

**Winnebago County Board
Regular Adjourned Meeting
Thursday, October 12, 2017**

A M E N D E D A G E N D A

Call to Order -----CHAIRMAN FRANK HANEY

Agenda Changes-----CHAIRMAN FRANK HANEY

Under New Business

Please Remove:

- 1. Board Appointment (Rescheduled)**
 - A. Tax Cycle Committee**
 - a. County Board Member Dorothy Redd**

Under Proclamations

Please Remove:

**“U.S. Constitution Week” – Accepting is Alice Uphouse, National
Society Daughters of the American Revolution**

Roll Call-----COUNTY CLERK, MARGIE MULLINS

Invocation -----L.C. WILSON

**Awards, Presentations and/or Proclamations and Public
Participation**

Awards - None

Presentations - None

Proclamations

- “U.S. Constitution Week” – Accepting is Alice Uphouse, National Society Daughters of the American Revolution
- “Hispanic Heritage Month” – Accepting are Representatives of Rockford Area Mexican Business Association (RAMBA) and Coalition of Latino Leaders

Public Participation

- Reverend Derrick Shelby, Justice Center - CON
- Jessica Irons, “I Bike Rockford” group, bicycle infrastructure - PRO
- Jennifer Smith, “I Bike Rockford” group, bicycle infrastructure - PRO

Minutes

“May I Please Have a Motion to Approve the Minutes from September 7, 2017, September 11, 2017 and September 21, 2017 Meetings and to Layover the Minutes from the September 28, 2017 Meeting.

Announcements & Communications-----MARGIE MULLINS

**“The Items Listed Below Were Received as Correspondence”
Chairman Haney To Be “PLACED ON FILE”.**

1. County Clerk Mullins received from the United States Nuclear Regulatory Commission the following:
 - A. Byron Station, Units 1 and 2 – NRC Security Baseline Inspection Report 05000454/2017405; 05000455/2017405 (Received 10-3-17)
 - B. Byron Station, Units 1 and 2 – NRC Problem Identification and Resolution Inspection Report 05000454/2017007; 05000455/2017007 (Received 10-5-17)
 - C. Federal Register / Vol. 82, No. 194 / Tuesday, October 10, 2017 (Received 10-11-17)
2. County Clerk Mullins received from Nancy L. McPherson, Winnebago county Recorder the Monthly Report for September, 2017.
3. County Clerk Mullins received from the Illinois Environmental Protection Agency Notice of Application for Permit to Manage Waste; Description of Project: Application providing evaluation of groundwater quality for wells G176 and R183

in accordance with Permit Conditions VIII.25 and VIII.25, respectively of Permit Modification No. 65 (NExp)

- 4. County Clerk Mullins received from Theresa Grennan, Chief Deputy Winnebago county Treasurer the Investment Report as of October 1, 2017.**
- 5. County Clerk Mullins received from ComEd a letter regarding the performance of vegetation management activities on distribution circuits in our area within the next few months.**

GO TO REGULAR AGENDA

REVISED
October 12, 2017
WINNEBAGO COUNTY BOARD
AGENDA



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

Thursday, October 12, 2017
6:00 p.m.

Awards, Proclamations, Presentations, Public Hearings, and Public Participation

- Awards –
- Presentations –
- Proclamations –
 - ~~“U.S. Constitution Week” – Accepting is Alice Uphouse, National Society Daughters of the American Revolution~~
 - “Hispanic Heritage Month” – Accepting are Representatives of Rockford Area Mexican Business Association (RAMBA) and Coalition of Latino Leaders

Board Member Correspondence

Chairman’s Report

- Clerk/Recorder Consolidation
- Opioid Epidemic Update
- Strategic Planning Timeline

Consent Agenda

- Leaves of Absence
- Raffle Report

Standing Committee Reports

1. **Finance Committee – Ted Biondo, Committee Chairman**
 - A. Committee Report
2. **Zoning Committee – Jim Webster, Committee Chairman**
 - A. Planning and/or Zoning Request: NONE
 - B. Committee Report
3. **Economic Development Committee – Fred Wescott, Committee Chairman**
 - A. Committee Report

4. Operations & Administrative Committee – Gary Jury, Committee Chairman

- A. Committee Report
- B. Resolution Awarding Proposals for the Purchasing Card and Accounts Payable Card Programs
- C. Resolution Awarding Proposal for A & E Services for Masonry Repairs
- D. Resolution Authorizing Execution of an Intergovernmental Agreement Between the Forest Preserves of Winnebago County and the County of Winnebago for Provision of Information Technology Services
- E. Ordinance Creating the Position of Chief Information Officer and Establishing the Information Technology Department to be Laid Over

5. Public Works Committee – Dave Kelley, Committee Chairman

- A. Committee Report
- B. (17-047) Resolution authorizing the execution of a preliminary engineering services agreement for federal participation with Willett Hofmann & Associates, Inc., to provide a bridge load rating study for various county, township & municipal structures (Section 16-00634-00-ES)
 - Federal Cost: \$400,000
 - CAPS Cost: \$100,000
 - Total Cost: \$500,000C.B. District: County Wide
- C. (17-048) Resolution authorizing a change order for the Riverside & Forest Hills joint repair, change order #2 (Section 17-00000-01-GM)
 - WC Cost: \$12,348.34 deductionC.B. District: 17 & 20

6. Public Safety Committee – Dave Fiduccia, Committee Chairman

- A. Committee Report

Unfinished Business

New Business

- 1. ~~Board Appointment~~: (Rescheduled)
 - A. ~~Tax Cycle Committee~~
 - a. ~~County Board Member Dorothy Redd~~

Adjournment

Next Meeting: Thursday, October 26, 2017



Proclamation

In Recognition of

Hispanic Heritage Month

WHEREAS, the President of the United States has proclaimed September 15th through October 15th of each year to be “Hispanic Heritage Month;” and

WHEREAS, Winnebago County recognizes the contributions made by persons of Latino descent in this area over the last 100 years and seeks to join with them in celebrating their culture and their achievements; and

WHEREAS, for the last 50 years Hispanic organizations have carried out their missions to foster progress of Latinos in Rockford in partnership with government, education, business, health, recreational and cultural institutions; and

NOW, THEREFORE BE IT RESOLVED, I, Frank Haney, Chairman of the Winnebago County Board, do hereby proclaim September 15, 2017 through October 15, 2017 to be:

“Hispanic Heritage Month”

in Winnebago County and urge citizens to join me in acknowledging the presence and unique contributions of the Hispanic Heritage to our community.



IN WITNESS WHEREOF, I have hereunto set my hand and cause the seal of the County of Winnebago, Illinois to be affixed this 12th day of October, 2017.



Frank Haney, Chairman
Winnebago County Board

CHAIRMAN'S REPORT

CONSENT AGENDA

RAFFLE APPLICATION REPORT

Presently the County Clerk's office has Raffle Applications submitted by
11 different organizations for 20 Raffles.

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

The Following Have Requested A Class A, General License				
LICENSE #	# OF RAFFLES	NAME OF ORGANIZATION	LICENSE DATES	AMOUNT
29547	1	DISCOVERY CENTER MUSEUM	10/13/2017-10/13/2017	\$5,000.00
29548	1	HONONEGAH OPPORTUNITIES FOR PUBLIC EDUCATION FOUNDATION	11/01/2017-03/10/2018	\$9,050.00
29549	1	ROCKFORD ICEHOGS BOOSTER CLUB	11/19/2017-11/19/2017	\$2,000.00
29550	1	ROCKFORD ICEHOGS BOOSTER CLUB	11/22/2017-11/22/201	\$2,000.00
29551	1	ROCKFORD ICEHOGS BOOSTER CLUB	11/28/2017-11/28/2017	\$2,000.00
29552	1	ROCKFORD ICEHOGS BOOSTER CLUB	12/01/2017-12/01/2017	\$2,000.00
29553	1	ROCKFORD ICEHOGS BOOSTER CLUB	12/02/2017-12/02/2017	\$2,000.00
29554	1	ROCKFORD ICEHOGS BOOSTER CLUB	12/09/2017-12/09/2017	\$2,000.00
29555	1	ROCKFORD ICEHOGS BOOSTER CLUB	12/12/2017-12/12/2017	\$2,000.00
29556	1	ROCKFORD ICEHOGS BOOSTER CLUB	12/22/2017-12/22/2017	\$2,000.00
29557	1	ROCKFORD ICEHOGS BOOSTER CLUB	12/23/2017-12/23/2017	\$2,000.00
29558	1	ROCKFORD ICEHOGS BOOSTER CLUB	12/29/2017-12/29/2017	\$2,000.00
29559	1	ROCKFORD PARK DISTRICT	10/22/2017-10/22/2017	\$530.00
29560	1	ROCKFORD REGISTER STAR VICTORY LAP	10/14/2017-10/14/2017	\$2,000.00
29561	1	ST. MARY CATHOLIC CHURCH	10/13/2017-10/15/2017	\$400.00
29562	1	THE LITERACY COUNCIL	10/15/2017-11/09/2017	\$4,999.00
29563	1	WINNEBAGO HIGH SCHOOL/WINNOVATION	11/15/2017-12/02/2017	\$4,500.00
29566	1	WHITE EAGLE CLUB OF ROCKFORD	10/20/2017-10/20/2017	\$300.00

The Following Have Requested A Class B, MULTIPLE (2, 3 OR 4) LICENSE				
LICENSE #	# OF RAFFLES	NAME OF ORGANIZATION	LICENSE DATES	AMOUNT

The Following Have Requested A Class C, One Time Emergency License				
LICENSE #	# OF RAFFLES	NAME OF ORGANIZATION	LICENSE DATES	AMOUNT

The Following Have Requested A Class D, E, & F Limited Annual License				
LICENSE #	# OF RAFFLES	NAME OF ORGANIZATION	LICENSE DATES	AMOUNT
29564	1	WINNEBAGO FAN'S ASSOCIATION DIST. 323	11/01/2017-12/14/2018	\$750.00
29565	1	ST. RITA HOME & SCHOOL ASSOCIATION	11/01/2017-11/01/2018	\$1,000.00

This concludes my report

Deputy Clerk Angela Reina

MARGIE M. MULLINS,
Winnebago County Clerk

Date 12-Oct-17

ZONING COMMITTEE

Attachment
ZONING COMMITTEE
OF THE COUNTY BOARD AGENDA
October 12, 2017

A. PLANNING AND/OR ZONING REQUESTS:

TO BE LAID OVER: NONE

TO BE VOTED ON: NONE

B. COMMITTEE REPORT (ANNOUNCEMENTS) - *for informational purposes only; not intended as a public notice*):

- Chairman, Brian Erickson, hereby announces that the next *Zoning Board of Appeals (ZBA)* meeting is scheduled for Wednesday, **October 11, 2017**, at 5:30 p.m. in Room 303 of the County Administration Building. The cases currently on the agenda are as follows:
 1. Z-15-17 A Map Amendment to rezone +/- 25.0 acres from the AG, Agricultural Priority District to the A2, Agriculture-Related Business District at 10076 Fish Hatchery Road in Burritt Township, District 1.
 2. SU-08-17 A Special Use Permit for a Retreat Center in the A2, Agriculture-Related Business District at 10076 Fish Hatchery Road in Burritt Township, District 1.
 3. Z-17-17 A Map Amendment to rezone +/- 14.65 acres from the AG, Agricultural Priority District to the A2, Agriculture-Related Business District at 6616 42nd St. in Cherry Valley Township, District 11.
 4. SU-09-17 A Special Use Permit for a Retreat Center in the A2, Agriculture-Related Business District at 6616 42nd St. in Cherry Valley Township, District 11.
 5. SU-10-17 A Special Use Permit for a Wedding and or Reception Facility in the A2, Agriculture-Related Business District at 6616 42nd St. in Cherry Valley Township, District 11.
 6. Z-18-17 A Map Amendment to rezone +/- 5.07 acres from the AG, Agricultural Priority District to the RA, Rural Agricultural Residential District (a sub-district of RA District) for vacant property commonly known as 57XX Fitzgerald Rd. (located between 5678 and 5770 Fitzgerald Rd.) in Rockford Township, District 9.
- Chairman, Jim Webster, hereby announces that the next *Zoning Committee (ZC)* meeting is tentatively scheduled for Wednesday, **October 25, 2017**, at 5:45 p.m. in Room 303 of the County Administration Building.

OPERATIONS & ADMINISTRATIVE COMMITTEE

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

Sponsored by: Gary Jury

Submitted by: Operations and Administrative Committee

2017 CR

**RESOLUTION AWARDING PROPOSALS FOR THE PURCHASING CARD AND
ACCOUNTS PAYABLE CARD PROGRAMS**

WHEREAS, the Code of Ordinances for the County of Winnebago, Illinois, provides as in Article VI, Section 2-341, that all purchases for and contracts for supplies, materials, equipment, and contractual services, the value of which is estimated to exceed \$12,000, shall be based on competitive bids by the County Board; and,

WHEREAS, competitive proposals were by Winnebago County on July 31, 2017, for the following:

17P-2111
PURCHASING CARD AND ACCOUNTS PAYABLE CARD PROGRAM

WHEREAS, the Operations and Administrative Committee of the County Board for the County of Winnebago, Illinois has reviewed the proposals received for the aforementioned item and recommends awarding the proposal as follows:

JP MORGAN CHASE BANK, N.A.
Mail Code IL1-0286
10 S DEARBORN STREET
CHICAGO, IL 60603

TWO-YEAR CONTRACT WITH (3) THREE (1) ONE-YEAR RENEWAL OPTIONS

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

VARIOUS ACCOUNTS

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 an agreement with JP Morgan Chase Bank, N.A., 10 S. Dearborn Street, Chicago, IL 60603.

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, and County Auditor.

Respectfully Submitted,
OPERATIONS & ADMINISTRATIVE COMMITTEE

AGREE

DISAGREE

GARY JURY, CHAIRMAN

GARY JURY, CHAIRMAN

JEAN CROSBY

JEAN CROSBY

ANGIE GORAL

ANGIE GORAL

JOE HOFFMAN

JOE HOFFMAN

KEITH McDONALD

KEITH McDONALD

ELI NICOLOSI

ELI NICOLOSI

DOROTHY REDD

DOROTHY REDD

The above and foregoing Resolution was adopted by the County Board of the County of Winnebago, Illinois this ____ day of _____ 2017.

FRANK HANEY

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

ATTESTED BY:

MARGIE M. MULLINS

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

PROPOSAL NAME:
PURCHASING CARD AND ACCOUNTS PAYABLE CARD PROGRAM SERVICES
17P-2111

PROPOSAL TABULATION ON 7/31/2017

VENDORS	UP TO \$4,000,000 PER LEVEL	
	7 DAY REBATE RATE	25 DAY REBATE RATE
BM FINANCIAL BANK, N.A 6111 N. RIVER ROAD ROSEMONT, IL 60018	1.00%	1.00%
JP MORGAN CHASE BANK, N.A. 10 S DEARBORN STREET CHICAGO, IL 60603	1.36%	1.27%
ILLINOIS BANK AND TRUST 6855 E. RIVERSIDE BLVD ROCKFORD, IL 61114	1.00%	1.00%
PNC BANK ONE NORTH FRANKLIN, STE 2800 CHICAGO, IL 60606	1.35%	1.15%
US BANK NATIONAL ASSOCIATION 901 MARQUETTE AVE S MINNEAPOLIS, MN 55402	1.271%	1.271%

MASTER COMMERCIAL CARD AGREEMENT

Version 2.1

This Master Commercial Card Agreement, which is comprised of the Master Terms together with any exhibits and Local Schedules attached thereto, as amended, supplemented or replaced from time to time (the "**Master Agreement**"), is made and entered into as of _____, 2017 (the "**Effective Date**") and sets forth the terms and conditions under which JPMorgan Chase Bank, N.A. or one or more of its Affiliates ("**Bank**") shall provide commercial card services to The County of Winnebago, Illinois ("**Client**") who executes this Master Agreement and/or one or more of such Client's Affiliates. Client and Bank may be referred to in this Master Agreement individually as "**Party**" and collectively as the "**Parties**". For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, Client and Bank hereby agree as follows:

MASTER TERMS

1. Definitions

Each capitalized term used in this Master Agreement shall have the following defined meanings set forth below or as otherwise set forth herein.

Access Code means the user identification code and password assigned to Authorized Users.

Account means each account established in the name of Client pursuant to this Master Agreement.

Affiliate means an entity controlling, controlled by, or under common control with, directly or indirectly, a Party to this Master Agreement. For this purpose, one entity "controls" another entity if it has the power to direct the management and policies of the other entity (for example, through the ownership of voting securities or other equity interest, representation on its board of directors or other governing body, or by contract).

Applicable Law means for any country, all federal, state, provincial and local laws, statutes, regulations, rules, executive orders, supervisory requirements, licensing requirements, export requirements, directives, circulars, decrees, interpretive letters, guidance or other official releases of or by any government, any authority, department or agency thereof, or any regulatory or self-regulatory organization such as the European Union, that apply to a Party's obligations under the Master Agreement.

Authorized Approver or **Authorized Signer** means an individual(s) designated by Client to have authority over the Program.

Authorized User means an individual designated by Client to access Account and Transaction data and reports.

Business Day means a day on which Bank is open for business as identified in the applicable Local Schedule.

Card means a Network-branded card that is issued to Cardholders by Bank upon the request of Client and approval by Bank, and includes any plastic card bearing a card number and accounts and card numbers with no associated plastic card, which includes Single-Use Accounts.

Card Request means a written or electronic transmittal from Client, requesting Bank to issue a Card(s).

Cardholder means: (A) an individual in whose name a Card is issued, and (B) any person or entity authorized by Client or named Cardholder to use a Card.

Cardholder Agreement means documentation provided by Bank to Client or Cardholder governing use of a Card by such Cardholder.

Cardholder Credit Limit means the maximum spending limit established in relation to a Cardholder.

Corporate Liability means Client is solely liable for the Transactions, subject to the Master Agreement and any Cardholder Agreement.

Credit Card Network or **Network** means either MasterCard International, Inc. or Visa U.S.A., Inc.

Credit Limit means the maximum spending limit established for Client in connection with the Program.

Cycle means the monthly period ending on the same day each month or, if that day is not a Business Day, then the following Business Day or preceding Business Day, as systems may require, or such other period as Bank may specify.

Effective Date means the date indicated as such on the introductory paragraph.

Fraudulent Transactions means transactions made on a Card by a person, other than Client or Cardholder, who does not have actual, implied or apparent authority for such use, and which Cardholder or Client receives no direct or indirect benefit.

Joint and Several Liability means Client and Cardholder are jointly and severally liable for the Transactions, subject to the Master Agreement, and the Cardholder Agreement.

Local Schedule means a schedule to this Master Agreement which sets forth the terms and conditions applicable to the commercial card Programs provided to Client in a particular geographic region or country.

Marks means the name, trade name, and all registered or unregistered service marks of Client, the Network and Bank.

Program means the commercial card system composed of Accounts, Card-use controls, reports to facilitate purchases of and payments for business goods and services, and related services, all as established in connection with the Master Agreement.

Program Administrator means an individual or individuals authorized by Client to perform administrative and security functions in connection with the Program and System.

Single-Use Account means a one-time virtual card number generated for a single transaction.

Systems means the systems through which Client can access Account and Transaction data and reports.

Tax means any tax, levy, impost, duty or other charge or withholding of a similar nature (including any related penalty or interest).

Tax Deduction means a deduction or withholding for or on account of Tax from a payment under the Master Agreement.

Transaction means a purchase, a cash advance, fees, charges or any other activity charged to an Account in respect of a Card.

2. Certain Bank Services

- A. Subject to prior financial, risk management and compliance approvals by Bank, Bank shall establish Accounts in the name of Client and, where applicable, issue Cards to employees and authorized representatives of Client who are approved by Bank and are designated and authorized by Client to incur legitimate business expenses on Client's behalf. Any balance outstanding associated with an Account for which a corporate liability waiver is requested shall become immediately due and payable.
- B. Extension of Program. Upon Client's submission of a request from time to time in the form required by Bank and following Bank's agreement to do so, Bank will extend the Program to Client's Affiliates. Client is responsible as principal obligor for all obligations under the Master Agreement (including, without limitation, as principal obligor with respect to all payment and other obligations as the same relate to its Affiliates and their respective Cardholders and waives any defences or offsets available to such Affiliates). Client shall cause each of its Affiliates and their respective Cardholders to comply with the Master Agreement.
- C. Notwithstanding the foregoing, Bank shall not be obligated to provide any Account to Client or any Client Affiliate or any Card to an employee or authorized representative of Client or any Client Affiliate or to process any transactions in violation of any limitation or prohibition imposed by Applicable Law, including, but not limited to, the regulations issued by the U.S. Department of Treasury's Office of Foreign Assets Control ("**OFAC**").
- D. Supplier Recruitment. Supplier recruitment is an optional recruitment campaign comprising of certain services provided by Bank (such services collectively, "Supplier Recruitment") in connection with certain products. Should Client request Supplier Recruitment services, Client shall be deemed to have accepted and agreed to the following terms of use:
 - i. Client will complete Supplier Campaign Questionnaire/Form provided by Bank;
 - ii. Client will commit to having internal resources available to address weekly recruitment needs;
 - iii. Client will provide, to the extent commercially reasonable, complete and accurate supplier information including, but not limited to, supplier name, remittance address, contact name, phone number, and email addresses.
 - iv. Should Client not have complete and accurate Supplier contact information, the Bank will offer "Supplier Data Enrichment", a recruitment service utilizing internal and external data sources to obtain supplier contact information for the purpose of Supplier Recruitment. Bank will use commercially reasonable efforts to enrich supplier data provided by client via the Supplier Data Enrichment process. Client is solely responsible for validating Bank obtained supplier contact information during the recruitment process and prior to issuing payment to that supplier. Client acknowledges that supplier contact information is deemed to be accurate once payment has been requested.
 - v. Bank reserves the right to refuse or discontinue Supplier Recruitment and/or Data Enrichment services at any time.
 - vi. Furthermore, except to the extent that such Claims (as hereinafter defined) arise from the negligent or wrongful actions of the Bank or its Affiliates, Client, on its behalf and on behalf of each of its Affiliates:
 - (a) releases and forever discharges Bank and each of its Affiliates from any and all past, present and future claims, losses, liabilities, obligations, expenses, attorney or other fees, suits, debts, liens, contracts, agreements, promises, demands and damages, of any nature whatsoever, known or unknown, suspected or unsuspected, fixed or contingent (collectively, "Claims") that Client or any of its and each of its Affiliates ever had, now has, or hereafter may have against Bank and each of its Affiliates, arising out of or related to, Supplier Recruitment and Supplier Data Enrichment, and
 - (b) agrees to reimburse Bank and each of its Affiliates for any direct damages Bank incurs related to all Claims arising under clause (a) from Client suppliers.

