

# **OPERATIONS & ADMINISTRATIVE COMMITTEE AGENDA**

**Called by:** Keith McDonald, Chairman  
**Members:** John Butitta, Jean Crosby,  
Paul Arena, Joe Hoffman, Dorothy  
Redd, Jaime Salgado

**DATE:** THURSDAY, NOVEMBER 17, 2022  
**TIME:** 5:30 PM  
**LOCATION:** ROOM 303  
COUNTY ADMINISTRATION BLDG  
404 ELM STREET  
ROCKFORD, IL 61101

## **AGENDA:**

- A. Call to Order
- B. Roll Call
- C. Approval of Minutes – None
- D. Public Comment – This is the time we invite the public to address the Operations and Administrative Committee with issues and concerns. We ask you to limit your comments to three minutes. Personal attacks or inappropriate language of any sort will not be tolerated. We will allow a maximum of five speakers on a first come basis with sign up at the meeting. Speakers may not address zoning matters which are pending before the ZBA, the Zoning Committee or the County Board. Personnel matters or pending or threatened litigation may not be addressed in open session. An individual may speak a maximum of three times per calendar year on the same topic. This prohibition shall include the repetition of the same topic in a statement on what is purported to be a different topic. After acknowledgement by the chair, please stand and state your name. Thank you.
- E. Resolution Authorizing the Execution of a Renewal Agreement with Arthur J. Gallagher for the Property and Casualty Coverage
- F. Resolution Authorizing the Execution of a Renewal Agreement with Voya Financial for Stop Loss Specific Coverage on the Self-Insured Co-Pay/POS and High Deductible Medical Plans
- G. An Ordinance Amending “Ordinance 2018 CO 092”, Prohibiting the Use of Ground Water as a Potable Water Supply by the Installation or Use of Potable Water Supply Wells or by any Other Method
- H. An Ordinance Establishing Civil Fees and Criminal and Traffic Assessments to be Charged by the Clerk of the Circuit Court
- I. Resolution Approving Emergency Agreement with First Onsite
- J. Discussion about “116 North Winnebago Parking Lot Expired Lease”
- K. Future Agenda Items
- L. Adjournment



# Resolution Executive Summary

**Prepared By:** Debbie Crozier  
**Committee:** Operations and Administration  
**Committee Date:** November 17, 2022  
**Resolution Title:** RESOLUTION AUTHORIZING THE EXECUTION OF A RENEWAL AGREEMENT WITH ARTHUR J. GALLAGHER FOR THE PROPERTY AND CASUALTY COVERAGE  
**Board Meeting Date:** November 22, 2022

## Budget Information:

<b>Was item budgeted?</b>	No	<b>Appropriation Amount:</b> \$1,652,678
<b>If not, explain funding source:</b>		
<b>ORG/OBJ/Project Code:</b> 49400 43510 <b>Budget Impact:</b> \$79,057		

**Background Information:** Winnebago County purchases insurance coverage to limit the County's risk on the liability/casualty and property assets. We received a 5% increase on the renewal for 2022-2023, this increase is due the following reasons:

Volatile Marketplace  
Inflation  
Civil Unrest  
Law Enforcement Activity  
Severe Losses Stemming from Weather

The renewal does include any Umbrella/Excess coverage for law enforcement. Excess liability carriers are limiting their exposure to \$5-10MM for policies due to claims severity increasing sharply over the last 5 years.

**Recommendation:** County Administrator, Patrick Thompson, Chief Financial Officer, David Rickert and Human Resources Director, Debbie Crozier, have reviewed the Property and Casualty Renewal Offer (Resolution Exhibit A) and recommend approval.

**Contract/Agreement:** This is year 2 of a 3 year agreement with CIRMA.

**Legal Review:** Done.

**Follow-Up:** N/A



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

Sponsored by: Keith McDonald  
Submitted by: Operations and Administrative Committee

2022 CR

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**RESOLUTION AUTHORIZING THE EXECUTION OF A RENEWAL AGREEMENT WITH ARTHUR J.  
GALLAGHER FOR THE PROPERTY AND CASUALTY COVERAGE**

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**WHEREAS**, the County of Winnebago, Illinois, each year adopts a Resolution which authorizes acceptance of the property and casualty insurance coverage; the County's Insurance Broker, has extensively reviewed the County's options for this coverage; and,

**WHEREAS**, Arthur J. Gallagher & Co. has proposed the attached rates to Winnebago County for the property and casualty insurance coverage from December 1, 2022 thru November 30, 2023:

**See Exhibit A – Premium Summary Recap for Details.**

**WHEREAS**, the Operations and Administrative Committee of the County Board for the County of Winnebago, Illinois has reviewed agreement and recommends that the County Board authorize execution of an agreement with Arthur J Gallagher & Co. for the property and casualty insurance coverage for December 1, 2022 through November 30, 2023.

**NOW, THEREFORE BE IT RESOLVED**, by the County Board of the County of Winnebago, Illinois that the Winnebago County Board Chairman is hereby authorized to execute an agreement attached hereto as Resolution Exhibit A with ARTHUR J. GALLAGHER & CO., 555 SOUTH PERRYVILLE ROAD, ROCKFORD, IL 61108 for the property and casualty insurance coverage.

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

Respectfully Submitted,  
**OPERATIONS AND ADMINISTRATIVE COMMITTEE**

**AGREE**

**DISAGREE**

\_\_\_\_\_  
KEITH McDONALD, CHAIRMAN

\_\_\_\_\_  
KEITH McDONALD, CHAIRMAN

\_\_\_\_\_  
JOHN BUTITTA, VICE CHAIRPERSON

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JOHN BUTITTA, VICE CHAIRMAN

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PAUL ARENA

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PAUL ARENA

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JEAN CROSBY

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JEAN CROSBY

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JOE HOFFMAN

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JOE HOFFMAN

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

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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.

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

## PREMIUM SUMMARY

LINE OF COVERAGE		EXPIRING PROGRAM ESTIMATED COST		RENEWAL PROGRAM Approved at CIRMA annual meeting	
Property	Premium	Primary: Lloyd's of London	\$411,000.00	Primary: Lloyd's of London	\$423,958.00
Excess Property	Premium	Travelers Indemnity Co	\$134,579.00	Travelers Indemnity Co	\$161,289.00
Boiler & Machinery	Premium	Hartford Steam Boiler	\$42,093.00	Hartford Steam Boiler	\$41,730.00
Liability Package	Premium	Lloyd's of London	Included in above	Lloyd's of London	Included in above
Automobile	Premium	Lloyd's of London	Included in above	Lloyd's of London	Included in above
Umbrella/Excess (1st)	Premium	Old Republic Union Ins.	\$319,000.00	Old Republic Union Ins.	\$386,564.00
		Limit \$8MM xs \$2MM		Limit \$8MM xs \$2MM	
Administration Costs		CIRMA	\$90,899.00	CIRMA	\$83,432.00
Loss Fund		CIRMA	\$150,000.00	CIRMA	\$178,172.00
Surplus Lines Tax			\$34,579.00		\$37,326.00
Umbrella/Excess (2nd)	Premium	Allied World National Assurance Company	\$135,264.00	Allied World National Assurance Company	\$80,000.00
		Limit \$10MM xs \$10MM		Limit \$10MM xs \$10MM	
	Taxes		\$5,411.00	(excludes Law Enforce)	\$3,793.00
Umbrella/Excess (2nd)	Premium		N/A	TBA	
(Law Enforcement Liability)				Limit \$10MM xs \$10MM	TBA
	Taxes				
Crime	Premium	Primary: Lloyd's of London	Included in above	Primary: Lloyd's of London	Included in above
		Excess: Travelers Casualty & Surety Co.	\$2,555.00	Excess: Travelers Casualty & Surety Co.	\$2,252.00
Professional Liability (Health Department Only)	Premium	Columbia Casualty Company (CNA Insurance Companies)	\$27,665.00	Columbia Casualty Company (CNA Insurance Companies)	\$25,903.00
	Taxes		\$989.00		\$926.00
Excess Workers' Compensation	Premium	Illinois Public Risk Fund	\$147,510.00	Illinois Public Risk Fund	\$153,059.00
		Deductible \$400K per claim		Deductible \$400K per claim	
Administration Fee			\$4,425.00		\$4,592.00
Broker Fee - AJG			\$67,652.00		\$69,682.00



# Resolution Executive Summary

**Prepared By:** Debbie Crozier  
**Committee:** Operations and Administration  
**Committee Date:** November 17, 2022  
**Resolution Title:** Resolution for Approval for Stop-Loss Insurance  
**Board Meeting Date:** November 22, 2022

## Budget Information:

<b>Was item budgeted?</b> Yes	<b>Appropriation Amount:</b> \$1,930,043
<b>If not, explain funding source:</b>	
<b>ORG/OBJ/Project Code:</b> 48500-43171	<b>Budget Impact:</b> \$146,274

**Background Information:** Winnebago County purchases stop loss coverage to limit the County's risk on the group insurance plan both on a specific/individual basis. Our stop loss coverage has been with Voya Financial since January 1, 2020.

The 8.2% increase for 2023 is due to the severity of the high cost claimants

Winnebago County receives excellent customer service and prompt payment from Voya Financial and Arthur J. Gallagher.

**Recommendation:** County Administrator, Patrick Thompson and Human Resources Director, Debbie Crozier, have reviewed the Stop Loss Renewal Offer (Resolution Exhibit A) and recommend approval.

**Contract/Agreement:** This is a 1-year agreement with Voya Financial.

**Legal Review:** Done.

**Follow-Up:** The premium is paid monthly based on enrollment.

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

Sponsored by: Keith McDonald

Submitted by: Operations and Administrative Committee

2022 CR

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**RESOLUTION AUTHORIZING THE EXECUTION OF A RENEWAL AGREEMENT WITH VOYA FINANCIAL FOR  
STOP LOSS SPECIFIC COVERAGE ON THE SELF-INSURED CO-PAY/POS AND HIGH DEDUCTIBLE MEDICAL  
PLANS.**

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**WHEREAS**, the County of Winnebago, Illinois, offers a self-insured Co-Pay/POS and High Deductible medical plans to employees and retirees; the County purchases a stop loss insurance plan to reinsure the County for medical claims which exceed \$200,000 on an specific (per individual) basis; the County's Benefit Consultant recommends continuation with Voya Financial; and,

**WHEREAS**, Voya Financial has proposed the following rates to Winnebago County for administration of the stop loss coverage for 2023 not to exceed:

\$89.51 for Specific per individual coverage per month

\$233.93 for Specific per family coverage per month

This is an 8.2% increase from the 2022 rates.

This is will be a \$146,274 increase from 2022.

See Exhibit A – Premium Summary Recap for Details

**WHEREAS**, the Operations and Administrative Committee of the County Board for the County of Winnebago, Illinois has reviewed the renewal and recommends that the County Board authorize execution of an agreement with Voya Financial for the stop loss coverage for the self-insured Co-Pay/POS and HDHP medical plans for the year January 1, 2023 through December 31, 2023.

**NOW, THEREFORE BE IT RESOLVED**, by the County Board of the County of Winnebago, Illinois that the Winnebago County Board Chairman is hereby authorized to execute an agreement attached hereto as Resolution Exhibit A with VOYA FINANCIAL, 230 PARK AVENUE, NEW YORK, NY 10169, for administration of the stop loss coverage.

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

Respectfully Submitted,  
**OPERATIONS AND ADMINISTRATIVE COMMITTEE**

**AGREE**

**DISAGREE**

\_\_\_\_\_  
KEITH McDONALD, CHAIRMAN

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KEITH McDONALD, CHAIRMAN

\_\_\_\_\_  
JOHN BUTITTA, VICE CHAIRPERSON

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JOHN BUTITTA, VICE CHAIRMAN

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PAUL ARENA

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JOE HOFFMAN

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JOE HOFFMAN

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DOROTHY REDD

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DOROTHY REDD

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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.

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

**Winnebago County**
**Medical | Stop Loss Contract Provisions | Effective 1/1/2023**

	Current	Initial Renewal
<b>Stop Loss Provider</b>	<b>Voya</b>	<b>Voya</b>
<b>Assumed Administrator</b>	<b>BCBSIL</b>	<b>BCBSIL</b>
<b>Assumed Network</b>	<b>Prime Therapeutics</b>	<b>Prime Therapeutics</b>
<b>Assumed PBM</b>	<b>BCBSIL PPO</b>	<b>BCBSIL PPO</b>
Coverages Included	<b>Medical/Rx</b>	<b>Medical/Rx</b>
Policy Year Maximum	<b>Unlimited</b>	<b>Unlimited</b>
Lifetime Maximum	<b>Unlimited</b>	<b>Unlimited</b>
Claim Accumulation Basis	<b>Per Member/Per Individual</b>	<b>Per Member/Per Individual</b>
Reimbursement Percentage	<b>100%</b>	<b>100%</b>
Domestic Reimbursement Percentage (if different)		
Contract Basis	<b>48/12</b>	<b>Paid in 12 Months and incurred Jan 01, 2019 or after</b>
Dollar Limit on Run-in Claims	<b>No</b>	<b>No</b>
Maximum Aggregate Refund	<b>N/A</b>	<b>N/A</b>
Monthly Aggregate Accommodation Included	<b>No</b>	<b>No</b>
Retirees Included	<b>No</b>	<b>Yes</b>
Actively at Work Provision	<b>N/A</b>	<b>N/A</b>
Lasered Claimants	<b>None</b>	<b>None</b>
Commission Included in the Rates	<b>0.00%</b>	<b>0.00%</b>
Rate Status	<b>Firm</b>	<b>Firm</b>
Proposal Expiration Date		<b>11/11/2022</b>
No New Lasers at Renewal?	<b>No</b>	<b>No</b>
Year 2 Rate Cap	<b>Yes</b>	<b>Yes</b>
<b>Rate Detail</b>		
<b>Individual Stop Loss Deductible</b>		
<b>\$200,000</b>		
<b>Enrollment</b>	<b>974</b>	<b>974</b>
<b>Individual Stop Loss Rates</b>		
Employee Only	\$81.65	\$89.51
Employee + Family	\$217.18	\$233.93
	\$217.18	\$233.93
	\$217.18	\$233.93
<b>TLO</b>		
<b>Composite</b>	<b>\$152.62</b>	<b>\$165.13</b>
<b>Cost Increase Over Current %</b>		<b>8.2%</b>
<b>Total Cost</b>	<b>\$1,783,769</b>	<b>\$1,930,043</b>
<b>Cost Increase Over Current \$</b>		<b>\$146,274</b>
<b>Cost Increase Over Current %</b>		<b>8.2%</b>
<b>Cost Increase Over Initial Renewal \$</b>		
<b>Cost Increase Over Initial Renewal %</b>		



