



WINNEBAGO COUNTY

— ILLINOIS —

REVISED AGENDA

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

Thursday, March 10, 2022
6:00 p.m.

1. **Call to Order** Chairman Joseph Chiarelli
2. **Invocation and Pledge of Allegiance** Board Member Burt Gerl
3. **Agenda Announcements** Chairman Joseph Chiarelli
4. **Roll Call** Clerk Lori Gummow
5. **Awards, Presentations, Public Hearings, and Public Participation**
 - A. Awards – None
 - B. Presentations – None
 - C. Public Hearings – None
 - D. Public Participation – Yes
6. **Approval of Minutes** Chairman Joseph Chiarelli
 - A. Approval of February 10, 2022 minutes
 - B. Layover of February 24, 2022 minutes
7. **Consent Agenda** Chairman Joseph Chiarelli
 - A. Raffle Report
 - B. Auditor's Report
8. **Appointments (Per County Board rules, Board Chairman appointments require a 30 day layover unless there is a suspension of the rule).**
9. **Reports of Standing Committees** Chairman Joseph Chiarelli
 - A. Finance Committee Jaime Salgado, Committee Chairman
 1. Committee Report
 2. Resolution to Exercise Option to Purchase the Parking Lot Located at 310 South Church and 320 and 324 Chestnut Street, Rockford, Illinois

3. Resolution Authorizing Settlement of Litigation (Cailyn Kottman and Christopher Wilkinson v. County of Winnebago)
4. Ordinance for Approval of Budget Amendment for Implementing the PREA Standards, Protecting Inmates and Safeguarding Communities to be Laid Over
5. Ordinance for Approval of Budget Amendment for the Emergency Rental Assistance Program I to be Laid Over

B. Zoning Committee Jim Webster, Committee Chairman
 Planning and/or Zoning Requests:

1. Committee Report

C. Economic Development Committee..... Dorothy Redd, Committee Vice Chairwoman

1. Committee Report
2. Resolution to Grant Twenty Five-Thousand Dollars (\$25,000) from Host Fees to the Rockford Area Convention and Visitors Bureau (RACVB) to Support the Grand Fondo New York (GFNY) Event

D. Operations & Administrative Committee Keith McDonald, Committee Chairman

1. Committee Report
2. Resolution Submitting to the Electors by Referendum the Advisory Question of Increasing the Tax Levied by the County of Winnebago, Illinois for the Specific Purpose of Maintaining River Bluff Nursing Home
3. Resolution Amending the Organizational Structure of the County Board of the County of Winnebago, Illinois

E. Public Works Committee Dave Tassoni, Committee Chairman

1. Committee Report

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

1. Committee Report

10. Unfinished BusinessChairman Joseph Chiarelli

Finance Committee

- A. Ordinance for the Approval of a Budget Amendment for the Winnebago County Coroner's Office Laid Over from February 24, 2022 Meeting

11. New Business.....Chairman Joseph Chiarelli
(Per County Board rules, passage will require a suspension of Board rules).

Finance Committee

- A. Ordinance for Approval of Budget Amendment for the Purchase of the Parking Lot at the Corner of Church and Chestnut

12. Announcements & Communications Clerk Lori Gummow

- A. Correspondence (see packet)
- B. March 24 and April 7 Board Meetings Via Zoom

13. AdjournmentChairman Joseph Chiarelli

Next Meeting: Thursday, March 24, 2022

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

Approval of Minutes

**REGULAR ADJOURNED MEETING
WINNEBAGO COUNTY BOARD
FEBRUARY 10, 2022**

1. Chairman Chiarelli Called to Order the Regular Adjourned Meeting of the Winnebago County Board for Thursday, February 10, 2022 at 6:15 p.m.
2. County Board Member Crosby gave the invocation and led the Pledge of Allegiance.
3. Agenda Announcements: None
4. Roll Call: 18 Present. 1 Absent. (Board Members Arena, Booker, Crosby, Fellars, Gerl, Goral, Hoffman, Kelley, Lindmark, McCarthy, McDonald, Nabors, Redd, Salgado, Schultz, Tassoni, Webster, and Wescott were present.) (Board Member Butitta was absent.)

County Clerk Gummow announced for the record that Jas Bilich representing District 20 has resigned from the Board and therefore was not called as part of Roll Call.

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

5. Awards - None
- Presentations - Chairman Chiarelli, County Sheriff Caruana, and Board Member Booker gave a special recognition of WCSO Deputy Chief Mark Karner.
- Public Hearings - None
- Public Participation- Reverend Earl Dotson Sr. spoke of West side development.

APPROVAL OF MINUTES

6. Chairman Chiarelli entertained a motion to approve the Minutes. Board Member McCarthy made a motion to approve County Board Minutes of December 9, 2021 and 21, 2021 and layover County Board Minutes of January 13, 2022, seconded by Board Member Crosby. Motion was approved by a unanimous vote of all members present. (Board Member Butitta was absent.)

CONSENT AGENDA

7. Chairman Chiarelli entertained a motion to approve the Consent Agenda for February 10, 2022. Board Member Wescott made a motion to approve the Consent Agenda which includes the Raffle Report and Auditor's Report, seconded by Board Member Hoffman. Motion was approved by a unanimous vote of all members present. (Board Member Butitta was absent.)

APPOINTMENTS

8. **Appointments (Per County Board rules, Board Chairman Appointments require a 30 day layover unless there is a suspension of the rule).**

Board Member Arena made a motion to suspend the rules on the appointment of Dan Magers (as listed below), seconded by Board Member Fellars. Motion to suspend was approved by a unanimous vote of all members present. (Board Member Butitta was absent.) Board Member Nabors made a motion to approve the appointment, seconded by Board Member Fellars. Discussion by Board Member Arena. Motion was approved by a unanimous vote of all members present. (Board Member Butitta was absent.) Discussion by Chief Information Officer Magers.

A. Chief Information Office – Dan Magers

REPORTS FROM STANDING COMMITTEES

FINANCE COMMITTEE

9. Board Member Salgado made a motion to approve a Resolution for Cyber Security and Private Cloud Backup, seconded by Board Member Nabors. Discussion by Board Member Salgado. Motion was approved by a unanimous vote of all members present. (Board Member Butitta was absent.)
10. Board Member Salgado read in for the first reading of a Budget Amendment for Vehicle for ETSB to be Laid Over. Board Member Salgado made a motion to suspend the rules, seconded by Board Member Wescott. Motion to suspend was approved by a unanimous vote of all members present. (Board Member Butitta was absent.) Board Member Salgado made a motion to approve the Budget Amendment, seconded by Board Member Gerl. Motion was approved by a unanimous vote of all members present. (Board Member Butitta was absent.)
11. Board Member Salgado read in for the first reading of a Budget Amendment for ERAP II to be Laid Over. Board Member Salgado made a motion to suspend the rules, seconded by Board Member Crosby. Discussion by Board Member Salgado. Motion to suspend was approved by a unanimous vote of all members present. (Board Member Butitta was absent.) Board Member Salgado made a motion to approve the Budget Amendment, seconded by Arena. Discussion by Board Member Webster and Salgado. Motion was approved by a unanimous vote of all members present. (Board Member Butitta was absent.)
12. Board Member Salgado made a motion to approve a Resolution Setting the Salaries of the County Treasurer, Clerk and Sheriff, seconded by Board Member Crosby. Board Member Schultz announced he will abstain from the vote. Discussion by Board Member Salgado and Arena. Motion was approved by a voice vote. (Board Member Schultz abstained.) (Board Member Butitta was absent.)
13. Board Member Salgado read in for the first reading of an Ordinance to Opt-out of Preferential Assessment for Affordable Rental Housing Construction and Rehabilitation Pursuant to Property Tax Code, ILCS 200/15-178 to be Laid Over.

14. Board Member Salgado read in for the first reading of Agenda Items 7. thru 21. (as listed below). Board Member Salgado made a motion to suspend the rules on Agenda Items 7. thru 21., seconded by Board Member Hoffman. Motion to suspend was approved by a unanimous vote of all members present. (Board Member Butitta was absent.) Board Member Salgado made a motion to approve Agenda Items 7. thru 21, seconded by Board Member Wescott. Discussion by Board Member Salgado. Motion was approved by a roll call vote of 18 yes votes. (Board Member Butitta was absent.)
 7. An Ordinance Abating Special Tax Roll for 2021 Levy Year for Properties within the Special Service Area for the I-39/Baxter Road County Water District Project to be Laid Over.
 8. An Ordinance Abating the 2012C State Income Tax Alternate Bond Property Tax Levy for the Year 2021 to be Laid Over.
 9. An Ordinance to Abate the Federal Aid Matching Tax and Motor Fuel Tax Alternate Bond (2012D Series) Property Tax Levy for the Year 2021 to be Laid Over.
 10. An Ordinance to Abate the 2013A Public Safety Sales Tax Alternate Bond Property Tax Levy for the Year 2021 to be Laid Over.
 11. An Ordinance to Abate the Federal Aid Matching Tax and Motor Fuel Tax Alternative Bond 2013B Property Tax Levy for the Year 2021 to be Laid Over.
 12. An Ordinance to Abate the 2016A Public Safety Sales Tax Alternative Bond Property Tax Levy for the Year 2021 to be Laid Over.
 13. An Ordinance to Abate the 2016D Public Safety Sales Tax Levy for the Year 2021 to be Laid Over.
 14. An Ordinance to Abate the 2016E Public Safety Tax Alternative Bond Property Tax Levy for the Year 2021 to be Laid Over.
 15. An Ordinance to Abate the Federal Aid Matching Tax and Motor Fuel Tax Alternative Bond 2017B Property Tax Levy for the Year 2021 to be Laid Over.
 16. An Ordinance to Abate the 2017C Tort Property Tax and Quarter Cent Sales Tax Alternative Bond Property Tax Levy for the Year 2021 to be Laid Over.
 17. An Ordinance Abating the Tax Hereto Levied for the Year 2021 to Pay the Principle of and Interest on Taxable General Obligation Bonds Series 2018 of Winnebago County
 18. An Ordinance to Abate the 2020A Alternative Bond Property Tax Levy for the Year 2021 to be Laid Over.
 19. An Ordinance to Abate the 2020B Alternative Revenue Bond Property Tax Levy for the Year 2021 to be Laid Over.
 20. An Ordinance to Abate the 2021A Alternative Revenue Bond Property Tax Levy for the Year 2021 to be Laid Over.

21. An Ordinance to Abate the 2021B Alternative Revenue Bond Property Tax Levy for the Year 2021 to be Laid Over.

ZONING COMMITTEE

15. No Report.

ECONOMIC DEVELOPMENT

16. No Report.

OPERATIONS & ADMINISTRATIVE COMMITTEE

17. Board Member McDonald read in a Resolution Appointing John Butitta to the Board of Trustees of the Northern Illinois Land Bank Authority (Per County Board rules, Board Chairman appointments require a 30 day layover unless there is a suspension of the rule.) Board Member McDonald made a motion to suspend the rules, seconded by Board Member Fellars. Motion was approved by a unanimous vote of all members present. (Board Member Butitta was absent.) Board Member McDonald moved to approve the Resolution, seconded by Board Member Crosby. Motion was approved by a unanimous vote of all members present. (Board Member Butitta was absent.)
18. Board Member McDonald made a motion to approve a Resolution Declaring Vacancy in Winnebago County Board District 20, seconded by Board Member Redd. Motion was approved by a unanimous vote of all members present. (Board Member Butitta was absent.)
19. Board member McDonald made a motion to send the Resolution Submitting to the Electors by Referendum the Advisory Question of Increasing the Tax Levied by the County of Winnebago, Illinois for the Specific Purpose of Maintaining River Bluff Nursing Home back to committee, seconded by Board Member Fellars. Motion was approved by a unanimous vote of all members present. (Board Member Butitta was absent.)

PUBLIC WORKS

20. No Report.

PUBLIC SAFETY AND JUDICIARY COMMITTEE

21. Board Member Gerl made a motion to approve a Resolution Regarding Mercyhealth – Javon Bea Hospital – Rockton, seconded by Board Member Hoffman. Board Member Gerl made a motion and read in an amendment to the Resolution that pertains to the first paragraph the “Whereas” section to read – Mercyhealth –Javon Bae Hospital – Rockton is located at 2400 North Rockton Avenue, Rockford, Illinois, in Winnebago County Board District 13 and it is the only hospital on the west side of Winnebago County and Surrounding Counties to service residents (the word town was removed), seconded by Crosby. Motion to amend was approved by

a unanimous vote of all members present. (Board member Butitta was absent.) Board Member Gerl moved to approve the amended Resolution, seconded by Board Member McCarthy. Discussion by Board Member Gerl. Motion was approved by a unanimous vote of all members present. (Board Member Butitta was absent.)

UNFINISHED BUSINESS

22. None.

NEW BUSINESS

23. **(Per County Board rules, passage will require a suspension of Board rules).**

Board Member Webster spoke of a convicted felon possessing illegal firearms and the Feds stepped up.

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. Byron Station – Biennial Problem Identification and Resolution Inspection Report 05000454/2021012 and 05000455/2021012.
- b. 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, Unit 2; Peach Bottom Atomic Power Station, Units 2 and 3; Quad Cities Nuclear Power Station – Issuance of Amendments to Revise Reactor Coolant Leakage Requirements (EPID L-2021-LLA-0121)
- c. Federal Register / Vol. 87, No. 16 / Tuesday, January 25, 2022 / Notices
- 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 1,2, 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 1,2, and 3; Quad Cities Nuclear Power Station, Units 1 and 2; R.E. Ginna Nuclear Power Plant; Salem Nuclear Generating Station, Unit Nos. 1 and 2; Three Mile Island Nuclear Station, Unit 1; and the Associated Independent Spent Fuel Storage Installations – Issuance of Amendments Related to Order Approving Transfer of Licenses (EPID L-2022-LLM-0000)

- B. County Clerk Gummow submitted from ComEd a letter regarding their intent to perform vegetation management activities on distribution circuits in our area within the next few months.
- C. County Clerk Gummow submitted from Charter Communications a letter regarding Spectrum Mid-America, LLC making its customers aware of changes to its channel lineup for the following:
 - a. Harlem Township
 - b. Rockton Township
 - c. Roscoe Township
- D. County Clerk Gummow submitted from Sue Goral, Winnebago County Treasurer the Monthly Report as of December, 2021 Bank Balances.

Chairman Chiarelli announced at the next Board Meeting he will declare February Black History Month.

ADJOURNMENT

25. Chairman Chiarelli entertained a motion to adjourn. County Board Member Webster moved to adjourn the meeting, seconded by McCarthy. Motion was approved by a voice vote. (Board Member Butitta was absent) The meeting was adjourned at 6: 51 p.m.

Respectfully submitted,



Lori Gummow
County Clerk
ar

**REGULAR ADJOURNED MEETING
WINNEBAGO COUNTY BOARD
FEBRUARY 24, 2022**

1. Chairman Chiarelli Called to Order the Regular Adjourned Meeting of the Winnebago County Board for Thursday, February 24, 2022 at 6:00 p.m.
2. County Board Member Fellars gave the invocation and led the Pledge of Allegiance.
3. Agenda Announcements: None
4. Roll Call: 17 Present. 2 Absent. (Board Members Arena, Booker, Crosby, Fellars, Gerl, Goral, Hoffman, Lindmark, McCarthy, McDonald, Nabors, Redd, Salgado, Schultz, Tassoni, Webster, and Wescott were present.) (Board Members Butitta and Kelley were absent.)

Chairman Chiarelli asked for a moment of silence regarding Russia's attack on Ukraine.

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

5. Awards - None
- Presentations - Animal Services 2021 Annual Report, Brett Frazier
 State's Attorney 2021 Annual Update, SA J. Hanley, Discussion by Board Member Webster.
- Public Hearings - None
- Public Participation- Reverend Earl Dotson Sr. spoke of West side development.
- Proclamation - "Black History Month" in Winnebago County, Illinois presented to David Ruffin and Paulette Gilbert, Ethnic Heritage Museum

APPROVAL OF MINUTES

6. Chairman Chiarelli entertained a motion to approve the Minutes. Board Member Nabors made a motion to approve County Board Minutes of January 13, 2022 and layover County Board Minutes of February 10, 2022, seconded by Board Member Fellars. Motion was approved by a unanimous vote of all members present. (Board Members Butitta and Kelley were absent.)

CONSENT AGENDA

7. Chairman Chiarelli entertained a motion to approve the Consent Agenda for February 24, 2022. Board Member Hoffman made a motion to approve the Consent Agenda which includes the

Raffle Report and Auditor's Report, seconded by Board Member Crosby. Motion was approved a unanimous vote of all members present. (Board Members Butitta and Kelley were absent.)

APPOINTMENTS

8. **Appointments (Per County Board rules, Board Chairman Appointments require a 30 day layover unless there is a suspension of the rule).**

Chairman Chirarelli read in for the first reading of the appointment of John F. Sweeney (as listed below). Board Member Webster made a motion to suspend the rules, seconded by Board Member Wescott. Motion was approved by a unanimous vote of all members present. (Board Members Butitta and Kelley were absent.) Board Member Webster made a motion to approve the appointment, seconded by Board Member Lindmark. Motion was approved by a unanimous vote of all members present. (Board Members Butitta and Kelley were absent.)

A. John F. Sweeney – Winnebago County Board District 20

Chairman Chiarelli swore John F. Sweeney into office of Winnebago County Board Member – District 20.

REPORTS FROM STANDING COMMITTEES

FINANCE COMMITTEE

9. Board Member Salgado made a motion to send back to committee a Resolution to Exercise Option to Purchase (310 S. Church, 320 Chestnut and 324 Chestnut), seconded by Board Member Schultz. Discussion by Board Member Salgado. Motion was approved by a unanimous vote of all members present. (Board Members Butitta and Kelley were absent.)
10. Board Member Salgado read in for the first reading of an Ordinance for the Approval of a Budget Amendment for the Winnebago County Coroner's Office to be Laid Over.
11. Board Member Salgado read in for the first reading if an Ordinance for Approval of Budget Amendment for the Violent Crime Reduction in Illinois Communities Program to be Laid Over. Board Member Salgado made a motion to suspend the rules, seconded by Board Member Wescott. Motion to suspend was approve by a unanimous vote of all members present. (Board Members Butitta and Kelley were absent.) Board Member Salgado moved to approve the Ordinance, seconded by Board Member Gerl. Discussion by Board Member Salgado. Motion was approved by a unanimous vote of all members present. (Board Members Butitta and Kelley were absent.)
12. Board Member Salgado read in for the first reading of an Ordinance to Amend Budget for Smart Probation, Innovations in Supervision Initiative to be Laid Over. Board Member Salgado made a motion to suspend the rules, seconded by Board Member Gerl. Motion was approved by a unanimous vote of all members present. (Board Members Butitta and Kelley were absent.) Board Member Salgado moved to approve the Ordinance, seconded by Board Member Gerl. Discussion

by Board Member Salgado. Motion was approved by a unanimous vote of all members present. (Board Members Butitta and Kelley were absent.)

ZONING COMMITTEE

13. No Report.

ECONOMIC DEVELOPMENT

14. Board Member Redd made a motion to approve a Resolution Establishing the American Rescue Plan (ARP) Funds for Economic Impact Program Policy, seconded by Board Member Hoffman. Discussion by Director of Development Services Dornbush. Motion was approved by a unanimous vote of all members present. (Board Members Butitta and Kelley were absent.)
15. Board Member Redd made a motion to approve a Resolution Electing to Opt-In to the Illinois Electronics Recycling Program for Program Year 2023, seconded by Board Member Fellars. Discussion by Director of Development Services Dornbush and Board Member Goral. Motion was approved by a unanimous vote of all members present. (Board Members Butitta and Kelley were absent.)
16. Board Member Redd made a motion to approve a Resolution Re-Committing a Previously Approved Grant Providing \$30,000 from Winnebago County Host Fees to Rockford Park District Foundation for Improvements of the West Rock Wake Park Development, seconded by Board Member McCarthy. Discussion by Director of Development Services Dornbush, Chief of the Civil Bureau Vaughn, and Board Members Tassoni, Nabors, Gerl, Salgado, Redd, Arena, McCarthy, and Webster. Board Member Crosby called the question, seconded by Board Member Arena. Motion to call the question was approved by a unanimous vote of all members present. (Board Members Butitta and Kelley were absent.) Motion was approved by a voice vote. (Board Members Webster and Schultz voted no.) (Board Members Butitta and Kelley were absent.)

OPERATIONS & ADMINISTRATIVE COMMITTEE

17. No Report.

PUBLIC WORKS

18. Board Member Tassoni made a motion to approve (22-001) Resolution Declaring as Surplus Highway Department Vehicles and Equipment and Authorizing Sale, seconded by Board Member Hoffman. Motion was approved by a unanimous vote of all members present. (Board Members Butitta and Kelley were absent.)
19. Board Member Tassoni made a motion to approve (22-002) Award of Bid for the 2022 County General Letting, seconded by Board Member McCarthy. Motion was approved by a unanimous vote of all members present. (Board Members Butitta and Kelley were absent.)

20. Board Member Tassoni made a motion to approve (22-003) Resolution Authorizing the Appropriation of MFT Funds for the Maintenance of County Highways, seconded by Board Member Salgado. Motion was approved a unanimous vote of all members present. (Board Members Butitta and Kelley were absent.)
21. Board Member Tassoni made a motion to approve (22-004) Resolution Authorizing the Execution of a Local Public Agency Engineering Services Agreement with Chastain & Associates, LLC for Riverside Boulevard (CH 55) between Material Avenue and Sage Drive and for Appropriating Motor Fuel Tax Funds, seconded by Board Member Gerl. Motion was approved by a unanimous vote of all members present. (Board Members Butitta and Kelley were absent.)
22. Board Member Tassoni made a motion to approve (22-005) Resolution Authorizing a Master Service Agreement with Frost Control Systems, Inc. for Four Pavement Temperature Sensors and Cameras, seconded by Board Member Fellars. Motion was approved by a unanimous vote of all members present. (Board Members Butitta and Kelley were absent.)

PUBLIC SAFETY AND JUDICIARY COMMITTEE

23. Board Member Gerl made a motion to approve a Resolution Accepting Award and Authorizing Services Agreements for Smart Probation: Innovations in Supervision, seconded by Board Member Hoffman. Motion was approved by a unanimous vote of all members present. (Board Members Butitta and Kelley were absent.)
24. Board Member Gerl made a motion to approve a Resolution Accepting Award and Authorizing Service Agreement for the Violent Crime Reduction in Illinois Communities (VCRIC) Program, seconded by Board Member Goral. Motion was approved by a unanimous vote of all members present. (Board Members Butitta and Kelley were absent.)
25. Board Member Gerl made a motion to approve a Resolution Awarding an Agreement with Benchmark Analytics, seconded by Board Member Goral. Motion was approved by a unanimous vote of all members present. (Board Members Butitta and Kelley were absent.)

UNFINISHED BUSINESS

26. Appointments

Board Member Salgado made a motion to approve the Reappointment of Mike Alberstett (as listed below.), seconded by Board Member Nabors. Motion was approved by a unanimous vote of all members present. (Board Members Butitta and Kelley were absent.)

- A. Howard Union Cemetery, Read in January 13, 2022, Compensation: None
 1. Mike Alberstett (Reappointment), Davis, Illinois, June 2021 – June 2027

Finance Committee

Board Member Salgado made a motion to approve an Ordinance to Opt-out of Preferential Assessment for Affordable Rental Housing Construction and Rehabilitation Pursuant to Property

Tax Code, 35 ILCS 200/15-178 Laid Over from February 10, 2022 Meeting, seconded by Board Member McCarthy. Discussion by Chief of the Civil Bureau Vaughn, Supervisor of Assessments Hodges, and Board Members Salgado, Fellars, Arena, Crosby, and Webster. Board Member Fellars made a motion to send the Ordinance back to committee, seconded by Board Member Crosby. Motion to send back to committee failed by a roll call vote of 7 yes and 11 no votes. (Board Members Arena, Booker, Gerl, Lindmark, McCarthy, McDonald, Schultz, Sweeney, Tassoni, Webster, and Wescott voted no.) (Board Members Butitta and Kelley were absent.) Discussion by Board Members Salgado and Arena. Motion to approve the Ordinance was approved by a roll call vote of 12 yes and 6 no votes. (Board Members Crosby, Fellars, Hoffman, Nabors, Redd, and Salgado voted no.) (Board Members Butitta and Kelley were absent.)

NEW BUSINESS

27. (Per County Board rules, passage will require a suspension of Board rules).

Board Member Sweeney announced Tim Hanson is doing a great job at Four Rivers Sanitation Authority.

Board Member Tassoni welcomed Board Member Sweeney.

Board Member McDonald spoke of a job fair at Rock Valley College.

Board Member Booker asked Chief Ciganek to send individuals to the Rock Valley College job fair.

