    - The program ensures that information regarding the child's wishes is incorporated into reports to the court.
    - When a court determines a child cannot be safely reunified with their family of origin consistent with legal mandates, another permanent placement is in a child's best interest.
  - Recognize the importance of diversity, equity and inclusion:
    - All children regardless of age, race, ethnicity, national origin (ancestry), color, religion (creed), gender, gender expression, sexual orientation, disability or physical challenge should be safe, have a permanent home and an opportunity to thrive.
    - The program acknowledges the existence of implicit bias and takes steps to minimize and/or eliminate implicit bias.
    - The program demonstrates an understanding of disproportionality impacting children who have experienced abuse or neglect.

**CASA Services will provide:**

1. Assistance re: routine problems volunteers encounter while working on their cases
2. Obtaining and verifying case information from the Clerk's Office
3. Maintenance of case schedule docket
4. Assistance to volunteers re: preparation of court reports
5. Monitoring activity of CASAs re: visits to children and overall work on the case
6. Notice to volunteers of upcoming court dates
7. Recording of statistics re: volunteer's case work
8. Recording of case information into database system
9. Tracking the completion of the on-going training requirements for active CASAs
10. Assistance re: statistics reported each month to CASA Board of Directors

**Demographics:**

Currently, approximately 50% of children served are white, roughly 48% are African American and about 2% of the children served are Hispanic. Over 95% of the children served live in poverty.

**Reduction in Crime:**

Research shows that abused and neglected children, often shuttled from home to home, are at increased risk of repeating the same violent behavior they experience, and hence at increased risk of becoming delinquents and adult criminals. The CASA supported system interrupts this cycle by providing each child with a trained, court-appointed advocate who delivers consistent oversight, promotes placement stability, and ensures timely access to critical services and permanent homes. Through individualized advocacy and sustained court involvement, CASA improves child safety, well-being, and long-term developmental outcomes, thereby reducing future involvement with the juvenile and criminal justice systems.

**b. Describe current and projected project/program partnerships.**

**CASA Partnerships:**

Winnebago County CASA partners with stakeholders associated with the child. This includes collaboration with:

- Winnebago County Juvenile Justice system (We have an MOU)
- Courts
- Judges
- Social workers
- Attorneys
- Teachers
- Therapists
- GALs
- Peace Center
- MERIT
- Health care workers
- Bio families
- Foster families
- Group homes
- Fictive kin
- Youth gun violence project
- NICNE

## II. PROGRAM PROCESSES

### **a. Describe referral, intake and assessment process; include description of evidence-based practices used.**

The CASA program receives referrals directly from the juvenile court following the appointment of a Court Appointed Special Advocate for a child involved in abuse or neglect proceedings. In Illinois, a Court Appointed Special Advocate (CASA) is appointed per statute (705 ILCS 405/2-17.1) in juvenile abuse, neglect, or dependency cases to advocate for the best interests of a child. CASAs are trained volunteers who investigate, monitor, and report to the judge on the child's safety, welfare, and what is in the best interest of the child who has experienced abuse and neglect.

Once a referral is received by the Winnebago County CASA office, program staff, Advocate Facilitator and Program Director initiate the intake process by reviewing all court orders, petitions, and available case records to identify immediate needs, and determine appropriate advocate assignment based on case details, advocate experience, and capacity. A matching process is completed with the Advocate Facilitator and Program Director to assess which CASA Advocate is the best fit for the presenting case. Each case is carefully screened by this team to match each case to the best CASA Advocate for the proper case management and support for the children and family unit.

During the intake process, key demographic information, case history, and presenting concerns are documented and reviewed. The assigned CASA Advocate Supervisor and CASA Advocate participate in a Case Assignment meeting led by the CASA Advocate Facilitator. This case assignment meeting includes details of why the case came to the attention of the Department of Child and Family Services and Juvenile Court. During this case assignment meeting history, known safety concerns, placement details, cultural needs, and upcoming court dates are reviewed with the Advocate Supervisor and CASA Advocate. Once a CASA Advocate accepts the case a CASA Assignment Order is completed naming the CASA assigned. That order is signed by the Program Director and is sent to the assigned Judge for their signature and filed with the court. A plan is made to visit the children and family and notification from the CASA office is sent to all parties and agencies in the case that a CASA has been assigned.

#### **Evidence-Based and Best-Practice Approaches:**

Most children served by CASA have experienced significant trauma and CASA uses Evidence-based elements in each of the cases that CASA provides case management for and pay special attention to best practices throughout referral, intake, and assessment, including:

Understanding ACEs (Adverse Childhood Experiences)

Recognizing trauma behaviors

Prioritizing emotional and physical safety

Outcomes improve when decisions reflect the child's voice and needs.

Trauma-Informed Care: Advocates are trained to recognize the impact of trauma on children and families. Each CASA training session and continues education by the Advocate Supervisor educates CASAs on how to interact with each child with sensitivity, how to avoid re-traumatization, and prioritize emotional and mental health safety.

Developmentally Appropriate Practice: Special attention is paid to assessments for the child's age, developmental stage, and individual needs, ensuring the child's voice is heard and considered in all recommendations.

Strengths-Based Approach: Advocate Supervisors continue to case manage and helps each CASA identify and build upon family strengths, protective factors, and existing supports or addressing areas of concern.

Cultural Responsiveness: Advocate Supervisors consider cultural and community factors for the children to ensure recommendations are respectful and inclusive.

Continuous Assessment: Information is regularly updated and can change throughout the life of the case and this allows CASA recommendations to remain responsive, accurate, and relevant throughout the life of the case.

Once the assessment process for each case is done when a case is brought to CASA this helps with CASA's written court reports and oral advocacy, helps make supporting decision-making that promotes the best interests of the child.

**b. Describe treatment, counseling, and case management. Be specific.**

The CASA Advocate Supervisor trains, coaches, and supports each Court Appointed Special Advocate on their team to ensure effective advocacy for children involved in the child welfare system. Each Advocate Supervisor ensures advocates are supported, prepared, and compliant with CASA standards, court expectations, and trauma-informed best practices. Each Advocate Supervisor provides ongoing coaching, guidance, and performance feedback for each of the advocates and their cases. Advocate Supervisors attend court and meetings along with their CASA Advocate to support them in the volunteer process.

Advocate Supervisors Support advocates in managing their cases and pay special attention to each advocate that experiences secondary trauma. CASA Advocate Supervisors are available for each advocate to address their individual needs while advocating for their case. Advocate Supervisors are available daily for CASAs during normal business hours but also are essentially "on-call" and available after hours and weekends for advocates that need questions answered or direction on their case.

CASA Advocate Supervisors case management includes reviewing court reports, contact logs in our case management system Optima, and documentation for accuracy, quality of the reports, and timeliness of reports for the court and case work team.

Each Advocate Supervisor attends each court date with their advocates to ensure support and courtroom preparation.

Assist with case problem-solving and any areas of concerns

Each Advocate Supervisor is required to participate in pre-service training for the CASAs to get to know personalities and provide their skills to the class. Advocate Supervisors are required to track the 12 continuing education hours for each CASA yearly.

Promote trauma-informed and strengths-based advocacy for each case

**Detailed tasks-**

Each CASA Advocate Supervisor has a caseload of CASA Advocates and CASA cases. Each CASA makes necessary calls to CASAs such as phone calls, notices or other documents received by CASA office on cases. Advocate Supervisors assist with office work such as answering the phone and filing documents.

Reviews new cases when case is assigned to CASA(s)

Input information into database re: upcoming hearings, CASA updated information, contact info into Optima

Review Court reports of CASAs, making recommendations, corrections, or clarifications as necessary

File CASA reports to the court through the Winnebago County Secure File Transfer(Brick system)

Notify and remind CASAs of upcoming court dates and necessity for Court report

Notify and remind CASAs of the 12 hours of continuing education requirement

Represent the CASA program in Court

Monitor activity of CASAs regarding their visits to children and overall work on their cases and approve notes in Optima

Assist Program Director in support of CASA volunteers, including but not limited to informing Director of problems in cases or problems with or between CASAs

Assist Program Director in all other clerical matters, as needed, to maintain current case/program information

Assist inputting data relevant to case in our case management system Optima

Assist the Program Director regarding involvement with one or more CASA Board committees, as determined by the Program Director

CASA Training Support

Assist Program Director on specified project, Recruitment, Training, or Retention focus.

Each Advocate Supervisor case manages their cases on their caseload and manages each volunteer in the following ways to make sure these tasks are being completed for each case. If no CASA Advocate is currently assigned to a case the Advocate Supervisor is responsible for all case management duties until a CASA becomes available.

Making sure they are having contact with the child/children on the case every 30 days.

Meet other persons with knowledge about the case, such as family members, foster family members, and other persons living in the family residence.

Meet with the teachers, social workers, friends, counselors, therapists, medical personnel and any other persons with relevant information about the child's well-being.

Observe visits between the child and his or her parents

Observe visits between the child and his or her siblings

Submit written reports to the court for each hearing and each Advocate Supervisor trains and edits reports for each CASA Advocate. The reports contain detailed information for the children, reports any changes in circumstances, recommendations are made according to each child. Submit a written report to the court for recommendations to the best interest of the child.

