



WINNEBAGO COUNTY

— ILLINOIS —

REVISED AGENDA

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

Thursday, February 13, 2020
6:00 p.m.

1. **Call to Order** Chairman Frank Haney
2. **Agenda Updates** Chairman Frank Haney
3. **Roll Call** Clerk Lori Gummow
4. **Invocation** Board Member Joe Hoffman
5. **Awards, Proclamations, Presentations, Public Hearings, and Public Participation**
 - A. Awards – None
 - B. Proclamations – None
 - C. Presentations – None
6. **Public Comment** Registered Speakers
Members of the public may address the Board by submitting their request no later than 2 hours prior to the start of the meeting. Contact www.wincoil.us or (815) 319-4225 for guidelines.
7. **Board Member Correspondence** Board Members
8. **Chairman's Report** Chairman Frank Haney
9. **Announcements & Communications** Clerk Lori Gummow
 - A. Correspondence (see packet)
10. **Consent Agenda**..... Chairman Frank Haney
 - A. Raffle Report
 - B. Approval of January 9, 2020 minutes
 - C. Layover of January 23, 2020 minutes
11. **County Administrator's Report**..... Interim County Administrator Steve Chapman

12. Department Head Updates.....Department Heads

13. New Business.....Chairman Frank Haney

A. Community Mental Health Board (no compensation for this Board)

1. Mary Ann Abate (New Appointment), Roscoe, Illinois, February 1, 2020 – January 31, 2024
2. Timothy Nabors, Winnebago County Board Member (New Appointment), Rockford, Illinois, February 1, 2020 – January 31, 2022
3. Linda Sandquist (New Appointment), Rockford, Illinois, February 1, 2020 – January 31, 2023
4. Terry Giardini (New Appointment), Caledonia, Illinois, February 1, 2020 – January 31, 2023
5. Richard Kunnert (New Appointment), Rockford, Illinois, February 1, 2020 – January 31, 2022
6. Danielle Angileri (New Appointment), Rockford, Illinois, February 1, 2020 – January 31, 2024
7. MD Appointment (TBD)
8. Dr. Julie Morris, At-large
9. Wendy Larson Bennett, At-large

B. Crime Commission Board

1. Tiana McCall (filling expired term of Ken Burns), Rockford, Illinois, February 2020 – December 2023

14. Standing Committee Reports Chairman Frank Haney

A. Finance CommitteeJaime Salgado, Committee Chairman

1. Committee Report
2. Budget Amendment 2020-014 Misc County/Sheriff's Department (Computers) to be Laid Over
3. An Ordinance to Abate the 2010C Winnebago County Alternate Bond Property Tax Levy for the Year 2019 to be Laid Over
4. An Ordinance to Abate the 2012C State Income Tax Alternate Bond Property Tax Levy for the Year 2019 to be Laid Over
5. An Ordinance to Abate the Federal Aid Matching Tax and Motor Fuel Tax Alternate Bond (2012D Series) Property Tax Levy for the Year 2019 to be Laid Over
6. An Ordinance to Abate the 2012F Alternate Revenue Bond Property Tax Levy for the Year 2019 to be Laid Over
7. An Ordinance to Abate the 2012G Alternate Revenue Bond Property Tax Levy for the Year 2019 to be Laid Over
8. An Ordinance to Abate the 2013A Public Safety Sales Tax Alternate Bond Property Tax Levy for the Year 2019 to be Laid Over
9. An Ordinance to Abate the Federal Aid Matching Tax and Motor Fuel Tax Alternate Bond (2013B Series) Property Tax Levy for the Year 2019 to be Laid Over

10. An Ordinance to Abate the 2016A Public Safety Sales Tax Alternate Bond Property Tax Levy for the Year 2019 to be Laid Over
 11. An Ordinance to Abate the 2016D Public Safety Sales Tax Alternate Bond Property Tax Levy for the Year 2019 to be Laid Over
 12. An Ordinance to Abate the 2016E Public Safety Sales Tax Alternate Bond Property Tax Levy for the Year 2019 to be Laid Over
 13. An Ordinance to Abate the Federal Aid Matching Tax and Motor Fuel Tax Alternate Bond (2017 Series B) Property Tax Levy for the Year 2019 to be Laid Over
 14. An Ordinance to Abate the 2017C Tort Property Tax and Quarter Cent Sales Tax Alternate Bond Property Tax Levy for the Year 2019 to be Laid Over
 15. An Ordinance Abating the Tax hereto Levied for the Year 2019 to Pay the Principal of and Interest on Taxable General Obligation Bonds (Alternate Revenue Source), Series 2018, of the County of Winnebago, Illinois to be Laid Over
 16. An Ordinance Abating Special Tax Roll for 2019 Levy Year for Properties within the Special Service Area for the I-39/Baxter Road County Water District Project to be Laid Over
 17. Resolution Authorizing the Chairman of the County Board to Execute a Grant Sub-Award Agreement Between Region 1 Planning Council and Winnebago County Administration (2020 Census)
 18. Budget Amendment 2020-012 Juvenile Detention Home (Funding for Replacement Roof) to be Laid Over
 19. Budget Amendment 2020-013 2018 IMRF Pension Bonds to be Laid Over
- B. Economic Development Committee..... **Jas Bilich, Committee Chairman**
1. Committee Report
 2. Resolution Authorizing A Grant Of Thirty-Five Thousand Dollars (\$35,000) To The Regional Access And Mobilization Project, Inc. (RAMP) To Assist With Renovating Their Facility
 3. 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 Accelerated Machine Design And Engineering, LLC
 4. Resolution Approving \$20,000 From Host Fees To County Board Members To Support Non-Profit Organizations For Fiscal Year 2020
- C. Operations & Administrative Committee **Keith McDonald, Committee Chairman**
1. Committee Report
 2. Resolution Authorizing Execution of Intergovernmental Cooperation Agreement Among the County of Winnebago, Illinois, the City of Loves Park, the Village of Machesney Park, the Village of Cherry Valley, the Village of Durand, the Village of Pecatonica, the Village of Rockton, the Village of Roscoe, the City of South Beloit and the Village of Winnebago (9-1-1 Agreement)
- D. Public Safety Committee..... **Aaron Booker, Committee Chairman**
1. Committee Report

2. Ordinance Prohibiting the Establishment of Cannabis Dispensing Organizations within Unincorporated Winnebago County Laid Over from the January 23, 2020 Meeting
3. Resolution Authorizing the Chairman of the County Board to Execute an Agreement with Rosecrance for the Jail Alternative Treatment Program

E. Personnel and Policies Committee.....**David Fiduccia, Committee Chairman**

1. Committee Report
2. Resolution Authorizing the Execution of an Agreement with Gallagher Benefit Services, Inc. for Benefits Consulting Services Due to Name Change of Vendor
3. Resolution Authorizing the Execution of an Business Associate Agreement with Gallagher Benefit Services, Inc. for the Group Health and Welfare Plans Due to Name Change of Vendor
4. Resolution Authorizing the Chairman of the County Board to Execute an Amendment to an Agreement for Linen and Laundry Services at River Bluff Nursing Home

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

1. Committee Report

G. Public Works Committee **Dave Tassoni, Committee Chairman**

1. Committee Report

15. Unfinished Business Chairman Frank Haney

16. Adjournment Chairman Frank Haney

Next Meeting: Thursday, February 27, 2020

CHAIRMAN'S REPORT

ANNOUNCEMENTS & COMMUNICATIONS



WINNEBAGO COUNTY

— ILLINOIS —

Announcements & Communications

Date: February 13, 2020

Item: Correspondence to the Board

Prepared by: County Clerk Lori Gummow

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

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

Background: The items listed below were received as correspondence.

1. County Clerk Gummow received from the United States Nuclear Regulatory Commission the following:
 - a. Byron Station – Integrated Inspection Report 05000454/2019004 and 05000455/2019004
 - b. Summary of the Public Open House to Discuss NRC Activities and the 2018 End-Of-Cycle Performance Assessment
 - c. Federal Register / Vol. 85, No. 18 / Tuesday, January 28, 2020 / Notices
 - d. Acceptance Review for Byron, Braidwood, and Calvert Cliffs – Request to Adopt TSTF – 569 (L-2019-LLA-0274)
 - e. Federal Register / Vol. 85, No. 23/Tuesday, February 4, 2020 / Notices
 - f. Braidwood Station, Units 1 and 2; Byron Station, Unit Nos. 1 and 2; Calvert Cliffs Nuclear Power Plant, Units 1 and 2; Clinton Power Station, Unit No. 1; LaSalle County Station, Units 1 and 2; Limerick Generations Station, Units 1 and 2; and Nine Mile Point Nuclear Station, Unit 2 – Proposed Alternative to use AME Code Case N-879 (EPID L-2019-LLR-0037)
2. County Clerk Gummow received from Illinois Department of Transportation a notice regarding an executed agreement for the following Subject:



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County: Winnebago
Section: 17-00637-00-GR
Project: NMYM(658)
Job: C-92-071-18