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. Federal Register / Vol. 87, No. 26 / Tuesday, February 8, 2022 / Notices
- b. Byron Station, Unit 2 – Notification of NRC Baseline Inspection and Request for Information; Inspection Report 05000455/2022003
- c. Byron Station – Integrated Inspection Report 05000454/2021004 and 05000455/2021004

B. County Clerk Gummow submitted from Charter Communications a letter regarding the Quarterly Franchise Fee Payment for the following:

- a. Harlem, IL, Township of (Winnebago Co)
- b. Town of Rockton IL
- c. Town of Roscoe IL

C. County Clerk Gummow submitted from Sue Goral, Winnebago County Treasurer the Monthly Report as of February 2022.

County Clerk Gummow reminded Board Members the first day to file petitions is March 7, 2022 at 8 a.m.

CLOSED SESSION

29. Chairman Chiarelli entertained a motion to go into Closed Session to discuss Labor Negotiations. Board Member Nabors made a motion to close the meeting pursuant to the provisions of Section 2C-11 of the Illinois Open Meeting Act 5ILCS 20/2C-11, seconded by Board Member Arena. The motion was approved by a roll call vote of 18 yes votes. (Board Members Butitta and Kelley were absent.) The Meeting closed at 7:40 p.m.
30. The Meeting reconvened at 8:10 p.m. Chairman Chiarelli announced that no action was taken during the Closed Session.

ADJOURNMENT

31. Chairman Chiarelli entertained a motion to adjourn. County Board Member Webster moved to adjourn the meeting, seconded by Crosby. Motion was approved by a voice vote. (Board Members Butitta and Kelley were absent) The meeting was adjourned at 8: 11 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 6 different organizations for 7 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
30668	1	BARBARA OLSON CENTER OF HOPE	03/11/2022-05/11/2022	\$ 850.00
30669	1	FOREST CITY CHURCH	03/11/2022-03/11/2022	\$ 250.00
30670	1	I.A.F.F. LOCAL 413	03/12/2022-04/12/2022	\$ 1,550.00
30671	1	P.E.O. SISTERHOOD	04/23/2022-04/23/2022	\$ 350.00
30672	1	ST. STANISLAUS KOSTKA CHURCH	08/14/2022-08/14/2022	\$ 150.00
30673	1	ST. STANISLAUS KOSTKA CHURCH	06/01/2022-08/14/2022	\$ 1,100.00

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

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

The Following Have Requested A Class D, E, & F Limited Annual License				
LICENSE #	# OF RAFFLES	NAME OF ORGANIZATION	LICENSE DATES	AMOUNT
30674	1	KISHWAUKEE VALLEY A.B.A.T.E.	03/27/2022-03/27/2023	\$ 4,999.99

This concludes my report,

Deputy Clerk

Katie Wisocki

LORI GUMMOW
Winnebago County Clerk

Date

10-Mar-22

County Board Meeting: 3/10/22
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	\$ 338,006
101	PUBLIC SAFETY TAX	\$ 31,446
103	DOCUMENT STORAGE FUND	\$ 2,041
106	RECORDERS DOCUMENT FEE FUND	\$ 16,304
107	COURT AUTOMATION FUND	\$ 55
109	VICTIM IMPACT PANEL FEE	\$ 1,600
111	CHILDREN'S WAITING ROOM FUND	\$ 32
114	911 OPERATIONS FUND	\$ 13,089
115	PROBATION SERVICE FUND	\$ 62,264
116	HOST FEE FUND	\$ 273,602
123	STATE DRUG FORFEITURE ST ATTY	\$ 1,337
131	DETENTION HOME	\$ 15,790
155	MEMORIAL HALL	\$ 1,524
156	CIRCUIT CLERK ELECTRONIC CITATION	\$ 10,185
161	COUNTY HIGHWAY	\$ 22,835
164	MOTOR FUEL TAX FUND	\$ 109,899
165	TOWNSHIP HIGHWAY FUND	\$ 3,288
181	VETERANS ASSISTANCE FUND	\$ 6,318
185	HEALTH INSURANCE	\$ 229,233
194	TORT JUDGMENT & LIABILITY	\$ 2,250
196	MENTAL HEALTH TAX FUND	\$ 486,756
301	HEALTH GRANTS	\$ 51,824
302	SHERIFF'S DEPT GRANTS	\$ 299
309	CIRCUIT COURT GRANT FUND	\$ 31,192
310	CITY ELECTION FUND	\$ 864,943
311	EMERGENCY RENTAL ASSISTANCE	\$ 56,590
312	EMERGENCY RENTAL ASSISTANCE II	\$ 509,240
313	AMERICA RESCUE PLAN	\$ 253,820
401	RIVER BLUFF NURSING HOME	\$ 225,312
410	ANIMAL SERVICES	\$ 15,443
420	555 N COURT OPERATIONS FUND	\$ 6,967
430	WATER FUND	\$ 8,076
501	INTERNAL SERVICES	\$ 14,433
	TOTAL THIS REPORT	<u>3,665,993.00</u>

The adoption of this report is hereby recommended:


William Crowley, County Auditor

ADOPTED: This 10th day of March 2022 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

Reports of Standing Committees

FINANCE COMMITTEE

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

2022 CR _____

SUBMITTED BY: FINANCE COMMITTEE

SPONSORED BY: JAIME SALGADO

**RESOLUTION TO EXERCISE OPTION TO PURCHASE THE PARKING LOT
LOCATED AT 310 SOUTH CHURCH AND 320 AND 324 CHESTNUT STREET,
ROCKFORD, ILLINOIS**

WHEREAS, on January 1, 2014, the County of Winnebago (“County”) and Church & Chestnut Development, LLC (“Landlord”) entered into a lease agreement (“Lease”) for the parking lot, located at 310 South Church and 320 and 324 Chestnut Street, PINS 11-22-479-002; 11-22-479-003 and 11-22-479-009 (collectively the “Property”); and

WHEREAS, the term of the lease is for a fifteen (15) year term, which expires on December 31, 2028, subject to certain terms and conditions; and

WHEREAS, pursuant to Section 9 (a) of the lease, the County “shall have the right of first refusal on any contemplated sale of all or any part of the Property by the Landlord to a third party in an arm’s length transaction for fair market value (“Bona Fide Sale”); and

WHEREAS, after the County’s receipt of a copy of the Bona Fide Sale offer, the County has forty-five (45) days, at its option, to purchase the Property upon the same terms and conditions as set forth in the Bona Fide Sale offer; and

WHEREAS, on January 19, 2022, the Landlord informally notified the County by email of the proposed sale of the Property, and on February 3, 2022, the County received formal notice by overnight courier of the proposed sale from the Landlord in compliance with Section 21 of the lease; and

WHEREAS, the Finance Committee and the County Board, after having reviewed the Bona Fide Sale offer, has determined it is in the best interests of the County of Winnebago, Illinois to exercise the said option.

NOW, THEREFORE BE IT RESOLVED, by the County Board of the County of Winnebago, Illinois that Joseph V. Chiarelli, the Winnebago County Board Chairman, is authorized and directed to take any steps necessary to exercise the option to purchase the property located at 310 South Church and 320 and 324 Chestnut Street.

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 of the County of Winnebago is directed to prepare and deliver certified copies of this resolution to the County Administrator, County Treasurer, County Auditor and Chief Financial Officer.

**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 _____, 2022.

Joseph V. 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

Support Material for Option to Purchase

1. Original Lease Document
2. Value Estimate
3. Letter of Intent to Purchase
4. Commitment to Purchase
5. GIS Map of Property
6. Purchase Agreement
7. Addendum to Purchase Agreement
8. Lot Map
9. Modified IGA for Authority Public Parking between
City of Rockford Winnebago Co and RAVE

LEASE AGREEMENT

This LEASE AGREEMENT ("Lease") is entered into to be effective as of the 1st day of January, 2014 ("Effective Date"), by and between the COUNTY OF WINNEBAGO, an Illinois body politic ("Tenant"), and CHURCH & CHESTNUT DEVELOPMENT, LLC, a Delaware limited liability company ("Landlord").

RECITALS

WHEREAS, Landlord is the owner of that certain real property commonly known as 310 South Church and 320 and 324 Chestnut Street, in Rockford, Illinois, which property is legally described in the attached Exhibit A (collectively referred to herein as the "Property"); and

WHEREAS, the Property is comprised of a parking lot and related improvements and does not house any buildings; and

WHEREAS, Landlord and Tenant previously entered into a Contract for Purchase and Sale dated September 27, 2013 in which Landlord agreed to sell and Tenant agreed to purchase the Property ("Sale Contract"); and

WHEREAS, the parties now desire to terminate the Sale Contract and instead enter into this Lease Agreement under which Landlord agrees to lease to Tenant and Tenant agreed to lease from Landlord, the Property on the terms and conditions set forth herein; and

WHEREAS, prior to the date of this Lease and as part of the Sale Contract, Tenant requested that Landlord prepare the Property for its intended use as a parking lot;

WHEREAS, the Property originally was designed to contain 72 parking stalls but, at the request of the Tenant, changes were made (for the electronic gates) that reduced the number of parking stalls to 68; and

WHEREAS, the parties agree that the Rent, as defined herein, was based on 70 parking stalls; and;

WHEREAS, Landlord now desires to lease to Tenant, and Tenant desires to Lease from Landlord, the Property under the terms and conditions of this Lease.

NOW THEREFORE, in consideration of the above recitals which are incorporated into the agreements of this Lease as though restated below, the promises herein contained, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Tenant and Landlord agree as follows:

1. Lease. Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, the Property located in Rockford, Illinois, on those terms and conditions set forth herein.
2. Term. The Term of this Lease shall be for Fifteen (15) years commencing on the Effective Date and ending December 31, 2028 ("Lease Term").

3. Rent. Tenant shall pay Landlord a Base Parking Fee and a Base Sublease Fee each month, as set forth in this Paragraph 3. The Base Parking Fee and the Base Sublease Fee are collectively referred to herein as "Rent".

- a. Base Parking Fee. The Base Parking Fee for the first five (5) years of the Lease Term shall equal Four Thousand Two Hundred Dollars (\$4,200) per month. Beginning on the first day of the sixth year of the Lease Term and continuing annually thereafter, the Base Parking Fee shall increase by three percent (3%) of the prior year's Base Parking Fee.
- b. Base Sublease Fee. The Base Sublease Fee for the first five (5) years of the Lease Term shall equal Two Thousand Five Hundred Dollars (\$2,500) per month. Beginning on the first day of the sixth year of the Lease Term and continuing annually thereafter, the Base Sublease Fee shall increase by three percent (3%) of the prior year's Base Sublease Fee.

Tenant agrees to pay to Landlord the Rent, without notice or demand, in advance, on or before the 1st day of each and every successive calendar month during the Lease Term, commencing on the Effective Date; except that the first month's rent (in addition to the Additional Capital Improvement Advance) shall be paid to Landlord upon the execution of this Lease. Tenant agrees to arrange for the automatic deposit of its Rent payments into an account to be designated by Landlord. Rent for any period which is for less than one (1) month shall be a prorated portion of the monthly installment therein based upon a thirty (30) day month. All Rent shall be paid to Landlord, without deduction or offset, in lawful money of the United States of America and at such place as Landlord may from time to time designate in writing. All Rent shall be due without regard to whether a sublease exists between Tenant and a third party.

4. Use. Tenant shall use the Property in conformity of the law and the terms of this agreement. The property may not be altered or constructed upon without Landlord's consent, which consent will not be unreasonably withheld.
5. Maintenance and Repair. Tenant, at its sole cost and expense, shall keep the Property and any and all improvements constructed thereon, in good condition and repair, normal wear and tear excepted and shall further keep the Property in a safe condition free from hazards. Tenant's maintenance requirements include but are not limited to, snow and ice removal, annual sealing, pavement maintenance landscaping, sweeping, striping and associated utilities, lighting and lighting improvements.
6. Signage. Tenant may, at its option, provide signage for the Property at the sole cost and expense of Tenant.
7. Liability Insurance. Tenant shall, at Tenant's expense, obtain and keep in force during the Lease Term a policy of commercial general liability insurance (sometimes known as comprehensive public liability insurance) insuring Landlord and Tenant (and, if requested by Landlord, Landlord's lender and property manager) against any liability for bodily injury, property damage (including loss of use of property) and personal injury arising out

of the ownership, use, occupancy or maintenance of the Property and all areas appurtenant thereto. Such insurance policy shall be in the amount of not less than \$1,000,000 per occurrence. Tenant may provide this insurance under a blanket policy, provided that said insurance shall have a Landlord's protective liability endorsement attached thereto. If Tenant shall fail to procure and maintain said insurance, Landlord may, but shall not be required to, procure and maintain same, at the expense of Tenant. Insurance required hereunder shall be in companies rated A:XII or better as set forth in the most current "Best's Key Rating Guide." Tenant shall deliver to Landlord, prior to right of entry, copies of policies of liability insurance required herein or certificates evidencing the existence and amounts of such insurance with loss payable clauses satisfactory to Landlord. No policy shall be cancelable or subject to reduction of coverage. All such policies shall be written as primary policies not contributing with and not in excess of coverage that Landlord may carry.

8. Property Taxes. Landlord shall pay all real estate taxes and/or special assessments levied against the Property.
9. Right of First Refusal.
 - a. Tenant shall have the right of first refusal on any contemplated sale of all or any part of the Property by Landlord to a third party in an arm's length transaction for fair market value ("Bona Fide Sale"). Landlord shall provide Tenant with a copy of any Bona Fide Sale offer which Landlord has accepted or intends to accept and Purchaser shall have forty-five (45) days after receipt thereof to elect, at its option, to purchase the Property upon the same terms and conditions as set forth in the Bona Fide Sale offer. If Tenant rejects the offer or fails to act within forty-five (45) days, of its receipt of the offer, Landlord may close the transaction with the proposed third party purchaser upon the terms of the submitted offer and assign its rights, title and interest in this Lease to said purchaser.
 - b. Landlord agrees that in the event that the Property is sold or transferred to any third party, including a Permitted Party, as hereinafter defined, the sales agreement or other transfer instrument between Landlord and the third party shall contain language indicating that the sale will be subject to the terms and conditions of this Lease and that Tenant's rights to the Property as set forth in this Lease shall be preserved for any remaining Lease Term, except that Tenant's right of first refusal under this Paragraph 9 shall be extinguished following any Bona Fide Sale.
10. Termination of Sale Contract. Upon execution of this Lease by both parties, the Sale Contract shall be terminated. The parties agree and acknowledge that Tenant previously deposited One Hundred and Twenty Five Thousand Dollars (\$125,000) with Landlord as earnest money under the Sale Contract ("Earnest Money"). The Earnest Money shall be refundable in accordance with the provision of Paragraph 12 herein.
11. Additional Capital Improvement Advance. Tenant agrees to pay to Landlord Seventy Five Thousand Dollars (\$75,000) upon execution of this Lease ("Additional Capital

Improvement Advance"). This Additional Capital Improvement Advance shall be refundable in accordance with the provision of Paragraph 12 herein.

12. Earnest Money and Additional Capital Improvement Advance. The Earnest Money and the Additional Capital Improvement Advance shall be refunded to Tenant as follows:

- a. In the event Tenant exercises its right to purchase the Property in accordance with Paragraph 9(a) herein, the Earnest Money and the Additional Capital Improvement Advance shall both be credited toward the purchase price; or
- b. In the event Tenant opts not to exercise its right to purchase the Property in accordance with Paragraph 9(a) herein and the Property is sold to a third party purchase during the Lease Term, the Earnest Money and the Additional Capital Improvement Advance shall be refunded to Tenant within thirty (30) days of the date the purchase transaction is closed; or
- c. In the event the Property is not sold during the Lease Term, Landlord shall refund the Earnest Money and the Additional Capital Improvement Advance to Tenant within thirty (30) days of the date this Lease expires.

13. Liens. Tenant shall keep the Property and the property in which the Property are situated free from any liens arising out of any work performed, materials furnished or obligations incurred by or on behalf of Tenant.

14. Tenant's Default. The occurrence of any one of the following events shall constitute an event of default on the part of Tenant upon ten (10) days, unless a different timeframe is specifically otherwise provided for below, written notice of such event being given by Landlord ("Default"):

- a. The failure of Tenant to pay any installment or payment of Rent when due, which failure continues for a period of ten (10) days after written notice thereof from Landlord to Tenant (which notice may be given in the form of a Landlord's Statutory 5-Day Notice used in Illinois forcible entry and detainer proceedings), provided that no such written notice is required from Landlord if Landlord has already provided written notice on two separate occasions in the same calendar year; or
- b. A general assignment by Tenant or any guarantor of Tenant's obligations hereunder for the benefit of creditors; or
- c. An assignment or attempted assignment of this Lease by Tenant contrary to the provisions of this Lease; or
- d. Any insurance required to be maintained by Tenant pursuant to this Lease shall be canceled or terminated or shall expire or be reduced or materially changed, except as permitted in this Lease; or

- e. Any failure by Tenant to discharge any lien or encumbrance placed on the Property or any part of the Property which does not arise from Landlord's actions; or
- f. The failure in the performance or observance of any other of Tenant's covenants, agreements or obligations in this Lease which failure continues for thirty (30) days after written notice thereof has been sent from Landlord to Tenant (unless the default involves a hazardous condition, which shall be cured forthwith upon Landlord's demand), provided, however, that, if Tenant has exercised reasonable diligence to cure such failure and such failure cannot be cured within such thirty (30) day period despite reasonable diligence, Tenant shall not be in default under this subparagraph so long as Tenant thereafter diligently and continuously prosecutes the cure to completion and actually completes such cure within sixty (60) days after the giving of the aforesaid written notice.

15. Landlord's Remedies. Upon the occurrence of any Default, Landlord may, with or without notice or demand of any kind to Tenant or any other person, have any one or more of the following described remedies in addition to all other rights and remedies provided at law or in equity or otherwise or elsewhere herein:

- a. Terminate this Lease by giving to Tenant written notice of Landlord's election to do so, in which event the Term and all right, title and interest of Tenant hereunder shall end on the date stated in such notice; or
- b. Terminate the right of Tenant to possession of the Property without terminating this Lease, by giving written notice to Tenant that Tenant's right of possession shall end on the date stated in such notice, whereupon the right of Tenant to possession of the Property or any part thereof shall cease on the date stated in such notice.

In addition to the above remedies, Landlord may, at its sole option, enforce the provisions of this Lease and enforce and protect the rights of Landlord hereunder by a suit or suits in equity or at law for the specific performance of any covenant or agreement contained herein; and for the enforcement of any other appropriate legal or equitable remedy, including without limitation: (i) injunctive relief, (ii) recovery of all monies due or to become due from Tenant under any of the provisions of this Lease, and (iii) any other damage incurred by Landlord by reason of Tenant's default under this Lease. If Landlord exercises any of the remedies provided for in paragraphs (a) or (b) above, Tenant shall surrender possession of and vacate the Property and immediately deliver possession thereof to Landlord in the condition required by this Lease, and Landlord may re-enter and take complete and peaceful possession of the Property.

16. Tenant Indemnity. Tenant shall indemnify and hold harmless Landlord against and from any and all claims arising from Tenant's use of the Property or from the conduct of its business or from any activity, work, or other things done, permitted or suffered by Tenant

in or about the Property, and shall further indemnify and hold harmless Landlord against and from any and all claims arising from any breach or default in the performance of any obligation on Tenant's part to be performed under the terms of this Lease, or arising from any act or negligence of Tenant, or any officer, agent, employee, guest, or invitee of Tenant, and from all costs, attorney's fees, and liabilities incurred in or about the defense of any such claim or any action or proceeding brought thereon. If any action or proceeding be brought against Landlord by reason of such claim, Tenant upon notice from Landlord shall defend the same at Tenant's expense by counsel reasonably satisfactory to Landlord. Tenant shall give prompt notice to Landlord in case of casualty or accidents in the Property.

17. Landlord Warranties. Landlord represents and warrants that it is the owner of the Property and has full authority to enter into this Lease.
18. Compliance with the Law. Tenant shall not permit anything to be done in or about the Property, which will in any way conflict with any law, statute, ordinance or governmental rule or regulation now in force or which may hereafter be enacted or promulgated. Tenant shall, at its sole cost and expense, promptly comply with all laws, statutes, ordinances and governmental rules, regulations, requirements now in force or which may hereafter be in force and with the requirements of any board of fire underwriters or other similar bodies now or hereafter constituted relating to or affecting the condition or use of the Property.
19. Assignment by Tenant. Tenant shall not either voluntarily, or by operation of law, assign, transfer, mortgage, pledge, hypothecate or encumber this Lease or any interest therein, or any part thereof, or any right or privilege appurtenant thereto, or allow any other person (the employees, agents, servants and invitees of Tenant excepted) to occupy or use the Property, or any portion thereof, without first obtaining the written consent of Landlord. Any such assignment without such consent shall be void, and shall, at the option of Landlord, constitute a default under the terms of this Lease. Notwithstanding the foregoing, Tenant may sublease all or a portion of the Property without Landlord's prior consent.
20. Transfers and Assignments by Landlord.
 - a. Landlord may transfer all or a portion of its right, title and interest in and to the Property to a Permitted Party, as hereinafter defined, at any time without prior approval of Tenant. In addition, Landlord may assign its right, title and interest in and to this Lease to a Permitted Party, as hereinafter defined, at any time without prior approval of Tenant. A "Permitted Party" shall mean any person or entity that has an interest in Landlord, either directly or indirectly through another entity or multiple entities; or the spouse or family member of a person that has a direct or indirect interest in Landlord. Prior to the transfer of the Property or the assignment of the Lease under this Paragraph 20(a), Landlord must first provide Tenant 30 day's written notice. Tenant will have the opportunity to challenge whether the transferee or assignee is a "Permitted Party" as defined herein by providing written notice to Landlord not less than ten (10) days following

Tenant's receipt of the notice required in this subsection. If Landlord does not receive written notice from Tenant within this time period, Tenant shall be deemed to have approved the proposed transferee or assignee as a Permitted Party.

- b. Landlord agrees that in the event this Lease is assigned under Paragraph 20(a) above, the assignment instrument between Landlord and the assignee shall contain language indicating that the assignment will be subject to the terms and conditions of this Lease, including Paragraph 9 herein, and that Tenant's rights to the Property as set forth herein shall be preserved for any remaining Lease Term, as defined in Paragraph 2 herein.
- c. The parties agree that Tenant's right of first refusal as set forth in Paragraph 9 shall not be triggered by Landlord's transfer of the Property to a Permitted Party nor the assignment of this Lease to any party.
- d. Landlord may, without the requirement to first notify or obtain consent from Tenant, assign the rents Landlord is entitled to receive from Tenant hereunder as security for any loan.

21. Notices. Any notices to be delivered to a party to this Lease shall be in writing, shall be sent postage prepaid either by (i) certified mail, in which case such notice shall be deemed to be received three (3) days after placing such notice in the mail; or (ii) overnight courier, in which case such notice shall be deemed received on the delivery date as confirmed by the overnight courier. All notices shall be sent to the following addresses:

If to Landlord:	Church & Chestnut, LLC Attn: Paul. S. Nicolosi 420 Financial Court, Suite 120 Rockford, Illinois 61107
With Copy to:	Church & Chestnut, LLC 6260 E. Riverside Blvd #356 Loves Park, Illinois 61111-4418
If to Tenant:	County of Winnebago Attn: Dave Kurlinkus 400 West State Street, Suite 804 Rockford, Illinois 61101

22. Effect. This Lease shall be binding and in full force and effect as stated above.

(SIGNATURE PAGE TO FOLLOW)

IN WITNESS WHEREOF, the parties have executed this Lease to be effective as of the date first written above.

