



# WINNEBAGO COUNTY

— ILLINOIS —

## REVISED

## AGENDA

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

**Thursday, September 6, 2018**

**6:00 p.m.**

1. **Call to Order** ..... **Chairman Frank Haney**
2. **Agenda Updates** ..... **Chairman Haney**
3. **Roll Call** ..... **Clerk Tiana McCall**
4. **Invocation** ..... **Board Member Dave Kelley**
5. **Awards, Proclamations, Presentations, Public Hearings, and Public Participation**
  - A. Awards – “Chairman’s Service Excellence Award” – Received by Nathan Pratt Jennings
  - B. Proclamations – None
  - C. Presentations – Mayor Jim Claeysen, Village of Cherry Valley
6. **Public Comment** ..... **Registered Speakers**

*Members of the public may address the Board by submitting their request no later than 2 hours prior to the start of the meeting. Contact [www.wincoil.us](http://www.wincoil.us) or (815) 319-4225 for guidelines.*
7. **Meeting Minutes** ..... **Chairman Haney**
  - A. Approval of August 9, 2018 minutes
  - B. Layover of August 23, 2018 minutes
8. **Announcements & Communications** ..... **Clerk McCall**
  - A. Correspondence (see packet)
9. **Board Member Correspondence** ..... **Board Members**
10. **Chairman’s Report** ..... **Chairman Haney**
11. **County Administrator’s Report**..... **Administrator Carla Paschal**

**12. Approval of Consent Agenda.....Chairman Haney**  
A. Raffle Report

**13. Standing Committee Reports .....Chairman Haney**

- A. Public Works Committee .....**Dave Kelley, Committee Chairman**
1. Committee Report
  2. (18-026) Resolution Authorizing the Execution of an Intergovernmental Agreement between the County of Winnebago and the Village of Cherry Valley for Traffic Signals at the New School Entrance on Perryville Road at the Intersection of Armer Drive (Section #16-00617-00-PV)  
Cost: \$00.00 C.B. District: 11
- B. Zoning Committee ..... **Jim Webster, Committee Chairman**
1. Committee Report
- C. Economic Development Committee.....**Fred Wescott, Committee Chairman**
1. Committee Report
  2. Resolution Authorizing Execution of an Economic Development Agreement with Bergstrom, Inc.
- D. Operations & Administrative Committee .....**Gary Jury, Committee Chairman**
1. Committee Report
  2. Resolution Establishing the Date, Time, and Location of Each Meeting of the Winnebago County Board
  3. Resolution Authorizing the Chairman of the County Board to Execute an Intergovernmental Agreement Forming and Empowering the Winnebago County Geographic and Information System (WinGIS)
  4. Resolution Authorizing the Chairman of the County Board to Execute a Cooperative Agreement Forming and Empowering the Rockford Metropolitan Agency for Planning
- E. Public Safety Committee..... **Dave Fiduccia, Committee Chairman**
1. Committee Report
- F. Finance Committee ..... **Ted Biondo, Committee Chairman**
1. Committee Report
  2. Resolution Authorizing Settlement of a Claim Against the County of Winnebago Entitled Cheryl Whipple Versus Winnebago County
  3. Resolution Authorizing Settlement of a Claim Against the County of Winnebago Entitled Timothy Hilton Versus Winnebago County
  4. Ordinance Authorizing the Issue of Not to Exceed \$50,000,000 of General Obligation Bonds (alternate revenue source) of the County to Fund All or a Portion of the County's

Unfunded IMRF Liability, Including Prepayment of, and Providing a Budget Stabilization Fund for, Such Liability to be Laid Over

5. **Budget Overview/Presentation Proposing the Fiscal Year 2019 County Budget**
6. **Fiscal Year 2019 Budget to be Laid Over to the September 27, 2018 Meeting**
7. **Fiscal Year 2019 Annual Appropriation Ordinance to be Laid Over to the September 27, 2018 Meeting**

**14. Unfinished Business .....Chairman Haney**

**15. New Business.....Chairman Haney**

**A. Board Appointment(s)**

1. Cherry Valley Fire Protection: William LeFevre, Cherry Valley, IL 61016, September 2018 – May 2020
2. Cherry Valley Cemetery Association: Ryan Gordon, Rockford, IL 61108, September 2018 – March 2020
3. Howard Union Cemetery District: Shirley Alberstett – Reappointment, Pecatonica, IL 61063, June 2018 – June 2024

**16. Adjournment .....Chairman Haney**

**Next Meetings:**

**Thursday, September 20, 2018 – Meeting of the Whole**

**Thursday, September 27, 2018 – County Board Meeting**

*Chairman's*  
**SERVICE EXCELLENCE**  
.....  
**AWARD**  
.....

*presented to*  
*Nathan Jennings*

I, Frank Haney, Chairman of the Winnebago County Board, hereby recognize Nathan Jennings, an Illinois Army National Guard Corporal for his heroic efforts in saving Joanna Girmschied from her submerged vehicle on August 3, 2018. Nathan dove into a retention pond, rescued Ms. Girmschied from her overturned vehicle, and began CPR until paramedics arrived.

*Frank Haney*

*Winnebago County Board Chairman Frank Haney*



# **ANNOUNCEMENTS & COMMUNICATIONS**



# WINNEBAGO COUNTY

— ILLINOIS —

## Announcements & Communications

Date: September 6, 2018

Item: Correspondence to the Board

Prepared by: County Clerk Tiana McCall

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**Governing Statute(s):** State of Illinois Counties Code [55 ILCS 5/Div. 3-2, Clerk](#)

**County Code:** [Ch 2. Art. II. Div. 4, Sec. 2.86 – Record Keeping & Communications](#)

**Background:** The items listed below were received as correspondence.

1. County Clerk McCall received from the United States Nuclear Regulatory Commission the following:
  - a. Summary of August 8, 2018, Meeting with Exelon Generation Company, LLC, on a Future Relief Request to Extend the Post-Peening Follow up Inspections for Certain Reactor Pressure Vessel Head Penetrations (EPID L-2018-LRM-0045)
  - b. Federal Register / Vol. 83, No. 167 / Tuesday, August 28, 2018 / Notices
  - c. Byron Station, Unit NOS. 1and 2 – Individual Notice of Consideration of Issuance of Amendments to Renewed Facility Operating Licenses, Proposed no Significant Hazards Consideration Determination, and Opportunity for a Hearing (EPID L-2018-LLA-0218)
  - d. Updated Inspection Plan for Byron Station, Units 1 and 2 (Report 05000454/2018005 and 05000455/2018005)
2. County Clerk McCall received from Charter Communications letters regarding changes in channel lineup for the following:
  - a. County of Winnebago
  - b. Township of Roscoe
  - c. Township of Harlem
  - d. Township of Rockton



# WINNEBAGO COUNTY

— ILLINOIS —

3. County Clerk McCall received the following from Charter Communications Quarterly Franchise Fee Payment Notices for the following:
  - a. Town of Roscoe, IL
  - b. Town of Rockton, IL
  - c. Harlem, IL, Township
4. County Clerk McCall received from ComEd a letter regarding the performance of vegetation management activities on distribution circuits in our area within the next few months.
5. County Clerk McCall received from Illinois Environmental Protection a letter regarding Notice of Application for Permit to Manage Waste – Description of Project: Annual groundwater management zone (GMZ) evaluation in accordance with Condition VII of Permit Modification No. 23

**Recommendation:** The Winnebago County Clerk recommends that the correspondence listed be placed on file as a part of the County Board records maintained by the County Clerk.

# **CHAIRMAN'S REPORT**

# Northern Illinois Land Bank Information Session

**Monday, September 10th**

**11:30 am—1:30 pm \*Lunch will be provided**

**Region 1 Planning Council Offices—Regional Design Center  
313 N Main Street, Rockford**

Mayor Tom McNamara and Chairman Frank Haney are hosting Brent Denzin, land bank attorney, to discuss the benefits of creating a regional land bank. Brent will provide an overview on best practices and strategies for a successful land bank.

You are invited to join the conversation and provide input to help determine how the Northern Illinois Land Bank can best be utilized in our community.

**RSVP to Eric Setter at [ESetter@r1planning.org](mailto:ESetter@r1planning.org) by Sep. 6th, 2018**

# **ADMINISTRATOR'S REPORT**

# **CONSENT AGENDA**

## RAFFLE APPLICATION REPORT

Presently the County Clerk's office has Raffle Applications submitted by  
8 different organizations for 8 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
29846	1	BURRITT TOWNSHIP HISTORY MUSEUM	09/09/2018-09/09/2018	\$2,500.00
29847	1	CHILDREN'S SAFE HARBOR, INC.	09/29/2018-09/29/2018	\$933.00
29848	1	CHRISTMAS FOR THE KIDS, INC.	10/01/2018-12/01/2018	\$1,700.00
29849	1	TOP OF ILLINOIS VETERANS STAND DOWN	09/07/2018-10/26/2018	\$250.00
29850	1	HARLEM-ROSCOE FIREFIGHTERS ASSOC.	09/07/2018-09/09/2018	\$1,300.00
29851	1	JUNIOR LEAUGE OF ROCKFORD	10/27/2018-10/27/2018	\$1,000.00

The Following Have Requested A Class B, MULTIPLE (2, 3 OR 4) LICENSE				
LICENSE #	# OF RAFFLES	NAME OF ORGANIZATION	LICENSE DATES	AMOUNT
29852	1	ROCKFORD FIREFIGHTERS LOCAL 413	09/07/2018-10/05/2018	\$4,500.00

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

The Following Have Requested A Class D, E, & F Limited Annual License				
LICENSE #	# OF RAFFLES	NAME OF ORGANIZATION	LICENSE DATES	AMOUNT
29853	1	ROCKFORD LUTHERN SCHOOLS	09/07/2018-05/22/2019	\$4,999.99

This concludes my report

Deputy Clerk Kayla Hilliard

TIANA J. MCCALL  
Winnebago County Clerk

Date 6-Sep-18

# **PUBLIC WORKS COMMITTEE**

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

**18-CR-XXX**

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

**RESOLUTION AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL  
AGREEMENT BETWEEN THE COUNTY OF WINNEBAGO AND THE VILLAGE OF  
CHERRY VALLEY FOR TRAFFIC SIGNALS AT THE NEW SCHOOL ENTRANCE ON  
PERRYVILLE ROAD AT THE INTERSECTION OF ARMER DRIVE  
(SECTION 16-00617-00-PV)**

**WHEREAS**, the County of Winnebago, Illinois ("COUNTY") is a duly organized division of local government and body politic of the State of Illinois. The COUNTY is duly created, organized, existing, and now operating under and pursuant to the provisions of a "unit of local government" as defined in Article 7, Section 1 of the Constitution of the State of Illinois, and is a "public agency" as defined in Section 2 of the Intergovernmental Cooperation Act, as amended, 5 ILCS 20/1 *et seq.* (the "**Intergovernmental Cooperation Act**"); and

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

**WHEREAS**, Article 7, Section 10(a) of the Constitution of the State of Illinois authorizes units of local government to contract or otherwise associate among themselves to obtain or share services and to exercise, combine or transfer any power or function, in any manner not prohibited by law or by ordinance. Participating units of government may use their credit, revenues, and other sources to pay costs and to service debt related to intergovernmental activities; and

**WHEREAS**, Section 3 of the Intergovernmental Cooperation Act provides that "[a]ny power or powers, privileges, functions or authority exercised or which may be exercised by a public agency of this State may be exercised, combined, transferred and enjoyed jointly with any other public agency of this State . . ."; and

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

**WHEREAS**, Rockford, Illinois Public School District 205 has constructed a new elementary school ("New School") on property within the VILLAGE and COUNTY and a new access road from Perryville Road to the New School ("Armer Drive"); and

**WHEREAS**, the parties agree that portion of Perryville Road near the New School is under COUNTY jurisdiction and Armer Drive is under VILLAGE jurisdiction; and

**WHEREAS**, in order to ensure the safety of the motoring public, the VILLAGE wishes to design, construct, install and maintain traffic signals on Perryville Road at the intersection of Armer Drive; and

**WHEREAS**, the COUNTY, through its Highway Department, shall maintain authority to set the timing of said traffic signals; and

**WHEREAS**, it would be in the public interest to enter into the attached intergovernmental agreement for traffic signals on Perryville Road at the intersection of Armer Drive for the New School.

**NOW, THEREFORE BE IT RESOLVED**, by the County Board of the County of Winnebago, Illinois that the County Board Chairman is authorized to execute on behalf of the County of Winnebago, Illinois the agreement between the County of Winnebago, Illinois and the Village of Cherry Valley, Illinois for traffic signals on Perryville Road at the intersection of Armer Drive substantially in the same form attached hereto as Exhibit A.

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

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

# EXHIBIT A

## INTERGOVERNMENTAL AGREEMENT

This Intergovernmental Agreement ("**Agreement**") is made this \_\_\_\_ day of \_\_\_\_\_, 2018, by and between the Village of Cherry Valley, Illinois (the "**VILLAGE**") and the County of Winnebago ("**COUNTY**"), and with such entities collectively referred to in this Agreement as the "**Parties**)."

### ***RECITALS:***

A. The COUNTY is a duly organized division of local government and body politic of the State of Illinois. The COUNTY is duly created, organized, existing, and now operating under and pursuant to the provisions of a "unit of local government" as defined in Article 7, Section 1 of the Constitution of the State of Illinois, and is a "public agency" as defined in Section 2 of the Intergovernmental Cooperation Act, as amended, 5 ILCS 20/1 *et seq.* (the "**Intergovernmental Cooperation Act**").

B. The VILLAGE is a duly organized body politic created under the provisions of the laws of the State of Illinois. The VILLAGE is now operating under and pursuant to the provisions of the Illinois Municipal Code, as amended (65 ILCS 5/1-1-1 *et seq.*; the "**Municipal Code**"), is a "unit of local government" as defined in Article 7, Section 1 of the Constitution of the State of Illinois, and is a "public agency" as defined in Section 2 of the Intergovernmental Cooperation Act.

C. Article 7, Section 10(a) of the Constitution of the State of Illinois authorizes units of local government to contract or otherwise associate among themselves to obtain or share services and to exercise, combine or transfer any power or function, in any manner not prohibited by law or by ordinance. Participating units of government may use their credit, revenues, and other sources to pay costs and to service debt related to intergovernmental activities.

D. Section 3 of the Intergovernmental Cooperation Act provides that "[a]ny power or powers, privileges, functions or authority exercised or which may be exercised by a public agency of this State may be exercised, combined, transferred and enjoyed jointly with any other public agency of this State . . ."

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

F. Rockford Public School District 205 has constructed a new elementary school ("New School") on property within the VILLAGE and COUNTY and new access road from Perryville Road to the New School ("Armer Drive").

G. The parties agree that portion of Perryville Road near the new school is under COUNTY jurisdiction and Armer Drive is under Village jurisdiction.

H. In order to ensure the safety of the motoring public, the Village wishes to contribute financially to the placement of traffic signals at Perryville Road and Armer Drive.

NOW, THEREFORE, the parties agree as follows:

1. Recitals. The above Recitals are incorporated in this Agreement by this reference and made part of this Agreement.

2. Pledge of Funds by the VILLAGE. The VILLAGE will design, construct, install and maintain the traffic signals at Perryville Road and Armer Drive, subject to review and approval of the Winnebago County Highway Department. The COUNTY, through its Highway Department, shall maintain authority to set the timing of the signals.

3. Village Indemnification. The VILLAGE agrees to indemnify County for and hold harmless the COUNTY from any damages, costs, judgments, or settlements paid arising out of any civil action filed in any court or before any administrative agency based on personal injury, death, or property damage in any way involving or caused in part by the traffic lights installed at Perryville Road and Armer Drive, provided the VILLAGE does not waive any defense or limits of liability under the Local Governmental and Governmental Employees Tort Immunity Act, 745 ILCS 10/1-101 *et seq.* This paragraph shall be null and void once a traffic study prepared for the County evidences a need for the traffic lights.

4. County Indemnification. The COUNTY agrees to indemnify VILLAGE for and hold harmless the VILLAGE from any damages, costs, judgments, or settlements paid arising out of any civil action filed in any court or before any administrative agency based on personal injury, death, or property damage in any way involving or caused in part by the timing of traffic lights installed or road conditions on Perryville Road in the vicinity of Armer Drive, provided the COUNTY does not waive any defense or limits of liability under the Local Governmental and Governmental Employees Tort Immunity Act, 745 ILCS 10/1-101 *et seq.*

5. Amendment. The Parties agree that this agreement and any Exhibits attached hereto may be amended only by the mutual consent of the Parties, by adoption of an ordinance by the VILLAGE approving said amendment as provided by law, and the execution of a written amendment by the Parties or their successors in interest.

6. Severability. If any provisions, covenants, agreements or portions of this Agreement or its application to any person, entity or Property is held invalid, such invalidity shall not invalidate any other portion of this Agreement. The Parties intend to be bound to this agreement even in the event that a portion of the agreement is declared invalid, in accordance with law.

7. Mailing Notices. All notices and communications in connection with this Agreement shall be in writing, and any notice, communication, or payment hereunder shall be deemed delivered to the addresses thereof two (2) days after deposit in any main branch United States Post Office, certified or registered mail, postage prepaid, or (1) day after deposit thereof with any nationally known and reputable overnight courier service, delivery charges prepaid, or on the date of delivery if personally delivered. Either party may change its address by giving Notice.

8. Addresses for Notices.

If to VILLAGE:

Village of Cherry Valley  
Attn: Village President Jim E. Claeysen  
806 E. State Street  
Cherry Valley, IL 61016

With a Copy to:

Roxanne M. Sosnowski  
Sosnowski Szeto, LLP  
6735 Vistagreen Way  
Rockford, IL 61107

If to COUNTY:

County of Winnebago  
Frank Haney  
Winnebago County Administration Building  
404 Elm Street, Room 533  
Rockford, IL 61101

With a Copy to:

Winnebago County States Attorney  
Joseph P. Bruscato  
400 State Street, Ste. 804  
Rockford, IL 61105

9. Entire Agreement. This Agreement supersedes all prior agreements and negotiations and is a full integration of the entire agreement of the Parties.
10. Benefit. All covenants, agreements, and provisions contained in this Agreement shall be binding upon and inure to the benefit of the Parties hereto, their respective

successors and assigns. This Agreement is entered into solely for the benefit of the parties and nothing in this Agreement is intended, either expressed or implied, to provide any right or benefit of any kind whatsoever to any person or entity that is not a party to this Agreement or to establish or impose any legal duty to any third party.

**{SIGNATURE PAGE TO FOLLOW}**

IN WITNESS WHEREOF, the Parties hereto have executed this Intergovernmental Agreement on the date first written above.