Maintain confidentiality of information concerning the child and/or parents.

CASA Advocate Supervisors case manage and track and understand a child's medical and mental health history. They Advocate in court for appropriate evaluations and treatment if not being provided. Tracking for each child is done by the Advocate Supervisor for improving health, mental health, and well-being outcomes for children and youth in foster care. CASA makes recommendations to the court and child welfare team for each child to receive timely health screenings and medical care follow-up. Each Advocate Supervisor helps support each case and strengthen collaboration between CASA, courts, caregivers, and providers.

**c. Describe staff roles; include education, training, and licensure requirements.**

**Staff Qualifications:**

Must possess good judgment, initiative, positive attitude, and be dependable.

Must also:

- Possess solid writing skills
- Possess solid communication skills
- Possess strong team/people skills
- Be proficient in appropriate computer skills
- High school Diploma or Equivalent required, Associates degree preferred.

**Staff Roles:**

The Advocate Supervisor, is appointed by a judge to represent the best interests of a child involved in a legal case, typically related to abuse, neglect, or family court matters.

The advocate works closely with the child, their family, social workers, and other professionals to gather information, monitor the child's well-being, and provide the court with an independent and informed recommendation. Their goal is to ensure that the child's voice is heard and that their needs are met, helping to guide decisions that prioritize the child's safety, stability, and future welfare.

Advocate Supervisors are expected to:

- Learn about the child and their families.
- Engage with the child during regular visits
- Speak up for the child in court and make recommendations regarding the child's placement and needed services, and monitor the child's situation until the case is released by the court
- Collaborate with other involved parties to ensure that the necessary services are provided and are in the best interest of the child.
- Report what you've learned and observed to the court

**CASA Training:**

CASA advocates are trained to **advocate for the best interests of children** involved in the child welfare and court system.

Their training typically prepares them to:

- Understand child abuse and neglect and its impact on development
- Navigate the juvenile court system and legal processes
- Gather information by reviewing records and interviewing children, families, and professionals
- Write objective court reports and make recommendations to judges
- Recognize cultural, racial, and socioeconomic factors affecting families
- Maintain confidentiality and professional boundaries
- Collaborate with social workers, attorneys, teachers, and therapists

**License Requirements:**

There are no licensing requirements per se; however, Advocates need to complete 35 hours and training and incorporate 12 hours of additional training each year.

**d. Describe program oversight and accountability.**

The Program Director, in partnership with the Executive Director will provide program oversight, management, and accountability. Further, the Program Director and Executive Director will provide a monthly program report to the Board of Directors. Each month, the Board will review the report and recommend/suggest any needed changes and/or programmatic alterations. The information provided to the Board of Directors will be evidence and frequency based. Below is an overview of CASA’s program management. Please note, Winnebago County CASA is also reviewed annually by Illinois CASA and conducts and annual financial audit.

**PROGRAM MANAGEMENT**

- Evaluate program services in relation to specified goals and standards and recommend modifications where appropriate
- Provide statistical information to the Board and funding sources
- Keep abreast of programs that are being implemented or considered by other CASA agencies
- Develop and administer professional development and education workshops and seminars for volunteers and staff
- Keep abreast of legislation affecting children

**PLANNING & DEVELOPMENT**

- Develop long and short-term goals for program, development and fiscal management.
- Review CASA standards and assure compliance with funding and regulatory entities
- Submit policy changes or developments to the Board for review and approval
- Provide overall direction and participate in all fundraising activities

**III. GOALS/PERFORMANCE MEASURES/STANDARDS**

Instructions: Complete the blanks in table below using projected objectives for the funded year. Your data report will reflect these numbers. Please note that any change to objectives will need to be approved by Winnebago County Administration. *Must include number served for each service.*

<b>GOAL:</b>		
<u>Objectives/Standards</u>	<u>Performance Measures</u>	<u>Projected</u>
Screen Advocate Supervisor Applicants	Number of applicants for position	50 by 3/31/26
Interview Applicants	Number of applicants interviewed	3 by 3/31/26
Hire Advocate Supervisor	Date hired	1 hired by 4/1/26
Trained	Trained	Initial training by 4/15/26
Begins first case	Takes first case	4/20/26
Expand Caseload	Caseload expands to 5 children	5 children by 6/1/26

Expand Caseload	Caseload expands to 10 children	10 children by 7/15/26
Expand Caseload	Caseload expands to 15 children	15 children by 8/5/26
Expand Caseload	Caseload expands to 20 children	20 children by 8/31/26
Expand Caseload	Caseload expands to 25 children	25 children by 9/30/26
Write first court report	First court report	First court report by 5/15/26
Reviewed cases/children for expansion	Reviewed at least 3 cases/children for next fiscal year.	Three by 9/30/26
Write first court report without Program Director review	Court report without Program Director review	9/30/26

#### IV. PROJECTED BUDGET

See Exhibit B

#### V. CONTACT INFORMATION

<b>CONTACTS</b>
<p><b><u>Person Completing this Document</u></b>  Name: James Hutson  Title: Executive Director  Address: 211 S Court St., Suite 258  Rockford, IL 61101  Telephone: 815-319-6885  Email: <a href="mailto:jhutson@winnebago-countycasa.org">jhutson@winnebago-countycasa.org</a></p>
<p><b><u>Notices Contact (for Agreement)</u></b>  Name: James Hutson  Title: Executive Director  Address: 211 S Court St., Suite 258  Rockford, IL 61101  Telephone: 815-319-6885  Email: <a href="mailto:jhutson@winnebago-countycasa.org">jhutson@winnebago-countycasa.org</a></p>
<p><b><u>Administrative Contact (Reports)</u></b>  Name: James Hutson  Title: Executive Director  Address: 211 S Court St., Suite 258  Rockford, IL 61101  Telephone: 815-319-6885  Email: <a href="mailto:jhutson@winnebago-countycasa.org">jhutson@winnebago-countycasa.org</a></p>
<p><b><u>Program Contact</u></b>  Name: Amber Johnson  Title: Program Director</p>

Address: 211 S Court St., Suite 258  
Rockford, IL 61101  
Telephone: 815-319-6880  
Email: [ajohnson@winnebago-countycasa.org](mailto:ajohnson@winnebago-countycasa.org)

**Payments Sent to:**

Name: James Hutson  
Title: Executive Director  
Address: 211 S Court St., Suite 258  
Rockford, IL 61101  
Telephone: 815-319-6885  
Email: [jhutson@winnebago-countycasa.org](mailto:jhutson@winnebago-countycasa.org)



**B. Fringe Benefits**—Fringe benefits should be based on actual known costs or an established formula. Fringe benefits are for the personnel listed in budget category (A) and for % time devoted to the project.

Name/Position	Computation	Cost
<b>TOTAL FRINGE</b>		

**FRINGE NARRATIVE:**

**C. Travel** -- Itemize travel expenses of project personnel by purpose (e.g., staff to training, field interviews, advisory group meeting, etc.). Indicate source of Travel Policies applied, Applicant or Federal Travel Regulations.

Purpose of Travel	Location	Item	Computation	Cost
<b>TOTAL TRAVEL</b>				

**TRAVEL NARRATIVE:**

**D. Supplies**

Supply Item	Computation	Cost
<b>TOTAL SUPPLIES</b>		

**SUPPLY NARRATIVE:**

--

**E. Other Costs**

Item	Computation	Cost
	<b>TOTAL OTHER</b>	

**OTHER COSTS NARRATIVE:**

--

<b>Budget Category</b>	<b>Amount</b>
A. Personnel	
B. Fringe Benefits	
C. Travel	
D. Supplies	
E. Other Costs	
<b>TOTAL PROJECT COSTS</b>	



## Resolution Executive Summary

**Prepared By:** Marlana Dokken  
**Committee:** Public Safety and Judiciary Committee  
**Committee Date:** February 17, 2026  
**Resolution Title:** RESOLUTION AUTHORIZING GRANT AGREEMENT BETWEEN THE WINNEBAGO COUNTY SHERIFF'S OFFICE AND THE ILLINOIS LAW ENFORCEMENT ALARM SYSTEM (ILEAS)  
**County Code:** Not Applicable  
**Board Meeting Date:** February 26, 2026  
**Budget Information:**

<b>Was item budgeted?</b> No	<b>Amount:</b> \$23,788.80
<b>If not, explain funding source:</b> n/a	
<b>ORG/OBJ/Project Code:</b> n/a	<b>Budget Impact:</b> n/a

**Background Information:** The Winnebago County Sheriff recognizes a critical need to ensure its staff members are properly trained and equipped to respond to a variety of emergencies and calls for service that involve violence or threats of violence. The goal is to mitigate the situation and avoid the use of lethal force through less lethal alternatives, and when necessary, the use of less lethal devices (taser devices). This funding will provide six (6) tasers for use in the Winnebago County Jail.

