



# WINNEBAGO COUNTY

— ILLINOIS —

## AGENDA

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

**Thursday, June 25, 2026**  
**6:00 p.m.**

1. **Call to Order** ..... Chairman Joseph Chiarelli
2. **Invocation and Pledge of Allegiance**.....Board Member Angie Goral
3. **Agenda Announcements**..... Chairman Joseph Chiarelli
4. **Roll Call** ..... Clerk Lori Gummow
5. **Awards, Presentations, Public Hearings and Public Participation**
  - A. Awards – Officer D. Kniffen
  - B. Presentations – Officer D. Kniffen
  - C. Public Hearings – None
  - D. Public Participation – None
6. **Approval of Minutes**..... Chairman Joseph Chiarelli
  - A. Layover of May 28 and June 11, 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
  - B. Zoning Committee ..... **Jim Webster, Committee Chairman**

Planning and/or Zoning Requests:

    1. V-05-26 A variation of Section 18.3.1 Accessory Structures – General Regulations C. and Section 18.3.7 B. Detached Garages 1. to allow an accessory structure / detached

garage to be 15 feet in height instead of the height of principal building / residence (which is 14 +-feet) for the property that is commonly known as 9682 Orr Lane, Winnebago, IL 61088, in Winnebago Township, District 1, to be laid over, ZBA: Denial (2-5), ZC: TBD, LESA: NA, LRMP 2030 Map: NA.

2. Z-03-26 A map amendment to rezone 1.83 +- acres from the RA, Rural Agricultural Residential District (a sub-district of the RA District) to the AG, Agricultural Priority District for the property that is commonly known as 3592 Westfield Road, Winnebago, IL 61088 in Winnebago Township, District 1, to be laid over, ZBA: Approval (7-0), ZC: TBD, LESA: NA, LRMP 2030 Map: YES.
3. V-06-26 A variation of the SR, Scenic Road Overlay District, Section 11.3.3 A., to allow a reduced front yard setback of 42 feet instead of the required 100 feet for the purpose of expanding and renovating an existing vacated structure into a single-family home for the property that is commonly known as 7755 S. Main Street, Rockford, IL 61102 in Rockford Township, District 9, to be laid over, ZBA: Approval w/conditions (6-1), ZC: TBD, LESA: NA, LRMP 2030 Map: NA.

C. Economic Development Committee ..... **John Sweeney, Committee Chairman**

1. Committee Report
2. Resolution Granting Authority to the Winnebago County Board Chairman to Execute the Documents Necessary to Complete a Loan for \$65,000 from the Revolving Loan Fund to Weyrauch Holdings LLC

D. Operations and Administrative Committee ..... **Paul Arena, Committee Chairman**

1. Committee Report
2. Resolution to Approve the Purchase of Poll Books for Elections

E. Public Works Committee..... **Dave Tassoni, Committee Chairman**

1. Committee Report
2. (26-028) Resolution Authorizing an Agreement with Adesta LLC for Locating Services of Underground Facilities Related to Traffic Signals  
Cost: Estimated \$12,000-\$15,000/2 years                      C.B. District: County Wide
3. (26-029) Resolution Authorizing the Purchase of Two Plow/Dump Truck Chassis  
Cost: \$269,636 (Not to exceed)                                      C.B. District: County Wide
4. (26-030) Resolution Authorizing the Award of Bid for Pecatonica Road Resurfacing (Section 26-00000-04-GM)  
Cost: \$1,031,184.66    C.B. District: 1
5. (26-031) Resolution Authorizing an Engineering Services Agreement with Willett Hofmann & Associates, Inc. to Extend the County's Water System Along Harrisville Road (Section 26-00757-00-MS)  
Cost: \$43,100 (not to exceed)    C.B. District: 11
6. (26-032) Resolution Authorizing an Engineering Services Agreement with Willett Hofmann & Associates, Inc. for Improvements to the Well Building on Baxter Road for the County Water District (Section 26-00758-00-MS)  
Cost: \$42,100 (not to exceed)    C.B. District: 11
7. (26-033) Resolution Authorizing an Agreement with the Illinois Environmental Protection Agency for Financial Assistance Through Section 319 of the Federal Clean

Water Act for Preparation of a Watershed-Based Improvement Plan within the North Fork Kent Creek Watershed (Section 26-00755-00-DR)

Cost: \$ 80,000 County (\$16,080 cash, rest in-kind services)

\$120,000 IEPA Grant

C.B. District: 1, 5, 13, 14, 18, 19

- 8. (26-034) Resolution Authorizing a Professional Services Agreement with A3 Environmental Consultants for Preparation of a Watershed-Based Improvement Plan Within the North Fork Kent Creek Watershed (Section 26-00755-00-DR)

Cost: \$ 16,080 County

C.B. District: 1, 5, 13, 14, 18, 19

\$120,000 IEPA Grant

- 9. (26-035) Resolution Authorizing an Agreement with Region 1 Planning Council to Accept Award of Funds for Improvements to the Latham/Ralston Corridor Under the Surface Transportation Block Grant Program (Section 25-00747-00-WR)

Cost: \$3,462,908 County

C.B. District: 5, 6

\$4,037,092 Fed (STBG)

- 10. (26-036) Resolution Authorizing an Agreement with Region 1 Planning Council to Accept Award of Funds for a Shared Use Path on Roscoe Road Under the Transportation Alternative Program (Section 26-00759-00-BT)

Cost: \$ 428,934 County

C.B. District: 3

\$1,271,066 Fed (TAP)

- 11. (26-037) Resolution Authorizing an Agreement with Region 1 Planning Council to Accept Award of Funds for Improvements to the Olde Creek/Bell School Intersection Under the Carbon Reduction Program (Section 26-00760-00-RD)

Cost: \$ 610,000 County

C.B. District: 8

\$1,290,000 Fed (CRP)

F. Public Safety and Judiciary Committee.....**Brad Lindmark, Committee Chairman**

- 1. Committee Report

- 2. Resolution Authorizing Participation as a Member in the Illinois Emergency Management Mutual Aid System Response Pursuant to an Intergovernmental Agreement for the Establishment of a Mutual Aid Intergovernmental Service Agreement

- 3. Resolution Authorizing the Winnebago County Board Chairman to Execute an Amendment to Lease Agreement by and between Harlem Township and the County of Winnebago, Illinois

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

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

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

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

**Next Meeting: Thursday, July 23, 2026**

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

# **Approval of Minutes**

**REGULAR ADJOURNED MEETING  
WINNEBAGO COUNTY BOARD  
MAY 28, 2026**

1. Chairman Chiarelli Called to Order the Regular Adjourned Meeting of the Winnebago County Board for Thursday, May 28, 2026 at 6:00 p.m.
2. Board Member Fellars gave the invocation and led the Pledge of Allegiance.
3. Agenda Announcements: None
4. Roll Call: 19 Present. 1 Absent. (Board Members Arena, Booker, Butitta, De La Trinidad, Fellars, Gabel, Goral, Hanserd, Hoffman, Lindmark, McCarthy, Nabors, Scrol, Sweeney, Tassoni, Dr. M. Thompson, R. Thompson, Valdez, and Webster. (Board Member Penney was absent.)

Dr. M. Thompson requested a moment of silence to recognize and remember those who sacrificed their lives for our freedom.

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

5. Awards- None

Presentations- None

Public Hearings - None

Public Participation - Chris Owens, Pilot Energy solar farm installation location, Con

Nancy Edwardsen, Creating a Winnebago County Veterinary School, Pro

**APPROVAL OF MINUTES**

6. Chairman Chiarelli entertained a motion to approve the Minutes. Board Member Booker made a motion to approve County Board Minutes of April 23, 2026 and layover County Board Minutes of May 14, 2026, seconded by Board Member R. Thompson. Motion was approved by a unanimous vote of all members present. (Board Member Penney was absent.)

**CONSENT AGENDA**

7. Chairman Chiarelli entertained a motion to approve the Consent Agenda for May 28, 2026. Board Member Valdez made a motion to approve the Consent Agenda which includes the Raffle

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

### APPOINTMENTS

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

**A. Veteran's Assistance Commission: Annual Compensation: None**

Board Member Valdez made a motion to suspend the rules on Item 1. (as listed below), seconded by Board Member Sweeney. Motion to suspend was approved by a unanimous vote of all members present. (Board Member Penney was absent.) Board Member Valdez made a motion to approve the appointment, seconded by Board Member Sweeney. Motion was approved by a unanimous vote of all members present. (Board Member Penney was absent.)

1. Aaron Booker (New Appointment), Pecatonica, Illinois to serve in place of former County Board Member Keith McDonald

### REPORTS FROM STANDING COMMITTEES

#### FINANCE COMMITTEE

9. Board Member Butitta read in for the first reading of an Ordinance for a Budget Amendment for Cameras and Access Card Readers to be Laid Over.
10. Board Member Butitta read in for the first reading of a Resolution Setting the Salaries of Certain County Elected Officials. Board Member Butitta made a motion to suspend the rules, seconded by Board Member Valdez. Motion to suspend was approved by a unanimous vote of all members present. (Board Member Penney was absent.) Board Member Butitta made a motion to approve the Resolution, seconded by Board Member Arena. Discussion by Board Member Butitta. Board Member Fellars made a motion to amend the Resolution, seconded by Board Member Hanserd. Discussion by Chief of the Civil Bureau Reuter and Board Members Fellars, R. Thompson, Arena, Lindmark, and Goral. Motion to amend was approved by a roll call vote of 15 yes and 4 no votes. (Board Members Lindmark, McCarthy, Scrol, and Sweeney voted no.) (Board Member Penney was absent.) Board Member Butitta made a motion to approve the amended Resolution, seconded by Board Member Valdez. Discussion by Board Member Tassoni. Motion was approved by a voice vote. (Board Members Lindmark, McCarthy, Scrol, and Sweeney voted no.) (Board Member Penney was absent.)
11. Board Member Butitta read in for the first reading of an Ordinance for a Budget Amendment for Public Safety Building Roof Replacement 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 Penney was absent.) Board Member Butitta made a motion to approve the Ordinance, seconded by Board Member

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

### **ZONING COMMITTEE**

12. Board Member Webster read in for the first reading of SU-02-26 A Special Use Permit for a Ground-Mounted Solar Energy System in the Front Yard (that is Proposed at 7 Feet 6 Inches, Exceeding the Maximum Height of 3 Feet) in the AG, Agricultural Priority District for the property that is commonly known as 5307 N. Main Street, Rockford, IL 61103 in Owen Township to be laid over, ZBA: Approval w/Conditions (6-1), ZC: TBD LESA: NA, LRMP 2030 Map: NA
13. Board Member Webster read in for the first reading of an Ordinance Granting Site Approval for a MW Commercial Solar Energy Facility (aka a Solar Farm) on a 27.58 +- Acre Site Commonly Known as 6141 Kilburn Avenue (PIN: 07-31-426-013), Rockford, IL 61101 in Owen Township, District 5 to be laid, ZBA: Denial (0-7), ZC: TBD, LESA: NA, LRMP 2030 Map: NO
14. Ordinance to Adopt the 2024 Edition of the International Building Code to be laid over, ZC: TBD
15. Ordinance to Adopt the 2024 Edition of the International Mechanical Code to be laid over, ZC: TBD
16. Ordinance to Adopt the 2024 Edition of the Illinois State Plumbing Code to be laid over, ZC: TBD
17. Ordinance to Adopt the 2024 Edition of the International Residential Code to be laid over, ZC: TBD
18. Ordinance to Adopt the 2024 Edition of the International Property Maintenance Code to be laid over, ZC: TBD
19. Ordinance to Adopt the 2024 Edition of the International Fuel Gas Code to be laid over, ZC: TBD

### **ECONOMIC DEVELOPMENT COMMITTEE**

20. No Report.

### **OPERATIONS & ADMINISTRATIVE COMMITTEE**

21. No Report.

### **PUBLIC WORKS COMMITTEE**

22. Board Member Tassoni made a motion to approve (26-025) Resolution Authorizing a Joint Funding Agreement with the State of Illinois for the Perryville Path Extension and for Appropriating the Local Funds (Section 23-00717-00-BT), seconded by Board Member McCarthy. Discussion by Board Member Tassoni. Motion was approved by a unanimous vote of all members present. (Board Member Penney was absent.)
23. Board Member Tassoni made a motion to approve (26-026) Resolution Awarding Quotes for Supplying Electricity for Street Lighting and Traffic Signals (Rates to be locked in on May 29<sup>th</sup> after County Board approval), seconded by Board Member Webster. Discussion by Board Member Tassoni. Board Member Tassoni made a motion to amend, seconded by Board Member McCarthy. Motion to amend was approved by a unanimous vote of all members present. (Board Member Penney was absent.) Board Member Tassoni moved to approve the amended Resolution, seconded by Board Member R. Thompson. Motion was approved by a unanimous vote of all members present. (Board Member Penney was absent.)
24. Board Member Tassoni made a motion to approve (26-027) Resolution Authorizing the Award of Bid for Concrete Pavement Joint Sealing and Repairs (Section: 26-00000-05-GM), seconded by Board Member Webster. Discussion by Board Member Tassoni. Motion was approved by a unanimous vote of all members present. (Board Member Penney was absent.)

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

25. Board Member Lindmark made a motion to approve a Resolution Authorizing the Execution of an Intergovernmental Agreement Between the County of Winnebago, Illinois and the Illinois Department of Children and Family Services (DCFS), seconded by Board Member Goral. Discussion by Board Member Lindmark. Motion was approved by a unanimous vote of all Members present. (Board Member Penney was absent.)
26. Board Member Lindmark made a motion to approve a Resolution Authorizing the Winnebago County Chairman to Request a Modification to the Intergovernmental Agreement for the Operation and Funding of the Winnebago County Emergency Telephone System, seconded by Board Member Goral. Motion was approved by voice vote. (Board Member Scrol voted no.) (Board Member Penney was absent.)

#### **UNFINISHED BUSINESS**

27. **Operations and Administrative Committee**
  - A. Board Member Arena made a motion to approve an Ordinance Amending Chapter 62, Article VI, Division 3 [Leaves of Absence] of the Winnebago County Code of Ordinances Laid Over from May 14, 2026 Meeting, seconded by Board Member Hanserd. Motion was approved by a unanimous vote of all members present. (Board Member Penney was absent.)

#### **NEW BUSINESS**

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

Board Member Webster spoke of an update of codes and their adoption.

Board Member Fellars invites all to join on June 6<sup>th</sup> to celebrate Rockford Pride.

Chief of staff Elyea reminded all to take a flag.

### ANNOUNCEMENTS & COMMUNICATION

29. County Clerk Gummow submitted the Items Listed Below as Correspondence which were "Placed on File" by Chairman Chiarelli:
1. County Clerk Gummow received from Theresa Grennan, Winnebago County Treasurer the following:
    - a. Investment Report - as of May 1, 2026
    - b. Winnebago County Treasurer Bank Balances – April, 2026
    - c. Collateralization Report – as of April 31, 2026
  2. County Clerk Gummow received from Charter Communications Quarterly Franchise Fee Payment for the following:
    - a. Town of Roscoe
    - b. Town of Rockton, IL
    - c. Town of Rockton, IL, Harlem, IL Township of Winnebago Co.

Board Member Butitta gave an update on the recreational path along Riverside from Perryville to the Sportscore. Discussion by Board Member Tassoni.

Board Member McCarthy reminded all to enjoy the last days of May.

### ADJOURNMENT

30. Chairman Chiarelli 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 Member Penney was absent.) Motion was approved by a unanimous vote of all members present. The meeting was adjourned at 6:42 p.m.

Respectfully submitted,



Lori Gummow  
County Clerk

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**REGULAR ADJOURNED MEETING  
WINNEBAGO COUNTY BOARD  
JUNE 11, 2026**

1. Chairman Chiarelli Called to Order the Regular Adjourned Meeting of the Winnebago County Board for Thursday, June 11, 2026 at 6:00 p.m.
2. Board Member Gabel gave the invocation and led the Pledge of Allegiance.
3. Agenda Announcements: None
4. Roll Call: 13 Present. 7 Absent. (Board Members Arena, Butitta, Fellars, Gabel, Hanserd, Nabors, Penney, Sweeney, Tassoni, Dr. M. Thompson, R. Thompson, Valdez, and Webster. (Board Members Booker, De La Trinidad, Goral, Hoffman, Lindmark, McCarthy, and Scrol were absent.)

Chairman Chiarelli announced the passing of former Board Member Redd's husband Curtis Redd and asked for a moment of silence.

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

5. Awards- None

Presentations- None

Public Hearings - None

Public Participation - Kari Humphrey, TIF District S. Rockford/Data Center, Con

Jim Accurso, Disaster Loan Program/Winnebago County residents to be eligible, Pro

Patti Bremer, Data Center/Water Rights, Con. Discussion by Board Members Webster and Penney and Chairman Chiarelli.

Board Member Lindmark arrived at 6:15 p.m.

**APPROVAL OF MINUTES**

6. Chairman Chiarelli entertained a motion to approve the Minutes. Board Member Webster made a motion to approve County Board Minutes of May 14, 2026, seconded by Board Member R. Thompson. Motion was approved by a unanimous vote of all members present. (Board Members Booker, De La Trinidad, Goral, Hoffman, Lindmark, McCarthy, and Scrol were absent.)

## CONSENT AGENDA

7. Chairman Chiarelli entertained a motion to approve the Consent Agenda for June 11, 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 Dr. m. Thompson. Motion was approved by a unanimous vote of all members present. (Board Members Booker, De La Trinidad, Goral, Hoffman, Lindmark, McCarthy, and Scrol were absent.)

## APPOINTMENTS

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

Board Member Hanserd made a motion to suspend the rules on Reappointments the (as listed below), seconded by Board Member Sweeney. Motion to suspend the rules was approved by a roll call vote of 8 yes and 6 no votes. (Board Members Arena, Butitta, Gabel, Lindmark, R. Thompson, and Webster voted no.) (Board Members Booker, De La Trinidad, Goral, Hoffman, McCarthy, and Scrol were absent.) Board Member Hanserd made a motion to approve the Reappointments (as listed below), seconded by Board Member Sweeney. Discussion by Board Members Valdez and Arena, Sweeney, Butitta, Penney and Nabors. Motion was approved by a roll call vote of 9 yes and 5 no votes. (Board Members Arena, Butitta, Gabel, Lindmark, and Webster voted no.) (Board Members Booker, De La Trinidad, Goral, Hoffman, McCarthy, and Scrol were absent.)

**A. Winnebago County Mental Health Board: Annual Compensation: None**

1. Mary Ann Abate (Reappointment), Rockford, Illinois, to serve a 4-year term expiring January 2028
2. Tim Nabors (Reappointment), Rockford, Illinois, to serve a 4-year term expiring January 2030
3. Richard Kunnert (Reappointment), Rockford, Illinois, to serve a 4-year term expiring January 2030
4. Dr. Terry Giardini (Reappointment), Caledonia, Illinois, to service a 4-year term expiring January 2027
5. Dr. Bill Gorski (Reappointment), Rockford, Illinois, to serve a 4-year term expiring January 2030
6. Rev. Dr. K. Edward Copeland (Reappointment), Rockford, Illinois, to serve a 4-year term expiring January 2028
7. Mohammad Yunus (Reappointment), Machesney Park, Illinois, to serve a 4-year term expiring January 2028

## REPORTS FROM STANDING COMMITTEES

## FINANCE COMMITTEE

9. Board Member Butitta read in for the first reading of an Ordinance for a Budget Amendment for America 250 Celebration Awards to be Laid Over. Board Member Butitta made a motion to suspend the rules, seconded by Board Member Valdez. Motion to suspend was approved by a unanimous vote of all members present. (Board Members Booker, De La Trinidad, Goral, Hoffman, McCarthy, and Scrol were absent.) Board Member Butitta moved to approve the Ordinance, seconded by Board Member Valdez. Discussion by Board Member Butitta. Motion was approved by a unanimous vote of all members present. (Board Members Booker, De La Trinidad, Goral, Hoffman, McCarthy, and Scrol were absent.)
10. Board Member Butitta read in for the first reading of an Ordinance for a Budget Amendment for Settlement of Labor Grievances filed by AFSCME Local 473 with the Winnebago County Sheriff's Office to be Laid Over. Board Member Butitta made a motion to suspend the rules, seconded by Board Member Penney. Motion to suspend was approved by a unanimous vote of all members present. (Board Members Booker, De La Trinidad, Goral, Hoffman, McCarthy, and Scrol were absent.) Board Member Butitta made a motion to approve the Ordinance, seconded by Board Member Penney. Motion was approved by a unanimous vote of all members present. (Board Members Booker, De La Trinidad, Goral, Hoffman, McCarthy, and Scrol were absent.)

## ZONING COMMITTEE

11. Please see under Unfinished Business.

## ECONOMIC DEVELOPMENT COMMITTEE

12. Board Member Sweeney made a motion to approve a Resolution Granting Authority to the Winnebago County Board to Execute the Documents Necessary to Complete a Loan for \$50,000 from the Revolving Loan Fund to Halal Foods America, Inc. Doing Business as International Halal Market, seconded by Board Member Nabors. Motion was approved by a unanimous vote of all members present. (Board Members Booker, De La Trinidad, Goral, Hoffman, McCarthy, and Scrol were absent.)

## OPERATIONS & ADMINISTRATIVE COMMITTEE

13. Board Member Arena made a motion to approve a Resolution Authorizing the Winnebago County Board Chairman to Execute a Contract for Transportation Services by and between the County of Winnebago, Illinois and Reagan Mass Transit District for FY-2027, seconded by Board Member Nabors. Motion was approved by a unanimous vote of all members present. (Board Members Booker, De La Trinidad, Goral, Hoffman, McCarthy, and Scrol were absent.)
14. Board Member Arena made a motion to approve a Resolution Authorizing the Winnebago County Board Chairman to Execute a Memorandum of Understanding for Rural Winnebago County Public Transportation (Program Compliance Oversight Monitor-PCOM) by and between the County of Winnebago, Illinois and Reagan Mass Transit District for FY-2027, seconded by Board Member Penney. Motion was approved by a unanimous vote of all members present. (Board Members Booker, De La Trinidad, Goral, Hoffman, McCarthy, and Scrol were absent.)

15. Board Member Arena made a motion to approve a Resolution Authorizing the Countywide Elevator Maintenance Contract, seconded by Board Member Penney. Discussion by Board Member Penney. Motion was approved by a unanimous vote of all members present. (Board Members Booker, De La Trinidad, Goral, Hoffman, McCarthy, and Scrol were absent.)

### PUBLIC WORKS COMMITTEE

16. Board Member Tassoni announced the next Public Works Committee is scheduled for next Tuesday at 5 p.m.

### PUBLIC SAFETY AND JUDICIARY COMMITTEE

17. Board Member Lindmark announced the next Public Safety and Judiciary Committee will meet Monday, June 15<sup>th</sup>.

### UNFINISHED BUSINESS

18. **Appointments read in on May 14, 2026**

Chairman Chiarelli entertained a motion to approve the Appointments A. & B. (as listed below). Board Member Hanserd made a motion to approve the Appointments, seconded by Dr. M. Thompson. Motion was approved by a unanimous vote of all members present. (Board Members Booker, De La Trinidad, Goral, Hoffman, McCarthy, and Scrol were absent.)

**A. North Park Public Water District: Annual Compensation: \$1,200**

1. Keli Freedlund (Reappointment), Rockton, Illinois, to serve a 5-year term expiring May 2031
2. Josh Aurand (Reappointment), Machesney Park, Illinois, to serve a 5-year term expiring May 2031
3. Brett Hrubby (Reappointment), Rockton, Illinois, to serve a 5-year term expiring May 2031

**B. North Park Fire Protection District: Annual Compensation: \$1,500**

1. Tim Gentry (New Appointment), Machesney Park, Illinois, to serve the remainder of a 3-year term (Craig Larson) expiring November 2028

**Zoning Committee**

1. Board Member Webster made a motion to approve SU-02-26 A Special Use Permit for a Ground-Mounted Solar Energy System in the Front Yard (that is Proposed at 7 Feet 6 Inches, Exceeding the Maximum Height of 3 Feet) in the AG, Agricultural Priority District for the property that is commonly known as 5307 N. Main Street, Rockford, IL 61103 in Owen Township, Laid Over from

May 28, 2026 Meeting, ZBA: Approval w/Conditions (6-1), ZC: Approval w/Conditions (7-0), LESA: NA, LRMP 2030 Map: NA, seconded by Board Member Penney. Motion was approved by a unanimous vote of all members present. (Board Members Booker, De La Trinidad, Goral, Hoffman, McCarthy, and Scrol were absent.)

2. Board Member Webster made a motion to approve an Ordinance Granting Site Approval for a 5 MW Commercial Solar Energy Facility (aka a Solar Farm) on a 27.58 +/- Acre Site Commonly Known as 6141 Kilburn Avenue (PIN: 07-31-426-013), Rockford, IL 61101 in Owen Township, District 5, Laid Over from May 28, 2026 Meeting, ZBA: Denial (0-7), ZC: Denial (0-7), LESA: NA, LRMP 2030 Map: NO, seconded by Board Member Tassoni. Discussion by Board Members Tassoni and Arena. Motion failed by a roll call vote of 14 no votes. (Board Members Booker, De La Trinidad, Goral, Hoffman, McCarthy, and Scrol were absent.)

### NEW BUSINESS

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

Board Member Lindmark would like more transparency regarding the Mental Health Board.

### ANNOUNCEMENTS & COMMUNICATION

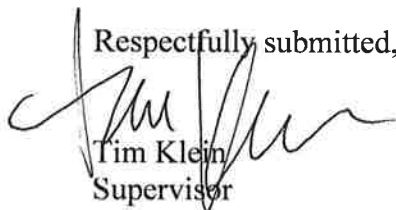
20. Supervisor Klein submitted the Items Listed Below as Correspondence which were "Placed on File" by Chairman Chiarelli:
  - A. Supervisor Klein received a Monthly Report from the Winnebago County Clerk and Winnebago County Recorder's Office for May, 2026.

Chairman Chiarelli spoke of a trip to Tulsa Oklahoma for the National Association of Regional Councils and announced he is a Board of Director for the board. Discussion by Board Member Sweeney.

### ADJOURNMENT

21. Chairman Chiarelli entertained a motion to adjourn. County Board Member Dr. M. Thompson moved to adjourn the meeting, seconded by Board Member Webster. Motion was approved by a voice vote. (Board Members Booker, De La Trinidad, Goral, Hoffman, McCarthy, and Scrol were absent.) The meeting was adjourned at 6:58 p.m.

Respectfully submitted,



Tim Klein  
Supervisor

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# **Consent Agenda**

## RAFFLE APPLICATION REPORT

Presently the County Clerk's office has Raffle Applications submitted by  
**(6) different organizations for (6) 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 **General License**

LICENSE #	# OF RAFFLES	NAME OF ORGANIZATION	LICENSE DATES	AMOUNT
1092	1	ST. STANISLAUS KOSTKA CHURCH	8/16/2026	\$ 3,000.00
1093	1	BARBARAOLSON CENTER OF HOPE	07/01/26-10/22/2026	\$ 5,000.00
1094	1	SAINT PATRICK CHURCH	07/01/2026-08/30/2026	\$ 4,500.00
1095	1	SHIRLAND VOLUNTEER FIREMAN'S AUXILARY	06/26/2026-07/04/2026	\$ 1,000.00
1096	1	NORTHERN ILLINOIS BPA FOUNDATION	06/27/20-10/10/2026	\$ 100,000.00

### The Following Have Requested a **Progressive Raffle License**

LICENSE #	# OF RAFFLES	NAME OF ORGANIZATION	LICENSE DATES	AMOUNT
1091	1	ROTARY CLUB OF LOVES PARK	07/01/2026-9/29/2026	\$ 1,300.00

### The Following Have Requested a **Poker Run License**

LICENSE #	# OF RAFFLES	NAME OF ORGANIZATION	LICENSE DATES	AMOUNT

This concludes my report,

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

LORI GUMMOW  
 Winnebago County Clerk

Date 6/25/2026 \_\_\_\_\_

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	\$	781,107
101	PUBLIC SAFETY TAX	\$	438,313
103	DOCUMENT STORAGE FUND	\$	28,145
105	VITAL RECORDS FEE FUND	\$	84
106	RECORDERS DOCUMENT FEE FUND	\$	11,917
107	COURT AUTOMATION FUND	\$	643
109	VICTIM IMPACT PANEL FEE	\$	800
111	CHILDREN'S WAITING ROOM FUND	\$	8,967
114	911 OPERATIONS FUND	\$	116,613
115	PROBATION SERVICE FUND	\$	10,862
116	HOST FEE FUND	\$	50,000
123	STATE DRUG FORFEITURE ST ATTY	\$	5,514
126	LAW LIBRARY	\$	34
129	COUNTY AUTOMATION FUND	\$	6,017
131	DETENTION HOME	\$	144,150
155	MEMORIAL HALL	\$	949
156	CIRCUIT CLERK ELECTRONIC CITATION	\$	11,092
158	CHILD ADVOCACY PROJECT	\$	1,217
161	COUNTY HIGHWAY	\$	61,237
162	COUNTY BRIDGE FUND	\$	179,298
164	MOTOR FUEL TAX FUND	\$	152,767
165	TOWNSHIP HIGHWAY FUND	\$	33,538
168	TOWNSHIP BRIDGE	\$	3,977
181	VETERANS ASSISTANCE FUND	\$	42,153
185	HEALTH INSURANCE	\$	174,580
194	TORT JUDGMENT & LIABILITY	\$	36,224
196	MENTAL HEALTH TAX FUND	\$	1,109,248
301	HEALTH GRANTS	\$	97,723
302	SHERIFF'S DEPT GRANTS	\$	93,116
304	PROBATION GRANTS	\$	86,573
309	CIRCUIT COURT GRANT FUND	\$	40,965
315	OPIOID SETTLEMENT FUND	\$	47
401	RIVER BLUFF NURSING HOME	\$	250,575
410	ANIMAL SERVICES	\$	33,424
420	555 N COURT OPERATIONS FUND	\$	1,319
430	WATER FUND	\$	5,567
501	INTERNAL SERVICES	\$	5,219
743	CAPITAL PROJECTS FUND	\$	1,596,338
751	POLICE TRAINING CENTER PROJECT	\$	9,554
752	2024 COURT AND CASE PROJECT FUND	\$	630,000
	TOTAL THIS REPORT	\$	<u>6,259,866</u>

The adoption of this report is hereby recommended:

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

ADOPTED: This 25th day of June 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**

# **Zoning Committee**

# **Economic Development Committee**



# Resolution Executive Summary

**Committee Date:** Monday, June 22, 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 \$65,000 From The Revolving Loan Fund To Weyrauch Holdings LLC

**County Code:** 5 ILCS 220/1 et seq., IGA 2014-CR-122 (original) & IGA Update 2016-CR-013

**Board Meeting Date:** Thursday, June 25, 2026

**Budget Information:**

<b>Was item budgeted?</b> Yes	<b>Appropriation Amount:</b> \$65,000
<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:**

Weyrauch Holdings LLC (Weyrauch), Daniel P. Weyrauch is a dentist office looking to purchase and move his operation from 1075 Featherstone Road to 1107 South Mulford Road. In doing so, lease payments will transfer to ownership payments and decrease operating cost by ~\$4,470 per month. The move into 1107 S. Mulford Rd. would be into a retiring dentist office, so the existing use would not require significant alterations. Dainel has 38 yers of professional experience, of which 34 years in his private practice. Weyrauch is requesting \$65,000 at 7.0% interest rate for 7 years amortized over 20 years from the Winnebago County Revolving Loan Fund to assist with operating capital. The County's investment is 8% of the project and helps create 2 Full-Time Equivalent (FTE) positions. The County's investment per position is \$32,500.

**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 \_\_\_\_\_**

---

**RESOLUTION GRANTING AUTHORITY TO THE WINNEBAGO COUNTY BOARD  
CHAIRMAN TO EXECUTE THE DOCUMENTS NECESSARY TO COMPLETE A  
LOAN FOR \$65,000 FROM THE REVOLVING LOAN FUND TO WEYRAUCH  
HOLDINGS LLC**

---

**WHEREAS**, Daniel Weyrauch, DDS, is the President (100%) of Weyrauch Holdings LLC (Weyrauch), and a licensed dentist with thirty-eight (38) years of professional experience in Rockford and is seeking to move his operations to 1107 South Mulford Road, Rockford, Illinois; and

**WHEREAS**, Weyrauch are requesting sixty-five thousand dollars (\$65,000.00) from the County's Revolving Loan Fund to assist with the purchase of 1107 South Mulford Road, Rockford, Illinois and some improvements to the property; and

**WHEREAS**, it is expected that this loan will assist in the creation of two (2) additional full-time equivalent employees over the next two (2) years and increasing employment to nine and a half (9.5) total employees; and

**WHEREAS**, Weyrauch is seeking a loan to assist with the purchase of 1107 South Mulford Road, Rockford, Illinois and some improvements to the property, as recommended by the staff of Rockford Local Development Corporation (RLDC), sixty-five thousand dollars (\$65,000.00), to be paid back over seven (7) years, amortized over twenty (20) years at seven percent (7.0%) from the County of Winnebago's Revolving Loan Fund to Weyrauch, secured by a third mortgage on the subject property as well as a personal guaranty from Dr. Daniel Weyrauch and corporate guaranty from Daniel P. Weyrauch, DDS, LTD.

**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 sixty-five thousand dollars (\$65,000.00), to be paid back over seven (7) years, amortized over twenty (20) years at seven percent (7.0%) from the County of Winnebago's Revolving Loan Fund to Weyrauch Holdings LLC (Weyrauch), secured by a third mortgage on the subject property located at 1107 South Mulford Road, Rockford, Illinois, as well as a personal guaranty from Dr. Daniel Weyrauch and corporate guaranty from Daniel P. Weyrauch, DDS, LTD.

**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**

---

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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MATTHEW GABEL

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MATTHEW GABEL

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BRAD LINDMARK

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BRAD LINDMARK

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JOHN PENNEY

---

JOHN PENNEY

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

**Revolving Loan Fund**  
**Loan Summary for:**  
Weyrauch Holdings LLC (Weyrauch)

<b><u>Applicant:</u></b> Weyrauch Holdings LLC (Weyrauch)	<b><u>P.I.N.:</u></b> 12-22-103-009
<b><u>Location Address:</u></b>  <u><b>CURRENT:</b></u> 1075 Featherstone Road, Suite 40 Rockford, IL 61107	<b><u>Principal / Officer (%):</u></b> Daniel P. Weyrauch, President (100%)
<u><b>MOVING TO:</b></u> 1107 South Mulford Road Rockford, IL 61108	<b><u>Website:</u></b> <a href="https://www.weyrauchdental.com/">https://www.weyrauchdental.com/</a>
<b><u>Jurisdiction:</u></b> City of Rockford	<b><u>County Board District #:</u></b> 11
<b><u>Type of Business:</u></b> <input type="checkbox"/> New (Start-up)	<input checked="" type="checkbox"/> Expansion (Existing)
<b><u>Industry:</u></b> Dentistry	

<u>Requested County Revolving Loan Fund:</u>	<u>Employees:</u>	Current	Projected Additional (Growth)
<b>Investment(s)</b>	<b>Full-Time Equivalent (FTE):</b>	7.5	2
<b>Owner:</b> \$ 64,500.00			
<b>County:</b> \$ 65,000.00			
<b>RLDC / Advantage IL</b> \$ 200,000.00			
<b>Union Saving Bank</b> \$ 326,500.00	<b>Part Time:</b>	0	
<b>Total Project Investment:</b> \$ 656,000.00	<i>Within the first 2 years of business operating, from the opening.</i>		
<b>Total Project Investment:</b> \$ 656,000.00	<b>Total:</b>	9.5	
***Cost of County funds per projected job created: <b>\$32,500</b>			

**Uses of Loan Proceeds:**

- Purchase and improvement of a 2,676 sf commercial building that was formerly a dental practice. Purchase price is \$565,000 with \$91,000 of planned improvements.

**Revolving Loan Fund**  
**Loan Summary for:**  
Weyrauch Holdings LLC (Weyrauch)

**Description of Business & Project:**

Daniel P. Weyrauch is a licensed dentist practicing in Rockford, IL. He is the sole practitioner in his dental practice, Daniel P. Weyrauch, DDS, LTD. A graduate of the University of Illinois - Chicago dental school in 1988, Dr. Weyrauch has 38 years professional experience of which 34 years have been in his private practice. Dr Weyrauch currently practices from leased premises at 1075 Featherstone Road, a multi-tenant building on Rockford's far east side. His monthly net rent is \$8,767 per month. To reduce his occupancy cost and overhead, Dr. Weyrauch desires to purchase the building of Kurtis E. Wirth, DDS who recently retired. The building was reportedly constructed in 2016 and remains in excellent condition. Although move-in ready, Dr. Weyrauch plans some minor interior improvements and repaving of the parking lot. The proposed location at 1107 S. Mulford Rd. is about 1.5 miles south of its existing location. The estimated debt service cost at \$4,300 per month is about one-half his current rent payment. Additionally, he hopes to build equity in his real estate investment and sell the building along with his practice when he retires. The proposed location enjoys excellent visibility from Mulford Rd., a major north-south arterial road on Rockford's east side. The improved exposure is likely to benefit his practice relative to his existing location where he has shared signage on the building's signage which is located in an office park off a side road. Dr. Weyrauch has formed a new LLC to own the building which his practice will lease in its entirety.

**RLDC Recommendation:**

Staff recommends a \$65,000 7-year loan to be amortized over 20 years at 7.0% for the following reasons:

- 1) Weyrauch is an established dental practice owned and operated by an experienced dentist with 38 years professional experience.
- 2) The business has demonstrated operating cash flow sufficient to service proposed debt.
- 3) Purchasing this property is expected to reduce occupancy costs by nearly 50% from existing rent.
- 4) Participation in this project benefits job creation in a labor Surplus Area and redevelopment of a targeted business district, both public policy objectives.

**Revolving Loan Fund**  
**Loan Summary for:**  
Weyrauch Holdings LLC (Weyrauch)

**Other Conditions:**

- Third mortgage on subject real estate. Prior to discounting the asset per industry norm, Staff estimates a collateral coverage ratio of 0.98 which is typical for a loan of this type.
- Personal Guaranty from Dr Weyrauch and corporate Guaranty from Daniel P. Weyrauch, DDS, LTD.

**Strengths & Weaknesses**

**Strengths:**

- 1) Weyrauch is an established dental practice owned and operated by an experienced dentist with 38 years professional experience.
- 2) The business has demonstrated operating cash flow sufficient to service proposed debt.
- 3) Purchasing this property is expected to reduce occupancy costs by nearly 50% from existing rent.
- 4) Participation in this project benefits job creation in a labor Surplus Area and redevelopment of a targeted business district, both SBA public policy objectives.

**Weaknesses:**

- 1) Dr. Weyrauch reports a fair credit history evidenced by a 652 Transunion score, which reflects a dispute and oversight of a \$146 credit card balance during overseas travel. Mitigating this risk is Dr. Weyrauch's ability to satisfy obligations evidenced by his global cash flow and liquidity.

**Attachments:**


1. *Illinois Secretary of State Corporation / LLC Certificate of Good Standing*
2. *WinGIS Site Location*
3. *Tax Information*
4. *Revolving Loan Fund Summary Information*


[ilsos.gov](https://www.ilsos.gov/) (https://www.ilsos.gov/) **Official Website of the Illinois Secretary of State** [Here's how you know](#) ✓



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 **Vehicles, Plates & Titles** ✓

 **Business Services** ✓

 **More Services** ✓

# Business Entity Search

## Entity Information

**Entity Name**  
WEYRAUCH HOLDINGS LLC

**Principal Address**  
8555 GROVE HILL ROAD  
ROCKFORD,IL 611070000

**File Number**  
18054809  
**Status**  
ACTIVE on 05-11-2026

**Entity Type**  
LLC  
**Type of LLC**  
Domestic

**Org. Date/Admission Date**  
05-11-2026  
**Jurisdiction**  
IL

**Duration**  
PERPETUAL

**Annual Report**

**Filing Date**

00-00-0000

**Annual Report  
Year**

**Agent Information**

MATT HUELS

125 W BOEGER DR STE 101

ARLINGTON HEIGHTS, IL 60004-7704

**Agent Change Date**

05-11-2026

**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**



WEYRAUCH, DANIEL

8555 GROVE HILL ROAD  
ROCKFORD, IL 61107

Showing 1 to 1 of 1 entries

Previous

1

Next

English

Form **LLC-5.5**

**Illinois  
Limited Liability Company Act  
Articles of Organization**

**FILE # 18054809**

**Secretary of State Alexi Giannoulias**  
Department of Business Services Limited  
Liability Division  
www.ilsos.gov

**Filing Fee: \$150**

**Approved By: MXB**

**FILED**

**MAY 11 2026**

**Alexi Giannoulias  
Secretary of State**

1. Limited Liability Company Name: WEYRAUCH HOLDINGS LLC

2. Address of Principal Place of Business where records of the company will be kept:  
8555 GROVE HILL ROAD

ROCKFORD, IL 61107

3. The Limited Liability Company has one or more members on the filing date.

4. Registered Agent's Name and Registered Office Address:

MATT HUELS  
125 W BOEGER DR STE 101  
ARLINGTON HEIGHTS, IL 60004-7704

5. Purpose for which the Limited Liability Company is organized:

"The transaction of any or all lawful business for which Limited Liability Companies may be organized under this Act."

6. The LLC is to have perpetual existence.

7. Name and business addresses of all the managers and any member having the authority of manager:

WEYRAUCH, DANIEL  
8555 GROVE HILL ROAD  
ROCKFORD, IL 61107

8. **Name and Address of Organizer**

I affirm, under penalties of perjury, having authority to sign hereto, that these Articles of Organization are to the best of my knowledge and belief, true, correct and complete.


Dated: MAY 11, 2026


DANIEL WEYRAUCH  
8555 GROVE HILL ROAD  
ROCKFORD, IL 61107



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 **Vehicles, Plates & Titles** ✓

 **Business Services** ✓

 **More Services** ✓

# Business Entity Search

## Entity Information

**Entity Name**

DANIEL P. WEYRAUCH, DDS, LTD.

**File Number**

69025749

**Status**

ACTIVE

**Entity Type**

CORPORATION

**Type of Corp**

DOMESTIC BCA

**Incorporation Date (Domestic)**

09-10-2013

**State**

ILLINOIS

**Duration Date**

PERPETUAL

**Annual Report Filing Date**

08-15-2025

**Annual Report**

**Year**

2025

**Agent Information**

MATTHEW W HUELS

125 W BOEGER DR

ARLINGTON HEIGHTS ,IL 60004

**Agent Change Date**

10-10-2019

**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

<b>Officer</b>	<b>Name and Address</b>
President	DANIEL WEYRAUCH 1075 FEATHERSTONE RD/#40 ROCKFORD 61107
Secretary	SAME

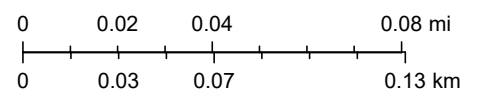
English

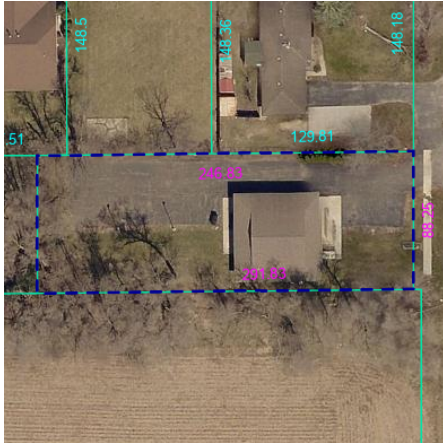
# 1107 Mulford Rd (S) (PIN:12-28-426-018)



6/12/2026

1:3,469





# 1107 S MULFORD RD

**Pin** 12-28-426-018 **Alt Pin** 172D132B

**Area (sqft)** 21328.46 **Acres** 0.4896

**Owner Name**  
KURTIS E WIRTH

**Owner Address**  
1107 SO MULFORD RD 61108 ROCKFORD IL

**Taxpayer Name**  
KURTIS E WIRTH

**Taxpayer Address**  
1107 SO MULFORD RD 61108 ROCKFORD IL

**Legal Description**  
N 88.25 FT S 1408.03 FT W 246.83 FT E 291.83 FT SE 1/4 SEC SEC: 28  
TWP: 044 RANGE: 002 ACRES: 0.50

## Property Use

Use Code	Code Description
0071	Commercial Office-Impr

## Zoning Info

ZoningDist
C1

## Township Info

Township Name	Township Assessor Name
ROCKFORD	Ken Crowley

## School District

School District	Grade School
Rockford School Dist #205	No Data

## Fair Market Values

Year	Fair Market Value	Total Tax Bill	Code
2025	414460.00	12196.20	001

## Exemptions

No exemptions found.

## Sale History

Date of Sale	Sale Type	Gross Selling Price	Document Number
12/11/2014 12:00:00 AM	WD	65000.0000	20141040269
8/30/2012 12:00:00 AM	D	0.0000	20121034859
9/8/2006 12:00:00 AM	NOTAD	109000.0000	0654965
11/1/1994 12:00:00 AM	MISC	86000.0000	9456183

## Flood Hazard Zones

Flood Zone Type	In/Out
X	OUT



# Winnebago County Treasurer

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[Treasurer Home Page](#)  
[Supervisor of Assessments](#)  
[Search Again](#)

## Parcel Tax Details for Parcel Number 12-28-426-018

[View Property via WinGIS](#)  
[View Property Sales Data, Structural Information & Building Permit History via Rockford Township Assessor](#)

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

### Tax Payment Information 2025 taxes payable in 2026

Click here to make a payment

#### Owner Address

WIRTH, KURTIS DDS  
1107 SO MULFORD RD  
ROCKFORD, IL 61108

#### Taxbill Address

WIRTH, KURTIS E DDS  
1107 SO MULFORD RD  
ROCKFORD,IL 61108

#### ----- First Installment-----

Due Date: 6/12/2026  
Amount: 6098.10  
Penalty: 0.00  
Cost: 0.00  
Total Due: 6098.10  
Paid: 6098.10 Date: 6/3/2026  
By: WIRTH, KURTIS E DDS

#### ----- Second Installment-----

Due Date: 9/11/2026  
Amount: 6098.10  
Penalty: 0.00  
Cost: 0.00  
Total Due: 6098.10  
Paid: Date:  
By:

**For Parcel Address: 1107 S MULFORD RD**

#### Tax Calculation

<b>Description</b>		<b>Amount</b>
Board of Review Assessed Value		138138
Township Equalization Factor	x	1.0000
Board of Review Equalized Value	=	138138
Home Improvement Exemption	-	0
Disabled Veteran Exemption	-	0
Department of Revenue Assessed Value	=	138138
County Multiplier	x	1.0000
Revised Equalized Value	=	138138
Senior Freeze Exemption	-	0
FAF/VAF Exemption	-	0
Owner Occupied Exemption	-	0
Over 65 Exemption	-	0
New Disabled or Veteran Exemption	-	0
Returning Veteran Exemption	-	0
Taxable Value	=	138138
Tax Rate for Tax Code 001	x	8.8290
Calculated Tax	=	\$12196.20
Non Ad Valorem -	+	\$0.00
Abatements	-	\$0.00
TOTAL TAX DUE:	=	\$12196.20
<b>Fair Market Value:</b> 414460		<b>1977 Equalized Value:</b> 11423

---

#### **Taxing Bodies and Rates**

<b>Taxing Body</b>	<b>Rate</b>	<b>Tax</b>
WINNEBAGO COUNTY	0.6300	\$870.26
FOREST PRESERVE	0.0797	\$110.10
ROCKFORD TOWNSHIP	0.0769	\$106.23
ROCKFORD CITY	1.7403	\$2404.02
ROCKFORD PARK DISTRICT	0.7573	\$1046.12
FOUR RIVERS SANITATION AUTHORITY	0.1129	\$155.96
ROCKFORD CITY LIBRARY	0.3019	\$417.04
GREATER RKFD AIRPORT	0.0751	\$103.74
ROCKFORD SCHOOL DIST 205	4.5043	\$6222.15
COMMUNITY COLLEGE 511	0.4557	\$629.49
ROCKFORD TWSP ROAD	0.0949	\$131.09

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

[Top of Page](#)

[Search Again](#)

**ROCKFORD TOWNSHIP PROPERTY INFORMATION**

Property	Aerial	Values & Exemptions	Tax Bills
----------	--------	---------------------	-----------

**Property Location****Parcel Number:**

12-28-426-018

**Property Code:**

172D132B

**Address:**

1107 S MULFORD RD  
Rockford, IL 61108

**Taxpayer:**

WIRTH KURTIS E DDS  
1107 SO MULFORD RD  
ROCKFORD, IL 61108

**Legal Description**

N 88.25 FT S 1408.03 FT W 246.83 FT E 291.83 FT  
SE 1/4 SEC SEC: 28 TWP: 044 RANGE: 002  
ACRES: 0.50

**SEC / TWP / [LOT] / RNG [BLK] / ACRES**

028          044          002          0.50

**Improvement Information****NBHD:**

45868

**Class:**

COMMERCIAL

**Land Use:**

OFFICE

**Building Name:**

DR. KURTIS E. WIRTH DDS

**Zoning:**

C1

**Year Built:**

2015

**Exterior Wall Height:**

10

**Exterior Walls:**

BRICK/STONE

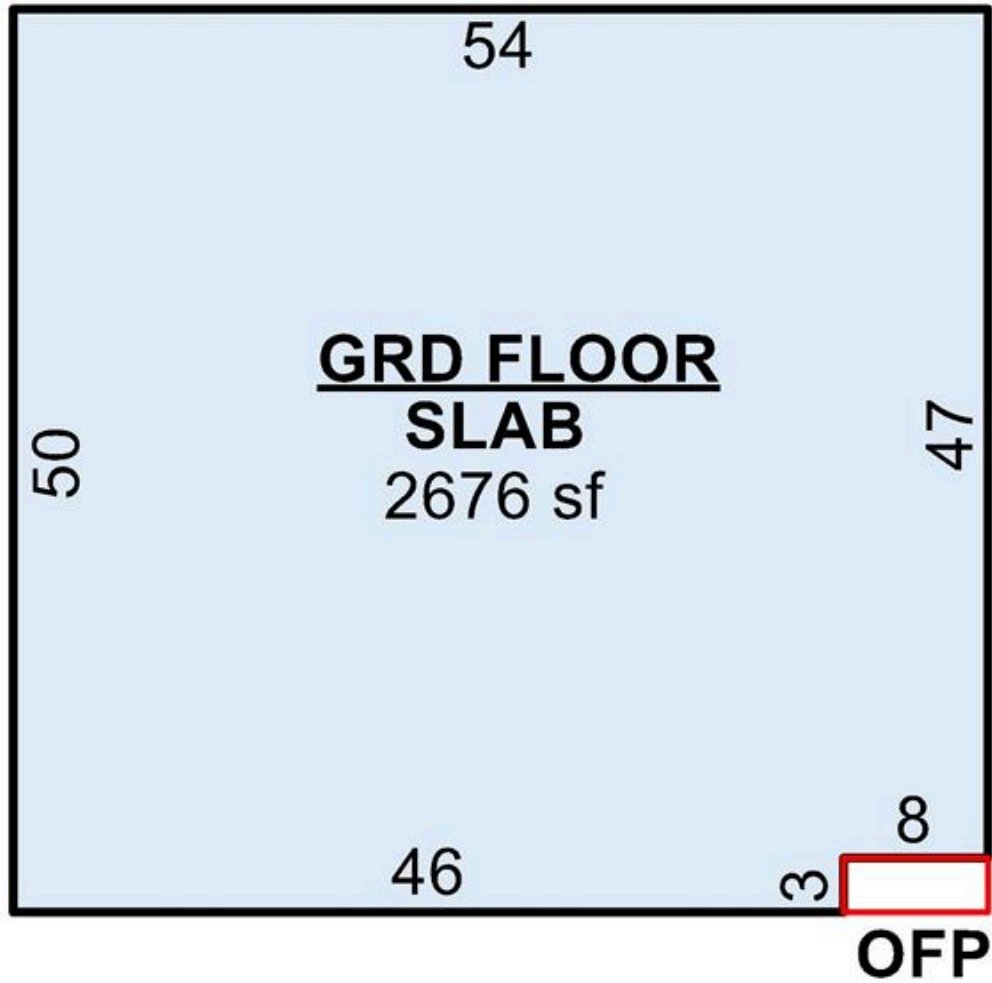
**Gross Building SF:**

2,676

**Land SF:**

21,328

**Sketch**



**Building Permits**

Pick-Up Year	BP Amount	Purpose
2016	246,842.00	NEW BLDG
2016	75,000.00	FOUNDATION
2015	6,500.00	DEMO BLDG
2015	6,000.00	RE-ROOF
1993	5,000.00	SIDING
1987	4,032.00	24X24 GARAGE

**Sales History**

Date	Type	Amount	Notes	Deleted
12/2014	LAND & BLDG	\$65,000	12-14 WD	N
10/1994	LAND & BLDG	\$86,000		N

**Notes**

LAND FACTORED FOR EXCESSIVE DEPTH; MEDICAL BLDG DONE+OCC.ON 01-04-2016; 2014 BPS (2) DONE FOR 2015; 2015 BPS (2) DONE FOR 2016;

*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.*

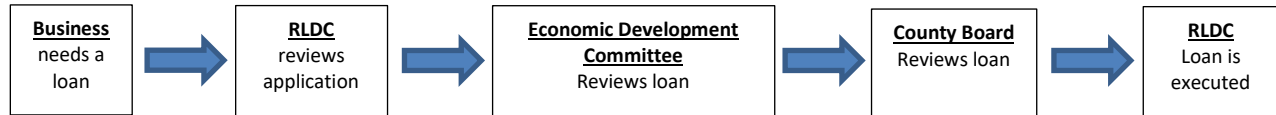
COPYRIGHT © 2017 ROCKFORD TOWNSHIP ASSESSOR'S OFFICE ALL RIGHTS RESERVED.

## 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

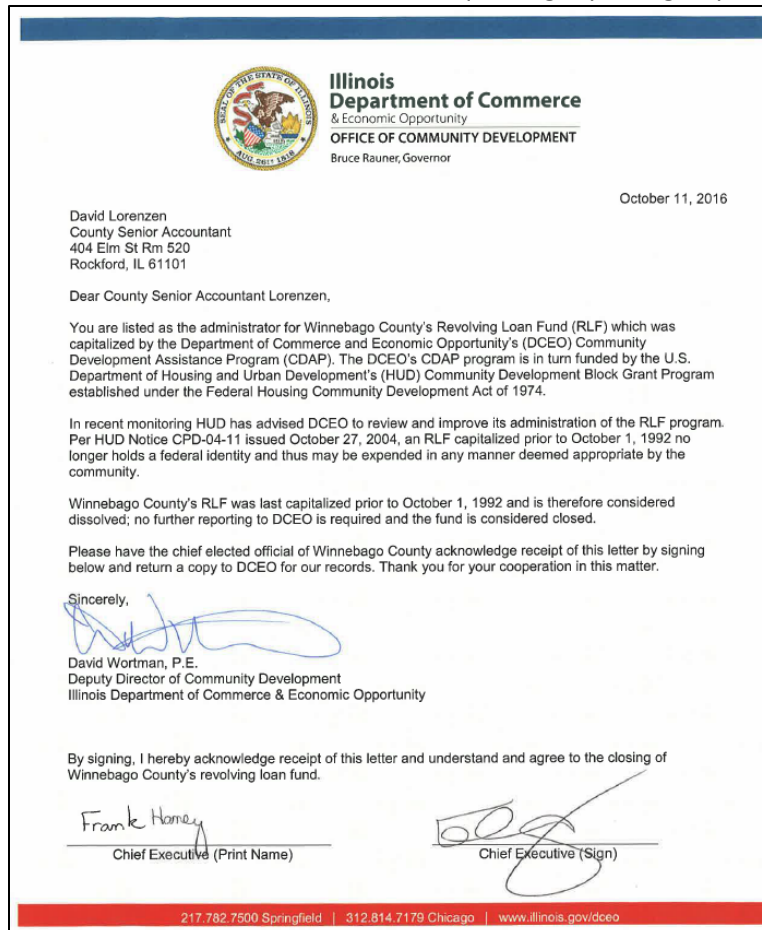
### REVOLVING LOAN FUND PROCESS IN A NUTSHELL

*(Assuming approval at each step)*



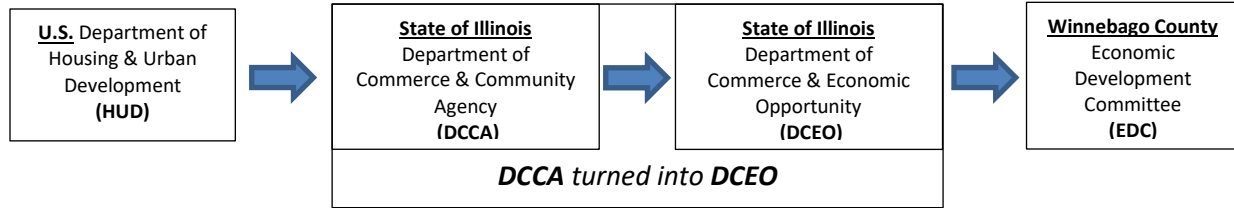
- Program is used as a **Gap Financing** tool, examples of use...
  - Land & Building
  - Equipment & Machinery
  - Working Capital

### 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

**Operations &  
Administrative  
Committee**



# Resolution Executive Summary

**Prepared By:** Winnebago County Clerk  
**Committee:** Operations & Administrative Committee  
**Committee Date:** June 22, 2026  
**Board Meeting Date:** June 25, 2026  
**Resolution Title:** Resolution to Approve the Purchase of Poll Books for Elections

<b>Was item budgeted?</b> Yes	<b>Amount Budgeted:</b> \$230,930
<b>If not, explain funding source:</b>	
<b>ORG/OBJ/Project Code:</b> 13000 - 43450	<b>Descriptor:</b> Supplies & Services: Election Expense

**Background Information:** The Winnebago County Elections Department is committed to utilizing modern Poll Book Tablets and Software Solutions to efficiently serve our voters. To ensure the highest quality of service, the Elections team conducted thorough research, which included consulting with multiple vendors, collaborating extensively with our Information Technology Department, and meeting with the Rockford Board of Elections (which currently utilizes the KNOWiNK program).

