



# WINNEBAGO COUNTY

— ILLINOIS —

## AGENDA

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

**Thursday, May 14, 2026**  
**6:00 p.m.**

1. **Call to Order** ..... Chairman Joseph Chiarelli
2. **Invocation and Pledge of Allegiance**.....Board Member Freddy De La Trinidad
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 – Juvenile Detention Center updates with Debbie Jarvis and Julie McCray-Grotto
  - C. Public Hearings – None
  - D. Public Participation – Mary Ann Smith, Greenwood Cemetery, Pro
6. **Approval of Minutes**..... Chairman Joseph Chiarelli
  - A. Approval of April 9, 2026 minutes
  - B. Layover of April 23, 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 ESDA Grant Additional Funding to be Laid Over

- 3. Ordinance for a Budget Amendment for Public Safety Building Roof Replacement to be Laid Over
- B. Zoning Committee ..... **Jim Webster, Committee Chairman**  
 Planning and/or Zoning Requests:
  - 1. Committee Report
- C. Economic Development Committee ..... **John Sweeney, Committee Chairman**
  - 1. Committee Report
  - 2. Resolution Authorizing Execution of a Development Agreement with the Village of New Milford for a \$280,000 Host Fee Loan Pursuant to the Economic Development, Business Incentive and Host Fee Program Policy
  - 3. Resolution to Grant Fifty Thousand Dollars (\$50,000) from Host Fees to the International Women’s Baseball Center (IWBC) for Hosting the 2026 Women’s Baseball World Cup Group Stage
  - 4. Resolution Authorizing a Program Development and Administrative Services Agreement for the Property Assessed Clean Energy (PACE) Program by and Between the County of Winnebago, Illinois and Slipstream Group, Inc.
- D. Operations and Administrative Committee ..... **Paul Arena, Committee Chairman**
  - 1. Committee Report
  - 2. Ordinance Amending Chapter 62, Article VI, Division 3 [Leaves of Absence] of the Winnebago County Code of Ordinances to be Laid Over
  - 3. Resolution Awarding Purchase of Ford Expedition for Coroner’s Office Using Fee Funds Cost: \$81,038
- E. Public Works Committee..... **Dave Tassoni, Committee Chairman**
  - 1. Committee Report
- F. Public Safety and Judiciary Committee.....**Brad Lindmark, Committee Chairman**
  - 1. Committee Report

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

**Appointments read in on April 23, 2026**

- A. Durand Sanitary District: Annual Compensation: \$500
  - 1. David Waller (Reappointment), Durand, Illinois, to serve a 3-year term expiring May 2029
- B. Hulse Cemetery Association: Annual Compensation: none
  - 1. Karen Donoho (Reappointment), Davis Junction, Illinois, to serve a 6-year term expiring May 2032
  - 2. Thomas Doherty (Reappointment), Rockford, Illinois, to serve a 6-year term expiring May 2032

**Finance Committee**

- A. Ordinance for a Budget Amendment for State’s Attorney VOCA Grant Renewal Laid Over from April 23, 2026 Meeting

- B. Ordinance for a Budget Amendment for Deferred Prosecution Grant Renewal Laid Over from April 23, 2026 Meeting.

**Zoning Committee**

- A. Z-06-25 A Map Amendment to Rezone 2.08 +/- Acres from the RA, Rural Agricultural Residential District to the AG, Agricultural Priority District for the Property that is Commonly Known as 6540 Valley Trail Road, Rockford, Il 61109 In Cherry Valley Township, District 11, ZBA: Approval (6-0), ZC: Approval (6-0), LESA: NA, LRMP 2030 Map: YES, Laid Over from April 23, 2026 Meeting
- B. SU-07-25 A Special Use Permit for a Campground (Renewal) in the AG, Agricultural Priority District for the Property that is Commonly Known as 6540 Valley Trail Road, Rockford, Il 61109 In Cherry Valley Township, District 11, ZBA: Approval w/ZBA conditions (6-0), ZC: Approval w/ZBA conditions (6-0), LESA: NA, LRMP 2030 Map: NA, Laid Over from April 23, 2026 Meeting
- C. V-04-25 A Variation of Section 7.7.1, Table 7.2, AG District, to allow a Minimum of 90 Feet of Lot Frontage / Width on a Public Road / Building Setback Line instead of the Required Minimum of 250 Feet for the Property that is Commonly Known as 6540 Valley Trail Road, Rockford, Il 61109 In Cherry Valley Township, District 11, ZBA: Approval w/conditions (6-0), ZC: Approval w/conditions (7-0), LESA: NA, LRMP 2030 Map: NA, Laid Over from April 23, 2026 Meeting

**Economic Development Committee**

- A. Resolution Granting Authority to the Winnebago County Board Chairman to Execute the Documents Necessary to Complete a Loan for \$75,000 from the Revolving Loan Fund to Barber Law, LLC Laid Over from April 23, 2026 Meeting

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

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

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

- A. Correspondence (see packet)

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

**Next Meeting: Thursday, May 28, 2026**

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

# **Approval of Minutes**

**REGULAR ADJOURNED MEETING  
WINNEBAGO COUNTY BOARD  
APRIL 9, 2026**

1. Chairman Pro Tem Arena Called to Order the Regular Adjourned Meeting of the Winnebago County Board for Thursday, April 9, 2026 at 6:00 p.m.
2. Board Member Booker gave the invocation and led the Pledge of Allegiance.
3. Agenda Announcements: None
4. Roll Call: 14 Present. 5 Absent. (Board Members Arena, Booker, Butitta, De La Trinidad, Fellars, Goral, Hanserd, Hoffman, McCarthy, Penney, Scrol, Tassoni, Dr. M. Thompson, and Webster. (Board Members Lindmark, Nabors, Sweeney, R. Thompson, and Valdez were absent.)

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

Board Member R. Thompson joined remotely at 6:04 p.m.

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

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

**APPROVAL OF MINUTES**

6. Chairman Pro Tem Arena entertained a motion to approve the Minutes. Board Member Hoffman made a motion to approve County Board Minutes of March 12, 2026 and layover County Board Minutes of March 26, 2026, seconded by Board Member Penney. Motion was approved by a unanimous vote of all members present. (Board Members Lindmark, Nabors, Sweeney, and Valdez were absent.)

**CONSENT AGENDA**

7. Chairman Pro Tem Arena entertained a motion to approve the Consent Agenda for April 12, 2026. Board Member Penney made a motion to approve the Consent Agenda which includes the

Raffle Report and Auditor's Report, seconded by Board Member McCarthy. Motion was approved by a unanimous vote of all members present. (Board Members Lindmark, Nabors, Sweeney, and Valdez were absent.)

### APPOINTMENTS

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

Board Member Penney read in for the first reading of Agenda Items A. thru. C.

**A. Durand Sanitary District, Annual Compensation: \$500**

1. David Waller (Reappointment), Durand, Illinois, to serve a 3-year term expiring May 2029

**B. Hulse Cemetery Association, Annual Compensation: None**

1. Karen Donoho (Reappointment), Davis Junction, Illinois, to serve 6-year term expiring May 2032
2. Thomas Doherty (Reappointment), Rockford, Illinois, to serve a 6-year term expiring May 2032

**C. Northwest Fire Protection District, Annual Compensation: \$1,000**

1. Greg Gill (Reappointment), Machesney Park, Illinois, to serve a 3-year term expiring May 2028
2. Charles Barnes (Reappointment), Rockford, Illinois, to serve a 3-year term expiring May 2029

### REPORTS FROM STANDING COMMITTEES

#### FINANCE COMMITTEE

9. No Report.

#### ZONING COMMITTEE

10. Please see under Unfinished Business.

#### ECONOMIC DEVELOPMENT COMMITTEE

11. Board Member Fellars announced the Economic Development Committee will meet Monday, April 13, 2026.

### **OPERATIONS & ADMINISTRATIVE COMMITTEE**

12. Board Member Hanserd made a motion to approve a Resolution Awarding Purchase of Network and Infrastructure Equipment for Public Safety Building Using Owner-Direct Funds, seconded by Board Member Penney. Motion was approved by a unanimous vote of all members present. (Board Members Lindmark, Nabors, Sweeney, and Valdez were absent.)
13. Board Member Hanserd made a motion to approve a Resolution Awarding purchase of an Asset Tractor Weapon Locker Storage System for the Winnebago County Sheriff's Office Using CIP 2026 Funds, seconded by Board Member Hoffman. Motion was approved by a unanimous vote of all members present. (Board Members Lindmark, Nabors, Sweeney, and Valdez were absent.)
14. Board Member Hanserd made a motion to approve a Resolution Declaring Vacancy in Winnebago County Board District 6, seconded by Board Member Dr. M. Thompson. Motion was approved by a unanimous vote of all members present. (Board Members Lindmark, Nabors, Sweeney, and Valdez were absent.)

### **PUBLIC WORKS COMMITTEE**

15. Board Member Tassoni announced the Public Works Committee will meet Tuesday, April 14, 2026.

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

16. No Report.

### **UNFINISHED BUSINESS**

#### 17. **Zoning Committee**

1. Board Member Webster made a motion to approve an Ordinance Granting Site Approval for a 10 MW Commercial Solar Energy Facility (aka a Solar Farm) on a 140.43 +/- Acre Site Commonly known as 8114 Spring Creek Road (PINS: 12-11-226-001 & 12-12-101-003), Rockford, IL 61114 in Rockford Township, District 8, ZBA: Denial (3-4), ZC: Approval (3-2), LESA: NA, LRMP 2030 Map: NO, Laid Over from March 26, 2026 Meeting, seconded by Board Member Penney. Motion was approved by a roll call vote of 9 yes and 6 no votes. (Board Members Booker, Butitta, McCarthy, Dr. M. Thompson, R. Thompson, and Webster voted no.) (Board Members Lindmark, Nabors, Sweeney, and Valdez were absent.)
2. Board Member Webster made a motion to approve SU-01-26 A Special Use Permit for a Shooting Range / Club (Amendment of current SUP) in the AG, Agricultural Priority District for the property that is commonly known as 3660 Harrison Road, Rockford, IL 61101 in Burritt Township, District 1, ZBA: Approval w/ZBA conditions (7-0), ZC: Approval w/ZC

conditions (5-0), LESA: NA, LRMP 2030 Map: NA, Laid Over from March 26, 2026 Meeting, seconded by Board Member McCarthy. Motion was approved by a unanimous vote of all members present. (Board Members Lindmark, Nabors, Sweeney, and Valdez were absent.) Discussion by Board Members Board Member Penney and Webster.

3. Board Member Webster made a motion to approve V-02-26 A Variation of Section 23.8.4 to Waive the Off-Street Parking Surfacing Requirements to enable Parking on a Grass Surface for the property that is commonly known as 3660 Harrison Road, Rockford, IL 61101 in Burritt Township, District 1, ZBA: Approval w/conditions (7-0), ZC: Approval w/conditions (5-0), LESA: NA, LRMP 2030 Map: NA, Laid Over from March 26, 2026 Meeting, seconded by Board Member Penney. Motion was approved by a unanimous vote of all members present. (Board Members Lindmark, Nabors, Sweeney, and Valdez were absent.)
4. Board Member Webster made a motion to approve V-03-26 A Variation of Section 23.8.5 to Waive the Off-Street Parking Striping Requirements for the property that is commonly known as 3660 Harrison Road, Rockford, IL 61101 in Burritt Township, District 1, ZBA: Approval w/conditions (7-0), ZC: Approval w/conditions (5-0), LESA: NA, LRMP 2030 Map: NA, Laid Over from March 26, 2026 Meeting, seconded by Board Member Penney. Motion was approved by a unanimous vote of all members present. (Board Members Lindmark, Nabors, Sweeney, and Valdez were absent.)
5. Board Member Webster made a motion to approve V-04-26 A Variation of Section 7.7.1, Table 7.2, AG District, to Allow a Minimum of 50 Feet of Lot Frontage / Width on a Public Road / Building Setback Line instead of the Required 250 Feet for the property that is commonly known as 3660 Harrison Road, Rockford, IL 61101 in Burritt Township, District 1, ZBA: Approval w/conditions (7-0), ZC: Approval w/conditions (5-0), LESA: NA, LRMP 2030 Map: NA, Laid Over from March 26, 2026 Meeting, seconded by Board Member Penney. Motion was approved by a unanimous vote of all members present. (Board Members Lindmark, Nabors, Sweeney, and Valdez were absent.)
6. Committee Report – ZBA meeting 04/14/26, ZC meeting 04/22/26

### NEW BUSINESS

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

### ANNOUNCEMENTS & COMMUNICATION

19. County Clerk Gummow submitted the Items Listed Below as Correspondence which were “Placed on File” by Chairman Chiarelli:
  - A. County Clerk Gummow submitted from the United States Nuclear Regulatory Commission the following:
    - a. Acceptance of Constellation License Amendment RE: TSTF-585 (EPID L-2026-LLA-0033)
    - b. Federal Register/Vol. 91, No. 56/Tuesday, March 24, 2026/Notices

Board Member Penney complimented Chairman Pro Tem Arena on the meeting.

**ADJOURNMENT**

20. Chairman Pro Tem Arena entertained a motion to adjourn. County Board Member Webster moved to adjourn the meeting, seconded by Board Member Dr. M. Thompson. Motion was approved by a voice vote. (Board Members Lindmark, Nabors, Sweeney, and Valdez were absent.) Motion was approved by a unanimous vote of all members present. The meeting was adjourned at 6:15 p.m.

Respectfully submitted,



Lori Gummow

County Clerk

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**REGULAR ADJOURNED MEETING  
WINNEBAGO COUNTY BOARD  
APRIL 23, 2026**

1. Chairman Chiarelli Called to Order the Regular Adjourned Meeting of the Winnebago County Board for Thursday, April 23, 2026 at 6:00 p.m.
2. Board Member Butitta gave the invocation and led the Pledge of Allegiance.
3. Agenda Announcements: None
4. Roll Call: 17 Present. 2 Absent. (Board Members Arena, Booker, Butitta, De La Trinidad, Fellars, Goral, Hanserd, Hoffman, Lindmark, Nabors, Penney, Sweeney, Tassoni, Dr. M. Thompson, R. Thompson, Valdez, and Webster.) (Board Members McCarthy and Scrol were absent.)

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

5. Awards- None  
Presentations- None  
Public Hearings - None  
Public Participation - John Tac Brantley, Monks Mound Pyramid, Pro  
Keith Williams, Filing a Forman Complaint regarding Snow Removal, Con  
Lori Thompson, Carrie Lynn Children's Advocacy Center, Pro  
Nancy Edwardsen, Winnebago County Animal Services, Pro

Board member McCarthy arrived at 6:07 p.m.

**APPROVAL OF MINUTES**

6. Chairman Chiarelli entertained a motion to approve the Minutes. Board Member R. Thompson made a motion to approve County Board Minutes of March 26, 2026 and layover County Board Minutes of April 9, 2026, seconded by Board Member Booker. Motion was approved by a unanimous vote of all members present. (Board Member Scrol was absent.)

**CONSENT AGENDA**

7. Chairman Chiarelli entertained a motion to approve the Consent Agenda for April 23, 2026. Board Member Dr. M. Thompson made a motion to approve the Consent Agenda which includes

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

### APPOINTMENTS

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

Chairman Chiarelli entertained a motion to approve the appointment of Matthew J. Gabel. Board Member Arena 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 Member Scrol was absent.) Board member Arena moved to approve, seconded by Board Member Hanserd. Motion was approved by a unanimous vote of all members present. (Board Member Scrol was absent.)

- a. Matthew J. Gabel, Winnebago County Board District 6

### REPORTS FROM STANDING COMMITTEES

#### FINANCE COMMITTEE

9. Board Member Butitta read in for the first reading of an Ordinance for a Budget Amendment for State's Attorney VOCA Grant Renewal to be laid Over.
10. Board Member Butitta read in for the first reading on an Ordinance for a Budget Amendment for Deferred Prosecution Grant Renewal to be Laid Over.
11. Board Member Butitta made a motion to approve a Resolution Authorizing Wage Increases for Non-Bargaining Unit Employees of the County of Winnebago, Illinois, seconded by Board Member Hoffman. Discussion by Board Member Butitta. Motion was approved by a unanimous vote of all members present. (Board Member Scrol was absent.)
12. Board Member Butitta made a motion to approve a Resolution Authorizing the County of Winnebago Illinois' Participants in Opioid Litigation Settlements with Six (6) Remnant Defendants-Regional Distributor/Dispensers, seconded by Board Member Hanserd. Discussion by Board Member Butitta. Motion was approved by a unanimous vote of all members present. (Board Member Scrol was absent.)
13. Board Member Butitta made a motion to approve a Resolution Granting Public Safety Sales Tax Funding to the Children's Advocacy Center of Winnebago County (Carrie Lynn) To Support Renovations and its Co-Location at the Hart Building Located at 214 N. Church Street, Rockford, IL, seconded by Board Member Sweeney. Discussion by Board Member Butitta, Sweeney, Arena, Goral, and R. Thompson. Motion was approved by a unanimous vote of all members present. (Board Member Scrol was absent.)
14. Board Member Butitta read in for the first reading of an Ordinance for a Budget Amendment in Public Safety Sales Tax Funds to the Children's Advocacy Center of Winnebago County (Carrie

Lynn) for Renovations and Co-Location at the Hart Building to be Laid Over. Board Member Butitta made a motion to suspend the rules, seconded by Board Member Sweeney. Motion to suspend was approved by a unanimous vote of all members present. (Board Member Scrol was absent.) Board Member Butitta moved to approve the Ordinance, seconded Board Member Sweeney. Discussion by Board Member Butitta. Motion was approved by a unanimous vote of all members present. (Board Member Scrol was absent.)

### ZONING COMMITTEE

15. Board Member Webster read in for the first reading of Z-06-25 A Map Amendment to Rezone 2.08 "+-" Acres from the RA, Rural Agricultural Residential District to the AG, Agricultural Priority District for the Property that is Commonly Known as 6540 Valley Trail Road, Rockford, IL. 61109 In Cherry Valley Township, District 11, ZBA: Approval (6-0), ZC: TBD, LESA: NA, LRMP 2030 Map: YES, to be Laid Over.
16. Board Member Webster read in for the first reading of SU-07-25 A Special Use Permit for a Campground (Renewal) in the AG, Agricultural Priority District for the Property that is Commonly Known as 6540 Valley Trail Road, Rockford, IL. 61109 In Cherry Valley Township, District 11, ZBA: Approval w/ZBA conditions (6-0), ZC: TBD, LESA: NA, LRMP 2030 Map: NA, to be Laid Over.
17. Board Member Webster read in for the first reading of V-04-25 A Variation of Section 7.7.1, Table 7.2, AG District, to allow a Minimum of 90 Feet of Lot Frontage / Width on a Public Road / Building Setback Line instead of the Required Minimum of 250 Feet for the Property that is Commonly Known as 6540 Valley Trail Road, Rockford, IL. 61109 In Cherry Valley Township, District 11, ZBA: Approval w/conditions (6-0), ZC: TBD, LESA: NA, LRMP 2030 Map: NA, to be Laid Over.
18. Board Member Webster read in for the first reading of Z-02-26 A Map Amendment to Rezone 0.54 +- Acres from the AG, Agricultural Priority District to the R1, Single-Family Residential District for the Property that is Commonly Known as 7755 S. Main St., Rockford, Il 61102 in Rockford Township, District 9, ZBA: Approval (6-0), ZC: TBD, LESA: NA, LRMP 2030 Map: NO, to be Laid Over. Board Member Webster made a motion to suspend the rules, seconded by Board Member Goral. Motion to suspend was approved by a unanimous vote of all members present. (Board Member Scrol was absent.) Board Member Webster moved to approve the Ordinance, seconded by Board Member Hoffman. Discussion by Board Member Goral and Webster. The Motion was approved by a unanimous vote of all members present. (Board Member Scrol was absent.)
19. Committee Report - ZBA meeting 05/13/26, ZC meeting 05/27/26

### ECONOMIC DEVELOPMENT COMMITTEE

20. Board member Sweeney made a motion to approve a Resolution Granting Authority to the Winnebago County Board Chairman to Execute the Documents Necessary to Complete a Loan for \$25,000 from the Revolving Loan Fund to the All Seasons Diversified Service, Inc., seconded by Board Member Penney. Motion was approved by a unanimous vote of all members present. (Board Member Scrol was absent.)

21. Board Member Sweeney made a motion to layover a Resolution Granting Authority to the Winnebago County Board Chairman to Execute the Documents Necessary to Complete a Loan for \$75,000 from the Revolving Loan Fund to Barber Law, LLC, seconded by Board Member Dr. M. Thompson. Motion to layover was approved by a unanimous vote of all members present. (Board Member Scrol was absent.)

### OPERATIONS & ADMINISTRATIVE COMMITTEE

22. No Report.

### PUBLIC WORKS COMMITTEE

23. Board Member Tassoni made a motion to approve (26-022) Resolution Authorizing an Agreement with IMEG Consultants Corp. for Phase III Engineering for the Rehabilitation of the Roscoe Road Bridge (Section 18-00661-00-BR), seconded by Board Member R. Thompson. Discussion by Board Member Tassoni. Motion was approved by a unanimous vote of all members present. (Board Member Scrol was absent.)
24. Board Member Tassoni made a motion to approve (26-023) Resolution to Request Permission from IDOT for Intermittent Closure of Some State Highways for the Ironman 70.0 Rockford Event, seconded by Board Member McCarthy. Discussion by Board Member Tassoni. Motion was approved by a unanimous vote of all members present. (Board Member Scrol was absent.)
25. Board Member Tassoni made a motion to approve (26-024) Resolution Awarding a Bid for the Second Phase of Pecatonica Road Rehabilitation (Section: 24-00732-00-PV), seconded by Board Member Booker. Discussion by Board Member Tassoni. Motion was approved by a unanimous vote of all members present. (Board Member Scrol was absent.)

### PUBLIC SAFETY AND JUDICIARY COMMITTEE

16. No Report.

### UNFINISHED BUSINESS

17. Board Member Penney made a motion to approve appointments A. thru G. (as listed below.), seconded by Board Member Tassoni. Motion was approved by a unanimous vote of all members present. (Board Member Scrol was absent.)

#### **Appointments read in on March 26, 2026**

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

1. Doug Edwards (New Appointment), Rockford, Illinois, to serve a 3-year term expiring May 2029

#### **B. Cherry Valley Cemetery Association, Annual Compensation: None**

1. Cathy Patela (New Appointment), Cherry Valley, Illinois, to serve a 6-year term expiring May 2032
2. Sue Simonson (New Appointment), Cherry Valley, Illinois, to serve a 6-year term expiring 2032

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

1. Kirk Wilson (Reappointment), Rockton, Illinois, to serve 3-year term expiring April 2029
2. Marc Gasparini (Reappointment), Pecatonica, Illinois, to serve a 3-year term expiring April 2029

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

1. Rick Pollack (Reappointment), Rockford, Illinois, to serve a 3-year term expiring April 2029
2. Ben Bernsten (Reappointment), Rockford, Illinois, to serve a 3-year term expiring April 2029
3. Edward Grondzki (New Appointment), Machesney Park, Illinois, to serve a 3-year term expiring April 2029

**E. Harlem-Roscoe Fire Protection District, Annual Compensation: \$1,500**

1. John Donahue (Reappointment), Roscoe, Illinois, to serve a 3-year term expiring April 2029

**F. Northwest Fire Protection District, Annual Compensation: \$1,000**

1. Greg Gill (Reappointment), Machesney Park, Illinois to serve a 3-year term expiring May 2028
2. Charles Barnes (Reappointment), Rockford, Illinois to serve a 3-year term expiring May 2029

**G. New Milford Fire Protection District, Annual Compensation: \$1,000**

1. Doug Hayes (Reappointment), Rockford, Illinois, to serve a 3-year term expiring May 2029

**NEW BUSINESS**

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

**ANNOUNCEMENTS & COMMUNICATION**

19. Supervisor Klein submitted the Items Listed Below as Correspondence which were “Placed on File” by Chairman Chiarelli:
- A. Supervisor Klein received, from the United States Nuclear Regulatory Commission, A letter regarding Federal Register/Vol. 91, No. 71/Tuesday, April 14, 2026/Notices
  - B. Supervisor Klein received from Theresa Grennan, Winnebago County Treasurer, the following:
    - a. Investment Report - as of April 1, 2026
    - b. Winnebago County Treasurer Bank Balances – March, 2026
    - c. Collateralization Report – as of March 31, 2026

Board Member McCarthy announced the RAMI awards ceremony will be held next Thursday at the Hard Rock Casino.

Board Member Fellars reminded Board Members Statement of Economic Interests are to be filed in the County Clerk’s office by May 1<sup>st</sup> in order to be in compliance with the State law.

Board Member Valdez invited all to The Art Scene taking place April 24<sup>th</sup> -25<sup>th</sup>.

Board Member Booker spoke of the Reagan MTD and their success.

Board Member Penney reported he received many calls regarding sirens not working when the tornado warnings swept through the County. Discussion by Chairman Chiarelli and Sweeney.

Board Member De La Trinidad invited all to a Draft Watch party after the meeting and all proceeds with go to helping the youth in Winnebago County.

Board Member Tassoni announced this week is Nations Work Zone Awareness Week.

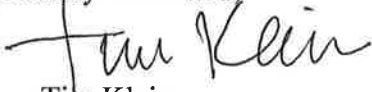
Board Member R. Thompson spoke of the significant storm damage in Roscoe area and acknowledged the clean-up teams who were on top of it.

Board Member Arena commended Chairman Chiarelli and staff for the response to the storm damage.

### ADJOURNMENT

20. Chairman Chiarelli entertained a motion by County Board Member Gabel to adjourn the meeting. The motion was seconded by Board Member Sweeney. The Motion was approved by a unanimous voice vote by all members present. (Board Member Scrol was absent.) The meeting was adjourned at 6:49 p.m.

Respectfully submitted,

A handwritten signature in black ink that reads "Tim Klein". The signature is written in a cursive style with a large initial "T" and "K".

Tim Klein  
Winnebago County Clerk Office Supervisor  
ar

# **Consent Agenda**

## RAFFLE APPLICATION REPORT

Presently the County Clerk's office has Raffle Applications submitted by  
**(enter the # of orgs.)** different organization for **(enter the # of raffles )** Raffles.

All applying organizations have complied with the requirements of the Winnebago  
 County Raffle Ordinance. All fees have been collected, bonds received and all  
 individuals involved with the raffles have received the necessary Sheriff's  
 Department clearance.

The Following Have Requested A <b>General License</b>				
LICENSE #	# OF RAFFLES	NAME OF ORGANIZATION	LICENSE DATES	AMOUNT
1070	1	GIGI'S PLAYHOUSE ROCKFORD	06/15/2026-06/15/2027	\$ 2,000.00
1071	1	GUISEPPE VERDI SOCIETY	05/15/26-05/15/2027	\$ 5,000.00
1072	1	CENTER FOR SIGHT & HEARING	6/22/2026	\$ 4,999.00
1073	1	GREG LINDMARK FOUNDATION	8/14/2026	\$ 2,500.00
1074	1	KNIGHTS OF COLUMBUS	05/15/2026-06/28/2026	\$ 2,500.00
1075	1	WINNEBAGO COUNTY CASA	5/16/2026	\$ 2,500.00
1076	1	2ND CITY CHORUS	6/20/2026	\$ 1,000.00
1077	1	HARLEM COMMUNITY CENTER	05/25/202-06/30/2026	\$ 2,500.00
The Following Have Requested a <b>Progressive Raffle License</b>				
LICENSE #	# OF RAFFLES	NAME OF ORGANIZATION	LICENSE DATES	AMOUNT
The Following Have Requested a <b>Poker Run License</b>				
LICENSE #	# OF RAFFLES	NAME OF ORGANIZATION	LICENSE DATES	AMOUNT

This concludes my report,

Deputy Clerk \_\_ Mary McRae \_\_\_\_\_

LORI GUMMOW  
 Winnebago County Clerk

Date \_\_ 05/14/2026 \_\_\_\_\_

RESOLUTION

TO THE HONORABLE COUNTY BOARD OF WINNEBAGO COUNTY:

Your County Auditor respectfully submits the following summarized report of the claims to be paid and approved:

	<u>FUND NAME</u>		<u>RECOMMENDED FOR PAYMENT</u>
001	GENERAL FUND	\$	1,076,573
101	PUBLIC SAFETY TAX	\$	2,803,301
103	DOCUMENT STORAGE FUND	\$	8,671
105	VITAL RECORDS FEE FUND	\$	1,417
106	RECORDERS DOCUMENT FEE FUND	\$	29,470
111	CHILDREN'S WAITING ROOM FUND	\$	9,133
114	911 OPERATIONS FUND	\$	107,792
115	PROBATION SERVICE FUND	\$	443
116	HOST FEE FUND	\$	5,250
123	STATE DRUG FORFEITURE ST ATTY	\$	3,045
126	LAW LIBRARY	\$	369
129	COUNTY AUTOMATION FUND	\$	6,526
131	DETENTION HOME	\$	15,681
141	WINGIS GEOR INFO SYSTEM (CO SHARE)	\$	30,864
146	SPECIALTY COURTS FUND	\$	670
155	MEMORIAL HALL	\$	5,311
161	COUNTY HIGHWAY	\$	90,865
162	COUNTY BRIDGE FUND	\$	2,969
163	FEDERAL AID MATCHING FUND	\$	318,179
164	MOTOR FUEL TAX FUND	\$	47,961
165	TOWNSHIP HIGHWAY FUND	\$	10,063
181	VETERANS ASSISTANCE FUND	\$	21,440
185	HEALTH INSURANCE	\$	1,828,725
194	TORT JUDGMENT & LIABILITY	\$	768,675
301	HEALTH GRANTS	\$	178,923
302	SHERIFF'S DEPT GRANTS	\$	115,055
304	PROBATION GRANTS	\$	62,133
309	CIRCUIT COURT GRANT FUND	\$	51,325
314	CJCC GRANTS FUND	\$	49,490
315	OPIOID SETTLEMENT FUND	\$	2,208
316	RURAL TRANSIT DISTRICT FUND	\$	21,227
401	RIVER BLUFF NURSING HOME	\$	253,012
410	ANIMAL SERVICES	\$	32,684
420	555 N COURT OPERATIONS FUND	\$	12,068
430	WATER FUND	\$	66
501	INTERNAL SERVICES	\$	14,195
743	CAPITAL PROJECTS FUND	\$	2,173,401
	TOTAL THIS REPORT	\$	<u>10,159,180</u>

The adoption of this report is hereby recommended:

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

ADOPTED: This 14th day of May 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:** May 7, 2026  
**Ordinance Title:** Ordinance for a Budget Amendment for ESDA Grant Additional Funding  
**Board Meeting Date:** May 14, 2026

## Budget Information:

Was item budgeted? No	Original Appropriation Amount: \$0
If not, explain funding source: State Grant Funding	
ORG/OBJ/Project Code: 22000-42115 (ESDA)/(Non-Capital Office Equipment)	
FY2026 Budget Impact: \$25,110	

**Background Information:** The ESDA (Emergency Svcs and Disaster Agency) office has historically received state funding through the Illinois Emergency Management Agency to provide training and exercise requirements associated with off-site disaster response and recovery from a Nuclear Power Plant accident. In November 2025, the office was notified of additional award funding for furnishing the training area. This budget amendment reflects a not to exceed amount for chairs.

**Recommendation:** Finance Department recommends approval

**Contract/Agreement:** Not applicable

**Legal Review:** Not applicable

**Follow-Up:** Not applicable

**2026 Fiscal Year**

Finance: May 7, 2026

Lay Over: May 14, 2026

Sponsored by:

**Final Vote: May 28, 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 ESDA Grant Additional Funding**

**WHEREAS,** The ESDA (Emergency Svcs and Disaster Agency) office has historically received state funding through the Illinois Emergency Management Agency to provide training and exercise requirements associated with off-site disaster response and recovery from a Nuclear Power Plant accident. In November 2025, the office was notified of additional award funding for furnishing the training area. This budget amendment reflects a not to exceed amount for chairs; 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 **#26-013 ESDA Grant Award.**

Respectfully Submitted,  
**FINANCE COMMITTEE**

**AGREE**

**DISAGREE**

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

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

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

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

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

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

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

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

\_\_\_\_\_  
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





# Ordinance Executive Summary

**Prepared By:** Steve Schultz  
**Committee:** Finance Committee  
**Committee Date:** May 7, 2026  
**Ordinance Title:** Ordinance for a Budget Amendment for PSB Roof Replacement  
**Board Meeting Date:** May 14, 2026

## Budget Information:

Was item budgeted? No	Original Appropriation Amount: \$0
If not, explain funding source: PSST Fund Balance	
ORG/OBJ/Project Code: 82200-46320-C2510 (CIP Building Improvement-Family Court Ctr Project)	
FY2026 Budget Impact: \$1,207,800	

**Background Information:** The Public Safety Building Roof is in need of a full replacement. Leaks are extremely prominent throughout the building; we have completed some patch work to get us through winter anticipating this full replacement on the late spring horizon. Staff worked with 1919 Architects to develop bid documents to issue a solicitation in February of 2026. It was determined multiple bid materials would be incorporated to determine the best replacement product and long-term warranty options. The base bid was TPO, with alternate bids for EPDM and PVC products. Six (6) companies participated in the mandatory walk-through yielding two (2) bids, See Resolution Exhibit A. Sterling Commercial Roofing is deemed the lowest and most qualified bidder. Based on further review and evaluation, it was determined to proceed with a TPO roof material product. The team further evaluated warranty options ultimately extending the base bid warranty from 20 years to 25 years for an additional \$44,220. Looking at options to extend the warranty in a TPO roof gave us a similar warranty if we used a PVC or EPDM material. A separate add alternate was also considered for the APEEL product to cover soffit areas visible from the windows only at \$2,800.

It is anticipated that this project will take 52 working days to complete. We anticipate this replacement to be completed during the design-build construction with minimal interruptions to the existing construction. It will also allow us to maintain a safe and secure construction zone since fencing is already creating a secure area for this roof replacement. A purchase order as well as an AIA agreement would be executed to facilitate this project. The construction attorney has reviewed this agreement.

**Recommendation:** Finance Department recommends approval

**Contract/Agreement:** Not applicable

**Legal Review:** Not applicable

**Follow-Up:** Not applicable

**2026 Fiscal Year**

Finance: May 7, 2026

Sponsored by:

Lay Over: May 14, 2026

**Final Vote: May 28, 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 PSB Roof Replacement**

**WHEREAS**, the Public Safety Building roof is in need of a full replacement. Leaks are prominent throughout the building and have been managed through patchwork. The project was bid in February 2026 and yielded two bidders. This project will be completed during the current design-build construction timeline with minimal interruptions; 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 **#26-014 PSB Roof Replacement**.

Respectfully Submitted,  
**FINANCE COMMITTEE**

**AGREE**

**DISAGREE**

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

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

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

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

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

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

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

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

\_\_\_\_\_  
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:		5/7/2027			AMENDMENT NO: 26-014			
DEPARTMENT:		PSST / CIP Funds			SUBMITTED BY: Steve Schultz			
FUND#:		0101-PSST Fund 0743-CIP Fund			40100 -PSST DEPT. BUDGET NO. 82200-CIP			
Department Org Number	Object (Account) Number	Project Number	Object (Account) Description	Adopted Budget	Amendments Previously Approved	Revised Approved Budget	Increase (Decrease)	Revised Budget after Approved Budget Amendment
<b>Expenditures</b>								
82200	46320	C2510	Building Improvements / Family Court	\$15,781,667	\$1,501,250	\$17,282,917	\$1,207,800	\$18,490,717
40100	49110		Transfer to Other Funds	\$15,671,741	\$1,501,250	\$17,172,991	\$1,207,800	\$18,380,791
<b>Revenue</b>								
82200	39110		Transfer from Other Funds	(\$15,673,070)	(\$1,666,794)	(\$17,339,864)	(1,207,800)	(\$18,547,664)
<b>TOTAL ADJUSTMENT:</b>							\$1,207,800	
<b>Reason budget amendment is required:</b>								
<b>Potential alternatives to budget amendment:</b>								
None								
<b>Impact to fiscal year 2026 budget: \$1,207,800</b>								
<b>Revenue Source:</b> PSST Fund Balance								



# WINNEBAGO COUNTY

ILLINOIS

## BID TAB

### 26B-2461 WINNEBAGO COUNTY PUBLIC SAFETY BUILDING REROOFING PROJECT

BID OPENING - MARCH 13, 2026 AT 10:00 AM

BID TAB		
VENDOR NAME	STERLING COMMERCIAL ROOFING a Tecta America Company, LLC. STERLING, IL	McDermaid Roofing and Insulating Company
Base Bid (TPO)	\$1,160,780	\$1,234,567
Alternate 1 (EPDM)	\$1,211,950	\$1,551,442
Alternate 2 (PVC)	\$1,195,000	\$1,415,155
Extended TPO Warranty (25 year)*	\$44,220	-
Optional APEEL Add-On	\$2,800	-
Base Bid (TPO) + Extended Warranty	\$1,207,800	-
LEAD DAYS FOR MATERIALS	15 WORKING DAYS	16 DAYS
NUMBER OF DAYS TO COMPLETE WORK	52 WORKING DAYS	42 DAYS

Untitled Map

Write a description for your map.

Legend

AREA 4-a not seen below

AREA 4-b not seen below

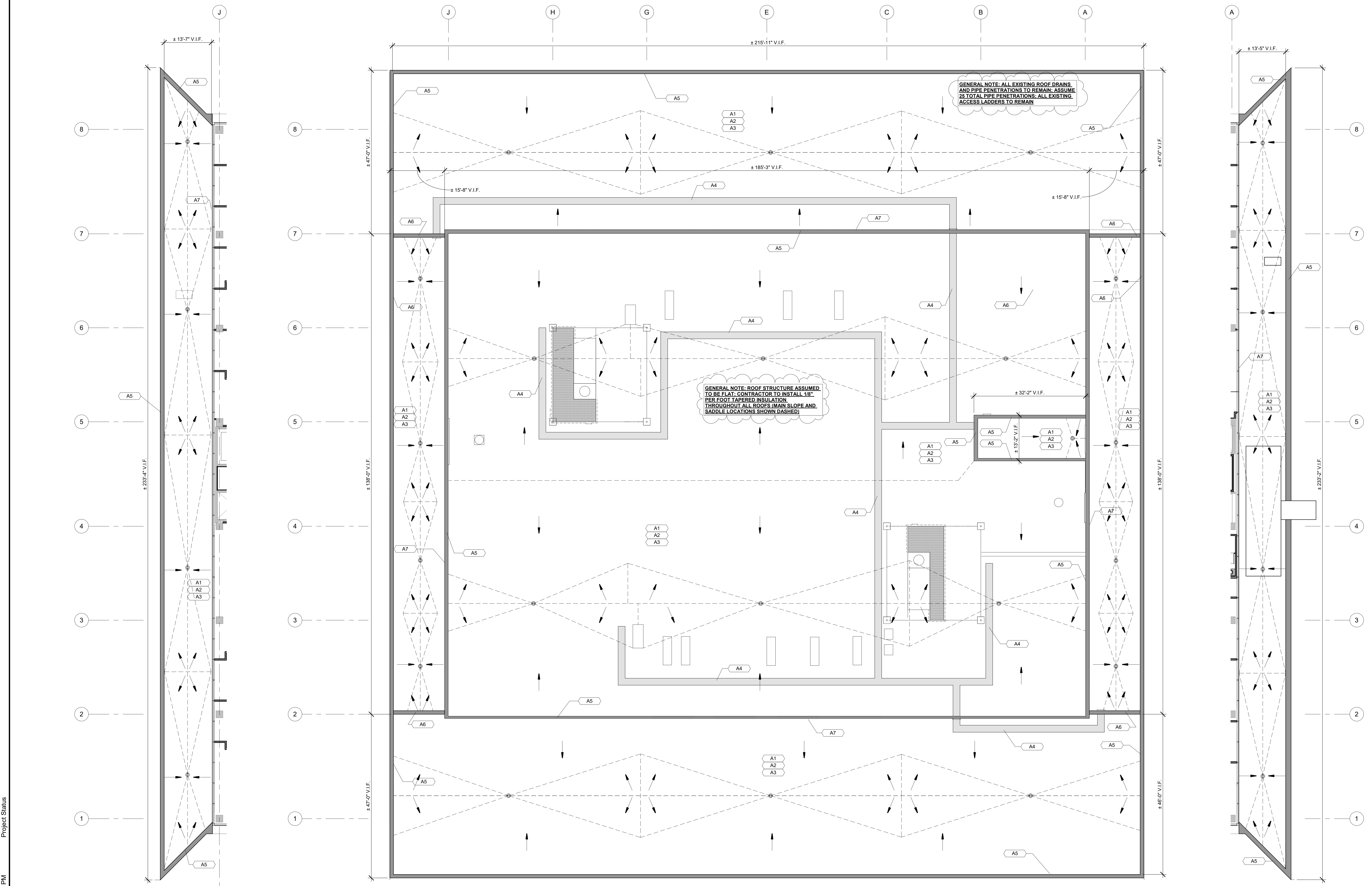


**NEW WORK KEYNOTE LEGEND**

Key Value	Keynote Text
A1	BASE BID: INSTALL NEW FULLY ADHERED 60 MIL (WHITE) TPO ROOF MEMBRANE ON ENTIRE ROOF; INSTALL NEW R-30 RIGID INSULATION ON ENTIRE ROOF; REPAIR EXISTING VAPOR BARRIER ON EXISTING CONCRETE DECK AS REQUIRED
A2	ALTERNATE BID 1: INSTALL NEW FULLY ADHERED 80 MIL (WHITE) EPDM ROOF MEMBRANE ON ENTIRE ROOF; INSTALL NEW R-30 RIGID INSULATION ON ENTIRE ROOF; REPAIR EXISTING VAPOR BARRIER ON EXISTING CONCRETE DECK AS REQUIRED
A3	ALTERNATE BID 2: INSTALL NEW FULLY ADHERED 80 MIL (WHITE) PVC ROOF MEMBRANE ON ENTIRE ROOF; INSTALL NEW R-30 RIGID INSULATION ON ENTIRE ROOF; REPAIR EXISTING VAPOR BARRIER ON EXISTING CONCRETE DECK AS REQUIRED
A4	INSTALL NEW WALK PADS AS SHOWN IN GRAY ON NEW ROOF MEMBRANE; PADS TO BE COMPATIBLE WITH SELECTED ROOF MEMBRANE MATERIAL
A5	INSTALL NEW COPING CAP ON ENTIRE PARAPET (SHADED DARK GRAY); SEE A102 FOR INSTALLATION DETAILS; ASSUME PARAPET HEIGHT OF 1'-5" FOR ENTIRE HIGH ROOF AREA
A6	INSTALL NEW COPING CAP ON ENTIRE PARAPET (SHADED DARK GRAY); SEE A102 FOR INSTALLATION DETAILS; ASSUME PARAPET HEIGHT OF 6'-4" FOR LOWER ROOF AREA
A7	EXTEND ROOF MEMBRANE UP WALL AND UNDER EXISTING THROUGH WALL FLASHING (SEE A102 FOR DETAILS)

GENERAL NOTE: ALL EXISTING ROOF DRAINS AND PIPE PENETRATIONS TO REMAIN; ASSUME 26 TOTAL PIPE PENETRATIONS; ALL EXISTING ACCESS LADDERS TO REMAIN

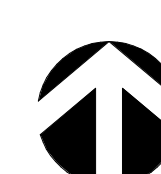
GENERAL NOTE: ROOF STRUCTURE ASSUMED TO BE FLAT; CONTRACTOR TO INSTALL 1/8" PER FOOT TAPERED INSULATION THROUGHOUT ALL ROOFS (MAIN SLOPE AND SADDLE LOCATIONS SHOWN DASHED)



3 LOW ROOF PLAN - WEST  
A101 3/32" = 1'-0"

1 MAIN ROOF PLAN Copy 1  
A101 3/32" = 1'-0"

2 LOW ROOF PLAN - EAST  
A101 3/32" = 1'-0"



# VERSIWELD® TPO

## TPO Membrane with APEEL™ Protective Film



As the industry leader in TPO membrane production and sales, Versico prides itself on a tradition of continuous innovation. With the introduction of VersiWeld TPO membrane with APEEL Protective Film, Versico continues to shape the evolution of the commercial roofing industry through the development of world-class products.

Versico's patented APEEL Protective Film guards the surface of TPO membrane from scuffs and dirt accumulation during installation, eliminating the need to clean the roof once the project is complete. Durable and easy to remove, APEEL Protective Film helps save time and labor, improves aesthetics and increases customer satisfaction. VersiWeld TPO membrane with APEEL Protective Film is ideal for re-roofing, re-cover, and new construction projects.



### Protection

Building owners and specifiers often select white TPO membrane because of its reflective, energy-saving properties. However, due to typical foot traffic and construction debris, white TPO can get dirty and scuffed during installation. APEEL Protective Film protects the surface of the TPO membrane, keeping it white, reflective, and un-scuffed until the installation is complete.

### Durability

APEEL Protective Film is designed to withstand the most intense heat and UV exposure without deteriorating. Versico's VersiWeld with APEEL Protective Film comes with a stress-free removal assurance stating that the APEEL Protective Film will not splinter during removal for a period of 90 days after installation.



# VERSIWELD TPO

TPO Membrane with APEEL Protective Film

## Easily Removable

APEEL Protective Film will stay in place until you are ready to take it off, at which time the 5-foot-wide strips are easily removed by a single person. Ideal adhesion levels allow the film to stay in place for months, resisting the effects of heat, UV exposure, rain, and wind. Once the film is removed, no residue remains on the TPO sheet, providing the building owner with a clean, white, reflective roof that will continue to resist dirt pick-up long after installation.

## Reduces Glare and Dries Quickly

The cool gray color of APEEL Protective Film reduces the glare that can make white TPO challenging to install on a sunny day. TPO membrane can become slippery when wet, especially in the morning when dew is present, but APEEL's gray color helps moisture dry faster, thus providing a dry surface more quickly.

## Time and Labor Savings

It is becoming common practice for building owners to request that their new TPO roof be cleaned before they pay for it. Today, roof cleaning is actually included in the specs for some national chain stores. The cost to pressure wash a TPO roof is typically between 15 and 75 cents per square foot, but with Versico VersiWeld TPO with APEEL Protective Film, there is no need to clean the roof after installation; simply remove the film, and the roof is ready for final inspection.



Durable and easy to remove, APEEL Protective Film improves aesthetics and long-term reflectivity and is ideal for re-roofing, re-cover, and new construction projects.

## Features and Benefits

- Tough protective film helps prevent scuffs and scratches on TPO membrane during the construction process
- Eliminates the need to clean the roof after installation
- Durable heat- and UV-resistant film will not splinter during removal
- Perfect adhesion level keeps the film in place until you remove it
- Film is easily removed by one person due to its manageable 5-foot-wide size
- Gray color helps the surface dry quickly and cuts down on glare



A SINGLE SOURCE FOR SINGLE-PLY ROOFING

Versico, PO Box 1289, Carlisle, PA 17013  
Tel: **800.992.7663** Fax: 717.960.4036 Web: **www.versico.com**

# **PROJECT MANUAL**

## **WINNEBAGO COUNTY PUBLIC SAFETY BUILDING REROOF**

Rockford, IL

Architect Project #26-17440

### **OWNER:**

Winnebago County  
404 Elm Street, Room 202  
Rockford, IL 61101

### **ARCHITECT:**

1919 Architects, P.C.  
4000 Morsay Drive,  
Rockford, IL 61107



February 19, 2026

**SECTION 00 0110**  
**TABLE OF CONTENTS**

**PROCUREMENT AND CONTRACTING REQUIREMENTS**

**1.01 DIVISION 00 -- PROCUREMENT AND CONTRACTING REQUIREMENTS**

- A. 00 0110 - Table of Contents

**SPECIFICATIONS**

**2.01 DIVISION 01 -- GENERAL REQUIREMENTS**

- A. 01 1000 – Owner’s Bid Documents
- Schedule of Events
  - General Conditions
  - Instruction to Bidders
  - Bid Form
  - Bid Pricing & Schedule
  - Bid Exception Form
  - Business References Form
  - Bidder’s Subcontractor Form
- B. 01 3000 - Administrative Requirements
- C. 01 4000 - Quality Requirements
- D. 01 6000 - Product Requirements
- E. 01 7800 - Closeout Submittals

**2.02 DIVISION 05 -- METALS**

- A. 05 1200 - Structural Steel Framing
- B. 05 3100 - Steel Decking

**2.03 DIVISION 07 -- THERMAL AND MOISTURE PROTECTION**

- A. 07 5400 – PVC Roof Membrane
- B. 07 5410 – EPDM Roof Membrane
- C. 07 5423 - Thermoplastic Polyolefin (TPO) Membrane Roofing
- D. 07 6200 - Sheet Metal Flashing and Trim
- E. 07 9200 - Joint Sealants

**END OF SECTION 00 0110**

**SECTION 01 3000**  
**ADMINISTRATIVE REQUIREMENTS**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Electronic document submittal service.
- B. Submittals for review, information, and project closeout.
- C. Number of copies of submittals.
- D. Submittal procedures.

