



WINNEBAGO COUNTY

— ILLINOIS —

AGENDA

Winnebago County Courthouse
400 West State Street, Rockford, IL 61101
County Board Room, 8th Floor and
(In Person Meeting with Zoom Option)

Thursday, April 22, 2021
6:00 p.m.

1. **Call to Order**Chairman Joseph Chiarelli
2. **Invocation and Pledge of Allegiance**Board Member Aaron Booker
3. **Agenda Announcements**Chairman Joseph Chiarelli
4. **Roll Call**Clerk Lori Gummow
5. **Awards, Presentations, Public Hearings, and Public Participation**
 - A. Awards – Presented to Deputies Wes Ganz and Ryan Fish
 - B. Capital Improvement Plan Presentation by David J. Rickert, CFO
 - C. Public Hearings – None
 - D. Public Participation – None
 - E. Proclamation – National Public Safety Telecommunicators Week
6. **Approval of Minutes**Chairman Joseph Chiarelli
 - A. Approval of March 25, 2021 minutes
 - B. Layover of April 8, 2021 minutes
7. **Consent Agenda**.....Chairman Joseph Chiarelli
 - A. Raffle Report
 - B. Auditor’s Report – Approval of Bills
8. **Appointments (Per County Board rules, Board Chairman appointments require a 30 day layover unless there is a suspension of the rule).**
 - A. Community Action Agency Board
 1. Dorothy Redd (New Appointment), Rockford, Illinois, April 2021 – April 2022
 - B. North Park Public Water District Board – Laid Over from March 11, 2021 Meeting
 1. Brett Hruby (New Appointment), Roscoe, Illinois, February 2021 – February 2026
 - C. Harlem-Roscoe Fire District Board – Laid Over from March 11, 2021 Meeting
 1. Al Bach Sr. (Reappointment), Roscoe, Illinois, April 30, 2021 – April 30, 2024
 - D. 911 Emergency Telephone System Board

1. Don Carlson (Reappointment), Rockford, Illinois, April 2019 – April 2022
- E. Board of Review
 1. Jay Dowthard (Reappointment), Rockford, Illinois, May 2021 – May 2023
 2. Pamela Cunningham (New Appointment), Rockford, Illinois, May 2021 – May 2023

9. Reports of Standing Committees **Chairman Joseph Chiarelli**

- A. Finance Committee **Jaime Salgado, Committee Chairman**
 1. Committee Report
 2. Ordinance Providing for the Creation of a Capital Improvement Plan Budget to be Laid Over
 3. Resolution Supporting SB1721 — Proposed Amendments to the Property Tax Code (35 ILCS 200/21-90; 35 ILCS 200/21-215; 35 ILCS 200/21-355) Counties Code (55 ILCS 5/5-1121) and Illinois Municipal Code (65 ILCS 5/11-31-1) Laid Over from April 8, 2021 Meeting
 4. Resolution Opposing SB2278 — Proposed Amendment to State Statute 55 ILCS 5/5-1006.5 (Special County Retailers' Occupation Tax for Public Safety, Public Facilities, Mental Health, Substance Abuse, or Transportation) Laid Over from April 8, 2021 Meeting
- B. Zoning Committee **Jim Webster, Committee Chairman**
Planning and/or Zoning Requests:
 1. Z-02-21 A map amendment to rezone +/- 24.66 acres from the AG, Agricultural Priority District to the CG, General Commercial District for the property that is commonly known as the northeast corner of Rote and N. Lyford Roads in Rockford Township, District 8 to be laid over.
 2. A Resolution calling for the Governor and General Assembly to protect Local Control of Zoning and Land Use with regard to Commercial Wind Power Energy Facilities (Wind Farms), Countywide.
 3. Committee Report
- C. Economic Development Committee **Jas Bilich, Committee Chairman**
 1. Committee Report
 2. Resolution Authorizing The Chairman Of The County Board To Execute A Redevelopment Agreement By And Between The County Of Winnebago, Illinois And Venture One Development, LLC For Project Sawgrass
- D. Operations & Administrative Committee **Keith McDonald, Committee Chairman**
 1. Committee Report
 2. Resolution Authorizing the Execution of a Renewal Agreement with Vision Service Plan (VSP) for Voluntary Vision Insurance
 3. Resolution Authorizing the Execution of an Agreement with Zero Card for a Voluntary/Supplemental Health Benefit
 4. Resolution Authorizing the Execution of an Agreement with Aura Benefits Program for a Voluntary Identity Guard Plan
 5. Resolution for Approval of Winnebago County Board Chairman Proposed Vehicle Use
 6. Resolution to Approve Telecommunication Service Contract

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

1. Committee Report
2. (21-008) Resolution Authorizing the Award of a Bid for an Expansion Joint Repair on Meridian Road Bridge Over the Pecatonica River - (Section: 21-00681-00-BR)
Cost: \$ 22,000 C.B. District: 2
3. (21-009) Resolution Authorizing the Execution of a Local Public Agency Agreement with Willett Hofmann & Associates Inc. and the Appropriation of the Local Share of Funds to Provide Construction Engineering Services for the Rehabilitation of Alpine Road Bridge Over Forest Hills Road - (Section 16-00620-00-BR)
Cost: \$ 320,758.00 C.B. District: 17 & 20
4. (21-010) Resolution Rescinding Resolution # 21-005 (previously awarded bids) and Awarding Bids for Mowing and Vegetation Control
Cost: \$ 14,625 (Mowing - 2021 season) C.B. District: County Wide
\$ 14,625 (Mowing - 2022 season)
\$ 11,850 (Weed Control – 2021 season)
\$ 11,850 (Weed Control – 2022 season)

F. Public Safety and Judiciary Committee.....**Burt Gerl, Committee Chairman**

1. Committee Report

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

11. New Business.....Chairman Joseph Chiarelli

12. Announcements & Communications.....Clerk Lori Gummow

A. Correspondence (see packet)

13. AdjournmentChairman Joseph Chiarelli

Next Meeting: Thursday, May 13, 2021

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

|||
Office of the Sheriff
Winnebago County



Gary Caruana
Sheriff



650 West State Street
Rockford, Illinois 61102
815-319-6000

To: Deputy Wes Ganz and Deputy Ryan Fish

From: Sheriff Gary Caruana

Date: 02/22/2021

Re: Commendation for Life Saving (WB21-001813)

On February 16, 2021, Deputies Ganz and Fish responded to 7851 Kelly Road in reference to a male subject calling 911 and stating that his residence was filled with smoke and he was unable to exit the residence. Upon their arrival to the residence, they located an unlocked back door and opened it. When they opened the door, they observed a large amount of smoke inside of the residence. Deputy Ganz called out for anybody inside of the residence and he received an answer from the resident (an 83 year old male). The subject was unable to walk to Deputy Ganz. Due to the heavy smoke inside of the residence, Deputy Ganz crawled through the residence, constantly calling out to the subject to try and locate him. Deputy Ganz was able to locate the subject and drag him through the residence to Deputy Fish and other assisting officers as they kept in constant contact with Deputy Ganz so he could find his way out of the residence.

Shortly after the subject was removed from the residence, flames were observed in the basement of the residence. Win Bur Sew ambulance arrived on scene to treat the subject and transport him to St. Anthony Hospital where he was treated for smoke inhalation.

Deputy Fish was treated at the scene by the ambulance for a cut to his left hand that was caused by breaking a window out of the residence to provide an alternate route of escape, if it was needed. Deputy Ganz was also seen by medical personnel at the scene.

295th Nationally Accredited



Law Enforcement Agency

Deputy Ganz and Deputy Fish applied their training and performed their duties in an outstanding manner. Their quick response and actions clearly saved the life of this subject as smoke was quickly filling up the residence. They each went above and beyond the call of duty. Thank you for your outstanding efforts.

Sincerely,



Sheriff Gary Caruana

Winnebago County Sheriff's Deputies Ryan Fisk and
Wes Lang,

Words cannot come nearly close enough to expressing our most sincere gratitude for the extreme extent you both went of risking your own lives to rescue our family member from a house fire this past week. Knowing that you both were there for him during such a tragic situation, was incredibly comforting.

Seeing the body cam footage was emotionally intense for us to watch. We are in complete awe of the hardwork and dedication shown to a complete stranger. Even though we all know the role of a police officer is to protect and serve the members of their community, I don't think anyone really understands the full extent of that meaning until they see footage such as this! You all are a true God-send to our family and this community! Saying thank you doesn't come anywhere close to what you all deserve! We are so blessed to have you all serving in such a

selfless + humble career path to be
there for us when we're in our
most vulnerable times in life. It's
truly reassuring to know if we are
ever in ~~need~~, the heroes in blue are
standing by waiting for our anxiety-filled
call for help. They spring into action,
putting us ahead of themselves. They
rescue us so that we are given
another day, even if it means risking
not seeing another one of their own.
We love you all and will forever
be grateful for your wonderful act
of kindness and humility.

With hearts full of gratitude,
The Family of Jack Nelson



Proclamation

In Recognition of

"National Public Safety Telecommunicators Week"

April 11, 2021 – April 17, 2021

WHEREAS, emergencies can occur at anytime that require police, fire or emergency medical services; and

WHEREAS, when an emergency occurs the prompt response of police officers, firefighters and emergency medical services is critical to the protection of life and preservation of property; and

WHEREAS, the safety of our police officers, firefighters and emergency medical services is dependent upon the quality and accuracy of information obtained from citizens who telephone the Winnebago County Emergency 911 Communications Center; and

WHEREAS, Public Safety Telecommunicators are the first and most critical contact our citizens have with emergency services; and

WHEREAS, Public Safety Telecommunicators are the single vital link for our police officers, firefighters and emergency medical services by monitoring their activities by radio, providing them information and insuring their safety; and

WHEREAS, Public Safety Telecommunicators of Winnebago County have contributed substantially to the apprehension of criminals, suppression of fires and treatment of patients; and

WHEREAS, each dispatcher has exhibited compassion, understanding and professionalism during the performance of their job in the past year.

THEREFORE, BE IT RESOLVED that the Public Safety and Judiciary Committee recognizes the week of April 11, 2021 through April 17, 2021 to be National Public Safety Telecommunicators Week in Winnebago County, in honor of the men and women whose diligence and professionalism keep the County and our citizens safe.



Burt Gerl, Public Safety &
Judiciary Committee Chair

Date

Joseph V. Charelli
Joseph Charelli, Winnebago
County Board Chairman

4/16/2021
Date

Patrick Thompson
Patrick Thompson, Winnebago
County Administrator

4.19.21
Date

Approval of Minutes

**REGULAR ADJOURNED MEETING
WINNEBAGO COUNTY BOARD
MARCH 25, 2021**

1. Chairman Chiarelli Called to Order the Regular Adjourned Meeting of the Winnebago County Board for Thursday, March 25, 2021 at 6:00 p.m.

Chairman Chiarelli read in a statement determining that an in person meeting is not practicable or prudent due to the COVID-19 pandemic.

2. County Board Member Arena gave the invocation and led the Pledge of Allegiance.
3. Agenda Announcements: None
4. Roll Call: 19 Present. 1 Absent. (Board Members Arena, Bilich, Booker, Butitta, Crosby, Fellars, Gerl, Hoffman, Kelley, Lindmark, McCarthy, McDonald, Nabors, Redd, Salgado, Schultz, Tassoni, Webster, and Wescott were present) (Board Member Goral was absent.)

Board Member Goral arrived at 6:05 p.m.

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

5. Awards - None
- Presentations - Public Safety Tax Presentation by David J. Rickert, CFO. Discussion by Chairman Chiarelli and Board Members Webster, Goral, Redd, Nabors, Fellars, Arena, McDonald, Wescott, Bilich, Booker, Salgado, Lindmark, McCarthy, and Schultz.
- Public Hearings - None
- Public Participation - None

APPROVAL OF MINUTES

6. Chairman Chiarelli entertained a motion to approve the Minutes. Board Member Fellars made a motion to approve County Board Minutes of February 25, 2021 and layover County Board Minutes of March 11, 2021, seconded by Board Member Nabors. Motion was approved by a roll call vote of 20 yes votes.

CONSENT AGENDA

7. Chairman Chiarelli entertained a motion to approve the Consent Agenda for March 25, 2021. Board Member Crosby made a motion to approve the Consent Agenda which includes the Raffle

Report and the Auditor's Report – Approval of bills, seconded by Board Member Nabors. Motion was approved by a roll call vote of 20 yes votes.

APPOINTMENTS

8. Board Member Crosby made a motion to approve the Otter Creek Lake Utility District Board Appointment-Laid Over from February 25, 2021 Meeting (as listed below), seconded by Board Member Wescott. Motion was approved by a roll call vote of 20 yes votes.

Board Member Lindmark made a motion to approve the University of Illinois Extension Board-Laid Over from February 25, 2021 Meeting (as listed below), seconded by Board Member McCarthy. Discussion by Deputy State's Attorney Vaughn and Board Members Webster and McDonald. Motion was approved by a roll call vote of 17 yes votes. (Board Members Booker, Goral, and Webster abstained.)

APPOINTMENT(S)

A. Otter Creek Lake Utility Board – Laid Over from February 25, 2021 Meeting

1. Roger Allen (New Appointment – Replacing Edwin Herrman)
Davis, Illinois February 2021 – February 2026

B. University of Illinois Extension Board - Laid Over from February 25, 2021 Meeting

1. Angie Goral (Reappointment)
Rockford, Illinois
February 2021 – February 2023
2. Aaron Booker (Reappointment)
Winnebago, Illinois
February 2021 – February 2023
3. Jim Webster (Reappointment)
Rockton, Illinois
February 2021 – February 2023

REPORTS FROM STANDING COMMITTEES

FINANCE COMMITTEE

9. Board Member Salgado made a motion to approve a Resolution Regarding HB2804 – Proposed Amendments to the State Statute 55 ILCS 5/5-25012 (Board of Health) – Resolution Approved by both Finance and Operations and Administrative Committees, seconded by Board Member Hoffman. Discussion by Board Members Salgado, Fellars, and Arena. Motion was approved by a roll call vote of 20 yes votes.

10. Board Member Salgado made a motion to approve Ordinance Providing for (I) the Issue of Approximately \$3,725,000 General Obligation Refunding Bonds (Alternate Revenue Source), Series 2021A, seconded by Board Member Kelley. Discussion by Board Member Salgado. Motion was approved by a roll call vote of 20 yes votes.
11. Board Member Salgado made a motion to approve Ordinance Providing for (I) the Issue of Approximately \$1,465,000 General Obligation Refunding Bonds (Alternate Revenue Source), Series 2021B, seconded by Board Member Hoffman. Motion was approved by a roll call vote of 20 yes votes.

ZONING COMMITTEE

12. Board Member Webster read in for the first reading of Z-01-21 A map amendment to rezone +/- 7.93 acres from the AG, Agricultural Priority District to the RA, Rural Agricultural Residential District (a sub-district of the RA District) for the property that is commonly known as 8502 Burr Oak Road Roscoe, IL 61073 in Roscoe Township, District 4, to be laid over.
13. Board Member Webster read in for the first reading of V-01-21 A variation (of Section 23.8.4) to allow a gravel and/or a grass surface for off-street parking areas instead of a hard surface, all weather dustless material (i.e. asphalt or cement) for the property that is commonly known as 2388 N. Conger Road, Pecatonica, IL 61063 in Seward Township, District 1(with conditions), to be laid over.
14. Board Member Webster read in for the first reading of V-02-21 A variation (of Section 20.6.2) to waive the perimeter parking lot landscaping requirements for the property that is commonly known as 2388 N. Conger Road, Pecatonica, IL 61063 in Seward Township, District 1(with conditions), to be laid over.
15. Board Member Webster read in for the first reading of V-03-21 A variation (of Section 20.6.3) to waive the interior parking lot landscaping requirements for the property that is commonly known as 2388 N. Conger Road, Pecatonica, IL 61063 in Seward Township, District 1(with conditions), to be laid over.

ECONOMIC DEVELOPMENT

16. Board Member Bilich made a motion to approve a Resolution Amending Previously Approved Grant of Twenty Thousand Dollars (\$20,000) from Host Fees to the Rockford Area Convention and Visitors Bureau (RACVB) to Support the Tourism Through Special Events, seconded by Board Member Redd. Discussion by Board Member Bilich. Motion was approved by a roll call vote of 18 yes and 2 no votes. (Board Members Kelley and Schultz voted no.)
17. Board Member Bilich made a motion to approve a Resolution Electing To Opt-In to the Illinois Electronics Recycling Program for Program Year 2022, seconded by Board Member Wescott. Discussion by Director of Development Services Dornbush and Board Members Bilich, Arena, and Redd. Motion was approved by a roll call vote of 20 yes votes.

OPERATIONS & ADMINISTRATIVE COMMITTEE

18. No Report.

PUBLIC WORKS

19. Board Member Tassoni made a motion to approve (21-005) Awarding Bids for Mowing and Vegetation Control, seconded by Board Member Webster. Discussion by Board Member Tassoni. Motion was approved by a roll call vote of 19 yes vote and 1 nonvoter. (Board Member Wescott did not vote.)
20. Board Member Tassoni made a motion to approve (21-006) Award of the Bid for the 2021 County General Letting, seconded by Board Member Webster. Discussion by Board Member Tassoni. Motion was approved by a roll call vote of 20 yes votes.
21. Board Member Tassoni made a motion to approve (21-007) Resolution Authorizing the Appropriation of MFT Funds for the Maintenance of County Highways, seconded by Board Member Webster. Discussion by Board Member Tassoni. Motion was approved a roll call vote of 20 yes votes.

Board Member Tassoni thanked the County Highway Department for their time and effort keeping our roads safe during the winter.

PUBLIC SAFETY AND JUDICIARY COMMITTEE

22. Board Member Gerl made a motion to approve a Resolution for Approval of an In-House Position of Winnebago County Criminal Justice Council (CJCC) Administrator, seconded by Board Member Crosby. Motion was approved by a roll call vote of 20 yes votes.
23. Board Member Gerl made a motion to lay over the Resolution for Approval of Intergovernmental Agreement for South Beloit High school Resource Officer Program, seconded by Board Member Crosby. Motion to lay over was approved by a roll call vote of 20 yes votes.
24. Board Member Gerl made a motion to approve a Resolution Authorizing the County Board Chairman to Amend Contract for Telecommunication Services for Inmates of the Winnebago County Jail, seconded by Board Member Crosby. Discussion by County Administrator Thompson, Purchasing Director Johns, Corrections Superintendent Redmond and Board Member Fellars. Motion was approved by a roll call vote of 20 yes votes. Further discussion by Board Members Booker, McCarthy, Redd, and Gerl.

UNFINISHED BUSINESS

25. Board Member Arena spoke of a prior discussion regarding two pieces of legislation from Senator Stadelman.
26. Board Member Salgado spoke of a five year projections for River Bluff Nursing Home.

NEW BUSINESS

27. Board Member Salgado spoke a follow up on Fed guidelines.

ANNOUNCEMENTS & COMMUNICATION

28. County Clerk Gummow submitted the Items Listed Below as Correspondence which were "Placed on File" by Chairman Chiarelli:
- A. County Clerk Gummow submitted from the United States Nuclear Regulatory Commission the following:
 - a. Annual Assessment Letter for Byron Station (Report 05000454/2020006 and 05000455/2020006).
 - b. Exelon Generation Company, LLC – Request for Additional Information Regarding Proposed Fleet Alternative to Documentation Requirements for Pressure Retaining Bolting.
 - B. County Clerk Gummow submitted from Charter Communications a notice that on or around April 9, 2021 Spectrum make a change to the channel lineup for the following:
 - a. Township of Harlem
 - b. Township of Rockton
 - c. Township of Roscoe
 - C. County Clerk Gummow submitted from ComEd a News Release regarding ComEd Customers to Receive Personalized Information about how Grid Investments Benefit Them.

Board Member Gerl reminded all to vote at the April 6th election.

Board Member Tassoni gave kudos to Board Member Fellars for helping the community find COVID-19 vaccines. Discussion by Board Member Fellars.

ADJOURNMENT

29. Chairman Chiarelli entertained a motion to adjourn. County Board Member McCarthy moved to adjourn the meeting, seconded Wescott. Motion was approved by a voice vote. The meeting was adjourned at 7:55 p.m.

Respectfully submitted,



Lori Gummow
County Clerk
ar

**REGULAR ADJOURNED MEETING
WINNEBAGO COUNTY BOARD
APRIL 8, 2021**

1. Chairman Chiarelli Called to Order the Regular Adjourned Meeting of the Winnebago County Board for Thursday, April 8, 2021 at 6:00 p.m.

Chairman Chiarelli read in a statement determining that an in person meeting is not practicable or prudent due to the COVID-19 pandemic.

2. County Board Member Bilich gave the invocation and led the Pledge of Allegiance.
3. Agenda Announcements: None
4. Roll Call: 20 Present. 0 Absent. (Board Members Arena, Bilich, Booker, Butitta, Crosby, Fellars, Gerl, Goral, Hoffman, Kelley, Lindmark, McCarthy, McDonald, Nabors, Redd, Salgado, Schultz, Tassoni, Webster, and Wescott were present)

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

5. Awards - None

Presentations - None

Public Hearings - None

Public Participation - None

Proclamations - The County Board has proclaimed the month of April to be "Autism Awareness Month." Discussion by Board Member McCarthy.

The County Board has proclaimed the month of April to be "National Fair Hosing Month." Neeley Erickson, Government Affairs Director accepted the proclamation. Discussion by Board Member Crosby.

APPROVAL OF MINUTES

6. Chairman Chiarelli entertained a motion to approve the Minutes. Board Member Fellars made a motion to approve County Board Minutes of March 11, 2021 and layover County Board Minutes of March 25, 2021, seconded by Board Member Crosby. Motion was approved by a roll call vote of 20 yes votes.

CONSENT AGENDA

7. Chairman Chiarelli entertained a motion to approve the Consent Agenda for April 8, 2021. Board Member Crosby made a motion to approve the Consent Agenda which includes the Raffle Report, seconded by Board Member Salgado. Motion was approved by a roll call vote of 20 yes votes.

APPOINTMENTS

8. Chairman Chiarelli read in the Appointments listed below. (Per County Board rules, Board Chairman Appointments require a 30 day layover unless there is a suspension of the rule).

APPOINTMENT(S)

A. 911 Emergency Telephone System Board

1. Todd Stockburger (Reappointment)
Rockford, Illinois, April 2020 – April 2023
2. Edward J. “E.J.” Dilionardo (New Appointment), Rockford, Illinois, April 2021 – April 2021

REPORTS FROM STANDING COMMITTEES

FINANCE COMMITTEE

9. Board Member Salgado read in for the first reading of ETSB Budget Adjustment – Fire Station Altering System to be Laid Over. Board Member Salgado made a motion to suspend the rules, seconded by Board member Gerl. Motion to suspend was approved by a roll call vote of 20 yes votes. Board Member Salgado made a motion to approve the ETSB Budget Adjustment – Fire Station Altering System, seconded by Board Member Hoffman. Discussion by Board Member McDonald. Motion was approved by roll call vote of 20 yes votes.
10. Board Member Salgado made a motion to approve a Resolution Authorizing Settlement of a Claim Against the County of Winnebago Entitled Kenneth Frickson Versus Winnebago County, seconded by Board Member Crosby. Motion was approved by a roll call vote of 19 yes votes. (Board Member Lindmark abstained.)
11. Board Member Salgado made a motion to approve a Resolution Adopting Fiscal Year 2022 Budget Policy, seconded by Board Member Crosby. Motion was approved by a roll call vote of 19 yes and 1 no vote. (Board Member McDonald voted no.)
12. Resolutions in (support of/opposition to) SB1721 – Proposed Amendment to the Property Tax Code (35 ILCS 200/21-90; 35 ILCS 200/21-215; 35 ILCS 200/21-355) Counties Code (55 ILCS 5/5-1121) and Illinois Municipal Code (65 ILCS 5/11-31-1) to be laid over.
13. Board Member Salgado made a motion in opposition of Resolutions in (support of/opposition to) SB2278 – Proposed Amendment to State Statute 55ILCS 5/5-1006.5 (Special County Retailers’

Occupation Tax for Public Safety, Public Facilities, Mental Health, Substance Abuse, or Transportation), seconded by Board Member Gerl. Discussion by Chairman Chiarelli and Board Members Goral, Arena, Fellars, Salgado, and Nabors. Board Member Fellars made a motion to send back to Committee, seconded by Board Member Nabors. Board Member Fellars made a motion to amend her motion and lay over until the next County Board meeting. Board Member Salgado removed his original motion to approve, Board Member Gerl removed his second. Motion to lay over was approved by a roll call vote of 19 yes and 1 nonvoter. (Board Member Bilich did not vote.)

ZONING COMMITTEE

14. Board Member Webster made a motion to approve Z-01-21 A map amendment to rezone +/-7.93 acres from the AG, Agricultural Priority District to the RA, Rural Agricultural Residential District (a sub-district of the RA District) for the property that is commonly known as 8502 Burr Oak Road Roscoe, IL 61073 in Roscoe Township, District 4, seconded by Board Member Nabors. Motion was approved by a roll call vote of 19 yes votes and 1 nonvoter. (Board Member Bilich did not vote.)
15. Board Member Webster made a motion to approve V-01-21 A variation (of Section 23.8.4) to allow a gravel and/or a grass surface for off-street parking areas instead of a hard surface, all weather dustless material (i.e. asphalt or cement) for the property that is commonly known as 2388 N. Conger Road, Pecatonica, IL 61063 in Seward Township, District 1(with conditions), seconded by Board Member Goral. Discussion by Planning & Zoning Officer Krup and Board Members Schultz, Crosby, Webster, Arena, Tassoni, Booker, Kelley, and McCarthy. Motion was approved by a roll call vote of 17 yes, 2 no votes, and 1 nonvoter. (Board Members Goral and Schultz voted no.) (Board Member Bilich did not vote.)
16. Board Member Webster made a motion to approve V-02-21 A variation (of Section 20.6.2) to waive the perimeter parking lot landscaping requirements for the property that is commonly known as 2388 N. Conger Road, Pecatonica, IL 61063 in Seward Township, District 1(with conditions), seconded by Board Member Goral. Motion was approved by a roll call vote of 18 yes, 1 no vote, and 1 nonvoter. (Board Member Schultz voted no.) (Board Member Bilich did not vote.)
17. Board Member Webster made a motion to approve V-03-21 A variation (of Section 20.6.3) to waive the interior parking lot landscaping requirements for the property that is commonly known as 2388 N. Conger Road, Pecatonica, IL 61063 in Seward Township, District 1(with conditions), seconded by Board Member Booker. Motion was approved by a roll call vote of 18 yes, 1 no vote, and 1 nonvoter. (Board Member Schultz voted no.) (Board Member Bilich did not vote.)

Board Member Webster gave kudos to the Zoning staff.

ECONOMIC DEVELOPMENT

18. No Report.

OPERATIONS & ADMINISTRATIVE COMMITTEE

19. No Report.

PUBLIC WORKS

20. Board Member Tassoni announced the next Public Works Committee Meeting will be Tuesday, April 13, 2021.

PUBLIC SAFETY AND JUDICIARY COMMITTEE

21. Board Member Gerl made a motion to approve a Resolution for Approval of Intergovernmental Agreement for South Beloit High School Resource Officer Program Laid Over from March 25, 2021 Meeting, seconded by Board Member Lindmark. Discussion by Deputy Chief Ciganek and Board Members Fellars and Goral. Motion was approved by a roll call vote of 16 yes, 3 no, and 1 nonvoter. (Board Members Fellars, Nabors, and Redd voted no.) (Board Member Bilcih did not vote.)

UNFINISHED BUSINESS

22. Board Member Salgado inquired on the Rescue Plan Guidelines.

Board Member Wescott spoke of meeting in person and through Zoom. Discussion by Dr. Martel, County Administrator Thompson, and Board Members Arena, Hoffman, Fellars, Gerl, Lindmark, and Tassoni.

Are you amenable to go back into a live session on April 22, 2021 in the County Board room with the opportunity to have Zoom available? Motion was approved by a roll call vote of 16 in-person, 3 hybrid, and 1 nonvoter. (Board Member Bilich did not vote.)

Board Member Tassoni spoke of roll call votes.

NEW BUSINESS

23. Board Member Salgado requested a Trustee Program audit. Discussion by Board Member Fellars.

ANNOUNCEMENTS & COMMUNICATION

24. County Clerk Gummow submitted the Items Listed Below as Correspondence which were "Placed on File" by Chairman Chiarelli:

A. County Clerk Gummow submitted from the United States Nuclear Regulatory Commission the following:

- a. Acceptance Review for Byron Order EA-12-051, "Order Modifying Licenses with Regard to Reliable Spent Fuel Pool Instrumentation." (EPID L-2021-JLD-0005)

- b. Federal Register/Vol. 86, No. 54/Tuesday, March 23, 2021/Notices
 - c. Byron Station – Security Baseline Inspection Report 05000454/2021401 and 05000455/2021401
 - d. Byron Station – Closure of Auxiliary Feedwater System Unresolved Item 05000454/2018010-04 and 05000455/2018010-04
 - e. Exelon Generation Company, LLC – Acceptance of License Transfer Application (EPID L-2021-LLM-0000)
- B. County Clerk Gummow received from Sue Goral, Winnebago County Treasurer the Monthly Report for February, 2021 Bank Balances.
- C. County Clerk Gummow received from Theresa Grennan, Chief Deputy Winnebago County Treasurer the Investment Report as of March, 2021.
- D. County Clerk Gummow received from Charter Communications a letter regarding the Quarterly Franchise Fee Payment for the Village of Rockton.
- E. County Clerk Gummow received from Aon Risk Services Central, Inc. a Certificate of Liability Insurance for Stenstrom Construction Group.

County Clerk Gummow thanked all for assisting with the Election on April 6th.

Board Member Webster spoke of Townships with no candidates.

Board Member Goral spoke of combining smaller Townships.

Board Member McCarthy spoke of a mobile Easter parade in Cherry Valley.

Board Member Fellars congratulated County Clerk Gummow on the successful election.

Chairman Chiarelli sent his condolences to Brian Erickson and Mark Szula for the passing of their fathers.

Chairman Chiarelli announced the Blackhawks are buying the Rockford Ice Hogs.

ADJOURNMENT

25. Chairman Chiarelli entertained a motion to adjourn. County Board Member Hoffman moved to adjourn the meeting, seconded by Board Member Nabors.. Motion was approved by a voice vote. The meeting was adjourned at 7:47 p.m.

Respectfully submitted,



Lori Gummow
County Clerk
ar

CONSENT AGENDA

RAFFLE APPLICATION REPORT

Presently the County Clerk's office has Raffle Applications submitted by
9 different organizations for 9 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
30493	1	HONONEGAH OPPORTUNITIES FOR PUBLIC EDUCATION FOUNDATION	05/15/2021-10/23/2021	\$ 9,050.00
30494	1	LAKE SUMMERSET ASSOCIATION INC.	05/01/2021-07/17/2021	\$ 2,400.00
30495	1	ROCKFORD UNIVERSITY	06/24/2021-06/24/2021	\$ 4,999.99
30496	1	THE ARC OF WINNEBAGO, BOONE, & OGLE COUNTIES	05/01/2021-05/31/2021	\$ 740.00
30497	1	VIETNAM VETERANS OF AMERICA CHAPTER 984	05/01/2021-10/09/2021	\$ 2,650.00
30498	1	WINNEBAGO COUNTY CASA	05/01/2021-06/03/2021	\$ 4,999.99

The Following Have Requested A Class B, MULTIPLE (2, 3 OR 4) LICENSE

LICENSE #	# OF RAFFLES	NAME OF ORGANIZATION	LICENSE DATES	AMOUNT

The Following Have Requested A Class C, One Time Emergency License

LICENSE #	# OF RAFFLES	NAME OF ORGANIZATION	LICENSE DATES	AMOUNT

The Following Have Requested A Class D, E, & F Limited Annual License

LICENSE #	# OF RAFFLES	NAME OF ORGANIZATION	LICENSE DATES	AMOUNT
30499	1	BLACKHAWK ATHLETIC CLUB	05/01/2021-04/30/2022	\$ 4,999.00
30500	1	FORENINGEN LYRAN SOCIETY	04/23/2021-04/23/2022	\$ 200.00
30501	1	WHITE EAGLE CLUB OF ROCKFORD	05/01/2021-04/30/2022	\$ 4,999.00

This concludes my report,

Deputy Clerk

Kayla Hilliard

LORI GUMMOW
Winnebago County Clerk

Date 22-Apr-21

RESOLUTION

TO THE HONORABLE COUNTY BOARD OF WINNEBAGO COUNTY:


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

	<u>FUND NAME</u>	<u>RECOMMENDED FOR PAYMENT</u>
001	GENERAL FUND	\$ 4,366,719
101	PUBLIC SAFETY TAX	\$ 2,696,466
103	DOCUMENT STORAGE FUND	\$ 30,123
104	TREASURER'S DELINQUENT TAX FU	\$ 3,942
105	VITAL RECORDS FEE FUND	\$ 5,039
106	RECORDERS DOCUMENT FEE FUND	\$ 13,441
109	VICTIM IMPACT PANEL FEE	\$ 2,400
111	CHILDREN'S WAITING ROOM FUND	\$ 7,926
112	RENTAL HOUSING FEE FUND	\$ 27,360
114	911 OPERATIONS FUND	\$ 230,089
115	PROBATION SERVICE FUND	\$ 45,075
116	HOST FEE FUND	\$ 378,712
120	DEFERRED PROSECUTION PROGRAM	\$ 3,696
126	LAW LIBRARY	\$ 26,247
129	COUNTY AUTOMATION FUND	\$ 4,387
131	DETENTION HOME	\$ 237,137
145	FORECLOSURE MEDIATION FUND	\$ 2,216
155	MEMORIAL HALL	\$ 15,028
156	CIRCUIT CLERK ELECTRONIC CITATION	\$ 8,994
158	CHILD ADVOCACY PROJECT	\$ 39,953
161	COUNTY HIGHWAY	\$ 448,964
162	COUNTY BRIDGE FUND	\$ 21,042
164	MOTOR FUEL TAX FUND	\$ 670,307
165	TOWNSHIP HIGHWAY FUND	\$ 36,755
181	VETERANS ASSISTANCE FUND	\$ 30,066
185	HEALTH INSURANCE	\$ 1,399,016
192	EMPLOYER SOCIAL SECURITY FUND	\$ 373,472
193	ILLINOIS MUNICIPAL RETIRE	\$ 397,599
194	TORT JUDGMENT & LIABILITY	\$ 252,363
195	PAYROLL CLEARING ACCOUNT	\$ 1,735,639
196	MENTAL HEALTH TAX FUND	\$ 2,266
215	2016A REFUNDING BONDS	\$ 750
301	HEALTH GRANTS	\$ 828,917
302	SHERIFF'S DEPT GRANTS	\$ 15,762
303	STATE'S ATTORNEY GRANT	\$ 12,151
304	PROBATION GRANTS	\$ 41,053
309	CIRCUIT COURT GRANT FUND	\$ 184,885
311	EMERGENCY RENTAL ASSISTANCE	\$ 755
401	RIVER BLUFF NURSING HOME	\$ 996,490
410	ANIMAL SERVICES	\$ 191,754
420	555 N COURT OPERATIONS FUND	\$ 13,252
430	WATER FUND	\$ 9,481
501	INTERNAL SERVICES	\$ 36,448
721	2020A CAPITAL PROJECT FUND	\$ 884

TOTAL THIS REPORT

15,845,021.40

The adoption of this report is hereby recommended:


William Crowley, County Auditor

ADOPTED: This 22nd day of April 2021 at the City of Rockford, Winnebago County, Illinois.

Joseph Chiarelli, Chairman of the
Winnebago County Board of
Rockford, Illinois

ATTEST:

Lori Gummow, Clerk of the Winnebago
County Board of Rockford, Illinois

Appointments



Executive Summary

Date: April 2021

From: County Board Chairman Joseph V. Chiarelli

Topic: **Community Action Agency**

Community Services Block Grant Program (CSBG): Community Action Agencies across the State provide a variety of CSBG services, including but not limited to, assistance with Rental/Mortgage, Food, Water/Sewer Payment, Employment Training/Placement, Financial Management, and Temporary Shelter. Each agency delivers locally-designed programs and services based on the needs of its community.

Recommendation: County Board Chairman Joseph V. Chiarelli recommends the following person to serve as County appointee.

Dorothy Redd of Rockford, Illinois, to serve a one-year term from April 2021-April 2022 on the Community Action Agency Board.

About the Community Action Agency	
Location:	612 N. Church St., Rockford, IL 61104
Service Description:	<p>The Community Action Board functions in an advisory and oversight capacity representing the community it serves.</p> <p>The members assist in the overall planning and setting of priorities, reviewing program strategies and budgets, and ensuring compliance with funding sources.</p> <p>The fifteen-member Board is composed of community representatives from the low income, public officials, and private sectors.</p> <p>www.communityactionboonewinn.org</p>
Board Composition:	The fifteen-member Board is composed of community representatives from the low income, public officials, and private sectors
Origin of Entity:	
Property Tax/Funding:	None
Compensation:	None



Executive Summary

Date: March 8, 2021

From: County Board Chairman Joseph Chiarelli

Topic: **Board Appointment**

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 Joseph Chiarelli recommends the following person(s) to serve as County appointees.

.....

Brett Hruby of Roscoe, Illinois to serve filling an unexpired term from February 2021 to February 2026 on the North Park Water District Board.

About the North Park Water District	
Location:	1350 Turret Drive, Machesney Park, IL
Service Description:	Provide water to a population of 33,000 and serves over 12,000 households and businesses in the Machesney Park, Roscoe, and Loves Park area.
Board Composition:	Three trustees appointed by the Winnebago County Board Chairman with advice and consent of the County Board. No more than two of the Board Members may be affiliated with the same political party.
Origin of Entity:	Public Corporation chartered on May 9, 1955
Property Tax/Funding:	Revenue from charges to service for water
Consolidation/ Dissolution Plan:	<i>None Known</i>
Compensation:	\$1,200 per year

February 2, 2021

Mr. Joseph V. Chiarelli
Winnebago County Board Chairman
404 Elm St
Rockford, IL 61101

Re: North Park Public Water District Board of Trustees

Chairman Chiarelli

I was recently made aware of an opening on the North Park Public Water District Board of Trustees. By attending their 1/27/2021 virtual meeting, I was able to learn more about the position directly from the current Trustees and staff. I found the topics discussed interesting and the individuals to be dedicated and conscientious as evidenced by their thoughtful consideration of each issue brought forward.