WINNEBAGO COUNTY

VILLAGE OF CHERRY VALLEY

By:

\_\_\_\_\_  
Frank Haney  
County Board Chairman

By:

\_\_\_\_\_  
Jim E. Claeysen  
Village President

ATTEST:

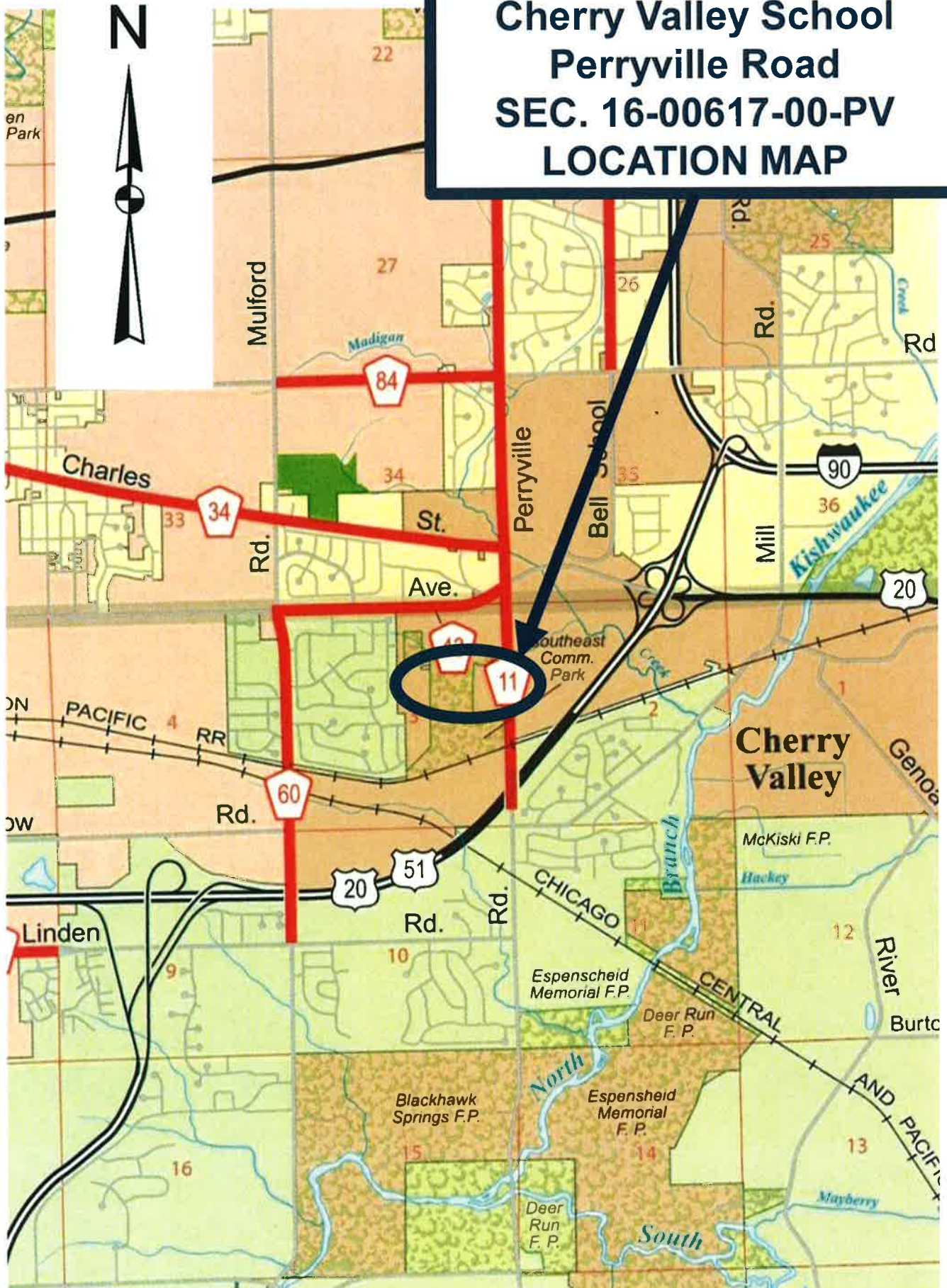
\_\_\_\_\_  
Tiana McCall  
Winnebago County Clerk

ATTEST:

\_\_\_\_\_  
Kathy Trimble  
Village Clerk



**Cherry Valley School  
Perryville Road  
SEC. 16-00617-00-PV  
LOCATION MAP**



# **ZONING COMMITTEE**

**Attachment**  
**ZONING COMMITTEE**  
**OF THE COUNTY BOARD AGENDA**  
September 6, 2018

**PLANNING AND/OR ZONING REQUESTS: NONE**

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1. **COMMITTEE REPORT (ANNOUNCEMENTS)** - *for informational purposes only; not intended as a public notice*:
  - Chairman, Brian Erickson, hereby announces that a *Zoning Board of Appeals (ZBA)* meeting is scheduled for Wednesday, **September 12, 2018**, at 5:30 p.m. in Room 303 of the County Administration Building. The following petitions are on the agenda for consideration:
    - V-03-18 A Variation to Allow a Front Yard Setback of 15 Feet Instead of the Required Established Building Setback of 50 Feet in the CG, General Commercial District for property commonly known as 14440 Dearborn Ave., South Beloit, IL 61080 in Roscoe Township, District 4.
    - V-04-18 A Variation to Waive the Required Number of Off-Street Parking Spaces (to Allow No Off-Street Parking) for a Not-for-Profit Private Recreational Use Authorized by Special Use Permit in the RR, Rural Residential District for property commonly known as 916 & XXX Concord Ave., Rockford, IL, 61102 in Rockford Township, District 18.
    - V-05-18 A Variation to Allow a Front Yard Setback of 0 Feet Instead of the Required Min. Setback of 30 Feet (and/or the Established Building Setback of 60 Feet) in the AG, Agricultural Priority District for property commonly known as 8612 Burr Oak Road, Roscoe, IL 61073 in Harlem Township, District 7.
    - SU-03-18 A Special Use Permit for a Wedding and/or Reception Facility in the AG, Agricultural Priority District for property commonly known as 3013 W. Rockton Road, Rockton, IL 61072 in Rockton Township, District 2.
  - Chairman, Brian Erickson, hereby also announces that a *Zoning Board of Appeals (ZBA)* meeting is scheduled for Tuesday, **September 18, 2018**, at 5:30 p.m. in Room 303 of the County Administration Building. The following petition is on the agenda for consideration:
    - V-06-18 A Variation to Allow a Structure (Batch/Drum Plant with Accessory Components such as a Silo, Conveyor, etc.) to be 80 Feet in Height Instead of the Permitted Height of 50 Feet in the AG, Agricultural Priority District for property commonly known as 11200 N. Main Street, Rockton, IL 61072 in Rockton Township, District 2.
  - Chairman, Jim Webster, hereby announces that the next *Zoning Committee (ZC)* meeting is *tentatively* scheduled for Wednesday, **September 26, 2018**, at 5:30 p.m. in Room 303 of the County Administration Building.

# **ECONOMIC DEVELOPMENT COMMITTEE**

SPONSORED BY: FRED WESCOTT

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

SUBMITTED BY: ECONOMIC DEVELOPMENT COMMITTEE

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

RESOLUTION AUTHORIZING EXECUTION OF AN ECONOMIC DEVELOPMENT  
AGREEMENT WITH BERGSTROM, INC.

WHEREAS, the County is a duly organized and existing county created under the provisions of the laws of the State of Illinois, and is now operating under and pursuant to the provisions of the Counties Code, as amended (55 ILCS 5/1 *et seq.*); and

WHEREAS, Section 5-1005(21) of the Counties Code (55 ILCS 5/5-1005(21)) authorizes counties to appropriate and expend funds from the county treasury for economic development purposes, including the making of grants to any other governmental entity or commercial enterprise deemed necessary or desirable for the promotion of economic development in the county; and

WHEREAS, Bergstrom, a designer and manufacturer of cab climate systems for heavy-duty commercial trucks, off-highway machines, and specialty vehicles is planning a \$2.5 million expansion of its manufacturing operation at its world headquarters in Rockford, Illinois to build plastic housings for its heating, ventilation, and air conditioning components (the "Project"); and

WHEREAS, on August 20, 2018, the City Council of the City of Rockford, Illinois (the "City"), approved a development agreement with Bergstrom that provides \$250,000 in Community Development Block Grant ("CDBG") funds for Bergstrom's purchase of industrial equipment contingent in part on Bergstrom creating 25 new, permanent full-time equivalent jobs in connection with the Project at Bergstrom's facility at 5910 Falcon Drive in Rockford, Illinois; and

WHEREAS, the Project will create job opportunities and provide for economic development within the County; and

WHEREAS, the County wishes to support the Project and, thereby, contribute to the economic growth within the County; and

WHEREAS, the County wishes to pledge a portion of its Host Fee revenue in support of the Project; and

WHEREAS, there are compelling public interests in improving the health, welfare and quality of life of the County's citizens and providing for economic development that supports local businesses and the creation of sustainable jobs.

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 Economic Development Agreement between the County of Winnebago and Bergstrom, Inc., in substantially the same form as that set forth in Exhibit A, attached hereto.

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

Respectfully submitted,

**ECONOMIC DEVELOPMENT  
COMMITTEE**

**AGREE**

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

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

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

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

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

**DISAGREE**

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

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

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

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

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

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

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

Attested by:

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

**ECONOMIC DEVELOPMENT AGREEMENT BY AND BETWEEN  
THE COUNTY OF WINNEBAGO, ILLINOIS AND  
BERGSTROM, INC.**

This Economic Development Agreement ("Agreement") is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2018, by and between The County of Winnebago, Illinois (the "County") and Bergstrom, Inc. ("Bergstrom").

WHEREAS, the County is a duly organized and existing county created under the provisions of the laws of the State of Illinois, and is now operating under and pursuant to the provisions of the Counties Code, as amended (55 ILCS 5/1 *et seq.*); and

WHEREAS, Section 5-1005(21) of the Counties Code (55 ILCS 5/5-1005(21)) authorizes counties to appropriate and expend funds from the county treasury for economic development purposes, including the making of grants to any other governmental entity or commercial enterprise deemed necessary or desirable for the promotion of economic development in the county; and

WHEREAS, Bergstrom, a designer and manufacturer of cab climate systems for heavy-duty commercial trucks, off-highway machines, and specialty vehicles is planning a \$2.5 million expansion of its manufacturing operation at its world headquarters in Rockford, Illinois to build plastic housings for its heating, ventilation, and air conditioning components (the "Project"); and

WHEREAS, on August 20, 2018, the City Council of the City of Rockford, Illinois (the "City"), approved a development agreement with Bergstrom that provides \$250,000 in Community Development Block Grant ("CDBG") funds for Bergstrom's purchase of industrial equipment contingent in part on Bergstrom creating 25 new, permanent full-time equivalent jobs in connection with the Project at Bergstrom's facility at 5910 Falcon Drive in Rockford, Illinois; and

WHEREAS, the Project will create job opportunities and provide for economic development within the County; and

WHEREAS, the County wishes to support the Project and, thereby, contribute to the economic growth within the County; and

WHEREAS, the County wishes to pledge a portion of its Host Fee revenue in support of the Project; and

WHEREAS, there are compelling public interests in improving the health, welfare and quality of life of the County's citizens and providing for economic development that supports local businesses and the creation of sustainable jobs.



NOW, THEREFORE, the County and Bergstrom do hereby agree to the following:

**SECTION 1. Incorporation.**

The above Preambles to this Agreement are hereby declared to be the findings of the parties and that said Preambles and any and all exhibits referred to in the Preambles and this Agreement are incorporated if fully set forth in this Section 1.

**SECTION 2. Bergstrom's Obligations.**

2.1 In consideration for the receipt of the County's Host Fee revenue as specified hereinafter, Bergstrom agrees to (i) implement the Project, and (ii) abide by and fulfill all the terms and conditions set forth in the Development Agreement by and between the City of Rockford and Bergstrom, Inc., attached to this Agreement as Exhibit 1, including but not limited to the verified job creation of a minimum of twenty five (25) new, permanent, full time equivalent (FTE) positions at Bergstrom's facility at 5910 Falcon Drive, Rockford, Illinois, within two years of Bergstrom signing the original of Exhibit 1 and retaining 375 employees who work in Bergstrom's facilities in Rockford, Illinois within five years of Bergstrom signing the original of Exhibit 1.

2.2 Upon request by the County, Bergstrom agrees to provide the County the same documentation Bergstrom is required to provide the City of Rockford in Exhibit 1 in regards to job creation and retention.

2.3 Bergstrom agrees to reimburse the County on a pro-rated basis if Bergstrom fails to satisfy its obligations under Section 2.1 of this Agreement. The formula for the prorated amount shall be ten thousand dollars (\$10,000) for each and every created and retained FTE position fewer than the number of required created and retained FTE positions in Exhibit 1. For example, if Bergstrom creates 20 instead of 25 new, permanent FTE positions within two years of Bergstrom signing the original of Exhibit 1, Bergstrom would reimburse the County \$50,000.

**SECTION 3. County's Obligations.**

3.1 The County shall pay Bergstrom One Hundred Twenty Five Thousand Dollars (\$125,000) on November 1, 2018, and One Hundred Twenty Five Thousand Dollars (\$125,000) on November 1, 2019, to support the Project, for a total of Two Hundred Fifty Thousand Dollars (\$250,000), which payments are found to be of direct economic benefit to the County.

3.2 The County shall only apply County Host Fees to said payments in section 3.1 of this Agreement.

3.3 In the event said Development Agreement between the City of Rockford and Bergstrom, Inc., terminates other than for expiration of term, the obligation of the County to make Host Fee payments to Bergstrom under this Agreement shall be null and void.

#### **SECTION 4. Term.**

This Agreement shall commence on the date of execution, and shall expire when all of Bergstrom's obligations have been satisfactorily fulfilled.

#### **SECTION 5. Governing Law.**

This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois and the forum of any dispute shall be in Winnebago County, Illinois.

#### **SECTION 6. Amendment.**

This Agreement may be amended only by the mutual consent of the parties, by a written instrument specifically referencing this Agreement.

#### **SECTION 7. Notices.**

All notices, and other communications between the parties shall be in writing and shall be mailed by certified mail, return receipt requested, postage prepaid, or delivered personally, to the parties at the following addresses, or at such addresses as the parties may, by notice, designate:

##### For the County

Winnebago County Board Administrator Carla Paschal  
Winnebago County Administration Building  
404 Elm Street, 5<sup>th</sup> Floor  
Rockford, Illinois 61101

##### For Bergstrom

Mr. Dan Giovannetti  
Bergstrom, Inc.  
2390 Blackhawk Road  
P.O. Box 6007  
Rockford, Illinois 61125

#### **SECTION 8. Independent Contractor.**

Except as otherwise provided herein, it is agreed the County is interested only in the results obtained and that Bergstrom shall perform as an independent contractor with the sole control of the manner and means of performing the services required under this Agreement. Except as otherwise stated in this Agreement, Bergstrom shall complete this Agreement according to Bergstrom's own means and methods of work which shall be in the exclusive charge and control of Bergstrom and which shall not be subject to control of supervision by the County except as to the results of the work. Bergstrom for all purposes arising out of this Agreement is an independent contractor, and neither party's employees shall be deemed an employee of the other by reason of this Agreement.

**SECTION 9. Indemnification.**

Bergstrom, its subcontractors and agent(s) hereby release and covenant and agree to indemnify and save harmless the County, its representatives, officers, elected and appointed officials, agents, and employees ("County Representatives") from any and all claims, causes of action, demands for damages, suits, either in law or equity, or expenses or liabilities of any kind, arising out of or virtue of the execution and performance of this Agreement or any other agreement entered into pursuant to this Agreement. In the event that any action or proceeding is brought against the County, its representatives, officers, elected and appointed officials, agents and/or its employees by reason of any such claim or demand, other than a claim or demand arising out of the willful misconduct or gross negligence of the County or any County Representatives, Bergstrom shall, at its sole cost and expense, resist or defend such action or proceeding.

**SECTION 10. Severability.**

If any provision, covenant or portion of this Agreement is held invalid, such invalidity shall not affect the application or validity of any other provisions, covenants or portions of this Agreement.

**SECTION 11. Entire Agreement.**

This Agreement supersedes all prior agreements, negotiations and exhibits and is a full integration of the entire agreement of the parties.

**SECTION 12. Counterparts.**

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and shall constitute one and the same instrument.

**SECTION 13. Authority.**

The persons signing below represent and warrant that they have the requisite authority to bind the party on whose behalf they are signing.

**IN WITNESS WHEREOF**, the Parties have executed this Agreement on the date and year first above written.

**BERGSTROM, INC.**

**COUNTY OF WINNEBAGO, ILLINOIS**  
an Illinois body politic and corporate

\_\_\_\_\_  
Dan Giovannetti

CFO

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

\_\_\_\_\_  
Frank Haney

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

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

Attest: \_\_\_\_\_

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

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

**DEVELOPMENT AGREEMENT BY AND BETWEEN  
THE CITY OF ROCKFORD AND  
BERGSTROM, INC.**

THIS AGREEMENT, entered into this day \_\_\_\_ of August, 2018, by and between the City of Rockford, an Illinois municipal corporation (hereinafter referred to as the "City"), and **BERGSTROM, INC.** (hereinafter referred to as the "Recipient");

WHEREAS, the City has agreed to fund the financial assistance request by the Recipient for the purchase of industrial equipment to be located at 5910 Falcon Rd, Rockford, Illinois (the "Project"), said address being located within the City of Rockford on the terms and conditions provided herein; and

WHEREAS, the Recipient proposes to use CDBG funds for the purchase of industrial equipment; an eligible activity under the national objective of Low and Moderate Jobs Presumed Benefit; and

WHEREAS, funds for this grant have been secured under CFDA No. 14-218, Community Development Block Grant (CDBG); and

NOW, THEREFORE, the City and the Recipient do hereby agree to the following:

**I. DEFINITIONS**

For the purposes of compliance with and within the context of this agreement, the parties hereto accept the following:

- A. CDBG Funds. Community Development Block Grant funds received by the City from the U.S. Department of Housing and Urban Development ("HUD"), the use of which is defined within applicable legislation and regulations (24 CFR Part 570). In the event CDBG funds are no longer available to the City due to reasons beyond the control of the City, the obligations to make payments of CDBG funds under this Agreement shall be null and void, and no payments from other sources shall be due to the Recipient.
- B. LMJP. Low and Moderate Jobs Presumed Benefit activities result in the creation of jobs, for which it may be presumed that 51% will be held by or made available to individuals who are low-moderate income in accordance with 24 CFR 570.208(a)(4)(v).
- C. Public Benefit. Economic Development projects funded with Community Development Block Grant dollars must fulfill public benefit standards set forth by 24 CFR 570.209(b). The project threshold for meeting the public benefit standard is 1.0



FTE per \$50,000 or minimum of 1.0 LMI individual served per \$1,000 of CDBG funds. All projects funded in a program year are subject to the aggregate public benefit of 1.0 FTE per \$35,000 or the minimum of 1.0 LMI individual served per \$350 of CDBG funds.

## II. AWARD OF FUNDS

A. National Objective. The City has determined that the Project eligible for the award of CDBG funds by fulfilling the LMJP National Objective of the CDBG program. The Project is located in census tract 9800 and meets the presumption criteria under 570.208(a)(4)(v), as demonstrated by Exhibit C.

