

**Winnebago County Board  
Regular Adjourned Meeting  
Thursday, June 14, 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 -----J. Webster**

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

**Awards                   -   None**

**Presentations                   -   None**

**Proclamations                   -   “2018 Fred VanVleet Fan Fest” – Accepted by  
Fred VanVleet**

**Public Participation                   -   None**

**Minutes**

**“May I Please Have a Motion to Approve the Minutes from May 10, 2018 Meeting and to Layover the Minutes from the May 24, 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. Byron STATION, Units 1 and 2 – NRC Inspection of Temporary Instruction 2515/194, Inspection of the Licensee’s Implantation of Industry Initiative Associated with the Open Phase Condition Design Vulnerabilities in Electric Power Systems (NRC Bulletin 2015-01) – Inspection Report 05000454/2018011; 05000455/2018011**
  - b. Braidwood Station, Byron Station, Clinton Power Station, Dresden Nuclear Power Station, LaSalle County, and Quad Cities Nuclear Power Station – Information Request to Support the NRC Annual Baseline Emergency Action Level and Emergency Plan Changes Inspection**
  - c. Federal Register / Vol. 83, No. 99 / Tuesday, May 22, 2018 / Notices**
  - d. Preliminary RAIs for Braidwood and Byron Stations 50.69 Amendment**
  - e. Operator Licensing Examination Approval**
  - f. Braidwood Station, Units 1 and 2 – NRC Design Basis Assurance Inspection (PROGRAMS) Inspection Report 05000456/2018012 and 05000457/2018012**
  - g. Federal Register / Vol. 83, No. 108 / Tuesday, June 5, 2018 / Notices**
  - h. Federal Register / Vol. 83, No. 108 / Tuesday, June 5, 2018 / Notices**
  - i. Byron Station, Unit Nos. 1 and 2, and Braidwood Station, Units 1 and 2 – Correction to Technical Specification Amendment Identification Format (Additional information on file in County Clerk’s Office)**
  - j. Byron Station, Unit Nos. 1 and 2, and Braidwood Station, Units 1 and 2 – Correction to Technical Specification Amendment Identification Format (Additional information on file in County Clerk’s Office)**
  - k. Braidwood Station, Unit 2 – Relief from the Requirements of the American Society of Mechanical Engineers Code (EPID L-2017-LLR-0155)**
  - l. Byron Station, Units 1 and 2 – Confirmation of Initial License Examination**
- 2. County Clerk McCall received from Nancy L. McPherson, Winnebago County Recorder the Monthly Report for May 2018**

3. **County Clerk McCall received the following from the Illinois Environmental Protection Agency:**
  - a. **Notice of Application for Permit to Manage Waste – Description of Project: Annual Closure and Post-Closure Care Cost Update in Accordance with Condition X.8 of Permit Modification No. 19.**
  - b. **Notice of Application for Permit to Manage Waste – Description of Project: Annual Closure and Post-Closure Care Post Update in Accordance with Condition IX.8 of Permit Modification No. 70.**
  - c. **Notice of Application for Permit to Manage Waste – Description of Project: Annual Post-Closure Care Cost Update in Accordance with Condition IX.8 of Permit Modification No. 88.**
  - d. **Notice of Application for Permit to Manage Waste – Description of Project: Annual Closure and Post-Closure Care Cost Update in Accordance with Condition X.8 of Permit No. 2013-295.**
  - e. **Notice of Application for Permit to Manage Waste – Description of Project: This Application Addresses Condition X.7.**
4. **County Clerk McCall received from Comcast a letter regarding Changes to the Comcast Channel Line-up in Our Community.**

**GO TO REGULAR AGENDA**

# WINNEBAGO COUNTY BOARD AGENDA



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

**Thursday, June 14, 2018**  
**6:00 p.m.**

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

- Awards – None
- Presentations – None
- Proclamations – “2018 Fred VanVleet Fan Fest” – Accepted by Fred VanVleet

## **Board Member Correspondence**

## **Chairman’s Report**

## **County Administrator’s Report**

## **Consent Agenda**

- Raffle Report

## **Standing Committee Reports**

### **1. Finance Committee – Ted Biondo, Committee Chairman**

- A. Committee Report
- B. Budget Amendment 2018-029 – Highway Department Budget Amendment – Budget Neutral to be Laid Over
- C. Resolution Authorizing Change of Plan Administrators for the County of Winnebago Deferred Compensation Plan and the ICMA Retirement Corporation Plan

### **2. Zoning Committee – Jim Webster, Committee Chairman**

- A. Planning and/or Zoning Requests:
  - 1. 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
- B. Committee Report

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

- A. Committee Report

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

- A. Committee Report
- B. Resolution Awarding Bid for Blast Chiller
- C. Resolution Awarding Bid for Laboratory Services
- D. Resolution Approving Amendment to Health and Wellness Services Agreement with OSF Saint Francis, Inc.
- E. Resolution Authorizing the Chairman of the County Board to Execute Lease Agreement for Space at 555 North Court Street (United Dental Partners, LLC)
- F. Ordinance Amending Section 62-14 (Discrimination/Harassment Policy) of Chapter 62 of the County Code of Ordinances to be Laid over
- G. Ordinance Amending Sections of Chapter 2, Article II, Division 2 of the County Code of Ordinances (Presentation of Budget Amendments to the Finance Committee) to be Laid Over
- H. Ordinance Creating Sections of Chapter 2, Article III, Division 5 (Operations Officer) of the County Code of Ordinances to be Laid Over
- I. Ordinance Creating Sections of Chapter 2, Article III, Division 6 (Chief Strategic Initiatives Officer) of the County Code of Ordinances to be Laid Over

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

- A. Committee Report
- B. **(18-015)** A Resolution Determining The General Prevailing Rate of Hourly Wages in the County of Winnebago, Illinois  
Cost: \$ n/a C.B. District: County Wide
- C. **(18-016)** A Resolution Authorizing an Agreement for the Acceptance of Property Transfer from the State of Illinois of Right-Of-Way on County Highway 11 (Perryville Road) Between Harrison Avenue and Guilford Road  
WC Cost: \$00.00 C.B. District: 8 & 11
- D. **(18-017)** Resolution Appropriating the Local Share of Funds and Authorizing the Execution of a Local Public Agency Agreement for Federal Participation for Guardrail Improvements at Various Locations throughout the County (SECTION 17-00637-00-GR)  
WC Cost: \$100,000 C.B. District: County Wide  
Federal: \$900,000  
Total Cost: \$1,000,000
- E. **(18-018)** Resolution Authorizing the Purchase of Track Skid Loader  
Cost: \$53,020 C.B. District: County Wide
- F. **(18-019)** An Ordinance Amending Chapter 82 of the Winnebago County Code Regulating the Placement of Utilities and Facilities within the Rights-of-Way of Winnebago County Highways  
Cost: \$ n/a C.B. District: County Wide
- G. **(18-020)** An Ordinance Amending Chapter 82 of the Winnebago County Code Regulating the Placement of Small Wireless Telecommunication Facilities within County Right-Of-Ways or on County Owned Infrastructure  
Cost: \$ n/a C.B. District: County Wide

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

- A. Committee Report

**Unfinished Business**

**New Business**

**Closed Session**

**Adjournment**

**Next Meeting: Thursday, June 28, 2018**



# Proclamation

*in recognition of*

**the 2018**

## **Fred VanVleet Fan Fest**

**WHEREAS,** Fred VanVleet is a 2012 graduate of Auburn High School. At Auburn, he was voted 1<sup>st</sup> Team All-State by the Associated Press and Chicago Sun Times. He scored 1,314 career points as a four-year starter and led the Knights to a 3<sup>rd</sup> Place finish in the IHSA Tournament.

**WHEREAS,** Fred attended Wichita State University and was twice voted Missouri Valley Conference Player of the Year. Additionally, he was a Naismith Award Finalist, Cousy Award Finalist, Honorable Mention All American, and 1<sup>st</sup> Team All Conference. In 2013, WSU defeated #1 Seed Gonzaga and reached the Final 4.

**WHEREAS,** Fred has played professionally in the NBA for the Toronto Raptors for the past two seasons. Toronto earned the #1 seed in the East Conference this year and Fred has recently been nominated for 6<sup>th</sup> Man of the Year in the NBA.

**WHEREAS,** The 2<sup>nd</sup> Annual Fred VanVleet Fan Fest returns to Winnebago County at the UW Health Sports Factory on Friday, June 22 at 5 pm. The event includes a celebrity three-point contest, dunk contest, and a wide variety of kid-friendly games and contests. Net proceeds of the Fred VanVleet Fan Fest will be directed to sports programs and projects in need across the region. The event is followed by the FVV Summer Camp on June 23-24.

**WHEREAS,** Winnebago County and the Rockford Region needs its young leaders, whether famous or not, to comeback and get involved in moving our community forward. Fred has committed to exploring ways to work with the Chairman and Mayor's Youth Leadership Council to engage our future leaders.

**NOW, THEREFORE BE IT RESOLVED,** I, Chairman Frank Haney, on behalf of the Winnebago County Board, do hereby declare Friday, June 22, 2018 Fred VanVleet Day in Winnebago County and encourage all citizens to participate in the 2<sup>nd</sup> Annual Fan Fest.

IN WITNESS WHEREOF, on behalf of the Winnebago County Board, I hereunto set my hand and caused the seal of the County of Winnebago County to be affixed this 14th day of June, 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 11 different organizations for 13 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
29797	1	AW RAWSON LODGE #145	06/23/2018-09/25/2018	\$2,500.00
29798	1	CARPETNER'S PLACE	06/15/2018-08/21/2018	\$10,000.00
29799	1	CATHOLIC WOMEN'S LEAGUE	07/01/2018-09/19/2018	\$1,500.00
29800	1	HONONEGAH WOMANS CLUB	08/19/2018-08/19/2018	\$500.00
29801	1	MIDWAY SNO-BUSTERS	06/15/2018-10/14/2018	\$3,300.00
29802	1	ROCKFORD LIVE & LET LIVE	06/15/2018-08/12/2018	\$4,450.00
29803	1	ROCKFORD SPORTSMAN CLUB	06/15/2018-09/01/2018	\$850.00
29804	1	ROCK VALLEY ANGLERS CLUB OF ILLINOIS	09/15/2018-09/15/2018	\$2,400.00
29805	1	ROCK VALLEY ANGLERS CLUB OF ILLINOIS	07/15/2018-07/15/2018	\$2,400.00
29806	1	ROCK VALLEY ANGLERS CLUB OF ILLINOIS	07/04/2018-07/04/2018	\$2,400.00
29807	1	SWEDISH AMERICAN FOUNDATION	06/15/2018-06/20/2018	\$4,999.00

[illegible]

The Following Have Requested A Class C, One Time Emergency License				
LICENSE #	# OF RAFFLES	NAME OF ORGANIZATION	LICENSE DATES	AMOUNT
29808	1	RAISING "BUCKS FOR CHUCK"	06/23/2018-06/23/2018	\$890.00

The Following Have Requested A Class D, E, & F Limited Annual License				
LICENSE #	# OF RAFFLES	NAME OF ORGANIZATION	LICENSE DATES	AMOUNT
29809	1	AMERICAN LEGION POST #288	06/18/2018-06/17/2019	\$2,500.00

This concludes my report

Deputy Clerk Kayla Hilliard

TIANA J. MCCALL  
Winnebago County Clerk

Date 14-Jun-18

# **FINANCE COMMITTEE**

**2018 Fiscal Year**

Sponsored by:

Ted Biondo, Finance Committee Chairman

Finance: June 7, 2018

Lay Over: June 14, 2018

**Final Vote: June 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.

**2018-029 Highway****Reason:** Additional budget is needed in personnel for 461-County Highway Fund**Alternative:** None**Impact to fiscal year 2019 budget:** No impact to overall budget. Reductions being made in other 461 accounts, 463 Federal Aid Fund, and 464 Motor Fuel Tax Fund to keep budget within overall spending amounts**Revenue Source:** 461-45120 Capital Lease Payments, 461-46330 Capital Roadway Projects, 463-41110 FA Match Regular Salaries, 463-41130 Federal Aid Match OT Salaries, 464-41110 MFT Regular Salaries, 464-46330 Capital Projects

<b><u>Acct Description</u></b>	<b><u>Org</u></b>	<b><u>Obj</u></b>	<b><u>Pri</u></b>	
Regular Salaries	46100	41110		710,000
Capital Lease Payment	46100	45120		(150,000)
Capital Roadway Projects	46100	46330		(130,000)
Regular Salaries	46300	41110		(50,000)
Overtime Salaries	46300	41130		(60,000)
Regular Salaries	46400	41110		(260,000)
Capital Projects	46400	46330		(60,000)
		<b><u>Total Adjustment:</u></b>		<b><u>\$ 0</u></b>

Respectfully Submitted,  
**FINANCE COMMITTEE**

**(AGREE)**

**(DISAGREE)**

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

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

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

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

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

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

\_\_\_\_\_  
BURT GERL

\_\_\_\_\_  
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

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JAIME SALGADO

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KEITH McDONALD

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KEITH McDONALD

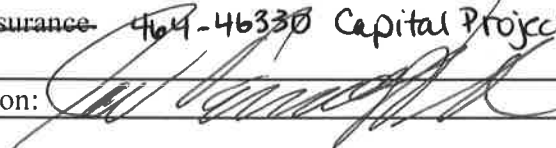
The above and foregoing Ordinance was adopted by the County Board of the County of Winnebago, Illinois this \_\_\_\_ day of \_\_\_\_\_ 2018.

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: 5/18/2018 AMENDMENT NO: 2018-01						
DEPARTMENT: Highway				SUBMITTED BY: Joseph Vanderwerff		
FUND#:		461		DEPT. BUDGET NO.		
DEPT CODE	ACCT. NO.	ACCOUNT DESCRIPTION	BEGINNING BUDGET	ADJUSTED BUDGET	INCREASE (DECREASE)	REVISED BUDGET AMOUNT
46100	41110	Regular Salaries	\$982,905	\$710,000	\$710,000	\$1,692,905
46100	45120	Capital Lease Payment	\$1,128,204	(\$150,000)	(\$150,000)	\$978,204
46100	46330	Capital Roadway Projects	\$536,250	(\$130,000)	(\$130,000)	\$406,250
46300	41110	Regular Salaries	\$261,603	(\$50,000)	(\$50,000)	\$211,603
46300	41130	Overtime Salaries	\$85,966	(\$60,000)	(\$60,000)	\$25,966
46400	41110	Regular Salaries	\$997,631	(\$260,000)	(\$260,000)	\$737,631
<del>46400</del>	<del>48211</del>	<del>Health Insurance</del>	<del>\$261,333</del>	<del>(\$60,000)</del>	<del>(\$60,000)</del>	<del>\$201,333</del>
46400	46330	Capital Projects	1,699,067	(60,000)	(60,000)	1,639,067
TOTAL ADJUSTMENT:					\$ -	\$ 4,253,892
Reason budget amendment is required:						
Additional budget is needed in personnel for 461-County Highway Fund						
Potential alternatives to budget amendment:						
Impact to fiscal year 2019 budget:						
No impact to overall budget. Reductions being made in other 461 accounts, 463 Federal Aid Fund, and 464 Motor Fuel Tax Fund to keep budget within overall spending amounts.						
Revenue Source:						
461-45120 Capital Lease Payments, 461-46330 Capital Roadway Projects, 463-41110 FA Match Regular Salaries, 463-41130 Federal Aid Match OT Salaries, 464-41110 MFT Regular Salaries, 464-48211 MFT Health Insurance <del>464-46330 Capital Projects</del>						
Approval by staff liaison: 						



Sponsored by: Ted Biondo, Committee Chairman

COUNTY BOARD MEETING  
June 14, 2018

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

Submitted by: Finance Committee

2018 CR

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**RESOLUTION AUTHORIZING CHANGE OF PLAN  
ADMINISTRATORS FOR THE COUNTY OF WINNEBAGO  
DEFERRED COMPENSATION PLAN AND THE ICMA  
RETIREMENT CORPORATION PLAN**

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**WHEREAS**, the County of Winnebago provides to its employees a Deferred Compensation Plan and the ICMA Retirement Corporation Plan; and

**WHEREAS**, both of those plans require a Plan Administrator to administer the plan and execute documents as needed; and

**WHEREAS**, due to a change in personnel it is necessary to change the Plan Administrator for the Deferred Compensation Plan and the ICMA Retirement Corporation Plan.

**NOW, THEREFORE, BE IT RESOLVED**, by the County Board of the County of Winnebago, Illinois that Molly Terrinoni, Finance Director of Winnebago County is hereby appointed Plan Administrator for the County of Winnebago Deferred Compensation Plan and the ICMA Retirement Corporation Plan.

**BE IT FURTHER RESOLVED**, that said appointment would be effective June 15, 2018.

Respectfully submitted,  
**FINANCE COMMITTEE**

**AGREE**

**DISAGREE**

\_\_\_\_\_  
Ted Biondo, Chairman

\_\_\_\_\_  
Ted Biondo, Chairman

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

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

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

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

\_\_\_\_\_  
Burt Gerl

\_\_\_\_\_  
Burt Gerl

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David Boomer

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David Boomer

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Steve Schultz

\_\_\_\_\_  
Steve Schultz

\_\_\_\_\_  
Jaime Salgado

\_\_\_\_\_  
Jaime Salgado

\_\_\_\_\_  
Keith McDonald

\_\_\_\_\_  
Keith McDonald

The above and foregoing Resolution was adopted by the County Board of the County of Winnebago, Illinois, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

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

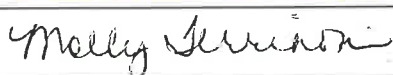
# Authorized Signature Request Form

Plan Account Number	Plan Name	Division/Location
98248-01	County of Winnebago	

As of June 15, 2018 the following representatives of the Plan are authorized to sign on behalf of the plan administrator. In the event that a change occurs to the authorized signature(s) listed below, the Plan will forward changes by completing and returning this form.

It is recommended that at least two representatives of the Plan are authorized to sign.

Additional pages may be completed if needed.

Please Check One		Name (please print)	Sample of Authorized Signature (not required for deletion)
<input checked="" type="checkbox"/>	Add	Molly Terrinoni	
<input type="checkbox"/>	Delete		
Title Finance Director			
Street Address 404 Elm Street			
City, State, Zip Rockford, IL 61101			
Phone 815.319.4061		Fax 815.319.4051	
Email mterrinoni@wincoil.us			

Please Check One		Name (please print)	Sample of Authorized Signature (not required for deletion)
<input type="checkbox"/>	Add		
<input checked="" type="checkbox"/>	Delete	Carla D. Paschal	
Title Chief Financial and Budget Officer			
Street Address 404 Elm Street			
City, State, Zip Rockford, IL 61101			
Phone 815.319.4278		Fax 815.319.4051	
Email cpaschal@wincoil.us			

Authorized by: (You may not add or delete yourself)

Current Authorized Signer Name (please print): Carla Paschal Title: Chief Financial and Budget Officer

Current Authorized Signer Signature:  Date: 6/15/18

Please return form to:

**Empower Retirement**  
**Attn: PNP Operations**  
**Fax: 303-801-5627**

## Empower Retirement Internal Use Only

Office Location: \_\_\_\_\_  
 Office Manager Name: \_\_\_\_\_  
 Office Manager ID: \_\_\_\_\_  
 Email Address: \_\_\_\_\_  
 Phone Number: \_\_\_\_\_



# Plan Service Center Authorization Form

This form is used to request usernames and passwords to establish Plan Service Center ("PSC") access. The PSC is the primary tool used by the Plan Sponsor, as identified in Part I, and any authorized third parties for on-line contribution processing, obtaining plan and participant data, requesting/downloading plan files and reports, and approving on-line disbursements. The Plan Sponsor agrees to notify Empower Retirement™ in the event that the Plan Sponsor desires to terminate PSC access for any user. The identified users listed below will receive an e-mail notification when their PSC authorization request has been completed.

## PART I: PLAN SPONSOR CONTACT

Plan Name: <b>County of Winnebago</b>	Plan Number: <b>98248-01</b>
Contact Name: <b>Molly Terrinoni</b>	Pay Center: _____ Division: _____ (if applicable)
Contact Email: <b>mterrinoni@wincoil.us</b>	Contact Phone/Ext: <b>815.319.4061</b>

## PART II: PLAN SERVICE CENTER (PSC) CLIENT ADMINISTRATION AGREEMENT

By signing this form, the Plan Sponsor agrees that the User Names listed on the following pages are authorized to use the PSC. Further, the Plan Sponsor hereby agrees to notify each of the User Names listed to maintain the confidentiality of logon and password information provided and to not share such information with any third parties.

<b>Authorized Plan Representative:</b>	
Signature: <u><i>Molly Terrinoni</i></u>	Print Name: <u>Molly Terrinoni</u>
Title: <u>Finance Director</u>	E-mail: <u>mterrinoni@wincoil.us</u>
Phone #: <u>815.319.4061</u>	Date: <u>6/15/2018</u>

Note: If the plan has pay centers and/or divisions with different contacts, please complete one login form for each pay center and/or division.

**Please complete and fax or email to Empower Retirement.**

**Fax Number: (303) 801-5228**

**Email: [security@retirementpartner.com](mailto:security@retirementpartner.com)**



### PART III: PLAN SERVICE CENTER (PSC) LOGIN REQUEST

To obtain access to Plan information through PSC, please complete the following (addendums may be attached as needed). **Please see Appendix A for detailed access level options and descriptions.** If no box is checked, Default Plan Access as defined in appendix A will be provided.

Name: <b>Angela Leszczynski</b>		Current PSC Username: (if applicable) <b>557X</b>		
E-Mail Address: <b>aleszczynski@wincoil.us</b>		Phone: <b>815.319.4056</b>		
User Type: Check One	Plan Employee: <input checked="" type="checkbox"/>	Other: <input type="checkbox"/>		
<b>1) Default Plan Access as defined in Appendix A is provided for all login requests.</b>				
<b>2) Participant Data Access:</b> Select only one option; access will not be provided if a selection is not made.	<input type="checkbox"/> No participant data access <input type="checkbox"/> View participant data and order reports <input type="checkbox"/> View, add, edit participant data and order report <input checked="" type="checkbox"/> View, add, edit participant data, order reports, process payroll, and update plan ACH info			
<b>3) Compliance Access:</b> Select only one option; access will not be provided if a selection is not made.	<input type="checkbox"/> No Compliance 5500 access <input checked="" type="checkbox"/> View Compliance 5500 <input type="checkbox"/> View, add, edit, submit Compliance 5500			
<b>4) To Do List Access:</b> Select only one option; access will not be provided if a selection is not made.	<input type="checkbox"/> No To Do List access <input type="checkbox"/> View To Do List without email reminders <input checked="" type="checkbox"/> View To Do List with email reminders <input type="checkbox"/> View, edit, approve To List			
<b>5) Fee Disclosure Documents:</b> Select only one option; access will not be provided if a selection is not made.	<input type="checkbox"/> No Fee Disclosures access <input checked="" type="checkbox"/> View Fee Disclosures with email reminders <input type="checkbox"/> View Fee Disclosures without email reminders			
<b>6) Plan Expenses:</b> Select only one option; access will not be provided if a selection is not made.	<input type="checkbox"/> No Pay Plan Expenses access <input checked="" type="checkbox"/> View Plan Expenses <input type="checkbox"/> View and pay Plan Expenses			
<b>7) Username Management:</b> Access will default to view if a selection is not made.	<input type="checkbox"/> No viewing privileges <input checked="" type="checkbox"/> View username access privileges			
<b>8) File Sharing:</b> Select only one option per category; access will not be provided if a selection is not made.				
Auditor Folder	<input type="checkbox"/> No access	<input checked="" type="checkbox"/> View files	<input type="checkbox"/> View and upload files	<input type="checkbox"/> View, upload, and delete files
Client/External Folder	<input type="checkbox"/> No access	<input checked="" type="checkbox"/> View files	<input type="checkbox"/> View and upload files	<input type="checkbox"/> View, upload, and delete files
Compliance Folder	<input type="checkbox"/> No access	<input checked="" type="checkbox"/> View files	<input type="checkbox"/> View and upload files	<input type="checkbox"/> View, upload, and delete files
Conversion Folder	<input type="checkbox"/> No access	<input checked="" type="checkbox"/> View files	<input type="checkbox"/> View and upload files	<input type="checkbox"/> View, upload, and delete files
Payroll Records Folder	<input type="checkbox"/> No access	<input type="checkbox"/> View files	<input type="checkbox"/> View and upload files	<input checked="" type="checkbox"/> View, upload, and delete files
Trustee Folder	<input type="checkbox"/> No access	<input checked="" type="checkbox"/> View files	<input type="checkbox"/> View and upload files	<input type="checkbox"/> View, upload, and delete files
Vault Folder	<input type="checkbox"/> No access	<input checked="" type="checkbox"/> View files	<input type="checkbox"/> View and upload files	



Name:		Current PSC Username: (if applicable)	
E-Mail Address:		Phone:	
User Type: Check One	Plan Employee: <input type="checkbox"/>	Other: <input type="checkbox"/>	
<b>1) Default Plan Access as defined in Appendix A is provided for all login requests.</b>			
2) <b>Participant Data Access:</b> Select only one option; access will not be provided if a selection is not made.		<input type="checkbox"/> No participant data access <input type="checkbox"/> View participant data and order reports <input type="checkbox"/> View, add, edit participant data and order report <input type="checkbox"/> View, add, edit participant data, order reports, process payroll, and update plan ACH info	
3) <b>Compliance Access:</b> Select only one option; access will not be provided if a selection is not made.		<input type="checkbox"/> No Compliance 5500 access <input type="checkbox"/> View Compliance 5500 <input type="checkbox"/> View, add, edit, submit Compliance 5500	
4) <b>To Do List Access:</b> Select only one option; access will not be provided if a selection is not made.		<input type="checkbox"/> No To Do List access <input type="checkbox"/> View To Do List without email reminders <input type="checkbox"/> View To Do List with email reminders <input type="checkbox"/> View, edit, approve To List	
5) <b>Fee Disclosure Documents:</b> Select only one option; access will not be provided if a selection is not made.		<input type="checkbox"/> No Fee Disclosures access <input type="checkbox"/> View Fee Disclosures with email reminders <input type="checkbox"/> View Fee Disclosures without email reminders	
6) <b>Plan Expenses:</b> Select only one option; access will not be provided if a selection is not made.		<input type="checkbox"/> No Pay Plan Expenses access <input type="checkbox"/> View Plan Expenses <input type="checkbox"/> View and pay Plan Expenses	
7) <b>Username Management:</b> Access will default to view if a selection is not made.		<input type="checkbox"/> No viewing privileges <input type="checkbox"/> View username access privileges	
<b>8) File Sharing:</b> Select only one option per category; access will not be provided if a selection is not made.			
Auditor Folder	<input type="checkbox"/> No access	<input type="checkbox"/> View files	<input type="checkbox"/> View, upload, and delete files
Client/External Folder	<input type="checkbox"/> No access	<input type="checkbox"/> View files	<input type="checkbox"/> View, upload, and delete files
Compliance Folder	<input type="checkbox"/> No access	<input type="checkbox"/> View files	<input type="checkbox"/> View, upload, and delete files
Conversion Folder	<input type="checkbox"/> No access	<input type="checkbox"/> View files	<input type="checkbox"/> View, upload, and delete files
Payroll Records Folder	<input type="checkbox"/> No access	<input type="checkbox"/> View files	<input type="checkbox"/> View, upload, and delete files
Trustee Folder	<input type="checkbox"/> No access	<input type="checkbox"/> View files	<input type="checkbox"/> View, upload, and delete files
Vault Folder	<input type="checkbox"/> No access	<input type="checkbox"/> View files	<input type="checkbox"/> View and upload files

**Please complete and fax or email to Empower Retirement.**

**Fax Number: (303) 801-5228**

**Email: [security@retirementpartner.com](mailto:security@retirementpartner.com)**

## Appendix A: Access Options and Descriptions

**Default Plan Access:** Default is required for all users and cannot be removed.

- 1) **Default:** Provides the ability to view plan information and order plan reports. Access to participant data is not provided by default and is optional as outlined below.

**Participant Data Access Options:** Participant Data Access is optional and one of the following access levels from each group can be in addition to default access.

- 2) **Participant Data and Payroll Processing:** Provides the ability to view participant data, order reports, add/edit participant data, process payroll, and update plan banking information for ACH debit.

- View participant data and order reports
- View, add, and edit participant data and order report
- View, add, and edit participant data, order reports, process payroll, and update plan banking information (Please note: Payroll processing provides the authority to debit applicable bank accounts to fund participant contributions.)

- 3) **Compliance 5500 Information:** Provides the ability view, edit, and submit compliance 5500 testing information and corrective distributions.

- View compliance 5500 information, results, and corrective distributions
- View, add, edit, and submit compliance 5500 information, approve compliance corrective distributions

- 4) **To Do List:** Provides the ability to view, edit, and approve participant withdrawal requests and plan/participant notifications.

- View participant To Do List items and notifications without email reminders
- View participant To Do List items and notifications with email reminders
- View, edit, and approve participant To Do List items and notifications with email reminders

- 5) **Fee Disclosure Documents:** Provides the ability to view plan and participant fee disclosure documents with or without email reminders when new documents are available.

- View fee disclosure documents with email reminders.
- View fee disclosure documents without email reminders.

**Additional Access Options:** The following access levels are optional.

- 6) **Plan Expenses Information:** Provides the ability to view historical invoices and pay current plan expenses.

- View plan expenses online
- View and pay plan expenses online

- 7) **Username Management:** Provides the ability to view who has access to see plan and participant information.

- View only access to Username Management

- 8) **File Sharing:** Provides the ability to securely share files and provides several folder category options to organize, view, upload, and manage files. For each File Sharing category, the following options are available.

- Auditor Folder, Client External Folder, Compliance Folder, Conversion Folder, Payroll Records Folder, Trustee Folder
  - View files
  - View and upload files
  - View, upload, and delete files
- Vault Folder
  - View files
  - View and upload files

# **ZONING COMMITTEE**



**Attachment**  
**ZONING COMMITTEE**  
**OF THE COUNTY BOARD AGENDA**  
June 14, 2018

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

**TO BE LAID OVER:** NONE

**TO BE VOTED ON:**

1. 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

Lesa Rating: N/A Consistent W/2030 LRMP – Future Map: N/A

**ZBA RECOMMENDS: *APPROVAL WITH ZBA CONDITIONS (6-1)***

**ZC RECOMMENDS: *MOTION TO APPROVE WITH ZC CONDITIONS  
FAILED (1-6)***

**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 Tuesday, **July 17, 2018**, at 5:30 p.m. in Room 303 of the County Administration Building.
- Chairman, Jim Webster, hereby announces that the next *Zoning Committee (ZC)* meeting is *tentatively* scheduled for Wednesday, **June 27, 2018**, at 5:30 p.m. in Room 303 of the County Administration Building.

# **OPERATIONS & ADMINISTRATIVE COMMITTEE**



## Executive Summary

Date: June 7, 2018  
To: Operations & Administrative Committee  
Prepared by: Purchasing Department  
Subject: **Blast Chiller** Bid 18B-2150

---

**County Code:** Winnebago County Purchasing Ordinance

**Background:**

River Bluff Nursing Home is in need of a new Blast Chiller for their facility. Their current chiller is over 20 years old and is not functioning properly. It has been repaired multiple times and it is no longer cost effective to continue with expensive repairs compared to the purchase of a new chiller.

The Purchasing Department went out for Bid 18B-2150 on May 22, 2018. There were a total of six bidders, with The Boelter Companies being the lowest responsive and responsible bidder. The County Purchasing Department and River Bluff Nursing Home staff have reviewed the bid results and agreed the award should be with The Boelter Companies. Please see Bid Tab for more details.

**Recommendation:**

Therefore, it is recommended that The Boelter Companies be awarded Bid #18B-2150.

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.**

**R E S O L U T I O N**  
**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 AWARDING BID FOR BLAST CHILLER**

---

**WHEREAS**, the Code of Ordinances for the County of Winnebago, Illinois, provides as in Article VI, Section 2-341, that all purchases for and contracts for supplies, materials, equipment, and contractual services, the value of which is estimated to exceed \$12,000.00 shall be based on competitive proposals by the County Board; and

**WHEREAS**, competitive bids were received by the County Purchasing Department on May 22, 2018 for the following:

**BLAST CHILLER 18B-2150**

**WHEREAS**, the Operations & Administrative Committee of the County Board for the County of Winnebago, Illinois has reviewed the bids received for the aforementioned item(s) and recommends awarding the bid as follows:

**THE BOELTER COMPANIES**  
**1071 WEST DIVISION**  
**CHICAGO, IL 60642**  
SEE ATTACHED TAB

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

**72000-46430**

**NOW, THEREFORE, BE IT RESOLVED**, Operations & Administrative Committee of the County Board for the County of Winnebago, Illinois has reviewed the Blast Chiller bid and that a purchase order be issued to THE BOELTER COMPANIES, 1071 WEST DIVISION, CHICAGO, IL 60642 in the amount of TWENTY FOUR THOUSAND, FIVE HUNDRED and EIGHTY-NINE DOLLARS (\$24,589.00) plus an additional ONE THOUSAND, FIVE HUNDRED AND SIXTY-FOUR DOLLARS (\$1,564.00) for a Roll-In Pan Cart.

**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 Nursing Home Administrator, Director of Purchasing, Finance Director and County Auditor.

Respectfully Submitted,  
**OPERATIONS & ADMINISTRATIVE COMMITTEE**

**AGREE**

**DISAGREE**

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

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

\_\_\_\_\_  
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 NICOLOSI

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ELI NICOLOSI

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

**BID TAB**  
**BLAST CHILLER – 18B-2150**  
**BID OPENING- 5/22/18**

<b>VENDORS</b>	Federal Supply USA	Central Restaurant Products	Great Lakes Hotel Supply Co.	<b>The Boelter Companies</b>	Sam Tell and Son Inc.	Douglas Equipment
<b>(ITEM 1) ONE BLAST CHILLER</b>	\$29,532.43	\$25,962.00	\$24,950.00	<b>\$24,589.00</b>	\$25,269.78	\$28,106.87
<b>(ITEM 2) ONE ROLL-IN PAN CART</b>	\$1,815.66 Based on Shipping w/Blast Chiller	\$1,742.00	\$1,590.00	<b>\$1,564.00</b>	\$1,730.22	\$1,793.13
<b>DETAIL OF THE WARRANTY</b>	5 Yr. Limited Warranty on Compressor 1 Yr. Parts & Labor	5 Yr. Limited Warranty on Compressor 1 Yr. Parts & Labor	5 Yr. Limited Warranty on Compressor 1 Yr. Parts & Labor	<b>5 Yr. Limited Warranty on Compressor 1 Yr. Parts &amp; Labor</b>	5 Yr. Limited Warranty on Compressor 1 Yr. Parts & Labor	5 Yr. Limited Warranty on Compressor 1 Yr. Parts & Labor
<b>DELIVERY TERMS</b>	Net 30 Days	4-Week Lead Time from Factory	N/A	<b>2-3 Weeks</b>	30 Days ARO	3-4 Weeks



## Executive Summary

Date: June 7, 2018  
To: Operations & Administrative Committee  
Prepared by: Purchasing Department  
Subject: **Laboratory Services** Bid 18B-2143

---

**County Code:** Winnebago County Purchasing Ordinance

**Background:**

Winnebago County Health Department and River Bluff Nursing Home are in need of clinical laboratory services for their facilities. Dr. Martell contacted us and explained that there has never been a formal competitively bid contract in place for these services in the past. Her request was that we look at all of the testing being done in the County of Winnebago to establish a countywide contract to include all facilities in need of clinical laboratory services. Several departments opted out of this formal bid process due to their laboratory services needs being very specific.

The Purchasing Department went out for Bid 18B-2143 on April 27, 2018. There were a total of two bidders, with Laboratory Corporation of America Holding (LabCorp) being the lowest responsive and responsible bidder. The Purchasing Department, Winnebago County Health Department, and River Bluff Nursing Home staff have reviewed the bid results and agreed the award should be with Laboratory Corporation of America Holding (LabCorp). Please see Bid Tab for more details.

**Recommendation:**

Therefore, it is recommended that Laboratory Corporation of America Holding (LabCorp) be awarded a multi-year contract for bid 18B-2143.