3. Obligations of Client

In connection with the Program, Client shall:

- A. Submit Card Requests in the form and via the method required by Bank. Client shall not give, nor cause or permit to be given, any Card to a Cardholder before the Cardholder application process defined by Bank is completed.
- B. Notify each Cardholder at the earliest opportunity: (i) that Cards are to be used only for Client's business purposes; (ii) of the Cardholder Credit Limit and any other applicable limit; (iii) of Bank suspending a Card or refusing to issue any further Cards, closing an Account, or ending the Cardholder Agreement; (iv) of revisions to any guide to the use of Cards (if applicable); and (v) of the extent, if any, to which Bank will provide Transaction and Account information to third Parties at Client's request.
- C. Use commercially reasonable efforts: (i) to safeguard Accounts using reasonable security procedures; (ii) where applicable, to maintain a process ensuring timely and accurate reimbursement of all Transactions to its Cardholders; (iii) not to exceed the Credit Limit; (iv) to collect and destroy any Cards which are no longer required; and (v) to the extent that Cardholder Agreements and Cardholder documentation are provided, cause Cardholders to comply with the Cardholder Agreements and Cardholder documentation.
- D. If not previously provided by Bank, provide to each actual and prospective Cardholder, in accordance with Bank's instructions, Cardholder documentation supplied by Bank.
- E. Immediately notify Bank: (i) of any Card or any Account which is no longer required; and (ii) by phone of any Card that Client knows or suspects has been lost, stolen, misappropriated, improperly used or compromised. In connection with Client's notifications obligations described herein and notwithstanding anything to the contrary contained in this Master Agreement:
 - i. Liability for Fraudulent Transactions Following Notification. Client shall not be liable for any Fraudulent Transactions made on a Card under any Account after the effective time of such notification to Bank of such Fraudulent Transaction.
 - ii. Liability for Fraudulent Transactions Prior to Notification. Subject to the terms and conditions contained in subsection (iii) below, Client shall not be liable for Fraudulent Transactions made on a Card under any Account prior to the effective time of such notification to Bank of such Fraudulent Transactions.
 - iii. Bank reserves the right, in its sole and absolute discretion, to hold Client liable for Fraudulent Transactions should Bank determine that, subsequent to implementation of Client's Program and at the time that the Fraudulent Transaction occurred, Client failed to operate its Program in accordance with the following fraud reduction requirements:
 - a. Client must block required high risk merchant category codes ("**MCC's**") identified by Bank and presented to Client;
 - b. Client must maintain reasonable security precautions and controls regarding the dissemination, use and storage of Account and Transaction data; and
 - c. Client must comply with all other requirements as Bank may reasonably require from time to time.

If Client fails to comply with its obligations described in this subsection (iii), and Bank determines Client to be liable for Fraudulent Transactions, Bank will either: (1) invoice Client for the amount of such Fraudulent Transaction minus any amounts collected, or (2) deduct the amount of such Fraudulent Transaction amount from Client's rebate.
- F. Notify Bank of any Transaction that Client disputes as soon as practicable after the last day of the Cycle during which such Transaction is charged to Client, and in any event within sixty (60) days of such day. Client shall use commercially reasonable efforts to assist in obtaining reimbursement from a merchant. Client or, subject to any Cardholder Agreement and in the case of Cards under any Joint and Several Liability Accounts, the Cardholder, shall not be relieved of liability for any disputed Transaction if the charge-back is rejected in accordance with the applicable Network's charge-back policy. Bank shall not be liable to Client where notice is received after such sixty (60) day period unless specified in a Local Schedule. Client shall not make a claim against Bank or refuse to pay any amount because Client or the person using the Card may have a dispute with any merchant.
- G. Provide any required notification or obtain authorization under applicable privacy or data protection legislation.
- H. Unless previously provided to Bank, obtain and provide to Bank such information as Bank may reasonably request, for the purposes of investigating the identity of an actual or prospective Cardholder or Client or the identity or financial condition of Client, evidencing authority for Card issuance requests, and assisting in any review of Bank by a regulator with relevant jurisdiction. Any information provided by Client to Bank shall be, to the best of Client's knowledge, information and belief, accurate and complete in all material respects.
- I. Make payments for all Transactions posted to Accounts no later than the payment date (the "**Payment Date**"), as specified in the periodic statement. In the event that Client makes payments other than as contemplated by the periodic statement, Bank may require, and Client shall provide, such documentation as reasonably required by Bank to reconcile such payments to the amounts stated as due in the periodic statement by the Payment Date. Any amount due which is not received by the Payment Date shall be subject to the late fees as set out in Exhibit 1 to the Master Terms. If collection is initiated by Bank, Client shall be liable for payment of Bank's reasonable attorneys' fees and other costs and expenses of collection.
- J. In the case of Corporate Liability Programs, be solely liable for all Transactions and Client's obligations shall be enforceable regardless of the validity or enforceability of a Cardholder's obligations. In the case of any Joint and Several Liability Account, Client shall pay Bank, within ten (10) days of written notice, for any Transactions not paid by a Cardholder within one hundred and twenty (120) days of the first billing in respect of the relevant Transaction.
- K. Unless otherwise provided to Bank, provide Bank with such financial statements and other related information annually, or as otherwise requested by Bank in form and in such detail as Bank may reasonably request.

- L. Use commercially reasonable efforts to ensure that such applicants to whom it requests Bank to issue Cards and whom Client authorizes to use the Cards are not identified on a prohibited government sanctions list, or otherwise subject to a sanctions program applicable to Client.

4. Credit Limits and Certain Bank Rights

- A. Bank may establish a Credit Limit and Cardholder Credit Limit and may establish other limits from time-to-time. The establishment of a limit does not prevent such limit from being exceeded and, subject to the Master Agreement, Client is responsible for all amounts including such amounts that exceed a limit.
- B. Bank may at any time: (i) increase or decrease any Credit Limit or the Cardholder Credit Limit or any other limit in connection with any Card or any Account or the Program; (ii) refuse to authorize Transactions; (iii) vary the payment terms, or require the provision of security or additional security; (iv) suspend or terminate any Card or any Account; (v) decline to open any Account; or issue any Card or (vi) require MCC authorization restrictions in connection with a Program; (vii) apply or offset any credit balance hereunder to the payment when due of any amount owing under this Master Agreement; (viii) offset any obligation of Client to Bank under this Master Agreement or otherwise against any obligation Bank owes to Client.

5. System Access

- A. Bank shall provide Client with password-protected access to Systems through use of an Access Code. Bank shall assign an initial Access Code to the Program Administrator who shall create and disseminate Access Codes to Authorized Users.
- B. Client shall adhere to security procedures, terms and conditions provided by Bank regarding the System as set forth herein. Client agrees that any access, Transaction or business conducted using an Access Code is presumed by Bank to have been in Client's name for Client's benefit.
- C. Except for unauthorized use by a Bank employee, Client is solely responsible for the genuineness and accuracy of all instructions, messages and other communications received by Bank via the System. Bank may rely and act upon all instructions and messages which are issued with Access Codes, without making any further verification or inquiry.
- D. Bank is authorized to rely upon any written instruction that designates an Authorized Signer until the authority of any such Authorized Signer is revoked by Client by written instruction to Bank, and Bank has reasonable opportunity to act on such instruction.
- E. From time to time, Bank may suspend the System when Bank considers it necessary to do so (including, without limitation, for maintenance or security purposes). Bank will use reasonable efforts to provide Client with notice prior to the suspension.

6. Representations and Warranties

Each Party represents, warrants and covenants that it will comply with Applicable Laws in connection with the performance of its obligations under the Master Agreement. Each Party represents and warrants that this Master Agreement constitutes a legal, valid and binding obligation enforceable in accordance with its terms, and that execution and performance of the Master Agreement: (A) does not breach any agreement of such Party with any third party, (B) does not violate any law, rule, or regulation, or any duty arising in law or equity applicable to it, (C) are within its organizational powers, and (D) has been authorized by all necessary organizational action of such Party and validly executed by a person(s) authorized to act on behalf of such Party. Client also represents, warrants and covenants that it will use its commercially reasonable efforts to ensure that the Accounts and the Cards shall only be used for Client's business purposes. Client also represents and warrants that it will use commercially reasonable efforts to ensure that such applicants to whom it requests Bank to issue Cards to and whom Client authorizes to use the Cards/Accounts are not identified on a prohibited government sanctions list, are not located or resident in a sanctioned country, or otherwise subject to a sanctions program applicable to Client. Bank reserves the right to terminate the Master Agreement and/or cancel any of the Accounts at any time if Bank determines that a Card has been issued to a person residing in a sanctioned jurisdiction or where the Cardholder's name, or the name of an individual authorized to use a Card/Account, appears on a government sanctions list applicable to Client or Bank. EXCEPT AS SET FORTH IN THIS MASTER AGREEMENT OR IN ANY LOCAL SCHEDULE, NEITHER PARTY MAKES ANY OTHER REPRESENTATIONS AND WARRANTIES WHETHER EXPRESS OR IMPLIED INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

7. Fees and Charges

Bank may change the fees and charges payable by Client at any time, provided that Bank notifies Client at least thirty (30) days prior to the effective date of the change or such other period as is specified in the applicable Local Schedule. Bank's periodic statements represent the official record of amounts due and owing by Client to Bank regardless of the method(s) by which Client elects to receive invoice information from Bank (e.g., in electronic form, mail or other methods). Client acknowledges that it has an obligation to verify and reconcile its payment obligations to Bank's periodic statements. Client and Bank agree that all periodic statements shall be sent or made available electronically unless otherwise agreed to in writing. Client specifically agrees to the delivery and receipt of or access to such electronic periodic statements.

8. Term and Termination

- A.. This Master Agreement shall commence as of the Effective Date and continue in full force and effect for a period of two (2) years unless otherwise terminated in accordance with the terms of this Section 8. At the end of the initial two (2) year term, Client may request this Master Agreement to renew for up to three (3) successive one (1) year terms, unless earlier terminated as set forth herein. This Master Agreement shall not extend beyond five (5) years from the Effective Date.
- B. Either Party may terminate this Master Agreement for any or no reason upon sixty (60) days prior written notice to the other Party.

- C. Either Party may terminate this Master Agreement immediately upon the occurrence of one or more of the following events: (i) the other Party's violation of Applicable Law, (ii) the liquidation, insolvency or dissolution of the other Party, (iii) the voluntary or involuntary filing of bankruptcy proceedings or similar proceedings with respect to the business of the other Party, or (iv) with the exception of a payment obligation, a Party's breach of a material obligation under this Master Agreement that is not cured within thirty (30) days following receipt of notice of the breach from the non-breaching Party.
- A. In addition, Bank may immediately (a) terminate this Master Agreement, (b) terminate one or more services provided for in this Master Agreement, and/or (c) terminate one or more Cards upon the occurrence of one or more of the following events: (i) Client fails to remit any payment in accordance with the terms of this Master Agreement, (ii) there is a default by Client or its parent, subsidiary or affiliate in the payment of any debt owed to Bank or a Bank-related entity under any other agreement, (iii) there is a material adverse change in the business, operations or financial condition of Client, or (iv) any representation or warranty made by the Client or any financial statement or certificate furnished to Bank, shall prove to be inaccurate, false or misleading in any material respect when made.
- B. This Master Agreement shall terminate immediately upon the termination of all Accounts issued pursuant to this Master Agreement.
- C. In the event of termination of this Master Agreement by Bank in accordance with Section 8.C or Section 8.D above, Client shall immediately pay all amounts owing under the Agreement, without set-off or deduction.
- D. In the event of termination of the Master Agreement for any reason other than by Bank in accordance with Section 8.C or 8.D above, Client shall pay all amounts due and owing under this Master Agreement in accordance with the settlement terms of the Program, without set-off or deduction.
- E. Upon termination of this Master Agreement for any reason, Client shall promptly destroy all physical Cards furnished to Cardholders.
- F. Client (upon notice to Bank) may suspend or terminate any Account or any Card under any Account at any time and for any reason.
- G. Sections 3, 4, 5, 6, 8.D, 9, 10, and 11 of this Master Agreement shall survive the termination of the Master Agreement or any Local Schedule Notwithstanding anything to the contrary contained in this Section 8, the provisions of this Master Agreement shall remain in effect until all Cards and Accounts have been cancelled.

9. Limitation of Liability

- A. Bank shall be liable only for Client's actual damages which Client suffers or incurs as a direct result of Bank's negligence or willful misconduct and shall not be liable for any other loss or damage of any nature.
- B. TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER UNDER ANY THEORY OF TORT, CONTRACT, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY FOR ANY EXEMPLARY, PUNITIVE, SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OR THE LIKE, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, EACH OF WHICH ARE EXPRESSLY EXCLUDED BY AGREEMENT OF THE PARTIES HEREIN REGARDLESS OF WHETHER SUCH DAMAGES WERE REASONABLY FORESEEABLE AND WHETHER EITHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

10. Confidentiality

Except as expressly provided in this Master Agreement, all information furnished by either Party in connection with this Master Agreement, the Program or Transactions shall be kept confidential. The foregoing obligation shall not apply to information that: (A) is already lawfully known when received without an obligation of confidentiality other than under this Master Agreement, (B) is or becomes lawfully obtainable from other sources who are not under a duty of confidentiality, (C) is in the public domain when received or thereafter enters the public domain through no breach of this Section; (D) is developed independently by the receiving Party without use of the disclosing Party's confidential information; (E) is in an aggregate form non-attributable to the disclosing Party; (F) is required to be disclosed to, or in any document filed with, the U.S. Securities and Exchange Commission (or any analogous body or any registrar of companies or other organizations in any relevant jurisdiction), banking regulator, or any other governmental agencies, (G) is required by Applicable Law to be disclosed and notice of such disclosure is given (when legally permissible) to the disclosing Party, or (H) may be disclosed as provided in the Cardholder Agreement or other Cardholder-related documentation. Notice under (G), when practicable, shall be given sufficiently in advance of the disclosure to permit the other Party to take legal action to prevent disclosure. Bank may exchange (and Client insofar as necessary hereby consents to such exchange) Client and (to the extent authorized) Cardholder confidential information with Affiliates. Bank may also disclose confidential information to service providers in connection with Bank's provision of Program services; provided, that the service providers comply with the terms of this Section 10.

11. Miscellaneous

- A. Except as otherwise mutually agreed, neither Party shall use the Marks of the other Party without its prior written consent. If Client elects to have its Marks embossed on the Cards or provide them to Bank for other uses, Client hereby grants Bank a non-exclusive limited license to use the Marks for the foregoing purposes.
- B. If any provision of this Master Agreement is found by an arbitrator or court of competent jurisdiction to be unenforceable, such provision shall not affect the other provisions, but such unenforceable provision shall be deemed modified to the extent necessary to render it enforceable, preserving to the fullest extent permissible the intent of the Parties set forth in this Master Agreement. The failure of either Party hereto to enforce any right or pursue any remedy hereunder shall not be construed to be a waiver thereof.
- C. Bank and Client will at all times be independent contractors. In furtherance of the Parties' mutual interests in this Master Agreement, no third party will be deemed an intended or unintended beneficiary of this Master Agreement. This Master Agreement is enforceable

only between the Parties hereto and shall not be subject to any actual or implied right or obligations of, or commitment to, any third party without the prior written consent of Bank.

- D. In the regular course of business, Bank may monitor, record and retain telephone conversations made or initiated to or by Bank from or to Client or Cardholders.
- E. This Master Agreement shall be binding upon and inure to the benefit of Client and Bank and their respective successors and permitted assigns. This Master Agreement, or any of the rights or obligations hereunder, may not be assigned by Client without the prior written consent of Bank.
- F. This Master Agreement constitutes the entire agreement between the Parties with respect to its subject matter and supersedes all prior or contemporaneous proposals, understandings, representations, negotiations, and agreements of any kind, whether written, oral, expressed or implied, relating to the subject matter thereof. This Master Agreement may be amended or waived, subject to Applicable Law, only by notice to Client in writing from Bank.
- G. This Master Agreement may be signed in one or more counterparts, each of which shall be an original, with the same effect as if the signatures were upon the same document. Facsimile signatures shall have the same force and effect as the original.
- H. If applicable, to the extent that Client would have been able to claim sovereign immunity in any action, claim, suit or proceeding brought by Bank, Client irrevocably waives and agrees not to claim such immunity.
- I. Unless Client provides Bank with a valid applicable exemption certificate or other proof of exemption, Client will pay or reimburse Bank upon demand for any taxes, levies, imposts, deductions, charges, stamp, transaction and other duties and withholdings (together with any related interest, penalties, fines, and expenses) in connection with the Master Agreement, any Account or any Transactions, except if imposed on the overall net income of Bank. If a Tax Deduction is required by law, the amount of the payment due to Bank from Client will be increased to an amount which (after making the Tax Deduction) leaves an amount equal to the payment which would have been due to Bank if no Tax Deduction had been required.
- J. Neither Bank nor Client shall be liable for any loss or damage to the other for its failure to perform or delay in the performance of its obligations under this Master Agreement, if such non-performance or delay is caused directly or indirectly by an act of God, act of governmental authority, de jure or de facto, legal constraint, war, terrorism, catastrophe, fire, flood or electrical, computer, mechanical or telecommunications failure, or failure of any agent or correspondent, or unavailability of a payment system, or other natural disaster or any cause beyond its reasonable control.
- K. Any disputes between the Parties hereto concerning this Master Agreement shall be governed by and construed in accordance with the laws of the State of Illinois without regard to choice of law provisions thereof.
- L. Client acknowledges that Bank prohibits the use of Cards under any Accounts to conduct transactions (including, without limitation, the acceptance or receipt of credit or other receipt of funds through an electronic funds transfer, or by check, draft or similar instrument, or the proceeds of any of the foregoing) that are related, directly or indirectly, to unlawful internet gambling. The term "unlawful internet gambling," as used here, shall have the meaning as set forth in 12 C.F.R. Section 233.2(bb).
- M. All notices and other communications required or permitted to be given under this Master Agreement shall be in writing except as otherwise provided herein, and shall be effective on the date on which such notice is actually received by the Party to which it is addressed. All notices shall be sent to the address set forth below or such other address as specified in a written form from one Party to the other.

To Bank:

JPMorgan Chase Bank, N.A.
10 S. Dearborn Street
Mail Code IL1-0286
Chicago, IL 60603-2300
UNITED STATES
Attn: Commercial Card Legal

To Client:

The County of Winnebago
404 Elm Street, Room 202
Rockford, IL 61101
Attn: Ann Johns

- N. If any credit arises on an Account in respect of a Card (for example as a result of a duplicate payment, merchant refund or refund for a disputed transaction), Bank will apply the credit to offset any amount owed to Bank, either then or at any later time, under this Master Agreement. Bank may at its option pay it to the relevant Cardholder or Client using any method chosen by Bank.

REMAINDER OF PAGE INTENTIONALLY BLANK. SIGNATURES ON FOLLOWING PAGE

IN WITNESS WHEREOF, the Parties have caused this Master Agreement to be executed by their duly authorized representatives as of the Effective Date.

JPMORGAN CHASE BANK, N.A.

By _____
Name _____
Title _____

Client Authorization: The undersigned is an officer, member, manager, director, managing partner, or general partner (or person authorized to represent the foregoing), as applicable, of Client, authorized to bind Client to enter into and to perform its obligations under this Master Agreement. The undersigned certifies to Bank that the governing body of Client has adopted resolutions or other appropriate and binding measures authorizing Client to enter into and perform its obligations under this Master Agreement and that those resolutions or other appropriate and binding measures were: (a) adopted in accordance with, as applicable, all requirements of law and Client's organizational or constituent documents, (b) have been entered into the minute books or company records of Client, and (c) are now in full force and effect. Client shall provide to Bank immediately upon demand conclusive evidence of the authorizations described above.

THE COUNTY OF WINNEBAGO

By _____
Frank Haney, County Board Chairman

Date _____

Note: The legal name of any member, managing member or general partner who is signing but is not an individual person must appear in the signature block.

Client Attestation: The undersigned officer, member, manager, director, managing partner, or general partner (or person authorized to represent the foregoing) of Client, hereby certifies that the individual signing above on behalf of Client has been duly authorized to bind Client and to enter into and perform its obligations under this Master Agreement and that the person signing above on behalf of Client, whose execution of this Master Agreement was witnessed by the undersigned, is an officer, member, manager, director, managing partner, or general partner (or person authorized to represent the foregoing) of Client possessing authority to execute this Master Agreement. Client shall provide to Bank immediately upon demand conclusive evidence of the authorizations described above.

By _____
Name _____
Title _____

Note: The person signing the attestation shall be someone different from the person signing above on behalf of Client.

EXHIBIT 1 to the Master Terms

FEES & INCENTIVES

1. **DEFINITIONS.** Capitalized terms herein that are not otherwise specifically defined herein shall have the same meanings as set forth in the Agreement.

“Average Annual Spend per Card” means annual U.S. Total Charge Volume divided by the average number of open Cards included in the calculation of annual U.S. Total Charge Volume for any Contract Year. The average number of open Cards is calculated as the number of Cards open at each month-end, averaged over such Contract Year.

“Average Annual Transaction Size” means annual U.S. Total Single-Use Charge Volume divided by the total number of Transactions included in the calculation of annual U.S. Total Single-Use Charge Volume for any Contract Year.

“Average File Turn” has the meaning given to it in Section 3.A.i or 3.A.ii, as applicable.

“Combined Large Ticket Transaction Volume” means the sum of U.S. Large Ticket Transaction Volume and U.S. Single-Use Large Ticket Transaction Volume.

“Combined Net Charge Volume” means the sum of U.S. Net Charge Volume and U.S. Net Single-Use Charge Volume.

“Combined Total Charge Volume” means the sum of U.S. Total Charge Volume and U.S. Total Single-Use Charge Volume.

“Contract Year” means a 12-month period beginning on the Effective Date of this Agreement or any anniversary of such date.

“Credit Losses” means all amounts due to Bank in connection with any and all Cards or Accounts that Bank has written off as uncollectible, excluding amounts due in respect of Fraudulent Transactions.

“Fraudulent Transactions” means Transactions made on a Card or Account by a person, other than Client or Cardholder, who does not have actual, implied, or apparent authority for such use, and which the Cardholder or Client receives no direct or indirect benefit.

“Large Ticket Transaction” means a Transaction that the Credit Card Networks have determined qualifies as a large ticket transaction.

“Settlement Terms” means the combination of the number of calendar days in a billing Cycle and the number of calendar days following the end of a billing Cycle to the date the payment is due. Settlement Terms are expressed as X & Y, where X is the number of calendar days in the billing Cycle and Y is the number of calendar days following the end of a billing Cycle to the date the payment is due.

“U.S. Large Ticket Transaction Volume” means total Large Ticket Transactions made on any and all U.S. dollar issued Cards or Accounts, net of returns, cash advances, convenience check amounts, Fraudulent Transactions and any Transactions that do not qualify for interchange under applicable Credit Card Network rules. U.S. Large Ticket Transaction Volume does not include U.S. Single-Use Large Ticket Transaction Volume.

“U.S. Net Charge Volume” means total charges made on any and all U.S. dollar issued Cards or Accounts, net of returns, cash advances, convenience check amounts, Fraudulent Transactions and any Transactions that do not qualify for interchange under applicable Credit Card Network rules. U.S. Net Charge Volume does not include U.S. Large Ticket Transaction Volume, U.S. Net Single-Use Charge Volume, or U.S. Single-Use Large Ticket Transaction Volume.

