

**Winnebago County Board  
Regular Adjourned Meeting  
Thursday, April 26, 2018**

**A M E N D E D   A G E N D A**

**Call to Order -----CHAIRMAN FRANK HANEY**

**Agenda Changes-----CHAIRMAN FRANK HANEY**

**Roll Call-----COUNTY CLERK, TIANA J. McCALL**

**Invocation -----D. REDD**

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

**Awards                               -   None**

**Presentations                       -   None**

**Proclamations                   -   “St. Ambrogio Mutual Benefit Society’s 100<sup>th</sup>  
Anniversary” – Accepted by George Mattis,  
President of St. Ambrogio Society and Valeri  
DeCastris, Member of St. Ambrogio Ladies  
Auxilliary**

**-   “Public Health Accreditation” – Accepted by Dr.  
Sandra Martell, Public Health Administrator,  
Winnebago County Health Department**

**-   “30<sup>th</sup> Anniversary of the Great American Cleanup”  
Accepted by Frank Manzullo, Great American  
Cleanup Coordinator**

**Public Participation - None**

## **Minutes**

**“May I Please Have a Motion to Approve the Minutes from March 22, 2018 Meeting and to Layover the Minutes from the April 12, 2018 Meeting.**

**Announcements & Communications-----TIANA J. McCALL**

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

- 1. County Clerk McCall received from the United States Nuclear Regulatory Commission the following:**
  - a. Agenda for Meeting with Exelon Generation Company, LLC to discuss draft guidance regarding emergency response organization staffing**
  - b. Federal Register / Vol. 83, No. 79 /Tuesday, April 24, 2018 / Notices**
  - c. Final Director’s Decision - Barry Quigley 10 CFR 2.206 Petition Regarding Exelon's Byron and Braidwood Stations**
- 2. County Clerk McCall received from Comcast a letter regarding the following:**
  - a. Addition to the Digital Economy Package**
  - b. Changes to the Comcast channel line-up in our community.**
- 3. County Clerk McCall received from the Winnebago County Treasurer, Sue Goral the Treasurer Bank Balances Report for March, 2018.**
- 4. County Clerk McCall received from Charter Communications Spectrum Television Channel Line-up – Channel Changes for the following:**
  - a. County of Winnebago**
  - b. Township of Roscoe**
  - c. Township of Harlem**
  - d. Township of Rockton**

5. **County Clerk McCall received from the Illinois Commerce Commission a Notice of Public Forum scheduled for the following location, date and time:**

**Johnsburg High School Gymnasium, 2002 West Ringwood Road,  
Johnsburg, Illinois, on May 7, 2018, at the hour of 7:00 P.M.**

**For the purpose of received public comment concerning proposed general increase  
in water and sewer rates proposed by Utility Services of Illinois, Inc.**

**GO TO REGULAR AGENDA**

**REVISED**  
**4/24/18**  
**WINNEBAGO COUNTY BOARD**  
**AGENDA**



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

**Thursday, April 26, 2018**  
**6:00 p.m.**

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

- Awards – None
- Presentations – None
- Proclamations –
  - “St. Ambrogio Mutual Benefit Society’s 100<sup>th</sup> Anniversary” – Accepted by George Mattis, President of St. Ambrogio Society and Valeri DeCastris, Member of St. Ambrogio Ladies Auxilliary
  - “Public Health Accreditation” – Accepted by Dr. Sandra Martell, Public Health Administrator, Winnebago County Health Department
  - “30<sup>th</sup> Anniversary of the Great American Cleanup” – Accepted by Frank Manzullo, Great American Cleanup Coordinator

**Board Member Correspondence**

**Chairman’s Report**

**County Administrator’s Report**

**Consent Agenda**

- Raffle Report
- Bills

**Standing Committee Reports**

1. **Finance Committee – Ted Biondo, Committee Chairman**
  - A. Committee Report
  - B. Budget Amendment 2018-023 – Budget Neutral – Sheriff Grant for New Speed Trailer to be Laid Over
  - C. Budget Amendment 2018-024 – Host Fee Budget Amendment to be Laid Over
2. **Zoning Committee – Jim Webster, Committee Chairman**



A. Planning and/or Zoning Requests:

1. Z-04-18 A map amendment to rezone from the AG District to the RE District for the property commonly known as 8270 Tate Road, Rockford, IL 61101 in Owen Township, District 1 to be laid over
2. SU-02-18 A special use permit to allow a batch plant inclusive of an asphalt / concrete crushing and storage facility in the AG, Agricultural Priority District for the property commonly known as 11200 N. Main Street, Rockton, IL 61072 in Rockton Township, District 2 to be laid over

**3. Economic Development Committee – Fred Wescott, Committee Chairman**

- A. Committee Report
- B. Resolution Approving Recommendations for 2018 Host Fee Allocations and Complete Listing of Host Fee Allocations for Fiscal Year 2018
- C. Resolution to Approve Payment of Architectural Services Rendered
- D. Resolution Granting Authority to the Winnebago County Board Chairman to Execute the Documents Necessary to Complete a Loan for \$50,000 from the Revolving Loan Fund to Spare Part Solutions, Inc. and Kebby Industries, Inc.
- E. Resolution Approving a Redevelopment Agreement by and Between the County of Winnebago, Illinois and Quickstart 39 LLC

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

- A. Committee Report
- B. Resolution Affixing Compensation and Other Benefits for Certain Elected County Officials
- C. Resolution Authorizing Joint Purchasing Seal Coating Services
- D. Resolution Establishing a Special Committee on County Government Efficiency
- E. Resolution Denouncing Neo-Nazi and White Supremacist Actions in Winnebago County

**5. Public Works Committee – Dave Kelley, Committee Chairman**

- A. Committee Report

**6. Public Safety Committee – Dave Fiduccia, Committee Chairman**

- A. Committee Report
- B. Resolution Authorizing Execution of Traffic and Parking Enforcement Agreement with Cherry Vale Mall, LLC
- C. Resolution Approving Position Requisition for Sheriff's Deputy Position for Winnebago County Sheriff's Department
- D. Resolution to Approve Agreement for Phase 1 Lean Implementation Consulting Services in Sheriff's Department
- E. Resolution Authorizing the Execution of Intergovernmental Cooperation Agreement With the City of Rockford for Temporary 911 Call Taking and Dispatch Services

**Unfinished Business**

**New Business**

## **Adjournment**

**Next Meeting: Thursday, May 10, 2018**



# Proclamation

## *In Recognition of*

### **St. Ambrogio Mutual Benefit Society's 100<sup>th</sup> Anniversary**

**WHEREAS,** the St. Ambrogio Mutual Benefit Society was founded on May 1, 1918 at a club located at 802 Montague Street in south Rockford by immigrants from our Sister City of Ferentino, Italy and is celebrating its 100<sup>th</sup> Anniversary this year; and

**WHEREAS,** the Society was established to provide Rockford's community of Italian immigrants with a meeting place to preserve and continue their cultural traditions and enjoy fellowship and assimilation assistance; and

**WHEREAS,** the Society was named in honor of Ferentino's revered patron Saint, who is codified in the ancient city's laws with official holidays and festivities and likewise, is honored in Rockford at the St. Ambrogio Club's Annual Feast in August; and

**WHEREAS,** the St. Ambrogio Club is proud to be the last remaining Italian social club of many that existed in south Rockford over the last century. It is an important landmark and a valuable part of Rockford's history; and

**WHEREAS,** today the St. Ambrogio Society's Club remains a vibrant and thriving institution with hundreds of members of all ages, an active ladies auxiliary, men's and women's bocce leagues, weekly fish fries, breakfasts, lunches, and special events.

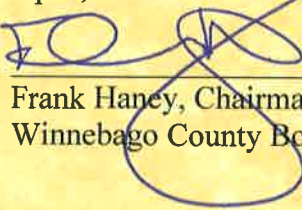
**NOW, THEREFORE,** I, FRANK HANEY, Chairman of the Winnebago County Board do hereby recognize:

### **"St. Ambrogio Mutual Benefit Society's 100<sup>th</sup> Anniversary"**

and urge all citizens to join me in commemorating this milestone.



IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the County of Winnebago, Illinois to be affixed this 26<sup>th</sup> day of April, 2018.

  
\_\_\_\_\_  
Frank Haney, Chairman  
Winnebago County Board





## PROCLAMATION

### *In Recognition of* “PUBLIC HEALTH ACCREDITATION”

**WHEREAS**, the first Board of Health in Winnebago County was established on June 13, 1854 to promote a safer and healthier community; and

**WHEREAS**, the Public Health Accreditation Board awarded the Winnebago County Health Department national accreditation status on November 14, 2017; and

**WHEREAS**, the Public Health Accreditation Board is a non-profit, non-governmental organization supported by the Centers for Disease Control and Prevention and the Robert Wood Johnson Foundation that provides national public health accreditation for state, territorial, local, and tribal health departments; and

**WHEREAS**, a total of 220 health departments as well as 1 statewide integrated local public health department system have achieved accreditation through the Public Health Accreditation Board as of February 20, 2018; and

**WHEREAS**, national accreditation is official recognition that the Winnebago County Health Department meets or exceeds the rigorous standards established by the Public Health Accreditation Board as determined by a multi-faceted peer-reviewed assessment process; and

**WHEREAS**, national accreditation is a five year designation recognizing the Winnebago County Health Department's capacity and commitment to protect and promote the health of our community; and

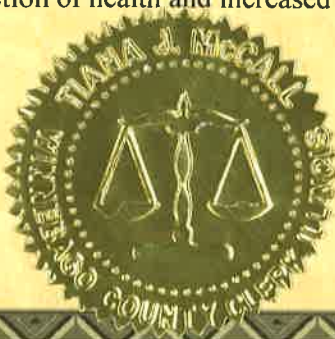
**WHEREAS**, national accreditation was made possible by the Winnebago County Health Department's partnerships with the many organizations in its community as the application process engaged governmental and non-governmental partners across our county; and

**WHEREAS**, the Winnebago County Health Department, as part of the public health accreditation application process, worked with the community to assess the health of the population and develop a plan to work with organizations throughout the county to address priorities for improved health to achieve its mission to “Prevent disease, promote health and enlist community efforts to improve the health of all Winnebago County residents.”

**NOW, THEREFORE BE IT RESOLVED**, I, FRANK HANEY, Chairman of the Winnebago County Board do hereby recognize the exemplary efforts of the Winnebago County Health Department, its partner agencies, and our community for achieving national accreditation and outstanding dedication in the protection of health and increased longevity for all Winnebago County residents.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the County of Winnebago, Illinois to be affixed this 26<sup>th</sup> day of April, 2018.

Frank Haney, Chairman  
Winnebago County Board







# **Proclamation** *In Recognition of* **the 30<sup>th</sup> Anniversary of the** **“Great American Cleanup” in** **Winnebago County**

**WHEREAS,** Keep Northern Illinois Beautiful is a local non-profit dedicated to preserving our local environment through education, community involvement, and public awareness; and

**WHEREAS,** Winnebago County is proud of its natural resources and its neighborhoods and seeks to protect and improve our community through the action of citizens, government, and businesses working together; and

**WHEREAS,** on April 28, 2018 thousands of volunteers from neighborhood groups, Adopt a Highway programs, and service organizations will gather to cleanup our community; and

**NOW, THEREFORE,** I, Frank Haney, Chairman of the Winnebago County Board do hereby proclaim the day of April 28<sup>th</sup> to be:

## **the 30<sup>th</sup> Anniversary of the** **“GREAT AMERICAN CLEANUP”**

in Winnebago County, and urge all citizens to join in cleanup projects throughout the County on April 28, 2018; and to remember to work every day to keep our community clean, green, and healthy.



IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the County of Winnebago, Illinois to be affixed this 26<sup>th</sup> day of April, 2018.

**Frank Haney, Chairman**  
**Winnebago County Board**

# **CHAIRMAN'S REPORT**

# **ADMINISTRATOR'S REPORT**

# **CONSENT AGENDA**



## RAFFLE APPLICATION REPORT

Presently the County Clerk's office has Raffle Applications submitted by  
10 different organizations for 10 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
29768	1	BLACKHAWK AREA COUNCIL BOY SCOUTS OF AMERICA	05/01/2018-09/08/2018	\$4,700.00
29769	1	INTERNATIONAL WOMEN'S BASEBALL CENTER	05/30/2018-05/30/2018	\$4,999.00
29770	1	NAMI NORTHERN ILLINOIS	06/11/2018-06/11/2018	\$4,999.00
29771	1	ROCKFORD PARK DISTRICT FOUNDATION	04/27/2018-05/11/2018	\$4,000.00
29772	1	ROLLING GREEN PTO	04/27/2018-05/18/2018	\$500.00
29773	1	ST. JAMES CATHOLIC CHURCH	04/27/2018-07/22/2018	\$2,000.00
29774	1	TRI COUNTY ALLIANCE	06/01/2018-01/05/2019	\$18,400.00
29775	1	WHITE EAGLE CLUB OF ROCKFORD	05/01/2018-07/21/2018	\$2,000.00
29776	1	WINNEBAGO COUNTY CASA	04/27/2018-05/18/2018	\$4,998.00

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
29777	1	BENEFIT FOR VICTORIA PEPPERS-RUGGLES	05/06/2018-05/06/2018	\$4,999.00

The Following Have Requested A Class D, E, & F Limited Annual License				
LICENSE #	# OF RAFFLES	NAME OF ORGANIZATION	LICENSE DATES	AMOUNT

This concludes my report

Deputy Clerk Angela Reina

TIANA J. MCCALL  
Winnebago County Clerk

Date 26-Apr-18

RESOLUTION

TO THE HONORABLE COUNTY BOARD OF WINNEBAGO COUNTY:


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

	<u>FUND NAME</u>	<u>RECOMMENDED FOR PAYMENT</u>
001	GENERAL FUND	5,107,604.60
101	PUBLIC SAFETY TAX	2,566,551.16
102	MARRIAGE AND CIVIL UNION FUND	198.36
103	DOCUMENT STORAGE FUND	122,905.64
104	TREASURER'S DELINQUENT TAX FU	5,572.92
105	VITAL RECORDS FEE FUND	2,215.69
106	RECORDERS DOCUMENT FEE FUND	170,798.57
107	COURT AUTOMATION FUND	40,282.29
109	VICTIM IMPACT PANEL FEE	800.00
110	CHILD SUPPORT & COLLECTIN FE	11,329.66
111	CHILDREN'S WAITING ROOM FUND	11,742.02
114	911 OPERATIONS FUND	50,053.17
115	PROBATION SERVICE FUND	43,316.32
116	HOST FEE FUND	344,750.00
120	DEFERRED PROSECUTION PROGRAM	5,931.60
126	LAW LIBRARY	31,867.52
131	DETENTION HOME	313,995.86
140	WINGIS GEOR INFO SYSTEMS FUND	52,464.30
145	FORECLOSURE MEDIATION FUND	2,450.57
155	MEMORIAL HALL	19,144.36
158	CHILD ADVOCACY PROJECT	67,661.27
161	COUNTY HIGHWAY	350,853.62
162	COUNTY BRIDGE FUND	44,812.93
163	FEDERAL AID MATCHING FUND	149,184.09
164	MOTOR FUEL TAX FUND	163,397.98
181	VETERANS ASSISTANCE FUND	97,584.28
185	HEALTH INSURANCE	763,724.93
192	EMPLOYER SOCIAL SECURITY FUND	514,287.31
193	ILLINOIS MUNICIPAL RETIRE	841,966.17
194	TORT JUDGMENT & LIABILITY	260,760.75
301	HEALTH GRANTS	956,046.54
303	STATE'S ATTORNEY GRANT	42,161.32
304	PROBATION GRANTS	4,320.00
308	IEMA STATE-LOCAL HAZARD MIT	220.00
309	CIRCUIT COURT GRANT FUND	225,159.73
401	RIVER BLUFF NURSING HOME	1,462,669.64
410	ANIMAL SERVICES	277,229.49
420	555 N COURT OPERATIONS FUND	36,740.09
430	WATER FUND	7,735.91

CONTINUATIONFUND NAMERECOMMENDED FOR PAYMENT

501	INTERNAL SERVICES	22,395.45
748	2012F ALTERNATE REVENUE BONDS	69.62
	TOTAL THIS REPORT	<u>15,192,955.73</u>

The adoption of this report is hereby recommended:

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

ADOPTED: This 26th day of April 2018 at the City of Rockford, Winnebago County, Illinois.

\_\_\_\_\_  
Frank Haney, Chairman of the  
Winnebago County Board of  
Rockford, Illinois

ATTEST:

\_\_\_\_\_  
Tiana McCall, Clerk of the Winnebago  
County Board of Rockford, Illinois

# **FINANCE COMMITTEE**

**2018 Fiscal Year**

Sponsored by:

Ted Biondo, Finance Committee Chairman

Finance: April 19, 2018

Lay Over: April 26, 2018

**Final Vote: May 10, 2018****2018 CO****TO: THE HONORABLE MEMBERS OF THE COUNTY OF WINNEBAGO, ILLINOIS**

The Winnebago County Finance Committee presents the following Ordinance amending the Annual Appropriation Ordinance for the fiscal year ending September 30, 2018 and recommends its adoption.

**ORDINANCE**

**WHEREAS**, the Winnebago County Board adopted the "Annual Budget and Appropriation Ordinance" for the fiscal year ending September 30, 2018 at its September 28, 2017 meeting; and,

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

**NOW, THEREFORE, BE IT ORDAINED**, that the County Board deems that pursuant to the provisions as set forth in 55ILCS 5/6-1003(2014), certain conditions have occurred in connection with the operations of the County which are deemed to be immediate emergencies; therefore the following increases are hereby authorized.

**2018-023 Sheriff**

**Reason:** The Sheriff's Office was awarded a grant from State Farm Insurance in the amount of \$10,595. The grant dollars will be used to purchase a new speed trailer for the department.

**Alternative:** None

**Impact to fiscal year 2019 budget:** None

**Revenue Source:** State Farm Insurance Grant

Acct Description	Org	Obj	Prj	
Other Dept Equipment	24000	46440		<u>\$10,595</u>
		<b>Total Adjustment:</b>		<u>\$10,595</u>

Respectfully Submitted,  
**FINANCE COMMITTEE**

**(AGREE)**

**(DISAGREE)**

\_\_\_\_\_  
TED BIONDO,  
FINANCE CHAIRMAN

\_\_\_\_\_  
TED BIONDO,  
FINANCE CHAIRMAN

\_\_\_\_\_  
GARY JURY

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GARY JURY

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JOE HOFFMAN

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JOE HOFFMAN

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BURT GERL

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BURT GERL

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DAVE BOOMER

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DAVE BOOMER

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STEVE SCHULTZ

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STEVE SCHULTZ

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JAIME SALGADO

\_\_\_\_\_  
JAIME SALGADO

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

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

The above and foregoing Ordinance was adopted by the County Board of the County of Winnebago, Illinois this \_\_\_\_ day of \_\_\_\_\_ 2018.

ATTESTED BY:

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

\_\_\_\_\_  
TIANA MCCALL  
CLERK OF THE COUNTY BOARD  
OF THE COUNTY OF WINNEBAGO, ILLINOIS

2018  
WINNEBAGO COUNTY  
FINANCE COMMITTEE  
REQUEST FOR BUDGET AMENDMENT

DATE SUBMITTED:		4/13/2018		AMENDMENT NO:		2018-023	
DEPARTMENT:		SHERIFF		SUBMITTED BY:		GARY CARUANA	
FUND#:				DEPT. BUDGET NO.			
DEPT CODE	ACCT. NO.	ACCOUNT DESCRIPTION	BEGINNING BUDGET	ADJUSTED BUDGET	INCREASE (DECREASE)	REVISED BUDGET AMOUNT	
24000	46440	Other Dept Equipment	\$100,000		\$10,595	\$110,595	
TOTAL ADJUSTMENT:					\$	10,595	\$ 110,595 -
Reason budget amendment is required:							
The Sheriff's Office was awarded a grant from State Farm Insurance in the amount of \$10,595.							
The grant dollars will be used to purchase a new speed trailer for the department.							
Potential alternatives to budget amendment:							
N/A							
Impact to fiscal year 2019 budget:							
No Impact.							
Revenue Source:							
State Farm Insurance Grant							
Approval by staff liason: <i>Carla Paschke</i>							



**2018 Fiscal Year**

Sponsored by:

Ted Biondo, Finance Committee Chairman

Finance:

Lay Over:

**Final Vote:**

April 25, 2018

May 10, 2018

**May 24, 2018****2018 CO****TO: THE HONORABLE MEMBERS OF THE COUNTY OF WINNEBAGO, ILLINOIS**

The Winnebago County Finance Committee presents the following Ordinance amending the Annual Appropriation Ordinance for the fiscal year ending September 30, 2018 and recommends its adoption.

**ORDINANCE**

**WHEREAS**, the Winnebago County Board adopted the “Annual Budget and Appropriation Ordinance” for the fiscal year ending September 30, 2018 at its September 28, 2017 meeting; and,

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

**NOW, THEREFORE, BE IT ORDAINED**, that the County Board deems that pursuant to the provisions as set forth in 55ILCS 5/6-1003(2014), certain conditions have occurred in connection with the operations of the County which are deemed to be immediate emergencies; therefore the following increases are hereby authorized.

**2018-024 Host Fee Fund**

**Reason:** Long-term commitments were not previously included in Host Fee allocations, Budget Amendment 2018-003 was not necessary and new fiscal year allocations were approved by the Board and several previously approved allocations were reduced by the Board.

**Alternative:** None

**Impact to fiscal year 2019 budget:** None

**Revenue Source:** Host Fee revenue

<b><u>Acct Description</u></b>	<b><u>Org</u></b>	<b><u>Obj</u></b>	<b><u>Pri</u></b>	
Maintenance & Education –Host Fee	41700	43470		(78,000)
Host Fee Sharing Agreement	41700	43471		40,000
Capital Development-Host Fee	41700	43472		233,097
Workforce Development-Host Fee	41700	43473		(226,675)
Infrastructure-Host Fee	41700	43474		(180,008)
Community Programs-Host Fee	41700	43475		(36,350)
Legacy-Host Fee	41700	43476		114,000
Transfers to other funds	41700	49110		<u>375,004</u>
		<b><u>Total Adjustment:</u></b>		<b><u>\$241,068</u></b>

Respectfully Submitted,  
**FINANCE COMMITTEE**

**(AGREE)**

**(DISAGREE)**

\_\_\_\_\_  
TED BIONDO,  
FINANCE CHAIRMAN

\_\_\_\_\_  
TED BIONDO,  
FINANCE CHAIRMAN

\_\_\_\_\_  
GARY JURY

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GARY JURY

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JOE HOFFMAN

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BURT GERL

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DAVE BOOMER

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STEVE SCHULTZ

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STEVE SCHULTZ

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JAIME SALGADO

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JAIME SALGADO

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

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

The above and foregoing Ordinance was adopted by the County Board of the County of Winnebago, Illinois this \_\_\_\_ day of \_\_\_\_\_ 2018.