3. County Clerk Gummow received from the Illinois Environmental Protection Agency the following:
 - a. A Notice of Application for Permit to Manage Waste. Description of Project: Use of odor control measures including temporary geomembrane, odor neutralizing system, and passive biofilters.
 - b. A Notice of Application for Permit to Manage Waste. Description of Project: Application providing a third quarter 2019 alternate source demonstration in accordance with Condition VIII.15 of Permit Modification No. 78.
 - c. A Notice of Application for Permit to Manage Waste. Description of Project: Application providing an evaluation of groundwater quality for wells G179, G180, and R183 in accordance with Condition VIII.25 of Permit Modification No. 78.
 - d. A Notice of Permit to Manage Waste. Description of Project: Annual evaluation of groundwater quality for wells G161 and G162 in accordance with Condition VIII.25 of Permit.
4. County Clerk Gummow received from the Illinois Department of Corrections the December 17, 2019 Inspection Report.
5. County Clerk Gummow received from ThermoFisher Scientific a Public Notice regarding a renewal application of the Resource Conservation and Recovery Act.
6. County Clerk Gummow received from Charter Communication, locally known as Spectrum, letters regarding changes in channel lineup on or around February 4, 2020 for the following:
 - a. County of Winnebago
 - b. Township of Harlem
 - c. Township of Rockton
 - d. Township of Roscoe
7. County Clerk Gummow received from Comcast the following:



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- a. Xfinity TV Changes beginning January 21, 2020. WGN America and WGN America HD will be added to the Entertainment genre package.
 - b. Xfinity TV Update beginning February 11, 2020. Starz will be removed from the packages.
 - c. A notice of changes in pricing for Gaiam TV Fit & Yoga, Gaia, and Docurama.
8. County Clerk Gummow received from Sue Goral, Winnebago County Treasurer the Monthly Report for December 2019 Bank Balances.
9. County Clerk Gummow received from Nancy L. McPherson, Winnebago County Recorder, the Monthly Report for January, 2020.

CONSENT AGENDA

RAFFLE APPLICATION REPORT

Presently the County Clerk's office has Raffle Applications submitted by
12 different organizations for 21 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
30321	1	BARBARA OLSON CENTER OF HOPE	02/14/2020-05/03/2020	\$ 850.00
30322	1	ROCKFORD CATHOLIC CHARITIES AUXILIARY	04/06/2020-05/04/2020	\$ 2,750.00
30323	1	CATHOLIC WOMEN'S LEAGUE	02/25/2020-02/25/2020	\$ 400.00
30324	1	HARLEM COMMUNITY CENTER	02/15/2020-05/30/2020	\$ 4,000.00
30325	1	ROCKFORD DIOCESAN COUNCIL CATHOLIC WOMEN	03/04/2020-04/04/2020	\$ 100.00
30326	1	ROCKFORD ICEHOGS BOOSTER CLUB	02/21/2020-02/21/2020	\$ 2,000.00
30327	1	ROCKFORD ICEHOGS BOOSTER CLUB	03/06/2020-03/06/2020	\$ 2,000.00
30328	1	ROCKFORD ICEHOGS BOOSTER CLUB	03/18/2020-03/18/2020	\$ 2,000.00
30329	1	ROCKFORD ICEHOGS BOOSTER CLUB	03/24/2020-03/24/2020	\$ 2,000.00
30330	1	ROCKFORD ICEHOGS BOOSTER CLUB	03/29/2020-03/29/2020	\$ 2,000.00
30331	1	ROCKFORD ICEHOGS BOOSTER CLUB	04/03/2020-04/03/2020	\$ 2,000.00
30332	1	ROCKFORD ICEHOGS BOOSTER CLUB	04/11/2020-04/11/2020	\$ 2,000.00
30333	1	WINNEBAGO COUNTY CASA	02/14/2020-03/26/2020	\$ 4,999.99

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
30334	1	BENEFIT FOR THOMPSON FAMILY	02/23/2020-02/23/2020	\$ 4,999.00

The Following Have Requested A Class D, E, & F Limited Annual License				
LICENSE #	# OF RAFFLES	NAME OF ORGANIZATION	LICENSE DATES	AMOUNT
30335	1	AMERICAN LEGION POST #332	03/01/2020-03/01/2021	\$ 70.00
30336	1	AMERICAN LEGION POST #332	03/01/2020-03/01/2021	\$ 70.00
30337	1	ROSCOE VFW POST #2955	02/14/2020-02/14/2021	\$ 245.00
30338	1	SM & SF CLUB	02/14/2020-02/13/2021	\$ 5,000.00
30339	1	VENETIAN CLUB	04/01/2020-03/31/2021	\$ 5,000.00
30340	1	SM & SF CLUB	02/14/2020-02/13/2021	\$ 2,500.00
30341	1	VENETIAN CLUB	03/01/2020-02/28/2021	\$ 2,500.00

This concludes my report

Deputy Clerk

Kayla Hilliard

LORI GUMMOW
Winnebago County Clerk

Date

13-Feb-20

**REGULAR ADJOURNED MEETING
WINNEBAGO COUNTY BOARD
JANUARY 9, 2020**

1. Chairman Haney Called to Order the Regular Adjourned Meeting of the Winnebago County Board for Thursday, January 9, 2020 at 6:03 p.m.
2. Chairman Haney announced the following Agenda Changes: None
3. Roll Call: 20 Present. 0 Absent. (Board Members Arena, Bilich, Booker, Boomer, Butitta, Crosby, Fellars, Fiduccia, Gerl, Goral, Hoffman, Kelley, McDonald, Nabors, Redd, Salgado, Schultz, Tassoni, Webster, and Wescott were present)
4. County Board Member Gerl gave the invocation and led the Pledge of Allegiance.

AWARDS, PRESENTATIONS AND/OR PROCLAMATIONS AND PUBLIC PARTICIPATION

5. Awards - None
- Proclamations - None
- Presentations - None

PUBLIC COMMENT

6. Nancy Edwardson gave a presentation on the Baxter Road expansion project.

BOARD MEMBER CORRESPONDENCE

7. None.

CHAIRMAN'S REPORT

8. Chairman Haney spoke of a request from the Mental Health Board to make potential changes to the Board Structure.

ANNOUNCEMENTS & COMMUNICATION

9. County Clerk Gummow submitted the Items Listed Below as Correspondence which were "Placed on File" by Chairman Haney:
 - A. County Clerk Gummow submitted from the United States Nuclear Regulatory Commission the following:

- a. Federal Register / Vol. 84, No. 242 / Tuesday, December 17, 2019 / Notices
 - b. Braidwood Station, Units 1 and 2; Byron Station, Unit Nos. 1 and 2; Dresden Nuclear Power Station, Units 2 and 3; James A. Fitzpatrick Nuclear Power Plant; R.E. Ginna Nuclear Power Plant; LaSalle County Station, Units 1 and 2; Limerick Generating Station, Units 1 and 2; Nine Mile Point Nuclear Station, Units 1 and 2; Peach Bottom Atomic Power Station, Units 2 and 3; and Quad Cities Nuclear Power Station, Units 1 and 2 – Issuance of Amendments to Remove Table of Contents from Technical Specifications (EPID L-2019-LLA-0125)
 - c. Federal Register / Vol. 84, No. 250 / Tuesday, December 31, 2019 / Notices.
- B. County Clerk Gummow received from Charter Communication, locally known as Spectrum, letters regarding changes in channel lineup on or around February 4, 2020 for the following:
- a. County of Winnebago
 - b. Township of Harlem
 - c. Township of Rockton
 - d. Township of Roscoe
- C. County Clerk Gummow received from Comcast a letter regarding Xfinity TV Channel Updates.
- D. County Clerk Gummow received from the Illinois Environmental Protection Agency a Notice of Application for Permit to Manage Waste (LPC-PA16) Description of Project: Submittal of updated Landfill Gas Collection and Control System (GCCS) Design Plan for the East Expansion Unit at the Winnebago Landfill Facility.
- F. County Clerk Gummow received from Sue Goral, Winnebago County Treasurer the Monthly Report for November, 2019 Bank Balances.

CONSENT AGENDA

10. Chairman Haney entertained a motion to approve the Consent Agenda for January 9, 2020 (Raffle Report and County Board Minutes of November 26, 2019 and to layover the County Board Minutes of December 19, 2019). Board Member Fellars moved for the approval of the Consent Agenda, seconded by Board Member Bilich. The motion was approved by a unanimous vote of all members present.

COUNTY ADMINISTRATOR'S REPORT

11. Interim County Administrator Chapman requested that Chief Information Officer Getner be able to speak on department updates.

Chairman Haney announced that County Engineer Vanderwerff will be retiring and will be recognized at the next Board Meeting.

DEPARTMENT HEAD UPDATES

12. Chief Information Officer Getner gave an update on Cyber Defense Posture. Discussion by Chairman Haney and Board Members Fellars, Tassoni, and Webster. Chief Information Officer Getner announced the 5-year I.T. Cap Plan is 10.2 million.