Per Resolution Exhibit A, three competitive quotes were obtained. Following a comprehensive evaluation, KNOWiNK emerged as the best overall solution for our hardware and software needs. Headquartered in the Midwest, KNOWiNK offers unique local advantages, including established personal relationships with regional postmasters to streamline mail-in and voting operations. Furthermore, implementing KNOWiNK poll books will increase operational efficiency, mitigate potential fraud, and strengthen public confidence in the election process.

To rigorously test this technology prior to a full financial commitment, the County Clerk leased and deployed fifteen (15) KNOWiNK Poll Pad units before and during the March 2026 General Primary Election. The Winnebago County Elections Department was highly satisfied with the functionality, reliability, and performance of these units.

Consequently, the Department now requests approval to permanently implement KNOWiNK poll books across all of Winnebago County. This action aligns with Illinois State Statute (10 ILCS 5/15), which mandates that "The County Clerk shall provide Poll books for each precinct."

\$208,105 is the year one of implementation for the KnowiNK Poll Books. Anticipated Annual Maintenance: Approximately \$22,825 (Covers ongoing maintenance support and hosting fees).

**Recommended By:** Lori Gummow, County Clerk

**Follow-Up Steps:** Purchasing Department will process the Purchase Order for KNOWiNK.

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

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

SUBMITTED BY: OPERATIONS AND ADMINISTRATIVE COMMITTEE

SPONSORED BY: PAUL ARENA

---

**RESOLUTION TO APPROVE THE PURCHASE OF POLL BOOKS FOR ELECTIONS**

---

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

**WHEREAS**, the Winnebago County Clerk's Office- Elections division (County Clerk's Office) is committed to utilizing modern Poll Book Tablets and Software Solutions to efficiently serve our voters and ensure the highest quality of service; and

**WHEREAS**, the County Clerk's Office desires to purchase poll books for use at each precinct for elections from KNOWiNK, LLC (KNOWiNK); and

**WHEREAS**, the Operations and Administrative Committee of the County Board for the County of Winnebago, Illinois has reviewed the quote and Master Software License and Services Agreement with KNOWiNK, Resolution Exhibit A and recommends its approval.

**NOW, THEREFORE, BE IT RESOLVED**, by the County Board of the County of Winnebago, Illinois, that the County of Winnebago, Illinois will issue a Purchase Order with KNOWiNK in the amount of TWO HUNDRED AND EIGHT THOUSAND, ONE-HUNDRED AND FIVE DOLLARS (\$208,105.00).

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

**BE IT FURTHER RESOLVED**, the Clerk of the County Board is hereby authorized and directed to prepare and deliver certified copies of this Resolution to the Winnebago County Clerk, Director of Purchasing, Finance Director, 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 Butitta

\_\_\_\_\_  
John Butitta

\_\_\_\_\_  
Joe Hoffman

\_\_\_\_\_  
Joe Hoffman

\_\_\_\_\_  
Michael Thompson

\_\_\_\_\_  
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.

\_\_\_\_\_  
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

# QUOTE TAB

26NB-2477

## ELECTIONS POLLBOOK USING DEPARTMENTAL FUNDS

	KNOWiNK	TENEX SOFTWARE SOLUTIONS	VR SYSTEMS EViD
105 Poll Pad Packages	\$ <b>208,105</b>	\$ 200,940	\$ 234,800
Years 2-6 Annual License & Maintenance Fees	\$ <b>22,825</b>	\$ 18,000	\$ 17,520
Total	\$ <b>230,930</b>	\$ 218,940	\$ 252,320



460 N Lindbergh Blvd • St. Louis, MO 63141

**Phone:** 855-765-5723

**Email:** sales@knowink.com

**Website:** www.knowink.com

## MASTER Software License and Services AGREEMENT

This Master Agreement (the “**Agreement**”) is entered into as of the \_\_\_\_ of June 2026 between the County of Winnebago, IL (“**Customer**”) on behalf of the Winnebago County Clerk’s Office, and KNOW iNK, LLC (“**KNOWiNK**”) (each referred to herein as a “**Party**” and collectively as the “**Parties**”).

WHEREAS, Customer wishes to engage KNOWiNK to provide, install and set-up an electronic poll books (“**EPBs**”) system known as the KNOWiNK Poll Pad System (the “**System**”), to license certain software from KNOWiNK, and to train Customer and/or its designated personnel in the use of the System; and

WHEREAS, KNOWiNK is willing to perform such services and the other services described in this Agreement (the “**Services**”) for, and license such software (the “**Software**”) to, Customer.

NOW THEREFORE, in consideration of the mutual agreements set forth in this Agreement, Customer and KNOWiNK agree as follows:

### 1. PROVISION OF THE SYSTEM:

KNOWiNK shall deliver and implement the System and the Software as described herein and in the attached quote (Exhibit B, “**Quote**”).

### 2. LICENSE AND SUPPORT; RESTRICTIONS:

21. Subject to the terms and conditions of this Agreement and for so long as Customer has a current license and support subscription in effect, KNOWiNK grants to Customer a personal, nonexclusive, nontransferable, and limited license to use the Software (which includes firmware, meaning the Software embedded in any System device that allows execution of the software functions) and the applicable documentation. With this right to use, KNOWiNK will provide Customer, and Customer will be permitted to use, only the run-time executable code and associated support files of the Software for Customer’s internal requirements as part of the System. The Software may be used only at the Licensed Location specified as the jurisdiction on **Exhibit A** and only on the hardware or other computer systems authorized by KNOWiNK in writing. Customer’s use of the Software will be limited to the number of licenses specified in the applicable Quote. Only Customer and its authorized employees, agents or contractors may use or access the Software. To the extent Software contains embedded third party software, third party licenses may apply.
22. Subject to the terms and conditions of this Agreement, KNOWiNK shall provide: (a) annual software maintenance and support (“**Software Support Services**”) and (b) the implementation, training, support and/or other services (“**Professional Services**”) set forth in this Agreement and the applicable Quote provided in **Exhibit B**. Software Support Services will consist of periodic updates to the Software, issued at KNOWiNK’s discretion. KNOWiNK does not warrant that all errors or defects will be corrected.
23. Customer may not modify or copy the System or Software. Customer shall not, under any circumstances, cause or permit the adaptation, conversion, reverse engineering, disassembly, or de-compilation of any Software or attempt to derive the source code thereof. Customer shall not use any Software for application development, modification, or customization purposes, except through KNOWiNK.
24. The use, duplication, reproduction, release, modification, disclosure, or transfer of the System or

Software is restricted in accordance with the terms and conditions contained in this Agreement. All other use is prohibited. Further, the System and Software were developed at KNOWiNK's private expense and are commercial in nature. By using or receiving the System or Software, the user agrees to the terms and conditions contained in this Agreement including the terms and conditions contained in this paragraph.

25. Customer acknowledges and agrees that the design of the System and the Software, and any and all related patents, copyrights, trademarks, service marks, trade names, documents, logos, software, microcode, firmware, information, ideas, concepts, know-how, data processing techniques, documentation, diagrams, schematics, equipment architecture, improvements, code, updates, trade secrets and material are the property of KNOWiNK and its licensors. Customer agrees that the sale of the hardware and license of the Software does not, other than as expressly set forth herein, grant to or vest in Customer any right, title, or interest in such proprietary property.
26. Subject to the terms and conditions of this Agreement, KNOWiNK will provide Customer with phone support and will provide all other Services, including implementation, any technical support, Software Support Services, and training.

### 3. **OBLIGATIONS:**

- 3.1. Hardware is shipped Ex Works (Incoterms 2010) from KNOWiNK's designated shipping point. Title change from KNOWiNK to Customer is upon delivery to Customer. Shipping dates are approximate and are based, to a great extent, on prompt receipt of all necessary ordering information from Customer. Billing will commence once delivery has been made.
- 3.2. On Non-Election Days KNOWiNK will physically or remotely answer or respond to a service call request within eight (8) hours. On Election Day, KNOWiNK's help desk will be available for calls one (1) hour prior to polls opening until one (1) hour after polls close. On Election Day, all calls will be acknowledged and/or addressed within (1) one hour.
- 3.3. Each party agrees to comply with applicable laws, rules and regulations in connection with its performance under this Agreement or use of the System, Software or Services. The System, Software and components thereof may be subject to U.S. and other government export control regulations. Customer shall not export or re-export all or a part of the System or the Software.

### 4. **TERM; TERMINATION:**

- 4.1. The term of this Agreement ("**Term**") shall initially be three (3) years, unless earlier terminated in accordance with this Section. Unless otherwise notified to Customer or KNOWiNK in writing at least 30 days prior to the end of the then-current term, the Term will renew for three-year renewal periods.
- 4.2. Either party may terminate this Agreement or any outstanding order if the other party is in material breach of this Agreement and fails to cure such breach within thirty (30) days after written notice of such breach has been given.
- 4.3. Either party shall have the right to terminate this Agreement for any reason, without penalty, by providing the other party with ninety (90) days prior written notice any time after execution.
- 4.4. If no funds or insufficient funds are appropriated and budgeted in any fiscal period of the Customer for payments to be made under this Agreement, then the Customer will notify KNOWiNK in writing of that occurrence, and this Agreement will terminate on the earlier of the last day of the fiscal period for which sufficient appropriation was made or whenever the funds appropriated for payment under this Agreement are exhausted. No payments will be made to KNOWiNK under this Agreement beyond those amounts appropriated and budgeted by the Customer to fund payments under this Agreement.
- 4.5. Sections 2.3-2.5, 4, 8, 9, 10.2, 10.3, 10.5 and 13-15 shall survive any termination or expiration of this Agreement or the applicable order. All other rights and obligations shall be of no further force

or effect.

**5. PRICING:**

- 5.1. Prices for hardware shall be specified by KNOWiNK in the relevant quotation or proposal and are subject to change without notice, including prices for backordered hardware: however, prices in Quotes signed by both Parties are not subject to change. Unless otherwise noted, all prices include shipping and packing costs, and insurance.

- 5.2. The “**Annual Fee**” is the combined, annual fee for licensing (in the case of Software) and support (a “**License and Support Subscription**”). Pricing for the initial Annual Fee is the amount specified in the Quote and/or **Exhibit B**. KNOWiNK may increase the Annual Fee for a renewal term with 30-days notice to Customer before the term renews.
- 5.3. Pricing for other Services shall be set forth in the applicable Quote. Additional charges may apply to Services, e.g., travel, communication and other expenses. However, any additional charges shall not be incurred unless agreed upon by the Parties in writing.
- 5.4. All prices are exclusive of applicable taxes. All taxes shall be payable by Customer, unless Customer presents KNOWiNK with a proper certificate of exemption from such tax.

6. **ORDERS:**

Customer may request a quotation from time to time. The existence of this Agreement does not obligate Customer to request a quotation or purchase any products or Services. KNOWiNK reserves the right to accept or reject any order initiated by Customer in KNOWiNK’s discretion. Only signed Quotes will obligate the parties. Each Quote shall be subject to the terms and conditions of this Agreement.

7. **PAYMENT TERMS:**

KNOWiNK will invoice Customer for all hardware, software and services including parts replacements or Customer-requested software modification upon shipment to Customer. All invoices, including any disputes, shall be paid pursuant to the Local Government Prompt Payment Act, 50 ILCS 505/1 *et seq.*

8. **CONFIDENTIALITY:**

- 8.1. “**Confidential Information**” means any confidential or proprietary information of a party, including information related to KNOWiNK’s business or the System or Software (and applicable documentation), and the terms and conditions of this Agreement. Confidential Information does not include information that was (a) at the time of disclosure or through no fault of the receiving party, in the public domain, (b) in the possession of the receiving party at the time of disclosure to it without any obligation to restrict use or disclosure, (c) received by a third party who had a lawful right to disclose such information without any obligation to restrict use or disclosure.
- 8.2. To the fullest extent permitted by law, each party will keep in confidence and protect Confidential Information (electronic or hard copy) from disclosure to third parties and restrict its use to performance or use of the Software or System pursuant to this Agreement and other uses expressly permitted under this Agreement. Customer shall take all reasonable steps to ensure that the trade secrets and proprietary data contained in the System and Software and the other Confidential Information are not disclosed, copied, duplicated, misappropriated, or used in any manner not expressly permitted by the terms of this Agreement. Customer acknowledges that unauthorized disclosure of Confidential Information may cause substantial economic loss to KNOWiNK or their suppliers and licensors.
- 8.3. Upon termination or expiration of this Agreement or, if earlier, upon termination of Customer’s permitted access to or possession of Confidential Information, Customer shall return to KNOWiNK all copies of the Confidential Information in Customer’s possession (including Confidential Information incorporated in software or writings, electronic and hard copies).

84. Each party will inform its employees and other agents and contractors of their obligations under this Section 8 and shall be fully responsible for any breach thereof by such personnel.

9. **INDEMNIFICATION:**

- 9.1. **Indemnity.** KNOWiNK shall indemnify, defend, and hold harmless Customer, its elected and appointed officials, officers, representatives, agents and employees from and against any and all losses, damages, liabilities, attorney's fees, and costs incurred by Customer resulting from any third-party claim, suit, action, or proceeding that KNOWiNK's equipment, hardware and Software, or any part thereof provided to the Customer or utilized in performing KNOWiNK's services under this Agreement, infringes or misappropriates such third-party's valid U.S. patent, copyright or license, provided that the Customer promptly notifies KNOWiNK in writing of the claim. KNOWiNK expressly understands and agrees that any insurance protection required of KNOWiNK, or otherwise provided by KNOWiNK, shall in no way limit the responsibility to indemnify, keep and hold harmless and defend the Customer as hereinabove provided.
- 9.2. **Remedies.** As to the System or Software that is subject to a claim of infringement or misappropriation, KNOWiNK may (a) obtain the right of continued use of the System or Software for Customer or (b) replace or modify the System or Software to avoid the claim. If neither alternative is available on commercially reasonable terms, then, at the request of KNOWiNK, any applicable Software license and its charges will end, Customer will cease using the applicable System component or Software, Customer will return to KNOWiNK all applicable KNOWiNK hardware and components and return or destroy all copies of the applicable Software, and Customer will certify in writing to KNOWiNK that such return or destruction has been completed. Upon return or KNOWiNK's receipt of certification of destruction, KNOWiNK will give Customer a credit for the price paid to KNOWiNK for the returned or destroyed System Component or Software, less a reasonable offset for use and obsolescence.
- 9.3. **Exclusions.** KNOWiNK will not defend or indemnify Customer if any claim of infringement or misappropriation (a) is asserted by an affiliate of Customer; (b) results from Customer's design or alteration of any System component or Software; (c) results from use of any System component or Software in combination with any non-KNOWiNK product, except to the extent, if any, that such use in combination is restricted to the System designed by KNOWiNK; (d) relates to third-party hardware or software alone; or (e) arises from Customer-specified customization work undertaken by KNOWiNK or its designees in response to Customer specifications.
- 9.4. **EXCLUSIVE REMEDIES.** THIS SECTION 9 STATES THE ENTIRE LIABILITY OF KNOWiNK AND CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES FOR INFRINGEMENT AND TRADE SECRET MISAPPROPRIATION.

10. **WARRANTY; LIMITATION OF LIABILITY:**

- 10.1. KNOWiNK warrants all products provided hereunder to be free from defects in material or workmanship under normal use and service for a period of one (1) year from the date of delivery. All repair covered by this warranty must be done by KNOWiNK, or other such warranty repair facilities of KNOWiNK as designated by KNOWiNK unless KNOWiNK specifically directs that this service be performed at another location. Any defect corrected within one (1) year and found to be within this scope of the warranty will be repaired by KNOWiNK and all charges for labor and material, will be borne by KNOWiNK. KNOWiNK warrants that all Professional Services will be performed in a professional and workmanlike manner. THIS CONSTITUTES THE SOLE WARRANTIES MADE BY KNOWiNK, EITHER EXPRESSED OR IMPLIED. THERE ARE NO OTHER WARRANTIES EXPRESSED OR IMPLIED WHICH EXTEND BEYOND THE FACE HEREOF, HEREIN, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
- 10.2. KNOWiNK MAKES NO REPRESENTATIONS OR WARRANTIES AS TO THIRD PARTY HARDWARE, IF ANY, PROVIDED BY KNOWiNK TO CUSTOMER, ALL OF WHICH IS SOLD, LICENSED, OR SUBLICENSSED TO CUSTOMER "AS IS," OTHER THAN AS MAY BE PROVIDED IN ANY PASS-THROUGH WARRANTY. KNOWiNK HAS NO RESPONSIBILITY

OR LIABILITY FOR THIRD PARTY HARDWARE, IF ANY, PROVIDED BY DISTRIBUTORS OR OTHER THIRD PARTIES TO CUSTOMER. If KNOWiNK sells, licenses, or sublicenses any Third Party Hardware to Customer, KNOWiNK will pass through to Customer, on a nonexclusive basis and without recourse to KNOWiNK, any third-party manufacturer's warranties covering the equipment or software, but only to the extent, if any, permitted by the third-party manufacturer.

- 10.3. Customer is solely responsible for any hardware or software purchased from an outside source. KNOWiNK will not be liable for such products.
- 10.4. Any tampering, misuse or negligence in handling or use of products provided hereunder renders the warranty void. Further, the warranty is void if, at any time, Customer or any third party attempts to make any internal changes to any of the components of the products provided hereunder; if at any time the power supplied to any part of the product exceeds the rated tolerance; if any external device attached by Customer creates conditions exceeding the tolerance of the product; or if any time the serial number plate is removed or defaced. OPERATION OF THE EQUIPMENT THAT RENDERES THIS WARRANTY VOID WILL BE DEFINED TO INCLUDE ALL OF THE POSSIBILITIES DESCRIBED IN THIS PARAGRAPH, TOGETHER WITH ANY PRACTICE WHICH RESULTS IN CONDITIONS EXCEEDING THE DESIGN TOLERANCE OF THE PRODUCT.
- 10.5. EXCEPT FOR CLAIMS RELATED TO VIOLATION OF INTELLECTUAL PROPERTY RIGHTS, GROSS NEGLIGENCE, FRAUD, OR WILLFUL MISCONDUCT, (A) IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY, ANY AFFILIATE, THIRD-PARTY, OR YOUR NAMED USERS, WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, FOR SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES (INCLUDING LOST PROFITS), ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, AND (B) IF CUSTOMER HAS ANY BASIS FOR RECOVERING DAMAGES (INCLUDING FOR BREACH OF THIS AGREEMENT), CUSTOMER AGREES THAT ITS EXCLUSIVE REMEDY WILL BE TO RECOVER DIRECT DAMAGES FROM KNOWiNK, UP TO AN AMOUNT EQUAL TO THE TOTAL FEES ALREADY PAID TO KNOWiNK FOR THE PRECEDING TWELVE (12) MONTHS.

11. **CONFLICTS:**

KNOWiNK will not pay to Customer or any of Customer's officials or employees having official responsibility for the procurement transaction, or member of his or her immediate family, any financial benefit relating to the award of this Agreement.

12. **FORCE MAJEURE:**

The Parties shall not be considered in default by reason of any failure in its performance under this Agreement if such failure results from, whether directly or indirectly, fire, explosion, strike, freight embargo, Act of God or of the public enemy, war, civil disturbance, act of any government, de jure or de facto, or agency or official thereof, material or labor shortage, transportation contingencies, unusually severe weather, default of any other manufacturer or a supplier or subcontractor, quarantine, restriction, epidemic, or catastrophe, lack of timely instructions or essential information from Customer, or otherwise arising out of causes beyond the control of KNOWiNK .

13. **RELATIONSHIP OF THE PARTIES:**

- 13.1. The parties to the Agreement are independent contractors and the Agreement will not establish any relationship of partnership, joint venture, employment, franchise, or agency between the parties. Neither party will have the power to bind the other or incur obligations on the other's behalf without the other's prior written consent. KNOWiNK's employees, agents, and subcontractors will not be entitled to any privileges or benefits of Customer employment. Customer's employees, agents, and contractors will not be entitled to any privileges or benefits of KNOWiNK or employment.

14. **GENERAL:**

- 14.1. KNOWiNK may assign or otherwise transfer the obligations incurred pursuant to the terms of this Agreement without the prior written consent of the Customer. In no case will such consent relieve the other Party from its obligations, or change the terms of this Agreement. Written notice must be provided to the other Party, with the name of any proposed assignee and the reason for the assignment; consent to which shall not be unreasonably withheld.
- 14.2. This Agreement is the complete and exclusive statement of the mutual understandings of the parties regarding the subject matter hereof. It is agreed that there is no representation, warranty, collateral agreement or condition affecting this Agreement other than was expressly stated herein. This Agreement may not be amended or waived except in writing signed by an officer of the party to be bound thereby.
- 14.3. THIS AGREEMENT WILL BE GOVERNED BY THE LAWS OF THE STATE OF ILLINOIS, TO THE EXCLUSION OF THE LAW OF ANY OTHER FORUM. THE VENUE AND JURISDICTION FOR ANY COMPLAINT AT LAW SHALL BE IN THE 17TH JUDICIAL CIRCUIT COURT, WINNEBAGO COUNTY, ILLINOIS. THIS AGREEMENT IS NOT BINDING UNTIL ACCEPTED BY BOTH PARTIES IN WRITING.
- 14.4. In the event any provision of this Agreement shall be invalid, illegal or unenforceable in any respect, such a provision shall be considered separate and severable from the remaining provisions of this Agreement, and the validity, legality or enforceability of any of the remaining provisions of this Agreement shall not be affected or impaired by such provision in any way.
- 14.5. Any notice required or permitted to be given under this Agreement by one party to the other must be in writing and shall be given to Customer at the address set forth on **Exhibit A**, or to KNOWiNK at the address set forth on the first page of this Agreement, and deemed to have been given: (a) immediately, if delivered personally; (b) on the fifth (5<sup>th</sup>) business day following mailing if placed in the United States Mail, postage prepaid, by registered or certified mail with return receipt requested, addressed to such address. Each party may change its address for notice by giving written notice of the change to the other party; or (c) on the next business day upon confirmation of delivery, if delivered by overnight delivery by a nationally recognized overnight delivery service.

*(Signature page to follow)*

Authorized representatives of Customer and KNOWiNK have read the foregoing Master Software License and Services Agreement and all documents incorporated into this Agreement and agree and accept such terms effective as of the date first referenced above.

**CUSTOMER (County of Winnebago,, IL):**

**KNOWiNK LLC:**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_Kevin J. Schott\_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_CFO\_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_5//26\_\_\_\_\_

**Exhibit A**  
**General Information**

<b>Customer Jurisdiction Name:</b>	
<b>Licensed Location (City/State):</b>	
<b>Customer Contact(s):</b>	
<b>Billing Address:</b>	
<b>City / State / ZIP:</b>	
<b>Shipping Address (if different):</b>	
<b>City / State / ZIP:</b>	
<b>Contact Telephone:</b>	
<b>Alternate Telephone:</b>	
<b>Fax:</b>	
<b>Email:</b>	

**Exhibit B (Quote), to follow**

KNOWiNK, LLC.  
 460 N Lindbergh Blvd  
 Saint Louis, MO 63141-7808  
<http://knowink.com>

# Estimate



ADDRESS
Winnebago County, IL 404 Elm Street Rockford, IL 61101

SHIP TO
Winnebago County, IL 404 Elm Street Rockford, IL 61101

ESTIMATE #	DATE
12552	05/05/2026

DATE	ITEM	HARDWARE/SOFTWARE	QTY	UNIT PRICE	TOTAL AMOUNT
	<b>Poll Pad Package with Flip Stand and Receipt Printer Cellular</b>	Includes: iPad 11th Gen Cellular 128GB mCPrint-3 Receipt Printer Flip Stand Stylus Transport Case First Year License MDM Enrollment	105	1,930.00	202,650.00
	<b>Braided USB-C to USB-C Cable - 18"</b>		105	10.00	1,050.00
	<b>Receipt Paper - 50 Rolls</b>	Star Micronics Receipt Paper - 50 Rolls	3	135.00	405.00
	<b>Data Activation - Annual</b>	Annual Fee activation fee for polling place data plan	105	15.00	1,575.00
	<b>Elections365 Support Package</b>		4	2,500.00	10,000.00
	<b>Shipping</b>		90	20.00	1,800.00
	<b>FB_DISCOUNT</b>	Rental Discount (15 Units)	1	-	-9,375.00
				9,375.00	
					Due Year 1: 208,105.00
	<b>Poll Pad Annual Software License</b>	Year 2 Annual Licenses and Maintenance Fees Includes software updates and support	105	150.00	15,750.00
	<b>Elections365 Support Package</b>	Support + Training	2	2,500.00	5,000.00

Terms of Subscription

Subject to acceptance of the Master Software License & Service Agreement will be a (3) three year agreement. The term will begin effective on the date of equipment acceptance. All Poll Pad software comes with the standard (12) twelve month warranty. Post Election reporting included required VR Extract and digital e-Roster.

DATE	ITEM	HARDWARE/SOFTWARE	QTY	UNIT PRICE	TOTAL AMOUNT
	<b>Data Activation - Annual</b>	Annual Fee activation fee for polling place data plan	105	15.00	1,575.00
	<b>ePulse Live Connectivity - Annual License</b>	Includes software updates and support	1	500.00	500.00
		Year 3 Annual Licenses and Maintenance Fees			Due Year 2: 22,825.00
	<b>Poll Pad Annual Software License</b>	Includes software updates and support	105	150.00	15,750.00
	<b>Elections365 Support Package</b>	Support + Training	2	2,500.00	5,000.00
	<b>Data Activation - Annual</b>	Annual Fee activation fee for polling place data plan	105	15.00	1,575.00
	<b>ePulse Live Connectivity - Annual License</b>	Includes software updates and support	1	500.00	500.00
		Year 4 Annual Licenses and Maintenance Fees			Due Year 3: 22,825.00
	<b>Poll Pad Annual Software License</b>	Includes software updates and support	105	150.00	15,750.00
	<b>Elections365 Support Package</b>	Support + Training	2	2,500.00	5,000.00
	<b>Data Activation - Annual</b>	Annual Fee activation fee for polling place data plan	105	15.00	1,575.00
	<b>ePulse Live Connectivity - Annual License</b>	Includes software updates and support	1	500.00	500.00
		Year 5 Annual Licenses and Maintenance Fees			Due Year 4: 22,825.00
	<b>Poll Pad Annual Software License</b>	Includes software updates and support	105	150.00	15,750.00
	<b>Elections365 Support Package</b>	Support + Training	2	2,500.00	5,000.00
	<b>Data Activation - Annual</b>	Annual Fee activation fee for polling place data plan	105	15.00	1,575.00

Terms of Subscription

Subject to acceptance of the Master Software License & Service Agreement will be a (3) three year agreement. The term will begin effective on the date of equipment acceptance. All Poll Pad software comes with the standard (12) twelve month warranty. Post Election reporting included required VR Extract and digital e-Roster.

DATE	ITEM	HARDWARE/SOFTWARE	QTY	UNIT PRICE	TOTAL AMOUNT
	<b>ePulse Live Connectivity - Annual License</b>	Includes software updates and support	1	500.00	500.00
					Due Year 5: 22,825.00
	<b>Poll Pad Annual Software License</b>	Includes software updates and support	105	150.00	15,750.00
	<b>Elections365 Support Package</b>	Support + Training	2	2,500.00	5,000.00
	<b>Data Activation - Annual</b>	Annual Fee activation fee for polling place data plan	105	15.00	1,575.00
	<b>ePulse Live Connectivity - Annual License</b>	Includes software updates and support	1	500.00	500.00
					Due Year 6: 22,825.00
	<b>Data Plan - Cellular Usage</b>	Per Election Data Usage (overages may apply) Charges are billed monthly while devices are active; billing frequency may increase depending on device usage. The data plan includes up to 1GB of connectivity per device, per election.	105	30.00	3,150.00
					Subtotal: 3,150.00

Shipping Lead Time: 8-10 Weeks

**SUBTOTAL** 325,380.00

Cradlepoint equipment included with the prior rental is not included in this pricing.

**TAX** 0.00

**TOTAL** **USD 325,380.00**

Please note that the prices quoted for hardware are based on current market conditions and may be subject to change due to factors such as tariffs, import duties, or other unforeseen costs. Please confirm pricing at the time of purchase to ensure accuracy.

Accepted By

Accepted Date

Terms of Subscription

Subject to acceptance of the Master Software License & Service Agreement will be a (3) three year agreement. The term will begin effective on the date of equipment acceptance. All Poll Pad software comes with the standard (12) twelve month warranty. Post Election reporting included required VR Extract and digital e-Roster.

# **Public Works Committee**



# Resolution Executive Summary

**Prepared By:** Winnebago County Highway Department

**Committee:** Public Works Committee

**Committee Date:** Tuesday, June 16, 2026

**Resolution Title: (26-028)** Resolution Authorizing an Agreement with Adesta LLC for Locating Services of Underground Facilities Related to Traffic Signals

**Board Meeting Date:** Thursday, June 25, 2026

**Budget Information:**

<b>Was item budgeted</b>	Yes	<b>Appropriation Amount:</b> \$7,500 / year
<b>If not, explain funding source:</b>		
<b>ORG/OBJ/Project Code:</b>	461-43190	<b>Budget Impact:</b> \$7,500 / year

**Background Information:**

The buried electrical lines for traffic signals are considered a utility, therefore they need to be located, similar to JULIE, when excavation activities by others are proposed to take place near our traffic signals.

**Recommendation:**

Staff recommends approval.

**Contract/Agreement:**

Contract to be signed after County Board approval.

**Legal Review:**

By the State Attorney's office.

**Follow-Up:**

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

**26-CR-XXX**

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

**RESOLUTION AUTHORIZING AN AGREEMENT WITH  
ADESTA LLC FOR LOCATING SERVICES OF  
UNDERGROUND FACILITIES RELATED TO TRAFFIC SIGNALS**

**WHEREAS** the Winnebago County Highway Department currently operates and maintains sixty-six (66) sets of traffic signals including associated underground facilities on the County Highway System; and

**WHEREAS**, pursuant to 220 ILCS 50/2.2 of the “Illinois Underground Facilities Damage Prevention Act” (220 ILCS 50/1 *et seq.*) (the “Act”), the Winnebago County Highway System- Traffic Signals is by definition an “underground utility facility”; and

**WHEREAS**, Adesta LLC has agreed to provide “Locating Services for Winnebago County Highway System- Traffic Signals” as set forth in the attached Service Agreement (AGREEMENT), for a period of 2 years; and

**WHEREAS** it would be in the public interest to enter into the attached AGREEMENT for the aforementioned utility locating services.

**NOW THEREFORE, BE IT RESOLVED** by the County Board of the County of Winnebago, Illinois, that the Chairman of the County Board is hereby authorized to execute on behalf of the County of Winnebago the attached Service Agreement with Adesta LLC in substantially the AGREEMENT attached hereto, and

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

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

**BE IT FURTHER RESOLVED**, that the Winnebago County Engineer is directed to manage the contract,

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

Respectfully submitted  
PUBLIC WORKS COMMITTEE

AGREE

DISAGREE



\_\_\_\_\_  
Dave Tassoni, Chairman

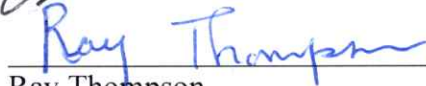
\_\_\_\_\_  
Dave Tassoni, Chairman

\_\_\_\_\_  
Kevin McCarthy

\_\_\_\_\_  
Kevin McCarthy

  
\_\_\_\_\_  
Chris Scrol

\_\_\_\_\_  
Chris Scrol

  
\_\_\_\_\_  
Ray Thompson

\_\_\_\_\_  
Ray Thompson

  
\_\_\_\_\_  
Jim Webster

\_\_\_\_\_  
Jim Webster

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

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

ATTEST:

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



## SERVICES AGREEMENT

This Services Agreement, hereinafter known as "AGREEMENT", is made and entered into this 19<sup>th</sup> day of May, 2026 by and between the Winnebago County Highway Department, located at 424 North Springfield Avenue, Rockford, Illinois 61101-5097, hereinafter known as "COUNTY" and Adesta LLC, hereinafter known as "PROVIDER", whose principal office is located at 15770 Dallas Parkway, Suite 500, Dallas, TX 75248.

### RECITALS

**WHEREAS**, COUNTY owns underground traffic signal facilities in Winnebago County, Illinois, hereinafter known as the "SYSTEM"; and

**WHEREAS**, COUNTY desires that PROVIDER perform call screening, dispatching, and locating services for COUNTY; and

**WHEREAS**, PROVIDER desires to perform such call screening, dispatching and locating services for COUNTY.

**NOW THEREFORE**, it is agreed as follows.

1. **THE SERVICES**, PROVIDER agrees to furnish all supervision, labor, tools, equipment, materials and supplies necessary to perform call screening, dispatching and locating services, hereinafter known as "SERVICES" in accordance with the terms and conditions of this AGREEMENT, all as more fully described in the "**LOCATING SERVICES FOR WINNEBAGO COUNTY HIGHWAY DEPARTMENT**", attached and marked as **Exhibit A**.
2. **LOCATIONS**, PROVIDER will perform the SERVICES on the SYSTEM at various signalized traffic intersections in Winnebago County as generally shown on the attached list marked as **Exhibit B**.
3. **TERM**, the term of this AGREEMENT shall commence upon execution by both parties ("Effective Date") and, unless terminated earlier in accordance with the provisions hereof, shall terminate two (2) years from this Effective Date. COUNTY shall have the option for Two (2), one-year extensions, subject to pricing escalation, described further in Exhibit A.
4. **PAYMENT**, COUNTY shall compensate and make payment to PROVIDER for SERVICES rendered at the rates and frequency specified in **Exhibit A**. The fees of **Exhibit A** may be amended from time to time by mutual agreement of the parties to provide for the addition of other locations to this AGREEMENT so long as such amendment is signed and executed by authorized representatives of both parties in accordance with the provisions of Paragraph 13 of this AGREEMENT.
5. **CHANGES**, COUNTY and PROVIDER may, by mutual agreement signed and executed by authorized representatives of both parties in accordance with the provisions of Paragraph 13 of this AGREEMENT, make changes in, additions to, or deletions from the SERVICES; and PROVIDER shall promptly proceed with the performance of the SERVICES as so changed. The price and time for performance shall be equitably adjusted to compensate for increased or decreased costs of performance or time for performance resulting from such changes, additions, or deletions.

6. **SAFETY**, PROVIDER shall take all reasonable safety precautions pertaining to the SERVICES. PROVIDER shall comply with all applicable laws, ordinances, rules, regulations and orders issued by any public or environmental agency, body, or authority, whether federal or otherwise, including, but not limited to, occupational safety and health legislation.
7. **INSURANCE**, shall meet the conditions and limits as noted in Terms and Conditions Item 2 of EXHIBIT A.
8. **INDEMNITY**, shall meet the conditions as noted in Terms and Conditions Item 3 of EXHIBIT A.
9. **NOTICE**, any notice required to be given pursuant to this AGREEMENT will be deemed given: (a) when given in person or by email, or (b) on the third calendar day after it is sent by facsimile, express delivery services, or registered or certified mail to the Winnebago County Highway Department at the above listed address, Attention: County Engineer or, if to PROVIDER at the above listed address, Attention: President and General Counsel, or to such other addresses as designated by either COUNTY or PROVIDER in writing.
10. **INDEPENDENT PROVIDER**, the parties agree that in connection with the SERVICES to be performed under this AGREEMENT, PROVIDER is acting as an independent agent and as such is subject to all applicable federal, state and municipal laws and regulations relating to employees generally and in particular to employment taxes, insurance contributions, payments of wages, withholding taxes and the keeping of records in connection therewith.
11. **SOLICITATION**, at all times during the term of this AGREEMENT and for a period of one (1) year following termination for any reason whatsoever, whether voluntary or involuntary, with or without cause, each party agrees that it shall not directly or indirectly, for itself or on behalf of any person, entity, firm, organization, association, partnership, corporation, or otherwise, solicit or contact any employees or customers of the other party for the purposes of inducing them to terminate their employment or contractual agreements with the other party or to become employees, independent providers or customers of any person, entity, firm, organization, associations, partnership, or corporation without the prior written consent of the other party.
12. **GOVERNING LAW**, this AGREEMENT shall be governed by the laws of the state of Illinois, without regard to its conflict of laws rules.
13. **ENTIRE AGREEMENT**, the foregoing constitutes the entire agreement between the parties relating to the subject matter hereof, and supersedes all prior understandings, agreements, and documentation relating to the subject matter hereof. This AGREEMENT may be amended only by instrument executed by authorized representatives of both parties.
14. **TERMINATION**, either PROVIDER or the COUNTY may terminate the AGREEMENT at any time upon ninety (90) days written notice. Upon such notice, PROVIDER will provide

all cooperation and assistance reasonable necessary to assist the COUNTY with the transition to another provider.

**IN WITNESS WHEREOF**, the parties hereto have executed this SERVICES AGREEMENT by their proper officers or duly authorized agents.

**Winnebago County Highway Department  
(COUNTY)**

**Adesta LLC  
(PROVIDER)**

**By:** \_\_\_\_\_

**By:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Date:** \_\_\_\_\_



**SERVICES AGREEMENT EXHIBIT A:  
LOCATING SERVICES FOR WINNEBAGO COUNTY HIGHWAY DEPARTMENT**

Adesta LLC ("Provider") to provide locating services for underground facilities to the Winnebago County Highway Department ("County") related to traffic signals in Winnebago County, Illinois, generally depicted in the Highway Map and List of Traffic Signals attached herein as Exhibit B.

**Scope of Work:**

Provider will be called by the County's representative about the location where the underground facilities locating is required. The County shall also provide facility drawing(s) with each locate request via email to Provider. The call with a location, combined with the follow-up email, will be considered as a ticket. Provider shall dispatch a locate technician to the area to mark the facilities. Provider shall receive tickets and dispatch 24 hours per day, 7 days a week, and 365 days per year.

Provider shall perform all services in accordance with the standard industry procedures. Services shall include:

- a. Providing the appropriate number of qualified field operations technicians to perform all necessary locates at the signalized intersections.
- b. Performing all required locates within two (2) business days of receipt of the ticket.
- c. Performing all required locates pursuant to Joint Utility Locating Information for Excavators (JULIE) regulations.
- d. Taking photos of all locates.

The County shall attach to its Purchase Order to Provider a complete list of signalized intersections under the Jurisdiction of Winnebago County. The County shall also attach to its Purchase Order the Winnebago County Highways map. Provider shall rely on maps, facility drawings, and other features on ground such as service connection, concrete foundation, hand hole, double hand hole detector loops, junction box, and conduits in the vicinity of the traffic signal in the performance of the scope of work as defined herein and shall not be liable for any discrepancies, errors, or omissions found therein.

The County may modify (add to or delete from) the list of signalized intersections during the term of this Purchase Order by sending a registered letter to Provider at the following address:

Adesta LLC  
Attn: Contracts Department  
15770 Dallas Parkway, Suite 500  
Dallas, TX 75248

With a copy to:  
Adesta LLC  
2000 Bloomingdale Rd. Suite 245  
Glendale Heights, IL. 60139

**Price and Payment Terms:**

Provider's pricing shall remain fixed for the initial 2-year Term of the Agreement. If County chooses to exercise the renewal option(s), all previously Term's agreed upon pricing shall have a Three Percent (3%) CPI escalation added to each item.



Provider's unit rate for the services for the **initial term** is as follows:

Description <sup>(1)</sup>	Unit of Measure	Unit Price
Locate underground facilities – Standard Business Hours	Hourly	\$ 86.58
Normal Locate – Outside Normal Business Hours	Hourly	\$ 112.02
Administrative Fee	Month	\$ 56.59

<sup>(1)</sup> Normal Business Hours shall be defined as Monday through Friday 7:00 AM to 4:00 PM, excluding the holidays listed below. Outside Normal Business Hours shall be defined as 4:01 PM to 6:59 AM Monday through Friday, all weekends, and all holidays<sup>(2)</sup>. Provider shall also be compensated at the hourly rates above for travel time to and from the locations where underground facilities locating is required.

<sup>(2)</sup> Holidays:

- |                  |                        |
|------------------|------------------------|
| New Year's Day   | Labor Day              |
| President's Day  | Thanksgiving Day       |
| Good Friday      | Day after Thanksgiving |
| Memorial Day     | Christmas Eve          |
| Independence Day | Christmas Day          |

At the end of each month, Provider shall submit to the County an invoice showing each location where Services were completed. Such invoice shall be payable within sixty (60) days of the County's receipt. All payments shall be made according to the State Prompt Payment Act {30 ILCS 540/0.01 et seq.}. Provider shall have the right to terminate the Purchase Order for nonpayment of any portion of any amount due under this Purchase Order upon ten (10) days prior written notice to the County.

**Terms and Conditions:**

- Notwithstanding anything to the contrary in the Purchase Order, Provider's locating services as described above shall not be subject to compliance with the Illinois Prevailing Wage Act.
- INSURANCE.** Prior to commencement of the services, Provider shall procure (and at all times thereafter maintain) the following minimum insurance coverages, protecting Provider and the County against liability from damages due to injuries (including death) suffered by persons (including employees of Provider) and liability from damages to property arising from and growing out of Provider's operations (including its subcontractors' and suppliers' operations) in connection with the performance of this Purchase Order:

**TYPE OF COVERAGE**

**LIMITS OF LIABILITY**

- |  |   |
|--|---|
| a. Workman's Compensation  | Statutory   |
| b. Employers' Liability  | \$500,000.00 per accident, per disease and aggregate for disease including voluntary compensation |
| c. General Liability<br>(including completed operations, blanket contractual liability, broad form property damage, including completed operations, personal injury, and coverage for explosive, collapse or underground damage hazards) | \$1,000,000.00 per occurrence/<br>\$2,000,000.00 annual general aggregate                         |
| d. Automobile Liability  | \$1,000,000.00 combined single limit per accident   |
| e. Excess Liability  | \$4,000,000.00 combined single limit per occurrence and aggregate                                 |



The foregoing coverages shall be primary, and shall not require contribution from the County. Provider may provide the coverages through the use of a primary liability policy or through a combination of primary liability and umbrella liability policies; however, the total limits of liability shall not be less than the limits set forth in this subsection. The County shall be named as an additional insured on all insurance policies required by and procured for this Purchase Order.

3. INDEMNITY. Each party shall protect, defend, indemnify, and hold harmless the other party. In no event will either party be liable for damages caused by any of the following:
- a. the other party's negligence;
  - b. the other party's failure to conduct business arising from this Purchase Order in a manner meeting the legally determined standard of care.

However, neither party will be liable for special, incidental, consequential, indirect, or punitive damages resulting from claims, demands, and/or causes of action against the other party to this Purchase Order, even if a party was advised of the possibility of such damages, and regardless of whether such liability is based on:

- a. breach of contract;
- b. tort;
- c. strict liability;
- d. and/or breach of warranties.

The liability of Provider and the County and any concomitant damages shall be determined in such amount and to such extent as is commensurate with their conduct as provided by Illinois law.

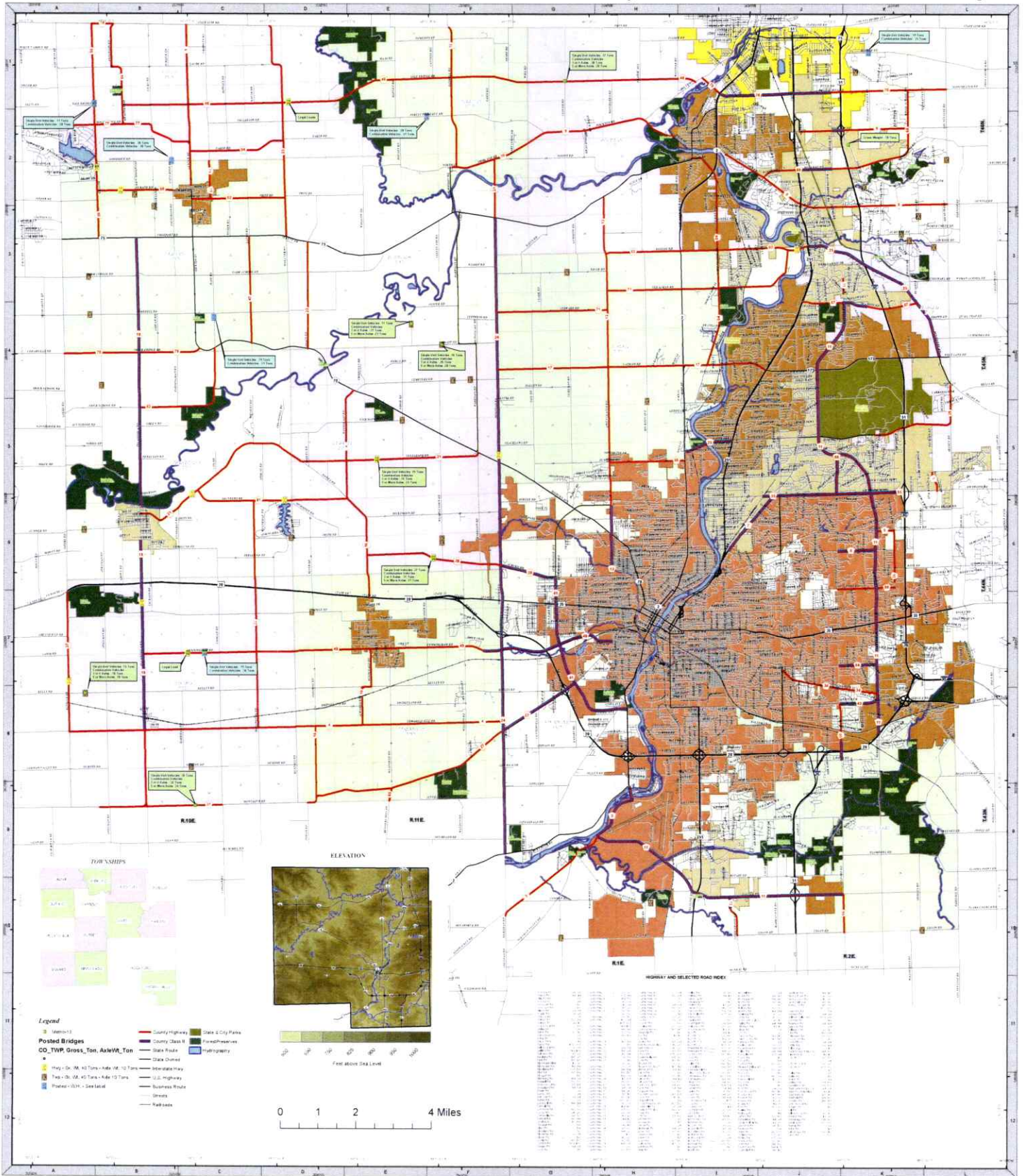


**EXHIBIT B: LOCATIONS**  
(Attached)

- Highway Map, Winnebago County, Illinois, Compile 9/9/2025
- Section: 24-00734-00-TL: Winnebago county Highway Department, List of Traffic Signals on the County Highway System



# Highway Map WINNEBAGO COUNTY, ILLINOIS



- Legend**
- Member
  - Posted Bridges
  - CO\_TWP Gross\_Ton, AxleWt\_Ton
  - Post - 01 - 40 Tons - Axle 10 Tons
  - Post - 02 - 40 Tons - Axle 10 Tons
  - Post - 03 - 40 Tons - Axle 10 Tons
  - Post - 04 - 40 Tons - Axle 10 Tons
  - Post - 05 - 40 Tons - Axle 10 Tons
  - Post - 06 - 40 Tons - Axle 10 Tons
  - Post - 07 - 40 Tons - Axle 10 Tons
  - Post - 08 - 40 Tons - Axle 10 Tons
  - Post - 09 - 40 Tons - Axle 10 Tons
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  - Post - 99 - 40 Tons - Axle 10 Tons
  - Post - 100 - 40 Tons - Axle 10 Tons



**HIGHWAY AND SELECTED ROAD INDEX**

Highway Number	Route Description	Highway Number	Route Description
1	State Class I	101	State Class I
2	State Class I	102	State Class I
3	State Class I	103	State Class I
4	State Class I	104	State Class I
5	State Class I	105	State Class I
6	State Class I	106	State Class I
7	State Class I	107	State Class I
8	State Class I	108	State Class I
9	State Class I	109	State Class I
10	State Class I	110	State Class I
11	State Class I	111	State Class I
12	State Class I	112	State Class I
13	State Class I	113	State Class I
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70	State Class I	170	State Class I
71	State Class I	171	State Class I
72	State Class I	172	State Class I
73	State Class I	173	State Class I
74	State Class I	174	State Class I
75	State Class I	175	State Class I
76	State Class I	176	State Class I
77	State Class I	177	State Class I
78	State Class I	178	State Class I
79	State Class I	179	State Class I
80	State Class I	180	State Class I
81	State Class I	181	State Class I
82	State Class I	182	State Class I
83	State Class I	183	State Class I
84	State Class I	184	State Class I
85	State Class I	185	State Class I
86	State Class I	186	State Class I
87	State Class I	187	State Class I
88	State Class I	188	State Class I
89	State Class I	189	State Class I
90	State Class I	190	State Class I
91	State Class I	191	State Class I
92	State Class I	192	State Class I
93	State Class I	193	State Class I
94	State Class I	194	State Class I
95	State Class I	195	State Class I
96	State Class I	196	State Class I
97	State Class I	197	State Class I
98	State Class I	198	State Class I
99	State Class I	199	State Class I
100	State Class I	200	State Class I

Map data as of 1/1/2010. All rights reserved. This map is for informational purposes only and does not constitute a warranty or guarantee of accuracy. The user assumes all responsibility for any errors or omissions. Printed on 100% recycled paper.

## Winnebago County Highway Department

## List of Traffic Signals on the County Highway System

Sr. No.	County Highways		Conflict Monitor Model	Video Monitor		Detection System		UPS (Y/N)	Generator Plugs-in system	Pre-emption System (Y/N)	Attached Street Light	
	Major	Minor		Y/N	Model	Cameras	Loops				Y/N	# of Luminaires
1	BAUER PKWY	IL-2(North Main St.)	EDI/SSM-12LE	YES	Speco Technology	YES	NO	YES	NO	YES	YES	4
2	BELL SCHOOL RD	GUILFORD RD.	EDI/SSM-12	NO	0	YES	YES	NO	NO	NO	NO	0
3	CENTRAL AVE.	WALMART ENT.	EDI/SSM	NO	0	NO	YES	NO	Yes	YES	YES	2
4	ELEVATOR RD.	MAIN STREET	EDI/SSM-12E	NO	0	NO	YES	NO	NO	YES	YES	4
5	FOREST HILLS RD.	NORTH RIDGE DR.	EDI/SSM-12	NO	0	NO	YES	NO	NO	NO	YES	1
6	FOREST HILLS RD.	PEPPER LN-RIVER LN	EDI/SSM-12	YES	Defender Security	YES	NO	YES	NO	YES	YES	2
7	FOREST HILLS RD.	MONDELEZ ENT	EDI/SSM-12	NO	0	NO	YES	NO	NO	NO	NO	0
8	FOREST HILLS RD.	WOODWARD ENT		NO	0	NO	YES	NO	NO	NO	NO	0
9	HONONEGAH RD.	BARBERRY-CEDAR BRK	EDI/SSM-12LE	YES	VICON	YES	NO	NO	NO	YES	YES	6
10	HONONEGAH RD.	DORR RD.	EDI/SSM-12LE	YES	PELCO	YES	NO	YES	NO	NO	YES	2
11	MERIDIAN RD.	W. STATE ST.	EDI/SSM-12LE	YES	Pro-Video VM-1401C	YES	NO	YES	NO	YES	YES	4
12	MULFORD RD.	SANDY HOLLOW RD.	EDI/SSM-12LE	NO	N/A	YES	YES	NO	NO	YES	YES	4
13	MULFORD RD.	WINDSOR RD.	EDI/SSM-12E	NO	N/A	YES	YES	NO	NO	NO	YES	4
14	OLDE CREEK RD.	MCFARLAND RD.	EDI/SSM-12LE	YES	Panasonic WV-BM990	YES	NO	NO	NO	YES	YES	4

15	OWEN CENTER RD.	RIVERSIDE BLVD.	EDI/SSM-12	NO	N/A	YES	NO	NO	NO	NO	NO	0
16	PALADIN PKWY	SPORTSCORE DRIVE	EDI/SSM-12 LE	YES	VICON	YES	NO	NO	NO	YES	YES	4
17	PERRYVILLE RD.	ANJALI WAY	EDI/SSM-12LE	YES	VICON	YES	NO	NO	NO	YES	YES	4
18	PERRYVILLE RD.	ARGUS	EDI/SSM-12	NO	N/A	YES	YES	NO	NO	YES	YES	4
19	PERRYVILLE RD.	BROADCAST PKWY	Smart Monitor EDI/MMU-16LE	YES	VIDEO	YES	NO	YES	NO	YES	YES	4
20	PERRYVILLE RD.	CHARLES ST.	EDI/SSM-12LE	NO	N/A	YES	YES	NO	Yes	NO	YES	4
21	PERRYVILLE RD.	CRIMSON RIDGE	EDI/SSM-12LE	NO	N/A	YES	YES	NO	NO	NO	NO	0
22	PERRYVILLE RD.	DAIMLIER -CHERRY V. DR.	EDI/SSM-12LE	YES	Defender Security	YES	YES	NO	NO	NO	YES	1
23	PERRYVILLE RD.	FINCHAM RD.	EDI/SSM-12LE	NO	N/A	YES	YES	NO	NO	YES	YES	2
24	PERRYVILLE RD.	GUILFORD RD.	EDI/SSM-12LE	NO	N/A	YES	YES	NO	Yes	NO	YES	4
25	PERRYVILLE RD.	HARLEM RD.	EDI/SSM12 E	NO	N/A	YES	YES	NO	Yes	NO	YES	4
26	PERRYVILLE RD.	HARRISON AVE.	EDI/SSM-12LE	YES	Advance Dynamics	YES	NO	YES	NO	YES	YES	4
27	PERRYVILLE RD.	HUTCHINS RD.	EDI/SSM-12LE	YES	Defender Security	YES	NO	YES	NO	YES	YES	4
28	PERRYVILLE RD.	IL-173	EDI/SSM-12LE	YES	Defender Security	YES	NO	YES	NO	YES	YES	4
29	PERRYVILLE RD.	MENARD ENT.	EDI/SSM-12LE	NO	N/A	YES	YES	NO	NO	NO	YES	4
30	PERRYVILLE RD.	MULFORD RD.	EDI/SSM-12E	NO	N/A	YES	YES	NO	NO	NO	YES	3
31	PERRYVILLE RD.	NEWBURG RD.	EDI/SSM-12LE	YES	Defender Security	YES	NO	NO	Yes	YES	YES	4
32	PERRYVILLE RD.	NIMTZ RD.	Smart Monitor EDI/MMU-16LE	YES	Defender Security	YES	NO		NO	YES	YES	4
33	PERRYVILLE RD.	OLDE CREEK RD.	EDI/SSM-12LE	NO	N/A	YES	YES	NO	Yes	YES	YES	4
34	PERRYVILLE RD.	RIVERSIDE BLVD.	EDI/SSM-12LE	NO	N/A	YES	YES	NO	NO	NO	YES	4

35	PERRYVILLE RD.	ROTE RD.	EDI/SSM-12LE	NO	N/A	YES	YES	NO	NO	YES	YES	4
36	PERRYVILLE RD.	SPRING CREEK RD.	EDI/NSM-12E	NO	N/A	YES	YES	NO	NO	YES	YES	4
37	PERRYVILLE RD.	SPRING BROOK RD.	EDI/SSM-12LE	NO	N/A	YES	NO	NO	Yes	YES	YES	4
38	PERRYVILLE RD.	VAUGHNDALE RD	EDI/SSM-12 LE	YES	VIACON	YES	NO	YES	NO	YES	YES	4
39	PERRYVILLE RD.	WALTON RD	EDI/SSM-12 LE	NO	N/A	YES	YES	NO	NO	NO	YES	2
40	PERRYVILLE RD.	ZENITH PKWY	EDI/SSM-12LE	YES	MONITOR	YES	NO	YES	NO	YES	YES	3
41	PRAIRIE HILL RD.	IL-2	EDI/SSM-12LE	YES	VIACON	YES	NO	YES	NO	NO	YES	4
42	PRAIRIE HILL RD.	S.BELOIT HIGH SCHOOL	EDI/SSM-12E	NO	N/A	YES	NO	NO	NO	NO	YES	1
43	RALSTON RD	BLUEBONNET DR.	EDI/SSM-12LE	YES	JVC	YES	NO	YES	NO	YES	YES	2
44	RALSTON RD	FRONATGE RD( IL -251)	EDI/SSM-12LE	YES	PELCO	YES	NO	YES	NO	YES	YES	4
45	RIVERSIDE BLVD.	ALPINE RD	EDI/SSM-12LE	NO	N/A	YES	YES	NO	NO	NO	NO	0
46	RIVERSIDE BLVD.	APPLEWOOD LN.	EDI/SSM-12	NO	N/A	YES	YES	NO	NO	NO	YES	4
47	RIVERSIDE BLVD.	BELL SCHOOL RD.	EDI/SSM-12LE	YES	VIACON VM-5094	YES	NO	NO	NO	YES	YES	4
48	RIVERSIDE BLVD.	FOREST HILLS RD.	EDI/SSM-12	NO	N/A	YES	YES	NO	NO	NO	NO	0
49	RIVERSIDE BLVD.	I-90 RAMP(West of Brdg)	EDI/MMU-16LE	YES	American Dynamics	YES	NO	NO	NO	YES	YES	4
50	RIVERSIDE BLVD.	MCFARLAND RD.	EDI/SSM-12	NO	N/A	YES	YES	NO	NO	NO	NO	0
51	RIVERSIDE BLVD.	MULFORD RD.	EDI/SSM-12LE	NO	N/A	YES	YES	NO	Yes	NO	YES	1
52	RIVERSIDE BLVD.	PALADIN PKWY	Diagnostic/NSM- 12	YES	MONITOR	YES	NO	NO	NO	NO	YES	4
53	RIVERSIDE BLVD.	PAVILLION	EDI/SSM-12	NO	N/A	YES	YES	NO	NO	NO	YES	2
54	RIVERSIDE BLVD.	SINKIAWICK- LIVE OAK	EDI/SSM-12LE	NO	N/A	YES	YES	NO	NO	YES	YES	4

55	ROCKTON RD	I-90 RAMP(East of Bdg)	EDI/SSM-12LE	YES	Pro-Video VM-1401C	YES	NO	YES	NO	YES	YES	2
56	ROCKTON RD	I-90 RAMP (West of Bdg)	EDI/SSM-12LE	YES	Pro-Video VM-1401C	YES	NO	YES	NO	YES	YES	2
57	ROCKTON RD	WILLOW BROOK RD.	EDI/SSM-12LE	NO	N/A	YES	YES	NO	NO	YES	YES	4
58	ROSCOE RD.	MEADOWSWEET LN.	EDI/SSM-12LE	NO	N/A	YES	YES	YES	NO	YES	YES	1
59	SPRINGFIELD AVE.	AUBURN RD	EDI/SSM-12LE	YES	JVC	YES	NO	YES	NO	YES	YES	4
60	SPRINGFIELD AVE.	CUNNINGHAM RD	EDI/SSM-12LE	NO	NA	YES	YES	NO	Yes	YES	YES	4
61	SPRINGFIELD AVE.	LOWES	EDI/SSM-12LE	NO	NA	YES	YES	NO	NO	YES	YES	4
62	SPRINGFIELD AVE.	MONTAGUE RD	EDI/SSM-12LE	NO	NA	YES	NO	NO	Yes	YES	YES	4
63	SPRINGFIELD AVE.	PRESTON ST.	EDI/SSM-12LE	NO	NA	YES	YES	NO	NO	YES	YES	4
64	SPRING CREEK RD.	ASHWIN DR.	EDI/SSM-12LE	NO	N/A	YES	YES	YES	NO	YES	NO	0
65	SPRING CREEK RD.	BELL SCHOOL RD.	EDI/SSM-12	NO	N/A	YES	NO	YES	NO	NO	NO	0
66	BAUER PKWY	VICTORY LANE	EDI/	YES		YES	NO	YES	NO	YES	NO	0
67	BAXTER ROAD	IL-251				YES	NO	YES	NO	No	Yes	4



# Resolution Executive Summary

**Prepared By:** Winnebago County Highway Department

**Committee:** Public Works Committee

**Committee Date:** Tuesday, June 16, 2026

**Resolution Title:** (26-029) Resolution Authorizing the Purchase of Two Plow/Dump Truck Chassis

**Board Meeting Date:** Thursday, June 25, 2026

**Budget Information:**

<b>Was item budgeted</b>	Yes (FY 2027)	<b>Appropriation Amount:</b> \$ 269,636
<b>If not, explain funding source:</b>		
<b>ORG/OBJ/Project Code:</b>	461-46430	<b>Budget Impact:</b> \$ 269,636 (FY 2027)

**Background Information:**

We have to plan two to three years in advance, from ordering chassis to delivery of complete trucks. This resolution is for 2 single axle chassis, which should be received in the fall of 2026. In a few months the Highway dept. will request bids for the bodies (plows, boxes, spreaders, etc.) which, by current supply and demand, will not be ready until the summer of 2028.