B. Grant. The City shall distribute to Recipient CDBG funds in an amount not to exceed Two Hundred Fifty Thousand Dollars (\$250,000.00) for its eligible purchases of equipment, payable as follows:

The City shall pay the Recipient \$125,000.00 after receiving documentation verifying Recipient's eligible expenses for industrial equipment that will increase employment at 5910 Falcon Rd, Rockford, Illinois. The City will pay an additional \$125,000 upon verified job creation of 25 FTE positions.

The project has been reviewed and estimated costs for the requirements of this project are approximately **\$1,456,992.00**. The project will consist of the purchase of three plastic injection molding machines which will increase employment at 5910 Falcon Rd, Rockford, IL.

Any changes to the project design(s), location, or the estimated cost would require an additional review and approval by City of Rockford staff and IHPA to determine compliance with all CDBG regulations prior to dispersal of payments. Any change in location shall be within the City of Rockford and said location change shall be submitted for approval to the City Administrator. The City Administrator shall have the authority to approve or deny said change. The ultimate determination as to compliance with CDBG regulations for disbursement shall be at the sole discretion of the City Administrator.

C. The City of Rockford strongly encourages the use of local, minority, and women owned businesses when considering subcontractors for City bids or requests for proposals. You can find information on MBE/WBE businesses certified by the City here: <https://rockfordil.gov/city-departments/finance/central-services/purchasing/>. Local businesses can be found through the Chamber of Commerce [www.rockfordchamber.com](http://www.rockfordchamber.com) and the Northern Illinois Building Contractors Association [www.nibca.build](http://www.nibca.build).

- D. Eligible Expenses. The Grant funds are limited to eligible expenses defined in 24 CFR 570.203(a) & (b) for special economic development activities including purchase of equipment as a form of support for a private for-profit business. Exhibit A represents the proposed eligible expenses for the project. Any changes to the proposed expenses must be reviewed and approved by the City prior to inclusion to the project and reimbursement.
- E. Employment Relocation Assistance. The Project will result in the relocation of 7.0 FTE positions from the San Antonio labor market, which does not constitute a significant loss of jobs. The Recipient's statement on employment relocation is attached in Exhibit D.

### III. RECIPIENT OBLIGATIONS

- A. LMJ Creation. The Recipient agrees to create a minimum of 25.0 new, permanent, FTE positions. The anticipated FTE position is identified in Exhibit B. These positions are presumed to be filled by a low-to-moderate income individual as the jobs created at 5910 Falcon Rd are located in census tract 9800 with over 20% poverty and demonstrates blight as evidenced by all block groups having over 20% poverty, as provided by 24 CFR 570.208(a)(4)(iv). This presumption is documented in Exhibit C. The Recipient will report job numbers to the City annually or upon written request by the City. Creation of a minimum of 25.0 FTE satisfies the public benefit standard.
- B. Records. The Recipient agrees to have available to the City, upon request, all its books, documents, papers and records (excluding employee health and medical records) reasonably required by the City to determine compliance with applicable law relevant to this Agreement for inspection, and during normal business hours, by the administrator of this Agreement for the City, HUD, and the Comptroller General of the United States, or their duly authorized representatives concerning charges, fees, expenses and costs under this Agreement. The Recipient shall provide an annual report to the City in order to provide required reporting to HUD.
- B. Grant Expenditures. The Recipient shall utilize the CDBG funds provided by the City for purchase of industrial equipment at the project address of 5910 Falcon Rd, Rockford, IL.
- C. The Recipient must adhere to all applicable City of Rockford Building Code and Zoning regulations as required.
- D. The Recipient is required to obtain employment of 375 employees in the City of Rockford within two years of the signing of this development agreement and maintain

375 employees in the City of Rockford within five year of signing of the development agreement.

#### **IV. TERM**

This Agreement shall commence on the date of execution, and shall expire when all of the Recipient's obligations have been satisfactorily fulfilled.

#### **V. REPORTS**

A. Final Report. At the conclusion of this Agreement, the Recipient shall provide to the City a report which shall include at least: A statement of the final costs to perform the project.

#### **VI. INDEMNIFICATION**

The Recipient, its subcontractors and agents(s) hereby release and covenant and agree to indemnify and save harmless the City of Rockford, its representatives, officers, agents and employees ("City Representatives") from any and all claims, causes of action, demands for damages, suits, either in law or in equity, or expenses or liabilities of any kind, arising out of or virtue of the execution and performance of this Agreement or any other Agreement entered into pursuant to this Agreement. In the event that any action or proceeding is brought against the City, its representatives, officers, agents and/or its employees by reason of any such claim or demand, other than a claim or demand arising out of the willful misconduct or gross negligence of the City or any City Representatives, or any inaccuracy of the City Information the Recipient will, at its sole cost and expense, resist or defend such action or proceeding.

#### **VII. INDEPENDENT CONTRACTOR**

Except as otherwise provided herein, it is agreed that the City is interested only in the results obtained and that the Recipient shall perform as an independent contractor with the sole control of the manner and means of performing the services required under this Agreement. Except as otherwise stated in this Agreement, the Recipient shall complete this Agreement according to the Recipient's own means and methods of work which shall be in the exclusive charge and control of the Recipient and which shall not be subject to control or supervision by the City except as to the results of the work. The Recipient for all purposes arising out of this Agreement is an independent contractor, and neither party's employees shall be deemed an employee of the other by reason of this Agreement.

## VIII. COMPLIANCE WITH LAW

- A. General. In all matters pertaining to the execution of this Agreement, the Recipient shall conform strictly to all federal, state and municipal laws, applicable rules and regulations, and any and all amendments thereto, and to the methods and procedures of all governmental boards, bureaus, offices, commissions and other agencies. The Recipient agrees to comply with all requirements as promulgated by Part K of the CDBG regulations, as well as the terms and conditions in the Community Development Block Grant Agreement and HUD assurances.
- B. Federal Labor Standards (29 CFR Parts 3, 5 and 5(a)): For contracts in excess of \$2,000.00 for any work involving construction, completion, rehabilitation, or repair, the Recipient shall comply with the Davis-Bacon Act as amended (40 USCS 276 (a)-7), requiring that laborers and mechanics be paid at least the prevailing wage rates in the locality as established by the Secretary of Labor, and that wages be paid at least once a week; provided, however, that if wage rates higher than those required under such regulations are imposed by state or local law, nothing hereunder is intended to relieve the Recipient of its obligation, if any, for payment of higher rates. No contract award shall be made to any contractor who is at the time ineligible under the provisions of any applicable regulations of the Department of Labor to receive an award to such contract.

The Davis Bacon Act is further codified in subchapter IV of chapter 31 of title 40 of the United States Code. The Davis Bacon Act requires each contract over \$2,000, "to which the Federal Government or district of Columbia is a party, for construction, alteration or repair, including painting and decorating, of public buildings and public works... shall contain a provision stating the minimum wages to be paid" to "all mechanics and laborers employed directly upon the site of work." The minimum wages to be paid are those that the Secretary of Labor determines to be prevailing for the corresponding classes of laborers and mechanics employed on projects of a character similar to the contract work in the locality where the work is to be performed.

Section 1606 of The American Recovery and Reinvestment Act of 2009 (ARRA) plainly indicates that the Davis-Bacon prevailing wage requirement broadly applies to ARRA-appropriated construction projects.

- C. For construction contracts in excess of \$2,000.00 and other contracts in excess of \$2,500.00 involving the employment of laborers and mechanics, except for residential structures with less than eight (8) units, the Recipient shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 USCS 327-330), requiring that overtime wages of laborers and mechanics be computed at one and one-half times the basic hourly rate (40 hours/weeks standards), and that safe and healthy work surroundings and conditions shall be provided.

- D. Copeland "Anti-Kickback" Act (18 USCS 874) as supplemented in Department of Labor regulations (29 CFR Part 3). The Recipient shall be prohibited from inducing, by any means, any person employed in the construction, completion or repair of public work, to give up any part of the compensation to which he is otherwise entitled.
- E. Non-Discrimination. In carrying out the employment obligations of this Agreement, the Recipient shall not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, national origin, mental disability, physical handicap or sexual preference. The Recipient shall take affirmative action to insure that applicants for employment are hired, managed and supervised without regard to their race, color, religion, age, sex, national origin, mental disability, physical handicap or sexual preference. Such action shall include, but not be limited to the following: Employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Recipient shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Federal government setting forth the provisions of this nondiscrimination clause. The Recipient shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, age, sex, national origin, mental disability, physical handicap or sexual preference.
- F. Administrative Assistance. At the request of the Recipient, the appropriate departments of the City shall provide appropriate technical assistance to the Recipient in complying with these laws and regulations as part of the City monitoring process.
- G. Conflict of Interest. The City hereby covenants and agrees that no member of City Council nor any other public official, who exercises any functions or responsibilities with respect to this program during the individual's term or for one year thereafter, shall have any personal or financial interest, direct or indirect, other than the employee's salary in the Project. The Recipient declares that no "persons covered", as defined by the City's CDBG Conflict of Interest policy are receiving an actual or perceived benefit, directly or indirectly, from this project.
- H. Section 3 of the Housing and Urban Development Act of 1968. Section 3 requires that, the work to be performed under this contract is on a project assisted under a program providing direct federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968 as amended (12 USC 1701 u.). Section 3 requires that to the greatest extent feasible, opportunities for training and employment arising in connection with the planning and carrying out of this project shall be given to lower income persons residing within the City of Rockford or

Metropolitan Area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the City of Rockford or the Metropolitan Area.

**1. Determination and Definitions (Section 3)**

Dollar Thresholds: A project is determined to be covered by Section 3 requirements based on the amount of HUD assistance the developer and the project receive. If the amount of the assistance exceeds \$200,000 as a recipient, certain Section 3 obligations apply. However, for a developer, certain Section 3 obligations apply if the aggregate amount of assistance received by the developer from the City for all the developer's projects with the City exceeds \$200,000. If on the same project there are contracts and subcontracts in excess of \$100,000, obligations will be passed on to the Contractor and subcontractor (s). If the developer or recipient also acts as the general Contractor for a project, the amount of assistance need only exceed \$100,000 for Section 3 requirements to apply. If the dollar threshold(s) for assistance is met, Section 3 requirements apply to the entire project or activity, regardless of whether the project or activity is fully or partially funded with HUD assistance.

Section 3 covered projects are those projects that involve construction, reconstruction, conversion or rehabilitation of housing, and other publicly-funded construction including other buildings or improvements, regardless of ownership.

**2. Compliance**

Compliance with the provisions of Section 3 of the Housing and Urban Development Act of 1968 as amended (12 U.S.C. 1701), the regulations set forth in 24 CFR 135, 24 CFR 570.607 (b), and all applicable rules and orders issued hereunder prior to the execution of this Agreement, is a condition of the federal financial assistance provided under this Agreement and binding upon the City, and any Recipient. Failure to fulfill these requirements shall subject the City, Recipient, their successors and assigns, to those sanctions specified by the agreement through which federal assistance is provided. The Recipient certifies and agrees that no contractual or other disability exists which would prevent compliance with these requirements.

Recipient further agrees to include the following language in all subcontracts executed under this Agreement and will submit a Section 3 Report (See Exhibit C) at project completion.

“The work performed to be under this Contract is a project assisted under a program providing direct federal financial assistance from U.S. Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968 as amended (12 U.S.C. 1701). Section 3 requires that, to the greatest extent feasible, opportunities for

training and employment be given to lower income residents of the project area and Contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part, by persons residing in the area of the project.”

### **3. Subcontracts**

Recipient will take appropriate action pursuant to any subcontract upon a finding that the sub-Recipient is in violation of these provisions. Recipient will not subcontract with any sub-Recipient where it has notice or knowledge that the latter has been found in violation of regulations under 12 U.S.C. 1701, 24 CFR 135 or 24 CFR 570.607 (b) and will not enter into any subcontract unless the sub-Recipient has first provided it with a preliminary statement of ability to comply with the requirements of these provisions.

## **IX. LIAISON**

The Director of the Department of Community and Economic Development shall designate one member of the City staff to serve as liaison with the Recipient.

## **X. TERMINATION**

A. Events Causing Termination. This Agreement shall terminate upon any of the following events:

1. Voluntary or involuntary dissolution of the Recipient,
2. Expiration of the term of this Agreement as set forth in Section IV, above.
3. Termination by the City for cause pursuant to Section X.B., below.

B. Termination for Cause. If, through any cause, the Recipient shall fail to fulfill in timely and proper manner its obligations under this Agreement, or if the Recipient shall violate any of the covenants, agreements or stipulations of this contract, the City shall thereupon have the right to terminate this Agreement by giving written notice to the Recipient of such termination specifying the effective date of such termination, as least sixty (60) days before the effective date of such termination. In the event that the Recipient corrects or cures said default to the satisfaction of the City prior to said date, this Agreement shall not be terminated for cause by the City.

C. Liabilities Upon Termination. In event of termination, all finished or unfinished documents, data, studies and reports prepared by the Sub-recipient under this Agreement shall, at the option of the City be turned over to the City and become its property, and the Sub-recipient shall be entitled to receive just and equitable compensation for any satisfactory work or services rendered prior to termination. Additionally, if termination is

for other than expiration of term, all grant funds held by the Sub-recipient shall be returned to the City, and the City may exercise its rights in any deferred mortgage lien filed against property held by the Sub-recipient. Notwithstanding the above, the Sub-recipient shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the Agreement, and the City may withhold any payments to the Sub-recipient for the purpose of setoff until such time as the exact amount of damages due the City from the Sub-recipient is determined

D. Remedies Other Than Termination. Should review of Recipient performance show Recipient has materially breached the terms or conditions herein, the Recipient shall be in breach of this Agreement, and the City may take appropriate actions as it deems necessary, including but not limited to temporary withholding or reduction of payment, suspension of program operations, or any remedy expressly granted to City as prescribed by the Rules and Regulations of the Office of Management and Budget of the United States Government and the United States Department of Housing and Urban Development. The selection of a remedy other than termination, shall not prevent the City from subsequently terminating this Agreement as described herein.

E. Reversion of Recipient Property Upon Termination. Except as otherwise provided herein, upon termination of this Agreement, for any reason whatsoever, all records with regard to the use of Community Development Block Grant funds shall become property of the City.

## **XI. ADMINISTRATION**

The terms and provisions of this Agreement shall be administered on behalf of the City by its Director of Community and Economic Development. Unless law otherwise requires, all necessary notices, submissions and approvals shall be given to or by the Director.

## **XII. NOTICES**

All notices, approvals, demands, requests or other documents required or permitted under this Agreement, other than routine communications necessary for the day-to-day operation of this program, shall be deemed properly given if hand delivered or sent by registered United States mail, postage prepaid, return receipt requested, to the following addresses:

AS TO THE CITY:                      Director  
   Department of Community and Economic Development  
   City of Rockford  
   425 East State Street  
   Rockford, Illinois 61104

AS TO THE RECIPIENT:      Mr. David Rydell  
   Bergstrom, Inc.  
   5910 Falcon Road  
   Rockford, Illinois 61109

### **XIII. AMENDMENTS**

This Agreement may be amended by written instrument executed by the parties hereto, acting therein by their duly authorized representatives.

### **XIV. SEVERABILITY**

If any term or provision of this Agreement of the application thereof to any person or circumstances shall to any extent be held invalid or unenforceable the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each remaining term and provision hereof shall be deemed valid and be enforced to the fullest extent permitted by law.

### **XV. GOVERNING LAW**

Except as otherwise provided herein, this Agreement shall be governed by and construed in accordance with the laws of the State of Illinois and the Ordinances of the City of Rockford.

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

CITY OF ROCKFORD, a municipal corporation by and through its Department of Community and Economic Development,

By: \_\_\_\_\_  
Thomas P. McNamara, Mayor

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

Attest: \_\_\_\_\_  
Nicholas O. Meyer, Legal Director

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

By: \_\_\_\_\_  
Dan Giovannetti, CFO, Bergstrom, Inc.

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

Exhibit A

Sources and Uses

Sources		Uses	
Chase Bank, Line of Credit	\$1,206,992	(2) 1000 lb plastic injection molding press	\$1,110,946
City of Rockford, Community Development Block Grant	\$250,000	600 lb plastic injection molding press	\$346,046
Total	\$1,456,992	Total	1,456,992

Exhibit B

Job Creation – 5910 Falcon Road

Position	#	New	Transfer from TX
Material Handler	4	4	0
Planner	1	1	0
Press Operator	15	11	4
Process Technician	2	0	2
Production Supervisor	1	0	1
Quality Inspector	1	1	0
Plastic Engineer	1	1	0
Tool Maker	1	1	0