**Recommendation:** Approve agreement with ILEAS and subsequent vendor agreement.

**Contract/Agreement:** County Sheriff will execute agreement with ILEAS.

**Legal Review:** Legal review of agreement was completed.

**Follow-Up:** n/a

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

Sponsored by: Brad Lindmark, Committee Chairman

Submitted by: Public Safety & Judiciary Committee

2026 CR

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**RESOLUTION AUTHORIZING GRANT AGREEMENT BETWEEN THE WINNEBAGO COUNTY  
SHERIFF'S OFFICE AND THE ILLINOIS LAW ENFORCEMENT ALARM SYSTEM (ILEAS)**

---

**WHEREAS**, the Winnebago County Sheriff's Office (WCSO) wish to enter into agreement with the Illinois Law Enforcement Alarm System (ILEAS) for the purchase of less lethal devices (taser devices); and

**WHEREAS**, WCSO and ILEAS have negotiated an agreement for fiscal year 2026, as set forth in the Agreement attached as Exhibit A; and

**WHEREAS**, the Public Safety and Judiciary Committee of the County Board for the County of Winnebago, Illinois, has reviewed the proposed terms of the Agreement attached hereto as Resolution Exhibit A, and recommends executing the agreement under the terms set forth in the Grant Agreement.

**NOW, THEREFORE, BE IT RESOLVED**, by the County Board of the County of Winnebago, Illinois, that subject to the Winnebago County Board's approval of the annual appropriation ordinance for Fiscal Year 2026, the Winnebago County Board Chairman is authorized to execute the Agreement between the Winnebago County Sheriff's Office, and the Illinois Law Enforcement Alarm System, in substantially the same form as contained in Resolution Exhibit A.

**BE IT FURTHER RESOLVED**, that the Clerk of the County Board is hereby directed to prepare and deliver certified copies of this Resolution to the Chairman's Office of Criminal Justice Initiatives, Director of Purchasing, Finance Director, County Board Office County Auditor, and the Winnebago County Sheriff's Office.

Respectfully submitted,  
**PUBLIC SAFETY AND JUDICIARY COMMITTEE**

**AGREE**

**DISAGREE**

\_\_\_\_\_  
BRAD LINDMARK, CHAIRMAN

\_\_\_\_\_  
BRAD LINDMARK, CHAIRMAN

\_\_\_\_\_  
AARON BOOKER

\_\_\_\_\_  
AARON BOOKER

\_\_\_\_\_  
ANGIE GORAL

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ANGIE GORAL

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KEVIN MCCARTHY

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KEVIN MCCARTHY

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TIM NABORS

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TIM NABORS

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CHRIS SCROL

\_\_\_\_\_  
CHRIS SCROL

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

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

The above and foregoing Resolution was adopted by the County Board of the County of Winnebago, Illinois this \_\_\_\_\_ day of \_\_\_\_\_ 2026.

ATTESTED BY:

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

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



# GRANT SUMMARY WORKSHEET

Prepared By:	Marlana Dokken
Committee:	Public Safety & Judiciary
Committee Date:	02/17/26
Resolution Title:	RESOLUTION AUTHORIZING GRANT AGREEMENT BETWEEN THE WINNEBAGO COUNTY SHERIFF'S OFFICE AND THE ILLINOIS LAW ENFORCMENT ALARM SYSTEM (ILEAS)
Board Meeting Date:	02/26/26

All new grant awards must be approved through their respective Committees prior to presenting for Board approval. Those requiring a budget modification must also be approved by the Finance Committee. To provide the County Board with the information needed for compliance requirements, please provide a complete Committee and Board packet that includes this form, the Executive Summary, Resolution, and Award.

### Funding Information:

Grant Period of Performance:	
Is match required?	<input type="checkbox"/> yes <input checked="" type="checkbox"/> no
- If yes, did you work with Accounting to determine match allocation?	<input type="checkbox"/> yes <input type="checkbox"/> no
Are Indirect Costs Allowable under the award?	<input type="checkbox"/> yes <input checked="" type="checkbox"/> no
- If yes, what is the granting agency's allowable de minimis Indirect Cost rate?	
Is the indirect cost included in the budget?	<input type="checkbox"/> yes <input type="checkbox"/> no
<i>Indirect Cost Base includes: salaries, fringe benefits, travel, supplies, training, and up to the first \$50,000 of each subaward.</i>	
- If no, please explain:	
Does funding agreement contain Special Conditions that may prohibit another department's ability to apply for funding?	
<input type="checkbox"/> yes <input checked="" type="checkbox"/> no	
- If yes, please explain:	
How many sub-awards are included in this award? 0	
- Do subawards/contracts contain Indirect Costs?	<input type="checkbox"/> yes <input type="checkbox"/> no
- If yes, please provide Indirect Cost rates and total Indirect applied to each subaward or contract:	

**ILEAS**  
**Less Lethal Alternatives for Law Enforcement**  
**Less Lethal Device Grant AMENDED AGREEMENT**

1. **PARTIES.** The parties to this Agreement are the Illinois Law Enforcement Alarm System (ILEAS) and

**Winnebago County Sheriff's Office**

(Recipient)

2. **PURPOSE.** There is a critical need to ensure local law enforcement agencies throughout Illinois are properly trained and equipped to respond to a variety of emergencies and calls for service that involve violence or threats of violence. The goal in any response involving violence is to mitigate the situation and avoid the use of lethal force through less lethal alternatives and, when necessary, the use of Less Lethal Devices. Through a grant from the Illinois Criminal Justice Information Authority (ICJIA), ILEAS has agreed to reimburse Recipient for the purchase of Taser Devices.

The parties have previously signed a Less Lethal Device Grant Agreement. The Price per Package listed in that Agreement no longer accurately reflects Axon Taser pricing. Therefore the parties have agreed to enter into this Amended Agreement which supersedes and replaces the Agreement signed by Recipient on (date).

3. **AWARDED DEVICES.** ILEAS agrees to Award to Recipient the following Devices: 0 Axon TASER 7 and 6 Axon Taser 10 energy weapon packages (Awarded Devices). **TOTAL AWARD: \$23,788.80**

**Taser 7 Award Package**

Item	# per Package	# Awarded to Agency
Handle, Yellow, Class 3R	1	
Holster	1	
Battery Pack	1	
Live Cartridge, Standoff	3	
Live Cartridge, Close Quarters	3	
Evidence.com License	1	

**Price per Package - \$3,539.09**

**Taser 10 Award Package**

Item	# per Package	# Awarded to Agency
Handle, Yellow, Class 3R	1	6
Holster	1	6
Battery Pack	1	6
Live Duty Magazine	1	6
Cartridge - Live	10	60
Evidence.com License	1	6
Warranty	1	6
Docking Station (Per Agency)	1	1

Price per Package - \$3,964.80

- 4. AWARD.** The word Award means the agreements listed in this paragraph.
- a. Recipient will not place an order with AXON before the Recipient Agreement is signed by the Recipient and ILEAS.
  - b. Recipient will contact the manufacturer, Axon Enterprises, Inc., and complete paperwork necessary to receive the Awarded Devices.
  - c. Recipient may in the same transaction procure additional devices or accessories from Axon but will receive ILEAS reimbursement only for the Awarded Devices at the unit cost cited in Paragraph 4.f.
  - d. Recipient will submit completed Chief's/Sheriff's Letter to ILEAS acknowledging that an order has been placed.
  - e. Recipient will notify ILEAS when Recipient receives the Awarded Devices and will submit a Recipient agency Invoice for the devices utilizing the ILEAS web-based dashboard.
  - f. ILEAS will reimburse the Recipient for the awarded devices at a unit cost of \$3,539.09 for Taser 7 device packages, and \$3,964.80 for Taser 10 device packages.
  - g. Recipient will ensure all appropriate grant related Invoices are forwarded to ILEAS, utilizing the ILEAS web-based dashboard no later than 15 days after receipt of Awarded Devices.

## **5. USE.**

- a. Recipient has a policy governing the use of Less Lethal Devices which conforms to all applicable laws and regulations, or will have such a policy before the deployment of an Awarded Device as described in Paragraph 3, and will prohibit any use of the Awarded Device that violates applicable laws, or the policies of the Recipient
- b. Recipient will prohibit any use of Awarded Devices except by fully trained employees. Recipient may, however, allow an untrained employee to use Awarded Devices during the training process itself.

## **6. ADDITIONAL PROVISIONS.**

- a. Law enforcement officers receiving devices must be trained to use the device and must be instructed in the lawful use of force and policies governing the use of the device. Agencies must commit to providing refresher training on the devices as recommended by the manufacturer.
- b. Recipient will conduct appropriate and effective preventative maintenance and keep Awarded Devices in good operating condition.
- c. ILEAS is not responsible for the costs of maintenance, replacement or purchase of expendables related to Awarded Devices.
- d. This agreement shall not give or allow any claim or right of action by any third person or entity (including, but not limited to, members of the general public).
- e. It is not the duty, function, responsibility or purpose of ILEAS to deploy, supply, direct, command or manage any law enforcement personnel.