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.*

**R E S O L U T I O N**  
**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 AWARDING BID FOR LABORATORY SERVICES**

---

**WHEREAS**, the Code of Ordinances for the County of Winnebago, Illinois, provides as in Article VI, Section 2-341, that all purchases for and contracts for supplies, materials, equipment, and contractual services, the value of which is estimated to exceed \$12,000.00 shall be based on competitive proposals by the County Board; and

**WHEREAS**, the County is in need of a new five (5) year contract for Laboratory Services for the Winnebago County Health Department and River Bluff Nursing Home; and

**WHEREAS**, competitive bids were received by the County Purchasing Department on April 27, 2018 for the following:

**LABORATORY SERVICES 18B-2143**

**WHEREAS**, the Operations & Administrative Committee of the County Board for the County of Winnebago, Illinois has reviewed the bids received for the aforementioned item(s) and recommends awarding the bid as follows:

**LABORATORY CORPORATION OF AMERICA HOLDINGS (LABCORP)**  
**11751 INTERCHANGE DRIVE**  
**LOUISVILLE, KY 40229**  
SEE ATTACHED TAB

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

**43150-60420**  
**72500-43150**

**NOW, THEREFORE, BE IT RESOLVED**, Operations & Administrative Committee of the County Board for the County of Winnebago, Illinois has reviewed the Laboratory Services bid and recommends awarding a two (2) year contract, with three (3) one (1) year optional renewal periods with LABORATORY CORPORATION OF AMERICA HOLDINGS (LABCORP), 11751 INTERCHANGE DRIVE, LOUISVILLE, KY 40229.

**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 Public Health Administrator, Nursing Home Administrator, Director of Purchasing, Finance Director and County Auditor.

Respectfully Submitted,  
**OPERATIONS & ADMINISTRATIVE COMMITTEE**

**AGREE**

**DISAGREE**

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

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GARY JURY, CHAIRMAN

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JEAN CROSBY

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

**BID TAB 18B-2143**  
**LABORATORY SERVICES**  
**Bid Opening: 4/27/18**

<b>VENDORS</b>		<b>QUEST</b>	<b>LABCORP</b>
<b>CPT</b>	<b>WCHD Description</b>	Each Test	Each Test
87491	Chylmd trach DNA amp probe	\$10.00	<b>\$10.00</b>
80076	Hepatic Function Panel	\$1.64	<b>\$4.18</b>
80061	Lipid Profile	\$2.25	<b>\$4.25</b>
87591	N.gonorrhoeae DNA amp prob	\$10.00	<b>\$10.00</b>
86703	HIV Antibodies, HIV-1, HIV-2 Elisa with Reflex to Western Blot	\$15.00	<b>\$8.00</b>
86689	HIV Confirmatory – Western Blot	\$ Part of CPT 86703	<b>\$42.00</b>
88142	Pap Smear (thin prep)	\$18.75	<b>\$14.00</b>
87255	Herpes Simplex Virus Culture with Reflex Typing	\$15.00	<b>\$14.50</b>
86481	T-Spot	\$3.00	<b>N/A</b>
87340	HBsAg (Hep B Antigen)	\$5.00	<b>\$5.75</b>
87491/87591	Chlamydia /N Gonorrhoeae DNA probe	\$20.00	<b>\$20.00</b>
87177	Ova and Parasite-Stool	\$20.00	<b>\$6.65</b>
85025	CBC-automated	\$3.45	<b>\$4.10</b>
83655	Lead – Venous	\$2.00	<b>\$8.50</b>
83655	Lead – Capillary	\$2.00	<b>\$8.50</b>
81003	Urinalysis	\$1.84	<b>\$3.25</b>
86787	Varicella Titer	\$6.50	<b>\$6.00</b>
82253	Comprehensive Metabolic Panel (14)	\$2.14	<b>\$4.52</b>

86592	RPR with positive reflex to FTA-ABS	\$3.50	<b>\$4.40</b>
86780	FTA-ABS	\$9.00	<b>\$5.50</b>
<b>VENDORS</b>		<b>QUEST</b>	<b>LABCORP</b>
<b>CPT</b>	<b>RBNH Description</b>		
82570	CREATININE, OTHER SOURCE	\$6.00	<b>\$2.25</b>
87077	AEROBIC ISOLATE, DEFINITIVE ID, EACH	\$6.00	<b>\$8.00</b>
84156	ASSAY OF PROTEIN-URINE	\$6.50	<b>2.25</b>
84466	ASSAY OF TRANSFERRIN	\$12.00	<b>\$3.50</b>
84520	ASSAY OF UREA NITROGEN	\$12.00	<b>\$3.00</b>
80202	ASSAY OF VANCOMYCIN	\$10.00	<b>\$7.50</b>
82506	ASSAY OF VITAMIN D	\$17.00	<b>\$9.00</b>
84443	ASSAY THYROID STIM HORMONE	\$1.25	<b>\$4.25</b>
80048	BASIC METABOLIC PANEL W TOTAL CALCIUM	\$1.71	<b>\$4.28</b>
82248	BILIRUBIN DIRECT	\$1.25	<b>\$3.00</b>
85014	BLOOD COUNT; HEMATOCRIT	\$3.25	<b>\$1.50</b>
85018	BLOOD COUNT; HEMOGLOBIN	\$3.25	<b>\$1.50</b>
85027	BLOOD COUNT; HEMOGRAM & PLATELET COUNT	\$3.45	<b>\$4.05</b>
85025	CBC - BLOOD COUNT; DIFFERENTIAL WBC	\$3.50	<b>\$4.10</b>
80053	COMPREHENSIVE METABOLIC PANEL	\$2.14	<b>\$4.52</b>
86140	C-REACTIVE PROTEIN	\$8.00	<b>\$3.00</b>
82565	CREATININE; BLOOD	\$1.25	<b>\$3.00</b>
87088	CULT, W/ISOL & EA PRESUMP ID, UR	No Bid	<b>\$4.50</b>
87086	CULTURE; QUANT COLONY COUNT, URINE	\$6.00	<b>\$4.50</b>
82607	CYANOCOBALAMIN (VITAMIN B-12)	\$9.00	<b>\$4.75</b>
80162	DIGOXIN	\$10.00	<b>\$10.00</b>
82728	FERRITIN	\$9.00	<b>\$4.75</b>

82746	FOLIC ACID; SERUM	\$10.00	<b>\$4.75</b>
83036	HEMOGLOBIN; GLYCOSYLATED	\$5.00	<b>\$4.75</b>
<b>VENDORS</b>		<b>QUEST</b>	<b>LABCORP</b>
<b>CPT</b>	<b>RBNH Description</b>		
87804	INFECT AGENT DETEC OBSERV INFLUENZA	No Bid	<b>\$20.50</b>
83540	IRON	\$4.00	<b>\$3.00</b>
80061	LIPID PANEL	\$3.25	<b>\$4.25</b>
83735	MAGNESIUM	\$2.50	<b>\$2.25</b>
83970	PARATHORMONE	\$23.00	<b>\$6.25</b>
84100	PHOSPHORUS	\$1.25	<b>\$3.00</b>
84155	PROTEIN, TOTAL	\$1.25	<b>\$3.00</b>
85610	PROTHROMBIN TIME	\$5.00	<b>\$4.50</b>
85045	RETICULOCYTE COUNT, AUTOMATED	\$8.50	<b>\$4.25</b>
85652	SEDIMENTATION RATE, ERYTHROCYTE; AUTO	\$5.00	<b>\$4.25</b>
87186	SUSCEPTIBILITY STUDIES, MICRODILUTION	No bid	<b>\$6.00</b>
85730	THROMBOPLASTIN TIME, PARTIAL (PTT)	\$6.00	<b>\$4.50</b>
99001	TRAVEL ALLOWANCE-1	_____	_____
99001	TRAVEL ALLOWANCE-1	_____	_____
81002	URINALYSIS, AUTO W/O SCOPE	\$1.84	<b>\$3.00</b>
81001	URINALYSIS, AUTO W/SCOPE	\$4.00	<b>\$3.25</b>
83036	HEMOGLOBIN (HB) A1c	\$5.00	<b>\$4.75</b>

COUNTY BOARD MEETING  
June 14, 2018

**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 APPROVING AMENDMENT TO  
HEALTH AND WELLNESS SERVICES AGREEMENT WITH  
OSF SAINT FRANCIS, INC.**

---

**WHEREAS**, there is in place a Health and Wellness Services Agreement (“Agreement”) between the County of Winnebago, Illinois and OSF Saint Francis, Inc.; and

**WHEREAS**, the parties wish to agree to a amendment to the Agreement extending the term of the Agreement until July 1, 2019; and

**WHEREAS**, the terms of the amendment are substantially the same as those attached to this Resolution as Exhibit A.

**NOW, THEREFORE, BE IT RESOLVED**, by the County Board of the County of Winnebago, Illinois that it approves the Amendment to the Health and Wellness Services Agreement with OSF Saint Francis, Inc.

**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 a certified copy of this Resolution to Karen Brown, vice-president of operations, OSF Healthcare in Rockford.

Respectfully submitted,  
**Operations and Administrative Committee**

**(AGREE)**

**(DISAGREE)**

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

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GARY JURY, CHAIRMAN

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ANGIE GORAL

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ANGIE GORAL

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JOE HOFFMAN

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KEITH MCDONALD

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KEITH MCDONALD

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JEAN CROSBY

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

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

**ASSIGNMENT/ASSUMPTION AND AMENDMENT AGREEMENT  
AMONG  
OSF SAINT FRANCIS, INC.,  
OSF HEALTHCARE SYSTEM,  
OSF HEALTHCARE SAINT ANTHONY MEDICAL CENTER  
AND  
THE COUNTY OF WINNEBAGO**

THIS ASSIGNMENT/ASSUMPTION AND AMENDMENT AGREEMENT (“**Agreement**”) is made as of the last date written below, to be effective as of July 31, 2018 (the “**Effective Date**”), by and among OSF Saint Francis, Inc., an Illinois corporation (“**Assignor**”), OSF Healthcare System, d/b/a OSF Healthcare Saint Anthony Medical Center, an Illinois not for profit corporation (“**Assignee**”), and The County of Winnebago, an Illinois body politic (“**County**”).

A. WHEREAS, Assignor has decided to discontinue services, and OSF Healthcare System, an Illinois not-for-profit corporation and affiliate of Assignee, has agreed to provide professional consulting services to improve the well-being of the employees and employees’ dependents who participate in their self-insured health and welfare benefits plan following the discontinuance of services by Assignor; and

B. WHEREAS, Assignor desires to assign to Assignee the Health and Wellness Services Agreement between Assignor and County dated April 1, 2013 (“**Health and Wellness Services Agreement**”); and

C. County desires to acknowledge its consent to the assignment of the Health and Wellness Services Agreement to Assignee; and

D. WHEREAS, certain amendments to the terms of the Health and Wellness Services Agreement are necessary in order to Assignee to assume the Health and Wellness Services Agreement; and

E. WHEREAS, Assignee and County desire to amend the terms of the Health and Wellness Services Agreement in accordance with the terms of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein set forth, and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties covenant and agree as follows:

1. Assignment. Effective as of the Effective Date, Assignor assigns to Assignee all its right, title and interest in and to the Health and Wellness Services Agreement, a copy of which is attached hereto as Exhibit A, and Assignee accepts such assignment and agrees to be bound by the terms of the Health and Wellness Services Agreement, as amended by this Agreement, on and after the Effective Date.

2. County Acknowledgement of Assignment. County hereby agrees to and acknowledges the assignment of the Health and Wellness Services Agreement to Assignee, subject to those amendments to the Health and Wellness Services Agreement set forth in this Agreement.

3. Amendments to Health and Wellness Services Agreement. Assignee and County hereby agree to the following amendments to the Health and Wellness Services Agreement, to be effective as of the Effective Date:

- a. The Term of this Agreement is hereby extended from July 31, 2018 until July 1, 2019, at which time it shall expire unless further amended by mutual agreement of the parties.
- b. County acknowledges that they are advised by Assignee that property of Assignee used under this Agreement may have been financed or could in the future be financed with tax-exempt bonds issued for the benefit of Assignee. Accordingly, it is the intent of County and Assignee that this Agreement be interpreted in a manner that meets an exception from “private business use” under Section 141 of the Internal Revenue Code, and specifically meets a safe harbor from private business use under Internal Revenue Service Rev. Proc. 2017-13.

County agrees that it is not entitled to and will not take any tax position that is inconsistent with being a service provider to Assignee with respect to the property provided by Assignee that is managed or otherwise used under this Agreement. For example, County agrees not to claim any depreciation or amortization deduction, investment tax credit, or deduction for any payment as rent with respect to the property provided by Assignee that is managed or otherwise used under this Agreement. County specifically acknowledges and agrees that this Agreement is not a lease, and provides for no rights of any kind to County as a lessee.

4. No Other Changes. All other terms and conditions of the Health and Wellness Services Agreement shall remain unaffected except as set forth in this Agreement.

5. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their successors and assigns.

6. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Illinois.

7. Counterparts; Signatures. This Agreement may be executed in any number of counterparts which, when taken together, shall constitute one (1) original. The parties further agree that signatures transmitted by facsimile or in Portable Document Format (pdf) may be considered an original for all purposes, including, without limitation, the execution of this Agreement and enforcement of this Agreement.



IN WITNESS WHEREOF, the parties have executed this Assignment/Assumption and Amendment Agreement as of the date first written.

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

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

ASSIGNOR:

OSF Saint Francis, Inc., an Illinois corporation

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

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

Dated: \_\_\_\_\_

ASSIGNEE:

OSF Healthcare System, d/b/a OSF Healthcare  
Saint Anthony Medical Center, an Illinois not-  
for-profit corporation

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

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

Dated: \_\_\_\_\_

COUNTY:

The County of Winnebago, an Illinois body  
politic

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

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

Dated: \_\_\_\_\_

SPONSORED BY: GARY JURY

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

SUBMITTED BY: OPERATIONS COMMITTEE

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

RESOLUTION AUTHORIZING THE CHAIRMAN OF THE  
COUNTY BOARD TO EXECUTE LEASE AGREEMENT  
FOR SPACE AT 555 NORTH COURT STREET

WHEREAS, the County of Winnebago owns the property commonly known as 555 N. Court Street, Rockford, Illinois (hereinafter the "Property"), which contains an office building that is primarily occupied by the Winnebago County Health Department; and

WHEREAS, the County of Winnebago has certain office space available to lease at the Property; and

WHEREAS, United Dental Partners, LLC desires to lease space at the Property; and

WHEREAS, the Operations Committee of the County Board for the County of Winnebago, Illinois, has reviewed the proposed terms of the lease between the County of Winnebago and United Dental Partners, LLC, as set forth in Exhibit A, attached hereto and incorporated herein by reference

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 lease with United Dental Partners, LLC, in accordance with the terms 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 Winnebago County Public Health Administrator.

Respectfully submitted,

**OPERATIONS & ADMINISTRATIVE  
COMMITTEE**

**AGREE**

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

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

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

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

\_\_\_\_\_  
ELI NICOLosi

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

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

**DISAGREE**

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

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

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

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

\_\_\_\_\_  
ELI NICOLosi

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

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

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

# **OFFICE LEASE**

**between**

**County of Winnebago**

**and**

**United Dental Partners, LLC**



# LEASE

This lease ("Lease") is made this \_\_\_\_ day of \_\_\_\_\_, 2018, by and between the County of Winnebago, an Illinois body politic and corporate ("Landlord"), whose address is 404 Elm Street, Rockford, Illinois, and United Dental Partners, LLC, an Illinois Limited Liability Company, whose address is 4849 N. Milwaukee, Suite 404, Chicago, IL 60630, Illinois ("Tenant").

Landlord leases to Tenant, subject to the terms, provisions and conditions of this Lease, and Tenant hereby accepts, Suites 103, 104, 105, 106 and 107 and 50% of Suites 114 and 110 and the sterilization and reception areas (the "Premises") designated on the attached *Plan of Premises* as Exhibit A, which Premises have 1,592.5 square feet of rentable area, more or less, and are commonly described as 555 N Court Street, Rockford Illinois 61103

Landlord and Tenant agree as follows:

## 1. TERM.

The term of this Lease (the "Term") shall commence on July 1, 2018 (the "Commencement Date") and shall expire on June 30, 2020 (the "Expiration Date"), unless sooner terminated as provided in this Lease. Tenant shall have the right to renew this lease for three consecutive one-year terms upon notice to Landlord.

## 2. NET RENT.

Tenant shall pay to Landlord at 555 N. Court St, Rockford, IL 61110, or to another person or at another place as Landlord may from time to time designate in writing, Net Rent at the following rates in equal monthly installments:

Lease Year	Total rent for Lease Year	Monthly Installments for Lease Year
7/1/18 to 6/30/20	\$19,110.00 (\$12.00/sf)	\$1,592.50
7/1/20 to 6/30/21	\$19,508.13 (\$12.25/sf)	\$1,625.68
7/1/21 to 6/30/22	\$19,906.25 (\$12.50/sf)	\$1,658.85
7/1/22 to 6/30/23	\$20,304.38 (\$12.75/sf)	\$1,692.03

Each monthly installment of the Net Rent is due in advance on or before the first day of each and every month during the Term, without any set-off, deduction, demand or billing whatsoever, except that (i) Tenant shall pay an equal amount to the first installment of Net Rent at the time of execution of this Lease, which shall be applied to the first monthly installment of Net Rent due and (ii) if either the Term or the obligation to pay rent commences other than on the first day of the month or ends other than on the last day of the month, the Net Rent for the month(s) shall be prorated on a per diem basis. The prorated rent for the part of the month in which the Term commences shall be paid on the first day of the first full month of the Term.

### 3. ADDITIONAL CHARGES.

Tenant shall pay to Landlord One Thousand Nine Hundred Fifty Dollars (\$1,950.00) per year for janitorial services in equal monthly installments of One Hundred Sixty Two Dollars and Fifty Cents (\$162.50) each in advance on or before the first day of each and every month during the Term and otherwise on the same terms as set forth in Section 2 above ("additional Charges"). In the event the Landlord bids out the janitorial services during the term of this lease, the charges in this Section 3 shall be recalculated and the Tenant charged a percentage of the total janitorial services cost based upon the percentage of occupied space by the Tenant of the total space available in the building. Landlord agrees to review the terms of the janitorial services contract in good faith at the next contractual opportunity for potential cost savings for Tenant. Landlord shall pay all real estate and other taxes assessed against the building, utilities, and common area maintenance for rented space.

### 4. USE OF PREMISES.

Tenant shall use and occupy the Premises as an office for the following types of business: Orthodontia services and all related business practices, and for no other purpose.

### 5. CONDITION OF PREMISES.

Tenant's taking possession of any portion of the Premises shall be conclusive evidence that the portion of the Premises was in good order and satisfactory condition when the Tenant took possession. No promise of the Landlord to alter, remodel, or improve the Premises or the Building and no representation by Landlord or its agents respecting the condition of the Premises or the Building have been made to Tenant or relied upon by Tenant other than as may be contained in this Lease or in any written amendment hereto signed by Landlord and Tenant.

### 6. SERVICES.

#### A. List of Services.

Landlord shall provide the following services:

- (i) City water from the regular Building outlets for drinking, lavatory and toilet purposes.
- (ii) Heating and air-conditioning to the extent *reasonably necessary for normal comfort* in the Premises, from Monday through Friday (excluding holidays) during the period of 7:00 a.m. to 3:00 p.m.
- (iii) Window washing the inside and outside of windows in the Building's perimeter walls as may be situated in the Premises, at intervals to be determined by Landlord.
- (iv) Passenger elevator at all times.
- (v) 24 hour access to facility

**B. Interruption of Services.**

Tenant agrees that Landlord shall not be liable in damages, by abatement of Net Rent or otherwise, for failure to furnish or delay in furnishing any service, or for diminution in the quality or quantity thereof, when the failure or delay or diminution is occasioned, in whole or in part, by governmental rule, regulation or guideline (whether or not having the force of law), by repairs, renewals, or improvements, by any strike, lockout or other labor trouble, by inability to secure electricity, gas, water, or other fuel at the Building after reasonable effort to do so, by any accident or casualty whatsoever, by act or default of Tenant or other parties, or by any other cause beyond Landlord's reasonable control; and no failure or delay or diminution shall be deemed to constitute an eviction of Tenant or disturbance of Tenant's use and possession of the Premises nor shall any failure or delay relieve Tenant from the obligation to pay Net Rent or perform any of its obligations under this Lease. Landlord agrees to use reasonable efforts to cause the restoration of services in the event of any failure, delay or diminution described in this Paragraph.

**7. REPAIRS BY TENANT.**

Tenant shall, at Tenant's expense, keep the Premises in good order, repair and condition at all times during the Term, and Tenant shall promptly and adequately repair all damage to the Premises and replace or repair all damaged or broken fixtures and appurtenance, under the supervision and subject to the approval of the Landlord, and within any reasonable period of time specified by the Landlord. In addition, Tenant shall, at Tenant's expense, make all repairs, installations, and additions to the Premises as may be required by any law, ordinance, regulation or ruling of any governmental authority having jurisdiction over the Premises. If the Tenant does not do so, Landlord may, but need not, make any repairs, replacements, installations, and additions that Tenant is obligated to make, and Tenant shall pay to the Landlord the cost thereof, and, unless waived in writing by Landlord, shall also pay to Landlord twenty % [20] of the cost thereof to reimburse Landlord for all overhead, general conditions, fees and other costs or expenses arising from the involvement of Landlord with the repairs and replacements, the foregoing payments to be made forthwith upon being billed for same. Landlord may, but shall not be required to enter the Premises at all reasonable times to make the repairs, installation, improvements and additions to the Premises or to the Building or to any equipment located in the Building as Landlord shall desire or deem necessary.

**8. ADDITIONS AND ALTERATIONS.**

- A.** Tenant shall not, without the prior written consent of Landlord, make any alterations, improvements or additions (collectively "Alterations") to the Premises.
- B.** All Alterations, whether temporary or permanent in character, made or paid for by Landlord or Tenant, shall, without compensation to Tenant, become Landlord's property at the termination of this Lease by lapse of time or otherwise.

**9. COVENANT AGAINST LIENS.**

Tenant has no authority or power to cause or permit any lien or encumbrance of any kind whatsoever, whether created by act of Tenant, operation of law or otherwise, to attach to or be placed upon Landlord's title or interest in the Land, Building or the Premises, and any and all liens and

encumbrances created by Tenant shall attach to Tenant's interest only. Tenant covenants and agrees not to suffer or permit any liens of mechanics or materialmen or others to be placed against the Land, Building or the Premises or Tenant's interest in the Premises with respect to work or services claimed to have been performed for or materials claimed to have been furnished to Tenant or the Premises, and, in case any lien attaches, or claim of lien is asserted, Tenant covenants and agrees to cause the lien or claim of lien to be immediately released and removed of record. In the event the lien or claim of lien is not immediately released and removed, Landlord, at its sole option and in addition to any other available rights or remedies, may take all action necessary to release and remove the lien or claim of lien (it being agreed by Tenant that Landlord shall have no duty to investigate the validity thereof) and Tenant shall promptly upon notice reimburse Landlord for all sums, costs and expenses (including a reasonable attorney fee) incurred by Landlord in connection with the lien.

## 10. INSURANCE.

### A. Waiver of Subrogation.

Landlord and Tenant each hereby waives any and every claim for recovery from the other for any and all loss or damages to the Building or Premises or to the contents thereof, whether the loss or damage is due to the negligence of Landlord or Tenant or its respective agents or employees, to the extent that the amount of the loss or damage is recovered under its policies of insurance; provided, however, that the foregoing waiver shall not be operative in any case where the effect thereof is to invalidate any insurance coverage of the waiving party or increase the cost of the insurance coverage; provided further, the insured shall give to the other party notice of the increase and of the amount thereof, and the other party may reinstate the waiver by paying to the insured the amount of the increase in the cost of insurance.

### B. Coverage.

Tenant shall purchase and maintain insurance during the entire Term for the benefit of Tenant and Landlord (as their interests may appear) with terms, coverage, and in companies satisfactory to Landlord, (i) comprehensive general liability insurance covering claims of bodily injury, personal injury and property damage arising out of Tenant's operations, assumed liabilities or use and occupancy of the Premises, (ii) comprehensive automobile liability insurance covering all owned, non-owned and hired automobiles of Tenant including the loading and unloading of any automobile, and (iii) physical damage insurance covering all Alterations and other improvements to the Premises other than the building standard Tenant improvements provided by Landlord and all office furniture, trade fixtures, office equipment, merchandise and all other items of Tenant's property on the Premises.

All liability insurance shall initially have combined single limits of at least **\$One Million**, which limits shall be subject to increase from time to time as Landlord may reasonably request. All physical damage insurance shall be written on an "all risks" of physical loss or damage basis, shall be in amounts of at least equal to the full replacement cost (or property value) of the covered items, and shall not be subject to the application of any co-insurance clauses or requirements.

Tenant shall, prior to the commencement of the Term, furnish to Landlord certificates evidencing the coverages required by this Paragraph, which certificates shall state that the insurance coverage may not be changed or cancelled without at least 30 days' prior written notice to Landlord and shall name as additional insured (i) Landlord, (ii) the owner or owners of the Land and Building,



if they are other than Landlord, and Tenant is given notice of that fact, (iii) the beneficiary or beneficiaries of Landlord, if Landlord is a land trust, (iv) Landlord's Agent, (v) the holder of each mortgage encumbering the Premises of which Landlord shall have notified Tenant, and (vi) upon notice from Landlord, any Mortgagee or Ground Lessor (as those terms are defined in Paragraph 19).

#### **11. FIRE OR CASUALTY.**

Paragraph 7 hereof notwithstanding, if the Premises or the Building (including machinery or equipment used in its operation) shall be damaged by fire or other casualty and if the damage does not, in the judgment of Landlord, render all or a substantial portion of the Premises or Building untenable, then Landlord shall, subject to the limitations set forth below, repair or restore the damage with reasonable promptness, subject to reasonable delays or insurance adjustment and delays caused by matters beyond Landlord's reasonable control. Landlord shall not be obligated to expend in repairs and restoration an amount in excess of the proceeds of insurance recovered with respect to the casualty. If any damage renders all or a substantial portion of the Premises or Building untenable, Landlord shall have the right to terminate this Lease as of the date of the damage (with appropriate prorations of Net Rent being made for Tenant's possession after the date of the damage of any tenable portions of the Premises) upon giving written notice to the Tenant at any time within 120 days after the date of the damage. Landlord shall have no liability to Tenant, and Tenant shall not be entitled to terminate this Lease by virtue of any delays in completion of repairs and restoration. However, Net Rent shall abate as to those portions of the Premises as are, from time to time, untenable as a result of the damage until Landlord shall have completed the repairs and restoration required of Landlord hereunder.

#### **12. WAIVER OF CLAIMS — INDEMNIFICATION.**

Landlord and its respective officers, agents, servants and employees shall not be liable for any damage either to person or property or for damage resulting from the loss of use of property sustained by Tenant or by other persons due to the Building or any part thereof or any appurtenances thereto becoming out of repair, or due to the happening of any accident or event in or about the Building, including the Premises, or due to any act or neglect of any tenant or occupant of the Building or of any other person. Without limitation of any other provisions hereof, Tenant agrees to defend, protect, indemnify and save harmless Landlord from and against all liability to third parties (including but not limited to the officers, agents, contractors, and business associates of Tenant) arising out of Tenant's use and occupancy of the Premises or acts or omissions of Tenant (whether or not the acts or omissions constitute a violation of applicable law or of this Lease) and its servants, agents, employees, contractors, suppliers, workers and invitees.

#### **13. NON-WAIVER.**

No waiver of any provision of this Lease shall be implied by any failure of Landlord to enforce any remedy on account of the violation of the provision, even if the violation be continued or repeated subsequently, and no express waiver shall affect any provision other than the one specified in the waiver and that one only for the time and in the manner specifically stated. No receipt of monies by Landlord from Tenant after the termination of the Lease shall in any way alter the length of the Term or of Tenant's right of possession hereunder or after the giving of any notice shall reinstate, continue or extend the Term or affect any notice given Tenant prior to the receipt of the monies, it being agreed that after the service of notice or the commencement of a suit or after final judgment for possession of the Premises, Landlord

may receive and collect any Net Rent or other sum due, and the payment of Net Rent or other sum shall not constitute a waiver of or affect the notice, suit or judgment.

#### **14. CONDEMNATION.**

If the Land or the Building or any portion thereof shall be taken or condemned or purchased under the threat of public use or purpose, or if the configuration of any street, alley, bridge, railroad facility or other improvement or structure adjacent to the Building is changed by any competent authority and the taking or change in configuration makes it necessary or desirable to remodel or reconstruct the Building, Landlord shall have the right, exercisable at its sole discretion, to cancel this Lease upon not less than 90 days' notice prior to the date of cancellation designated in the notice. No money or other consideration shall be payable by Landlord exercises the cancellation right, Tenant shall have no right to share in the condemnation award or in any judgment for damages caused by the taking or change in configuration, it being agreed by Tenant that each award is the sole property of Landlord and that Tenant has no interest therein.

#### **15. ASSIGNMENT AND SUBLETTING.**

Tenant shall not, without the prior written consent of Landlord (which consent may be withheld arbitrarily), (i) assign, convey, or mortgage this Lease or any interest hereunder, (ii) permit or suffer to exist any assignment of this Lease, or any lien upon Tenant's interest, voluntarily or by operation of law, (iii) sublet the Premises by any parties other than Tenant and its employees. Any such action on the part of Tenant shall be void and of no effect. Landlord's consent to any assignment, subletting or transfer or Landlord's election to accept any assignee, subtenant or transferee as the Tenant hereunder and to collect rent from that assignee, subtenant or transferee shall not release Tenant or any subsequent tenant from primary liability to perform each covenant or obligation to be performed by Tenant under this Lease. Landlord's consent to any assignment, subletting or transfer shall not constitute a waiver of Landlord's right to withhold its consent to any future assignment, subletting or transfer.

#### **16. POSSESSION/SURRENDER.**

- A.** If Landlord does not deliver possession of the Premises to Tenant on the Commencement Date either (i) because the Premises are not completed and ready for occupancy, or (ii) due to the holding over or retention of possession by any other tenant or occupant, this Lease shall continue in full force and effect and Landlord shall have no liability to Tenant whatsoever on account of the failure to deliver possession or complete any work, but Net Rent shall abate until Landlord delivers possession, provided, however, the Net Rent shall not abate if the Premises are not ready for occupancy in whole or in part because of any "Tenant Delay" (as the term is defined in the Work Letter). The Premises shall not be deemed incomplete or not ready for occupancy if only insubstantial details of construction, decoration or mechanical adjustment remain to be completed (the foregoing collectively called "Punch List Items"). If Landlord's failure to deliver possession is due to the holding over or retention of possession by any other tenant or occupant, Tenant agrees to cooperate with Landlord at Landlord's request and at Landlord's expense, in taking steps as Landlord deems appropriate to effect delivery of possession of the Premises to Tenant.
- B.** If Tenant takes possession of all or any part of the Premises prior to the Commencement Date (which Tenant may not do without Landlord's prior written consent), all of the covenants and conditions of this Lease shall be binding upon the parties with respect to the Premises (or the part so occupied) as though the Commencement Date had occurred on a date when Tenant so took

possession of all or part of the Premises, and Tenant shall pay Net Rent and all other amounts to be paid by Tenant under this Lease for the period of the occupancy prior to the Commencement Date at the annual rates payable under this Lease for the first year of the Term, prorated for the period of occupancy, except that if less than substantially all of the Premises are occupied, the Net Rent shall be apportioned for the proportionate area of the total Premises so occupied.

- C. Under no circumstances shall the occurrence of any of the events described in subparagraphs A and B in this Paragraph 16 be deemed to accelerate or defer the Expiration Date.
- D. Upon the expiration of the Term or upon the termination of Tenant's right of possession, whether by lapse of time or at the option of Landlord as herein provided, Tenant shall forthwith surrender the Premises to Landlord in good order, repair and condition, ordinary wear excepted. Prior to the expiration or termination of the Term or of Tenant's right of possession of the Premises, Tenant shall remove its office furniture, trade fixtures, office equipment and all other items of Tenant's property from the Premises. Tenant shall pay to Landlord upon demand the cost of repairing any damage to the Premises and to the Building caused by any removal. If tenant shall fail or refuse to remove any property from the Premises, Tenant shall be conclusively presumed to have abandoned the same, and title thereto shall thereupon pass to Landlord without any cost to Landlord, whether by set-off, credit, allowance or otherwise, and Landlord may at its option accept the title to the property or at Tenant's expense may (i) remove the same or any part in any manner that Landlord shall choose, repairing any damage to the Premises caused by the removal, and (ii) store, destroy, or otherwise dispose of the same without incurring liability to Tenant or any other person. In the event Landlord incurs any storage or other costs by reason of Tenant's failure to remove any property that Tenant is obligated to remove under this Paragraph, Tenant upon demand shall pay to Landlord the amount of costs so incurred.

#### **17. HOLDING OVER.**

In addition to performing all of Tenant's other obligations set forth in this Lease, Tenant shall pay to Landlord an amount equal to 200% of the Net payable by Tenant for the last month of the Term, for each month or portion thereof during which Tenant shall retain possession of the Premises or any part thereof after the expiration or termination of the Term or of Tenant's right of possession, whether by lapse of time or otherwise.

#### **18. RIGHTS OF MORTGAGEES AND GROUND LESSORS.**

Landlord has heretofore encumbered the Land and the Building with a Mortgage and may hereafter encumber the land and the Building, or any interest therein, with additional mortgages, may sell and lease back the Land, or any part of the land, and may encumber the leasehold estate under a sale and leaseback arrangement with one or more mortgages (any mortgage is herein called a "Mortgage," the holder of any mortgage is herein called a "Mortgagee," any lease of the land is herein called a "Ground Lessor"). This Lease and the rights of Tenant hereunder shall be and are hereby expressly made subject to and subordinate at all times to each Mortgage and to any Ground Lease (it being agreed by Tenant that in the case of a Ground Lease Tenant's right to possession shall be as a subtenant) now or hereafter existing, and to all amendments, modifications, renewals, extension, consolidations and replacements of each of the foregoing, and to all advances made or hereafter to be made upon the security thereof. The subordination expressed in the proceeding sentence shall be automatic and shall require no further action by Landlord or Tenant for its effectiveness. However, Tenant agrees to execute and deliver to Landlord further instruments consenting to or confirming the subordination of this lease to any Mortgage referred

to and any Ground Lease and containing other provisions that may be requested in writing by Landlord within 10 days after Tenant's receipt of the written request.

#### 19. LANDLORD'S REMEDIES.

- A. **If:**
- (i) Tenant defaults in the payment of Net Rent or any installment of the foregoing, or in the payment of any other sum required to be paid by Tenant either under this lease, or under the terms of any other agreement between landlord and Tenant (the foregoing defaults being collectively called "Payment Defaults"), and the Payment Default is not cured within 5 days after written notice to Tenant, or
  - (ii) Tenant defaults in the observance or performance of any of the other covenants or conditions in this Lease that Tenant is required to observe and perform and the default is not cured within 10 days after written notice to Tenant (or if the default involves a hazardous condition and is not cured by Tenant immediately upon written notice to Tenant), or
  - (iii) The interest of Tenant in this lease shall be levied upon under execution or other legal process, or
  - (iv) Tenant becomes the subject of commencement of an involuntary case under the federal bankruptcy law and the involuntary case or petition is not dismissed within 60 days after the filing thereof, or
  - (v) Tenant commences a voluntary case or institutes proceedings to be adjudicated a bankrupt or insolvent, or consents to the institution of bankruptcy or insolvency proceedings against it, or makes any assignment for the benefit of creditors or admits in writing its inability to pay its debts generally as they become due,

then Landlord may treat the occurrence of any one or more of the foregoing events as a breach of this lease, and any other lease in the Building to which Tenant is a party and thereupon at its option may, with or without notice or demand of any kind to Tenant or any other person, have one or more of the following described remedies in addition to all other rights and remedies provided at law or in equity or elsewhere herein:

- (a) Landlord may terminate this Lease by giving to Tenant written notice of Landlord's election to do so, in which event the Term and all right, title and interest of Tenant hereunder shall end on the date stated in the notice;
- (b) Landlord may terminate the right of Tenant to possession of the Premises without terminating this lease, by giving written notice to Tenant that Tenant's right of possession shall end on the date stated in the notice, whereupon the right of Tenant to possession of the Premises or any part thereof shall cease on the date stated in the notice; and
- (c) Landlord may enforce the provisions of this Lease and may enforce and protect the rights of Landlord hereunder by a suit or suits in equity or at law for the

specific performance of any covenant or agreement contained herein, and for the enforcement of any other appropriate legal or equitable remedy, including without limitation injunctive relief, recovery of all monies due or to become due from Tenant under any of the provisions of this Lease, and any other damages incurred by Landlord by reason of Tenant's default under this Lease.