The map displays the boundaries of Census Tract 9800, which is shaded in light gray. The tract is divided into numerous smaller areas, each labeled with a numerical value representing a poverty-related metric. These values include 38.01, 36.01, 36.02, 36.05, 36.06, 36.04, 33, 34, 35, 32, 31, 30, 23.01, 23.02, 24, 25, 26, 29, 27, 28, 10, 11, 13, 14, 15, 17, 16, 18, 20, 19, 37.09, 37.10, 37.08, 37.07, 37.06, 37.11, 37.05, 5.12, 5.10, 5.04, 5.06, 5.07, 5.02, 5.01, 5.13, 5.14, 4.03, 4.02, 4.01, 5.06, 2230.09, 1.03, 42, 24, 22, 21, 20, 12, 8, 7, 6, 5, 4, 3, 2, 1, 0.01, 0.02, 0.03, 0.04, 0.05, 0.06, 0.07, 0.08, 0.09, 0.10, 0.11, 0.12, 0.13, 0.14, 0.15, 0.16, 0.17, 0.18, 0.19, 0.20, 0.21, 0.22, 0.23, 0.24, 0.25, 0.26, 0.27, 0.28, 0.29, 0.30, 0.31, 0.32, 0.33, 0.34, 0.35, 0.36, 0.37, 0.38, 0.39, 0.40, 0.41, 0.42, 0.43, 0.44, 0.45, 0.46, 0.47, 0.48, 0.49, 0.50, 0.51, 0.52, 0.53, 0.54, 0.55, 0.56, 0.57, 0.58, 0.59, 0.60, 0.61, 0.62, 0.63, 0.64, 0.65, 0.66, 0.67, 0.68, 0.69, 0.70, 0.71, 0.72, 0.73, 0.74, 0.75, 0.76, 0.77, 0.78, 0.79, 0.80, 0.81, 0.82, 0.83, 0.84, 0.85, 0.86, 0.87, 0.88, 0.89, 0.90, 0.91, 0.92, 0.93, 0.94, 0.95, 0.96, 0.97, 0.98, 0.99, 1.00, 1.01, 1.02, 1.03, 1.04, 1.05, 1.06, 1.07, 1.08, 1.09, 1.10, 1.11, 1.12, 1.13, 1.14, 1.15, 1.16, 1.17, 1.18, 1.19, 1.20, 1.21, 1.22, 1.23, 1.24, 1.25, 1.26, 1.27, 1.28, 1.29, 1.30, 1.31, 1.32, 1.33, 1.34, 1.35, 1.36, 1.37, 1.38, 1.39, 1.40, 1.41, 1.42, 1.43, 1.44, 1.45, 1.46, 1.47, 1.48, 1.49, 1.50, 1.51, 1.52, 1.53, 1.54, 1.55, 1.56, 1.57, 1.58, 1.59, 1.60, 1.61, 1.62, 1.63, 1.64, 1.65, 1.66, 1.67, 1.68, 1.69, 1.70, 1.71, 1.72, 1.73, 1.74, 1.75, 1.76, 1.77, 1.78, 1.79, 1.80, 1.81, 1.82, 1.83, 1.84, 1.85, 1.86, 1.87, 1.88, 1.89, 1.90, 1.91, 1.92, 1.93, 1.94, 1.95, 1.96, 1.97, 1.98, 1.99, 2.00, 2.01, 2.02, 2.03, 2.04, 2.05, 2.06, 2.07, 2.08, 2.09, 2.10, 2.11, 2.12, 2.13, 2.14, 2.15, 2.16, 2.17, 2.18, 2.19, 2.20, 2.21, 2.22, 2.23, 2.24, 2.25, 2.26, 2.27, 2.28, 2.29, 2.30, 2.31, 2.32, 2.33, 2.34, 2.35, 2.36, 2.37, 2.38, 2.39, 2.40, 2.41, 2.42, 2.43, 2.44, 2.45, 2.46, 2.47, 2.48, 2.49, 2.50, 2.51, 2.52, 2.53, 2.54, 2.55, 2.56, 2.57, 2.58, 2.59, 2.60, 2.61, 2.62, 2.63, 2.64, 2.65, 2.66, 2.67, 2.68, 2.69, 2.70, 2.71, 2.72, 2.73, 2.74, 2.75, 2.76, 2.77, 2.78, 2.79, 2.80, 2.81, 2.82, 2.83, 2.84, 2.85, 2.86, 2.87, 2.88, 2.89, 2.90, 2.91, 2.92, 2.93, 2.94, 2.95, 2.96, 2.97, 2.98, 2.99, 3.00, 3.01, 3.02, 3.03, 3.04, 3.05, 3.06, 3.07, 3.08, 3.09, 3.10, 3.11, 3.12, 3.13, 3.14, 3.15, 3.16, 3.17, 3.18, 3.19, 3.20, 3.21, 3.22, 3.23, 3.24, 3.25, 3.26, 3.27, 3.28, 3.29, 3.30, 3.31, 3.32, 3.33, 3.34, 3.35, 3.36, 3.37, 3.38, 3.39, 3.40, 3.41, 3.42, 3.43, 3.44, 3.45, 3.46, 3.47, 3.48, 3.49, 3.50, 3.51, 3.52, 3.53, 3.54, 3.55, 3.56, 3.57, 3.58, 3.59, 3.60, 3.61, 3.62, 3.63, 3.64, 3.65, 3.66, 3.67, 3.68, 3.69, 3.70, 3.71, 3.72, 3.73, 3.74, 3.75, 3.76, 3.77, 3.78, 3.79, 3.80, 3.81, 3.82, 3.83, 3.84, 3.85, 3.86, 3.87, 3.88, 3.89, 3.90, 3.91, 3.92, 3.93, 3.94, 3.95, 3.96, 3.97, 3.98, 3.99, 4.00, 4.01, 4.02, 4.03, 4.04, 4.05, 4.06, 4.07, 4.08, 4.09, 4.10, 4.11, 4.12, 4.13, 4.14, 4.15, 4.16, 4.17, 4.18, 4.19, 4.20, 4.21, 4.22, 4.23, 4.24, 4.25, 4.26, 4.27, 4.28, 4.29, 4.30, 4.31, 4.32, 4.33, 4.34, 4.35, 4.36, 4.37, 4.38, 4.39, 4.40, 4.41, 4.42, 4.43, 4.44, 4.45, 4.46, 4.47, 4.48, 4.49, 4.50, 4.51, 4.52, 4.53, 4.54, 4.55, 4.56, 4.57, 4.58, 4.59, 4.60, 4.61, 4.62, 4.63, 4.64, 4.65, 4.66, 4.67, 4.68, 4.69, 4.70, 4.71, 4.72, 4.73, 4.74, 4.75, 4.76, 4.77, 4.78, 4.79, 4.80, 4.81, 4.82, 4.83, 4.84, 4.85, 4.86, 4.87, 4.88, 4.89, 4.90, 4.91, 4.92, 4.93, 4.94, 4.95, 4.96, 4.97, 4.98, 4.99, 5.00, 5.01, 5.02, 5.03, 5.04, 5.05, 5.06, 5.07, 5.08, 5.09, 5.10, 5.11, 5.12, 5.13, 5.14, 5.15, 5.16, 5.17, 5.18, 5.19, 5.20, 5.21, 5.22, 5.23, 5.24, 5.25, 5.26, 5.27, 5.28, 5.29, 5.30, 5.31, 5.32, 5.33, 5.34, 5.35, 5.36, 5.37, 5.38, 5.39, 5.40, 5.41, 5.42, 5.43, 5.44, 5.45, 5.46, 5.47, 5.48, 5.49, 5.50, 5.51, 5.52, 5.53, 5.54, 5.55, 5.56, 5.57, 5.58, 5.59, 5.60, 5.61, 5.62, 5.63, 5.64, 5.65, 5.66, 5.67, 5.68, 5.69, 5.70, 5.71, 5.72, 5.73, 5.74, 5.75, 5.76, 5.77, 5.78, 5.79, 5.80, 5.81, 5.82, 5.83, 5.84, 5.85, 5.86, 5.87, 5.88, 5.89, 5.90, 5.91, 5.92, 5.93, 5.94, 5.95, 5.96, 5.97, 5.98, 5.99, 6.00, 6.01, 6.02, 6.03, 6.04, 6.05, 6.06, 6.07, 6.08, 6.09, 6.10, 6.11, 6.12, 6.13, 6.14, 6.1

Source: 2012-16 ACS, Report B17021



Exhibit D  
Statement on Job Relocation Activities

[Date]

Mr. Karl F. Franzen  
Director, Community and Economic Development  
City of Rockford  
425 E State St  
Rockford, IL 61104

Dear Mr. Franzen:

In accordance with 24 CFR 570.210(c), this letter serves as statement and information regarding employment relocation related to the City of Rockford's assistance through the Community Development Block Grant (CDBG) program for the purchase of industrial equipment. CDBG funds are prohibited from assisting activities that result in a significant job loss in the labor market area from which a business operations relocation occurs.

This project will result in the transfer of 7.0 FTE positions from the San Antonio, Texas labor market area, which has a total nonfarm employment of 1,056,400 people according to the Bureau of Labor Statistics Economic Summary updated May 30, 2018 to the Rockford, Illinois labor market area. Per 24 CFR 570.210(b)4, the loss of 25 or fewer jobs does not constitute a significant loss of jobs.

Bergstrom, Inc. acknowledges that should the activity result in the relocation of 500 or more jobs, which constitutes a significant loss of jobs as defined by 24 CFR 570.210(b)4, it will reimburse the City of Rockford the total amount of CDBG funded assistance for the project.

Sincerely,

Bergstrom, Inc.

## Bergstrom, Inc. Expansion Development

### Request for County from Host Fees

<u>FY-2019</u> (Oct 1, 2018 –Sept 30, 2019)	<u>FY-2020</u> (Oct 1, 2019 –Sept 30, 2020)	<u>2 Year Period</u> <b>TOTAL</b>
\$125,000	\$125,000	\$250,000

City of Rockford is investing \$250,000

**TOTAL PROJECT COST** (over) \$2.5 million

### Bergstrom, Inc.

<https://us.bergstrominc.com/>

- Bergstrom is a worldwide company, with locations around the world, ...
  - **United States**
    - Rockford, IL (1971)
      - 2390 Blackhawk Rd
      - 5910 Falcon Rd
    - Joliet, IL (1998)
    - San Antonio, Texas (2012)
  - **Europe, United Kingdom**
    - Ystrad Mynach, Wales (1995)
  - **China**
    - Changzhou, Jiangsu (approximately 90 miles northwest of Shanghai) (1998)
  - **Spain**
    - Madrid
- **Climate control (HVAC) industry for vehicles**
  - Heavy Duty Trucking                      Class 8 trucks, such as...
    - International, Mack, Kenworth, Peterbilt, Freightliner
  - Construction                      HVAC cab systems for companies, such as...
    - Caterpillar & others
  - Agriculture
  - Bus & Specialty
    - Buses, recreational, commercial, & emergency vehicles
  - Military
  - Mining
  - Foundry
  - Offshore Drilling
  - Logging
  - Shipyard
  - Sport Fishing
  - Niche Automotive

## Bergstrom, Inc. Expansion Development

- Funds are to be used for...
  - Asset transfer from San Antonio, Texas facility location
  - Acquisition of new plastic injection molding presses
  - Increased footprint of location (leased space)
  - Training

	EMPLOYEES	
Bergstrom (Rockford) Employees	350	Current
***Additional County Jobs Required	<b>25</b>	<i>(Agreement - to be added)</i> <i>20 – average wage \$12.40/hr</i>
Bergstrom (Rockford) Employees	57	Expected within 2 years
	<b>407</b>	<b>TOTAL</b>

	EMPLOYEES		
POSITION	(#)	New Positions	Transfer from Texas
Material Handler	4	4	
Planner	1	1	
Press Operator	15	11	4
Process Technician	2	0	2
Production Supervisor	1	0	1
Quality Inspector	1	1	
Plastic Engineer	1	1	
Tool Maker	1	1	
	<b>26</b>	19	7
		<b>26</b>	



## CORPORATION FILE DETAIL REPORT

File Number	31403693		
Entity Name	BERGSTROM INC.		
Status	ACTIVE		
Entity Type	CORPORATION	Type of Corp	DOMESTIC BCA
Incorporation Date (Domestic)	06/29/1949	State	ILLINOIS
Agent Name	DAVID R RYDELL	Agent Change Date	05/17/2004
Agent Street Address	2390 BLACKHAWK RD	President Name & Address	J B SHAFFER 2390 BLACKHAWK ROAD ROCKFORD 61109
Agent City	ROCKFORD	Secretary Name & Address	J L JACKSON SAME
Agent Zip	61109	Duration Date	PERPETUAL
Annual Report Filing Date	05/31/2018	For Year	2018
Old Corp Name	09/06/1995 - BERGSTROM MANUFACTURING CO.		

[Return to the Search Screen](#)
[Purchase Certificate of Good Standing](#)

(One Certificate per Transaction)

### OTHER SERVICES

[File Annual Report](#)
[Adopting Assumed Name](#)
[Articles of Amendment Effecting A Name Change](#)
[Change of Registered Agent and/or Registered Office Address](#)

[BACK TO CYBERDRIVEILLINOIS.COM HOME PAGE](#)



# Winnebago County

## County Treasurer

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

### Parcel Tax Details for Parcel Number 15-13-376-012

[View Property via WinGIS](#)

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

**Click Here to Pay by Credit Card or Online Check**

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

2017 ▼

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

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

BLACKHAWK PROPERTY HOLDINGS LLC  
 C/O DAVID RYDELL  
 2390 BLACKHAWK ROAD  
 ROCKFORD, IL 61109

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

BLACKHAWK PROPERTY HOLDINGS LLC  
 C/O DAVID RYDELL  
 2390 BLACKHAWK ROAD  
 ROCKFORD, IL 61109

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

Due Date: 6/8/2018  
 Amount: 40981.94  
 Penalty: 0.00  
 Cost: 0.00  
 Total Due: 40981.94  
 Paid: 40981.94 Date: 5/29/2018  
 By: Lockbox thru Illinois Bank & Trust

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

Due Date: 9/7/2018  
 Amount: 40981.94  
 Penalty: 0.00  
 Cost: 0.00  
 Total Due: 40981.94  
 Paid: Date:  
 By:

***For Parcel Address: 2390 BLACKHAWK RD***

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

<b><i>Description</i></b>	<b><i>Amount</i></b>
Board of Review Assessed Value	552455

Township Equalization Factor	x	1.0000
Board of Review Equalized Value	=	552455
Home Improvement Exemption	-	0
Disabled Veteran Exemption	-	0
Department of Revenue Assessed Value	=	552455
County Multiplier	x	1.0000
Revised Equalized Value	=	552455
Senior Freeze Exemption	-	0
FAF/VAF Exemption	-	0
Owner Occupied Exemption	-	0
Over 65 Exemption	-	0
New Disabled or Veteran Exemption	-	0
Returning Veteran Exemption	-	0
Taxable Value	=	552455
Tax Rate for Tax Code 001	x	14.8363
Calculated Tax	=	\$81963.88
Non Ad Valorem -	+	\$0.00
Abatements	-	\$0.00
TOTAL TAX DUE:	=	\$81963.88
<b>Fair Market Value:</b> 1657530		<b>1977 Equalized Value:</b> 0

---

**Taxing Bodies and Rates**

<b>Taxing Body</b>	<b>Rate</b>	<b>Tax</b>
WINNEBAGO COUNTY	1.0587	\$5848.82
FOREST PRESERVE	0.1182	\$653.00
ROCKFORD TOWNSHIP	0.1446	\$798.85
ROCKFORD CITY	3.2517	\$17964.18
ROCKFORD PARK DISTRICT	1.1371	\$6281.97
ROCK RIVER WATER REC	0.2040	\$1127.01
ROCKFORD CITY LIBRARY	0.5091	\$2812.55
GREATER RKFD AIRPORT	0.1102	\$608.81
ROCKFORD SCHOOL DIST 205	7.6496	\$42260.60
COMMUNITY COLLEGE 511	0.5053	\$2791.56
ROCKFORD TWSP ROAD	0.1478	\$816.53

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

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[Search Again](#)

# **OPERATIONS & ADMINISTRATIVE COMMITTEE**

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

Submitted by: Operations & Administrative Committee

2018 CR

---

**RESOLUTION ESTABLISHING THE DATE, TIME, AND LOCATION  
OF EACH MEETING OF THE WINNEBAGO COUNTY BOARD**

---

**WHEREAS**, under provisions of Illinois Revised Statutes, Chapter 102, Section 42.02, the County Board of the County of Winnebago, Illinois is required to provide public notice of the date, time, and location of its regularly scheduled meetings; and,

**WHEREAS**, the County Board of the County of Winnebago is required to hold regular meetings during the months of June and September and may hold additional regular meetings at such times as may be determined.

**NOW, THEREFORE, BE IT RESOLVED**, by the County Board of the County of Winnebago, Illinois that the Board shall conduct its regular meetings on the 2<sup>nd</sup> and 4<sup>th</sup> Thursdays of each month of Fiscal Year 2019 at 6:00 o'clock pm, except as indicated hereunder (\*\*):

**October 11, 2018**  
**October 25, 2018**

**April 11, 2019**  
**April 25, 2019**

**November 8, 2018**  
**November 20, 2018 (Tuesday)\*\***

**May 9, 2019**  
**May 23, 2019**

**December 13, 2018**

**June 13, 2019**  
**June 27, 2019**

**January 10, 2019**  
**January 24, 2019**

**July 11, 2019**  
**July 25, 2019**

**February 14, 2019**  
**February 28, 2019**

**August 8, 2019**  
**August 22, 2019**

**March 14, 2019**  
**March 28, 2019**

**September 5, 2019 (1st Thursday)\*\***  
**September 26, 2019**

Respectfully Submitted,  
**OPERATIONS & ADMINISTRATIVE COMMITTEE**

**AGREE**

**DISAGREE**

_____ GARY JURY, CHAIRMAN	_____ GARY JURY, CHAIRMAN
_____ JEAN CROSBY	_____ JEAN CROSBY
_____ ANGIE GORAL	_____ ANGIE GORAL
_____ JOE HOFFMAN	_____ JOE HOFFMAN
_____ KEITH MCDONALD	_____ KEITH MCDONALD
_____ ELI NICOLOSI	_____ ELI NICOLOSI
_____ DOROTHY REDD	_____ DOROTHY REDD

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

**ATTESTED BY:**

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

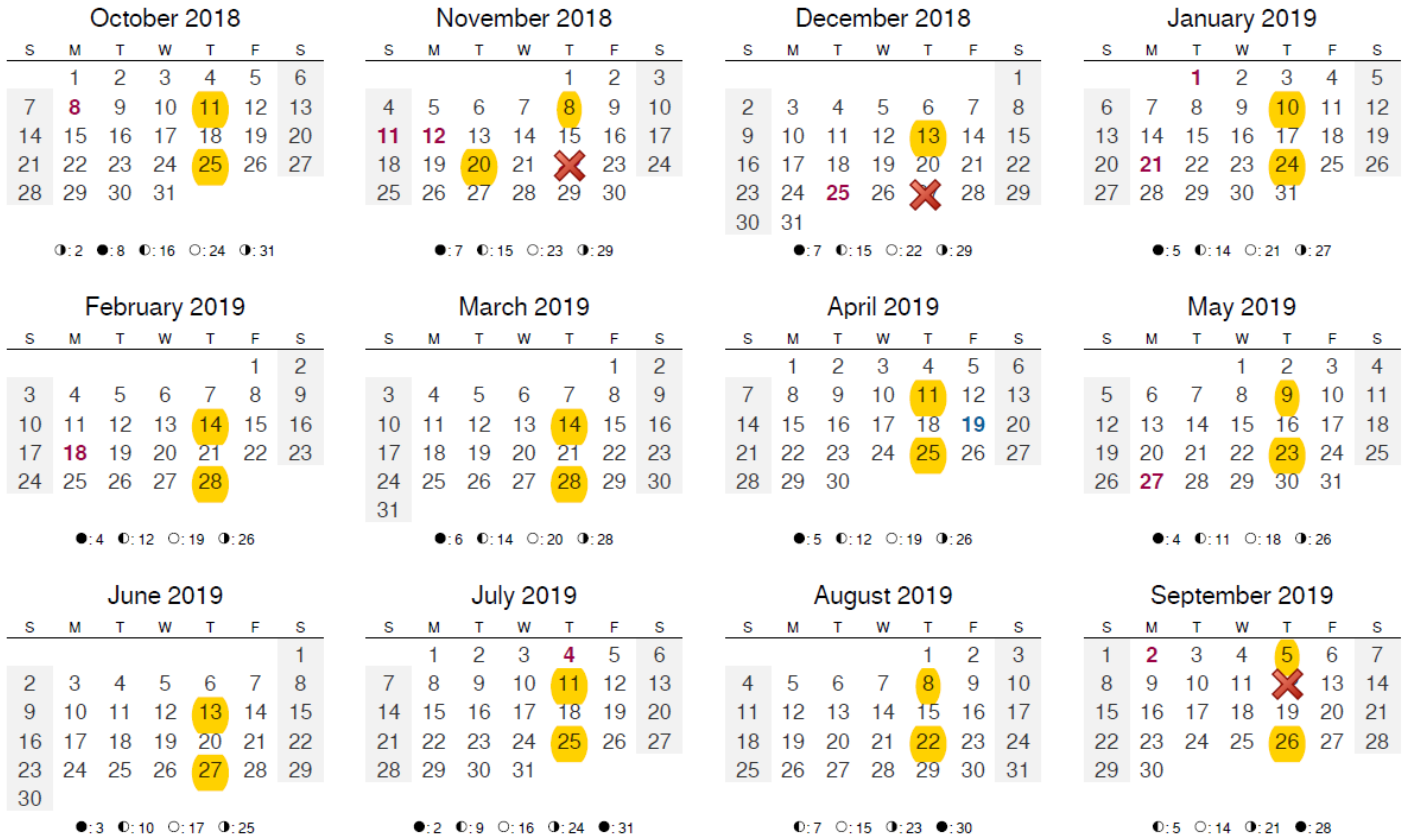
\_\_\_\_\_  
**FRANK HANEY**  
CHAIRMAN OF THE COUNTY BOARD  
OF THE COUNTY OF WINNEBAGO, ILLINOIS

## FY2019 Regular Meeting Schedule Calendar view



**DRAFT**

October 2018–September 2019 (United States)



Yellow = proposed meeting date

X = 2<sup>nd</sup>/4<sup>th</sup> Thursday exceptions (not scheduled for regular meeting)

Sponsored by Gary Jury, Chairman

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

Submitted by: Operations & Administrative Committee

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

---

**RESOLUTION AUTHORIZING THE CHAIRMAN OF THE  
COUNTY BOARD TO EXECUTE AN INTERGOVERNMENTAL  
AGREEMENT FORMING AND EMPOWERING THE WINNEBAGO  
COUNTY GEOGRAPHIC INFORMATION SYSTEM (WinGIS)**

---

**WHEREAS**, accurate, detailed, up-to-date and comprehensive geographic data is vital to the operations of all public agencies in Winnebago County; and

**WHEREAS**, the County of Winnebago, City of Rockford, Rockford Park District, Rock River Water Reclamation District, City of Loves Park, Village of Machesney Park, North Park Public Water District, and the Village of Cherry Valley have collaborated to create a framework to manage and fund a comprehensive geographic information system for the benefit of all entities; and

**WHEREAS**, the Intergovernmental Agreement attached hereto as Exhibit A reflects the structure of the geographic information system as agreed to by the aforementioned entities.

