



WINNEBAGO COUNTY

— ILLINOIS —

AGENDA

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

Thursday, February 9, 2023
6:00 p.m.

1. **Call to Order** Chairman Joseph Chiarelli
2. **Invocation and Pledge of Allegiance** Board Member Joe Hoffman
3. **Agenda Announcements** Chairman Joseph Chiarelli
4. **Roll Call** Clerk Lori Gummow
5. **Awards, Presentations, Public Hearings and Public Participation**
 - A. Awards – None
 - B. Presentations – None
 - C. Public Hearings – None
 - D. Public Participation – Bruce G. Erickson, Update on 17th Circuit Therapy Dog Program in Winnebago County, Pro
6. **Approval of Minutes** Chairman Joseph Chiarelli
 - A. Approval of January 12, 2023 minutes
 - B. Layover of January 26, 2023 minutes
7. **Consent Agenda**.....Chairman Joseph Chiarelli
 - A. Raffle Report
 - B. Auditor’s Report
8. **Appointments (Per County Board rules, Board Chairman appointments require a 30-day layover unless there is a suspension of the rule).**
9. **Reports of Standing Committees**.....Chairman Joseph Chiarelli
 - A. Finance Committee John Butitta, Committee Chairman
 1. Committee Report

2. Ordinance Providing for the Payment of Certain Outstanding Bonds of the County of Winnebago, Illinois, and Authorizing and Directing the Execution of an Escrow Agreement in Connection Therewith to be Laid Over
3. Ordinance for Approval of Budget Amendment for the Circuit Clerk to be Laid Over
4. Ordinance for Approval of a Budget Adjustment for the Sheriff's Office to be Laid Over
5. Resolution Authorizing Execution of a Collective Bargaining Agreement with the American Federation of State, County, and Municipal Employees, AFL-CIO, Illinois Council 31, Local 473
6. Resolution Authorizing Execution of a Collective Bargaining Agreement with the Illinois Fraternal Order of Police Labor Council Representing Deputies in the Office of the Winnebago County Sheriff
7. Resolution Authorizing Wage Increases for Non-Bargaining Unit Employees of The County of Winnebago, Illinois

B. Zoning CommitteeJim Webster, Committee Chairman

Planning and/or Zoning Requests:

1. Committee Report

C. Economic Development Committee.....John Sweeney, Committee Chairman

1. Committee Report
2. Resolution Granting Authority to the Winnebago County Board Chairman to Execute the Documents Necessary to Complete a Loan for \$50,000 from the Revolving Loan Fund to Rock City Acquisitions, LLC
3. Resolution Granting Authority to the Winnebago County Board Chairman to Execute the Documents Necessary to Complete a Loan for \$32,500 from the Revolving Loan Fund to Dewayne Tentler Doing Business As Factory Appliance Repair
4. Resolution Approving Twenty-Five Thousand Dollars (\$25,000) from Host Fees to the Winnebago County Board Chairman to Support 501(C)(3) Non-Profit Community Organizations and Outreach

D. Operations and Administrative Committee.....Keith McDonald, Committee Chairman

1. Committee Report
2. Resolution Authorizing use of Winnebago County Health Department Surplus Funds to Pay Off the Bond on 555 N. Court Street

E. Public Works CommitteeDave Tassoni, Committee Chairman

1. Committee Report

F. Public Safety and Judiciary Committee.....Brad Lindmark, Committee Chairman

1. Committee Report

10. Unfinished BusinessChairman Joseph Chiarelli

Finance Committee

- A. Ordinance for Approval of Budget Amendment for Circuit Court Bailiff Laid Over from January 26, 2023 Meeting

B. Ordinance for Approval of Budget Amendment for Court Liaison Position Laid Over from January 26, 2023 Meeting

**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, February 23, 2023

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

Approval of Minutes

**REGULAR ADJOURNED MEETING
WINNEBAGO COUNTY BOARD
JANUARY 12, 2023**

1. Chairman Chiarelli Called to Order the Regular Adjourned Meeting of the Winnebago County Board for Thursday, January 12, 2023 at 6:00 p.m.
2. Board Member Booker gave the invocation and led the Pledge of Allegiance.
3. Agenda Announcements: None.

County Administrator Thompson reminded Board Members of the new microphone system.

4. Roll Call: 17 Present. 3 Absent. (Board Members Arena, Booker, Butitta, Goral, Hoffman, Hanserd, Lindmark, McCarthy, McDonald, Nabors, Penney, Salgado, Scrol, Sweeney, Tassoni, Thompson and Webster. (Board Members Crosby, Fellars, and Guevara were absent.)

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

5. Awards - None

Presentations - None

Public Hearings - None

Public Participation- Rev. Earl Dotson, Sr., West Side Rockford Redevelopment, Pro

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

APPROVAL OF MINUTES

6. Chairman Chiarelli entertained a motion to approve the Minutes. Board Member Booker made a motion to approve County Board Minutes of December 8, 2022 and layover County Board Minutes of December 22, 2022, seconded by Board Member Hoffman. Motion was approved by a unanimous vote of all members present. (Board Members Crosby and Guevara were absent.)

CONSENT AGENDA

7. Chairman Chiarelli entertained a motion to approve the Consent Agenda for January 12, 2023. Board Member McCarthy made a motion to approve the Consent Agenda which includes the Raffle Report and Auditor's Report, seconded by Board Member Penney. Motion was approved

by a unanimous vote of all members present. (Board Members Crosby and Guevara 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).

A. River Bluff Board of Directors, Annual Compensation: None

1. Jim Knutson (New Appointment), Rockford, Illinois, March 2023 to March 2027
2. Teresa Gobeli (New Appointment), Rockford, Illinois, March 2023 to March 2027
3. Trent Brass (New Appointment), Rockford, Illinois, March 2023 to March 2027
4. Bob Nieman (New Appointment), Rockford, Illinois, March 2023 to March 2027
5. Jay Ferraro (New Appointment), Rockford, Illinois, March 2023 to March 2027
6. Steve Schultz (New Appointment), Roscoe, Illinois, March 2023 to March 2027
7. Frank Perrecone (New Appointment), Rockford, Illinois, March 2023 to March 2027
8. Bernice Marinelli (New Appointment), Rockford, Illinois, March 2023 to March 2027
9. John Butitta (New Appointment), Rockford, Illinois, March 2023 to March 2027

Board Member Guevara arrived at 6:09 p.m.

REPORTS FROM STANDING COMMITTEES

FINANCE COMMITTEE

9. Board Member Butitta made a motion to approve a Resolution Amending the Fiscal Year 2023 Budget Policy, seconded by Board Member Thompson. Discussion by Director of the Chairman's Office of Criminal Justice Initiatives Dokken. Motion was approved by a unanimous vote of all members present. (Board Member Crosby was absent.)
10. Board Member Butitta made a motion to approve a Resolution to Establish Public Safety Sales Tax Policy, seconded by Board Member Lindmark. Discussion by Director of the Chairman's Office of Criminal Justice Initiatives Dokken. Motion was approved by a unanimous vote of all members present. (Board Member Crosby was absent.)

11. Board Member Butitta made a motion to approve a Resolution for the Purchase of a Truck for Facilities Department, seconded by Board Member Arena. Discussion by Board Member Butitta. Motion was approved by a unanimous vote of all members present. (Board Member Crosby was absent.)
12. Board Member Butitta made a motion to suspend the rules on Agenda Items 4. and 6. (as listed below.), seconded by Board Member Arena. Motion was approved by unanimous vote of all members present. (Board Member Crosby was absent.)
 4. Board Member Butitta made a motion to approve a Resolution Awarding ARP Funded HVAC CPU Replacements, seconded by Board Member Arena. Discussion by Purchasing Director Johns, County Administrator Thompson and Board Members Arena and Goral. Motion was approved by a voice vote. (Board Member Guevara voted no.) (Board Member Crosby was absent.)
 6. Board Member Butitta made a motion to approve a Resolution Awarding Bid for Animal Services Addition and Renovations with ARPA Funds, seconded by Board Member Thompson. Board Member Butitta made a motion to amend the Resolution, seconded by Board Member Thompson. Discussion by Board Member Arena and Penney. Motion to amend was approved by a unanimous vote of all members present. (Board Member Crosby was absent.) Board Member Butitta made a motion to approve the amended Resolution, seconded by Board Member Guevara. Motion was approved by a unanimous vote of all members present. (Board Member Crosby was absent.)
13. Board Member Butitta read in for the first reading of an Ordinance for a Budget Amendment for State's Attorney State Forfeiture Funds to be Laid Over.
14. Board Member Butitta read in for the first reading of an Ordinance for Approval of Budget Amendment for Distribution of Opioid Lawsuit Settlement Funds to be Laid Over. Board Member Butitta made a motion to suspend the rules, seconded by Board Member Thompson. Motion to suspend was approved by a unanimous vote of all members present. (Board Member Crosby was absent.) Board Member Butitta made a motion to approve the Ordinance, seconded by Board Member Hoffman. Discussion by Director of the Chairman's Office of Criminal Justice Initiatives Dokken, Chief of the Civil Bureau Vaughn, and Board Members Salgado, Tassoni, and McDonald. Motion was approved by a unanimous vote of all members present. (Board Member Crosby was absent.)
15. Board Member Butitta read in for the first reading of an Ordinance for Approval of Budget Amendment for Year End Adjustments to be Laid Over.
16. Board Member Butitta made a motion to approve a Resolution Authorizing Settlement of a Claim against the County of Winnebago entitled Shelly Turner versus Winnebago County, seconded by Board Member Webster. Discussion by Board Member Butitta. Motion was approved by a unanimous vote of all members present. (Board Member Crosby was absent.)

ZONING COMMITTEE

17. No Report.

ECONOMIC DEVELOPMENT COMMITTEE

18. Board Member Sweeney made a motion to approve a Resolution Granting Authority to the Winnebago County Board Chairman to Execute the Documents Necessary to Complete a Loan for \$100,000 from the Revolving Loan Fund to Rockford Rides, LLC, seconded by Board Member Nabors. Motion was approved by a unanimous vote of all members present. (Board Member Crosby was absent.)

Board Member Sweeney announced the next Economic Development Committee meeting will be postponed.

OPERATIONS & ADMINISTRATIVE COMMITTEE

19. No Report.

PUBLIC WORKS COMMITTEE

20. No Report.

PUBLIC SAFETY AND JUDICIARY COMMITTEE

21. Board Member Lindmark announced the Public Safety and Judiciary Committee will meet on January 18, 2023 and thanked Director of the Chairman's Office of Criminal Justice Initiatives Dokken for her hard work on the Public Safety Tax Policy.

UNFINISHED BUSINESS

22. None.

NEW BUSINESS

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

Board Member Guevara introduced a Resolution regarding a House Bill 44-12 for the Boards consideration.

Board Member Salgado spoke recommendations for the process of Opioid funds, casino revenue and the marijuana sales tax. Discussion by County Administrator Thompson.

Board Member Nabors commented on the Board Member seating arrangements. Discussion by Board Member Arena.

Board Member Goral requested an update on casino money, trustee program, and the landbank.

Board Member Butitta spoke of the NFL player being saved by CPR and believes there should be training available to all employees. Discussion by County Administrator Thompson.

Board Member McDonald advised the Board that AED defibrillators will talk you through the process as soon as they are opened. Discussion by Board Members Goral, Sweeney, and Lindmark.

ANNOUNCEMENTS & COMMUNICATION

24. County Clerk Gummow submitted the Items Listed Below as Correspondence which were "Placed on File" by Chairman Chiarelli:
- A. County Clerk Gummow submitted from the United States Nuclear Regulatory Commission the following:
 - a. Federal Register/Vol. 87, No. 247/Tuesday, December 27, 2022/Notices
 - b. Byron Station-Cyber Security Inspection Report 05000454/2022403 and 05000455/2022403
 - B. County Clerk Gummow submitted from Theresa Grennan, Chief Deputy Winnebago County Treasurer the following:
 - a. Winnebago County Treasurer Bank Balances – November, 2022
 - b. Collateralization Report – as of November, 2022
 - c. Investment Report - as of December, 2022
 - C. County Clerk Gummow submitted from Charter Communication the Quarterly Franchise Fee Payment.
 - D. County Clerk Gummow submitted from the Illinois Environmental Protection Agency a Public Notice regarding Proposed Issuance of a Federally Enforceable State Operating Permit Javon Bea Hospital-Riverside in Rockford.

ADJOURNMENT

25. Chairman Chiarelli entertained a motion to adjourn. County Board Member Webster moved to adjourn the meeting, seconded by Board Member Thompson. Motion was approved by a voice vote. The meeting was adjourned at 6:44 p.m.

Respectfully submitted,



Lori Gummow
County Clerk
ar

**REGULAR ADJOURNED MEETING
WINNEBAGO COUNTY BOARD
JANUARY 26, 2023**

1. Chairman Chiarelli Called to Order the Regular Adjourned Meeting of the Winnebago County Board for Thursday, January 26, 2023 at 6:00 p.m.
2. Board Member Hanserd gave the invocation and led the Pledge of Allegiance.
3. Agenda Announcements: None.
4. Roll Call: 17 Present. 3 Absent. (Board Members Arena, Booker, Butitta, Crosby, Fellars, Goral, Guevara, Hoffman, Hanserd, Lindmark, McCarthy, Salgado, Scrol, Sweeney, Tassoni, Thompson and Webster. (Board Members McDonald, Nabors, and Penney were absent.)

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

Board Member Nabors arrived at 6:04 p.m.

5. Awards - None
- Presentations - Tax Agent Presentation by Michael Dunn and Eric Setter from Region 1 Planning Council. Discussion by Board Members Goral, Nabors, and Hanserd.
- Public Hearings - None
- Public Participation- Rev. Earl Dotson, Sr., West Side Rockford Redevelopment, Pro

APPROVAL OF MINUTES

6. Chairman Chiarelli entertained a motion to approve the Minutes. Board Member Crosby made a motion to approve County Board Minutes of December 22, 2022 and layover County Board Minutes of January 12, 2023, seconded by Board Member Hoffman. Board Member Guevara made a motion to amend the December 22, 2022 Minutes to include the attendance of Board Members Goral and Webster, seconded by Board Member Thompson. Motion to amend was approved by a unanimous vote of all members present. (Board Members McDonald and Penney were absent.) Motion was approved by a unanimous vote of all members present. (Board Members McDonald and Penney were absent.)

CONSENT AGENDA

7. Chairman Chiarelli entertained a motion to approve the Consent Agenda for January 26, 2023. Board Member Guevara made a motion to approve the Consent Agenda which includes the Raffle Report and Auditor's Report, seconded by Board Member McCarthy. Motion was approved by a unanimous vote of all members present. (Board Members McDonald and Penney 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).**
- A. Harlem Cemetery Association, Annual Compensation: None
1. Ginger Eterno (New Appointment), South Beloit, Illinois, to fulfill the remainder of Patricia Rodger's term expiring May 2025

REPORTS FROM STANDING COMMITTEES

FINANCE COMMITTEE

9. Board Member Butitta read in for the first reading of an Ordinance for Approval of Budget Amendment for Circuit Court Bailiff to be Laid Over
10. Board Member Butitta read in for the first reading of an Ordinance for Approve of Budget Amendment for Court Liaison Position to be Laid Over.
11. Board Member Butitta made a motion to approve a Resolution Authorizing Amended Agreement for the Improving Criminal Justice Response to Domestic Violence, Dating Violence, Sexual Assault, and Stalking Grant, seconded by Board Member Thompson. Discussion by Board Member Butitta. Motion was approved by a unanimous vote of all members present. (Board Members McDonald and Penney were absent.)
12. Board Member Butitta made a motion to approve a Resolution Authorizing Amended Agreement for the Justice for Families Grant, seconded by Board Member Guevara. Discussion by Board Member Butitta. Motion was approved by a unanimous vote of all members present. (Board Members McDonald and Penney were absent.)
13. Board Member Butitta made a motion to approve a Resolution Authorizing Service Agreements for the Abuse in Later Life Grant, seconded by Board Member Crosby. Discussion by Board Member Butitta. Motion was approved by a unanimous vote of all members present. (Board Members McDonald and Penney were absent.)

ZONING COMMITTEE

14. No Report.

ECONOMIC DEVELOPMENT COMMITTEE

15. Board Member Sweeney announced the next Economic Development Committee will meet January 30, 2023 at 5:30 p.m.

OPERATIONS & ADMINISTRATIVE COMMITTEE

16. No Report.

PUBLIC WORKS COMMITTEE

17. Board Member Tassoni made a motion to approve (23-001) Resolution Declaring as Surplus Highway Department Vehicles and Equipment and Authorizing Sale, seconded by Board Member Guevara. Discussion by Board Member Tassoni. Motion was approved by a unanimous vote of all members present. (Board Members McDonald and Penney were absent.)
18. Board Member Tassoni made a motion to approve (23-002) Resolution Authorizing the Execution of a Local Public Agency Agreement with IDOT for a SPR Grant (Section: 22-00707-00-ES), seconded by Board Member Webster. Discussion by Board Member Tassoni. Motion was approved by a unanimous vote of all members present. (Board Members McDonald and Penney were absent.)

PUBLIC SAFETY AND JUDICIARY COMMITTEE

19. Board Member Lindmark made a motion to approve a Resolution Awarding Off-Site Administrative Medical Claims Services, seconded by Board Member Webster. Motion was approved by a unanimous vote of all members present. (Board Members McDonald and Penney were absent.)
20. Board Member Lindmark made a motion to approve a Resolution Awarding Detection and Mitigation of COVID-19 Technology, seconded by Board Member Webster. Motion was approved by a unanimous vote of all members present. (Board Members McDonald and Penney were absent.)
21. Board Member Lindmark made a motion to approve a Resolution Authorizing Service Agreement for police Services with 815 Entertainment LLC, DBA Hard Rock Casino Rockford, seconded by Board Member McCarthy. Board Member Scrol made a motion to amend the Resolution, seconded by Board Member Fellars. Discussion by Chief Deputy Ciganek and Board Members Butitta, Scrol, Arena, Lindmark, Nabors and Tassoni. Motion to amend was approved by a unanimous vote of all members present. (Board Members McDonald and Penney were absent.) Board Member Lindmark made a motion to approve the amended Resolution, seconded by Board Member Nabors. Motion was approved by a unanimous vote of all members present. (Board Members McDonald and Penney were absent.)

UNFINISHED BUSINESS

22. **Finance Committee**

- A. Board Member Butitta made a motion to approve an Ordinance for a Budget Amendment for State's Attorney State Forfeiture Funds Laid Over from January 12, 2023 Meeting, seconded by Board Member McCarthy. Discussion by Board Member Butitta. Motion was approved by a unanimous vote of all members present. (Board Members McDonald and Penney were absent.)
- B. Board Member Butitta made a motion to approve an Ordinance for Approval of Budget Amendment for Year End Adjustments Laid Over from January 12, 2023 Meeting, seconded by Board Member Crosby. Discussion by Chief Financial Officer Rickert. Motion was approved by a unanimous vote of all members present. (Board Members McDonald and Penney were absent.)

NEW BUSINESS

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

ANNOUNCEMENTS & COMMUNICATION

24. County Clerk Gummow submitted the Items Listed Below as Correspondence which were "Placed on File" by Chairman Chiarelli:
- A. County Clerk Gummow submitted from the United States Nuclear Regulatory Commission the following:
 - a. Byron Station, Unit Nos. 1 and 2 – Issuance of Amendments 231 and 231 RE: Adoption of TSTF-577, "Revised Frequencies for Steam Generation Tube Inspections," Revision 1 (EPID L-2022-LLA-0115)
 - b. Byron Station – Design Basis Assurance Inspection (Programs) Inspection Report 05000454/2022010 and 05000455/2022010.

ADJOURNMENT

25. Chairman Chiarelli entertained a motion to adjourn. County Board Member Webster moved to adjourn the meeting, seconded by Board Member Thompson. Motion was approved by a voice vote. (Board Members McDonald and Penney were absent.) The meeting was adjourned at 6:48 p.m.

Respectfully submitted,

Lori Gummow

Lori Gummow
County Clerk
ar

CONSENT AGENDA

RAFFLE APPLICATION REPORT

Presently the County Clerk's office has Raffle Applications submitted by
5 different organizations for 5 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
30849	1	HARLEM COMMUNITY CENTER	02/10/2023-06/03/2023	\$4,000.00
30850	1	WINNEBAGO FAN'S ASSOCIATION	02/13/2023-04/01/2023	\$2,000.00
30851	1	ST. JAMES ALTAR AND ROSARY SOCIETY	03/11/2023-05/11/2023	\$2,000.00
30852	1	PHEASANTS FOREVER KISHWAUKEE #157	03/03/2023-03/03/2023	\$4,930.00
30853	1	WOMANSPACE, INC.	02/10/2023-03/11/2023	\$745.00

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

This concludes my report,

Deputy Clerk

Kathleen M. Clausen

LORI GUMMOW
Winnebago County Clerk

Date

9-Feb-23

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	\$	478,514
101	PUBLIC SAFETY TAX	\$	85,562
103	DOCUMENT STORAGE FUND	\$	5,244
105	VITAL RECORDS FEE FUND	\$	2
106	RECORDERS DOCUMENT FEE FUND	\$	9,994
107	COURT AUTOMATION FUND	\$	358
109	VICTIM IMPACT PANEL FEE	\$	800
111	CHILDREN'S WAITING ROOM FUND	\$	126
114	911 OPERATIONS FUND	\$	144,468
115	PROBATION SERVICE FUND	\$	1,245
118	NEUTRAL SITE CUSTODY EXCHANGE	\$	45,372
120	DEFERRED PROSECUTION PROGRAM	\$	6,734
123	STATE DRUG FORFEITURE ST ATTY	\$	2,310
126	LAW LIBRARY	\$	5,136
131	DETENTION HOME	\$	13,761
155	MEMORIAL HALL	\$	2,438
161	COUNTY HIGHWAY	\$	58,779
163	FEDERAL AID MATCHING FUND	\$	21,002
164	MOTOR FUEL TAX FUND	\$	114,569
165	TOWNSHIP HIGHWAY FUND	\$	52,801
169	HIGHWAY REBUILD IL GRANT	\$	47,556
181	VETERANS ASSISTANCE FUND	\$	4,810
185	HEALTH INSURANCE	\$	255,112
194	TORT JUDGMENT & LIABILITY	\$	89,652
196	MENTAL HEALTH TAX FUND	\$	41,256
301	HEALTH GRANTS	\$	629,846
302	SHERIFF'S DEPT GRANTS	\$	109,618
304	PROBATION GRANTS	\$	43,658
307	COMMUNITY DEVELOPMENT GRANTS	\$	3,500
309	CIRCUIT COURT GRANT FUND	\$	57,983
310	CITY ELECTION FUND	\$	912,404
313	AMERICA RESCUE PLAN	\$	259,754
314	CJCC GRANTS FUND	\$	9,288
401	RIVER BLUFF NURSING HOME	\$	328,618
410	ANIMAL SERVICES	\$	20,468
420	555 N COURT OPERATIONS FUND	\$	95,930
430	WATER FUND	\$	8,673
501	INTERNAL SERVICES	\$	12,370
743	CAPITAL PROJECTS FUND	\$	60,317
	TOTAL THIS REPORT	\$	4,040,154

The adoption of this report is hereby recommended:


William Crowley, County Auditor

ADOPTED: This 9th day of February 2023 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



Ordinance Executive Summary

Prepared By: David J. Rickert

Committee: Finance Committee

Committee Date: February 2, 2023

Resolution Title: An ordinance providing for the payment of certain outstanding bonds of The County of Winnebago, Illinois, and authorizing and directing the execution of an Escrow Agreement in connection therewith.

County Code: Not Applicable

Board Meeting Date: February 9, 2023

Budget Information:

Was item budgeted?	No	Appropriation Amount: see budget amendment
If not, explain funding source: Existing fund balance General Fund and Health Dept Fund		
ORG/OBJ/Project Code:	13500 – Miscellaneous County 60100 – Health Fund Budget Impact: see budget amendment	

Background Information: Currently the County General fund and the Health Department Fund have funds available. The County has determined that it would be in the best interest of the County to apply available funds to defease the 2016A, 2016D and 2020B bond issues.

Recommendation: Finance Department recommends.

Contract/Agreement: See attached document

Legal Review: Not Applicable

Follow-Up: Not Applicable

2023 Fiscal Year

Sponsored by:
John Butitta, Finance Committee Chairman

Finance: February 2, 2023
Lay Over: February 9, 2023
Final Vote: February 23, 2023

2023 CO

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

The Winnebago County Finance Committee presents the following Ordinance amending the Annual Appropriation Ordinance for the fiscal year ending September 30, 2023 and recommends its adoption.

ORDINANCE

WHEREAS, the Winnebago County currently has funds available in the County General Fund and the Health Department Fund and the County has determined that it would be in the best interest of the County to apply available funds to defease the 2016A, 2016D and 2020B bond issue; and,

WHEREAS, the Winnebago County Board adopted the "Annual Budget and Appropriation Ordinance" for the fiscal year ending September 30, 2023 at its September 29, 2022 meeting; and,

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

NOW, THEREFORE, BE IT ORDAINED, that the County Board deems that pursuant to provisions as set forth in 55ILCS 5/6-1003(2014), certain conditions have occurred in connection with the operations of the County which are deemed to be immediate emergencies; therefore, the increases detailed per the attached Request for Budget Amendment are hereby authorized for Amendment **#23-009 Bond Defeasance**.

Respectfully Submitted,
FINANCE COMMITTEE

AGREE

DISAGREE

JOHN BUTITTA, CHAIR

JOHN BUTITTA, CHAIR

JAIME SALGADO, VICE CHAIR

JAIME SALGADO, VICE CHAIR

JEAN CROSBY

JEAN CROSBY

JOE HOFFMAN

JOE HOFFMAN

KEITH McDONALD

KEITH McDONALD

JOHN F. SWEENEY

JOHN F. SWEENEY

MICHAEL THOMPSON

MICHAEL THOMPSON

The above and foregoing Ordinance was adopted by the County Board of the County of
Winnebago, Illinois this _____ day of _____ 2023.

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

2023
WINNEBAGO COUNTY
FINANCE COMMITTEE
REQUEST FOR BUDGET AMENDMENT

DATE SUBMITTED:		2/2/2023		AMENDMENT NO: 2023-009	
DEPARTMENT:		Finance		SUBMITTED BY: Dave Rickert	
FUND#:		various		DEPT. BUDGET NO. various	

Department Org Number	Object (Account) Number	Project Number	Object (Account) Description	Adopted Budget	Amendments Previously Approved	Revised Approved Budget	Increase (Decrease)	Revised Budget after Approved Budget Amendment
Expenditures								
13500	49110		Txfr to Other Funds	\$5,337,000	\$0	\$5,337,000	\$5,917,539	\$11,254,539
60100	49110		Txfr to Other Funds	\$0	\$0	\$0	\$1,765,222	\$1,765,222
51800	45112		Payment to Debt Escrow Agent	\$0	\$0	\$0	\$2,537,884	\$2,537,884
54800	45112		Payment to Debt Escrow Agent	\$0	\$0	\$0	\$3,379,655	\$3,379,655
51500	45112		Payment to Debt Escrow Agent	\$0	\$0	\$0	\$1,765,222	\$1,765,222
Revenue								
51800	39110		Transfer from Other Funds	(\$100,150)	\$0	(\$100,150)	(\$2,537,884)	(\$2,638,034)
54800	39110		Transfer from Other Funds	(\$101,550)	\$0	(\$101,550)	(\$3,379,655)	(\$3,481,205)
51500	39110		Transfer from Other Funds	\$0	\$0	\$0	(1,765,222)	(\$1,765,222)
TOTAL ADJUSTMENT:							\$7,682,761	
Reason budget amendment is required:								
Currently the County General fund and the Health Department Fund have funds available. The County has determined that it would be in the best interest of the County to apply available funds to defease the 2016A, 2016D and 2020B bond issues. This budget amendment would reflect the use of the General Fund and Health department funds and properly reflect the payments to the escrow agent.								
Potential alternatives to budget amendment:								
None								
Impact to fiscal year 2023 budget: \$7,682,761								
Revenue Source: Fund 0001 General Fund Balance and Fund 0301 Health Department Fund Balance								

MINUTES of a regular public meeting of the County Board of
The County of Winnebago, Illinois, held in the County Board Room
located in the Winnebago County Courthouse, 400 West State
Street, Rockford, Illinois, in said County at 6:00 o'clock P.M., on
the 9th day of February, 2023.

* * *

The Chairman called the meeting to order and directed the County Clerk to call the roll.

Upon the roll being called Joseph V. Chiarelli, the Chairman, and the following County
Board Members were physically present at said location: _____

The following County Board Members were allowed by a majority of the members of the
County Board in accordance with and to the extent allowed by rules adopted by the County Board
to attend the meeting by video or audio conference: _____

No County Board Member was not permitted to attend the meeting by video or audio
conference.

The following County Board Members were absent and did not participate in the meeting
in any manner or to any extent whatsoever: _____

The Chairman announced that the County Board would next consider the adoption of an
ordinance providing for the payment of certain bonds of the County with lawfully available funds

on hand and authorizing and directing the execution of an escrow agreement with The Bank of New York Mellon Trust Company, N.A. in connection therewith.

Whereupon County Board Member _____ presented and the County Clerk read by title an ordinance as follows, a copy of which was provided to each County Board Member prior to said meeting and to everyone in attendance at said meeting who requested a copy:

AN ORDINANCE providing for the payment of certain outstanding bonds of The County of Winnebago, Illinois, and authorizing and directing the execution of an Escrow Agreement in connection therewith.

* * *

WHEREAS, The County of Winnebago, Illinois (the “*County*”), is a duly organized and existing unit of local government created and existing under the provisions of the laws of the State of Illinois, and is now operating under the provisions of the Counties Code of the State of Illinois, as amended; and

WHEREAS, the County has issued and has outstanding General Obligation Alternate Refunding Bonds (Public Safety Sales Tax and Quarter Cent Sales Tax Alternate Revenue Sources), Series 2016A, Taxable General Obligation Alternate Refunding Bonds (Public Safety Sales Tax and Quarter Cent Sales Tax Alternate Revenue Sources), Series 2016D, and General Obligation Refunding Bonds (Alternate Revenue Source), Series 2020B, of the County (collectively, the “*Prior Bonds*”); and

WHEREAS, the County Board of the County (the “*Board*”) hereby finds that there are funds of the County on hand and lawfully available to pay all or a portion of the Prior Bonds (the “*Available Funds*”); and

WHEREAS, the County Board hereby further finds that it is necessary and in the best interests of the County to apply the Available Funds, in an amount not to exceed \$8,500,000, to the payment of all or a portion of the Prior Bonds described in the hereafter-defined Escrow Agreement (the “*Defeased Bonds*”); and

WHEREAS, in order to properly provide for the payment of the Defeased Bonds, it will be necessary to transfer Available Funds to The Bank of New York Mellon Trust Company, N.A., as escrow agent (the “*Escrow Agent*”), pursuant to the Escrow Agreement, to be invested by the

Escrow Agent, on behalf of the County, in direct obligations of or obligations guaranteed by the full faith and credit of the United States of America, the principal of and interest on which will be used to pay the principal of and interest on the Defeased Bonds when due; and

WHEREAS, it is necessary that the Board authorize the form of Escrow Agreement with the Escrow Agent and direct the execution of the Escrow Agreement by officers of the County:

NOW, THEREFORE, Be it Ordained by the County Board of The County of Winnebago, Illinois, as follows:

Section 1. Incorporation of Preambles. The Board hereby finds that all of the recitals contained in the preambles to this Ordinance are full, true and correct and does incorporate them into this Ordinance by this reference.