**1.02 RELATED REQUIREMENTS**

- A. Section 01 7800 - Closeout Submittals: Project record documents; operation and maintenance data; warranties and bonds.

**PART 2 PRODUCTS - NOT USED**

**PART 3 EXECUTION**

**3.01 ELECTRONIC DOCUMENT SUBMITTAL SERVICE**

- A. All documents transmitted for purposes of administration of the contract are to be in electronic (PDF, MS Word, or MS Excel) format, as appropriate to the document, and transmitted via an Internet-based submittal service that receives, logs and stores documents, provides electronic stamping and signatures, and notifies addressees via email.
  - 1. Besides submittals for review, information, and closeout, this procedure applies to Requests for Interpretation (RFIs), progress documentation, contract modification documents (e.g. supplementary instructions, change proposals, change orders), applications for payment, field reports and meeting minutes, Contractor's correction punchlist, and any other document any participant wishes to make part of the project record.
  - 2. Contractor and Architect are required to use this service.
  - 3. It is Contractor's responsibility to submit documents in allowable format.
  - 4. Subcontractors, suppliers, and Architect's consultants will be permitted to use the service at no extra charge.
  - 5. Users of the service need an email address, internet access, and PDF review software that includes ability to mark up and apply electronic stamps (such as Adobe Acrobat, [www.adobe.com](http://www.adobe.com), or Bluebeam PDF Revu, [www.bluebeam.com](http://www.bluebeam.com)), unless such software capability is provided by the service provider.
  - 6. Paper document submittals will not be reviewed; emailed electronic documents will not be reviewed.
  - 7. All other specified submittal and document transmission procedures apply, except that electronic document requirements do not apply to samples or color selection charts.
- B. Submittal Service: The selected service is: ProCore (contact Ringland-Johnson)

**3.02 SUBMITTALS FOR REVIEW**

- A. When the following are specified in individual sections, submit them for review:
  - 1. Product data.
  - 2. Shop drawings.
  - 3. Samples for selection.
  - 4. Samples for verification.
- B. Submit to Architect for review for the limited purpose of checking for conformance with information given and the design concept expressed in the contract documents.
- C. Samples will be reviewed for aesthetic, color, or finish selection.
- D. After review, provide copies and distribute in accordance with SUBMITTAL PROCEDURES article below and for record documents purposes described in Section 01 7800 - Closeout Submittals.

### **3.03 SUBMITTALS FOR INFORMATION**

- A. When the following are specified in individual sections, submit them for information:
  - 1. Design data.
  - 2. Certificates.
  - 3. Test reports.
  - 4. Inspection reports.
  - 5. Manufacturer's instructions.
  - 6. Manufacturer's field reports.
  - 7. Other types indicated.
- B. Submit for Architect's knowledge as contract administrator or for Owner.

### **3.04 SUBMITTALS FOR PROJECT CLOSEOUT**

- A. Submit Correction Punch List for Substantial Completion.
- B. Submit Final Correction Punch List for Substantial Completion.
- C. When the following are specified in individual sections, submit them at project closeout in conformance to requirements of Section 01 7800 - Closeout Submittals:
  - 1. Project record documents.
  - 2. Operation and maintenance data.
  - 3. Warranties.
  - 4. Bonds.
  - 5. Other types as indicated.
- D. Submit for Owner's benefit during and after project completion.

### **3.05 NUMBER OF COPIES OF SUBMITTALS**

- A. Electronic Documents: Submit one electronic copy in PDF format; an electronically-marked up file will be returned. Create PDFs at native size and right-side up; illegible files will be rejected.
- B. Samples: Submit the number specified in individual specification sections; one of which will be retained by Architect.
  - 1. After review, produce duplicates.
  - 2. Retained samples will not be returned to Contractor unless specifically so stated.

### **3.06 SUBMITTAL PROCEDURES**

- A. General Requirements:

### **3.07 SUBMITTAL REVIEW**

- A. Submittals for Review: Architect will review each submittal, and approve, or take other appropriate action.
- B. Submittals for Information: Architect will acknowledge receipt and review. See below for actions to be taken.
- C. Architect's actions will be reflected by marking each returned submittal using virtual stamp on electronic submittals.
- D. Architect's and consultants' actions on items submitted for review:
  - 1. Authorizing purchasing, fabrication, delivery, and installation:
    - a. "Reviewed", or language with same legal meaning.
    - b. "Make Corrections Noted", or language with same legal meaning.
      - 1) At Contractor's option, submit corrected item, with review notations acknowledged and incorporated.
  - 2. Not Authorizing fabrication, delivery, and installation:
    - a. "Revise and Resubmit".
      - 1) Resubmit revised item, with review notations acknowledged and incorporated.
      - 2) Non-responsive resubmittals may be rejected.
    - b. "Rejected".
      - 1) Submit item complying with requirements of Contract Documents.

- E. Architect's and consultants' actions on items submitted for information:
  - 1. Items for which no action was taken:
    - a. "Received" - to notify the Contractor that the submittal has been received for record only.
  - 2. Items for which action was taken:
    - a. "Reviewed" - no further action is required from Contractor.

**END OF SECTION 01 3000**

**SECTION 01 4000**  
**QUALITY REQUIREMENTS**

**PART 1 GENERAL**

**1.01 REFERENCE STANDARDS**

- A. ASTM C1021 - Standard Practice for Laboratories Engaged in Testing of Building Sealants; 2008 (Reapproved 2014).
- B. ASTM C1077 - Standard Practice for Agencies Testing Concrete and Concrete Aggregates for Use in Construction and Criteria for Testing Agency Evaluation; 2016.
- C. ASTM D3740 - Standard Practice for Minimum Requirements for Agencies Engaged in the Testing and/or Inspection of Soil and Rock as Used in Engineering Design and Construction; 2012a.
- D. ASTM E329 - Standard Specification for Agencies Engaged in Construction Inspection, Testing, or Special Inspection; 2014a.
- E. ASTM E543 - Standard Specification for Agencies Performing Nondestructive Testing; 2015.
- F. IAS AC89 - Accreditation Criteria for Testing Laboratories; 2010.

**1.02 SUBMITTALS**

- A. See Section 01 3000 - Administrative Requirements, for submittal procedures.
- B. Design Data: Submit for Architect's knowledge as contract administrator for the limited purpose of assessing conformance with information given and the design concept expressed in the contract documents, or for Owner's information.
- C. Test Reports: After each test/inspection, promptly submit two copies of report to Architect and to Contractor.
  - 1. Include:
    - a. Date issued.
    - b. Project title and number.
    - c. Name of inspector.
    - d. Date and time of sampling or inspection.
    - e. Identification of product and specifications section.
    - f. Location in the Project.
    - g. Type of test/inspection.
    - h. Date of test/inspection.
    - i. Results of test/inspection.
    - j. Conformance with Contract Documents.
    - k. When requested by Architect, provide interpretation of results.
  - 2. Test report submittals are for Architect's knowledge as contract administrator for the limited purpose of assessing conformance with information given and the design concept expressed in the contract documents, or for Owner's information.
- D. Certificates: When specified in individual specification sections, submit certification by the manufacturer and Contractor or installation/application subcontractor to Architect, in quantities specified for Product Data.
  - 1. Indicate material or product conforms to or exceeds specified requirements. Submit supporting reference data, affidavits, and certifications as appropriate.
  - 2. Certificates may be recent or previous test results on material or product, but must be acceptable to Architect.
- E. Manufacturer's Instructions: When specified in individual specification sections, submit printed instructions for delivery, storage, assembly, installation, start-up, adjusting, and finishing, for the

Owner's information. Indicate special procedures, perimeter conditions requiring special attention, and special environmental criteria required for application or installation.

- F. Manufacturer's Field Reports: Submit reports for Architect's benefit as contract administrator or for Owner.
  - 1. Submit report in duplicate within 30 days of observation to Architect for information.
  - 2. Submit for information for the limited purpose of assessing conformance with information given and the design concept expressed in the contract documents.
- G. Erection Drawings: Submit drawings for Architect's benefit as contract administrator or for Owner.
  - 1. Submit for information for the limited purpose of assessing conformance with information given and the design concept expressed in the contract documents.
  - 2. Data indicating inappropriate or unacceptable Work may be subject to action by Architect or Owner.

### **1.03 QUALITY ASSURANCE**

- A. Testing Agency Qualifications:
  - 1. Prior to start of Work, submit agency name, address, and telephone number, and names of full time registered Engineer and responsible officer.

### **1.04 REFERENCES AND STANDARDS**

- A. For products and workmanship specified by reference to a document or documents not included in the Project Manual, also referred to as reference standards, comply with requirements of the standard, except when more rigid requirements are specified or are required by applicable codes.
- B. Conform to reference standard of date of issue current on date of Contract Documents, except where a specific date is established by applicable code.
- C. Obtain copies of standards where required by product specification sections.
- D. Maintain copy at project site during submittals, planning, and progress of the specific work, until Substantial Completion.
- E. Should specified reference standards conflict with Contract Documents, request clarification from Architect before proceeding.
- F. Neither the contractual relationships, duties, or responsibilities of the parties in Contract nor those of Architect shall be altered from the Contract Documents by mention or inference otherwise in any reference document.

### **1.05 TESTING AND INSPECTION AGENCIES AND SERVICES**

- A. Owner will employ services of an independent testing agency to perform certain specified testing; payment for cost of services will be derived from allowance specified in Section 01 2100; see Section 01 2100 and applicable sections for description of services included in allowance.
- B. Owner will employ and pay for services of an independent testing agency to perform other specified testing.
- C. Employment of agency in no way relieves Contractor of obligation to perform Work in accordance with requirements of Contract Documents.

## **PART 3 EXECUTION**

### **2.01 CONTROL OF INSTALLATION**

- A. Monitor quality control over suppliers, manufacturers, products, services, site conditions, and workmanship, to produce Work of specified quality.
- B. Comply with manufacturers' instructions, including each step in sequence.
- C. Should manufacturers' instructions conflict with Contract Documents, request clarification from Architect before proceeding.

- D. Comply with specified standards as minimum quality for the Work except where more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.
- E. Have Work performed by persons qualified to produce required and specified quality.
- F. Verify that field measurements are as indicated on shop drawings or as instructed by the manufacturer.
- G. Secure products in place with positive anchorage devices designed and sized to withstand stresses, vibration, physical distortion, and disfigurement.

## **2.02 TOLERANCES**

- A. Monitor fabrication and installation tolerance control of products to produce acceptable Work. Do not permit tolerances to accumulate.
- B. Comply with manufacturers' tolerances. Should manufacturers' tolerances conflict with Contract Documents, request clarification from Architect before proceeding.
- C. Adjust products to appropriate dimensions; position before securing products in place.

## **2.03 TESTING AND INSPECTION**

- A. See individual specification sections for testing and inspection required.
- B. Testing Agency Duties:
  1. Test samples of mixes submitted by Contractor.
  2. Provide qualified personnel at site. Cooperate with Architect and Contractor in performance of services.
  3. Perform specified sampling and testing of products in accordance with specified standards.
  4. Ascertain compliance of materials and mixes with requirements of Contract Documents.
  5. Promptly notify Architect and Contractor of observed irregularities or non-conformance of Work or products.
  6. Perform additional tests and inspections required by Architect.
  7. Attend preconstruction meetings and progress meetings.
  8. Submit reports of all tests/inspections specified.
- C. Limits on Testing/Inspection Agency Authority:
  1. Agency may not release, revoke, alter, or enlarge on requirements of Contract Documents.
  2. Agency may not approve or accept any portion of the Work.
  3. Agency may not assume any duties of Contractor.
  4. Agency has no authority to stop the Work.
- D. Contractor Responsibilities:
  1. Deliver to agency at designated location, adequate samples of materials proposed to be used that require testing, along with proposed mix designs.
  2. Cooperate with laboratory personnel, and provide access to the Work and to manufacturers' facilities.
  3. Provide incidental labor and facilities:
    - a. To provide access to Work to be tested/inspected.
    - b. To obtain and handle samples at the site or at source of Products to be tested/inspected.
    - c. To facilitate tests/inspections.
    - d. To provide storage and curing of test samples.
  4. Notify Architect and laboratory 24 hours prior to expected time for operations requiring testing/inspection services.
  5. Employ services of an independent qualified testing laboratory and pay for additional samples, tests, and inspections required by Contractor beyond specified requirements.
  6. Arrange with Owner's agency and pay for additional samples, tests, and inspections required by Contractor beyond specified requirements.

- E. Re-testing required because of non-conformance to specified requirements shall be performed by the same agency on instructions by Architect.
- F. Re-testing required because of non-conformance to specified requirements shall be paid for by Contractor.

**2.04 DEFECT ASSESSMENT**

- A. Replace Work or portions of the Work not conforming to specified requirements.

**END OF SECTION 01 4000**

**SECTION 01 6000**  
**PRODUCT REQUIREMENTS**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. General product requirements.
- B. Transportation, handling, storage and protection.
- C. Product option requirements.
- D. Substitution limitations.
- E. Maintenance materials, including extra materials, spare parts, tools, and software.

**1.02 RELATED REQUIREMENTS**

- A. Section 01 4000 - Quality Requirements: Product quality monitoring.

**1.03 SUBMITTALS**

- A. Proposed Products List: Submit list of major products proposed for use, with name of manufacturer, trade name, and model number of each product.
  - 1. Submit within 15 days after date of Agreement.
  - 2. For products specified only by reference standards, list applicable reference standards.
- B. Product Data Submittals: Submit manufacturer's standard published data. Mark each copy to identify applicable products, models, options, and other data. Supplement manufacturers' standard data to provide information specific to this Project.
- C. Shop Drawing Submittals: Prepared specifically for this Project; indicate utility and electrical characteristics, utility connection requirements, and location of utility outlets for service for functional equipment and appliances.
- D. Sample Submittals: Illustrate functional and aesthetic characteristics of the product, with integral parts and attachment devices. Coordinate sample submittals for interfacing work.
  - 1. For selection from standard finishes, submit samples of the full range of the manufacturer's standard colors, textures, and patterns.

**PART 2 PRODUCTS**

**2.01 NEW PRODUCTS**

- A. Provide new products unless specifically required or permitted by the Contract Documents.
- B. Where all other criteria are met, Contractor shall give preference to products that:
  - 1. If used on interior, have lower emissions, as defined in Section 01 6116.
  - 2. If wet-applied, have lower VOC content, as defined in Section 01 6116.
  - 3. Are extracted, harvested, and/or manufactured closer to the location of the project.
  - 4. Have longer documented life span under normal use.
  - 5. Result in less construction waste.
  - 6. Are made of vegetable materials that are rapidly renewable.
  - 7. Are made of recycled materials.
  - 8. If made of wood, are made of sustainably harvested wood, wood chips, or wood fiber.
  - 9. If bio-based, other than wood, are or are made of Sustainable Agriculture Network certified products.
  - 10. Are Cradle-to-Cradle Certified.
  - 11. Have a published Environmental Product Declaration (EPD).
  - 12. Have a published Health Product Declaration (HPD).
  - 13. Have a published GreenScreen Chemical Hazard Analysis.
  - 14. Have a published Manufacturer's Inventory of Chemical Content.

**2.02 PRODUCT OPTIONS**

- A. Products Specified by Reference Standards or by Description Only: Use any product meeting those standards or description.

- B. Products Specified by Naming One or More Manufacturers: Use a product of one of the manufacturers named and meeting specifications, no options or substitutions allowed.
- C. Products Specified by Naming One or More Manufacturers with a Provision for Substitutions: Submit a request for substitution for any manufacturer not named.

**2.03 MAINTENANCE MATERIALS**

- A. Furnish extra materials, spare parts, tools, and software of types and in quantities specified in individual specification sections.
- B. Deliver to Project site; obtain receipt prior to final payment.

**PART 3 EXECUTION**

**3.01 SUBSTITUTION LIMITATIONS**

**3.02 TRANSPORTATION AND HANDLING**

- A. Package products for shipment in manner to prevent damage; for equipment, package to avoid loss of factory calibration.
- B. If special precautions are required, attach instructions prominently and legibly on outside of packaging.
- C. Coordinate schedule of product delivery to designated prepared areas in order to minimize site storage time and potential damage to stored materials.
- D. Transport and handle products in accordance with manufacturer's instructions.
- E. Transport materials in covered trucks to prevent contamination of product and littering of surrounding areas.
- F. Promptly inspect shipments to ensure that products comply with requirements, quantities are correct, and products are undamaged.
- G. Provide equipment and personnel to handle products by methods to prevent soiling, disfigurement, or damage, and to minimize handling.
- H. Arrange for the return of packing materials, such as wood pallets, where economically feasible.

**3.03 STORAGE AND PROTECTION**

- A. Designate receiving/storage areas for incoming products so that they are delivered according to installation schedule and placed convenient to work area in order to minimize waste due to excessive materials handling and misapplication.
- B. Store and protect products in accordance with manufacturers' instructions.
- C. Store with seals and labels intact and legible.
- D. Store sensitive products in weather tight, climate controlled, enclosures in an environment favorable to product.
- E. For exterior storage of fabricated products, place on sloped supports above ground.
- F. Protect products from damage or deterioration due to construction operations, weather, precipitation, humidity, temperature, sunlight and ultraviolet light, dirt, dust, and other contaminants.
- G. Comply with manufacturer's warranty conditions, if any.
- H. Cover products subject to deterioration with impervious sheet covering. Provide ventilation to prevent condensation and degradation of products.
- I. Prevent contact with material that may cause corrosion, discoloration, or staining.
- J. Provide equipment and personnel to store products by methods to prevent soiling, disfigurement, or damage.
- K. Arrange storage of products to permit access for inspection. Periodically inspect to verify products are undamaged and are maintained in acceptable condition.

**END OF SECTION 01 6000**

**SECTION 01 7800**  
**CLOSEOUT SUBMITTALS**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Project Record Documents.
- B. Operation and Maintenance Data.
- C. Warranties and bonds.

**1.02 RELATED REQUIREMENTS**

- A. Section 01 3000 - Administrative Requirements: Submittals procedures, shop drawings, product data, and samples.
- B. Individual Product Sections: Specific requirements for operation and maintenance data.
- C. Individual Product Sections: Warranties required for specific products or Work.

**1.03 SUBMITTALS**

- A. Project Record Documents: Submit documents to Architect with claim for final Application for Payment.
- B. Operation and Maintenance Data:
  - 1. Submit two copies of preliminary draft or proposed formats and outlines of contents before start of Work. Architect will review draft and return one copy with comments.
  - 2. For equipment, or component parts of equipment put into service during construction and operated by Owner, submit completed documents within ten days after acceptance.
  - 3. Submit one copy of completed documents 15 days prior to final inspection. This copy will be reviewed and returned after final inspection, with Architect comments. Revise content of all document sets as required prior to final submission.
  - 4. Submit two sets of revised final documents in final form within 10 days after final inspection.
- C. Warranties and Bonds:
  - 1. For equipment or component parts of equipment put into service during construction with Owner's permission, submit documents within 10 days after acceptance.
  - 2. Make other submittals within 10 days after Date of Substantial Completion, prior to final Application for Payment.
  - 3. For items of Work for which acceptance is delayed beyond Date of Substantial Completion, submit within 10 days after acceptance, listing the date of acceptance as the beginning of the warranty period.

**PART 3 EXECUTION**

**2.01 PROJECT RECORD DOCUMENTS**

- A. Maintain on site one set of the following record documents; record actual revisions to the Work:
  - 1. Drawings.
  - 2. Specifications.
  - 3. Addenda.
  - 4. Change Orders and other modifications to the Contract.
  - 5. Reviewed shop drawings, product data, and samples.
  - 6. Manufacturer's instruction for assembly, installation, and adjusting.
- B. Ensure entries are complete and accurate, enabling future reference by Owner.
- C. Store record documents separate from documents used for construction.
- D. Record information concurrent with construction progress.
- E. Specifications: Legibly mark and record at each product section description of actual products installed, including the following:
  - 1. Changes made by Addenda and modifications.

- F. Record Drawings and Shop Drawings: Legibly mark each item to record actual construction including:
  - 1. Field changes of dimension and detail.
  - 2. Details not on original Contract drawings.

## **2.02 OPERATION AND MAINTENANCE DATA**

- A. Source Data: For each product or system, list names, addresses and telephone numbers of Subcontractors and suppliers, including local source of supplies and replacement parts.
- B. Product Data: Mark each sheet to clearly identify specific products and component parts, and data applicable to installation. Delete inapplicable information.
- C. Drawings: Supplement product data to illustrate relations of component parts of equipment and systems, to show control and flow diagrams. Do not use Project Record Documents as maintenance drawings.
- D. Typed Text: As required to supplement product data. Provide logical sequence of instructions for each procedure, incorporating manufacturer's instructions.

## **2.03 OPERATION AND MAINTENANCE DATA FOR MATERIALS AND FINISHES**

- A. For Each Product, Applied Material, and Finish:
  - 1. Product data, with catalog number, size, composition, and color and texture designations.
  - 2. Information for re-ordering custom manufactured products.
- B. Instructions for Care and Maintenance: Manufacturer's recommendations for cleaning agents and methods, precautions against detrimental cleaning agents and methods, and recommended schedule for cleaning and maintenance.
- C. Moisture protection and weather-exposed products: Include product data listing applicable reference standards, chemical composition, and details of installation. Provide recommendations for inspections, maintenance, and repair.
- D. Additional information as specified in individual product specification sections.
- E. Where additional instructions are required, beyond the manufacturer's standard printed instructions, have instructions prepared by personnel experienced in the operation and maintenance of the specific products.

## **2.04 OPERATION AND MAINTENANCE DATA FOR EQUIPMENT AND SYSTEMS**

- A. For Each Item of Equipment and Each System:
  - 1. Description of unit or system, and component parts.
  - 2. Identify function, normal operating characteristics, and limiting conditions.
  - 3. Include performance curves, with engineering data and tests.
  - 4. Complete nomenclature and model number of replaceable parts.
- B. Where additional instructions are required, beyond the manufacturer's standard printed instructions, have instructions prepared by personnel experienced in the operation and maintenance of the specific products.
- C. Panelboard Circuit Directories: Provide electrical service characteristics, controls, and communications; typed.
- D. Include color coded wiring diagrams as installed.
- E. Operating Procedures: Include start-up, break-in, and routine normal operating instructions and sequences. Include regulation, control, stopping, shut-down, and emergency instructions. Include summer, winter, and any special operating instructions.
- F. Maintenance Requirements: Include routine procedures and guide for preventative maintenance and trouble shooting; disassembly, repair, and reassembly instructions; and alignment, adjusting, balancing, and checking instructions.
- G. Provide servicing and lubrication schedule, and list of lubricants required.
- H. Include manufacturer's printed operation and maintenance instructions.

- I. Include sequence of operation by controls manufacturer.
- J. Provide original manufacturer's parts list, illustrations, assembly drawings, and diagrams required for maintenance.
- K. Additional Requirements: As specified in individual product specification sections.

## **2.05 ASSEMBLY OF OPERATION AND MAINTENANCE MANUALS**

- A. Assemble operation and maintenance data into durable manuals for Owner's personnel use, with data arranged in the same sequence as, and identified by, the specification sections.
- B. Where systems involve more than one specification section, provide separate tabbed divider for each system.
- C. Binders: Commercial quality, 8-1/2 by 11 inch (216 by 280 mm) three D side ring binders with durable plastic covers; 2 inch (50 mm) maximum ring size. When multiple binders are used, correlate data into related consistent groupings.
- D. Cover: Identify each binder with typed or printed title OPERATION AND MAINTENANCE INSTRUCTIONS; identify title of Project; identify subject matter of contents.
- E. Project Directory: Title and address of Project; names, addresses, and telephone numbers of Architect, Consultants, Contractor and subcontractors, with names of responsible parties.
- F. Tables of Contents: List every item separated by a divider, using the same identification as on the divider tab; where multiple volumes are required, include all volumes Tables of Contents in each volume, with the current volume clearly identified.
- G. Dividers: Provide tabbed dividers for each separate product and system; identify the contents on the divider tab; immediately following the divider tab include a description of product and major component parts of equipment.
- H. Text: Manufacturer's printed data, or typewritten data on 20 pound paper.
- I. Drawings: Provide with reinforced punched binder tab. Bind in with text; fold larger drawings to size of text pages.
- J. Arrangement of Contents: Organize each volume in parts as follows:
  - 1. Project Directory.
  - 2. Table of Contents, of all volumes, and of this volume.
  - 3. Operation and Maintenance Data: Arranged by system, then by product category.
    - a. Source data.
    - b. Product data, shop drawings, and other submittals.
    - c. Operation and maintenance data.
    - d. Field quality control data.
    - e. Photocopies of warranties and bonds.
  - 4. Design Data: To allow for addition of design data furnished by Architect or others, provide a tab labeled "Design Data" and provide a binder large enough to allow for insertion of at least 20 pages of typed text.

## **2.06 WARRANTIES AND BONDS**

- A. Obtain warranties and bonds, executed in duplicate by responsible Subcontractors, suppliers, and manufacturers, within 10 days after completion of the applicable item of work. Except for items put into use with Owner's permission, leave date of beginning of time of warranty until Date of Substantial completion is determined.
- B. Verify that documents are in proper form, contain full information, and are notarized.
- C. Co-execute submittals when required.
- D. Retain warranties and bonds until time specified for submittal.

**END OF SECTION 01 7800**

**SECTION 05 1200**  
**STRUCTURAL STEEL FRAMING**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Structural steel framing members.

**1.02 RELATED REQUIREMENTS**

- A. Section 05 2100 - Steel Joist Framing.
- B. Section 05 3100 - Steel Decking: Support framing for small openings in deck.
- C. Section 05 5000 - Metal Fabrications: Steel fabrications affecting structural steel work.

**1.03 REFERENCE STANDARDS**

- A. AISC (MAN) - Steel Construction Manual; 2017.
- B. AISC 303 - Code of Standard Practice for Steel Buildings and Bridges; 2016.
- C. ASTM A1011/A1011M - Standard Specification for Steel, Sheet and Strip, Hot-Rolled, Carbon, Structural, High-Strength Low-Alloy, High-Strength Low-Alloy with Improved Formability, and Ultra-High Strength; 2015.
- D. AWS A2.4 - Standard Symbols for Welding, Brazing, and Nondestructive Examination; 2012.
- E. IAS AC172 - Accreditation Criteria for Fabricator Inspection Programs for Structural Steel; International Accreditation Service, Inc; 2015.
- F. SSPC-SP 3 - Power Tool Cleaning; 1982 (Ed. 2004).

**1.04 SUBMITTALS**

- A. See Section 01 3000 - Administrative Requirements, for submittal procedures.
- B. Shop Drawings:
  - 1. Indicate profiles, sizes, spacing, locations of structural members, openings, attachments, and fasteners.
  - 2. Connections not detailed.
  - 3. Indicate welded connections with AWS A2.4 welding symbols. Indicate net weld lengths.
- C. Manufacturer's Mill Certificate: Certify that products meet or exceed specified requirements.
- D. Mill Test Reports: Indicate structural strength, destructive test analysis and non-destructive test analysis.
- E. Fabricator Test Reports: Comply with ASTM A1011/A1011M.
- F. Welders Certificates: Certify welders employed on the Work, verifying AWS qualification within the previous 12 months.
- G. Fabricator's Qualification Statement: Provide documentation showing steel fabricator is accredited under IAS AC172.

**1.05 QUALITY ASSURANCE**

- A. Fabricate structural steel members in accordance with AISC (MAN) "Steel Construction Manual."
- B. Fabricator Qualifications: A qualified steel fabricator that is accredited by the International Accreditation Service (IAS) Fabricator Inspection Program for Structural Steel in accordance with IAS AC172.
- C. Erector: Company specializing in performing the work of this section with minimum \_\_\_\_\_ years of documented experience.
- D. Design connections not detailed on the drawings under direct supervision of a Professional Structural Engineer experienced in design of this work and licensed in Illinois.

## **PART 2 PRODUCTS**

### **2.01 MATERIALS (REFER TO STRUCTURAL DRAWINGS FOR SPECIFICATIONS ON STRUCTURAL STEEL MEMBERS)**

### **2.02 FABRICATION**

- A. Shop fabricate to greatest extent possible.

### **2.03 FINISH**

- A. Prepare structural component surfaces in accordance with SSPC-SP 3.
- B. Shop prime structural steel members. Do not prime surfaces that will be fireproofed, field welded, in contact with concrete, or high strength bolted.

### **2.04 SOURCE QUALITY CONTROL**

- A. Provide shop testing and analysis of structural steel.

## **PART 3 EXECUTION**

### **3.01 EXAMINATION**

- A. Verify that conditions are appropriate for erection of structural steel and that the work may properly proceed.

### **3.02 ERECTION**

- A. Erect structural steel in compliance with AISC 303.
- B. Allow for erection loads, and provide sufficient temporary bracing to maintain structure in safe condition, plumb, and in true alignment until completion of erection and installation of permanent bracing.
- C. Do not field cut or alter structural members without approval of Architect.

### **3.03 TOLERANCES**

- A. Maximum Variation From Plumb: 1/4 inch (6 mm) per story, non-cumulative.
- B. Maximum Offset From True Alignment: 1/4 inch (6 mm).

### **3.04 FIELD QUALITY CONTROL**

- A. An independent testing agency will perform field quality control tests, as specified in Section 01 4000 - Quality Requirements.

**END OF SECTION 05 1200**

**SECTION 05 3100**  
**STEEL DECKING**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Roof deck.
- B. Bearing plates and angles.

**1.02 RELATED REQUIREMENTS**

- A. Section 03 3000 - Cast-in-Place Concrete: Concrete topping over metal deck.
- B. Section 04 2000 - Unit Masonry: Placement of anchors for bearing plates embedded in reinforced unit masonry.
- C. Section 05 1200 - Structural Steel Framing: Placement of embedded steel anchors for bearing plates in cast-in-place concrete.
- D. Section 05 5000 - Metal Fabrications: Steel angle concrete stops at deck edges.

**1.03 REFERENCE STANDARDS**

- A. ASTM A36/A36M - Standard Specification for Carbon Structural Steel; 2014.
- B. IAS AC172 - Accreditation Criteria for Fabricator Inspection Programs for Structural Steel; International Accreditation Service, Inc; 2015.
- C. SDI (DM) - Publication No.30, Design Manual for Composite Decks, Form Decks, and Roof Decks; 2007.

**1.04 SUBMITTALS**

- A. See Section 01 3000 - Administrative Requirements, for submittals procedures.
- B. Shop Drawings: Indicate deck plan, support locations, projections, openings, reinforcement, pertinent details, and accessories.
- C. Product Data: Provide deck profile characteristics, dimensions, structural properties, and finishes.
  - 1. Cellular Floor Deck Electrical Raceway System: Include conductor and cable fill capacities.
- D. Certificates: Certify that products furnished meet or exceed specified requirements.
- E. Submit manufacturer's installation instructions.
- F. Welders Certificates: Certify welders employed on the Work, verifying AWS qualification within the previous 12 months.
- G. Fabricator's Qualification Statement: Provide documentation showing steel fabricator is accredited under IAS AC172.

**1.05 QUALITY ASSURANCE**

- A. Design deck layout, spans, fastening, and joints under direct supervision of a Professional Structural Engineer experienced in design of this work and licensed in Illinois.

- B. Fabricator Qualifications: A qualified steel fabricator that is accredited by the International Accreditation Service (IAS) Fabricator Inspection Program for Structural Steel in accordance with IAS AC172.

## **PART 2 PRODUCTS**

### **2.01 MANUFACTURERS**

- A. Steel Deck:
  - 1. Canam Steel Corporation: [www.canam-steeljoists.ws](http://www.canam-steeljoists.ws).
  - 2. Cordeck, Inc: [www.cordeck.com](http://www.cordeck.com).
  - 3. Nucor-Vulcraft Group: [www.vulcraft.com](http://www.vulcraft.com).
  - 4. Substitutions: See Section 01 6000 - Product Requirements.

### **2.02 STEEL DECK (SEE STRUCTURAL DRAWINGS FOR SPECIFICATIONS)**

### **2.03 ACCESSORY MATERIALS**

- A. Bearing Plates and Angles: ASTM A36/A36M steel, galvanized per ASTM A123/A123M.

## **PART 3 EXECUTION**

### **3.01 EXAMINATION**

- A. Verify existing conditions prior to beginning work.

### **3.02 INSTALLATION**

- A. Erect metal deck in accordance with SDI Design Manual and manufacturer's instructions. Align and level.

**END OF SECTION 05 3100**

## **SECTION 07 5400 PVC ROOF MEMBRANE**

### **PART I GENERAL**

#### **1.01 DESCRIPTION**

**The Sure-Flex Adhered Roofing System** incorporates maximum 10' wide, 60-mil thick Polyester or Fiberglass reinforced Sure-Flex Polyvinyl Chloride (PVC) membrane (white). Carlisle Insulation is mechanically fastened to the roof deck or secured with an approved adhesive and the membrane is fully adhered to the substrate with Sure-Flex Low VOC Bonding Adhesive, Hydrobond Water-Based Adhesive, or CAV-GRIP PVC Aerosol Contact Adhesive. Adjoining sheets of membrane are overlapped and joined together with a minimum 1-1/2" wide heat weld.

#### **1.02 QUALITY ASSURANCE**

- A. This roofing system must be installed by a Carlisle Authorized Applicator in compliance with shop drawings as approved by Carlisle SynTec.
- B. Upon request, an inspection shall be conducted by a Field Service Representative of Carlisle to ascertain that the membrane roofing system has been installed according to Carlisle's published specifications and details applicable at the time of bid. This inspection is to determine whether a warranty shall be issued. It is not intended as a final inspection for the benefit of the owner.
- C. For specific code approvals achieved with this system, refer to Carlisle's PVC Code Approval Guide, DORA (Directory of Roof Assemblies), FM Approvals or UL Fire Resistance Directory for Roofing Materials and Systems.

#### **1.03 SUBMITTALS**

- A. To ensure compliance with Carlisle's minimum warranty requirements, the following projects should be forwarded to Carlisle for review prior to installation, preferably prior to bid.
  - 1. Air pressurized buildings, canopies, and buildings with large openings, cold storage buildings or freezer facilities, adhered roofing system projects over 100' in height or projects where the PVC membrane is expected to come in direct contact with petroleum-based products, waste products (i.e., grease, oil, animal fats, etc) and other chemicals.
- B. Shop drawings must be submitted to Carlisle by the Carlisle Authorized Roofing Applicator along with a completely executed Notice of Award (Page 1 of Carlisle's Request For Warranty form) for approval. Approved shop drawings are required for inspection of the roof and on projects where on-site technical assistance is requested.

#### **1.04 GENERAL DESIGN CONSIDERATIONS**

- A. It is the responsibility of the building owner or his/her designated representative to verify structural load limitation. In addition, a core cut may be taken to verify weight of existing components when the roofing system is to be specified on an existing facility.
- B. On new construction projects, especially in cold climate regions, moisture generated due to the construction process could adversely impact various components within the roofing assembly if not addressed. [Refer to Design Reference DR-01 "Construction Generated Moisture" included in the Carlisle Technical Manual.]
- C. On structural concrete decks, when a vapor retarder is not used, gaps in the deck along the perimeter and around penetrations must be sealed along with vertical joints between tilt-up panels, if present, to prevent infiltration of hot humid air and possible moisture contamination resulting from condensation. This is specifically important when adhesive is used to attach the roof insulation.

**CAUTION:** If left unaddressed, collected moisture could weaken insulation boards and facers resulting in a blow-off or increase the probability of mold growth.

- D. Vapor Retarders
  - 1. Carlisle does not require a vapor retarder for the protection of the membrane; however, it should be considered by the specifier for the protection of the roofing assembly (i.e. primarily insulation, underlayment and adhesives). The following criteria should be considered by the specifier:
    - a. Use of a vapor retarder to protect insulation and reduce moisture accumulation within an insulated roofing assembly, should be investigated by the specifier.
    - b. In the generally temperate climate of the United States, during the winter months, water vapor flows upward from a heated, more humid interior toward a colder, drier exterior. Vapor retarders are more commonly required in northern climates than in southern regions, where downward vapor pressure may be expected and the roofing membrane itself becomes the vapor retarder.

**1.05 WARRANTY**

**Table I Adhered Membrane Systems Warranty Options**

Years	Thermoplastic Membranes (Sure-Flex PVC)				
	55, 72, 80 or 90 mph	100 mph	110 to 120 mph	Minimum Membrane Thickness (4)	Additional Puncture Coverage
	Adhered	Adhered	Adhered		
5,10, or 15 year	√	√	√	Sure-Flex 50-mil (3)	Not Available - 80-mil Membrane Required
20 year	√(2)	√	√	Sure-Flex 60 mil (3)	Not Available - 80-mil Membrane Required
25 year (5)	√	√	N/A	Sure-Flex 80-mil (3)(1)	Available – See Below

Notes: N/A = Not Acceptable √= Acceptable

- (1) Sure-Flex PVC 60- or 80-mil membranes in Slate Gray are limited to Warranties Up to 20 Year.
- (2) HydroBond Adhesive may be used for projects with 20 year maximum warranty and wind speed coverage up to 90 mph.
- (3) Sure-Flex FRS membrane can be used in lieu of Sure-Flex Polyester reinforced membrane for Adhered Roofing Systems Only.
- (4) All “T-Joints” must be overlaid with appropriate flashing material when using 80-mil membrane.
- (5) Enhancements may be required for certain flashing details. Published details must be referenced for applicable requirements.

**Sure-Flex PVC Membrane**

**Hail**  
 -1” Dia. Hail Coverage requires a minimum of 60-mil PVC Adhered to cover board.  
 -2” Dia. Hail Coverage requires 80-mil PVC Adhered to cover board.

**Additional Design Requirement:**  
 -Cover board (SecurShield HD, SecurShield HD Plus, SecurShield HD or StormBase Composite, DensDeck Prime, or Securock – Adhered Only).

**Puncture**  
 -Minimum 60-mil PVC with Polyester Reinforcement.  
 -Carlisle’s Accidental Puncture Warranty covers labor hours and material used during the repair. Maximum labor and material hours are dependent upon system design. Refer to the Warranty Availability Quick Reference Guide for coverage.

**1.06 PRODUCT DELIVERY, STORAGE AND HANDLING**

- A. Deliver materials to the job site in the original, unopened containers labeled with the manufacturer's name, brand name and installation instructions.
- B. Store Sure-Flex membrane on provided pallets in original undisturbed plastic wrap.
- C. Job site storage temperatures in excess of 90°F may affect shelf life of curable materials (i.e., adhesives and sealants).
- D. When liquid adhesives and sealants are exposed to lower temperatures, restore to a minimum of 60°F before use.
- E. Do not store adhesive containers with opened lids due to loss of solvent, which will occur from flash off.

**1.07 JOB CONDITIONS**

- A. Refer to Carlisle Technical Manual for applicable project specific Job Conditions.

**PART II PRODUCTS**

## 2.01 GENERAL

The components of this roofing system are to be products of Carlisle or accepted by Carlisle as compatible. The installation, performance or integrity of products by others, **when selected by the specifier and accepted by Carlisle**, is not the responsibility of Carlisle and is **expressly disclaimed** by the Carlisle Warranty.

## 2.02 MEMBRANE

Sure-Flex (white) 60-mil (100' long) reinforced Polyvinyl Chloride (PVC) membrane is used for this system. Polyester Reinforced membrane is available in widths of 40.5", 5', 81" and 10' wide (white, gray and tan). Fiberglass Reinforced membrane is available in widths of 10' (white). For physical properties of the membrane, refer to Thermoplastic Specification.

## 2.03 RELATED MATERIALS

Carlisle Flexible FAST Adhesive, Sure-Flex Non-Reinforced Flashing, Reinforced Cover Strips, Cut Edge Sealant, Water Cut-Off Mastic, PVC Membrane Cleaner, One-Part Pourable Sealer, Heat Weldable Walkway Pads, Pre-Molded Inside/Outside Corners, Pipe Flashings, LIQUISEAL Liquid Flashing and Sealant Pockets.

## PART III EXECUTION

### 3.01 GENERAL

- A. When feasible, begin the application at the highest point of the highest roof level and work to the lowest point to prevent moisture infiltration and to minimize construction traffic on completed sections. This will include completion of all flashings, terminations and daily seals.
- B. Follow criteria outlined in the Sure-Flex Specification to prepare the roof deck or the existing substrate prior to application of the new roofing system.

### 3.02 ROOF DECK CRITERIA

- A. The proper substrate shall be provided by the building owner. The structure shall be sufficient to withstand normal construction loads and live loads.
- B. Defects in the roof deck must be reported and documented to the specifier, general contractor and building owner for assessment. The Carlisle Authorized Applicator shall not proceed with installation unless the defects are corrected.
- C. Refer to Carlisle Technical Manual for acceptable decks and the applicable Carlisle Fasteners (when mechanical attachment of insulation is specified).

### 3.03 SUBSTRATE PREPARATION

- A. On retrofit-recover projects, cut and remove wet insulation, as identified by the specifier, and fill all voids with new insulation so it is relatively flush with the existing surface.
- B. For all projects, substrate must be even without noticeable high spots or depressions, and must be free of accumulated water, ice or snow.
- C. Clear the substrate of debris and foreign material. Fresh bitumen based roof cement must be removed or concealed.

### 3.04 INSTALLATION

Refer to the applicable Safety Data Sheets and Technical Data Bulletins for cautions and warnings.

#### A. Insulation Attachment

- 1. Carlisle Flexible FAST Adhesive may be specified for insulation securement in full spray or beads with spacing as outlined in the Carlisle Technical Manual.
- 2. Carlisle Fasteners may be used, when specified, to secure Carlisle Insulation at the specified density outlined in the Carlisle Technical Manual.

#### B. Membrane Installation and Heat Welding

- 1. Sweep loose debris from the substrate.
- 2. Position Sure-Flex Membrane over acceptable substrate and fold membrane back so half the underside is exposed.

3. Apply membrane bonding adhesive as follows:
  - a. Apply Sure-Flex Low VOC Bonding Adhesive to the exposed underside of the membrane and the corresponding substrate area with a plastic core medium nap paint roller at the appropriate coverage rate. Allow adhesive to flash-off and roll coated membrane into coated substrate. Avoid wrinkling.
  - b. Apply Hydrobond Water-Based Adhesive to the exposed substrate with a roller or airless sprayer at the appropriate coverage rate. HydroBond is designed as a one-sided, "wet" lay-in adhesive with no flash-off time and the adhesive must not dry during the application process. Once the adhesive is applied, roll the membrane in place. Avoid wrinkling.
  - c. Apply CAV-GRIP PVC Aerosol Contact Adhesive to the exposed substrate area with supplied spray gun at the appropriate coverage rate. Allow to flash-off and roll membrane into coated substrate. Avoid wrinkling.
4. Brush down the bonded section of membrane immediately with a soft bristle push broom.
5. Fold back the unbonded half of the sheet and repeat the bonding procedure.
6. Install adjoining membrane sheets in the same manner, overlapping edges a minimum of 2 inches to provide for a minimum 1-1/2" hot air weld. It is recommended that all splices be shingled to avoid bucking of water.
7. Heat weld the membrane sheets a minimum of 1-1/2" with an Automatic Heat Welding Machine.

**C. Additional Membrane Securement**

The membrane must be secured at the perimeter of each roof level, roof section, expansion joint, curb, skylight, interior wall, penthouse, etc., at any angle change which exceeds 2" per horizontal foot and at all other penetrations in accordance with Carlisle's published details.

**D. Membrane Flashing**

Flash all walls and curbs with Sure-Flex reinforced membrane. Non-Reinforced membrane shall be limited to inside and outside corners, field fabricated pipe seals, scuppers and Sealant Pockets where the use of pre-molded accessories are not practical. Terminate the flashing in accordance with an appropriate Carlisle Termination Detail.

END OF SECTION

## SECTION 07 5410 EPDM ROOF MEMBRANE

### PART I GENERAL

#### 1.01 DESCRIPTION

**The Design “A” Adhered Roofing System** incorporates Sure-White (white) 60 mil Sure-Tough™ reinforced EPDM membrane. An acceptable insulation is mechanically fastened to the roof deck or adhered with Carlisle supplied urethane-based insulation adhesive or hot asphalt and the EPDM membrane is fully adhered to the insulation with Carlisle EPDM Bonding Adhesive (Sure-Seal Bonding Adhesive, Low-VOC Bonding Adhesive, Water Based Adhesive or CAV-GRIP III Low-VOC Adhesive). Adjoining sheets of EPDM membrane are spliced together using 3” or 6” wide SecurTAPE™ and Primer OR Factory-Applied TAPE (FAT™) and Primer. There are no maximum slope restrictions for the application of this roofing system.

#### 1.02 QUALITY ASSURANCE

- A. This roofing system must be installed by a Carlisle Authorized Roofing Applicator in compliance with shop drawings as approved by Carlisle SynTec.
- B. Upon request, an inspection shall be conducted by a Field Service Representative of Carlisle to ascertain that the membrane roofing system has been installed according to Carlisle’s published specifications and details applicable at the time of bid. This inspection is to determine whether a warranty shall be issued. It is not intended as a final inspection for the benefit of the owner.
- C. For specific code approvals achieved with this system, refer to Carlisle's EPDM Code Approval Guide, DORA (Directory of Roof Assemblies), FM Approvals or UL Fire Resistance Directory for Roofing Materials and Systems.

#### 1.03 SUBMITTALS

- A. To ensure compliance with Carlisle's minimum warranty requirements, the following projects should be forwarded to Carlisle for review prior to installation, preferably prior to bid.
  - 1. Air pressurized buildings, canopies, and buildings with large openings, cold storage buildings or freezer facilities, adhered roofing system projects over 100’ in height or projects where the EPDM is expected to come in direct contact with petroleum-based products, waste products (i.e., grease, oil, animal fats, etc.) and other chemicals.
- B. Shop drawings must be submitted to Carlisle by the Carlisle Authorized Roofing Applicator along with a completely executed Notice of Award (Page 1 of Carlisle's Request For Warranty form) for approval. Approved shop drawings are required for inspection of the roof and on projects where on-site technical assistance is requested.

#### 1.04 GENERAL DESIGN CONSIDERATIONS

- A. It is the responsibility of the building owner or his/her designated representative to verify structural load limitation. In addition, a core cut may be taken to verify weight of existing components when the roofing system is to be specified on an existing facility.
- B. On new construction projects, especially in cold climate regions, moisture generated due to the construction process could adversely impact various components within the roofing assembly if not addressed. [Refer to Design References DR-01-21 “Construction Generated Moisture” included in the Carlisle Technical Manual.]
- C. On structural concrete decks, when a vapor retarder is not used, gaps in the deck along the perimeter and around penetrations must be sealed along with vertical joints between tilt-up panels, if present, to prevent infiltration of hot humid air and possible moisture contamination resulting from condensation. This is specifically important when adhesive is used to attach the roof insulation.

**CAUTION:** If left unaddressed, collected moisture could weaken insulation boards and facers resulting in a blow-off or increase the probability of mold growth.

- D. Vapor Retarders
  - 1. Carlisle does not require a vapor retarder for the protection of the membrane; however, it should be considered by the specifier for the protection of the roofing assembly (i.e. primarily insulation, underlayment and adhesives). The following criteria should be considered by the specifier:
    - a. Use of a vapor retarder to protect insulation and reduce moisture accumulation within an insulated

roofing assembly, should be investigated by the specifier.