ATTESTED BY:

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

\_\_\_\_\_  
TIANA MCCALL  
CLERK OF THE COUNTY BOARD  
OF THE COUNTY OF WINNEBAGO, ILLINOIS

2018  
WINNEBAGO COUNTY  
FINANCE COMMITTEE  
REQUEST FOR BUDGET AMENDMENT

DATE SUBMITTED: 4/17/2018							AMENDMENT NO: 2018-024	
DEPARTMENT: Host Fee Fund							SUBMITTED BY: Julia Halstead	
FUND#: 0116							DEPT. BUDGET NO. 41700	
DEPT CODE	ACCT. NO.	ACCOUNT DESCRIPTION	BEGINNING BUDGET	ADJUSTED BUDGET	INCREASE (DECREASE)	REVISED BUDGET AMOUNT		
41700	43470	Maintenance & Education-Host Fee	\$78,000	\$78,000	(\$78,000)	\$0		
41700	43471	Host Fee Sharing Agreement	\$240,000	\$240,000	\$40,000	\$280,000		
41700	43472	Capital Development-Host Fee	\$2,041,550	\$2,041,550	\$233,097	\$2,274,647		
41700	43473	Workforce Development-Host Fee	\$508,050	\$508,050	(\$226,675)	\$281,375		
41700	43474	Infrastructure-Host Fee	\$428,050	\$428,050	(\$180,008)	\$248,042		
41700	43475	Community Programs-Host Fee	\$169,350	\$169,350	(\$36,350)	\$133,000		
41700	TBD	Legacy - Host Fee	\$0	\$0	\$114,000	\$114,000		
41700	49110	Transfers to Other Funds	\$815,000	\$815,000	\$375,004	\$1,190,004		
TOTAL ADJUSTMENT:					\$	241,068	\$ 4,521,068	
Reason budget amendment is required:								
Long-term commitments were not previously included in Host Fee allocations, and new fiscal year allocations were approved by the Board and several previously approved allocations were reduced by the Board.								
Potential alternatives to budget amendment:								
None								
Impact to fiscal year 2019 budget:								
No impact to the fiscal year 2019 budget.								
Revenue Source:								
Host Fee revenue								
Approval by staff liaison:								

# **ZONING COMMITTEE**



## County of Winnebago

404 Elm Street | Rockford, IL 61101

### Executive Summary

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Date: April 26, 2018  
To: Chairman and Members of the County Board  
Item: Zoning Committee Agenda of County Board - *Case Z-04-18*  
Prepared by: Troy A. Krup, Planning & Zoning Officer  
Regional Planning & Economic Development Department (RPED)

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**Governing Statute(s):** State of Illinois Counties Code, 55ILCS 5/Div. 5-12, Division 5-12. Zoning

**Governing County Ordinance:** Winnebago County Code, Chapter 90, Article 4, Section 4.1 Amendments

**Background:** The Applicant, Bradley Steward, is requesting a Map Amendment to rezone +/- 2.5 acres (gross) from the AG, Agricultural Priority District to the RE, Rural Estate District (a sub-district of the RA District) for property commonly known as 8270 Tate Road, Rockford, IL 61101 in Owen Township.

A public hearing was conducted for the above referenced case on April 11, 2018. All materials submitted and or testified to, including the Zoning Board of Appeal's (ZBA) findings of fact and recommendation are within the appeal's record that is made available to the County Board for review (via the link <http://wincoil.us/departments/regional-planning-economic-development/planning-zoning-division/zoning-case-information/>) approximately two weeks prior to Board consideration. State law requires that the decision of the County Board on this case or any other zoning case be based only on the record created and reviewed by the ZBA which has been closed. Any further evidence or testimony cannot be accepted nor can further pleas be entertained or considered by the County Board.

Questions regarding the appeal process and or schedule should be directed to the Planning & Zoning Division at (815) 319-4350 or [planningandzoning@wincoil.us](mailto:planningandzoning@wincoil.us)

**Recommendation:** The Board's Zoning Committee (ZC), chaired by Member Jim Webster, has examined the above referenced case/record, considered the evidence introduced at the hearing -both oral and documentary- and after being fully advised in all premises including the ZBA's findings of facts and recommendation with regard to the case, recommends that the Board conduct its first reading on the case at its April 26, 2018 meeting and approve case Z-04-18 at its May 10, 2018 meeting.

**Attachment**  
**ZONING COMMITTEE**  
**OF THE COUNTY BOARD AGENDA**  
April 26, 2018

**A. PLANNING AND/OR ZONING REQUESTS:**

**TO BE LAID OVER:**

1. Z-04-18 A Map Amendment to rezone +/- 2.5 acres (gross) from the AG, Agricultural Priority District to the RE, Rural Estate District (a sub-district of the RA District), requested by Bradley Steward, property owner, for property commonly known as 8270 Tate Road, Rockford, IL 61101 in Owen Township.  
PIN: 07-18-200-004 C.B. District: 1  
Les rating: 209 Consistent W/2030 LRMP – Future Map: NO  
**ZBA RECOMMENDS: APPROVAL (5-0)**  
**ZC RECOMMENDS: TBD**
  
2. SU-02-18 A special use permit to allow a batch plant inclusive of an asphalt/concrete crushing and storage facility in the AG, Agricultural Priority District, requested by Northern Illinois Service Co., applicant, represented by Attorney James A. Rodriguez, for property commonly known as 11200 N. Main Street, Rockton, IL 61072 in Rockton Township.  
PIN(s): 03-35-200-016 and Part of PINS: 03-35-200-015 C.B. District: 2  
& 03-35-200-017  
Les rating: NA Consistent W/2030 LRMP – Future Map: NA  
**ZBA RECOMMENDS: APPROVAL WITH ZBA CONDITIONS (6-1)**  
**ZC RECOMMENDS: TBD**

**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 a *Zoning Board of Appeals (ZBA)* meeting is scheduled for Wednesday, **May 9, 2018**, at 5:30 p.m. in Room 303 of the County Administration Building for the following petitions:
  1. Z-17-17 A Map Amendment to rezone +/- 14.65 acres from the AG, Agricultural Priority District to the A2, Agriculture-Related Business District for property commonly known as 6616 42<sup>nd</sup> St. in Cherry Valley Township, District 11.
  2. SU-09-17 A Special Use Permit for a Retreat Center in the A2, Agriculture-Related Business District for property commonly known as 6616 42<sup>nd</sup> St. in Cherry Valley Township, District 11.
  3. SU-10-17 A Special Use Permit for a Wedding and or Reception Facility in the A2, Agriculture-Related Business District for property commonly known as 6616 42<sup>nd</sup> St. in Cherry Valley Township, District 11.
  4. Z-05-18 A Map Amendment to rezone +/- 15 acres from the AG, Agricultural Priority District to the A2, Agriculture-Related Business District for property commonly known as 8236 Trask Bridge Road in Burrill Township, District 1.
  5. Z-06-18 A Map Amendment to rezone +/- 22 acres from the AG, Agricultural Priority District to the A2, Agriculture-Related Business District for property commonly known as Part of PIN: 07-18-400-002 (north portion of PIN), Tate Road, in Owen Township, District 1.
  6. Z-07-18 A Map Amendment to rezone +/- 30 acres from the AG, Agricultural Priority District to the A2, Agriculture-Related Business District for property commonly known as Part of PIN: 09-35-400-004 (south portion of PIN), N. Hoisington Road, in Pecatonica Township, District 1.

**Attachment**  
ZONING COMMITTEE  
OF THE COUNTY BOARD AGENDA  
April 26, 2018

- Chairman, Jim Webster, hereby announces that the next *Zoning Committee (ZC)* meeting is *tentatively* scheduled for Wednesday, **May 23, 2018**, at 5:30 p.m. in Room 303 of the County Administration Building.

# **ECONOMIC DEVELOPMENT COMMITTEE**





## Executive Summary

Date: April 20, 2018

Item: Resolution Approving Recommendations for 2018 Host Fee Allocations

Prepared by: Julia Halsted, Deputy County Administrator

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**Governing Statute:** 55 ILCS 5/5-1016 states, "A county board may manage the county funds and county business."

**County Ordinance:** 2018 CO 007 states, "Host Fee funds are to be awarded for economic development initiatives, programs, and projects."

**Associated Committee:** Economic Development Committee

**Committee Recommendation:** Pending review on April 25, 2018

**Background:** Per the Economic Development Committee's request, a comprehensive report of 2018 investments is provided herein. Based on updates in multi-year investment installments due, actual invoice amounts, and other developments, are recommended as described in the attached documentation.

**Recommendation:** It is recommended that the Economic Development Committee support this resolution for consideration by the Board on April 26, 2018.

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

Sponsored by: Fred Wescott  
Submitted by: Economic Development Committee

2018 CR

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**RESOLUTION APPROVING RECOMMENDATIONS FOR 2018  
HOST FEE ALLOCATIONS AND COMPLETE LISTING OF HOST  
FEE ALLOCATIONS FOR FISCAL YEAR 2018**

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**WHEREAS**, the County Board of the County of Winnebago, Illinois, previously approved an Ordinance Adopting a Host Fee Allocation and Award Policy for the use and allocation of host fee funds for economic development which sets forth categories of investment for these funds; and

**WHEREAS**, the County Board has determined that host fee funds are to be used for economic development, defined as growth-oriented community investment that benefits Winnebago County citizens and improves economic well-being and quality of life in the County; and

**WHEREAS**, the four categories of economic development encompassed by this policy are capital development, workforce development, infrastructure, and community development; and

**WHEREAS**, the recommendations meet the criteria of the Host Fee Allocation and Award Policy and have been endorsed by the Economic Development Committee.

**NOW, THEREFORE, BE IT AND IT IS HEREBY RESOLVED**, by the County Board of the County of Winnebago, Illinois, that the County of Winnebago allocate host fee funds as grant awards for fiscal year 2018 in accordance with the schedule attached hereto as Exhibit A.

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

Respectfully submitted,  
**ECONOMIC DEVELOPMENT COMMITTEE**

**(AGREE)**

**(DISAGREE)**

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FRED WESCOTT, CHAIRMAN

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FRED WESCOTT, CHAIRMAN

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L.C. WILSON

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L.C. WILSON

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DOROTHY REDD

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DOROTHY REDD

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JEAN CROSBY

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JEAN CROSBY

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DAVE FIDUCCIA

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DAVE FIDUCCIA

The above and foregoing Resolution was adopted by the County Board of the County of Winnebago, Illinois, this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

Attested by:

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

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Tiana McCall  
Clerk of the County Board  
of the County of Winnebago, Illinois

## 2018 Host Fee Fund Projections & Allocation Summary

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### HOST FEE FUND STATUS

Revenue Projection	\$ 3,940,000
2018 Allocations	\$ (3,941,068)
Projected Balance	\$ (1,068)

### RESERVE FUND STATUS

Beginning Fund Equity	\$ 2,445,572
2018 Allocations	\$ (580,000)
Current Balance	\$ 1,865,572
Reserve Fund Target to Fund 18-Month Commitments	\$ 3,583,062
Reserve Fund Over/Under	\$ (1,717,490)

### 2018 INVESTMENT SUMMARY

Category	Amount	2018 %
Capital	\$ 2,584,647	65.58%
Community	\$ 133,000	3.37%
Infrastructure	\$ 548,046	13.91%
Legacy	\$ 114,000	2.89%
Workforce	\$ 281,375	7.14%
Host Fee Sharing	\$ 280,000	7.10%
<b>Grand Total</b>	<b>\$ 3,941,068</b>	<b>100.00%</b>

Type	2018 %
Host Fee Sharing	7.12%
Multi-Year	58.17%
One-Time	34.71%
<b>Grand Total</b>	<b>100.00%</b>

## 41700 Host Fee Fund

## 2018 Allocations &amp; Multi-Year Installments Due

ORD/RES	Agent	Project	2018 Payment Amount
2017 CO 109	5Cast Plus	Financial Forecasting & Consultant Service	\$ 17,000
2018 CR 021	African-American Resource Center at Booker	Lighting Updates	\$ 6,000
2018 CR 021	Alignment Rockford	Police and Fire Career Academies and Pathways 2.0	\$ 22,000
2018 CR 021	Awaken Foundation	Awaken Café Culinary Program	\$ 5,000
2018 CR 021	Boys & Girls Club of Rockford	Fairground Boys & Girls Club Youth Development Program	\$ 56,250
2007 CR 006	City of Rockford	BMO Harris Banke Centre	\$ 460,000
2017 CR 113	City of Rockford	Barbara Coleman	\$ 320,000
<b>2018 CR TBD</b>	City of Rockford	Barbara Coleman Reduction in 2018 amount due	\$ (320,000)
2018 CR 021	Discovery Center Museum	Surrounded by Light Gallery Exhibit Tourism Attraction	\$ 2,000
<b>2018 CR TBD</b>	Dom Sawchuk	Phase I Lean Implementation, Sheriff's Office	\$ 19,700
2017 CO 109	Economic Development District of Northern Illinois/Region 1 Planning Council	Planning and research services	\$ 50,000
<b>2018 CR TBD</b>	Economic Development District of Northern Illinois/Region 1 Planning Council	Reduction in 2018 amount due	\$ (1,625)
2017 CO 096	Enterprise Document Management	Document management and pre-procurement investment	\$ -
2018 CR 021	Entrepreneur Club, The	Entrepreneurship Resource and Development Center	\$ 5,000
2017 CO 109	Fehr Graham	Prairie Road Pump Neighborhood Association Well Study	\$ 10,750
<b>2018 CR TBD</b>	Gary W. Anderson Architects	Architectural Services, International Women's Baseball Center	\$ 3,557
2018 CR 021	Girl Scouts of Northern Illinois	Inspire: A Teen Leadership Conference	\$ 5,000
2015 CR 121, 2017 CO 099	Greater Rockford Airport Authority	Maintenance Repair Organization	\$ 706,640
2018 CR 021	Hope in Recovery Employment, LLC	HIRE Grounds Café: Second Chance Employment	\$ 10,000
2018 CR 021	Illinois Department of Transportation	Water District Expansion - New Milford (2017 CR 107)	\$ 130,394
<b>2018 CR TBD</b>	Illinois Department of Transportation	Reduction in 2018 amount due;	\$ (27,690)
<b>2018 CR TBD</b>	Illinois State Association of Counties	State-wide legislation oriented county association membership	\$ 2,072
2018 CR 021	Keep Northern Illinois Beautiful	Great American Clean-Up and Medication Collection	\$ 32,000
2018 CR 021	Midway Village Museum	World War II Days Tourism Attraction Event	\$ 2,000
2018 CR 021	Neighborhood Network of Rockford, Inc	Alignment and Effectiveness of Neighborhood Associations	\$ 12,000
<b>2018 CR TBD</b>	Nicolay & Dart	Contractual services (Apr - Sept)	\$ 30,000
2017 CO 109	Nicolay & Dart / Government Affairs	Oct-Mar contractual services; Government affairs expenses	\$ 35,000
2017 CR 111, 2017 CO 059	Northern Illinois Center for Governmental Studies	Second half installment of strategic planning services fee	\$ 10,000
2018 CR 021	Northern Illinois Center for Nonprofit Excellence (NICNE)	Enhancing Economic Impact of Non-Profit Organizations	\$ 10,000
2018 CR 021	One Body Collaborative	Alignment of faith community resources	\$ 10,000
<b>2018 CR TBD</b>	Quickstart39, LLC	Rock 39 Redevelopment	\$ 285,000
2012 CR 099	Rock 39 F & G Bonds	Rock 39 Industrial Park	\$ -
2014 CO 026	Rock Valley College	Aviation building and program	\$ 50,000
2018 CR 021	Rockford Area Convention & Visitors Bureau	Choose Winnebago: Big Time, Small Towns Rural Tourism Campaign	\$ 10,000
2018 CR 021	Rockford Area Convention & Visitors Bureau	Citizen Survey for Strategic Planning Input	\$ 5,000
2018 CR 021	Rockford Area Economic Development Council	Rockforward 20/20	\$ 100,000
2018 CR 021	Rockford Metropolitan Agency for Planning	Partnerships and Strategies to Reduce Violent Crime	\$ 11,470
2014 CO 025	Rockford Park District	Reclaiming First	\$ 350,000
2011 CR 096	Rockford Park District Foundation	Nicholas Conservatory	\$ 100,000
2016 CR 089	Rockford Public School District	Purpose Built/Fordem Forward	\$ 200,000
2018 CR 021	Rockford University	Improving Nursing Skills for the Region through Clinical	\$ 5,000
2018 CR 021	Severson Dells Educational Foundation	Nature Education for Winnebago County	\$ 25,000
2018 CR 021	United Counties Council of Illinois	Professional Association Membership	\$ 5,000
<b>2018 CR TBD</b>	United Counties Council of Illinois	Professional Association Membership	\$ (2,500)
2018 CR 021	United Way of Rock River Valley	2-1-1 Crisis, Information, & Resource Service	\$ 2,000
2018 CR 021	University of Illinois Extension	Extension and 4-H Winnebago County	\$ 80,000
2017 CO 096	Veterans Memorial Hall, Winnebago County Government	Business operations to ensure public access	\$ 35,000
2017 CR 143	Village of New Milford	Host Fee Sharing Agreement	\$ 240,000
<b>2018 CR TBD</b>	Village of New Milford	Increase due to anticipated revenue increase	\$ 40,000
2018 CR 021	Village of Rockton	Downtown Streetscape Master Plan	\$ 38,000
2018 CR 021	West Gateway Coalition	Trades Program Scholarship Endowment	\$ 2,000

2018 CR 021	Winnebago County	Veteran support initiatives	\$ 5,000
2017 CO 096, 2017 CO 099	Winnebago County	Water system trade-out for bond payments	\$ 162,300
2018 CR 021	Winnebago County	GED Education	\$ 2,000
2018 CR 021	Winnebago County	Young Professional Development and Education	\$ 7,000
2018 CR 021	Winnebago County Board Non-Profit Support	Community not-for-profit grants	\$ 20,000
2018 CR 021	Winnebago County Community	Community Engagement and Communications	\$ 10,000
2018 CR 021	Winnebago County Diversity Council	Diversity Council	\$ 3,000
2018 CR 021	Winnebago County Government	Government Efficiency Study	\$ 50,000
2018 CR 021	Winnebago County Government	Diversity Initiative Internship Program	\$ 10,000
2017 CO 109	Winnebago County Health Department	Blight Reduction - Property Demolition	\$ 100,000
<b>2018 CR TBD</b>	Winnebago County Health Department	Additional costs due to unanticipated project scope	\$ 10,000
2017 CO 096	Winnebago County Highway	High priority rated projects	\$ 200,000
2018 CR 021	Winnebago County Soil & Water Conservation District	Land Conservation in Winnebago County	\$ 45,000
2018 CR 021	Winnebago County Workforce	External Professional Development	\$ 15,000
2018 CR 021	Winnebago County Workforce	Learning and Policy Compliance Training System	\$ 50,000
2018 CR 021	Youth Services Network, Inc (YSN)	Youth Court	\$ 15,000
2018 CR 021	Zion West Enterprise, NFP	After School Program	\$ 32,750
			<b>\$ 3,941,068</b>

**0117 Host Fee Reserves**

Board Action	Agent	Project	2018 Payment Amount
2017 CO 096	Winnebago County Government	General Fund Subsidy	\$ 580,000
			<b>\$ 580,000</b>

**Total 2018 Allocations****\$ 4,521,068**

**Host Fee Fund (41700)**  
**Multi-Year Commitments**

	City of Rockford	Rockford Park District Foundation	F& G Bonds	Rock Valley College	Rockford Park District	Rockford Area Economic Development Council	Greater Rockford Airport Authority	Rockford Public School District	City of Rockford	Total Annual Payment Commitments
	BMO Harris Bank Centre	Nicholas Conservatory	Rock 39 Industrial Park	Aviation Program	Reclaiming First	Rockforward 20/20	Maintenance Repair Organization	Purpose Built/Fordem Forward	Barber Colman Village	
<b>Total Committed</b>	<b>8,990,000</b>	<b>800,000</b>	<b>8,467,797</b>	<b>1,000,000</b>	<b>7,000,000</b>	<b>500,000</b>	<b>10,979,109</b>	<b>600,000</b>	<b>3,200,000</b>	<b>41,536,906</b>
Initiating Payment Year	2007	2011	2013	2014	2015	2016	2016	2017	2018	-
2018	460,000	100,000	-	50,000	350,000	100,000	706,640	200,000		1,966,640
2019	460,000	100,000	174,144	50,000	350,000	100,000	847,968	200,000	320,000	2,602,112
2020	460,000	100,000	174,144	50,000	350,000	100,000	565,312		320,000	2,119,456
2021	460,000	100,000	599,244	50,000	350,000		565,312		320,000	2,444,556
2022	460,000	100,000	594,197	50,000	350,000		565,312		320,000	2,439,509
2023	460,000	100,000	597,300	50,000	350,000		565,312		320,000	2,442,612
2024	460,000		593,650	50,000	350,000		565,312		320,000	2,338,962
2025	460,000		594,625	50,000	350,000		565,312		320,000	2,339,937
2026	460,000		590,225	50,000	350,000		565,312		320,000	2,335,537
2027			595,375	50,000	350,000		565,312		320,000	1,880,687
2028			595,000	50,000	350,000		565,312		320,000	1,880,312
2029			594,175	50,000	350,000		565,312			1,559,487
2030			592,900	50,000	350,000		565,312			1,558,212
2031			596,100	50,000	350,000		565,312			1,561,412
2032			593,775	50,000	350,000		565,312			1,559,087
2033				50,000	350,000		565,312			965,312
2034					350,000		565,312			915,312
(Credits)							(800,000)			(800,000)
Paid to Date	4,850,000	200,000	982,943	200,000	1,050,000	200,000	1,744,826	200,000	-	9,427,769
Balance Due	4,140,000	600,000	7,484,854	800,000	5,950,000	300,000	9,234,283	400,000	3,200,000	32,109,137
Category	Capital	Capital	Capital	Capital	Capital	Infrastructure	Capital	Capital	Infrastructure	-
Ord/Res	2007 CR 006	2011 CR 096	2012 CR 099	2014 CO 026	2014 CO 025	2018 CR 021	2015 CR 121	2016 CR 089	2017 CR 113	-

ECONOMIC DEVELOPMENT RECOMMENDATIONS  
2018 HOST FEE ALLOCATIONS

2018 CR \_\_\_\_\_ April 26, 2018

PROJECT	HOST FEE SHARING	MAINTENANCE & EDUCATION	CAPITAL DEVELOPMENT	WORKFORCE DEVELOPMENT	INFRASTRUCTURE	COMMUNITY DEVELOPMENT	TRANSFER TO OTHER FUNDS	RESERVE	NOTE
	43471	43470	43472	43473	43474	43474	49110	0117	
Architectural Services, International Women's Baseball			3,557						Services rendered by Gary W. Anderson Architects reviewed by and
City of Rockford, Barber Colman Village 2018 Installment					(320,000)				This project will not require it's initial multi-year installment until 2019
Economic Development District of Northern Illinois				(1,625)					Reduction in funding to match actual invoice amount
Illinois Department of Transportation					(27,690)				Reduction in funding approved in <b>2018 CR 021</b> for project approved by <b>2017 CR 107 due to</b> partial payment made in FY2017; \$102,704 due in 2018 with \$32,674 refund due by New Milford
Illinois State Association of Counties					2,072				Statewide county association membership; larger counties involved with
Nicolay & Dart State Lobbying Services					30,000				Funds will be used to cover <b>2017 CO 059</b> approved month-to-month contract with Nicolay & Dart LLC, for lobbying services April through
Northern Illinois University Center for Governmental Studies					10,000				Second half installment of strategic planning services fee previously approved by <b>2017 CR 111 and 2017 CO 059</b>
Phase I Lean Implementation, Sheriff's Office			19,700						Sheriff's team engaged in deploying a team approach to implementing lean methodologies to eliminating wastes, improving services, and launching process improvement. retainer \$19,200, plus \$500 allowable
Prairie Road Pump Neighborhood Association Well Study			10,000						Additional projects costs due to unanticipated project scope
Quickstart39, LLC			285,000						Rock 39 Redevelopment Agreement project
United Counties Council of Illinois					(2,500)				First year membership discount of \$2,500
Village of New Milford	40,000								Increase due to anticipated revenue increase
SUB-TOTAL ECONOMIC DEVELOPMENT RECOMMENDATIONS BY CATEGORY	\$ 40,000	\$ -	\$ 318,257	\$ (1,625)	\$ (308,118)	\$ -	\$ -	\$ -	\$ 48,514





## Executive Summary

Date: April 20, 2018

Item: Resolution to Authorize Payment of Architectural Services Rendered

Prepared by: Julia Halsted, Deputy County Administrator

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**County Code:** Art VI Div 3 Sec 2-346 states, "When a capital improvement project is to be undertaken by the county, the county board or its authorized committee shall cause plans, specifications and estimates to be prepared."

**2018 CO 007** states, "Host Fee funds are to be awarded for economic development initiatives, programs, and projects."

**Associated Committee:** Economic Development Committee

**Committee Recommendation:** Economic Development Committee reviewed on April 18 and 25, 2018

**Background:** Architectural services were rendered relative to the County Board Office's 2015-16 involvement in the recruitment and development of the International Women's Baseball Center to Winnebago County. A balance of \$7,944.43 of the original invoice of \$8,912.93 remains outstanding.

Gary W. Anderson Architects has agreed to accept \$3,557 as payment in full due from the County.