Section 2. Definitions. The words and terms used in this Ordinance shall have the definitions set forth for them in the form of Escrow Agreement provided herein, unless the context or use of same shall clearly indicate that another meaning is intended.

Section 3. The Funding of the Escrow. The County Treasurer is hereby authorized and directed to permanently transfer the Available Funds to the Escrow Agent pursuant to the Escrow Agreement on the date of the Escrow Agreement (not later than July 1, 2023). Such funds shall be used and are hereby appropriated to acquire the Government Securities, to fund the costs incurred in connection with the execution and delivery of the Escrow Agreement and to provide a beginning cash deposit.

Section 4. Form and Authorization of Agreement. The Agreement and all the terms thereof, in the form provided hereby, are hereby approved, and the Chairman of the Board and County Clerk are hereby authorized and directed to execute the Agreement in the name of the County. The Agreement shall be in substantially the following form:

ESCROW AGREEMENT

This Escrow Agreement, dated _____, 2023, by and between The County of Winnebago, Illinois (the “*County*”), and The Bank of New York Mellon Trust Company, N.A., a national banking association having trust powers, organized and operating under the laws of the United States of America, located in Chicago, Illinois (the “*Escrow Agent*”), in consideration of the mutual promises and agreements herein set forth:

WITNESSETH:

ARTICLE I

DEFINITIONS

The following words and terms used in this Agreement shall have the following meanings unless the context or use clearly indicates another or different meaning:

Section 1.01. “*Agreement*” means this Agreement between the County and the Escrow Agent.

Section 1.02. “*Board*” means the County Board of the County.

Section 1.03. “*Code*” means Section 148 of the Internal Revenue Code of 1986, and all lawful regulations promulgated thereunder.

Section 1.04. “*Defeased Bonds*” means the outstanding bonds of the County as follows:

\$2,485,000 General Obligation Alternate Refunding Bonds (Public Safety Sales Tax and Quarter Cent Sales Tax Alternate Revenue Sources), Series 2016A, dated March 31, 2016, being all of the bonds outstanding from an issue in the original principal amount of \$2,485,000, fully registered and without coupons, due on December 30, 2025, and bearing interest at the rate of 4.00% per annum.

\$3,360,000 Taxable General Obligation Alternate Refunding Bonds (Public Safety Sales Tax and Quarter Cent Sales Tax Alternate Revenue Sources), Series 2016D, dated November 29, 2016, being all of the bonds outstanding from an issue in the original principal amount of \$5,420,000, fully registered and without coupons, due on December 30 of the years and in the amounts and bearing interest at the rates per annum as follows:

YEAR OF MATURITY	PRINCIPAL AMOUNT	RATE OF INTEREST
2025	\$ 500,000	3.00%
2026	2,860,000	3.00%

\$1,510,000 General Obligation Refunding Bonds (Alternate Revenue Source), Series 2020B, dated July 7, 2020, being all of the bonds outstanding from an issue in the original principal amount of \$2,020,000, fully registered and without coupons, due on December 30 of the years and in the amounts and bearing interest at the rates per annum as follows:

YEAR OF MATURITY	PRINCIPAL AMOUNT	RATE OF INTEREST
2023	\$180,000	5.00%
2024	190,000	5.00%
2025	205,000	5.00%
2026	215,000	5.00%
2027	225,000	5.00%
2028	240,000	5.00%
2029	255,000	5.00%

Section 1.05. “County” means The County of Winnebago, Illinois.

Section 1.06. “Escrow Account” means the trust account established under this Agreement by the deposit of the Government Securities and the beginning cash.

Section 1.07. “Escrow Agent and Paying Agent” means The Bank of New York Mellon Trust Company, N.A., a national banking association having trust powers, organized and operating under the laws of the United States of America, located in Chicago, Illinois, not individually but in the capacity for the uses and purposes hereinafter mentioned, or any successor thereto.

Section 1.08. “Government Securities” means the non-callable direct obligations of or non-callable obligations guaranteed by the full faith and credit of the United States of America as to principal and interest deposited hereunder as more particularly described in *Exhibit A* to this Agreement.

Section 1.09. “*Ordinance*” means the ordinance adopted on the 9th day of February, 2023, by the Board entitled:

AN ORDINANCE providing for the payment of certain outstanding bonds of The County of Winnebago, Illinois, and authorizing and directing the execution of an Escrow Agreement in connection therewith.

Section 1.10. “*Treasurer*” means the County Treasurer of the County.

ARTICLE II

CREATION OF ESCROW

Section 2.01. The County by the Ordinance has authorized the provision for payment of the Defeased Bonds by the deposit on demand and to purchase on behalf of the County the Government Securities. Such deposit and securities will provide all moneys necessary to pay the principal of and interest on the Defeased Bonds when due.

Section 2.02. The County deposits \$_____ from funds on hand and legally available for the purchase of the Government Securities and the funding of a beginning cash escrow deposit on demand in the amount of \$____. The beginning deposit and the Government Securities are held in an irrevocable trust fund account for the County to the benefit of the holders of the Defeased Bonds to pay the principal of and interest on the Defeased Bonds when due.

Section 2.03. The principal of and income and profit to be received from the Government Securities, when paid at maturity, and the cash held in accordance with Section 2.02 hereof, will be sufficient, at all times pending the final payment of the Defeased Bonds, to pay all interest on and all principal of the Defeased Bonds when due.

Section 2.04. The Escrow Agent and the County have each received the report of Dunbar, Breitweiser & Company, LLP, Bloomington, Illinois, attached hereto as *Exhibit B* (the “*Verification Report*”), that the principal of and income and profit to be received from the Government Securities, when paid at maturity, and the cash held in accordance with Section 2.02

hereof, will be sufficient, at all times pending the final payment of the Defeased Bonds, to pay all interest on and all principal of the Defeased Bonds when due as evidenced by said Report.

ARTICLE III

COVENANTS OF ESCROW AGENT

The Escrow Agent covenants and agrees with the County as follows:

Section 3.01. The Escrow Agent will hold the Government Securities and all interest income or profit derived therefrom and all uninvested cash in an irrevocable segregated and separate trust fund account for the sole and exclusive benefit of the holders of the Defeased Bonds until final payment thereof.

Section 3.02. The beginning cash escrow deposit shall not be invested by the Escrow Agent. [Otherwise, the Escrow Agent will reinvest all available uninvested balances (rounded to an even \$100) in the Escrow Account on deposit from time to time, whenever said balances exceed \$1,000, and acknowledges that the schedule of amounts available for reinvestment appears in the cash flow tables in the Verification Report. Investments so made shall be in direct obligations of or obligations guaranteed by the full faith and credit of the United States of America or in money market mutual funds comprised solely of such obligations, and shall be scheduled to mature on or prior to the next succeeding interest payment date on the Defeased Bonds on which such proceeds will be needed to pay the principal of or interest on the Defeased Bonds.]

The Escrow Agent shall hold balances not so invested in the Escrow Account on demand and in trust for the purposes hereof and shall secure same in accordance with applicable Illinois law for the securing of public funds.

Section 3.03. The Escrow Agent will take no action in the investment or securing of the proceeds of the Government Securities which would cause the Defeased Bonds to be classified as “arbitrage bonds” under the Code, *provided*, it shall be under no duty to affirmatively inquire

whether the Government Securities as deposited are properly invested under said section; and, *provided, further*, it may rely on all specific directions in this Agreement in the investment or reinvestment of balances held hereunder.

Section 3.04. The Escrow Agent will promptly collect the principal, interest or profit from the Government Securities and promptly apply the same as necessary to the payment of principal and interest on the Defeased Bonds when due.

Section 3.05. The Escrow Agent will remit to the Paying Agent, in good funds on or before each principal or interest payment on the Defeased Bonds, moneys sufficient to pay such principal and interest as will meet the requirements for the retirement of the Defeased Bonds, and such remittances shall fully release and discharge the Escrow Agent from any further duty or obligation thereto under this Agreement.

Section 3.06. The Escrow Agent will make no payment of fees, charges or expenses due or to become due, of the Paying Agent or the bond registrar and paying agent on the Defeased Bonds, and the County either paid such fees, charges and expenses in advance as set forth in Section 3.07 hereof or covenants to pay the same as they become due.

Section 3.07. The charges, fees and expenses of the Escrow Agent have been paid in advance, and all charges, fees or expenses of the Escrow Agent in carrying out any of the duties, terms or provisions of this Agreement shall be paid solely therefrom.

Section 3.08. The Escrow Agent has all the powers and duties herein set forth with no liability in connection with any act or omission to act hereunder, except for its own negligence or willful breach of trust, and shall be under no obligation to institute any suit or action or other proceeding under this Agreement or to enter any appearance in any suit, action or proceeding in which it may be defendant or to take any steps in the enforcement of its, or any, rights and powers hereunder, nor shall be deemed to have failed to take any such action, unless and until it shall have

been indemnified by the County to its satisfaction against any and all costs and expenses, outlays, counsel fees and other disbursements, including its own reasonable fees, and if any judgment, decree or recovery be obtained by the Escrow Agent, payment of all sums due it, as aforesaid, shall be a first charge against the amount of any such judgment, decree or recovery.

Section 3.09. The Escrow Agent may in good faith buy, sell or hold and deal in any of the Defeased Bonds.

Section 3.10. The Escrow Agent will submit to the Treasurer a statement within forty-five (45) days after June 30 and December 30 of each calendar year, commencing June 30, 2023, itemizing all moneys received by it and all payments made by it under the provisions of this Agreement during the preceding six (6) month period (or, for the first period, from the date hereof to June 30, 2023), and also listing the Government Securities on deposit therewith on the date of said report, including all moneys held by it received as interest on or profit from the collection of the Government Securities.

Section 3.11. If at any time it shall appear to the Escrow Agent that the available proceeds of the Government Securities and deposits on demand in the Escrow Account will not be sufficient to make any payment due to the holders of any of the Defeased Bonds, the Escrow Agent shall notify the Treasurer and the Board, not less than five (5) days prior to such date, and the County agrees that it will from any funds legally available for such purpose make up the anticipated deficit so that no default in the making of any such payment will occur.

ARTICLE IV

COVENANTS OF COUNTY

The County covenants and agrees with the Escrow Agent as follows:

Section 4.01. The Escrow Agent shall have no responsibility or liability whatsoever for (a) any of the recitals of the County herein, (b) the performance of or compliance with any

covenant, condition, term or provision of the Ordinance, and (c) any undertaking or statement of the County hereunder or under the Ordinance.

Section 4.02. All payments to be made by, and all acts and duties required to be done by, the Escrow Agent under the terms and provisions of this Agreement, shall be made and done by the Escrow Agent without any further direction or authority of the County or the Treasurer.

ARTICLE V

AMENDMENTS, REINVESTMENT OF FUNDS, IRREVOCABILITY OF AGREEMENT

Section 5.01. Except as provided in Section 5.04 hereof, all of the rights, powers, duties and obligations of the Escrow Agent hereunder shall be irrevocable and shall not be subject to amendment by the Escrow Agent and shall be binding on any successor to the Escrow Agent during the term of this Agreement.

Section 5.02. Except as provided in Section 5.04 hereof, all of the rights, powers, duties and obligations of the County hereunder shall be irrevocable and shall not be subject to amendment by the County and shall be binding on any successor to the officials now comprising the Board during the term of this Agreement.

Section 5.03. Except as provided in Section 5.04 hereof, all of the rights, powers, duties and obligations of the Treasurer hereunder shall be irrevocable and shall not be subject to amendment by the Treasurer and shall be binding on any successor to said official now in office during the term of this Agreement.

Section 5.04. This Agreement may be amended or supplemented, and the Government Securities or any portion thereof may be sold, redeemed, invested or reinvested, in any manner provided (any such amendment, supplement, or direction to sell, redeem, invest or reinvest to be referred to as a “*Subsequent Action*”), upon submission to the Escrow Agent of each of the following:

(1) Certified copy of proceedings of the Board authorizing the Subsequent Action and copy of the document effecting the Subsequent Action signed by duly designated officers of the County.

(2) An opinion of nationally recognized bond counsel or tax counsel nationally recognized as having an expertise in the area of tax-exempt municipal bonds that the Subsequent Action has been duly authorized by the Board and will not adversely affect the tax-exempt status of the interest on the Defeased Bonds nor violate the covenants of the County not to cause the Defeased Bonds to become “arbitrage bonds” under the Code, and that the Subsequent Action does not materially adversely affect the legal rights of the holders of the Defeased Bonds.

(3) An opinion of a firm of nationally recognized independent certified public accountants that the amounts (which will consist of cash or deposits on demand held in trust or receipts from non-callable direct obligations of or non-callable obligations guaranteed by the full faith and credit of the United States of America, all of which shall be held hereunder) available or to be available for payment of the Defeased Bonds will remain sufficient to pay when due all principal and interest on the Defeased Bonds after the taking of the Subsequent Action.

ARTICLE VI

MERGER, CONSOLIDATION OR RESIGNATION OF ESCROW AGENT

Any banking association or corporation into which the Escrow Agent may be merged, converted or with which the Escrow Agent may be consolidated, or any corporation resulting from any merger, conversion or consolidation to which the Escrow Agent shall be a party, or any banking association or corporation to which all or substantially all of the corporate trust business of the Escrow Agent shall be transferred, shall succeed to all the Escrow Agent’s rights, obligations

and immunities hereunder without the execution or filing of any paper or any further act on the part of any of the parties hereto, anything herein to the contrary notwithstanding. The Escrow Agent may at any time resign as Escrow Agent under this Agreement by giving 30 days' written notice to the County, and such resignation shall take effect upon the appointment of a successor Escrow Agent by the County. The County may select as successor Escrow Agent any financial institution with capital, surplus and undivided profits of at least \$75,000,000 and having a corporate trust office within the State of Illinois, and which is authorized to maintain trust accounts for municipal corporations in Illinois under applicable law.

ARTICLE VII

NOTICES TO THE COUNTY, THE TREASURER AND THE ESCROW AGENT

Section 7.01. All notices and communications to the County and the Board shall be addressed in writing to: County Board, The County of Winnebago, Administration Building, 404 Elm Street, Rockford, Illinois 61101.

Section 7.02. All notices and communications to the Treasurer shall be addressed in writing to: County Treasurer, The County of Winnebago, Administration Building, 404 Elm Street, Rockford, Illinois 61101.

Section 7.03. All notices and communications to the Escrow Agent shall be addressed in writing to: Corporate Trust Department, The Bank of New York Mellon Trust Company, N.A., 2 North LaSalle Street, Suite 700, Chicago, Illinois 60602.

ARTICLE VIII

TERMINATION OF AGREEMENT

Section 8.01. That, upon final disbursement of funds sufficient to pay the principal and interest of the Defeased Bonds as hereinabove provided for, the Escrow Agent will transfer any balance remaining in the Escrow Account to the Treasurer with due notice thereof mailed to the Board, and thereupon this Agreement shall terminate.

IN WITNESS WHEREOF, The County of Winnebago, Illinois, has caused this Agreement to be signed in its name by the Chairman of the Board and to be attested by the County Clerk of the County; and The Bank of New York Mellon Trust Company, N.A, Chicago, Illinois, not individually, but in the capacity as hereinabove described, has caused this Agreement to be signed in its corporate name by one of its officers and attested by one of its officers under its corporate seal hereunto affixed, all as of the ____ day of _____, 2023.

THE COUNTY OF WINNEBAGO

By _____
Chairman, County Board

Attest:

County Clerk

THE BANK OF NEW YORK MELLON TRUST
COMPANY, N.A, Chicago, Illinois

By _____
Its _____

Attest:

Its _____

[BANK SEAL]

This Escrow Agreement received and acknowledged by me this ____ day of _____,
2023.

County Treasurer

EXHIBIT A

GOVERNMENT SECURITIES

EXHIBIT B

VERIFICATION REPORT

Section 5. Purchase of the Government Securities. The Escrow Agent and Speer Financial, Inc. are each hereby authorized to act as agent for the County in the purchase of the Government Securities described and set forth in the Escrow Agreement.

Section 6. Certificate of Reduction of Taxes. The Chairman of the County Board and the County Treasurer are hereby directed to prepare and file with the County Clerk a Certificate of Reduction of Taxes Heretofore Levied for the Payment of Bonds showing the Prior Bonds being paid and directing the abatement of taxes heretofore levied to pay the Defeased Bonds.

Section 7. Severability. If any section, paragraph, clause or provision of this Ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Ordinance.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

Section 8. Repealer and Effective Date. All ordinances, resolutions or parts thereof in conflict herewith be and the same are hereby repealed and that this Ordinance shall be in full force and effect forthwith upon its adoption.

ADOPTED by the County Board of The County of Winnebago, Illinois, this 9th day of February, 2023.

Chairman of the County Board of
The County of Winnebago, Illinois

ATTEST:

County Clerk and ex-officio
Clerk of the County Board of
The County of Winnebago, Illinois

Member _____ moved and Member _____
seconded the motion that said ordinance as presented and read by title be adopted.

After a full and complete discussion thereof, the Chairman directed that the County Clerk
call the roll for a vote upon the motion to adopt said ordinance.

Upon the roll being called, the following members voted AYE: _____

The following members voted NAY: _____

Whereupon the Chairman declared the motion carried and said ordinance adopted, and in
open meeting approved and signed said ordinance and directed the County Clerk to record the
same in full in the records of the County Board of The County of Winnebago, Illinois, which was
done.

Other business not pertinent to the adoption of said ordinance was duly transacted at said
meeting.

Upon motion duly made, seconded and carried, the meeting was adjourned.

County Clerk

STATE OF ILLINOIS)
) SS
COUNTY OF WINNEBAGO)

CERTIFICATION OF MINUTES AND ORDINANCE

I, the undersigned, do hereby certify that I am the duly qualified and acting County Clerk of The County of Winnebago, Illinois (the “*County*”), and as such official I am the keeper of the records and files of the County Board of the County (the “*Board*”).

I do further certify that the foregoing constitutes a full, true and complete transcript of the minutes of the meeting of the Board held on the 9th day of February, 2023, insofar as same relates to the adoption of an ordinance entitled:

AN ORDINANCE providing for the payment of certain outstanding bonds of The County of Winnebago, Illinois, and authorizing and directing the execution of an Escrow Agreement in connection therewith.

a true, correct and complete copy of which said ordinance as adopted at said meeting appears in the foregoing transcript of the minutes of said meeting.

I do further certify that the deliberations of the Board on the adoption of said ordinance were conducted openly, that the vote on the adoption of said ordinance was taken openly, that said meeting was held at a specified time and place convenient to the public, that notice of said meeting was duly given to all of the news media requesting such notice, that an agenda for said meeting was posted at the location where said meeting was held and at the principal office of the Board at least 48 hours in advance of the holding of said meeting, that a true, correct and complete copy of said agenda as so posted is attached hereto as *Exhibit A*, that at least one copy of said agenda was continuously available for public review during the entire 48-hour period preceding said meeting, that said meeting was called and held in strict compliance with the provisions of the Open Meetings Act of the State of Illinois, as amended, and with the provisions of the Counties Code of the State of Illinois, as amended, and that the Board has complied with all of the provisions of said Act and said Code and with all of the procedural rules of the Board in the conduct of said meeting and in the adoption of said ordinance.

IN WITNESS WHEREOF, I hereunto affix my official signature and the seal of the County, this 9th day of February, 2023.

County Clerk

[SEAL]



Ordinance Executive Summary

Prepared By: Dave Rickert and Finance Department
Committee: Finance Committee
Committee Date: February 2nd, 2023
Ordinance Title: Ordinance for Approval of Budget Amendment for the Circuit Clerk
County Code: Not Applicable
Board Meeting Date: February 9th, 2023

Budget Information:

Was item budgeted?	No	Appropriation Amount:	N/A
If not, explain funding source: Fund Balance			
ORG/OBJ/Project Code: Various		Budget Impact: 141,088	

Background Information: On December 5, 2022, Circuit Clerk Thomas A. Klein received the attached press release. The Circuit Clerk's Office is requesting 5 additional staff members to meet the needs of these additional Judges.

Recommendation: Circuit Clerk Thomas A. Klein recommends approval.

Contract/Agreement: Not Applicable

Legal Review: Not Applicable

Follow-Up: Not Applicable

2023 Fiscal Year

Sponsored by:
John Butitta, Finance Committee Chairman

Finance: February 2, 2023
Lay Over: February 9, 2023
Final Vote: February 23, 2023

2023 CO

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

The Winnebago County Finance Committee presents the following Ordinance amending the Annual Appropriation Ordinance for the fiscal year ending September 30, 2023 and recommends its adoption.

ORDINANCE

WHEREAS, On December 5, 2022, Circuit Clerk Thomas A. Klein received the attached press release. The Circuit Clerk's Office is requesting 5 additional staff members to meet the needs of these additional Judges.

WHEREAS, the Winnebago County Board adopted the "Annual Budget and Appropriation Ordinance" for the fiscal year ending September 30, 2023 at its September 30, 2022 meeting; and,

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

NOW, THEREFORE, BE IT ORDAINED, that the County Board deems that pursuant to provisions as set forth in 55ILCS 5/6-1003(2014), certain conditions have occurred in connection with the operations of the County which are deemed to be immediate emergencies; therefore, the increases detailed per the attached Request for Budget Amendment are hereby authorized for Amendment **#23-011 Circuit Clerk**.

Respectfully Submitted,
FINANCE COMMITTEE

AGREE

DISAGREE

JOHN BUTITTA, CHAIR

JOHN BUTITTA, CHAIR

JAIME SALGADO, VICE CHAIR

JAIME SALGADO, VICE CHAIR

JEAN CROSBY

JEAN CROSBY

JOE HOFFMAN

JOE HOFFMAN

KEITH McDONALD

KEITH McDONALD

JOHN F. SWEENEY

JOHN F. SWEENEY

MICHAEL THOMPSON

MICHAEL THOMPSON

The above and foregoing Ordinance was adopted by the County Board of the County of
Winnebago, Illinois this _____ day of _____ 2023.

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

2023
WINNEBAGO COUNTY
FINANCE COMMITTEE
REQUEST FOR BUDGET AMENDMENT

DATE SUBMITTED:		1/16/2023		AMENDMENT NO:			
DEPARTMENT:		Circuit Clerk		SUBMITTED BY: Tom Lawson			
FUND#:		1		DEPT. BUDGET NO.		8	

Department Org Number	Object (Account) Number	Object (Account) Description	Adopted Budget	Amendments Previously Approved	Revised Approved Budget	Increase (Decrease)	Revised Budget after Approved Budget Amendment
Expenditures							
31500	41110	Regular Salaries	\$3,516,032	\$0	\$3,516,032	\$122,088	\$3,638,120
31500	41130	Overtime	\$128,000	\$0	\$128,000	\$4,000	\$132,000
31500	42210	Data Processing Supplies	\$0	\$0	\$0	\$15,000	\$15,000
Revenue							
TOTAL ADJUSTMENT:						\$141,088	\$3,785,120
Reason budget amendment is required:							
Addition of 5 clerk positions to accommodate 2 additional judges.							
Potential alternatives to budget amendment:							
N/A							
Impact to fiscal year 2023 budget:							
Requested increase of \$141,088 for a mandated change made by the Office of the Chief Judge							
Revenue Source:		Fund Balance					

**STATE OF ILLINOIS
CIRCUIT COURT
SEVENTEENTH JUDICIAL CIRCUIT**

JOHN S. LOWRY
Chief Judge



**WINNEBAGO COUNTY COURTHOUSE
400 WEST STATE STREET, SUITE 215
ROCKFORD, ILLINOIS 61101
PHONE (815) 319-4800**

December 5, 2022

For Immediate Release

**Contact: Thomas R. Jakeway
Trial Court Administrator
Phone: 815-319-4806
Email: tjakeway@17thcircuit.illinoiscourts.gov**

PRESS RELEASE

POSTING OF TWO ASSOCIATE JUDGE VACANCIES

ROCKFORD, IL – Chief Judge John S. Lowry is pleased to announce that the Illinois Supreme Court has authorized the Seventeenth Judicial Circuit Court to post a notice for two associate judge vacancies. These vacancies are based on the allocation of two additional associate judgeships granted to the 17th Judicial Circuit pursuant to the Associate Judges Act (705 ILCS 45/2.1).

The application period for these positions will remain open until January 4, 2023. The notice of vacancy is attached and is accessible at: <http://17thcircuit.illinoiscourts.gov> and <http://illinoiscourts.gov>.

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Ordinance Executive Summary

Prepared By: Tami Goral
Committee: Finance Committee
Committee Date: 02/02/2023
Resolution Title: An Ordinance for Approval of a Budget Adjustment for the Sheriff's Office
County Code: Winnebago County Purchasing Ordinance
Board Meeting Date: 02/09/2023
Budget Information:

Was item budgeted? No	Amount: \$289,802
If not, explain funding source: 815 Entertainment LLC, dba Hard Rock Casino Rockford	
ORG/OBJ/Project Code	Budget Impact: N/A

Background Information: The Winnebago County Sheriff's Department has entered into a police-servicing contract with the 815 Entertainment LLC, dba Hard Rock Casino Rockford for one year. This agreement provides funding for 4,380 hours of police coverage per year (12 hours per day for 365 days per year).

Recommendation:

Contract/Agreement: One year beginning January 1, 2023 and ending December 31, 2023.

Legal Review: The Winnebago County State's Attorney's Office has reviewed the agreement

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

2023 Fiscal Year

Sponsored by:
John Butitta, Finance Committee Chairman

Finance: February 2, 2023
Lay Over: February 9, 2023
Final Vote: February 23, 2023

2023 CO

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

The Winnebago County Finance Committee presents the following Ordinance amending the Annual Appropriation Ordinance for the fiscal year ending September 30, 2023 and recommends its adoption.

ORDINANCE

WHEREAS, the Winnebago County Sheriff's Department has entered into a police-servicing contracting with the 815 Entertainment LLC, dba Hard Rock Casino Rockford to one year. This agreement provides funding for 4,380 hours of police coverage per year.

WHEREAS, the Winnebago County Board adopted the "Annual Budget and Appropriation Ordinance" for the fiscal year ending September 30, 2023 at its September 30, 2022 meeting; and,

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

NOW, THEREFORE, BE IT ORDAINED, that the County Board deems that pursuant to provisions as set forth in 55ILCS 5/6-1003(2014), certain conditions have occurred in connection with the operations of the County which are deemed to be immediate emergencies; therefore, the increases detailed per the attached Request for Budget Amendment are hereby authorized for Amendment **#23-008 Sheriff's Casino Overtime**.

Respectfully Submitted,
FINANCE COMMITTEE

AGREE

DISAGREE

JOHN BUTITTA, CHAIR

JOHN BUTITTA, CHAIR

JAIME SALGADO, VICE CHAIR

JAIME SALGADO, VICE CHAIR

JEAN CROSBY

JEAN CROSBY

JOE HOFFMAN

JOE HOFFMAN

KEITH McDONALD

KEITH McDONALD

JOHN F. SWEENEY

JOHN F. SWEENEY

MICHAEL THOMPSON

MICHAEL THOMPSON

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

Winnebago, Illinois this _____ day of _____ 2023.

JOSEPH CHIARELLI

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

ATTESTED BY:

LORI GUMMOW

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

2023
WINNEBAGO COUNTY
FINANCE COMMITTEE
REQUEST FOR BUDGET AMENDMENT

DATE SUBMITTED:		10/5/2022		AMENDMENT NO:		BA23-008	
DEPARTMENT:		SHERIFF		SUBMITTED BY:		GARY CARUANA	
FUND#:		0001		DEPT. BUDGET NO.		24000	
DEPT CODE	ACCT. NO.	PROJECT	ACCOUNT DESCRIPTION	BEGINNING BUDGET	ADJUSTED BUDGET	INCREASE (DECREASE)	REVISED BUDGET AMOUNT
Expenses:							
24000	41130		Over-Time	\$830,070		\$ 289,802	\$ 1,119,872.28
Revenue:							
24000	34805		SH-Community Sheriff SVCS	(\$310,000)	\$0	\$ (289,802.00)	\$ (599,802.00)
TOTAL ADJUSTMENT:						\$ 0	\$ -
Reason budget amendment is required:							
The Sheriff's Department has entered into a police servicing contract with the 815 Entertainmnet LLC, dba Hark Rock Casino Rockford for one year. The agreement provides funding for 4,380 hours of police coverage per year (12 hours per day for 365 days per year). Billing will be done on a monthly basis.							
Potential alternatives to budget amendment:							
N/A							
Impact to fiscal year 2023 budget:							
\$289,802							
Revenue Source:							
815 Entertainment LLC, dba Hard Rock Casino Rockford							
Approval by staff liaison:							



Resolution Executive Summary

Prepared By: Lafakeria S. Vaughn
Committee: Finance Committee
Committee Date: February 2, 2023
Resolution Title: Resolution Authorizing Execution of a Collective Bargaining Agreement with the American Federation of State, County, and Municipal Employees, AFL-CIO, Illinois Council 31, Local 473
County Code: Not Applicable
Board Meeting Date: February 9, 2023

Budget Information:

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

Background Information: The duly authorized representatives of the County Board of the County of Winnebago, Illinois, the Winnebago County Clerk, the Winnebago County Recorder of Deeds, the Winnebago County Coroner, the Winnebago County Auditor and the Winnebago County Treasurer in good faith have negotiated a three-year collective bargaining agreement with AFSCME, concerning wages, hours, terms, and other conditions of employment for the term of October 1, 2021, through September 30, 2024. The parties will continue negotiations with the correctional officers of the Winnebago County Sheriff.

Recommendation: Staff concurs.

Contract/Agreement: See attached.

Legal Review: Yes.

Follow-Up: Execute new successor collective bargaining agreement with AFSCME.