In the generally temperate climate of the United States, during the winter months, water vapor flows upward from a heated, more humid interior toward a colder, drier exterior. Vapor retarders are more commonly required in northern climates than in southern regions, where downward vapor pressure may be expected and the roofing membrane itself becomes the vapor retarder.

**1.05 WARRANTY**

**Table I Non-Reinforced EPDM Membrane Thickness for Various Warranty Options**

Warranty Duration	Sure-Seal or Sure-White Non-Reinforced Membranes				
	Warranty Wind Speed Coverage			Minimum Membrane Thickness	Hail Coverage
	55, 72 or 80 mph	90 to 100 mph	110 to 120 mph		*(Cover Board set in Adhesive)
	Adhered	Adhered	Adhered		
5,10, or 15 year	√	√	√	60-mil Sure-Seal or Sure-White	1" for Adhered*
20 year	√	√	√	60-mil Sure-Seal or Sure-White	1" for Adhered*
25 year (3)	√ (1)	√ (1)	N/A	60-mil Sure-Seal or Sure-White	1" for Adhered*
30 year (3)	√ (1)	√ (1)	N/A	90-mil Sure-Seal or Sure-White	2" for Adhered*

Notes: N/A = Not Acceptable √= Acceptable

- (1) Standard 90-8-30A, EPDM x-23 Low-VOC or CAV-GRIP III Bonding Adhesive must be utilized.
- (2) When Sure-Tough Reinforced membrane is specified, 60-mil membrane minimum is required for warranties for up to 20 year. Projects with 25 or 30 year warranties must incorporate 75-mil membrane.
- (3) See Carlisle Technical Manual for enhanced design requirements.

**Table II Reinforced EPDM Membrane Thickness for Various Warranty Options**

Warranty Duration	Sure-Tough Reinforced Membranes					
	Warranty Wind Speed Coverage			Minimum Membrane Thickness	Hail Coverage	Puncture Coverage(3)
	55, 72 or 80 mph	90 mph	100 to 120 mph		*(Cover Board set in Adhesive)	
	Adhered	Adhered	Adhered			
5,10, or 15 year	√	√	√	45-mil Sure-Tough	N/A	8 man hours
20 year	√	√	√	60-mil Sure-Tough	1" for Adhered*	16 man hours
25 year (2)	√ (1)	√ (1)	√ (1)	75-mil Sure-Tough	2" for Adhered*	32 man hours
30 year (2)	√ (1)	√ (1)	√ (1)	75-mil Sure-Tough	2" for Adhered*	32 man hours

Notes: N/A = Not Acceptable √= Acceptable

- (1) Standard 90-8-30A, EPDM x-23 Low-VOC, CAV-GRIP III Bonding Adhesive must be utilized.
- (2) See Carlisle Technical Manual for enhanced design requirements.
- (3) Carlisle’s Accidental Puncture Warranty covers labor hours and material used during the repair. Maximum labor and material hours are dependent upon system design. Refer to the Warranty Availability Quick Reference Guide for coverage.

**1.06 PRODUCT DELIVERY, STORAGE AND HANDLING**

A. Refer to Carlisle Technical Manual for applicable project specific Job Conditions.

**1.07 JOB CONDITIONS**

A. Refer to Carlisle Technical Manual for applicable project specific Job Conditions.

**PART II PRODUCTS**

## 2.01 GENERAL

The components of this roofing system are to be products of Carlisle or accepted by Carlisle as compatible. The installation, performance or integrity of products by others, **when selected by the specifier and accepted by Carlisle**, is not the responsibility of Carlisle and is expressly disclaimed by the Carlisle Warranty.

## 2.02 MEMBRANE

- A. **Sure-Tough Reinforced EPDM Membranes:** Cured reinforced EPDM (Ethylene, Propylene, Diene Terpolymer) compounded elastomer. Sure-Tough Reinforced EPDM Membrane . Reinforced membrane with polyester fabric conforms to ASTM D4637, Type II (reinforced). All sheets are available with 3” or 6” Factory Applied SecurTAPE (FAT).

## 2.03 RELATED MATERIALS

- A. 90-8-30A, Low-VOC EPDM Bonding Adhesive, Aqua Base Bonding Adhesive, EPDM or Low VOC EPDM Primer, SecurTAPE, Lap Sealant, Cured EPDM Flashing, Pressure-Sensitive Flashing, uncured Elastoform Flashing®, Seam Fastening Plates and Pressure-Sensitive RUSS™ (with the corresponding fasteners) are required for use with this roofing system. Other Carlisle products, such as, insulation, insulation fasteners, edgings and termination bars are also required when a Total System Warranty is specified.
- B. Other Products: Walkway Pads, Pre-Molded Pipe Flashings, Cured EPDM Flashing, Pressure-Sensitive Inside/Outside Corners, Pipe Flashings, LIQUISEAL Liquid Flashing and Pourable Sealer Pockets.

# PART III EXECUTION

## 3.01 GENERAL

- A. When feasible, begin the application at the highest point of the highest roof level and work to the lowest point to prevent moisture infiltration and to minimize construction traffic on completed sections. This will include completion of all flashings and terminations.

## 3.02 ROOF DECK CRITERIA

- A. A proper substrate shall be provided by the building owner. The structure shall be sufficient to withstand normal construction loads and live loads.
- B. Defects in the roof deck must be reported and documented to the specifier, general contractor and building owner for assessment. The Carlisle Authorized Roofing applicator shall not proceed unless the defects are corrected.
- C. Refer to Carlisle Technical Manual for acceptable decks and the applicable Sure-Seal Fasteners (when mechanical attachment of insulation is specified).

## 3.03 SUBSTRATE PREPARATION

- A. On retrofit-recover projects, cut and remove wet insulation, as identified by the specifier, and fill all voids with new insulation so that it is relatively flush.
- B. For all projects, the substrate must be even without noticeable high spots or depressions, and must be free of accumulated water, ice or snow.
- C. Clear the substrate of debris and foreign material. Fresh bitumen based roof cement must be removed or concealed.

## 3.04 INSTALLATION

Refer to the applicable Safety Data Sheets and Product Data Sheets for cautions and warnings.

### A. Insulation Attachment

1. Carlisle Flexible FAST Adhesive may be specified for insulation securement in full spray or beads with spacing as outlined in the Carlisle Technical Manual.
2. Carlisle Fasteners may be used, when specified, to secure Carlisle Insulation at the specified density outlined in the Carlisle Technical Manual

### B. Membrane Installation

1. Fully adhere the EPDM membrane to the acceptable substrate with 90-8-30A, Low-VOC EPDM Bonding Adhesive or Aqua Base Bonding Adhesive at the rate specified on the container label. Overlap adjacent EPDM membrane sheets a minimum of 3”.
2. **Membrane Splicing with SecurTAPE (membrane is available with Factory-Applied Tape).**

- a. Refer to Carlisle Technical Manual for membrane splicing.

**C. Additional Membrane Securement**

EPDM membrane must be secured at the perimeter of each roof level, roof section, expansion joint, curb, skylight, interior wall, penthouse, etc., at any angle change which exceeds 2" in one horizontal foot, and at other penetrations in accordance with Carlisle's details. Additional membrane securement may be provided by Pressure-Sensitive RUSS™ (Reinforced Universal Securement Strip) and Seam Fastening Plates.

**D. Membrane Flashing**

1. Refer to Carlisle Technical Manual for membrane flashing.

END OF SECTION

**SECTION 07 5423**  
**THERMOPLASTIC POLYOLEFIN (TPO) MEMBRANE ROOFING**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Adhered system with thermoplastic polyolefin (TPO) roofing membrane.
- B. Insulation, flat and tapered.
- C. Flashings.
- D. Roofing stack boots, roofing expansion joints, and walkway pads.

**1.02 RELATED REQUIREMENTS**

- B. Section 07 6200 - Sheet Metal Flashing and Trim: Counterflashings, reglets and \_\_\_\_\_.

**1.03 REFERENCE STANDARDS**

- A. ASTM C1289 - Standard Specification for Faced Rigid Cellular Polyisocyanurate Thermal Insulation Board; 2016.
- B. ASTM D6878/D6878M - Standard Specification for Thermoplastic Polyolefin Based Sheet Roofing; 2013.
- C. FM (AG) - FM Approval Guide; current edition.
- D. FM DS 1-28 - Wind Design; 2007.
- E. FM DS 1-29 - Roof Deck Securement and Above-Deck Roof Components; Factory Mutual System; 2006.
- F. NRCA (RM) - The NRCA Roofing Manual; 2017.
- G. UL (FRD) - Fire Resistance Directory; current edition.

**1.04 ADMINISTRATIVE REQUIREMENTS**

- A. Preinstallation Meeting: Convene one week before starting work of this section.
  - 1. Review preparation and installation procedures and coordinating and scheduling required with related work.

**1.05 SUBMITTALS**

- A. See Section 01 3000 - Administrative Requirements, for submittal procedures.
- B. Product Data: Provide manufacturer's written information listed below.
  - 1. Product data indicating membrane materials, flashing materials, insulation, and fasteners.
  - 2. Preparation instructions and recommendations.
  - 3. Storage and handling requirements.
- C. Warranty:
  - 1. Submit manufacturer warranty and ensure that forms have been completed in Owner's name and registered with manufacturer.
  - 2. Submit installer's certification that installation complies with all warranty conditions for the waterproof membrane.

**1.06 QUALITY ASSURANCE**

- A. Manufacturer Qualifications: Company specializing in manufacturing the products specified in this section with minimum twenty (20) years of documented experience.
- B. Installer Qualifications: Company specializing in performing the work of this section:
  - 1. Approved by membrane manufacturer.

**1.07 DELIVERY, STORAGE, AND HANDLING**

- A. Deliver products in manufacturer's original containers, dry, undamaged, with seals and labels intact.
- B. Protect products in weather protected environment, clear of ground and moisture.

- C. Protect foam insulation from direct exposure to sunlight.
- D. Provide Safety Data Sheets (SDS) at the project site at all times during transportation, storage, and installation of materials.
- E. Comply with requirements from Owner to prevent overloading or disturbance of the structure when loading materials onto the roof.

#### **1.08 FIELD CONDITIONS**

- A. Do not apply roofing membrane during unsuitable weather. Refer to manufacturer's written instructions.
- B. Do not apply roofing membrane when ambient temperature is below 40 degrees F (5 degrees C) or above \_\_\_\_ degrees F (\_\_\_\_ degrees C).
- C. Do not apply roofing membrane to damp or frozen deck surface or when precipitation is expected or occurring.
- D. Do not expose materials vulnerable to water or sun damage in quantities greater than can be weatherproofed the same day.
- E. Proceed with work so new roofing materials are not subject to construction traffic as work progresses.

#### **1.09 WARRANTY**

- A. See Section 01 7800 - Closeout Submittals, for additional warranty requirements.
- B. System Warranty: Provide manufacturer's system warranty agreeing to repair or replace roofing that leaks or is damaged due to wind or other natural causes.
  - 1. Warranty Term: 20 years.
  - 2. For repair and replacement include costs of both material and labor in warranty.
  - 3. Include accidental punctures according to the manufacturer's standard warranty terms.
  - 4. Include hail damage according to the manufacturer's standard warranty terms.

### **PART 2 PRODUCTS**

#### **2.01 MANUFACTURER**

- A. Carlisle SynTec: [www.carlisle-syntec.com/#sle](http://www.carlisle-syntec.com/#sle).
- B. Substitutions: See Section 01 6000 - Product Requirements.

#### **2.02 ROOFING APPLICATIONS**

- A. TPO Membrane Roofing: One ply membrane, fully adhered, over insulation.
- B. Roofing Assembly Performance Requirements and Design Criteria:
  - 1. Drainage: No standing water within 48 hours after precipitation.

#### **2.03 ROOFING MEMBRANE AND ASSOCIATED MATERIALS**

- A. Membrane:
  - 1. Material: Thermoplastic Polyolefin (TPO) complying with ASTM D6878/D6878M.
  - 2. Reinforcing: Internal fabric.
  - 3. Thickness: 60 mils (0.060 inch) (1.5 mm), minimum.
  - 4. Sheet Width: Factory fabricated into largest sheets possible.
  - 5. Color: White.
  - 6. Product:
    - a. Carlisle Sure-Weld.
- B. Seaming Materials: As recommended by membrane manufacturer.
- C. Flexible Flashing Material: Same material as membrane.
- D. Base Flashing: Provide waterproof, fully adhered base flashing system at all penetrations, plane transitions, and terminations.

## 2.04 INSULATION

- A. Polyisocyanurate (ISO) Board Insulation: ASTM C1289, Type II, Class 1 - Faced with glass fiber reinforced cellulosic felt facers on both major surfaces of the core foam. R-30
  - 1. Grade and Compressive Strength: Grade 2, 20 psi (Grade 2, 138 kPa), minimum.
  - 2. Tapered Board: Slope as indicated; fabricate of fewest layers possible.
  - 3. Product:
    - a. Carlisle HP-H.

## 2.05 ACCESSORIES

- A. Prefabricated Roofing Expansion Joint Flashing: Sheet butyl over closed-cell foam backing seamed to galvanized steel flanges.
- B. Prefabricated Flashing Accessories:
  - 1. Corners and Seams: Same material as membrane, in manufacturer's standard thicknesses.
    - a. Carlisle Sure-Weld TPO Inside Corners; 60 mils (0.060 inch) (1.5 mm) thick.
    - b. Carlisle Sure-Weld TPO Outside Corners; 60 mils (0.060 inch) (1.5 mm) thick.
    - c. Carlisle Sure-Weld TPO T-Joint Covers; 60 mils (0.060 inch) (1.5 mm) thick, 4-1/2 inch (114 mm) diameter.
    - d. Carlisle TPO Curb Wrap Corners; 45 mils (0.045 inch) (1.1 mm) thick, 6 inch (152 mm) wide flange and 12 inch (305 mm) overall height.
  - 2. Penetrations: Same material as membrane, with manufacturer's standard cut-outs, rigid inserts, clamping rings, and flanges.
    - a. Carlisle Sure-Weld TPO Molded Pipe Flashings; for pipes 1 inch to 6 inches (25 mm to 152 mm) in diameter.
    - b. Carlisle Sure-Weld TPO Split Pipe Seals; for pipes 1 inch to 6 inches (25 mm to 152 mm) in diameter.
    - c. Carlisle Sure-Weld TPO Square Tubing Wraps. 3 inches (76 mm), 4 inches (101 mm), and 6 inches (152 mm) square.
  - 3. Sealant Pockets: Same material as membrane, with manufacturer's standard accessories, in manufacturer's standard configuration.
    - a. Carlisle Sure-Weld TPO Molded Sealant Pockets: Two piece, interlocking, flexible pockets with rigid polypropylene vertical wall and preformed deck flanges. 6 inches (152 mm) wide and adjustable from 7-1/2 inches (191 mm) to 12 inches (305 mm) long.
    - b. Carlisle Sure-Weld TPO Prefabricated Sealant Pockets: Two piece, prefabricated, rigid; TPO and TPO-coated metal with weldable horizontal deck flange; 12 inch (305 mm) square.
    - c. Carlisle Sure-Weld TPO Sealant Pockets Extension Legs: 45 mils (0.045 inch) (1.1 mm) thick TPO membrane and TPO-coated metal; each unit extends length of Molded Sealant Pocket or Prefabricated Sealant Pocket by 10 inches (254 mm). Use full length or cut to size.
  - 4. Pressure Sensitive Cover Strips: 6 inch (152 mm) wide, 45 mils (0.045 inch) (1.1 mm) thick, non-reinforced TPO membrane laminated to 35 mils (0.035 inch) (0.9 mm) thick cured synthetic rubber with pressure sensitive adhesive.
  - 5. TPO Pressure Sensitive RUSS:
    - a. 6 inch (152 mm) wide, 40 mils (0.040 inch) (1 mm) thick, reinforced TPO membrane with 3 inch (76 mm) wide, 35 mils (0.035 inch) (0.9 mm) thick cured synthetic rubber with pressure sensitive adhesive laminated to one edge.
    - b. 10 inch (254 mm) wide, 45 mils (0.045 inch) (1.1 mm) thick, reinforced TPO membrane with 3 inch (76 mm) wide, 35 mils (0.035 inch) (0.9 mm) thick cured synthetic rubber with pressure sensitive adhesive laminated to one edge.
  - 6. Miscellaneous Flashing: Non-reinforced TPO membrane; 80 mils (0.080 inch) (2 mm) thick, in manufacturer's standard lengths and widths.
- C. Insulation Fasteners: Appropriate for purpose intended and approved by roofing manufacturer.

- D. Membrane Adhesive: As recommended by membrane manufacturer.
- E. Surface Conditioner for Adhesives: Compatible with membrane and adhesives.
- F. Sealants: As recommended by membrane manufacturer.
- G. Cleaner: Manufacturer's standard, clear, solvent-based cleaner.
- H. Edgings and Terminations: Manufacturer's standard edge and termination accessories.
  - 1. Snap-On Edge System:
  - 2. Anchor Bar Fascia System:
  - 3. Drip Edge: Carlisle Sure-Seal Drip Edge.
  - 4. Coping:
  - 5. TPO Coated Sheet Metal.
  - 6. Termination Bar.

## **PART 3 EXECUTION**

### **3.01 EXAMINATION**

- A. Verify that surfaces and site conditions are ready to receive work.
- B. Verify deck is supported and secure.
- C. Verify deck is clean and smooth, flat, free of depressions, waves, or projections, properly sloped and suitable for installation of roof system.
- D. Verify deck surfaces are dry and free of snow or ice.
- E. Verify that roof openings, curbs, and penetrations through roof are solidly set, and cant strips are in place.

### **3.02 PREPARATION, GENERAL**

- A. Clean substrate thoroughly prior to roof application.
- B. Do not begin work until other work that requires foot or equipment traffic on roof is complete.
- C. Apply manufacturer's recommended vapor retarder or temporary roof before roof installation.

### **3.03 METAL DECK PREPARATION**

- A. Install preformed sound absorbing glass fiber insulation strips supplied by Section 05 3100 in acoustic deck flutes. Install in accordance with manufacturer's instructions.
- B. Install deck sheathing on metal deck:
  - 1. Lay with long side at right angle to flutes; stagger end joints; provide support at ends.
  - 2. Cut sheathing cleanly and accurately at roof breaks and protrusions to provide smooth surface.
  - 3. Tape joints.

### **3.04 INSTALLATION - GENERAL**

- A. Perform work in accordance with manufacturer's instructions and NRCA (RM) applicable requirements.
- B. Do not apply roofing membrane during unsuitable weather.
- C. Do not apply roofing membrane when ambient temperature is outside the temperature range recommended by manufacturer.
- D. Do not apply roofing membrane to damp or frozen deck surface or when precipitation is expected or occurring.
- E. Do not expose materials vulnerable to water or sun damage in quantities greater than can be weatherproofed the same day.

### **3.05 INSULATION APPLICATION**

- A. Attachment of Insulation:
  - 1. Mechanically fasten insulation to deck in accordance with roofing manufacturer's instructions and Factory Mutual requirements.

- B. Lay subsequent layers of insulation with joints staggered minimum 6 inch (152 mm) from joints of preceding layer.
- C. On metal deck, place boards parallel to flutes with insulation board edges bearing on deck flutes.
- D. Lay boards with edges in moderate contact without forcing, and gap between boards no greater than 1/4 inch (6.3 mm). Cut insulation to fit neatly to perimeter blocking and around penetrations through roof.
- E. Do not apply more insulation than can be completely waterproofed in the same day.

### **3.06 MEMBRANE APPLICATION**

- A. Roll out membrane, free from wrinkles or tears. Place sheet into place without stretching.
- B. Fully Adhered Application: Apply adhesive at manufacturer's recommended rate. Fully embed membrane in adhesive except in areas directly over or within 3 inches (75 mm) of expansion joints. Fully adhere one roll before proceeding to adjacent rolls.
- C. Seam Welding:
  - 1. Seam Welding: Overlap edges and ends and seal seams by heat welding, minimum 2 inches (51 mm).
  - 2. Cover seams with manufacturer's recommended joint covers.
  - 3. Probe seams once welds have thoroughly cooled. (Approximately 30 minutes.)
  - 4. Repair deficient seams within the same day.
  - 5. Seal cut edges of reinforced membrane after seam probe is complete.
    - a. Cut edge sealant recommended, but not specifically required, for flat surfaces.
    - b. Cut edge sealant not required at vertical splices.
- D. At intersections with vertical surfaces:
  - 1. Extend membrane over cant strips and up a minimum of 4 inches (100 mm) onto vertical surfaces.
  - 2. Fully adhere flexible flashing over membrane and up to nailing strips.
- E. Install roofing expansion joints where indicated. Make joints watertight.
- F. Install prefabricated joint components in accordance with manufacturer's instructions.
- G. Coordinate installation of roof drains and sumps and related flashings. Locate all field splices away from low areas and roof drains. Lap upslope sheet over downslope sheet.
- H. Daily Seal: Install daily seal per manufacturers instructions at the end of each work day. Prevent infiltration of water at incomplete flashings, terminations, and at unfinished membrane edges.

### **3.07 FIELD QUALITY CONTROL**

- A. See Section 01 4000 - Quality Requirements, for general requirements for field quality control and inspection.

### **3.08 CLEANING**

- A. Remove wrappings, empty containers, paper, and other debris from the roof daily. Dispose of debris in compliance with local, State, and Federal regulations.
- B. Remove bituminous markings from finished surfaces.
- C. In areas where finished surfaces are soiled by work of this section, consult manufacturer of surfaces for cleaning advice and conform to their documented instructions.
- D. Repair or replace defaced or damaged finishes caused by work of this section.

### **3.09 PROTECTION**

- A. Protect installed roofing and flashings from construction operations.

- B. Where traffic must continue over finished roof membrane, protect surfaces using durable materials.

**END OF SECTION 07 5423**

## SECTION 07 6200 - SHEET METAL FLASHING AND TRIM

### PART 1 GENERAL

#### 1.01 SECTION INCLUDES

- A. Fabricated sheet metal items, including flashings and counterflashings.
- B. Flashings, counterflashings, sheet metal roofing, and fabricated sheet metal items.

#### 1.02 RELATED REQUIREMENTS

- A. Section 07 7123 - Manufactured Gutters and Downspouts.
- B. Section 07 9005 - Joint Sealers.

#### 1.03 REFERENCE STANDARDS

- A. AAMA 611 - Voluntary Specification for Anodized Architectural Aluminum; American Architectural Manufacturers Association.
- B. ASTM A 653/A 653M - Standard Specification for Steel Sheet, Zinc-Coated (Galvanized) or Zinc-Iron Alloy-Coated (Galvannealed) by the Hot-Dip Process.
- C. ASTM B 32 - Standard Specification for Solder Metal.
- D. ASTM B 209 - Standard Specification for Aluminum and Aluminum-Alloy Sheet and Plate.
- E. ASTM B 209M - Standard Specification for Aluminum and Aluminum-Alloy Sheet and Plate Metric.
- F. ASTM D 4586 - Standard Specification for Asphalt Roof Cement, Asbestos-Free.
- G. SMACNA (ASMM) - Architectural Sheet Metal Manual; Sheet Metal and Air Conditioning Contractors' National Association.

#### 1.04 SUBMITTALS

- A. See Section 01 3000 - Administrative Requirements, for submittal procedures.
- B. Shop Drawings: Indicate material profile, jointing pattern, jointing details, fastening methods, flashings, terminations, and installation details.

#### 1.05 QUALITY ASSURANCE

- A. Perform work in accordance with SMACNA Architectural Sheet Metal Manual requirements and standard details, except as otherwise indicated.
- B. Fabricator and Installer Qualifications: Company specializing in sheet metal work with 3 years of experience.

#### 1.06 DELIVERY, STORAGE, AND HANDLING

- A. Stack material to prevent twisting, bending, and abrasion, and to provide ventilation. Slope metal sheets to ensure drainage.
- B. Prevent contact with materials that could cause discoloration or staining.

### PART 2 PRODUCTS

#### 2.01 SHEET MATERIALS

- A. Galvanized Steel: ASTM A 653/A 653M, with G90/Z275 zinc coating; minimum 0.02 inch thick base metal.
- B. Pre-Finished Aluminum: ASTM B 209 (ASTM B 209M); 0.032 inch thick; plain finish shop pre coated with fluoropolymer coating of color as selected.

#### 2.02 ACCESSORIES

- A. Fasteners: Hook strip or Clip Type, Same material and finish as flashing metal.
- B. Primer: Zinc chromate type.
- C. Protective Backing Paint: Zinc molybdate alkyd.
- D. Sealant: Type III specified in Section 07 9005.

- E. Plastic Cement: ASTM D 4586, Type I.
- F. Solder: ASTM B 32; Sn50 (50/50) type.

### **2.03 FABRICATION**

- A. All flashing to be shop formed except where authorized by Architect.
- B. Form sections true to shape, accurate in size, square, and free from distortion or defects.
- C. Hem exposed edges on underside 1/2 inch; miter and seam corners.
- D. Form material with flat lock seams, except where otherwise indicated. At moving joints, use sealed lapped, bayonet-type or interlocking hooked seams.
- E. Fabricate corners from one piece with minimum 18 inch long legs; solder for rigidity, seal with sealant.
- F. Fabricate vertical faces with bottom edge formed outward 1/4 inch (6 mm) and hemmed to form drip.

## **PART 3 EXECUTION**

### **3.01 EXAMINATION**

- A. Verify roof openings, curbs, pipes, sleeves, ducts, and vents through roof are solidly set, reglets in place, and nailing strips located.
- B. Verify roofing termination and base flashings are in place, sealed, and secure.

### **3.02 PREPARATION**

- A. Install starter and edge strips, and cleats before starting installation.
- B. Back paint concealed metal surfaces with protective backing paint to a minimum dry film thickness of 15 mil.

### **3.03 INSTALLATION**

- A. Secure flashings in place using concealed fasteners. Use exposed fasteners only where permitted.
- B. Apply plastic cement compound between metal flashings and felt flashings.
- C. Fit flashings tight in place. Make corners square, surfaces true and straight in planes, and lines accurate to profiles.
- D. Solder metal joints for full metal surface contact. After soldering, wash metal clean with neutralizing solution and rinse with water.

**END OF SECTION**

**SECTION 07 9200  
JOINT SEALANTS**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Nonsag gunnable joint sealants.
- B. Joint backings and accessories.

**1.02 RELATED REQUIREMENTS**

**1.03 REFERENCE STANDARDS**

- A. ASTM C661 - Standard Test Method for Indentation Hardness of Elastomeric-Type Sealants by Means of a Durometer; 2015.
- B. ASTM C834 - Standard Specification for Latex Sealants; 2014.
- C. ASTM C919 - Standard Practice for Use of Sealants in Acoustical Applications; 2012.
- D. ASTM C920 - Standard Specification for Elastomeric Joint Sealants; 2014a.
- E. ASTM C1193 - Standard Guide for Use of Joint Sealants; 2016.
- F. ASTM C1248 - Standard Test Method for Staining of Porous Substrate by Joint Sealants; 2008 (Reapproved 2012).
- G. SCAQMD 1168 - South Coast Air Quality Management District Rule No. 1168; current edition.

**1.04 SUBMITTALS**

- A. See Section 01 3000 - Administrative Requirements, for submittal procedures.
- B. Product Data for Sealants: Submit manufacturer's technical data sheets for each product to be used, that includes the following.
  - 1. Physical characteristics, including movement capability, VOC content, hardness, cure time, and color availability.
  - 2. List of backing materials approved for use with the specific product.
  - 3. Substrates that product is known to satisfactorily adhere to and with which it is compatible.
  - 4. Substrates the product should not be used on.
- C. Product Data for Accessory Products: Submit manufacturer's technical data sheet for each product to be used, including physical characteristics, installation instructions, and recommended tools.
- D. Color Cards for Selection: Where sealant color is not specified, submit manufacturer's color cards showing standard colors available for selection.

**1.05 QUALITY ASSURANCE**

- A. Maintain one copy of each referenced document covering installation requirements on site.
- B. Manufacturer Qualifications: Company specializing in manufacturing the products specified in this section with minimum three years documented experience.

**1.06 WARRANTY**

- A. See Section 01 7800 - Closeout Submittals, for additional warranty requirements.
- B. Correct defective work within a five year period after Date of Substantial Completion.
- C. Warranty: Include coverage for installed sealants and accessories that fail to achieve watertight seal, exhibit loss of adhesion or cohesion, or do not cure.

## **PART 2 PRODUCTS**

### **2.01 MANUFACTURERS**

- A. Non-Sag Sealants: Permits application in joints on vertical surfaces without sagging or slumping.
  - 1. Adhesives Technology Corporation: [www.atcepoxy.com/#sle](http://www.atcepoxy.com/#sle).
  - 2. Dow Chemical Company: [consumer.dow.com/en-us/industry/ind-building-construction.html/#sle](http://consumer.dow.com/en-us/industry/ind-building-construction.html/#sle).
  - 3. Hilti, Inc: [www.us.hilti.com/#sle](http://www.us.hilti.com/#sle).
  - 4. Sherwin-Williams Company: [www.sherwin-williams.com/#sle](http://www.sherwin-williams.com/#sle).
  - 5. Sika Corporation: [www.usa-sika.com/#sle](http://www.usa-sika.com/#sle).
  - 6. W.R. Meadows, Inc: [www.wrmeadows.com](http://www.wrmeadows.com).
  - 7. Tremco
  - 8. Substitutions: See Section 01 6000 - Product Requirements.

### **2.02 JOINT SEALANT APPLICATIONS**

- A. Scope:
  - 1. Exterior Joints: Seal open joints, whether or not the joint is indicated on the drawings, unless specifically indicated not to be sealed. Exterior joints to be sealed include, but are not limited to, the following items.
    - a. Wall expansion and control joints.
    - b. Joints between door, window, and other frames and adjacent construction.
    - c. Joints between different exposed materials.
    - d. Openings below ledge angles in masonry.
    - e. Other joints indicated below.
  - 2. Interior Joints: Do not seal interior joints unless specifically indicated to be sealed. Interior joints to be sealed include, but are not limited to, the following items.
    - a. Joints between door, window, and other frames and adjacent construction.
    - b. In sound-rated wall and ceiling assemblies, gaps at electrical outlets, wiring devices, piping, and other openings; between wall/ceiling and other construction; and other flanking sound paths.
    - c. Other joints indicated below.
  - 3. Do not seal the following types of joints.
    - a. Intentional weepholes in masonry.
    - b. Joints indicated to be treated with manufactured expansion joint cover or some other type of sealing device.
    - c. Joints where sealant is specified to be provided by manufacturer of product to be sealed.
    - d. Joints where installation of sealant is specified in another section.
    - e. Joints between suspended panel ceilings/grid and walls.
- B. Exterior Joints: Use non-sag non-staining silicone sealant, unless otherwise indicated.
- C. Interior Joints: Use non-sag polyurethane sealant, unless otherwise indicated.
  - 1. Wall and Ceiling Joints in Non-Wet Areas: Acrylic emulsion latex sealant.
  - 2. Wall and Ceiling Joints in Wet Areas: Non-sag polyurethane sealant for continuous liquid immersion.
  - 3. Type \_\_\_ - In Sound-Rated Assemblies: Acrylic emulsion latex sealant.
- D. Interior Wet Areas: Bathrooms, restrooms, kitchens, food service areas, food processing areas, and \_\_\_\_\_; fixtures in wet areas include plumbing fixtures, food service equipment, countertops, cabinets, other similar items, and \_\_\_\_\_.
- E. Sound-Rated Assemblies: Walls and ceilings identified as "STC-rated", "sound-rated", or "acoustical".

### **2.03 JOINT SEALANTS - GENERAL**

- A. Sealants and Primers: Provide products having lower volatile organic compound (VOC) content than indicated in SCAQMD 1168.

- B. Colors: As indicated on the drawings.

## **2.04 NONSAG JOINT SEALANTS**

- A. Non-Staining Silicone Sealant: ASTM C920, Grade NS, Uses M and A; not expected to withstand continuous water immersion or traffic.
  - 1. Movement Capability: As dictated by local building codes and industry standards
  - 2. Non-Staining To Porous Stone: Non-staining to light-colored natural stone when tested in accordance with ASTM C1248.
  - 3. Dirt Pick-Up: Reduced dirt pick-up compared to other silicone sealants.
- B. Tamper-Resistant, Silyl-Terminated Polyether (STPE) and Polyurethane (STPU) Sealant: ASTM C920, Grade NS, Uses M and A; single component; not expected to withstand continuous water immersion or traffic. To be used in all detention areas.
  - 1. Movement Capability: Plus and minus 12-1/2 percent, minimum
  - 2. Hardness Range: 25 to 30, Shore A, when tested in accordance with ASTM C661.
  - 3. Manufacturers:
    - a. Pecora Corporation: [www.pecora.com](http://www.pecora.com).
    - b. Sika Corporation; SikaHyflex-150 LM: [www.usa-sika.com/#sle](http://www.usa-sika.com/#sle).
    - c. Substitutions: See Section 01 6000 - Product Requirements.
- C. Polyurethane Sealant: ASTM C920, Grade NS, Uses M and A; single or multi-component; not expected to withstand continuous water immersion or traffic.
  - 1. Movement Capability: Plus and minus 25 percent, minimum.
- D. Polyurethane Sealant for Continuous Water Immersion: ASTM C920, Grade NS, Uses M and A; single or multi-component; explicitly approved by manufacturer for continuous water immersion; suitable for traffic exposure when recessed below traffic surface .
  - 1. Movement Capability: Plus and minus 35 percent, minimum.

## **2.05 ACCESSORIES**

- A. Backer Rod: Cylindrical cellular foam rod with surface that sealant will not adhere to, compatible with specific sealant used, and recommended by backing and sealant manufacturers for specific application.
- B. Backing Tape: Self-adhesive polyethylene tape with surface that sealant will not adhere to and recommended by tape and sealant manufacturers for specific application.

## **PART 3 EXECUTION**

### **3.01 EXAMINATION**

- A. Verify that joints are ready to receive work.
- B. Verify that backing materials are compatible with sealants.
- C. Verify that backer rods are of the correct size.

### **3.02 PREPARATION**

- A. Remove loose materials and foreign matter that could impair adhesion of sealant.
- B. Clean joints, and prime as necessary, in accordance with manufacturer's instructions.
- C. Perform preparation in accordance with manufacturer's instructions and ASTM C1193.
- D. Mask elements and surfaces adjacent to joints from damage and disfigurement due to sealant work; be aware that sealant drips and smears may not be completely removable.

### **3.03 INSTALLATION**

- A. Perform work in accordance with sealant manufacturer's requirements for preparation of surfaces and material installation instructions.
- B. Perform installation in accordance with ASTM C1193.
- C. Perform acoustical sealant application work in accordance with ASTM C919.

- D. Measure joint dimensions and size joint backers to achieve width-to-depth ratio, neck dimension, and surface bond area as recommended by manufacturer, except where specific dimensions are indicated.
- E. Install bond breaker backing tape where backer rod cannot be used.
- F. Install sealant free of air pockets, foreign embedded matter, ridges, and sags, and without getting sealant on adjacent surfaces.
- G. Do not install sealant when ambient temperature is outside manufacturer's recommended temperature range, or will be outside that range during the entire curing period, unless manufacturer's approval is obtained and instructions are followed.
- H. Nonsag Sealants: Tool surface concave, unless otherwise indicated; remove masking tape immediately after tooling sealant surface.

#### **3.04 FIELD QUALITY CONTROL**

- A. Perform field quality control inspection/testing as specified in PART 1 under QUALITY ASSURANCE article.
- B. Remove and replace failed portions of sealants using same materials and procedures as indicated for original installation.

**END OF SECTION 07 9200**

# AIA<sup>®</sup> Document A101<sup>®</sup> – 2017

## **Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum**

**AGREEMENT** made as of the    day of    in the year  
(In words, indicate day, month and year.)

**BETWEEN** the Owner:  
(Name, legal status, address and other information)

Winnebago County  
404 Elm Street, Room 202  
Rockford, IL 61101

and the Contractor:  
(Name, legal status, address and other information)

Sterling Commercial Roofing a Tecta America Company LLC.  
2711 Locust Street  
Sterling, IL 61081

for the following Project:  
(Name, location and detailed description)

Winnebago County Public Safety Building Reroof  
420 West State Street  
Rockford, IL 61101

The Architect:  
(Name, legal status, address and other information)

1919 Architects  
4000 Morsay Drive  
Rockford, IL 61107

The Owner and Contractor agree as follows.

The Invitation for Bid to which this document A201-2017 is attached is a publicly bid contract for a construction project(s) issued by the County of Winnebago. The Invitation for Bid, the selection and award of the bid and resulting contract all are subject to the terms and conditions of Illinois law.

### **ADDITIONS AND DELETIONS:**

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

The parties should complete A101®-2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201®-2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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User Notes:

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**TABLE OF ARTICLES**

- 1 THE CONTRACT DOCUMENTS**
- 2 THE WORK OF THIS CONTRACT**
- 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION**
- 4 CONTRACT SUM**
- 5 PAYMENTS**
- 6 DISPUTE RESOLUTION**
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- 9 ENUMERATION OF CONTRACT DOCUMENTS**

**EXHIBIT A INSURANCE AND BONDS**

**ARTICLE 1 THE CONTRACT DOCUMENTS**

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

**ARTICLE 2 THE WORK OF THIS CONTRACT**

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

**ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION**

**§ 3.1** The date of commencement of the Work shall be:

*(Check one of the following boxes.)*

The date of this Agreement.

A date set forth in a notice to proceed issued by the Owner.

Established as follows:

*(Insert a date or a means to determine the date of commencement of the Work.)*

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

**§ 3.2** The Contract Time shall be measured from the date of commencement of the Work.

**§ 3.3 Substantial Completion**

**§ 3.3.1** Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:

Init.

(Check one of the following boxes and complete the necessary information.)

Not later than ( ) calendar days from the date of commencement of the Work.

By the following date: 10-31-26

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date
-----------------	-----------------------------

§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

**ARTICLE 4 CONTRACT SUM**

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be \$1,207,800, subject to additions and deductions as provided in the Contract Documents.

**§ 4.2 Alternates**

§ 4.2.1 Alternates, if any, included in the Contract Sum:

Item	Price
Extended 5-year Warranty TPO (25-year total)	\$44,220
Item	Price
Add-On Apeel Soffit Visible from Windows	\$2,800

§ 4.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement. (Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item	Price	Conditions for Acceptance
------	-------	---------------------------

§ 4.3 Allowances, if any, included in the Contract Sum: (Identify each allowance.)

Item	Price
------	-------

**§ 4.4 Unit prices, if any:**

(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
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**§ 4.5 Liquidated damages, if any:**

(Insert terms and conditions for liquidated damages, if any.)

None

**§ 4.6 Other:**

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*(Insert provisions for bonus or other incentives, if any, that might result in a change to the Contract Sum.)*

## **ARTICLE 5 PAYMENTS**

### **§ 5.1 Progress Payments**

**§ 5.1.1** Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents. After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents, and shall so notify the Architect. Except as otherwise expressly modified by the Contract Documents, all payments shall be made pursuant to the Local Government Prompt Payment Act, 50 ILCS 505/1 *et seq.*

**§ 5.1.2** The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

**§ 5.1.3** Provided that an Application for Payment is received by the Architect not later than the 25th day of a month, the Owner shall make payment of the amount certified to the Contractor not later than 60 days from receiving the Pay Application, per Prompt Payment Act.

After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents, and shall so notify the Architect. Except as otherwise expressly modified by the Contract Documents, all payments shall be made pursuant to the Local Government Prompt Payment Act, 50 ILCS 505/1 *et seq.*

*(Federal, state or local laws may require payment within a certain period of time.)*

**§ 5.1.4** Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

**§ 5.1.5** Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

**§ 5.1.6** In accordance with AIA Document A201™–2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

**§ 5.1.6.1** The amount of each progress payment shall first include:

- .1 That portion of the Contract Sum properly allocable to completed Work;
- .2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

Materials stored off-site in a secure, insured facility shall be eligible for payment upon submission of invoices, proof of insurance, and bill of sale.

**§ 5.1.6.2** The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;

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- .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017; and
- .5 Retainage withheld pursuant to Section 5.1.7.

**§ 5.1.7 Retainage**

**§ 5.1.7.1** For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

*(Paragraph Deleted)*

(  
Retainage shall not exceed 5% and fully released upon Substantial Completion.

**§ 5.1.7.1.1** The following items are not subject to retainage:

*(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)*

**§ 5.1.7.2** Reduction or limitation of retainage, if any, shall be as follows:

*(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)*

**§ 5.1.7.3** Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:

*(Insert any other conditions for release of retainage upon Substantial Completion.)*

**§ 5.1.8** If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201–2017.

**§ 5.1.9** Except with the Owner’s prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

**§ 5.2 Final Payment**

**§ 5.2.1** Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor’s responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect.

**§ 5.2.2** The Owner’s final payment to the Contractor shall be made no later than 60 days after the issuance of the Architect’s final Certificate for Payment, or as follows:

Init.

**§ 5.3 Interest**

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

*(Paragraph Deleted)*

None

**ARTICLE 6 DISPUTE RESOLUTION**

**§ 6.1 Initial Decision Maker**

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker. *(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)*

Shawn Franks 815-319-4670 SFranks@fm.wincoil.gov

Ted Seele 815-319-4670 TSeele@fm.wincoil.gov

**§ 6.2 Binding Dispute Resolution**

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:

*(Check the appropriate box.)*

Arbitration pursuant to Section 15.4 of AIA Document A201–2017

Litigation in a court of competent jurisdiction

Other *(Specify)*

If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

**ARTICLE 7 TERMINATION OR SUSPENSION**

**§ 7.1** The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2017.

**§ 7.1.1** If the Contract is terminated for the Owner’s convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Contractor a termination fee as follows:

*(Paragraph Deleted)*

*If the Owner terminates for convenience, Contractor shall be paid for: Work Performed, Materials Purchased, Demobilization, plus 10% overhead and profit on remaining contract value.*

**§ 7.2** The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017.

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**ARTICLE 8 MISCELLANEOUS PROVISIONS**

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner’s representative:  
*(Name, address, email address, and other information)*

Shawn Franks, Facilities Director  
400 West State Street, Room 020  
Rockford, IL 61101  
815-319-4670  
sfranks@fm.wincoil.gov SFranks@fm.wincoil.govSFranks@fm.wincoil.govSFranks@fm.wincoil.gov  
SFranks@fm.wincoil.gov

Ted Seele, Assistant Facilities Director/Project Manger  
  
400 West State Street, Room 020  
  
Rockford, IL 61101  
  
815-319-4670  
  
TSeele@fm.wincoil.gov

§ 8.3 The Contractor’s representative:  
*(Name, address, email address, and other information)*

Tim Beard, Vice President  
2711 Locust Street  
Sterling IL 61081  
815-626-7744  
  
tbeard@tectaaamerica.com

Kevin Froeter, President  
  
2711 Locust Street  
  
Sterling IL 61081  
  
kfroeter@tectaaamerica.com

§ 8.4 Neither the Owner’s nor the Contractor’s representative shall be changed without ten days’ prior notice to the other party.

**§ 8.5 Insurance and Bonds**

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents. Review to RFP scope of work, provide performance bond within two weeks of executing the contract.

§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A101™–2017 Exhibit A, and elsewhere in the Contract Documents.

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§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A201–2017, may be given in accordance with a building information modeling exhibit, if completed, or as otherwise set forth below:  
*(If other than in accordance with a building information modeling exhibit, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)*

§ 8.7 Other provisions:

Contractor’s price is based on material costs at time of bid. In the event of increases in material, labor, fuel, or freight costs beyond Contractor’s control (including manufacturer increases), the Contract Sum shall be equitably adjusted by Change Order for the documented increase.

Contractor shall be entitled to time extensions and cost adjustments for delays beyond its control, including but not limited to weather, material shortages, labor disruptions, or concealed conditions.

Contractor shall not be responsible for site security or protection of Owner’s property not directly related to the Work.

All extra work shall be performed only upon written authorization and shall include overhead and profit of 15% unless otherwise agreed.

Contractor shall not be liable for delays or failure to perform due to events beyond reasonable control, including weather, supply chain disruption, or governmental actions.

**ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS**

§ 9.1 This Agreement is comprised of the following documents:

- .1 AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor
- .2 AIA Document A101™–2017, Exhibit A, Insurance and Bonds
- .3 AIA Document A201™–2017, General Conditions of the Contract for Construction
- .4 Building information modeling exhibit, dated as indicated below:  
*(Insert the date of the building information modeling exhibit incorporated into this Agreement.)*

.5 Drawings

Number	Title	Date
26-17440	Winnebago County PSB- Reroof	02-19-2026

.6 Specifications

Section	Title	Date	Pages
26-17440	Winnebago County PSB- Reroof	02-19-2026	59

.7 Addenda, if any:

Number	Date	Pages
1	3-6-2026	42

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

**.8 Other Exhibits:**

*(Check all boxes that apply and include appropriate information identifying the exhibit where required.)*

AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:  
(Insert the date of the E204-2017 incorporated into this Agreement.)

The Sustainability Plan:

Title	Date	Pages
-------	------	-------

Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
----------	-------	------	-------

**.9 Other documents, if any, listed below:**

*(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201™–2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)*

This Agreement entered into as of the day and year first written above.

\_\_\_\_\_  
**OWNER** *(Signature)*

Joseph V. Chiarelli, Winnebago County Board  
Chairman

\_\_\_\_\_  
*(Printed name and title)*

\_\_\_\_\_  
**CONTRACTOR** *(Signature)*

Tim Beard, Vice President

\_\_\_\_\_  
*(Printed name and title)*

Init.

## **Additions and Deletions Report for AIA® Document A101® – 2017**

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 17:26:11 ET on 04/29/2026.

### **PAGE 1**

Winnebago County-  
404 Elm Street, Room 202  
Rockford, IL 61101

...

Sterling Commercial Roofing a Tecta America Company LLC.  
2711 Locust Street  
Sterling, IL 61081

...

Winnebago County Public Safety Building Reroof  
420 West State Street  
Rockford, IL 61101

...

1919 Architects -  
4000 Morsay Drive  
Rockford, IL 61107

...

The Invitation for Bid to which this document A201-2017 is attached is a publicly bid contract for a construction project(s) issued by the County of Winnebago. The Invitation for Bid, the selection and award of the bid and resulting contract all are subject to the terms and conditions of Illinois law.

### **PAGE 2**

The date of this Agreement.

### **PAGE 3**

By the following date: 10-31-26

...

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be (\$ ), \$1,207,800, subject to additions and deductions as provided in the Contract Documents.

...

<u>Item</u>	<u>Price</u>
<u>Extended 5-year Warranty TPO (25-year total)</u>	<u>\$44,220</u>
<u>Item</u>	<u>Price</u>
<u>Add-On Apeel Soffit Visible from Windows</u>	<u>\$2,800</u>

<u>Item</u>	<u>Price</u>
-------------	--------------

None

**PAGE 4**

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents. After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents, and shall so notify the Architect. Except as otherwise expressly modified by the Contract Documents, all payments shall be made pursuant to the Local Government Prompt Payment Act, 50 ILCS 505/1 et seq.

...

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the 25th day of a month, the Owner shall make payment of the amount certified to the Contractor not later than ~~the day of the month. If an Application for Payment is received by 60 days from receiving the Pay Application, per Prompt Payment Act.~~

...

~~the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than ( ) days after the Architect receives the Application for Payment. After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents, and shall so notify the Architect. Except as otherwise expressly modified by the Contract Documents, all payments shall be made pursuant to the Local Government Prompt Payment Act, 50 ILCS 505/1 et seq.~~

...

Materials stored off-site in a secure, insured facility shall be eligible for payment upon submission of invoices, proof of insurance, and bill of sale.

**PAGE 5**

*(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)*

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...

(

...

Retainage shall not exceed 5% and fully released upon Substantial Completion.

...

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than ~~30~~60 days after the issuance of the Architect's final Certificate for Payment, or as follows:

PAGE 6

*(Insert rate of interest agreed upon, if any.)*

...

None

Shawn Franks 815-319-4670 SFranks@fm.wincoil.gov

Ted Seele 815-319-4670 TSeele@fm.wincoil.gov

...

Litigation in a court of competent jurisdiction

...

*(Insert*

...

