

# **OPERATIONS & ADMINISTRATIVE COMMITTEE AGENDA**

**Called by:** Keith McDonald, Chairman  
**Members:** John Butitta, Paul Arena,  
Joe Hoffman, Jaime Salgado, Valerie  
Hanserd, Michael Thompson

**DATE:** THURSDAY, DECEMBER 15, 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 September 1, 2022 Minutes
- 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 Awarding Annual Fire Alarm Inspection Services
- F. Resolution Approving Emergency Agreement With Terracon
- G. Ordinance Amending Chapter 14 of the Winnebago County Code of Ordinances Regarding Registration Fees for Dogs and Cats
- H. Ordinance Amending Chapter 2, Article II, Division 4 of the Winnebago County Code Relating to the Rules of Procedure of the County Board of the County of Winnebago, Illinois
- I. Future Agenda Items
- J. Adjournment

**Winnebago County Board  
Operations and Administrative Committee Meeting**  
County Administration Building  
404 Elm Street, Room 303  
Rockford, IL 61101

Thursday, September 1, 2022  
5:30 PM

**Present:**

Keith McDonald, **Chairperson**  
John Butitta  
Jean Crosby  
Paul Arena  
Joe Hoffman  
Dorothy Redd  
Jaime Salgado

**Others Present:**

Dave Rickert, Chief Financial Officer  
Marlana Dokken, Director, Chairperson's Office of Criminal Justice  
Initiatives  
Lafakeria Vaughn, State's Attorney's Office  
Angie Goral, County Board Member  
Jim Webster, County Board Member  
Ann Johns, Purchasing Director  
Molly Terrinoni, Finance Director  
Brad Lindmark, County Board Member  
Dan Magers, IT Department  
Mark Lofgren, River Bluff Nursing Home

**AGENDA:**

- A. Call to Order
- B. Roll Call
- C. Approval of June 16, 2022 Minutes
- 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 Establishing the Date, Time and Location of Each Meeting of the Winnebago County Board
- F. Resolution Awarding Electricity Services
- G. Ordinance Amending Sections 2-65 (Limitation of Debate), 2-72 (Awards, Proclamations and Presentations) and 2-81 (Presiding Officer) of the Winnebago County Code of Ordinances
- H. Future Agenda Items
- I. Adjournment

Chairperson McDonald called the meeting to order at 5:30 PM.

Roll Call: Mr. Butitta yes, Ms. Crosby yes, Mr. Arena yes, Joe Hoffman yes, Dorothy Redd yes, Jaime Salgado yes. Chairperson Keith McDonald yes.

### **Motion to approve the minutes of June 16, 2022**

Moved: Mr. Hoffman, Seconded: Mr. Salgado

Chairperson McDonald called for questions. There being none the motion was called for approval. Motion passed by unanimous voice vote.

### **Public Comment**

Chairperson McDonald omitted reading the Public Comment Section of the Agenda due to no one present to speak.

### **Resolution Establishing the Date, Time and Location of Each Meeting of the Winnebago County Board**

Motion by Chairperson McDonald and Seconded by Ms. Redd.

- A discussion followed.

Motion passed by unanimous voice vote.

### **Resolution Awarding Electricity Services**

Motion by Chairperson McDonald and Seconded by Mr. Salgado.

- A discussion followed. The committee discussed the rates and term of the contract.

Motion passed by unanimous voice vote.

### **Ordinance Amending Sections 2-65 (Limitation of Debate), 2-72 (Awards, Proclamations and Presentations) and 2-81 (Presiding Officer) of the Winnebago County Code of Ordinances**

Motion by Chairperson. McDonald and Seconded by Mr. Salgado.

- A discussion followed.

Ms. Crosby moved to hold separate votes for the Ordinance Amending Sections of the Winnebago County Code of Ordinances with Section 2-65 (Limitation of Debate) and Section 2-72 (Awards, Proclamations and Presentations) as a separate vote and a separate vote for Section 2-81 (Presiding Officer).

Seconded by: Mr. Butitta.

Chairperson McDonald called for questions on Section 2-65 and Section 2-72.

Motion passed by unanimous voice vote to approve Section 2-65 and Section 2-72 with the exception of one vote.

Chairperson McDonald called for questions on Section 2-81.

Chairperson McDonald called for a vote.

Motion passed by the majority voice vote with the exception of one vote to approve Section 2-81. Ordinance passed.

### **Future Agenda Items**

Mr. Lindmark shared information on a Broadband Internet company to provide broadband service partnering with surrounding counties to our underserved counties. SINDIO Networks is working with eight other counties in the area and approached Winnebago County about the project. SINDIO has a project plan to apply for federal grants for broadband expansion and asked for geographical information that was provided to them through WINGIS.

**Motion to Adjourn.** Moved: Ms. Crosby, Seconded: Mr. Hoffman.  
Motion passed by unanimous voice vote.

Respectfully submitted,

Nancy Bleile  
Administrative Assistant



# Resolution Executive Summary

**Prepared By:** Facilities Maintenance  
**Committee:** Operations and Administrative Committee  
**Committee Date:** December 15, 2022  
**Resolution Title:** Resolution Awarding Annual Fire Alarm Inspection Services  
**County Code:** Winnebago County Purchasing Ordinance  
**Board Meeting Date:** December 22, 2022

**Budget Information:**

<b>Was item budgeted?</b>	Yes	<b>Appropriation Amount:</b>
<b>If not, explain funding source:</b>		
<b>ORG/OBJ/Project Code:</b>	Multiple by location	<b>Budget Impact:</b> None/Budgeted

**Background Information:**

Annually the County is required to hire a contractor to perform fire testing services for each of the numerous County-owned buildings.

In early November, the Purchasing Department issued an Initiation for Bid (IFB), solicitation number 22B-2256. The bid opportunity was sent to numerous contractors, posted on the Purchasing Department website, and advertised in the local newspaper, Rockford Register Star. A total of four vendors submitted their bids, see **Resolution Exhibit A - Bid Tab** for the final bid results. The award will be for two years with three, one-year renewal options.

**Recommendation:**

Shawn Franks recommends awarding bid 22B-2256 to the lowest responsible bidder, Nelbud Services, LLC.

**Contract/Agreement:**

The annual agreement will be in the form of a County issued Purchase Order.

**Follow-Up:**

Facilities staff will work with the successful contractor to perform the annual fire alarm testing services in each County owned building.