I have been the Chief School Business Official for the Kinnikinnick Community Consolidated School District in Roscoe since November 2001 and have resided in Winnebago County since June 2002 when my wife and I relocated to 12151 Love Rd, Roscoe, IL 61073 with our two sons.

In my current capacity, as well as during my tenure with the Genoa-Kingston School District and the Genoa Township Park District, I have had the opportunity to work with many boards on many projects for the betterment of the community and its school systems.

I realize that the meeting on the 27th was a mere snapshot in time, but I appreciated the professional and respectful discussion between all involved and would like the opportunity to be part of the organization. As such, I would respectfully ask to be considered for appointment to the vacant Trustee position.

I feel that I have the time to commit to the Board and believe that my background, skill set, and overall work ethic would benefit Winnebago County by contributing to the continued quality of and service provided by NPPWD.

If I can answer any questions or if you wish to discuss my interest in NPPWD further, please feel free to contact me as your schedule permits at 815-509-7128 or bhruby@kinnschools.org.

Sincerely



Brett A. Hruby

Karen Elyea

From: Joseph Chiarelli
Sent: Tuesday, February 2, 2021 8:44 AM
To: Karen Elyea
Subject: FW: North Park Water Board of Trustees Appointment - Brett Hruby
Attachments: January 2021 Resume - Hruby.pdf

From: Kelly Saunders <KSaunders@northparkwater.org>
Sent: Friday, January 29, 2021 12:52 PM
To: Joseph Chiarelli <Joe@WinColL.us>
Subject: North Park Water Board of Trustees Appointment - Brett Hruby

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Dear Chairman Chiarelli,

I had spoken with you a few weeks back regarding a vacancy on our Board due to the unexpected passing of one of our Trustees in December. I am very pleased to inform you that our Board has identified an exceptional candidate for your consideration and that of the County Board. The candidates name is Brett Hruby, and he lives and works within our service area. He recently attended a North Park Water meeting as a guest, and is very interested in becoming a member of our Board. He has had community service experience in the past as the President of the Genoa Township Park Board and is familiar with the functions and processes of Board appointment. Additionally, Mr. Hruby works at the Kinnikinnick CCSD #31 where he has been the Chief School Business Official for the last 20 years. With extensive knowledge in public finance and policy we believe his experience and expertise will be a great asset to our Board of Trustees. I've attached his resume for your reference, which includes his contact information.

Please let me know if you need any additional information or if you have any questions or concerns.

Thanks so much,

Kelly Saunders

North Park Public Water District | Chief Executive Officer
Office: 779.210.3080 | ksaunders@northparkwater.org

BRETT A. HRUBY

12151 Love Rd
Roscoe, Illinois 61073
(815) 509-7128

EDUCATION

Master of Science Northern Illinois University - Educational Administration (December 2001)
Bachelor of Science Northern Illinois University - Geography - Plant & Soil emphasis (May 1987)

ENDORSEMENTS

Type 75 - School Business Management (December 2001)

EXPERIENCE

Chief School Business Official (November 2001-Present) Kinnikinnick CCSD #131 (Roscoe, IL)

- Oversight and management of all aspects of school district finances in conjunction with the District Superintendent

School Business Management Internship (2001) Genoa-Kingston CUSD #424 (Genoa, IL)

- enrollment and staffing projections
- referendum planning and passage
- tax rates, EAV, and homeowner impact
- investment, cash flow, and bonding
- budget and levy cycles

Computer Technician (1998-2001) Genoa-Kingston CUSD #424 (Genoa, IL)

- troubleshoot, repair, and maintain district computing hardware
- test, evaluate, and install software programs
- LAN setup and maintenance
- assist in district wireless networking

Head of Maintenance (1990-2001) Genoa-Kingston High School (Genoa, IL)

- responsible for all areas of building and grounds maintenance including electrical, plumbing, remodeling, and general upkeep
- assist in management of district life safety and construction projects
- supervision of permanent and seasonal staff members in daily custodial tasks and summer rehab of district buildings for the upcoming school year

Graduate Teaching Assistant (1987-1989) Northern Illinois University

Department of Geography (DeKalb, IL)

- instruction and evaluation of undergraduate and graduate students in environmental science and statistical research coursework
- development of curriculum for soil science laboratory
- independent research in plant/soil relationships

Maintenance Assistant (1978-1990) Genoa-Kingston CUSD #424 (Genoa, IL)

- minor electrical and plumbing repair
- daily building upkeep

COMMUNITY SERVICE

President, Genoa Township Park Board (1995-1997)

Genoa-Kingston High School Student Council Assistant (1995-2001)

Genoa-Kingston Athletic and Music Booster Club Assistant (1978-2001)

PROFESSIONAL MEMBERSHIP

Illinois Association of School Business Officials

The Association of School Business Officials International

References available upon request



Executive Summary

Date: March 11, 2021

From: County Board Chairman Frank Haney

Topic: **Board Appointment**

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 appointee.

.....

Al Bach of Roscoe, Illinois, to serve a 3-year term from April 2021-April 2024 on the Harlem-Roscoe Fire Protection District Board.

About the Harlem-Roscoe Fire Protection District	
Location:	10544 Main Street
Service Description:	Provide fire emergency, medical and other life safety services to Machesney Park, Village of Roscoe and unincorporated area
Board Composition:	Three trustees, appointed by the Winnebago County Board Chairman with advice and consent of the County Board
Origin of Entity:	Fire Protection District AT (70 ILCS 705/1)
Property Tax/Funding:	District levies and annual property tax, charges for services and replacement tax
Consolidation/Dissolution Plan:	<i>If applicable</i>
Compensation:	None

2/24/21

Good morning,

I am responding as a request for my interest in continuing as a Trustee of the Harlem Roscoe Fire District. I love the whole package of what is involved with being a Trustee. From the administration duties to the financial responsibilities to the involvement with the whole Team. I would greatly appreciate being reappointed to my position as trustee.
Looking forward to talking to the Chairman about the process.

Thank You,

Al Bach



HARLEM-ROSCOE FIRE PROTECTION DISTRICT

P.O. BOX 450 * ROSCOE, ILLINOIS 61073-0450
Administration # (815) 623-7867 Fax # (815) 623-8831

Donald Shovelin
Fire Chief

Chairman Joseph Chiarelli
404 Elm Street
Room 533
Rockford IL 61101

Ref: Fire District Appointment

Mr. Chairman,

Mr. Al Bach's appointment to our Fire District Board is due to expire on April 30, 2020. Mr. Bach has been a positive proactive trustee for the district over the past 9 years and has expressed a strong interest to be reappointed. Over these past 9 years, Mr. Bach has been active, and involved with obtaining continuing education for himself to serve the district in the trustee position even better. He continues to show a commitment with continuous support and dedication for us to achieve our goals and see that we hold true to our mission and vision statements. His background in business is also an indication of his approach to this district. He is an open minded individual with the interest of our district both financially and the service we provide in the forefront of his mind. Our board has a history of transparency, which I strongly believe is the foundation for our success. This is evident with the support we receive from the members of the communities we serve. I would appreciate your support and recommendation to reappoint him to another three-year term to our fireboard so that we may continue to build upon our goals and commitment to the district. An individual who shows this type of support and commitment to the position of trustee, allows us to be who we are and remain a proactive district in emergency services. I thank you for your consideration and quick attention to my request. I ask should you have any questions please don't hesitate to call me, and I look forward to working with you in the near- and long-term future.

Respectfully,

Donald Shovelin,
Fire Chief
Harlem-Roscoe Fire Protection District

"A Progressive Fire Department providing a Professional level of service."

Professional Information

Retired

Current

Owner/Operator of Wendy's Franchise

1987- Feb. 15, 2015

Wendy's International, Field Trainer

1983 – 1987

Pizza Hut management

1982 – 1983

North Gate Plaza Store Manager

1981 – 1982

Kentucky Fried Chicken Supervisor

1969 – 1981

Personal Information:

I have been married to my wife Cheryl for 35 years this May. We have a daughter, Chelsea and 3 boys, Alan Jr., Thomas & Brad. We have 7 grandchildren and 5 great-grandchildren. Over the years I have been involved in many organizations such as the Beloit Chamber of Commerce, The Ambassadors of Beloit, Crime Stoppers of Beloit, a board member of the Stateline Boys & Girls Club for 25 years, and an officer of the Hononegah Booster Club for 9 years. I also was the moderator of my church for 15 years.

Please let me know if you require any additional information by contacting me at 815-742-6367.

Respectfully,



Al Bach

Harlem Roscoe Trustee

Cc: Don Shoefflin, Chief



Executive Summary

Date: April 2021

From: County Board Chairman Joseph V. Chiarelli

Topic: **911 ETS Board Appointment**

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 Joseph V. Chiarelli recommends the following person to serve as County appointee.

.....

Don Carlson of Rockford, Illinois, to serve a 3-year term from April 2021-April 2024 on the 911 Emergency Telephone System Board.

About the 911 Emergency Telephone System Board	
Location:	204 S. First Street, Rockford, IL 61104
Service Description:	Planning a 9-1-1 System: coordinating and supervising the implementation and maintenance of the system, including the establishment of equipment specifications and coding systems. Authorizing disbursement from the ETS Fund.
Board Composition:	Eleven (11) members. Winnebago Co. Sheriff, Chiefs of Police of Rockford, Loves Park & South Beloit, Rep. from Machesney Park Emergency Services Dept., Fire Chief of Rockford & Rural, four (4) at large
Origin of Entity:	Established by referendum in 1990
Property Tax/Funding:	Wireline and wireless telephone surcharge imposed on subscribers bills
Consolidation/ Dissolution Plan:	<i>If applicable</i>
Compensation:	None

3-29-2021

607

Joseph V. Chiarelli:

I was first appointed to the Board by Chris Cohn on the 23rd of Oct. 1997.

Since then I have been involved with many changes and updates of the GHI Board and would like to continue as a member of the Board.

My attendance to the Board meetings has been excellent and I hope to continue my expertise to the Board.

Thank you

Jon Carlin



Executive Summary

Date: April 22, 2021

From: County Board Chairman Joseph V. Chiarelli

Topic: **Board Appointment**

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 Joseph V. Chiarelli recommends the following person(s) to serve as County appointees.

.....

Jay Dowthard and Pamela Cunningham of Rockford, Illinois, to serve 2-year terms from May 2021 to May 2023 on the Board of Review.

About the Board of Review	
Location:	404 Elm Street
Service Description:	Provides property owners a venue to resolve assessed value complaints. Serves as the final local administrative review for assessment complaints.
Board Composition:	Three trustees, appointed by the Winnebago County Board Chairman with advice and consent of the County Board. No more than two of the Board Members may be affiliated with the same political party.
Origin of Entity:	Property Tax Code 35 ILCS 200 Section 6 and Section 16
Property Tax/Funding:	Funded through the General Fund which includes property tax revenue.
Consolidation/ Dissolution Plan:	<i>None known</i>
Compensation:	Each Board member receives \$27,000 per year. The Chairman receives \$30,000 per year. They are paid bi-weekly.

February 3, 2021

Chairman Joe Chiarelli
Winnebago County Board
404 Elm Street
Rockford, IL 61101

Dear Mr. Chairman,

I would like to express my interest in being reappointed on the Board of Review. I have held this position for 2 terms. I enjoy working with Taxpayers and the Assessors; I have empathy and take the taxpayer's concerns under great consideration. I am confident that I have the skills and experience to continue holding this position as a board member. As a realtor for 13 years, I have a great understanding of the residential and commercial market.

My life experience and interpersonal skills brings a considerable amount of knowledge to remain on as a Board Member.

I live by the Golden Rule: Treat others as you would want to be treated.

Overall, based on my past success as a Board Member, I would continue to be a great asset on the Board of Review.

My resume, which is enclosed, contains additional information on my skills. I would appreciate the opportunity to discuss the position in detail with you and to provide further information on my candidacy. I can be reached anytime at 815-289-7530 or jaydowthard74@gmail.com

Sincerely,

Jay Dowthard

Jay Dowthard

Real Estate Broker - Gambino Realtors

Rockford, IL 61103

jaydowthard74@gmail.com - (815)289-7530

DYNAMIC 21 YEARS OF SALES AND SERVICE CAREER

E-MAIL/PHONE: JAYDOWTHARD74@gmail.com (815)289-7530

ADDRESS: 3303 LOUISE STREET • ROCKFORD, ILLINOIS 61103

WORK EXPERIENCE

Real Estate Broker

Gambino Realtors - Rockford, IL - 2008 to Present

Guide buyers & sellers through the sales process for real property

- * Communicate with mortgage officers, inspectors and appraisers for an efficient transactions
- * Negotiate contracts on behalf of clients

Sales & Leasing Consultant

Saturn of Rockford - Rockford, IL - 2003 to 2010

Prospecting for new business.

- * Process credit application
- * Closed vehicle transactions and F&I products(Gap Insurance & Warranties)
- * Outstanding follow up

Sales & Sales Manger

Lou Bachrodt - Rockford, IL - 1994 to 2003

Select and consultation of new and used vehicles

- * Present monthly payments and interest rates
- * Manage 10 to 15 sales representatives

EDUCATION

HVAC

Elgin Community College - Elgin, IL
2011 to 2012

Rock Valley College - Rockford, IL
1993 to 1994

Guilford High School - Rockford, IL
1989 to 1993

SKILLS

Real Estate, Management, HVAC, Construction, Building Maintenance, Microsoft Office (10+ years)

Jay Dowthard

3303 Louise , Rockford,IL 61103,815-289-7530
Jaydowthard74@gmail.com

References:

1. **Mark Johnson**
Attorney
Fabiano Law
321 W. State St. #201
Rockford, IL 61101
815-965-6781
marklaw@aol.com
2. **Rob Grindle**
Loan Officer
Alpine Bank
3815 N. Mulford Rd.
Rockford IL, 61114
815-2293223
Rob.grindle@bankalpine.com
3. **Jasper St Angel**
Rockford Township Supervisor
Rockford IL
815-9799700
getjasper@gmail.com

March 15, 2021

Good morning Chairman Chiarelli!

I am writing to express my interest in serving on the Winnebago County Board of Review. I was informed that I passed the exam given last week in Springfield. I actually was interested & took the exam going back to 2017, but no openings came up for a Republican member during that time.

I have been licensed in real estate since 2004, so I have been through the good, the bad, the really bad, and now a better real estate market. This gives me a broad basis with which to review market values and fairly assess property values. I highly value the Realtor Code of Ethics when working with my clients, and would also do so as a member of the Board of Review.

I look forward to the opportunity to discuss this further with you. You may contact me via any of the methods below.

Sincerely,

Pamela Cunningham
Broker, Gambino Realtors
815-289-6323
Certified Negotiation Expert (CNE)
Pricing Strategies Advisor (PSA)
Certified Mobility Specialist for Relocations (CMS)
Short Sale & Foreclosure Certified (SFR)
Internet Marketing, ePRO Certified

Pam@PamCunninghamRealtor.com
PCunningham@GoGambino.com

www.PamCunninghamRealtor.com



Professional Service
And
Marketing Power

= Sold

gambino
REALTORS

Pam Cunningham
815.289.6323
Pam@PamCunninghamRealtor.com
www.PamCunninghamRealtor.com

Pamela S. Cunningham

Gambino Realtors
3815 N Mulford Rd
Rockford, IL 61114
Phone: 815-289-6323
E-mail: PCunningham@GoGambino.com

Professional Experience

2004—Present. Full time Real Estate Broker. 2004-2005 with Best Realty. 2005—now with Gambino Realtors. Primarily working with residential clients. I have worked through the good markets and the bad, and thus have a very solid grasp of the changing market and property values. I take the Realtor Code of Ethics very seriously & strive to make the buying or selling process as easy as possible for my clients. I serve on several committees with the Rockford Board of Realtors to gain further knowledge of things happening around the region and within the real estate industry. I have also taken extra training (designations) in real estate pricing strategies, short sales & foreclosures, negotiation, relocation, and internet marketing & skills among others. I am also on the advisory board for the Forest Preserves of Winnebago County.

1994-2004 Full time parent to 3 children

1987-1994 Campbell Sales Company, sales division of Campbell Soup Company. Territory Manager for accounts in Illinois, Wisconsin, & Iowa.

Education

1985-1987 Illinois State University, Bachelor of Science degree in Marketing. Summa Cum Laude. 3.95 grade average. American Marketing Association award winner.

1983-1985 Rock Valley College, Associates Degree, 4.0 grade average

1979-1983 East High School, Rockford, IL Top 20 of graduating class

References

Jon Krause, President & Owner Gambino Realtors. 815-262-5226,
JKrause@GoGambino.com

CJ Gregg, past client. 815-979-6939, cjgregg444@yahoo.com

Reports of Standing Committees

FINANCE COMMITTEE



Resolution Executive Summary

Prepared By: David J. Rickert
Committee: Finance Committee
Committee Date: April 15, 2021
Resolution Title: An ordinance providing for the creation of a Capital Improvement Plan budget

County Code: Not Applicable

Board Meeting Date: April 22nd, 2021

Budget Information:

Was item budgeted?	No	Appropriation Amount: \$3 Million
If not, explain funding source: Host Fees		
ORG/OBJ/Project Code:	82200	Budget Impact: \$3 Million

Background Information: An ordinance providing for the creation of a Capital Improvement Plan Budget. The capital improvement plan will be funded using money from the Host Fee reserves. It is critical that Winnebago County begins to address it's significant present and future capital needs, to avoid cost repairs and possible litigation. This budget amendment will be the first step in addressing the county's capital improvement plans.

Recommendation: Staff Concurs

Contract/Agreement:

Legal Review:

Follow-Up: Not Applicable

2021 Fiscal Year

Sponsored by:
Jaime Salgado, Finance Committee Chairman

Finance: April 15, 2021
Lay Over: April 22, 2021
Final Vote: May 13, 2021

2021 CO

TO: THE HONORABLE BOARD MEMBERS OF THE COUNTY OF WINNEBAGO, ILLINOIS

The Winnebago County Finance Committee presents the following Ordinance amending the Annual Appropriation Ordinance for the fiscal year ending September 30, 2021 and recommends its adoption.

ORDINANCE

WHEREAS, Winnebago County has developed a Capital Improvement Plan to address the count's future capital needs. The first part of this plan is to be paid for with funds from the Host fee.

WHEREAS, the Winnebago County Board adopted the "Annual Budget and Appropriation Ordinance" for the fiscal year ending September 30, 2021 at its September 24, 2020 meeting; and,

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

NOW, THEREFORE, BE IT ORDAINED, that the County Board deems that pursuant to the provisions as set forth in 55ILCS 5/6-1003(2014), certain conditions have occurred in connection with the operations of the County which are deemed to be immediate emergencies; therefore the increases detailed per the attached Request for Budget Amendment are hereby authorized for Amendment **#2021-008 Capital Improvement Plan**.

.

(AGREE)

Respectfully Submitted,
FINANCE COMMITTEE
(DISAGREE)

JAIME SALGADO,
FINANCE CHAIRMAN

JAIME SALGADO,
FINANCE CHAIRMAN

JEAN CROSBY

JEAN CROSBY

JOE HOFFMAN

JOE HOFFMAN

PAUL ARENA

PAUL ARENA

STEVE SCHULTZ

STEVE SCHULTZ

KEITH McDONALD

KEITH McDONALD

JOHN BUTITTA

JOHN BUTITTA

The above and foregoing Ordinance was adopted by the County Board of the County of Winnebago, Illinois this ____ day of _____ 2021.

ATTESTED BY:

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

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

2021
WINNEBAGO COUNTY
FINANCE COMMITTEE
REQUEST FOR BUDGET AMENDMENT

DATE SUBMITTED: 4/9/2021 AMENDMENT NO: 2021-008							
DEPARTMENT: Capital Projects SUBMITTED BY: Dave Rickert							
FUND#: 0743 & 0116 DEPT. BUDGET NO. 82200 & 41700							
Department Org Number	Object (Account) Number	Object (Account) Description	Adopted Budget	Amendments Previously Approved	Revised Approved Budget	Increase (Decrease)	Revised Budget after Approved Budget Amendment
Expenditures							
82200	41999	Contingency Budget	\$0	\$0	\$0	\$311,271	\$311,271
82200	42115	Non-Capital Office Equipment	\$0	\$0	\$0	\$222,107	\$222,107
82200	46310	Land Improvements	\$0	\$0	\$0	\$570,000	\$570,000
82200	46320	Building Improvements	\$0	\$0	\$0	\$497,000	\$497,000
82200	46410	Automobiles	\$0	\$0	\$0	\$117,810	\$117,810
82200	46430	Machinery & Equipment	\$0	\$0	\$0	\$1,080,000	\$1,080,000
82200	46500	Office Furniture & Equipment	\$0	\$0	\$0	\$25,000	\$25,000
82200	46586	Data Processing Equipment	\$0	\$0	\$0	\$130,812	\$130,812
82200	46330	Roadway	\$0	\$0	\$0	\$46,000	\$46,000
82200	39110	Transfer From Other Funds	\$0	\$0	\$0	(\$3,000,000)	(\$3,000,000)
Revenue							
41700	49110	Transfer to Other Funds	\$1,000,000	\$0	\$1,000,000	\$3,000,000	\$3,000,000
TOTAL ADJUSTMENT:						\$3,000,000	
Reason budget amendment is required:							
Winnebago County has developed a Capital Improvement Plan to address the county's future capital needs. The first part of this plan is to be paid for with funds from the Host Fee.							
Potential alternatives to budget amendment:							
None							
Impact to fiscal year 2021 budget:							
\$3,000,000							
Revenue Source: Fund Balance							

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

2021 CR _____

SUBMITTED BY: FINANCE COMMITTEE

**RESOLUTION SUPPORTING SB1721 — PROPOSED AMENDMENTS TO THE PROPERTY
TAX CODE (35 ILCS 200/21-90; 35 ILCS 200/21-215; 35 ILCS 200/21-355)
ILLINOIS COUNTIES CODE (55 ILCS 5/5-1121) AND
ILLINOIS MUNICIPAL CODE (65 ILCS 5/11-31-1)**

WHEREAS, on February 26, 2021, Illinois State Senator Steve Stadelman has sponsored a new bill, SB1721, which proposes amendments to the Property Tax Code (35 ILCS 200/21-90; 35 ILCS 200/21-215; 35 ILCS 200/21-355), Illinois Counties Code (55 ILCS 5/5-1121) and Illinois Municipal Code (65 ILCS 5/11-31-1); and

WHEREAS, the proposed amendments to the Property Tax Code (35 ILCS 200/21-90; 35 ILCS 200/21-215; 35 ILCS 200/21-355) relate to the provisions for delinquent property and tax sales, which would include the Winnebago County Trustee program, and a summary of the amendments are as follows:

- Makes it discretionary and not mandatory for the County to take steps necessary to acquire title to the property and adds new managerial and operational rights;
- Provides costs to be distributed to taxing districts, including operation and maintenance costs and all costs associated with county staff and overhead used to perform the duties of the trustee;
- Reduces the maximum penalty bids for the annual tax sale from 18% to 12%;
- For redemption of property, it limits the assessments of penalties from every 6 months to 12 months (and conforms other timeframes); and

WHEREAS, the proposed amendments to the Illinois Counties Code (55 ILCS 5/5-1121) - *Demolition, repair and enclosure*, modifies the requirements to have a circuit court declare property abandoned, and a summary of the amendments are as follows:

- To declare a property abandoned, the property's condition must impair public health, safety, or welfare for reasons specified in the petition;
- Requiring the posting of a notice on the property prior to any declaration of abandonment;
- The owner of record or person having an interest in the property shall make a request to demolish the property or put it in safe condition, rather than repair it
- The may petition the court to issue a judicial deed for the property to the county or another governmental body designed by the county in the petition; and

WHEREAS, similar amendments from the Illinois Counties Code are proposed to the Illinois Municipal Code (65 ILCS 5/11-31-1) - *Demolition, repair, enclosure, or remediation*, for

abandoned property; and

WHEREAS, for years the County of Winnebago, Illinois has had a successful Trustee program to conduct tax sales of delinquent or forfeited properties pursuant to the provisions of the Property Tax Code; and

WHEREAS, the County of Winnebago, Illinois has also utilized the remedy under the Illinois Counties Code by filing petitions with the 17th Judicial Circuit Court to have properties declared abandoned and remove blight; and

WHEREAS, the Property Tax Code and the Illinois Counties Code are both utilized by the County of Winnebago to address issues with blighted properties located within the county and improve the health, safety and welfare of its citizens.

NOW, THEREFORE BE IT RESOLVED, by the County Board of the County of Winnebago that SB1721 would benefit Winnebago County, Illinois, its citizens and support its efforts in addressing tax delinquent, forfeited and blighted properties more efficiently. Therefore, the County of Winnebago, Illinois supports SB1721.

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

**Respectfully submitted,
FINANCE COMMITTEE**

AGREE

DISAGREE

Jaime Salgado, Chairman

Jaime Salgado, Chairman

Steve Schultz

Steve Schultz

John Butitta

John Butitta

Paul Arena

Paul Arena

Joe Hoffman

Joe Hoffman

Jean Crosby

Jean Crosby

Keith McDonald

Keith McDonald

The above and foregoing Resolution was adopted by the County Board of the County of Winnebago, Illinois this _____ day of _____, 2021.

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

ATTEST:

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

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

2021 CR _____

SUBMITTED BY: FINANCE COMMITTEE

**RESOLUTION OPPOSING SB2278 — PROPOSED AMENDMENT TO STATE STATUTE
55 ILCS 5/5-1006.5 (SPECIAL COUNTY RETAILERS' OCCUPATION TAX FOR PUBLIC
SAFETY, PUBLIC FACILITIES, MENTAL HEALTH, SUBSTANCE ABUSE,
OR TRANSPORTATION)**

WHEREAS, pursuant to 55 ILCS 5/5-1006.5 (Special County Retailers' Occupation Tax for Public Safety, Public Facilities, Mental Health, Substance Abuse, or Transportation), the county board of any county may impose a tax upon all persons engaged in the business of selling tangible personal property, other than personal property titled or registered with an agency of this State's government, at retail in the county on the gross receipts from the sales made in the course of their business to provide revenue to be used for public safety, public facility, mental health, substance abuse, or transportation purposes; and

WHEREAS, currently the County of Winnebago imposes such a tax for public safety and another tax for mental health; and

WHEREAS, the public safety sales tax was imposed by the County of Winnebago approximately 18 years ago and has been managed since that time without a separate board; and

WHEREAS, the mental health sales tax was imposed by the County of Winnebago by the approval and adoption of an ordinance on May 14, 2020, with an effective date of July 1, 2020. A 7-member board has been established to advise the County Board of the County of Winnebago, Illinois (County Board) on the use of funds received from the tax; and

WHEREAS, the County of Winnebago is the first county in Illinois to impose a tax to be used for mental health and has yet to begin the expenditure of funds received from the tax; and

WHEREAS, on February 26, 2021, Illinois State Senator Steve Stadelman has sponsored a new bill, SB2278, which proposes an amendment to 55 ILCS 5/5-1006.5 (g); and

WHEREAS, the proposed amendment provides as follows: "any county authorized to levy a tax under this Section may establish a 7-member board, which shall oversee the use of funds received from the tax under this Section. Such board shall be appointed by the chairman of the county board or chief executive officer of the county with the advice and consent of the county board. Members of the 7-member board shall be residents of the county who are 18 years of age. The county board may by ordinance or resolution provide for the specific authority and procedures of the board"; and

WHEREAS, currently the County Board directly oversees the use of the funds received from the tax under 55 ILCS 5/5-1006.5; and

WHEREAS, the proposed amendment makes it discretionary for the County Board to establish a separate 7-member board to oversee the use of the funds and further provides that the County Board may establish the authority and procedures of said board; and

WHEREAS, the County Board understands the impact the funds received from the tax under 55 ILCS 5/5-1006.5 has on Winnebago County and its citizens, which includes providing for resources and services needed in the areas of public safety, public facility, mental health, substance abuse, or transportation.

NOW, THEREFORE BE IT RESOLVED, by the County Board of the County of Winnebago, Illinois that the General Assembly and the Governor should strongly consider the necessity of SB2278 and recognize that the County Board represents the interests of the entire county. Therefore, the County Board should maintain authority on the oversight of the use of the funds received from the Special County Retailers' Occupation Tax (55 ILCS 5/5-1006.5) and is opposed to SB2278.

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

**Respectfully submitted,
FINANCE COMMITTEE**

AGREE

Jaime Salgado, Chairman

Steve Schultz

John Butitta

Paul Arena

Joe Hoffman

Jean Crosby

Keith McDonald

DISAGREE

Jaime Salgado, Chairman

Steve Schultz

John Butitta

Paul Arena

Joe Hoffman

Jean Crosby

Keith McDonald

The above and foregoing Resolution was adopted by the County Board of the County of Winnebago, Illinois this _____ day of _____, 2021.

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

ATTEST:

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

ZONING COMMITTEE

Attachment
ZONING COMMITTEE
OF THE COUNTY BOARD AGENDA
April 22, 2021

Zoning Committee.....Jim Webster, Committee Chairman

PLANNING AND/OR ZONING REQUESTS:

TO BE LAID OVER:

1. Z-02-21 A MAP AMENDMENT TO REZONE +/- 24.66 ACRES FROM THE AG, AGRICULTURAL PRIORITY DISTRICT TO THE CG, GENERAL COMMERCIAL DISTRICT requested by Dyn Rote, LLC, beneficiary of Trust No. SBC0012, represented by Marvin Keys, Attorney, for the property that is commonly known as the northeast corner of Rote and N. Lyford Roads in Rockford Township.
PIN: Part of 12-13-101-005 C.B. District: 8
Lesz Rating: High Consistent W/2030 LRMP – Future Map: YES
ZBA Recommends: APPROVAL (5-0)
ZC Recommends: MOTION TO APPROVE FAILED (3-3)

TO BE VOTED ON:

2. A Resolution calling for the Governor and General Assembly to protect Local Control of Zoning and Land Use with regard to Commercial Wind Power Energy Facilities (Wind Farms)
ZC Recommends: APPROVAL (6-0) Countywide

-
3. **COMMITTEE REPORT (ANNOUNCEMENTS)** - *for informational purposes only; not intended as an official public notice*:
 - Chairman, Brian Erickson, hereby announces that a *Zoning Board of Appeals (ZBA)* meeting is scheduled for Wednesday, **May 12, 2021**, at 5:30 p.m. in Room 303 of the County Administration Building.
 - Chairman, Jim Webster, hereby announces that the next *Zoning Committee (ZC)* meeting is *tentatively* scheduled for Wednesday, **May 26, 2021**, at a TBD time and location.
-



County of Winnebago

404 Elm Street | Rockford, IL 61101

Executive Summary

Committee Date: April 21, 2021
Committee: Zoning
County Board Date: April 22, 2021
Item: *A Resolution Calling for the Governor and General Assembly to Protect Local Control of Zoning and Land Use with Regard to Commercial Wind Power Energy Facilities (Wind Farms)*
Prepared by: Troy A. Krup, Planning & Zoning Officer – RPED Department

Governing Statute(s): State of Illinois Counties Code, 55 ILCS 5/5–12020

Governing County Ordinance: Winnebago County Code, Chapter 90, Article 17: Commercial Wind Power Generating Facilities

Background: Winnebago County adopted, on October 22, 2009, Commercial Wind Power Generating Facilities (Wind Farm) regulations after extensive work (and public hearings) which included public input, wind developer input, county administration input, ZBA recommendations and ultimately input from the County Board. Since initial adoption, the County's wind farm regulations have been upheld (defended) in Federal court and updated a couple times to include minor changes that the County Board felt were in the best interest of the County. Should Senate Bill 1602 be approved, the proposed regulatory changes contained in Senate Bill 1602 will ignore (undermine) our wind farm regulations and disallow the County Board the ability to regulate local differences and to address the concerns of local residents. The Bill will also mandate very specific timelines and procedural requirements regarding siting approval (while County code currently does not require Board site approval, only administrative approval) and will ultimately prohibit the County Board from adopting any future restrictions on the installation or use of wind farms that are inconsistent with the provisions of the bill.

Recommendation: If the County Board wishes to maintain local zoning control with regard to Commercial Wind Power Generating Facilities, then the attached *Resolution Calling for the Governor and General Assembly to Protect Local Control of Zoning and Land Use with Regard to Commercial Wind Power Energy Facilities (Wind Farms)* should be approved.

Legal Review: Yes

attachments

SPONSERED BY: JIM WEBSTER
RESOLUTION
OF THE
COUNTY BOARD OF THE COUNTY OF WINNEBAGO, ILLINOIS
SUBMITTED BY: ZONING COMMITTEE
2021 CR

**A RESOLUTION CALLING FOR THE GOVERNOR AND GENERAL ASSEMBLY TO
PROTECT LOCAL CONTROL OF ZONING AND LAND USE WITH REGARD TO
COMMERCIAL WIND POWER ENERGY FACILITIES (WIND FARMS)**

WHEREAS, Counties are authorized by the Counties Code (55 ILCS 5/1-1001 *et seq.*) to adopt and develop zoning regulations; and

WHEREAS, Section 5-12001 of the Counties Code provides “the county board or board of county commissioners, as the case may be, of each county, shall have the power to regulate and restrict the location and use of buildings, structures and land” and to regulate and restrict the intensity of such uses - to establish building or setback lines outside the limits of cities, villages and incorporated towns which have in effect municipal zoning ordinances (55 ILCS 5/5-12001); and

WHEREAS, consistent with our zoning authority, Winnebago County (and other Counties throughout the state of Illinois), has adopted zoning and setback regulations related to wind energy facilities and has made substantial revisions to suit the needs of our County and the residents of Winnebago County; and

WHEREAS, Senate Bill 1602 was filed in the Illinois Senate on February 26, 2021 and seeks to mandate very specific timelines and procedural requirements regarding siting approval or a special use permit for commercial wind energy facilities; and

WHEREAS, Senate Bill 1602 also mandates substantive changes including setback requirements, blade tip height limitations, and sound limitations; and

WHEREAS, Senate Bill 1602 requires that any currently-existing county zoning ordinances pertaining to wind farms be amended within 120 days to comply with the requirements

of the bill and prohibits a county from adopting any future restrictions on the installation or use of a commercial wind energy facility that are inconsistent with the provisions of the bill; and

WHEREAS, the changes contained in Senate Bill 1602 ignore differences that occur locally from county to county across the State of Illinois and remove a county board's ability to regulate those local differences and address the concerns of their residents; and

WHEREAS, Senate Bill 1602 further undermines local control in that it substitutes state level legislative determination for the local control exercised by county zoning commissions, zoning boards of appeals, and county boards; and

WHEREAS, the County Board is the best entity to support the needs, interests, and safety of its residents due to direct feedback and understanding of the County's needs, while State officials or industry leaders who do not reside in these Counties may not be aware of the most relevant and current information.

NOW, THEREFORE, BE IT RESOLVED by the members of the Board of Winnebago County, Illinois as follows:

1. The County Board opposes Senate Bill 1602 or any similar legislation that would undermine the County Board's local zoning authority.
2. The County Board urges the Illinois General Assembly to abandon any efforts to advance Senate Bill 1602.
3. The County Board urges Governor Pritzker to veto Senate Bill 1602 or any similar bill should the General Assembly pass such legislation.

BE IT FURTHER RESOLVED that the Clerk is hereby directed to send copies of this Resolution to Governor Pritzker, the legislative leaders of both chambers of the Illinois General Assembly, and the representatives and senators representing this County, County Administrator, County Planning and Zoning Officer, County Director of Development Services and the County Chairman.

**Respectfully submitted,
ZONING COMMITTEE**

AGREE

DISAGREE

Jim Webster, Chairperson

Jim Webster, Chairperson

Angie Goral, Vice Chairperson

Angie Goral, Vice Chairperson

Steve Schultz

Steve Schultz

Aaron Booker

Aaron Booker

Tim Nabors

Tim Nabors

Dave Kelley

Dave Kelley

Jas Bilich

Jas Bilich

The above and foregoing Resolution was adopted by the County Board of the County of Winnebago, Illinois this ____ day of _____, 2021.

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

ATTEST:

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



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Bill Status of SB1602 102nd General Assembly

[Full Text](#) [Votes](#) [Witness Slips](#) [View All Actions](#) [Printer-Friendly Version](#)

Short Description: COUNTIES-WIND ENERGY FACILITY

Senate Sponsors

Sen. [Bill Cunningham](#)

Last Action

Date	Chamber	Action
2/26/2021	Senate	Referred to Assignments

Statutes Amended In Order of Appearance

[55 ILCS 5/5-12020](#)

Synopsis As Introduced

Amends the Counties Code. Provides that there shall be at least one public hearing during which public comment shall be taken regarding the application for siting approval or a special use permit for a commercial wind energy facility. Provides that the public hearing shall be noticed and commence not more than 45 days after the filing of an application for siting approval or a special use permit for a commercial wind energy facility. Provides that the county board shall make its siting decision not more than 30 days after the conclusion of the public hearing or the conclusion of the special use permit hearing by the zoning board of appeals. Removes a provision that allows any part of a county zoning ordinance pertaining to wind farms that is in effect before August 16, 2007 to continue in effect notwithstanding the provision of the Section. Provides that a county with an existing zoning ordinance in conflict with the provisions shall amend such zoning ordinance to be in compliance within 120 days after the effective date of the amendatory Act. Specifies setback requirements, blade tip height limitations, and sound limitations. Provides that a county may not place any restriction on the installation or use of a commercial wind energy facility, except by adopting an ordinance that complies with the provisions, and may not establish siting standards for supporting facilities that preclude development of commercial wind energy facilities. Limits home rule powers. Defines terms. Makes other changes.

Actions

Date	Chamber	Action
2/26/2021	Senate	Filed with Secretary by Sen. Bill Cunningham
2/26/2021	Senate	First Reading
2/26/2021	Senate	Referred to Assignments

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Full Text of SB1602 102nd General Assembly

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102ND GENERAL ASSEMBLY State of Illinois 2021 and 2022 SB1602

Introduced 2/26/2021, by Sen. Bill Cunningham

SYNOPSIS AS INTRODUCED:

55 ILCS 5/5-12020

Amends the Counties Code. Provides that there shall be at least one public hearing during which public comment shall be taken regarding the application for siting approval or a special use permit for a commercial wind energy facility. Provides that the public hearing shall be noticed and commence not more than 45 days after the filing of an application for siting approval or a special use permit for a commercial wind energy facility. Provides that the county board shall make its siting decision not more than 30 days after the conclusion of the public hearing or the conclusion of the special use permit hearing by the zoning board of appeals. Removes a provision that allows any part of a county zoning ordinance pertaining to wind farms that is in effect before August 16, 2007 to continue in effect notwithstanding the provision of the Section. Provides that a county with an existing zoning ordinance in conflict with the provisions shall amend such zoning ordinance to be in compliance within 120 days after the effective date of the amendatory Act. Specifies setback requirements, blade tip height limitations, and sound limitations. Provides that a county may not place any restriction on the installation or use of a commercial wind energy facility, except by adopting an ordinance that complies with the provisions, and may not establish siting standards for supporting facilities that preclude development of commercial wind energy facilities. Limits home rule powers. Defines terms. Makes other changes.