REPORTS FROM STANDING COMMITTEES

FINANCE COMMITTEE

13. Board Member Salgado made a motion to approve Budget Amendment 2020-005 Axon Network Enhancements Laid Over from the December 19, 2019 Meeting, seconded by Board Member Gerl. Discussion by Chairman Haney, Chief Information Officer Getner, Interim County Administrator Chapman, Winnebago County Chief Deputy Karner, and Board Members Boomer, Gerl, Fellars, Arena, Salgado, and Booker. Board Member Fellars made a motion to lay over. Motion failed due to no second. Motion failed by a roll call vote of 11 yes and 9 no votes. (Board Members Arena, Boomer, Fellars, Fiduccia, Goral, Redd, Salgado, Schultz, and Webster voted no.)
14. Board Member Salgado made a motion to approve Budget Amendment 2020-006 ToughBooks Replacement Laid Over from the December 19, 2019 Meeting, seconded by Board Member McDonald. Discussion by Chief Information Officer Getner, Interim County Administrator Chapman, Winnebago County Chief Deputy Karner, and Board Members Gerl, Fellars, and Goral. Board Member Fellars made a motion to layover, seconded by Board Member Redd. Motion to layover failed by a roll call vote of 14 no and 6 yes votes. (Board Members Arena, Bilich, Boomer, Fiduccia, Gerl, Goral, Hoffman, Kelley, McDonald, Nabors, Salgado, Schultz, Tassoni, and Webster voted no.) Motion failed by a roll call vote of 11 no and 9 yes votes. (Board Members Arena, Boomer, Butitta, Fellars, Fiduccia, Goral, Nabors, Redd, Salgado, Schultz, and Webster voted no.)

Board Member Salgado announced a Finance Committee Meeting for next Thursday.

ZONING COMMITTEE

15. Board Member Webster made a motion to approve Z-14-19 A map amendment to rezone +/-7.32 acres from the RE, Rural Estate District (a sub-district of the RA District) to the RA, Rural Agricultural Residential District (a sub-district of the RA District) for the properties that are commonly known as 7908 and 7966 Manchester Road and 14640 and 14668 White School Road, South Beloit, IL 61080 in Roscoe Township, District 4, seconded by Board Member Boomer. Discussion by Zoning Officer Krup, Deputy State's Attorney Kurlinkus and Board Members Boomer, Crosby, Webster. Board Member Fellars called point of order. Further discussion by Board Members Arena, McDonald, Tassoni, Schultz, Bilich, Goral, and Deputy State's Attorney Kurlinkus. Board Member Fellars called point of order. Board Member Crosby made a motion to call the question, seconded by Board Member Kelley. Motion to call the question was approved by a unanimous vote of all members present. Motion to approve Z-14-19

was approved by a roll call vote of 15 yes and 5 no votes. (Board Members Fellars, Goral, Nabors, Schultz, and Webster voted no.)

Board Member Webster announced the next Zoning Committee meeting will be February 26, 2020. Board Member Webster commented on Zoning.

ECONOMIC DEVELOPMENT

16. Board Member Bilich made a motion to approve a Resolution Authorizing the Execution of an Intergovernmental Agreement with the Northern Illinois Land Bank Authority Regarding Initiating Petitions to Have Properties Declared Abandoned, seconded by Board Member Fellars. Discussion by Chairman Haney, State's Attorney Hite-Ross, and Board Members Bilich, Goral, Arena, and Schultz. Motion was approved by a roll call vote of 18 yes and 2 no votes. (Board Members Schultz and Webster voted no.) Discussion by Board Member Bilich.

PUBLIC WORKS

17. Board Member Tassoni made a motion to approve (20-001) Resolution of the Winnebago County Board Appointing the County Engineer, seconded by Board Member Kelley. Discussion by Board Members Tassoni and Webster. Motion was approved by a unanimous vote of all members present. Carlos Molina looks forward to working with the County as County Engineer.
18. Board Member Tassoni made a motion to approve (20-002) Resolution Authorizing the Adoption of the Updated Multi-Hazard Mitigation Plan, seconded by Board Member Kelley. Discussion by Board Members Tassoni, McDonald, and Carlos Molina. Motion was approved by a unanimous vote of all members present.

Board Member Tassoni announced the next Public Works Committee meeting will be next Tuesday.

OPERATIONS & ADMINISTRATIVE COMMITTEE

19. No Report.

PUBLIC SAFETY

20. Board Member Booker announced a Public Safety Committee meeting next Wednesday. Discussion regarding the Cannabis Ordinance by State's Attorney Hite-Ross and Board Members Fellars, Booker, and Tassoni.

PERSONNEL AND POLICY COMMITTEE

21. Board Member Fiduccia reported that in December Animal Services had 314 calls for service in Rockford, 98 for Winnebago County, 38 in Machesney Park, 39 in Rockton, 12 in Roscoe, 7 in South Beloit, 2 in Pecatonica, 1 in Winnebago, 2 in New Milford, and 4 in Cherry Valley.

Animal Services took in 114 dogs, 102 cats, and 3 rabbits. Animal Services adopted out 67 dogs, 170 cats, 2 rabbits, and 1 bird.

UNFINISHED BUSINESS

22. None.

NEW BUSINESS

23. None.
24. Chairman Haney entertained a motion to adjourn. County Board Member Webster moved to adjourn the meeting, seconded by Board Member Fellars. Motion was approved by a voice vote. The meeting was adjourned at 7:24 p.m.

Respectfully submitted,



Lori Gummow
County Clerk

ar

**REGULAR ADJOURNED MEETING
WINNEBAGO COUNTY BOARD
JANUARY 23, 2020**

1. Chairman Haney Called to Order the Regular Adjourned Meeting of the Winnebago County Board for Thursday, January 23, 2020 at 6:07 p.m.

2. Chairman Haney announced the following Agenda Changes:

Under Finance Committee

Please remove Agenda Item 6. Budget Amendment 2020-012, Architect/Engineering Services for Juvenile Detention Center Roof Replacement to be Laid Over.

Under Operations & Administrative Committee

Please remove Agenda Item 3. Resolution Awarding A & E Services for Juvenile Detention Center Roof Replacement.

Under Finance Committee

Please remove Agenda Items 10. and 11. regarding Reconsiderations will be moved to the Chairman's Report.

3. Roll Call: 20 Present. 0 Absent. (Board Members Arena, Bilich, Booker, Boomer, Butitta, Crosby, Fellars, Fiduccia, Gerl, Goral, Hoffman, Kelley, McDonald, Nabors, Redd, Salgado, Schultz, Tassoni, Webster, and Wescott were present)
4. County Board Member Goral gave the invocation and led the Pledge of Allegiance.

AWARDS, PRESENTATIONS AND/OR PROCLAMATIONS AND PUBLIC PARTICIPATION

5. Awards - None

Proclamations - Joseph A. Vanderwerff Sr., Winnebago County Engineer, Retiring from The Winnebago County Highway Department accepted a proclamation in Recognition for his many years of service with Winnebago County.

Presentations - None

PUBLIC COMMENT

6. Al Balice spoke in favor of the Cannabis Craftsman License.

Steve Lucas spoke the USGS gauge for the Kishwaukee River at Perryville.

BOARD MEMBER CORRESPONDENCE

7. Board Member Tassoni spoke of an email regarding an open house for Winnebago County Engineer Jo Vanderwerff.

CHAIRMAN'S REPORT

8. Chairman Haney spoke of two I.T. items regarding Bodycams for the Sheriff's Department and the reconsideration of the items.

ANNOUNCEMENTS & COMMUNICATION

9. County Clerk Gummow submitted the Items Listed Below as Correspondence which were "Placed on File" by Chairman Haney:
 - A. County Clerk Gummow submitted from the United States Nuclear Regulatory Commission the following:
 - a. Byron Station – Material Control and Accounting Program Inspection Report 05000454/2019412 and 05000455/2019412
 - b. Federal Register / Vol. 85, No. 4 / Tuesday, January 7, 2020 / Notices
 - c. Byron Station, Units 1 and 2 – NRC Initial License Examination REPORT 05000454/2019302; 05000455/2019302
 - d. Braidwood Station, Units 1 and 2; Byron Station, Unit Nos. 1 and 2; Calvert Cliffs Nuclear Power Plant, Units 1 and 2; Clinton Power Station, Unit No. 1; Dresden Nuclear Power Station, Units 1,2, and 3; James A. Fitzpatrick Nuclear Power Plant; LaSalle County Station, Units 1 and 2; Limerick Generating Station, Units 1 and 2; Nine Mile Point Nuclear Station, Units 1 and 2; Peach Bottom Atomic Power Station Units 1,2, and 3; Quad Cities Nuclear Power Station, Units 1 and 2; and R.E. Ginna Nuclear Power Plant – Review of Quality Assurance Program Changes (EPID L-2019-LLQ-0003)
 - e. Byron Station, Unit 1-Notification of NRC Baseline Inspection and Request for Information; Inspection Report 05000454/202001
 - f. Federal Register / Vol. 85, No. 9 / Thursday, January 14, 2020 / Notices
 - B. County Clerk Gummow received from ComEd a letter regarding their intent to perform vegetation management activities on distribution circuits in our area within the next few months.
 - C. County Clerk Gummow received from the Illinois Department of Transportation a letter certifying Carlos Molina as a qualified appointment to the County Engineer for Winnebago County.