- B. If Landlord exercises any of the remedies provided for in Subparagraphs (a) and (b) above, Tenant shall surrender possession of and vacate the Premises and immediately deliver possession thereof to Landlord, and Landlord may re-enter and take complete and peaceful possession of the Premises. Landlord shall allow tenant to have access to remove its office furniture, trade fixtures, office equipment and all other items of Tenant's property from the Premises.
- C. If Landlord terminates the right of Tenant to possession of the Premises without terminating this lease, the termination of possession shall not release Tenant, in whole or in part, from Tenant's obligation to pay the Net Rent hereunder for the full term.

In the alternative, Landlord shall have the right from time to time, to recover from Tenant, and Tenant shall remain liable for, all Net Rent not theretofore accelerated and paid pursuant to the foregoing sentence and any other sums thereafter accruing as they become due under this Lease during the period from the date of the notice of termination of possession to the Expiration Date. In any such case, Landlord may (but shall be under no obligation to, except as may be required by law) relet the Premises or any part thereof for the account of Tenant for the rent, for the time (which may be for a term extending beyond the Term of this Lease) and upon the terms as landlord in Landlord's sole discretion shall determine, and Landlord shall not be required to accept any tenant offered by Tenant relative to the reletting.

Landlord may collect the rents from any reletting and apply the same first to the payment of the expenses of reentry, redecoration, repair and alterations and the expenses of reletting and second to the payment of Net Rent and Additional Charges herein provided to be paid by Tenant, and any excess or residue shall operate only as an offsetting credit against the amount of Net Rent and Additional Charges due and owing or paid as a result of acceleration or as the same thereafter becomes due and payable hereunder. No reentry, repossession, repairs, alterations, additions or reletting shall be construed as an eviction or ouster of Tenant or as an election on Landlord's part to terminate this Lease, unless a written notice of that intention is given to Tenant, or shall operate to release Tenant in whole or in part from any of Tenant's obligations hereunder, and Landlord may, at any time and from time to time, sue and recover judgment for any deficiencies from time to time remaining after the application from time to time of the proceeds of any reletting.

- D. Tenant shall pay all of Landlord's costs, charges, and expenses, including without limitation, court costs and a reasonable attorney fee, incurred in enforcing Tenant's obligations under this Lease or incurred by Landlord in any litigation, negotiation or transaction in which Tenant causes Landlord, without Landlord's fault, to become involve or concerned.
- E. Tenant hereby grants to Landlord a first lien and security interest upon the interest of Tenant under this Lease and the personal property of Tenant located in the Premises to secure the payment of monies due under this lease, and Landlord shall have all rights of a secured party pursuant to the Uniform Commercial Code of the State of Illinois or as otherwise provided by law or equity. At any time, and from time to time, upon request by Landlord, Tenant will make,

execute and deliver or cause to be made, executed, and delivered, to Landlord, and where appropriate, filed and from time to time thereafter to be refiled at the time and in the offices and places as shall be deemed desirable by Landlord, any and all security agreements, financing statements, continuation statements, instruments of further assurances, certificates and other documents as may, in the opinion of Landlord, be necessary or desirable in order to effectuate, complete, enlarge or perfect, or to continue and preserve (a) the obligations of Tenant under this Lease, and (b) the lien and security interest granted by this Paragraph as a first and prior lien and security interest upon Tenant's interest in this lease and the personal property of Tenant located on the Premises, whether now or hereafter acquired by Tenant. Upon any failure by Tenant to do so, Landlord may make, execute, file or refile any and all security agreements, financing statements, continuation statements, instruments, certificates and documents for or in the name of Tenant, and Tenant hereby irrevocably appoints Landlord the agent and attorney-in-fact of Tenant so to do. The lien and security interest hereof will automatically attach, without further act, to all after-acquired personal property attached to and/or used in the operation of the Tenant's business in the Premises or any part thereof.

## **20. SECURITY DEPOSIT.**

Tenant shall deposit with Landlord the sum of \$ 1,592.50 (the "Security Deposit"), as security for the prompt, full and faithful performance by Tenant of each and every provision of this Lease and of all obligations of Tenant hereunder.

## **21. MISCELLANEOUS.**

### **A. Rights Cumulative.**

All rights and remedies of Landlord under this Lease shall be cumulative and none shall be cumulative and none shall exclude any other rights and remedies allowed under this Lease or by law or equity.

### **B. Late Payments.**

All payments becoming due under this Lease and remaining unpaid when due shall bear interest until paid at a rate per annum equal to 18%.

### **C. Terms.**

The necessary grammatical changes required to make the provisions hereof apply either to corporations or partnerships or individuals, men or women, as the case may require, shall in all cases be assumed as though in each case fully expressed. Tenant acknowledges that "rentable area" as used in this Lease includes a portion of the common and service areas of the Building.

### **D. Binding Effect.**

Each of the provisions of this Lease shall extend to and shall, as the case may require, bind or insure to the benefit not only of Landlord and of Tenant, but also of their respective successors and assigns, provided this Paragraph shall not permit any assignment by Tenant contrary to the provisions of this Lease.

**E. Lease Contains All Terms.**

All of the obligations of Landlord are contained herein and in the Work Letter and other Exhibits attached hereto, and no modification, waiver or amendment of this Lease or any of its conditions or provisions shall be binding upon the Landlord unless in writing signed by Landlord or by a duly authorized agent of Landlord empowered by a written authority signed by Landlord.

**F. Governing Law.**

Interpretation of this Lease shall be governed by the law of Illinois.

**G. Partial Invalidity.**

If any term, provision or condition contained in this Lease shall, to any extent, be invalid or unenforceable, the remainder of this Lease (or the application of the term, provision or condition to persons or circumstances other than those in respect of which it is invalid or unenforceable) shall not be affected thereby, and each and every other term, provision and condition of this Lease shall be valid and enforceable to the fullest extent possible permitted by law.

**22. CLAIMS AGAINST LANDLORD.**

**A. Personal Injury.**

Landlord is not liable for personal injury suffered by Tenant, its guests, customers, Tenants, invitees or visitors, unless the injury is caused by Landlord's own negligence, or that of its employees.

**B. Repairs to Common Areas.**

Landlord shall make all necessary repairs to the exterior walls, exterior doors, windows, corridors and other common areas, and Landlord shall keep its building in a clean and neat condition and use reasonable efforts to keep all equipment used in common with other Tenants in good condition and repair, the costs of which shall be borne by Landlord, provided, however, that to the extent any of the foregoing items require repair because of the negligence, misuse or default of Tenant, its employees or agents, Landlord shall make such repairs solely at Tenant's expense.

**C. Repair and Maintenance of the Premises.**

Tenant shall keep and maintain the Premises in good order, condition and repair, the costs of which shall be included by Tenant without any right to contribution by Landlord.

**D. Entry of Premises.**

Landlord has the right to enter Tenant's office for maintenance, safety, cleaning, showing the office to prospective Tenants and in the ordinary course of providing services requested by Tenant. Otherwise, Landlord will not enter Tenant's office without Tenant's permission.

**E. No Security.**

Landlord specifically disclaims any obligation or responsibility to provide security for or on behalf of Tenant. Tenant understands and agrees that it shall be solely responsible for its security and for the security of its employees, customers, clients and invitees.

**23. NOTICES.**

All notices required or permitted to be given under this Lease shall be in writing, addressed as follows (which address is hereafter called the "Notice Address" of that party):

- |     |                 |  |
|-----|-----------------|--|
| (a) | If to Landlord: | Winnebago County<br>c/o WCHD<br>401 Division St<br>Rockford, IL 61104            |
| (b) | If to Tenant:   | United Dental Partners, LLC<br>4849 N. Milwaukee, Suite 404<br>Chicago, IL 60630 |

provided, however, that either Landlord or Tenant may change the location at which it receives notices, to another location within the United States of America, upon not less than 10 days' notice to the other.

All notices shall be deemed effectively given:

- (i) when delivered, if delivered personally;
- (ii) 3 days after the notice has been deposited in the United States Mail postage prepaid, if mailed certified or registered mail return receipt requested; or
- (iii) when received by the party for which notice is intended, if given in any other manner.

This Lease was executed on the day and year first above written.

LANDLORD:  
County of Winnebago

TENANT:  
United Dental Partners, LLC

By: \_\_\_\_\_  
Frank Haney  
Chairman  
County of Winnebago

By: \_\_\_\_\_  
Dr. Scott Goldman, DDS  
Manager



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

Submitted by: Operations and Administrative Committee

2018 CR

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**AN ORDINANCE AMENDING SECTION 62-14 OF CHAPTER 62  
OF THE COUNTY CODE OF ORDINANCES**

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**WHEREAS**, Chapter 62 of the County Code of Ordinances, Article I sets forth various criteria for Personnel;

**WHEREAS**, the County wishes to amend Sections of Chapter 62, of the County Code of Ordinances.

**NOW, THEREFORE, BE IT ORDAINED**, by the County Board of the County of Winnebago, Illinois, that Chapter 62, Article I of the County Code of Ordinances be amended as follows:

Sec. 62-14. - Discrimination/harassment policy.

- (a) *Policy*. The County strives to maintain a workplace that fosters mutual employee respect and promotes a harmonious, productive working environment. Winnebago County is committed to maintaining a work environment that is free of discrimination and harassment.
- 1) In keeping with that commitment, the County prohibits discrimination and/or harassment that is based on sex, race, religion, gender identity, color, citizenship status, pregnancy, ancestry, order of protection status, arrest record, national origin, age, sexual orientation, physical or mental disability, military status, unfavorable discharge from military service, marital status, genetic information, or any other class protected by federal or state law, now or in the future. Winnebago County further prohibits discrimination and/or harassment that is perceived as creating a hostile work environment. Discrimination and/or harassment in any form constitute misconduct that undermines the integrity of the workplace.
  - 2) Prohibition on Sexual Harassment.  
It is unlawful to harass a person because of that person's sex. The courts have determined that sexual harassment is a form of discrimination under Title VII of the U.S. Civil Rights Act of 1964,

COUNTY BOARD MEETING

June 14, 2018

as amended in 1991. All persons have a right to work in an environment free from sexual harassment. Sexual harassment is unacceptable misconduct which affects individuals of all genders and sexual orientations. It is a policy of Winnebago County to prohibit harassment of any person by any County official, County agent, county employee or County agency or office on the basis of sex or gender. All County officials, agents, employees and agencies or offices are prohibited from sexually harassing any person, regardless of any employment relationship or lack thereof.

- (b) *Scope.* This policy applies to every employee, elected official, contractor, volunteer, and intern throughout the County and all individuals who may have contact with any employee of this organization as a result of County business operations.
- (c) *Definitions.* As used in this document, the following definitions shall apply:
  - 1) *Complaint.* A formal or informal allegation of discrimination or harassment by an employee, including the filing of a grievance.
  - 2) This policy adopts and incorporates the definition of sexual harassment as stated in the Illinois Human Rights Act, which currently defines sexual harassment as: Any unwelcome sexual advances or requests for sexual favors, or any conduct of a sexual nature when:
    - a. Submission to such conduct is made either explicitly or implicitly a term of condition of an individual's employment,
    - b. Submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual, or
    - c. Such conduct has the purpose or effect of substantially interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment.
  - 3) *Harassment.* Unwelcome conduct based on a protected class which is unlawful where 1) enduring the offensive conduct becomes a condition of continued employment, or 2) the conduct is severe or pervasive enough to create a work environment that a reasonable person would consider intimidating, hostile, or abusive.
  - 4) *Discrimination.* Treating a person or group of people differently because of their membership in a protected class.
- (d) *General provisions.*
  - 1) Sexual harassment is a form of misconduct which undermines the integrity of the employer - employee relationship and is prohibited at all times.
  - 2) Conduct which may constitute sexual harassment includes:
    - a. Verbal: sexual innuendos, suggestive comments, insults, humor, and jokes about sex, anatomy or gender-specific traits, sexual propositions, threats, repeated requests for dates, or statements about other employees, even outside of their presence, of a sexual nature;
    - b. Non-verbal: suggestive or insulting sounds (whistling), leering, obscene gestures, sexually suggestive bodily gestures, "catcalls", "smacking" or "kissing" noises;
    - c. Visual: posters, signs, pin-ups or slogans of a sexual nature, viewing pornographic material or websites;
    - d. Physical: touching, unwelcome hugging or kissing, pinching, brushing the body, any coerced sexual act or actual assault;

- e. Textual/Electronic: "sexting" (electronically sending messages with sexual content, including pictures and video), the use of sexually explicit language, harassment, cyber stalking and threats via all forms of electronic communication (e-mail, text/picture/video messages, intranet/on-line postings, blogs, instant messages and social network websites like Facebook and Twitter.)
  - 3) The most severe and overt forms of sexual harassment are easier to determine. On the other end of the spectrum, some sexual harassment is more subtle and depends, to some extent, on individual perception and interpretation. The courts will assess sexual harassment by a standard of what would offend a "reasonable person."
  - 4) Non-sexual conduct can also constitute a violation of applicable law when such conduct is directed at a person because of his or her gender.
  - 5) Harassment on the basis of any protected characteristic is strictly prohibited. Any verbal or physical conduct that denigrates or shows hostility toward an employee because of the employee's race, color, religion, sex, national origin, age, handicap/disability, ancestry, pregnancy, sexual orientation, gender identity, marital status, citizenship status, order of protection status, arrest record, unfavorable discharge from the military, mental or physical disability unrelated to a person's ability to perform the essential functions of the job, genetic information, or any other characteristic protected by federal or state law. Harassing conduct includes, but is not limited to:
    - a. Epithets, slurs or negative stereotyping;
    - b. Threatening, intimidating or hostile acts;
    - c. Denigrating jokes, and;
    - d. Display or circulation in the workplace of written or graphic material that denigrates or shows hostility or aversion toward an individual or group (including through e-mail, voice mail, or similar systems). There shall be no distinction between someone who originates, sends, or forwards such material and one who receives such material and fails to take any action regarding its receipt.
  - 6) Each employee shall assist in the prevention of harassment through the following acts:
    - a. Refraining from participation in or encouragement of actions that are or could be perceived as harassment;
    - b. Reporting acts of harassment to a supervisor;
    - c. Encouraging any employee who confides that he or she is being harassed to report these acts to a supervisor.
  - 7) This policy is not intended to preclude any employee from filing a complaint or grievance with an appropriate outside agency.
- (e) *Prohibited activities.*
- 1) Conduct prohibited by this policy is unacceptable in the workplace and in any work-related setting outside the workplace, such as during business trips, professional conferences, business meetings and business-related social events. Any employee engaging in practices or conduct constituting sexual harassment, discrimination or harassment of any kind shall be subject to disciplinary action, up to and including termination.
  - 2) Winnebago County prohibits retaliation against any individuals who make good faith reports of discrimination or harassment, participate in an investigation of such reports, or file a charge of

discrimination or harassment. Retaliation against an individual for reporting harassment or discrimination, or participating in an investigation of a claim of harassment or discrimination, or for filing a charge of discrimination or harassment is a serious violation of this policy and, like harassment or discrimination itself, will be subject to disciplinary action, up to and including termination.

(f) *Employee's responsibilities.*

- 1) If an employee is the subject of or witnesses harassment or discrimination of any kind, he or she should deal with the incident(s) as directly and firmly as possible by clearly communicating his or her position to the offending person, and to his or her immediate supervisor or dept. head or the Winnebago County Human Resources Dept. In cases which involve complaints against elected officials covered under this policy, an employee may also inform the State's Attorney's office. It is not necessary that the harassment be directed at the employee in order to make a complaint through the procedures set forth below.
- 2) The employee and the individual to whom the harassment is reported should document or record the facts surrounding each incident (what was said or done, by whom, the date, time and place, and any witnesses to the incident.)
  - a. Written records such as letters, notes, memos, e-mails, and telephone messages can strengthen documentation.
- 3) If there is harassing or discriminatory behavior in the workplace, the employee may directly and clearly express their objection to the offending person(s) regardless of whether the behavior is directed at them.
  - a. If the employee is being harassed, he or she should clearly state that the conduct is unwelcome and the offending behavior must stop.
  - b. However, the employee is not required to directly confront the person who is the source of his or her report, question, or complaint before notifying any of the individuals listed in Section 1 above.
  - c. The initial communication may be oral, but documentation of the notice should be made. If subsequent communication is needed, it should be put in writing.
- 4) Employees who have witnessed or experienced conduct they believe is contrary to this policy are encouraged to use this reporting procedure. An employee's failure to follow this procedure could affect his or her right to pursue legal action.
- 5) Failure by an employee to report known harassment may be grounds for discipline, up to and including termination.

(g) *Supervisor's responsibilities.*

- 1) Each supervisor shall be responsible for addressing and preventing acts of harassment. This responsibility includes:
  - a. Monitoring the work environment on a daily basis for signs that harassment may be occurring.
  - b. Counseling all employees on the types of behavior prohibited and the organization's procedure for reporting and resolving complaints of harassment.

COUNTY BOARD MEETING

June 14, 2018

- c. Stopping any observed acts that may be considered harassment and taking immediate and appropriate corrective action, whether or not the involved employees are within his or her line of supervision.
    - d. Taking immediate action to limit the work contact between two employees when there is a pending investigation of harassment involving those employees.
  - 2) Every supervisor has the responsibility to assist any employee who comes to that supervisor with a complaint of harassment in documenting and filing a complaint as outlined in this policy.
  - 3) Any supervisor who becomes aware of any possible sexual or other unlawful harassment or discrimination against any employee must immediately advise his or her dept. head, the Human Resources Dept., or the state's attorney's office, who will timely initiate an investigation into the conduct.
- (h) *Complaint procedures.*
- 1) Winnebago County strongly urges the reporting of all incidents of discrimination, harassment or retaliation, regardless of the offender's identity or position. While no fixed reporting period has been established, the prompt reporting of complaints or concerns allows for rapid and constructive action.
  - 2) An employee who believes that he or she is being harassed or discriminated against should promptly report the offending behavior to a supervisor or dept. head so that steps may be taken to protect the employee from further harassment or discrimination and appropriate investigative and disciplinary measures may be initiated. If reporting to a supervisor or dept. head is not practical, if the employee feels uncomfortable doing so, or if the supervisor and/or dept. head is the source of the problem, condones the problem, or ignores the problem, the report should be made directly to the Winnebago County Human Resources Dept. or the State's Attorney's office.
  - 3) The availability of this reporting procedure does not preclude employees who believe they are being subjected to harassment or discriminatory conduct from promptly advising the offender that his or her behavior is unwelcome and requesting that it be discontinued. However, employees are not required to communicate directly with the offender.
  - 4) The supervisor or other person taking the complaint shall interview the complaining employee and document, in writing, the details and nature of the incident(s). The documentation shall contain the following, at a minimum:
    - a. Statement of the facts upon which the complaint is based;
    - b. Person(s) performing, participating in, or witnessing the harassment;
    - c. Description of specific wrongful act(s) and harm done;
    - d. Date(s) on which it occurred;
    - e. Any particular remedy or adjustment sought;
    - f. The time and date that the complaint was brought to the attention of the supervisor or other person taking the complaint, along with any action taken.
  - 5) The person taking the complaint shall promptly forward the documentation to the human resources dept. or State's Attorney's office for review.
- (i) *Procedure for Reporting an Allegation of Sexual Harassment*
- An employee who either observes sexual harassment or believes herself/himself to be the object of sexual harassment should deal with the incident(s) as directly and firmly as possible by clearly

COUNTY BOARD MEETING  
June 14, 2018

communicating her/his position to the offending employee, and her/his immediate supervisor. It is not necessary for sexual harassment to be directed at the person making the report.

- 1) Any employee may report conduct which is believed to be sexual harassment, including the following:
  - a. Electronic/Direct Communication. If there is sexual harassing behavior in the workplace, the harassed employee should directly and clearly express her/his objection that the conduct is unwelcome and request that the offending behavior stop. The initial message may be verbal. If subsequent messages are needed, they should be put in writing in a note or a memo.
  - b. Contact with Supervisory Personnel. At the same time direct communication is undertaken, or in the event the employee feels threatened or intimidated by the situation, the problem must be promptly reported to the immediate supervisor of the person making the report, a department head, a director of human resources, the County Administrator, or the County Board Chairman.
  - c. The employee experiencing what he or she believes to be sexual harassment must not assume that the employer is aware of the conduct. If there are no witnesses and the victim fails to notify a supervisor or other responsible officer, the county will not be presumed to have knowledge of the harassment.
  - d. Resolution Outside County. The purpose of this policy is to establish prompt, thorough and effective procedures for responding to every report and incident so that problems can be identified and remedied by the County. However, all County employees have the right to contact the Illinois Department of Human Rights (IDHR) or the Equal Employment Opportunity Commission (EEOC) for information regarding filing a formal complaint with those entities. An IDHR complaint must be filed within 180 days of the alleged incident(s) unless it is a continuing offense. A complaint with the EEOC must be filed within 300 days.
- 2) Documentation of any incident may be submitted with any report (what was said or done, the date, the time and the place), including, but not limited to, written records such as letters, notes, memos and telephone messages.
- 3) All allegations, including anonymous reports, will be accepted and investigated regardless of how the matter comes to the attention of the c. However, because of the serious implications of sexual harassment charges and the difficulties associated with their investigation and the questions of credibility involved, the claimant's willing cooperation is a vital component of an effective inquiry and an appropriate outcome.

(j) *Prohibition on Retaliation for Reporting Sexual Harassment Allegations*

- 1) No County official, County agency, County employee or County agency or office shall take any retaliatory action against any County employee due to a County employee's:
  - a. Disclosure or threatened disclosure of any violation of this policy,
  - b. The provision of information related to or testimony before any public body conducting an investigation, hearing or inquiry into any violation of this policy, or
  - c. Assistance or participation in a proceeding to enforce the provisions of this policy.
- 2) For the purposes of this policy, retaliatory action means the reprimand, discharge, suspension, demotion, denial of promotion or transfer, or change in the terms or conditions of employment of

COUNTY BOARD MEETING  
June 14, 2018

- any County employee that is taken in retaliation for a County employee's involvement in protected activity pursuant to this policy.
- 3) No individual making a report will be retaliated against even if a report made in good faith is not substantiated. In addition, any witness will be protected from retaliation.
  - 4) Similar to the prohibition against retaliation contained herein, the State Officials and Employees Ethics Act (5 ILCS 430/15-10) provides whistleblower protection from retaliatory action such as reprimand, discharge, suspension, demotion, or denial of promotion or transfer that occurs in retaliation for an employee who does any of the following:
    - a. Discloses or threatens to disclose to a supervisor or to a public body an activity, policy, or practice of any officer, member, State agency, or other State employee that the State employee reasonably believes is in violation of a law, rule, or regulation,
    - b. Provides information to or testifies before any public body conducting an investigation, hearing, or inquiry into any violation of a law, rule, or regulation by any officer, member, State agency or other State employee, or
    - c. Assists or participates in a proceeding to enforce the provisions of the State Officials and Employees Ethics Act.
  - 5) Pursuant to the Whistleblower Act (740 ILCS 174/15(a)), an employer may not retaliate against an employee who discloses information in a court, an administrative hearing, or before a legislative commission or committee, or in any other proceeding, where the employee has reasonable cause to believe that the information discloses a violation of a State or federal law, rule, or regulation. In addition, an employer may not retaliate against an employee for disclosing information to a government or law enforcement agency, where the employee has reasonable cause to believe that the information discloses a violation of a State or federal law, rule, or regulation. (740 ILCS 174/15(b)).
  - 6) According to the Illinois Human Rights Act (775 ILCS 5/6-101), it is a civil rights violation for a person, or for two or more people to conspire, to retaliate against a person because he/she has opposed that which he/she reasonably and in good faith believes to be sexual harassment in employment, because he/she has made a charge, filed a complaint, testified, assisted, or participated in an investigation, proceeding, or hearing under the Illinois Human Rights Act.
  - 7) An employee who is suddenly transferred to a lower paying job or passed over for a promotion after filing a complaint with IDHR or EEOC, may file a retaliation charge – due within 180 days (IDHR) or 300 days (EEOC) of the alleged retaliation.
- (k) *Investigation of complaint.*
- 1) The Winnebago County Human Resources Dept., or, in some instances, the State's Attorney's office, is responsible for the prompt coordination of the investigation into any complaint alleging harassment or discrimination.
    - a. At no time will employees involved in the alleged harassment or discrimination conduct the investigation.

COUNTY BOARD MEETING  
June 14, 2018

- b. The investigating department will make every reasonable effort to conduct the investigation in a responsible and confidential manner; however, it is impossible to guarantee absolute confidentiality.
  - c. The investigating department reserves the right to use an outside agency to investigate claims of harassment or discrimination.
  - d. As with any investigation of workplace misconduct, all employees must fully cooperate and provide truthful information or risk disciplinary action, up to and including termination.
- 2) If the complaint contains evidence of possible criminal activity, the investigator shall notify and confer with the offices of the State's Attorney and the Sheriff.
  - 3) Where appropriate, the investigation shall include an inquiry into whether other employees are being harassed or discriminated against by the individual and whether other personnel participated in or encouraged the harassment or discrimination.
  - 4) A report shall be completed with a conclusion that the allegation(s) are founded or unfounded.
  - 5) If the allegation(s) are founded, the report shall include any recommended remedies or adjustments, including training, referral to counseling or EAP, and/or disciplinary action, up to and including termination. If it is determined disciplinary action is warranted, the appropriate procedure shall be followed.
  - 6) The complainant shall be informed, in writing, of the outcome of the investigation.

*(l) Consequences of a Violation of the Prohibition on Sexual Harassment*

In addition to any and all other discipline that may be applicable pursuant to County policies, employment agreements, procedures, employee handbooks and/or collective bargaining agreement, any person who violates this policy or the Prohibition on Sexual Harassment contained in 5 ILCS 430/5-65, may be subject to a fine of up to \$5,000 per offense, applicable discipline or discharge by the County and any applicable fines and penalties established pursuant to local ordinance, state law or federal law. Each violation may constitute a separate offense. Any discipline imposed by the County shall be separate and distinct from any penalty imposed by an ethics commission and any fines or penalties imposed by a court of law or a State or federal agency.

*(m) False and frivolous complaints.*

- 1) Given the possibility of serious consequences for an individual accused of sexual or other forms of harassment or discrimination, employees who make complaints in bad faith or otherwise file false or frivolous charges may be guilty of severe gross misconduct and may be subject to disciplinary action, up to and including termination.
- 2) A false report is a report of sexual harassment made by an accuser using the sexual harassment report to accomplish some end other than stopping sexual harassment or retaliation for reporting sexual harassment. A false report is not a report made in good faith which cannot be proven. Given the seriousness of the consequences for the accused, a false or frivolous report is a severe offense that can itself result in disciplinary action. Any person who intentionally makes a false report alleging a violation of any provision of this policy shall be subject to discipline or discharge pursuant to applicable County policies, employment agreements, procedures, employee handbooks and/or collective bargaining agreements.
- 3) In addition, any person who intentionally makes a false report alleging a violation of any provision of the State Officials and Employees Ethics Act to an ethics commission, an inspector general,



COUNTY BOARD MEETING  
June 14, 2018

the State Police, a State's Attorney, the Attorney General, or any other law enforcement official is guilty of a Class A misdemeanor. An ethics commission may levy an administrative fine of up to \$5,000 against any person who intentionally makes a false, frivolous or bad faith allegation.

- (n) *Discipline/sanctions.* Disciplinary action will be taken against any employee found to have engaged in discrimination, sexual harassment or other forms of harassment prohibited under this policy.
  - a. Violations of the discrimination/harassment policy are subject to disciplinary action, up to and including termination of employment. In some instances, a violation of this policy may also subject the employee to civil and/or criminal penalties, fines and other sanctions.
  - b. Where a hostile work environment has been found to exist, the County will take all reasonable steps to eliminate the conduct creating such an environment.

- (o) *Administrative contacts.*

While Winnebago County will strive to resolve any complaints of harassment or discrimination within the organization, the County acknowledges an employee's right to contact federal and state entities for purposes of discussing and, potentially, filing a formal complaint. Contact information for those state and federal agencies is set forth below:

Illinois Department of Human Rights  
(312) 814-6200 Chicago  
(866) 740-3953 TTY Chicago  
(217) 785-5100 Springfield  
(866) 740-3953 TTY Springfield

Illinois Human Rights Commission  
(312) 814-6269 Chicago  
(312) 814-4760 TTY Chicago  
(217) 785-4350 Springfield  
(217) 557-1500 TTY Springfield

Equal Employment Opportunity Commission  
(800) 669-4000 Chicago  
(312) 869-8001 TTY Chicago  
(844) 234-5122 ASL video

(Ord. No. 88-CO-34, § II(M), 6-23-88; Ord. No. 90-CO-13, 3-22-90; Ord. No. 2012-CO-003, 2-9-12; Ord. No. 2017-CO-057, 5-25-17)

**BE IT FURTHER ORDAINED**, that all ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

**BE IT FURTHER ORDAINED**, that this Ordinance Amendment shall be effective immediately upon passage.

Sponsored by: Gary Jury, Chairman

COUNTY BOARD MEETING  
June 14, 2018

**BE IT FURTHER ORDAINED**, that the Winnebago County Clerk shall place a certified copy of this Ordinance Amendment upon its adoption in the records of office of the Winnebago County Clerk.

Sponsored by: Gary Jury, Chairman

COUNTY BOARD MEETING  
June 14, 2018

Respectfully Submitted,

**OPERATIONS & ADMINISTRATIVE COMMITTEE**

**AGREE**

**DISAGREE**

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

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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 NICOLOSI

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ELI NICOLOSI

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DOROTHY REDD

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

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

Sponsored by: Gary Jury, Chairman

COUNTY BOARD MEETING  
June 14, 2018

ATTESTED BY:

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**TIANA McCALL**

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

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**FRANK HANEY**

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

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

Submitted by: Operations and Administrative Committee

2018 CR

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**AN ORDINANCE AMENDING SECTIONS OF CHAPTER 2, ARTICLE II,  
DIVISION 2 OF THE COUNTY CODE OF ORDINANCES  
(PRESENTATION OF BUDGET AMENDMENTS TO THE FINANCE  
COMMITTEE)**

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**WHEREAS**, Chapter 2 of the County Code of Ordinances, Article II, Division 2, Sec. 2-52, sets forth various criteria for Presentation of budget amendments to the finance committee and;

**WHEREAS**, the County wishes to amend Sections of Chapter 2, of the County Code of Ordinances.

**NOW, THEREFORE, BE IT ORDAINED**, by the County Board of the County of Winnebago, Illinois, that Chapter 2, Article II, Sec. 2-52 of the County Code of Ordinances be amended as follows:

**Sec. 2-52. - Presentation of budget amendments to the finance committee.**

(a) Budget amendments shall be obtained before the procurement/employment processed is commenced.

(b) The process for presenting such a budget amendment shall be as follows:

(1) No later than ten business days prior to the meeting of the finance committee at which the budget amendment shall be considered, the department head/elected official shall submit the proposed budget amendment to the chief financial and budget officer (CFO). The CFO shall review the requested budget amendment and determine the financial impact of the budget amendment for accuracy to identify the source of funding for presentation to the finance committee.

(2) The CFO will then meet with the requesting department head/elected official to discuss potential revisions to the budget amendment (if applicable) and associated information prior to meeting with the finance committee.

(c) Line item transfers between object class level, which is the budgetary level of control over expenditures, may be approved by the county administrator and chief financial officer, provided that the total amount appropriated by the County Board for the respective department (org code).

**BE IT FURTHER ORDAINED**, that all ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

**BE IT FURTHER ORDAINED**, that this Ordinance Amendment shall be effective immediately upon passage.

**BE IT FURTHER ORDAINED**, that the Winnebago County Clerk shall place a certified copy of this Ordinance Amendment upon its adoption in the records of office of the Winnebago County Clerk.

Respectfully Submitted,  
**OPERATIONS & ADMINISTRATIVE COMMITTEE**

**AGREE**

**DISAGREE**

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

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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 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

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

Submitted by: Operations and Administrative Committee

2018 CR

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**AN ORDINANCE CREATING SECTIONS OF CHAPTER 2, ARTICLE III,  
DIVISION 5 (OPERATIONS OFFICER)  
OF THE COUNTY CODE OF ORDINANCES**

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**WHEREAS**, the County wishes to create Division 5, Sections 2-149 through 2-152 of Chapter 2, Article III of the County Code of Ordinances.

**NOW, THEREFORE, BE IT ORDAINED**, by the County Board of the County of Winnebago, Illinois, that Chapter 2, Article III, Division 5 of the County Code of Ordinances be created as follows:

**Sec. 2-149 - Establishment.**

The office of operations officer is hereby established.

**Sec. 2-150 - Qualifications.**

The operations officer shall have, at a minimum, a bachelor's degree from an accredited college or university in public administration, public policy, business administration, political science or related field and five years of progressive experience in a leadership role, with public sector experience preferred. An operations officer who meets the above criteria may be exempted from the residency requirement set forth in section 62-5 of the County Code of Ordinances.

**Sec. 2-151 - Appointment/dismissal.**

The operations officer shall be recommended, and appointed or dismissed, by the county administrator with the approval of the county board chairman.

**Sec. 2-152- Duties.**



**Under the supervision of the County Administrator, the operations officer will perform the following duties:**

- (a) Provide assistance to the County Administrator with a variety of administrative, fiscal, policy, and operational matters; oversees special projects; performs research; prepares reports and presents to the County Board as needed; compiles and analyzes administrative and fiscal data; monitors programs and daily department operations as assigned by the County Administrator.
- (b) Responsible for facilities management and planning for the entire county and oversees the Building Maintenance department;
- (c) Advises the County Administrator on a variety of County issues as assigned; makes recommendations regarding policy changes; researches issues, complaints, and problems; provides recommendations regarding solutions and courses of action; implements determined course of action.
- (d) Provides County Administrator and department heads with technical information, status reports, and policy recommendations related to programs and operations.
- (e) Oversees county departments as assigned by the County Administrator.
- (f) Provides planning, coordination, implementation and administration of assigned programs and special projects; analyzes, researches and monitors performance; implements improvements and prepares reports of findings.
- (g) Assists the County Administrator with developing policy and strategy related to the County's risk management program and self-funded insurance programs; assists in the development and implementation of policies and guidelines to protect the County and its property from loss, damage, liability, and other risks; investigates claims and directly participates in the resolution of claims against the County.
- (h) Communicates and interfaces with a variety of groups and individuals including the department heads, County employees, service providers, state agencies, regulatory agencies, media and the general public to coordinate work activities, resolve problems, and exchange information; represents County Administration at department, committee, external agency or service partner meetings as assigned.
- (i) Support efforts to continually improve business practices and processes to efficiently utilize County-wide resources; articulate changes in organizational and business priorities to staff in ways which encourages action and support.
- (j) Assists the County Administrator with the development, implementation and monitoring of County strategic goals, objectives, and priorities.
- (k) Serves as the Meaningful Access Coordinator for the County, designated to promote equal access and full participation under Title VI Civil Rights and Title II Americans with Disabilities Act (ADA).
- (l) Assists the County Administrator in the development, management and implementation of the capital improvement plan.
- (m) May perform functions of the County Administrator in absence of same.
- (n) Other duties as assigned by the County Administrator.

**BE IT FURTHER ORDAINED**, that all ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

**BE IT FURTHER ORDAINED**, that this Ordinance shall be effective immediately upon passage.

**BE IT FURTHER ORDAINED**, that the Winnebago County Clerk shall place a certified copy of this Ordinance Amendment upon its adoption in the records of office of the Winnebago County Clerk.

Respectfully Submitted,  
**OPERATIONS & ADMINISTRATIVE COMMITTEE**

**AGREE**

**DISAGREE**

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GARY JURY, CHAIRMAN

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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 NICOLOSI

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ELI NICOLOSI

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DOROTHY REDD

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DOROTHY REDD

The above and foregoing Ordinance 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

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

Submitted by: Operations and Administrative Committee

2018 CR

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**AN ORDINANCE CREATING SECTIONS OF CHAPTER 2, ARTICLE III,  
DIVISION 6 (CHIEF STRATEGIC INITIATIVES OFFICER)  
OF THE COUNTY CODE OF ORDINANCES**

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**WHEREAS**, the County wishes to create Division 6, Sections 2-153 through 2-155 of Chapter 2, Article III of the County Code of Ordinances.

**NOW, THEREFORE, BE IT ORDAINED**, by the County Board of the County of Winnebago, Illinois, that Chapter 2, Article III, Division 5 of the County Code of Ordinances be created as follows:

**Sec. 2-153 - Establishment.**

The office of chief strategic initiatives officer is hereby established.