LANDLORD:

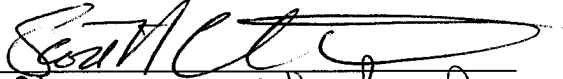
CHURCH & CHESTNUT, LLC,
A Delaware limited Liability Company

By: 

Its: authorized agent

TENANT

WINNEBAGO COUNTY, ILLINOIS
An Illinois body politic

By: 

Its: Chairman of the Board

Attest:

WINNEBAGO COUNTY CLERK

Margie M Mullins

EXHIBIT A

Legal Description

Parcel I:

Part of Lots Two (2) and Three (3) in Block Sixteen (16) as designated upon the Plat of that part of the Town (now City) of Rockford, on the West side of Rock River, laid out on the West part of the Southwest Fractional Quarter (1/4) of Section 23, Township 44 North, Range 1 East of the Third Principal Meridian, the Plat of which is recorded in Book D of Deeds on page 429 in the Recorder's Office of Winnebago County, Illinois, bounded as follows, to-wit: Beginning at a point on the Westerly line of said Lot Two (2) Sixty (60) feet Southerly from the Northwestern corner of said Block; thence Southerly, along the Westerly lines of said Lots Two (2) and Three (3), Ninety-six and Forty-two Hundredths (96.42) feet more or less, to the Southerly corner of said Lot Three (3); thence Easterly, along the Southerly line of said Lot Three (3), Fifty-four and Forty-two Hundredths (54.42) feet; thence Northerly parallel with the Westerly lines of said Lots Three (3) and Two (2), Ninety-six and Forty-two Hundredths (96.42) feet to a point Sixty (60) feet Southerly from the Northerly line of said Block; thence Westerly, parallel with the Northerly line of said Block, Fifty-four and Forty-two Hundredths (54.42) feet to the place of beginning; AND ALSO, the Southerly .2 feet of part of the following tract: Lots One (1) and Two (2) in Block (16) in the Original Town (now City) of Rockford, West of Rock River, bounded as follows, to-wit: Beginning at the Northwestern corner of said Lot One (1), thence Easterly along the Northerly line of said Lot One (1), Fifty-four feet, thence Southerly, parallel with the Westerly lines of said Lots One (1) and Two (2), Sixty (60) feet, thence Westerly, parallel with the Northerly line of said Lot One (1), Fifty-four (54) feet to the Westerly line of said Lot Two (2), thence Northerly along the Westerly lines of said Lots Two (2) and One (1), Sixty (60) feet to the place of beginning; situated in the County of Winnebago and State of Illinois.

Parcel II:

Part of Lots One (1) and Two (2) in Block Sixteen (16) of the Original Town (now City) of Rockford, West of the Rock River, bounded as follows, to-wit: Beginning at the Northwestern corner of said Lot One (1), thence Easterly along the Northerly line of said Lot One (1), fifty-four (54) feet; thence Southerly parallel with the Westerly lines of said Lots One (1) and Two (2), sixty (60) feet; thence Westerly parallel with the Northerly line of said Lot One (1), fifty-four (54) feet to the Westerly line of said Lot Two (2); thence Northerly along the Westerly line of said Lots Two (2) and Lot One (1), Sixty (60) feet to the place of beginning: EXCEPTING therefrom the Southerly Thirty-two Hundredths feet (0.32) conveyed by Warranty Deed recorded in Microfilm Number 69-22-1491. ALSO part of Lot One (1) and part of Lot Two (2) in Block Sixteen (16) in the Original Town (now City) of Rockford, West of Rock River, bounded as follows, to-wit: Commencing at the Northwestern corner of said Lot 1; thence Easterly along the Northerly line of said Lot 1, a distance of 54.0 feet; thence Southerly parallel with the Westerly line of said Lot 1, a distance of 34.0 feet to the point of beginning for the following described parcel: thence Easterly parallel with the Northerly line of said Lot 1, a distance of 0.5 feet; thence Southerly parallel with the Westerly line of said Lot 1 and continuing Southerly parallel with the Westerly line of said Lot 2, a distance of 25.68; thence Westerly parallel with the Northerly line of said Lot 1, a distance of 0.5 feet; thence Northerly parallel with the Westerly lines of said Lots 2 and 1, a distance of 25.68 feet to the point of beginning; situated in Winnebago County, State of Illinois.

ALSO:

Beginning at a point on the Westerly line of Lot Two (2) in Block Sixteen (16) in the Original Town (now City) of Rockford, West of the Rock River, Two-tenths (0.2) feet Northerly of the Southwesterly corner of the following described tract, herein referred to as the "Reverence Tract": Part of Lots One (1) and Two (2) in Block Sixteen (16) in the Original Town (now City) of Rockford, West of Rock River, bounded as follows, to-wit: Beginning at the Northwestern corner of said Lot One (1); thence Easterly along the Northerly line of said Lot One (1), Fifty-four (54) feet; thence Southerly parallel with the Westerly lines of said Lots One (1) and Two (2), Sixty (60) feet; thence Westerly parallel with the Northerly line of said Lot One (1), Fifty-four (54) feet to the Westerly line of said Lot Two (2); thence Northerly along the Westerly lines of said Lots Two (2) and One (1), Sixty (60) feet to the place of beginning; thence Northerly along the Westerly line of said Lot Two (2), a distance of Twelve-one Hundredths (0.12) feet; thence Easterly parallel with the Northerly line of Lot One (1) of said Block Sixteen (16) to a point on the Easterly line of "Reverence Tract"; thence Westerly in a straight line to the point of beginning; situated in Winnebago County, Illinois.

Parcel I:

The Easterly Forty-four (44) feet of Lots One (1), Two (2) and Three (3) in Block Sixteen (16) as designated upon the Map of the Original Town (now City) of Rockford, West of Rock River, the Westerly line of said premises being parallel with the Easterly lines of said lots; situated in the County of Winnebago and the State of Illinois.

Parcel II:

Part of Lots One (1), Two (2) and Three (3) in Block Sixteen (16) as designated upon the Map of that part of the Town (now City) of Rockford, West of Rock River, filed for record by John W. Leavitt, the Plat of which is recorded in Book E of Deeds on Page 225 in the Recorder's Office of Winnebago County, Illinois, bounded as follows, to-wit:

Beginning on the Northerly line of said Lot One (1) at a point One Hundred Twelve and Forty-two Hundredths (112.42) feet Easterly from the Northwest corner thereof; thence Southerly, parallel with the Westerly lines of said three Lots, to the Southerly line of said Lot Three (3); thence Westerly, along said Southerly line, Fifty-eight (58) feet; thence Northerly, parallel with the Westerly lines of said three Lots, to the Northerly line of said Lot One (1); thence Easterly, along said Northerly line, Fifty-eight (58) feet to the place of beginning, EXCEPTING THEREFROM Part of Lot One (1) and part of Lot Two (2) in Block Sixteen (16) as designated upon the Map of that part of the Town (now City) of Rockford, West of Rock River, filed for record by John W. Leavitt, the Plat of which is recorded in Book E of Deeds on Page 225 in the Recorder's Office of Winnebago County, bounded as follows, to-wit: Commencing at the Northwest corner of said Lot One (1); thence Easterly along the Northerly line of said Lot One (1), a distance of 54.0 feet; thence Southerly parallel with the Westerly line of said Lot One (1) a distance of 34.0 feet to the point of beginning for the following described parcel; thence Easterly parallel with the Northerly line of said Lot One (1), a distance of 0.5 feet; thence Southerly parallel with the Westerly line of said Lot One (1) and continuing Southerly parallel with the Westerly line of said Lot Two (2), a distance of 25.68 feet; thence Westerly parallel with the Northerly line of said Lot One (1), a distance of 0.5 feet; thence Northerly parallel with the Westerly lines of said Lots Two (2) and One (1), a distance of 25.68 feet to the point of beginning; situated in the County of Winnebago and State of Illinois.

**A/K/A: 310 South Church Street, 320 and 324 Chestnut Street
PIN's: 11-22-479-009, 11-22-479-002, and 11-22-479-003**

Treasurer of Winnebago County - Vendor Account		Contact Finance Department (815) 319-4056 for any additional information required	
01/23/2014	243923	JAN, FEB 14 RENT CAP IMP ADVANC	86000 46310 13500 43340
9299	CHURCH & CHESTNUT LL	0333012	01/23/2014
		88,400.00	75,000.00 13,400.00

DO NOT ACCEPT UNLESS THIS CHECK IS PRINTED WITH A GREEN BACKGROUND. CONTAINS A VOID PANTOGRAPH, MICRO PRINTING, FACE AND BACK, AND UV FIBERS.

Treasurer of Winnebago County
 404 Elm Street
 Rockford, Illinois 61101
 Vendor Account

VOID AFTER 90 DAYS

Vendor Number: 9299
 Check Date: 01/23/2014
 Check Number: 0333012

\$ 88,400.00

Pay Eighty Eight Thousand Four Hundred Dollars and 00 cents *****

To The Order Of: **CHURCH & CHESTNUT LL**

RIVERSIDE BANK
 ROCKFORD, IL

MP
 Winnebago County Clerk
Margie M Mulino

MP
 Winnebago County Treasurer
Susan Gaud

⑈0333012⑈ ⑆071925554⑆ 161000971⑈

Value Estimate		
Interest Rate Estimate		3%
Date		2/1/2022
Period		12
NPV of Future Payments at 3%	\$	618,064
NPV RAVE Payments @ \$2,500 per month		185,144
NPV of 68 Parking Spots @ 26 Per Month	\$	132,702
	\$	935,910
Land Value Based on Current Assessment		
Parcel 11-22-479-002		\$41,127
Parcel 11-22-479-009		\$38,691
Parcel 11-22-479-003		\$32,292
		\$112,110
Price Point for County Purchase Value Greater Than:		\$174,690
*NPV until 12-31-2028		

Contract Terms		
Total Base Parking Fee	\$	847,113
Total Base Sublease Fee	\$	504,234
Total Payments	\$	1,351,347
Total Payments Made	\$	665,505
Total Still Due	\$	685,842
Contract Offer	\$	1,110,600

Property Tax Impact				
EAV	Current Property Tax		New EAV	New Property Tax
10,764	\$	1,384	106,631.87	\$ 13,711
13,709	\$	1,763	135,806.04	\$ 17,462
12,897	\$	1,658	127,762.09	\$ 16,428
37,370	\$	4,805	370,200	\$ 47,602

email to sam.kramer@marcusmillichap.com

Sam Kramer
Associate
Marcus & Millichap
600 East 96th Street, Suite 500
Indianapolis, IN 46240
Phone: 317-218-5356

NON-BINDING LETTER OF INTENT

The Buyer hereby offers to purchase the Property on the following terms and conditions:

Property:	Downtown Rockford Parking Lot 310,320,324 Chestnut St Rockford, IL 61101 APNs: 11-22-479-002, 11-22-479-009, 11-22-479-003
Purchase Price:	\$ <u>1,110,600</u>
Deposit:	\$ <u>20,000</u> within 3 Days of Execution of Purchase Agreement. Deposit non-refundable after Inspection Period is waived.
Purchase Agreement:	Buyer shall submit within <u>7</u> Days of an Accepted Letter of Intent.
Financing Contingency:	<u>50</u> Days from Effective Date of Purchase Agreement.
Due Diligence/ Inspection Period:	<u>21</u> Days from Effective Date of Purchase Agreement.
Close of Escrow:	<u>10</u> Days after removal of financing contingency.
Title/Escrow Company:	To be mutually agreed upon by Buyer and Seller.
Closing Costs:	Seller shall pay for standard owner's title insurance policy. Each party shall pay its own legal fees. Closing fees shall be split 50-50.
Survey:	Seller shall furnish new survey.

This offer will expire if not executed by both parties by 5:00 p.m. 01/20/2022. Buyer reserves the right to rescind this letter at will and without notice.

This proposal is intended to be a non-binding letter of intent which states terms and conditions upon which Buyer will consider purchasing the Property from Seller. Neither party shall become legally bound in any manner until a formal purchase agreement is executed and delivered to both parties.

Buyer Signature:

DocuSigned by:
Bill Rason
534358C2698B42B...

Date: 1/17/2022 | 15:03:15 CST

By:

William C. Rason

AGREED & ACCEPTED BY SELLER:

Seller Signature:

Date: _____

By:

**Lakeshore Title Agency
3501 Algonquin Rd Ste 120
Rolling Meadows, IL 60008
Authorized Agent of First American Title Insurance Company**

File No. **2200163**

COMMITMENT FOR TITLE INSURANCE

SCHEDULE A

Commitment No: 2200163

1. Commitment Date: **February 02, 2022, 09:00 am** Issue Date: **February 04, 2022, 11:00 am**
2. The policy or policies to be issued are: POLICY AMOUNT
 - (a) ALTA OWNER POLICY - 2006 **\$1,135,600.00**
Proposed Insured: **Chestnut Park LLC**
 - (b) ALTA LOAN POLICY - 2006 **\$851,700.00**
Proposed Insured: **First Financial Bank, NA, its successors and/or assigns as their interests may appear.**
Proposed Borrower: **Chestnut Park LLC**
3. The estate or interest in the land described or referred to in the Commitment and covered herein is located in the State of Illinois.
4. Title to the **Fee Simple** estate or interest in said land is at the effective date hereof vested in
Church & Chestnut Development, LLC, a Delaware Limited Liability Company
5. Legal description of the land:
See Legal Description Attached as Exhibit A

Countersigned
Lakeshore Title Agency

By PW Pontarelli
Authorized Signatory

Exhibit A

LOTS 1, 2 AND 3 IN BLOCK 16 AS DESIGNATED UPON THE MAP OF THE ORIGINAL TOWN (NOW CITY) OF ROCKFORD, WEST OF ROCK RIVER, THE MAP OF WHICH IS RECORDED IN BOOK "E" OF DEEDS ON PAGE 224; SITUATED IN THE COUNTY OF WINNEBAGO AND STATE OF ILLINOIS.

NOTE FOR INFORMATION:

CKA: 310, 320 AND 324 CHESTNUT ST., ROCKFORD, IL 61101

PIN: 11-22-479-009 (Pt Lots 1, 2 and 3), 11-22-479-002 (Pt Lots1, 2 and 3) AND 11-22-479-003 (Pt Lots1, 2 and 3)

**Lakeshore Title Agency
3501 Algonquin Rd Ste 120
Rolling Meadows, IL 60008
Authorized Agent of First American Title Insurance Company**

File No. **2200163**

COMMITMENT FOR TITLE INSURANCE

SCHEDULE B - SECTION I

REQUIREMENTS

Effective Date: **February 2, 2022, 09:00 am**

The following are the requirements to be complied with:

- (a) Payment to, or for the account of, the sellers or mortgagors of the full consideration for the estate or interest to be insured.
- (b) Instruments in insurable form which must be executed, delivered and duly filed for record
- (c) Payment of all taxes, charges, assessments, levied and assessed against subject premises, which are due and payable.
- (d) Proper instrument(s) creating the estate or interest to be insured must be executed and duly filed for record, to wit:
 - a. Deed, in proper form, from Seller(s) to Buyer(s)
 - b. Mortgage, in proper form, from borrower(s) to the lender and for the loan amount shown on Schedule "A" of this commitment
- (e) Buyer/Borrower must bring to close an original insurance policy at least in the amount of mortgage, and a paid receipt for one year's premium, with a mortgagee's clause. Binders are not acceptable to lenders.
- (f) Standard Exception 2 will be removed from the owner's policy insuring completed structures with four or fewer single residences and individual condominium units upon compliance with the following items:
 - a. Existing survey, or if no survey is available, an affidavit in lieu of survey by sellers to that effect.
 - b. Execution of an ALTA extended coverage loan and owners policy combined statement.

NOTE: This commitment is not an abstract, examination, report or representation of fact of title and does not create and shall not be the basis of any claim for negligence, negligent misrepresentation or other tort claim or action. The sole liability of the company and its title insurance agent shall arise under and be governed by the conditions of the commitment.

NOTE: Your attention is directed to the provisions of the Tax Reform Act of 1986 which require the reporting of real estate transactions to the Internal Revenue Service. All real estate transactions (except for refinances) closed after January 1, 1987 must be reported on a Form 1099-B which must be completed in full at the time of closing.

NOTE: "The final 2006 ALTA Policy issued will contain an arbitration provision. When the amount of insurance is \$2,000,000 or less, all arbitral matters in dispute shall be arbitrated at the option of either the company or the Insured and will be the exclusive remedy available to the parties. You may review a copy of the arbitration rules at <http://www.alta.org>."

NOTE: If the subject property is located within Cook, Kane, Will or Peoria County it is subject to the Illinois Predatory Lending Database Program which becomes effective July 1, 2008, as authorized by Public Act 95-0691 (SB1167).

REQUIREMENT: Record the mortgage or trust deed to be insured together with either a Certificate of Compliance, or a Certificate of Exemption if the subject mortgage loan or trust deed is an exempt transaction.

Upon receipt of either a Certificate of Compliance or Certificate of Exemption the note and requirement will not appear on the final policy to be issued.

NOTE: We will require all parties to the transaction to execute a Personal Information Affidavit at closing.

NOTE: Effective January 1, 2011 all underwriters will charge a fee for the issuance of a closing protection letter. Each underwriter can set their own fee. Since the fee can vary please include an appropriate amount on your good faith estimate for the closing protection letter.

NOTE: Effective immediately, Lakeshore Title Agency will only accept, from any and all parties to the transaction, wire transfer funds as incoming funds, Lakeshore Title Agency will not accept cashier's checks, certified checks and/or other any other form or draft as incoming funds, whether presented from an Illinois financial institution or an out of state financial institution."

NOTE: Please be aware that due to the conflict between federal and state laws concerning the cultivation, distribution, manufacture or sale of marijuana, the Company is not able to close or insure any transaction involving land that is associated with these activities.

***Lakeshore Title Agency
3501 Algonquin Rd Ste 120
Rolling Meadows, IL 60008
Authorized Agent of First American Title Insurance Company***

File No. **2200163**

**COMMITMENT FOR TITLE INSURANCE
SCHEDULE B - SECTION II
STANDARD EXCEPTIONS**

Effective Date: February 2, 2022, 09:00 am

Schedule B of the policy or policies to be issued will contain the following exceptions unless the same are disposed of to the satisfaction of the Company and the Company will not pay costs, attorney's fees or expenses which arise by reason of:

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the Proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
2. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public record.
3. Any encroachments, easements, encumbrance, violation, adverse circumstances, measurements, affecting title, variations in area or content, party walls or other facts which a correct survey of the premises would show.
4. Rights or claims of parties in possession not shown by the public records.
5. Roads, ways, streams or easements, if any, not shown by the public records, riparian rights and the title to any filled-in lands.
6. All assessments and taxes for the year 2022, and all subsequent years.
7. Right of way for drainage ditches, feeders, tiles and laterals, if any.
8. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, and any other matters not shown by the public records which would be disclosed by an accurate survey and inspection of the land described in Schedule C.
9. Easements, or claims of easements, not shown by the public records.
10. Taxes or special assessments which are not shown as existing liens by the public records.
11. Covenants, conditions, restrictions, rights of way, building lines and easements appearing as of public records, but omitting any such covenants or restrictions based on race, color, religion, handicap, familial status or national origin, if any.

**Lakeshore Title Agency
3501 Algonquin Rd Ste 120
Rolling Meadows, IL 60008
Authorized Agent of First American Title Insurance Company**

File No. **2200163**

COMMITMENT FOR TITLE INSURANCE

**SCHEDULE B - SECTION II
SPECIAL EXCEPTIONS**

1. Real Estate Taxes for the year 2020 and subsequent years:

Taxes for 2019 and previous years are posted PAID.

1st installment of 2020 taxes, in the amount of \$881.38 are Posted Paid.

2nd installment of 2020 taxes, in the amount of \$881.38 are Posted Paid.

Taxes for 2021 and subsequent years are not yet due or payable

PIN: 11-22-479-002

2. Real Estate Taxes for the year 2020 and subsequent years:

Taxes for 2019 and previous years are posted PAID.

1st installment of 2020 taxes, in the amount of \$692.04 are Posted Paid.

2nd installment of 2020 taxes, in the amount of \$692.04 are Posted Paid.

Taxes for 2021 and subsequent years are not yet due or payable

PIN: 11-22-479-003

3. Real Estate Taxes for the year 2020 and subsequent years:

Taxes for 2019 and previous years are posted PAID.

1st installment of 2020 taxes, in the amount of \$829.18 are Posted Paid.

2nd installment of 2020 taxes, in the amount of \$829.18 are Posted Paid.

Taxes for 2021 and subsequent years are not yet due or payable

PIN: 11-22-479-009

4. We do not find an existing first mortgage of record. If this is inaccurate, we should be advised, and this commitment is subject to such other exceptions, if any, as then may be deemed necessary.

5. With respect to the Limited Liability Company shown in Schedule A in title to the land, the Company must be provided with the following:

a) A certification from the Illinois Secretary of State that the L.L.C. has properly filed it's articles of organization.

b) A copy of the Articles of Organization, together with any amendments thereto.

c) A Certificate of Good Standing from the Illinois Secretary of State.

d) A copy of the Operating agreement and all amendments thereto; and,

**Lakeshore Title Agency
3501 Algonquin Rd Ste 120
Rolling Meadows, IL 60008
Authorized Agent of First American Title Insurance Company**

File No. 2200163

e) A Roster of members or incumbent managers.

f) A Certification that no event of dissolution has occurred.

NOTE: Unless the deed is executed by all members, we must also be furnished evidence satisfactory to the Company that all necessary consents, authorizations, resolutions, notices and actions relating to the sale and the execution and delivery of the deed as required under applicable law and the governing documents have been conducted, given or properly waived.

6. Purchaser/Borrower appears to be a Limited Liability Company, the Company must be provided with the following:

a) A certification from the Illinois Secretary of State that the L.L.C. has properly filed it's articles of organization.

b) A copy of the Articles of Organization, together with any amendments thereto.

c) A Certificate of Good Standing from the Illinois Secretary of State.

d) A copy of the Operating agreement and all amendments thereto; and,

e) A Roster of members or incumbent managers.

f) A Certification that no event of dissolution has occurred.

NOTE: Unless the mortgage is executed by all members, we must also be furnished evidence satisfactory to the Company that all necessary consents, authorizations, resolutions, notices and actions relating to the execution and delivery of the mortgage as required under applicable law and the governing documents have been conducted, given or properly waived.

7. Relative to the deletion of the Standard Exceptions 1 through 6, we should be furnished with the following:

1)A sworn statement disclosing all parties in possession of the land, including parties in possession under unrecorded leases and the terms and provisions thereof, options; and unrecorded contracts to purchase the land.

2)Letters for Public or Quasi-Public Utilities serving the area in which the land is located.

3)A current survey of the land, properly certified to the company, made in accordance with (i) the accuracy requirements "Minimum Standard Detail Requirements for Land Title Surveys" jointly established and adopted by the American Land Title Association and National Society of Professional Surveyors (ALTA/NSPS) Congress on Survey and Mapping February 23, 2016; and (ii) the Laws of the State of Illinois.

4)An Alta Extended Coverage Policy Statement. If new construction has taken place within the last six months, the following should be provided: Satisfactory evidence of the payment in full of the cost of furnishing services, labor and materials in connection with any improvements made on the land within six months of the date of this commitment. This evidence should consist of sworn contractor and subcontractor(s) affidavits, together with all necessary waivers of lien.

8. Existing unrecorded leases, if any, and all rights of the lessees and of any person or party claiming by, through or under lessees and rights of parties in possession under such unrecorded leases.

**Lakeshore Title Agency
3501 Algonquin Rd Ste 120
Rolling Meadows, IL 60008
Authorized Agent of First American Title Insurance Company**

File No. **2200163**

We will waive this exception upon receipt of evidence showing no tenants are in possession of any portion of the subject premises; or in the alternate, the name of any party holding an unrecorded lease to the subject premises should be disclosed along with the term of said lease.

Our owners/loan policy when issued will be subject to any said unrecorded lease.

9. Rights of the property manager, if any, to a statutory lien on the premises for its property manager's fee.

NOTE: Provide an affidavit by the owners stating that there is no property manager for the insured premises. In absence thereof, provide a waiver of lien by the property manager covering the date of the recording of the deed and mortgage to our insureds.

10. DEED, in proper form, from Church & Chestnut Development, LLC, a Delaware Limited Liability Company to CONTRACT PURCHASER(S), to be recorded prior to the mortgage insured hereby.

11. Pursuant to the State and County codes and City, Village or Municipal Ordinance, the recording/filing of any deed or other instruments of conveyance may be subject to real estate transfer taxes. Relative thereto, the deed(s) submitted to this company for recording must be accompanied with the appropriate transfer tax stamps, water certification, zoning compliance certification, if required. In lieu thereof said deeds, etc., must be properly exempted from said tax.

Please check with the City, Village or Municipality regarding their requirements for the transfer of property.

12. The following endorsements have been approved for the loan policy:

Comprehensive Endorsement (Alta 9)
Location Endorsement
EPA Endorsement

13. IEPA No Further Remediation Letter and attachments recorded 5/20/2014 as Document No. 20141015417.

14. Rights of the Public, State and Local municipalities and adjoining property owners to the use of and access to the area designated as "Alley" as per plat of Subdivision recorded in Plat Book E at Page 224.

15. Subject to Building Lines, Easements, Covenants, Conditions and Restrictions of Record, if any.

16. Any encroachment, encumbrance, violation, variation or adverse circumstance that would be disclosed by an accurate and complete land survey of the land and inspection of the land.

17. Rights of way for drainage ditches, tiles, feeders and laterals, if any.

18. Rights of the public, the municipality and the State of Illinois in and to that part of the premises in question taken, used, or dedicated for roads, streets, alleys or highways.