**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 Intergovernmental Agreement Forming and Empowering the Winnebago County Geographic Information System (WinGIS), in substantially the same form as the Agreement set forth in Exhibit A.

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

Respectfully submitted,

**OPERATIONS & ADMINISTRATIVE  
COMMITTEE**

**AGREE**

**DISAGREE**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**INTERGOVERNMENTAL AGREEMENT**  
**FORMING AND EMPOWERING THE WINNEBAGO COUNTY**  
**GEOGRAPHIC INFORMATION SYSTEM,**  
**WinGIS**

This intergovernmental agreement is made and entered into by: the County of Winnebago, the City of Rockford, the Rockford Park District, the Rock River Water Reclamation District, the City of Loves Park, the Village of Machesney Park, the North Park Public Water District, and the Village of Cherry Valley. This agreement seeks to establish a cooperative intergovernmental framework for the purpose of coordinating, creating, staffing, funding and maintaining a comprehensive geographic information system.

WITNESSETH THAT:

**WHEREAS** accurate, detailed, up-to-date and comprehensive data on the community's infrastructure, facilities, land uses, property divisions and natural resources and hazards, including their precise geographical locations, is essential; and

**WHEREAS** technology, in the form of computer hardware, software and data communications, is now available to facilitate the development of information storage and delivery systems that can encompass the above-cited data needs and deliver that data efficiently; and

**WHEREAS** the RATS Policy Committee commissioned a study of the above-cited data needs and data technology and said study, conducted by PlanGraphics, Inc., resulted in the development of the WinGIS Implementation Plan; and

**WHEREAS** the WinGIS Technical Committee, an advisory body comprised of managerial and technical representatives from nearly all major governmental service agencies in the Rockford urbanized area, worked closely with PlanGraphics in the development of the WinGIS Implementation Plan and endorses the Plan; and

**WHEREAS** the laws of the State of Illinois, specifically Article VII, Section 10, of the Illinois Constitution and the Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq., permit two or more public agencies to contract for the purposes set forth herein.

NOW, THEREFORE, IT IS AGREED BY AND AMONG THE PARTIES HEREIN THAT:

## **ARTICLE 1: NAME**

Upon ratification of the intergovernmental agreement, hereafter referred to as the Agreement or the WinGIS Agreement, by the legislative authorities of all participating entities, those being the County of Winnebago, the City of Rockford, the Rockford Park District, the Rock River Water Reclamation District, the City of Loves Park, the Village of Machesney Park, the North Park Public Water District, and the Village of Cherry Valley (all in Illinois), a joint GIS planning and implementation organization called the Winnebago County Geographic Information System known as the acronym WinGIS is hereby formed with the purposes, powers and duties, and structure set forth below.

## **ARTICLE 2: PURPOSE**

WinGIS is created to perform and carry out a continuing, cooperative, comprehensive program for development and maintenance of a GIS in accordance with applicable laws, policies and procedures, with the cooperation and assistance of its members. Unless otherwise specified by subsequent amendments, the duties of WinGIS shall include:

1. The development and maintenance of a GIS plan including strategies to make more efficient use of existing personnel and data.
2. Implementation of said GIS plan and maintenance of the resulting GIS system and base data.

## **ARTICLE 3: ORGANIZATION AND GENERAL POWERS AND DUTIES**

1. WinGIS consists of a Policy Committee, a Technical Committee, and other standing or temporary/special purpose committees as needed to carry out the duties and functions of WinGIS.
2. For administrative purposes, a local Lead Agency shall be designated. Unless otherwise changed by the Policy Committee, the Lead Agency for WinGIS shall be the Region 1 Planning Council (R1PC).
3. WinGIS planning is guided by the Policy Committee which has final authority over all matters within the jurisdiction of WinGIS.
4. The Technical Committee provides technical information, advice and recommendations to the Policy Committee, and conducts or oversees the technical planning and implementation functions and duties of WinGIS.
5. The WinGIS Director is hired/fired by the R1PC Executive Committee or Director with the advice, consultation and consent of the WinGIS Policy Board.
6. Staff of the R1PC shall serve as staff to the WinGIS Policy Committee, under management provided by the R1PC Executive Director and WinGIS Director.

7. The WinGIS Director is the Chairman of the Technical Committee and shall designate alternates to act as Technical Committee Chairman in his/her absence.
8. The WinGIS Director schedules meetings, prepare agendas, issue notices, prepare minutes and generally ensure that all meetings are conducted in accordance with the Illinois Open Meetings Act.
9. The designated Lead Agency shall be responsible for administrative services including but not limited to coordination of human resources, payroll, finance, benefits, IMRF and legal services as well as adjunct services of WinGIS, including record keeping, correspondence, local funding disbursement and management, document maintenance, general information dissemination to the public, and other supportive services.
10. The designated Lead Agency shall provide preliminary assurance as needed, of matching funds sufficient to capture available State and Federal Funding for GIS purposes (with actual match to be provided by agencies or entities using said funds).
11. After approval of the Policy Committee, the designated Lead Agency shall enter into contracts on behalf of WinGIS as needed.
12. All participating entities agree to provide to WinGIS all data relevant to WinGIS with the exception of restricted data.
13. All participating entities agree to fund WinGIS based on the allocation formula contained in Article 7 below.

#### **ARTICLE 4: POLICY COMMITTEE MEMBERSHIP**

The Policy Committee shall consist of the one representative from each of the following public agencies:

1. Winnebago County
2. City of Rockford
3. Rockford Park District
4. Rock River Water Reclamation District
5. City of Loves Park
6. Village of Machesney Park
7. North Park Public Water District
8. Village of Cherry Valley

#### **ARTICLE 5: POWERS AND DUTIES OF THE POLICY COMMITTEE**

1. The WinGIS Policy Committee retains the final authority over the actions of the WinGIS Director, work of the WinGIS organization, and WinGIS budget.
2. It will be the responsibility of the Policy Committee to develop and approve formal agreements for participating agencies.
3. The Policy Committee is responsible for establishing goals and objectives, policy, priorities, and procedures.
4. The Policy Committee is responsible for approving the WinGIS annual work plan.

5. The Policy Committee approves plans and budgets and ensures the availability of functional, technical, human and organizational resources to carry out implementation of adopted plans.
6. The Policy Committee has the authority to determine membership changes or additions to the Technical Committee.
7. The Policy Committee has the power to establish and appoint members to other temporary or special purpose committees as needed to carry out the duties of WinGIS. Membership on these committees may consist of individuals or come from organizations not otherwise represented on the Technical or Policy Committees. The business of said temporary or special purpose committees shall be conducted in a manner similar to that outlined for the Technical Committee and as further directed by the Policy Committee.
8. The Policy Committee annually elects a Chairman and a Vice Chairman from its membership. Said election shall occur at the last Policy meeting of the fiscal year to take effect with the new fiscal year.
9. The Policy Committee has the authority to enact by-laws governing or directing the activities and procedures of WinGIS and expand upon the terms of the Agreement, provided such by-laws do not conflict with the terms of this Agreement.
10. Subject to approval by the Policy Committee, WinGIS, acting through the Lead Agency, is empowered to enter into contracts and agreements with units of Federal, State and local government, private corporations, not-for-profit organizations, partnerships and individuals for purposes within the authority of WinGIS.
11. Subject to approval of the Policy Committee the Lead Agency, on behalf of WinGIS, is empowered to receive grants, loans, gifts, bequests and funding from Federal, State and local units of government and from public and private sources.

#### **ARTICLE 6: SUGGESTED MEMBERSHIP CRITERIA AND TERMS - POLICY COMMITTEE**

New members may be added to the Policy Committee by simple amendment to this Agreement. However, it is agreed the following criteria are suggested when considering new Policy Committee membership:

1. The existing members and the petitioning entity must reach mutual agreement regarding voting powers and any other factors considered relevant. Decisions on issues involving the use of funds shall continue to require a majority approval of no less than three-fourths (3/4) of the total Policy Committee membership, including two (2) of the four (4) largest – indicated by financial contribution - participating agencies.
2. The entity desires membership and makes a formal written request to the Policy Committee for consideration of membership and agrees to annual funding formula of WinGIS.
3. The entity must have a minimum population of at least 5,000.
4. The entity shall pay a one-time entrance fee in addition to their portion of the WinGIS annual budget as determined by the WinGIS allocation formula. The aforementioned one-time payment may be spread across multiple fiscal years. During that period and until the payment is

completed, the new member is allowed voting privileges but cannot serve as committee Chair or Vice Chair.

#### **ARTICLE 7: FUNDING ALLOCATION**

1. Shared costs are those which all participants to this Agreement will pay based on the allocation formula. They are to cover all operating costs.
2. Shared costs will be allocated based on the following formula, which may be modified by unanimous vote of the Policy Committee: See exhibit A.
3. Dedicated costs are those costs incurred by individual participants to operate and maintain WinGIS within their own organizations. These include, but are not limited to, hardware, software and training costs. These are to be paid internally by each entity through their normal budget process.

#### **ARTICLE 8: TECHNICAL COMMITTEE MEMBERSHIP**

Unless otherwise expanded or modified by further action of the Policy Committee, the Technical Committee consists of one authorized representative from each of the following public agencies involved in the use of WinGIS or planning for its use:

1. Winnebago County
2. City of Rockford
3. Rockford Park District
4. Rock River Water Reclamation District
5. City of Loves Park
6. Village of Machesney Park
7. North Park Public Water District
8. Village of Cherry Valley

#### **ARTICLE 9: POWERS AND DUTIES OF THE TECHNICAL COMMITTEE**

1. The Technical Committee provides technical advice and recommendations to the Policy Committee on all matters pertaining to the technical functions of WinGIS and on other related matters referred to them by the Policy Committee.
2. Technical Committee meetings will be structured similar to Policy with one voting and one proxy member designated and approved by the Policy Committee representative from each respective WinGIS agency.
3. Any resolutions presented to the Technical Committee shall be voted on in the final format. In addition, the Technical Committee's vote record - listed by each agency - shall be included in the Policy resolution.

4. This committee participates in the evaluation of the procurement for services related to hardware and software selection, data conversion and vendor selection necessary for implementation as a shared cost.
5. The Technical Committee establishes and appoints members to other temporary or special purpose committees as needed to carry out the duties of the Technical Committee. Membership on these committees may consist of individuals or come from organizations not otherwise represented on the Technical Committee or Policy Committees. The business of said temporary or special purpose committees shall be conducted in a manner similar to that outlined for the Technical Committee and as further directed by the Technical Committee.
6. Other responsibilities include standards development and budget preparation.

#### **ARTICLE 10: NEW MEMBERSHIP CRITERIA AND TERMS - TECHNICAL COMMITTEE**

Technical Committee entities may occasionally need to be changed or added to in response to changes in local government needs. The Policy Committee, by unanimous agreement of its members, shall have the authority, without qualification, to change or add Technical Committee entities. The Policy Committee may also appoint new Technical Committee entities by simple majority vote if the entity meets all of the following criteria:

The entity is (a) a special purpose unit of government, or; (b) a city or village, or; (c) a public utility, or; (d) a corporation operating under a franchise agreement.

#### **ARTICLE 11: MEETINGS - VOTING – MISCELLANEOUS**

1. The Policy Committee meets regularly. The Policy Committee Chairman or, in the absence of the Chairman, the Vice Chairman, has the authority to cancel or reschedule Policy Committee meetings, to call special or emergency meetings, to continue meetings, or to change the schedule of regular meetings, as needed to conduct the business of WinGIS.
2. The Technical Committee meets regularly. In regard to the Technical Committee meetings, the Chairman of the Technical Committee has the authority to cancel or reschedule meetings, to call special or emergency meetings, to continue meetings or to change the schedule for regular meetings, as needed to conduct the business of WinGIS.
3. A quorum of the Policy or Technical Committees and/or any other temporary or special purpose committee established under the powers established herein, consists of a majority of the committee's members, respectively; unless otherwise determined by the Policy or Technical Committee.
4. Policy Committee actions on issues which determine the use or allocation of funds require an affirmative vote of no less than three-fourths (3/4) of Policy Committee members, including two (2) of the four (4) largest – indicated by financial contribution - participating agencies. Unless

otherwise more strictly specified in other parts of this Agreement, all other issues shall be decided by a simple majority vote of the quorum present for the meeting.

5. Formal minutes of all meetings of the Policy Committee, Technical Committee and other special standing or temporary committees are to be kept.
6. All meetings are open to the public with appropriate public notice, held in places accessible to the handicapped, and conducted in accordance with the Illinois Open Meetings Act.
7. Voting and representation through another person authorized to act for a member (proxy) is permitted on the Policy Committee. Authorization must be in the form of a written statement from the official member giving the proxy. Such authorization may be permanent or limited at the discretion of the official member granting the proxy. Absentee voting is not allowed - this includes video and teleconferencing.
8. Proxy voting and representation is permitted on the Technical Committee, to the extent needed. Written authorization is not required, but new persons or persons not normally representing member agencies announce which member agency they are authorized to represent at the start of the meeting. Absentee voting is not provided for and no single person may represent or vote for more than one member agency at any given meeting.
9. The business of the Policy and Technical Committee meetings is conducted in accordance with the following and in the same order of priority to avoid conflict: (a) state law; (b) the terms of this Agreement; (c) applicable by-laws of WinGIS, if any and (d) Roberts Rules of Order.
10. Appropriate Committee actions are made in the form of written resolutions approved or denied through formal motions at the meetings. At the discretion of the Chairman, simpler Policy Committee actions or directions to the Technical Committee, Program Manager or staff may be made in the form of motions. All official actions and the votes thereon shall be recorded in the minutes. Most Technical Committee actions will be in the form of motions which make recommendations or deliver information to the Policy Committee.

#### **ARTICLE 12: EQUAL OPPORTUNITY ASSURANCE**

The participants of this Agreement hereby certify the following:

1. That they shall not discriminate against any employee of WinGIS or applicant for employment by WinGIS because of race, age, sex, color, disabilities, national origin or any other class protected by federal or state law;
2. That they take affirmative action to ensure that applicants for employment by WinGIS are hired, managed and supervised without regard to race, age, sex, color, disabilities, national origin or any other class protected by federal or state law;
3. That they state that all qualified applicants will receive consideration for employment without regard to race, age, sex, color, disabilities, national origin or any other class protected by federal or state law; and

4. That they incorporate the foregoing requirements of this paragraph in all WinGIS contracts for program work and will require its contractors, if any, for such work to incorporate such requirements in all subcontract work.

#### **ARTICLE 13: SEVERABILITY**

If any one or more of the provisions of this Agreement, or subsequent by-laws which may be added to direct or govern activities of WinGIS, or subsequent application thereof, are declared unconstitutional or contrary to law by a court of competent jurisdiction, such ruling shall not affect any other provisions of this Agreement not specifically included in such ruling or which can be given effect without the unconstitutional or invalid provision or application, and to this end, the provisions of this Agreement are declared severable.

#### **ARTICLE 14: RATIFICATION, AMENDMENT AND TERMINATION**

1. Additional parties to this Agreement may participate through adoption of an authorizing resolution or ordinance similar to those adopted by the original members; each current party to the Agreement must authorize participation of additional members through adoption of a resolution.
2. The initial term of this Agreement shall be effective upon ratification by the last participating entity and shall renew automatically for one year terms with the start of each new fiscal year thereafter unless terminated sooner as set forth herein.
3. A member must present written notice of intention to withdraw from this Agreement at least six (6) months prior to the annual automatic renewal date and such withdrawal shall be effective on the automatic renewal date.
4. Regardless of the above, this Agreement may be terminated in its entirety or amended at any time by unanimous vote of the Policy Committee.
5. In the event this Agreement is terminated in its entirety, assets of WinGIS shall be disposed of in the following manner:
  - a. All data must be distributed to each agency within sixty (60) days of termination.
  - b. All other assets shall be disposed of at a municipal public auction and proceeds distributed according to the most recent funding allocation table.

ATTEST:

COUNTY CLERK

THE COUNTY OF WINNEBAGO, ILLINOIS

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

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

Illinois  
City of Rockford

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Rockford Park District

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Rock River Water Reclamation District

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City of Loves Park

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Village of Machesney Park

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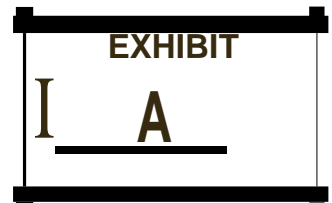
North Park Public Water District

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Village of Cherry Valley

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# Blending Formula Definitions Using GIS Data



## **Geographic Area (square miles):**

Geographic Area shall be calculated using Illinois State Plane West, NAD83 coordinate system and reported in units of square miles. All allocation calculations of geographic area shall be determined from the WinGIS land base database. All calculations of geographic area shall be limited to areas contained within Winnebago County.

## **Winnebago County:**

- Geographic area shall be calculated as the square miles of all the parcels in the county, less area shared with the other participating WinGIS municipalities

## **Municipal Jurisdictions**

- Geographic area shall be calculated as the square miles of the parcels in which a municipality levies taxes.

## **Utility Districts Levying Taxes**

- Geographic area shall be calculated as the square miles of the parcels in which a utility district levies taxes.