**Sec. 2-154 - Qualifications.**

The chief strategic initiatives officer shall have, at a minimum, a bachelor's degree from an accredited college or university in public administration, business administration, or related field and ten years of progressive experience in a leadership role, with public sector experience preferred. A chief strategic initiatives officer who meets the above criteria may be exempted from the residency requirement set forth in [section 62-5](#) of the County Code of Ordinances.

**Sec. 2-155 - Appointment/dismissal and duties.**

The chief strategic initiatives officer shall be recommended, and appointed or dismissed, by the county administrator with the approval of the county board chairman.

**Under the supervision of the County Administrator, the chief strategic initiatives officer will perform the following duties:**

- (a) Coordinates the Board Office strategic planning and reporting process.
  - (1) Supports the connectivity between strategic and operational planning.
  - (2) Facilitates monitoring reports to publicly demonstrate operational progress toward achieving the strategic priorities.
  - (3) Prepares, with input from Department Heads, quarterly transparency reports that are aligned to the strategic and operational plans.
- (b) Implements internal and external communication strategies to engage with stakeholders to ensure public access to information, as well as to enhance knowledge of and support for the County.
  - (1) Develops and promotes the County's brand as in appearance and perception.
  - (2) Serves as the Administration's Freedom of Information Act Officer (FOIA), responsible for coordinating the Administration's central FOIA record, ensuring timely responses, and providing support for escalated requests as necessary.
  - (3) Serves as the Administration's Public Information Officer as part of the regional Winnebago County Public Information Officer's all-hazards emergency response partners committee; responsible for providing a coordinated and standardized communications response in case of large-scale disaster.
- (c) Maintains a comprehensive policy management process to ensure policy maintenance, stakeholder access, and consistency.
- (d) Collaboratively develops, assesses, and leads strategic initiatives at all levels of the organization to ensure alignment with organizational standards and objectives.
  - (1) Includes special project management as directed by the County Administrator; may be short- or long-term in nature, requiring ongoing collaboration with applicable Department Head.
  - (2) Promotes decision-making to support cultural development, employee engagement, and long-term organizational sustainability.
- (e) Coordinates the County's engagement in legislative affairs directly affecting the County.
  - (1) Monitors and swiftly responds to legislative activity to support or oppose legislation relative to the County's legislative agenda.
  - (2) Works collaboratively with staff and elected officials to articulate the impact of legislative mandates and/or administrative rules on the County.
- (f) Other duties as assigned or required by the County Administrator.

**BE IT FURTHER ORDAINED**, that all ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

**BE IT FURTHER ORDAINED**, that this Ordinance shall be effective immediately upon passage.

**BE IT FURTHER ORDAINED**, that the Winnebago County Clerk shall place a certified copy of this Ordinance Amendment upon its adoption in the records of office of the Winnebago County Clerk.

Respectfully Submitted,  
**OPERATIONS & ADMINISTRATIVE COMMITTEE**

**AGREE**

**DISAGREE**

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

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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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JOE HOFFMAN

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JOE HOFFMAN

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KEITH McDONALD

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ELI NICOLOSI

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ELI NICOLOSI

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DOROTHY REDD

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DOROTHY REDD

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

Sponsored by: Gary Jury, Chairman

COUNTY BOARD MEETING

June 14, 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

# **PUBLIC WORKS COMMITTEE**



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

**18-CR**

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

**RESOLUTION DETERMINING THE GENERAL PREVAILING RATE OF HOURLY  
WAGES IN THE COUNTY OF WINNEBAGO, ILLINOIS**

**WHEREAS** the State of Illinois has enacted “An ACT regulating wages of laborers, mechanics and other workers employed in any public works by the State, County, City or any public body or any political subdivision or by anyone under contract for public works”, approved June 26, 1941, as amended, being Chapter 820 ILCS 130/0.01 *et seq.*, Illinois Compiled Statutes; and

**WHEREAS** the aforesaid Act requires that the County of Winnebago investigate and ascertain the prevailing rate of wages as defined in said Act for laborers, mechanics and other workers in the locality of said County employed in performing construction of public works for said County.

**NOW THEREFORE BE IT RESOLVED** by the County Board of the County of Winnebago, Illinois, that to the extent and as required by “An Act regulating wages of laborers, mechanics and other workers employed in any public works by the State, County, City or any public body or any political subdivision or by anyone under contract for public works” approved June 26, 1941, as amended, the general prevailing rate of wages in this locality for laborers, mechanics and other workers engaged in the construction of public works coming under the jurisdiction of this County is hereby ascertained to be the same as the prevailing rate of wages for construction work in the County of Winnebago as determined by the Department of Labor of the State of Illinois as of June 2018, a copy of that determination being attached hereto as Exhibit “A” and incorporated herein by reference. The definition of any terms appearing in this Resolution which are also used in the aforesaid Act shall be the same as in said Act.

**BE IT FURTHER RESOLVED** that nothing herein shall be construed to apply said general prevailing rate of wages as herein ascertained to any work or employment except public works of this County to the extent required by the aforesaid Act.

**BE IT FURTHER RESOLVED** that the County Clerk and the County Engineer shall publicly post or keep available for inspection by any interested party in the main offices of this County this determination of such prevailing rate of wage.

**BE IT FURTHER RESOLVED** that the County Clerk shall mail a copy of this determination to any employer, and to any association of employers and to any person or association of employees who have filed, or file their names and addresses, requesting copies of any determination stating the particular rates and the particular class of workers whose wages will be affected by such rates.

**BE IT FURTHER RESOLVED** that the Clerk of the County of Winnebago shall promptly file a certified copy of this Resolution with both the Secretary of State Index Division and the Department of Labor of the State of Illinois.

**BE IT FURTHER RESOLVED** that the Clerk of the County of Winnebago shall cause a notice to be published in a newspaper of general circulation within the area that the determination of prevailing wages has been made. Said notice shall conform substantially to the notice attached hereto. Such publication shall constitute notice that this is the determination of the County of Winnebago and is effective.

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

**BE IT FURTHER RESOLVED** that the Clerk of the County Board is hereby directed to prepare and deliver certified copies of this Resolution to the Winnebago County Director of Purchasing and Risk Management and Engineer.

**Respectfully submitted,  
PUBLIC WORKS COMMITTEE**

**AGREE**

**DISAGREE**

\_\_\_\_\_  
Dave Kelley, Chairman

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Dave Kelley, Chairman

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David Boomer

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David Boomer

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Burt Gerl

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Burt Gerl

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Dave Tassoni

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Dave Tassoni

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Jim Webster

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Jim Webster

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

ATTEST:

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

**LEGAL NOTICE  
NOTICE OF  
RESOLUTION NO: 18-015  
PREVAILING WAGE RATES**

**TAKE NOTICE** that the County Board of the County of Winnebago pursuant to “An Act regulating wages of laborers, mechanics and other workers employed in any public works by the State, county, city or any public body or any political subdivision or by anyone under contract for public works,” approved June 1941 , as amended, has determined on, and as effective from June 1, 2018, that the general prevailing rate of wages in this locality for laborers, mechanics, and other workers engaged in the construction of public works coming under the jurisdiction of the County of Winnebago is the same as determined by the Department of Labor of the State of Illinois for County of Winnebago as of June 15, 2018. A copy of the full Resolution and the Department of Labor determination is available for inspection by any interested party in the office of the Winnebago County Clerk located at the County Administration Building, 404 Elm Street, Rockford, Illinois, and to any employer; association of employers and any person of employee or association of employees who have filed, or file their names and addresses, requesting copies of the same.

Tiana McCall, County Clerk  
County of Winnebago  
404 Elm Street  
Rockford, Illinois 61101

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

**Prevailing Wage rates for  
Winnebago County  
effective Sept. 1, 2017**

Trade Title	Region	Type	Class	Base Wage	Fore- man Wage	M-F OT	OSA	OSH	H/W	Pension	Vacation	Training
ASBESTOS ABT-GEN	ALL	BLD		37.75	38.75	1.5	1.5	2	8.52	17.79	0.00	0.80
ASBESTOS ABT-MEC	ALL	BLD		18.95	0.00	1.5	1.5	2	2.70	3.35	0.00	0.00
BOILERMAKER	ALL	BLD		48.49	52.86	2	2	2	6.97	19.61	0.00	0.90
BRICK MASON	ALL	BLD		39.42	42.17	1.5	1.5	2	10.10	12.02	0.00	0.89
CARPENTER	ALL	BLD		39.40	43.73	1.5	1.5	2	10.39	13.90	0.00	0.60
CARPENTER	ALL	HWY		43.74	45.49	1.5	1.5	2	10.65	14.00	0.00	0.49
CEMENT MASON	ALL	ALL		36.99	39.74	1.5	1.5	2	10.85	15.49	0.00	0.50
CERAMIC TILE FNSHER	ALL	BLD		33.88	33.88	1.5	1.5	2	9.40	5.86	0.00	0.75
COMMUNICATION TECH	ALL	BLD		39.00	42.90	1.5	1.5	2	12.84	13.67	0.00	0.78
ELECTRIC PWR EQMT OP	ALL	ALL		37.89	51.48	1.5	1.5	2	5.00	11.75	0.00	0.38
ELECTRIC PWR EQMT OP	ALL	HWY		41.45	56.38	1.5	1.5	2	5.50	12.87	0.00	0.73
ELECTRIC PWR GRNDMAN	ALL	ALL		29.30	51.48	1.5	1.5	2	5.00	9.09	0.00	0.29
ELECTRIC PWR GRNDMAN	ALL	HWY		32.00	56.38	1.5	1.5	2	5.50	9.92	0.00	0.66
ELECTRIC PWR LINEMAN	ALL	ALL		45.36	51.48	1.5	1.5	2	5.00	14.06	0.00	0.45
ELECTRIC PWR LINEMAN	ALL	HWY		49.67	56.38	1.5	1.5	2	5.50	15.40	0.00	0.88
ELECTRIC PWR TRK DRV	ALL	ALL		30.34	51.48	1.5	1.5	2	5.00	9.40	0.00	0.30
ELECTRIC PWR TRK DRV	ALL	HWY		33.14	56.38	1.5	1.5	2	5.50	10.29	0.00	0.59
ELECTRICIAN	ALL	BLD		45.50	50.05	1.5	1.5	2	12.84	18.73	0.00	0.91
ELEVATOR CONSTRUCTOR	ALL	BLD		46.83	52.68	2	2	2	13.57	14.51	3.77	0.60
GLAZIER	ALL	BLD		39.53	39.53	1.5	1.5	1.5	10.55	8.20	0.00	1.25
HT/FROST INSULATOR	ALL	BLD		33.83	36.87	1.5	1.5	2	9.10	20.67	0.00	0.48
IRON WORKER	ALL	ALL		38.33	44.08	2	2	2	12.27	24.57	0.00	0.60
LABORER	ALL	BLD		32.84	33.84	1.5	1.5	2	8.52	17.79	0.00	0.80
LABORER	ALL	HWY		35.00	35.75	1.5	1.5	2	8.52	20.73	0.00	0.80
LABORER, SKILLED	ALL	HWY		37.75	38.50	1.5	1.5	2	8.52	20.73	0.00	0.80

LATHER	ALL	BLD		39.40	43.73	1.5	1.5	2	10.39	13.90	0.00	0.60
MACHINIST	ALL	BLD		47.56	50.06	1.5	1.5	2	7.05	8.95	1.85	1.47
MARBLE FINISHERS	ALL	BLD		33.88		1.5	1.5	2	9.40	5.86	0.00	0.75
MARBLE MASON	ALL	BLD		36.71	36.96	1.5	1.5	2	9.40	8.02	0.00	0.80
MATERIAL TESTER I	ALL	ALL		33.56	0.00	1.5	1.5	2	8.24	16.39	0.00	0.80
MATERIALS TESTER II	ALL	ALL		33.56	0.00	1.5	1.5	2	8.24	16.39	0.00	0.80
MILLWRIGHT	ALL	BLD		38.52	42.37	1.5	1.5	2	9.40	15.00	0.00	0.60
OPERATING ENGINEER	ALL	BLD	1	45.80	49.80	2	2	2	18.80	13.45	2.35	1.30
OPERATING ENGINEER	ALL	BLD	2	45.10	49.80	2	2	2	18.80	13.45	2.35	1.30
OPERATING ENGINEER	ALL	BLD	3	42.65	49.80	2	2	2	18.80	13.45	2.35	1.30
OPERATING ENGINEER	ALL	BLD	4	40.65	49.80	2	2	2	18.80	13.45	2.35	1.30
OPERATING ENGINEER	ALL	BLD	5	49.55	49.80	2	2	2	18.80	13.45	2.35	1.30
OPERATING ENGINEER	ALL	BLD	6	48.80	49.80	2	2	2	18.80	13.45	2.35	1.30
OPERATING ENGINEER	ALL	BLD	7	45.80	49.80	2	2	2	18.80	13.45	2.35	1.30
OPERATING ENGINEER	ALL	HWY	1	45.65	49.65	1.5	1.5	2	18.80	13.45	2.35	1.30
OPERATING ENGINEER	ALL	HWY	2	45.10	49.65	1.5	1.5	2	18.80	13.45	2.35	1.30
OPERATING ENGINEER	ALL	HWY	3	43.80	49.65	1.5	1.5	2	18.80	13.45	2.35	1.30
OPERATING ENGINEER	ALL	HWY	4	42.35	49.65	1.5	1.5	2	18.80	13.45	2.35	1.30
OPERATING ENGINEER	ALL	HWY	5	40.90	49.65	1.5	1.5	2	18.80	13.45	2.35	1.30
OPERATING ENGINEER	ALL	HWY	6	48.65	49.65	1.5	1.5	2	18.80	13.45	2.35	1.30
OPERATING ENGINEER	ALL	HWY	7	46.65	49.65	1.5	1.5	2	18.80	13.45	2.35	1.30
PAINTER	ALL	ALL		38.55	40.55	1.5	1.5	1.5	10.30	8.46	0.00	1.35
PILEDRIIVER	ALL	BLD		39.94	44.33	1.5	1.5	2	9.75	13.05	0.00	0.60
PILEDRIIVER	ALL	HWY		43.74	45.49	1.5	1.5	2	10.65	14.00	0.00	0.49
PIPEFITTER	ALL	BLD		47.30	50.61	1.5	1.5	2	8.79	11.94	0.00	1.45
PLASTERER	ALL	BLD		34.78	38.26	1.5	1.5	2	10.85	15.84	0.00	0.50
PLUMBER	ALL	BLD		47.30	50.61	1.5	1.5	2	8.79	11.94	0.00	1.45
ROOFER	ALL	BLD		42.30	45.30	1.5	1.5	2	9.08	12.14	0.00	0.58
SHEETMETAL WORKER	ALL	BLD		41.24	44.54	1.5	1.5	2	6.90	18.36	0.00	0.39
SPRINKLER FITTER	ALL	BLD		37.12	39.87	1.5	1.5	2	8.42	8.50	0.00	0.35
STONE MASON	ALL	BLD		39.42	42.17	1.5	1.5	2	10.10	12.02	0.00	0.89

TERRAZZO FINISHER	ALL	BLD		33.88		1.5	1.5	2	9.40	5.86	0.00	0.75
TERRAZZO MASON	ALL	BLD		36.71	36.96	1.5	1.5	2	9.40	8.02	0.00	0.80
TILE LAYER	ALL	BLD		39.40	43.73	1.5	1.5	2	10.39	13.90	0.00	0.60
TILE MASON	ALL	BLD		36.71	36.96	1.5	1.5	2	9.40	8.02	0.00	0.80
TRUCK DRIVER	ALL	ALL	1	35.02	0.00	1.5	1.5	2	8.60	8.60	0.00	0.20
TRUCK DRIVER	ALL	ALL	2	35.17	0.00	1.5	1.5	2	8.60	8.60	0.00	0.20
TRUCK DRIVER	ALL	ALL	3	35.37	0.00	1.5	1.5	2	8.60	8.60	0.00	0.20
TRUCK DRIVER	ALL	ALL	4	35.48	0.00	1.5	1.5	2	8.60	8.60	0.00	0.20
TUCKPOINTER	ALL	BLD		39.42	42.17	1.5	1.5	2	10.10	12.02	0.00	0.89

### **Legend**

**M-F OT** Unless otherwise noted, OT pay is required for any hour greater than 8 worked each day, Mon through Fri. The number listed is the multiple of the base wage.

**OSA** Overtime pay required for every hour worked on Saturdays

**OSH** Overtime pay required for every hour worked on Sundays and Holidays

**H/W** Health/Welfare benefit

### **Explanations WINNEBAGO COUNTY**

The following list is considered as those days for which holiday rates of wages for work performed apply: New Years Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day and Veterans Day in some classifications/counties. Generally, any of these holidays which fall on a Sunday is celebrated on the following Monday. This then makes work performed on that Monday payable at the appropriate overtime rate for holiday pay. Common practice in a given local may alter certain days of celebration. If in doubt, please check with IDOL.

### **EXPLANATION OF CLASSES**

**ASBESTOS - GENERAL** - removal of asbestos material/mold and hazardous materials from any place in a building, including mechanical systems where those mechanical systems are to be removed. This includes the removal of asbestos materials/mold and hazardous materials from ductwork or pipes in a building when the building is to be demolished at the time or at some close future date. **ASBESTOS - MECHANICAL** - removal of asbestos material from mechanical systems, such as pipes, ducts, and boilers, where the mechanical systems are to remain.

#### CERAMIC TILE FINISHER, MARBLE FINISHER, TERRAZZO FINISHER

Assisting, helping or supporting the tile, marble and terrazzo mechanic by performing their historic and traditional work assignments required to complete the proper installation of the work covered by said crafts. The term "Ceramic" is used for naming the classification only and is in no way a limitation of the product handled. Ceramic takes into consideration most hard tiles.

#### COMMUNICATIONS TECHNICIAN

Installing, manufacturing, assembling and maintaining sound and intercom, protection alarm (security), fire alarm, master antenna television, closed circuit television, low voltage control for computers and/or door monitoring, school communications systems, telephones and servicing of nurse and emergency calls, and the installation and maintenance of transmit and receive antennas, transmitters, receivers, and associated apparatus which operates in conjunction with above systems. All work associated with these system installations will be included EXCEPT the installation of protective metallic conduit in new construction projects (excluding less than ten-foot, runs strictly for protection of cable) and 120 volt AC (or higher) power wiring and associated hardware.

#### LABORER, SKILLED - HIGHWAY

Individuals engaged in the following types of work, irrespective of the site of the work: asbestos abatement worker, handling of any materials with any foreign matter harmful to skin or clothing, track laborer, cement handlers, chloride handlers, the unloading and loading with steel workers and re-bars, concrete workers wet, tunnel helpers in free air, batch dumpers, mason tenders, kettle and tar men, tank cleaners, plastic installers, scaffold workers, motorized buggies or motorized unit used for wet concrete or handling of building materials, laborers with de-watering systems, sewer workers plus depth, rod and chainmen with technical engineers, rod and chainmen with land surveyors, rod and chainmen with surveyors, vibrator operators, cement silica, clay, fly ash, lime and plasters, handlers (bulk or bag), cofferdam workers plus depth, on concrete paving, placing, cutting and tying of reinforcing, deck hand, dredge hand, and shore laborers, bankmen on floating plant, grade checker, power tools, front end man on chip spreaders, cession workers plus depth, gunnite nozzle men, lead man on sewer work, welders, cutters, burners and torchmen, chainsaw operators, jackhammer and drill operators, layout man and/or drainage tile layer, steel form setter - street and highway, air tamping hammermen, signal man on crane, concrete saw operator, screedman on asphalt pavers, laborers tending masons with hot material or where foreign materials are used, mortar mixer operators, multiple concrete duct - leadsman, lumen, asphalt raker, curb asphalt machine operator, ready mix scalemen (permanent, portable or temporary plant), laborers handling masterplate or similar materials, laser beam operator, concrete burning machine operator, coring machine operator, plaster tender, underpinning and shoring of buildings, pump men, manhole and catch basin, dirt and stone tamper, hose men on concrete pumps, hazardous waste worker, lead base paint



abatement worker, lining of pipe, refusing machine, assisting on direct boring machine, the work of lay-ing watermain, fire hydrants, all mechanical joints to watermain work, sewer worker, and tapping water service and forced lift station mechanical worker.

MATERIAL TESTER I: Hand coring and drilling for testing of materials; field inspection of uncured concrete and asphalt.

MATERIAL TESTER II: Field inspection of welds, structural steel, fireproofing, masonry, soil, facade, reinforcing steel, formwork, cured concrete, and concrete and asphalt batch plants; adjusting proportions of bituminous mixtures.

#### OPERATING ENGINEERS - BUILDING

Class 1. Asphalt Plant; Asphalt Spreader; Autograde; Backhoes with Caisson Attachment; Batch Plant; Benoto (requires Two Engineers); Boiler and Throttle Valve; Caisson Rigs; Central Redi-Mix Plant; Combination Back Hoe Front End-loader Machine; Compressor and Throttle Valve; Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Paver (over 27E cu. ft.): Concrete Paver (27 cu. ft. and under); Concrete Placer; Concrete Pump (Truck Mounted); Concrete Conveyor (Truck Mounted); Concrete Tower; Cranes, All; GCI and similar types (required two operators only); Cranes, Hammerhead; Creter Crane; Crusher, Stone, etc.; Derricks, All; Derricks, Traveling; Formless Curb and Gutter Machine; Grader, Elevating; Grouting Machines; Highlift Shovels or Front Endloader 2-1/4 yd. and over; Hoists, Elevators, outside type rack and pinion and similar machines; Hoists, one, two and three Drum; Hoists, Two Tugger One Floor; Hydraulic Backhoes; Hydraulic Boom Trucks; Hydro Vac (and similar equipment - excluding hose work and any sewer work); Locomotives, All; Lubrication Technician; Manipulators; Motor Patrol; Pile Drivers and Skid Rig; Post Hole Digger; Pre-Stress Machine; Pump Cretes Dual Ram; Pump Cretes: Squeeze Cretes - Screw Type Pumps, Gypsum Bulker and Pump; Raised and Blind Hole Drill; Rock Drill (self-propelled); Rock Drill - Truck Mounted; Roto Mill Grinder; Scoops - Tractor Drawn; Slipform Paver; Scrapers Prime Movers; Straddle Buggies; Tie Back Machine; Tractor with Boom and Side Boom; Trenching Machines.

Class 2. Bobcat (over 3/4 cu. yd.); Boilers; Brick Forklift; Broom, All Power Propelled; Bulldozers; Concrete Mixer (Two Bag and Over); Conveyor, Portable; Forklift Trucks; Highlift Shovels or Front Endloaders under 2-1/4 yd.; Hoists, Automatic; Hoists, Sewer Dragging Machine; Hoists, Tugger Single Drum; Laser Screed; Rollers, All; Steam Generators; Tractors, All; Tractor Drawn Vibratory Roller; Winch Trucks with "A" Frame.

Class 3. Air Compressor; Asphalt Spreader; Combination - Small Equipment Operator; Generators; Heaters, Mechanical; Hoists, Inside Elevators - (Rheostat Manual Controlled); Hydraulic Power Units (Pile Driving, Extracting, or Drilling - with a seat); Lowboys; Pumps, Over 3" (1 to 3 not to exceed total of 300 ft.); Pumps, Well Points; Welding Machines (2 through 5); Winches, 4 Small Electric Drill Winches; Bobcat (up to and including 3/4 cu. yd.).

Class 4. Elevator push button with automatic doors; Hoists, Inside; Oilers; Brick Forklift.

Class 5. Assistant Craft Foreman

Class 6. Mechanics; Welders.

Class 7. Gradall

#### OPERATING ENGINEERS - HIGHWAY CONSTRUCTION

Class 1. Asphalt Plant; Asphalt Heater and Planer Combination; Asphalt Heater Scarfire; Asphalt Silo Tender; Asphalt Spreader; Autograder; ABG Paver; Backhoes with Caisson Attachment; Ballast Regulator; Belt Loader; Caisson Rigs; Car Dumper; Central Redi-Mix Plant; Backhoe w/shear attachments; Combination Backhoe Front Endloader Machine, (1 cu. yd. Backhoe Bucket or over or with attachments); Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Paver over 27E cu. ft.; Concrete Placer; Concrete Tube Float; Cranes, all attachments; Cranes, Tower of all types; Creter Crane; Crusher, Stone, etc.; Derricks, All; Derrick Boats; Derricks, Traveling; Directional Boring Machine over 12"; Dredges; Formless Curb and Gutter Machine; Grader, Elevating; Grader, Motor Grader, Motor Patrol, Auto Patrol, Form Grader, Pull Grader, Subgrader; Guard Rail Post Driver Mounted; Hoists, One, Two and Three Drum; Hydraulic Backhoes; Hydro Vac, Self Propelled, Truck Mounted (excluding hose work and any sewer work); Lubrication Technician; Manipulators; Pile Drivers and Skid Rig; Pre-Stress Machine; Pump Cretes Dual Ram; Rock Drill - Crawler or Skid Rig; Rock Drill - Truck Mounted; Rock/Track Tamper; Roto Mill Grinder; Slip-Form Paver; Snow Melters; Soil Test Drill Rig (Truck Mounted); Straddle Buggies; GCI Crane; Hydraulic Telescoping Form (Tunnel); Tie Back Machine; Tractor Drawn Belt Loader; Tractor Drawn Belt Loader with attached pusher; Tractor with Boom; Tractaire with Attachments; Traffic Barrier Conveyor Machine; Raised or Blind Hole Drills; Trenching Machine (over 12"); Truck Mounted Concrete Pump with Boom; Truck Mounted Concrete Conveyor; Work Boat (no license required - 90 h.p. or above); Underground Boring and/or Mining Machines; Wheel Excavator; Widener (APSCO).

Class 2. Batch Plant; Bituminous Mixer; Boiler and Throttle Valve; Bulldozers; Car Loader Trailing Conveyors; Combination Backhoe Front Endloader Machine (less than 1 cu. yd. Backhoe Bucket or over or with attachments); Compressor and Throttle Valve; Compressor, Common Receiver (3); Concrete Breaker or Hydro Hammer; Concrete Grinding Machine; Concrete Mixer or Paver 7S Series to and including 27 cu. ft.; Concrete Spreader; Concrete Curing Machine, Burlap Machine, Belting Machine and Sealing Machine; Concrete Wheel Saw (large self-propelled - excluding walk-behinds and hand-held); Conveyor Muck Cars (Haglund or Similar Type); Drills, all; Finishing Machine - Concrete; Highlift Shovels or Front Endloader; Hoist - Sewer Dragging Machine; Hydraulic Boom Trucks (All Attachments); Hydro Blaster; All Locomotives, Dinky; Off-Road Hauling Units; Non-Self Loading Dump; Ejection Dump; Pump Cretes: Squeeze Cretes - Screw Type Pumps, Gypsum Bulker and Pump; Roller, Asphalt; Rotary Snow Plows; Rototiller, Seaman, etc., self-propelled; Scoops - Tractor Drawn; Self-Propelled Compactor; Spreader - Chip - Stone, etc.; Scraper; Scraper - Prime Mover in Tandem (Regardless of Size); Tank Car Heater; Tractors, Push, Pulling Sheeps Foot, Disc, Compactor, etc.; Tug Boats.

Class 3. Boilers; Brooms, All Power Propelled; Cement Supply Tender; Compressor, Common Receiver (2); Concrete Mixer (Two Bag and Over); Conveyor, Portable; Farm-Type Tractors Used for Mowing, Seeding, etc.; Fireman on Boilers; Forklift Trucks; Grouting Machine; Hoists, Automatic; Hoists, All Elevators; Hoists, Tugger Single Drum; Jeep Diggers; Low Boys; Pipe Jacking Machines; Post-Hole Digger; Power Saw, Concrete Power Driven; Pug Mills; Rollers, other than asphalt; Seed and Straw Blower; Steam Generators; Stump Machine; Winch Trucks with "A" Frame; Work Boats; Tamper - Form - Motor Driven.

Class 4. Air Compressor - Small and Large; Asphalt Spreader, Backend Man; Bobcat (Skid Steer) all; Brick Forklift; Combination - Small Equipment Operator; Directional Boring Machine up to 12"; Generators; Heaters, Mechanical; Hydraulic Power Unit (Pile Driving, Extracting, or Drilling); Hydro-Blaster; Light Plants, All (1 through 5); Pumps, over 3" (1 to 3 not to exceed a total of 300 ft.); Pumps, Well Points; Tractaire; Trencher 12" and under; Welding Machines (2 through 5); Winches, 4 Small Electric Drill Winches.

Class 5. Oilers and Directional Boring Machine Locator.

Class 6. Field Mechanics and Field Welders

Class 7. Gradall and machines of like nature.

TRUCK DRIVER - BUILDING, HEAVY AND HIGHWAY CONSTRUCTION Class 1. Two or three Axle Trucks. A-frame Truck when used for transportation purposes; Air Compressors and Welding Machines, including those pulled by cars, pick-up trucks and tractors; Ambulances; Batch Gate Lockers; Batch Hopperman; Car and Truck Washers; Carry-alls; Fork Lifts and Hoisters; Helpers; Mechanics Helpers and Greasers; Oil Distributors 2-man operation; Pavement Breakers; Pole Trailer, up to 40 feet; Power Mower Tractors; Self-propelled Chip Spreader; Skipman; Slurry Trucks, 2-man operation; Slurry Truck Conveyor Operation, 2 or 3 man; TTeamsters Unskilled dumpman; and Truck Drivers hauling warning lights, barricades, and portable toilets on the job site.

Class 2. Four axle trucks; Dump Crets and Adgetors under 7 yards; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or Turnatrailers when pulling other than self-loading equipment or similar equipment under 16 cubic yards; Mixer Trucks under 7 yards; Ready-mix Plant Hopper Operator, and Winch Trucks, 2 Axles.

Class 3. Five axle trucks; Dump Crets and Adgetors 7 yards and over; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnatrailers or turnapulls when pulling other than self-loading equipment or similar equipment over 16 cubic yards; Explosives and/or Fission Material Trucks; Mixer Trucks 7 yards or over; Mobile Cranes while in transit; Oil Distributors, 1-man operation; Pole Trailer, over 40 feet; Pole and Expandable

Trailers hauling material over 50 feet long; Slurry trucks, 1-man operation; Winch trucks, 3 axles or more; Mechanic--Truck Welder and Truck Painter.

Class 4. Six axle trucks; Dual-purpose vehicles, such as mounted crane trucks with hoist and accessories; Foreman; Master Mechanic; Self-loading equipment like P.B. and trucks with scoops on the front.

#### Other Classifications of Work:

For definitions of classifications not otherwise set out, the Department generally has on file such definitions which are available. If a task to be performed is not subject to one of the classifications of pay set out, the Department will upon being contacted state which neighboring county has such a classification and provide such rate, such rate being deemed to exist by reference in this document. If no neighboring county rate applies to the task, the Department shall undertake a special determination, such special determination being then deemed to have existed under this determination. If a project requires these, or any classification not listed, please contact IDOL at 217-782-1710 for wage rates or clarifications.

#### LANDSCAPING

Landscaping work falls under the existing classifications for laborer, operating engineer and truck driver. The work performed by landscape plantsman and landscape laborer is covered by the existing classification of laborer. The work performed by landscape operators (regardless of equipment used or its size) is covered by the classifications of operating engineer. The work performed by landscape truck drivers (regardless of size of truck driven) is covered by the classifications of truck driver.

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

**18-CR-**

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

**RESOLUTION AUTHORIZING AN AGREEMENT FOR THE ACCEPTANCE OF  
PROPERTY TRANSFER FROM THE STATE OF ILLINOIS OF RIGHT OF WAY  
ON COUNTY HIGHWAY 11 (PERRYVILLE ROAD)  
BETWEEN HARRISON AVENUE AND GUILFORD ROAD**

**WHEREAS**, the Illinois Department of Transportation (IDOT) seeks to transfer excess property (the Property) inside the limits of Winnebago County to Winnebago County (County); and

**WHEREAS**, the Property consists of thirty-nine (39) parcels totaling 71.850 acres, along County Highway 11 (Perryville Road) from Station 5+00 (Harrison Avenue) north to Station 179+26.27 (Guilford Road); and

**WHEREAS**, IDOT requires a resolution adopted by the County Board to confirm that the County intends to accept the transfer of the Property without compensation; and

**WHEREAS**, a Letter of Intent, dated May 17, 2018, confirming the County's willingness to accept the transfer of the Property, and the conditions and restrictions of the transfer, is attached hereto as EXHIBIT B-Addendum No. 4 of a Local Agency State Agreement for Jurisdictional Transfer and is made a part hereof; and

**WHEREAS**, it is in the public interest to enter into the attached Local Agency State Agreement for Jurisdictional Transfer for Winnebago County to accept the transfer of the Property.

**NOW THEREFORE BE IT RESOLVED**, by the County Board of the County of Winnebago, Illinois that the Chairman of the County Board is hereby authorized to execute on behalf of the County of Winnebago a Local Agency State Agreement for Jurisdictional Transfer in substantially the form as attached hereto; and

**BE IT FURTHER RESOLVED**, as follows:

- 1) That the County hereby accepts the transfer of the Property from IDOT, without compensation, subject to the conditions and restrictions contained in the Letter of Intent; and
- 2) That said Property consists of the Parcels described on the Attached EXHIBIT A-Addendum No. 3-Excess Right of Way Plat Sheets No. 1 thru No. 8; and

- 3) That the County Board of Winnebago County hereby authorizes the County Engineer, Joe Vanderwerff, P.E. to execute the Letter of Intent and take all steps necessary to complete the transfer of the Property to the County.

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

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

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

**Respectfully submitted,  
PUBLIC WORKS COMMITTEE**

**AGREE**

\_\_\_\_\_  
Dave Kelley, Chairman

\_\_\_\_\_  
Burt Gerl

\_\_\_\_\_  
Dave Boomer

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

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

**DISAGREE**

\_\_\_\_\_  
Dave Kelley, Chairman

\_\_\_\_\_  
Burt Gerl

\_\_\_\_\_  
Dave Boomer

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

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

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

ATTEST:

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



## Local Agency State Agreement for Jurisdictional Transfer

Local Agency		Type of Systems Transfer	
Municipality:		<b>Type 1</b>	<b>Type 2</b>
Township/Road District:		<b>From:</b> State Highway System	<b>From:</b> Local Highway System
County:	Winnebago	<b>To:</b> Local Highway System	<b>To:</b> State Highway System
Section Number	N/A	Indicate Type of Systems Transfer :Type 1	

The above local agency, hereinafter referred to as "LA", and the State of Illinois, acting by and through its Department of Transportation, agree, to transfer the jurisdiction of the designated location in the manner indicated above under **Type of Systems Transfer**.

### Location Description

Name Perryville Road Route CH 11 Length 17,426.17 feet  
Termini From Sta. 5+00 to Sta.179+26.17 excess right of way parcels, as shown on attached EXHIBIT A-Addendum No.3  
Excess Right of Way Plats, in its entirety.

This transfer ☐ does ☒ does not include Structure No. \_\_\_\_\_

The transfer ☒ does ☐ does not include a transfer to land rights (4-508). If it does, attach letter of intent approved by the Department.

WHEREAS, the authority to enter into this contract is granted the STATE by Section 4-409 of the Illinois Highway Code and the authority to make changes in the State Highway System is granted the State under Section 2-101 of the Illinois Highway Code.

### Include for Municipalities Only

WHEREAS, the authority to make changes to the Municipal Street System is granted to the Municipality by Section 7-101 of the Illinois Highway Code.

NOW THEREFORE IT IS AGREED that the corporate authority of said municipality will pass an ordinance providing for the transfer of the above location and shall attach hereto and make a part hereof a copy of a location map as Addendum No. 1 and a copy of the ordinance as Addendum No. 2, and

### Include for Counties Only

WHEREAS, the authority to make changes to the County Highway System is granted to the County by Section 5-105 of the Illinois Highway Code.

NOW THEREFORE IT IS AGREED that the County Board of said County will pass a resolution providing for the transfer of the above location and shall attach hereto and make a part hereof a copy of a location map as Addendum No. 1 and a copy of the resolution as Addendum No. 2, and

### Include for Township/Road Districts Only

WHEREAS, the authority to make changes to the Township/Road District System is granted to the Highway Commissioner under Section 6-201.3 of the Illinois Highway Code and said Highway Commissioner shall attach hereto and make a part hereof a copy of a location map as Addendum No. 1, and

IT IS MUTUALLY AGREED, that this jurisdictional transfer will become effective 21 calendar days after (check one)

☐ Execution of Agreement ☐ Acceptance by the State  
☒ Approval of Land Conveyance ☐ Final Inspection by the State (Type )

### Supplements

Additional information and/or stipulations, if any, are hereby attached and identified below as being a part of this agreement

Supplement EXHIBIT A-Addendum No. 3-Excess Right of Way Plats, EXHIBIT B-Addendum No. 4- Letter of Intent  
(Insert supplement numbers of letters and page numbers, if applicable.)