*the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner's convenience.) If the Owner terminates for convenience, Contractor shall be paid for: Work Performed, Materials Purchased, Demobilization, plus 10% overhead and profit on remaining contract value.*

Shawn Franks, Facilities Director  
400 West State Street, Room 020  
Rockford, IL 61101  
815-319-4670

sfranks@fm.wincoil.gov  
SFranks@fm.wincoil.govSFranks@fm.wincoil.govSFranks@fm.wincoil.govSFranks@fm.wincoil.gov

Ted Seele, Assistant Facilities Director/Project Manger

400 West State Street, Room 020

Rockford, IL 61101

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TSeele@fm.wincoil.gov

Tim Beard, Vice President

2711 Locust Street

Sterling IL 61081

815-626-7744

tbeard@tectaamerica.com

Kevin Froeter, President

2711 Locust Street

Sterling IL 61081

kfroeter@tectaamerica.com

**PAGE 7**

**§ 8.5.1** The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents. Review to RFP scope of work, provide performance bond within two weeks of executing the contract.

**PAGE 8**

**§ 8.7** Other provisions:

...

Contractor's price is based on material costs at time of bid. In the event of increases in material, labor, fuel, or freight costs beyond Contractor's control (including manufacturer increases), the Contract Sum shall be equitably adjusted by Change Order for the documented increase.

...

Contractor shall be entitled to time extensions and cost adjustments for delays beyond its control, including but not limited to weather, material shortages, labor disruptions, or concealed conditions.

...

Contractor shall not be responsible for site security or protection of Owner's property not directly related to the Work.

...

All extra work shall be performed only upon written authorization and shall include overhead and profit of 15% unless otherwise agreed.

...

Contractor shall not be liable for delays or failure to perform due to events beyond reasonable control, including weather, supply chain disruption, or governmental actions.

...

<u>26-17440</u>	<u>Winnebago County</u> <u>PSB-Reroof</u>	<u>02-19-2026</u>	
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...

<u>26-17440</u>	<u>Winnebago County</u> <u>PSB-Reroof</u>	<u>02-19-2026</u>	<u>59</u>
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...

<u>1</u>	<u>3-6-2026</u>	<u>42</u>	
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**PAGE 9**

Joseph V. Chiarelli, Winnebago County Board  
Chairman-

Tim Beard, Vice President

## **Certification of Document's Authenticity**

**AIA® Document D401™ – 2003**

I, Zachary Enderle, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 17:26:11 ET on 04/29/2026 under Order No. 500045257 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A101™ - 2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, other than those additions and deletions shown in the associated Additions and Deletions Report.

---

*(Signed)*

---

*(Title)*

---

*(Dated)*

# **Economic Development Committee**



# Resolution Executive Summary

**Committee Date:** Monday, May 4, 2026

**Committee:** Economic Development

**Prepared By:** Chris Dornbush

---

**Document Title:** Resolution Authorizing Execution Of A Development Agreement With The Village Of New Milford For A \$280,000 Host Fee Loan Pursuant To The Economic Development, Business Incentive And Host Fee Program Policy

**County Code:** 2019-CR-093, Resolution Adopting The Winnebago County Economic Development, Business Incentive and Host Fee Program Policy

**Board Meeting Date:** Thursday, May 14, 2026

**Budget Information:**

<b>Was item budgeted?</b> No	<b>Appropriation Amount:</b> \$280,000 total over 2 years; <i>Years 1-2 \$140,000 County Pays</i> <i>Years 3-7 \$56,000/yr New Milford Pays Back</i>
<b>If not, explain funding source:</b>	
<b>ORG - OBJ - Project Code:</b> 41700 - 43190	<b>Budget Impact:</b> Yes, as set forth in loan schedule. Year 1 (2026): \$140,000

**Background Information:**

In 2019 Winnebago County Board approved the Resolution Adopting The Winnebago County Economic Development, Business Incentive and Host Fee Program Policy to promote economic development with the overall objectives of strengthening the local economy, creating jobs and diversifying the County's property tax base. The Village of New Milford has requested project financing as established in this program for a \$280,000 loan at a 0% interest rate for a total loan period of 7 years from the County to assist in the sanitary sewer line extension north along Harrisville Road past the intersection of Baxter Road in a total length of approximately 2,500 feet to facilitate economic development west of I-39. This area will then be able to offer sewer and water for developments. Years 1-2 (2 years) the County would disburse the funds to the Village (\$140,000), Years 3-7 (5 years) the Village would pay funds back to the County (\$56,000).

**Recommendation:**

Winnebago County Administration supports the development and use of host fees for this loan to assist in the growth of the Equalized Assessed Value (EAV), job growth, and increased sales tax dollars.

**Contract/Agreement:**

Yes, as attached with Resolution.

**Legal Review:**

Yes

**Follow-Up:**

The Village of New Milford and/or County Staff can provide updates regarding the progression of the project.

**County Board Office**

404 Elm Street, Rm 533, Rockford, IL 61101 | [wincoil.gov](http://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**

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

SUBMITTED BY: ECONOMIC DEVELOPMENT COMMITTEE

---

**RESOLUTION AUTHORIZING EXECUTION OF A DEVELOPMENT AGREEMENT  
WITH THE VILLAGE OF NEW MILFORD FOR A \$280,000 HOST FEE LOAN  
PURSUANT TO THE ECONOMIC DEVELOPMENT, BUSINESS INCENTIVE AND  
HOST FEE PROGRAM POLICY**

---

**WHEREAS**, Winnebago County, Illinois (hereinafter, “County”) is a duly organized and existing county created under the provisions of the laws of the State of Illinois, and is now operating under and pursuant to the provisions of the Counties Code, as amended, 55 ILCS 5/1 *et seq.* (the “Counties Code”), is a “unit of local government” as defined in Article 7, Section 1 of the Constitution of the State of Illinois; and

**WHEREAS**, the Village of New Milford, Illinois (hereinafter, “Village”) is a duly organized and existing municipal corporation and body politic of the State of Illinois now operating under and pursuant to the provisions of the Illinois Municipal Code, as amended, 65 ILCS 5/1-1-1 *et seq.* (the “Municipal Code”), is a “unit of local government” as defined in Article 7, Section 1 of the Constitution of the State of Illinois; and is a “public agency” as defined in Section 2 of the Intergovernmental Cooperation Act, as amended, 5 ILCS 220/1 *et seq.* (the “**Intergovernmental Cooperation Act**”); and

**WHEREAS**, Article VII, Section 5 of the Intergovernmental Cooperation Act, 5 ILCS 220/5, provides that “[a]ny one or more public agencies may contract with any one or more other public agencies to perform any governmental services, activity or undertaking or to combine, transfer, or exercise any powers, functions, privileges, or authority which any of the public agencies entering into the contract is authorized by law to perform, provided that such contract shall be approved by the governing bodies of each party to the contract and except where specifically and expressly prohibited by law. Such contract shall set forth fully the purposes, powers, rights, objectives and responsibilities of the contracting parties.”; and

**WHEREAS**, the County Board of the County of Winnebago, Illinois approved a “Resolution Adopting The Winnebago County Economic Development, Business Incentive And Host Fee Program Policy” (2019-CR-093) (hereinafter “Program”), to facilitate other local units of government in Winnebago County to grow the economy by establishing a zero percent (0%) host fee loan program as set forth within the Program and Redevelopment Agreement (hereinafter, “Agreement”); and

**WHEREAS**, the Agreement, identified as “Exhibit A” and attached establishes the contractual agreement between the County and the Village; and

**WHEREAS**, the County, in cooperation with the Village, has determined that it is in the best interests of the County as a whole, including the Village, to develop certain real property located within the jurisdictional bounds of Winnebago County and for the County to assist with project gap financing, pursuant to the terms and provisions of this Agreement; and

**WHEREAS**, pursuant to the Program, a unit of local government, as defined by Article 7, Section 1 of the Constitution of the State of Illinois may request host fee funds from the County, which shall be subject to certain criteria being met and the funds shall only be used for TIF eligible expenses, as defined by state law, 65 ILCS 55/11-74.4-3(q); and

**WHEREAS**, all host fee fund requests and development agreements under the Program shall be dependent upon the availability of funds and also require the approval of the County Board of the County of Winnebago, Illinois; and

**WHEREAS**, pursuant to the Program, the Village is requesting a zero percent (0%) interest loan in the amount of Two Hundred and Eighty Thousand Dollars (\$280,000.00), that will be paid back to the County in whole at the end of a seven (7) year term, the first two (2) years the County will distribute the funds to the Village, and Years 3 through 7, the Village will make annual equal payments to the County; and

**WHEREAS**, for the other Intergovernmental Cooperation Agreement (2026-CR-003) approved by the County Board on January 22, 2026, the Parties will adhere to the new terms only for the stated \$280,000 Loan that the County is facilitating, however the balance of the project shall still adhere to the original repayment terms as stated in 2026-CR-003; and

**WHEREAS**, the County, after due and careful consideration of the request, has concluded that this Agreement with the Village, will further the growth opportunity of the County, facilitate development, create the potential for increasing the assessed valuation of real estate, increase economic activity within the County as a whole, and otherwise be in the best interest of the County by furthering the health, safety, morals, and welfare of its citizens as it relates to the Harrisville Road Sanitary Sewer Line Extension Project.

**NOW, THEREFORE BE IT RESOLVED**, by the County Board of the County of Winnebago, Illinois that Joseph Chiarelli, the Winnebago County Board Chairman, is authorized and directed to, on behalf of the County of Winnebago, enter into a development agreement with the Village of New Milford, attached hereto as Exhibit A.

**BE IT FURTHER RESOLVED**, that the development agreement entered into by Joseph Chiarelli pursuant to the authority granted in this Resolution shall contain substantially the same terms as the development agreement which is attached to this Resolution and marked as “Exhibit A”.

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

**BE IT FURTHER RESOLVED**, that the Clerk of the County Board is hereby directed

to prepare and deliver certified copies of this Resolution to the Winnebago County Clerk, Winnebago County Administrator, Winnebago County Auditor, the Winnebago County Chief Operations Officer, and the Winnebago County Financial Director Officer.

Respectfully submitted,  
**Economic Development Committee**

**AGREE**

**DISAGREE**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**DEVELOPMENT AGREEMENT**

This Development Agreement (“**Agreement**”) is made as of this \_\_\_\_ day of \_\_\_\_\_, 2026, by and between the County of Winnebago, Illinois, a body politic and corporate, having its principal offices located at 404 Elm Street, Rockford, Illinois (hereinafter “**County**”) and the Village of New Milford, an Illinois municipal corporation, having its principal offices located at 6771 11<sup>th</sup> Street, New Milford, Illinois (hereinafter “**Village**”). The County and Village are collectively referred to herein as “**Parties**” or individually as a “**Party**”.

**RECITALS**

**WHEREAS**, the County is a duly organized and existing county created under the provisions of the laws of the State of Illinois, and is now operating under and pursuant to the provisions of the Counties Code, as amended, 55 ILCS 5/1 *et seq.* (the “**Counties Code**”), is a “unit of local government” as defined in Article 7, Section 1 of the Constitution of the State of Illinois; and

**WHEREAS**, the Village is a duly organized and existing municipal corporation and body politic of the State of Illinois now operating under and pursuant to the provisions of the Illinois Municipal Code, as amended, 65 ILCS 5/1-1-1 *et seq.* (the “**Municipal Code**”), is a “unit of local government” as defined in Article 7, Section 1 of the Constitution of the State of Illinois; and is a “public agency” as defined in Section 2 of the Intergovernmental Cooperation Act, as amended, 5 ILCS 220/1 *et seq.* (the “**Intergovernmental Cooperation Act**”); and

**WHEREAS**, Article VII, Section 5 of the Intergovernmental Cooperation Act, 5 ILCS 220/5, provides that “[a]ny one or more public agencies may contract with any one or more other public agencies to perform any governmental services, activity or undertaking or to combine, transfer, or exercise any powers, functions, privileges, or authority which any of the public agencies entering into the contract is authorized by law to perform, provided that such contract shall be approved by the governing bodies of each party to the contract and except where specifically and expressly prohibited by law. Such contract shall set forth fully the purposes, powers, rights, objectives and responsibilities of the contracting parties.”; and

**WHEREAS**, the County Board of the County of Winnebago, Illinois approved a “Resolution Adopting The Winnebago County Economic Development, Business Incentive And Host Fee Program Policy” (2019-CR-093) (hereinafter “**Program**”), to facilitate other local units of government in Winnebago County to grow the economy by establishing a zero percent (0%) host fee loan program as set forth within the Program and Agreement; and

**WHEREAS**, this Agreement, identified as “**Exhibit A**”, establishes the contractual agreement between the County and the Village; and

**WHEREAS**, the County, in cooperation with the Village, has determined that it is in the best interests of the County as a whole, including the Village, to develop certain real property located within the jurisdictional bounds of Winnebago County and for the County to assist with project gap financing, pursuant to the terms and provisions of this Agreement; and

**WHEREAS**, pursuant to the Program, a unit of local government, as defined by Article 7, Section 1 of the Constitution of the State of Illinois may request host fee funds from the County, which shall be subject to certain criteria being met and the funds shall only be used for TIF eligible expenses, as defined by state law, 65 ILCS 55/11-74.4-3(q); and

**WHEREAS**, all host fee fund requests and development agreements under the Program shall be dependent upon the availability of funds and also require the approval of the County Board of the County of Winnebago, Illinois; and

**WHEREAS**, pursuant to the Program, the Village is requesting a zero percent (0%) interest loan in the amount of Two Hundred and Eighty Thousand Dollars (\$280,000.00), that will be paid back to the County in whole at the end of a seven (7) year term, the first two (2) years the County will distribute the funds to the Village, and Years 3 through 7, the Village will make annual equal payments to the County; and

**WHEREAS**, the other Intergovernmental Cooperation Agreement (2026-CR-003) approved by the County Board on January 22, 2026, the Parties will adhere to the new terms only for the stated \$280,000 Loan that the County is facilitating, however the balance of the project shall still adhere to the original repayment terms as stated in 2026-CR-0003; and

**WHEREAS**, the County, after due and careful consideration of the request, has concluded that this Agreement with the Village, will further the growth opportunity of the County, facilitate development, create the potential for increasing the assessed valuation of real estate, increase economic activity within the County as a whole, and otherwise be in the best interest of the County by furthering the health, safety, morals, and welfare of its citizens as it relates to the Harrisville Road Sanitary Sewer Line Extension Project.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements contained in this Agreement and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the County and the Village agree as follows:

- I. **INCORPORATION OF RECITALS.** The above Recitals are incorporated in this Agreement by their reference and made part of this Agreement.
  
- II. **HOST FEE FUNDS UNDER THE PROGRAM**
  - a. **DISBURSEMENT OF HOST FEE FUNDS.** Subject to the Program criteria, the County will disburse the total amount of Two Hundred and Eighty Thousand Dollars (\$280,000.00) in host fee funds to the Village over a two (2) year period, as set forth in section II (c) below. Year One (1) through Year Two (2) in the amount of One Hundred and Forty Thousand Dollars (\$140,000.00).
    - i. The County shall disburse each annual payment to the Village within one (1) year of all parties' approval and follow the schedule as provided in

section II (c). Any extension of the disbursement timeframe shall be mutually agreed upon by the parties in writing.

b. **REPAYMENT OF HOST FEE FUNDS**. Within one (1) year of the last payment received from the County to the Village, the Village shall begin repaying the County annually in equal payments in the amount of Fifty-Six Thousand Dollars (\$56,000.00), at a zero percent (0%) interest rate as set forth in section II (c) below over a five (5) year period, until the loan is paid in full. Any extension of the repayment timeframe shall be mutually agreed upon by the parties in writing.

i. However, prior to the end of the initial two (2) year period as set forth in section II (c) below, the Village may request in writing to the County to cease the remaining disbursements of the host fee funds. Upon the County receiving the written request from the Village, the Village shall begin making equal annual payments to the County within one (1) year of the last payment received by the Village, with a payment each year thereafter until the loan is paid in full. Equal annual payments shall be defined by the total funds received by the Village divided by the prescribed five (5) year repayment period.

c. **HOST FEE FUNDS PAYMENT SCHEDULE**.

<b>Winnebago County loan \$280,000 to the Village of New Milford</b>				
<b>Loan Year</b>	<b>Year</b>	<b>Payment Structure</b>	<b>County Disbursements</b>	<b>County Receivables</b>
<b>1</b>	2026	<i>Winnebago County Payments to Village of New Milford</i>	<b>\$ (140,000)</b>	\$ -
<b>2</b>	2027		<b>\$ (140,000)</b>	\$ -
<b>3</b>	2028	<b>Village of New Milford Payments back to the Winnebago County</b>	\$ -	\$ 56,000
<b>4</b>	2029		\$ -	\$ 56,000
<b>5</b>	2030		\$ -	\$ 56,000
<b>6</b>	2031		\$ -	\$ 56,000
<b>7</b>	2032		\$ -	\$ 56,000
			<b>\$ (280,000)</b>	<b>\$ 280,000</b>

III. **DEFAULT**. Should the Village fail to make any payment to the County as set forth in section II (b) (i), it will constitute a default of this Agreement and may result in the County instituting proceedings to collect the amount owed.

- IV. **EFFECTIVE DATE AND TERM.** This Agreement will take effect as soon as it is signed by all authorized representatives of the parties. The term of the loan will be for a seven (7) year period.
- V. **NOTICE.** Unless otherwise specified, any notice, demand or request required hereunder shall be given in writing at the addresses set forth below, by any of the following means: (a) personal service; (b) overnight courier, or (c) registered or certified mail, return receipt requested.

**If to the County:**

County of Winnebago  
 Attn: Chairman Joseph Chiarelli  
 404 Elm Street, Room 533  
 Rockford, Illinois 61101

**If to the Village:**

Village of New Milford  
 Attn: President Timothy Owens  
 6771 11th Street  
 New Milford, Illinois 61109

**With Copies to:**

Office of the Winnebago County State's  
 Attorney Civil Bureau  
 Courthouse Building  
 400 W. State Street, Suite 804  
 Rockford, Illinois 61101

**With Copies to:**

Village of New Milford Legal Counsel  
 Barrick, Switzer, Long, Balsley & Van  
 Evera, LLP  
 6833 Stalter Drive  
 Rockford, Illinois 61108

Such addresses may be changed by notice to the other parties given in the same manner provided above. Any notice, demand, or request sent pursuant to this Section shall be effective upon receipt or refusal of delivery.

- VI. **WAIVER.** The failure of either party hereto at any time or times to enforce any provision of this Agreement shall in no way be construed to be a waiver of such provisions or to affect the validity of this Agreement or any part hereof, or the right of either party thereafter to enforce each and every provision in accordance with the terms of this Agreement.
- VII. **ASSIGNMENT.** Neither party shall assign this Agreement without the prior written approval of the other party.
- VIII. **AMENDMENTS.** Any amendments shall be by written instrument executed by the parties hereto, acting therein by their duly authorized representatives.

- IX. **GOVERNING LAW.** The parties agree this Agreement has been executed and delivered in Illinois and that their relationship and any and all disputes, controversies or claims arising under this Agreement shall be governed by the laws of the State of Illinois. The parties further agree that the exclusive venue for all such disputes shall be the Circuit Court of the 17<sup>th</sup> Judicial Circuit of Winnebago County, Illinois.
- X. **HEADINGS.** Sections and other headings contained in this Agreement are for reference purposes only and are not intended to describe, interpret, define or limit the scope, extent or intent of this Agreement or any provision hereof.
- XI. **SEVERABILITY.** If any provisions, covenants, agreements or portions of this Agreement or its application to any person, entity or property is held invalid, such invalidity shall not invalidate any other portion of this Agreement. The parties intend to be bound to this agreement even in the event that a portion of the agreement is declared invalid, in accordance with law.
- XII. **COUNTERPARTS.** This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.
- XIII. **AUTHORITY.** The County and Village each warrant to the other that they have the authority to enter into this Agreement and that the person or persons executing this Agreement on their behalf has been duly authorized to act as the representative or officer of each respective party in affixing their signatures to the Agreement. The County and Village hereto agree to sign such documents, enact such ordinances or resolutions, or perform such further obligations as may be necessary to effectuate the purposes of this Agreement.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed by their duly authorized officers on the above date.

**Village of New Milford**, an Illinois  
municipal corporation

**County of Winnebago, Illinois**, a body  
politic and corporate

By: \_\_\_\_\_  
Timothy Owens  
Village President of the Village of  
New Milford, Illinois

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

ATTEST:

\_\_\_\_\_  
Sharon K. Baumgartner, Clerk of the  
Village of New Milford, Illinois

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



# WINNEBAGO COUNTY

ILLINOIS

**Winnebago County  
Economic Development, Business Incentive and Host Fee Program  
Application**

Please provide supporting documentation as necessary.

## Part 1: COMPANY INFORMATION

Company information (include name, d/b/a, street address, city, zip code, phone & fax numbers and website address).

Village of New Milford

6771 11th St, Rockford, IL 61109

Phone No. 815-874-7271

Type of organization: (corporation, partnership, LLC, etc.): \_\_\_\_\_

FEIN # 27-4551061

Illinois IBT# \_\_\_\_\_

If a corporation or subsidiary, include corporation name street address, city, zip code, phone & fax numbers and website address.

\_\_\_\_\_

\_\_\_\_\_

Executive officer/authorized company representative (include full name, title, office address, phone number and email address)

\_\_\_\_\_

\_\_\_\_\_

Please provide a general description of the company, how long the company has been in business locally and overall, type and description of business/industry, SIC/NAICS codes:

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<b>Current Employment</b>	<b>Full-Time</b>	<b>Part-Time</b>
Locally:		
Company Wide:		

**Part II: PROJECT LOCATION**

Type of development:  New Construction \_\_\_ Addition \_\_\_ Re-utilization vacant building

New or relocating business? \_\_\_ If relocating, from where? \_\_\_\_\_

Proposed project location in Winnebago County

Street Address: Harrisville Road appx. 2300 Ft. South of Baxter Road City \_\_\_\_\_

Parcel Identification Number (PIN #) \_\_\_\_\_ Current Zoning: \_\_\_\_\_

Size of parcel: \_\_\_\_\_ Size of Building: \_\_\_\_\_ Building area to be added: \_\_\_\_\_

Will the project location be owned or leased by the applicant? \_\_\_\_\_

If leased, proposed length of lease? \_\_\_\_\_

*Note: A company must sign a minimum of a five-year lease in order to be eligible to apply for a property tax incentive. Additionally, an incentive will not be offered in excess of the length of the lease. However, should a company have, for example, a five year lease with a renewable option after five years, they could be granted a 10-year incentive. Should the company choose not to renew their contract after five years, the incentive would cease. An executed copy of the lease will be required for verification.*

Lessor of any site must be a party to the Business Incentive Program

agreement. Lessor Company Contact: \_\_\_\_\_

Other Location(s) being consideration – both within and outside of Winnebago County:

\_\_\_\_\_

\_\_\_\_\_

Property Acquisition/Entitlement Timeline: \_\_\_\_\_

**Part III: PROJECT DESCRIPTION**

Description of the proposed project/improvements:

Sewer line extension from current location to Harrisville and Baxter Road.

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Please attach a concept plan for the building/site improvements.

Project timeline: Proposed construction start: 06/2026  
Anticipated completion: 12/2006

Identify the intended % of labor force expected from Winnebago County:

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Total estimated project costs/investment (including acquisition and soft costs): \$ 1.5 - 2 Million

- 1) Land & Site Improvements: \$ \_\_\_\_\_
- 2) Utility / Infrastructure Improvements: \$ \_\_\_\_\_
- 3) Building Improvements: \$ \_\_\_\_\_
- 4) Equipment / Machinery \$ \_\_\_\_\_

What additional utilities and/or infrastructure improvements will be needed to support the investment? (road improvements, utility services, telecommunications/ broadband, rail spurs, etc.)

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How will the infrastructure improvements be funded? Host fee for general fund

Indicate any special environmental or efficiency factors that will be incorporated into the project:

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**Part IV: EMPLOYMENT IMPACT**

Total Jobs Retained/Created, Average Wages, and Total Payroll for Years 1, 2, 3 and at Full Capacity:

	Year 1	Year 2	Year 3	Full Capacity
# of Employees Transferred	_____	_____	_____	_____
# of New Jobs Created	_____	_____	_____	_____
# of Winnebago County jobs retained	_____	_____	_____	_____
Total # of Employees	_____	_____	_____	_____
Average Wage <i>(non-management)</i>	_____	_____	_____	_____
Total Payroll <i>(all employees)</i>	_____	_____	_____	_____

**EMPLOYEE BENEFITS**

Please summarize benefits below and attach copies of insurance and pension plans.

Benefits	None	Employee	Employee & Family
Medical/Dental/ Vision Insurance			
Retirement			

**Part V: ECONOMIC IMPACT**

Current EAV: Land: \_\_\_\_\_ Building: \_\_\_\_\_ For tax year \_\_\_\_\_

Estimated increase in Equalized Assessed Valuation: \$ \_\_\_\_\_  
*Calculated at 1/3 of the increase in fair market value directly resulting from the proposed investment and/or improvements.*

Expected increase in Company Revenue Generation: \$ \_\_\_\_\_

Expected increase in Sales Taxes Generation (if applicable): \$ \_\_\_\_\_

Estimated annual cost to operate/maintain the facility? \_\_\_\_\_/Sq. ft.

<b>Estimated annual cost for:</b>		
Property Taxes:	\$ _____	/Square Foot
Utility Taxes:	\$ _____	/Square Foot
Telecommunications Tax:	\$ _____	/Square Foot
Special District Tax:	\$ _____	/Square Foot

Total investment in new machinery and equipment, within the first three years:

First Year: \$ \_\_\_\_\_ Second Year: \$ \_\_\_\_\_ Third Year: \$ \_\_\_\_\_

**Part VI: STATEMENT OF QUALIFICATION AND JUSTIFICATION**

Please provide the following in support of your application and request:

**1) What type of assistance is being requested**

a. **Host Fee Funds**

- i What is the amount (\$) being requested? \$ 280,000.00
- ii What is the repayment period of time being requested (up to a maximum of 20 years)? 5 years years

b. **Tax Abatement (Rebates)**

**2) Need for Assistance:** Applicants must demonstrate a competitive need for the incentive. In order to do this, the company must either provide evidence of location options or sign a “but for” statement. ***In either case the applicant must demonstrate a cost differential.***

- a. **Evidence of location options** –The applicant must provide evidence of non-Winnebago County location options, which could be that the applicant has multiple location options (including other company-owned locations) and could locate outside of Winnebago County or demonstrate that at least one other non-Winnebago County location is being considered for the project. Such proof shall include, but is not limited to, incentive letters, prospective offers from other states, or other documentation indicating the firm’s interest in alternative, non- Winnebago County locations; **or**,
- b. **“But for” projects** – The applicant must establish that “but for the Incentive, the capital investment, job creation and retention occur elsewhere.”

If you select this option, an authorized representative shall sign the below statement representing that without the Incentive, the company would not be inclined to undertake the project and create new jobs and/or retain existing jobs in Winnebago County:

*“I certify that capital improvements would not be placed in service and the job creation and/or retention of existing jobs would not occur without the Winnebago County Economic Development and Business Incentive Program”.*

Signed: Timothy H Owens  
[CEO/President/Owned]

Date: 3/3/26

3) **Demonstrate a Cost Differential:** The applicant must complete a cost comparison of Winnebago County' site vs. the finalist non- Winnebago County alternative (s) and identify the cost differences. For example, the company must demonstrate that Winnebago County costs - such as utilities, property taxes, employee-based taxes, construction and/or building lease, annual building maintenance & operations and labor - exceed those of all competing locations under final consideration. **Please sign and attach your Statement of Cost Differential and include at the top the following information:**

- a. **Company Description:** Describe the nature of the company seeking the incentive -- its products and markets -- and demonstrate that the company is an eligible type of business.
- b. **Project Description:** Describe the nature and location of the project for which the firm is seeking a rebate; demonstrate the firm is expanding or retaining operations. If the project involves the consolidation of a number of facilities to a single facility, please include the name of the facility being relocated, its current address, the number of employees currently being employed at that site, the median wage/salary of the employees at that site, the number of jobs from that site that will be relocated to the new site and the current function of the location (.e. corporate headquarters, warehouse/distribution, branch manufacturing plant, customer service center). Also, please be sure to note any special factors such as LEEDS certifications, energy efficiency measures or brownfield development
- c. **Need for Local Assistance:** Describe the need for an incentive and how (if applicable) the applicant's use of the incentive may increase employment in Winnebago County.

Identify a cost differential for the project by responding to either item i) or ii) below. **(Include this calculation in your Statement of Cost Differential and label it as "Cost Differential.")**

- i **Industry Based Cost Differential:** Provide evidence of a cost differential based on comparison of industry costs in other areas. Such proof shall include, but is not limited to, financial statements or internal memoranda; records of industry's cost structure in the other areas; general comparisons of costs of labor, utilities, taxes and so on; or any other financial documentation evidencing cost differential.
- ii **Site Based Cost Differential:** Provide evidence of a cost differential based on comparison of Winnebago County vs. finalist non-Winnebago County sites. Such proof shall include, but is not limited to: written information such as non- Winnebago County sites under consideration; cost/benefit analyses of moving or closing the business; general comparisons of costs of labor, utilities, taxes, fees, construction and/or lease at the other sites under consideration; the specific value of

incentives and/or lower taxes of a competing site; or any other documentation proving cost differential.

Once Winnebago County receives this information, it will initiate primary and secondary research and dialog with the applicant to validate the cost differential.

**4) Eligible Projects:** Projects must be a new construction, expansion of an existing facility or the re-occupancy of a vacant facility.

**Is the company expanding operations?** (Check one of the three boxes which apply)

- Siting a new facility (with capital investment and new jobs) in Winnebago County; or
- Expanding its operation (capital investment and new jobs) at a current Winnebago County location; or
- If relocating operations within Winnebago County, the company must demonstrate the expansion cannot be accommodated at the current site due to constraints, including but not limited to:
  - lack of adequate street or road capacity or access;
  - inability of local authorities to assist in the expansion;
  - lack of available contiguous land for expansion;
  - excessive land costs in the current location;
  - reconstruction requires a shutdown of operations;
  - structurally or functionally obsolete facility;
  - lack of adequate utility capacity;
  - lack of available work force; or similar reasons.

Once an application is received, if the company is proposing to move a facility from one Winnebago County location to another, Winnebago County will send a letter to the mayor of the current host community to verify the site constraints that are "pushing" the expansion to another Winnebago County location.

**5) Acknowledgement of the CLAW-BACK Language**

The application shall include an acknowledgement of the requirement to maintain operations at the project location for, at a minimum, the length of the incentive granted, beginning on the date the project is placed in service. A discontinuance by the company of operations at the project location during the first half of the term of this agreement shall result in all of the incentives taken by the company during such period being deemed "wrongfully incentivized under provisions adopting this Business Incentive resolution" and shall be subject to forfeiture. Discontinuance by the company of operations at the project location after said initial period (one half of the length of incentive granted) shall not result in the forfeiture of any incentives previously taken by the company but shall result in the discontinuance of future benefits.

**CERTIFICATION OF APPLICATION**

*The CEO and/or Chairman of the Board of the applicant hereby acknowledges and agrees to their responsibilities relative to the Winnebago County Economic Development and Business Incentive program.*

Timothy H Owens      Village President      3/3/20  
Signature of Applicant      Title      Date

STATE OF ILLINOIS,  
COUNTY OF WINNEBAGO } ss.

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

**RESOLUTION 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**

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

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

*This 23RD DAY OF JANUARY, 2026.*

*LORI GUMMOW, Winnebago County Clerk*

*BY: Angela Reina Deputy County Clerk*



14

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

SUBMITTED BY: ECONOMIC DEVELOPMENT COMMITTEE

2026 CR 003

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**RESOLUTION AUTHORIZING AN INTERGOVERNMENTAL  
COOPERATION 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**

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**WHEREAS**, the County of Winnebago (“County”), Illinois, Village of New Milford (“Village”), Four Rivers Sanitation Authority (“FRSA”), and JMD Real Estate Holdings, LLC (“Developer”) (collectively “Parties”) are partnering to extend the sewer line approximately 2,500 feet north along Harrisville Road just beyond the Baxter Road intersection to spur economic development; and

**WHEREAS**, it would be in the public interest to enter into the attached “Intergovernmental Agreement for Sewer Extension Cost Sharing and Reimbursement Rockford Southeast Trunk – North Branch Phase 1” (“Agreement”) for the extension of sewer on Harrisville Road to Baxter Road; and

**WHEREAS**, the Village proposes to construct the “Project” (hereinafter defined) as an additional section of sewer main to be a part of the existing Rockford Southeast Trunk sewer to serve certain properties west of I-39, and adjacent to both Baxter Road and Harrisville Road. The properties to be served by the trunk sewer are those properties within the Rockford Southeast Trunk Basin as shown on “**Exhibit A**”, attached hereto and made a part hereof. The general project alignment and immediate service area is shown on “**Exhibit C**”, attached hereto and made a part hereof. The exact alignment has not been determined at this time and is subject to FRSA review and approval; and

**WHEREAS**, FRSA, subject to the availability of funding, intends to fund twenty-five percent (25%) of eligible Project costs. Village shall fund twenty-five percent (25%) of eligible Project costs. County shall fund twenty-five percent (25%) of eligible Project costs. Developer shall fund twenty-five (25%) of eligible Project costs; and

**WHEREAS**, FRSA, Village, and County, as units of local government and public agencies, are authorized by Article VII, Section 10a of the Illinois Constitution of 1970, by the Intergovernmental Cooperation Act (5 ILCS 220/1 *et seq.*) and by Division 147 of the Illinois Municipal Code to contract or otherwise associate with one another in any manner not prohibited by law or ordinance using their credit, revenues and other resources to pay costs such as the design,

construction and inspection of the sanitary sewer system repairs contemplated by this Agreement;  
and

**WHEREAS**, FRSA is authorized to enact ordinances assessing connection charges against new or additional users of its sewer system under Section 7 of the Sanitary District Act of 1917 (70 ILCS 2405/0.1), hereinafter the 1917 Act, as amended, which provides such charges must be fair and responsible, and the Parties wish to provide for a reimbursement arrangement in compliance with that requirement, recognizing that future system changes or other unforeseen contingencies may dictate modification of connection charges for new or additional users in accordance with the actual benefit provided to them by the Project. The Parties wish to specify responsibilities for construction and the scope of construction.

**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, Illinois the attached “Intergovernmental Agreement for Sewer Extension Cost Sharing and Reimbursement Rockford Southeast Trunk – North Branch Phase 1” (“Agreement”) with the Village of New Milford (Village), Four Rivers Sanitation Authority (“FRSA”), and JMD Real Estate Holdings, LLC (“Developer”) in substantially the form attached hereto; and

**BE IT FURTHER RESOLVED**, that the attached Agreement entered into shall not become effective and binding unless and until the respective Parties have executed the Agreement;  
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 Auditor, Winnebago County Chief Operations Officer, Winnebago County Engineer, Winnebago County Finance Director, and Winnebago County Administrator.

Respectfully submitted  
**ECONOMIC DEVELOPMENT COMMITTEE**

**AGREE**

**DISAGREE**

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

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

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

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

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

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

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

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

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

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

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

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

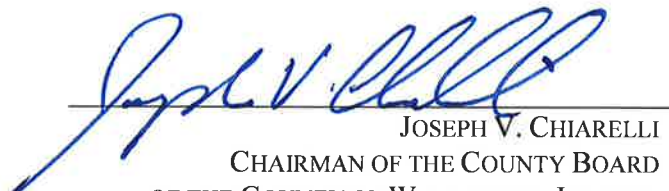
\_\_\_\_\_  
RAY THOMPSON

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

The above and foregoing Resolution was adopted by the County Board of the County of Winnebago, Illinois this 22nd day of January 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

**INTERGOVERNMENTAL AGREEMENT FOR SEWER EXTENSION COST SHARING AND  
REIMBURSEMENT  
ROCKFORD SOUTHEAST TRUNK - NORTH BRANCH PHASE 1**

February            This Intergovernmental Agreement ("Agreement") is made as of the 17th day of  
~~January~~ 2026 by and between:

Four Rivers Sanitation Authority  
an Illinois unit of local government  
with its offices located at  
3501 Kishwaukee Street  
Rockford, IL 61109  
hereinafter referred to as ..... "FRSA"

and

Village of New Milford  
an Illinois municipal corporation  
with its office located at  
6771 11<sup>th</sup> Street  
Rockford, IL 61109  
hereinafter referred to as ..... "VILLAGE"

and

County of Winnebago, Illinois  
A body politic corporate  
with its office located at  
404 Elm Street  
Rockford, IL 61101  
hereinafter referred to as ..... "COUNTY"

and

JMD Real Estate Holdings, LLC  
an Illinois limited liability company  
with its office located at  
4752 Baxter Road  
Rockford, IL 61109  
hereinafter referred to as ..... "DEVELOPER",

with FRSA, Village, County or Developer herein individually as "Party" and collectively as the  
"Parties".

RECITALS

1. VILLAGE proposes to construct the PROJECT (hereinafter defined) as an additional section of sewer main to be a part of the existing Rockford Southeast Trunk sewer to serve certain properties west of I-39, and adjacent to both Baxter Road and Harrisville Road. The properties

to be served by the trunk sewer are those properties within the Rockford Southeast Trunk Basin as shown on Exhibit A, attached hereto and made a part hereof. The general project alignment and immediate service area is shown on Exhibit C, attached hereto and made a part hereof. The exact alignment has not been determined at this time and is subject to FRSA review and approval.

2. FRSA, subject to the availability of funding, intends to fund twenty-five percent (25%) of eligible PROJECT costs. VILLAGE shall fund twenty-five percent (25%) of eligible PROJECT costs. COUNTY shall fund twenty-five percent (25%) of eligible PROJECT costs. DEVELOPER shall fund twenty-five (25%) of eligible PROJECT costs.
3. When PROJECT is completed to FRSA's satisfaction and in accordance with FRSA standards, including evidence satisfactory to FRSA that all contractors and material have been paid for the PROJECT, FRSA will accept ownership of the trunk sewer system and be responsible for its maintenance.
4. VILLAGE shall be responsible for securing professional services for the performance of field work, preparation of plans, specifications, bid and contract documents, securing easements acceptable to FRSA and obtaining FRSA/Illinois Environmental Protection Agency (IEPA) Permit to Construct and Operate, field staking and preparation of record drawings.
5. FRSA, VILLAGE, and COUNTY, as units of local government and public agencies, are authorized by Article VII, Section 10a of the Illinois Constitution of 1970, by the Intergovernmental Cooperation Act (5 ILCS 220/1 *et seq.*) and by Division 147 of the Illinois Municipal Code to contract or otherwise associate with one another in any manner not prohibited by law or ordinance using their credit, revenues and other resources to pay costs such as the design, construction and inspection of the sanitary sewer system repairs contemplated by this Agreement.
6. FRSA is authorized to enact ordinances assessing connection charges against new or additional users of its sewer system under Section 7 of the Sanitary District Act of 1917 (70 ILCS 2405/0.1), hereinafter the 1917 Act, as amended, which provides such charges must be fair and responsible, and the Parties wish to provide for a reimbursement arrangement in compliance with that requirement, recognizing that future system changes or other unforeseen contingencies may dictate modification of connection charges for new or additional users in accordance with the actual benefit provided to them by the PROJECT. The Parties wish to specify responsibilities for construction and the scope of construction.

**NOW, THEREFORE**, in consideration of the mutual promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, the Parties agree as follows:

1. Recitals.

The recitals constitute a material part of this Agreement and are hereby incorporated into this Agreement as though fully set forth herein.

2. Project Location and Description.

The "Project" is located in Sections 29 and 32, Township 43 North, Range 2 East and is comprised of 18-inch diameter gravity sewer connecting to the existing 21-inch diameter Rockford Southeast Trunk in the vicinity of existing FRSA manholes 198-015 and 198-

016 located within the existing Right-of-Way of Harrisville Road approximately 2,300 feet south of Baxter Road extending north approximately 2,500 feet to serve certain properties west of I-39, and adjacent to both Baxter Road and Harrisville Road (hereinafter "PROJECT"). Properties to be served by the trunk sewer are those properties within the Rockford Southeast Trunk Basin as shown on Exhibit A. A legal description of the Rockford Southeast Trunk Basin boundary is provided in Exhibit B. The general PROJECT alignment is shown on Exhibit C. The exact sewer alignment and sizing have not been determined at this time and are subject to FRSA review and approval.

3. Project Responsibilities.

- a. Design: VILLAGE shall cause the field survey work, design, plan, specification and bid document preparation and securing of the FRSA/IEPA permit necessary to construct PROJECT. FRSA shall be responsible for reviewing the plans for conformance with FRSA requirements, permit application review and issuance of the Permit to Construct and Operate.
- b. Easements: Any easements required to carry out the PROJECT will be secured by VILLAGE. The Standard FRSA form and language shall be used for all applicable easement documents. FRSA shall review all easement documents prior to their execution. Triplicate original signature documents will be required for each easement. FRSA will record the easements after full execution.
- c. Bidding and Contract Administration: VILLAGE shall publicly bid PROJECT, advise FRSA, COUNTY, and DEVELOPER in writing of the results and seek concurrence by all Parties in the award, enter into contract for PROJECT with the selected contractor. VILLAGE shall perform the contract administration for PROJECT. Contract administration shall include construction management, review and approval of shop drawings, preparation of payment requests and review of certified payrolls as required.
- d. Construction: Construction may be initiated when FRSA has received all necessary easements, issued a Permit to Construct and Operate, received payment for all plan/permit review fees, and received a copy of an IEPA National Pollutant Discharge Elimination System (NPDES) General Stormwater Permit for construction. VILLAGE shall cause the field work needed for construction staking. FRSA shall be responsible for the construction inspection.
- e. Construction Payments: VILLAGE shall pay for the construction of PROJECT in the manner established by its contract with the successful bidder. VILLAGE may thereafter invoice FRSA, COUNTY, and DEVELOPER for their share of reimbursable costs on a monthly basis. Each invoice shall include a tabulation of the work accomplished in the previous month and to date, the previous payments made to the contractor, the remaining payments to be made in accordance with the PROJECT, and copies of waivers of lien for payments made by the VILLAGE.
  - i. FRSA shall make payment to VILLAGE for its reimbursable share by the end of the month for invoices received prior to the fifth (5<sup>th</sup>) day of the month. FRSA shall make payment to VILLAGE by the end of the following month for invoices received after the fifth (5<sup>th</sup>) day of the month.
- f. Change Orders: Approved change orders shall be paid by the Parties in amounts proportional to their eligible contributions toward the original contract amount

established by this Agreement. VILLAGE shall seek prior concurrence from FRSA COUNTY and DEVELOPER for any change order. Change orders which do not cause the total PROJECT costs to exceed \$2 million (\$500,000 per Party) will be approved by the following individuals:

- i. the COUNTY Board Chairman on behalf of the COUNTY;
- ii. the Executive Director of FRSA on behalf of FRSA;
- iii. the President of the VILLAGE on behalf of the VILLAGE; and
- iv. Martin Maggio on behalf of DEVELOPER.

4. Project Costs.

- a. Total Project Costs: Total PROJECT costs are estimated at about \$1,518,259.00 as set forth in Exhibit D. Permit application fees will be considered part of the trunk sewer costs. Inspection and ordinance fee costs will be attributed to PROJECT costs as applicable.
  - i. If the total PROJECT costs were to exceed \$2 million (\$500,000 per Party), then further written approval would be needed by the Parties.
- b. Cost Changes: The Parties recognize that the actual total PROJECT costs may differ from the presently estimated costs. In the event that the actual cost of the PROJECT is different than estimated, and subject to the provisions of Paragraphs 3.f and 4.a above, each Party's share shall be limited to percentages defined in Recital No. 2.

5. Connection Charges.

Except as otherwise provided herein, all property within this Rockford Southeast Trunk Basin shall be charged a connection charge consisting of a basin charge and plant buy-in charge. By FRSA ordinance, the basin charge consists of a construction cost and carrying cost component. Basin fees are reviewed annually and at the completion of each phase of a trunk sewer system construction, and may be adjusted from time to time. Plant buy-in charges are subject to adjustment by the FRSA Board of Trustees. Connection fee adjustments and the imposition of other connection charges are subject to change without prior notice except as provided in Paragraph 7. In all cases, basin and plant buy-in fees shall be collected in accordance with current FRSA Ordinances.

6. Collection and Distribution of Connection Charges.

With respect to each parcel within the basin shown in Exhibit A and described in Exhibit B from which FRSA collects a Rockford Southeast Trunk Basin Connection Fee, FRSA shall remit to VILLAGE, COUNTY, AND DEVELOPER that part of the basin fee which is described in Exhibit E. Basin fees and the amount of reimbursement are subject to adjustment based on the actual cost of PROJECT and cost of previously constructed and remainder to be constructed of the Rockford Southeast Trunk sewer system. The basin connection fee includes the carrying cost component.

FRSA shall withhold an administrative fee for the processing of basin connection charges collected in accordance with Paragraph 7. FRSA shall withhold a three and one-half percent (3.5%) administrative fee for collection of basin connection charges which require distribution to other agencies and Parties. FRSA shall distribute all basin connection fees, less the administrative fee within this basin in accordance with the amounts shown in Exhibit E,

however, the distribution shall be based upon actual, rather than estimated costs for PROJECT.

7. Connection Charge Changes.

In view of the fact that future system changes or other unforeseen contingencies may dictate modification of FRSA's Code of Ordinances concerning connection charges, FRSA may, without liability to the other Parties hereto, modify the connection charges to be collected or the amounts to be distributed hereunder to other Parties if that is necessary in order to make those connection charges fair and reasonable in light of such changed circumstances as required by law. FRSA acknowledges that that in light of present facts and circumstances and FRSA's knowledge of the cost and benefits associated with the extension of sewer services, the connection charges provided in its Code of Ordinances are fair, reasonable and consistent with the actual benefit provided by the extension. FRSA shall also have discretion to adjust connection charges so as to fairly and reasonably spread the connection charges for the trunk sewer system based on actual costs as portion of the system are constructed and utilizing estimate costs for the remainder of the trunk sewer system and also based on changes to the land use or official land use plans within the drainage basin. Basin connection charges may be adjusted for inflation by use of the Construction Cost Index (CCI) found in the Engineering News Record, or if the Index is unavailable, through the use of a comparable index, all as provided by FRSA's Code of Ordinances.

8. Contract Award.

This Agreement is subject to concurrence in the award of a contract for the construction of PROJECT by the Parties. In the event all Parties do not approve the award of a contract, this Agreement shall be null and void. The preliminary cost estimate for PROJECT is \$1,518,259.00.

9. Cost Changes.

The Parties recognize that cost changes may occur after award of a construction contract. In the event that a cost change is submitted by the contractor, the Parties shall consider the request and not withhold their respective approval of reasonable cost change requests from the contractor. Documentation of cost impacts and justification shall be submitted for review prior to approval of any change request.

10. Notices.

Any notice to the Parties by or relating to this Agreement shall be sent by first-class U.S. mail or hand delivered to:

FRSA:	VILLAGE:
Matthew L. Campbell, PE	Timothy Owens
Director of Engineering	President
Four Rivers Sanitation Authority	Village of New Milford
3501 Kishwaukee Street	6771 11 <sup>th</sup> Street
Rockford, IL 61109	Rockford, IL 61109
COUNTY:	DEVELOPER:

Joseph V. Chiarelli	Martin Maggio
Chairman of the County Board	Manager
County of Winnebago	JMD Real Estate Holdings, LLC
404 Elm Street	4752 Baxter Road
Rockford, IL 61101	Rockford, IL 61109

11. Enactment of Appropriate Approval

Each Party shall duly approve and authorize this Agreement as respectively permitted by law.

12. Recording

FRSA shall, in addition to its share of the cost of PROJECT, record this Agreement, absent Exhibit A, in the Recorder's Office of Winnebago County, Illinois, so that all present and future owners of property subject to the connection charges provided for herein may have recorded notice of their potential liability for such charges. Recording charges are eligible costs related to PROJECT.