Insurance | Risk Management | Consulting

## Winnebago County Disclaimers

*This proposal is an outline of the coverages proposed by the carrier(s) based upon the information provided by your company. It does not include all the terms, coverages, exclusions, limitations, and conditions of the actual contract language. See the policies and contracts for actual language. This proposal is not a contract and offers no contractual obligation on behalf of GBS. Policy forms for your reference will be made available upon request.*

### **Renewal / Financial Disclaimer**

*This analysis is for illustrative purposes only, and is not a proposal for coverage or a guarantee of future expenses, claims costs, managed care savings, etc. There are many variables that can affect future health care costs including utilization patterns, catastrophic claims, changes in plan design, health care trend increases, etc. This analysis does not amend, extend, or alter the coverage provided by the actual insurance policies and contracts. See your policy or contact us for specific information or further details in this regard.*

### **Legal**

*The intent of this analysis is to provide you with general information regarding the status of, and/or potential concerns related to, your current employee benefits environment. It should not be construed as, nor is it intended to provide, legal advice. Laws may be complex and subject to change. This information is based on current interpretation of the law and is not guaranteed. Questions regarding specific issues should be addressed by legal counsel who specializes in this practice area.*

### **Financial Solvency**

*While Gallagher does not guarantee the financial viability of any health insurance carrier or market, it is an area we recommend that clients closely scrutinize when selecting a health insurance carrier. There are a number of rating agencies that can be referred to including, A.M. Best, Fitch, Moody's, Standard & Poor's, and Weiss Ratings (The Street.com). Generally, agencies that provide ratings of Health Insurers, including traditional insurance companies and other managed care organizations, reflect their opinion based on a comprehensive quantitative and qualitative evaluation of a company's financial strength, operating performance and market profile. However, these ratings are not a warranty of an insurer's current or future ability to meet its contractual obligations.*

### **Supplemental Compensation**

*Gallagher may receive supplemental compensation from insurance carriers and vendors, normally calculated at the end of each calendar year, that are contingent on a number of factors including the overall number of employer plans represented, plan retention rates, and overall premium growth. Historically, supplemental compensation has ranged, on average, between 0-3% based on specific carrier programs. These plans have no effect on premiums. Further, Gallagher may receive non-cash compensation from plan vendors or service providers that are not in connection with any particular client. If you have any questions regarding direct or indirect compensation received by Gallagher, please contact your dedicated Gallagher advisor or refer to the Gallagher Global Standards of Business Conduct (<https://www.ajg.com/us/about-us/global-standards>).*



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

2022 CO \_\_\_\_

SUBMITTED BY: OPERATIONS AND ADMINISTRATIVE COMMITTEE

SPONSORED BY: KEITH MCDONALD

**AN ORDINANCE AMENDING “ORDINANCE 2018 CO 092”, PROHIBITING  
THE USE OF GROUND WATER AS A POTABLE WATER SUPPLY BY THE  
INSTALLATION OR USE OF POTABLE WATER SUPPLY WELLS OR BY  
ANY OTHER METHOD**

**WHEREAS**, on October 11, 2018, the County Board of Winnebago County, Illinois (County) adopted an ordinance, 2018 CO 092, which prohibited the use of ground water as a potable water supply by the installation or use of potable water supply wells or by any other method for certain properties located with the county; and

**WHEREAS**, said ordinance was also codified, in part, as Section 50-15 of the Winnebago County Code of Ordinances; and

**WHEREAS**, certain property owners made a request to the County to amend the 2018 ordinance and allow their specific properties to be excluded from said ordinance; and

**WHEREAS**, pursuant to and by approval of this amended ordinance, certain properties in unincorporated Winnebago County, Illinois, have been used over a period of time for commercial/industrial purposes; and

**WHEREAS**, because of said use, concentrations of certain constituents in the groundwater beneath the County may exceed Class I groundwater quality standards for potable resource groundwater as set forth in 35 Illinois Administrative Code 620 or Tier 1 remediation objectives as set forth in 35 Illinois Administrative Code 742; and

**WHEREAS**, the above-described potential exceedances of Class 1 groundwater quality standards are not anticipated in the County’s deeper aquifers; and

**WHEREAS**, Winnebago County desires to limit potential threats to human health from groundwater contamination while facilitating the redevelopment and productive use of properties that are the source of said chemical constituents.

**NOW, THEREFORE, BE IT ORDAINED**, by the County Board of the County of Winnebago, Illinois:

**Section One.** Groundwater Use Restriction Area.

Subject to the last sentence of this Section One, the use or attempted use of groundwater as a potable water supply from within the area shown by the dashed line on Exhibit A, attached to and made part of this ordinance, by the installation or drilling of wells or by any other method is hereby prohibited. This prohibition expressly includes Winnebago County. Notwithstanding the foregoing, the use or attempted use of groundwater as a potable water supply drawn from the Ironton-Galesville aquifer or a deeper aquifer within the properties indicated by a dotted line on Exhibit A, identified by PINs 16-31-100-020, 16-31-376-012, 16-31-376-009, 16-31-376-010, 16-31-376-013, 16-13-100-017 and 16-31-100-021, is not prohibited.

**Section Two.** Penalties.

Any person violating the provisions of this ordinance shall be subject to a fine of up to One Thousand Dollars (\$1,000,000) for each violation.

**Section Three.** Definitions.

“Person” is any individual, partnership, co-partnership, firm, company, limited liability company, corporation, association, joint stock company, trust, estate, political subdivision, or any other legal entity, or their legal representatives, agents or assigns.

“Potable water” is any water used for human or domestic consumption, including, but not limited to, water used for drinking, bathing, swimming, washing dishes, or preparing foods.

**Section Four.** Repealer.

All ordinances or parts of ordinances in conflict with this ordinance are hereby repealed insofar as they are in conflict with this ordinance.

**Section Five.** Severability.

If any provision of this ordinance or its application to any person or under any circumstances is adjudged invalid, such adjudication shall not affect the validity of the ordinance as a whole or of any portion not adjudged invalid.

**Section Six.** Effective Date.

This ordinance shall be in full force and effect from and after its passage, approval and publication as required by law.

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 Ordinance 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

STATE OF ILLINOIS, } ss.  
COUNTY OF WINNEBAGO }

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

**AN ORDINANCE PROHIBITING THE USE OF GROUND WATER AS A POTABLE WATER SUPPLY BY THE INSTALLATION OR USE OF POTABLE WATER SUPPLY WELLS OR BY ANY OTHER METHOD**

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



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

*this* 27th DAY OF NOVEMBER, 2018.

TIANA J. McCALL, Winnebago County Clerk

BY: Angela Reina Deputy County Clerk

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

Submitted by: Operations & Administrative Committee

2018 CO 092

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**AN ORDINANCE PROHIBITING THE USE OF GROUND WATER AS A  
POTABLE WATER SUPPLY BY THE INSTALLATION OR USE OF POTABLE  
WATER SUPPLY WELLS OR BY ANY OTHER METHOD**

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**WHEREAS**, certain properties in unincorporated Winnebago County, Illinois, have been used over a period of time for commercial/industrial purposes; and

**WHEREAS**, because of said use, concentrations of certain chemical constituents in the groundwater beneath the County may exceed Class I groundwater quality standards for potable resource groundwater as set forth in 35 Illinois Administrative Code 620 or Tier 1 remediation objectives as set forth in 35 Illinois Administrative Code 742; and

**WHEREAS**, Winnebago County desires to limit potential threats to human health from groundwater contamination while facilitating the redevelopment and productive use of properties that are the source of said chemical constituents;

**NOW, THEREFORE, BE IT ORDAINED BY THE COUNTY BOARD OF WINNEBAGO COUNTY, ILLINOIS:**

**Section One.**

The use or attempted use of groundwater as a potable water supply from within the area shown on Exhibit A, attached to and made part of this ordinance, by the installation or drilling of wells or by any other method, is hereby prohibited. This prohibition expressly includes Winnebago County.

**Section Two. Penalties**

Any person violating the provisions of this ordinance shall be subject to a fine of up to One Thousand Dollars (\$1,000.00) for each violation.

**Section Three. Definitions .**

"Person" is any individual, partnership, co-partnership, firm, company, limited liability company, corporation, association, joint stock company, trust, estate, political subdivision, or any other legal entity, or their legal representatives, agents or assigns.

"Potable water" is any water used for human or domestic consumption, including, but not limited to, water used for drinking, bathing, swimming, washing dishes, or preparing foods.

**Section Four. Repealer .**

All ordinances or parts of ordinances in conflict with this ordinance are hereby repealed insofar as they are in conflict with this ordinance.

**Section Five. Severability.**

If any provision of this ordinance or its application to any person or under any circumstances is adjudged invalid, such adjudication shall not affect the validity of the ordinance as a whole or of any portion not adjudged invalid.

**Section Seven. Effective date.**

This ordinance shall be in full force and effect from and after its passage, approval and publication as required by law.

Respectfully Submitted,  
**OPERATIONS & ADMINISTRATIVE  
COMMITTEE**

**AGREE**

**DISAGREE**

  
GARY JURY, CHAIRMAN

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

  
JEAN CROSBY

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

  
ANGIE GORAL

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

  
JOE HOFFMAN

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

  
KEITH McDONALD

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

  
ELI NICOLOSI

\_\_\_\_\_  
ELI NICOLOSI

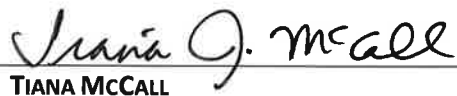
  
DOROTHY REDD

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

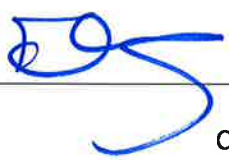
The above and foregoing Resolution was adopted by the County Board of the County of

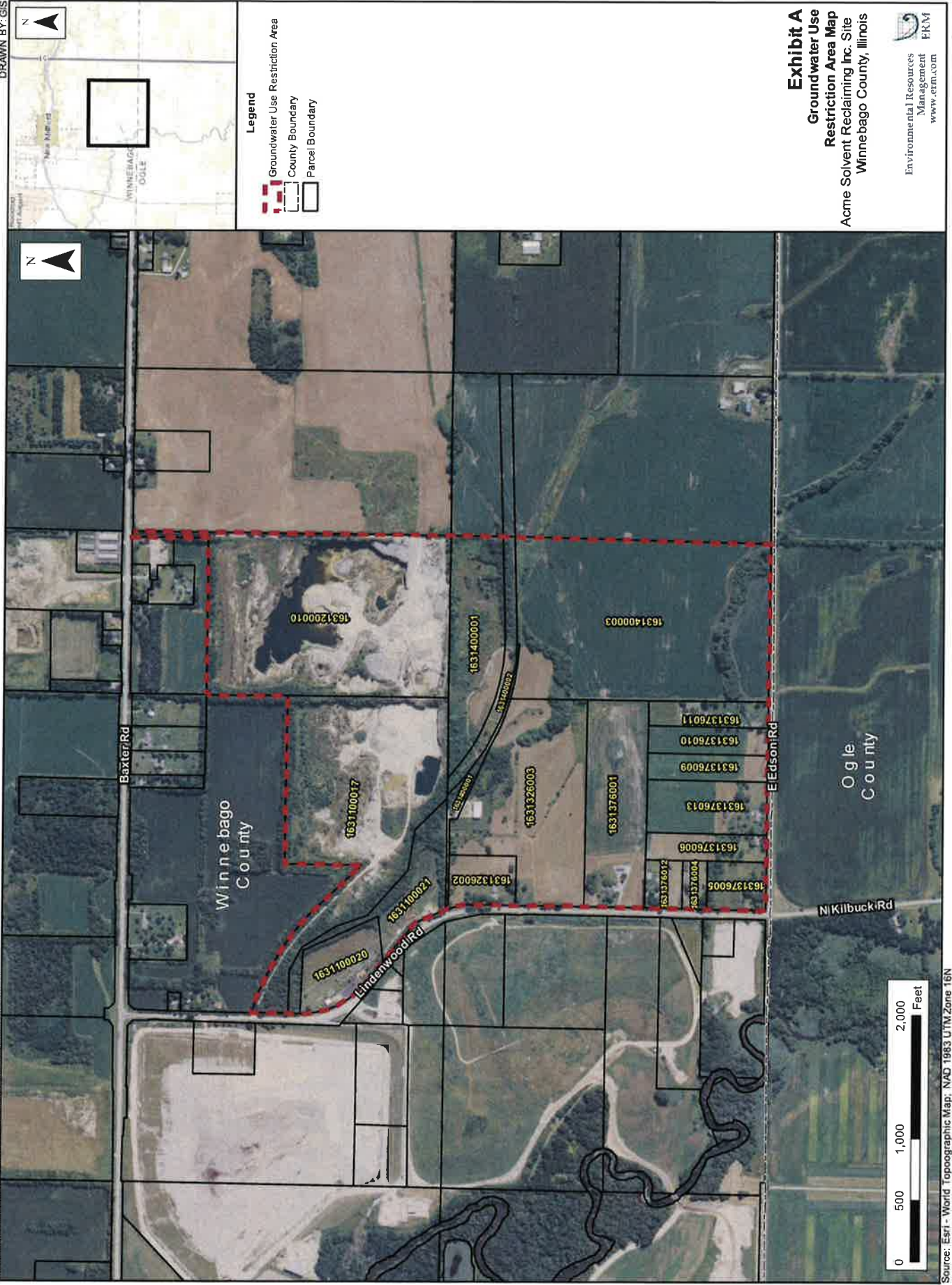
Winnebago, Illinois this 12th day of October, 2018.