- D. County Clerk Gummow received from Comcast regarding Xfinity TV Updates.
- E. County Clerk Gummow received from L&G Law Group LLP, a letter informing the County of the name change from Lowis & Gellen LLP to L&G Law Group LLP.
- F. County Clerk Gummow received from the Illinois Department of Corrections the 2019 Inspection Report.
- G. County Clerk Gummow received from Nancy L. McPherson, Winnebago County Recorder, the Monthly Report for December 2019.
- H. County Clerk Gummow received from Theresa Grennan, Chief Deputy Winnebago County Treasurer the Investment Report for January 2020.

CONSENT AGENDA

- 10. Chairman Haney entertained a motion to approve the Consent Agenda for January 23, 2020 (Raffle Report, Bills, and County Board Minutes of December 19, 2019 and to layover the County Board Minutes of January 9, 2020). Board Member Bilich moved for the approval of the Consent Agenda, seconded by Board Member Fellars. The motion was approved by a unanimous vote of all members present.

COUNTY ADMINISTRATOR'S REPORT

- 11. No Report.

DEPARTMENT HEAD UPDATES

- 12. None.

REPORTS FROM STANDING COMMITTEES

FINANCE COMMITTEE

- 13. Board Member Salgado read in for the first reading of Budget Amendment 2020-009, Display Cabinets to be Laid Over. Board Member Salgado made a motion to suspend the rules, seconded by Board Member Hoffman. Motion was approved by a voice vote. Board Member Salgado made motion to approve Budget Amendment 2020-009, seconded by Board Member Hoffman. Discussion by Interim County Administrator Chapman and Board Members Arena and Salgado. Motion was approved by a unanimous vote of all members present.
- 14. Board Member Salgado read in for the first reading of Budget Amendment 2020-010, Health Department Census 2020 Grant to be Laid Over. Board Member Salgado made a motion to suspend the rules, seconded by Board Member Boomer. Motion was approved by a voice vote.

Board Member Salgado made a motion to approve Budget Amendment 2020-010, seconded by Board Member Boomer. Motion was approved by a unanimous vote of all members present.

15. Board Member Salgado read in for the first reading of Budget Amendment 2020-011, County of Winnebago Census 2020 Grant to be Laid Over. Board Member Salgado made a motion to suspend the rules, seconded by Board Member Boomer. Motion was approved by voice vote. Board Member Salgado made a motion to approve Budget Amendment 2020-011, seconded by Board Member Gerl. Motion was approved by a unanimous vote of all members present.
16. Consideration of an Ordinance Authorizing the Issuance by the County of Winnebago, Illinois of General Obligation Bonds (Alternate Revenue Source) in an Aggregate Principal Amount not to Exceed \$4,000,000 for the Purpose of Constructing, Maintaining and Improving County Highways, Roads and Bridges, seconded by Board Member Webster. Discussion by Interim County Administrator Chapman, County Engineer Molina, Board Members Tassoni, Arena, Fellars, Schultz, Webster, and Goral. Motion was approved by a unanimous vote of all members present.
17. Board Member Salgado made a motion to approve a Resolution to Enter into an Intergovernmental Cooperation Agreement for Assessment Complaint Intervention and Defense, seconded by Board Member Gerl. Motion was approved by a unanimous vote of all members present.
18. Board Member Salgado made a motion to approve a Resolution Authorizing the Settlement of Pending Litigation (Bates Versus Winnebago County), seconded by Board Member Hoffman. Motion was approved by a unanimous vote of all members present.

Chairman Haney announced Interim County Administrator Chapman give an update on the Public Safety Building at an upcoming Committee Meeting.

OPERATIONS & ADMINISTRATIVE COMMITTEE

19. Board Member McDonald made a motion to approve a Resolution to Pay for Emergency Purchase for Fire Eye Maintenance, seconded by Board Member Wescott. Motion was approved by a unanimous vote of all members present.
20. Board Member McDonald made a motion to approve a Resolution to Change Hours of the County Clerk's Office on Election Day, seconded by Board Member Hoffman. Motion was approved by a unanimous vote of all members present.
21. Board Member McDonald made a motion to approve a Resolution Authorizing Placing a Binding Question on the Public Ballot Before the Electors of Winnebago County to Adopt the County Executive Form of Government in the County of Winnebago, Illinois, seconded by Board Member Fellars. Discussion by Board Members Butitta, Arena, Hoffman, and Goral. Motion failed by a no vote of 15 no and 5 yes votes. (Board Members Arena, Bilich, Boomer, Fiduccia, Gerl, Goral, Hoffman, McDonald, Nabors, Redd, Salgado, Schultz, Tassoni, Webster and Wescott voted no.)
22. Board Member McDonald made a motion to approve a Resolution Authorizing Execution of Intergovernmental Cooperation Agreement Among the County of Winnebago, Illinois, the City

of Loves Park, the Village of Machesney Park, the Village of Cherry Valley, the Village of Durand, the Village of Pecatonica, the Village of Rockton, the Village of Roscoe, the City of South Beloit and the Village of Winnebago (9-1-1 Agreement), seconded by Board Member Salgado. Discussion by Chairman Haney. Board Member McDonald made a motion to send back to the Operations & Administrative Committee, seconded by Board Member Booker. Discussion by Board Member Butitta. Motion to send back to committee was approved by a unanimous vote of all members present.

PUBLIC WORKS

23. Board Member Tassoni made a motion to approve (20-003) Resolution Authorizing the Execution of a Joint Funding Agreement with the United States Department of the Interior Geological Survey for the Operation of a Streamflow Gaging Station on the Kishwaukee River, seconded by Board Member Gerl. Discussion by County Engineer Molina and Board Members McDonald, Tassoni, Goral, and Fellars. Motion was approved by a voice vote. (Board Members Bilich and McDonald voted no.)
24. Board Member Tassoni made a motion to approve (20-004) Resolution Declaring as Surplus Highway Department Vehicles, Equipment and Authorizing Sale, seconded by Board Member Webster. Motion was approved by a unanimous vote of all members present.
25. Board Member Tassoni made a motion to approve (20-005) Resolution Authorizing the Highway Department to Lease Additional Light Duty Vehicles from Enterprise FM Trust, seconded by Board Member Webster. Discussion by County Engineer Molina and Board Member Tassoni and Fellars. Motion was approved by a unanimous vote of all members present.

PUBLIC SAFETY

26. Board Member Booker made a motion to approve a Resolution Approving Subcontractor Agreement for the Department of Justice Violence Against Women FY15 Justice for Families Grant (Rockford Sexual Assault Counseling), seconded by Fellars. Motion was approved by a unanimous vote of all members present.
27. Board Member Booker made a motion to approve a Resolution Approving Subcontractor Agreement for the Department of Justice Violence Against Women FY15 Justice for Families Grant (Remedies Renewing Lives), seconded by Board Member Goral. Board Member Butitta announced he will be abstaining from Agenda Items 3. and 4. Motion was approved by a voice vote. (Board Member Butitta abstained from vote.)
28. Board Member Booker made a motion to approve a Resolution Approving First Amendment to Subcontractor Agreement for the Domestic Violence Homicide Prevention Demonstration Initiative Phase II Grant (Remedies Renewing Lives), seconded by Board Member Salgado. Motion was approved by voice vote. (Board Member Butitta abstained from vote.)
29. Board Member Booker read in for the first reading of an Ordinance Prohibiting the Establishment of Cannabis Dispensing Organizations within Unincorporated Winnebago County to be Laid Over. Board Member Booker made a motion to suspend the rules, seconded by Board Member Goral. Discussion by State's Attorney Hite-Ross and Board Members Arena and

Boomer. Motion to suspend the rules failed by a roll call vote of 10 no and 10 yes votes. (Board Members Arena, Bilich, Boomer, Fiduccia, Hoffman, Kelley, McDonald, Nabors, Webster, and Wescott.) Chairman Haney cast the tie breaking no vote. Discussion by Board Members Webster, Fellars and Booker.

PERSONNEL AND POLICY COMMITTEE

30. Board Member Fiduccia made a motion to approve a Resolution Authorizing the Chairman of the County Board to Execute an Agreement with GovTemp USA, LLC for the Employment of Interim County Administrator Steven Chapman, seconded by Board Member Goral. Discussion by Interim County Administrator Chapman and Board Member Fellars. Motion was approved by a unanimous vote of all members present.
31. Board Member Fiduccia made a motion to approve a Resolution Authorizing Search Firm for County Administrator Position, seconded by Board Member Goral. Board Member Boomer made a motion to amend the Resolution from GovHR to Work Place, seconded by Board Member Webster. Discussion by Interim County Administrator Chapman and Board Members Webster, Butitta, Bilich, Crosby, Gerl, Wescott, Goral, Tassoni, Hoffman, Schultz, and Arena. Board Member Boomer made a motion to call the question, seconded by Board Member Kelley. Motion was approved by a voice vote. Motion to amend the Resolution was approved by a roll call vote of 19 yes and 1 no vote. (Board Member Webster voted no.) Board Member Schultz requested that Interim County Administrator Chapman make an effort to communicate to Work Place our concerns relating to the fee. Additional discussion by Board Members Gerl, Arena, and Goral. Board Member Goral made a motion to send back to the Personnel and Policy Committee, seconded by Board Member Webster. Continued discussion by Chairman Haney and Board Members Fellars, Webster, Goral, Crosby. Board Member Crosby made a motion to call the question, seconded by Board Member Boomer. Motion was approved by a voice vote. Motion to send back to Personnel and Policies Committee failed by a roll call vote of 17 no and 3 yes votes. (Board Members Arena, Bilich, Booker, Boomer, Butitta, Crosby, Fellars, Fiduccia, Gerl, Hoffman, Kelley, McDonald, Nabors, Salgado, Schultz, Tassoni, and Wescott voted no.) Discussion by Board Member Arena, Bilich, and Fiduccia. Motion to approve the amended Resolution was approved by a roll call vote of 20 yes votes.