**Recommendation:** It is recommended that the Economic Development Committee support this resolution for consideration by the Board on April 26, 2018.

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

Submitted by: Economic Development Committee  
Sponsored by: Fred Wescott

2018 CR \_\_

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**RESOLUTION TO APPROVE PAYMENT OF ARCHITECTURAL  
SERVICES RENDERED**

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**WHEREAS**, the Winnebago County Board has designated the Host Fee Fund for the purposes of economic development by its ordinance 2018 CO 007;

**WHEREAS**, capital development promotes growth-oriented community investment to benefit Winnebago County citizens and improve well-being and quality of life in the County;

**WHEREAS**, Winnebago County has been a sponsor and partner in recruiting and promoting the International Women's Baseball Center relocation and development in Rockford, Illinois;

**WHEREAS**, services were rendered by Gary W. Anderson Architects, were agreed to by the prior County Administration, and have been submitted for review and approval by the Winnebago County Board Office; and

**NOW, THEREFORE, BE IT RESOLVED**, by the County Board of the County of Winnebago, Illinois, that the County of Winnebago enter into an agreement to pay from Host Fee Funds the outstanding balance of \$7,944.43 at the reduced amount of \$3,557.00.

Respectfully Submitted,  
**ECONOMIC DEVELOPMENT  
COMMITTEE**

**(AGREE)**

**(DISAGREE)**

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FRED WESCOTT, CHAIRMAN

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FRED WESCOTT, CHAIRMAN

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L.C. WILSON

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L.C. WILSON

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DOROTHY REDD

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DOROTHY REDD

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JEAN CROSBY

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JEAN CROSBY

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DAVE FIDUCCIA

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DAVE FIDUCCIA

The above and foregoing Resolution was adopted by the County Board of the County of Winnebago, Illinois this \_\_\_\_ day of \_\_\_\_\_, 2018.

ATTEST:

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

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Tiana McCall, Clerk of the  
County Board of the  
County of Winnebago, Illinois



GARY W. ANDERSON ARCHITECTS

Winnebago County Administration  
404 Elm St., #403  
Rockford, IL 61101

Invoice number 16-3754  
Date 04/19/2018

Project **International Women's Baseball Center  
Planning16-1330A**

Architectural Services for June 2016

TERMS: Net 30

Due Date: 05/19/2018

**Professional Fees**

	Hours	Rate	Billed Amount
RR-Senior Project Architect <i>Architectural / Plan Drafting Code Review - Zoning Cost Estimating - Construction</i>	31.75	120.00	3,810.00
Subtotal	31.75		3,810.00
DA-Senior Architectural Designer <i>Meetings - Internal Project Coordination</i>	0.75	90.00	67.50
Subtotal	0.75		67.50
Professional Fees subtotal	32.50		3,877.50

**Reimbursable Expense**

	Units	Rate	Billed Amount
A4 B/W prints	27.00	0.10	2.70
Subtotal			2.70
A4 Color prints	2.00	0.50	1.00
Subtotal			1.00
17x22 Plots	2.00	8.00	16.00
Subtotal			16.00
Reimbursable Expense subtotal			19.70

Invoice Total	3,897.20
GWAA Community Contribution	- 340.20
<b>Total Amount Requested</b>	<b>3,557.00</b>

**RESOLUTION  
OF  
THE COUNTY BOARD OF THE COUNTY OF WINNEBAGO, ILLINOIS  
2018 CR \_\_\_\_\_**

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**RESOLUTION GRANTING AUTHORITY TO THE WINNEBAGO COUNTY  
BOARD CHAIRMAN TO EXECUTE THE DOCUMENTS NECESSARY TO  
COMPLETE A LOAN FOR \$50,000 FROM THE REVOLVING LOAN FUND  
TO SPARE PART SOLUTIONS, INC. and KEBBY INDUSTRIES, INC.**

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**WHEREAS**, Kristi Sosnoski is the sole shareholder, of SPARE PART SOLUTIONS, INC., (SPARE PARTS) with the company managed by her husband Doug Sosnowski, the corporations president; and

**WHEREAS**, SPARE PART is a machining subcontractor and automation field training support and service company which also offers mechanical engineering and design services for parts no longer in production, future design and manufacturing, electronic board design and manufacturing, as well as CNC milling and turning, and welding to aerospace specifications, and

**WHEREAS**, a significant part of SPARE PART's business is providing services to customers outside of the Winnebago County, Illinois such as Quad Graphics, RR Donnelly, The Boston Globe, Specialty Machine Corporation, Fermi National Accelerator Lab, NASA, Nissan USA, and Suburu, and also services to regional business such as UTC and Zenith Cutter; and

**WHEREAS**, SPARE PART desires to purchase the business assets of KEBBY INDUSTRIES, INC.,(KEBBY) a Rockford based niche manufacturer of manual and pneumatic crimpers and decrimpers and related tooling for the pharmaceutical and agent testing industries; and

**WHEREAS**, there is a risk that if KEBBY's business assets are not purchased by SPARE PART, they could be sold to an entity outside of the Winnebago County, Illinois area and the six (6) jobs KEBBY currently provides in the Rockford area will be lost and the opportunity for the 10 ten additional jobs SPARE PART anticipates creating in the next two years by its acquisition of KEBBY's assets will not occur in the Winnebago County, IL area; and

**WHEREAS**, both SPARE PART and KEBBY demonstrated the ability to service the existing and proposed debt based on their existing operations on a consolidated basis, participation in this project is expected to result in the retention of six (6) jobs and the creation of ten (10) machinist jobs, Mr. Sosnowski, the manager of SPARE PART, is a skilled machinist and appears to be a capable manager based on the growth of SPARE PART since its inception in 2003, and the purchase of KEBBY's business assets is considered attractive in relation to its cash flow; and

**WHEREAS**, Doug Sosnowski has formed FP Development LLC which owns the two industrial properties his companies occupy and may become the owner of the current KEBBY real property; and

**WHEREAS**, pursuant to a Management Agreement between Winnebago County (County) and Rockford Local Development Corporation (RLDC) concerning loans from the Revolving Loan Fund of the County of Winnebago, RLDC and the RLDC Board of Directors; RLDC recommends the County of Winnebago make a loan of \$50,000 from the Revolving Loan Fund at 7.0 percent to be fully amortized over ten (10) years to SPARE PART SOLUTIONS, INC. and KEBBY INDUSTRIES, INC. as co-borrowers, secured by a real estate mortgage on KEBBY's real property and a lien on the business assets of KEBBY as well as personal guarantees from Doug and Kristi Sosnowski and a company guarantee from FP Development LLC and keyman life insurance on Doug Sosnowski in the amount of \$2 million.

**NOW THEREFORE, BE IT RESOLVED**, that the Chairman of the County Board of the County of Winnebago, Illinois is hereby authorized to execute the loan documents prepared by Rockford Local Development Corporation and approved by the Winnebago County State's Attorney's Office for the loan of \$50,000.00 to SPARE PART SOLUTIONS, INC. and KEBBY INDUSTRIES, INC. as co-borrowers, at seven (7.0) percent fully amortized over ten (10) years from the Revolving Loan Fund such loan shall be secured by a real estate mortgage on the property currently occupied by KEBBY, a lien on the business assets of Kebby and a personal guarantee from Kristi and Doug Sosnowski as well as company guarantees from Spare Part and FP Development LLC and Keyman life insurance on Doug Sosnowski in the amount of two (2) million dollars.

**BE IT FURTHER RESOLVED**, that this resolution shall be effective on its adoption.

**BE IT FURTHER RESOLVED**, that the Clerk of the County Board of the County of Winnebago is directed to prepare and deliver certified copies of this resolution to the Winnebago County Planning and Economic Development Director and the Winnebago County State's Attorney's Office – Civil Division.

Respectfully submitted,  
ECONOMIC DEVELOPMENT COMMITTEE

**PRO**

**CON**

\_\_\_\_\_  
Fred Wescott

\_\_\_\_\_  
Fred Wescott

\_\_\_\_\_  
Jean Crosby

\_\_\_\_\_  
Jean Crosby

\_\_\_\_\_  
Dave Fiduccia

\_\_\_\_\_  
Dave Fiduccia

\_\_\_\_\_  
Dorothy Redd

\_\_\_\_\_  
Dorothy Redd

\_\_\_\_\_  
L.C. Wilson

\_\_\_\_\_  
L.C. Wilson

The above and foregoing Resolution was adopted by the County Board of the County of Winnebago, Illinois, on the \_\_\_\_\_ day of \_\_\_\_\_, 2018.

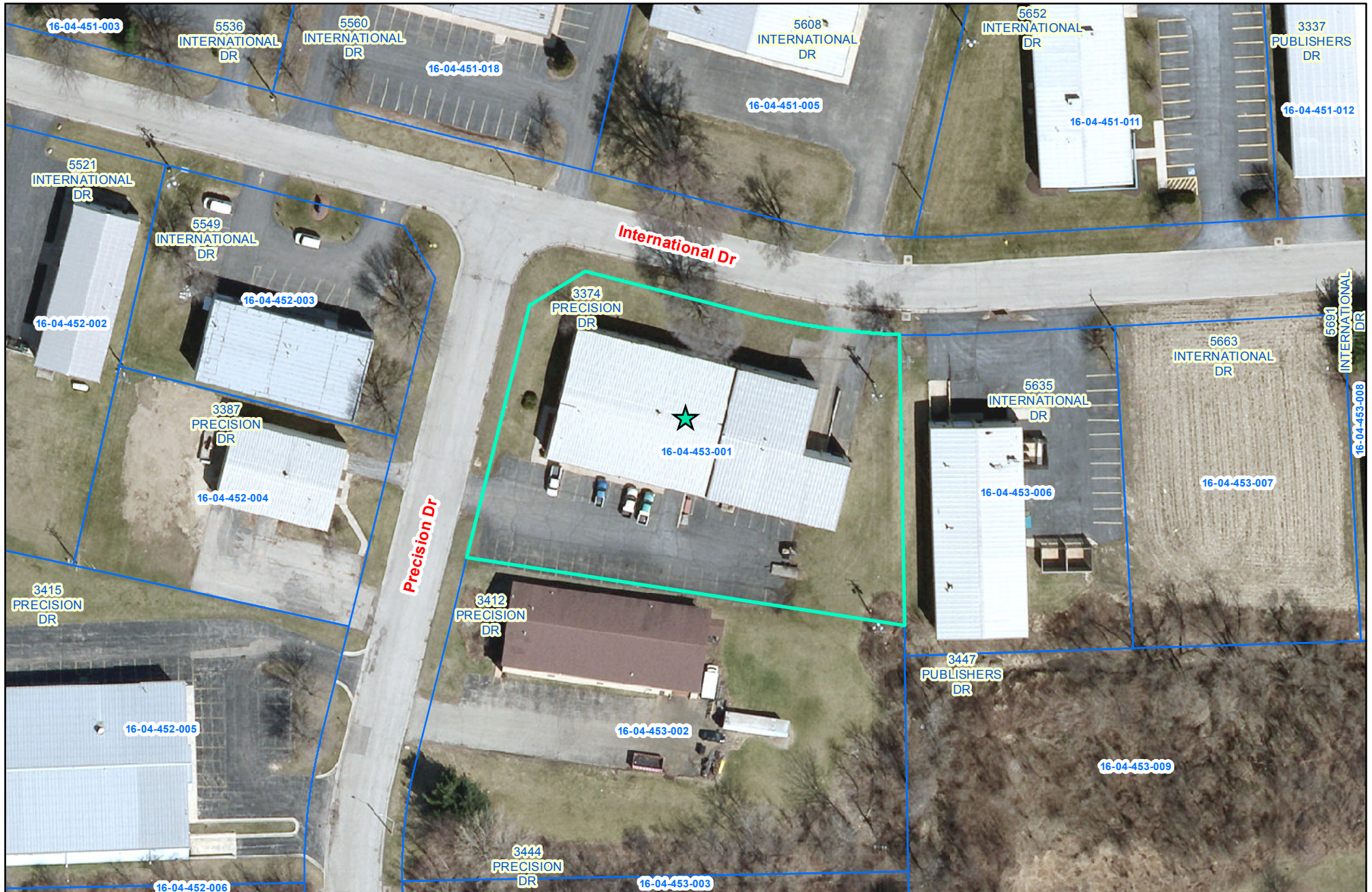
\_\_\_\_\_  
Frank Haney, Chairman of the County  
Board of the County of Winnebago, Illinois

ATTEST:

\_\_\_\_\_  
Tiana McCall, Clerk of the County of Board  
of the County of Winnebago, Illinois



PIN: 16-04-453-001



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

Created Date: 4/20/2018

1 inch = 80 feet





**Revolving Loan Fund**  
**Loan Summary for:**  
Kebby Industries Inc. & Spare Parts Solutions Inc.

<b><u>Applicant:</u></b> Kebby Industries Inc. (Co-borrower) Spare Parts Solutions Inc. (Co-borrower)	<b><u>PIN:</u></b> 16-04-453-001
<b><u>Location Address:</u></b> 3374 Precision Drive Rockford, IL 61109	<b><u>County Board District:</u></b> 15

<b><u>Requested County Revolving Loan Fund:</u></b>  \$50,000 @ 7.0% interest for 10 years	<b><u>Projected Employees Growth:</u></b> 10 machinists positions over the next 2 years  <i>Full-Time:</i> <i>Part Time:</i>
<b><u>Owner's Investment:</u></b> \$50,000	<b><u>Job Retention:</u></b> 6
<b><u>Total Financing of Project:</u></b> \$1,650,000	<b><u>Others Investing</u></b> Stillman BancCorp Illinois Finance Authority

<b><u>Uses of Loan Proceeds:</u></b>  Purchase business assets of Kebby Industries, manufacturer of manual and pneumatic crimpers and decrimpers and related tooling for pharmaceutical and agent testing industries
--

<b><u>Description of Business &amp; Project:</u></b> Spare Parts Solutions Inc. ("SPSI") is a subcontract machining, fabrication and assembly company. SPSI , also serves in the controls and automation field supplying service and support. A female-owned business, SPSI was formed in 2003. The business is owned exclusively by Kristi Sosnowski and is managed by her husband, Doug Sosnowski who is the company's President. ISO 9000-2008 compliant, SPSI offers mechanical engineering and design services, reverse engineering for parts no longer in production, fixture design and manufacturing, electronic board design and manufacturing, CNC milling and turning, and welding to aerospace specifications.
---

**Revolving Loan Fund**

**Loan Summary for:**

Kebby Industries Inc. & Spare Parts Solutions Inc.

**Other Conditions:** Personal guarantee from Kristi and Douglas Sosnowski. Company guarantees from SPSI and FP Development LLC. Keyman life insurance on Doug Sosnowski for \$2 million.

**RLDC Recommendation:**

Staff recommends a \$50,000 loan to Winnebago County for the following reasons:

- 1) SPSI and Kebby have demonstrated the ability to service existing and proposed debt based on existing operations on a consolidated basis;
- 2) Participation in this project is expected to contribute to the retention of six (6) jobs and the creation of ten (10) machinists jobs;
- 3) Mr. Sosnowski is a skilled machinist and appears to be a capable manager based on SPSI's profitable growth since its inception in 2003;
- 4) Participation in this project benefits a number of policy objectives including assisting a small manufacturer, an exporter, a female-owned business and job creation in a labor surplus area; and
- 5) The Kebby purchase price is a multiple of 4.5X average operating cash flow (adjusted) for the past four years. This multiple is considered attractive given the company's proprietary products in a niche industry with consistent revenues and earnings, its growth potential and synergies with SPSI.



# Winnebago County

County Treasurer

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## Parcel Tax Details for Parcel Number 16-04-453-001

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[Click Here to Pay by Credit Card or Online Check](#)

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

### ***Tax Payment Information*** ***2017 taxes payable in 2018***

#### ***Owner Address***

FP DEVELOPMENT LLC  
 3374 PRECISION DR  
 ROCKFORD, IL 61109

#### ***Taxbill Address***

FP DEVELOPMENT LLC  
 3374 PRECISION DR  
 ROCKFORD, IL 61109

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

Due Date: 6/8/2018  
 Amount: 6976.07  
 Penalty: 0.00  
 Cost: 0.00  
 Total Due: 6976.07  
 Paid: Date:  
 By:

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

Due Date: 9/7/2018  
 Amount: 6976.07  
 Penalty: 0.00  
 Cost: 0.00  
 Total Due: 6976.07  
 Paid: Date:  
 By:

***For Parcel Address: 3374 PRECISION DR***

#### ***Tax Calculation***

<b><i>Description</i></b>		<b><i>Amount</i></b>
Board of Review Assessed Value		93276
Township Equalization Factor	x	1.0000
Board of Review Equalized Value	=	93276
Home Improvement Exemption	-	0
Disabled Veteran Exemption	-	0

Department of Revenue Assessed Value	=	93276
County Multiplier	x	1.0000
Revised Equalized Value	=	93276
Senior Freeze Exemption	-	0
FAF/VAF Exemption	-	0
Owner Occupied Exemption	-	0
Over 65 Exemption	-	0
New Disabled or Veteran Exemption	-	0
Returning Veteran Exemption	-	0
Taxable Value	=	93276
Tax Rate for Tax Code 127	x	14.9579
Calculated Tax	=	\$13952.14
Non Ad Valorem -	+	\$0.00
Abatements	-	\$0.00
TOTAL TAX DUE:	=	\$13952.14
<b>Fair Market Value:</b> 279860		<b>1977 Equalized Value:</b> 0

---

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

<b><i>Taxing Body</i></b>	<b><i>Rate</i></b>	<b><i>Tax</i></b>
WINNEBAGO COUNTY	1.0587	\$987.53
FOREST PRESERVE	0.1182	\$110.25
CHERRY VALLEY TOWNSHIP	0.1401	\$130.68
ROCKFORD CITY	3.2517	\$3033.06
ROCKFORD PARK DISTRICT	1.1371	\$1060.64
ROCK RIVER WATER REC	0.2040	\$190.28
ROCKFORD CITY LIBRARY	0.5091	\$474.87
GREATER RKFD AIRPORT	0.1102	\$102.79
ROCKFORD SCHOOL DIST 205	7.6496	\$7135.24
COMMUNITY COLLEGE 511	0.5053	\$471.32
CHERRY VALLEY TWSP ROAD	0.2739	\$255.48

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

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## CORPORATION FILE DETAIL REPORT

File Number	62828528		
Entity Name	SPARE PART SOLUTIONS, INC.		
Status	ACTIVE		
Entity Type	CORPORATION	Type of Corp	DOMESTIC BCA
Incorporation Date (Domestic)	04/11/2003	State	ILLINOIS
Agent Name	DOUGLAS PAUL SOSNOWSKI	Agent Change Date	06/12/2007
Agent Street Address	5885 DEB ELLEN DR	President Name & Address	DOUGLAS SOSNOWSKI 5885 DEB ELLEN DRIVE ROCKFORD 61109
Agent City	ROCKFORD	Secretary Name & Address	VACANT
Agent Zip	61109	Duration Date	PERPETUAL
Annual Report Filing Date	03/21/2018	For Year	2018
Assumed Name	ACTIVE - WARD CNC MACHINING ACTIVE - PRESS PART SOLUTIONS ACTIVE - DALEY AUTOMATION ACTIVE - INTEGRA MACHINE		

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### OTHER SERVICES



## CORPORATION FILE DETAIL REPORT

File Number	54238568		
Entity Name	KEBBY INDUSTRIES, INC.		
Status	ACTIVE		
Entity Type	CORPORATION	Type of Corp	DOMESTIC BCA
Incorporation Date (Domestic)	05/09/1986	State	ILLINOIS
Agent Name	GEORGE HAMPILOS	Agent Change Date	05/05/2014
Agent Street Address	308 W STATE ST, STE 210	President Name & Address	RICHARD KOEBBEMAN 4075 KILBURN AVENUE ROCKFORD 61101
Agent City	ROCKFORD	Secretary Name & Address	RICHARD KOEBBEMAN SAME
Agent Zip	61101	Duration Date	PERPETUAL
Annual Report Filing Date	00/00/0000	For Year	2018

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A partial list of our inventory includes the following:

- Bearings
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- Brake parts
- Spindle weldments
- Pneumatics (air cylinders, valves, regulators, accessories)
- Sidelay motors
- Coreshaft parts
- Electronics (circuit boards, potentiometers, photo eyes & sensors, proximity sensors, contact block parts, terminal block parts, relays, switches, fuses, circuit breakers, controllers, computers, enclosures, transformers, capacitors, overloads, resistors and more)
- Power supply boards
- Diagnostic panels
- Gears
- Hoist drivers and motors
- Hoist logic board
- Hoist control push buttons and motor starters
- Load cells
- Accelerator motors and clutch assembly
- Accelerator assembly pneumatic actuators
- Paper roll accelerator belt and drive assembly
- Custom-machined replacement parts
- Roller parts (roller shafts, rollers)
- Regulator solenoid valves
- Delrin hold down wheels and core shaft support wheels.
- Tabs & Tape
- ... and much, much more!



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We consistently deliver Enkel™ parts that exceed the expectations of our customers. Our professional staff is eager to help you find the parts you need at the best possible price.

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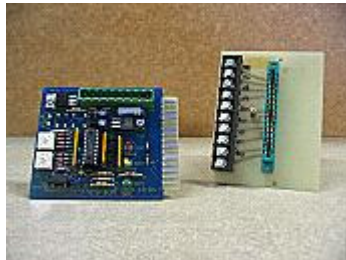
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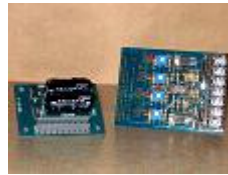
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Our electrical engineers are able to test and repair all the boards used in the Enkel™ Autoweb and Enkel™ Zerospeed model splicers.



Spare Part Solutions has designed and engineered a splicer board that exceeds OEM specifications.

We also supply Hoist Driver and Logic Boards.

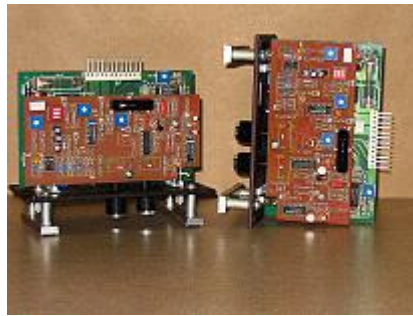


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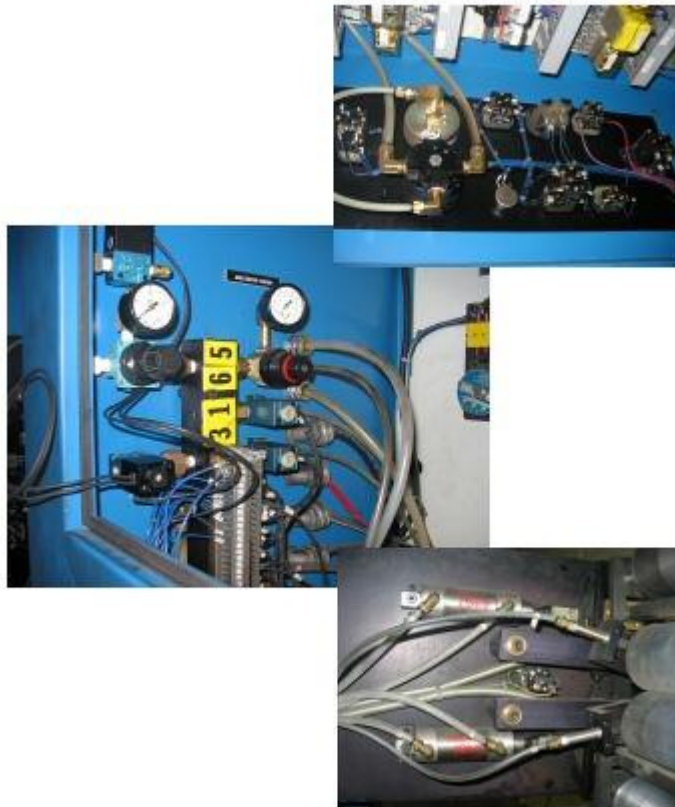
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We carry a wide selection of pneumatic parts and accessories for your Enkel™ splicers. We stock air regulators, solenoid valves, air cylinders, and gauges. We also have piston kits, sidelay valves, lift push cylinders, belt drive air cylinders, compression connectors, relief valves, and much more.