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

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

2022 CR

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**RESOLUTION AWARDING ANNUAL FIRE ALARM INSPECTION SERVICES**

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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; and,

**WHEREAS**, competitive bids were received for solicitation # 22B-2256 on December 6, 2022 for the following;

**ANNUAL FIRE ALARM INSPECTION SERVICES**

**WHEREAS**, the Operations and Administrative Committee of the County Board for the County of Winnebago, Illinois has reviewed the bids received for the aforementioned services and recommends awarding a contract to the most responsive and responsible Bidder with the low rate, as follows:

**NELBUD SERVICES, LLC.**  
**3331 WEST ELM STREET**  
**MCHENRY, ILLINOIS 60050**

**See Bid Tab for Pricing details (RESOLUTION EXHIBIT A)**

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

**VARIOUS ACCOUNTS**

**NOW, THEREFORE, BE IT RESOLVED**, by the County Board of the County of Winnebago, Illinois, that the County Director of Purchasing issue an award notice for a two (2) year contract term with three (3) one-year optional renewal terms to NELBUD SERVICES, LLC., 3331 WEST ELM STREET, MCHENRY, ILLINOIS 60050.

**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 Facilities Engineer, Director of Purchasing, Board Office, Finance Director and County Auditor.

Respectfully Submitted,  
**OPERATIONS AND ADMINISTRATIVE COMMITTEE**

**AGREE**

**DISAGREE**

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

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

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

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

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PAUL ARENA

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PAUL ARENA

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VALERIE HANSERD

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VALERIE HANSERD

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MICHAEL THOMPSON

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MICHAEL THOMPSON

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JOHN BUTITTA

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JOHN BUTITTA

\_\_\_\_\_  
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

## RESOLUTION EXHIBIT A

### BID TAB

#### ANNUAL FIRE ALARM INSPECTION SERVICES 22B-2256

BID OPENING 12/6/2022- 11:00 A.M.

VENDORS	NELBUD SERVICES, LLC.	PROCOM SYSTEMS, INC.	AFFILIATED CUSTOMER SERVICE, INC.	PER MAR SECURITY SERVICES
PRICE FOR ALL LOCATION INSPECTIONS	\$37,765.00	\$71,500.00	\$39,864.00	\$39,256.00
HOURLY RATE FOR REQUESTED EXTRA SERVICES	\$115.00	\$122.00	\$177.00	\$120.00



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

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

2022 CR

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**RESOLUTION APPROVING EMERGENCY AGREEMENT WITH TERRACON**

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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 fire 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 - Terracon Agreement and Resolution Exhibit B - Emergency Purchase Justification Form received for the aforementioned project and agrees with the emergency awarding of an agreement; and,

**NOW, THEREFORE, BE IT RESOLVED**, by the County Board of the County of Winnebago, Illinois that the County has issued, on behalf of the County of Winnebago, a services agreement with TERRACON, 192 EXCHANGE BOULEVARD, GLENDALE HEIGHTS, ILLINOIS 60139.

**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 AND ADMINISTRATIVE COMMITTEE**

**AGREE**

**DISAGREE**

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

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

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

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PAUL ARENA

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VALERIE HANSERD

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JOHN BUTITTA

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JOHN BUTITTA

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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



192 Exchange Boulevard  
Glendale Heights, IL 60139

P (630) 717-4263

F (630) 357-9489

[Terracon.com](http://Terracon.com)

December 2, 2022

Winnebago County State's Attorney  
424 North Springfield Ave  
Rockford, Illinois 61101

**Attn:** Mr. J. Hanley  
E: [jhanley@sao.wincoil.gov](mailto:jhanley@sao.wincoil.gov)  
P: (815) 319-4775

**Re:** Litigation Support Services, Indoor Environmental Quality Investigation & Initial Structural Integrity Assessment Winnebago County Courthouse Campus Fire Response  
400 West State Street, Rockford, IL  
Terracon Proposal No. P11227286

Dear Mr. Hanley:

This letter confirms the email engagement of Terracon Consultants, Inc. (Terracon) by the County of Winnebago, IL (Client) on November 25, 2022 as a subject matter expert related to the Winnebago County Courthouse Fire Response.

Mr. Eduardo Gasca, P.E. (Senior Project Manager) will lead this engagement with T.A. (Andy) Rowland III, CIH (Principal/Senior Industrial Hygiene Consultant) providing expert consulting services to you and your request and discretion. Ms. Brandy Howard, P.E., CIH, CSP (Senior Industrial Hygienist) will manage the completion of this project. Other local staff will support the project and perform most of the onsite work, unless other support is requested.

## 1.0 Project Information

Terracon understands that Winnebago County needs an IEQ assessment at the County Courthouse Campus located at 400 West State Street in Rockford, IL due to concerns caused by a fire in the basement, which occurred on approximately November 6, 2022. Currently, First Onsite Property Restoration, a remediation contractor, has been engaged and some level of remediation has occurred. The Client is seeking support in understanding when cleaning activities meet requirements such that the building can be reoccupied and would appreciate assistance with managing the job such that a phase re-occupancy of the building can occur. An initial assessment will also be performed to identify if the fire resulted in any significant structural integrity concerns and building systems functioning.

## 2.0 Scope of Services

Based on preliminary information, Terracon envisions undertaking the following tasks:

- Conduct a physical site walk to observe conditions and current status of the remediation efforts. An initial site walk was performed on November 24, 2022.
- Review available industrial hygiene reports and scope of work documents from the remediation contractor.
- Review client approved applicable and relevant comparative criteria, literature, regulations, and industry standards regarding fire restoration, and the potential for exposures, including data provided by the Illinois Environmental Protection Agency (IEPA), Illinois Department of Public Health (IDPH), the U.S. Occupational Safety and Health Administration (OSHA), the National Institute of Occupational Safety and Health (NIOSH), and other industry specific materials.
- Review available pertinent drawings, reports and photographs taken prior to remediation work. Perform an initial visual review of the structural components (floor slab, columns, beams, etc.) of the 1<sup>st</sup> floor to identify if the fire has resulted in any significant structural integrity concerns, and provide recommendations for further investigation, if warranted prior to occupancy of the building.
- Review available pertinent drawings, reports and photographs taken prior to remediation work. Coordinate with building maintenance management/client directly and certified/licensed installers to have fire alarm, fire suppression, fire proofing, plumbing, electrical, data, elevators, ventilation and building enclosure systems that visually identified to have had fire damage to the system(s). Receive written verification that the system is working properly in the building and approved by the governing authorities for occupancy permit. Provide visual architectural review of the emergency exiting, if contained work is continued and the building is partially occupied to meet current health and life safety codes. After initial reopening of partial building can provide proposal for fire damage in the basement for repair scope of work.
- Provide written reports and guidance regarding the release of areas of the building for re-occupancy and other documents as needed during the project once site conditions meet client approved criteria and further investigation as needed.