LRB102 10904 AWJ 16234 b

HOME RULE NOTE ACT

A BILL FOR

SB1602

LRB102 10904 AWJ 16234 b

1 AN ACT concerning local government.

2 Be it enacted by the People of the State of Illinois,
3 represented in the General Assembly:

4 Section 5. The Counties Code is amended by changing
5 Section 5-12020 as follows:

6 (55 ILCS 5/5-12020)

7 Sec. 5-12020. Wind farms, electric-generating wind
8 devices, and commercial wind energy facilities.

9 (a) As used in this Section:

10 "Commercial wind energy facility" has the meaning assigned
11 to it by Section 10 of the Renewable Energy Facilities
12 Agricultural Impact Mitigation Act.

13 "Facility owner" means (i) a person with a direct
14 ownership interest in a wind energy system, regardless of
15 whether the person was involved in acquiring the necessary
16 rights, permits, and approvals or otherwise planning for the
17 construction and operation of a wind energy system; or (ii) at
18 the time a wind energy system is being developed, a person who
19 is acting as a wind energy system developer by acquiring the
20 necessary rights, permits, and approvals for or by planning
21 for the construction and operation of a wind energy system,
22 regardless of whether the person will own or operate the wind
23 energy system.

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LRB102 10904 AWJ 16234 b

1 "Nonparticipating property" means real property that is
2 not a participating property.

3 "Nonparticipating residence" means an occupied residence
4 on nonparticipating property that is existing and occupied as

5 of the date of filing of a permit application by the co Translate Website
6 wind energy facility.

7 "Occupied community building" means a school, place of
8 worship, daycare facility, public library, or community center
9 that is existing and occupied as of the date of filing of a
10 permit application by the commercial wind energy facility.

11 "Participating property" means real property that is the
12 subject of a written agreement between the facility owner and
13 the owner of such real property that provides the facility
14 owner an easement, option, lease, license, or other agreement
15 for the purpose of constructing a wind tower or supporting
16 facilities on such real property.

17 "Participating residence" means an occupied residence on
18 participating property.

19 "Supporting facilities" means the associated transmission
20 lines, substations, access roads, meteorological towers, and
21 other equipment related to the generation of electricity from
22 the commercial wind energy facility.

23 "Wind tower" means the wind turbine tower, nacelle, and
24 blades.

25 (b) Notwithstanding any other provision of law or whether
26 the county has formed a zoning commission and adopted formal

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LRB102 10904 AWJ 16234 b

1 zoning under Section 5-12007, a county may establish standards
2 for wind farms and electric-generating wind devices. The
3 standards may include all of the requirements specified in
4 subsections (e) through (i), but may not include requirements
5 for wind farms and electric-generating wind devices that are
6 more restrictive than specified in subsections (e) through (i)
7 , without limitation, the height of the devices and the number
8 of devices that may be located within a geographic area. A
9 county may also regulate the siting of wind farms and
10 electric-generating wind devices in unincorporated areas of
11 the county outside of the zoning jurisdiction of a
12 municipality and the 1.5 mile radius surrounding the zoning
13 jurisdiction of a municipality on terms that are not more
14 restrictive than the requirements specified in subsections (e)
15 through (i). This Section applies to home rule and non-home
16 rule counties and is a limitation under subsection (i) of

17 Section 6 of Article VII of the Illinois Constitution
18 concurrent exercise by home rule units of powers and functions
19 exercised by the State.

20 (c) There shall be at least one public hearing during
21 which public comment shall be taken regarding the application
22 for siting approval or a special use permit for a commercial
23 wind energy facility. The public hearing shall be noticed and
24 commence not more than 45 days after the filing of an
25 application for siting approval or a special use permit for a
26 commercial wind energy facility. The county board shall make

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LRB102 10904 AWJ 16234 b

1 its siting decision not more than 30 days after the conclusion
2 of the public hearing or the conclusion of the special use
3 permit hearing by the zoning board of appeals prior to a siting
4 decision by the county board. Notice of the hearing shall be
5 published in a newspaper of general circulation in the county.
6 A commercial wind energy facility owner, as defined in the
7 Renewable Energy Facilities Agricultural Impact Mitigation
8 Act, must enter into an agricultural impact mitigation
9 agreement with the Department of Agriculture prior to the date
10 of the required public hearing. A commercial wind energy
11 facility owner seeking an extension of a permit granted by a
12 county prior to July 24, 2015 (the effective date of Public Act
13 99-132) must enter into an agricultural impact mitigation
14 agreement with the Department of Agriculture prior to a
15 decision by the county to grant the permit extension. Counties
16 may allow test wind towers to be sited without formal approval
17 by the county board. ~~Any provision of a county zoning~~
18 ~~ordinance pertaining to wind farms that is in effect before~~
19 ~~August 16, 2007 (the effective date of Public Act 95-203) may~~
20 ~~continue in effect notwithstanding any requirements of this~~
21 ~~Section.~~

22 (d) A county with an existing zoning ordinance in conflict
23 with this Section shall amend such zoning ordinance to be in
24 compliance with this Section within 120 days after the
25 effective date of this amendatory Act of the 102nd General
26 Assembly.

1 (e) A county may ~~not~~ require:
 2 (1) a wind tower or other renewable energy system to
 3 be sited as follows, with setback distances measured from
 4 the center of the base of the wind tower: that is used
 5 exclusively by an end user to be setback more than 1.1
 6 times the height of the renewable energy system from the
 7 end user's property line.

8 <u>Setback Description</u>	<u>Setback Distance</u>
9 <u>Occupied Community</u>	<u>2.1 times the maximum blade tip</u>
10 <u>Buildings</u>	<u>height to the nearest point</u>
11	<u>on the outside wall of</u>
12	<u>the structure</u>
13 <u>Participating Residences</u>	<u>1.1 times the maximum blade tip</u>
14	<u>height to the nearest point</u>
15	<u>on the outside wall of</u>
16	<u>the structure</u>
17 <u>Nonparticipating Residences</u>	<u>2.1 times the maximum blade tip</u>
18	<u>height to the nearest point</u>
19	<u>on the outside wall of</u>
20	<u>the structure</u>
21 <u>Participating Property Lines</u>	<u>None</u>

1 <u>Nonparticipating Property</u>	<u>1.1 times the maximum blade tip</u>
2 <u>Lines</u>	<u>height to the nearest point</u>
3	<u>on the property line</u>
4 <u>Public Road Right-of-Way</u>	<u>1.1 times the maximum blade tip</u>
5	<u>height to the center point</u>
6	<u>of the public road right-of-way</u>
7 <u>Overhead Communication and</u>	<u>1.1 times the maximum blade tip</u>
8 <u>Electric Transmission - Not</u>	<u>height to the center point</u>
9 <u>including utility service</u>	<u>of the easement containing</u>
10 <u>lines to individual houses</u>	<u>the overhead line</u>

11 or outbuildings

12 Overhead Utility Service None

13 Lines – Lines to individual

14 houses or outbuildings

15 (2) a wind tower to be sited in a manner such that

16 industry standard computer modeling indicates that any

17 occupied community building or nonparticipating residence

18 will not experience more than 30 hours per year of shadow

19 flicker under planned operating conditions.

20 The requirements set forth in this subsection (e) may be

21 waived subject to the written consent of the owner of the

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LRB102 10904 AWJ 16234 b

1 affected nonparticipating property.

2 (f) A county may not set a blade tip height limitation that

3 is more restrictive than the height allowed under a

4 Determination of No Hazard to Air Navigation by the Federal

5 Aviation Administration under 14 CFR Part 77.

6 (g) A county may not set a sound limitation that is more

7 restrictive than the sound limitations established by the

8 Illinois Pollution Control Board under 35 Ill. Adm. Code 900,

9 901, and 910.

10 (h) A county may not place any restriction, either

11 directly or in effect, on the installation or use of a

12 commercial wind energy facility, except by adopting an

13 ordinance, that complies with this Section and may not

14 establish siting standards for supporting facilities that

15 preclude development of commercial wind energy facilities.

16 (i) Only a county may establish standards for wind farms,

17 electric-generating wind devices, wind towers, supporting

18 facilities, and commercial wind energy facilities, as that

19 term is defined in Section 10 of the Renewable Energy

20 Facilities Agricultural Impact Mitigation Act, in

21 unincorporated areas of the county outside of the zoning

22 jurisdiction of a municipality and outside the 1.5 mile radius

23 surrounding the zoning jurisdiction of a municipality.

24 (j) This Section does not apply to a commercial wind

25 energy facility that began construction or was approved by a

26 political subdivision before the effective date of this [Translate Website](#)

SB1602

- 8 -

LRB102 10904 AWJ 16234 b

1 amendatory Act of the 102nd General Assembly.

2 (Source: P.A. 100-598, eff. 6-29-18; 101-4, eff. 4-19-19.)

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ECONOMIC DEVELOPMENT COMMITTEE

SPONSORED BY: JAS BILICH

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

SUBMITTED BY: ECONOMIC DEVELOPMENT COMMITTEE

2021 CR_____

**RESOLUTION AUTHORIZING THE CHAIRMAN OF THE COUNTY BOARD TO
EXECUTE A REDEVELOPMENT AGREEMENT
BY AND BETWEEN THE COUNTY OF WINNEBAGO, ILLINOIS AND
VENTURE ONE DEVELOPMENT, LLC FOR PROJECT SAWGRASS**

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

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

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

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

WHEREAS, in 2021, Winnebago County negotiated an agreement with Venture One Development, LLC (“Venture One”) for an incentive of fifty percent (50%) of increment over ten (10) years to locate a business to the IJRL District with the Owner of the Property, which is referred to as, “Project Sawgrass”; and

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

WHEREAS, the Economic Development Committee of the County Board for the County of Winnebago, Illinois, has reviewed and recommend approval of the proposed Redevelopment

Agreement between the County of Winnebago and Venture One Development, LLC, attached hereto as **Exhibit A**.

NOW THEREFORE BE IT AND IT IS HEREBY RESOLVED, by the County Board of the County of Winnebago, Illinois, that the Winnebago County Board Chairman is authorized to execute the Redevelopment Agreement between the County of Winnebago and Venture One Development, LLC, which is referred to as, “Project Sawgrass”, and in substantially the same form as that set forth in Exhibit A.

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

Respectfully submitted,
Economic Development Committee

AGREE

DISAGREE

JAS BILICH, CHAIRMAN

JAS BILICH, CHAIRMAN

DOROTHY REDD, VICE CHAIRWOMAN

DOROTHY REDD, VICE CHAIRWOMAN

JEAN CROSBY

JEAN CROSBY

ANGELA FELLARS

ANGELA FELLARS

BRAD LINDMARK

BRAD LINDMARK

TIM NABORS

TIM NABORS

FRED WESCOTT

FRED WESCOTT

The above and foregoing Resolution was adopted by the County Board of the County of Winnebago, Illinois this ____ day of _____ 2021.

ATTESTED BY:

JOSEPH V. CHIARELLI
CHAIRMAN OF THE COUNTY BOARD
OF THE COUNTY OF WINNEBAGO, ILLINOIS

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

REDEVELOPMENT AGREEMENT

This Redevelopment Agreement (“Agreement”) is made as of this ____ day of _____, 2021, by and between the County of Winnebago, Illinois, an Illinois body politic, having its principal offices located at 404 Elm Street, Rockford, Illinois (“County”) and Venture One Development, LLC, an Illinois limited liability company, having its principal offices located at 9500 Bryn Mawr Avenue, Suite 340, Rosemont, Illinois 60018 (“Developer”). All capitalized terms are defined herein or otherwise have such definitions as set forth in the Industrial Jobs Recovery Law, 65 ILCS 5/11-74.6-1 *et seq.* as amended (the “Act”).

RECITALS

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

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

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

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

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

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

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

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

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

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

WHEREAS, the Developer is the development manager for the fee simple title holder (“Owner”) to a parcel of real estate located within the Redevelopment Project Area, and Developer, on behalf of Owner, proposes to redevelop said real estate by constructing thereon a one-story industrial/manufacturing facility of approximately 141,360 rentable square feet with related improvements (the “Project”), all as generally depicted on Exhibit B attached hereto and incorporated herein. Said real estate is legally described on Exhibit C attached hereto and incorporated herein (the “Subject Property”); and

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

WHEREAS, upon substantial completion, the Project will represent an investment on the part of the Developer of not less than **\$20,000,000**; and

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

WHEREAS, the County desires to enter into this Agreement with the Developer and agrees, pursuant to the Intergovernmental Agreement, to use tax increment allocation financing to

defray certain costs relating to the Project to the extent such costs qualify as Redevelopment Project Costs, as such term is defined in the Act (“Eligible Redevelopment Project Costs”).

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

SECTION 1. INCORPORATION OF RECITALS

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

SECTION 2. THE PROJECT

2.1 **The Project.** Developer shall begin development of the Project on or before August 1, 2021, and, subject to the terms of this Section 2.1 below, will subsequently complete construction of the Project no later than November 30, 2022 in accordance with final plans and specifications of the Project as well as issued permits and all applicable Laws. The Project will include a parking lot for cars and semi-trailer trucks, truck docks, and storm water detention for the benefit of said facility. Developer may connect all on-site water, sanitary, storm and sewer lines constructed on the Subject Property to utility lines existing on or near the perimeter of the Subject Property, provided Developer first complies with all applicable County requirements governing such connections, including the payment of customary fees and costs related thereto, including but not limited to the County’s water connection fee which shall be **\$89,180**, calculated based on County Ordinance Section 68-15-D-1(b). Developer shall also have access to the Subject Property from Baxter Road provided Developer first complies with the County’s entrance connection fee on Baxter Road, requiring the payment by Developer to the County of said Baxter Road access fee of **\$173,901** calculated based on County Ordinance Section 82-10. Unless the County accepts a letter of credit from Developer as a surety for the completion of the Project in accordance with County ordinances, Developer shall substantially complete construction of the Project no later than November 30, 2022. Developer will not be entitled to any payment of any portion of incremental taxes deposited in the STAF unless and until the Project has been substantially completed in accordance with the terms of this Agreement. For purposes of this paragraph, substantial completion of the Project will be deemed to have occurred upon the issuance by the County of a temporary or final certificate of occupancy for the Project. Subject to the right to be reimbursed for Eligible Redevelopment Project Costs as provided in this Agreement, development of the Subject Property shall be completed at the sole expense of the Developer and shall, unless otherwise agreed in advance by the parties in writing (which agreement will be in accordance with applicable Laws and will not be unreasonably withheld, conditioned or delayed), conform in all material respects to the plans and specifications approved by the County as a condition to issuing the applicable permits issued by the County for the Project.

2.2 **Project construction documents.** Developer will deliver civil engineering plans, building elevations, storm water drainage calculations and a site plan for the Project to Cherry Valley for zoning and site plan approval. Developer will obtain any applicable permits and approvals

required for the Project from Cherry Valley, the County and other applicable governmental authorities, will submit to the County any plans and specifications required by applicable County building codes for the issuance of permits required by the County pursuant to applicable Laws and will cause the Project to be completed in accordance with final plans and specifications, issued permits and applicable Laws. Developer shall be responsible for paying all required County building permit fees.

SECTION 3. COVENANTS/REPRESENTATIONS/WARRANTIES OF DEVELOPER

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

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

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

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

(d) Developer is solvent and able to pay its debts as they mature;

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

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

SECTION 4. OWNER'S OBLIGATIONS

4.1 **Use of Subject Property.** Owner shall utilize the Subject Property in a manner consistent with IJRL District uses identified in or allowed by the Act and the Redevelopment Plan and Project. Owner intends that the Subject Property shall be utilized solely in a manner consistent with industrial and manufacturing purposes as well as other Industrial Park uses identified in the Act.

Notwithstanding anything to the contrary contained in this Agreement, the Subject Property may be used for the following purposes, all of which are consistent with the IJRL District uses identified in or allowed by the Act and the Redevelopment Plan and Project: (i) receiving,

storing, assembling, displaying, shipping, distributing, preparing, selling, and serving as a pick-up/drop-off location for products, materials, food, grocery, and liquor items; (ii) parking, storage, dispatch, use, incidental maintenance, fueling, and outdoor and indoor loading/unloading (including driving into and through the building for loading and unloading and parking inside the building) of vehicles, including automobiles, fleet vehicles, trucks and trailers; (iii) printing; (iv) making products on demand; (v) warehouse and office use; and (vi) using, handling, or storing hazardous materials in the ordinary course of business, including (A) in any packaged merchandise to be sold, handled, and/or held for shipment to customers, and (B) maintenance, fueling, or charging of vehicles, equipment, and machinery (including liquefied hydrogen or other alternative fuels); (vii) installing and operating equipment such as satellite dishes, cellular antenna, and renewable energy systems, including solar energy systems and hydrogen fuel cell tanks and related equipment; (viii) installing and operating battery storage systems, electrical generators, and fuel tanks; and (ix) ancillary and related uses for any of the foregoing, all on a twenty-four-hour, seven-days-per-week, fifty-two-weeks-per-year basis.

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

SECTION 5. TAX INCREMENT ALLOCATION FINANCING

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

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

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

5.4 **Owner Payments.** Subject to Section 13.2 of this Agreement, the County agrees to reimburse the Owner fifty percent (50%) of the Available Tax Increment for a period of ten (10)

years for the authorized reimbursable Eligible Redevelopment Project Costs of the Project incurred by the Owner as set forth on Exhibit D, attached hereto (the “Eligible Redevelopment Project Cost Schedule”), and which are approved by the County pursuant to this Section 5.4 of this Agreement. The other fifty percent (50%) of the Available Tax Increment shall go solely towards servicing the debt in a Special Service Area as detailed in the Redevelopment Agreement between the County and Rock 39, LLC., executed on September 7, 2012. The County’s total reimbursement to the Owner from the Available Tax Increment under this Agreement is currently estimated to be approximately **\$8,000,000**. Prior to being provided Available Tax Increment, Owner shall submit to the County reasonable evidence that the Eligible Redevelopment Project Costs, for which reimbursement is requested, have been incurred and paid for by the Owner. Reasonable evidence shall include, but is not limited to, paid invoices, paid receipts and contracts. All paid invoices and paid receipts shall contain the date of service, type of service, location of service, amount paid, name/address/telephone number of the service provider and other information as necessary to establish the identity of the provider, type of service and amount paid. The County reserves the right to require additional documentation in its sole discretion but will not unreasonably withhold, condition or delay its approval under this Agreement. Subject to Section 13.2 of this Agreement, and subject to the County’s receipt of said reasonable evidence of the Eligible Redevelopment Project Costs, the Eligible Redevelopment Project Costs will be paid to Owner within ninety (90) days of receipt on the tax increment in the STAF, however only to the extent that such revenue is received by the County.

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

SECTION 6. TERM

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

SECTION 7. NO LIABILITY OF COUNTY TO OTHERS FOR DEVELOPER’S EXPENSES

The County shall have no obligation to pay costs of the Project to any person other than the Owner, nor shall the County be obligated to pay any contractor, subcontractor, mechanic, or materialman providing services or materials to the Owner for the development of the Project; provided, however, that, subject to Sections 9 and 10 of this Agreement and upon Owner’s written

request, the County will pay amounts owed to Owner under this Agreement to a tenant at the Project.

SECTION 8. NO DISCRIMINATION

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

SECTION 9. ASSIGNMENT

Neither Developer nor Owner may sell, assign or otherwise transfer its interest in this Agreement in whole or in part without the written consent of the County; provided, however, that (a) Owner may, without the written consent of the County, assign its interest in this Agreement to an entity in title to the Subject Property or to a tenant of the Subject Property or collaterally assign its interest in this Agreement to a mortgage lender holding a lien encumbering the Subject Property as partial security for the payment of its debt to that lender, and (b) Developer may, with the written consent of the County and Owner, not to be unreasonably withheld, assign or otherwise transfer its interest in this Agreement in whole or in part. Owner and Developer, as applicable, will provide written notice to the County of any assignment of their respective interest in this Agreement (other than a collateral assignment) within thirty (30) days after the effective date of that assignment. In particular, within thirty (30) days after its acquisition of fee title to the Property, the original Owner hereunder (i.e., the entity who has engaged Developer as its development manager for the Project) will provide written notice to the County of its acquisition of fee title to the Property, which notice will include the name and mailing address of that Owner for notice purposes hereunder. Any assignee of Owner's or Developer's interest in this Agreement (other than a collateral assignee) will agree in writing to assume all remaining executory obligations of its assignor under this Agreement.

SECTION 10. SUCCESSORS AND ASSIGNS

The terms, conditions and covenants set forth in this Agreement shall extend to, be binding upon, and inure to the benefit of the respective successors and permitted assigns of the County, the Developer and Owner and shall run with the land. Any person or entity now or hereafter owning legal title to all or any portion of the Subject Property shall be bound to this Agreement only during the period such person or entity is the legal titleholder of the Subject Property or a portion thereof, however, that all such legal title holders shall remain liable after their ownership interest in the Subject Property ceases as to those liabilities and obligations which accrued during their period of ownership but remain unsatisfied or unperformed. In addition, Developer shall be bound to this Agreement only with respect to obligations that accrued hereunder prior to completion of the Project (as evidenced by the issuance of a final certificate of occupancy). As used in this Agreement, the term "Owner" will mean the Owner of fee title to the Subject Property from time to time during the term of this Agreement.

SECTION 11. NO JOINT VENTURE, AGENCY OR PARTNERSHIP CREATED

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

SECTION 12. COMPLIANCE WITH LAW

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

SECTION 13. DEFAULTS AND REMEDIES

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

- (a) the failure of the Developer to perform, keep or observe any of the Developer’s respective covenants, conditions, promises, agreements or obligations under this Agreement;
- (b) the failure of the Owner to perform, keep or observe any of the Owner’s respective covenants, conditions, promises, agreements or obligations under this Agreement;
- (c) if, at any time, any material term, warranty, representation or statement made or furnished by Developer or Owner (including the representations and warranties of Developer described in Section 2.1 hereof) is not true and correct in any material respect because of which Developer or Owner is unable to fulfill its obligations hereunder;
- (d) at any time prior to completion of the Project (as evidenced by the issuance of a final certificate of occupancy), the commencement of any proceedings in bankruptcy by or against the Developer or for the liquidation or reorganization of the Developer, or alleging that the Developer is insolvent or unable to pay its debts as they mature, or for the readjustment or arrangement of the Developer’s debts, whether under the United States Bankruptcy Code or under any other state or federal law, now or hereafter existing for the relief of debtors; provided, however, that if such commencement of proceedings is involuntary, such action shall not constitute an Event

of Default unless such proceedings are not dismissed within ninety (90) days after the commencement of such proceedings;

(e) the commencement of any proceedings in bankruptcy by or against the Owner or for the liquidation or reorganization of the Owner, or alleging that the Owner is insolvent or unable to pay its debts as they mature, or for the readjustment or arrangement of the Owner's debts, whether under the United States Bankruptcy Code or under any other state or federal law, now or hereafter existing for the relief of debtors; provided, however, that if such commencement of proceedings is involuntary, such action shall not constitute an Event of Default unless such proceedings are not dismissed within ninety (90) days after the commencement of such proceedings;

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

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

13.2 **Remedies.**

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

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

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

(d) If the County is in default of this Agreement, which is defined as the County's lack of fulfillment of any obligation under this Agreement, the Developer or the Owner shall provide the County with a written statement setting forth the default of the County. Neither the Developer nor the Owner may exercise any remedies against the County in connection with such failure until thirty (30) days after giving such notice. If such default cannot be cured within such thirty (30)

day period, said thirty (30) day period shall be extended for such time as is reasonably necessary for the curing of the same, as long as the County is diligently proceeding to cure such default. A default not cured as provided above shall constitute a breach of this Agreement. Any failure or delay by the Developer or the Owner in asserting any of its rights or remedies as to any default or alleged default or breach shall not operate as a waiver of any such default or breach of any rights or remedies it may have as a result of such default or breach.

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

SECTION 14. INDEMNIFICATION

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

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

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

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

(iv) Developer's or Owner's failure to cure any material misrepresentation by it in this Agreement;

provided, however, that neither Developer nor Owner shall have any obligation to an Indemnitee arising from the gross negligence, wanton or willful misconduct of that Indemnitee. To the extent that the preceding sentence may be unenforceable because it is violative of any law or public policy, Developer or Owner, as applicable, shall contribute the maximum portion that is permitted to pay and satisfy under the applicable law, to the payment and satisfaction of all indemnified liabilities incurred by the Indemnitees or any of them. The provisions of the undertakings and indemnification set out in this Section 14 shall survive the termination of this Agreement.

SECTION 15. NOTICE

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

If to the County:

County of Winnebago
Attn: Chairman Joseph Chiarelli
404 Elm Street
Rockford, Illinois 61101

With Copies to:

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

If to the Developer:

Venture One Development, LLC.
9500 Bryn Mawr Ave., Suite 340
Rosemont, Illinois 60018
Attn: Mark Goode

With Copies to:

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

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

SECTION 16. MISCELLANEOUS

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

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

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

16.4 **Waiver.** Waiver by the County, Developer or Owner with respect to any breach of this Agreement shall not be considered or treated as a waiver of the rights of the respective party with respect to any other default or with respect to any particular default, except to the extent specifically waived by the County, Owner or Developer in writing. No delay or omission on the part of a party in exercising any right shall operate as a waiver of such right or any other right

unless pursuant to the specific terms hereof. A waiver by a party of a provision of this Agreement shall not prejudice or constitute a waiver of such party's right otherwise to demand strict compliance with that provision or any other provision of this Agreement. No prior waiver by a party, nor any course of dealing between the parties hereto, shall constitute a waiver of any such parties' rights or of any obligations of any other party hereto as to any future transactions.

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

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

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

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

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

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

16.11 **Drafter Bias.** The parties acknowledge and agree that the terms of this Agreement are the result of negotiations between the parties, both of whom are represented by independent counsel, and that this Agreement is the result of said negotiations. As a result, in the event that a court is

asked to interpret any portion of this Agreement, neither of the parties shall be deemed the drafter hereof and neither shall be given benefit of such presumption that may be set out by law.

16.12 **Attorneys' Fees.** In the event of a default and/or litigation arising out of enforcement of this Agreement, the parties hereto acknowledge and agree that each party shall be responsible for their own costs, charges, expenses, and their reasonable attorney's fees arising as a result thereof.

16.13 **Memorandum of Agreement.** Owner and the County agree to record a memorandum of this Agreement with the Winnebago County Recorder of Deeds.

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

DEVELOPER:

Venture One Development, LLC, an Illinois limited liability company

By: _____

Its: _____

COUNTY:

County of Winnebago, an Illinois body politic and corporate

By: _____

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

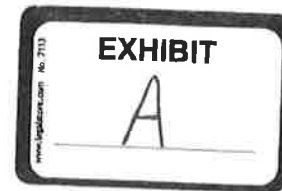
ATTEST:

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

EXHIBIT A

INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGES OF CHERRY
VALLEY, ILLINOIS, NEW MILFORD, ILLINOIS AND THE COUNTY OF WINNEBAGO,
ILLINOIS

As attached



STATE OF ILLINOIS, } ss.
COUNTY OF WINNEBAGO }

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

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

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

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

this 26TH DAY JULY, 2012.

MARGIE M. MULLINS, *Winnebago County Clerk*

BY:  *Deputy County Clerk*



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

SUBMITTED BY: PUBLIC WORKS COMMITTEE

2012 CR 099

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

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

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

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

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

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

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

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

BE IT FURTHER RESOLVED, that the Clerk of the County Board is hereby authorized to prepare and deliver certified copies of this Resolution to the County Board Chairman and to the presidents of the Village of Cherry Valley, Village of New Milford and to prepare and deliver a certified copy of this Resolution to the Winnebago County Auditor, Treasurer and Engineer.

INTERGOVERNMENTAL AGREEMENT

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

WITNESSETH:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

NOW THEREFORE, the Parties agree as follows:

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

I. FINANCING.

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

{127335.doc}

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

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

II. WATER SYSTEM.

- A. Winnebago shall form a water service area pursuant to 55 ILCS 5/5-15006 to service the IJRL Project Area.
 1. Winnebago shall retain any profits realized from the water service area.
 2. Winnebago shall set the hook-up fees and water rates in such a fashion that they are consistent throughout the IJRL District.
 3. To the extent allowable by law, Winnebago shall require that any parcel attaching to the water system will annex to the municipality within whose territory (pursuant to the border agreement between the Municipalities), the property resides.
- B. Winnebago shall purchase from Cherry Valley and Cherry Valley agrees to an assignment of all right title and interest that Cherry Valley may have in the portion of that certain agreement entered into by and between Cherry Valley and Rock 39 which said agreement is attached hereto as Exhibit B as it pertains to certain water assets described therein.
 1. The terms of payment for such assignment will be:
 - i. Within sixty (60) days of the issuance of the SSA Bonds, Winnebago will pay to Cherry Valley the sum of Two Hundred Fifty Thousand and 00/100s dollars (\$250,000) and provide Cherry Valley with a zero percent interest Note and Security Agreement or Mortgage on the transferred property for the balance remaining.
 - ii. Winnebago will pay the remaining balance of Four Hundred Fifty Thousand and 00/100s dollars (\$450,000) in annual installments to Cherry Valley beginning on April 15, 2013 in the amount of One Hundred Thousand and 00/100s dollars (\$100,000) with the final installment of Fifty Thousand and 00/100s dollars (\$50,000) to be paid on April 15, 2017.
 2. Cherry Valley agrees that it will not provide water service to the SSA Project Area and that it consents to the actions of Winnebago in forming the water service area.
 3. As a condition precedent to the payments set for the in sections B.1.i and B.1.ii., above, Cherry Valley shall cause Rock 39 to agree to and consent to such assignment and to the transfer of the water assets to Winnebago.
- C. No properties outside of the SSA will be responsible for payment of the SSA or for assessments for the cost of the Water System or any other utility or service provided within the SSA. Notwithstanding the foregoing, any property outside of the SSA which at any time attaches to the Water System or other utility service may be assessed hook-up fees or other costs, recapture fees or charges as may be assessed

from time to time.

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

III. ALTERNATIVE ENERGY.

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

IV. ANNEXATIONS AND ZONING.

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

V. MISCELLANIOUS.

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

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

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

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

County of Winnebago, Illinois

By: 
Scott H. Christiansen

Its: **COUNTY BOARD CHAIRMAN**

ATTEST:

By: 
Margie M. Mullins
Its: **WINNEBAGO COUNTY CLERK**

ADDENDUM

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

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

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

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

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

Enter into this 26th day of July, 2012.

Village of New Milford, Illinois,
A municipal corporation

County of Winnebago, Illinois,
A unit of local government

By: _____
Bonnie L. Beard, President

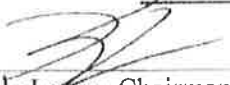
Attest: _____
Village Clerk

By: 
Scott H. Christiansen, Chairman

Attest: 
County Clerk

Respectfully submitted,
PUBLIC WORKS COMMITTEE

AGREE



Kyle Logan, Chairman



Isidro Barrios



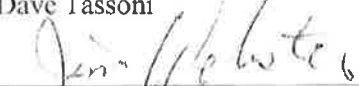
Gary Jury




Kay Mullins



Wendy Owano



Dave Tassoni



Jim Webster

DISAGREE

Kyle Logan, Chairman

Isidro Barrios

Gary Jury


Kay Mullins

Wendy Owano

Dave Tassoni

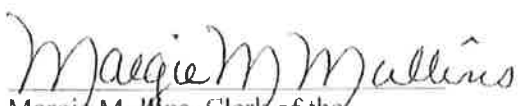
Jim Webster

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



Scott H. Christiansen, Chairman of the
County Board of the
County of Winnebago, Illinois

ATTEST:



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

Village of Cherry Valley, Illinois

By: _____

Its: _____

A T T E S T:

By: _____

Its: _____

Village of New Milford, Illinois

By: _____

Its: _____

A T T E S T:

By: _____

Its: _____

ORIGINAL

INTERGOVERNMENTAL AGREEMENT

THIS AGREEMENT made this 26th day of June, 2012, by and among The County of Winnebago, an Illinois county corporation (hereinafter "WINNEBAGO"), the Village of Cherry Valley, an Illinois municipal corporation (hereinafter "CHERRY VALLEY"), and the Village of New Milford, an Illinois municipal corporation (hereinafter "NEW MILFORD") and with all such entities referred to collectively as the PARTIES and with Cherry Valley and New Milford collectively referred to as the Municipalities.

WITNESSETH:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

NOW THEREFORE, the Parties agree as follows:

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

I. FINANCING.

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

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2. Reimbursement to Winnebago and the Municipalities for reimbursable costs (as defined in the IJRL statute), not included in the initial costs.
 3. Reimbursement to Winnebago and the Municipalities for payment of the costs of the formation of the IJRL.
 4. Incentives to Developers (limited to 50% of increment from each parcel proposed for development).
 5. Other capital improvements to infrastructure as may be allowed by statute.
- H. Winnebago shall be given the sole authority to negotiate redevelopment agreements with prospective developers and to set the amount of incentives, if any, given to such developers subject to the limitation set forth in G.4., above. An Advisory Board consisting of the principal elected official from each of the parties (or their designee), shall be formed and shall be kept advised as to all proposed redevelopment agreements, but shall not have the authority to alter such agreements which are within the guidelines set forth in G.4, above. The Municipalities shall retain zoning and land use authority, including, but not limited to, site plan review/approval and enforcement of their building and subdivision codes for those parcels within their respective corporate limits. The Municipalities agree that they will not unreasonably withhold zoning or land use approval for developer projects.
- I. The Municipalities shall retain the right to offer sales tax incentives for properties within their respective corporate limits.
- J. To the extent that Cherry Valley obtains an annexation or pre-annexation with the owner of the property identified as tax property identification numbers 16-29-400-007, 008 and 009, [the developed Maggio Trucking Property], Cherry Valley agrees that its customary local 1% distributive share of revenues derived from sales, use and occupation taxes imposed by the State of Illinois, deposited into the State's Local Government Tax Fund and distributed to the Village pursuant to Section 62-18 of the State Finance Act, 30 ILCS 105/1.1 et seq., as amended, ("Sales Tax") generated on those parcels, shall be paid to the County which shall pay the payments due on the SSA bonds for a period of seven (7) years from the date of issuance of the SSA bonds. Cherry Valley shall retain the revenues from the additional 1% non-home rule municipal retailer's occupation tax and service occupation tax it has imposed pursuant to 65 ILCS 5/8-11-1.3 and 1.4 generated by such property. Notwithstanding the foregoing, to the extent that tax increment from the IJRL District is sufficient to pay the SSA Bonds and the water asset payment referenced in II.B.1, below, during said seven (7) year period, the Sales Tax will be returned to Cherry Valley on a dollar for dollar basis as received. After the seven (7) year period, any Sales Tax generated by the referenced properties will be given to or retained by Cherry Valley.
- K. Sales Tax generated by any new development within the IJRL District shall be retained by the governmental entity in which the development is located. Should such property not be annexed to either Municipality, the Sales Tax shall be transferred to the

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

II. WATER SYSTEM.

- A. Winnebago shall form a water service area pursuant to 55 ILCS 5/5-15006 to service the IJRL Project Area.
1. Winnebago shall retain any profits realized from the water service area.
 2. Winnebago shall set the hook-up fees and water rates in such a fashion that they are consistent throughout the IJRL District.
 3. To the extent allowable by law, Winnebago shall require that any parcel attaching to the water system will annex to the municipality within whose territory (pursuant to the border agreement between the Municipalities), the property resides.
- B. Winnebago shall purchase from Cherry Valley and Cherry Valley agrees to an assignment of all right title and interest that Cherry Valley may have in the portion of that certain agreement entered into by and between Cherry Valley and Rock 39 which said agreement is attached hereto as Exhibit B as it pertains to certain water assets described therein.
1. The terms of payment for such assignment will be:
 - i. Within sixty (60) days of the issuance of the SSA Bonds, Winnebago will pay to Cherry Valley the sum of Two Hundred Fifty Thousand and 00/100s dollars (\$250,000) and provide Cherry Valley with a zero percent interest Note and Security Agreement or Mortgage on the transferred property for the balance remaining.
 - ii. Winnebago will pay the remaining balance of Four Hundred Fifty Thousand and 00/100s dollars (\$450,000) in annual installments to Cherry Valley beginning on April 15, 2013 in the amount of One Hundred Thousand and 00/100s dollars (\$100,000) with the final installment of Fifty Thousand and 00/100s dollars (\$50,000) to be paid on April 15, 2017.
 2. Cherry Valley agrees that it will not provide water service to the SSA Project Area and that it consents to the actions of Winnebago in forming the water service area.
 3. As a condition precedent to the payments set for the in sections B.1.i and B.1.ii., above, Cherry Valley shall cause Rock 39 to agree to and consent to such assignment and to the transfer of the water assets to Winnebago.
- C. No properties outside of the SSA will be responsible for payment of the SSA or for assessments for the cost of the Water System or any other utility or service provided within the SSA. Notwithstanding the foregoing, any property outside of the SSA which at any time attaches to the Water System or other utility service may be assessed hook-up fees or other costs, recapture fees or charges as may be assessed

from time to time.

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

III. ALTERNATIVE ENERGY.

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

IV. ANNEXATIONS AND ZONING.

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

V. MISCELLANEOUS.

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

{127335.doc}

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

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

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



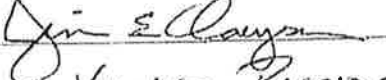
Scott H. Christiansen, Chairman of the
County Board of the
County of Winnebago, Illinois

ATTEST:



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

Village of Cherry Valley, Illinois


By: 
Its: VILLAGE PRESIDENT

ATTEST:

By: 

Its: ATTESTING

Village of New Milford, Illinois

By: 

Its: Village President

ATTEST:

By: 

Its: Village Clerk

ADDENDUM

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

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

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

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

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

Enter into this 26th day of June, 2012.

