



WINNEBAGO COUNTY

— ILLINOIS —

AGENDA

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

Thursday, August 25, 2022
6:00 p.m.

1. **Call to Order** Chairman Joseph Chiarelli
2. **Invocation and Pledge of Allegiance** Board Member Dave Tassoni
3. **Agenda Announcements** Chairman Joseph Chiarelli
4. **Roll Call** Clerk Lori Gummow
5. **Awards, Presentations, Public Hearings, Public Participation and Proclamations**
 - A. Awards – None
 - B. Presentations – None
 - C. Public Hearings – None
 - D. Public Participation
 - E. Proclamations – None
6. **Approval of Minutes** Chairman Joseph Chiarelli
 - A. Approval of July 28, 2022 minutes
 - B. Layover of August 11, 2022 minutes
7. **Consent Agenda**.....Chairman Joseph Chiarelli
 - A. Raffle Report
 - B. Auditor's Report
8. **Appointments (Per County Board rules, Board Chairman appointments require a 30 day layover unless there is a suspension of the rule).**
 - A. Winnebago County Board of Health, Compensation: None
 1. Alderman Mark Bonne (City of Rockford Appointment), Rockford, Illinois, June 1, 2022 to June 30, 2023
9. **Reports of Standing Committees**.....Chairman Joseph Chiarelli
 - A. Finance Committee Jaime Salgado, Committee Chairman

1. Committee Report
 2. Resolution Authorizing a Lump Sum Payment from American Rescue Plan (ARP) Funds to Eligible Non-Bargaining Unit Employees in Specific County Departments
 3. Resolution Authorizing an Increase in the Salary of the Winnebago County Public Defender
- B. Zoning Committee**Jim Webster, Committee Chairman**
Planning and/or Zoning Requests:
1. Z-05-22 A map amendment to rezone 10.76 +-acres from the AG, Agricultural Priority District to the RA, Rural Agricultural Residential District (a sub-district of the RA District) for the property that is commonly known as 8XXX McCurry Road, Roscoe, IL 61073 in Roscoe Township, District 4, to be laid over
 2. Z-06-22 A map amendment to rezone 0.34 +-acres from the AG, Agricultural Priority District to the R1, Single Family Residential District for the property that is commonly known as 3738 Mill Road, Cherry Valley, IL 61016 in Cherry Valley Township, District 11, to be laid over
 3. Committee Report
- C. Economic Development Committee.....**John Sweeney, Committee Chairman**
1. Committee Report
- D. Operations and Administrative Committee.....**Keith McDonald, Committee Chairman**
1. Committee Report
- E. Public Works Committee**Dave Tassoni, Committee Chairman**
1. Committee Report
2. (22-030) Resolution Authorizing an Intergovernmental Agreement between the County of Winnebago and the County of Stephenson for Roadway Maintenance
Cost: \$N/A C.B. District: County Wide
3. (22-031) Resolution Authorizing the Operation of Non-Highway Vehicles on South Street (CH 62) and Crowley Road (CH 79) within the Village of Durand
Cost: \$n/a C.B. District: 2
- F. Public Safety and Judiciary Committee.....**Burt Gerl, Committee Chairman**
1. Committee Report
2. Resolution of Intent to Establish the Winnebago County Citizens Crime Commission
3. Resolution Accepting Award and Authorizing Service Agreement for Police Services for the Winnebago County Forest Preserve District
4. Resolution Authorizing the Chairman of the County Board to Execute a Winnebago County Mental Health Board Funding Agreement and Services Agreements
10. Unfinished Business**Chairman Joseph Chiarelli**
11. New Business.....**Chairman Joseph Chiarelli**
(Per County Board rules, passage will require a suspension of Board rules).
12. Announcements & Communications **Clerk Lori Gummow**

A. Correspondence (see packet)

13. AdjournmentChairman Joseph Chiarelli

Next Meeting: Thursday, September 8, 2022

**Awards,
Presentations,
Public Hearings,
Public Participation &
Proclamations**

Approval of Minutes

**REGULAR ADJOURNED MEETING
WINNEBAGO COUNTY BOARD
JULY 28, 2022**

1. Chairman Chiarelli Called to Order the Regular Adjourned Meeting of the Winnebago County Board for Thursday, July 28, 2022 at 6:00 p.m.
2. Board Member Salgado gave the invocation and led the Pledge of Allegiance.
3. Agenda Announcements: None
4. Roll Call: 17 Present. 3 Absent. (Board Members Arena, Booker, Crosby, Fellars, Gerl, Goral, Kelley, Lindmark, McCarthy, McDonald, Nabors, Redd, Salgado, Schultz, Tassoni, Webster and Wescott were present. (Board Members Butitta, Hoffman and Sweeney were absent.)

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

5. Awards - None
- Presentations - None
- Public Hearings - None
- Public Participation- Reverend Earl Dotson Sr. spoke of economic development for west side Rockford.
- Nancy Edwardson spoke of the Winnebago County Clerk's Office.
- Proclamations - None

APPROVAL OF MINUTES

6. Chairman Chiarelli entertained a motion to approve the Minutes. Board Member Wescott made a motion to approve County Board Minutes of June 23, 2022 and layover County Board Minutes of July 14, 2022, seconded by Board Member Lindmark. Motion was approved by a unanimous vote of all members present. (Board Members Butitta, Hoffman, and Sweeney were absent.)

CONSENT AGENDA

7. Chairman Chiarelli entertained a motion to approve the Consent Agenda for July 28, 2022. Board Member Redd made a motion to approve the Consent Agenda which includes the Raffle Report

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

APPOINTMENTS

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

REPORTS FROM STANDING COMMITTEES

FINANCE COMMITTEE

9. Board Member Salgado read in for the first reading of an Ordinance for the Approval of Budget Amendment for the Health Department IDPH Covid-19 Grant to be Laid Over. Board Member Salgado moved to suspend the rules, seconded by Board Member Goral. Motion was approved by a unanimous vote of all members present. (Board Members Butitta, Hoffman, and Sweeney were absent.) Board Member Salgado moved to approve the Ordinance, seconded by Board Member Goral. Motion was approved by a unanimous vote of all members present. (Board Members Butitta, Hoffman, and Sweeney were absent.)
10. Board Member Salgado read in for the first reading of an Ordinance for the Approval of Budget Amendment for the ARP Phase 3 Public Safety Initiative to be Laid Over.

ZONING COMMITTEE

11. No Report.

ECONOMIC DEVELOPMENT

12. Board Member Redd made a motion to approve a Resolution Allocating Five Million Dollars (\$5,000,000) of Host Fee Funds Over a Five (5) Year Period to the Winnebago County Highway Department for Capital Improvement Public Infrastructure Needs, seconded by Board Member Tassoni. Discussion by Board Members Tassoni, Salgado, and Goral. Motion was approved by a unanimous vote of all members present. (Board Members Butitta, Hoffman, and Sweeney were absent.)
13. Board Member Redd made a motion to approve a Resolution Approving the American Rescue Plan (ARP) Funds for Economic Impact Program for the Chairman's Initiative Group One (1) Projects, seconded by Board Member Fellars. Motion was approved by a unanimous vote of all members present. (Board Members Butitta, Hoffman, and Sweeney were absent.)

OPERATIONS & ADMINISTRATIVE COMMITTEE

14. Board Member McDonald made a motion to approve a Resolution to Appoint Precinct Election Judges, seconded by Board Member Redd. Motion was approved by a unanimous vote of all members present. (Board Members Butitta, Hoffman, and Sweeney were absent.)
15. Board Member McDonald made a motion to approve a Resolution Authorizing the Chairman of the County Board to Execute a First Amendment to an Intergovernmental Agreement for Information Technology Support Services with Region 1 Planning Council, seconded by Board Member Lindmark. Motion was approved by a unanimous vote of all members present. (Board Members Butitta, Hoffman, and Sweeney were absent.)
16. Board Member McDonald made a motion to approve a Resolution Awarding Bids for Window Cleaning Services, seconded by Board Member Nabors. Motion was approved by a unanimous vote of all members present. (Board Members Butitta, Hoffman, and Sweeney were absent.)
17. Board Member McDonald made a motion to approve a Resolution Amending the Organizational Structure of the County Board of the County of Winnebago, Illinois, seconded by Board Member Arena. Motion was approved by a unanimous vote of all members present. (Board Members Butitta, Hoffman, and Sweeney were absent.)
18. Board Member McDonald made a motion to approve a Resolution Amending the County Administrator Employment Agreement Between the County of Winnebago, Illinois and Patrick J. Thompson, seconded by Board Member Webster. Motion was approved by a unanimous vote of all members present. (Board Members Butitta, Hoffman, and Sweeney were absent.)
19. Board Member McDonald read in for the first reading of an Ordinance Amending Sections 2-49 (Duties of the County Board Chairman) and 2-124 (Duties of the County Administrator) of the Winnebago County Code of Ordinances to be Laid Over.

PUBLIC WORKS

20. Board Member Tassoni made a motion to approve (22-023) Resolution Authorizing the Award of a Bid for Resurfacing Lyford Road from Rote Road to Spring Creek Road – Rockford Township Project (Section: 22-09000-02-RS), seconded by Board Member McCarthy. Motion was approved by a unanimous vote of all members present. (Board Members Butitta, Hoffman, and Sweeney were absent.)
21. Board Member Tassoni made a motion to approve (22-024) Resolution Authorizing the Execution of a Local Public Agency Engineering Services Agreement with ARC Design Resources, Inc. for the Design of Intersection Improvements at Guilford and Bell School Roads for Appropriating Motor Fuel Tax Funds (Section: 20-00676-00-WR), seconded by Board Member McCarthy. Motion was approved by a unanimous vote of all members present. (Board Members Butitta, Hoffman, and Sweeney were absent.)
22. Board Member Tassoni made a motion to approve (22-025) a Resolution Authorizing an Intergovernmental Agreement Between the County of Winnebago, the City of South Beloit and the Village of Roscoe, Rockton and Cherry Valley for the Administration of Illinois Department of Commerce and Economic Opportunity Grant Funds (Section: 20-00676-00-WR), seconded by Board Member Lindmark. Motion was approved by a unanimous vote of all members present. (Board Members Butitta, Hoffman, and Sweeney were absent.)