## **Utility Districts Not Levying Taxes:**

- Geographic area shall be the square miles of the parcels in which the centroid falls within the service area boundary.

## **Special Service Districts:**

- Geographic area shall be the square miles of the parcels in which the centroid falls within the service area boundary.

## **Density Factor (Parcels)**

Density shall be calculated by using the total number of taxpayers (PINS) within the municipality boundary or service district. All calculations shall be based on parcels contained within Winnebago County.

## **Annual Revenue**

Annual Revenue shall be defined as all actual revenue funds - less excluded funds and transfers - as indicated in member agency's annual report for the last completed fiscal year.

Sponsored by Gary Jury, Chairman

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

Submitted by: Operations & Administrative Committee

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

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**RESOLUTION AUTHORIZING THE CHAIRMAN OF THE  
COUNTY BOARD TO EXECUTE A COOPERATIVE AGREEMENT  
FORMING AND EMPOWERING THE ROCKFORD  
METROPOLITAN AGENCY FOR PLANNING**

---

**WHEREAS**, federal law requires that urbanized areas have a continuous, cooperative, and comprehensive transportation planning process in place as a condition for receiving federal funds; and

**WHEREAS**, the County of Winnebago, City of Rockford, City of Loves Park, City of Belvidere, Village of Machesney Park, County of Boone, and the State of Illinois have collaborated to form a joint transportation planning organization to benefit the Rockford Urbanized Area, known as the Rockford Metropolitan Agency for Planning (MPO); and

**WHEREAS**, the duties of MPO include developing and maintaining a long range transportation plan for the Rockford Urbanized Area, which will benefit all of the aforementioned governmental entities; and

**WHEREAS**, the Cooperative Agreement attached hereto as Exhibit A reflects the structure of the Rockford Metropolitan Agency for Planning as agreed to by the aforementioned entities.

**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 Cooperative Agreement Forming and Empowering the Rockford Metropolitan Agency for Planning, in substantially the same form as the Agreement set forth in Exhibit A.

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

Respectfully submitted,

**OPERATIONS & ADMINISTRATIVE  
COMMITTEE**

**AGREE**

**DISAGREE**

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

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

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

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

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

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

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

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DOROTHY REDD

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ELI NICOLosi

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ELI NICOLosi

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

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

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

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

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

**COOPERATIVE AGREEMENT  
FORMING AND EMPOWERING THE  
ROCKFORD METROPOLITAN AGENCY FOR PLANNING  
August 23<sup>rd</sup>, 2018**

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## MPO Cooperative Agreement

### **RECITALS**

#### **WITNESSETH THAT:**

**Whereas** The Intermodal Surface Transportation Efficiency Act of 1991 (ISTEA), the Transportation Equity Act for the 21st Century (TEA-21), the Safe, Accountable, Flexible, Efficient Transportation Equity Act - A Legacy For Users (SAFETEA-LU), the Moving Ahead for Progress in the 21<sup>st</sup> Century Act (MAP-21), and the Fixing America's Surface Transportation Act (FAST Act) require that each urbanized area, as a condition to the receipt of Federal capital or operating assistance, have a continuous, cooperative and comprehensive (3-C) transportation planning process that results in plans and programs consistent with the comprehensively planned development of the urbanized area; and

**Whereas** It is reasonable and probable to anticipate that Federal action will take place in the near future that will reaffirm the need for a comprehensive transportation planning process and said process will be substantially similar to the provisions of the ISTEA, TEA-21, SAFETEA-LU, MAP-21, FAST Act; and

**Whereas** The Rockford Metropolitan Agency for Planning ("MPO") has performed comprehensive transportation planning for the Rockford Urbanized Area, in accordance with the above said Federal laws and their precursors since 1964; and

**Whereas** the Governor of Illinois has designated the Rockford Metropolitan Agency for Planning as the Metropolitan Planning Organization ("MPO") responsible for carrying out the federally-required planning requirements for the area, in cooperation with the State; and

**Whereas** the laws of the State of Illinois, specifically the Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq., permit two or more governmental units to contract for the purposes set forth; and

**Whereas** an identified regional need for coordinated transportation, land use, environmental and economic development planning has resulted in the creation of the Region 1 Planning Council ("RPC"); and

**Whereas** the RPC and the MPO collaborate to accomplish planning requirements and address regional planning needs

NOW, THEREFORE, IT IS AGREED BY AND AMONG THE PARTIES HEREIN THAT:

### **ARTICLE 1. NAME**

Upon ratification of this cooperative agreement, hereafter referred to as the Agreement or the MPO Agreement, by the legislative authorities of all participating entities, including the City of Rockford, the City of Loves Park, the City of Belvidere, the Village of Machesney Park, the County of Boone, County of Winnebago (all in Illinois), and the State of Illinois, a joint transportation planning organization called the Rockford Metropolitan Agency for Planning, hereafter referred to by said name or "MPO", is hereby formed with the purposes, powers and structure set forth below.

### **ARTICLE 2. PURPOSE AND DUTIES OF MPO**

The MPO is created to perform and carry out a continuing, cooperative, comprehensive transportation planning process for the Census Defined Rockford Urbanized Area in accordance with applicable Federal laws, policies and procedures, and with the cooperation and assistance of its members and the U.S. Department of Transportation. Unless otherwise specified by subsequent amendments to U.S.C.134 and 49 U.S.C. 1607, the duties of the MPO shall include:

## MPO Cooperative Agreement

1. The development and maintenance of a long range transportation plan, including strategies to make more efficient use of existing transportation systems (acronym LRTP).
2. The development and annual update of a transportation improvement program consistent with the transportation plan (acronym TIP).
3. The development and annual update of a unified planning work program which coordinates the area's transportation planning activities (acronym UWP).
4. Other planning and project development activities necessary to address transportation and land use issues in the region including technical assistance to the RPC members.

### **ARTICLE 3. ORGANIZATION AND GENERAL POWERS AND DUTIES**

1. The MPO shall consist of a Policy Committee, a Technical Committee, and other standing or temporary/special purpose committees as needed to carry out the duties and functions of the MPO.
2. MPO planning shall be guided by the Policy Committee which shall have final authority over all matters within the jurisdiction of the MPO.
3. The Technical Committee shall be established for the purpose of providing technical advice and recommendations to the Policy Committee, and request and deliberate on the technical planning functions and duties of the MPO.
4. Additional MPO Subcommittees shall be established for the purpose of providing professional and community based ideas on particular issues/topics that come before the MPO Technical Committee and MPO Policy Committee. Subcommittee assistance and conclusions / recommendations shall be forwarded to the Technical Committee for further discussions.
5. For administrative purposes, the RPC shall be the MPO fiscal agent.
6. Staff of the RPC shall serve as staff to the MPO Policy Committee, under management provided by the RPC Executive Director and MPO Director of Planning.
7. The MPO shall be subject to the annual Intergovernmental Agreement (IGA) with the State of Illinois Department of Transportation.
8. The State of Illinois Department of Transportation shall assist the MPO in securing data and source materials necessary for the effective accomplishment of the 3-C transportation planning activities as described and outlined in the annual UWP and Intergovernmental Agreement (IGA). If there is conflict, the IGA will supersede the UWP.

### **ARTICLE 4. POLICY COMMITTEE**

The Policy Committee membership shall be representative of the general purpose units of government and organizations as required by Federal Transportation Law in the planning area (particularly those in the Urbanized Area). The Policy Committee shall consist of the following persons or their duly authorized representatives.

MPO Policy Committee		
Entity		Representative
1	Belvidere	Mayor
2	Boone County	Board Chairman
3	Illinois Department of Transportation	Region Engineer (Region 2)
4	Loves Park	Mayor
5	Machesney Park	Village President

## MPO Cooperative Agreement

6	Rockford	Mayor
7	Winnebago County	Board Chairman
8	Rockford Mass Transit District	Board Chairman

### 80 **ARTICLE 5. TECHNICAL COMMITTEE MEMBERSHIP**

81 Unless otherwise expanded or modified by further action of the Policy Committee, the Technical Committee shall  
82 consist of one duly authorized representative from the following transportation planning or implementing agencies  
83 with responsibility in the urban area:

MPO Technical Committee	
Voting Members	
1	Belvidere Public Works Department
2	Belvidere Planning Department
3	Boone County Conservation District
4	Boone County Highway Department
5	Boone County Planning Department
6	Forest Preserves of Winnebago County
7	Greater Rockford Airport Authority
8	Illinois Department of Transportation, Region 2
9	Loves Park Public Works Department
10	Loves Park Community Development Department
11	Machesney Park Planning Department
12	Machesney Park Public Works Department
13	Winnebago County Soil and Water Conservation District
14	City of Rockford Community Development Department, Planning Division
15	Rockford Mass Transit District
16	Rockford Park District
17	City of Rockford Public Works Department
18	Rock River Reclamation District
19	Winnebago County Highway Department
20	Winnebago County Planning and Economic Development Department

### 84 **ARTICLE 6. POWERS AND DUTIES OF THE POLICY COMMITTEE**

- 85 1. The MPO Policy Committee and the Illinois Department of Transportation (IDOT) shall jointly share the  
86 responsibility for developing and maintaining the transportation plans and programs as required by State  
87 and Federal law. To the extent possible and depending upon State and Federal appropriations, IDOT and  
88 the local and county units of government shall make funding available to MPO for the purpose of carrying  
89 out these responsibilities.
- 90 2. The Policy Committee shall have the authority to determine membership changes or additions on the  
91 Technical Committee in accordance with the terms set forth.
- 92 3. The Policy Committee shall have the authority to establish and participate in alternate board structures for  
93 regional planning purposes other than those defined by federal or state law for Metropolitan Planning  
94 Organizations. These alternate board structures may resemble a Council of Governments, Regional  
95 Planning Commission, Regional Council or Regional Planning Board. The alternate board structure may  
96 be established by Intergovernmental Agreement and may require compliance with the provisions of 50  
97 ILCS 10/0.01 et seq. Regional Council Act or 50 ILCS 15/0.01 et seq. Regional Planning Commission Act.

## MPO Cooperative Agreement

4. The Policy Committee shall have the power to establish and appoint members to other temporary or special purpose committees as needed to carry out the duties of the MPO. Membership on these committees may consist of individuals or come from organizations not otherwise represented on the Technical or Policy Committees. The business of said temporary or special purpose committee shall be conducted in a manner similar to that outlined for the Technical Committee and as further directed by the Policy Committee.
5. The Policy Committee shall annually elect a Chairman and a Vice Chairman from its membership, said election to occur at the Policy Committee meeting in June, or the nearest meeting thereafter, of each year. The Chairman of the Policy Committee shall not be the Illinois Department of Transportation Deputy Director of Region 2.
6. The Policy Committee shall have the authority to enact by-laws further governing or directing the activities and procedures of the MPO and expanding upon the terms of this Agreement, provided such by-laws do not conflict with the terms of this Agreement.
7. The Policy Committee is empowered to enter into contracts and agreements with units of Federal, State and local government, private corporations, not-for-profit organizations, partnerships and individuals for purposes within the authority of the MPO.
8. The Policy Committee is empowered to receive grants, loans, gifts, bequests and funding from Federal, State, and local units of government, and from public and private sources.
9. The Policy Committee shall approve and maintain the Transportation Plan, and shall annually review and approve the Transportation Improvement Program and the Unified Planning Work Program.
10. The Policy Committee shall direct and oversee the planning process to ensure the following in accordance with applicable Federal laws: involvement of appropriate public and private transportation providers; nondiscrimination on the basis of age, race, color or national origin; appropriate involvement of minority business enterprises; adequate plans and provisions for the transportation-handicapped; adequate plans and provisions to control and reduce air pollution; and adequate plans, programs and measures to assure compliance with the terms of other duly enacted State and Federal laws related to the transportation planning / implementation process including but not limited to environmental justice, intelligent transportation systems, transportation safety and service to persons traditionally underserved.

### **ARTICLE 7. POWERS AND DUTIES OF THE TECHNICAL COMMITTEE**

1. The Technical Committee shall provide technical advice and recommendations to the Policy Committee on all matters pertaining to the technical planning functions of the MPO and on other related matters referred to them by the Policy Committee.
2. The Technical Committee shall establish and appoint members to other temporary or special purpose committees as needed to carry out the duties of the Technical Committee. Membership on these committees may consist of individuals or come from organizations not otherwise represented on the Technical or Policy Committees. The business of said temporary or special purpose committees shall be conducted in a manner similar to that outlined for the Technical Committee and as further directed by the Technical Committee.

### **ARTICLE 8. POWERS AND DUTIES OF THE RPC EXECUTIVE DIRECTOR, RPC DEPUTY DIRECTOR / MPO DIRECTOR OF TRANSPORTATION PLANNING AND THE FISCAL AGENT**

1. The RPC Executive Director shall supervise and coordinate the activities of the MPO and coordinate the fiscal affairs of the MPO with the RPC and any fiscal agency hierarchy.
2. The RPC Executive Director shall have the responsibility to direct the work of RPC staff for MPO activities.
3. The RPC Executive Director shall designate the RPC Deputy Director/MPO Director of Planning as the

## MPO Cooperative Agreement

- 141 Chairman of the MPO Technical Committee and shall designate alternates to act as Technical Committee  
142 Chairman in the MPO Director of Planning's absence.
- 143 4. The RPC Executive Director and RPC Deputy Director/MPO Director of Planning shall be responsible for  
144 the administrative functions of the MPO including record keeping, correspondence, document maintenance,  
145 website, general information dissemination to the public, other supportive services to the MPO member  
146 agencies, and to financial record keeping in coordination with the RPC.
- 147 5. The RPC Executive Director, RPC Deputy Director/MPO Director of Planning and RPC staff shall schedule  
148 meetings, prepare agendas, issue notices, prepare minutes and generally ensure that all meetings are  
149 conducted in accordance with the Illinois Open Meetings Act.
- 150 6. The RPC shall provide preliminary assurance, as needed, of matching funds sufficient to capture available  
151 Federal and State subsidies available for transportation and related regional planning purposes. The actual  
152 matching fund amounts shall be determined by the RPC Executive Director in consultation with the MPO  
153 Policy Committee and will be provided to the MPO by the MPO Policy Committee member jurisdictions.
- 154 7. After approval by the Policy Committee, the MPO shall enter into contracts, as needed, with the State of  
155 Illinois Department of Transportation to capture and utilize subsidies available for transportation and related  
156 regional planning purposes.

### 157 **ARTICLE 9. MEETINGS, VOTING, MISCELLANEOUS**

- 158 1. The MPO Policy Committee shall meet on the same day as the scheduled meetings of the RPC Governing  
159 Board. In regard to Policy Committee meetings, the Policy Committee Chairman or, in the absence of the  
160 Chairman, the Vice Chairman shall have the authority to cancel or reschedule meetings, to call special or  
161 emergency meetings, to continue meetings, or to change the schedule of regular meetings, as needed to  
162 conduct the business of the MPO.
- 163 2. The MPO Technical Committee shall meet regularly on the Thursday following the third Tuesday of each  
164 month. In regard to Technical Committee meetings, the Chairman of the Technical Committee shall have  
165 the authority to cancel or reschedule meetings, to call special or emergency meetings, to continue meetings  
166 or to change the schedule for regular meetings, as needed to conduct the business of the MPO.
- 167 3. A quorum of the MPO Policy or Technical Committees and/or any other temporary or special purpose  
168 committee established under the powers established herein shall consist of a majority of the committee's  
169 members, respectively, unless otherwise determined by the Policy or Technical Committee.
- 170 4. The MPO Policy Committee actions on issues which determine the use or allocation of Federal funds shall  
171 require a majority vote of not less than two-thirds (2/ 3rds) the total number of Policy Committee members.  
172 Unless otherwise more strictly specified in other parts of this Agreement, all other issues shall be decided by  
173 a simple majority vote of the quorum present for the meeting.
- 174 5. Formal minutes shall be kept of all meetings of the MPO Policy Committee, Technical Committee and other  
175 special standing or temporary committees.
- 176 6. All meetings shall be open to the public, held in places accessible to persons with disabilities, and conducted  
177 in accordance with the Illinois Open Meetings Act.
- 178 7. Voting and representation through another person authorized to act for a member (proxy) is permitted on the  
179 Policy Committee. Authorization must be in the form of a written statement from the official member  
180 giving proxy. Such authorization may be permanent or limited at the discretion of the official member  
181 granting proxy. Absentee voting is not allowed.
- 182 8. Proxy voting and representation is permitted on the MPO Technical Committee, to the extent needed.  
183 Written authorization is not required, but new persons or persons not normally representing member  
184 agencies shall announce which member agency they are authorized to represent at the start of the meeting.

## MPO Cooperative Agreement

Absentee voting is not provided for and no single person may represent or vote for more than one member agency at any given meeting.

9. The business of the MPO Policy and Technical Committee meetings shall be conducted in accordance with the following and in the same order of priority to avoid conflict: (1) the terms of this Agreement, (2) applicable by-laws of the MPO, if any, and (3) Roberts Rules of Order.

10. Major MPO Policy Committee actions shall be made in the form of written resolutions approved or denied through formal motions at the meetings. At the discretion of the Policy Committee Chairman, more routine MPO Policy Committee actions or directions to the Technical Committee, RPC Executive Director or staff may be made in the form of motions. At the discretion of the Policy Committee Chairman a Consent Agenda may be used for routine functions of the Policy Committee. All official actions and the votes thereon shall be recorded in the minutes. Most Technical Committee actions will be in the form of motions which make recommendations or deliver information to the Policy Committee.

### **ARTICLE 10. MEMBERSHIP CRITERIA AND TERMS - POLICY COMMITTEE**

An entity desiring membership to the MPO Policy Committee should make a formal written request to the Policy Committee. The Policy Committee will review and evaluate all such requests and respond in a timely manner. New members may be added to the Policy Committee without re-ratification of this agreement by the legislative bodies of the existing members if (a) the new member entity is required by Federal Transportation Law, or (b) the new member entity is unanimously endorsed by existing MPO Policy Committee members and all of the following criteria and conditions are met.

1. The new entity is an incorporated village or city within the Census Defined Rockford Urbanized Area or a County encompassing part of the Census Defined Rockford Urbanized Area.

a. If the new entity is a County, it shall contain a population of at least 7,500 persons located within the Census-defined Rockford Urbanized Area, with said 7,500 persons not residing within a city or village having representation on the Policy Committee, according to the most recent U.S. Census of Population.

b. If the new entity is a city or village, it shall contain at least five (5) percent of the population of the Census-defined Rockford Urbanized Area, according to the most recent U.S. Census of Population.

2. The entity has responsibility (ownership or maintenance) for three (3) road miles or more with Federal route designation on the latest Federal Aid Five-Year Classification Map.

3. The entity has responsibility, including significant financial participation, for substantial public transit service, fixed route and/or demand-response.

4. The legislative body of the new entity adopts/ratifies this agreement (altered only to include their entity in the list of Policy Committee members).