The Highway Department currently has 28 plow trucks. Once we receive the new trucks, the same quantity of older equipment is sold via auction.

**Recommendation:**

Staff recommends approval.

**Contract/Agreement:**

Contract to be signed after County Board approval.

**Legal Review:**

By the State Attorney's office.

**Follow-Up:**

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

**26-CR-XXX**

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

**RESOLUTION AUTHORIZING THE PURCHASE OF  
TWO PLOW/DUMP TRUCK CHASSIS**

**WHEREAS**, the Highway Department as part of its fleet maintenance program replaces plow/dump trucks on a regular basis; and

**WHEREAS**, the Highway Department currently maintains a fleet of 16 Kenworth, 8 Peterbilt and 4 International trucks; and

**WHEREAS**, the Code of Ordinances for the County of Winnebago, Illinois, provides as in Section 2-357 (b) (1), 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**, quotes were received under the Sourcewell Cooperative Joint Purchasing agreement for government bids from CIT Trucks, Loves Park IL; JX Peterbilt, Rockford IL, as shown in the summary in Exhibit A and in the detailed bids in exhibits B, and C; and

**WHEREAS**, local supplier, CIT Trucks, the low bidder, sells Kenworth truck chassis under the Sourcewell cooperative joint purchasing agreement, contract # 032824-KTC; and

**WHEREAS**, the Public Works Committee of the County Board for the County of Winnebago, Illinois has reviewed the quotes submitted for plow/dump truck chassis and recommends awarding the bids as follows:

**CIT Trucks, LLC  
4301 N. Bell School Rd  
Loves Park, IL 61111**

**WHEREAS**, the Public Works Committee has determined that funding for the aforementioned purchase be included in the FY 2027 Budget under 46100-46430.

**NOW, THEREFORE, BE IT RESOLVED**, by the County Board of the County of Winnebago, Illinois that the County Board Chairman is authorized to execute, on behalf of the County of Winnebago, a purchase order with CIT Trucks, LLC, 4301 N Bell School Rd, Loves Park, IL 61111 for two hundred and sixty-nine thousand and six hundred thirty-six dollars (\$269,636) for two (2) Kenworth Chassis Model T480;

**BE IT FURTHER RESOLVED**, that any contract entered into by the County Board Chairman pursuant to the authority granted by this resolution shall contain substantially the same terms as those contained in the quotes attached.

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

Respectfully submitted  
PUBLIC WORKS COMMITTEE

AGREE

DISAGREE

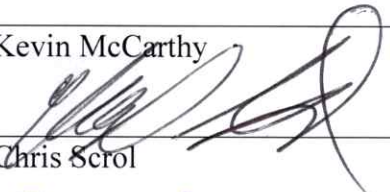


\_\_\_\_\_  
Dave Tassoni, Chairman

\_\_\_\_\_  
Dave Tassoni, Chairman

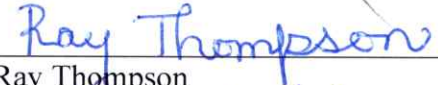
\_\_\_\_\_  
Kevin McCarthy

\_\_\_\_\_  
Kevin McCarthy



\_\_\_\_\_  
Chris Scrol

\_\_\_\_\_  
Chris Scrol



\_\_\_\_\_  
Ray Thompson

\_\_\_\_\_  
Ray Thompson



\_\_\_\_\_  
Jim Webster

\_\_\_\_\_  
Jim Webster

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

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

ATTEST:

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

## EXHIBIT "A"

### Winnebago County Highway Department

#### Plow/Dump Truck Chassis (2 Each)

Vendor	CIT Kenworth	JX Peterbilt
Make/ Model	Kenworth T480	Peterbilt 548
Year	2027	2027
Purchase Price (each)	\$ 134,818.00	\$ 138,553.63

Note: Lakeside International was not able to provide truck chassis with 9L engine for 4<sup>th</sup> quarter 2026



CIT TRUCKS - ROCKFORD (C260)  
 4301 N. BELL SCHOOL ROAD  
 LOVES PARK, Illinois 61111

WINNEBAGO COUNTY HIGHWAY DEPT  
 424 NORTH SPRINGFIELD AVENUE  
 ROCKFORD, Illinois 61101  
 United States of America

## Exhibit B

Anthony Strand  
 Cell Phone:  
 Office Phone: 815-639-2000  
 Email: astrand@cittrucks.com

Andy Pirrello  
 Email: apirrello@hwy.wincoil.gov

## Vehicle Summary

	Unit	Chassis	
Model:	T480 Series Conventional	Fr Axle Load (lbs):	20000
Type:	Full Truck	Rr Axle Load (lbs):	23000
Description 1:	27 WinCo T480 Sngle R1	G.V.W.R. (lbs):	43000
Description 2:	PX9 370 / 3k RDS / 23k / 86CT / Q4 (EPA) SW 1.26	G.C.W. (lbs):	43000
	<b>Application</b>	Road Conditions:	
Intended Serv.:	Snowplow: Vehicles which are configured	Class A (Highway)	89
Commodity:	Rock	Class B (Hwy/Mtn)	10
	<b>Body</b>	Class C (Off-Hwy)	1
Type:	End Dump	Class D (Off-Road)	0
Length (ft):	10	Maximum Grade:	6
Height (ft):	10	Wheelbase (in):	156
Max Laden Weight (lbs):	5000	Overhang (in):	65
	<b>Trailer</b>	Fr Axle to BOC (in):	69.5
No. of Trailer Axles:	0	Cab to Axle (in):	86.5
Type:		Cab to EOF (in):	151.5
Length (ft):	0	Overall Comb. Length (in):	285
Height (ft):	0	<b>Special Req.</b>	
Kingpin Inset (in):	0	U.S. Domestic Registry, 50-state.	
Corner Radius (in):	0		
	<b>Restrictions</b>		
Length (ft):	75		
Width (in):	102		
Height (ft):	13.5		

Approved by: \_\_\_\_\_

Date: \_\_\_\_\_

Note: All sales are F.O.B. designated plant of manufacture.

Price Level: January 1, 2026  
 Deal: 27 WinCo T480 Sngle R1  
 Printed On: 5/26/2026 2:23:28 PM

100% Complete

Date: May 26, 2026  
 Quote Number: QUO-1183472-S9Y9L5



Sales Code	Std/Opt	Description	\$ List	Weight
<b>Model</b>				
0000480	S	T480 Series Conventional	127,078	10,386
0071001	O	T480 Vocational Hood	0	0
0072000	O	Chassis Operation Will Not Incl. Stationary application. Stationary operation is defined as running the engine under load while stationary at a substantial fraction of engine gross horsepower (60% or greater) for an extended period of time (longer than 5 - 10 minutes).	0	0
0080101	O	CARB Low NOX Omnibus Registration Guidelines Dealer/Customer acknowledges that this vehicle is NOT intended for registration or domicile/primary use in the State of California.	0	0
0080314	O	EPA Clean Idle Label - PACCAR PX Engines	36	0
0090161	O	T480 Single Rear	0	0
0096040	U	Flatbed. <i>Narr Adding trailer type so spec will complete, same as 243619</i>	0	0
0098413	O	State of Registry: Illinois	0	0
<b>Engine &amp; Equipment</b>				
0130226	O	PACCAR PX-9 370 370@1600 1250@1200, 2024 With Turbo Exhaust Brake (VGT Brake) N09420 C333 0.....Reserve Speed Limit Offset ( N09380 C334 0.....Maximum Cycle Distance (C334 N09360 C400 252...Reserve Speed Function Reset N09200 C399 100...Standard Maximum Speed Limit N09400 C401 10.....Maximum Active Distance (C40 N09220 C402 0.....Expiration Distance (C402) N09540 C395 0.....Expiration Distance (C395) N09260 C121 68....Max Vehicle Speed in Top Gea N09440 C234 YES...Engine Protection Shtdwn N09460 C231 NO....Gear Down Protection N09580 C133 5.....Idle Shtdwn Time N09680 C233 NO....Idle Shtdwn Override N09480 C132 1400..Max PTO Speed N09300 C128 68....Max Cruise Control Speed N09500 C239 NO....Cruise Control Auto Resume N09520 C238 NO....Auto Engine Brake in Cruise N09780 C190 80....High Ambient Temperature Thr N09740 C188 40....Low Ambient Temperature Thre N09760 C189 60....Intermediate Ambient Tempera N09720 C382 YES...Enable Hot Ambient Automatic N09600 C396 YES...Enable Impending Shutdown Wa N09620 C397 60....Timer For Impending Shutdown N09640 C206 35....Engine Load Threshold N09560 C225 YES...Enable Idle Shutdown Park Br	8,568	0

Price Level: January 1, 2026  
 Deal: 27 WinCo T480 Sngle R1  
 Printed On: 5/26/2026 2:23:28 PM

100% Complete

Date: May 26, 2026  
 Quote Number: QUO-1183472-S9Y9L5



Sales Code	Std/Opt	Description	\$ List	Weight
1000046	O	EPA Emissions Compliant Engine	0	0
1000151	S	PremierSpec	0	0
1000170	O	Enable Engine Regeneration in PTO Mode Cummins	0	0
1000243	O	Gearing Analysis: Performance power before economy results.	0	0
1000254	O	Customer's Typical Operating Spd: 65 MPH	0	0
1000344	O	EWI Tracking - A2 Engine Module Chassis	0	0
1000526		RegistrationYear Year of Registration: 2026	0	0
1000684	O	Effective VSL Setting NA	0	0
1000858	O	Engine Idle Shutdown Timer Disabled	0	0
1000859	O	Enable EIST Ambient Temp Override	0	0
1000891	O	Eff EIST NA Expiration Miles Use only with MX and Cummins engines	0	0
1002060	S	Air Compressor: Cummins 18.7 CFM - Cummins and PX	0	0
1041399	S	Air Cleaner: MD Composite Engine Mounted	0	0
1093120	O	Inside/Outside Air Intake for Engine Mounted Air Cleaner	922	16
1105232	O	Fan Hub: Horton Variable Speed For use with PX engines, L9N or B6.7N natural gas engines on 2.1M only.	702	0
1121234	O	Cooling Module: 2.1M MD Vocational Hood, Clog Resistant, 1000 Square Inches	549	10
1247263	O	EXH: Single Can 2024 RH Under with RH Side-of-Cab Vertical Tailpipe	1,229	0
1290124	O	Tailpipe: 5 in. single 24 in. 45 degree curved.	163	6
1321102	S	Fuel Filter: PACCAR 2.1M MD for PX-7 or PX-9 Fuel/water separator for 2021 and later engines.	0	0
1321205	O	Run Aid:Fuel Heat *For Fuel Filter	41	0
1321305	O	Start Aid:12V Heat *For Fuel Filter	22	1
1500029	O	Kenworth Fuel Cooler Required for Cummins engines with a single fuel tank. Required for PACCAR MX-13 engine with a single fuel tank and stationary use: High RPM, low vehicle speed, sustained for longer than 1 hour. Optional for all other applications.	238	0
1504006	O	Block Heater: PACCAR 750 watt 120V for PX-7	26	2

Price Level: January 1, 2026  
Deal: 27 WinCo T480 Sngle R1  
Printed On: 5/26/2026 2:23:28 PM

100% Complete

Date: May 26, 2026  
Quote Number: QUO-1183472-S9Y9L5



Sales Code	Std/ Opt	Description	\$ List	Weight
		and B6.7N. 1000 watt for PX-9 and ISL9 Engines.		
1509058	O	Fuel Tank Heater: Single Arctic Fox W/ Thermostat	577	0
1816200	O	Alternator: SEG 200 amp, Brush Type Formerly Bosch.	-101	0
1821210	O	Batteries: 3 PACCAR GP31 Threaded Post (700-730) 2100-2190 CCA dual purpose.	172	62
1836106	S	Mitsubishi 105P55 12V Starter with Cummins and PX PACCAR 12 volt electrical system. W/ centralized power distribution incorporating plug-in style relays. Circuit protection for serviceability, 12- volt light system w/circuit protection circuits number & color coded. Only for Cummins or PX engines.	0	0
1840065	S	12V Low Voltage Disconnect for Battery Protection	0	0
1840066	O	Cab Power Cutoff SW on Cab Floor NFPA Compliant - Engine Shut off. Includes gauge.	350	2
1901018	S	Remote PTO/Throttle, 12-Pin, 250K, Back of Cab OR Back of Sleeper, J1939, Remote Control Provision	0	0
1901084	O	Body Builder Battery Power Prewire	54	0
<b>Transmission &amp; Clutch</b>				
2011613	O	Transmission: Allison 3000RDS 6-speed, With PTO drive gear. 6th Generation controls. Includes heat exchanger & oil level sensor. Rugged Duty Series for vocational applications. Requires a push button shift control code. Oil temperature gauge is standard on class 8 models. Transynd transmission fluid is standard on all Allison 1000, 2000, 3000 & 4000 series transmissions.	9,508	443
2406452	O	Driveline: 2 Dana SPL170XL 1 Centerbearing	441	16
2409941	S	One Heavy-Duty One-Piece Aluminum Crossmember This option upgrades an existing crossmember. The cost does not include the centerbearing and bracket. Crossmember location will be in accordance with Kenworth engineering standards, using the major components specified on the DTPO.	0	0
2410018	O	Torque Converter Included W/ Allison Transmission.	0	0
2410153	O	Push Button Shifter Controls, Center Console Mounted for Allison Transmission. 2.1m Medium Duty only.	0	0
2410204	O	Allison Fuel Sense: Delete	0	0
2410244	O	J1939 Park Brake Auto Neutral	0	0
2410310	O	Allison Neutral at Stop	0	0
2410426	U	Allison RDS Package 223 <i>Narr Allison RDS Package 223</i>	0	0
2429378	O	C/I Transmission PTO in the LH Mounted position (8 o'clock) for Allison 3000 & 4000 transmissions.	42	0
2460069	O	Transmission Cooler: Automatic Transmission	1,257	38

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Sales Code	Std/ Opt	Description	\$ List	Weight
For use with 2.1M MD with Vocational Hood. Includes cooler protector.				
<b>Front Axle &amp; Equipment</b>				
2506181	O	Dana Spicer D2000 Front Axle rated 20K standard track.	2,022	147
2601612	O	Front Brakes: Bendix HP-ES 16.5X6, Max Cap 22K.	429	0
2690035	O	Front Brake Drum: 22K 16.5x6 in. cast.	39	104
2702020	O	Front Hubs Iron Hub Pilot 20,000 lbs. 10 Bolt 16.5x6in. or 7in. or air disc brakes. 10 Bolt, 11-1/4 in. bolt circle. Consider Wheelguards (5850002) with aluminum wheels.	288	80
2741970	S	ConMet PreSet Plus Hub Package; Front Axle.	0	0
2750001	S	Hubcap: Front Vented.	0	0
2765001	S	Front Auto Slack Adjuster for Drum Brakes.	0	0
2865025	O	Front Springs: Taperleaf 20K W/ Shock Absorbers w/ maintenance-free elastomer spring pin bushings.	249	99
2895305	O	Dual Power Steering Gears: 18/20K	1,167	75
2899336	O	Power Steering Cooler:Radiator Mounted Air-to-Oil	363	11
2900055	O	5 mm Front Suspension Spacer Block	0	0
2900612	O	Threaded Front Spring Bushings in Place of elastomeric.	68	0
<b>Rear Axle &amp; Equipment</b>				
3041190	O	Single Dana Spicer S23-190 Single Reduction Rear axle. Single rear axle rated at 23K.	996	71
3200557	O	Rear Axle Ratio - 5.57.	0	0
3330004	S	Single Rear Brakes 16-1/2x7 in. Bendix ES-extended service S-cam.	0	0
3392010	O	Rear Brake Drums: Cast Included W/ Axle or brake.	0	0
3401010	O	Single Rear Hubs: Aluminum Hub Pilot 23K; 11.25" bolt circle. Requires "R" series outer ends.	159	-26
3441971	S	ConMet PreSet Plus Hub Package; Single Rear Axle.	0	0
3465001	S	Single Rear Axle Automatic Slack Adjusters. For use with drum brakes.	0	0
3485007	S	Spring Brake: 3030 Long Stroke Single 3 in. travel. For drum brakes. Helps keep brakes in adjustment longer.	0	0
3495226	S	Bendix 4S/4M Anti-Lock Brake System.	0	0

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# KENWORTH

Sales Code	Std/ Opt	Description	\$ List	Weight
3495561	O	Air Operated Park Brake	0	0
3531001	O	Wheel Differential Lock for Dana Spicer Axles S21-170/172, S21-190, S23-170/172, S23-190, S26-190 & S30-190; adds D to the end of the axle part number.	1,154	28
3652012	O	Rear suspension: Single Hendrickson Primaax EX262 26K, 8.5 in. ride height.	3,328	-68
3832100	O	Track Rods: Heavy Duty for Hendrickson PRIMAAX EX single. Replaces standard duty track rods.	76	12
3832320	O	Bolted Rear Suspension Crossmember for PRIMAAX EX single. Replaces medium duty standard.	0	16
<b>Tires &amp; Wheels</b>				
4030012	O	Front Tires: Goodyear Endurance WHA 315/80R22.5 20PR.	1,246	62
4238001	O	Rear Tires: Goodyear Armor Max Pro Grade MSD 11R22.5 16PR	1,680	128
4899106	S	Tire pressure monitoring system for tire/wheel count: 6.	0	0
4900004	O	Rear Tire Quantity: 4	0	0
5042311	O	Front Wheel: Accuride 29039 22.5X9 steel Steel Armor[™] powder coat, hub-pilot mount. 10000lb. maximum rating. 5-hand holes.	364	70
5242268	O	Rear Wheel: Accuride 50885 22.5x8.25 steel Steel Armor[™] powder coat, hub-pilot mount. Heavy-duty 5 hand-hole hub pilot mount. Code is priced per pair of wheels.	138	48
5853906	O	Powder Coat White Steel Wheel. Use in Conjunction with front, dual front, rear, spare or lift axle wheel code(s). All wheels on chassis must have same finish color.	0	0
5900004	O	Rear Wheel/Rim Quantity: 4	0	0
<b>Frame &amp; Equipment</b>				
6057600	O	Frame Rails: 11-5/8 x 3-7/8 x 3/8 in. Steel to 447 in. Truck frame weight is 3.80 lb.-in. per pair of rails. Section modulus is 21.43, RBM is 2,572,000 in.-lbs per rail. Frame rail availability may be restricted based upon application, axle/suspension capacity, fifth wheel setting, or component/dimensional specifications. The results of the engineering review may result in a change to the requested frame rail. If a change is required Kenworth Application Engineering will advise the dealer of the appropriate material specification for a substitute rail.	1,451	299
6302460	O	Bumper: Tapered Painted Steel Channel. Requires a bumper setting code.	601	65
6319064	O	64 in. Bumper Setting. Requires a Bumper Code.	0	0
6321010	S	Front Tow Loops: Two	0	0
6390034	O	24 in. Frame Rail Extensions. Vocational Hoods only.	359	36

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Sales Code	Std/ Opt	Description	\$ List	Weight
6391202	O	<b>Custom Frame Layout: Two Chassis</b> CFL A/T: Under battery box or Inside frame rail CFL DEF: Far forward as possible CFL A/D: Inside right frame rail near BOC CFL REF CH: 243622 CFL F/T: Far forward as possible	690	0
6400644	O	<b>Battery Box Cantilever Aluminum BOC with Smooth</b> natural finish aluminum cover.	542	19
6409210	O	<b>Rubber Battery Pad in Bottom of Battery Box.</b> For cantilever-style or between the rails battery boxes.	22	2
6409902	O	<b>Battery Box Location: RH Side.</b>	89	0
6451125	S	<b>DPF/SCR Box Natural End Plates and Natural</b> cover.	0	0
6490139	S	<b>Heavy-Duty One-PC Aluminum Intermediate/ Fill-In</b> crossmember.	0	0
6490433	S	<b>Heavy-Duty 5-Piece Rear Cab Support, Hucked</b> assembly. Huck fastened to frame.	0	0
6497030	O	<b>Second Clear Frame Space Dimensioned from Back of</b> Cab.	0	0
6497105	O	<b>First - LH Outside and LH Below Rail Only.</b> Clear frame space area. Does not include fasteners or piping. Requires a supplemental length and location code. Sales tool graphics do not depict interference between requested location and other frame-mounted components. The actual chassis layout will be determined at time of engineering.	0	0
6497114	O	<b>Second - RH Outside and RH Below Rail Only.</b> Clear frame space area. Does not include BOC crossmember, fasteners or piping. Requires a supplemental length and location code. Sales tool graphics do not depict interference between requested location and other frame-mounted components. The actual chassis layout will be determined at time of engineering.	0	0
6497207	O	<b>Directly Forward of the Rear Suspension/ Quarter</b> fender. First clear frame space location.	0	0
6497340	O	<b>First - 40 in. Clear Frame Space Length.</b> The impact to other frame-mounted components will be determined at time of engineering.	0	0
6497528	O	<b>Second - 28 in. Clear Frame Space Length.</b> The impact to other frame-mounted components will be determined at time of engineering.	0	0
6499006	O	<b>Second clear space starting 6 in. behind cab</b>	0	0
6679858	O	<b>Final End-of-Frame Cut-Off Dimension Will be</b> modified to 51 in. to 55 in.	0	0
6700005	U	<b>Drop-Type Crossmember Below Frame Pintle Hook;</b>	1,569	155
6721102	S	<b>Rear Mudflap Arms: Betts B-25 Standard-Duty,</b> straight. Includes B1732 mounting brackets as standard.	0	0
6722000	S	<b>Rear Mudflap Shields: White Plastic Antisail W/</b>	0	0

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Sales Code	Std/Opt	Description	\$ List	Weight
Kenworth logo.				
<b>Fuel Tanks &amp; Equip</b>				
7140070	O	70 US Gallon D-Shape Rectangular Aluminum Under fuel tank, replace. With non-slip step.	169	23
7722170	S	Small DEF Tank, 5.5 Gallons.	0	0
7889208	O	DEF to fuel fill ratio between 1.25:1 and 2:1.	0	0
7889606	O	DEF Tank Location is LH Under Cab.	0	0
7920070	O	Location: 70 gal fuel tank LH under cab	0	0
<b>Cab &amp; Equipment</b>				
8024311	S	Cab: Stamped Aluminum with Curved Windshield LED markers. Requires separate roof code.	0	0
8090153	O	Hood: Sloped Vocational w/ Stationary Grille w/ Chrome Crown	1,755	-24
8108002	O	Fine Particulate Filter for Cabin Air HVAC system. To provide extra filtration in high dust applications. Cabin airflow is reduced with this additional filter. *Cannot be used with code 8108003.	35	0
8108011	S	Cab HVAC - Day Cab and 40 in. Sleeper System With Defrost, A/C, and 48,000 BTU/hr Heater. Includes automatic temperature control with one touch defrost operation and dash mounted cab temperature and solar intensity sensors. Pleated fresh air filter and cabin recirculation air filter standard. The Kenworth HVAC system is designed to provide optimal heating and cooling in all operating environments without need for additional insulation. Cab HVAC without sleeper heater AC is available with 40in sleeper.	0	0
8201047	O	Kenworth Smartwheel: 18 in. Non-Leather With Integrated Radio and Cruise Controls.	143	0
8201200	S	Adjustable Telescoping Tilt Steering Column.	0	0
8203060	O	5 Sets of Keys. Replaces Standard 2 Sets of Keys.	34	0
8203191	O	Customer Specified Tumbler P/N. All Chassis keyed alike if applicable. Includes ignition, cab doors & if applicable, sleeper tool box door. 2.1m models. G key will not work on new P lock and ignition.	347	0
<i>Narr P0727</i>				
8203196	U	Dash Mounted Compact Trailer Brake Valve. <i>Narr like 243619-243622</i>	0	0
8205067	O	Controls on Dash for Trailer Dump Gate. Includes piping & indicator light. * T680/T880 available with speed interlock (8208603)	63	0
8205087	O	Auto Suspension Dump W/PTO Engagement Interlock. This feature automatically dumps air from the truck suspension when any PTO is engaged. The intent of this feature is to deflate the air	66	2

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# KENWORTH

Sales Code	Std/Opt	Description	\$ List	Weight
		suspension air bags while the load is raised to help alleviate any imbalance or instability that can occur with the air bags inflated.		
8205135	O	Information for Customer-Installed PTO Muncie 10-bolt.	0	0
8205177	O	Dash Switch: 1st Allison MTD PTO Electric switch and wiring are F/I.	167	0
8208486	O	Three Spare Switches: Wired to Power. EOF Wire termination.	111	0
8209999	O	Spare Power Wiring For Customer Installed Devices Behind Dash Cluster. Includes 2 batt, 2 ign, 1 acc, 1 LVD at 20A each.	91	2
8222400	O	Gauge: DD Virtual Gauge - Air Suspension Pressure 1	77	0
8222409	O	Gauge: DD Virtual Gauge - Air Filter Restriction	0	0
8222411	O	Gauge: DD Virtual Gauge - Eng Pto Hour	36	0
8222413	O	Gauge: DD Virtual Gauge - Manifold Pressure Boost	0	0
8222414	O	Gauge: DD Virtual Gauge - Engine Percent Torque	0	0
8222418	O	Gauge: DD Virtual Gauge - Engine Hours Instrument Cluster	0	0
8222419	O	Gauge: DD Virtual Gauge - Volts Instrument Cluster	0	0
8222712	O	Gauge: Fuel Filter Restriction Gauge.	137	0
8226667	O	Gauge: Oil Temperature Gauge Transmission.	58	0
8282024	S	Main Instrument Package: 7" Digital Display Cluster. Includes Physical (Analog): Speedometer, Tachometer, Oil Pressure, and Coolant Temp; and Digital: Fuel Level #1, DEF Level, DPF Filter Status, Fuel Economy, Volts Telltale, OAT and Primary Air Pressure, Secondary Air Pressure, and Air Application for air brake trucks.	0	0
8330591	S	Interior Trim Package: 2.1M MD Gray Foam Backing/Cloth Headliner W/Gray Sunvisor & Seat Color Three Underdash Center Console Cupholders (Two If Allison Transmission Is Selected).	0	0
8410122	O	Driver Seat: KW Air Seat HB Vinyl w/ Dual Armrests/Susp Cover	201	0
8480202	O	Rider Seat: KW Toolbox Seat HB Vinyl w/o Armrests	12	0
8490161	O	Seat Color: Black Replacing Standard Gray	0	0

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# KENWORTH

Sales Code	Std/ Opt	Description	\$ List	Weight
8570011	O	Low Profile Roof Interior Overhead Storage	193	0
8601432	O	Kenworth Radio DEA710 AM/FM/WB/USB, Bluetooth	405	0
8698965	O	Speaker Package For Cab: (2) Speakers B-Pillar	62	0
8699900	O	Metal Ground Plate: Two-Way Radio. For customer-installed antenna located in center of cab roof.	97	2
8699934	O	CB Installation Kit: C/I Center Mtd of Header w/ Single Antenna on LH Mirror, low mount.	178	0
8700196	S	Turn Signal: Self-Cancelling	0	0
8700283	S	LH and RH Trip Ledge Rain Deflectors	0	0
8700601	S	Global Telematics Unit	0	0
8702232	S	Sensata Tire pressure monitoring system Requires 48991XX tire/wheel count code for sensors.	0	0
8800261	O	Long Grabhandle RH Side Mounted to Side-of-Cab exhaust. NFPA Compliant.	72	0
8800382	O	Grabhandle: LH SOC Non-Slip Ergonomic Grab Handle Mounted To The Left Hand Exterior Of The Cab For Entry and Exit. NFPA Compliant.	139	3
8800402	S	Dual Cab Interior Grabhandles: A Pillar Mounted Dash Wrap and B Pillar Mounted Grabhandles	0	0
8832113	S	Kenworth Daylite Door With Standard LH/RH electric door locks and LH/RH electric window controls.	0	0
8841411	S	Single Air Horn Under Cab.	0	0
8850139	S	Look-Down, Pass. Door, Black 11x6	0	0
8850842	S	Mirror Shell: Dual Aero In-Mold Black	0	0
8860852	O	Mirror: Dual KW Aero Rear View Motor, heated with Integral CX.	99	0
8871447	O	Rear Cab Stationary Window with Dark Tint 19in x 36in.	56	0
8890038	O	3.5in x 11.5in Plastic Records Holder: Mounted On Rear Cab Panel. Not available With Sleeper Or 2 Person Bench Seat.	54	0
8890101	S	One-Piece Bonded-In Windshield With Curved Glass. Standard.	0	0
8890356	O	4 1/4" Molded Wheelwell Fender Extension.	227	0
8890874	O	Kenworth Cab Air Suspension.	167	0
8891009	O	Thermal/Sound Insulation Package	270	0
8891012	S	Roof: Low Profile Stamped Steel	0	0

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Sales Code	Std/ Opt	Description	\$ List	Weight
<b>Lights &amp; Instruments</b>				
9010813	O	Headlamps: Single Halogen Complex Reflector w/ Turn Indicator, Reflector and w/o DRL. Fender Mtd.	0	0
9010951	O	Daytime Running Lamps Located in Bumper. Driven by Chassis Height.	303	3
9022137	S	Marker Lights: Five Rectangular LED.	0	0
9030051	U	LED Stop,Turn,Tail: With One	0	0
9080135	O	Stainless Steel Brackets, Switch & Wiring: Customer-installed dual beacon lights mounted over door of cab.	262	4
9090049	O	Omit Brake Light with Engine Brake. Can only be selected when chassis also has engine brake. Cannot be used with options to delete engine brake.	0	0
9090058	O	Switch & Wiring: For Customer-Installed Plow light. Includes circuit breaker.	158	0
9090142	O	Wiring Only: For Customer-Installed Backup alarm.	58	0
9090151	O	Wiring:Cust. Install Trlr Elec. Brake Controller. Class 8/T4 Content Includes Dash Signals: Ignition Power (20A), Ground, Stop Lamp and Electric Trailer Brake Controller Wired To EOF Junction Box. These Signals Are Located Near The NavPlus HD Area. No Need To Code For An Additional End of Frame Junction Box. EOF Junction Box Signals Are: Ground, Tail Lamp, Marker Lamp, Left Turn, Right Turn, Stop Lamp and Electric Trailer Brake Controller Wired To Dash. Medium Duty (not T4) Content Includes A MP 280 Series Connector In Dash Near Driver Door Connections With Signals: Battery Power (40A), Ground, Stop Lamp and Electric Trailer Brake Controller Wired To Chassis Connector. Medium Duty (not T4) 2 Way Deutsch Chassis Connector Located Near Back of Cab, With Signals: Ground and Electric Trailer Brake Controller Wired To Dash Connector.	213	4
9090302	O	Junction Box: Mounted Behind Cab or Sleeper Not Mounted at End of Frame.	136	1
9090312	O	Body Builder Lighting Harness Coiled End Of Frame For Additional Customer Installed Exterior Lighting. Harness Includes Circuits for Additional Customer Installed Tail Lamps, Turn Lamps, Stop Lamps, and Marker Lamps.	165	0
9090849	O	Polyswitches Replacing Fuses. Switch Will automatically reset after removal of excess load.	42	0
<b>Air Equipment</b>				
9101219	O	Air Dryer: Bendix AD-HF Extended Purge Heated With Puraguard	30	0
9108001	S	Moisture Ejection Valve W/ Pull Cable Drain.	0	0
9110020	U	Full Truck Kit Narr 9110020 Full Truck Kit like 243619-243622	966	15
9140020	S	Nylon Air Tubing In Frame & Cab, Excluding Hoses subject to excessive heat or flexing.	0	0

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Sales Code	Std/Opt	Description	\$ List	Weight
9140254	O	<b>Locate Air Dryer Inside RH Rail BOC.</b> This code requires the use of a custom frame layout code.	0	0
9140288	O	<b>Air Tanks: Clear of Transmission Area.</b> This code requires the use of a custom frame layout code.	0	0
9140328	U	<b>Trailer ABS Electric Supply Through SAE J560</b> <i>Narr like 243619-243622</i>	0	0
<b>Extended Warranty</b>				
9200008	S	<b>Base Warranty - PACCAR PX-9 Engine</b> 24 months / 250,000 miles / 402,336 km / 6250 hours.	0	0
9200022	O	<b>Base Warranty - Standard Service Medium Duty</b> 12 months / Unlimited miles & km	0	0
9202448	O	<b>PACCAR EW: PX-9 Protect Plan 1 EPA24</b> 5YR/100K (160,935KM). Each code registered between 366 and 546 days after the vehicles in-service date will be subject to a \$400 late fee. Coverage cannot be added after 200K MI or 545 days past the in-service date.	2,190	0
9202460	O	<b>PACCAR EW: Aftertreatment PX-9 Use W/ PP1 EPA24</b> 5YR/100K (160,935KM). Each code registered between 366 and 546 days after the vehicles in-service date will be subject to a \$400 late fee. Coverage cannot be added after 200K MI or 545 days past the in-service date.	1,115	0
9202539	O	<b>EW: US Basic Vehicle 7 year/200,000 miles,</b> United States Only.	2,354	0
9212661	O	<b>TruckTech+ RD - 5YR Sub PACCAR PX Engines</b>	799	0
9220001	O	<b>Base Warranty: Emissions</b> 5YR/100K MI	0	0
<b>Miscellaneous</b>				
9409852	O	<b>GHG Secondary Manufacturer: Does Not Apply</b>	0	0
9490003	O	<b>Additional Lead Time Required for Off Highway &amp; /or specialty component truck.</b>	0	0
9490206	O	<b>Warning Triangle Reflector Kit: Shipped Loose.</b> Kit consists of 3 triangles in plastic carrying case. Not floor mounted.	58	4
9490404	O	<b>One 5 lb. Dry Chemical Type Fire Extinguisher</b> mounted outboard of driver seat. Class ABC.	136	11
9490645	O	<b>Zinc Phosphate Frame Rail Paint Processing.</b> Requires frame rail code. Code is for 1 pair of rails.	314	0
9491652	S	<b>EMUX Architecture</b>	0	0
<b>Promotions</b>				
9511431	O	<b>Model Year 2026 Engine</b>	0	0
<b>Paint</b>				
9700000	O	<b>Paint Color Number(s).</b>	0	0

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Sales Code	Std/ Opt	Description	\$ List	Weight
		N9702 A - L0006 WHITE		
		N9770 BUMPER N0001 BLACK		
		N9720 FRAME N0001 BLACK		
9943014	O	Steel Bumper Painted Frame Color	0	0
9943048	O	Day Cab Bulk Paint	0	0
9943050	S	Day Cab Standard Paint	0	0
9944820	S	1 - Color Paint - Day Cab Color will be White if no other color is specified.	0	0
9965510	S	Base Coat/ Clear Coat. The Kenworth Color Selector contains additional instructions, as well as information on Kenworth paint guidelines and surface finish applications. Kenworth is standard with Dupont Imron Elite paint.	0	0

**Special Requirements**

- Special Requirement 1 0098025
- Special Requirement 2
- Special Requirement 3
- Special Requirement 4

**Fuel Efficiency Score:**

**Order Comments**

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Total Weight (lbs)

12,465

Any price increase as the result of force majeure, rising costs of components (including but not limited to material shortages) or government tariffs are not included in the quoted price and will be the financial responsibility of the customer.

### Prices and Specifications Subject to Change Without Notice.

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Unpublished options may require review/approval.

Dimensional and performance data for unpublished options may vary from that displayed in CRM.

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#### **PRICING DISCLAIMER**

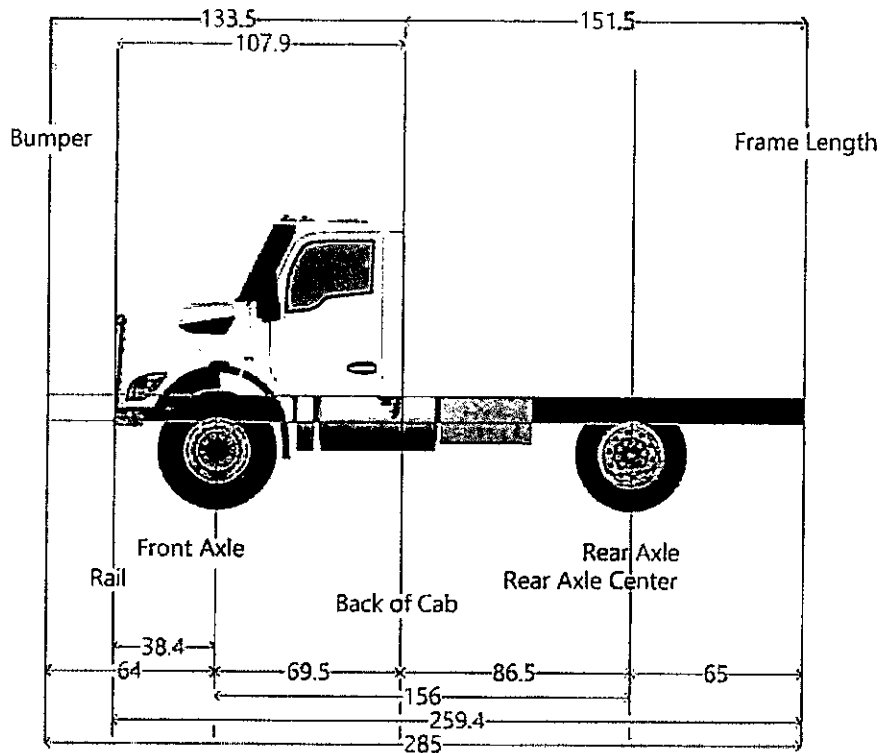
*While we make every effort to maintain the web site to preserve pricing accuracy, prices are subject to change without notice. Although the information in this price list is presented in good faith and believed to be correct at the time of printing, we make no representations or warranties as to the completeness or accuracy of this information. We reserve the right to change, delete or otherwise modify the pricing information which is represented herein without any prior notice. We carefully check pricing specifications, but occasionally errors can occur, therefore we reserve the right to change such prices without notice. We disclaim all liability for any errors or omissions in the materials. In no event will we be responsible for any damages of any nature whatsoever from the reliance upon information from these materials. Please check your order prebills to confirm your pricing information*

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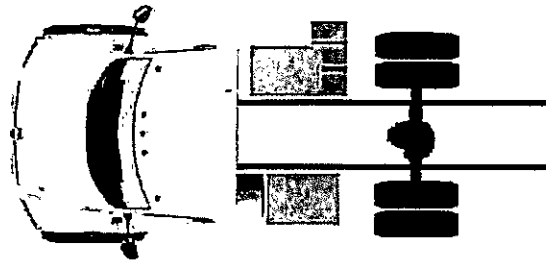
Date: May 26, 2026  
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## HORIZONTAL DIMENSIONS



Dimension	Measurement	Start	End
Axle Spacing	0	156	156
Bumper to Back of Cab	133.5	-64	69.5
Bumper to Front Axle	64.0	-64	0
Bumper to Front Frame	25.6	-64	-38.4
Cab to End of Frame	151.5	69.5	221
Cab to Rear Axle	86.5	69.5	156
Effective Bumper to Back Of Cab	133.5	-64	69.5
Frame Length	259.4	-38.4	221
Front Axle to Back of Cab	69.5	0	69.5
Front of Frame to Axle	38.4	-38.4	0
Load Space	151.5	69.5	221
Overall Length	285.0	-64	221
Overhang	65.0	156	221
Pusher Offset #1	0.0	156	156
Pusher Offset #2	0.0	156	156
Pusher Offset #3	0.0	156	156
Tag Offset	0.0	156	156
Wheelbase	156	0	156

FRAME LAYOUT



**Note:** Optional content may be displayed. The order has not yet received an engineering review. The actual arrangement of components may not be exactly as pictured. Additional changes may be made to the layout by Kenworth. Add a Custom Frame Layout code if an exact layout is required.

**Selected Options (Wheelbase: 156)**

Sales Code	Description	Length	Side
6497340	First - 40 in. Clear Frame Space Length.	40	Left
6497528	Second - 28 in. Clear Frame Space Length.	28	Right
7140070	70 US Gallon D-Shape Rectangular Aluminum Under	45.5	Left
7722170	Small DEF Tank, 5.5 Gallons.	6.6	Left
6400644	Battery Box Cantilever Aluminum BOC with Smooth	18.2	Right
9101219	Air Dryer: Bendix AD-HF Extended Purge Heated	??	??



# Exhibit C\_1

Peterbilt Illinois-Joliet (P128)  
535 East S. Frontage Rd  
Bolingbrook, Illinois 60440

## Vehicle Summary

Unit		Chassis	
Model:	Model 548	Fr Axle Load (lbs):	20000
Type:	Full Truck	Rr Axle Load (lbs):	20000
Description 1:	Winnebago	G.V.W.R. (lbs):	40000
Description 2:	548 TA Plow Rev 4 7	G.C.W. (lbs):	66000
<b>Application</b>		<b>Road Conditions:</b>	
Intended Serv.:	Snowplow	Class A (Highway)	90
Commodity:	Other Commodity	Class B (Hwy/Mtn)	10
<b>Body</b>		Class C (Off-Hwy)	0
Type:	End Dump	Class D (Off-Road)	0
Length (ft):	13	Maximum Grade:	6
Height (ft):	10.5	Wheelbase (in):	170
Max Laden Weight (lbs):	1000	Overhang (in):	63
<b>Trailer</b>		Fr Axle to BOC (in):	69.5
No. of Trailer Axles:	0	Cab to Axle (in):	100.5
Type:		Cab to EOF (in):	163.5
Length (ft):	0	Overall Comb. Length (in):	273
Height (ft):	0	<b>Special Req.</b>	
Kingpin Inset (in):	0		
Corner Radius (in):	0		
<b>Restrictions</b>			
Length (ft):	40		
Width (in):	102		
Height (ft):	13.5		

Approved by: \_\_\_\_\_

Date: \_\_\_\_\_

Note: All sales are F.O.B. designated plant of manufacture.

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Sales Code	Std/ Opt	Description	\$ List	Weight
<b>Base Model</b>				
0005481	S	<b>Model 548</b> The Model 548 meets and exceeds the demands of Class 8 specialty application markets that require a rugged workhorse for durability and a wide range of optional content. The Model 548 is available in configurations with a GVW from 33,001 to 66,000 lbs. to suit most vocational applications. The 548 also offers all-wheel-drive. From construction and crane service to utility and delivery services in Class 8 markets, the 548 is in a class of its own.	127,020	10,860
0091200	S	<b>Other Commodity</b>	0	0
0093150	O	<b>Snowplow</b> Truck which is configured for mounting a snowplow to the front. May also have dump or other body.	0	0
0095170	O	<b>End Dump</b>	0	0
0098170	S	<b>United States Registry</b> Canadian Registry Package Requires Air Conditioning Excise Tax Canada, Speedometer to be KPH ip0 MPH, Daytime Running Lights and Rubber Battery Pad in Bottom of Battery Box.	0	0
<b>Configuration</b>				
0200700	S	<b>Not Applicable</b> Secondary Manufacturer	0	0
<b>Frame &amp; Equipment</b>				
0519180	O	<b>11-5/8" Steel Rails to 444"</b> 11.625 x 3.874 x .375 Dimension, 2,568,000 RBM; Yield Strength: 120,000 psi. Section Modulus: 21.4 cubic inches. Weight: 1.91 lbs/inch pair	1,054	460
0611300	S	<b>Heavy Duty 5-Piece Crossmember BOC IPO Standard</b> Class 5, 6, 7	0	0
0611330	O	<b>Zinc Coated Anti Corrosion Treated Frame Rails</b> Requires Frame Rail Code. Zinc Phosphate coating will replace the standard frame rail primer and provide added corrosion prevention for your customer's operating in severe conditions or in climates where vehicle rust is common.	362	2
0611790	S	<b>Aluminum Frame Rail Crossmembers</b> Excludes suspension	0	0
0612230	O	<b>Custom Wheelbase or Overhang</b> Engineering approval may be required.	350	0
0620545	O	<b>24" Bumper Extension, W/O Adapter</b>	1,052	90
0644090	S	<b>EOF Square without Crossmember</b> End-of-frame square without crossmember. For use with body builder installed crossmember.	0	0
0651090	O	<b>Omit Rear Mudflaps and Hangers</b>	-60	-25

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<b>Front Axle &amp; Equipment</b>				
1011360	O	<b>Dana Spicer D2000F 20,000 lb, 3.5 in. Drop</b> Factory front axle alignment to improve handling & reduce tire wear. Zerk fittings on tie rod ends, king pins, & draglink ball joints for ease of maintenance & help extend service life of components. Cognis EMGARD® FE 75W-90 synthetic axle lube provides over 1% fuel economy improvement. Reduces wear & extends maintenance intervals, resulting in increased uptime. Provides improved fluid flow to protect components in extreme cold conditions & withstand the stress from high temperatures, extending component life.	2,706	148
1114030	O	<b>Taper Leaf Springs, Shocks 20,000 lb</b> Standard with Heavy Resistance Shocks.	296	118
1243050	O	<b>Power Steering Sheppard HD94 Dual Gear</b> For use with 16,000 to 20,000 lb. axle ratings.	1,160	80
1250250	O	<b>Power Steering Reservoir Frame Mounted w/Cooler</b> A power steering cooler helps reduce the heat of the power steering fluid. This is commonly used with systems that may experience more stress from towing or off-road driving.	162	2
1354840	S	<b>PHP10 Iron PreSet PLUS Hubs</b> PHP10 iron PreSet PLUS hubs have a fully integrated spindle nut design, an optimized wheel spacer, magnetic fill plug on drive and trailer hubs for inspection of metal particles in lubricant, with a long life oil seal and bearings are pre-adjusted. Use with Front Axle.	0	0
1380070	O	<b>Greasable Front Spring Pins</b>	129	0
1380280	O	<b>Bendix Air Cam Front Drum Brakes 16.5x7</b> For use with 16,000 lbs to 23,000 lbs steer axles or front drive axles. Includes automatic slack adjusters & outboard mounted brake drums.	721	10
1391410	S	<b>Gusseted Cam Brackets, Steer Axle</b>	0	0
1392970	O	<b>Heavy Duty Cam Bushings, Steer Axle</b>	28	0
<b>Rear Axle &amp; Equipment</b>				
1513180	O	<b>Dana Spicer S23-190 23,000 lb</b> (120 day material lead time) Laser factory axle alignment to improve handling & reduce tire wear. Magnetic rear axle oil drain plug captures & holds any metal fragments in drive axle lube to extend service life. Parking brakes on all drive axles for optimal performance. Cognis EMGARD FE 75W-90 synthetic axle lube provides over 1% fuel economy improvement. Reduces wear & extends maintenance intervals, resulting in increased uptime. Provides improved fluid flow to protect components in extreme cold conditions & withstand the stress from high temperatures, extending component life.	1,304	14
1616300	S	<b>PHP10 Iron PreSet PLUS Hubs</b>	0	0
1680000	O	<b>OPTNL X-Long Studs for Std Whls</b> or Later Installed F/O Alum Wheels; Hub Pilotd	0	0
1680450	O	<b>Rear Brake Camshaft Reinforcement</b>	16	9

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		Rear brake camshaft reinforcement helps guard against wear and corrosion.		
1680490	O	Gusseted Cam Brackets, Drive Axle(s)	67	2
1680500	S	<b>SBM Valve</b> Full trucks require a spring brake modulation (SBM) system for emergency braking application. This system requires an SBM valve and a relay valve with spring brakes on the rear axles. The SBM valve allows the foot valve to operate the rear axle spring brakes if a failure exists in the rear air system.	0	0
1680525	O	Pneumatic Park Brake	0	0
1680550	O	Upsize Parking Brakes	64	0
1680950	S	Stability System Not Selected Or Not Available	0	0
1682430	S	Anti-Lock Braking System (ABS) 4S4M ABS-6. Includes air braking system.	0	0
1684200	S	<b>Synthetic Axle Lubricant All Axles</b> Peterbilt heavy duty models include Fuel Efficient Cognis EMGARD FE75W-90 which provides customers performance advantages over current synthetic lubricants with reduced gear wear and extended maintenance intervals, resulting in increased uptime. In addition, the lubricant provides improved fluid flow to protect gears in extreme cold conditions and withstand the stress from high temperatures, extending component life.	0	0
1687010	S	<b>Bendix Air Cam Rear Drum Brakes 16.5x7</b> Bendix Air Cam Rear Drum Brakes to fit all heavy haul, construction, refuse and highway truck and tractor applications. Includes Automatic Slack Adjusters & Outboard Mounted Brake Drums.	0	0
1688110	O	Heavy Duty Cam Bushings, Drive Axle(s)	85	0
1705570	O	Ratio 5.57 Rear Axle	0	0
1811200	O	Peterbilt Air Trac 20,000 lb Light Weight	813	85
1911330	O	<b>Steel Suspension Insert To EOF 10-3/4x3/8</b> For use with 11-5/8in frame rail	1,722	345
1920385	O	<b>Air Springs, Internal Bumpers</b> Air Trac / Air Leaf suspensions	57	0
1922260	O	<b>Dash Mtd Dump Switch with Indicator Light</b> Dash mounted dump switch with indicator light for suspension.	31	2
<b>Engine &amp; Equipment</b>				
2074809	O	<b>PACCAR PX-9 370@1900 GOV@2100 1250@1200</b> Performance (2024 Emissions)	8,512	0
		N21350 C121 64...Maximum Accelerator Pedal Ve		
		N21370 C128 64...Maximum Cruise Speed (P059)		
		N21460 C132 1400..Max PTO Speed (P046)		

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		N21520 C133 5.....Timer Setting (P030)		
		N21610 C188 39.....Low Ambient Temperature Thre		
		N21620 C189 60.....Intermediate Ambient Tempera		
		N21630 C190 80.....High Ambient Temperature Thr		
		N21550 C206 35.....Engine Load Threshold (P516)		
		N21340 C209 120...Hard Maximum Speed Limit (P1		
		N21510 C225 YES...Enable Idle Shutdown Park Br		
		N21450 C231 NO....Gear Down Protection (P026)		
		N21570 C233 NO....Idle Shutdown Manual Overrul		
		N21440 C234 NO....Engine Protection Shutdown (		
		N21480 C238 NO....Auto Engine Brake in Cruise		
		N21470 C239 NO....Cruise Control Auto Resume (		
		N21430 C333 0.....Reserve Speed Limit Offset (		
		N21410 C334 0.....Maximum Cycle Distance (N202		
		N21590 C382 YES...Enable Hot Ambient Automatic		
		N21500 C395 0.....Expiration Distance (N209)		
		N21530 C396 YES...Enable Impending Shutdown Wa		
		N21540 C397 60....Timer For Impending Shutdown		
		N21320 C399 100...Standard Maximum Speed Limit		
		N21400 C400 252...Reserve Speed Function Reset		
		N21420 C401 10....Maximum Active Distance (N20		
		N21330 C402 0.....Expiration Distance (N207)		
2091120	S	<b>EMUX Electronics Architecture</b>	0	0
2091310	O	<b>Engine Idle Shutdown Timer Disabled</b>	0	0
2091315	O	<b>Enable EIST Ambient Temp Override</b>	0	0
2091372		<b>Eff EIST NA Expiration Miles</b>	0	0
2091640		<b>Effective VSL Setting NA</b>	0	0
2092014	O	<b>Typical Operating Speed 65 MPH</b>	0	0
2092032	O	<b>Powertrain Optimized for Performance</b> Best analysis for vehicles used in vocational applications or with heavy GCWRs.	0	0
2140460	S	<b>Remote PTO/Throttle, 12-Pin, 250K BOC/BOS</b> J1939, Remote Control Provision	0	0
2140670	O	<b>EPA Emission Compliant Engine</b>	0	0
2140700	S	<b>EPA Engine Idling Compliance</b>	0	0
2513070	O	<b>200 Amp Alternator, Standard Brush</b> Bosch Long Haul Extreme, standard brush, 170-200 Amps. Dual internal cooling fans, and externally-mounted rectifier and regulator.	184	0
2521090	O	<b>Immersion Type Block Heater 110-120V</b> Standard location is left-hand under cab, Model 520 is in bumper, and for Model 220 it is at the driver step. Plug includes a weather-proof	103	2

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		cover that protects the receptacle. This pre-heater keeps the coolant in the engine block from freezing when the engine is not running.		
2522110	S	<b>PACCAR 12V Starter, N/A PACCAR MX Engines</b> PACCAR 12-volt electrical system. With centralized power distribution incorporating plug-in style relays. Circuit protection for serviceability, 12-volt light system w/circuit protection circuits number & color coded.	0	0
2538090	O	<b>3 PACCAR Premium 12V Starting Batteries 3000 CCA</b>	201	62
2539410	O	<b>Battery Jumper Terminal Mounted Under Hood</b> LH Frame Rail. Not available with PX-7 engines.	135	4
2539720	O	<b>Low Voltage Disconnect System</b>	0	0
2539840	O	<b>MD - Battery Disconnect Switch</b> Mounted on Battery Box	584	9
2621000	O	<b>2-Speed Fan Clutch For Frequent Start/Stops</b> A 2-speed fan clutch is ideal for vocational applications where the fan clutch engagement time exceeds 10% of the engine run time. When the fan clutch is disengaged, the fan still rotates at 15-25% of the engine RPM. This fan rotation provides crucial airflow to the engine and draws virtually no horsepower.	200	0
2723210	S	<b>18.7 CFM Air Compressor</b> PX-7, PX-9, L9N, and B6.7N Furnished on engine. Teflon lined stainless steel braided compressor discharge line.	0	0
2812210	S	<b>VGT Exhaust Brake</b> (Variable Geometry Turbo). Provides approximately 90-100 HP of retardation and is part of the turbocharger.	0	0
2921110	S	<b>PACCAR Fuel/Water Separator Standard Service</b> PACCAR Fuel/Water separator standard service intervals. High efficiency media protects critical engine components.	0	0
2921220	O	<b>Fuel Heat for Fuel Filter</b>	49	0
2921320	O	<b>12V Heat for Fuel Filter</b> Fuel filter heaters help ensure a seamless flow of diesel from the tank to the combustion chamber. Eliminating any possibility of moisture freezing within the fuel filter while simultaneously increasing the fuel temperature for atomization within the engine.	61	0
3010400	O	<b>Engine Protection Shutdown w/ Label</b> Includes oil pressure, oil temperature, coolant temperature, and intake manifold temperature.	6	0
3114270	S	<b>High Efficiency Cooling System</b> Cooling module is a combination of steel and aluminum components, with aluminum connections to maximize performance and cooling capability. Silicone radiator & heater hoses enhance value, durability, & reliability. Constant tension band clamps reduce leaks. Chevron Delo Extended Life Coolant (NOAT) extends maintenance intervals reducing maintenance costs. Anti-freeze effective to -30 degrees F helps protect the engine. Low coolant level sensor warns of low coolant condition to prevent engine damage. Radiator Size by Model: 520 1242 sq in, 579 1325 sq in, 535/536/537/548 949.3 sq in, 537/548 VOC 1000.3 sq in, 567 1440 sq in, 589 1604 sq in.	0	0