23. Board member Tassoni made a motion to approve (22-026) Award of Bid for Mulford Road Resurfacing from Harrison Avenue to Sandy Hollow Road and for Appropriating Rebuild Illinois Funds (Section 22-00708-00-RS), seconded by Board Member Gerl. Discussion by County Engineer Molina and Board Members McCarthy and Tassoni. Motion was approved by a unanimous vote of all members present. (Board Members Butitta, Hoffman, and Sweeney were absent.)
24. Board Member Tassoni made a motion to approve (22-027) Award of Bid for Prairie Hill Road Resurfacing from IL Rte. 2 to IL Rte. 251 and for Appropriating Rebuild Illinois Funds (Section 21-00701-00-RS), seconded by Board Member Gerl. Discussion by County Engineer Molina and Board Member Webster. Motion was approved by a unanimous vote of all members present. (Board Members Butitta, Hoffman, and Sweeney were absent.)
25. Board Member Tassoni made a motion to approve (22-028) Award of Bid for Charles Street Resurfacing from Alpine Road to Mulford Road and for Appropriating Rebuild Illinois Funds (Section 21-00678-00-RS), seconded by Board Member Nabors. Motion was approved by a unanimous vote of all Members present. (Board Members Butitta, Hoffman, and Sweeney were absent.) Discussion by County Engineer Molina and Board Member Nabors.
26. Board Member Tassoni made a motion to approve (22-029) Resolution Awarding Quotes for Supplying Electricity for Traffic Signals and Highway Lighting (Rate to be locked in on July 28, 2022 after CB approval), seconded by Board Member McCarthy. Discussion by County Engineer Molina and Board Member Tassoni. Motion was approved by a unanimous vote of all members present. (Board Members Butitta, Hoffman, and Sweeney were absent.)

PUBLIC SAFETY AND JUDICIARY COMMITTEE

27. Board Member Gerl made a motion to approve a Resolution Approving an Intergovernmental Agreement Between the Winnebago County Sheriff's Office and Other Municipalities Within the County of Winnebago for Major Crash Assistance Team, seconded by Board Member Lindmark. Motion was approved by a unanimous vote of all members present. (Board Members Butitta, Hoffman, and Sweeney were absent.)

UNFINISHED BUSINESS

28. Board Member Webster thanked Board Member Wescott for making a plaque.
Board Member McCarthy spoke of the Rock River Disposal fee of \$250.00.

NEW BUSINESS

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

Board Member Arena made a motion to suspend the rules on Item A. (as listed below.), seconded by Board Member Nabors. Motion to suspend was approved by a unanimous vote of all members present. (Board Members Butitta, Hoffman, and Sweeney were absent.) Board

Member Arena made a motion to approve, seconded by Board Member Nabors. Motion was approved by a unanimous vote of all members present.

A. Resolution Declaring Vacancy in the Office of the Winnebago County Coroner

ANNOUNCEMENTS & COMMUNICATION

30. Chief Deputy Clerk Watts submitted the Items Listed Below as Correspondence which were "Placed on File" by Chairman Chiarelli:
- A. Chief Deputy Clerk Watts received from the United States Nuclear Regulatory Commission Federal Register / Vol. 87, No. 132 / Tuesday, July 12, 2022 / Notices.
 - B. Chief Deputy Clerk Watts received from the Illinois Environmental Protection Agency a Public Notice Proposed Issuance of a Federally Enforceable State Operating Permit J.L. Clark LLC in Rockford.
 - C. Chief Deputy Clerk Watts received from Mediacom a letter regarding Mediacom Annual Customer Service Report.

ADJOURNMENT

31. Chairman Chiarelli entertained a motion to adjourn. County Board Member Webster moved to adjourn the meeting, Motion was approved by a voice vote. (Board Members Butitta, Hoffman, and Sweeney were absent.) The meeting was adjourned at 6: 33 p.m.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Allen E. Watts", written over a horizontal line.

Allen Watts

Chief Deputy Clerk

ar

REVISED
REGULAR ADJOURNED MEETING
WINNEBAGO COUNTY BOARD
AUGUST 11, 2022

1. Chairman Chiarelli Called to Order the Regular Adjourned Meeting of the Winnebago County Board for Thursday, August 11, 2022 at 6:00 p.m.
2. Board Member Schultz gave the invocation and led the Pledge of Allegiance.
3. Agenda Announcements:

County Administrator Thompson announced he spoke to Board Member Salgado regarding an adjustment to the Finance Committee.

County Administrator Thompson reminded Chairman Chiarelli that after the appointment of Mrs. Muraski he will conduct an Oath of Office.
4. Roll Call: 19 Present. 1 Absent. (Board Members Arena, Booker, Butitta, Crosby, Gerl, Goral, Hoffman, Kelley, Lindmark, McCarthy, McDonald, Nabors, Redd, Salgado, Schultz, Sweeney, Tassoni, Webster and Wescott were present. (Board Member Fellars was absent.)

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

5. Awards - None

 Presentations - None

 Public Hearings - None

 Public Participation- Pamela Harding spoke against abortion clinics in Winnebago County.

 Reverend Earl Dotson Sr. spoke of economic development for west side Rockford.

 Proclamations - None

APPROVAL OF MINUTES

6. Chairman Chiarelli entertained a motion to approve the Minutes. Board Member Hoffman made a motion to approve County Board Minutes of July 14, 2022 and layover County Board Minutes of July 28, 2022, seconded by Board Member Lindmark. Motion was approved by a unanimous vote of all members present. (Board Member Fellars was absent.)

CONSENT AGENDA

7. Chairman Chiarelli entertained a motion to approve the Consent Agenda for August 11, 2022. Board Member Gerl made a motion to approve the Consent Agenda which includes the Raffle Report and Auditor's Report, seconded by Board Member Crosby. Motion was approved by a unanimous vote of all members present. (Board Member Nabors abstained.) (Board Member Fellars was absent.)

APPOINTMENTS

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

Board Member Arena made a motion to suspend the rules on the Appointment (as listed below), seconded by Board Member Sweeney. Motion was approved by a unanimous vote of all members present. (Board Member Fellars was absent.) Board Member Arena made a motion to approve the Appointment, seconded by Board Member Gerl. Discussion by Chairman Chiarelli and Board Members Redd and Arena. Motion was approved by a unanimous vote of all members present. (Board Member Redd voted no.) (Board Member Fellars was absent.)

A. Interim Winnebago County Coroner Compensation: \$92,765.14

1. Jennifer P. Muraski (New Appointment), Rockford, Illinois, to serve from date on Board approval until the time the next Coroner is elected and takes the oath of office on or about December 1, 2022

Chairman Chiarelli read in the Oath of Office to Jennifer P. Muraski, Winnebago County Coroner.

REPORTS FROM STANDING COMMITTEES

FINANCE COMMITTEE

9. Board Member Salgado read in for the first reading of an Ordinance Authorizing the Issuance of not to Exceed \$12,500,000 of General Obligation Bonds (Alternate Revenue Source) for the Purpose of Refunding Certain Outstanding Bonds of the County to be Laid Over. Board Member Salgado made a motion to suspend the rules, seconded by Board Member Hoffman. Motion was approved by a unanimous vote of all members present. (Board Member Fellars was absent.) Board Member Salgado made a motion to approve the Ordinance, seconded by Board Hoffman. Discussion by Board Member Salgado. Motion was approved by a unanimous vote of all members present. (Board Member Fellars was absent.)
10. Board Member Salgado made a motion to approve a Resolution Awarding Gigabit to the Desktop Phase 2 and Server Licensing Contracts, seconded by Board Member Crosby. Discussion by Chief Information Officer Magers and Board Members Schultz and Arena. Motion was approved by a unanimous vote of all members present. (Board Member Fellars was absent.)

ZONING COMMITTEE

11. No Report.

ECONOMIC DEVELOPMENT

12. No Report.

OPERATIONS & ADMINISTRATIVE COMMITTEE

13. No Report.

PUBLIC WORKS

14. No Report.

PUBLIC SAFETY AND JUDICIARY COMMITTEE

15. Discussion by Sheriff Caruana and Board Member Lindmark regarding income from Federal Inmates.

UNFINISHED BUSINESS

16. **Appointment Read in on June 23, 2022**

Board Member Wescott made a motion to approve the Appointed (as listed below), seconded by Board Member Nabors. Motion was approved by a unanimous vote of all members present. (Board Member Fellars was absent.)

A. Community Action Agency, Compensation: None

1. Dorothy Redd (Reappointment), Rockford, Illinois, May 1, 2022 to April 30, 2023

Finance Committee

- A. Board Member Salgado made a motion to approve an Ordinance for the Approval of Budget Amendment for the ARP Phase 3, Part A, Public Safety Initiative Laid Over from July 28, 2022 Meeting, seconded by Board Member Webster. Discussion by Board Member Arena. Motion was approve by a unanimous vote of all members present. (Board member Fellars was absent.)

Operations and Administrative Committee

- A. Board Member McDonald made a motion to approve an Ordinance Amending Section 2-49 (Duties of the County Board Chairman) and 2-124 (Duties of the County Administrator) of the Winnebago County Code of Ordinances Laid Over from July 28, 2022 Meeting, seconded by Board member Nabors. Discussion by Board Member Arena. Board Member Arena made a motion to amend the Section 2-49 Duties, Paragraph (11) to read as "Establish the agenda for County Board meetings, except each agenda shall include a report from all standing committees and the items within the committee reports shall be established by the committee chairs," seconded by Board Member Webster. Motion to amend was approved by a unanimous vote of all members present. (Board Member Fellars was absent.) Motion was approved by a unanimous vote of all members present. (Board Member Fellars was absent.)

NEW BUSINESS

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

ANNOUNCEMENTS & COMMUNICATION

18. County Clerk Gummow submitted the Items Listed Below as Correspondence which were "Placed on File" by Chairman Chiarelli:
- A. County Clerk Gummow received from the United States Nuclear Regulatory Commission the following:
 - a. Constellation Energy Generation, LLC – Fleet Request to Use Honeywell Mururoa V4F1 R Supplied Air Suits
 - b. Byron Station – Notification of NRC Design Bases Assurance Inspection (Programs) and Initial Request for Information: Inspection Report 05000454/2022010 and 54000455/2022010.
 - B. County Clerk Gummow received from the Illinois Environmental Protection Agency a Notice of Application for Permit to Manage Waste: Description of Project: Significant Permit Modification Application for an Alternate Source Demonstration at Landfill No. 2.
 - C. County Clerk Gummow received from Mediacom a letter informing that on or about August 22, 2022, Mediacom will be implementing the following programming changes and rate adjustments.
 - D. County Clerk Gummow received from Theresa Grennan, Chief Deputy Winnebago County Treasurer the following:
 - a. Winnebago County Treasurer Bank Balances – June, 2022
 - b. Collateralization Report – June 30, 2022
 - c. June Investment Report

ADJOURNMENT

19. Chairman Chiarelli entertained a motion to adjourn. County Board Member Webster moved to adjourn the meeting, seconded by Board Member McCarthy. Motion was approved by a voice vote. (Board Member Fellars was absent.) The meeting was adjourned at 6: 31 p.m.