13. General Provisions

- a. Authority of Developer. If Developer is a corporation, each individual executing this Agreement on behalf of Developer represents and warrants that he or she has full authority to do so and that this Agreement binds the corporation. If Developer is a partnership, each individual, executing this Agreement for Developer represents and warrants that he, she or it is a general partner of the partnership, that he, she or it has full authority to sign for the partnership and that this Agreement binds the partnership and all general partners of the partnership. If Developer is a limited liability company, each individual executing this Agreement on behalf of Developer represents and warrants that he or she has full authority to do so and that this Agreement binds the limited liability company. If Developer is a trust, each individual executing this Agreement on behalf of Developer presents and warrants that he or she has full authority to do so and that this Agreement binds the trust.
- b. Binding Effect. This Agreement shall inure to and shall be binding upon all successors and assigns of the Parties hereto.
- c. Counterparts/Facsimile. This Agreement may be executed in any number of counterparts and by facsimile copy or "PDF" copy delivered by electronic mail, each of which shall be deemed to be an original instrument and all of which taken together shall constitute a single instrument.
- d. Entire Agreement. This document represents the complete Agreement of the Parties and supersedes any prior agreements or understandings relating to the Property to the extent that they are inconsistent with its terms.
- e. Marginal Headings. Other than as expressly defined in this Agreement, the marginal headings, paragraph titles and section titles of this Agreement are not a part of this Agreement and shall have no effect upon the construction or interpretation of any Party hereof.

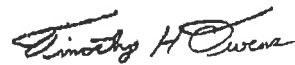
- f. Partial Invalidity. If any provision of this Agreement is deemed to be invalid, void, or illegal, such provision shall in no way affect, impair or invalidate any other provision hereof and such other provision shall remain in full force and effect.
- g. Successors and Assigns. The covenants and conditions herein contained, apply to and bind the heirs, successors, executors, administrators and assigns of the Parties hereto.
- h. Time. Time is of the essence of this Agreement and each and all its provisions in which performance is a factor.
- i. Waiver. The waiver by either Party of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or any subsequent breach of the same or any other term, covenant or condition herein contained.
- j. Amendments. This Agreement may be amended only by written agreement of all Parties.
- k. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois. Any suit necessary to enforce the terms hereof shall be brought before the 17<sup>th</sup> Judicial Circuit Court of Winnebago County, Illinois.
- l. Assignment. No Party shall assign this Agreement without the prior written approval of the other Parties.

IN WITNESS WHEREOF, the Parties hereto have set their hands and seals on the day and year first above written.

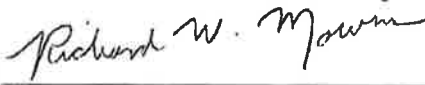
Four Rivers Sanitation Authority  
An Illinois unit of local government

By   
President, Board of Trustees

Village of New Milford  
An Illinois Municipal Corporation

By   
President

ATTEST:

By   
Clerk, Board of Trustees

ATTEST:

By   
Clerk

County of Winnebago, Illinois  
A body politic corporate

By   
CHAIRMAN

JMD Real Estate Holdings, LLC  
An Illinois limited liability company

By 

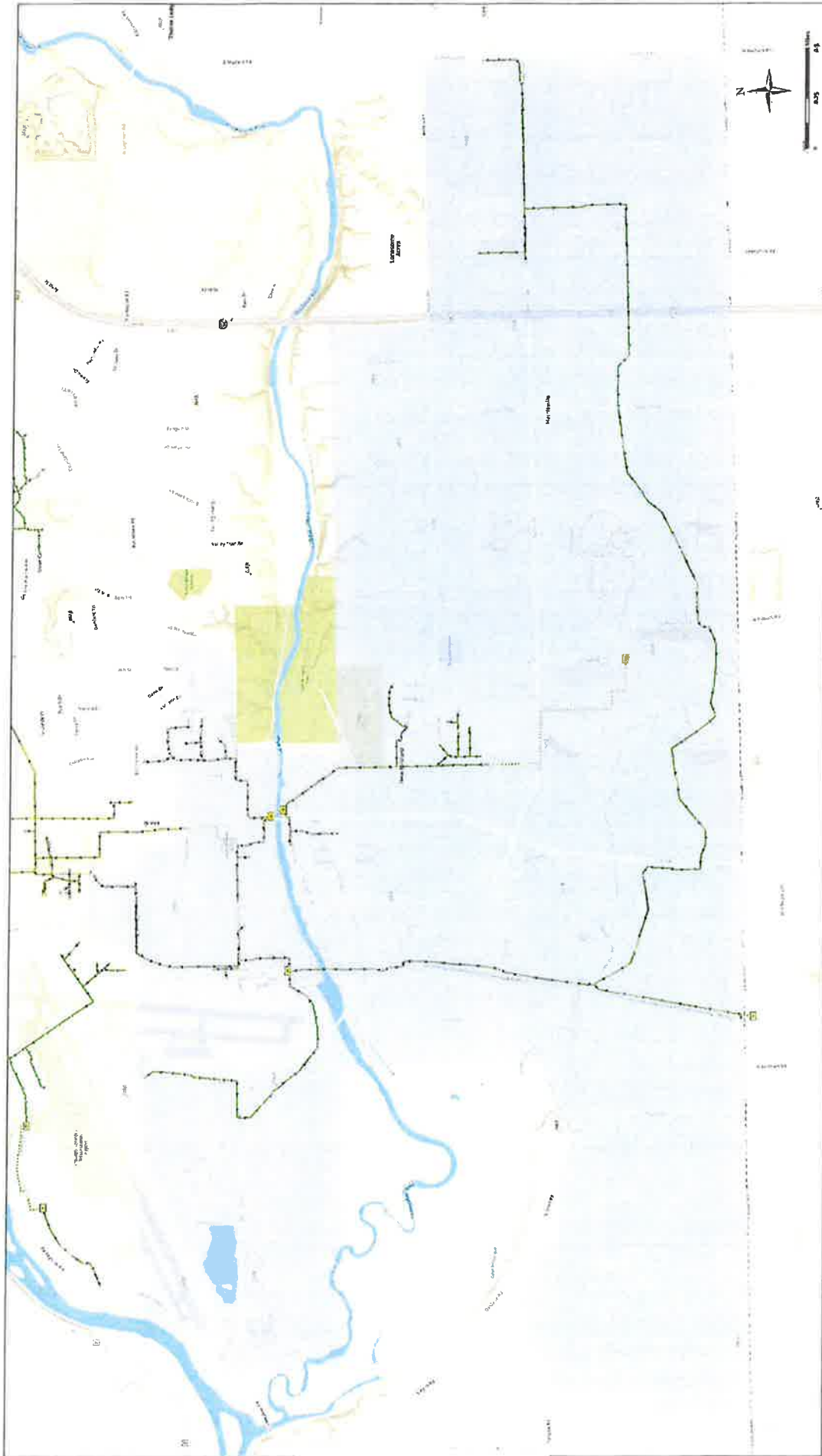
Chairman of the County Board of the  
County of Winnebago, Illinois

Martin Maggio, its Manager

ATTEST:

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

Prepared by & Return to:  
Four Rivers Sanitation Authority  
Matthew L. Campbell, Director of Engineering  
3501 Kishwaukee Street  
Rockford, IL 61109  
(815) 387-7660



# Rockford Southeast Trunk Basin Exhibit A

- Pump Station
- Secondary Main
- - - Force Main
- ▭ Rockford Southeast Trunk Basin

**EXHIBIT B**

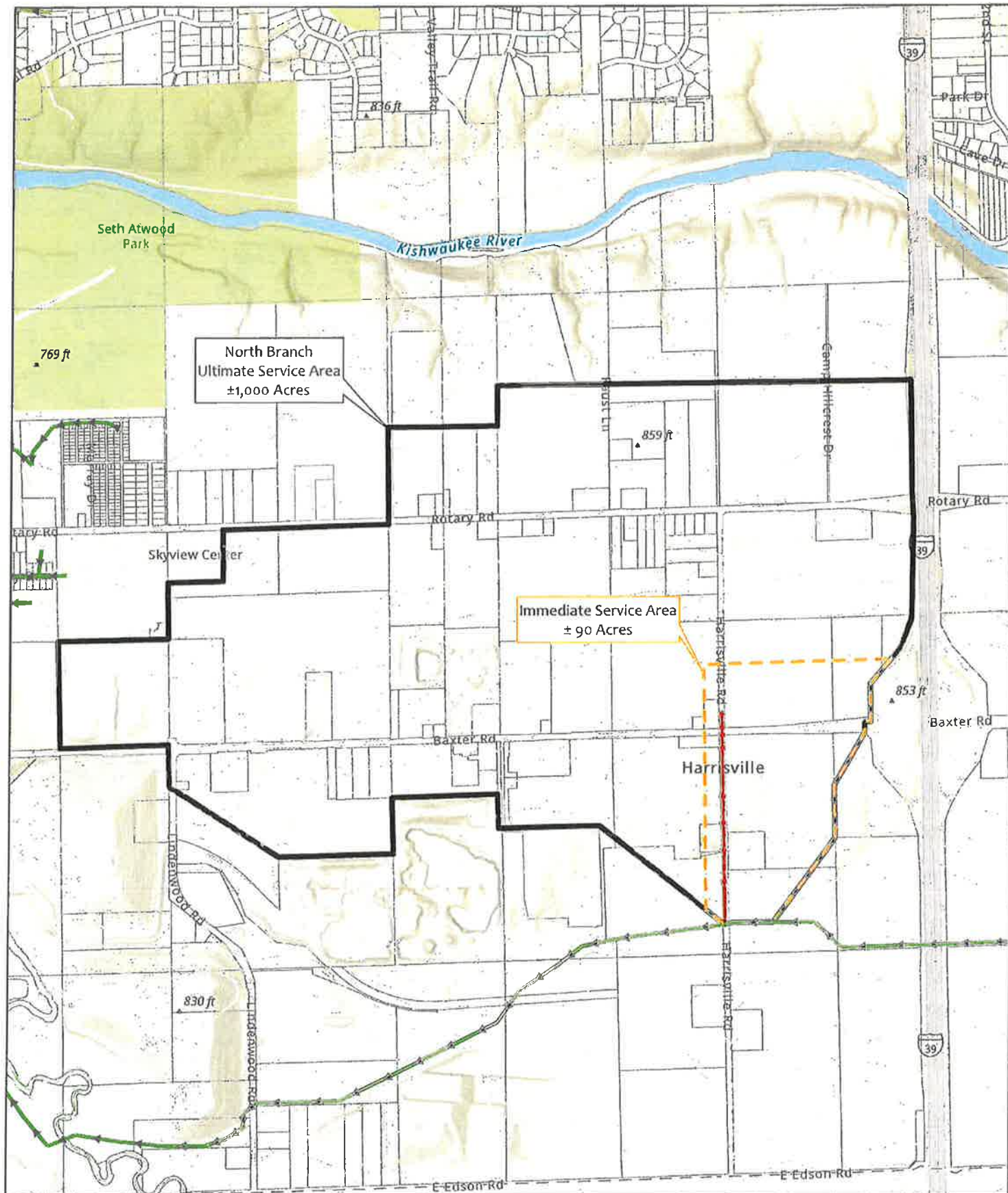
**Legal Description; Rockford SE Trunk Basin**

A tract of land located in part of the Southeast Quarter of Section 14, part of the East Half of Section 21, all of Sections 22 and 23, part of Section 24, all of Sections 25 and 26, part of the Southwest Quarter of Section 27, part of the Southeast Quarter of Section 28, part of Sections 33 and 34, all of Sections 35 and 36, all in Township 43 North, Range 1 East, and a part of Northwest Quarter of Section 19, the South Half of Section 28, a part of Section 29, and Sections 30 through 33, all in Township 43 North, Range 2 East of the Third Principal Meridian, State of Illinois, County of Winnebago, being more specifically described as follows:

Beginning at the Southeast corner of Section 36, Township 43 North, Range 1 East, Third Principal Meridian, said corner being located on the South line of Winnebago County; thence West along the South line of said Sections 36, 35, 34 and 33, an approximate distance of 19,800 feet to the Southwest corner of the East Half of the Southwest Quarter of said Section 33; thence North along the West line of said East Half, an approximate distance of 2,640 feet to the Northwest corner of said East Half; thence East along the North line of said East Half, an approximate distance of 660 feet to the Southwest corner of the East Half of the East Half of the Northwest Quarter of said Section 33; thence North along the West line of said East Half of the East Half of the Northwest Quarter of said Section 33, and approximate distance of 2,614 feet to the South right-of-way line of Condon Road; thence East along the South right-of-way line of Condon Road, an approximate distance of 699 feet to and angle point in Condon Road; thence Northeasterly and Southwesterly along the Southerly right-of-way line of said Condon Road through part of the Northeast Quarter of Section 33, part of the Southeast Quarter of Section 28, through part of the Southwest Quarter of Section 27, through part of the North Half of Section 34 to the intersection of said Southerly right-of-way line of Condon Road with the North line of said North Half of Section 34, the distance along the preceding courses along the South right-of-way line of Condon road is approximately 8,450 feet; thence East along the North line of said North Half of Section 34, an approximate distance of 887 feet to the Northwest corner of Section 35; thence North along the West line of Section 26, an approximate distance of 5,280 feet to the Southeast corner of Section 22; thence West along the South line of said Section 22 and 21, an approximate distance of 7,950 to the Southwest corner of the East Half of Section 21; thence North along the West line of said East Half of Section 21, an approximate distance of 3,800 feet to the Southeasterly bank of the Rock River; thence Northeasterly along said Southeasterly bank, an approximate distance of 2,200 feet to the North line of Section 21; thence East along the North line of Sections 21, 22 and 23, an approximate distance of 9,550 feet to the Southwest corner of the Plat of Logistics Parkway; thence Northeasterly along the Westerly line of said Logistics Parkway, a distance of 1,520.39 feet to the Northwest corner of said Plat of Logistics Parkway; thence East along the North line of said Plat of Logistics Parkway, a distance of 1,748.51 feet to the Northeast corner of Lot 1 of said Plat of Logistics Parkway; thence South along the East line of said Lot 1, a distance of 387.13 feet to the Southeast corner of said Lot 1;

thence West along the South line of said Lot 1, an approximate distance of 345 feet to the East line of the Southeast Quarter of Section 14, Township 43 North, Range 1 East of the 3<sup>rd</sup> Principal Meridian; thence South to the Northwest corner of Section 24, an approximate distance of 930 feet to the Northwest corner of Section 24; thence East along the North line of said Section 24, an approximate distance of 700 feet to the point of intersection with the Northerly elongation of the East line of Lot 11 of said Plat of Arthur L Johnson Subdivision; thence South, a distance of 654.56 feet to the Southeast corner of said Lot 11; thence East along the North line of Lot 27 of said Plat of Arthur L Johnson Subdivision, a distance of 66 feet to the Northeast corner of said Lot 27; thence South along the East line of said Lot 27, a distance of 382.63 feet to the Northwest corner of Lot 2 in said Plat of Arthur L Johnson Subdivision; thence East along the North line of said Lot 2, a distance of 330 feet to the Northeast corner of said Lot 2; thence East across Eleventh Street, an approximate distance of 320 feet to the Northwest corner of Parcel No. 15-24-126-009, said Northwest corner also being the East right-of-way line of Eleventh Street and 305 feet North of the North line of the South Half of the North Half of said Section 24; an approximate distance of 1,250 feet to a point on the West line of Lot 29 of Plat No. 2 of Cherokee Hills; thence North along the West line of Plats No. 2 and 3 of Cherokee Hills, an approximate distance of 1,015 feet to the Northwest corner of said Section 24; thence following the boundaries of Plats No. 3 and 4 of Cherokee Hills for the next four courses: East, a distance of 485.96 feet; South, a distance of 600.00 feet; East, a distance of 838.58 feet; South, a distance of 545 feet to the Southwest corner of Lot 34 of Plat No. 2 of Morgan Meadows; thence East along the South line of said Lot 34, a distance of 180 feet to the Southeast corner of said Lot 34; thence Northeasterly, an approximate distance of 70 feet to the Northwest corner of Lot 45 of said Plat No. 2 of Morgan Meadows; thence Southerly along the Easterly lines of Lots 45 and 46 of said Plat No. 2 of Morgan Meadows, a distance of 217.27 feet to the Northwest corner of Lot 14 of the Plat of Morgan Meadow; thence Northeasterly along the Northerly line of said Lot 14, a distance of 165 feet to the Northeast corner of said Lot 14; thence Southeasterly, an approximate distance of 69 feet to the Northwest corner of Lot 8 of said Plat of Morgan Meadow; thence Northeasterly along the North line of Lots 8, 7, and 6 of said Plat of Morgan Meadow, a distance of 478.27 to the Northeast corner of said Lot 6; Thence North along the West line of Lot 4 of said Plat of Morgan Meadow, an approximate distance of 133 feet to the Northwest corner of Plat of Morgan Meadow; thence East along the North line of said Lot 4, a distance of 180 feet to the Northeast corner of said Lot 4; thence Northeasterly, an approximate distance of 82 feet to the Northwest corner of Lot 59 of Plat No. 1 of Greenridge Estates; thence east along the North line of said Lot 59, a distance of 182 feet to the Northeast corner of said Lot 59; thence north along the East line of said Lot 59, a distance of 115 feet to the Northwest corner of Lot 75 of Plat No. 2 of Greenridge Estates; thence Easterly along the North line of Lots 75-71, a distance of 687.34 to the Northeast corner of said Lot 71; thence Southerly along the East line of said Lot 71, a distance of 237.12 to the Southeast corner of said Lot 71; thence Southwesterly, an approximate distance of 89 feet to the Northeast corner of Lot 87 of said Plat No. 2 of Greenridge Estates; thence Southerly along the Easterly lines of Lots 87-82 of said Plat No. 2 of Greenridge Estates, a distance of 737.38 to the Southeast corner of said Lot 82; thence



Southwesterly, and approximate distance of 168 feet to the Northeast corner of Lot 96 of said Plat No. 1 of Greenridge Estates; thence South along the East lines of Lots 96-99, a distance of 462 feet to the Southeast corner of said Lot 96; thence Southwesterly, an approximate distance of 183 feet to the Northeast corner of Lot 48 of said Plat No. 1 of Greenridge Estates; thence South along the East line of said Lot 48, a distance of 160 feet to the Southeast corner of said Lot 48; thence West along the South lines of said Lots 48, Lot A, and Lot 49 of said Plat No. 1 of Greenridge Estates, a distance of 302.33 feet to the Southwest corner of said Lot 49, also being the Southwest corner of the Northwest Quarter of Section 19, Township 43 North, Range 2 East; thence West along the South line of the Northeast Quarter of Section 24, Township 43 North, Range 1 East, an approximate distance of 2,120 feet to the Northeast corner of the Plat of Tope Subdivision; thence South along the East line of said Plat of Tope Subdivision and along the East line of Lot 30 of the County Clerk's Plat of Section 24, Township 43 North, Range 1 East of the Third Principal Meridian, an approximate distance of 1,020 feet to the North bank of the Kishwaukee River; thence Southwest, an approximate distance of 310 feet to the Northeast corner of Lot 9 of Meadow Trail Subdivision; thence South along the East line of said Meadow Trail Subdivision, an approximate distance 1,390 feet to the North line of Section 25; thence East along the North line of Sections 25, 30, and 29, an approximate distance of 11,250 feet to the West right-of-way line of Interstate Highway Route No. 39; thence South along said Westerly right-of-way line, an approximate distance of 2,640 feet to a point on the North line of the Southeast Quarter of said Section 29; thence East along said North line of the Southeast Quarter of Section 29 and along the North line of the South Half of said Section 28, an approximate distance of 6,970 feet to the Northeast corner of said South Half of Section 28; thence South along the East line of said South Half of Section 28 and along the East line of said Section 33, an approximate distance of 14,900 feet to the Southeast corner of said Section 33; thence West along the South line of said Sections 33, 32, and 31, an approximate distance of 15,930 feet to the Point of Beginning.



Rockford

### Exhibit C

Rockford Southeast Trunk Basin, North Branch  
New Milford / Harrisville Road

-  Existing Sanitary Sewer
-  Proposed Sewer Alignment



**EXHIBIT D**  
**Project Cost Estimate; Rockford SE Trunk – North Branch Phase 1**

<b>Item</b>	<b>Quantity</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Total Estimated Cost</b>
18-Inch Sanitary Trunk Sewer	2486	LF	\$ 200.00	\$ 497,200.00
Sanitary Manholes, 5 FT Diameter	8	Each	\$ 8,000.00	\$ 64,000.00
Connect to Existing Sanitary Manhole, w/ Drop	1	Each	\$ 15,000.00	\$ 15,000.00
Rock Excavation	2400	CY	\$ 65.00	\$ 156,000.00
Sanitary Service, 6-Inch Diameter	6	Each	\$ 2,000.00	\$ 12,000.00
Trench Backfill	5500	CY	\$ 20.00	\$ 110,000.00
Steel Casing Pipe, 30-Inch Diameter	120	LF	\$ 600.00	\$ 72,000.00
Traffic Control and Protection	1	LS	\$ 15,000.00	\$ 15,000.00
Perimeter Soil Erosion Barrier	2500	LF	\$ 3.00	\$ 7,500.00
Ditch Checks	12	Each	\$ 500.00	\$ 6,000.00
Aggregate Base Course, 12-Inch	5500	SY	\$ 14.00	\$ 77,000.00
HMA Pavement, 3-Inch	5500	SY	\$ 20.00	\$ 110,000.00
Topsoil, Seeding and Mulch	5000	SY	\$ 8.00	\$ 40,000.00

Construction =	\$	1,181,700.00
Contingency (15%) =	\$	177,255.00
Engineering & Inspection =	\$	159,304.00
<b>Total Project Estimate=</b>	<b>\$</b>	<b>1,518,259.00</b>

**EXHIBIT E**  
**BASIN CONNECTION FEE<sup>1</sup> DISTRIBUTION CALCULATION**  
**ROCKFORD SOUTHEAST TRUNK SEWER BASIN**

1.	Pump Station, Forcemain & Trunk Phase 1 Project Costs <sup>2</sup> SA No. 106 & CIP No. 96-0547		
	Pump Station, Forcemain and Trunk at Airport		
	A. Construction Costs	A	\$ 3,779,821.34
	B. Engineering & Inspection Costs	B	\$ 280,432.01
	C. Total Project Costs	C	\$ 4,060,253.35
2.	Trunk Phase 2 Pump Station to Rock 39 Project Costs <sup>2</sup>		
	D. Construction Costs		
	1. Pump Station to Lindenwood Road	D1	\$ 8,504,636.44
	2. Lindenwood Road to Rock 39	D2	\$ 1,155,836.05
	E. Engineering & Inspection Costs	E	\$ 891,196.41
	F. Total Project Costs	F	\$10,551,668.90
3.	Rock 39 Unit Three North-South Sewer Project Costs <sup>2</sup>		
	G. Construction/Project Costs	G	\$ 950,891.08
4.	North Branch Project Costs <sup>2</sup> – Estimated		
	H. Phase 1 Construction Costs	H	\$ 1,358,955.00
	I. Phase 1 Engineering & Inspection Costs	I	\$ 159,304.00
	J. Phase 1 Total Project Costs	J	\$ 1,518,259.00
	K. Phase 2 Construction Costs (Regional PS and Trunk)	K	\$ 4,685,000.00
	L. Phase 2 Engineering & Inspection Costs	L	\$ 808,162.00
	M. Phase 2 Total Project Costs	M	\$ 5,493,162.00
5.	West Branch Project Costs <sup>2</sup> – Estimated		
	N. Construction Costs	N	\$ 4,523,500.00
	O. Engineering & Inspection Costs	O	\$ 780,303.00
	P. Total Project Costs	P	\$ 5,303,803.00
6.	New Milford Branch Project Costs <sup>2</sup> – Estimated		
	Q. Construction Costs	Q	\$ 4,121,974.00
	R. Engineering & Inspection Costs	R	\$ 711,040.00
	S. Total Project Costs	S	\$ 4,833,014.00
7.	Rockford Southeast Trunk System Costs <sup>2,6</sup> – Actual and Estimated		
	T. Total System Project Costs [C+F+G+J+M+P+S]	T	\$32,711,051.33
8.	Rockford Southeast Trunk System Participation Costs		
	U. Pump Station, Forcemain & Airport Phase 1 <sup>2</sup>		
	1. FRSA [C]	U1	\$ 4,060,253.35
	V. Pump Station to Rock 39, Phase 2 <sup>2</sup>		
	1. FRSA [F]	V1	\$10,551,668.90
	W. Rock 39 Unit Three North-South Sewer <sup>2</sup>		
	1. FRSA [G]	W1	\$ 950,891.08
	X. North Branch Phase 1 <sup>2,6</sup>		
	1. FRSA [J; 25%]	X1	\$ 379,564.75
	2. Village of New Milford [J; 25%]	X2	\$ 379,564.75

**Basin Connection Fee Distribution Calculation  
Rockford Southeast Trunk Sewer Basin**

3. Winnebago County	[J; 25%]	X3	\$	379,564.75
4. Maggio	[J; 25%]	X4	\$	379,564.75
Y. North Branch Phase 2				
1. Unfunded	[M]	Y1	\$	5,493,162.00
Z. West Branch <sup>2,6</sup>				
1. Unfunded	[P]	Z1	\$	5,303,803.00
AA. New Milford Branch <sup>2,6</sup>				
1. Unfunded	[S]	AA1	\$	4,833,014.00
BB. Rockford Southeast Trunk System Total Basin Costs <sup>2,6</sup>				
1. FRSA	[U1+V1+W1+X1]	BB1	\$	15,942,378.08
2. Village of New Milford	[X2]	BB2	\$	379,564.75
3. Winnebago County	[X3]	BB3	\$	379,564.75
4. Maggio	[X4]	BB4	\$	379,564.75
5. Unfunded	[Y1+Z1+AA1]	BB5	\$	15,629,979.00
9. Gross Basin Connection Fee Reimbursement Per ERU <sup>5,6,7</sup> – Estimated				
CC. Total Basin ERUs		CC		18,996
DD. Exempt/Served ERUs		DD		242
EE. Chargeable ERUs		EE		18,754
FF. Basin Fee <sup>4,7</sup> Per ERU		FF	\$	2,356.02
GG. FRSA	[FF*BB1/T]	GG	\$	1,148.25
HH. Village of New Milford	[FF*BB2/T]	HH	\$	27.34
II. Winnebago County	[FF*BB3/T]	II	\$	27.34
JJ. Maggio	[FF*BB4/T]	JJ	\$	27.34
KK. Repository	[FF*BB5/T]	KK	\$	1,125.75
10. FRSA Administrative Fee Per ERU <sup>6,7</sup> – Estimated				
LL. Village of New Milford	[HH*0.035]	LL	\$	0.96
MM. Winnebago County	[II*0.035]	MM	\$	0.96
NN. Maggio	[JJ*0.035]	NN	\$	0.96
OO. Total Administrative Fee	[LL+MM+NN]	OO	\$	2.88
11. Net Basin Connection Fee Distribution Per ERU <sup>5,6,7</sup> – Estimated				
PP. FRSA	[GG+OO]	PP	\$	1,151.13
QQ. Village of New Milford	[HH-LL]	QQ	\$	26.38
RR. Winnebago County	[II-MM]	RR	\$	26.38
SS. Maggio	[JJ-NN]	SS	\$	26.38
TT. Repository	[KK]	TT	\$	1,125.75
12. Date of Acceptance & Construction Cost Index				
UU. Pump Station, Forcemain, Airport Trunk Ph. 1		UU	7721.34	6/26/2006
VV. Pump Station to Rock 39 Phase 2		VV	8804.79	6/28/2010
WW. Rock 39 Unit Three North-South Sewer		WW	10038.80	6/16/2015
XX. North Branch		XX	_____	_____
YY. West Branch		YY	_____	_____
ZZ. New Milford Branch		ZZ	_____	_____

**Basin Connection Fee Distribution Calculation  
Rockford Southeast Trunk Sewer Basin**

- 1 A plant buy-in connection fee must be added to the basin connection fee to establish the total connection fee.
- 2 Excludes carrying costs.
- 3 Existing Cost Sharing and Reimbursement Agreement.
- 4 Basin connection fees consist of a construction cost component and a carrying cost component based upon the current basin configuration and portion of funded trunk sewers. Carrying costs are determined for a 50-year payback period at a 2.61% annual interest rate. Reimbursements include carrying costs calculated as noted.
- 5 The District acts as the repository of the basin connection fee distribution balance pending completion of future agreements and construction.
- 6 Final values for this Exhibit shall be based upon actual construction costs.
- 7 Basin fee shown is subject to future change.

14

COMMITTEE: Economic Development

SUBJECT: Res. Auth. IGA w/ Vill. of NM, Four Rivers  
+ JMD RealEstate

	AYES	NAYES	PRESENT	ABSENT	ABSTAINED
1. ARENA, PAUL M.	✓				
2. BOOKER, AARON	✓				
3. BUTITTA, JOHN	✓				
4. DE LA TRINIDAD, FREDDY	✓				
5. FELLARS, ANGELA	-			✓	
6. GORAL, ANGIE	✓				
7. HANSERD, VALERIE	✓				
8. HOFFMAN, JOE C.	✓				
9. LINDMARK, BRAD	✓				
10. MCCARTHY, KEVIN	✓				
11. MCDONALD, KEITH	✓				
12. NABORS, TIMOTHY	✓				
13. PENNEY, JOHN	-			✓	
14. SCROL, CHRISTOPHER	✓				
15. SWEENEY, JOHN F.	✓				
16. TASSONI, DAVE	✓				
17. THOMPSON, DR MICHAEL	✓				
18. THOMPSON, RAY	✓				
19. VALDEZ, CHRISTINA	-			✓	
20. WEBSTER, JIM	✓				
TOTALS	17			3	
Unanimous vote					

**Winnebago County Economic Development Business Incentive  
& Host Fee Program Request  
Project Host Fee Loan Summary for:  
Village of New Milford**

<b><u>Applicant / Municipality:</u></b>	<b><u>County Board</u></b>	11	
Village of New Milford	<b><u>District #:</u></b>		
	<b><u>County Board</u></b>	Kevin McCarthy	
	<b><u>Member:</u></b>		
<b><u>Project Location Address:</u></b>	<b><u>Size:</u></b>	~2500 linear feet of sanitary sewer	
2300 ft south of Harrisville Road and Baxter Road intersection, extending ~200' north of the intersection			
	<b><u>Host Fee Loan</u></b>	7	<b>Years of loan life</b>
<b><u>PIN (Reference northeast corner):</u></b>	<b><u>Request:</u></b>		
16-29-376-001	\$280,000		<b>Total Amount</b>

**Project Summary:**

**Village of New Milford** (Village) is requesting a Host Fee Loan for 7 years of loan life in the amount of **\$280,000** from the County. As laid out in the “Loan Schedule” table below, the County will disburse funds to the Village over two (2) fiscal years, as follows, Year 1: \$140,000, Years 2; \$140,000, totaling **\$280,000**, over 5 years. In years 3-7 the Village will repay the County \$56,000 per year for 5 years, making the loan whole (**\$280,000**) with the County. This loan will assist the Village in the extending the sewer line north along the Harrisville Road to the northeast corner of Baxter Road. The sanitary line will stretch approximately 2,500 feet sewer lines to facilitate future development. The Project cost for the Village is expected to be about \$380,000, the Village will cover ~\$100,000 and the loan will cover \$280,000. This Resolution supports the previous Agreements establishing the IGA (2024-CR-024) by and between the Village of New Milford and the County of Winnebago. The IGA established a 4-way partnership among, Winnebago County, Village of New Milford, Four Rivers Sanitation Authority, and JMD Real Estate Holdings, LLC.

**Winnebago County Economic Development Business Incentive  
& Host Fee Program Request**  
**Project Host Fee Loan Summary for:**  
Village of New Milford

**Loan Schedule**

<b>Winnebago County loan \$280,000 to the Village of New Milford</b>				
<b>Loan Year</b>	<b>Year</b>	<b>Payment Structure</b>	<b>County Disbursements</b>	<b>County Receivables</b>
<b>1</b>	2026	<i>Winnebago County Payments to Village of New Milford</i>	\$ (140,000.00)	\$ -
<b>2</b>	2027		\$ (140,000.00)	\$ -
<b>3</b>	2028	<b>Village of New Milford Payments back to the Winnebago County</b>	\$ -	\$ 56,000.00
<b>4</b>	2029		\$ -	\$ 56,000.00
<b>5</b>	2030		\$ -	\$ 56,000.00
<b>6</b>	2031		\$ -	\$ 56,000.00
<b>7</b>	2032		\$ -	\$ 56,000.00
			<b>\$ (280,000.00)</b>	<b>\$ 280,000.00</b>

**Attachments:**

- 
- *Host Fee Loan Program Application- Winnebago County Economic Development, Business Incentive & Host Fee Program*
  - *2026-CR-003*
    - *Intergovernmental Cooperation Agreement*
      - *Approved January 22, 2026*



# Resolution Executive Summary

**Committee Date:** Monday, May 4, 2026

**Committee:** Economic Development

**Prepared By:** Chris Dornbush

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**Document Title:** Resolution To Grant Fifty Thousand Dollars (\$50,000) From Host Fees To The International Women's Baseball Center (IWBC) For Hosting The 2026 Women's Baseball World Cup Group Stage

**County Code:** NA

**Board Meeting Date:** Thursday, May 14, 2026

**Budget Information:**

<b>Was item budgeted?</b> Yes	<b>Appropriation Amount:</b> \$50,000
<b>If not, explain funding source:</b>	
<b>ORG - OBJ - Project Code:</b> 41700 - 43190	<b>Budget Impact:</b> None - Budgeted

**Background Information:**

Since 2014 the County has been intermittently supporting the development of the International Women's Baseball Center (IWBC) in conjuncture with Beyer Stadium, the historic location where the Rockford Peaches played baseball. The IWBC are looking to host the Women's Baseball Softball Confederation (WBSC), Women's Baseball World Cup July 22-26, 2026 in the Rockford Region. This will be the first time this international tournament would take place in Illinois and will include teams from Japan, USA, Australia, Hong Kong, Korea, Mexico. It is anticipated to more than 5,000 domestic and international visitors to our community which is estimated to have an economic impact greater than \$20 million. The IWBC is requesting \$50,000 to assist in the hosting of this tournament.

**Recommendation:**

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

**Contract/Agreement:**

NA

**Legal Review:**

Yes

**Follow-Up:**

Administration can provide updates to the Economic Development Committee and/or the entire Board as requested.

**County Board Office**

404 Elm Street, Rm 533, Rockford, IL 61101 | [wincoil.gov](http://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 TO GRANT FIFTY THOUSAND DOLLARS (\$50,000) FROM HOST FEES TO THE INTERNATIONAL WOMEN’S BASEBALL CENTER (IWBC) FOR HOSTING THE 2026 WOMEN’S BASEBALL WORLD CUP GROUP STAGE**

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

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

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

**WHEREAS**, the County has been intermittently supporting the International Women’s Baseball Center (IWBC) since 2014 through various means to embrace the historic Beyer Stadium and the Rockford Peaches history; and

**WHEREAS**, the Women’s Baseball Softball Confederation (WBSC) Women’s Baseball World Cup will hold this international tournament for the first time in Illinois, that will include teams from Japan, USA, Australia, Hong Kong, Korea, Mexico and others in stadiums in the Rockford Region July 22-26, 2026; and

**WHEREAS**, it is expected to have more than 5,000 domestic and international visitors to the area and generate more than an estimated \$20 million of economic impact; and

**WHEREAS**, IWBC is requesting Fifty Thousand Dollars (\$50,000.00) from host fees to assist with the funding and hosting of the 2026 Women’s Baseball World Cup Group Stage.

**NOW THEREFORE, BE IT RESOLVED**, by the County Board of the County of Winnebago, Illinois that the County of Winnebago, Illinois will grant Fifty Thousand Dollars (\$50,000.00) to International Women’s Baseball Center (IWBC) from host fee funds to support the hosting of the Women’s Baseball Softball Confederation (WBSC) 2026 Women’s Baseball World Cup Group Stage in Rockford, Illinois during the summer of 2026.

**BE IT FURTHER RESOLVED**, that IWBC will be required to reimburse the County the \$50,000.00 (Fifty Thousand Dollars) of this grant allocated to the “WBSC Women’s Baseball World Cup” event, should “WBSC Women’s Baseball World Cup” not occur in 2026.

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

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

Respectfully submitted,  
**Economic Development Committee**

**AGREE**

**DISAGREE**

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JOHN SWEENEY, CHAIR

---

JOHN SWEENEY, CHAIR

---

TIM NABORS, VICE CHAIR

---

TIM NABORS, VICE CHAIR

---

FREDDY DE LA TRINIDAD

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FREDDY DE LA TRINIDAD

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ANGELA FELLARS

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ANGELA FELLARS

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BRAD LINDMARK

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BRAD LINDMARK

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JOHN PENNEY

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JOHN PENNEY

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RAY THOMPSON

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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:

---

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



**Winnebago County**

**Attn: Joe Chiarelli, John Sweeney**

404 Elm Street

Rockford, IL 61101

**April 17, 2026**

Chairman Chiarelli and Board Member Sweeney,

On the heels of a banner year in 2025, the International Women's Baseball Center (IWBC) is poised to make sports history once again the next two summers. The Rockford region — known as the “Cradle of Baseball” and the global home of girls and women's baseball — will host *both* stages of the WBSC Women's Baseball World Cup: the Group Stage (July 22–26, 2026) and the Finals Stage (July 19–25, 2027). This marks the first time ever that the world's most prestigious women's baseball championship will be held in Illinois.

Top international teams — including nine-time champion Japan, two-time champion USA, and perennial contenders Australia, Hong Kong, Korea, and Mexico, among others — will compete on a global stage at Rivets Stadium in Loves Park. Moreover, as a direct result of IWBC hosting the Women's Baseball World Cup, the Rockford region will simultaneously host the world's largest girls youth baseball tournament and a historic AAGPBL reunion, bringing more than 5,000 domestic and international visitors to the area while generating \$20+ million in estimated economic impact and more than one billion media impressions.

This moment and these next two summers represent more than a series of events – they are a once-in-a-generation opportunity to inspire the next wave of girls to see themselves in the game of baseball. The impact of the Women's Baseball World Cup will be felt region-wide – from the competition venue at Rivets Stadium in Loves Park, to opening activations at Hard Rock Casino Rockford, to World Cup-themed youth clinics and national team appearances at historic Beyer Stadium in Rockford.

Sparked by Winnebago County's first commitment years back, IWBC has invested more than \$6 million in the region, creating meaningful economic and community impact in Rockford and across the County. As we prepare to host the Women's Baseball World Cup, we need your support to help ensure successful delivery of the world's most prestigious women's baseball championship.

A certified 501(c)(3) headquartered in Rockford, IWBC is asking Winnebago County for a funding commitment of \$50,000 for the Group Stage 2026 *and* \$50,000 for the Finals Stage 2027 to assist IWBC in hosting the Women's Baseball World Cup. Your support will help ensure Loves Park, Rockford and Winnebago County are ready to host the world the next two summers as IWBC cements the region as the global home for girls and women's baseball.

We invite you to join us in welcoming the world to Winnebago County. Thank you for your consideration.

Respectfully,

**Nick Povalitis**

IWBC Partnerships, [Nick@PlusSevenCompany.com](mailto:Nick@PlusSevenCompany.com), 815.708.1644



WBSC

WOMEN'S BASEBALL  
WORLD CUP



WBSC WOMEN'S BASEBALL WORLD CUP 2026-27 - INTERNATIONAL WOMEN'S BASEBALL CENTER, ROCKFORD, IL, USA

PARTNERSHIPS OVERVIEW | © INTERNATIONAL WOMEN'S BASEBALL CENTER



WBSC  
WOMEN'S BASEBALL  
WORLD CUP



# EVENT OVERVIEW - WBSC WOMEN'S BASEBALL WORLD CUP 2026-27



## WBSC WOMEN'S BASEBALL WORLD CUP

The World Baseball Softball Confederation (WBSC) Women's Baseball World Cup is the most prestigious women's baseball event in the world. A two-stage program over consecutive years, the 10<sup>th</sup> edition of the WBSC Women's Baseball World Cup is set for 2026-27, including a 12-team Group Stage in Summer 2026 and a six-team Final Stage in Summer 2027.

Japan has won the last seven World Cups, while Team USA won the first two. Other top teams include Australia, Canada, Chinese Taipei, Mexico and Venezuela.

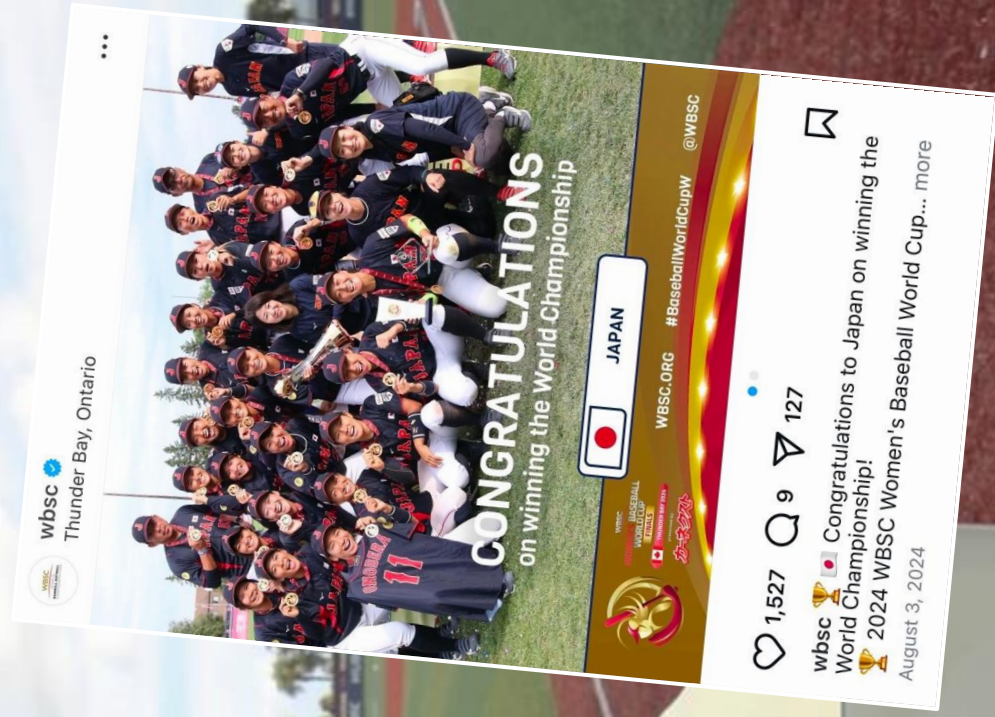


Photo Credit: World Baseball Softball Confederation



WBSC  
WOMEN'S BASEBALL  
WORLD CUP



## EVENT OVERVIEW - WBSC WOMEN'S BASEBALL WORLD CUP 2026-27



## WBSC WOMEN'S BASEBALL WORLD CUP 2026-27 | HOSTED BY IWBC | ROCKFORD, IL, USA HOST + COMMUNITY

The International Women's Baseball Center (IWBC) has been selected to host the WBSC Women's Baseball World Cup Group Stage 2026 and Final Stage 2027, marking the first time ever this global event will be held in Illinois and just the second time it'll be held in the United States. For the next two summers, the Rockford area will be home to the world's most prestigious women's baseball championship, shining a global spotlight on the region.



## SCHEDULE AT-A-GLANCE

### GROUP STAGE 2026, JULY 22-26, 2026, ROCKFORD, IL REGION

- July 17-20 – Staff, directors, officials and team arrivals
- July 21 – Practices, media day and opening banquet
- July 22-26 – Competition days
- July 27 – Inplement weather day
- July 28 – Team, staff & officials departures

*All games to be played at Rivets Stadium in Loves Park, IL. Practices and other community activations will be held at historic Beyer Stadium and other Rockford area venues.*

**Note:** The WBSC Women's Baseball World Cup Final Stage 2027 is scheduled for July 19-25, 2027. Details to be announced.



WBSC  
WOMEN'S BASEBALL  
WORLD CUP



# WBSC WOMEN'S BASEBALL WORLD CUP 2026-27 TIMELINE

**TIMELINE KEY**  
GOLD = COMPLETE  
WHITE = PENDING

## SUMMER 2024

IWBC submits Expression of Interest Letter to WBSC to indicate intent to bid



## FALL 2024

USA Baseball visits IWBC and Rockford venues for WBSC Women's Baseball World Cup 2026-27



WBSC  
WOMEN'S BASEBALL  
WORLD CUP

## SUMMER 2025

IWBC unveils event partners and continues event operations and fundraising efforts

## FEBRUARY 2025

IWBC submits official bid to WBSC to host Women's Baseball World Cup 2026-27

## JUNE 2025

WBSC awards IWBC Women's Baseball World Cup Group Stage 2026

## JULY 2026

WBSC Women's Baseball World Cup Group Stage 2026 hosted by IWBC in Rockford, IL



## JULY 2027

WBSC Women's Baseball World Cup Finals 2027 hosted by IWBC in Rockford, IL



WBSC

WOMEN'S BASEBALL  
WORLD CUP

# HOST ORGANIZATION





**ABOUT THE HOST**  
**IWBC'S MISSION**

At the International Women's Baseball Center – the world's leading nonprofit organization dedicated to the preservation and advancement of girls and women's baseball – education is the cornerstone of our mission to protect, preserve, and promote all aspects of women's baseball, both on and off the field. We strive to inspire the next generation of players by helping them realize their dreams of not only participating in the sport, but also of passing on all they learn and achieve for generations to come.



WBSC  
WOMEN'S BASEBALL  
WORLD CUP



HOST ORGANIZATION - WBSC WOMEN'S BASEBALL WORLD CUP 2026-27



## HOLISTIC PROGRAMS IWBC'S IMPACT

IWBC's administers a variety of programs, including educational conferences, film screenings, free camps and clinics, workshops, youth tournaments, traveling exhibits, block parties, and hosting global events like the **World Baseball Softball Confederation (WBSC) Women's Baseball World Cup 2026-27**.





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WOMEN'S BASEBALL  
WORLD CUP



HOST ORGANIZATION - WBSC WOMEN'S BASEBALL WORLD CUP 2026-27



## ROCKFORD, IL, USA: THE CRADLE OF BASEBALL IWBC'S LINEAGE

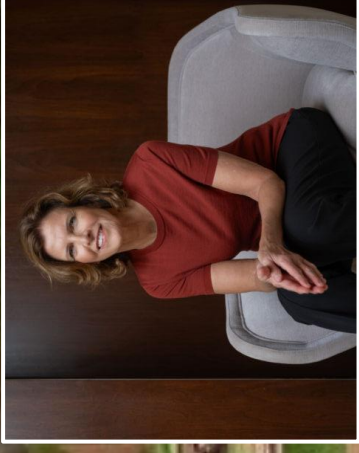
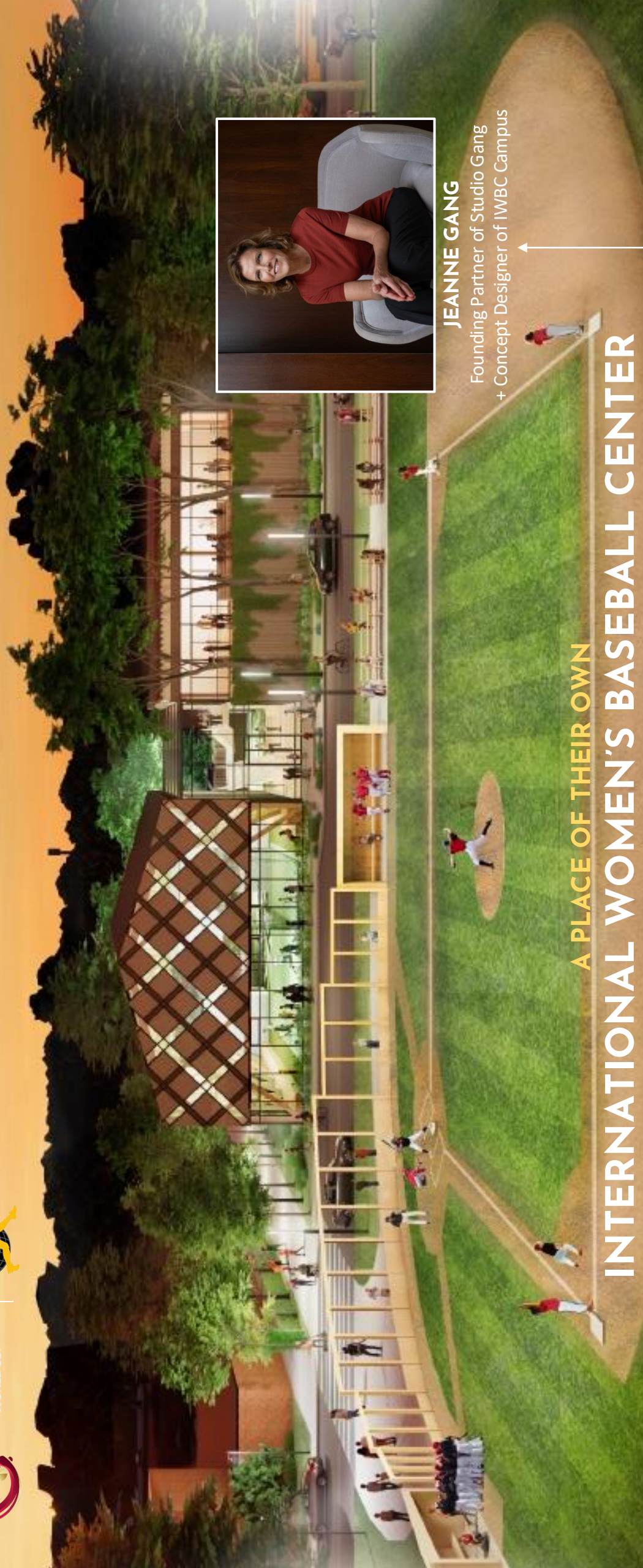
With deep ties to the sport through legendary figures such as Albert Spalding, Ross Barnes and other famous players, Rockford is affectionately known as the "Cradle of Baseball." With Philip K. Wrigley's charter of the All-American Girls Professional Baseball League in 1943, the city also became home to the Rockford Peaches, the only team in the league to play all 12 seasons at the same field— historic Beyer Stadium.