APPROVED

APPROVED

STATE OF ILLINOIS  
DEPARTMENT OF TRANSPORTATION

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

By \_\_\_\_\_

Director, Office of Planning and Programming

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

Date \_\_\_\_\_

Chairman County Board/Mayor/Village President/etc.

Signature \_\_\_\_\_





# Illinois Department of Transportation

Office of Highways Project Implementation / Region 2 / District 2  
819 Depot Avenue / Dixon, Illinois 61021-3500

PROJECT IMPLEMENTATION  
LOCAL ROADS & STREETS  
County Highway 11  
Perryville Road  
Winnebago County  
Job No. R-92-001-72

June 11, 2018

Mr. Joe Vanderwerff, P.E.  
Winnebago County Engineer  
424 N. Springfield Avenue  
Rockford, Illinois 61101

## LETTER OF INTENT

Dear Mr. Vanderwerff:

This letter will document the intent of Winnebago County and the People of the State of Illinois, Department of Transportation to enter into a binding agreement to transfer the Department's rights to property along County Highway 11 (Perryville Road) from Station 5+00 to Station 179+26.17 hereinafter described.

See attached Exhibit A - Addendum No. 3, Excess Right of Way Plats, for parcel descriptions.

The Department will prepare the conveyance documents in accordance with 605 ILCS 5/4-508d and have them recorded in the Winnebago County Recorder's office.

To document Winnebago County's acceptance of the property transfer, we ask that the Winnebago County Board, by the attached resolution, Addendum No. 2, authorize you to sign this Letter of Intent, Exhibit B - Addendum No. 4.

**EXHIBIT B**  
**Addendum No. 4**  
**Sheet 1 of 3**

Joe Vanderwerff, P.E.  
Winnebago County Engineer  
Page Two  
June 11, 2018

Please return the copy of this Letter of Intent with your original signature, as well as an executed copy of the County Board Resolution, in the enclosed, self-addressed stamped envelope, along with an executed copy of the enclosed BLR Form 05211, **Local Agency State Agreement for Jurisdictional Transfer**.

If you have any questions, please contact me at 815/284-5381.

Sincerely,

Kevin Marchek, P.E.  
Region Two Engineer



By: Anthony M. Baratta, P.E.  
District Local Roads Engineer

TB05-16-18-1  
Enclosures

Please indicate the appropriate response by placing a check in the box adjacent to one of the alternatives listed below:

- ☐ Winnebago County has reviewed the terms outlined in this Letter of Intent and requests the Department to proceed with the necessary work to transfer the property from the Department to Winnebago County.
- ☐ Winnebago County does NOT accept the terms outlined in this Letter of Intent and instructs the Department to take no further action.

---

Winnebago County Engineer

---

Date

# CITY OF ROCKFORD

ADDENDUM No. 1  
LOCATION MAP  
Winnebago County  
Job No. R-92-001-72  
Perryville Road Excess R.O.W. Parcels  
Sta. 5+00 to Sta. 179+26.17

Guilford Rd

Perryville Rd

Harrison Ave

0 0.175 0.35 0.7 1.05 1.4 Miles

**Perryville Road**  
**Excess Right of Way Parcels**  
**Sta. 5+00 to Sta. 179+26.17**

**PLAT SHEET No. 1**

1. Parcel 2XWI058- Tract 1 (2.211 acres.)
2. Parcel 2XWI058-Tract 2 (2.074 acres)

**PLAT SHEET No. 2**

3. Parcel 2XWI058-Tract 6 (0.073 acres)
4. Parcel 2XWI058-Tract 7 (0.048 acres)
5. Parcel 2XWI058-Tract 8 (0.933 acres)
6. Parcel 2XWI058-Tract 9 (1.149 acres)
7. Parcel 2XWI058-Tract 10 (0.127 acres)
8. Parcel 2XWI058-Tract 11 (1.689 acres)
9. Parcel 2XWI058-Tract 12 (6.844 acres)

**PLAT SHEET No. 3**

10. Parcel 2XWI058-Tract 13 (2.911 acres)
11. Parcel 2XWI058-Tract 14 (3.209 acres)
12. Parcel 2XWI058-Tract 15 (2.585 acres)
13. Parcel 2XWI058-Tract 16 (1.667 acres)
14. Parcel 2XWI058-Tract 17 (0.229 acres)
15. Parcel 2XWI058-Tract 20 (0.804 acres)
16. Parcel 2XWI058-Tract A (0.090 acres)
17. Parcel 2XWI058-Tract B (0.119 acres)
18. Parcel 2XWI058-Tract C (0.123 acres)
19. Parcel 2XWI058-Tract D (0.022 acres)

**PLAT SHEET No. 4**

20. Parcel 2XWI058-Tract 18 (0.184 acres)
21. Parcel 2XWI058-Tract 19 (7.371 acres)
22. Parcel 2XWI058-Tract 21.1 (1.162 acres)
23. Parcel 2XWI058-Tract 21.2 (0.825 acres)
24. Parcel 2XWI058-Tract 21.3 (3.267 acres)
25. Parcel 2XWI058-Tract 22 (0.083 acres)
26. Parcel 2XWI058-Tract 24.1 (6.234 acres)

**PLAT SHEET No. 5**

27. Parcel 2XWI058-Tract 24.2 (0.020 acres)
28. Parcel 2XWI058-Tract 24.3 (4.260 acres)
29. Parcel 2XWI058-Tract 27.1 (1.893 acres)
30. Parcel 2XWI058-Tract 27.2 (1.825 acres)

**PLAT SHEET No. 6**

31. Parcel 2XWI058-Tract 28.1 (0.539 acres)
32. Parcel 2XWI058-Tract 28.2 (0.540 acres)

**PLAT SHEET No. 7**

33. Parcel 2XWI058-Tract 2.1 (1.339 acres)
34. Parcel 2XWI058-Tract 2.2 (11.108 acres)
35. Parcel 2XWI058-Tract 3.2 (0.044 acres)
36. Parcel 2XWI058-Tract 4 (0.297 acres)
37. Parcel 2XWI058-Tract 5 (0.641 acres)
38. Parcel 2XWI058-Tract 6.1 (1.435 acres)
39. Parcel 2XWI058-Tract 6.2 (1.876 acres)

**Township 43 North, Range 2 East of the Third Principal Meridian  
(Cherry Valley Township)**



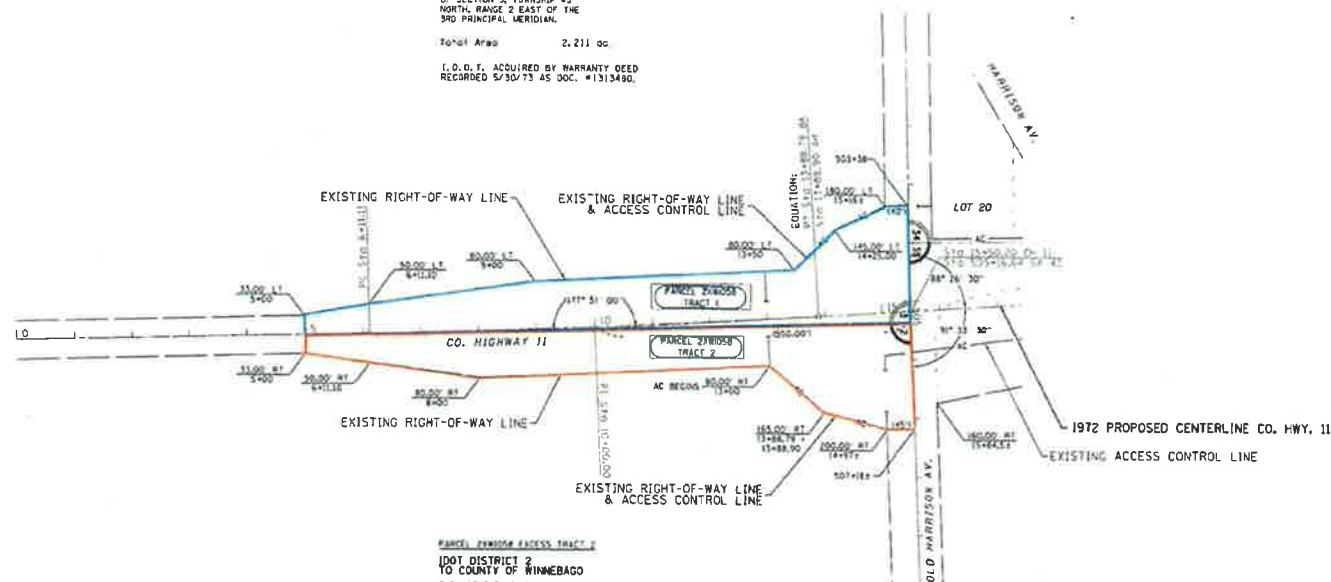
FOR THE PURPOSE OF THIS PLAT, BEARINGS, DISTANCES AND ANGLES ARE REFERENCED TO RIGHT OF WAY PLATS DATED DECEMBER 8, 1972 AND OCTOBER 11, 1973.

**PARCEL EXCESS TRACT 1**

**DDOT DISTRICT 2  
TO COUNTY OF WINNEBAGO**  
PART OF THE NORTHEAST QUARTER  
OF SECTION 3, TOWNSHIP 43  
NORTH, RANGE 2 EAST OF THE  
3RD PRINCIPAL MERIDIAN.

Total Area 2.211 ac.

I.D.O.T. ACQUIRED BY WARRANTY DEED  
RECORDED 5/30/73 AS DOC. #1313490.



**PARCEL EXCESS TRACT 2**

**DDOT DISTRICT 2  
TO COUNTY OF WINNEBAGO**  
PART OF THE NORTHWEST QUARTER  
OF SECTION 3, TOWNSHIP 43  
NORTH, RANGE 2 EAST OF THE  
3RD PRINCIPAL MERIDIAN.

Total Area 2.074 ac.

I.D.O.T. ACQUIRED BY WARRANTY DEED  
RECORDED 6/01/73 AS DOC. #1313669.

COUNTY HIGHWAY 11  
PERRYVILLE ROAD

CURVE DATA  
PI STA. = 10+00.00  
Δ = 2° 09' 00" (L.T.)  
R = 20,724.62'  
T = 589.34'  
L = 777.69'  
E = 1.65'  
P.C. STA. = 5+11.11  
P.T. STA. = 13+68.80

**SURVEYOR'S STATEMENT**

I, JEFFREY A. HOFMANN, HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR OF THE STATE OF ILLINOIS, THAT THE PLAT OF CO. HWY. 11, PERRYVILLE ROAD WAS MADE BY WILLET HOFMANN & ASSOCIATES, INC. UNDER MY SUPERVISION, AT THE REQUEST OF THE ILLINOIS DEPARTMENT OF TRANSPORTATION, DISTRICT 2, AND THAT THE PLAT IS BASED ON RIGHT OF WAY PLATS BY HOFMANN & ASSOCIATES, INC. DATED DECEMBER 8, 1972 AND OCTOBER 11, 1973. NO TELEPHONE HAS BEEN PERFORMED AND THIS PROFESSIONAL SERVICE DOES NOT CONFORM TO THE CURRENT ILLINOIS NUMBER STANDARDS FOR A BOUNDARY SURVEY.

4th October 2017

JEFFREY A. HOFMANN, PROFESSIONAL LAND SURVEYOR NO. 1265 (EXPIRES NOVEMBER 2018)  
WILLET HOFMANN & ASSOCIATES, INC. - DESIGN & FIELD NO. 100-00000



**DRAWER FOLDER**



REVISED  
REVISED  
REVISED  
REVISED

**ILLINOIS DEPARTMENT OF TRANSPORTATION  
EXCESS PLAT**

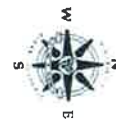
COUNTY HIGHWAY 11  
SEC 160-MFT  
SCALE: 1" = 500 FT.

SECTIONS 2 & 3  
T 43 N, R 2 E OF 3RD P.M.  
SHEET NO. 1

COUNTY: WINNEBAGO  
EXHIBIT A-Addendum No. 3  
Sheet 2 of 8



**Township 44 North, Range 2 East of the Third Principal Meridian  
(Rockford Township)**



FOR THE PURPOSE OF THIS PLAT, BEARINGS, DISTANCES AND ANGLES ARE REFERENCED TO RIGHT OF WAY PLATS DATED DECEMBER 8, 1972 AND OCTOBER 11, 1973.

**PARCEL TWENTY-ONE EXCESS TRACT 6**

**DOT DISTRICT 2  
TO COUNTY OF WINNEBAGO**  
PART OF LOT 9 IN BLOCK 3 OF  
CHARLES STREET GARDENS IN  
THE SOUTHEAST QUARTER OF  
SECTION 34, TOWNSHIP 44  
NORTH, RANGE 2 EAST OF THE  
3RD PRINCIPAL MERIDIAN.

Total Area 0.073 ac.

I.D.O.T. ACQUIRED BY WARRANTY DEED  
RECORDED 6/29/73 AS DOC. #1316456.

**PARCEL TWENTY-ONE EXCESS TRACT 7**

**DOT DISTRICT 2  
TO COUNTY OF WINNEBAGO**  
PART OF LOT 7 IN BLOCK 3 OF  
CHARLES STREET GARDENS IN  
THE SOUTHEAST QUARTER OF  
SECTION 34, TOWNSHIP 44  
NORTH, RANGE 2 EAST OF THE  
3RD PRINCIPAL MERIDIAN.

Total Area 0.048 ac.

I.D.O.T. ACQUIRED BY WARRANTY DEED  
RECORDED 6/29/73 AS DOC. #1316452.

**PARCEL TWENTY-ONE EXCESS TRACT 10**

**DOT DISTRICT 2  
TO COUNTY OF WINNEBAGO**  
PART OF THE EAST HALF OF  
THE SOUTHEAST QUARTER OF  
SECTION 34, TOWNSHIP 44  
NORTH, RANGE 2 EAST OF THE  
3RD PRINCIPAL MERIDIAN.

Total Area 0.127 ac.

I.D.O.T. ACQUIRED BY WARRANTY DEED  
RECORDED 6/26/73 AS DOC. #1314144.

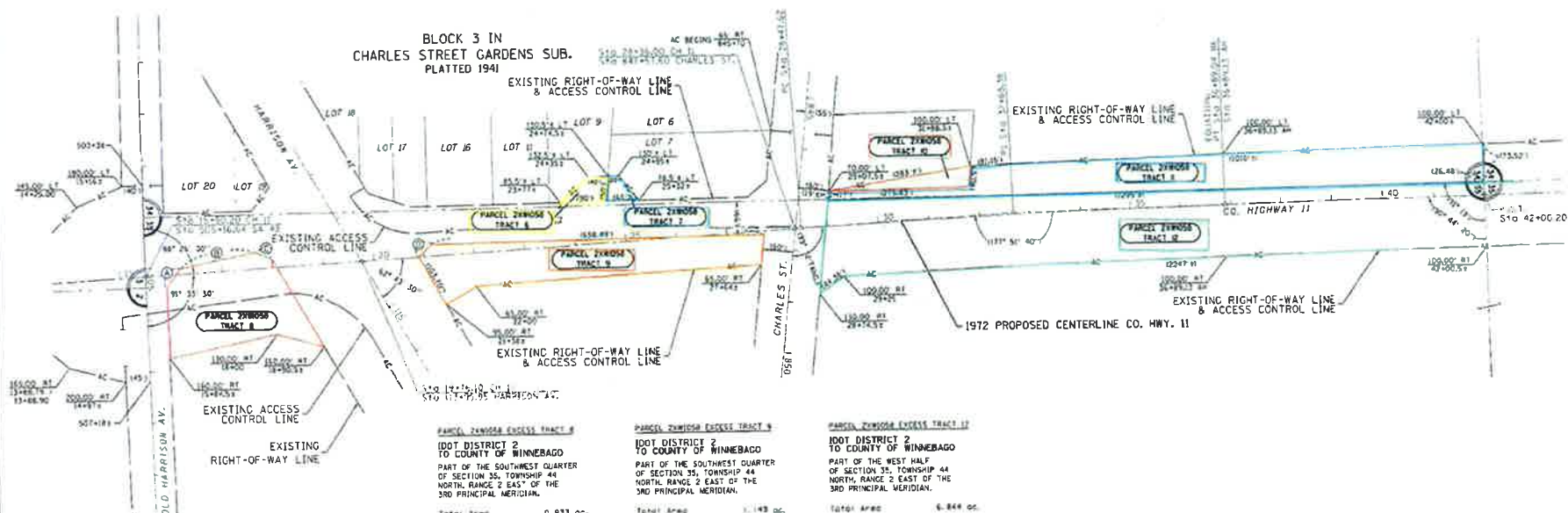
**PARCEL TWENTY-ONE EXCESS TRACT 11**

**DOT DISTRICT 2  
TO COUNTY OF WINNEBAGO**  
PART OF THE SOUTHEAST QUARTER  
OF SECTION 34, TOWNSHIP 44  
NORTH, RANGE 2 EAST OF THE  
3RD PRINCIPAL MERIDIAN.

Total Area 1.659 ac.

I.D.O.T. ACQUIRED BY WARRANTY DEED  
RECORDED 6/26/73 AS DOC. #1314145.

**BLOCK 3 IN  
CHARLES STREET GARDENS SUB.  
PLATTED 1941**



**PARCEL TWENTY-ONE EXCESS TRACT 8**

**DOT DISTRICT 2  
TO COUNTY OF WINNEBAGO**  
PART OF THE SOUTHWEST QUARTER  
OF SECTION 35, TOWNSHIP 44  
NORTH, RANGE 2 EAST OF THE  
3RD PRINCIPAL MERIDIAN.

Total Area 0.933 ac.

I.D.O.T. ACQUIRED BY WARRANTY DEED  
RECORDED 7/13/73 AS DOC. #1323070.

**PARCEL TWENTY-ONE EXCESS TRACT 9**

**DOT DISTRICT 2  
TO COUNTY OF WINNEBAGO**  
PART OF THE SOUTHWEST QUARTER  
OF SECTION 35, TOWNSHIP 44  
NORTH, RANGE 2 EAST OF THE  
3RD PRINCIPAL MERIDIAN.

Total Area 1.143 ac.

I.D.O.T. ACQUIRED BY CORPORATE  
TRUSTEE'S DEED RECORDED 7/31/73  
AS DOC. #1319254.

**PARCEL TWENTY-ONE EXCESS TRACT 12**

**DOT DISTRICT 2  
TO COUNTY OF WINNEBAGO**  
PART OF THE WEST HALF OF  
SECTION 35, TOWNSHIP 44  
NORTH, RANGE 2 EAST OF THE  
3RD PRINCIPAL MERIDIAN.

Total Area 6.844 ac.

I.D.O.T. ACQUIRED BY CORPORATE  
TRUSTEE'S DEED RECORDED 11/23/73  
AS DOC. #132168.

COUNTY HIGHWAY 11  
(PERRYVILLE ROAD)

CLIVE DATA  
P.L. STA - 32+69.38  
Δ = 2° 08' 20" (RT)  
D = 0° 15' 15"  
H = 22,535.71  
T = 420.75  
L = 641.42  
E = 3.93  
P.L. STA - 28+47.62  
P.T. STA - 36+89.04

**LEGEND**

- ① = 11° 12' 44" E 46.85'
- ② = 1 R 1559.70' LG N 8° 58' 24" W - 150.15'
- ③ = 1 R 23° 31' 56" E 32.75'
- ④ = 1 S 47° 58' 29" E 37.05'

**SURVEYOR'S STATEMENT**

I, JEFFREY B. HODGE, HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR OF THE STATE OF ILLINOIS, THAT THE PLAT OF EXCESS TRACT TWENTY-ONE WAS MADE BY WILLET HOPMANN & ASSOCIATES, INC. UNDER MY SUPERVISION, AT THE REQUEST OF THE ILLINOIS DEPARTMENT OF TRANSPORTATION. HOPMANN & ASSOCIATES, INC. HAS BEEN LICENSED BY THE BOARD OF SURVEYING AND MAPPING, ILLINOIS, AND THAT THE PLAT IS BASED ON RIGHT OF WAY PLATS BY ROBERT HOPMANN, P.L.S. BY WILLET HOPMANN & ASSOCIATES, INC. DATED DECEMBER 8, 1972 AND OCTOBER 11, 1973. NO FIELDWORK WAS PERFORMED AND THIS PROFESSIONAL SERVICE DOES NOT CONFORM TO THE CURRENT ILLINOIS STANDARD FOR A BOUNDARY SURVEY.



*Jeffrey B. Hodge*  
JEFFREY B. HODGE, PROFESSIONAL LAND SURVEYOR NO. 155-1066, EXPIRES NOVEMBER 2004  
WILLET HOPMANN & ASSOCIATES, INC. - DESIGN FIRM NO. 04-00094

**DRAWER FOLDER**



REVISED	11/14/17 JBR
REVISED	05/07/18 JBR
REVISED	
REVISED	

**ILLINOIS DEPARTMENT OF TRANSPORTATION  
EXCESS PLAT**

COUNTY HIGHWAY 11  
SEC 160-MFT  
SCALE: 1" = 100 FT.

SECTIONS 34 & 35  
T. 44 N., R. 2 E. OF 3RD P.M.  
SHEET NO. 2

COUNTY WINNEBAGO  
PROJECT  
STA 14+00

JOB# R-92-001-72

**EXHIBIT A-Addendum No. 3  
Sheet 3 of 8**

**Township 44 North, Range 2 East of the Third Principal Meridian  
(Rockford Township)**



FOR THE PURPOSE OF THIS PLAT, BEARINGS, DISTANCES AND ANGLES ARE REFERENCED TO RIGHT OF WAY PLATS DATED DECEMBER 8, 1972 AND OCTOBER 11, 1973.

**MEADOW VALLEY  
SUBDIVISION  
PLATTED 1969**

**PARCEL 2XROSS EXCESS TRACT 13**

DOT DISTRICT 2  
TO COUNTY OF WINNEBAGO  
PART OF THE EAST HALF  
OF SECTION 34, TOWNSHIP 44  
NORTH, RANGE 2 EAST OF THE  
3RD PRINCIPAL MERIDIAN.  
Total Area 2.911 ac.  
I.D.O.T. ACQUIRED BY CORPORATE  
TRUSTEE'S DEED RECORDED 12/14/73  
AS DOC. #1328165.

**PARCEL 2XROSS EXCESS TRACT 14**

DOT DISTRICT 2  
TO COUNTY OF WINNEBAGO  
PART OF LOT 57 IN PLAT NO. 3  
OF MEADOW VALLEY IN THE EAST  
HALF OF THE NORTHEAST QUARTER  
OF SECTION 34, TOWNSHIP 44  
NORTH, RANGE 2 EAST OF THE  
3RD PRINCIPAL MERIDIAN.  
Total Area 0.090 ac.  
I.D.O.T. ACQUIRED BY WARRANTY DEED  
RECORDED 10/16/73 AS DOC. #1324718.

**PARCEL 2XROSS EXCESS TRACT 15**

DOT DISTRICT 2  
TO COUNTY OF WINNEBAGO  
PART OF LOT 58 IN PLAT NO. 3  
OF MEADOW VALLEY IN THE EAST  
HALF OF THE NORTHEAST QUARTER  
OF SECTION 34, TOWNSHIP 44  
NORTH, RANGE 2 EAST OF THE  
3RD PRINCIPAL MERIDIAN.  
Total Area 0.119 ac.  
I.D.O.T. ACQUIRED BY WARRANTY DEED  
RECORDED 10/16/73 AS DOC. #1324722.

**PARCEL 2XROSS EXCESS TRACT 16**

DOT DISTRICT 2  
TO COUNTY OF WINNEBAGO  
PART OF THE EAST HALF OF  
THE NORTHEAST QUARTER OF  
SECTION 34, TOWNSHIP 44  
NORTH, RANGE 2 EAST OF THE  
3RD PRINCIPAL MERIDIAN.  
Total Area 2.585 ac.  
I.D.O.T. ACQUIRED BY CORPORATE  
TRUSTEE'S DEED RECORDED 6/06/73  
AS DOC. #1314143.

**PARCEL 2XROSS EXCESS TRACT 17**

DOT DISTRICT 2  
TO COUNTY OF WINNEBAGO  
PART OF THE EAST HALF OF  
THE NORTHEAST QUARTER OF  
SECTION 34, TOWNSHIP 44  
NORTH, RANGE 2 EAST OF THE  
3RD PRINCIPAL MERIDIAN.  
Total Area 0.229 ac.  
I.D.O.T. ACQUIRED BY WARRANTY DEED  
RECORDED 8/01/73 AS DOC. #1319372.

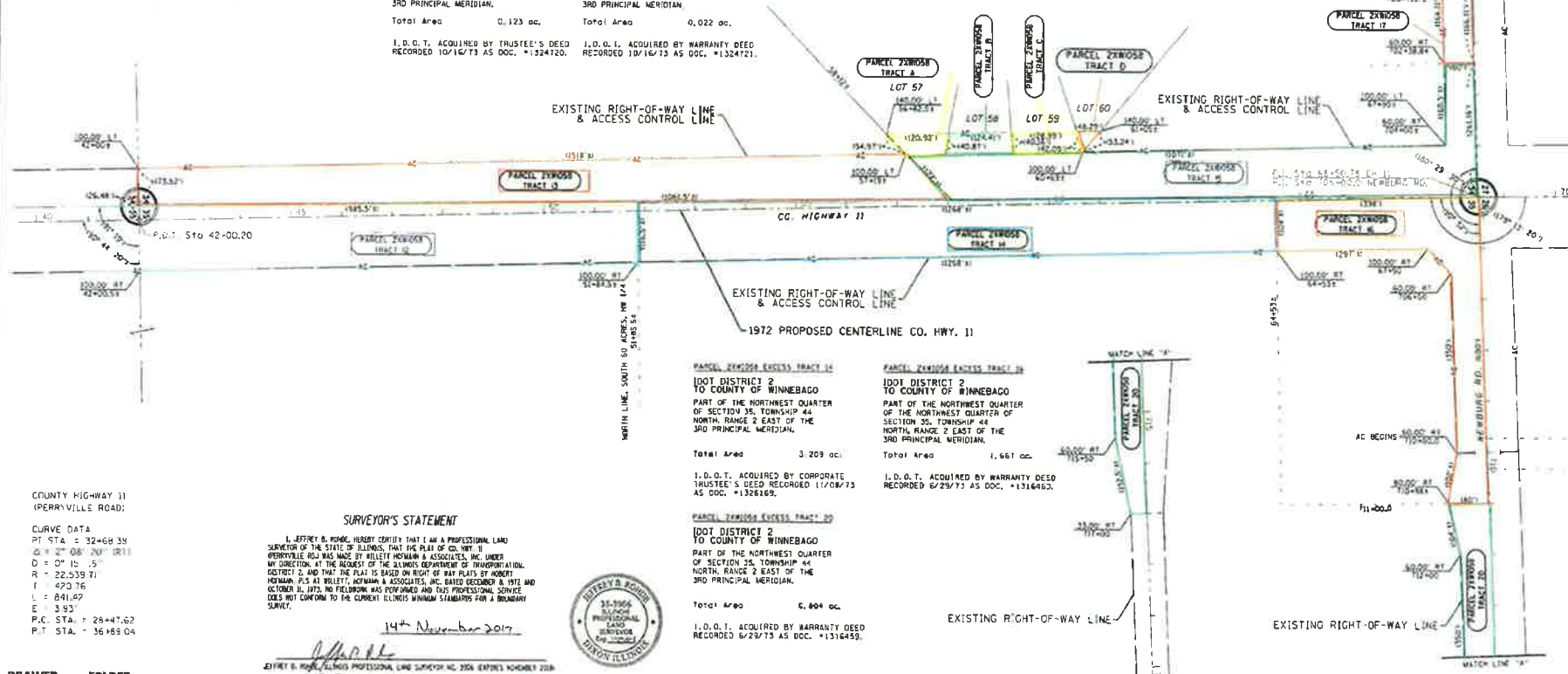
**PARCEL 2XROSS EXCESS TRACT 18**

DOT DISTRICT 2  
TO COUNTY OF WINNEBAGO  
PART OF LOT 59 IN PLAT NO. 3  
OF MEADOW VALLEY IN THE EAST  
HALF OF THE NORTHEAST QUARTER  
OF SECTION 34, TOWNSHIP 44  
NORTH, RANGE 2 EAST OF THE  
3RD PRINCIPAL MERIDIAN.  
Total Area 0.123 ac.  
I.D.O.T. ACQUIRED BY TRUSTEE'S DEED  
RECORDED 10/16/73 AS DOC. #1324720.

**PARCEL 2XROSS EXCESS TRACT 19**

DOT DISTRICT 2  
TO COUNTY OF WINNEBAGO  
PART OF LOT 60 IN PLAT NO. 3  
OF MEADOW VALLEY IN THE EAST  
HALF OF THE NORTHEAST QUARTER  
OF SECTION 34, TOWNSHIP 44  
NORTH, RANGE 2 EAST OF THE  
3RD PRINCIPAL MERIDIAN.  
Total Area 0.022 ac.  
I.D.O.T. ACQUIRED BY WARRANTY DEED  
RECORDED 10/16/73 AS DOC. #1324721.

**MEADOW VALLEY SUBDIVISION #3**



COUNTY HIGHWAY 11  
(PERRYVILLE ROAD)

CURVE DATA  
PT STA. = 32+69.39  
Δ = 2° 08' 20" (211)  
D = 0° 12' 15"  
R = 22,539.71  
L = 470.76  
E = 041.69  
P.C. STA. = 28+47.62  
P.T. STA. = 36+89.04

**SURVEYOR'S STATEMENT**

I, JEFFREY B. HOFFMANN, HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR OF THE STATE OF ILLINOIS, THAT THE PLAT OF CO. HWY. 11 PERRYVILLE RD. WAS MADE BY WILLET HOFFMANN & ASSOCIATES, INC. UNDER MY SUPERVISION, AT THE REQUEST OF THE ILLINOIS DEPARTMENT OF TRANSPORTATION, DISTRICT 2, AND THAT THE PLAT IS BASED ON RIGHT OF WAY PLATS BY ROBERT HOFFMANN, P.E. & WILLET HOFFMANN & ASSOCIATES, INC. DATED DECEMBER 8, 1972 AND OCTOBER 11, 1973. NO FIELDWORK WAS PERFORMED AND THIS PROFESSIONAL SERVICE DOES NOT CONFORM TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY.

14th November 2017

JEFFREY B. HOFFMANN, PROFESSIONAL LAND SURVEYOR NO. 2008, EXPIRES NOVEMBER 2018.  
WILLET HOFFMANN & ASSOCIATES, INC. REVIEW FIRM NO. 04-000008



DRAWER FOLDER



REVIEWED	11/14/17 JEB
REVISED	
REVISED	
REVISED	

**ILLINOIS DEPARTMENT OF TRANSPORTATION  
EXCESS PLAT**

COUNTY HIGHWAY 11
SEC 160-MFT
SCALE: 1" = 100 FT.

SECTIONS 34 & 35
T 44 N. R 2 E. OF 3RD P.M.
PROJECT*

COUNTY WINNEBAGO
PROJECT*
STA. 40+00

IOR\* P-92-001-72

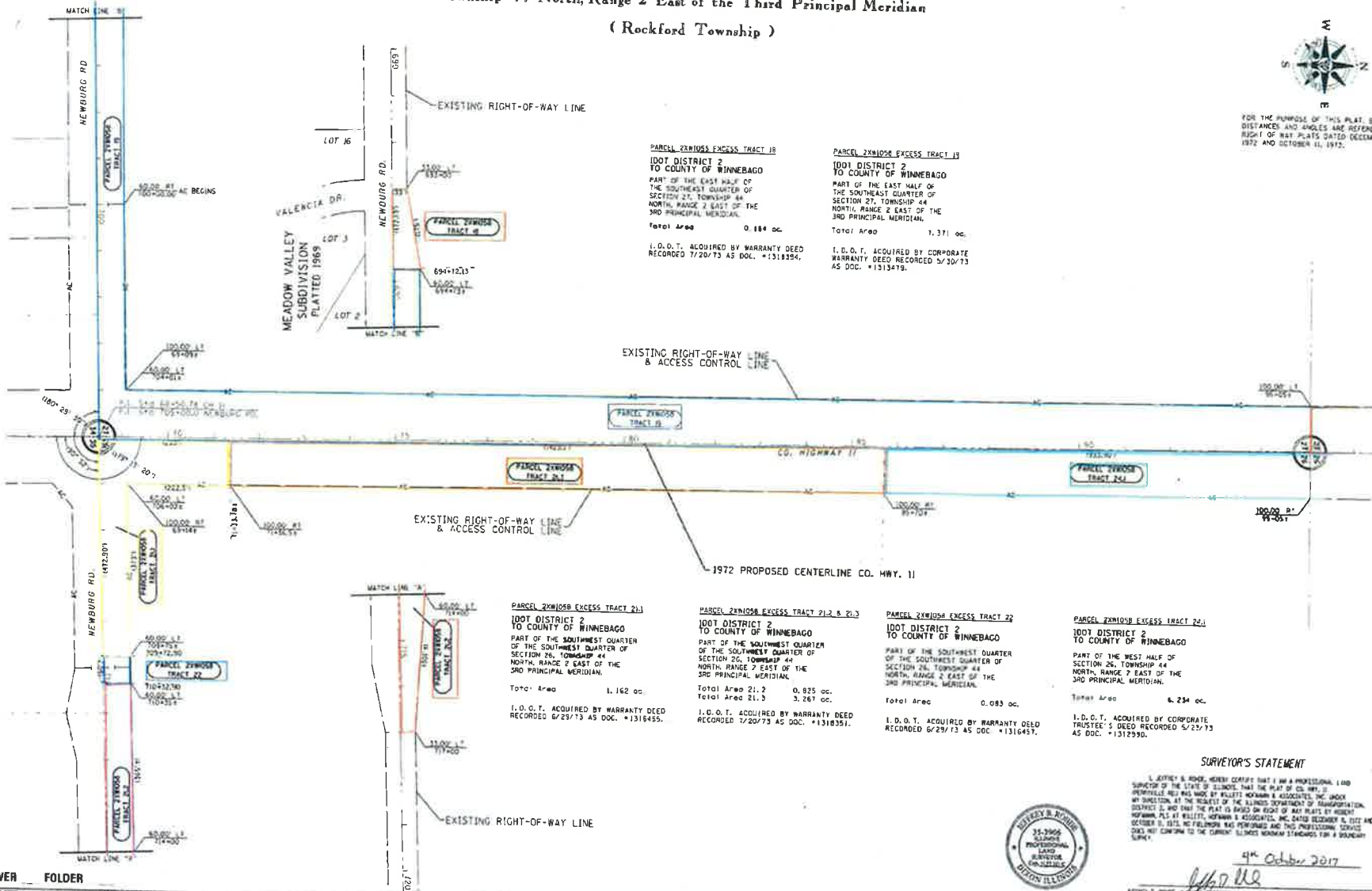
**EXHIBIT A-Addendum No. 3  
Sheet 4 of 8**



**Township 44 North, Range 2 East of the Third Principal Meridian  
(Rockford Township)**



FOR THE PURPOSE OF THIS PLAT, BEARINGS, DISTANCES AND ANGLES ARE REFERENCED TO RIGHT OF WAY PLATS DATED DECEMBER 6, 1972 AND OCTOBER 11, 1972.



**SURVEYOR'S STATEMENT**

I, ARTHUR B. HOGGE, HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR OF THE STATE OF ILLINOIS, THAT THE PLAT OF CO. HWY. 11, ROCKFORD TOWNSHIP, WAS MADE BY WILLET HORMANN & ASSOCIATES, INC. UNDER MY DIRECTION AT THE REQUEST OF THE ILLINOIS DEPARTMENT OF TRANSPORTATION, DISTRICT 2, AND THAT THE PLAT IS BASED ON RIGHT OF WAY PLATS BY HORMANN & ASSOCIATES, INC. DATED DECEMBER 6, 1972 AND OCTOBER 11, 1972. NO FIELDWORK WAS PERFORMED AND THIS PROFESSIONAL SERVICE DOES NOT CONFORM TO THE CURRENT ILLINOIS HORMANN STANDARDS FOR A BOUNDARY SURVEY.



4th October 2017  
*Arthur B. Hogge*  
 ARTHUR B. HOGGE, LICENSED PROFESSIONAL LAND SURVEYOR NO. 3504, EXPIRES NOVEMBER 2020.  
 WILLET, HORMANN & ASSOCIATES, INC. - DESIGN FIRM NO. 184-000434

DRAWER FOLDER



REVISED
REVISED
REVISED
REVISED

**ILLINOIS DEPARTMENT OF TRANSPORTATION  
EXCESS PLAT**

COUNTY HIGHWAY 11  
 SEC 160-MFT  
 SCALE: 1" = 100 FT.