Respectfully submitted,



Lori Gummow
County Clerk
ar


**MEETING OF THE WHOLE
WINNEBAGO COUNTY BOARD
AUGUST 11, 2022**

1. Chairman Joseph Chiarelli called to order The Meeting of the Whole of the Winnebago County Board for Thursday, August 11, 2022 at 6:32 p.m.
2. Roll Call: 18 Present. 2 Absent. (Board Members Arena, Booker, Butitta, Crosby, Gerl, Goral, Hoffman, Kelley, Lindmark, McCarthy, McDonald, Nabors, Redd, Salgado, Schultz, Tassoni, Webster and Wescott were present. (Board Members Fellars and Sweeney were absent.)

PUBLIC COMMENT

3. None.
4. Budget Presentation by David J. Rickert, Chief Financial Officer. Discussion by Board Members Webster and Butitta.
5. Chairman Chiarelli entertained a motion to adjourn. Board Member Webster moved to adjourn the meeting, seconded by Board Member Butitta. (Board Members Fellars and Sweeney were absent.) Meeting was adjourned at 6:41 p.m.

Respectfully submitted,


Lori Gummow
Winnebago County Clerk

ar

CONSENT AGENDA

RAFFLE APPLICATION REPORT

Presently the County Clerk's office has Raffle Applications submitted by
9 different organizations for 9 Raffles.

All applying organizations have complied with the requirements of the Winnebago
County Raffle Ordinance. All fees have been collected, bonds received and all
individuals involved with the raffles have received the necessary Sheriff's
Department clearance.

The Following Have Requested A Class A, General License				
LICENSE #	# OF RAFFLES	NAME OF ORGANIZATION	LICENSE DATES	AMOUNT
30742	1	HARLEM-ROSCOE FIREFIGHTER'S ASSOCIATION	09/08/2022-09/11/2022	\$850.00
30743	1	HONONEGAH OPPORTUNITIES FOR PUBLIC EDUCATION FOUNDATION	09/01/2022-04/01/2023	\$9,050.00
30744	1	LIFESCAPE COMMUNITY SERVICES, INC.	09/10/2022-09/10/2022	\$1,000.00
30745	1	MARCKTOWN YOUTH FOOTBALL	09/01/2022-09/25/2022	\$1,030.00
30746	1	ROCKFORD DANCE COMPANY	09/13/2022-09/13/2022	\$1,000.00
30747	1	TRI COUNTY ALLIANCE	08/15/2022-01/07/2023	\$18,400.00
30748	1	WINNEBAGO COUNTY 4-H AND EXTENSION FOUNDATION	10/04/2022-10/04/2022	\$150.00
30749	1	WINNEBAGO COUNTY CASA	08/27/2022-08/27/2022	\$4,800.00

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

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

The Following Have Requested A Class D, E, & F Limited Annual License				
LICENSE #	# OF RAFFLES	NAME OF ORGANIZATION	LICENSE DATES	AMOUNT
30750	1	HFB GRIDIRON, INC.	08/26/2022-08/26/2023	\$4,000.00

This concludes my report.

Deputy Clerk

Angela Reine

LORI GUMMOW
Winnebago County Clerk

Date

25-Aug-22

RESOLUTION

TO THE HONORABLE COUNTY BOARD OF WINNEBAGO COUNTY:

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

	<u>FUND NAME</u>		<u>RECOMMENDED FOR PAYMENT</u>
001	GENERAL FUND	\$	479,956
101	PUBLIC SAFETY TAX	\$	266,988
103	DOCUMENT STORAGE FUND	\$	20,179
105	VITAL RECORDS FEE FUND	\$	1,283
106	RECORDERS DOCUMENT FEE FUND	\$	10,910
107	COURT AUTOMATION FUND	\$	7,695
111	CHILDREN'S WAITING ROOM FUND	\$	7,993
114	911 OPERATIONS FUND	\$	67,208
115	PROBATION SERVICE FUND	\$	824
116	HOST FEE FUND	\$	558,375
120	DEFERRED PROSECUTION PROGRAM	\$	1,299
123	STATE DRUG FORFEITURE ST ATTY	\$	2,219
126	LAW LIBRARY	\$	3,489
129	COUNTY AUTOMATION FUND	\$	11,691
131	DETENTION HOME	\$	43,257
155	MEMORIAL HALL	\$	6,379
158	CHILD ADVOCACY PROJECT	\$	984
161	COUNTY HIGHWAY	\$	30,148
162	COUNTY BRIDGE FUND	\$	51,187
164	MOTOR FUEL TAX FUND	\$	287,325
165	TOWNSHIP HIGHWAY FUND	\$	65,773
181	VETERANS ASSISTANCE FUND	\$	6,575
185	HEALTH INSURANCE	\$	1,459,639
196	MENTAL HEALTH TAX FUND	\$	406,219
301	HEALTH GRANTS	\$	67,335
304	PROBATION GRANTS	\$	4,883
309	CIRCUIT COURT GRANT FUND	\$	37,830
311	EMERGENCY RENTAL ASSISTANCE	\$	29,232
312	EMERGENCY RENTAL ASSISTANCE II	\$	310,190
313	AMERICA RESCUE PLAN	\$	209,046
314	CJCC GRANTS FUND	\$	8,043
401	RIVER BLUFF NURSING HOME	\$	525,201
410	ANIMAL SERVICES	\$	14,286
420	555 N COURT OPERATIONS FUND	\$	10,756
430	WATER FUND	\$	1,724
501	INTERNAL SERVICES	\$	44,269
			<hr/>
	TOTAL THIS REPORT	\$	5,060,390
			<hr/>

The adoption of this report is hereby recommended:


William Crowley, County Auditor

ADOPTED: This 25th day of August 2022 at the City of Rockford, Winnebago County, Illinois.

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

ATTEST:

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

Appointments

Reports of Standing Committees

FINANCE COMMITTEE



Resolution Executive Summary

Prepared By: Administration
Committee: Finance Committee
Committee Date: August 18, 2022
Resolution Title: Resolution Authorizing a Lump Sum Payment From American Rescue Plan (ARP) Funds To Eligible Non-Bargaining Unit Employees In Specific County Departments
County Code: N/A
Board Meeting Date: August 25, 2022
Budget Information:

Was item budgeted?	Yes - ARP Funded	Appropriation Amount: \$ 2,000,000
Baker-Tilly ARP Compliance Review: Yes, Approved		
ORG/OBJ/Project Code: 61300	Budget Impact: None - using ARP funds	

Background Information:

Administration recommends to provide a lump sum payment in the amount of two thousand dollars (\$2,000.00) from American Rescue Plan (ARP) funds to the eligible non-bargaining unit employees in specific County departments. This would be effective on the September 23, 2022 payroll.

Recommendation:

Staff Concurs

Contract/Agreement:

N/A

County Board: August 25, 2022

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

2022 CR _____

SUBMITTED BY: FINANCE COMMITTEE

SPONSORED BY: JAIME SALGADO

**RESOLUTION AUTHORIZING A LUMP SUM PAYMENT FROM AMERICAN
RESCUE PLAN (ARP) FUNDS TO ELIGIBLE NON-BARGAINING UNIT
EMPLOYEES IN SPECIFIC COUNTY DEPARTMENTS**

WHEREAS, the County of Winnebago, Illinois (County) has identified non-bargaining unit employees in 24 County departments, said departments are outlined in Exhibit A, to be provided with a lump pay payment (non-base) from American Rescue Plan (ARP) funds; and

WHEREAS, to be eligible for a lump sum payment in the amount of two thousand dollars (\$2,000.00) the non-bargaining unit employees had to be employed with the County prior to January 1, 2022 and still employed as of September 1, 2022; and

WHEREAS, several non-bargaining unit employees and departments are exempt from the lump sum payment due to prior increases implemented by their respective department heads; and

WHEREAS, we are recommending this lump sum payment to these non-bargaining unit employees because they performed essential work during the pandemic for the County and did not receive additional compensation in their base pay; and

WHEREAS, the Finance Committee of the County Board for the County of Winnebago, Illinois has reviewed the proposal and recommends that the County Board authorize a lump sum payment in the amount of two thousand dollars (\$2,000.00) from ARP funds to the eligible non-bargaining unit employees.

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 provide a lump sum payment in the amount of two thousand dollars (\$2,000.00) from American Rescue Plan (ARP) funds to the eligible non-bargaining unit employees in the County departments, said departments are outlined in Exhibit A, effective on the September 23, 2022 payroll.

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

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

**Respectfully submitted,
FINANCE COMMITTEE**

AGREE

DISAGREE

Jaime Salgado, Chairman

Jaime Salgado, Chairman

Steve Schultz

Steve Schultz

John Butitta

John Butitta

Paul Arena

Paul Arena

Joe Hoffman

Joe Hoffman

Jean Crosby

Jean Crosby

Keith McDonald

Keith McDonald

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

EXHIBIT A

County Departments

911

Animal Services

Auditor

Carrie Lynn

Coroner

County Board

County Clerk

ERAP

Facilities

Finance

Grants

Highway

HR

IT

Jail

Memorial Hall

Purchasing

Recorder

Regional Office of Education

Regional Planning

River Bluff

Sheriff

Supervisor of Assessments

Treasurer



Resolution Executive Summary

Prepared By: David J. Rickert
Committee: Finance Committee
Committee Date: August 18, 2022
Resolution Title: Resolution Authorizing an Increase in the Salary of the Winnebago County Public Defender
County Code: Not Applicable
Board Meeting Date: August 25, 2022

Budget Information:

Was item budgeted? Yes	Appropriation Amount: \$169,878.39
If not, explain funding source: N/A	
ORG/OBJ/Project Code: 34000-41110	Budget Impact: None

Background Information: Per IL State Statute 55 ILCS 5/3-4007, the Public Defender's salary must be at least 90% of the State's Attorney's salary. 66 2/3% of this amount will be reimbursed by the State of Illinois. In order to receive the reimbursement, the County must submit documentation of County Board action authorizing this new salary.

Recommendation: Staff concurs

Contract/Agreement: N/A

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

Follow-Up: N/A

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

Sponsored by: Jaime Salgado, Committee Chairman

Submitted by: Finance Committee

2022 CR

**RESOLUTION AUTHORIZING AN INCREASE IN THE SALARY OF THE WINNEBAGO COUNTY
PUBLIC DEFENDER**

WHEREAS, the County of Winnebago is responsible for the salary of the Winnebago County Public Defender; and

WHEREAS, the salary of a county public defender is established by 55 ILCS 5/3-4007 at 90% of the compensation of the state's attorney of the county, 66 2/3% of which is to be reimbursed by the State; and

WHEREAS, the General Assembly has recently increased the salary of the Winnebago County State's Attorney necessitating an adjustment in the salary of the Winnebago County Public Defender.

NOW, THEREFORE, BE IT RESOLVED, by the County Board of the County of Winnebago, Illinois that the salary of the Winnebago County Public Defender shall be adjusted to be 90% of the current salary of the Winnebago County State's Attorney retroactive to the date the change in the State's Attorney's salary became effective.

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 Judge of the 17th Judicial Circuit, the Winnebago County Public Defender and the Winnebago County Finance Department.