5. The existing Policy Committee members unanimously agree to admit the requesting member.

### **ARTICLE 11. NEW MEMBERSHIP CRITERIA AND TERMS - TECHNICAL COMMITTEE**

Technical Committee membership may occasionally need to be changed or added to in response to changes in local government structure or transportation planning emphasis or enlargements of the MPO Metropolitan Planning Area (MPA). The Policy Committee, by unanimous agreement of its members, shall have the authority, without qualification, to change or add Technical Committee members. The Policy Committee may also appoint new Technical Committee members by simple majority vote if the entity meets all of the following criteria:

## MPO Cooperative Agreement

1. The entity is a local unit of government that has a relationship to the 3-C (continuing, cooperative, comprehensive) transportation planning activities totally or partially within the MPO Metropolitan Planning Area.
2. The entity is eligible to receive, directly or indirectly, Federal funds from the U.S. Department of Transportation and/or the U.S. Environmental Protection Agency, U.S. Department of Agriculture, U.S. Department of the Interior
3. The entity is able to contract with other entities, either as an autonomous entity itself or as an empowered department or agency of an autonomous entity.
4. The entity is: (a) a special purpose unit of government; or (b) a county, city or village that provides transportation services or facilities as part or all of its functions; or (c) a not-for-profit corporation whose chartered function under the laws of the State is to provide transportation services.

### **ARTICLE 12. EQUAL OPPORTUNITY ASSURANCE – TITLE VI AND ENVIRONMENTAL JUSTICE**

The participants of this Agreement hereby certify that as a condition of receiving Federal financial assistance to conduct transportation planning activities, the participants will ensure that:

1. No person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.
2. The MPO will compile, maintain and submit in a timely manner Title VI and Environmental Justice information required by FTA Circular 4702.1B et seq., and FTA Circular 4703.1 and in compliance with the U.S. Department of Transportation's Title VI regulation, 49 CFR Part 21.9.
3. The MPO will make it known to the public that the person or persons alleging discrimination on the basis of age, race, color, or national origin, as it relates to the provision of transportation services and transit-related benefits, may file a complaint with the Federal Transit Administration and/or the U.S. Department of Transportation.

### **ARTICLE 13. SEVERABILITY**

If any one or more of the provisions of this Agreement, or subsequent by-laws which may be added to direct or govern the activities of the MPO, or subsequent application thereof are declared unconstitutional or contrary to law by a court of competent jurisdiction, such ruling shall not affect any other provision of this Agreement not specifically included in such ruling or which can be given effect without the unconstitutional or invalid provision or application; and to this end, the provisions of this Agreement are declared severable.

### **ARTICLE 14. RATIFICATION, AMENDMENT AND TERMINATION**

1. Ratification of this Agreement shall be made by the Mayors, President, Chairman, or Director of the Cities, Village, Counties, or Department of Transportation, as appropriate, when so empowered by formal action of the appropriate member organization.
2. Amendment to this Agreement shall be made in the same manner as initial ratification.
3. Additional parties of this Agreement may participate through adoption of an authorizing resolution or ordinance similar to those adopted by the original members.
4. This Agreement shall become effective upon ratification and shall supersede all prior agreements for cooperative transportation planning in the Census Defined Rockford Urbanized Area.
5. This Agreement shall remain in force continuously and shall be automatically renewed on each succeeding June 30th following initial ratification unless a member presents written notice of intention to terminate

## MPO Cooperative Agreement

the Agreement at least six months prior to the annual automatic renewal date. Regardless of the above, this Agreement may be terminated or amended at any time upon unanimous mutual consent of the members.

### **ARTICLE 15. EFFECT ON PREVIOUS ACTIONS, POLICIES, AND PLANS**

In as much as the MPO has been in existence and has conducted transportation planning for the Rockford Urbanized Area since 1964, this Agreement is intended to establish the authority of the MPO to continue said transportation planning. This agreement shall supersede the MPO Cooperative Agreement previously adopted by Rockford, Loves Park, Machesney Park, Belvidere, Winnebago County, Boone County, Rockford Mass Transit District and the Illinois DOT on August 28<sup>th</sup>, 2014. With regard to all other plans, policies, procedures, studies, resolutions and other official actions previously adopted or established by and through the RATS organization in existence prior to this Agreement, and not in conflict with this Agreement, those official actions shall continue to remain in effect until further definitive action is taken by the MPO to add to, alter, or nullify all or any part of said previous official actions. Further, any policies, resolutions or official actions or parts thereof in conflict with the terms of this Agreement are hereby repealed to the extent of their conflict or inconsistency.

### **ARTICLE 16 – OTHER PERMITTED CHANGES TO THIS AGREEMENT**

After the initial ratification of this Agreement by the legislative bodies of the parties herein, the Policy Committee is authorized to make the following non-substantive, technical changes to this Agreement without further ratification by the legislative bodies:

1. Technical clarifications necessary to keep this document current with changes in Federal law and guidance pertaining to the Federally-required metropolitan planning process.
2. Codifications that update this document pursuant to actions taken by the MPO Policy Committee in accordance with the powers granted to the MPO Policy Committee in previous portions of this document – such as the addition of new members to the MPO Policy Committee or Technical Committee, changes regarding the RPC Executive Director or fiscal agent, and/or the creation of special subcommittees, said changes concordant with all other provisions herein.
3. Clarifications that do not substantively alter the terms or spirit of this Agreement but serve to clear up ambiguities of this Agreement.
4. Changes to prescribed meeting times and places as long as the opportunity for public involvement and comment is not impaired.

### **ARTICLE 17. LOCAL MATCH PAYMENTS**

The necessary local funds needed for the MPO planning dollars from the Federal Highway Administration (FHWA), Federal Transit Administration (FTA) and State of Illinois – Department of Transportation (IDOT) shall be split (by percentage) among the local and county units of government on the MPO Policy Committee based upon the most recent urbanized area population and their respected percentage for the Rockford Urbanized Area according to the Census of Population issued by the Bureau of the Census. IDOT and the Rockford Mass Transit District shall be exempt from these local funds payments. The total local fund amount shall be determined by the RPC Executive Director in consultation with the MPO Policy Committee when the annual Unified Work Program is prepared and adopted by the same Committee. The RPC Executive Director shall prepare quarterly invoices to each of the local and county units of government and transmit formal invoices. All agencies shall comply with the Governmental Prompt Payment Act. Failure to submit payment to the MPO in a timely manner shall be reported to the Policy Committee. Suspension or termination of membership shall be decided by the Policy Committee on a case by case basis.

### **ATTESTATION**

## MPO Cooperative Agreement

313 The undersigned officials hereby a t t e s t t h a t they have been duly authorized by their legislative authorities  
314 to enter into this Agreement.

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

316 \_\_\_\_\_  
Karl Johnson, Boone County Board Chairman, Boone County Date

317 \_\_\_\_\_  
Steve Johnson, Mayor, Village of Machesney Park Date

318 \_\_\_\_\_  
Thomas McNamara, Mayor, City of Rockford Date

319 \_\_\_\_\_  
Greg Jury, Mayor, City of Loves Park Date

320 \_\_\_\_\_  
Mike Chamberlain, Mayor, City of Belvidere Date

321 \_\_\_\_\_  
Herbert Johnson, Board Chairman, Rockford Mass Transit District Date

322 \_\_\_\_\_  
Kevin Marchek, Director, Illinois Department of Transportation, Region 2 Date

323 \_\_\_\_\_

# **FINANCE COMMITTEE**

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

Submitted by: Finance Committee

2018 CR

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**RESOLUTION AUTHORIZING SETTLEMENT OF A CLAIM  
AGAINST THE COUNTY OF WINNEBAGO ENTITLED  
CHERYL WHIPPLE VERSUS WINNEBAGO COUNTY**

---

**WHEREAS**, the County of Winnebago, Illinois, is involved in having claims asserted against it by Cheryl Whipple for injuries allegedly sustained while in the employment of River Bluff Nursing Home; and,

**WHEREAS**, the Plaintiff has offered to settle the above claim against the County of Winnebago for consideration payable in the amount of \$50,000 for the settlement and funding of the Medicare set aside in the amount of \$60,622.00, and a payment of the medical lien in the amount of \$1,600.00 (total of \$112,222.00) for a Workers Compensation case; and,

**WHEREAS**, counsel for the County of Winnebago recommends that it is in the best interest of the County of Winnebago to settle the above referenced claims upon the terms of the proposed settlement.

**NOW, THEREFORE, BE IT RESOLVED**, by the County Board of the County of Winnebago, Illinois that it does hereby authorize settlement of the claims entitled Cheryl Whipple versus County of Winnebago for injuries allegedly sustained by Cheryl Whipple while in the employment of River Bluff Nursing Home by payment of the amount of \$50,000 for the settlement and funding of the Medicare set aside in the amount of \$60,622.00, and a payment of the medical lien in the amount of \$1,600.00 (total of \$112,222.00) for permanent disability for a Workers Compensation case.

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

**BE IT FURTHER RESOLVED**, that the Clerk of the County Board is hereby authorized to prepare and deliver certified copies of this Resolution to the County Auditor, Director of Purchasing, Human Resources Director, and Williams & McCarthy.

Respectfully Submitted,  
**FINANCE COMMITTEE**

**AGREE**

**DISAGREE**

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

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

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

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

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

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

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

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

\_\_\_\_\_  
DAVE BOOMER

\_\_\_\_\_  
DAVE BOOMER

\_\_\_\_\_  
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 \_\_\_\_\_ 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

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

Submitted by: Finance Committee

2018 CR

---

**RESOLUTION AUTHORIZING SETTLEMENT OF A CLAIM  
AGAINST THE COUNTY OF WINNEBAGO ENTITLED  
TIMOTHY HILTON VERSUS WINNEBAGO COUNTY**

---

**WHEREAS**, the County of Winnebago, Illinois, is involved in having claims asserted against it by Timothy Hilton for injuries allegedly sustained while in the employment of the Highway Department; and,

**WHEREAS**, the Plaintiff has offered to settle the above claim against the County of Winnebago for consideration payable in the amount of \$52,972.13 for the settlement funding for a Workers Compensation case; and,

**WHEREAS**, counsel for the County of Winnebago recommends that it is in the best interest of the County of Winnebago to settle the above referenced claims upon the terms of the proposed settlement.

**NOW, THEREFORE, BE IT RESOLVED**, by the County Board of the County of Winnebago, Illinois that it does hereby authorize settlement of the claims entitled Timothy Hilton versus County of Winnebago for injuries allegedly sustained by Timothy Hilton while in the employment of the Highway Department by payment of the amount of \$52,972.13 for the settlement for permanent disability for a Workers Compensation case.

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

**BE IT FURTHER RESOLVED**, that the Clerk of the County Board is hereby authorized to prepare and deliver certified copies of this Resolution to the County Auditor, Director of Purchasing, Human Resources Director, and Williams & McCarthy.

Respectfully Submitted,  
**FINANCE COMMITTEE**

**AGREE**

**DISAGREE**

---

TED BIONDO, CHAIRMAN

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TED BIONDO, CHAIRMAN

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GARY JURY

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GARY JURY

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JOE HOFFMAN

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JOE HOFFMAN

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BURT GERL

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BURT GERL

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DAVE BOOMER

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DAVE BOOMER

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STEVE SCHULTZ

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STEVE SCHULTZ

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JAIME SALGADO

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JAIME SALGADO

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KEITH McDONALD

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KEITH McDONALD

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

MINUTES of a regular public meeting of the County Board of The County of Winnebago, Illinois, held in the County Board Room located in the Winnebago County Courthouse, 400 West State Street, Rockford, Illinois, in said County at 6:00 o'clock P.M., on the 6th day of September, 2018.

\* \* \*

The Chairman called the meeting to order and directed the County Clerk to call the roll.

Upon the roll being called, Frank Haney, the Chairman, and the following County Board Members were physically present at said location: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The following County Board Members were allowed by a majority of the members of the County Board in accordance with and to the extent allowed by rules adopted by the County Board to attend the meeting by video or audio conference: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

No County Board Member was not permitted to attend the meeting by video or audio conference.

The following County Board Members were absent and did not participate in the meeting in any manner or to any extent whatsoever: \_\_\_\_\_

\_\_\_\_\_

The Chairman announced that in order to fund all or a portion of the County's unfunded Illinois Municipal Retirement Fund (IMRF) liability, including prepayment of, and providing a budget stabilization fund for, such liability, the County Board would consider the adoption of an

ordinance authorizing the issuance of general obligation alternate bonds and directing the publication of a notice setting forth the determination of the County Board to issue such bonds.

Whereupon County Board Member \_\_\_\_\_ presented and the County Clerk read by title an ordinance as follows, copies of which were provided to everyone in attendance at said meeting who requested a copy:

**ORDINANCE NO. \_\_\_\_\_**

AN ORDINANCE authorizing the issuance by The County of Winnebago, Illinois, of General Obligation Bonds (Alternate Revenue Source) in an aggregate principal amount not to exceed \$50,000,000 for the purpose of funding all or a portion of the unfunded Illinois Municipal Retirement Fund (IMRF) liability of said County, including prepayment of, and providing a budget stabilization fund for, such liability.

\* \* \*

WHEREAS, The County of Winnebago, Illinois (the "*County*"), is a duly organized and existing unit of local government created and existing under the provisions of the laws of the State of Illinois, and is now operating under the provisions of the Counties Code of the State of Illinois, as amended; and

WHEREAS, in order to fund all or a portion of the County's unfunded Illinois Municipal Retirement Fund (IMRF) liability, including prepayment of, and providing a budget stabilization fund for, such liability, the County Board of the County (the "*Board*") has determined that it is necessary and in the best interests of the County that the County borrow an amount not to exceed \$50,000,000 and, in evidence thereof, issue alternate bonds in an aggregate principal amount not to exceed \$50,000,000, all in accordance with the Local Government Debt Reform Act of the State of Illinois, as amended (the "*Act*"); and

WHEREAS, the revenue source that will be pledged to the payment of the principal of and interest on the alternate bonds will be taxes levied upon all taxable property in the County for Illinois Municipal Retirement Fund purposes, to the fullest extent permitted by law, including Section 7 of the Pension Code of the State of Illinois, as amended (the "*Pledged Revenues*"); and

WHEREAS, if the Pledged Revenues are insufficient to pay the alternate bonds, ad valorem property taxes upon all taxable property in the County without limitation as to rate or amount are authorized to be extended to pay the principal of and interest on the alternate bonds:

NOW, THEREFORE, It Is Hereby Ordained by the County Board of The County of Winnebago, Illinois, as follows:

*Section 1. Incorporation of Preambles.* The Board hereby finds that all of the recitals contained in the preambles to this Ordinance are full, true and correct and does incorporate them into this Ordinance by this reference.

*Section 2. Determination To Issue Bonds.* In order to pay all or a portion of the County's outstanding unfunded IMRF liability, including prepayment of, and providing a budget stabilization fund for, such liability, it is necessary and in the best interests of the County that the County borrow an amount not to exceed \$50,000,000 and, in evidence thereof, alternate bonds of the County are hereby authorized to be issued and sold in an aggregate principal amount not to exceed \$50,000,000 (the "*Bonds*").

*Section 3. Publication.* This Ordinance, together with a notice in the statutory form, shall be published in the *Rockford Register Star*, being a newspaper having general circulation in the County. If no petition, signed by not less than 6,913 electors of the County (said number of electors being equal to 7.5% of the registered voters in the County) asking that the question of the issuance of the Bonds be submitted to referendum, is filed with the County Clerk of the County (the "*County Clerk*") within thirty (30) days after the date of the publication of this Ordinance and said notice, then the Bonds shall be authorized to be issued. A petition form shall be provided by the County Clerk to any individual requesting one.

*Section 4. Additional Ordinances.* If no petition meeting the requirements of applicable law is filed during the petition period hereinabove referred to, then the Board may adopt additional ordinances or proceedings supplementing or amending this Ordinance providing for the issuance and sale of the Bonds, and prescribing all the details of the Bonds, so long as the maximum aggregate principal amount of the Bonds as set forth in this Ordinance is not exceeded

and there is no material change in the purposes described herein. Such additional ordinances or proceedings shall in all instances become effective immediately without publication or posting or any further act or requirement. This Ordinance, together with such additional ordinances or proceedings, shall constitute complete authority for the County to issue the Bonds in accordance with applicable law.

*Section 5. Severability.* If any section, paragraph, clause or provision of this Ordinance shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this Ordinance.

*Section 6. Repealer and Effective Date.* All ordinances, resolutions or orders, or parts thereof, in conflict with the provisions of this Ordinance are to the extent of such conflict hereby repealed and this Ordinance shall be in full force and effect forthwith upon its adoption.

PASSED by the County Board of The County of Winnebago, Illinois, this 6th day of September, 2018.

---

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

ATTEST

---

County Clerk,  
The County of Winnebago, Illinois

County Board Member \_\_\_\_\_ moved and County Board Member \_\_\_\_\_ seconded the motion that said ordinance as presented and read by title be adopted.

After a full discussion thereof, the Chairman directed that the roll be called for a vote upon the motion to adopt said ordinance.

Upon the roll being called, the following County Board Members voted AYE: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The following County Board Members voted NAY: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Whereupon the Chairman declared the motion carried and said ordinance adopted, approved and signed the same in open meeting and directed the Clerk to record the same in the records of the County Board of The County of Winnebago, Illinois, which was done.

Other business not pertinent to the adoption of said ordinance was duly transacted at the meeting.

Upon motion duly made, seconded and carried, the meeting was adjourned.

\_\_\_\_\_  
County Clerk

STATE OF ILLINOIS                 )  
  ) SS  
COUNTY OF WINNEBAGO         )

**CERTIFICATION OF ORDINANCE AND MINUTES**

I, the undersigned, do hereby certify that I am the duly qualified and acting County Clerk of The County of Winnebago, Illinois (the "*County*"), and as such officer I am the keeper of the books, records, files, and journal of proceedings of the County and of the County Board thereof (the "*Board*").

I do further certify that the foregoing constitutes a full, true and complete transcript of the minutes of the meeting of the Board held on the 6th day of September, 2018, insofar as the same relates to Ordinance No. \_\_\_\_\_ entitled:

AN ORDINANCE authorizing the issuance by The County of Winnebago, Illinois, of General Obligation Bonds (Alternate Revenue Source) in an aggregate principal amount not to exceed \$50,000,000 for the purpose of funding all or a portion of the unfunded Illinois Municipal Retirement Fund (IMRF) liability of said County, including prepayment of, and providing a budget stabilization fund for, such liability.

a true, correct and complete copy of which said ordinance as presented at said meeting appears in the foregoing transcript of the minutes of said meeting.

I do further certify that the deliberations of the Board on the consideration of said ordinance were taken openly, that the vote on the adoption of said ordinance was taken openly, that said meeting was held at a specified time and place convenient to the public, that notice of said meeting was duly given to all of the news media requesting such notice, that an agenda for said meeting was posted at the location where said meeting was held and at the principal office of the Board at least 48 hours in advance of the holding of said meeting, that at least one copy of said agenda was continuously available for public review during the entire 48-hour period preceding said meeting, that a true, correct and complete copy of the agenda as so posted is attached hereto as *Exhibit A*, that said meeting was called and held in strict accordance with the provisions of the Counties Code of the State of Illinois, as amended, the Open Meetings Act of the State of Illinois, as amended, and the Local Government Debt Reform Act of the State of Illinois, as amended, and that the Board has complied with all of the applicable provisions of said Code and said Acts and its procedural rules in the consideration of said ordinance.