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- Hoist pulleys
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- Spacers
- Wheel assemblies
- Knives
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- [Pneumatic Crimping Tools \(https://www.kebbyindustries.com/store.html?SID=n3cjfv6br9dtmnqmp9ssf7a516&cat=13\)](https://www.kebbyindustries.com/store.html?SID=n3cjfv6br9dtmnqmp9ssf7a516&cat=13) (12)
- [Bench Crimpers \(https://www.kebbyindustries.com/store.html?SID=n3cjfv6br9dtmnqmp9ssf7a516&cat=18\)](https://www.kebbyindustries.com/store.html?SID=n3cjfv6br9dtmnqmp9ssf7a516&cat=18) (20)
- [Power Crimpers \(https://www.kebbyindustries.com/store.html?SID=n3cjfv6br9dtmnqmp9ssf7a516&cat=19\)](https://www.kebbyindustries.com/store.html?SID=n3cjfv6br9dtmnqmp9ssf7a516&cat=19) (19)

Function

- [Crimper \(https://www.kebbyindustries.com/store.html?SID=n3cjfv6br9dtmnqmp9ssf7a516&product\\_function=22\)](https://www.kebbyindustries.com/store.html?SID=n3cjfv6br9dtmnqmp9ssf7a516&product_function=22) (45)
- [Decapper \(https://www.kebbyindustries.com/store.html?SID=n3cjfv6br9dtmnqmp9ssf7a516&product\\_function=21\)](https://www.kebbyindustries.com/store.html?SID=n3cjfv6br9dtmnqmp9ssf7a516&product_function=21) (36)
- [Crimping and Decapping \(https://www.kebbyindustries.com/store.html?SID=n3cjfv6br9dtmnqmp9ssf7a516&product\\_function=46\)](https://www.kebbyindustries.com/store.html?SID=n3cjfv6br9dtmnqmp9ssf7a516&product_function=46) (3)

Cap Seal Size

- [8mm \(https://www.kebbyindustries.com/store.html?SID=n3cjfv6br9dtmnqmp9ssf7a516&cap\\_seal\\_size=31\)](https://www.kebbyindustries.com/store.html?SID=n3cjfv6br9dtmnqmp9ssf7a516&cap_seal_size=31) (11)
- [11mm \(https://www.kebbyindustries.com/store.html?SID=n3cjfv6br9dtmnqmp9ssf7a516&cap\\_seal\\_size=30\)](https://www.kebbyindustries.com/store.html?SID=n3cjfv6br9dtmnqmp9ssf7a516&cap_seal_size=30) (11)
- [13mm \(https://www.kebbyindustries.com/store.html?SID=n3cjfv6br9dtmnqmp9ssf7a516&cap\\_seal\\_size=29\)](https://www.kebbyindustries.com/store.html?SID=n3cjfv6br9dtmnqmp9ssf7a516&cap_seal_size=29) (16)
- [20mm \(https://www.kebbyindustries.com/store.html?SID=n3cjfv6br9dtmnqmp9ssf7a516&cap\\_seal\\_size=28\)](https://www.kebbyindustries.com/store.html?SID=n3cjfv6br9dtmnqmp9ssf7a516&cap_seal_size=28) (16)
- [28mm \(https://www.kebbyindustries.com/store.html?SID=n3cjfv6br9dtmnqmp9ssf7a516&cap\\_seal\\_size=27\)](https://www.kebbyindustries.com/store.html?SID=n3cjfv6br9dtmnqmp9ssf7a516&cap_seal_size=27) (13)
- [30mm \(https://www.kebbyindustries.com/store.html?SID=n3cjfv6br9dtmnqmp9ssf7a516&cap\\_seal\\_size=26\)](https://www.kebbyindustries.com/store.html?SID=n3cjfv6br9dtmnqmp9ssf7a516&cap_seal_size=26) (9)
- [32mm \(https://www.kebbyindustries.com/store.html?SID=n3cjfv6br9dtmnqmp9ssf7a516&cap\\_seal\\_size=23\)](https://www.kebbyindustries.com/store.html?SID=n3cjfv6br9dtmnqmp9ssf7a516&cap_seal_size=23) (7)
- [All \(https://www.kebbyindustries.com/store.html?SID=n3cjfv6br9dtmnqmp9ssf7a516&cap\\_seal\\_size=48\)](https://www.kebbyindustries.com/store.html?SID=n3cjfv6br9dtmnqmp9ssf7a516&cap_seal_size=48) (3)

## Vial/Bottle Clearance

5 inches ([https://www.kebbyindustries.com/store.html?SID=n3cjfv6br9dtmnqmp9ssf7a516&vial\\_bottle\\_clearance=44](https://www.kebbyindustries.com/store.html?SID=n3cjfv6br9dtmnqmp9ssf7a516&vial_bottle_clearance=44)) (3)

9 inches ([https://www.kebbyindustries.com/store.html?SID=n3cjfv6br9dtmnqmp9ssf7a516&vial\\_bottle\\_clearance=45](https://www.kebbyindustries.com/store.html?SID=n3cjfv6br9dtmnqmp9ssf7a516&vial_bottle_clearance=45)) (3)

# All Products

Not sure of your cap size? [Click Here. \(/resources/cap-sizes-and-styles#CapSize\)](/resources/cap-sizes-and-styles#CapSize)



(<https://www.kebbyindustries.com/store/hand-crimper-8mm.html>)

**Hand Crimper, 8mm**  
(<https://www.kebbyindustries.com/store/hand-crimper-8mm.html>)

**\$196.00**

**Part# 08001-00-C01A**



(<https://www.kebbyindustries.com/store/laboratory-crimper-8mm-wo-grips.html>)

**Laboratory Crimper, 8mm without grips**  
(<https://www.kebbyindustries.com/store/laboratory-crimper-8mm-wo-grips.html>)

**\$242.00**

**Part# 08001-00-C04A**



<https://www.kebbyindustries.com/store/laboratory-crimper-8mm-with-grips.html>

**Laboratory Crimper, 8mm with grips**  
(<https://www.kebbyindustries.com/store/laboratory-crimper-8mm-with-grips.html>)

**\$242.00**

**Part# 08001-00-C05A**



<https://www.kebbyindustries.com/store/decrimper-8mm.html>

**Decrimper, 8mm**  
(<https://www.kebbyindustries.com/store/decrimper-8mm.html>)

**\$196.00**

**Part# 08001-00-D01A**



<https://www.kebbyindustries.com/store/laboratory-decrimper-8mm-without-grips.html>

**Laboratory Decrimper, 8mm without grips**  
(<https://www.kebbyindustries.com/store/laboratory-decrimper-8mm-without-grips.html>)

**\$242.00**

**Part# 08001-00-D04A**



<https://www.kebbyindustries.com/store/laboratory-decrimper-8mm-with-grips.html>

**Laboratory Decrimper, 8mm with grips**  
(<https://www.kebbyindustries.com/store/laboratory-decrimper-8mm-with-grips.html>)

**\$242.00**

**Part# 08001-00-D05A**



<https://www.kebbyindustries.com/store/crimper-jaws-8mm.html>

**Crimper Jaws, 8mm**  
(<https://www.kebbyindustries.com/store/crimper-jaws-8mm.html>)

**\$196.00**

**Part# 08001-00-K01E**



<https://www.kebbyindustries.com/store/decapper-head-8mm.html>

**Decapper Head, 8mm**  
(<https://www.kebbyindustries.com/store/decapper-head-8mm.html>)

**\$196.00**

**Part# 08001-00-L01E**



<https://www.kebbyindustries.com/store/hand-crimper-11mm.html>

**Hand Crimper, 11mm**  
(<https://www.kebbyindustries.com/store/hand-crimper-11mm.html>)

**\$196.00**

**Part# 11001-00-C01A**



<https://www.kebbyindustries.com/store/laboratory-crimper-11mm-without-grips.html>

**Laboratory Crimper, 11mm without grips**  
(<https://www.kebbyindustries.com/store/laboratory-crimper-11mm-without-grips.html>)

**\$242.00**

**Part# 11001-00-C04A**



<https://www.kebbyindustries.com/store/laboratory-crimper-11mm-with-grips.html>

**Laboratory Crimper, 11mm with grips**  
(<https://www.kebbyindustries.com/store/laboratory-crimper-11mm-with-grips.html>)

**\$242.00**

**Part# 11001-00-C05A**



<https://www.kebbyindustries.com/store/decrimper-11mm.html>

**Decrimper, 11mm**  
(<https://www.kebbyindustries.com/store/decrimper-11mm.html>)

**\$196.00**

**Part# 11001-00-D01A**





<https://www.kebbyindustries.com/store/laboratory-decrimper-11mm-without-grips.html>

**Laboratory Decrimper, 11mm without grips**  
(<https://www.kebbyindustries.com/store/laboratory-decrimper-11mm-without-grips.html>)

**\$242.00**

**Part# 11001-00-D04A**



<https://www.kebbyindustries.com/store/laboratory-decrimper-11mm-with-grips.html>

**Laboratory Decrimper, 11mm with grips**  
(<https://www.kebbyindustries.com/store/laboratory-decrimper-11mm-with-grips.html>)

**\$242.00**

**Part# 11001-00-D05A**



<https://www.kebbyindustries.com/store/crimper-jaws-11mm.html>

**Crimper Jaws, 11mm**

<https://www.kebbyindustries.com/store/crimper-jaws-11mm.html>

**\$196.00**

**Part# 11001-00-K01E**



<https://www.kebbyindustries.com/store/decapper-head-11mm.html>

**Decapper Head, 11mm**

<https://www.kebbyindustries.com/store/decapper-head-11mm.html>

**\$196.00**

**Part# 11001-00-L01E**



<https://www.kebbyindustries.com/store/hand-crimper-13mm.html>

**Hand Crimper, 13mm**  
(<https://www.kebbyindustries.com/store/hand-crimper-13mm.html>)

**\$196.00**

**Part# 13001-00-C01A**



<https://www.kebbyindustries.com/store/laboratory-crimper-13mm-without-grips.html>

**Laboratory Crimper, 13mm without grips**  
(<https://www.kebbyindustries.com/store/laboratory-crimper-13mm-without-grips.html>)

**\$242.00**

**Part# 13001-00-C04A**



(<https://www.kebbyindustries.com/store/laborator-crimper-13mm-with-grips.html>)

**Laboratory Crimper, 13mm with grips**  
(<https://www.kebbyindustries.com/store/laborator-crimper-13mm-with-grips.html>)

**\$242.00**

**Part# 13001-00-C05A**



(<https://www.kebbyindustries.com/store/decrimper-13mm.html>)

**Decrimper, 13mm**  
(<https://www.kebbyindustries.com/store/decrimper-13mm.html>)

**\$196.00**

**Part# 13001-00-D01A**

## Kebby Industries Inc

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## Cap Sizes & Styles

### Types of Crimpers

#### Spray Pump Crimpers

These crimpers are specifically for capping perfume bottles and other bottles using crimp type spray pumps or atomizer pumps. Commonly used for cosmetic packaging. Available for spray pumps in sizes 13mm, 15mm, 18mm, and 20mm. We recommend sending samples for testing prior to purchasing your crimper. Most reputable component companies will provide samples of the bottles and pumps you are considering, prior to purchasing them.

CALL FOR PRICING AND AVAILABILITY



#### Vial Cap Crimpers

These vial cap crimpers are designed for use with lined, and unlined; one piece aluminum, steel, and bi-metal crimp seals. These crimp caps and seals are commonly used for gas, liquid, and high-performance liquid chromatography (gc, lc, hplc) applications. Other areas of use include, small and large volume parenterals. Vial cap crimpers are available in sizes ranging from 7.3mm to 32mm.



#### Flip-Off Cap Crimpers

Flip off vial crimpers are designed specifically for crimping flip off seals which consist of an aluminum shell and a plastic round button on the top of the aluminum crimp seal which covers the injection site of the vial. The plastic button has a larger diameter than the aluminum seal it is connected to. Flip off cap crimpers are available in sizes ranging from 13mm to 30mm. (32mm - 43mm size also available, upon request)



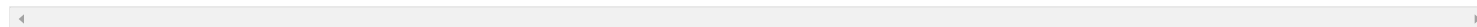
#### Flip Tear Off Cap Crimpers

This group of crimpers are designed specifically for crimping flip tear off type crimp seals, which consist of an aluminum shell and a plastic round button similar to the standard flip off type seals, but with a thumb tab protruding from the side of the button. The plastic button, with side tab has a larger diameter than the aluminum seal it is connected to. These cap crimpers are available for sizes ranging from 13mm to 32mm.

CALL FOR PRICING AND AVAILABILITY



The following Kebby products can be used with Flip Tear Off Caps:

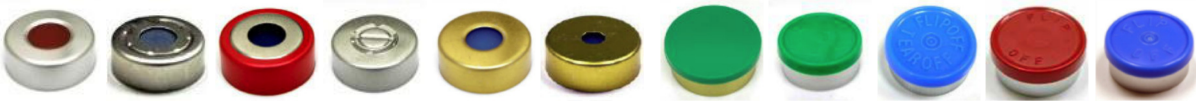


## Cap Cross Reference

Use this guide to help you determine what type of cap you're using.

Aluminum Crimp Seals


Flip-Off Seals



## Finding the Correct Crimper/Decapper Size for Your Cap


To determine your cap's size, measure the inside diameter of the base of the cap as depicted in the diagrams below.

8mm



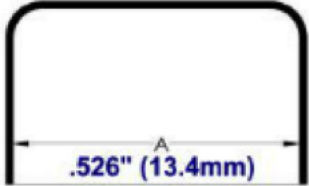
[View Kebby Products for 8mm Caps \(/store.html?cap\\_seal\\_size=31\)](#)

11mm



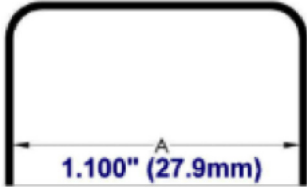
[View Kebby Products for 11mm Caps \(/store.html?cap\\_seal\\_size=30\)](#)

13mm



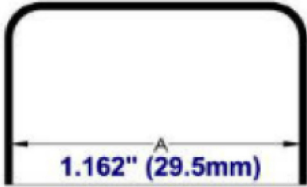
[View Kebby Products for 13mm Caps \(/store.html?cap\\_seal\\_size=29\)](#)

28mm



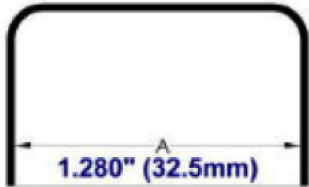
[View Kebby Products for 28mm Caps \(/store.html?cap\\_seal\\_size=27\)](#)

30mm



[View Kebby Products for 30mm Caps \(/store.html?cap\\_seal\\_size=26\)](#)

32mm



[View Kebby Products for 32mm Caps \(/store.html?cap\\_seal\\_size=25\)](#)

### Page Topics

- Types of Crimpers
- Cap Cross Reference
- Finding Your Cap Size

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## About Kebby Industries, Inc.

Kebby Industries, Inc. designs and manufactures vial crimping and decapping hand tools and bench top equipment. Our products are available for use with a wide variety of crimp type seals, caps and atomizer sprayers, for all standard crimp vial and bottle sizes from 7.5mm to 32mm and even the bigger 42 and 43.5mm sizes.

Custom Crimpers and Decappers can also be designed and manufactured to meet customer's needs.

All of our products are designed, and manufactured using quality materials, and finishing techniques to provide a consistent and dependable seal while maintaining their durability, and long life. All parts that contact the crimp seal are stainless steel or plated.

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# Kebby Green Initiatives

Kebby Industries, Inc. "Go Green" Environmental Policy has produced better than expected results.

Four years ago Kebby Industries, Inc. implemented a policy, that we would begin to investigate possible alternative eco-friendly materials to replace any materials or procedures that were at the time not eco-friendly, wherever possible in order to provide our customers with environmentally friendly solutions.

The following are some improvements that we have made and also in some cases, the results we have achieved to reduce, in some instances by 75% our carbon foot print.

- Switched to biodegradable loose fill packing peanuts.
- All cardboard boxes we use are made from 100% recycled material
- All packaging materials we receive are, re-used, or recycled.
- Our manufacturing center recycles 100% of all leftover metal chips from our machining processes when manufacturing our crimper and de-crimper parts.
- We also changed from using a water based coolant to cutting oil for use in our machines. We found that the water based coolant produces more waste than simple cutting oil, which can be easily separated and replaced in the machines. In the previous year we sent nearly 250 gallons of coolant that had to be processed and cleaned by an outside facility. Since the change we have not generated any oil waste.

In the coming years Kebby Industries, will continue to move toward a greener business and manufacturing procedures, including moving away from our current paper system and progressing to a paper less or near paper-less system. We will be launching several new crimping and de-crimping products including a new hand held manual model as well as several other units, and accessories for current units we have. The changes we are implementing for these new models, not only reduce the carbon footprint, being more environmentally friendly; but at the same time providing an improved product.



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## Contact Us

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4075 Kilburn Avenue

Rockford, IL 61101

Phone: 815-963-1466

Fax: 815-962-3490

## Email Us

**Name \***

First

Last

**Address \***

Street Address

Address Line 2

City

State / Province / Region

SPONSORED BY: FRED WESCOTT

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

SUBMITTED BY: ECONOMIC DEVELOPMENT COMMITTEE

2018CR\_\_\_\_\_

RESOLUTION APPROVING A REDEVELOPMENT AGREEMENT  
BY AND BETWEEN THE COUNTY OF WINNEBAGO, ILLINOIS AND  
QUICKSTART 39, LLC.

WHEREAS, the Illinois Industrial Jobs Recovery Law (“IJRL”) promotes the development and/or redevelopment of industrial properties by the use of incremental tax revenues derived from the tax levies of various taxing districts in redevelopment project areas for the payment of redevelopment project cost; and

WHEREAS, the anticipated benefits to the taxing districts of an IJRL district are an eventual increase in the assessment base of the taxing districts, the removal of adverse economic conditions, the development of industrial parks, and the development, retention and expansion of employment opportunities for Illinois residents; and

WHEREAS, due to lack of growth and redevelopment, the County of Winnebago, in conjunction with the Village of New Milford and the Village of Cherry Valley, formed an IJRL district in 2011 in the industrial area in and around the Baxter Road interchange on I-39 in Winnebago County; and

WHEREAS, by Intergovernmental Agreement the Villages of New Milford and Cherry Valley granted the County of Winnebago sole authority to negotiate redevelopment agreements with prospective developers in the IJRL district and to set the amount of incentives, if any, given to such developments, up to fifty percent (50%) of increment from each parcel proposed for development; and

WHEREAS, in 2018, Winnebago County negotiated an agreement with Quickstart 39, LLC. (“Quickstart”) for an incentive of fifty percent (50%) of increment over twelve (12) years to locate a business to the IJRL District; and

WHEREAS, the tax increment allocation financing offered by the County of Winnebago was a considerable factor in Quickstart and said business to relocate to the IJRL district; and

WHEREAS, the Economic Development Committee of the County Board for the County of Winnebago, Illinois, has reviewed and recommend approval of the proposed Redevelopment Agreement between the County of Winnebago and Quickstart 39, LLC., attached hereto as Exhibit A.

NOW THEREFORE BE IT AND IT IS HEREBY RESOLVED, by the County Board of the County of Winnebago, Illinois, that the Winnebago County Board Chairman is authorized to execute the Redevelopment Agreement between the County of Winnebago and Quickstart 39, LLC., in substantially the same form as that set forth in Exhibit A.

BE IT FURTHER RESOLVED that the Clerk of the County Board is hereby directed to prepare and deliver copies of this resolution to the County Administrator, the County Chief Financial Officer, and the Director of Development Services.

Respectfully submitted,

**ECONOMIC DEVELOPMENT  
COMMITTEE**

**AGREE**

**DISAGREE**

\_\_\_\_\_  
Fred Wescott, Chairman

\_\_\_\_\_  
Fred Wescott, Chairman

\_\_\_\_\_  
LC Wilson

\_\_\_\_\_  
LC Wilson

\_\_\_\_\_  
Dorothy Redd

\_\_\_\_\_  
Dorothy Redd

\_\_\_\_\_  
Jean Crosby

\_\_\_\_\_  
Jean Crosby

\_\_\_\_\_  
Dave Fiduccia

\_\_\_\_\_  
Dave Fiduccia

The above and foregoing Resolution was adopted by the County Board of the County of Winnebago, Illinois, this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

---

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

Attested by:

---

Tiana J. McCall  
Clerk of the County Board  
of the County of Winnebago, Illinois

## **REDEVELOPMENT AGREEMENT**

This Redevelopment Agreement (“Agreement”) is made as of this \_\_\_\_ day of \_\_\_\_\_, 2018, by and between the County of Winnebago, Illinois, an Illinois body politic, having its principal offices located at 404 Elm Street, Rockford, Illinois (“County”) and Quickstart 39 LLC, a Delaware limited liability company, having its principal offices located at 9500 Bryn Mawr Avenue, Suite 340, Rosemont, Illinois 60018 (“Developer”). All capitalized terms are defined herein or otherwise have such definitions as set forth in the Industrial Jobs Recovery Law, 65 ILCS 5/11-74.6-1 *et seq.* as amended (the “Act”).

### **RECITALS**

**WHEREAS**, the County is a duly organized and existing body politic created under the laws of the State of Illinois, and is now operating under the provisions of the Illinois Counties Code, 55 ILCS 5/1- 1001, *et seq.*, as amended.

**WHEREAS**, municipalities are authorized under the Act to undertake the redevelopment of “industrial park conservation areas” within or near the municipality, including the approval of redevelopment plans and projects, if the conditions specified in the Act are met, and they are further authorized to implement tax increment allocation financing pursuant to the Act, and to pay the costs of such redevelopment as are permitted under the Act; and

**WHEREAS**, Article VII, Section 10(a) of the Constitution of the State of Illinois authorizes municipalities and other governmental entities to join together in intergovernmental agreements for the purpose of achieving statutory objectives and goals individually and jointly; and

**WHEREAS**, the Village of New Milford, an Illinois municipal corporation (“New Milford”) and the Village of Cherry Valley, an Illinois municipal corporation (“Cherry Valley”) (collectively referred to as “Municipalities”), in cooperation with the County, have determined that the area in and around the Baxter Road Interchange on I-39 in Winnebago County is appropriate for the formation of an Industrial Park Conservation Area (“IJRL District”) as defined in the Act utilizing Tax Increment Financing to spur private investment and development; and

**WHEREAS**, it has been determined by the Municipalities that such development is not likely to occur without incentives being made available; and

**WHEREAS**, it has been determined that the formation of the IJRL District will likely result in the creation of a large number of jobs which will benefit Cherry Valley, New Milford and Winnebago County as a whole; and

**WHEREAS**, the County, in cooperation with the Municipalities, has determined that it is in the best interests of the County as a whole, including the Municipalities, to redevelop certain real property within the County, (“Redevelopment Project Area”), pursuant to a Redevelopment Plan, as such term is defined in the Act; and

**WHEREAS**, the Municipalities and the County have found that the Redevelopment Project Area would not reasonably be anticipated to be developed without adoption of the Redevelopment Plan and that the County overall is a labor surplus municipal service area; and

**WHEREAS**, pursuant to the Act, the Municipalities, by Ordinance adopted by each Village Board, approved a Redevelopment Plan and Project, designated the Redevelopment Project Area specifically designated as the I-39/Baxter Road Redevelopment Project Area, and adopted tax increment allocation financing for the Redevelopment Project; and

**WHEREAS**, by Intergovernmental Agreement by and between the Municipalities and the County (“Intergovernmental Agreement”), attached hereto as Exhibit A, the County will administer the Special Tax Allocation Fund (“STAF”) created with tax increment allocation financing pursuant to the Act and the County is thereby charged with the responsibility of negotiating with developers who wish to obtain financial assistance in developing the Redevelopment Project Area; and

**WHEREAS**, the Developer is the fee simple title holder to a parcel of real estate located within the Redevelopment Project Area, and Developer proposes to redevelop said real estate by constructing thereon a one-story industrial/manufacturing facility of approximately 675,000 rentable square feet with related improvements (the “Project”), all as generally depicted on Exhibit B attached hereto and incorporated herein. Said real estate is legally described on Exhibit C attached hereto and incorporated herein (the “Subject Property”); and

**WHEREAS**, Developer is to do the following in connection with the Project: (i) undertake and pay for the costs of all plans and specifications, professional fees, water connection fees, and Baxter Road access fees, and apply for and receive all required plan review approvals and permits; and (ii) undertake and complete the Project in compliance with the approved plans and permits and all applicable federal, state, County, municipal, village, or administrative laws, ordinances, rules, regulations, codes and orders relating in any way to the development of the Project (collectively, “Laws”); and

**WHEREAS**, upon substantial completion, the Project will represent an investment on the part of the Developer of not less than \$25,000,000; and

**WHEREAS**, the County, after due and careful consideration, has concluded that redevelopment of the Property, as provided for in this Agreement, will further the growth of the County, facilitate the redevelopment of the entire Redevelopment Project Area, increase the assessed valuation of real estate situated within the Redevelopment Project Area, increase economic activity within the County as a whole, provide a substantial number of jobs to residents of the County, and otherwise be in the best interest of the County by furthering the health, safety, morals, and welfare of its residents and taxpayers; and

**WHEREAS**, the County desires to enter into this Agreement with the Developer and agrees, pursuant to the Intergovernmental Agreement, to use tax increment allocation financing to defray certain costs relating to the Project to the extent such costs qualify as Redevelopment Project Costs, as such term is defined in the Act.