## Schedule

Services will continue based on a mutually agreeable schedule. Weekly progress meetings can be set where interim findings can be presented. A final report will be submitted within 15 business days after the completion of the project.

## Key Understandings

- Client will notify Terracon, in advance, of any operational changes or unique circumstance that might affect the scheduled sampling.
- Client will provide a point-of-contact during time on-site that will address questions regarding operations and site safety.
- Client will provide Terracon with a schematic plan of the building layout.
- The analysis, findings, and recommendations presented in the technical report will be based on the information collected as described in this proposal. Upon request, Terracon may provide verbal or electronic (interim) information to Client prior to completing the technical report. Terracon does not recommend sole reliance on interim information. Due to time constraints, such information may be based upon limited or incomplete information and data evaluation. Consequently, the content of the technical report takes precedence over any previously conveyed information.
- Client should be aware that the scope of services is limited to the areas and tasks identified above. This scope of work as defined by the Client is not intended to be a comprehensive occupational safety and health assessment, rather an exercise in documenting cleaning efforts in select portions of the building meet Client approved criteria. Monitoring at different times and locations may indicate different results. The analysis, comments, and recommendations presented in the technical report will be based on information provided by Client, observations at the time of the survey, and monitoring results.
- Terracon does not warrant the work of regulatory agencies, laboratories, or other third parties supplying information used in the compilation of reports.
- Sampling events to be completed by Terracon will be completed Monday through Friday, 8am – 4pm. If on-site sampling is required outside this schedule, please advise as those efforts are beyond the sampling included in the budget presented below.

## 3.0 Compensation

The scope of services described above will be invoiced on a time and materials basis based on the attached rate sheet. Terracon's will invoice on a four-week period basis. We estimate these services to be between \$55,000 and \$80,000 including the initial structural integrity review. Work beyond the initial scope (Change Orders) can be performed only with prior notice and written approval by the Client.

## 4.0 Authorization

If this Proposal is acceptable, please provide Terracon authorization to proceed by signing the attached Agreement for Services and returning a signed copy to Eduardo Gasca at [egasca@terracon.com](mailto:egasca@terracon.com). The terms, conditions, and limitations stated in the Agreement for Services (and sections of this proposal



incorporated therein), shall constitute the exclusive terms and conditions and services to be conducted for this project. This Proposal is valid only if authorized within 90 days from the proposal date.

We appreciate the opportunity to provide this proposal and look forward to working with you on this project. If we can provide any additional environmental, occupational health, safety-related, or other services, please call Eduardo Gasca at 773-412-7334.

Sincerely,

**Terracon Consultants, Inc.**

A handwritten signature in black ink, appearing to read 'Eduardo Gasca'.

Eduardo Gasca, P.E.  
Senior Project Manager

A handwritten signature in black ink, appearing to read 'T.A. Rowland III'.

T.A. (Andy) Rowland III, CIH  
Principal, National Manager  
Industrial Hygiene & Training Services

Attachment: Agreement for Services  
2022 Fee Schedule



## AGREEMENT FOR SERVICES

This **AGREEMENT** is between County of Winnebago, Illinois ("Client") and Terracon Consultants, Inc. ("Consultant") for Services to be provided by Consultant for Client on the Winnebago County Courthouse Campus project ("Project"), as described in Consultant's Proposal dated 11/23/2022 ("Proposal"), including but not limited to the Project Information section, unless the Project is otherwise described in Exhibit A to this Agreement (which section or Exhibit is incorporated into this Agreement).