Respectfully Submitted,
FINANCE COMMITTEE

AGREE**DISAGREE**

JAIME SALGADO, CHAIRMAN

JAIME SALGADO, CHAIRMAN

STEVE SCHULTZ, VICE CHAIRMAN

STEVE SCHULTZ, VICE CHAIRMAN

PAUL ARENA

PAUL ARENA

JOHN BUTITTA

JOHN BUTITTA

JEAN CROSBY

JEAN CROSBY

JOE HOFFMAN

JOE HOFFMAN

KEITH McDONALD

KEITH McDONALD

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

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



Illinois Department of Revenue

Salary Reimbursement

WINNEBAGO COUNTY
404 ELM STREET RM 205
ROCKFORD, IL 611011216

Letter Date: 6/9/2022
Fiscal Year: 2023
Effective as of: 7/1/2022

The state's attorney and assistant state's attorney salary reimbursement amounts will be:

Base Salary	2.90 % COLA	Salary
\$183,434.18	\$5,319.59	\$188,753.77

Reimbursement breakdown

	Total Reimbursement	Monthly Reimbursement
1 State's Attorney Salary	\$166,922.77	\$13,910.23
2 Asssistant State's Attorney	\$0.00	\$0.00
Mental Health Institution:		
3 Asssistant State's Attorney	\$4,000.00	\$333.33
Higher Education Facility: Rock Valley College		
Total	\$170,922.77	\$14,243.56

Our records indicate that your county has a full-time Public Defender, per Statute (55 ILCS 5/3-4007) you are required to maintain a salary of at least 90% of the county's State's attorney's annual salary. Your new Public Defender's Salary should be \$169,878.39. Your new monthly Public Defender's reimbursement amount will be \$9,436.74. We will require a PTAX-451 completed for the Public Defender's salary increase, along with authorizing documentation.

If you have any questions, please contact our Springfield office weekdays between 8:30 a.m. and 4:30 p.m.

PROPERTY TAX DIVISION 3-450
ASSESSMENT EDUCATION
ILLINOIS DEPARTMENT OF REVENUE
PO BOX 19033
SPRINGFIELD IL 62794-9033

217 785-1356
217 782-9932 fax
rev.propertytaxed@illinois.gov

ZONING COMMITTEE

Attachment
ZONING COMMITTEE
OF THE COUNTY BOARD AGENDA
August 25, 2022

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

PLANNING AND/OR ZONING REQUESTS:

TO BE LAID OVER:

1. Z-05-22 A MAP AMENDMENT TO REZONE 10.76 +-ACRES FROM THE AG, AGRICULTURAL PRIORITY DISTRICT TO THE RA, RURAL AGRICULTURAL RESIDENTIAL DISTRICT (A SUB-DISTRICT OF THE RA DISTRICT), requested by Bruce R. Nelson, Trustee, for the property that is commonly known as 8XXX McCurry Road, Roscoe, IL 61073 in Roscoe Township.
PIN: Part of 04-24-201-003 C.B. District 4
Les Rating: Moderate Consistent W/2030 LRMP-Future Map: YES
ZBA Recommendation: *APPROVAL (6-0)*
ZC Recommendation: *TBD*

 2. Z-06-22 A MAP AMENDMENT TO REZONE 0.34 +-ACRES FROM THE AG, AGRICULTURAL PRIORITY DISTRICT TO THE R1, SINGLE FAMILY RESIDENTIAL DISTRICT requested by Arial Larson, Property Owner, for the property that is commonly known as 3738 Mill Road, Cherry Valley, IL 61016 in Cherry Valley Township.
PIN: 16-02-451-028 C.B. District 11
Les Rating: Low Consistent W/2030 LRMP-Future Map: NO
ZBA Recommendation: *APPROVAL (6-0)*
ZC Recommendation: *TBD*
-

3. **COMMITTEE REPORT (ANNOUNCEMENTS)** - *for informational purposes only; not intended as an official public notice*:
 - Chairman, Brian Erickson, hereby announces that a *Zoning Board of Appeals (ZBA)* meeting is scheduled for **Tuesday, September 13, 2022**, at 5:30 p.m. in Room 303 of the County Administration Building.
 - Chairman, Jim Webster, hereby announces that the next *Zoning Committee (ZC)* meeting is *tentatively* scheduled for **Wednesday, September 21, 2022**, at 5:30 p.m. in Room 303 of the County Administration Building.
-

PUBLIC WORKS COMMITTEE



Resolution Executive Summary

Prepared By: Winnebago County Highway Department

Committee: Public Works Committee

Committee Date: August 16, 2022

Resolution Title:

(22-030) RESOLUTION AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE COUNTY OF WINNEBAGO AND THE COUNTY OF STEPHENSON FOR ROADWAY MAINTENANCE

County Code: PWC Resolution #22-030

Board Meeting Date: Thursday, August 25, 2022

Budget Information:

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

Background Information:

This agreement is to allow the highway departments in both counties to exchange services and resources for the general maintenance of county roadways on as per need basis. This would mutually benefit taxpayers in both counties.

Recommendation:

Approval is recommended.

Contract/Agreement:

Agreement will be signed by the Chairman after approval by the County Board.

Legal Review:

By the State Attorney's office.

Follow-Up:

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

22-CR-XXX

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

**RESOLUTION AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT
BETWEEN THE COUNTY OF WINNEBAGO AND THE
COUNTY OF STEPHENSON FOR ROADWAY MAINTENANCE**

WHEREAS, both Winnebago and Stephenson Counties (COUNTIES) are public agencies within the meaning of the Illinois Intergovernmental Cooperation Act, 5 ILCS § 220/1, *et seq.*, and are authorized by Article VII, Section 10 of the Constitution of the State of Illinois to cooperate for public purposes; and

WHEREAS, Article VII, Section 10, of the Illinois Constitution of 1970 and the Intergovernmental Cooperation Act, 5 ILCS § 220/1, *et seq.*, authorizes units of local government to contract or otherwise associate among themselves to obtain or share services, to exercise, combine or transfer any power or function, in any manner not prohibited by law, to use their credit, revenues and other reserves to pay costs and to service debt related to intergovernmental activities; and

WHEREAS, the COUNTIES additionally are "units of local government," as defined in Article VII, Section 1, of the Illinois Constitution of 1970, and, therefore, pursuant to Section 10 of Article VII, have the power to contract among themselves to obtain or share services and to exercise, combine or transfer any power or function in any manner not prohibited by law or ordinance; and

WHEREAS, both COUNTIES are desirous to share in the maintenance of County and Township roads; and

WHEREAS, it is in the public interest to enter into the attached Intergovernmental Agreement with Stephenson County to accomplish the purposes and objectives set forth therein.

NOW THEREFORE, BE IT RESOLVED by the County Board of the County of Winnebago, Illinois, that the Chairman of the County Board is hereby authorized to execute on behalf of the County of Winnebago an Intergovernmental Agreement with Stephenson County to provide for joint county highway and township roadway maintenance as per the attached agreement (Exhibit A); and

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

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

Respectfully submitted
PUBLIC WORKS COMMITTEE

AGREE

DISAGREE



Dave Tassoni, Chairman


Dave Tassoni, Chairman

Angela Fellars


Angela Fellars


Burt Gerl

Burt Gerl


Dave Kelley, Vice Chairman

Dave Kelley, Vice Chairman


Jim Webster

Jim Webster


Kevin McCarthy

Kevin McCarthy

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

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

ATTEST:

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

INTERGOVERNMENTAL AGREEMENT BETWEEN THE COUNTY OF STEPHENSON AND THE COUNTY OF WINNEBAGO FOR ROADWAY MAINTENANCE

This intergovernmental Agreement is entered into this _____ day of _____, 2022 by and between the County of Stephenson and the County of Winnebago;

RECITALS:

- A. Article VII, Section 10, of the Constitution of the State of Illinois of 1970 provides that units of local government may contract or otherwise associate among themselves to obtain or share services and to exercise, combine, or transfer any power or function in any manner not prohibited by law or by ordinance and may use their credit, revenues, and other resources to pay costs related to intergovernmental activities. The intergovernmental Cooperation Act, 5 ILCS 220/1, et seq., further authorizes intergovernmental cooperation.
- B. Stephenson County and the County of Winnebago are units of local government within the meaning of Article, VII, Section 10 of the Constitution of the State of Illinois of 1970 and the intergovernmental Cooperation Act of each has the authority to enter into this Agreement.
- C. It has been determined by the corporate authorities of both Stephenson County and the County of Winnebago that this Agreement is in the best interest of each of them.

NOW, THEREFORE, BE IT AGREED AS FOLLOWS:

SECTION 1: RECITALS

The parties hereto find that the recitals set forth above are true correct, and proper and hereby incorporate them into the body of this Agreement as if fully set forth herein.

SECTION 2: TERM OF AGREEMENT

This agreement shall remain in effect until modified by written agreement of all parties or terminated by all parties. The Agreement may be modified in writing at any time by execution of an amendment signed by all parties. The Agreement may be terminated at any time by any party with 90 days written notice given to the other parties. The termination of any party does not affect the agreement for the remaining parties.

SECTION 3: SCOPE OF AGREEMENT

It is the intention of this Agreement to provide for complete roadway maintenance services for all county and township roads in Stephenson County and County roads in Winnebago County. These services shall include, but are not necessarily limited to the following:

- a) oiling roads

- b) building/maintaining roads
- c) sharing equipment
- d) sharing workers/labor
- e) snow removal or ice control
- f) repair of shoulder and lawn damage done by snowplows

All equipment and materials shall be supplied by the party undertaking the services.

SECTION 4: PAYMENT

The party performing the service shall bill the other party each month for all costs incurred. Charges for the services shall be based upon: (a) direct labor costs as reflected by payroll records, (b) overhead rates as approved, (c) equipment rental rates as approved, and (d) actual material costs as reflected on invoices.

SECTION 5: INDEMNIFICATION

Each party to this agreement (as the Indemnifying Party) covenants and agrees to defend, indemnify and hold harmless the other party and its respective elected and appointed officials, officers, directors, agents and employees (as the "Indemnified Parties") from and against any and all liability, losses, costs, damage or expenses (~~including reasonable~~ ^{excluding} attorney's fees) or injury to person or property, to the extent arising out of or resulting from the negligent or intentionally wrongful acts, errors or omissions of the Indemnifying Party in the performance or non-performance of the services called for in this Agreement.

SECTION 6: COMMUNICATION

The parties agree to cooperate to share information regarding weather reports and plans for roadway maintenance. As a further step to ensure communication and cooperative efforts, designated representatives of each party agree to meet in April of each year to discuss the maintenance guidelines and standards.