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

## **SECTION 1. INCORPORATION OF RECITALS**

The foregoing recitals are hereby incorporated into this Agreement by reference. The paragraph and section headings contained in this Agreement are for convenience only and are not intended to limit, vary, define or expand the content thereof.

## **SECTION 2. THE PROJECT**

2.1 **The Project.** Developer shall begin development of the Project on or before August 1, 2018, and will subsequently complete construction of the Project no later than June 30, 2019, in accordance with final plans and specifications of the Project as well as issued permits and all applicable Laws. The Project will include a parking lot for cars and semi-trailer trucks, truck docks, and storm water detention for the benefit of said facility. The Project shall also include a north water line, a south water line, a sanitary sewer connection between the Well House and the existing sanitary sewer on Baxter Road (“Well House Sanitary Connection”), and a sanitary line on the south part of the Subject Property as more particularly described on Exhibit B hereto (hereinafter referred to as “Infrastructure Improvements”); provided, however, to the extent the Well House Sanitary Connection will cost more than \$25,000, Developer will not be required to include it as part of the Project and it will remain the obligation of Rock 39, LLC under its Redevelopment Agreement with the County to be constructed as part of Rock 39, LLC’s next project in the Redevelopment Project Area. Developer may connect all on-site water, sanitary, storm and sewer lines constructed on the Subject Property to utility lines existing on or near the perimeter of the Subject Property, provided Developer first complies with all applicable County requirements governing such connections, including the payment of customary fees and costs related thereto, including but not limited to the County’s water connection fee which shall be \$81,280, calculated based on County Ordinance Section 68-15-D-1(b). Developer shall also have access to the Subject Property from Baxter Road provided Developer first complies with the County’s entrance connection fee on Baxter Road, requiring the payment by Developer to the County of said Baxter Road access fee of \$158,496 calculated based on County Ordinance Section 82-10. Unless the County accepts a letter of credit from Developer as a surety for the completion of the Project in accordance with County ordinances, Developer shall substantially complete construction of the Project no later than June 30, 2019. Developer will not be entitled to any payment of any portion of incremental taxes deposited in the STAF unless and until the Project has been substantially completed in accordance with the terms of this Agreement. For purposes of this paragraph, substantial completion of the Project will be deemed to have occurred upon the issuance by the County of a temporary or final certificate of occupancy for the Project. Subject to Developer’s right to be reimbursed for a portion of the cost of the Infrastructure Improvements and reimbursed for Redevelopment Project Costs as provided in this Agreement, development of the Subject Property shall be completed at the sole expense of the Developer and shall, unless otherwise agreed in advance by the parties in writing (which agreement will be in accordance with applicable Laws and will not be unreasonably withheld,

conditioned or delayed), conform in all material respects to the plans and specifications approved by the County as a condition to issuing the applicable permits issued by the County for the Project.

2.2 **Project construction documents.** Developer has delivered civil engineering plans, building elevations, storm water drainage calculations and a site plan for the Project to Cherry Valley for zoning and site plan approval. Developer will obtain any applicable permits and approvals required for the Project from Cherry Valley, the County and other applicable governmental authorities, will submit to the County any plans and specifications required by applicable County building codes for the issuance of permits required by the County pursuant to applicable Laws and will cause the Project to be completed in accordance with final plans and specifications, issued permits and applicable Laws. Developer shall be responsible for paying all required County building permit fees.

### **SECTION 3. COVENANTS/REPRESENTATIONS/WARRANTIES OF DEVELOPER**

3.1 **Covenants, Representations and Warranties of Developer.** To induce the County to execute this Agreement and perform the obligations of the County hereunder, the Developer hereby represents, warrants and covenants to the County as of the date of this Agreement and as of the date of each disbursement of County funds hereunder, that:

(a) Developer is a Delaware limited liability company duly organized, validly existing, qualified to do business in Illinois, and licensed to do business in any other state where, due to the nature of its activities or properties, such qualification or license is required;

(b) Developer has the right, power and authority to enter into, execute, deliver and perform this Agreement;

(c) The execution, delivery and performance by Developer of this Agreement has been duly authorized by all necessary corporate action, and does not and will not violate its Articles of Organization or by-laws as amended and supplemented, any applicable provision of law, or constitute a breach of, default under or require any consent under an agreement, instrument or document to which Developer is now a party or by which Developer is now or may become bound;

(d) Developer is now and for the Term of the Agreement shall remain solvent and able to pay its debts as they mature;

(e) There are no actions or proceedings by or before any court, governmental commission, board, bureau or any other administrative agency pending, or to the best of Developer's knowledge, threatened against Developer which would impair its ability to perform under this Agreement; and

(f) Developer owns the Property, which is located in the Redevelopment Project Area, and is responsible for paying the real estate taxes for the Property.



3.2 **Survival of Covenants, Representations and Warranties of Developer.** Developer agrees that all of its representations and warranties set forth in this Section and elsewhere in this Agreement are true as of the date of execution of this Agreement and shall survive for the term of this Agreement.

#### SECTION 4. DEVELOPER'S OBLIGATIONS

4.1 **Use of Subject Property.** The Developer shall own the Subject Property and undertake construction of this Project in accordance with this Agreement. The Developer shall also utilize the Subject Property in a manner consistent with IJRL District uses identified in or allowed by the Act and the Redevelopment Plan and Project.

4.2 **Real Estate Taxes.** Developer shall pay all Real Estate Tax Bills when due and payable for the Subject Property.

#### SECTION 5. TAX INCREMENT ALLOCATION FINANCING

5.1 **Tax Increment Allocation Financing of Redevelopment Project Costs.** Developer has represented to the County that tax increment allocation financing was a considerable factor in the decision to move forward with the Project. The Parties agree that tax increment allocation financing, implemented in accordance with the terms and provisions of the Act, the Intergovernmental Agreement and this Agreement, will be a source of funding for the Project.

5.2 **Intergovernmental Agreement.** As a condition precedent to the County's and Developer's obligations contained in this Agreement, the County has entered into an Intergovernmental Agreement as allowed by Article VII, Section 10(a) of the Constitution of the State of Illinois, which allows the County to administer the STAF created by the tax increment allocation financing enacted by the Municipalities and that it shall thereby have the authority to use such funds to provide, on a case-by-case basis, incentives for the development of the Subject Property.

5.3 **Available Tax Increment.** Annually, the County shall determine the amount of real estate tax increment equal to the amount of the total collected tax increment attributable to the Developer property which is deposited in the STAF ("Developer Property Increment"), less a proportionate amount of the County's annual expenses associated with the administration of the STAF ("Developer Allocated STAF Expenses") which shall result in a sum referenced as the "Available Developer Tax Increment." The Developer Allocated STAF Expenses shall equal the total County annual expenses associated with the administration of the STAF for the Redevelopment Project Area multiplied by that percentage which equals the Developer's Property Increment as it relates to the increment of the entire Redevelopment Project Area.

5.4 **Developer Payments.** Subject to Section 13.2 of this Agreement, the County agrees to reimburse the Developer fifty percent (50%) of the Available Developer Tax Increment for a period of twelve (12) years for the authorized reimbursable eligible Redevelopment Project Costs of the Project incurred by the Developer as set forth on Exhibit D, attached hereto (the "Eligible Redevelopment Project Cost Schedule"), and which are approved by the County pursuant to this Section 5.4 of this Agreement. The other fifty percent (50%) of the Available Developer Tax

Increment shall go solely towards servicing the debt in a Special Service Area as detailed in the Redevelopment Agreement between the County and Rock 39, LLC., executed on September 7, 2012. In no event will Developer's reimbursement for costs for the Infrastructure Improvements include costs otherwise reimbursed by the County under Section 5.5 below. The County's total reimbursement to the Developer from the Available Developer Tax Increment under this Agreement is currently estimated to be approximately \$6,000,000. Prior to being provided Available Developer Tax Increment, Developer shall submit to the County reasonable evidence that the Developer's Eligible Redevelopment Project Costs, for which reimbursement is requested, have been incurred and paid for by the Developer. Reasonable evidence shall include, but is not limited to, paid invoices, paid receipts and contracts. All paid invoices and paid receipts shall contain the date of service, type of service, location of service, amount paid, name/address/telephone number of the service provider and other information as necessary to establish the identity of the provider, type of service and amount paid. The County reserves the right to require additional documentation in its sole discretion but will not unreasonably withhold, condition or delay its approval under this Agreement. Subject to Section 13.2 of this Agreement, and subject to the County's receipt of said reasonable evidence of Developer's eligible Redevelopment Project Costs, the Developer's eligible Redevelopment Project Costs will be paid to Developer within ninety (90) days of receipt on the tax increment in the STAF, however only to the extent that such revenue is received by the County.

THE COUNTY'S OBLIGATION TO PAY THE DEVELOPER UNDER THIS AGREEMENT IS A LIMITED OBLIGATION PAYABLE SOLELY FROM THE INCREMENTAL TAXES DEPOSITED IN THE STAF CREATED WITH RESPECT TO THE DEVELOPMENT PROJECT AS DEFINED IN SECTION 2.1 ABOVE, AND SHALL NOT BE A GENERAL OBLIGATION OF THE COUNTY OR SECURED BY THE FULL FAITH AND CREDIT OF THE COUNTY.

#### **5.5 Reimbursement from County for Portion of Costs of Infrastructure Improvements.**

In order to compensate Developer for a portion of the costs of the Infrastructure Improvements, the County shall pay Developer \$285,000. In connection with the payment of said \$285,000 set forth in this Section 5.5, Developer shall provide such evidence as the County shall reasonably request to establish Developer has incurred the cost for the Infrastructure Improvements. Such evidence shall include but not be limited to bills, paid receipts, contracts, invoices, lien waivers or other similar evidence. All bills and receipts shall contain the date of service, type of service, amount paid, name/address/telephone number of the service provider and other information as necessary to establish the identity of the provider, type of service and amount invoiced/paid. Subject to Section 13.2 of this Agreement, and subject to the County's receipt of said reasonable evidence of Developer's Infrastructure Improvements costs, the Developer's Infrastructure Improvements shall be payable within thirty (30) days after written request therefor from Developer. In no event will Developer be entitled to reimbursement from the Available Developer Tax Increment for the \$285,000 of costs of Infrastructure Improvements paid by the County under this Section 5.5. The County's obligation to pay the amount described in this Section 5.5 is not subject to the limitations described in Section 5.4 above. **SECTION 6.**

#### **TERM**

Unless earlier terminated pursuant to Section 13 of this Agreement, the term of this Agreement shall commence on the date of execution and end upon the first to occur of (i) the date of the aggregate payments to the Developer pursuant to Section 5.4 of this Agreement equals the total Redevelopment Project Costs expended or (ii) the termination of the Redevelopment Project Area as required by law.

## **SECTION 7. NO LIABILITY OF COUNTY TO OTHERS FOR DEVELOPER'S EXPENSES**

The County shall have no obligation to pay costs of the Project to any person other than the Developer, nor shall the County be obligated to pay any contractor, subcontractor, mechanic, or materialman providing services or materials to the Developer for the development of the Project; provided, however, that, subject to Sections 9 and 10 of this Agreement and upon Developer's written request, the County will pay amounts owed to Developer under this Agreement to a tenant at the Project.

## **SECTION 8. NO DISCRIMINATION**

The Developer for itself and its successors and assigns agrees that in the development of the Project, the Developer shall not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Developer shall take reasonable action to require that applicants are employed and that employees are treated during employment without regard to their race, creed, color, religion, sex or national origin.

## **SECTION 9. ASSIGNMENT**

Developer may not sell, assign or otherwise transfer its interest in this Agreement in whole or in part without the written consent of the County; provided, however, that Developer may, in each instance without the written consent of the County, collaterally assign its interest in this Agreement to a mortgage lender holding a lien encumbering the Subject Property as partial security for the payment of its debt to that lender or assign its interest in this Agreement to a successor in title to the Subject Property. Developer will provide written notice to the County of any assignment of this Agreement (other than a collateral assignment) within thirty (30) days after the effective date of that assignment. Any assignee of Developer's interest in this Agreement (other than a collateral assignee) will agree in writing to assume all remaining executory obligations of Developer under this Agreement.

## **SECTION 10. SUCCESSORS AND ASSIGNS**

The terms, conditions and covenants set forth in his Agreement shall extend to, be binding upon, and inure to the benefit of the respective successors and permitted assigns of the County and the Developer and shall run with the land. Any person or entity now or hereafter owning legal title to all or any portion of the Subject Property, including the Developer, shall be bound to this Agreement only during the period such person or entity is the legal titleholder of the Subject Property or a portion thereof, however, that all such legal title holders shall remain

liable after their ownership interest in the Subject Property ceases as to those liabilities and obligations which accrued during their period of ownership but remain unsatisfied or unperformed. As used in this Agreement, the term “Developer” will mean the owner of fee simple title to the Subject Property from time to time during the term of this Agreement. [

## **SECTION 11. NO JOINT VENTURE, AGENCY OR PARTNERSHIP CREATED**

Neither anything in this Agreement nor any acts of the parties to this Agreement shall be deemed or construed by the parties or any third person, to create or imply any relationship of a third party beneficiary, principal or agent, limited or general partnership, or joint venture or to create or imply any association or relationship involving the County.

## **SECTION 12. COMPLIANCE WITH LAW**

12.1 **Defense of IJRL District.** In the event that any court or governmental agency having jurisdiction over enforcement of the Act and the subject matter contemplated by this Agreement shall determine that this Agreement or payments to be made hereunder are contrary to law, or in the event that the legitimacy of the IJRL DISTRICT is otherwise challenged before a court or governmental agency having jurisdiction thereof, the County and Developer shall reasonably cooperate with each other concerning an appropriate strategy acceptable to both parties to defend the validity of the IJRL District and this Agreement. Furthermore, each party shall pay their respective legal fees, court costs and other expenses directly related to defense of the IJRL DISTRICT that each party shall incur as a result of defense of the IJRL DISTRICT. In the event of an adverse lower court or agency ruling, payments of tax increment allocation financing shall be suspended during the pendency of any appeal thereof, but such payments shall be reinstated retroactively if such adverse ruling is reversed by the reviewing court or agency and to the extent that the STAF has received such increment.

12.2 **Use of Land.** Developer intends that the Subject Property shall be utilized solely in a manner consistent with industrial and manufacturing purposes as well as other Industrial Park uses identified in the Act.

## **SECTION 13. DEFAULTS AND REMEDIES**

13.1 **Events of Default.** The occurrence of any one or more of the following events, subject to the provisions of Section 13.2, shall constitute an “Event of Default” by Developer hereunder:

(a) the failure of the Developer to perform, keep or observe any of the Developer’s respective covenants, conditions, promises, agreements or obligations under this Agreement;

(b) if, at any time, any material term, warranty, representation or statement made or furnished by Developer (including the representations and warranties of Developer described in Section 2.1 hereof) is not true and correct in any material respect because of which Developer is unable to fulfill its obligations hereunder;

(c) the commencement of any proceedings in bankruptcy by or against the Developer or for the liquidation or reorganization of the Developer, or alleging that the Developer is insolvent or unable to pay its debts as they mature, or for the readjustment or arrangement of the

Developer's debts, whether under the United States Bankruptcy Code or under any other state or federal law, now or hereafter existing for the relief of debtors; provided, however, that if such commencement of proceedings is involuntary, such action shall not constitute an Event of Default unless such proceedings are not dismissed within ninety (90) days after the commencement of such proceedings;

(d) the failure of the Developer to pay any real estate tax assessment when due; or

(e) the assignment or other transfer by the Developer of its right, title and interest in and to this Agreement without the prior written approval of the County in violation of the terms of this Agreement.

### 13.2 **Remedies.**

(a) Upon the occurrence of an Event of Default, the County shall provide Developer with a written statement setting forth the Event of Default of Developer. The County may not exercise any remedies against the Developer in connection with such Event of Default until thirty (30) days after giving such notice. If such Event of Default cannot be cured within such thirty (30) day period, said thirty (30) day period shall be extended for such time as is reasonably necessary for the curing of the same, as long as the Developer is diligently proceeding to cure such Event of Default. An Event of Default not cured as provided above shall constitute a breach of this Agreement. Any failure or delay by the County in asserting any of its rights or remedies as to any Event of Default or alleged Event of Default or breach shall not operate as a waiver of any such Event of Default or breach of any rights or remedies it may have as a result of such Event of Default or breach.

(b) If the Developer shall fail to cure any Event of Default after the expiration of the cure period described in subparagraph (a), the County will be under no obligation to continue to pay any portion of Available Developer Tax Increment under this Agreement until such time as the Event of Default has been cured.

(c) The rights and remedies of the County are cumulative and the exercise by the County of one or more of such rights or remedies shall not preclude the exercise by it, at the same time or different times, of any other rights or remedies for the same Event of Default or for any other Event of Default by the Developer.

(d) If the County is in default of this Agreement, which is defined as the County's lack of fulfillment of any obligation under this Agreement, the Developer shall provide the County with a written statement setting forth the default of the County. The Developer may not exercise any remedies against the County in connection with such failure until thirty (30) days after giving such notice. If such default cannot be cured within such thirty (30) day period, said thirty (30) day period shall be extended for such time as is reasonably necessary for the curing of the same, as long as the County is diligently proceeding to cure such default. A default not cured as provided above shall constitute a breach of this Agreement. Any failure or delay by the Developer in asserting any of its rights or remedies as to any default or alleged default or breach

shall not operate as a waiver of any such default or breach of any rights or remedies it may have as a result of such default or breach.

(e) If the County shall fail to cure any breach by the County of this Agreement not cured within the cure period described in subparagraph (d), Developer shall have as its sole and exclusive remedy, the right of specific performance to compel the County to perform its obligations under this Agreement.

#### **SECTION 14. INDEMNIFICATION**

Developer agrees to indemnify, pay, defend and hold the County and its elected and appointed officials, employees, agents and attorneys (individually an “Indemnatee,” and collective the “Indemnitees”) harmless from and against, any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, claims, costs, expenses and disbursements of any kind or nature whatsoever (and including without limitation, the reasonable fees and disbursements of counsel for such Indemnitees in connection with any investigative, administrative or judicial proceeding commenced or threatened, whether or not such Indemnitees shall be designated a party thereto), that may be imposed on, suffered, incurred by or asserted against the Indemnitees in any manner relating or arising out of:

(i) Developer’s failure to comply with any of the terms, covenants and conditions contained within this Agreement; or

(ii) Developer’s or any contractor’s failure to pay general contractors, subcontractors or materialmen in connection with the STAF funded improvements or any other Project improvement; or

(iii) the existence of any material misrepresentation by Developer in this Agreement; or

(iv) Developer’s failure to cure any material misrepresentation by Developer in this Agreement;

provided, however, that Developer shall have no obligation to an Indemnatee arising from the gross negligence, wanton or willful misconduct of that Indemnatee. To the extent that the preceding sentence may be unenforceable because it is violative of any law or public policy, Developer shall contribute the maximum portion that is permitted to pay and satisfy under the applicable law, to the payment and satisfaction of all indemnified liabilities incurred by the Indemnitees or any of them. The provisions of the undertakings and indemnification set out in this Section 14 shall survive the termination of this Agreement.

#### **SECTION 15. NOTICE**

Unless otherwise specified, any notice, demand or request required hereunder shall be given in writing at the addresses set forth below, by any of the following means: (a) personal service; (b) overnight courier, or (c) registered or certified mail, return receipt requested.

If to the County:

If to the Developer:

County of Winnebago  
Attn: Chairman Frank Haney  
404 Elm Street  
Rockford, Illinois 61101

Quickstart 39, LLC.  
9500 Bryn Mawr Ave., Suite 340  
Rosemont, Illinois 60018  
Attn: Mark Goode

With Copies to:

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

With Copies to:

O'Rourke, Hogan, Fowler & Dwyer  
10 South LaSalle Street, Suite 3700  
Chicago, Illinois 60603  
Attn: Howard Goldblatt

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

## SECTION 16. MISCELLANEOUS

16.1 **Amendment.** This Agreement, and the Exhibits attached hereto may not be amended or modified without the prior written consent of the parties hereto, or their successors in interest.

16.2 **Entire Agreement.** This Agreement (including each Exhibit attached hereto, which is hereby incorporated herein by reference) constitutes the entire Agreement between the parties hereto and it supersedes all prior agreements, negotiations and discussions between the parties relative to the subject matter hereof. This Agreement shall be binding upon the parties and inure to the benefit of and be enforceable by and against their respective successors, personal representatives, heirs, legatees, and assigns.

16.3 **Limitation of Liability.** No member, official or employee of the County shall be personally liable to Developer or any successor in interest in the event of any default or breach by the County or for any amount which may become due to Developer from the County or any successor in interest or on any obligation under the terms of this Agreement.

16.4 **Waiver.** Waiver by the County or Developer with respect to any breach of this Agreement shall not be considered or treated as a waiver of the rights of the respective party with respect to any other default or with respect to any particular default, except to the extent specifically waived by the County or Developer in writing. No delay or omission on the part of a party in exercising any right shall operate as a waiver of such right or any other right unless pursuant to the specific terms hereof. A waiver by a party of a provision of this Agreement shall not prejudice or constitute a waiver of such party's right otherwise to demand strict compliance with that provision or any other provision of this Agreement. No prior waiver by a party, nor any course of dealing between the parties hereto, shall constitute a waiver of any such parties' rights or of any obligations of any other party hereto as to any future transactions.

16.5 **Counterparts.** This Agreement may be executed in several counterparts, each of which shall be deemed an original and all of which shall constitute one and the same agreement.

16.6 **Severability.** If any provision in this Agreement, or any section, paragraph, sentence, clause, phrase, word or the application thereof, in any circumstance, is held invalid, this Agreement shall be construed as if such invalid part were never included herein and the remainder of this Agreement shall be and remain valid and enforceable to the fullest extent permitted by law.

16.7 **Choice of Law.** This Agreement shall be governed by and construed in accordance with the internal laws of the State of Illinois without regard to its conflicts of law principles.

16.8 **Venue and Consent to Jurisdiction.** If there is a lawsuit under this Agreement, each party agrees to submit to the jurisdiction of the Circuit Court for the 17<sup>th</sup> Judicial Circuit, Winnebago County, Illinois.

16.9 **Force Majeure.** Neither the County nor Developer nor any successor in interest to either of them shall be considered in breach of or in default of its obligations under this Agreement in the event of any delay caused by damage or destruction by fire or other casualty, strike, shortage of material, unusually adverse weather conditions such as, by way of illustration and not limitation, severe rain storms or below freezing temperatures of abnormal degree or for an abnormal duration, tornadoes or cyclones, and other events or conditions beyond the reasonable control of the party affected which in fact interferes with the ability of such party to discharge its obligations hereunder; provided, however that no such delay will affect any obligation under this Agreement for the payment of money. The individual or entity relying on this section with respect to any such delay shall, upon the occurrence of the event causing such delay, give written notice to the other parties to this Agreement within a reasonable period of time thereafter. The individual or entity relying on this section with respect to any such delay may rely on this section only to the extent of the actual number of days of delay effected by any such events described above.