## **7. GRANT REQUIREMENTS.**

- a. This agreement incorporates the terms and conditions of ILEAS' agreement with ICJIA.
- b. Pursuant to 2 CFR 200.415, each invoice and report submitted by Recipient must contain the following certification by an official authorized to legally bind Recipient: By signing this report [or payment request or both], I certify to the best of my knowledge and belief that the report [or payment request] is true, complete, and accurate; that the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the State or federal pass-through award; and that supporting documentation has been submitted as required by the grant agreement. I acknowledge that approval for any other expenditure described herein is considered conditional subject to further review and verification in accordance with the monitoring and records retention provisions of the grant agreement. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801- 3812; 30 ILCS 708/120)

- c. Grantee certifies that it will not use and has not used Grant Funds to influence or attempt to influence an officer or employee of any government agency or a member or employee of the State or federal legislature in connection with the awarding of any agreement, the making of any grant, the making of any loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment or modification of any agreement, grant, loan or cooperative agreement. Additionally, Grantee certifies that it has filed the required certification under the Byrd Anti-Lobbying Amendment (31 USC 1352), if applicable. If any federal funds, other than federally-appropriated funds, were paid or will be paid to any person for influencing or attempting to influence any of the above persons in connection with this Agreement, the undersigned must also complete and submit Federal Form LLL, Disclosure of Lobbying Activities Form, in accordance with its instructions. Grantee certifies that it is in compliance with the restrictions on lobbying set forth in 2 CFR 200.450. For any Indirect Costs associated with this Agreement, total lobbying costs must be separately identified in the Program Budget, and thereafter treated as other Unallowable Costs. Grantee warrants and certifies that it and, to the best of its knowledge, its subrecipients have complied and will comply with Illinois Executive Order No. 1 (2007) (EO 1-2007). EO 1-2007 generally prohibits grantees and subcontractors from hiring the then-serving Governor's family members to lobby procurement activities of the State, or any other unit of government in Illinois including local governments, if that procurement may result in a contract valued at over \$25,000. This prohibition also applies to hiring for that same purpose any former State employee who had procurement authority at any time during the one-year period preceding the procurement lobbying activity. Grantee must include the language of this ARTICLE in the award documents for any subawards made pursuant to this Award at all tiers. All subrecipients are also subject to certification and disclosure. Pursuant to Appendix II (I) to 2 CFR Part 200, Grantee must forward all disclosures by contractors regarding this certification to Grantor. This certification is a material representation of fact upon which reliance was placed to enter into this transaction and is a prerequisite for this transaction, pursuant to 31 USC 1352. Any person who fails to file the required certifications will be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.
- d. Availability of Appropriation; Sufficiency of Funds. This Agreement is contingent upon and subject to the availability of sufficient funds. Grantor may terminate or suspend this Agreement, in whole or in part, without penalty or further payment being required, if (i) sufficient funds for this Agreement have not been appropriated or otherwise made available to Grantor by the State or the federal funding source, (ii) the Governor or Grantor reserves funds, or (iii) the Governor or Grantor determines that funds will not or may not be available for payment. Grantor must provide notice, in writing, to Grantee of any such funding failure and its election to terminate or suspend this Agreement as soon as practicable. Any suspension or termination pursuant to this Paragraph will be effective upon the date of the written notice unless otherwise indicated.

IN WITNESS WHEREOF, the parties to this agreement have noted their understanding of the terms of this document and the accommodations set forth therein on the dates shown below.

**RECIPIENT**

**ILEAS**

By: 

By: 

Name: Rick Cisarik

Name: **Larry G. Evans**

Title: Chief Deputy

Title: **Executive Director**

Date: 02-19-26

Date: **January 1st, 2026**

# Office of the Sheriff

Winnebago County



Gary Caruana  
Sheriff



650 West State Street  
Rockford, Illinois 61102  
815-319-6000

Date: 02/09/2026

To: Axon Enterprise Inc.  
17800 N. 85<sup>th</sup> Street  
Scottsdale, Az 85255

Please use this letter to acknowledge the purchase of the Axon TASER 10 (firearm). We will purchase these items under Sole Source Agreement.

We are purchasing 6 TASER 10's for \$23,788.80 under Axon's quote Q-783725-46057KV for the Winnebago County Sheriff's Department.

This signature warrants and acknowledges that I am authorized to execute this Agreement on behalf of the Agency, and that these weapons are being acquired for official agency use pursuant to a law enforcement agency transfer under the Gun Control Act of 1968.

02-08-26

Chief Deputy Rick Ciganek

Winnebago County Sheriff's Department

295<sup>th</sup> Nationally Accredited



Law Enforcement Agency



Axon Enterprise, Inc.  
 17800 N 85th St  
 Scottsdale, Arizona 85255  
 United States  
 VAT: 86-0741227  
 Domestic: (800) 978-2737  
 International: +1.800.978.2737

Q-783725-46057KV

Issued: 02/04/2026

Quote Expiration: 02/13/2026

Estimated Contract Start Date: 04/01/2026

Account Number: 198594

Payment Terms: N30

Mode of Delivery: UPS-GND

Credit/Debit Amount: \$0.00

SHIP TO	BILL TO
Winnebago County Sheriffs Office - IL 650 W State St Rockford, IL 61102-2201 USA	Winnebago County Sheriffs Office - IL 650 W State St Rockford IL 61102-2201 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Chase Stone Phone: Email: cstone@axon.com Fax:	Ashlyn Fernandes Phone: 815-319-6664 Email: fernandesa@wcso-il.us Fax:

**Quote Summary**

Program Length	60 Months
<b>TOTAL COST</b>	<b>\$23,788.80</b>
<b>ESTIMATED TOTAL W/ TAX</b>	<b>\$23,788.80</b>

**Discount Summary**

Average Savings Per Year	\$395.16
<b>TOTAL SAVINGS</b>	<b>\$1,975.79</b>

## Payment Summary

Date	Subtotal	Tax	Total
Mar 2026	\$23,788.80	\$0.00	\$23,788.80
<b>Total</b>	<b>\$23,788.80</b>	<b>\$0.00</b>	<b>\$23,788.80</b>

Quote Unbundled Price: \$25,765.20  
 Quote List Price: \$23,788.80  
 Quote Subtotal: \$23,788.80

**Pricing**

*All deliverables are detailed in Delivery Schedules section lower in proposal*

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
<b>Program</b>									
C00033	TASER 10 BASIC PLAN	6	60	\$71.57	\$66.08	\$66.08	\$23,788.80	\$0.00	\$23,788.80
<b>Total</b>							<b>\$23,788.80</b>	<b>\$0.00</b>	<b>\$23,788.80</b>

**Delivery Schedule**

**Hardware**

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
TASER 10 BASIC PLAN	100390	AXON TASER 10 - HANDLE - YELLOW CLASS 3R	6	2	03/01/2026
TASER 10 BASIC PLAN	100399	AXON TASER 10 - CARTRIDGE - LIVE	60	1	03/01/2026
TASER 10 BASIC PLAN	100591	AXON TASER - CLEANING KIT	1	1	03/01/2026
TASER 10 BASIC PLAN	100611	AXON TASER 10 - SAFARILAND HOLSTER - RH	6	1	03/01/2026
TASER 10 BASIC PLAN	101455	AXON TASER 10 - REPLACEMENT TOOL KIT - INTERPOSER BUCKET	1	1	03/01/2026
TASER 10 BASIC PLAN	101456	AXON TASER 10 - REPLACEMENT INTERPOSER BUCKET	1	1	03/01/2026
TASER 10 BASIC PLAN	101755	AXON TASER 10 - MAGAZINE - LIVE DUTY BLACK V2	6	1	03/01/2026
TASER 10 BASIC PLAN	20018	AXON TASER - BATTERY PACK - TACTICAL	6	1	03/01/2026
TASER 10 BASIC PLAN	20018	AXON TASER - BATTERY PACK - TACTICAL	1	1	03/01/2026
TASER 10 BASIC PLAN	70033	AXON - DOCK WALL MOUNT - BRACKET ASSY	1	1	03/01/2026
TASER 10 BASIC PLAN	71019	AXON BODY - DOCK POWERCORD - NORTH AMERICA	1	1	03/01/2026
TASER 10 BASIC PLAN	74200	AXON TASER - DOCK - SIX BAY PLUS CORE	1	1	03/01/2026

**Software**

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
TASER 10 BASIC PLAN	101180	AXON TASER - DATA SCIENCE PROGRAM	6	04/01/2026	03/31/2031
TASER 10 BASIC PLAN	20248	AXON TASER - EVIDENCE.COM LICENSE	6	04/01/2026	03/31/2031

**Warranties**

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
TASER 10 BASIC PLAN	100704	AXON TASER 10 - EXT WARRANTY - HANDLE	6	03/01/2027	03/31/2031
TASER 10 BASIC PLAN	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	6	03/01/2027	03/31/2031
TASER 10 BASIC PLAN	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	1	03/01/2027	03/31/2031
TASER 10 BASIC PLAN	80396	AXON TASER - EXT WARRANTY - DOCK SIX BAY T7/T10	1	03/01/2027	03/31/2031

### Shipping Locations

Location Number	Street	City	State	Zip	Country
1	650 W State St	Rockford	IL	61102-2201	USA
2	650 W State St	Rockford	IL	61102-2201	USA

### Payment Details

Mar 2026						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Upfront	C00033	TASER 10 BASIC PLAN	6	\$23,788.80	\$0.00	\$23,788.80
<b>Total</b>				<b>\$23,788.80</b>	<b>\$0.00</b>	<b>\$23,788.80</b>

**Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.**

## Standard Terms and Conditions

### Axon Enterprise Inc. Sales Terms and Conditions

#### Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at <https://www.axon.com/sales-terms-and-conditions>), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

#### ACEIP:

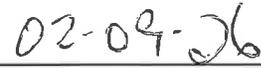
The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at [www.axon.com/legal/sales-terms-and-conditions](http://www.axon.com/legal/sales-terms-and-conditions)), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

#### Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

A handwritten signature in black ink, appearing to be "J. M. Rep", written above a horizontal line.