SECTION 7: INSURANCE

The parties shall carry or require subcontractors to carry Workmen's Compensation for all their employees and those of their subcontractors engaged in work at the site in accordance with laws of the State of Illinois. All parties shall carry or require subcontractors to carry Liability Insurance and Tort Insurance for work performed on county or township roads which insurance shall include contractual liability coverage to protect the township, the county and subcontractors against claims for injury or death or damage to property due to accidents which may occur or result from operations under this contract.

SECTION 8: INTEREST OF CERTAIN OFFICIALS

No officer, employee, or member of the governing body of the county who exercises any functions or responsibilities in connection with the project to which this contract pertains, shall have a private interest, direct or indirect, in this contract.

SECTION 9: EQUAL EMPLOYMENT AND PREVAILING WAGE RATES

During the performance of this contract, all parties agree to comply with the Illinois Human Rights Act, 775 ILCS 5/2-101 through 2-105, and to comply with the Illinois Department of Labor Prevailing Wage Rates for Stephenson County, Illinois and Winnebago County, Illinois.

SECTION 10: SIGNATORIES

This Agreement shall be binding upon and inure to the benefits of the signatory parties hereto, their successors and assigns. It is accepted as of the day and year first above written by:

County of Winnebago by: _____

County of Stephenson by: _____



Resolution Executive Summary

Prepared By: Winnebago County Highway Department

Committee: Public Works Committee

Committee Date: August 16, 2022

Resolution Title:

(22-031) Resolution Authorizing the Operation of Non-Highway Vehicles on South Street (CH 62) and Crowley Road (CH 79) within the Village of Durand

County Code: PWC Resolution #22-031

Board Meeting Date: Thursday, August 25, 2022

Budget Information:

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

Background Information:

The village of Durand has approved an ordinance allowing the operation of utility terrain vehicles (UTV's) and other recreational off-highway vehicles (OHV's) on streets under their jurisdiction. The Village has asked the County to do the same on roads under the jurisdiction of the County within the village limits. This is allowed under the state's statutes for roads with speed limits below 35 mph.

Recommendation:

Approval is recommended.

Contract/Agreement:

N/A

Legal Review:

By the State Attorney's office.

Follow-Up:

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

20-CR-XXX

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

**RESOLUTION AUTHORIZING THE OPERATION OF NON-HIGHWAY VEHICLES ON
SOUTH STREET (CH 62) AND CROWLEY ROAD (CH 79)
WITHIN THE VILLAGE OF DURAND**

WHEREAS, the Illinois Motor Vehicle Code provides that local governmental units may authorize or restrict the operation of utility terrain vehicles (“UTV’s”) and other recreational off-highway vehicles (“OHV”s) on roadways under their jurisdiction (625 ILCS § 5/11-1426.1(d)); and

WHEREAS, the Illinois Motor Vehicle Code further requires that before the local government unit permits the operation of UTV’s and OHV’s on its roadways, it considers the impact such vehicles may have in the community and on its roads and streets and determine whether such vehicles may safely access, travel on, and use said roads and streets; and

WHEREAS, the Board of Trustee of the Village of Durand has determined that UTV’s and OHV’s may safely operate on the roadways subject to its jurisdiction; and

WHEREAS, Winnebago County has two County Highways within its jurisdiction, South Street (CH 62) and Crowley Road (CH-79) are in the village limits of the Village of Durand; and

WHEREAS, to allow the operation of UTV’s and OHV’s on County Highways within the Village of Durand the County Board of Winnebago County needs to approve a resolution doing so; and

WHEREAS, Winnebago County has considered the volume, speed, and character of traffic on the portions of roadway that are under the County’s jurisdiction; and

WHEREAS, the County has determined that non-highway vehicles may safely travel on or cross the portion of roadway under the County’s jurisdiction; and

WHEREAS, it would be in the public interest for the County Board of Winnebago County to allow the operation of UTV’s and OHV’s on County Highways within the Village of Durand.

NOW THEREFORE BE IT RESOLVED by the County Board of the County of Winnebago, Illinois that UTV’s and OHV’s may operate on County Highways 62 and 79 only within the village limits of the Village of Durand: and

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

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

Respectfully submitted
PUBLIC WORKS COMMITTEE

AGREE



Dave Tassoni, Chairman

DISAGREE

Dave Tassoni, Chairman

Angela Fellars

Angela Fellars

Burt Gerl

Burt Gerl

Dave Kelley, Vice Chairman

Dave Kelley, Vice Chairman

Jim Webster

Jim Webster

Kevin McCarthy

Kevin McCarthy

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

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

ATTEST:

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

Public Safety & Judiciary Committee



Resolution Executive Summary

Prepared By: Burt Gerl
Committee: Public Safety & Judiciary Committee
Committee Date: August 17, 2022
Resolution Title: RESOLUTION OF INTENT TO ESTABLISH THE WINNEBAGO COUNTY CITIZENS CRIME COMMISSION
Board Meeting Date: August 25, 2022

Budget Information:

Was item budgeted? n/a	Amount: n/a
If not, explain funding source:	
ORG/OBJ/Project Code: n/a	Budget Impact: n/a

Background Information: In 2005, the *Winnebago County Crime and Public Safety Commission*, became a non-profit under the name *Winnebago County Crime and Public Safety Commission, Inc.*; thereby, is subject to its by-laws, articles of incorporation (charter) and the General Not-For-Profit Corporations Act of 1986 (805 ILCS 105/). As such, the *Winnebago County Crime and Public Safety Commission* would now be treated as any other not-for-profit partner located within Winnebago County, Illinois. Thus, the Winnebago County Public Safety and Judiciary Committee has cause to establish the *Winnebago County Citizens Crime Commission*, with the continued primary focus of reviewing the Winnebago County Public Safety Sales Tax funds and reporting to the Public Safety and Judiciary Committee.

Recommendation: I recommend establishing the Winnebago County Citizens Crime Commission.

Contract/Agreement: Not applicable.

Legal Review: Resolution was reviewed by the Winnebago County State's Attorney's Office.

Follow-Up: n/a

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

SUBMITTED BY: PUBLIC SAFETY AND JUDICIARY COMMITTEE

SPONSORED BY: BURT GERL, CHAIRMAN

2022 CR _____

**RESOLUTION OF INTENT TO ESTABLISH THE WINNEBAGO
COUNTY CITIZENS CRIME COMMISSION**

WHEREAS, on November 5, 2002, the citizens of Winnebago County, Illinois passed a public safety referendum providing for an increase in revenue that the County government would have for public safety; and

WHEREAS, the November 5, 2002 campaign for the public safety referendum highlighted the need for ongoing citizen input from diverse perspectives to support the 2001 Criminal Justice System Master Plan (Master Plan); and

WHEREAS, on June 12, 2003, through Resolution 2003 CR 106 passed by the Winnebago County Board, the *Winnebago County Crime and Public Safety Commission* was recognized as this forum; and

WHEREAS, in 2005, the *Winnebago County Crime and Public Safety Commission*, became a non-profit under the name Winnebago County Crime and Public Safety Commission, **Inc.**; and

WHEREAS, the Winnebago County Crime and Public Safety Commission, **Inc.** is subject to its by-laws, articles of incorporation (charter) and the General Not-For-Profit Corporations Act of 1986 (805 ILCS 105/); and

WHEREAS, the *Winnebago County Crime and Public Safety Commission* would now be treated as any other not-for-profit partner located within Winnebago County, Illinois; and

WHEREAS, the Winnebago County Public Safety and Judiciary Committee has cause to establish the *Winnebago County Citizens Crime Commission*, with the continued primary focus of reviewing the Winnebago County Public Safety Sales Tax funds and reporting to the Public Safety and Judiciary Committee.

NOW, THEREFORE, BE IT RESOLVED, by the County Board of the County of Winnebago, Illinois that it expresses its intention to establish the *Winnebago County Citizens Crime Commission* through the Public Safety and Judiciary Committee.

BE IT FURTHER RESOLVED, that the Commission's *primary focus* shall be the on-going review of Winnebago County Public Safety Sales Tax funds, which follows the intended theme of supporting the County's criminal justice system, to include preserving the goals outlined in the fifteen (15) action steps approved through Resolution 2002 CR 206. To support informed decision-making in the area of crime prevention and reduction, the Commission's *secondary focus* shall be providing an annual

report on current youth prevention efforts available throughout the County's 11 municipalities, including their respective funding sources. To maintain alignment with other Winnebago County criminal justice system needs, additional functions may be requested by the Public Safety and Judiciary Committee on an as-needed basis and provided primary and secondary focus areas are achieved.

BE IT FURTHER RESOLVED, that the Public Safety and Judiciary Committee shall appoint a liaison to the *Winnebago County Citizens Crime Commission*, and the liaison shall report to the Public Safety and Judiciary Committee at the request of the Public Safety and Judiciary Committee.

BE IT FURTHER RESOLVED, members of the *Winnebago County Citizens Crime Commission* must be residents of Winnebago County, Illinois. Desired members will be representative of the community, having various knowledge including that of budgets and finance, the county criminal justice system, and criminal justice system needs. Members do not receive compensation and may not be an employee of, or receive compensation from any County-funded project or contract.

Term of Office: The term of office of each member of the Commission shall be for 4 years, provided, however, that of the members first appointed, 2 shall be appointed for a term of 2 years, 2 for a term of 3 years, and any additional members (above 4) for a term of 4 years. All terms shall be measured from the first day of the year of appointment. Vacancies shall be filled for the unexpired term in the same manner as original appointments.

BE IT FURTHER RESOLVED, this five (5) to seven (7) member Commission will be appointed, as necessary, by the Winnebago County Board Chairman and with the advice and consent of the Winnebago County Board, and will meet quarterly.

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

Respectfully Submitted,
**PUBLIC SAFETY AND JUDICIARY
COMMITTEE**

AGREE

Burt Gerl, Chairman

Aaron Booker, Vice Chairman

Kevin McCarthy

Brad Lindmark

Tim Nabors

Angie Goral

Dorothy Redd

DISAGREE

Burt Gerl, Chairman

Aaron Booker, Vice Chairman

Kevin McCarthy

Brad Lindmark

Tim Nabors

Angie Goral

Dorothy Redd

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

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

ATTESTED BY:

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



Resolution Executive Summary

Prepared By: Marlana Dokken
Committee: Public Safety & Judiciary Committee
Committee Date: August 17, 2022
Resolution Title: RESOLUTION ACCEPTING AWARD AND AUTHORIZING SERVICE AGREEMENT FOR POLICE SERVICES FOR THE WINNEBAGO COUNTY FOREST PRESERVE DISTRICT
County Code: Winnebago County Purchasing Ordinance
Board Meeting Date: August 25, 2022
Budget Information:

Was item budgeted? Yes	Amount: \$217,351.72
If not, explain funding source: WINNEBAGO FOREST PRESERVE DISTRICT	
ORG/OBJ/Project Code	Budget Impact: N/A

Background Information: The Winnebago County Sheriff's Department proposes to accept the police servicing contract with the Winnebago County Forest Preserve District for the next 3 years. This agreement provides funding for 2 full time Winnebago County Sheriff's Department Deputies for Police services in and around the Winnebago County Forest Preserves 9 months a year for the next 3 years. This is a renewal of the current contract with minor changes and updated personnel costs.