16.10 **Binding Effect.** This Agreement shall be binding upon Developer, the County and their respective successors and permitted assigns (as provided herein) and shall inure to the benefit of Developer, the County and their respective successors and permitted assigns (as provided herein). Except as otherwise provided herein, this Agreement shall not run to the benefit of, or be enforceable by, any person or entity other than a party to this Agreement and its successors and permitted assigns. This Agreement should not be deemed to confer upon third parties any remedy, claim, right of reimbursement or other right.

16.11 **Drafter Bias.** The parties acknowledge and agree that the terms of this Agreement are the result of negotiations between the parties, both of whom are represented by independent counsel, and that this Agreement is the result of said negotiations. As a result, in the event that a court is asked to interpret any portion of this Agreement, neither of the parties shall be deemed the drafter hereof and neither shall be given benefit of such presumption that may be set out by law.

16.12 **Attorneys' Fees.** Upon the occurrence of an Event of Default or breach of this Agreement which requires either party to undertake any action to enforce any provision of this Agreement, the Defaulting Party shall



pay upon demand all of the Non-Defaulting Party's charges, costs and expenses, including the reasonable fees of attorneys, incurred in connection with such action.

## SECTION 17. JOB CREATION

17.1 **Definition of Full Time Equivalent Employee.** "Full-Time Equivalent Employee" or "FTE" shall mean an employee of Developer, an assignee of Developer, a tenant or occupant of the Project or a third party service provider engaged by any one of them (or, with respect to job shares or similar work arrangements, two or more such employees counted collectively as a single FTE) who is employed in a permanent position at least 35 hours per week at the Project during the applicable month..

17.2 **Jobs Covenant.** The Developer, directly or through an assignee, a tenant or occupant of the Project, or a third party service provider engaged by any of them (each a "Project User"), shall adhere to the following job creation and retention standards throughout the term of this Agreement from and after substantial completion of the Project (collectively the "Jobs Covenant"):

(i) **Jobs Certificate.** On the second anniversary date that a certificate of occupancy of construction for the Project has been issued by the County, a minimum total of sixty (60) FTEs shall be employed at the Project. On said second anniversary date and on or before February 28, 2022 (and on or before February 28 of each succeeding year during the term of this Agreement), Developer or another Project User, shall submit to the County a certified Jobs Certificate disclosing compliance with the Jobs Covenant for the previous calendar year. "Jobs Certificate" shall mean a certificate substantially in the form attached hereto as Exhibit E. Developer agrees that it shall act in good faith and, among other things, shall not hire temporary workers or relocate workers for short periods of time for the primary purpose of avoiding a breach of the Jobs Covenant. The Jobs Certificate shall include all the information requested on Exhibit E. The Developer or another Project User shall allow the County to audit documents related to the number of FTEs created to determine job creation compliance with this Agreement.

(ii) **Covenants Run with the Land; Remedy.** The covenants set forth in this Section 17 shall run with the land and be binding upon any successor in title to the Subject Property. The failure to satisfy the Jobs Covenant will not be an Event of Default under Section 13.1 or subject to the cure periods and remedies in Section 13.2; provided, however, that, in the event Developer does not satisfy the Jobs Covenant for any calendar year during the term of this Agreement, the portion of the Available Developer Tax Increment otherwise payable to Developer hereunder for that calendar year will be reduced by a fraction, the numerator of which is the difference between the number of FTE's employed at the Project during that calendar year and 60 and the denominator of which is 60. For example, if 54 FTE's are employed at the Project in a particular calendar year, the Available Developer Tax Increment for that calendar year will be reduced by 10%.  $[60-54 = 6 \text{ and } 6/60 = 1/10]$

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

**Quickstart 39, LLC**, a Delaware limited liability company

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

Its: \_\_\_\_\_

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

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

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

ATTEST:

\_\_\_\_\_  
Tiana McCall, Clerk of the  
County Board of the  
County of Winnebago, Illinois



STATE OF ILLINOIS, }  
COUNTY OF WINNEBAGO } ss.

*I, MARGIE M. MULLINS, County Clerk in and for said County, in the State aforesaid, do hereby certify that I have compared the foregoing attached copy of:*

RESOLUTION AUTHORIZING EXECUTION OF AN INTERGOVERNMENTAL COOPERATION AGREEMENT WITH THE VILLAGE OF CHERRY VALLEY AND THE VILLAGE OF NEW MILFORD REGARDING THE CREATION AND OPERATION OF AN IJRL, AN SSA AND THE COUNTY WATER DISTRICT AND AN ADDENDUM THERTO (SECTION 11-00495-00-MG)

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

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

*this* 26<sup>TH</sup> *DAY* JULY, 2012.

MARGIE M. MULLINS, *Winnebago County Clerk*

BY:  *Deputy County Clerk*



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

**SUBMITTED BY: PUBLIC WORKS COMMITTEE**

**2012 CR 099**

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**RESOLUTION AUTHORIZING EXECUTION OF AN INTERGOVERNMENTAL  
COOPERATION AGREEMENT WITH THE VILLAGE OF CHERRY VALLEY AND THE  
VILLAGE OF NEW MILFORD REGARDING THE CREATION AND OPERATION OF AN  
IJRL, AN SSA AND THE COUNTY WATER DISTRICT AND AN ADDENDUM THERETO  
(SECTION 11-00495-00-MG)**

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**WHEREAS**, the County of Winnebago, Illinois, wishes to create and operate a water district within the County; and

**WHEREAS**, the creation and operation of the water district also involves creation of a district under the Industrial Jobs Recovery Law and a Special Service Area; and

**WHEREAS**, the creation and operation of the water district, the district under the Industrial Jobs Recovery Law and the Special Service Area requires an intergovernmental cooperation agreement among the County, the Village of Cherry Valley and the Village of New Milford; and

**WHEREAS**, the execution of the intergovernmental cooperation agreement also requires an addendum outlining further responsibilities of the County and the Village of New Milford.

**NOW, THEREFORE, BE IT RESOLVED**, by the County Board of the County of Winnebago that the Chairman of the County Board of the County of Winnebago is authorized to execute the intergovernmental agreement with the Village of Cherry Valley and the Village of New Milford, in substantially the form as attached to this Resolution as Exhibit A.

**BE IT FURTHER RESOLVED**, that the Chairman of the County Board of the County of Winnebago is authorized execute the addendum to the intergovernmental agreement with the Village of Cherry Valley and the Village of New Milford, in substantially the form as attached to this Resolution as Exhibit B.

**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 County Board Chairman and to the presidents of the Village of Cherry Valley, Village of New Milford and to prepare and deliver a certified copy of this Resolution to the Winnebago County Auditor, Treasurer and Engineer.

## INTERGOVERNMENTAL AGREEMENT

**THIS AGREEMENT** made this \_\_\_\_\_ day of June, 2012, by and among The County of Winnebago, an Illinois county corporation (hereinafter "WINNEBAGO"), the Village of Cherry Valley, an Illinois municipal corporation (hereinafter "CHERRY VALLEY"), and the Village of New Milford, an Illinois municipal corporation (hereinafter "NEW MILFORD") and with all such entities referred to collectively as the PARTIES and with Cherry Valley and New Milford collectively referred to as the Municipalities.

### WITNESSETH:

**WHEREAS**, Article VII, Section 10(a) of the Constitution of the State of Illinois authorizes municipal corporations and other governmental entities to join together in intergovernmental agreements for the purpose of achieving statutory objectives and goals individually and jointly; and

**WHEREAS**, the Parties have determined that the area in and around the Baxter Road interchange on I-39 is appropriate for the formation of an Industrial Park Conservation Area to spur private investment and development as defined in the Industrial Jobs Recovery Law, 65 ILCS 5/11-74.6-1 *et seq.* (IJRL). ; And

**WHEREAS**, it has been determined by the Parties that such development is not likely to occur without incentives being made available; and

**WHEREAS**, it has been determined that the formation of an Industrial Park Conservation Area (IJRL District) will likely result in the creation of a large number of jobs which will benefit Cherry Valley, New Milford and Winnebago County as a whole; and

**WHEREAS**, the Parties have also determined that the creation of a Special Service Area (SSA) pursuant to 35 ILCS 200/27-5 is required to provide for water service to certain properties within the Industrial Park Conservation Area in order to promote development and job growth; and

**WHEREAS**, Winnebago is willing to undertake the formation of a water service area within the SSA to accommodate the initiation of water service; and

**WHEREAS**, Cherry Valley does not presently provide water service to the anticipated properties within the IJRL District and has determined that it will not be in a position to provide such water service in the future; and

**WHEREAS**, Cherry Valley desires that Winnebago form a water service area which will include certain parcels within the corporate boundaries of Cherry Valley; and

**WHEREAS**, New Milford does not provide water service to any of the properties within the IJRL District and it desires that Winnebago form a water service area to initiate water service in the area; and

**WHEREAS**, Winnebago wishes to purchase and Cherry Valley wishes to sell certain water assets to facilitate the formation of a water service area by Winnebago; and

**WHEREAS**, both the Municipalities agree that Winnebago should, and that it may, form an SSA which will or may incorporate certain property within the boundaries of each such municipality; and

**WHEREAS**, the various parcels of real estate to be included in the IJRL District are the parcels shown within a yellow boundary and the SSA parcels shaded in red on the map attached hereto as Exhibit A; and

**WHEREAS**, it is also anticipated that Winnebago may undertake, pursuant to the SSA, to provide a distribution system for methane gas and/or other forms of energy derived from alternative energy sources to the IJRL District and it is acknowledged that the Municipalities concur that the provision of such a distribution system will further promote growth and development within the IJRL District and that each consent to Winnebago taking such action even should such distribution system be placed, in part, within their respective incorporated boundaries; and

**WHEREAS**, it is further anticipated that certain roadway and other infrastructure improvements may need to be performed as the area develops which will require the cooperation of the Parties

**NOW THEREFORE**, the Parties agree as follows:

The above recitals are incorporated herein by reference and made a part hereof.

**I. FINANCING.**

- A. Winnebago shall form an SSA for the properties indicated on Exhibit A attached hereto.
- B. Winnebago shall, issue Bonds to pay for the initial costs of the projects contemplated by this Agreement including but not limited to, purchase of capital assets, issuance costs, bond counsel fees, financial advisor fees, costs of printing and publication, costs of marketing or sale of the bonds and required related documents, and legal and consulting costs of the parties related to the creation of the IJRL and the SSA and the Municipalities will have no obligations with regard to the bonds other than the pledging of TIF revenue from the IJRL District as set forth herein.
- C. Winnebago shall, subject to reimbursement from the IJRL District, pay the costs of formation of the IJRL District and of the SSA.
- D. Cherry Valley and New Milford will pass the necessary Ordinances and Resolutions to facilitate the formation, organization and operation of an Industrial Park Conservation Area pursuant to the IJRL for the IJRL District.
- E. Pursuant to the IJRL, and in keeping with the formation of the IJRL District, each community will initiate tax increment financing within the project area.
- F. The Special Tax Allocation Fund (STAF as defined in the IJRL), created with the tax increment financing will be placed under the control of Winnebago to be administered for the benefit of the project and in accordance with the terms of this Agreement.
- G. Funds deposited in the STAF generated from the IJRL District shall be used to pay the following expenses in the order listed:
  1. Payments on the SSA Bonds

2. Reimbursement to Winnebago and the Municipalities for reimbursable costs (as defined in the IJRL statute), not included in the initial costs.
  3. Reimbursement to Winnebago and the Municipalities for payment of the costs of the formation of the IJRL.
  4. Incentives to Developers (limited to 50% of increment from each parcel proposed for development).
  5. Other capital improvements to infrastructure as may be allowed by statute.
- H. Winnebago shall be given the sole authority to negotiate redevelopment agreements with prospective developers and to set the amount of incentives, if any, given to such developers subject to the limitation set forth in G.4., above. An Advisory Board consisting of the principal elected official from each of the parties (or their designee), shall be formed and shall be kept advised as to all proposed redevelopment agreements, but shall not have the authority to alter such agreements which are within the guidelines set forth in G.4, above. The Municipalities shall retain zoning and land use authority, including, but not limited to, site plan review/approval and enforcement of their building and subdivision codes for those parcels within their respective corporate limits. The Municipalities agree that they will not unreasonably withhold zoning or land use approval for developer projects.
- I. The Municipalities shall retain the right to offer sales tax incentives for properties within their respective corporate limits.
- J. To the extent that Cherry Valley obtains an annexation or pre-annexation with the owner of the property identified as tax property identification numbers 16-29-400-007, 008 and 009, [the developed Maggio Trucking Property], Cherry Valley agrees that its customary local 1% distributive share of revenues derived from sales, use and occupation taxes imposed by the State of Illinois, deposited into the State's Local Government Tax Fund and distributed to the Village pursuant to Section 6z-18 of the State Finance Act, 30 ILCS 105/1.1 et seq., as amended, ("Sales Tax") generated on those parcels, shall be paid to the County which shall pay the payments due on the SSA bonds for a period of seven (7) years from the date of issuance of the SSA bonds. Cherry Valley shall retain the revenues from the additional 1% non-home rule municipal retailer's occupation tax and service occupation tax it has imposed pursuant to 65 ILCS 5/8-11-1.3 and 1.4 generated by such property. Notwithstanding the foregoing, to the extent that tax increment from the IJRL District is sufficient to pay the SSA Bonds and the water asset payment referenced in II.B.1, below, during said seven (7) year period, the Sales Tax will be returned to Cherry Valley on a dollar for dollar basis as received. After the seven (7) year period, any Sales Tax generated by the referenced properties will be given to or retained by Cherry Valley.
- K. Sales Tax generated by any new development within the IJRL District shall be retained by the governmental entity in which the development is located. Should such property not be annexed to either Municipality, the Sales Tax shall be transferred to the

Municipality to which the property could be annexed pursuant to the border agreement existing between the Municipalities.

## II. **WATER SYSTEM.**

A. Winnebago shall form a water service area pursuant to 55 ILCS 5/5-15006 to service the IJRL Project Area.

1. Winnebago shall retain any profits realized from the water service area.
2. Winnebago shall set the hook-up fees and water rates in such a fashion that they are consistent throughout the IJRL District.
3. To the extent allowable by law, Winnebago shall require that any parcel attaching to the water system will annex to the municipality within whose territory (pursuant to the border agreement between the Municipalities), the property resides.

B. Winnebago shall purchase from Cherry Valley and Cherry Valley agrees to an assignment of all right title and interest that Cherry Valley may have in the portion of that certain agreement entered into by and between Cherry Valley and Rock 39 which said agreement is attached hereto as Exhibit B as it pertains to certain water assets described therein.

1. The terms of payment for such assignment will be:
  - i. Within sixty (60) days of the issuance of the SSA Bonds, Winnebago will pay to Cherry Valley the sum of Two Hundred Fifty Thousand and 00/100s dollars (\$250,000) and provide Cherry Valley with a zero percent interest Note and Security Agreement or Mortgage on the transferred property for the balance remaining.
  - ii. Winnebago will pay the remaining balance of Four Hundred Fifty Thousand and 00/100s dollars (\$450,000) in annual installments to Cherry Valley beginning on April 15, 2013 in the amount of One Hundred Thousand and 00/100s dollars (\$100,000) with the final installment of Fifty Thousand and 00/100s dollars (\$50,000) to be paid on April 15, 2017.
2. Cherry Valley agrees that it will not provide water service to the SSA Project Area and that it consents to the actions of Winnebago in forming the water service area.
3. As a condition precedent to the payments set for the in sections B.1.i and B.1.ii., above, Cherry Valley shall cause Rock 39 to agree to and consent to such assignment and to the transfer of the water assets to Winnebago.

C. No properties outside of the SSA will be responsible for payment of the SSA or for assessments for the cost of the Water System or any other utility or service provided within the SSA. Notwithstanding the foregoing, any property outside of the SSA which at any time attaches to the Water System or other utility service may be assessed hook-up fees or other costs, recapture fees or charges as may be assessed



from time to time.

- D. Winnebago shall not, directly or indirectly, extend water service or allow the provision of water produced by facilities owned or operated by Winnebago beyond the boundaries of the SSA to the west of I-39 without the consent of New Milford. Winnebago and New Milford may enter into such other and further agreements as may be necessary to cooperatively serve properties within or near the Village in the future. It is agreed that Winnebago shall cause a water main to be constructed which shall terminate on the west side of I-39 in the initial phase of the project.

### III. ALTERNATIVE ENERGY.

- A. Winnebago may form a utility for the distribution of alternative energy to further enhance the IJRL Plan Area.
- B. It is anticipated that methane and/or wind and/or solar energy may be distributed by Winnebago. No incineration plant will be constructed as a part of this Agreement.
- C. Any wind energy will be limited to isolated generating units.
- D. Winnebago shall bear all costs of the alternative energy distribution system and shall retain all profits and benefits associated therewith.
- E. To the extent that the Municipalities or either of them are required to consent to the formation of this utility and/or to the distribution of energy, they each hereby so consent.

### IV. ANNEXATIONS AND ZONING.

- A. The Municipalities will undertake to zone all property within the IJRL Plan Area as Industrial.
- B. To the extent that the Municipalities are unable or unwilling to re- zone the Plan Area or any part thereof, Winnebago shall undertake the zoning of the property or properties and the Municipalities shall use their best efforts to cooperate and assist in that process.
- C. Winnebago agrees that the property adjacent to the I-39 interchange may have a Commercial overlay district and/or business development district created by the Municipalities.
- D. Each community may undertake to annex properties within its respective zone of control and may recover the costs for such annexations (to the extent permitted by law), as a reimbursable cost as set forth in 1.G., above.
- E. Winnebago agrees to cooperate with the annexation efforts of the Municipalities and will use its best efforts to encourage property owners to annex.
- F. The Municipalities agree that once zoning of the IJRL District is changed to Industrial, that it will not be altered in such a way as to impede the ability to develop the property in such fashion as is set forth in the IJRL.

### V. MISCELLANEOUS.

- A. Entire Agreement. This Agreement incorporates the entire agreement of the parties and may be varied only by written further agreement.
- B. Benefit. This Agreement is entered into solely for the benefit of the contracting parties,

and nothing in this Agreement is intended, either expressly or impliedly, to provide any right or benefit of any kind whatsoever to any person or entity who is not a party to this Agreement, or to acknowledge, establish or impose any legal duty to any third party.

- C. **Binding Agreement.** This Agreement shall be binding upon and inure to the benefit of the parties, their heirs, successors and assigns.
- D. **Illinois Law.** This Agreement shall be governed by the laws of the State of Illinois.

**IN WITNESS WHEREOF**, the parties have executed this Intergovernmental Agreement as of the date set forth above at Winnebago County, Illinois.

County of Winnebago, Illinois

By:   
Scott H. Christiansen

Its: COUNTY BOARD CHAIRMAN

ATTEST:

By:   
Margie M. Mullins  
Its: WINNEBAGO COUNTY CLERK

ADDENDUM

**WHEREAS**, the Village of New Milford and the County of Winnebago have entered into an Inter-governmental agreement concerning the development of the area near and including the Baxter Road interchange on Interstate 39 which includes territory within and near the corporate boundaries of the Village of New Milford; and

**WHEREAS**, the Inter-governmental Agreement provides for the establishment of a water main running to the west side of Interstate 39 during the initial phase of the development of the area; and

**WHEREAS**, the Village of New Milford and the County of Winnebago wish to clarify their intentions for the construction of that water main;

**NOW THEREFORE**, the Village of New Milford and the County of Winnebago agree as follows:

1. The above recitals are incorporated herein by reference.
2. The "initial phase of the project" referenced in paragraph II.D. of the Intergovernmental Agreement shall mean that Winnebago County is obligated to install a water main as described in the Agreement, within ninety days of the initiation of industrial or commercial development occurring on the west side of I-39 which will require municipal water service.
3. No additional change or interpretation is intended to affect the remainder of the Inter-governmental Agreement.

Enter into this 26th day of July, 2012.

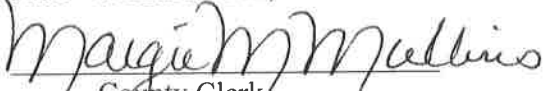
Village of New Milford, Illinois,  
A municipal corporation

County of Winnebago, Illinois,  
A unit of local government

By: \_\_\_\_\_  
Bonnie L. Beard, President


Attest: \_\_\_\_\_  
Village Clerk

By:   
Scott H. Christiansen, Chairman

Attest:   
County Clerk

Respectfully submitted,  
PUBLIC WORKS COMMITTEE

AGREE


  
\_\_\_\_\_  
Kyle Logan, Chairman


  
\_\_\_\_\_  
Isidro Barrios

  
\_\_\_\_\_  
Gary Jury

  
\_\_\_\_\_  
Kay Mullins

\_\_\_\_\_  
Wendy Owano

  
\_\_\_\_\_  
Dave Tassoni

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

DISAGREE

\_\_\_\_\_  
Kyle Logan, Chairman

\_\_\_\_\_  
Isidro Barrios

\_\_\_\_\_  
Gary Jury


\_\_\_\_\_  
Kay Mullins

\_\_\_\_\_  
Wendy Owano

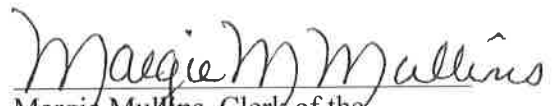
\_\_\_\_\_  
Dave Tassoni

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

The above and foregoing Resolution was adopted by the County Board of the County of Winnebago, Illinois this 26th day of July, 2012.

  
\_\_\_\_\_  
Scott H. Christiansen, 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

Village of Cherry Valley, Illinois

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

Its: \_\_\_\_\_

A T T E S T:

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

Its: \_\_\_\_\_

Village of New Milford, Illinois

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

Its: \_\_\_\_\_

A T T E S T:

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

Its: \_\_\_\_\_







EXHIBIT C

LEGAL DESCRIPTION OF SUBJECT PROPERTY

THAT PART OF THE SOUTHEAST QUARTER OF SECTION 28, TOWNSHIP 43 NORTH, RANGE 2 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE VILLAGE OF CHERRY VALLEY, WINNEBAGO COUNTY, ILLINOIS.

COMMENCING AT THE SOUTHEAST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 28; THENCE SOUTH 89 DEGREES 40 MINUTES 48 SECONDS WEST ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 28, A DISTANCE OF 1718.09 FEET TO THE SOUTHEAST CORNER OF ROCK 39, UNIT THREE, BEING A SUBDIVISION OF PART OF THE SOUTH HALF OF SECTION 28, TOWNSHIP 43 NORTH, RANGE 2 EAST OF THE THIRD PRINCIPAL, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 02, 2014 AS DOCUMENT NUMBER 20141016899 AND CERTIFICATE OF CORRECTION RECORDED JUNE 09, 2014 AS DOCUMENT NUMBER 20141017655, IN THE VILLAGE OF CHERRY VALLEY, WINNEBAGO COUNTY, ILLINOIS; THENCE THE FOLLOWING TWO COURSES ALONG SAID THE EAST LINE OF SAID SUBDIVISION; 1) NORTH 00 DEGREES 08 MINUTES 20 SECONDS EAST, A DISTANCE OF 50.00 FEET TO THE SOUTHEAST CORNER OF LOT 1 IN SAID ROCK 39, UNIT THREE SUBDIVISION AND ALSO BEING THE POINT OF BEGINNING; 2) THENCE CONTINUING NORTH 00 DEGREES 08 MINUTES 20 SECONDS EAST ALONG THE EAST LINE OF SAID LOT 1, A DISTANCE OF 899.03 FEET TO THE NORTHEAST CORNER OF SAID LOT 1; THENCE SOUTH 89 DEGREES 40 MINUTES 48 SECONDS WEST ALONG THE NORTH LINE OF SAID LOT 1, A DISTANCE OF 807.00 FEET TO THE NORTHWEST CORNER OF SAID LOT 1; THENCE NORTH 64 DEGREES 57 MINUTES 51 SECONDS EAST ALONG THE SOUTHEASTERLY LINE OF A 230.00 FEET WIDE RIGHT OF WAY TO COMMONWEALTH EDISON PER DOCUMENT NUMBER 1186817, A DISTANCE OF 1736.68 FEET TO A LINE 980.64 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 28; THENCE NORTH 89 DEGREES 31 MINUTES 54 SECONDS EAST ALONG SAID LINE, A DISTANCE OF 315.98 FEET TO THE LINE 9.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF A 33 FEET WIDE EXCLUSIVE PERPETUAL PIPELINE EASEMENT GRANTED TO NORTHERN ILLINOIS GAS COMPANY BY DOCUMENT NUMBER 1714587 RECORDED AUGUST 14, 1986 ON MICROFILM NO. 86-25-2288L THENCE SOUTH 00 DEGREES 08 MINUTES 20 SECONDS WEST ALONG SAID LINE, A DISTANCE OF 1626.01 FEET TO A LINE 50.00 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID SOUTHEAST QUARTER OF SECTION 28; THENCE SOUTH 89 DEGREES 40 MINUTES 48 SECONDS WEST ALONG SAID LINE, A DISTANCE OF 1080.75 FEET TO THE POINT OF BEGINNING, IN THE VILLAGE OF CHERRY VALLEY, WINNEBAGO COUNTY, ILLINOIS.