ATTESTED BY:

  
TIANA MCCALL

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

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





(24)

COMMITTEE: Operations & AdministrativeSUBJECT: Ord. Prohibiting Use of Ground Water Supply by the Installation or Use of Portable Water Supply Wells

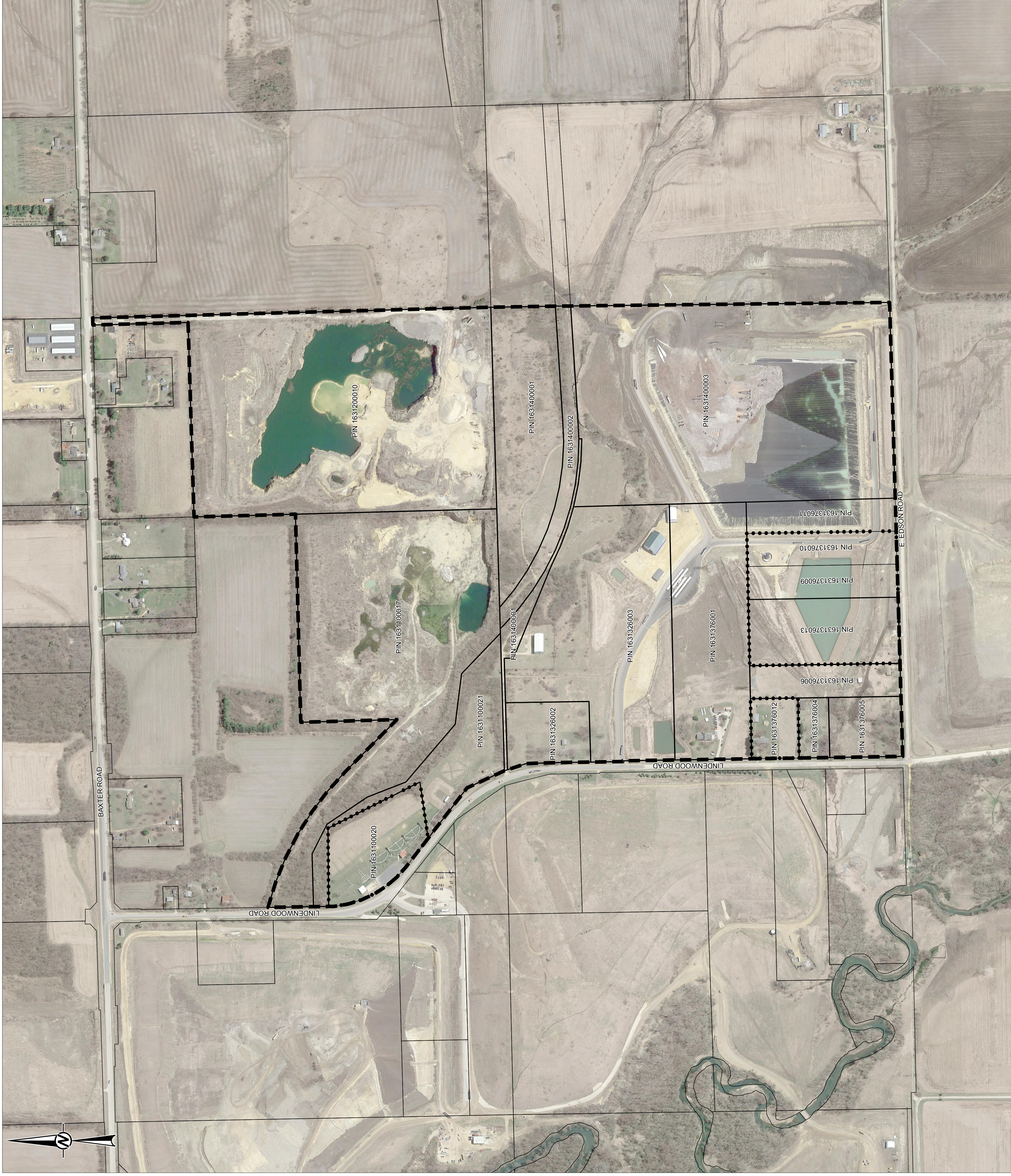
	AYES	NAYES	PRESENT	ABSENT	ABSTAINED
1. BIONDO, TED	✓				
2. BOOKER, AARON	✓				
3. BOOMER, DAVID	✓				
4. CROSBY, JEAN	✓				
5. FELLARS, DANIEL	✓				
6. FIDUCCIA, DAVID	✓				
7. GERL, BURT				✓	
8. GORAL, ANGIE	✓				
9. HOFFMAN, JOE	✓				
10. JURY, GARY	✓				
11. KELLEY, DAVID	✓				
12. MCDONALD, KEITH	✓				
13. NICOLOSI, ELI	✓				
14. REDD, DOROTHY	✓				
15. SALGADO, JAIME	✓				
16. SCHULTZ, STEVE	✓				
17. TASSONI, DAVID	✓				
18. WEBSTER, JIM	✓				
19. WESCOTT, FRED				✓	
20. WILSON, L.C.	✓				
TOTALS <i>Unanimous Vote</i>	18			2	

(54) Suspend

COMMITTEE: Operations & AdministrativeSUBJECT: Ordinance Prohibiting the Use of Ground Water Supply by the Installation or Use of Portable Water Supply Wells or Any Other Method

	AYES	NAYES	PRESENT	ABSENT	ABSTAINED
1. BIONDO, TED					
2. BOOKER, AARON					
3. BOOMER, DAVID					
4. CROSBY, JEAN					
5. FELLARS, DANIEL					
6. FIDUCCIA, DAVID					
7. GERL, BURT				✓	
8. GORAL, ANGIE					
9. HOFFMAN, JOE					
10. JURY, GARY					
11. KELLEY, DAVID					
12. MCDONALD, KEITH					
13. NICOLosi, ELI					
14. REDD, DOROTHY					
15. SALGADO, JAIME					
16. SCHULTZ, STEVE					
17. TASSONI, DAVID					
18. WEBSTER, JIM					
19. WESCOTT, FRED				✓	
20. WILSON, L.C.					
TOTALS Voice Vote	18			2	





## LEGEND

- GROUNDWATER USE RESTRICTION ORDINANCE AREA

**REFERENCE(S)**

1. PARCEL BOUNDARIES TAKEN FROM KOORDINATES.COM
2. AERIAL FROM GOOGLE EARTH PRO (2021)

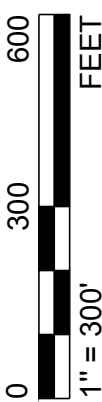
CLIENT \_\_\_\_\_

PROJECT \_\_\_\_\_

TITLE \_\_\_\_\_


**EXHIBIT A**

IF THIS MEASUREMENT DOES NOT MATCH WHAT IS SHOWN, THE SHEET SIZE HAS BEEN MODIFIED FROM ARCH 11



CONSULTANT	YYYY-MM-DD	2022-06-17	
	DESIGNED	KT	
	PREPARED	GLS	
	REVIEWED		
	APPROVED		

PROJECT NO:  
**20144696**



**GOLDER**

CONTROL  
**0002-009**

REV: **A**

FIGURE



PROJECT NO:	CONTROL	REV.	FIGURE
20144696	0002-009	A	





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Fax 312-715-5155  
www.quarles.com

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Law in  
Chicago  
Indianapolis  
Madison  
Milwaukee  
Minneapolis  
Naples  
Phoenix  
Tampa  
Tucson  
Washington,  
D.C.

**VIA E-MAIL**

Writer's Direct Dial: 312-715-5158  
E-Mail:  
Michael.Mostow@quarles.com

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

**RE: Amendment to Ordinance 2018 CO 092 Prohibiting  
the Use of Groundwater for Potable Purposes**

Dear Ms. Vaughn:

As we discussed, I am writing to summarize the request of the Acme Solvents RD/RA Group ("Group") to amend Ordinance 2018 CO 092, and to confirm that the Group would like the County to consider our request separately from the similar petition of the Northern Illinois Rifle and Pistol Club ("NIRPC"). I have also enclosed a Fact Sheet that the County may find useful. The Group asks that the Operations and Administrative Committee consider the Group's request during the Committee's October 20, 2022 meeting.

Summary

In 1993, the Group and Winnebago Reclamation Service ("WRS") entered into an agreement whereby the Group purchased potable water from WRS' supply well, often referred to as Well #1 or the GREATS Well. The Group provided this drinking water to certain properties near the Acme site, as required by the 1992 Consent Decree between Group members and USEPA. The Group does not own any property in the Ordinance area. Rather, the Group is connected to the Acme site by the 1992 Consent Decree.

In 2019, WRS terminated the 1993 agreement and told the Group that WRS could shut off the Group's access to Well #1 at any time and without notice. That action prompted the Group to find an alternative way to fulfill its Consent Decree obligations to provide potable water to the remaining parcels still entitled to the water.

The only viable means is to install wells in the Ironton-Galesville aquifer. USEPA approved that method in September 2022, and in its 2022 Five Year Review of the Acme site, USEPA targeted the installation of the Ironton wells by the end of 2022.

For the Group to install the wells, the County must amend Ordinance 2018 CO 092 to allow Ironton-Galesville potable wells at parcels PIN 1631100020, which is owned by NIRPC and

Lafakeria S. Vaughn  
October 13, 2022  
Page 2

operated by the Rockford Skeet Club, and PIN 1631376012, which is owned by the only residents in the Ordinance area. If the County amends the Ordinance, the Group intends to install these wells as soon as possible. Once installed, the wells would be owned by the property owners and subject to transfer the same as any improvement to real property, like a house or outbuilding.

As part of an agreement the Group is negotiating with WRS and its affiliate, the Winnebago Landfill Company ("WLC"), the Group has also requested that the County amend the Ordinance to allow an Ironton well on the parcels owned by WRS or WLC, PINs 1631376013, 1631376009, and 1631376010.

Last, the July 5, and July 20, 2022 letters and the attached Fact Sheet explain the technical reasons why installation of Ironton-Galesville wells will yield safe, potable water.

#### NIRPC

In July and September 2022, counsel for NIRPC asked that two other parcels NIRPC owns be added to the Group's request to amend the Ordinance, in addition to NIRPC's adjacent Rockford Skeet Club parcel. As the Group has stated before, the Group has no opinion at this time regarding NIRPC's request. The Group, however, asks that the County's consideration of NIRPC's request be considered separately from the Group's. Explained above, the Group urgently needs the amendment and wants to avoid any potential distractions.

If the County has any questions, please contact me. We appreciate your time and attention.

Best regards,



Michael S. Mostow

MSM:rm  
Attachment

cc: Todd Marshall, Winnebago County  
Lolita Hill, USEPA  
Nicole Wilson, IEPA  
Dave Crass (Landfill Counsel)  
Steve Finn, Golder (Group Project Coordinator)

Attachment: Fact Sheet

# Fact Sheet

October 2022

Acme Solvents RD/RA Group

## Background

From the 1960s to 1970s, Acme Solvent Reclaiming Inc. (the Acme Company) disposed of waste liquids and sludge on its 20-acre site located on Lindenwood Road in Winnebago County, IL. The Acme Company transported these materials to the Site from its nearby solvent recycling business.

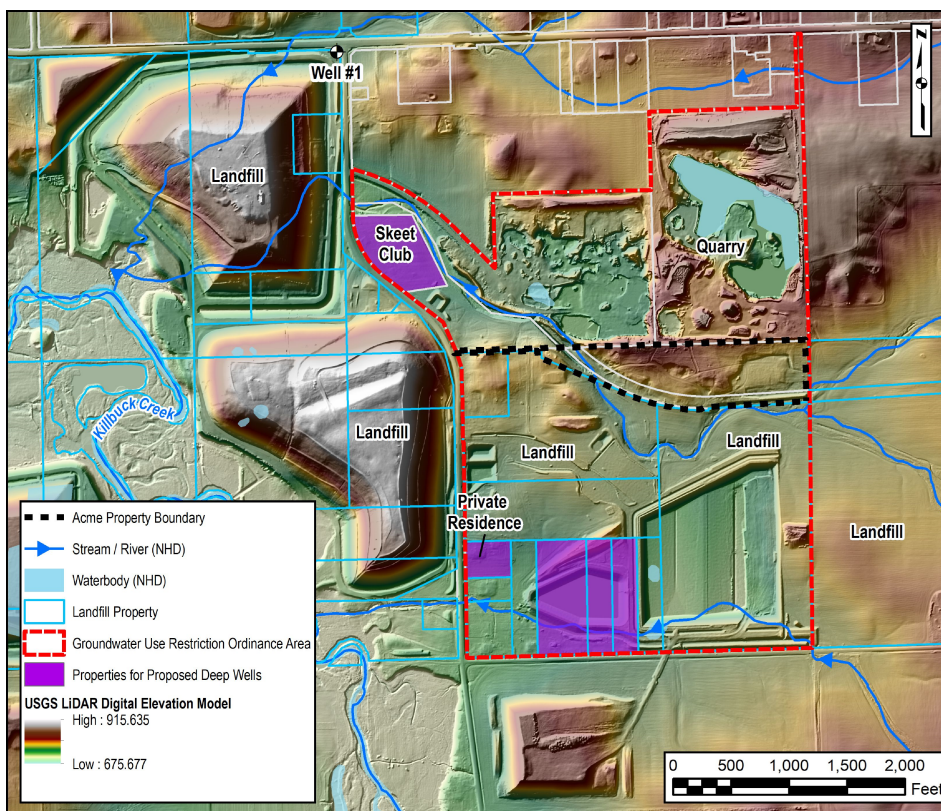
In 1981, State investigations found volatile organic compounds (VOCs) and other contaminants in the soil and groundwater on the Site. The U.S. Environmental Protection Agency (USEPA) in 1983 added the 20-acre Site to its Superfund program's National Priorities List.

In 1992, the USEPA entered into a Consent Decree with 31 parties, collectively referenced as the Acme Solvents RD/RA Group (the Group). The majority of these parties had hired the Acme Company to reclaim their used solvents from their manufacturing operations, allowing them to be reused.

Because the Acme Company was insolvent, the Group agreed to clean up the soil and groundwater contaminated by the Acme Company's operations. As part of the remedy for the Site and per the USEPA's direction, the Group closed nearby shallow drinking water wells and constructed an alternate water supply (AWS) for affected parcels near the Site.

In collaboration with the USEPA, the Group has conducted significant cleanup of the Site, including removing and treating contaminated soil, installing and operating a soil-vapor extraction system, installing and operating a groundwater pump-and-treat system, and constructing an AWS pipeline to serve the affected neighboring properties.

Additionally, Winnebago County passed in November 2018 County Ordinance 2018 CO 92 to prohibit installation



of wells for drinking water at the Site and a number of surrounding parcels. The Group continues regularly to monitor groundwater quality at the Site and surrounding area and is conducting additional work to finalize cleanup and remediation of the Site.

## Historical Land Use

In the 1980s, agriculture, quarrying, single-family dwellings and landfill operations were the primary uses of the land surrounding the Site. Over time, Winnebago Reclamation Services (WRS), the primary landfill operator, acquired property in the area and expanded operations.

Today, the area largely is industrial. WRS owns and operates landfills to the west, south and east of the Site. The Northern Illinois Rifle & Pistol Club (NIRPC), the Rockford Skeet Club (acquired by NIRPC) and a quarry bound the Site to the north.

## How nearby parcels receive water

For almost 30 years, the Group has purchased and provided water via the AWS pipeline from a supply well operated by neighboring WRS. This large supply well (the Great Well or Well 1), is northwest of the Site, outside the current footprint of the County ordinance.

Today, only two remaining properties (a private residence and the Rockford Skeet Club) listed under the Consent Decree continue to use drinking water provided by the Group; however, WRS in 2019 terminated the agreement providing the Group's access to supply Well 1, and WRS asserted its right to disconnect the water supply at any time and without notice.

As a result, the Group has been seeking a clean, reliable, convenient and permanent AWS for the remaining two nearby property owners, continuing to fulfill its obligations under the Consent Decree.

(Continued on opposite side.)