- 1. Scope of Services.** The scope of Consultant's services is described in the Proposal, including but not limited to the Scope of Services section ("Services"), unless Services are otherwise described in Exhibit B to this Agreement (which section or exhibit is incorporated into this Agreement). Portions of the Services may be subcontracted. Consultant's Services do not include the investigation or detection of, nor do recommendations in Consultant's reports address the presence or prevention of biological pollutants (e.g., mold, fungi, bacteria, viruses, or their byproducts) or occupant safety issues, such as vulnerability to natural disasters, terrorism, or violence. If Services include purchase of software, Client will execute a separate software license agreement. Consultant's findings, opinions, and recommendations are based solely upon data and information obtained by and furnished to Consultant at the time of the Services.
- 2. Acceptance/ Termination.** Client agrees that execution of this Agreement is a material element of the consideration Consultant requires to execute the Services, and if Services are initiated by Consultant prior to execution of this Agreement as an accommodation for Client at Client's request, both parties shall consider that commencement of Services constitutes formal acceptance of all terms and conditions of this Agreement. Additional terms and conditions may be added or changed only by written amendment to this Agreement signed by both parties. In the event Client uses a purchase order or other form to administer this Agreement, the use of such form shall be for convenience purposes only and any additional or conflicting terms it contains are stricken. This Agreement shall not be assigned by either party without prior written consent of the other party. Either party may terminate this Agreement or the Services upon written notice to the other. In such case, Consultant shall be paid costs incurred and fees earned to the date of termination plus reasonable costs of closing the Project.
- 3. Change Orders.** Client may request changes to the scope of Services by altering or adding to the Services to be performed. If Client so requests, Consultant will return to Client a statement (or supplemental proposal) of the change setting forth an adjustment to the Services and fees for the requested changes. Following Client's review, Client shall provide written acceptance. If Client does not follow these procedures, but instead directs, authorizes, or permits Consultant to perform changed or additional work, the Services are changed accordingly and Consultant will be paid for this work according to the fees stated or its current fee schedule. If project conditions change materially from those observed at the site or described to Consultant at the time of proposal, Consultant is entitled to a change order equitably adjusting its Services and fee, with notice and acceptance by Client.
- 4. Compensation and Terms of Payment.** Client shall make all payments pursuant to the Illinois Local Government Prompt Payment Act, 50 ILCS 505/1 et seq.
- 5. Third Party Reliance.** This Agreement and the Services provided are for Consultant and Client's sole benefit and exclusive use with no third party beneficiaries intended. Reliance upon the Services and any work product is limited to Client, and is not intended for third parties other than those who have executed Consultant's reliance agreement, subject to the prior approval of Consultant and Client.
- 6. LIMITATION OF LIABILITY.** CLIENT AND CONSULTANT HAVE EVALUATED THE RISKS AND REWARDS ASSOCIATED WITH THIS PROJECT, INCLUDING CONSULTANT'S FEE RELATIVE TO THE RISKS ASSUMED, AND AGREE TO ALLOCATE CERTAIN OF THE ASSOCIATED RISKS. TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL AGGREGATE LIABILITY OF CONSULTANT (AND ITS RELATED CORPORATIONS AND EMPLOYEES) TO CLIENT AND THIRD PARTIES GRANTED RELIANCE IS LIMITED TO THE GREATER OF \$50,000 OR CONSULTANT'S FEE, FOR ANY AND ALL INJURIES, DAMAGES, CLAIMS, LOSSES, OR EXPENSES (INCLUDING ATTORNEY AND EXPERT FEES) ARISING OUT OF CONSULTANT'S SERVICES OR THIS AGREEMENT. PRIOR TO ACCEPTANCE OF THIS AGREEMENT AND UPON WRITTEN REQUEST FROM CLIENT, CONSULTANT MAY NEGOTIATE A HIGHER LIMITATION FOR ADDITIONAL CONSIDERATION IN THE FORM OF A SURCHARGE TO BE ADDED TO THE AMOUNT STATED IN THE COMPENSATION SECTION OF THE PROPOSAL. THIS LIMITATION SHALL APPLY REGARDLESS OF AVAILABLE PROFESSIONAL LIABILITY INSURANCE COVERAGE, CAUSE(S), OR THE THEORY OF LIABILITY, INCLUDING NEGLIGENCE, INDEMNITY, OR OTHER RECOVERY. THIS LIMITATION SHALL NOT APPLY TO THE EXTENT THE DAMAGE IS PAID UNDER CONSULTANT'S COMMERCIAL GENERAL LIABILITY POLICY.
- 7. Indemnity/Statute of Limitations.** Consultant and Client shall indemnify and hold harmless the other and their respective employees from and against legal liability for claims, losses, damages, and expenses to the extent such claims, losses, damages, or expenses are legally determined to be caused by their negligent acts, errors, or omissions. In the event such claims, losses, damages, or expenses are legally determined to be caused by the joint or concurrent negligence of Consultant and Client, they shall be borne by each party in proportion to its own negligence under comparative fault principles. Neither party shall have a duty to defend the other party, and no duty to defend is hereby created by this indemnity provision and such duty is explicitly waived under this Agreement. Causes of action arising out of Consultant's Services or this Agreement regardless of cause(s) or the theory of liability, including negligence, indemnity or other recovery shall be deemed to have accrued and the applicable statute of limitations shall commence to run not later than the date of Consultant's substantial completion of Services on the project.
- 8. Warranty.** Consultant will perform the Services in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions in the same locale. **EXCEPT FOR THE STANDARD OF CARE PREVIOUSLY STATED, CONSULTANT MAKES NO WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, RELATING TO CONSULTANT'S SERVICES AND CONSULTANT DISCLAIMS ANY IMPLIED WARRANTIES OR WARRANTIES IMPOSED BY LAW, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**
- 9. Insurance.** Consultant represents that it now carries, and will continue to carry: (i) workers' compensation insurance in accordance with the laws of the states having jurisdiction over Consultant's employees who are engaged in the Services, and employer's liability insurance (\$1,000,000); (ii) commercial general liability insurance (\$2,000,000 occ / \$4,000,000 agg); (iii) automobile liability insurance (\$2,000,000 B.I. and P.D. combined single limit); (iv) umbrella liability (\$5,000,000 occ / agg); and (v) professional liability insurance (\$1,000,000 claim / agg). Certificates of insurance will be provided upon request. Client and Consultant shall waive subrogation against the other party on all general liability and property coverage.
- 10. CONSEQUENTIAL DAMAGES.** NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR LOSS OF PROFITS OR REVENUE; LOSS OF USE OR OPPORTUNITY; LOSS OF GOOD WILL; COST OF SUBSTITUTE FACILITIES, GOODS, OR SERVICES; COST OF CAPITAL; OR FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT, PUNITIVE, OR EXEMPLARY DAMAGES.
- 11. Dispute Resolution.** Client shall not be entitled to assert a Claim against Consultant based on any theory of professional negligence unless and until Client has obtained the written opinion from a registered, independent, and reputable engineer, architect, or geologist that Consultant has violated the standard of care applicable to Consultant's performance of the Services. Client shall provide this opinion to Consultant and the parties shall endeavor to resolve the dispute within 30 days, after which Client may, and pursue its remedies at law. This Agreement shall be governed by and construed according to Illinois law.