## EXHIBIT D

### ELIGIBLE REDEVELOPMENT PROJECT COST SCHEDULE

#### **ELIGIBLE COSTS LIST:**

- Property assembly and acquisition
- Studies, surveys, development of plans, and specifications, cost of implementation and administration of the plan
  - Civil Engineering, Surveying & Layout
  - Testing
  - Architectural Design
  - Insurance
  - Developer Fee
  - General Conditions
  - General Contractor Overhead & Profit
  - Legal
  - Title Insurance
  - Other Professional Consultant Fees
- Building demolitions and site grading/preparation
  - Demolition / Site Clearing
  - Site & Building Earthwork
- Environmental Remediation
- Construction or improvement of public improvements
  - Site Utilities
- The cost of marketing sites within the redevelopment project area to prospective businesses, developers, and investors
  - Brokerage Commissions
- Employment and Training
- Relocation Costs
- Developer Interest Costs

**Costs of infrastructure improvements** which are the following:  
a north water line; a south water line; and a sanitary line  
on the south part of the Subject Property

EXHIBIT E

JOBS CERTIFICATE

[to be retyped on letterhead of submitting party]

\_\_\_\_\_ 20 \_\_\_\_

County of Winnebago, Illinois  
404 Elm Street  
Rockford, Illinois 61101  
Attention: County Administrator

**Re: Jobs Certificate, Quickstart 39, LLC Redevelopment Agreement**

Dear County Administrator:

This Certificate is delivered pursuant to the Quickstart 39, LLC Redevelopment Agreement dated as of , 20\_ (the "Agreement") and constitutes the Jobs Certificate for the period ended December 31, \_\_\_\_\_[add month, day and year] (the "Period"). The undersigned certifies that \_\_\_\_\_ FTEs have been employed at the Project during the Period. Capitalized terms used without definition in this Certificate have the meanings given them in the Agreement.

Sincerely yours,

\_\_\_\_\_

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

Its: \_\_\_\_\_

# **OPERATIONS & ADMINISTRATIVE COMMITTEE**

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

Submitted by: Operations and Administrative Committee

2018 CR

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**RESOLUTION AFFIXING COMPENSATION AND OTHER  
BENEFITS FOR CERTAIN ELECTED COUNTY OFFICIALS**

---

**WHEREAS**, the County Board of the County of Winnebago, Illinois is required to fix the salaries and other benefits to be paid to certain elected officials at least 180 days before the beginning of the term of those elected offices whose compensation is to be fixed; and,

**WHEREAS**, the term of office for the County Clerk, County Treasurer, and County Sheriff are scheduled to commence on December 1, 2018, and the County Board must fix the compensation for these officers on or before June 3, 2018; and,

**WHEREAS**, the County Board adopted Resolution No. 2013-CR114 on August 8, 2013 that stated all elected officials salaries shall be determined, voted on or before 90 days prior to the first official day of the candidate filing period.

**WHEREAS**, no officer may have his or her salary or other benefits increased or decreased during the term for which he or she is elected (with the exception of the Clerk of the Circuit Court).

**NOW, THEREFORE BE IT RESOLVED**, by the County Board of the County of Winnebago, Illinois that the following schedule of salaries be, and the same is, hereby adopted:

**COUNTY CLERK**

December 1, 2018-November 30, 2019	\$85,873
December 1, 2019 -November 30, 2020	\$85,873
December 1, 2020 - November 30, 2021	\$85,873
December 1, 2021 -November 30, 2022	\$85,873

**COUNTY TREASURER**

December 1, 2018 - November 30, 2019	\$85,873
December 1, 2019 - November 30, 2020	\$85,873
December 1, 2020 - November 30, 2021	\$85,873
December 1, 2021 - November 30, 2022	\$85,873

**COUNTY SHERIFF**

December 1, 2018 - November 30, 2019	\$119,040
December 1, 2019 - November 30, 2020	\$119,040
December 1, 2020 - November 30, 2021	\$119,040
December 1, 2021 - November 30, 2022	\$119,040

**BE IT FURTHER RESOLVED**, that the County Clerk, County Treasurer, and County Sheriff shall be eligible for any Health Plan and shall pay the same cost for individual, dependent and retiree health insurance coverage as County employees covered under AFSCME Local 473 Collective Bargaining Unit.

**BE IT FURTHER RESOLVED**, that this Resolution shall be in full force and effect immediately upon its adoption, and the compensation shall take effect upon commencement of office of the County Clerk, County Treasurer, and County Sheriff, after the November 2018 general election.

**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 County Clerk, County Treasurer, and County Sheriff.

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 \_\_\_\_\_ 2018.

ATTESTED BY:

\_\_\_\_\_  
**FRANK HANEY**  
CHAIRMAN OF THE COUNTY BOARD  
OF THE COUNTY OF WINNEBAGO, ILLINOIS

\_\_\_\_\_  
**TIANA McCall**  
CLERK OF THE COUNTY BOARD  
OF THE COUNTY OF WINNEBAGO, ILLINOIS



## Executive Summary

Date: April 19, 2018  
To: Operations & Administrative Committee  
Prepared by: Purchasing Department  
Subject: Resolution Authorizing Joint Purchasing Seal Coating Services

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**County Code:** Winnebago County Purchasing Ordinance

**Background:**

Locations managed by the County Facilities Department are in need of seal coating services. The Rockford Park District and the County of Winnebago joined together for Bid #18-2194 **Joint Purchasing Seal Coating Services** as part of the Chairman's Joint Purchasing Initiative with other local leaders. Thereby allowing both entities to leverage the purchase of seal coating services to secure lower costs.

Bid #18-2194 opening was on April 4, 2018 and there were a total of five initial Bidders with only three meeting the requirements of being a Responsible Bidder. Patriot Pavement Maintenance was the lowest responsive and responsible Bidder. The County Purchasing and Facilities' Department staff reviewed the bid results and agreed the award should be with Patriot Pavement Maintenance.

**Recommendation:**

The County's Facilities Engineer, Shawn Franks, recommends the contract for Bid #18-2194 be awarded to Patriot Pavement Maintenance.

Purchasing Department

404 Elm Street • Room 202 • Rockford, IL 61101

Website: [www.WinColl.us](http://www.WinColl.us)

**It is our mission to provide high quality services and promote a safe community for all people in Winnebago County.**

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

Sponsored by: Gary Jury  
Submitted by: Operations & Administrative Committee

2018 CR

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**RESOLUTION AUTHORIZING JOINT PURCHASING**  
**SEAL COATING SERVICES**

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**WHEREAS**, Section 2-355 of the Winnebago County Code sets forth the guidelines for the County's participation in governmental joint purchasing agreements, and pursuant to the Illinois Governmental Joint Purchasing Act (30 ILCS 525/0.01 et seq.) the County has reviewed the Rockford Park District's Invitation for Bid # 18-2194 for Joint Purchasing Seal Coating Services; and,

**WHEREAS**, various Winnebago County locations need Seal Coating Services; and,

**WHEREAS**, the Operations and Administrative Committee of the County Board for the County of Winnebago, Illinois has reviewed the Bids received for the aforementioned project and recommends awarding the contract as follows:

**PATRIOT PAVEMENT MAINTENANCE**

**825 SEEGER ROAD**

**DES PLAINES, IL 60016**

**(See Bid Tab for Pricing)**

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

**12000-01052 ADMINISTRATION BUILDING**

**12000-01053 COURTHOUSE**

**12000-01056 JUVENILE JUSTICE CENTER**

**12000-01721 CRIMINAL JUSTICE CENTER**

**74500 RIVER BLUFF NURSING HOME**

**77000 ANIMAL SERVICE**

**78000 HEALTH DEPARTMENT-COURT**

**NOW, THEREFORE, BE IT RESOLVED**, that the County Board of the County of Winnebago, Illinois that the County Board Chairman is authorized to execute a contract award, on behalf of the County of Winnebago, to PATRIOT PAVEMENT MAINTENANCE, 825 SEEGER ROAD, DES PLAINES, IL 60016.



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

Respectfully Submitted,  
**OPERATIONS & ADMINISTRATIVE COMMITTEE**

**AGREE**

**DISAGREE**

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GARY JURY, CHAIRMAN

---

GARY JURY, CHAIRMAN

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JEAN CROSBY

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JEAN CROSBY

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ANGIE GORAL

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ANGIE GORAL

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JOE HOFFMAN

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JOE HOFFMAN

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KEITH McDONALD

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KEITH McDONALD

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ELI NICOLSI

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ELI NICOLSI

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DOROTHY REDD

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DOROTHY REDD

The above and foregoing Resolution was adopted by the County Board of the County of Winnebago, Illinois this \_\_\_ day of \_\_\_\_\_ 2018.

ATTESTED BY:

---

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

---

**TIANA J. McCall**  
CLERK OF THE COUNTY BOARD  
OF THE COUNTY OF WINNEBAGO, ILLINOIS

Sponsored by: Dan Fellars, Board Member

COUNTY BOARD MEETING  
April 26, 2018

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

Submitted by: Dan Fellars

2018 CR

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**RESOLUTION ESTABLISHING A SPECIAL COMMITTEE ON COUNTY  
GOVERNMENT EFFICIENCY**

---

**WHEREAS**, the County of Winnebago, Illinois expenses continue to outpace revenue; and

**WHEREAS**, ordinary and extraordinary solutions are required to reduce the cost of County Government operations; and

**WHEREAS**, the County Board believes ordinary and extraordinary solutions are required to reduce the cost of County Government operations and to balance the County Budget.

**NOW, THEREFORE, BE IT RESOLVED**, that the County Board of the County of Winnebago, Illinois hereby establishes a Special Committee of the Board to be known as the *Committee on County Government Efficiency*;

**BE IT FURTHER RESOLVED**, that the herein established Committee on County Government Efficiency shall explore ordinary and extraordinary solutions on reducing the short-term and long-term cost of County Government operations;

**BE IT FURTHER RESOLVED**, that the herein established Committee on County Government Efficiency shall interview and partner with Municipal Governments, Community Groups, the Citizens of the County, and/or any other entity the Committee deems appropriate in pursuit of its mandate;

**BE IT FURTHER RESOLVED**, that the herein established Committee on County Government Efficiency shall meet no less than four times per calendar year, and provide updates to the County Board, and submit resolutions to the County Board in pursuit of its mandate.

Respectfully Submitted,  
**OPERATIONS & ADMINISTRATIVE COMMITTEE**

**AGREE**

**DISAGREE**

\_\_\_\_\_  
GARY JURY, CHAIRMAN

\_\_\_\_\_  
GARY JURY, CHAIRMAN

\_\_\_\_\_  
JEAN CROSBY

\_\_\_\_\_  
JEAN CROSBY

\_\_\_\_\_  
ANGIE GORAL

\_\_\_\_\_  
ANGIE GORAL

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JOE HOFFMAN

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JOE HOFFMAN

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KEITH McDONALD

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

\_\_\_\_\_  
ELI NICOLSI

\_\_\_\_\_  
ELI NICOLSI

\_\_\_\_\_  
DOROTHY REDD

\_\_\_\_\_  
DOROTHY REDD

The above and foregoing Resolution was adopted by the County Board of the County of Winnebago,  
Illinois this \_\_\_\_ day of \_\_\_\_\_ 2018.

ATTESTED BY:

\_\_\_\_\_  
**FRANK HANEY**  
CHAIRMAN OF THE COUNTY BOARD  
OF THE COUNTY OF WINNEBAGO, ILLINOIS

\_\_\_\_\_  
**TIANA McCALL**  
CLERK OF THE COUNTY BOARD  
OF THE COUNTY OF WINNEBAGO, ILLINOIS

Sponsored by: Board Members, Dan Fellars,  
L.C. Wilson, Dorothy Redd, Burt Gerl,  
Joe Hoffman, Angie Goral, Jaime Salgado,  
Dave Tassoni

COUNTY BOARD MEETING  
April 26, 2018

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

Submitted by: Dan Fellars

2018 CR

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**RESOLUTION DENOUNCING NEO-NAZI AND WHITE  
SUPREMACIST ACTIONS IN WINNEBAGO COUNTY**

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**WHEREAS**, Neo-Nazi and White Nationalist literature has recently been distributed among our immigrant and minority communities; and

**WHEREAS**, Winnebago County is a multi-cultural and multi-ethnic community settled by immigrants; and

**WHEREAS**, throughout the course of our nation's history, white nationalism has promoted intimidation and violent repression of individuals solely on the basis of their race, ethnicity, religion, or immigration status; and

**WHEREAS**, while free speech and assembly are bedrock values for Americans, white nationalist and neo-Nazi groups promote agendas that are in irreconcilable conflict with our nation's foundational principles of liberty and justice for all; and

**WHEREAS**, the white nationalist and neo-Nazi message of racial and social intolerance has led to senseless acts of violence and intimidation that continue to terrorize members of ethnic, racial, and religious minority communities;

**WHEREAS**, Winnebago County welcomes all new residents regardless of ancestry, race or religion to participate in the growth and prosperity of the County;

**NOW, THEREFORE, BE IT RESOLVED** by the members of the board for Winnebago County, Illinois, that we strongly denounce and oppose the totalitarian impulses, violent terrorism, xenophobic biases, and bigoted ideologies that are promoted by white nationalists and neo-Nazis.

**BE IT FURTHER RESOLVED**, that our County, and its people will not tolerate

discrimination or hate in any form or manifestation and that we stand united with resolve to promote and ensure equality for all residents of the Winnebago County.

Respectfully Submitted,  
**OPERATIONS & ADMINISTRATIVE COMMITTEE**

**AGREE**

**DISAGREE**

\_\_\_\_\_  
GARY JURY, CHAIRMAN

\_\_\_\_\_  
GARY JURY, CHAIRMAN

\_\_\_\_\_  
JEAN CROSBY

\_\_\_\_\_  
JEAN CROSBY

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ANGIE GORAL

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JOE HOFFMAN

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JOE HOFFMAN

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KEITH McDONALD

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KEITH McDONALD

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ELI NICOLosi

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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 \_\_\_\_\_ 2018.

ATTESTED BY:

\_\_\_\_\_  
**FRANK HANEY**  
CHAIRMAN OF THE COUNTY BOARD  
OF THE COUNTY OF WINNEBAGO, ILLINOIS

\_\_\_\_\_  
**TIANA McCall**  
CLERK OF THE COUNTY BOARD  
OF THE COUNTY OF WINNEBAGO, ILLINOIS

# **PUBLIC SAFETY COMMITTEE**

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

Submitted by: Public Safety Committee

2018 CR

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**RESOLUTION AUTHORIZING EXECUTION OF  
TRAFFIC AND PARKING ENFORCEMENT AGREEMENT  
WITH CHERRY VALE MALL, LLC.**

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**WHEREAS**, Cherry Vale Mall, LLC, wishes to enter into an agreement with the County of Winnebago, Illinois, to allow the Winnebago County Sheriff to regulate the parking of motor vehicles and vehicular traffic in the parking lots at Cherry Vale Mall; and

**WHEREAS**, such an agreement is permissible, upon approval of the County Board, pursuant to 625 ILCS 5/11-209 and 5/11-209.1.

**NOW, THEREFORE, BE IT RESOLVED**, by the County Board of the County of Winnebago, Illinois that the Chairman of the County Board of the County of Winnebago is authorized and directed to execute an Intergovernmental Agreement between the County of Winnebago and Cherry Vale Mall, LLC, for traffic and parking enforcement on the premises of Cherry Vale Mall, a copy of which is attached to this Resolution as Exhibit A.

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

**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 Sheriff of Winnebago County and to Attorney Bradley L. Hendrix, CBL Properties, 2030 Hamilton Place Blvd., Chattanooga, TN 37421.

Respectfully Submitted,  
**PUBLIC SAFETY COMMITTEE**

**AGREE**

**DISAGREE**

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DAVE FIDUCCIA, CHAIRMAN

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DAVE FIDUCCIA, CHAIRMAN

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AARON BOOKER

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AARON BOOKER

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DAN FELLARS

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DAN FELLARS

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ELI NICOLSI

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ELI NICOLSI

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DOROTHY REDD

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DOROTHY REDD

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FRED WESCOTT

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FRED WESCOTT

The above and foregoing Resolution was adopted by the County Board of the  
County of Winnebago, Illinois this \_\_\_\_ day of \_\_\_\_\_ 2018.

ATTESTED BY:

---

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

---

**TIANA J. McCALL**  
CLERK OF THE COUNTY BOARD  
OF THE COUNTY OF WINNEBAGO, ILLINOIS



## **TRAFFIC AND PARKING ENFORCEMENT AGREEMENT**

This Traffic and Parking Enforcement Agreement (“***Agreement***”) is made and entered into as of the \_\_\_\_ day of April, 2018 (“***Effective Date***”) between and among the **THE COUNTY OF WINNEBAGO**, (“***County***”), and **CHERRYVALE MALL, LLC**, a Delaware limited liability company (“***Owner***”).

### **A. RECITALS.**

1. Owner is the “owner,” as that term is defined in Section 11-209 of the Illinois Vehicle Code, 625 ILCS 5/11-209, of those certain tracts of land located at \_\_\_\_\_, Cherry Valley, Illinois, and identified and depicted in **Exhibit A** attached to this Agreement (“***Property***”).

2. The Property is currently improved with a shopping center building and numerous outlot retail buildings, collectively and commonly known as the Cherry Vale Mall, and with vehicular parking lots that serve the Cherry Vale Mall (collectively, the “***Parking Lots***”).

3. Owner desires to enter into an agreement with the County in order to empower the County to regulate the parking of motor vehicles and vehicular traffic within the Parking Lots, pursuant to the provisions of Section 11-209 and 11-209.1 of the Illinois Vehicle Code, 625 ILCS 5/11-209 and 5/11-209.1.

4. The County and Owner desire to enter into this Agreement regarding the enforcement of traffic and parking regulations by the County within the Parking Lots.

### **B. REGULATION OF TRAFFIC AND PARKING.**

**Enforcement by County.** Owner hereby authorizes the County, and the County hereby agrees, to enforce within the Parking Lots: (1) all generally-applicable traffic and parking regulations set forth in the county of Winnebago Code of Ordinances, as may be amended from time to time; and (2) the Illinois Vehicle Code, 625 ILCS 5/1-100 *et al.*, as may be amended from time to time.

1. **License Granted.** Owner hereby grants a non-exclusive License to the County, and to its authorized officials, officers, employees, agents, and representatives, to enter the Property for the purpose of performing the traffic and parking enforcement authorized pursuant to this Agreement.

2. **Limitation of Service.** Owner acknowledges and agrees that the County, in the exercise of its sole discretion, may determine when it shall provide traffic and parking enforcement pursuant to this Agreement.

### **C. COSTS.**

Owner acknowledges and agrees that it is solely responsible, and that the County will have no obligation, for payment of the costs of installation and maintenance of all traffic control or parking signs or devices located on the Property and used in connection with the traffic and parking enforcement contemplated by this Agreement nor for any costs of towing vehicles in conjunction with this Agreement.

The County, through its Sheriff, or his legally designated representative, and the General Manager of Cherryvale Mall or its designated representative, shall jointly inspect said property for the purpose of determining what (if any) traffic signs, signals and/or markings are necessary for the safe and effective movement of traffic in and upon said property. Following such inspection, the Owner, at its sole discretion and its sole expense may cause such signage to be installed on its property.

### **D. MAINTENANCE.**

[Intentionally Omitted]

### **E. TERM.**

This Agreement is for a 2-year term, beginning on the Effective Date. Either Party may terminate this Agreement at any time, with or without cause, by delivering written notice to the other Party not less than 30 days prior to the date of termination.

### **F. RELEASE; INDEMNIFICATION.**

1. **Release.** Owner hereby releases the County and its officials, officers, employees, agents, attorneys, and representative in connection with any and all actions or claims for any loss or damage to the Parking Lots or the Property, or any other property of the Owner, as a consequence of the performance of this Agreement.

## **G. ENFORCEMENT.**

1. **General.** Owner agrees that it will not seek, and does not have the right to seek, to recover a judgment for monetary damages against the other or any elected or appointed officials, officers, employees, agents, representatives, engineers or attorneys of the County, on account of the negotiation, execution or breach of any of the terms and conditions of this Agreement. The sole and exclusive remedy available to each party, upon any breach of this Agreement by the other, is the termination of this Agreement under its terms. This provision does not apply to claims involving property damage or reimbursement pursuant to Section C. above. Likewise, for claims that Owner may have or may result in the future outside of the terms and conditions of this Agreement, the parties agree that this Section G(1) shall be inapplicable to such claims.

## **H. OWNER WARRANTIES.**

Owner hereby represents and warrants to the County, to the best of its knowledge and information as of the date of this Agreement, as follows:

1. Owner has the authority and the legal right to make, deliver, and performs this Agreement, and has taken or will take all necessary actions and obtain all required consents and approvals to authorize the execution, delivery, and performance of this Agreement.

2. This Agreement constitutes the legal, valid, and binding obligation of Owner and is enforceable against Owner in accordance with its terms.

3. To the best of the knowledge of the legal representatives of Owner, the execution, delivery, and performance of this Agreement is not prohibited by or in conflict with any requirement of law or under any contractual obligation of Owner,

will not result in a breach or default under any agreement to which Owner is a party or is bound, and will not violate any restriction, court order, or agreement to which Owner is subject.

**4.** The parties executing this Agreement on behalf of Owner and executing and delivering any other agreement or other item is contemplated by this Agreement or otherwise required to fulfill Owner's obligations under this Agreement, have full authority to bind Owner to those obligations and to act on behalf of Owner.

## **I. GENERAL PROVISIONS.**

**1. Notices.** All notices and payments required or permitted to be given under this Agreement shall be given by the Parties by (i) personal delivery, (ii) deposit in the United States mail, enclosed in a sealed envelope with first class postage thereon, or (iii) deposit with the nationally recognized overnight delivery service, addressed as stated in this Section I.1. The address of either Party may be changed by written notice to the other Party. Any mailed notice shall be deemed to have been given and received within three days after the same has been mailed and any notice given by overnight courier shall be deemed to have been given and received within 24 hours after deposit.

Notices and communications to the Parties shall be addressed to, and delivered at, the following address:

If to the County:	Winnebago County Sheriff's Office 650 West State Street Rockford, IL 61101 Attention: Sheriff
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With a copy to:	Winnebago County State's Attorney 400 W. State Street, Ste. 804 Rockford, IL 61101 Attention: Civil Bureau
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If to Owner:	Cherryvale Mall, LLC Attention: Senior General Manager
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With a copy to:

CBL & Associates Management, Inc.  
Attn: Chief Legal Officer  
CBL Center  
Suite 500  
2030 Hamilton Place Boulevard  
Chattanooga, TN 37421

**2. Time of the Essence.** Time is of the essence in the performance of all terms, covenants, and conditions of this Agreement.

**3. Consents.** Whenever the consent or approval of either party is required in this Agreement, such consent or approval shall be in writing and shall not be unreasonably withheld or delayed, and, in all matters contained herein, both parties shall have an implied obligation of reasonableness, except as may be expressly set forth otherwise.