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

2023 CR _____

SUBMITTED BY: FINANCE COMMITTEE

**RESOLUTION AUTHORIZING EXECUTION OF A COLLECTIVE BARGAINING
AGREEMENT WITH THE AMERICAN FEDERATION OF STATE, COUNTY, AND
MUNICIPAL EMPLOYEES, AFL-CIO, ILLINOIS COUNCIL 31, LOCAL 473**

WHEREAS, the duly authorized representatives of the County Board of the County of Winnebago, Illinois, the Winnebago County Sheriff, the Winnebago County Clerk, the Winnebago County Recorder of Deeds, the Winnebago County Coroner, the Winnebago County Auditor and the Winnebago County Treasurer and American Federation of State, County, and Municipal Employees, AFL-CIO, Illinois Council 31, Local 473 (“AFSCME”) are currently parties to a collective bargaining agreement (“Agreement”); and

WHEREAS, excluding the Winnebago County Sheriff, the remaining duly authorized representatives of the County Board of the County of Winnebago, Illinois, the Winnebago County Sheriff, the Winnebago County Clerk, the Winnebago County Recorder of Deeds, the Winnebago County Coroner, the Winnebago County Auditor and the Winnebago County Treasurer in good faith have negotiated a three-year collective bargaining agreement (“Agreement”) with AFSCME, concerning wages, hours, terms, and other conditions of employment for the term of October 1, 2021, through September 30, 2024; and

WHEREAS, the previous collective bargaining agreement with AFSCME expired on September 30, 2021, however, is in full force and effect until a new successor collective bargaining agreement is approved; and

WHEREAS, said duly authorized representatives and AFSCME failed to reach a new successor agreement that included the correctional officers of the Winnebago County Sheriff and the correctional officers have statutory rights to interest arbitration under the Illinois Public Labor Relations Act; and

WHEREAS, the remaining duly authorized representatives and AFSCME have reached a tentative agreement on a successor collective bargaining agreement to replace the expired agreement; and

WHEREAS, upon final ratification by AFSCME, Finance Committee and County Board, the new successor agreement will govern the duly authorized representatives, excluding the correctional officers of the Winnebago County Sheriff; and

WHEREAS, the correctional officers of the Winnebago County Sheriff shall continue to be governed by the expired agreement until the parties reach a new successor agreement that is ratified by AFSCME, Finance Committee and County Board or the selected Arbitrator awards a new successor agreement that is then ratified; and

WHEREAS, the Finance Committee of the County Board for the County of Winnebago, Illinois, in connection with said tentative agreement, has reviewed the changes to sections of the collective bargaining agreement currently in full force and effect, said section changes attached hereto as Exhibit A; and

WHEREAS, the Finance Committee recommends the full County Board accept and approve the terms of said tentative agreement on a successor collective bargaining agreement between AFSCME and the County Board of the County of Winnebago, Illinois, the Winnebago County Sheriff, the Winnebago County Clerk, the Winnebago County Recorder of Deeds, the Winnebago County Coroner, the Winnebago County Auditor and the Winnebago County Treasurer, as summarized in the attachment to this Resolution.

NOW, THEREFORE, BE IT RESOLVED, by the County Board of the County of Winnebago, Illinois that the collective bargaining agreement between AFSCME and the County Board of the County of Winnebago, Illinois, the Winnebago County Sheriff, the Winnebago County Clerk, the Winnebago County Recorder of Deeds, the Winnebago County Coroner, the Winnebago County Auditor and the Winnebago County Treasurer be approved and that the Winnebago County Board Chairman, the Winnebago County Sheriff, the Winnebago County Clerk, the Winnebago County Recorder of Deeds, the Winnebago County Coroner, the Winnebago County Auditor and the Winnebago County Treasurer execute any documents necessary for implementation of said collective bargaining agreement.

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 Winnebago County Board Chairman, the Winnebago County Sheriff, the Winnebago County Clerk, the Winnebago County Recorder of Deeds, the Winnebago County Coroner, the Winnebago County Auditor and the Winnebago County Treasurer and to AFSCME.

Respectfully Submitted,
FINANCE COMMITTEE

AGREE

DISAGREE

JOHN BUTITTA, CHAIRMAN

JOHN BUTITTA, CHAIRMAN

JAIME SALGADO, VICE CHAIRMAN

JAIME SALGADO, VICE CHAIRMAN

JEAN CROSBY

JEAN CROSBY

JOE HOFFMAN

JOE HOFFMAN

KEITH McDONALD

KEITH McDONALD

JOHN F. SWEENEY

JOHN F. SWEENEY

MICHAEL THOMPSON

MICHAEL THOMPSON

The above and foregoing Resolution was adopted by the County Board of the County of
Winnebago, Illinois this _____ day of _____ 2023.

ATTESTED BY:

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

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

TENTATIVE AGREEMENTS

Council 31 AFSCME, Local 473
and Winnebago County
Tendered January 23, 2023

Article VII. WORK RULES

The Employer(s) may adopt, change, or modify work rules. The Employer(s) agrees to post or make available in the department, or where more appropriate, the work location, a copy of its applicable work rules where such rules exist. Whenever the Employer(s) change work rules or issue new work rules applicable to bargaining unit employees, the Union shall be given at least six (6) days prior notice, absent emergency, before the effective date of the work rules. Within the six (6) day time period, and upon request of the Union the parties shall attempt to schedule a meeting to meet and confer to explore alternatives to the proposed change(s). Work rules shall be equitably applied and shall not conflict with any specific provisions of this Agreement.

~~Disputes over any provision of this Article shall be subject to the grievance procedure.~~

SECTION 4.1 CHECK OFF. Upon notification to the employer from the Union of dues authorization, the employer will commence dues deductions within 30 days. The regular monthly dues of the Union, and P.E.O.P.L.E. contributions, where applicable, shall be deducted from such employee's pay, with the Employer(s) bearing the cost of such deduction. The amounts so deducted shall be forwarded each calendar month to the appropriate officer of the Union together with a list of the names and amounts for whom deductions have been made. If an employee has no earnings due for a pay period, the Union shall be responsible for collection. Dues and P.E.O.P.L.E. contribution authorizations shall be irrevocable for a period of one (1) year, in accordance with the terms under which an employee voluntarily authorized said deductions. The Employer shall provide the Union with the name and address of any new employee as referenced in Section 17.4. The Union shall notify the employer that an employee has revoked his/her authorization in accordance with the terms of the authorization. The employer shall not revoke dues authorization unless notified to do so by the Union.

~~If an employee requests the employer to stop authorized dues the employer will take no action other than to direct the employee to the Union.~~

SECTION 5.6 TIME OFF AND STEWARDS [Status Quo]

- A. An employee grievant shall be permitted reasonable time without loss of pay during working hours to attend grievance and arbitration hearings. One employee Union representative shall be permitted reasonable time without loss of pay during working hours to attend grievance hearings, and unpaid time to attend arbitration hearings and hearings on an Unfair Labor Practice Charge filed by the Union, unless serving as a witness, in which case such time shall be compensation at the employee's regular rate of pay. No employee or Union representative shall leave his/her work to investigate,

file, or process a grievance without first notifying and making mutual arrangements with his/her supervisor, as well as the supervisor of any unit to be visited, and such arrangements shall not be denied unreasonably. Stewards shall report back to their supervisor immediately upon the return from the activity. Time spent in such activities shall be limited to thirty (30) minutes per work day without loss of pay. The investigation, filing and processing of grievances shall primarily be the responsibility of the steward(s) (if any) assigned to the particular work location where the alleged violation occurred.

- B. Stewards. The Union will advise the Employer(s) in writing of the names of the stewards in each department or work location, or of any changes in such. The number of stewards at any time shall not exceed 25 and shall be allocated as follows:

Highway	No more than 2
River Bluff Nursing Home	No more than 8
911	No more than 2
Courthouse/Maintenance	No more than 2
Justice Center	No more than 6
Administration Building	No more than 3
Animal Services	No more than 2

Section 9.2 Absence Step Discipline: **[effective 1/1/2023]**

- A. The first ~~two~~ timely notifications of unscheduled absence in a calendar year will not be counted as an absence occurrence, so long as the employee has benefit accruals available to cover the entire time off.
- B. Step One: ~~Fourth~~ **Third** Occurrence – employee will be notified in writing and a copy of this Article will be provided to the employee.
- C. Step Two: ~~Fifth~~ **Fourth** Occurrence – Verbal warning.
- D. Step Three: ~~Sixth~~ **Fifth** Occurrence - Written reprimand.
- C. Step Four: ~~Seventh~~ **Sixth** Occurrence – One day suspension.
- D. Step Five: ~~Eight~~ **Seventh** Occurrence - Three day suspension.
- E. Step Six: ~~Ninth~~ **Eighth** Occurrence – Discharge.

The Employer(s) shall provide the employee with notice of the occurrence within twenty-one (21) calendar days of the incident resulting in the occurrence.

Section 9.3 Absence Reduction: [effective 1/1/2023]

- A. For each ~~sixty (60)~~ **ninety (90)** consecutive calendar day period in which an employee does not have an occurrence, the employee's then-current number of accrued occurrences will be reduced by two (2) to no less than zero occurrences.
- B. An employee who has in a calendar year:
 - 1. Received three (3) or less occurrences and
 - 2. Has had no unpaid time taken, other than workers compensation, Union Leave or FMLA LeaveShall have his/her occurrences reduced to zero (0) on January first of the following year.
- C. An employee may not carry a negative absence occurrence count.

Section 9.5 Tardy Step Discipline: [1/1/2023]

- A. The first ~~two~~ untimely reports to schedule work in a calendar year will not be counted as tardy occurrences, so long as the employee has benefit accruals available to cover the entire time off.
- B. Step One: ~~Fourth~~ **Third** Occurrence – employee will be notified in writing and a copy of this Article will be provided to the employee.
- C. Step Two: ~~Fifth~~ **Fourth** Occurrence – Verbal warning.
- D. Step Three: ~~Sixth~~ **Fifth** Occurrence - Written reprimand.
- E. Step Four: ~~Seventh~~ **Sixth** Occurrence – One day suspension.
- F. Step Five: ~~Eight~~ **Seventh** Occurrence - Three day suspension.
- G. Step Six: ~~Ninth~~ **Eighth** Occurrence – Discharge.

The Employer(s) shall provide the employee with notice of the occurrence within twenty-one (21) calendar days of the incident resulting in the occurrence.

Section 9.6 Tardy Reduction: [effective 1/1/2023]

- A. For each ~~sixty (60)~~ **ninety (90)** consecutive calendar day period in which an employee does not have an occurrence, the employee's then-current number of accrued occurrences will be reduced by two (2) to no less than zero occurrences.
- B. An employee who has in a calendar year:

1. Received three (3) or less occurrences and
2. Has had no unpaid time taken, other than workers compensation, Union Leave or FMLA Leave

Shall have his/her occurrences reduced to zero (0) on January first of the following year.

- C. An employee may not carry a negative tardy occurrence count.

Section 11.1 Holidays Observed. All eligible full time employees shall have time off, with full salary payment, for the following holidays or the day designated as such by the County Board:

Columbus Day
Veterans Day
Thanksgiving Day (2)
Juneteenth Day
Christmas (2)
New Year's Day

Martin Luther King's Birthday
President's Day
Memorial Day
Independence Day
Labor Day

For the purpose of this Article, if one of the above holidays falls on a Saturday it shall be observed on the preceding Friday. If one of the above holidays falls on a Sunday, it shall be observed on the following Monday. Provided, however, with respect to those work locations that require continuous coverage, the holiday will be observed on the actual day of the holiday for employees in those position classifications that normally work weekends. Juneteenth Day holiday shall be effective in year 2023.

SECTION 12.3 OVERTIME PAYMENT.

All hours worked in excess of the normal work week when worked upon the direction or approval of the employee's supervisor shall be paid at the rate of 1½ times the employee's straight time hourly rate or compensated by granting 1½ times the number of overtime hours worked as compensatory time off. The employee shall make his/her choice (overtime or compensatory time) known to the Employer(s) not later than the end of the work week in which overtime was earned. Sheriff's Department employees may elect to receive compensatory time off which may be accumulated to a maximum of forty-eight (48) hours (based on thirty-two (32) hours worked at 1½ times the employee's straight time hourly rate). Any hours above forty-eight (48) for Sheriff's Department employees shall be at the sole discretion of the Employer. For all other Departments under this Agreement, compensatory time may be accumulated consistent with current practice. However, for the Highway Department, no more than eighty (80) hours may be earned or used as compensatory time in any one (1) calendar year. Compensatory time off

shall be taken consistent with the operating needs of the Employer(s). Because of the nature of departmental work schedules, it may be necessary to limit the number of employees using compensatory time during a particular period or at the same time. The request to use compensatory time off must be submitted at least twenty-four (24) hours in advance, except that under circumstances where twenty-four (24) hour notice is not possible because of exigent circumstances, the employee shall make the request as soon as possible. Since use of this accrued time must be scheduled, it cannot be used to cover time lost due to an employee arriving late to work or returning late from a break or lunch period. Compensatory time shall be taken under this Article as required by the Fair Labor Standards Act if such continues to be applicable to local government employees.

SECTION 12.7. ADDITIONAL COMPENSATION FOR HOURS WORKED AND OVERTIME.

- A. Call Back Pay. Any employee called back to work outside of his/her regularly scheduled shift or on a scheduled day off shall be paid a minimum of two (2) hours pay at the applicable rate beginning at the time the employee arrives at their worksite. Work schedules will not be changed because of call back time in order to avoid overtime or straight time pay. Any employee notified within one hour of the required reporting time will be paid one (1) additional hour of pay at the applicable rate. For Highway Department employees this additional one (1) hour of pay is applicable for call outs during snow/ice operations only. ~~Highway Department employees notified less than eight (8) hours prior to the required reporting time will be paid one (1) additional hour of pay at the applicable rate for call outs during snow/ice operations only.~~
- B. Wireless Communication Pay. Employees in the following position classifications who are regularly assigned wireless communications devices shall receive the following additional compensation. Wireless Communication Pay is to compensate the employee for carrying the device and responding to texts, phone calls or other types of communication.

Position Classification	Wireless Communication Pay
Correctional Officer (CERT), Corrections Canine Officer and Designated Maintenance Department employees required to carry a wireless communications device	\$500 stipend annually. Provided, however, that in the event the employee leaves employment for any reason during the contract year, s/he shall reimburse the Employer the pro rata portion of the stipend corresponding to the pro rata portion of the contract year remaining as of the employment termination date. At

	the Employer's option, such reimbursement may be deducted in part or in full from the employee's final paycheck.
Deputy Coroner and Deputy Coroner Investigator	\$750 stipend annually. Provided, however, that in the event the employee leaves employment for any reason during the contract year, s/he shall reimburse the Employer the pro rata portion of the stipend corresponding to the pro rata portion of the contract year remaining as of the employment termination date. At the Employer's option, such reimbursement may be deducted in part or in full from the employee's final paycheck.
Highway Maintainer, Equipment Operator Senior and Mechanic	\$225 stipend for each month that they are assigned a wireless communication device. <u>Provided, however, the stipend shall be prorated for days the employee is available to work.</u>

C. Stand By Duty. Any employee who is ordered, in writing, by his/her Employer or duly authorized supervisor to remain at home for a specified period of time pending a telephone call to return to work outside of his/her regularly scheduled shift shall be compensated in accordance with the provisions of the Fair Labor Standards Act. That is to say that all hours during which an employee is restricted at home shall be considered to be hours worked. This subsection does not apply to the Highway Department.

SECTION 12.8 CHANGES IN NORMAL WORK DAY AND WORK WEEK. The shifts, work days and hours to which employees are assigned shall be posted on relevant bulletin boards. Should programmatic or operational needs require a change in employee work schedules, notice of such schedule change shall be given to the affected employee(s) and the Union as far in advance as is reasonably practicable, but in no event shall such notice be less than forty-eight (48) hours unless the Employer(s) has less than twenty-four (24) hours' notice of the circumstances resulting in the need to make the schedule change. Upon request, the Employer(s) involved will meet and confer with the affected employee(s) and the Union to explore alternatives to the proposed change prior to implementation.

Disputes over such changes being made shall be subject to the grievance procedure.

Temporary schedule changes may be implemented pending final resolution of the above-referenced dispute(s).

A. Directed On-Call Assignments: Highway Department

Highway employees in the position classifications Highway Maintainer, Equipment Operator, Mechanic shall be assigned a wireless communications device as determined by management.

Employees carrying a wireless communications device and/or who are called back to duty will be compensated as outlined in Sections 12.7 A and B.

Wireless communications devices issued to employees shall be worn or monitored whenever practicable. This includes off duty time and holidays, but does not include bereavement, vacation or comp time. An employee may request an exemption in advance in writing from recall during a non-work period based upon the Department's anticipated needs. These exemptions will normally be approved on a first-come first-approved basis and will not be arbitrarily denied.

Employees in the above listed position classifications may be subject to a directed on-call assignment to handle anticipated service or storm related emergency calls outside of their regularly scheduled working hours. Employees receiving such a directed assignment will receive two (2) hours of pay at the employee's applicable rate, for each twenty- four (24) hour period, or for any fraction thereof, the employee remains on a directed on-call assignment. This does not include normal snow plowing operations between ~~October 1 and April 30~~ each year November 1 and March 31 of each year.

Employees placed on directed on-call assignments must respond to a text by calling the Highway Department on-call phone number within twenty (20) minutes after receiving the text and must report to work fit for duty within one (1) hour after receiving the text. An employee not responding to a text within the allotted time will receive a phone call from a supervisor on their Employer-issued wireless communication device and/or on a personal phone number provided by the employee. If an employee does not respond to both a text and a phone call either on the employee's Employer-issued wireless communication device or personal phone number, they will be subject to the disciplinary procedure outlined in Article 8. For the purpose of this section only, this language supersedes the reasonable time language for an employee to respond to a text or phone call outlined in Section 12.12.

If an employee placed on a directed on-call assignment responds to a text or phone call in the allotted time, but is not fit for duty and did not receive an exemption from a recall, they will be subject to the disciplinary procedure as outlined in Article 8.

On-call personnel may, by mutual agreement, be assigned a vehicle to take home for duty related use while on-call.

B. Temporary Seasonal Workers: Highway Department

1. The Highway Department shall be permitted to hire temporary seasonal employees for snow plowing in the winter ("Snow Birds") starting ~~October 1 and ending April 30~~ November 1 and ending March 31.
2. The Highway Department may employ up to six (6) "snow bird" positions each season.
3. The "snow bird" positions are solely to be used as fill in/backup to full time Highway Department staff, unless the "snow bird" positions are scheduled to cover shifts for individuals on vacation, leave of absence, holiday, personal time, or based on unforeseen circumstances that require temporary or additional coverage.
4. The "snow bird" positions will be provided a maximum of 80.0 hours of training time each season in order to become familiar with equipment, routes, procedures, etc.
5. Compensation for the "snow bird" positions will be limited to rates between ~~\$17.00 to \$19.00~~ \$19.00 to \$21.00 per hour, based on experience. Overtime, if applicable, will be paid in accordance with the same calculation set forth in the Collective Bargaining Agreement to maintain internal equity.

~~C.~~ Stand-by Duty: Animal Services

1. ~~From 11:00 p.m. to 7:15 a.m. one Animal Services Officer will be assigned to stand by duty to respond to emergency calls. Officers will be assigned to stand by duty for a block of days that corresponds to their regular work days so as not to interfere with their blocks of scheduled days off.~~
2. ~~An officer assigned to stand by duty shall be paid for a minimum of four (4) hours, at the employee's applicable rate of pay, regardless of whether the officer is actually called out. If an officer works four (4) hours or more while on stand by duty, the officer shall be paid for the actual hours worked at the employee's applicable rate of pay.~~

3. ~~If an officer is unable to work his or her assigned shift and is assigned to stand by duty that night, the officer assigned to fill the regular shift will also be required to handle the stand by duty.~~

SECTION 12.11A OVERTIME ASSIGNMENTS – CORRECTIONS {TA as to Paragraph 2 ONLY}. Overtime shall be distributed as equally as possible among the employees who perform the work in the position classification in which the overtime is needed. Overtime shall be distributed on a rotating basis among such employees in accordance with the policy set forth below.

The Employer shall maintain two (2) overtime lists; one (1) voluntary overtime list by ~~A & C shifts~~ **A Day & A Night shifts** and one list by ~~B & D shifts~~ **B Day and B Night shifts** (administrative/court employees shall be on both lists) and one (1) mandatory list, both based on seniority. Employees who desire to have their name on the voluntary overtime list may sign up each year concurrent with the shift bidding process. The lists will become effective on January 1. After the initial sign up period, the lists shall be updated as new corrections officers complete their mandatory training period.

The order of overtime assignments shall be as follows:

- i. Voluntary List. Offers of overtime work opportunities shall be made in sequential order with the new overtime opportunities being offered first to the correctional officer following the one who accepted the last offer. Any correctional officer who has refused four (4) consecutive opportunities for overtime without just cause will be stricken from the list. At the conclusion of the calendar quarter, the process shall begin anew.
- ii. Mandatory List. If all employees from the voluntary list refuse, the employer shall mandate overtime in reverse seniority order, beginning with the least senior employee following the last officer mandated, repeating the process until all mandatory assignments are filled. At the conclusion of the calendar quarter, the process shall begin anew.

Correctional officers are not eligible for voluntary or mandatory overtime opportunities until they have successfully completed their mandatory training period.

Unless confronted with unforeseen circumstances, a correctional officer may not be directed to work overtime during any block of scheduled days off if that correctional officer has worked a shift of overtime on any of the other days during that block of scheduled days off.

For the purpose of completing particular work assignments, overtime may be assigned to employees who are singularly responsible for particular assignments or who are already present and working rather than utilizing the normal overtime rotation procedure.

Except for emergencies no employee shall work in excess of sixteen (16) consecutive hours without that employee having a normal full shift off.

Employees working overtime will be relieved on the basis of seniority, with mandated employees relieved prior to voluntary employees.

An employee accepting overtime opportunities will be assigned duties at posts and locations where personnel and facility operations dictate.

An employee who has not signed up for voluntary overtime is not excluded from mandatory overtime, provided, however, the employer will not mandate an employee to work more than two (2) full shifts of overtime (regardless of the number of hours actually worked by the employee) during any calendar month, except when confronted with unforeseen circumstances or during any period when no less than four (4) correctional officers are attending P.T.I. Employee selection for mandatory overtime will be based on the overall Corrections seniority list, said list being used in reverse order.

If the Employer(s) mandate an employee to work overtime in violation of the provisions of this Section, the employee shall be paid at a rate of two (2) times his or her regular hourly rate of pay for all hours worked as mandated.

A mandate is defined as any time assigned to an employee outside of his/her normal shift hours, which an employee does not volunteer for. This definition is inclusive of all departments under this Agreement.

SECTION 12.12 OVERTIME ASSIGNMENTS-METHOD OF ASSIGNMENT.

When overtime needs arise after an employee's normal work hours, the Employer(s) may use the following methods to assign overtime pursuant to Sections 12.10 and 12.11A & B: personal cell phone, land line telephone or an Employer(s) assigned wireless communication device. Employees in the position classifications listed in the chart in Section 12.7 must maintain a functioning land line telephone at his/her home or cell phone as a condition of employment. Employees who are regularly assigned a wireless communications device shall be required to report to their normal work location within a reasonable time after being called by the Employer(s) unless otherwise directed.

SECTION 12.14 WAIVER.

An employee by written notice to the Employer(s) may waive his/her right to be offered voluntary overtime assignments and thereafter, during the accumulation period, shall not be included in the regular overtime rotation. Such waiver, however, shall not exclude the employee from possible mandatory overtime assignments.

An employee who is absent for any reason, other than documented illness, and who otherwise would be entitled to have overtime offered under Section 12.10 or 12.11 above, shall for the sole purpose of future overtime assignments within the accumulation period, be deemed to have waived the overtime opportunity. With the exception of the Highway

Department, who shall be deemed to have waived the overtime opportunity if absent for any reason.

For Highway Department only, an employee may seek waiver from the voluntary overtime list during the 6-month accumulation period. Provided, however, the Employer reserves the right to ensure a sufficient number of employees are on the voluntary overtime list to meet the operational requirements of the County. If an employee on the voluntary overtime list fails to answer the phone or respond to a call-out on three (3) consecutive occasions, the employee will be removed from the voluntary overtime list for the remainder of the accumulation period. The waiver does not exempt the employee from the all-call list or otherwise insulate the employee from mandatory overtime or a mandatory call-out.

SECTION 12.17 OVERTIME RECORDS. A current overtime list will be maintained by the Employer(s) and posted in such departments or sub-departments as are appropriate. For the Highway Department, this overtime list will be updated no more than once per week, if necessary. New employees entering the overtime unit will be added to the list at the beginning of the next accumulation period, except for new employees in the Highway Department who will be added to the list at the end of their probationary period. Upon written request the union will be given a copy of the previous posting or listings.

For purposes of this Article, an accumulation period shall be three (3) calendar months, except for purposes of Sections 12.10 and 12.13, the accumulation period for Highway Department employees shall be six (6) months starting on January 1st and July 1st of every year.

Section 13.1 Insurance Coverage. Except as provided herein, the County shall, for the life of this Agreement, continue in effect the basic level of coverage to full time employees and eligible part time employees per Patient Protection and Affordable Care Act (PPACA) guidelines now provided by the County for hospital and major medical insurance, and dental insurance for full time employees. The County does retain the right to change to or from a self-insurance program and/or to change insurance carriers, or otherwise to change coverage(s) as long as the basic level of benefits to the employee remains substantially the same. The Employer reserves the right to introduce a base dental plan at no cost to the employee with an option for the employee to "buy-up" to a managed care dental plan at the employee's expense.

Effective October 1, 2022 through December 31, 2023, in order to be eligible to receive insurance benefits pursuant to the provisions of this Article XIII, employees and their dependents, which includes spouses as defined under Illinois law, must apply within the first ninety (90) days of employment, during the annual open enrollment or within thirty (30) days of a qualifying event, whichever is applicable. Effective January 1, 2024, in order to be eligible to receive insurance benefits pursuant to the provisions of this Section 13, employees and their dependents, which includes spouses as defined under Illinois law, must apply by the first (1st) of the month following thirty (30) days of

employment, during the annual open enrollment or within thirty (30) days of a qualifying event, whichever is applicable. Effective January 1, 2024, Employer will add a new “employee plus one” tier structure.

The age qualifier for dependent children will follow applicable State and Federal laws.

Part-time employees are eligible for health insurance coverage per PPACA guidelines, but are not eligible for dental or life insurance coverage.

Section 13.3 Cost. Effective January 1, 2021: The Employer(s) agree to pay the following percentage of the cost of providing health and dental insurance under the self-funded group fee-for-service (indemnity) plan. Any employee who elects coverage under this plan shall pay the following percentage of the cost of the individual, employee plus one or dependent coverage, as the case may be. There shall be no annual limit on the contribution amount. The Employer may increase the employee contribution by one percent (1%) effective on or after January 1, 2024.

	Employer Contribution Percentage	Employee Contribution Percentage
<u>Effective January 1, 2021</u>	85%	15%
<u>Effective January 1, 2022</u>	85%	15%
<u>Effective January 1, 2023</u>	85%	15%
<u>Effective January 1, 2024</u>	85%	15%
<u>Effective January 1, 2025</u>	85%	15%

The County’s health and dental plan administrator shall have exclusive authority to determine the annual anticipated and actual costs of individual, employee plus one and dependent insurance coverage during the term of this Agreement. The cost of providing individual or dependent coverage under this plan shall be determined by December 15 of each year. The employee's share of the cost shall be divided into twenty-six equal payments and shall be deducted from the employee’s paycheck.

Any employee that elects either individual, employee plus one or dependent dental and health insurance coverage shall, at the open enrollment following the ratification of this Agreement, enroll in the insurance premium only portion of the Section 125 Plan provided by the Employer(s). Provided, however, should an employee demonstrate to the Employer(s) that his/her participation in the Section 125 Plan will have an adverse impact on his/her social security earnings or pension through the Illinois Municipal Retirement Fund, his/her participation in the Section 125 Plan may be waived.

Effective January 1, 2021: The annual deductible for medical services other than prescription drugs for each employee who has elected individual coverage and has chosen the self-funded group fee-for-service/PPO (indemnity) plan will be as follows:

	Deductible for each covered employee and for each covered dependent	Maximum aggregate deductible per family
<u>Effective January 1, 2021</u>	\$750	\$1,500
<u>Effective January 1, 2022</u>	\$750	\$1,500
<u>Effective January 1, 2023</u>	\$750	\$1,500
<u>Effective January 1, 2024</u>	\$750	\$1,500
<u>Effective January 1, 2025</u>	\$750	\$1,500

The annual maximum out-of-pocket expenditures over and above the deductibles for medical services other than prescription drugs per employee or dependent shall be as follows:

	Maximum out-of-pocket expenditures per employee or dependent	Maximum out-of-pocket expenditures per family
<u>Effective January 1, 2021</u>	\$1,250	\$3,350
<u>Effective January 1, 2022</u>	\$1,250	\$3,350
<u>Effective January 1, 2023</u>	\$1,250	\$3,350
<u>Effective January 1, 2024</u>	\$1,250	\$3,350
<u>Effective January 1, 2025</u>	\$1,250	\$3,350

Effective January 1, 2020, the PPO plan will convert to a Point of Service (POS) plan with the following co-payments being effective as of January 1, 2020:

	Co-Pays Primary Care	Co-Pays Specialist
Effective January 1, 2020	\$20.00	\$25.00
Effective January 1, 2021	\$20.00	\$25.00
Effective January 1, 2022	\$20.00	\$25.00
Effective January 1, 2023	\$20.00	\$25.00
Effective January 1, 2024	\$20.00	\$25.00
Effective January 1, 2025	\$20.00	\$30.00

SECTION 14.1 POSITION REQUIREMENTS. The Employer(s) shall maintain general position classification specifications and make them available to the Union upon written request. All employees shall be provided with a copy of their job description when any modifications are made. Such job description may be modified at the discretion of the

Employer(s). Any modification(s) shall be shared with the Union at least ten (10) work days prior to implementation.

SECTION 17.4 INFORMATION PROVIDED TO THE UNION. No later than two (2) weeks after the final payroll for each month, the Employer(s) shall send to the Union written information concerning new hire names and addresses, social security numbers, department code, or identification number, hire date, lay offs, recalls, terminations, job title, work site location, work and home telephone numbers, work and home email address, and any current employee address changes. This information will also be provided for new hires within 10 days of hire. This list will be sent to AFSCME, 212 South First Street, Rockford, Illinois, 61104. The exclusive bargaining representative shall use the list exclusively for bargaining representation purposes and shall not disclose any information contained in the list for any other purpose. Nothing in this Section, however, shall prohibit a bargaining representative from disseminating a list of its union members.