“U.S. Net Single-Use Charge Volume” means total charges made on any and all U.S. dollar issued Single-Use Accounts, net of returns, cash advances, Fraudulent Transactions and any Transactions that do not qualify for interchange under applicable Credit Card Network rules. U.S. Net Single-Use Charge Volume does not include U.S. Single-Use Large Ticket Transaction Volume.

“U.S. Single-Use Large Ticket Transaction Volume” means total Large Ticket Transactions made on any and all U.S. dollar issued Single-Use Accounts, net of returns, cash advances, convenience check amounts, Fraudulent Transactions and any Transactions that do not qualify for interchange under applicable Credit Card Network rules.

“U.S. Total Charge Volume” means the sum of U.S. Net Charge Volume and U.S. Large Ticket Transaction Volume.

“U.S. Total Single-Use Charge Volume” means the sum of U.S. Net Single-Use Charge Volume and U.S. Single-Use Large Ticket Transaction Volume.

2. REBATES

A. Volume Rebate

Bank will pay Client a rebate based on the annual Combined Total Charge Volume achieved according to the following schedule. The rebate will be calculated as the Volume Rebate Rate (as determined according to the following schedule) multiplied by the annual Combined Net Charge Volume, subject to the rebate adjustments below.

Combined U.S. Purchasing Card and U.S. Single-Use Account Programs		
Annual Combined Total Charge Volume	Volume Rebate Rate (%) @ 30 & 7 Settlement Terms	Volume Rebate Rate (%) @ 30 & 25 Settlement Terms
\$1,000,000	0.91%	0.82%
\$2,000,000	1.01%	0.92%
\$3,000,000	1.16%	1.07%
\$4,000,000	1.36%	1.27%
\$5,000,000	1.41%	1.32%
\$6,000,000	1.48%	1.39%
\$7,000,000	1.61%	1.52%
\$8,000,000	1.62%	1.53%
\$9,000,000	1.64%	1.55%
\$10,000,000	1.64%	1.55%
\$12,000,000	1.64%	1.55%
\$14,000,000	1.65%	1.56%
\$16,000,000	1.66%	1.57%
\$18,000,000	1.66%	1.57%
\$20,000,000	1.67%	1.58%
\$25,000,000	1.68%	1.59%
\$30,000,000+	1.70%	1.61%

B. Large Ticket Rebate

Should Client achieve the minimum annual Combined Total Charge Volume required to earn a Volume Rebate as stated above, Bank will pay Client a rebate based on annual Combined Large Ticket Transaction Volume. The rebate will be calculated as 0.40% ("Large Ticket Rebate Rate") multiplied by the annual Combined Large Ticket Transaction Volume, subject to the rebate adjustments below.

3. REBATE ADJUSTMENTS

A. Average File Turn Adjustment

i. Programs Contracted on Settlement Terms of 30 & 7

- For purposes of this Section 3.A.i, "**Average File Turn**" means the annual average outstanding balance for Programs contracted on Settlement Terms of 30 & 7 (i.e. sum of the average outstanding balances for each calendar month divided by 12) divided by the annual Combined Total Charge Volume associated with Programs contracted on Settlement Terms of 30 & 7, multiplied by 365.

The Volume Rebate Rate and Large Ticket Rebate Rate will be adjusted (either increased or decreased as applicable) based on the Average File Turn of Client's Program(s) over a Contract Year ("**Average File Turn Adjustment**").

- Programs with Settlement Terms of 30 & 7 will have an Average File Turn of 22 if Client spends ratably throughout each Cycle. The Average File Turn Adjustment for Client's Program(s) with Settlement Terms of 30 & 7 is calculated by determining the difference between Client's actual Average File Turn for such Program(s) and 22.

If Client's actual Average File Turn for such Program(s) is less than 22, the Volume Rebate Rate and Large Ticket Rebate Rate will each be increased by 0.0050% for each whole number less than 22. If the Average File Turn for such Program(s) is greater than 22, the Volume Rebate Rate and Large Ticket Rebate Rate will each be decreased by 0.0050% for each whole number greater than 22 but less than 46.

ii. **Programs Contracted on Settlement Terms of 30 & 25**

- a. For purposes of Section 3.A.ii, "**Average File Turn**" means the annual average outstanding balance for Programs contracted on Settlement Terms of 30 & 25 (i.e. sum of the average outstanding balances for each calendar month divided by 12) divided by the annual Combined Total Charge Volume associated with Programs contracted on Settlement Terms of 30 & 25, multiplied by 365.

The Volume Rebate Rate and Large Ticket Rebate Rate will be adjusted (either increased or decreased as applicable) based on the Average File Turn of Client's Program(s) over a Contract Year ("**Average File Turn Adjustment**").

- b. Programs with Settlement Terms of 30 & 25 will have an Average File Turn of 40 if Client spends ratably throughout each Cycle. The Average File Turn Adjustment for Client's Program(s) with Settlement Terms of 30 & 25 is calculated by determining the difference between Client's Average File Turn for such Program(s) and 40. If Client's actual Average File Turn for such Program(s) is less than 40, the Volume Rebate Rate and Large Ticket Rebate Rate will each be increased by 0.0050% for each whole number less than 40. If the Average File Turn for such Program(s) is greater than 40, the Volume Rebate Rate and Large Ticket Rebate Rate will each be decreased by 0.0050% for each whole number greater than 40 but less than 46.

- iii. If Client's actual Average File Turn under Section 3.A.i or Section 3.A.ii is greater than 45 days, Client will not qualify for any rebate payment (as described below in the General Rebate Terms Section).

B. **Average Annual Spend per Card Adjustment**

Bank may adjust the Rebates if the Average Annual Spend per Card decreases more than 20%. The U.S. Purchasing Card Program assumes an Average Annual Spend per Card of \$9,009.

C. **Average Annual Transaction Size Adjustment**

Bank may adjust the Rebates if the Average Annual Transaction Size decreases more than 20%. The U.S. Single-Use Account Program assumes an Average Annual Transaction Size of \$1,500.

D. **Interchange Rate Adjustment**

In the event of a reduction in interchange rates by the Credit Card Networks, Bank reserves the right to adjust the rebate rates and fees accordingly.

4. **GENERAL REBATE TERMS**

A. **Annual Rebates**

- i. Rebates will be calculated annually in arrears. Rebate payments will be made in USD within the ninety (90) day period after the end of the Contract Year (the "**Rebate Calculation Period**") via wire transfer to a business account designated by Client and authenticated by Bank. Payment is contingent upon Bank receiving Client's wire instructions and Bank's authentication of such instructions prior to the end of the Rebate Calculation Period.
- ii. Rebate amounts are subject to reduction by all Credit Losses. If Credit Losses exceed the rebate earned for any Contract Year, Client shall pay to Bank the amount in excess of the rebate, which invoice shall be due and payable in accordance with the terms of such invoice. If Client is participating in more than one Program, Bank reserves the right to offset any Credit Losses from one Program against any rebate earned under any other Program. In no event will Bank pay Client a rebate for the year in which the Agreement is terminated.

B. To qualify for any rebate payment, all of the following conditions must be met.

- i. Client is not in default under the Agreement at the time of rebate calculation and payment.
- ii. Account(s) must be current at the time of rebate calculation and payment.
- iii. Average File Turn must be less than 46 days (as stated in the Average File Turn Adjustment section).

5. **SETTLEMENT TERMS**

Payment must be received by Bank in accordance with the Settlement Terms. Late payments shall be subject to fees as specified in the Fees Section of this Exhibit. Settlement Terms are 30 & 7 for the U.S. Single-Use Account Program(s). Settlement Terms are 30 & 25 for the U.S. Purchasing Card Program(s).

6. FEES

United States

The following are the fees associated with U.S. Purchasing Card Programs:

STANDARD SERVICES AND FEES

Late payment fee	Central bill: None
Delinquency/Finance charge	Central bill: Prime + 2.00 is applied to the average daily balance, which is calculated as follows: (past due balance + any new spend) /number of days in Cycle. Will be charged at the end of the first Cycle and each Cycle thereafter.
International transaction	1% surcharge
Standard Card	\$0.00

ADDITIONAL SERVICES AND FEES

Cash advances	2.0% of advance amount (\$3.00 minimum with no maximum)
Rush card	\$25 per card if processed through Bank. If processed through the Credit Card Network, Client shall pay any fees charged by the Credit Card Network.

If Client requests services not listed in this schedule, Client agrees to pay the fees associated with such services.

The following are the fees associated with U.S. Single-Use Account Programs:

STANDARD SERVICES AND FEES

Late payment charge	Central bill: 1% of full amount past due assessed at end of the Cycle in which payment first became due and each Cycle thereafter
International transaction	1.5% of the US Dollar amount charged

If Client requests services not listed in this schedule, Client agrees to pay the fees associated with such services.

LOCAL SCHEDULE FOR THE UNITED STATES

This Local Schedule for the United States ("**U.S. Schedule**") sets forth the terms and conditions that will apply to Bank's establishment of Accounts in the name of Client and/or one or more Client Affiliates and issuance of Cards to its and their respective employees and authorized representatives in the United States. This U.S. Schedule is made a part of and incorporated into the Master Terms as though fully set forth therein. If a provision of this U.S. Schedule conflicts with the Master Terms, the provision of this U.S. Schedule will prevail.

I. Overview

Bank shall issue Cards under the Program in the United States ("**U.S. Program**") in United States Dollars, and Client may participate in the U.S. Program subject to the terms of this U.S. Schedule.

II. Definitions

Capitalized terms used but not defined in this U.S. Schedule will have the meanings given to them in the Master Terms. For purposes of this U.S. Schedule, the following terms shall be defined as set forth below:

Business Day means a day on which Bank and Federal Reserve Banks are open for business.

International Transaction means any Transaction that is made in a currency other than U.S. dollars or is made in U.S. dollars outside of the United States of America.

III. Certain Additional Terms

Client represents and warrants that the Cards and Accounts to be issued and established under this U.S. Schedule are substitutes for accepted cards and accounts, or will be sought and issued only in response to written requests or applications for such Cards or Accounts. Client shall retain such applications (paper or electronic) for any Card when such application is not provided to Bank, for a period of twenty-five (25) months after the application has been received and acted upon.

IV. Fees and Incentives

The fees and charges and incentives (if any) related to this U.S. Schedule are set forth on **Exhibit 1 to the Master Terms**.

V. Notices

All notices and other communications required or permitted to be given under this U.S. Schedule shall be in writing, except as otherwise provided herein, and shall be effective on the date on which such notice is received by the Party to which it is addressed. All notices shall be sent to the address set forth below or such other address as specified in a written form from one Party to the other.

To Bank: JPMorgan Chase Bank, N.A.
10 S. Dearborn Street
Mail Code IL1-0286
Chicago, IL 60603-2300
UNITED STATES
Attn: Commercial Card Legal

To Client: The County of Winnebago
404 Elm Street, Room 202
Rockford, IL 61101
Attn: Ann Johns

VI. International Transactions and Fees

If an International Transaction is made in a currency other than U.S. dollars, the applicable Network will convert the Transaction into U.S. dollars using its respective currency conversion procedures. The exchange rate each Network uses to convert currency is a rate that it selects either from the range of rates available in the wholesale currency markets for the applicable processing date (which rate may vary from the rate the respective entity itself receives), or the government-mandated rate in effect on the applicable processing date. The rate in effect on the applicable processing date may differ from the rate on the date when the International Transaction occurred or when the Card was used. Bank reserves the right to charge an International Transaction Fee, as specified herein. The International Transaction fee will be calculated on the U.S. dollar amount provided to Bank by the Network.

VII. Governing Law

This U.S. Schedule and any matters arising out of or in relation to this U.S. Schedule shall be governed by and construed in accordance with the laws of the State of Illinois without reference to the principles of conflicts of that State.

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

Sponsored by: Gary Jury

Submitted by: Operations & Administrative Committee

2017 CR

RESOLUTION AWARDING PROPOSAL FOR A & E SERVICES FOR MASONRY REPAIRS

WHEREAS, Winnebago County requires A & E Services to evaluate, prepare preliminary design and contract bid documents and contract administration for major fascia masonry repairs at 526 West State Street; and,

WHEREAS, qualifications and pricing has been obtained from Larson & Darby Group, that specialize in both engineering and architectural services and,

WHEREAS, as this is a professional service, it is not subject to competitive bidding according to Section 2-337(b) of the Winnebago County Code; and,

WHEREAS, the Operations and Administrative Committee of the County Board for the County of Winnebago, Illinois has reviewed the proposal received from the Larson & Darby Group to represent the County's interests, a copy of which is attached hereto as Exhibit A; and,

WHEREAS, the agreement with Larson & Darby Group is for \$39,800 dollars; and,

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

12000-43130-01056

NOW, THEREFORE, BE IT RESOLVED, by the County Board of the County of Winnebago, Illinois that the Winnebago County Chairman is authorized to execute an agreement with Larson & Darby Group, 4949 Harrison Avenue, Rockford, Illinois 61125, in substantially the same form as that attached hereto as Exhibit A.

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

Respectfully Submitted,
OPERATIONS & ADMINISTRATIVE COMMITTEE

AGREE

DISAGREE

GARY JURY, CHAIRMAN

GARY JURY, CHAIRMAN

JEAN CROSBY

JEAN CROSBY

ANGIE GORAL

ANGIE GORAL

JOE HOFFMAN

JOE HOFFMAN

KEITH McDONALD

KEITH McDONALD

ELI NICOLosi

ELI NICOLosi

DOROTHY REDD

DOROTHY REDD

The above and foregoing Resolution was adopted by the County Board of the County of Winnebago, Illinois this ____ day of _____ 2017.

ATTESTED BY:

FRANK HANEY
CHAIRMAN OF THE COUNTY BOARD
OF THE COUNTY OF WINNEBAGO, ILLINOIS

MARGIE M. MULLINS
CLERK OF THE COUNTY BOARD
OF THE COUNTY OF WINNEBAGO, ILLINOIS



Larson & Darby Group

ARCHITECTURE

September 13, 2017

ENGINEERING

Ann Johns, Director
Winnebago County Purchasing
404 Elm Street
Rockford, IL 61101

INTERIORS

Rockford, Illinois
Celebrating 50 years
In Business!

RE: 526 West State Street – Masonry Repairs
L&D# M27193

Dear Ann,

I would like to thank you for the opportunity to submit the following proposal for architectural and engineering services for the proposed masonry repairs to 526 West State Street. Based upon our discussion and the information you provided us, we are pleased to submit the following proposal for your review and consideration.

PROJECT UNDERSTANDING:

Our understanding is that Winnebago County has recently purchased the building at 526 West State Street in Rockford, Illinois and wishes to repair the failing terra cotta and masonry facades. The following is a listing of the scope of work you provided us which is divided into five parts:

Masonry Repair of the North and West Elevations

1. Tunnel Scaffolding for pedestrian protection.
2. Grind out and tuck point masonry mortar joints.
3. Patch spalling, cracks, and anchor holes.
4. Repair terra cotta glaze.
5. Repair flashing at parapet.
6. Remove existing sealant around all windows and replace with new silicone.
7. Provide new flashing at terra cotta cornice.
8. Clean all terra cotta.

North End of East Elevation – Brick and Plaster

1. Clean and restore entire surface.
2. Repair cracks in brick and plaster.
3. Provide new elastomeric coating.

South End East Elevation

1. Remove and replace masonry above lintels so that the lintels, flashing, and weeps can be repaired.
2. Repair all cracks with backer rod and sealant.
3. Remove existing sealant around all windows and replace with new silicone.
4. Clean entire surface and provide new elastomeric coating.



Ann Johns, Director
Winnebago County Purchasing
526 West State Street – Masonry Repairs
September 13, 2017 Page 2

ARCHITECTURE

South Elevation

ENGINEERING

1. Remove and replace masonry above lintels so that the lintels, flashing, and weeps can be repaired.
2. Repair all cracks with backer rod and sealant.
3. Remove existing sealant around all windows and replace with new silicone.
4. Clean entire surface and provide new elastomeric coating.

INTERIORS

North, South, and West Elevations of the Penthouse

1. Repair All cracks as necessary.
2. Tuck point terra cotta caps.
3. Clean all facades and provide new elastomeric coating.

PROFESSIONAL SERVICES:

Preliminary Design:

Initially, we will visit the building at 526 West State Street and verify that the existing conditions coincide with our understanding of the scope of work. After our survey work, our office will prepare base plan drawings of the elevations to be used during the design process. Once complete, LDG will review the proposed repairs with you and your staff to determine the most cost effective way to bid the work.

Contract Documents:

Based upon the approved preliminary design, Larson & Darby will prepare contract documents necessary for the procurement of bids from multiple contractors. Our documentation will include only the architectural and structural drawings and specifications. The following is a list of the documents we anticipate will be provided:

1. Demolition Floor Plans and Elevations
2. Restoration Floor Plans and Notes
3. Restoration Elevations, Details, and Notes
4. Photo Survey (as necessary to define the work)
5. Book Specification

Bidding & Negotiations:

Upon completion of the Contract Documents, Larson & Darby Group will provide the following services during bidding and negotiations:

1. Assist in Preparation of Advertisement
2. Assist in the City of Rockford Plan Review Application
3. Attend Pre-bid Meeting and Tour
4. Respond to the City of Rockford Plan Review Comments
5. Answer Questions During Bidding and Issue Clarifications



Ann Johns, Director
Winnebago County Purchasing
526 West State Street – Masonry Repairs
September 13, 2017 Page 3

ARCHITECTURE

Contract Administration:

ENGINEERING

Once the project is awarded, Larson & Darby will provide the following Construction Administration services:

INTERIORS

1. Periodic Site Visits to Review the Progress of the Work.
2. Answer RFI's
3. Shop Drawing Review
4. Review Contractor Pay Requests
5. Review Contractor's Certified Payroll for Adequacy
6. Evaluate Contractor Change Order Requests
7. Final Punch List

COMPENSATION:

Compensation for the services described above is proposed to be provided for a lump sum fee of Thirty-Nine Thousand Eight Hundred (\$39,800.00) Dollars. In addition, reimbursable expenses for duplication of documents will be invoiced above and beyond the fees listed above. We suggest you allocate \$500.00 for these items.

OWNER FURNISHED ITEMS:

1. Existing Building Drawings
2. Any Reports as to the Condition of the Exterior
3. AutoCad Floor Plan Files (if available)

EXCLUSIONS:

Not included as part of this proposal is any work required for civil engineering, mechanical engineering, electrical engineering, plumbing engineering, fire protection engineering, landscape design, zoning meetings, interior design, FFE design, security system design, telecom design, estimating, as-built drawings, record drawings, or quantity take-offs. In addition, changes in scope, alternates, changes after the working drawings are complete, record drawings, and value engineering will be evaluated at the time of their request and will be invoiced in addition to the fees outlined above. The additional compensation for these items will either be negotiated or on a time-card basis.

Thank you for the opportunity to submit this proposal and we look forward to, once again, being of service to Winnebago County.

Sincerely,

Dan Roszkowski, AIA NCARB
President

: Deb Traver

R E S O L U T I O N
of the
COUNTY BOARD OF THE COUNTY OF WINNEBAGO, ILLINOIS

Submitted by: Operations & Administrative Committee

2017 CR

RESOLUTION AUTHORIZING EXECUTION OF AN INTERGOVERNMENTAL
AGREEMENT BETWEEN THE FOREST PRESERVES OF WINNEBAGO COUNTY AND
THE COUNTY OF WINNEBAGO FOR PROVISION OF INFORMATION TECHNOLOGY
SERVICES

WHEREAS, Winnebago County, through its Department of Information Technology (WinCo DoIT), offers to provide information technology services to governmental units in the County of Winnebago; and

WHEREAS, the Forest Preserves of Winnebago County desires to utilize the aforementioned services offered by WinCo DoIT; and

WHEREAS, the parties are authorized by the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*, to enter into a cooperative agreement for the provision of such services by WinCo DoIT, and the parties desire to enter into such an agreement.

NOW, THEREFORE, BE IT RESOLVED, by the County Board of the County of Winnebago, Illinois, that the Winnebago County Board Chairman is authorized to execute the Intergovernmental Agreement for Information Technology Support Services, in substantially the same form as the Agreement set forth in Exhibit A.

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

Respectfully Submitted,
**OPERATIONS & ADMINISTRATIVE
COMMITTEE**

(AGREE)

(DISAGREE)

GARY JURY, CHAIRMAN

GARY JURY, CHAIRMAN

ANGIE GORAL

ANGIE GORAL

JOE HOFFMAN

JOE HOFFMAN

DOROTHY REDD

DOROTHY REDD

ELI NICOLosi

ELI NICOLosi

KEITH McDONALD

KEITH McDONALD

JEAN CROSBY

JEAN CROSBY

The above and foregoing Resolution was adopted by the County Board of the County of
Winnebago, Illinois this ____ day of _____ 2017.

ATTESTED BY:

FRANK HANEY
CHAIRMAN OF THE COUNTY BOARD
OF THE COUNTY OF WINNEBAGO, ILLINOIS

MARGIE M. MULLINS
CLERK OF THE COUNTY BOARD
OF THE COUNTY OF WINNEBAGO, ILLINOIS

**INTERGOVERNMENTAL AGREEMENT FOR INFORMATION TECHNOLOGY
SUPPORT SERVICES
BETWEEN
THE COUNTY OF WINNEBAGO AND
THE FOREST PRESERVES OF WINNEBAGO COUNTY**

THIS AGREEMENT is entered into this ____ day of ____, 2017, by and between the County of Winnebago (the “County”), a body politic and corporate, and the Forest Preserves of Winnebago County, (the “Forest Preserves”) (collectively “the Parties”).

WHEREAS, the County through its Department of Information Technology (WinCo DoIT) offers to provide information technology services as needed to governmental agencies in the County of Winnebago and surrounding counties; and

WHEREAS, the Forest Preserves desire to utilize the services of WinCo DoIT as a technology and network service provider; and

WHEREAS the Parties will benefit by cooperating for the provision of information technology and network services; and

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

WHEREAS, the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*, as amended, authorizes public agencies to exercise any power or powers, privileges or authority which may be exercised by such public agency individually to be exercised and enjoyed jointly with any other public agency in the State of Illinois; and

WHEREAS, the County and the Forest Preserves are units of local government under the Constitution and laws of the State of Illinois and are authorized to enter into this Agreement.

NOW THEREFORE, in consideration of the terms, conditions, covenants and mutual agreements contained herein, or attached hereto and incorporated herein by reference, the Parties agree as follows:

I. PURPOSE

The purpose of this Agreement is to set forth the Parties' understanding with respect to the provision of Information Technology and Network Support Services to the Forest Preserves. These Information Technology and Network services shall be provided to the Forest Preserves by the County through WinCo DoIT.

II. WINNEBAGO COUNTY RESPONSIBILITIES:

1. The County through WinCo DoIT shall provide general Information Technology Support services to the Forest Preserves, including, but are not limited to: a) general management of information technology; b) assessment of information technology problem areas, formulation of improvement recommendations and facilitation of approved changes/enhancements; c) workstation, server, network, technology appliance break/fix support; d) other work activities mutually agreed upon by WinCo DoIT and the WCFPD; and e) 24/7/365 support via support phone number (815) 319-4300 and support email helpdesk@wincoil.us.
2. In addition to the foregoing general IT Support services, WinCo DoIT shall also offer the following specific services as agreed by the Parties: a) Email Mailbox Service, b) Virtual Server Rental, c) Website Hosting, d) File Storage, and e) File Storage Backup, f) other services as agreed to in writing between the parties.