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3211140	S	(1) Air Cleaner Engine Mounted	0	0
3281290	O	Inside/Outside Air Intake Cab mounted controls	783	2
3367160	O	Exhaust Single RH Side of Cab DPF/SCR RH Under Cab, Single Module	1,087	40
3381770	O	Curved Tip Standpipe(s)	42	1
3387610	O	18" Ht, 5" Dia Chrome, Clear Coat Standpipe(s)	151	0
<b>Transmission &amp; Equipment</b>				
4052920	O	Allison 3000 RDS-P Transmission, Gen 6 Rugged Duty Series	9,116	459
4211000	O	SPL170 HD-XL Driveline, 1 Midship Bearing	505	20
4230080	O	PTO F/O Chelsea	0	0
4233910	O	(1) Dash Mounted Single Acting EOH PTO Control Electric-over-hydraulic, spec'ing PTO switch does not ensure the PTO will fit. Sends signal to Allison to engage PTO.	110	1
4240020	O	Automatic Transmission Oil Cooler Vocational Hood Only	1,068	13
4250320	U	Programming Allison Snowplow	0	0
4252170	O	Auto Neutral Activates With Parking Brake Auto Neutral helps improve jobsite safety by reducing the possibility of the truck moving due to throttle application.	17	0
4252890	O	Allison FuelSense Not Desired Dynamic Shift Sensing	0	0
4252940	O	Allison Neutral At Stop Neutral at Stop features and benefits: Reduces or eliminates the load on the engine when vehicle is stopped, can help lower fuel consumption and CO2 emissions, and is included in FuelSense 2.0 Plus and Max packages only.	0	0
4256640	O	Allison 6-Speed Configuration, Close Ratio Gears 3000 Series Transmissions.	0	0
4256920	O	Dash Mounted Push Button Shifter Available with Allison transmissions	573	3
4257110	O	LH Mounted Trans PTO Provisions	42	0
<b>Air &amp; Trailer Equipment</b>				
4510210	O	Bendix AD-HF EP Air Dryer, Heater Coalescing filter, extended purge. Bendix AD-HF air filters protects the life of your engine system and components. Proven PuraGuard oil coalescing technology in the the air dryer cartridge. This oil coalescing filter ensures the removal of oil and oil aerosols before they can contaminate the moisture removing desiccant.	242	0

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4520420	O	Pull Cords All Air Tanks	5	0
4540420	S	Nylon Chassis Hose	0	0
4543320	S	<b>Steel Painted Air Tanks</b> All air tanks are steel with painted finish except when Code 4543330 Polish Aluminum Air Tanks is also selected (then exposed air tanks outside the frame rails will be polished aluminum). Peterbilt will determine the optimal size and location of required air tanks. Narratives requesting a specific air tank size or location will not be accepted for factory installation. See ECAT to determine number or location of air tanks installed.	0	0
4543390	O	<b>High Mount Air Tanks BOC/BOS Where Possible</b> Subject to frame review	0	0
4611930	O	<b>Body Connections 5' BOC</b> Junction box contains light and power circuits for body connections located 5' from back-of-cab	106	4
4612900	O	<b>AE Connection EOF, 7-Way Socket, Connection EOF</b> Strapped to the rail	503	15
4613300	O	<b>Body Connection w/(1) Trucklite Junction Box</b> LH EOF	184	9
<b>Tires &amp; Wheels</b>				
5008040	O	<b>FF: AP 20ply 315/80R22.5 EnduTrax MA</b>	905	78
5108020	O	<b>RR: AP 16ply 11R22.5 EnduCombi RD CS</b>	748	100
5190004	O	<b>Code-rear Tire Qty 04</b>	0	0
5210550	O	<b>FF: Accur Stl Armor 29039PK 22.5X9.00</b> PHP10-5 Hand Holes	362	78
5311010	O	<b>RR: Accur Stl Armor 51422PK 22.5X8.25</b> PHP10-2 hand holes.	34	12
5390004	O	<b>Code-rear Rim Qty 04</b>	0	0
<b>Fuel Tanks</b>				
5584100	O	<b>D-Shaped Aluminum 70 Gallon Fuel Tank LH U/C</b> Non-slip step LH under cab	79	0
5602070	O	<b>Location LH U/C 70 Gallon</b>	0	0
5652900	O	<b>DEF Tank Mounted LH Under Cab</b>	58	0
5652980	S	<b>DEF To Fuel Ratio Between 1:1 And 2:1</b>	0	0
5653270	O	<b>Fuel Tank Drain Plug</b>	0	0
5655019	S	<b>DEF Tank Small, HD 14 Gal 2.1M MD 5.5 Gal</b>	0	0

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<b>Battery Box &amp; Bumper</b>				
6010780	O	Aluminum Space Saver Battery Box RH BOC Battery access from side	887	-84
6040550	S	Aftertreatment Aluminum Non-Slip Cab Entry Aftertreatment right-hand under cab step. DPF/SCR for diesel engines, catalyst for natural gas engines. On Models 579 specifying chassis fairings, the box is aerodynamic.	0	0
6121770	O	Steel Bumper Tapered Painted Two tow points, painted same color as frame. ***Warning*** Due to a new legal regulations, all New Medium Duty trucks require headlights to be located in the bumper when the chassis height is GREATER than the following chassis height:  Measurement to bottom of frame at front of frame: for the 107 Aero Hood 32.6, for the 109 Aero Hood 31.4, for the 109 Vocational Hood 26.7. Work with applications if your chassis height is unacceptable.	930	40
<b>Cab &amp; Equipment</b>				
6510170	O	109" Fepto Hood w/Stationary Grille, 3pc Metton	5,653	15
6540160	O	Thermal Insulation Package in Cab The thermal insulation package is designed to make the cab thermally efficient in extreme temperatures. The model 520 adds insulation surrounding the doghouse to reduce engine heat transmitted to the cab.	0	0
6800180	O	Hood Crown - Bright Finish ipo Molded Gray	110	-6
6914180	S	Sears Driver Seat	0	0
6924180	S	Sears Passenger Seat	0	0
6930580	O	Drivers Armrests - LH & RH	56	4
6930800	O	Black Seat Color IPO Standard Color	0	0
6939110	S	Toolbox Under Passenger Seat Non-Suspension Seat	0	0
6939400	S	Air Ride Driver	0	0
6939420	O	High Back Driver	44	0
6939470	S	Vinyl Driver	0	0
6939510	S	Non-Air Ride Passenger	0	0
6939520	O	High Back Passenger	8	0
6939570	S	Vinyl Passenger	0	0

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7000055	O	Flat Roof Overhead Storage	192	0
7000065	O	Metal Interior Door Panel Kick Plates	47	2
7001520	S	Adjustable Steering Column - Tilt/Telescope	0	0
7001620	S	Steering Wheel With Peterbilt Logo Steering Wheel with embossed Peterbilt logo over horn button.	0	0
7036140	S	Probilt Interior Charcoal Gray - Flat Roof	0	0
7110680	O	Exterior Cab Entry Grabhandle Textured; NFPA compliant. Available on Day Cab specifications only.	197	0
7210420	O	Dark Window Tint IPO Standard Tint - Day Cab	22	0
7210540	S	Day Cab Rear Window Day cab rear window flush to back of cab.	0	0
7210550	S	1-Piece Glass Rear Cab Window Fixed	0	0
7230060	S	1-Piece Curved Windshield	0	0
7230360	S	Power Door Locks and Power Window Lifts Standard	0	0
7322010	S	Combo Fresh Air Heater/Air Conditioner With radiator mounted condenser, dedicated side window defrosters, Bi-Level Heater/Defroster Controls, 54,500 BTU/HR, and silicone heater hoses.	0	0
7330880	O	Additional Fine Particulate Filter For HVAC Syst 3 micron filtration. For use in extreme high dust applications. Not available with Ember filter 7330890.	18	1
7510070	S	Aero Rear View Mirror Housing, Molded Black	0	0
7514010	O	Peterbilt Aero Rear View Mirror, Motorized Includes top mirror with motorized, adjustable dual axis heated glass. Bottom mirror is an integrated convex surface. Includes black textured arms with breakaway feature.	403	3
7514050	S	Look Down Mirror Over Passenger Door with Black Housing	0	0
7610500	S	Air Horn Mounted Under Cab	0	0
7722120	O	ConcertClass, AM/FM, Weatherband, 3.5 Aux	347	11
7725710	O	Standard Speaker Package For Cab (2) Speakers	54	4
7728030	O	Radio Mute When In Reverse For automatic or automated transmission	0	0
7728040	O	Bluetooth Phone and Audio Requires USB Port	55	0
7728050	O	USB Port	38	0

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Sales Code	Std/Opt	Description	\$ List	Weight
7788335	S	Global Telematics Hardware	0	0
7851480	S	Peterbilt Electric Windshield Wipers With Intermittent Feature.	0	0
7852020	O	Cab Air Suspension	178	15
7900090	O	Triangle Reflector Kit, Ship Loose Florescent triangle emergency road flares are designed to meet and exceed all DOT standards.	33	13
7900310	O	Fire Extinguisher, Mounted Outboard Driver Seat Hazmat approval UL listed/rated ABC	66	9
7900401	O	Cruise Control Inactive With Wipers On	0	0
7900560	O	Exterior Audible Alarm, Park Brake Not Set With door open; city horn.	23	0
7901130	O	Backup Alarm (107 DB)	35	3
8011850	O	Transmission Oil Temperature (Main) Located in Digital Cluster Display.	36	0
8021530	O	Air Suspension Pressure 1 Gauge 52mm round, backlit. Physical gauges must be ordered in pairs and are limited to a total of 6.	74	0
8021800	O	Air Filter Restriction Pressure Gauge Located in Digital Cluster Display	137	0
8022160	O	Fuel Filter Restriction Gauge 52mm Round, backlit. Physical gauges must be ordered in pairs and are limited to a total of 6. If this option is selected on a truck with VMUX electrical architecture, the gauge will be included in the digital display.	168	0
8041200	O	Dual Scale Speedometer MPH Over KPH	0	0
8070110	O	(5) Additional Dash Switches with Wiring Located on dash panel C. Availability subject to dash space. Includes 4" 14 gauge wire with butt splice at rear of each additional switch.	244	2
8070250	O	Switch & Wiring For F/O Snow Plow Light Install. Switch and wiring for furnished by owner snow plow light installation, J168 on chassis harness.	200	0
8070390	O	Engine Hourmeter Gauge Located in Digital Cluster Display	0	0
8070450	O	Engine PTO Hourmeter Gauge Located In Digital Cluster Display	0	0
8070810	O	Engine Manifold Pressure (Turbo Boost) Located in Digital Cluster Display	0	0
8070820	O	Engine Percent Torque Located in Digital Cluster Display	0	0
8070860	S	Main Instrumentation Panel Digital Cluster 7" Display includes: Physical (Analog) - Speedometer, Tachometer, Oil Pressure, Coolant Temp and Display Gauges - Fuel	0	0

Price Level: January 1, 2026

100% Complete

Date: May 07, 2026

Deal: Winnebago

Quote Number: QUO-1209396-P1C4Z9

Printed On: 5/7/2026 8:57:30 AM



Sales Code	Std/Opt	Description	\$ List	Weight
		Level, DEF Level, DPF Filter Status, Fuel Economy, Volts Telltale, OAT and Primary Air Pressure, Secondary Air Pressure for air brake trucks.		
8070940	O	<b>Voltmeter Gauge (MD/520 Only)</b> Located in Digital Cluster Display	0	0
8071900	O	<b>Manifold Pressure Gauge</b> 52mm Round, backlit. Physical gauges must be ordered in pairs and are limited to a total of 6. If this option is selected on a truck with VMUX electrical architecture, the gauge will be included in the digital display.	62	2
8073160	O	<b>Override Switch For Fan Clutch</b>	37	0
8111110	S	<b>Headlights Composite Fender Mounted</b> Integral DRL/Park, Turn, and Side Marker	0	0
8120980	S	<b>(5) Marker Lights, Aero LED</b> Standard Black Housing. Chrome Housing available with Sun Visor.	0	0
8133450	O	<b>(2) Brackets F/O Beacon/Strobe, Roof Mounted</b> (2) brackets for furnished by owner beacon / strobe lights roof mounted. Located above each door toward rear, includes switch and wiring.	291	4
8134160	S	<b>Self-Canceling Turn Signal</b>	0	0
8134180	O	<b>Daytime Running Lights, Mounted in Bumper</b> Driven by chassis height	358	0
8140080	S	<b>LED Stop/Turn/Tail/Backup</b> Bracket mounted left-hand / right-hand end of frame	0	0
8140850	S	<b>Moveable EOF Crossmember For Mounting Tail Lights</b> Square end of frame with or without end of frame crossmember	0	0
<b>Paint</b>				
8500710	S	<b>Standard Paint Color Selection</b>	-200	0
8530770	S	<b>(1) Color Axalta Two Stage - Cab/Hood</b> Base Coat/Clear Coat N85020 A - L0006EY WHITE N85700 BUMPER L0001EA BLACK N85500 CAB ROOF L0006EY WHITE N85300 FENDER L0006EY WHITE N85200 FRAME L0001EA BLACK N85400 HOOD TOP L0006EY WHITE	0	0
<b>Shipping Destination</b>				
<b>Options Not Subject To Discount</b>				
9400091	S	<b>Peterbilt Class 7 Standard Coverage</b> 1 year/Unlimited Miles/km	0	0
9400094	S	<b>PACCAR PX-9 Standard Coverage</b> 2 yrs/250,000 mi (402,336 km)/6,250 hrs	0	0
9408634	O	<b>SmartLINQ RD - 5YR Sub</b> PACCAR PX Engines	799	0
9408703	O	<b>Base Warr: Emissions 5YR/100K MI</b>	0	0

Price Level: January 1, 2026

100% Complete

Date: May 07, 2026

Deal: Winnebago

Quote Number: QUO-1209396-P1C4Z9

Printed On: 5/7/2026 8:57:30 AM



Sales Code	Std/ Opt	Description	\$List	Weight
9408982	O	<b>Vehicle Layout</b> Option is not subject to discount. Fleets will be split prior to build so that the charge is applied to only one unit. Quotes will not reflect this.	1,500	0
<b>Miscellaneous</b>				
9409046	O	<b>109" Stationary Grille Hood (MODEL 548)</b>	0	0
9409063	O	<b>State Of Registry: Illinois</b>	0	0
9409641	O	<b>Model Year 2026 Engine</b>	0	0
9409749	O	<b>2024 Series Emissions Engine</b>	0	0
9409843	O	<b>Peterbilt Sourcewell Program Code</b> Applicable with Marketing Programs Only. No CAR allowed	0	0
9480251	O	<b>Basic Vehicle Medium Duty U.S. (5/Unlimited)</b> 5 Years / Unlimited mi	3,059	0
9487640	O	<b>PACCAR Protection Plan 1 (5/150) EPA</b> 2024 Series Px-9 5Yr/150K Mi 241,402 Km	2,630	0
9487664	O	<b>PACCAR Aftertreatment (5/150) EPA</b> 2024 Series Px-9 5Yr/150K Mi 241,402 Km	1,310	0

**Promotions**

**Special Requirements**

- Special Requirement 1 0098170
- Special Requirement 2
- Special Requirement 3
- Special Requirement 4

**Fuel Efficiency Score:**

**Order Comments**

Price Level: January 1, 2026  
 Deal: Winnebago  
 Printed On: 5/7/2026 8:57:30 AM

100% Complete

Date: May 07, 2026  
 Quote Number: QUO-1209396-P1C4Z9



Total Weight (lbs)

13,152

Any price increase as the result of force majeure, rising costs of components (including but not limited to material shortages) or government tariffs are not included in the quoted price and will be the financial responsibility of the customer.

**Prices and Specifications Subject to Change Without Notice.**

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Unpublished options may require review/approval.

Dimensional and performance data for unpublished options may vary from that displayed in CRM.

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**PRICING DISCLAIMER**

*While we make every effort to maintain the web site to preserve pricing accuracy, prices are subject to change without notice. Although the information in this price list is presented in good faith and believed to be correct at the time of printing, we make no representations or warranties as to the completeness or accuracy of this information. We reserve the right to change, delete or otherwise modify the pricing information which is represented herein without any prior notice. We carefully check pricing specifications, but occasionally errors can occur, therefore we reserve the right to change such prices without notice. We disclaim all liability for any errors or omissions in the materials. In no event will we be responsible for any damages of any nature whatsoever from the reliance upon information from these materials. Please check your order prebills to confirm your pricing information*

Price Level: January 1, 2026  
Deal: Winnebago  
Printed On: 5/7/2026 8:57:30 AM

100% Complete

Date: May 07, 2026  
Quote Number: QUO-1209396-P1C4Z9



# Resolution Executive Summary

**Prepared By:** Winnebago County Highway Department

**Committee:** Public Works Committee

**Committee Date:** Tuesday, June 16, 2026

**Resolution Title: (26-030)** Resolution Authorizing the Award of Bid for the Second Phase of Pecatonica Road Rehabilitation (Section 26-00000-04-GM)

**Board Meeting Date:** Thursday, June 25, 2026

**Budget Information:**

<b>Was item budgeted</b>	Yes	<b>Appropriation Amount:</b>	\$ 1,031,184.66
<b>If not, explain funding source:</b>			
<b>ORG/OBJ/Project Code:</b>	464- 46330	<b>Budget Impact:</b>	\$ 1,031,184.66

**Background Information:**

Two bids were received for the resurfacing of Pecatonica Road from Edwardsville Road (in the town of Seward) to 12<sup>th</sup> Street (in village of Pecatonica). Motor Fuel Tax to be used. By previous contracts, the shoulders were widened and paved and pipe culverts were replaced.

**Recommendation:**

Staff recommends approval.

**Contract/Agreement:**

Contract to be signed after County Board approval.

**Legal Review:**

By the State Attorney's office.

**Follow-Up:**

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

**26-CR-XXX**

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

**RESOLUTION AUTHORIZING THE AWARD OF BID FOR  
SECOND PHASE OF PECATONICA ROAD REHABILITATION  
(SECTION: 26-00000-04-GM)**

**WHEREAS**, the Winnebago County Highway Department plans to resurface Pecatonica Road from Edwardsville Road in the town of Seward to 12<sup>th</sup> Street in the Village of Pecatonica; and

**WHEREAS**, in connection with said project, two bids were received for the second phase consisting of shoulder widening and resurfacing, as shown on the attached bid tab, at the Winnebago County Highway Department on June 9, 2026 for Section 26-00000-04-GM with the low bid being from Rock Road Companies Inc. in the amount of \$1,031,184.66; and

**WHEREAS**, it would be in the public interest to award this project to the low bidder Rock Road Companies Inc. in the amount of \$1,031,184.66.

**NOW THEREFORE BE IT RESOLVED** by the County Board of the County of Winnebago, Illinois that the low bid received on June 9, 2026 for Section 26-0000-04-GM from Rock Road Companies Inc. in the amount of \$1,031,184.66 is hereby awarded, and that the County Board Chairman is authorized to execute on behalf of the County of Winnebago a contract with Rock Road Companies Inc. for the above noted work; and

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

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

**Respectfully submitted**  
**PUBLIC WORKS COMMITTEE**

**AGREE**

**DISAGREE**



\_\_\_\_\_  
Dave Tassoni, Chairman

\_\_\_\_\_  
Dave Tassoni, Chairman


\_\_\_\_\_  
Kevin McCarthy

\_\_\_\_\_  
Kevin McCarthy



\_\_\_\_\_  
Chris Scrol

\_\_\_\_\_  
Chris Scrol



\_\_\_\_\_  
Ray Thompson

\_\_\_\_\_  
Ray Thompson



\_\_\_\_\_  
Jim Webster

\_\_\_\_\_  
Jim Webster

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

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

ATTEST:

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



Local Public Agency: COUNTY WINNEBAGO  
 County: WINNEBAGO  
 Section: 26-00000-04-GM

Date: 6/9/2026  
 Time: 11:00 AM  
 Appropriation: MFT

Pecatonica Road Resurfacing  
 Tabulation of Bids

Item No.	Item	Unit	Quantity	Name of Bidder		Address of Bidder		Proposer's Guarantee		Terms:		Bid Bond		Bid Bond		Bid Bond		Bid Bond	
				Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total		
20290100	FACILITY MAINTENANCE	CY	1.00	\$ 225.00	\$ 225.00	\$ 184.00	\$ 184.00	\$ 184.00	\$ 184.00	\$ 184.00	\$ 184.00	\$ 184.00	\$ 184.00	\$ 184.00	\$ 184.00	\$ 184.00	\$ 184.00	\$ 184.00	\$ 184.00
20290600	EXCAVATION	UNIT	105.00	\$ 166.15	\$ 17,445.75	\$ 133.00	\$ 13,965.00	\$ 133.00	\$ 13,965.00	\$ 133.00	\$ 13,965.00	\$ 133.00	\$ 13,965.00	\$ 133.00	\$ 13,965.00	\$ 133.00	\$ 13,965.00	\$ 133.00	\$ 13,965.00
35100300	AGGREGATE	SY	4.00	\$ 165.00	\$ 660.00	\$ 144.00	\$ 576.00	\$ 144.00	\$ 576.00	\$ 144.00	\$ 576.00	\$ 144.00	\$ 576.00	\$ 144.00	\$ 576.00	\$ 144.00	\$ 576.00	\$ 144.00	\$ 576.00
35600270	ROAD WIDENING	SY	1,395.00	\$ 32.01	\$ 44,655.05	\$ 28.51	\$ 39,720.53	\$ 28.51	\$ 39,720.53	\$ 28.51	\$ 39,720.53	\$ 28.51	\$ 39,720.53	\$ 28.51	\$ 39,720.53	\$ 28.51	\$ 39,720.53	\$ 28.51	\$ 39,720.53
40601700	ROAD PATCH	POUND	47,065.00	\$ 0.42	\$ 19,868.10	\$ 0.10	\$ 4,706.50	\$ 0.10	\$ 4,706.50	\$ 0.10	\$ 4,706.50	\$ 0.10	\$ 4,706.50	\$ 0.10	\$ 4,706.50	\$ 0.10	\$ 4,706.50	\$ 0.10	\$ 4,706.50
40601900	ROAD PATCH	FT	31,597.00	\$ 2.44	\$ 77,096.68	\$ 3.13	\$ 98,898.61	\$ 3.13	\$ 98,898.61	\$ 3.13	\$ 98,898.61	\$ 3.13	\$ 98,898.61	\$ 3.13	\$ 98,898.61	\$ 3.13	\$ 98,898.61	\$ 3.13	\$ 98,898.61
40602000	ROAD PATCH	TON	5.00	\$ 223.66	\$ 1,118.30	\$ 150.00	\$ 750.00	\$ 150.00	\$ 750.00	\$ 150.00	\$ 750.00	\$ 150.00	\$ 750.00	\$ 150.00	\$ 750.00	\$ 150.00	\$ 750.00	\$ 150.00	\$ 750.00
40602100	ROAD PATCH	SF	1,034.00	\$ 12.00	\$ 12,408.00	\$ 11.90	\$ 12,304.60	\$ 11.90	\$ 12,304.60	\$ 11.90	\$ 12,304.60	\$ 11.90	\$ 12,304.60	\$ 11.90	\$ 12,304.60	\$ 11.90	\$ 12,304.60	\$ 11.90	\$ 12,304.60
40602200	ROAD PATCH	TON	7,142.00	\$ 84.84	\$ 605,927.28	\$ 99.90	\$ 713,485.80	\$ 99.90	\$ 713,485.80	\$ 99.90	\$ 713,485.80	\$ 99.90	\$ 713,485.80	\$ 99.90	\$ 713,485.80	\$ 99.90	\$ 713,485.80	\$ 99.90	\$ 713,485.80
40602300	ROAD PATCH	TON	399.00	\$ 201.15	\$ 80,258.85	\$ 196.00	\$ 78,404.00	\$ 196.00	\$ 78,404.00	\$ 196.00	\$ 78,404.00	\$ 196.00	\$ 78,404.00	\$ 196.00	\$ 78,404.00	\$ 196.00	\$ 78,404.00	\$ 196.00	\$ 78,404.00
42400200	ROAD PATCH	SF	456.00	\$ 15.00	\$ 6,840.00	\$ 19.00	\$ 8,664.00	\$ 19.00	\$ 8,664.00	\$ 19.00	\$ 8,664.00	\$ 19.00	\$ 8,664.00	\$ 19.00	\$ 8,664.00	\$ 19.00	\$ 8,664.00	\$ 19.00	\$ 8,664.00
42400300	ROAD PATCH	SF	72.00	\$ 50.00	\$ 3,600.00	\$ 44.00	\$ 3,168.00	\$ 44.00	\$ 3,168.00	\$ 44.00	\$ 3,168.00	\$ 44.00	\$ 3,168.00	\$ 44.00	\$ 3,168.00	\$ 44.00	\$ 3,168.00	\$ 44.00	\$ 3,168.00
48102100	ROAD PATCH	TON	867.00	\$ 6.00	\$ 5,202.00	\$ 7.60	\$ 6,588.00	\$ 7.60	\$ 6,588.00	\$ 7.60	\$ 6,588.00	\$ 7.60	\$ 6,588.00	\$ 7.60	\$ 6,588.00	\$ 7.60	\$ 6,588.00	\$ 7.60	\$ 6,588.00
63500105	ROAD PATCH	EA	4.00	\$ 30.00	\$ 120.00	\$ 34.30	\$ 137.20	\$ 34.30	\$ 137.20	\$ 34.30	\$ 137.20	\$ 34.30	\$ 137.20	\$ 34.30	\$ 137.20	\$ 34.30	\$ 137.20	\$ 34.30	\$ 137.20
64200108	ROAD PATCH	FT	31,577.00	\$ 150.00	\$ 4,736.55	\$ 225.00	\$ 7,103.53	\$ 225.00	\$ 7,103.53	\$ 225.00	\$ 7,103.53	\$ 225.00	\$ 7,103.53	\$ 225.00	\$ 7,103.53	\$ 225.00	\$ 7,103.53	\$ 225.00	\$ 7,103.53
67100100	ROAD PATCH	LSUM	1.00	\$ 15.92882	\$ 15.92882	\$ 88,700.00	\$ 88,700.00	\$ 88,700.00	\$ 88,700.00	\$ 88,700.00	\$ 88,700.00	\$ 88,700.00	\$ 88,700.00	\$ 88,700.00	\$ 88,700.00	\$ 88,700.00	\$ 88,700.00	\$ 88,700.00	
78000200	ROAD PATCH	FT	917,995.00	\$ 0.60	\$ 550,797.00	\$ 0.75	\$ 688,496.25	\$ 0.75	\$ 688,496.25	\$ 0.75	\$ 688,496.25	\$ 0.75	\$ 688,496.25	\$ 0.75	\$ 688,496.25	\$ 0.75	\$ 688,496.25	\$ 0.75	\$ 688,496.25
78000650	ROAD PATCH	FT	479.00	\$ 1.30	\$ 622.70	\$ 1.80	\$ 862.20	\$ 1.80	\$ 862.20	\$ 1.80	\$ 862.20	\$ 1.80	\$ 862.20	\$ 1.80	\$ 862.20	\$ 1.80	\$ 862.20	\$ 1.80	\$ 862.20
82020108	ROAD PATCH	FT	927.00	\$ 3.90	\$ 3,635.70	\$ 4.50	\$ 4,178.10	\$ 4.50	\$ 4,178.10	\$ 4.50	\$ 4,178.10	\$ 4.50	\$ 4,178.10	\$ 4.50	\$ 4,178.10	\$ 4.50	\$ 4,178.10	\$ 4.50	\$ 4,178.10
84100300	ROAD PATCH	SF	272.00	\$ 200.00	\$ 54,400.00	\$ 156.00	\$ 42,432.00	\$ 156.00	\$ 42,432.00	\$ 156.00	\$ 42,432.00	\$ 156.00	\$ 42,432.00	\$ 156.00	\$ 42,432.00	\$ 156.00	\$ 42,432.00	\$ 156.00	\$ 42,432.00
90120097	ROAD PATCH	SY	4.00	\$ 0.68	\$ 2.72	\$ 0.67	\$ 2.68	\$ 0.67	\$ 2.68	\$ 0.67	\$ 2.68	\$ 0.67	\$ 2.68	\$ 0.67	\$ 2.68	\$ 0.67	\$ 2.68	\$ 0.67	\$ 2.68
90120100	ROAD PATCH	FT	18,663.00	\$ 112.00	\$ 2,089,236.00	\$ 78.00	\$ 1,455,654.00	\$ 78.00	\$ 1,455,654.00	\$ 78.00	\$ 1,455,654.00	\$ 78.00	\$ 1,455,654.00	\$ 78.00	\$ 1,455,654.00	\$ 78.00	\$ 1,455,654.00	\$ 78.00	\$ 1,455,654.00
90120200	ROAD PATCH	EA	1.00	\$ 3,600.00	\$ 3,600.00	\$ 1,650.00	\$ 1,650.00	\$ 1,650.00	\$ 1,650.00	\$ 1,650.00	\$ 1,650.00	\$ 1,650.00	\$ 1,650.00	\$ 1,650.00	\$ 1,650.00	\$ 1,650.00	\$ 1,650.00	\$ 1,650.00	
90120300	ROAD PATCH	LSUM	1.00	\$ 4,000.00	\$ 4,000.00	\$ 13,500.00	\$ 13,500.00	\$ 13,500.00	\$ 13,500.00	\$ 13,500.00	\$ 13,500.00	\$ 13,500.00	\$ 13,500.00	\$ 13,500.00	\$ 13,500.00	\$ 13,500.00	\$ 13,500.00	\$ 13,500.00	
90120400	ROAD PATCH	SY	3,865.00	\$ 2.08	\$ 8,038.40	\$ 7.70	\$ 29,780.50	\$ 7.70	\$ 29,780.50	\$ 7.70	\$ 29,780.50	\$ 7.70	\$ 29,780.50	\$ 7.70	\$ 29,780.50	\$ 7.70	\$ 29,780.50	\$ 7.70	\$ 29,780.50
90120500	ROAD PATCH	LSUM	1.00	\$ 1,099.00	\$ 1,099.00	\$ 9,800.00	\$ 9,800.00	\$ 9,800.00	\$ 9,800.00	\$ 9,800.00	\$ 9,800.00	\$ 9,800.00	\$ 9,800.00	\$ 9,800.00	\$ 9,800.00	\$ 9,800.00	\$ 9,800.00	\$ 9,800.00	
90120600	ROAD PATCH	LSUM	1.00	\$ 1,031,184.66	\$ 1,031,184.66	\$ 1,214,685.62	\$ 1,214,685.62	\$ 1,214,685.62	\$ 1,214,685.62	\$ 1,214,685.62	\$ 1,214,685.62	\$ 1,214,685.62	\$ 1,214,685.62	\$ 1,214,685.62	\$ 1,214,685.62	\$ 1,214,685.62	\$ 1,214,685.62	\$ 1,214,685.62	
90120700	ROAD PATCH	LSUM	1.00	\$ 1,031,184.66	\$ 1,031,184.66	\$ 1,214,685.62	\$ 1,214,685.62	\$ 1,214,685.62	\$ 1,214,685.62	\$ 1,214,685.62	\$ 1,214,685.62	\$ 1,214,685.62	\$ 1,214,685.62	\$ 1,214,685.62	\$ 1,214,685.62	\$ 1,214,685.62	\$ 1,214,685.62	\$ 1,214,685.62	

Attended By: Nelson Hatheway & Karl Jacobson

Total Bid: \$ 1,031,184.66  
 As Read: \$ 1,031,184.66  
 As Calculated: \$ 1,214,685.62

STATE OF ILLINOIS  
**WINNEBAGO COUNTY HIGHWAY DEPARTMENT**  
PECATONICA ROAD RESURFACE  
SECTION NO.: 26-00000-04-GM

**PECATONICA ROAD RESURFACING  
(EDWARDSVILLE ROAD TO 12TH STREET)  
LOCATION MAP**



26-00000-04-GM PROJECT ENDS

26-00000-04-GM PROJECT BEGINS



PECATONICA ROAD: 26,444 FT (5.01 MI)  
WINNEBAGO COUNTY BOARD DISTRICT 1





# Resolution Executive Summary

**Prepared By:** Winnebago County Highway Department

**Committee:** Public Works Committee

**Committee Date:** Tuesday, June 16, 2026

**Resolution Title: (26-031)** Resolution Authorizing an Engineering Services Agreement with Willett Hofmann & Associates, Inc. to Extend the County's Water System Along Harrisville Road (Section 26-00757-00-MS)

**Board Meeting Date:** Thursday, June 25, 2026

**Budget Information:**

<b>Was item budgeted</b>	Yes (FY 2027)	<b>Appropriation Amount:</b> \$43,100
<b>If not, explain funding source:</b>		
<b>ORG/OBJ/Project Code:</b> 790 - 46332	<b>Budget Impact:</b> \$43,100	

**Background Information:**

This agreement is for engineering plans and permitting for an extension of the County's water main system on Harrisville Road, from Baxter Road to Rotary Road, located in New Milford. Winnebago County was allocated \$600,000.00 by coordination between the County Board Chairman's office and U.S. Senator Dick Durbin, through the EPA Community Grants Program Support FY26.

**Recommendation:**

Staff recommends approval.

**Contract/Agreement:**

Contract to be signed after County Board approval.

**Legal Review:**

By the State Attorney's office.

**Follow-Up:**

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

**26-CR-XXX**

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

**RESOLUTION AUTHORIZING A PROFESSIONAL ENGINEERING SERVICES  
AGREEMENT WITH WILLETT HOFMANN & ASSOCIATES, INC.  
TO EXTEND THE COUNTY'S WATER SYSTEM ALONG HARRISVILLE ROAD  
(SECTION 26-00757-00-MS)**

**WHEREAS**, the County of Winnebago, Illinois and the Village of New Milford entered into an Intergovernmental Agreement, hereinafter referred to as "IGA", dated June 26, 2012, along with the Village of Cherry Valley, Illinois relating to the I-39/Baxter Road Redevelopment Project Area; and

**WHEREAS**, pursuant to the terms of the IGA the County of Winnebago, Illinois formed a Waterworks System "SYSTEM" to provide water service to the Redevelopment Project Area whose boundaries are the Redevelopment Project Area; and

**WHEREAS**, also pursuant to the terms of the IGA the County of Winnebago, Illinois agreed to extend the SYSTEM within the Redevelopment Project Area from the east side of Interstate 39 to the west side; and

**WHEREAS**, Winnebago County was allocated \$600,000.00 through the EPA Community Grants Program Support FY26 for Water Main Extension; and

**WHEREAS**, Willett, Hofmann & Associates, Inc. has agreed to provide design engineering and permitting services for the construction of a water main along Harrisville Road from Baxter Road to Rotary Road on the west side of I-39 for a not to exceed price of \$43,100.00; and

**WHEREAS** it would be in the public interest to enter into the attached Agreement to provide Professional Engineering Services for the Harrisville Water Main Extension of the SYSTEM.

**NOW THEREFORE, BE IT RESOLVED** by the County Board of the County of Winnebago, Illinois that the County Board Chairman is authorized to execute on behalf of the County of Winnebago the attached Agreement in substantially the form attached hereto; and

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

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

Respectfully submitted  
PUBLIC WORKS COMMITTEE

AGREE

DISAGREE



\_\_\_\_\_  
Dave Tassoni, Chairman

\_\_\_\_\_  
Dave Tassoni, Chairman

\_\_\_\_\_  
Kevin McCarthy

\_\_\_\_\_  
Kevin McCarthy

  
\_\_\_\_\_  
Chris Scrol

\_\_\_\_\_  
Chris Scrol

  
\_\_\_\_\_  
Ray Thompson

\_\_\_\_\_  
Ray Thompson

  
\_\_\_\_\_  
Jim Webster

\_\_\_\_\_  
Jim Webster

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

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

ATTEST:

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



June 10, 2026

Mr. Sean Von Bergen  
 Winnebago County Highway Department  
 424 N. Springfield Avenue  
 Rockford, IL 61101

Re: Harrisville Road Water Main Extension  
 Engineering Proposal

Dear Sean:

In response to your request, Willett, Hofmann & Associates, Inc. (WHA) is pleased to submit the following proposal for Professional Services for your review and consideration. The scope of services described herein is based on our present understanding of the needs of the Project.

**PROJECT UNDERSTANDING:**

The Winnebago County Highway Department is proposing to construction approximately 2,500 feet of 16" water main on Harrisville Road from Baxter Road to Rotary Road.

**SCOPE OF PROFESSIONAL SERVICES:**

- Willett, Hofmann & Associates, Inc. proposes to provide the Professional Services as outlined on the attached Exhibit 1 – Scope of Professional Services.

**FEE FOR PROFESSIONAL SERVICES:**

- Willett, Hofmann & Associates, Inc. proposes to provide the Professional Services described above on an hourly basis at a cost not to exceed \$43,100.00 detailed in the table below. We estimate 195 hours of our time to complete the preliminary and design engineering services, and the geotechnical service will be performed by a subconsultant.

Engineering Agreement Fee Schedule

Services	Estimated Hours	Fee
Preliminary Engineering (WHA)	20 Hours	\$ 2,900
Design Engineering (WHA)	175 Hours	\$28,200
Geotechnical (Subconsultant)		\$12,000
Totals	195 Hours	\$43,100

**SCHEDULE OF WORK TO BE DONE:**

- The construction permit application will be ready to submit to the IEPA in 12 weeks after the engineering agreement has been executed.

809 East 2nd Street, Dixon, IL 61021 T: (815) 284-3381 F: (815) 284-3385

Mr. Sean Von Bergen  
Winnebago County Highway Department  
June 10, 2026  
Page 2 of 4

**DELIVERABLES:**

- Provide the County with five (5) copies and a pdf of the construction drawings and Project Manual.
- Provide the County with a pdf of the IEPA PWS construction permit application.
- Provide the County with a pdf of the environmental clearance letters and any tribal consultation responses.

**TERMS & CONDITIONS:**

- The attached Terms and Conditions are made a part of this Agreement. Additional Services requested above and beyond those described herein shall be provided and performed as outlined on the attached Terms and Conditions.

This proposal is valid for thirty (30) calendar days from the date of this proposal.

The proposed **scope of services** described above are negotiable, however if the proposed services and terms meet with your approval, please sign this letter agreement, and return one copy to our office.

**PROPOSAL ACCEPTED:**

I hereby authorize this work to proceed as outlined above and have read and accept the attached Terms and Conditions.

By \_\_\_\_\_

Name/Title \_\_\_\_\_

Date \_\_\_\_\_

Thank you for your interest in Willett, Hofmann & Associates, Inc. and for this opportunity to be of service. We look forward to working with you on this project. If you have any questions, please do not hesitate to call.

Sincerely,

WILLETT, HOFMANN & ASSOCIATES, INC.

BY   
Matt Hansen, P.E.

MH:lj  
Encl.

### EXHIBIT 1 - SCOPE OF PROFESSIONAL SERVICES

PROJECT: Winnebago County Highway Department  
Harrisville Road Water Main Extension

DATE: June 10, 2026

#### SCOPE OF PROFESSIONAL SERVICES:

Willett, Hofmann & Associates, Inc. proposes to provide the following engineering services:

##### Preliminary Engineering (WHA):

1. Request IDNR EcoCat clearance for endangered species and wetlands.
2. Request US Fish and Wildlife Service clearance for endangered species.
3. Request State Historic Preservation Office (SHPO) clearance. Does not include any Phase 1 archeological survey work if requested by SHPO.
4. Consult with U.S. Army Corps of Engineers on potential wetlands impacts.
5. Submit tribal consultation letters to the appropriate tribes that have historic interest in the project area. Does not include any tribe requested archeological survey work.
6. Complete the Categorical Exclusion and Extraordinary Circumstances Review form to try and obtain as Categorical Exclusion environmental review approval which is part of the EPA's NEPA environmental review process.

##### Design Engineering (WHA):

1. Provide a topographic survey of the project area.
2. Preparation of the construction drawings that will include a cover sheet, general construction notes sheet, schedule of quantities sheets, plan/profile sheets, restoration sheets, and standard construction detail sheets.
3. Preparation of a Project Manual which will include the bidding and contract documents, general conditions, and technical specifications.
4. The bidding and contract documents will include Build America, Buy America Act requirements, the American Iron and Steel (AIS) requirements, the Davis-Bacon and Related Acts, and Disadvantage Business Enterprises (DBE) requirements.
5. Preparation of the IEPA Public Water Supply construction permit application.
6. (2) project design meetings to review the construction drawings and Project Manual prior to bidding.
7. Conduct pre-bid meeting.
8. Answer contractor questions during bidding and prepare any addenda, if necessary.
9. Conduct public bid opening.
10. Prepare a bid summary and award letter.

##### Geotechnical (Subconsultant):

1. Perform (5) soil borings along new watermain alignment.
2. Prepare a geotechnical report based on the findings from the soil borings.

Mr. Sean Von Bergen  
Winnebago County Highway Department  
June 10, 2026  
Page 4 of 4

Construction Phase:

No construction phase services are included in this agreement.



## TERMS AND CONDITIONS - WINNEBAGO COUNTY HIGHWAY DEPARTMENT

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**Standard of Care:** Services provided by Willett, Hofmann & Associates, Inc., hereinafter referred to as "WHA", under this Agreement will be performed in a manner consistent with the human degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

**Additional Services:** When Additional Services beyond the defined scope are requested, an amendment will be prepared for approval by the Client prior to commencing work. Additional Services shall be performed on a time and material basis at Standard Hourly Rates in effect at the time the services are performed, or for a negotiated fee.

**Billing / Payment:** The Client agrees to pay for all services performed and all costs incurred by WHA. Invoices for services shall be submitted either upon completion of such services or on a monthly or otherwise regular or logical basis. Invoices shall be due and payable within 30 days of invoice date. Client shall notify WHA of any objections to the invoice within five (5) working days of receipt. Payment of any invoice indicates Client's acceptance of this Agreement and satisfaction with the services provided. Payment of invoices is in no case subject to unilateral discounting, back charges, or set offs by the Client, and payment is due regardless of suspension or termination of this Agreement by either party. Accounts unpaid 60 days after the invoice date may be subject to a monthly service charge on the unpaid balance. In the event that any portion of an account remains unpaid after 120 days after the invoice date, WHA may institute collection action and the Client shall pay all costs of collection, including reasonable attorney's fees.

**Termination, Suspension or Abandonment:** In the event of termination, suspension or abandonment of the project, WHA shall be equitably compensated for services performed. Either the Client or WHA may terminate this Agreement after giving no less than seven (7) days' written notice if the other party substantially fails to perform in accordance with the terms of the Agreement.

**Indemnification:** WHA agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Client, its officers, directors and employees (collectively, Client) against all damages, liabilities or costs, including reasonable attorney's fees and defense costs, to the extent caused by WHA's negligent performance of professional services under this Agreement and that of its subconsultants or anyone for whom WHA is legally liable.

The Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless WHA, its officers, directors, employees and subconsultants (collectively, WHA) against all damages, liabilities or costs, including reasonable attorney's fees and defense costs, to the extent caused by the Client's negligent acts in connection with the Project and the acts of its contractors, subcontractors or consultants or anyone for whom the Client is legally liable.

Neither the Client nor WHA shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence or for the negligence of others.

**Certification, Guarantees and Warranties:** WHA shall not be required to execute any document that would result in certifying, guaranteeing or warranting the existence of any conditions.

**Dispute Resolution:** Any claims or disputes between the Client and WHA arising out of the services provided by WHA or out of this Agreement shall be submitted to non-binding mediation. The Client and WHA agree to include a similar mediation agreement with all contractors, subconsultants, subcontractors, suppliers and fabricators, providing for mediation as the primary method of dispute resolution among all parties. The laws of the State of Illinois will govern the validity of this Agreement, its interpretation and performance. Any litigation arising in any way from this Agreement shall be brought in the courts of that State.



## TERMS AND CONDITIONS - WINNEBAGO COUNTY HIGHWAY DEPARTMENT

---

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**Project Signs:** Project signs displayed at the construction site shall include "Willett, Hofmann & Associates, Inc." as the design professional for the applicable discipline. Articles for publication regarding this project shall acknowledge Willett, Hofmann & Associates, Inc. as the design professional for the applicable discipline.

**Electronic Files:** The Client hereby grants permission for WHA to use information and data provided by the Client, including electronic background information produced or provided by the Client in the completion of the project. The Client also grants permission to WHA to release WHA's documents (including their backgrounds) electronically to consultants, contractors, and vendors as required in the execution of the project. Before release, WHA will require an executed waiver of liability for the use of any electronic documents and may charge a fee for this information.

**Limitation of Liability:** In recognition of the relative risks and benefits of the Project to both the Client and WHA, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit the liability of WHA and WHA's officers, directors, partners, employees, shareholders, owners and subconsultants for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and costs and expert witness fees and costs, so that the total aggregate liability of WHA and WHA's officers, directors, partners, employees, shareholders, owners and subconsultants shall not exceed \$100,000, or WHA's total fee for services rendered on this Project, whichever is greater. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

**Use of Documents:** Documents prepared by WHA are instruments of service for use solely with respect to the project. WHA shall retain all common law, statutory and other reserved rights, including the copyright. The Client shall not reuse or permit the reuse of WHA's documents except by mutual agreement in writing.

**Assignment:** Neither party to this Agreement shall transfer, sublet or assign any rights or duties under or interest in this Agreement, including, but not limited to, monies that are due or monies that may be due, without the prior written consent of the other party. Subcontracting to subconsultants, normally contemplated by WHA as a generally accepted business practice, shall not be considered an assignment for purposes of this Agreement.



**GENERAL RATES FOR ENGINEERING SERVICES  
(FIELD AND OFFICE)  
EFFECTIVE APRIL 1, 2026**

CLASSIFICATION OF EMPLOYEE	REGULAR HOURLY RATE		OVERTIME RATE
	From	To	
President & General Manager	\$230.00	\$350.00	Regular Rate
Principal Engineering Manager	\$180.00	\$280.00	Regular Rate
Engineering Manager	\$160.00	\$260.00	Regular Rate
Civil Engineer IV	\$140.00	\$220.00	Regular Rate
Civil Engineer III	\$140.00	\$210.00	Regular Rate
Civil Engineering Intern II	\$110.00	\$180.00	Regular Rate
Civil Engineering Intern I	\$100.00	\$170.00	Regular Rate
SPP Civil Engineer I, II, III, IV	\$100.00	\$220.00	Regular Rate
SPP Engineering Intern	\$60.00	\$100.00	Regular Rate
Principal Architectural Manager	\$170.00	\$260.00	Regular Rate
Architect Manager	\$160.00	\$250.00	Regular Rate
Architect IV	\$150.00	\$230.00	Regular Rate
Architect III	\$130.00	\$210.00	Regular Rate
Architectural Intern II	\$90.00	\$150.00	Regular Rate
Architectural Intern I	\$70.00	\$110.00	Regular Rate
SPP Architectural Intern I	\$60.00	\$100.00	Regular Rate
SPP Professional Architect I, II, III, IV	\$60.00	\$230.00	Regular Rate
Principal Prof. Land Surveyor Manager	\$140.00	\$220.00	Regular Rate
Prof. Land Surveyor Manager	\$130.00	\$210.00	Regular Rate
Prof. Land Surveyor IV	\$120.00	\$190.00	Regular Rate
Prof. Land Surveyor III	\$110.00	\$170.00	Regular Rate
Prof. Land Surveyor (SIT) II	\$100.00	\$170.00	Regular Rate
Prof. Land Surveyor (SIT) I	\$80.00	\$130.00	Regular Rate
SPP Professional Land Surveyor I, II, III, IV	\$80.00	\$190.00	Regular Rate
Survey Technician II	\$70.00	\$120.00	1.3 x Regular Rate
Survey Technician I	\$60.00	\$110.00	1.3 x Regular Rate
Technician IV	\$100.00	\$160.00	1.3 x Regular Rate
Technician III	\$90.00	\$150.00	1.3 x Regular Rate
Technician II	\$80.00	\$130.00	1.3 x Regular Rate
Technician I	\$70.00	\$120.00	1.3 x Regular Rate
SPP Technician I, II, III, IV	\$70.00	\$160.00	1.3 x Regular Rate
Survey Worker Foreman	\$90.00	\$150.00	1.3 x Regular Rate
Survey Worker	\$70.00	\$120.00	1.3 x Regular Rate
SPP Survey Worker	\$70.00	\$120.00	1.3 x Regular Rate
Survey Worker Intern	\$50.00	\$80.00	1.3 x Regular Rate
Administrative Assistant Supervisor	\$70.00	\$120.00	1.3 x Regular Rate
Administrative Assistant	\$50.00	\$100.00	1.3 x Regular Rate
SPP Administrative Assistant	\$40.00	\$80.00	1.3 x Regular Rate
Human Resource Administrator II	\$80.00	\$130.00	1.3 x Regular Rate
Bookkeeper	\$70.00	\$120.00	1.3 x Regular Rate
Bookkeeper/HR Supervisor	\$90.00	\$140.00	1.3 x Regular Rate
Expenses and Materials	At Cost		

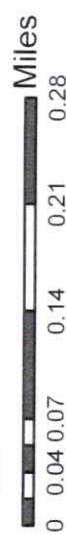
- The above hourly rates shall be applicable for a period of one year from the date hereon, after which time they shall be subject to adjustments to reflect payroll cost.
- Generally field crews work a nine-hour day, which involves an hour of overtime each day. The rates for field personnel apply office to office exclusive of the lunch period
- SPP – Special Personnel (SPP) Employees will be billed at the same rate as a I, II, III, or IV in the same classification.

# PROJECT LOCATION MAP

Harrisville Road Water Main Extension - Baxter Road to Rotary Road



**WINNEBAGO COUNTY**  
— ILLINOIS —



County Board District 11

**WINNEBAGO  
COUNTY**  
— ILLINOIS —  
**HIGHWAY  
DEPARTMENT**



# Resolution Executive Summary

**Prepared By:** Winnebago County Highway Department

**Committee:** Public Works Committee

**Committee Date:** Tuesday, June 16, 2026

**Resolution Title: (26-032)** Resolution Authorizing a Professional Engineering Services Agreement with Willett Hofmann & Associates, Inc. for Improvements to the Well Building for the County Water District (Section 26-00758-00-MS)

**Board Meeting Date:** Thursday, June 25, 2026

**Budget Information:**

<b>Was item budgeted</b>	Yes	<b>Appropriation Amount:</b> \$42,100
<b>If not, explain funding source:</b>		
<b>ORG/OBJ/Project Code:</b>	790-46320	<b>Budget Impact:</b> \$42,100

**Background Information:**

This agreement is to prepare plans for building improvements at the Water District “well-house” on Baxter Road. Improvements include: complete the bathroom, install a grinder pump, install a sanitary service, replace 3 exterior doors, 3 exterior windows and lintels, apply epoxy coating to the floor, replace an exhaust fan, heater, and louver in the chlorine room to make the building weather tight and code compliant.

**Recommendation:**

Staff recommends approval.

**Contract/Agreement:**

Contract to be signed after County Board approval.

**Legal Review:**

By the State Attorney’s office.

**Follow-Up:**

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

**26-CR-XXX**

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

**RESOLUTION AUTHORIZING A PROFESSIONAL ENGINEERING SERVICES AGREEMENT  
WITH WILLETT HOFMANN & ASSOCIATES, INC. FOR IMPROVEMENTS  
TO THE WELL BUILDING FOR THE COUNTY WATER DISTRICT  
(SECTION 26-00758-00-MS)**

**WHEREAS** as per resolution of the County Board of the County of Winnebago, Illinois, Resolution 12-007, dated the 12<sup>th</sup> day of January 2012, the County Board created a waterworks system pursuant to the authority granted in Section 5-15001 of the Illinois Counties Code, 55 ILCS 5/5-15001 hereinafter referred to as the WATER DISTRICT; and

**WHEREAS** Winnebago County by prior action of the County Board, caused to be purchased, erected and planned a water system composed of an elevated water storage tank, building, wells, pumping equipment and water mains to service the general environs of the area of Interstate I-39 and Baxter Road; and

**WHEREAS** the well building does not have a functional bathroom and needs to have the bathroom completed, a grinder pump installed, a sanitary service installed, three exterior doors replaced, three exterior windows and lintels replaced, an epoxy coating applied to the floor, and an exhaust fan, heater, and louver replaced in the chlorine room to make the building weather tight and code compliant; and

**WHEREAS** Willett Hofmann & Associates, Inc. has agreed to provide design engineering services to complete the bathroom, install a grinder pump, install the sanitary service, replace three (3) exterior doors, replace three (3) exterior windows and lintels, apply an epoxy coating to the floor, and replace the exhaust fan, heater, and louver in the chlorine room for a not to exceed fee of \$42,100.00; and

**WHEREAS** it would be in the public interest to enter into the attached Agreement to provide Professional Engineering Services for the Well Building Improvements of the WATER DISTRICT.

**NOW THEREFORE BE IT RESOLVED** by the County Board of the County of Winnebago, Illinois that the County Board Chairman is authorized to execute on behalf of the County of Winnebago the attached Agreement in substantially the form attached hereto; and

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

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

Respectfully submitted  
PUBLIC WORKS COMMITTEE

AGREE

DISAGREE

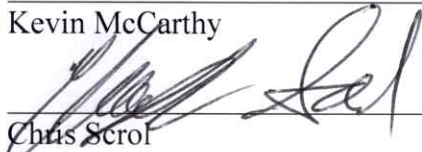


\_\_\_\_\_  
Dave Tassoni, Chairman

\_\_\_\_\_  
Dave Tassoni, Chairman

\_\_\_\_\_  
Kevin McCarthy

\_\_\_\_\_  
Kevin McCarthy



\_\_\_\_\_  
Chris Scrol

\_\_\_\_\_  
Chris Scrol



\_\_\_\_\_  
Ray Thompson

\_\_\_\_\_  
Ray Thompson



\_\_\_\_\_  
Jim Webster

\_\_\_\_\_  
Jim Webster

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

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

ATTEST:

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



May 29, 2026

Mr. Sean Von Bergen  
Winnebago County Highway Department  
424 N. Springfield Avenue  
Rockford, IL 61101

Re: Well Building Improvements  
Engineering Proposal

Dear Sean:

In response to your request, Willett, Hofmann & Associates, Inc. is pleased to submit the following proposal for Professional Services for your review and consideration. The scope of services described herein is based on our present understanding of the needs of the Project.

**PROJECT UNDERSTANDING:**

The Winnebago County Highway Department is proposing to make the following improvements to the existing well building located north of FedEx Gound facility on Baxter Road.

- Install a new grinder pump station and forcemain to connect to an existing sanitary sewer on Baxter Road.
- Complete the restroom.
- Apply an epoxy coating on the floor in all the well building rooms.
- Replace the (3) windows and the lintels on the west side of the building.
- Replace the (3) exterior doors.
- Replace the exhaust fan, heater, and louver in the chlorine room.
- Evaluate the condition of the existing flat room membrane system.

**SCOPE OF PROFESSIONAL SERVICES:**

- Willett, Hofmann & Associates, Inc. proposes to provide the Professional Services as outlined on the attached Exhibit 1 – Scope of Professional Services.

**FEE FOR PROFESSIONAL SERVICES:**

- Willett, Hofmann & Associates, Inc. proposes to provide the Professional Services described above on an hourly basis at a cost not to exceed \$42,100.00. We estimate 290 hours to complete the design phase services detailed in Exhibit 1.

**SCHEDULE OF WORK TO BE DONE:**

- The project will be ready for bidding in 10 weeks after the engineering agreement has been executed.

**DELIVERABLES:**

- Provide the County with five (5) copies and a pdf of the construction drawings and Project Manual.

809 East 2nd Street, Dixon, IL 61021 T: (815) 284-3381 F: (815) 284-3385

WillettHofmann.com

Mr. Sean Von Bergen  
Winnebago County Highway Department  
May 29, 2026  
Page 2 of 3

**TERMS & CONDITIONS:**

- The attached Terms and Conditions are made a part of this Agreement. Additional Services requested above and beyond those described herein shall be provided and performed as outlined on the attached Terms and Conditions.

This proposal is valid for thirty (30) calendar days from the date of this proposal.

The proposed **scope of services** described above are negotiable, however if the proposed services and terms meet with your approval, please sign this letter agreement, and return one copy to our office.

**PROPOSAL ACCEPTED:**

I hereby authorize this work to proceed as outlined above and have read and accept the attached Terms and Conditions.

By \_\_\_\_\_

Name/Title \_\_\_\_\_

Date \_\_\_\_\_

Thank you for your interest in Willett, Hofmann & Associates, Inc. and for this opportunity to be of service. We look forward to working with you on this project. If you have any questions, please do not hesitate to call.

Sincerely,

WILLETT, HOFMANN & ASSOCIATES, INC.

BY  \_\_\_\_\_  
Matt Hansen, P.E.

MH:lj  
Encl.

Mr. Sean Von Bergen  
Winnebago County Highway Department  
May 29, 2026  
Page 3 of 3

#### EXHIBIT 1 - SCOPE OF PROFESSIONAL SERVICES

PROJECT: Winnebago County Highway Department  
Well Building Improvements

DATE: May 29, 2026

#### SCOPE OF PROFESSIONAL SERVICES:

Willett, Hofmann & Associates, Inc. proposes to provide the following engineering services:

#### Design Phase:

1. Provide a topographic survey of the project area.
2. Preparation of the construction drawings that will include a cover sheet, general construction notes, schedule of quantities sheets, demolition sheets, site plan sheets, building layout sheets, architecture detail sheets, grinder pump station sheets, sanitary forcemain plan/profile sheets, MEP sheets, restoration sheets, and standard construction detail sheets.
3. Preparation of a Project Manual which will include the bidding and contract documents, general conditions, and technical specifications.
4. Prepare Four Rivers Sanitation Authority connection permit application.
5. Inspect flat roof membrane system and letter report on the condition.
6. One project design meeting to review the construction drawings and Project Manual prior to bidding.
7. Answer contractor questions during bidding and prepare any addenda, if necessary.
8. Conduct public bid opening.
9. Prepare a bid summary and award letter.