Section 20.3 (Promotions and Vacancies article)

~~**A. Application.** (Departments under the Employment Jurisdiction of the County Board, County Sheriff, County Auditor, County Clerk County Coroner). The Employer(s) agree with the policy of promotion from within. Any bargaining unit employee may apply for any posted vacancy. Unless Section 21.2 Recall herein is utilized, the Employer(s) shall fill a vacancy based upon seniority if all applicants for the position have relatively equal qualifications, skills, and abilities to perform the work in question. Vacancies shall be filled in the following order:~~

1. Departmental
2. Transfer
3. New Hire

~~**B. Application.** (County Treasurer, County Recorder). The County Treasurer and County Recorder, generally agree with the policy of promotion from within. Any bargaining unit employee may apply for any posted vacancy. Unless Section 21.2 Recall herein is utilized, the County Treasurer and County Recorder shall fill a vacancy based upon seniority if all applicants for the position have relatively equal qualifications, skills, and abilities to perform the work in question. Vacancies shall be filled as appropriate from within the department, by transfer, or by new hires.~~ The Employer(s) generally agree with the policy of promotion from within. Any bargaining unit employee may apply for any vacancy. However, vacancies shall be filled as appropriate from within the department, by transfer from another department or by a new hire. Provided, unless Section 21.2 Recall

herein is utilized, the Employer shall fill a vacancy based on seniority if all applicants for the position have relatively equal qualifications, skills and abilities to perform the work in question.

SECTION 20.4 REASONABLE ACCOMMODATION SENIORITY. In order to accommodate a qualified employee with a disability as defined by the Americans with Disabilities Act, the Employer(s) shall meet with the Union and attempt to resolve the matter in a timely manner. However, if the Union and the Employer(s) are unable to mutually agree on a resolution to this situation, the Employer(s) may fill a vacancy if filling a vacancy is the only way that the Employer(s) can reasonably accommodate a qualified employee with a disability.

SECTION 20.7

B. **Shift Assignments-Corrections.** The Employer(s) shall publish a schedule for the Corrections Division on a yearly basis on or before October 1 of each year. Such schedule shall set forth the shifts, days worked and days off for the upcoming year. Shift assignments shall be made in the following manner:

1. **Other Assignments.** The employer will assign employees to Administrative (Periodic Imprisonment & Training Personnel), K-9, Inmate Work Crew, PREA Compliance Officer and Court Officer work assignments. ~~and inmate work crew assignments.~~
 - A minimum of ~~Four~~ (4) court officer work assignments ~~and other Court Officer work assignments~~ will be chosen by seniority. Employees shall express their interest in these assignments in writing.
 - Administrative (Periodic Imprisonment & Training Personnel), K-9, Inmate Work Crew, PREA Compliance Officer and inmate work crew assignments will be available to be bid on by the employees with interest in these assignments. ~~These Court Administrative, and inmate work crew assignments~~ will be filled based on seniority, experience, skills and abilities. Employees shall express their interest in the ~~administrative and inmate work crew assignments~~ above assignments in writing.
 - The Corrections K-9 Officer and PREA Compliance Officer assignments will only be open for bid once every four (4) five (5) years due to the cost associated with all the training/housing. If the K-9 Officer/ PREA Compliance Officer assignments become vacant within the four (4) five (5)

year period, the vacancy will be posted for bidding as outlined in Section 20.2.

The Employer shall post these assignments no later than the first week of September and shall continue such posting for fifteen (15) calendar days, at which time employees shall submit a request for such assignments in writing. Employee(s) chosen to fill the assignment(s) shall be exempt from the bidding process set forth in subparagraph 2 below. Should a vacancy or additional positions be needed once the selection process has been finalized, the employer shall post the available slot(s) for a period of ten (10) calendar days. Assignment(s) will be chosen in the same manner as set forth in this paragraph.

2. **General Assignments.** Each year, all of the time slots for each shift (days or nights) in the Corrections Division, will be available to be bid upon by bargaining unit employees who have completed probation. In each subsequent year of this Agreement, the list of time slots per shift shall be posted on October 17 and continue such posting for fifteen (15) calendar days, at which time the employees shall bid on the posted slots in writing. Employees will be afforded the opportunity to sign up for the open time slots in order of seniority. The employee's assigned positions as outlined in subparagraph 1 above shall be exempt from this bidding process.

Assignments to the time slots will be based upon seniority for the time slot for which he or she bid. Assignments will become effective on or before the first day of the payroll period commencing after January 1 of each successive year.

Where it is necessary to involuntarily change the shift assignment or hours of work on an employee in order to fill a vacancy resulting from a promotion, retirement, extended absence due to injury or illness, irresolvable personal conflict among employees, and/or termination; the employee with the least seniority shall be the one whose shift assignment will be changed. The Employer will first seek volunteers.

The Employer reserves the right to assign post duties to personnel on shifts in accordance to operational needs.

In the event that at the end of the selection and bidding processes set forth in this Subsection 1 and 2 above, a sufficient number of employees have not indicated an interest in the position of court officer, the employer(s) has the right to assign employees to that position, first utilizing probationary employees, then post-probationary employees based upon reverse seniority.

3. **New Shift/Assignment Schedules.** The Employer may develop new shifts or other assignments based on operational needs providing that the bidding or posting process is applied to the filling of that new shift or assignment. In this case, the bidding process may be done outside of the October 1 through October 31 time frame, but shall be open for bid for a period of ~~thirty (30)~~ **twenty-one (21)** days. In the event that a sufficient number of employees do not bid on these new shifts or the Employer(s) determine that the employee(s) who do bid are not suitable for the assignment, the Employer(s) reserve the right to reassign employees pursuant to the provisions of Section 12.8.
4. **Adjusting Schedules.** Subject to the Employer's approval, if an employee voluntarily requests a change of shift assignment for personal reasons, such as a family hardship, the employee shall be obligated to find a volunteer with whom to change. Absent a volunteer, no change will be made.

SECTION 21.2 RECALL. Employees who are laid off shall be placed on a departmental recall list for a period of **twelve (12)** ~~eighteen (18)~~ months, provided that they notify the Employer(s) in writing within five (5) business days of their layoff of their desire to be considered for recall. Employees on the departmental recall list have the obligation to keep the Employer(s) advised in writing of their current address.

If there is a vacancy which the Employer(s) decides to fill, employees who are on the recall list shall be recalled in the inverse order of their layoffs provided they are qualified to perform the work in the job classification to which they are recalled.

If an employee is recalled to a position in the same job classification and refuses it, such refusal shall terminate all further recall rights. If an employee has exercised his/her right to layoff in accordance with Article XII, Section 12.2, his/her recall rights shall not be terminated for refusal to accept a position with fewer hours than he/she previously worked. If an employee is recalled to a position in a lower rated job classification, the employee shall have the right to return to the job classification held prior to being laid off in the event it subsequently becomes available. If an employee is recalled to a lower-rated job classification, the employee shall have the right to refuse the recall. The Employer(s) shall not hire new employees in bargaining unit positions as long as there are still employees on the recall list who are qualified to perform the specific work involved in the affected job classification and who are willing to be recalled to said Classification.

This Section shall apply to all bargaining unit employees who are in layoff status at the time of execution of this Agreement. Recall eligibility shall be calculated from the first day the employee was laid off.

SECTION 22.1 {TA as to sentence about notification to supervisors only}

- b. Sick Pay.** Sick pay is reserved for absence due to incapacitating illness or injury. Sick pay may also be used for scheduled medical and dental appointments for the employees; however they must attempt to schedule their appointments so as not to unduly disrupt the Employer's operations. The County shall, except as provided below, allow sick leave to employees only when they are sick or disabled. However, employees may utilize sick leave up to an amount that would be accrued during six (6) months at the employee's then current rate of entitlement during any calendar year in the event of an illness, injury or medical appointment of the employee's child (to include foster child), stepchild, spouse (as defined under Illinois law), domestic partner, sibling, parents, mother-in-law, father-in-law, grandchild, grandparent, stepparent or birth of the employee's child.

Employees in the Highway Department shall report illness to their supervisor not later than one (1) hour prior to the employee's scheduled starting time on the day they are ill. Employees in continuous coverage departments shall report illness to their supervisor not later than 1.5 hours prior to the employee's scheduled starting time on the day they are ill. Employees in all other departments shall notify their supervisor of illness ~~within~~ at least fifteen (15) minutes **prior to** ~~of~~ their scheduled starting time on the day they are ill. If an employee fails to give timely notice of illness under this Section, then the employee shall not be eligible to receive sick pay for the absence, unless otherwise agreed upon in a particular instance by the Employer(s). Provided, however, that an employee shall be allowed two (2) instances of untimely notification per calendar year without loss of sick pay for those instances. All employees shall call their supervisor and report on their condition every working day they are absent, unless, in a particular instance, a supervisor excuses an employee from this requirement. The Employer(s) may request, prior to granting sick pay for an absence, evidence which may be in the form of written medical certification for the absence if reasonable grounds exist to suspect abuse or if the absence has exceeded three (3) consecutive work days. Abuse of sick time is the utilization of sick pay for reasons other than those stated above.

Employees shall accrue sick pay at the rate specified in the chart below for each completed month of service, up to the maximum number of hours specified below. Employees of the Sheriff's Department will earn sick hours on the first day of each month. Applicable part-time employees at Animal Services shall accrue sick pay prorated based upon the number of hours they are regularly scheduled to work. Part-time employees at River Bluff Nursing Home, who worked at least 975 hours during the previous twelve (12) month period as of their anniversary date, shall earn sick leave hours in accordance with the following schedule, pro-rated in proportion to full-time hours, not to exceed 50% of the full-time schedule.

SICK SCHEDULE

Sick Hours Earned
per month based on
7.5 hrs/37.5 wkly

Sick Hours Earned
per month based on
8/10 hrs/40.0 wkly

Sick Hours Earned
per month based on per
8.4 hrs/42.0 wkly
12.0 hrs/84.0 Bi-wkly

7.5 hours
(Max. 1658)

8.0 hours
(Max. 1768)

8.4 hours
(Max. 1857)

The rate of pay shall be at the employee's regular straight time hourly rate of pay in effect for the employee's regular job at the time the incident requiring sick pay is taken. The employee shall be allowed to carry over from year to year of continuous service any unused sick pay allowed in this Article.

Sick pay accumulation may be converted to pension service credits in accordance with Illinois Municipal Retirement Fund regulations. Sick pay accumulation shall not be converted into any other form of compensation. Accrued unused sick pay will be forfeited at time of termination or retirement except as provided herein.

Section 22.6 Bereavement Leave. When a death occurs in an employee's immediate family (defined as spouse, child, sibling, parent, step-parent, mother or father-in-law, brother or sister-in-law, grandparent or grandchild) such employee, upon request, will be excused with pay for up to three (3) consecutive scheduled work days for the purpose of attending the funeral or other related matters. In the event of death of a relative other than the employee's immediate family as defined above, an employee may utilize accrued leave, or in the absence of any other accrued leave, an employee may utilize two (2) days leave without pay, unless such absence would unduly interfere with the operating needs of the Employer(s).

Effective January 1, 2023, employees may utilize bereavement leave up to four (4) months from the date of death to attend a funeral, memorial service or celebration of life.

If the Employer(s) has reason to suspect abuse, the Employer(s) may require satisfactory evidence of the need for such absence.

SECTION 22.9 MILITARY RESERVE TRAINING AND EMERGENCY CALL UP. Any full time employee, who is a member of a reserve unit of the United States or State of Illinois, shall be allowed leave with pay as required under applicable federal and state law. Extensions without pay shall be granted for such time as may be necessary for the employee to fulfill the military obligation. Such leaves shall entail no loss of seniority or other accrued benefits. Employees returning to work following these military obligations will be returned in compliance with USERRA guidelines. It is the employee's responsibility to provide both verbal notice as soon as the employee receives it as well as written documentation, including but not limited to military orders, to the Department's designee as soon as the employee is notified regarding military reserve training or call-up.

SECTION 22.11 TIME OFF FOR UNION ACTIVITIES [Status Quo]

Local union representatives or designates may utilize any accumulated time (e.g. holiday, vacation) for Union business. If he/she has no accumulated time available, he/she may be allowed time off without pay for legitimate Union business if such time off does not substantially interfere with the operating needs of the Employer(s). In the event that such

time off is denied, the Employer(s) will provide the Union with the specific reason(s) for such denial.

Local union representatives elected to the position of Executive Board shall be released from duty with pay for the purposes of attending the monthly Executive Board meetings and/or membership meetings, however those representatives shall return to their scheduled shift upon completion of said meeting but no later than 8:30 p.m.

Bargaining unit employees elected to positions of responsibility within the Union shall be released from duty with pay for a maximum of nine (9) work days total per year for purposes of attending annual conventions and training. The Union shall determine how to divide the nine (9) work days among the eligible bargaining unit employees.

SECTION 24.13 UNION ORIENTATION.

~~The Union may have a representative participate in orientation for a period not to exceed one half hour. In the event the Human Resources Department conducts new employee orientation, the Union representative may participate for a period not to exceed one half hour.~~

When the Employer conducts new employee orientations, including group orientations, the Union may choose to conduct a Union orientation in conjunction with the new employee orientation conducted by the Employer. The Union orientation period may be for up to one (1) hour and shall take place at the location designated by the Employer and during the employees' regular working hours with no loss of regular straight time pay to the employees involved (new hires and up to one (1) Union representative).

NEW SECTION 24.14 AVAILABILITY OF CARDS.

The Employer shall make available Union deduction cards to employees. Such cards shall be supplied by the Union.

Section 25.1 Wage Rates. [for non-River Bluff employees]

1. Effective upon the signing of this Agreement, all full-time employees employed prior to January 1, 2022 and still employed on the effective date of this Agreement shall be paid a lump sum payment of \$2000 (minus applicable taxes and withholdings).
 - a. The Employer does not intend to provide non-represented employees generally an across-the-board increase for contract year 2022. However, if the Employer decides to provide the non-represented employees generally an across-the-board increase, the Employer will

provide bargaining unit employees the same increase on the same date under the same conditions.

2. Effective January 1, 2023, employees shall receive an across-the-board wage increase of 3.5%. In lieu of the across-the-board increase, an employee who is paid between \$13 and \$14 per hour will have his/her pay increased to \$14/hour, whichever is greater and an employee who is paid between \$14 and \$15 per hour will have his/her pay increased to \$15 per hour, whichever is greater.
3. Effective January 1, 2024, employees shall receive an across-the-board wage increase of 3.5%. In lieu of the across-the-board increase, an employee who is paid between \$14 and \$15 per hour will have his/her pay increased to \$15 per hour, whichever is greater.

Section 25.12 Joint Classification Study. ~~The parties agree to an annual Joint Classification Study to commence within one hundred eighty (180) days after October 1, 2009 and each contract year thereafter. Each party shall choose four (4) jobs per applicable contract year to include in the Joint Classification Study. If the parties agree to upgrade certain job classifications, the Employer(s) shall recommend to the County Board a budget for the upgrade(s) to be made effective no later than April 1 of the next calendar year. If the parties cannot agree, the dispute may be submitted to Binding Arbitration pursuant to Article V, Section 5.4.~~

~~The Arbitrator must consider the Employer(s) inability to pay argument if so raised. The parties will form committees consisting of the Human Resources Department Head or his/her designee, the Department Head for the position being studied, a Union official selected by the President of AFSCME Local 473, and an employee in the classification to be studied.~~

~~The parties agree that for the term of the Collective Bargaining Agreement effective October 1, 2017, the Joint Classification Study will be limited to the following: Dishwasher, Cook, Tray Aide, Housekeeper, Clothing Aide, Seamstress and Unit Attendant at River Bluff Nursing Home and Kennel Technician at Animal Services. The Joint Classification Study for the eight (8) jobs is to be completed and implemented by the termination date of the Collective Bargaining Agreement effective October 1, 2017.~~

~~Effective upon ratification of a successor agreement, CNAs shall be moved from the E pay grade to a new pay grade E1, which shall carry a \$1.00 per hour increase, applied in addition to any other negotiated wage increases.~~

~~Effective upon ratification of a successor agreement, Rehab CNAs shall be moved from the F pay grade to a new pay grade F1, which shall carry a \$1.00 per hour increase, applied in addition to any other negotiated wage increases.~~

At the request of the County or the Union an annual Labor Management meeting will be held to discuss job titles that may be in need of an equity adjustment.

A P P E N D I X II

	<u>Hours</u>		
Facility Maintenance [North Campus & Downtown Campus]	6:00am	-	2:30pm
	7:00am	-	3:30pm
	8:00am	-	4:30pm
	12:00pm	-	8:30pm
	6:00am	-	4:30pm
	(M – Th	&/or	Tu – F)
	7:00am	-	5:30pm
	(M - Th	&/or	Tu – F)
Recorder	8:00am	-	5:00pm
		-	
County Clerk	8:00am	-	5:00pm
Regional Planning & Economic Development			
	Inspectors	7:30am	- 4:00pm
<i>The hours of the Inspectors in the Regional Planning and Economic Development Department may be adjusted by mutual agreement of the employees and the Building Official to the summer schedule of 6:00 a.m.-4:30 p.m. Monday through Thursday and/or Tuesday through Friday.</i>			
	Clerical	8:00am	- 5:00pm
	Permit Specialist	8:00am	- 5:00pm
	Planner	8:00am	- 5:00pm
Supervisor of Assessments	8:00am	-	5:00pm
Highway			
	Office	Monday – Friday	7:00am - 3:30pm
			7:45am - 4:15pm
			8:30am - 5:00pm
	Work Crew/Summer	Tuesday – Friday	6:00am - 4:30pm
	Work Crew/Winter	Monday - Friday	7:00am - 3:30pm

Hours

Beginning with the start of the last payroll period ending in April and ending with the start of the last payroll period ending in September. By mutual agreement between the County Engineer and the Union, summer hours may be initiated and/or extended by one payroll period.

Coroner

Deputy Coroner	Office	8:00am	-	4:30pm
		6:00am	-	2:00pm
		7:00am	-	3:00pm
		9:00am	-	5:00pm
		3:00pm	-	11:00pm
		11:00pm	-	7:00am

Auditor

8:00am - 5:00pm

Treasurer

8:00am - 5:00pm

River Bluff Nursing Home

All Business Office Staff	7:00am	-	3:30pm
	7:30am	-	4:00pm
	8:00am	-	4:30pm
	8:30am	-	5:00pm
	9:00am	-	5:30pm

Activity Aides	8:00am	-	4:00pm
	11:00am	-	7:00pm
	12:00pm	-	8:00pm

C.N.A.'s	6:00am	-	2:00pm
	7:00am	-	3:00pm
	2:00pm	-	10:00pm
	3:00pm	-	11:00pm
	10:00pm	-	6:00am
	11:00pm	-	7:00am

Unit Attendants	7:00am	-	3:00pm
	2:30pm	-	10:30pm
	10:30pm	-	6:30am

Clerical Specialists	8:00am	-	4:00pm
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All Dietary Staff			
	5:45am	-	1:45pm
	6:00am	-	2:00pm
	12:00pm	-	8:00pm
Social Service Assistants & Admissions Coordinator			
	8:00am	-	4:00pm
Housekeepers			
	6:25am	-	2:25pm
	10:30pm	-	6:30am
Rehab C.N.A.'s			
	7:00am	-	3:00pm

Sheriff's Office

Security Monitor			
	7:30am	-	4:30pm
	8:00am	-	5:00pm
Records			
	8:00am	-	5:00pm
	11:00am	-	7:30pm
	3:30pm	-	12:00am
Administration Machesney Park			
	8:00am	-	4:30am
Telecommunicators			
	6:00am	-	6:00pm
	6:00pm	-	6:00 am
Correctional Officer			
	6:00am	-	6:00pm
	6:00pm	-	6:00am
Corrections: Administrative Officer & Court Guard			
	8:00am	-	5:00pm
Inmate Work Crew			
	7:00am	-	4:00pm
Corrections Canine Officer			
	3:00pm	=	12:00am
Monday		-	5:00pm
Tuesday & Wednesday	8:00am	-	12:00am
Thursday		-	5:00pm
Friday	3:00pm		
<u>One (1) Hour Kennel Time</u>			
	8:00am	-	<u>8:00am</u>
		-	<u>4:00pm</u>
<u>-One (1) Hour Kennel Time</u>			
	<u>7:00am</u>	-	<u>8:00pm</u>
	<u>8:00am</u>	-	<u>4:00am</u>
<u>PREA Compliance Officer</u>			
	<u>7:00pm</u>		
	<u>8:00pm</u>	=	<u>5:00pm</u>

8:00am

Animal Services

Office	Monday	8:30am	-	7:00pm
	Monday - Friday	8:30am	-	5:00pm
	Saturday	9:30am	-	4:00pm
Kennel	<u>Monday-Sunday</u>	7 6:00am	-	3 2:30pm
		8:30am	-	5:00pm
	<u>Monday & Wednesday</u>	6 30am	-	3 00pm
		6:30am	-	5:00pm
		6:30am	-	7:00pm
	<u>Tuesday, Thursday & Friday</u>	6 30am	-	3 00pm
		6:30am	-	5:00pm
	<u>Saturday</u>	6 00am	-	2 30pm
		6:00am	-	4:30pm
Officers	Sunday thru Saturday	7:00am	-	5:00pm
	20 min. paid meal period	12:00pm	-	10:00pm
		2:00pm	-	12:00pm
		9:30pm	-	7:30am

SCHEDULE A
GRADE ASSIGNMENT BY CLASS TITLE

Grade	Job Title
15	Electronics Technician
14	
13	Electrician HVAC Mechanic Investigator/Deputy Coroner Plumber
12	Inspector/Building & Zoning Inspector/Electrical Inspector/Plumbing and HVAC Telecommunications Dispatcher Deputy Coroner
12C	Correctional Officer

11	Lead – Parcel Maintenance Specialist Locksmith Maintenance Mechanic (Facilities) Security Monitor
10	Accountant Sr. Planner Equipment Operator Senior Highway Mechanic Lead Person – Assessments Specialist Parcel Maintenance Specialist
9	Civilian Civil Process Server Financial Assistant Animal Services Officer Highway Maintainer Senior Inventory Control Technician
8	Accountant Telecommunications Dispatcher (Animal Services) Evidence Officer Painter/Drywall Veterinary Technician
7	Maintenance Worker Sr. Payroll Technician Sr. Permit Specialist
6	Account Technician *Account Technician Administrative Secretary (except Highway Department) Assessment Specialist Legal Description Writer *Rehab Certified Nursing Assistant
5	Administrative Clerk *Administrative Clerk Admissions Coordinator *Certified Nursing Assistant (CNA) Kennel Technician *Social Services Assistant
4	*Maintenance Worker Assistant
3	*Activity Aide Courier

2

*Cook

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*Clothing Aide

*Dishwasher

Dishwasher – Part-time (Animal Services only)

*Housekeeper

*Seamstress

*Tray Aide

*Unit Attendant

*

Check Appendix IIIA for starting rates of employees assigned to work primarily at River Bluff Nursing Home.

**Memorandum of Agreement
Between
The County of Winnebago and the
American Federation of State County and Municipal Employees**

Tentative Agreement for River Bluff - January 17, 2023

The County of Winnebago ("County") and the American Federation of State, County and Municipal Employees AFL-CIO, Illinois Council 31 for and on behalf of Local 473 ("AFSCME" or "Union") are parties to a Collective Bargaining Agreement ("CBA") effective through September 30, 2021.

1. The parties are in the process of bargaining a new successor collective bargaining agreement (CBA).
2. During bargaining, certain issues have arisen in the interim creating challenges in recruiting and certain funds have become available in the way of subsidies that allow the County to address wages for certain River Bluff employees (CNA's) in a manner differently from the wages increases for the remainder of the bargaining unit and the other River Bluff employees. Certain grants have also become available for the County to utilize to pay for lump sum payments and/or increases to the employees employed at River Bluff in a manner that would not otherwise be possible without these outside sources of funds. These increases are intended as an effort to enhance retention and recruitment, reduce reliance on agency services and/or compensate employees for work during the pandemic.
3. In light of the above, the parties agree to address wages for the Certified Nursing Assistants (CNAs) and the Rehabilitation Nursing Assistant (Rehab CNAs) as follows effective April 1, 2023:

Appendix IIIA for the CBA for Grade E1, Certified Nursing Assistant:

Less than one year - \$16.50

Completion of 1 Continuous* Year- \$18.00

Completion of 2 Continuous Years- \$19.00

Completion of 3 Continuous Years - \$20.00

Completion of 4 Continuous Years - \$21.00

Completion of 5 Continuous Years - \$22.50

Completion of 6 or more Continuous Years - \$24.00

*Continuous Years = Continuous Years of Service as a Certified Nursing Assistant

Appendix IIIA for the CBA for Grade FI, Rehabilitation CNA

Less than one year - \$17.48

Completion of 1 Continuous* Year- \$18.98

Completion of 2 Continuous Years- \$19.98

Completion of 3 Continuous Years - \$20.98

Completion of 4 Continuous Years - \$21.98

Completion of 5 Continuous Years - \$23.48

Completion of 6 or more Continuous Years - \$24.98

These wage increases for CNAs and Rehabilitation CNAs shall be in lieu of any other negotiated wage increases to the base pay for the first two years of the successor Agreement for any other employees negotiated between the parties, except as provided herein. Employees who have an hourly rate in excess of the schedule set forth above shall be grandfathered at the higher rate of pay and receive the same across the board increase as other employees in the bargaining unit for contract year 2022. Further, the Union agrees to withdraw with prejudice any other proposals to enhance any other benefits for the CNAs or Rehabilitation CNAs for this successor negotiation.

These base wage increases are contingent upon approval of Healthcare and Family Services that the increases comply with the terms of the subsidy program being offered. The program is contingent upon receipt of the referenced subsidies and should the programs cease to be funded, the County reserves the right to unilaterally revert to a wage schedule that would have otherwise been in effect.

4. In addition, a market analysis has indicated that three River Bluff positions warrant an adjustment. As such, the parties agree that on a non-precedential basis as to wage increases for any other employee group, effective January 1, 2023, the starting rate for the following positions will be increased as follows:

- Account Technician (Grade F) -\$13.39 to \$15.00
- Social Service Assistant (Grade E to F) – 12.42 to \$15.00

In addition, all employees employed in that classification effective on that same date will receive a corresponding increase in pay. These wage increases shall be in lieu of any other negotiated wage increases effective January 1, 2023 for any other employees negotiated between the parties, except as provided herein.

5. The parties understand and agree that certain positions outlined below will be re-titled, and the parties will file a unit clarification petition reflecting the following

changes that are occurring as part of a reorganization that merges the River Bluff financial staff with the County Business office: The following titles will be re-titled as set forth below:

- Accountant to Reimbursement Specialist (Grade 8)
 - Accountant to Reimbursement Specialist Medicaid (Grade 8)
 - Account Technician to Accounts Payable Clerk (Grade F)
6. The Union acknowledges that as part of this reorganization, one Account Technician position will be eliminated. In an effort to enhance accountability and allow River Bluff to become financially viable, that position will be reauthorized as a Staff Accountant, a professional employee excluded from the bargaining unit and the unit definition will reflect such exclusion.
7. In addition, effective upon the signing of this Agreement, all full-time employees employed at River Bluff prior to January 1, 2022 and still employed on the effective date of this Agreement shall be paid a lump sum payment of \$2000 (minus applicable taxes and withholdings).
8. Effective January 1, 2023, employees employed at River Bluff (except as otherwise set forth herein) shall receive an across-the-board wage increase of 3.5%. In lieu of the across-the-board increase, an employee who is paid between \$13 and \$14 per hour will have his/her pay increased to \$14/hour, whichever is greater and an employee who is paid between \$14 and \$15 per hour will have his/her pay increased to \$15 per hour, whichever is greater.
9. Effective January 1, 2024, employees employed at River Bluff shall receive an across-the-board wage increase of 3.5%. In lieu of the across-the-board increase, an employee who is paid between \$14 and \$15 per hour will have his/her pay increased to \$15 per hour, whichever is greater.

County of Winnebago

**American Federation of State County
and Municipal Employees**

By: _____

By: _____

Dated: _____

Dated: _____



Resolution Executive Summary

Prepared By: Lafakeria S. Vaughn
Committee: Finance Committee
Committee Date: February 2, 2023
Resolution Title: Resolution Authorizing Execution of a Collective Bargaining Agreement with the Illinois Fraternal Order of Police Labor Council Representing Deputies in the Office of the Winnebago County Sheriff
County Code: Not Applicable
Board Meeting Date: February 9, 2023

Budget Information:

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

Background Information: The Illinois Fraternal Order of Police Labor Council and the bargaining team for the County and the Sheriff have tentatively agreed to a successor collective bargaining agreement for a three-year term of October 1, 2022, through September 30, 2025.

Recommendation: Staff concurs.

Contract/Agreement: See attached.

Legal Review: Yes.

Follow-Up: Execute new successor collective bargaining agreement with FOP.

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

2023 CR _____

SUBMITTED BY: FINANCE COMMITTEE

**RESOLUTION AUTHORIZING EXECUTION OF A COLLECTIVE BARGAINING
AGREEMENT WITH THE ILLINOIS FRATERNAL ORDER OF POLICE LABOR
COUNCIL REPRESENTING DEPUTIES IN THE OFFICE OF THE WINNEBAGO
COUNTY SHERIFF**

WHEREAS, the County of Winnebago and the Winnebago County Sheriff have a collective bargaining agreement with Illinois Fraternal Order of Police Labor Council which represents the Deputies in the office of the Winnebago County Sheriff; and

WHEREAS, the previous collective bargaining agreement with Illinois Fraternal Order of Police Labor Council expired on September 30, 2022; and

WHEREAS, Illinois Fraternal Order of Police Labor Council and the representatives of the County and of the Sheriff have been bargaining a successor collective bargaining agreement to replace the expired agreement; and

WHEREAS, Illinois Fraternal Order of Police Labor Council and the bargaining team for the County and the Sheriff have tentatively agreed to a successor collective bargaining agreement subject to the approval of the County Board; and

WHEREAS, the Finance Committee of the County Board for the County of Winnebago, Illinois, has reviewed the terms of the proposed collective bargaining agreement; and

WHEREAS, the Finance Committee recommend that the full County Board accept and approve the terms of the collective bargaining agreement between Illinois Fraternal Order of Police Labor Council and the County of Winnebago and the Winnebago County Sheriff as summarized in the attachment to this resolution.

NOW, THEREFORE, BE IT RESOLVED, by the County Board of the County of Winnebago, Illinois that the collective bargaining agreement between Illinois Fraternal Order of Police Labor Council and the County of Winnebago and the Winnebago County Sheriff be approved and that the Chairman of the County Board of Winnebago County and the Winnebago County Sheriff execute any documents necessary for implementation of said collective bargaining agreement.

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 Winnebago County Administrator, the Winnebago County Sheriff and the Illinois Fraternal Order of Police Labor Council.

Respectfully Submitted,
FINANCE COMMITTEE

AGREE

DISAGREE

JOHN BUTITTA, CHAIRMAN

JOHN BUTITTA, CHAIRMAN

JAIME SALGADO, VICE CHAIRMAN

JAIME SALGADO, VICE CHAIRMAN

JEAN CROSBY

JEAN CROSBY

JOE HOFFMAN

JOE HOFFMAN

KEITH McDONALD

KEITH McDONALD

JOHN F. SWEENEY

JOHN F. SWEENEY

MICHAEL THOMPSON

MICHAEL THOMPSON

The above and foregoing Resolution was adopted by the County Board of the County of
Winnebago, Illinois this _____ day of _____ 2023.