19. Rights of public or quasi-public utilities to maintain overhead wires, over, upon and across the land.

**Lakeshore Title Agency
3501 Algonquin Rd Ste 120
Rolling Meadows, IL 60008
Authorized Agent of First American Title Insurance Company**

File No. **2200163**





6735 Vistagreen Way Suite 110 | Rockford, IL 61107-5643
815.265.6464 | www.aghlaw.com

RECEIVED
FEB 03 2022
BY: _____

January 31, 2022

Ms. Lafakeria S. Vaughn
Chief of the Civil Bureau
Winnebago County State's Attorney's Office
400 West State Street, Suite 804
Rockford, IL 61101

VIA OVERNIGHT DELIVERY VIA FEDEX Tracking # 775915861580

Re: First Refusal on 310,320, and 324 Chestnut Street

Dear Ms. Vaughn:

You have previously received an email regarding the terms of a proposed sale of the above-referenced property by Church & Chestnut Development, LLC to William Rason. As you are also aware, the existing Lease between Church & Chestnut Development, LLC and Winnebago County provides the County a right of first refusal on any such sale. This letter and the attached documents are formal Notice of the proposed sale to the County. Time is of the essence with regarding to finalizing a transaction with either Mr. Rason or the County and therefore, a prompt response regarding the County's position would be appreciated.

Sincerely,

Gregory E. Cox
(815) 265-6237
gcox@aghlaw.com

Enc. – Contract for Purchase and Sale

JOINT APPROVED FORM, WINNEBAGO COUNTY BAR ASSOCIATION "WCBA"
AND ROCKFORD AREA ASSOCIATION OF REALTORS® "RAAR"

CONTRACT FOR PURCHASE AND SALE

For Use with Vacant Land

(Complete All Blanks and Delete Inapplicable Language)

LISTING OFFICE: Marcus & Millichap Phone: _____
Listing Broker: Forest Bender Broker #: _____
Listing Office Address: _____
Listing Office License #: _____ Listing Broker License #: _____
Email: forest.bender@marcusmillichap.com Phone: _____ Fax: _____
Seller's Attorney: Gino Galluzzo Phone: (815) 265-6464
Email: ggalluzzo@aghlaw.com Fax: _____
Condo/HOA Name: _____ Phone: _____
Condo/HOA Contact Name: _____ Email: _____

SELLING OFFICE: Marcus & Millichap Phone: _____
Selling Broker: Sam Kramer Broker #: _____
Selling Office Address: _____
Selling Office License #: _____ Selling Broker License #: _____
Email: sam.kramer@marcusmillichap.com Phone: (317) 218-5356 Fax: _____
Buyer's Attorney: Wilmer Goering II Phone: (812) 427-2135
Email: wg.goeringlaw@gmail.com Fax: _____
Lender Name: First Financial Bank, N.A. Contact Name: Tony Denger
Email: tdenger@first-online.com Phone: (317) 430-3858 Fax: _____

Designated agents of the Listing Broker are agents of the Seller. Designated agents of the
Selling Broker are agents of the Buyer unless a dual agency agreement is signed.

CONFIRMATION OF CONSENT TO DUAL AGENCY

The undersigned confirm that they have previously consented to Forest Bender,
Licensee, acting as a Dual Agent in providing brokerage services on their behalf and specifically
consent to Licensee acting as a Dual Agent in regard to the transaction referred to in this
document. Seller's Initials: FB / _____ Buyer's Initials: _____ / BR

1. Seller. To: (SELLER) Church & Chestnut Development, LLC
Email: _____ Phone: (815) 265-6142
of 6735 Vistagreen Way, Rockford, Illinois 61107 (Address & Zip Code)
2. Buyer. The Undersigned (BUYER) Chestnut Park LLC (William C. Rason)
Email: wrason@twc.com Phone: (502) 424-7775
of PO Box 152, Milton KY 40045 (Address & Zip Code)
3. Premises. Offers to purchase the following described real estate situated in (Winnebago)
() County, Illinois, commonly known as: 310,320 & 324
Chestnut Street, Rockford, IL 61101 Property I.D.#: 11-22-479-002; 11-22-479-009;
(Lot) (consisting of acres) and legally described as: and 11-22-479-003

4. Purchase Price. And to pay you \$ 1,135,600
 with \$ 20,000 as earnest money (a minimum of 5% of the purchase price
 is recommended) to be tendered by Buyer no later than one business day following the date
 of the accepted Contract (which earnest money shall be increased to a total of
 \$ 20,000 within one business day following the expiration of the ~~Attorney~~ Financing Period in 5A
~~Approval period as set forth in Paragraph 6 herein~~) to be applied to the purchase price; (if
 Contract is not subject to 5A financing contingency, Buyer will furnish written verification of
 funds to close from a financial institution within business days of acceptance of this
 Contract).
5. Contingencies. Buyer's obligations pursuant to this Contract are contingent upon the
 following:
- A. Financing. Obtain by 3/18/22, a written mortgage loan commitment
 containing the following terms: loan amount not less than 75 % of the purchase price due in
 not less than 5 years amortized over 20 years with (Fixed) (~~Adjustable~~) interest at not
 more than 5.0 % per year and lender required flood insurance premiums not to exceed
 \$ 0 per year, or containing other terms acceptable to Buyer. Buyer shall provide to
 Seller by the above date a copy of the Lender's loan commitment or upon Seller's request
 will provide a denial letter if available from Buyer's lender. The issuance of a commitment
 containing the above-specified terms or Buyer's written acceptance of a commitment
 containing other terms shall satisfy this contingency. Seller agrees to pay Buyer's closing
 costs not exceeding \$ 0 (to include all costs paid to third parties in connection with
 the closing, prepaid mortgage interest, insurance and tax reserve deposits).
- B. Appraisal. Obtain by 3/11/22 an appraisal prepared by an Illinois
 licensed appraiser indicating the value of the premises to be equal to or greater than the
 purchase price.
- C. Sale of Property. (~~Enter into a contract for the sale of property for not less than~~
~~\$~~ ~~or a lesser amount as is accepted by~~ ~~and~~) complete the sale of
 property in which Buyer now has an interest located at
 on or before . ~~Seller reserves the right to~~
~~accept another bona fide offer subject to the rights of Buyer under this Contract. In the event~~
~~Seller accepts another bona fide offer, Seller shall deliver a notice to eliminate contingency~~
~~to Buyer. Within 72 hours of receipt of such notice, Buyer shall deliver written notice to~~
~~Seller of removal of this contingency and all other Buyer contingencies AND (a) provide a~~
~~written commitment for a non-contingent bridge loan, OR (b) provide evidence of available~~
~~funds sufficient to allow Buyer to complete the transaction, or this Contract shall be void.~~
- D. Environmental Assessment. Obtain by 2/21/22 a written Phase I
 environmental site assessment report conducted pursuant to current U.S. EPA, Illinois EPA
 and ASTM standards, at (Seller's)(Buyer's) expense and unless such assessment report is
 disapproved by Buyer in writing by 2/21/22 this Contract shall remain in effect.
See Notice Regarding Environmental Liability Immediately Above Signature Lines.
6. Attorney's Approval. This Contract is subject to Buyer's and Seller's attorney's written
 disapproval of this Contract within seven (7) business days of the final acceptance of this
 Contract. In the absence of notice within the time specified, this provision shall be deemed
 waived and this Contract shall remain in effect.

- 89 7. Failure of Contingency. Except as otherwise provided, if any contingency cannot in good
90 faith be carried out, this Contract shall become void and the earnest money shall be returned
91 to Buyer pursuant to the provisions of Paragraphs 10 and 13 hereof.
- 92 8. Closing. This transaction shall be closed on 3/28/22 or on such date as mutually
93 agreed by the parties in writing, and Seller shall deliver possession of the premises free of
94 debris at time of closing. If by no fault of either party this transaction cannot close by the
95 closing date due to any government regulations or lender requirement, the date of closing
96 shall be extended for the period necessary to satisfy these requirements, not to exceed 7
97 business days. A final inspection of the premises may be made by Buyer within 48 hours
98 prior to closing to determine whether the premises is in the same condition as of the time
99 Buyer entered into the Contract.
- 100 9. Prorations and Credits. Rents, utilities, pre-paid service contracts, property taxes, association
101 dues, and other similar items shall be prorated and credited along with security deposits and
102 prepaid items through date of closing. Seller shall pay at closing all special assessments,
103 special service area taxes, or fees or other similar items charged against the premises
104 approved, enacted or confirmed prior to date of final acceptance of contract by a public body,
105 private association or a Court.
106 Tax prorations shall be final as of closing and based upon the actual tax bill if known for a
107 specific tax year; otherwise shall be calculated at 105% of the most recent tax rate times the
108 assessment and exemption information published on the county assessor's website within 7
109 business days of final acceptance unless Seller submits to Buyer within 7 business days of
110 final acceptance evidence of changes in the assessment and exemption information. Seller
111 warrants that it has submitted or will submit in a timely manner all necessary documentation
112 to preserve the exemptions through closing and shall provide evidence of the same within 7
113 business days of final acceptance; otherwise, the tax prorations shall be prorated without said
114 exemptions.
115 (Seller represents that as of final acceptance, (Condo) (Homeowner) Association fees are
116 \$_____ per _____ and that a special assessment (of \$_____)
117 (check one) _____ has not / _____ has been levied).
- 118 10. Earnest Money. The earnest money shall be held by Lakeshore Title Company, referred to
119 as "Escrowee," for the mutual benefit of the parties in a non-interest bearing account. If an
120 earnest money dispute arises, Escrowee shall be authorized to release the earnest money
121 ONLY upon written direction executed by all parties or order of Court; **provided, however,**
122 **in the event the premises is being sold through a RAAR listing and a dispute solely**
123 **involving earnest money arises, the parties agree to submit the dispute to binding**
124 **arbitration if available through RAAR under arbitration rules and procedures**
125 **approved by RAAR and WCBA.**

11. Seller Warranty. Seller warrants as of closing that:
- A. Condition of the Premises. Seller agrees to deliver possession of the premises in the same condition as it is at the date of this Contract, ordinary wear and tear excepted.
- B. Water/Sanitary. (check one)
☐ A well/conventional septic system may be installed on premises; or
☒ Sewer/water is available at the lot line subject to normal connection charges only;
- C. Building Permit. A building permit is obtainable for the construction of a
 N/A
- D. Zoning. The premises are presently zoned C4; and
- E. Hazardous Substances. Seller warrants that (1) Seller has not conducted, authorized or permitted the generation, transportation, storage, treatment or disposal at or from the premises of any hazardous substance as defined by the Federal Emergency Planning and Community Right to Know Act of 1986, and (2) Seller is not aware of and has not caused or allowed the release of any petroleum products on or from the premises prior to closing. This warranty is specifically intended to survive the closing of this transaction.
12. Title Insurance. Seller shall furnish current title insurance commitment in the amount of the purchase price to Buyer prior to closing, and final policy thereafter, at Seller's expense, from a title company with a closing office located in the county where the premises is located, showing merchantable title subject only to the following permitted exceptions: a) all accrued taxes, fees and special assessments credited to Buyer at closing; b) building setbacks, use and occupancy restrictions, conditions and covenants of record; c) zoning laws and ordinances; d) easements for the use of public utilities; and e) roads and highways. If Seller cannot deliver merchantable title to Buyer at closing subject only to permitted exceptions, this Contract shall be voidable at Buyer's option and the earnest money shall be returned to Buyer.
13. Liquidated Damages. ~~SHOULD BUYER FAIL TO PERFORM THIS CONTRACT PROMPTLY IN THE TIME AND MANNER SPECIFIED, THE EARNEST MONEY SHALL BE FORFEITED BY BUYER AS LIQUIDATED DAMAGES SUBJECT TO THE PROVISIONS OF PARAGRAPH 10, AS SELLER'S EXCLUSIVE REMEDY, AND THIS CONTRACT SHALL BE VOID. IN ANY ACTION TO ENFORCE THE TERMS OF THIS CONTRACT, THE PREVAILING PARTY SHALL BE ENTITLED TO REASONABLE ATTORNEYS FEES AND COSTS.~~
14. Time of the Essence. Time is of the essence of the terms and conditions of this Contract.
15. Closing Documents and Funds. At closing Seller shall convey merchantable title to the premises, subject to permitted exceptions, to Buyer or whomever Buyer may direct by stamped recordable warranty deed or such other appropriate deed or agreement for deed as required. The title company closing fee shall be paid by a Buyer with a mortgage and shall be divided equally between the parties if Buyer has no mortgage. The remainder of the purchase price or any further part of it then due shall be paid and all documents required by the transaction shall be signed and delivered.
16. Governmental Compliance. The parties agree to comply with the following federal or state acts when applicable:
- A. Illinois Real Estate Transfer Tax Act with Seller to pay all transfer taxes due at closing;
- B. Federal Real Estate Settlement Procedures Act (RESPA); and
- C. Illinois Good Funds Act.

17. Notices. All required notices shall be in writing and shall be served directly upon any one of the parties to whom the notice is directed, or the party's real estate brokers or attorneys, by (a) personal delivery, (b) regular or express mail, (c) FAX machine, or (d) e-mail if an e-mail address has been furnished by the recipient or is shown on this Contract. Notices shall be deemed satisfactorily delivered at the time of personal delivery, mailing, FAX, or e-mail transmission regardless of the time of actual receipt by the other party, or their attorney, or real estate broker, except that actual receipt by Buyer, Buyer's broker, or attorney of the notice to eliminate contingency shall be required pursuant to Paragraph 5C of this Contract. For purposes of execution of this Contract and providing subsequent notices, including contingency removals, any electronically signed document or document transmitted by FAX or e-mail shall be treated as an original document. Business days are defined as Monday through Friday excluding federal holidays.

18. Entire Agreement. Following execution by the last party, this Contract shall be deemed effective only upon delivery to the other party, as provided for notices in the preceding paragraph. This document represents the entire agreement and shall be binding upon the parties, their heirs, successors, and assigns.

19. Optional Standard Clauses. The following Optional Standard Clauses shall apply only if initialed by all parties: **(Identify applicable clauses and initial, complete, and make applicable deletions)**

Seller's Buyer's
Initials Initials

33 EX

F. RIDER. This Contract is subject to the terms and conditions set forth in the attached Rider, which is incorporated herein and made a part hereof.

 / / A. Cancellation of Prior Contract. This Contract is subject to the cancellation of Seller's prior contract by

 / / B. Flood Certification. (For use with cash or Seller financed transactions only.) This Contract is subject to Buyer obtaining within seven (7) business days of the acceptance of this Contract, a determination that the premises are not located in a FEMA designated special flood hazard ("A Zone") area or this Contract shall be void.

33 EX

C. Survey Rider is incorporated by reference.

 / / D. Agreement for Deed Rider is incorporated by reference.

 / / E. Tax-Deferred Exchange. The parties agree to cooperate in the completion of a tax-deferred exchange in accordance with the applicable provisions of the Internal Revenue Code; provided, however, that no party shall be required to accept conveyance of and re-convey other premises unless specifically agreed to in writing by them. A party's rights under this Contract, however, may be assigned to a qualified third party escrowee to accomplish a "Starker" exchange.

33

EX

210 **NOTICE TO PARTIES**

211 **BY THE SIGNING OF THIS CONTRACT, YOU ARE ENTERING INTO A BINDING**
 212 **LEGAL AGREEMENT. ANY REPRESENTATION UPON WHICH YOU RELY**
 213 **SHOULD BE INCLUDED IN THIS AGREEMENT. NO ORAL REPRESENTATION**
 214 **WILL BE BINDING UPON OR AN OBLIGATION OF THE SELLER, BUYER, OR**
 215 **REAL ESTATE BROKER. THE UNDERSIGNED ACKNOWLEDGE THAT THEY**
 216 **HAVE HAD THE OPPORTUNITY TO CONSULT WITH SEPARATE LEGAL**
 217 **COUNSEL PRIOR TO THE EXECUTION OF THIS AGREEMENT.**

218
 219 *****NOTICE REGARDING ENVIRONMENTAL LIABILITY*****

220 **BECAUSE OF THE RISK OF SUBSTANTIAL LIABILITIES RESULTING FROM THE**
 221 **OWNERSHIP OF REAL ESTATE THAT MAY BE AFFECTED BY**
 222 **ENVIRONMENTAL DEFECTS OR OTHERWISE SUBJECT TO FEDERAL AND/OR**
 223 **STATE ENVIRONMENTAL REGULATIONS, SELLERS AND BUYERS ARE**
 224 **ADVISED TO CONSULT THEIR RESPECTIVE ATTORNEYS PRIOR TO**
 225 **EXECUTING A CONTRACT FOR PURCHASE AND SALE, REGARDING SUCH**
 226 **LIABILITY RISKS AND REGARDING ADDITIONAL CONTRACT LANGUAGE**
 227 **ADDRESSING THE ASSESSMENT OF ENVIRONMENTAL LIABILITY RISKS.**

228 Dated: January 27, 2022 and to be accepted by: January 31, 2022

229 BUYER:  BY: 1/28/2022 | 15:32:46 CST

230 Presented to Seller _____ (date) Seller's Initials: /

231 Countered: _____ with counteroffer to be accepted by: _____

232 SELLER:  BY: 1/27/2022

233 Date of Final Acceptance & Delivery: _____ (Insert after all terms and conditions
 234 have been agreed upon)

235 Escrowee acknowledges receipt of the earnest money select one: ___ Cash ___ Check ___ Note

236 Amount: \$ _____

237 Escrowee Name: _____ Signature: _____

RIDER TO CONTRACT FOR PURCHASE AND SALE

This Rider ("Rider") is made a part of and incorporated into the attached Contract for Purchase and Sale dated January 27, 2022 ("Contract"), made by and between the CHURCH & CHESTNUT DEVELOPMENT, LLC, a Delaware limited liability company, as ("Seller"), and WILLIAM RASON, or his assigns, as ("Buyer"), for that property located at 310, 320 & 324 Chestnut Street in Rockford, Illinois, encompassing PINS 11-22-479-002; 11-22-479-003; and 11-22-479-009 (collectively the "Property"), as follows:

1. The obligation of Seller to consummate this transaction is contingent upon the County of Winnebago ("County") failing to exercise its Right of First Refusal to purchase the Property as set forth in that Lease Agreement between the County of Winnebago, an Illinois body politic and Seller, dated January 1, 2014 ("County Lease"). The parties agree that to the extent the County exercises its option to purchase the Property within 45 days from the date this executed Contract is provided to County, the Seller may terminate this Contract between Seller and Buyer.
2. Seller acknowledges that Buyer is expending time and resources in furtherance of its due diligence under the Contract during a period of time in which the Contract may be declared null and void as set forth in (1) above. For this reason, Seller agrees as follows:
 - a. If the County exercises its Right of First Refusal and Seller declares this Contract is declared null and void, Seller will pay Buyer an amount equal to \$25,000 which is intended to reimburse Buyer for due diligence costs expended, in addition to the refund of Buyer's earnest money; OR
 - b. If the County fails to exercise its Right of First Refusal and Buyer proceeds to purchase the Property, Seller shall provide Buyer a credit at Closing in the amount of \$25,000, which is intended to reimburse Buyer for closing costs and/or due diligence costs.
3. Buyer's purchase of the Property shall be subject to the terms and provisions of the County Lease, a copy of which shall be provided to Buyer no later than five (5) days following full execution of the Contract.
4. Seller agrees to reasonably cooperate with Buyer for purposes of effecting and structuring, in conjunction with the sale of the Property, for the benefit of the Buyer as taxpayer, a like-kind exchange of real property, whether a simultaneous or deferred exchange, pursuant to Section 1031 of the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder. The Seller specifically agrees to execute such documents and instruments as are reasonably necessary to implement such an exchange. The Buyer shall be solely responsible for assuring that the structure of any proposed exchange is effective for its own tax purposes. Furthermore, the Seller specifically agrees that the Buyer may assign this Agreement and any of its rights or obligations hereunder, in whole or in part, as necessary or appropriate in furtherance of effectuating a Section 1031 like-kind exchange



for the Property, provided that such assignment shall not serve to relieve the Buyer of any liability for the Buyer's obligations hereunder. The Buyer agrees to pay any and all costs and expenses the Seller reasonably incurs in connection with a like-kind exchange, whether or not it is completed.

5. All notices required to be sent under the Contract (specifically including this Rider), shall be sent either via e-mail as provided in the Contract, or with required copy via e-mail if provided under any other delivery method permitted in the Contract.
6. In the event any part of this Rider shall be construed as unenforceable, the remaining parts of this Rider shall remain in full force and effect as though the unenforceable part or parts were not written into this Rider. In the event any provisions of the Contract are inconsistent with the provisions of this Rider, this Rider shall control.

SELLER:

Church & Chestnut Development, LLC,
A Delaware limited liability company

By: 

Its: 

BUYER:

William Rason, or his assigns

By: 

Its: William C. Rason


 

**JOINT APPROVED FORM, WINNEBAGO COUNTY BAR ASSOCIATION "WCBA"
AND ROCKFORD AREA ASSOCIATION OF REALTORS® "RAAR"**

SURVEY RIDER

This Survey Rider is made to a Contract for Purchase and Sale between the undersigned parties for the premises located at 310, 320 and 324 Chestnut Street in Rockford, Illinois, which includes PINs 11-22-479-002; 11-22-479-003; and 11-22-479-009.

1. Buyer may, at Buyer's expense, obtain a survey prepared by an Illinois registered land surveyor, showing all corners staked and the location of all boundary lines, building setback lines, buildings, fences and other improvements on the premises and the distances thereof to boundary lines. Seller shall reimburse Buyer for the cost of the survey, up to \$5,000 at the time of Closing.
2. Matters shown on the survey other than the permissible exceptions described in the Contract or encroachments from adjacent property or improvements not located within the setback and lot lines shall be considered defects in title to the property and Buyer shall have until 2/21/22 to object to such defects in title by providing written notice of the same of the same to Seller, at which point Seller shall have five (5) business days to notify Buyer whether such defects shall be removed or insured over. If Seller declines to remove or have insured over the defects set forth in the written notice, Buyer may elect to terminate the Contract; or to accept such defects as permissible exceptions and proceed to Closing. To the extent Buyer fails to provide written notice to Seller as provided herein, any such defects shall become permissible exceptions.


SELLER (Date)


BUYER

1/28/2022 | 15:32:46 CS
(Date)

Marcus & Millichap

Real Estate Investment Services

ADDENDUM TO PURCHASE AGREEMENT

This document is an addendum ("Addendum") to the Purchase Agreement ("Agreement") between Church & Chestnut Development, LLC ("Seller") and Chestnut Park LLC ("Buyer") executed by Buyer on the 28th day of January, 2022 for that certain real property located at 310, 320, & 324 Chestnut Street, Rockford, IL 61101.

The provisions of this Addendum are hereby added to and incorporated in the Terms and Conditions in the aforementioned Agreement. Any provision of this Addendum which is not numbered and fully completed shall have no force or effect.

The Buyer and Seller agree to modify the Purchase Agreement accordingly:

1. Buyer hereby waives all due diligence and financing contingencies subject to first right of refusal being denied by Winnebago County

ACCEPTANCE

The undersigned Buyer, Seller and Agent accept and agree to the foregoing.

DocuSigned by:			
BUYER:	<u>Bill Rason</u>	DATE:	<u>2/28/2022 11:40:28 CST</u>
	<small>534358C2698B42B...</small>		
	DocuSigned by:		
SELLER:	<u>Gino Galluzzo</u>	DATE:	<u>2/28/2022 09:44:03 PST</u>
	<small>80F043BE706C423...</small>		

AGENT: **MARCUS & MILLICHAP REAL ESTATE INVESTMENT SERVICES**

BY: _____ DATE: _____

PARTIES UNDERSTAND AND ACKNOWLEDGE THAT BROKER IS NOT QUALIFIED TO PROVIDE, AND HAS NOT BEEN CONTRACTED TO PROVIDE, LEGAL, FINANCIAL OR TAX ADVICE, AND THAT ANY SUCH ADVICE MUST BE OBTAINED FROM PARTIES' ATTORNEY, ACCOUNTANT OR TAX PROFESSIONAL

DS
BR

DS
GG

[illegible]

LOTS 1, 2 AND 3 IN BLOCK 16 AS DESIGNATED UPON THE MAP OF THE ORIGINAL TOWN (NOW CITY) OF ROCKFORD, WEST OF ROCK RIVER, THE MAP OF WHICH IS RECORDED IN BOOK "E" OF DEEDS ON PAGE 234; SITUATED IN THE COUNTY OF WINNEBAGO AND STATE OF ILLINOIS.

To: Chestnut Park LLC, First Financial Bank, NA its successors and/or assigns as their interests may appear, Leakestone Title Agency

This is to certify that this map or plot and the survey on which it is based were made in accordance with the 2021 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes Items 1, 2, 3, 4, 7a, 8, 9, 11a to 16, and 17 as Tools A through

Field Work Completed. 2/11/2022

Signed this 23rd day of February, 2022

Scott L. Immel, Idaho Professional Land Surveyor No. 35-3463

NOTES:

Title commitment #2200163 from Lakeshore Title Agency, dated February 02, 2022 has been supplied and used for this ALTA/NSPS Land Title Survey.