Village of New Milford, Illinois,
A municipal corporation

County of Winnebago, Illinois,
A unit of local government

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

By: Scott H. Christiansen
Scott H. Christiansen, Chairman

Attest: MK Byr
Village Clerk

Attest: Margie M. Mullins
County Clerk

EXHIBIT B

THE PROJECT

The Project consists of the redevelopment of the lot commonly referred to as, 5266 Baxter Road, PIN: 16-28-300-026 & part of 16-28-300-024. See referenced site plan and tentative plats attached.

EXHIBIT

B

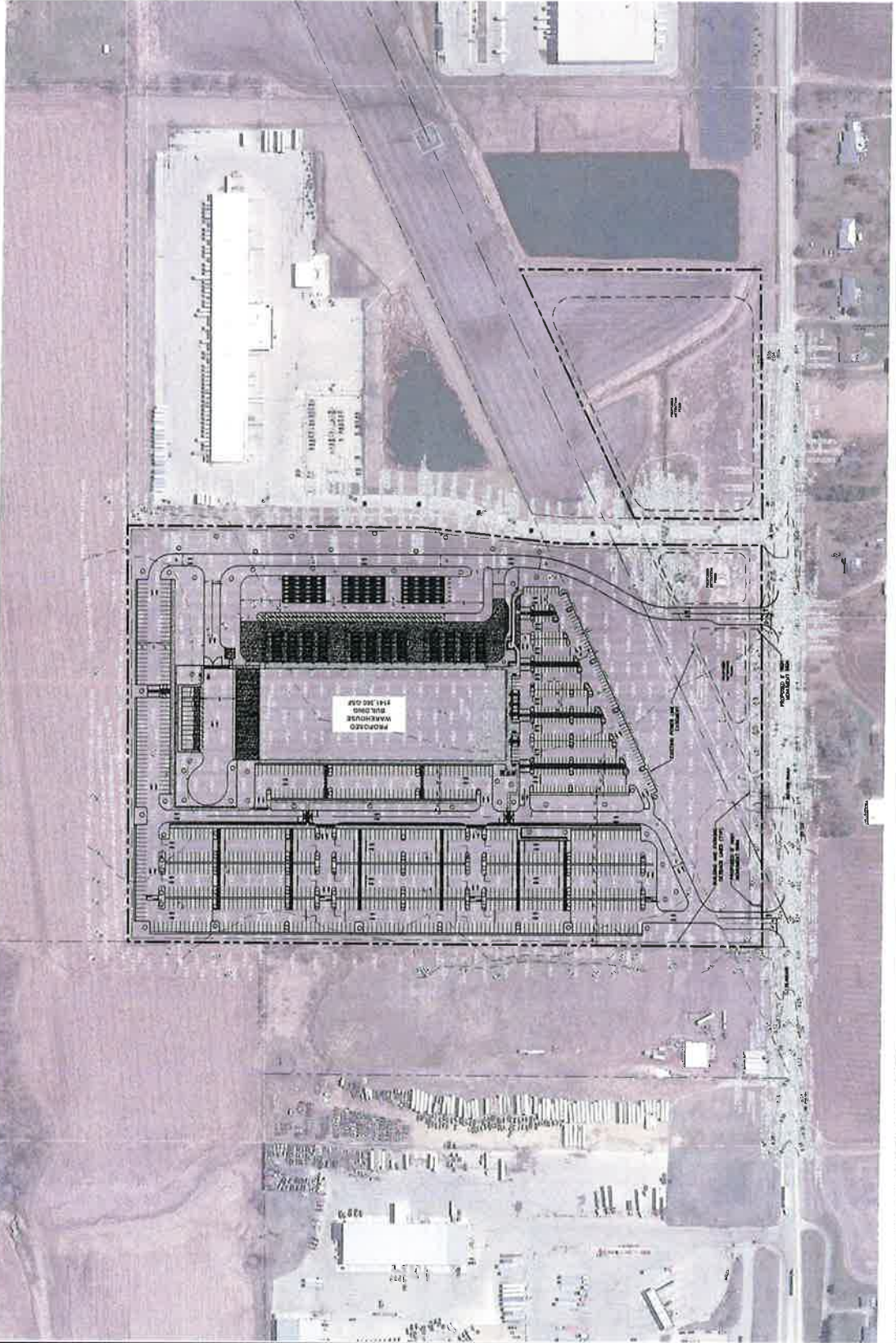


PARKING INFORMATION

TRUCK #	TRUCK	REMARKS	PROPOSED	VARIANCE
1	TRUCK	100-200 S.F.	100-200 S.F.	NO
2	TRUCK	100-200 S.F.	100-200 S.F.	NO
3	TRUCK	100-200 S.F.	100-200 S.F.	NO
4	TRUCK	100-200 S.F.	100-200 S.F.	NO
5	TRUCK	100-200 S.F.	100-200 S.F.	NO
6	TRUCK	100-200 S.F.	100-200 S.F.	NO
7	TRUCK	100-200 S.F.	100-200 S.F.	NO
8	TRUCK	100-200 S.F.	100-200 S.F.	NO
9	TRUCK	100-200 S.F.	100-200 S.F.	NO
10	TRUCK	100-200 S.F.	100-200 S.F.	NO

ZONING INFORMATION

TRUCK #	TRUCK	REMARKS	PROPOSED	VARIANCE
1	TRUCK	100-200 S.F.	100-200 S.F.	NO
2	TRUCK	100-200 S.F.	100-200 S.F.	NO
3	TRUCK	100-200 S.F.	100-200 S.F.	NO
4	TRUCK	100-200 S.F.	100-200 S.F.	NO
5	TRUCK	100-200 S.F.	100-200 S.F.	NO
6	TRUCK	100-200 S.F.	100-200 S.F.	NO
7	TRUCK	100-200 S.F.	100-200 S.F.	NO
8	TRUCK	100-200 S.F.	100-200 S.F.	NO
9	TRUCK	100-200 S.F.	100-200 S.F.	NO
10	TRUCK	100-200 S.F.	100-200 S.F.	NO



Final Plat of Subdivision ROCK 39, UNIT SIX

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

AREA OF LOT 1 = 292,502 SQUARE FEET OR 6.715 ACRES MORE OR LESS

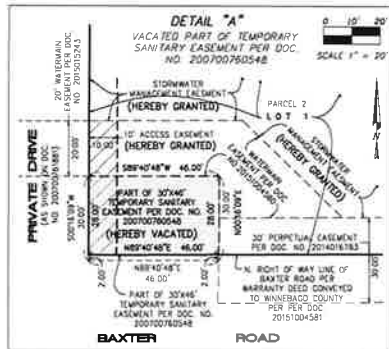
NOTES

- (100.00')
100.00'
P.C.
P.T.
P.O.B.
P.O.C.
P.U.L.
B.S.L.
C.D.
F.J.R.
L.
N.
NO.
RAD.
S.
S.M.E.
W.M.E.
- DENOTES RECORDS
DENOTES MEASURED
DENOTES POINT OF CURVATURE
DENOTES POINT OF TANGENCY
DENOTES POINT OF BEGINNING
DENOTES POINT OF COMMENCEMENT
DENOTES PARKING SETBACK LINE
DENOTES PUBLIC UTILITY EASEMENT
DENOTES BUILDING SETBACK LINE
DENOTES CHORD BEARING
DENOTES CHORD DISTANCE
DENOTES EAST
DENOTES FOUND IRON ROD
DENOTES ARC LENGTH
DENOTES NORTH
DENOTES NUMBER
DENOTES RADIUS
DENOTES SOUTH
DENOTES STORM MANAGEMENT EASEMENT
DENOTES WEST
DENOTES WATER MANAGEMENT EASEMENT

TEMPORARY SANITARY EASEMENT HEREBY VACATED BY VIRTUE OF LOT 1 OF
ROCK 39, UNIT ONE PREVIOUSLY MAKING CONNECTION TO PUBLIC SANITARY
SEWER ALONG BAXTER ROAD AND FULFILLING THE EXPIRATION REQUIREMENTS,
AS IDENTIFIED IN DOCUMENT NUMBER 200700760548.

TEMPORARY DRAINAGE EASEMENT AS DESCRIBED BY DOCUMENT 200700760548
IS HEREBY VACATED.

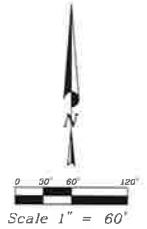
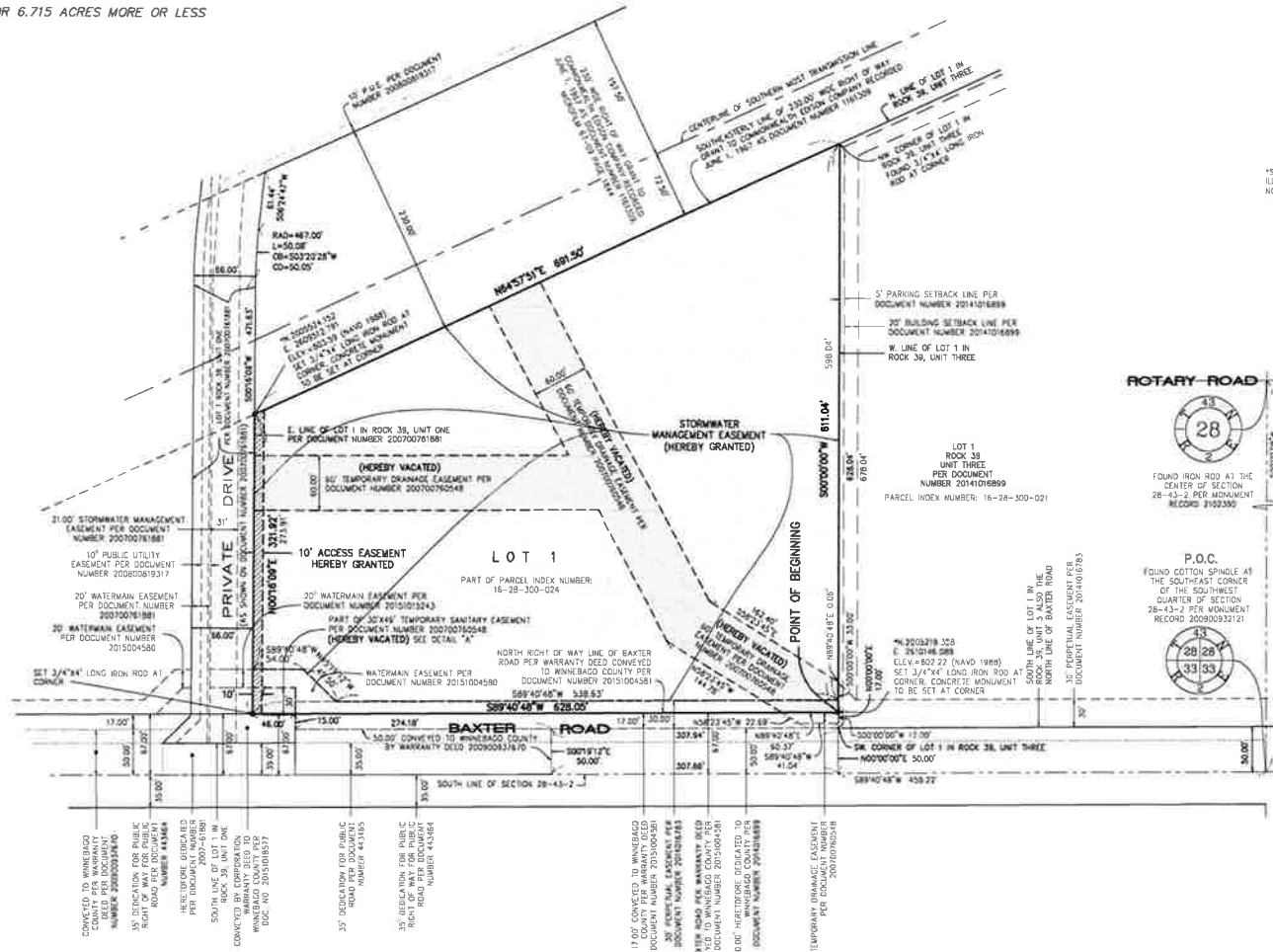
APPROVED: _____
VILLAGE OF CHERRY VALLEY
APPROVED: _____
WINNEBAGO COUNTY



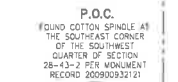
PREPARED BY RETURN TO



REVISED 01/22/2021



* COORDINATE VALUES SHOWN ARE (NAD)
1983, LINDO WEST ZONE.
BEARINGS SHOWN ON THIS PLAT ARE
ASSUMED THE SOUTHEAST 1/4 OF SECTION
28-43-2 AS SHOWN ON MAP
* STATE PLANE VALUES SHOWN ARE BASED ON
ILLINOIS STATE PLANE COORDINATE SYSTEM,
NORTH AMERICAN DATUM (NAD) 1983 WEST ZONE



Survey No.	D 5 6 0 1
Ordered By:	Venture One Real Estate, LLC
Description:	Final Plat of Subdivision
Date Prepared:	March 2nd, 2021
Scale:	1" = 60'
Field Work:	TM
Prepared By:	JP

SHEET 1 OF 2

STATE OF ILLINOIS }
COUNTY OF WINNEBAGO } SS

AS OWNER, I HEREBY CERTIFY THAT WE HAVE CAUSED THE LAND DESCRIBED IN THE FOREGOING AFFIDAVIT OF THE SURVEYOR, TO BE SURVEYED, DIVIDED, AND MAPPED AS PRESENTED ON THIS PLAT. ALL STREETS, ALLEYS, WALKWAYS, PARKS, PLAYGROUNDS AND SCHOOL SITES SHOWN ON THIS PLAT ARE HEREBY DEDICATED TO THE PUBLIC PURPOSES, AND ALL EASEMENTS SHOWN ARE SUBJECT TO THE EASEMENTS PROVISIONS HEREON.

DATED THIS ____ DAY OF _____, 20____

ROCK 39, LLC
AN ILLINOIS LIMITED LIABILITY COMPANY
5500 BRYN MAWR, SUITE 340
ROSEMONT, IL 60018

BY: _____
OWNER

NOTARY PUBLIC

STATE OF ILLINOIS }
COUNTY OF WINNEBAGO } SS

I, _____, A NOTARY PUBLIC IN AND FOR THE COUNTY OF _____

IN THE STATE OF ILLINOIS DO HEREBY CERTIFY THAT _____ PERSONALLY KNOWN TO ME TO BE THE SAME PERSON(S) WHOSE NAME(S) IS (ARE) SUBSCRIBED TO THE FOREGOING INSTRUMENT, APPEARED BEFORE ME THIS DAY IN PERSON AND DELIVERED SAID INSTRUMENT AND (SEVERALLY) ACKNOWLEDGED THAT HE (THEY) SIGNED, SEALED AS HIS (THEIR) FREE AND VOLUNTARY ACT FOR THE USES AND PURPOSES HEREIN SET FORTH.

GIVEN UNDER MY HAND AND NOTARIAL SEAL

THIS ____ DAY OF _____, A.D. 20____

NOTARY PUBLIC COMMISSION EXPIRES _____

SCHOOL DISTRICT STATEMENT

PURSUANT TO SECTION 1.005 OF THE PLAT ACT, 765 ILCS 205, THIS DOCUMENT SHALL SERVE AS THE SCHOOL DISTRICT STATEMENT, TO THE BEST OF THE OWNER'S KNOWLEDGE, THE SCHOOL DISTRICT(S) IN WHICH THE TRACT OF LAND LIES, IS IN THE FOLLOWING SCHOOL DISTRICT:

ROCKFORD PUBLIC SCHOOL, DISTRICT #205
501 7th STREET
ROCKFORD, ILLINOIS 61104
(815) 396-3300

ILLINOIS COMMUNITY DISTRICT #311
ROCK VALLEY COLLEGE
3301 NORTH MULFORD ROAD
ROCKFORD, ILLINOIS 61114

OWNER:
ROCK 39, LLC
AN ILLINOIS LIMITED LIABILITY COMPANY
5500 BRYN MAWR, SUITE 340
ROSEMONT, IL 60018

BY: _____
OWNER

CERTIFICATE OF NOTARY

STATE OF ILLINOIS }
COUNTY OF WINNEBAGO } SS

I HEREBY CERTIFY THAT THE PERSON(S)/CORPORATION(S) WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING CERTIFICATE ARE KNOWN TO ME AS SUCH OWNER(S).

GIVEN UNDER MY HAND AND NOTARY SEAL THIS ____ DAY OF _____, 20____

(NOTARY PUBLIC) (COMMISSION EXPIRES)

CERTIFICATION OF DESIGNATION BY PROPERTY OWNER

"AS OWNER(S), I (WE) HEREBY CERTIFY THAT I (WE) HAVE CAUSED THE LAND DESCRIBED IN THE FOREGOING AFFIDAVIT OF THE SURVEYOR, TO BE SURVEYED, DIVIDED, AND MAPPED AS PRESENTED ON THIS PLAT. ALL STREETS, ALLEYS, WALKWAYS, PARKS, PLAYGROUNDS AND SCHOOL SITES SHOWN ON THIS PLAT ARE HEREBY DEDICATED TO THE PUBLIC PURPOSES, AND ALL EASEMENTS SHOWN ARE SUBJECT TO THE EASEMENTS PROVISIONS HEREON."

OWNER'S NAME

CERTIFICATION BY NOTARY PUBLIC

"I, _____, A NOTARY PUBLIC IN AND FOR THE COUNTY OF WINNEBAGO, IN THE STATE OF ILLINOIS DO

HEREBY CERTIFY THAT _____ PERSONALLY KNOWN TO ME TO BE THE SAME PERSON(S) WHOSE NAME(S) IS (ARE) SUBSCRIBED TO THE FOREGOING INSTRUMENT, APPEARED BEFORE ME THIS DAY IN PERSON AND DELIVERED SAID INSTRUMENT AND (SEVERALLY) ACKNOWLEDGED THAT HE (THEY) SIGNED, SEALED AS HIS (THEIR) FREE AND VOLUNTARY ACT FOR THE USES AND PURPOSES HEREIN SET FORTH."

GIVEN UNDER MY HAND AND NOTARIAL SEAL THIS ____ DAY OF _____, A.D. 20____

NOTARY PUBLIC

PREPARED BY/RETURN TO



REVISED: 01/27/2021

Final Plat of Subdivision ROCK 39, UNIT SIX

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

BOARD OF TRUSTEES' CERTIFICATE

STATE OF ILLINOIS }
COUNTY OF WINNEBAGO } SS

THIS IS TO CERTIFY THAT THE BOARD OF TRUSTEES OF THE VILLAGE OF CHERRY VALLEY, ILLINOIS, HAS REVIEWED AND APPROVED THE ANNEXED PLAT OF ROCK 39, UNIT FIVE, AND HEREBY AUTHORIZED IT TO BE RECORDED.

IN WITNESS THEREOF, I HAVE HEREUNTO SET MY HAND

THIS ____ DAY OF _____, A.D. 20____

PRESIDENT OF THE BOARD OF TRUSTEES

CERTIFICATION BY PRESIDENT OF THE BOARD OF TRUSTEES

"THIS IS TO CERTIFY THAT THE BOARD OF TRUSTEES OF THE VILLAGE OF CHERRY VALLEY, ILLINOIS, HAS REVIEWED AND APPROVED THE ANNEXED PLAT OF _____ AND HEREBY AUTHORIZED IT TO BE RECORDED."

"IN WITNESS THEREOF, I HAVE HEREUNTO SET MY HAND THIS ____ DAY OF _____, A.D. 20____"

PRESIDENT OF THE BOARD OF TRUSTEES

CERTIFICATION BY VILLAGE ENGINEER OR DESIGNATED ENGINEER

"FACILITIES AND STRUCTURES FOR THE ORDERLY RUNOFF OR DETENTION OF RAIN AND MELTING SNOW HAVE BEEN DESIGNED IN ACCORDANCE WITH THE STORMWATER DETENTION REGULATION OF THE VILLAGE FOR THIS SUBDIVISION AND HAVE BEEN APPROVED BY THE VILLAGE ENGINEER OR DESIGNATED ENGINEER."

NAME

ILLINOIS REGISTERED PROFESSIONAL ENGINEER NO. _____

STATE OF ILLINOIS }
COUNTY OF WINNEBAGO } SS

PLAT OFFICER CERTIFICATE

ALL STREETS SHOWN HEREIN HAVE BEEN GRADED, DRAINED AND SURFACED AND ALL DRAINAGE STRUCTURES HAVE BEEN BUILT, AS REQUIRED, OR HAVE BEEN PROVIDED FOR BY BOND CONTRACT OR ESCROW AGREEMENT APPROVED BY THE BOARD OF TRUSTEES.

DATED THIS ____ DAY OF _____, A.D. 20____

VILLAGE PLAT OFFICER

WINGS CERTIFICATE

STATE OF ILLINOIS }
COUNTY OF WINNEBAGO } SS

I HEREBY CERTIFY THAT I HAVE REVIEWED AND APPROVED THE USES TO THE WINNEBAGO COUNTY GEODEIC CONTROL NETWORK FOR THE PROPERTY EMBRACED WITHIN THIS PLAT. THE GEODEIC CONTROL NETWORK REFERENCE THE FORM HAS BEEN SUBMITTED AND APPROVED.

WINGS DIRECTOR

CERTIFICATION BY THE WINNEBAGO COUNTY ENGINEER

"THIS PLAT HAS BEEN APPROVED BY THE WINNEBAGO COUNTY HIGHWAY DEPARTMENT WITH RESPECT TO THE ACCESS PURSUANT TO 765 ILCS 205/2."

HOWEVER, AN ACCESS PERMIT IS REQUIRED BY THE OWNER OF THE PROPERTY FROM THE WINNEBAGO COUNTY HIGHWAY DEPARTMENT IN ACCORDANCE TO 805 ILCS 5/5-413."

DATED THIS ____ DAY OF _____, 20____

STATE OF ILLINOIS }
COUNTY OF WINNEBAGO } SS

RECORDER'S CERTIFICATE

FILED FOR RECORD THIS ____ DAY OF _____ AT ____ O'CLOCK ____ M., RECORDED IN BOOK _____ OF PLATS, PAGE _____

AND EXAMINED DOCUMENT NO. _____

COUNTY RECORDER

CERTIFICATE OF COUNTY CLERK

STATE OF ILLINOIS }
COUNTY OF WINNEBAGO } SS

I, _____, COUNTY CLERK OF WINNEBAGO COUNTY, ILLINOIS, DO HEREBY CERTIFY THAT THERE ARE NO DELINQUENT GENERAL TAXES, NO UNPAID CURRENT GENERAL TAXES, NO UNPAID SPECIAL TAXES, NO UNPAID FORFEITED TAXES AND NO REDEMLIBL TAX SALES AGAINST ANY OF THE PROPERTY DESCRIBED HEREON.

I FURTHER CERTIFY THAT I HAVE RECEIVED ALL STATUTORY FEES IN CONNECTION WITH THE PROPERTY DESCRIBED HEREON.

GIVEN UNDER MY HAND AND SEAL OF THE COUNTY CLERK AT:

_____, ILLINOIS, THIS ____ DAY OF _____, 20____

WINNEBAGO COUNTY CLERK

STORMWATER MANAGEMENT EASEMENT

AN EASEMENT IS HEREBY RESERVED FOR AND GRANTED TO THE VILLAGE OF CHERRY VALLEY, ILLINOIS AND THEIR SUCCESSORS AND ASSIGNS WITHIN THE AREAS ON THE PLAT NAMED "STORMWATER MANAGEMENT EASEMENT" TO INSTALL, LAY, CONSTRUCT, RENEW, OPERATE, AND MAINTAIN DRAINAGE, CONVEYANCE AND DETENTION/RETENTION SYSTEMS, PIPES, STORM SEWERS, MANHOLES, AND OTHER APPURTENANCES AND EQUIPMENT REQUIRED FOR THE PURPOSE OF STORMWATER MANAGEMENT AND DRAINAGE TO THE EXTENT ORIGINATING FROM OR ACCUMULATING ON THE DESIGNATED PROPERTY OR UPSTREAM PROPERTIES. THIS RIGHT IS HEREBY GRANTED TO ENTER UPON THE LOTS AT ALL TIMES TO INSTALL, LAY, CONSTRUCT, RENEW, OPERATE, AND MAINTAIN, WITHIN SAID EASEMENT AREAS, SAID DRAINAGE SYSTEM AND ALL OTHER EQUIPMENT, AND FINALLY THE RIGHT IS HEREBY GRANTED TO CUT DOWN AND REMOVE OR TRIM ANY AND KEEP TRIMMED ANY TREE, SHRUB OR SAPLING THAT INTERFERE OR THREATEN TO INTERFERE WITH SAID DRAINAGE SYSTEM, NO PERMANENT BUILDINGS SHALL BE PLACED ON SAID EASEMENTS, BUT THE SAME MAY BE USED FOR OTHER PURPOSES, INCLUDING FENCES, THAT DO NOT THEM OR LATER INTERFERE WITH SAID EASEMENTS. THE OWNER OF THE PROPERTY SHALL BE RESPONSIBLE FOR MAINTENANCE OF SAID EASEMENT, HOWEVER THE VILLAGE RESERVES THE RIGHT, BUT NOT THE OBLIGATION, TO PERFORM WORK WITHIN SAID EASEMENT IN THE EVENT THAT THE OWNER IS DELINQUENT IN ITS MAINTENANCE OBLIGATIONS.

SURVEYOR'S CERTIFICATE

STATE OF ILLINOIS }
COUNTY OF DU PAGE } SS

I HEREBY CERTIFY THAT, AT THE REQUEST OF THE OWNERS, I HAVE SURVEYED AND SUBDIVIDED ACCORDING TO THE ANNEXED PLAT OF UNIT FIVE OF ROCK 39 SUBDIVISION, A PART OF THE SOUTH HALF OF SECTION 28, TOWNSHIP 43 NORTH, RANGE 2 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

That part of the Southwest Quarter of Section 28, Township 43 North, Range 2 East of the Third Principal Meridian, in Winnebago County, Illinois, described as follows:

Commencing at the Southeast corner of the Southwest Quarter of said Section 28, thence South 89 degrees 40 minutes 48 seconds West along the South line of the Southwest Quarter of said Section 28, a distance of 438.72 feet to a point on the Southern extension of the West line of Lot 1 in Rock 39, Unit Three, being a subdivision of the South half of Section 28, Township 43 North, Range 2 East of the Third Principal Meridian, according to the plat thereof recorded June 7, 2014 as document number 20141015889 and certificate of correction recorded June 9, 2014 as document number 20141017630, in Winnebago County, Illinois; thence North 00 degrees 00 minutes 00 seconds East along said line, a distance of 50.00 feet to the Southwest corner of said Lot 1 in said Rock 39, Unit Three; thence South 00 degrees 00 minutes 00 seconds East along the West line of said Lot 1 in Rock 39, Unit Three, a distance of 17.00 feet to the North right of way line of Bester Road per Warranty Deed conveyed to Winnebago County per document number 20151004081 and being the point of beginning; thence South 89 degrees 40 minutes 48 seconds West along said line, a distance of 676.05 feet to the East line of Lot 1 in Rock 39, Unit One, being a subdivision of part of the South half of Section 28, Township 43 North, Range 2 East of the Third Principal Meridian, according to the plat thereof recorded October 1, 2007 as document number 200700161688 and certificate of correction recorded November 21, 2007 as document number 200700171318, in Winnebago County, Illinois; thence North 00 degrees 00 minutes 28 seconds East along said line, a distance of 371.82 feet to the Southeastery line of a 2.000 acre right of way grant to Commonwealth Edison Company recorded June 1, 1967 as document number 1161309; thence North 64 degrees 57 minutes 51 seconds East along said line, a distance of 691.50 feet to the Northwest corner of said Lot 1 in said Rock 39, Unit Three; thence South 00 degrees 00 minutes 00 seconds West along said line, a distance of 811.04 feet to the point of beginning, in Winnebago County, Illinois.

DIMENSIONS ARE GIVEN IN FEET AND DECIMALS OF A FOOT;

THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY.

I FURTHER CERTIFY THAT THE LAND ABOVE DESCRIBED IS SITUATED WITHIN THE INCORPORATE VILLAGE OF CHERRY VALLEY, ILLINOIS.

I FURTHER CERTIFY THAT BASED ON A SCALED INTERPRETATION OF THE FLOOD INSURANCE RATE MAP OF WINNEBAGO COUNTY, ILLINOIS AND INCORPORATED AREAS, PANEL 595 OF 415, MAP NUMBER 17201C03950, EFFECTIVE DATE OF SEPTEMBER 6, 2006 THIS SURVEYED PROPERTY IS LOCATED IN ZONE X AREAS DETERMINED TO BE OUTSIDE OF THE 0.2% ANNUAL CHANCE FLOODPLAIN.

GIVEN UNDER MY HAND AND SEAL THIS 2ND DAY OF MARCH, A.D. 2021.

CARL J. COOK, I.L.P.'S
ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 35-3543
MY LICENSE EXPIRES NOVEMBER 30, 2022



Survey No.	D 5 6 0 1
Ordered By:	Venture One Real Estate, LLC
Description:	Final Plat of Subdivision
Date Prepared:	March 2nd, 2021
Scale:	1" = 80'
Field Book	18
Project No.	18

REVISED 04-05-21

SHEET 2 OF 2

ILLINOIS PROFESSIONAL LAND SURVEYOR - Seal of Carl J. Cook

Final Plat of Subdivision ROCK 39, UNIT FIVE

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

OWNER'S CERTIFICATE

STATE OF ILLINOIS }
COUNTY OF WINNEBAGO } SS

AS OWNER, WE HEREBY CERTIFY THAT WE HAVE CAUSED THE LAND DESCRIBED IN THE FOREGOING AFFIDAVIT OF THE SURVEYOR, TO BE
SUBMITTED, DIVIDED, AND MAPPED AS PRESENTED ON THIS PLAT. ALL STREETS, ALLEYS, WALKWAYS, PARKS, PLAYGROUNDS AND SCHOOL
SITES SHOWN ON THIS PLAT ARE HEREBY DEDICATED TO THE PUBLIC PURPOSES, AND ALL EASEMENTS SHOWN ARE SUBJECT TO THE
EASEMENT PROVISIONS HEREON.

DATED THIS ____ DAY OF _____, 20__.

ROCK 39, LLC
AN ILLINOIS LIMITED LIABILITY COMPANY
9500 BRYN MAWR, SUITE 340
ROSEMONT, IL 60018

BY: _____ OWNER

NOTARY PUBLIC

STATE OF ILLINOIS }
COUNTY OF WINNEBAGO } SS

I, _____, A NOTARY PUBLIC IN AND FOR THE COUNTY OF _____

IN THE STATE OF ILLINOIS DO HEREBY CERTIFY THAT _____ PERSONALLY KNOWN TO ME TO BE THE SAME
PERSON(S) WHOSE NAME(S) IS (ARE) SUBSCRIBED TO THE FOREGOING INSTRUMENT, APPEARED BEFORE ME THIS DAY IN PERSON AND
DELIVERED SAID INSTRUMENT AND (SEVERALLY) ACKNOWLEDGED THAT HE (THEY) SIGNED, SEALED AS HIS (THEIR) FREE AND VOLUNTARY ACT
FOR THE USES AND PURPOSES HEREIN SET FORTH.

GIVEN UNDER MY HAND AND NOTARIAL SEAL

THIS ____ DAY OF _____, A.D. 20__.

NOTARY PUBLIC COMMISSION EXPIRES

SCHOOL DISTRICT STATEMENT

PURSUANT TO SECTION 1.003 OF THE PLAT ACT, 765 ILCS 205, THIS DOCUMENT SHALL SERVE AS THE SCHOOL DISTRICT STATEMENT, TO
THE BEST OF THE OWNER'S KNOWLEDGE THE SCHOOL DISTRICT(S) IN WHICH THE TRACT OF LAND LIES, IS IN THE FOLLOWING SCHOOL
DISTRICT:

ROSEMONT PUBLIC SCHOOL DISTRICT #205
501 PIN STREET
ROSEMONT, ILLINOIS 61104
(815) 966-3600

ILLINOIS COMMUNITY DISTRICT #311
ROCK VALLEY COLLEGE
3301 NORTH MULFORD ROAD
ROSEMONT, ILLINOIS 60114

OWNER:
ROCK 39, LLC
AN ILLINOIS LIMITED LIABILITY COMPANY
9500 BRYN MAWR, SUITE 340
ROSEMONT, IL 60018

BY: _____ OWNER

CERTIFICATE OF NOTARY

STATE OF ILLINOIS }
COUNTY OF WINNEBAGO } SS

I HEREBY CERTIFY THAT THE PERSON(S)/CORPORATION(S) WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING CERTIFICATE ARE KNOWN TO
ME AS SUCH OWNER(S).

GIVEN UNDER MY HAND AND NOTARY SEAL THIS ____ DAY OF _____, 20__.

(NOTARY PUBLIC) (COMMISSION EXPIRES)

CERTIFICATE OF DEDICATION BY PROPERTY OWNER

"AS OWNERS, I (WE) HAVE CAUSED THE LAND DESCRIBED IN THE FOREGOING AFFIDAVIT OF THE SURVEYOR, TO BE
SUBMITTED, DIVIDED, AND MAPPED AS PRESENTED ON THIS PLAT. ALL STREETS, ALLEYS, WALKWAYS, PARKS, PLAYGROUNDS AND
SCHOOL SITES SHOWN ON THIS PLAT ARE HEREBY DEDICATED TO THE PUBLIC PURPOSES, AND ALL EASEMENTS SHOWN ARE SUBJECT TO THE
EASEMENT PROVISIONS HEREON."

OWNER'S NAME

CERTIFICATION BY NOTARY PUBLIC

I, _____, A NOTARY PUBLIC IN AND FOR THE COUNTY OF WINNEBAGO, IN THE STATE OF ILLINOIS DO

HEREBY CERTIFY THAT _____ PERSONALLY KNOWN TO ME TO BE THE SAME PERSON(S) WHOSE NAME(S) IS (ARE)
SUBSCRIBED TO THE FOREGOING INSTRUMENT, APPEARED BEFORE ME THIS DAY IN PERSON AND DELIVERED SAID INSTRUMENT AND
(SEVERALLY) ACKNOWLEDGED THAT HE (THEY) SIGNED, SEALED AS HIS (THEIR) FREE AND VOLUNTARY ACT FOR THE USES AND PURPOSES
HEREIN SET FORTH.

*GIVEN UNDER MY HAND AND NOTARIAL SEAL THIS ____ DAY OF _____, A.D. 20__.

NOTARY PUBLIC

BOARD OF TRUSTEES' CERTIFICATE

STATE OF ILLINOIS }
COUNTY OF WINNEBAGO } SS

THIS IS TO CERTIFY THAT THE BOARD OF TRUSTEES OF THE VILLAGE OF CHERRY VALLEY, ILLINOIS, HAS REVIEWED AND APPROVED THE
ANNEXED PLAT OF ROCK 39, UNIT FIVE, AND HEREBY AUTHORIZED IT TO BE RECORDED.

IN WITNESS THEREOF, I HAVE HEREUNTO SET MY HAND

THIS ____ DAY OF _____, A.D. 20__.

PRESIDENT OF THE BOARD OF TRUSTEES

CERTIFICATION BY PRESIDENT OF THE BOARD OF TRUSTEES

"THIS IS TO CERTIFY THAT THE BOARD OF TRUSTEES OF THE VILLAGE OF CHERRY VALLEY, ILLINOIS, HAS REVIEWED AND APPROVED THE
ANNEXED PLAT OF _____ AND HEREBY AUTHORIZED IT TO BE RECORDED."

"IN WITNESS THEREOF, I HAVE HEREUNTO SET MY HAND THIS ____ DAY OF _____, A.D. 20__."

PRESIDENT OF THE BOARD OF TRUSTEES

CERTIFICATION BY VILLAGE ENGINEER OR DESIGNATED ENGINEER

"FACILITIES AND STRUCTURES FOR THE ORDERLY RUNOFF OR DETENTION OF RAIN AND MELTING SNOW HAVE BEEN DESIGNED IN ACCORDANCE
WITH THE STORMWATER DETENTION REGULATION OF THE VILLAGE FOR THIS SUBDIVISION AND HAVE BEEN APPROVED BY THE VILLAGE
ENGINEER OR DESIGNATED ENGINEER."

NAME

ILLINOIS REGISTERED PROFESSIONAL ENGINEER NO. _____

PLAT OFFICER CERTIFICATE

STATE OF ILLINOIS }
COUNTY OF WINNEBAGO } SS

ALL STREETS SHOWN HEREON HAVE BEEN GRADED, DRAINED AND SURFACED AND ALL DRAINAGE STRUCTURES HAVE BEEN BUILT, AS
REQUIRED, OR HAVE BEEN PROVIDED FOR BY BOND CONTRACT OR ESCROW AGREEMENT APPROVED BY THE BOARD OF TRUSTEES.

DATED THIS ____ DAY OF _____, A.D. 20__.

VILLAGE PLAT OFFICER

WINGS CERTIFICATE

STATE OF ILLINOIS }
COUNTY OF WINNEBAGO } SS

I HEREBY CERTIFY THAT I HAVE REVIEWED AND APPROVED THE TIES TO THE WINNEBAGO COUNTY GEODETIC CONTROL NETWORK FOR THE
PROPERTY SUBMITTED WITHIN THIS PLAT. THE GEODETIC CONTROL NETWORK REFERENCE TIE FORM HAS
BEEN SUBMITTED AND APPROVED.

WINGS DIRECTOR

CERTIFICATION BY THE WINNEBAGO COUNTY ENGINEER

"THIS PLAT HAS BEEN APPROVED BY THE WINNEBAGO COUNTY HIGHWAY DEPARTMENT WITH RESPECT TO THE ACCESS PURSUANT TO 765
ILCS 205/2."

HOWEVER, AN ACCESS PERMIT IS REQUIRED BY THE OWNER OF THE PROPERTY FROM THE WINNEBAGO COUNTY HIGHWAY DEPARTMENT IN
ACCORDANCE TO 805 ILCS 3/5-413."

DATED THIS ____ DAY OF _____, 20__.

RECORDER'S CERTIFICATE

STATE OF ILLINOIS }
COUNTY OF WINNEBAGO } SS

FILED FOR RECORD THIS ____ DAY OF _____ AT ____ O'CLOCK ____ M., RECORDED IN BOOK ____ OF PLATS, PAGE

____ AND EXAMINED DOCUMENT NO. _____

COUNTY RECORDER

CERTIFICATE OF COUNTY CLERK

STATE OF ILLINOIS }
COUNTY OF WINNEBAGO } SS

I, _____, COUNTY CLERK OF WINNEBAGO COUNTY, ILLINOIS, DO HEREBY CERTIFY THAT THERE ARE NO DELINQUENT
GENERAL TAXES, NO UNPAID CURRENT GENERAL TAXES, NO UNPAID SPECIAL TAXES, NO UNPAID FORFEITED TAXES AND NO REDEEMABLE TAX
SALES AGAINST ANY OF THE PROPERTY DESCRIBED HEREON.