## The Ironton-Galesville Solution

The Group and its experienced team of environmental and engineering consultants have considered all options, and with no nearby municipal water supply, have determined the only safe and viable water supply in the area is at depths below the impacted upper aquifer under the Site. Tapping into this safe, deep-water supply involves installing and operating new wells in the deep Ironton-Galesville aquifer.

In September 2022, the USEPA approved the Group's use of the Ironton-Galesville wells as the AWS source of drinking water to serve the two properties, the Rockford Skeet Club and the remaining occupied residence in the groundwater ordinance area.

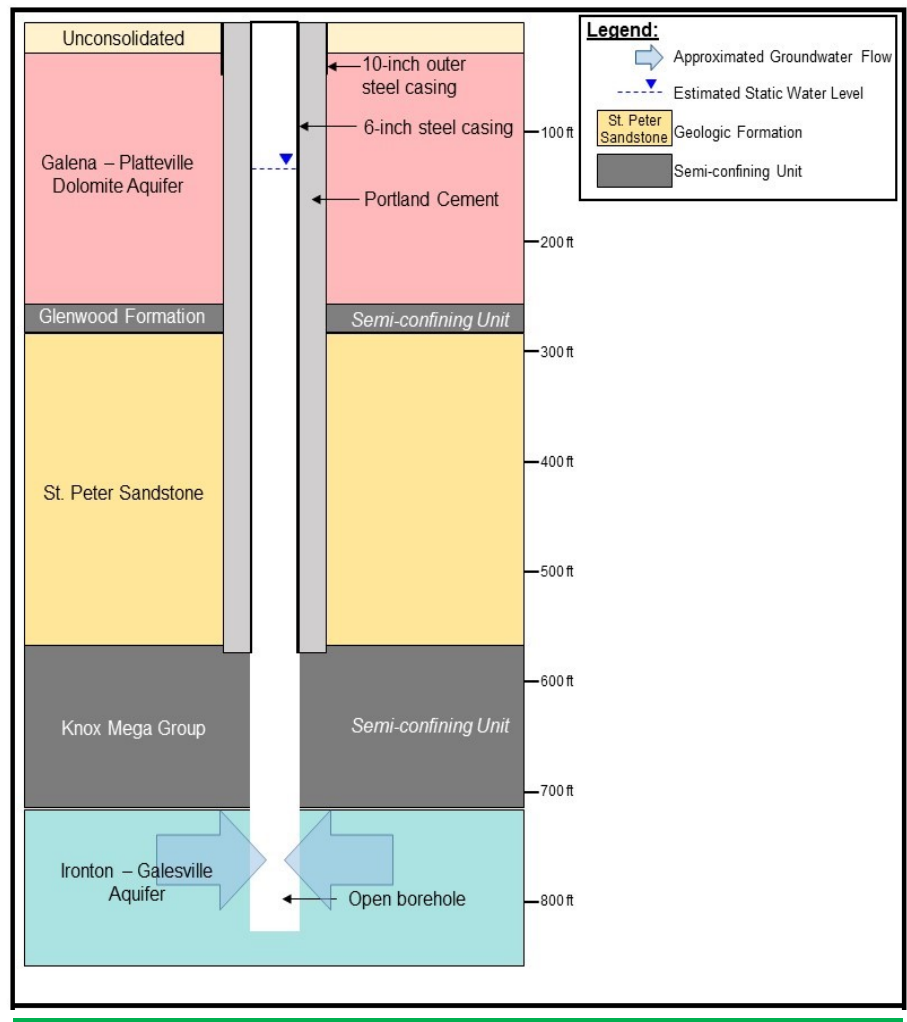
The aquifer system within the footprint of the County Ordinance has multiple layers, that together, extend hundreds of feet below ground surface. The water-bearing layers include the shallow Galena-Platteville, the intermediate St. Peter Sandstone, and the deep Ironton-Galesville aquifer.

Estimated to be more than 700 feet deep near the Site, the Ironton-Galesville aquifer is highly productive, yielding up to 500 gallons per minute of drinking water. The shallow Galena-Platteville is the most vulnerable to industrial and commercial operations.

In contrast, the deep Ironton-Galesville is protected naturally by two rock layers called "semi-confining layers," that inhibit downward flow.

To prevent downward flow from the Galena to the Ironton-Galesville, the Group will "seat and seal" wells into confining layers and fill outside the casing with cement grout, thereby isolating and protecting the Ironton-Galesville aquifer, as required by the Illinois Water Well Construction Code.

## Proposed Well Construction



## Ordinance to support the AWS

The November 2018 ordinance prohibits the installation of wells for drinking water at the Site and a number of surrounding parcels, regardless of the well depth. The Group is requesting Winnebago County modify the Ordinance to allow access to the Ironton-Galesville aquifer, which will preserve the protections of the Ordinance while allowing the only viable option for the two affected parcels to continue to receive water.

Supplying water to the private residence and the NIRPC-owned Rockford Skeet Club remains the Group's obligation under the Consent Decree, and in the absence of any nearby municipal water supply, tapping into the Ironton-Galesville aquifer remains the only option to serve these parcels.

The Group also is requesting the Ordinance amendment allow potential installation of an Ironton drinking water well on certain parcels owned by the Landfill, with the ultimate goal of replacing the Landfill's well now installed in the St. Peter Sandstone. The location of these parcels is close to one of the USEPA-approved areas farther from the Site that will receive a new deep well.



## Resolution Executive Summary

**Prepared By:** Circuit Clerk  
**Committee:** Operations and Administrative Committee  
**Committee Date:** November 17, 2022  
**Resolution Title:** An Ordinance Establishing Civil Fees, Criminal, and Traffic Assessments to be charged by the Circuit Clerk

**County Code:** Winnebago County Ordinance

**Board Meeting Date:** November 22, 2022

**Budget Information:**

<b>Was item budgeted?</b> N/A	<b>Appropriation Amount:</b> N/A
<b>If not, explain funding source:</b> N/A	
<b>ORG/OBJ/Project Code:</b> N/A	<b>Budget Impact:</b> N/A

**Background Information:**

Chapter 34, Article I, of the Winnebago County Code of Ordinances and Ordinance No. 2022 CO 002, approved by the County Board on January 13, 2022, currently set forth the fees authorized by the County Board to be charged in both civil and criminal cases in Winnebago County.

**Recommendation:**

The Office of the Circuit Clerk is recommending the approval of the following resolution, due to a request made by County Board Member Paul Arena.

**Contract/Agreement:**

See Attachment

**Legal Review:**

Yes - it was completed and court recommendations incorporated into the ordinance.

**Follow-Up:**

Circuit Clerk will make necessary programming changes to FullCourt Enterprise.



Sponsored by: Keith McDonald

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

SUBMITTED BY: OPERATIONS AND ADMINISTRATIVE  
COMMITTEE

2022 CO 002

AN ORDINANCE ESTABLISHING CIVIL FEES AND  
CRIMINAL AND TRAFFIC ASSESSMENTS  
TO BE CHARGED BY THE CLERK OF THE CIRCUIT COURT

WHEREAS, Chapter 34, Article I, of the Winnebago County Code of Ordinances and Ordinance No. 2021 CO 076, approved by the County Board on September 30, 2021, currently set forth the fees authorized by the County Board to be charged in both civil and criminal cases in Winnebago County; and

WHEREAS, the Illinois General Assembly passed comprehensive legislation in 2018, which completely overhauls the criminal, traffic and civil fee structures in the circuit courts throughout the State of Illinois; and

WHEREAS, the purpose of the legislation was to consolidate fees into unified schedules for all counties, to realign fees to be constitutional, and to provide for fee waivers for low income individuals; and

WHEREAS, effective July 1, 2019, Section 27.1b of the Clerks of Courts Act, 705 ILCS 105/27.1b, sets out the fees to be charged in all counties in the State of Illinois by the Clerks of the Circuit Court for the filing of pleadings and for other services provided by the Clerks in civil cases; and

WHEREAS, Section 27.1b of the Clerks of Courts Act creates four schedules for civil filing fees, three schedules for civil appearance fees, and establishes various other fees that Clerks of the Circuit Court are authorized to assess in civil cases, all of which are generally classified as “not to exceed” amounts; and

WHEREAS, Section 27.1b provides that, unless otherwise specified, the amount of the fees shall be determined by ordinance or resolution of the county board and remitted to the county treasurer to be used for purposes related to the operation of the court system in the county; and

WHEREAS, effective July 1, 2019, the newly-adopted Criminal and Traffic Assessment Act, 705 ILCS 105/135 *et seq.*, sets out minimum fines to be levied and assessments to be charged in criminal and traffic cases by the Clerks of the Circuit Court in all counties in the State of Illinois; and

WHEREAS, Sections 15-5 through 15-65 of the Criminal and Traffic Assessment Act establish thirteen (13) assessment schedules for various criminal, traffic, conservation and non-traffic offenses, and for each schedule the County's portion of the assessment is specifically listed; and

WHEREAS, Sections 15-5 through 15-65 break down how the assessment amounts are to be distributed to various County funds, if those funds are in existence; otherwise, the amounts designated for funds that are not in existence are to be placed in the County's general fund for purposes related to operation of the court system in the County.

NOW THEREFORE, BE IT ORDAINED by the County Board for the County of Winnebago, Illinois, that Sections 34-1, 34-2, 34-3, 34-4, 34-7, 34-10, 34-11, 34-12, and 34-34 as contained in Chapter 34, Article I, of the Winnebago County Code of Ordinances, and Ordinance No. 2014 CO 033 and 2019 CO 056 are hereby repealed in their entirety and replaced with the following:

Sec. 34 – 1. Civil Fees and Criminal Assessments.

Civil fees shall meet the requirements of Section 27.1b of the Clerks of Courts Act, 705 ILCS 105/27.1b, Section 15-1504.1 of the Code of Civil Procedure, 735 ILCS 5/15-1504.1, Supreme Court Rule 99.1, and 17<sup>th</sup> Judicial Circuit Court Local Rule 2.14. Criminal assessments shall meet the requirements of the Criminal and Traffic Assessment Act, 705 ILCS 105/135 *et seq.*

Sec. 34 – 2. Civil Fees.

- A. Fees in civil matters shall be assessed and distributed as set forth herein, in compliance with Section 27.1b of the Clerks of Courts Act, 705 ILCS 105/27.1b, Section 15-1504.1 of the Code of Civil Procedure, 735 ILCS 5/15-1504.1, Illinois Supreme Court Rule 99.1, and 17<sup>th</sup> Judicial Circuit Local Rule 2.14.
- B. The fees for filing a complaint, petition or other pleading initiating a civil action shall be as set forth in the schedules below in accordance with case categories established by the Illinois Supreme Court:
  - 1. SCHEDULE 1: \$342.00 (plus additional filing fees for foreclosure cases, as set forth in subsection (e) below) to be divided as follows:
    - a. \$45.00 to be retained by the Clerk of the Circuit Court and deposited as follows:
      - (1) Court Automation Fund - \$20.00
      - (2) Court Document Storage Fund - \$20.00
      - (3) Circuit Court Clerk Operation and Administrative Fund - \$5.00
    - b. \$19.00 to be remitted to the State Treasurer and deposited as follows:
      - (1) Mandatory Arbitration Fund - \$8.00
      - (2) Access to Justice Fund - \$2.00

(3) Supreme Court Special Purposes Fund - \$9.00

c. \$250.00 to be remitted to the County Treasurer and deposited as follows:

- (1) General Fund (Circuit Clerk) - \$180.00
- (2) C.A.S.A. – \$3.00
- (3) Court Security Fund - \$40.00
- (4) Neutral Site Exchange - \$14.00
- (5) Children's Waiting Room Fund - \$13.00

d. \$28.00 to be remitted to the County Treasurer and deposited as follows:

- (1) Neutral Site Exchange - \$8.00
- (2) Law Library Fund - \$20.00

e. The following additional filing fees shall be assessed on residential foreclosure cases only.

(1) First Tier Residential Foreclosure Cases - \$65.00 to be divided as follows:

- (a) \$65.00 to be remitted to the County Treasurer and distributed as follows:
  - i. Foreclosure Mediation Fee Fund - \$65.00

(2) Second Tier Residential Foreclosure Cases - \$65.00 to be divided as follows:

- (a) \$65.00 to be remitted to the County Treasurer and distributed as follows:
  - i. Foreclosure Mediation Fee Fund - \$65.00

(3) Third Tier Residential Foreclosure Cases - \$65.00 to be divided as follows:

- (a) \$65.00 to be remitted to the County Treasurer and distributed as follows:
  - i. Foreclosure Mediation Fee Fund - \$65.00

2. SCHEDULE 2: \$292.00 to be divided as follows:

a. \$45.00 to be retained by the Clerk of the Circuit Court and deposited as follows:

- (1) Court Automation Fund - \$20.00
- (2) Court Document Storage Fund - \$20.00
- (3) Circuit Court Clerk Operation and Administrative Fund - \$5.00

b. \$19.00 to be remitted to the State Treasurer and distributed as follows:

- (1) Mandatory Arbitration Fund - \$8.00
- (2) Access to Justice Fund - \$2.00
- (3) Supreme Court Special Purposes Fund - \$9.00

- c. \$200.00 to be remitted to the County Treasurer and distributed as follows:
    - (1) General Fund (Circuit Clerk) - \$130.00
    - (2) C.A.S.A. – \$3.00
    - (3) Court Security Fund - \$40.00
    - (4) Neutral Site Exchange - \$14.00
    - (5) Children’s Waiting Room Fund - \$13.00
  - d. \$28.00 to be remitted to the County Treasurer and deposited as follows:
    - (1) Neutral Site Exchange - \$8.00
    - (2) Law Library Fund - \$20.00
3. SCHEDULE 3: \$117.00 to be divided as follows:
- a. \$22.00 to be retained by the Clerk of the Circuit Court and deposited as follows:
    - (1) Court Automation Fund - \$10.00
    - (2) Court Document Storage Fund - \$10.00
    - (3) Circuit Court Clerk Operation and Administrative Fund - \$2.00
  - b. \$11.00 to be remitted to the State Treasurer and distributed as follows:
    - (1) Access to Justice Fund - \$2.00
    - (2) Supreme Court Special Purposes Fund - \$9.00
  - c. \$56.00 to be remitted to the County Treasurer and distributed as follows:
    - (1) General Fund (Circuit Clerk) - \$28.00
    - (2) C.A.S.A. – \$0.00
    - (3) Court Security Fund - \$10.00
    - (4) Neutral Site Exchange - \$8.00
    - (5) Children’s Waiting Room Fund - \$10.00
  - d. \$28.00 to be remitted to the County Treasurer and deposited as follows:
    - (1) Neutral Site Exchange - \$8.00
    - (2) Law Library Fund - \$20.00
4. SCHEDULE 4: \$0.00

\* Exception: Beginning December 1, 2022, the (MR) Review of Administrative Proceedings case type for filing a complaint, petition or other pleading initiating a civil action will be filed as a Schedule 3 filing. Appearances within the (MR) Review of Administrative Proceedings case type will be filed as a Schedule 2 filing.