Table A - Items 1, 2, 4, 7a, B, and 9 are shown on the Plot.

Table A - Item 3: Sealed location of this parcel indicates it is entirely within Zone X Areas Determined to be Outside the 0.2% Annual Chance Floodplain as shown on FIRM map No. 7201C0263C effective date 3/17/2018.

Table A - Item 9: 58 Regular Parking Spaces

Table A - Item 16: No observed evidence of recent earth moving or building construction

lines.

1. Section 5.E.iv & Tabel A – Item 11c: Locations of Utilities are from observed evidence only. No plans were received from utility companies and no markings were on the site at the time of the survey work.

2. The property has pedestrian and vehicular access to public row or alley at the indicated locations on the plat.

3. No observed evidence of grave sites, burial grounds or landfills at the time of the

4. Schedule B Part II: all items are not a surveying matter

5. Observed Possible Enrichment Schedule

Concrete curb & parking stall markings within public alley



VICINITY MAP
NOT TO SCALE



20 0 20 FEET
GRAPHIC SCALE IN FEET
NADIR 1 WEST ZONE - 6840

FEHR GRAHAM
ENGINEERING & ENVIRONMENTAL
LANSING MI 48206
ILLINOIS
IOWA
WISCONSIN

STATE OF ILLINOIS)
)
COUNTY OF WINNEBAGO) *SS*

CERTIFICATE OF PUBLICATION IN PAMPHLET FORM

I, the undersigned, do hereby certify that I am the duly qualified and acting Legal Director and ex officio Keeper of the Records and Seal of the City of Rockford, Winnebago and Ogle Counties, Illinois (the "City"), and as such official I am the keeper of the official journal of proceedings, books, records, minutes and files of the City and of the City Council (the "City Council") thereof.

I do further certify that on the 4th day of May, 2016, there was published in pamphlet form, by authority of the City Council, a true, correct and complete copy of Ordinance No. **2016-83-O** and said resolution was so published on said date readily available for public inspection and distribution, in sufficient number, at my office as Legal Director and ex officio Keeper of the Records and Seal located in the City.

IN WITNESS WHEREOF I have affixed hereto my official signature and the seal of the City, this 4th day of May, 2016.

[SEAL]



LEGAL DIRECTOR AND EX OFFICIO
KEEPER OF THE RECORDS AND SEAL

ORDINANCE NO. 2016- 83 -O

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ROCKFORD,
WINNEBAGO AND OGLE COUNTIES, ILLINOIS, THAT:**

By passage and approval of this Ordinance that the Mayor and Legal Director are hereby authorized to execute the attached the Modified Intergovernmental Agreement with County of Winnebago and the Rockford Metropolitan Exposition, Auditorium and Office Building Authority, d/b/a RAVE, to define the rights, obligations, costs and liabilities of the parties regarding restoration, maintenance, and operation of certain municipal public parking.

The provisions and sections of this Ordinance shall be deemed severable, and the invalidity of any portion of this Ordinance shall not affect the validity of the remainder.

All orders, resolutions, or ordinances in conflict herewith are hereby repealed insofar as such conflict exists, and this Ordinance shall take effect immediately upon its passage, approval and publication, as required by law.

A full, true and complete copy of this Ordinance shall be published within ten (10) days after passage in pamphlet form by and under authority of the Corporate Authorities.

AYES: DURKEE, GETCHIUS, MCNAMARA, FROST, HERVEY, CONNELL, THOMPSON-KELLY,
ODDO, NEWBURG, BEACH, ELYEA, BECK, MCNEELY, CHIARELLI

NAYS: _____

ABSENT: _____

ABSTAIN: _____

APPROVED:



MAYOR

ATTESTED:




LEGAL DIRECTOR

PASSED: 5/2/16

APPROVED 5/4/16


PUBLISHED: 5/4/16

ATTESTED and **FILED** in my office this 4th day of May, 2016, and
published in pamphlet form this 4th day of May, 2016, by order of the
City Council of the City of Rockford, Illinois.



Legal Director and ex officio
Keeper of the Records and Seal

APPROVED BY:



Patrick W. Hayes, Legal Director

RECOMMENDED BY:



Patrick W. Hayes, Legal Director

**INTERGOVERNMENTAL AGREEMENT PROVIDING FOR
RESTORATION, MAINTENANCE, AND OPERATION OF CERTAIN
MUNICIPAL, COUNTY, AND AUTHORITY PUBLIC PARKING**

THIS INTERGOVERNMENTAL AGREEMENT (hereinafter the "Agreement") is entered into this 4th day of May, 2016, by and between the City of Rockford (hereinafter "City"), the County of Winnebago (hereinafter "County"), and the Rockford Metropolitan Exposition, Auditorium and Office Building Authority, an Illinois municipal corporation d/b/a RAVE (hereinafter "Authority") (collectively "the Parties"), to define the rights, obligations, costs and liabilities of the Parties regarding restoration, maintenance, and operation of certain municipal public parking.

WITNESSETH:

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

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

WHEREAS, the City is a municipality and unit of local government under the constitution and laws of the State of Illinois, and the County is a county and unit of local government under the constitution and laws of the State of Illinois, and the Authority is a unit of local government under the constitution and laws of the State of Illinois;

WHEREAS, the City owns and operates a parking deck at 200 South Church Street, commonly referred to as the Concourse Deck but formally known as the Church South Deck (hereinafter, "the Deck"); and

WHEREAS, the Deck is critical to County and Authority operations due to its location to the County Administration Building, the County Court House, and the BMO Harris Bank Center; and

WHEREAS, the City, County, and the Authority have the mutual desire to repair the Deck in order to maximize the amount of parking provided in the Deck to promote economic development and civic interests; and

WHEREAS, the County leases a parking lot located at 324 Chestnut Street, which is subleased by the Authority, and the County owns other surface parking lots, which are identified on Exhibit A, attached hereto (hereinafter "County Owned Lots"); and

WHEREAS, said County Owned Lots are occasionally used, during non-business hours, for parking during events planned, hosted, sponsored or conducted by the Authority or the City.

NOW, THEREFORE, in consideration of the above premises and of the mutual covenants hereinafter contained and for other good and valuable consideration, the parties hereto agree as follows:

SECTION 1. REPAIR OF THE CHURCH SOUTH DECK

- A. The City owns and operates the Church South Deck which when fully open has 843 public spaces. The Deck currently has portions closed due to structural concerns.
- B. The City will issue bonds sufficient to repair the Deck so that the Deck is open and fully operational, with at least 843 spaces.
- C. The County and the City have agreed to enter into an Intergovernmental Agreement for the Use of Municipal Parking Spaces, providing for a twenty year commitment by the County supporting parking revenues to defray a portion of the debt service for Deck rehabilitation, maintenance and repair.
- D. The City agrees to make available to the Authority for rent, at times other than during Events (as defined below), sufficient spaces in the Deck for the use of the Authority's normal operations, including the Authority's employees, employees of Authority's management company, and players and staff for any AHL hockey team or other professional sports team that regularly plays its games at the Arena (as defined below). Such spaces shall be rented at the monthly permit parking rates being charged by the City to the Authority as of June 1, 2015, increased by three percent (3%) each year beginning on July 1, 2016, and then on each July 1 thereafter, until such monthly parking rates are at least equal to the group market rate for parking then applicable to other parking decks managed by the City of Rockford (or any private party contracted to manage such parking decks for the City of Rockford).
- E. During the Term, the City will maintain and repair the Deck in order to keep it open and operational.

SECTION 2. EVENT PARKING OPERATIONS

- A. This Section 2 applies to all parking structures and surface lots owned or leased by the City or the County, including without limitation those listed on Exhibit A attached hereto and incorporated herein, and any future parking structures or parking lots owned or leased by the City or the County (all of the foregoing being referred to herein collectively as the "Parking Lots"). The City will assume management of all parking operations on or within all Parking Lots during any event that is planned, hosted, sponsored or conducted by either the Authority or the City (an "Event"), including all security arrangements on or

within each such Parking Lot. The City will ensure that all Parking Lots are available for parking during each Event for individuals who are attending the Event and provide notification to the County of all events for which County Owned Lots will be used for parking. The provisions of this Paragraph do not apply to the use of County Owned Lots during regular business hours or to the use of the County Owned Lot immediately west of the County Administration Building on nights when County Board meetings occur. The County shall further have the right to deny the City access to one or more County Owned Lots for an Event if an Event conflicts with a time when the County Owned Lot(s) are needed by the County.

- B. The City shall indemnify, defend and hold harmless the County for any and all claims, losses, damage or expenses, including, but not limited to, reasonable attorney's fees, resulting from any act or omission on the part of the City, its agents, officers, or employees in managing the County Owned Lots during an Event.
- C. During the Term of this Agreement, the Authority agrees to pay to the City an amount equal to One Dollar (\$1.00) per Issued Ticket issued by the Authority for attendance to any AHL hockey game (an "Ice Hogs Game") held at the BMO Harris Bank Center (the "Arena"). Issued Tickets consist of tickets actually issued by the Authority for any Ice Hogs Game, including any complimentary tickets or so-called "comp" tickets that are actually issued by the Authority. For purposes of calculating Issued Tickets, all season ticket packages count as Issued Tickets for the number of regular season Ice Hogs Games that is included within the package, and all suite packages that are sold will count as Issued Tickets for the number of parking passes issued in connection with each such suite package. The Authority may withhold the first \$30,000.00 due to the City in any fiscal year during the first two years of this agreement for the cost of the lease with the County for County owned or leased lots described in Section 2. A. above.
- D. During the Term of this Agreement, the Authority agrees that the City may charge \$5.00 per vehicle to park in any Parking Lot during any AHL hockey game (an "Ice Hogs Game") held at the BMO Harris Bank Center (the "Arena"). The City agrees that it will make available to all season ticketholders and holders of Arena suite parking passes, at no extra charge, a pass-card "swipe" system (or functionally equivalent system) that tracks their parking but which does not charge them directly for parking in a Parking Lot. There will be no additional charge for any such season ticketholder or suite parking pass holder to park in any City Lot during any Ice Hogs Game, except as defined in Section 2. C. of this Agreement.
- E. In consideration for managing parking operations on the Parking Lots, the City shall retain one-hundred percent (100%) of the proceeds collected from such parking operations during all Events.
- F. With the exceptions identified in Sections 2.D. and 2.H. of this Agreement, the City will set the parking rates charged to patrons for the use of the Parking Lots for all Events. The

Authority understands and acknowledges that, in order to maximize revenue, the City may charge more than market rates for high demand Events, such as certain concerts. The City and Authority will mutually agree to the parking charge and parking management logistics for high demand Events prior to the Event, and said parking charges will be generally consistent with past practice by the Authority.

- G. During certain Ice Hog Games and other Events, there is a desire by the Authority to temporarily close Elm Street from Main Street to Church Street for purposes of pre-event and/or post-event promotional activities. The City will work cooperatively with the Authority to work out the operational logistics and operational guidelines to accommodate such activities, pursuant to City ordinances, regulations, and policies. The City reserves the right to deny any such temporary closure if it is in any way in conflict with public safety, conflicting special events, and/or not in the best interest of the health and welfare of the City.
- H. It is hereby understood that the parking lot located at 324 Chestnut Street, Rockford, Illinois, currently under sublease from the County by the Authority, is specifically used for exclusive parking for Arena suite-holders, and that such parking is a part of the consideration provided to such Arena Suite-holders. The City agrees that it will not charge any person holding an Arena suite parking pass to park in that Parking Lot, except as defined in Section 2.C. of this Agreement. In the event that the County's lease for such Parking Lot is terminated, or the Authority's sublease for such parking lot is terminated, the City agrees to work with the Authority to find replacement spaces within the Parking Lots that can be packaged with suite packages to provide parking to holders of suite passes.

SECTION 3. DEBT TRANSFER

- A. In consideration for the Authority relinquishing revenue from event parking, the City hereby assumes and/or forgives (as applicable) all of the Authority's liabilities and obligations with respect to the following:
 - 1) all debt service for the 2007 purchase of the State West Parking Deck at 301 West State Street;
 - 2) repayment of the 2009 Operation Loan from the City to the Authority;
 - 3) repayment of CPAC Operating Debt Letter of Credit;
 - 4) payment of the remainder of Coronado Amusement Tax owed to the City by the Authority; and
 - 5) payment of the remainder of the 2005-2006 Authority Amusement Tax owed to the City by the Authority.

SECTION 4. AMUSEMENT TAX

- A. Historically the Authority has agreed to collect the Amusement Tax consistent with City ordinance for the BMO Harris Center and the Coronado Performing Arts Center. Said proceeds are then remitted to the City, and the City has reimbursed one-hundred percent (100%) of the amusement tax proceeds, excluding administrative expenses, collected at the BMO Harris Center for purposes of event promotion. With respect to the Coronado Theatre, the Authority has remitted the amusement tax proceeds to the City and these proceeds went to pay down debt service related to the renovation of the Coronado Theatre.
- B. As part of this Agreement, effective July 1, 2015, the Authority will continue to collect the Amusement Tax consistent with City ordinance for the BMO Harris Center and the Coronado Performing Arts Center, and will remit said proceeds to the City. The City shall deposit one-hundred percent of such Amusement Tax proceeds for both the BMO Harris Center and the Coronado Performing Arts Center into the City Redevelopment Fund. In turn, the City will increase the amount of funding otherwise provided by the City to the Authority by the amount of such Amusement Tax remitted by the Authority to the City, with such additional payments to be made no less frequently than monthly based upon the amount of Amusement Tax remitted to the City by the Authority in the previous month. This increase of funding shall only apply to the Amusement Tax proceeds generated by the Coronado Theatre, as the Amusement Tax proceeds generated by the BMO Harris Center are already calculated and provided within the public financial support provided by the City.

SECTION 5. FINANCIAL SCHEDULE

- A. A financial schedule outlining the roles and responsibilities and current estimates of payments and transfers is identified in Exhibit B of this Agreement, which is attached hereto and made a part of this Agreement.

SECTION 6. MISCELLANEOUS

- A. **Assignment.** This Agreement is made solely among the parties hereto, and may not be assigned.
- B. **Notices.** All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed to have received five business days after deposit in the United States mail in certified form, postage prepaid, to the County, City or Authority at the addresses set forth in Exhibit C hereto. The parties by notice given hereunder, may designate different addresses to which subsequent notices, certificates or other communications will be sent.

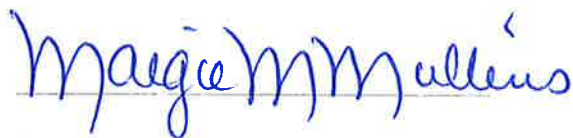
- C. **Binding Effect.** This Agreement shall inure to the benefit of and shall be binding upon the parties and their respective successors.
- D. **Severability.** In the event any provision of this Agreement shall be held invalid or unenforceable by a court of competent Jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.
- E. **Further Assurances and Corrective Instruments.** The County, City and Authority agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for carrying out the expressed intention of this Agreement.
- F. **Execution in Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.
- G. **Applicable Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.
- H. **Term.** This Agreement shall be in full force and effect upon its execution by the City, County, and Authority and shall be for a period of twenty (20) years. In the event that the Sublease Agreement between the County and the Authority for the parking lot located at 324 Chestnut Street effective January 1, 2014, is terminated prior to the end of the lease term on December 31, 2028, the County shall have the ability to terminate its obligations under this Agreement at any time thereafter on thirty (30) days' written notice to the City and the Authority.

IN WITNESS WHEREOF, the County, City, and Authority have caused this Agreement to be executed and attested in its name by its duly authorized officers, as of the date first above written, and such Agreement shall be effective from the date of execution shown below.

ATTEST:

COUNTY CLERK

THE COUNTY OF WINNEBAGO, ILLINOIS



[SEAL]



Scott Christiansen, Chairman

ATTEST:

LEGAL DIRECTOR



[SEAL]

CITY OF ROCKFORD, WINNEBAGO
COUNTY, ILLINOIS



Lawrence J. Morrissey, Mayor

ROCKFORD METROPOLITAN
EXPOSITION, AUDITORIUM AND
OFFICE BUILDING AUTHORITY



Craig Thomas, Chairman

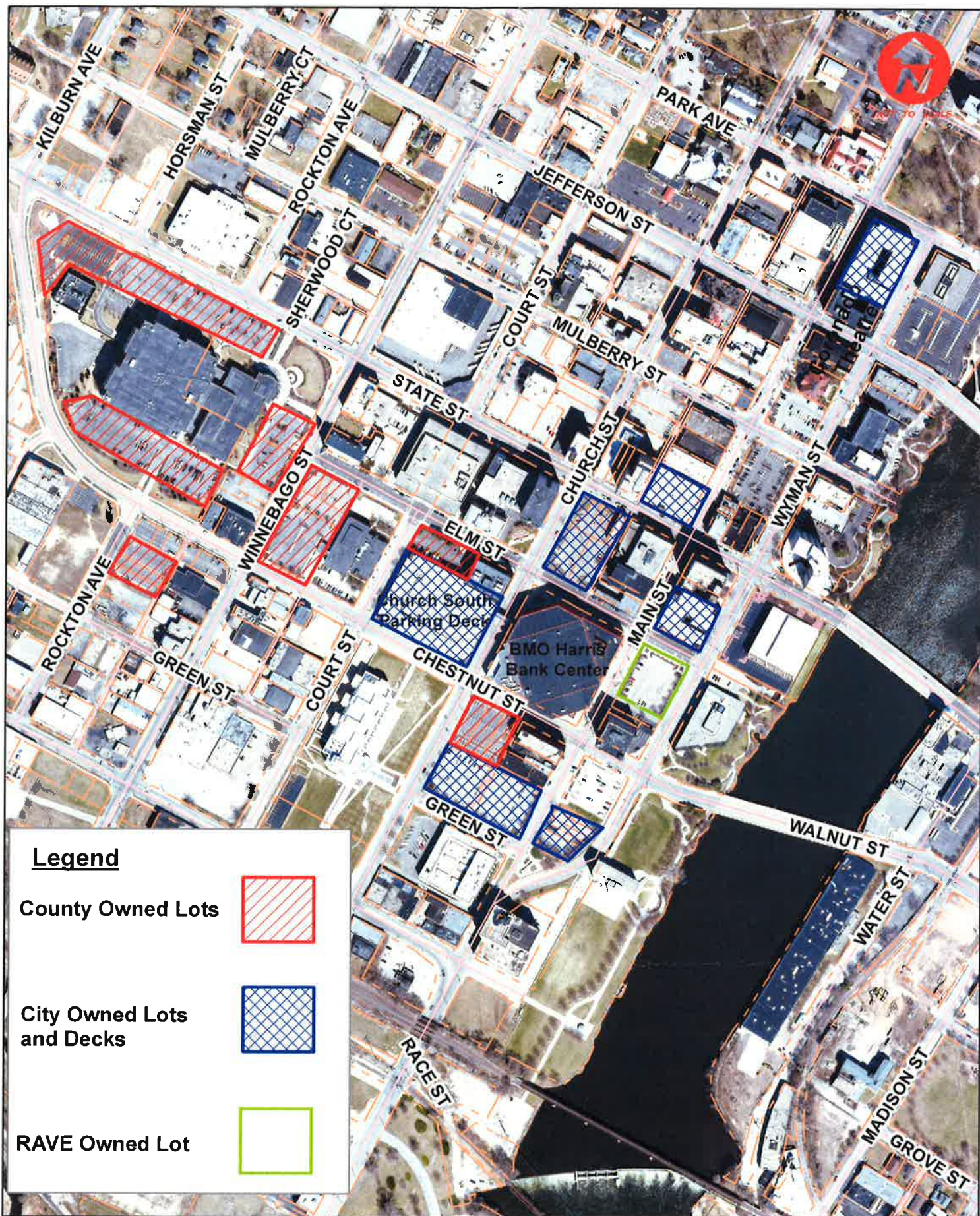


Exhibit A
RAVE Event Parking by Owner

PROPOSED AGREEMENT		DEBT OWED THE CITY	2015	2016	2017	2018	2019	2020	2021	2022	Total
BMO STRUCTURED DEBT PAYABLE TO CITY		NOTES	Operating Contract Ends								
		(\$30,000/year until paid) beginning Jan. 1, 2013									
2007 Operating Loan Payment		\$357,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2009 Operating Loan Repayment		(\$60,000/year over 10 yrs.) beginning Jan. 1, 2013									
2009 Operating Loan Repayment (PNC)		\$437,600	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
CPAC Operating Debt LOC		\$1,539,374	\$188,174	\$193,785	\$199,792	\$205,869	\$212,130	\$218,538	\$225,229	\$95,857	\$1,539,374
2005-2006 Authority Amusement Tax Repayment		\$468,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
		\$9,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL STRUCTURED DEBT PAYABLE TO CITY			\$2,810,974	\$193,785	\$199,792	\$205,869	\$212,130	\$218,538	\$225,229	\$95,857	\$1,539,374
GRAND TOTAL STRUCTURED DEBT (CITY & SMG)			\$2,810,974	\$193,785	\$199,792	\$205,869	\$212,130	\$218,538	\$225,229	\$95,857	\$1,539,374
TOTAL RAVE PUBLIC OPERATING SUPPORT:											
Less RAVE in-house parking charges (increases 3%/year):			\$720,000	\$720,000	\$720,000	\$720,000	\$720,000	\$720,000	\$720,000	\$720,000	\$5,760,000
RAVE retains Coronado Amusement Tax			-\$55,037	-\$56,688	-\$58,389	-\$60,140	-\$61,944	-\$63,803	-\$65,717	-\$67,688	-\$489,406
REVISED RAVE PUBLIC OPERATING SUPPORT:			\$729,963	\$728,312	\$728,611	\$724,860	\$723,056	\$721,197	\$719,283	\$717,312	\$5,790,594
NET RAVE OPERATING SUPPORT CHANGE			\$9,963	\$8,312	\$6,611	\$4,860	\$3,056	\$1,197	-\$717	-\$2,688	\$30,594

FINANCIAL IMPACT ANALYSIS		DEBT OWED THE CITY	2015	2016	2017	2018	2019	2020	2021	2022	Total
City assumes all current parking revenue from RAVE, including County-owned lots	MVPS		\$104,000	\$197,000	\$197,000	\$197,000	\$197,000	\$197,000	\$197,000	\$197,000	\$1,483,000
City receives additional contribution from RAVE for debt assistance			-\$140,000	-\$140,000	-\$140,000	-\$140,000	-\$140,000	-\$140,000	-\$140,000	-\$140,000	-\$1,120,000
City forgives 2007 Operating Loan Payments	MVPS	\$357,000	-\$36,000	-\$45,000	-\$45,000	-\$45,000	-\$45,000	-\$45,000	-\$45,000	-\$51,000	-\$357,000
City forgives 2009 Operating Loan Payments	RF	\$437,600	-\$17,600	-\$60,000	-\$60,000	-\$60,000	-\$60,000	-\$60,000	-\$60,000	-\$60,000	-\$437,600
City assumes CPAC Operating Debt LOC	RF	\$468,000	-\$48,000	-\$60,000	-\$60,000	-\$60,000	-\$60,000	-\$60,000	-\$60,000	-\$60,000	-\$468,000
City assumes what RAVE owes from the 2005-2006 Authority Amusement Tax Repayment	RF	\$9,000	-\$9,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	-\$9,000
City assumes RAVE lease of County Chestnut lot	MVPS	\$60,000	-\$30,000	-\$30,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0

EXHIBIT B

EXHIBIT C

CONTACTS

COUNTY OF WINNEBAGO:

Mr. Scott Christiansen
County of Winnebago Chairman
404 Elm Street
Rockford IL 61101

CITY OF ROCKFORD:

Mr. Jim Ryan
City Administrator
425 E. State Street
Rockford, IL 61104

ROCKFORD METROPOLITAN EXPOSITION d/b/a RAVE:

Mr. Craig Thomas
RAVE Chairman
2902 McFarland Road
Rockford, IL 61107



Resolution Executive Summary

Prepared By: Lafakeria S. Vaughn
Committee: Finance Committee
Committee Date: March 3, 2022
Resolution Title: Resolution Authorizing Settlement of Litigation (Cailyn Kottman and Christopher Wilkinson v. County of Winnebago)
County Code: Not Applicable
Board Meeting Date: March 10, 2022

Budget Information:

Was item budgeted? Yes	Appropriation Amount: \$35,000
If not, explain funding source: N/A	
ORG/OBJ/Project Code:	Budget Impact: Within budgeted amount

Background Information: Settlement of claim by the Plaintiffs against the County of Winnebago.