Signature

A handwritten date "02-09-26" in black ink, written above a horizontal line.

Date Signed

2/4/2026





# Resolution Executive Summary

**Prepared By:** Rick Ciganek  
**Committee:** Public Safety and Judiciary Committee  
**Committee Date:** February 17, 2026  
**Board Meeting Date:** February 26, 2026  
**Resolution Title:** Resolution Authorizing Agreement Between the County of Winnebago, Illinois on behalf of the Winnebago County Sheriff's Office and Remedies Renewing Lives

**Budget Information:**

<b>Was item budgeted?</b> N/A	<b>Appropriation Amount:</b> N/A
<b>If not, explain funding source:</b> Grant Funding, grant obtained by Remedies	
<b>ORG/OBJ/Project Code:</b> N/A	<b>Budget Impact:</b> N/A

**Background Information:** The Winnebago County Sheriff's Office (Sheriff's Office) is statutorily responsible for the provision of healthcare services to individuals detained at the Winnebago County Jail. Remedies Renewing Lives is a local, not-for-profit behavioral health provider and the only Opioid Treatment Program in the county authorized to provide methadone as part of medication assisted recovery. This agreement establishes a partnership between the Sheriff's Office and Remedies to provide methadone treatment to eligible inmates, supporting continuity of care during incarceration and upon release, and enhancing public health and safety outcomes.

**Recommendation:** Approve the agreement.

**Contract/Agreement:** Attached

**Legal Review:** The State's Attorney's Office has reviewed and approved the agreement.

**Follow-Up:** n/a

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

Sponsored by: Brad Lindmark, Committee Chairman  
Submitted by: Public Safety & Judiciary Committee

2026 CR

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**RESOLUTION AUTHORIZING AGREEMENT BETWEEN THE COUNTY OF  
WINNEBAGO, ILLINOIS ON BEHALF OF THE WINNEBAGO COUNTY SHERIFF'S  
OFFICE AND REMEDIES RENEWING LIVES**

---

**WHEREAS**, the Winnebago County Sheriff's Office wishes to engage the services of Remedies Renewing Lives (Remedies) to provide medication assisted recovery (MAR) services for continuity of care; and

**WHEREAS**, Remedies is the only local methadone provider in Winnebago County; and

**WHEREAS**, the Winnebago County Sheriff's Office and Remedies have negotiated an agreement for services for fiscal year 2026, as set forth in the Agreement attached as Exhibit A; and

**WHEREAS**, the Public Safety and Judiciary Committee of the County Board for the County of Winnebago, Illinois, has reviewed the proposed terms of the Agreement attached hereto as Resolution Exhibit A, and recommends executing the agreement under the terms set forth in the Agreement.

**NOW, THEREFORE, BE IT RESOLVED**, by the County Board of the County of Winnebago, Illinois, that the Winnebago County Board Chairman is authorized to execute the Agreement between the County of Winnebago, Illinois on behalf of the Winnebago Sheriff's Office, and Remedies Renewing Lives, in substantially the same form as contained in Resolution Exhibit A.

**BE IT FURTHER RESOLVED**, that the Clerk of the County Board is hereby directed to prepare and deliver certified copies of this Resolution to the Chairman's Office of Criminal Justice Initiatives, Director of Purchasing, Finance Director, County Board Office County Auditor, Winnebago County Sheriff's Office, and the Executive Director of Remedies.

Respectfully submitted,  
**PUBLIC SAFETY AND JUDICIARY COMMITTEE**

**AGREE**

**DISAGREE**

\_\_\_\_\_  
BRAD LINDMARK, CHAIRMAN

\_\_\_\_\_  
BRAD LINDMARK, CHAIRMAN

\_\_\_\_\_  
AARON BOOKER

\_\_\_\_\_  
AARON BOOKER

\_\_\_\_\_  
ANGIE GORAL

\_\_\_\_\_  
ANGIE GORAL

\_\_\_\_\_  
KEVIN MCCARTHY

\_\_\_\_\_  
KEVIN MCCARTHY

\_\_\_\_\_  
TIM NABORS

\_\_\_\_\_  
TIM NABORS

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CHRIS SCROL

\_\_\_\_\_  
CHRIS SCROL

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

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

The above and foregoing Resolution was adopted by the County Board of the County of Winnebago, Illinois this \_\_\_\_ day of \_\_\_\_\_ 2026.

ATTESTED BY:

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

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

**MEMORANDUM OF AGREEMENT  
BETWEEN  
THE WINNEBAGO COUNTY SHERIFF’S OFFICE  
AND  
REMEDIES RENEWING LIVES**

This Memorandum of Agreement (“MOA” or “Agreement”) is hereby entered into as of \_\_\_\_\_, 2026 (the “effective date”) by and between Remedies Renewing Lives, (hereinafter referred to as “Remedies”), a private, not-for-profit 501(c)(3) organization and the County of Winnebago, Illinois on behalf of the Winnebago County Sheriff’s Office (hereinafter referred to as the “Sheriff”) (individually a “Party”; collectively the “Parties”).

**WHEREAS**, Remedies provides critical and often lifesaving services to adults struggling with substance abuse as well as a broad scope of behavioral health services including but not limited to individual and group therapy, relapse prevention and medication assisted recovery (MAR; and is the only local Opioid Treatment Program (OTP) providing methadone; and

**WHEREAS**, Remedies will be launching a Mobile MAR Health Unit (MMHU) in August or September of 2025; and

**WHEREAS**, the Sheriff is statutorily charged with the responsibility of administering, managing and supervising the healthcare of detainees at the Winnebago County Jail, currently located at 650 West State Street, Rockford, Illinois (hereinafter referred to as the “Facility”); and

**WHEREAS**, the Sheriff who receives funding for the Facility from the County of Winnebago as approved by the Winnebago County Board, desires to enter into this Agreement with Remedies to promote this objective; and

**WHEREAS**, Remedies, as a provider of critical substance use treatment services, the Sheriff has asked Remedies, and Remedies has agreed to provide such health services or has agreed to provide methadone services as described herein to meet the needs of the detainees housed in the Facility; and

**WHEREAS**, upon their release from custody many detainees may continue to receive substance use disorder services from Remedies;

**NOW, THEREFORE**, in consideration of the promises and agreements contained herein and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties agree as follows:

1. Scope and Delivery of Healthcare Services. The Facility Nurse Coordinator (“Nurse”) shall coordinate with Remedies to provide methadone services via the MMHU for continuation of care at the Facility. Remedies will act as the medical director for those continued on methadone at the Facility. Medical services should be provided in accordance with the standards promulgated by the National Commission on Correction

Health (NCCHC) if at all possible. The Nurse is an employee of the University of Illinois Chicago (UIC) School of Medicine. The UIC School of Medicine shall be responsible for any personnel issues with the Nurse. Remedies shall communicate with the UIC School of Medicine Administrator and Medical Director on all personnel matters related to the Nurse. The Nurse shall act at the direction of Remedies as it relates to detainees on methadone at the Facility. In addition to providing methadone to the Nurse, Remedies' MMHU will provide Medication-Assisted Recovery (MAR) services as specified below:

A. Medical services

- Filling prescription for methadone
- Assessment related to methadone
- Counseling related to methadone

B. Medication, Supplies and Equipment

The Sheriff shall be responsible for all costs of medication, supplies and equipment necessary to provide methadone at the Facility.

Remedies shall provide methadone medication when a detainee within the Facility reports receiving methadone through the MMHU at a day and time mutually agreed upon by both Parties.

C. Coordination. Facility Nurse and Facility staff will coordinate with Remedies to arrange the scheduling of detainees for assessment at the Facility or on the MMHU. The Sheriff will provide space for and storage for medications at no charge to Remedies. Facility Nurse will coordinate with the Sheriff and Remedies MMHU staff to ensure any unused methadone is returned to Remedies.

D. Post-Incarceration. Upon a detainee's release from the Facility, Remedies will arrange for the continuation of MAR Services at Remedies unless detainee attends another OTP. The Parties acknowledge and agree that the services provided to individuals post-incarceration by Remedies or another OTP are outside the scope of this MOA and shall be under the sole control and direction of Remedies, notwithstanding any terms in this MOA. The Parties further acknowledge and agree that Remedies is providing the services hereunder outside the scope of their own providers and administration.