I FURTHER CERTIFY THAT I HAVE RECEIVED ALL STATUTORY FEES IN CONNECTION WITH
THE PROPERTY DESCRIBED HEREON.

GIVEN UNDER MY HAND AND SEAL OF THE COUNTY CLERK AT:

_____, ILLINOIS, THIS ____ DAY OF _____, 20__.

WINNEBAGO COUNTY CLERK

SURVEYOR'S CERTIFICATE

STATE OF ILLINOIS }
COUNTY OF DU PAGE } SS

I HEREBY CERTIFY THAT, AT THE REQUEST OF THE OWNERS, I HAVE SURVEYED AND SUBDIVIDED ACCORDING TO THE ANNEXED PLAT OF UNIT
FIVE OF ROCK 39 SUBDIVISION, A PART OF THE SOUTH HALF OF SECTION 28, TOWNSHIP 43 NORTH, RANGE 2 EAST OF THE THIRD
PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

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

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 28, THENCE SOUTH 89 DEGREES 40 MINUTES 48
SECONDS WEST ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 28, A DISTANCE OF 2181.77 FEET TO A POINT
78.81 FEET EAST OF THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER AS MEASURED ALONG SAID SOUTH LINE, THENCE NORTH 00
DEGREES 16 MINUTES 00 SECONDS EAST ALONG A LINE PARALLEL WITH THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 28,
A DISTANCE OF 87.00 FEET TO THE NORTH RIGHT OF WAY LINE OF BARKER ROAD PER WARRANTY DEED PER DOCUMENT NUMBER
2010101828, AND BEING THE POINT OF BEGINNING, THENCE SOUTHWEST 10 DEGREES 16 MINUTES 00 SECONDS EAST ALONG SAID
LINE, A DISTANCE OF 1400.22 FEET, THENCE NORTH 80 DEGREES 36 MINUTES 40 SECONDS EAST ALONG A LINE PARALLEL WITH THE NORTH
LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 28, A DISTANCE OF 1.8660 FEET TO THE NORTHWEST CORNER OF LOT 1 IN ROCK 39,
UNIT ONE, BEING A SUBDIVISION OF PART OF THE SOUTH HALF OF SECTION 28, TOWNSHIP 43 NORTH, RANGE 2 EAST OF THE THIRD
PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 1, 2007 AS DOCUMENT NUMBER 2007007138, AND
CERTIFICATE OF CORRECTION PER DOCUMENT NUMBER 2007007138, IN WINNEBAGO COUNTY, ILLINOIS, THENCE THE FOLLOWING FIVE (5)
COURSES ALONG THE WEST LINE OF SAID LOT 1: 1) SOUTH 00 DEGREES 18 MINUTES 00 SECONDS WEST, A DISTANCE OF 777.74 FEET TO A
POINT OF CURVATURE; 2) THENCE SOUTHERLY 51.00 FEET ALONG A CURVE, CORNER WESTERLY HAVING A RADIUS OF 457.00 FEET, A
CHORD BEARING OF SOUTH 03 DEGREES 20 MINUTES 28 SECONDS WEST, A CHORD DISTANCE OF 56.05 FEET TO A POINT OF TANGENCY; 3)
THENCE SOUTH 06 DEGREES 24 MINUTES 42 SECONDS WEST, A DISTANCE OF 338.90 FEET TO A POINT OF CURVATURE; 4) THENCE
SOUTHERLY 51.00 FEET ALONG A CURVE, CORNER EASTERLY HAVING A RADIUS OF 533.00 FEET, A CHORD BEARING OF SOUTH 03
DEGREES 20 MINUTES 28 SECONDS WEST, A CHORD DISTANCE OF 533.13 FEET TO A POINT OF TANGENCY; 5) THENCE SOUTH 00 DEGREES 18
MINUTES 00 SECONDS WEST, A DISTANCE OF 410.10 FEET TO THE NORTH RIGHT OF WAY LINE OF BARKER ROAD PER WARRANTY DEED PER
DOCUMENT NUMBER 2010101828, THENCE SOUTH 89 DEGREES 40 MINUTES 48 SECONDS WEST ALONG THE NORTH RIGHT OF WAY LINE OF
BARKER ROAD PER WARRANTY DEEDS PER DOCUMENT NUMBERS 2010100459 AND 2010107826, A DISTANCE OF 1008.19 FEET TO THE
POINT OF BEGINNING, SITUATED IN WINNEBAGO COUNTY, ILLINOIS.

DIMENSIONS ARE GIVEN IN FEET AND DECIMALS OF A FOOT;

THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY.

I FURTHER CERTIFY THAT THE LAND ABOVE DESCRIBED IS SITUATED WITHIN THE INCORPORATE
VILLAGE OF CHERRY VALLEY, ILLINOIS.

I FURTHER CERTIFY THAT BASED ON A SCALED INTERPRETATION OF THE FLOOD INSURANCE RATE MAP OF WINNEBAGO COUNTY, ILLINOIS AND
INCORPORATED AREAS, PARCELS 305 OF 415, MAP NUMBER 17201003950, EFFECTIVE DATE OF SEPTEMBER 8, 2006 THIS SURVEYED PROPERTY
IS LOCATED IN ZONE 4 AREAS DETERMINED TO BE OUTSIDE OF THE 0.2% ANNUAL CHANCE FLOODPLAIN.

GIVEN UNDER MY HAND AND SEAL THIS 2ND DAY OF MARCH, A.D. 2021.

CARL J. COOK, P.L.S.
ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 35-3543
MY LICENSE EXPIRES NOVEMBER 30, 2022



PREPARED BY/RETURN TO

JACOB & HEFNER
ASSOCIATES

SHEET 2 OF 2

Survey No.	D 5 6 9 L
Ordered By	Yentow One Real Estate, LLC
Description	Final Plat of Subdivision
Date Prepared	March 2nd, 2021
Scale	1" = 100'
Prepared By	CR

EXHIBIT C
LEGAL DESCRIPTION OF SUBJECT PROPERTY

PARCEL 1

THAT PART OF THE SOUTHWEST QUARTER OF SECTION 28, TOWNSHIP 43 NORTH, RANGE 2 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN WINNEBAGO COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 28; THENCE SOUTH 89 DEGREES 40 MINUTES 48 SECONDS WEST ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 28, A DISTANCE OF 2161.77 FEET TO A POINT 499.86 FEET EAST OF THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER AS MEASURED ALONG SAID SOUTH LINE; THENCE NORTH 00 DEGREES 16 MINUTES 09 SECONDS EAST ALONG A LINE PARALLEL WITH THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 28, A DISTANCE OF 67.00 FEET TO THE NORTH RIGHT OF WAY LINE OF BAXTER ROAD PER WARRANTY DEED PER DOCUMENT NUMBER 20191028226 AND BEING THE POINT OF BEGINNING; THENCE CONTINUING NORTH 00 DEGREES 16 MINUTES 09 SECONDS EAST ALONG SAID LINE, A DISTANCE OF 1601.22 FEET; THENCE NORTH 89 DEGREES 36 MINUTES 40 SECONDS EAST ALONG A LINE PARALLEL WITH THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 28, A DISTANCE OF 1046.00 FEET TO THE NORTHWEST CORNER OF LOT 1 IN ROCK 39, UNIT ONE, BEING A SUBDIVISION OF PART OF THE SOUTH HALF OF SECTION 28, TOWNSHIP 43 NORTH, RANGE 2 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 1, 2007 AS DOCUMENT NUMBER 200700761881, AND CERTIFICATE OF CORRECTION PER DOCUMENT NUMBER 200700771378, IN WINNEBAGO COUNTY, ILLINOIS; THENCE THE FOLLOWING (5) COURSES ALONG THE WEST LINE OF SAID LOT 1; 1) SOUTH 00 DEGREES 16 MINUTES 09 SECONDS WEST, A DISTANCE OF 727.74 FEET TO A POINT OF CURVATURE; 2) THENCE SOUTHERLY 50.08 FEET ALONG A CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 467.00 FEET, A CHORD BEARING OF SOUTH 03 DEGREES 20 MINUTES 28 SECONDS WEST, A CHORD DISTANCE OF 50.05 FEET TO A POINT OF TANGENCY; 3) THENCE SOUTH 06 DEGREES 24 MINUTES 47 SECONDS WEST, A DISTANCE OF 299.50 FEET TO A POINT OF CURVATURE; 4) THENCE SOUTHERLY 57.16 FEET ALONG A CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 533.00 FEET, A CHORD BEARING OF SOUTH 03 DEGREES 20 MINUTES 28 SECONDS WEST, A CHORD DISTANCE OF 57.13 FEET TO A POINT OF TANGENCY; 5) THENCE SOUTH 00 DEGREES 16 MINUTES 09 SECONDS WEST, A DISTANCE OF 470.31 FEET TO THE NORTH

RIGHT OF WAY LINE OF BAXTER ROAD PER WARRANTY DEED DOCUMENT NUMBER 20151004581; THENCE SOUTH 89 DEGREES 40 MINUTES 48 SECONDS WEST ALONG THE NORTH RIGHT OF WAY LINE OF BAXTER ROAD PER WARRANTY DEEDS PER DOCUMENT NUMBERS 20151004581 AND 20191028226, A DISTANCE OF 1008.19 FEET TO THE POINT OF BEGINNING IN WINNEBAGO COUNTY, ILLINOIS.

PARCEL 2:

THAT PART OF THE SOUTHWEST QUARTER OF SECTION 28, TOWNSHIP 43 NORTH, RANGE 2 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN WINNEBAGO COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 28; THENCE SOUTH 89 DEGREES 40 MINUTES 48 SECONDS WEST ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 28, A DISTANCE OF 459.22 FEET TO A POINT ON THE SOUTHERLY EXTENSION OF THE WEST LINE OF LOT 1 IN ROCK 39, UNIT THREE, BEING A SUBDIVISION OF THE SOUTH HALF OF SECTION 28, TOWNSHIP 43 NORTH, RANGE 2 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 2, 2014 AS DOCUMENT NUMBER 20141016899 AND CERTIFICATE OF CORRECTION RECORDED JUNE 9, 2014 AS DOCUMENT NUMBER 20141017655, IN WINNEBAGO COUNTY, ILLINOIS; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST ALONG SAID LINE, A DISTANCE OF 50.00 FEET TO THE SOUTHWEST CORNER OF SAID LOT 1 IN SAID ROCK 39, UNIT THREE; THENCE CONTINUING NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST ALONG THE WEST LINE OF SAID LOT 1 IN ROCK 39, UNIT THREE, A DISTANCE OF 17.00 FEET TO THE NORTH RIGHT OF WAY LINE OF BAXTER ROAD PER WARRANTY DEED CONVEYED TO WINNEBAGO COUNTY PER DOCUMENT NUMBER 20151004581 AND BEING THE POINT OF BEGINNING; THENCE SOUTH 89 DEGREES 40 MINUTES 48 SECONDS WEST ALONG SAID LINE, A DISTANCE OF 628.05 FEET TO THE EAST LINE OF LOT 1 IN ROCK 39, UNIT ONE, BEING A SUBDIVISION OF PART OF THE SOUTH HALF OF SECTION 28, TOWNSHIP 43 NORTH, RANGE 2 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 1, 2007 AS DOCUMENT NUMBER 200700761881 AND CERTIFICATE OF CORRECTION RECORDED NOVEMBER 21, 2007 AS DOCUMENT NUMBER 200700771378, IN WINNEBAGO COUNTY, ILLINOIS; THENCE NORTH 00 DEGREES 16 MINUTES 09 SECONDS EAST ALONG SAID LINE, A DISTANCE OF 321.92 FEET TO THE

SOUTHEASTERLY LINE OF A 230.00 WIDE RIGHT OF WAY GRANT TO COMMONWEALTH EDISON COMPANY RECORDED JUNE 1, 1967 AS DOCUMENT NUMBER 1161309; THENCE NORTH 64 DEGREES 57 MINUTES 51 SECONDS EAST ALONG SAID LINE, A DISTANCE OF 691.50 FEET TO THE NORTHWEST CORNER OF SAID LOT 1 IN SAID ROCK 39, UNIT THREE; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS WEST ALONG THE WEST LINE OF SAID LOT 1 IN ROCK 39, UNIT THREE, A DISTANCE OF 611.04 FEET TO THE POINT OF BEGINNING, IN WINNEBAGO COUNTY, ILLINOIS.

H:\D\D569\D569t\S\Docs\Legal\Combined Parcels 1 and 2.docx

EXHIBIT D

ELIGIBLE REDEVELOPMENT PROJECT COST SCHEDULE

ELIGIBLE COSTS LIST:

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



Resolution Executive Summary

Committee Date: Monday, April 12, 2021

Committee: Economic Development

Prepared By: Chris Dornbush

Document Title: Resolution Authorizing The Chairman Of The County Board To Execute A Redevelopment Agreement By And Between The County Of Winnebago, Illinois And Venture One Development, LLC For Project Sawgrass

County Code: Article VII, Section 10(a) of the Constitution of the State of Illinois

Board Meeting Date: Thursday, April 22, 2021

Budget Information:

Was item budgeted? NA	Appropriation Amount: NA
If not, explain funding source: The new tax growth (EAV) generated by the development of the site offsets the developers incentives.	
ORG - OBJ - Project Code: NA	Budget Impact: NA (positive impact)

Background Information:

Winnebago County Board approved Ordinances December 27, 2011 to establish in partnership with the Village of Cherry Valley and the Village of New Milford under the authority of the Industrial Jobs Recovery Law (IJRL) a Tax Increment Financing District to redevelopment the area commonly referred to as, "I-39 & Baxter TIF". There have been 2 previous projects approved in the designated area, FedEx (Board approved in 2017) and Berner Foods (Board approved in 2018).

Recommendation:

Winnebago County staff supports the continued efforts to development this area to further grow the Equalized Assessed Value (EAV), especially considering the County's investment in this area. A new 141,360 (approximately) square foot facility on Baxter Road, with the project investment of greater than \$20,000,000.

Contract/Agreement:

Yes, as attached with Resolution.

Legal Review:

Yes

Follow-Up:

The Venture One Development, LLC and/or County Staff can provide updates regarding the progression of the project.

I-39 & Baxter TIF Development Area



Legend

- Business
- IJRL Development
- I-39 Baxter IJRL TIF Area
- Tax Parcels

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

Created by Staff
Date: 4/9/2021

1 inch = 800 feet





Office of the Secretary of State Jesse White
CYBERDRIVEILLINOIS.COM

Corporation/LLC Search/Certificate of Good Standing

LLC File Detail Report

File Number	00351652
Entity Name	VENTURE ONE REAL ESTATE LLC
Status	ACTIVE

Entity Information

Principal Office
9500 W. BRYN MAWR AVE STE 340
ROSEMONT, IL 600180000

Entity Type
LLC

Type of LLC
Domestic

Organization/Admission Date
Friday, 17 December 1999

Jurisdiction
IL

Duration
PERPETUAL

Agent Information

Name

LP AGENTS LLC

Address

2 N LASALLE ST #1300
CHICAGO , IL 60602

Change Date

Friday, 25 September 2015

Annual Report

For Year

2020

Filing Date

Sunday, 29 November 2020

Managers

Name

Address

GOODE, MARK B
9500 W. BRYN MAWR AVE STE 340
ROSEMONT, IL 600180000

Name

Address

GOODE, MATTHEW
9500 W. BRYN MAWR AVE STE 340
ROSEMONT, IL 600180000

Name

Address

SPLANSKY, ROY L
9500 W. BRYN MAWR AVE STE 340
ROSEMONT, IL 600180000

Name

Address

STOLLER, RYAN S.
9500 W BRYN MAWR AVE #340
ROSEMONT, IL 600180000

Series Name

NOT AUTHORIZED TO ESTABLISH SERIES

[Return to Search](#)

[File Annual Report](#)

[Adopting Assumed Name](#)

[Articles of Amendment Effecting A Name Change](#)

[Change of Registered Agent and/or Registered Office](#)

(One Certificate per Transaction)

This information was printed from www.cyberdriveillinois.com, the official website of the Illinois Secretary of State's Office.

Fri Apr 09 2021

2511

Change of Address Form

Date: ____/____/____

16-28-300-023

New Name / Address

ROCK 39 LLC

250 PARKWAY DR # 370

LINCOLNSHIRE IL 60069-

Phone: (____) ____ - ____

Reason for Change

Signature

WINNEBAGO COUNTY TREASURER AND COLLECTOR Ph. No. (815) 319-4400 2019

ABBREVIATED LEGAL DESCRIPTION
BEG NW COR LT 1 ROCK 39 UNIT ONE SUB TH S 727.74 FT S 5



Property Code Parcel ID
16-28-300-023

ROCK 39 LLC
250 PARKWAY DR # 370
LINCOLNSHIRE IL 60069-

Paid on
11/17/2020

Formula for Tax Calculation - 2019		Parcel ID: 16-28-300-023
Board of Review Assessed Value		7,536
Township Equalization factor	X	1.0000
Board of Review Equalized Value	=	7,536
Home Improvement Exemption	-	0
Disabled Vet Adapted Housing Exemption	-	0
Department of Revenue Assessed Value	=	7,536
State Multiplier for Winn Cnty	X	1.0000
Revised Equalized Value	=	7,536
Senior Freeze Exemption	-	0
FAF/VAF Exemption	-	0
General Homestead Exemption	-	0
Senior Citizen (over 65) Exemption	-	0
Disabled Person / Disabled Vet Exemption	-	0
Returning Veteran Exemption	-	0
Taxable Value	=	7,536
Tax Rate for Tax Code 439	X	10.1560
Calculated Tax	=	\$765.36
Abatements	-	0
Non AD Valorem Tax	+	0.00

Township Assessor Phone Number: 815-965-0300	TOTAL TAX DUE: \$765.36
--	----------------------------

Location of Property: 5266 BAXTER RD	Fair Market Value: 0
---	-------------------------

Taxing Body	Prior Rate	Prior Tax	Current Rate	Current Tax
WINNEBAGO COUNTY	0.7718	17.21	0.7465	16.63
- PENSION	0.2455	5.47	0.2196	4.89
FOREST PRESERVE	0.1099	2.44	0.1050	2.34
- PENSION	0.0048	0.11	0.0057	0.13
ROCKFORD TOWNSHIP	0.1385	3.08	0.1298	2.89
CHERRY VALLEY VILLAGE	0.0000	0.00	0.0000	0.00
CHERRY VALLEY FIRE	1.0186	22.68	0.9763	21.74
CHERRY VALLEY LIBRARY	0.3533	7.87	0.3318	7.40
- PENSION	0.0375	0.83	0.0443	0.98
GREATER RKFD AIRPORT	0.0898	2.00	0.0867	1.93
- PENSION	0.0175	0.39	0.0144	0.32
ROCKFORD SCHOOL DIST 205	7.0503	157.01	6.5000	144.75
- PENSION	0.3005	6.69	0.3929	8.75
COMMUNITY COLLEGE 511	0.4987	11.11	0.4703	10.47
- PENSION	0.0000	0.00	0.0000	0.00
ROCKFORD TWSP ROAD	0.1416	3.15	0.1327	2.96
I-39 / BAXTER ROAD TIF	0.0000	458.62	0.0000	539.18
I-39 BAXTER ROAD SSA				0.00
Totals:	10.7783	698.66	10.1560	765.36

Property Code Parcel ID
16-28-300-023

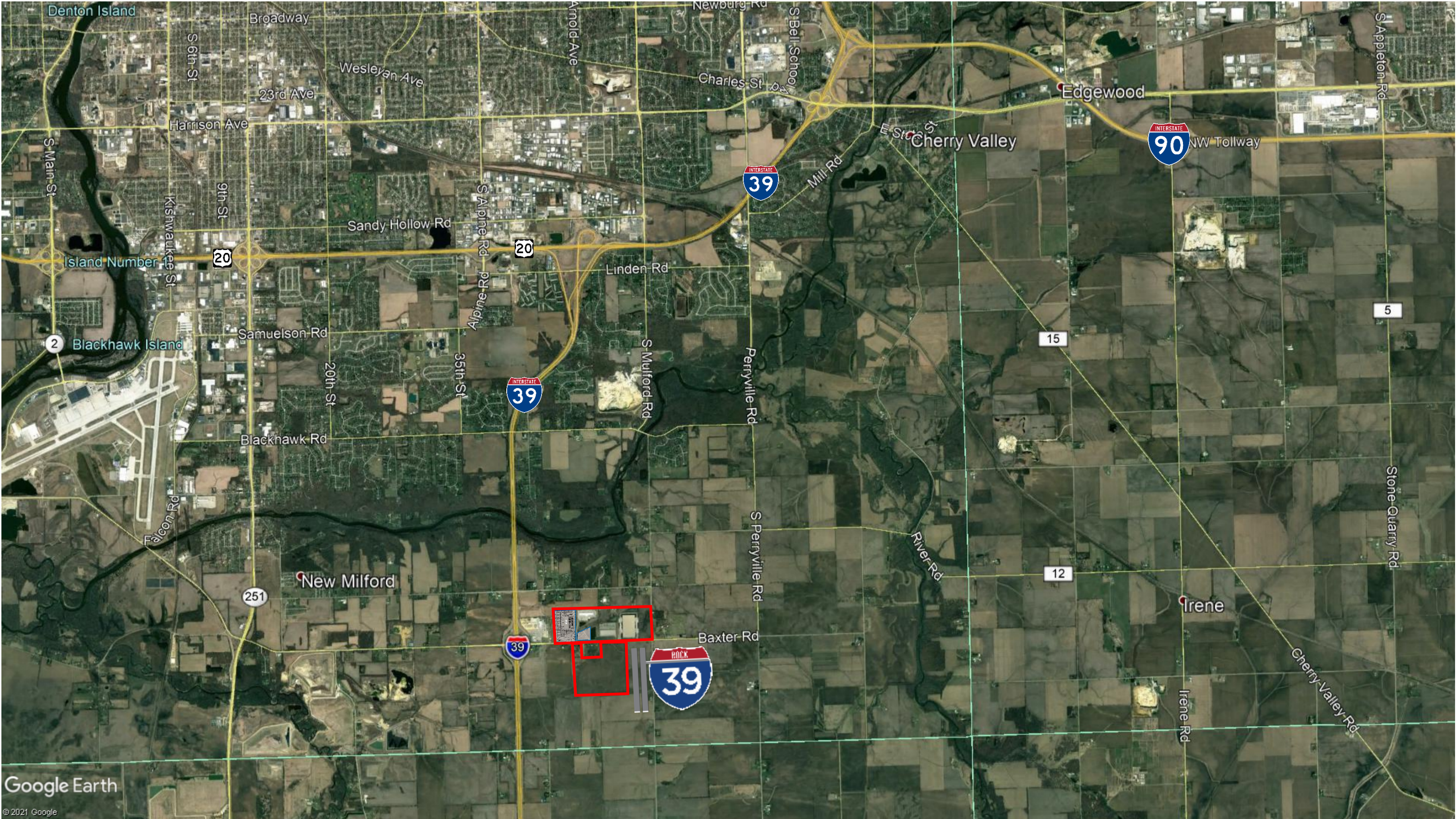
ROCK 39 LLC
250 PARKWAY DR # 370
LINCOLNSHIRE IL 60069-

Paid on
11/17/2020

09/04/2020 \$0.00

2

ROCK 39 - AERIAL WITH INTERSTATE ACCESS





PROJECT SAWGRASS - SITE PLAN

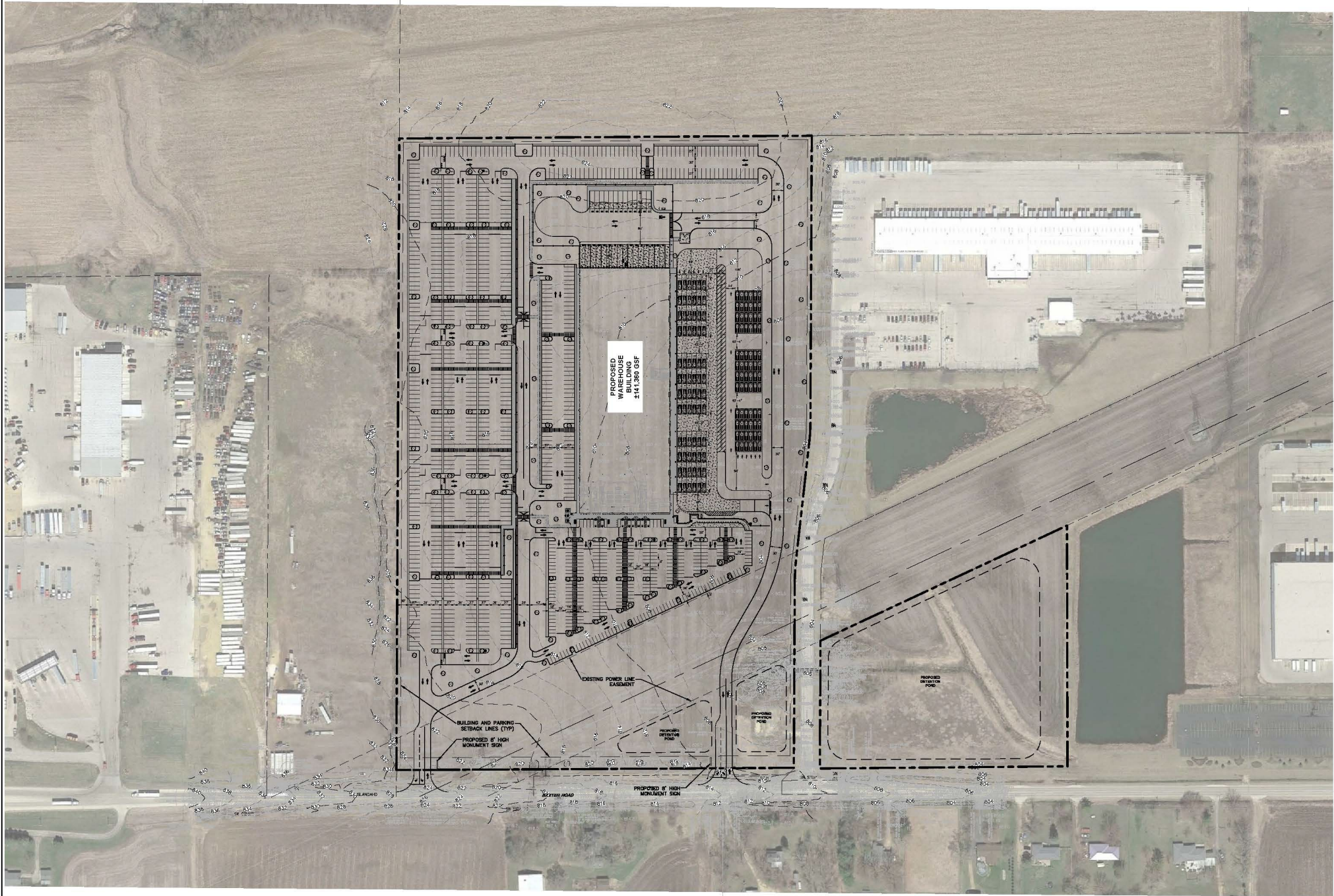
ZONING INFORMATION

LOCATION: VILLAGE OF CHERRY VALLEY, IL				
ZONE: B (INDUSTRIAL-GENERAL)				
USE: WAREHOUSE (PERMITTED USE)				
ITEM #	ITEM	REQUIREMENTS	PROPOSED	VARIANCE
1	MINIMUM LOT AREA	NONE REQUIRED	±1,942,439 S.F. (±44.69 AC.)	NO
2	MINIMUM LOT WIDTH	NONE REQUIRED	±1,008 FEET	NO
3	MINIMUM LOT FRONTAGE	NONE REQUIRED	±1,008 FEET	NO
4	MINIMUM FRONT SETBACK	31 FEET (1)	±947 FEET	NO
5	MINIMUM SIDE SETBACK	10 FEET	±200 FEET	NO
6	MINIMUM REAR SETBACK	10 FEET	±332 FEET	NO
7	MAXIMUM BUILDING HEIGHT	75 FEET	±36 FEET	NO
8	MAXIMUM BUILDING COVERAGE	NONE REQUIRED	±7.3 PERCENT	NO

(1) 25 FEET WHEN BUILDING IS 25' HIGH OR LESS. BUILDINGS GREATER THAN 25 FEET THE FRONT SETBACK WILL INCREASE 1' FOR EVERY 2' THE BUILDING IS OVER 25'.

PARKING INFORMATION

ITEM #	ITEM	REQUIREMENTS	PROPOSED	VARIANCE
1	BUILDING SIZE	NONE REQUIRED	141,360 S.F.	NO
2	PARKING REQUIRED	WAREHOUSE: 1 SPACE PER 9 EMPLOYEES PLUS 1 SPACE FOR EACH VEHICLE USED IN THE CONDUCT OF THE ENTERPRISE; TOTAL REQUIRED = 190	307 CAR SPACES 830 VAN SPACES	NO
3	MINIMUM HANDICAPPED PARKING SPACES REQUIRED	8 SPACES	8 SPACES	NO
4	MINIMUM PARKING DIMENSIONS	9 FEET X 18 FEET	9 FEET X 18 FEET	NO
5	MINIMUM LOADING DIMENSIONS	NONE REQUIRED	13.5 FEET X 80 FEET	NO
6	MINIMUM AISLE WIDTH	NONE REQUIRED	24 FEET - 2-WAY	NO
7	MINIMUM FRONT SETBACK	31 FEET	±265 FEET	NO
8	MINIMUM SIDE SETBACK	10 FEET	±20 FEET	NO
9	MINIMUM REAR SETBACK	10 FEET	±20 FEET	NO
10	MINIMUM INTERIOR LANDSCAPING	1 TREE FOR EVERY 10 SPACES (10X5 TREES REQUIRED)	107	NO



THIS IS NOT A CONTRACT. THIS IS A PRELIMINARY SKETCH. IT IS NOT TO BE USED FOR ANY PURPOSE, AND NO CONSTRUCTION SHALL BE BASED ON THE INFORMATION HEREIN.



525 Research Parkway
Aurora, IL 60009
(708) 430-1800
(708) 430-9615 Fax

PROJECT SAWGRASS
5266 BAXTER ROAD
CHERRY VALLEY, IL 61109

DESIGNED: T.A.M.
DRAWN: T.A.M.
SCALE: 1/4"=1'-0"
PROJECT NO.: 201752
DATE: 01/18/2021
CADD: R.W.
PROJECT: 19001
SITE:
SKETCH PLAN

SK-1

OPERATIONS & ADMINISTRATIVE COMMITTEE



Resolution Executive Summary

Prepared By: Debbie Crozier/Human Resources
Committee: Operations and Administrative Committee
Committee Date: April 15, 2021
Resolution Title: Resolution Authorizing the Renewal of the Voluntary Vision Plan
Board Meeting Date: April 22, 2021

Budget Information:

Was item budgeted? N/A	Appropriation Amount:
If not, explain funding source: This voluntary benefit is 100% employee paid.	
ORG/OBJ/Project Code: N/A	Budget Impact: N/A

Background Information:

The voluntary vision plan has been offered to employees since June 1, 2011. We currently have 320 employees enrolled in the voluntary vision plan.

Recommendation:

The Operations and Administrative Committee, chaired by Keith McDonald, has reviewed the resolution presented to the Board and recommends its approval. Rates for the voluntary vision plan are being reduced by approximately 6% effective June 1, 2021.

Contract/Agreement: June 1, 2021 through May 31, 2023

Legal Review: Reviewed with the States Attorney's office.

Follow-Up: If approved, this would be effective June 1, 2021.

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

Sponsored by: Keith McDonald

Submitted by: Operations and Administrative Committee

2021 CR

**RESOLUTION AUTHORIZING THE EXECUTION OF A RENEWAL AGREEMENT WITH
VISION SERVICE PLAN (VSP) FOR VOLUNTARY VISION INSURANCE**

WHEREAS, the County of Winnebago, Illinois, offers a to its employees the option of participating in a voluntary vision plan; and,

WHEREAS, the County of Winnebago has offered the VSP voluntary vision insurance coverage to its employees during 2020, employees that elect this plan pay the full cost of the plan; and,

WHEREAS, the County's Benefit Consultant recommends continuation of the VSP voluntary vision plan; and,

WHEREAS, VSP has proposed the following rates to Winnebago County thru May 31, 2023:

Employee Only: \$4.36 per pay period

Family: \$12.03 per pay period

This is approximately a 6% decrease from previous rates.

WHEREAS, the Operations and Administrative Committee of the County Board for the County of Winnebago, Illinois has reviewed the renewal and recommends that the County Board authorize execution of an agreement with VSP for the administration of the voluntary vision plan through May 31, 2023.

NOW, THEREFORE BE IT RESOLVED, by the County Board of the County of Winnebago, Illinois that the Winnebago County Board Chairman is hereby authorized to execute an agreement with VSP, PO Box 742135, Los Angeles, CA 90074-2135 for administration of the voluntary vision plan.

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

Respectfully Submitted,
OPERATIONS AND ADMINISTRATIVE COMMITTEE

AGREE

DISAGREE

KEITH McDONALD, CHAIRMAN

KEITH McDONALD, CHAIRMAN

JOHN BUTITTA, VICE CHAIRPERSON

JOHN BUTITTA, VICE CHAIRMAN

PAUL ARENA

PAUL ARENA

JEAN CROSBY

JEAN CROSBY

JOE HOFFMAN

JOE HOFFMAN

DOROTHY REDD

DOROTHY REDD

JAIME SALGAOD

JAIMIE SALGADO

The above and foregoing Resolution was adopted by the County Board of the County of Winnebago, Illinois this ____ day of _____ 2021.

JOSEPH CHIARELLI

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

ATTESTED BY:

LORI GUMMOW

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



December 29, 2020

DEBBIE CROZIER
WINNEBAGO COUNTY
404 ELM ST
ROCKFORD, IL 61101-1239

Re: Winnebago County #30025945 / June 1, 2021 Renewal Notification

Dear Debbie Crozier:

We thank you for being a valued VSP® Vision Care customer since 2011.

We're committed to meeting and exceeding the expectations of your employees, as we've done for the last 10 years. Your employees continue to benefit from participating in the VSP Signature Plan, our premium plan.

Your renewal includes fully-covered, standard progressive lenses — only from VSP.

VSP is raising the bar as the only vision care company to offer **fully-covered, standard progressive lenses**. Your employees will automatically get this new benefit feature. There's no extra cost and nothing more for you and your employees to do. Their VSP doctor will help determine which lens best suits their patient's individual lifestyle and vision needs. This is one more option to help our members enjoy clear, precise vision at an exceptional value.

Also standard with VSP:

- Lowest out-of-pocket costs on the widest selection of lenses.
- VSP Exclusive Member Extras—more than \$2,500 savings included on vision care, hearing, medical, and lifestyle services.
- Eye Health Management—your employees' wider safety net to catch chronic conditions like diabetes early, before costly symptoms emerge.
- Diabetic Eyecare Plus—coverage of additional eye care services for members with diabetic eye disease, glaucoma or age-related macular degeneration.

To see all the details, please refer to your renewal proposal attached.

Let's stay together.

Sign the attached to continue with VSP and your premium plan for this next policy and return it to me via email at Sara.Bolchi@vsp.com by May 1, 2021.

Thank you,

A handwritten signature in cursive script that reads 'Sara Bolchi'.

Sara Bolchi
Key Client Manager

CC: TODD SOMA
GALLAGHER BENEFIT SERVICES, INC.

RENEWAL AGREEMENT

Group Name/Number: **Winnebago County / # 30025945**

Current Plan Design

Plan Type:	Signature - C
Frequency:	12/12/12
Copays:	\$10 Exam/\$25 Materials
RFA & ECL Allowance:	\$130 & \$130
Current Rates:	\$9.28/25.59
Renewal Rates:	\$8.72/24.05

Alternative Plan Design

Plan Type:	Signature - C
Frequency:	12/12/12
Copays:	\$10 Exam/\$25 Materials
Covered Lens Enhancements:	Anti-Glare Coating & UV Protection
RFA & ECL Allowance:	\$130 & \$130
Alternative Rates:	\$9.62/26.52

Open AccessSM Allowances: Examination up to \$50, Single Vision up to \$50, Lined Bifocal up to \$75, Lined Trifocal up to \$100, Lenticular up to \$125, Frame up to \$70, Elective Contact Lenses up to \$105 & Necessary Contact Lenses \$210.

Renewal Options

- ☐ Renew with current plan design
☐ Renew with alternative plan design

Contract Period for all Options: June 1, 2021 through May 31, 2023

To renew your contract and maintain continuous service, please choose the option that best meets your needs, sign and return the Renewal Agreement by e-mail to: Sara.Bolchi@vsp.com or fax to: 916-463-3928 by May 1, 2021. VSP will produce your renewal contract when we have received the Signed Renewal Agreement. Please review the new contract carefully, since some of the provisions may have changed from your prior contract. Additionally, please keep a copy of this Renewal Agreement and accompanying letter, given that they serve as your Notice of Renewal.

By: _____

Title: _____

Date: _____



Resolution Executive Summary

Prepared By: Debbie Crozier/Human Resources

Committee: Operations and Administrative Committee

Committee Date: April 15, 2021

Resolution Title: Resolution Authorizing the Implementation of a Voluntary/Supplemental Health Benefit

Board Meeting Date: April 22, 2021

Budget Information:

Was item budgeted? N/A	Appropriation Amount:
If not, explain funding source: Winnebago County will pay 15% of the paid claim amount vs the current 80% or 100% amount paid (after the deductible has been satisfied).	
ORG/OBJ/Project Code: N/A	Budget Impact: N/A

Background Information: This is a new voluntary/supplement benefit that will be offered to employees. Zero Card was founded in 2016. Zero Card is a voluntary/supplemental health benefit that contracts with free-standing facilities to negotiate lower costs based on “bundled” services. This means one “bill” for surgical procedures instead of 4 or 5 bills from the facility, provider, lab, etc. The County will pay a lower overall cost for the service and the member pays \$0 out-of-pocket for the procedure. This is completely voluntary and up to the member if they want to utilize the facility and/or provider. The County will be charged only when the benefit is utilized.

Recommendation: The Operations and Administrative Committee, chaired by Keith McDonald, has reviewed the resolution presented to the Board and recommends its approval.

Contract/Agreement: June 1, 2021 with a 60 day termination.