- 12. Subsurface Explorations.** Subsurface conditions throughout the site may vary from those depicted on logs of discrete borings, test pits, or other exploratory services. Client understands Consultant's layout of boring and test locations is approximate and that Consultant may deviate a reasonable distance from those locations. Consultant will take reasonable precautions to reduce damage to the site when performing Services; however, Client accepts that invasive services such as drilling or sampling may damage or alter the site. Site restoration is not provided unless specifically included in the Services.
- 13. Testing and Observations.** Client understands that testing and observation are discrete sampling procedures, and that such procedures indicate conditions only at the depths, locations, and times the procedures were performed. Consultant will provide test results and opinions based on tests and field observations only for the work tested. Client understands that testing and observation are not continuous or exhaustive, and are conducted to reduce - not eliminate - project risk. Client shall cause all tests and inspections of the site, materials, and Services performed by Consultant to be timely and properly scheduled in order for the Services to be performed in accordance with the plans, specifications, contract documents, and Consultant's recommendations. No claims for loss or damage or injury shall be brought against Consultant by Client or any third party unless all tests and inspections have been so performed and Consultant's recommendations have been followed. Unless otherwise stated in the Proposal, Client assumes sole responsibility for determining whether the quantity and the nature of Services ordered by Client is adequate and sufficient for Client's intended purpose. Client is responsible (even if delegated to contractor) for requesting services, and notifying and scheduling Consultant so Consultant can perform these Services. Consultant is not responsible for damages caused by Services not performed due to a failure to request or schedule Consultant's Services. Consultant shall not be responsible for the quality and completeness of Client's contractor's work or their adherence to the project documents, and Consultant's performance of testing and observation services shall not relieve Client's contractor in any way from its responsibility for defects discovered in its work, or create a warranty or guarantee. Consultant will not supervise or direct the work performed by Client's contractor or its subcontractors and is not responsible for their means and methods. The extension of unit prices with quantities to establish a total estimated cost does not guarantee a maximum cost to complete the Services. The quantities, when given, are estimates based on contract documents and schedules made available at the time of the Proposal. Since schedule, performance, production, and charges are directed and/or controlled by others, any quantity extensions must be considered as estimated and not a guarantee of maximum cost.
- 14. Sample Disposition, Affected Materials, and Indemnity.** Samples are consumed in testing or disposed of upon completion of the testing procedures (unless stated otherwise in the Services). Client shall furnish or cause to be furnished to Consultant all documents and information known or available to Client that relate to the identity, location, quantity, nature, or characteristic of any hazardous waste, toxic, radioactive, or contaminated materials ("Affected Materials") at or near the site, and shall immediately transmit new, updated, or revised information as it becomes available. Client agrees that Consultant is not responsible for the disposition of Affected Materials unless specifically provided in the Services, and that Client is responsible for directing such disposition. In no event shall Consultant be required to sign a hazardous waste manifest or take title to any Affected Materials. Client shall have the obligation to make all spill or release notifications to appropriate governmental agencies. The Client agrees that Consultant neither created nor contributed to the creation or existence of any Affected Materials conditions at the site and Consultant shall not be responsible for any claims, losses, or damages allegedly arising out of Consultant's performance of Services hereunder, or for any claims against Consultant as a generator, disposer, or arranger of Affected Materials under federal, state, or local law or ordinance.
- 15. Ownership of Documents.** Work product, such as reports, logs, data, notes, or calculations, prepared by Consultant shall remain Consultant's property. Proprietary concepts, systems, and ideas developed during performance of the Services shall remain the sole property of Consultant. Files shall be maintained in general accordance with Consultant's document retention policies and practices.
- 16. Utilities.** Unless otherwise stated in the Proposal, Client shall provide the location and/or arrange for the marking of private utilities and subterranean structures. Consultant shall take reasonable precautions to avoid damage or injury to subterranean structures or utilities. Consultant shall not be responsible for damage to subterranean structures or utilities that are not called to Consultant's attention, are not correctly marked, including by a utility locate service, or are incorrectly shown on the plans furnished to Consultant.
- 17. Site Access and Safety.** Client shall secure all necessary site related approvals, permits, licenses, and consents necessary to commence and complete the Services and will execute any necessary site access agreement. Consultant will be responsible for supervision and site safety measures for its own employees, but shall not be responsible for the supervision or health and safety precautions for any third parties, including Client's contractors, subcontractors, or other parties present at the site. In addition, Consultant retains the right to stop work without penalty at any time Consultant believes it is in the best interests of Consultant's employees or subcontractors to do so in order to reduce the risk of exposure to unsafe site conditions. Client agrees it will respond quickly to all requests for information made by Consultant related to Consultant's pre-task planning and risk assessment processes.

Consultant: **Terracon Consultants, Inc.**  
By:  Date: **12/3/2022**  
Name/Title: **Theodore A. Rowland / National Manager**  
Address: **192 Exchange Blvd  
Glendale Heights, IL 60139-2089**  
Phone: **(630) 717-4263** Fax: **(630) 357-9489**  
Email: **Andy.Rowland@terracon.com**

Client: **County of Winnebago, Illinois**  
By:  Date: **12/5/2022**  
Name/Title: **Joe Chiarelli / County Chairman**  
Address: **404 Elm Street  
Rockford, IL 61101**  
Phone: **(815) 319-4234** Fax: \_\_\_\_\_  
Email: \_\_\_\_\_





## 2022 – ENVIRONMENTAL / FACILITIES SERVICES FEE SCHEDULE

### I. PROFESSIONAL SERVICES

	Hourly Rate
Principal / Senior Industrial Hygiene Consultant Testimony Rate.....	\$435.00
Principal / Senior Industrial Hygiene Consultant Lit Support.....	\$285.00
Senior Facilities Principal Consultant/Manager.....	\$275.00
Senior Project Manager.....	\$245.00
Senior Architect.....	\$215.00
Senior Industrial Hygienist.....	\$195.00
Facilities Professional.....	\$180.00
Senior Geologist.....	\$175.00
Senior Scientist.....	\$170.00
Project Manager.....	\$165.00
Project Engineer.....	\$160.00
Project Assistant.....	\$125.00
Senior Staff Engineer.....	\$125.00
Staff Industrial Hygienist.....	\$150.00
Staff Engineer.....	\$110.00 - \$115.00
Field Engineer.....	\$100.00
Field Scientist.....	\$95.00
Technician III.....	\$95.00
GIS Technician.....	\$95.00
Drafts Person/Cad Operator.....	\$95.00
Technician II.....	\$85.00
Technician I.....	\$80.00
Clerical/Administrative Staff.....	\$80.00

Services of Senior Principal Level/Professional Staff when high-level technical and/or legal issues  
 ..... \$285.00

### II. EXPENSES AND SUPPLIES

Vehicle Charge; Automobile or light Pick-up.....\$0.72/mile or \$150.00/week minimum  
 Vehicle Charge; 4-Wheel Drive or heavy-duty Vehicle.....\$0.95/mile or \$220.00/week minimum  
 Meal Per Diem.....\$ 59.00/day  
 Lodging Per Diem.....\$ 100.00/day  
 Miscellaneous charges, including analytical laboratory tests, shipping charges, .....Cost + 15%  
 rental equipment, outside labor, public transportation, materials, or other contracted services

### III. SAFETY EQUIPMENT

Personal Protective Equipment I.....\$ 65.00/day  
 (Includes standard tyvek, hard hat, safety glasses, boots, and gloves)  
 Personal Protective Equipment II.....\$ 75.00/day  
 (Includes polycoated tyvek, hard hat, safety glasses, boots, and gloves)  
 Supplies, additional Disposable Garments, Air Bottle Filling, Air Purifying Cartridges, etc. Cost + 15%  
 Specialized Monitoring & Respiratory Equipment.....Cost + 15%



# EMERGENCY PURCHASE JUSTIFICATION FORM

(PLEASE COMPLETE AND ATTACH TO MUNIS REQUISITION IF NEEDED)

ORG/OBJ/PROJECT	49400-43520-04901	REQUESTING DEPARTMENT: FACILITIES			
MANUFACTURER	TERRACON	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 W. STATE ST., ROCKFORD**

The purchase is for a new vendor to evaluate and perform any needed environmental testing services the County has determined are needed, in addition to First Onsite's mitigation services.

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. Mitigation now requires additional testing and evaluation services of a this new contractor.