III. FOREST PRESERVES RESPONSIBILITIES:

1. The Forest Preserves shall authorize Michael Holan, CEO of the Forest Preserves or his designee, to provide WinCo DoIT with direction as to the services required under this Agreement.

IV. COMPENSATION:

1. The County through WinCo DoIT shall provide Information Technology labor at the rate of \$69.00 per hour plus approved materials and travel expenses, when appropriate. Planned or unplanned labor which takes place after hours will be billed at the rate of \$105.00 per hour. After hours shall mean any hours outside of 8:00 a.m. to 5:00 p.m., Monday through Friday.
2. The County shall bill the Forest Preserves monthly with invoices setting forth the activities performed, hours worked, approved material costs, and any approved travel expenses. The Forest Preserves shall pay these invoices according to the Illinois Local Government Prompt Payment Act.
3. Based upon available revenue, the County through WinCo DoIT may purchase materials for the Forest Preserves, which will be billed to the Forest Preserves at cost and will be subject to a 10% Administrative Overhead charge. The County through WinCo DoIT will charge labor at the rate of \$69.00 per hour for gathering specifications/configuration recommendations.

4. Other specific charges are as follows:
 - a. Email Box Service - \$5.50 per mail box per month
 - b. Virtual Server Rental - \$100.00 per server per month
 - c. Website Hosting - \$20.00 per month per website
 - d. File Storage - \$550 per month per 500gb
 - e. File Storage Backup/Recovery - \$250 per month per 500gb

V. TERM

1. The term of this Agreement shall begin on the date of execution and end on September 30, 2018. This Agreement may be extended for additional one (1) year terms by written agreement of the parties for a maximum total of five (5) years. Either party may terminate this Agreement at any time and for any reason upon giving thirty (30) days written notice of termination to the other party. Notice of the termination specifying the effective date of the termination must be given as set forth in Article VII of this Agreement. Upon receipt of this termination notice, the County shall discontinue all services upon the effective date of the termination notice and the Forest Preserves shall be liable only for payment for services rendered up to the effective date of the termination.
2. The County reserves the right to increase any and all fees and charges associated with this agreement annually up to 15% per year. Proposed increases will take effect on the annual renewal date and will be provided to the Forest Preserves at least 60 days prior to the annual renewal date.

VI. CONTACT PERSONS

For purposes of administering this Agreement, the County representative is the County Administrator or designee and the Forest Preserves representative is the Chief Executive Officer or designee.

VII. NOTICES

All notices, requests and communications which are required or may be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered personally or sent by nationally recognized overnight carrier or mailed by certified mail, postage prepaid, return receipt requested.

Notices to Winnebago County shall be sent to the following address:

Amanda Hamaker, County Administrator
Winnebago County
404 Elm Street
Suite 533
Rockford, IL 61101

Notices to the Forest Preserves shall be sent to the following address:

Forest Preserves of Winnebago County
5500 Northrock Drive
Rockford, IL 61103

Receipt of any notice shall be deemed effective upon receipt, if delivered personally, or one (1) day after mailing if sent by overnight carrier, or three (3) days after deposit in the U.S. mail, with proper postage and properly addressed.

All Notices shall be sent at a minimum by First Class Mail, postage prepaid.

VIII. WAIVERS; LIMITS OF LIABILITY

It is understood and agreed that nothing contained herein is intended or should be construed as in any way affecting the status of the Forest Preserves and the County as separate, independent and distinct municipal corporations under Illinois or any other law. It is further understood and agreed that the entry into this Agreement by the County and the Forest Preserves shall not operate or be construed as a way of limiting any rights, claims or actions one may have against the other. In no event shall the County be liable to the Forest Preserves for any indirect, special, exemplary, incidental or consequential damages or lost profits arising out of, or related to, this Agreement, even if it has been advised of the possibility of such damages. The County's liability for direct damages for services shall in no event exceed the amount actually paid by the Forest Preserves for the services provided..

IX. COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original.

X. HEADINGS

The headings of the sections contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

XI. ENTIRE AGREEMENT; AMENDMENTS; SEVERABILITY

The Agreement constitutes the entire Agreement between the parties and supersedes all prior communications and writings with respect to the content of this Agreement. This Agreement cannot be modified or amended except by mutual written agreement of the parties. If any term or provision of this Agreement is rendered invalid or unenforceable for any reason, or declared null and void by any court of competent jurisdiction, the remaining provisions of this Agreement shall remain in full force and effect except as otherwise provided herein.

XII. AUTHORITY

The County and the Forest Preserves each warrant to the other that they have the authority to enter into this Agreement and that the person or persons executing this Agreement on their behalf has been duly authorized to act as the representative or officer of each respective party in affixing their signatures to the Agreement. The County and the Forest Preserves hereto agree to sign such documents, enact such ordinances or resolutions, or perform such further obligations as may be necessary to effectuate the purposes of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement this ____ day
of _____, 2017.

ATTEST:

COUNTY CLERK

THE COUNTY OF WINNEBAGO, ILLINOIS

Margie Mullins, Clerk of the County
Board of the County of Winnebago,
Illinois

Frank Haney, Chairman of the County Board
of the County of Winnebago, IL

[SEAL]

Winnebago County Forest Preserves District

BY:_____
Michael Holan, Chief Executive Officer

ATTEST:

BY:

SPONSORED BY: GARY JURY

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

SUBMITTED BY: OPERATIONS AND ADMINISTRATIVE COMMITTEE

2017 CO ____

ORDINANCE CREATING THE POSITION OF CHIEF INFORMATION OFFICER
AND ESTABLISHING THE INFORMATION TECHNOLOGY DEPARTMENT

WHEREAS, Chapter 2, Article IV, Division 5 of the Winnebago County Code of Ordinances established an Internal Services Department and created the position of Director of the Internal Services Department effective November 24, 1992; and

WHEREAS, due to the increasing importance of information technology to County operations, the County desires to create the office of Chief Information Officer; and

WHEREAS, due to changes in terminology, the County desires to amend Chapter 2, Article IV, Division 5 of the Code to rename the Internal Services Department as the Information Technology Department, to be managed by the Chief Information Officer; and

WHEREAS, the County Board has determined that it is in the best interests of the County of Winnebago to create the office of Chief Information Officer and rename the Internal Services Department.

NOW, THEREFORE, BE IT ORDAINED, by the County Board of the County of Winnebago, Illinois, that Chapter 2, Article III, Division 2 of the Winnebago County Code of Ordinances is amended to add the following:

DIVISION 5. – CHIEF INFORMATION OFFICER

Sec. 2-156. – Establishment.

The office of Chief Information Officer is hereby established.

Sec. 2-157. – Qualifications.

The Chief Information Officer shall have, at a minimum, a bachelor's degree in computer science or related field and/or comparable experience and a minimum of ten (10) years of progressive information technology management

experience, ideally with a portion of that experience in the public sector. A master's degree in computer science or related field is preferable.

Sec. 2-158. – Appointment/dismissal.

The Chief Information Officer shall be appointed or dismissed by the County Board Chairman with the advice and consent of the County Board.

Sec. 2-159. – Duties.

- (a) The Chief Information Officer shall serve as a member of the County Board Chairman's leadership team and advise on a wide-range of issues, including, but not limited to, strategy, policy, planning, and communications.
- (b) The Chief Information Officer shall be subject to the direction and control of the County Board Chairman and shall supervise the administration of the Information Technology Department.
- (c) The Chief Information Officer shall supervise and evaluate the performance of the employees of the Information Technology Department.
- (d) The Chief Information Officer shall:
 - (1) Recommend overall strategy with regard to the planning, use and coordination of information processing technology and services, including the evaluation of current and proposed systems;
 - (2) Negotiate, subject to County Board approval, and administer contracts for hardware and software acquisition, implementation and maintenance;
 - (3) Handle PC support and applications development;
 - (4) Prepare periodic and routine reports on operating performance, equipment and application utilization, level of efficiency and standards of service;
 - (5) Supervise technical support staff in maintaining efficient operation of the County's information systems;
 - (6) Establish standard operating procedures, work rules, and administrative policies for the Information Technology Department; and
 - (7) Perform such other information technology related duties as assigned by the County Board Chairman.

BE IT FURTHER ORDAINED, by the County Board of the County of Winnebago, Illinois, that Chapter 2, Article IV, Division 5 of the Winnebago County Code of Ordinances is deleted in its entirety and replaced with the following:

DIVISION 5. – INFORMATION TECHNOLOGY SERVICES

Sec. 2-211. – Establishment.

An Information Technology Department is hereby established.

Sec. 2-212. – Purpose.

The purpose of the Information Technology Department is to provide computer, data processing and record retention services primarily to offices and departments of County government and, secondarily, upon specific authorization of the County Board, to units of local government within or outside the County, and to other area businesses.

Sec. 2-213. – Director.

The person in charge of the Information Technology Department shall be the Chief Information Officer.

Sec. 2-214. – Organization.

The Chief Information Officer shall appoint such number of technical assistants and employees as shall be necessary and authorized by the County Board.

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

BE IT FURTHER ORDAINED, that the Clerk of the County Board is hereby directed to prepare and deliver a copy of this Ordinance to the County Administrator and the County Human Resources Director.

Respectfully submitted,

**OPERATIONS & ADMINISTRATIVE
COMMITTEE**

AGREE

Gary Jury, Chairman

Jean Crosby

Angie Goral

Joe Hoffman

Keith McDonald

Eli Nicolosi

Dorothy Redd

DISAGREE

Gary Jury, Chairman

Jean Crosby

Angie Goral

Joe Hoffman

Keith McDonald

Eli Nicolosi

Dorothy Redd

The above and foregoing Ordinance was adopted by the County Board of the County of Winnebago, Illinois, this _____ day of _____, 2017.

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

Attested by:

Margie M. Mullins
Clerk of the County Board
of the County of Winnebago, Illinois

FY17 - Q4
Quarterly Software License Compliance Report
Executive Summary

		<u>Possible</u> <u>License</u> <u>Compliance</u>		<u>License</u> <u>Comments</u>
<u>Software Name</u>	<u>Entitlement</u>	<u>In Use</u> <u>(Lansweeper)</u>	<u>Issue</u>	
1 Microsoft Windows 2000 Server	10	1	0	
2 Microsoft Windows Server 2008 R2 Datacenter	6	2	0	
3 Microsoft Windows Server 2008 R2 Enterprise	4	10	0	
4 Microsoft Windows Server 2008 R2 Standard	9	26	0	
5 Microsoft Windows Server 2012 Datacenter	2	2	0	
6 Microsoft Windows Server 2012 R2 Datacenter	3	2	0	
7 Microsoft Windows Server 2012 R2 Standard	18	48	0	
8 Microsoft Windows Server 2012 Standard	5	18	0	
9 Microsoft Windows Storage Server 2008 R2 Standard	1	0	0	
10 Microsoft Windows Storage Server 2012 R2 Standard	1	1	0	
11 Microsoft Windows Storage Server 2012 Standard	1	1	0	
12 Microsoft(R) Windows(R) Server 2003, Enterprise Edition	14	9	0	
13 Microsoft(R) Windows(R) Server 2003, Standard Edition	1	4	0	
14 Microsoft(R) Windows(R) Server 2003, Standard Edition R	38	9	0	
15 Microsoft® Windows Server® 2008 Enterprise	10	2	0	
16 Microsoft® Windows Server® 2008 Standard	9	3	0	
17 Microsoft Windows 2012 User Client Access Licenses	1699	1730	0	Covered by Windows 2016 User Client Access License
18 Microsoft Windows 2016 User Client Access Licenses	1500	0	0	
19 Microsoft Exchange Server 2013 Standard	3	3	0	
20 Microsoft Exchange Server 2013 Enterprise	2	2	0	
21 Microsoft Exchange 2013 Standard Client Access License	1669	1718	0	Covered by Exchange 2016 Standard Client Access License
22 Microsoft Exchange 2016 Standard Client Access License	50	0	0	
23 Microsoft Lync Server 2013, Application Host	1	1	0	
24 Microsfot Lync 2013 Standard Client Access License	160	105	0	
25 Microsfot Lync 2013 Enterprise Client Access License	105	105	0	Called Skype for Business Server Enterprise User CAL in Volume Licensing
26 Microsoft Office Access 2003	5	1	0	
27 Microsoft Office Excel 2003	1	0	0	
28 Microsoft Office Outlook 2007	1	0	0	
29 Microsoft Office Professional Edition 2003	29	4	0	
30 Microsoft Office Professional Plus 2007	963	65	0	
31 Microsoft Office Professional Plus 2010	149	200	0	Covered by Office Pro Plus 2016 licenses purchased in May of 2016
32 Microsoft Office Professional Plus 2013	433	760	0	Covered by Office Pro Plus 2016 licenses purchased in May of 2016
33 Microsoft Office Professional Plus 2016	454	42	0	
34 Microsoft Office Project Professional 2007	10	1	0	
35 Microsoft Office Project Server 2007	1	0	0	
36 Microsoft Office Standard 2010	0	2	0	Covered by Office Standard 2016 licenses purchased in May of 2016
37 Microsoft Office Standard 2013	315	96	0	
38 Microsoft Office Standard 2016	173	138	0	
39 Microsoft Office Standard Edition 2003	35	0	0	
40 Microsoft Office Visio Standard 2003	1	0	0	

FY17 - Q4
Quarterly Software License Compliance Report
Executive Summary

	<u>Software Name</u>	<u>Entitlement</u>	<u>In Use (Lansweeper)</u>	<u>Possible License Compliance Issue</u>	<u>License Comments</u>
41	Microsoft Office Visio Standard 2007	0	1	0	Covered by Visio Standard 2016 license purchased in May of 2016
42	Microsoft Office Word 2003	5	0	0	
43	Microsoft Office Word 2007	12	4	0	
44	Microsoft Outlook 2010	3	1	0	
45	Microsoft Project Professional 2013	0	1	0	Covered by Project Pro 2016 license purchased in May of 2016
46	Microsoft Project Professional 2016	1	0	0	
47	Microsoft Project Standard 2013	0	1	0	Covered by Project Standard 2016 license purchased in May of 2016
48	Microsoft Project Standard 2016	5	3	0	
49	Microsoft System Center 2012 R2 Virtual Machine Manage	18	14	0	
50	Microsoft System Center 2012 Virtual Machine Manager	1	0	0	Covered by SCVMM 2012 R2 licenses
51	Microsoft Visio Premium 2010	1	2	0	Covered by Visio Pro 2016 license purchased in May of 2016
52	Microsoft Visio Professional 2010	1	0	0	
53	Microsoft Visio Professional 2013	0	7	0	Covered by Visio Pro 2016 license purchased in May of 2016
54	Microsoft Visio Professional 2016	8	0	0	
55	Microsoft Visio Standard 2010	1	0	0	
56	Microsoft Visio Standard 2016	2	0	0	
57	Microsoft Visual Studio 2008 Professional Edition - ENU	3	3	0	
58	Microsoft Visual Studio 2010 Premium	1	0	0	Covered by Visual Studio Enterprise w/MSDN
59	Microsoft Visual Studio Professional 2012	3	3	0	
60	Microsoft SQL Server Developer 2008 R2	3	0	0	
61	Microsoft SQL Server Enterprise 2005 - CPU	0	2	0	Covered by 2 x SQL Server Enterprise 2014 2-Core Pack purchaed in May of 2016
62	Microsoft SQL Server Enterprise 2014 - 2 Core Pack	8	0	0	
63	Microsoft SQL Server Standard 2005 - CPU	4	1	0	
64	Microsoft SQL Server Standard 2008 - CPU	1	0	0	
65	Microsoft SQL Server Standard 2008 R2 - CPU	0	0	0	
66	Microsoft SQL Server Standard 2012 - 2 Core Pack	14	14	0	
67	Microsoft SQL Server Standard 2014 - 2 Core Pack	4	4	0	
68	Microsoft SQL Server Enterprise 2005	2	0	0	
69	Microsoft SQL Server Standard 2000	4	0	0	
70	Microsoft SQL Server Standard 2005	9	0	0	
71	Microsoft SQL Server Standard 2008	2	0	0	
72	Microsoft SQL Server Standard 2008 R2	2	1	0	
73	Microsoft SQL Server Standard 2012	2	2	0	1 ELP, 1 retail
74	Microsoft SQL Server Standard 2014	1	0	0	
75	Microsoft SQL Server 2005 User Client Access License	99	0	0	
76	Microsoft SQL Server 2008 User Client Access License	17	0	0	
77	Microsoft SQL Server 2008 R2 User Client Access License	0	5	0	Covered by 5 x SQL Server 2014 User CALs purchaed in May of 2016
78	Microsoft SQL Server 2012 User Client Access License	10	10	0	
79	Microsoft SQL Server 2014 User Client Access License	8	0	0	
80	Microsoft SQL Server 2005 Device Client Access License	40	0	0	

FY17 - Q4
Quarterly Software License Compliance Report
Executive Summary

	<u>Software Name</u>	<u>Entitlement</u>	<u>In Use (Lansweeper)</u>	<u>Possible License Compliance Issue</u>	<u>License Comments</u>
81	Microsoft SQL Server 2000 Device Client Access License	95	0	0	
82	BigAnt (Internal Instant Messaging)	300	210	0	
83	ABC (Code Enforcement)	1	1	0	Site License
84	PINS (Permitting)	1	1	0	Site License
85	AutoCAD	5	0	0	Concurrent license enforcement
86	Attendance Enterprise (Time Clocks)	500	436	0	
87	FCE	1	1	0	Site License
88	FullCase	1	1	0	Site License
89	Munis	1	1	0	Site License
90	Oracle Enterprise 2-Core License	20	20	0	
91	Oracle Standard License	1	1	0	
92	OffenderTrak	1	1	0	Site License
93	ArcGIS	12	0	0	Concurrent license enforcement
94	Symantec Endpoint Protection	2250	1647	0	
95	MicroMain (Maintenance Requests & Management)	1	1	0	Site License
96	NetRMS	1	1	0	Site License
97	Adobe Acrobat	112	112	0	Activation Enforcement
98	Ahlers	1	1	0	Site License
99	BEAST	1	1	0	Site License
100	Evidence	1	1	0	Site License
101	CAD	1	1	0	Site License
102	Chameleon	1	1	0	Site License
103	CityWatch	1	1	0	Site License
104	Civility	1	1	0	Site License
105	CornerStone	1	1	0	Site License
106	Criticall	1	1	0	Concurrent license enforcement
107	Data 911	40	40	0	Concurrent license enforcement
108	DevNet	1	1	0	Site License
109	EasyOffice	1	1	0	Site License
110	GEMs	1	1	0	Site License
111	GolfTrac	1	1	0	Site License
112	Identocard	1	1	0	Site License
113	iJuror	1	1	0	Site License
114	IPSAN	1	1	0	Site License
115	Ivitals	1	1	0	Site License
116	Lorado	1	1	0	Concurrent license enforcement
117	Live Scan	1	1	0	Site License
118	NetMotion	1	1	0	Concurrent license enforcement
119	Patagonia	1	1	0	Site License
120	VOIP	1	1	0	Site License

FY17 - Q4
Quarterly Software License Compliance Report
Executive Summary

	<u>Software Name</u>	<u>Entitlement</u>	<u>In Use</u> <u>(Lansweeper)</u>	<u>Possible</u> <u>License</u> <u>Compliance</u> <u>Issue</u>	<u>License Comments</u>
121	PointClickCare	1	1	0	Site License
122	PowerDMS	1	1	0	Site License
123	VEMACS	1	1	0	Site License
124	Taser	1	1	0	Site License
125	Velocity	1	1	0	Site License
126	Integrator	1	1	0	Site License
127	Niagra / Workplace Pro	1	1	0	Site License
128	Digital Centry	1	1	0	Site License
129	MileStone	1	1	0	Site License
130	Open Office	29	29	0	Open Source Freeware

Winnebago County Department of Information Technology
Sales by Customer Summary*
October 2016 - September 2017