WBSC  
WOMEN'S BASEBALL  
WORLD CUP



HOST ORGANIZATION - WBSC WOMEN'S BASEBALL WORLD CUP 2026-27



**JEANNE GANG**

Founding Partner of Studio Gang  
+ Concept Designer of IWBC Campus

A PLACE OF THEIR OWN

# INTERNATIONAL WOMEN'S BASEBALL CENTER

Targeting LEED Platinum certification, the **International Women's Baseball Center** is designed by world-renowned architect and Belvidere, IL, native **Jeanne Gang**, founding partner of Studio Gang. IWBC's plans include Beyer Stadium at Maybelle Blair Park, a fully restored competition-grade ballpark, and an adjacent indoor sports activity center and museum. Based in south Rockford, IWBC's six-acre campus is projected for completion in 2030 as a world-class facility for residents and visitors from around the world.



WBSC  
WOMEN'S BASEBALL  
WORLD CUP®

## PARTNERSHIPS OVERVIEW



WBSC  
WOMEN'S BASEBALL  
WORLD CUP®  
GROUP STAGE 2026





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WOMEN'S BASEBALL  
WORLD CUP



## PARTNERSHIPS OVERVIEW - WBSC WOMEN'S BASEBALL WORLD CUP 2026-27

**\$1.28B**

Projected revenue generated from women's sports in 2024

**\$7.3M**

Projected impact of Women's Baseball World Cup 2018

**40,000+**

Number of people served directly by IWBC since 2014

**2,339**

Hotel overnights from teams/staff only during World Cup '24

**7:1**

\$7 generated for \$1 spent on women's sports sponsorship

**860M**

Total media reach of Women's Baseball World Cup 2018

**1.3M**

Total of WBSC and IWBC social followers

**3,500+**

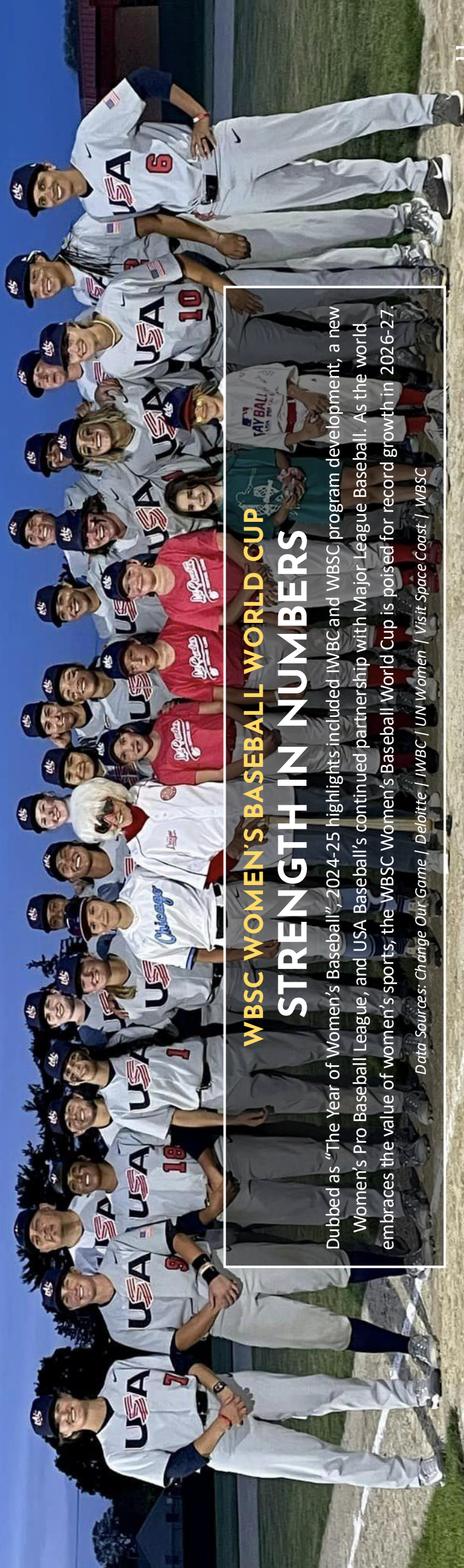
Media mentions, \$1.1 million ad equivalency (World Cup 2018)

**300%**

Growth of media coverage of women's sports since 2019

**1<sup>st</sup>**

2026-27 marks first time Women's Baseball World Cup held in Illinois



## WBSC WOMEN'S BASEBALL WORLD CUP STRENGTH IN NUMBERS

Dubbed as "The Year of Women's Baseball", 2024-25 highlights included IWBC and WBSC program development, a new Women's Pro Baseball League, and USA Baseball's continued partnership with Major League Baseball. As the world embraces the value of women's sports, the WBSC Women's Baseball World Cup is poised for record growth in 2026-27.

Data Sources: Change Our Game | Deloitte | IWBC | UN Women | Visit Space Coast | WBSC



**PREMIER EXPERIENCES**

Throw out the first pitch. Host a company gameday party at the stadium. Activate your brand through product placement. And more! These options are reserved for our higher-level partners. **INQUIRE FOR MORE INFORMATION!**

**CUSTOM PARTNERSHIPS**

Have another idea of how to activate your brand? Let's discuss other options and build a partnership customized for you!

**WBSBC WOMEN'S BASEBALL WORLD CUP 2026-27  
PARTNERSHIP BENEFITS**



**BRAND AWARENESS  
+ REACH**



**COMMUNITY  
IMPACT**



**ECONOMIC +  
TOURISM DRIVER**



**INTERNATIONAL  
AUDIENCE**



**ACCESS TO  
GROWING SEGMENT**    **PREMIUM  
EXPERIENCES**



**EVENT TICKETS  
+ SWAG**



**LEGACY +  
PHILANTHROPY**

***Note: Event net proceeds benefit the International Women's Baseball Center (501(c)(3)).***



WBSC  
WOMEN'S BASEBALL  
WORLD CUP



PARTNERSHIP'S OVERVIEW - WBSC WOMEN'S BASEBALL WORLD CUP 2026-97

## CONTACT INFORMATION THANK YOU!



**DR. KAT WILLIAMS**

IWBC CEO

[KWilliams@IWBC.org](mailto:KWilliams@IWBC.org)

304.617.4474



**NICK POVALITIS**

IWBC PARTNERSHIPS

[Nick@PlusSevenCompany.com](mailto:Nick@PlusSevenCompany.com)

815.708.1644



**Winnebago County Annual Host Fee Award Policy Application**

<b>ORGANIZATIONAL INFORMATION</b>	
<b>Organization Name:</b>	
<b>Contact (Point) Person:</b>	
<b>Contact Person Position:</b>	
<b>Contact Phone Number:</b>	( ___ ) ___ - _____ <b>Work</b> <b>Home</b> <b>Mobile</b> <b>Other:</b> _____ ( ___ ) ___ - _____ <b>Work</b> <b>Home</b> <b>Mobile</b> <b>Other:</b> _____
<b>Address(es) / Location(s) of Activity:</b>	1) _____ 2) _____ 3) _____
<b>Description of the Organization:</b>	
<b>Requested Award Amount (\$):</b>	\$ ___ , ___ <u>50,000.00</u>
<b>Proposed Use of Award (specific):</b>  <i>Should address items, such as: what, who, when, where, how, etc.?</i>	

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

**Winnebago County Annual Host Fee Award Policy Application**

<b>Expected Program Outcomes Outlined:</b>			
<b>OTHER PARTICIPATING ORGANIZATION(S)</b>			
<b>Name(s)</b>	<b>INVESTMENT</b>		
	<b>Amount (\$)</b>	<i>or</i>	<b>Type of Involvement (Description)</b>
	\$ _____, <u>50,000.00</u>		
	<b>Has the investment been formally/officially approved?</b> <input type="checkbox"/> <b>Approved</b> Date: _____ <input type="checkbox"/> <b>Anticipated</b> Date: _____		
	\$ _____, <u>20,000.00</u>		
	<b>Has the investment been formally/officially approved?</b> <input type="checkbox"/> <b>Approved</b> Date: _____ <input type="checkbox"/> <b>Anticipated</b> Date: _____		
	\$ _____, <u>15,000.00</u>		
	<b>Has the investment been formally/officially approved?</b> <input type="checkbox"/> <b>Approved</b> Date: _____ <input type="checkbox"/> <b>Anticipated</b> Date: _____		

**Required documents to be submitted by the Organization**

- 501(c)(3) tax exempt status
- signed W-9 form

*Kat Williams*

*4-24-26*

**Applicant Signature**

**Date**

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

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




(https://www.ilsos.gov/search/searchgoogle.html)

Driver's Licenses & ID Cards

Vehicles, Plates & Titles

Business Services

More Services

# Business Entity Search

## Entity Information

**Entity Name**  
INTERNATIONAL WOMEN'S BASEBALL CENTER

**File Number**  
70665816

**Status**  
ACTIVE

**Entity Type**  
CORPORATION  
**Type of Corp**  
NOT-FOR-PROFIT

**Incorporation Date (Domestic)**  
05-27-2016  
**State**  
ILLINOIS

**Duration Date**  
PERPETUAL

**Annual Report Filing Date**  
00-00-0000  
**Annual Report Year**  
2026

**Agent Information**

SHERRY L. HARLAN

100 PARK AVE

ROCKFORD ,IL 61101-1099

**Agent Change Date**

08-20-2020

**Services and More Information**

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

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



# Resolution Executive Summary

**Committee Date:** Monday, May 4, 2026

**Committee:** Economic Development

**Prepared By:** Chris Dornbush

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**Document Title:** Resolution Authorizing A Program Development And Administrative Services Agreement For The Property Assessed Clean Energy (PACE) Program By And Between The County Of Winnebago, Illinois And Slipstream Group, Inc.

**County Code:** Illinois Public Act 100-0077, the Illinois Property Assessed Clean Energy Act (50 ILCS 50)

**Board Meeting Date:** Thursday, May 14, 2026

**Budget Information:**

<b>Was item budgeted?</b> No	<b>Appropriation Amount:</b> NA
<b>If not, explain funding source:</b>	
<b>ORG - OBJ - Project Code:</b>	<b>Budget Impact:</b> NA

**Background Information:**

Winnebago County originally established the Property Assessed Clean Energy (“PACE”) Program February 11, 2021 (2021-CO-006), a state wide program that requires communities to opt-in if they so choose. The original agreement term ended in 2025 and is looking to be re-established with Slipstream Group, Inc. as the daily Program Administrator. This Program is an economic development tool that enables 100% long-term, fixed-rate, non-recourse financing for energy efficiency, renewable energy, and water improvements in commercial properties. It allows financing to be repaid via property tax assessments up to 30 years and runs with the land not necessarily the individual/organization. This can be utilized anywhere in Winnebago County, allowing municipalities to take advantage of this for development projects.

**Recommendation:**

Winnebago County supports economic growth to our region, especially with projects that create a positive impact on the Equalized Assessed Value (EAV).

**Contract/Agreement:**

Yes

**Legal Review:**

Yes

**Follow-Up:**

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

**County Board Office**

404 Elm Street, Rm 533, Rockford, IL 61101 | [wincoil.gov](http://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 \_\_\_\_\_

---

**RESOLUTION AUTHORIZING A PROGRAM DEVELOPMENT AND ADMINISTRATIVE SERVICES AGREEMENT FOR THE PROPERTY ASSESSED CLEAN ENERGY (PACE) PROGRAM BY AND BETWEEN THE COUNTY OF WINNEBAGO, ILLINOIS AND SLIPSTREAM GROUP, INC.**

---

**WHEREAS**, the County of Winnebago, Illinois (the “**County**”) supports the growth of economic development for the region, particularly when projects increase the equalized assessed value; and

**WHEREAS**, the County desires to adopt a resolution authorizing the County to create and administer the Winnebago County Property Assessed Clean Energy (PACE) Program (the “**Program**”) in compliance with Illinois Public Act 100-0077, the Illinois Property Assessed Clean Energy Act (50 ILCS 50) for the qualification, approval, granting, administration and collection of Program loans; and

**WHEREAS**, the County wishes to contract with a Person (1) to work with the County to develop the Program terms and documents and (2) to act as the program administrator for the Program (the period during which the program terms and documents are being developed shall be referred to herein as “**Phase 1**”, and the period during which the Program shall operate shall be referred to herein as “**Phase 2**”); and

**WHEREAS**, Slipstream Group, Inc., a nonprofit corporation (“**Slipstream**”), is able to act as a program administrator that will contract with various entities with experience in energy efficiency and PACE (as defined in the Agreement) programs to assist in the offering of program administration services, and its contractors have experience in energy efficiency financing programs; and

**WHEREAS**, the County desires to retain the services of Slipstream to develop the terms and documentation of the Program during Phase I and act as administrator for the Program pursuant to the terms set forth in an amended and restated version of the Agreement during Phase 2.

**NOW THEREFORE, BE IT RESOLVED**, by the County Board of the County of Winnebago, Illinois, that the Winnebago County Chairman is authorized to execute the Program Development and Administrative Services Agreement by and between the County of Winnebago, Illinois and Slipstream Group, Inc., and in substantially the same form as that set forth in Exhibit A, attached hereto.

**BE IT FURTHER RESOLVED**, that this Resolution and the attached Agreement referenced as, "Exhibit A", entered into shall not become effective and binding unless and until the respective Parties have executed the Agreement.

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

Respectfully submitted,  
**Economic Development Committee**

**AGREE**

**DISAGREE**

---

JOHN SWEENEY, CHAIRMAN

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JOHN SWEENEY, CHAIRMAN

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TIM NABORS, VICE CHAIR

---

TIM NABORS, VICE CHAIR

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FREDDY DE LA TRINIDAD

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FREDDY DE LA TRINIDAD

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ANGELA FELLARS

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ANGELA FELLARS

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BRAD LINDMARK

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BRAD LINDMARK

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JOHN PENNEY

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JOHN PENNEY

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RAY THOMPSON

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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:

---

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

**PROGRAM DEVELOPMENT AND  
ADMINISTRATIVE SERVICES AGREEMENT**

**BETWEEN**

**THE COUNTY OF WINNEBAGO,  
ILLINOIS**

**AND**

**SLIPSTREAM GROUP, INC Dated as of**

\_\_\_\_\_, 2026

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**EXHIBITS**

Exhibit A	Definitions
Exhibit B	Administration Services
Exhibit C	Supplemental Services

## PROGRAM DEVELOPMENT AND ADMINISTRATIVE SERVICES AGREEMENT

This PROGRAM DEVELOPMENT AND ADMINISTRATIVE SERVICES AGREEMENT (as amended, modified or supplemented from time to time, this "**Agreement**") is entered into as of \_\_\_\_\_, 20\_\_ (the "**Effective Date**") between The County of Winnebago (the "**County**"), and Slipstream Group, Inc ,a Wisconsin based not for profit corporation ("**Slipstream**"), as administrator (in such capacity, the "**Administrator**").

### RECITALS

A. The County desires to adopt a resolution (the "**Resolution**") authorizing the County to create and administer the Winnebago County Property Assessed Clean Energy (PACE) Program (the "**Program**") in compliance with Illinois Public Act 100-0077, the Illinois Property Assessed Clean Energy Act (50 ILCS 50) for the qualification, approval, granting, administration and collection of Program loans;

B. The County wishes to contract with a Person (1) to work with the County to develop the Program terms and documents and (2) to act as the program administrator for the Program (the period during which the program terms and documents are being developed shall be referred to herein as "**Phase 1**", and the period during which the Program shall operate shall be referred to herein as "**Phase 2**");

C. Administrator is a nonprofit corporation able to act as a program administrator that will contract with various entities with experience in energy efficiency and PACE (as defined below) programs to assist in the offering of program administration services, and its contractors have experience in energy efficiency financing programs; and

D. The County desires to retain the services of Slipstream to develop the terms and documentation of the Program during Phase I pursuant to the terms set forth herein and act as administrator for the Program as set forth herein in an amended and restated version of this Agreement during Phase 2.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

### AGREEMENT

Capitalized terms used and not otherwise defined herein shall have the meaning set forth in Exhibit A.

### ARTICLE 1 ADMINISTRATOR SERVICES

**1.1 Engagement of Administrator; Term.** On the terms and conditions set forth in this Agreement, the County hereby engages Administrator to develop and the PACE Program Manual (and, after approval by the Winnebago County Board, eventually perform) the Services for the Program for Eligible Properties (as defined in Exhibit A). Performance of the Services shall

commence on the Effective Date and shall continue for a period of five (5) calendar years (the "*Term*").

**1.2 Acceptance by Administrator.** Administrator accepts the engagement referred to in Section 1.1 and agrees to perform the Services for the County.

**1.3 Program Administration Services.** The "*Administration Services*" shall consist of the Program administration services set forth in Exhibit B. In addition, the Administrator shall maintain complete and adequate books and records of all documents (including any originals thereof) related to the operation of the Program during the Term.

**1.4 Supplemental Services.** Administrator may perform the "*Supplemental Services*" set forth in Exhibit C. The Administrator may provide the Supplemental Services, Administrator shall submit to the County, draft Program documentation to describe the Supplemental Service and any supplemental fee to be paid to the Administrator therefor (the "*Supplemental Documentation*"). If the County accepts the proposed Supplemental Documentation and notifies the Administrator of its acceptance of the Administrator's provision of the Supplemental Service(s) in writing, then the Supplemental Documentation shall become part of the Program Documents and the Administrator may charge for such Supplemental Service(s).

**1.5 The Services.** The Administration Services, any Supplemental Services approved pursuant to Section 1.4 and any Non-Agreed Services under Section 1.6, performed by the Administrator under this Agreement shall together be the "*Services*".

**1.6 Acknowledgment of Program Development and Set-up Services.** The County acknowledges that Administrator has heretofore performed certain Program development and set-up services and expended considerable resources for which Administrator is not seeking direct cost recovery.

**1.7 Standard of Performance.** (a) The Administrator shall perform the Services in material compliance with the standards of care and performance set forth in this Section 1.7. The Administrator shall perform the Services in accordance with the terms of this Agreement, the terms and requirements of the Program Documents and Applicable Laws and consistent with professional standards for services of this kind. The parties hereto agree that in connection with the specification of the Services to be performed during Phase 2, the parties will negotiate additional protective language consistent with agreements for services.

(b) The Administrator may engage Subcontractors as reasonably believed by the Administrator to be necessary or desirable to perform the Services; provided that (i) the fees of such Subcontractors shall be paid by the Administrator; and (ii) the Administrator shall at all times be responsible for the performance of all Services, whether performed by Administrator or its Subcontractor. With respect to the selection of any Subcontractor for the performance of any of the Services, the Administrator shall exercise reasonable care to select reasonably well-qualified Subcontractors based on their experience, availability, reputation and creditworthiness and shall supervise and monitor such Subcontractors' performance of such delegated activity or duty in accordance with the terms of this Agreement and Applicable Laws.

(c) The Administrator agrees to comply in all material respects with all applicable Illinois and federal laws in the performance of its duties under this Agreement.

**1.8 Audit.** The Administrator agrees that the County shall have the right to conduct an audit of the Administrator's books and records maintained related to the Program reflecting the financial, compliance and performance information of the Program, provided that the County shall be responsible for all costs related to engaging any outside auditors, and shall be limited to conducting only one (1) audit per calendar year. The County shall provide the Administrator with no less than five (5) Business Days' advance written notice. Such audit shall be conducted at the expense of the County, during the Administrator's normal business hours, and so as to minimize the disruption of the Administrator's business, including the operation of the Program. The County agrees to provide the Administrator with a draft report of the findings from the audit at least ten (10) Business Days prior to its planned release or publication in order to provide the Administrator with the right to respond to any findings therein.

**1.9 Insurance.** The Administrator shall maintain, at all times, during the Term the following insurance, and shall deliver ACORD certificates to the County evidencing the same is in force.

(a) Commercial General Liability insurance with a minimum coverage of \$2,000,000 per occurrence, \$2,000,000 aggregate;

(b) Employer's Liability insurance with a minimum coverage of \$1,000,000 per occurrence, and \$1,000,000 in the aggregate;

(c) Automobile Liability insurance with a minimum coverage of \$1,000,000;

(d) Professional Errors and Omissions insurance with a minimum coverage of \$1,000,000 per occurrence and \$2,000,000 in the aggregate;

(e) Personal and Advertising Injury insurance with a minimum coverage of \$1,000,000 per occurrence and \$1,000,000 in the aggregate;

(f) Medical expense insurance with a minimum coverage of \$5,000 per employee;

(g) Umbrella insurance with a minimum coverage of \$1,000,000 (including retention for self-insured hazards in an amount of \$1,000,000); and

(h) Workers' Compensation and Employer's Liability insurance in the event the Administrator has any employees.

**1.10 Exclusions.** Nothing in the Agreement, including Exhibit B or Exhibit C, will imply any duty of the Administrator under any circumstances to expend its own funds in payment of the County's expenses, except as expressly provided herein.

**ARTICLE 2  
COUNTY OBLIGATIONS.**

**2.1 County Obligations.** The County shall perform the following obligations:

(a) **Duty to Cooperate.** The County shall cooperate in good faith with the Administrator in taking all actions reasonably requested by the Administrator and providing any documentation as required in connection with the Administrator's performance of the Services and its other obligations hereunder by, without limitation, supporting the Administrator's efforts to develop the Program Manual and the other Program Documents.

(b) **Agreement to Negotiate.** The County agrees to negotiate in good faith the terms of the duties of the Administrator with respect to the Program within the initial Term.

**2.2 Exclusivity.** The County shall not contract with any third party to perform the Services, including any Supplemental Services, or to operate the Program during the Term, without the Administrator's express written consent.

**ARTICLE 3  
ADMINISTRATION FEES**

**3.1 Administration Fees.** The Administrator shall be compensated for its performance of the Administration Services by collecting and retaining the fees and charges from applicants and owners of Eligible Properties with a completed Project thereon including the following (collectively, the "*Administration Fees*"). The parties hereto agree that the fees to be paid the Administrator, including for any supplemental services provided by the Administrator for services requested by the County after the date hereof, shall be negotiated by the parties.

**ARTICLE 4  
TERMINATION**

**4.1 Administrator Events of Default.**

(a) The County may terminate this Agreement immediately upon written notice to the Administrator in the event of any of the following events of default by the Administrator:

(i) an Insolvency Event occurs with respect to the Administrator and remains undismissed or unstayed for a period of sixty (60) days; or

(ii) the Administrator violates in any material respect any of the provisions of this Agreement, which violation remains uncured for thirty (30) days following the Administrator's receipt of written notice thereof from the County; provided that, if such violation is capable of cure and the Administrator is diligently attempting to cure such violation, the Administrator's opportunity to cure shall be extended for so long as is reasonably necessary to cure such violation (not to exceed one hundred eighty (180) days after the original notice from the County); or

(iii) a representation made by the Administrator in or pursuant to this Agreement is proven to have been false or misleading in any material respect as of the date on which it was made and (A) has not been cured within thirty (30) days following the Administrator's receipt of written notice thereof from the County or (B) is not capable of being cured; or

(iv) the Administrator assigns or transfers this Agreement or any right or interest herein except in accordance with Section 9.4; or

(v) the Administrator engages in any act of bad faith, fraud, gross negligence or willful misconduct with regard to, or in the performance of its obligations under, this Agreement.

(b) **County Remedies.** The County shall promptly (no later than thirty (30) days) notify the Administrator in writing upon the occurrence of any of the events set forth in Section 4.1(a). Upon termination of this Agreement for any of the reasons set forth in Section 4.1(a): (i) the County may instruct the Administrator to immediately discontinue the Services, (ii) the Administrator shall be entitled to all undisputed amounts due to the Administrator under this Agreement and not yet paid as of the date of termination (whether or not invoiced) and (iii) the Administrator shall pay the County for any amounts due to the County under this Agreement and not yet paid as of the date of termination (whether or not invoiced). Other than the remedies described in this Section 4.1(b) and the Administrator's obligations under Section 4.5, the Administrator shall have no other or further liability to the County resulting from termination of this Agreement pursuant to this Section 4.1.

#### **4.2 County Events of Default.**

(a) The Administrator may terminate this Agreement immediately upon written notice to the County in the event of any of the following events of default by the County:

(i) The County violates in any material respect any of the provisions of this Agreement not otherwise set forth in this Section 4.2(a), which violation remains uncured for thirty (30) days following the County's receipt of written notice thereof from the Administrator; provided that, if such violation is capable of cure and the County is diligently attempting to cure such violation, the County's opportunity to cure shall be extended for so long as is reasonably necessary to cure such violation (not to exceed one hundred eighty (180) days after the original notice from the Administrator ); or

(ii) a representation made by the County in or pursuant to this Agreement is proven to have been false or misleading in any material respect as of the date on which it was made and (A) has not been cured within thirty (30) days following the County's receipt of written notice thereof from the Administrator or (B) is not capable of being cured; or

(iii) The County assigns or transfers this Agreement or any right or interest herein except in accordance with Section 9.4.

(b) **Administrator Remedies.** The Administrator shall promptly notify the County in writing upon the occurrence of any of the events set forth in Section 4.2(a). Upon termination of this Agreement for any of the reasons set forth in this Section 4.2, (i) the Administrator may immediately discontinue the Services, (ii) the Administrator shall be entitled to all undisputed amounts due to the Administrator under this Agreement and not yet paid as of the date of termination (whether or not invoiced) and the County shall pay, or cause to be paid, any fees or expenses associated with the cessation of services and the performance of the Administrator's obligations under Section 4.5 and (iii) the Administrator shall pay the County for any amounts due to the County under this Agreement and not yet paid as of the date of termination (whether or not invoiced).

(c) **Termination for Convenience:** Either party may terminate this Agreement for any reason upon giving the other party at least one hundred eighty (180) days notice in writing of intent to terminate pursuant to Section 9.10 of this Agreement.

#### **4.3 Termination for Force Majeure.**

Either Party may terminate this Agreement if the other Party (i) gives notice of a Force Majeure Event pursuant to Section 7.1 and (ii) fails to give notice of cessation of the Force Majeure Event pursuant to Section 7.2(ii) within ninety (90) days thereafter.

#### **4.4 Effect of Termination.**

(a) **Termination Notice.** A Party terminating this Agreement pursuant to this Article 4 shall deliver to the other Party a written notice of termination to that effect (the "**Termination Notice**"), which shall specify in reasonable detail the circumstances giving rise to the Termination Notice. Except to the extent otherwise provided herein, this Agreement shall terminate on the date specified in the Termination Notice, which date shall not be earlier than the date upon which the applicable Party is entitled to effect such termination as provided above.

(b) **No Prejudice.** Termination of this Agreement shall not affect any rights or obligations as between the Parties which may have accrued prior to such termination. In addition, termination of this Agreement for any reason shall be without prejudice to Administrator's right to receive a proportional amount of the Administration Fees as of the date of termination and without prejudice to any Eligible Participant or other parties to a PACE transaction. The remedies provided for in this Agreement shall be the sole and exclusive remedies for any breach of this Agreement or any indemnification provided for herein, provided that each Party shall be entitled to specifically enforce this Agreement.

#### **4.5 Administrator Obligations after Termination.**

(a) **Final Accounting.** Upon termination of this Agreement for any reason, the Administrator shall deliver or cause to be delivered to the County all books, records, contracts, plans, specifications, reports, studies, leases, rent rolls, receipts for deposits, unpaid bills, and other papers, materials, supplies, documents or properties (including information stored in a computer) which are in the Administrator's possession or control

and which relate to the Program or the Services.

Consult with the County. For a period of sixty (60) days after termination of this Agreement, the Administrator shall make one representative available to the County and/or a successor administrator for up to twenty-five (25) man-hours, during normal business hours, to consult with and advise the County and/or such successor administrator regarding the performance of the Services pursuant to this Agreement in order to ensure an orderly transition between administrative teams. The Administrator shall be entitled to compensation for such services at its then current hourly rates unless this Agreement is terminated as a result of any default by the Administrator.

**4.6 Survival.** The provisions of Sections 4.1(b), 4.4, 4.5, 4.6, 9.1, 9.3, 9.7, 9.8, 9.9, 9.10, 9.11, 9.12, 9.13, 9.15, 9.16 and Article 5 and Article 6 shall survive termination of this Agreement.

## **ARTICLE 5 INDEMNIFICATIONS**

**5.1 Indemnification.** The Administrator shall indemnify and hold harmless the County, its agents, officials, and employees, from and against all injuries, losses, claims, suits, costs and expenses which may accrue against the County as a consequence of entering into this Agreement. The Administrator agrees to save, hold harmless, defend and indemnify the County and its officers, agents, and employees, from any and all liability or loss incurred by the County resulting from the Administrator's noncompliance with any laws or regulations of the County or the State of Illinois and/or the Administrator's violation of any of the terms and conditions of this Agreement, and from the Administrator's gross negligence or willful misconduct arising from, in any manner and in any way connected with, the terms and conditions of this Agreement and arising from the Administrator's performance thereunder, except to the extent that such liability or loss is caused by the gross negligence, fraud or willful misconduct on the part of the County or its officers, agents, and employees. The County, to the extent permitted by law, agrees to save, hold harmless, defend and indemnify the Administrator and its officers, agents, and employees, from any and all liability or loss incurred by the Administrator resulting from the County's noncompliance with any laws or regulations of the County or the State of Illinois and/or the County's violation of any of the terms and conditions of this Agreement, and from the County's gross negligence or willful misconduct arising from, in any manner and in any way connected with, the terms and conditions of this Agreement and arising from the County's performance thereunder, except to the extent that such liability or loss is caused by the gross negligence, fraud or willful misconduct on the part of the Administrator or its officers, agents, and employees.

## **ARTICLE 6 LIMITATIONS OF LIABILITY**

**6.1 General Limitation.** The Administrator shall only be liable for its express duties hereunder, and the Administrator shall have no implied duties hereunder.

**6.2 Damages Limited.** Except in the case of fraud, willful misconduct, gross negligence or indemnity claims by an Indemnified Party on account of third party claims against such Indemnified Party, neither Party shall be liable for any consequential, moral (i.e., pain and suffering), exemplary,

indirect or incidental losses or damages whatsoever, or for any loss of use, loss of production, cost of capital, loss of goodwill, loss of opportunity, loss of revenues or profit or the loss of use thereof, or damage to or loss of any property or equipment, whether based in contract, in tort (including negligence and strict liability) or on any other legal or equitable theory. Except as expressly provided in Article 4, Article 5 or this Article 6, neither Party shall be liable for any damages arising out of, or related to, directly or indirectly, this Agreement or the performance, non-performance or breach hereof, whether based in contract, in tort (including negligence and strict liability) or on any other legal or equitable theory.

## **ARTICLE 7 FORCE MAJEURE EVENTS**

**7.1 Notice of Force Majeure Event.** A Party claiming a Force Majeure Event shall notify the other Party in writing of any delay or anticipated delay in the claiming Party's performance of this Agreement due to such Force Majeure Event, and such notice shall include a description of the event and anticipated length of the delay. The claiming Party shall deliver such notice as soon as practicable.

**7.2 Effect of Force Majeure Event.** The claiming Party shall be excused from the performance of its obligations under this Agreement to the extent that the claiming Party is prevented from performing such obligations by reason of the occurrence of a Force Majeure Event, provided that (a) the suspension of performance shall be of no greater scope and of no longer duration than is reasonably required by the Force Majeure Event, (b) no liability of either Party which arose before the occurrence of the Force Majeure Event causing the suspension of performance shall be excused as a result of such occurrence, and (c) the Administrator shall use commercially reasonable efforts to mitigate its costs after receiving notice that the Subcontractors have been affected by Force Majeure. The claiming Party (i) shall exercise commercially reasonable efforts to minimize and mitigate the effects of any Force Majeure Event; and (ii) provide prompt notice to the other Party of the cessation of the event or condition giving rise to its excuse from performance.

## **ARTICLE 8 REPRESENTATIONS AND WARRANTIES**

**8.1 Representations and Warranties of the County.** The County hereby represents and warrants as follows on the Effective Date:

(a) The County is duly organized, and validly existing, and in good standing under the laws of the State of Illinois, and has the full power to operate the Program.

(b) The execution, delivery and performance by the County of this Agreement will not violate or conflict with any Applicable Law or any covenant, agreement or understanding to which it is a party or by which it or any of its properties or assets is bound or affected, or its organizational documents.

(c) There are no actions, suits, proceedings, patent or license infringements or investigations pending or, to the County's actual knowledge, threatened against it or involving the Program before any court or arbitrator that individually or in the aggregate could reasonably be expected to result in any materially adverse effect on the business,

properties or assets or the condition, financial or otherwise, of the County or in any material impairment of the County's ability to perform its obligations under this Agreement.

(d) This Agreement has been duly authorized, executed and delivered by or on behalf of the County and is, upon execution and delivery by each of the Parties hereto, the legal, valid and binding obligation of the County, enforceable against the County in accordance with its terms, except as such enforceability may be limited by applicable bankruptcy, insolvency or similar laws affecting creditors' rights generally and by general equitable principles.

(e) Neither the execution nor delivery by the County of this Agreement requires the consent or approval of, or the giving of notice to or registration with, or the taking of any other action in respect of, any Governmental Authority that has not been taken as of the Effective Date.

**8.2 Representations and Warranties of Administrator.** The Administrator hereby represents and warrants as follows on the Effective Date:

(a) The Administrator is duly organized, validly existing, and in good standing under the laws of the State of Illinois, and has full power to engage in the business it presently conducts and contemplates conducting under this Agreement.

(b) The execution, delivery and performance by the Administrator of this Agreement will not violate or conflict with any Applicable Law or any covenant, agreement or understanding to which it is a party or by which it or any of its properties or assets is bound or affected, or its organizational documents.

(c) There are no actions, suits, proceedings, patent or license infringements or investigations pending or, to the Administrator's knowledge, threatened against it before any court or arbitrator or Governmental Authority that individually or in the aggregate could reasonably be expected to result in any materially adverse effect on the business, properties or assets or the condition, financial or otherwise, of the Administrator or in any material impairment of its ability to perform its obligations under this Agreement.

(d) This Agreement has been duly authorized, executed and delivered by or on behalf of the Administrator and is, upon execution and delivery by each of the Parties hereto, the legal, valid and binding obligation of the Administrator, enforceable against the Administrator in accordance with its terms, except as such enforceability may be limited by applicable bankruptcy, insolvency or similar laws affecting creditors' rights generally and by general equitable principles.

(e) Neither the execution nor delivery by the Administrator of this Agreement requires the consent or approval of, or the giving of notice to or registration with, or the taking of any other action in respect of, any Governmental Authority.

(f) The Administrator has adequate resources for the performance of its obligations under this Agreement and has experience in the administration of energy

efficiency and renewable energy financing programs such as the Program and is fully qualified to perform the Services in accordance with the terms of this Agreement.

## **ARTICLE 9 MISCELLANEOUS**

**9.1 Governing Law.** This Agreement shall be governed by the internal laws of the State of Illinois, excluding any of its conflict of law provisions that would require the application of the laws of another jurisdiction. Subject to the provisions of this Article 2., for purposes of resolving any Dispute arising under or relating to this Agreement, the Parties hereby submit to the non-exclusive jurisdiction of the County of Winnebago, Illinois, Circuit Court or, if such court does not have subject matter jurisdiction, the United States Federal District Court for the Northern District of Illinois. Each Party hereby waives any objection that it may have to the venue of such action, suit or proceeding in such court or that such suit, action or proceeding in such court was brought in an inconvenient court and agrees not to plead or claim the same. Each Party further agrees that such court shall have in personam jurisdiction over each of them with respect to any such dispute, controversy, or proceeding. EACH PARTY HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BYLAW, ANY AND ALL RIGHTS TO A TRIAL BY JURY WITH RESPECT TO ANY DISPUTE ARISING UNDER THIS AGREEMENT.

**9.2 Amendments.** No amendment to this Agreement shall be binding on the Parties unless set out in writing and signed by authorized representatives of each of the Parties.

**9.3 No Waiver.** No provision of, or entitlement under, this Agreement shall be deemed to be waived by either Party unless such waiver is made in writing and identified as such. The failure of either Party to insist, on one or more occasions, upon strict performance of any of the provisions of this Agreement or to take advantage of its rights hereunder or the delay or failure in exercising totally or partially any right or remedy under this Agreement, shall not be construed as a waiver of any such provisions or the relinquishment of any such rights or any other rights for the future, but the same shall continue and remain in full force and effect.

### **9.4 Assignment.**

(a) Except as set forth in Section 9.4(b), no Party shall be entitled to assign this Agreement or any of its rights or obligations under this Agreement without the prior written consent of the other Party, which may be withheld in its sole and absolute discretion.

(b) Notwithstanding the foregoing, each Party shall be entitled to assign its right, obligation, title and interest in and to this Agreement to any of its Affiliates or in connection with a merger or acquisition of substantially all of the assets of a Party and continued validity thereof, provided, however, that (x) the assigning Party is the surviving entity in any such merger, and (y) such an assignment shall not release the assigning party from any of its liabilities or obligations under this Agreement. Any purported assignment of this Agreement in violation of this Section 9.4 shall be null and void.

### **9.5 [Reserved].**

**9.6 Illinois Freedom of Information Act.** (a) "Public records" are all records, reports, forms, writings, letters, memoranda, books, papers, maps, photographs, microfilms, cards, tapes, recordings, electronic data processing records, electronic communications, recorded information and all other documentary materials pertaining to the transaction of public business, regardless of physical form or characteristics, having been prepared by or for, or having been or being used by, received by, in the possession of, or under the control of any public body. (5 ILCS 140/2(c)) It is the subject matter of the record, not its form, that determines whether the record is a public record.

(b) The Administrator understands that this Agreement and other materials submitted to the County may constitute public records subject to disclosure under Illinois Freedom of Information Act, 5 ILCS 140, et seq.

**9.7 Intellectual Property.** The Administrator shall not obtain trademarks, copyrights or other intellectual property rights that contain or are reasonably likely to be confused with the County or any agent, representative or affiliate of the County, including abbreviations thereof and acronyms therefor. The County expressly acknowledges and agrees that any and all computer software and all source code thereof developed by the Administrator ("*Proprietary Software*") in performing the Services, including all intellectual property rights contained therein, is proprietary and property of the Administrator or its licensors.

The Administrator acknowledges and agrees that all intellectual property rights to the names "Winnebago County," or "Winnebago County PACE Program" shall belong to the County. The Administrator shall not market or otherwise hold out the Program under any name other than "Winnebago County PACE Program."<sup>1</sup> The Administrator agrees not to use the name, seal or image of The County of Winnebago in any form of endorsement without the written permission of the County.

**9.8 Further Assurances.** The Parties will each use its commercially reasonable efforts to implement the provisions of this Agreement, and for such purpose each, at the reasonable request of the other, will, without further consideration, promptly execute and deliver, or cause to be executed and delivered, to the other such assistance, or assignments, consents or other instruments in addition to those required by this Agreement, in form and substance reasonably satisfactory to the other, as the other may reasonably deem necessary or desirable to implement any provision of this Agreement.

**9.9 No Agency.** The Parties are independent contractors. Nothing in this Agreement is intended, or shall be construed, to create any association, joint venture, agency relationship or partnership between the Parties or to impose any such obligation or liability upon either Party. Nothing in this Agreement shall be construed to give either Party any right, power or authority to enter into any agreement or undertaking for, or act as an agent or representative of, or otherwise bind, the other Party, except as expressly set forth herein.

**9.10 Notices.** Any notice, request, demand or other communication required or permitted under this Agreement, shall be deemed to be properly given by the sender and received by the addressee if made in writing and: (a) hand-delivered; (b) delivered by a reputable overnight

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<sup>1</sup> Need to discuss ownership of data gathered or developed

courier service requiring signature for receipt; (c) mailed by certified or registered air mail, post prepaid, with a return receipt requested; (d) sent by facsimile; or (e) delivered as a .pdf attachment to an e-mail. Any such notice, request, demand or other communication shall be effective on receipt by the addressee; provided that notice via facsimile or other electronic transmission shall be deemed effective upon written acknowledgement of receipt by the addressee. Notices given pursuant to this Section 9.10 shall be addressed as follows to (as the same may be amended from time to time by notice given pursuant to this Section 9.10):

if to the Administrator:

Slipstream Group, Inc  
431 Catalyst Way  
Madison, WI 53719  
Attention: Sandra Henry  
Email: shenry@slipstreaminc.org

with a copy to:

Slipstream Group, Inc  
431 Catalyst Way  
Madison, WI 53719  
Attention: Tim Mathison  
Email: tmathison@slipstreaminc.org

and to:

Lawrence E. White | Partner  
Chapman and Cutler LLP  
320 South Canal Street | Chicago, IL  
60606  
D 312.845.3426  
C 312.375.6660  
white@chapman.com  
\* Admitted in Illinois only

If to the County:Lafakeria S. Reuter

Chief of the Civil Bureau  
Winnebago County State's  
Attorney's Office  
400 W. State Street, Suite 804  
Rockford, IL 61101  
Tel: (815) 319-4799  
Fax: (815) 319-4798  
[lreuter@sao.wincoil.gov](mailto:lreuter@sao.wincoil.gov)

and to:

Patrick Thompson  
County Administrator

404 Elm Street, Room 533,  
Rockford, IL 61101  
Tel: (815) 319-4062  
[PThompson@admin.wincoil.gov](mailto:PThompson@admin.wincoil.gov)

**9.11 Rules of Interpretation.** Unless the context requires otherwise: (i) the singular includes the plural and vice versa, (ii) the word "including" means "including, without limitation", (iii) references to "Articles", "Sections", "Schedules" and "Exhibits" are to articles, sections, schedules and exhibits to this Agreement, (iv) the words "herein", "hereof" and "hereunder" refer to this Agreement as a whole and not to any particular section or subsection of this Agreement, (v) references to this Agreement include a reference to all schedules and exhibits hereto, as the same may be amended, modified, supplemented or replaced from time to time, (vi) references to any other agreement mean such agreement as in effect on the Effective Date, including all schedules and exhibits thereto, as the same may be amended, modified, supplemented or replaced from time to time with any required consent of the County or the Administrator, as applicable, (vii) references to a statute or to a regulation issued by a Governmental Authority are references to the statute or regulation in force as of the Effective Date, together with all amendments and supplements thereto and any statute or regulation substituted for or superseding such statute or regulation in force as of the Effective Date, (viii) "shall" and "will" mean "must" and have equal force and effect and express an obligation, (ix) this Agreement will be construed as if drafted jointly by the Parties and no presumption or burden of proof will arise favoring or disfavoring any Party by virtue of the authorship of any provision in this Agreement, (x) the word "or" in this Agreement is disjunctive but not necessarily exclusive, (xi) references in this Agreement to time periods in terms of a certain number of days mean calendar days unless expressly stated herein to be Business Days, and (xii) headings used in this Agreement are for ease of reference only and shall not be taken into account in the interpretation or construction of the provisions of this Agreement.

**9.12 Complete Agreement.** This Agreement constitutes the complete and entire Agreement between the Parties and supersedes any previous communications, negotiations, representations or agreements, whether oral or in writing, with respect to the subject matter addressed herein. NO PRIOR COURSE OF DEALING BETWEEN THE PARTIES SHALL FORM PART OF, OR SHALL BE USED IN THE INTERPRETATION OR CONSTRUCTION OF, THIS AGREEMENT.

**9.13 Severability.** The invalidity or unenforceability of any portion or provision of this Agreement shall in no way affect the validity or enforceability of any other portion or provision hereof. Any invalid or unenforceable portion or provision shall be deemed severed from this Agreement and the balance of this Agreement shall be construed and enforced as if this Agreement did not contain such invalid or unenforceable portion or provision. If any such provision of this Agreement is so declared invalid, the Parties shall promptly negotiate in good faith new provisions to eliminate such invalidity and to restore this Agreement as near as possible to its original intent and effect (including economic effect).

**9.14 Multiple Counterparts.** This Agreement and any amendments of this Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Executed counterparts of this Agreement

may be delivered by facsimile or email, provided that each Party shall promptly thereafter deliver one original signature page to the other Party.

**9.15 Third Party Beneficiaries.** The provisions of this Agreement are intended for the sole benefit of the County and Administrator and there are no third-party beneficiaries hereof (except as expressly set forth herein).

**9.16 Attorney's Fees.** If any legal action or other proceeding is brought for the enforcement of this Agreement, the prevailing Party shall be entitled to be awarded its reasonable attorney's fees, expert fees, expenses and costs incurred in connection with such action or proceeding.

**9.17 NON-DISCRIMINATION:** The County will not contract with any person or firm that discriminates against employees or applicants for employment because of any factor not related to job performance. The Administrator agrees to comply in all material respects with all federal, state and local laws and policies that are applicable to it that prohibit discrimination in employment contracts. The Administrator agrees to include in each subcontract relating to the Services provisions that prohibit the related subcontractor from discriminating in its employment practices in any way that violates any federal, state and local laws and policies that are applicable to such subcontractor.

**9.18 Drug Free Workplace.** The Administrator agrees to provide a drug free workplace as provided for in The Drug Free Workplace Act (30 ILCS 480/1 et seq.).

*[Signature page follows]*

**IN WITNESS WHEREOF**, the Parties have executed this Agreement as of the date first above written.

**COUNTY:**

THE COUNTY OF WINNEBAGO

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

**ADMINISTRATOR:**

SLIPSTREAM GROUP, INC

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

## Exhibit A

### Defined Terms

As used in the attached Agreement, the following terms shall have the meanings set forth below:

**"Additional Term"** has the meaning given in Section 1.1.

**"Administration Fees"** has the meaning given in Section 3.1.

**"Administration Services"** has the meaning given in Section 1.3.

**"Administrator"** has the meaning given in the preamble of this Agreement.

**"Affiliate"** means, when used with reference to a specified Person, any Person directly or indirectly controlling, controlled by, or under common control with the specified Person; provided, however, that (i) with respect to the Administrator, "Affiliate" shall not include the County and (ii) with respect to the County, "Affiliate" shall not include Administrator.

**"Agreement"** has the meaning given in the preamble of this Agreement.

**"Applicable Law(s)"** means, with respect to any Person, any constitutional provision, law, statute, rule, regulation, ordinance, treaty, order, decree, judgment, decision, certificate, injunction, registration, guideline, Governmental Approval or consent or requirement of a Governmental Authority, in each case which is applicable to or binding on such Person.

**"Business Day"** means a day, other than a Saturday or Sunday or a public holiday, on which banks are generally open for business in Wheaton, Illinois.

**"Calendar Quarter"** means each January 1 through March 31, each April 1 through June 30, each July 1 through September 30, and each October 1 through December 31.