- C. The fees for filing an appearance in a civil action shall be as set forth in the schedules below in accordance with case categories established by the Illinois Supreme Court:

1. SCHEDULE 1: \$217.00 to be divided as follows:
  - a. \$45.00 to be retained by the Clerk of the Circuit Court and distributed as follows:
    - (1) Court Automation Fund - \$20.00
    - (2) Court Document Storage Fund - \$20.00
    - (3) Circuit Court Clerk Operation and Administrative Fund - \$5.00
  - b. \$19.00 to be remitted to the State Treasurer and distributed as follows:
    - (1) Mandatory Arbitration Fund - \$8.00
    - (2) Access to Justice Fund - \$2.00
    - (3) Supreme Court Special Purposes Fund - \$9.00
  - c. \$125.00 to be remitted to the County Treasurer and distributed as follows:
    - (1) General Fund (Circuit Clerk) - \$61.00
    - (2) C.A.S.A. – \$3.00
    - (3) Court Security Fund - \$36.00
    - (4) Neutral Site Exchange - \$12.00
    - (5) Children’s Waiting Room Fund - \$13.00
  - d. \$28.00 to be remitted to the County Treasurer and deposited as follows:
    - (1) Neutral Site Exchange - \$8.00
    - (2) Law Library Fund - \$20.00
3. SCHEDULE 2: \$137.00 to be divided as follows:
  - a. \$10.00 to be retained by the Clerk of the Circuit Court and distributed as follows:
    - (1) Court Automation Fund - \$5.00
    - (2) Court Document Storage Fund - \$5.00
    - (3) Circuit Court Clerk Operation and Administrative Fund - \$0.00
  - b. \$9.00 to be remitted to the State Treasurer and distributed as follows:
    - (1) Supreme Court Special Purposes Fund - \$9.00
  - c. \$90.00 to be remitted to the County Treasurer and distributed as follows:
    - (1) General Fund (Circuit Clerk) - \$40.00
    - (2) C.A.S.A. – \$3.00
    - (3) Court Security Fund - \$25.00
    - (4) Neutral Site Exchange - \$12.00
    - (5) Children’s Waiting Room Fund - \$10.00
  - d. \$28.00 to be remitted to the County Treasurer and deposited as follows:
    - (1) Neutral Site Exchange - \$8.00
    - (2) Law Library Fund - \$20.00

D. The fees for filing a counterclaim or third party complaint in a civil action shall be as set forth in the schedules below in accordance with case categories established by the Illinois Supreme Court:

1. SCHEDULE 1: \$125.00 to be divided as follows:

- a. \$125.00 to be remitted to the County Treasurer and deposited as follows:
  - (1) General Fund (Circuit Clerk) - \$121.00
  - (2) Court Security Fund - \$4.00

2. SCHEDULE 2: \$155.00 to be divided as follows:

- a. \$35.00 to be retained by the Clerk of the Circuit Court and deposited as follows:
  - (1) Court Automation Fund - \$15.00
  - (2) Court Document Storage Fund - \$15.00
  - (3) Circuit Court Clerk Operation and Administrative Fund - \$5.00
- b. \$10.00 to be remitted to the State Treasurer and distributed as follows:
  - (1) Mandatory Arbitration Fund - \$8.00
  - (2) Access to Justice Fund - \$2.00
- c. \$110.00 to be remitted to the County Treasurer and distributed as follows:
  - (1) General Fund (Circuit Clerk) - \$92.00
  - (2) Court Security Fund - \$15.00
  - (3) Children's Waiting Room Fund - \$3.00

E. Except as otherwise specifically provided, the following miscellaneous fees are to be deposited in the County General Fund to be used for purposes related to the operation of the court system in the County:

- 1. Alias summons or citation: \$5.00
- 2. Jury services: \$212.50
- 3. Change of venue: \$40.00
- 4. Petition to vacate or modify:
  - a. If filed within 30 days: \$50.00
  - b. If filed after 30 days: \$75.00
  - c. Notice sent to Secretary of State: \$40.00
- 5. Appeals preparation:
  - a. If record is 100 pages or less: \$50.00
  - b. If record is between 100 and 200 pages: \$100.00
  - c. If record is 200 pages or more: Add'l fee of \$0.25 per page

6. Garnishment, wage deduction, and citation proceedings:
  - a. Amount in controversy \$1,000 or less: \$15.00
  - b. Amount in controversy greater than \$1,000 and not more than \$5,000: \$30.00
  - c. Amount in controversy greater than \$5,000: \$50.00
7. Collections:
  - a. All collections (except State and County and maintenance and child support cases): 2.5% of the amount collected and turned over
  - b. In child support and maintenance cases: \$36 annually to be deposited in the Child Support Maintenance Fund
  - c. Certifications to Secretary of State pursuant to Section 7-703 of the Family Financial Responsibility Law: \$5.00
  - d. In proceedings to foreclose a delinquent real estate tax lien the State's Attorney shall receive a fee of 10% of the total amount realized from the sale of real estate sold in the proceedings
8. Mailing: \$10.00 plus the cost of postage
9. For each certified copy of a judgment, following the first copy: \$10.00
10. Certification, authentication, and reproduction:
  - a. Each certification or authentication for taking acknowledgement of a deed or other instrument in writing with the seal of office: \$6.00
  - b. Reproduction of any document contained in the Clerk's files:
    - (1) \$2.00 for the first page
    - (2) \$0.50 per page for the next 19 pages
    - (3) \$0.25 per page for all additional pages
11. For each record search, within a division or municipal district: \$6.00 for each year searched
12. For each page of hard copy print output, when case records are maintained on an automated medium: \$6.00
13. Performing a marriage in court: \$10.00
14. For filing each deed of voluntary assignment: \$20.00; for recording a deed of voluntary assignment: \$0.50 for each 100 words
15. Expungement petition: \$60.00 and an additional fee of \$4.00 for each certified copy of an order to expunge arrest records

16. Probate filings:

- a. For each account (other than one final account) filed in the estate of a decedent or ward: \$25.00
- b. Filing a claim:
  - (1) Amount claimed greater than \$150 and not more than \$500: \$25.00
  - (2) Amount claimed greater than \$500 and not more than \$10,000: \$40.00
  - (3) Amount claimed greater than \$10,000: \$60.00
- c. For filing a claim, petition, or supplemental proceeding based upon an action seeking equitable relief: \$60.00
- d. For a jury demand: \$137.50
- e. For each certified copy of letters of office, of court orders or other certifications: \$2.00 per page
- f. For each exemplification: \$2.00 plus the fee for certification

17. For correction of the case number, case title, or attorney computer identification number, if required by rule of court, on any document filed in the Clerk's Office: \$25.00

F. Unpaid Fees.

1. Unless a court ordered payment schedule is implemented or the fee requirements of this Section are waived by court order, the Clerk is authorized to add to any unpaid fees and costs a delinquency amount equal to 15% of the unpaid fees that remain unpaid after 90 days.
2. Delinquency amounts collected pursuant to this provision shall be deposited into the Circuit Court Clerk Operation and Administrative Fund to defray additional administrative costs incurred by the Clerk in collecting unpaid fees and costs.

Sec. 34 – 3. Criminal Assessments.

A. Assessments shall be imposed in criminal, traffic, conservation and non-traffic matters in accordance with the schedules set forth in the Criminal and Traffic Assessment Act, 705 ILCS 135/1-5 *et seq.*, and shall be distributed as set forth herein.

B. Schedules:

1. SCHEDULE 1: Generic Felony Offenses

- a. The Clerk shall collect \$549.00 and remit as follows:
  - (1) \$354.00 to the County Treasurer who shall deposit the money as follows:
    - (a) \$20.00 to the Court Automation Fund
    - (b) \$20.00 to the Court Document Storage Fund
    - (c) \$5.00 to the Circuit Court Clerk Operation and Administrative Fund



- (d) \$255.00 to the County General Fund to be distributed as follows:
  - i. General Fund (Circuit Clerk): \$185.00
  - ii. Court Security Fund: \$50.00
  - iii. Children's Waiting Room Fund: \$5.00
  - iv. Specialty Courts: \$15.00
- (e) \$10.00 to the Child Advocacy Center Fund
- (f) \$2.00 to the State's Attorney Records Automation Fund
- (g) \$2.00 to the Public Defender Records Automation Fund
- (h) \$20.00 to the County Jail Medical Costs Fund
- (i) \$20.00 to the Probation and Court Services Fund

(2) \$195.00 to the State Treasurer

## 2. SCHEDULE 2: Felony DUI Offenses

a. The Clerk shall collect \$1,709.00 and remit as follows:

- (1) \$399.00 to the County Treasurer who shall deposit the money as follows:
  - (a) \$20.00 to the Court Automation Fund
  - (b) \$20.00 to the Court Document Storage Fund
  - (c) \$5.00 to the Circuit Court Clerk Operation and Administrative Fund
  - (d) \$300.00 to the County General Fund to be distributed as follows:
    - i. General Fund (Circuit Clerk): \$230.00
    - ii. Court Security Fund: \$50.00
    - iii. Children's Waiting Room Fund: \$5.00
    - iv. Specialty Courts: \$15.00
  - (e) \$10.00 to the Child Advocacy Center Fund
  - (f) \$2.00 to the State's Attorney Records Automation Fund
  - (g) \$2.00 to the Public Defender Records Automation Fund
  - (h) \$20.00 to the County Jail Medical Costs Fund
  - (i) \$20.00 to the Probation and Court Services Fund

(2) \$1,110.00 to the State Treasurer

(3) \$200.00 to the treasurer of the unit of local government of the arresting agency

3. SCHEDULE 3: Felony Drug Offenses

a. The Clerk shall collect \$2,215.00 and remit as follows:

- (1) \$354.00 to the County Treasurer who shall deposit the money as follows:
  - (a) \$20.00 to the Court Automation Fund
  - (b) \$20.00 to the Court Document Storage Fund
  - (c) \$5.00 to the Circuit Court Clerk Operation and Administrative Fund
  - (d) \$255.00 to the County General Fund to be distributed as follows:
    - i. General Fund (Circuit Clerk): \$185.00
    - ii. Court Security Fund: \$50.00
    - iii. Children's Waiting Room Fund: \$5.00
    - iv. Specialty Courts: \$15.00
  - (e) \$10.00 to the Child Advocacy Center Fund
  - (f) \$2.00 to the State's Attorney Records Automation Fund
  - (g) \$2.00 to the Public Defender Records Automation Fund
  - (h) \$20.00 to the County Jail Medical Costs Fund
  - (i) \$20.00 to the Probation and Court Services Fund
- (2) \$1,861.00 to the State Treasurer

4. SCHEDULE 4: Felony Sex Offenses

a. The Clerk shall collect \$1,314.00 and remit as follows:

- (1) \$354.00 to the County Treasurer who shall deposit the money as follows:
  - (a) \$20.00 to the Court Automation Fund
  - (b) \$20.00 to the Court Document Storage Fund
  - (c) \$5.00 to the Circuit Court Clerk Operation and Administrative Fund
  - (d) \$255.00 to the County General Fund to be distributed as follows:
    - i. General Fund (Circuit Clerk): \$185.00
    - ii. Court Security Fund: \$50.00
    - iii. Children's Waiting Room Fund: \$5.00
    - iv. Specialty Courts: \$15.00
  - (e) \$10.00 to the Child Advocacy Center Fund
  - (f) \$2.00 to the State's Attorney Records Automation Fund
  - (g) \$2.00 to the Public Defender Records Automation Fund
  - (h) \$20.00 to the County Jail Medical Costs Fund
  - (i) \$20.00 to the Probation and Court Services Fund
- (2) \$960.00 to the State Treasurer

5. SCHEDULE 5: Generic Misdemeanor Offenses

a. The Clerk shall collect \$439.00 and remit as follows:

- (1) \$282.00 to the County Treasurer who shall deposit the money as follows:
  - (a) \$20.00 to the Court Automation Fund
  - (b) \$20.00 to the Court Document Storage Fund
  - (c) \$5.00 to the Circuit Court Clerk Operation and Administrative Fund
  - (d) \$8.00 to the Circuit Court Clerk Electronic Citation Fund
  - (e) \$185.00 to the County General Fund to be distributed as follows:
    - i. General Fund (Circuit Clerk): \$115.00
    - ii. Court Security Fund: \$50.00
    - iii. Children's Waiting Room Fund: \$5.00
    - iv. Specialty Courts: \$15.00
  - (f) \$10.00 to the Child Advocacy Center Fund
  - (g) \$2.00 to the State's Attorney Records Automation Fund
  - (h) \$2.00 to the Public Defender Records Automation Fund
  - (i) \$10.00 to the County Jail Medical Costs Fund
  - (j) \$20.00 to the Probation and Court Services Fund
- (2) \$155.00 to the State Treasurer
- (3) \$2.00 to the treasurer of the unit of local government of the arresting agency

6. SCHEDULE 6: Misdemeanor DUI Offenses

a. The Clerk shall collect \$1,381.00 and remit as follows:

- (1) \$322.00 to the County Treasurer who shall deposit the money as follows:
  - (a) \$20.00 to the Court Automation Fund
  - (b) \$20.00 to the Court Document Storage Fund
  - (c) \$5.00 to the Circuit Court Clerk Operation and Administrative Fund
  - (d) \$8.00 to the Circuit Court Clerk Electronic Citation Fund
  - (e) \$225.00 to the County General Fund to be distributed as follows:
    - i. General Fund (Circuit Clerk): \$155.00
    - ii. Court Security Fund: \$50.00
    - iii. Children's Waiting Room Fund: \$5.00
    - iv. Specialty Courts: \$15.00
  - (f) \$10.00 to the Child Advocacy Center Fund

- (g) \$2.00 to the State's Attorney Records Automation Fund
- (h) \$2.00 to the Public Defender Records Automation Fund
- (i) \$10.00 to the County Jail Medical Costs Fund
- (j) \$20.00 to the Probation and Court Services Fund

(2) \$707.00 to the State Treasurer

(3) \$352.00 to the treasurer of the unit of local government of the arresting agency

#### 7. SCHEDULE 7: Misdemeanor Drug Offenses

a. The Clerk shall collect \$905.00 and remit as follows:

(1) \$282.00 to the County Treasurer who shall deposit the money as follows:

- (a) \$20.00 to the Court Automation Fund
- (b) \$20.00 to the Court Document Storage Fund
- (c) \$5.00 to the Circuit Court Clerk Operation and Administrative Fund
- (d) \$8.00 to the Circuit Court Clerk Electronic Citation Fund
- (e) \$185.00 to the County General Fund to be distributed as follows:
  - i. General Fund (Circuit Clerk): \$115.00
  - ii. Court Security Fund: \$50.00
  - iii. Children's Waiting Room Fund: \$5.00
  - iv. Specialty Courts: \$15.00
- (f) \$10.00 to the Child Advocacy Center Fund
- (g) \$2.00 to the State's Attorney Records Automation Fund
- (h) \$2.00 to the Public Defender Records Automation Fund
- (i) \$10.00 to the County Jail Medical Costs Fund
- (j) \$20.00 to the Probation and Court Services Fund