	Oct 2016	Nov 2016	Dec 2016	Jan 2017	Feb 2017	Mar 2017	Apr 2017	May 2017	Jun 2017	Jul 2017	Aug 2017	Sep 2017	Total
Administrative Office of Illinois Courts (CPDC)	6,740.16				0.00							2,973.60	9,713.76
Administrative Office of Illinois Courts (Bandwidth)	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	600.00
Boone County 17th Judicial Circuit Court	132.16	66.08	33.04	33.04	148.68	264.32	231.28	0.00	0.00	214.76		66.08	1,189.44
Boone County Administration	250.00	283.04	250.00	250.00	299.56	250.00	283.04	250.00	250.00	250.00	250.00	16.52	2,882.16
Boone County Circuit Clerk	719.31	5,427.51	554.11	451.92	1,889.16	505.95	749.28	294.29	839.45	1,351.57	244.73	99.12	13,126.40
Boone County Housing Authority	33.04	49.56	231.28	0.00	214.76		49.56	82.60	0.00		181.72		842.52
Boone County Law Library/Self Help		0.00	0.00	0.00	0.00	82.60	33.04		0.00	0.00	0.00		115.64
Boone County Probation	983.63	25.47	124.59	768.87	223.71	8.95	8.95	240.23	76.91	27.35	16.52	16.52	2,521.70
Boone County State's Attorney	33.04	33.04	132.16	0.00	0.00	33.04			0.00	33.04			264.32
Cherry Valley Police Department	1,057.28	2,254.12	297.80	149.12	132.60	793.40	116.08	132.60	314.32	66.52	66.52	82.60	5,462.96
City of Belvidere	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	720.00
City of Loves Park	413.51	430.03	633.50	1,305.59	1,669.03	479.59	517.86		1,101.80	639.56	1,520.35	82.60	8,793.42
City of Rockford Public Works Department		13,655.66										247.80	13,903.46
City of South Beloit	432.65	680.45	350.05	383.09	449.17	1,027.37	515.25	355.28	338.76	414.47	326.64	33.04	5,306.22
City of South Beloit Police Department	687.76	93.04	60.00	373.88	60.00	60.00	60.00	274.76	93.04	93.04	225.20	1,629.97	3,710.69
Economic Development District Northern Illinois		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00
Forest Preserves of Winnebago County	722.66	1,025.25	876.57	688.79	820.95	754.87	1,064.35	1,146.95	740.01	1,417.33	1,398.05	545.16	11,200.94
Illinois Center of Excellence		0.00					1,503.32					16.52	1,519.84
Klehm Arboretum	67.46	133.54	183.10	17.90	117.02	17.90	17.90	17.90	50.94	34.42	16.52	49.56	724.16
Loves Park Fire Department	60.00	76.52	60.00	60.00	439.96	60.00	225.20	307.80	60.00	60.00	126.08		1,535.56
Loves Park Police Department	1,459.94	749.58	1,113.02	1,344.30	1,030.42	1,514.73	606.13	1,960.77	1,823.38	1,641.66	1,598.16	1,668.52	16,510.61
North Park Public Water District	76.52	208.68	406.92	109.56	60.00	1,444.61	486.45	337.77	222.13	271.69	238.65	33.04	3,896.02
Northern Illinois Training Advisory Board	100.92	133.96	100.92	133.96	332.20	728.68	100.92	150.48	1,571.20	728.68	129.39	82.60	4,293.91
Regional Planning Commission											8,250.00	1,007.72	9,257.72
Rockford Airport/FlyRFD.com	1,797.10	2,771.78	838.94	967.62	2,226.62	1,648.42	1,370.16	879.79	2,416.15	1,771.87	830.23	313.88	17,832.56
Rockford Area Economic Development Council	877.53	750.60	849.72	3,776.42	685.35	4,251.04	792.96	611.24	33.04	33.04	115.64	115.64	12,892.22
Rockford Housing Authority	1,073.80	3,981.32	826.00	2,494.34	759.92	908.60	16.52	627.76	379.96	1,024.24	4,493.44	2,791.88	19,377.78
Rockford Sexual Assault Counseling, Inc.			33.04						231.28				264.32
Rockford Township Assessor	1,584.89	990.17	2,014.41	1,177.12	643.25	1,896.28	1,433.72	1,598.92	1,483.28	1,384.16	1,466.76		15,672.96
Rockton Police Department	224.64	395.07	675.91	725.47	588.08	3,897.86	934.17	596.88	690.77	1,418.48	983.73	1,288.56	12,419.62
Roscoe Township Assessor	0.00	0.00	1,172.92	413.00	0.00		0.00		0.00		0.00	49.56	1,635.48
Severson Dells Nature Center	132.16	0.00	1,701.56	0.00	214.76	363.44	99.12	0.00	0.00		0.00	264.32	2,775.36
Village of Machesney Park	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	150.00	150.00		750.00
Village of Pecatonica		252.16	142.60	159.12	60.00	76.52	60.00	307.80	225.20	159.12	1,761.56	1,602.44	4,806.52
Village of Rockton	995.83	495.00	258.49	225.45	770.61	374.13	208.93	357.61	192.41	661.03	165.43	280.84	4,985.76
Village of Roscoe	55.00	55.00	55.00	55.00	55.00	55.00	55.00	55.00	55.00	55.00	55.00	55.00	660.00
Village of Winnebago	856.78	840.26	311.62	0.00	0.00								2,008.66
WinGIS					28,510.56								28,510.56
Winnebago County Bar Association of Rockford	80.02	162.62	459.98	30.46	30.46	30.46	30.46	30.46	30.46	30.46	30.46	30.46	976.76
Winnebago County Health Department	2,068.43	1,903.23	4,083.87	3,274.39	3,142.23	3,191.79	3,819.55	5,779.37	3,340.47	3,489.15	2,597.07	1,917.42	38,606.97
Winnebago County Housing Authority Administration	214.76	148.68	297.36	0.00	231.28	132.16	247.80	561.68	49.56	693.84	280.84	231.28	3,089.24
Winnebago County Housing Authority Collier	0.00	231.28	181.72	0.00	221.66	33.04	280.84	148.68	0.00	49.56			1,146.78
Winnebago County Housing Authority D'Angelo					42.06								42.06
Winnebago County Housing Authority Ken Rock	0.00	0.00	0.00	0.00	0.00	115.64		0.00	0.00		0.00		115.64
Winnebago County Housing Authority Neighborhood	0.00	0.00	0.00	0.00	0.00	82.60		0.00	0.00		0.00		82.60
Winnebago County Housing Authority Robert Johnston	0.00	0.00	0.00	0.00	49.56			0.00	0.00		0.00		49.56
Winnebago County Sheriff Office (Materials)								231.00					231.00
Winnebago PD	66.08	49.56	181.72	115.64	0.00								413.00
TOTAL	\$ 24,157.06	\$ 38,512.26	\$ 19,651.92	\$ 19,644.05	\$ 46,278.62	\$ 25,242.99	\$ 16,077.84	\$ 17,497.62	\$ 16,769.52	\$ 18,274.04	\$ 19,378.69	\$ 17,702.25	\$ 279,186.86

* September numbers are estimates only

PUBLIC WORKS COMMITTEE

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

17-CR-XXX

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

**RESOLUTION AUTHORIZING THE EXECUTION OF A
PRELIMINARY ENGINEERING SERVICES AGREEMENT FOR FEDERAL
PARTICIPATION WITH WILLETT HOFMANN & ASSOCIATES, INC.,
TO PROVIDE A BRIDGE LOAD RATING STUDY FOR
VARIOUS COUNTY, TOWNSHIP & MUNICIPAL STRUCTURES
(SECTION 16-00634-00-ES)**

WHEREAS there are various structures throughout the County that need to be analyzed as to their load ratings before an overweight truck permit can be issued by the Centralized Agencies Permitting System (CAPS); and

WHEREAS the County of Winnebago does not employ professional structural engineering staff to perform the necessary analysis and other related services to determine the load ratings of a given structure for the purpose of issuing an overweight permit; and

WHEREAS the County has received Federal Bridge funds to perform a bridge load permitting study to create a County wide structural ratings data base using AASHTOW are Bridge software of various County, township and municipal structures throughout the County with Federal Funds picking up 80% of the cost for a maximum of \$400,000; and

WHEREAS the remaining 20% of the funding (\$100,000) for the study will be paid from the County's "Centralized Agencies Permitting System" otherwise known as C.A.P.S.; and

WHEREAS Willett Hofmann & Associates, Inc., has agreed to perform such analytical services at various fees depending on the structure type as outlined in the attached Preliminary Engineering Services Agreement for Federal Participation Annual Services Agreement, for a not to exceed fee of \$499,834.10; and

WHEREAS it would be in the public interest to enter into the attached Agreement for professional services with the fees for such services being established by personnel and equipment charge out rates as outlined for the various tasks of the attached Agreement; and

WHEREAS no work will be started on this Agreement until an Intergovernmental Funding Agreement has been entered into and approved by the Illinois Department of Transportation.

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 Preliminary Engineering Services Agreement for Federal Participation in substantially the form attached hereto with Willett Hofmann & Associates for the not to exceed fee of \$499,834.10.

BE IT FURTHER RESOLVED that the Agreement entered into shall not become effective and binding unless and until both parties have executed the same.

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

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

**Respectfully submitted,
PUBLIC WORKS COMMITTEE**

AGREE

DISAGREE

Dave Kelley, Chairman

Dave Kelley, Chairman

Burt Gerl

Burt Gerl

Dave Boomer

Dave Boomer

Dave Tassoni

Dave Tassoni

Jim Webster

Jim Webster

The above and foregoing Resolution was adopted by the County Board of the County of Winnebago, Illinois this ____ day of _____, 2017.

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

ATTEST:

Margie Mullins, Clerk of the
County Board of the
County of Winnebago, Illinois

Local Agency Winnebago Co. Highway	LOCAL AGENCY	 Illinois Department of Transportation Preliminary Engineering Services Agreement For Federal Participation	CONSULTANT	Consultant Willett, Hofmann & Associates, Inc
County Winnebago				Address 57 Airport Drive
Section 16-000634-00-ES				City Rockford
Project No.				State IL
Job No.				Zip Code 61109
Contact Name/Phone/E-mail Address Joseph Vanderwerff, PE 815-319-4000 jvanderwerff@co.winnebago.il.us				Contact Name/Phone/E-mail Address Brian K. Converse, PE, SE 815-284-3381 bconverse@willetthofmann.com

THIS AGREEMENT is made and entered into this _____ day of _____, 2017 between the above Local Agency (LA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the PROJECT. Federal-aid funds allotted to the LA by the state of Illinois under the general supervision of the Illinois Department of Transportation (STATE) will be used entirely or in part to finance engineering services as described under AGREEMENT PROVISIONS.

Project Description

Name Permit Rating Chart & AASHTOWare Route Varies Length N/A Structure No. Varies
Termini Structure Length of all Structures in Winnebago County

Description: Engineering services to produce a permit rating chart and model all bridges in Winnebago County in AASHTOWare. This agreement along with Exhibits, A, B, C, D & E constitute the agreement between the parties.

Agreement Provisions

I. THE ENGINEER AGREES,

- To perform or be responsible for the performance, in accordance with STATE approved design standards and policies, of engineering services for the LA for the proposed improvement herein described.
- To attend any and all meetings and visit the site of the proposed improvement at any reasonable time when requested by representatives of the LA or STATE.
- To complete the services herein described within 730 calendar days from the date of the Notice to Proceed from the LA, excluding from consideration periods of delay caused by circumstances beyond the control of the ENGINEER.
- The classifications of the employees used in the work should be consistent with the employee classifications and estimated man-hours shown in EXHIBIT A. If higher-salaried personnel of the firm, including the Principal Engineer, perform services that are indicated in Exhibit A to be performed by lesser-salaried personnel, the wage rate billed for such services shall be commensurate with the payroll rate for the work performed.
- That the ENGINEER is qualified technically and is entirely conversant with the design standards and policies applicable for the PROJECT; and that the ENGINEER has sufficient properly trained, organized and experienced personnel to perform the services enumerated herein.
- That the ENGINEER shall be responsible for the accuracy of the work and shall promptly make necessary revisions or corrections resulting from the ENGINEER's errors, omissions or negligent acts without additional compensation. Acceptance of work by the STATE will not relieve the ENGINEER of the responsibility to make subsequent correction of any such errors or omissions or for clarification of any ambiguities.
- That all plans and other documents furnished by the ENGINEER pursuant to this AGREEMENT will be endorsed by the ENGINEER and will affix the ENGINEER's professional seal when such seal is required by law. Plans for structures to be built as a part of the improvement will be prepared under the supervision of a registered structural engineer and will affix structural engineer seal when such seal is required by law. It will be the ENGINEER's responsibility to affix the proper seal as required by the Bureau of Local Roads and Streets manual published by the STATE.
- That the ENGINEER will comply with applicable federal statutes, state of Illinois statutes, and local laws or ordinances of the LA.

9. The undersigned certifies neither the ENGINEER nor I have:

- a. employed or retained for commission, percentage, brokerage, contingent fee or other considerations, any firm or person (other than a bona fide employee working solely for me or the above ENGINEER) to solicit or secure this AGREEMENT,
- b. agreed, as an express or implied condition for obtaining this AGREEMENT, to employ or retain the services of any firm or person in connection with carrying out the AGREEMENT or
- c. paid, or agreed to pay any firm, organization or person (other than a bona fide employee working solely for me or the above ENGINEER) any fee, contribution, donation or consideration of any kind for, or in connection with, procuring or carrying out the AGREEMENT.
- d. are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency,
- e. have not within a three-year period preceding the AGREEMENT been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property,
- f. are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (e) and
- g. have not within a three-year period preceding this AGREEMENT had one or more public transactions (Federal, State or local) terminated for cause or default.

10. To pay its subconsultants for satisfactory performance no later than 30 days from receipt of each payment from the LA.

11. To submit all invoices to the LA within one year of the completion of the work called for in this AGREEMENT or any subsequent Amendment or Supplement.

12. To submit BLR 05613, Engineering Payment Report, to the STATE upon completion of the project (Exhibit B).

13. Scope of Services to be provided by the ENGINEER:

- ☒ Make such detailed surveys as are necessary for the planning and design of the PROJECT.
- ☐ Make stream and flood plain hydraulic surveys and gather both existing bridge upstream and downstream high water data and flood flow histories.
- ☐ Prepare applications for U.S. Army Corps of Engineers Permit, Illinois Department of Natural Resources Office of Water Resources Permit and Illinois Environmental Protection Agency Section 404 Water Quality Certification.
- ☐ Design and/or approve cofferdams and superstructure shop drawings.
- ☐ Prepare Bridge Condition Report and Preliminary Bridge Design and Hydraulic Report, (including economic analysis of bridge or culvert types and high water effects on roadway overflows and bridge approaches).
- ☐ Prepare the necessary environmental and planning documents including the Project Development Report, Environmental Class of Action Determination or Environmental Assessment, State Clearinghouse, Substate Clearinghouse and all necessary environmental clearances.
- ☐ Make such soil surveys or subsurface investigations including borings and soil profiles as may be required to furnish sufficient data for the design of the proposed improvement. Such investigations to be made in accordance with the current Standard Specifications for Road and Bridge Construction, Bureau of Local Roads and Streets Administrative Policies, Federal-Aid Procedures for Local Highway Improvements or any other applicable requirements of the STATE.
- ☐ Analyze and evaluate the soil surveys and structure borings to determine the roadway structural design and bridge foundation.
- ☐ Prepare preliminary roadway and drainage structure plans and meet with representatives of the LA and STATE at the site of the improvement for review of plans prior to the establishment of final vertical and horizontal alignment, location and size of drainage structures, and compliance with applicable design requirements and policies.
- ☐ Make or cause to be made such traffic studies and counts and special intersection studies as may be required to furnish sufficient data for the design of the proposed improvement.
- ☐ Complete the general and detailed plans, special provisions and estimate of cost. Contract plans shall be prepared in accordance with the guidelines contained in the Bureau of Local Roads and Streets manual. The special provisions and detailed estimate of cost shall be furnished in quadruplicate.
- ☐ Furnish the LA with survey and drafts in quadruplicate all necessary right-of-way dedications, construction easements and borrow pit and channel change agreements including prints of the corresponding plats and staking as required.

II. THE LA AGREES,

1. To furnish the ENGINEER all presently available survey data and information
2. To pay the ENGINEER as compensation for all services rendered in accordance with this AGREEMENT, on the basis of the following compensation formulas:

Cost Plus Fixed Fee

- ☐ CPFF = 14.5%[DL + R(DL) + OH(DL) + IHDC], or
☐ CPFF = 14.5%[DL + R(DL) + 1.4(DL) + IHDC], or
☒ CPFF = 14.5%[(2.3 + R)DL + IHDC]

Where: DL = Direct Labor
IHDC = In House Direct Costs
OH = Consultant Firm's Actual Overhead Factor
R = Complexity Factor

Specific Rate

☐ (Pay per element)

Lump Sum

☐

3. To pay the ENGINEER using one of the following methods as required by 49 CFR part 26 and 605 ILCS 5/5-409:

☒ With Retainage

- a) **For the first 50% of completed work**, and upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LA, monthly payments for the work performed shall be due and payable to the ENGINEER, such payments to be equal to 90% of the value of the partially completed work minus all previous partial payments made to the ENGINEER.
- b) **After 50% of the work is completed**, and upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LA, monthly payments covering work performed shall be due and payable to the ENGINEER, such payments to be equal to 95% of the value of the partially completed work minus all previous partial payments made to the ENGINEER.
- c) **Final Payment** – Upon approval of the work by the LA but not later than 60 days after the work is completed and reports have been made and accepted by the LA and the STATE, a sum of money equal to the basic fee as determined in this AGREEMENT less the total of the amounts of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.

☐ Without Retainage

- a) **For progressive payments** – Upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LA, monthly payments for the work performed shall be due and payable to the ENGINEER, such payments to be equal to the value of the partially completed work minus all previous partial payments made to the ENGINEER.
- b) **Final Payment** – Upon approval of the work by the LA but not later than 60 days after the work is completed and reports have been made and accepted by the LA and STATE, a sum of money equal to the basic fee as determined in this AGREEMENT less the total of the amounts of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.

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

III. IT IS MUTALLY AGREED,

1. That no work shall be commenced by the ENGINEER prior to issuance by the LA of a written Notice to Proceed.
2. That tracings, plans, specifications, estimates, maps and other documents prepared by the ENGINEER in accordance with this AGREEMENT shall be delivered to and become the property of the LA and that basic survey notes, sketches, charts and other data prepared or obtained in accordance with this AGREEMENT shall be made available, upon request, to the LA or to the STATE, without restriction or limitation as to their use.

3. That all reports, plans, estimates and special provisions furnished by the ENGINEER shall be in accordance with the current Standard Specifications for Road and Bridge Construction, Bureau of Local Roads and Streets Administrative Policies, Federal-Aid Procedures for Local Highway Improvements or any other applicable requirements of the STATE, it being understood that all such furnished documents shall be approved by the LA and the STATE before final acceptance. During the performance of the engineering services herein provided for, the ENGINEER shall be responsible for any loss or damage to the documents herein enumerated while they are in the ENGINEER's possession and any such loss or damage shall be restored at the ENGINEER's expense.
4. That none of the services to be furnished by the ENGINEER shall be sublet, assigned or transferred to any other party or parties without written consent of the LA. The consent to sublet, assign or otherwise transfer any portion of the services to be furnished by the ENGINEER shall not be construed to relieve the ENGINEER of any responsibility for the fulfillment of this agreement.
5. To maintain, for a minimum of 3 years after the completion of the contract, adequate books, records and supporting documents to verify the amounts, recipients and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, records and supporting documents related to the contract shall be available for review and audit by the Auditor General and the STATE; and to provide full access to all relevant materials. Failure to maintain the books, records and supporting documents required by this section shall establish a presumption in favor of the STATE for the recovery of any funds paid by the STATE under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.
6. The payment by the LA in accordance with numbered paragraph 3 of Section II will be considered payment in full for all services rendered in accordance with this AGREEMENT whether or not they be actually enumerated in this AGREEMENT.
7. That the ENGINEER shall be responsible for any and all damages to property or persons arising out of an error, omission and/or negligent act in the prosecution of the ENGINEER's work and shall indemnify and save harmless the LA, the STATE, and their officers, agents and employees from all suits, claims, actions or damages of any nature whatsoever resulting there from. These indemnities shall not be limited by the listing of any insurance policy.
8. This AGREEMENT may be terminated by the LA upon giving notice in writing to the ENGINEER at the ENGINEER's last known post office address. Upon such termination, the ENGINEER shall cause to be delivered to the LA all drawings, plats, surveys, reports, permits, agreements, soils and foundation analysis, provisions, specifications, partial and completed estimates and data, if any from soil survey and subsurface investigation with the understanding that all such material becomes the property of the LA. The LA will be responsible for reimbursement of all eligible expenses to date of the written notice of termination.
9. This certification is required by the Drug Free Workplace Act (30ILCS 580). The Drug Free Workplace Act requires that no grantee or contractor shall receive a grant or be considered for the purpose of being awarded a contract for the procurement of any property or service from the State unless that grantee or contractor will provide a drug free workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of contract or grant payments, termination of a contract or grant and debarment of the contracting or grant opportunities with the State for at least one (1) year but no more than five (5) years.

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

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

- a. Publishing a statement:
 - (1) Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the grantee's or contractor's workplace.
 - (2) Specifying the actions that will be taken against employees for violations of such prohibition.
 - (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
 - (a) abide by the terms of the statement; and
 - (b) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
- b. Establishing a drug free awareness program to inform employees about:
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's or contractor's policy of maintaining a drug free workplace;
 - (3) Any available drug counseling, rehabilitation and employee assistance program; and
 - (4) The penalties that may be imposed upon an employee for drug violations.
- c. Providing a copy of the statement required by subparagraph (a) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
- d. Notifying the contracting or granting agency within ten (10) days after receiving notice under part (B) of paragraph (3) of subsection (a) above from an employee or otherwise receiving actual notice of such conviction.
- e. Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by,
- f. Assisting employees in selecting a course of action in the event drug counseling, treatment and rehabilitation is required and indicating that a trained referral team is in place.
- g. Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

10. The ENGINEER or subconsultant shall not discriminate on the basis of race, color, national origin or sex in the performance of this AGREEMENT. The ENGINEER shall carry out applicable requirements of 49 CFR part 26 in the administration of DOT assisted contracts. Failure by the ENGINEER to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination of this AGREEMENT or such other remedy as the LA deems appropriate.