**"County"** has the meaning given in the preamble of this Agreement.

**"Disclosing Party"** has the meaning given in Section \_\_\_\_.

**"Dollar"** and "\$" means the lawful currency of the United States of America.

**"Effective Date"** has the meaning given in the preamble of this Agreement.

**"Eligible Properties"** means commercial, industrial, agricultural and multi-family residential real property of 5 or more units located within the jurisdiction of the County.

**"Final Application"** means a final application for financing by an Eligible Property Owner under the Program.

***["Financing and Special Charge Agreement"]<sup>2</sup>* means that certain agreement to be entered into by the County, an Eligible Property owner, and a Qualified Lender setting forth, among other things, the terms of the financing for the Project, the repayment and collection thereof, the levying of the related PACE special charge and the results of non-payment of the PACE financing.]**

***"Force Majeure Event"*** means, when used in connection with the performance of a Party's obligations under this Agreement, any act, condition or event which renders said Party unable to comply totally or partially with its obligations under this Agreement, but only if and to the extent (a) such event is not within the reasonable control, directly or indirectly, of the Party seeking to have its performance obligation(s) excused thereby, (b) the Party seeking to have its performance obligation(s) excused thereby has taken reasonable precautions and measures in order to prevent or avoid such event or mitigate the effect thereof on its ability to perform its obligations under this Agreement and such event is an event which, by the exercise of due diligence such Party could not reasonably have been expected to avoid and which by the exercise of due diligence it has been unable to overcome and (c) such event is not the direct or indirect result of the negligence or the failure of, or caused by, the Party seeking to have its performance obligations excused thereby or its Subcontractors, suppliers, agents or employees. Without limiting the meaning of, but always subject to, the preceding sentence, the following events, while not exhaustive, constitute Force Majeure Events to the extent that they render a Party unable to comply totally or partially with its obligations under this Agreement and otherwise comply with the preceding:

(a) war (whether or not war is declared), hostilities, revolution, rebellion, insurrection against any Governmental Authority, riot, terrorism, acts of a public enemy or other civil disturbance;

(b) acts of God, including but not limited to, storms, floods, lightning, earthquakes, hailstorms, ice storms, tornados, typhoons, hurricanes, landslides, volcanic eruptions, fires, excessive winds, excessive rain, objects striking the earth from space (such as meteorites), drought or any other naturally occurring event or severe weather conditions for the jurisdiction of the Program that impacts the ability of Administrator to perform the Services; and

(c) acts of any Governmental Authority that restrict or limit Administrator's ability to operate the Program, as applicable.

Notwithstanding the foregoing, the following shall not constitute a Force Majeure Event: (A) a Party's financial inability to perform, (B) changes in market conditions that affect the price of, demand for, or supply of, materials, or (C) strikes or labor disputes targeted directly at Administrator or its subcontractors or vendors.

***"Governmental Approval"*** means all permits, licenses, approvals and authorizations of any Governmental Authority.

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<sup>4</sup> Names of Program documents subject to change.

**"Governmental Authority"** means any national, state, autonomic, regional, province, town, city or municipal government, whether domestic or foreign, or other administrative, regulatory or judicial body of any of the foregoing, but specifically excluding the County.

**"Indemnified Parties"** has the meaning given in Section 5.1.

**"Insolvency Event"** with respect to a Person means (i) a proceeding is instituted against such Person seeking to adjudicate such Person as bankrupt or insolvent, (ii) such Person makes a general assignment for the benefit of its creditors, a receiver is appointed on account of the insolvency of such Person, or such Person files a petition seeking to take advantage of any other Applicable Laws relating to bankruptcy, insolvency, reorganization, winding up or composition or readjustment of debts, or (iii) such Person generally fails to pay its undisputed debts when due or as they mature.

**["Lender Consent Template"<sup>3</sup> means that certain Lender Acknowledgement to Contractual PACE Special Charge included as part of the Program Manual.]**

**"Losses"** has the meaning given in Section 5.1.

**"PACE"** means property assessed clean energy.

**"Party"** means either the County or Administrator.

**"Person"** means any individual, corporation, partnership, company, joint venture, association, trust, unincorporated organization or Governmental Authority.

**"Phase 1"** has the meaning given in the Recitals.

**"Phase 2"** has the meaning given in the Recitals.

**"Program"** means the uniform PACE program for Eligible Properties operated by the County pursuant to this Agreement.

**"Program Documents"** means the Program Manual, **[the Lender Consent Template, the Qualified Lender Agreement and the Financing and Special Charge Agreement, [the relevant bond documents]]** in each case as the same may be modified or amended pursuant to the written consent or approval of the County.<sup>4</sup>

**"Program Guidelines "** means that certain collection of standards, terms, conditions, criteria, and rules relating to the operation of the Program to be developed by the Administrator [with the cooperation of the County] relating to underwriting standards for Projects, determinations of Eligible Properties, determinations of Qualified Lenders, determinations for participating contractors, and other relevant aspects of operating the Program.

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<sup>3</sup> Names of Program documents subject to change.

<sup>4</sup> Names of Program documents subject to change.

**"Project"** means the improvements to real property of an Eligible Property qualified pursuant to the terms of the Statute and the Program Documents.

**"Proprietary Software"** has the meaning given in Section 9.7.

**"Qualified Lender"** means a financial institution or other business engaged in the business of financing Projects and that has signed a Qualified Lender Agreement.

**["Qualified Lender Agreement"<sup>5</sup> means that certain agreement setting forth the terms and conditions for the participation of Qualified Lenders in the Program.]**

**"Receiving Party"** has the meaning given in Section .

**"Services"** has the meaning given in Section 1.5.

**["Services Fees" has the meaning given in Section 3.1]<sup>6</sup> -**

**"Statute"** means the Illinois Property Assessed Clean Energy Act (50 ILCS 50), as amended.

**"Subcontract"** means a subcontract under which the Administrator subcontracts any of its obligations under this Agreement to a Subcontractor.

**"Subcontractor"** means any Person retained by the Administrator to perform any portion of the Services in furtherance of the Administrator's obligations under this Agreement.

**["Supplemental Fees" has the meaning given in Section .]<sup>7</sup>**

**"Supplemental Services"** has the meaning given in Section 1.4.

**"Term"** has the meaning given in Section 1.1.

**"Termination Notice"** has the meaning given in Section 4.4(a).

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<sup>5</sup> Names of Program documents subject to change.

<sup>6</sup> Will be the aggregate of all fees.

<sup>7</sup> To be determined when the Supplemental Services are determined.

## **Exhibit B**

### **Administration Services**

#### **Phase I Services**

1. Draft resolutions needed to adopt the Program
2. Draft forms of Program Documents
3. Identify sources of capital
4. Establish program to process applications, provide customer service, and engage contractors
5. Establish parameters for size and scope of projects that will qualify for the Program
6. Establish underwriting criteria
7. Establish procedures for coordination with mortgage lenders/obtaining lender consent
8. Establish scope of energy surveys and audits to be required for each project
9. Establish methods for contractor selection
10. Establish procedures for confirming that improvements have been installed/completed
11. Establish procedures for tracking data regarding the efficacy of the Program
12. Discuss with the County the roles and responsibilities of County staff, the Administrator and the other parties working on the Program
13. Work with the County to develop a website for the Program
14. Develop educational and training materials for those interested in participating in the Program
15. Develop a contractor workforce training and recruitment program (including for women, minorities and the long-term unemployed)
16. Develop an itemized list of the costs of the Program
17. Develop a list of the fees of the Program, including fees paid by the property owner, measurement and verification fees, energy audit fees, early repayment penalties, and closing fees
18. Work with the County to develop the mechanism for the collection and distribution of the amounts to be received pursuant to the Program
19. Establish procedures for reporting to the County staff and/or the County Board regarding the Program

#### **Phase II Services**

1. Process applications for the Program.
2. Provide customer service and engagement with contractors
3. Collect data needed to evaluate the efficacy of the Program (quality assurance and program reporting)
4. Market the Program, including using the internet, local media and other means
5. Manage the contractor workforce training and recruitment program
6. Close PACE transactions
7. Service closed PACE transactions (collection and distribution of property owner payments)


**Exhibit C**  
**Supplemental Services**


Energy Saving Audit reports



Search Ilsos.gov...

(https://www.ilsos.gov/search/searchgoogle.html)

 **Driver's Licenses & ID Cards** ✓

 **Vehicles, Plates & Titles** ✓

 **Business Services** ✓

 **More Services** ✓

# Business Entity Search

## Entity Information

**Entity Name**  
SLIPSTREAM GROUP, INC.

**File Number**  
62508493

**Status**  
ACTIVE

**Entity Type**  
CORPORATION

**Type of Corp**  
NOT-FOR-PROFIT

**Qualification Date (Foreign)**  
10-28-2002

**State**  
WISCONSIN

**Duration Date**  
PERPETUAL

**Annual Report Filing Date**  
09-29-2025

**Annual Report Year**  
2025

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**Agent Information**

BUSINESS FILINGS INCORPORATED  
600 S SECOND STREET SUITE 104  
SPRINGFIELD ,IL 62704-2550

**Agent Change Date**

11-07-2019

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**Services and More Information**

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

Available Services

Officers

Assumed Name

Old Corp Name

File History

---

**Officer**

**Name and Address**

---

English

**Operations &  
Administrative  
Committee**



# Ordinance Executive Summary

**Prepared By:** Debbie Crozer, Human Resources Department  
**Committee:** Operations and Administrative Committee  
**Committee Date:** May 7, 2026  
**Ordinance Title:** Ordinance Amending Chapter 62, Article VI, Division 3 [Leaves of Absence] of the Winnebago County Code of Ordinances  
**County Code:** Chapter 62, Article VI, Division 3  
**Board Meeting Date:** May 14 , 2026

## Budget Information

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

**Background Information:** The attached ordinance is amending Winnebago County's Leaves of Absence policy to comply with changes in State and Federal law.

**Recommendation:** Human Resources Department recommends approval

**Contract/Agreement:** N/A

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

**Follow-Up:** Staff will work directly with the State's Attorney's Office to implement and follow ordinance amendments.

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

Sponsored by: Paul Arena  
Submitted by: Operations and Administrative Committee

2026 CO

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**ORDINANCE AMENDING CHAPTER 62, ARTICLE VI, DIVISION 3 (LEAVES OF  
ABSENCE) OF THE WINNEBAGO COUNTY CODE OF ORDINANCES**

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**WHEREAS**, the County Board of the County of Winnebago, Illinois, desires to amend its Leaves of Absence Policy, as currently contained in Chapter 62, Article VI, Division 3 of the Winnebago County Code of Ordinances, to comply with changes in State and Federal law; and

**WHEREAS**, the Winnebago County Board deems it necessary and appropriate to amend Chapter 62, Article VI, Division 3 (Leaves of Absence) of the Winnebago County Code of Ordinances.

**NOW, THEREFORE, BE IT ORDAINED**, by the County Board of the County of Winnebago, Illinois, that Chapter 62, Article VI, Division 3 of the Winnebago County Code of Ordinances, is hereby amended as set forth in Exhibit A, which is attached to this Ordinance.

**BE IT FURTHER ORDAINED**, that all ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

**BE IT FURTHER ORDAINED**, that this Ordinance shall be in full force and effect immediately upon signing.

**BE IT FURTHER ORDAINED**, that the Clerk of the County Board is hereby directed to prepare and deliver a copy of this Ordinance to the County Administrator, the County Human Resources Director, and the County Board Office.

Respectfully submitted,  
**OPERATIONS AND ADMINISTRATIVE COMMITTEE**

**AGREE**

**DISAGREE**

\_\_\_\_\_  
Paul Arena, Chair

\_\_\_\_\_  
Paul Arena, Chair

\_\_\_\_\_  
Valerie Hanserd, Vice Chair

\_\_\_\_\_  
Valerie Hanserd, Vice Chair

\_\_\_\_\_  
John Butitta

\_\_\_\_\_  
John Butitta

\_\_\_\_\_  
Joe Hoffman

\_\_\_\_\_  
Joe Hoffman

\_\_\_\_\_  
Michael Thompson

\_\_\_\_\_  
Michael Thompson

\_\_\_\_\_  
Ray Thompson

\_\_\_\_\_  
Ray Thompson

\_\_\_\_\_  
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.

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

ATTEST:

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

<b>Description:</b>	<b>LEAVES OF ABSENCE POLICY</b>	<b>Policy Number: 62-176--- 62-180</b>
 <p style="text-align: center;"><b>WINNEBAGO COUNTY</b></p>	Revision Date:	/2026
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## Section 62-176 General Policy

Winnebago County will provide leaves of absence to its employees in accordance with state and federal law, applicable collective bargaining agreements, and as set forth below. Employees are encouraged to use these benefits, but should be aware that eligibility for leaves of absence may be affected by a failure to follow the policies below in requesting or verifying the need for a leave. An absence that does not qualify or is not approved as leave under one of the policies below will be treated as an attendance issue under other absenteeism and/or attendance policies. While employees are encouraged to use benefits, the abuse or misuse of benefits will result in disciplinary action, including, in appropriate cases, termination of employment.


Leave may be available to eligible employees in one of three categories:

- (1) Family and Medical Leave Act qualified
- (2) Discretionary leaves of absence
- (3) Other leaves of absence.

Please consult the policies below or the Human Resources Department or Department Designee with questions regarding availability of and eligibility for leave. Generally, the only benefit that will be continued during an FMLA-qualified leave or a discretionary leave is participation in the County's group health plan. Employees who continue group health plan benefits during a leave of absence will be responsible for payment of employee contributions to health plan costs or risk losing coverage as more fully explained below.

To the extent that any description of benefits in this policy conflicts with an applicable collective bargaining agreement, the collective bargaining agreement will govern.

Nothing in this policy is intended to alter the at-will status of any non-bargaining unit employee, and this policy should not be construed as a contract or promise of continued employment. This policy is intended to be a guideline only and is not intended to be all-inclusive or all-exclusive because it is not possible to address all factual scenarios. Common sense will dictate. No one other than the County Board is authorized to modify, revoke, or change the policies outlined herein. Discretionary policies may be modified or revoked by the County Board at any time with or without notice.

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**Section 62-177 Family and Medical Leave Act (Injured Service Member Act)**

Eligible employees may be granted up to twelve (12) weeks of Family and Medical Leave during any 12-month period, in accordance with the Family and Medical Leave Act of 1993 (FMLA) and up to twenty-six (26) weeks of leave in any 12-month period in compliance with the expansion for Injured Service member Act of 2007. This leave shall be unpaid and Winnebago County will require any employee taking leave under this policy to use all accrued and unused vacation, sick time, and personal time in conjunction with the FMLA qualified unpaid leave. This includes employees absent from work due to a work-related injury or illness within the meaning of the Illinois Workers' Compensation Act.


**(a) Eligibility**

Generally, employees of Winnebago County who have been employed for at least twelve (12) months (which may include part time and temporary service and may not have to be consecutive employment); **and** have worked at least 1,250 hours (which does not include paid time off, *i.e.*, vacation, sick pay, *etc.*) in the twelve (12) month period preceding the request.

**(b) Qualifying Events.**

Eligible employees may request FMLA leave for one or more of the following reasons:

- a. The birth or adoption of a child of or by the employee;
- b. To care for a spouse, child, or parent of the employee with a serious health condition;
- c. A serious health condition of the employee (including work related injuries/illnesses); or
- d. Under the Injured Service Member Act, to care for an injured or ill service member. This law allows an eligible employee to take up to 26 weeks during a single 12-month period to care for a spouse, child, parent or next-of-kin who is injured or recovering from an injury suffered while on active military duty and who is unable to perform his or her military duties.
- e.

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**(c) Definitions:**

For purposes of leave under this policy the following terms shall be defined as follows:


*Spouse:* Spouse shall mean only those domiciled with and legally recognized under Illinois law as married;

*Child:* Child shall mean the natural or adopted minor child, a minor for who the employee is the legal guardian or a minor child with who the employee is *in loco parentis*. This does not include children of the employee for who the employee does not actually provide care and/or support. In the case of adult children, leave will be allowed only if the adult child is suffering from a disability, that he or she is not capable of caring for him or herself and with who the employee requesting leave is *in loco parentis*; and

*Serious Health Condition:* A serious health condition means an illness, injury, impairment, or physical or mental condition which is being treated by a licensed health care provider, such as a medical doctor, on a continuing basis or which requires inpatient care such as hospitalization.

**(d) Duration of FMLA Leave.**

An eligible employee can take up to twelve (12) weeks (or up to twenty-six (26) weeks of leave to care for an injured or ill service member) under this policy during any 12-month period. The County will measure the 12-month period as a rolling 12-month period measured backward from the date an employee first uses any leave under this policy. Each time an employee takes leave, the County will compute the amount of leave the employee has taken under this policy in the last **twelve (12)** months and subtract it from the 12 weeks (or up to **twenty-six (26)** weeks of leave to care for an injured or ill service member) of available leave, with the balance remaining being the amount the employee is entitled to take at that time. The twelve (12) weeks granted under this policy does not expand nor is it in addition to leave provided under **certain other forms of leave**.~~the state Victims Economic Security and Safety Act.~~ (See below in Section 3, Other Leaves of Absence.) If spouses are both employees of the County, and both want to take leave for the same event, such as the birth of a child, or due to the serious health condition of one,

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they will only be allowed a total combined **twelve** (12) weeks, to be divided between them as requested. In the case of the spouses requesting time to care for the same service member under Injured Service Members Act, the combined leave total will be limited to **twenty-six** (26) weeks.

Leave does not have to be taken concurrently and in some cases will be allowed “intermittently or on a reduced leave schedule.” For example, an employee may be allowed to be absent **four** (4) hours, twice a week, in order to undergo dialysis. In no case will FMLA qualified leave exceed **twelve** (12) work weeks (or **twenty-six** (26) weeks of leave to care for an injured or ill service member) over a 12-month rolling leave period.

**(e) Limitations on FMLA Leave.**


This policy is intended to provide information to employees and is not intended to be comprehensive. Every situation will be addressed based on the needs of the employee as well as the operational, administrative and personnel needs of the County. The Family **and** Medical Leave Act and the regulations of the U.S. Department of Labor may be consulted to address questions and situations not covered by this policy.

Intermittent and reduced schedule leave will be scheduled with minimal disruption to an employee’s job. In exercising rights under this policy, employees are expected to cooperate by, for example, scheduling appointments during scheduled time off or outside of working hours.

**(f) Utilizing FMLA Leave.**

It is each employee’s responsibility to give the County notice of the need for leave. In cases where the need for leave is foreseeable, such as “bonding leave” requested for the birth or adoption of a child, employees will be expected to provide notice at least thirty (30) days in advance. In every case, notice of the need for FMLA qualified leave should be provided as soon as is possible.


In a case where an employee fails to provide **thirty** (30) days’ notice of the need for leave in a foreseeable situation and no reasonable explanation can be provided for the failure or delay to provide notice, the County may require delay of the

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beginning of leave for up to **thirty** (30) days from the date notice is given in order to meet the operational and administrative needs of the County.

In a situation where an employee is absent and the County believes the reason for the absence may be due to an FMLA qualified event, the County will designate the leave as qualified and provide the employee with a written designation and verification form. The employee is responsible for completion and return of the verification form within **fifteen (15)** days of receipt. If the reason for leave involves treatment by a health care provider, that provider must complete the verification form or provide written verification of the health condition being treated, the reasons for leave, restrictions, limitations and/or accommodation requested, and expected return date. The failure to return the fully completed verification form may result in the leave not being qualified as FMLA protected in which case the leave will be treated as an absence under other applicable absenteeism and/or attendance policies. The submission of false or fraudulent information under this policy may result in discipline up to and including termination. Any information provided to the Human Resources Department or its designees under this policy under will be maintained confidentially and in accordance with the **Americans with Disabilities Act of 1990 (ADA)** and **the Health Insurance Portability and Accountability Act (HIPAA)** guidelines.

An employee who fails to return to work and does not contact the Human Resources Department or Department Designee at the expiration of an FMLA qualified leave will be assumed to have voluntarily abandoned his or her position with the County. Upon return from an FMLA qualified leave of absence, the employee will be returned to the same position held prior to the leave or to an equivalent position with equivalent pay, benefits, seniority. Employees returning from an FMLA qualified leave taken due to a serious health condition will be required to provide verification from a health care provider of fitness for work, restrictions and/or accommodations needed. The County may, at its expense, require a returning employee to undergo an independent medical examination in order to determine fitness for work, restrictions and/or accommodations needed. An employee must be otherwise entitled to reinstatement in order to be returned to employment at the end of an FMLA qualified leave.


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### Section 62-178 Discretionary Leaves of Absence

Employees who are not eligible for FMLA-qualified leave or have exhausted FMLA-qualified leave, who are not absent due to a work-related injury or illness, and are unable to report/return to work may make a written request to the Human Resources Department or its designees for a discretionary leave of absence. The employee making the request should outline the reason for and expected duration of the leave. The Human Resources Department or its designees will forward the request to the Department Head with recommendations on whether the request should be granted. The Department Head shall have the right of final approval of a request under this policy. The County may request documentation and/or verification of the reason for any request under this leave. The failure to provide verifiable documentation or verification under this policy may result in the leave being treated as an absence under other applicable absenteeism and/or attendance policies. The submission of false or fraudulent information under this policy may result in discipline up to and including termination. Information provided to the Human Resources Department or its designees under this policy shall be maintained confidentially and in accordance with ADA and HIPAA guidelines.

Unpaid discretionary leaves of absence will not be granted unless/until all accrued and unused paid time off (except that sick pay will be used only if leave is for an applicable reason under the sick pay policy) is used and exhausted. During a period of unpaid leave under this policy, no benefits will accrue. Group health plan benefits will be continued on the same terms and conditions as existed at the beginning of the leave period, as noted in the health insurance section below.

Leave granted under this policy will be entirely at the discretion of Winnebago County, except that the request may not be arbitrarily or capriciously denied. In considering requests under this policy, Winnebago County will consider such factors as the requesting employee's tenure and work record, the nature of the position held as well as the administrative, personnel and operational needs of the County. No leave granted under this policy will be greater than twelve (12) weeks in duration. An employee who has been off of work in excess of twelve (12) months may be terminated. Prior to the expiration of a leave granted under this policy, it is the employee's responsibility to request an extension if an extension is desired. An employee returning to work from a discretionary leave taken for medical or health reasons must provide a written verification from a health care provider of his or her fitness for work, restrictions and/or accommodations needed. In such a case, the County

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may, at its expense, require a returning employee to undergo a medical examination to determine fitness for work, restrictions and/or accommodations needed.

Although it will endeavor to return an employee to the position held at the time leave commenced under this policy, the County does not and cannot guarantee that an employee granted leave pursuant to this policy will be returned to the same position or a substantially similar position. If an employee is returned to a different position than that held when the leave commenced, it will be at the level of pay, benefits and seniority incumbent with the position offered.

**Section 62-179 Other Leaves of Absence**

**(a) Military Leave**

(1) Employees who are called to active duty in any component, regular, reserve or National Guard, of the U.S. Armed Services (the Air Force, Army, Coast Guard, Marine Corps and Navy) will be granted an unpaid leave of absence not to exceed five (5) years for that period of active duty. An employee returning to employment following a period of active duty shall be treated by Winnebago County as though he/she had been continuously employed in terms of seniority, pay, benefits, promotions, *etc.* Employees are expected, to the extent possible, to provide Winnebago County with a copy of orders or other notice of a period of active duty. Additionally, employees must notify the Winnebago County Human Resources Department or its designee, of their intent to return to work within **ninety** (90) days of the end of a period of active duty or will be considered to have voluntarily resigned their positions.

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(2) Pursuant to the terms of the Illinois Military Leave of Absence Act and as public employees, employees shall continue to receive their compensation during leaves for annual training. In the event of a leave for specialized or advance training or basic training of up to sixty (60) days, employees will be paid the difference between their military pay and their pay as public employees if the military pay is less than regular pay, based on a scheduled work week without overtime. After sixty (60) days, the differential pay shall cease and further leave shall be unpaid. Employees activated for service shall continue to be paid the difference between their military pay and their pay as public employees if the military pay is less than regular pay, without overtime. (See 5 ILCS 325/0.01 *et seq.*).

(3) Eligible employees may be granted up to forty (40) hours of paid leave annually (a maximum eight (8) hours per month) to serve on a military funeral honors detail. Eligible employees must have twelve (12) months of service, and have worked 1,250 hours in the previous 12-month period.


The definition of "Funeral honors detail" under the Military Leave of Absence Act means an honor guard detail provided for the funeral of any veteran in compliance with 10 U.S.C. 1491 and any associated federal regulations. A "funeral honors detail" consists of at least two (2) members of the U.S. Armed Forces, one of whom is from the deceased veteran's service branch, with the remainder of the detail consisting of members of the armed forces, whether retired or not, or members of an authorized provider. The funeral honors detail performs at the funeral a ceremony that includes the folding of a United States flag and presentation of the flag to the veteran's family and the playing of "Taps".

An employee qualifies for this paid leave for funeral honors detail if the employee is: trained to participate in a funeral honors detail at the funeral of a veteran; AND is either (A) a retired or active member of the armed forces of the United States or a member of a reserve component of the armed forces of the United States, including the Illinois National Guard; or (B) an authorized provider, or a registered member of a nonprofit or other organization that is an authorized provider, including a member of a veterans service organization.

**(b) Victims Economic Security and Safety Act (VESSA Leave)**


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1. Employees of Winnebago County who are victims of domestic violence, sexual violence, gender violence or any other crime of violence or whose family or household members are victims of such violence may request up to twelve (12) work weeks of unpaid leave per twelve (12)-month rolling time period which begins with the first day of leave, for one or more of the following reasons:
  - i. seeking medical attention for, or recovering from, physical or psychological injuries caused by domestic violence, sexual violence, gender violence, or any other crime of violence to the employee or the employee's family or household member;
  - ii. obtaining services from a victim services organization for the employee or the employee's family or household member;
  - iii. obtaining psychological or other counseling for the employee or the employee's family or household member;
  - iv. participating in safety planning, temporarily or permanently relocating, or taking other actions to increase the safety of the employee or the employee's family or household member from future domestic violence, sexual violence, gender violence, or any other crime of violence or ensure economic security;
  - v. seeking legal assistance or remedies to ensure the health and safety of the employee or the employee's family or household member, including preparing for or participating in any civil, criminal, or military legal proceeding related to or derived from domestic violence, sexual violence, gender violence, or any other crime of violence; or
  - vi. taking up to ten (10) days leave to attend the funeral of a family or household member who is killed in a crime of violence; to make arrangements necessitated by the death, or to grieve the death. This leave must be completed within sixty (60) days after the employee receives notice of the death. (For this subsection vi, *See* Bereavement Leave policy).
  
2. An employee shall provide their department head or immediate supervisor with at least forty-eight (48) hours' advance notice of the employee's intention to take VESSA leave, unless providing such notice is not reasonable and practicable. The County may require that employees seeking leave under

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this policy submit a sworn statement certifying that the leave is for one of the reasons cited by law (including any other documentation). The County will act to reasonably accommodate employees under this policy where requested.

3. VESSA leave may be taken consecutively in a block of time, on an intermittent basis, or in the form of a reduced work schedule.
4. The twelve (12) work weeks granted under this policy does not expand nor is it in addition to leave provided under the federal Family and Medical Leave Act. An employee who is entitled to take paid or unpaid leave (including family, medical, sick, vacation personal, or similar leave) from employment, pursuant to federal, State, or local law, a collective bargaining agreement, or an employment benefits program or plan may elect to substitute any period of such unpaid leave for an equivalent period of paid leave provided under this policy. The County cannot require the employee to substitute available paid or unpaid leave for leave provided under this policy. (*See 820 ILCS 180/1 et seq.*).

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**(c) Bereavement Leave.**

**I. POLICY**

Winnebago County recognized that employees experience the loss of family members that may affect their ability to perform their work duties, such that the County had established a bereavement policy to afford employees the necessary time to cope with these losses.

**II. SCOPE**


This policy applies to every eligible employee of Winnebago County. Provided, however, that if there are bereavement-leave provisions contained in a collective bargaining agreement that conflict with the provisions of this policy as applied to an employee subject to that agreement, the agreement shall control.

**III. GENERAL PROVISIONS**

- a) Family Bereavement Leave. All eligible employees shall be entitled to use a maximum of ten (10) days of unpaid family bereavement leave to attend the funeral or alternative to a funeral of a covered family member, make arrangements necessitated by the death of the covered family member, or, grieve the death of the covered family member. To be eligible for family bereavement leave, employees must have been employed for twelve (12) months and worked a minimum of 1,250 hours in the previous twelve (12) months. In the event of the death of more than one covered family member in a twelve (12) month period, an employee is entitled to up to a total of six (6) weeks of unpaid family bereavement leave during the twelve (12) month period.

1. For purposes of family bereavement leave, “covered family member” means:

- i. an employee’s child (son or daughter) who is a biological, adopted, or foster child, a stepchild, a legal ward, or a child with whom the employee stands in loco parentis;

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- ii. an employee’s spouse, sibling, parent, mother-in-law, father-in-law, grandchild, grandparent, or stepparent; or
- iii. an employee’s domestic partner, if the domestic partnership or civil union is recognized under the law of a state or political subdivision of a state or, even if not so recognized by law, an unmarried adult person who is in a committed, personal relationship with the employee and who is designated to the County by the employee as that employee’s domestic partner.

2. All employees shall be entitled to use a maximum of ten (10) work days of unpaid family bereavement leave due to:

- i. A miscarriage;
- ii. An unsuccessful round of intrauterine insemination or of an assisted reproductive technology procedure, meaning a method of achieving a pregnancy through an artificial insemination or an embryo transfer, including gamete and embryo donation, but which does not include a pregnancy achieved through sexual intercourse;
- iii. A failed adoption match or an adoption that is not finalized because it is contested by another party;
- iv. A failed surrogacy agreement;
- v. A diagnosis that negatively impacts pregnancy or fertility; or
- vi. A stillbirth.

b) Child Extended Bereavement Leave. Full-time employees who have worked of two (2) weeks are entitled to child extended bereavement leave. Eligible employees are entitled to up to twelve (12) weeks of unpaid leave if the employee experiences the loss of a child by suicide or homicide. For purposes of this subsection, the term “child” shall have the same definition as provided in Section III(a)(1)(i).

- 1. Child extended bereavement leave may be taken in a single continuous period or intermittently in increments of no less than four (4) hours, but leave must be completed within one (1) year after the employee notifies their direct supervisor or immediate supervisor of the loss.
- 2. An employee shall provide their direct supervisor or immediate supervisor with at least forty-eight (48) hours’ advance notice of the employee’s


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intention to take child extended bereavement leave, unless providing such notice is not reasonable and practicable.

3. Upon request, the employee shall provide their department head or immediate supervisor with reasonable documentation supporting the use of leave.
  - i. Documentation may include a death certificate, a published obituary, or written verification of death, burial, or memorial services from a mortuary, funeral home, burial society, crematorium, religious institution, or government agency. Documentation must include cause of death.
4. In no event shall an employee have a right to take unpaid child extended bereavement leave in excess of the unpaid child extended bereavement leave set forth in this policy; nor shall the unpaid leave set forth herein be in addition to the unpaid leave time permitted by the federal Family and Medical Leave Act of 1993 (FMLA) and the Family Bereavement Leave Act.

#### **IV. REQUIREMENTS AND LIMITATIONS ON SCOPE**

- a) Family bereavement leave under Section III (a) of this policy must be completed within sixty (60) days after the date on which the employee receives notice of the death of the covered family member.
- b) Family bereavement leave under Section III (a)(2) of this policy must be completed within sixty (60) days after the date on which an event listed in Section III (a)(2) occurs.
- c) An employee shall provide their department head or immediate supervisor with at least forty-eight (48) hours' advance notice of the employee's intention to take family bereavement leave, unless providing such notice is not reasonable and practicable.
- d) In no event shall an employee have a right to take unpaid family bereavement leave in excess of the unpaid family bereavement leave set forth in this policy; nor shall the unpaid leave set forth herein be in addition to the unpaid leave time permitted by FMLA and the Child Extended Bereavement Leave Act.

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**V. RESERVATION OF RIGHT TO REQUEST DOCUMENTATION**

The County reserves the right to require the employee to provide reasonable documentation in support of the employee’s request for family bereavement leave.


- a) For leave requested under Section III (a) of this policy, documentation may include a death certificate, a published obituary, or written verification of death, burial, or memorial services from a mortuary, funeral home, burial society, crematorium, religious institution, or government agency.
- b) For leave resulting from an event listed under Section III (a)(2) of this policy, reasonable documentation shall include a form, to be provided by the Department of Labor, to be filled out by a health care practitioner who has treated the employee or the employee’s spouse or domestic partner, or surrogate, for an event listed under Section III (a)(2), or documentation from the adoption or surrogacy organization that the employee worked with related to an event listed under Section III (a)(2), certifying that the employee or his or her spouse or domestic partner has experienced an event listed under Section III (a)(2), provided that the County may not require that the employee identify which category of event necessitated the leave.

**VI. OPTION OF EMPLOYEE TO USE ACCRUED LEAVE**

An employee who is entitled to take paid or unpaid leave (including family, medical, sick, vacation personal, or similar leave) from employment, pursuant to federal, State, or local law, a collective bargaining agreement, or an employment benefits program or plan may elect to substitute any period of such leave for an equivalent period of leave provided under Section III of this policy.

**VII. THREE DAYS PAID BEREAVEMENT LEAVE**

- a) Notwithstanding the foregoing provisions that are consistent with the Family Bereavement Leave Act and the Child Extended Bereavement Act, all employees shall be afforded up to three (3) paid consecutive scheduled work days for the purposes outlined in Section III.
- b) The three (3) consecutive scheduled work days of paid bereavement leave described in this subsection is not in addition to the maximum period of unpaid bereavement leave described in Section III, but rather, three (3) days

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of the maximum period of bereavement leave described in Section III, shall be paid leave, provided they are consecutive scheduled work days.


- c) Bereavement pay is calculated based on the base pay rate at the time of the absence for standard scheduled hours for each day of leave taken. This pay will not include any special forms of compensation, such as shift differential or weekend premium. Paid time off, pursuant to this subsection, will not be counted as hours worked for purposes of the calculation of overtime.

**VIII. DEATH OF OTHER RELATIVES**

In the event of the death of a relative who does not fall within the statutory definition of a covered family member under Section III, an employee may utilize accrued leave, or in the absence of any other eligible accrued leave, an employee may utilize two (2) days leave without pay, unless such absence would unduly interfere with the administrative, personnel or operational needs of the County.


**(d) Jury Duty and Summonses.**

Winnebago County will not aid or assist any employee in avoiding jury duty. If the administrative, personnel or operational needs of the County so require, it may assist an employee who receives a summons for jury duty in delaying service. Full-time employees who are called to jury duty will be compensated at their regular hourly rate for their standard scheduled hours for each day of service. Any compensation received from the court for jury service shall be surrendered to the Human Resources Department or its designees. Payment under this policy shall not exceed four weeks (160 hours). If required to serve longer than four (4) consecutive weeks, jury duty leave shall be unpaid and employees may keep compensation received from the court. Upon reaching unpaid time off under this section, all accrued benefits shall stop accruing and payment under this policy may not be used in conjunction with any other paid time off or leave. Employees who are summoned for deposition or other testimony in their capacity as employees or agents of Winnebago County must make their Department Heads aware of the receipt of any such summons or subpoena as soon as it is received or reasonably possible.

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Time incurred in responding to summonses and subpoenas shall constitute hours worked for purpose of the calculation of overtime and shall be paid at the employee's regular hourly rate.

Employees who are required to appear in court or give deposition for personal or non-work-related reasons may use a personal day, vacation day or request an unpaid absence. Granting time off to respond to a summons or subpoena will be at the discretion of the employee's Department Head. Employees required to personally appear as a defendant in a criminal matter shall be subject to discipline as provided for elsewhere in County policies.

<b>Description: LEAVES OF ABSENCE POLICY</b>		<b>Policy Number: 62-176--- 62-180</b>
 <p style="text-align: center;"><b>WINNEBAGO COUNTY</b></p>	Revision Date:	/2026
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**(e) Educational Leave.**


A leave of absence for a period not to exceed one (1) year may be granted to an employee in order that the employee may attend a recognized college, university, trade or technical school, high or primary school, provided that the course of instruction is reasonably related to his/her employment for the potential benefit of Winnebago County. Leave granted under this policy shall be at the discretion of Winnebago County and shall not be paid. An employee granted a leave of absence under this policy shall not continue to accrue benefits or seniority during the period of the leave. Group health insurance benefits shall be continued under the same terms and conditions as existed prior to the beginning of the leave period as noted in the health insurance section below. No other leaves or paid time off may be used in conjunction with this section of the policy. Although Winnebago County will endeavor to return an employee taking leave under this policy to the same or a substantially similar position as that held before the leave began, it is not guaranteed.

An employee requesting a leave of absence under this policy must submit to his/her Department Head a written request including satisfactory evidence that the college, university or other school has accepted him/her as a student and, on the expiration of each semester or other school term, shall submit proof of attendance during such term. Leave granted under this policy may be extended for additional periods of up to one (1) year upon written request of the employee and submission of evidence to the Department Head of the successful completion of the course(s) of study for which the original leave was granted.

If an employee is attending training for the purpose of maintaining licensure or necessary certification for his/her employment with the County, unpaid time off and/or compensation will be provided in accordance with applicable wage and overtime laws and/or applicable collective bargaining agreement.

**(f) Union Business.**

Winnebago County employees who are members of a collective bargaining unit shall be provided with time off and compensation for the conduct of union business

<b>Description:</b>	<b>LEAVES OF ABSENCE POLICY</b>	<b>Policy Number: 62-176--- 62-180</b>	
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in accordance with the terms and conditions of an applicable collective bargaining agreement.

**(g) School Visitation Rights.**

Employees are expected to use vacation or personal days in order to attend parent/teacher conferences or other school related functions for their own children. If, however, an employee has expended all paid time off or is otherwise ineligible, Winnebago County will grant him/her up to four (4) hours of unpaid time off per year for attendance at school functions.


**(h) Neonatal Intensive Care Unit Leave (NICU Leave).**

Winnebago County will provide eligible employees up to twenty (20) days of unpaid NICU leave while a child of the employee is a patient in a neonatal intensive care Unit. An employee shall be entitled to NICU leave for up to twenty (20) days or the length of time the employee’s child was a patient in a neonatal intensive care unit, whichever is less. NICU leave is available to employees regardless of their length of service (i.e., part-time, full-time or temporary/seasonal status). The leave can be taken continuously or intermittently at the employee’s selection.

The definition of “child” under NICU Leave includes “a biological, adopted, or foster child, a stepchild, a legal ward, or a child of a person standing *in loco parentis*.”

NICU leave is separate from and in addition to leave provided to eligible employees under the Family and Medical Leave Act (FMLA). Eligible employees must first exhaust their FMLA; if their child remains in the NICU after FMLA is exhausted, the employee is then entitled to use NICU leave. Winnebago County shall not require that an employee use any paid leave available to the employee for any reason instead of leave the employee is entitled to under this NICU Leave.

Winnebago County may require reasonable verification, such as certification from a medical provider confirming the length of the NICU stay. This reasonable verification shall exclude any confidential information protected by the Health

<b>Description:</b>	<b>LEAVES OF ABSENCE POLICY</b>	<b>Policy Number: 62-176--- 62-180</b>	
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Insurance Portability and Accountability Act of 1996 (HIPAA) or other privacy laws.

Eligible employees returning from this NICU Leave must be reinstated to their original or a substantially equivalent position with no loss of accrued or held benefits, including health insurance benefits.

**(i) Nursing Mothers in the Workplace.**

Winnebago County will provide employees who are nursing mothers with thirty (30) minutes of paid break time each time they need to express milk for her nursing infant child, for up to one (1) year after the child’s birth. The break time may run concurrently with any break time already provided to the employee.


**(j) Blood and Organ Donation Leave.**

Winnebago County will provide participating employees with paid leave for organ, bone marrow or blood donation. Employees may take up to ten (10) days of paid leave in a 12-month period for organ or bone marrow donation, and one (1) hour for every fifty-six (56) days for blood donation. This applies to both full-time and part-time employees. Employees may take up to two (2) hours or more, up to twenty-four (24) times in a 12-month period, for platelet donation.

The definition of “participating employee” under Blood and Organ Donation means a full-time or part-time employee who has been employed by an employer for a period of six (6) months or more and who donates blood or an organ. For a part-time employee taking leave under this section, Winnebago County shall calculate the daily average pay the part-time employee received during his or her previous two (2) months of employment and compensate the part-time employee in the amount of the daily average pay for the leave days used.

Winnebago County may require proof of the donation, and employees shall provide reasonable notice to their department head or immediate supervisor.

An employee may not be required to use accumulated sick or vacation leave time before being eligible for organ donor leave.

<b>Description:</b>	<b>LEAVES OF ABSENCE POLICY</b>	<b>Policy Number: 62-176--- 62-180</b>
 <p style="text-align: center;"><b>WINNEBAGO COUNTY</b></p>	Revision Date:	/2026
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**Section 62-180 Applicable guidelines for all Leaves of Absence**

**(a) Concurrent Use of Other Paid Time Off During Leave**

If an employee has accrued or is eligible for paid time off (*e.g.* vacation pay, sick pay, personal day pay, *etc.*) or other paid leave (disability or workers' compensation, *etc.*), provided that leave meets FMLA/leave requirements), the employee must use such paid benefits concurrently with FMLA leave to the extent that this does not conflict with IMRF disability benefits. The use of paid time off during a period of FMLA leave does not extend the twelve (12) or twenty-six (26) work-week leave period.


Accrual based benefits such as vacation and sick pay shall not accrue during any unpaid period of FMLA qualified, discretionary or educational leave.

**(b) Health Insurance While on Leave**

Winnebago County will continue qualified health insurance benefits for eligible and participating employees while on an FMLA qualified leave under the same terms and conditions as existed the day the leave began.

During a leave of absence, the employee is responsible for the payment of the employee portion of health insurance premiums. If an employee continues to receive pay as the result of the use of paid time off such as sick pay or vacation pay while on a qualified leave, the County will continue to deduct the employee portion of insurance premiums. In the event the employee is on an unpaid leave or on IMRF Disability and no longer receiving compensation through the payroll process, the County shall continue to make contributions toward the cost of the Group Health Insurance coverage for a period of ninety (90) calendar days and the employee shall pay the amount that is normally deducted per payroll period from his/her payroll check. At the end of the ninety (90) day period, the employee may continue his/her coverage by paying the full cost for coverage.

In the event that an employee is receiving Workers' Compensation Temporary Total Disability (TTD) payments pursuant to the Illinois Workers' Compensation Act, the employee shall be required to contribute his/her portion of the cost of the Group Health Insurance coverage for a period of twelve (12) months from the initial

<b>Description:</b>	<b>LEAVES OF ABSENCE POLICY</b>	<b>Policy Number: 62-176--- 62-180</b>
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date of injury. Thereafter, the employee shall be responsible to pay the full cost of the Group Health Insurance premium.

A payment schedule will be set up at the commencement of a period of a leave of absence. The County will continue to make the employer contribution toward maintenance of coverage for the duration of an FMLA qualified leave, but the employee shall be responsible for reimbursement of the employee contribution during or upon return from leave. In all other cases, payment of the employee contribution shall be made in accordance with the payment schedule. Non-payment of employee contributions or payment that is more than thirty (30) days late, may result in termination and lapse of insurance coverage. Cancellation or lapse will be retroactive to the last day of coverage from the last payment of the employee contribution made by the employee. In the event of non-payment of employee contributions to coverage, the County may act to recover payments made by it in order to continue coverage.

Outstanding premium balances will disqualify otherwise eligible employees from future participation in the Group Health Insurance Program until such time as outstanding balances are resolved. Any event which causes coverage to lapse will necessitate re-enrollment in accordance with Summary Plan Documents. Once coverage has lapsed, payment of an outstanding premium balance does not constitute a qualifying event and does not automatically re-enroll or restore coverage.

**(c) Returning from Leave**

An employee on any leave of extended duration, *i.e.* more than two (2) weeks, is responsible for communicating with his or her Department Head regarding anticipated return. An employee who wishes to return to work earlier than originally anticipated must provide at least a five (5) business day notice of an earlier than anticipated return to the Human Resources Department or its Departmental designee. Where notice is not provided at least five days in advance, requests for early return will be granted in accordance with the business, administrative and operational needs of the County.

<b>Description: LEAVES OF ABSENCE POLICY</b>		<b>Policy Number: 62-176--- 62-180</b>	
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The failure to return from any leave granted under this policy, without prior approval or in the absence of notice or contact from the employee, will be deemed to be a voluntary resignation by the employee.



# Resolution Executive Summary

## For CIP Projects

**Prepared By:** Purchasing Department for Coroner’s Office  
**Committee Name:** Operations and Administrative Committee  
**Committee Date:** May 7, 2026  
**Board Date:** May 14, 2026  
**Resolution Title:** Resolution Awarding Purchase of Ford Expedition for Coroner’s Office Using Fee Funds

### Budget Information

<b>Budgeted? YES</b>	<b>Amount Budgeted? \$75,000</b>
<b>If not, originally budgeted, explain the funding source?</b>	
<b>If CIP funded, original Board approved amount? \$75,000</b>	
<b>Over or Under approved amount? OVER      By: \$6,038</b>	
<b>Reason for CIP increase? N/A</b>	
<b>ORG/OBJ/Project Codes: 41900-46410</b>	<b>Descriptor: Coroner Fee Fund</b>
<b>Budget Impact? \$81,038</b>	

**Background Information:** The Winnebago County Coroner’s Office requested the purchase of one (1) 2027 Ford Expedition Max Active using Coroner Fee Funds. The Purchasing Department reached out for quotes and availability. Quotes include dealer discounted pricing and government GSA pricing for vehicles. Additional quotes are also provided for vehicle outfitting. Brad Manning Ford of Dekalb presented the lowest quote for the vehicle (See Resolution Exhibit A). The Coroner’s Office would like to order the vehicle for \$66,516 and have the vehicle outfitted for \$14,522 (Resolution Exhibit A). The current 2013 Ford Expedition used by the Coroner’s Office has 67,429 miles. When possible, elements of the existing vehicle are reused by the outfitting vendor to reduce costs.

<b>2027 Ford Expedition Vehicle Breakdown</b>	
2027 Ford Expedition	\$ 66,516
Charles Browne	\$ 3,520
Foster Coach	\$ 8,640
Vischer Funeral Supplies	\$ 500
Mortuary Mall	\$ 1,862

**Recommended By:** Coroner Jen Muraski and Deputy Coroner Matt Lane

**Follow-Up Steps:** Purchasing Department will issue Purchase Orders accordingly.

**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 PURCHASE OF FORD EXPEDITION FOR CORONER'S OFFICE USING FEE 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**, Winnebago County Coroner's Office has requested the purchase of a 2027 Ford Expedition Max Active, fully outfitted, using the coroner fee funds; and,

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

**WHEREAS**, the Coroner's Office also obtained quotes for the outfitting of the new vehicles, including the removal and installation for reuse of some existing equipment; and,

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

**MULTIPLE VENDORS**

**NOW, THEREFORE, BE IT RESOLVED**, by the County Board of the County of Winnebago, Illinois, that the Director of Purchasing is authorized to issue Purchase Orders in the amount of \$81,038, on behalf of the County of Winnebago, to Brad Manning Ford, 402 Manning Drive, Dekalb, Illinois 60115; Charles Brown, DBA Rockford Communications, 720 Lorden Court, Rockford, Illinois 61104; Mortuary Mall, PO BOX 17, Wilton, CT 06897; and Foster Coach Sales, Inc., 903 Prosperity Drive, Sterling, IL 61081.