REQUESTED SOURCE	TERRACON	MUNIS VENDOR NUMBER	
EMAIL	ANDY.ROWLAND@TERRACON.COM	CONTACT	ANDY ROWLAND
PHONE	630-717-4263	WEBSITE	TERRACON.COM

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 ADMINISTRATIVE COMMITTEE

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

  
REQUESTING DEPARTMENT

12/6/2022  
DATE

  
PURCHASING DEPARTMENT - REVIEWED DATE

  
CA OR CFO REVIEWED

12/6/22  
DATE



## Ordinance Executive Summary

**Prepared By:** Animal Services Department  
**Committee:** Operations & Administrative Committee  
**Committee Date:** December 15, 2022  
**Resolution Title:** Ordinance Amending Chapter 14 of the Winnebago County Code of Ordinances Regarding Registration Fees for Dogs and Cats

**County Code:** Sec. 14-116 – Fee Schedule

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

**Budget Information:**

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

**Background Information:**

The Winnebago County Ordinance (as well as State law) requires that all cats and dogs kept within the County must be inoculated against rabies and registered. State law requires that there be different registration fees for dogs and cats who are fertile and those who have been spayed or neutered. Registration fees have not been adjusted since 2008. Since that time, annual registration fees have been:

Dog fertile:	\$40
Dog altered:	\$25
Cat fertile:	\$30
Cat altered:	\$20

**Recommendation:** To amend ordinance to increase fees by \$5 for altered dogs and cats and \$10 for fertile dogs and cats. Amended fees as follows:

Dog fertile:	\$50
Dog altered:	\$30
Cat fertile:	\$40
Cat altered:	\$25

**Legal Review:** SAO prepared draft amendment to Sec. 14-116 – Fee Schedule.

**Follow-Up:** Winnebago County Animal Services will communicate the revised dog and cat registration fees when the 2023 registration tags are distributed.



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

2022 CO \_\_\_\_\_

SUBMITTED BY: OPERATIONS AND ADMINISTRATIVE COMMITTEE

SPONSORED BY: KEITH MCDONALD

**ORDINANCE AMENDING CHAPTER 14 OF THE  
WINNEBAGO COUNTY CODE OF ORDINANCES REGARDING REGISTRATION  
FEES FOR DOGS AND CATS**

WHEREAS, Chapter 14 of the Winnebago County Code of Ordinances is entitled “Animal Control Ordinance of Winnebago County”; and

WHEREAS, Section 14-116 of the Animal Control Ordinance of Winnebago County sets forth fees and charges for services rendered and registration of dogs and cats; and

WHEREAS, the Illinois Animal Control Act, 510 ILCS 5/1 *et seq.*, enables the County of Winnebago, Illinois to charge residents fees for registration of dogs and cats, provided that the registration fee of altered animals is at least ten dollars (\$10.00) less than the registration fee of unaltered animals; and

WHEREAS, the Illinois Animal Control Act promotes the general public health and welfare in that it provides a structure to minimize the possibility of rabies transmission, including a requirement that county animal registration be accompanied by proof that said animal is inoculated against rabies; and

WHEREAS, the County of Winnebago charges county residents registration fees to help provide funding for the implementation of a well-functioning Animal Services division; and

WHEREAS, the County of Winnebago recognizes that costs of maintaining a responsible and well-functioning Animal Services division have increased since the last registration fee increase in 2008; and

WHEREAS, Animal Services is recommending that the following registration fee changes be enacted.

NOW, THEREFORE, BE IT ORDAINED, by the County Board of the County of Winnebago, Illinois, that Chapter 14, Article IV, Section 14-116 of the Winnebago County Code of Ordinances is hereby amended to read as follows:

## **Sec. 14-116. - Fee schedule.**

The following fees and charges shall be paid prior to the rendition of services or release of the animal:

### *Service Fee*

#### (1) *Dog registration:* .....

- a. If the owner provides evidence that the dog has been spayed or neutered <sup>1</sup>, or the dog is under one year of age, annually .....\$ 30.00
- b. If the dog is fertile, annually .....50.00
- c. If the owner is in possession of a valid hobby breeder and exhibitor permit, annually .....25.00
- d. Hobby breeder and exhibitor permit, annually .....30.00

#### (2) *Cat registration:* .....

- a. If the owner provides evidence that the cat has been spayed or neutered <sup>1</sup>, or the cat is under one year of age, annually .....25.00
- b. If the cat is fertile, annually .....40.00
- c. If the owner is in possession of a valid hobby breeder and exhibitor permit, annually .....20.00
- d. Hobby breeder and exhibitor permit, annually .....30.00

#### (3) *Vaccination for reclaimed animals* .....12.00

#### (4) *Room and board:* .....

- a. Per day, per dog <sup>2</sup> .....12.00
- b. Per day, per cat <sup>2</sup> .....8.00
- c. Per day, per animal quarantined for biting <sup>2</sup> .....20.00
- d. Per day, per cat quarantined for biting <sup>2</sup> .....15.00

#### (5) *Biting animals:*

- a. Veterinary examination for biter animals .....25.00
- b. Owner release of biter animals .....No charge

#### (6) *Handling charge for impounded animals:*

- a. Animals wearing current registration tags, or having a department-approved identification implant, at the time of impoundment: .....  
For first offense .....15.00  
For second offense .....50.00  
For any subsequent offense .....75.00
- b. Animals not wearing current registration tags, nor having a department-approved identification implant, at the time of impoundment .....35.00

#### (7) *Adoption:*

- a. Dogs: All dogs .....150.00
- b. Cats: .....  
Cats up to 1 year old .....85.00  
Cats 1 year and older .....40.00  
All dogs and cats shall be spayed or neutered, registered, vaccinated, and receive preventative health care before adoption.
- c. Exotic:  
Preventative health care .....20.00

- d. Small mammal:  
Preventative health care .....7.00
- (8) *Euthanasia per dog or cat at owner's request for low income only*<sup>3</sup>:
  - a. Cat, brought in to facility .....37.00
  - b. Cat, pick up .....55.00
  - c. Dog, brought in to facility .....50.00
  - d. Dog, pick up .....60.00
- (9) *Owner release of unwanted animals*:
  - a. Where the owner is a resident of the county:
    - 1. Per adult dog .....25.00
    - 2. Per adult cat .....20.00
  - b. Where the owner is a resident of the county, per puppy or kitten under three months of age .....5.00
  - c. For animals other than dogs or cats brought to the facility .....7.00
  - d. For dog, cat or other animal picked up at owner's home in the county, per dog, cat or other animal .....35.00
  - e. For each additional puppy or kitten under three months of age picked up at owner's home in the county .....5.00
- (10) *Disposal of dead animals*:
  - a. Dogs brought to the facility .....25.00
  - b. Dogs picked up by officer .....45.00
  - c. Cats brought to the facility .....15.00
  - d. Cats picked up by officer .....35.00
- (11) *Duplicate license fee* .....5.00
- (12) *Microchip per dog or cat* .....35.00
- (13) *2nd offense owned running at large fees*:
  - a. Spay of dog .....175.00
  - b. Neuter of dog .....145.00
  - c. Additional fine .....25.00
- (14) *Low income only*<sup>3</sup>*spay/neuter voucher* .....20.00

<sup>1</sup> Acceptable evidence of alteration consists of certification by the veterinarian performing the alteration procedure or a notarized statement made by the seller of the animal indicating that it had been spayed or neutered while in his/her possession.