Agreement Summary

Prime Consultant:	TIN Number	Agreement Amount
Willett, Hofmann & Associates, Inc.	36-2600957	\$499,834.10
Sub-Consultants:	TIN Number	Agreement Amount
NONE		
Sub-Consultant Total:		
Prime Consultant Total:		\$499,834.10
Total for all Work:		\$499,834.10

Executed by the LA:

Winnebago

(Municipality/Township/County)

ATTEST:

By: _____
Clerk

By: _____
Title: _____


(SEAL)

Executed by the ENGINEER:

ATTEST:

By: 
Thomas W. Houck, AIA, PE, LEED AP BD+C
Secretary

Willett, Hofmann & Associates, Inc.
57 Airport Drive
Rockford, IL 61109

By: 
Ronald J. Steenken, PE, SE
President & General Manager



57 Airport Drive
Rockford, IL 61109

August 16, 2017

EXHIBIT A
Cost Estimate of Consultant Services
Pages 1-3 of 3

Route:	Varies
Project:	Permit Rating Chart & AASHTOWare
Section:	16-000634-00-ES
County:	Winnebago

BLR 05610 (Rev. 9)
ModifiedDate August 16, 2017

*Firm's approved rates on file with IDOT's
Bureau of Accounting and Auditing:

Overhead Rate (OH):	147.58%
Complexity Factor (R):	0

Calendar Days: 365

	$14.5\%[\text{DL} + \text{R}(\text{DL}) + \text{OH}(\text{DL}) + \text{IHDC}]$
	$14.5\%[\text{DL} + \text{R}(\text{DL}) + 1.4(\text{DL}) + \text{IHDC}]$
X	$14.5\%[(2.3 + \text{R})\text{DL} + \text{IHDC}]$
	$[(2.8 + \text{R})\text{DL}] + \text{IHDC}$

Sheet: 1 of 3

Item	Man Hours	Average Hourly Rate	Payroll Costs (DL)	Overhead (OH) *	Services By Others	InHouse Direct Costs (IHDC) (F)	Fixed Fee (G)	Total (C)+(D)+(E)+(F)+(G)	% of Grand Total
	(A)	(B)	(C)	(D)	(E)			(H)	(I)
Field Checks	160.5	\$33.62	\$5,396.01	\$7,963.43			\$1,799.57	\$15,159.01	3.0%
AASHTOWare Input	2019.0	\$40.28	\$81,325.32	\$120,019.91			\$27,121.99	\$228,467.22	45.7%
Hand Calculations	2018.0	\$40.27	\$81,264.86	\$119,930.68			\$27,101.83	\$228,297.37	45.7%
Bridge Permit Chart	80.0	\$40.28	\$3,222.40	\$4,755.62			\$1,074.67	\$9,052.69	1.8%
Project Coordination	12.0	\$55.68	\$668.16	\$986.07			\$222.83	\$1,877.06	0.4%
QC/QA	40.0	\$55.68	\$2,227.20	\$3,286.90			\$742.77	\$6,256.87	1.3%
Project Management Meetings	40.0	\$55.68	\$2,227.20	\$3,286.90			\$742.77	\$6,256.87	1.3%
	32.0	\$49.69	\$1,590.08	\$2,346.64			\$530.29	\$4,467.01	0.9%
TOTAL =	4401.5		\$177,921.23	\$262,576.15	\$0.00	\$0.00	\$59,336.72	\$499,834.10	100.0%



EXHIBIT A

BLR 05610 (Rev. 9)
Modified

Average Hourly Project Rates

Exhibit A

Firm: Willett, Hofmann & Associates, Inc.
Route: Various
Section: 16-000634-00-ES
County: Winnebago
Job No.: 0
Project No.: 0
Type of Funding: STR
Exist Str No: Various

Date: August 24, 2017

Sheet: 2 of 3

Payroll Classification	Avg. Hourly Rates	Field Checks			AASHTOWare Input			Hand Calculations			Bridge Permit Chart		
		Hours	% Part.	Wgtd. Rate	Hours	% Part.	Wgtd. Rate	Hours	% Part.	Wgtd. Rate	Hours	% Part.	Wgtd. Rate
Principal Engineering Manager	\$55.68		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00
Engineering Manager	\$52.37		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00
Civil Engineer IV	\$43.70	80.0	49.84%	\$21.78	1009.0	49.98%	\$21.84	1008.0	49.95%	\$21.83	40.0	50.00%	\$21.85
Civil Engineer III	\$36.85		0.00%	\$0.00	1010.0	50.02%	\$18.44	1010.0	50.05%	\$18.44	40.0	50.00%	\$18.43
Civil Engineering Intern II	\$29.48		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00
Civil Engineering Intern I	\$27.20		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00
Principal Architectural Manager	\$49.85		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00
Architect IV	\$45.32		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00
Architect III	\$38.12		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00
Architectural Intern II	\$36.05		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00
Architectural Intern I	\$31.93		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00
Prof. Land Surveyor Manager	\$42.15		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00
Prof. Land Surveyor IV	\$32.96		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00
Prof. Land Surveyor III	\$26.72		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00
Prof. Land Surveyor (SIT) II	\$25.75		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00
Prof. Land Surveyor (SIT) I	\$23.69		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00
Technician IV	\$29.72		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00
Technician III	\$23.61	80.5	50.16%	\$11.84		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00
Technician II	\$22.47		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00
Technician I	\$20.60		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00
Survey Worker Foreman	\$27.04		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00
Survey Worker	\$25.53		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00
Administrative Assistant	\$20.56		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00
TOTALS:		160.5	100.00%	\$33.62	2019.0	100.00%	\$40.28	2018.0	100.00%	\$40.27	80.0	100.00%	\$40.28



EXHIBIT A

BLR 05610 (Rev. 9)
Modified
Average Hourly Project Rates
Exhibit A

Firm: Willett, Hofmann & Associates, Inc.
Route: Various
Section: 16-000634-00-ES
County: Winnebago
Job No.: 0
Project No.: 0
Type of Funding: STR
Exist Str No: Various

Date: August 24, 2017

Sheet: 3 of 3

Payroll Classification	Avg. Hourly Rates	Project Coordination			QC/QA			Project Management			Meetings		
		Hours	% Part.	Wgt'd. Rate	Hours	% Part.	Wgt'd. Rate	Hours	% Part.	Wgt'd. Rate	Hours	% Part.	Wgt'd. Rate
Principal Engineering Manager	\$55.68	12.0	100.00%	\$55.68	40.0	100.00%	\$55.68	40.0	100.00%	\$55.68	16.0	50.00%	\$27.84
Engineering Manager	\$52.37		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00
Civil Engineer IV	\$43.70		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00	16.0	50.00%	\$21.85
Civil Engineer III	\$36.85		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00
Civil Engineering Intern II	\$29.48		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00
Civil Engineering Intern I	\$27.20		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00
Principal Architectural Manager	\$49.85		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00
Architect IV	\$45.32		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00
Architect III	\$38.12		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00
Architectural Intern II	\$36.05		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00
Architectural Intern I	\$31.93		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00
Prof. Land Surveyor Manager	\$42.15		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00
Prof. Land Surveyor IV	\$32.96		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00
Prof. Land Surveyor III	\$26.72		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00
Prof. Land Surveyor (SIT) II	\$25.75		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00
Prof. Land Surveyor (SIT) I	\$23.69		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00
Technician IV	\$29.72		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00
Technician III	\$23.61		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00
Technician II	\$22.47		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00
Technician I	\$20.60		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00
Survey Worker Foreman	\$27.04		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00
Survey Worker	\$25.53		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00
Administrative Assistant	\$20.56		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00
TOTALS:		12.00	100.00%	\$55.68	40.00	100.00%	\$55.68	40.00	100.00%	\$55.68	32.00	100.00%	\$49.69



57 Airport Drive
Rockford, IL 61109

August 16, 2017

EXHIBIT A.1

Attachment to Cost Estimate of Consultant Services

Page 1-1 of 1

Route:	Varies
Project:	Permit Rating Chart & AASHTOWare
Section:	16-000634-00-ES
County:	Winnebago

EXHIBIT A.1

Willett, Hofmann & Associates, Inc. (WHA) will perform a permit rating chart and AASHTOWare input for each of the County bridge structures, Township structures and a portion of the Municipal structures. WHA believes that according to the attached CECS the fee requested to complete all structures will exceed the current funding level of \$500,000. It is the intent of WHA to complete the County and Township structures first, and the Municipal structures last. With that being said, WHA will work with the County to prioritize the rating of the remaining Municipal structures.

WHA will inform the County when the current funding amount of \$500,000 is close to being met, and will inform the County of any Municipal structures that have not been rated. Those structures will be addressed when additional funding is allocated to this project.

This Engineering Agreement is a NOT TO EXCEED contract in the amount of \$499,834.10.



WILLET HOFMANN
& A S S O C I A T E S I N C
ENGINEERING ARCHITECTURE LAND SURVEYING

57 Airport Drive
Rockford, IL 61109

August 16, 2017

EXHIBIT B1, B2, B3
Average Hourly Rates per Classification
Range of Hourly Rates of Fulltime Staff
Engineering Payment Report
Pages 1-3 of 3

Route:	Varies
Project:	Permit Rating Chart & AASHTOWare
Section:	16-000634-00-ES
County:	Winnebago



WILLETT HOFMANN
 & ASSOCIATES INC
 ENGINEERING ARCHITECTURE LAND SURVEYING

AVERAGE HOURLY RATES PER CLASSIFICATION

EXHIBIT B1

PAYROLL RATES

FIRM NAME	Willetts, Hofmann & Associates, Inc.		DATE 4/2/2017 - 3/31/2018
PRIME/SUPPLEMENT	Prime		
ESCALATION RATE			3.00%
CLASSIFICATION		Projected Average Hourly Rates During Term of Phase I Contract	
		Current Rates	Escalated Rate
Principal Engineering Manager		\$54.06	\$55.68
Engineering Manager		\$50.84	\$52.37
Civil Engineer IV		\$42.43	\$43.70
Civil Engineer III		\$35.78	\$36.85
Civil Engineering Intern II		\$28.62	\$29.48
Civil Engineering Intern I		\$26.41	\$27.20
Principal Architectural Manager		\$48.40	\$49.85
Architect IV		\$44.00	\$45.32
Architect III		\$37.01	\$38.12
Architectural Intern II		\$35.00	\$36.05
Architectural Intern I		\$31.00	\$31.93
Prof. Land Surveyor Manager		\$40.92	\$42.15
Prof. Land Surveyor IV		\$32.00	\$32.96
Prof. Land Surveyor III		\$25.94	\$26.72
Prof. Land Surveyor (SIT) II		\$25.00	\$25.75
Prof. Land Surveyor (SIT) I		\$23.00	\$23.69
Technician IV		\$28.85	\$29.72
Technician III		\$22.92	\$23.61
Technician II		\$21.82	\$22.47
Technician I		\$20.00	\$20.60
Survey Worker Foreman		\$26.25	\$27.04
Survey Worker		\$24.79	\$25.53
Administrative Assistant		\$19.96	\$20.56



EXHIBIT B2
RANGE OF HOURLY RATES OF FULLTIME STAFF

Effective April 2, 2017

Classification	Rate Range	
	Low	High
Principal Engineering Manager	\$47.00	\$71.00
Engineering Manager	\$40.00	\$62.00
Civil Engineer IV	\$37.00	\$57.00
Civil Engineer III	\$30.00	\$52.00
Civil Engineering Intern II	\$28.00	\$46.00
Civil Engineering Intern I	\$25.00	\$38.00
Principal Architectural Manager	\$39.00	\$60.00
Architect IV	\$39.00	\$60.00
Architect III	\$35.00	\$54.00
Architectural Intern II	\$30.00	\$47.00
Architectural Intern I	\$25.00	\$39.00
Prof. Land Surveyor Manager	\$32.00	\$49.00
Prof. Land Surveyor IV	\$27.00	\$42.00
Prof. Land Surveyor III	\$24.00	\$38.00
Prof. Land Surveyor (SIT) II	\$21.00	\$33.00
Prof. Land Surveyor (SIT) I	\$18.00	\$29.00
Technician IV	\$24.00	\$37.00
Technician III	\$21.00	\$32.00
Technician II	\$19.00	\$29.00
Technician I	\$17.00	\$26.00
Survey Worker Foreman	\$25.00	\$38.00
Survey Worker	\$19.00	\$30.00
Administrative Assistant	\$15.00	\$25.00

Prime Consultant

Name	Willett, Hofmann & Associates, Inc.
Address	57 Airport Drive, Rockford, IL 61109
Telephone	815-284-3381
TIN Number	36-2600957

Project Information

Local Agency	Winnebago County Highway
Section Number	16-000634-00-ES
Project Number	
Job Number	

This form is to verify the amount paid to the Sub-consultant on the above captioned contract. Under penalty of law for perjury or falsification, the undersigned certifies that work was executed by the Sub-consultant for the amount listed below.

[illegible]

 President & General Manager
Signature and title of Prime Consultant

8/16/2017
Date

Note: The Department of Transportation is requesting disclosure of information that is necessary to accomplish the statutory purpose as outlined under state and federal law. Disclosure of this information is REQUIRED and shall be deemed as concurring with the payment amount specified above.

For information about IDOTs collection and use of confidential information review the department's [Identity Protection Policy](#).



WILLETT HOFMANN
& A S S O C I A T E S I N C

ENGINEERING ARCHITECTURE LAND SURVEYING

57 Airport Drive
Rockford, IL 61109

August 16, 2017

EXHIBIT C

Summary of County Structures

Pages 1-6 of 6

Route:	Varies
Project:	Permit Rating Chart & AASHTOWare
Section:	16-000634-00-ES
County:	Winnebago

EXHIBIT C

Summary of County Structures	
Type	Total
Concrete Arch Deck Filled	1
Concrete Continuous Culvert Rigid	3
Concrete Continuous Culvert	9
Concrete Continuous Slab	2
Concrete Culvert	40
PPC Box Beam	5
PPC I Beam Continuous	4
PPC I Beam	5
Precast 3 Sided Structures	2
Precast Concrete Culvert	1
Steel Continuous Multi Beam	16
Steel Culvert	2
Steel Multi Beam	1
Total =	91

EXHIBIT C

Winnebago County - County Bridge List												
S.N	Township	Facility Carried	Feature Crossed	Structure Type	Maint. Resp.	Insp. Inter.	Deck Condition	Super Rating	Sub. Rating	Cul. Cond.	Prev. Suff. Rating	Current Suff. Rating
101-3101	ROCKFORD	CUNNINGHAM ROAD	S. BR. KENT CREEK	STEEL - MULTI BEAM	COUNTY	48	8	8	8	N		99.6
101-3000	ROSCOE	ELEVATOR ROAD	NO KINNICKINICK CR	STEEL CONT. - MULTI BEAM	COUNTY	24	6	6	6	N		99.4
101-3023	ROCKFORD	CENTRAL AVE	N FORK KENT CREEK	CONC. CONT. SLAB	COUNTY	48	8	8	7	N		82.6
101-3055	DURAND	CROWLEY ROAD	N BR OTTER CREEK	CONC. CONT. CULVERT	COUNTY	24	N	N	N	7		99.7
101-3073	LAONA	ROCK GROVE ROAD	RANDALLS CREEK	PPC - BOX BEAM	COUNTY	24	7	6	7	N		98.9
101-3077	LAONA	ROCK GROVE ROAD	N BR LUTHER CREEK	PPC - BOX BEAM	COUNTY	24	4	4	4	N		91.4
101-3088	OWEN	HARLEM RD - CH 25	ROCK RIVER	STEEL CONT. - MULTI BEAM	COUNTY	24	6	6	6	N		97.1
101-3091	HARLEM	PERRYVILLE RD	S. BR. WILLOW CREEK	PRECAST - 3 SIDED STR.	COUNTY	48	N	7	7	N		99.2
101-3093	ROCKFORD	SPRINGFIELD AVE	CN RR	PPC - I BEAM - CONT	COUNTY	48	7	7	7	N		96.3
101-3076	LAONA	YALE BRIDGE ROAD	RANDALLS CREEK	PPC - BOX BEAM	COUNTY	24	6	6	5	N		94.5
101-3100	ROCKFORD	KISHWAUKKEE ROAD	KISHWAUKKEE RIVER	STEEL CONT. - MULTI BEAM	COUNTY	21	6	7	8	N		79.8
101-2039	PECATONICA	PECATONICA ROAD	DRAINAGE DITCH	CONC. CULVERT	COUNTY	46	N	N	N	8		97.3
101-3102	WINNEBAGO	MONTAGUE RD	E BR MILL CRK	PPC - I BEAM	COUNTY	48	8	8	8	N		98.6
101-3103	CHERRY VALLEY	PERRYVILLE RD	UNION PACIFIC RAILRO	STEEL CONT. - MULTI BEAM	COUNTY	24	9	9	9	N		97.2
101-3104	ROCKFORD	CUNNINGHAM RD	S BR KENT CREEK	CONC. CONT. SLAB	COUNTY	24	9	9	9	N		91.1
101-5003	ROCKFORD	MERIDIAN ROAD	UNNAMED CREEK	CONC. CONT. CULVERT	COUNTY	24	N	N	N	8		90
101-5004	ROCKFORD	MERIDIAN RD	S. BR. KENT CREEK	STEEL - CULVERT	COUNTY	24	N	N	N	7		91
101-5005	PECATONICA	TELEGRAPH ROAD	BR PECATONICA RV	CONC. CULVERT	COUNTY	24	N	N	N	6		73.3
101-5010	BURRITT	FAS1057 TELEGRAPH RD	BR PECATONICA RV	CONC. CONT. CULV. RIGID	COUNTY	24	N	N	N	5		51.7
101-5015	OWEN	CELESTIAN ROAD	UNNAMED CREEK	CONC. CULVERT	COUNTY	24	N	6	6	4		65.8
101-5018	SEWARD	FAS-52 (MONTAGUE RD)	W BR MILL CR	CONC. CONT. CULVERT	COUNTY	24	N	N	N	7		69.3

Color Code Index:

Good, Fair, Poor, Rated a 4 or Less, Rated to a 4 during current inspection

EXHIBIT C

S.N	Township	Facility Carried	Feature Crossed	Structure Type	Maint. Resp.	Insp. Inter.	Deck Condition	Super Rating	Sub. Rating	Cu.L. Cond.	Prev. Suff. Rating	Current Suff. Rating
101-3097	HARRISON	WHEELER ROAD	OTTER CREEK	PRECAST - 3 SIDED STR.	COUNTY	48	N	7	8	N		99.5
101-0152	ROCKFORD	BELT LINE RD.	N CHANNEL ROCK RIVER	PPC - I BEAM	COUNTY	24	6	6	6	N		94.4
101-3079	ROCKTON	ROCKTON ROAD	RACCOON CREEK	STEEL CONT. - MULTI BEAM	COUNTY	46	7	8	8	N		97.4
101-3090	ROCKTON	ROCKTON ROAD	ROCK RIVER	PPC - I BEAM - CONT.	COUNTY	46	7	8	8	N		97.4
101-3061	ROCKTON	ROCKTON ROAD	ROCK RIVER OVERFLOW	PPC - I BEAM - CONT.	COUNTY	46	8	8	8	N		97.4
101-0153	ROCKTON	PEACATONICA ROAD	ROCK RIVER	STEEL CONT. - MULTI BEAM	COUNTY	24	4	4	6	N		81.6
101-0149	PECATONICA	PECATONICA ROAD	PEC. RIVER OVFLOW	PPC - I BEAM	COUNTY	24	6	6	7	N		88.6
101-3082	ROCKTON	ROCKTON ROAD	ROCKTON DAM MILL RACE	PPC - I BEAM - CONT.	COUNTY	24	6	6	7	N		97.4
101-3084	OWEN	FRANK BAUER PARKWAY	ICE LINE RAILROAD	STEEL CONT. - MULTI BEAM	COUNTY	24	7	6	7	N		93.8
101-3065	ROSCOE	HONONEGAH ROAD	DRY CREEK	STEEL CONT. - MULTI BEAM	COUNTY	46	7	7	8	N		97.3
101-0093	SEWARD	PECATONICA RD.	GROVE CREEK	CONC. - ARCH DECK FILLED	COUNTY	24	N	6	7	N		82.1
101-3071	ROCKTON	MERIDIAN ROAD	PECATONICA RIVER	STEEL CONT. - MULTI BEAM	COUNTY	24	4	4	6	N		86.8
101-0150	PECATONICA	PECATONICA ROAD	PECATONICA RIVER	PPC - I BEAM	COUNTY	24	7	6	6	N		87.6
101-3080	ROCKFORD	MC PINE ROAD	WYOMING RIVER	STEEL CONT. - MULTI BEAM	COUNTY	24	4	4	6	N		81
101-0153	ROCKFORD	BELT LINE ROAD	S CHANNEL ROCK RIV	PPC - I BEAM	COUNTY	24	7	7	6	N		94.4
101-0171	ROCKFORD	BELT LINE RD.	KISHWAUKEE CR.	STEEL CONT. - MULTI BEAM	COUNTY	24	5	6	7	N		97
101-0172	ROCKFORD	BELT LINE RD.	IL RR	STEEL CONT. - MULTI BEAM	COUNTY	24	5	6	7	N		97
101-3003	ROCKFORD	CUNNINGHAM ROAD	CN RR	STEEL CONT. - MULTI BEAM	COUNTY	24	6	5	7	N		76.8
101-3012	ROCKFORD	MERIDIAN ROAD	CN RR	PPC - BOX BEAM	COUNTY	24	6	7	6	N		82.2
101-3016	ROCKTON	ROSCOE ROAD	ROCK RIVER	STEEL CONT. - MULTI BEAM	COUNTY	24	6	5	6	N		73
101-3027	PEACATONICA	EXTRA STRUCTURE BRIDGE	ROCK RIVER	STEEL CONT. - MULTI BEAM	COUNTY	24	4	4	6	N		80.8

Color Code Index:

Green = Good, Yellow = Fair, Orange = Poor, Red = Rated a 4 or Less, Rated to a 4 during current inspection

EXHIBIT C

S.N	Township	Facility Carried	Feature Crossed	Structure Type	Maint. Resp.	Insp. Inter.	Deck Condition	Super Rating	Sub. Rating	Cul. Cond.	Prev. Suff. Rating	Current Suff. Rating
101-5020	LAONA	YALE BRIDGE ROAD	SUGAR RIVER	STEEL CONT. - MULTI BEAM	COUNTY	24	5	5	6	N		62.3
101-5025	SEWARD	CH-37 (KLINGER RD)	SUNNER CREEK	CONC. CONT. CULVERT	COUNTY	24	N	N	N	5		81.4
101-0099	PECATONICA	TELEGRAPH ROAD	DRAINAGE DITCH	PPC - BOX BEAM	COUNTY	24	6	6	6	N		98.6
101-5152	ROCKFORD	OLD CREEK ROAD	KEITH CREEK	CONC. CULVERT	COUNTY	48	N	N	N	7		84.6
101-5019	LAONA	FAS-40 (YALE BR RD)	DRAINAGE DITCH	CONC. CONT. CULV. RIGID	COUNTY	24	N	N	N	5		81.1
101-5118	ROSCOE	WHITE SCHOOL ROAD	S BR DRY RUN CREEK	CONC. CULVERT	COUNTY	24	N	N	N	6		99.9
101-5130	HARLEM	PERRYVILLE ROAD	KEITH CREEK	CONC. CULVERT	COUNTY	48	N	N	N	7		80.7
101-5136	DURAND	CENTER ROAD	N BR OTTER CREEK	CONC. CULVERT	COUNTY	48	N	N	N	7		99.9
101-5137	LAONA	WHEELER ROAD	UNNAMED CREEK	CONC. CULVERT	COUNTY	48	N	N	N	8		99.9
101-5138	ROCKFORD	E. RIVERSIDE BLVD	SPRING CREEK	CONC. CULVERT	COUNTY	24	N	N	N	6		83.5
101-5141	HARLEM	PERRYVILLE RD	SPRING CREEK	CONC. CULVERT	COUNTY	24	N	N	N	6		98.2
101-5144	HARLEM	PERRYVILLE RD	LOVES PARK CREEK	CONC. CULVERT	COUNTY	48	N	N	N	8		83.9
101-5145	HARLEM	PERRYVILLE RD	N BR WILLOW CREEK	CONC. CULVERT	COUNTY	48	N	N	N	8		84
101-5111	CHERRY VALLEY	PERRYVILLE ROAD	MADIGAN CR	CONC. CULVERT	COUNTY	24	N	N	N	6		82.8
101-5151	HARLEM	PERRYVILLE RD	WILLOW CREEK	CONC. CULVERT	COUNTY	48	N	N	N	7		81.4
101-5110	ROSCOE	OLD RIVER ROAD	UNNAMED CREEK	CONC. CULVERT	COUNTY	24	N	N	N	6		96.1
101-5155	ROSCOE	PRAIRIE HIL/WILLOW BRK	DRY CREEK RUN	PRECAST CONC. CULVERT	COUNTY	48	N	N	N	7		84
101-5156	PECATONICA	PECATONICA ROAD	PINK CREEK	CONC. CULVERT	COUNTY	48	N	N	N	7		99.8
101-5158	ROCKTON	ROCKTON RD	DRY RUN CREEK	CONC. CULVERT	COUNTY	48	N	N	N	8		82.6
101-5159	PECATONICA	TELEGRAPH RD	COOLIDGE CREEK	CONC. CULVERT	COUNTY	48	N	N	N	9		99.7
101-5160	BURRITT	AUBURN RD	UNNAMED CREEK	CONC. CULVERT	COUNTY	24	N	N	N	8		58.7

Color Code Index:

Structures in Green, Yellow, and Red, Rated a 4 or Less, Require a Rating of 4 or Higher