Legal Review: Reviewed with the States Attorney’s office.

Follow-Up: If approved, this would be effective June 1, 2021.

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

Sponsored by: Keith McDonald

Submitted by: Operations and Administrative Committee

2021 CR

**RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH ZERO CARD
FOR A VOLUNTARY/SUPPLEMENTAL HEALTH BENEFIT**

WHEREAS, the County of Winnebago, Illinois, will offer to its employees the option of participating in a voluntary/supplemental health benefit; and,

WHEREAS, the County's Benefit Consultant has reviewed the proposal for Zero Card, the voluntary/supplemental health benefit; and,

WHEREAS, the County's Benefit Consultant recommends implementation of the voluntary/supplemental health benefit; and,

WHEREAS, Zero Card has proposed the following rates to Winnebago County effective June 1, 2021:

Employee: \$0.00

Employer: 15% of paid claims

WHEREAS, the Operations and Administrative Committee of the County Board for the County of Winnebago, Illinois has reviewed agreement and recommends that the County Board authorize execution of an agreement with Zero Card for the administration of the voluntary/supplemental health benefit effective June 1, 2021 with a 60 day termination if necessary.

NOW, THEREFORE BE IT RESOLVED, by the County Board of the County of Winnebago, Illinois that the Winnebago County Board Chairman is hereby authorized to execute an agreement with Zero Card, 1325 E. 15th Street, Suite 202, Tulsa, OK 74120 for administration of the voluntary/supplemental health benefit.

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

Respectfully Submitted,
OPERATIONS AND ADMINISTRATIVE COMMITTEE

AGREE

DISAGREE

KEITH McDONALD, CHAIRMAN

KEITH McDONALD, CHAIRMAN

JOHN BUTITTA, VICE CHAIRPERSON

JOHN BUTITTA, VICE CHAIRMAN

PAUL ARENA

PAUL ARENA

JEAN CROSBY

JEAN CROSBY

JOE HOFFMAN

JOE HOFFMAN

DOROTHY REDD

DOROTHY REDD

JAIME SALGADO

JAIMIE SALGADO

The above and foregoing Resolution was adopted by the County Board of the County of Winnebago, Illinois this ____ day of _____ 2021.

ATTESTED BY:

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

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



Resolution Executive Summary

Prepared By: Debbie Crozier/Human Resources

Committee: Operations and Administrative Committee

Committee Date: April 15, 2021

Resolution Title: Resolution Authorizing the Implementation of a Voluntary Identity Guard Plan

Board Meeting Date: April 22, 2021

Budget Information:

Was item budgeted? N/A	Appropriation Amount:
If not, explain funding source: This is a 100% employee paid benefit,	
ORG/OBJ/Project Code: N/A	Budget Impact: N/A

Background Information: This is a new voluntary benefit that will be offered to employees. Aura Benefits Program offers a voluntary identity guard product that protects personal devices, identity, privacy and data.

Recommendation: The Operations and Administrative Committee, chaired by Keith McDonald, has reviewed the resolution presented to the Board and recommends its approval.

Contract/Agreement: June 1, 2021 through June 1, 2024

Legal Review: Reviewed with the States Attorney's office.

Follow-Up: If approved, this would be effective June 1, 2021.

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

Sponsored by: Keith McDonald

Submitted by: Operations and Administrative Committee

2021 CR

**RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH AURA BENEFITS PROGRAM
FOR A VOLUNTARY IDENTITY GUARD PLAN**

WHEREAS, the County of Winnebago, Illinois, will offer to its employees the option of participating in a voluntary identity guard benefit; and,

WHEREAS, the County's Benefit Consultant has reviewed the proposal for Aura Benefits Program, the voluntary identity guard benefit; and,

WHEREAS, the County's Benefit Consultant recommends implementation of the voluntary identity guard benefit; and,

WHEREAS, Aura Benefits Program has proposed the following rates to Winnebago County effective June 1, 2021:

Employee: \$10.75/month

Family: \$19.85/month

WHEREAS, the Operations and Administrative Committee of the County Board for the County of Winnebago, Illinois has reviewed agreement and recommends that the County Board authorize execution of an agreement with Aura Benefits Program for the administration of the voluntary identity guard benefit effective June 1, 2021 through May 31, 2024.

NOW, THEREFORE BE IT RESOLVED, by the County Board of the County of Winnebago, Illinois that the Winnebago County Board Chairman is hereby authorized to execute an agreement with Aura Benefits Program, 2553 Dulles View Drive, Suite 400, Herndon, VA 20171 for administration of the voluntary identity guard benefit.

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

Respectfully Submitted,
OPERATIONS AND ADMINISTRATIVE COMMITTEE

AGREE

DISAGREE

KEITH McDONALD, CHAIRMAN

KEITH McDONALD, CHAIRMAN

JOHN BUTITTA, VICE CHAIRPERSON

JOHN BUTITTA, VICE CHAIRMAN

PAUL ARENA

PAUL ARENA

JEAN CROSBY

JEAN CROSBY

JOE HOFFMAN

JOE HOFFMAN

DOROTHY REDD

DOROTHY REDD

JAIME SALGADO

JAIMIE SALGADO

The above and foregoing Resolution was adopted by the County Board of the County of Winnebago, Illinois this ____ day of _____ 2021.

ATTESTED BY:

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

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

Your Employees Protect Your Future



Protect theirs with end-to-end
Cyber Wellness solutions



̄URA™

IDENTITY
GUARD

WE'RE REVOLUTIONIZING CYBERSECURITY BENEFITS.

Cybercrime keeps evolving. It's time that Identity Theft Protection Benefits do, too.

From the e-commerce boom to remote working trends to the emergence of data brokering, the past five years have brought significant changes to how our information exists online. And – unfortunately – as our lives grow increasingly digital, the cyber risks we face escalate alongside them. Cybercriminals continue to find new, more sophisticated ways to exploit the abundance of information; employers and employees alike must stay more diligent than ever before to ensure their information online is safe and protected.

So, why is it that we still offer employees the same kind of identity theft benefits that we did a decade ago, when the digital world has evolved so widely and rapidly?

It's time for disruption. And Aura Identity Guard is leading the charge by introducing the first-and-only fully integrated platform that empowers employees to address top-to-bottom cybersecurity needs, the Digital Halo.

THE AURA® IDENTITY GUARD™ DIGITAL HALO BENEFITS AT A GLANCE:



FOR EMPLOYEES

Access to identity theft, device security, and data privacy tools in one platform.

Cost-effective package available at 1/3 of the price of comparable individual solutions in the market.

Around-the-clock remediation support that can reduce the stress, financial impact, and resolution time of cybertheft.



FOR EMPLOYERS

Enhanced protection for employees may reduce the likelihood of data breaches and other cyberattacks.

Access to Cyber Wellness tools increases employees' investment in their employer's overall cybersecurity*.

**See Appendix 1.*

Potential reduction in the costs associated with identity theft and other cybercrimes.

THE RISKS OF THE DIGITAL AGE

DATA BREACHES: THE IMPACT ON AN ORGANIZATION

A new era of technology has ushered in a massive proliferation of data that has redefined our personal, social, and financial identities. This hyper-connectivity between the ways we shop, share, bank, work, and interact is rife with opportunity and risk. New cybercrimes and new ways to commit these crimes have emerged, with the global cost of cybercrime estimated to reach \$6 trillion by 2021.¹

CYBERTHEFT IS COSTING YOUR BUSINESS MONEY

Cyber crimes can have drastic implications for businesses and their employees. The impact can be felt both directly and indirectly:



DIRECT: \$8M is the average cost of a single breach to a US business.²



INDIRECT: 12.5-25 work days is the average lost for an employee to resolve identity theft.³

**See appendix 2 to calculate your averages.*

THE DOMINO EFFECT FOR BUSINESSES

Identity theft impacts employees at home and at work. While they are preoccupied trying to sort out the impact on their finances, credit ratings, and cash flow, work productivity suffers and other employees must pick up the slack.⁴



17%

increase in data breaches
2018 – 2019.³

Both types of exposures put businesses at risk. And much of the exposure is a result of poor Cyber Wellness on the part of employees; e.g., lost or stolen laptops, repeatedly using common passwords, using unprotected WiFi, etc.

¹Cybersecurity Ventures. "Official 2017 Annual Cybersecurity Report." October 2017.

²PCI Pal. "Lack of Trust Comes with a High Price Tag for U.S. Businesses." October 2018.

³Identity Theft Resource Center. "2019 End of Year Data Breach Report." January 2020.

⁴Global Workplace Analytics. "Work At-Home After COVID-19." April 2020.

ABOUT CYBER WELLNESS

Cyber Wellness is proactive, holistic cyber protection – including ID theft, safe browsing, data privacy, and VPN tools – that empowers individuals with the knowledge and tools necessary to take swift action against cyberthreats to keep themselves and their families protected financially, physically, and digitally. **In addition to traditional ID theft protection, Cyber Wellness includes:**



DATA PRIVACY

Organizations across nearly every industry — from online retailers to social media networks to big box gyms — buy, sell, and trade account holders' information. This results in unwanted junk mail/solicitations, robocalls and robotexts, and — most importantly — personal data in the hands of people who aren't authorized to have it.



\$200B annual economic activity.¹



80% of consumers want online services to collect less of their data.²

DEVICE SECURITY

By targeting employees through things like phishing, ransomware, malware, and DDOS attacks, hackers are able to infiltrate an organization's systems to catastrophic results.³



\$7.5B Estimated cost of ransomware attacks in the U.S. in 2019.⁴



350K Average number of new malicious programs and unwanted apps released each day.⁵



9.9B Number of malware attacks that occurred in 2019.⁶

¹The New York Times. "Intel Executive: Rein in Data Brokers." July 15, 2019.

²MarketWatch. "Will Americans pay companies to keep their data private? Here's their answer." January 19, 2019.

³Identity Theft Resource Center. "2019 End of Year Data Breach Report." January 2020.

⁴Emsisoft. "The State of Ransomware in the US: Report and Statistics 2019." December 2019.

⁵AV-TEST Institute. Retrieved from <https://www.av-test.org/en/statistics/malware/> on 12/18/19.

⁶SonicWall. "2020 SonicWall Cyber Threat Report." February 2020.

⁷Symantec. "2019 Internet Security Threat Report." March 2019.

48%

Percentage of malicious email attachments sent as Office 365 files.⁷

Much of the exposure is a result of poor Cyber Wellness on the part of employees ; e.g., lost or stolen laptops, repeatedly using common passwords, using unprotected WiFi, etc.

MEET AURA IDENTITY GUARD

Aura Identity Guard empowers people with the tools, knowledge, and services that help them use their technology and devices freely and with peace of mind.

ONE-STOP-SHOP FOR CYBER WELLNESS

Aura's integrated platform provides a Digital Halo of security to monitor, manage, and help protect personal information. This easy, cost-effective approach empowers employees with a robust suite of tools to meet the diverse needs of their digital lives.*

Using adaptive and innovative technology — including IBM® Watson™ AI — enables us to quickly evolve our solution to ensure that we're always providing the most comprehensive cyber protection available in today's market.

**See Appendix 3 to learn more about the Cyber Wellness platform.*

— AURA™
YOUR DIGITAL HALO



EXPERIENCE AND
PROVEN LEADERSHIP

INDUSTRY
LEADER IN

Net Promoter Score (NPS)

24 YEARS

experience in identity protection

Resolved

150,000

identity fraud cases

7 YEARS

Average tenure of our customer
service representativess

Protected nearly

50,000,000

satisfied customers

THE AURA IDENTITY GUARD DIGITAL HALO

IDENTITY GUARD IDENTITY SECURE

- Industry-leading alert speeds and breadth¹ help employees stop fraud and other forms of identity theft before it spirals out of control.
- Personalized threat alerts and risk management tools empower employees to better mitigate risks and optimize cybersecurity through tailored information, best practices, and alerts.
- Unparalleled family protection includes intuitive cyberbullying capabilities that evaluate posts for harmful and aggressive language, and other social media monitoring tools to ensure that kids have safe online experiences.

IDENTITY GUARD DEVICE SECURE

- Safe browsing tools provide around-the-clock protection from malware, ransomware, spyware, and viruses to reduce the ability for criminals to gain access to personal data and files that can be used for online attacks and fraud schemes.
- Around-the-clock, fortress-like protection that's always on alert, whether an employee is actively using a machine at work or sleeping with all devices on mute.
- VPN provides employees with a secure connection to the internet, reducing the risk their devices, browsing, and personal info can be accessed online.

IDENTITY GUARD PRIVACY SECURE

- Personal data sharing alerts empower employees to reduce – and in some places completely stop – unauthorized use of their personal data and information.
- Information removal from data broker lists and people locator sites results in a measurable reduction in the number of unsolicited, pre-approved credit offers and can reduce an employee's risk of identity fraud.
- Reduces unwanted e-mail solicitations, texts, and spam.

THE 1ST & ONLY

comprehensive, integrated Cyber Wellness suite on the market, the Aura Identity Guard Digital Halo includes identity theft security, data privacy tools, VPN, and device intrusion protection under one roof – **for the most innovative, robust, user friendly cybersecurity experience available today.**



Industry-leading alert speeds¹



Personalized threat alerts



Cyberbullying alerts and social media monitoring



Safe browsing tools



Secure VPN connection



Helps stop unauthorized data use



Removes personal data



Reduces spam + robocalls

¹Ath Power Consulting. Independent Research. February 2018

PLAN COMPARISONS

	TOTAL	ULTIMATE
Identity Secure		
Near Real-Time Alerts	✓	✓
Auto-On Monitoring	✓	✓
Credit and debit card monitoring		✓
Bank account transaction monitoring		✓
401(k) investment account monitoring		✓
Student loan activity alerts		✓
High Risk Transaction Monitoring	✓	✓
Bank Account Opening & Takeover Monitoring	✓	✓
Address Monitoring	✓	✓
Criminal Record Monitoring	✓	✓
Fictitious Identity Monitoring	✓	✓
Home Title Monitoring	✓	✓
Sex Offender Monitoring	✓	✓
Dark Web Monitoring	✓	✓
Human-sourced intelligence	✓	✓
Compromised credentials	✓	✓
Stolen fund reimbursement	✓	✓
401(k) and HSA reimbursement	✓	✓
\$1,000,000 Identity Theft Insurance*	✓	✓
Security Freeze Assistance	✓	✓
Threat Alerts	✓	✓
Risk Management Score	✓	✓
Social Insight Report		✓
Lost Wallet Protection	✓	✓
1-Bureau Credit Monitoring	✓	
3-Bureau Credit Monitoring		✓
3-Bureau Annual Credit Report		✓
Monthly Credit Score	✓	✓
Credit Score Tracker	✓	✓
Device Secure		
Safe Browsing Software	✓	✓
Anti-virus		✓
VPN		✓
Anti-adware		✓
Privacy Secure		
Robo-call/robo-text protection		✓
Device/cookie tracking protection		✓
E-mail solicitation/junk mail prevention		✓
Data broker list monitoring/removal		✓

*Identity Theft Insurance underwritten by insurance company subsidiaries or affiliates of American International Group, Inc. The description herein is a summary and intended for informational purposes only and does not include all terms, conditions and exclusions of the policies described. Please refer to the actual policies for terms, conditions, and exclusions of coverage. Coverage may not be available in all jurisdictions.

**Ath Power Consulting. Independent Study. February 2018.

PARTNER WITH US

Successful partnering: Working with you to protect your employees and your business.

TRACK HISTORY YOU CAN TRUST

We have never had a breach in our 24-year history.

EASE OF DOING BUSINESS

We have a 98% customer satisfaction rating and have worked with some of the biggest companies in the world.

SEAMLESS INTEGRATION AND IMPLEMENTATION

Our account management teams are adept at handling integrations with myriad platforms and payroll systems for a smooth user experience.

SUCCESSFUL ONBOARDING

Once enrolled, employees receive a personalized welcome email that provides instructions on setting up their log-in credentials to access their personalized dashboard.

PERSONALIZED DASHBOARD

The personalized dashboard enables employees to interact with the Identity Guard benefit, view any alerts specific to them, and add family members for identity theft monitoring (if they have elected for the family plan).

ONGOING INFORMATIVE COMMUNICATIONS

Once enrolled, employees have access to a variety of continuing education resources and receive monthly summary communications.

AROUND THE CLOCK CUSTOMER SUPPORT AND REMEDIATION SERVICES

A US-based team of identity protection experts is available 24/7 to answer technology-related questions and walk victimized employees through the identity recovery process.



Monthly Employer-Paid Pricing

Individuals*	Total - 1 Bureau	Ultimate
1185	\$3.25	\$6.20

Employee paid family buyups provided when plan is selected

Monthly Employee-Paid Pricing

Voluntary		
Plan	Individual	Family
Total	\$7.10	\$12.50
Ultimate	\$10.75	\$19.85

̄AURA™

IDENTITY
GUARD



Resolution Executive Summary

Prepared By: Purchasing on behalf of the Board Office
Committee: Operations & Administrative Committee
Committee Date: April 15, 2021
Resolution Title: Resolution for Approval of the Winnebago County Board Chairman Proposed Vehicle Use

Board Meeting Date: April 22, 2021

Background Information:

The County Board has historically provided a vehicle as part of the compensation package for the Board Chairman position. As part of the process of establishing the compensation for the 2020-2024 Board Chairman term, the Board voted to remove any personal vehicle use as part of the overall compensation package.

The Chairman and a Board member recently requested advice from the County Auditor in regards to reconciling the substantial travel needs required in fulfilling the duties of the Chairman (Sec. 2-49. – Duties.) with the County vehicle policy (Sec. 62-28. – Vehicle policy.)

See **Executive Summary - Exhibit A**, March 18, 2021 County Auditor's Memo for more information.

Recommendation:

The County currently has several unused car pool vehicles in the Concourse parking garage. The Auditor's recommendation is that the Board consider assigning one of these vehicles to the Chairman, which can be used only for business purposes and for commuting to and from work.

However, as a result of the restrictions regarding the ability to adjust an Elected Official's compensation mid-term, the Chairman will be required to reimburse the County for the commuting miles to and from work at the IRS standard mileage rate.

Legal Review: Review completed by Lafakeria Vaughn. She prepared the Board Resolution.

County Auditor's Review: In addition to attached Exhibit A, the County Auditor's Office reviewed the Board Resolution and recommends the following:

In order to adhere to Article VII, Section 9(b) of the Illinois Constitution and not affect the Chairman's compensation, a payroll deduction will be created by the County, which charges the Chairman for use of the car pool vehicle for commuting to and from work at the IRS standard mileage rate.

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

2021 CR

SUBMITTED BY: OPERATIONS AND ADMINISTRATIVE COMMITTEE

**RESOLUTION FOR APPROVAL OF WINNEBAGO COUNTY BOARD CHAIRMAN
PROPOSED VEHICLE USE**

WHEREAS, the Local Government Officers Compensation Act, 50 ILCS 145/2 requires that the compensation of elected officers of units of local government, including county officers, shall be fixed at least 180 days before the beginning of their terms; and

WHEREAS, Article VII, section 9(b) of the Illinois Constitution provides that “an increase or decrease in the salary of an elected officer of any unit of local government shall not take effect during the term for which that officer is elected; and

WHEREAS, on May 28, 2020, the Winnebago County Board adopted a resolution (2020 CR 079) affixing compensation and other benefits for certain elected county officials, including the Winnebago County Board Chairman for the 2020-2024 term; and

WHEREAS, pursuant to the resolution, the Winnebago County Board changed the new County Board Chairman’s compensation to remove the assigned vehicle for his four-year term; and

WHEREAS, upon consideration of the County Board Chairman position and associated duties, as provided in Section 2-49 of the Winnebago County Code of Ordinances, it requires substantial travel needs; and

WHEREAS, the Winnebago County Vehicle Policy (Vehicle Policy) provides in part that the “authorized use of county owned vehicles by employees is for bona-fide county business purposes and only when in the best interest of conducting county business”; and

WHEREAS, given the needs of the County Board Chairman’s position, and in accordance with the Vehicle Policy, the Operations and Administrative Committee of the County Board for the County of Winnebago, Illinois, recommends that the County Board Chairman be assigned one of the County car pool vehicles to be used only for bona-fide county business purposes and for commuting to and from work only; and

WHEREAS, in order to adhere to Article VII, Section 9(b) of the Illinois Constitution and not affect the Chairman’s compensation, a payroll deduction will be created which charges the County Board Chairman for use of the car pool vehicle for commuting to and from work at the

IRS standard mileage rate and further that the proceeds from the deduction will be deposited into the car pool internal service fund to offset the associated costs of operating the vehicle; and

WHEREAS, the County Board of the County of Winnebago, Illinois has determined that assigning a County car pool vehicle to the Winnebago County Board Chairman for bona-fide county business purposes and specifically to perform his duties as prescribed by ordinance is in the best interest of conducting county business.

NOW, THEREFORE, BE IT RESOLVED, by the County Board of the County of Winnebago, Illinois that it hereby approves the assignment of a County car pool vehicle to the Winnebago County Board Chairman during his 2020-2024 term of office which can only be used in accordance with the Winnebago County Vehicle Policy.

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 and directed to prepare and deliver certified copies of this Resolution to the County Administrator, the County Auditor, and the Chief Financial Officer.

Respectfully submitted,

OPERATIONS AND ADMINISTRATIVE COMMITTEE

AGREE

Keith McDonald, Chairman

John Butitta, Vice Chairman

Jean Crosby

Paul Arena

Joe Hoffman

Dorothy Redd

Jaime Salgado

DISAGREE

Keith McDonald, Chairman

John Butitta, Vice Chairman

Jean Crosby

Paul Arena

Joe Hoffman

Dorothy Redd

Jaime Salgado

The above and foregoing Resolution was adopted by the County Board of the County of Winnebago, Illinois this _____ day of _____, 2021.

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

ATTESTED BY:

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



Executive Summary - Exhibit A

COUNTY OF WINNEBAGO

Office of the County Auditor

WILLIAM D. CROWLEY
County Auditor
Phone (815) 319-4206
bcrowley@wincoil.us

County Administration Building
404 Elm Street, Room 201
Rockford, Illinois 61101

March 18, 2021

To: Winnebago County Board
From: William D. Crowley, Winnebago County Auditor
Re: County Board Chairman Proposed Vehicle Use

The Winnebago County Board has historically provided a vehicle as part of the compensation package for the Winnebago County Board Chairman position. As part of the process of establishing the compensation for the 2020-2024 County Board Chairman term, the Winnebago County Board voted to remove any personal vehicle use as part of the overall compensation package.

The Winnebago County Chairman and a Winnebago County Board member have recently requested the advice of my office in regards to reconciling the substantial travel needs required in fulfilling the duties of the County Board Chairman (Sec. 2-49. – Duties.) with the Winnebago County vehicle policy (Sec. 62-28. – Vehicle policy.)

Duties of the County Board Chairman

The duties of the County Board Chairman are prescribed by ordinance. Several of these duties previously established by ordinance (indicated below) would potential require significant travel.

- Represent the county on all economic development opportunities
- Shall represent the county at all organizations of which the county is a member
- Develop and promote the county's legislative agenda
- Lead communication of County initiatives and accomplishments

The nature of the County Board Chairman position is that he/she is the Chairman 365 days a year and 24 hours a day. It is very likely that in a post-COVID world, these duties will routinely require travel during and after regular business hours and on weekends which has historically been the case.

Winnebago County Vehicle Policy

Considering the overall nature of the Winnebago County Board Chairman position and the associated duties, a reasonable argument could be made that from a practical standpoint the Chairman should have a county vehicle available to him/her at all times. This would require the Chairman to drive a County owned vehicle to and from work on a daily basis. The County Vehicle Policy provides several areas of guidance on this issue as follows:

- It is in the county's best interest to minimize commuting expenses by only assigning vehicles to individuals when it is the cheapest option, as when annual business miles are at least 70 percent of the vehicles total annual miles.

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



COUNTY OF WINNEBAGO

Office of the County Auditor

WILLIAM D. CROWLEY
County Auditor
Phone (815) 319-4206
bcrowley@wincoil.us

County Administration Building
404 Elm Street, Room 201
Rockford, Illinois 61101

- Authorized use of county owned vehicles by employees is for bona-fide county business purposes and only when in the best interest of conducting county business. Personal use of county vehicles is strictly prohibited, other than commuting to and from work, and de minimis usage while performing official business.
- Department heads and elected officials will be responsible for recommending which vehicles under their department's control may be driven home on a regular basis. This recommendation must be presented to the chairman of the county board for his/her written approval and then approved by the county board prior to the start of every new fiscal year.

State of Illinois Constitution

As previously indicated, the Winnebago County Board voted to remove any vehicle use as part of the overall compensation package for the 2020-2024 County Board Chairman term. If the current County Board Chairman were to use a County owned vehicle to commute to and from work, the commuting miles would be a taxable item and would effectively increase the overall compensation of the County Board Chairman position.

The Illinois Constitution states "An increase or decrease in the salary of an elected officer of any unit of local government shall not take effect during the term for which that officer is elected."

Unfortunately, if a decision were made to simply provide the Winnebago County Board Chairman with a vehicle to commute to and from work the board would be unable to do so without potentially violating the State of Illinois Constitution.

Recommendation

My understanding is that the County currently has several unused car pool vehicles that sit in the concourse parking garage. My recommendation is that the Winnebago County Board consider assigning one of these vehicles to the County Board Chairman which can be used only for business purposes and for commuting to and from work.

To address the issue of restrictions on adjustments to the Chairman's compensation we recommend that a payroll deduction be created which charges the County Board Chairman for the commuting to and from work at the same rate that the commuting charges would ordinarily be taxable by the IRS. If this process is implemented, the proceeds from this deduction should be directed to the car pool internal service fund.

As described in the County Vehicle Policy, we would recommend that if the decision were made to assign the County Board Chairman a vehicle, the County Board should consider doing so by approving a resolution.

Cc: Joseph Chiarelli, Winnebago County Board Chairman
Joseph Hanley, Winnebago County State's Attorney
Patrick Thompson, Winnebago County Administrator
David Rickert, Chief Financial Officer



Resolution Executive Summary

Prepared By: Purchasing Department on behalf DoIT
Committee: Operations and Administrative Committee
Committee Date: April 15, 2021
Resolution Title: Resolution to Approve Telecommunication Service Contract
Meeting Date: April 22, 2021

Budget Information:

Was item budgeted? YES	Appropriation Amount: \$36,693.35 annually
If not, explain funding source:	
ORG/OBJ/Project Code 19500-43168	Budget Impact: Nominally less than 2019 rate

Background Information:

The County of Winnebago operates an expansive *Mitel Voice Over IP Phone System* for all Elected and Appointed Officials. There are approximately 1,600 phones in the system that are managed by sophisticated telecommunications electronics (programmable controllers). The County has been operating this phone system since 2005.

Proper maintenance and support of the *Mitel Voice Over IP Phone System* is critical for daily operations of the various Elected and Appointed Officials' offices.

This year we used the Sourcewell/NJPA #022719-MBS Cooperative Joint Purchasing Contract to obtain the lowest contracted maintenance service rates. The service agreement, however, will be managed through local vendor, IP Communications, Inc.

Recommendation:

The County of Winnebago requires annual maintenance and support of the *Mitel Voice Over IP System* to ensure reliability, stability and predictability of the system. DoIT recommends awarding this competitively priced three (3) year service agreement with IP Communications since there will be no cost increase.

Follow-Up:

Purchasing Department will route for signatures the IP Communications, Inc. **Winnebago County three (3) year Full Service Contract Agreement (Resolution Exhibit A)**. The DoIT will issue a Purchase Order to IPC. Fully Executed Vendor Agreement will be filed with executed Resolution in the Clerk's Office.

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

Sponsored by: Keith McDonald

Submitted by: Operations and Administrative Committee

2021 CR

RESOLUTION TO APPROVE TELECOMMUNICATION SERVICE CONTRACT

WHEREAS, the County of Winnebago operates an expansive Voice Over IP (VOIP) system that supports all Elected and Appointed officials. The system is formally known as the Mitel Voice Over IP Phone System; and

WHEREAS, since activation in 2005, the Winnebago County Department of Information Technology has upheld an annual maintenance and support contract to cover the hardware and software of the Mitel system; and

WHEREAS, the Code of Ordinances for the County of Winnebago, Illinois, provides as in Section 2-357 (b) (1), Conditions for use. All procurements whose value equals or exceeds the competitive bidding threshold of \$25,000.00 shall be awarded by competitive sealed bidding in accordance with this section except as otherwise provided in 2-357(c) (Request for Proposals), 2-357(d) (Professional Services), 2-357(e) (Sole-Source), 2-357(f) (Emergency Procurements), 2-357 (g) (Cooperative Joint Purchasing) or as provided by State statute; and

WHEREAS, local supplier, IPC Communications Inc., is under the National Joint Power Alliance Cooperative Joint Purchasing Agreement NJPA Sourcwell Contract #022719-MBS with the lowest contracted annual maintenance rates available; and

WHEREAS, the Operations and Administrative Committee of the County Board for the County of Winnebago, Illinois, has reviewed the NJPA Sourcwell quote, **Resolution Exhibit A**, received for the aforementioned service and recommends awarding the Contract as follows:

TELECOMMUNICATIONS SERVICE CONTRACT

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

19500 - 43168

NOW, THEREFORE, BE IT RESOLVED, by the County Board of the County of Winnebago, Illinois, that the County shall enter into a three (3) year service contract with IP Communications, Inc., 1521 Windsor Road, Rockford, IL 61111, for an annual amount of \$39,693.36 per year.

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

Respectfully Submitted,
OPERATIONS AND ADMINISTRATIVE COMMITTEE

AGREE

DISAGREE

KEITH McDONALD, CHAIRMAN

KEITH McDONALD, CHAIRMAN

JOHN BUTITTA, VICE CHAIRPERSON

JOHN BUTITTA, VICE CHAIRMAN

PAUL ARENA

PAUL ARENA

JEAN CROSBY

JEAN CROSBY

JOE HOFFMAN

JOE HOFFMAN

DOROTHY REDD

DOROTHY REDD

JAIME SALGADO

JAIMIE SALGADO

The above and foregoing Resolution was adopted by the County Board of the County of Winnebago,
Illinois this ____ day of _____ 2021.

ATTESTED BY:

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

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

RESOLUTION EXHIBIT A



County of Winnebago

400 W State St

Rockford IL 61101

Date 03/22/2021

Mitel

Sourcewell/NJPA Number 022719-MBS

IPC Tracking Number 5589295

Mitel NJPA Government Pricing

Winnebago County 3 year Full Service Contract

Part Number	Description	Quantity	Coverage Start	Coverage End
SYSID: 10244812 County Justice Center (CJC) (MiVoice Business)				
54007864	SWA Std 3y MiVBus Analog Port	12	\$6.62	\$79.44
54007872	SWA Std 3y MiVBus System	1	\$208.09	\$208.09
54007873	SWA Std 3y MiVBus User	13	\$18.29	\$237.77
SYSID: 1185486 UCA Server (MiCollab Client)				
54008271	SWA Std 3y MiCollab CI DeskPh	6	\$18.60	\$111.60
54008272	SWA Std 3y MiCollab CI SoftPh	6	\$13.56	\$81.36
54008281	SWA Std 3y MiCollabClient Sys	1	\$211.24	\$211.24
SYSID: 12418517 County Admin (MiVoice Business)				
54007872	SWA Std 3y MiVBus System	1	\$208.09	\$208.09
54007873	SWA Std 3y MiVBus User	1	\$18.29	\$18.29
SYSID: 15645766 31758_Winnebago County Courthouse (MiContact Center)				
54006933	CC Standard Software Assurance	894	\$0.63	\$563.22
SYSID: 1954043 Forest Preserve (MiVoice Business)				
54007872	SWA Std 3y MiVBus System	1	\$208.09	\$208.09
SYSID: 24209451 WCHD - MBG Server (MiVoice Border Gateway)				
54007973	SWA Std 3y MiV BG System	1	\$41.93	\$41.93

Part Number	Description	Quantity	Coverage Start	Coverage End	
SYSID: 28349658 ULM - Winnebago County (Mitel Unified Collaboration and Communications)					
54008362	SWA Std 2y UCC Entry MiVB	1602	\$15.47	\$24,782.94	
SYSID: 29106383 Juvenile Detention Center (MiVoice Business)					
54007872	SWA Std 3y MiVBus System	1	\$208.09	\$208.09	
SYSID: 30830652 Highway Department (MiVoice Business)					
54007872	SWA Std 3y MiVBus System	1	\$208.09	\$208.09	
SYSID: 34112549 NEW MAS (MiCollab)					
54008262	SWA Std 2y MiCollab System	1	\$144.64	\$144.64	
54008265	SWA Std 2y MiCollab UM Mailbox	1700	\$5.03	\$8,551.00	
SYSID: 3445945 31199_Winnebago County (MiContact Center)					
54006933	CC Standard Software Assurance	9027	\$0.63	\$5,687.01	
SYSID: 51249624 Carrie Lynn (MiVoice Business)					
54007872	SWA Std 3y MiVBus System	1	\$208.09	\$208.09	
SYSID: 64599329 WCHD - Cx Controller (MiVoice Business)					
54007872	SWA Std 3y MiVBus System	1	\$208.09	\$208.09	
SYSID: 66106147 RIC Center (MiVoice Business)					
54007872	SWA Std 3y MiVBus System	1	\$208.09	\$208.09	
SYSID: 66929162 River Bluff 3300 (MiVoice Business)					
54007864	SWA Std 3y MiVBus Analog Port	35	\$6.62	\$231.70	
54007872	SWA Std 3y MiVBus System	1	\$208.09	\$208.09	
54007873	SWA Std 3y MiVBus User	83	\$18.29	\$1,518.07	
SYSID: 68985248 DLM Winnebago County (Mitel Designated License Manager)					
54007857	SWA Std 2y MiVBus DLM	1	\$0.00	\$0.00	
SYSID: 70051134 Animal Services (MiVoice Business)					
54007872	SWA Std 3y MiVBus System	1	\$208.09	\$208.09	
SYSID: 74732177 WCHD - Mx Controller (MiVoice Business)					
54007872	SWA Std 3y MiVBus System	1	\$208.09	\$208.09	
SYSID: 74986486 vMCD Master (MiVoice Business)					
54007872	SWA Std 3y MiVBus System	1	\$208.09	\$208.09	
54007873	SWA Std 3y MiVBus User	24	\$18.29	\$438.96	
SYSID: 77574401 Court House (MiVoice Business)					
54007872	SWA Std 3y MiVBus System	1	\$208.09	\$208.09	

Part Number	Description	Quantity	Coverage Start	Coverage End
SYSID: 8126769 River Bluff MAS (MiCollab)				
54008274	SWA Std 3y MiCollab System	1	\$167.10	\$167.10
54008277	SWA Std 3y MiCollab UM Mailbox	100	\$5.90	\$590.00
SYSID: 87468238 vMBG (MiVoice Border Gateway)				
54007971	SWA Std 3y MiV BG SIP Connect	27	\$10.48	\$282.96
54007973	SWA Std 3y MiV BG System	1	\$43.58	\$43.58
54007974	SWA Std 3y MiV BG Telewk User	6	\$20.97	\$125.82
54010803	SWA Reenl MiV BG System	1	\$11.14	\$11.14
54010804	SWA Reenl MiV BG SIP Connect	27	\$2.68	\$72.36
54010806	SWA Reenl MiV BG Telewk User	6	\$5.46	\$32.76
54054478	Hardware and Labor support and replacement for all VOIP related equipment, Including 24/7 Emergency Response	1	\$72,350.00	\$72,350.00
			\$119,080.06	

Coverage Start	Coverage End
4/30/21	4/30/24

Three Year Warranty all Hardware, Software and Labor

Terms: \$39,693.35 Due 4/30/2021, \$39,693.35 Due 4/30/2022 and The Remaining Balance \$39,693.36 Due 4/30/23

Customer:	Approved and Accepted by:IP Communications	
Authorized	Authorized	
Signature:	Date:	Signature:
Print Name		
and Title:		

PUBLIC WORKS COMMITTEE



Resolution Executive Summary

Prepared By: Winnebago County Highway Department

Committee: Public Works Committee

Committee Date: April 13, 2021

Resolution Title: RESOLUTION AUTHORIZING THE AWARD OF A BID FOR AN EXPANSION JOINT REPAIR ON MERIDIAN ROAD BRIDGE OVER THE PECATONICA RIVER (SECTION: 21-00681-00-BR)

County Code: PWC Resolution #21-008

Board Meeting Date: April 22, 2021

Budget Information:

Was item budgeted? Yes	
Appropriation Amount: \$ 22,000	
If not, explain funding source:	
ORG/OBJ/Project Code: 464-43842	Budget Impact:

Background Information: This is to do an emergency repair to the North expansion joint on the Meridian Road Bridge over the Pecatonica River. Minor and unexpected repairs like this are included in the budget under Bridge and Culvert Repairs.

Recommendation:

Contract/Agreement:

Contracts will be signed after approval of award by the County Board

Legal Review:

by the State Attorney's office

Follow-Up:

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

21-CR-XXX

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

**RESOLUTION AUTHORIZING THE AWARD OF A BID FOR
EXPANSION JOINT REPAIR ON MERIDIAN ROAD BRIDGE
OVER THE PECATONICA RIVER
(SECTION: 21-00681-00-BR)**

WHEREAS, the expansion joint of the north abutment of Meridian Road Bridge (CH-24) over the Pecatonica River is in need of repair; and

WHEREAS, in connection with said repair, six bids were received, as shown on the attached bid tab, at the Winnebago County Highway Department on April 8, 2021 for Section 21-00681-00-BR with the low bid being from **Pan Construction Company in the amount of \$22,000.00**; and

WHEREAS, it would be in the public interest to award this project to the low bidder Pan Construction Company in the amount of \$22,000.00.

NOW THEREFORE BE IT RESOLVED by the County Board of the County of Winnebago, Illinois that the low bid received on April 8, 2021 for Section 21-00681-00-RB from Pan Construction Company in the amount of \$22,000.00 is hereby awarded, and that the County Board Chairman is authorized to execute on behalf of the County of Winnebago a contract with Rock Road Companies for the above noted work; and

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

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

VIRTUAL ZOOM MEETING

**Respectfully submitted
PUBLIC WORKS COMMITTEE**

AGREE

DISAGREE

Dave Tassoni, Chairman

Dave Tassoni, Chairman

Angela Fellars

Angela Fellars

Burt Gerl

Burt Gerl

Dave Kelley, Vice Chairman

Dave Kelley, Vice Chairman

Jas Bilich

Jas Bilich

Jim Webster

Jim Webster

Kevin McCarthy

Kevin McCarthy

The above and foregoing Resolution was adopted by the County Board of the County of Winnebago, Illinois this ____ day of _____, 2021.