SECTIONS 26 & 27  
 T 44 N, R 2 E OF 3RD P.M.  
 SHEET NO. 3

COUNTY WINNEBAGO  
 PROJECT  
 STA. 67+00

**EXHIBIT A-Addendum No. 3  
 Sheet 5 of 8**

FOR THE PURPOSE OF THIS PLAT, BEARINGS, DISTANCES AND ANGLES ARE REFERENCED TO RIGHT OF WAY PLATS DATED DECEMBER 8, 1972 AND OCTOBER 11, 1973.

DOT DISTRICT 2  
TO COUNTY OF WINNEBAGO

PART OF THE EAST HALF OF  
THE EAST HALF OF THE EAST  
HALF OF THE SOUTH-EAST  
QUARTER OF SECTION 27,  
TOWNSHIP 44 NORTH, RANGE 2  
EAST OF THE 3RD PRINCIPAL  
MERIDIAN.

Total Area 4,210 ac.

1. D. O. T. ACQUIRED BY CORPORATE  
TRUSTEE'S DEED RECORDED 5/23/73  
AS ODC, #1312992.

DOT DISTRICT 2  
TO COUNTY OF WINNEBAGO

PART OF THE NORTHEAST QUARTER  
OF THE NORTHEAST QUARTER OF  
SECTION 27, TOWNSHIP 44  
NORTH, RANGE 2 EAST OF THE  
3RD PRINCIPAL MERIDIAN.

Total Area 1,893 ac.

I. D. O. T. ACQUIRED BY WARRANTY DEED  
RECORDED 7/20/73 AS DOC. #1316352.

1972 PROPOSED CENTERLINE CO. HWY. 11

EXISTING RIGHT-OF-WAY  
& ACCESS CONTROL

EXISTING RIGHT-OF-WAY LINES

EXISTING RIGHT-OF-WAY LINE  
& ACCESS CONTROL LINE

MILL ROAD SUBDIVISION NO. 4  
PLATTED 1965

EXISTING RIGHT-OF-WAY LINE  
& ACCESS CONTROL LINE

EXISTING RIGHT-OF-WAY 48'

EXISTING RIGHT-OF-WAY LINE  
& ACCESS CONTROL LINE

MADELL PARKWAY EXCESS TRACT 23.3

JDOT DISTRICT 2  
TO COUNTY OF MINNEBAGO

PART OF THE NORTHWEST QUARTER  
OF THE NORTHWEST QUARTER OF  
SECTION 26, TOWNSHIP 44  
NORTH, RANGE 2 EAST OF THE  
3RD PRINCIPAL MERIDIAN.

Total Area 1,424 ac

I. D. O. T. ACQUIRED BY WARRANTY DEED  
RECORDED 7/20/73 AS DEC. #1318353.

**SURVEYOR'S STATEMENT**

I, JEFFREY B. WOOD, HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR OF THE STATE OF ILLINOIS, THAT THE PLAT OF CO. 36, 1ST 2ND, 1ST 3RD, 1ST 4TH, 1ST 5TH, 1ST 6TH, 1ST 7TH, 1ST 8TH, 1ST 9TH, 1ST 10TH, 1ST 11TH, 1ST 12TH, 1ST 13TH, 1ST 14TH, 1ST 15TH, 1ST 16TH, 1ST 17TH, 1ST 18TH, 1ST 19TH, 1ST 20TH, 1ST 21ST, 1ST 22ND, 1ST 23RD, 1ST 24TH, 1ST 25TH, 1ST 26TH, 1ST 27TH, 1ST 28TH, 1ST 29TH, 1ST 30TH, 1ST 31ST, 1ST 32ND, 1ST 33RD, 1ST 34TH, 1ST 35TH, 1ST 36TH, 1ST 37TH, 1ST 38TH, 1ST 39TH, 1ST 40TH, 1ST 41ST, 1ST 42ND, 1ST 43RD, 1ST 44TH, 1ST 45TH, 1ST 46TH, 1ST 47TH, 1ST 48TH, 1ST 49TH, 1ST 50TH, 1ST 51ST, 1ST 52ND, 1ST 53RD, 1ST 54TH, 1ST 55TH, 1ST 56TH, 1ST 57TH, 1ST 58TH, 1ST 59TH, 1ST 60TH, 1ST 61ST, 1ST 62ND, 1ST 63RD, 1ST 64TH, 1ST 65TH, 1ST 66TH, 1ST 67TH, 1ST 68TH, 1ST 69TH, 1ST 70TH, 1ST 71ST, 1ST 72ND, 1ST 73RD, 1ST 74TH, 1ST 75TH, 1ST 76TH, 1ST 77TH, 1ST 78TH, 1ST 79TH, 1ST 80TH, 1ST 81ST, 1ST 82ND, 1ST 83RD, 1ST 84TH, 1ST 85TH, 1ST 86TH, 1ST 87TH, 1ST 88TH, 1ST 89TH, 1ST 90TH, 1ST 91ST, 1ST 92ND, 1ST 93RD, 1ST 94TH, 1ST 95TH, 1ST 96TH, 1ST 97TH, 1ST 98TH, 1ST 99TH, 1ST 100TH, 1ST 101ST, 1ST 102ND, 1ST 103RD, 1ST 104TH, 1ST 105TH, 1ST 106TH, 1ST 107TH, 1ST 108TH, 1ST 109TH, 1ST 110TH, 1ST 111ST, 1ST 112ND, 1ST 113RD, 1ST 114TH, 1ST 115TH, 1ST 116TH, 1ST 117TH, 1ST 118TH, 1ST 119TH, 1ST 120TH, 1ST 121ST, 1ST 122ND, 1ST 123RD, 1ST 124TH, 1ST 125TH, 1ST 126TH, 1ST 127TH, 1ST 128TH, 1ST 129TH, 1ST 130TH, 1ST 131ST, 1ST 132ND, 1ST 133RD, 1ST 134TH, 1ST 135TH, 1ST 136TH, 1ST 137TH, 1ST 138TH, 1ST 139TH, 1ST 140TH, 1ST 141ST, 1ST 142ND, 1ST 143RD, 1ST 144TH, 1ST 145TH, 1ST 146TH, 1ST 147TH, 1ST 148TH, 1ST 149TH, 1ST 150TH, 1ST 151ST, 1ST 152ND, 1ST 153RD, 1ST 154TH, 1ST 155TH, 1ST 156TH, 1ST 157TH, 1ST 158TH, 1ST 159TH, 1ST 160TH, 1ST 161ST, 1ST 162ND, 1ST 163RD, 1ST 164TH, 1ST 165TH, 1ST 166TH, 1ST 167TH, 1ST 168TH, 1ST 169TH, 1ST 170TH, 1ST 171ST, 1ST 172ND, 1ST 173RD, 1ST 174TH, 1ST 175TH, 1ST 176TH, 1ST 177TH, 1ST 178TH, 1ST 179TH, 1ST 180TH, 1ST 181ST, 1ST 182ND, 1ST 183RD, 1ST 184TH, 1ST 185TH, 1ST 186TH, 1ST 187TH, 1ST 188TH, 1ST 189TH, 1ST 190TH, 1ST 191ST, 1ST 192ND, 1ST 193RD, 1ST 194TH, 1ST 195TH, 1ST 196TH, 1ST 197TH, 1ST 198TH, 1ST 199TH, 1ST 200TH, 1ST 201ST, 1ST 202ND, 1ST 203RD, 1ST 204TH, 1ST 205TH, 1ST 206TH, 1ST 207TH, 1ST 208TH, 1ST 209TH, 1ST 210TH, 1ST 211ST, 1ST 212ND, 1ST 213RD, 1ST 214TH, 1ST 215TH, 1ST 216TH, 1ST 217TH, 1ST 218TH, 1ST 219TH, 1ST 220TH, 1ST 221ST, 1ST 222ND, 1ST 223RD, 1ST 224TH, 1ST 225TH, 1ST 226TH, 1ST 227TH, 1ST 228TH, 1ST 229TH, 1ST 230TH, 1ST 231ST, 1ST 232ND, 1ST 233RD, 1ST 234TH, 1ST 235TH, 1ST 236TH, 1ST 237TH, 1ST 238TH, 1ST 239TH, 1ST 240TH, 1ST 241ST, 1ST 242ND, 1ST 243RD, 1ST 244TH, 1ST 245TH, 1ST 246TH, 1ST 247TH, 1ST 248TH, 1ST 249TH, 1ST 250TH, 1ST 251ST, 1ST 252ND, 1ST 253RD, 1ST 254TH, 1ST 255TH, 1ST 256TH, 1ST 257TH, 1ST 258TH, 1ST 259TH, 1ST 260TH, 1ST 261ST, 1ST 262ND, 1ST 263RD, 1ST 264TH, 1ST 265TH, 1ST 266TH, 1ST 267TH, 1ST 268TH, 1ST 269TH, 1ST 270TH, 1ST 271ST, 1ST 272ND, 1ST 273RD, 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1ST 456TH, 1ST 457TH, 1ST 458TH, 1ST 459TH, 1ST 460TH, 1ST 461ST, 1ST 462ND, 1ST 4

2<sup>nd</sup> January 2018

JEFFREY B. ~~PROF~~ ELKINS PROFESSIONAL LAND SURVEYOR NO. 2006 EXPIRES NOVEMBER 2006  
WILLET, HOFFMAN & ASSOCIATES, INC. - DESIGN FIRM NO. 104-000000

DRAWER FOLDER



REVISED	11/14/17 JMB
REVISED	01/02/18 JMB
REVISED	
REVISED	

ILLINOIS DEPARTMENT OF TRANSPORTATION  
EXCESS PLAT

COUNTY HIGHWAY 11
SEC 160-MFT
SCALE: 1" = 100 FT.

SECTIONS 26 & 27  
T 44 N, R 2 E OF 3RD P.M.  
SHEET NO. 5

COUNTY WINNEBAGO  
PROJECT\*  
STA 93+00

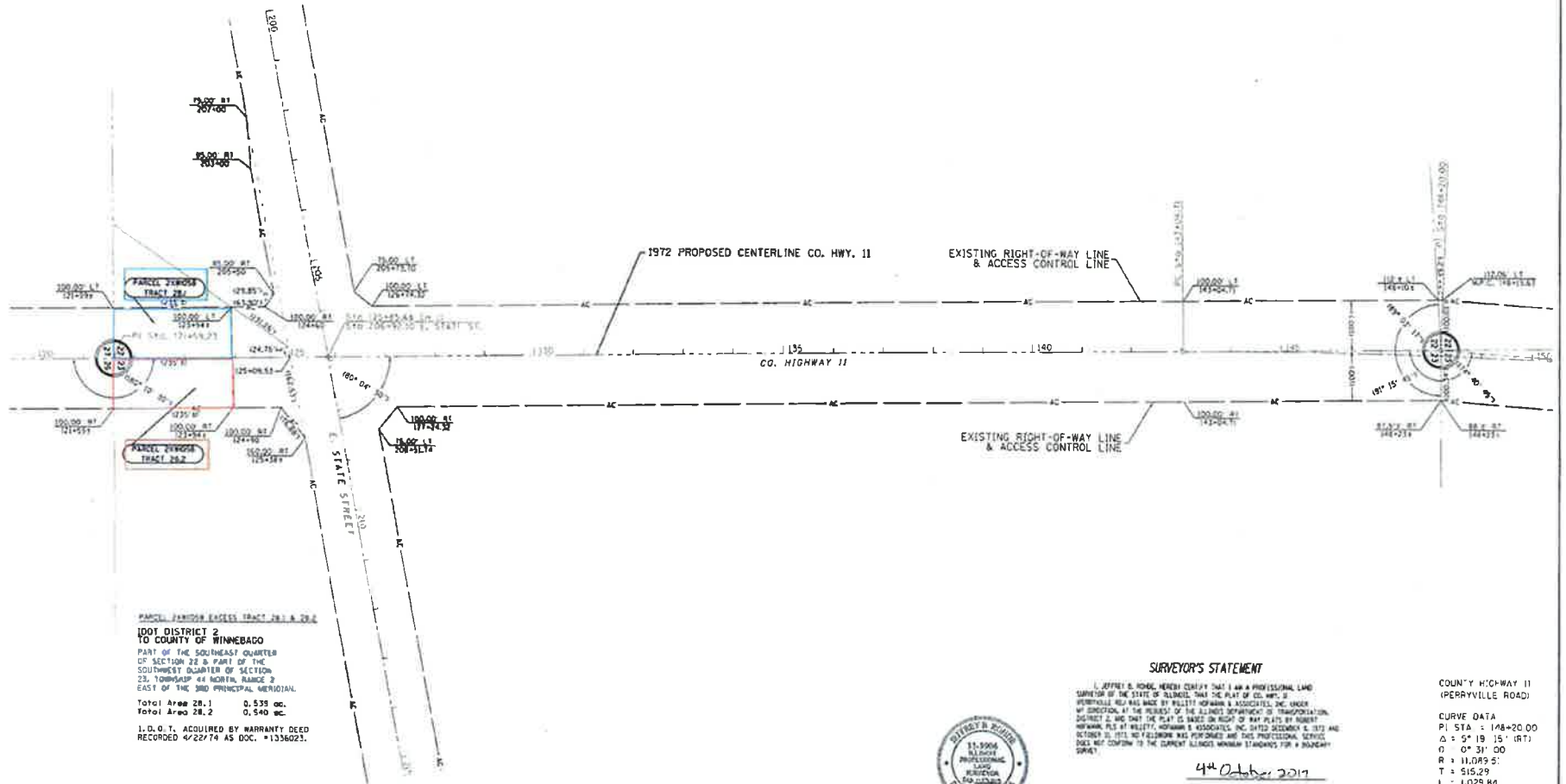
108- B-92-001-73

EXHIBIT A-Addendum No. 3  
Sheet 6 of 8

Township 44 North, Range 2 East of the Third Principal Meridian  
(Rockford Township)



FOR THE PURPOSE OF THIS PLAT, BEARINGS, DISTANCES AND ANGLES ARE REFERENCED TO RIGHT OF WAY PLATS DATED DECEMBER 8, 1972 AND OCTOBER 11, 1973.



PARCEL PARTITION EXCESS TRACT 28.1 & 28.2  
DOT DISTRICT 2  
TO COUNTY OF WINNEBAGO  
PART OF THE SOUTHEAST QUARTER  
OF SECTION 28 & PART OF THE  
SOUTHWEST QUARTER OF SECTION  
23, TOWNSHIP 44 NORTH, RANGE 2  
EAST OF THE 3RD PRINCIPAL MERIDIAN.  
Total Area 28.1 0.539 ac.  
Total Area 28.2 0.540 ac.  
I.D.O.T. ACQUIRED BY WARRANTY DEED  
RECORDED 4/22/74 AS DOC. #1336023.

SURVEYOR'S STATEMENT

I, JOSEPH E. RODE, HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR OF THE STATE OF ILLINOIS, THAT THE PLAT OF CO. HWY. 11, PERRYVILLE ROAD WAS MADE BY WILLET HOFMANN & ASSOCIATES, INC. UNDER MY SUPERVISION AT THE REQUEST OF THE ILLINOIS DEPARTMENT OF TRANSPORTATION, AND THAT THE PLAT IS BASED ON RIGHT OF WAY PLATS BY HOFMANN & ASSOCIATES, INC. DATED DECEMBER 8, 1972 AND OCTOBER 11, 1973. NO FIELDWORK WAS PERFORMED AND THIS PROFESSIONAL SERVICE DOES NOT CONFORM TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY.  
4<sup>th</sup> Oct. 2017  
J.E. Rode  
JOSEPH E. RODE, LICENSED PROFESSIONAL LAND SURVEYOR NO. 3066 (LAPSED NOVEMBER 2016)  
WILLET, HOFMANN & ASSOCIATES, INC. - DESIGN FIRM NO. 104-000010



COUNTY HIGHWAY 11  
(PERRYVILLE ROAD)  
CURVE DATA  
PI STA = 148+20.00  
Δ = 54° 19' 15" (RT)  
C = 0° 31' 00"  
R = 11,089.5'  
T = 515.29'  
L = 1,029.84'  
E = 11.97'  
P.C. STA. = 143+04.71  
P.T. STA. = 153+34.55

DRAWER FOLDER



REVISION	
REVISION	
REVISION	

ILLINOIS DEPARTMENT OF TRANSPORTATION  
EXCESS PLAT

COUNTY HIGHWAY 11  
SEC 160-MFT  
SCALE: 1" = 100 FT.

SECTIONS 22 & 23  
T 44 N. R 2 E. OF 3RD P.M.  
SHEET NO. 4

COUNTY WINNEBAGO  
PROJECT  
STA 120+00

JOP# R-97-001 72  
EXHIBIT A-Addendum No. 3  
Sheet 7 of 8

**Township 44 North, Range 2 East of the Third Principal Meridian  
(Rockford Township)**



FOR THE PURPOSE OF THIS PLAT, BEARINGS,  
DISTANCES AND ANGLES ARE REFERENCED TO  
RIGHT-OF-WAY PLATS DATED DECEMBER 8,  
1972 AND OCTOBER 11, 1975.

**PARTIAL EXCESS TRACT 2.1**  
IDOT DISTRICT 2  
TO COUNTY OF WINNEBAGO

PART OF THE SOUTHEAST QUARTER  
OF THE NORTHEAST QUARTER OF  
SECTION 22, TOWNSHIP 44 NORTH,  
RANGE 2 EAST OF THE 3RD PRINCIPAL  
MERIDIAN.

Total Area 1.330 ac.

I.D.O.T. ACQUIRED BY WARRANTY DEED  
RECORDED 8/04/75 AS DOC. #1368519.

**PARTIAL EXCESS TRACT 2.4**  
IDOT DISTRICT 2  
TO COUNTY OF WINNEBAGO

PART OF THE NORTHEAST QUARTER  
OF THE NORTHEAST QUARTER OF  
SECTION 22, TOWNSHIP 44 NORTH,  
RANGE 2 EAST OF THE 3RD PRINCIPAL  
MERIDIAN.

Total Area 0.297 ac.

I.D.O.T. ACQUIRED BY WARRANTY DEED  
RECORDED 8/04/75 AS DOC. #1368526.

**PARTIAL EXCESS TRACT 2.3**  
IDOT DISTRICT 2  
TO COUNTY OF WINNEBAGO

PART OF THE NORTHEAST QUARTER  
OF THE NORTHEAST QUARTER OF  
SECTION 22, TOWNSHIP 44 NORTH,  
RANGE 2 EAST OF THE 3RD PRINCIPAL  
MERIDIAN.

Total Area 0.044 ac.

I.D.O.T. ACQUIRED BY WARRANTY DEED  
RECORDED 8/04/75 AS DOC. #1368523.

**PARTIAL EXCESS TRACT 2.5**  
IDOT DISTRICT 2  
TO COUNTY OF WINNEBAGO

PART OF THE NORTHEAST QUARTER  
OF THE NORTHEAST QUARTER OF  
SECTION 22, TOWNSHIP 44 NORTH,  
RANGE 2 EAST OF THE 3RD PRINCIPAL  
MERIDIAN.

Total Area 0.641 ac.

I.D.O.T. ACQUIRED BY WARRANTY DEED  
RECORDED 8/04/75 AS DOC. #1368528.

**PARTIAL EXCESS TRACT 2.1 & 2.2**  
IDOT DISTRICT 2  
TO COUNTY OF WINNEBAGO

PART OF THE SOUTHEAST QUARTER  
OF SECTION 15 AND OF THE  
SOUTHWEST QUARTER OF SECTION  
14, TOWNSHIP 44 NORTH, RANGE 2  
EAST OF THE 3RD PRINCIPAL MERIDIAN.

Total Area 6.1 1.435 ac.

I.D.O.T. ACQUIRED BY WARRANTY DEED  
RECORDED 8/04/75 AS DOC. #1368529.

EXISTING RIGHT-OF-WAY LINES

EXISTING RIGHT-OF-WAY LINE  
& ACCESS CONTROL LINE

EXISTING RIGHT-OF-WAY LINE  
& ACCESS CONTROL LINE

EXISTING RIGHT-OF-WAY LINE  
& ACCESS CONTROL LINE

EXISTING RIGHT-OF-WAY LINE  
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& ACCESS CONTROL LINE

EXISTING RIGHT-OF-WAY LINE  
& ACCESS CONTROL LINE

**SURVEYOR'S STATEMENT**

I, JEFFREY B. HOFFMANN, HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND  
SURVEYOR OF THE STATE OF ILLINOIS, THAT THE PLAT OF CO. HWY. 11  
PROPOSED 160' WFT WAS MADE BY WILLETTE HOFFMANN & ASSOCIATES, INC. UNDER  
MY SUPERVISION, IN THE INTEREST OF THE ILLINOIS DEPARTMENT OF TRANSPORTATION  
DISTRICT 2, AND THAT THE PLAT IS BASED ON RIGHT-OF-WAY PLATS BY ROBERT  
WILLETTE, HOFFMANN & ASSOCIATES, INC. DATED DECEMBER 8, 1972 AND  
OCTOBER 11, 1975. NO FIELDWORK WAS PERFORMED AND THE PROFESSIONAL SERVICE  
DOES NOT CONFORM TO THE CURRENT ILLINOIS STANDARDS FOR A BOUNDARY  
SURVEY.

14 Nov-5-2017

JEFFREY B. HOFFMANN, LICENSED PROFESSIONAL LAND SURVEYOR NO. 3204 (EXPIRES NOVEMBER 2016)  
WILLETTE, HOFFMANN & ASSOCIATES, INC. - DESIGN FIRM NO. 184 000000



**CURVE DATA**

PI STA. = 148+20.00  
Δ = 5° 19' 15" (R/L)  
D = 0° 31' 00"  
R = 11,089.51  
T = 515.25  
L = 1,029.34  
E = 21.97  
P.C. STA. = 145+04.71  
P.T. STA. = 153+34.55

COUNTY HIGHWAY 11  
(PERRYVILLE ROAD)

**CURVE DATA**

PI STA. = 138+48.27  
Δ = 5° 19' 15" (L/R)  
D = 0° 31' 00"  
R = 11,089.51  
T = 515.25  
L = 1,029.34  
E = 21.97  
P.C. STA. = 135+23.04  
P.T. STA. = 164+12.78

**CURVE DATA**

PI STA. = 172+50.00  
Δ = 6° 59' 45" (L/R)  
D = 0° 31' 00"  
R = 11,749.51  
T = 677.66  
L = 1,354.03  
E = 20.70  
P.C. STA. = 165+72.14  
P.T. STA. = 175+26.17

DRAWER FOLDER



REVISED	10/18/17 JBR
REVISED	
REVISED	
REVISED	

**ILLINOIS DEPARTMENT OF TRANSPORTATION  
EXCESS PLAT**

COUNTY HIGHWAY 11  
SEC 160-WFT  
SCALE 1" = 100 FT.

SECTIONS 14, 15, 22 & 23  
T 44 N. R 2 E OF 3RD P.M.  
SHEET NO. 8

COUNTY WINNEBAGO  
PROJECT  
STA 148+00

EXHIBIT A-Addendum No. 3  
Sheet 8 of 8

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

**18-CR-**

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

**RESOLUTION APPROPRIATING THE LOCAL SHARE OF FUNDS AND AUTHORIZING  
THE EXECUTION OF A LOCAL PUBLIC AGENCY AGREEMENT FOR  
FEDERAL PARTICIPATION FOR GUARDRAIL IMPROVEMENTS AT  
VARIOUS LOCATIONS THROUGHOUT THE COUNTY  
(SECTION 17-00637-00-GR)**

**WHEREAS** the Winnebago County Highway Department (WCHD) applied to the State of Illinois Department of Transportation (IDOT) for Federal Highway Safety Improvement Project (HSIP) funds to support work involving improvements to guardrail installations at various locations on the County Highway system; and

**WHEREAS** the County has been selected to receive HSIP funds for guardrail improvements at various locations throughout the County at 90% of the project cost for a not to exceed Federal share of \$899,437; and

**WHEREAS** the federal fund source requires a match of local funds, of which \$100,000 will be appropriated from the County's Motor Fuel Tax (MFT) fund; and

**WHEREAS** it would be in the public interest to enter into the attached Local Agency Agreement for Federal Participation (hereafter, the "AGREEMENT") and to appropriate monies from the County's MFT fund to cover the County's cost of this project.

**NOW THEREFORE BE IT RESOLVED** that the County Board of the County of Winnebago, Illinois appropriates one hundred thousand dollars (\$100,000) or as much of such sum as may be needed to match federal funds in the completion of the aforementioned project known as MFT Section Number 17-00637-00-GR and that the County Board Chairman is authorized to execute on behalf of the County of Winnebago the "Local Public Agency Agreement for Federal Participation" in substantially the form attached hereto; and

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

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

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

**Respectfully submitted,  
PUBLIC WORKS COMMITTEE**

**AGREE**

**DISAGREE**

\_\_\_\_\_  
Dave Kelley, Chairman

\_\_\_\_\_  
Dave Kelley, Chairman

\_\_\_\_\_  
Burt Gerl

\_\_\_\_\_  
Burt Gerl

\_\_\_\_\_  
Dave Boomer

\_\_\_\_\_  
Dave Boomer

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

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

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

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

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

\_\_\_\_\_  
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





BE IT RESOLVED, by the County Board of Winnebago County, Illinois, that the

County Highway various ~~beginning at a point near~~ various

, a distance of approximately \_\_\_\_\_; and,

BE IT FURTHER RESOLVED, that the improvement shall be constructed by contract and the County through its  
officers, agents and employees \_\_\_\_\_; and

(Insert either "contract" or "the County through its officers, agents and employees")

BE IT FURTHER RESOLVED, that the Clerk is hereby directed to transmit two certified copies of this resolution to the district office of the Department of Transportation.

on \_\_\_\_\_  
Date

(SEAL) \_\_\_\_\_ County Clerk

Date \_\_\_\_\_

# Winnebago County

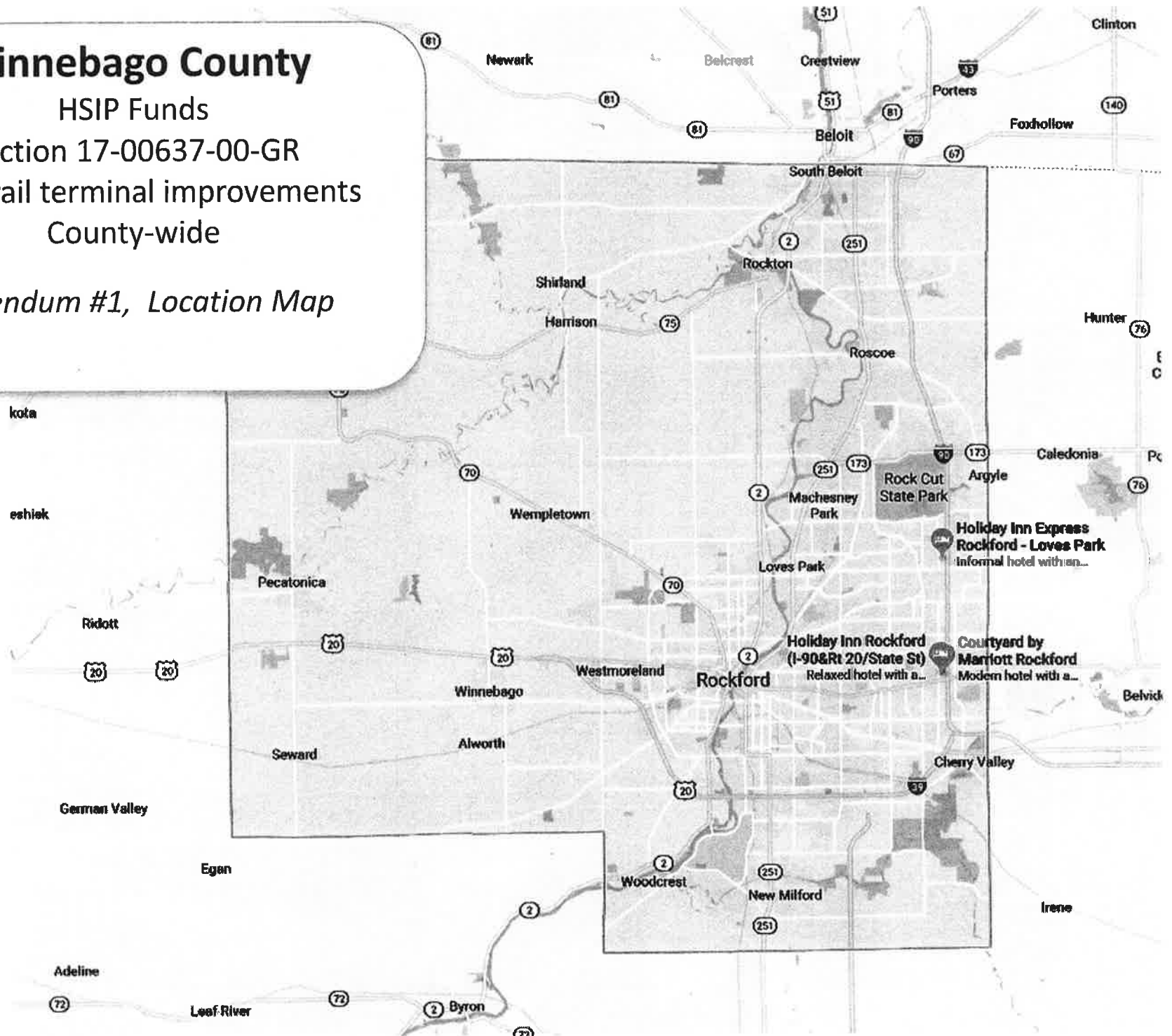
HSIP Funds

Section 17-00637-00-GR


Guardrail terminal improvements

County-wide

*Addendum #1, Location Map*





 <b>Illinois Department of Transportation</b> <b>Local Public Agency Agreement for Federal Participation</b>	Local Public Agency Winnebago County	State Contract X	Day Labor	Local Contract	RR Force Account
	Section 17-00637-00-GR	Fund Type HSIP	ITEP, SRTS, or HSIP Number(s) 201712002		

Construction		Engineering		Right-of-Way	
Job Number	Project Number	Job Number	Project Number	Job Number	Project Number
C-92-071-18	NMYM(658)				

This Agreement is made and entered into between the above local public agency, hereinafter referred to as the "**LPA**", and the State of Illinois, acting by and through its Department of Transportation, hereinafter referred to as "**STATE**". The **STATE** and **LPA** jointly propose to improve the designated location as described below. The improvement shall be constructed in accordance with plans prepared by, or on behalf of the **LPA**, approved by the **STATE** and the **STATE**'s policies and procedures approved and/or required by the Federal Highway Administration, hereinafter referred to as "**FHWA**".

#### Location

Local Name Various Route Various Length 0.00 mi  
Termini Various locations

Current Jurisdiction Winnebago County TIP Number \_\_\_\_\_ Existing Structure No \_\_\_\_\_

#### Project Description

Guardrail terminal improvements

#### Division of Cost

Type of Work	HSIP	%	%	LPA	%	Total
Participating Construction	899,437	( * )	( )	99,937	( BAL )	999,374
Non-Participating Construction		( )	( )		( )	
Preliminary Engineering		( )	( )		( )	
Construction Engineering		( )	( )		( )	
Right of Way		( )	( )		( )	
Railroads		( )	( )		( )	
Utilities		( )	( )		( )	
Materials						
<b>TOTAL</b>	<b>\$ 899,437</b>			<b>\$ 99,937</b>		<b>\$ 999,374</b>

\*90% HSIP funds NTE \$899,437

**NOTE:** The costs shown in the Division of Cost table are approximate and subject to change. The final **LPA** share is dependent on the final Federal and State participation. The actual costs will be used in the final division of cost for billing and reimbursement.

If funding is not a percentage of the total, place an asterisk in the space provided for the percentage and explain above.

#### Local Public Agency Appropriation

By execution of this Agreement, the **LPA** attests that sufficient moneys have been appropriated or reserved by resolution or ordinance to fund the **LPA** share of project costs. A copy of the authorizing resolution or ordinance is attached as an addendum (**required for State-let contracts only**)

#### Method of Financing (State Contract Work Only)

METHOD A---Lump Sum (80% of **LPA** Obligation) \_\_\_\_\_  
METHOD B--- \_\_\_\_\_ Monthly Payments of \_\_\_\_\_ due by the \_\_\_\_\_ of each successive month.  
METHOD C---**LPA**'s Share Balance divided by estimated total cost multiplied by actual progress payment.

(See page two for details of the above methods and the financing of Day Labor and Local Contracts)

## Agreement Provisions

### THE LPA AGREES:

- (1) To acquire in its name, or in the name of the **STATE** if on the **STATE** highway system, all right-of-way necessary for this project in accordance with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, and established State policies and procedures. Prior to advertising for bids, the **LPA** shall certify to the **STATE** that all requirements of Titles II and III of said Uniform Act have been satisfied. The disposition of encroachments, if any, will be cooperatively determined by representatives of the **LPA**, and the **STATE** and the **FHWA**, if required.
- (2) To provide for all utility adjustments, and to regulate the use of the right-of-way of this improvement by utilities, public and private, in accordance with the current Utility Accommodation Policy for Local Agency Highway and Street Systems.
- (3) To provide for surveys and the preparation of plans for the proposed improvement and engineering supervision during construction of the proposed improvement.
- (4) To retain jurisdiction of the completed improvement unless specified otherwise by addendum (addendum should be accompanied by a location map). If the improvement location is currently under road district jurisdiction, an addendum is required.
- (5) To maintain or cause to be maintained, in a manner satisfactory to the **STATE** and the **FHWA**, the completed improvement, or that portion of the completed improvement within its jurisdiction as established by addendum referred to in item 4 above.
- (6) To comply with all applicable Executive Orders and Federal Highway Acts pursuant to the Equal Employment Opportunity and Nondiscrimination Regulations required by the U.S. Department of Transportation.
- (7) To maintain, for a minimum of 3 years after final project close-out by the **STATE**, adequate books, records and supporting documents to verify the amounts, recipients and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, records and supporting documents related to the contract shall be available for review and audit by the Auditor General and the department; and the **LPA** agrees to cooperate fully with any audit conducted by the Auditor General and the **STATE**; and to provide full access to all relevant materials. Failure to maintain the books, records and supporting documents required by this section shall establish a presumption in favor of the **STATE** for the recovery of any funds paid by the **STATE** under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.
- (8) To provide if required, for the improvement of any railroad-highway grade crossing and rail crossing protection within the limits of the proposed improvement.
- (9) To comply with Federal requirements or possibly lose (partial or total) Federal participation as determined by the **FHWA**.
- (10) (State Contracts Only) That the method of payment designated on page one will be as follows:
  - Method A - Lump Sum Payment. Upon award of the contract for this improvement, the **LPA** will pay to the **STATE** within thirty (30) calendar days of billing, in lump sum, an amount equal to 80% of the **LPA's** estimated obligation incurred under this Agreement. The **LPA** will pay to the **STATE** the remainder of the **LPA's** obligation (including any nonparticipating costs) within thirty (30) calendar days of billing in a lump sum, upon completion of the project based on final costs.
  - Method B - Monthly Payments. Upon award of the contract for this improvement, the **LPA** will pay to the **STATE**, a specified amount each month for an estimated period of months, or until 80% of the **LPA's** estimated obligation under the provisions of the Agreement has been paid, and will pay to the **STATE** the remainder of the **LPA's** obligation (including any nonparticipating costs) in a lump sum, upon completion of the project based upon final costs.
  - Method C - Progress Payments. Upon receipt of the contractor's first and subsequent progressive bills for this improvement, the **LPA** will pay to the **STATE** within thirty (30) calendar days of receipt, an amount equal to the **LPA's** share of the construction cost divided by the estimated total cost, multiplied by the actual payment (appropriately adjusted for nonparticipating costs) made to the contractor until the entire obligation incurred under this Agreement has been paid.

Failure to remit the payment(s) in a timely manner as required under Methods A, B, or C, shall allow the **STATE** to internally offset, reduce, or deduct the arrearage from any payment or reimbursement due or about to become due and payable from the **STATE** to **LPA** on this or any other contract. The **STATE**, at its sole option, upon notice to the **LPA**, may place the debt into the Illinois Comptroller's Offset System (15 ILCS 405/10.05) or take such other and further action as may be required to recover the debt.
- (11) (Local Contracts or Day Labor) To provide or cause to be provided all of the initial funding, equipment, labor, material and services necessary to construct the complete project.
- (12) (Preliminary Engineering) In the event that right-of-way acquisition for, or actual construction of, the project for which this preliminary engineering is undertaken with Federal participation is not started by the close of the tenth fiscal year following the fiscal year in which the project is federally authorized, the **LPA** will repay the **STATE** any Federal funds received under the terms of this Agreement.
- (13) (Right-of-Way Acquisition) In the event that the actual construction of the project on this right-of-way is not undertaken by the close of the twentieth fiscal year following the fiscal year in which the project is federally authorized, the **LPA** will repay the **STATE** any Federal Funds received under the terms of this Agreement.