(2) \$621.00 to the State Treasurer

(3) \$2.00 to the treasurer of the unit of local government of the arresting agency

#### 8. SCHEDULE 8: Misdemeanor Sex Offenses

a. The Clerk shall collect \$1,184.00 and remit as follows:

(1) \$282.00 to the County Treasurer who shall deposit the money as follows:

- (a) \$20.00 to the Court Automation Fund
- (b) \$20.00 to the Court Document Storage Fund
- (c) \$5.00 to the Circuit Court Clerk Operation and Administrative Fund

- (d) \$8.00 to the Circuit Court Clerk Electronic Citation Fund
- (e) \$185.00 to the County General Fund to be distributed as follows:
  - i. General Fund (Circuit Clerk): \$115.00
  - ii. Court Security Fund: \$50.00
  - iii. Children's Waiting Room Fund: \$5.00
  - iv. Specialty Courts: \$15.00
- (f) \$10.00 to the Child Advocacy Center Fund
- (g) \$2.00 to the State's Attorney Records Automation Fund
- (h) \$2.00 to the Public Defender Records Automation Fund
- (i) \$10.00 to the County Jail Medical Costs Fund
- (j) \$20.00 to the Probation and Court Services Fund
- (2) \$900.00 to the State Treasurer
- (3) \$2.00 to the treasurer of the unit of local government of the arresting agency

#### 9. SCHEDULE 9: Major Traffic Offenses

##### a. The Clerk shall collect \$325.00 and remit as follows:

- (1) \$203.00 to the County Treasurer who shall deposit the money as follows:
  - (a) \$20.00 to the Court Automation Fund
  - (b) \$20.00 to the Court Document Storage Fund
  - (c) \$5.00 to the Circuit Court Clerk Operation and Administrative Fund
  - (d) \$8.00 to the Circuit Court Clerk Electronic Citation Fund
  - (e) \$150.00 to the County General Fund to be distributed as follows:
    - i. General Fund (Circuit Clerk): \$80.00
    - ii. Court Security Fund: \$50.00
    - iii. Children's Waiting Room Fund: \$5.00
    - iv. Specialty Courts: \$15.00
- (2) \$97.00 to the State Treasurer
- (3) \$25.00 to the treasurer of the unit of local government of the arresting agency

#### 10. SCHEDULE 10: Minor Traffic Offenses

##### a. The Clerk shall collect \$226.00 and remit as follows:

- (1) \$168.00 to the County Treasurer who shall deposit the money as follows:
  - (a) \$20.00 to the Court Automation Fund
  - (b) \$20.00 to the Court Document Storage Fund

- (c) \$5.00 to the Circuit Court Clerk Operation and Administrative Fund
  - (d) \$8.00 to the Circuit Court Clerk Electronic Citation Fund
  - (e) \$115.00 to the County General Fund to be distributed as follows:
    - i. General Fund (Circuit Clerk): \$60.00
    - ii. Court Security Fund: \$50.00
    - iii. Children's Waiting Room Fund: \$2.00
    - iv. Specialty Courts: \$3.00
- (2) \$46.00 to the State Treasurer
  - (3) \$12.00 to the treasurer of the unit of local government of the arresting agency

#### 11. SCHEDULE 10.5: Truck Weight and Load Offenses

- a. The Clerk shall collect \$260.00 and remit as follows:
  - (1) \$168.00 to the County Treasurer who shall deposit the money as follows:
    - (a) \$20.00 to the Court Automation Fund
    - (b) \$20.00 to the Court Document Storage Fund
    - (c) \$5.00 to the Circuit Court Clerk Operation and Administrative Fund
    - (d) \$8.00 to the Circuit Court Clerk Electronic Citation Fund
    - (e) \$115.00 to the County General Fund to be distributed as follows:
      - i. General Fund (Circuit Clerk): \$105.00
      - ii. Court Security Fund: \$10.00
  - (2) \$92.00 to the State Treasurer

#### 12. SCHEDULE 11: Conservation Offenses

- a. The Clerk shall collect \$195.00 and remit as follows:
  - (1) \$168.00 to the County Treasurer who shall deposit the money as follows:
    - (a) \$20.00 to the Court Automation Fund
    - (b) \$20.00 to the Court Document Storage Fund
    - (c) \$5.00 to the Circuit Court Clerk Operation and Administrative Fund
    - (d) \$8.00 to the Circuit Court Clerk Electronic Citation Fund
    - (e) \$115.00 to the County General Fund to be distributed as follows:
      - i. General Fund (Circuit Clerk): \$105.00
      - ii. Court Security Fund: \$10.00

- (2) \$25.00 to the State Treasurer
- (3) \$2.00 to the treasurer of the unit of local government of the arresting agency

b. SCHEDULE 12: Dispositions under Supreme Court Rule 529 (No Court Appearance Required Traffic Offenses)The Clerk shall collect \$164.00 and remit as follows:

- (1) \$100.00 to the County Treasurer who shall deposit the money as follows:
  - (a) \$20.00 to the Court Automation Fund
  - (b) \$20.00 to the Court Document Storage Fund
  - (c) \$5.00 to the Circuit Court Clerk Operation and Administrative Fund
  - (d) \$8.00 to the Circuit Court Clerk Electronic Citation Fund
  - (e) \$47.00 to the County General Fund to be distributed as follows:
    - i. General Fund (Circuit Clerk): \$37.00
    - ii. Court Security Fund: \$10.00
- (2) \$14.00 to the State Treasurer
- (3) \$50.00 to the treasurer of the unit of local government of the arresting agency

13. SCHEDULE 13: Petty Offense, Business Offense, or Non-Traffic Ordinance Violation

a. The Clerk shall collect \$100.00 and remit as follows:

- (1) \$75.00 to the County Treasurer who shall deposit the money as follows:
  - (a) \$20.00 to the Court Automation Fund
  - (b) \$20.00 to the Court Document Storage Fund
  - (c) \$5.00 to the Circuit Court Clerk Operation and Administrative Fund
  - (d) \$8.00 to the Circuit Court Clerk Electronic Citation Fund
  - (e) \$22.00 to the County General Fund to be distributed as follows:
    - i. General Fund (Circuit Clerk): \$12.00
    - ii. Court Security Fund: \$10.00
- (2) \$25.00 to the treasurer of the unit of local government of the arresting agency

C. Unpaid Assessments.

1. Unless a court ordered payment schedule is implemented or the assessment requirements of this Section are waived by court order, the Clerk is authorized to add to any unpaid assessments a delinquency amount equal to 15% of the unpaid assessments that remain unpaid after 90 days. Delinquency amounts collected pursuant to this provision shall be deposited into the Circuit Court Clerk Operation and Administrative Fund to defray additional administrative costs incurred by the Clerk in collecting unpaid assessments.

BE IT FURTHER ORDAINED, that this Ordinance shall be effective on August 23, 2021.

BE IT FURTHER ORDAINED, that the Clerk of the County Board is hereby authorized and directed to prepare and deliver certified copies of this Ordinance to the Clerk of the Circuit Court, the Chief Judge of the Seventeenth Judicial Circuit, and the Winnebago County Bar Association.

Respectfully submitted,

**OPERATIONS AND ADMINISTRATIVE COMMITTEE**



**AGREE**

\_\_\_\_\_  
Keith McDonald, Chairman

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

\_\_\_\_\_  
John Butitta

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

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

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

\_\_\_\_\_  
Paul Arena

**DISAGREE**

\_\_\_\_\_  
Keith McDonald, Chairman

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

\_\_\_\_\_  
John Butitta

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

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

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

\_\_\_\_\_  
Paul Arena

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 2022 by the County Board of the County  
of Winnebago, Illinois.

\_\_\_\_\_  
Joseph V. Chiarelli, Chairman of the  
County Board of the  
County of Winnebago, Illinois

Attested by:

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

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

Sponsored by: Keith McDonald

Submitted by: Operations & Administrative Committee

2022 CR

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**RESOLUTION APPROVING EMERGENCY AGREEMENT WITH FIRST ONSITE**

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**WHEREAS**, the Code of Ordinances for the County of Winnebago, Illinois, provides as in Section 2-357 (b) (1), Conditions for use. All procurements whose value equals or exceeds the competitive bidding threshold of \$25,000.00 shall be awarded by competitive sealed bidding in accordance with this section except as otherwise provided in 2-357(c) (Request for Proposals), 2-357(d) (Professional Services), 2-357(e) (Sole-Source), 2-357(f) (Emergency Procurements), 2-357 (g) (Cooperative Joint Purchasing) or as provided by State statute; and

**WHEREAS**, in Section 2-332(f) of the Purchasing Ordinance, allowance is made for emergency purchases defined as Procurement obtained in circumstances which include threats to public health or safety, where immediate repairs to county property are required to protect or prevent against further loss or damage, or where immediate action is needed to prevent or minimize serious disruption to County services; and,

**WHEREAS**, an emergency situation occurred in the old County Courthouse at 403 Elm Street and the Courthouse at 400 West State Street when a started in the old Courthouse basement on the evening of November 5, which caused extensive damage and requires Emergency Fire Mitigation Services; and,

**WHEREAS**, the Operations and Administrative Committee of the County Board for the County of Winnebago, Illinois, has reviewed Resolution Exhibit A – First Onsite Property Restoration Client Work Agreement and Resolution Exhibit B – Emergency Purchase Justification Form received for the aforementioned project and agrees with the emergency awarding of an agreement as follows;

**FIRST ONSITE PROPERTY RESTORATION**

**215 PRAIRIE LAKE ROAD, UNIT F**

**EAST DUNDEE, ILLINOIS 60118**

**NOW, THEREFORE, BE IT RESOLVED**, by the County Board of the County of Winnebago, Illinois, that the County Facilities Department has issued, on behalf of the County of Winnebago, a services agreement with FIRST ONSITE PROPERTY RESTORATION, 215 PRAIRIE LAKE ROAD, UNIT F, EAST DUNDEE, ILLINOIS 60118.

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

Respectfully Submitted,  
**OPERATIONS & ADMINISTRATIVE COMMITTEE**

**AGREE**

**DISAGREE**

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KEITH McDONALD, CHAIRMAN

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KEITH McDONALD, CHAIRMAN

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JOHN BUTITTA, VICE CHAIRMAN

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JOHN BUTITTA, VICE CHAIRMAN

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PAUL ARENA

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PAUL ARENA

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JEAN CROSBY

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JEAN CROSBY

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JOE HOFFMAN

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JOE HOFFMAN

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DOROTHY REDD

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DOROTHY REDD

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JAIME SALGADO

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JAIME SALGADO

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

ATTESTED BY:

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

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

## First Onsite Property Restoration CLIENT WORK AGREEMENT

This Client Work Agreement ("Agreement") is made this November 7, 2022, by and between County of Winnebago, Illinois ("Client") and First Onsite Property Restoration ("First Onsite"), to mobilize, commence, and perform the Work (as defined below) at: 403 Elm Street, Rockford, IL 61101 (the "Property"). Telephone No.: (815) 871-1590

Property Owner Address (if different from the Property address): \_\_\_\_\_

Job Number: C-22-11026EF

The Work shall include, without limitation:

Emergency Fire Mitigation Services

All Work shall be billed according to the following:

Check Applicable: [if not checked, Work will be billed per First Onsite's Time and Materials Rate Schedule]

- ☒ Scope of Work/Estimate/Xactimate, which shall be attached hereto as "Attachment A" once the document is generated
- ☐ First Onsite Time and Materials Rate Schedule, "Attachment B"
- ☐ Lump Sum Amount of: (\$ \_\_\_\_\_)
- ☐ The Down Payment (33% of estimated Work total of the selected pricing method) is a material consideration of this Work Order. First Onsite reserves the right to terminate the Work if this material consideration is not received within 7 days of the commencement of the Work. In such event, Client agrees to pay all sums due for the Work provided to the date of termination.
- ☐ Down Payment of \_\_\_\_\_ % and/or payment terms as follows: \_\_\_\_\_

1. **Nature of Work.** The Work shall include, all labor, materials, and equipment utilized to estimate or perform the Work, which may include, without limitation, emergency services, restoration, cleaning, drying, water and sewer extraction, repair(s), removal, storage, testing, damage appraisal and consulting and return of inventoried personal property, renovations, and other mitigations and improvements to the Property. The First Onsite Time and Materials Rate Schedule (Attachment B) and Scope of Work/Estimate/Xactimate (Attachment A) do not include applicable taxes, fees, or prevailing wage requirements, all of which shall be invoiced separately. All Work shall be completed in conformity with standards of the applicable trade industry best practices by licensed contractors, as required by state law, using materials reasonably calculated to approximate the finish and quality prior to the damage, including deletion of certain items deemed not necessary to First Onsite. Copies of the licenses will be provided to the Client upon request.

2. **Payment.** Client shall make all payments pursuant to the IL Local Government Prompt Payment Act, 50 ILCS 505/1 et seq. Prior to any additional costs being incurred, including "unscheduled purchased materials," Client may review and approve them.

3. **Authority and Approval.** The undersigned Client signatory represents and warrants to First Onsite that he/she: (i) is the person properly authorized to enter into this Work Agreement; (ii) is doing so on behalf of the Client and all Property owners/insureds with their express knowledge and approval; (iii) will communicate the contents of this Client Work Agreement, including representations made herein, to the Client and Property owner; and (iv) authorizes First Onsite to proceed with the Work. In the event that the Property is occupied by one or more tenant, the undersigned Client represents and warrants that they are empowered and duly authorized to represent and bind any such tenant to the terms of this Authorization.

4. **State Specific Contract Terms.** "Attachment C," if applicable, shall contain any jurisdictionally required contract language. If attached hereto, Attachment C is incorporated fully into this Client Work Agreement.

5. **Substantial Completion.** Substantial Completion shall mean the time when the Work is sufficiently complete. First Onsite agrees to diligently pursue Substantial Completion of the Work but shall not be liable for delays due to late deliveries, weather, or any other event outside of First Onsite's control. Client shall not delay the Work and agrees to avoid interrupting, interfering with, or casually visiting with First Onsite's employees while they are performing the Work.

6. **Additional Terms and Conditions.** Client acknowledges that Additional Terms and Conditions contained on First Onsite's website www.FirstOnsite.com/terms-and-conditions are fully incorporated herein. Client further acknowledges that Client has had the opportunity to review such Terms and Conditions and agrees that the same are fully incorporated herein.