ATTESTED BY:

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

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

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Illinois Fraternal Order of Police Labor Council and Winnebago County and
Winnebago County Sheriff Deputies Unit
(Successor Collective Bargaining Agreement)

TENTATIVE AGREEMENTS

Tendered on January 18, 2023

ARTICLE 32 DURATION AND TERM OF AGREEMENT

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This Agreement shall be effective as of the first day of October, 2019 2022 and shall remain in full force and effect until 11:59 p.m. on the 30th day of September, ~~2022~~ 2025. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing at least ninety (90) days prior to the anniversary date that it desires to modify the Agreement. In the event such a notice is given, negotiations shall begin no later than seventy-five (75) days prior to the anniversary date.

Notwithstanding any provision of this Article or this Agreement to the contrary, this Agreement shall remain in full force and effect after the expiration date and until a new Agreement is reached.

SIDE LETTERS

Agree to continue all side letters still in effect (to be compiled and finalized)

SECTION 6.10 REQUIRED OVERTIME

The Sheriff or his designee(s) shall have the right to require overtime work, and officers shall not refuse overtime assignments. Except in emergencies or where the Employer has less than two hours notice of the circumstances resulting in the need to assign overtime, the Sheriff or his designee(s) shall make reasonable efforts to obtain volunteers for overtime assignments by utilizing the provisions of Section 6.13 before assigning required overtime work. The Sheriff or

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his designee(s) will assign overtime on a reverse length of service basis. However, volunteers will not necessarily be selected for work in progress being performed by a specific officer. Also, specific officers may be selected for special assignments based upon special skill, ability or experience they may possess. Deputies assigned to the administrative schedule who are mandated or volunteer to work a holiday shall receive time and a half for all hours worked on a holiday.

An employee shall provide the Employer(s) with his/her current telephone number and residential address.

SECTION 6.9 TRAINING TIME

Each employee will be required to attend up to 40 hours of training per year. For each employee working the 12 hour shift, the Employer agrees to pay the first 24 hours (three training days) at straight time. The two remaining training days (up to 16 hours) will be paid at straight time or the officer will be scheduled to attend during their normal working hours. This provision will apply to no more than 5 individual days. This is to address platoon training days which are scheduled during an employee's normal day off.

Upon completion of the shift bidding process as provided in Section 6.3(b) and prior to December 31st, the employer will establish a minimum of 24 hours (three training days) of the annual retraining scheduling for the following year. ~~Employees will be able to select the dates they choose to attend each of the annual retraining dates according to seniority and available space for that respective training session.~~ Employees will be assigned by Platoon Schedule. Once all requests are submitted and the annual retraining schedule is complete, it will be posted by the employer. The annual retraining dates are mandatory and employees must attend on their

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scheduled dates. If exigent circumstances exist and the employee is unable to attend during their scheduled time, the employee shall attend during a different week determined by the employer.

The Employer(s) shall not adjust an employee's regular shift schedule in order to avoid overtime consequences as a result of an employee's attendance at a training session of two (2) days of less in duration. For training sessions in excess of two (2) days, the Employer(s) reserve the right to adjust shift schedules to avoid overtime consequences, subject to the requirements of Section 6.4.

SECTION 17.4 SHIFT DIFFERENTIAL

Effective October 1, ~~2022, 2000, \$.75 cents~~ \$1.00 per hour shift differential shall be paid employees who work on night shifts starting after 12:00 p.m. (with the understanding that if the night shift starting times are made earlier than 12:00 p.m., the differential still applies).

SECTION 17.1 WAGE SCHEDULE

1. Effective October 1, 2022 ~~2019~~, all employees shall receive a 3.5% increase in their regular hourly rate of pay.
2. Effective October 1, 2023 ~~2020~~, all employees shall receive a 3.5% increase in their regular hourly rate of pay.
3. Effective October 1, 2024 ~~2021~~, all employees shall receive a 3.5% increase in their regular hourly rate of pay.
4. The employees covered by this Agreement shall be compensated in accordance with the wage schedule attached to this Agreement as Appendix B.

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SECTION 19.3 COSTS FOR FULL-TIME EMPLOYEES

[INSURANCE]

The employee shall pay for the cost of health and dental coverage according to the following schedule, the remainder shall be paid by the Employer:

Employee Annual Costs

~~Effective 10/1/19 the bargaining unit members shall pay fifteen percent (15%) of the cost of individual and family plan up to a maximum amount of one thousand seven hundred dollars (\$1,700) annually for single coverage and four thousand three hundred seventy five dollars (\$4,375) annually for family coverage.~~

~~Effective 1/1/21 the bargaining unit members shall pay fifteen percent (15%) of the cost of individual and family plan up to a maximum amount of one thousand eight hundred dollars (\$1,800) annually for single coverage and four thousand four hundred fifty dollars (\$4,450) annually for family coverage.~~

~~Effective 1/1/22 the bargaining unit members shall pay fifteen percent (15%) of the cost of individual and family plan up to a maximum amount of one thousand nine hundred dollars (\$1,900) annually for single coverage and four thousand five hundred dollars (\$4,500) annually for family coverage.~~

Effective 10/1/22 the bargaining unit members shall pay fifteen percent (15%) of the cost of individual and family plan up to a maximum amount of one thousand nine hundred dollars (\$1,900) annually for single coverage and four thousand five hundred dollars (\$4,500) annually for family coverage.

Effective 1/1/24 the bargaining unit members shall pay fifteen percent (15%) of the cost of individual and family plan up to a maximum amount of two thousand dollars (\$2,000) annually for single coverage. three thousand six hundred sixty dollars (\$3,660) for employee plus one

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coverage, and four thousand five hundred seventy-five dollars (\$4,575) annually for family coverage.

Effective 1/1/25 the bargaining unit members shall pay fifteen percent (15%) of the cost of individual and family plan up to a maximum amount of two thousand dollars (\$2,000) annually for single coverage, three thousand six hundred sixty dollars (\$3,660) for employee plus one coverage, and four thousand five hundred seventy-five dollars (\$4,575) annually for family coverage.

Employees who elect to participate in the Employee Wellness Program in ~~2020~~23 and complete the three (3) requirements for participation in the Wellness Program will receive a yearly rebate totaling \$250 for single coverage and \$600 for family coverage, which will be broken down into equal reductions in the premium amount deducted from the employee's paycheck each pay period in ~~2020~~23. Employees who elect to participate in the Employee Wellness Program in ~~2020~~23, complete the three (3) requirements, and complete nine (9) additional wellness activities as designated by the Employer will receive an additional yearly rebate beginning on April 1, ~~2020~~23, totaling \$100 if the Employee completes the requirements and \$200 if the Employee and a covered spouse complete the requirements. The same incentives for participation in the Employee Wellness Program will be offered in ~~2021 and 2022~~ 2024 and 2025.

Premiums paid by the individual employee under this Section shall be deducted from the employee's paycheck.

Any employee that elects either individual or dependent health and dental insurance coverage shall enroll in the insurance premium only portion of the Section 125 Plan provided by the Employer(s); provided, however, should an employee demonstrate to the Employer(s) that his/her participation in the Section 125 Plan will have an adverse impact on his//her Social Security

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earnings or pension through the Illinois Municipal Retirement Fund, his/her participation in the Section 125 Plan may be waived.

Deductibles, out of pockets and co-pays for medical services other than prescription drugs shall be as follows throughout this Agreement:

FOR PPO PLANS:

Effective 10/1/19 through 12/31/20

For Single coverage: \$700
For Dependent coverage: \$700 per person with a
Maximum of \$1500 per family
Maximum Out of Pocket: \$1250 Single Coverage
\$3350 Family Coverage

This option shall merge with the POS (co payment plan) effective January 1, 2021.

POS (CO-PAYMENT) PLANS:

Effective 10/1/19 through 12/31/20

For Single coverage: \$250
For Dependent coverage: \$250 per person with a
Maximum of \$500 per family
Co Payments:
Primary Care Visit \$20
Specialist Care Visit \$25
Maximum Out of Pocket: \$1650 Single Coverage
\$3300 Family Coverage

Effective 1/1/21

For Single coverage: \$500
For Dependent coverage: \$500 per person with a
Maximum of \$1000 per family
Co Payments:
Primary Care Visit \$20
Specialist Care Visit \$25

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Maximum Out of Pocket: \$1000 Single Coverage
\$3000 Family Coverage

Effective 1/1/22

For Single coverage: \$750
For Dependent coverage: \$750 per person with a
Maximum of \$1500 per family

Co-Payments:
Primary Care Visit \$20
Specialist Care Visit \$25

Maximum Out of Pocket: \$1250 Single Coverage
\$3350 Family Coverage

Effective 10/1/22 through 12/31/24

For Single coverage: \$750
For Dependent coverage: \$750 per person with a
Maximum of \$1500 per family

Co-Payments:
Primary Care Visit \$20
Specialist Care Visit \$25

Maximum Out-of-Pocket: \$1250 Single Coverage
\$3350 Family Coverage

Effective 1/1/25

For Single coverage: \$750
For Dependent coverage: \$750 per person with a
Maximum of \$1500 per family

Co-Payments:
Primary Care Visit \$20
Specialist Care Visit \$30

Maximum Out-of-Pocket: \$1250 Single Coverage
\$3350 Family Coverage

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DENTAL BENEFITS

Effective 10/1/19 10/1/22

Deductible for single coverage: \$50
Deductible for family coverage: \$150
Maximum benefits per calendar year: \$2000

PRESCRIPTION DRUGS

Effective 10/1/19

Generic drugs: \$17 or best daily price
Preferred brand drugs: \$21 plus 20%
Non-preferred brand drugs: \$23 plus 30%
Maximum Out-of-Pocket: \$2250 Single Coverage
\$4500 Family Coverage

Effective 10/1/22

Generic drugs: \$17 or best daily price
Preferred brand drugs: \$21 plus 20%
Non-preferred brand drugs: \$23 plus 30%
Maximum Out-of-Pocket: \$2250 Single Coverage
\$4500 Family Coverage

Effective 1/1/24

Generic drugs: \$17 or best daily price
Preferred brand drugs: \$23 plus 20%
Non-preferred brand drugs: \$25 plus 30%
Maximum Out-of-Pocket: \$2500 Single Coverage
\$4500 Family Coverage

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Mail order prescriptions will be available in 90 day increments. The co-pay for the mail order prescriptions will be two (2) times the cost of the co-pay for each category of the medications as outlined above. Employees will also have the option of picking up 90 day supplies of prescription drugs at a local pharmacy selected by the Employer at a cost of three (3) times the cost of the co-pay for each category of the medications as outlined above. The maximum out-of-pocket per calendar year are over and above the co-pays for prescription drugs per employee or dependent.

EFFECTIVE JANUARY 1, 2024:

1. Change in the tier structure from 2 tier (EE / FAM) to 3 tier (EE / EE+1 / FAM)
2. Waiting period reduced to the first of the month following 30 days of employment (See Section 19.1 below)

SECTION 19.1 INSURANCE COVERAGE

The Employer shall, for the life of this Agreement, continue in effect the basic level of coverage to full-time employees and eligible part-time employees per Patient Protection and Affordable Care Act (PPACA) guidelines now provided by the Employer for hospital and major medical insurance, and dental insurance for full-time employees. Except as provided in Section 19.2 below, the Employer retains the right to change to or from a self-insurance program and/or to change coverages as long as the basic level of benefits to the employee remains substantially the same.

Effective October 1, 2022 through December 31, 2023, in order to be eligible to receive insurance benefits pursuant to the provisions of this Section 19, employees and their dependents, which includes spouses as defined under Illinois law, must apply within the first ninety (90) days of employment, during the annual open enrollment or within thirty (30) days of a qualifying

event, whichever is applicable. Effective January 1, 2024, in order to be eligible to receive insurance benefits pursuant to the provisions of this Section 19, employees and their dependents, which includes spouses as defined under Illinois law, must apply by the first (1st) of the month following thirty (30) days of employment, during the annual open enrollment or within thirty (30) days of a qualifying event, whichever is applicable.

The age qualifier for dependent children will follow applicable State and Federal laws.

Part-time employees are eligible for health insurance coverage per PPACA guidelines, but are not eligible for dental or life insurance coverage.

The parties to this Agreement acknowledge that during its term, changes of permissible health care benefits under federal law are likely to occur. During the time this Agreement is in place, should changes in federal law make any health care benefit(s) provided in Article 19 impermissible under federal law, the parties agree, upon written notice of one party to the other, to set a meeting within thirty (30) days of the notice, in order to negotiate changes to the Agreement to address the impermissible benefits(s). Those newly negotiated changes shall be binding on the parties for the remainder of this Agreement.

EMPLOYER WILL WITHDRAW THE FOLLOWING PROPOSALS:

SECTION 6.4 (a)(3) ADJUSTING SCHEDULES

SECTION 11.4 VACATION SCHEDULING

UNION WILL WITHDRAW THE FOLLOWING PROPOSALS:

ARTICLE 17 WAGES (Matrix)

ARTICLE 6.18 HAZARDOUS DUTY PAY [Field Training Officers]

ARTICLE 6.18 HAZARDOUS DUTY PAY [K-9 and accident reconstruction]

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SECTION 6.10 REQUIRED OVERTIME [Monthly posting]

SECTION 6.3 (D) NORMAL WORKDAY AND WORK PERIOD- Current Schedules

NEW SECTION [Crisis Intervention]

NEW SECTION RETENTION BONUS

SECTION 6.9 TRAINING TIME

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Resolution Executive Summary

Prepared By: Lafakeria S. Vaughn
Committee: Finance Committee
Committee Date: February 2, 2023
Resolution Title: Resolution Authorizing Wage Increases for Non-Bargaining Unit Employees of The County of Winnebago, Illinois
County Code: Not Applicable
Board Meeting Date: February 9, 2023

Budget Information:

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

Background Information: The Administration for the County of Winnebago, Illinois (County), has determined that wage increases for County non-bargaining unit employees is appropriate. It is recommended that the Finance Committee and County Board accept and approve the across the board increases for non-bargaining unit employees of the County of Winnebago, Illinois of 3.5% effective on January 1, 2023 and January 1, 2024 and reinstatement of the one percent (1%) longevity pay.

Recommendation: Staff concurs.

Contract/Agreement: N/A

Legal Review: Yes.

Follow-Up: N/A

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

2023 CR _____

SUBMITTED BY: FINANCE COMMITTEE

**RESOLUTION AUTHORIZING WAGE INCREASES FOR NON-BARGAINING UNIT
EMPLOYEES OF THE COUNTY OF WINNEBAGO, ILLINOIS**

WHEREAS, the Administration for the County of Winnebago, Illinois (County), has determined that wage increases for County non-bargaining unit employees is appropriate; and

WHEREAS, the Finance Committee of the County Board of Winnebago County, Illinois recommends the full County Board accept and approve across the board wage increases for County non-bargaining unit employees of 3.5% effective on January 1, 2023 and on January 1, 2024; and

WHEREAS, the Finance Committee further recommends reinstating the one percent (1%) longevity pay for County non-bargaining unit employees effective January 1, 2023; and

WHEREAS, the Finance Committee and County Board values providing consistent wage increases for represented and non-represented employees.

NOW, THEREFORE, BE IT RESOLVED, that the County Board of the County of Winnebago, Illinois does hereby approve the across the board increases for non-bargaining unit employees of the County of Winnebago, Illinois of 3.5% effective on January 1, 2023 and January 1, 2024 and reinstatement of the one percent (1%) longevity pay.

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 Winnebago County Finance Department and Director of Human Resources.

Respectfully Submitted,
FINANCE COMMITTEE

AGREE

DISAGREE

JOHN BUTITTA, CHAIRMAN

JOHN BUTITTA, CHAIRMAN

JAIME SALGADO, VICE CHAIRMAN

JAIME SALGADO, VICE CHAIRMAN

JEAN CROSBY

JEAN CROSBY

JOE HOFFMAN

JOE HOFFMAN

KEITH McDONALD

KEITH McDONALD

JOHN F. SWEENEY

JOHN F. SWEENEY

MICHAEL THOMPSON

MICHAEL THOMPSON

The above and foregoing Resolution was adopted by the County Board of the County of
Winnebago, Illinois this _____ day of _____ 2023.

ATTESTED BY:

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

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

ECONOMIC DEVELOPMENT COMMITTEE



Resolution Executive Summary

Committee Date: Monday, January 30, 2023

Committee: Economic Development

Prepared By: Jas Bilich & Chris Dornbush

Document Title: Resolution Granting Authority To The Winnebago County Board Chairman To Execute The Documents Necessary To Complete A Loan For \$50,000 From The Revolving Loan Fund To Rock City Acquisitions, LLC

County Code: NA

Board Meeting Date: Thursday, February 9, 2023

Budget Information:

Was item budgeted? Yes	Appropriation Amount: \$50,000
If not, explain funding source:	
ORG - OBJ - Project Code: Fund available in fund #0307 (Revolving Loan Fund)	Budget Impact: None - Budgeted

Background Information:

Rockford Local Development Corporation (RLDC) have demonstrated a positive effect in growing the regional economy in partnership through the County's Revolving Loan Fund Program that was established in 2014. Rock City Acquisitions, LLC is a property management company, which manages more than 100 single family and multi-family residential units and is looking to purchase a warehouse to expand the business. The loan is to assist with financing the property purchase as well as some minor repairs and some project related soft costs. They have a great repayment history with RLDC, repaying 5 previous loans. Rock City Acquisitions, LLC is requesting a \$50,000 loan for 5 years at an 8.0% annual interest amortized over 15 years. The loan is anticipated to create an additional 2 full-time equivalent (FTE) positions over the next 2 years for a total of 17 full-time equivalent (FTE) positions.

Recommendation:

Administration supports the recommendation as proposed with the terms stated by RLDC for the loan regarding Dewayne Tentler (d/b/a Factory Appliance Repair).

Contract/Agreement:

NA

Legal Review:

Yes

Follow-Up:

RLDC & staff normally update the entire Board on an annual basis.

Regional Planning & Economic Development Department

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

Phone: (815) 319- 4350 | E-mail: permits@rped.wincoil.gov

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

SUBMITTED BY: ECONOMIC DEVELOPMENT COMMITTEE

2023 CR _____

**RESOLUTION GRANTING AUTHORITY TO THE WINNEBAGO COUNTY
BOARD CHAIRMAN TO EXECUTE THE DOCUMENTS NECESSARY TO
COMPLETE A LOAN FOR \$50,000 FROM THE REVOLVING LOAN FUND
TO ROCK CITY ACQUISITIONS, LLC**

WHEREAS, Rock City Acquisitions, LLC is an African-American owned property management company owned by Philip Williams. Rock City Acquisitions, LLC manages more than 100 single family and multi-family residential units, of which he owns eleven (11), and four (4) Airbnb properties; and

WHEREAS, Rock City Acquisitions, LLC is located at 6457 Grassridge Road, Rockford, Illinois and is requesting funds to provide supplemental long-term financing for a warehouse at 4911 Hydraulic Road, Rockford, Illinois; and

WHEREAS, Rock City Acquisitions, LLC has successfully paid in full five (5) previous loans with Rockford Local Development Corporation (RLDC) through the housing rehabilitation programs; and

WHEREAS, it is estimated that this loan will assist in the creation of two (2) new full-time equivalent employees, over the next two (2) years and the warehouse will provide a secure location for equipment and vehicles as well as office space for staff; and

WHEREAS, Rock City Acquisitions, LLC, has had great repayment history and business success with five (5) previous RLDC loans, they are seeking a loan to assist with supplemental long-term financing for a warehouse as recommended by the staff of RLDC fifty thousand dollars (\$50,000.00) at eight percent (8%) over five (5) years, amortized over fifteen (15) years from the County of Winnebago's Revolving Loan Fund to Rock City Acquisitions, LLC, secured by a shared secondary mortgage on 4911 Hydraulic Rd, Rockford, Illinois as well as personal guarantees by Rock City Acquisitions, LLC and Philip Williams.

NOW THEREFORE, BE IT RESOLVED, that the Chairman of the County Board of the County of Winnebago, Illinois is hereby authorized to execute the loan documents prepared by Rockford Local Development Corporation (RLDC) and approved by the Winnebago County State's Attorney's Office for the loan of fifty thousand dollars (\$50,000.00) at eight percent (8%) fully amortized over fifteen (15) years to Rock City Acquisitions, LLC, secured by a shared secondary mortgage on 4911 Hydraulic Rd, Rockford, Illinois as well as personal guarantees from Rock City Acquisitions, LLC and Philip Williams.

BE IT FURTHER RESOLVED, that this Resolution shall be effective on its adoption.

BE IT FURTHER RESOLVED, that the Clerk of the County Board of the County of Winnebago is directed to prepare and deliver certified copies of this resolution to the Winnebago County Regional Planning and Economic Development Director, County Finance Director, County Administrator, and the County Auditor.

Respectfully submitted,
Economic Development Committee

AGREE

DISAGREE

JOHN SWEENEY, CHAIRMAN

JOHN SWEENEY, CHAIRMAN

JEAN CROSBY

JEAN CROSBY

ANGELA FELLARS

ANGELA FELLARS

VALERIE HANSERD

VALERIE HANSERD

BRAD LINDMARK

BRAD LINDMARK

TIM NABORS

TIM NABORS

JOHN PENNEY

JOHN PENNEY

The above and foregoing Resolution was adopted by the County Board of the County of Winnebago, Illinois this ____ day of _____ 2023.

ATTESTED BY:

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

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

Revolving Loan Fund
Loan Summary for:
Rock City Acquisitions, LLC

<u>Applicant:</u> Rock City Acquisitions, LLC <u>Location Address:</u> 4911 Hydraulic Road Rockford, IL 61109 <u>Jurisdiction:</u> City of Rockford <u>Type of Business:</u> <input type="checkbox"/> New (Start-up) <input checked="" type="checkbox"/> Expansion (Existing) <u>Industry:</u> Property Management	<u>PIN:</u> 16-05-476-008 (0.51 Acres) 22,041.10 Square Feet <u>Principal / Officer (%):</u> Philip Williams (100%) <u>Website:</u> www.rockcityrentalproperties.com <u>County Board District #:</u> 15 <u>County Board Member:</u> Chris Scrol
--	---

<u>Requested County Revolving Loan Fund:</u>					<u>Employees:</u> Current Projected		
Investment(s)			Percentage		Full-Time Equivalent (FTE):	15	17
County:	\$ 50,000.00	8.00%	interest	15.38%			
	(amortized 15 years)	5	years				
Owner's:	\$ 25,000.00			7.69%			
Illinois Bank & Trust	\$ 200,000.00			61.54%	Part Time:	0	
EDA Recovery Act	\$ 50,000.00			15.38%	<i>Within the first 2 years of business operating, from the opening.</i>		
				0.00%			
Total Financing of Project:	\$ 325,000.00			100.00%	Total:	2	
***Cost of County funds per projected job created: \$25,000							

Uses of Loan Proceeds:

- Purchase of a warehouse to be used for storage and office space, to expand the business and add 2 more Full Time Equivalent (FTE) employees.
- Minor repairs to the building and related soft costs.

Revolving Loan Fund
Loan Summary for:
Rock City Acquisitions, LLC

Description of Business & Project:

Rock City Acquisitions, Inc. ("Rock City") is a property management company owned by Philip Williams, an African-American. Organized as a single member limited liability company, Rock City reportedly manages more than 100 single family and multi-family residential units and four Airbnb properties owned by Mr. Williams. Of these properties being managed, eleven are owned by Mr. Williams. Five of Mr. Williams properties were financed through RLDC's housing rehabilitation programs all of which have been paid in full. Mr. Williams proposes to purchase a warehouse at 4911 Hydraulic Rd, Rockford, IL. The warehouse will provide a secure location for Mr. Williams to store his equipment and vehicles and provide office space for his employees. With the added space, Mr. Williams projects that he will be able to add at least two (2) additional employees within the next two years. Proposed funding includes a \$200,000 1st mortgage loan from Illinois Bank and Trust (IBT) that will be amortized over fifteen (15) years at 7.5%. The IBT loan is to be supplemented by a \$50,000 EDA Recovery Act loan from RLDC and a \$50,000 Winnebago County loan and the owner's investment of \$25,000. Both the County and EDA loans will be secured by a shared second mortgage on the subject property and the loans will be five (5) year loans amortized over fifteen (15) years at 8.0%.

RLDC Recommendation:

Staff recommends a \$50,000, term loan to be fully amortized over five (5) years at 8.0% for the following reasons:

- 1) Participation in this project contributes to the projected creation of two FTEs.
- 2) Participation in this project benefits a minority-owned business.
- 3) Participation in this project benefits a Labor Surplus Area.
- 4) Mr. Williams has a stellar repayment record with RLDC having repaid five prior loans.
- 5) Mr. Williams has a strong reported net worth which adds an additional repayment source for the proposed loan.

Other Conditions:

Mr. Williams has a strong reported net worth which adds an additional repayment source for the proposed loan. Both Rock City Acquisitions, LLC and Mr. Williams as co-signers for the Note.

Revolving Loan Fund
Loan Summary for:
Rock City Acquisitions, LLC

Subject Property Tax Information:

2021	Tax Year Information					
	4911 Hydraulic Road		Fair Market Value:	Tax Bill	Winnebago County Portion	
	PIN(s):	Acres			Tax	Pension
	16-05-476-008	0.51	\$ 218,960.00	\$ 9,038.98	\$ 514.80	\$ 144.35
			\$ -	\$ -	\$ -	\$ -
		0.51	\$ 218,960.00	\$ 9,038.98	\$ 514.80	\$ 144.35
					\$ 659.15	
					Other Entities	\$ 8,379.83
					Winnebago County	\$ 659.15
					TOTAL TAX BILL	\$ 9,038.98

Tax Bill

■ Other Entities
■ Winnebago County

Revolving Loan Fund
Loan Summary for:
Rock City Acquisitions, LLC

Strengths & Weaknesses

Strengths

- 1) Participation in this project contributes to the projected creation of two FTEs.
- 2) Participation in this project benefits a minority-owned business.
- 3) Participation in this project benefits a Labor Surplus Area.
- 4) Mr. Williams has a stellar repayment record with RLDC having repaid five prior loans.
- 5) Mr. Williams has a strong reported net worth which adds an additional repayment source for the proposed loan.

Weaknesses

- 1) Rock City did not generate sufficient operating cash flow in its last reported fiscal year to service proposed debt. Mitigating this risk is the negative impact of Covid rent relief measures imposed that reduced rent and property management. These relief measures have expired and Mr. Williams reports rent and property management income have resumed to their pre-Covid levels.
- 2) Mr. Williams and Rock City are financially leveraged. While typical for real estate investors, high financial leverage poses existential risks to businesses if that debt cannot be fully served. Mitigating this risk is Mr. Williams willingness to sell properties, if necessary, to reduce debt and monetize his equity in these properties.