EXHIBIT C

S.N	Township	Facility Carried	Feature Crossed	Structure Type	Maint. Resp.	Insp. Inter.	Deck Condition	Super Rating	Sub. Rating	Cul. Cond.	Prev. Suff. Rating	Current Suff. Rating
101-5162	SHIRLAND	FAS-40 (YALE BR RD)	SUGAR CREEK	CONC. CONT. CULV. RIGID	COUNTY	24	N	N	N	5		52.9
101-5164	ROCKFORD	LINDENWOOD RD	UNNAMED CREEK	CONC. CULVERT	COUNTY	24	N	N	N	5		75.4
101-5165	BURRITT	MERIDIAN ROAD	DRAINAGE	CONC. CULVERT	COUNTY	24	N	N	N	6		74.2
101-5166	BURRITT	SWANDEBERG RD	UNNAMED CREEK	CONC. CULVERT	COUNTY	24	N	N	N	4		61.1
101-5145	ROCKFORD	SPRINGFIELD AVE	S BR KENT CREEK	STEEL - CULVERT	COUNTY	24	N	N	N	3		69
101-5075	PECATONICA	BRICK SCHOOL ROAD	BEAVER RUN	CONC. CULVERT	COUNTY	48	N	N	N	7		100
101-5147	ROCKFORD	GILLMAN'S RD	UNNAMED	CONC. CULVERT	COUNTY	24	N	N	N	4		53.1
101-5031	SEWARD	CUNNINGHAM ROAD	DRAINAGE DITCH	CONC. CULVERT	COUNTY	24	N	N	N	5		88.9
101-5032	SEWARD	CUNNINGHAM ROAD	GROVE CREEK	CONC. CONT. CULVERT	COUNTY	24	N	N	N	6		81.1
101-5035	LAONA	BEST ROAD	N BR OTTER CREEK	CONC. CONT. CULVERT	COUNTY	24	N	N	N	5		68.3
101-5036	DURAND	BEST ROAD	S BR OTTER CREEK	CONC. CONT. CULVERT	COUNTY	24	N	N	N	5		68
101-5039	DURAND	FRITZ ROAD	S FORK OTTER CREEK	CONC. CULVERT	COUNTY	24	N	N	N	5		88.8
101-5040	DURAND	FRITZ ROAD	UNNAMED DRAINAGE DITCH	CONC. CULVERT	COUNTY	24	N	N	N	6		91.1
101-5041	ROCKTON	ROSCOL ROAD	UNNAMED CREEK	CONC. CULVERT	COUNTY	24	N	N	N	6		97.3
101-5042	OWEN	OLD RIVER ROAD	BLACKS CREEK	CONC. CULVERT	COUNTY	24	N	N	N	7		99.3
101-5117	WINNEBAGO	MONTAGUE ROAD	E BR MOSQUITO CREEK	CONC. CULVERT	COUNTY	48	N	N	N	7		98.7
101-5051	DURAND	DURAND ROAD	S FORK OTTER CREEK	CONC. CULVERT	COUNTY	24	N	N	N	6		87.1
101-5020	ROCKTON	FAS-40 (YALE BRG RD)	RACCOON CREEK	CONC. CONT. CULVERT	COUNTY	24	N	N	N	5		66.2
101-5080	ROCKFORD	BAXTER RD	BR KILBUCK CREEK	CONC. CULVERT	COUNTY	24	N	N	N	7		97.1
101-5089	LAONA	BAKER ROAD	BR SUGAR RIVER	CONC. CULVERT	COUNTY	48	N	N	N	7		100
101-5092	HARLEM	SWANSON RD	UNNAMED STREAM	CONC. CULVERT	COUNTY	48	N	N	N	7		98.9

Color Code Index:

Inspected, Rated 5, Rated 4, Rated 3, Rated 2, Rated 1, Rated a 4 or Less, Rated to a 4 during current inspection

EXHIBIT C

S.N	Township	Facility Carried	Feature Crossed	Structure Type	Maint. Resp.	Insp. Inter.	Deck Condition	Super Rating	Sub. Rating	Cul. Cond.	Prev. Suff. Rating	Current Suff. Rating
101-5093	HARLEM	SWANSON ROAD	MCDONALD CREEK	CONC. CULVERT	COUNTY	24	N	N	N	6		98.9
101-5094	ROCKFORD	KISHWAUKEE ROAD	CANAL CREEK	CONC. CULVERT	COUNTY	48	N	N	N	7		99.3
101-5095	ROSCOE	BELVIDERE ROAD	MCDONALD CREEK	CONC. CULVERT	COUNTY	24	N	N	N	7		96.8
101-5100	WINNEBAGO	MONTAGUE RD	ROCK CREEK	CONC. CULVERT	COUNTY	45	N	N	N	7		99.5
101-5101	DURAND	TRASK BRIDGE ROAD	N. BR. PINK CR.	CONC. CULVERT	COUNTY	24	N	N	N	6		96.8
101-5109	ROCKFORD	MERIDIAN ROAD	ROCK CREEK	CONC. CULVERT	COUNTY	45	N	N	N	8		99.6
101-5045	PECATONICA	SAUNDERS ROAD	COOLIDGE CREEK	CONC. CULVERT	COUNTY	24	N	N	N	5		81.2

Color Code Index:

 , , , , Rated a 4 or Less, ,



WILLETT HOFMANN
& A S S O C I A T E S I N C

ENGINEERING ARCHITECTURE LAND SURVEYING

57 Airport Drive
Rockford, IL 61109

August 16, 2017

EXHIBIT D

Summary of Township Structures

Pages 1-5 of 5

Route:	Varies
Project:	Permit Rating Chart & AASHTOWare
Section:	16-000634-00-ES
County:	Winnebago

EXHIBIT D

Summary of Township Structures	
Type	Total
Concrete Continuous Culvert	7
Concrete Continuous Slab	1
Concrete Culvert	50
Concrete Slab	1
PPC Box Beam	11
Steel Continuous Multi Beam	4
Total =	74

EXHIBIT D

S.N	Township	Facility Carried	Feature Crossed	Structure Type	Maint. Resp.	Insp. Inter.	Deck Condition	Super Rating	Sub. Rating	Cul. Cond.	Prev. Suff. Rating	Current Suff. Rating
101-5128	HARRISON	CAMPBELL ROAD	HUNGRY RUN CREEK	CONC. CULVERT	TOWNSHIP	48	N	N	N	8		100
101-5131	WINNEBAGO	WELDON RD	UNNAMED STREAM	CONC. CULVERT	TOWNSHIP	49	N	N	N	7		99.9
101-5135	SEWARD	COMLY ROAD	GROVE CREEK	CONC. CULVERT	TOWNSHIP	48	N	N	N	8		99.9
101-5139	SEWARD	KELLEY ROAD	GROVE CREEK	CONC. CULVERT	TOWNSHIP	48	N	N	N	8		100
101-5142	OWEN	CLARK ROAD	UNNAMED CREEK	CONC. CULVERT	TOWNSHIP	48	N	N	N	8		100
101-5143	CHERRY VALLEY	RIVER ROAD	HACKEY CREEK	CONC. CULVERT	TOWNSHIP	48	N	N	N	8		100
101-5146	CHERRY VALLEY	MILL ROAD	MADIGAN CREEK	CONC. CULVERT	TOWNSHIP	48	N	N	N	8		99.1
101-5147	HARRISON	MOATE ROAD	DRAINAGE DITCH	CONC. CULVERT	TOWNSHIP	48	N	N	N	8		100
101-5149	DURAND	PATTERSON RD	S. FORK OTTER CREEK	PPC - BOX BEAM	TOWNSHIP	48	8	8	8	N		100
101-5150	OWEN	STAGE COACH TRAIL	B N KENT CREEK	CONC. CULVERT	TOWNSHIP	46	N	N	N	8		99.9
101-5157	ROCKFORD	LAKESIDE DR	KILBURN CREEK	CONC. CULVERT	TOWNSHIP	43	N	N	N	3		100

Color Code Index:

Recommendation: **Reconsider**, **Rate 4 or Less**, **Rates 4 or Less during current legislation**

EXHIBIT D

S.N.	Township	Facility Carried	Feature Crossed	Structure Type	Maint. Resp.	Insp. Inter.	Deck Condition	Super Rating	Sub. Rating	Cul. Cond.	Prev. Saff. Rating	Current Saff. Rating
101-5079	BURRITT	WEMPLETOWN ROAD	BR N FORK KENT CR	CONC. CULVERT	TOWNSHIP	24	N	N	N	7		85.4
101-5081	PECATONICA	BEST ROAD	PINK CREEK	CONC. CULVERT	TOWNSHIP	48	N	N	N	7		99.9
101-5083	CHERRY VALLEY	EDSON RD (TR 61 A)	UNNAMED DITCH	CONC. CULVERT	TOWNSHIP	24	N	N	N	7		83.9
101-5084	ROCKFORD	WILD GINGER ROAD	KEITH CR	CONC. CULVERT	TOWNSHIP	24	N	N	N	3		75.3
101-5085	ROCKTON	BATES ROAD	GLEASON CREEK	CONC. CULVERT	TOWNSHIP	48	N	N	N	7		100
101-5086	ROCKFORD	STILLMAN VALLEY ROAD	CANAL CREEK	CONC. CULVERT	TOWNSHIP	48	N	N	N	7		99.9
101-5087	ROCKFORD	CONDON ROAD	CANAL CREEK	CONC. CULVERT	TOWNSHIP	48	N	N	N	7		99.9
101-5088	ROCKFORD	CULFORD ROAD	KEITH CR	CONC. CULVERT	TOWNSHIP	24	N	N	N	3		37.4
101-5090	SHIRLAND	WINSLOW RD	SUGAR CREEK	CONC. CULVERT	TOWNSHIP	24	N	N	N	6		99.9
101-5095	ROCKFORD	FITZGERALD ROAD	ROCK CREEK	CONC. CULVERT	TOWNSHIP	48	N	N	N	7		100
101-5099	OWEN	LUANNA DRIVE	PRIVATE LAKE	CONC. CULVERT	TOWNSHIP	48	N	N	N	7		99
101-5102	OWEN	ROCKTON AVENUE	MUD CREEK	CONC. CULVERT	TOWNSHIP	48	N	N	N	7		96.3
101-5104	HARLEM	ATWOOD ROAD	MCDONALD CREEK	CONC. CULVERT	TOWNSHIP	48	N	N	N	7		99.3
101-5105	ROSCOE	ROCKTON ROAD	DRY RUN CREEK	CONC. CULVERT	TOWNSHIP	48	N	N	N	7		99.8
101-5107	ROCKFORD	CEMETERY ROAD	UNAMD CREEK DITCH	CONC. CULVERT	TOWNSHIP	24	N	N	N	3		64.4
101-5108	BURRITT	CEMETERY ROAD	TUNNISON CREEK	CONC. CULVERT	TOWNSHIP	24	N	N	N	3		64.4
101-5112	DURAND	PATTERSON ROAD	UNNAMED CREEK	CONC. CULVERT	TOWNSHIP	24	N	N	N	3		88.9
101-5113	SEWARD	MURPHY ROAD - TR 213	UNNAMED STREAM	CONC. CONT. CULVERT	TOWNSHIP	24	N	N	N	6		76.3
101-5116	HARLEM	MCMICHAEL ROAD	MCDONALD CREEK	CONC. CULVERT	TOWNSHIP	48	N	N	N	8		99.9
101-5126	DURAND	CAMPBELL ROAD	N. BR. PINK CR.	CONC. CULVERT	TOWNSHIP	24	N	N	N	7		92.5

Color Code Index:

Rated 5 & 4, Green, Yellow, Red, Rated a 4 or Less, Rated to a 4 during current inspection

EXHIBIT D

S.N	Township	Facility Carried	Feature Crossed	Structure Type	Maint. Resp.	Insp. Inter.	Deck Condition	Super Rating	Sub. Rating	Cul. Cond.	Prev. Suff. Rating	Current Suff. Rating
101-5024	BURRITT	EDDIE ROAD	BR PECATONICA RIVER	CONC. CULVERT	TOWNSHIP	24	N	N	N	5		81.5
101-5029	SEWARD	TR-187 (KELLEY RD)	SUMNER CREEK	CONC. CONT. CULVERT	TOWNSHIP	24	N	N	N	6		57
101-5038	ROCKFORD	PRAIRIE ROAD	FULLERS CR	CONC. CULVERT	TOWNSHIP	24	N	N	N	6		99.9
101-5047	ROSCOE	MIDDLE ROAD	DRY RUN CREEK	CONC. CULVERT	TOWNSHIP	24	N	N	N	6		85.9
101-5049	ROSCOE	MANCHESTER ROAD	DRY RUN CREEK	CONC. CONT. CULVERT	TOWNSHIP	24	N	N	N	6		75.3
101-5050	LAONA	PATTERSON ROAD	N BR OTTER CREEK	CONC. CULVERT	TOWNSHIP	24	N	N	N	6		88.4
101-5052	DURAND	FARM SCHOOL ROAD	PINK CREEK	CONC. CULVERT	TOWNSHIP	24	N	N	N	5		82.7
101-5053	HARRISON	TR-75 (OLIVER ROAD)	TUNNISON CREEK	CONC. CONT. CULVERT	TOWNSHIP	24	N	N	N	6		61.3
101-5054	HARRISON	TR-83 (KNAPP ROAD)	TUNNISON CREEK	CONC. CONT. CULVERT	TOWNSHIP	24	N	N	N	6		61.2
101-5056	ROCKFORD	ROTHWELL ROAD	BR OF CANAL CREEK	CONC. CULVERT	TOWNSHIP	24	N	N	N	5		81.1
101-5060	ROSCOE	LOVE ROAD	N KINNICKINNICK CR	CONC. CULVERT	TOWNSHIP	24	N	N	N	6		89.3
101-5061	CHERRY VALLEY	SHIRLEY ROAD	BR S BR KISHWAUKEE R	CONC. CULVERT	TOWNSHIP	24	N	N	N	6		94.7
101-5062	HARLEM	BURR OAK ROAD	S KINNICKINNICK CR	CONC. CULVERT	TOWNSHIP	24	N	N	N	5		77.5
101-5067	PECATONICA	SMITH ROAD	COOLIDGE CREEK	CONC. CULVERT	TOWNSHIP	24	N	N	N	7		90.9
101-5068	OWEN	ROCKTON AVE	BR MUD CREEK	CONC. CULVERT	TOWNSHIP	24	N	N	N	6		92
101-5069	DURAND	JUDD ROAD	UNNAMED CREEK	CONC. CONT. CULVERT	TOWNSHIP	24	N	N	N	5		67.8
101-5070	OWEN	FAVOR ROAD	GLEASON CREEK	CONC. CULVERT	TOWNSHIP	24	N	N	N	6		86.9
101-5071	ROSCOE	CROCKETT ROAD	UNNAMED CREEK	CONC. CULVERT	TOWNSHIP	24	N	N	N	7		99.7
101-5072	BURRITT	WEMPLETOWN ROAD	N FORK KENT CREEK	CONC. CULVERT	TOWNSHIP	24	N	N	N	7		88.4
101-5074	ROSCOE	BURR OAK ROAD	UNNAMED CREEK	CONC. CULVERT	TOWNSHIP	48	N	N	N	7		92.1
101-5073	ROSCOE	ATWOOD ROAD	S KINNICKINNICK CR	CONC. CULVERT	TOWNSHIP	24	N	N	N	6		95.4

Color Code Index:

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  ,
 Rated a 4 or Less,
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  ,
 Rated 1 to a 4 during current inspection

Winnnebago County - Township Bridge List												
S.N	Township	Facility Carried	Feature Crossed	Structure Type	Maint. Resp.	Insp. Inter.	Deck Condition	Super Rating	Sub. Rating	Cul. Cond.	Prev. Suff. Rating	Current Suff. Rating
101-3021	PEGATONICA	HAMBURG ROAD	WISCONSIN CREEK	STEEL CONT. - MULTI-BEAM	TOWNSHIP	24	8	4	5	N		85.1
101-3027	ROCKFORD	CENTERVILLE ROAD	SOUTH KENT CREEK	CONC. SLAB	TOWNSHIP	24	5	5	6	N		86.7
101-3032	ROSCOE	COUNTY LINE ROAD	N. KINNIKINNICK CR.	CONC. CONT. CULVERT	TOWNSHIP	24	N	N	N	6		91.3
101-3063	CHERRY VALLEY	PERRYVILLE ROAD	N. KISHWAUKEE RVR	STEEL CONT. - MULTI-BEAM	TOWNSHIP	48	5	7	7	N		97.1
101-3064	CHERRY VALLEY	PERRYVILLE ROAD	S BR KISHWAUKEE RIV.	STEEL CONT. - MULTI-BEAM	TOWNSHIP	48	9	7	7	N		97.1
101-3066	DURAND	PEGATONICA ROAD	OTTER CREEK	CONC. CULVERT	TOWNSHIP	24	N	N	N	6		89.9
101-3067	WINNEBAGO	COMLY ROAD	COOLIDGE CREEK	CONC. CULVERT	TOWNSHIP	24	N	N	N	6		91.4
101-3069	ROCKFORD	SOUTH BEND RD	KILBUCK CR.	PPC - BOX BEAM	TOWNSHIP	48	5	7	7	N		95.7
101-3072	HARLEM	HAMBORG ROAD	STONEBRIDGE TRAIL	PPC - BOX BEAM	TOWNSHIP	24	7	7	6	N		86.2
101-3074	ROSCOE	HAMBORG ROAD	S KINNIKINNICK CR	PPC - BOX BEAM	TOWNSHIP	24	5	5	5	N		78.3
101-3077	SHIRLAND	WINSLOW ROAD	SUGAR RIVER	PPC - BOX BEAM	TOWNSHIP	24	6	6	6	N		89.4
101-3083	HARRISON	OLIVER ROAD	WHITE CREEK	PPC - BOX BEAM	TOWNSHIP	48	7	7	7	N		100
101-3086	PEGATONICA	BLAIR ROAD	BR. PEGATONICA RIVER	PPC - BOX BEAM	TOWNSHIP	48	7	7	8	N		100
101-3090	CHERRY VALLEY	RIVER ROAD	MAYBERRY CREEK	CONC. CONT. SLAB	TOWNSHIP	48	8	8	8	N		99.9
101-3092	PEGATONICA	GOEKE ROAD	PINK CREEK	PPC - BOX BEAM	TOWNSHIP	48	7	7	5	N		100
101-3094	CHERRY VALLEY	BLONIERG RD.	S BR KISHWAUKEE RIV.	STEEL CONT. - MULTI-BEAM	TOWNSHIP	24	7	7	7	N		93.7
101-3095	ROCKFORD	TIPPLE RD	ROCK CREEK	PPC - BOX BEAM	TOWNSHIP	48	8	8	8	N		100
101-3096	ROCKFORD	BROOKVIEW RD	SPRING CREEK	PPC - BOX BEAM	TOWNSHIP	48	6	8	8	N		99.9
101-3099	DURAND	HOLVERSON RD	S BR OF OTTER CREEK	PPC - BOX BEAM	TOWNSHIP	48	8	8	8	N		100
101-3021	SHIRLAND	FOREST PRESERVE RD	SUGAR CREEK	CONC. CULVERT	TOWNSHIP	24	N	N	5	5		81.4
101-3023	ROCKFORD	KILBUCK BLUFF RD	BR KILBUCK CR.	CONC. CULVERT	TOWNSHIP	24	N	N	N	5		81.3

Color Code Index:

Red , Orange , Yellow , Green , Blue , Grey , Black , Red , Orange , Yellow ,



57 Airport Drive
Rockford, IL 61109

August 16, 2017

EXHIBIT E
Summary of Municipality Structures
Pages 1-7 of 7

Route:	Varies
Project:	Permit Rating Chart & AASHTOWare
Section:	16-000634-00-ES
County:	Winnebago

EXHIBIT E

Summary of Municipality Structures	
Type	Total
Concrete Arch Deck Filled	1
Concrete Arch Deck Open	1
Concrete Continous Slab	5
Concrete Culvert	61
Concrete Deck Girder	1
Concrete Slab	12
PPC Box Beam	22
PPC I Beam	3
Precast 3 Sided Structure	1
Precast Channel Beam	2
Precast Concrete Culvert	1
Prestressed Concrete Deck Girder	1
Steel Arch Thru	1
Steel Continous Multi Beam	8
Steel Culvert	1
Steel Multi Beam	9
Timber Multi Beam	1
Total =	131

EXHIBIT E

Winnebago County - Municipality Bridge List												
S.N	Township	Facility Carried	Feature Crossed	Structure Type	Maint. Resp.	Insp. Inter.	Deck Condition	Super Rating	Sub. Rating	Cul. Cond.	Prev. Suff. Rating	Current Suff. Rating
1010105	CHERRY VALLEY	FOREST HILL AVE	KISHWAUKEE RIVER	CONC. CULVERT	MUNICIPALITY	24	5	6	N	8		62.5
1010111	CHERRY VALLEY	STATE ST	KISHWAUKEE RIVER	PPC - I-BEAM	MUNICIPALITY	24	7	7	5	N		81
1012017	CHERRY VALLEY	HARRISON AVE	MADIGAN CREEK	CONC. CULVERT	MUNICIPALITY	24	N	N	N	6		74.3
1012018	CHERRY VALLEY	HARRISON AVE BR RD	MADIGAN CREEK	CONC. CULVERT	MUNICIPALITY	24	N	N	N	7		92.5
1012026	CHERRY VALLEY	VANDIVER RD	MADIGAN CREEK	CONC. CULVERT	MUNICIPALITY	24	N	N	N	6		92.5
1013057	CHERRY VALLEY	BLACKHAWK RD	KISHWAUKEE RIVER	PPC - I-BEAM	MUNICIPALITY	48	5	5	5	N		99.3
1013064	CHERRY VALLEY	GENOA ROAD	HACKEYS CREEK	CONC. CULVERT	MUNICIPALITY	24	N	N	N	7		91.2
1013082	CHERRY VALLEY	NEWBURG RD	MANNING CREEK	CONC. CULVERT	MUNICIPALITY	24	N	N	N	6		97.4
1013077	LOVES PARK	ALPINE ROAD	PEBBLE CREEK	CONC. CULVERT	MUNICIPALITY	48	N	N	N	7		85.9
1013097	LOVES PARK	RIVERSIDE BLVD	KEITH CREEK	CONC. CULVERT	MUNICIPALITY	48	N	N	N	7		99.8
1013098	LOVES PARK	PAULSON ROAD	KEITH CREEK	CONC. CULVERT	MUNICIPALITY	48	N	N	N	7		100
1013103	LOVES PARK	FOREST HILL ROAD	WILLOW CREEK	CONC. CULVERT	MUNICIPALITY	48	N	N	N	7		94.5
1013119	LOVES PARK	FOREST HILLS ROAD	PEBBLE CREEK	CONC. CULVERT	MUNICIPALITY	24	N	N	N	6		82.1
1013122	LOVES PARK	WINDSOR ROAD	DRAINAGE DITCH	CONC. CULVERT	MUNICIPALITY	48	N	N	N	7		82.3
1013123	LOVES PARK	ALPINE ROAD	DRAINAGE DITCH	CONC. CULVERT	MUNICIPALITY	48	N	N	N	7		80.2
1016430	LOVES PARK	RIVERSIDE BLVD	ROCK RIVER & RR	STEEL CONT. - MULTI BEAM	MUNICIPALITY	24	5	5	7	N		31
1016401	LOVES PARK	PEARL AVE	LOVES PARK CREEK	PPC - BOX BEAM	MUNICIPALITY	48	5	6	7	N		99.9
1016403	LOVES PARK	MERRILL AVE	LOVES PARK CREEK	PPC - BOX BEAM	MUNICIPALITY	24	5	5	5	N		88
1016404	LOVES PARK	GRAND AVE	LOVES PARK CREEK	CONC. CONT. SLAB	MUNICIPALITY	24	6	6	7	N		92.5
1016405	LOVES PARK	LOVES PARK DRIVE	LOVES PARK CREEK	CONC. CONT. SLAB	MUNICIPALITY	24	6	6	7	N		87.5
1016406	LOVES PARK	WINDSOR BLVD	LOVES PARK CREEK	PPC - BOX BEAM	MUNICIPALITY	24	4	5	6	N		83.1