Signature Page Follows

**First Onsite Property Restoration**

- ☐ Interstate Restoration, LLC  
☒ Perfection Property Restoration, Inc.  
☐ Rolyn, LLC  
☐ Super Restoration Service Co., LLC  
☐ Interstate Restoration Hawaii, LLC  
☐ Trilink Restoration Services, LLC  
☐ Maxons Restorations, Inc.  
☐ Moore Restoration, Inc.  
☐ Pro Construction, LLC  
☐ Insurance Restoration Specialists, Inc.  
☐ Kauai Restoration & Cleaning Inc.  
☐ Bales Restoration, Inc.  
☐ Master Maintenance Inc.  
☐ Emergency Fire & Water Restoration LLC

**Client:** County of Winnebago, Illinois

Client Signature: Joseph V. Chiarelli  
Print Name: Joseph V. Chiarelli  
Title: Winnebago County Board Chairman  
Date: 11/8/2022  
Email: Joe @ Admin. Wincoil. Gov

First Onsite Signature: Tim Lawless  
Print Name: Tim Lawless  
Title: General Manager  
Date: 11/08/22  
Email: tim.lawless@firstonsite.com

## First Onsite Property Restoration Time & Materials Rate Schedule

Failure to initial each page of this Time & Materials Rate Schedule shall not render it unenforceable.  
Unless otherwise noted, all rates are USD (\$).

\_\_\_\_ If checked, the rates contained in Addendum 1 attached hereto shall apply to this Time & Materials Rate Schedule and such Addendum 1 shall be incorporated fully herein.

### I. Labor

#### A. Operations Personnel Labor Rates

The rates contained herein shall apply to personnel engaged to fulfill the terms of the contract, whether fulltime employees of First Onsite Property Restoration ("First Onsite"), temporary hires employed directly by First Onsite, or personnel secured through subcontracted labor. Rates stated below are per person per hour. First Onsite's Construction, Electronics, and Consulting Price Schedules are available upon request.

Category	Hour	Category	Hour	Category	Hour
Administrative / Clerical	\$36.75	Health & Safety Officer	\$90.00	Resource & Logistics Coordinator	\$65.00
Assistant Project Manager	\$78.75	Labor (GL)	\$39.50	Restoration Laborer	\$54.50
Asbestos Supervisor	\$95.75	Loss Control Specialist	\$63.00	Project Manager	\$125.00
Asbestos Technician	\$72.50	Mold / Lead Remediation Labor	\$57.75	Supervisor	\$57.75
Carpenter / Framer	\$92.00	Mold / Lead Remediation Sup	\$78.75	Skilled Tradesman	\$70.00
Drywaller/Painter	\$78.00	Project Accountant	\$75.00	Sr Project Manager / Ops Manager	\$125.00
Equipment Technician	\$115.50	Project Director/Account Manager	\$157.50	Tile / Flooring Installer	\$78.00

#### B. Other Labor Provisions

- 1) All scheduled rates are for the first 40 hours worked in a week, based on a seven (7) day work week. The billing will start on the date of mobilization. All hours over 40 hours (overtime) will be billed at one and a half (1.5) times the standard scheduled rate.
- 2) First Onsite reserves the right, and the Client preauthorizes First Onsite, to bill for overtime during the first forty-eight (48) hours for emergency response jobs. Thereafter, First Onsite shall bill as otherwise set forth in this Rate Sheet.
- 3) Any hours worked on Federally recognized holidays will be billed at two (2) times the standard scheduled rates.
- 4) The scheduled rates and provisions in this Rate Schedule are First Onsite standard wage rates and overtime compensation practices. To the extent any portion of the Work, under a particular contract is affected by any of the below, then First Onsite may, at its sole discretion, adjust the hourly rates, overtime calculations and/or other labor provisions stated herein and will be provided to the client, then Client agrees to pay adjusted labor billings:
  - Davis-Bacon Wages Act, prevailing wages, or other collective bargaining agreements
  - recommended by generally accepted licensed professionals to require certain or additional safety equipment
  - any Federal, State, Municipal or other law, regulation, or requirement applicable to labor billings
- 5) Daily commute hours for all personnel will be billed at scheduled rates and will be included in overtime billing amount calculations. Mobilization & demobilization is not included in overtime calculations but will be billed as straight time.
- 6) First Onsite shall charge \$5.00 per man hour for supervision of Client's own labor or employees working on any portion of the project.
- 7) First Onsite reserves the right to bill a minimum of 4 hours for emergency service requests. Additionally, when circumstances beyond First Onsite's control require personnel to standby on a job site, a minimum charge of 6 hours per person, per day, will be billed. These hours will be included in overtime billing amount calculations. Any and all reimbursable expenses associated with the standby will be billed following this rate schedule.
- 8) First Onsite shall have no obligation to provide Client with any information or documentation regarding any personnel's Schedule classification, except as otherwise submitted by First Onsite to a governmental entity and deemed, by state law, to be a public record.

Client's Initials

*JIC*

Date

*11/8/2022*

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## C. Travel, Lodging and Per Diem

First Onsite shall be compensated for costs incurred for travel (airfare, rental cars, taxi, etc.). Lodging will be billed to the customer utilizing the rates established by the [United States General Services Administration](#) plus ten percent (10%) overhead. All other incidental expenses will be billed per cost incurred (actual or allowance), plus ten percent (10%) mark-up. Per Diem rates will be charged for all personnel listed above in (Section I(A)) at a minimum rate of \$50.00 per person per day. First Onsite incurs, and thus charges, Per Diem expenses whether the Per Diem is paid directly to the employee, is charged to First Onsite as a separate charge, or is included with other compensation considerations. If actual Per Diem costs cannot be determined for any reason, such incidental costs shall be determined in accordance with the rates set by the United States General Services Administration plus ten percent (10%) overhead

## II. Equipment Rental

### A. Equipment Rates

These rates apply to equipment that is utilized in the performance of the Work.

#### General

Item	Daily	Weekly	Monthly	Item	Daily	Weekly	Monthly
Carpet Cleaning Machine – Port	\$140.40	\$702.00	\$2,106.00	Lights – Wobble	\$24.02	\$120.12	\$360.36
Demo Cart / Tilt Truck	\$49.14	\$245.70	\$737.10	Manometer recorder	\$125.84	\$629.20	\$1,887.60
Dry Cleaning unit – Portable	\$92.82	\$464.10	\$1,392.30	Ozone Generator	\$136.50	\$682.50	\$2,047.50
Fogger – Electric Thermal	\$39.31	\$196.56	\$589.68	Integrated Temporary Barrier System (per Linear Foot)	\$8.33	N/A	N/A
Fogger – Elephant Nose, Mist	\$27.30	\$136.50	\$409.50	Pressure Washer (Cold)	\$109.20	\$546.00	\$1,638.00
Fogger – Gas power Thermal	\$98.28	\$491.40	\$1,474.20	Pressure Washer (Hot)	\$163.80	\$819.00	\$2,457.00
Gang Box – Demo (1 per job)	\$130.00	N/A	N/A	Communications package / Satellite Phone	\$46.80	\$234.00	\$702.00
HEPA Cart	\$442.00	\$2,210.00	\$6,630.00	Sprayer – Industrial Airless	\$163.80	\$819.00	\$2,457.00
HEPA Neg Air - < 750 CFM	\$82.16	\$410.80	\$1,232.40	Submersible Pump	\$27.30	\$136.50	\$409.50
HEPA Neg Air - > 750 -2000 CFM	\$130.00	\$650.00	\$1,950.00	Vacuum - Backpack/Handheld/Upright	\$27.30	\$136.50	\$409.50
Hydroxyl – XL3 Machine	\$239.20	\$1,196.00	\$3,588.00	Vacuum – HEPA Industrial	\$92.82	\$464.10	\$1,392.30
Infrared Thermal Imaging Camera	\$182.00	\$910.00	\$2,730.00	Vacuum – Shop vacuum	\$27.30	\$136.50	\$409.50
Laser Particle Counter	\$220.48	\$1,102.40	\$3,307.20	Water Extraction Van, Truck mount	\$310.00/Hr	N/A	N/A
Lights – Demo, Drop, Stand, String	\$19.66	\$98.28	\$294.84	Zip Walls (Per 2 poles)	\$27.30	\$136.50	\$409.50

#### Motor Driven Equipment

Item	Daily	Weekly	Monthly	Item	Daily	Weekly	Monthly
Boom – 60' Articulating Boom	\$764.40	\$3,822.00	\$11,466.00	Floor, Walk Behind Scrubber	\$424.84	\$2,124.20	\$6,372.60
Boom – 80' Articulating Boom	\$1,203.02	\$6,015.10	\$18,045.30	Forklift, Reach 10000#	\$858.00	\$4,290.00	\$12,870.00
Boom – 40' Articulating Boom	\$551.20	\$2,756.00	\$8,268.00	Forklift, Reach 12000#	\$1,096.42	\$5,482.10	\$16,446.30
Boom Lift – 40' Straight Boom	\$551.20	\$2,756.00	\$8,268.00	Forklift, Reach 6000#	\$546.00	\$2,730.00	\$8,190.00
Boom Lift – 60' Straight Boom	\$764.40	\$3,822.00	\$11,466.00	Forklift, Reach 8000#	\$626.60	\$3,133.00	\$9,399.00
Boom Lift – 80' Straight Boom	\$1,203.02	\$6,015.10	\$18,045.30	Scissor, 19' – 20' Elec Scissor	\$269.88	\$1,349.40	\$4,048.20
Floor, Ride on Scrubber	\$913.46	\$4,567.32	\$13,701.95	Scissor, 26' Electric – Wide	\$288.34	\$1,441.70	\$4,325.10
Floor, Tile Scraper	\$483.60	\$2,418.00	\$7,254.00	Scissor, 32' Electric Scissor	\$394.68	\$1,973.40	\$5,920.20

#### Pumps

Item	Daily	Weekly	Monthly	Item	Daily	Weekly	Monthly
2" Discharge Hose (50' – Sections)	\$21.42	\$107.12	\$321.36	6" Discharge Hose (50' – Sections)	\$54.60	\$273.00	\$819.00
2" Gas Powered Pump	\$147.42	\$737.10	\$2,211.30	6" Gas Powered Pump	\$382.20	\$1,911.00	\$5,733.00
2" Suction Hose (20' – Sections)	\$21.42	\$107.12	\$321.36	6" Suction Hose (20' – Sections)	\$42.59	\$212.94	\$638.82
4" Discharge Hose (50' – Sections)	\$39.31	\$196.56	\$589.68	8" Discharge Hose (50' – Sections)	\$125.58	\$627.90	\$1,883.70
4" Gas Powered Pump	\$240.24	\$1,201.20	\$3,603.60	8" Gas Powered Pump	\$491.40	\$2,457.00	\$7,371.00
4" Suction Hose (20' – Sections)	\$38.00	\$190.01	\$570.02	8" Suction Hose (20' – Sections)	\$76.44	\$382.20	\$1,146.60



## Drying / DH / Power

Item	Daily	Weekly	Monthly	Item	Daily	Weekly	Monthly
Air Mover	\$30.00	\$150.00	\$450.00	DX Unit (A.C.) – 1 Ton	\$283.08	\$566.15	\$1,696.92
Axial Air Mover	\$45.00	\$225.00	\$675.00	DX Unit (A.C.) – 10 tons	\$727.69	\$1,838.46	\$5,515.38
Dehu LGR <100 pints / Day	\$115.00	\$575.00	\$1,725.00	DX Unit (A.C.) – 25 tons	\$1,273.85	\$2,761.54	\$8,276.92
Dehu LGR >100 pints / Day	\$165.00	\$825.00	\$2,475.00	DX Unit (A.C.) – 60 tons	\$2,269.23	\$4,753.85	\$12,115.38
Desiccant – Up to 800 CFM	\$384.62	\$2,692.31	POR	DX Unit (A.C.) – 80 tons	\$2,484.62	\$5,484.62	\$13,846.15
Desiccant – Up to 2,000 CFM	\$769.23	\$4,884.62	POR	Electrical Cable Ramps	\$26.25	\$131.25	\$393.75
Desiccant – Up to 5,000 CFM	\$1,230.77	\$4,615.38	POR	Elect Dist (400 Amp Splitter)	\$275.00	\$1,375.00	\$4,125.00
Desiccant – Up to 10,000 CFM	\$1,769.23	\$8,846.15	POR	Elect Dist Panel -10P(200 amp)	\$240.25	\$1,201.25	\$3,603.75
Desiccant – Up to 15,000 CFM	\$2,769.23	\$11,538.46	POR	Elect Dist Panel -4P(100 amp)	\$177.00	\$885.00	\$2,655.00
Flex Duct (25' section)	\$21.00	\$105.00	\$315.00	Industrial Fan Air Mover	\$107.12	\$535.60	\$1,606.80
Generator – Portable	\$109.20	\$546.00	\$1,638.00	Power Cable – 3/2 banded – 50'	\$41.60	\$208.00	\$624.00
Generator – Up to 25KW	\$576.92	\$1,730.77	\$5,192.31	Power Cable – 3/2 banded – 100'	\$74.88	\$374.40	\$1,123.20
Generator – Up to 55KW	\$727.69	\$2,100.00	\$6,461.54	Power Cable – 4/0 - 50' sections	\$28.08	\$140.40	\$421.20
Generator – Up to 100 KW	\$1,010.77	\$3,029.23	\$9,046.15	Power Cable – 4/0 - 100' section	\$52.00	\$260.00	\$780.00
Generator – Up to 175 KW	\$1,276.92	\$3,635.38	\$10,904.62	Power Cable - Pigtails (Each)	\$17.47	\$87.36	\$262.08
Generator – Up to 320 KW	\$1,938.46	\$7,418.46	\$22,250.77	Quad Box String (Exten – 50')	\$31.72	\$158.60	\$475.80
Generator – Up to 500KW	\$3,230.77	\$9,692.31	\$29,076.92	Quad Box Strings (25' Sections)	\$31.46	\$157.30	\$471.90
Generator – Up to 800 KW	\$5,007.69	\$15,080.00	\$45,230.77	Shower - D-Con Portable	\$130.00	\$650.00	\$1,950.00
Generator – Up to 1,000 KW	\$5,815.38	\$17,446.15	\$52,338.46	Spider Box Main Panel – 6P	\$196.56	\$982.80	\$2,948.40
Generator – Up to 1,500 KW	\$8,076.92	\$24,230.77	\$72,692.31	Spider Box Main Panel – 8P	\$240.24	\$1,201.20	\$3,603.60
Heater – 400,000 BTU Ind Fire	\$655.20	\$3,276.00	\$9,828.00	Sub-dist Panel (spider box)	\$43.68	\$218.40	\$655.20
Heater – 700,000 BTU Ind Fire	\$1,146.60	\$5,733.00	\$17,199.00	Wall / floor drying System	\$145.60	\$728.00	\$2,184.00
Heater – 60 kw Electric	\$546.00	\$2,730.00	\$8,190.00	Water Extraction Unit (Port)	\$136.50	\$682.50	\$2,047.50
Heater – 150 kw Electric	\$1,638.00	\$8,190.00	\$24,570.00				

### B. Additional Provisions regarding Equipment

- 1) The daily rental rate shall be charged for each calendar day, or portion thereof, during which the equipment is utilized to perform Work, regardless of the number of shifts on which the equipment is used during the day.
- 2) In the event First Onsite is requested to provide power only, a weekly rate will apply.
- 3) In the event any item of equipment is damaged beyond reasonable repair by conditions at the Work site, Client shall be charged the replacement cost plus ten percent (10%).
- 4) A small tools usage charge will be calculated at three percent (3%) of labor, excluding Supervision and Management, and applied to all projects.
- 5) Unscheduled purchased equipment not listed on this schedule will be charged at a daily rental rate of 5% of the purchase price.
- 6) First Onsite will charge a debris disposal fee, of at least \$150.00 per project.