Attachments:

1. *Illinois Secretary of State Corporation / LLC Certificate of Good Standing*
2. *Site Map of the location*
3. *Tax Information*
4. *Township Assessment Information*



Office of the Secretary of State
ilsos.gov

Corporation/LLC Search/Certificate of Good Standing

LLC File Detail Report

File Number	07233493
Entity Name	ROCK CITY ACQUISITIONS LLC
Status	ACTIVE

Entity Information

Principal Office
4863 AMERICAN ROAD
ROCKFORD, IL 61109

Entity Type
LLC

Type of LLC
Domestic

Organization/Admission Date
Tuesday, 18 September 2018

Jurisdiction
IL

Duration
PERPETUAL

Agent Information

Name PHILIP M. WILLIAMS
Address 4946 S WINCHESTER AVE CHICAGO , IL 60609
Change Date Tuesday, 18 September 2018

Annual Report
For Year 2022
Filing Date Friday, 20 January 2023

Managers
Name Address WILLIAMS, PHILIP M 2098 WEMBLEY PLACE ROCKFORD, IL 61114

Assumed Name
ACTIVE ROCK CITY RENTAL PROPERTIES

Series Name
NOT AUTHORIZED TO ESTABLISH SERIES

[Return to Search](#)

[File Annual Report](#)

Adopting Assumed Name

Articles of Amendment Effecting A Name Change

Change of Registered Agent and/or Registered Office

(One Certificate per Transaction)

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

Thu Jan 26 2023



4911 HYDRAULIC RD

Parcel Number	Alternate Parcel Number
16-05-476-008	257D067

Owner Name and Address
NEFF , BLAIR A & KATHERINE M TRUSTEES
3877 SWORDFISH DRIVE
CHERRY VALLEY, IL 61016

Property Size
Sq. Feet: 22041 - Acres: 0.51

Property Use
Ind Land + Improve (0081)

Legal Description
PLAT OF PYRAMID INDUSTRIAL PARK PT SE 1/4 SEC 5-43-2 LOT 007

Zoning District: I1

Tax Information

NEFF , BLAIR A & KATHERINE M TRUSTEES
3877 SWORDFISH DRIVE
CHERRY VALLEY, IL 61016
Trust Number:

Year	Fair Market Value	Total Tax Bill	Total Code
2021	\$218,960.00	\$9,038.98	127

There are currently no exemptions to display for this PIN

School District

Assessor Information

Township:
CHERRY VALLEY
Danielle Giacomazzo
4875 Blackhawk Rd
Rockford, IL 61109
8158742119

Sales History

Date	Sale Type	Amount	Doc. No.
11/9/2021 12:00:00 AM	D (SalesHistoryCodes.aspx)	\$0.00	2021040842
11/9/2021 12:00:00 AM	D (SalesHistoryCodes.aspx)	\$0.00	2021041149
4/19/1991 12:00:00 AM	MISC (SalesHistoryCodes.aspx)	\$18,000.00	CV09541

Flood Zone

In/Out	Flood Zone Type
OUT	X





Winnebago County

County Treasurer

[Wincoil Home Page](#)
[Treasurer Home Page](#)
[Supervisor of Assessments](#)
[Search Again](#)

Parcel Tax Details for Parcel Number 16-05-476-008

[View Property via WinGIS](#)

Please choose the tax year you would like to view details for:

2021 ▼

Tax Payment Information ***2021 taxes payable in 2022***

Owner Address

NEFF BLAIR A AND KATHERINE M
3877 SWORDFISH DRIVE
CHERRY VALLEY, IL 61016

Taxbill Address

NEFF , BLAIR A AND KATHERINE M TRUSTEES
3877 SWORDFISH DRIVE
CHERRY VALLEY,IL 61016

----- First Installment-----

Due Date: 6/10/2022
Amount: 4519.49
Penalty: 0.00
Cost: 0.00
Total Due: 4519.49
Paid: 4519.49 Date: 5/18/2022
By: N & S PATTERN

----- Second Installment-----

Due Date: 9/9/2022
Amount: 4519.49
Penalty: 0.00
Cost: 0.00
Total Due: 4519.49
Paid: 4519.49 Date: 5/18/2022
By: N & S PATTERN

For Parcel Address: 4911 HYDRAULIC RD

Tax Calculation

<i>Description</i>		<i>Amount</i>
Board of Review Assessed Value		72978
Township Equalization Factor	x	1.0000
Board of Review Equalized Value	=	72978
Home Improvement Exemption	-	0

Disabled Veteran Exemption	-	0
Department of Revenue Assessed Value	=	72978
County Multiplier	x	1.0000
Revised Equalized Value	=	72978
Senior Freeze Exemption	-	0
FAF/VAF Exemption	-	0
Owner Occupied Exemption	-	0
Over 65 Exemption	-	0
New Disabled or Veteran Exemption	-	0
Returning Veteran Exemption	-	0
Taxable Value	=	72978
Tax Rate for Tax Code 127	x	12.3859
Calculated Tax	=	\$9038.98
Non Ad Valorem -	+	\$0.00
Abatements	-	\$0.00
TOTAL TAX DUE:	=	\$9038.98
Fair Market Value: 218960		1977 Equalized Value: 2449

Taxing Bodies and Rates

<i>Taxing Body</i>	<i>Rate</i>	<i>Tax</i>
WINNEBAGO COUNTY	0.9032	\$659.15
FOREST PRESERVE	0.1041	\$75.97
CHERRY VALLEY TOWNSHIP	0.1248	\$91.08
ROCKFORD CITY	2.6361	\$1923.77
ROCKFORD PARK DISTRICT	0.9739	\$710.73
FOUR RIVERS SANITATION AUTHORITY	0.1731	\$126.32
ROCKFORD CITY LIBRARY	0.4103	\$299.43
GREATER RKFD AIRPORT	0.0955	\$69.69
ROCKFORD SCHOOL DIST 205	6.2646	\$4571.78
COMMUNITY COLLEGE 511	0.4564	\$333.07
CHERRY VALLEY TWSP ROAD	0.2439	\$177.99

***** ***End of Real Estate Tax Information*** *****

[Top of Page](#)

[Search Again](#)

7936

Change of Address Form

Date: ____/____/____

257D06716-05-476-008

New Name / Address

NEFF BLAIR A & KATHERINE M TRUSTEES

3877 SWORDFISH DRIVE

CHERRY VALLEY IL 61016-

Phone: (____) ____ - ____

Reason for Change

Signature

WINNEBAGO COUNTY TREASURER AND COLLECTOR Ph. No. (815) 319-4400 2021

ABBREVIATED LEGAL DESCRIPTION
PLAT OF PYRAMID INDUSTRIAL PARK PT SE 1/4 SEC 5-43-2 LO

Formula for Tax Calculation	-	2021	Parcel ID: 16-05-476-008
Board of Review Assessed Value			72,978
Township Equalization factor	X		1.0000
Board of Review Equalized Value	=		72,978
Home Improvement Exemption	-		0
Disabled Vet Adapted Housing Exemption	-		0
Department of Revenue Assessed Value	=		72,978
State Multiplier for Winn Cnty	X		1.0000
Revised Equalized Value	=		72,978
Senior Freeze Exemption	-		0
FAF/VAF Exemption	-		0
General Homestead Exemption	-		0
Senior Citizen (over 65) Exemption	-		0
Disabled Person / Disabled Vet Exemption	-		0
Returning Veteran Exemption	-		0
Taxable Value	=		72,978
Tax Rate for Tax Code 127	X		12.3859
Calculated Tax	=		\$9,038.98
Abatements	-		0
Non AD Valorem Tax	+		0.00

Township Assessor Phone Number: 815-874-2119	TOTAL TAX DUE: \$9,038.98
--	------------------------------

Location of Property: 4911 HYDRAULIC RD	Fair Market Value: 218,960
--	-------------------------------

Taxing Body	Prior Rate	Prior Tax	Current Rate	Current Tax
WINNEBAGO COUNTY	0.7259	507.24	0.7054	514.80
- PENSION	0.2177	152.12	0.1978	144.35
FOREST PRESERVE	0.1019	71.21	0.0993	72.47
- PENSION	0.0054	3.77	0.0048	3.50
CHERRY VALLEY TOWNSHIP	0.1302	90.98	0.1248	91.08
ROCKFORD CITY	1.5203	1,062.33	1.3873	1,012.42
- PENSION	1.2740	890.22	1.2488	911.35
ROCKFORD PARK DISTRICT	0.9414	657.81	0.9283	677.45
- PENSION	0.0628	43.88	0.0456	33.28
FOUR RIVERS SANITATION AUTH	0.1795	125.43	0.1731	126.32
ROCKFORD CITY LIBRARY	0.4343	303.47	0.4103	299.43
GREATER RKFD AIRPORT	0.0830	58.00	0.0811	59.18
- PENSION	0.0157	10.97	0.0144	10.51
ROCKFORD SCHOOL DIST 205	6.2107	4,339.79	5.9631	4,351.76
- PENSION	0.3750	262.03	0.3015	220.02
COMMUNITY COLLEGE 511	0.4615	322.48	0.4564	333.07
- PENSION	0.0000	0.00	0.0000	0.00
CHERRY VALLEY TWSP ROAD	0.2545	177.83	0.2439	177.99
Totals:	12.9938	9,079.56	12.3859	9,038.98



Property Code 257D067 Parcel ID 16-05-476-008

NEFF BLAIR A & KATHERINE M TRUSTEES
3877 SWORDFISH DRIVE
CHERRY VALLEY IL 61016-

Paid on 05/18/2022

06/10/2022	\$0.00
------------	--------

THIS IS THE ONLY NOTICE YOU WILL RECEIVE FOR BOTH INSTALLMENTS.



Property Code 257D067 Parcel ID 16-05-476-008

NEFF BLAIR A & KATHERINE M TRUSTEES
3877 SWORDFISH DRIVE
CHERRY VALLEY IL 61016-

Paid on 05/18/2022

09/09/2022	\$0.00
------------	--------

2

Cherry Valley Township Assessor

Danielle Giacomazzo

4875 Blackhawk Rd
Rockford, IL 61109
Phone - (815) 874-2119
Fax - (815) 873-9663

16-05-476-008

4911 HYDRAULIC ROAD
ROCKFORD, 61109

Year Built:

1992

Story Description

1 Sty PreEng Metal 14 WH

Ground Area Sq Ft.

7200

Gross Area Sq Ft.

7200

Deck Sq Ft.

0

Fireplace

Garage Sq Ft.

0

Full Basement Sq Ft.

0

Partial Basement Sq. Ft.

0

Crawlspace Sq. Ft.

0

Full Bath

0

Half Bath

0

Total Fixtures

0

Heating/Air Conditioning

Gas

Asphalt Roof

Central Air

Exterior

Brick

Frame

Vinyl

Lot Information

Class Code

0081

Permits

Date	Cost	Description
	82000	MET BLDG

Date	Cost	Description
9/2/1997 12:00:00 AM	47	ADDITION

Sales History.

Sale Amount	Sale Date	Deed Type
\$30,800.00	7/10/1978	
\$17,000.00	4/22/1991	



ROCK CITY
RENTAL PROPERTIES

[\(815\) 873-7250](tel:(815)873-7250)

4863 American Rd.
Rockford, IL 61109

[Home](#)

[Vacancies](#)

[Tenants](#)

[About Us](#)

[Pay Rent](#)

[Contact Us](#)

Who We Are. What We Do.

Experienced Rental Team with Properties for Rent in Rockford

At Rock City Rental Properties, we pride ourselves in our attention to detail. When our tenants reach out for help with their homes, they can be confident we will respond promptly with a solution. We provide fully renovated and updated homes and apartments for rent, so you will have a beautiful and comfortable place to live.

Who We Are

We are a property management and rental company located in Rockford, IL, one of the most promising up-and-coming communities in the state.

What We Do

We provide attentive management and attractive homes for rent in some of Rockford's best areas. Our tenants know they can trust us to provide well-maintained homes with a professional landlord who strives to provide the highest level of customer service.

Contact Us



Technology Driven

We offer rental solutions to make paying online or submitting maintenance simple.



Expert Team

We make sure you have the most experienced professionals working for you.



Quality Guaranteed

You'll find the support you need to ensure a simple and easy renting experience.

Contact Us

815.873.7250

Rockcityrentalproperties@gmail.com

4863 American Rd, Rockford, IL 61109,
United States

9am - 5pm Monday - Friday

Online Portal

Log In | Sign Up

Sitemap

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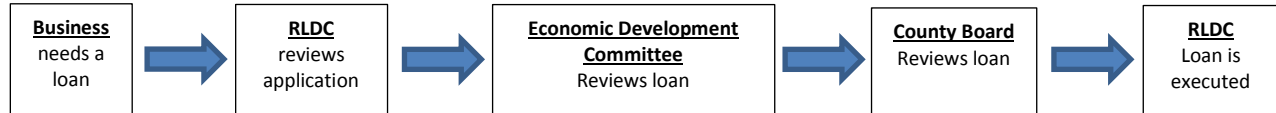
Rock City Rental Properties

Winnebago County Revolving Loan Fund (RLF) Program Overview

Rockford Local Development Council (RLDC) Manages the Revolving Loan Fund Program on behalf of Winnebago County RLDC Agreement approved November 26, 2014	
John Phelps Executive Director of RLDC #815-987-8675	http://rldc.us/index.asp 120 West State Street, Suite 306 Rockford, IL 61101

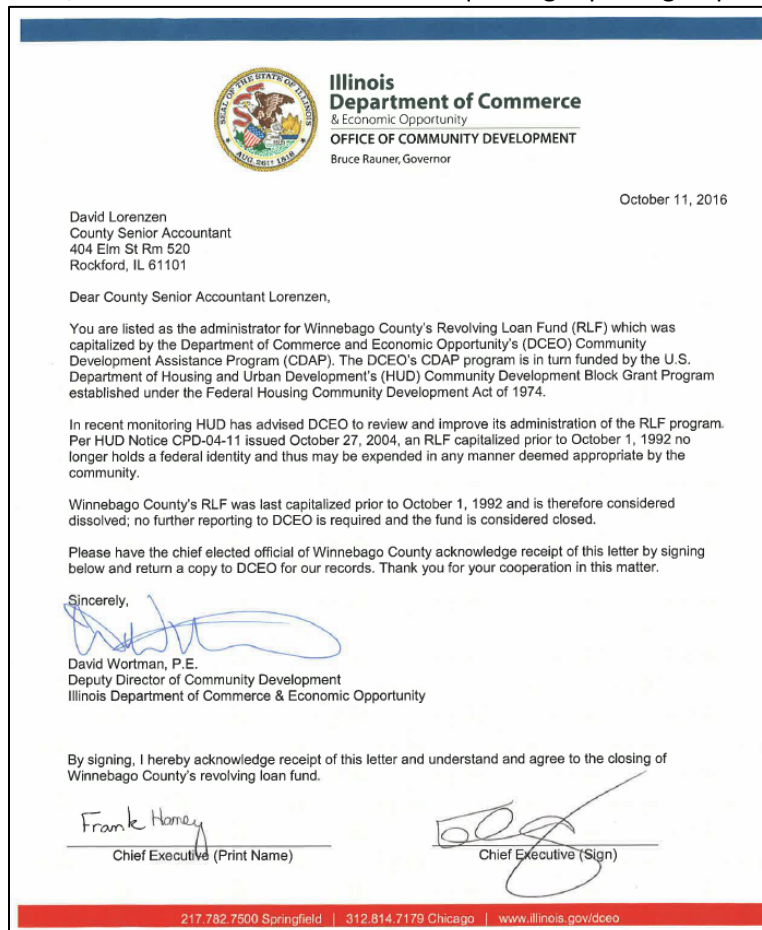
REVOLVING LOAN FUND PROCESS IN A NUTSHELL

(Assuming approval at each step)



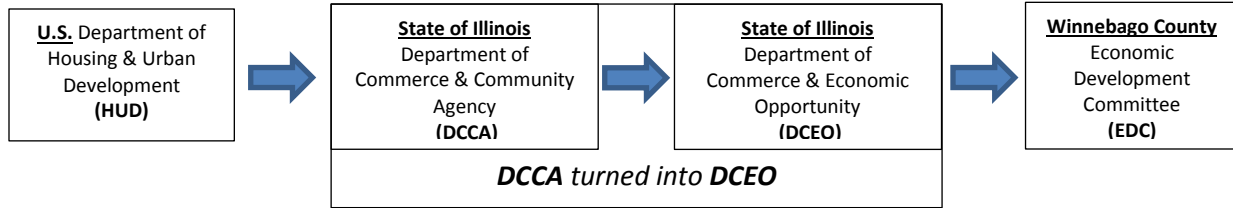
- Program is used for Gap Financing, examples of use...
 - Land & Building
 - Equipment & Machinery
 - Working Capital

October 11, 2016 State of Illinois letter relinquishing reporting requirements.



Winnebago County Revolving Loan Fund (RLF) Program Overview

Origin of Funding for Revolving Loan Fund Program



- **NOT** connected with the County's General Fund, operating costs, etc.
 - It's a stand-alone fund
- No liability to Winnebago County
- Fund generates interest
 - Interest covers management fees
 - Balance grows account

Activity Summary

- Since September 28, 2015 through today (March 28, 2019)
 - 11 loans processed
 - Including tonight's
 - \$500,500 in loan amounts
 - Estimated 70 Full-Time Equivalent jobs creates
- Average loan...
 - Amount \$45,500
 - Loan amounts have ranged from \$20,000 to \$100,000
 - Length just over 7 years
 - Loan lengths have ranged from 5 to 10 years



Resolution Executive Summary

Committee Date: Monday, January 30, 2023

Committee: Economic Development

Prepared By: Jas Bilich & Chris Dornbush

Document Title: Resolution Granting Authority To The Winnebago County Board Chairman To Execute The Documents Necessary To Complete A Loan For \$32,500 From The Revolving Loan Fund To Dewayne Tentler (d/b/a Factory Appliance Repair)

County Code: NA

Board Meeting Date: Thursday, February 9, 2023

Budget Information:

Was item budgeted? Yes	Appropriation Amount: \$32,500
If not, explain funding source:	
ORG - OBJ - Project Code: Fund available in fund #0307 (Revolving Loan Fund)	Budget Impact: None - Budgeted

Background Information:

Rockford Local Development Corporation (RLDC) have demonstrated a positive effect in growing the regional economy in partnership through the County's Revolving Loan Fund Program that was established in 2014. Dewayne Tentler (d/b/a Factory Appliance Repair), a sole proprietorship that has been established since 2021 and is seeking to expand its operation as an appliance repair business. Factory Appliance Repair is requesting a \$32,500 loan for 5 years at a 9.0% annual interest amortized over 15 years to assist with financing the purchase of the real estate and some minor soft costs. The loan is anticipated to create an additional 3 full-time equivalent (FTE) positions over the next 2 years for a total of 4 full-time equivalent (FTE) positions.

Recommendation:

Administration supports the recommendation as proposed with the terms stated by RLDC for the loan regarding Dewayne Tentler (d/b/a Factory Appliance Repair).

Contract/Agreement:

NA

Legal Review:

Yes

Follow-Up:

RLDC & staff normally update the entire Board on an annual basis.

Regional Planning & Economic Development Department

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

Phone: (815) 319- 4350 | E-mail: permits@rpel.wincoil.gov

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

SUBMITTED BY: ECONOMIC DEVELOPMENT COMMITTEE

2023 CR _____

**RESOLUTION GRANTING AUTHORITY TO THE WINNEBAGO COUNTY
BOARD CHAIRMAN TO EXECUTE THE DOCUMENTS NECESSARY TO
COMPLETE A LOAN FOR \$32,500 FROM THE REVOLVING LOAN FUND
TO DEWAYNE TENTLER DOING BUSINESS AS FACTORY APPLIANCE REPAIR**

WHEREAS, Dewayne Tentler doing business as Factory Appliance Repair, is an appliance repair business in operation since January 2021 and looking to purchase real estate for business operation and expansion; and

WHEREAS, Dewayne Tentler is the sole owner of Factory Appliance Repair; and

WHEREAS, Factory Appliance Repair is requesting funds to facilitate the purchase of the real estate known as Don's Appliance Services Inc. at 5517 North 2nd Street Loves Park, Illinois. The purchase is only for the real estate and not the inventory of the current business at the location as those owners are retiring and selling off the inventory; and

WHEREAS, Factory Appliance Repair is expanding his appliance service business and needs additional space to accommodate additional employees and service expansion; and

WHEREAS, it is estimated that this loan will assist in the creation of three (3) new full-time equivalent employees over the next two (2) years for the business at a projected cost to the County of ten thousand eight hundred thirty-three dollars (\$10,833) per employee; and

WHEREAS, Factory Appliance Repair is seeking a loan to assist with the purchase of 5517 North 2nd Street, Loves Park, Illinois as recommended by the staff of Rockford Local Development Corporation (RLDC), of thirty-two thousand five hundred dollars (\$32,500.00) at nine percent (9%) for five (5) years, amortized for fifteen (15) years, from the County of Winnebago's Revolving Loan Fund secured by a shared senior mortgage on subject property and mortgage on Dewayne Tentler's residential property at 828 Soper Ave Rockford, Illinois as well as a personal guarantee by Dewayne Tentler.

NOW THEREFORE, BE IT RESOLVED, that the Chairman of the County Board of the County of Winnebago, Illinois is hereby authorized to execute the loan documents prepared by Rockford Local Development Corporation (RLDC) and approved by the Winnebago County State's Attorney's Office for the loan of thirty-two thousand five hundred dollars (\$32,500.00) at nine percent (9%) over five (5) years, amortized in fifteen (15) years, to Dewayne Tentler doing business as Factory Appliance Repair secured by a shared senior mortgage on subject property and mortgage on Dewayne Tentler's residential property at 828 Soper Ave Rockford, Illinois and personally guaranteed by the owner Dewayne Tentler.

BE IT FURTHER RESOLVED, that this Resolution shall be effective on its adoption.

BE IT FURTHER RESOLVED, that the Clerk of the County Board of the County of Winnebago is directed to prepare and deliver certified copies of this resolution to the Winnebago County Regional Planning and Economic Development Director, County Finance Director, County Administrator, and the County Auditor.

Respectfully submitted,
Economic Development Committee

AGREE

DISAGREE

JOHN SWEENEY, CHAIRMAN

JOHN SWEENEY, CHAIRMAN

JEAN CROSBY

JEAN CROSBY

ANGELA FELLARS

ANGELA FELLARS

VALERIE HANSERD

VALERIE HANSERD

BRAD LINDMARK

BRAD LINDMARK

TIM NABORS

TIM NABORS

JOHN PENNEY

JOHN PENNEY

The above and foregoing Resolution was adopted by the County Board of the County of Winnebago, Illinois this ____ day of _____ 2023.

ATTESTED BY:

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

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

Revolving Loan Fund
Loan Summary for:
 Factory Appliance Repair

<u>Applicant:</u> Factory Appliance Repair <u>Location Address:</u> 5517 N. 2 nd Street Loves Park, IL 61111 <u>Jurisdiction:</u> City of Loves Park <u>Type of Business:</u> <input type="checkbox"/> New (Start-up) <input checked="" type="checkbox"/> Expansion (Existing) <u>Industry:</u> Appliance Repair	<u>PIN:</u> 12-06-354-031 (0.18 Acres) 7,647.93 Square Feet <u>Principal / Officer (%):</u> Dewayne Tentler (100%) <u>Website:</u> www.factoryappliancerepairs.com <u>County Board District #:</u> 17 <u>County Board Member:</u> Michael Thompson
---	---

<u>Requested County Revolving Loan Fund:</u>					<u>Employees:</u> Current Projected		
Investment(s)			Percentage		Full-Time Equivalent (FTE):	1	4
County:	\$ 32,500.00	9.00%	interest	24.07%			
	(amortized 15 years)	5	years				
Owner's:	\$ 5,000.00			3.70%			
NICDC	\$ 32,500.00			24.07%			
EDA Recovery Act	\$ 50,000.00			37.04%			
Owner Finance	\$ 15,000.00			11.11%			
Total Financing of Project:	\$ 135,000.00			100.00%			
					<u>Part Time:</u>	0	
					<i>Within the first 2 years of business operating, from the opening.</i>		
					<u>Total:</u>	3	
***Cost of County funds per projected job created: \$10,833							

Uses of Loan Proceeds:

- Purchase of a commercial real estate.
- Minor repairs and office space.

Revolving Loan Fund
Loan Summary for:
Factory Appliance Repair

Description of Business & Project:

Factory Appliance Repair is an appliance repair business that was started in January 2021. A sole proprietorship owned by Dewayne Tentler, who proposes to purchase the real estate of Don's Appliance Services Inc. at 5517 N. 2nd Street in Loves Park to house his business. The owners of Don's Appliance desire to focus on appliance services only on a part-time basis and have decided to sell their appliance store to reduce overhead and simplify their lives. Mr. Tentler is only purchasing the real estate and not the business or inventory as he is uncertain whether he wants to become a retailer. At present, his plans are to expand his appliance service business and needs the additional space to accommodate additional employees. However, he does believe the storefront will drive new business as the signage is prominent along N. 2nd Street, a State of Illinois highway and major thoroughfare in Loves Park and some of Don's Appliance customers are likely to inquire with Tentler if they need parts or repairs.

RLDC Recommendation:

Staff recommends a \$32,500, term loan to be five (5) years at 9.0% amortized over fifteen (15) years for the following reasons:

- 1) Participation in this project contributes to the projected creation of three (3) FTEs.
- 2) Participation in this project redevelopment of a targeted business district (TIF district).
- 3) Mr. Tentler is a three-time borrower through NICD's housing rehab program and has demonstrated a stellar repayment record.
- 4) Having a storefront is expected to benefit growth of Tentler's appliance repair business as existing customers of Don's Appliance are likely to reach out to Tentler and signage on N. 2nd Street will generate exposure to the business. Moreover, there will be an opportunity to sell parts and new and used appliances should Mr. Tentler choose.
- 5) The proposed loans will be well protected by shared senior mortgages on the subject real estate and a residential investment property owned free and clear.

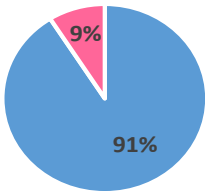
Other Conditions:

Mr. Tentler plans to own the property individually, so he will be personally obligated for repayment. Mr. Tentler will be required to report quarterly financial statements for review by RLDC.

Revolving Loan Fund
Loan Summary for:
 Factory Appliance Repair

Subject Property Tax Information:

2021	Tax Year Information					
	5517 N. 2nd Street		Fair Market Value:	Tax Bill	Winnebago County Portion	
	PIN(s):	Acres			Tax	Pension
	12-06-354-031	0.18	\$ 62,930.00	\$ 2,114.48	\$ 147.94	\$ 41.49
			\$ -	\$ -	\$ -	\$ -
		0.18	\$ 62,930.00	\$ 2,114.48	\$ 147.94	\$ 41.49
					\$ 189.43	
					Other Entities	\$ 1,925.05
					Winnebago County	\$ 189.43
					TOTAL TAX BILL	\$ 2,114.48



Tax Bill

- Other Entities
- Winnebago County

Entity	Amount
Other Entities	\$ 1,925.05
Winnebago County	\$ 189.43
TOTAL TAX BILL	\$ 2,114.48

Strengths & Weaknesses

Strengths

- 1) Participation in this project contributes to the projected creation of three (3) FTEs.
- 2) Participation in this project redevelopment of a targeted business district (TIF district).
- 3) Mr. Tentler is a three-time borrower through NICD's housing rehab program and has demonstrated a stellar repayment record.
- 4) Having a storefront is expected to benefit growth of Tentler's appliance repair business as existing customers of Don's Appliance are likely to reach out to Tentler and signage on N. 2nd St will generate exposure to the business. Moreover, there will be an opportunity to sell parts and new and used appliances should Mr. Tentler choose.
- 5) The proposed loans will be well protected by shared senior mortgages on the subject real estate and a residential investment property owned free and clear.

Weaknesses

- 1) Mr. Tentler has had personal credit issues that have impaired his credit score as discussed in this credit memo suggesting he may not be credit worthy. He acknowledges past challenges with a mortgage broker

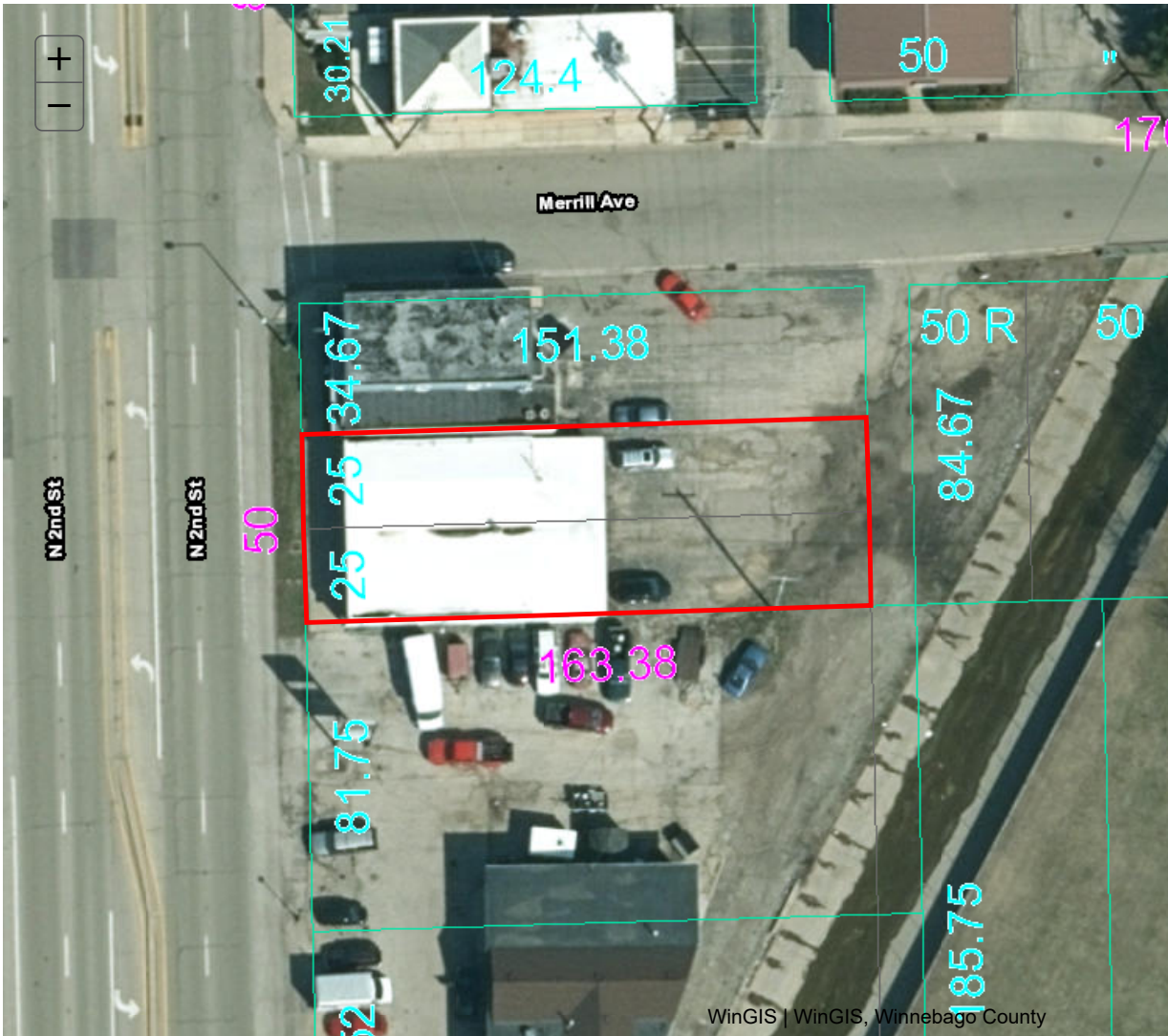
Revolving Loan Fund
Loan Summary for:
Factory Appliance Repair

business he formerly owned and closed and states he has spent the last couple of years trying to rebuild his credit. NICDC has tried to help him by financing three residential properties for which Mr. Tentler has a stellar repayment record. Mitigating this risk is the additional collateral he has offered to secure the proposed loans.

- 2) Mr. Tentler's business was started in January 2021 and has grown through word-of-mouth referrals. Its relative youth has motivated him to operate on a lean basis which includes not having his accountant prepare financial statements other than his tax returns. Requiring interim statements for 2022 will likely cause him to lose this opportunity as the Sellers desire a fast close so they can downsize and pursue partial retirement. Mitigating this risk is the history of activity between NICDC and Mr. Tentler for three prior loans that he has a stellar repayment record and the relatively strong collateral position of the proposed NICDC loan.
- 3) This industry has few barriers to entry implying a competitive market that depresses profitability. At the same time, demise of Sears and local appliance stores creates opportunities for independent appliance repair businesses. The visible location on a major thoroughfare will improve awareness of Mr. Tentler's business and create the opportunity in the future for a retail business selling new and used appliances and replacement parts.