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

ATTEST:

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

WCHD BRIDGE & CULVERT LOCATION MAP

WCHD SN = 24-80A IDOT SN = 1013071

Facility Carried = Meridian Road

Feature Crossed = Pecatonica River

0.85 N of IL-75

Approximate Address = 12332 N Meridian Road

Plan Section = 168B MFT (Date of Plan 1973) STA = 398+48

Comments: SN 101-3071

Material = Steel Beam

Design Loading = HS20

Span = 0 x Rise = 0 or Dia. = 0 Length = 0

Orig. Plan Drainage (Ac) = 0

USGS Drainage (Ac) = 0 USGS Q25 (CFS) = 0

USGS Q50 (CFS) = 0 USGS Q100 (CFS) = 0

USGS CLEL =

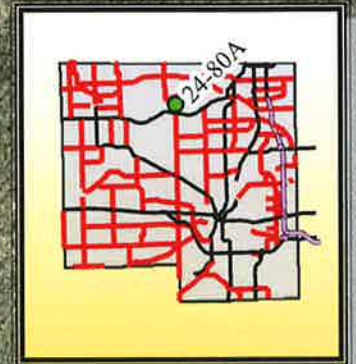
U.S. INV EL = D.S. INV =

Flow Direction = East

Sec 12 T28N R11E

Sec 30 T46N R1E

IDOT SN 1013071



Coordinate System: NAD 1983 StatePlane Illinois West FIPS 1202 Feet

Projection: Transverse Mercator

Datum: North American 1983

False Easting: 2,296,583.3333

False Northing: 0.0000

Central Meridian: -90.1667

Scale Factor: 0.9999

Latitude Of Origin: 36.6667

Units: Foot US

WCHD SN 24-80A

**Approximate Address: 12332 N Meridian Road
0.85 N of IL-75
Harrison Township**



Printed on: 8/20/2019
Document Path: Z:\Culvert Inventory\CulvertMap.mxd

0 62.5 125 250
Feet



Resolution Executive Summary

Prepared By: Winnebago County Highway Department

Committee: Public Works Committee

Committee Date: April 13, 2021

Resolution Title: RESOLUTION AUTHORIZING THE EXECUTION OF A LOCAL PUBLIC AGENCY AGREEMENT WITH WILLETT HOFMANN & ASSOCIATES INC. AND THE APPROPRIATION OF THE LOCAL SHARE OF FUNDS TO PROVIDE CONSTRUCTION ENGINEERING SERVICES FOR THE REHABILITATION OF ALPINE ROAD BRIDGE OVER FOREST HILLS ROAD (SECTION 16-00620-00-BR)

County Code: PWC Resolution #21-009

Board Meeting Date: April 22, 2021

Budget Information:

Was item budgeted? Yes

Appropriation Amount: \$450,000 (Rebuild Illinois Fund) to cover \$320,758 for this agreement and the rest for Highway Department staff time on this project and the balance of the local share for construction.

If not, explain funding source:

ORG/OBJ/Project Code: 469-46330

Budget Impact:

Background Information: This is for construction inspection, structural engineering support and testing services for the rehabilitation of the Alpine Road Bridge over Forest Hills Road. The awarded cost for construction is \$4,678,451.06 (with 80% of the construction being paid by federal funds). The estimated duration for this construction project is 7 months; the Highway Department does not have sufficient staff to cover this work in addition to other projects and regular ongoing functions.

Recommendation:

Contract/Agreement:

Contracts will be signed after approval of award by the County Board

Legal Review:

by the State Attorney's office

Follow-Up:

**RESOLUTION OF THE
COUNTY BOARD OF THE COUNTY OF WINNEBAGO, ILLINOIS
21-CR-XXX**

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

**RESOLUTION AUTHORIZING THE EXECUTION OF A
LOCAL PUBLIC AGENCY AGREEMENT WITH
WILLETT HOFMANN & ASSOCIATES INC. AND THE APPROPRIATION
OF THE LOCAL SHARE OF FUNDS TO PROVIDE
CONSTRUCTION ENGINEERING SERVICES FOR THE REHABILITATION OF
ALPINE ROAD BRIDGE OVER FOREST HILLS ROAD
(SECTION 16-00620-00-BR)**

WHEREAS, the State of Illinois is in the process of awarding a contract to Civil Constructors, Inc. (d/b/a Helm Civil) for the improvement of Alpine Road Bridge over Forest Hills Road; and

WHEREAS, Alpine Road Bridge over Forest Hills Road is under the jurisdiction of the Winnebago County Highway Department; and

WHEREAS, as this is a large project estimated to last 7 months with a contract amount of \$4,678,451.06 (with 80% of the construction being paid with federal funds by the State of Illinois), there is insufficient County Highway Engineering staff to cover this construction project and other ongoing work; and

WHEREAS, Willett Hofmann & Associates, Inc. has agreed to provide construction engineering, structural engineering support and material testing services to assist County Highway Department staff with construction inspection, testing and documentation for the improvement of Alpine Road Bridge over Forest Hills road for a not to exceed price of \$320,758.00, and the sum of \$450,000.00 needs to be appropriated from the Rebuild Illinois (RBI) fund to pay for this work along with County staff time on this project and the balance of the local share for construction; and

WHEREAS it is in the public interest to enter into the attached Local Public Agency Engineering Services Agreement for the purpose of providing construction inspection, structural engineering support and material testing on Alpine Road Bridge over Forest Hills Road and to appropriate the sum of \$450,000.00 from the Rebuild Illinois Fund to pay for the above noted work along with Winnebago County Highway Department staff time and the balance of the local share for construction.

NOW THEREFORE, BE IT RESOLVED by the County Board of the County of Winnebago, Illinois, that the Chairman of the County Board is hereby authorized to execute on behalf of the County of Winnebago the attached Local Public Agency Engineering Services Agreement with Willett Hofmann & Associates, Inc. at a not to exceed price of \$320,758.00 and that the sum of four hundred fifty thousand dollars (\$450,000.00) is hereby appropriated from the Rebuild Illinois Fund via IDOT form BLR 09110, both in substantially the form attached hereto under Section 16-00620-00-BR; and

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

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

VIRTUAL ZOOM MEETING

Respectfully submitted
PUBLIC WORKS COMMITTEE

AGREE

DISAGREE

Dave Tassoni, Chairman

Dave Tassoni, Chairman

Angela Fellars

Angela Fellars

Burt Gerl

Burt Gerl

Dave Kelley, Vice Chairman

Dave Kelley, Vice Chairman

Jas Bilich

Jas Bilich

Jim Webster

Jim Webster

Kevin McCarthy

Kevin McCarthy

The above and foregoing Resolution was adopted by the County Board of the County of Winnebago, Illinois this ____ day of _____, 2021.

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

ATTEST:

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



Illinois Department
of Transportation

Local Public Agency
Engineering Services Agreement



Using Federal Funds? ☐ Yes ☒ No Agreement For MFT CE Agreement Type Original

LOCAL PUBLIC AGENCY

Local Public Agency	County	Section Number	Job Number
Winnebago Co. Hwy. Dept.	Winnebago	16-00620-00-BR	C-92-034-20
Project Number	Contact Name	Phone Number	Email
85704	Carlos Molina	(815) 319-4009	cmolina@wincoil.us

SECTION PROVISIONS

Local Street/Road Name	Key Route	Length	Structure Number
Alpine Rd	FAP 412	0.22	101-3068
Location Termini			Add Location
Station 499+00 to Station 510-00			Remove Location

Project Description

Construction Engineering for the rehabilitation of a four span (52'-6": 70'-8": 70'-8": 50'-0") steel girder bridge supporting a reinforced concrete deck on pile bent abutments and reinforced concrete pier.

Engineering Funding ☐ MFT/TBP ☐ State ☐ Other

Anticipated Construction Funding ☐ Federal ☒ MFT/TBP ☐ State ☐ Other

AGREEMENT FOR

☐ Phase I - Preliminary Engineering ☐ Phase II - Design Engineering ☒ Phase III - Construction Engineering

CONSULTANT

Consultant (Firm) Name	Contact Name	Phone Number	Email
Willett, Hofmann & Associates, Inc.	Brian Converse	(815) 284-3381	bconverse@willetthofman.com
Address	City	State	Zip Code
809 E. 2nd Street	Dixon	IL	61021

THIS AGREEMENT IS MADE between the above Local Public Agency (LPA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the improvement of the above SECTION. Project funding allotted to the LPA by the State of Illinois under the general supervision of the State Department of Transportation, hereinafter called the "DEPARTMENT," will be used entirely or in part to finance ENGINEERING services as described under AGREEMENT PROVISIONS.

Since the services contemplated under the AGREEMENT are professional in nature, it is understood that the ENGINEER, acting as an individual, partnership, firm or legal entity, qualifies for professional status and will be governed by professional ethics in its relationship to the LPA and the DEPARTMENT. The LPA acknowledges the professional and ethical status of the ENGINEER by entering into an AGREEMENT on the basis of its qualifications and experience and determining its compensation by mutually satisfactory negotiations.

WHEREVER IN THIS AGREEMENT or attached exhibits the following terms are used, they shall be interpreted to mean:

Regional Engineer	Deputy Director, Office of Highways Project Implementation, Regional Engineer, Department of Transportation
Resident Construction Supervisor	Authorized representative of the LPA in immediate charge of the engineering details of the construction PROJECT
In Responsible Charge Contractor	A full time LPA employee authorized to administer inherently governmental PROJECT activities Company or Companies to which the construction contract was awarded

AGREEMENT EXHIBITS

The following EXHIBITS are attached hereto and made a part of hereof this AGREEMENT:

- ☒ EXHIBIT A: Scope of Services
- ☒ EXHIBIT B: Project Schedule
- ☒ EXHIBIT C: Direct Costs Check Sheet
- ☒ EXHIBIT D: Qualification Based Selection (QBS) Checklist
- ☒ EXHIBIT E: Cost Estimate of Consultant Services Worksheets (BLR 05513 or BLR 05514)
- ☒ EXHIBIT F: Subconsultant - Testing Services Proposal
- ☐ _____
- ☐ _____

I. THE ENGINEER AGREES,

1. To perform or be responsible for the performance of the Scope of Services presented in EXHIBIT A for the LPA in connection with the proposed improvements herein before described.
2. The Classifications of the employees used in the work shall be consistent with the employee classifications and estimated staff hours. If higher-salaried personnel of the firm, including the Principal Engineer, perform services that are to be performed by lesser-salaried personnel, the wage rate billed for such services shall be commensurate with the payroll rate for the work performed.
3. That the ENGINEER shall be responsible for the accuracy of the work and shall promptly make necessary revisions or corrections required as a result of the ENGINEER'S error, omissions or negligent acts without additional compensation. Acceptance of work by the LPA or DEPARTMENT will not relieve the ENGINEER of the responsibility to make subsequent correction of any such errors or omissions or the responsibility for clarifying ambiguities.
4. That the ENGINEER will comply with applicable Federal laws and regulations, State of Illinois Statutes, and the local laws or ordinances of the LPA.
5. To pay its subconsultants for satisfactory performance no later than 30 days from receipt of each payment from the LPA.
6. To invoice the LPA, The ENGINEER shall submit all invoices, based on the ENGINEER's progress reports, to the LPA employee In Responsible Charge, no more than once a month for partial payment on account for the ENGINEER's work to date. Such invoices shall represent the value, to the LPA of the partially completed work, based on the sum of the actual costs incurred, plus a percentage (equal to the percentage of the construction engineering completed) of the fixed fee for the fully completed work.
7. The ENGINEER or subconsultant shall not discriminate on the basis of race, color, national origin or sex in the performance of this AGREEMENT. The ENGINEER shall carry out applicable requirements of 49 CFR part 26 in the administration of US Department of Transportation (US DOT) assisted contract. Failure by the Engineer to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination of this AGREEMENT or such other remedy as the LPA deems appropriate.
8. That none of the services to be furnished by the ENGINEER shall be sublet, assigned or transferred to any other party or parties without written consent of the LPA. The consent to sublet, assign or otherwise transfer any portion of the services to be furnished by the ENGINEER shall be construed to relieve the ENGINEER of any responsibility for the fulfillment of this AGREEMENT.
9. For Construction Engineering Contracts:
 - (a) For Quality Assurance services, provide personnel who have completed the appropriate STATE Bureau of Materials QC/QA trained technical classes.
 - (b) For all projects where testing is required, the ENGINEER shall obtain samples according to the STATE Bureau of Materials "Manual of Test Procedures for Materials," submit STATE Bureau of Materials inspection reports; and verify compliance with contract specifications.
10. That engineering services shall include all equipment, instruments, supplies, transportation and personnel required to perform the duties of the ENGINEER in connection with this AGREEMENT (See Exhibit C).

II. THE LPA AGREES,

1. To certify by execution of this AGREEMENT that the selection of the ENGINEER was performed in accordance with the Professional Services Selection Act (50 ILCS 510) (Exhibit D).
2. To furnish the ENGINEER all presently available survey data, plans, specifications, and project information.
3. For Construction Engineering Contracts:
 - (a) To furnish a full time LPA employee to be In Responsible Charge authorized to administer inherently governmental PROJECT activities.
 - (b) To submit approved forms BC 775 and BC 776 to the DEPARTMENT when federal funds are utilized.
4. To pay the ENGINEER:
 - (a) For progressive payments - Upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LPA, monthly payments for the work performed shall be due and payable to the ENGINEER, such payments to be equal to the value of the partially completed work minus all previous partial payments made to the ENGINEER.
 - (b) Final payment - Upon approval of the work by the LPA but not later than 60 days after the work is completed and reports have been made and accepted by the LPA and DEPARTMENT a sum of money equal to the basic fee as

determined in this AGREEMENT less the total of the amount of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.

(c) For Non-Federal County Projects - (605 ILCS 5/5-409)

- (1) For progressive payments - Upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LPA, monthly payments for the work performed shall be due and payable to the ENGINEER. Such payments to be equal to the value of the partially completed work in all previous partial payments made to the ENGINEER.
- (2) Final payment - Upon approval of the work by the LPA but not later than 60 days after the work is completed and reports have been made and accepted by the LPA and STATE, a sum of money equal to the basic fee as determined in the AGREEMENT less the total of the amount of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.

5. To pay the ENGINEER as compensation for all services rendered in accordance with the AGREEMENT on the basis of the following compensation method as discussed in 5-5.10 of the BLR Manual.

Method of Compensation:

☐ Percent

☐ Lump Sum

☐ Specific Rate

☒ Cost plus Fixed Fee:

Fixed

Total Compensation = DL + DC + OH + FF

Where:

DL is the total Direct Labor,

DC is the total Direct Cost,

OH is the firm's overhead rate applied to their DL and

FF is the Fixed Fee.

Where $FF = (0.33 + R) DL + \%SubDL$, where R is the advertised Complexity Factor and %SubDL is 10% profit allowed on the direct labor of the subconsultants.

The Fixed Fee cannot exceed 15% of the DL + OH.

Field Office Overhead Rates: Field rates must be used for construction engineering projects expected to exceed one year in duration or if the construction engineering contract exceeds \$1,000,000 for any project duration.

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

III. IT IS MUTUALLY AGREED,

1. To maintain, for a minimum of 3 years after the completion of the contract, adequate books, records and supporting documents to verify the amount, recipients and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, records and supporting documents related to the contract shall be available for review and audit by the Auditor General, and the DEPARTMENT; the Federal Highways Administration (FHWA) or any authorized representative of the federal government, and to provide full access to all relevant materials. Failure to maintain the books, records and supporting documents required by this section shall establish a presumption in favor of the DEPARTMENT for the recovery of any funds paid by the DEPARTMENT under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.
2. That the ENGINEER shall be responsible for any and all damages to property or persons arising out of an error, omission and/or negligent act in the prosecution of the ENGINEER's work and shall indemnify and save harmless the LPA, the DEPARTMENT, and their officers, agents and employees from all suits, claims, actions or damages liabilities, costs or damages of any nature whatsoever resulting there from. These indemnities shall not be limited by the listing of any insurance policy. The LPA will notify the ENGINEER of any error or omission believed by the LPA to be caused by the negligence of the ENGINEER as soon as practicable after the discovery. The LPA reserves the right to take immediate action to remedy any error or omission if notification is not successful; if the ENGINEER fails to reply to a notification; or if the conditions created by the error or omission are in need of urgent correction to avoid accumulation of additional construction costs or damages to property and reasonable notice is not practicable.
3. This AGREEMENT may be terminated by the LPA upon giving notice in writing to the ENGINEER at the ENGINEER's last known post office address. Upon such termination, the ENGINEER shall cause to be delivered to the LPA all drawings, plats, surveys, reports, permits, agreements, soils and foundation analysis, provisions, specifications, partial and completed estimates and data

if any from soil survey and subsurface investigation with the understanding that all such materials becomes the property of the LPA. The LPA will be responsible for reimbursement of all eligible expenses incurred under the terms of this AGREEMENT up to the date of the written notice of termination.

4. In the event that the DEPARTMENT stops payment to the LPA, the LPA may suspend work on the project. If this agreement is suspended by the LPA for more than thirty (30) calendar days, consecutive or in aggregate, over the term of this AGREEMENT, the ENGINEER shall be compensated for all services performed and reimbursable expenses incurred prior to receipt of notice of suspension. In addition, upon the resumption of services the LPA shall compensate the ENGINEER, for expenses incurred as a result of the suspension and resumption of its services, and the ENGINEER's schedule and fees for the remainder of the project shall be equitably adjusted.
5. This AGREEMENT shall continue as an open contract and the obligations created herein shall remain in full force and effect until the completion of construction of any phase of professional services performed by others based upon the service provided herein. All obligations of the ENGINEER accepted under this AGREEMENT shall cease if construction or subsequent professional services are not commenced within 5 years after final payment by the LPA.
6. That the ENGINEER shall be responsible for any and all damages to property or persons arising out of an error, omission and/or negligent act in the prosecution of the ENGINEER's work and shall indemnify and have harmless the LPA, the DEPARTMENT, and their officers, employees from all suits, claims, actions or damages liabilities, costs or damages of any nature whatsoever resulting there from. These indemnities shall not be limited by the listing of any insurance policy.
7. The ENGINEER and LPA certify that their respective firm or agency:
 - (a) has not employed or retained for commission, percentage, brokerage, contingent fee or other considerations, any firm or person (other than a bona fide employee working solely for the LPA or the ENGINEER) to solicit or secure this AGREEMENT,
 - (b) has not agreed, as an express or implied condition for obtaining this AGREEMENT, to employ or retain the services of any firm or person in connection with carrying out the AGREEMENT or
 - (c) has not paid, or agreed to pay any firm, organization or person (other than a bona fide employee working solely for the LPA or the ENGINEER) any fee, contribution, donation or consideration of any kind for, or in connection with, procuring or carrying out the AGREEMENT.
 - (d) that neither the ENGINEER nor the LPA is/are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency,
 - (e) has not within a three-year period preceding the AGREEMENT been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.
 - (f) are not presently indicated for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (e) and
 - (g) has not within a three-year period preceding this AGREEMENT had one or more public transaction (Federal, State, local) terminated for cause or default.

Where the ENGINEER or LPA is unable to certify to any of the above statements in this clarification, an explanation shall be attached to this AGREEMENT.

8. In the event of delays due to unforeseeable causes beyond the control of and without fault or negligence of the ENGINEER no claim for damages shall be made by either party. Termination of the AGREEMENT or adjustment of the fee for the remaining services may be requested by either party if the overall delay from the unforeseen causes prevents completion of the work within six months after the specified completion date. Examples of unforeseen causes included but are not limited to: acts of God or a public enemy; acts of the LPA, DEPARTMENT < or other approving party not resulting from the ENGINEER's unacceptable services; fire; strikes; and floods.

If delays occur due to any cause preventing compliance with the PROJECT SCHEDULE, the ENGINEER shall apply in writing to the LPA for an extension of time. If approved, the PROJECT SCHEDULE shall be revised accordingly.

9. This certification is required by the Drug Free Workplace Act (30 ILCS 580). The Drug Free Workplace Act requires that no grantee or contractor shall receive a grant or be considered for the purpose of being awarded a contract for the procurement of any property or service from the DEPARTMENT unless that grantee or contractor will provide a drug free workplace. False certification or violation of the certification may result in sanctions including, but not limited to suspension of contract or grant payments, termination of a contract or grant and debarment of the contracting or grant opportunities with the DEPARTMENT for at least one (1) year but not more than (5) years.

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

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

(a) Publishing a statement:

- (1) Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the grantee's or contractor's workplace.
- (2) Specifying the actions that will be taken against employees for violations of such prohibition.
- (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
 - (a) abide by the terms of the statement; and
 - (b) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.

- (b) Establishing a drug free awareness program to inform employees about:
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's or contractor's policy to maintain a drug free workplace;
 - (3) Any available drug counseling, rehabilitation and employee assistance program; and
 - (4) The penalties that may be imposed upon an employee for drug violations.
- (c) Providing a copy of the statement required by subparagraph (a) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
- (d) Notifying the contracting or granting agency within ten (10) days after receiving notice under part (b) paragraph (3) of subsection (a) above from an employee or otherwise receiving actual notice of such conviction.
- (e) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program.
- (f) Assisting employees in selecting a course of action in the event drug counseling, treatment and rehabilitation is required and indicating that a trained referral team is in place.

Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act, the ENGINEER, LPA and the DEPARTMENT agree to meet the PROJECT SCHEDULE outlined in EXHIBIT B. Time is of the essence on this project and the ENGINEER's ability to meet the PROJECT SCHEDULE will be a factor in the LPA selecting the ENGINEER for future projects. The ENGINEER will submit progress reports with each invoice showing work that was completed during the last reporting period and work they expect to accomplish during the following period.

10. Due to the physical location of the project, certain work classifications may be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq).

11. For Construction Engineering Contracts:

- (a) That all services are to be furnished as required by construction progress and as determined by the LPA employee in Responsible Charge. The ENGINEER shall complete all services herein within a time considered reasonable to the LPA, after the CONTRACTOR has completed the construction contract.
- (b) That all field notes, test records and reports shall be turned over to and become the property of the LPA and that during the performance of the engineering services herein provided for, the ENGINEER shall be responsible for any loss or damage to the documents herein enumerated while they are in the ENGINEER's possession and any such loss or damage shall be restored at the ENGINEER's expense.
- (c) That any difference between the ENGINEER and the LPA concerning the interpretation of the provisions of this AGREEMENT shall be referred to a committee of disinterested parties consisting of one member appointed by the ENGINEER, one member appointed by the LPA, and a third member appointed by the two other members for disposition and that the committee's decision shall be final.
- (d) That in the event that engineering and inspection services to be furnished and performed by the LPA (including personnel furnished by the ENGINEER) shall, in the opinion of the STATE be incompetent employed on such work at the expense of the LPA.
- (e) Inspection of all materials when inspection is not provided at the sources by the STATE Central Bureau of Materials, and submit inspection reports to the LPA and STATE in accordance with the STATE Central Bureau of Materials "Project Procedures Guide" and the policies of the STATE.

AGREEMENT SUMMARY

Prime Consultant	TIN/FEIN/SS Number	Agreement Amount
Willett, Hofmann & Associates, Inc.	36-2600957	\$285,758.00

Subconsultants	TIN/FEIN/SS Number	Agreement Amount
- Testing Service Corporation	35-0937582	\$35,000.00
Subconsultant Total		\$35,000.00
Prime Consultant Total		\$285,758.00
Total for all work		\$320,758.00
Add Subconsultant		

AGREEMENT SIGNATURES

Executed by the LPA:

Attest: The

Local Public Agency Type	County
--------------------------	--------

 of

Name of Local Public Agency	Winnebago
-----------------------------	-----------

By

--

 Date

--

Name of Local Public Agency

Winnebago

 Local Public Agency Type

County

 Clerk

By

--

 Date

--

Title

--

(SEAL)

Executed by the ENGINEER:

Attest:

Consultant (Firm) Name	Willett, Hofmann & Associates, Inc.
------------------------	-------------------------------------

By

<i>Thomas W. Fork</i>

 Date

3/26/21

Title

Secretary

By

<i>Brian K. Conner</i>

 Date

03/26/2021

Title

President & General manager

APPROVED:

Regional Engineer, Department of Transportation

 Date

--

Local Public Agency

County

Section Number

Winnebago

Winnebago

16-00620-00-BR

EXHIBIT A
SCOPE OF SERVICES

To perform or be responsible for the performance of the engineering services for the LPA, in connection with the PROJECT herein before described and enumerated below

Construction Engineering for the rehabilitation of a four span (52'-6": 70'-8": 70'-8": 50'-0") steel girder bridge supporting a reinforced concrete deck on pile bent abutments and reinforced concrete pier.

Local Public Agency	County	Section Number
Winnebago	Winnebago	16-00620-00-BR

**EXHIBIT B
PROJECT SCHEDULE**

Start Date: 4/12/2021	End Date: 10/11/2022
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Local Public Agency

County

Section Number

Winnebago Co. Hwy. Dept.

Winnebago

16-00620-00-BR

Exhibit C
Direct Costs Check Sheet

List ALL direct costs required for this project. Those not listed on the form will not be eligible for reimbursement by the LPA on this project.

Item	Allowable	Quantity	Contract Rate	Total
<input type="checkbox"/> Lodging (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual cost (Up to state rate maximum)			
<input type="checkbox"/> Lodging Taxes and Fees (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual Cost			
<input type="checkbox"/> Air Fare	Coach rate, actual cost, requires minimum two weeks' notice, with prior IDOT approval			
<input type="checkbox"/> Vehicle Mileage (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to state rate maximum			
<input type="checkbox"/> Vehicle Owned or Leased	\$32.50/half day (4 hours or less) or \$65/full day			
<input type="checkbox"/> Vehicle Rental	Actual cost (Up to \$55/day)			
<input type="checkbox"/> Tolls	Actual cost			
<input type="checkbox"/> Parking	Actual cost			
<input checked="" type="checkbox"/> Overtime	Premium portion (Submit supporting documentation)	1	\$5,000.00	\$5,000.00
<input type="checkbox"/> Shift Differential	Actual cost (Based on firm's policy)			
<input type="checkbox"/> Overnight Delivery/Postage/Courier Service	Actual cost (Submit supporting documentation)			
<input type="checkbox"/> Copies of Deliverables/Myfars (In-house)	Actual cost (Submit supporting documentation)			
<input type="checkbox"/> Copies of Deliverables/Myfars (Outside)	Actual cost (Submit supporting documentation)			
<input type="checkbox"/> Project Specific Insurance	Actual Cost			
<input type="checkbox"/> Monuments (Permanent)	Actual Cost			
<input type="checkbox"/> Photo Processing	Actual Cost			
<input type="checkbox"/> 2-Way Radio (Survey or Phase III Only)	Actual Cost			
<input type="checkbox"/> Telephone Usage (Traffic System Monitoring Only)	Actual Cost			
<input type="checkbox"/> CADD	Actual cost (Max \$15/hour)			
<input type="checkbox"/> Web Site	Actual cost (Submit supporting documentation)			
<input type="checkbox"/> Advertisements	Actual cost (Submit supporting documentation)			
<input type="checkbox"/> Public Meeting Facility Rental	Actual cost (Submit supporting documentation)			
<input type="checkbox"/> Public Meeting Exhibits/Renderings & Equipment	Actual cost (Submit supporting documentation)			
<input type="checkbox"/> Recording Fees	Actual Cost			
<input type="checkbox"/> Transcriptions (specific to project)	Actual Cost			
<input type="checkbox"/> Courthouse Fees	Actual Cost			
<input type="checkbox"/> Storm Sewer Cleaning and Televising	Actual cost (Requires 2-3 quotes with IDOT approval)			
<input type="checkbox"/> Traffic Control and Protection	Actual cost (Requires 2-3 quotes with IDOT approval)			
<input type="checkbox"/> Aerial Photography and Mapping	Actual cost (Requires 2-3 quotes with IDOT approval)			
<input type="checkbox"/> Utility Exploratory Trenching	Actual cost (Requires 2-3 quotes with IDOT approval)			
<input type="checkbox"/> Testing of Soil Samples	Actual Cost			
<input type="checkbox"/> Lab Services	Actual Cost (Provide breakdown of each cost)			
<input type="checkbox"/> Equipment and/or Specialized Equipment Rental	Actual Cost (Requires 2-3 quotes with IDOT approval)			
<input type="checkbox"/>				
<input type="checkbox"/>				
<input type="checkbox"/>				
<input type="checkbox"/>				
<input type="checkbox"/>				
Total Direct Costs				\$5,000.00

Local Public Agency

County

Section Number

Winnebago Co. Hwy. Dept.

Winnebago

16-00620-00-BR

Exhibit D**Qualification Based Selection (QBS) Checklist**

The LPA must complete Exhibit D. If the value meets or will exceed the threshold in 50 ILCS 510, QBS requirements must be followed. Under the threshold, QBS requirements do not apply. The threshold is adjusted annually. If the value is under the threshold with federal funds being used, federal small purchase guidelines must be followed.

☐ Form Not Applicable (engineering services less than the threshold)

Items 1-13 are required when using federal funds and QBS process is applicable. Items 14-16 are required when using State funds and the QBS process is applicable.

		No	Yes
1	Do the written QBS policies and procedures discuss the initial administration (procurement, management and administration) concerning engineering and design related consultant services?	<input type="checkbox"/>	<input type="checkbox"/>
2	Do the written QBS policies and procedures follow the requirements as outlined in Section 5-5 and specifically Section 5-5.06 (e) of the BLRS Manual?	<input type="checkbox"/>	<input type="checkbox"/>
3	Was the scope of services for this project clearly defined?	<input type="checkbox"/>	<input type="checkbox"/>
4	Was public notice given for this project?	<input type="checkbox"/>	<input type="checkbox"/>
5	Do the written QBS policies and procedures cover conflicts of interest?	<input type="checkbox"/>	<input type="checkbox"/>
6	Do the written QBS policies and procedures use covered methods of verification for suspension and debarment?	<input type="checkbox"/>	<input type="checkbox"/>
7	Do the written QBS policies and procedures discuss the methods of evaluation?	<input type="checkbox"/>	<input type="checkbox"/>
Project Criteria		Weighting	
Add			
8	Do the written QBS policies and procedures discuss the method of selection?	<input type="checkbox"/>	<input type="checkbox"/>
Selection committee (titles) for this project			
Top three consultants ranked for this project in order			
1			
2			
3			
9	Was an estimated cost of engineering for this project developed in-house prior to contract negotiation?	<input type="checkbox"/>	<input type="checkbox"/>
10	Were negotiations for this project performed in accordance with federal requirements.	<input type="checkbox"/>	<input type="checkbox"/>
11	Were acceptable costs for this project verified?	<input type="checkbox"/>	<input type="checkbox"/>
12	Do the written QBS policies and procedures cover review and approving for payment, before forwarding the request for reimbursement to IDOT for further review and approval?	<input type="checkbox"/>	<input type="checkbox"/>
13	Do the written QBS policies and procedures cover ongoing and finalizing administration of the project (monitoring, evaluation, closing-out a contract, records retention, responsibility, remedies to violations or breaches to a contract, and resolution of disputes)?	<input type="checkbox"/>	<input type="checkbox"/>
14	QBS according to State requirements used?	<input type="checkbox"/>	<input type="checkbox"/>
15	Existing relationship used in lieu of QBS process?	<input type="checkbox"/>	<input type="checkbox"/>
16	LPA is a home rule community (Exempt from QBS).	<input type="checkbox"/>	<input type="checkbox"/>



EXHIBIT E
COST ESTIMATE OF CONSULTANT SERVICES WORKSHEET
FIXED RAISE

Local Public Agency	County	Section Number
Winnebago County Highway Depart	Winnebago	16-00620-00-BR
Consultant (Firm) Name	Prepared By	Date
Willett, Hofmann & Associates, Inc.	Brian K. Converse	3/24/2021

PAYROLL ESCALATION TABLE

CONTRACT TERM	18	MONTHS	OVERHEAD RATE	168.61%
START DATE	4/12/2021		COMPLEXITY FACTOR	0
RAISE DATE	4/1/2021		% OF RAISE	2.00%
END DATE	10/11/2022			

ESCALATION PER YEAR

Year	First Date	Last Date	Months	% of Contract
0	4/12/2021	4/1/2021	0	0.00%
1	4/2/2021	4/1/2022	12	68.00%
2	4/2/2022	10/1/2022	6	34.68%

The total escalation = 2.68%

BLR 05514 (Rev. 03/12/21)
Payroll Escalation

Local Public Agency	County	Section Number
Winnebago County Highway D	Winnebago	16-00620-00-BR

MAXIMUM PAYROLL RATE	78.00
ESCALATION FACTOR	2.68%

PAYROLL RATES

Exhibit E Cost Estimate of Consultant Services Worksheet Fixed Raise

[illegible]

Local Public Agency

County

Section Number

Winnebago County Highway Depart.

Winnebago

16-00620-00-BR

SUBCONSULTANTS

Exhibit E Cost Estimate of Consultant Services Worksheet Fixed Raise

[illegible]**Total**

35,000.00

3,500.00

Local Public Agency

Winnebago County Highway Depart.

County

Winnebago

Section Number

16-00620-00-BR

COST ESTIMATE WORKSHEET

Exhibit E Cost Estimate of Consultant Services Worksheet Fixed Raise

OVERHEAD RATE **168.61%**COMPLEXITY FACTOR **0**

TASK	STAFF HOURS	PAYROLL	OVERHEAD & FRINGE BENEFITS	DIRECT COSTS	FIXED FEE	SERVICES BY OTHERS	TOTAL	% OF GRAND TOTAL
Pre-Construction	48	2,464	4,154		813		7,431	2.32%
Resident Services	1720	72,236	121,797	5,000	23,838		222,871	69.48%
Construction Guidance	24	1,414	2,385		467		4,266	1.33%
Pay Estimates	40	1,583	2,669		522		4,774	1.49%
Shop Drawing Review	120	4,114	6,937		1,358		12,409	3.87%
Change Orders	40	1,583	2,669		522		4,774	1.49%
Project Record Drawings	68	2,224	3,750		734		6,708	2.09%
Quality Control and Material Testing	24	785	1,323		259	35,000	37,367	11.65%
Meeting & Administration	40	2,357	3,974		778		7,109	2.22%
Project Closeout	80	3,166	5,338		1,045		9,549	2.98%
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Subconsultant DL					3,500		3,500	1.09%
TOTALS	2204	91,926	154,996	5,000	33,836	35,000	320,758	100.00%

246,922

BLR 05514 (Rev. 03/12/21)
Cost Estimate Worksheet

Local Public Agency

Winnebago County Highway Depart.

County

Winnebago

Section Number

16-00620-00-BR

AVERAGE HOURLY PROJECT RATES

Exhibit E Cost Estimate of Consultants Services Worksheet Fixed Raise

SHEET 1 OF 2

PAYROLL CLASSIFICATION	AVG HOURLY RATES	TOTAL PROJ. RATES			Pre-Construction			Resident Services			Construction Guidance			Pay Estimates			Shop Drawing Review		
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Principal Engineering Mana	58.93	80.0	3.63%	2.14	16	33.33%	19.64				24	100.00%	58.93						
Engineering Manager	55.48	16.0	0.73%	0.40	16	33.33%	18.49												
Civil Engineer IV	44.04	1,360.0	61.71%	27.17				1360	79.07%	34.82									
Civil Engineer III	39.57	180.0	8.17%	3.23	16	33.33%	13.19							40	100.00%	39.57			
Technician IV	32.70	64.0	2.90%	0.95															
Technician III	31.57	24.0	1.09%	0.34															
Civil Engineering Intern II	34.28	480.0	21.78%	7.47				360	20.93%	7.18							120	100.00%	34.28
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TOTALS		2204.0	100%	\$41.71	48.0	100.00%	\$51.33	1720.0	100%	\$42.00	24.0	100%	\$58.93	40.0	100%	\$39.57	120.0	100%	\$34.28

Local Public Agency

Winnebago County Highway Depart.

County

Winnebago

Section Number

16-00620-00-BR

AVERAGE HOURLY PROJECT RATES

Exhibit E Cost Estimate of Consultant Services Worksheet Fixed Raise

SHEET 2 OF 2

PAYROLL CLASSIFICATION	AVG HOURLY RATES	Change Orders			Project Record Drawings			Quality Control and Material Testing			Meeting & Administration			Project Closeout					
		Hours	% Part.	Wgt'd Avg	Hours	% Part.	Wgt'd Avg	Hours	% Part.	Wgt'd Avg	Hours	% Part.	Wgt'd Avg	Hours	% Part.	Wgt'd Avg	Hours	% Part.	Wgt'd Avg
Principal Engineering Manager	58.93										40	100.00%	58.93						
Engineering Manager	55.48																		
Civil Engineer IV	44.04																		
Civil Engineer III	39.57	40	100.00%	39.57	4	5.88%	2.33							80	100.00%	39.57			
Technician IV	32.70				40	58.82%	19.24	24	100.00%	32.70									
Technician III	31.57				24	35.29%	11.14												
Civil Engineering Intern II	34.28																		
TOTALS		40.0	100%	\$39.57	68.0	100%	\$32.71	24.0	100%	\$32.70	40.0	100%	\$58.93	80.0	100%	\$39.57	0.0	0%	\$0.00

EXHIBIT F

February 1, 2021

Mr. Brian Converse, P.E., S.E.
Willett, Hofmann & Associates, Inc.
809 East Second Street
Dixon, IL 61021-0367



TESTING SERVICE CORPORATION

Local Office

2235 23rd Avenue, Rockford, IL 61104-7334
815.394.2562 • Fax 815.394.2566

Corporate Office

360 South Main Place, Carol Stream, IL 60188-2404
630.462.2600

RE: P.N. 66,324
Construction Material Engineering
Alpine Road Bridge over Forest Hills Road
Contract No. 85704; Section 16-00620-00-BR; Job No. C-92-034-20
F.A.P. 412; Project 7K29(857); Structure No. 101-3068
Winnebago County, Illinois

Dear Mr. Converse:

Per your e-mail and verbal requests on January 28 and 29, 2021, Testing Service Corporation (TSC) is pleased to submit this proposal to provide the Construction Materials Engineering Services that will be requested by you for the above-referenced project. The broad objectives of our work will be to perform Quality Assurance (QA) testing of Hot-Mix Asphalt (HMA) and report our findings as directed by the Willett, Hofmann & Associates, Inc. (WHA).

To schedule a Technician please call 815-394-2562 or e-mail jmartin@tsccorp.com.