## III. MATERIALS

### A. Rates

#### General

Item	Rate	Unit	Item	Rate	Unit	Item	Rate	Unit
Adhesive Remover	\$78.75	Gal	Floor Protection - Ram Board(100' rolls)	\$50.00	Ea	Plastic Poly Hangers	\$5.25	Ea
Bleach	\$8.47	Gal	Floor Protection - Ram Board (50' rolls)	\$72.00	Ea	Scotch Brite Pads	\$22.31	Box
Box – Book	\$6.57	Ea	Floor Protection - Self Adhesive	\$38.00	Ea	Soot Sealant – Clear Unsoot	\$85.24	Gal
Box – Large	\$12.14	Ea	Fogger (Thermal)	\$94.35	Gal	Soot Sealant – Pigmented	\$229.88	Gal
Carpet Cleaner – Liquid	\$51.73	Gal	Furniture Blocks	\$84.30	Box	Spray Adhesive	\$5.52	Can
Carpet/Sticky Mats – Sticky 4 percase	\$132.16	Case	Glass Cleaner	\$19.44	Gal	Stainless Steel Cleaner	\$10.40	Can

Client's Initials **JVC**

Date **11/8/2022**

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## General Continued

Item	Rate	Unit	Item	Rate	Unit	Item	Rate	Unit
Carpet Shield 24 x 200	\$66.90	Roll	Goof Off	\$13.50	Ea	Stainless Steel Polish	\$13.65	Can
Carpet Shield 36 x 250	\$127.86	Roll	HEPA Vacuum Bag	\$8.00	Ea	Tape – Duct/ Silver	\$14.95	Roll
Chem Sponge	\$3.10	Ea	Labels (Asbestos Trash Bag, Qty. 100)	\$22.00	Ea	Tape – Environmental (Teal)	\$11.20	Roll
Decon Chamber w/ pole	\$386.61	Ea	Lay Flat Tubing (13" – 250' rl)	\$91.90	Roll	Tape – Poly Box	\$4.46	Roll
Degreaser, All Purpose	\$81.33	Gal	Lay Flat Tubing (20" – 250' rl)	\$233.38	Roll	Tape –Blue Masking	\$13.45	Roll
Deodorizer – 9D9 or equiv.	\$136.13	Gal	Lay Flat Tubing (29" – 250' rl)	\$233.38	Roll	Trash Bags – 3 mil / Garden	\$1.25	Ea
Deodorizing Block/Asst Scents	\$14.75	Ea	Lay Flat Tubing (39" – 250' rl)	\$245.10	Roll	Trash Bags – 3 mil / Garden	\$33.60	Roll
Deodorizing Gel /Bad air sponge	\$31.98	Lb	Lemon Oil	\$48.00	Gal	Trash Bags – 6 mil Hvy Duty	\$2.72	Ea
BruClean disinfectant	\$25.20	Gal	Mastic Remover (5 Gal Bucket)	\$125.00	Ea	Trash Bags (75 Per Roll) -ACM Asbestos Black	\$223.00	Ea
Disinfectant / Anti-microbial	\$82.98	Gal	Microbial Encap (Foster / IAQ)	\$122.76	Gal	Trash Bags – 6 mil Hvy Duty	\$134.00	Roll
Filter – HEPA Canister Vac	\$147.56	Ea	Mop Heads	\$7.46	Ea	Unsmoke® 2000 (or equivalent)	\$162.53	Ea
Filter Material	\$193.05	Roll	Packing Paper – (25lb Bundle)	\$55.71	Ea	Unsmoke® COC (or equivalent)	\$59.00	Ea
Filter - Charcoal 16"	\$151.00	Ea	Paper – Corrugated/Craft –48"x250'	\$129.92	Roll	Unsmoke® Last Resort ( or equivalent)	\$82.00	Ea
Filter - Charcoal 24"	\$233.00	Ea	Poly (Visqueen) – Up to 1 mil	\$43.53	Roll	Vapor Shark® 3X IndustrialMembranes (or equal)	\$239.00	Ea
Filter - HEPA for Shop Vacuum	\$48.00	Ea	Poly (Visqueen) – Up to 4 mil	\$118.20	Roll	Wipes, Alcohol (12" x 12 3/4")	\$3.00	Ea
Filter, Pleated for 2800i or 20x20x4	\$64.05	Ea	Poly (Visqueen) – Up to 6mil	\$161.28	Roll	Wipes, Cotton Cloth	\$4.57	Lb
Filter, Pre-Filter	\$2.57	Ea	Poly (Fire Ret Visqueen) –6Mil	\$215.94	Roll	Wrap – Bubble	\$132.75	Roll
Filter, Carbon	\$33.25	Ea	Poly– Visqueen – 6 Mil 60 x100	\$929.28	Roll	Wrap, Shrink	\$52.92	Roll
Filter, HEPA for Neg Air Machine	\$298.64	Ea	Poly Sheeting (Reinforced)	\$299.53	Ea	Zipers - containment	\$20.15	Ea
Filter, Pleated	\$13.97	Ea	Poly - 10 Mil Fire Retardant (2K SF)	\$425.17	Ea			

## PPE (Personal Protective Equipment)

Item	Rate	Unit	Item	Rate	Unit	Item	Rate	Unit
½ Face Respirator w/Cartridge	\$71.93	Ea	Gloves – Latex	\$23.15	Box	Safety Harness (PP/Day)	\$5.25	Ea
Cartridge – Respirator 7581	\$30.36	Ea	Gloves – Leather	\$7.88	Pair	Self-Contained Breathing Apparatus	\$145.00	Day
Dust Mask	\$30.67	Box	Gloves – Nitrile	\$34.29	Box	Shoe Covers (40)	\$72.00	Box
Gloves – Black Dot	\$4.73	Pair	Gloves – Rubber	\$21.65	Box	Suit- Coverall Mold / Non-Permeable	\$14.07	Ea
Full Face Respirator - w/ Cartridge	\$85.00	Ea	Rubber Boots (Disposable)	\$10.00	Ea	Suit-Coverall Dust	\$7.88	Ea

## B. Additional Provisions regarding Materials

- 1) The foregoing prices shall be applied to all materials listed above that are utilized in the performance of the Work, whether shipped to the site from First Onsite inventory, shipped directly to the site from First Onsite's source, or purchased locally by First Onsite.
- 2) Unscheduled purchased materials not listed on this schedule will be charged at cost plus 20%.
- 3) During the performance of the Work, First Onsite may add additional materials to the schedule above at rates determined by First Onsite.

## IV. Vehicles (Including but not limited to)

These rates apply to vehicles engaged to fulfill the terms of the contract, whether the vehicles are owned by First Onsite, temporarily rented/leased vehicles directly by First Onsite, or vehicles secured through subcontracted service providers. Rates stated below are per vehicle per day.

Unit	Daily Rate	Unit	Daily Rate
Tractor Trailer 48'-53'	\$204.75	Vehicle – 16' or 24' Box Truck	\$131.25
Vehicle – Pick-up, SUV, Car	\$85.75	Vehicle – Van	\$131.25
Trailer - STD Light Duty	\$120.00	40' + Mobile Command w/ communication	\$1,250.00
Emergency Response Vehicle – Equipped	\$125.00	5th wheel - Mobile lodging (8-12 beds)	\$ 725.00

Client's Initials *JVC*

Date *11/8/2022*

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## V. Reimbursable

### A. Particular Trade or Service

If a specific need for a particular trade or service exists, which is not otherwise listed on this Schedule, First Onsite's Consulting Services Rate Schedule Agreement, if any, or which First Onsite does not provide or is unable to provide, for the project, the amount will be billed at cost (before any discounts) plus twenty percent (20%) for overhead and profit.

### B. Non-Scheduled Equipment

For equipment used in the performance of the Work, which is not otherwise listed herein, First Onsite shall charge to Client the rental cost to First Onsite (before any discounts) plus twenty percent (20%).

### C. Freight / Transportation Charges

First Onsite will charge for the costs incurred for the transportation of equipment and materials to and from the Work site. This will include the cost of transportation for removing the equipment and remaining supplies and materials, upon completion of the Work. All common carrier freight charges will be invoiced at First Onsite's cost plus twenty percent (20%).

### D. Taxes and Permits

The rates contained in this Schedule are exclusive of Federal, State and local sales or use taxes and the costs associated with any applicable federal, state or local approvals, consents, permits, licenses and orders incident to performance of the Work. First Onsite shall be compensated for all such costs on the basis of First Onsite's actual costs incurred for such items.

## VI. Indirect Expense Allocation

First Onsite reserves the right to pass all indirect costs associated with mobilization and management recovery services during an area wide catastrophe to Clients. Area wide catastrophes could include but are not limited to hurricanes, tornadoes, floods, and earthquakes. This cost will be four percent (4%) of the total of all labor, equipment, consumables, outside services, and reimbursables (excluding taxes) on each project managed by First Onsite for the first 45 days of the catastrophe.

## VII. Other Considerations

If First Onsite will be subject to an audit by a third party "Clerk of the Works/ Outside Consultants," the following stipulations will apply:

- 1) First Onsite shall be notified within 24 hours of Work commencement if such parties are retained.
- 2) First Onsite may request the identified parties or designated "Clerk of the Works / Outside Consultants" to provide written approval of submitted rates within 24 hours of submittal by First Onsite.
- 3) Due to the time sensitive nature of emergency response projects, approvals not received within 24 hours of submittal will be assumed approved and agreed upon.
- 4) First Onsite reserves the right to charge administrative and project management time to assist in "Clerk of the Works / Outside Consultants."
- 5) First Onsite reserves the right to withhold a percentage or negotiate early payment discounts to vendors and/or subcontractors paying their invoices within a specific timeline. No earned discounts as described above will be listed as project credits or applied as project credits.

## VIII. HAZMAT / Biological

### A. Response Labor

Item	Rate	Unit	Item	Rate	Unit
Health and Safety Officer	\$195.00	Hour	Supervisor	\$195.00	Hour
Incident Commander	\$395.00	Hour	Team Leader	\$150.00	Hour
Project Manager	\$250.00	Hour	Technician	\$130.00	Hour

Client's Initials

*JVC*

Date

*11/8/2022*

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## B. Equipment

Item	Rate	Unit	Item	Rate	Unit
Bio-Hazard Trash Cans	\$24.00	Daily	PAPR	\$38.75	Daily
HAZMAT Cleanup Tool Kit	\$36.30	Daily	PAPR Cartridges /Filters	\$80.64	Each
Microfiber Mop Holder/ Handle	\$38.00	Each	HAZMAT Emergency Response Trailer	\$750.00	Daily

## C. Materials & Consumables

Item	Rate	Unit	Item	Rate	Unit
1" Medical Tape	\$4.82	Each	Disposal PAPR Hoods	\$60.00	Each
3" Medical Tape	\$19.74	Each	Face Shields – Disposable	\$27.94	Each
55 Gallon Drum Liners	\$24.20	Each	Hand Sanitizer	\$3.96	Each
Absorbent Pads	\$12.80	Each	Microfiber Mops	\$57.75	Each
Bio-Hazard Bags – Std	\$0.98	Each	Nitrile Gloves	\$13.11	Each
Bio-Hazard Bags – LG	\$1.98	Each	Nitrile Boot Covers (Pair)	\$18.48	Each
Bio-Hazard Coveralls	\$22.76	Each	Over Boots	\$31.77	Each
Bio-Hazard Over gloves	\$14.00	Each	Sanitizer Wipes	\$8.56	Each
Bio-Hazard Solidifier	\$47.86	Each	Splash Gowns	\$5.76	Each
Chem Tape	\$90.72	Each			

## IX. Region Specific Rate Multipliers

The following regions may be subject to the following rate multipliers on all published rates:

Region	Multiplier
Boston Metro area	1.20
California	1.20
Hawaii	1.75
NYC Metro & surrounding areas	1.20
Oregon	1.20
Washington	1.20
Washington DC area	1.20



# EMERGENCY PURCHASE JUSTIFICATION FORM

(PLEASE COMPLETE AND ATTACH TO MUNIS REQUISITION IF NEEDED)

ORG/OBJ/PROJECT	49400-43520-04901	REQUESTING DEPARTMENT FACILITIES		
MANUFACTURER	FIRST ONSITE PROPERTY RESTORATION	PRODUCT	SERVICE	x

DESCRIBE ITEM OR SERVICE BEING PURCHASED.

**EMERGENCY FIRE MITIGATION SERVICES FOR THE OLD WINNEBAGO COUNTY COURTHOUSE AT 403 ELM STREET AND THE COURTHOUSE AT 400 WEST STATE STREET**

WHY DO YOU CONSIDER IT AN EMERGENCY PURCHASE?

There is fire, smoke and water damage from fire in the basement storage area of the Old Courthouse. There is smoke damage in the main courthouse on certain floors. The mitigation of the affected areas needs to take place to open the courthouse in order to function.

REQUESTED SOURCE		MUNIS VENDOR NUMBER	20081
EMAIL	TIM.LAWLESS@FIRSTONSITE.COM	CONTACT	TIM LAWLESS
PHONE	877-962-9644	WEBSITE	


IF THIS EMERGENCY PURCHASE EXCEEDS \$25,000 (PRODUCTS) OR \$50,000 (SERVICES) THEN FOLLOW UP WITH A RESOLUTION AT THE NEXT APPROPRIATE COMMITTEE AND BOARD MEETING.

WHICH COMMITTEE WILL BE USED FOR FOLLOW UP, IF REQUIRED? LIST DETAILS BELOW.

**OPERATIONS AND ADMINISTRATION COMMITTEE**

Purchasing Department and requesting department will follow-up with Emergency Resolution at the next appropriate Committee and Board meeting.

  
REQUESTING DEPARTMENT  
11/9/2022  
DATE

  
CA OR CFO REVIEWED  
11/9/22  
DATE

  
PURCHASING DEPARTMENT- REVIEWED  
11-9-22  
DATE