Attachments:

1. *Site Map of the location*
2. *Tax Information*
3. *Township Assessment Information*



5517 N 2ND ST

IL

Parcel Number
12-06-354-031

Alternate Parcel Number

Owner Name and Address
HOBEL, MICHAEL & KELLI
5517 N SECOND ST
LOVES PARK, IL 61111

Property Size
Sq. Feet: 7648 - Acres: 0.18

Property Use
Commercial Business-Impr (0061)

Legal Description

BURCHFIELD GARDENS PT S1/2 SEC 6-44-2 LOTS 2 & 3 BLK 9

Zoning District: CR
Zoning Description: Commercial

Tax Information

HOBEL, MICHAEL & KELLI
5517 N SECOND ST
LOVES PARK, IL 61111

Trust Number:			
Year	Fair Market Value	Total Tax Bill	Total Code
2021	\$62,930.00	\$2,114.48	409

There are currently no exemptions to display for this PIN

School District

Assessor Information

Township:
ROCKFORD
Ken Crowley
401 W State St
Rockford, IL 61101
8159650300

Sales History

There is currently no Sales History information available for this PIN

Flood Zone

In/Out	Flood Zone Type
OUT	X
OUT	0.2 PCT ANNUAL CHANCE FLOOD HAZARD





Winnebago County

County Treasurer

[Wincoil Home Page](#)
[Treasurer Home Page](#)
[Supervisor of Assessments](#)
[Search Again](#)

Parcel Tax Details for Parcel Number 12-06-354-031

[View Property via WinGIS](#)

[View Property Sales Data, Structural Information & Building Permit History via Rockford Township Assessor](#)

Please choose the tax year you would like to view details for:

2021 ▼

Tax Payment Information **2021 taxes payable in 2022**

Owner Address

HOBEL MICHAEL AND KELLI
5517 N SECOND ST
LOVES PARK, IL 61111

Taxbill Address

HOBEL, MICHAEL AND KELLI
5517 N SECOND ST
LOVES PARK, IL 61111

----- First Installment-----

Due Date: 6/10/2022
Amount: 1057.24
Penalty: 0.00
Cost: 0.00
Total Due: 1057.24
Paid: 1057.24 Date: 6/3/2022
By: PD AT MIDLAND BANK

----- Second Installment-----

Due Date: 9/9/2022
Amount: 1057.24
Penalty: 0.00
Cost: 0.00
Total Due: 1057.24
Paid: 1057.24 Date: 9/8/2022
By: PAID AT MIDLAND STATES BANK

For Parcel Address: 5517 N 2ND ST

Tax Calculation

Description	Amount
Board of Review Assessed Value	20973

Township Equalization Factor	x	1.0000
Board of Review Equalized Value	=	20973
Home Improvement Exemption	-	0
Disabled Veteran Exemption	-	0
Department of Revenue Assessed Value	=	20973
County Multiplier	x	1.0000
Revised Equalized Value	=	20973
Senior Freeze Exemption	-	0
FAF/VAF Exemption	-	0
Owner Occupied Exemption	-	0
Over 65 Exemption	-	0
New Disabled or Veteran Exemption	-	0
Returning Veteran Exemption	-	0
Taxable Value	=	20973
Tax Rate for Tax Code 409	x	10.0819
Calculated Tax	=	\$2114.48
Non Ad Valorem -	+	\$0.00
Abatements	-	\$0.00
TOTAL TAX DUE:	=	\$2114.48
Fair Market Value: 62930		1977 Equalized Value: 0

Taxing Bodies and Rates

<i>Taxing Body</i>	<i>Rate</i>	<i>Tax</i>
WINNEBAGO COUNTY	0.9032	\$189.43
FOREST PRESERVE	0.1041	\$21.83
ROCKFORD TOWNSHIP	0.1173	\$24.60
LOVES PARK CITY	0.0000	\$0.00
ROCKFORD PARK DISTRICT	0.9739	\$204.26
FOUR RIVERS SANITATION AUTHORITY	0.1731	\$36.30
NORTH SUBURBAN LIBRARY	0.2777	\$58.24
GREATER RKFD AIRPORT	0.0955	\$20.03
HARLEM SCHOOL DIST 122	6.8589	\$1438.52
COMMUNITY COLLEGE 511	0.4564	\$95.72
ROCKFORD TWSP ROAD	0.1218	\$25.55
NORTH 2ND TIF LOVES PARK	0.0000	\$0.00

******* End of Real Estate Tax Information *******

[Top of Page](#)

[Search Again](#)

85893

Change of Address Form

Date: ____/____/____

12-06-354-031

New Name / Address

HOBEL MICHAEL & KELLI

5517 N SECOND ST

LOVES PARK IL 61111

Phone: (____) ____ - ____

Reason for Change

Signature

WINNEBAGO COUNTY TREASURER AND COLLECTOR Ph. No. (815) 319-4400 2021

ABBREVIATED LEGAL DESCRIPTION
BURCHFIELD GARDENS PT S1/2 SEC 6-44-2 LOTS 2 & 3 BLK 9

Formula for Tax Calculation	-	2021	Parcel ID: 12-06-354-031
Board of Review Assessed Value			20,973
Township Equalization factor	X		1.0000
Board of Review Equalized Value	=		20,973
Home Improvement Exemption	-		0
Disabled Vet Adapted Housing Exemption	-		0
Department of Revenue Assessed Value	=		20,973
State Multiplier for Winn Cnty	X		1.0000
Revised Equalized Value	=		20,973
Senior Freeze Exemption	-		0
FAF/VAF Exemption	-		0
General Homestead Exemption	-		0
Senior Citizen (over 65) Exemption	-		0
Disabled Person / Disabled Vet Exemption	-		0
Returning Veteran Exemption	-		0
Taxable Value	=		20,973
Tax Rate for Tax Code 409	X		10.0819
Calculated Tax	=		\$2,114.48
Abatements	-		0
Non AD Valorem Tax	+		0.00

Township Assessor Phone Number: 815-965-0300	TOTAL TAX DUE: \$2,114.48
--	------------------------------

Location of Property: 5517 N 2ND ST	Fair Market Value: 62,930
--	------------------------------

Taxing Body	Prior Rate	Prior Tax	Current Rate	Current Tax
WINNEBAGO COUNTY	0.7259	143.92	0.7054	147.94
- PENSION	0.2177	43.17	0.1978	41.49
FOREST PRESERVE	0.1019	20.20	0.0993	20.82
- PENSION	0.0054	1.07	0.0048	1.01
ROCKFORD TOWNSHIP	0.1233	24.45	0.1173	24.60
LOVES PARK CITY	0.0000	0.00	0.0000	0.00
ROCKFORD PARK DISTRICT	0.9414	186.65	0.9283	194.70
- PENSION	0.0628	12.45	0.0456	9.56
FOUR RIVERS SANITATION AUTH	0.1795	35.59	0.1731	36.30
NORTH SUBURBAN LIBRARY	0.2673	53.00	0.2609	54.71
- PENSION	0.0171	3.39	0.0168	3.53
GREATER RKFD AIRPORT	0.0830	16.45	0.0811	17.01
- PENSION	0.0157	3.12	0.0144	3.02
HARLEM SCHOOL DIST 122	6.1026	1,209.96	6.4765	1,358.32
- PENSION	0.3820	75.74	0.3824	80.20
COMMUNITY COLLEGE 511	0.4615	91.50	0.4564	95.72
- PENSION	0.0000	0.00	0.0000	0.00
ROCKFORD TWSP ROAD	0.1260	24.98	0.1218	25.55
NORTH 2ND TIF LOVES PARK	0.0000	0.00	0.0000	0.00
Totals:	9.8131	1,945.64	10.0819	2,114.48



Property Code Parcel ID
12-06-354-031

HOBEL MICHAEL & KELLI
5517 N SECOND ST
LOVES PARK IL 61111

Paid on
06/03/2022

06/10/2022	\$0.00
------------	--------

THIS IS THE ONLY NOTICE YOU WILL
RECEIVE FOR BOTH INSTALLMENTS.



Property Code Parcel ID
12-06-354-031

HOBEL MICHAEL & KELLI
5517 N SECOND ST
LOVES PARK IL 61111

Paid on
09/08/2022

09/09/2022	\$0.00
------------	--------

2

ROCKFORD TOWNSHIP PROPERTY INFORMATION

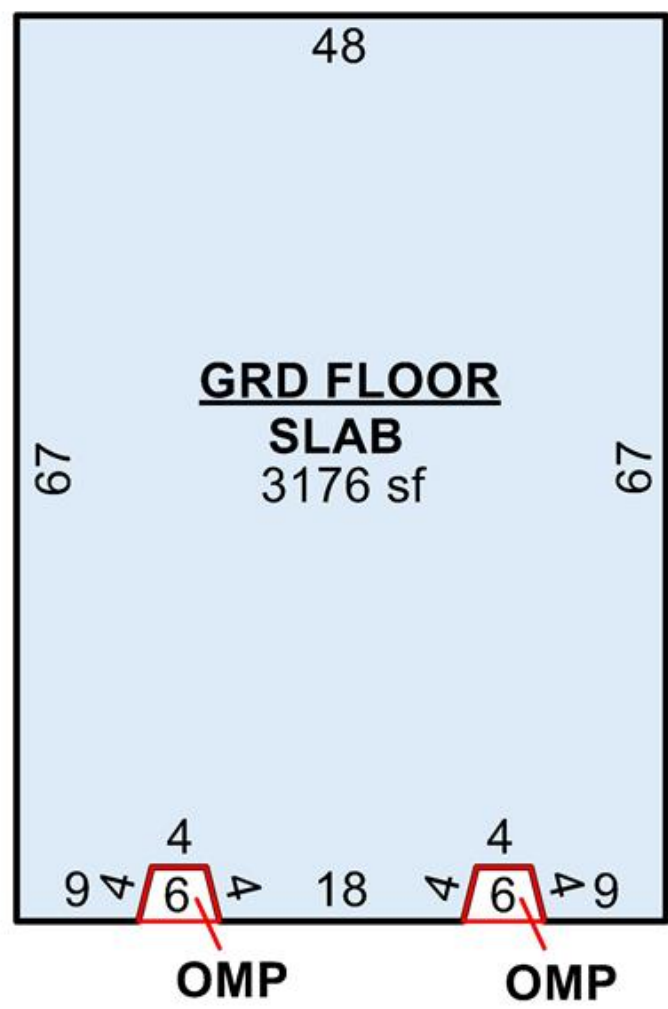
Property	Aerial	Values & Exemptions	Tax Bills
----------	--------	---------------------	-----------

Property Location	Legal Description
Parcel Number: 12-06-354-031	BURCHFIELD GARDENS PT S1/2 SEC 6-44-2 LOTS 2 & 3 BLK 9
Property Code:	
Address: 5517 N 2ND ST Loves Park, IL 61111	SEC / TWP / [LOT] / RNG [BLK] / ACRES 000 003 000 0.00
Taxpayer: HOBEL MICHAEL & KELLI 5517 N SECOND ST LOVES PARK, IL 61111	

Improvement Information

NBHD: 16890
Class: COMMERCIAL
Land Use: RETAIL/BUSINESS
Building Name: DON'S APPLIANCE SERVICE
Zoning: CR
Year Built: 1930
Exterior Wall Height: 10
Exterior Walls: CONC BLOCK
Gross Building SF: 3,176
Land SF: 7,569

Sketch



Building Permits

Pick-Up Year	BP Amount	Purpose
2009	3,500.00	REPLACE ROOF
1995	0.00	100 AMP SERVICE

Sales History

Date	Type	Amount	Notes	Deleted
10/1998	LAND & BLDG	\$50,000		N

Notes

SDR,RETAIL STORE,PARKING AT REAR;08 BP DONE FOR 1/09-NO AV

Information on this site was derived from data which was compiled by the Rockford Township Assessor's office solely for the governmental purpose of property assessment. This information should not be relied upon by anyone as a determination of ownership of property or market value. No warranties, expressed or implied, are provided for the accuracy of data herein, its use, or its interpretation.

Although it is periodically updated, this information may not reflect the data currently on file in the Assessor's office. The assessed values may NOT be certified values and therefore may be subject to change before being finalized for ad valorem assessment purposes.

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Yours Affordable & Reliable Appliance Repairs | Call (815) 329-9698
(<https://www.facebook.com/profile.php?id=100088598984311>)

✉ (<mailto:staff@factoryappliancerepairs.com>)

Factory Appliance Repairs

(<https://factoryappliancerepairs.com/>)

Home (<https://factoryappliancerepairs.com/>).

Services ▼ (<https://factoryappliancerepairs.com/services/>).

Service Area ▼ (<https://factoryappliancerepairs.com/service-area/>).

Brands ▼ (<https://factoryappliancerepairs.com/brands/>).

Contact Us (<https://factoryappliancerepairs.com/contact-us/>).

🔍 (<https://factoryappliancerepairs.com/#>).

Home

Professional Appliance Repairs

Fast | Affordable | Reliable

There is no need to spend more of your time **searching for an appliance repair technician.**

You have come to the right place.

Factory Appliance Repair **answers the calls**, texts, and emails.

So if you are tired of calling around and waiting to find someone to **fix your appliances?**

Contact us.

Fast Service - We Answer Your Calls

[Click Here To Schedule A Repair Service](#)



Appliances breakdown at the most inopportune times.

Washing machines won't drain, dryers won't heat-up and refrigerators stop cooling.

Few homeowners plan for that.

Factory Appliance Repair provides quality workmanship, at affordable prices.

Affordable - Fair Pricing

Get A FREE Quote



Waiting for an **appliance repair service** to show up to make the repair can add to the misery.

Factory Appliance Repair, **shows up** when your service is agreed upon and scheduled.

We respect your time and **appreciate your business.**

Reliable - We Show Up As Scheduled

Schedule Your Service Now!



Positive: Professionalism, Quality. Dewayne was incredibly knowledgeable and helpful.

Would happily recommend! Service: Stove, cooktop, & oven repair



John Olejniczak

Homeowner

Some Happy Customers

Positive: Professionalism, Punctuality, Quality, Responsiveness, Value Dwayne did a great job repairing my upper dishwasher rack. Highly recommend him!

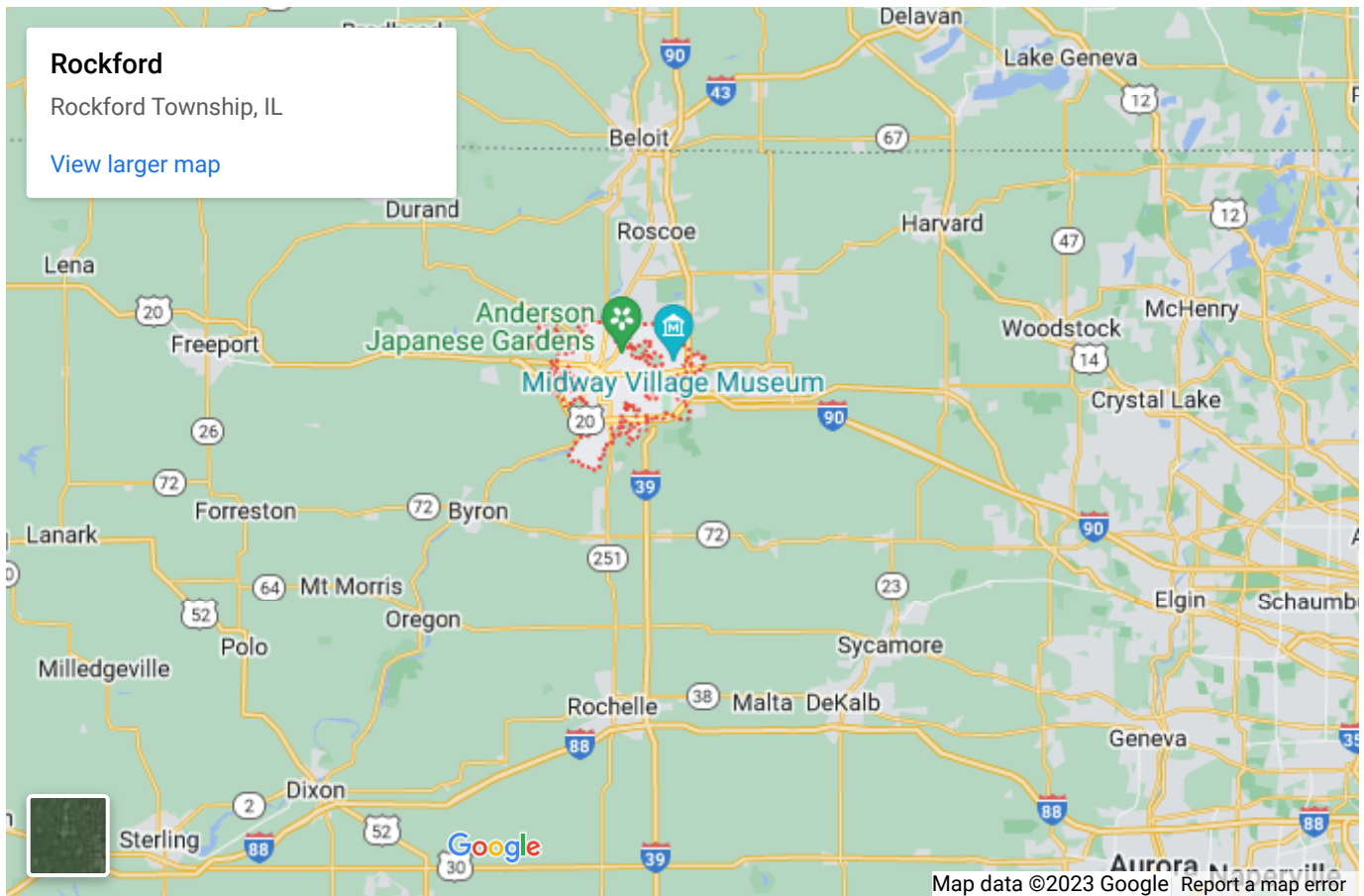


Gailia

Homeowner

Click here to see more reviews.
(<https://g.page/r/Cbzu96jeEi2VEB0/review>)

Professional Appliance Repair Services in Rockford and Surround Areas



Get Appliance Repair Services or A Quote
Fill out the form below.

Name *

First

Last

Email *

Phone *

We will call you ASAP.

What is the Service Location? *

What town or city is the appliance that needs repaired?

Type of Appliance *

- ☐ Clothes Washer
- ☐ Clothes Dryer
- ☐ Refrigerator - Freezer
- ☐ Stove - Oven - Range
- ☐ Microwave - Convection Oven
- ☐ Other

What Brand of Appliance *

SUBMIT

Home

Services

*Service
Area*

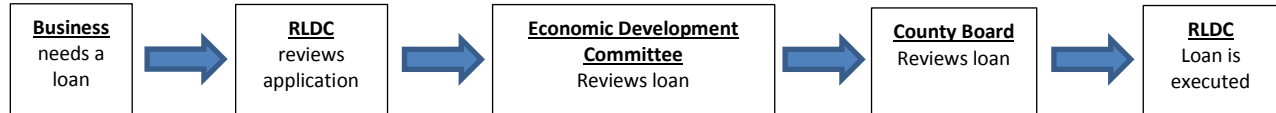
Contact

Winnebago County Revolving Loan Fund (RLF) Program Overview

Rockford Local Development Council (RLDC) Manages the Revolving Loan Fund Program on behalf of Winnebago County RLDC Agreement approved November 26, 2014	
John Phelps Executive Director of RLDC #815-987-8675	http://rldc.us/index.asp 120 West State Street, Suite 306 Rockford, IL 61101

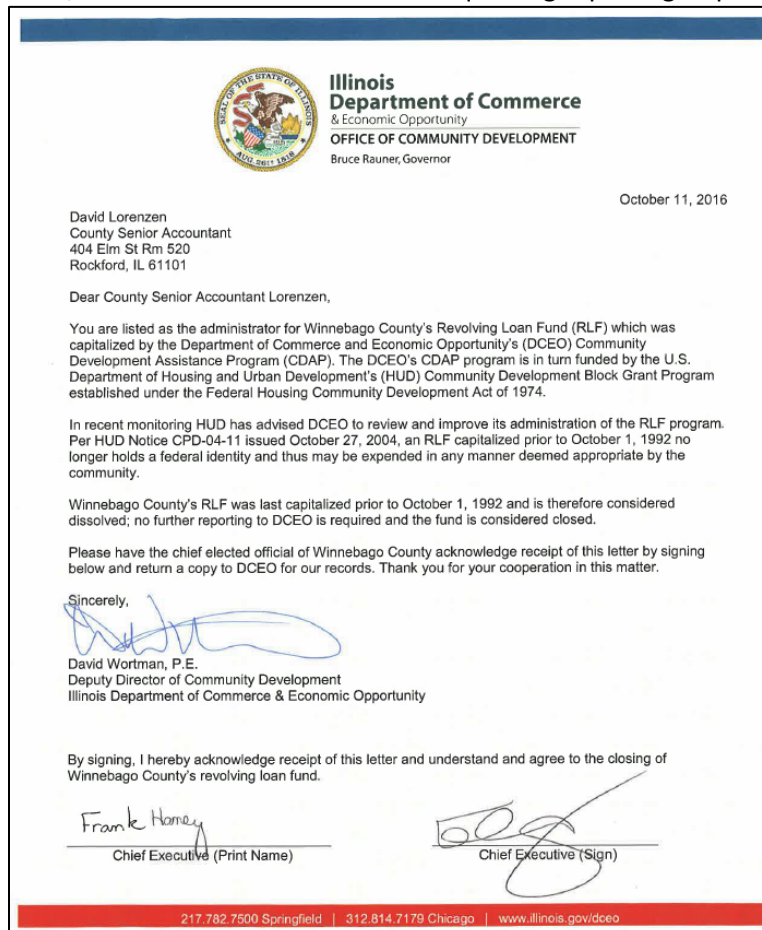
REVOLVING LOAN FUND PROCESS IN A NUTSHELL

(Assuming approval at each step)



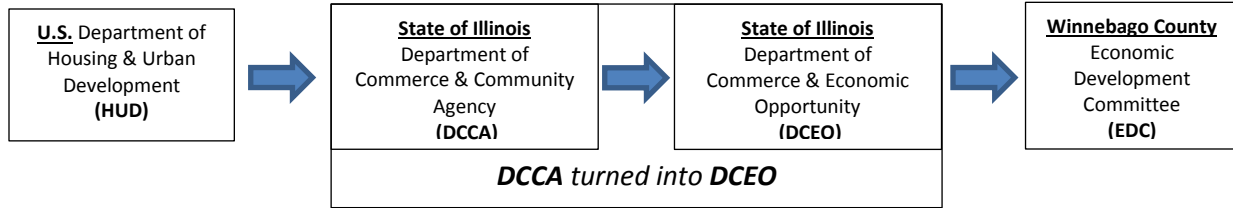
- Program is used for Gap Financing, examples of use...
 - Land & Building
 - Equipment & Machinery
 - Working Capital

October 11, 2016 State of Illinois letter relinquishing reporting requirements.



Winnebago County Revolving Loan Fund (RLF) Program Overview

Origin of Funding for Revolving Loan Fund Program



- **NOT** connected with the County's General Fund, operating costs, etc.
 - It's a stand-alone fund
- No liability to Winnebago County
- Fund generates interest
 - Interest covers management fees
 - Balance grows account

Activity Summary

- Since September 28, 2015 through today (March 28, 2019)
 - 11 loans processed
 - Including tonight's
 - \$500,500 in loan amounts
 - Estimated 70 Full-Time Equivalent jobs creates
- Average loan...
 - Amount \$45,500
 - Loan amounts have ranged from \$20,000 to \$100,000
 - Length just over 7 years
 - Loan lengths have ranged from 5 to 10 years



Resolution Executive Summary

Committee Date: Monday, January 30, 2023

Committee: Economic Development

Prepared By: Chris Dornbush

Document Title: Resolution Approving Twenty-Five Thousand Dollars (\$25,000) From Host Fees To The Winnebago County Board Chairman To Support 501(C)(3) Non-Profit Community Organizations And Outreach

County Code: NA

Board Meeting Date: Thursday, February 9, 2023

Budget Information:

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

Background Information:

Winnebago County Board Members have been able to support non-profit organizations within the County, up to \$1,000 each (\$20,000 for the entire Board) since 2018. In 2020, criteria was set forth to use these funds (2020-CR-020). Currently, for the Chairman to support a non-profit organization, the request must go through Committee and County Board prior to officially being able to financially support community organizations. This would allow the Chairman to have more timely responses to smaller financial requests for supporting non-profit 501(C)(3) community organizations in a similar manner to how current Board Members can administratively, thus lessening the effort on smaller asks. If the \$25,000 were to be expended before the end of the fiscal year, than the process would revert back to Committee and County Board approval being needed.

Recommendation:

Winnebago County has historically supported non-profit organizations, in more recent years through updated policies, such as; Board Member Non-Profit Support (2020-CR-020) and Annual Host Fee Award Policy (2019-CR-119).

Contract/Agreement:

NA

Legal Review:

Yes

Follow-Up:

Updates or a report can be provided to the Economic Development Committee and/or the County Board as requested or at the end of the fiscal year.

Regional Planning & Economic Development Department

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

Phone: (815) 319- 4350 | E-mail: permits@rpel.wincoil.gov

**RESOLUTION
OF
THE COUNTY BOARD OF THE COUNTY OF WINNEBAGO, ILLINOIS
2023 CR _____**

**RESOLUTION APPROVING TWENTY-FIVE THOUSAND DOLLARS (\$25,000) FROM
HOST FEES TO THE WINNEBAGO COUNTY BOARD CHAIRMAN TO SUPPORT
501(C)(3) NON-PROFIT COMMUNITY ORGANIZATIONS AND OUTREACH**

WHEREAS, the Winnebago County Board has determined that host fee funds are to be used for economic development, defined as growth-oriented community investment that benefits Winnebago County citizens and improves economic well-being and quality of life in the County; and

WHEREAS, the County Board of the County of Winnebago, Illinois, has determined it to be important to support local Non-Profit Organizations in Winnebago County since fiscal year 2018; and

WHEREAS, in lieu of recommending a donation to go to a 501(c)(3) Non-Profit Organization, the County Board Chairman may also direct funds towards attendance fees in attending a 501(c)(3) Non-Profit Organization event and/or to sponsor a 501(c)(3) Non-Profit Organization event; and

WHEREAS, the Winnebago County Chairman is requesting twenty-five thousand dollars (\$25,000) to be used for community organization investment and outreach similarly to the, “Board Member Support of Non-Profit Organizations” (2020-CR-020) funds that Winnebago County Board Members have been allocated since fiscal year 2018; and

WHEREAS, these funds are intended to promote economic and community development within Winnebago County through supporting community organizations and events by financial investment and outreach; and

WHEREAS, recipients of these funds would need to provide the name of the 501(c)(3) Non-Profit Organization, the event that will be attended or sponsored, a current W-9 form from the recipient organization, and an invoice to Winnebago County for processing.

NOW THEREFORE, BE IT RESOLVED, by the County Board of the County of Winnebago, Illinois, that the County of Winnebago, Illinois allocate twenty-five thousand dollars (\$25,000) to the Winnebago County Board Chairman from host fees to be directed to 501(c)(3) Non-Profit Organizations of County Board Chairman’s choice, or for said County Board Chairman to attend and/or sponsor 501(c)(3) Non-Profit Organization events of their choice to support community organizations within Winnebago County, Illinois.

BE IT FURTHER RESOLVED, that fund allocations must be made to organizations or events that occur or are located within Winnebago County, Illinois, shall be established as a

501(c)(3) tax exempt status, will not be used for salaries, and will be registered with the Office of the Secretary of State for the State of Illinois as having a good standing status.

BE IT FURTHER RESOLVED, that this Resolution shall be effective on its adoption.

BE IT FURTHER RESOLVED, that the Clerk of the County Board of the County of Winnebago is directed to prepare and deliver certified copies of this resolution to the Winnebago County Administrator, County Finance Director, County Regional Planning and Economic Development Director, and the County Auditor.

Respectfully submitted,
Economic Development Committee

AGREE

DISAGREE

JOHN SWEENEY, CHAIRMAN

JOHN SWEENEY, CHAIRMAN

JEAN CROSBY

JEAN CROSBY

ANGELA FELLARS

ANGELA FELLARS

VALERIE HANSERD

VALERIE HANSERD

BRAD LINDMARK

BRAD LINDMARK

TIM NABORS

TIM NABORS

JOHN PENNEY

JOHN PENNEY

The above and foregoing Resolution was adopted by the County Board of the County of Winnebago, Illinois this ____ day of _____ 2023.

ATTESTED BY:

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

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

STATE OF ILLINOIS, } ss.
COUNTY OF WINNEBAGO }

I, LORI GUMMOW, County Clerk in and for said County, in the State aforesaid, do hereby certify that I have compared the foregoing attached copy of:

RESOLUTION APPROVING \$20,000 FROM HOST FEES TO COUNTY BOARD MEMBERS TO SUPPORT NON-PROFIT ORGANIZATIONS FOR FISCAL YEAR 2020

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

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

This 13TH DAY OF FEBRUARY, 2020.

LORI GUMMOW, Winnebago County Clerk

BY: Angelo Reina Deputy County Clerk



SPONSORED BY: Jas Bilich

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

SUBMITTED BY: ECONOMIC DEVELOPMENT COMMITTEE

2020 CR 020

**RESOLUTION APPROVING \$20,000 FROM HOST FEES TO
COUNTY BOARD MEMBERS TO SUPPORT NON-PROFIT
ORGANIZATIONS FOR FISCAL YEAR 2020**

WHEREAS, the Winnebago County Board has determined that host fee funds are to be used for economic development, defined as growth-oriented community investment that benefits Winnebago County citizens and improves economic well-being and quality of life in the County; and

WHEREAS, the County Board of the County of Winnebago, Illinois, has determined it to be important to support local Non-Profit Organizations in Winnebago County since fiscal year 2018; and

WHEREAS, each County Board Member may support 501(c)(3) tax exempt status, Non-Profit Organizations of their choice by recommending up to one-thousand dollars (\$1,000) from host fees to go to Non-Profit Organizations during the fiscal year; and

WHEREAS, since its inception, County Board Members must submit their written recommendations to the Director of the Winnebago County Regional Planning and Economic Development Department, inclusive of the following information; name of the 501(c)(3) Non-Profit Organization, amount to be allocated in \$250 increments, up to \$1,000, and W-9 form from the recipient organization to process; and

WHEREAS, in lieu of recommending a donation to go to a 501(c)(3) Non-Profit Organization, a County Board Member may also direct any or all of said \$1,000 in host fees towards attendance fees in attending a 501(c)(3) Non-Profit Organization event and/or to sponsor a 501(c)(3) Non-Profit Organization event; and

WHEREAS, if a County Board Member opts to attend or sponsor a 501(c)(3) Non-Profit event, the County Board Member must submit in writing to the Director of the Winnebago County Regional Planning and Economic Development Department the following information; name of the 501(c)(3) Non-Profit Organization, the event that will be attended or sponsored, and W-9 form from the recipient organization to process; and

NOW THEREFORE BE IT RESOLVED, by the County Board of the County of Winnebago, Illinois, that the County of Winnebago allocate one-thousand dollars (\$1,000) to each of the twenty (20) Winnebago County Board Members from host fees, totaling twenty-thousand dollars (\$20,000) in host fees to be directed to 501(c)(3) Non-Profit Organizations of each said County Board Member's choice, or for said County

Board Members to attend and/or sponsor 501(c)(3) Non-Profit Organization events of their choice during Fiscal Year 2020; and

NOW THEREFORE BE IT RESOLVED, this resolution shall go into effect immediately upon its adoption; and

BE IT FURTHER RESOLVED that the Clerk of the County Board is hereby directed to prepare and deliver copies of this resolution to the Winnebago County Administrator, the Winnebago County Finance Director, the Winnebago County Director of Regional Planning & Economic Development Department, and the Winnebago County Auditor.

Respectfully submitted,
Economic Development Committee


AGREE

DISAGREE



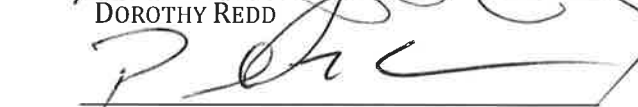
JAS BILICH, CHAIRMAN

JAS BILICH, CHAIRMAN



DOROTHY REDD

DOROTHY REDD



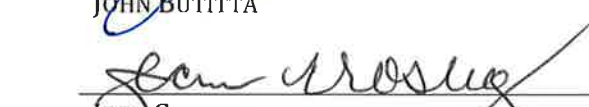
PAUL ARENA

PAUL ARENA



JOHN BUTITTA

JOHN BUTITTA



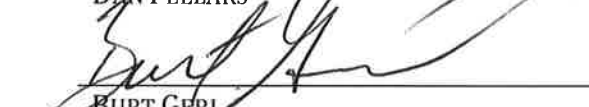
JEAN CROSBY

JEAN CROSBY




DAN FELLARS

DAN FELLARS



BURT GERL

BURT GERL



TIM NABORS

TIM NABORS

FRED WESCOTT

FRED WESCOTT

The above and foregoing Resolution was adopted by the County Board of the
County of Winnebago, Illinois this 13th day of February 2020.