Board Member Schultz departed at 8:07 p.m.

ZONING COMMITTEE

32. No Report.

ECONOMIC DEVELOPMENT

33. No Report.

UNFINISHED BUSINESS

34. Chairman Haney spoke of two I.T. Items regarding to public safety.

Board Member Gerl urges to bring the two I.T. Items forward and find an alternative funding source.

NEW BUSINESS

35. Chairman Haney read in for the first reading of the Appointment listed below, to be Laid Over. County Board Member Wescott made a motion to suspend the rules to approve the appointments, as listed below, seconded by Board Member Goral. Motion to suspend the rules was approved by a voice vote. (Board Member Schultz was absent.) County Board Member Webster moved for the approval of the appointment, seconded by Goral. Motion was approved by a voice vote. (Board Member Schultz was absent.)

Appointment(s):

North Park Public Water District

Keli Freedlund

January 2020- April 2021, Yearly Stipend of \$1,200

Rockton, IL

36. Chairman Haney entertained a motion to go into Closed Session to discuss Opioid Litigation. Board Member Hoffman made a motion to close the meeting pursuant to the provisions of Section 2C-11 of the Illinois Open Meeting Act 5ILCS 20/2C-11, seconded by Board Member Fellars. The motion was approved by a voice vote. The Meeting closed at 8:10 p.m. No action was taken.
37. Chairman Haney entertained a motion to adjourn. County Board Member Bilich moved to adjourn the meeting, seconded by Board Member Butitta. Motion was approved by a voice vote. (Board Member Schultz was absent.) The meeting was adjourned at 8:20 p.m.

Respectfully submitted,



Lori Gummow
County Clerk

ar

ADMINISTRATOR'S REPORT

DEPARTMENT HEAD UPDATES

NEW BUSINESS

MARY ANN ABATE, MS, LSW

SUMMARY: Mental Health Professional with nearly 35 years' experience in Community Mental Health

PROFESSIONAL EXPERIENCE

LICENSED SOCIAL WORKER: State of Illinois License No. 150-003350

Chairwoman of Winnebago County Mental Health Community Coordinating Council; Member of Community Mental Health Task Force (which oversees Winnebago County Mental Health Court); Member of Continuity of Care Committee for State of Illinois Department of Mental Health Region II; Member of the Illinois Mental Health Court Association.

ROSECRANCE HEALTH NETWORK

VICE PRESIDENT PUBLIC POLICY

Feb. 2014 to present

VICE PRESIDENT COMMUNITY MENTAL HEALTH

Jan. 2011-Feb. 2014

JANET WATTLES CENTER

May 2007- Jan. 2011

DIRECTOR

Responsible for directing adult clinical programs, including Center's policy and procedures. Regular job duties included, monitoring Center compliance, ethics, and productivity, budgets, and consumer/staff grievances.

ASSOCIATE DIRECTOR FOR ACCESS/EMERGENCY SERVICES

May 1982-May 2007

Supervised clinical team that provided 24-hour emergency services to clients in psychiatric crisis. Regular job duties included:

THERAPEUTIC INTERVENTION PROGRAM

Jan. 2005-2008

(TIP MENTAL HEALTH COURT)

Worked with Chief Judge of 17th Judicial Circuit Court and local law enforcement officials to launch a pioneering Mental Health Court that was one of the first of its kind to divert non-violent offenders away from jail and into mental health treatment. The court dramatically reduced the annual number of days of incarceration for persons with serious mental illness. The TIP Program Court's success earned a competitive Federal Grant through the Department of Health and Human Services.

ROSECRANCE SUBSTANCE ABUSE RESIDENTIAL CENTER INTERNSHIP *Jan. 2002-2003*

Co-Facilitated Groups for individuals diagnosed with mental illness and substance abuse (MISA) at Janet Wattles Center.

ROCKFORD MEMORIAL HOSPITAL EMPLOYEE ASSISTANCE PROGRAM *Mar. 1990 - May 1990*

Provided Assessment, counseling and referrals for individuals enrolled in the EAP Program.

JANET WATTLES CENTER LICENSED SOCIAL WORKER

July 1970- Dec. 1975

Provided in-home, emergency room, and Clinic-based crisis intervention services for individuals in psychiatric crisis, include: case management, medication monitoring, and counseling. Instrumental in implementing Janet Wattles Center's first 24-hour Emergency Service for individuals in psychiatric crisis, and developing mental health training for local law enforcement. Provided counseling in Pecatonica and Belvidere, Illinois where no mental health care was available at that time.

COMMUNITY ACTIVITIES

EASTER SEAL CHILDREN'S DEVELOPMENT CENTER: Past Board President; 9-Year Member, Board of Directors

SOURCE: Past Board President; 4-Year Member, Board of Directors

JUNIOR LEAGUE: Rockford, IL and Milwaukee, WI

DIOCESE OF ROCKFORD: Intervention Committee Member

ROCKFORD HOMELESS TASK FORCE: Board Member

CARRIE LYNN CENTER: Board Member

ILLINOIS MENTAL HEALTH ADVISORY BOARD: Member

NATIONAL ALLIANCE ON MENTAL ILLNESS: Member 2011 to present

ILLINOIS COMMUNITY HEALTH WORKER ADVISORY BOARD: January 2015

AWARDS/HONORS

JANET WATTLES CENTER, ROCKFORD ILLINOIS

Award for 28 Years of exemplary Service (2011)

Excellence award (2002)

Distinguished Service Award (1999)

Exemplary Service Award (1998)

Distinguished Service Award for Outstanding Effort in Serving the Community's Vulnerable Citizens (1998)

ROCKFORD MAGAZINE

Rockford Woman of the Year 2012

EDUCATION

Southern New Hampshire University: MS in community Mental Health *January 2004*

Earned Graduate Certificate in Clinical Services to individuals with co-occurring substance abuse and psychiatric disabilities (May 2003)

Edgewood College (Madison, WI): Bachelor of Science
Sociology major, psychology minor

May 1970

Linda M. Sandquist

Education

Rockford University, Rockford, IL

Bachelor of Science | Economics with an emphasis in public policy | May 1985

Experience

Vice President | August 2013 - Present

United Way of Rock River Valley, Rockford, IL

- Lead United Way in creating measureable collective impact in the Rock River Valley, including spearheading the development and execution of a three-year strategic plan and a system of monitoring and accounting for success
- Supervise organization's resource development process, including management of campaign, major gifts, and labor liaison staff
- Manage and maintain personal relationships with donors, both individual and corporate
- Oversee United Way's community investments including grant allocation procedures and United Way programs and initiatives and analyzing outcomes and continuous improvement opportunities
- Oversee marketing and communications staff

Director of Community Engagement | November 2005 – August 2013

Community Foundation of Northern Illinois, Rockford, IL

- Created and executed all marketing and communication activities
- Managed grant-making process of multi-million dollar grant funds
- Pioneered and implemented the Community Foundation's Rock the Air Scholarship Fund, resulting in \$1 million in pledges from individuals and corporate partners

Community Service

- Alignment Rockford: Member of the Operating Board and Former Chair of the Healthy Starts committee
- Early Learning Council of the Rockford Area: President of the Executive Board and Member of the full Early Learning Council
- Rockford Day Nursery: Former President, Secretary, and Member of the Board of Directors
- Rockford MELD: Former President, Vice President and Member of the Board of Directors
- Rockford University: Member of the Board of Trustees
- *Rockford Register Star*: Former Community Member of the Editorial Board

Terry A. Giardini Psy. D

Education.

Bachelor of Science. Northern Illinois University 1980. Major- Special Education. Minor- Psychology.

Master's in Education. National Louis University 1993

Doctorate in Clinical Psychology. California Southern University 2005.

Certificates in: FEMA, Illicit Drug Use, Gang Behaviors, and clinical hours in Forensic Psychology.

Experience.

35 years teaching experience as a Special Education teacher. Which included: Teaching the Physically Handicapped, Mentally Impaired, Behavior Disorder, and Emotionally Disturbed.

Four years' experience, working in a free standing psych hospital, where I ran group therapy for adolescents and adults. Trained "On Call" evaluator/therapist. This Included, going to Emergency Rooms to evaluate those having psychiatric challenges.