2. Provider Personnel

A. Licensure and Certification. All Remedies staff providing services to detainees hereunder shall possess all required license(s) registration(s) and/or certification(s) necessary under Illinois law and shall be credentialed and privileged by Remedies in

accordance with Remedies policy, following the appropriate local, state (State Opioid Authority) and federal (DEA, SAMSHA) regulations specified and approved by the entities.

- B. Sheriff's Satisfaction with Personnel. Remedies shall not change staff provider services at the Facility without prior notice to the Sheriff.

The Sheriff shall screen Remedies proposed staff, employees, agents and subcontractors providing services at the Facility to ensure that they do not constitute a security risk. The Sheriff shall have final approval of Remedies staff, employees, agents and subcontractors in regards to security background clearance.

- C. Security. Remedies, the County and the Sheriff understand that adequate security services are necessary for the safety of agents, employees and subcontractors of Remedies as well as the security of detainees and the Sheriff staff, employees, and agents consistent with the correctional setting. The County and the Sheriff will provide sufficient security to enable Remedies to safely and adequately provide services as described in this Agreement.

### 3. Records

- A. Health Records. All medical/patient records and administrative records related to the performance of services shall be maintained by the Sheriff and shall remain the property of the Sheriff and within his custody and control at all times. This includes but is not limited to, any and all Remedies consent form or medical history forms which are distributed and or collected by the Sheriff and the Nurse. The Sheriff shall be responsible for maintenance, storage, confidentiality and retention of such records as required by law, including but not limited to, the *Health Insurance Portability and Accountability Act* (HIPAA) and any State health information laws, to the extent they are applicable. Each Party shall comply with all applicable federal and state laws relating to the confidentiality of individually identifiable information, disclosure of health records and shall perform the obligations of this MOA in accordance with such laws.

During this Agreement, and for a reasonable time following the termination of this Agreement, the Sheriff shall provide Remedies, at Remedies written request, to the Sheriff's detainee's medical record relating to the provision of methadone to the detainees in the Facility, to the extent the Sheriff has control of, access to, such records. Remedies may request such records in connection with the investigation of, or defense of, any claim by a third-party related to Remedies conduct or to prosecute a claim against a third-party. Any such information provided by the Sheriff to Remedies that the Sheriff considers confidential shall be kept confidential by Remedies and shall not, except as may be required by law, be distributed to any third-party without prior written approval by the Sheriff.

- B. Consents and Notices. County staff at the Facility and the Facility Nurse shall provide detainees with all notices and shall obtain the consents from detainees, necessary for the provision of the services hereunder and as required by law or ethics codes. Remedies will provide their own notices and consent forms too that need to be completed by detainee.
4. Terms and Termination. This Agreement will be in effect from the Effective Date of this Agreement and will be for an indefinite period with the same terms and conditions in effect. Either Party may terminate this Agreement at any time, with or without cause, by providing at least ninety (90) calendar days' prior written notice to the other Party.
5. Compensation. Remedies will provide MMHU MAR and related services without compensation by the Sheriff, while under the term of the MMHU grant funding. Remedies will bill for services as the detainee's benefit source or other State funding contracts allow.
6. Liability and Risk Management
- A. Liability Insurance. Each Party shall maintain their own liability insurance.
- B. Hold Harmless

Remedies agrees to defend, indemnify and hold the County of Winnebago, Illinois , including the Sheriff, the UIC School of Medicine and the Facility Nurse and their respective officers, elected officials, agents, servants and employees from any and all claims, actions, lawsuits, damages, judgments, liabilities and costs of any kind whatsoever, including without limitation attorney's fees and litigation expenses, arising solely out of (i) the negligent, reckless, willful or wanton acts and omission of Remedies, its agents, officers, employees, subcontractors, or independent contractors in the operation and maintenance of the aforesaid program of services, as conducted by Remedies employees, subcontractors, independent contractors and agents, (ii) tortious acts by Remedies, its employees, agents, subcontractors and independent contractors, (iii) personnel disputes of claims of whatsoever kind, including but not limited to, claims involving work place injuries, involving employees, subcontractors, independent contractors and agents of Remedies, (iv) noncompliance by Remedies, its agents, employees, subcontractors or independent contractors, with any applicable laws or regulations of any governmental authority having jurisdiction over the services provided pursuant to this Agreement; and (v) Remedies (including its employees, agents, subcontractors and independent contractors) performance of this Agreement and/or Remedies (including its employees, agents, subcontractors and independent contractors) violation of any of the terms and conditions of this Agreement. Notwithstanding the foregoing, Remedies will not be responsible for any claim, action, lawsuit, damages, judgement or liabilities to the extent it solely resulted

from the negligent, willful or wanton acts or omissions of the County, the Sheriff or their respective officers, agents, servants or employees. The County and/or the Sheriff shall within twenty-one (21) days, notify Remedies of any incident, claim or lawsuit of which the County and/or the Sheriff become aware and shall fully cooperate in the defense of such claim. Counsel provided for representation of the County and the Sheriff or their respective officers, employees and agents will be chosen by the Winnebago County State's Attorney's Office and Remedies shall be notified thereof. The County and the Sheriff may elect, at its own expense, to defend against or to join as co-counsel in any claim or lawsuit in which the County, the Sheriff or any agent, employee or officer is involved without waiving the defense indemnification and hold harmless provision set forth herein.

7. Miscellaneous

- A. Relationship to the Parties. In entering into this MOA, the Parties acknowledge that Remedies is an independent contractor. Nothing in this Agreement is intended nor shall be construed to create an agency relationship, an employer/employee relationship, a joint venture or general or limited partnership relationship among the Parties. Neither the County nor the Sheriff is liable for worker's compensation or underemployment compensation payments that may be required to be paid to Remedies officers, employees, subcontractors, independent contractors or agents.
- B. No Third-Party Beneficiary. This MOA is not intended and shall not be construed so as to grant, provide or confer any benefits, rights, privileges, claims, causes of action or remedies to any person or entity as a third-party beneficiary under any statutes, laws, codes ordinances or otherwise.
- C. Assignment and Subcontracting. Remedies shall not assign this Agreement to any other corporation without the express written consent of the County and the Sheriff, which consent shall not be unreasonably withheld. Any such assignment or subcontract shall include the obligations contained in this Agreement. Any assignment or subcontract shall not relieve Remedies of its independent obligation to provide the services and be bound by the requirements of this Agreement.
- D. Waiver of Breach. The waiver by any Party of a breach or violation of any provision of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach of the same or other provision hereof.
- E. Notices. Any notices to be sent pursuant to this MOA shall be sent to the Parties at the addresses below unless a Party notifies the other, in writing, of a change in address:

Remedies Renewing Lives  
C/O President/CEO  
215 Easton Parkway  
Rockford, IL 61108

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

- F. Force Majeure. The Parties to this MOA shall be excused from any performance required hereunder if such performance is rendered impossible or delayed due to any catastrophe or other major beyond their control, including, without limitation, war, riot, insurrection, strikes, lock-outs, serious labor disputes, floods, fires, explosions, hurricanes or other natural disasters.
  
- G. Governing Law. This Agreement and the rights and obligations of the Parties hereto shall be governed by, and construed according to, the laws of the State of Illinois, except as specifically noted. Venue for all actions related to this Agreement shall lie in Winnebago County, Illinois.
  
- H. Severability. In the event any provision of this Agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of this Agreement, which shall remain in full force and effect and enforceable in accordance with its terms.
  
- I. Entire Agreement/Amendment. This MOA represents the entire agreement between the County, Sheriff and Remedies and supersedes all prior negotiations, representations or agreements, whether written or oral. Any amendment to this MOA shall be in writing and signed by the Parties.

IN WITNESS WHEREOF, the Parties have caused this MOA to be executed by their duly authorized representatives.

**Remedies**

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

Name: Gary Halbach

Title: President/CEO

Date: \_\_\_\_\_

**Winnebago County Sheriff's Office**

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

Name: Gary Caruana

Title: Winnebago County Sheriff

Date: \_\_\_\_\_

**County of Winnebago, Illinois**

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

Name: Joseph V. Chiarelli

Title: Chairman of the County Board of the  
County of Winnebago, Illinois

Date: \_\_\_\_\_

ATTEST:

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

Name: Lori Gummow

Title: Clerk of the County Board of the  
County of Winnebago, Illinois

Date: \_\_\_\_\_



# Resolution Executive Summary

**Prepared By:** Jennifer Stacy, Animal Services Department  
**Committee:** Public Safety and Judiciary Committee  
**Committee Date:** February 17, 2026  
**Resolution Title:** Resolution Awarding a Veterinarian Services Agreement Between Winnebago County Animal Services and Shelter Vet-On-The-Go, PLLC  
**Board Meeting Date:** February 26, 2026

## Budget Information:

<b>Was item budgeted?</b> Yes	<b>Appropriation Amount:</b> \$100,000
<b>If not, explain funding source:</b>	
<b>ORG/OBJ/Project Code:</b> 77000-41120	

**Background Information:** The Winnebago County Animal Services Department has a signed offer for a full time Veterinarian with a start date of June 1, 2026. To ensure compliance on providing continued medical treatment, the team has previously worked with Shelter Vet-On-The-Go, PLLC to support the needs of the facility.