Recommendation: Staff concurs

Contract/Agreement: N/A

Legal Review: Legal review conducted by the State's Attorney's Office

Follow-Up: N/A

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

2022 CR _____

SUBMITTED BY: FINANCE COMMITTEE

SPONSORED BY: JAIME SALGADO

RESOLUTION AUTHORIZING SETTLEMENT OF LITIGATION (*Cailyn Kottman and Christopher Wilkinson v. County of Winnebago*)

WHEREAS, *Cailyn Kottman and Christopher Wilkinson. v. County of Winnebago* is a pending civil action against the County of Winnebago, filed in the Seventeenth Judicial Circuit, Winnebago County, Illinois, as case number 2015-L-10; and

WHEREAS, the Plaintiffs therein have agreed to settle all claims they have against the County of Winnebago for the sum of Thirty-Five Thousand Dollars (\$35,000.00); and

WHEREAS, the Finance Committee, after having reviewed the facts and circumstances of the aforementioned case and after having conferred with the Winnebago County State's Attorney, through his assistant, has determined it is in the best interests of the citizens of Winnebago County to settle this case on the terms set forth above.

NOW, THEREFORE BE IT RESOLVED, by the County Board of the County of Winnebago, Illinois that the Winnebago County State's Attorney is hereby authorized to settle the aforementioned lawsuit by paying the Plaintiffs therein the sum of Thirty-Five Thousand Dollars (\$35,000.00).

BE IT FURTHER RESOLVED, that the Winnebago County Treasurer, Winnebago County Clerk, and Winnebago County Finance Department are authorized and directed to prepare and deliver to the Winnebago County State's Attorney one or more County Warrants totaling Thirty-Five Thousand Dollars (\$35,000.00); payable as directed by the State's Attorney.

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 _____, 2022.

Joseph V. 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 Executive Summary

Prepared By: Debbie Jarvis
Committee: Finance Committee
Committee Date: March 3, 2022
Resolution Title: Resolution for Approval of Budget Amendment for Implementing the PREA Standards, Protecting Inmates and Safeguarding Communities
County Code: Winnebago County Annual Appropriation Ordinance

Board Meeting Date: March 10, 2022

Budget Information:

Was item budgeted? No	Appropriation Amount: \$75,107
If not, explain funding source:	DOJ, Bureau of Justice Assistance
ORG/OBJ/Project Code:	Budget Impact: None

Background Information: Implementing the PREA Standards, Protecting Inmates and Safeguarding Communities Grant awarded by the DOJ Bureau of Justice Assistance supports Winnebago County Juvenile Detention Center's Goal of achieving PREA compliance standards. This amendment serves to make corrective accounting adjustments to maintain available program funds in separate Munis accounts.

Recommendation: Grant compliance and Finance department guidance suggests this budget amendment should be made to maintain separation between grant awards.

Contract/Agreement: The funding award is available for review.

Legal Review: Not Applicable

Follow-Up: Update Munis Accounting records.

2022 Fiscal Year

Sponsored by:
Jaime Salgado, Finance Committee Chairman

Finance: March 3, 2022
Lay Over: March 10, 2022
Final Vote: March 24, 2022

2022-006

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, 2022 and recommends its adoption.

ORDINANCE

WHEREAS, Implementing PREA Standards, Protecting Inmates, and Safeguarding Communities awarded by the DOJ Bureau of Justice Assistance, supports for Winnebago County Juvenile Detention Center to achieve compliance of PREA Standards and Prevent Abuse at Winnebago County Juvenile Detention Center.

WHEREAS, the Winnebago County Board adopted the “Annual Budget and Appropriation Ordinance” for the fiscal year ending September 30, 2022 at its September 30, 2021 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 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 **#2022-006, 2021 BJA FY21 Implement the PREA Standards, Protecting Inmates and Safeguarding Communities Fund.**

Respectfully Submitted,
FINANCE COMMITTEE

(AGREE)

(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 _____ 2022.

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

2022
WINNEBAGO COUNTY
FINANCE COMMITTEE
REQUEST FOR BUDGET AMENDMENT

DATE SUBMITTED: 2/24/2022 AMENDMENT NO: 2022-006							
DEPARTMENT: Detention Home SUBMITTED BY: Debbie Jarvis							
FUND#: 0131 DEPT. BUDGET NO. 43100							
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							
43100	41110-02607	Regular Salary	\$0	\$0	\$0	\$32,240	\$32,240
43100	42115-02607	Non-Capital Office Equipment	\$0	\$0	\$0	\$20,567	\$20,567
43100	43190-02607	Other Professional Services	\$0	\$0	\$0	\$20,000	\$20,000
Revenue							
43100	32110-02607	Federal Grant Award	\$0	\$0	\$0	(\$72,807)	(\$72,807)
TOTAL ADJUSTMENT:						\$0	
Reason budget amendment is required:							
This amendment establishes a new grant award from the DOJ, Bureau of Justice Assistance. Implementing PREA Standards, Protecting Inmates, and Safeguarding Communities supports Winnebago County Juvenile Detention Center to achieve compliance of PREA Standards and Prevent Abuse at Winnebago County Juvenile Detention Center.							
Potential alternatives to budget amendment:							
None							
Impact to fiscal year 2022 budget:							
\$0							
Revenue Source: DOJ, Bureau of Justice Assistance							



Resolution Executive Summary

Prepared By: Dave Rickert

Committee: Finance Committee

Committee Date: March 3, 2022

Resolution Title: Ordinance for Approval of Budget Amendment for the Emergency Rental Assistance Program I

County Code: Winnebago County Annual Appropriation Ordinance

Board Meeting Date: March 10, 2022

Budget Information:

Was item budgeted?	No	Appropriation Amount: \$1,917,656.04
If not, explain funding source:	Fund Balance	
ORG/OBJ/Project Code:	61100/411110,43202,43203	Budget Impact: \$1,917,656.04

Background Information: This amendment is needed to allocate the remaining Fund Balance for ERAP I. In FY21 we did not end up giving out as much assistance as we anticipated when we were doing the budget for FY22. We want to allocate the remain Fund Balance of \$1,917,656.04 to salaries and assistance so we can close the grant fund out and move to ERAP II.

Recommendation: Department Agrees

Contract/Agreement:

Legal Review: Not Applicable

2022 Fiscal Year

Sponsored by:
Jaime Salgado, Finance Committee Chairman

Finance: Mar 3, 2022
Lay Over: Mar 10, 2022
Final Vote: Mar 24, 2022

2022 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, ERAP I has fund balance that needs to be allocated to it's fiscal year 2022 budget.

WHEREAS, the Winnebago County Board adopted the "Annual Budget and Appropriation Ordinance" for the fiscal year ending September 30, 2022 at its September 30, 2021 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 **#2022-008 ERAP I Adjustment**.

•
•

(AGREE)

JAIME SALGADO,
FINANCE CHAIRMAN

JEAN CROSBY

JOE HOFFMAN

PAUL ARENA

STEVE SCHULTZ

KEITH McDONALD

JOHN BUTITTA

Respectfully Submitted,
FINANCE COMMITTEE
(DISAGREE)

JAIME SALGADO,
FINANCE CHAIRMAN

JEAN CROSBY

JOE HOFFMAN

PAUL ARENA

STEVE SCHULTZ

KEITH McDONALD

JOHN BUTITTA

The above and foregoing Ordinance was adopted by the County Board of the County of Winnebago, Illinois this ____ day of _____ 2022.

ATTESTED BY:

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

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

2022
WINNEBAGO COUNTY
FINANCE COMMITTEE
REQUEST FOR BUDGET AMENDMENT

DATE SUBMITTED: 3/4/2022 AMENDMENT NO: 2022-008							
DEPARTMENT: ERAP I SUBMITTED BY: Dave Rickert							
FUND#: 0311 DEPT. BUDGET NO. 61100							
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							
61100	41110	Regular Salaries	\$128,437	\$0	\$128,437	\$22,000	\$150,437
61100	43202	ERAP-Rental Arrears	\$0	\$0	\$0	\$1,706,090	\$1,706,090
61100	43203	ERAP-Utility Arrears	\$0	\$0	\$0	\$189,566	\$189,566
Revenue							
Fund Balance							
TOTAL ADJUSTMENT:						\$1,917,656.04	
Reason budget amendment is required:							
As ERAP I is winding down we are making adjustments to allocated the remaining fund balance from ERAP I, due to lower than anticipated expenditures in FY21.							
Potential alternatives to budget amendment:							
None							
Impact to fiscal year 2022 budget:							
\$1,917,656							
Revenue Source:		<u>ERAP Grant Fund Balance</u>					

ECONOMIC DEVELOPMENT COMMITTEE



Resolution Executive Summary

Committee Date: Monday, February 28, 2022

Committee: Economic Development

Prepared By: Chris Dornbush

Document Title: Resolution To Grant Twenty Five-Thousand Dollars (\$25,000) From Host Fees To The Rockford Area Convention And Visitors Bureau (RACVB) To Support The Grand Fondo New York (GFNY) Event

County Code: NA

Board Meeting Date: Thursday, March 11, 2021

Budget Information:

Was item budgeted? Yes	Appropriation Amount: \$25,000
If not, explain funding source:	
ORG - OBJ - Project Code: 41700 - 43190	Budget Impact: None - Budgeted

Background Information:

Winnebago County has historically supported Rockford Area Convention & Visitors Bureau (RACVB) to promote tourism and special events in the region. This request is for a grant of \$25,000 for the “Grand Fondo New York (GFNY) International Cycling Event in August of 2022. RACVB won the bid to host this event, which is a 3 year event (2022, 2023, 2024) to take place, however this request is solely for 2022. It’s estimated that this event will bring in \$1.3 million in tourism to the region through cyclist, spectators, food, hotels, retail sales, and other items. This is an international cycling marathon, which Winnebago County is one of five locations that are in the United States of America.

Recommendation:

Winnebago County has historically supported Rockford Area Convention & Visitors Bureau (RACVB) to promote tourism and special events that spur positive economic impact to the region. The Economic Development Committee along with the County Board has supported the efforts of RACVB numerous times in recent years with financial assistance from host fees for; Stroll-On-State 2021-CR-135 (\$5,000), WNIT tournament 2021-CR-026 (\$20,000), Stroll-On-State 2020-CR-143, (\$5,000), Fred VanFleet Celebration 2019-CR-099 (\$5,000), and the Downtown Mural Project 2019-CR-065 (\$7,000).

Contract/Agreement:

NA

Legal Review:

Yes

Follow-Up:

Rockford Area Convention & Visitors Bureau (RACVB) updates the Economic Development Committee on a quarterly basis and/or the entire Board as requested.

Regional Planning & Economic Development Department

404 Elm Street, Rm 403, Rockford, IL 61101 | www.wincoil.us

Phone: (815) 319- 4350 | E-mail: buildingdept@wincoil.us

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

SUBMITTED BY: ECONOMIC DEVELOPMENT COMMITTEE

2022 CR _____

**RESOLUTION TO GRANT TWENTY FIVE-THOUSAND DOLLARS (\$25,000) FROM
HOST FEES TO THE ROCKFORD AREA CONVENTION AND VISITORS BUREAU
(RACVB) TO SUPPORT THE GRAND FONDO NEW YORK (GFNY) EVENT**

WHEREAS, the County of Winnebago supports the growth of economic development for the region by the attraction of tourism and special events to the area; and

WHEREAS, the Rockford Area Convention and Visitors Bureau, (hereinafter “RACVB”) works to grow the economic impact to the Winnebago County Region; and

WHEREAS, the RACVB is requesting \$25,000.00 (Twenty-Five Thousand Dollars) to hold a special event in the region to draw international visitors to Winnebago County for tourism by hosting the Grand Fondo New York (GFNY) International Cycling Event (hereinafter, “GFNY Cycling Marathon”) in the summer of 2022; and

WHEREAS, the GFNY Cycling Marathon is the largest cycling marathon in the world, featuring 15 races worldwide, and now Winnebago County will be on the international platform by being 1 of 5 cities to hold this race in the United States; and

WHEREAS, GFNY Cycling Marathon is estimated to bring approximately \$1.3 million dollars of tourism to the area, 750-1,000 cyclists, and have over 1,000 hotel room night bookings for this event.

NOW THEREFORE, BE IT RESOLVED, by the County Board of the County of Winnebago, Illinois that the County of Winnebago, Illinois will grant \$25,000.00 (Twenty-Five Thousand Dollars) to the Rockford Area Convention and Visitors Bureau (hereinafter, RACVB) from host fee funds to support tourism by the 2022 Grand Fondo New York (GFNY) International Cycling Event (hereinafter, “GFNY Cycling Marathon”) in Winnebago County.

BE IT FURTHER RESOLVED, that the RACVB will be required to reimburse the County the \$25,000 (Twenty-Five Thousand Dollars) of this grant allocated to the “GFNY Cycling Marathon”, should “GFNY Cycling Marathon” not occur in 2022.

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 a certified copy of this Resolution to the Winnebago County Director of Regional Planning and Economic Development, County Administrator, the County Auditor, and the County Finance Director.

Respectfully submitted,

Economic Development Committee

AGREE

DISAGREE

, CHAIRMAN

, 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 _____ 2022.

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



COUNTY OF WINNEBAGO

DEPARTMENT OF REGIONAL PLANNING AND ECONOMIC DEVELOPMENT

Project Report for:
GFNY Cycling Event
Rockford Area Convention & Visitors Bureau (RACVB)

<u>GENERAL INFORMATION</u>	
<u>County Board District (s) #:</u> 1, 2, 5	<u>County Board</u> Aaron Booker, Jim Webster, <u>Member(s):</u> Dave Tassoni
<u>APPLICANT INFORMATION</u>	
<u>Organization Applicant:</u> Rockford Area Convention & Visitors Bureau (RACVB) <u>Applicant Contact (Point) Person:</u> Martesha Brown	
<u>Position:</u> Director of Marketing & Communication <u>Phone #:</u> 815-489-1655 <u>E-mail:</u> mbrown@gorockford.com	
<u>PROJECT INFORMATION</u>	
<u>Project / Event Organization:</u> GFNY Cycle Event	<u>Website:</u> rockford.gfny.com <u>Event Date:</u> August 7, 2022
<u>Project Location Address:</u> See attached map, "GFNY Cycle Event"	<u>Project Request Amount:</u> \$25,000
<u>PIN:</u> N/A, in public right-of-way	

Project Summary:

Rockford Area Convention & Visitors Bureau (RACVB) is requesting a Non-for-Profit Host Fee Grant for **GFNY Cycle Event** in the amount of **\$25,000** from the County for August 7, 2022. GFNY holds domestic and international cycling races. RACVB has won the bid to host a race that will occur in Winnebago County for 2022, 2023, and 2024, this request is only for the 2022 event. There are 2 different race courses for the event, a Medium Distance (59.4 miles, see Exhibit A) and a Long Distance (93.6 miles, see Exhibit B), registration for each racer is \$195. It is estimated that the event will bring in approximately \$1.3 million in tourism to the region by the 750-1,000 cyclists, and over 1,000 hotel room night bookings for this event.

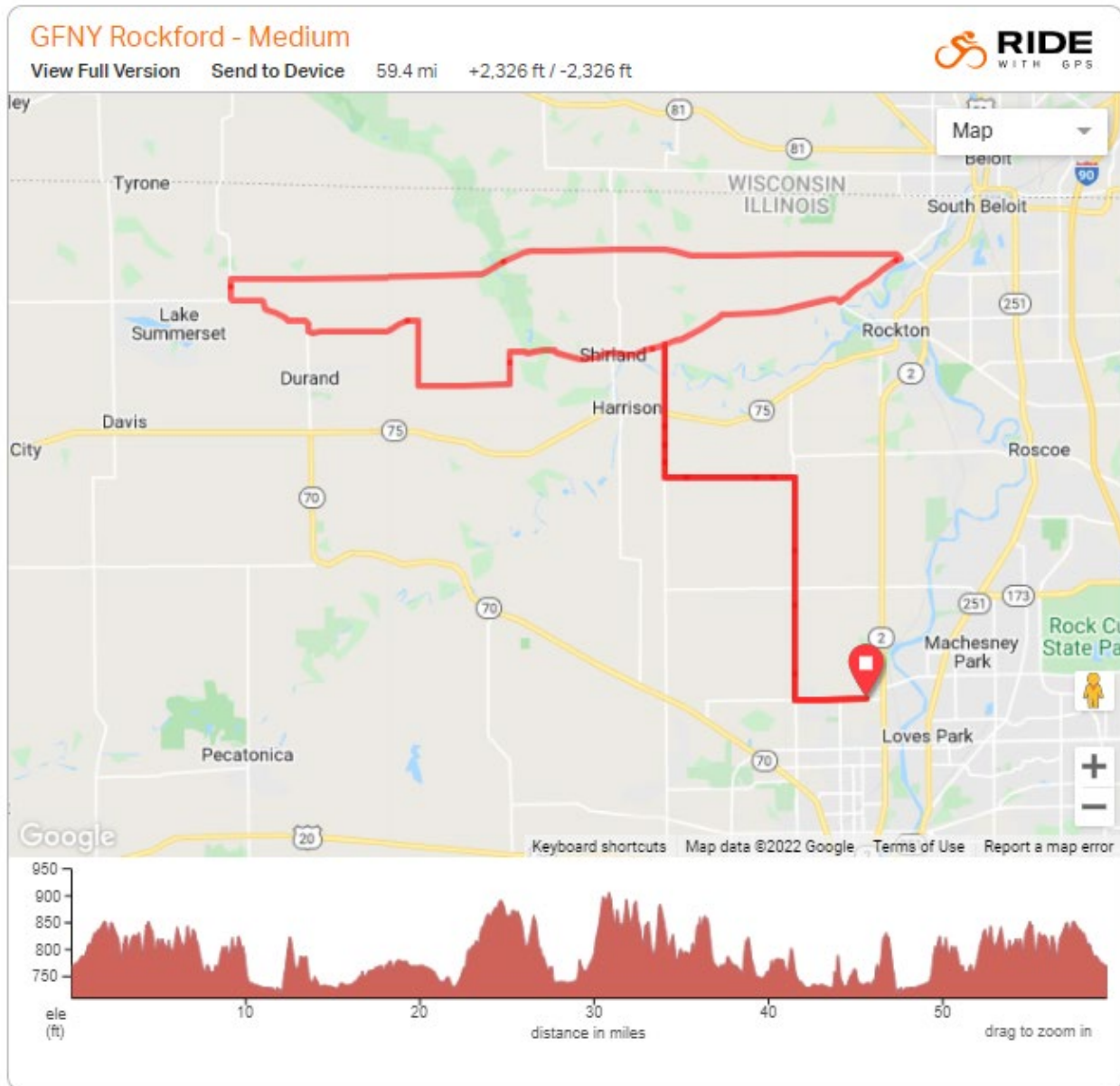


COUNTY OF WINNEBAGO

DEPARTMENT OF REGIONAL PLANNING AND ECONOMIC DEVELOPMENT

Project Report for:
GFNY Cycling Event
Rockford Area Convention & Visitors Bureau (RACVB)

Exhibit A: Medium Course



MEDIUM COURSE IS NOT A COMPETITION: The riders of the medium course will be provided their start-to-finish time, but will not be ranked by finish time. All finish times will be listed in alphabetical order.

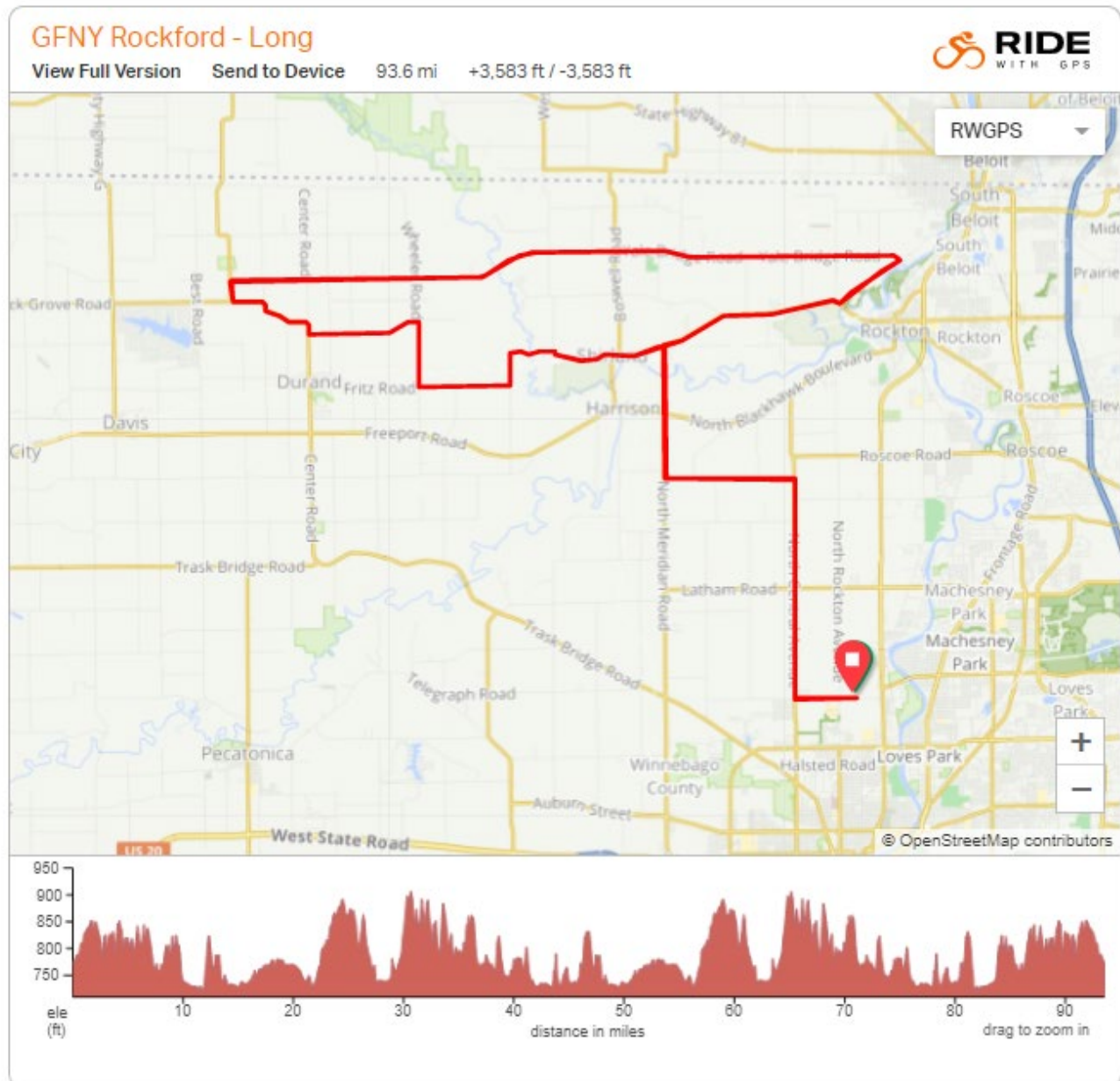


COUNTY OF WINNEBAGO

DEPARTMENT OF REGIONAL PLANNING AND ECONOMIC DEVELOPMENT

Project Report for:
GFNY Cycling Event
Rockford Area Convention & Visitors Bureau (RACVB)

Exhibit A: Long Course



LONG COURSE IS A COMPETITION: Only the finishers of the long course are eligible for category rankings and Overall and Podium awards. If you want to race and be ranked in your category, you must complete the long course. Top 10% of finishers in each age group earn a spot in the Qualifier Corral at every GFNY World event.



COUNTY OF WINNEBAGO

DEPARTMENT OF REGIONAL PLANNING AND ECONOMIC DEVELOPMENT

Project Report for:
GFNY Cycling Event
Rockford Area Convention & Visitors Bureau (RACVB)

Attachments:

1. *Application*
 - *Additional Information*
2. *Site Map of the location (GFNY Cycle Event)*
3. *GFNY Website Information*
4. *News Articles*
 - *WTVO*
 - *WREX*
 - *WIFR*
5. *Illinois Secretary of State Corporation / LLC Certificate of Good Standing*

Winnebago County Annual Host Fee Award Policy Application

ORGANIZATIONAL INFORMATION	
Organization Name:	Rockford Area Convention & Visitors Bureau
Contact (Point) Person:	Martesha Brown
Contact Person Position:	Director of Marketing & Communication
Contact Phone Number:	(815) 489 - 1655 () - <div style="display: inline-block; vertical-align: middle;"> <input type="radio"/> Circle One: <input type="radio"/> Work <input type="radio"/> Home <input checked="" type="radio"/> Mobile <input type="radio"/> Other: _____ <input type="radio"/> Circle One: <input type="radio"/> Work <input type="radio"/> Home <input type="radio"/> Mobile <input type="radio"/> Other: _____ </div>
Address(es) / Location(s) of Activity:	1) RACVB Main Office 102 North Main Street 2) Route: Rockton, Durand Township, Shirland Township, and throughout Winnebago County 3) Venetian Club (Event Headquarters) 2180 Elmwood Road Rockford, IL 61103
Description of the Organization:	<p>RACVB is a private, non-profit organization established in 1984 to promote and champion efforts to make the Rockford Region an overnight visitor destination. The mission of RACVB is to drive quality of life and economic growth for our citizens through tourism marketing and destination development.</p> <p>PRIORITY RESULTS:</p> <p>1.1 CREATE ECONOMIC WEALTH: The Rockford Region experiences growth in tourism's leading indicators.</p> <p>1.2 ENHANCE TOURISM PRODUCT: The Rockford Region offers unique and marketable experiences and venues that meet or exceed visitor expectations and enhance quality of life for citizens.</p> <p>1.3 ENGAGE CONSTITUENTS ON BEHALF OF TOURISM: RACVB tourism marketing and destination development efforts have broad support among key stakeholders.</p> <p>EXTERNAL ROLE STATEMENT:</p> <p>The RACVB adds wealth to the region's economy by growing tourism.</p>
Requested Award Amount (\$):	\$ 25,000 . 00
Proposed Use of Award (specific): <i>Should address items, such as: what, who, when, where, how, etc.?</i>	See the attachment

If additional space is needed, make a note in the section(s), "See attachment".