Adjunct Professor at Upper Iowa University. Classes include but limited to: Leadership In The Workplace. Group Dynamics. Drugs, Society and Human Behavior.

40 plus observational hours in autopsy review, with Dr. Larry Blum, Certified Forensic Pathologist. Assisted the late Dr. Clyde Snow (Forensic Anthropologist), on a murder case and recently, assisted the county sheriff's department on a cold case (murder).

2014- To date. Winnebago County Deferred Prosecution Panel. This includes, hearing low level felonies and misdemeanor cases from the accused/defendants and rendering a decision for recommending probation or proceeding to prosecution. Certified Hostage/Crisis Negotiator for Winnebago County Sheriff's Dept.

Outside Activities.

Certified IHSA/NCAA Wrestling Official, for 43 years.

I have officiated the Mid-American Conference for 5 years, Big Ten for 7 years, The Midlands Championships 22 years, 4x Nationals for Division 2 and 3, the National Duals, and several NCAA national qualifiers at all three divisions including NJCAA qualifiers and nationals.

Rhythm guitar player, in a classic rock band for 27 years.

Richard F. Kunnert

Education

Loras College, Dubuque, Iowa, B.A., 1958
Western Illinois University, M.S. Ed., Macomb, Ill. 1964

Work History

Wahlert High School, Dubuque, Iowa, Teacher, 1961- 1963
Crown High School, Carpentersville, Illinois, Guidance Counselor, 1964 - 1966
Illinois Department of Mental Health - Singer Mental Health & Developmental Center 1966-1996
Psychiatric Rehabilitation Counselor/Supervisor 1966-1971
Assistant Regional Administrator for Mental Health Programs 1971-1985
Facility Director, Singer Mental Health & Developmental Center 1985-1996
Facility Director/Network Manager 1994-1996
Coordinator, Rockford Pilot Project, Systems Change Grant, Illinois Department of Human Services 2002-2004
Consultant/Facilitator on Mental Health & Human Service Issues 1996-
Certified Facilitator of Lead Like Jesus Encounters, 2004 -
Certified Facilitator of Catholic Vision for Leading Like Jesus Encounters 2008 -
Master Trainer Designation Lead Like Jesus Encounters – 2011

Community/ Church Involvement

Rockford Diocesan Victim Assistance Coordinator, 1987- 2008
Chairman, Mayor's Task Force on the Homeless, 1987- 2005
Member, Advisory Board of Jubilee Center, Shelter Care Ministries, 1988- 2006
Trustee, Rockford Community Foundation, 1991-2000
Chairman, Steering Committee Rockford Healthy Community Initiative, 1997- 1999
Member, National Alliance for the Mentally Ill- Illinois Board, 1997- 2003
Member, Statewide Advisory Committee, Illinois Office of Mental Health, 1997- 2004
Member Holy Family Church Traditional Choir 1999-
Eucharistic Minister to the Homebound, Holy Family Church 2000- 2009
Co-Chair, Statewide Advisory Committee, Illinois Office of Mental Health, 2002-2004
United Way Volunteer 61104 Collaborative 1999-2010
President, Mental Health Assn. Rock River Valley, 2002- 2015
Certified Facilitator of Lead Like Jesus Encounters, 2004 -
Commissioner, Winnebago County Crime Commission, 2007- 2009
Fellow and Board Member, Yeshua Catholic International Leadership Institute 2008-
Volunteer, Lutheran Social Services of Illinois' Prison & Family Ministry Project, 2006 -
Member of the Rockford Early Learning Council, 2008- 2011

Member of the Winnebago County Mental Health Advisory Committee 2012-2018

Awards

Distinguished Professional Service Award, Sinnissippi Mental Health Center, Dixon, Illinois, 1986
Community Service Award, Janet Wattles Mental Health, 1991
Robert Young Center for Community Mental Health Achievement Award, Rock Island, Illinois, 1991
Thomas R. Tourlentes Service Award, Spoon River Mental Health Center, Galesburg, Illinois, 1992
O.A. Hanke Award for Lifetime Achievement in Mental Health Programming, Sinnissippi Centers, Dixon, Ill., 1994
Claire Sprague Humanitarian of the Year Award, GROW in America, Champaign, Illinois, 1996
Mental Health Person of the Year, Mental Health Assn. Of Illinois, Chicago, Illinois, 1997
Community Service Award, Ben Gordon Mental Health Center, DeKalb, Ill., 1998
Community Service Award, NAMI-III, Springfield, Ill., 1999
Community Service Award, Janet Wattles Center, Rockford, Ill, 1999
Volunteer of the Year Award, United Way of the Rock River Valley, Rockford, Ill., 2000
Public Health Achievement Award, Winnebago County Health Department, Rockford, Ill., 2000
Crusader Clinic's Spirit of Caring Award, Rockford, Ill., 2000
Public Citizen of the Year 2002, Jane Addams District of NASW, Rockford, Ill
Award for Leadership Excellence, Illinois Department of Human Service, Division of Mental Health, Springfield, Il, 2005
Rockford Register Star Excalibur Community Service Award recipient, 2008
Rotary International, Rockford Club, Service Above Self Award, 2009
The Haitian Project Volunteer's Award, Volunteer of the Year 2011
Public Citizen of the Year, Jane Addams District, NASW, Illinois Chapter, 2012
Servant Leader Award, Lead Like Jesus, Inc, Atlanta, Ga., 2013
Hero of the Homeless Award, Rockford, IL 2014

Personal:

Family: Married to Nancy Clark Kunnert. We have three adult children, Daniel, Beth Ann and Laura.

Hobbies: Reading, Tennis, Boating, and Travel.

RFK
2.7.2020

Danielle Angileri

SUMMARY

I am driven to inspire others to learn, grow and stand resilient. I have the patience and supportive skills to help guide individuals in problem-solving, being understanding, and attaining goals. I am comfortable working autonomously or in a group setting. I have the passion to assist others to strive, especially the youth of our world.

EXPERIENCE

Executive Director

The National Alliance on Mental Illness (NAMI) Northern Illinois

June 2016–Present

Rockford, Illinois

As the Executive Director I manage the office workload by fielding phone calls and emails from individuals and families impacted by mental illness. I perform clerical work necessary to keep the organization forward moving. I maintain volunteer management, event planning, marketing, membership, support, education, fundraising, and community outreach. I advocate for individuals living with mental illnesses and support their loved ones.

Customer Service/Assembly

Special-T Engraving

August 2011-June 2016

Rockford, Illinois

Assembled/designed awards, performed customer service, data entry, utilized my organizational skills and cleaned the business as needed.

Caregiver

University of Wisconsin Milwaukee- Children's Learning Center

January 2014–July 2015

Milwaukee, Wisconsin

Guided, strengthened, and taught children developmental skills through play and reinforcement; Operated diligently with co-workers to establish balance, harmony, equality, and safety in the classroom; documented daily records on the children; assisted in training new staff members; maintained open communication with parents and children; led recreational activities; completed several child development and diversity in-services.

Child Care

YMCA of Rock River Valley, Inc.

February 2011–December 2013

Rockford, Illinois

Acted as a positive role model and guide for children; instructed and supervised activities; ensured a safe environment; assisted children with problem solving and coping skills; created an environment for the children to be themselves

COMMUNITY ACTIVITIES

Winnebago County Opioid Task Force: Member

Mayor's Domestic Violence Task Force: Member

Family Peace Center Community Outreach, Social Media & Service Delivery Groups: Member

Northern Illinois Nonprofit Center of Excellence- Children's Mental Health System of Care Steering Committee: Member

Trauma Informed Community: Member

IGNITE Young Professionals: Member

Stepping Stones of Rockford Event Planning: Member

AWARDS/HONORS

Rockford Register Star
People to Watch (2019)

Winnebago County Board
Chairman's Service Excellence Award (2019)

Rockford Chamber of Commerce
40 Leaders Under 40 (2019)

VOLUNTEER ACTIVITIES

NAMI Northern Illinois
Community Outreach (2016-Present)

Mother House Crisis Nursery
Volunteer caregiver/Art therapy (2012)

United Way
Paperwork (2011)

EDUCATION

University of Wisconsin-Milwaukee
Bachelor of Arts (B.A.), Psychology (2015)

Rock Valley College
Associate of Arts (2013)

JULIE M. MORRIS, Ed.D.