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

Respectfully Submitted,  
**OPERATIONS AND ADMINISTRATIVE COMMITTEE**

**AGREE**

**DISAGREE**

\_\_\_\_\_  
PAUL ARENA, CHAIR

\_\_\_\_\_  
PAUL ARENA, CHAIR

\_\_\_\_\_  
VALERIE HANSERD, VICE CHAIR

\_\_\_\_\_  
VALERIE HANSERD, VICE CHAIR

\_\_\_\_\_  
JOHN BUTTITTA

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JOHN BUTTITTA

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JOE HOFFMAN

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JOE HOFFMAN

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MICHAEL THOMPSON

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MICHAEL THOMPSON

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

\_\_\_\_\_  
RAY 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

<b>QUOTE TAB</b> <b>26NB-2466</b> <b>CORONER FORD EXPEDITION REPLACEMENT USING FEE FUNDS</b>			
	Brad Manning Ford DeKalb, IL	Prescott Brothers Rochelle, IL	Rock River Ford Rockford, IL
2027 Ford Expedition	\$ <b>66,516</b>	\$ 70,515	\$ 72,395
Outfitting	\$ <b>14,522</b>	\$14,522	\$14,522
Total	\$ <b>81,038</b>	\$ 85,037	\$ 86,917

Outfitting:

- \$3,520.00 Charles Brown, DBA Rockford Communications
- \$8,640.13 Foster Coach
- \$500.00 Latch Set for Cot - Vischer Funeral Supplies
- \$1,862.00 Mortuary Mall

---

\$14,522.13

# Purchase Order



Date:

Government Agency	
Agency Name	Winnebago County
Street Address	404 E Elm ST
City, State, Zip Code	Rockford IL 61101

Dealer	
Dealership Name	Brad Manning Ford
Street Address	402 Manning Dr
City State, Zip Code	DeKalb IL 60115

FIN Code	QG630
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Dealer Code	41w496
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QTY	ORDER NUMBERS	VEHICLE DESCRIPTION (BODY CODE)	UNIT PRICE	LINE TOTAL
1	W100	1 2027 Expedition Max Active 4x4; 200a equipment group; Black Exterior : Build sheet attached	MSRP \$72,555.00	Selling price \$65,965.00
		Tax Exempt Sale		\$0.00
		IL Title fee		\$165.00
		M Plates		\$8.00
		Dealer DOC fee and delivery of vehicle		\$377.63
<i>If needed, you may attach an additional list of order numbers</i>				
<b>TOTAL PURCHASE</b>				<b>\$66,515.63</b>

Government Agency Representative	
Signature	
Printed Name/Title	
Date	
Email	
Telephone	

Dealership Sales Representative	
Signature	
Printed Name/Title	Eric Kilmer Commercial Account Manager
Date	4/20/2026
Email	eric.manningford@gmail.com
Telephone	815-762-5105 direct 815-756-6325 office

By signing this document, I confirm that I have authorized the selling dealer to place a vehicle order under my FIN code for the stated orders listed above. I understand that placing an order does not guarantee production.

By signing this document, I confirm that I have received authorization from the stated Purchaser to place a vehicle order under their FIN code. I understand that the information on this form is subject to audit.



Preview Order W100 - K1J 4x4 Active Max: Order Summary Time of Preview: 04/20/2026 15:27:24 Receipt: NA

Dealership Name: Brad Manning Ford, Inc.

Sales Code : F41496

Dealer Rep.	ERIC KILMER	Type	Fleet	Vehicle Line	Expedition	Order Code	W100
Customer Name	Winnabego Cou	Priority Code	G1	Model Year	2027	Price Level	715

DESCRIPTION	MSRP	DESCRIPTION	MSRP
K1J0 EXPEDITION ACTIVE MAX 4X4	\$69600	CONN PKG:1YR INCL W/FORD APP	\$0
TOTAL BASE VEHICLE	\$69600	SECURE PKG:1 YR INCLUDED	\$0
AGATE BLACK METALLIC	\$0	PRICE CONCESSION INDICATOR	\$0
XL CLOTH CAPT CHAIR SEATS	\$0	REMARKS TRAILER	\$0
DARK GRAY	\$0	FRONT LICENSE PLATE BRACKET	\$0
EQUIPMENT GROUP 200A	\$0	SPECIAL DEALER ACCOUNT ADJUSTM	\$0
.3.5L ECOBOOST V6 ENGINE	\$0	SPECIAL FLEET ACCOUNT CREDIT	\$0
.10SPD AUTO TRANS W/SLCTSHFT	\$0	FUEL CHARGE	\$0
P265/70R18E A/T BSW TIRES	\$0	NET INVOICE FLEET OPTION (B4A)	\$0
.3.73 RATIO REGULAR AXLE	\$0	PRICED DORA	\$0
FORD FLEET SPECIAL ADJUSTMENT	\$0	ADVERTISING ASSESSMENT	\$0
FLR LNERS RW 1&2 W/O CRPET MAT	\$160	DESTINATION & DELIVERY	\$2795
18" DARK ALLOY PAINT ALUM WHL	\$0		
			MSRP
TOTAL BASE AND OPTIONS			\$72555
DISCOUNTS			NA
TOTAL			\$72555

ORDERING FIN: QG630 END USER FIN: QG630

INCENTIVES

Acc. Code ID :10 Contract/Ref # :02-495V Bid Date :03/16/26State : IL

Customer Name:  
Customer Address:

Customer Email:  
Customer Phone:

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

*This order has not been submitted to the order bank.*

5/5/2025  
 To-WINNEBAGO COUNTY CORONER/ MATT LANE  
 From-Charles Browne  
 Rockford Communications  
 720 Lordin Ct. Rockford, IL 61104 815-742-2842

HI MATT

Subject-Costs to outfit new 2025 FORD TRANSIT WITH LIGHTS, AND IGNITION OVERRIDE

Quantity	Brand	Description	Part#	Cost	ext
1	secure idle	E3350 IGNITION OVERRIDE		\$ 250.00	\$
1	STL	VISOR LIGHT	raplor tir	\$ 350.00	\$
1	STL	TRANSIT MOUNT FOR VISOR LIGHT		\$ 75.00	\$
1	STL	REAR TRAFFIC ADVISOR LIGHT BAR WITH EXTENSION(SPLIT)		\$ 500.00	\$
1	STL	DIRECT CONTROL BOX TRAFFIC ADVISOR	VLWCB	\$ 30.00	\$
1	FEDERALSI	BRAKE LIGHT FLASHER		\$ 65.00	\$
2	WHEELEN	CLEAR VERTEK HIDE AMMOAYS	FA6	\$ 100.00	\$
6	STL	Z12 TIR LED GRILLE Z-side-2 rear door s grille	Z12	\$ 78.00	\$
4		PROGRAMMING BUTTONS		\$ 8.00	\$
				\$ 1,970.00	\$
				\$ 1,500.00	\$
				\$ 50.00	\$
				\$ 3,520.00	\$

TRI COLOR

2 IN FRONT GRILLE 2 IN REAR SIDE WINDOWS

PARTS TOTAL  
 LABOR  
 FREIGHT  
 TRANSIT TOTAL



**Foster Coach**  
 903 Prosperity Drive  
 Sterling, IL 61081  
 (815) 625-3276  
 service@fostercoach.com  
 fostercoach.com

# Estimate #3409

Created: 02/10/2025  
 Payment Term: On Receipt  
 Service Writer: Delon Bland

Winnebago County Coroner's Office  
 403 Elm Street 2nd Floor  
 Rockford, IL 61101  
 Mobile: (815) 670-8082  
 MLane@coroner.wincoil.gov

Description	Price	QTY	HRS	Subtotal
Labor: Remove old floor, Install plywood to frame, install new Lonseal flooring, add Stainless trim and install power-load. Install bulkhead directly behind front seating			40	\$7,800.00
Part: LONPLATE 1 ROLL 6' X 60' DYE LOT LA-70/22 #637 Part #: P163	\$62.20	9		\$559.80
Part: 3/4 x 4 x 8 Plywood Sheathing Part #: 3/4 x 4 x 8 Plywood Sheathing	\$42.53	3		\$127.59
Part: Custom Stainless Trim	\$76.37	2		\$152.74
<b>Total:</b>				<b>\$8,640.13</b>

DO NOT PAY BASED OFF THIS. INVOICE WILL FOLLOW.

Estimates provided are an approximation of timing and charges to you for the services requested. They are based on the anticipated work to be done. It is possible for unexpected complications to cause some deviation from the original quote. You hereby authorize the repair work described in this estimate to be done along with the procurement of the necessary material(s), including permission to operate the vehicle for on-road testing or inspection. If any additional repairs are required, we will prepare a revised work order providing the cost of additional parts and labor and total revised cost. All parts are new unless specified otherwise.

Deposits are non-refundable. No returns or refunds on special ordered items or electrical parts. There is no warranty for used parts or customer supplied parts.

You agree that we are not responsible for loss or damage to your vehicle, including loss of articles left in the vehicle, including, without limitation, in case of fire, theft, or any other cause(s) beyond our control.

We are not responsible for any delays caused by unavailability of parts or delays in delivery of parts by the supplier or transporter. You have the right to know before authorizing any additional repairs what those repairs will be and what they will cost. If required repairs exceed the authorized estimated amount, we must obtain your approval to perform the repairs. We will keep you informed and perform only repairs authorized by you.

Labor .....	\$7,800.00
Parts .....	\$840.13
Subtotal .....	\$8,640.13
Tax .....	\$0.00
<b>Grand Total .....</b>	<b>\$8,640.13</b>
Paid to Date .....	(\$0.00)
<b>REMAINING BALANCE</b>	<b>\$8,640.13</b>

Signature \_\_\_\_\_



# **Unfinished Business**

**Appointments Read in  
on April 23, 2026**

# **Finance Committee**



# Ordinance Executive Summary

**Prepared By:** Steve Schultz  
**Committee:** Finance Committee  
**Committee Date:** April 16, 2026  
**Ordinance Title:** Ordinance for a Budget Amendment for State's Attorney VOCA Grant Renewal  
**Board Meeting Date:** April 23, 2026

## Budget Information:

Was item budgeted? Yes	Original Appropriation Amount: \$54,408
If not, explain funding source: Federal Grant Funding	
ORG/OBJ/Project Code: 60300 (State's Atty Grants)/various/02120 (VOCA)	
FY2026 Budget Impact: \$199,994	

**Background Information:** The State's Attorney office has historically received federal funding through the Illinois Criminal Justice Info Authority to provide services to the underserved population of victims of crime. This grant is awarded on a calendar year basis. The State's Attorney Office received renewal funding for 2026 that has not been reflected in the current budget.

**Recommendation:** Finance Department recommends approval

**Contract/Agreement:** Not applicable

**Legal Review:** Not applicable

**Follow-Up:** Not applicable

**2026 Fiscal Year**

Finance: April 16, 2026

Lay Over: April 23, 2026

Sponsored by:

**Final Vote: May 14, 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 State's Attorney VOCA Grant Renewal**

**WHEREAS**, The State's Attorney office has historically received federal funding through the Illinois Criminal Justice Info Authority to provide services to the underserved population of victims of crime. This grant is awarded on a calendar year basis. The State's Attorney Office received renewal funding for 2026 that has not been reflected in the current budget; 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 **#26-010 SAO VOCA Grant Award**.

Respectfully Submitted,  
**FINANCE COMMITTEE**

**AGREE**

**DISAGREE**

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

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

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

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

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

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

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

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

\_\_\_\_\_  
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:		4/16/2026			AMENDMENT NO: 26-010			
DEPARTMENT:		State's Attorney Grants			SUBMITTED BY: Finance			
FUND#:		0303-State's Atty Grant Fund			DEPT. BUDGET NO. 60300 -State's Atty Grant 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>								
60300	41110	02120	Regular Salary	\$32,309	\$0	\$32,309	\$134,650	\$166,959
60300	41221	02120	Life Insurance	\$35	\$0	\$35	\$138	\$173
60300	41231	02120	IMRF	\$1,504	\$0	\$1,504	\$8,849	\$10,353
60300	41241	02120	FICA/Medicare	\$3,052	\$0	\$3,052	\$12,946	\$15,998
60300	42110	02120	Supplies	\$0	\$0	\$0	\$200	\$200
60300	48211	02120	Health Insurance	\$10,413	\$0	\$10,413	\$25,030	\$35,443
60300	48220	02120	Indirect Costs	\$7,097	\$0	\$7,097	\$18,181	\$25,278
<b>Revenue</b>								
60300	32110	02120	Federal Operating Grant Revenue	(\$54,408)	\$0	(\$54,408)	(199,994)	(\$254,402)
<b>TOTAL ADJUSTMENT:</b>							\$0	
<b>Reason budget amendment is required:</b>								
The State's Attorney office received has historically received federal funding through the Illinois criminal Justice Info Authority to provide services to the underserved population of victims of crime. This grant is awarded on a calendar year basis. The State's Attorney Office received renewal funding for 2026 that has not been reflected in the current budget.								
<b>Potential alternatives to budget amendment:</b>								
None								
<b>Impact to fiscal year 2026 budget:</b> \$199,994								
<b>Revenue Source:</b> Grant Funding								





# Ordinance Executive Summary

**Prepared By:** Steve Schultz  
**Committee:** Finance Committee  
**Committee Date:** April 16, 2026  
**Ordinance Title:** Ordinance for a Budget Amendment for Deferred Prosecution Grant Renewal  
**Board Meeting Date:** April 23, 2026

## Budget Information:

Was item budgeted? Yes	Original Appropriation Amount: \$194,199
If not, explain funding source: State Grant Funding	
ORG/OBJ/Project Code: 42000 (Deferred Prosecution)/various/02127 (DIVERT)	
FY2026 Budget Impact: \$113,273	

**Background Information:** The State's Attorney office received has historically received state funding through the Illinois Criminal Justice Info Authority to provide services for the deferred prosecution program (DIVERT). Original funding for the state's 2026 fiscal year was for service dates of July 2025-December 2025. The state recently awarded an additional amount for the period February 2026-June 2026. The additional award needs to be included in the FY2026 appropriations.

**Recommendation:** Finance Department recommends approval

**Contract/Agreement:** Not applicable

**Legal Review:** Not applicable

**Follow-Up:** Not applicable

**2026 Fiscal Year**

Finance: April 16, 2026

Lay Over: April 23, 2026

Sponsored by:

**Final Vote: May 14, 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 Deferred Prosecution Grant Renewal**

**WHEREAS**, the State's Attorney office received has historically received state funding through the Illinois Criminal Justice Info Authority to provide services for the deferred prosecution program (DIVERT). Original funding for the state's 2026 fiscal year was for service dates of July 2025-December 2025. The state recently awarded an additional amount for the period February 2026-June 2026. The additional award needs to be included in the FY2026 appropriations.; 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 **#26-011 Deferred Prosecution Grant Award**.

Respectfully Submitted,  
**FINANCE COMMITTEE**

**AGREE**

**DISAGREE**

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

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

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

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

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

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

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

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

\_\_\_\_\_  
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:		4/16/2026			AMENDMENT NO: 26-011			
DEPARTMENT:		Deferred Prosecution Fund			SUBMITTED BY: Finance			
FUND#:		0120-Deferred Prosecution Fund			42000 -Deferred Prosecution Grant Fund (DIVERT)			
DEPT. BUDGET NO.		Grant Fund (DIVERT)						
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 Salary	\$0	\$46,819	\$46,819	\$33,416	\$80,235
42000	41221	02127	Life Insurance	\$0	\$18	\$18	\$15	\$33
42000	41231	02127	IMRF	\$0	\$1,224	\$1,224	\$1,748	\$2,972
42000	41241	02127	FICA/Medicare	\$0	\$3,581	\$3,581	\$2,553	\$6,134
42000	42110	02127	Supplies	\$0	\$2,540	\$2,540	\$192	\$2,732
42000	43190	02127	Other Professional Services	\$0	\$86,005	\$86,005	\$60,000	\$146,005
42000	48211	02127	Health Insurance	\$0	\$30,431	\$30,431	\$8,400	\$38,831
42000	48220	02127	Indirect Costs	\$0	\$23,581	\$23,581	\$6,949	\$30,530
<b>Revenue</b>								
42000	32120	02127	State Operating Grant Revenue	\$0	(\$194,199)	(\$194,199)	(113,273)	(\$307,472)
<b>TOTAL ADJUSTMENT:</b>							\$0	
<b>Reason budget amendment is required:</b>								
<p>The State's Attorney office received has historically received state funding through the Illinois Criminal Justice Info Authority to provide services for the deferred prosecution program (DIVERT). Original funding for the state's 2026 fiscal year was for service dates of July 2025-December 2025. The state recently awarded an additional amount for the period February 2026-June 2026. The additional award needs to be included in the FY2026 appropriations.</p>								
<b>Potential alternatives to budget amendment:</b>								
None								
<b>Impact to fiscal year 2026 budget:</b> \$113,273								
<b>Revenue Source:</b> Grant Funding								



**ILLINOIS  
CRIMINAL JUSTICE  
INFORMATION AUTHORITY**

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300 W. Adams Street • Suite 200 • Chicago, Illinois 60606 • (312) 793-8550

February 26, 2026

Marlana Dokken  
404 Elm Street, Suite 533  
Rockford, IL 61101

Dear Ms. Dokken,

I am writing to inform you of recent Authority Budget Committee action approving funding of your Statewide Deferred Prosecution (SDP) program. At their February 26<sup>th</sup>, 2026 meeting, the Budget Committee designated the Winnebago County State's Attorney's Office to receive \$113,273 from FFY26 general revenue funds to implement your DIVERT program.

These funds will be available upon execution of an interagency agreement between your office and the Authority. Your Grant Number is #162624; please reference this number on all correspondence.

If you have any questions concerning this designation, please feel free to call me at 773-636-4366 or email me [Kyle.W.Schlegel@illinois.gov](mailto:Kyle.W.Schlegel@illinois.gov). I look forward to working with you on this program.

Sincerely,

A handwritten signature in black ink, appearing to read "Kyle Schlegel".

Kyle Schlegel  
Federal and State Grants Unit

# **Zoning Committee**

# **Economic Development Committee**



# Resolution Executive Summary

**Committee Date:** Monday, April 13, 2026

**Committee:** Economic Development

**Prepared By:** Chris Dornbush

**Document Title:** Resolution Granting Authority To The Winnebago County Board Chairman To Execute The Documents Necessary To Complete A Loan For \$75,000 From The Revolving Loan Fund To Barber Law, LLC

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

**Board Meeting Date:** Thursday, April 23, 2026

## **Budget Information:**

<b>Was item budgeted?</b> Yes	<b>Appropriation Amount:</b> \$75,000
<b>If not, explain funding source:</b>	
<b>ORG - OBJ - Project Code:</b> Fund available in fund #0307 (Revolving Loan Fund)	<b>Budget Impact:</b> None - Budgeted

## **Background Information:**

Barber Law, LLC (Barber Law) is a local law firm transitioning from Belvidere, Boone County to Rockford, Winnebago County. The current Law Firm Tobin, Ramon, & Barber has a partner retiring, which is the catalyst for this shift. Natalie Hyser Barber is the sole owner of Barber Law, which will be located at 7550 Rote Road, Rockford. Barber Law are requesting \$75,000 at 7.5% interest rate for 5 years, amortized over 10 years from the Winnebago County Revolving Loan Fund to assist with working capital and indirectly the purchase and improvements to the building. The County's investment is just under 8% of the total project and helps create 4 Full-Time Equivalent (FTE) positions. The County's investment per position is \$18,750. Participation in this project supports a woman owned business, increases the jobs in a Low-to-Moderate (LMI) designated area, determined by HUD and is within a Labor Surplus Area.

## **Recommendation:**

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

## **Contract/Agreement:**

NA

## **Legal Review:**

Yes

## **Follow-Up:**

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

### **County Board Office**

404 Elm Street, Rm 533, Rockford, IL 61101 | [www.wincoil.gov](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 GRANTING AUTHORITY TO THE WINNEBAGO COUNTY BOARD  
CHAIRMAN TO EXECUTE THE DOCUMENTS NECESSARY TO COMPLETE A  
LOAN FOR \$75,000 FROM THE REVOLVING LOAN FUND TO  
BARBER LAW, LLC**

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**WHEREAS**, Natalie Hyser Barber is the sole owner of Barber Law, LLC (Barber Law), a local law firm relocating from Belvidere, Illinois to Rockford, Illinois where Ms. Barber's practice will continue to focus in the areas of estate planning, real estate, and small business representation; and

**WHEREAS**, Ms. Barber is relocating due to a partner retiring from Tobin, Ramon, & Barber law firm, where she has been a partner since 2015 and is now requesting seventy-five thousand dollars (\$75,000.00) from the County's Revolving Loan Fund to assist with the transition of the business to Winnebago County, Illinois and specifically for working capital and indirectly support the purchase and improvements of the building located at 7550 Rote Road, Rockford, Illinois; and

**WHEREAS**, it is expected that this loan will assist in the creation of four (4) additional full-time equivalent employees over the next two (2) years increasing their employment to eight (8) full-time equivalent positions and participation in this project benefits a female-owned business; and

**WHEREAS**, Barber Law is seeking a loan to assist with working capital and indirectly support the purchase and improvements of 7550 Rote Road, Rockford, Illinois, as recommended by the staff of Rockford Local Development Corporation (RLDC), seventy-five thousand dollars (\$75,000.00), for five (5) years, amortized at seven and a half percent (7.5%) over ten (10) years from the County of Winnebago's Revolving Loan Fund to Barber Law, LLC, secured by a subordinate lien on all business assets of Barber Law, LLC and a subordinate mortgage on its principal's residence at 867 Weatherfield Way, Belvidere, Illinois. Additionally, Ms. Barber has a personal guarantee as a co-borrower under the Note.

**NOW THEREFORE, BE IT RESOLVED**, by the County Board of the County of Winnebago, Illinois, that the Winnebago County Board Chairman is hereby authorized to execute the loan documents prepared by Rockford Local Development Corporation (RLDC) and approved by the Winnebago County State's Attorney's Office and take any and all actions necessary for the loan of seventy-five thousand dollars (\$75,000.00), for five (5) years, amortized at seven and a half percent (7.5%) over ten (10) years from the County of Winnebago's Revolving Loan Fund to Barber Law, LLC, secured by a subordinate lien on all business assets of Barber Law, LLC and a subordinate mortgage on its principal's residence at 867 Weatherfield Way, Belvidere, Illinois. Additionally, Natalie Hyser Barber has a personal guarantee as a co-borrower under the Note.

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

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

Respectfully submitted,  
**Economic Development Committee**

**AGREE**

**DISAGREE**

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JOHN SWEENEY, CHAIR

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JOHN SWEENEY, CHAIR

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TIM NABORS, VICE CHAIR

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TIM NABORS, VICE CHAIR

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FREDDY DE LA TRINIDAD

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FREDDY DE LA TRINIDAD

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ANGELA FELLARS

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ANGELA FELLARS

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BRAD LINDMARK

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BRAD LINDMARK

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JOHN PENNEY

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JOHN PENNEY

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RAY THOMPSON

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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:

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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

**Revolving Loan Fund**  
**Loan Summary for:**  
 Barber Law, LLC (Barber Law)

<b><u>Applicant:</u></b> Barber Law, LLC (Barber Law)	<b><u>P.I.N.:</u></b> 12-14-252-008
	<b><u>Principal / Officer (%):</u></b> Natalie Hyser Barber, Member/Manager (100%)
<b><u>Location Address:</u></b> 7550 Rote Road Rockford, IL 61107	<b><u>Website:</u></b> <a href="http://www.tobinramon.com">www.tobinramon.com</a>
	<b><u>County Board District #:</u></b> 8
<b><u>Jurisdiction:</u></b> City of Rockford	<b><u>County Board Member:</u></b> John Butitta
<b><u>Type of Business:</u></b> <input type="checkbox"/> New (Start-up)	<input checked="" type="checkbox"/> Expansion (Existing)
<b><u>Industry:</u></b> Legal Services	

<b><u>Requested County Revolving Loan Fund:</u></b>					<b><u>Employees:</u></b>	
					Current	Projected Additional (Growth)
	<b><u>Investment(s)</u></b>	<b><u>Interest</u></b>	<b><u>Years</u></b>	<b><u>Percentage</u></b>	<b><u>Full-Time Equivalent (FTE):</u></b>	
	Owner Equity: \$	73,600		7.66%		4
	County: \$	75,000	7.50%	5/10		4
	Midland States					
	Bank \$	518,000		53.90%		
	SBA 504 \$	294,400		30.63%	<b><u>Part Time:</u></b>	0
				0.00%	<i>Within the first 2 years of business operating, from the opening.</i>	
				0.00%	<b><u>Total:</u></b>	8
<b>Total Financing of Project:</b> \$ 961,000						
***Cost of County funds per projected job created: \$18,750						

- Uses of Loan Proceeds:**
- Provide permanent working capital in support of the relocation.
  - Indirectly assist with the purchase and improvements of commercial real estate at 7550 Rote Road.

**Revolving Loan Fund**  
**Loan Summary for:**  
Barber Law, LLC (Barber Law)

**Description of Business & Project:**

Attorney Natalie Hyser Barber, a locally established attorney with over 15 years of experience and a practice focused on estate planning, real estate, and small business representation, is seeking financing to support the relocation and expansion of her law practice from Belvidere. Ms. Barber, a partner since 2015 at a well-regarded regional firm, Tobin, Ramon, & Barber, must transition her practice due to her partners' retirement and will continue her practice under the newly created entity, Barber Law, LLC. To accommodate the change, she proposes buying and improving 7550 Rote Road, Rockford, IL, for professional office use. The proposed loan will provide permanent working capital toward the practice's transition and indirectly support the purchase of owner-occupied real estate in eastern Winnebago County.

**Other Conditions:**

- Ms. Barber's personal obligation as a co-borrower under the Note.

**RLDC Recommendation:**

Staff recommends a \$75,000, five (5) year loan to be amortized over ten (10) years at 7.5% for the following reasons following reasons:

- 1) Participation in this project contributes to the creation of four (4) skilled positions in a Labor Surplus Area.
- 2) Participation benefits a female-owned business.
- 3) Participation will contribute to the attraction and expansion of professional services within Winnebago County.
- 4) Historical and projected cash flow is more than sufficient to support proposed debt service.

**Revolving Loan Fund**  
**Loan Summary for:**  
Barber Law, LLC (Barber Law)  
**Strengths & Weaknesses**

**Strengths:**

- 1) Participation in this project is expected to contribute to the creation of four (4) FTEs.
- 2) Participation in this project benefits job creation in a Low-to-Moderate (LMI) area and a Labor Surplus Area.
- 3) Attorney Barber is an attractive target for Winnebago County and the City of Rockford toward expansion of services and tax base.
- 4) There is demonstrable existing and projected cash flow more than adequate to support project debt.

**Weaknesses:**

- 1) The proposed loan does not appear to be sufficiently collateralized. Mitigating this risk is the strong operating cash flow of the business and the secured guarantee provided by the Attorney Barber.
- 2) The business is transitioning ownership and moving. Mitigating this risk is the short distance between former and new locations as well as the strong connectivity between existing staff and clientele the firm wishes to retain.

**Attachments:**

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




(https://www.ilsos.gov/search/searchgoogle.html)

 **Driver's Licenses & ID Cards** ▾

 **Vehicles, Plates & Titles** ▾

 **Business Services** ▾

 **More Services** ▾

## Business Entity Search

### Entity Information

#### Entity Name

BARBER LAW OFFICES LLC

#### Principal Address

1834 WALDEN OFFICE SQ STE 500  
SCHAUMBURG,IL 601730000

#### File Number

04040112

#### Status

ACTIVE on 05-21-2025

#### Entity Type

LLC

#### Type of LLC

Domestic

#### Org. Date/Admission Date

07-31-2012

#### Jurisdiction

IL

#### Duration

PERPETUAL

**Annual Report  
Filing Date**

05-21-2025

**Annual Report  
Year**

2025

**Agent Information**

SCOTT BARBER  
1834 WALDEN OFFICE SQ STE 500  
SCHAUMBURG, IL 60173-4298

**Agent Change Date**

07-31-2012

**Services and More Information**

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

Available Services

Managers

Old LLC Name

Assumed Name

Series Name

File History

**Managers**



**Address**



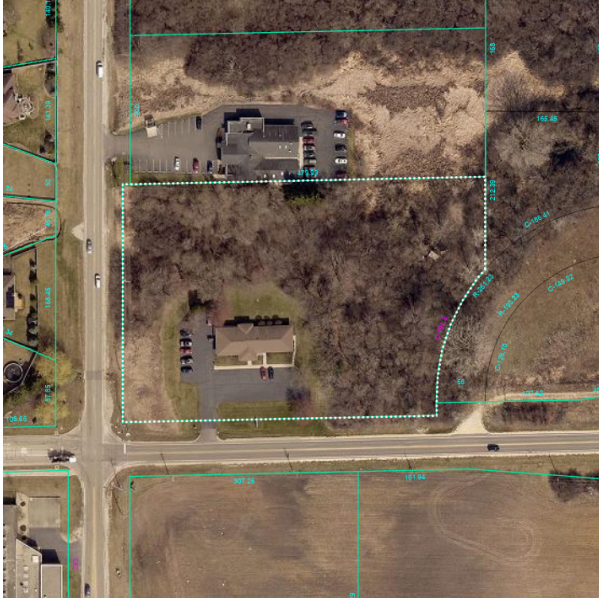
BARBER, SCOTT

1834 WALDEN OFFICE SQ STE 500  
SCHAUMBURG, IL 60173

Showing 1 to 1 of 1 entries

Previous 1 Next





**7550 ROTE ROAD**

Pin	Alt.Pin	Property Size
1214252008	null	Sq. Feet: 146621   Acres: 3.37
<b>Owner Name and Address</b>		
MARSHALL, JOHN M JR		
146 MUIR DR		
LOVES PARK, IL 61111		
<b>Taxpayer Name and Address</b>		
,		
,		
<b>Legal Description</b>		
W 530 FT LYG W BELLE CREST SUB SW1/4 NE1/4 (EXC N 979 FT) SEC 14-44-2 3.93A(c)		

**Property Use**

Use Code	Description
0071	Commercial Office-Impr

**Zoning Info**

ZoningDist: C1
----------------

**Township Info**

Township	Assessor Name
ROCKFORD	Ken Crowley

**School District**

SchoolDist: ROCKFORD SCHOOL DIST 205
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**Fair Market Values**

Year	Fair Market Value	Total Tax Bill	Code
2024	\$423,540.00	\$13,377.46	001

**Exemptions**

No exemptions to display.

**Sale History**

No sale history data to display.

**Flood Hazard Zones**



Property Code

Parcel ID

12-14-252-008

New Name / Address

12-14-252-008

MARSHALL JOHN M JR TRUSTEE  
146 MUIR DR  
LOVES PARK IL 61111-

Phone: (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

Reason for Change

Signature

1

WINNEBAGO COUNTY TREASURER AND COLLECTOR Ph. No. (815) 319-4400 2024

ABBREVIATED LEGAL DESCRIPTION  
W 530 FT LYG W BELLE CREST SUB SW1/4 NE1/4 (EXC N 979 FT) SEC  
14-44-2 3.93

MARSHALL JOHN M JR TRUSTEE  
146 MUIR DR  
LOVES PARK IL 61111-

Paid on  
05/16/2025

Formula for Tax Calculation - 2024		Parcel ID: 12-14-252-008
Board of Review Assessed Value		141,166
Township Equalization factor	X	1.0000
Board of Review Equalized Value	=	141,166
Home Improvement Exemption	-	0
Disabled Vet Adapted Housing Exemption	-	0
Department of Revenue Assessed Value	=	141,166
State Multiplier for Winn Cnty	X	1.0000
Revised Equalized Value	=	141,166
Senior Freeze Exemption	-	0
FAF/VAF Exemption	-	0
General Homestead Exemption	-	0
Senior Citizen (over 65) Exemption	-	0
Disabled Person / Disabled Vet Exemption	-	0
Returning Veteran Exemption	-	0
Taxable Value	=	141,166
Tax Rate for Tax Code 001	X	9.4764
Calculated Tax	=	\$13,377.45
Abatements	-	0
Non AD Valorem Tax	+	0.00

06/06/2025 \$0.00

THIS IS THE ONLY NOTICE YOU WILL RECEIVE FOR BOTH INSTALLMENTS.

Township Assessor Phone Number: 815-965-0300 **TOTAL TAX DUE: \$13,377.46**



Property Code

Parcel ID

Location of Property: 7550 ROTE ROAD Fair Market Value: 423,540

12-14-252-008

Taxing Body	Prior Rate	Prior Tax	Current Rate	Current Tax
WINNEBAGO COUNTY	0.6046	752.59	0.5554	784.04
- PENSION	0.1541	191.81	0.1176	166.01
FOREST PRESERVE	0.0878	109.28	0.0803	113.35
- PENSION	0.0035	4.36	0.0032	4.52
ROCKFORD TOWNSHIP	0.0963	119.87	0.0848	119.71
ROCKFORD CITY	0.9302	1,157.85	0.6905	974.75
- PENSION	1.2670	1,577.09	1.2398	1,750.18
ROCKFORD PARK DISTRICT	0.8914	1,109.56	0.8132	1,147.96
- PENSION	0.0000	0.00	0.0000	0.00
FOUR RIVERS SANITATION AUTH	0.1425	177.38	0.1253	176.88
ROCKFORD CITY LIBRARY	0.3528	439.14	0.3230	455.97
GREATER RKFD AIRPORT	0.0752	93.60	0.0695	98.11
- PENSION	0.0125	15.56	0.0108	15.25
ROCKFORD SCHOOL DIST 205	4.9472	6,157.98	4.5637	6,442.39
- PENSION	0.2482	308.94	0.2262	319.32
COMMUNITY COLLEGE 511	0.4538	564.86	0.4663	658.25
- PENSION	0.0055	6.85	0.0056	7.91
ROCKFORD TWSP ROAD	0.1108	137.92	0.1012	142.86
<b>Totals:</b>	<b>10.3834</b>	<b>12,924.64</b>	<b>9.4764</b>	<b>13,377.46</b>

MARSHALL JOHN M JR TRUSTEE  
146 MUIR DR  
LOVES PARK IL 61111-

Paid on  
08/25/2025

09/05/2025 \$0.00

2

**ROCKFORD TOWNSHIP PROPERTY INFORMATION**

Property	Aerial	Values & Exemptions	Tax Bills
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**Property Location****Parcel Number:**

12-14-252-008

**Property Code:****Address:**

7550 ROTE RD

Rockford, IL 61107

**Taxpayer:**

MARSHALL JOHN M JR TRUSTEE

959 MANCHESTER ROAD

SOUTH BELOIT, IL 61080

**Legal Description**W 530 FT LYG W BELLE CREST SUB SW1/4  
NE1/4 (EXC N 979 FT) SEC 14-44-2 3.93A(c)**SEC / TWP / [LOT] / RNG [BLK] / ACRES**

000 000 000 0.00

**Improvement Information****NBHD:**

25804

**Class:**

COMMERCIAL

**Land Use:**

OFFICE

**Building Name:**

ROHL DENTAL

**Zoning:**

C1

**Year Built:**

1992

**Exterior Wall Height:**

8

**Exterior Walls:**

BRICK/STONE

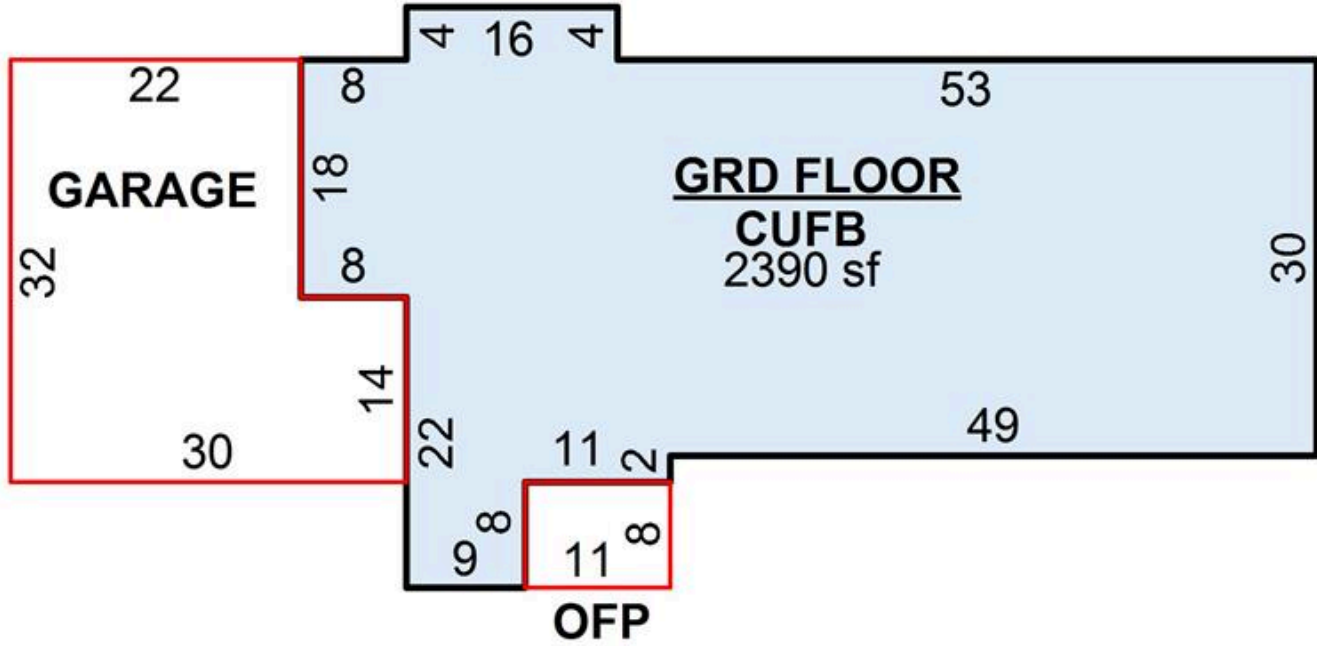
**Gross Building SF:**

2,390

**Land SF:**

146,621

**Sketch**



**Building Permits**

Pick-Up Year	BP Amount	Purpose
2016	15,900.00	RE-ROOF
1997	70,000.00	CELL TOWER
1993	145,000.00	NEW BUILDING
1993	408.00	4 INSPECTIONS

**Sales History**

No recent Sales on file

**Notes**

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SDR.DENTAL OFFICE,BASEMENT + ATTACHED GARAGE; CELL TOWER REMOVED FOR 2011;  
2025 CORRECTED LAND SIZE; LAND AREA PER WINGIS; 2025 REASSESSMENT

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

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

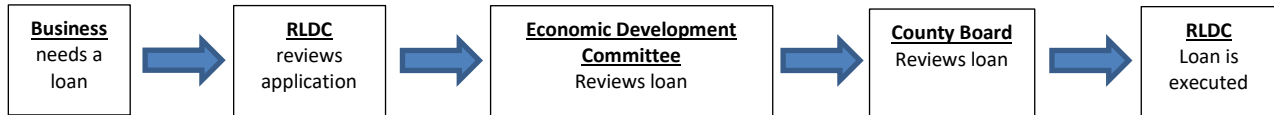
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## Winnebago County Revolving Loan Fund (RLF) Program Overview

<p><b><u>Rockford Local Development Corporation (RLDC)</u></b>                  Manages the Revolving Loan Fund Program on behalf of Winnebago County</p> <ul style="list-style-type: none"> <li>RLDC Agreement approved November 26, 2014 (<b>2014-CR-122</b>)</li> <li>Amendment approved January 28, 2016 (<b>2016-CR-013</b>)</li> </ul>	
John Phelps Executive Director of RLDC #815-987-8675	<a href="http://rldc.us/index.asp">http://rldc.us/index.asp</a> 120 West State Street, Suite 306 Rockford, IL 61101

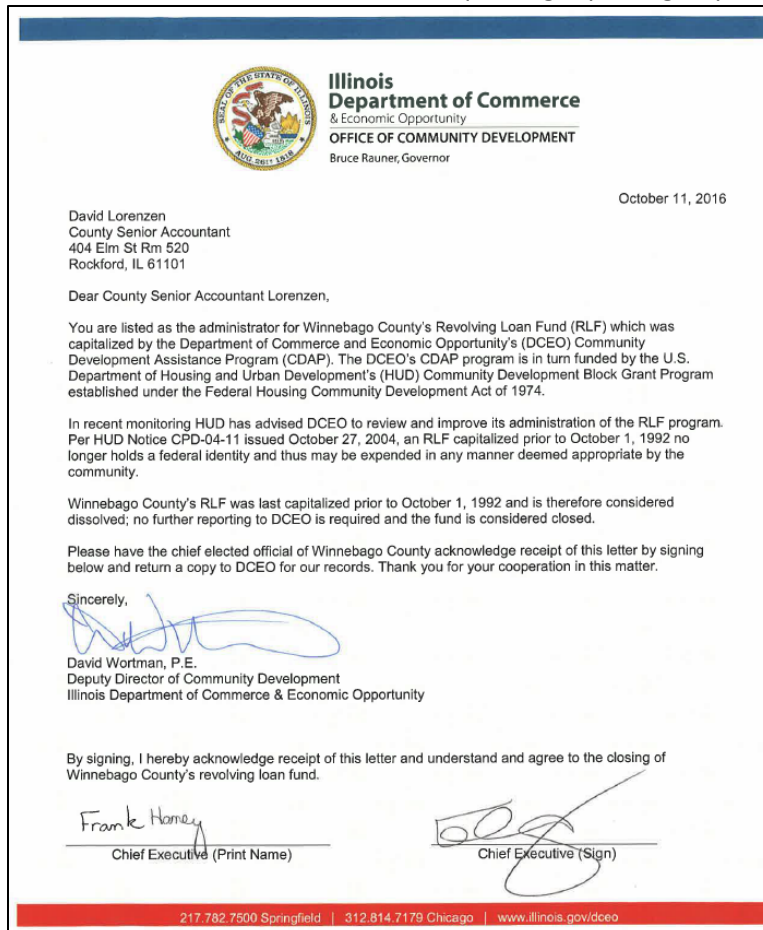
### REVOLVING LOAN FUND PROCESS IN A NUTSHELL

*(Assuming approval at each step)*



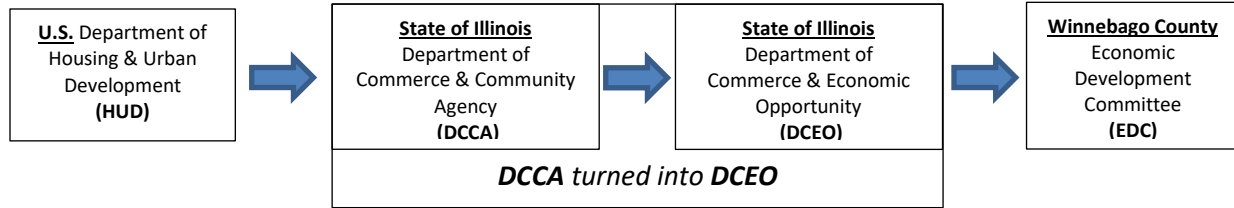
- Program is used as a **Gap Financing** tool, examples of use...
  - Land & Building
  - Equipment & Machinery
  - Working Capital

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



# Winnebago County Revolving Loan Fund (RLF) Program Overview

## Origin of Funding for Revolving Loan Fund Program



- *Stand-alone Fund* **NOT** connected with the County's General Fund, operating costs, etc.
- No liability to Winnebago County
- Fund generates interest, typically 1%-2% above current rate
  - Interest covers management fees
  - Interest balance grows account for further community investment

## Activity Summary

- Since September 28, 2015 through present (May 22, 2025)
  - **37** loans processed
    - Average number of loans per year **3.36**
    - Average amount of loan dollars per year **\$240,899**
  - **\$2,649,887** loans invested into the community
  - Estimated **238** Full-Time Equivalent (FTE) jobs created
- Average loan *approximately*...
  - Amount **\$71,619**
    - Loan amounts have ranged from \$17,500 to \$200,000
  - Interest Rate **6.72%**
    - Interest rates have ranged from 5.0% to 9.0%
  - Year (term) length **6.32**
    - Loan (term) lengths have ranged from 5 to 10 years
    - At times may be amortized out longer, but with balloon payment

# **New Business**

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

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

SPONSORED BY: VALERIE HANSERD AND PAUL ARENA

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**RESOLUTION AMENDING THE ORGANIZATIONAL STRUCTURE OF THE  
COUNTY BOARD OF THE COUNTY OF WINNEBAGO, ILLINOIS**

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**WHEREAS**, between election cycles a change to any Committee Chair or Committee Member may be made at any regular meeting of the County Board by the affirmative vote of a majority of the members present; and

**WHEREAS**, the members of the Economic Development Committee will be amended by replacing Ray Thompson with Matthew J. Gabel; and

**WHEREAS**, the members of the Finance Committee will be amended by replacing Keith McDonald with Matthew J. Gabel.

**NOW THEREFORE, BE IT RESOLVED**, by the County Board of the County of Winnebago, Illinois that assignments to the County Board Committees shall be amended as indicated on Schedule A attached.

**BE IT FURTHER RESOLVED**, that each election cycle the Board shall review the Committee Chairs and Committee Members and changes to Committee Chairs or Committee Members may be made at any regular meeting of the County Board by the affirmative vote of a majority of the members present.

**BE IT FURTHER RESOLVED**, that Committee Members will serve a two (2) year term and the Committee Chairs will serve a two (2) year term.

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

**BE IT FURTHER RESOLVED**, that the Clerk of the County Board is hereby directed to prepare and deliver a certified copies of this Resolution to the County Board Chairman, County Administrator, Chief Financial Officer, Chief Operations Officer, and County Clerk.

Respectfully submitted,  
**CAUCUS CHAIRS**

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Valerie Hanserd  
Democratic Caucus Chair

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Paul Arena  
Republican Caucus Chair

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

ATTEST:

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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

**SCHEDULE A**

**AMENDED  
2026 COUNTY BOARD STANDING COMMITTEES**

**Economic Development**

John F. Sweeney – Chair  
Tim Nabors – Vice Chair  
Freddy De La Trinidad  
Angela Fellars  
Matthew J. Gabel  
Brad Lindmark  
John Penney

**Public Safety and Judiciary**

Brad Lindmark – Chair  
Aaron Booker  
Angie Goral  
Kevin McCarthy  
Tim Nabors  
Chris Scrol  
Michael Thompson

**Finance**

John Butitta – Chair  
Paul Arena  
Matthew J. Gabel  
Valerie Hanserd  
Joe Hoffman  
John F. Sweeney  
Christina Valdez

**Public Works**

Dave Tassoni – Chair  
Jim Webster – Vice Chair  
Kevin McCarthy  
Chris Scrol  
Ray Thompson

**Operations and Administrative**

Paul Arena – Chair  
Valerie Hanserd – Vice Chair  
John Butitta  
Joe Hoffman  
Ray Thompson  
Michael Thompson  
Christina Valdez

**Zoning**

Jim Webster – Chair  
Angie Goral – Vice Chair  
Paul Arena  
Aaron Booker  
Freddy De La Trinidad  
Dave Tassoni  
Ray Thompson

# **Announcements & Communications**



# WINNEBAGO COUNTY

— ILLINOIS —

## Announcements & Communications

Date: May 14, 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. Braidwood Station, Units 1 and 2; Byron Station, Unit Nos. 1 and 2; LaSalle County Station, Units 1 and 2-Request for an Exemption from 10 CFR 50.82(a)(8)(i) and (ii) to Allow Use of the Decommissioning Trust Funds Earnings for Certain Decommissioning Activities (EPID L-2025-LLE-0028)
  - b. Byron Station-Integrated Inspection Report 05000454/2026001 and 05000455/2026001
  - c. Braidwood Station, Units 1 and 2; Byron Station, Unit Nos. 1 and 2; LaSalle County Station, Units 1 and 2-Environmental Assessment and Finding of No Significant Impact Related to Exemptions from the Requirements of 10 CFR 50.82 (a)(8)(i) and (ii), to allow use of the Decommissioning Activities (EPID L-2025-LLE-0028)
  - d. Applications for Amendments to Facility Operating Licenses Involving Proposed No Significant Hazards Consideration Determination and Containing Sensitive Unclassified Non-Safeguards Information and Order Imposing Procedures for Access to Sensitive Unclassified Non-Safeguards Information
  - e. Summary of the April 22, 2026, Public Outreach to Discuss the NRC 2025 End-of-Cycle Plant Performance Assessment of Byron Station, Units 1 and 2



# WINNEBAGO COUNTY

— ILLINOIS —

- f. Summary of April 27, 2026, Meeting with Constellation Energy Generation, LLC on Drift Analysis Report Methodology (EPID L-2026-LRM-0040)
  
2. County Clerk Gummow received a Monthly Report from the Winnebago County Clerk and Winnebago County Recorder's Office for March and April, 2026.

**Adjournment**