#### Construction Phase:

No construction phase services are included in this agreement.



## TERMS AND CONDITIONS – WINNEBAGO COUNTY HIGHWAY DEPARTMENT

---

**Standard of Care:** Services provided by Willett, Hofmann & Associates, Inc., hereinafter referred to as “WHA”, under this Agreement will be performed in a manner consistent with the human degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

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**Use of Documents:** Documents prepared by WHA are instruments of service for use solely with respect to the project. WHA shall retain all common law, statutory and other reserved rights, including the copyright. The Client shall not reuse or permit the reuse of WHA's documents except by mutual agreement in writing.

**Assignment:** Neither party to this Agreement shall transfer, sublet or assign any rights or duties under or interest in this Agreement, including, but not limited to, monies that are due or monies that may be due, without the prior written consent of the other party. Subcontracting to subconsultants, normally contemplated by WHA as a generally accepted business practice, shall not be considered an assignment for purposes of this Agreement.



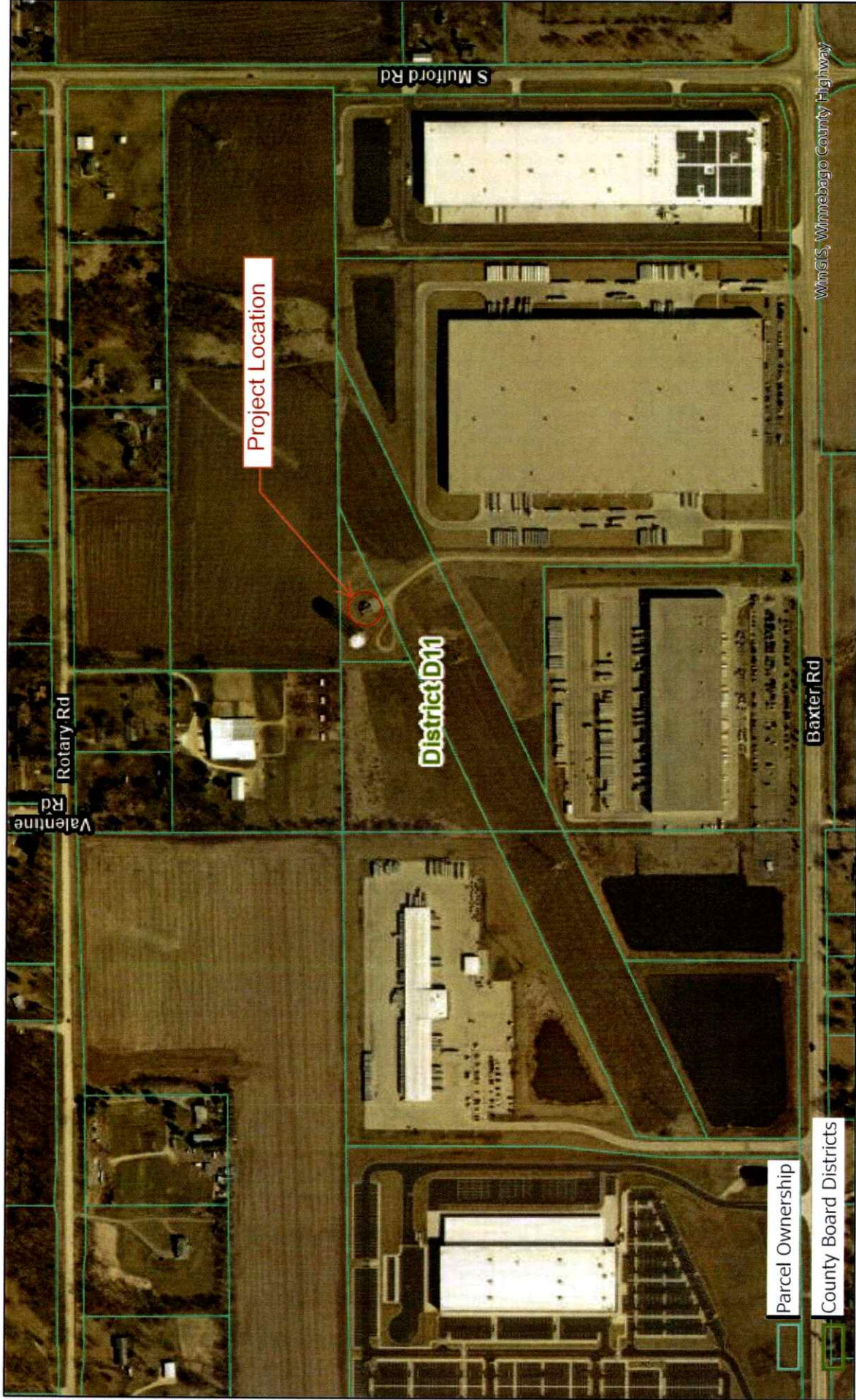
**GENERAL RATES FOR ENGINEERING SERVICES  
(FIELD AND OFFICE)  
EFFECTIVE APRIL 1, 2026**

CLASSIFICATION OF EMPLOYEE	REGULAR HOURLY RATE		OVERTIME RATE
	From	To	
President & General Manager	\$230.00	\$350.00	Regular Rate
Principal Engineering Manager	\$180.00	\$280.00	Regular Rate
Engineering Manager	\$160.00	\$260.00	Regular Rate
Civil Engineer IV	\$140.00	\$220.00	Regular Rate
Civil Engineer III	\$140.00	\$210.00	Regular Rate
Civil Engineering Intern II	\$110.00	\$180.00	Regular Rate
Civil Engineering Intern I	\$100.00	\$170.00	Regular Rate
SPP Civil Engineer I, II, III, IV	\$100.00	\$220.00	Regular Rate
SPP Engineering Intern	\$60.00	\$100.00	Regular Rate
Principal Architectural Manager	\$170.00	\$260.00	Regular Rate
Architect Manager	\$160.00	\$250.00	Regular Rate
Architect IV	\$150.00	\$230.00	Regular Rate
Architect III	\$130.00	\$210.00	Regular Rate
Architectural Intern II	\$90.00	\$150.00	Regular Rate
Architectural Intern I	\$70.00	\$110.00	Regular Rate
SPP Architectural Intern I	\$60.00	\$100.00	Regular Rate
SPP Professional Architect I, II, III, IV	\$60.00	\$230.00	Regular Rate
Principal Prof. Land Surveyor Manager	\$140.00	\$220.00	Regular Rate
Prof. Land Surveyor Manager	\$130.00	\$210.00	Regular Rate
Prof. Land Surveyor IV	\$120.00	\$190.00	Regular Rate
Prof. Land Surveyor III	\$110.00	\$170.00	Regular Rate
Prof. Land Surveyor (SIT) II	\$100.00	\$170.00	Regular Rate
Prof. Land Surveyor (SIT) I	\$80.00	\$130.00	Regular Rate
SPP Professional Land Surveyor I, II, III, IV	\$80.00	\$190.00	Regular Rate
Survey Technician II	\$70.00	\$120.00	1.3 x Regular Rate
Survey Technician I	\$60.00	\$110.00	1.3 x Regular Rate
Technician IV	\$100.00	\$160.00	1.3 x Regular Rate
Technician III	\$90.00	\$150.00	1.3 x Regular Rate
Technician II	\$80.00	\$130.00	1.3 x Regular Rate
Technician I	\$70.00	\$120.00	1.3 x Regular Rate
SPP Technician I, II, III, IV	\$70.00	\$160.00	1.3 x Regular Rate
Survey Worker Foreman	\$90.00	\$150.00	1.3 x Regular Rate
Survey Worker	\$70.00	\$120.00	1.3 x Regular Rate
SPP Survey Worker	\$70.00	\$120.00	1.3 x Regular Rate
Survey Worker Intern	\$50.00	\$80.00	1.3 x Regular Rate
Administrative Assistant Supervisor	\$70.00	\$120.00	1.3 x Regular Rate
Administrative Assistant	\$50.00	\$100.00	1.3 x Regular Rate
SPP Administrative Assistant	\$40.00	\$80.00	1.3 x Regular Rate
Human Resource Administrator II	\$80.00	\$130.00	1.3 x Regular Rate
Bookkeeper	\$70.00	\$120.00	1.3 x Regular Rate
Bookkeeper/HR Supervisor	\$90.00	\$140.00	1.3 x Regular Rate
Expenses and Materials	At Cost		

- The above hourly rates shall be applicable for a period of one year from the date hereon, after which time they shall be subject to adjustments to reflect payroll cost.
- Generally field crews work a nine-hour day, which involves an hour of overtime each day. The rates for field personnel apply office to office exclusive of the lunch period
- SPP – Special Personnel (SPP) Employees will be billed at the same rate as a I, II, III, or IV in the same classification.

# PROJECT LOCATION MAP

Winnebago County Water District - Well Building Improvements



**WINNEBAGO COUNTY**  
— ILLINOIS —



**WINNEBAGO COUNTY**  
— ILLINOIS —  
**HIGHWAY DEPARTMENT**

County Board District 11





# Resolution Executive Summary

**Prepared By:** Winnebago County Highway Department

**Committee:** Public Works Committee

**Committee Date:** Tuesday, June 16, 2026

**Resolution Title (26-033)** Resolution Authorizing an Agreement with the Illinois Environmental Protection Agency for Financial Assistance Through Section 319 of the Federal Clean Water Act for Preparation of a Watershed-Based Improvement Plan within the North Fork Kent Creek Watershed (Section 26-00755-00-DR)

**Board Meeting Date:** Thursday, June 25, 2026

**Budget Information:**

<b>Was item budgeted</b>	will be in FY 2027	<b>Appropriation Amount:</b> \$ N/A
<b>If not, explain funding source:</b>		
<b>ORG/OBJ/Project Code:</b>	461	<b>Budget Impact:</b> \$16,080 FY 2027

**Background Information:**

The County was allocated \$120,000 under an IEPA 319 grant to prepare a watershed plan for the North Fork of Kent Creek, which has experienced flooding and drainage problems for many years. This is a 60/40 grant. The County and other local agencies will provide a match of \$80,000 (in-kind services such as engineering and administrative hours estimated at \$64,000 and \$16,000 in cash). The plan must be completed by April 30, 2028.

**Recommendation:**

Staff recommends approval.

**Contract/Agreement:**

Contract to be signed after County Board approval.

**Legal Review:**

By the State Attorney's office.

**Follow-Up:**

IEPA to execute agreement after approval and submittal by the County.

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

**26-CR-XXX**

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

**RESOLUTION AUTHORIZING AN AGREEMENT WITH  
THE ILLINOIS ENVIRONMENTAL PROTECTION AGENCY  
FOR FINANCIAL ASSISTANCE THROUGH  
SECTION 319 OF THE FEDERAL CLEAN WATER ACT  
FOR PREPARATION OF A WATERSHED-BASED IMPROVEMENT PLAN  
WITHIN THE NORTH FORK KENT CREEK WATERSHED  
(SECTION 26-00755-00-DR)**

**WHEREAS** a grant application for watershed-based planning within the North Fork Kent Creek (NFKC) Watershed was submitted by the COUNTY on May 15, 2024; and

**WHEREAS** the IEPA notified the COUNTY on May 12, 2026 they were selected to receive financial assistance through Section 319 of the Federal Clean Water Act for the NFKC Watershed Improvement Plan; and

**WHEREAS** the IEPA submitted to the COUNTY a Grant Agreement Number 26-0378-13382 (hereafter, "IEPA AGREEMENT") which authorizes payment of \$120,000.00 to the COUNTY for preparation of a water-shed based plan for improvements within the NFKC Watershed with a final completion date of April 30, 2028; and

**WHEREAS** it would be in the public interest to enter into the attached IEPA AGREEMENT in order to identify improvements that will reduce nonpoint source pollution in the NFKC watershed.

**NOW THEREFORE BE IT RESOLVED** by the County Board of the County of Winnebago, Illinois, that the County Board Chairman is authorized to execute on behalf of the COUNTY the attached IEPA AGREEMENT substantially in the form as attached hereto; and

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

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

Respectfully submitted  
PUBLIC WORKS COMMITTEE

AGREE

DISAGREE



\_\_\_\_\_  
Dave Tassoni, Chairman

\_\_\_\_\_  
Dave Tassoni, Chairman

\_\_\_\_\_  
Kevin McCarthy

\_\_\_\_\_  
Kevin McCarthy

\_\_\_\_\_  
Chris Scrol

\_\_\_\_\_  
Chris Scrol

\_\_\_\_\_  
Ray Thompson

\_\_\_\_\_  
Ray Thompson

\_\_\_\_\_  
Jim Webster

\_\_\_\_\_  
Jim Webster

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

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

ATTEST:

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



**GRANT AGREEMENT  
BETWEEN**

**THE STATE OF ILLINOIS, ENVIRONMENTAL PROTECTION AGENCY  
AND  
COUNTY OF WINNEBAGO**

The parties to this Grant Agreement (Agreement) are the State of Illinois (State), acting through the undersigned agency and COUNTY OF WINNEBAGO (Grantee)

(collectively, the "Parties" and individually, a "Party"). The Agreement, consisting of the signature page, the parts listed below, and any additional exhibits or attachments referenced in this Agreement, constitute the entire agreement between the Parties. No promises, terms, or conditions not recited, incorporated or referenced herein, including prior agreements or oral discussions, are binding upon either Grantee or Grantor.

**PART ONE - The Uniform Terms**

<b>Article I</b>	<b>Definitions</b>
<b>Article II</b>	<b>Award Information</b>
<b>Article III</b>	<b>Grantee Certifications and Representations</b>
<b>Article IV</b>	<b>Payment Requirements</b>
<b>Article V</b>	<b>Scope of Award Activities/Purpose of Award</b>
<b>Article VI</b>	<b>Budget</b>
<b>Article VII</b>	<b>Allowable Costs</b>
<b>Article VIII</b>	<b>Lobbying</b>
<b>Article IX</b>	<b>Maintenance and Accessibility of Records; Monitoring</b>
<b>Article X</b>	<b>Financial Reporting Requirements</b>
<b>Article XI</b>	<b>Performance Reporting Requirements</b>
<b>Article XII</b>	<b>Audit Requirements</b>
<b>Article XIII</b>	<b>Termination; Suspension; Non-compliance</b>
<b>Article XIV</b>	<b>Subcontracts/Subawards</b>
<b>Article XV</b>	<b>Notice of Change</b>
<b>Article XVI</b>	<b>Structural Reorganization and Reconstitution of Board Membership</b>
<b>Article XVII</b>	<b>Conflict of Interest</b>
<b>Article XVIII</b>	<b>Equipment or Property</b>
<b>Article XIX</b>	<b>Promotional Materials; Prior Notification</b>
<b>Article XX</b>	<b>Insurance</b>
<b>Article XXI</b>	<b>Lawsuits and Indemnification</b>
<b>Article XXII</b>	<b>Miscellaneous</b>
<b>Exhibit A</b>	<b>Project Description</b>
<b>Exhibit B</b>	<b>Deliverables or Milestones</b>
<b>Exhibit C</b>	<b>Contact Information</b>
<b>Exhibit D</b>	<b>Performance Measures and Standards</b>
<b>Exhibit E</b>	<b>Specific Conditions</b>

**PART TWO - Grantor-Specific Terms**

**PART THREE - Project-Specific Terms**

The Parties or their duly authorized representatives hereby execute this Agreement.

Illinois Environmental Protection Agency

County of Winnebago

By: \_\_\_\_\_  
Signature of James Jennings, Title Acting Director

By: \_\_\_\_\_  
Signature of Authorized Representative

By: \_\_\_\_\_  
Signature of Designee  
Date: \_\_\_\_\_  
Printed Name: Laura Roche  
Printed Title: Chief of Staff

Date: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Printed Title: \_\_\_\_\_  
Email: \_\_\_\_\_

By: \_\_\_\_\_  
Signature of Second Grantor Approver, if applicable  
Date: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Printed Title: \_\_\_\_\_  
Second Grantor Approver

By: \_\_\_\_\_  
Signature of Second Grantee Approver, if applicable  
Date: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Printed Title: \_\_\_\_\_  
Email: \_\_\_\_\_  
Second Grantee Approver  
(optional at Grantee's discretion)

By: \_\_\_\_\_  
Signature of Third Grantor Approver, if applicable  
Date: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Printed Title: \_\_\_\_\_  
Third Grantor Approver

**PART ONE - THE UNIFORM TERMS**

**ARTICLE I  
DEFINITIONS**

1.1. Definitions. Capitalized words and phrases used in this Agreement have the meanings stated in 2 CFR 200.1 unless otherwise stated below.

"Allowable Costs" has the same meaning as in 44 III. Admin. Code 7000.30.

"Award" has the same meaning as in 44 III. Admin. Code 7000.30.

"Budget" has the same meaning as in 44 III. Admin. Code 7000.30.

"Catalog of State Financial Assistance" or "CSFA" has the same meaning as in 44 III. Admin. Code 7000.30.

"Close-out Report" means a report from the Grantee allowing Grantor to determine whether all applicable administrative actions and required work have been completed, and therefore closeout actions can commence.

"Conflict of Interest" has the same meaning as in 44 III. Admin. Code 7000.30.

"Cooperative Research and Development Agreement" has the same meaning as in 15 USC 3710a.

"Direct Costs" has the same meaning as in 44 III. Admin. Code 7000.30.

"Financial Assistance" has the same meaning as in 44 III. Admin. Code 7000.30.

"GATU" has the same meaning as in 44 III. Admin. Code 7000.30.

"Grant Agreement" has the same meaning as in 44 III. Admin. Code 7000.30.

"Grantee Compliance Enforcement System" has the same meaning as in 44 III. Admin. Code 7000.30.

"Grant Funds" means the Financial Assistance made available to Grantee through this Agreement.

"Grantee Portal" has the same meaning as in 44 III. Admin. Code 7000.30.

"Indirect Costs" has the same meaning as in 44 III. Admin. Code 7000.30.

"Indirect Cost Rate" means a device for determining in a reasonable manner the proportion of Indirect Costs each Program should bear. It is a ratio (expressed as a percentage) of the Indirect Costs to a Direct Cost base. If reimbursement of Indirect Costs is allowable under an Award, Grantor will not reimburse those Indirect Costs unless Grantee has established an Indirect Cost Rate covering the applicable activities and period of time, unless Indirect Costs are reimbursed at a fixed rate.

"Indirect Cost Rate Proposal" has the same meaning as in 44 III. Admin. Code 7000.30.

"Obligations" has the same meaning as in 44 III. Admin. Code 7000.30.

"Period of Performance" has the same meaning as in 44 III. Admin. Code 7000.30.

"Prior Approval" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Profit" means an entity's total revenue less its operating expenses, interest paid, depreciation, and taxes. "Profit" is synonymous with the term "net revenue."

"Program" means the services to be provided pursuant to this Agreement. "Program" is used interchangeably with "Project."

"Program Costs" means all Allowable Costs incurred by Grantee and the value of the contributions made by third parties in accomplishing the objectives of the Award during the Term of this Agreement.

"Related Parties" has the meaning set forth in Financial Accounting Standards Board (FASB) Accounting Standards Codification (ASC) 850-10-20.

"SAM" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"State-issued Award" means the assistance that a grantee receives directly from a State agency. The funding source of the State-issued Award can be federal pass-through, State or a combination thereof. "State-issued Award" does not include the following:

- contracts issued pursuant to the Illinois Procurement Code that a State agency uses to buy goods or services from a contractor or a contract to operate State government-owned, contractor-operated facilities;
- agreements that meet the definition of "contract" under 2 CFR 200.1 and 2 CFR 200.331, which a State agency uses to procure goods or services but are exempt from the Illinois Procurement Code due to an exemption listed under 30 ILCS 500/1-10, or pursuant to a disaster proclamation, executive order, or any other exemption permitted by law;
- amounts received for services rendered to an individual;
- Cooperative Research and Development Agreements;
- an agreement that provides only direct cash assistance to an individual;
- a subsidy;
- a loan;
- a loan guarantee; or
- insurance.

"Illinois Stop Payment List" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Unallowable Cost" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Unique Entity Identifier" or "UEI" has the same meaning as in 44 Ill. Admin. Code 7000.30.

**ARTICLE II  
AWARD INFORMATION**

2.1. Term. This Agreement is effective on execution and expires on 4/30/2028 (the Term), unless terminated pursuant to this Agreement.

2.2. Amount of Agreement. Grant Funds (check one)  must not exceed or  are estimated to be \$120,000.00, of which \$120,000.00 are federal funds. Grantee accepts Grantor's payment as specified in this ARTICLE.

2.3. Payment. Payment will be made as follows (see additional payment requirements in ARTICLE IV; additional payment provisions specific to this Award may be included in **PART TWO** or **PART THREE**):

TOTAL PROJECT COST: \$ 200,000.00

Grantor Share: \$ 120,000.00 - 60 % of Total project cost

Grantee Share: \$ 80,000.00 - 40 % of Total Project cost

The specific terms of payment are:

The estimated project costs allowable under this Agreement are identified in the Budget incorporated herein as an Attachment 1.

Federal funding shall make up no part of the Grantee's share of the total project cost and the Grantee's Share shall be used exclusively for this project. The Grantee's Share for this project shall not be used to match or financially qualify for any other federal grant. Illinois state sales tax is not eligible for reimbursement or as match. The Grantee must not exceed the Illinois Department of Central Management Services Travel Reimbursement Schedule for mileage, per diem/meals, and lodging.

The Grantor's financial obligations to the Grantee are limited to the amount of funding identified as "Grantor Share" in this Agreement. All Grantee costs and match must be incurred within the Agreement Term. If the Grantee incurs costs in anticipation of receiving additional funds from the Grantor, the Grantee does so at its own risk.

Payment requests submitted by the Grantee must be for the reimbursement of incurred costs. Advanced payment is not allowed. Requests for payment must be submitted by the Grantee's authorized representative no more frequently than once per month. Invoices for supplies purchased, services performed, and expenses incurred through June 30 of any year must be submitted to the Grantor no later than August 1 of that year; otherwise, the Grantee may have to seek payment through the Illinois Court of Claims. Each request must detail the amount and value of the work performed and must be accompanied by such supporting documentation as required by the Grantor. The requests for payment shall be submitted to the Grantor through the Grantee portal on Euna (il.amplifund.com).

The Grantor may withhold payment to the Grantee if the Grantee's progress in completing the Performance Measures contained in Exhibit D of this Agreement does not meet the project schedule contained in the Agreement to the satisfaction of the Grantor. The Grantor may withhold payment to the Grantee if Grantee fails to file required reports. The Grantor retains the right to withhold ten (10) percent of the Grantor Share until all products outlined in Exhibit D (Performance Measures) of this Agreement are submitted and approved by the Grantor.

Upon satisfactory completion of the work performed under the Agreement, as a condition before final payment under the Agreement or as a termination settlement under the Agreement, the Grantee must execute and deliver to the Grantor a release of all claims against the Grantor arising under the Agreement. Unless otherwise provided in the Agreement or in another writing executed by both the Grantor and the Grantee, final payment under the Agreement or settlement upon termination of the Agreement shall not constitute a waiver of any claim that the Grantor may have pertaining to the Agreement against any party affected by the Agreement.

2.4. Award Identification Numbers. If applicable, the Federal Award Identification Number (FAIN) is 99520024, the federal awarding agency is United States Environmental Protection Agency, the Federal Award date is 9/28/24. If applicable, the Assistance Listing Program Title is

Nonpoint Source Implementation Grants

and Assistance Listing Number is 66.460 . The Catalog of State Financial Assistance (CFSA) Number is 532-60-0378 and the CSFA Name is Section 319(h) – Nonpoint Source Pollution Control Financial Assistance . If applicable, the State Award Identification Number (SAIN) is 0378-13382 .

**ARTICLE III  
GRANTEE CERTIFICATIONS AND REPRESENTATIONS**

3.1. Registration Certification. Grantee certifies that: (i) it is registered with SAM and SBEVXUKXK GK3 is Grantee's correct UEI; (ii) it is in good standing with the Illinois Secretary of State, if applicable; and (iii) Grantee has successfully completed the annual registration and prequalification through the Grantee Portal.

Grantee must remain current with these registrations and requirements. If Grantee's status with regard to any of these requirements changes, or the certifications made in and information provided in the uniform grant application changes, Grantee must notify Grantor in accordance with ARTICLE XV.

3.2. Tax Identification Certification. Grantee certifies that: 366006681 is Grantee's correct federal employer identification number (FEIN) or Social Security Number. Grantee further certifies, if applicable: (a) that Grantee is not subject to backup withholding because (i) Grantee is exempt from backup withholding, or (ii) Grantee has not been notified by the Internal Revenue Service (IRS) that Grantee is subject to backup withholding as a result of a failure to report all interest or dividends, or (iii) the IRS has notified Grantee that Grantee is no longer subject to backup withholding; and (b) Grantee is a U.S. citizen or other U.S. person. Grantee is doing business as a (check one):

- |  |   |
|--|---|
| <input type="checkbox"/> Individual                            | <input type="checkbox"/> Pharmacy-Non-Corporate   |
| <input type="checkbox"/> Sole Proprietorship                   | <input type="checkbox"/> Pharmacy/Funeral Home/Cemetery Corp.                             |
| <input type="checkbox"/> Partnership                           | <input type="checkbox"/> Tax Exempt   |
| <input type="checkbox"/> Corporation (includes Not For Profit) | <input type="checkbox"/> Limited Liability Company (select applicable tax classification) |
| <input type="checkbox"/> Medical Corporation                   | <input type="checkbox"/> P = partnership  |
| <input checked="" type="checkbox"/> Governmental Unit          | <input type="checkbox"/> C = corporation  |
| <input type="checkbox"/> Estate or Trust                       |   |

If Grantee has not received a payment from the State of Illinois in the last two years, Grantee must submit a W-9 tax form with this Agreement.

3.3. **Compliance with Uniform Grant Rules.** Grantee certifies that it must adhere to the applicable Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, which are published in Title 2, Part 200 of the Code of Federal Regulations (2 CFR Part 200) and are incorporated herein by reference. 44 Ill. Admin. Code 7000.40(c)(1)(A). The requirements of 2 CFR Part 200 apply to the Grant Funds awarded through this Agreement, regardless of whether the original source of the funds is State or federal, unless an exception is noted in federal or State statutes or regulations. 30 ILCS 708/5(b).

3.4. **Representations and Use of Funds.** Grantee certifies under oath that (1) all representations made in this Agreement are true and correct and (2) all Grant Funds awarded pursuant to this Agreement must be used only for the purpose(s) described herein. Grantee acknowledges that the Award is made solely upon this certification and that any false statements, misrepresentations, or material omissions will be the basis for immediate termination of this Agreement and repayment of all Grant Funds.

3.5. **Specific Certifications.** Grantee is responsible for compliance with the enumerated certifications in this Paragraph to the extent that the certifications apply to Grantee.

(a) **Bribery.** Grantee certifies that it has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois, nor made an admission of guilt of such conduct which is a matter of record.

(b) **Bid Rigging.** Grantee certifies that it has not been barred from contracting with a unit of State or local government as a result of a violation of Paragraph 33E-3 or 33E-4 of the Criminal Code of 2012 (720 ILCS 5/33E-3 or 720 ILCS 5/33E-4, respectively).

(c) **Debt to State.** Grantee certifies that neither it, nor its affiliate(s), is/are barred from receiving an Award because Grantee, or its affiliate(s), is/are delinquent in the payment of any debt to the State, unless Grantee, or its affiliate(s), has/have entered into a deferred payment plan to pay off the debt.

(d) **International Boycott.** Grantee certifies that neither it nor any substantially owned affiliated company is participating or will participate in an international boycott in violation of the provision of the Anti-Boycott Act of 2018, Part II of the Export Control Reform Act of 2018 (50 USC 4841 through 4843), and the anti-boycott provisions set forth in Part 760 of the federal Export Administration Regulations (15 CFR Parts 730 through 774).

(e) **Discriminatory Club Dues or Fees.** Grantee certifies that it is not prohibited from receiving an Award because it pays dues or fees on behalf of its employees or agents, or subsidizes or otherwise reimburses employees or agents for payment of their dues or fees to any club which unlawfully discriminates (775 ILCS 25/2).

(f) **Pro-Children Act.** Grantee certifies that it is in compliance with the Pro-Children Act of 2001 in that it prohibits smoking in any portion of its facility used for the provision of health, day care, early childhood development services, education or library services to children under the age of eighteen (18) (except such portions of the facilities which are used for inpatient substance abuse treatment) (20 USC 7181-7184).

(g) **Drug-Free Workplace.** If Grantee is not an individual, Grantee certifies it will provide a drug free workplace pursuant to the Drug Free Workplace Act. 30 ILCS 580/3. If Grantee is an individual and this Agreement is valued at more than \$5,000, Grantee certifies it will not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance during the performance of the Agreement. 30 ILCS 580/4. Grantee further certifies that if it is a recipient of federal pass-through funds, it is in compliance with government-wide requirements for a drug-free workplace as set forth in 41 USC 8103.

(h) **Motor Voter Law.** Grantee certifies that it is in full compliance with the terms and provisions of the National Voter Registration Act of 1993 (52 USC 20501 *et seq.*).

(i) **Clean Air Act and Clean Water Act.** Grantee certifies that it is in compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 USC 7401 *et seq.*) and the Federal Water Pollution Control Act, as amended (33 USC 1251 *et seq.*).

(j) **Debarment.** Grantee certifies that it is not debarred, suspended, proposed for debarment or permanent inclusion on the Illinois Stop Payment List, declared ineligible, or voluntarily excluded from participation in this Agreement by any federal department or agency (2 CFR 200.205(a)), or by the State (30 ILCS 708/25(6)(G)).

(k) **Non-procurement Debarment and Suspension.** Grantee certifies that it is in compliance with Subpart C of 2 CFR Part 180 as supplemented by 2 CFR Part 376, Subpart C.

(l) **Health Insurance Portability and Accountability Act.** Grantee certifies that it is in compliance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA) (Public Law No. 104-191, 45 CFR Parts 160, 162 and 164, and the Social Security Act, 42 USC 1320d-2 through 1320d-7), in that it may not use or disclose protected health information other than as permitted or required by law and agrees to use appropriate safeguards to prevent use or disclosure of the protected health information. Grantee must maintain, for a minimum of six (6) years, all protected health information.

(m) **Criminal Convictions.** Grantee certifies that:

(i) Neither it nor a managerial agent of Grantee (for non-governmental grantees only, this includes any officer, director or partner of Grantee) has been convicted of a felony under the Sarbanes-Oxley Act of 2002, nor a Class 3 or Class 2 felony under Illinois Securities Law of 1953, or that at least five (5) years have passed since the date of the conviction; and

(ii) It must disclose to Grantor all violations of criminal law involving fraud, bribery or gratuity violations potentially affecting this Award. Failure to disclose may result in remedial actions as stated in the Grant Accountability and Transparency Act. 30 ILCS 708/40. Additionally, if Grantee receives over \$10 million in total federal Financial Assistance, during the period of this Award, Grantee must maintain the currency of information reported to SAM regarding civil, criminal or administrative proceedings as required by 2 CFR 200.113 and Appendix XII of 2 CFR Part 200, and 30 ILCS 708/40.

(n) **Federal Funding Accountability and Transparency Act of 2006 (FFATA).** Grantee certifies that it is in compliance with the terms and requirements of 31 USC 6101 with respect to Federal Awards greater than or equal to \$30,000. A FFATA subaward report must be filed by the end of the month following the month in which the award was made.

(o) **Illinois Works Review Panel.** For Awards made for public works projects, as defined in the Illinois Works Jobs Program Act, Grantee certifies that it and any contractor(s) or subcontractor(s) that performs work using funds from this Award, must, upon reasonable notice, appear before and respond to requests for information from the Illinois Works Review Panel. 30 ILCS 559/20-25(d).

(p) **Anti-Discrimination.** Grantee certifies that its employees and subcontractors under subcontract made pursuant to this Agreement, must comply with all applicable provisions of State and federal laws and regulations pertaining to nondiscrimination, sexual harassment and equal employment opportunity including, but not limited to: Illinois Human Rights Act (775 ILCS 5/1-101 *et seq.*), including, without limitation, 44 Ill. Admin. Code 750-Appendix A, which is incorporated herein; Public Works Employment Discrimination Act (775 ILCS 10/1 *et seq.*); Civil Rights Act of 1964 (as amended) (42 USC 2000a - 2000h-6); Section 504 of the Rehabilitation Act of 1973 (29 USC 794); Americans with Disabilities Act of 1990 (as amended) (42 USC 12101 *et seq.*); and the Age Discrimination Act of 1975 (42 USC 6101 *et seq.*).

(q) **Internal Revenue Code and Illinois Income Tax Act.** Grantee certifies that it complies with all provisions of the federal Internal Revenue Code (26 USC 1), the Illinois Income Tax Act (35 ILCS 5), and all regulations and rules promulgated thereunder, including withholding provisions and timely deposits of employee taxes and unemployment insurance taxes.

#### ARTICLE IV PAYMENT REQUIREMENTS

4.1. **Availability of Appropriation; Sufficiency of Funds.** This Agreement is contingent upon and subject to the availability of sufficient funds. Grantor may terminate or suspend this Agreement, in whole or in part, without penalty or further payment being required, if (i) sufficient funds for this Agreement have not been appropriated or otherwise made available to Grantor by the State or the federal funding source, (ii) the Governor or Grantor reserves funds, or (iii) the Governor or Grantor determines that funds will not or may not be available for payment. Grantor must provide notice, in writing, to Grantee of any such funding failure and its election to terminate or suspend this Agreement as soon as practicable. Any suspension or termination pursuant to this Paragraph will be effective upon the date of the written notice unless otherwise indicated.

4.2. **Pre-Award Costs.** Pre-award costs are not permitted unless specifically authorized by Grantor in **Exhibit A, PART TWO** or **PART THREE** of this Agreement. If they are authorized, pre-award costs must be charged to the initial Budget Period of the Award, unless otherwise specified by Grantor. 2 CFR 200.458.

4.3. **Return of Grant Funds.** Grantee must liquidate all Obligations incurred under the Award within forty-five (45) days of the end of the Period of Performance, or in the case of capital improvement Awards, within forty-five (45) days of the end of the time period the Grant Funds are available for expenditure or obligation, unless Grantor permits a longer period in **PART TWO OR PART THREE**. Grantee must return to Grantor within forty-five (45) days of the end of the applicable time period as set forth in this Paragraph all remaining Grant Funds that are not expended or legally obligated.

4.4. **Cash Management Improvement Act of 1990.** Unless notified otherwise in **PART TWO** or **PART THREE**, Grantee must manage federal funds received under this Agreement in accordance with the Cash Management Improvement Act of 1990 (31 USC 6501 *et seq.*) and any other applicable federal laws or regulations. 2 CFR 200.305; 44 Ill. Admin. Code 7000.120.

4.5. **Payments to Third Parties.** Grantor will have no liability to Grantee when Grantor acts in good faith to redirect all or a portion of any Grantee payment to a third party. Grantor will be deemed to have acted in good faith when it is in possession of information that indicates Grantee authorized Grantor to intercept or redirect payments to a third party or when so ordered by a court of competent jurisdiction.

4.6. **Modifications to Estimated Amount.** If the Agreement amount is established on an estimated basis, then it may be increased by mutual agreement at any time during the Term. Grantor may decrease the estimated amount of this Agreement at any time during the Term if (i) Grantor believes Grantee will not use the funds during the Term, (ii) Grantor believes Grantee has used Grant Funds in a manner that was not authorized by this Agreement, (iii) sufficient funds for this Agreement have not been appropriated or otherwise made available to Grantor by the State or the federal funding source, (iv) the Governor or Grantor reserves funds, or (v) the Governor or Grantor determines that funds will or may not be available for payment. Grantee will be notified, in writing, of any adjustment of the estimated amount of this Agreement. In

the event of such reduction, services provided by Grantee under **Exhibit A** may be reduced accordingly. Grantor must pay Grantee for work satisfactorily performed prior to the date of the notice regarding adjustment. 2 CFR 200.308.

4.7. **Interest.**

(a) All interest earned on Grant Funds held by a Grantee or a subrecipient will be treated in accordance with 2 CFR 200.305(b)(12), unless otherwise provided in **PART TWO** or **PART THREE**. Grantee and its subrecipients must remit annually any amount due in accordance with 2 CFR 200.305(b)(12) or to Grantor, as applicable.

(b) Grant Funds must be placed in an insured account, whenever possible, that bears interest, unless exempted under 2 CFR 200.305(b)(10), (b)(11).

4.8. **Timely Billing Required.** Grantee must submit any payment request to Grantor within fifteen (15) days of the end of the quarter, unless another billing schedule is specified in **ARTICLE II, PART TWO**, or **PART THREE**. Failure to submit such payment request timely will render the amounts billed Unallowable Costs which Grantor cannot reimburse. In the event that Grantee is unable, for good cause, to submit its payment request timely, Grantee shall timely notify Grantor and may request an extension of time to submit the payment request. Grantor's approval of Grantee's request for an extension shall not be unreasonably withheld.

4.9. **Certification.** Pursuant to 2 CFR 200.415, each invoice and report submitted by Grantee (or subrecipient) must contain the following certification by an official authorized to legally bind Grantee (or subrecipient):

By signing this report [or payment request or both], I certify to the best of my knowledge and belief that the report [or payment request] is true, complete, and accurate; that the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the State or federal pass-through award; and that supporting documentation has been submitted as required by the grant agreement. I acknowledge that approval for any other expenditure described herein is considered conditional subject to further review and verification in accordance with the monitoring and records retention provisions of the grant agreement. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise (U.S. Code Title 18, Sections 2, 1001, 1343 and Title 31, Sections 3729-3730 and 3801-3812; 30 ILCS 708/120).

**ARTICLE V  
SCOPE OF AWARD ACTIVITIES/PURPOSE OF AWARD**

5.1. **Scope of Award Activities/Purpose of Award.** Grantee must perform as described in this Agreement, including as described in **Exhibit A** (Project Description), **Exhibit B** (Deliverables or Milestones), and **Exhibit D** (Performance Measures and Standards), as applicable. Grantee must further comply with all terms and conditions set forth in the Notice of State Award (44 Ill. Admin. Code 7000.360) which is incorporated herein by reference. All Grantor-specific provisions and programmatic reporting required under this Agreement are described in **PART TWO** (Grantor-Specific Terms). All Project-specific provisions and reporting required under this Agreement are described in **PART THREE** (Project-Specific Terms).

5.2. **Scope Revisions.** Grantee must obtain Prior Approval from Grantor whenever a scope revision is necessary for one or more of the reasons enumerated in 44 Ill. Admin. Code 7000.370(b)(2). All requests for scope revisions that require Grantor approval must be signed by Grantee's authorized representative and submitted to Grantor for approval. Expenditure of funds under a requested revision is prohibited and will not be reimbursed if expended before Grantor gives written approval. 2 CFR 200.308.

5.3. **Specific Conditions.** If applicable, specific conditions required after a risk assessment are included in **Exhibit E**. Grantee must adhere to the specific conditions listed therein. 44 Ill. Admin. Code 7000.340(e).

## ARTICLE VI BUDGET

6.1. Budget. The Budget submitted by Grantee at application, or a revised Budget subsequently submitted and approved by Grantor, is considered final and is incorporated herein by reference.

6.2. Budget Revisions. Grantee must obtain Prior Approval, whether mandated or discretionary, from Grantor whenever a Budget revision, is necessary for one or more of the reasons enumerated in 44 Ill. Admin. Code 7000.370(b). All requests for Budget revisions that require Grantor approval must be signed by Grantee's authorized representative and submitted to Grantor for approval. Expenditure of funds under a requested revision is prohibited and will not be reimbursed if expended before Grantor gives written approval.

6.3. Notification. Within thirty (30) calendar days from the date of receipt of the request for Budget revisions, Grantor will review the request and notify Grantee whether the Budget revision has been approved, denied, or the date upon which a decision will be reached. 44 Ill. Admin. Code 7000.370(b)(7).

## ARTICLE VII ALLOWABLE COSTS

7.1. Allowability of Costs; Cost Allocation Methods. The allowability of costs and cost allocation methods for work performed under this Agreement will be determined in accordance with 2 CFR Part 200 Subpart E and Appendices III, IV, V, and VII.

### 7.2. Indirect Cost Rate Submission.

(a) All grantees, except for Local Education Agencies (as defined in 34 CFR 77.1), must make an Indirect Cost Rate election in the Grantee Portal, even grantees that do not charge or expect to charge Indirect Costs. 44 Ill. Admin. Code 7000.420(e).

(i) Waived and de minimis Indirect Cost Rate elections will remain in effect until Grantee elects a different option.

(b) Grantee must submit an Indirect Cost Rate Proposal in accordance with federal and State regulations, in a format prescribed by Grantor. For grantees who have never negotiated an Indirect Cost Rate before, the Indirect Cost Rate Proposal must be submitted for approval no later than three months after the effective date of the Award. For grantees who have previously negotiated an Indirect Cost Rate, the Indirect Cost Rate Proposal must be submitted for approval within 180 days of Grantee's fiscal year end, as dictated in the applicable appendices, such as:

(i) Appendix VII to 2 CFR Part 200 governs Indirect Cost Rate Proposals for state and Local Governments and Indian Tribes,

(ii) Appendix III to 2 CFR Part 200 governs Indirect Cost Rate Proposals for public and private institutions of higher education,

(iii) Appendix IV to 2 CFR Part 200 governs Indirect (F&A) Costs Identification and Assignment, and Rate Determination for Nonprofit Organizations, and

(iv) Appendix V to 2 CFR Part 200 governs state/Local Government-wide Central Service Cost Allocation Plans.

(c) A grantee who has a current, applicable rate negotiated by a cognizant federal agency must provide to Grantor a copy of its Indirect Cost Rate acceptance letter from the federal government and a copy of all documentation regarding the allocation methodology for costs used to negotiate that rate, e.g., without limitation, the cost policy statement or disclosure narrative statement. Grantor will accept that Indirect Cost Rate, up to any statutory, rule-based or programmatic limit.

(d) A grantee who does not have a current negotiated rate, may elect to charge a de minimis rate up to 15 percent of modified total direct costs, which may be used indefinitely. No documentation is required to justify the de minimis Indirect Cost Rate. 2 CFR 200.414(f).

7.3. **Transfer of Costs.** Cost transfers between Grants, whether as a means to compensate for cost overruns or for other reasons, are unallowable. 2 CFR 200.451.

7.4. **Commercial Organization Cost Principles.** The federal cost principles and procedures for cost analysis and the determination, negotiation and allowance of costs that apply to commercial organizations are set forth in 48 CFR Part 31.

7.5. **Financial Management Standards.** The financial management systems of Grantee must meet the following standards:

(a) **Accounting System.** Grantee organizations must have an accounting system that provides accurate, current, and complete disclosure of all financial transactions related to each state- and federally-funded Program. Accounting records must contain information pertaining to State and federal pass-through awards, authorizations, Obligations, unobligated balances, assets, outlays, and income. These records must be maintained on a current basis and balanced at least quarterly. Cash contributions to the Program from third parties must be accounted for in the general ledger with other Grant Funds. Third party in-kind (non-cash) contributions are not required to be recorded in the general ledger, but must be under accounting control, possibly through the use of a memorandum ledger. To comply with 2 CFR 200.305(b)(9) and 30 ILCS 708/97, Grantee must use reasonable efforts to ensure that funding streams are delineated within Grantee's accounting system. 2 CFR 200.302.

(b) **Source Documentation.** Accounting records must be supported by such source documentation as canceled checks, bank statements, invoices, paid bills, donor letters, time and attendance records, activity reports, travel reports, contractual and consultant agreements, and subaward documentation. All supporting documentation must be clearly identified with the Award and general ledger accounts which are to be charged or credited.

(i) The documentation standards for salary charges to Grants are prescribed by 2 CFR 200.430, and in the cost principles applicable to the Grantee's organization.

(ii) If records do not meet the standards in 2 CFR 200.430, then Grantor may notify Grantee in **PART TWO, PART THREE** or **Exhibit E** of the requirement to submit personnel activity reports. 2 CFR 200.430(g)(8). Personnel activity reports must account on an after-the-fact basis for one hundred percent (100%) of the employee's actual time, separately indicating the time spent on the Award, other grants or projects, vacation or sick leave, and administrative time, if applicable. The reports must be signed by the employee, approved by the appropriate official, and coincide with a pay period. These time records must be used to record the distribution of salary costs to the appropriate accounts no less frequently than quarterly.

(iii) Formal agreements with independent contractors, such as consultants, must include a description of the services to be performed, the period of performance, the fee and method of payment, an itemization of travel and other costs which are chargeable to the agreement, and the signatures of both the contractor and an appropriate official of Grantee.

(iv) If third party in-kind (non-cash) contributions are used for Award purposes, the valuation of these contributions must be supported with adequate documentation.

(c) **Internal Control.** Grantee must maintain effective control and accountability for all cash, real and personal property, and other assets. Grantee must adequately safeguard all such property and must provide assurance that it is used solely for authorized purposes. Grantee must also have systems in place that provide reasonable assurance that the information is accurate, allowable, and compliant with the terms and conditions of this Agreement. 2 CFR 200.303.

(d) **Budget Control.** Grantee must maintain records of expenditures for each Award by the cost categories of the approved Budget (including Indirect Costs that are charged to the Award), and actual expenditures are to be compared with budgeted amounts at least quarterly.

(e) **Cash Management.** Requests for advance payment must be limited to Grantee's immediate cash needs. Grantee must have written procedures to minimize the time elapsing between the receipt and the disbursement of Grant Funds to avoid having excess funds on hand. 2 CFR 200.305.

7.6 **Profits.** It is not permitted for any person or entity to earn a Profit from an Award. See, e.g., 2 CFR 200.400(g); see also 30 ILCS 708/60(a)(7).

7.7. **Management of Program Income.** Grantee is encouraged to earn income to defray Program Costs where appropriate, subject to 2 CFR 200.307.

## ARTICLE VIII LOBBYING

8.1. **Improper Influence.** Grantee certifies that it will not use and has not used Grant Funds to influence or attempt to influence an officer or employee of any government agency or a member or employee of the State or federal legislature in connection with the awarding of any agreement, the making of any grant, the making of any loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment or modification of any agreement, grant, loan or cooperative agreement. Additionally, Grantee certifies that it has filed the required certification under the Byrd Anti-Lobbying Amendment (31 USC 1352), if applicable.

8.2. **Federal Form LLL.** If any federal funds, other than federally-appropriated funds, were paid or will be paid to any person for influencing or attempting to influence any of the above persons in connection with this Agreement, the undersigned must also complete and submit Federal Form LLL, Disclosure of Lobbying Activities Form, in accordance with its instructions.

8.3. **Lobbying Costs.** Grantee certifies that it is in compliance with the restrictions on lobbying set forth in 2 CFR 200.450. For any Indirect Costs associated with this Agreement, total lobbying costs must be separately identified in the Program Budget, and thereafter treated as other Unallowable Costs.

8.4. **Procurement Lobbying.** Grantee warrants and certifies that it and, to the best of its knowledge, its subrecipients have complied and will comply with Illinois Executive Order No. 1 (2007) (EO 1-2007). EO 1-2007 generally prohibits grantees and subcontractors from hiring the then-serving Governor's family members to lobby procurement activities of the State, or any other unit of government in Illinois including local governments, if that procurement may result in a contract valued at over \$25,000. This prohibition also applies to hiring for that same purpose any former State employee who had procurement authority at any time during the one-year period preceding the procurement lobbying activity.

8.5. **Subawards.** Grantee must include the language of this ARTICLE in the award documents for any subawards made pursuant to this Award at all tiers. All subrecipients are also subject to certification and disclosure. Pursuant to Appendix II(I) to 2 CFR Part 200, Grantee must forward all disclosures by contractors regarding this certification to Grantor.

8.6. **Certification.** This certification is a material representation of fact upon which reliance was placed to enter into this transaction and is a prerequisite for this transaction, pursuant to 31 USC 1352. Any person who fails to file the required certifications will be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

## ARTICLE IX MAINTENANCE AND ACCESSIBILITY OF RECORDS; MONITORING

9.1. Records Retention. Grantee must maintain for three (3) years from the date of submission of the final expenditure report, adequate books, all financial records and, supporting documents, statistical records, and all other records pertinent to this Award, adequate to comply with 2 CFR 200.334, unless a different retention period is specified in 2 CFR 200.334, 44 Ill. Admin. Code 7000.430(a) and (b) or **PART TWO** or **PART THREE**. If any litigation, claim or audit is started before the expiration of the retention period, the records must be retained until all litigation, claims or audit exceptions involving the records have been resolved and final action taken.

9.2. Accessibility of Records. Grantee, in compliance with 2 CFR 200.337 and 44 Ill. Admin. Code 7000.430(f), must make books, records, related papers, supporting documentation and personnel relevant to this Agreement available to authorized Grantor representatives, the Illinois Auditor General, Illinois Attorney General, any Executive Inspector General, Grantor's Inspector General, federal authorities, any person identified in 2 CFR 200.337, and any other person as may be authorized by Grantor (including auditors), by the State of Illinois or by federal statute. Grantee must cooperate fully in any such audit or inquiry.

9.3. Failure to Maintain Books and Records. Failure to maintain adequate books, records and supporting documentation, as described in this ARTICLE, will result in the disallowance of costs for which there is insufficient supporting documentation and also establishes a presumption in favor of the State for the recovery of any Grant Funds paid by the State under this Agreement for which adequate books, records and supporting documentation are not available to support disbursement.

9.4. Monitoring and Access to Information. Grantee must monitor its activities to assure compliance with applicable state and federal requirements and to assure its performance expectations are being achieved. Grantor will monitor the activities of Grantee to assure compliance with all requirements including applicable programmatic rules, regulations, and guidelines that the Grantor promulgates or implements, and performance expectations of the Award. Grantee must timely submit all financial and performance reports, and must supply, upon Grantor's request, documents and information relevant to the Award. Grantor may make site visits as warranted by Program needs. 2 CFR 200.329; 200.332. Additional monitoring requirements may be in **PART TWO** or **PART THREE**.

## ARTICLE X FINANCIAL REPORTING REQUIREMENTS

10.1. Required Periodic Financial Reports. Grantee must submit financial reports as requested and in the format required by Grantor no later than the dues date(s) specified in **PART TWO** or **PART THREE**. Grantee must submit reports to Grantor describing the expenditure(s) of the funds related thereto at intervals specified by Grantor, which must be no less than annually and no more frequently than quarterly, unless otherwise specified in either **PART TWO** or **PART THREE** (approved as an exception by GATU) or on Exhibit E pursuant to specific conditions. 2 CFR 200.328(b). Any report required by 30 ILCS 708/125 may be detailed in **PART TWO** or **PART THREE**.

### 10.2. Financial Close-out Report.

(a) Grantee must submit a financial Close-out Report, in the format required by Grantor, by the due date specified in **PART TWO** or **PART THREE**, which must be no later than sixty (60) calendar days following the end of the Period of Performance for this Agreement or Agreement termination. The format of this financial Close-out Report must follow a format prescribed by Grantor. 2 CFR 200.344; 44 Ill. Admin. Code 7000.440(b).

(b) If an audit or review of Grantee occurs and results in adjustments after Grantee submits a Close-out Report, Grantee must submit a new financial Close-out Report based on audit adjustments, and immediately submit a refund to Grantor, if applicable. 2 CFR 200.345; 44 Ill. Admin. Code 7000.450.

10.3. Effect of Failure to Comply. Failure to comply with the reporting requirements in this Agreement may cause a delay or suspension of funding or require the return of improper payments or Unallowable Costs, and will be considered a material breach of this Agreement. Grantee's failure to comply with ARTICLE X, ARTICLE XI, or ARTICLE XVII will be considered prima facie evidence of a breach and may be admitted as such, without further proof, into evidence in an administrative proceeding before Grantor, or in any other legal proceeding. Grantee should refer to the State Grantee

Compliance Enforcement System for policy and consequences for failure to comply. 44 Ill. Admin. Code 7000.80.1.1.

## ARTICLE XI PERFORMANCE REPORTING REQUIREMENTS

11.1. Required Periodic Performance Reports. Grantee must submit performance reports as requested and in the format required by Grantor no later than the due date(s) specified in PART TWO or PART THREE. 44 Ill. Admin. Code 7000.410. Grantee must report to Grantor on the performance measures listed in Exhibit D, PART TWO or PART THREE at the intervals specified by Grantor, which must be no less frequent than annually and no more frequent than quarterly, unless otherwise specified in either PART TWO or PART THREE (approved as an exception by GATU), or on Exhibit E pursuant to specific conditions. For certain construction-related Awards, such reports may be exempted as identified in PART TWO or PART THREE. 2 CFR 200.329.

11.2. Performance Close-out Report. Grantee must submit a performance Close-out Report, in the format required by Grantor by the due date specified in PART TWO or PART THREE, which must be no later than 60 calendar days following the end of the Period of Performance or Agreement termination. 2 CFR 200.344; 44 Ill. Admin. Code 7000.440(b).

11.3. Content of Performance Reports. Pursuant to 2 CFR 200.329(b) and (c), all performance reports must relate the financial data and project or program accomplishments to the performance goals and objectives of this Award and also include the following: a comparison of actual accomplishments to the objectives of the Award established for the reporting period (for example, comparing costs to units of accomplishment); a computation of the cost and demonstration of cost effective practices (e.g., through unit cost data); performance trend data and analysis if required; the reasons why established goals were not met, if appropriate; and additional information, analysis, and explanation of any cost overruns or higher-than-expected unit costs. Additional content and format guidelines for the performance reports will be determined by Grantor contingent on the Award's statutory, regulatory and administrative requirements, and are included in PART TWO or PART THREE of this Agreement.

## ARTICLE XII AUDIT REQUIREMENTS

12.1. Audits. Grantee is subject to the audit requirements contained in the Single Audit Act Amendments of 1996 (31 USC 7501-7507), Subpart F of 2 CFR Part 200, and the audit rules and policies set forth by the Governor's Office of Management and Budget. 30 ILCS 708/65(c); 44 Ill. Admin. Code 7000.90.

12.2. Consolidated Year-End Financial Reports (CYEFR). All grantees must complete and submit a CYEFR through the Grantee Portal, except those exempted by federal or State statute or regulation, as set forth in PART TWO or PART THREE. The CYEFR is a required schedule in Grantee's audit report if Grantee is required to complete and submit an audit report as set forth herein.

(a) Grantee's CYEFR must cover the same period as the audited financial statements, if required, and must be submitted in accordance with the audit schedule at 44 Ill. Admin. Code 7000.90. If Grantee is not required to complete audited financial statements, the CYEFR must cover Grantee's fiscal year and must be submitted within 6 months of the Grantee's fiscal year-end.

(b) The CYEFR must include an in relation to opinion from the auditor of the financial statements included in the audit.

(c) The CYEFR must follow a format prescribed by Grantor.

12.3. Entities That Are Not "For-Profit".

(a) This Paragraph applies to Grantees that are not "for-profit" entities.

(b) Single and Program-Specific Audits. If, during its fiscal year, Grantee expends at least \$1,000,000 in federal Awards (direct federal and federal pass-through awards combined), Grantee must have a single audit or program-specific audit conducted for that year as required by 2 CFR 200.501 and other applicable sections of Subpart F of 2 CFR Part 200. The audit report packet must be completed as described in 2 CFR 200.512 (single audit) or 2 CFR 200.507 (program-specific audit), 44 Ill. Admin. Code 7000.90(h)(1) and the current GATA audit manual and submitted to the Federal Audit Clearinghouse, as required by 2 CFR 200.512. The results of peer and external quality control reviews, management letters issued by the auditors and their respective corrective action plans if significant deficiencies or material weaknesses are identified, and the CYEFR(s) must be submitted to the Grantee Portal at the same time the audit report packet is submitted to the Federal Audit Clearinghouse. The due date of all required submissions set forth in this Paragraph is the earlier of (i) thirty (30) calendar days after receipt of the auditor's report(s) or (ii) nine (9) months after the end of Grantee's audit period.

(c) Financial Statement Audit. If, during its fiscal year, Grantee expends less than the threshold amount \$1,000,000 in federal Awards, Grantee is subject to the following audit requirements:

(i) If, during its fiscal year, Grantee expends at least \$750,000 in State-issued Awards, Grantee must have a financial statement audit conducted in accordance with the Generally Accepted Government Auditing Standards (GAGAS). Grantee may be subject to additional requirements in PART TWO, PART THREE or Exhibit E based on Grantee's risk profile.

(ii) If, during its fiscal year, Grantee expends less than \$750,000 in State-issued Awards, but expends at least the \$500,000 in State-issued Awards, Grantee must have a financial statement audit conducted in accordance with the Generally Accepted Auditing Standards (GAAS).

(iii) If Grantee is a Local Education Agency (as defined in 34 CFR 77.1), Grantee must have a financial statement audit conducted in accordance with GAGAS, as required by 23 Ill. Admin. Code 100.110, regardless of the dollar amount of expenditures of State-issued Awards.

(iv) If Grantee does not meet the requirements in subsections 12.3(b) and 12.3(c)(i-iii) but is required to have a financial statement audit conducted based on other regulatory requirements, Grantee must submit those audits for review.

(v) Grantee must submit its financial statement audit report packet, as set forth in 44 Ill. Admin. Code 7000.90(h)(2) and the current GATA audit manual, to the Grantee Portal within the earlier of (i) thirty (30) calendar days after receipt of the auditor's report(s) or (ii) six (6) months after the end of Grantee's audit period.(i)

#### 12.4. "For-Profit" Entities.

(a) This Paragraph applies to Grantees that are "for-profit" entities.

(b) Program-Specific Audit. If, during its fiscal year, Grantee expends at least \$1,000,000 in federal pass-through funds from State-issued Awards, Grantee must have a program-specific audit conducted in accordance with 2 CFR 200.507. The auditor must audit federal pass-through programs with federal pass-through Awards expended that, in the aggregate, cover at least 50 percent (0.50) of total federal pass-through Awards expended. The audit report packet must be completed as described in 2 CFR 200.507 (program-specific audit), 44 Ill. Admin. Code 7000.90 and the current GATA audit manual, and must be submitted to the Grantee Portal. The due date of all required submissions set forth in this Paragraph is the earlier of (i) thirty (30) calendar days after receipt of the auditor's report(s) or (ii) nine (9) months after the end of Grantee's audit period.