The agreement allows for 3 times per week and 4 hours per visit, which is billed in the sum of \$3,600 bi-monthly. If additional services are needed the facility has the ability to request additional support at an hourly rate of \$150 per/hour. Further, the services outlined in this agreement will be in addition to the services provided by the hired full-time veterinarian.

The services provided by Shelter Vet-On-The-Go, PLLC helps to alleviate the strain of resources and stress of the animals requiring spay/neuter surgeries travelling to Madison, Wisconsin by providing this service at the facility, as well as some additional medical treatment that would be provided at an off-site veterinary clinic.

In order to keep the required treatments provided to the animals and to assist with a high demand within the community of additional services such as Trap/Neuter/Return (TNR) and/or rabies vaccine clinics for low-income residents, the department would like to enter into a two-year agreement for Veterinarian services with Shelter Vet On-The-Go, PLLC.

**Recommendation:** Jennifer Stacy, Animal Services Administrator, recommends awarding a two-year agreement with Shelter Vet On-The-Go, PLLC.

**Contract/Agreement:** See Resolution Exhibit A.

**Legal Review:** The State's Attorney's Office has reviewed the agreement.

**Follow-Up:** Updates can be provided as requested by the Committee and/or County Board

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

Sponsored by: Brad Lindmark, Committee Chairman  
Submitted by: Public Safety and Judiciary Committee

**2026 CR \_\_\_\_\_**

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**RESOLUTION AWARDING A VETERINARIAN SERVICES AGREEMENT  
BETWEEN WINNEBAGO COUNTY ANIMAL SERVICES AND SHELTER VET-ON-  
THE-GO, PLLC**

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

**WHEREAS**, the County of Winnebago Animal Services Department (Animal Services) has a signed offer for a full-time veterinarian with a start date of June 1,2026; and

**WHEREAS**, Animal Services has contracted with Shelter Vet-On-The-Go, PLLC for the past year and would like to continue to utilize these services to alleviate the strain of resources and stress of the animals requiring spay/neuter surgeries traveling to Madison, Wisconsin by providing this service to the facility, as well as some additional medical treatment that would be provided at an off-site veterinary clinic; and

**WHEREAS**, due to the fact that Animal Services still needs the services provided by this company because there is no current staff at Animal Services that possesses the licenses for necessary medical treatment and vaccines for shelter animals and also will still need assistance when the full-time veterinarian starts working at the facility this qualifies as an Emergency Procurement based on section 2-357 (f) of the County Purchasing Ordinance: Emergency procurements. Notwithstanding any other provisions of this division, the procurement of goods, services, or construction items when there exists a threat to public health, welfare, or safety, or to prevent or minimize serious disruption of government services, shall be considered an "emergency"; and

**WHEREAS**, Animal Services would like to continue in a two-year agreement extension with Shelter Vet On-The-Go, PLLC for veterinary services; and

**WHEREAS**, the Public Safety and Judiciary Committee of the County Board for the County of Winnebago, Illinois, has reviewed the Service Agreement with Shelter Vet On-The-Go, PLLC, **Exhibit A**, and recommends awarding a two-year agreement; and

**WHEREAS**, the Public Safety and Judiciary Committee of the County Board for the County of Winnebago, Illinois, has determined that the funding for the aforementioned shall be as follows in the attached agreement, Exhibit A.

**NOW, THEREFORE, BE IT RESOLVED**, by the County Board of the County of Winnebago, Illinois that the County Board Chairman is authorized to accept and execute, on behalf of the County of Winnebago, Illinois, a two-year Agreement with SHELTER VET-ON-THE-GO, PLLC, 646 SHILOH ROAD, ROCKFORD, ILLINOIS 61107.

**BE IT FURTHER RESOLVED**, that this Resolution shall be in full force and effect 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 Animal Services Administrator, Director of Purchasing, Finance Director, County Board Office, and County Auditor.

Respectfully submitted,  
**Public Safety and Judiciary Committee**

**AGREE**

**DISAGREE**

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BRAD LINDMARK, CHAIR

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BRAD LINDMARK, CHAIR

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AARON BOOKER

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AARON BOOKER

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ANGIE GORAL

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ANGIE GORAL

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KEVIN MCCARTHY

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KEVIN MCCARTHY

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TIM NABORS

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TIM NABORS

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CHRIS SCROL

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CHRIS SCROL

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MICHAEL THOMPSON

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MICHAEL THOMPSON

The above and foregoing Resolution was adopted by the County Board of the County of Winnebago, Illinois this \_\_\_\_ day of \_\_\_\_\_ 2026.

ATTESTED BY:

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

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



**Shelter Vet On-the-Go, PLLC**

646 Shiloh Road  
Rockford, IL 61107  
DrBridgetHolck@gmail.com  
(815) 980-9426

**Winnebago County Animal Services**

4517 North Main Street  
Rockford, IL 61103  
JStacy@wcas.wincoil.gov  
(815) 319-4100

# SERVICE AGREEMENT

Shelter Vet On-the-Go, PLLC (hereinafter "SVO") shall provide veterinary services to Winnebago County Animal Services (hereinafter "CLIENT") pursuant to the terms and conditions herein. This contract is effective from April 1, 2026 through March 31, 2028 and shall continue in full force and effect unless or until canceled by either party, as set forth in the Terms and Conditions.

SVO agrees to provide veterinary services at CLIENT's location three times per week for four hours per visit (hereafter "REGULAR TIME") during the term of this Agreement. CLIENT agrees to pay SVO the sum of \$3,600 bi-monthly for such REGULAR TIME. Hours which are in addition to such REGULAR TIME (hereinafter "ADDITIONAL TIME") shall be invoiced to CLIENT separately and shall be paid pursuant to the Illinois' Local Government Prompt Payment Act, 50 ILCS 505/1 et seq. The ADDITIONAL TIME shall be billed at the rate set forth below. SVO shall not provide ADDITIONAL TIME unless requested and APPROVED by CLIENT. Discounts shall be given for any given week SVO is not present on site for the full scheduled REGULAR TIME.

Description	Quantity	Unit Price	Total
Veterinary Services		\$150 / hr	

Materials ordered under the license of the SVO veterinarian can only be used under the direct orders of such licensed veterinarian. Any controlled substances ordered using the on-site veterinarian's licenses can only be used under the direct supervision of such licensed veterinarian. Failure to comply with these parameters will be cause for immediate termination of this service agreement.

The undersigned CLIENT hereby agrees to the foregoing schedule and payment structure and further represents that they have read, understand, and agree to all terms and conditions included with this Agreement.

Signed:  Shelter Vet On-the-Go, PLLC representative

Signed: \_\_\_\_\_ CLIENT representative

Date: \_\_\_\_\_



# **TERMS AND CONDITIONS**

## **SHELTER VET ON-THE-GO, PLLC**

**1. INSURANCE.** The parties to the Agreement shall each maintain their own professional liability insurance policies at not less than the minimum required amounts pursuant to Illinois statutes. SVO shall maintain adequate worker's compensation insurance as well as all necessary automobile policies.

**2. CANCELTION.** Either party can terminate the Agreement for any reason by giving not less than thirty (30) days written notice to the other party.

**3. INDEMNIFICATION.** SVO hereby agrees to indemnify and hold the Client, Winnebago County, Illinois, and the Client and Winnebago County's employees and elected and appointed officials free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities to the extent caused by the negligent act, error or omission of Dr. Bridget Holck, and/or SVO officers, employees and representatives, in the performance of Dr. Bridget Holck's and/or SVO's duties set forth in these Terms and Conditions and in the Service Agreement signed by SVO and the Client.

**4. PROFESSIONAL CONDUCT.** SVO officers and employees shall conduct themselves in a professional manner at all times while at CLIENT's premises and present themselves appropriately during their hours of service.

**5. EQUIPMENT.** CLIENT shall work directly with SVO in ensuring that CLIENT has available to it proper and necessary equipment, as well as adequate exam and prep areas available to allow SVO to perform the contemplated veterinary services.

**6. RIGHT TO REFUSE.** SVO maintains the right, in SVO's sole discretion, to refuse to address any injury or perform any procedure for CLIENT and CLIENT's animals. SVO will make all decisions regarding the procedures and treatments to be carried out and shall make all efforts to get CLIENT's approval for any deviation from standard procedures prior to making such deviations. However, SVO shall have the right to take extraordinary measures without CLIENT's approval if, in the professional opinion of SVO, such procedures are necessary.

**7. LATE CHARGES.** All invoices are subject to the Illinois' Local Government Prompt Payment Act, 50 ILCS 505/1 et seq.

**8. JURISDICTION AND VENUE.** In the event that either party seeks to enforce their rights under this Agreement, such suit shall be governed by the laws of the State of Illinois and the case shall be brought in the 17th Judicial Circuit Courts of Winnebago County, Illinois.

**9. NO AGENCY.** SVO shall at all times under this Agreement be an independent contractor and in no way considered an employee of CLIENT.

**10. COSTS.** Neither party shall have the authority to bind the other to any contract, cost, or expense without the express written authority of the other party.