TSC is staffed and equipped to provide any of the following services that may be ordered by you:

- **Field Quality Control Services**
 - Observe proof-rolling operations.
 - Recommend amount of undercut using IDOT cone penetrometer procedure.
 - Perform in-place density tests on engineered fill/backfill and granular base course.
 - Test plastic concrete for slump, air content, temperature, unit weight and cast test cylinders.
 - Establish rolling pattern for Hot-Mix Asphalt (HMA) pavement mix with nuclear density gauge and perform QA nuclear density tests on new HMA pavement materials.
 - Pickup samples in the field for laboratory tests.
- **Bituminous Concrete Batch Plant Quality Assurance Services**
 - Daily hot bin and extraction analysis.
 - Sampling and testing of stockpile materials.
 - Check and adjust mixing formulas, as necessary.
 - Check temperatures of bitumen, drum and final mix.
 - Mold Marshall samples and check for stability and flow or determine density of Prepared (HMA) specimen by means of Gyratory Compactor.
 - Other tests as required by current IDOT procedures guide.
- **Portland Cement Concrete Batch Plant Quality Assurance Services**
 - Verify that current IDOT mix design is being used.
 - Check moisture content of fine aggregate.
 - Perform sieve analysis on stockpiled materials, as required by IDOT criteria.
 - Check the slump, air and temperature of final mix.
 - Other tests, as required by current IDOT procedure guide.

- **Laboratory**

- Perform laboratory compaction curve for each soil type used.
- Determine density and thickness for core samples submitted by contractor.
- Aggregate gradation and soundness analysis.
- Perform compressive and flexural strength tests for concrete cylinders and beams.
- Other tests, as required.

- **QA Manager Services**

- Review test results performed by our technicians in accordance with IDOT specification.
- Monitor and schedule site visits to test a minimum of 20% of the total quantities for HMA and PCC mixes.
- Complete the necessary paperwork for PCC and HMA testing and electronically submit them to IDOT and your office.

TSC's field technicians are represented by Local 150 of the International Union of Operating Engineers. Supervision of the testing, observation, and reporting is provided by a Registered Professional Engineer. Reports will generally be issued on a weekly basis as work progresses. Invoices will be issued monthly, subsequent to the reporting period.

A budget amount of Thirty Five Thousand Dollars (\$35,000.00) is recommended for your project. This estimate is based on a review of the project plans provided by WHA and prior experience on similar projects. Please note that this amount is only an estimate. TSC's itemized estimate is included in the "Assumptions and Estimated Fee" portion of this proposal. Also, please note that a contractor's schedule was not available as yet for us to review. Factors such as weather and contractor efficiency and deviations from minimum testing and observation requirements may significantly impact the CME budget. Our rates noted in the proposal are in accordance with our current fee schedule.

The Services performed by TSC under this proposal are now subject to prevailing wage regulations under Illinois law. Prevailing wage rates are established in June by the State of Illinois. Should the established wage be changed between the time of this proposal and the time of work, it will be necessary to revise this proposal so that the rates required by law are properly reflected. Prevailing wage categories are defined as follows:

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

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

TSC's fees include TSC's services being performed subject to the attached General Conditions which are incorporated herein. Unless we receive written instructions to the contrary, invoices will be sent to:

Mr. Brian Converse, P.E., S.E.
Willett, Hofmann & Associates, Inc.
809 East Second Street
Dixon, IL 61021-0367
Tel: (815) 284-3381
Email: bconverse@willetthofmann.com

Alpine Road over Forest Hills Road, Contract No. 85704 -- Winnebago County, Illinois
Proposal #66,324 -- February 1, 2021

When completing the attached project data form, kindly indicate who is to receive copies of TSC's report and other project data. Your consideration of our proposal is appreciated. We look forward to being of service to you on this project.

Respectfully Submitted,

TESTING SERVICE CORPORATION




Jeffrey L. Martin, P.E.
Rockford Branch Manager

JLM/rb

Enc: General Conditions
Project Data Sheet

Approved and accepted for Willett, Hofmann & Associates, Inc. by:



(NAME)
President & General Manager

(TITLE)
2/2/2021

(DATE)

SCHEDULE OF FEES

CONSTRUCTION MATERIALS ENGINEERING SERVICES

ITEM I FIELD SERVICES

- | | | |
|----|-------------------------------|---------------------|
| A. | Material Tester I | Per Hour: \$ 110.00 |
| B. | Material Tester II | Per Hour: \$ 112.00 |
| C. | Transportation, Light Vehicle | Per Trip: \$ 50.00 |

The time is portal-to-portal from the office servicing the project.
Increase hourly rate by 1.5 for over 8.0 hours per day on Saturday.
Increase hourly rate by 1.7 for Sunday or Holiday work.
The minimum trip charge for 0 to 4 hours is four (4) hours and for
4 to 8 hours is eight (8) hours Monday through Friday and eight (8)
hours on Saturday and Sunday.

Engineering services for summary report preparation are invoiced
at the Graduate Engineer Rate.

- | | | |
|----|---|---------------------|
| D. | Use of Nuclear Moisture/Density Gauge | Per Day: \$ 50.00 |
| E. | Pickup Concrete Test Samples | |
| | 1. Fewer than 20 Cylinders at Grade Level | Per Trip: \$ 100.00 |
| | 2. 20 or more Cylinders or Cylinders in Basement or on
Elevated Deck or Concrete Beams | Per Trip: \$ 150.00 |
| F. | Structural Steel Test Equipment | |
| | 1. Ultrasonic Flaw Detector | Per Day: \$ 50.00 |
| | 2. Magnetic Particle Yoke | Per Day: \$ 35.00 |
| G. | Fire-Proofing | |
| | 1. Cohesion Test Supplies | Per Day: \$ 60.00 |
| | 2. Density Test | Each: \$ 45.00 |

ITEM II LABORATORY SERVICES

A. Soils

- | | | |
|----|--|-----------------|
| 1. | Compaction Curve to establish the Maximum Dry Unit
weight and optimum water content | |
| | a. Modified (AASHTO T180, ASTM D1557) | Each: \$ 210.00 |
| | b. Standard (AASHTO T99, ASTM D698) | Each: \$ 200.00 |

Alpine Road over Forest Hills Road, Contract No. 85704 – Winnebago County, Illinois
 Proposal #66,324 – February 1, 2021

c. Add for Methods B, C, or D	Each: \$	20.00
2. Thin-Walled Tube Samples		
a. Combined Water Content & Dry Unit Weight Determination	Each: \$	20.00
b. Unconfined Compressive Strength	Each: \$	20.00
B. Portland Cement Concrete/Aggregates		
1. Concrete Test Cylinders (4"x8")		
a. Compressive Strength	Each: \$	16.00
b. Spares/Handling Charge	Each: \$	16.00
c. Trim End of Specimen When Necessary	Additional: \$	10.00
2. Concrete Test Cylinders (6"x12")		
a. Compressive Strength	Each: \$	19.00
b. Spares/Handling Charge	Each: \$	19.00
c. Trim End of Specimen When Necessary	Additional: \$	10.00
3. Concrete Beams for Flexural Strength Testing	Each: \$	50.00
4. Mortar Cubes		
a. Compressive Strength	Each: \$	19.00
b. 2" Cube Mold	Per Day: \$	8.00
5. Contractor Made Cylinders	Each: \$	30.00
a. Trim End of Specimen When Necessary	Additional: \$	10.00
6. Evaluation of Mortars for Plain & Reinforced Masonry		
a. Pre-Construction	Each: \$	350.00
b. Cement/Aggregate Ratio	Each: \$	50.00
7. Masonry Block Prisms	Each: \$	50.00
8. Sieve Analysis		
a. Washed w/200 Sieve	Each: \$	100.00
b. Unwashed	Each: \$	75.00
C. Bituminous Concrete		
1. Extraction Analysis		
a. Unwashed	Each: \$	210.00
b. Washed	Each: \$	230.00
2. Compaction of Bituminous Mixture by Gyratory Methods and Bulk Specific Gravity Test	Set of Two \$	210.00
3. Theoretical Maximum Specific Gravity of Paving Mixture	Each: \$	100.00

Alpine Road over Forest Hills Road, Contract No. 85704 -- Winnebago County, Illinois
Proposal #66,324 -- February 1, 2021

- | | |
|--|-----------------|
| 4. Determining Asphalt Content by Ignition Oven: | Each: \$ 110.00 |
| 5. Determining Asphalt Content by Ignition Oven
and Washed Gradation: | Each: \$ 200.00 |
| 6. Bulk Density of Core Specimens | Each: \$ 50.00 |

ITEM III CONSULTATION AND REPORT PREPARATION

- | | |
|--|---------------------|
| A. Registered Professional Engineer, Principal | Per Hour: \$ 200.00 |
| B. Registered Professional Engineer | Per Hour: \$ 175.00 |
| C. Graduate Civil Engineer | Per Hour: \$ 150.00 |
| D. Daily Engineering Services | Per Hour: \$ 150.00 |
| E. Transportation | |
| 1. Light Vehicle | Per Trip: \$ 50.00 |
| 2. Public Transportation | Cost + 10% |

The above rates are valid for this project through December 31, 2021.

ASSUMPTIONS & ESTIMATED FEE

The following estimate is based on our current cost structure for this project and a review of the project plans/specifications.

Earth Excavation / Aggregate Base Course / Trench Backfill					
Item No.	ITEMS	Unit	Quantity	Unit Price	Amount
1	Material Tester II	Hour	36	112.00	\$ 4,032.00
2	Material Tester II (Overtime)	Hour		168.00	\$ 0.00
3	Transportation, Light Vehicle	Trip	9	50.00	\$ 450.00
4	Nuclear Moisture Density Gauge	Day	9	50.00	\$ 450.00
5	Soil, Water Content and Dry Unit Weight Determination	Each		20.00	\$ 0.00
6	Laboratory Compaction Curve Soil (Standard)	Each	3	220.00	\$ 660.00
7	Sieve Analysis, Aggregate	Each	2	100.00	\$ 200.00
Subtotal					\$ 5,792.00

Estimate Basis – Estimate nine (9), 4-hour trips for testing subgrade, aggregate base course and backfill materials.

Portland Cement Concrete/Plant					
Item No.	ITEMS	Unit	Quantity	Unit Price	Amount
1	Material Tester II	Hour	24	112.00	\$ 2,688.00
2	Material Tester II (Overtime)	Hour		168.00	\$ 0.00
3	Transportation, Light Vehicle	Trip	4	50.00	\$ 200.00
4	Pickup Test Samples	Each		100.00	\$ 0.00
5	Concrete Test Cylinders (6" x 12")	Each		19.00	\$ 0.00
6	Concrete Test Cylinders (4" x 8")	Each		16.00	\$ 0.00
7	Sieve Analysis, Aggregate	Each		75.00	\$ 0.00
8	Sieve Analysis with #200 Wash	Each	4	100.00	\$ 400.00
9	Density of Core Sample	Each		50.00	\$ 0.00
Subtotal					\$ 3,288.00

Estimate Basis - Estimate two (2), 4-hour trips and two (2), 8-hour trips for QA sampling of PCC mix materials and proportioning at plant.

Alpine Road over Forest Hills Road, Contract No. 85704 – Winnebago County, Illinois
 Proposal #66,324 – February 1, 2021

Portland Cement Concrete/Field					
Item No.	ITEMS	Unit	Quantity	Unit Price	Amount
1	Material Tester I	Hour	116	110.00	\$ 12,760.00
2	Material Tester I (Overtime)	Hour		165.00	\$ 0.00
3	Transportation, Light Vehicle	Trip	22	50.00	\$ 1,100.00
4	Pickup Test Samples	Each	20	100.00	\$ 2,000.00
5	Concrete Test Cylinders (6" x 12")	Each	104	19.00	\$ 1,976.00
6	Concrete Test Cylinders (4" x 8")	Each		16.00	\$ 0.00
7	Sieve Analysis, Aggregate	Each		75.00	\$ 0.00
8	Sieve Analysis with #200 Wash	Each		100.00	\$ 0.00
9	Density of Core Sample	Each		50.00	\$ 0.00
Subtotal					\$ 17,836.00

Estimate Basis – Estimate fifteen (15), 4-hour trips and seven (7), 8-hour trips for QA sampling and testing of PCC in the field.

Bituminous Concrete/Plant					
Item No.	ITEMS	Unit	Quantity	Unit Price	Amount
1	Material Tester II	Hour	8	112.00	\$ 896.00
2	Material Tester II (Overtime)	Hour		168.00	\$ 0.00
3	Transportation, Light Vehicle	Trip	2	50.00	\$ 100.00
4	Pickup Test Samples	Each		100.00	\$ 0.00
5	Nuclear Moisture Density Gauge	Day		50.00	\$ 0.00
6	Bituminous Concrete Extraction Analysis	Each	3	230.00	\$ 690.00
7	Compaction of Bituminous Mixture by Gyrotory Methods and Bulk Specific Gravity Test	Set of Two	3	210.00	\$ 630.00
8	Theoretical Maximum Specific Gravity of Paving Mixture	Each	3	100.00	\$ 300.00
Subtotal					\$ 2,616.00

Estimate Basis - Estimate two (2), 4-hour trips for QA sampling of HMA binder and surface mixes at plant.

Alpine Road over Forest Hills Road, Contract No. 85704 – Winnebago County, Illinois
 Proposal #66,324 – February 1, 2021

Bituminous Concrete/Field					
Item No.	ITEMS	Unit	Quantity	Unit Price	Amount
1	Material Tester I	Hour	12	110.00	\$ 1,320.00
2	Material Tester I (Overtime)	Hour		165.00	\$ 0.00
3	Transportation, Light Vehicle	Trip	3	50.00	\$ 150.00
4	Pickup Test Samples	Each		100.00	\$ 0.00
5	Nuclear Moisture Density Gauge	Day	3	50.00	\$ 150.00
6	Bituminous Concrete Extraction Analysis	Each		230.00	\$ 0.00
7	Compaction of Bituminous Mixture by Gyratory Methods and Bulk Specific Gravity Test	Set of Two		210.00	\$ 0.00
8	Density of Core Samples	Each		50.00	\$ 0.00
Subtotal					\$ 1,620.00

Estimate Basis – Estimate three (3), 4-hour trips for QA density testing of HMA binder and surface courses.

Project Coordination & Report Preparation					
Item No.	ITEMS	Unit	Quantity	Unit Price	Amount
1	Project Engineer	Hour		150.00	\$ 0.00
2	QA Manager	Hour	24.5	150.00	\$ 3,675.00
Subtotal					\$ 3,675.00

TSC's base fee schedule includes up to three copies of each report.

Estimated Total: \$ 34,827.00

RECOMMENDED BUDGET: \$ 35,000.00



TESTING SERVICE CORPORATION

GENERAL CONDITIONS Geotechnical and Construction Services

1. PARTIES AND SCOPE OF WORK: If Client is ordering the services on behalf of another, Client represents and warrants that Client is the duly authorized agent of said party for the purpose of ordering and directing said services, and in such case the term "Client" shall also include the principal for whom the services are being performed. Prices quoted and charged by TSC for its services are predicated on the conditions and the allocations of risks and obligations expressed in these General Conditions. Unless otherwise stated in writing, Client assumes sole responsibility for determining whether the quantity and the nature of the services ordered by Client are adequate and sufficient for Client's intended purpose. Unless otherwise expressly assumed in writing, TSC's services are provided exclusively for Client. TSC shall have no duty or obligation other than those duties and obligations expressly set forth in this Agreement. TSC shall have no duty to any third party. Client shall communicate these General Conditions to each and every party to whom the Client transmits any report prepared by TSC. Ordering services from TSC shall constitute acceptance of TSC's proposal and these General Conditions.

2. SCHEDULING OF SERVICES: The services set forth in this Agreement will be accomplished in a timely and workmanlike manner. If TSC is required to delay any part of its services to accommodate the requests or requirements of Client, regulatory agencies, or third parties, or due to any cause beyond its reasonable control, Client agrees to pay such additional charges, if any, as may be applicable.

3. ACCESS TO SITE: TSC shall take reasonable measures and precautions to minimize damage to the site and any improvements located thereon as a result of its services or the use of its equipment; however, TSC has not included in its fee the cost of restoration of damage which may occur. If Client desires or requires TSC to restore the site to its former condition, TSC will, upon written request, perform such additional work as is necessary to do so and Client agrees to pay to TSC the cost thereof plus TSC's normal markup for overhead and profit.

4. CLIENT'S DUTY TO NOTIFY ENGINEER: Client represents and warrants that Client has advised TSC of any known or suspected hazardous materials, utility lines and underground structures at any site at which TSC is to perform services under this Agreement. Unless otherwise agreed in writing, TSC's responsibility with respect to underground utility locations is to contact the Illinois Joint Utility Locating Information for Excavators for the location of public, but not private, utilities.

5. DISCOVERY OF POLLUTANTS: TSC's services shall not include investigation for hazardous materials as defined by the Resource Conservation Recovery Act, 42 U.S.C. § 6901, et seq., as amended ("RCRA") or by any state or Federal statute or regulation. In the event that hazardous materials are discovered and identified by TSC, TSC's sole duty shall be to notify Client.

6. MONITORING: If this Agreement includes testing construction materials or observing any aspect of construction of improvements, Client's construction personnel will verify that the pad is properly located and sized to meet Client's projected building loads. Client shall cause all tests and inspections of the site, materials and work to be timely and properly performed in accordance with the plans, specifications, contract documents, and TSC's recommendations. No claims for loss, damage or injury shall be brought against TSC unless all tests and inspections have been so performed and unless TSC's recommendations have been followed.

TSC's services shall not include determining or implementing the means, methods, techniques or procedures of work done by the contractor(s) being monitored or whose work is being tested. TSC's services shall not include the authority to accept or reject work or to in any manner supervise the work of any contractor. TSC's services or failure to

perform same shall not in any way operate or excuse any contractor from the performance of its work in accordance with its contract. "Contractor" as used herein shall include subcontractors, suppliers, architects, engineers and construction managers.

Information obtained from borings, observations and analyses of sample materials shall be reported in formats considered appropriate by TSC unless directed otherwise by Client. Such information is considered evidence, but any inference or conclusion based thereon is, necessarily, an opinion also based on engineering judgment and shall not be construed as a representation of fact. Subsurface conditions may not be uniform throughout an entire site and ground water levels may fluctuate due to climatic and other variations. Construction materials may vary from the samples taken. Unless otherwise agreed in writing, the procedures employed by TSC are not designed to detect intentional concealment or misrepresentation of facts by others.

7. DOCUMENTS AND SAMPLES: Client is granted an exclusive license to use findings and reports prepared and issued by TSC and any sub-consultants pursuant to this Agreement for the purpose set forth in TSC's proposal provided that TSC has received payment in full for its services. TSC and, if applicable, its sub-consultant, retain all copyright and ownership interests in the reports, boring logs, maps, field data, field notes, laboratory test data and similar documents, and the ownership and freedom to use all data generated by it for any purpose. Unless otherwise agreed in writing, test specimens or samples will be disposed immediately upon completion of the test. All drilling samples or specimens will be disposed sixty (60) days after submission of TSC's report.

8. TERMINATION: TSC's obligation to provide services may be terminated by either party upon (7) seven days prior written notice. In the event of termination of TSC's services, TSC shall be compensated by Client for all services performed up to and including the termination date, including reimbursable expenses. The terms and conditions of these General Conditions shall survive the termination of TSC's obligation to provide services.

9. PAYMENT: Client shall be invoiced periodically for services performed. Client agrees to pay each invoice within thirty (30) days of its receipt. Client further agrees to pay interest on all amounts invoiced and not paid or objected to in writing for valid cause within sixty (60) days at the rate of twelve (12%) per annum (or the maximum interest rate permitted by applicable law, whichever is the lesser) until paid and TSC's costs of collection of such accounts, including court costs and reasonable attorney's fees.

10. WARRANTY: TSC's professional services will be performed, its findings obtained and its reports prepared in accordance with these General Conditions and with generally accepted principles and practices. In performing its professional services, TSC will use that degree of care and skill ordinarily exercised under similar circumstances by members of its profession. In performing physical work in pursuit of its professional services, TSC will use that degree of care and skill ordinarily used under similar circumstances. This warranty is in lieu of all other warranties or representations, either express or implied. Statements made in TSC reports are opinions based upon engineering judgment and are not to be construed as representations of fact.

Should TSC or any of its employees be found to have been negligent in performing professional services or to have made and breached any express or implied warranty, representation or contract, Client, all parties claiming through Client and all parties claiming to have in any way relied upon TSC's services or work agree that the maximum aggregate amount of damages for which TSC, its officers, employees and agents shall be liable is limited to \$50,000 or the total amount of the fee paid to TSC for its services performed with respect to the project, whichever amount is greater.

In the event Client is unwilling or unable to limit the damages for which TSC may be liable in accordance with the provisions set forth in the preceding paragraph, upon written request of Client received within five days of Client's acceptance of TSC's proposal together with payment of an additional fee in the amount of 5% of TSC's estimated cost for its services (to be adjusted to 5% of the amount actually billed by TSC for its services on the project at time of completion), the limit on damages shall be increased to \$500,000 or the amount of TSC's fee, whichever is the greater. This charge is not to be construed as being a charge for insurance of any type, but is increased consideration for the exposure to an award of greater damages.

11. INDEMNITY: Subject to the provisions set forth herein, TSC and Client hereby agree to indemnify and hold harmless each other and their respective shareholders, directors, officers, partners, employees, agents, subsidiaries and division (and each of their heirs, successors, and assigns) from any and all claims, demands, liabilities, suits, causes of action, judgments, costs and expenses, including reasonable attorneys' fees, arising, or allegedly arising, from personal injury, including death, property damage, including loss of use thereof, due in any manner to the negligence of either of them or their agents or employees or independent contractors. In the event both TSC and Client are found to be negligent or at fault, then any liability shall be apportioned between them pursuant to their pro rata share of negligence or fault. TSC and Client further agree that their liability to any third party shall, to the extent permitted by law, be several and not joint. The liability of TSC under this provision shall not exceed the policy limits of insurance carried by TSC. Neither TSC nor Client shall be bound under this indemnity agreement to liability determined in a proceeding in which it did not participate represented by its own independent counsel. The indemnities provided hereunder shall not terminate upon the termination or expiration of this Agreement, but may be modified to the extent of any waiver of subrogation agreed to by TSC and paid for by Client.

12. SUBPOENAS: TSC's employees shall not be retained as expert witnesses except by separate, written agreement. Client agrees to pay TSC pursuant to TSC's then current fee schedule for any TSC employee(s) subpoenaed by any party as an occurrence witness as a result of TSC's services.

13. OTHER AGREEMENTS: TSC shall not be bound by any provision or agreement (i) requiring or providing for arbitration of disputes or controversies arising out of this Agreement or its performance, (ii) wherein TSC waives any rights to a mechanics lien or surety bond claim; (iii) that conditions TSC's right to receive payment for its services upon payment to Client by any third party or (iv) that requires TSC to indemnify any party beyond its own negligence. These General Conditions are notice, where required, that TSC shall file a lien whenever necessary to collect past due amounts. This Agreement contains the entire understanding between the parties. Unless expressly accepted by TSC in writing prior to delivery of TSC's services, Client shall not add any conditions or impose conditions which are in conflict with those contained herein, and no such additional or conflicting terms shall be binding upon TSC. The unenforceability or invalidity of any provision or provisions shall not render any other provision or provisions unenforceable or invalid. This Agreement shall be construed and enforced in accordance with the laws of the State of Illinois. In the event of a dispute arising out of or relating to the performance of this Agreement, the breach thereof or TSC's services, the parties agree to try in good faith to settle the dispute by mediation under the Construction Industry Mediation Rules of the American Arbitration Association as a condition precedent to filing any demand for arbitration, or any petition or complaint with any court. Paragraph headings are for convenience only and shall not be construed as limiting the meaning of the provisions contained in these General Conditions.

PROJECT DATA SHEET



TESTING SERVICE CORPORATION

General Information: _____

Project Name: _____

Project Address: _____

City/State/Zip: _____

County: _____

Project Manager: _____

Email: _____

Telephone: _____

Site Contact: _____

Email: _____

Telephone: _____

Send Invoice to: _____

Purchase Order Number: _____

Attention: _____

Company: _____

Address: _____

City/State/Zip: _____

Email: _____

Telephone: _____

Cell Phone: _____

IMPORTANT NOTES: _____

Completed by: _____

Signature: _____

Name: _____

Date: _____

Distribute Reports as Follows:

Name: _____

Company: _____

Address: _____

City/State/Zip: _____

Email: _____

Telephone: _____

Cell Phone: _____

Name: _____

Company: _____

Address: _____

City/State/Zip: _____

Email: _____

Telephone: _____

Name: _____

Company: _____

Address: _____

City/State/Zip: _____

Email: _____

Telephone: _____

Name: _____

Company: _____

Address: _____

City/State/Zip: _____

Email: _____

Telephone: _____



Resolution for Improvement Under the Illinois Highway Code



Is this project a bondable capital improvement?

☒ Yes ☐ No

Resolution Type

Supplemental

Resolution Number

Section Number

16-00620-00-BR

BE IT RESOLVED, by the Board

of the County

Governing Body Type

Local Public Agency Type

of Winnebago

Name of Local Public Agency

Illinois that the following described street(s)/road(s)/structure be improved under

the Illinois Highway Code. Work shall be done by Contract

Contract or Day Labor

For Roadway/Street Improvements:

Name of Street(s)/Road(s)	Length (miles)	Route	From	To

For Structures:

Name of Street(s)/Road(s)	Existing Structure No.	Route	Location	Feature Crossed
Alpine Road	1-1-3068	FAP 412	City of Loves Park	Forest Hills Rd. FAU 5146

BE IT FURTHER RESOLVED,

1. That the proposed improvement shall consist of

Construction and construction engineering services for the rehabilitation of the Alpine Road Bridge over Forest Hills Road.

Funds are to be appropriated from the Rebuild Illinois (RBI) grant fund.

2. That there is hereby appropriated the sum of four hundred and fifty thousand

Dollars (\$450,000.00) for the improvement of

said section from the Local Public Agency's allotment of Motor Fuel Tax funds.

BE IT FURTHER RESOLVED, that the Clerk is hereby directed to transmit four (4) certified originals of this resolution to the district office of the Department of Transportation.

I, Lori Gunmow

County

Clerk in and for said County

Name of Clerk

Local Public Agency Type

Local Public Agency Type

of Winnebago

Name of Local Public Agency

in the State aforesaid, and keeper of the records and files thereof, as provided by

statute, do hereby certify the foregoing to be a true, perfect and complete original of a resolution adopted by

Board

of Winnebago

at a meeting held on April 22, 2021

Governing Body Type

Name of Local Public Agency

Date

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this _____ day of _____

Day

Month, Year

(SEAL)

Clerk Signature

Date

--	--

Approved

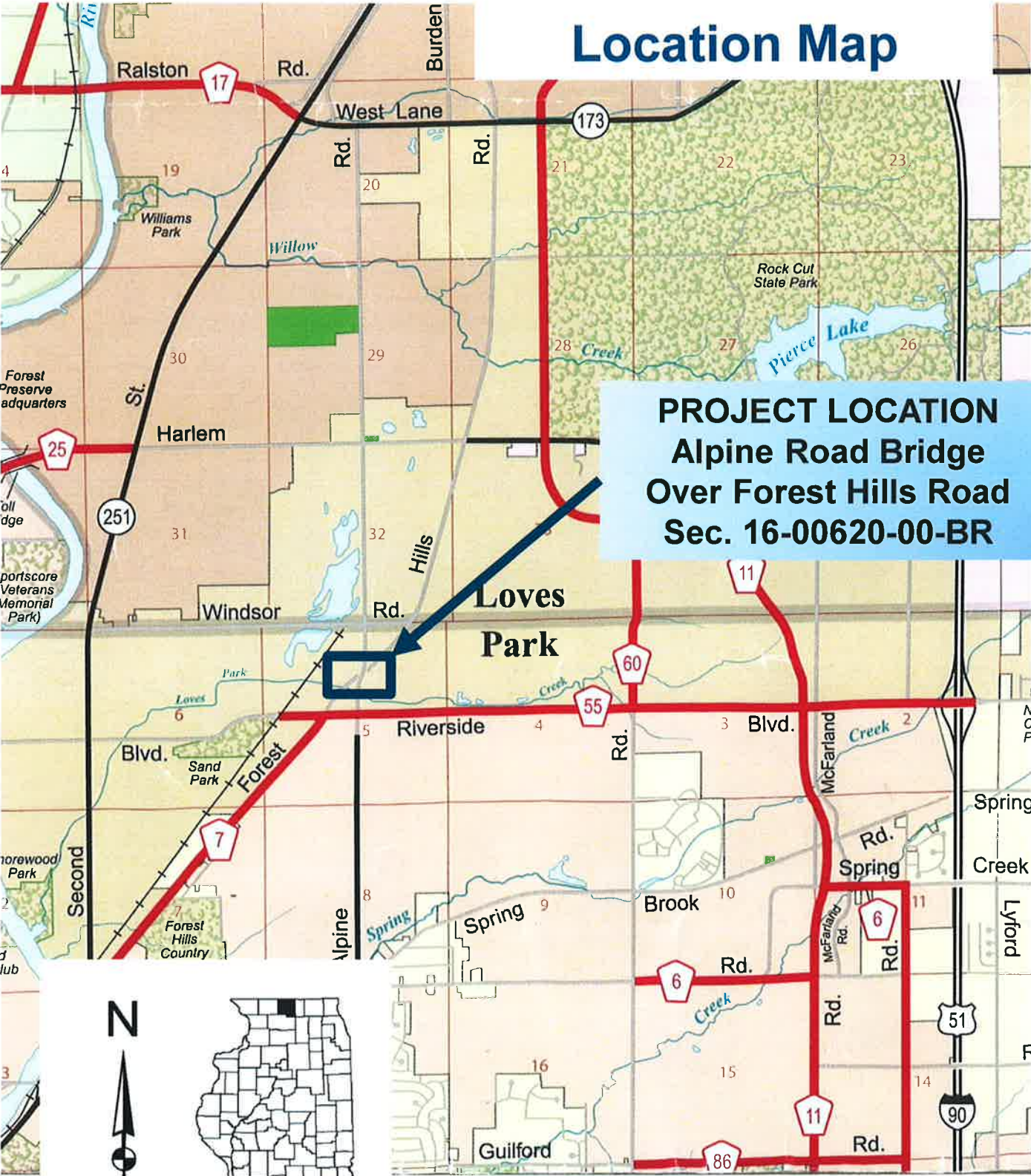
Regional Engineer

Department of Transportation

Date

--	--

Location Map





Resolution Executive Summary

Prepared By: Winnebago County Highway Department

Committee: Public Works Committee

Committee Date: April 13, 2021

Resolution Title: Rescinding Resolution #21-005 and Awarding Bids for Mowing and Vegetation Control

County Code: PWC Resolution #21-010

Board Meeting Date: April 22, 2021

Budget Information:

Was item budgeted? Yes
Appropriation Amount: \$ 26,475 (2021), \$26,475 (2022)
If not, explain funding source:
ORG/OBJ/Project Code: 464-43736 Budget Impact: \$26,475 in FY 2021

Background Information: This is for mowing and maintaining grass and landscape medians on miscellaneous county highways. It also includes vegetation control and spraying for weeds on concrete medians and around guard rails. Please note that the County Board had awarded these bids in April to a Contractor who later withdrew from consideration.

Recommendation: We propose award to the second low bidders.

Contract/Agreement:

Contracts will be signed after approval of award by the County Board

Legal Review:

by the State Attorney's office

Follow-Up:

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

Sponsored by: David Tassoni
Submitted by: Public Works Committee

2021 CR

RESCINDING RESOLUTION # 21-005 (PREVIOUSLY AWARDED BIDS)
AND
AWARDING BIDS FOR MOWING AND VEGETATION CONTROL

WHEREAS, the Code of Ordinances for the County of Winnebago, Illinois, provides as in Section 2-357 (b) (1), Conditions for use. All procurements whose value equals or exceeds the competitive bidding threshold of \$25,000.00 shall be awarded by competitive sealed bidding in accordance with this section except as otherwise provided in 2-357(c) (Request for Proposals), 2-357(d) (Professional Services), 2-357(e) (Sole-Source), 2-357(f) (Emergency Procurements), 2-357(g) (Cooperative Joint Purchasing) or as provided by state statute; and

WHEREAS, competitive bids were received on March 8, 2021 for Mowing and Vegetation Control; and

WHEREAS, the County Board previously awarded on March 25, 2021 by Resolution # 21-005 to the low bidder Marbros Co. for Mowing, Vegetation Control and Mulch; and also awarded to Marbros Co. for Weed Control/Spraying; and

WHEREAS, the Winnebago County Purchasing Department received email notification from Marbros Co. on March 26, 2021 officially withdrawing their awarded bids; and

WHEREAS, the Public Works Committee of the County Board for the County of Winnebago, Illinois has reviewed the bids shown in the attached Exhibit "A" for the aforementioned item(s) and recommends awarding the bids to the next low bidder as follows:

Mowing, Vegetation Control and Mulch:

B.L. Wellwood	\$ 14,625 (2021 season)
1922 7 th Street.	\$ 14,625 (2022 season)
Rockford, IL 61104	

Weed Control/Spraying:

Forever Green	\$ 11,850 (2021 season)
4661 Byron Drive.	\$ 11,850 (2022 season)
Loves Park, IL 61111	

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

46400 – 43736

NOW, THEREFORE, BE IT RESOLVED, by the County Board of the County of Winnebago, Illinois to rescind the previously awarded bids to Marbros Co. by Resolution #21-005; and

NOW, THEREFORE, BE IT RESOLVED, by the County Board of the County of Winnebago, Illinois that contracts be issued to:

B.L. Wellwood in the amount of \$14,625 for the 2021 season and \$14,625 for the 2022 season for Mowing, Vegetation Control and Mulch; and to

Forever Green in the amount of \$11,850 for the 2021 Season and \$11,850 for the 2022 season for Weed Control/Spraying.

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

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

VIRTUAL ZOOM MEETING

**Respectfully submitted
PUBLIC WORKS COMMITTEE**

AGREE

DISAGREE

Dave Tassoni, Chairman

Dave Tassoni, Chairman

Angela Fellars

Angela Fellars

Burt Gerl

Burt Gerl

Dave Kelley, Vice Chairman

Dave Kelley, Vice Chairman

Jas Bilich

Jas Bilich

Jim Webster

Jim Webster

Kevin McCarthy

Kevin McCarthy

The above and foregoing Resolution was adopted by the County Board of the County of Winnebago, Illinois this ____ day of _____, 2021.

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

ATTEST:

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

EXHIBIT "A"

BID TAB
MOWING AND VEGETATION CONTROL 21B-2210
BID OPENING 3/8/21- 2:00 P.M.

VENDOR	Forever Green	Marbros Co.	CMM & Associates	LawnCare by Walter
A. Mowing				
Year One	N/A	\$7,100.00	\$31,500.00	N/A
Year Two	N/A	\$7,100.00	\$31,500.00	N/A
Total- Years One & Two	N/A	\$14,200.00	\$63,000.00	N/A
B. Weed Control/ Spraying				
Year One	\$3,950.00 X 3= \$11,850	\$10,350.00	N/A	\$17,760.00
Year Two	\$3,950.00 X 3= \$11,850	\$10,350.00	N/A	\$18,760.00
Total- Years One & Two	\$23,700.00	\$20,700.00	N/A	\$36,520.00
C. Landscape/Mulch				
Year One	N/A	\$2,500.00	\$7,280.00	N/A
Year Two	N/A	\$2,500.00	\$7,280.00	N/A
Total- Years One & Two	N/A	\$5,000.00	\$14,560.00	N/A
TOTAL A. and C.	N/A	\$19,200.00	\$77,560.00	N/A

EXHIBIT "A"

**BID TAB
MOWING AND VEGETATION CONTROL 21B-2210
BID OPENING 3/8/21- 2:00 P.M.**

VENDOR	B.L. Wellwood			
A. Mowing				
Year One	\$13,250.00			
Year Two	\$13,250.00			
Total- Years One & Two	\$26,500.00			
B. Weed Control/ Spraying				
Year One	\$20,500.00			
Year Two	\$20,500.00			
Total- Years One & Two	\$41,000.00			
C. Landscape/Mulch				
Year One	\$1,375.00			
Year Two	\$1,375.00			
Total- Years One & Two	\$2,750.00			
TOTAL A. and C.	\$29,250.00			

UNFINISHED BUSINESS

NEW BUSINESS

ANNOUNCEMENTS & COMMUNICATIONS



WINNEBAGO COUNTY

— ILLINOIS —

Announcements & Communications

Date: April 22, 2021

Item: Correspondence to the Board

Prepared by: County Clerk Lori Gummow

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 Gummow received from the United States Nuclear Regulatory Commission the following:
 - a. Braidwood Station, Units 1 and 2, and Byron Station, Unit Nos. 1 and 2 – Issuance of Amendments Nos. 221, 221, 224, and 224, Regarding Technical Specifications 3.8.1, “AC Sources-Operating” (EPID L-2020-LLA-0141)
 - b. Federal Register / Vol. 86, No. 64 / Tuesday, April 6, 2021 / Notices
 - c. Exelon Generation Company, LLC – Request for Withholding Information from Public Disclosure (EPID L-2021-LLM-0000)
 - d. Braidwood Station, Units 1 and 2; Byron Station, Unit Nos. 1 and 2; Calvert Cliffs Nuclear Power Plant, Units 1 and 2; Clinton Power Station, Unit No. 1; Dresden Nuclear Power Station, Units 2 and 3; James A. Fitzpatrick Nuclear Power Plant; LaSalle County Station, Units 1 and 2; Limerick Generating Station, Units 1 and 2; Nine Mile Point Nuclear Station, Units 1 and 2; Peach Bottom Atomic Power Station, Units 2 and 3; Quad Cities Nuclear Power Station, Units 1 and 2; and R.E. Ginna Nuclear Power Plant – Withdrawal of Requested Exemption from Certain Requirements in 10 CFR 50.55a (EPIDS L-2021-LLE-004, -0015, and -0016)



WINNEBAGO COUNTY

— ILLINOIS —

2. County Clerk Gummow received from Arthur J. Gallagher Risk Management Services, Inc. a Certificate of Liability Insurance for Miller Engineering Company.
3. County Clerk Gummow received the Monthly Report for March, 2021 from the Winnebago County Recorder's Office.
4. County Clerk Gummow received from Theresa Grennan, Chief Deputy Winnebago County Treasurer the Investment Report as of April, 2021.

Adjournment