(c) Financial Statement Audit. If, during its fiscal year, Grantee expends less than at least \$1,000,000 in federal pass-through funds from State-issued Awards, Grantee must follow all of the audit requirements in Paragraphs 12.3(c)(i)-(v), above.

(d) Publicly-Traded Entities. If Grantee is a publicly-traded company, Grantee is not subject to the single audit or program-specific audit requirements, but must submit its annual audit conducted in accordance with its regulatory requirements.

12.5. Performance of Audits. For those organizations required to submit an independent audit report, the audit must be conducted by the Illinois Auditor General (as required for certain governmental entities only), or a Certified Public Accountant or Certified Public Accounting Firm licensed in the State of Illinois or in accordance with Section 5.2 of the Illinois Public Accounting Act (225 ILCS 450/5.2). For all audits required to be performed subject to GAGAS or Generally Accepted Auditing Standards, Grantee must request and maintain on file a copy of the auditor's most recent peer review report and acceptance letter. Grantee must follow procedures prescribed by Grantor for the preparation and submission of audit reports and any related documents.

12.6. Delinquent Reports. When audit reports or financial statements required under this ARTICLE are prepared by the Illinois Auditor General, if they are not available by the above-specified due date, they must be provided to Grantor within thirty (30) days of becoming available. Grantee should refer to the State Grantee Compliance Enforcement System for the policy and consequences for late reporting. 44 Ill. Admin. Code 7000.80.

### ARTICLE XIII TERMINATION; SUSPENSION; NON-COMPLIANCE

#### 13.1. Termination.

(a) Either Party may terminate this Agreement, in whole or in part, upon thirty (30) calendar days' prior written notice to the other Party.

(b) If terminated by the Grantee, Grantee must include the reasons for such termination, the effective date, and, in the case of a partial termination, the portion to be terminated. If Grantor determines in the case of a partial termination that the reduced or modified portion of the Award will not accomplish the purposes for which the Award was made, Grantor may terminate the Agreement in its entirety. 2 CFR 200.340(a)(3).

(c) This Agreement may be terminated, in whole or in part, by Grantor:

(i) Pursuant to a funding failure under Paragraph 4.1;

(ii) If Grantee fails to comply with the terms and conditions of this or any Award, application or proposal, including any applicable rules or regulations, or has made a false representation in connection with the receipt of this or any Award; or

(iii) If the Award no longer effectuates the Program goals or agency priorities, and if this termination is permitted in the terms and conditions of the Award, which must be detailed in Exhibit A, PART TWO or PART THREE.

13.2. Suspension. Grantor may suspend this Agreement, in whole or in part, pursuant to a funding failure under Paragraph 4.1 or if the Grantee fails to comply with terms and conditions of this or any Award. If suspension is due to Grantee's failure to comply, Grantor may withhold further payment and prohibit Grantee from incurring additional Obligations pending corrective action by Grantee or a decision to terminate this Agreement by Grantor. Grantor may allow necessary and proper costs that Grantee could not reasonably avoid during the period of suspension.

13.3. Non-compliance. If Grantee fails to comply with the U.S. Constitution, applicable statutes, regulations or the terms and conditions of this or any Award, Grantor may impose additional conditions on Grantee, as described in 2 CFR 200.208. If Grantor determines that non-compliance cannot be remedied by imposing additional conditions, Grantor may take one or more of the actions described in 2 CFR 200.339. The Parties must follow all Grantor policies and procedures regarding non-compliance, including, but not limited to, the procedures set forth in the State Grantee Compliance Enforcement System. 44 Ill. Admin. Code 7000.80 and 7000.260.

13.4. Objection. If Grantor suspends or terminates this Agreement, in whole or in part, for cause, or takes any other action in response to Grantee's non-compliance, Grantee may avail itself of any opportunities to object and challenge

such suspension, termination or other action by Grantor in accordance with any applicable processes and procedures, including, but not limited to, the procedures set forth in the State Grantee Compliance Enforcement System. 2 CFR 200.342; 44 Ill. Admin. Code 7000.80 and 7000.260.

13.5. Effects of Suspension and Termination.

(a) Grantor may credit Grantee for allowable expenditures incurred in the performance of authorized services under this Agreement prior to the effective date of a suspension or termination.

(b) Except as set forth in subparagraph (c), below, Grantee must not incur any costs or Obligations that require the use of Grant Funds after the effective date of a suspension or termination, and must cancel as many outstanding Obligations as possible.

(c) Costs to Grantee resulting from Obligations incurred by Grantee during a suspension or after termination of the Agreement are not allowable unless Grantor expressly authorizes them in the notice of suspension or termination or subsequently. However, Grantor may allow costs during a suspension or after termination if:

(i) The costs result from Obligations properly incurred before the effective date of suspension or termination, are not in anticipation of the suspension or termination, and the costs would be allowable if the Agreement was not suspended or terminated prematurely. 2 CFR 200.343.

13.6. Close-out of Terminated Agreements. If this Agreement is terminated, in whole or in part, the Parties must comply with all close-out and post-termination requirements of this Agreement. 2 CFR 200.340(d).

**ARTICLE XIV  
SUBCONTRACTS/SUBAWARDS**

14.1. Subcontracting/Subrecipients/Delegation. Grantee must not subcontract nor issue a subaward for any portion of this Agreement nor delegate any duties hereunder without Prior Approval of Grantor. The requirement for Prior Approval is satisfied if the subcontractor or subrecipient has been identified in the uniform grant application, such as, without limitation, a Project description, and Grantor has approved. Grantee must follow all applicable requirements set forth in 2 CFR 200.332.

14.2. Application of Terms. If Grantee enters into a subaward agreement with a subrecipient, Grantee must notify the subrecipient of the applicable laws and regulations and terms and conditions of this Award by attaching this Agreement to the subaward agreement. The terms of this Agreement apply to all subawards authorized in accordance with Paragraph 14.1. 2 CFR 200.101(b).

14.3. Liability as Guaranty. Grantee will be liable as guarantor for any Grant Funds it obligates to a subrecipient or subcontractor pursuant to this ARTICLE in the event Grantor determines the funds were either misspent or are being improperly held and the subrecipient or subcontractor is insolvent or otherwise fails to return the funds. 2 CFR 200.345; 30 ILCS 705/6; 44 Ill. Admin. Code 7000.450(a).

**ARTICLE XV  
NOTICE OF CHANGE**

15.1. Notice of Change. Grantee must notify Grantor if there is a change in Grantee's legal status, FEIN, UEI, SAM registration status, Related Parties, senior management (for non-governmental grantees only) or address. If the change is anticipated, Grantee must give thirty (30) days' prior written notice to Grantor. If the change is unanticipated,

Grantee must give notice as soon as practicable thereafter. Grantor reserves the right to take any and all appropriate action as a result of such change(s).

15.2. Failure to Provide Notification. To the extent permitted by Illinois law (see Paragraph 21.2), Grantee must hold harmless Grantor for any acts or omissions of Grantor resulting from Grantee's failure to notify Grantor as required by Paragraph 15.1.

15.3. Notice of Impact. Grantee must notify Grantor in writing of any event, including, by not limited to, becoming a party to litigation, an investigation, or transaction that may have a material impact on Grantee's ability to perform under this Agreement. Grantee must provide notice to Grantor as soon as possible, but no later than five (5) days after Grantee becomes aware that the event may have a material impact.

15.4. Effect of Failure to Provide Notice. Failure to provide the notice described in this ARTICLE is grounds for termination of this Agreement and any costs incurred after the date notice should have been given may be disallowed.

## ARTICLE XVI STRUCTURAL REORGANIZATION AND RECONSTITUTION OF BOARD MEMBERSHIP

16.1. Effect of Reorganization. This Agreement is made by and between Grantor and Grantee, as Grantee is currently organized and constituted. Grantor does not agree to continue this Agreement, or any license related thereto, should Grantee significantly reorganize or otherwise substantially change the character of its corporate structure, business structure or governance structure. Grantee must give Grantor prior notice of any such action or changes significantly affecting its overall structure or, for non-governmental grantees only, management makeup (for example, a merger or a corporate restructuring), and must provide all reasonable documentation necessary for Grantor to review the proposed transaction including financial records and corporate and shareholder minutes of any corporation which may be involved. Grantor reserves the right to terminate the Agreement based on whether the newly organized entity is able to carry out the requirements of the Award. This ARTICLE does not require Grantee to report on minor changes in the makeup of its board membership or governance structure, as applicable. Nevertheless, **PART TWO** or **PART THREE** may impose further restrictions. Failure to comply with this ARTICLE constitutes a material breach of this Agreement.

## ARTICLE XVII CONFLICT OF INTEREST

17.1. Required Disclosures. Grantee must immediately disclose in writing any potential or actual Conflict of Interest to Grantor. 2 CFR 200.112; 30 ILCS 708/35. 1.1.

17.2. Prohibited Payments. Payments made by Grantor under this Agreement must not be used by Grantee to compensate, directly or indirectly, any person currently holding an elective office in this State including, but not limited to, a seat in the General Assembly. In addition, where Grantee is not an instrumentality of the State of Illinois, as described in this Paragraph, Grantee must request permission from Grantor to compensate, directly or indirectly, any person employed by an office or agency of the State of Illinois. An instrumentality of the State of Illinois includes, without limitation, State departments, agencies, boards, and State universities. An instrumentality of the State of Illinois does not include, without limitation, units of Local Government and related entities.

17.3. Request for Exemption. Grantee may request written approval from Grantor for an exemption from Paragraph 17.2. Grantee acknowledges that Grantor is under no obligation to provide such exemption and that Grantor may grant an such exemption subject to additional terms and conditions as Grantor may require.

## ARTICLE XVIII EQUIPMENT OR PROPERTY

18.1. Purchase of Equipment. For any equipment purchased in whole or in part with Grant Funds, if Grantor determines that Grantee has not met the conditions of 2 CFR 200.439, the costs for such equipment will be disallowed. Grantor must notify Grantee in writing that the purchase of equipment is disallowed.

18.2. Prohibition against Disposition/Encumbrance. Any equipment, material, or real property that Grantee purchases or improves with Grant Funds must not be sold, transferred, encumbered (other than original financing) or otherwise disposed of during the Award Term without Prior Approval of Grantor unless a longer period is required in **PART TWO** or **PART THREE** and permitted by 2 CFR Part 200 Subpart D. Use or disposition of real property acquired or improved using Grant Funds must comply with the requirements of 2 CFR 200.311. Real property, equipment, and intangible property that are acquired or improved in whole or in part using Grant Funds are subject to the provisions of 2 CFR 200.316. Grantor may require the Grantee to record liens or other appropriate notices of record to indicate that personal or real property has been acquired or improved with this Award and that use and disposition conditions apply to the property.

18.3. Equipment and Procurement. Grantee must comply with the uniform standards set forth in 2 CFR 200.310-200.316 governing the management and disposition of property, the cost of which was supported by Grant Funds. Any waiver from such compliance must be granted by either the President's Office of Management and Budget, the Governor's Office of Management and Budget, or both, depending on the source of the Grant Funds used. Additionally, Grantee must comply with the standards set forth in 2 CFR 200.317-200.327 to establish procedures to use Grant Funds for the procurement of supplies and other expendable property, equipment, real property and other services.

18.4. Equipment Instructions. Grantee must obtain disposition instructions from Grantor when equipment, purchased in whole or in part with Grant Funds, is no longer needed for their original purpose. Notwithstanding anything to the contrary contained in this Agreement, Grantor may require transfer of any equipment to Grantor or a third party for any reason, including, without limitation, if Grantor terminates the Award or Grantee no longer conducts Award activities. Grantee must properly maintain, track, use, store and insure the equipment according to applicable best practices, manufacturer's guidelines, federal and state laws or rules, and Grantor requirements stated herein.

18.5. Domestic Preferences for Procurements. In accordance with 2 CFR 200.322, to the greatest extent practicable and consistent with law, Grantee must, under this Award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this Paragraph must be included in all subawards and in all contracts and purchase orders under this Award.

## ARTICLE XIX PROMOTIONAL MATERIALS; PRIOR NOTIFICATION

19.1. Promotional and Written Materials. Use of Grant Funds for promotions is subject to the prohibitions for advertising or public relations costs in 2 CFR 200.421(e). To use Grant Funds in whole or in part to produce any written publications, announcements, reports, flyers, brochures or other written materials, these uses must be allowable under 2 CFR 200.421 and 200.467 and Grantee must include in these publications, announcements, reports, flyers, brochures and all other such material, the phrase "Funding provided in whole or in part by the [Grantor]." 2 CFR 200.467. Exceptions to this requirement must be requested, in writing, from Grantor and will be considered authorized only upon written notice thereof to Grantee.

19.2. Prior Notification/Release of Information. Grantee must notify Grantor ten (10) days prior to issuing public announcements or press releases concerning work performed pursuant to this Agreement, or funded in whole or in part by this Agreement, and must cooperate with Grantor in joint or coordinated releases of information.

## ARTICLE XX INSURANCE

20.1. Maintenance of Insurance. Grantee must maintain in full force and effect during the Term of this Agreement casualty and bodily injury insurance, as well as insurance sufficient to cover the replacement cost of any and all real or personal property (including equipment), or both, purchased or, otherwise acquired, or improved in whole or in part, with funds disbursed pursuant to this Agreement. 2 CFR 200.310. Additional insurance requirements may be detailed in **PART TWO** or **PART THREE**.

20.2. Claims. If a claim is submitted for real or personal property, or both, purchased in whole with funds from this Agreement and such claim results in the recovery of money, such money recovered must be surrendered to Grantor.

## ARTICLE XXI LAWSUITS AND INDEMNIFICATION

21.1. Independent Contractor. Neither Grantee nor any employee or agent of Grantee acquires any employment rights with Grantor by virtue of this Agreement. Grantee must provide the agreed services and achieve the specified results free from the direction or control of Grantor as to the means and methods of performance. Grantee must provide its own equipment and supplies necessary to conduct its business; provided, however, that in the event, for its convenience or otherwise, Grantor makes any such equipment or supplies available to Grantee, Grantee's use of such equipment or supplies provided by Grantor pursuant to this Agreement is strictly limited to official Grantor or State of Illinois business and not for any other purpose, including any personal benefit or gain.

### 21.2. Indemnification and Liability.

(a) **Non-governmental entities.** This subparagraph applies only if Grantee is a non-governmental entity. Grantee must hold harmless Grantor against any and all liability, loss, damage, cost or expenses, including attorneys' fees, arising from the intentional torts, negligence or breach of contract of Grantee, with the exception of acts performed in conformance with an explicit, written directive of Grantor. Indemnification by Grantor is governed by the State Employee Indemnification Act (5 ILCS 350/.01 *et seq.*) as interpreted by the Illinois Attorney General. Grantor makes no representation that Grantee, an independent contractor, will qualify or be eligible for indemnification under said Act.

(b) **Governmental entities.** This subparagraph applies only if Grantee is a governmental unit as designated in Paragraph 3.2. Neither Party shall be liable for actions chargeable to the other Party under this Agreement including, but not limited to, the negligent acts and omissions of the other Party's agents, employees or subcontractors in the performance of their duties as described under this Agreement, unless such liability is imposed by law. This Agreement is not construed as seeking to enlarge or diminish any obligation or duty owed by one Party against the other or against a third party.

## ARTICLE XXII MISCELLANEOUS

22.1. Gift Ban. Grantee is prohibited from giving gifts to State employees pursuant to the State Officials and Employees Ethics Act (5 ILCS 430/10-10) and Illinois Executive Order 15-09.

22.2. Assignment Prohibited. This Agreement must not be sold, assigned, or transferred in any manner by Grantee, to include an assignment of Grantee's rights to receive payment hereunder, and any actual or attempted sale, assignment, or transfer by Grantee without the Prior Approval of Grantor in writing renders this Agreement null, void and of no further effect.

22.3. Copies of Agreements upon Request. Grantee must, upon request by Grantor, provide Grantor with copies of contracts or other agreements to which Grantee is a party with any other State agency.

22.4. Amendments. This Agreement may be modified or amended at any time during its Term by mutual consent

of the Parties, expressed in writing and signed by the Parties.

22.5. Severability. If any provision of this Agreement is declared invalid, its other provisions will remain in effect.

22.6. No Waiver. The failure of either Party to assert any right or remedy pursuant to this Agreement will not be construed as a waiver of either Party's right to assert such right or remedy at a later time or constitute a course of business upon which either Party may rely for the purpose of denial of such a right or remedy.

22.7. Applicable Law: Claims. This Agreement and all subsequent amendments thereto, if any, are governed and construed in accordance with the laws of the State of Illinois. Any claim against Grantor arising out of this Agreement must be filed exclusively with the Illinois Court of Claims. 705 ILCS 505/1 *et seq.* Grantor does not waive sovereign immunity by entering into this Agreement.

22.8. Compliance with Law. Grantee is responsible for ensuring that Grantee's Obligations and services hereunder are performed in compliance with all applicable federal and State laws, including, without limitation, federal regulations, State administrative rules, including but not limited to 44 Ill. Admin. Code Part 7000, laws and rules which govern disclosure of confidential records or other information obtained by Grantee concerning persons served under this Agreement, and any license requirements or professional certification provisions.

22.9. Compliance with Freedom of Information Act. Upon request, Grantee must make available to Grantor all documents in its possession that Grantor deems necessary to comply with requests made under the Freedom of Information Act. 5 ILCS 140/7(2).

22.10 1.1. Compliance with Whistleblower Protections. Grantee must comply with the Whistleblower Act (740 ILCS 174/1 *et seq.*) and the whistleblower protections set forth in 2 CFR 200.217, including but not limited to, the requirement that Grantee and its subrecipients inform their employees in writing of employee whistleblower rights and protections under 41 U.S.C. 4712.

22.11. Precedence.

(a) Except as set forth in subparagraph (b), below, the following rules of precedence are controlling for this Agreement: In the event there is a conflict between this Agreement and any of the exhibits or attachments hereto, this Agreement controls. In the event there is a conflict between PART ONE and PART TWO or PART THREE of this Agreement, PART ONE controls. In the event there is a conflict between PART TWO and PART THREE of this Agreement, PART TWO controls. In the event there is a conflict between this Agreement and relevant statute(s) or rule(s), the relevant statute(s) or rule(s) controls.

(b) Notwithstanding the provisions in subparagraph (a), above, if a relevant federal or state statute(s) or rule(s) requires an exception to this Agreement's provisions, or an exception to a requirement in this Agreement is granted by GATU, such exceptions must be noted in PART TWO or PART THREE, and in such cases, those requirements control.

22.12. Illinois Grant Funds Recovery Act. In the event of a conflict between the Illinois Grant Funds Recovery Act and the Grant Accountability and Transparency Act, the provisions of the Grant Accountability and Transparency Act control. 30 ILCS 708/80.

22.13. Headings. Articles and other headings contained in this Agreement are for reference purposes only and are not intended to define or limit the scope, extent or intent of this Agreement or any provision hereof.

22.14. Counterparts. This Agreement may be executed in one or more counterparts, each of which are considered to be one and the same agreement, binding on all Parties hereto, notwithstanding that all Parties are not signatories to the same counterpart. Duplicated signatures, signatures transmitted via facsimile, or signatures contained in a Portable Document Format (PDF) document are deemed original for all purposes.

22.15. Attorney Fees and Costs. Unless prohibited by law, if Grantor prevails in any proceeding to enforce the terms of this Agreement, including any administrative hearing pursuant to the Grant Funds Recovery Act or the Grant Accountability and Transparency Act, Grantor has the right to recover reasonable attorneys' fees, costs and expenses associated with such proceedings.

22.16. Continuing Responsibilities. The termination or expiration of this Agreement does not affect: (a) the right of Grantor to disallow costs and recover funds based on a later audit or other review; (b) the obligation of the Grantee to return any funds due as a result of later refunds, corrections or other transactions, including, without limitation, final Indirect Cost Rate adjustments and those funds obligated pursuant to ARTICLE XIV; (c) the CYEFR(s); (d) audit requirements established in 44 Ill. Admin. Code 7000.90 and ARTICLE XII ; (e) property management and disposition requirements established in 2 CFR 200.310 through 2 CFR 200.316 and ARTICLE XVIII; or (f) records related requirements pursuant to ARTICLE IX. 44 Ill. Admin. Code 7000.440.

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EXHIBIT A

PROJECT DESCRIPTION

This project will develop a watershed-based plan (WBP) for the North Fork Kent Creek watershed which is part of the Kent Creek watershed (HUC 070900050106). The project area is approximately 22,801 acres. The WBP will be designed to improve water quality by controlling nonpoint source (NPS) pollution. The WBP will be consistent with the US EPA watershed-based plan guidance found in Appendix B of the Nonpoint Source Program and Grants Guidelines for States and Territories dated May 4, 2024 (as revised). The project will include outreach and information activities including stakeholder meetings and technical advisory committee formation and meetings.

OUTPUTS:

- One (1) Watershed-Based Plan Development Strategy
- One (1) Illinois-EPA approvable watershed-based plan for the North Fork Kent Creek watershed that meets the US EPA nine elements of a watershed-based plan
- One (1) Executive Summary
- One (1) completed Illinois EPA WBP or Total Maximum Daily Load Implementation Plan Joint Evaluation Form
- One (1) Outreach and Information Strategy
- One (1) Project Report

OUTCOMES:

- Future implementation of the WBP recommendations
- Water quality restoration of waterbodies in the North Fork Kent Creek watershed (HUC 070900050106).
- Increased implementation of NPS pollution control programs and projects to protect Illinois' water resources.

**EXHIBIT B**

**DELIVERABLES OR MILESTONES**

Description - Completion Date

**PROJECT COORDINATION**

1. Project Coordination - April 30, 2028

**WATERSHED-BASED PLAN DEVELOPMENT STRATEGY**

2. WBP Strategy - August 30, 2026

Implementation of WBP Strategy - February 28, 2028

**OUTREACH AND INFORMATION STRATEGY**

3. Outreach and Information Strategy - August 30, 2026

Complete Implementation of O&I Strategy - February 28, 2028

**PROJECT REPORT**

4. Project Report - February 28, 2028

**OTHER DIRECTED ACTIVITIES**

Periodic Performance and Financial Reports - Quarterly as stipulated

Annual Financial Reports - Annually as stipulated

**EXHIBIT C**

**CONTACT INFORMATION**

**CONTACTS FOR NOTIFICATION AND GRANT ADMINISTRATION:**

Unless specified elsewhere, all notices required or desired to be sent by either Party must be sent to the persons listed below. Grantee must notify Grantor of any changes in its contact information listed below within five (5) business days from the effective date of the change, and Grantor must notify Grantee of any changes to its contact information as soon as practicable. The Party making a change must send any changes in writing to the contact for the other Party. No amendment to this Agreement is required if information in this Exhibit is changed.

**FOR OFFICIAL GRANT NOTIFICATIONS**

**GRANTOR CONTACT**

Name: Aaron Enteman

Title: Environmental Protection Specialist

Address: Illinois Environmental Protection Agency  
Bureau of Water, Watershed Management  
Section, Mail Code #15  
P.O. Box 19276  
Springfield, Illinois 62794-9276

Additional Information

**GRANTEE CONTACT**

Name: Sean Von Bergen

Title: Assistant County Engineer

Address: Winnebago County Highway Department  
424 North Springfield Avenue  
Suite 533  
Rockford, IL 61101-5097  
Phone: (815) 319-4034  
Fax #: (815) 319-4001  
E-mail: [svonbergen@hwy.wincoil.gov](mailto:svonbergen@hwy.wincoil.gov)

**GRANTEE PAYMENT ADDRESS**  
(if different than the address above)

Address:

**FOR GRANT ADMINISTRATION**

**GRANTOR CONTACT**

Name: Aaron Enteman

Title: Environmental Protection Specialist

Address: P.O. Box 19276 Springfield, Illinois

Phone: (217) 557-7534

TTY#: N/A

Email Address: [aaron.enteman@illinois.gov](mailto:aaron.enteman@illinois.gov)

**GRANTEE CONTACT**

Name: Joseph Chiarelli

Title: County Board Chairman

Address: 424 North Springfield Avenue Suite 533

Phone: (815) 319-4225

TTY#: N/A

Email Address: [joe@admin.wincoil.gov](mailto:joe@admin.wincoil.gov)

EXHIBIT D

PERFORMANCE MEASURES AND STANDARDS

Under this Agreement, the Grantee shall complete\* the following tasks.

\*All submissions shall be sent to the Grantor Contact for Grant Administration as identified in Exhibit C of this Agreement and shall be submitted electronically unless otherwise specified by the Grantor.

PROJECT COORDINATION

1. Serving as the lead organization, the Grantee shall conduct limited outreach and provide technical assistance to stakeholders within the North Fork Kent Creek watershed (HUC 070900050106) to develop an IEPA-approvable North Fork Kent Creek Watershed-based Plan (WBP). The WBP will be designed to improve water quality by controlling NPS pollution. The Grantee shall also coordinate the development of outreach and information activities.

WATERSHED-BASED PLAN DEVELOPMENT STRATEGY

2. The Grantee shall cause the development of a Watershed-Based Plan Development Strategy (Strategy) that outlines the process they shall use to create a US EPA 9-element watershed-based plan and Executive Summary for the project area as defined in Exhibit A of this Agreement. The Strategy shall include a proposed schedule, scope of work, and budget; and address all items outlined below.

The Strategy shall be submitted by the Grantee to the Grantor by August 30, 2026. Upon Grantor's request, the Strategy shall be re-submitted containing all required modifications by the Grantee to the Grantor for review and approval. Limited activities related to the Strategy shall be implemented until the Strategy is approved by the Grantor. The Grantee shall complete the implementation of the Strategy by February 28, 2028.

WATERSHED RESOURCE INVENTORY

The Grantee shall compile a comprehensive watershed resource inventory (Inventory) for the North Fork Kent Creek as identified in the Strategy developed under Item 2 of Exhibit D of this Agreement. The Inventory shall include the information described in Attachment 2. The Inventory shall be completed and submitted by the Grantee to the Grantor by the date identified in the approved Strategy. Upon Grantor's request, the draft Inventory shall be re-submitted containing all required modifications by the Grantee to the Grantor for review and approval. The Inventory shall be incorporated into the final WBP.

WATERSHED-BASED PLAN

The Grantee will cause the development of a 9-element watershed-based plan(s) for the North Fork Kent Creek watershed as identified in the Strategy developed under Item 2 of Exhibit D of this Agreement. The WBP shall be consistent with US EPA watershed-based plan guidance found in Appendix B of the Nonpoint Source Program and Grants Guidelines for States and Territories dated May 4, 2024 (as revised) and Chicago Metropolitan Agency for Planning's "Guidance for Developing Watershed Action Plans in Illinois" dated June 2007.

The WBP shall be developed from the completed Inventory along with input from the local stakeholders and local experts. The WBP shall contain a problem statement, goals and objectives. The WBP shall identify and assess use impairments of water resources along with the causes and sources of such impairments. Potential management practices shall be identified for prevention, remediation, restoration, and maintenance to achieve water quality and natural resource objectives. The WBP shall identify the costs and funding sources associated

with implementing recommendations of the plan. The WBP shall include an implementation schedule; description of interim, measurable milestones; public information/education component; and a monitoring component. The WBP shall contain tables identifying site-specific best management practices (BMP) recommendations along with the associated units (number, feet, acres) that should be implemented, cost of implementation, estimated pollutant load reduction, priority, and responsible entity for each site-specific recommended BMP.

In addition to the site-specific BMP recommendations, the WBP shall also contain "Watershed-wide Summary of BMPs Recommended for Implementation" in a tabular or narrative format.

The Grantee shall identify the name of each type of NPS pollution control BMP (i.e., waste management system, conservation tillage, streambank stabilization) that will need to be implemented throughout the watershed to achieve the load reductions estimated in the WBP. The information shall represent the sum of the multiple individual BMPs of the same type, which may be needed in multiple locations spread throughout the entire watershed. The information shall be based on the WBP's identification of the causes and sources (i.e., X numbers of dairy cattle feedlots needing upgrading, Y acres of row crops needing improved nutrient management or sediment control, or Z linear miles of eroded streambank needing remediation) or groups of similar sources that will need to be controlled to achieve the load reductions estimated in the Plan.

In the WBP, for each BMP type recommended, the Grantee shall identify by subwatershed:

- the cumulative size (number, acres, or feet)
- the unit of measure (number, acres, or feet)
- the cumulative cost (measured in US dollars)
- the estimated cumulative sediment load reduction (tons/year)
- the estimated cumulative phosphorus load reduction (pounds/year)
- the estimated cumulative nitrogen load reduction (pounds/year)

All pollutant load reduction estimates should be made recognizing the natural variability and the difficulty in precisely predicting the performance of management measures over time.

The WBP shall be completed and submitted by the Grantee to the Grantor by the date identified in the approved Strategy. Upon Grantor's request, the WBP shall be re-submitted containing all required modifications by the Grantee to the Grantor for review and approval. Upon approval, two (2) paper copies and one (1) electronic copy of the WBP shall be submitted by the Grantee to the Grantor by the end of the Agreement Term.

#### EXECUTIVE SUMMARY

The WBP findings and recommendations for the North Fork Kent Creek watershed shall be encapsulated into a brief Executive Summary. The Executive Summary shall provide the main points of the WBP using clear and concise language and contain appropriate photos, graphics, and maps and be understandable by decision makers, watershed stakeholders, and the public.

The Executive Summary shall be completed and submitted by the Grantee to the Grantor for review by the date identified in the approved Strategy. Upon Grantor's request, the Executive Summary shall be re-submitted containing all required modifications by the Grantee to the Grantor for review and approval. Upon approval, two (2) paper copies and one (1) electronic copy of the Executive Summary shall be submitted by the Grantee to the Grantor by the end of the Agreement Term.

#### SELF-ASSESSMENT OF PLAN

The Grantee shall perform a self-assessment of the WBP developed under this Agreement using Illinois EPA's

Watershed-Based Plan or Total Maximum Daily Load Implementation Plan Joint Evaluation Form (Form) to verify that all elements of a WBP required in USEPA's May 4, 2024, guidance have been met. The Form shall be completed and submitted by the Grantee to the Grantor by the date identified in the approved Strategy. Upon Grantor's request, the Form shall be re-submitted containing all required modifications by the Grantee to the Grantor for review and approval.

#### OUTREACH AND INFORMATION STRATEGY

3. The Grantee shall develop and implement an active and passive outreach and information program that uses the activities conducted under this Agreement to promote NPS pollution control to watershed stakeholders. The Grantee shall develop an Outreach and Information Strategy (O&I Strategy) which describes the outreach activities to be conducted as part of this project. The O&I Strategy will provide goals, tasks, a proposed schedule, and budget for all outreach and informational activities to be completed through this project. The Grantee can use tools such as stakeholder meetings, technical advisory meetings, and press release to complete this project component.

The O&I Strategy shall be submitted by the Grantee to the Grantor by August 30, 2026. Upon Grantor's request, the O&I Strategy shall be re-submitted containing all required modifications by the Grantee to the Grantor for review and approval. With written permission from the Grantor, the Grantee may implement limited outreach and education activities until the O&I Strategy is approved by the Grantor. The Grantee shall submit a final agenda for workshops, tours and other events to the Grantor at least 30 days prior to the execution of said event. The Grantee shall complete the implementation of the O&I Strategy by February 28, 2028.

**EXHIBIT E**

**SPECIFIC CONDITIONS**

Grantor may remove (or reduce) a Specific Condition included in this Exhibit by proving written notice to the Grantee, in accordance with established procedures for removing a Specific Condition.

**Audit**

Requires desk review of the status of implementation of corrective actions.

**Corrective Action:**

Address all audit findings giving priority to significant deficiencies and material weaknesses by implementation of the corrective action plan. Condition may be removed upon request when corrective action is complete.

**PART TWO -GRANTOR-SPECIFIC TERMS**

In addition to the uniform requirements in **PART ONE**, Grantor has the following additional requirements for its Grantee:

**ARTICLE XXIII  
REPORTING**

23.1. Grantee shall file a Quarterly Periodic Financial Report (PFR) and Periodic Performance Report (PPR) for quarters ending March 31, June 30, September 30, and December 31, with the Grantor describing the expenditure(s) of the funds and performance measures related thereto.

The first Periodic Financial Report (PFR) and Periodic Performance Report shall cover the reporting period after the effective date of the Agreement. a Quarterly reports must be submitted no later than 30 calendar days following the period covered by the report.

For the purpose of reconciliation, the Grantee must submit an annual Periodic Financial Report (PFR) for the period ending 9/30 (Grantee's Fiscal Year End date). This report should include the Grantee's entire Fiscal Year expenditures for this award. Reports must be submitted no later than 30 calendar days following the period covered by the report.

A Periodic Financial Report (PFR) and Periodic Performance Report (PPR) marked as "Final Report" must be submitted to Grantor 60 days after the end date of the Agreement. Failure to submit the required PFR and PPR reports may cause a delay or suspension of funding.

In addition to the aforementioned reporting requirements, Grantee shall submit the following reports:

In reference to Part One, Article XI, Item 11.3 of this Agreement, the Grantee will submit the performance report supplemental attachment using the following format. The first page will include the project title, agreement number, the period that the report covers, and a table showing the entire list of Deliverables or Milestones (Exhibit B) and all deliverables defined in the strategies developed under this grant. The table shall include the task, its scheduled completion date, and status. The remainder of the report will include the items listed in Section 11.3, plus information regarding what happened during this quarter and what is scheduled for the upcoming quarter. For projects implementing best management practices, the report will include a table of all projects, which lists the project owner, estimated date to be completed, implementation status, and comments as needed.

**PART THREE -PROJECT-SPECIFIC TERMS**

In addition to the uniform requirements in **PART ONE** and Grantor-Specific Terms in **PART TWO**, Grantor has the following additional requirements for this Project:

In reference to Part One, Article IV, Item 4.8 of this Agreement, the Grantee is not required to submit payment requests to the Grantor within fifteen (15) days of the end of the quarter but may instead request reimbursement of incurred costs as needed within the Agreement Term but may do so no more frequently than once per month.

The Grantee and the Grantor have the right to use (including, but not limited to, citing to, circulating, displaying, and reproducing) all products that result from the Grantee receiving financial assistance under this Agreement whether the product is developed by the Grantee or a sub-grantee.

The Grantee will include in any publications for external general circulation (including brochures, newsletters, and presentations materials) the following phrase: "Funding for this project provided, in part, by the United States Environmental Protection Agency through Section 319(h) of the Federal Clean Water Act."

The Grantee shall be available for coordination and progress briefings with the Grantor during the term of the Agreement. The dates and locations of these briefings shall be specified by the Grantor in consultation with the Grantee.

Upon completion of the Agreement, as a condition before final payment under the Agreement or as a termination settlement under the Agreement the Grantee must execute and deliver to the Grantor an amended Budget that reflects any and all budget line-item transfers made to the original Budget, unless already addressed in an executed amendment to the Budget.

# 3192402 - Winnebago County Watershed Improvement Plan: North Fork Kent Creek - Submission Budget

📅 Expected Start: 5/1/2026 📅 Expected End: 4/30/2028

## Budget View Settings

### Options

Show/Hide

Grant Year  Line Items  Assignee(s)  Match

## Budget

Expense Budget +	Grant-Funded Budgeted	Match Budgeted	Total Budgeted
<b>1. Personnel (Salaries and Wages) +</b>			
Sean Von Bergen	\$0.00	\$11,400.00	\$11,400.00
Subtotal	\$0.00	\$11,400.00	\$11,400.00
<b>10. Research and Development (R&amp;D) +</b>			
Subtotal	\$0.00	\$0.00	\$0.00
<b>11. Telecommunications +</b>			
Subtotal	\$0.00	\$0.00	\$0.00
<b>12. Training and Education +</b>			
Subtotal	\$0.00	\$0.00	\$0.00
<b>13. Direct Administrative Costs +</b>			
Subtotal	\$0.00	\$0.00	\$0.00
<b>14. Other or Miscellaneous Costs +</b>			
Local Stakeholders	\$0.00	\$6,000.00	\$6,000.00
Technical Advisors	\$0.00	\$21,960.00	\$21,960.00
Subtotal	\$0.00	\$27,960.00	\$27,960.00
<b>2. Fringe Benefits +</b>			
Sean Von Bergen	\$0.00	\$4,560.00	\$4,560.00
Subtotal	\$0.00	\$4,560.00	\$4,560.00
<b>3. Travel +</b>			
Subtotal	\$0.00	\$0.00	\$0.00
<b>4. Equipment +</b>			
Subtotal	\$0.00	\$0.00	\$0.00
<b>5. Supplies +</b>			
Subtotal	\$0.00	\$0.00	\$0.00
<b>6. Contractual Services &amp; Subawards +</b>			
Oleson Ecological Solutions	\$120,000.00	\$36,080.00	\$156,080.00
Subtotal	\$120,000.00	\$36,080.00	\$156,080.00
<b>7. Consultant Services and Expenses +</b>			
Subtotal	\$0.00	\$0.00	\$0.00
<b>8. Construction +</b>			
Subtotal	\$0.00	\$0.00	\$0.00
<b>9. Occupancy (Rent and Utilities) +</b>			
Subtotal	\$0.00	\$0.00	\$0.00
<b>Indirect Cost +</b>			
Subtotal	\$0.00	\$0.00	\$0.00
<b>Total Expense Budget Cost</b>	<b>\$120,000.00</b>	<b>\$80,000.00</b>	<b>\$200,000.00</b>
<b>Revenue Budget</b>	<b>Grant-Funded Budgeted</b>	<b>Match Budgeted</b>	<b>Total Revenue</b>

**Grant Funding**

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Awarded Amount	\$120,000.00	\$120,000.00
Subtotal	\$120,000.00	\$120,000.00

**Match**

---

Cash Match	\$16,080.00	\$16,080.00
In-Kind	\$63,920.00	\$63,920.00
Other Funding	\$0.00	\$0.00
Subtotal	\$80,000.00	\$80,000.00

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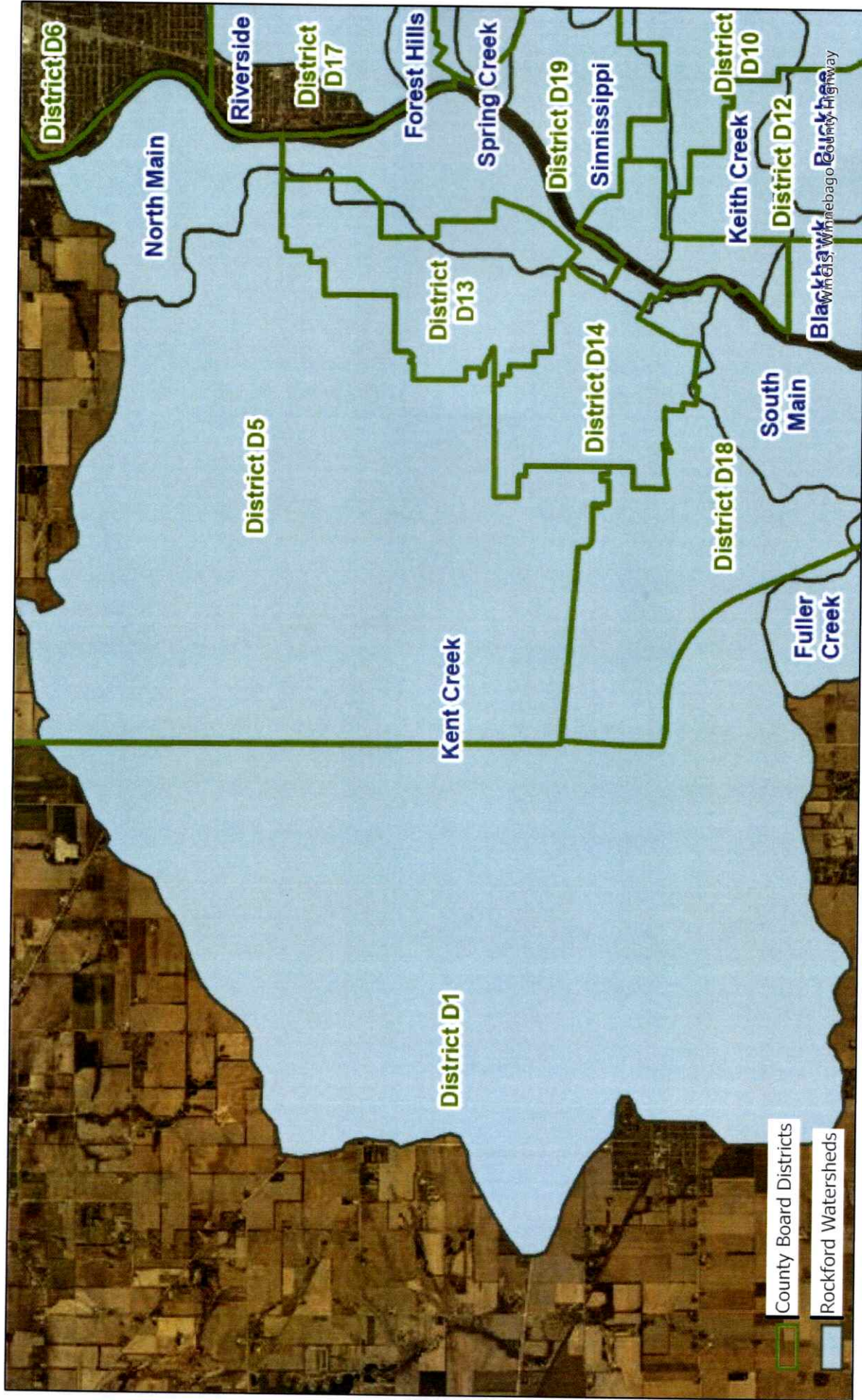
<b>Total Revenue Budget Cost</b>		<b>(\$200,000.00)</b>
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<b>Total Overall Budget Cost</b>		<b>\$0.00</b>
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# PROJECT LOCATION MAP

North Fork Kent Creek Watershed Improvement Plan



County Board Districts  
Rockford Watersheds



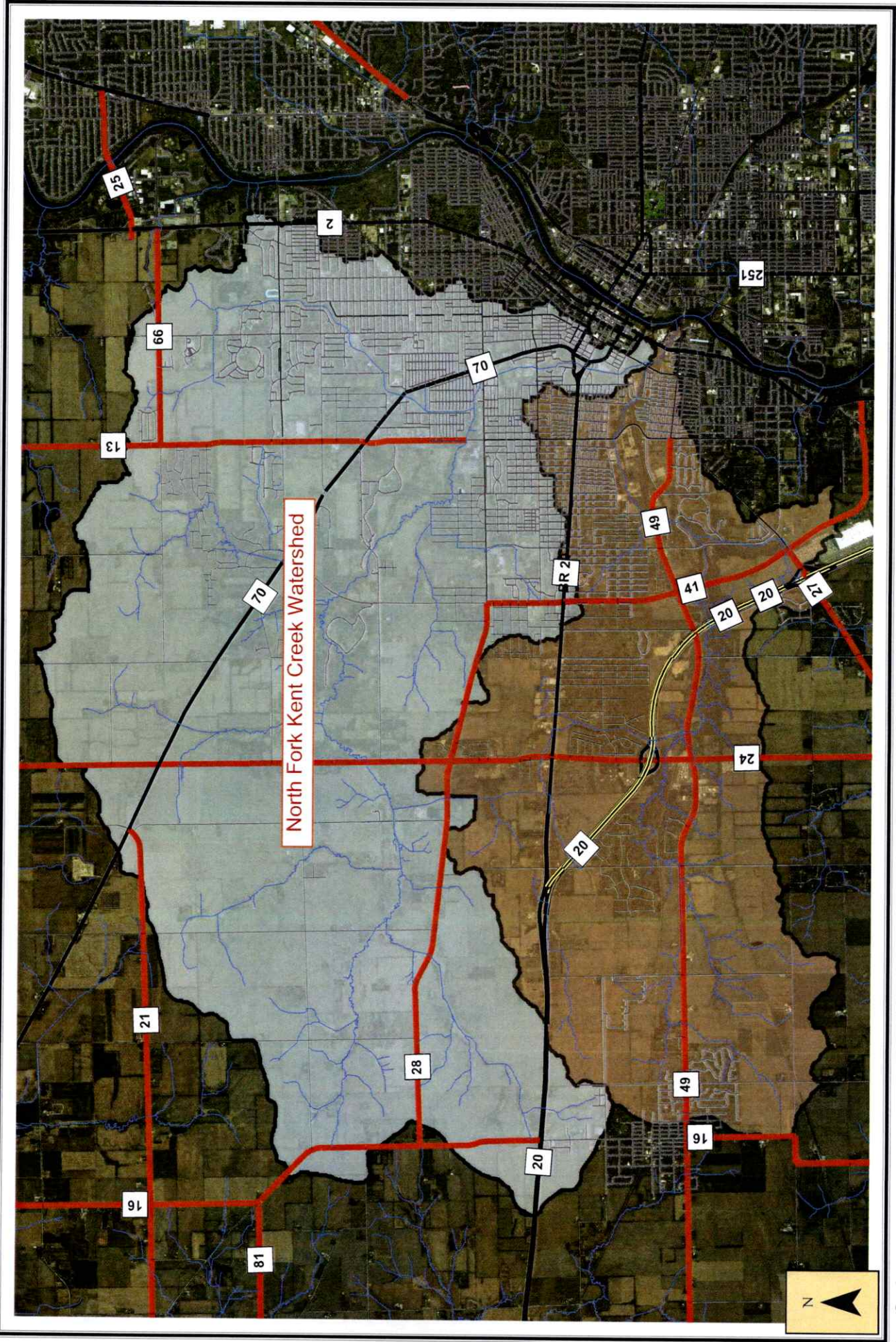
**WINNEBAGO COUNTY**  
— ILLINOIS —

**WINNEBAGO COUNTY**  
— ILLINOIS —

County Board Districts 1, 5, 13, 14, 18, and 19

**HIGHWAY DEPARTMENT**

# North Fork Kent Creek Watershed Location



County Board Districts 1, 5, 13, 14, 18, and 19



# Resolution Executive Summary

**Prepared By:** Winnebago County Highway Department

**Committee:** Public Works Committee

**Committee Date:** Tuesday, June 16, 2026

**Resolution Title: (26-034)** Resolution Authorizing a Professional Services Agreement with A3 Environmental Consultants for Preparation of a Watershed-Based Improvement Plan within the North Fork Kent Creek Watershed (Section 26-00755-00-DR)

**Board Meeting Date:** Thursday, June 25, 2026

**Budget Information:**

<b>Was item budgeted</b> will be in FY 2027 <b>Appropriation Amount:</b> \$136,080
<b>If not, explain funding source:</b>
<b>ORG/OBJ/Project Code:</b> 461- 46332 <b>Budget Impact:</b> \$ 36,080

**Background Information:**

This agreement is for the engineering required to prepare a watershed plan for the North Fork of Kent Creek, for which the County was allocated \$120,000 under an IEPA 319 grant. The grant will pay \$120,000 of the \$136,080.

**Recommendation:**

Staff recommends approval.

**Contract/Agreement:**

Contract to be signed after County Board approval.

**Legal Review:**

By the State Attorney's office.

**Follow-Up:**

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

**26-CR-XXX**

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

**RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT  
WITH A3 ENVIRONMENTAL CONSULTANTS FOR  
PREPARATION OF A WATERSHED-BASED IMPROVEMENT PLAN  
WITHIN THE NORTH FORK KENT CREEK WATERSHED  
(SECTION 26-00755-00-DR)**

**WHEREAS** on May 12, 2026 the Illinois Environmental Protection Agency (IEPA) notified the County of Winnebago (COUNTY) that the COUNTY was selected to receive financial assistance through Section 319 of the Federal Clean Water Act for the North Fork Kent Creek (NFKC) Watershed Improvement Plan; and

**WHEREAS** the IEPA submitted Grant Agreement Number 26-0378-13382 to the COUNTY with a federal share of \$120,000.00; and

**WHEREAS** the completion date for performance of said watershed-based plan is April 30, 2028; and

**WHEREAS** A3 Environmental Consultants (A3E) has submitted a proposal for preparation of said watershed-based improvement plan within the NFKC Watershed for a not to exceed amount of \$136,080.00; and

**WHEREAS** it would be in the public interest to enter into the attached Agreement with A3E to provide Professional Services for the NFKC Watershed Improvement Plan.

**NOW THEREFORE BE IT RESOLVED** by the County Board of the County of Winnebago, Illinois, that the County Board Chairman is authorized to execute on behalf of the COUNTY the attached AGREEMENT with A3E substantially in the form as attached hereto; and

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

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

Respectfully submitted  
PUBLIC WORKS COMMITTEE

AGREE


DISAGREE

  
\_\_\_\_\_  
Dave Tassoni, Chairman


\_\_\_\_\_  
Dave Tassoni, Chairman

\_\_\_\_\_  
Kevin McCarthy

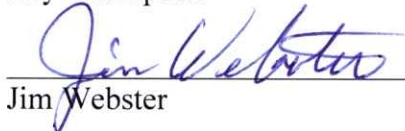
\_\_\_\_\_  
Kevin McCarthy

  
\_\_\_\_\_  
Chris Scrol

\_\_\_\_\_  
Chris Scrol

  
\_\_\_\_\_  
Ray Thompson

\_\_\_\_\_  
Ray Thompson

  
\_\_\_\_\_  
Jim Webster

\_\_\_\_\_  
Jim Webster

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

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

ATTEST:

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



**A3 Environmental, LLC**  
 T: (888) 405-1742  
 F: (630) 507-9003

June 8, 2026

Sean Von Bergen  
 Winnebago County Highway Department

**RE: Proposal – North Fork Kent Creek Watershed Plan**  
 Rockford, IL 61104

A3E is pleased to present this proposal to work with the Winnebago County Highway Department (WCHD) and other partners and stakeholders to create a watershed plan for the North Fork Kent Creek (NFKC) and Kent Creek extending to the Rock River in Rockford, Illinois. This watershed plan will assess impairments, determine problem areas, recommend best management practices, identify measurable objectives, and provide an implementation plan to meet stakeholder-led goals to alleviate nutrient and sediment loading into Kent Creek. The work will be conducted according to the proposed project area, timeline, and scope in the EPA Section 319(h) Nonpoint Source Pollution Control Financial Assistance Program (FY 2004) submitted on May 15, 2024. The 22,081-acre project area encompassing NFKC and Kent Creek’s main stem extending to the Rock River represents the remainder of the Kent Creek watershed, a continuation of the South Fork Kent Creek Watershed Plan. The two-year timeline begins when the WCHD executes a contract with the Illinois Environmental Protection Agency (IEPA). The scope to be conducted by WCHD and A3E occurs in three main parts: inventory, plan, and stakeholder engagement as summarized below and detailed in the grant application.

**Watershed Plan**

A3E will facilitate the watershed planning process, lead 12 bi-monthly public stakeholder meetings, coordinate 8 quarterly technical advisory meetings, compile the watershed inventory and watershed plan, create an executive summary of the plan, and provide progress reporting for WCHD submission to the IEPA.

Please note that WCHD will provide project management, EPA reporting, and inventory and watershed plan support, including GIS mapping creation and field assessment support.

*Deliverable:* A3E will deliver PDF versions of the watershed inventory, plan, and executive summary to the client.

*Cost Breakdown – Estimated Fees:*

<b>Watershed Plan</b>	<b>\$156,080.00</b>
<b>In-Kind Services Match</b>	<b>\$20,000.00</b>
<b>TOTAL</b>	<b>\$136, 080.00</b>



**A3 Environmental, LLC**  
T: (888) 405-1742  
F: (630) 507-9003

**PROJECT AUTHORIZATION**

To authorize the project, please indicate by signing below. Please return the signed proposal by email to Colleen Stull (colleen@a3e.com). A3E appreciates the opportunity to submit this proposal and looks forward to working with you on this project. If you have any questions, please call us at (630) 507-9002.

Sincerely,

A3 Environmental, LLC

A handwritten signature in black ink that reads 'Colleen Stull'.

Colleen Stull  
Senior Project Manager

**Attachments:** Map of Project Area, Terms & Conditions

Client Authorization

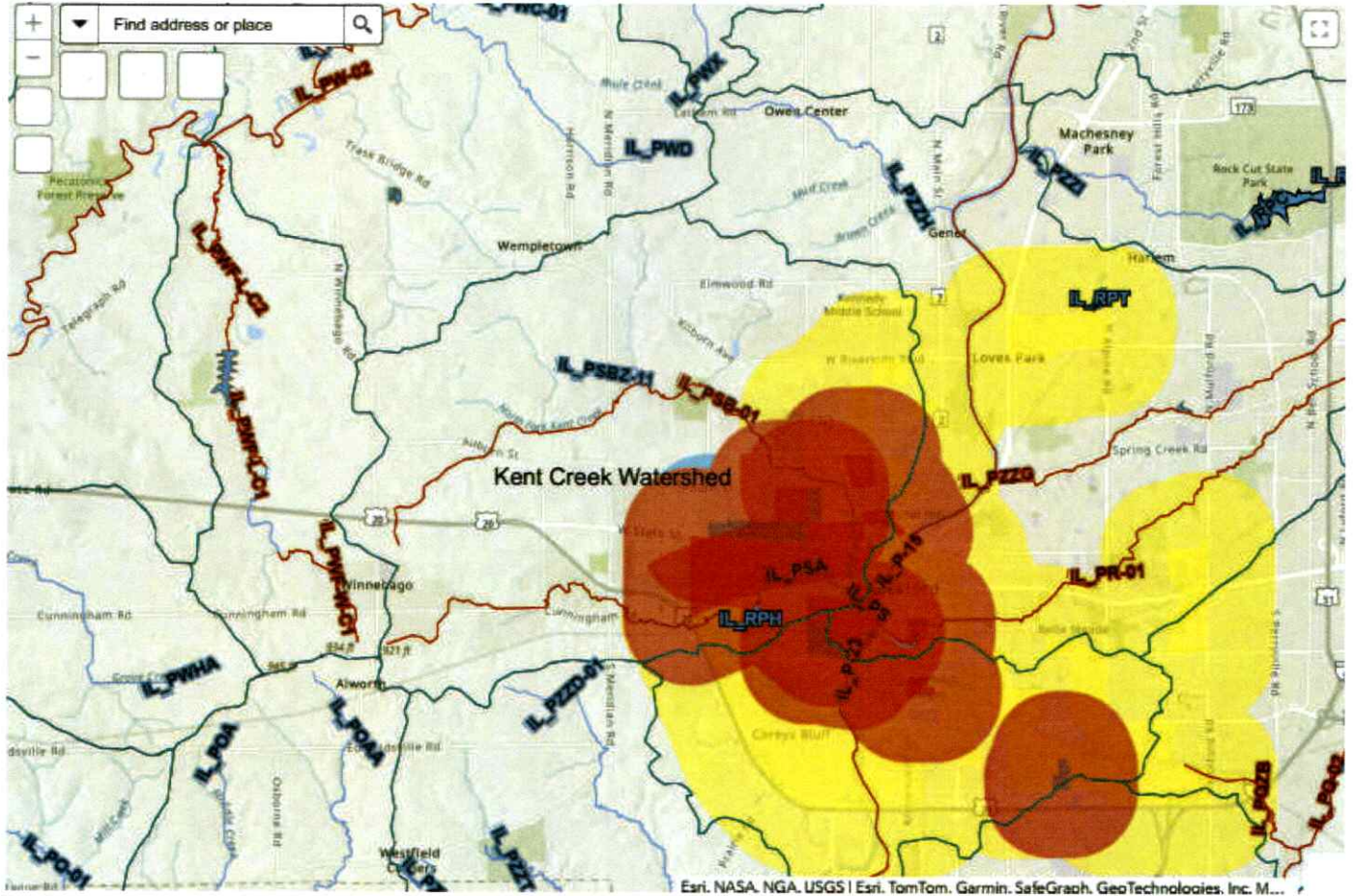
Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Map of Project Area



**A3 Environmental**  
**Standard Terms and Conditions**  
**2024**

**1. Estimated Fees**

Unless the Scope of Work provides otherwise, the Estimated Fees contained therein constitute A3 Environmental's estimate of the probable cost required to complete the proposed Project. The Estimated Fees identified in A3 Environmental's proposal shall not be deemed to be either a guaranteed maximum or "guaranteed not-to-exceed" amount with respect to the cost of performing the Project. However, in performing any Project, A3 Environmental will not perform work for which it will charge more than the Estimated Fees without the client's written approval.

**2. Professional Services Charges**

Where the payment for A3 Environmental's services is to be calculated on a time and material or cost reimbursement basis, the following commercial terms shall apply:

- a. Where any agreement is based on the hourly or unit rate of specific individuals, equipment or inventory items, normal and customary increases will become effective immediately upon notice to the Client and will be reflected in A3 Environmental's next invoice submitted to the Client.
- b. Expenses properly chargeable to the Project shall include: reasonable travel, lodging and meal expenses of A3 Environmental personnel related to the Project; shipping costs; reproduction and photographic costs; agency fees; map costs; equipment rental costs, telephone charges; materials and supplies purchased specifically for the Project. In addition, professional, analytical and technical subcontractors and advisors retained in connection with the Project ("Third Party Expenses") shall be reimbursed by the Client. The Client shall also pay to A3 Environmental a fee of up to 15 percent of such Third Party Expenses for handling and administrative charges related thereto. If A3 Environmental services are subject to local or state taxes or fees, these additional costs will be charged to the Project and reimbursed by the Client.
- c. If A3 Environmental personnel are called or subpoenaed for depositions, examination, court appearances, or otherwise to appear to testify in proceedings in connection with the Project, A3 Environmental shall be paid on a time and material basis in accordance with A3 Environmental's standard billing rates for such matters.
- d. If A3 Environmental is requested to provide further copies of its reports and other deliverables subsequent to the termination of a project for which such materials were already delivered, A3 Environmental reserves the right to charge a reasonable fee to retrieve, duplicate and deliver such information.