**11. ALTERNATE SCHEDULING.** SVO shall have the right, with the approval of the CLIENT, to substitute days and times of the REGULAR HOURS on an equal basis.

**12. NO ASSIGNMENT OR AMENDMENT.** This Agreement may not be amended or assigned without the express written permission and agreement of both parties hereto.

# TERMS AND CONDITIONS

## SHELTER VET ON-THE-GO, PLLC

**13. CONTRACT TERMINATION.** Upon termination or cancellation of this contract, client shall cease any use of SVO's license, and any further use of the medications obtained through SVO shall be used at CLIENT'S sole risk. This provision shall survive the termination of this contract.



# **Unfinished Business**

**Operations &  
Administrative  
Committee**



# Resolution Executive Summary

## For CIP Projects

**Prepared By:** Purchasing Department for Facilities  
**Committee Name:** Operations & Administrative Committee  
**Committee Date:** February 5, 2026  
**Board Date:** February 12, 2026  
**Resolution Title:** Resolution Awarding Upper Roof Replacement at the Juvenile Justice Center Using CIP 2026 Funds

### Budget Information

<b>Budgeted? YES</b>	<b>Amount Budgeted?</b> \$100,000
<b>If not, originally budgeted, explain the funding source?</b>	
<b>If ARPA or CIP funded, original Board approved amount?</b>	\$100,000
<b>Over or Under approved amount? OVER</b>	<b>By:</b> \$2,740
<b>Reason for CIP increase?</b> N/A	
<b>ORG/OBJ/Project Codes:</b> 82200-46320- <b>Descriptor:</b> CIP PSST 26	
<b>Budget Impact?</b> \$102,740	

**Background Information:** The roof at the Juvenile Justice Center is approximately 20+ years old and based on its current condition new membranes, flashing and insulation replacement is necessary. The upper-level roof was submitted to be replaced using CIP 26 funds.

In May of 2024, the Purchasing Department went out for Re-Bid #24B-2346 to replace a portion of the lower-level roof at the Juvenile Justice Center. This project yielded (9) bids with the lowest bid received from McDermaid Roofing and Insulating Co. (See Resolution Exhibit A).

The Invitation to Bid was emailed to 34 potential bidders and local suppliers. It was also publicly advertised in the RRStar and on the County website. A mandatory pre-bid meeting was held which yielded 12 attendees representing 11 companies.

**Recommended By:** Facilities Department

**Follow-Up Steps:** Purchasing will prepare the Purchase Order to McDermaid Roofing and Insulating Co. 1229 Kishwaukee Street, Rockford, IL for \$102,740.

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

Sponsored by: Paul Arena

Submitted by: Operations and Administrative Committee

**2026 CR**

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**RESOLUTION AWARDING UPPER ROOF REPLACEMENT AT THE JUVENILE JUSTICE CENTER USING CIP 2026 FUNDS**

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**WHEREAS**, the Code of Ordinances for the County of Winnebago, Illinois, provides as in Section 2-357 (b) (1), Conditions for use. All procurements whose value equals or exceeds the competitive bidding threshold of \$30,000.00 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**, Juvenile Justice Center building is in need of replacing the upper-level roof; and,

**WHEREAS**, the County went out for Bid #25B-2450 Roof Replacement at Juvenile Justice Center; and,

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

**MCDERMAID ROOFING AND INSULATING CO.  
1229 KISHWAUKEE STREET  
ROCKFORD, ILLINOIS 61104**

**NOW, THEREFORE, BE IT RESOLVED**, by the County Board of the County of Winnebago, Illinois, that the Director of Purchasing is authorized to issue a County Purchase Order, on behalf of the County of Winnebago, in the amount of \$102,740 to McDermaid Roofing and Insulating Co., Rockford, IL 61104.

**BE IT FURTHER RESOLVED**, that this Resolution shall be in full force and effective immediately upon its adoption and the Clerk of the County Board is hereby authorized to prepare and deliver certified copies of this Resolution to the Director of Court Services, Juvenile Detention Center Administrator, Director of Purchasing, Finance Director, Facilities Director, 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 \_\_\_\_\_ 2026.

ATTESTED BY:

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

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



# WINNEBAGO COUNTY

— ILLINOIS —

## BID TAB

### 25B-2450 UPPER ROOF REPLACEMENT AT JUVENILE JUSTICE CENTER

**BID OPENING - JANUARY 26, 2026 @ 10:00 AM**

VENDOR NAME	MCDERMAID ROOFING AND INSULATING CO. ROCKFORD, IL	DISTINCTIVE ROOFING, INC. ROCKFORD, IL	HC ANDERSON ROOFING CO. INC. ROCKTON, IL
PRICE FOR MATERIALS	\$44,665.00	\$45,000.00	\$85,632.00
PRICE FOR LABOR	\$58,075.00	\$47,000.00	\$80,000.00
PRICE FOR SQ. FT. INSULATION (TO REPLACE DAMAGED INSULATION)	\$4.75	\$4.05	NONE GIVEN
LEAD DAYS FOR MATERIALS	14 DAYS	30 DAYS	14 DAYS
NUMBER OF DAYS TO COMPLETE WORK	14 DAYS	15 DAYS	13 DAYS
PROJECT TOTAL COST	\$102,740.00	\$116,620.00	\$165,632.00

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



# WINNEBAGO COUNTY

ILLINOIS

## BID TAB

### 25B-2450 UPPER ROOF REPLACEMENT AT JUVENILE JUSTICE CENTER

BID OPENING - JANUARY 26, 2026 @ 10:00 AM

VENDOR NAME	CPR ROOFING INC. LOVES PARK, IL	PROVANTAGE WATERPROOFING SAINT CHARLES, IL	TAZA CONSTRUCTION DBA TILES IN STYLES SOUTH HOLLAND, IL
PRICE FOR MATERIALS	\$68,287.00	\$87,000.00	\$159,100.00
PRICE FOR LABOR	\$74,367.00	\$100,000.00	\$90,400.00
PRICE FOR SQ. FT. INSULATION (TO REPLACE DAMAGED INSULATION)	\$4.25	\$8.00	\$4.20
LEAD DAYS FOR MATERIALS	15 DAYS	14 DAYS	28 DAYS
NUMBER OF DAYS TO COMPLETE WORK	14 DAYS	7 DAYS	20 DAYS
PROJECT TOTAL COST	\$142,654.00	\$187,000.00	\$249,500.00



# WINNEBAGO COUNTY

— ILLINOIS —

## BID TAB

### 25B-2450 UPPER ROOF REPLACEMENT AT JUVENILE JUSTICE CENTER

BID OPENING - JANUARY 26, 2026 @ 10:00 AM

VENDOR NAME	STERLING COMMERCIAL ROOFING STERLING, IL	BP ROOFING SOLUTIONS LOVES PARK, IL	L MARSHALL, INC. GLENVIEW, IL
PRICE FOR MATERIALS	\$62,516.00	\$91,725.00	\$60,000.00
PRICE FOR LABOR	\$88,184.00	\$54,625.00	\$137,000.00
PRICE FOR SQ. FT. INSULATION (TO REPLACE DAMAGED INSULATION)	\$4.25	NONE GIVEN	\$10.00
LEAD DAYS FOR MATERIALS	14 DAYS	14 DAYS	21 DAYS
NUMBER OF DAYS TO COMPLETE WORK	10 DAYS	5 DAYS	13 DAYS
PROJECT TOTAL COST	\$150,700.00	\$146,350.00	\$197,000.00

Juvenile Justice Center  
211 S. Court Street Rockford, IL 61101

Upper Roof Replacement – Highlighted in Red Below



# **New Business**

# **Announcements & Communications**



# WINNEBAGO COUNTY

— ILLINOIS —

## Announcements & Communications

Date: February 26, 2026

Item: Correspondence to the Board

Prepared by: County Clerk Lori Gummow

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

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

**Background:** The items listed below were received as correspondence.

1. County Clerk Gummow received from the United States Nuclear Regulatory Commission the following:
  - a. Monthly Federal Register Notice-Applications and Amendments to Facility Operating Licenses and Combined Licenses Involving No Significant Hazards Considerations-Publication Date: February 17, 2026.
  - b. Braidwood Station, Units 1 and 2; and Byron Station, Unit Nos. 1 and 2-Issuance of Amendment Nos. 245, 245, 243 and 243 to Adopt Technical Specifications Task Force Travelers TSTF 286, TSTF 471, and TSTF 571 (EPID L-2025-LLA-0050)
  - c. Constellation Energy Generation, LLC Fleet-Request to Use a Provision of a Later Edition of the American Society of Mechanical Engineers Boiler and Pressure Vessel Code, Section XI (EPID L-2025-LLR-0088)
2. County Clerk Gummow received a Monthly Report from the Winnebago County Clerk and Winnebago County Recorder's Office for December, 2025 and January, 2026.
3. County Clerk Gummow received from Theresa Grennan, Winnebago County Treasurer the following:
  - a. Investment Report - as of February 1, 2026
  - b. Winnebago County Treasurer Bank Balances – January, 2026
  - c. Collateralization Report – as of January 31, 2026

**Adjournment**