IN WITNESS WHEREOF, I hereunto affix my official signature and the seal of the County,  
this 6th day of September, 2018.

---

County Clerk, The County of  
Winnebago, Illinois

[SEAL]

**NOTICE OF INTENT TO ISSUE BONDS  
AND RIGHT TO FILE PETITION**

NOTICE IS HEREBY GIVEN that pursuant to Ordinance No. \_\_\_\_\_ (the "*Ordinance*"), adopted by the County Board of The County of Winnebago, Illinois (the "*County*"), on the 6th day of September, 2018, the County intends to issue alternate bonds (the "*Bonds*") in an aggregate principal amount not to exceed \$50,000,000 in order to fund all or a portion of the County's Illinois Municipal Retirement Fund (IMRF) liability, including prepayment of, and providing a budget stabilization fund for, such liability. The revenue source that will be pledged to the payment of the principal of and interest on the Bonds will be taxes levied upon all taxable property in the County for Illinois Municipal Retirement Fund purposes, to the fullest extent permitted by law, including Section 7 of the Pension Code of the State of Illinois, as amended. If this revenue source is insufficient to pay the Bonds, ad valorem property taxes upon all taxable property in the County without limitation as to rate or amount are authorized to be extended to pay the principal of and interest on the Bonds. A complete copy of the Ordinance follows this notice.

NOTICE IS HEREBY FURTHER GIVEN that a petition signed by 6,913 or more electors of the County (said number of electors being equal to 7.5% of the registered voters in the County) asking that the question of the issuance of the Bonds be submitted to referendum, may be filed with the County Clerk of the County (the "*County Clerk*") within 30 days after the date of publication of the Ordinance and this notice. If such petition is filed with the County Clerk within thirty (30) days after the date of publication of the Ordinance and this notice, an election on the proposition to issue the Bonds shall be held on the 26th day of February, 2019, unless no voters in the County are scheduled to cast votes for any candidates for nomination for, election to or retention in public office at said election, in which case an election on the proposition to issue the Bonds shall be held on the 2nd day of April, 2019. The Circuit Court may declare that an emergency referendum should be held prior to either of said election dates pursuant to the provisions of Section 2A-1.4 of the Election Code of the State of Illinois, as amended. If no such petition is filed within said thirty (30) day period, then the County shall thereafter be authorized to issue the Bonds for the purpose hereinabove provided. A form of petition is available to any individual requesting one at the office of the County Clerk.

By order of the County Board of The County of Winnebago, Illinois, this 6th day of September, 2018.

Tiana McCall  
County Clerk, The County of Winnebago,  
Illinois

STATE OF ILLINOIS            )  
  ) SS  
COUNTY OF WINNEBAGO    )

**PETITION**

To the County Clerk of The County of Winnebago, Illinois:

We, the undersigned, being registered voters of The County of Winnebago, Illinois, do hereby request that the following proposition be submitted to the voters of said County: "Shall The County of Winnebago, Illinois, be authorized to issue \$50,000,000 general obligation alternate bonds in order to fund all or a portion of said County's Illinois Municipal Retirement Fund (IMRF) liability, including prepayment of, and providing a budget stabilization fund for, such liability, as described in Ordinance No. \_\_\_\_\_, adopted by the County Board of said County on the 6th day of September, 2018, with taxes levied upon all taxable property in said County for Illinois Municipal Retirement Fund purposes, to the fullest extent permitted by law, including Section 7 of the Pension Code of the State of Illinois, as amended, to be the revenue source to be used to pay the principal of and interest on said bonds, unless said revenue source is insufficient to pay said bonds, in which case ad valorem property taxes levied upon all taxable property in said County without limitation as to rate or amount are authorized to be extended for such purpose?", to be certified to you and submitted to the electors of said County at the next election at which said proposition lawfully may be submitted to said voters:

SIGNATURE	STREET ADDRESS OR RURAL ROUTE NUMBER	CITY, VILLAGE OR TOWN
_____	_____	_____, Winnebago County, Illinois
_____	_____	_____, Winnebago County, Illinois
_____	_____	_____, Winnebago County, Illinois
_____	_____	_____, Winnebago County, Illinois
_____	_____	_____, Winnebago County, Illinois
_____	_____	_____, Winnebago County, Illinois
_____	_____	_____, Winnebago County, Illinois
_____	_____	_____, Winnebago County, Illinois
_____	_____	_____, Winnebago County, Illinois
_____	_____	_____, Winnebago County, Illinois

The undersigned, being first duly sworn, deposes and certifies that he or she is at least 18 years of age, his or her residence address is \_\_\_\_\_ (Street Address), \_\_\_\_\_ (City, Village or Town), Winnebago County, Illinois, that he or she is a citizen of the United States of America, that the signatures on the foregoing petition were signed in his or her presence and are genuine, that to the best of his or her knowledge and belief the persons so signing were at the time of signing said petition registered voters of said County and that their respective residences are correctly stated therein.

Signed and sworn to before me this \_\_\_\_\_  
\_\_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
Illinois Notary Public

My commission expires \_\_\_\_\_

(NOTARY SEAL)

Respectfully Submitted,  
**FINANCE COMMITTEE**

**AGREE**

**DISAGREE**

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

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

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

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

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

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

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

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

\_\_\_\_\_  
DAVE BOOMER

\_\_\_\_\_  
DAVE BOOMER

\_\_\_\_\_  
STEVE SCHULTZ

\_\_\_\_\_  
STEVE SCHULTZ

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

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

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

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

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

ATTESTED BY:

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

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

# **BOARD APPOINTMENTS**



# Executive Summary

Date: September 3, 2018

From: County Board Chairman Frank Haney

Topic: **Board Appointment**

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**State of Illinois Public Act 099-0634** requires disclosure of appointments to local public entities.

**County Code Chapter 2, Article II, Division 4, Section 2-88** states, "The chairman shall make all appointments to commissions, boards, authorities, or special districts with the advice and consent of the county *board*, or as otherwise provided by law."

**Recommendation:** County Board Chairman Frank Haney recommends the following person(s) to serve as County appointees.

.....

**Bill LeFevre** of Cherry Valley, Illinois, to fill the vacant 3 year term of Gary Maitland who passed away. His fulfilment would run from September 2018-May 2020 on the Cherry Valley Fire Protection District Board.

About the Cherry Valley Fire Protection District	
<b>Location:</b>	4919 Blackhawk Road, Cherry Valley, IL
<b>Service Description:</b>	Provide fire emergency, medical and other life safety services to the Village of Cherry Valley and Winnebago and Boone Counties
<b>Board Composition:</b>	Three trustees, appointed by the Winnebago County Board Chairman with advice and consent of the County Board
<b>Origin of Entity:</b>	Fire Protection District AT (70 ILCS 705/1)
<b>Property Tax/Funding:</b>	District levies and annual property tax, charges for services and replacement tax
<b>Consolidation/ Dissolution Plan:</b>	<i>If applicable</i>
<b>Compensation:</b>	None

RECEIVED

AUG 9 - 2018

## VILLAGE OF CHERRY VALLEY

Winnebago County Board Chairman Frank Haney  
Administration Building  
404 Elm Street  
Rockford, IL 61101

Dear Chairman,

Unfortunately, due to the passing of Gary Maitland, the Cherry Valley Fire Protection District has an open Board of Trustees position to fill. Please consider this letter my official recommendation that this position be filled by Mr. William (Bill) R. LeFevre of Cherry Valley, Illinois. Per State Statutes, this is the one position on the Cherry Valley Fire Protection District Board of Trustees which is filled by a resident of the Village of Cherry Valley.

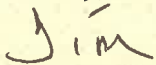
I have known Bill LeFevre for almost forty years. He has lived in the Village of Cherry Valley for over 30 years, is married and they have three adult children. Bill has been an extremely active volunteer in our community; he served the Cherry Valley Fire Protection District as a Firefighter, a Lieutenant and as a Battalion Chief, retiring in July of 2015 after 38 years of service. He was then asked to serve the Fire District again and was appointed to the Cherry Valley Fire Protection District Board of Fire Commissioners in February 2016 and continues to still serve on this commission today.

Bill has also been very active member of the Cherry Valley Festival Days Committee (for over 20 years), a Charter Representative for our local Boy Scout Troop 181, has served from time to time on various advisory committees for the Village of Cherry Valley and was the 2005 recipient of the village's "Citizen of the Year" Award.

Bill has the dedication, the experience and the passion to continue to serve the residents of the Village of Cherry Valley in this role as a Trustee for the Cherry Valley Fire Protection District.

I believe he would be an excellent appointment to the Cherry Valley Fire Protection District Board of Trustees.

Sincerely,



Jim E. Claeyssen  
Village President  
Cherry Valley, IL  
[jclaeyssen@cherryvalley.org](mailto:jclaeyssen@cherryvalley.org)  
815.332.1270

CC: Cherry Valley Village Board of Trustees

August 2, 2018

Winnebago County Board Chairman Frank Haney  
Administration Building  
404 Elm Street  
Rockford, IL 61101

Dear Chairman Haney,

My name is Bill LeFevre from Cherry Valley, Illinois and I am asking to be appointed to the open Trustee position for the Cherry Valley Fire Protection District. It would be an honor to be able to serve the citizens of the Cherry Valley Fire Protection District as a Trustee. I have dedicated over 38 years to the fire service in Cherry Valley as a firefighter, Lieutenant, and Battalion Chief, retiring in July of 2015. I was appointed to the Cherry Valley Fire Protection District Board of Fire Commissioners in February of 2016 where I am currently serving as Secretary.

My family and I have lived in the Village of Cherry Valley for 32 years and in the Fire District for over 38 years. I am married and have three adult children. The fire service is in our blood; my Uncle was a volunteer for Sterling Fire and my son is a career firefighter for Freeport Fire. My father taught me about hard work, dedication, honesty, integrity, respect, and trust, those are traits I try to teach others and pass on. These life lessons, my passion for helping others and my time working in the fire service have made me who I am today. I believe that we as citizens have a duty to serve in the hope of making our communities a better place to live. I am proud to call Cherry Valley home!

I currently am employed by Crandall Stats & Sensors in Machesney Park, IL as a Principal Engineer. We are a small company that employs 28 people. As with any small company you have to wear many hats. My experience in problem solving, troubleshooting and my technical knowledge gives me a unique perspective when approaching issues. Prior to that I worked for the Barber Colman Company for over 35 years. I am the Secretary for the Cherry Valley Festival Days Committee and the Charter Organization Representative for Boy Scout Troop 181. I am also a member of St. Rita's Church.

With my experience and background in the fire service, my passion to help and serve those in the community and my unique perspective looking at issues I believe I would be a good appointment as Trustee for the Cherry Valley Fire Protection District.

Sincerely,



William R. LeFevre  
8907 Sultana Court  
Cherry Valley, IL 61016  
815-315-2131  
wrlefevre@comcast.net

CC: Cherry Valley Fire Protection District Trustees Rebecca Ihne and Karl Ericksen  
Cherry Valley Village President James E. Claeyssen

# WILLIAM R. LEFEVRE

8907 Sultana Court • Cherry Valley, Illinois 61016

Phone: (815) 315-2131

E-mail: wrlefevre@comcast.net

Accomplished, responsible with a reputation for honesty and integrity with over 38 years experience in the Fire Service. Extremely reliable. Not easy to distract from tasks at hand, able to keep calm when situation is chaotic. Logical thinker who can look at situations and use a systematic and unique approach to solving issues.

## Core Competencies

- |                          |                      |                   |
|--------------------------|----------------------|-------------------|
| ✓ Leadership / Mentoring | ✓ Team Building      | ✓ Problem Solving |
| ✓ Staff Training         | ✓ Strategic Planning | ✓ Decision Making |
| ✓ Supervision            | ✓ Logical Thinker    | ✓ Safety          |

## ACHIEVEMENTS / AWARDS

- Cherry Valley Fire Protection District Firefighter of the Year 2004
- Cherry Valley Citizen of the Year 2005
- Cherry Valley VFW Post 1576 Firefighter of the Year 2005
- Cherry Valley Fire Protection District Medal of Valor 2007
- Cherry Valley VFW Post 1576 Firefighter of the Year 2009

## PROFESSIONAL EXPERIENCE

**Cherry Valley Fire Protection District – Cherry Valley, IL**

**2016 – Present**

### Fire Commissioner (Secretary)

- Responsible for maintaining a permanent record of all meetings.
- Custodian of all the forms, papers, books, records and completed examinations of the Board.
- Administer testing for career firefighters and department promotional exams.
- Maintain a firefighter eligibility list and department promotional list.
- Work with Chief on any discipline issues with career personnel.

**2008 - 2015**

### Battalion Chief

- Managed over 20 officers and firefighters at Station #1.
- Responsible for monthly personnel reports to the Chief and Trustees.
- Work together with the other officers on our yearly budgets.
- Command and control responsibilities at incident scenes.
- Staffing assignments, weekly and monthly.
- Prepared training materials for department and Chief, working with personnel as required.
- Help manage the largest incident in Cherry Valley Fire's history in June of 2009.
- Hiring of POC personnel.
- Responsible for seeing that all station equipment and apparatus issues were addressed.
- Communicating to the Chief any issues at Station #1 that could affect Department.
- Worked on new apparatus quotes, specifications, and builds.

**1987 - 2008**

### Lieutenant

- Responsible for crew of around 5 firefighters.
- Assist in training of personnel.
- Assigning station duties as per Station Chief.
- Assist Station Chief as required.
- Assist in new personnel interviews.
- Assist with Junior Firefighter Program.

1979 - 1987

**Firefighter**

- Participate in trainings, follow orders, respond to all calls that I was able to.
- One of the first State Certified ERT (Emergency Rescue Technician)
- Became State Certified EMT-B (Emergency Medical Technician)

**EDUCATION**

**Associate of Applied Science in Electronics Technology**

Rock Valley College

Rockford, Illinois

**TRAININGS / CERTIFICATIONS**

Certified Firefighter III  
Certified Instructor I  
Certified Fire Officer I

Certified HazMat Operations  
Certified Fire Management I & II  
National Fire Academy Leadership I

National Incident Command  
Certified  
ERT  
EMT-B

**COMMUNITY / VOLUNTEER SERVICE**

Cherry Valley Festival Days  
Boy Scouts of America Troop 181

August 4, 2018

Executive Assistant Stacy Mullins  
Administration Building  
404 Elm Street  
Rockford, IL 61101

Dear Stacy,

My name is Bill LeFevre from Cherry Valley, Illinois and I am asking to be appointed to the open Trustee position for the Cherry Valley Fire Protection District. You will find a letter to Chairman Haney and my resume as it relates to this position. Should you need anything else please feel free to contact me.

Sincerely,

A handwritten signature in black ink, appearing to read "William R. LeFevre", with a long horizontal flourish extending to the right.

William R. LeFevre  
8907 Sultana Court  
Cherry Valley, IL 61016  
815-315-2131  
wrlefevre@comcast.net



## Executive Summary

Date: August 28, 2018

From: County Board Chairman Frank Haney

Topic: **Board Appointment**

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**State of Illinois Public Act 099-0634** requires disclosure of appointments to local public entities.

**County Code Chapter 2, Article II, Division 4, Section 2-88** states, "The chairman shall make all appointments to commissions, boards, authorities, or special districts with the advice and consent of the county *board*, or as otherwise provided by law."

**Recommendation:** County Board Chairman Frank Haney recommends the following person(s) to serve as County appointees.

.....  
**Ryan Gordon** of Pecatonica, Illinois, 61063 to serve a 6-year term from September 2018 – March 2020 on the Cherry Valley Cemetery Association Board. Ryan will be filling the vacant spot of his father, Ron Gordon, who passed away.

About the Winnebago County Cherry Valley Cemetery Association	
<b>Location:</b>	2494 Mill Road, Cherry Valley, IL
<b>Service Description:</b>	Administrative, care and maintaining of cemetery formed by the Association.
<b>Board Composition:</b>	Seven (7) members appointed by the Winnebago County Board Chairman with advice and consent of the County Board
<b>Compensation</b>	N/A
<b>Origin of Entity:</b>	805 ILCS 320/1 Section 1 that any six (6) or more persons may organize a cemetery association to be owned, managed and controlled in the manner hereinafter provided
<b>Property Tax/Funding:</b>	Interment fees and sale of grave plots
<b>Consolidation/ Dissolution Plans:</b>	<i>If applicable</i>

RECEIVED

AUG 8 - 2018

Winnebago County Board Chairman Frank Haney  
Administration Building  
404 Elm Street  
Rockford, IL 61101

Dear Chairman,

My name is David White and I currently serve as the President of the Cherry Valley Cemetery Board. We currently have an opening on our Board due to the passing of Mr. Ron Gordon Sr. of Rockford, Illinois last year. Please consider this letter as my recommendation that you appoint Mr. Ryan Gordon (his son) to fill this position.

As you know these appointments volunteer their time to oversee the perpetual care of the cemetery, manage the cemetery's funds and help maintain the grounds of the cemetery for all our passed loved ones. Ryan has always been willing to help the Board on our Spring & Fall Cleanup Days, placing flags with his Dad on the graves of our service men and women on Memorial Day and even designed and built our cemetery sign when he was younger for his Eagle Scout Service Award.

Ryan is a good young man and would like to honor his father by serving on the Cherry Valley Cemetery Board.

Ryan Gordon  
5104 Newburg Road  
Rockford, IL 61108  
(815) 298-3363

Sincerely,



Mr. David White  
President - Cherry Valley Cemetery Board  
8931 Sultana Court  
(815) 332-3114  
Cherry Valley, IL 61016



# Executive Summary

Date: September 4, 2018

From: County Board Chairman Frank Haney

Topic: **Board Appointment**

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**State of Illinois Public Act 099-0634** requires disclosure of appointments to local public entities.

**County Code Chapter 2, Article II, Division 4, Section 2-88** states, "The chairman shall make all appointments to commissions, boards, authorities, or special districts with the advice and consent of the county *board*, or as otherwise provided by law."

**Recommendation:** County Board Chairman Frank Haney recommends the following person(s) to serve as County appointees.

.....  
**Shirley Alberstett** of Pecatonica, Illinois, 61063 to serve a 6-year term from June 2018 – December 2023 on the Howard Union Cemetery District

About the Winnebago County Howard Union Cemetery Association	
<b>Location:</b>	16990 W. Campbell Road, Davis, IL
<b>Service Description:</b>	Administrative, care and maintaining of cemetery formed by the Association.
<b>Board Composition:</b>	Nine members appointed by the Winnebago County Board Chairman with advice and consent of the County Board
<b>Compensation</b>	N/A
<b>Origin of Entity:</b>	805 ILCS 320/1, Section 1 that any six (6) or more persons may organize a cemetery association to be owned, managed and controlled in the manner hereinafter provided
<b>Property Tax/Funding:</b>	Interment fees and sale of grave plots
<b>Consolidation/ Dissolution Plans:</b>	<i>If applicable</i>