**3. Invoices**

Invoices will be submitted to the Client on a monthly basis and shall be payable upon receipt, unless other terms have been agreed to in writing. Unpaid balances shall be considered past due 30 days after the invoice date. Past due balances shall be subject to an interest rate of 1.5 percent per month or the maximum permissible under state law, whichever is less. Payments received will be applied first to any accrued interest with the balance of the payment then applied to any unpaid fees. In addition, A3 Environmental may, after giving seven (7) days written notice, suspend services under any agreement without liability until all past due accounts (including fees and accrued interest) have been paid. Timely payment is an essential condition of Client's performance of any agreement between A3 Environmental and Client. In the event A3 Environmental must take legal action to be paid for its services and prevails, the Client shall reimburse all costs associated with such action including attorney fees and court costs.

**4. Information and Access**

a. Upon request of A3 Environmental, Client shall furnish or cause to be furnished to A3 Environmental all documents and information in Client's possession or control that relate to the identity, location, quantity, nature or characteristics of any hazardous substance or waste at, on or under the Site. In addition, upon request of A3 Environmental, to the extent within Client's possession or control, Client shall furnish or cause to be furnished to A3 Environmental all existing reports, data, studies, plans, specifications, documents and other information of surface or subsurface conditions including but not limited to the location of all subsurface structures such as pipes, tanks, cables, and utilities, required by A3 Environmental for proper performance of its services. A3 Environmental shall be responsible for

requesting utility markings from all applicable utility marking services prior to the performance of its services hereunder.

b. A3 Environmental and its subcontractors shall be entitled to rely upon Client provided documents and information in performing the services required under this contract, and Client shall be responsible for the accuracy and completeness of such documents. A3 Environmental assumes no responsibility or liability for such accuracy or completeness. Client provided documents shall remain the property of the Client.

c. Client shall provide for right of entry and access to the Site for A3 Environmental, its agents, employees, and subcontractors, and all necessary equipment and personnel, in order to perform the Scope of Work. A3 Environmental shall take all reasonable precautions to minimize damage to the Site from use of equipment, but the parties understand and agree that in the normal course of work some damage may occur. Any claims for damages are subject to section 9 below.

**5. Subcontractors and Consultants**

A3 Environmental may employ subcontractors and consultants to perform portions of the Scope of Work.

**6. Permits and Licenses**

A3 Environmental shall secure all permits, approvals and licenses, and shall require its subcontractors and consultants, if any, to secure all permits and licenses necessary for performance of the Scope of Work. A3 Environmental shall comply with all municipal, state, and federal ordinances, laws, statutes, rules and regulations that are applicable to the Scope of Work.

**7. Warranty**

- a. A3 Environmental is an independent contractor and A3 Environmental's services will be performed, findings obtained, and recommendations prepared in accordance with generally and currently accepted professional practices and standards for firms engaged in similar work. This warranty is in lieu of all other warranties either expressed or implied.
- b. A3 Environmental shall correct any defects in the materials or in services that are not performed in accordance with the foregoing warranty at no additional charge to Client. Any claims pursuant to the Scope of Work must be in writing and received by A3 Environmental within one (1) year of the completion of the Scope of Work or such claims shall be deemed waived.

**8. Insurance**

A3 Environmental has furnished Client certifications of insurance reflecting the limits of insurance coverage A3 Environmental has obtained, and which shall remain in full force and effect during the term of this contract for the following types of insurance: worker's compensation insurance (as required by the laws of the state where the work is performed); professional liability insurance; comprehensive general liability insurance and automobile liability insurance.

**9. Indemnity**

a. A3 Environmental shall indemnify, defend and hold Client harmless from and against all claims, suits and proceedings, and any losses or damages actually incurred by Client, which are caused by A3 Environmental's negligent acts, errors and omissions, or those of its agents or employees in the performance of this contract provided; however, that A3 Environmental's liability under this subparagraph:

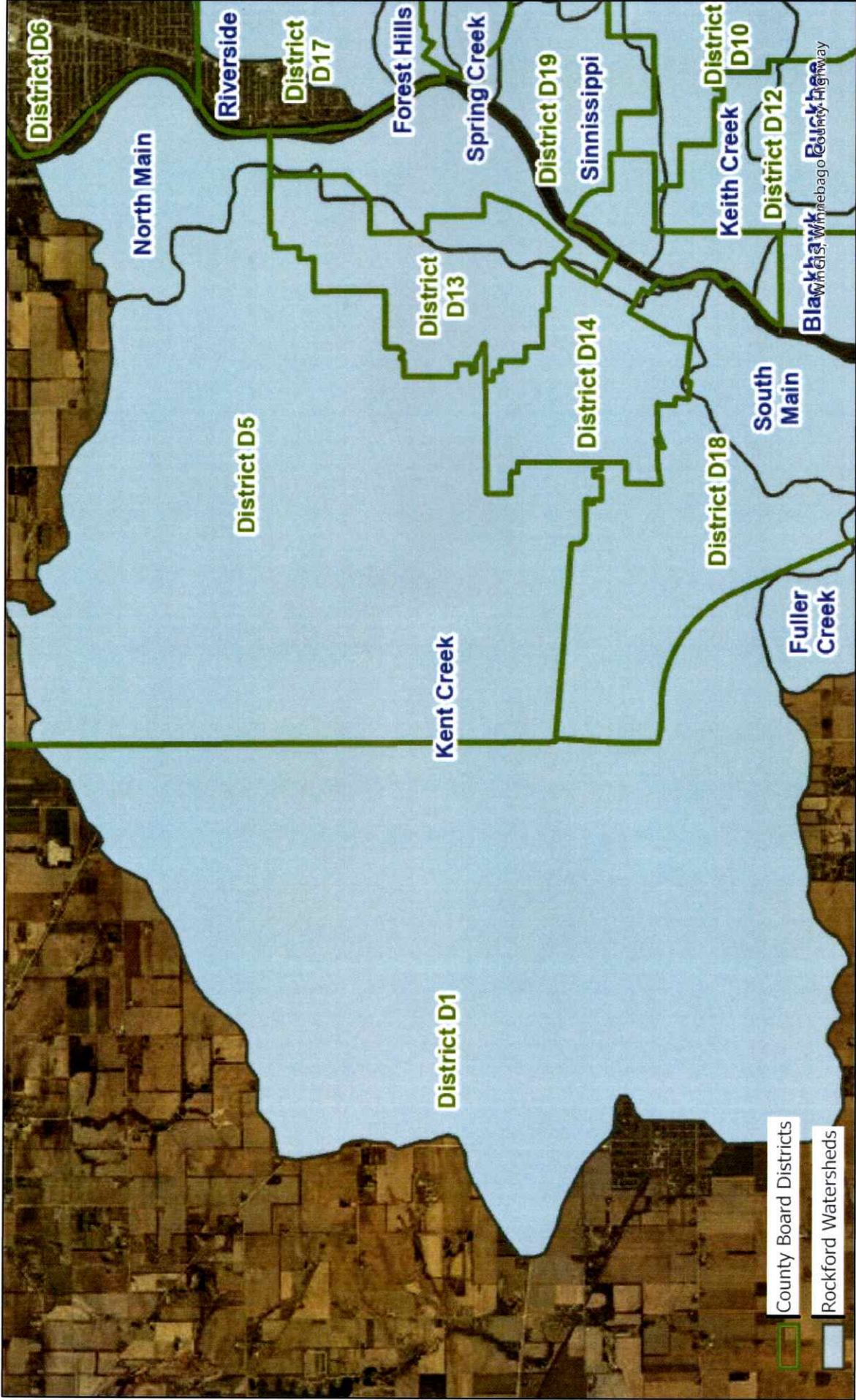
- Shall not exceed the fees charged by A3 Environmental for the projects, or \$10,000.00, which ever sum is less;
- Shall be paid from and limited to the proceeds of the applicable policy of insurance provided for and in effect pursuant to this contract;
- Shall not include any loss or damages for lost profits or exemplary, punitive or consequential damages of any kind or nature; and
- Shall apply only if Client notifies A3 Environmental in writing of its claim for indemnity within one (1) year of completion of the Scope of Work.

**A3 Environmental  
Standard Terms and Conditions  
2024**

- b. Client shall indemnify, defend and hold A3 Environmental harmless from and against all claims, suits and proceeds, and any damages or losses incurred by A3 Environmental including but not limited to any claims, damages or costs for damages or losses to any subsurface structures or utilities, which are caused by the acts, errors or omissions of Client, its agents or employees, and the work of any third parties obligated directly to Client to perform work at or about the Site provided; however, that Client's liability under this subparagraph:
- Shall not include any loss or damages for lost profits or exemplary, punitive or consequential damages of any kind or nature; and
  - Shall apply only if A3 Environmental notifies Client in writing of its claim for indemnity within one (1) year of completion of the Scope of Work.
- c. Absent A3 Environmental's negligence, Client acknowledges that A3 Environmental has neither created nor contributed to the creation or existence of any type of hazardous or toxic waste, material or substances, or any other type of environmental hazard or pollution at Client's Site or in connection with the Scope of Work; and it is understood and agreed by Client that A3 Environmental shall have no liability with respect thereto. Client shall indemnify, defend and hold A3 Environmental harmless for all claims, suits and proceedings, and any losses or damages actually incurred by A3 Environmental in connection with any such matters other than for A3 Environmental's own negligence or willful misconduct.
- 10. Limits of Liability/Binding Arbitration / Fee Recovery**  
In the event any dispute arises out of or relates to the Scope of Work, then except as provided herein, it is mandatory that such dispute be submitted to arbitration for resolution. Notice of a demand for arbitration submitted in accordance with the provisions of this paragraph shall be given from one party to the other in writing within one year of the Scope of Work completion. Failure to receive the request for arbitration within one year from the date of the Scope of Work completion shall forever bar and preclude the bringing of or making any claim. The arbitration shall be conducted pursuant to the Construction Industry Arbitration Rules as set out by the American Arbitration Association and take place in Lisle, Illinois. A single arbitrator shall preside. In the event that a dispute is submitted to arbitration pursuant to this Paragraph, the decision of the arbitrator shall be final and binding on the parties and judgment on the award of the arbitrator may be entered in any court of competent jurisdiction. The prevailing party in such arbitration shall be entitled to receive its reasonable attorney fees from the non-prevailing party. Notwithstanding the foregoing, A3 Environmental may initiate legal action in any court of competent jurisdiction, whether in small claims or otherwise, for the recovery of unpaid fees, costs and reimbursements owed by the Client to A3 Environmental.
- 11. Force Majeure**  
Costs and schedule commitments shall be extended for delays caused by Client's failure to provide information or access to the Site as required; or by Client's delay in responding to a Change Order request; or for delays caused by changes in the waste stream or unforeseen conditions at the Site; or by Acts of God (including but not limited to fire, flood, plague of locusts and/or frogs, earthquake, storm, hurricane, pandemic or other natural disaster), rapture, war, invasion, act of foreign enemies, hostilities (regardless of whether war is declared), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalization, government sanction, blockage, embargo, labor dispute, strike, lockout or interruption or failure of electricity, internet or telephone service, action, inaction or regulations of any governmental agency; or any other cause beyond A3 Environmental's control. If work stoppage or interruption caused by any of the above result in additional costs and/or time to complete the Scope of Work beyond that set forth in this Contract, A3 Environmental shall be entitled to a reasonable adjustment in its fees and work schedule.
- 12. Title to Materials**  
Materials removed from the Site, including but not limited to soils, water, samples and cuttings shall remain the property of the Client. When off-site treatment, storage or disposal is required, A3 Environmental shall, using a manifest signed by Client as generator, assist Client in having such materials transported or arrange for transportation to a location selected by Client at the Client's expense.
- 13. Information and Access**  
A3 Environmental agrees that its observations of Client's operation, plant and equipment, and its receipt of any documentation pertaining to Client's business operations, shall be held in strict confidence, and not be disclosed to any other party except to the extent such information may:
- a. Be or later become part of the public domain; or
  - b. Be already lawfully in the possession of A3 Environmental at the time it was acquired hereunder; or
  - c. Be required by law or court order to be publicly disclosed.
- 14. Termination by Client**  
The Client may terminate this contract after giving seven (7) days written notice to A3 Environmental.
- 15. Termination by A3 Environmental**  
A3 Environmental, for any of the following reasons, after giving seven (7) days notice to the Client, shall have the right to stop the Project/ performance under the Scope of Work and/or terminate this Contract:
- a. If Client shall fail to pay A3 Environmental in accordance with the payment terms set forth herein; or
  - b. If Client is or becomes the subject of a voluntary or involuntary bankruptcy, becomes insolvent, admits its inability to pay its expenses or makes general assignment for the benefit of creditors, or if a receiver is appointed on account of its insolvency.
- 16. Effect of Termination by Client or A3 Environmental**  
In the event Client or A3 Environmental terminates this Contract or stops the Project / Scope of Work under the conditions set forth in paragraphs 14 or 15 above, Client shall remain obligated to pay A3 Environmental for all portions of the Scope of Work performed, for all of A3 Environmental's obligations under any subcontracts or consulting agreements and any of A3 Environmental's costs (including any which A3 Environmental was unable through reasonable efforts to cancel), and for any additional reasonable costs of demobilization incurred by A3 Environmental.
- 17. Reference**  
A3 Environmental upon obtaining Client permission to do so shall have the authority to use Client's name as a client and a general description of the Project, work or service performed as reference for other prospective clients.
- 18. Severability**  
If any provision of this Contract shall to any extent be held invalid, the remainder of this Contract shall not be affected thereby, and each remaining provision of this Contract shall be valid and enforceable to the fullest extent permitted by law.
- 19. Survival**  
The parties' respective obligations, as set forth in these Standard Terms and Conditions, including Client's obligation to pay A3 Environmental for work A3 Environmental has performed, shall survive the termination or expiration of this Contract.
- 20. Applicable Law; Conflict of Provisions**  
This Contract and performances thereunder, shall be governed by and construed in accordance with the laws of the State of Illinois. In the event any of these Terms and Conditions shall conflict with any Independent Contractor or Master Service Agreement entered into between the Client and A3 Environmental with regard to the Scope of Work (an "Applicable Contract") the terms of the Applicable Contract shall control.

# PROJECT LOCATION MAP

North Fork Kent Creek Watershed Improvement Plan



**WINNEBAGO COUNTY**  
— ILLINOIS —



County Board Districts 1, 5, 13, 14, 18, and 19

**WINNEBAGO COUNTY**  
— ILLINOIS —

**HIGHWAY DEPARTMENT**





# Resolution Executive Summary

**Prepared By:** Winnebago County Highway Department

**Committee:** Public Works Committee

**Committee Date:** Tuesday, June 16, 2026

**Resolution Title: (26-035)** Resolution Authorizing an Agreement with Region 1 Planning Council for Acceptance of Award of Funds for Improvements to the Latham/Ralston Corridor Under the Surface Transportation Block Grant Program (Section 25-00747-00-WR)

**Board Meeting Date:** Thursday, June 25, 2026

**Budget Information:**

<b>Was item budgeted</b>	Yes (2027)	<b>Appropriation Amount:</b> \$ 3,463,000
<b>If not, explain funding source:</b>		
<b>ORG/OBJ/Project Code:</b>	N/A	<b>Budget Impact:</b> \$ 3,463,000 (FY 2027-29)

**Background Information:**

This agreement is for the County to accept the federal funds allocated for this project by the Policy Committee of the MPO. These are federal dollars distributed by the State to the various MPO's. As the project progresses and close to final approvals, the State will submit a Local Joint Funding Agreement to be approved by the County Board. At this time, we plan to have this project under construction in 2028-29.

**Recommendation:**

Staff recommends approval.

**Contract/Agreement:**

Contract to be signed after County Board approval.

**Legal Review:**

By the State Attorney's office.

**Follow-Up:**

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

**26-CR-XXX**

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

**RESOLUTION AUTHORIZING AN AGREEMENT WITH  
REGION 1 PLANNING COUNCIL TO ACCEPT AWARD OF FUNDS FOR  
IMPROVEMENTS TO THE LATHAM/RALSTON CORRIDOR UNDER THE  
SURFACE TRANSPORTATION BLOCK GRANT PROGRAM  
(SECTION 25-00747-00-WR)**

**WHEREAS** the County of Winnebago, Illinois has plans to improve the Latham/Ralston Corridor, from Old River Road to Smythe Avenue in the village of Machesney Park and said project is included in the Highway Department's 5-year Capital Improvement Program (CIP); and

**WHEREAS**, the Rockford Metropolitan Planning Organizations (MPO) Policy Committee has recommended to allocate \$4,037,092 to partially fund construction of the Latham/Ralston Corridor Widening and Rehabilitation project through the Surface Transportation Block Grant Program (STBG); and

**WHEREAS**, the total estimated cost for the above referenced project is \$7.5 million including engineering, right-of-way acquisition and construction; and

**WHEREAS**, it would be in the public interest to enter into the attached Agreement with Region 1 Planning Council to accept STBG funds for improvements to the Latham/Ralston Road Corridor, Section 25-00747-00-WR.

**NOW THEREFORE, BE IT RESOLVED** by the County Board of the County of Winnebago, Illinois; that the Chairman of the County Board is hereby authorized to execute on behalf of the County of Winnebago the attached Agreement with Region 1 Planning Council to accept \$4,037,092 in STBG funds for the Latham/Ralston Rd, in substantially the form attached hereto; and

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

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

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

Respectfully submitted  
PUBLIC WORKS COMMITTEE

AGREE

DISAGREE



\_\_\_\_\_  
Dave Tassoni, Chairman

\_\_\_\_\_  
Dave Tassoni, Chairman

\_\_\_\_\_  
Kevin McCarthy

\_\_\_\_\_  
Kevin McCarthy



\_\_\_\_\_  
Chris Scrol

\_\_\_\_\_  
Chris Scrol



\_\_\_\_\_  
Ray Thompson

\_\_\_\_\_  
Ray Thompson



\_\_\_\_\_  
Jim Webster

\_\_\_\_\_  
Jim Webster

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

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

ATTEST:

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



## Attributable Funding Acceptance & Acknowledgment

Funding Recipient: Winnebago County

Funding Amount: \$4,037,092

This Attributable Funding Award Acceptance and Acknowledgment (the "Agreement") is made and entered into May 11, 2026, (the "Effective Date") by and between Region 1 Planning Council ("Client") and Winnebago County ("Awardee").

As the steward of these funds, it is the responsibility of Region 1 Planning Council (R1) to ensure the Metropolitan Planning Organization (MPO) attributable funds are obligated in a timely manner and equitably distributed throughout the region. Therefore, the total project funding awarded to a single project is capped at no more than two (2) years of the annual sub-allocation per funding program. Any cost above this amount is the responsibility of the local sponsor.

Surface Transportation Block Grant (STBG), Transportation Alternative Program (TAP), and Carbon Reduction Program (CRP) are not grant programs; they operate on a reimbursement basis as work progresses. The reimbursement process for Local Public Agencies (LPA) are based on agreements with the Illinois Department of Transportation (IDOT) and if eligible activities are state or local let. Costs for any activity that occurs prior to federal authorization of the project phase are not eligible for reimbursement. The sponsoring LPA will be responsible for those costs.

1. **TERM OF AGREEMENT:** This Agreement will become effective on May 11, 2026, and will continue in effect until May 11, 2032.
2. **DESCRIPTION OF PROJECT AND DELIVERABLES**
  - 2.1 **PROPOSED PROJECT SCOPE:** Latham/Ralston Corridor Widening and Rehabilitation
  - 2.2 **PROJECT EXTENT:** Old River Rd to IL 251
  - 2.3 **TIMELINE:** FY 2027
  - 2.4 **AWARDED AGENCY:** Winnebago County
  - 2.5 **WHERE SERVICES ARE TO BE PERFORMED:** Unless otherwise disclosed in this section all services shall be performed in the Rockford Metropolitan Planning Area (MPA) Boundary. If the Awardee performs the services purchased hereunder in another country in violation of this provision, such action may be deemed by the State as a breach of the contract by the Client.

Awardee shall disclose the locations where the services required shall be performed and the known or anticipated value of the services to be performed at each location. If the Awardee received additional consideration in the evaluation based on work being performed in the United States, it shall be a breach of contract if the Awardee shifts any such work outside the United States.
3. **FUNDS:** The availability of funds is subject to the type of budget authority authorized for Federal STBG funds. The time-period established in legislation determines when funds must be obligated. **It will be important for projects to be timely in carrying out the project development process to prevent lapsing of these fund if the Department**

of Transportation (DOT) cannot carry balances for the STBG program as a whole.

As noted above, awarded projects are expected to be authorized or let within five (5) years of the designated fiscal year for which the project is programmed. The start date of the five (5) years begins with the fiscal year of funds awarded to the project with a notation of the date of approval by the MPO Policy Committee. A project being awarded funds from fiscal year 2027 would be expected to be authorized or let no later than 2032. Awarded projects not proceeding to implementation within the five (5) years must request an administrative extension from the MPO Director or return the funds to the MPO pool for reprogramming. Changes to the scope of work, or elimination of key deliverables, will require administrative approval from the MPO Director.

Changes in scope of work from the original awarded application will be required to be approved by the MPO Policy Committee.

#### 4. TERM AND TERMINATION

**4.1 TERM OF THIS CONTRACT:** This contract has an initial term of May 11, 2026 to May 11, 2032. If a start date is not identified, the term shall commence upon the last dated signature of the awardee.

**4.1.1** In no event will the total term of the contract, including the initial term, any renewal terms, and any extensions, exceed ten (10) years. 30 ILCS 500/20-60

**4.1.2** Awardee shall not commence billable work in furtherance of the contract prior to final execution of the contract except when permitted pursuant to 30 ILCS 500/20-80.

**4.2 TERMINATION FOR CAUSE:** The Client may terminate this contract, in whole or in part, immediately upon notice to the Awardee, if: (a) the State determines that the actions or inactions of the Awardee, its agents, employees or subcontractors have caused, or reasonably could cause, jeopardy to health, safety, or property, or (b) the Awardee has notified the State that it is unable or unwilling to perform the contract. Any STBG funding forfeited due to inability to complete the approved project within the allotted time frame will result in the Awardee also forfeiting any other STBG, CRP, and TAP funding, which will then be reallocated according to the recommendation and approval of the MPO Technical and Policy Committees. If the Awardee declines the awarded STBG, CRP, or TAP funds, other fiscal year attributable funded project awards will be forfeited.

If Awardee fails to perform to the Client's satisfaction any material requirement of this contract, is in violation of a material provision of this contract, or the Client determines that the Awardee lacks the financial resources to perform the contract, the Client shall provide written notice to the Awardee to cure the problem identified within the period of time specified in the Client's written notice. If not cured by that date the Client may either: (a) immediately terminate the contract without additional written notice or (b) enforce the terms and conditions of the contract.

For termination due to any of the causes contained in this Section, the Client retains its rights to seek any available legal or equitable remedies and damages.

**4.3 TERMINATION FOR CONVENIENCE:** The Client may, for its convenience and with thirty (30) days prior written notice to Awardee, terminate this contract in whole or in part and without payment of any penalty or incurring any further obligation to the Awardee.

Upon submission of invoices and proof of claim, the Awardee shall be entitled to compensation for supplies and services provided in compliance with this contract up to and including the date of termination.

**4.4 AVAILABILITY OF APPROPRIATION:** This contract is contingent upon and subject to the availability of funds. The State, at its sole option, may terminate or suspend this contract, in whole or in part, without penalty or further payment being required, if (1) the Illinois General Assembly or the federal funding source fails to make an appropriation sufficient to pay such obligation, or if funds needed are insufficient for any reason (30 ILCS 500/20-60), (2) the Governor decreases the Client's funding by reserving some or all of the Client's appropriation(s) pursuant to power delegated to the Governor by the Illinois General Assembly, or (3) the Client determines, in its sole discretion or as directed by the Office of the Governor, that a reduction is necessary or advisable based upon actual or projected budgetary considerations. Awardee will be notified in writing of the failure of appropriation or of a reduction or decrease.

**4.5 PERFORMANCE RECORD; SUSPENSION:** Upon request of the Client, the Awardee shall meet to discuss performance or provide contract performance updates to help ensure proper performance of this contract. The Awardee shall include Client's representatives in all communication and meetings with IDOT, engineering teams, and consultant firms related to the attributable funded projects. The Client may consider Awardee's performance under this contract and compliance with law and rule to determine whether to continue this contract, suspend Awardee from doing future business with the Client for a specified period of time, or whether Awardee can be considered responsible on specific future contract opportunities.

**4.6 REPORTING, STATUS, AND MONITORING SPECIFICATIONS:** Awardee shall immediately notify the State of any event that may have a material impact on Awardee's ability to perform this contract.

The Client has the right to publicly promote any attributable funded project and award of funds. The Awardee is required to share and obtain approval from the Client any public relations or media releases prior to publishing.

**5. CONFIDENTIALITY AND INTELLECTUAL PROPERTY:** Unless otherwise required by law, Awardee will exercise reasonable effort to maintain in confidence information disclosed or submitted by Client as confidential information. Confidential information does not include information that:

- a) is generally available in the public domain or becomes available to the public through an act of the Client;
- b) is independently known prior to receipt; or
- c) is made available to the public as a matter of lawful right by a third party.

Awardee shall not publish, distribute, advertise, or otherwise disclose the relationship and the general services created and performed under this Agreement without express written permission of the Client. Unless otherwise required by law, all reports, documents, and other deliverables created pursuant to the terms of this Agreement shall be treated by the Awardee as confidential and will not be made available to any unintended third party without the prior written approval of the Client. No reports or other documents produced in whole or in part pursuant to the terms of this Agreement shall be the subject of an application for copyright by the Awardee.

**6. ASSIGNMENT:** This contract may not be assigned or transferred in whole or in part by Awardee without the prior written consent of the Client.

**7. AUDIT/RETENTION OF RECORDS:** Awardee and its subcontractors shall maintain books and records relating to the performance of this contract and any subcontract necessary to support amounts charged to the State pursuant this contract or subcontract. Books and records, including information stored in databases or other computer systems, shall be maintained by the Awardee for a period of three (3) years from the later of the date of final payment under the contract or completion of the contract, and by the subcontractor for a period of three (3) years from the later of final payment under the term or completion of the subcontract. If Federal funds are used to pay contract costs, the Awardee and its subcontractors must retain their respective records for five (5) years. Books and records required to be maintained under this section shall be available for review or audit by representatives of the Awardee, the Auditor General, the Executive Inspector General, the Chief Procurement Officer, State of

Illinois internal auditors or other governmental entities with monitoring authority, upon reasonable notice and during normal business hours. Awardee and its subcontractors shall cooperate fully with any such audit and with any investigation conducted by any of these entities. Failure to maintain books and records required by this section shall establish a presumption in favor of the State for the recovery of any funds paid by the State under this contract or any subcontract for which adequate books and records are not available to support the purported disbursement. The Awardee or subcontractors shall not impose a charge for audit or examination of the Awardee or subcontractor's books and records. 30 ILCS 500/20-65

8. **INDEMNIFICATION:** Awardee agrees to indemnify and hold the Client and its employees harmless from any loss, claim, damage, or liability arising out of or in connection with the action or inaction of the Client under this Agreement, including but not limited to provision of data and information used for grant reporting purposes. Awardee shall indemnify and hold its employees harmless from any loss, claim, damage, or liability arising out of or in connection with Awardee's use of deliverables provided under this Agreement. If the Awardee fails to provide information that is needed for the completion of the project, or such information is incorrect, the Client is not liable unless it was aware of the inaccuracy or was unaware of the inaccuracy as a result of gross negligence. The Awardee shall indemnify and hold the Client and its employees harmless from any loss, claim, damage, or liability arising out of or in connection with this failure to provide information if it results in an inability to submit the project by the submission deadline.

In the event that the Awardee elects to cancel the Agreement for any reason other than a material breach, the Client is hereby indemnified from any losses, potential or actual, incurred by the Awardee as a result of the work performed under this Agreement.

9. **REPRESENTATIONS AND WARRANTIES:** Awardee represents and warrants that it will perform the services with reasonable care and skill; and the services and related materials provided under this Agreement will not infringe or violate any intellectual property rights or other right of any third party.
10. **LIMITATION OF LIABILITY:** Either party's liability in contract, tort, or otherwise (including negligence) arising directly out of or in connection with this Agreement or the performance or observance of its obligations under this Agreement and every applicable part of it shall be limited in aggregate to the applicable insurance limits.

Awardee assumes liability and responsibility for tax reporting and liabilities, and insurance to cover any negligent acts committed by Awardee or Awardee's employees or agents during the performance of any duties under this Agreement. The Client further agrees to hold the Awardee free and harmless from any and all claims arising from any such negligent act or omission.

11. **SEVERABILITY:** The invalidity or illegality of one or more provisions of this Agreement shall not affect the enforceability of the remaining provisions.
12. **APPLICABLE LAW:** This Agreement shall be governed by the laws of the State of Illinois.
13. **ENTIRE AGREEMENT; AMENDMENTS:** This Agreement constitutes the entire understanding between the parties concerning the subject matter hereof. No amendments or changes to this Agreement shall be effective unless made in writing and signed by an authorized representative of each party.
14. **COUNTERPARTS:** This Agreement may be executed in counterparts (including digital signatures), each of which shall be deemed to be an original and both of which shall constitute one and the same Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by proper persons duly authorized.

**Authorized Signors & Designated Contacts**

To ensure prompt and accurate delivery of applicable communications, please provide the contact information for each of the relevant topics below.

Party	Region 1 Planning Council	Party	Awardee:
Signature		Signature	
Date Signed		Date Signed	
Signor Name	Michael Dunn Jr.	Signor Name	
Signor Title	Executive Director	Signor Title	
Agreement	Michael Dunn Jr. <a href="mailto:mdunn@r1planning.org">mdunn@r1planning.org</a> (815)319-4180	Agreement	
Services		Services	
Billing		Billing	
Mail	127 N Wyman St, Ste 100 Rockford, IL 61101	Mail	

# PROJECT LOCATION MAP

Latham/Ralston Corridor Improvements - Surface Transportation Block Grant Program



**WINNEBAGO COUNTY**  
— ILLINOIS —  
**HIGHWAY DEPARTMENT**

County Board Districts 5, and 6



**WINNEBAGO COUNTY**  
— ILLINOIS —



Miles  
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# Resolution Executive Summary

**Prepared By:** Winnebago County Highway Department

**Committee:** Public Works Committee

**Committee Date:** Tuesday, June 16, 2026

**Resolution Title: (26-036)** Resolution Authorizing an Agreement with Region 1 Planning Council for Acceptance of Award of Funds for a Shared Use Path on Roscoe Road Under the Transportation Alternative Program (Section 26-00759-00-BT)

**Board Meeting Date:** Thursday, June 25, 2026

**Budget Information:**

<b>Was item budgeted</b>	N/A	<b>Appropriation Amount:</b> \$429,000
<b>If not, explain funding source:</b>		
<b>ORG/OBJ/Project Code:</b>	<b>Budget Impact:</b> \$429,000 (FY 2027-29)	

**Background Information:**

This agreement is for the County to accept the federal funds allocated for this project by the Policy Committee of the MPO. These are federal dollars distributed by the State to the various MPO's. As the project progresses and close to final approvals, the State will submit a Local Joint Funding Agreement to be approved by the County Board. At this time, we plan to have this project under construction in 2028.

**Recommendation:**

Staff recommends approval.

**Contract/Agreement:**

Contract to be signed after County Board approval.

**Legal Review:**

By the State Attorney's office.

**Follow-Up:**

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

**26-CR-XXX**

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

**RESOLUTION AUTHORIZING AN AGREEMENT WITH REGION 1 PLANNING  
COUNCIL TO ACCEPT AWARD OF FUNDS FOR A SHARED USE PATH ON  
ROSCOE ROAD UNDER THE TRANSPORTATION ALTERNATIVE PROGRAM  
(SECTION 26-00759-00-BT)**

**WHEREAS** the County of Winnebago, Illinois has plans to construct a Shared Use path on Roscoe Rd, from Sprague Road to the Rock River in the village of Roscoe and said section of path is part of the region's plans to provide alternative and safe modes of transportation; and to extend and connect various future and existing paths and trails; and

**WHEREAS**, the Rockford Metropolitan Planning Organizations (MPO) Policy Committee has recommended to allocate \$1,271,066 to fully fund construction of the Roscoe Road Shared Use Path through the Transportation Alternative Program (TAP); and

**WHEREAS**, the total estimated cost for the above referenced project is \$1.7 million including engineering, right-of-way acquisition and construction; and

**WHEREAS**, it would be in the public interest to enter into the attached Agreement with Region 1 Planning Council to accept TAP funds for the Roscoe Road Multi-Use Path, Section 25-00759-00-BT.

**NOW THEREFORE, BE IT RESOLVED** by the County Board of the County of Winnebago, Illinois; that the Chairman of the County Board is hereby authorized to execute on behalf of the County of Winnebago the attached Agreement with Region 1 Planning Council to accept \$1,271,066 in TAP funds for the Roscoe Road Multi-Use Path, in substantially the form attached hereto; and

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

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

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

Respectfully submitted  
PUBLIC WORKS COMMITTEE

AGREE

DISAGREE



\_\_\_\_\_  
Dave Tassoni, Chairman

\_\_\_\_\_  
Dave Tassoni, Chairman

\_\_\_\_\_  
Kevin McCarthy

\_\_\_\_\_  
Kevin McCarthy

  
\_\_\_\_\_  
Chris Scrol

\_\_\_\_\_  
Chris Scrol

  
\_\_\_\_\_  
Ray Thompson

\_\_\_\_\_  
Ray Thompson

  
\_\_\_\_\_  
Jim Webster

\_\_\_\_\_  
Jim Webster

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

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

ATTEST:

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



## Attributable Funding Acceptance & Acknowledgment

Funding Recipient: Winnebago County

Funding Amount: \$1,271,066

This Attributable Funding Award Acceptance and Acknowledgment (the "Agreement") is made and entered into May 11, 2026, (the "Effective Date") by and between Region 1 Planning Council ("Client") and Winnebago County ("Awardee").

As the steward of these funds, it is the responsibility of Region 1 Planning Council (R1) to ensure the Metropolitan Planning Organization (MPO) attributable funds are obligated in a timely manner and equitably distributed throughout the region. Therefore, the total project funding awarded to a single project is capped at no more than two (2) years of the annual sub-allocation per funding program. Any cost above this amount is the responsibility of the local sponsor.

Surface Transportation Block Grant (STBG), Transportation Alternative Program (TAP), and Carbon Reduction Program (CRP) are not grant programs; they operate on a reimbursement basis as work progresses. The reimbursement process for Local Public Agencies (LPA) are based on agreements with the Illinois Department of Transportation (IDOT) and if eligible activities are state or local let. Costs for any activity that occurs prior to federal authorization of the project phase are not eligible for reimbursement. The sponsoring LPA will be responsible for those costs.

1. **TERM OF AGREEMENT:** This Agreement will become effective on May 11, 2026, and will continue in effect until May 11, 2032.

2. **DESCRIPTION OF PROJECT AND DELIVERABLES**

2.1 **PROPOSED PROJECT SCOPE:** Roscoe Road Shared-Use Path

2.2 **PROJECT EXTENT:** Leanna Dr/Sprague Rd to the Rock River

2.3 **TIMELINE:** FY 2027

2.4 **AWARDED AGENCY:** Winnebago County

2.5 **WHERE SERVICES ARE TO BE PERFORMED:** Unless otherwise disclosed in this section all services shall be performed in the Rockford Metropolitan Planning Area (MPA) Boundary. If the Awardee performs the services purchased hereunder in another country in violation of this provision, such action may be deemed by the State as a breach of the contract by the Client.

Awardee shall disclose the locations where the services required shall be performed and the known or anticipated value of the services to be performed at each location. If the Awardee received additional consideration in the evaluation based on work being performed in the United States, it shall be a breach of contract if the Awardee shifts any such work outside the United States.

3. **FUNDS:** The availability of funds is subject to the type of budget authority authorized for Federal TAP funds. The time period established in legislation determines when funds must be obligated. **It will be important for projects to be timely in carrying out the project development process to prevent lapsing of these fund if the Department**

of Transportation (DOT) cannot carry balances for the TAP program as a whole.

As noted above, awarded projects are expected to be authorized or let within five (5) years of the designated fiscal year for which the project is programmed. The start date of the five (5) years begins with the fiscal year of funds awarded to the project with a notation of the date of approval by the MPO Policy Committee. A project being awarded funds from fiscal year 2027 would be expected to be authorized or let no later than 2032. Awarded projects not proceeding to implementation within the five (5) years must request an administrative extension from the MPO Director or return the funds to the MPO pool for reprogramming. Changes to the scope of work, or elimination of key deliverables, will require administrative approval from the MPO Director.

Changes in scope of work from the original awarded application will be required to be approved by the MPO Policy Committee.

#### **4. TERM AND TERMINATION**

**4.1 TERM OF THIS CONTRACT:** This contract has an initial term of May 11, 2026 to May 11, 2032. If a start date is not identified, the term shall commence upon the last dated signature of the awardee.

**4.1.1** In no event will the total term of the contract, including the initial term, any renewal terms, and any extensions, exceed ten (10) years. 30 ILCS 500/20-60

**4.1.2** Awardee shall not commence billable work in furtherance of the contract prior to final execution of the contract except when permitted pursuant to 30 ILCS 500/20-80.

**4.2 TERMINATION FOR CAUSE:** The Client may terminate this contract, in whole or in part, immediately upon notice to the Awardee, if: (a) the State determines that the actions or inactions of the Awardee, its agents, employees or subcontractors have caused, or reasonably could cause, jeopardy to health, safety, or property, or (b) the Awardee has notified the State that it is unable or unwilling to perform the contract. Any STBG funding forfeited due to inability to complete the approved project within the allotted time frame will result in the Awardee also forfeiting any other STBG, CRP, and TAP funding, which will then be reallocated according to the recommendation and approval of the MPO Technical and Policy Committees. If the Awardee declines the awarded STBG, CRP, or TAP funds, other fiscal year attributable funded project awards will be forfeited.

If Awardee fails to perform to the Client's satisfaction any material requirement of this contract, is in violation of a material provision of this contract, or the Client determines that the Awardee lacks the financial resources to perform the contract, the Client shall provide written notice to the Awardee to cure the problem identified within the period of time specified in the Client's written notice. If not cured by that date the Client may either: (a) immediately terminate the contract without additional written notice or (b) enforce the terms and conditions of the contract.

For termination due to any of the causes contained in this Section, the Client retains its rights to seek any available legal or equitable remedies and damages.

**4.3 TERMINATION FOR CONVENIENCE:** The Client may, for its convenience and with thirty (30) days prior written notice to Awardee, terminate this contract in whole or in part and without payment of any penalty or incurring any further obligation to the Awardee.

Upon submission of invoices and proof of claim, the Awardee shall be entitled to compensation for supplies and services provided in compliance with this contract up to and including the date of termination.

**4.4 AVAILABILITY OF APPROPRIATION:** This contract is contingent upon and subject to the availability of funds. The State, at its sole option, may terminate or suspend this contract, in whole or in part, without penalty or further payment being required, if (1) the Illinois General Assembly or the federal funding source fails to make an appropriation sufficient to pay such obligation, or if funds needed are insufficient for any reason (30 ILCS 500/20-60), (2) the Governor decreases the Client's funding by reserving some or all of the Client's appropriation(s) pursuant to power delegated to the Governor by the Illinois General Assembly, or (3) the Client determines, in its sole discretion or as directed by the Office of the Governor, that a reduction is necessary or advisable based upon actual or projected budgetary considerations. Awardee will be notified in writing of the failure of appropriation or of a reduction or decrease.

**4.5 PERFORMANCE RECORD; SUSPENSION:** Upon request of the Client, the Awardee shall meet to discuss performance or provide contract performance updates to help ensure proper performance of this contract. The Awardee shall include Client's representatives in all communication and meetings with IDOT, engineering teams, and consultant firms related to the attributable funded projects. The Client may consider Awardee's performance under this contract and compliance with law and rule to determine whether to continue this contract, suspend Awardee from doing future business with the Client for a specified period of time, or whether Awardee can be considered responsible on specific future contract opportunities.

**4.6 REPORTING, STATUS, AND MONITORING SPECIFICATIONS:** Awardee shall immediately notify the State of any event that may have a material impact on Awardee's ability to perform this contract.

The Client has the right to publicly promote any attributable funded project and award of funds. The Awardee is required to share and obtain approval from the Client any public relations or media releases prior to publishing.

**5. CONFIDENTIALITY AND INTELLECTUAL PROPERTY:** Unless otherwise required by law, Awardee will exercise reasonable effort to maintain in confidence information disclosed or submitted by Client as confidential information. Confidential information does not include information that:

- a) is generally available in the public domain or becomes available to the public through an act of the Client;
- b) is independently known prior to receipt; or
- c) is made available to the public as a matter of lawful right by a third party.

Awardee shall not publish, distribute, advertise, or otherwise disclose the relationship and the general services created and performed under this Agreement without express written permission of the Client. Unless otherwise required by law, all reports, documents, and other deliverables created pursuant to the terms of this Agreement shall be treated by the Awardee as confidential and will not be made available to any unintended third party without the prior written approval of the Client. No reports or other documents produced in whole or in part pursuant to the terms of this Agreement shall be the subject of an application for copyright by the Awardee.

**6. ASSIGNMENT:** This contract may not be assigned or transferred in whole or in part by Awardee without the prior written consent of the Client.

**7. AUDIT/RETENTION OF RECORDS:** Awardee and its subcontractors shall maintain books and records relating to the performance of this contract and any subcontract necessary to support amounts charged to the State pursuant this contract or subcontract. Books and records, including information stored in databases or other computer systems, shall be maintained by the Awardee for a period of three (3) years from the later of the date of final payment under the contract or completion of the contract, and by the subcontractor for a period of three (3) years from the later of final payment under the term or completion of the subcontract. If Federal funds are used to pay contract costs, the Awardee and its subcontractors must retain their respective records for five (5) years. Books and records required to be maintained under this section shall be available for review or audit by representatives of the Awardee, the Auditor General, the Executive Inspector General, the Chief Procurement Officer, State of

Illinois internal auditors or other governmental entities with monitoring authority, upon reasonable notice and during normal business hours. Awardee and its subcontractors shall cooperate fully with any such audit and with any investigation conducted by any of these entities. Failure to maintain books and records required by this section shall establish a presumption in favor of the State for the recovery of any funds paid by the State under this contract or any subcontract for which adequate books and records are not available to support the purported disbursement. The Awardee or subcontractors shall not impose a charge for audit or examination of the Awardee or subcontractor's books and records. 30 ILCS 500/20-65

8. **INDEMNIFICATION:** Awardee agrees to indemnify and hold the Client and its employees harmless from any loss, claim, damage, or liability arising out of or in connection with the action or inaction of the Client under this Agreement, including but not limited to provision of data and information used for grant reporting purposes. Awardee shall indemnify and hold its employees harmless from any loss, claim, damage, or liability arising out of or in connection with Awardee's use of deliverables provided under this Agreement. If the Awardee fails to provide information that is needed for the completion of the project, or such information is incorrect, the Client is not liable unless it was aware of the inaccuracy or was unaware of the inaccuracy as a result of gross negligence. The Awardee shall indemnify and hold the Client and its employees harmless from any loss, claim, damage, or liability arising out of or in connection with this failure to provide information if it results in an inability to submit the project by the submission deadline.

In the event that the Awardee elects to cancel the Agreement for any reason other than a material breach, the Client is hereby indemnified from any losses, potential or actual, incurred by the Awardee as a result of the work performed under this Agreement.

9. **REPRESENTATIONS AND WARRANTIES:** Awardee represents and warrants that it will perform the services with reasonable care and skill; and the services and related materials provided under this Agreement will not infringe or violate any intellectual property rights or other right of any third party.
10. **LIMITATION OF LIABILITY:** Either party's liability in contract, tort, or otherwise (including negligence) arising directly out of or in connection with this Agreement or the performance or observance of its obligations under this Agreement and every applicable part of it shall be limited in aggregate to the applicable insurance limits.

Awardee assumes liability and responsibility for tax reporting and liabilities, and insurance to cover any negligent acts committed by Awardee or Awardee's employees or agents during the performance of any duties under this Agreement. The Client further agrees to hold the Awardee free and harmless from any and all claims arising from any such negligent act or omission.

11. **SEVERABILITY:** The invalidity or illegality of one or more provisions of this Agreement shall not affect the enforceability of the remaining provisions.
12. **APPLICABLE LAW:** This Agreement shall be governed by the laws of the State of Illinois.
13. **ENTIRE AGREEMENT; AMENDMENTS:** This Agreement constitutes the entire understanding between the parties concerning the subject matter hereof. No amendments or changes to this Agreement shall be effective unless made in writing and signed by an authorized representative of each party.
14. **COUNTERPARTS:** This Agreement may be executed in counterparts (including digital signatures), each of which shall be deemed to be an original and both of which shall constitute one and the same Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by proper persons duly authorized.

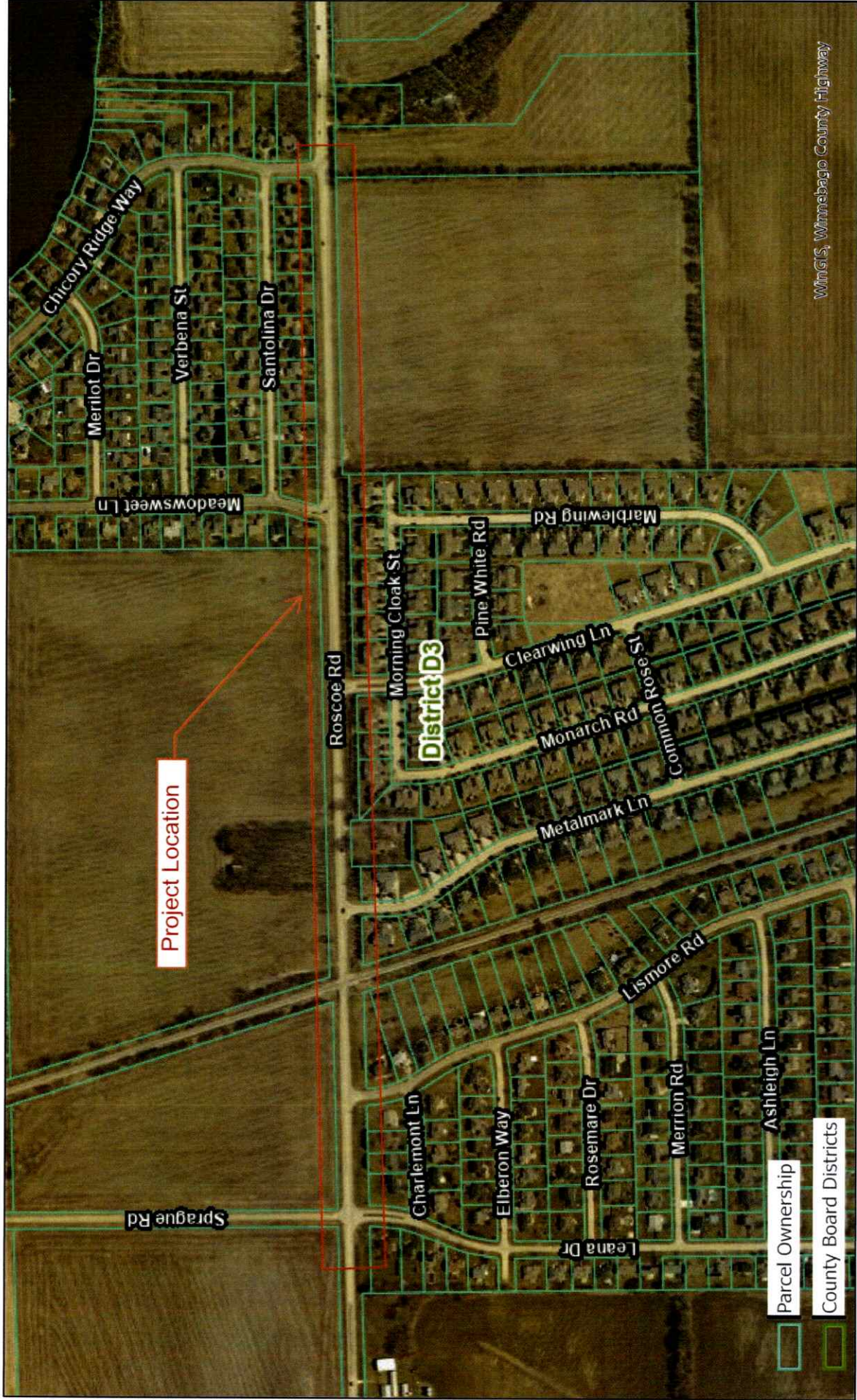
**Authorized Signors & Designated Contacts**

To ensure prompt and accurate delivery of applicable communications, please provide the contact information for each of the relevant topics below.

Party	Region 1 Planning Council	Party	Awardee:
Signature		Signature	
Date Signed		Date Signed	
Signor Name	Michael Dunn Jr.	Signor Name	
Signor Title	Executive Director	Signor Title	
Agreement	Michael Dunn Jr. <a href="mailto:mdunn@r1planning.org">mdunn@r1planning.org</a> (815)319-4180	Agreement	
Services		Services	
Billing		Billing	
Mail	127 N Wyman St, Ste 100 Rockford, IL 61101	Mail	

# PROJECT LOCATION MAP

Roscoe Road Shared Use Path - Transportation Alternative Program



WinGIS, Winnebago County Highway



**WINNEBAGO COUNTY**  
— ILLINOIS —



County Board District 3

**WINNEBAGO COUNTY**  
— ILLINOIS —  
**HIGHWAY DEPARTMENT**



# Resolution Executive Summary

**Prepared By:** Winnebago County Highway Department

**Committee:** Public Works Committee

**Committee Date:** Tuesday, June 16, 2026

**Resolution Title: (26-037)** Resolution Authorizing an Agreement with Region 1 Planning Council for Acceptance of Award of Funds for Improvements to the Olde Creek/Bell School Intersection Under the Carbon Reduction Program (Section 26-00760-00-WR)

**Board Meeting Date:** Thursday, June 25, 2026

**Budget Information:**

<b>Was item budgeted</b> Yes (2027)	<b>Appropriation Amount:</b> \$610,000
<b>If not, explain funding source:</b>	
<b>ORG/OBJ/Project Code:</b>	<b>Budget Impact:</b> \$610,000 (FY 2027-29)

**Background Information:**

This agreement is for the County to accept the federal funds allocated for this project by the Policy Committee of the MPO. These are federal dollars distributed by the State to the various MPO's. As the project progresses and close to final approvals, the State will submit a Local Joint Funding Agreement to be approved by the County Board. At this time, we plan to have this project under construction in 2028-29.

**Recommendation:**

Staff recommends approval.

**Contract/Agreement:**

Contract to be signed after County Board approval.

**Legal Review:**

By the State Attorney's office.

**Follow-Up:**

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

**26-CR-XXX**

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

**RESOLUTION AUTHORIZING AN AGREEMENT WITH  
REGION 1 PLANNING COUNCIL TO ACCEPT AWARD OF FUNDS FOR  
IMPROVEMENTS TO THE OLDE CREEK/BELL SCHOOL INTERSECTION  
UNDER THE CARBON REDUCTION PROGRAM  
(SECTION 26-00760-00-RD)**

**WHEREAS** the County of Winnebago, Illinois has plans to improve the intersection of Olde Creek Rd and Bell School Rd in the city of Rockford, by constructing a roundabout to increase safety and relieve congestion; and said project is part of the Highway Department's 5-year Capital Improvement Program (CIP); and

**WHEREAS**, the Rockford Metropolitan Planning Organizations (MPO) Policy Committee has recommended to allocate \$1,290,000 to fund construction of the roundabout at the above mentioned intersection through the Carbon Reduction Program (CRP); and

**WHEREAS**, the total estimated cost for the above referenced project is \$1.9 million including engineering, right-of-way acquisition and construction; and

**WHEREAS**, it would be in the public interest to enter into the attached Agreement with Region 1 Planning Council to accept CRP funds for the Olde Creek/Bell School Roundabout, Section 25-00760-00-RD.

**NOW THEREFORE, BE IT RESOLVED** by the County Board of the County of Winnebago, Illinois; that the Chairman of the County Board is hereby authorized to execute on behalf of the County of Winnebago the attached Agreement with Region 1 Planning Council to accept \$1,290,000 in CRP funds for the Olde Creek/Bell School Roundabout, in substantially the form attached hereto; and

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

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

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

Respectfully submitted  
PUBLIC WORKS COMMITTEE

AGREE

DISAGREE



\_\_\_\_\_  
Dave Tassoni, Chairman

\_\_\_\_\_  
Dave Tassoni, Chairman

\_\_\_\_\_  
Kevin McCarthy

\_\_\_\_\_  
Kevin McCarthy

  
Chris Scrol

\_\_\_\_\_  
Chris Scrol

  
Ray Thompson

\_\_\_\_\_  
Ray Thompson

  
Jim Webster

\_\_\_\_\_  
Jim Webster

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

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

ATTEST:

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



## Attributable Funding Acceptance & Acknowledgment

Funding Recipient: Winnebago County

Funding Amount: \$1,290,000

This Attributable Funding Award Acceptance and Acknowledgment (the "Agreement") is made and entered into May 11, 2026, (the "Effective Date") by and between Region 1 Planning Council ("Client") and Winnebago County ("Awardee").

As the steward of these funds, it is the responsibility of Region 1 Planning Council (R1) to ensure the Metropolitan Planning Organization (MPO) attributable funds are obligated in a timely manner and equitably distributed throughout the region. Therefore, the total project funding awarded to a single project is capped at no more than two (2) years of the annual sub-allocation per funding program. Any cost above this amount is the responsibility of the local sponsor.

Surface Transportation Block Grant (STBG), Transportation Alternative Program (TAP), and Carbon Reduction Program (CRP) are not grant programs; they operate on a reimbursement basis as work progresses. The reimbursement process for Local Public Agencies (LPA) are based on agreements with the Illinois Department of Transportation (IDOT) and if eligible activities are state or local let. Costs for any activity that occurs prior to federal authorization of the project phase are not eligible for reimbursement. The sponsoring LPA will be responsible for those costs.

**1. TERM OF AGREEMENT:** This Agreement will become effective on May 11, 2026, and will continue in effect until May 11, 2033.

**2. DESCRIPTION OF PROJECT AND DELIVERABLES**

**2.1 PROPOSED PROJECT SCOPE:** Bell School/Olde Creek Roundabout

**2.2 PROJECT EXTENT:** Bell School/Olde Creek

**2.3 TIMELINE:** FY 2028

**2.4 AWARDED AGENCY:** Winnebago County

**2.5 WHERE SERVICES ARE TO BE PERFORMED:** Unless otherwise disclosed in this section all services shall be performed in the Rockford Metropolitan Planning Area (MPA) Boundary. If the Awardee performs the services purchased hereunder in another country in violation of this provision, such action may be deemed by the State as a breach of the contract by the Client.

Awardee shall disclose the locations where the services required shall be performed and the known or anticipated value of the services to be performed at each location. If the Awardee received additional consideration in the evaluation based on work being performed in the United States, it shall be a breach of contract if the Awardee shifts any such work outside the United States.

**3. FUNDS:** The availability of funds is subject to the type of budget authority authorized for Federal CRP funds. The time period established in legislation determines when funds must be obligated. It will be important for projects to be timely in carrying out the project development process to prevent lapsing of these fund if the Department

of Transportation (DOT) cannot carry balances for the CRP program as a whole.

As noted above, awarded projects are expected to be authorized or let within five (5) years of the designated fiscal year for which the project is programmed. The start date of the five (5) years begins with the fiscal year of funds awarded to the project with a notation of the date of approval by the MPO Policy Committee. A project being awarded funds from fiscal year 2028 would be expected to be authorized or let no later than 2033. Awarded projects not proceeding to implementation within the five (5) years must request an administrative extension from the MPO Director or return the funds to the MPO pool for reprogramming. Changes to the scope of work, or elimination of key deliverables, will require administrative approval from the MPO Director.

Changes in scope of work from the original awarded application will be required to be approved by the MPO Policy Committee.

#### 4. TERM AND TERMINATION

**4.1 TERM OF THIS CONTRACT:** This contract has an initial term of May 11, 2026 to May 11, 2033. If a start date is not identified, the term shall commence upon the last dated signature of the awardee.

**4.1.1** In no event will the total term of the contract, including the initial term, any renewal terms, and any extensions, exceed ten (10) years. 30 ILCS 500/20-60

**4.1.2** Awardee shall not commence billable work in furtherance of the contract prior to final execution of the contract except when permitted pursuant to 30 ILCS 500/20-80.

**4.2 TERMINATION FOR CAUSE:** The Client may terminate this contract, in whole or in part, immediately upon notice to the Awardee, if: (a) the State determines that the actions or inactions of the Awardee, its agents, employees or subcontractors have caused, or reasonably could cause, jeopardy to health, safety, or property, or (b) the Awardee has notified the State that it is unable or unwilling to perform the contract. Any STBG funding forfeited due to inability to complete the approved project within the allotted time frame will result in the Awardee also forfeiting any other STBG, CRP, and TAP funding, which will then be reallocated according to the recommendation and approval of the MPO Technical and Policy Committees. If the Awardee declines the awarded STBG, CRP, or TAP funds, other fiscal year attributable funded project awards will be forfeited.

If Awardee fails to perform to the Client's satisfaction any material requirement of this contract, is in violation of a material provision of this contract, or the Client determines that the Awardee lacks the financial resources to perform the contract, the Client shall provide written notice to the Awardee to cure the problem identified within the period of time specified in the Client's written notice. If not cured by that date the Client may either: (a) immediately terminate the contract without additional written notice or (b) enforce the terms and conditions of the contract.

For termination due to any of the causes contained in this Section, the Client retains its rights to seek any available legal or equitable remedies and damages.

**4.3 TERMINATION FOR CONVENIENCE:** The Client may, for its convenience and with thirty (30) days prior written notice to Awardee, terminate this contract in whole or in part and without payment of any penalty or incurring any further obligation to the Awardee.

Upon submission of invoices and proof of claim, the Awardee shall be entitled to compensation for supplies and services provided in compliance with this contract up to and including the date of termination.