<sup>2</sup> For any part of a day that the animal is in the custody of the shelter.

<sup>3</sup> Low income county residents who are eligible for the Food Stamp Program or Social Security Disability Benefits Program.

The chairman of the county board is authorized to enact a temporary registration fee reduction at his or her discretion, in order to promote compliance with sections [14-66](#) and [14-67](#) of this code, provided a) that any such reduction complies with Section 3 of the Illinois Animal Control Act (510 ILCS 5/3) as now enacted, or hereafter amended, including maintaining a minimum differential often \$10.00 between altered and unaltered animals, with \$10.00 of that differential to be deposited county animal population control fund or in the state's pet population control fund and b) that any such reduction is enacted to assist low-income pet owners to become in compliance with sections [14-66](#) and [14-67](#) of this Code.

The animal services administrator is authorized to modify adoption fees set forth in subsection (7) above, and room and board fees set forth in subsection (4) above, and handling charge fees set forth in subsection (6) above, to promote the reduction in the number of animals being held at the county shelter. The animal services administrator shall provide a report to the county administrator each month which sets forth the fees that have been modified, or waived in each subsection above, including the total values of modifications and waivers in each subsection.

BE IT FURTHER ORDAINED, that this Ordinance shall be effective upon its adoption.

BE IT FURTHER ORDAINED, that the Clerk of the County Board is hereby directed to prepare and deliver a certified copy of this Ordinance to the County Administrator and Administrator of the Winnebago County Animal Services Department.

Respectfully Submitted,  
**OPERATIONS AND ADMINISTRATIVE COMMITTEE**

**AGREE**

**DISAGREE**

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

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

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

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

\_\_\_\_\_  
PAUL ARENA

\_\_\_\_\_  
PAUL ARENA

\_\_\_\_\_  
VALERIE HANSERD

\_\_\_\_\_  
VALERIE HANSERD

\_\_\_\_\_  
MICHAEL THOMPSON

\_\_\_\_\_  
MICHAEL THOMPSON

\_\_\_\_\_  
JOHN BUTITTA

\_\_\_\_\_  
JOHN BUTITTA

\_\_\_\_\_  
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



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

2022 CO \_\_\_\_

SPONSORED BY: JOHN GUEVARA

**ORDINANCE AMENDING CHAPTER 2, ARTICLE II, DIVISION 4 OF THE  
WINNEBAGO COUNTY CODE RELATING TO THE RULES OF  
PROCEDURE OF THE COUNTY BOARD OF THE  
COUNTY OF WINNEBAGO, ILLINOIS**

WHEREAS, the County Board of the County of Winnebago, Illinois, desires to amend their Rules of Procedure, as currently contained in Division 4 of Chapter 2, Article II, of the Winnebago County Code of Ordinances; and

WHEREAS, pursuant to section 7(c) of the Illinois Open Meetings Act, (5 ILCS 120/7(c)) (the “Act”), “A majority of the public body may allow a member to attend a meeting by other means only in accordance with and to the extent allowed by rules adopted by the public body”; and

WHEREAS, the Winnebago County Board has determined that it is appropriate to adopt procedures to allow members of the public body to attend meetings of the public body by other means (video or audio conference), and satisfy the requirements of the Act and as further provided herein; and

WHEREAS, the Winnebago County Board also desires to adopt a rule regarding the establishment of seating positions of board members for County Board meetings.

NOW, THEREFORE, BE IT ORDAINED, by the County Board of the County of Winnebago, Illinois, that Chapter 2, Article II, Division 4, Sections 2-91 and 2-92 of the Winnebago County Code of Ordinances is hereby amended to read as follows:

**Section 2-91. Attendance by Other Means (Video or Audio Conference)**

(a) In accordance with the Illinois Open Meetings Act (5 ILCS 120/1 et. seq.), a County Board member may attend regular or special meetings for all public bodies of the County Board by other means (video or audio conference) if the member is prevented from physically attending because of:

- (1) personal illness or disability;
- (2) employment purposes or the business of the public body; or

- (3) a family or other emergency.
- (b) A member wishing to attend a regular or special meeting by other means must notify the Clerk of the County Board and County Board Office at least seven (7) days before the meeting, unless advance notice is impractical.
- (c) After a roll call vote establishing that a quorum is physically present, any member physically present may make a motion to permit another member to participate by other means. Such motion shall include the reason for the absence.
- (d) All members physically present are permitted to vote on whether such participation will be allowed and the motion must be approved by a vote of a majority of those members physically present.
- (e) A member attending by other means shall be considered present at the meeting and entitled to discuss and vote on any matter before the public body, as if the member were physically present at the meeting. The meeting minutes shall reflect if a member is attending by other means.
- (f) A member shall maintain proper decorum as if the member were physically present at the meeting and comply with all county board rules and procedures previously adopted and adhered to.
- (g) The member attending by other means and all members physically present must be able to communicate effectively, and members of the public must be able to hear all discussion, testimony and votes.
- (h) No more than two (2) members may attend a meeting by other means without being physically present at the meeting location.
- (i) Attendance by other means by any member is prohibited for closed sessions.

#### **Section 2-92. Seating Positions for County Board meetings**

The caucus leader of the majority party shall establish the seating positions of board members for County Board meetings.

BE IT FURTHER ORDAINED, that this Ordinance shall be in full force and effect immediately upon signing.

BE IT FURTHER ORDAINED, that the Clerk of the County Board shall provide a certified copy of this Ordinance upon its adoption to the County Board Chairman and the Chairmen of the Republican and Democratic caucuses and shall direct that the Department of Information Technology take appropriate action to revise the Code of Ordinances on the County Website so as to be consistent with the terms of this Ordinance.