ADMINISTRATIVE EXPERIENCE

Harlem Consolidated School District #122, Machesney Park, IL ***Superintendent, 2007-present***

Chief executive and administrative officer of the Board of Education responsible for:

- Leadership and District Culture of Equity
- Policy and Governance
- Communications and Community Relations
- Organizational Management
- Curriculum Planning and Development
- Instructional Leadership
- Human Resources Management
- Values and Ethics of Leadership
- Labor Relations

Assistant Superintendent for Instructional Services, 2004 - 2007

- **Curriculum and Instruction**

Direct and Coordinate:

- District Educational Programs Pre-K through Grade 12
- Implementation of District-wide Curriculum Mapping
- Implementation of District-wide Diversity/Climate of Respect Programming
Certified trainer for Ruby Payne's Frameworks for Understanding Poverty
- District Entitlement and Competitive Grants
Restructured Title I Entitlements for Six Elementary Schools
- District-Wide Assessment and NCLB Compliance
Facilitate School Improvement Plans/District Improvement Plans
Facilitated Study of High School Block Schedule
- District-wide Literacy Services Expansion for Pre-K through Grade 12
- Expansion of District-wide Mentoring and Induction Program
- District-Wide Professional Development Programming
- Aurora Cohort for Education Administration Program

Coordinate with Technology Director

- Implemented ThinkLink Periodic Assessment Program

Coordinate with Special Education Director

- Restructured Special Education Delivery Services grades K-6
- Instituted Response to Intervention Teams in Elementary and Middle Schools

- **District Level**

- Acting Superintendent when Superintendent is out of the District
- Supervision and Evaluation of Five Elementary School Principals
- Supervision and Evaluation of District Grant Writer
- Supervision and Evaluation of Program Coordinators

- Homeless, ELL, Mentoring/Induction, Title I, Literacy Programs
- Supervision and Evaluation of Non-Certified Administrative Assistants
- District Safety Coordinator
- District Compliance Officer
- Attend all School Board Open and Closed Meetings
- Board Curriculum Cabinet Advisory Committee Chair
- Board Policy Committee Member
- Strategic Planning Facilitation Team Leader/Trained in Cambridge Model
- Directing District/Community Needs Assessment
- Direct and Oversee Student and Staff Travel
- Coordinate District Calendar
- **Financial**
 - Work Closely With Business Manager and Superintendent on District Budget Planning and Implementation
 - Budget Planning Work Sessions with School Board
 - Business Services Financial Meetings
 - Recommendations related to programming and safety planning
 - Quarterly Budget Review Meetings
 - Fund Balance Review
- **Human Resources**
 - Coordinate with Human Resources Administrative/Certified/Non-Certified Hiring
 - Contract Negotiations with Certified and Non-Certified Staff

Hononegah Community High School District #207, Rockton, IL

Associate Principal, 2001 - 2004

- School Improvement Plan Coordinator
- NCA Coordinator
- Diversity Training Coordinator
- Hononegah Technology Plan Steering Committee Member
- Teacher Evaluator
- Student Discipline and Attendance
- Master Schedule Builder
- PSAE, EXPLORE, and PLAN Test Administrator

Assistant Principal for Curriculum, 1999 - 2001

- Guidance and Career Planning Director
- Student Support Services Director
- PSAE, EXPLORE, and PLAN Test Administrator
- Master Schedule Builder
- Hononegah District Newsletter Editor
- Teacher Evaluator

Assistant Principal, 1996 - 1999

- Student Activities Director
- Renaissance Committee Chairperson
- ADA, School Report Card, Fall Housing, and End-of-Year State Reports
- Teacher Evaluator
- Student Discipline and Attendance

Aurora East High School District #131, Aurora, IL

Assistant Principal, 1994 - 1996

- Building and Grounds Supervisor
- Multidisciplinary Team Leader
- Master Schedule Builder
- Teacher Evaluator
- Student Discipline and Attendance
- IGAP Test Coordinator

TEACHING EXPERIENCE

Aurora East School District #131, Aurora, Illinois

High School Home Economics/Foods Instructor

Summer Pre-School Teacher, 1993-1994

- Responsible for teaching all levels of Foods at the High School and for teaching summer school pre-school for the District.

Freeport School District #145, Freeport, Illinois

High School Vocational Child Care Teacher and Pre-School Director, 1988-1993

- Responsible for teaching and directing the Stephenson County area Child Care Vocational program which included students from Freeport High School and area schools.
- Department chairperson for four years.

EDUCATION

Ed.D. Education Administration, Northern Illinois University, 2002

Dissertation Title: National Initiatives in Alternative Teacher Certification: Advantages and Disadvantages of Alternative Instructional Licensure

M.S. Education Administration, Northern Illinois University, 1993

B.S. Home Economics Education, University of Wisconsin-Stout, 1987

PROFESSIONAL ACTIVITIES

YWCA Board member

Discovery Center Board member

CEANCI Vocational Consortium, Chair

Mentoring Committee, Co-Chair
Discipline and Safe Schools Committee, Co-Chair

PROFESSIONAL MEMBERSHIPS

Illinois Association of School Administrators,
Association of Supervision and Curriculum Development, Member
National Staff Development Council, Past Member
Illinois Principal Association, Past Member
Illinois Women Administrators, Past Member
Phi Delta Kappa, Member

PROFESSIONAL PRESENTATIONS

Aurora University Adjunct Teacher. 2006 and 2020
National Summit for Courageous Conversations About Race Presenter, October 2017, Title:
National Summit for Courageous Conversations About Race Presenter, September 2016, Title: Building
Equity While White: Cultivating Color Consciousness in Predominantly White Schools.
Evanston Elementary School District Presenter, November 2016, Title: Building Consciousness Through an
Equity Lens
DuPage County Teacher Institute Day Presenter, March 2017, Title: Building Consciousness Through an
Equity Lens
Rockford Park District Diversity Committee Presenter, April 2015, Title: High Expectations for All
Northern Illinois University Teacher Training classes guest speaker
Northern Illinois University Administrator Training classes, guest presenter
Rockford College Teacher Training class, guest presenter

HONORS

Harlem School District named Illinois Safe Schools Alliance Allie of the Year, 2016
YWCA Racial Justice Award Recipient, 2015
Harlem High School Pride Award Recipient
Illinois Those Who Excel, School Administrator
Illinois Those Who Excel, Team—Homebound Instruction Program
Chosen to represent Freeport School District in the Freeport Community Leadership Institute

Wendy L. Larson Bennett

Admitted to practice of law:

State of Illinois	1991
7 th Circuit, Federal Court, Northern District	1992
Capital Litigation Trial Bar	2005

Education:

Juris Doctor	
Northern Illinois University, DeKalb, IL	1991
*Cum Laude	
Graduate Studies in Social Work	
University of Illinois at Rockford, IL	1982-83
*18 credit hours	
Graduate Studies in Elementary Education	
Indiana University, Bloomington, IN	1976-77
*12 credit hours	
Bachelors of Arts, English/ Secondary Education	
Minor: Teaching English as a Second Language	
University of Illinois, Urbana-Champaign, IL	1974

Legal experience:

Assistant State's Attorney	
Winnebago County, Rockford, IL	1995-2019
*Supervisor, Juvenile Division	1997-1999
*First Chair Trial Team	1999-2019
Illinois Death Penalty Qualified	2005
*Carrie Lynn Children's Center	1999-2019
legal advisor	
Attorney at Law in private practice	1991-1995
*Conflicts attorney for	
Winnebago County Juvenile Court	

Training/teaching experience:

University of Illinois, Advanced DUI Training	2007-2008
-Advisory Board Member	2008-2010
CASA Advocate Training	1997-2012
In-house continuing education trainer	2010-2019

in Winnebago County State's Attorney's Office

Personal background:

Family:

Married to Roderick A. Bennett

2004

President, Bennett Construction, Inc., Pecatonica, IL/ Rockford, IL
-commercial/industrial, Union building contractor

Children:

Meredith Larson, JD/MPH Georgetown University School of Law/ Johns
Hopkins Bloomberg School of Public Health, Attorney at law, Baker Donelson
Washington DC, Baltimore, MD

Brooke Larson, MBA Kellogg School of Management, Northwestern
University, Principal, Avantis Partners, Elk Grove Village, IL

Significant contributions:

Board Member, Treasurer, Children's Advocacy Center, Inc.

Elected, School Board Member, Prairie Hill School District, South Beloit, IL
Junior League of Rockford, Board of Directors

Family Advocate, Board of Directors

Children's Home and Aid Society, Board of Directors and past President

CASA volunteer and trainer

Rock River Valley Council of Girl Scouts, leader

Unitarian Universalist Church of Rockford, Board of Directors, past President

Other work experience:

Field Director, Rock River Valley Council of Girl Scouts

Director of Admissions, Rockford Business College

Teacher (substitute), Chicago and Rockford Public Schools

Insurance Agent, Aetna Life Insurance

Permissions Editor, PHI DELTA KAPPAN, Journal of Higher Education

Reporter for The Hitching Post, Roscoe, IL covering local government

FINANCE COMMITTEE

2020 Fiscal Year

Finance: February 6, 2020

Lay Over: February 13, 2020

Sponsored by:

Final Vote: February 27, 2020

Jaime Salgado, Finance Committee Chairman

2020 CO**TO: THE HONORABLE 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, 2020 and recommends its adoption.

ORDINANCE

WHEREAS, the Winnebago County Board adopted the “Annual Budget and Appropriation Ordinance” for the fiscal year ending September 30, 2020 at its September 26, 2019 meeting; and,

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

NOW, THEREFORE, BE IT ORDAINED, that the County Board deems that pursuant to the provisions as set forth in 55ILCS 5/6-1003(2014), certain conditions have occurred in connection with the operations of the County which are deemed to be immediate emergencies; therefore the following increases are hereby authorized.