**4.4 AVAILABILITY OF APPROPRIATION:** This contract is contingent upon and subject to the availability of funds. The State, at its sole option, may terminate or suspend this contract, in whole or in part, without penalty or further payment being required, if (1) the Illinois General Assembly or the federal funding source fails to make an appropriation sufficient to pay such obligation, or if funds needed are insufficient for any reason (30 ILCS 500/20-60), (2) the Governor decreases the Client's funding by reserving some or all of the Client's appropriation(s) pursuant to power delegated to the Governor by the Illinois General Assembly, or (3) the Client determines, in its sole discretion or as directed by the Office of the Governor, that a reduction is necessary or advisable based upon actual or projected budgetary considerations. Awardee will be notified in writing of the failure of appropriation or of a reduction or decrease.

**4.5 PERFORMANCE RECORD; SUSPENSION:** Upon request of the Client, the Awardee shall meet to discuss performance or provide contract performance updates to help ensure proper performance of this contract. The Awardee shall include Client's representatives in all communication and meetings with IDOT, engineering teams, and consultant firms related to the attributable funded projects. The Client may consider Awardee's performance under this contract and compliance with law and rule to determine whether to continue this contract, suspend Awardee from doing future business with the Client for a specified period of time, or whether Awardee can be considered responsible on specific future contract opportunities.

**4.6 REPORTING, STATUS, AND MONITORING SPECIFICATIONS:** Awardee shall immediately notify the State of any event that may have a material impact on Awardee's ability to perform this contract.

The Client has the right to publicly promote any attributable funded project and award of funds. The Awardee is required to share and obtain approval from the Client any public relations or media releases prior to publishing.

**5. CONFIDENTIALITY AND INTELLECTUAL PROPERTY:** Unless otherwise required by law, Awardee will exercise reasonable effort to maintain in confidence information disclosed or submitted by Client as confidential information. Confidential information does not include information that:

- a) is generally available in the public domain or becomes available to the public through an act of the Client;
- b) is independently known prior to receipt; or
- c) is made available to the public as a matter of lawful right by a third party.

Awardee shall not publish, distribute, advertise, or otherwise disclose the relationship and the general services created and performed under this Agreement without express written permission of the Client. Unless otherwise required by law, all reports, documents, and other deliverables created pursuant to the terms of this Agreement shall be treated by the Awardee as confidential and will not be made available to any unintended third party without the prior written approval of the Client. No reports or other documents produced in whole or in part pursuant to the terms of this Agreement shall be the subject of an application for copyright by the Awardee.

**6. ASSIGNMENT:** This contract may not be assigned or transferred in whole or in part by Awardee without the prior written consent of the Client.

**7. AUDIT/RETENTION OF RECORDS:** Awardee and its subcontractors shall maintain books and records relating to the performance of this contract and any subcontract necessary to support amounts charged to the State pursuant this contract or subcontract. Books and records, including information stored in databases or other computer systems, shall be maintained by the Awardee for a period of three (3) years from the later of the date of final payment under the contract or completion of the contract, and by the subcontractor for a period of three (3) years from the later of final payment under the term or completion of the subcontract. If Federal funds are used to pay contract costs, the Awardee and its subcontractors must retain their respective records for five (5) years. Books and records required to be maintained under this section shall be available for review or audit by representatives of the Awardee, the Auditor General, the Executive Inspector General, the Chief Procurement Officer, State of

Illinois internal auditors or other governmental entities with monitoring authority, upon reasonable notice and during normal business hours. Awardee and its subcontractors shall cooperate fully with any such audit and with any investigation conducted by any of these entities. Failure to maintain books and records required by this section shall establish a presumption in favor of the State for the recovery of any funds paid by the State under this contract or any subcontract for which adequate books and records are not available to support the purported disbursement. The Awardee or subcontractors shall not impose a charge for audit or examination of the Awardee or subcontractor's books and records. 30 ILCS 500/20-65

8. **INDEMNIFICATION:** Awardee agrees to indemnify and hold the Client and its employees harmless from any loss, claim, damage, or liability arising out of or in connection with the action or inaction of the Client under this Agreement, including but not limited to provision of data and information used for grant reporting purposes. Awardee shall indemnify and hold its employees harmless from any loss, claim, damage, or liability arising out of or in connection with Awardee's use of deliverables provided under this Agreement. If the Awardee fails to provide information that is needed for the completion of the project, or such information is incorrect, the Client is not liable unless it was aware of the inaccuracy or was unaware of the inaccuracy as a result of gross negligence. The Awardee shall indemnify and hold the Client and its employees harmless from any loss, claim, damage, or liability arising out of or in connection with this failure to provide information if it results in an inability to submit the project by the submission deadline.

In the event that the Awardee elects to cancel the Agreement for any reason other than a material breach, the Client is hereby indemnified from any losses, potential or actual, incurred by the Awardee as a result of the work performed under this Agreement.

9. **REPRESENTATIONS AND WARRANTIES:** Awardee represents and warrants that it will perform the services with reasonable care and skill; and the services and related materials provided under this Agreement will not infringe or violate any intellectual property rights or other right of any third party.
10. **LIMITATION OF LIABILITY:** Either party's liability in contract, tort, or otherwise (including negligence) arising directly out of or in connection with this Agreement or the performance or observance of its obligations under this Agreement and every applicable part of it shall be limited in aggregate to the applicable insurance limits.

Awardee assumes liability and responsibility for tax reporting and liabilities, and insurance to cover any negligent acts committed by Awardee or Awardee's employees or agents during the performance of any duties under this Agreement. The Client further agrees to hold the Awardee free and harmless from any and all claims arising from any such negligent act or omission.

11. **SEVERABILITY:** The invalidity or illegality of one or more provisions of this Agreement shall not affect the enforceability of the remaining provisions.
12. **APPLICABLE LAW:** This Agreement shall be governed by the laws of the State of Illinois.
13. **ENTIRE AGREEMENT; AMENDMENTS:** This Agreement constitutes the entire understanding between the parties concerning the subject matter hereof. No amendments or changes to this Agreement shall be effective unless made in writing and signed by an authorized representative of each party.
14. **COUNTERPARTS:** This Agreement may be executed in counterparts (including digital signatures), each of which shall be deemed to be an original and both of which shall constitute one and the same Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by proper persons duly authorized.

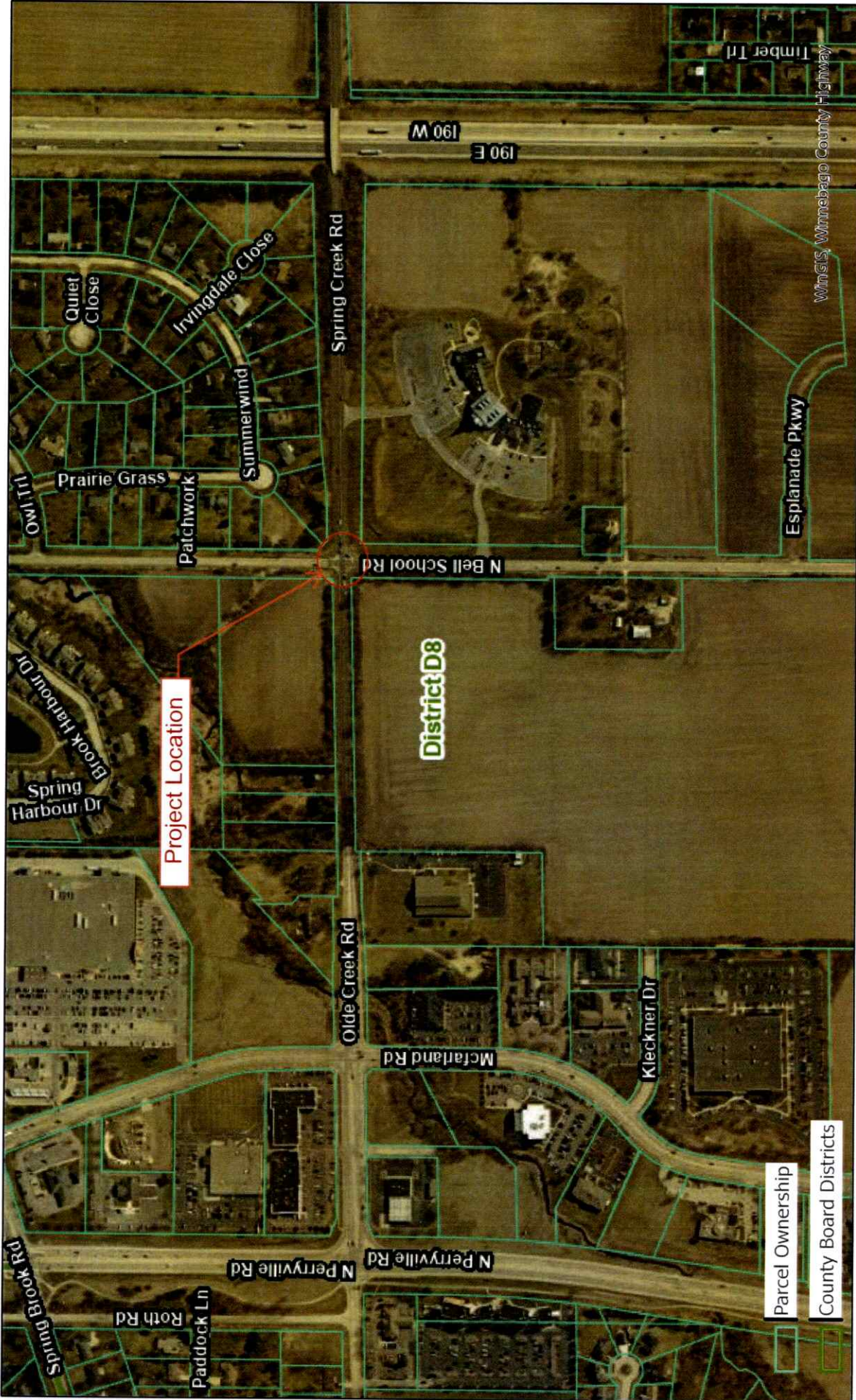
**Authorized Signors & Designated Contacts**

To ensure prompt and accurate delivery of applicable communications, please provide the contact information for each of the relevant topics below.

Party	Region 1 Planning Council	Party	Awardee:
Signature		Signature	
Date Signed		Date Signed	
Signor Name	Michael Dunn Jr.	Signor Name	
Signor Title	Executive Director	Signor Title	
Agreement	Michael Dunn Jr. <a href="mailto:mdunn@r1planning.org">mdunn@r1planning.org</a> (815)319-4180	Agreement	
Services		Services	
Billing		Billing	
Mail	127 N Wyman St, Ste 100 Rockford, IL 61101	Mail	

# PROJECT LOCATION MAP

Olde Creek/Bell School Intersection Improvements - Carbon Reduction Program



WINNEBAGO COUNTY  
— ILLINOIS —

WINNEBAGO COUNTY  
— ILLINOIS —

HIGHWAY  
DEPARTMENT

County Board District 8



**Public Safety &  
Judiciary  
Committee**



# Resolution Executive Summary

**Prepared By:** Marlana Dokken  
**Committee:** Public Safety and Judiciary Committee  
**Committee Date:** June 15, 2026  
**Board Meeting Date:** June 25, 2026  
**Resolution Title:** Resolution Authorizing Participation as a Member in the Illinois Emergency Management Mutual Aid System Response Pursuant to an Intergovernmental Agreement for the Establishment of a Mutual Aid Intergovernmental Service Agreement

## 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>	<b>Budget Impact:</b> N/A

**Background Information:** This resolution authorizes the County of Winnebago to participate in the Illinois Emergency Management Mutual Aid System Intergovernmental Service Agreement in accordance with the Illinois Emergency Management Act and applicable County ordinances. The agreement formalizes the County's commitment to coordinated emergency response efforts with other participating jurisdictions throughout Illinois.

The resolution recognizes that emergency and disaster situations may exceed the personnel, equipment, and material resources available to the Winnebago County Emergency Management Agency/Emergency Services and Disaster Agency when acting independently. Participation in the mutual aid system allows the County to both request and aid during emergencies as operational conditions permit.

Through this agreement, Winnebago County strengthens regional emergency preparedness, enhances intergovernmental cooperation, and improves the ability to protect residents, property, and critical infrastructure during disasters and other emergency incidents. Adoption of the agreement supports continuity of emergency operations and ensures the County remains an active partner in statewide emergency management and mutual aid coordination.

**Recommendation:** Approve Intergovernmental Agreement

**Contract/Agreement:** Reviewed by the State's Attorney's Office

**Follow-Up:** n/a

**R E S O L U T I O N**  
**of the**  
**COUNTY BOARD OF THE COUNTY OF WINNEBAGO, ILLINOIS**

Sponsored by: Brad Lindmark, Committee Chair  
Submitted by: Public Safety & Judiciary Committee

2026 CR

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**RESOLUTION AUTHORIZING PARTICIPATION AS A MEMBER IN THE ILLINOIS  
EMERGENCY MANAGEMENT MUTUAL AID SYSTEM RESPONSE PURSUANT  
TO AN INTERGOVERNMENTAL AGREEMENT FOR THE ESTABLISHMENT OF A  
MUTUAL AID INTERGOVERNMENTAL SERVICE AGREEMENT**

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**WHEREAS**, the County Board of the County of Winnebago, Illinois has long since, pursuant to Ordinance (*Chapter 30, Article II of the Winnebago County Code of Ordinances*), established an Emergency Management Agency/Emergency Services and Disaster Agency of Winnebago County, Illinois pertaining to appropriate functions in the case of an emergency; and

**WHEREAS**, it is recognized that at any given time emergency situations may occur that are beyond the capacities of the Winnebago County Emergency Management Agency/ Emergency Services and Disaster Agency to deal effectively with in terms of personnel, equipment and material resources; and

**WHEREAS**, in adopting the Illinois Emergency Management Mutual Aid System Intergovernmental Service Agreement, the County of Winnebago, Illinois, as one of the Members thereof, hereby expresses its intent to assist a nearby member jurisdiction by assigning as appropriate some of its personnel, equipment or material resources to the requesting member jurisdiction as situations allow; and

**WHEREAS**, said Service Agreement is authorized by the Illinois Emergency Management Act, Section 3305/13 and pursuant to the Ordinances of the County of Winnebago, Illinois allowing for the participation in various mutual aid agreements; and

**WHEREAS**, it is in the best interests of the County of Winnebago, Illinois to provide as much as possible for assistance to the residents of the County of Winnebago, Illinois and other Members of said Mutual Aid Service Agreement.

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

**Section 1:** That the above and foregoing recitals are incorporated as findings of fact in this Resolution.

**Section 2:** That the County of Winnebago, Illinois, a body politic, may participate as a Member of the Illinois Emergency Management Mutual Aid System pursuant to that certain Mutual Aid Intergovernmental Service Agreement which is attached to this Resolution hereto and incorporated herein and identified as “Exhibit A”.

**Section 3:** That the Winnebago County Board Chairman be and is hereby authorized to execute, on behalf of the County of Winnebago, Illinois said Agreement and that the Winnebago County Clerk is authorized to attest to said Agreement.

**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 County Board Office, County Sheriff and County ESDA Coordinator.

**Respectfully submitted,  
PUBLIC SAFETY AND JUDICIARY COMMITTEE**

**AGREE**

**DISAGREE**

\_\_\_\_\_  
BRAD LINDMARK, CHAIR

\_\_\_\_\_  
BRAD LINDMARK, CHAIR

\_\_\_\_\_  
AARON BOOKER

\_\_\_\_\_  
AARON BOOKER

\_\_\_\_\_  
ANGIE GORAL

\_\_\_\_\_  
ANGIE GORAL

\_\_\_\_\_  
KEVIN MCCARTHY

\_\_\_\_\_  
KEVIN MCCARTHY

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

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

\_\_\_\_\_  
CHRIS SCROL

\_\_\_\_\_  
CHRIS SCROL

\_\_\_\_\_  
MICHAEL THOMPSON

\_\_\_\_\_  
MICHAEL THOMPSON

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

**Illinois Emergency Management  
MUTUAL AID SYSTEM  
AGREEMENT**

This Agreement is made and entered into the date set forth next to the signature of the respective parties, by and between the units of local government subscribed hereto (hereafter "Unit(s)") that have approved this Agreement and adopted same in manner as provided by law and are hereafter listed at the end of this Agreement.

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

**WHEREAS**, the "Intergovernmental Cooperation Act", 5 ILCS 220/1 et seq., provides that any power or powers, privileges or authority exercised, or which may be exercised by a unit of local government may be exercised and enjoyed jointly with any other unit of local government; and,

**WHEREAS**, Section 5 of the Intergovernmental Cooperation Act, 5 ILCS 220/5, provides that any one or more public agencies may contract with any one or more public agencies to perform any governmental service, activity or undertaking which any of the public agencies entering into the contract is authorized by law to perform, provided that such contract shall be authorized by the governing body of each party to the contract; and,

**WHEREAS**, the parties hereto have determined that it is in their best interests to enter into this Agreement to secure to each the benefits of mutual aid in emergency management and the protection of life and property from an emergency or disaster; and,

**WHEREAS**, the parties hereto have determined that it is in their best interests to enter into this Agreement to secure to each the benefits of mutual aid in the preparedness and mitigation phases of emergency management; and,

**WHEREAS**, the parties hereto have determined that it is in their best interests to form an association to provide for communications procedures, training and other necessary functions to further the provision of said protection of life and property from an emergency or disaster.

**NOW, THEREFORE**, in consideration of the foregoing recitals, the Unit's membership in the Illinois Emergency Management Mutual Aid System (IEMMAS) and the covenants contained herein, **THE PARTIES HERETO AGREE AS FOLLOWS:**

## **SECTION ONE**

### **Purpose**

Certain situations arise, including, but not limited to, emergencies, natural disasters, man-made catastrophes, and special events, in which the Parties recognize that the use of an individual Member Unit's personnel and equipment to perform functions outside the territorial limits of the Member Unit is desirable and necessary to preserve and protect the health, safety and welfare of the public. During such situations, one Member Unit's personnel and equipment may be called

upon to perform functions within the territorial limits of another Member Unit, as is desirable and necessary to preserve and protect the health, safety and welfare of the public. Further, it is acknowledged that coordination of mutual aid through the Illinois Emergency Management Mutual Aid System is desirable for the effective and efficient provision of mutual aid.

## **SECTION TWO**

### **Definitions**

For the purpose of this Agreement, the following terms as used in this agreement shall be defined as follows:

- A. "Illinois Emergency Management Mutual Aid System" (hereinafter referred to as "IEMMAS", also "Agreement"): A definite and prearranged plan whereby response and assistance is provided to a Requesting Unit by the Aiding Unit(s) in accordance with the system established and maintained by the IEMMAS member Units and amended from time to time.
- B. "Unit": (also "Member Unit") Any unit of government, including but not limited to a city, village, or county having an Emergency Management Program, another unit of local government, or any other political subdivision of the State of Illinois, or an intergovernmental agency and the units of which such intergovernmental agency is comprised, which is a signatory to the IEMMAS Agreement, and has been appropriately authorized by their governing body to enter into the IEMMAS Agreement and otherwise and comply with the rules and regulations of IEMMAS.
- C. "Requesting Unit": Means any Unit requesting assistance of another Unit under this Agreement.

- D. "Aiding Unit": A Member Unit furnishing equipment, personnel, and/or services to a Requesting Unit.
- E. "Emergency": Any occurrence or condition which results in a situation where assistance is requested to supplement local efforts and capabilities to save lives, protect property and protect the public health and safety, or to lessen or avert the threat of a catastrophe or Disaster or other Serious Threat to Public Health and Safety.
- F. "Disaster": An occurrence or threat of widespread or severe damage, injury, or loss of life or property resulting from a natural or human-made cause, including fire, severe weather event, environmental contamination, utility failure, radiological incident, structural collapse, explosion, transportation accident, hazardous materials incident, epidemic, pandemic, or any other calamity.
- G. "IEMMAS Regions": The geographically associated Member Units or unit of which have been grouped for operational efficiency and representation of those Member Units. The State of Illinois shall be divided into eight (8) regions which as identified by Exhibit A, hereto attached and incorporated by this reference.
- H. "Training": The regular scheduled practice of emergency procedures during non-emergency drills or exercises to implement the necessary joint operations of IEMMAS.
- I. "IEMMAS Board": The governing body of IEMMAS shall be comprised of elected representatives from each of the Member Units of the IEMMAS, in the manner detailed by this Agreement.
- J. "Special Event": Any non-routine event, that places a strain on any Member Unit's

resources. Such an event may, but is not required to, involve a large number of people. Such an event should generally require additional planning, preparation, and mitigation for public safety.

- K. “Emergency Management Coordinator”: Means the Emergency Management Coordinator or agency head of a Unit, or their designee.
- L. “Emergency Management Staff”: includes any person who is an authorized employee or agent of a Unit. An Emergency Management Staff includes, without limitation, the following: full time, part time, volunteer, paid-on-call, paid on premises, and contracted personnel, as well as emergency operations center staff, support personnel, and authorized members of non-governmental response Units.
- M. "Emergency Services": means the provision of personnel, equipment, or other support to a Requesting Unit in the preparedness of, prevention of, response to, recovery from, or mitigation of any Disaster, Emergency, or Special Event, and includes joint training for the provision of any such services by a Unit.
- N. “Initial Governing Board”: The first Governing Board of IEMMAS established after two or more Public Agencies enter into this Agreement.
- O. “Public Agency”: A public agency shall have the same meaning as in the Illinois Intergovernmental Cooperation Act (5 ILCS 220/2(1)).
- P. “IEMMAS Regional Directors”: The elected members of the Governing Board, representing the IEMMAS Regions.

### SECTION THREE

#### **Authority and Action to Effect Mutual Aid**

The Parties hereby authorize and direct their respective Emergency Management Coordinators, to take any reasonably necessary and proper action to render and request Mutual Aid to and from the other Parties to the Agreement, and to participate in Training activities, in furtherance of effective and efficient provision of Mutual Aid pursuant to this Agreement.

In accordance with a Party's policies and within the authority provided to its Emergency Management Coordination, upon an Aiding Unit's receipt of a request from a Requesting Unit for Emergency Services, the Emergency Management Coordinator may commit the requested Mutual Aid in the form of Emergency Management Staff, and/or Emergency Services to the Requesting Unit. All Mutual Aid rendered shall be to the extent of available personnel and equipment, taking into consideration the resources required for adequate protection of the territorial limits of the Aiding Unit. The decision of the Emergency Management Coordinator of the Aiding Unit as to the personnel and equipment available to render aid, if any, shall be final.

Whenever an Emergency, Disaster, or Special Event occurs and conditions are such that the Emergency Management Coordinator of the Requesting Unit determines it advisable to request aid pursuant to this Agreement he shall notify the Aiding Unit of the nature and location of the Emergency, Disaster, or Special Event, and the type and amount of equipment, Emergency Management Staff, and/or Emergency Services requested from IEMMAS.

The Emergency Management Coordinator of the Aiding Unit shall take the following action immediately upon being requested for aid:

1. Determine what equipment, Emergency Management Staff, and/or Emergency Services is requested;
2. Determine if the requested equipment, Emergency Management Staff, and/or Emergency Services can be committed in response to the request from the

Requesting Unit;

3. Dispatch the requested equipment, Emergency Management Staff and/or Emergency Services is, to the extent available, to the location of the event or location reported by the Requesting Unit in accordance with the procedures of IEMMAS; and
4. Notify the Requesting Unit if any or all of the requested equipment, Emergency Management Staff, and/or Emergency Services cannot be provided.

## **SECTION FOUR**

### **Compensation for Aid**

Equipment, Emergency Management Staff, and/or Emergency Services provided pursuant to this Agreement shall be at no charge to the party requesting aid; however, any expenses recoverable from third parties, including but not limited to reimbursements, fees, grants, or insurance proceeds tied to the events from which the Emergency, Disaster, or Special Event arose, shall be equitably distributed among responding parties, in the manner described by this Section Four of the Agreement.

Nothing herein shall operate to bar any recovery of funds from any third party, local, state, or federal agency under any existing statutes, or other authority. Each Aiding Unit is responsible for the compensation of its Emergency Responders providing Mutual Aid, equipment expenses, Emergency Services, and for any additional costs incurred to ensure its jurisdiction has adequate resources during the rendering of Mutual Aid.

Day-to-day Mutual Aid should remain free of charge because the administrative

requirements of reimbursement make it infeasible to charge for day-to-day Mutual Aid. However, the following exceptions may apply:

1. **Third Party Reimbursement.** – Expenses for Emergency Services recovered from third parties shall be proportionally distributed to all participating Units by the Unit recovering such payment from a third party. The Unit responsible for seeking payment from a third party shall provide timely notice to Aiding Units of a date by which submission of a request for reimbursement must be received. Reimbursement shall be based on the accurate and timely submission of allowable costs and documentation attributable to the incident by each Aiding Unit. These costs include personnel, use of equipment and materials provided, damage or loss of equipment, use of facilities, and any other costs associated with the Aid provided that may be recoverable. The Unit recovering payment from a third party shall notify Aiding Units that such payment has been made, and such Unit will reimburse the other Aiding Units. If the third party payment is less than the full amount of all Units' cost submittals, the funds shall be proportionally distributed based on each Unit's submitted costs compared to the total of all costs submitted.
2. **Intrastate Emergency Management Agency Tasking.** Expenses recovered related to a response to an Emergency or Disaster at the request of The Illinois Emergency Management Agency and Office of Homeland Security (IEMA-OHS) or other State or federal authority shall be based on the accurate and timely submission of allowable costs and documentation attributable to the response by each Aiding Unit. These costs include personnel, use of equipment and materials provided, damage or loss of equipment, use of facilities, and any other costs associated with the aid that may be recoverable. The Unit recovering payment from the State or Federal Government shall notify Aiding Units that

such payment has been made, and such Unit will reimburse the other Aiding Units. If the payment is less than the full amount of all Units' cost submittals, the funds shall be proportionally distributed based on each Unit's submitted costs compared to the total of all costs submitted.

3. Interstate Emergency Management Assistance Compact ("EMAC") Response - Expenses recovered related to a response to an Emergency or Disaster at the request of another emergency management agency or the authority of another state government pursuant to an EMAC response. Reimbursement shall be based on the accurate and timely submission of allowable costs and documentation attributable to the response by each Aiding Unit. These costs include personnel, use of equipment and materials provided, damage or loss of equipment, use of facilities, and any other costs associated with the aid that may be recoverable. If these payments are not made directly to the participating Units, the Unit recovering payment from another state or emergency management agency shall notify Aiding Units that such payment has been made, and such Unit will reimburse the other Aiding Units. If the payment is less than the full amount of all Units' cost submittals, the funds shall be proportionally distributed based on each Unit's submitted costs compared to the total of all costs submitted.

## **SECTION FIVE**

### **Insurance**

Each Party shall procure and maintain, at its sole and exclusive expense, insurance coverage, including comprehensive liability, personal injury, property damage, workers' compensation, auto, and, if applicable, watercraft, aircraft, or drone liability. The obligations of

this Section may be satisfied by a Party's membership in a self-insurance pool, a self-insurance plan, or arrangement with an insurance provider approved by the jurisdiction. To the extent permitted by governing law, each Party agrees to waive subrogation rights it may acquire, and to require any insurer to waive subrogation rights they may acquire, by virtue of the payment of claims, suits, or other loss arising out of this Agreement, and shall, as to any insurer, obtain any endorsement necessary to effectuate such waiver of subrogation.

## **SECTION SIX**

### **Jurisdiction Over Personnel, Equipment, and Assets**

Emergency Management Staff, equipment, or other assets dispatched to aid a Requesting Unit pursuant to this Agreement shall, at all times, remain employees, agents, or equipment of the Aiding Unit, and are entitled to receive any benefits and compensation to which they may otherwise be entitled under the laws, regulations, or ordinances of the United States of America, their respective States, and their respective political subdivisions. This includes, but is not limited to, benefits for pension, relief, disability, death, and workers' compensation. If a person from an Aiding Unit is injured or killed while rendering assistance under this Agreement, benefits shall be afforded in the same manner and on the same terms as if the injury or death were sustained while the person from the Aiding Unit was rendering assistance for or within the Aiding Unit's own jurisdiction.

Emergency Management Staff, equipment, or other assets of the Aiding Unit will come under the operational control of the Requesting Unit's Emergency Management Coordinator, or other appropriate authority, until released or withdrawn. The Aiding Unit shall, at all times, have the right to withdraw any and all aid upon the order of its Emergency Management Coordinator.

The Aiding Unit shall notify the Requesting Unit of the extent of any withdrawal, and coordinate the withdrawal to minimize jeopardizing the safety of the operation or other personnel.

If, for any reason, an Aiding Unit determines that it cannot respond to a Requesting Unit, the Aiding Unit shall promptly notify the Requesting Unit of the Aiding Unit's inability to respond; however, failure to promptly notify the Requesting Party of such inability to respond shall not be deemed to be noncompliance with the terms of this Agreement and no liability may be assigned. No liability of any kind shall be attributed to or assumed by a Party, for failure or refusal to render aid, or for withdrawal of aid.

The obligations and duties set forth in this Section shall survive the end or termination of this Agreement.

## **SECTION SEVEN**

### **Liability**

Each Party will be solely responsible for the acts of its own governing body, officers, employees, agents, and subcontractors, expressly including, but not limited to, all of its Emergency Management Staff, the costs associated with those acts, and the defense of those acts. No Party shall be responsible to another Party for any liability or costs arising from the act of an employee or agent of another Party. Each Party hereto shall hold all other Parties hereto harmless for any liability or costs arising from the act of an employee or agent of another Party. The Provisions of this Section shall survive the termination of this Agreement by any Party.

Any Party responding under this Agreement to another state shall be considered agents of the Requesting Unit in the other state for tort liability and immunity purposes related to third-party claims to the extent permissible under the laws of both states. Nothing in this Section shall

be deemed a waiver by any Party of its right to dispute any claim or assert statutory and common law immunities as to third parties.

## **SECTION EIGHT**

### **Term**

This Agreement shall be in effect for a term of one year from the date of signature hereof and shall automatically renew for successive one-year terms unless terminated in accordance with this Section.

Any party hereto may terminate its participation in this Agreement at any time, provided that the party wishing to terminate its participation in this Agreement shall give written notice to the IEMMAS specifying the date of termination, such notice to be given at least 90 calendar days prior to the specified date of termination of participation. The written notice provided herein shall be given by personal delivery, registered mail, or certified mail.

## **SECTION NINE**

### **Effectiveness**

This Agreement shall be in full force and effective for each Party, upon approval by that Party's governing body in the manner provided by law and upon proper execution of this Agreement.

## **SECTION TEN**

### **Binding Effect**

This Agreement shall be binding upon and inure to the benefit of any successor of entity

which may assume the obligations of any party hereto. Provided, however, that this Agreement may not be assigned by a Member Unit without prior written consent of the parties hereto; and this Agreement shall not be assigned by IEMMAS without prior written consent of the parties hereto.

## **SECTION ELEVEN**

### **Validity**

The invalidity of any provision of this Agreement shall not render invalid any other provision. If, for any reason, any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, that provision shall be deemed severable, and this Agreement may be enforced with that provision severed or modified by court order.

## **SECTION TWELVE**

### **Notices**

Notices given under this Agreement shall be in writing and shall be delivered by one or more of the following processes: personally delivered, sent by express delivery service, certified mail, or first-class US mail postage prepaid to the head of the governing body of the participating Member Unit.

## **SECTION THIRTEEN**

### **Governing Law**

This Agreement shall be governed, interpreted, and construed in accordance with the laws of the State of Illinois.

## **SECTION FOURTEEN**

### **Execution in Counterparts**

This Agreement may be executed in multiple counterparts or duplicate originals, each of which shall constitute and be deemed as one and the same document.

## **SECTION FIFTEEN**

### **IEMMAS Board**

By agreement by and between each Member Unit to this Agreement, there shall exist a third party Public Agency, created by the Member Unit parties to this agreement, which shall be known as the Illinois Emergency Management Mutual Aid System (hereinafter referred to as “IEMMAS”). IEMMAS that shall be considered a Public Agency, as that term is defined in 5 ILCS 220/2(1). The Public Agency IEMMAS shall have a governing board, consistent with the meaning of the phrase “governing board” in 5 ILCS 220/2(1), which shall be known as the “IEMMAS Board.”

The IEMMAS Board is hereby identified as the authority to consider, adopt and amend from time to time, as needed, rules, procedures, by-laws, and any other matters deemed necessary. For the avoidance of doubt, it is expressly understood that as a Public Body, the IEMMAS Board shall be subject to the Illinois Open Meetings Act (5 ILCS 120/1-1, et seq.), Illinois Freedom of Information Act (5 ILCS 140/1-1, et seq.), and any other laws and regulations of the state for which Public Bodies must comply.

An Initial Governing Board, created upon enactment of the IEMMAS agreement by two or more Public Agencies, shall serve as the IEMMAS Board. One (1) representative from each of

the eight (8) IEMMAS regions, the State of Illinois shall be divided into eight (8) regions as identified by Exhibit A. Such representatives shall be selected by the President of IESMA, and along with the President of IESMA, (a total of nine (9) individuals), who shall serve as the Initial Governing Board of IEMMAS. If a member of the Initial Governing Board is not able to complete their term, the IESMA President shall appoint a replacement with a candidate from the same IEMMAS region as the person who was unable to complete the term. If there are no parties interested in the position from the IEMMAS region, the IESMA President can then appoint a replacement from any of the IEMMAS regions to finish the term.

The Initial Governing Board shall identify the process to be used for the election of the permanent IEMMAS Board members. The proposed election process shall be approved by a vote of the eight (8) interim IEMMAS Regional Directors with a simple majority. If the vote on the election process should result in a split decision, the IESMA president shall cast the tie breaking vote. The Initial Governing Board shall conduct the election process to identify the eight (8) IEMMAS Regional Directors.

After the eight (8) IEMMAS Regional Directors have been duly elected, a date to transfer the responsibilities from the Initial Governing Board to the IEMMAS board shall be determined. Upon the transfer of responsibilities, all governing board powers are hereby transferred to the elected IEMMAS Board.

The composition IEMMAS Board after the Initial Governing Board have served their term shall consist of the following:

- A. Eight (8) IEMMAS Regional Directors elected from each of the eight (8) IEMMAS Regions.
- B. The President of IESMA, or their designee, will hold a permanent, and non-

elective IEMMAS Board membership.

The eight (8) IEMMAS Regional Directors shall serve as the voting representative of their region on IEMMAS matters. Those elected to represent their region on the IEMMAS Board may appoint a designee to serve temporarily in their stead. The eight (8) IEMMAS Regional Directors shall be from a Member Unit within their respective IEMMAS Region and shall have all rights and privileges attendant to a representative of that region. Every Governing Board Member must be affiliated by employment with, or relation to, a signatory Member Unit.

The Public Agency IEMMAS shall have a President, Vice President, Secretary, and Treasurer who shall be appointed by and from the elected members of the IEMMAS Board, at its discretion. The officers shall have the duties, responsibilities and powers accorded to them by the Bylaws of IEMMAS as the Bylaws are established and may be amended from time to time by the IEMMAS Board.

## **SECTION SIXTEEN**

### **Duties of the IEMMAS Board**

The IEMMAS Board shall meet regularly to conduct business and to consider and publish the rules and procedures of the IEMMAS.

## **SECTION SEVENTEEN**

### **Rules and Procedures**

The IEMMAS Board shall establish rules and procedures of the IEMMAS as deemed necessary for the purpose of administrative functions, the exchange of information and the common welfare of the IEMMAS, subject to the laws governing Public Bodies in the State of

Illinois.

## **SECTION EIGHTEEN**

### **Revocation of Prior Agreements**

This Agreement shall replace all prior Illinois Emergency Management Mutual Aid System agreements effective at 12:01 a.m. Central Standard Time on January 1, 2025. Any Member Unit that has not become a Party to this Agreement by 12:01 a.m. Central Standard Time on January 1, 2025, shall no longer be affiliated with IEMMAS in any capacity, shall not continue to benefit from its prior association with IEMMAS, and shall not rely on IEMMAS for emergency responses, until subsequently rejoining IEMMAS by the adoption of an approving ordinance or resolution and entering into this Agreement, as may be amended from time to time. The effective date for any new Member Unit joining after January 1, 2025, shall be the date set forth next to the signature of that new Member Unit.

## **SECTION NINETEEN**

### **Amendments**

This Agreement may only be amended by written consent of all the parties hereto. This shall not preclude the amendment of rules, procedures of the IEMMAS as established by the IEMMAS Board to this Agreement. The undersigned unit of local government or public agency hereby has adopted, and subscribes to, and approves this MUTUAL AID SYSTEM Agreement to which this signature page will be attached and agrees to be a party thereto and be bound by the terms thereof.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF,

This Signatory certifies that this Illinois Emergency Management Mutual Aid System Agreement has been adopted and approved by ordinance, resolution, or other manner approved by law, a copy of which document is attached hereto. A certified copy of the approving ordinance, resolution or authority, along with the executed Agreement is included and shall be sent to the IEMMAS Board.

In Witness Whereof, the Signatory Public Agency designated below enters into this agreement with all other Signatory Public Agencies who have signed or will sign this agreement pursuant to legal authorization granted to is under the Constitution of the State of Illinois (III. Const. Art. VII, § 10), the Illinois Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.) and the final approval required of an entity such as the undersigned Public Agency

\_\_\_\_\_  
Public Agency Name

By: \_\_\_\_\_  
Legally Authorized Agent

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

State of Illinois                    )  
  ) ss  
County of \_\_\_\_\_            )

\_\_\_\_\_, after being duly sworn on oath, deposes and states under penalty of perjury that he/she is the duly authorized agent for the Public Agency shown above, that he/she has read the agreement in its entirety, that the entity shown above the “Public Agency Name” line, above, is a Public Agency within the meaning of 5 ILCS 220/1 et seq. and that he/she signs this document pursuant to proper authority granted by that public agency.



# Resolution Executive Summary

**Prepared By:** Marlana Dokken  
**Committee:** Public Safety and Judiciary Committee  
**Committee Date:** June 15, 2026  
**Board Meeting Date:** June 25, 2026  
**Resolution Title:** Resolution Authorizing the Winnebago County Board Chairman to Execute an Amendment to Lease Agreement by and between Harlem Township and the County of Winnebago, Illinois

**Budget Information:**

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

**Background Information:** Since April 1, 2004, Harlem Township and the County of Winnebago, Illinois have been parties to a 20-year lease agreement for the Winnebago County Sheriff's Office to lease a Township-owned building located at 819 Melbourne Avenue, Machesney Park, Illinois for storage of motor vehicles and specialty equipment. Harlem Township and the County desire to renew the lease for an additional 20 years, with a term ending March 31, 2044.

**Recommendation:** Staff concurs.

**Contract/Agreement:** Yes.

**Legal Review:** Legal review conducted by State's Attorney's Office.

**Follow-Up:** n/a

**R E S O L U T I O N**  
**of the**  
**COUNTY BOARD OF THE COUNTY OF WINNEBAGO, ILLINOIS**

Sponsored by: Brad Lindmark, Committee Chair  
Submitted by: Public Safety & Judiciary Committee

2026 CR

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**RESOLUTION AUTHORIZING THE WINNEBAGO COUNTY BOARD CHAIRMAN TO EXECUTE AN AMENDMENT TO LEASE AGREEMENT BY AND BETWEEN HARLEM TOWNSHIP AND THE COUNTY OF WINNEBAGO, ILLINOIS**

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**WHEREAS**, on April 1, 2004, Harlem Township and the County of Winnebago, Illinois entered into a 20-year lease agreement (the "Lease") for the Winnebago County Sheriff's Office to lease a Township-owned building located at 819 Melbourne Avenue, Machesney Park, Illinois for storage of motor vehicles and specialty equipment; and

**WHEREAS**, the Lease expired on April 1, 2024 and has continued on a month-to-month basis without either party seeking an extension; and

**WHEREAS**, Harlem Township and the County of Winnebago desire to exercise the option to formally renew the Lease for an additional 20-year period, with a term ending March 31, 2044; and

**WHEREAS**, the Public Safety and Judiciary Committee of the County Board for the County of Winnebago, Illinois, has reviewed the proposed terms of the Amendment to Lease, attached hereto as Exhibit A, and recommends executing the Amendment under the terms set forth in the Amendment.

**NOW, THEREFORE BE IT RESOLVED**, by the County Board of the County of Winnebago, Illinois, that the Winnebago County Board Chairman is authorized to execute the Amendment to Lease Agreement by and between Harlem Township and the County of Winnebago, Illinois, in substantially the same form as contained in Exhibit A; and

**BE IT FURTHER RESOLVED**, that the Clerk of the County Board is hereby directed to prepare and deliver copies of this Resolution to the Winnebago County Auditor, Winnebago County Finance Director, and the Winnebago County Sheriff.

**Respectfully submitted,  
PUBLIC SAFETY AND JUDICIARY COMMITTEE**

**AGREE**

**DISAGREE**

\_\_\_\_\_  
BRAD LINDMARK, CHAIR

\_\_\_\_\_  
BRAD LINDMARK, CHAIR

\_\_\_\_\_  
AARON BOOKER

\_\_\_\_\_  
AARON BOOKER

\_\_\_\_\_  
ANGIE GORAL

\_\_\_\_\_  
ANGIE GORAL

\_\_\_\_\_  
KEVIN MCCARTHY

\_\_\_\_\_  
KEVIN MCCARTHY

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

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

\_\_\_\_\_  
CHRIS SCROL

\_\_\_\_\_  
CHRIS SCROL

\_\_\_\_\_  
MICHAEL THOMPSON

\_\_\_\_\_  
MICHAEL THOMPSON

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

## AMENDMENT TO LEASE AGREEMENT

This Amendment to Lease Agreement (the "**Amendment**") is made and entered into as of the 22<sup>nd</sup> day of May, 2026 ("**Effective Date**"), by and between Harlem Township of Winnebago County Illinois ("**Lessor**") and the County of Winnebago, Illinois, a unit of local government ("**Lessee**") with Lessor and Lessee each being referred to as a "**Party**" and collectively as "**Parties**".

### RECITALS

**WHEREAS**, Lessor and Lessee are parties to a certain Lease Agreement having a twenty year term commencing on April 1, 2004 and ending on March 31, 2024, a copy of which is attached hereto as "Exhibit A" (the "**Lease**"); and

**WHEREAS**, as of April 1, 2024, the Lease has continued on a month-to-month basis without either party seeking extension of the Lease; and

**WHEREAS**, the Parties desire to exercise the option to renew referenced in paragraph 2.B. of the Lease.

### AGREEMENT

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

1. **Extension of Term.** The Parties hereby agree that the option to renew referenced in paragraph 2.B. of the Lease is deemed exercised as if it had been done timely and that the term of the Lease shall now expire on March 31, 2044.
2. **Ratification.** Except as specifically modified by this Amendment, all other terms, covenants, and conditions of the Lease shall remain in full force and effect. The parties hereby ratify and confirm the Lease as amended herein.
3. **Capitalized Terms.** Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to them in the Lease.
4. **Headings.** The headings to the paragraphs of this Amendment are solely for the convenience of the Parties and shall not be used to explain, modify, or aid in the interpretation of the Lease.
5. **Conflict.** To the extent that the terms of the Lease conflict with the provisions of this Amendment, this Amendment shall control. All other provisions of the Lease not in conflict with this Amendment shall remain in full force and effect.
6. **Governing Law.** This Amendment shall be governed by the laws of the State of Illinois.

7. **Counterparts/Electronic Signature.** This Amendment may be executed in any number of counterparts and by facsimile copy or “PDF” copy delivered by electronic mail, or by electronic signature such as “DocuSign,” each of which shall be deemed to be an original instrument and all of which taken together shall constitute a single instrument.

**IN WITNESS WHEREOF**, the parties have executed this Amendment as of the date first written above.

Lessor:

Harlem Township,  
Winnebago Illinois

By: \_\_\_\_\_  
Aaron McKnight  
Township Supervisor

Lessee:

County of Winnebago, Illinois,  
a unit of local government

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

STATE OF ILLINOIS            )  
  ) SS  
COUNTY OF WINNEBAGO    )

DAVID F. JOHNSON, COUNTY CLERK WITHIN AND FOR SAID COUNTY, AND HAVING A SEAL DO HEREBY CERTIFY THAT I HAVE COMPARED THE FOREGOING COPY OF THE RECORD OF:

RESOLUTION AUTHORIZING THE EXECUTION OF A LEASE WITH HARLEM  
TOWNSHIP FOR USE OF A STORAGE BUILDING

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WITH THE ORIGINAL RECORD THEREOF NOW REMAINING IN MY OFFICE, AND HAVE FOUND THE SAME TO BE A CORRECT TRANSCRIPT THEREFROM AND OF THE WHOLE OF SUCH ORIGINAL RECORD.

IN TESTIMONY WHEREOF I HAVE HEREWITH SET MY HAND AND AFFIXED THE SEAL OF SAID COUNTY, AT THE CITY OF ROCKFORD, IN SAID COUNTY,

THIS 22ND DAY OF APRIL A.D., 2004

DAVID F. JOHNSON WINNEBAGO COUNTY CLERK

BY: Connie Hoffman DEPUTY COUNTY CLERK



# RESOLUTION

of the

COUNTY BOARD OF THE COUNTY OF WINNEBAGO, ILLINOIS

SUBMITTED BY: PUBLIC SAFETY COMMITTEE

2004 CR

## RESOLUTION AUTHORIZING THE EXECUTION OF A LEASE WITH HARLEM TOWNSHIP FOR USE OF A STORAGE BUILDING

WHEREAS, Harlem Township recently constructed a storage building on its property located at 819 Melbourne Avenue, Machesney Park, Illinois and has offered to lease that building, for a nominal amount, to the County of Winnebago for use by the Winnebago County Sheriff's Department for the storage of motor vehicles and specialty equipment; and

WHEREAS, the Winnebago County Sheriff has indicated the Sheriff's Department needs more storage space in the Machesney Park area, and the Sheriff recommends the County enter into a long term lease with Harlem Township for the use of the aforesaid storage building; and

WHEREAS, it is in the best interest of the citizens of Winnebago County, Illinois for the County Board to enter into a long term lease with Harlem Township for the use of the aforesaid storage building.

NOW, THEREFORE, BE IT RESOLVED, by the County Board of the County of Winnebago, Illinois, that the Winnebago County Board Chairman is hereby authorized and directed to enter into a lease agreement with Harlem Township for the use of storage building located at 819 Melbourne Avenue, Machesney Park, Illinois.

BE IT FURTHER RESOLVED, that any lease agreement entered into by the Chairman pursuant to the authority granted in this resolution shall contain substantially the same terms as the agreement attached hereto and marked as "Exhibit A".


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

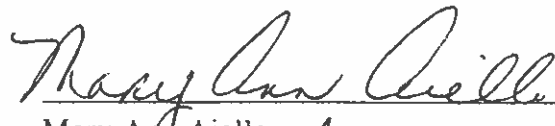
BE IT FURTHER RESOLVED, that the Clerk of the County Board is hereby directed to prepare and deliver certified copies of this Resolution to the Winnebago County Sheriff, the Winnebago County Auditor, and to Douglas Aurand (Harlem Township Supervisor, 819 Melbourne Avenue, Machesney Park, Illinois 61115-1634).

Respectfully submitted,


PUBLIC SAFETY COMMITTEE


\_\_\_\_\_  
Rick Pollack, Chairman

  
\_\_\_\_\_  
Chris Johnson

  
\_\_\_\_\_  
Mary Ann Aiello

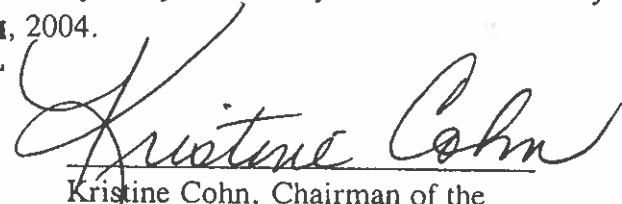
\_\_\_\_\_  
John Sweeney

  
\_\_\_\_\_  
Jim Webster

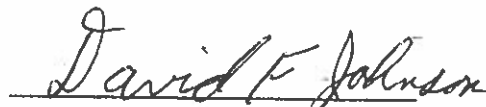
  
\_\_\_\_\_  
Tuffy Quimonez

\_\_\_\_\_  
George Anne Duckett

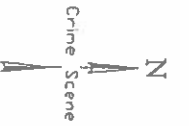
The above and foregoing Resolution was adopted by the County Board of the County of Winnebago, Illinois, this 22ND day of ~~MARCH~~ **APRIL**, 2004.

  
\_\_\_\_\_  
Kristine Cohn, Chairman of the  
County Board of the County of  
Winnebago, Illinois

ATTEST:

  
\_\_\_\_\_  
David Johnson, Clerk of the  
County Board of the County  
of Winnebago, Illinois

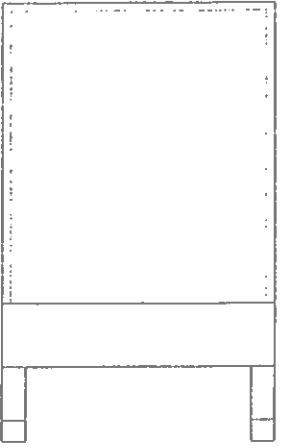
Melbourne Avenue



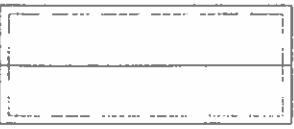
Highway Storage Garage



Salt Shed



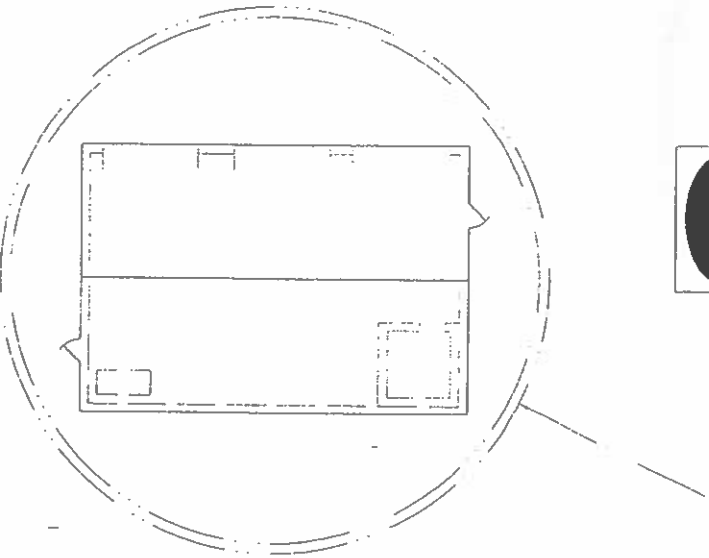
Highway/Town Storage Building



Fuel pump



Building #2



# LEASE AGREEMENT

This Lease Agreement is made this \_\_\_\_ day of \_\_\_\_\_, 2004, between Harlem Township and the County of Winnebago.

Whereas, Harlem Township is willing to allow the Winnebago County Sheriff to utilize a storage building owned by Harlem Township and located on Township property at 819 Melbourne Avenue, Machesney Park, Illinois; and

Whereas, the Winnebago County Sheriff would like to be able to use the aforesaid storage building for long term storage space for motor vehicles and other specialty equipment possessed and used by the Winnebago County Sheriff's Department; and

Whereas, the County of Winnebago is willing to lease the aforesaid storage building from Harlem Township for use by the Winnebago County Sheriff's Department as storage space.

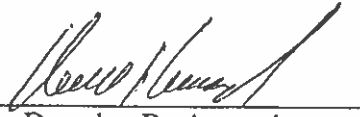
Now, therefore, in consideration of the covenants contained herein, Harlem Township (hereinafter referred to as "Lessor") and the County of Winnebago (hereinafter referred to as "Lessee") agree as follows:

1. **LEASED PREMISES.** Lessor hereby leases to Lessee, for use by the Winnebago County Sheriff's Department, the storage building (hereinafter referred to as "storage building") owned by Lessor and located at 819 Melbourne Avenue, Machesney Park, Illinois. The exact location of the storage building is more specifically depicted on the diagram attached hereto and marked as "Exhibit A".
2. **TERM.**
  - A. The term of this Lease shall be twenty (20) years; with a commencement date of April 1, 2004 and an expiration date of March 31, 2024.
  - B. Lessee shall have the option to renew this Lease Agreement for an additional twenty (20) year term, upon the same conditions as are contained herein, by giving Lessor written notice of its intent to renew within sixty (60) days prior to the expiration of the original lease term.
3. **RENTAL.** Lessee shall pay an annual rental of One Dollar (\$1.00) for the lease of the storage building. The rental payment shall be made in advance on or before April 1 of each year.
4. **USE.** The Winnebago County Sheriff's Department shall have exclusive use of the storage building during the term of this Lease. The Sheriff's Department may use the storage building for any lawful purpose, including, but not limited to, the storage of motor vehicles and specialty equipment.
5. **UTILITIES.** The storage building shall be metered for utility usage separately from Lessor's other buildings. Utilities provided to the storage building shall be billed to Lessee, and Lessee shall be responsible for the full and timely payment of those utilities.

6. **MAINTENANCE.** Lessor shall, at its expense, maintain the structural components and exterior of the storage building in good repair. Lessee shall, at its expense, maintain the interior of the storage building in good repair. Lessee shall also, at its expense, be responsible for the maintenance of the storage building's light fixtures, overhead door openers, furnace, and any other fixtures added by Lessee.
7. **IMPROVEMENTS.** Lessee may make any improvements it desires to the interior of the storage building. Any such improvements shall be at Lessee's sole expense. Upon the expiration of this Lease, all improvements made and/or fixtures added to the storage building by Lessee shall become the property of Lessor.
8. **INSURANCE.**
- A. Lessor shall at its expense insure the storage building against damage from fire, wind, and other casualties in an amount equal to the replacement cost of the structure. Lessor also agrees to maintain insurance (by self insurance or otherwise) against any liability claim arising out of any construction, maintenance, or other action involving the exterior of the storage building and the surrounding area. Lessor shall be the primary insurer against any such claims. Lessor shall not have an obligation to obtain insurance covering any personal property stored in the storage building.
- B. Lessee shall at its expense obtain insurance coverage for all personal property kept in the storage building by the Sheriff's Department. Lessee also agrees to insure (by self insurance or otherwise) the interior of the storage building against any liability claim arising out of any construction, maintenance, or other action involving the interior of said structure. Lessee shall be the primary insurer against any such claims.
9. **INGRESS AND EGRESS.** During the term of this Lease, Lessee, its employees, agents and all Winnebago County Sheriff's Department personnel shall have 24 hour per day, 7 day per week access on and over the property located at 819 Melbourne Avenue, Machesney Park, Illinois for the purpose of gaining ingress to and egress from the storage building.
10. **ASSIGNMENT.** Lessee shall not assign this Lease, nor mortgage or encumber the storage building, nor sublet or suffer or permit the storage building or any part thereof to be used by any entity other than the Winnebago County Sheriff's Department without Lessor's prior written consent.

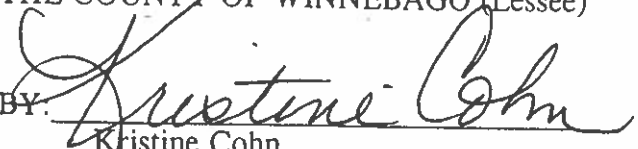
HARLEM TOWNSHIP (Lessor)

BY:

  
Douglas R. Aurand  
Township Supervisor

THE COUNTY OF WINNEBAGO (Lessee)

BY:

  
Kristine Cohn  
Winnebago County Board Chairman

**RESOLUTION**

**6-R-2004**

**LEASE AGREEMENT WITH WINNEBAGO COUNTY AND HARLEM TOWNSHIP FOR USE OF NEW SHERIFF'S STORAGE BUILDING**

WHEREAS, Harlem Township was successful in obtaining State Grant money to build a new storage building to house the Winnebago County Sheriff's Emergency vehicles,

WHEREAS, this building is about to be completed and turned over to the Winnebago Sheriff's Department in the next sixty (60) days,

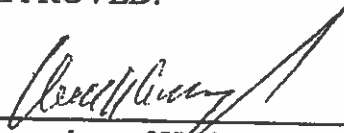
NOW THEREFORE BE IT RESOLVED by the Supervisor and the Board of Trustees of Harlem Township that:

By adoption of this resolution the Board of Trustees of Harlem Township, hereby authorize the Supervisor to enter into a lease agreement (copy of such agreement attached) for a period of twenty (20) years at a cost of one dollar (\$1.00) per year.

FURTHER, the Clerk of Harlem Township shall attest to the same after the signature of the Supervisor of Harlem Township.

**PASSED THIS 8<sup>TH</sup> DAY OF MARCH 2004**

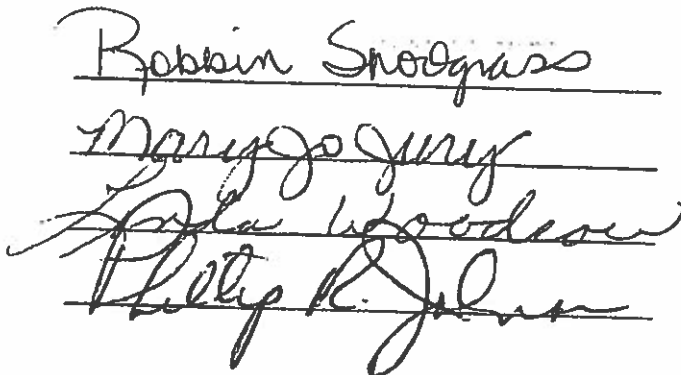
APPROVED:

  
\_\_\_\_\_  
Supervisor of Harlem Township  
Douglas Aurand

ATTEST:

  
\_\_\_\_\_  
Clerk of Harlem Township  
Sheryl Crowley

TRUSTEES:

  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Ayes: 5

Nays: 0

Absent: 0

Abstain: 0

# **Unfinished Business**

# **New Business**

# **Announcements & Communications**



# WINNEBAGO COUNTY

— ILLINOIS —

## Announcements & Communications

Date: June 25, 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.

No correspondence have been received in the County Clerk's office.

**Adjournment**