Winnebago County Annual Host Fee Award Policy Application

Expected Program Outcomes Outlined:	See the attachement		
OTHER PARTICIPATING ORGANIZATION(S)			
Name(s)	INVESTMENT		
	Amount (\$)	or	Type of Involvement (Description)
	\$. <u>00</u>		
	Has the investment been formally/officially approved? <input type="checkbox"/> Approved Date: _____ <input type="checkbox"/> Anticipated Date: _____		
	\$. <u>00</u>		
	Has the investment been formally/officially approved? <input type="checkbox"/> Approved Date: _____ <input type="checkbox"/> Anticipated Date: _____		
	\$. <u>00</u>		
	Has the investment been formally/officially approved? <input type="checkbox"/> Approved Date: _____ <input type="checkbox"/> Anticipated Date: _____		

Required documents to be submitted by the Organization

- ☐ 501(c)(3) tax exempt status

☐ signed W-9 form

Martesha Brown

Digitally signed by Martesha Brown
 Date: 2022.02.04 15:43:37 -06'00'

Applicant Signature

Date

***By signing this application, I hereby attest that this application and any accompanying documents are true, accurate, and correct to the best of my understanding. I further agree to follow the rules and guidelines as laid out within the "Winnebago County Annual Host Fee Policy".*

If additional space is needed, make a note in the section(s), "See attachment".

Proposed Use of Award:

Through the awarded bid fees, the Rockford Area Convention and Visitors Bureau will secure the GFNY Cycling event. This large-scale event will have a positive economic impact on Winnebago County through tourism supporting many hospitality partners including, but not limited to restaurants, hotels, retailers, and other small businesses. The race will be held on August 7th, with planned run rides on Friday and Saturday before the race.

This event has been hosted in major top-tier visitor destinations such as New York, the Dominican Republic, Panama, Costa Rica, Jerusalem, Florida, Bali, Cannes islands, and more. National events such as the GFNY Cycling event bring forth notoriety and elevate our region as an international sports destination. The GFNY event will be held in only six locations in the United States. This event has proven to register well over 700 cyclists. Riders (and family) will stay between 1-4 nights in the region.

The Winnebago County GFNY Cycling event is projected to bring 750 cyclists who will ride along the streets and paths of our region in two competitive courses ranging from 65 miles to 100 miles. The route will incorporate many touchpoints throughout the county including, Rockford, Rockton, Durand, Shirland, and other Winnebago county cities and townships.

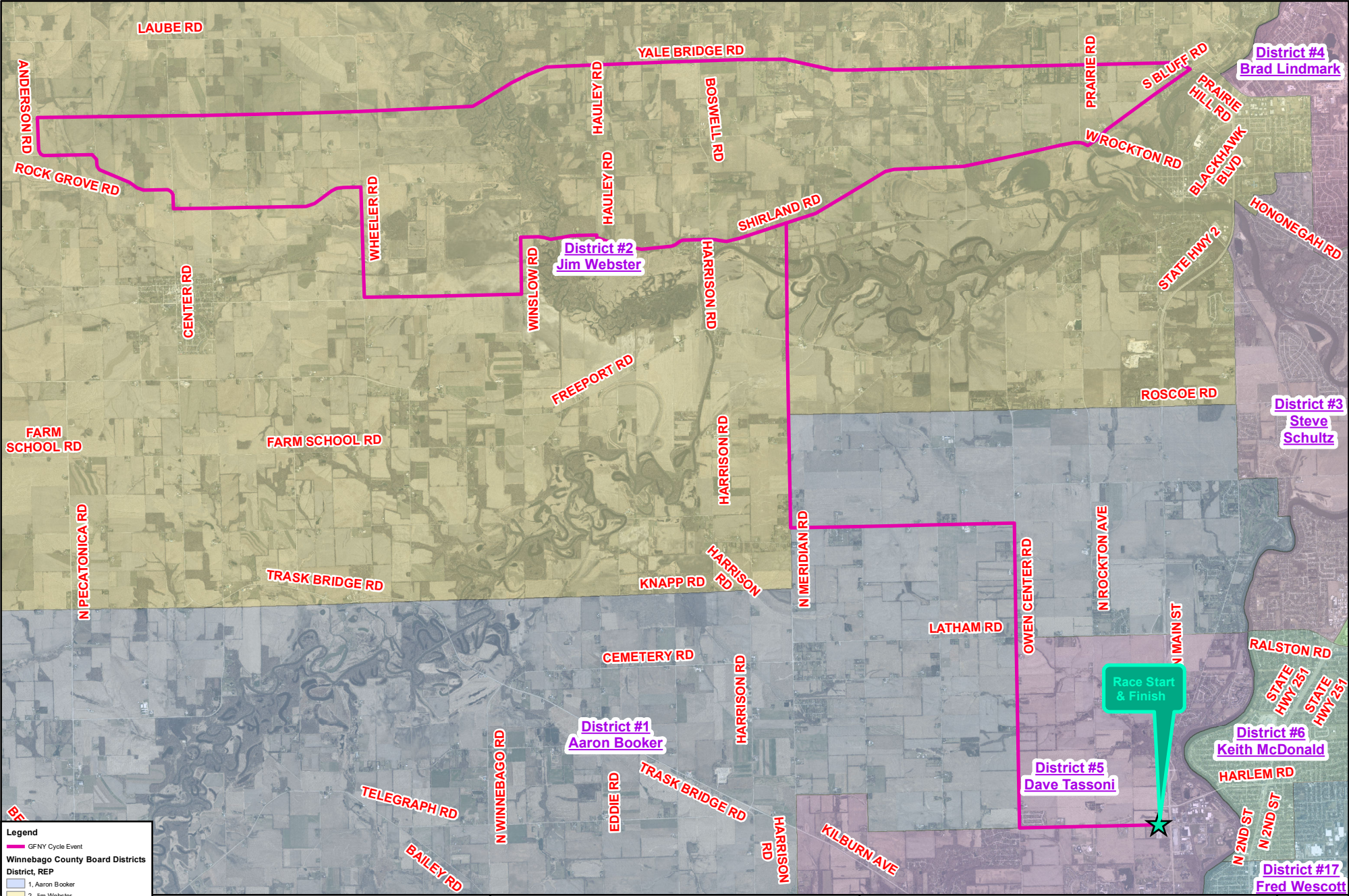
Events that bring large economic impact for our county require financial investment through bid fees to recruit and secure. Although limited, generally, funding for such bid fees can be paid by the RACVB from revenue collected through local hotel taxes. However, as a result of the reduction in hotel occupancy due to the pandemic, there are limited funds to attract large-scale events that bring forth this level of regional positioning and revenue for our county's hospitality industry and partners.

The \$25,000 will partially fund the bid fee to bring the international GFNY event to the region for the first year of a three-year agreement. More specifically, it will assist in covering the cost necessary for the promotion and execution of this event by the event planner.

Expected Program Outcomes Outlined:

- 750 Cyclists local, national, and international
- 1,000+ room nights (Overnight Hotel bookings)
- Anticipated Economic Impact of \$1.3 million
- Earned National and International Media Coverage
- Competitive positioning for Winnebago County as an international visitor destination in sports tourism

GFNY Cycle Event



Legend

GFNY Cycle Event

Winnebago County Board Districts

District, REP

- 1, Aaron Booker
- 2, Jim Webster
- 3, Steve Schultz
- 4, Brad Lindmark
- 5, Dave Tassoni
- 6, Keith McDonald
- 7, Paul Arena
- 17, Fred Wescott

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 Chris Dornbush
Date: 2/25/2022

1 inch = 9,000 feet





AUGUST 7, 2022
ROCKFORD



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GFNY Rockford 2022

Medium and Long Distance

SALES END
2/28/2022

195.00 USD
13.65 USD

GFNY Rockford VIP

Special registration area, VIP Corral
start, Post-race VIP Lounge

SALES END
2/28/2022

445.00 USD
31.15 USD

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Rockford

Rockford is the second largest city in Illinois outside the Chicago metro area. It's located just 1hr from Chicago and its main international airport, Chicago O'Hare (ORD), making the trip to GFNY Rockford easily accessible from anywhere in the world.

Rockford has many activities like the Discovery Center Museum and Burpee Museum of Natural History, as well as a downtown area lined with shopping and great bars and restaurants. Outside the downtown area, there are many shopping and dining options, especially the large shopping and hotel center off the I-90 in the eastern part of Rockford.

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There are many bike paths throughout the city adding a fun way to explore the city, its parks and activities while you're in town during GFNY race week. The Rock River is the main natural

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Course

The pre-race expo and post-race festivities are all hosted from the Venetian Club. The race start and finish line is conveniently located just aside the Venetian Club, on Elmwood Rd. After you depart from the Venetian Club, ride north to the loop through Winnebago County. Medium distance athletes will complete the loop once, long distance athletes will be racing the loop twice.

Enjoy fast racing over rolling hills in summer conditions through scenic northern Illinois. You'll ride past the incredible nature: Nygren Wetland Preserve, Williams Tree Farm, The Pavilion at Orchard Ridge Farms, Colors Sands Bluff Nature Preserve, Ferguson Forest Preserve and across and along the Pecatonica, Sugar and Rock Rivers.

Take advantage of long straights in the first half of the loop to cover the distance quickly with your group. The early miles on the long straight roads will lead to attacks, stay near the front of the pack to cover attacks and keep company for the recovery.

The return portion of the loop has small, winding roads and turns, making your peloton positioning an important part of your race strategy. Because of the twists and turns, the attacks will become decisive race moments that will fragment groups.

Luckily, being in peak summer form, your legs are able to cover the speed and effort variations. Enjoy the pelotons coming together and splitting apart and ideal long distance racing conditions to make the most of your summer fitness at GFNY Rockford.



GFNY Rockford - Long

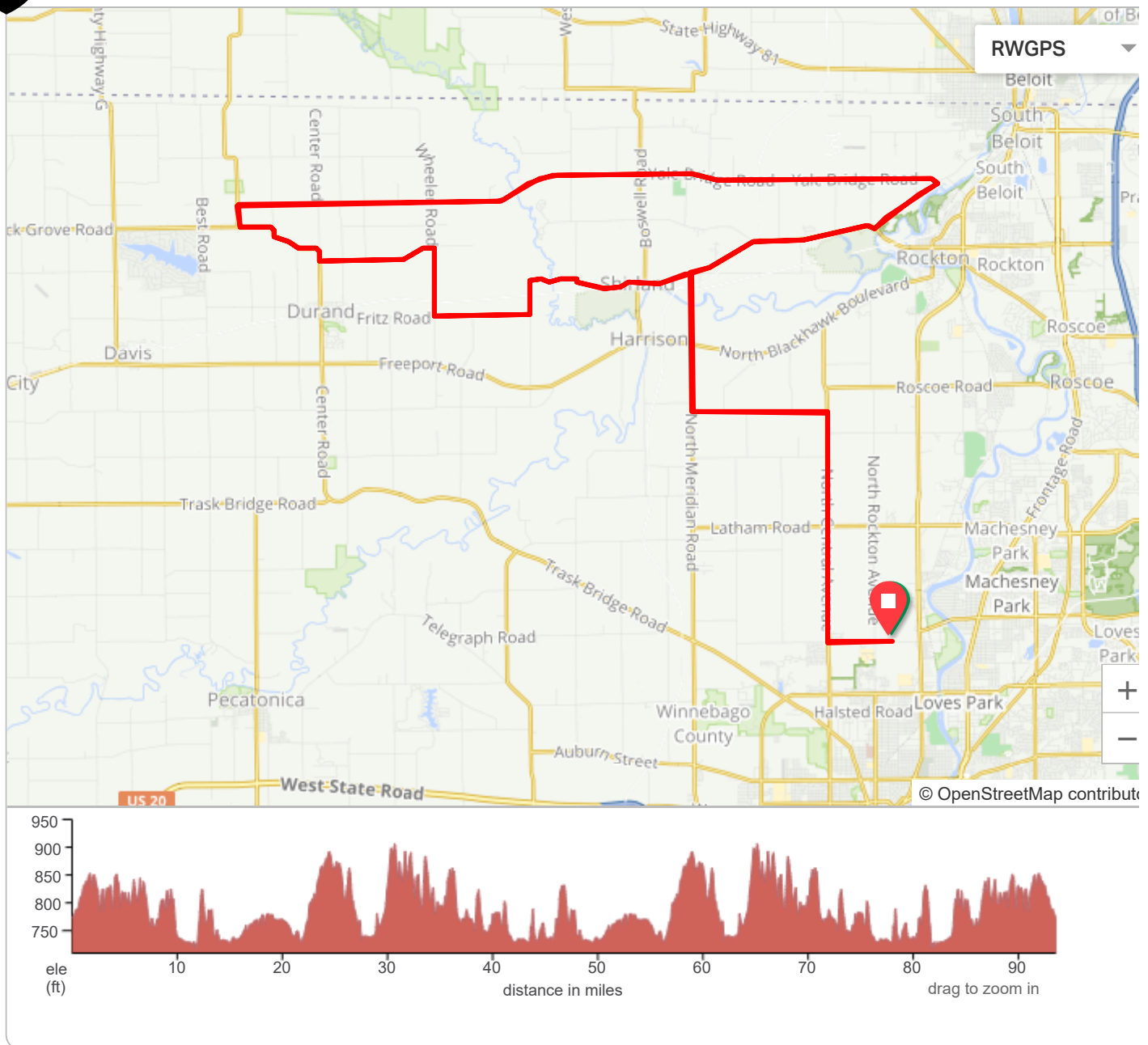
AUGUST 7, 2022

ROCKFORD

Send to Device

93.6 mi

+3,583 ft / -3,583 ft



LONG COURSE IS A COMPETITION: Only the finishers of the long course are eligible for category rankings and Overall and Podium awards. If you want to race and be ranked in your category, you must complete the long course. Top 10% of finishers in each age group earn a spot in the Qualifier Corral at every GFNY World event.

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GFNY Rockford - Medium

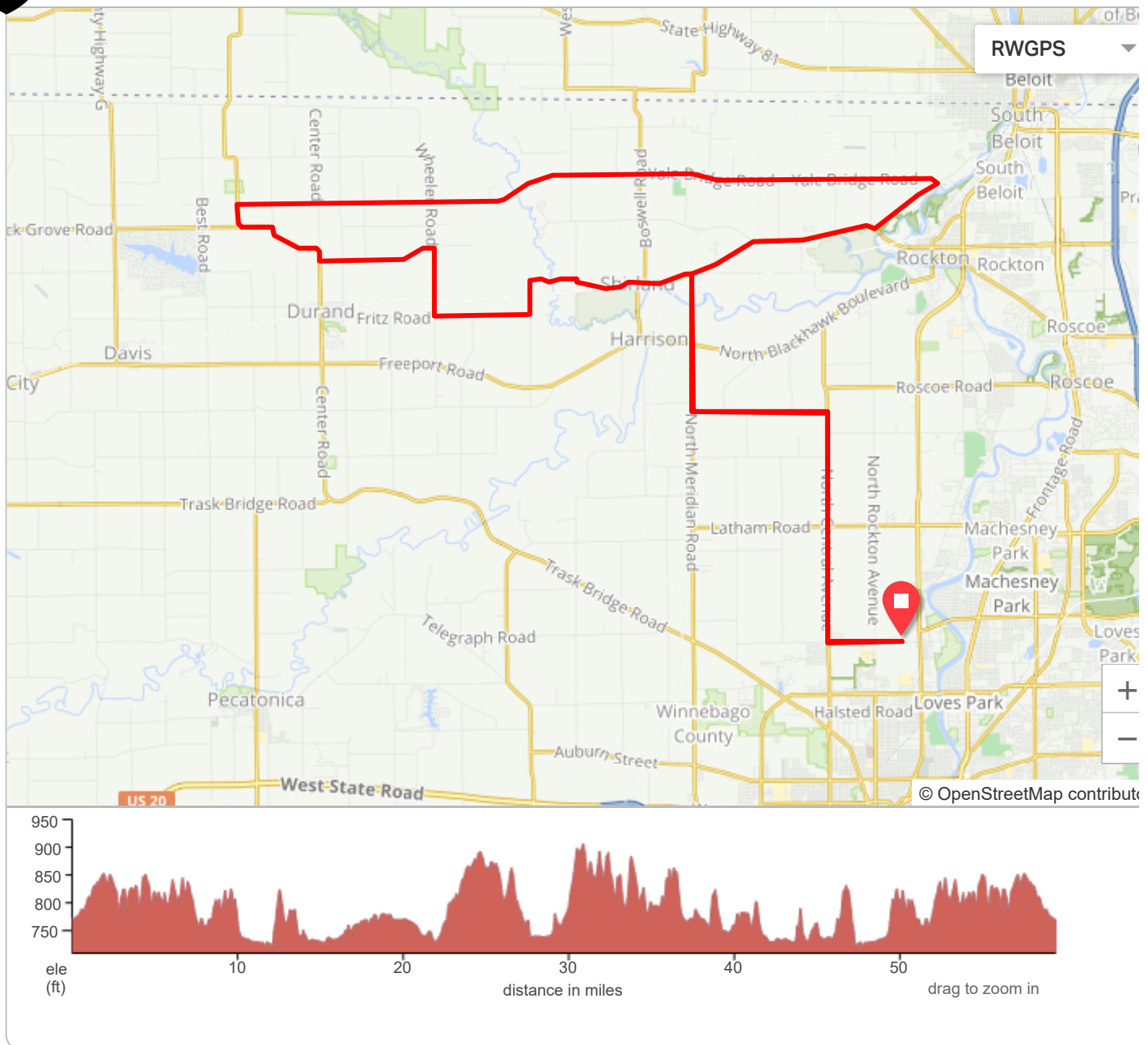
AUGUST 7, 2022

ROCKFORD

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59.4 mi

+2,326 ft / -2,326 ft

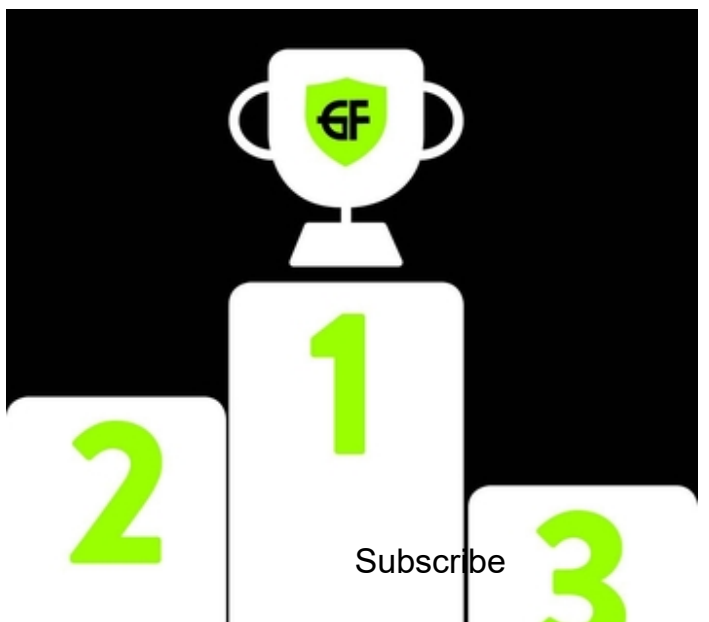
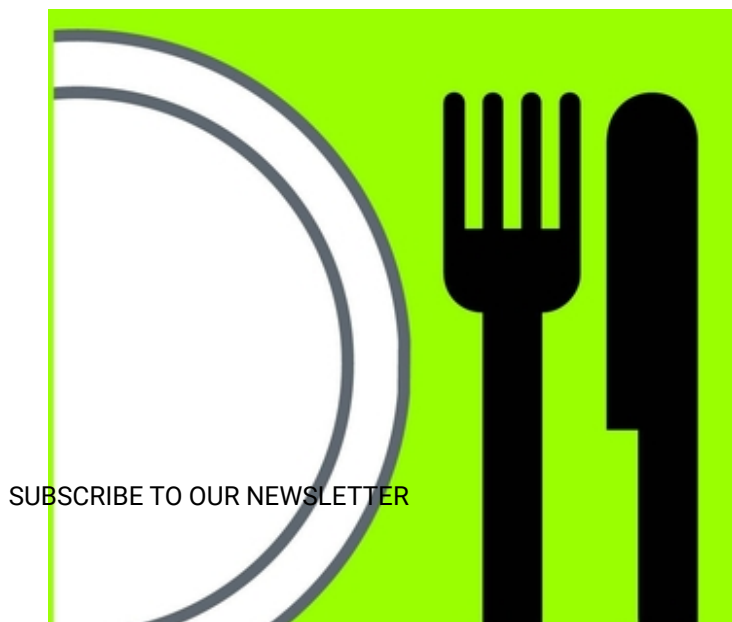


MEDIUM COURSE IS NOT A COMPETITION: The riders of the medium course will be provided their start-to-finish time, but will not be ranked by finish time. All finish times will be listed in alphabetical order.

Perks included as part of GFNY Rockford

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AUGUST 7, 2022
ROCKFORD

POST-RACE MEAL

PODIUM AWARDS



FINISHER
MEDAL

BE A PRO FOR A DAY

THE JERSEY: All riders receive the official GFNY Rockford race jersey, which is mandatory attire at the race. The jersey is designed in NYC and Made in Italy.

CHIP TIMING: GFNY Rockford is a timed race. Each athlete has their own timing chip, which starts right after you cross the start line and stops when you cross the finish line. Timing results will be available at gfny.cc/results.

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AUGUST 7, 2022
FINISHER MEDAL
ROCKFORD

Every GFNY Rockford finisher receives a medal, no matter which distance they complete. All finishers also earn a "Finish" towards their 3x2022 GFNY medal or the 10x medal. Go to gfny.com/medals for more information on GFNY's multi-finisher medals.



GFNY Gear

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Gruppo**



Limited Edition Jerseys



**Bib Shorts BL
Ed.**



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GFNY Coaching

[Coaching.gfny.com](https://coaching.gfny.com) is a platform to help you find your best GFNY performance through personalized training plans, performance analysis, online meetings and an extensive library of training content.

GFNY Coaching can help you prepare for all your GFNY World races. You can choose from one of three monthly plan options that provides you with a training plan by a GFNY coach to help you meet your goals in your next GFNY, whether the goal is #breaking10, #breaking6, or even #breaking4. All of our plans are customized for each athlete, and feedback and coach contact is always included. GFNY Coaching is available in English and Spanish.

No matter your goals or level of experience in cycling, whether you have a couple of months to tune up, or half a year to change yourself completely as an athlete, you will be ready to hit that PB, get your highest placing ever, or just finish your first GFNY race. [Subscribe](#)



AUGUST 7, 2022
ROCKFORD

[Click here to contact GFNY's Head Coach](#)



COACH CONTACT



CUSTOMIZED PLANS



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AUGUST 7, 2022
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**REACH
YOUR
PERSONAL
BEST**

#breaking4
#breaking5
#breaking6
#breaking7
#breaking8
#breaking9
#breaking10

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AUGUST 7, 2022
ROCKFORD

ACHIEVE GOALS

GFNY Training Center

The GFNY Training Center section of [coaching.com](#) provides training topics like nutrition, cadence, and power around the World. This training and course strategy is for every athlete.

Check out the GFNY Training Center

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COURSE
GUIDES



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STRATEGY

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COURSE GUIDES

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**COURSE
STRATEGY**



**TRAINING
GUIDES**

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JOIN US AT GFNY ROCKFORD



GFNY IS COMING TO ZAPOPAN
ON OCTOBER 2, 2022



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back in Brazil!