Recommendation: I recommended the following 3-year Policing contract:

1) The Winnebago County Sheriff's department will provide police services to the Winnebago County Forest Preserve District for the agreed amount of \$217,351.72 per year for the next 3 years beginning October 1st, 2022.

Contract/Agreement: Winnebago County will accept, thereby entering into Agreement with the Winnebago County Forest Preserve for police services until September 30th, 2025.

Legal Review: The Winnebago County State's Attorney's Office has reviewed this agreement with the Winnebago County Forest Preserve and has accepted the presented contract.

Follow-Up: The Winnebago County Sheriff's Department will proceed with agreement(s) executions.

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

Sponsored by: Burt Gerl
Submitted by: Public Safety and Judiciary Committee

2022 CR

**RESOLUTION ACCEPTING AWARD AND AUTHORIZING SERVICE AGREEMENT FOR POLICE SERVICES
FOR THE WINNEBAGO COUNTY FOREST PRESERVE DISTRICT**

WHEREAS, Winnebago County has been awarded the Law Enforcement services for the Winnebago County Forest Preserve District; and

WHEREAS, the Public Safety & Judiciary Committee of the County Board for the County of Winnebago, Illinois, has reviewed the intergovernmental cooperation agreement from the Winnebago County Forest Preserve District; and

WHEREAS, the Public Safety & Judiciary Committee has determined that the funding for the aforementioned purchase shall be paid as follows:

24000/32800

NOW, THEREFORE, BE IT RESOLVED, by the County Board of the County of Winnebago, Illinois that the County Board Chairman is authorized to execute, on behalf of the County of Winnebago, an Agreement with the Winnebago County Forest Preserve District, in the dollar amount two hundred seventeen thousand, three hundred and fifty-one dollars and 72 cents (\$217,351.72).

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 Chairman's Office of Criminal Justice Initiatives, Director of Purchasing, Finance Director, County Board Office, and County Auditor.

Respectfully submitted,

PUBLIC SAFETY and JUDICIARY COMMITTEE

AGREE

Burt Gerl, Chairman

Aaron Booker

Kevin McCarthy

Brad Lindmark

Tim Nabors

Angie Goral

Dorothy Redd

DISAGREE

Burt Gerl, Chairman

Aaron Booker

Kevin McCarthy

Brad Lindmark

Tim Nabors

Angie Goral

Dorothy Redd

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

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

ATTEST:

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

INTERGOVERNMENTAL COOPERATION AGREEMENT FOR POLICE SERVICES

This Intergovernmental Cooperation Agreement (Agreement) entered into by and among the Forest Preserves of Winnebago County (Forest Preserves), the County of Winnebago (County), the Winnebago County Sheriff (Sheriff) for the purchase and provision of law enforcement services to the Forest Preserves.

The parties hereby agree as follows:

Section I. AUTHORITY

Agreements of this nature are entered into pursuant to the Illinois Intergovernmental Cooperation Act 5 ILCS 220/5, 70 ILCS 805/8a, Downstate Forest Preserve Districts, and Article VII, Sec. 10 of the Constitution of the State of Illinois (1970).

Section II. TERM

- A. This Agreement shall commence on October 1, 2022 and terminate automatically on September 30, 2025, unless it is renewed in writing by the parties on or before the termination date of September 30, 2025.
- B. This Agreement may be amended, or terminated, by the parties upon written 30 day notice executed by any one of the parties.

Section III. STAFFING BY SHERIFF'S DEPUTIES

- A. The Sheriff, pursuant to this Agreement, shall assign the following fully equipped personnel to provide the law enforcement services:

<u>QUANTITY</u>	<u>SENIORITY LEVEL</u>	<u>PERIOD OF SERVICE</u>	<u>FUNCTIONS ASSIGNED</u>
2	Senior Deputy	Full Year	See Addendum 1

- B. Deputies assigned to work for the Forest Preserves shall report to and work under the direct supervision of a Deputy Chief designated by the Sheriff and shall perform the patrol duties as defined in Addendum 1.

- C. The Sheriff reserves the right to use deputies assigned to the Forest Preserves for calls outside the preserves when needed.

Section IV. COORDINATION

The Deputy Chief assigned by the Sheriff shall serve as liaison to the Forest Preserves Police Program. The liaison shall be available to the Forest Preserves representatives to assist in the implementation of this Agreement.

Section V. EQUIPMENT

A. VEHICLES

1. The Forest Preserves shall lease to the Sheriff, for One Dollar (\$1.00) per year as described in Addendum 3, a minimum of 2 vehicles fully equipped as required by the Sheriff for law enforcement use by assigned Sheriff's deputies.
2. The Forest Preserves shall provide repairs, maintenance, and fuel for all leased vehicles and equipment. Any additional repairs and maintenance provided by the Sheriff shall be paid by the Forest Preserves monthly upon presentation of an invoice.
3. All vehicles and equipment shall be marked by the Forest Preserves as "Sheriff's Forest Preserve Patrol" and bear the insignia of the Sheriff. These vehicles shall be used exclusively by Sheriff's deputies in performance of the patrol duties on behalf of the Forest Preserves except when needed by the Sheriff to respond to calls outside the Forest Preserves as provided in Section III (C), above. Upon the request of the Executive Director of the Forest Preserves, the Sheriff may supply an unmarked Sheriff's vehicle for use by Sheriff's deputies in patrolling the Forest Preserves.

B. COMMUNICATION

1. The Forest Preserves is authorized to utilize all law enforcement and related emergency frequencies commonly monitored by Sheriff's squad radios.

2. Sheriff's Communication Center shall monitor and dispatch Forest Preserves units to all Forest Preserves related calls, and if not available, will dispatch the area Sheriff's deputy.

C. UNIFORMS

1. Designated Sheriff's deputies shall be fully equipped by the Sheriff and shall wear the authorized uniform of the Sheriff's Department. Additional or alternative clothing for special assignments shall be approved by the Deputy Chief serving as liaison.
2. The Forest Preserves may provide additional approved clothing for such duties as investigating game code violations or performing snowmobile patrols once such alternative clothing specifications are approved by the Deputy Chief.

D. MISCELLANEOUS

The Forest Preserves shall provide additional tools and safety equipment required for patrol vehicles. (See Addendum 2).

Section VI. REIMBURSEMENT PROCEDURES

- A. The Forest Preserves shall compensate the County for police services as follows:
 1. The Forest Preserves agrees to reimburse the Sheriff for the actual personnel costs (salary and fringe benefits) for the deputies providing police service to the Forest Preserves under this Agreement. The County shall remain the sole and exclusive employer of the deputies and any other personnel assigned to perform any duties under this Agreement, and shall be responsible for securing Worker's Compensation coverage for all such employees. Under no circumstances shall any of the deputies or other employees assigned by the Sheriff to perform tasks and duties under this Agreement be considered employees of the Forest Preserves.

2- 12 month Senior Deputy working 2,190 hours (charged at a rate equal to 9 months) \$108,675.86 each for a total of \$217,351.72

ESTIMATED TOTAL

\$217,351.72

The estimated total reflects actual personnel costs, excluding the costs of replacing deputies while at basic training school, or while on vacation, sick time, training days, or other authorized absences. There shall be an additional cost for the replacement of any deputy who is assigned to the Forest Preserves patrol who is absent for any reason stated above; provided, however, such replacement shall not be made unless the additional cost is first approved by the Forest Preserves.

1. Payments shall be made monthly based on a flat rate equal to one month (i.e. 1/12th) of the estimated annual amount. (\$18,112.64 per month)
- B. This Agreement shall automatically be modified to accurately reflect any increases or decreases as adjustments to salaries and fringe benefits of officers, conforming to any changes in the Fraternal Order of Police Lodge #50 contract between the officers and Winnebago County. The Sheriff shall notify the Forest Preserves of any change of compensation in writing.

Section VII. MISCELLANEOUS

The Sheriff, by and through his deputies, shall investigate all criminal offenses or ordinance violations perpetrated on Forest Preserves properties or against Forest Preserves' personnel or property.

- A. Upon occurrences of major theft (over \$2,000) damage to Forest Preserves buildings, or cases involving personal injury in or on Forest Preserves' property, the Sheriff shall notify the Executive Director or his designee promptly.
- B. The Sheriff agrees to supply the Executive Director a copy of any reports or incidents involving the Forest Preserves and other pertinent reports within the Sheriff's legal authority when other Sheriff's personnel respond to calls on Forest Preserves lands.
- C. The Forest Preserves will retain all fines for violations of the Forest Preserves ordinances.

- D. The Forest Preserves will cooperate in providing space for a substation to the Sheriff at a designated location within the Forest Preserves, and the Sheriff shall be solely responsible for insuring those items located at the substation which are not the property of the Forest Preserves.
- E. The County agrees to keep in force during the term of the Agreement, Sheriff's obligations under the terms of this Agreement and Worker's Compensation and related insurance coverage at amounts required by statute. The County's failure to maintain the above insurance shall constitute default, and the Forest Preserves may cancel this Agreement.
- F. Notwithstanding anything herein to the contrary, the Sheriff shall retain control over all matters in the performance of the police protection and law enforcement services provided herein, including, but not limited to, the personnel assigned, the methods of rendering such services, the level of standards of performance, the training, equipment, and discipline of any personnel, and the general control of all assigned personnel, equipment, communication facilities, and all supplies relevant herein. At no time shall any officer, official, or employee of the Forest Preserve undertake to direct any of the assigned personnel as to the performance of police protection and law enforcement services.

Notwithstanding the foregoing, the Forest Preserves shall have the right to request additional services, such as traffic control, special events, and incident investigation. Any request for additional services may require an additional fee as negotiated at the time of the request. The Forest Preserves shall not control the method of performance of such services, but may request the time and place of performance, and the number of officers to be involved, except where the same may conflict with minimum staffing rules or policies of the Sheriff.

- G. This Agreement is entered into solely for the benefit of the contracting parties, and nothing in this agreement is intended, either expressly or impliedly, to provide any right or benefit of any kind whatsoever to any person or entity who is not a party to this agreement, or to acknowledge, establish or impose any legal duty to any third party.

H. This Agreement replaces and supersedes any previous intergovernmental cooperation agreement for police services entered into by and among the County, the Sheriff and the Forest Preserves.

THIS AGREEMENT shall be effective upon the signing of the last party. Upon its approval by the Winnebago County Board, the Sheriff of Winnebago County, Illinois, and the Winnebago County Forest Preserve District.

IN WITNESS WHEREOF, the parties have executed this Agreement on the __ day of _____, 2022. This document may be executed in duplicate originals.