**4. Exhibits.** **Exhibit A** attached to this Agreement is, by this reference, incorporated in and made a part of this Agreement. In the event of a conflict between an exhibit and the text of this Agreement, the text of this Agreement shall control.

**5. Amendments and Modifications.** No amendment or modification to this Agreement shall be effective unless and until it is reduced to writing and approved and executed by the parties to this Agreement in accordance with all applicable statutory procedures.

**6. No Joint Venture.** It is hereby understood and agreed that nothing contained in this Agreement shall be deemed or constructed as creating the relationship of principal and agent, partnership or joint venture between the parties to this Agreement, it being agreed that no provision of this Agreement and no acts of the parties to this Agreement shall be deemed to create any relationship between the parties other than the relationship set forth specifically by the terms of this Agreement.

**7. Entire Agreement.** This Agreement constitutes the entire agreement between the parties to this Agreement, and supersedes all prior agreements and negotiations between the parties, whether written or oral, relation to the specific subject matter of this Agreement.

8. **No Third Party Beneficiaries.** No claim as a third party beneficiary under this Agreement by any person, firm, or corporation shall be made, or be valid, against the County or Owner.

9. **Recording.** The Parties acknowledge and agree that a copy of this Agreement will be recorded in the Office of the Winnebago County Recorder.

[SIGNATURE PAGE FOLLOWS]

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be executed by their duly authorized representatives as of the date first above written.

COUNTY OF WINNEBAGO, an Illinois body politic

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

ATTEST:

---

Tiana McCall  
Clerk of the County Board  
of the County of Winnebago, Illinois

**CHERRYVALE MALL, LLC, a Delaware limited liability company.**

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

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

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

Submitted by: Public Safety Committee

2018 CR

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**RESOLUTION APPROVING POSITION REQUISITION  
FOR SHERIFF'S DEPUTY POSITION FOR WINNEBAGO  
COUNTY SHERIFF'S DEPARTMENT**

---

**WHEREAS**, pursuant to policy of the County of Winnebago, all departments seeking to fill vacant positions in their departments must submit to the County Administrator a Position Requisition prior to submission to the County Board to fill the vacant position; and

**WHEREAS**, on April 3, 2018, the Winnebago County Sheriff's Department submitted a Position Requisition Form requesting the filling of a vacancy for a Crime Scene Technician; and

**WHEREAS**, there are not sufficient funds in the budget of the Winnebago County Sheriff's Department 2018 FY budget to fund this position.

**NOW, THEREFORE, BE IT RESOLVED**, by the County Board of the County of Winnebago, Illinois that the County Administrator is authorized to approve the Position Request submitted by the Winnebago County Sheriff's Department for the filling of a vacancy for a Crime Scene Technician.

**BE IT FURTHER RESOLVED**, that this Resolution shall be effective 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 Sheriff and to the Winnebago County Finance Director.



Respectfully Submitted,  
**PUBLIC SAFETY COMMITTEE**

**AGREE**

**DISAGREE**

---

DAVE FIDUCCIA, CHAIRMAN

---

DAVE FIDUCCIA, CHAIRMAN

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AARON BOOKER

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AARON BOOKER

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DAN FELLARS

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DAN FELLARS

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ELI NICOLSI

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ELI NICOLSI

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DOROTHY REDD

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DOROTHY REDD

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FRED WESCOTT

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FRED WESCOTT

The above and foregoing Resolution was adopted by the County Board of the  
County of Winnebago, Illinois this \_\_\_\_ day of \_\_\_\_\_ 2018.

ATTESTED BY:

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

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**TIANA J. McCALL**  
CLERK OF THE COUNTY BOARD  
OF THE COUNTY OF WINNEBAGO, ILLINOIS



## Executive Summary

Date: April 20, 2018

Item: Resolution to Approve Agreement for Phase 1 Lean Implementation Consulting Services in Sheriff's Department

Prepared by: Julia Halsted, Deputy County Administrator

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**Governing Statute:** 55 ILCS 5/5-1016 states, "A county board may manage the county funds and county business."

**County Ordinance:** 2018 CO 007 states, "Host Fee funds are to be awarded for economic development initiatives, programs, and projects."

**Associated Committee(s):** Public Safety and Economic Development Committees

**Committee Recommendation:** Public Safety Committee review on April 18 and April 26, 2018; Economic Development Committee review for Host Fee funding on April 18 and 25, 2018

**Background:** Lean methodologies maximize value while minimizing required resources. With dwindling budgets and increasing costs, the County Board Office and Sheriff's Department sought out a highly qualified professional service provider to facilitate the implementation of Lean into the Sheriff's Department operations. The mutually recommended vendor offers more than 20 years experience and outcomes as a result of applying this collaborative process improvement approach to a wide range of industries.

**Recommendation:** It is recommended that the Public Safety Committee support this resolution for consideration by the Board on April 26, 2018.

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

Sponsored by: Dave Fiduccia  
Submitted by: Public Safety Committee

2018 CR \_\_

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**RESOLUTION to APPROVE AGREEMENT for**  
**PHASE 1 LEAN IMPLEMENTATION CONSULTING SERVICES**  
**in SHERIFF'S DEPARTMENT**

---

**WHEREAS**, County of Winnebago, Illinois, seeks innovative solutions to ensure the resources necessary to sustain quality services throughout the County; and

**WHEREAS**, the Sheriff's Department represents a substantial investment in the County's continuum of public safety services; and

**WHEREAS**, County expenses continue to exceed revenue and reserves spending is no longer viable; and

**WHEREAS**, the Sheriff's Department is prepared to apply a cross-functional, collaborative, process improvement methodologies to identify savings through the elimination of waste while improving service.

**NOW, THEREFORE, BE IT RESOLVED**, by the County Board of the County of Winnebago, Illinois, that the County Board Chairman enter into an agreement (Exhibit A) with consultant Dom Sawchuk for Phase 1 Lean Implementation Services for the Sheriff's Department as described therein.

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

Respectfully submitted,  
**PUBLIC SAFETY COMMITTEE**

**AGREE**

**DISAGREE**

\_\_\_\_\_  
DAVE FIDUCCIA, CHAIRMAN

\_\_\_\_\_  
DAVE FIDUCCIA, CHAIRMAN

\_\_\_\_\_  
AARON BOOKER

\_\_\_\_\_  
AARON BOOKER

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DAN FELLARS

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DAN FELLARS

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ELI NICOLSI

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ELI NICOLSI

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DOROTHY REDD

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DOROTHY REDD

\_\_\_\_\_  
FRED WESCOTT

\_\_\_\_\_  
FRED WESCOTT

The above and foregoing Resolution was adopted by the County Board of the  
County of Winnebago, Illinois, this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

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

Attested by:

\_\_\_\_\_  
Tiana McCall  
Clerk of the County Board  
of the County of Winnebago, Illinois

## **CONSULTING AGREEMENT**

**THIS AGREEMENT dated this \_\_\_\_ day of April, 2018, by and between the County of Winnebago, an Illinois body politic (“County”) and Dom Sawchuk (“Consultant”).**

### **Definitions**

For the purposes of this Agreement, the following definitions will apply.

1. “Lean” is defined as the elimination of the wastes including correction, overproduction, motion, movement, waiting, inventory, processing, and underutilization, using process improvement methodologies based on respect for people and continuous improvement.

### **Services to be Provided**

1. The County hereby agrees to engage Consultant and Consultant agrees to provide the following consulting services:

Phase One Lean Implementation within the Winnebago County Sheriff’s Department, the description of which is attached hereto as Exhibit A, will specifically include: (1) Corrections - especially the transportation of prisoners, (2) Courthouse Security, and (3) Civil Process. The review process will provide suggested improvements in each of the three areas. Phase One shall include the development of an implementation plan for recommended Lean improvements, the anticipated scope, schedule, and required resources for the plan.

Phase One includes 24 days of service over a 6-8 week period. Days of service will be agreed upon between the County and Consultant. If Phase One is completed in less than 24 service days, the remainder of the fee will either be applied at the rate of \$800 per day to Phase Two (implementation of Phase One recommended improvements) or to expand Phase One as may be mutually agreed by the Parties. Expansion of Phase One would include continued focus in the areas of Corrections, Courthouse Security, and Civil Process. Should the County wish to obtain a Lean implementation recommendation for new areas of focus within the Sheriff’s Department operations, unused service days may be applied toward areas identified in an amended agreement.

Should the County discontinue services, unused service days will be deducted from the final invoice at the rate of \$800 per day.

2. The Services will also include any other consulting tasks on which the Parties may agree. The Consultant hereby agrees to provide such Services to the County at no additional cost, unless first agreed to in an approved written Agreement approved by the Winnebago County Board.

### **Term of Agreement**

3. The term of this Agreement (the "Term") will begin on the date of this Agreement and shall continue until the completion of the Services described herein, unless earlier terminated as set forth below. The Term may be extended with the written consent of the Parties, however, no additional compensation shall be paid unless approved in writing by the Winnebago County Board.
4. Either Party may terminate this Agreement upon 10 days written notice to the other Party. Should the Agreement be terminated prior to completion, the County shall be required to pay Consultant only the per diem prorated amount for the portion of the Services delivered based on service days provided as of the termination date. Therefore, the Consultant is expected to record service days on an ongoing basis, and submit service dates on the final invoice.

### **Compensation**

5. The Consultant will charge the County \$19,200.00 (the "Compensation") for the Services described herein. Consultant shall be paid 50% of the fee upon the execution of this Agreement and the balance upon completion of Phase One services. Invoices submitted by the Consultant to the County shall be paid according to the Illinois Prompt Payment Act.

### **Confidentiality**

6. The Consultant shall not disclose, divulge, reveal, report or use, for any purpose, any Confidential Information which the Consultant has obtained, except as authorized by the County or as required by law. The obligations of confidentiality will apply during the term of this Agreement and will survive indefinitely upon termination of this Agreement.
7. All written and oral information and material disclosed or provided by the County to the Consultant under this Agreement is Confidential Information regardless of whether it was provided before or after the date of this Agreement or how it was provided to the Consultant.
8. The Consultant may not use the Confidential Information for any purpose other than that contracted for in this Agreement except with the written consent of the County. The Consultant

will be responsible for any and all damages resulting from the unauthorized use of the Confidential Information.

### **Return of Property**

9. Upon the expiry or termination of this Agreement, the Consultant will return to the County any property, documentation, records, or Confidential Information which is the property of the County.

### **Independent Contractor**

10. In providing the Services under this Agreement it is expressly agreed that the Consultant is acting as an independent contractor and not as an employee. The Consultant and the County acknowledge that this Agreement does not create an employment relationship between the parties. Consultant shall be, for all purposes, an independent contractor to the County. Consultant shall be responsible for complying with payment and reporting requirements for all local, state, and federal taxes for compensation received under this Agreement.

### **Notice**

11. All notices, shall be delivered to the Parties at the following addresses:

- a. Winnebago County - Office of the Chairman  
404 Elm St., Ste 533, Rockford, IL 61101

- b. Dom Sawchuk  
11333 Jeff Drive, Machesney Park, IL 61115

or to such other address as either Party may from time to time notify the other, via first class mail postage paid.

### **Indemnification**

12. Each Party agrees to indemnify and hold harmless the other Party, and its respective affiliates, officers, agents, employees, and permitted successors and assigns against any and all claims, losses, damages, liabilities, penalties, punitive damages, expenses, reasonable attorneys fees and costs of any kind or amount whatsoever, which result from or arise out of any act or omission of the indemnifying party, its respective affiliates, officers, agents, employees, and permitted

successors and assigns that occurs in connection with this Agreement. This indemnification will survive the termination of this Agreement.

### **Modification of Agreement**

13. Any amendment or modification of this Agreement or additional obligation assumed by either Party in connection with this Agreement will only be binding if evidenced in writing signed by each Party or an authorized representative of each Party.

### **Assignment**

14. The Consultant will not voluntarily, or by operation of law, assign or otherwise transfer its obligations under this Agreement without the prior written consent of the County.

### **Enurement**

15. This Agreement will enure to the benefit of and be binding on the Parties and their respective heirs, executors, administrators and permitted successors and assigns.

### **Titles/Headings**

16. Headings are inserted for the convenience of the Parties only and are not to be considered when interpreting this Agreement.

### **Governing Law**

17. This Agreement will be governed by and construed in accordance with the laws of the State of Illinois.

### **Severability**

18. In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.



**Waiver**

19. The waiver by either Party of a breach, default, delay or omission of any of the provisions of this Agreement by the other Party will not be construed as a waiver of any subsequent breach of the same or other provisions.

**IN WITNESS WHEREOF** the Parties have duly affixed their signatures under hand and seal on this \_\_\_\_\_ day of April, 2018.

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

Attested by:

\_\_\_\_\_  
Tiana McCall  
Clerk of the County Board  
of the County of Winnebago, Illinois

\_\_\_\_\_  
Dom Sawchuk



# **WINNEBAGO COUNTY ADMINISTRATION**

## **A LEAN APPROACH TO WINNEBAGO COUNTY SHERIFF'S OFFICE**

Dom Sawchuk

April 02, 2018

# Current Situation

- County expenses exceed revenue
- Reserve spending no longer a viable option to cover the gap
- Revenues not be expected to increase in the near future
- To right-size the budget, multiple county departments were affected
- Reductions of \$4.3 million were set for the Sheriff's Office
- Recently amended budget to add 10 new corrections officers
- Additional savings require process improvements / redesign

# Executive Overview Lean Deployment

- An initial meeting was held February 16, with the Chairman's leadership team
- A second meeting was held March 15, with the Chairman and the Sheriff
- A meeting was held March 29, with the Sheriff's team to set a direction
  - Gary Caruana \*
  - Dominick Barcellona
  - Bob Redmond \*
  - Mark Karner
  - Michael Schultz
  - Tami Goral \*
  - Tammy Stanley \*
- Provided an overview of what a Lean Transformation is and what to expect
- Lively conversations supporting the elimination of waste, improved service
- Decided to move forward quickly focusing initially on three areas:
  - Corrections, especially the transportation of prisoners
  - Court House Security
  - Civil Processes
- Scheduled a workshop April 4, to launch process improvement initiative
  - Initial attendees \*, plus Donald Gasparini, Jr.

# Recommended Approach

- Phase 1 – Design and develop the solution
  - Process documentation
  - Identify improvements
  - Develop implementation plan
- Phase 2 – Implement the solution
  - Pilot Implementation
  - Monitor and make adjustments
  - Define roll out implementation
- Phase 3 – Monitor and Standardize
  - Documentation and training
  - Implement complete

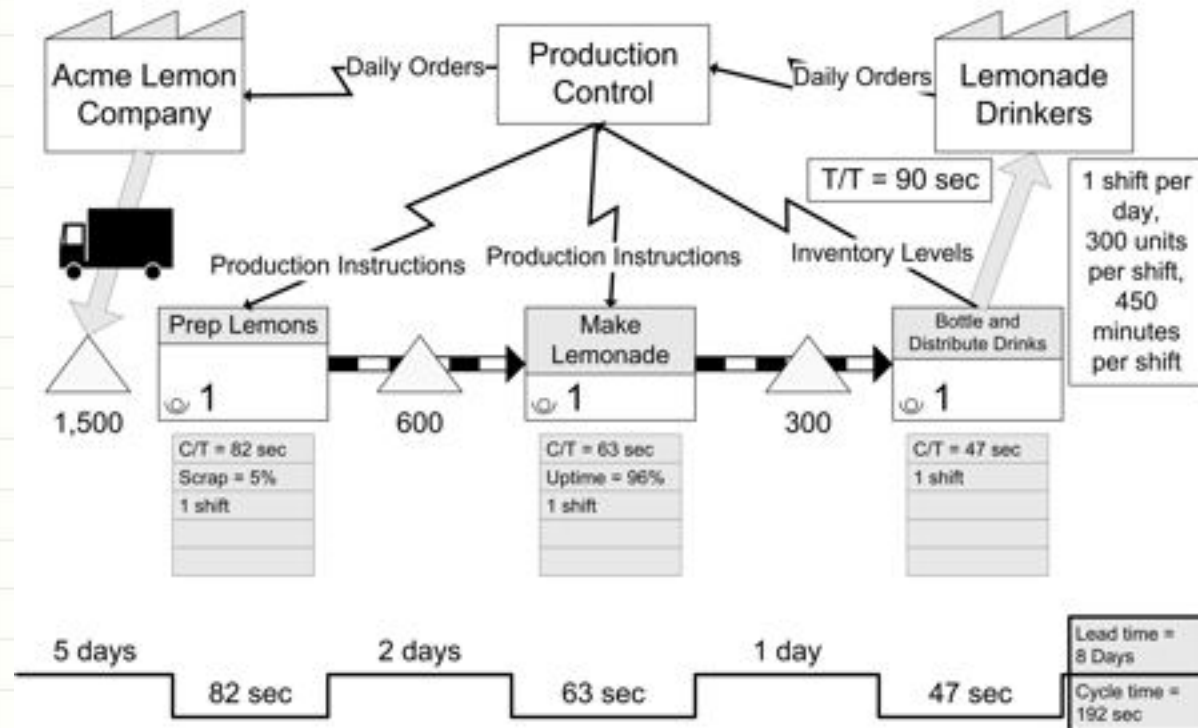
# Recommended Approach – Phase 1

- Document Current process – Don't change what's not known
  - Value Stream Map
  - Swim Lane Map
- Identify Process Improvement Opportunities
  - Research best practices within industry
  - Best practices that current stakeholder have ideas for
- Create a Future State process – A shared objective, common goals
  - Value Stream
  - Swim Lane
- Develop Implementation Plan
  - Scope, Schedule, Resources
  - Performance Metrics

**Most Important** – Involve cross functional stakeholders in all stages  
A team based approach is ideal

# Value Stream Map

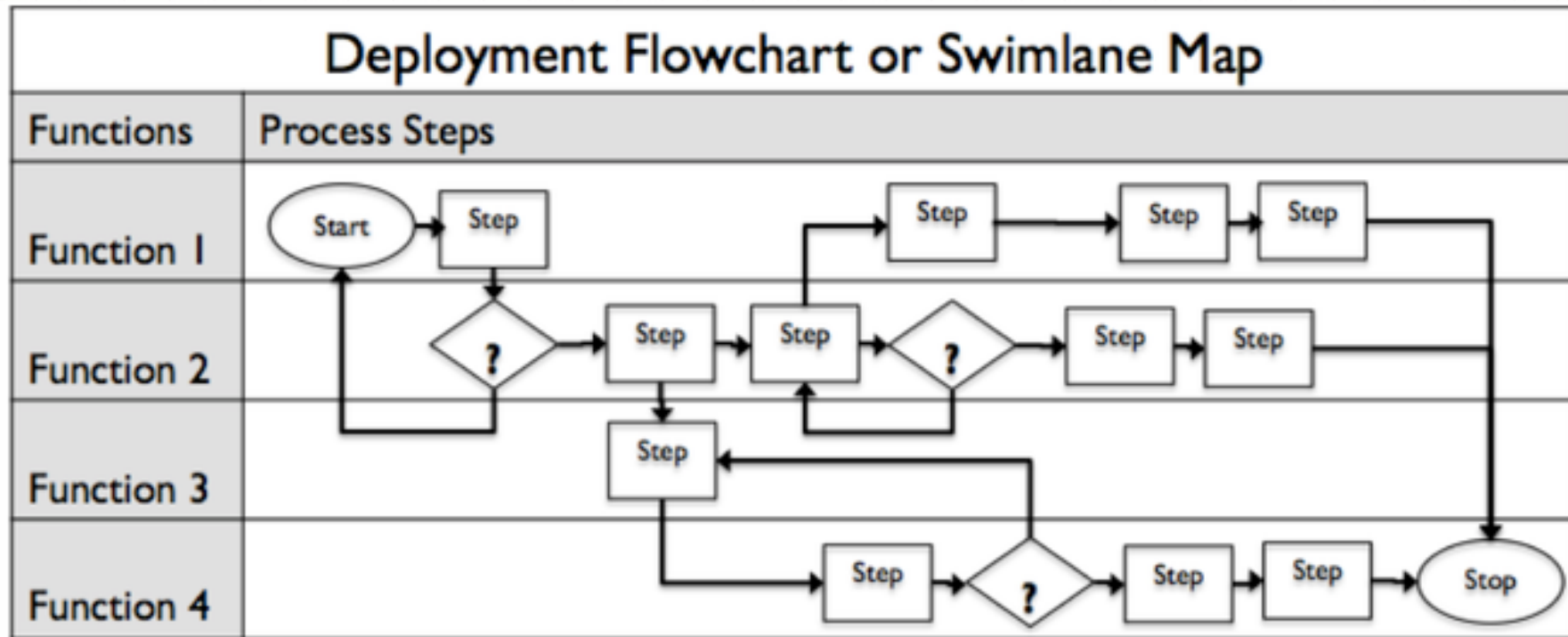
Jimmy's Lemonade, Current State Value Stream Map



Prepared March 19, 20XX



# Swim Lane Map





# Phase 1 – Requirements and Timing

- Requirements
  - Access is required to all relevant work areas included in scope
  - Access to all relevant information supporting the process
  - Sustained participation of knowledgeable representatives of each area
  - Key individuals may be engaged as needed including interviews
  - Work space suitable for team interaction and workshops
  - Internet access, printer access, parking
- Timing
  - Anticipated duration for Phase 1 is 6 to 8 weeks
  - Level of effort during Phase 1 is 2 to 3 days per week
  - Key deliverable of Phase 1 is the implementation plan, i.e. Phase 2
    - Scope, Schedule, Resources
    - Metrics and expected outcomes
  - Agreement from Steering Committee to proceed to Phase 2

# Phase 1 – Cost of Services

- Fees are normally billed at \$1,200 per day.
- Fees for Phase 1 will be discounted to \$800 per day.
- Days of service for Phase 1 are expected to be 24
- Consulting fees @ 24 days X \$800 = \$19,200
- Fees do not include expenses incurred, billed separately

Discount is applied assuming the \$19,200 will be paid in advance as a retainer. If the number of days used is less than 24, the remainder will either be applied to Phase 2 or expand Phase 1 to additional areas.

On a personal note, this community is my home. I'm very interested in a role that helps move our community forward.

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

Submitted by: Public Safety Committee

2018 CR

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**RESOLUTION AUTHORIZING THE EXECUTION OF  
INTERGOVERNMENTAL COOPERATION AGREEMENT WITH  
THE CITY OF ROCKFORD FOR TEMPORARY 911  
CALL TAKING & DISPATCH SERVICES**

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**WHEREAS**, the County of Winnebago wishes to contract with the City of Rockford to temporarily provide 911 emergency call taking services; and

**WHEREAS**, the County and the City have negotiated an agreement containing the terms for providing such emergency call taking services, a copy of the agreement is substantially the same as that attached as Exhibit A to this Resolution.

**NOW, THEREFORE, BE IT RESOLVED**, that the Chairman of the County Board of the County of Winnebago is authorized and directed to execute an intergovernmental agreement with the City of Rockford to temporarily provide 911 emergency call taking services, which is substantially similar to the attached Exhibit A.

**BE IT FURTHER RESOLVED**, that this Resolution shall be in full force and effect immediately upon its adoption by both the County of Winnebago and the City of Rockford.

**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 Mayor of the City of Rockford and to the Sheriff of Winnebago County.

Respectfully Submitted,  
**PUBLIC SAFETY COMMITTEE**

**AGREE**

**DISAGREE**

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DAVE FIDUCCIA, CHAIRMAN

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DAVE FIDUCCIA, CHAIRMAN

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AARON BOOKER

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AARON BOOKER

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DAN FELLARS

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DAN FELLARS

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ELI NICOLSI

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ELI NICOLSI

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DOROTHY REDD

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DOROTHY REDD

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FRED WESCOTT

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FRED WESCOTT

The above and foregoing Resolution was adopted by the County Board of the  
County of Winnebago, Illinois this \_\_\_\_ day of \_\_\_\_\_ 2018.

ATTESTED BY:

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

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**TIANA J. McCALL**  
CLERK OF THE COUNTY BOARD  
OF THE COUNTY OF WINNEBAGO, ILLINOIS