Respectfully submitted,

**OPERATIONS AND ADMINISTRATIVE COMMITTEE**

**AGREE**

**DISAGREE**

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

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

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

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

\_\_\_\_\_  
Michael Thompson

\_\_\_\_\_  
Michael Thompson

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

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

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

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

\_\_\_\_\_  
Valerie Hanserd

\_\_\_\_\_  
Valerie Hanserd

\_\_\_\_\_  
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

Attested by:

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

## **Section 2-91. Attendance by Other Means (Video or Audio Conference)**

(a) In accordance with the Illinois Open Meetings Act (5 ILCS 120/1 et. seq.), a County Board member may attend regular or special meetings for all public bodies of the County Board by other means (video or audio conference) if the member is prevented from physically attending because of:

- (1) personal illness or disability;
- (2) employment purposes or the business of the public body; or
- (3) a family or other emergency.

(b) A member wishing to attend a regular or special meeting by other means must notify the Clerk of the County Board and County Board Office at least seven (7) days before the meeting, unless advance notice is impractical.

(c) After a roll call vote establishing that a quorum is physically present, any member physically present may make a motion to permit another member to participate by other means. Such motion shall include the reason for the absence.

(d) All members physically present are permitted to vote on whether such participation will be allowed and the motion must be approved by a vote of a majority of those members physically present.

(e) A member attending by other means shall be considered present at the meeting and entitled to discuss and vote on any matter before the public body, as if the member were physically present at the meeting. The meeting minutes shall reflect if a member is attending by other means.

(f) A member shall maintain proper decorum as if the member were physically present at the meeting and comply with all county board rules and procedures previously adopted and adhered to.

(g) The member attending by other means and all members physically present must be able to communicate effectively, and members of the public must be able to hear all discussion, testimony and votes.

(h) No more than two (2) members may attend a meeting by other means without being physically present at the meeting location.

(i) Attendance by other means by any member is prohibited for closed sessions.

## **Section 2-92. Seating Positions for County Board meetings**

The caucus leader of the majority party shall establish the seating positions of board members for County Board meetings.

**Open Meetings Act- 5 ILCS 120/7**

(5 ILCS 120/7)

Sec. 7. Attendance by a means other than physical presence.

(a) If a quorum of the members of the public body is physically present as required by Section 2.01, a majority of the public body may allow a member of that body to attend the meeting by other means if the member is prevented from physically attending because of: (i) personal illness or disability; (ii) employment purposes or the business of the public body; or (iii) a family or other emergency. "Other means" is by video or audio conference.

(b) If a member wishes to attend a meeting by other means, the member must notify the recording secretary or clerk of the public body before the meeting unless advance notice is impractical.

(c) A majority of the public body may allow a member to attend a meeting by other means only in accordance with and to the extent allowed by rules adopted by the public body. The rules must conform to the requirements and restrictions of this Section, may further limit the extent to which attendance by other means is allowed, and may provide for the giving of additional notice to the public or further facilitate public access to meetings.

(d) The limitations of this Section shall not apply to (i) closed meetings of (A) public bodies with statewide jurisdiction, (B) Illinois library systems with jurisdiction over a specific geographic area of more than 4,500 square miles, (C) municipal transit districts with jurisdiction over a specific geographic area of more than 4,500 square miles, or (D) local workforce innovation areas with jurisdiction over a specific geographic area of more than 4,500 square miles or (ii) open or closed meetings of State advisory boards or bodies that do not have authority to make binding recommendations or determinations or to take any other substantive action. State advisory boards or bodies, public bodies with statewide jurisdiction, Illinois library systems with jurisdiction over a specific geographic area of more than 4,500 square miles, municipal transit districts with jurisdiction over a specific geographic area of more than 4,500 square miles, and local workforce investment areas with jurisdiction over a specific geographic area of more than 4,500 square miles, however, may permit members to attend meetings by other means only in accordance with and to the extent allowed by specific procedural rules adopted by the body. For the purposes of this Section, "local workforce innovation area" means any local workforce innovation area or areas designated by the Governor pursuant to the federal Workforce Innovation and Opportunity Act or its reauthorizing legislation.

(e) Subject to the requirements of Section 2.06 but notwithstanding any other provision of law, an open or closed meeting subject to this Act may be conducted by audio or video conference, without the physical presence of a quorum of the members, so long as the following conditions are met:

(1) the Governor or the Director of the Illinois Department of Public Health has issued a disaster declaration related to public health concerns because of a disaster as defined in Section 4 of the Illinois Emergency Management Agency Act, and all or part of the jurisdiction of the public body is covered by the disaster area;

(2) the head of the public body as defined in

subsection (e) of Section 2 of the Freedom of Information Act determines that an in-person meeting or a meeting conducted under this Act is not practical or prudent because of a disaster;

(3) all members of the body participating in the meeting, wherever their physical location, shall be verified and can hear one another and can hear all discussion and testimony;

(4) for open meetings, members of the public present at the regular meeting location of the body can hear all discussion and testimony and all votes of the members of the body, unless attendance at the regular meeting location is not feasible due to the disaster, including the issued disaster declaration, in which case the public body must make alternative arrangements and provide notice pursuant to this Section of such alternative arrangements in a manner to allow any interested member of the public access to contemporaneously hear all discussion, testimony, and roll call votes, such as by offering a telephone number or a web-based link;

(5) at least one member of the body, chief legal counsel, or chief administrative officer is physically present at the regular meeting location, unless unfeasible due to the disaster, including the issued disaster declaration; and

(6) all votes are conducted by roll call, so each member's vote on each issue can be identified and recorded.

(7) Except in the event of a bona fide emergency, 48 hours' notice shall be given of a meeting to be held pursuant to this Section. Notice shall be given to all members of the public body, shall be posted on the website of the public body, and shall also be provided to any news media who has requested notice of meetings pursuant to subsection (a) of Section 2.02 of this Act. If the public body declares a bona fide emergency:

(A) Notice shall be given pursuant to subsection

(a) of Section 2.02 of this Act, and the presiding officer shall state the nature of the emergency at the beginning of the meeting.

(B) The public body must comply with the verbatim recording requirements set forth in Section 2.06 of this Act.

(8) Each member of the body participating in a meeting by audio or video conference for a meeting held pursuant to this Section is considered present at the meeting for purposes of determining a quorum and participating in all proceedings.

(9) In addition to the requirements for open meetings under Section 2.06, public bodies holding open meetings under this subsection (e) must also keep a verbatim record of all their meetings in the form of an audio or video recording. Verbatim records made under this paragraph (9) shall be made available to the public under, and are otherwise subject to, the provisions of Section 2.06.

(10) The public body shall bear all costs associated with compliance with this subsection (e).

(Source: P.A. 100-477, eff. 9-8-17; 101-640, eff. 6-12-20.)

<https://ilga.gov/legislation/ilcs/ilcs3.asp?ActID=84&ChapterID=2>