Forest Preserves of the County of Winnebago

By: _____
Jeff Tilly, President

Attest: _____
Michael A. Holan,
Executive Director

By: _____
Joseph V. Chiarelli,
Chairman of the County Board of the
County of Winnebago, Illinois

By: _____
Gary Caruana
Winnebago County Sheriff

Attest: _____
Lori Gummow
Clerk of the County

Board of the County of Winnebago,
Illinois



Resolution Executive Summary

Prepared By: Marlana Dokken
Committee: Public Safety & Judiciary Committee
Committee Date: August 17, 2022
Resolution Title: RESOLUTION AUTHORIZING THE CHAIRMAN OF THE COUNTY BOARD TO EXECUTE A WINNEBAGO COUNTY MENTAL HEALTH BOARD FUNDING AGREEMENT AND SERVICES AGREEMENTS
County Code: Not Applicable
Board Meeting Date: August 25, 2022
Budget Information:

Was item budgeted?	Yes	Amount:	\$766,321
If not, explain funding source: U.S. Department of Justice			
ORG/OBJ/Project Code:		Budget Impact:	n/a

Background Information: The County of Winnebago, Illinois and the 17th Judicial Circuit Court propose to accept the award from the Winnebago County Community Mental Health Board (WCCMHB) to provide behavioral health services at the Resource Intervention Center (RIC), the Juvenile Resource Intervention Center (JRIC), and the Juvenile Detention Center (JDC). Through a competitive Request for Quotes (RFQ) process, Winnebago County will enter into agreement with one or more service providers to administer behavioral health service provision at the three (3) locations. Also included is funding for evening security which will be provided by METRO SECURITY, supplies for COURT SERVICES, and grant compliance support which will be provided by WINNEBAGO COUNTY.

Recommendation: I recommend the following Agreements:

- 1) Accept Award Agreement from WCCMHB, budgeted for services at the following locations:
 - a. Resource Intervention Center \$184,130.00
 - b. Juvenile Resource Intervention Center \$187,961.00
 - c. Juvenile Detention Center \$394,230.00

- 2) Enter into Sub- Agreements, pending RFQ's, at the following not to exceed amounts:
 - a. Resource Intervention Center \$148,995.00
 - b. Juvenile Resource Intervention Center \$149,459.00
 - c. Juvenile Detention Center \$370,269.00
 - d. Metro Security \$ 37,440.00



Contract/Agreement: County will approve Winnebago County Mental Health Board Agreement and enter into agreements with sub-awardees.

Legal Review: Legal has reviewed the funding agreement with WCCMHB and will review all Service Agreements prior to execution.

Follow-Up: Chairman's Office of Criminal Justice Initiatives and the 17th Judicial Circuit Court will proceed with the execution of the agreement(s).

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

Sponsored by: Burt Gerl
Submitted by: Public Safety and Judiciary Committee

2022 CR

**RESOLUTION AUTHORIZING THE CHAIRMAN OF THE COUNTY BOARD TO EXECUTE A
WINNEBAGO COUNTY MENTAL HEALTH BOARD FUNDING AGREEMENT AND SERVICES
AGREEMENTS**

WHEREAS, the County of Winnebago, Illinois and the 17th Judicial Circuit Court have been awarded funding from the Winnebago County Community Mental Health Board; and

WHEREAS, the Public Safety and Judiciary Committee of the County Board for the County of Winnebago, Illinois, has reviewed the Award Letter from the U.S. DEPARTMENT OF JUSTICE; and

WHEREAS, the Public Safety and Judiciary Committee has determined to accept funding for grants compliance as well as services at the following locations:

- a. Resource Intervention Center
- b. Juvenile Resource Intervention Center
- c. Juvenile Detention Center

NOW, THEREFORE, BE IT RESOLVED, by the County Board of the County of Winnebago, Illinois that the County Board Chairman is authorized to execute, on behalf of the County of Winnebago, Illinois, a Funding Agreement with the Winnebago County Community Mental Health Board, in the total dollar amount of seven hundred sixty-six thousand three hundred twenty-one dollars (\$766,321), and in substantially the same form as that set forth in Exhibit A.

BE IT FURTHER RESOLVED, by the County Board of the County of Winnebago, Illinois that the County Board Chairman is authorized to execute, on behalf of the County of Winnebago, Illinois, Service Agreements, pending Request for Quotes (RFQs) for services at the following locations, RESOURCE INTERVENTION CENTER, not to exceed one hundred forty-eight thousand nine hundred ninety-five dollars (\$148,995), JUVENILE RESOURCE INTERVENTION CENTER not to exceed one hundred forty-nine thousand four hundred fifty-nine dollars (\$149,459), the JUVENILE DETENTION CENTER not to exceed three hundred seventy thousand two hundred sixty-nine dollars (\$370,269) and expenses of thirty-seven thousand, four hundred forty-four dollars (\$37,440) for METRO SECURITY.

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 Chairman's Office of Criminal Justice Initiatives, Director of Purchasing, Finance Director, County Board Office, and County Auditor.

Respectfully submitted,
PUBLIC SAFETY and JUDICIARY COMMITTEE

AGREE

DISAGREE

Burt Gerl, Chairman

Burt Gerl, Chairman

Aaron Booker

Aaron Booker

Kevin McCarthy

Kevin McCarthy

Brad Lindmark

Brad Lindmark

Tim Nabors

Tim Nabors

Angie Goral

Angie Goral

Dorothy Redd

Dorothy Redd

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

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

ATTEST:

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

EXHIBIT A

Winnebago County Community Mental Health Board Funding Agreement

THIS AGREEMENT (the "Agreement") is between the Winnebago County Community Mental Health Board (hereafter "WCCMHB") and Winnebago County (hereinafter "Provider") for a term commencing June 1, 2022 and ending May 31, 2023 (hereafter "Program Year").

1. SERVICES AND BILLINGS. The Provider shall furnish the programs and/or services set forth in the work plan (the "Work Plan") and/or special conditions (the "Special Conditions") attached hereto as Exhibit A and incorporated by reference herein, (hereafter the "Services").

A. Grant Funding: The funding for the Services pursuant to this Agreement is an expenditure-based grant. The WCCMHB will reimburse the Provider for approved expenses set forth in the program budget portion of the Work Plan. Provider must provide WCCMHB and maintain source documents for each revenue and expense.

i. Revenue: Source documents for Provider's revenue shall include financial statements documents revenues generated from other sources received for the Services.

ii. Staff Time: Source documents for Provider's time for dedicated staff shall include a statement that all time was spent on the Services and shall be signed by the dedicated staff member or the dedicated staff member's supervisor. Source documents for Provider's time for non-dedicated staff shall include timesheets documenting time spent on the Services.

iii. Direct Costs: Source documents for direct costs shall include invoices of expenses or equivalent evidence.

iv. Indirect Costs: Source documents for indirect costs shall include evidence of the Federal or State approved indirect rate if provider is electing a rate higher than 10% de-minimis.

B. Billing Guidelines: Payments for the Services shall be made on a monthly basis commencing with the month of June, upon submission by the Provider of a satisfactory affidavit and supporting documentation of approved expenses in accordance with this

Agreement, including any related data submission requirements and/or requirements of the Work Plan or Special Conditions.

For timely payments, affidavit submissions shall occur within 30 days from the end of month in which Services were provided, including resubmissions, unless otherwise approved by the WCCMHB. All affidavits shall be submitted in accordance with the WCCMHB guidelines or policies currently in place or which are hereafter communicated to Provider.

2. LEARNING NETWORK COLLABORATIVE. Provider will attend Learning Network Collaborative (“LNC”) meetings hosted by WCCMHB. The purpose of the LNC is to provide technical assistance to Provider to maintain grant compliance and to learn from challenges experiences by funded Provider. Provider is to send the Program Director or equivalent person who oversees the Services.

3. ADMISSION REQUIREMENTS. Eligibility for Services is limited to residents of Winnebago County. Provider will maintain admission criterion for the Services that aligns with the applicable Administrative Rules as required and outlined by the Illinois Department of Human Services (“IDHS”). Admission criteria shall be applied fairly and equally to *all* applicants without regard to ability to pay, race, gender, color, creed, national origin, disability, other protected class, or as otherwise required by law. If evidence has been found discrimination was used against an applicant, WCCMHB shall terminate this Agreement immediately by providing written notice to Provider.

4. REPORTING, EVALUATION, AND MONITORING. Provider shall track and report measurable outcome data, service information, evaluation and monitoring data as specified below:

A. Measurable Outcomes: The Provider will adopt measurable outcomes for the Services and report on those measurable outcomes. Outcome reports are required to be completed in WCCMHB Grants Portal prior to payment by WCCMHB and not less than on a quarterly basis.

B. Critical or Sentinel Events: The Provider shall inform WCCMHB within 24 hours of any Critical Event or Sentinel Event that involves a WCCMHB Services. A “Critical Event”

is any event that potentially affects the Provider's state licensure, Medicaid certification status, or puts the Provider or the WCCMHB at risk fiscally, clinically, or legally. A "Sentinel Event" is defined as any unanticipated event in a healthcare setting resulting in death or serious bodily or psychologically injury to a patient or patients, not related to the natural course of the patient's illness. Provider shall describe the Critical Event or Sentinel Event while also maintaining client confidentiality.

C. Staff Credentials: WCCMHB (either on its own or through a contractor or other designee) may audit the credentials, qualifications, and supervision of all Provider's staff to ensure compliance with the requirements of DHS/DNH/DD/DRS, SUPR, DCFS, DOC, Illinois Departmental Medicaid Rules, HFS, and/or other applicable local, state, or federal regulations. Provider shall conduct background checks on all employees and staff that are funded under this Agreement.

D. Changes to Services/Closures: WCCMHB shall be notified in writing at least 60 days in advance of any foreseeable closure or significant change to the Services or expected to impact Service availability requirements. This also includes staff reduction in force which would alter capacity to fulfill Provider's obligations under this Agreement.

E. Change in Operations: In the event the Provider is considering a corporate merger, consolidation, bankruptcy, corporate restructuring, expansion or creation of new programs or services, ceasing operations, any of which that would impact terms of the Agreement, or Provider is facing financial insolvency, missed payroll or delayed payment of payroll expected to impact Service availability, Provider shall provide as much advance notice relative to the occurrence to WCCMHB as possible to avoid sudden changes in Agreement.

5. FINANCIAL INFORMATION. Provider shall use a fund accounting system and follow generally accepted accounting standards. Provider shall comply with the U.S. Office of Management and Budget (OMB) "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," as applicable.

The following rules will apply to budget movement:

- Budget items may not be moved or reallocated to a category previously at zero.

- The cumulative total budget movement for each award line is limited to \$3,000.00 cumulative total per Program Year

Any budget movement exceeding these limits must be requested in writing and received by the WCCMHB prior to July 2023 and be reviewed and authorized by the WCCMHB. Requests received after that date shall not be considered.