- (14) (Railroad Related Work Only) The estimates and general layout plans for at-grade crossing improvements should be forwarded to the Rail Safety and Project Engineer, Room 204, Illinois Department of Transportation, 2300 South Dirksen Parkway, Springfield, Illinois, 62764. Approval of the estimates and general layout plans should be obtained prior to the commencement of railroad related work. All railroad related work is also subject to approval by the Illinois Commerce Commission (ICC). Final inspection for railroad related work should be coordinated through appropriate IDOT District Bureau of Local Roads and Streets office.
- Plans and preemption times for signal related work that will be interconnected with traffic signals shall be submitted to the ICC for review and approval prior to the commencement of work. Signal related work involving interconnects with state maintained traffic signals should also be coordinated with the IDOT's District Bureau of Operations.
- The **LPA** is responsible for the payment of the railroad related expenses in accordance with the **LPA**/railroad agreement prior to requesting reimbursement from IDOT. Requests for reimbursement should be sent to the appropriate IDOT District Bureau of Local Roads and Streets office.
- Engineer's Payment Estimates shall be in accordance with the Division of Cost on page one.
- (15) And certifies to the best of its knowledge and belief its officials:
- (a) are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
  - (b) have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements receiving stolen property;
  - (c) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, local) with commission of any of the offenses enumerated in item (b) of this certification; and
  - (d) have not within a three-year period preceding the Agreement had one or more public transactions (Federal, State, local) terminated for cause or default.
- (16) To include the certifications, listed in item 15 above, and all other certifications required by State statutes, in every contract, including procurement of materials and leases of equipment.
- (17) (State Contracts) That execution of this agreement constitutes the **LPA's** concurrence in the award of the construction contract to the responsible low bidder as determined by the **STATE**.
- (18) That for agreements exceeding \$100,000 in federal funds, execution of this Agreement constitutes the **LPA's** certification that:
- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or any employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement;
  - (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress, in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions;
  - (c) The **LPA** shall require that the language of this certification be included in the award documents for all subawards at all ties (including subcontracts, subgrants and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
- (19) To regulate parking and traffic in accordance with the approved project report.
- (20) To regulate encroachments on public right-of-way in accordance with current Illinois Compiled Statutes.
- (21) To regulate the discharge of sanitary sewage into any storm water drainage system constructed with this improvement in accordance with current Illinois Compiled Statutes.
- (22) To complete this phase of the project within three (3) years from the date this agreement is approved by the **STATE** if this portion of the project described in the Project Description does not exceed \$1,000,000 (five years if the project costs exceed \$1,000,000).
- (23) To comply with the federal Financial Integrity Review and Evaluation (FIRE) program, which requires States and subrecipients to justify continued federal funding on inactive projects. 23 CFR 630.106(a)(5) defines an inactive project as a project which no expenditures have been charged against Federal funds for the past twelve (12) months.
- To keep projects active, invoicing must occur a minimum of one time within any given twelve (12) month period. However, to ensure adequate processing time, the first invoice shall be submitted to the **STATE** within six (6) months of the federal authorization date. Subsequent invoices will be submitted in intervals not to exceed six (6) months.
- (24) The **LPA** will submit supporting documentation with each request for reimbursement from the **STATE**. Supporting documentation is defined as verification of payment, certified time sheets or summaries, vendor invoices, vendor receipts, cost plus fix fee invoice, progress report, and personnel and direct cost summaries and other documentation supporting the requested reimbursement amount (Form BLRS 05621 should be used for consultant invoicing purposes). **LPA** invoice requests to the **STATE** will be submitted with sequential invoice numbers by project.

The **LPA** will submit to the **STATE** a complete and detailed final invoice with applicable supporting documentation of all incurred costs, less previous payments, no later than twelve (12) months from the date of completion of this phase of the improvement or from the date of the previous invoice, whichever occurs first. If a final invoice is not received within this time frame, the most recent invoice may be considered the final invoice and the obligation of the funds closed.

- (25) The **LPA** shall provide the final report to the appropriate **STATE** district within twelve months of the physical completion date of the project so that the report may be audited and approved for payment. If the deadline cannot be met, a written explanation must be provided to the district prior to the end of the twelve months documenting the reason and the new anticipated date of completion. If the extended deadline is not met, this process must be repeated until the project is closed. Failure to follow this process may result in the immediate close-out of the project and loss of further funding.
- (26) (Single Audit Requirements) That if the **LPA** expends \$750,000 or more a year in federal financial assistance they shall have an audit made in accordance with 2 CFR 200. **LPAs** expending less than \$750,000 a year shall be exempt from compliance. A copy of the audit report must be submitted to the **STATE** (Office of Finance and Administration, Audit Coordination Section, 2300 South Dirksen Parkway, Springfield, Illinois, 62764), within 30 days after the completion of the audit, but no later than one year after the end of the **LPA's** fiscal year. The CFDA number for all highway planning and construction activities is 20.205.

Federal funds utilized for construction activities on projects let and awarded by the **STATE** (denoted by an "X" in the State Contract field at the top of page 1) are not included in a **LPA's** calculation of federal funds expended by the **LPA** for Single Audit purposes.

- (27) That the **LPA** is required to register with the System for Award Management or SAM (formerly Central Contractor Registration (CCR)), which is a web-enabled government-wide application that collects, validates, stores, and disseminates business information about the federal government's trading partners in support of the contract award and the electronic payment processes. To register or renew, please use the following website: <https://www.sam.gov/portal/public/SAM/#1>.

The **LPA** is also required to obtain a Dun & Bradstreet (D&B) D-U-N-S Number. This is a unique nine digit number required to identify subrecipients of federal funding. A D-U-N-S number can be obtained at the following website:  
<http://fedgov.dnb.com/webform>.

#### THE STATE AGREES:

- (1) To provide such guidance, assistance and supervision and to monitor and perform audits to the extent necessary to assure validity of the **LPA's** certification of compliance with Titles II and III requirements.
- (2) (State Contracts) To receive bids for the construction of the proposed improvement when the plans have been approved by the **STATE** (and **FHWA**, if required) and to award a contract for construction of the proposed improvement, after receipt of a satisfactory bid.
- (3) (Day Labor) To authorize the **LPA** to proceed with the construction of the improvement when Agreed Unit Prices are approved, and to reimburse the **LPA** for that portion of the cost payable from Federal and/or State funds based on the Agreed Unit Prices and Engineer's Payment Estimates in accordance with the Division of Cost on page one.
- (4) (Local Contracts) For agreements with Federal and/or State funds in engineering, right-of-way, utility work and/or construction work:
- (a) To reimburse the **LPA** for the Federal and/or State share on the basis of periodic billings, provided said billings contain sufficient cost information and show evidence of payment by the **LPA**;
- (b) To provide independent assurance sampling, to furnish off-site material inspection and testing at sources normally visited by **STATE** inspectors of steel, cement, aggregate, structural steel and other materials customarily tested by the **STATE**.

#### IT IS MUTUALLY AGREED:

- (1) Construction of the project will utilize domestic steel as required by Section 106.01 of the current edition of the Standard Specifications for Road and Bridge Construction and federal Buy America provisions.
- (2) That this Agreement and the covenants contained herein shall become null and void in the event that the **FHWA** does not approve the proposed improvement for Federal-aid participation within one (1) year of the date of execution of this Agreement.
- (3) This Agreement shall be binding upon the parties, their successors and assigns.
- (4) For contracts awarded by the **LPA**, the **LPA** shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any USDOT – assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The **LPA** shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of USDOT – assisted contracts. The **LPA's** DBE program, as required by 49 CFR part 26 and as approved by USDOT, is incorporated by reference in this Agreement. Upon notification to the recipient of its failure to carry out its approved program, the **STATE** may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for

enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31U.S.C. 3801 et seq.). In the absence of a USDOT – approved **LPA** DBE Program or on State awarded contracts, this Agreement shall be administered under the provisions of the **STATE's** USDOT approved Disadvantaged Business Enterprise Program.

- (5) In cases where the **STATE** is reimbursing the **LPA**, obligations of the **STATE** shall cease immediately without penalty or further payment being required if, in any fiscal year, the Illinois General Assembly or applicable Federal Funding source fails to appropriate or otherwise make available funds for the work contemplated herein.
- (6) All projects for the construction of fixed works which are financed in whole or in part with funds provided by this Agreement and/or amendment shall be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.) unless the provisions of that Act exempt its application.

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### ADDENDA

Additional information and/or stipulations are hereby attached and identified below as being a part of this Agreement.

Number 1- Location Map,      Number 2 – LPA Appropriation Resolution

(Insert Addendum numbers and titles as applicable)

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The **LPA** further agrees, as a condition of payment, that it accepts and will comply with the applicable provisions set forth in this Agreement and all Addenda indicated above.

#### APPROVED

Local Public Agency

\_\_\_\_\_  
Name of Official (Print or Type Name)

\_\_\_\_\_  
Title (County Board Chairperson/Mayor/Village President/etc.)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
Date

The above signature certifies the agency's TIN number is \_\_\_\_\_  
conducting business as a Governmental  
Entity.

DUNS Number \_\_\_\_\_

#### APPROVED

State of Illinois  
Department of Transportation

\_\_\_\_\_  
Randall S. Blankenhorn, Secretary

\_\_\_\_\_  
Date

By:

\_\_\_\_\_  
Aaron A. Weatherholt, Deputy Director of Highways

\_\_\_\_\_  
Date

\_\_\_\_\_  
Omer Osman, Director of Highways/Chief Engineer

\_\_\_\_\_  
Date

\_\_\_\_\_  
Phil Kaufmann, Acting Chief Counsel

\_\_\_\_\_  
Date

\_\_\_\_\_  
Jeff Heck, Chief Fiscal Officer (CFO)

\_\_\_\_\_  
Date

**NOTE:** If the LPA signature is by an **APPOINTED** official, a resolution authorizing said appointed official to execute this agreement is required.

# Winnebago County

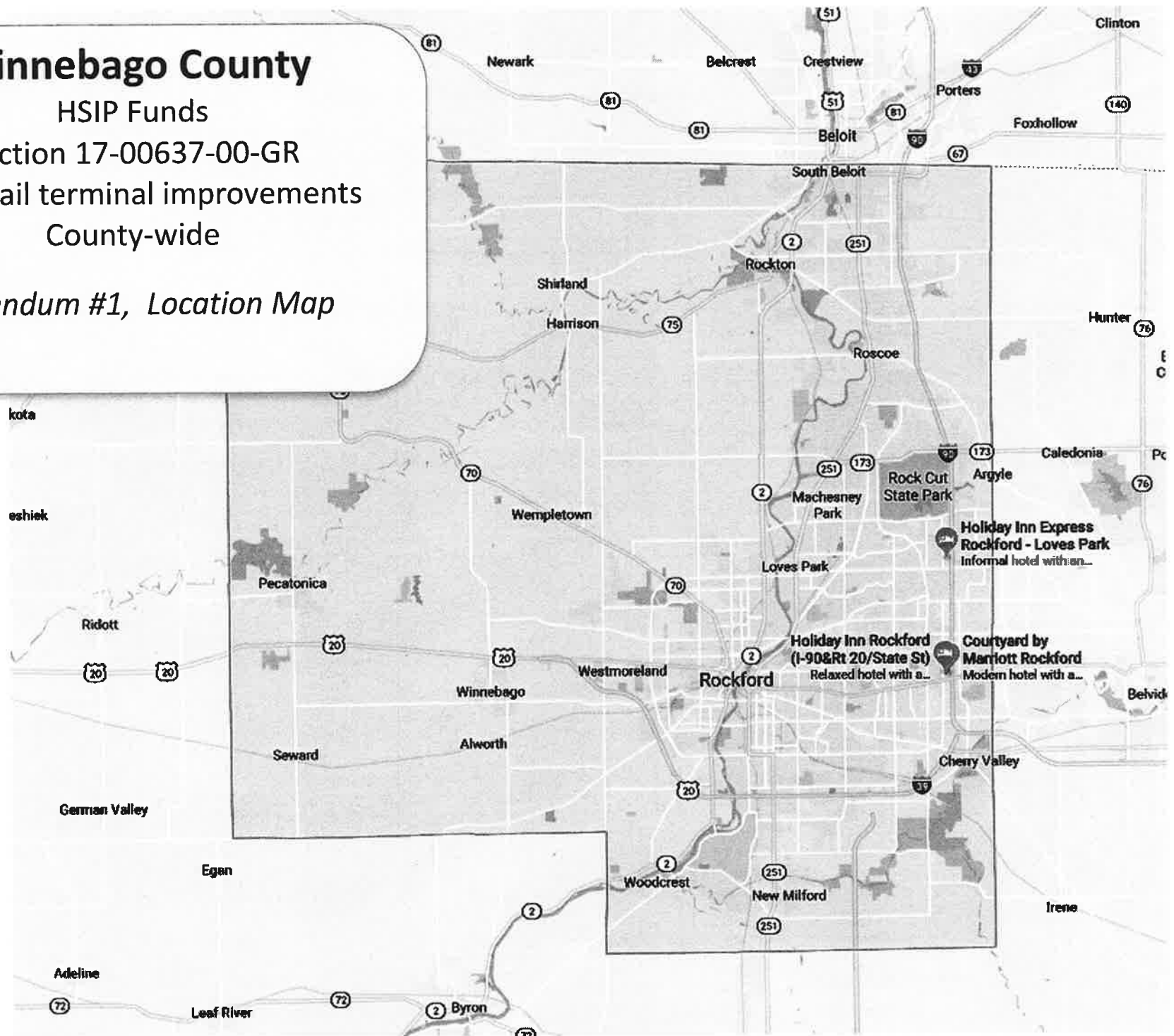
HSIP Funds

Section 17-00637-00-GR

Guardrail terminal improvements

County-wide

*Addendum #1, Location Map*



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

Sponsored by: David Kelly

Submitted by: Public Works Committee

2018 CR

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**RESOLUTION AUTHORIZING THE PURCHASE OF TRACK SKID LOADER**

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**WHEREAS**, Section 3-357 (7) 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 National Joint Powers Alliance (NJPA) Cooperative Contract 032515-JDC.

**WHEREAS**, the Highway Department is in need to replace its Track Skid Loader; and,

**WHEREAS**, the Public Works Committee of the County Board for the County of Winnebago, Illinois has reviewed the proposal received for a 2018 John Deere 331G Track Loader and recommends awarding the contract as follows:

**WEST SIDE TRACTOR SALES COMPANY  
3110 PRAIRIE RD  
ROCKFORD, IL 61102**

**WHEREAS**, the Public Safety Committee has determined that the funding for the aforementioned purchase shall be as follows:

**46100-46430**

**NOW, THEREFORE, BE IT RESOLVED**, that the County Board of the County of Winnebago, Illinois that the County Board Chairman is authorized to execute, on behalf of the County of Winnebago, a Purchase Order with West Side Tractor Company, 3110 Prairie Rd, Rockford, IL 61102 for not to exceed FIFTY-THREE THOUSAND AND TWENTY DOLLARS (\$53,020.00), which is the difference between the original price of \$66,520.00 and the trade-in value of \$13,500 for a 2006 Gehl CLT80 Track Loader.

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

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

Respectfully Submitted,  
**PUBLIC SAFETY COMMITTEE**

**AGREE**

**DISAGREE**

\_\_\_\_\_  
DAVE KELLEY, CHAIRMAN

\_\_\_\_\_  
DAVE KELLEY, CHAIRMAN

\_\_\_\_\_  
DAVID BOOMER

\_\_\_\_\_  
DAVID BOOMER

\_\_\_\_\_  
BURT GERL

\_\_\_\_\_  
BERT GERL

\_\_\_\_\_  
DAVE TASSONI

\_\_\_\_\_  
DAVE TASSONI

\_\_\_\_\_  
JIM WEBSTER

\_\_\_\_\_  
JIM WEBSTER

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





**JOHN DEERE**



0

May 2, 2018

WINNEBAGO CO DEPT  
OF PUBLIC WORKS  
ROCKFORD, IL  
8153194000

**2018 John Deere 331G Track Loaders**  
**NJPA Cooperative Contract 032515-JDC.**

*All the prices in the detailed sections are Per machine basis.*

**Machine Configuration**

Code	Description	Qty	Unit Price
0BE0T	331G COMPACT TRACK LDR BASE	1	72,011.00
800	NO PACKAGE	1	IN BASE
953	ISO SWITCHABLE CTLS & JS PPK	1	1,035.00
1301	ENGINE FT4	1	3,579.00
1501	ENGLISH OP MAN & DECALS	1	0.01
1741	LESS JDLINK	1	0.01
2650	WIDE ZIG-ZAG MULTI BAR TRKS	1	477.00
3002	HIGH FLOW HYDRAULICS	1	1,830.00
3100	RIDE CONTROL SELF LEVEL UP	1	1,250.00
4001	2" SEAT BELT W/SHOULDERSTRAP	1	212.00
5001	POWER QUIK TATCH	1	724.00
5205	CAB W/ HEAT,AIR & SEV DTY DR	1	6,672.00
5500	STANDARD LIGHT PACKAGE	1	IN BASE
6003	AIR RIDE SEAT (VINYL)	1	452.00
6501	REVERSING FAN DRIVE	1	830.00
8050	COLD START PACKAGE 110 VOLT	1	303.00
8075	HAZARD WARNING LIGHTS	1	159.00
8300	SINGLE SET COUNTERWEIGHT	1	349.00
8370	LOUVER REAR GRILLE, HVY DUTY	1	486.00
9342	84" CONSTR BKT W SERRATED ED	1	1,900.00
List Price			\$ 92,269.02
Discount 33%			\$ 30,448.78
Net Price			\$ 61,820.24

**Custom Jobs**

Code	Description	Qty	Price
	Dlr provide Pre-Delivery Inspection, Supplies and Fuel Fill	1	756.98
	Dealer Provided Delivery	1	600.00
Ext Warranty	• Extended 5YR/2000HR Comprehensive Warranty Machine Only	1	2,817.78

		Total Price	\$ 4,174.76
<b>Quote Summary (per unit)</b>			
<b>Item Description</b>		<b>Prices</b>	
Machine Net Price		\$	61,820.24
Custom Jobs		\$	4,174.76
<b>Price per Machine</b>		<b>\$</b>	<b>65,995.00</b>
<b>Destination</b>		<b>Freight Charge</b>	
Rockford, IL 61102		\$	525.00
<b>Total Net Price Quantity (1)</b>		<b>\$</b>	<b>66,520.00</b>
<b>Less Trade-in</b>			
<b>2006 Gehl CLT80 Track Loader with unknown hours</b>			<b>13,500.00</b>
<b>Net Price less Trade-Ins</b>		<b>\$</b>	<b>53,020.00</b>

**Warranty Terms**

331G includes

- Extended 5YR/2000HR Comprehensive Warranty Machine Only

**Remarks:**

*Please note that this quote is valid for 30 days. Purchase cards are accepted -- a 3% transaction fee will be calculated into the PO total for the credit card invoice payment.*

Ron Svartoiien - Sales Representative West Side Tractor Sales - (815) 961-3160 • Fax (815) 965-1810 - rsvartoiien@westsidetractorsales.com

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

**18-CO-**

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

**AN ORDINANCE AMENDING CHAPTER 82 OF THE WINNEBAGO COUNTY CODE  
REGULATING THE PLACEMENT OF UTILITIES AND FACILITIES WITHIN THE  
RIGHTS-OF-WAY OF WINNEBAGO COUNTY HIGHWAYS**

**WHEREAS**, Chapter 82 of the Winnebago County Code, entitled, "Traffic and Vehicles" regulates traffic and vehicles upon highways within the Winnebago County Highway System; and

**WHEREAS**, the Illinois Compiled Statutes, as amended, provide for the County Board and the County Engineer to have authority over and supervision of County Highways; and

**WHEREAS**, the Illinois Highway Code (605 ILCS 5/5-414), as amended, grants county boards the authority to adopt regulations providing for the issuance of permits by the County Engineer for the temporary closure to traffic of any portion of a highway under their jurisdiction for any public purpose; and

**WHEREAS**, the Illinois Highway Code (605 ILCS 5/9-113), as amended, set forth the powers and authority of the appropriate highway authority as they relate to the placement, removal, relocation, modification, or abandonment of utilities and facilities within public highways including their placement within the rights-of-way of county highways. For county highways, the appropriate highway authority shall be the County Engineer; and

**WHEREAS**, the Illinois Highway Code (605 ILCS 5/9-115.1), as amended, requires that drainage facilities for the purposes of detention or retention of water may not be constructed within a distance of 10 feet plus one and one-half (1.5) times the depth of the drainage facility adjacent to the right-of-way of any public highway without the written permission of the highway authority having jurisdiction over the public highway. The toe of any earthen berm may not be constructed nearer than 10 feet to the right-of-way of any public highway without the written permission of the highway authority having jurisdiction over the public highway; and

**WHEREAS**, it would be in the public interest to adopt the recommended amendment to Chapter 82 of the Winnebago County Code to preserve and protect the public safety, health, and general welfare as they relate to the operation and use of County Highways and their associated rights-of-way.

**NOW, THEREFORE BE IT ORDAINED**, by the County Board of the County of Winnebago, Illinois that Chapter 82 of the Winnebago County Code is hereby amended by adding Article VI entitled “Winnebago County Highway Utility and Facility Placement” with sections, to be numbered 82-104 to 82-115, which reads as follows:

**Article VI. – WINNEBAGO COUNTY HIGHWAY UTILITY AND FACILITY  
PLACEMENT**

**Sect. 82-104. - Definitions.**

For the purpose of this Article VI, the following words, terms, and phrases are hereby defined and shall be interpreted as such throughout this Article VI.

**ABANDONED UTILITY OR FACILITY.** Any utility or facility not in use or operation and with no immediate or foreseeable plans for repair or replacement to serve the same function.

**APPURTENANCES, HIGHWAY.** In highway terms, all of the constituent components subordinate to but nonetheless necessary for the operation, function, and/or maintenance of a roadway such as storm sewers, lighting, signage, and traffic control devices, and the like.

**APPURTENANCES, NON-HIGHWAY.** All of the constituent components subordinate to but nonetheless necessary for the operation, function and/or maintenance of a utility or facility such as utility poles, pedestals, transformers, valves, vaults, and manholes, and the like.

**BERM.** A man-made small hill or embankment-like facility made by the placement of earth, sand, gravel, rock, organic material, or other similar material, usually linear in nature, and used for screening or landscaping purposes and/or in conjunction with drainage facilities.

**BERM, TOE OF.** The point at which the bottom edge or slope of a berm meets the existing grade of the ground.

**COUNTY.** County of Winnebago, Illinois, also Winnebago County, Illinois.

**COUNTY BOARD.** The County Board of Winnebago County, Illinois.

**COUNTY ENGINEER.** The Winnebago County Engineer.

**COUNTY HIGHWAY.** A public road as defined by the Illinois Highway Code as part of the county highway system, including municipal extensions of county highways and any proposed roads as yet un-built but designated as a part of the county highway system.

**CULVERT.** A sewer pipe or drain that crosses under a roadway, driveway, or embankment and is used for the conveyance of roadside and/or watershed drainage.

**DETENTION BASIN.** A man-made facility for the temporary storage of stormwater runoff with controlled release during or immediately following a storm.

**EMERGENCY REPAIR.** An immediate repair or reconstruction to the utility or facility required to protect health, safety and welfare of the general public. The emergency work can be required as

a result of a natural disaster or other state emergency. The duration of the work period for an **EMERGENCY REPAIR** is generally considered 72 hours or less.

**FACILITY.** A non-roadway object, structure, way, or device, artificially made or natural, that is designed, constructed, located, or placed to serve a specific function or purpose or perform a particular service. **FACILITIES** include but are not limited to sidewalks, bike paths, sanitary or storm sewer lines, water lines, street lighting, signage, trees, public transportation shelters, or any other non-highway appurtenance.

**IMUTCD.** The current *Illinois Manual on Uniform Traffic Control Devices for Streets and Highways* as adopted by IDOT in accordance with 625 ILCS 5/11-301.

**MAINTENANCE.** A repair or inspection of an existing utility or facility that requires disturbance of the county highway and/or right-of-way.

**PERMIT.** A formal, written document authorizing certain work to be performed within the right-of-way of a county highway which sets forth the rules, regulations, and specifications of the work in conformance with this Article VI.

**PERMITTEE.** Any applicant to whom a permit is issued.

**RIGHT-OF-WAY.** A strip of land occupied or intended to be occupied for public highway purposes.

**UTILITY.** A unit, either publicly or privately owned, composed of one or more pieces of aerial or underground related equipment or constructed materials connected or a part of a structure or system designed to provide a service, including but not limited to fiber optic cable, coaxial cable, electric cable, telecommunication cable, or gas lines.

**UTILITY EASEMENT.** A platted easement, inside or outside of the county highway right-of-way, that is for the use or benefit of a public or private utility to accommodate its utilities as defined by this chapter.

**Sec. 82-105. - Utility or Facility permit required within County Highway right-of-way.**

- A. A permit shall be required for the reconstruction, relocation, repair, maintenance, modification, removal, upgrade or any and all manner or form of work relating to an existing utility or facility or any and all other manner or form of work relating to the construction or placement of a new utility or facility within the right-of-way of any County Highway. All work associated with a utility or facility to be placed or already existing within the right-of-way of any County Highway shall be performed at no cost to the County. A permit for work relating to a utility or facility shall be valid for a period not to exceed 18 months from the date of issuance and all rights arising from or created by the issued permit shall expire and terminate if the work contemplated under the permit has not been initiated. The County Engineer, upon written request, may extend the term of a permit for a period of time as the County Engineer may determine.
- B. This permit is required for any utility or facility work within the right-of-way. Examples of type of utilities include, but are not limited to, electric lines, telephone lines, data

communication lines, telecommunication lines, cable television lines, natural gas transmission lines, traffic signals and water distribution/conveyance lines. Examples of types of facilities include, but are not limited to, sidewalks, street lights, bike paths, storm sewers, water mains, sanitary sewer lines, trees, and other municipal or government owned facilities and general work performed within the right-of-way.

- C. The rights-of-way of County Highways are established for the location of highways and highway associated appurtenances. Utilities and facilities shall be located within such rights-of-way in a manner that will not impede or conflict with any existing highway or associated appurtenance or any future improvement or widening of a highway and the construction or reconstruction of associated appurtenances. A utility or facility is not considered a highway appurtenance. Therefore, whenever a County Highway pavement is widened, reconstructed, resurfaced, or additional lanes are added, and an existing utility or facility will be under the widened pavement, the owner of the existing utility or facility or the permittee shall relocate, remove, or modify the utility or facility from under the widened pavement at no cost to the County. The County Engineer shall determine the need for the relocation, removal, or modification on a case-by-case basis. Any and all additional or extraordinary costs that may be incurred by the County due to the presence, abandonment, or proposed placement of any utility or facility within the right-of-way of a County highway shall be borne solely by the owner of the utility or facility. Payment to the County for the additional or extraordinary costs shall be made as determined by the County Engineer.
- D. In the event of any utility or facility work within a County Highway, and as a result of the utility or facility work, there would be conflict of any nature with an existing utility or facility located within the right-of-way, the authority owning the utility or facility shall place, relocate, remove, or modify the utility or facility as necessary for the construction of the utility or facility work within a County Highway. Said placement, relocation, removal, or modification shall be performed in a reasonable time as set forth by 605 ILCS 5/9-113 and shall be at no cost to the County.
- E. A permit is required for any utility work within the right-of-way. However, the County Engineer may, at the County Engineer's discretion waive any permit and/or permit fee for governmental agencies including but not limited to local city or village governments, reclamation district, and water districts.
- F. Property Owner's Permission
  - 1) The issuance of a permit under the rules, regulation, and specifications of this Article VI of Chapter 82 does not relieve the permittee from obtaining permission from the legal property owner to locate the utility or facility on any County highway where the right-of-way is in the form of an easement for public road purposes and the County does not own the right-of-way. The rules, regulations, and specifications of the permission shall not be in conflict with the provisions of this Article VI, Chapter 82, nor supersede, diminish, alter, or in any manner or form interfere with

use of the easement for roadway purposes, nor shall that permission result in any costs to the County either now or in the future.

- 2) Failure to obtain permission can be just cause not to issue a permit or to suspend or revoke an issued permit.

**Sec. 82-106. - Powers, responsibilities, strategies and practices regarding the enforcement of utility and facility permits.**

By authority of the County Board and adoption of this amendment of this Article VI, through powers vested through the Illinois Compiled Statutes, as amended, and all other applicable laws, statutes, orders and regulations of this state and this County, the County Board of this County hereby grants and assigns to the County Engineer and the Winnebago County Highway Department the following powers, responsibilities, strategies, and practices regarding the enforcement of this Chapter 82, Article VI:

- A. To review, plans specifications, and estimates, and issue or deny permits for the placement, abandonment, removal, and/or relocation or modification of utilities and facilities within County Highway rights-of-way.
- B. To issue utility and facility permits and maintain records thereof.
- C. To develop and set in place application procedures for the permits.
- D. To develop and set forth the types, extent and nature of the studies, drawings, sketches, plans, engineering plans, forms, applications, types of permits or any other types of documents that are needed for the administration and implementation of this amendment of this chapter; and to change, modify and/or revise the nature and extent of said studies, drawings, sketches, plans, engineering plans, forms, applications, types of permits, or any other types of documents as needed.
- E. To review, approve, disapprove, or cause changes and modifications to be made to all studies, drawings, engineering plans, and other documents that are required by this ordinance.
- F. To conduct inspections and field investigations, as necessary, to ensure compliance with the rules and regulations of this Article VI of Chapter 82 of the Winnebago County Code.
- G. To institute any appropriate action as set forth in the Illinois Compiled Statutes, as amended, or this ordinance and/or to request the Winnebago County State's Attorney institute any proceedings to prevent the unlawful placement, construction, reconstruction, enlargement, relocation, modification, removal or any other work performed in the right-of-way of any County Highway relating to utilities and facilities located therein after the adoption of this Article VI to Chapter 82 of the Winnebago County Code.

- H. To develop and place into use any forms, applications, sketches, drawings, and/or permits to be used for the administration and implementation of this amendment and to change, modify, and/or revise these forms, applications, sketches, drawings, and permits as needed.
- I. The County Engineer to perform such duties as assigned by this Article VI to Chapter 82 of the Winnebago County Code by designating an agent or through the County staff.
- J. To collect and deposit in the County Highway Fund such funds as may be derived from any funds, fees, or charges collected pursuant to the administration of this amendment.
- K. To administer and carry out the provisions, rules, regulation, and specifications of this amendment in reasonable time given staffing levels, workload, and budgeting constraints.
- L. To refer all violations of this ordinance and 605 ILCS 5/9-113, as amended, to the Winnebago County State's Attorney.

#### **Sec. 82-107. - Utility and Facility Permit Procedure.**

The permit process for utility and facility permits consists of the following steps:

- A. The applicant for the permit, a permittee, must be the owner of the subject utility or facility. The permittee shall submit a cover letter describing the proposed work in the right-of-way, person in-charge and contact information, and a copy of plan showing the proposed location of the utility or facility.
- B. After the initial submittal of said plan, the Winnebago County Highway Department staff or permittee may request for a meeting to discuss permit related requirements, work plans and to determine final submittals including traffic control plans, application fee, performance guarantee, and any other information. The prescribed application form will be made available on the County website. The permittee shall sign and submit an application and application fee.
- C. All re-submittals will be reviewed by the Winnebago County Highway Department within 15 working days and a permit will be issued or denied to the permittee.
- D. (1) *Emergency repair; permit.* Emergency repair work may be performed on a utility or facility located within a right-of-way of a County Highway prior to obtaining a permit to perform the work necessary to remedy the emergency situation. For all emergencies, the owner of the facility/utility lines shall notify the Winnebago County Highway Department within 24 hours after the discovery of the emergency and the Winnebago County Sheriff's Department shall be notified outside of normal business hours.  
  
(2) *Emergency repair work traffic control.* When emergency work creates a hazard on the traveled portion of the roadway, immediate steps shall be taken by the utility or



control standards in accordance with *IMUTCD*, Winnebago County Highway Standards, and IDOT Standards shall be used at all times. The person in charge shall notify the Winnebago County Highway Department of any lane closure and when the lane reopens. Any time a portion of the county highway requires closure outside of normal business hours, the Winnebago County Sheriff's Office shall be notified.

(3) *Emergency work duration.* The duration of the work under an emergency situation by definition is considered 72 hours or less. This time frame is meant to resolve the immediate emergency and temporary pavement may be required as part of this job. The County Highway shall be open to traffic as soon as possible. All permanent restoration to pavement, shoulders, and right-of-way that was disturbed as the result of emergency work shall be completed within one week of the completion of the emergency repair. Should the emergency occur during the winter months, temporary restoration measures shall be required until permanent restoration can be completed in the spring.

(4) *Emergency work permit requirements.* Performance of the emergency repair work does not relieve the owner of the utility or facility of all other applicable rules, regulations, and specifications, as set forth in this Article VI of Chapter 82 of the Winnebago County Code. A permit application shall be submitted after the incident describing the work carried out within the County right-of-way with the requisite permit application fee. Said permit application for the emergency work shall be received by the Winnebago County Highway Department no later than one week after the emergency had been identified.

#### **Sec. 82-108. - Utility and Facility Permit fee schedule.**

Unless otherwise waived pursuant to Sec. 82-105(E) or this Sec. 82-108 of this Ordinance, all applications for permits pursuant to this Ordinance shall be accompanied by fees set forth in the "UTILITY AND FACILITY PERMIT FEE SCHEDULE" attached to this Ordinance as Appendix 1. Said fees may be amended from time to time by the Winnebago County Board by amending this Ordinance. The County Engineer may, at the County Engineer's discretion, waive any fees imposed by this Article VI of Chapter 82 of the Winnebago County Code if the fees are for a permit to perform work within a county highway right-of-way that is needed due to a county improvement or maintenance operation or if the work is being performed by another state or municipal agency within the County of Winnebago, Illinois. (A copy of Appendix 1 is available at the Winnebago County Highway Department, 424 North Springfield Avenue, Rockford, Illinois, 61101.)

#### **Sec. 82-109. - Utility and Facility Permit Performance Guarantee Required Prior to Permit.**

An acceptable performance guarantee to protect the County Highway system and to ensure compliance with this amendment and with issued permits shall be provided prior to the issuance of a permit as provided for in this amendment to Chapter 82 of the Winnebago County Code. A performance guarantee for all facilities or utilities shall be in the form of a cash bond, irrevocable letter of credit, or surety bond. The County Engineer shall be, and is hereby authorized to act for the County in all matters relating to performance guarantees. The County Engineer may, upon receipt of written application substantiating good and reasonable cause, waive this requirement for

facilities. This waiver shall be at the discretion of the County Engineer except that “good and reasonable cause” shall not include financial or banking difficulties. The County Engineer shall establish performance guarantee policies showing the items and costs used to determine performance guarantee amounts and the length of the term of the performance guarantee. These items shall reflect the costs needed to restore the right-of-way of the County Highway to its original conditions or better. Additional costs may be added to ensure completion of the work permitted under this amendment. The length of the term for performance guarantees shall be the amount of time required to complete the permitted work and restoration work plus any additional time to ascertain any problems with the permitted work and restoration work. In no case shall the length of the term for the performance guarantee be less than 18 months. If the permittee fails to perform the permitted work and/or the restoration work with sufficient work force and equipment or with sufficient materials to ensure the completion of the work, or complete the permitted work or restoration within the specified time, or performs the work unsuitably as determined by the County Engineer, or neglects or refuses materials or performs anew such work as shall be rejected as defective and unsuitable, or discontinues the execution of the work, or for any other cause whatsoever does not carry on the work in an approved manner, the County Engineer shall give notice to the permittee and the permittee’s bank or surety, if any, of the delinquency. This notice shall specify the corrective measures required. After the notice, the County Engineer shall draw on the performance guarantee in accordance with the terms of the performance guarantee. The County Engineer shall deliver any funds drawn upon to the Winnebago County Treasurer and request deposit in the appropriate fund. In the event the Winnebago County Highway Department takes over the responsibilities for completing the permitted work or restoration, then all materials or equipment on the ground as may be suitable and acceptable may be used by the Winnebago County Highway Department to complete the restoration or any such other methods as shall be required for the restoration in an acceptable manner.