Color Code Index:

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 Rated a 4 or Less, Rated to a 4 during current inspection

EXHIBIT E

S.N	Township	Facility Carried	Feature Crossed	Structure Type	Maint. Resp.	Insp. Inter.	Deck Condition	Super Rating	Sub. Rating	Cul. Cond.	Prev. Suff. Rating	Current Suff. Rating
1016408	LOVES PARK	CLIFFORD AVE	LOVES PARK CREEK	PPC - BOX BEAM	MUNICIPALITY	24	5	5	5	N		70.8
1016413	LOVES PARK	PEBBLE CREEK TRAIL	UNNAMED CREEK	CONC. CULVERT	MUNICIPALITY	24	N	N	N	5		81.4
1016414	LOVES PARK	MATERIAL AVE	LOVES PARK CREEK	CONC. CULVERT	MUNICIPALITY	48	N	N	N	7		99.9
1016415	LOVES PARK	RIVER LANE	LOVES PARK CREEK	CONC. CULVERT	MUNICIPALITY	48	N	N	N	7		99.9
1016416	LOVES PARK	WALKER AVE	LOVES PARK CREEK	PPC - BOX BEAM	MUNICIPALITY	48	7	7	7	N		100
1016417	LOVES PARK	JOHN STREET	LOVES PARK CREEK	PPC - BOX BEAM	MUNICIPALITY	48	7	7	7	N		100
1016418	LOVES PARK	ELM AVE	LOVES PARK CREEK	PPC - BOX BEAM	MUNICIPALITY	48	7	7	7	N		93.9
1016421	LOVES PARK	GARDEN PLAIN ROAD	LOVES PARK CREEK	PPC - BOX BEAM	MUNICIPALITY	48	8	8	8	N		100
1010162	MACHESNEY PARK	IL 251 W. FR. RD.	MC DONALD CREEK	CONC. SLAB	MUNICIPALITY	48	7	8	8	N		100
1015044	MACHESNEY PARK	BURDEN ROAD	BR ROCK RIVER	CONC. CULVERT	MUNICIPALITY	24	N	N	N	7		98.6
1015134	MACHESNEY PARK	ALPINE ROAD	WILLOW CREEK	CONC. CULVERT	MUNICIPALITY	24	N	N	N	6		95
1016501	MACHESNEY PARK	MINNS DRIVE	WILLOW CREEK	PPC - BOX BEAM	MUNICIPALITY	24	7	7	8	N		91.3
1016521	PECATONICA	JACKSON STREET	UNNAMED STREAM	CONC. CULVERT	MUNICIPALITY	48	N	N	N	8		98
1010021	ROCKFORD	FAU 3063 - STATE ST	ROCK RIVER	STEEL CONT. - MULTI BEAM	MUNICIPALITY	24	6	5	6	N		86
1010104	ROCKFORD	SPRING CREEK ROAD	SPRING CREEK	CONC. SLAB	MUNICIPALITY	24	6	6	6	N		83.7
1010105	ROCKFORD	FAU 4115 ST	KEITH CREEK	CONC. SLAB	MUNICIPALITY	36	4	4	4	5		117
1010113	ROCKFORD	AUBURN ST	ROCK RIVER	STEEL - MULTI BEAM	MUNICIPALITY	24	6	7	7	N		94.1
1015006	ROCKFORD	HARRISON AVE	S.E. DRAINAGE WAY	CONC. CULVERT	MUNICIPALITY	24	N	N	N	6		99.7
1015037	ROCKFORD	SIMPSON ROAD	FULLERS CR	CONC. CULVERT	MUNICIPALITY	24	N	N	N	5		81.2
1015043	ROCKFORD	MULFORD ROAD	SPRING CREEK	CONC. CULVERT	MUNICIPALITY	24	N	N	N	7		82.3
1015046	ROCKFORD	MULFORD ROAD	KEITH CREEK	CONC. CULVERT	MUNICIPALITY	24	N	N	N	5		84.1
1015055	ROCKFORD	HARRISON ROAD	KENT CREEK	CONC. CULVERT	MUNICIPALITY	24	N	N	N	6		92.5

Color Code Index:

Rated a 4 or Less, Rated to +1 during current inspection

EXHIBIT E

S.N	Township	Facility Carried	Feature Crossed	Structure Type	Maint. Resp.	Insp. Inter.	Deck Condition	Super Rating	Sub. Rating	Cul. Cond.	Prev. Suff. Rating	Current Suff. Rating
1015058	ROCKFORD	SAFFORD ROAD	KENT CREEK	CONC. CULVERT	MUNICIPALITY	24	N	N	N	6		92.5
1015063	ROCKFORD	PELLEY ROAD	FULLER CREEK	CONC. CULVERT	MUNICIPALITY	24	N	N	N	6		98.5
1015075	ROCKFORD	MULFORD ROAD	S BR KEITH CR	CONC. CULVERT	MUNICIPALITY	48	N	N	N	7		93.7
1015091	ROCKFORD	BELL SCHOOL ROAD	KEITH CREEK	CONC. CULVERT	MUNICIPALITY	48	N	N	N	7		99.3
1015127	ROCKFORD	RED OAK LANE	S BR KEITH CREEK	STEEL - CULVERT	MUNICIPALITY	24	N	N	N	7		100
1015135	ROCKFORD	SPRING LAKE ROAD	N BR KEITH CREEK	CONC. CULVERT	MUNICIPALITY	24	N	N	N	8		94.0
1015139	ROCKFORD	ALPINE ROAD	UNNAMED DRAINAGEWAY	CONC. CULVERT	MUNICIPALITY	48	N	N	N	7		84.6
1016000	ROCKFORD	AUBURN ST	KENT CREEK	PPC - BOX BEAM	MUNICIPALITY	24	5	5	6	N		70
1016001	ROCKFORD	LIBERTY DR	NW DRAINAGEWAY	PPC - BOX BEAM	MUNICIPALITY	24	5	5	7	N		81.2
1016002	ROCKFORD	GILBERT AVE	NW DRAINAGEWAY	PPC - BOX BEAM	MUNICIPALITY	24	5	5	8	N		80.2
1016003	ROCKFORD	TRAINER ROAD	SPRING CREEK	CONC. CULVERT	MUNICIPALITY	48	N	N	N	7		99.8
1016004	ROCKFORD	SEARLES AVE	NW DRAINAGEWAY	CONC. SLAB	MUNICIPALITY	48	8	8	8	N		91.4
1016005	ROCKFORD	ROCKFORD AVE	NW DRAINAGEWAY	CONC. SLAB	MUNICIPALITY	24	4	5	5	N		75.9
1016006	ROCKFORD	PIERCE AVE	NW DRAINAGEWAY	CONC. SLAB	MUNICIPALITY	48	7	7	7	N		100
1016007	ROCKFORD	BRADLEY AVE	NW DRAINAGEWAY	PPC - BOX BEAM	MUNICIPALITY	24	4	4	4	N		71.5
1016010	ROCKFORD	LOGISTICS PKWY	CREEK	CONC. CULVERT	MUNICIPALITY	48	N	N	N	9		100
1016011	ROCKFORD	STONERIDGE DR	SPRING CREEK	PPC - BOX BEAM	MUNICIPALITY	48	8	8	8	N		88
1016025	ROCKFORD	ALPINE RD	SPRING CREEK	CONC. CULVERT	MUNICIPALITY	24	N	N	N	5		64.4
1016027	ROCKFORD	CHEROKEE WOOD LN	SPRING CREEK	CONC. CULVERT	MUNICIPALITY	24	N	N	N	7		98.5
1016028	ROCKFORD	IMPERIAL OAKS DR	SPRING CREEK	CONC. CULVERT	MUNICIPALITY	24	N	N	N	5		84.9
1016029	ROCKFORD	SPRING LAKE DR	SPRING CREEK	CONC. CULVERT	MUNICIPALITY	24	N	N	N	7		92.5
1016031	ROCKFORD	BRADLEY RD	SPRING CREEK	CONC. CULVERT	MUNICIPALITY	24	N	N	N	6		99.3

Color Code Index:

Yellow, Green, Blue, Red, Rated a 4 or Less, Rated 6 or 7 during current inspection.

EXHIBIT E

S.N	Township	Facility Carried	Feature Crossed	Structure Type	Maint. Resp.	Insp. Inter.	Deck Condition	Super Rating	Sub. Rating	Col. Cond.	Prev. Suff. Rating	Current Suff. Rating
1016032	ROCKFORD	EL RANCHO LN	SPRING CREEK	CONC. CULVERT	MUNICIPALITY	48	N	N	N	7		100
1016034	ROCKFORD	EISENHOWER DRIVE	SPRING CREEK	CONC. CULVERT	MUNICIPALITY	24	N	N	N	6		86.5
1016042	ROCKFORD	10TH AV	KEITH CREEK	CONC. - ARCH DECK FILLED	MUNICIPALITY	24	N	5	5	N		82.7
1016043	ROCKFORD	5TH AVE	KEITH CREEK	CONC. SLAB	MUNICIPALITY	24	4	4	4	N		88
1016044	ROCKFORD	4TH ST	KEITH CREEK	CONC. THICK CURB&G	MUNICIPALITY	24	4	4	4	N		90.1
1016052	ROCKFORD	11TH STREET	KEITH CREEK	PPC - BOX BEAM	MUNICIPALITY	24	6	6	7	N		99.7
1016057	ROCKFORD	20TH ST	KEITH CREEK	ALUM. SLAB	MUNICIPALITY	24	4	4	4	N		82
1016058	ROCKFORD	7TH STREET	KEITH CREEK	STEEL - MULTI BEAM	MUNICIPALITY	48	7	8	8	N		98.3
1016059	ROCKFORD	HUNTER AVE	KEITH CREEK	CONC. CULVERT	MUNICIPALITY	24	N	N	N	6		99.8
1016060	ROCKFORD	FAIRVIEW BL	KEITH CREEK NORTH BR	CONC. CONT. SLAB	MUNICIPALITY	24	8	8	7	N		78.3
1016061	ROCKFORD	MORSAY DR	KEITH CREEK NORTH BR	CONC. CONT. SLAB	MUNICIPALITY	48	8	8	7	N		82.8
1016062	ROCKFORD	ALPINE RD	KEITH CREEK SOUTH BR	CONC. CULVERT	MUNICIPALITY	24	5	8	8	4		71.4
1016066	ROCKFORD	EAST LAWN DR	KEITH CREEK SOUTH BR	CONC. CULVERT	MUNICIPALITY	24	N	N	N	6		97.7
1016067	ROCKFORD	15TH STREET	KEITH CREEK	PRECAST CHANNEL BEAM	MUNICIPALITY	48	7	7	8	N		100
1016070	ROCKFORD	9TH STREET	KEITH CREEK	CONC. SLAB	MUNICIPALITY	24	6	6	7	N		88.5
1016071	ROCKFORD	6TH ST	KEITH CREEK	CONC. SLAB	MUNICIPALITY	24	6	6	7	N		97.8
1016072	ROCKFORD	20TH AVE W	KEITH CREEK	PPC - BOX BEAM	MUNICIPALITY	24	4	4	4	N		82.9
1016073	ROCKFORD	FAIRVIEW AVE	SO BR OF KEITH CR	CONC. CULVERT	MUNICIPALITY	48	N	N	N	7		84.6
1016081	ROCKFORD	TAFT ROAD	S.E. DRAINAGEWAY	CONC. CULVERT	MUNICIPALITY	24	N	N	N	6		92.5
1016082	ROCKFORD	BROOKE AND 9TH ST	S.E. DRAINAGEWAY	CONC. CULVERT	MUNICIPALITY	24	N	N	N	6		76.6
1016083	ROCKFORD	REED AVE	S.E. DRAINAGEWAY	CONC. CULVERT	MUNICIPALITY	24	N	N	N	6		100
1016085	ROCKFORD	HANSON ST	S.E. DRAINAGEWAY	CONC. CULVERT	MUNICIPALITY	24	N	N	N	7		93.9

Color Code Index:

Rated a 4 or Less, [Reviewed 31 January 2022](#) by [Dorcas](#)

EXHIBIT E

S.N	Township	Facility Carried	Feature Crossed	Structure Type	Maint. Resp.	Insp. Inter.	Deck Condition	Super Rating	Sub. Rating	Cul. Cond.	Prev. Suit. Rating	Current Suff. Rating
1016086	ROCKFORD	MARSHALL ST	S.E. DRAINAGEWAY	CONC. CULVERT	MUNICIPALITY	24	N	N	N	5		82.9
1016090	ROCKFORD	FRANKLIN AVE	SE DRAINAGEWAY	CONC. CULVERT	MUNICIPALITY	24	N	N	N	4		87.6
1016092	ROCKFORD	WESLEYAN AND 22ND ST	S.E. DRAINAGEWAY	CONC. CULVERT	MUNICIPALITY	24	N	N	N	6		78.7
1016095	ROCKFORD	WILLIS AV	S.E. DRAINAGEWAY	CONC. CULVERT	MUNICIPALITY	24	N	N	N	5		81.9
1016103	ROCKFORD	COACHMAN DRIVE	KEITH CREEK	PRECAST - 3 SIDED STR.	MUNICIPALITY	48	N	5	5	N		94.5
1016107	ROCKFORD	HORACE AVE	KENT CREEK	CONC. CULVERT	MUNICIPALITY	48	N	N	N	7		99.9
1016108	ROCKFORD	MORGAN ST	ROCK RIVER	STEEL - ARCH THRU	MUNICIPALITY	24	8	8	5	N		76.9
1016109	ROCKFORD	HARRISON AVE W B	CN & UP RR	STEEL CONT. - MULTI BEAM	MUNICIPALITY	24	3	3	5	N		79.5
1016111	ROCKFORD	HARRISON AVE E B	CN & UP RR	STEEL CONT. - MULTI BEAM	MUNICIPALITY	24	5	8	5	N		77.4
1016115	ROCKFORD	JEFFERSON ST	KENT CREEK	PPC - BOX BEAM	MUNICIPALITY	24	1	1	5	N		76
1016117	ROCKFORD	SCHOOL ST	KENT CREEK	PPC - BOX BEAM	MUNICIPALITY	24	6	6	7	N		80.3
1016120	ROCKFORD	CORBIN ST	KENT CREEK	PPC - BOX BEAM	MUNICIPALITY	24	5	5	7	N		87.9
1016123	ROCKFORD	BEEDFORD AVE	S. BRUSH CREEK & STAGE	STEEL - MULTI BEAM	MUNICIPALITY	24	4	4	5	N		88.4
1016124	ROCKFORD	S. CENTRAL AVENUE	S. BR. OF KENT CREEK	CONC. SLAB	MUNICIPALITY	24	5	8	7	N		90.3
1016125	ROCKFORD	INDEPENDENCE AVE	S BR KENT CREEK	CONC. SLAB	MUNICIPALITY	48	8	8	8	N		92.2
1016126	ROCKFORD	WINNEBAGO STREET	KENT CR & RR TRACKS	PRESTRES. CONC. DK. CIRCL	MUNICIPALITY	24	7	6	6	N		50.8
1016129	ROCKFORD	CEDAR ST	KENT CREEK	PPC - BOX BEAM	MUNICIPALITY	24	5	5	7	N		87.9
1016130	ROCKFORD	WILSON ST	KENT CREEK	PPC - BOX BEAM	MUNICIPALITY	24	4	5	4	N		81
1016130	ROCKFORD	HARRISON AVE	ROCK RIVER	STEEL - MULTI BEAM	MUNICIPALITY	24	6	6	6	N		96.5
1016135	ROCKFORD	JEFFERSON ST	ROCK RIVER & MADISON ST	CONC. - ARCH DECK OPEN	MUNICIPALITY	24	6	9	8	N		72.5
1016136	ROCKFORD	WHITMAN ST	ROCK RIVER	STEEL - MULTI BEAM	MUNICIPALITY	24	7	5	7	N		70.7
1016137	ROCKFORD	15TH AVE	ROCK RIVER	STEEL - MULTI BEAM	MUNICIPALITY	24	5	5	6	N		71.3

Color Code Index:

Blue = Good, Yellow = Fair, Red = Poor, Green = Satisfactory, Orange = Rated a 4 or Less, Rated to a 4 during current inspection

EXHIBIT E

S.N	Township	Facility Carried	Feature Crossed	Structure Type	Maint. Resp.	Insp. Inter.	Deck Condition	Super Rating	Sub. Rating	Cul. Cond.	Prev. Suf. Rating	Current Suf. Rating
1016141	ROCKFORD	MILFORD AV	DRAINAGEWAY	CONC. CULVERT	MUNICIPALITY	24	N	N	N	7		92.5
1016148	ROCKFORD	RAILROAD AVENUE	KEITH CREEK	STEEL - MULTI BEAM	MUNICIPALITY	24	9	9	9	N		98.7
1016150	ROCKFORD	MERIDIAN RD	BR N OF KENT CR	STEEL CONT. - MULTI BEAM	MUNICIPALITY	48	6	7	5	N		95.6
1016154	ROCKFORD	PORTER ROAD	BR KENT CREEK	STEEL CONT. - MULTI BEAM	MUNICIPALITY	48	7	8	8	N		99.6
1016155	ROCKFORD	SAMUELSON ROAD	UNNAMED DRAIN DITCH	CONC. CULVERT	MUNICIPALITY	48	N	N	N	7		83.9
1016157	ROCKFORD	AUBURN RD	BR OF KENT CREEK	STEEL CONT. - MULTI BEAM	MUNICIPALITY	48	6	6	6	N		94.7
1016158	ROCKFORD	SPRING CREEK ROAD	SPRING CREEK	CONC. CULVERT	MUNICIPALITY	48	N	N	N	8		81.1
1016159	ROCKFORD	ALPINE RD-FAP 412	S BR OF KEITH CR	CONC. CULVERT	MUNICIPALITY	24	N	N	N	9		72.7
1016700	ROCKFORD	WHITMAN ST	MADISON ST & RR	STEEL - MULTI BEAM	MUNICIPALITY	24	8	5	7	N		68.6
1016200	ROCKFORD	N 50TH EXT 10 2ND	BR BRANCH OF KEITH CR	STEEL CONT. - MULTI BEAM	MUNICIPALITY	24	8	4	3	N		49
1016204	ROCKFORD	KISHWAUKEE ST	DRAINAGE DITCH	CONC. CULVERT	MUNICIPALITY	46	N	N	N	7		83.6
1016344	ROCKFORD	18TH ST	KEITH CREEK	PRECAST CHANNEL BEAM	MUNICIPALITY	48	7	7	6	N		95.2
1016601	ROCKFORD	W 5TH STREET	UNNAMED CREEK	TIMBER MULTI BEAM	RAILROAD	24	8	3	4	N		32.4
1010161	ROSCOE	IL 251 FR RD	DRY CREEK	CONC. SLAB	MUNICIPALITY	48	7	7	8	N		100
1013078	ROSCOE	WILLOWBROOK RD	N KINNICKINNICK CR	PPC - BOX BEAM	MUNICIPALITY	24	7	5	6	N		71
1013059	ROSCOE	LOVE ROAD	DRY RUN CREEK	CONC. CULVERT	MUNICIPALITY	24	N	N	N	6		74.7
1013073	ROSCOE	LIDDLE ROAD	UNNAMED CREEK	CONC. CULVERT	MUNICIPALITY	21	N	N	N	7		92.5
1015129	ROSCOE	MCDONALD ROAD	MCDONALD CREEK	CONC. CULVERT	MUNICIPALITY	48	N	N	N	7		99.3
1015134	ROSCOE	CH 52(WILLOW BROOK)	BRANCH OF DRY CREEK	CONC. CULVERT	MUNICIPALITY	48	N	N	N	8		98.9
1016601	ROSCOE	MAIN STREET	KINNICKINNICK CREEK	CONC. CONT. SLAB	MUNICIPALITY	48	7	7	5	N		97.1
1016602	ROSCOE	SWANSON DR	S BR MCDONALD CRK	PRECAST CONC. CULVERT	MUNICIPALITY	24	N	N	N	6		90.5
1016302	SOUTH BELOIT	PARK AVE	TURTLE CREEK	PPC - I BEAM	MUNICIPALITY	18	8	7	7	N		99.6

Color Code Index:

Rated a 4 or Less, it tied to a 4 during current inspection

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

17-CR-XXX

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

**RESOLUTION AUTHORIZING A CHANGE ORDER FOR THE
RIVERSIDE & FOREST HILLS JOINT REPAIR
SECTION 17-00000-01-GM, CHANGE ORDER #2**

WHEREAS, the County of Winnebago is constructing the Riverside & Forest Hills Joint Repair Project; and

WHEREAS, the contractor is Rock Road Companies Inc.; and

WHEREAS, attached hereto is the Request for Authorization for Change Order Number #2 for Section 17-00000-01-GM for various items. The net cost decrease is \$12,348.34; and

WHEREAS, it is necessary for the County of Winnebago to authorize the attached Change Order.

NOW, THEREFORE, BE IT RESOLVED, by the County Board of the County of Winnebago, Illinois, that the County Board authorizes the Change Order to the previously executed contract.

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

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

**Respectfully submitted,
PUBLIC WORKS COMMITTEE**

AGREE

Dave Kelley, Chairman

David Boomer

Burt Gerl

Dave Tassoni

Jim Webster

DISAGREE

Dave Kelley, Chairman

David Boomer

Burt Gerl

Dave Tassoni

Jim Webster

The above and foregoing Resolution was adopted by the County Board of the County of Winnebago, Illinois this _____ day of _____, 2017.

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

ATTEST:

Margie Mullins, Clerk of the
County Board of the
County of Winnebago, Illinois



BLR 13210 (Rev. 11/07/13)

Total Net Change: \$ (12,348.34)

Amount of Original Contract: \$ 244,286.50

Amount of Previous Change Orders: \$ (11,282.23)

Amount of adjusted/final contract: \$ 220,655.93

Total net deduction to date \$ (23,630.57) which is -9.67 % of the contract price.
(addition, deduction)

State fully the nature and reason for the change: _____

When the net increase or decrease in the cost of the contract is \$10,000.00 or more, or the time of completion is increased or decreased by 30 days or more, one of the following statements must be checked:

- ☐ The undersigned has determined that the circumstances which necessitate this change were not reasonably foreseeable at the time the contract was signed.
- ☒ The undersigned has determined that the change is germane to the original contract as signed.
- ☐ The undersigned has determined that this change is in the best interest of the Local Agency and is authorized by law.

Prepared by: 
PROJECT MANAGER
Title of Preparer

For County and Road District Projects

Highway Commissioner

Date

Submitted/Approved

County Engineer/Superintendent of Highways

Date

For Municipal Projects

Municipal Officer

Title of Municipal Officer

Date

Approved

Regional Engineer

Date

Note: Make out separate form for change in length quantities.
Give net quantities
Submit 6 Originals
If plans are required attached 3 sets.