ATTESTED BY:



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



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

(22)

COMMITTEE: Economic DevelopmentSUBJECT: Res - Approving \$20,000 from Host Fees to Co Bld Members to Support Non-Profit Org.

	AYES	NAYES	PRESENT	ABSENT	ABSTAINED
1. ARENA, PAUL	-			✓	
2. BILICH, JAS	-			✓	
3. BOOKER, AARON	✓				
4. BOOMER, DAVID	✓				
5. BUTITTA, JOHN	✓				
6. CROSBY, JEAN	✓				
7. FELLARS, DANIEL	✓				
8. FIDUCCIA, DAVE	✓				
9. GERL, BURT	-			✓	
10. GORAL, ANGIE	-			✓	
11. HOFFMAN, JOE	-			✓	
12. KELLEY, DAVE	✓				
13. MC DONALD, KEITH	✓				
14. NABORS, JR., TIMOTHY	✓				
15. REDD, DOROTHY	✓				
16. SALGADO, JAIME	✓				
17. SCHULTZ, STEVE	-	✓			
18. TASSONI, DAVE	✓				
19. WEBSTER, JIM	-			✓	
20. WESCOTT, FRED	✓				
TOTALS Voice Vote	13	1		6	

STATE OF ILLINOIS,
COUNTY OF WINNEBAGO } ss.

I, LORI GUMMOW, County Clerk in and for said County, in the State aforesaid, do hereby certify that I have compared the foregoing attached copy of:

**RESOLUTION CONCERNING THE POLICY FOR THE PROCESS FOR
AWARDING, RECOMMENDING, EVALUATING AND APPROVAL OF
HOST FEE FUNDS TO OTHER ENTITIES**

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

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

This 27TH DAY OF SEPTEMBER, 2019.

LORI GUMMOW, Winnebago County Clerk

BY: Angela Reina Deputy County Clerk



SPONSORED BY: JAS BILICH

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

2019 CR 119

**RESOLUTION CONCERNING THE POLICY FOR THE PROCESS FOR AWARDING,
RECOMMENDING, EVALUATING AND APPROVAL OF HOST FEE FUNDS TO
OTHER ENTITIES**

WHEREAS, the County of Winnebago is the recipient of host fees from the landfill; and

WHEREAS, the County of Winnebago has determined that such host fees shall be used for economic development; and

WHEREAS, the County developed the attached policy known as the Annual Host Fee Award Policy to govern the award of such host fees annually attached hereto as Exhibit A; and

IT IS NOW HEREBY RESOLVED, that the County of Winnebago, Illinois adopt as its policy for the annual host fee award recommendation, evaluation and approval process the Annual Host Fee Award Policy attached hereto as Exhibit A; and

BE IT FURTHER RESOLVED, that this resolution shall be effective on its adoption.

BE IT FURTHER RESOLVED, that the Clerk of the County Board of the County of Winnebago is directed to prepare and deliver certified copies of this resolution to the Winnebago County Regional Planning and Economic Development Director, the County Administrator, and the County Auditor.

EXHIBIT A

Annual Host Fee Award Policy

The Annual Host Fee Award Policy is intended to define the process for annual host fee award recommendation, evaluation and application approval.

Annually, during the budget process, a projection of host fee revenues and approved business incentives and multi-year commitments to be paid during the fiscal year will be compiled by administration. Based on this information, administration will make a recommendation of funds available for annual host fee awards for that fiscal year to the County Board for approval.

External Organizations (non-Winnebago County Departments / Division, however organizations must be physically located within Winnebago County to be eligible) can apply for an annual host fee award during the budget process or at any time during the fiscal year. Organizations should make annual host fee requests through a County board member or the County Board Office who will then forward the request to the County Administrator, along with a description of the organization, proposed use of the award and program outcomes outlined in the request. Awards will only be given to organizations with a 501(c)(3) tax exempt status and will require a signed W-9 form from the organization. Awards will not be made for salary or operational costs (being one-time requests that are paid within one year, non-multiyear commitments for funding the said organization), but are intended for projects that promote economic and community development within Winnebago County. Recurring awards will be approved annually based on the County Board's satisfaction with program outcomes outlined in the original request.

The Grantee will be required to report program outcomes or return on investment at the completion of the project. Each request approved by the County Board shall require the submitting organization to report back to the Economic Development Committee upon completion of the project or within one year of County Board project approval, whichever is earlier. These reports will be presented to the Economic Development Committee and will be used in evaluating recurring awards. An organization will not be eligible to receive future funds until the required report is presented to the Economic Development Committee.

The goal of the Economic Development Committee is to develop a long-term plan to fund annual awards through other revenue sources such as the Public Safety Sales Tax, General Fund revenues and other Special Revenue Funds, as the receipt of Host Fees is anticipated to end in fifteen years.

Respectfully submitted,
Economic Development Committee

AGREE

DISAGREE


JAS BILICH, CHAIRMAN

JAS BILICH, CHAIRMAN


DOROTHY REDD

DOROTHY REDD


PAUL ARENA

PAUL ARENA


FRED WESCOTT

FRED WESCOTT


JOHN BUTITTA

JOHN BUTITTA


JEAN CROSBY

JEAN CROSBY


DAN FELLARS

DAN FELLARS


BURT GERL

BURT GERL

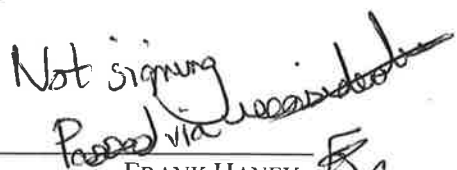
TIM NABORS

TIM NABORS

The above and foregoing Resolution was adopted by the County Board of the County of Winnebago, Illinois this 26th day of September 2019.

ATTESTED BY:

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


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

(20)

Call the Question

COMMITTEE: Economic DevelopmentSUBJECT: Reconsideration of a Res. Concerning the Policy for the Process for Awarding, Recommending, Evaluating & Approval of Host Fee

	AYES	NAYES	PRESENT	ABSENT	ABSTAINED
1. ARENA, PAUL					
2. BILICH, JAS					
3. BOOKER, AARON					
4. BOOMER, DAVID					
5. BUTITTA, JOHN	-			✓	
6. CROSBY, JEAN					
7. FELLARS, DANIEL		✓			
8. FIDUCCIA, DAVE					
9. GERL, BURT					
10. GORAL, ANGIE					
11. HOFFMAN, JOE					
12. KELLEY, DAVE					
13. MC DONALD, KEITH					
14. NABORS, JR., TIMOTHY					
15. REDD, DOROTHY					
16. SALGADO, JAIME					
17. SCHULTZ, STEVE					
18. TASSONI, DAVE					
19. WEBSTER, JIM					
20. WESCOTT, FRED					
TOTALS Voice Vote	18	1		1	

(20)

COMMITTEE: Economic Development

SUBJECT: _____

Reconsideration

	AYES	NAYES	PRESENT	ABSENT	ABSTAINED
1. ARENA, PAUL	✓				
2. BILICH, JAS	✓				
3. BOOKER, AARON		✓			
4. BOOMER, DAVID	✓				
5. BUTITTA, JOHN		—		1	
6. CROSBY, JEAN		✓			
7. FELLARS, DANIEL		✓			
8. FIDUCCIA, DAVE	✓				
9. GERL, BURT	✓				
10. GORAL, ANGIE	✓				
11. HOFFMAN, JOE	✓ →	✓			
12. KELLEY, DAVE		✓			
13. MC DONALD, KEITH	✓				
14. NABORS, JR., TIMOTHY		✓			
15. REDD, DOROTHY	✓				
16. SALGADO, JAIME	✓				
17. SCHULTZ, STEVE		✓			
18. TASSONI, DAVE	✓				
19. WEBSTER, JIM	✓				
20. WESCOTT, FRED	✓				
TOTALS Roll Call	12	37		1	

OPERATIONS & ADMINISTRATIVE COMMITTEE



Resolution Executive Summary

Prepared By: David J. Rickert

Committee: Operations and Administrative Committee

Committee Date: February 2, 2023

Resolution Title: Resolution Authorizing Use of Winnebago County Health Department Surplus Funds to Pay off the Bond on 555 N. Court Street

County Code: Not Applicable

Board Meeting Date: February 9, 2023

Budget Information:

Was item budgeted?	No	Appropriation Amount: Not Applicable
If not, explain funding source: Existing fund balance General Fund and Health Department Fund		
ORG/OBJ/Project Code:	Not Applicable	Budget Impact:

Background Information: The Health Department Fund has funds available to pay off its bond liability. The Finance Committee of the County Board has determined that it is in the best interest of the County to pay off the bonds in exchange for an agreement with the Winnebago County Health Department related to the Winnebago County Health Department's continued use of the Property.

Recommendation: Finance Department recommends.

Contract/Agreement: See attached document

Legal Review: Not Applicable

Follow-Up: Not Applicable

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

Sponsored by: Keith McDonald, Committee Chairman
Submitted by: Operations and Administrative Committee
2023 CR

**RESOLUTION AUTHORIZING USE OF WINNEBAGO COUNTY HEALTH
DEPARTMENT SURPLUS FUNDS TO
PAY OFF THE BOND ON 555 N. COURT STREET**

WHEREAS, in December of 2009, the Winnebago County Board authorized the purchase of 555 N. Court Street, Rockford, Illinois (the "Property"), for the benefit of the Winnebago County Health Department ("WCHD"); and

WHEREAS, at that same time the County Board authorized the issuance of 2010C bonds in an amount not to exceed \$4.5 million to cover acquisition and renovation costs related to the Property; and

WHEREAS, in March of 2010, the County of Winnebago purchased the Property and the WCHD moved some of its operations from its facility at 401 Division Street, Rockford, Illinois, to the Property; and

WHEREAS, at the time of purchase there were seven (7) tenants leasing space at the Property and that number has decreased to four (4) tenants, including the Winnebago County Veteran's Administration; and

WHEREAS, the WCHD has paid rent to the County every year to support repayment of the bonds issued on behalf of WCHD for the purchase and renovation of the Property; and

WHEREAS, the WCHD has now decommissioned 401 Division Street and moved all of its operations to the Property; and

WHEREAS, the WCHD has expanded its services at the Property and intends to continue to expand its services, requiring dedicated workspaces for its operations with secured, public access; and

WHEREAS, the original 2010C bonds have been refunded with 2020B bonds; and

WHEREAS, the WCHD has effectively managed its financial resources and has sufficient surplus funds to pay off the 2020B bonds on the Property in the amount of \$1,766,020; and

WHEREAS, the Operations and Administrative Committee of the County Board of the County of Winnebago, Illinois has determined that it is in the best interests of the County of Winnebago and WCHD to pay off the bonds in exchange for an agreement with the WCHD related to the WCHD's continued use of the Property.

NOW THEREFORE BE IT AND IT IS HEREBY RESOLVED, by the County Board of the County of Winnebago, Illinois, that the Winnebago County Health Department is authorized to use its surplus funds to pay off the 2020B bonds on 555 North Court Street, Rockford, Illinois in the total amount of \$1,766,020, contingent upon the Winnebago County Health Department and the County of Winnebago entering into an agreement for continued use of 555 N. Court Street, Rockford, Illinois, by the Winnebago County Health Department, in substantially the same form as that attached hereto as Exhibit A.

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

BE IT FURTHER RESOLVED, upon the adoption of this Resolution, the Clerk of the County Board is hereby directed to prepare and deliver certified copies of this Resolution to the County Administrator, the Chief Financial Officer and the Winnebago County Health Department Public Health Administrator.

Respectfully submitted,

OPERATIONS & ADMINISTRATIVE COMMITTEE

AGREE

DISAGREE

Keith McDonald, Chair

Keith McDonald, Chair

Valerie Hanserd, Vice Chair

Valerie Hanserd, Vice Chair

Paul Arena

Paul Arena

John Butitta

John Butitta

Joe Hoffman

Joe Hoffman

Jaime Salgado

Jaime Salgado

Michael Thompson

Michael Thompson

The above and foregoing Resolution was adopted by the County Board of the County
of Winnebago, Illinois this ____ day of _____, 2023.

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

**MEMORANDUM OF UNDERSTANDING
BETWEEN
WINNEBAGO COUNTY HEALTH DEPARTMENT
AND
COUNTY OF WINNEBAGO**

The purpose of this Memorandum of Understanding (“MOU”) is to set forth the terms and conditions of an agreement between the Winnebago County Health Department (“WCHD”) and the County of Winnebago (“County”) related to the property located at 555 N. Court Street, Rockford, Illinois (the “Property”).

WHEREAS, in December of 2009, the Winnebago County Board authorized the purchase of 555 N. Court Street, Rockford, Illinois (the “Property”), for the benefit of the Winnebago County Health Department (“WCHD”); and

WHEREAS, at that same time the County Board authorized the issuance of 2010C bonds in an amount not to exceed \$4.5 million to cover acquisition and renovation costs related to the Property; and

WHEREAS, in March of 2010, the County of Winnebago purchased the Property and the WCHD moved some of its operations from its facility at 401 Division Street, Rockford, Illinois, to the Property; and

WHEREAS, at the time of purchase there were seven (7) tenants leasing space at the Property and that number has decreased to four (4) tenants, including the Winnebago County Veteran’s Administration; and

WHEREAS, the WCHD has paid rent to the County every year to support repayment of the bonds issued on behalf of WCHD for the purchase and renovation of the Property; and

WHEREAS, the WCHD has now decommissioned 401 Division Street and moved all of its operations to the Property; and

WHEREAS, the WCHD has expanded its services at the Property and intends to continue to expand its services, requiring dedicated workspaces for its operations with secured, public access; and

WHEREAS, the original 2010C bonds have been refunded with 2020B bonds; and

WHEREAS, the WCHD has effectively managed its financial resources and has sufficient surplus funds to pay off the 2020B bonds on the Property in the amount of \$1,766,020; and

WHEREAS, the Board of Health has approved using WCHD surplus funds to pay off the bonds in exchange for an agreement with the County of Winnebago related to the WCHD's continued use of the Property.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants contained herein, the parties hereby agree as follows:

1. Incorporation of Recitals. The matters recited above are hereby incorporated into and made a part of this Agreement.

2. Agreements of the Parties.

A. WCHD Occupancy.

- 1) WCHD shall be permitted to occupy the Property as long as needed in support of its mission and the County shall not displace WCHD from the Property at any time, unless such displacement is approved by the Board of Health.
- 2) WCHD shall not be required to make any further lease payments to the County for WCHD's occupancy of the Property.

B. Tenants.

- 1) WCHD shall determine what portions of the Property, if any, can be leased to third parties, depending on the operational needs of WCHD at the time. Notwithstanding the foregoing, the Veterans Administration shall be permitted to continue to occupy their current space on the third floor of the building, but any expansion of that space would require the approval of WCHD.
- 2) WCHD shall negotiate the terms and conditions of any and all leases with third parties for the Property in order to ascertain that the third party's use of the Property is compatible with WCHD's use of the Property.
- 3) WCHD shall bring any negotiated leases to the Winnebago County Board for approval.
- 4) Any revenue generated from third-party lease payments shall be turned over to WCHD to cover routine maintenance and utility expenses at the Property.

C. Maintenance and Utilities.

- 1) WCHD shall be responsible for any routine maintenance expenses and shall pay all utilities for the Property.
- 2) The County shall be responsible for any capital improvement expenses for the Property.

D. Ownership.

- 1) The County shall convey ownership of the Property to the County of Winnebago and the Winnebago County Board of Health as tenants in common. In the event the Property is sold, distribution of the profits will be mutually agreed upon by WCHD and the County with the goal of providing WCHD with sufficient funds to assist with the purchase or lease of new space, if necessary.

3. Termination. This MOU may only be terminated by mutual agreement of the parties. Upon termination, this MOU shall be and become of no further force and effect and the parties shall be relieved and discharged of their respective obligations from the date of termination.

5. Entire Agreement and Amendment. This MOU constitutes the entire agreement of the parties with respect to the matters contained herein. No modification of or amendment to this MOU shall be effective unless such modification or amendment is in writing and signed by all parties hereto. Any prior agreements or representations, either written or oral, relating to the subject matter of this MOU are of no force or effect.

IN WITNESS WHEREOF, the parties hereto have caused this MOU to be executed by their duly authorized representatives as of the date first above written.

ATTEST:

COUNTY CLERK

THE COUNTY OF WINNEBAGO, ILLINOIS

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

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

[SEAL]

WINNEBAGO COUNTY HEALTH DEPARTMENT

By: _____
Sandra Martell
Public Health Administrator

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

RESOLUTION AUTHORIZING USE OF SURPLUS
FUNDS TO PAY OFF THE BOND ON 555 N. COURT STREET

WHEREAS, in December of 2009, the Winnebago County Board authorized the purchase of 555 N. Court Street, Rockford, Illinois (the "Property"), for the benefit of the Winnebago County Health Department ("WCHD"); and

WHEREAS, at that same time the County Board authorized the issuance of 2010C bonds in an amount not to exceed \$4.5 million to cover acquisition and renovation costs related to the Property; and

WHEREAS, in March of 2010, the County of Winnebago purchased the Property and the WCHD moved some of its operations from its facility at 401 Division Street, Rockford, Illinois, to the Property; and

WHEREAS, at the time of purchase there were seven (7) tenants leasing space at the Property and that number has decreased to four (4) tenants, including the Winnebago County Veteran's Administration; and

WHEREAS, the WCHD has paid rent to the County every year to support repayment of the bonds issued on behalf of WCHD for the purchase and renovation of the Property; and

WHEREAS, the WCHD has now decommissioned 401 Division Street and moved all of its operations to the Property; and

WHEREAS, the WCHD has expanded its services at the Property and intends to continue to expand its services, requiring dedicated workspaces for its operations with secured, public access; and

WHEREAS, the original 2010C bonds have been refunded with 2020B bonds; and

WHEREAS, the WCHD has effectively managed its financial resources and has sufficient surplus funds to pay off the 2020B bonds on the Property in the amount of \$1,766,020; and

WHEREAS, the Board of Health has determined that it is in the best interests of the WCHD to pay off the bonds in exchange for an agreement with the County of Winnebago related to the WCHD's continued use of the Property.

NOW THEREFORE BE IT AND IT IS HEREBY RESOLVED, by the Board of Health of the County of Winnebago, Illinois, that the Winnebago County Health Department is hereby authorized to use its surplus funds to pay off the 2020B bonds on 555 N. Court Street, Rockford, Illinois, in the total amount of \$1,766,020, contingent upon the Winnebago County Health Department and the County of Winnebago entering into an agreement for continued use of 555 N. Court Street, Rockford, Illinois, by the Winnebago County Health Department in substantially the same form as that attached hereto as Exhibit A.

Approved this 17th day of January, 2023.

Robert McCreath, President
Winnebago County Board of Health

Jennifer Muraski, Secretary
Winnebago County Board of Health

UNFINISHED BUSINESS

FINANCE COMMITTEE



Ordinance Executive Summary

Prepared By: Circuit Court – Thomas Jakeway

Committee: Finance

Committee Date: January 19, 2023

Ordinance Title: Ordinance for Approval of Budget Amendment for Circuit Court Bailiff

County Code: Winnebago County Annual Appropriation Ordinance

Board Meeting Date: January 26, 2023

Budget Information:

Was item budgeted?	No	Appropriation Amount:	\$60,000
If not, explain funding source: Public Safety Sales Tax Fund			
ORG/OBJ/Project Code:	40109-41110	Budget Impact:	Increase

Background Information: The Illinois Supreme Court has authorized the allocation of 2 additional associate judgeships to the 17th Judicial Circuit Court pursuant to the Associate Judges Act. Judges are state-paid positions. 21 judges are currently assigned in Winnebago County and the judiciary is currently supported by 23 bailiffs. With these two additional judges, Winnebago County will have a total of 23 assigned judges. Additional funds will be used to establish 2 new bailiff positions to support the courtroom operational needs brought about by these new judgeships.

Recommendations: N/A

Contract/Agreement: N/A

Legal Review: N/A

Follow-Up: Update Munis Accounting records.

County Board Meeting: January 26, 2023

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

Sponsored by: John Butitta, Committee Chairman

Submitted by: Finance Committee

2023 CR

Ordinance for Approval of Budget Amendment for Circuit Court Bailiff

WHEREAS, the Winnebago County Board adopted the "Annual Budget and Appropriations Ordinance" for the fiscal year ending September 30, 2023 at its September 29, 2022 Board Meeting;

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

WHEREAS, the Illinois Supreme Court has allocated two additional associate judgeships granted to the 17th Judicial Circuit pursuant to the Associate Judges Act (705 ILCS 45/2.1);

NOW, THEREFORE, BE IT RESOLVED, that the County Board deems that pursuant to the provisions as set forth in 55ILCS 5/6-1003 (2014), certain conditions have occurred in connection with the operations of the County which are deemed to be immediate emergencies; therefore the increases detailed per the attached Request for Budget Amendment are hereby authorized for Amendment #2023- Ordinance for Approval of Budget Amendment for Circuit Court Bailiffs.

BE IT FURTHER RESOLVED that this Ordinance 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 Ordinance to the Office of the Chief Judge, Director of Purchasing, Finance Director, County Board Office and County Auditor.

Respectfully Submitted,
FINANCE COMMITTEE

AGREE

DISAGREE

JOHN BUTITTA, CHAIR

JOHN BUTITTA, CHAIR

JAIME SALGADO, VICE CHAIR

JAIME SALGADO, VICE CHAIR

JEAN CROSBY

JEAN CROSBY

JOE HOFFMAN

JOE HOFFMAN

KEITH McDONALD

KEITH McDONALD

JOHN F. SWEENEY

JOHN F. SWEENEY

MICHAEL THOMPSON

MICHAEL THOMPSON

The above and foregoing Resolution was adopted by the County Board of the County of
Winnebago, Illinois this _____ day of _____ 2023.

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

2023
WINNEBAGO COUNTY
FINANCE COMMITTEE
REQUEST FOR BUDGET AMENDMENT

DATE SUBMITTED:		1/13/2022		AMENDMENT NO: 2023-	
DEPARTMENT:		Circuit Court		SUBMITTED BY: Thomas Jakeway	
FUND#:		40109-41110		DEPT. BUDGET NO.	

Department Org Number	Object (Account) Number	Object (Account) Description	Adopted Budget	Amendments Previously Approved	Revised Approved Budget	Increase (Decrease)	Revised Budget after Approved Budget Amendment
40109	41110	Regular Salary	\$1,015,964	\$0	\$1,015,964	\$60,000	\$1,075,964
TOTAL ADJUSTMENT:						\$60,000	\$1,075,964

Reason budget amendment is required:

The Illinois Supreme Court has authorized the allocation of 2 additional associate judgeships to the 17th Judicial Circuit Court pursuant to the Associate Judges Act. Judges are state-paid positions. 21 judges are currently assigned in Winnebago County and the judiciary is currently supported by 23 bailiffs. With these two additional judges, Winnebago County will have a total of 23 assigned judges. Additional funds will be used to establish 2 new bailiff positions to support the courtroom operational needs brought about by these 2 additional judges.

Potential alternatives to budget amendment:

N/A

Impact to fiscal year 2023 budget:

New Expense

Revenue Source: _____



Ordinance Executive Summary

Prepared By: Circuit Court – Thomas Jakeway

Committee: Finance

Committee Date: January 19, 2023

Ordinance Title: Ordinance for Approval of Budget Amendment for Court Liaison Position

County Code: Winnebago County Annual Appropriation Ordinance

Board Meeting Date: January 26, 2023

Budget Information:

Was item budgeted?	No	Appropriation Amount:	\$63,000
If not, explain funding source: Awarded DOJ Grant through AOIC			
ORG/OBJ/Project Code:	69000-02320	Budget Impact:	Increase

Background Information: The Illinois Supreme Court has awarded Winnebago County a pilot site to create a Court Liaison to assist in linking misdemeanor defendants with mental health services while their court case is pending. Early identification at the first appearance and follow up services will be offered through one full time employee.

Recommendations: N/A

Contract/Agreement: N/A

Legal Review: Circuit Court Review.

Follow-Up: Update Munis Accounting records.

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

Sponsored by: John Butitta, Committee Chairman

Submitted by: Finance Committee

2023 CR

Ordinance for Approval of Budget Amendment for Court Liaison Position

WHEREAS, the Winnebago County Board adopted the "Annual Budget and Appropriations Ordinance" for the fiscal year ending September 30, 2023 at its September 29, 2022 Board Meeting;

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

WHEREAS, the Illinois Supreme Court has awarded Winnebago County with grant funding to establish the position of a Court Liaison to assist in linking misdemeanor defendants with mental health services while their court case is pending;

NOW, THEREFORE, BE IT RESOLVED, that the County Board deems that pursuant to the provisions as set forth in 55ILCS 5/6-1003 (2014), certain conditions have occurred in connection with the operations of the County which are deemed to be immediate emergencies; therefore the increases detailed per the attached Request for Budget Amendment are hereby authorized for Amendment #2023- Ordinance for Approval of Budget Amendment for Court Liaison Position.

BE IT FURTHER RESOLVED that this Ordinance 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 Ordinance to the Office of the Chief Judge, Director of Purchasing, Finance Director, County Board Office and County Auditor.

Respectfully Submitted,
FINANCE COMMITTEE

AGREE

DISAGREE

JOHN BUTITTA, CHAIR

JOHN BUTITTA, CHAIR

JAIME SALGADO, VICE CHAIR

JAIME SALGADO, VICE CHAIR

JEAN CROSBY

JEAN CROSBY

JOE HOFFMAN

JOE HOFFMAN

KEITH McDONALD

KEITH McDONALD

JOHN F. SWEENEY

JOHN F. SWEENEY

MICHAEL THOMPSON

MICHAEL THOMPSON

The above and foregoing Resolution was adopted by the County Board of the County of
Winnebago, Illinois this _____ day of _____ 2023.

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

2023
WINNEBAGO COUNTY
 FINANCE COMMITTEE
 REQUEST FOR BUDGET AMENDMENT

DATE SUBMITTED:		1/13/2023		AMENDMENT NO: 2023-	
DEPARTMENT:		Circuit Court		SUBMITTED BY: Thomas Jakeway	
FUND#:		60900-02320		DEPT. BUDGET NO.	

Department Org Number	Object (Account) Number	Object (Account) Description	Adopted Budget	Amendments Previously Approved	Revised Approved Budget	Increase (Decrease)	Revised Budget after Approved Budget Amendment
60900	41110	Regular Salary	\$39,416	\$0	\$0	\$39,416	\$39,416
60900	41211	Employee Benefits	\$23,552	\$0	\$0	\$23,552	\$23,552
TOTAL ADJUSTMENT:						\$62,968	\$62,968

Reason budget amendment is required:

The Administrative Office of Illinois Courts has awarded Winnebago County funding to be a pilot site for the Court Liaison project. The award provides funding for the salary and benefits for one full time employee. The Court Liaison will assist in linking misdemeanor defendants with mental health services while their court case is pending. Early identification at the first appearance and follow up services will be offered through one full time employee.

Potential alternatives to budget amendment:

N/A

Impact to fiscal year 2023 budget:

Grant Expense

Revenue Source: _____



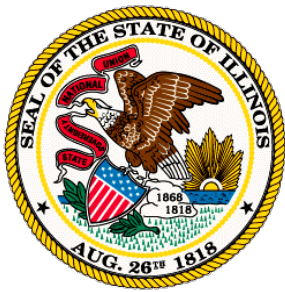
GRANT / OTHER FUNDING AGREEMENT SUMMARY WORKSHEET

Prepared By:	
Committee:	
Committee Date:	
Resolution Title:	
Board Meeting Date:	

All grant awards must be approved through their respective Committees prior to presenting for Board approval. Those requiring a budget modification must also be approved by the Finance Committee. To provide the County Board with the information needed for compliance requirements, please provide a complete Committee and Board packet that includes this form, the Executive Summary, Resolution, and Award.

Funding Information:

Grant Period of Performance:	
Is match required?	<input type="checkbox"/> yes <input type="checkbox"/> no
- If yes, did you work with Accounting to determine match allocation?	<input type="checkbox"/> yes <input type="checkbox"/> no
Are Indirect Costs Allowable under the award?	<input type="checkbox"/> yes <input type="checkbox"/> no
- If yes, is the 10% de minimus Indirect Cost rate included in the budget?	<input type="checkbox"/> yes <input type="checkbox"/> no
<i>Indirect Cost Base includes: salaries, fringe benefits, travel, supplies, training, and up to the first \$25,000 of each subaward.</i>	
- If no, please explain:	
Does funding agreement contain Special Conditions that may prohibit another department's ability to apply for funding?	
<input type="checkbox"/> yes <input type="checkbox"/> no	
- If yes, please explain:	
How many sub-awards are included in this award?	
- Do subawards/contracts contain Indirect Costs?	<input type="checkbox"/> yes <input type="checkbox"/> no
- If yes, please provide Indirect Cost rates and total Indirect applied to each subaward or contract:	



STATE OF ILLINOIS
CIRCUIT COURT
SEVENTEENTH JUDICIAL CIRCUIT

Winnebago County Courthouse · 400 West State Street, suite 215 · Rockford, Illinois 61101

Memorandum

Date: January 25, 2023

From: Thomas Jakeway

Re: Grant Summary Worksheets -
Abuse in Later Life Grant
Improving Criminal Justice Response Grant
Justice for Families Grant
Court Liaison Grant

A full listing of all Special Conditions has been provided as responsive for all the subject Grant Summary Worksheets.

The Circuit Court does not have full knowledge of what other grant programs Winnebago County may currently or potentially be pursuing nor the involved funding sources of the same. Therefore, the Circuit Court cannot make accurate representations concerning potential corollary funding prohibitions.

It is the Circuit Court's understanding that the Grant Compliance Office was established to develop a database to determine if grant application/awards had special conditions that were in conflict with one another and address the same as deemed appropriate. In furtherance of this initiative, and out of full transparency, the provided listings of award conditions are fully responsive.

In lieu of leaving this section of the grant summary blank, the Circuit Court will select "no" with the understanding the Grants Compliance Office will determine if any conflicting special conditions exist. We are glad to review the same with the Grant Compliance Office.

NEW BUSINESS

ANNOUNCEMENTS & COMMUNICATIONS



WINNEBAGO COUNTY

— ILLINOIS —

Announcements & Communications

Date: February 9, 2023

Item: Correspondence to the Board

Prepared by: County Clerk Lori Gummow

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

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

Background: The items listed below were received as correspondence.

1. County Clerk Gummow received from the United States Nuclear Regulatory Commission the following:
 - a. Federal Register / Vol. 88, No. 15/Tuesday, January 24, 2023/Notices.
 - b. Byron Station, Unit 1-Notification of NRC Baseline Inspection and Request for Information; Inspection Report 05000454/2023001.

Adjournment