**Join us at GFNY
Rockford**

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back in Brazil with
AUGUST 7, 2022
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çalves has the
I most equipped
r in Rio Grande do
ndaparque,

lore

16 FEB 2022

GFNY, the global endurance
sport series, is coming to
Rockford, Illinois on August 7,
2022! The Course The pre-race
expo and post-race festivities
are all hosted from the
Venetian Club. The race start

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Enjoy bike and mariachis at GFNY Zapopan

03 FEB 2022

GFNY, the global endurance
sport series, is coming to
Zapopan, Mexico on October :
2022! The Course GFNY
Zapopan starts and finishes in
the historic center of the city,
front of the

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GFNY Events Worldwide

GFNY World Championship NYC



15 MAY 2022

GFNY Punta del Este



20 MAR 2022

GFNY República Dominicana



20 MAR 2022

GFNY Cannes



27 MAR 2022

GFNY Peru



10 APR 2022

GFNY Jerusalem



13 MAY 2022

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29 MAY 2022

GFNY Monterrey
ROCKFORD

 05 JUN 2022



GFNY Michigan Ann Arbor

 12 JUN 2022

GFNY Lourdes Tourmalet

 12 JUN 2022

GFNY Panama

 19 JUN 2022

GFNY La Vaujany Alpe d'Huez

 19 JUN 2022

GFNY Texas Waco

 26 JUN 2022

GFNY Costa Rica

 03 JUL 2022

GFNY Uppsala

 03 JUL 2022

GFNY Grand Ballon

 10 JUL 2022

GFNY Bogota

 17 JUL 2022

GFNY Bali

 07 AUG 2022

GFNY Rockford

 07 AUG 2022

GFNY Oaxaca

 14 AUG 2022

GFNY Day

21 AUG 2022


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 28 AUG 2022

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GFNY Manta

 25 SEP 2022


GFNY Zapopan

 02 OCT 2022


GFNY Bento Gonçalves

 16 OCT 2022

GFNY Marathon Florida Sebring

 22 OCT 2022

GFNY Florida Sebring

 23 OCT 2022

GFNY Colonia

 06 NOV 2022

GFNY Cozumel Mexico

 13 NOV 2022

GFNY Quito

 20 NOV 2022

GFNY Chile





AUGUST 7, 2022
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GFNY

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August 7, 2022
Rockford
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21°



LOCAL NEWS

GFNY cycling marathon coming to Rockford



ROCKFORD, ILL. (WTVO) — Rockford tourism officials announced Thursday that the international GFNY cycling marathon will be coming to town.

GFNY World races over both a **medium** and **long marathon** route, and every finisher receives a race jersey and a Finisher Medal.

“Rockford has so much to offer for our cyclists – the beautiful scenery on the course, the tranquil roads for their racing cycling, the tourism activities in Rockford and around the area, and the fantastic, beautiful nature thought out Winnebago County,” said Lidia Fluhme, president of Gran Fondo New York, Inc. “We’d like to say thank you to Rockford and Winnebago County for the support to bring the race to your community. We’re really excited and know the cyclist are going to receive a fantastic welcome from you all.”

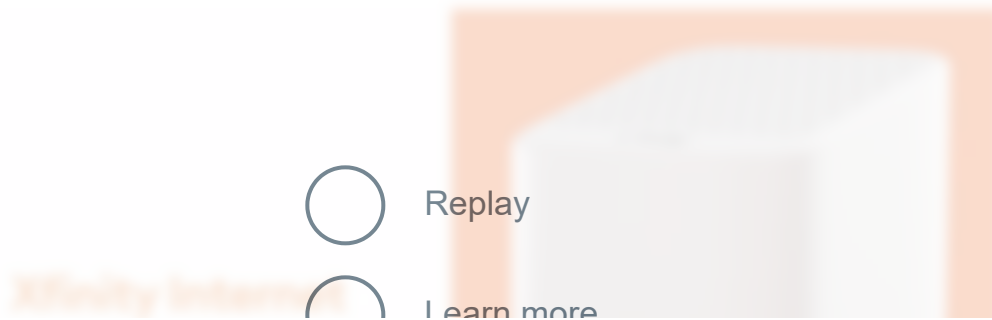


Photos: GFNY

The long course will take cyclists on a 93.6 mile ride starts and ends near the Venetian Club on Elmwood Rd. and passes by Carl and Myrna Nygren Wetland Preserve, Williams Tree Farm, The Pavilion at Orchard Ridge Farms, Colored Sands Bluff Nature Preserve, Calvin and Sophia Ferguson Forest Preserve and crosses over or runs along the Pecatonica, Sugar and Rock Rivers as well as near Rockton, South Beloit, Durand, Shirland, and Lake Summerset.

ADVERTISING





The medium course also starts at the Venetian Club, and consists of a non-competitive 59.4 mile track.

The event takes place on Sunday, August 7th, 2022, at 6 a.m. **Registration is \$217** per participant.

GFNY began with a 2011 New York version of the Italian Gran Fondo race. GFNY now runs marathons **all over the world**, including Italy, Mexico, Portugal, Argentina and more.

Rockford's will be one of only five in the U.S. in 2022, and is expected to bring \$1.3 million in tourism dollars to the region.

"I'm thrilled another international event will take place in Rockford this summer," said **Rockford Mayor Tom McNamara**, "It takes a coordinated effort by partners across the community to attract these events and ensure they are successful, and I'm thankful to all involved who have helped make Rockford a sports tourism destination. I look forward to welcoming more than 750 cyclists to our community in August!"

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https://www.wrex.com/news/top-stories/international-bike-marathon-coming-to-rockford-this-summer/article_90c24e8e-8a93-11ec-8378-0beffc1c325c.html

International bike marathon coming to Rockford this summer

Andrew Carrigan

Feb 10, 2022



GFNY Rockford is expected to draw at least 750 cyclist and additional spectators to the region.

ROCKFORD (WREX) — An international bike marathon is coming to the Stateline.

The Rockford Area Visitors and Convention Bureau announced the internationally known "Gran Fondo New York" is coming to the Stateline on Aug. 7. The event is held in partnership with the Venetian Club in Winnebago County.



Gran Fondo rides (loosely translated from Italian as Big Ride) are generally at least 75 miles in length. GFNY is considered the premier, global cycling marathon series and consists of 25 races in 17 countries. The Rockford region is one of five destinations to

host this event in the United States in 2022.



“Rockford has so much to offer for our cyclists – the beautiful scenery on the course, the tranquil roads for their racing cycling, the tourism activities in Rockford and around the area, and the fantastic, beautiful nature thought out Winnebago County,” said Lidia Fluhme, president of Gran Fondo New York, Inc. “We’d like to say thank you to Rockford and Winnebago County for the support to bring the race to your community. We’re really excited and know the cyclist are going to receive a fantastic welcome from you all.”

GFNY Rockford is expected to draw at least 750 cyclist and additional spectators to the region. While in destination, these visitors will fill more than 1,000 hotel room nights and spend more than \$1.3 million. Over the course of the initial three-year agreement, 2022-2024, visitors are expected to spend nearly \$4 million at local businesses.

Have a news tip or story idea? Email us at news@wrex.com

Tags



Andrew Carrigan

Digital Content Manager

Andy Carrigan is the Social Media & Digital Content Manager at WREX. He joined the 13 WREX team as a photographer in 2016 after graduating from Northern Illinois University.

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Cycling marathon GFNY coming to Rockford

The Gran Fondo New York (GFNY) cycling marathon held its first race in 2011.



By WIFR Newsroom
Published: Feb. 10, 2022 at 12:26 PM CST
[f](#) [✉](#) [t](#) [p](#) [in](#)

ROCKFORD, Ill. (WIFR) - The largest cycling marathon in the world is coming to Rockford in 2022.

The Gran Fondo New York (GFNY) cycling marathon, loosely translated from Italian as “big ride,” held its first race in 2011. It’s now held more than 30 events in 15 countries, including Mexico, Portugal and Argentina.

“Rockford has so much to offer for our cyclists – the beautiful scenery on the course, the tranquil roads for their racing cycling, the tourism activities in Rockford and around the area, and the fantastic, beautiful nature thought out Winnebago County,” said Lidia Fluhme, president of Gran Fondo New York. “We’d like to say thank you to Rockford and Winnebago County for the support to bring the race to your community. We’re really excited and know the cyclists are going to receive a fantastic welcome from you all.”

Rockford signed a three-year deal with GFNY, and city leaders expect the race to rack up nearly \$1.3 million at local businesses during that time period. The event is expected to draw at least 750 cyclists along with spectators filling more than 1,000 hotel room nights. The Rockford region is one of five destinations to host this event in the United States in 2022, with the winners being granted a place at the GFNY World Championships in May of 2023.

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The Rockford event will take place on Sunday, August 7, with planned run rides on the Friday and Saturday before the race. The race starts and ends in Rockford near the Venetian Club on Elmwood Rd. and passes by Carl and Myrna Nygren Wetland Preserve, Williams Tree Farm, The Pavilion at Orchard Ridge Farms, Colored Sands Bluff Nature Preserve, Calvin and Sophia Ferguson Forest Preserve and crosses over or runs along the Pecatonica, Sugar and Rock Rivers as well as near Rockton, South Beloit, Durand, Shirland, and Lake Summerset. To see an interactive map of the route, [click here](#).

Any athlete over the age of 18 is eligible to participate in this cycling event. Participants do not have to qualify or be a licensed racer with a federation to take part in GFNY. Registration information can be found at www.gfny.com.

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Office of the Secretary of State Jesse White
ilsos.gov

Corporation/LLC Search/Certificate of Good Standing

Corporation File Detail Report

File Number	53594433
Entity Name	ROCKFORD AREA CONVENTION & VISITORS BUREAU
Status	ACTIVE

Entity Information

Entity Type
CORPORATION

Type of Corp
NOT-FOR-PROFIT

Incorporation Date (Domestic)
Thursday, 27 September 1984

State
ILLINOIS

Duration Date
PERPETUAL

Agent Information

Name

JOHN ALAN GROH
Address 102 N MAIN ST ROCKFORD , IL 61101
Change Date Thursday, 30 July 2009

Annual Report
Filing Date Tuesday, 17 August 2021
For Year 2021

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(One Certificate per Transaction)

OPERATIONS & ADMINISTRATIVE COMMITTEE

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

SUBMITTED BY: OPERATIONS AND ADMINISTRATIVE COMMITTEE

SPONSORED BY: KEITH MCDONALD, JOHN BUTITTA AND PAUL ARENA

2022 CR_____

**RESOLUTION SUBMITTING TO THE ELECTORS BY REFERENDUM THE
ADVISORY QUESTION OF INCREASING THE TAX LEVIED BY THE
COUNTY OF WINNEBAGO, ILLINOIS FOR THE SPECIFIC PURPOSE OF
MAINTAINING RIVER BLUFF NURSING HOME**

WHEREAS, since 1883, the County of Winnebago, Illinois (County) has owned and operated River Bluff Nursing Home (River Bluff), which provides a continuum of intermediate and skilled nursing services to all County residents; and

WHEREAS, as a public owned facility, River Bluff has been a valuable and affordable asset to all County residents, but it has created a financial hardship for the County; and

WHEREAS, the County incurred an operating deficit of approximately \$2,400,000 in its operation of River Bluff during fiscal year 2021; and

WHEREAS, it is anticipated that the County will continue to incur an increase in an operating deficit of approximately \$2.4 million in its operation of River Bluff, so it is in the best interests of the residents of Winnebago County that the tax rate be increased to the maximum rate for the maintenance of River Bluff; and

WHEREAS, Section 5-21001 (8) of the Illinois Counties Code, 55 ILCS 5/5-21001 (8), authorizes counties of not more than 1,000,000 to levy and collect annually a tax of not to exceed 0.1% of the value, as equalized or assessed by the Department of Revenue, of all the taxable property in the county; and

WHEREAS, the County Board has authority to levy and collect annually a tax of not to exceed 0.1% after the proposition to levy or increase such tax was submitted to the electors of the county and approved by a majority of the voters on November 7, 1989; and

WHEREAS, pursuant to 55 ILCS 5/5-1005.5 and 10 ILCS 5/28.1, the County Board may authorize an advisory question of public policy to be placed on the ballot at the next regularly scheduled election in the county by a vote of the majority of the members of the County Board; and

WHEREAS, pursuant to 10 ILCS 5/28-2(c), the resolution authorizing placing the advisory question on the ballot must be adopted not less than seventy-nine (79) days before a regularly scheduled election where the advisory referendum question is to appear, which is by April 11, 2022; and

WHEREAS, the County Board wishes to place an advisory question of public policy on the ballot of the next regularly scheduled election on June 28, 2022, regarding whether Winnebago County shall continue to own and operate River Bluff, by increasing the tax levied by the County from 0.0445% to 0.1%, for the specific purpose of maintaining River Bluff.

NOW, THEREFORE, BE IT RESOLVED, by the County Board of the County of Winnebago, Illinois, that the following advisory referendum question be placed on the ballot in the County of Winnebago to be voted on by all qualified electors on June 28, 2022:

SHALL THE COUNTY OF WINNEBAGO, ILLINOIS CONTINUE TO OWN AND OPERATE A SHORT-TERM REHABILITATIVE/LONG-TERM SKILLED NURSING FACILITY, FOR THE RESIDENTS OF ALL INCOMES, BY INCREASING THE AMOUNT LEVIED BY THE COUNTY FROM 0.0445% TO 0.1%, FOR THE SPECIFIC PURPOSE OF MAINTAINING THE RIVER BLUFF NURSING HOME? (i.e. The property tax rate increase on a \$150,000 home would approximately result in a \$25 annual increase on your tax bill)

BE IT FURTHER RESOLVED, that the question as fully set forth above are authorized and shall be submitted to the qualified electors of the County of Winnebago at the regularly scheduled election to be held on June 28, 2022, in accordance with all applicable provisions of Illinois law; and

BE IT FURTHER RESOLVED, that the County Clerk of the County of Winnebago is hereby directed to certify the referendum question set forth above in accordance with the Illinois Election Code no later than April 21, 2022, and to take any other actions necessary to cause the question to be placed on the ballot of the regularly scheduled election to be held on June 28, 2022.

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

BE IT FURTHER RESOLVED, that the that the Clerk of the County Board shall prepare and deliver certified copies of this Resolution to the County Clerk, County Treasurer, County Auditor, Administrator of River Bluff Nursing Home and the County Administrator.

Respectfully submitted,
OPERATIONS AND ADMINISTRATIVE COMMITTEE

AGREE

DISAGREE

Keith McDonald, Chairman

Keith McDonald, Chairman

John Butitta, Vice Chairman

John Butitta, Vice Chairman

Jean Crosby

Jean Crosby

Paul Arena

Paul Arena

Joe Hoffman

Joe Hoffman

Dorothy Redd

Dorothy Redd

Jaime Salgado

Jaime Salgado

The above and foregoing Resolution was adopted by the County Board of the County of Winnebago, Illinois this _____ day of _____, 2022.

Joseph V. 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**

2022 CR _____

SUBMITTED BY: OPERATIONS AND ADMINISTRATIVE COMMITTEE

SPONSORED BY: PAUL ARENA AND JOE HOFFMAN

**RESOLUTION AMENDING THE ORGANIZATIONAL STRUCTURE OF THE
COUNTY BOARD OF THE COUNTY OF WINNEBAGO, ILLINOIS**

WHEREAS, between election cycles a change to any Chairman or Committee Member may be amended by the affirmative vote of the majority of the Winnebago County Board.

THEREFORE, BE IT RESOLVED, by the County Board of the County of Winnebago, Illinois that assignments to the County Board Committees shall be amended as indicated on Schedule A attached.

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

BE IT FURTHER RESOLVED, that the Clerk of the County Board is hereby directed to prepare and deliver a copy of this Resolution to the County Administrator and County Clerk.

Respectfully submitted,
OPERATIONS AND ADMINISTRATIVE COMMITTEE

AGREE

DISAGREE

Keith McDonald, Chairman

Keith McDonald, Chairman

John Butitta, Vice Chairman

John Butitta, Vice Chairman

Jean Crosby

Jean Crosby

Paul Arena

Paul Arena

Joe Hoffman

Joe Hoffman

Dorothy Redd

Dorothy Redd

Jaime Salgado

Jaime Salgado

The above and foregoing Resolution was adopted by the County Board of the County of Winnebago, Illinois this _____ day of _____, 2022.

Joseph V. 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

SCHEDULE A
AMENDED
COUNTY BOARD COMMITTEES

ECONOMIC DEVELOPMENT

Chair: Fred Wescott
Vice Chair: Dorothy Redd
Jean Crosby
Brad Lindmark
Angela Fellars
Tim Nabors
John F. Sweeney

PUBLIC SAFETY AND JUDICIARY

Chair: Burt Gerl
Vice Chair: Aaron Booker
Kevin McCarthy
Brad Lindmark
Tim Nabors
Angie Goral
Dorothy Redd

FINANCE

Chair: Jaime Salgado
Vice Chair: Steve Schultz
John Butitta
Paul Arena
Joe Hoffman
Jean Crosby
Keith McDonald

PUBLIC WORKS

Chair: Dave Tassoni
Vice Chair: Dave Kelley
Kevin McCarthy
Angela Fellars
Burt Gerl
Jim Webster

OPERATIONS AND ADMINISTRATIVE

Chair: Keith McDonald
Vice Chair: John Butitta
Jean Crosby
Paul Arena
Joe Hoffman
Dorothy Redd
Jaime Salgado

ZONING

Chair: Jim Webster
Vice Chair: Angie Goral
Steve Schultz
Aaron Booker
Tim Nabors
Dave Kelley
John F. Sweeney

UNFINISHED BUSINESS

FINANCE COMMITTEE



Resolution Executive Summary

Prepared By: Dave Rickert
Committee: Finance Committee
Committee Date: February 17, 2022
Resolution Title: Ordinance for Approval of Budget Amendment for the Winnebago County Coroner's Office
County Code: Winnebago County Annual Appropriation Ordinance

Board Meeting Date: February 24, 2022

Budget Information:

Was item budgeted?	No	Appropriation Amount: \$110,300
If not, explain funding source:	Fund Balance	
ORG/OBJ/Project Code:	32500/41110.....	Budget Impact: \$70,400
	41900/42115, 46430.....	Budget Impact: \$39,900

Background Information: This amendment is needed to hire two new Deputy Coroners to help eliminate night shifts in which only one deputy coroner is on duty, and at times deputies need to be hired back at time and a half. This budget amendment will also provide a raise to move an employee to office manager. The amendment will allow the department to purchase two Mitel phones for the new deputies as well. The coroner's department will also be able to purchase Stryker Power Load lifts for the coroner vehicles, which allow coroner's deputies to place large decedents in their vehicles without getting hurt

Recommendation: Department Agrees

Contract/Agreement:

Legal Review: Not Applicable

2022 Fiscal Year

Sponsored by:
Jaime Salgado, Finance Committee Chairman

Finance:	Feb 17, 2022
Lay Over:	Feb 24, 2022
Final Vote:	Mar 3, 2022

2022 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, The Coroner's office is in need of new deputy coroner positions and new equipment for the deputies and the coroner's vehicles.

WHEREAS, the Winnebago County Board adopted the "Annual Budget and Appropriation Ordinance" for the fiscal year ending September 30, 2022 at its September 30, 2021 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 **#2022-007 Coroner's Office.**

(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 _____ 2022.

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

2022
WINNEBAGO COUNTY
FINANCE COMMITTEE
REQUEST FOR BUDGET AMENDMENT

DATE SUBMITTED: 2/17/2022 AMENDMENT NO: 2022-007							
DEPARTMENT: Coroner SUBMITTED BY: Dave Rickert							
FUND#: 0001 & 0119 DEPT. BUDGET NO. 32500 & 41900							
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							
32500	41110	Regular Salaries	\$736,528	\$0	\$736,528	\$70,400	\$806,928
41900	42115	Non-Capital Office Equipment	\$0	\$0	\$0	\$2,000	\$2,000
41900	46430	Machinery & Equipment	\$0	\$0	\$0	\$37,900	\$37,900
Revenue							
Fund Balance							
TOTAL ADJUSTMENT:						\$110,300	
Reason budget amendment is required:							
This amendment is needed to hire two new Deputy Coroner's to help eliminate night shifts in which only 1 deputy coroner is on duty, and at times deputies need to be hired back at time and a half. This budget amendment will also provide a raise to move an employee to office manager. The amendment will allow the department to purchase Five mitel phones for the office as well. The coroner's department will also be able to purchase Stryker Power Load lifts for the coroner vehicles, which allow coroner's deputies to place large decedents in their vehicles without getting hurt.							
Potential alternatives to budget amendment:							
None							
Impact to fiscal year 2022 budget:							
\$110,300							
Revenue Source:		General Fund, Fund Balance					

NEW BUSINESS

FINANCE COMMITTEE



Resolution Executive Summary

Prepared By: Dave Rickert
Committee: Finance Committee
Committee Date: March 10, 2022
Resolution Title: Ordinance for Approval of Budget Amendment for the purchase of the parking lot at the corner of Church and Chestnut.
County Code: Winnebago County Annual Appropriation Ordinance

Board Meeting Date: March 10, 2022

Budget Information:

Was item budgeted?	No	Appropriation Amount: \$1,135,600
If not, explain funding source:	Fund Balance	
ORG/OBJ/Project Code:	13500-46110	Budget Impact: \$1,135,600

Background Information: As part of the County's lease agreement with Church & Chestnut Development, LLC, the County has the right of first refusal on any contemplated sale of any or all the property located at Church and Chestnut St. Church & Chestnut Development sent the County notice of a pending sale to a third party, and the county has decided to exercise it's right to purchase the property for a sum of \$1,135,600.

Recommendation: Department Agrees

Contract/Agreement:

Legal Review: Reviewed by State's Attorney's Office

2022 Fiscal Year

Sponsored by:
Jaime Salgado, Finance Committee Chairman

Finance: Mar 10, 2022
Lay Over: Mar 10, 2022
Final Vote: Mar 24, 2022

2022 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, The County has exercised its option to purchase the parking lot located at 310 South Church and 320 and 324 Chestnut St.

WHEREAS, the Winnebago County Board adopted the "Annual Budget and Appropriation Ordinance" for the fiscal year ending September 30, 2022 at its September 30, 2021 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 **#2022-009 Parking Lot Purchase.**

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(AGREE)

JAIME SALGADO,
FINANCE CHAIRMAN

JEAN CROSBY

JOE HOFFMAN

PAUL ARENA

STEVE SCHULTZ

KEITH McDONALD

JOHN BUTITTA

Respectfully Submitted,
FINANCE COMMITTEE
(DISAGREE)

JAIME SALGADO,
FINANCE CHAIRMAN

JEAN CROSBY

JOE HOFFMAN

PAUL ARENA

STEVE SCHULTZ

KEITH McDONALD

JOHN BUTITTA

The above and foregoing Ordinance was adopted by the County Board of the County of Winnebago, Illinois this ____ day of _____ 2022.

ATTESTED BY:

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

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

REQUEST FOR BUDGET AMENDMENT

DATE SUBMITTED: 3/10/2022 AMENDMENT NO: 2022-009							
DEPARTMENT: Miscellaneous County				SUBMITTED BY: Dave Rickert			
FUND#: 0001		DEPT. BUDGET NO. 13500					
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							
13500	46110	Land	\$0	\$0	\$0	\$1,135,600	\$1,135,600
Revenue							
Fund Balance							
TOTAL ADJUSTMENT:						\$1,135,600.00	
Reason budget amendment is required:							
Winnebago County has exercised it's option to purchase the parking lot located at 310 South Church and 320 and 324 Chestnut St.							
Potential alternatives to budget amendment:							
None							
Impact to fiscal year 2022 budget:							
\$1,135,600							
Revenue Source:		Fund Balance					

ANNOUNCEMENTS & COMMUNICATIONS



WINNEBAGO COUNTY

— ILLINOIS —

Announcements & Communications

Date: March 10, 2022

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. Federal Register / Vol/ 87, No. 35 /Tuesday, February 22, 2022 / Notice
 - b. Constellation Energy Generation, LLC – Request for Additional Information Regarding Fleet License Amendment Request to Adopt TSTF-541
2. County Clerk Gummow received from Charter Communications a notice that on or around March 28, 2022, Spectrum Mid-America, LLC, will launch Story TV HD on Spectrum Select for the following:
 - a. Township of Harlem
 - b. Township of Rockton
 - c. Township of Roscoe
3. County Clerk Gummow received from the Illinois Environmental Protection Agency a Notice of Application for Permit to Manage Waste. Description of Project: Landfill No. 2 – 5 Year Permit Renewal.
4. County Clerk Gummow received from Theresa Grennan, Chief Deputy Winnebago County Treasurer the Investment Report as of March 1, 2022.

Adjournment