**Sec. 82-110. – Berms and Earth Filling.**

- A. No permanent berm or berming, in whole or in part, shall be allowed on or within the right-of-way of a County Highway.
- B. No permanent earth filling of any type or nature shall be allowed on or within the right-of-way of a County Highway.
- C. No berm or earth filling located outside the right-of-way of a County highway shall alter or change in any manner or form any existing drainageways that will adversely affect the existing drainage of a County Highway.
- D. The toe of any berm or earth filling shall not be located within ten feet of the right-of-way line of a County Highway without receipt of a permit.
- E. The toe of any berm or earth filling designed to detain water shall not be located nearer to the right-of-way of a County Highway than ten feet plus one and one-half times the depth of the earth excavation, detention or retention basin, as measured from the bottom of the basin to the top of berm, without receipt of a permit.

**Sec. 82-111. – Detention/Retention Facilities/Earth Excavation.**

- A. No detention or retention basins shall be allowed on or within the right-of-way of a County Highway unless the detention or retention basins are constructed as a highway appurtenance to a County Highway.
- B. No earth excavation, detention or retention basin shall be located at a distance closer than ten feet plus one and one-half times the depth of the earth excavation, detention or retention basin from the right-of-way line of a County Highway without receipt of a permit.

**Sec. 82-112. – Traffic Control Devices.**

- A. Any existing traffic control device removed due to construction and restoration work shall be reset as that area is restored. Regulatory and warning devices shall at all times be kept in clear and unobstructed view of the public using the right-of-way. The permittee shall be responsible for the cost of any damaged or lost devices and for the cost of resetting any devices.
- B. If traffic signals handholes, fiber optic, interconnection lines, or other County-owned facilities need to be relocated, the following note shall be included on the plans: “The Winnebago County Highway Department must be notified for locates 72 hours before construction begins for the relocation of fiber optic, interconnect lines, handholes, or other County-owned facilities.”

**Sec. 82-113. – Responsibility for damage claims.**

- A. The permittee shall indemnify, save harmless and defend the Winnebago County Highway Department and Winnebago County, its elected and appointed officials and employees against all loss, damage, or expense that it or they may sustain as a result of any suits, actions, or claims of any character brought on account of property damage, injury to or death of any person or persons, including all persons performing any work under the permit, which may arise in connection with the work to be performed under the permit.
- B. The permit is not intended by any of the provisions of any part of the permit to make the public or any member thereof a third party beneficiary of the permit, or to authorize anyone not a party to the permit to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of the permit.
- C. The duties, obligations, and responsibilities of the parties to the permit with respect to third parties shall remain as imposed by law.

**Sec. 82-114. – Violation and Penalties.**

- A. Whoever shall construct, or cause to be constructed, any utility or facility within the right-of-way of any County Highway, or whoever shall repair, relocate, revise, modify, enlarge, remove, reconstruct, or abandon any existing utility or facility within the right-

of-way of any County Highway in violation of this Article VI of Chapter 82 of the Winnebago County Code shall be subject to a fine of not less than \$100 and not more than \$500. Each day the violation continues shall constitute a separate offense subject to the above penalties. A violation shall also include any utilities and facilities within the County Highway built without approval and a permit as required in this Article VI of Chapter 82 of the Winnebago County Code.

- B. Any person violating any provision of this Article VI, Chapter 82 of the Winnebago County Code for which no specific penalty is prescribed shall be subject to Chapter 1, Section 1-11 of the Winnebago County Code.
- C. Whenever a violation shall come to the knowledge of the County Engineer, the County Engineer may take any action as deemed appropriate and as set forth in the Illinois Compiled Statutes, as amended. The provisions of this Article VI of Chapter 82 of the Winnebago County Code shall not be deemed exclusive and shall not be deemed to prevent the maintenance of any other action or proceeding in law or equity to enforce the provisions of this Article VI of Chapter 82 of the Winnebago County Code.
- D. The County Engineer shall have the authority to:
  - 1) Delay the issuance of permits to an applicant due to the failure of the applicant to comply with the provisions of other permits issued to the applicant.
  - 2) Delay the issuance of permits if the property served by the permitted work or facility is in violation of or has not complied with the provisions of the Winnebago County Code pertaining to access to County Highways (Chapter 82, Sec. 82-7 through Sec. 82-10) or any other ordinance, statute, regulation, or administrative order that may apply to the property.
  - 3) Revoke any active permit issued to the applicant due to the failure of the applicant to comply with the provisions of other Winnebago County Highway Department permits or the failure of the applicant to comply with the provisions of this Article VI of Chapter 82 of the Winnebago County Code.

**Sec. 82-115. – Separability, Law Governing.**

- A. *Separability.* Each chapter, section, subsection, sentence, clause, phrase, word, provision, rule and regulation or restriction established by this Article VI or any amendments thereto is hereby declared to be separable and independent, in accordance with the following:
  - 1) If any court of competent jurisdiction shall adjudge any provision of this Article VI to be invalid, that judgment shall not affect any provision of this chapter not specifically included in the judgment; and
  - 2) If any court of competent jurisdiction shall adjudge invalid the application of any provision of this Article VI, that judgment shall not affect the application of the

provisions to the placement, removal, relocation, modification, or abandonment of any utility or facility not specifically included in the judgment.

- B. *Law governing.* In any controversy or dispute under this Article VI or in any claims arising hereunder or related hereto, whether in contract or tort, they shall be governed by the laws of this state. Any suit regarding requirements, rules, regulations, and specifications of this Article VI must be brought in a court of competent jurisdiction in Winnebago County, Illinois.

**BE IT FURTHER ORDAINED** that this Ordinance shall be in full force and effect immediately upon its adoption.

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

Respectfully submitted,  
PUBLIC WORKS COMMITTEE

AGREE

DISAGREE

\_\_\_\_\_  
Dave Kelley, Chairman

\_\_\_\_\_  
Dave Kelley, Chairman

\_\_\_\_\_  
Burt Gerl

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Burt Gerl

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Dave Boomer

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Dave Boomer

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Dave Tassoni

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Dave Tassoni

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Jim Webster

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Jim Webster

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

ATTEST:

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

## APPENDIX 1

Winnebago County Highway Department										
UTILITY AND FACILITY PERMIT FEE SCHEDULE										
Item/particulars	Application Fee	Highway Permit fee						Traffic control fee		
		Installation of lines/cables 1/4 mile or less	Installation of lines/cables more than 1/4 mile	Involves one location boring across county highway	Involves multiple locations boring across county highway	Involves one location open cut across county highway	Involves multiple locations open cut across county highway	Does not impede traffic	Involves county road lane closure	Involves county road closure and/or detour
<b>Utility or Facility cables and structures</b>										
Overhead (OH) cables on poles only	\$500.00	\$100.00	\$200.00	N/A	N/A	N/A	N/A	\$0.00	\$150.00	\$250.00
Underground (UG) cables	\$500.00	\$100.00	\$200.00	\$75.00	\$150.00	\$250.00	\$500.00	\$0.00	\$150.00	\$250.00
Combined OH & UG cables	\$500.00	\$100.00	\$200.00	\$75.00	\$150.00	\$250.00	\$500.00	\$0.00	\$150.00	\$250.00
<b>Utility main/service lines and structures</b>										
Underground (UG) main line/service lines	\$500.00	\$100.00	\$200.00	\$75.00	\$150.00	\$250.00	\$500.00	\$0.00	\$150.00	\$250.00

**Note: (1) Utility permit fee shall be the sum of application fee, various highway permit fees and traffic control fee.**

**Note: (2) Highway permit fee shall be determined based on the total sum of different components involved in a particular application.**

**Note: (3) Any utility permit application involving multiple County highways, each highway will be considered as a separate permit application.**

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

**18-CO-**

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

**AN ORDINANCE AMENDING CHAPTER 82 OF THE WINNEBAGO COUNTY CODE  
REGULATING THE PLACEMENT OF SMALL WIRELESS  
TELECOMMUNICATION FACILITIES WITHIN COUNTY RIGHT-OF-WAYS OR  
ON COUNTY OWNED INFRASTRUCTURE**

**WHEREAS**, Chapter 82 of the Winnebago County Code, entitled “Traffic and Vehicles,” regulates traffic and vehicles upon highways within the Winnebago County Highway System, and

**WHEREAS**, the Illinois Compiled Statutes, as amended, provide for the County Board and the County Engineer to have authority over and supervision of County Highways, and

**WHEREAS**, the County of Winnebago, Illinois (“County”) is empowered to take and have the care and custody of all the real estate owned by the County pursuant to 55 ILCS 5/5-1015; and

**WHEREAS**, the Illinois Highway Code (605 ILCS 5/9-113) , as amended, empowers the County to consent to the use of its rights-of-way by public utility companies and others pursuant to 605 ILCS 5/9-113; and

**WHEREAS**, the Small Wireless Facilities Deployment Act, 50 ILCS 835/1 *et seq.*, provides a unit of local government that has jurisdiction and control for use of public rights-of-way may regulate the collocation of small wireless facilities, and

**WHEREAS**, telecommunications providers, considered public utilities, have placed, or from time to time may request to place, certain telecommunication facilities on County-owned infrastructure or in the County Highway rights-of-ways; and

**WHEREAS**, wireless telecommunication facilities are critical to delivering wireless access to advanced technology, broadband, and 9-1-1 services to commuters, homes, businesses, and schools and growing demand for wireless telecommunication services has resulted in increasing requests nationwide and locally from the wireless industry to place small cell, distributed antenna systems and other wireless telecommunication facilities on utility and street light poles and other structures in the public rights-of-ways; and



**WHEREAS**, the County has the power, under State and Federal law, to approve appropriate regulations and restrictions relative to small cell, distributed antenna systems and other wireless telecommunication facility installations; and

**WHEREAS**, the County Board finds and determines that it is necessary to and in the best interests of the public health, safety and general welfare to adopt the ordinance below in order to establish generally applicable and acceptable standards for construction, installation, use, maintenance and repair of such facilities and installations on County-owned infrastructure and within the County rights-of-ways, so as to, among other things;

- (i) prevent interference with the facilities and operations of the County's utilities/operations and of other utilities lawfully located in public rights-of-ways or property,
- (ii) provide specific regulations and standards for the placement and sitting of wireless telecommunication facilities on County-owned infrastructure and within public rights-of-ways in the County,
- (iii) preserve the character of the neighborhoods in which facilities are installed,
- (iv) minimize any adverse visual impact of wireless telecommunication facilities and prevent visual blight,
- (v) facilitate the location of wireless telecommunication facilities in permitted locations on County-owned infrastructure and within the County Highway rights-of-ways,
- (vi) assure the continued safe use and enjoyment of private properties adjacent to wireless telecommunication facilities locations; and

**WHEREAS**, in anticipation of continued increased demand for placement of small cell facilities, distributed antenna systems and other personal wireless telecommunication facility installations within the public right-of-way, the County Board of the County of Winnebago, Illinois finds that it is in the best interests of the public health, safety and general welfare of the County to adopt the ordinance below.

**NOW, THEREFORE BE IT ORDAINED**, by the County Board of the County of Winnebago, Illinois that Chapter 82 of the Winnebago County Code is hereby amended by adding Article VII entitled "Wireless Telecommunication Facilities Within County Right-of-Ways or on County Owned Infrastructure" with sections, to be numbered 82-116 to 82-119, which reads as follows:

**Article VII. – WIRELESS TELECOMMUNICATION FACILITIES WITHIN COUNTY RIGHT-OF-WAYS OR ON COUNTY OWNED INFRASTRUCTURE**

**Sec. 82-116. – DEFINITIONS.**

For the purpose of this Ordinance the following words, terms, and phrases are hereby defined and shall be interpreted as such throughout this Ordinance:

**“ALTERNATIVE ANTENNA STRUCTURE”**: An existing pole or other structure within the public rights-of-ways that can be used to support an antenna and is not a utility pole or a County-owned infrastructure (see also Wireless Support Structure).

**“ANTENNA”**: Communications equipment that transmits or receives electromagnetic radio signals used in the provision of any type of wireless communications services.

**“APPLICANT”**: Any person who submits an application or is a wireless provider requesting to install or maintain wireless telecommunication facilities on County-owned infrastructure or within a public right-of-way.

**“COLLOCATE” or “COLLOCATION”**: To install, mount, maintain, modify, operate, or replace wireless facilities on or adjacent to a wireless support structure or utility pole.

**“COUNTY”**: Winnebago County, Illinois.

**“COUNTY-OWNED INFRASTRUCTURE”**: Infrastructure including, but not limited to, streetlights, traffic signals or towers owned, operated or maintained by the County.

**“COUNTY ENGINEER”**: The appointed head of the Winnebago County Highway Department.

**“DISTRIBUTED ANTENNA SYSTEM (DAS)”**: A type of wireless telecommunication facility consisting of a network of spatially separated antenna nodes connected to a common source via a transport medium that provides wireless service within a geographic area.

**“MONOPOLE”**: A structure composed of a single spire, pole or tower used to support antennas or related equipment.

**“PUBLIC SAFETY AGENCY”**: The functional division of the federal government, the State of Illinois, a unit of local government, or a special purpose district located in whole or in part within the County, that provides or has authority to provide firefighting, police, ambulance, medical, or other emergency services to respond to and manage emergency incidents.

**“RIGHT-OF-WAY”**: The area on, below, or above a public roadway, highway, street, public sidewalk, associated surface and/or subsurface drainage system, alley, or utility easement, either as dedicated or prescriptive, for compatible use.

**“SMALL CELL ANTENNA”**: A Wireless Telecommunication Facility consisting of an antenna and related equipment, either installed singly or as part of a network, to provide coverage or enhance capacity in a limited defined area.

**“STRUCTURAL ENGINEER”**: A person licensed under the laws of the State of Illinois to practice structural engineering.

**“TOWER”**: Any structure that is designed and constructed primarily for the purpose of supporting one or more antennas, including self-supporting lattice towers, guy wires, anchors, or monopole towers.

**“UTILITY POLE”**: An upright pole used to support electric cables, telephone cables, telecommunication cables and related facilities owned and maintained by a Public Utility Company as defined by the Illinois Commerce Commission.

**“VARIANCE”**: A grant of relief from specific limitations of this Ordinance.

**“WI-FI ANTENNA”**: An antenna used to support Wi-Fi broadband internet access service based on the IEEE 802.11 standard that typically uses unlicensed spectrum to enable communication between devices.

**“WIRELESS SUPPORT STRUCTURE”**: A freestanding structure, such as a monopole; tower, either guyed or self-supporting; billboard; or other existing or proposed structure designed to support or capable of supporting wireless facilities. A wireless support structure does not include a utility pole.

**“WIRELESS TELECOMMUNICATION ANTENNA”**: An antenna that is part of a wireless telecommunication facility.

**“WIRELESS TELECOMMUNICATION EQUIPMENT”**: Equipment, exclusive of an antenna, that is part of a wireless telecommunications facility.

**“WIRELESS TELECOMMUNICATION FACILITY”**: An antenna, and equipment used, or designed to be used, to provide wireless transmission of voice, data, images, or other information including, but not limited to, cellular phone service, personal communication service, paging, and Wi-Fi antenna service.

## **Sec. 82-117. - REGULATIONS AND STANDARDS.**

### **A. Wireless telecommunication facilities:**

- 1) Shall be permitted to be placed in rights-of-ways as attachments directly to existing or new utility poles, alternative antenna structures, new or replacement utility poles, or County-owned infrastructure, however not including signage or their support elements, subject to the regulations and standards set forth herein;
- 2) Shall be permitted to be placed outside of rights-of-ways as attachments directly to existing County-owned utility poles pursuant to a separate agreement between the wireless telecommunication facility and the County and shall be subject to the regulations and standards set forth herein.

- B. *Height Requirements.* The maximum height of a wireless telecommunication facility attached to a utility pole, alternative antenna structure, or County-owned infrastructure is limited to ten (10) feet above the utility pole, wireless support structure, or County-owned infrastructure on which the wireless telecommunication facility is collocated. The height of a new or replacement utility pole or wireless support structure on which wireless telecommunication facilities are collocated shall be limited to the higher of:
- 1) Ten (10) feet in height above the tallest existing utility pole, other than a utility pole supporting only wireless telecommunication facilities, that is in place on the date the application is submitted to the County, that is located within three-hundred (300) feet of the new or replacement utility pole or wireless support structure and, that is in the same rights-of-ways within the jurisdictional boundary of the County; or
  - 2) Forty-five (45) feet above ground level.
- C. *New Utility Pole(s).* With respect to an application for the collocation of a wireless telecommunication facility associated with a new utility pole, the County may propose that the wireless telecommunication facility be collocated on an existing utility pole or existing wireless support structure within one hundred (100) feet of the proposed collocation, which the applicant shall accept if it has the right to use the alternate structure on reasonable terms and conditions and the alternate location and structure does not impose technical limits or additional material costs as determined by the applicant.
- D. *New Towers.* No new monopole or other tower to support wireless telecommunication facilities shall be installed within County rights-of-ways unless the County Engineer finds, based on clear and convincing evidence provided by the applicant, that locating the wireless telecommunication facilities in the rights-of-ways is necessary to close a significant gap in the applicant's services or to otherwise provide adequate services to customers, and that the proposed wireless telecommunication facility is the least intrusive means to do so.
- E. *Permit Submittal.* Prior to installation, a wireless provider must obtain a permit from the County to collocate a wireless telecommunication facility on County-owned infrastructure or in the County Highway rights-of-ways. The following shall be required as part of the application:
- 1) Site specific structural integrity and make-ready analysis prepared by a professional structural engineer, as that term is defined in Section 4 of the Structural Engineering Practice Act of 1989;
  - 2) An exhibit or drawing showing the location where each proposed wireless telecommunication facility would be installed;

- 3) Photographs of the location and its immediate surroundings depicting the utility poles or alternative antenna structures on which each proposed wireless telecommunication facility would be mounted;
- 4) Specifications and drawings prepared by a structural engineer, as that term is defined in Section 4 of the Structural Engineering Practice Act of 1989, for each proposed wireless telecommunication facility covered by the application as it is proposed to be installed;
- 5) A proposed schedule for the installation and completion of each wireless telecommunication facility covered by the application, if approved; and
- 6) Certification that the collocation complies to the best of the applicant's knowledge with the frequency interference requirements established in this Ordinance. Said application shall be submitted to the Winnebago County Highway Department, 424 North Springfield Avenue, Rockford, Illinois, 61101 or electronically.

F. *Attachment Limitations.* No wireless telecommunication antenna or facility shall be attached to a utility pole, alternative antenna structure, or County-owned infrastructure unless all of the following conditions are satisfied:

1. *Antenna Size.* The wireless telecommunication antenna, including antenna panels, whip antennas or dish-shaped antennas, shall be located inside an enclosure of no more than six (6) cubic feet in volume or, in the case of an antenna that has exposed elements, the antenna and all of its exposed elements could fit within an imaginary enclosure of no more than six (6) cubic feet. Applicant shall provide written proof by way of design drawings and details at time of application submittal that show the volume limitation has been met.

2. *Equipment Volume of Above-Ground Wireless Telecommunication Facility.* The total combined volume of all above-ground equipment and appurtenances comprising a wireless telecommunication facility, exclusive of the antenna itself, shall not cumulatively exceed twenty-five (25) cubic feet in volume. The following types of associated ancillary equipment are not included in the calculation of equipment volume: electric meter, concealment elements, telecommunications demarcation box, ground-based enclosures, grounding equipment, power transfer switch, cut-off switch, and vertical cable runs for the connection of power and other services. Applicant shall provide written proof by way of design drawings and details at time of application submittal that show the volume limitation has been met.

3. *Wireless Telecommunication Equipment.* The base of the wireless telecommunication equipment, antenna or appurtenances of a wireless telecommunication facility shall be located at a height no lower than ten (10) feet above grade and at a location and height that meets the requirements of the American Disabilities Act (ADA).

4. *Wiring and Cabling.* Wires and cables connecting the antenna to the remainder of the wireless telecommunication facility shall be installed in accordance with the edition

adopted by the County of the National Electric Code and National Electrical Safety Code. In no event shall wiring and cabling serving the wireless telecommunication facility interfere with any wiring or cabling installed by a cable television or video service operator, electric utility or telephone utility.

5. *Grounding.* The wireless telecommunication facility shall be grounded in accordance with the requirements of the edition adopted by the County of the National Electrical Code.

6. *Guy Wires.* No guy or other support wires shall be used in connection with a wireless telecommunication facility, unless the wireless telecommunication facility is proposed to be attached to an existing utility pole, alternative antenna structure, or County-owned infrastructure that incorporated guy wires prior to the date that an applicant has applied for a permit.

7. *Pole Extensions.* Extensions to utility poles, alternative antenna structures and County-owned infrastructure utilized for the purpose of connecting a wireless telecommunication antenna and its related wireless telecommunication equipment shall be fabricated from material similar to the support pole, and shall have a degree of strength capable of supporting the antenna and any related appurtenances and cabling, and capable of withstanding wind forces and ice loads in accordance with the structural integrity standards as set forth in Sec. 82-117 F.(8) of this Ordinance. An extension shall be securely bound to the support pole, alternative antenna structure or County-owned infrastructure in accordance with applicable engineering standards for the design and attachment of such extensions.

8. *Structural Integrity.* The wireless telecommunication facility, including the wireless telecommunication antenna, pole extension and all related wireless telecommunication equipment shall be designed to withstand wind forces and ice loads in accordance with applicable standards established in Chapter 25 of the National Electric Safety Code for utility poles, in the American National Standards Institute (ANSI), in TIA/EIA Section 222-G established by the Telecommunications Industry Association (TIA), by the Electronics Industry Association (EIA) for steel wireless support structures, and the applicable industry standards for other existing structures.

G. *Signage.* Other than signs required by Federal law or regulations or identification and location markings, installation of signs on a wireless telecommunication facility is prohibited.

H. *Frequency Interference.* Operation of the wireless telecommunication facilities shall not interfere with the frequencies used by any public safety agency for public safety communications, including, but not limited to, streetlight and traffic signal transmissions. In the event that an interference with the frequencies used by any public safety agency is detected, at any time, the wireless provider is required to, at its own expense, either:

- i) Reconfigure its antenna system's frequency so that it does not interfere; or

ii) Cease transmitting/receiving from said unit; or

iii) Remove the entirety of the installation immediately upon notification of said interference. In the event a relocation is required, the applicant will be required to apply for a new permit for a wireless telecommunication facility with no assurances or guarantees regarding the issuance of a permit.

I. *Permission to Use Utility Pole or Alternative Antenna Structure.* The applicant of a wireless telecommunication facility shall submit to the County a written copy of the approval from the owner of a utility pole or an alternative antenna structure to mount the wireless telecommunication facility at that specific location as part of the application for issuance of a permit by the County.

J. *Permission to Use Private Land.* The applicant of a wireless telecommunication facility is also responsible for obtaining approval from the owner of any private land on which a utility pole or an alternative antenna structure is located (such as when a public highway is by prescriptive easement) to mount the wireless telecommunication facility at that specific location. The County shall not be responsible for verifying whether or not said approval is required.

K. *Municipal Approval.* When installing or collocating a wireless telecommunication facility on County-owned infrastructure, within County rights-of-ways that are also within a municipal boundary, the applicant shall submit to the County a written copy of the approval from the local municipality to mount the wireless telecommunication facility at that specific location as part of the application for issuance of a permit by the County.

L. *Restoration.* Upon completion of the work authorized by permit under this Ordinance, the applicant shall restore all disturbed or damaged areas of the rights-of-ways to, at a minimum, their original condition. Said restoration shall include, but is not limited to, any special landscaping or enhanced areas that existed in the rights-of-ways prior to the commencement of the permitted work, repairs to shoulders, ditches, parkways, curbs, and pavements. The County shall bear no responsibility for costs associated with such restoration. All disturbed areas of right-of-way shall be restored within ten (10) working days upon completion of the applicant's system installation. Failure to do so will bar the applicant from installing additional systems on County right-of-way until the original permitted site is restored to the County's satisfaction.

M. *Replacement of County-Owned Infrastructure.* If the County determines that applicable codes or public safety regulations require the County-owned infrastructure to be modified or replaced to support the requested collocation, the County may require the applicant to modify or replace the County-owned infrastructure at no cost to the County.

N. *Adjustments or Relocations of Facilities.* The applicant shall be responsible for making adjustments, revisions, relocations and/or removal of its facilities or abandoned facilities on County-owned infrastructure or within the County rights-of-ways due to any County construction/reconstruction or maintenance work.

O. *Damage to County Property.* The applicant shall be financially responsible for any damage to County property caused by the installation, maintenance, or operation of their equipment.

P. *Abandonment and Removal.* Any wireless telecommunication facility located on County-owned infrastructure or within the County rights-of-ways that is not operated for a continuous period of twelve (12) months, shall be considered abandoned and the applicant of the facility shall remove same within ninety (90) days after receipt of written notice from the County notifying the applicant of such abandonment. Such notice shall be sent by certified or registered mail, return-receipt-requested, by the County to such applicant at the last known address of such applicant. In the case of wireless telecommunication facilities attached to County-owned infrastructure, if such facility is not removed within ninety (90) days of such notice, the County may cause the removal of such facility and applicant shall be responsible for any costs associated with the removal.

Q. *County Wireless Telecommunication Facilities.* This Ordinance shall not apply to wireless telecommunication facilities owned by the County.

R. *Service Connections.* Other related improvements including, but not limited to, buried electrical service, and buried fiber optic or cable connections that are needed to service the wireless telecommunication facility and are installed within County rights-of-ways beyond the physical utility pole or alternative antenna structure require additional and separate permits. These types of connections would be applied for by the respective utility provider providing that service or connection (e.g. ComEd, AT&T, etc.).

S. *Application Fee.* Unless otherwise provided by franchise, license, or similar agreement, or Federal, State or local law, all applications for permits pursuant to this Ordinance shall be accompanied by a fee set forth in Appendix A to this Ordinance for each wireless telecommunication facility addressed in the application. Said fee shall be based on whether the wireless telecommunication facility is being collocated on an existing utility pole or an alternative antenna structure or the wireless telecommunication facility included the installation of a new utility pole or alternative antenna structure. (A copy of Appendix A is available at the Winnebago County Highway Department, 424 North Springfield Avenue, Rockford, Illinois, 61101.)

T. *Annual Recurring Rate.* The applicant shall pay to the County an annual recurring rate set forth in Appendix A to this Ordinance for each permitted location to collocate or install wireless telecommunication facilities on a County-owned infrastructure within rights-of-ways. The applicant shall pay to the County amounts as agreed upon pursuant to a separate agreement between the wireless telecommunication facility and the County on a County-owned utility pole outside of rights-of-ways.

U. *Insurance Coverage.* A Certificate of Insurance meeting the coverage limits and insurance company ratings, as specified in the Illinois Department of Transportation Standard Specifications, shall be submitted, at no cost to the County, and shall name "Winnebago County, Illinois, the Winnebago County Highway Department, its elected and appointed



officials, its employees and agents” as additional insured parties. The Certificate shall also include proof of evidence of Worker’s Compensation Insurance coverage. The insurance shall include commercial general liability insurance with respect to the applicant’s activities to afford minimum protection limits consistent with the County’s requirements of other users of County-owned infrastructure or County rights-of-ways, including coverage for bodily injury and property damage.

V. *No Implied Warranties.* As to objects, structures, poles, etc. which are of, under or deemed to be those belonging to the County, onto which a wireless telecommunication facility is to be considered for installation upon, no implied or expressed warranty is given, granted, inferred, etc. as to its capability to accept, support, etc. and/or provide for the needs of the wireless telecommunication facility installation. The complete responsibility for assuring the wireless support structure’s ability will rest and lie entirely with the applicant. In the event the applicant’s wireless support structure is deemed inadequate by the applicant, the County will be under no obligation to augment or install a new alternative antenna structure for the installation of the wireless telecommunication facility.

W. *Hold Harmless Agreement.* It is recognized that the system being created by the wireless telecommunication facilities network requires an interconnection and complete coverage in order for the system to function. It is also recognized that in the course of events, weather conditions, traffic accidents, and maintenance operations sometimes cause damage to County-owned infrastructure and wireless support structures within rights-of-ways including, but not limited to, utility poles, streetlights, traffic signals or towers. Although replacement, reconstruction or re-installation of these elements are typically accomplished in as efficiently, timely and economically a manner as possible, there is no defined timeframe in which this repair work is completed. In the event such incidents occur causing damage to these County-owned infrastructure and wireless support structures which have wireless telecommunication facilities mounted or otherwise attached to them, and in the event such accidents or occurrences cause elements of or the complete wireless telecommunication facility to be incapacitated, rendered inoperable, made irreparable, or destroyed, the County and its elected and appointed officials and employees shall be held harmless and under no obligation to replace, reconstruct or re-install the County-owned infrastructure and wireless support structures within a certain time frame nor shall there be any obligation by the County to repair, reconfigure or replace any elements of the wireless telecommunications facilities. Such duties and responsibilities for the repair, reconfiguration or replacement of the wireless telecommunication facility shall rest solely and at the expense of the applicant.

## **Sec. 82-118. - VARIATIONS AND APPEALS.**

Under conditions of practical difficulty and extraordinary hardships, it may be difficult to strictly comply with the requirements of this Ordinance. The purpose of a variation is to provide relief from strict compliance with the regulations and requirements of this Ordinance so long as the objectives of this Ordinance are not compromised. It is the applicant’s responsibility to clearly prove that a variation will not be contrary to the public interest and that a practical difficulty or extraordinary hardship will result if a variance is not granted.

A. *Variance Procedures.* If the County has denied a permit request or assigned conditions to the permit that the applicant disagrees with, the applicant can then make a written appeal request to the County Engineer, if the wireless telecommunication facility is being located in the County Highway rights-of-ways, or to the County Engineer for a variance. The County Engineer shall review and may approve variations to the requirements of this Ordinance so that substantial justice may be done and the public interest served thereby, provided that such variations shall not have the effect of nullifying the intent and purpose of this Ordinance. The applicant must clearly prove that the variation will not be contrary to the public interest and other objectives of this Ordinance and shall prove that a practical difficulty or extraordinary hardship will result if the variance is not granted. In particular, the applicant shall establish and substantiate that the variation conforms to the requirements and standards as set forth in Sec. 82-118 A.(3) of this Ordinance.

- 1) *Variation Request Format.* A petition for any variation from the requirements of this Ordinance shall be made in writing to the County Engineer and the fees for processing of the variance as set forth in Appendix A to this Ordinance shall be paid for in advance. The request shall identify the specific requirement of the Ordinance that the applicant is requesting a variance from along with all supporting documentation.
- 2) *Supporting Documentation and Studies.* The County Engineer may require that additional documentation, data, engineering studies, or other information be submitted in order to provide for a complete and thorough review of a variance request. It is the applicant's responsibility to develop and provide said additional documentation. The cost of said documentation, data, and studies shall be the sole responsibility of the applicant and no reimbursement of said costs will be made if the applicant's variance request is approved or denied.
- 3) *Standards for Variation.* A variation, in the strict application of the provisions of this Ordinance, shall not be granted unless it is found that all of the following relevant requirements and conditions are satisfied. The County Engineer may grant variations whenever it is determined that all of the following have been met:
  - a) The granting of a variation shall be in harmony with the general purpose and intent of the regulations imposed by this Ordinance and shall not result in undue delay or congestion, shall not be detrimental to the safety of the public, including the motoring public using the County Highway, and shall not limit the ability of the County to maintain or otherwise improve County-owned infrastructure or a County Highway;
  - b) There must be proof of unique or existing special circumstances or conditions where the strict application of the provisions of this Ordinance would deprive the applicant of placement of a wireless telecommunication facility;

- c) There must be proof of practical difficulty or unnecessary hardship. It is not sufficient to show that greater profit or economic gain would result if the variation would be granted. Furthermore, the hardship or difficulty cannot be self-created or self-imposed; nor can it be established on this basis by the applicant who enters into an agreement with or without knowledge of the provisions of this Ordinance. The difficulty or hardship must result from the strict application of this Ordinance, and it must be suffered directly and solely by the applicant;
- d) The variation is the least deviation from the requirements of this Ordinance that will mitigate the hardship or practical difficulty.

- 4) *Action by the County Engineer.* Upon receipt of the required variance application forms, supporting documentation, data, studies, and other requested information, and upon payment of all related variance fees, the County Engineer shall review the variance request and render a decision in writing to the developer by certified mail within thirty (30) calendar days. The County Engineer may stipulate conditions or impose requirements as a condition of granting a variance from the provisions of this Ordinance.

B. *Appeals Procedure.* Objections to any formal action or decision made by the County Engineer concerning issuance of a permit or variance under this Ordinance can be appealed by the applicant to the Public Works Committee of the Winnebago County Board and adjudicated through an Appeal Hearing:

- 1) *Appeal Hearing Request Requirements.* Requests from the applicant for an Appeal Hearing by the Public Works Committee shall be made in writing to the County Engineer within thirty (30) calendar days of receipt of the County Engineer's written variance decision. If the written request is not received within thirty (30) days, the applicant forfeits the right to an Appeal Hearing before the Public Works Committee:
- 2) *Appeal Hearing Date and Notice.* The Appeal Hearing shall be conducted at a regularly scheduled Public Works Committee meeting with the Appeal Hearing date set by the Chairman of the Public Works Committee upon notification by the County Engineer. The date of the Appeal Hearing shall provide for sufficient notice and review time. The applicant will be notified, in writing, of the date and time of the hearing no less than fifteen (15) days prior to the hearing. The hearing shall take place no later than sixty (60) days from receipt of the written request for an Appeal Hearing unless an alternate date is agreed to by the County and the applicant:
- 3) *Appeal Hearing Proceedings.* The Appeal Hearing is formal, but strict rules of evidence will not be followed. The Chairman of the Public Works Committee shall preside over and conduct the Appeal Hearing. All testimony provided during the Appeal Hearing shall be sworn and any documents, exhibits, etc. utilized in the Appeal Hearing shall be admitted into evidence and kept by the Committee. The

meeting shall be open to the public pursuant to the requirements of the Open Meetings Act. The hearing format shall generally consist of:

- a) Identification of applicant, his representatives, owner, and witnesses providing testimony and staff, staff representatives, and staff witnesses providing testimony.
  - b) Comments by the public.
  - c) Applicant's evidence and witness testimony followed by cross examination by the Committee and staff.
  - d) Staff evidence and witness testimony followed by cross examination by the Committee and the applicant.
  - e) Applicant's rebuttal of evidence presented by staff.
  - f) Closing statements by the applicant and staff.
  - g) Closing of Appeal Hearing.
  - h) Deliberation and decision by Public Works Committee.
- 4) *Decision by Public Works Committee.* The decision of the Public Works Committee shall be made in accordance with the testimony and evidence presented at the Appeal Hearing and shall take into account the standards of Sec. 82-118 A.(3) of this Ordinance in their decision. The Transportation Committee decision shall be considered final under this Ordinance and shall be communicated in writing to the applicant within thirty (30) calendar days. Minutes of the hearing and subsequent deliberations shall be provided to the applicant and made available for public review in accordance with the Open Meetings Act.

**Sec. 82-119. – SEVERABILITY.**

In the event that any portion or section of this Ordinance is determined to be invalid, illegal or unconstitutional by a court of competent jurisdiction, such decision shall in no manner affect the remaining portions or section of the Ordinance, which shall remain in full force and effect.

**BE IT FURTHER ORDAINED** that this Ordinance shall be in full force and effect immediately upon its adoption.

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

**Respectfully submitted,  
PUBLIC WORKS COMMITTEE**

**AGREE**

**DISAGREE**

\_\_\_\_\_  
Dave Kelley, Chairman

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Dave Kelley, Chairman

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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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Dave Tassoni

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Dave Tassoni

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Jim Webster

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

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

ATTEST:

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

APPENDIX A  
WIRELESS TELECOMMUNICATION FACILITIES ORDINANCE

<u>FEE</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>
Application Fees:	Fee due at time of application for one (1) wireless telecommunication facility on an existing utility pole or alternative antenna structure.	\$650
	Fee due at time of application for two (2) or more wireless telecommunication facilities on existing utility poles or alternative antenna structures.	\$350 for each wireless telecommunication facility
	Fee due at time of application for each wireless telecommunication facility which includes the installation of a new utility pole or new alternative antenna structure.	\$1,000 for each wireless telecommunication facility
Annual Recurring Rate	Fee due annually on the anniversary of the date the permit was issued for any wireless telecommunication facility collocated on a County utility pole or County-owned infrastructure.	\$200 for each wireless telecommunication facility
Variance	Fee due at time of application for each wireless telecommunication facility requesting a variance.	\$500