On request, Provider shall provide and furnish WCCMHB with copies of any financial reports submitted to the Board of Directors of Provider and shall further provide and furnish the WCCMHB with financial reports, demographic, and any statistical information concerning the operation of its Services, as required by the WCCMHB. WCCMHB (either on its own or through a contractor or other designee) may audit Provider's financial information relating to any funding under this Agreement.

Financial reports submitted by the Provider shall not contain the name of any client or any other information which, according to the Illinois Mental Health Code or state or federal law, is considered confidential to the client as Protected Health Information ("PHI") or as Protected Personally Identifiable Information ("PII").

The Provider's reporting obligation and obligation to repay certain amounts under this Agreement shall survive the termination of this Agreement.

6. FUNDING OTHER PROVIDERS. As lead agency, Provider agrees to take on a lead administrative role and ensure that sub awardees comply with this Agreement, are aligned with Provider's strategic plan and Provider's application to WCCMHB, and comply with all policies and procedure as outlined by the WCCMHB.

7. COUNTY BOARD APPROVAL. Notwithstanding any provision to the contrary, all payments under this Agreement are subject to the appropriation of WCCMHB's budget by the Winnebago County Board, the appropriation and levy of sufficient taxes by the Winnebago County Board to fund said budget, and the collection and distribution of sufficient tax revenues.

8. SERVICE REPORTING REQUIREMENTS. On request, the Provider shall provide reports in either paper or electronic format acceptable by the WCCMHB. WCCMHB billing affidavits shall be accompanied by the submission of data as specified in the WCCMHB Work Plan to substantiate the payment request, as well as all other financial and billing documentation as reasonably

requested by the WCCMHB. Failure of Provider to submit requested information to the WCCMHB shall be considered a breach of this Agreement. All information submitted by the Provider shall comply with the confidentiality requirements of state and federal law.

9. MENTAL HEALTH BOARD POLICIES. The Provider shall conform with and abide by all policies, guidelines, rules, regulations, and instructions issued and adopted by WCCMHB, whether now or adopted during the term of this Agreement, providing that they do not materially modify the substantive provisions of this Agreement. If changes are to be made, Provider shall receive written notice of any regular monthly meeting or special meeting of the WCCMHB at which the adoption of any policy, guideline, rule, regulation, or instruction will be considered and Provider may address WCCMHB concerning any matters regarding it. Provider shall be notified in writing of all such policies, guidelines, rules, regulations, or instructions now in effect or hereafter adopted.

Further, Provider agrees it shall not use any funding for the Services received pursuant to this Agreement:

- i. To engage in proselytizing activities with consumers and/or require worship or religious instructional activities as a condition of providing the Services to any participant;
- ii. For direct or indirect medical (physical health) services that are not related to mental health or substance use disorders;
- iii. To supplant funding for programs or services under the jurisdiction of public school systems;
or
- iv. To augment or supplant funding from any other federal or state source prohibiting such action and/or subject to coordination of benefits.

The parties agree WCCMHB may contact Provider's funding sources with or without notice to Provider or Provider's knowledge to confirm compliance with all non-supplanting or supplemental funds and/or certification/accreditation standards.

10. LIABILITY/INDEMNIFICATION/INSURANCE. WCCMHB assumes no liability for actions of Provider or the Provider's employees under this Agreement. Provider shall indemnify, defend and hold harmless WCCMHB, and its respective agents, employees, officers, directors, successors (collectively, the "Indemnitees") in respect to any damages, claims, allegations, losses, charges, actions, suits, proceedings, judgements, interest, penalties amounts paid in settlement, costs,

and expenses (including reasonable and verifiable attorneys' fees) (collectively, "Losses") which are imposed on, sustained, paid by, incurred or suffered by or asserted against any of the Indemnitees directly or indirectly related to, arising out of, or resulting from third party claims relating to (i) the acts, omissions or breach of Provider, its agents or representatives in connection with the performance of its obligations under this Agreement, (ii) any allegations by any federal, state or local government authority that Provider has in any way misused, misspent, improperly accounted for, or improperly disbursed funds, including but not limited to any allegations that Provider has violated any Medicare or Medicaid regulation, statute or ruling, or from any other violation of state or federal laws and regulations the Provider has certified as being in compliance.

During the term of this Agreement, Provider shall maintain in force policies of insurance including general liability, automobile and professional negligence covering its employees and contractors assigned to provider services hereunder. Policy limits are subject to review and reasonable approval by the WCCMHB. Upon execution of this Agreement, and on specific request thereafter, Provider shall supply to the WCCMHB a current certificate(s) of insurance reflecting the required insurance policies as outlined by this Agreement. The general and automobile liability policies shall include the Board, Board members and Board employees as additional insureds on a primary, non-contributory basis unless otherwise agreed to in writing. The declaration certificates shall specifically require the Insurance Company to notify the WCCMHB in writing at least 30 days prior to non-renewal, reduction or cancellation of the policy. All insurance policies shall be written through a company or companies having an AM Best rating of "A" or above. No payment will be made to the Provider until proper insurance certification has been received by the Board.

11. REPAYMENT. The Provider shall prepay to the WCCMHB all or any portion of the funds received under this Agreement if the Agreement, or any part thereof, is disallowed by any court or any federal or state administrative agency of the competent jurisdiction for any reason. Provider shall repay to the WCCMHB all or any portion of the funds received under this Agreement if any breach of this Agreement or if the WCCMHB finds a violation by the Provider of any relevant WCCMHB policy.

Notwithstanding any other terms in this Agreement to the contrary, if WCCMHB determines that grant funds were not fully utilized for the Services, WCCMHB shall request a repayment of the entire amount, or portion thereof, and Provider shall repay said amount to WCCMHB upon Provider's receipt of said request.

12. TERMINATION. Either Party may terminate this Agreement at any time and for any reason, or no reason at all, effective upon thirty (30) days advance written notice to the other party. However, either party may terminate this Agreement at any time, effective immediately upon written notice to the non-terminating party, if the non-terminating party breaches any of its material obligations under this Agreement. The Provider's reporting obligation and obligation to repay certain amounts under this Agreement shall survive the termination of this Agreement.

13. MONITORING AND EVALUATION. WCCMHB through its President, or designated staff and retained consultants, shall be afforded reasonable access to the premises where the Services are conducted by the Provider under this Agreement and to all records relating to the Services and their operation for the purposes of monitoring and evaluating the Services and payment by the WCCMHB within reasonable notice. WCCMHB also reserves the right to require supplementary material for the purposes of monitoring and evaluating services and payment procedures. Provider shall comply with the confidentiality requirements set by the state and federal law, as well as other regulations and rules that Provider is obligated to follow.

14. LEGAL COMPLIANCE. Provider assures and certifies with respect to this Agreement that it possesses legal authority to enter into this Agreement; that a resolution, motion, or similar action has been duly adopted or passed as an official act of its governing body authoring the execution of this Agreement, including all understandings and assurances contained herein, and directing and authorizing the person identified as the official representative (or "designee") of the Provider to act in connection with the Agreement and to provide such additional information as may be required by WCCMHB.

15. SEVERABILITY. If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.

16. CONTROLLING LAW/ENFORCEMENT. The Agreement that is signed is to be governed by the laws of the State of Illinois and the parties agree that exclusive venue for any legal proceedings shall be in Winnebago County, Illinois. In the event the WCCMHB takes any legal action to enforce the terms of this Agreement, including litigation, the Provider shall reimburse the WCCMHB for all legal fees incurred.

17. CERTIFICATIONS. By signing this Agreement, Provider certifies to WCCMHB that Provider is in compliance with all federal and state laws and regulations, and is not, together with its individual employees and contractors, ineligible for contracting with or receiving funds from any governmental entity. Each acceptance of payment from WCCMHB shall constitute a further certification of such compliance and eligibility. Provider shall provide evidence of the certifications of compliance and eligibility upon request by and to the satisfaction of the WCCMHB.

18. NOTICE. All notices or other written communications required or permitted to be given under this Agreement shall be deemed to have been duly given if delivered personally in hand; or sent certified U.S. mail, return receipt requested, postage prepaid; by email, or by fax; on the date received by and addressed to the appropriate party at the following address or as such other address as may be given in writing to the parties.

<p>If to WCCMHB:</p> <p>Contact: Mary Ann Abate</p> <p>WCCMHB C/O RPC</p> <p>127 N. Wyman St. Suite 100</p> <p>Rockford, IL 61101</p>	<p>If to Provider:</p> <p>Contact: Marlana Dokken</p> <p>Winnebago County</p> <p>404 Elm Street, Suite 533</p> <p>Rockford, IL 61101</p>
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19. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement of the parties and is intended as a complete and exclusive statement of the promises, representations, negotiations, discussions and agreements that have been made in connection with the subject matter hereof. No modification or amendment to this Agreement shall be binding upon the parties unless the same is in writing and signed by the representative parties' designees hereto.

WCCMHB: (Signatures)

PROVIDER: (Signatures)

Winnebago County Community
Mental Health Board

Winnebago County

By: Mary Ann Abate; K. Edward Copeland

By: Joseph Chiarelli

Its: President; Treasurer

Its: Winnebago County Board Chairman

Z:\W\WinnebagoCoMentalHealth\Funding Agmt 2021.docx

UNFINISHED BUSINESS

NEW BUSINESS

ANNOUNCEMENTS & COMMUNICATIONS



WINNEBAGO COUNTY

— ILLINOIS —

Announcements & Communications

Date: August 25, 2022

Item: Correspondence to the Board

Prepared by: County Clerk Lori Gummow

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

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

Background: The items listed below were received as correspondence.

1. County Clerk Gummow received from the United States Nuclear Regulatory Commission the following:
 - a. Byron Station Unit 1 and Unit 2 – Information REQUEST FOR THE “Cyber-Security” Baseline Inspection, Notification to Perform Inspection 05000454/2022403; 05000455/2022403.
 - b. Federal Register / Vol. 87, No. 152 / Tuesday, August 9, 2022 / Notices
 - c. Byron Station – Integrated Inspection Report 05000454/2022002 and 05000455/2022002.
 - d. Byron Station – Security Baseline Inspection Report 05000454/2022402 and 0500455/2022402.
2. County Clerk Gummow received from Charter Communications a notice that on or after September 7, 2022, Spectrum Mid-America, LLC (“Spectrum”), will launch EarthX TV on channel 798 and will add a Second HD Pay-Per-View Channel on HDPPV2 for the following:
 - a. Township of Harlem
 - b. Township of Rockton



WINNEBAGO COUNTY

— ILLINOIS —

- c. Township of Roscoe
 - d. County of Winnebago

- 3. County Clerk Gummow received from Charter Communications the Quarterly Franchise Fee Payment for the following:
 - a. Town of Rockton
 - b. Town of Roscoe
 - c. Township of Harlem

Adjournment