2020-014 Misc County/Sheriff’s Department

Reason: Transfer from Misc County Capital Lease payments to Sheriff’s Department Data Processing Equipment to reflect reduced capital lease costs for the Star Com Radios in the General Fund due to allocation of costs to other funds and increase capital in the Sheriff’s Department to fund partial infrastructure improvements for the Axon Project and replacement of Tough Books computers.

Alternative: N/A

Impact to fiscal year 2020 budget: None

Revenue Source: N/A

<u>Acct Description</u>	<u>Org</u>	<u>Obj</u>	<u>Pri</u>	<u>Debit (Credit)</u>
Capital Lease Payment	13500	45110		(89,000)
Data Processing Equipment	24000	46586		89,000

Total Adjustment: **\$0**

(AGREE)

Respectfully Submitted,
FINANCE COMMITTEE
(DISAGREE)

JAIME SALGADO,
FINANCE CHAIRMAN

JAIME SALGADO,
FINANCE CHAIRMAN

DAVID FIDUCCIA

DAVID FIDUCCIA

JOE HOFFMAN

JOE HOFFMAN

BURT GERL

BURT GERL

DAVID BOOMER

DAVID BOOMER

STEVE SCHULTZ

STEVE SCHULTZ

KEITH McDONALD

KEITH McDONALD

The above and foregoing Ordinance was adopted by the County Board of the County of Winnebago, Illinois this ____ day of _____ 2020.

ATTESTED BY:

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

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

2020-CO

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

Your Finance Committee presents **AN ORDINANCE TO ABATE THE 2010C
WINNEBAGO COUNTY ALTERNATE BOND PROPERTY TAX LEVY
FOR THE YEAR 2019** and recommends its adoption.

(AGREE)

JAIME SALGADO,
FINANCE CHAIRMAN

DAVID FIDUCCIA

JOE HOFFMAN

BURT GERL

DAVID BOOMER

STEVE SCHULTZ

KEITH McDONALD

Respectfully Submitted,
FINANCE COMMITTEE

(DISAGREE)

JAIME SALGADO,
FINANCE CHAIRMAN

DAVID FIDUCCIA

JOE HOFFMAN

BURT GERL

DAVID BOOMER

STEVE SCHULTZ

KEITH McDONALD

Submitted by: Finance Committee

2020-CO

**AN ORDINANCE TO ABATE THE 2010C WINNEBAGO COUNTY
ALTERNATE BOND PROPERTY TAX LEVY FOR THE YEAR 2019**

WHEREAS, on July 22, 2010 the County Board of the County of Winnebago, Illinois passed Ordinance No. 2010-CO-59 (hereinafter referred to as "Alternate Bond Ordinance") which gave the County the authority to sell Alternate Bonds for the purpose of buying real property and paying the expenses associated with certain renovation/remodeling of the building; and,

WHEREAS, on September 16, 2010 the County of Winnebago, pursuant to the Alternate Bond Ordinance, sold Alternate Bonds having an aggregate face value of \$4,000,000; and,

WHEREAS, the Alternate Bond Ordinance provides the principal and interest payments on the aforementioned Alternate Bonds shall be made from lease revenues from the Health Department and Quarter Cent Sales Tax; and,

WHEREAS, Section 20 of the Alternate Bond Ordinance provides the County shall also levy an annual Property Tax in an amount sufficient to make the principal and interest payments on the outstanding Alternate Bonds as such payments become due, for each year in which any of the aforementioned Bonds are outstanding; and,

WHEREAS, in Section 20 of the Alternate Bond Ordinance the County ordained to levy a 2019 Property Tax sufficient to produce the sum of \$314,669 (the amount needed to make all principal and interest payments on the outstanding Alternate Bonds through December 30, 2020); and,

WHEREAS, Section 22 of the Alternate Bond Ordinance provides, that the County Treasurer shall deposit Pledged Revenues into the Pledged Revenues subaccount of the Bond Fund in an amount necessary to provide for the payment of interest and principal coming due on the Series 2010C Bonds in the following year and upon the deposit of such monies for such year, the County may abate the Alternate Bond Property Tax Levy for that year; and,

WHEREAS, there is \$314,669 in the aforesaid Pledged Revenues Subaccount to fully make all principal and interest payments on the aforementioned outstanding Alternate Bond Fund through December 30, 2020; and,

WHEREAS, pursuant to the terms of the Alternate Bond Ordinance it is no longer necessary for the County to levy a 2010C Alternate Bond Property Tax for the 2019 tax year; and,

WHEREAS, it is in the best interest of the people of the County of Winnebago, Illinois that the 2010C Alternate Bond Property Tax Levy be abated in the total amount of \$314,669.

NOW, THEREFORE, BE IT ORDAINED, by the County Board of the County of Winnebago, Illinois, that the 2010C Alternate Bond Property Tax Levy for the 2019 tax year in the amount of \$314,669 is hereby abated in its entirety.

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

BE IT FURTHER ORDAINED, that the Clerk of the County Board is hereby authorized and directed to file a certified copy of this tax abatement Ordinance in the office of the Winnebago County Clerk.

The above and foregoing Ordinance was adopted by the County Board of the County of Winnebago, Illinois this ____ day of _____ 2020.

FRANK HANEY
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

2020-CO

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

Your Finance Committee presents **AN ORDINANCE TO ABATE THE 2012C
STATE INCOME TAX ALTERNATE BOND PROPERTY TAX LEVY FOR
THE YEAR 2019** and recommends its adoption.

(AGREE)

Respectfully Submitted,
FINANCE COMMITTEE

(DISAGREE)

JAIME SALGADO,
FINANCE CHAIRMAN

JAIME SALGADO,
FINANCE CHAIRMAN

DAVID FIDUCCIA

DAVID FIDUCCIA

JOE HOFFMAN

JOE HOFFMAN

BURT GERL

BURT GERL

DAVID BOOMER

DAVID BOOMER

STEVE SCHULTZ

STEVE SCHULTZ

KEITH McDONALD

KEITH McDONALD

Submitted by: Finance Committee

2020-CO

**AN ORDINANCE TO ABATE THE 2012C STATE INCOME TAX
ALTERNATE BOND PROPERTY TAX LEVY FOR THE YEAR 2019**

WHEREAS, on June 12, 2003 the County Board of the County of Winnebago passed Ordinance No. 2003-CO-54 which gave the County of Winnebago the authority to sell Alternative Bonds in an amount not to exceed \$1,340,000 for the purpose of capital improvements to certain County owned buildings; and,

WHEREAS, on August 14, 2003 the County Board of the County of Winnebago passed Ordinance No. 2003 CO 85 which the Board ordained to issue \$1,340,000; and,

WHEREAS, on February 23, 2006 the County Board of the County of Winnebago passed Ordinance No. 2006-CO-20 which gave the County of Winnebago the authority to sell Alternate Bonds in an amount not to exceed \$3,500,000 to raise money for the purpose of defraying the cost of capital improvements to certain County buildings; and,

WHEREAS, on April 27, 2006 the County Board of the County of Winnebago passed Ordinance No. 2006-CO-58 (hereinafter referred to as "Alternate Bond Ordinance") which the Board ordained to issue \$3,500,000 in Alternate Bonds authorized in 2006-CO-20; and,

WHEREAS, on April 26, 2012 the County Board of the County of Winnebago adopted Ordinance No. 2012-CO-031, which provides for the issuance and sale of \$3,285,000 General Obligation Refunding Bonds, Series 2012C to refund all of the \$710,000 Outstanding Bonds of Series 2003D and a portion of the \$2,800,000 Outstanding Bonds of Series 2012C; and,

WHEREAS, the Alternate Bond Ordinance provides that the principal and interest payments on the aforesaid Alternate Bonds shall be made from State Income Tax Dollars (Pledged Revenues), which have been pledged towards the payment of the Bonds; and,

WHEREAS, the Alternate Bond Ordinance provides the County shall also levy an annual 2012C State Income Tax Alternate Bond Property Tax in an amount sufficient to make the principal and interest payments on the outstanding Alternate Bonds as such payments become due for each year in which any of the Bonds are outstanding; and,

WHEREAS, the County ordained to levy a 2019 2012C State Income Tax Alternate Bond Property Tax sufficient to produce the sum of \$272,650 the amount needed to make all principal and interest payments on the outstanding Alternate Bonds through December 30, 2020); and,

WHEREAS, the Alternate Bond Ordinance authorizes the County Board to abate each annual 2012C State Income Alternate Bond Tax Levy provided there are sufficient funds on deposit in the Pledge Revenues Subaccount of the Principal and Interest Account of the 2012C State Income Alternate Bond Fund to fully pay the Alternate Bond Debt Service otherwise payable from each such Tax Levy; and,

WHEREAS, there is presently \$272,650 in the aforesaid Pledged Revenues Subaccount, which is sufficient to fully make all principal and interest payments on the aforementioned outstanding Alternate Bonds through December 30, 2020; and,

WHEREAS, pursuant to the terms of the Alternate Bond Ordinance, it is no longer necessary for the County to levy a 2012C State Income Tax Alternate Bond Property Tax for the 2019 tax year.

NOW, THEREFORE, BE IT ORDAINED, by the County Board for the County of Winnebago, Illinois that the 2012C State Income Tax Alternate Bond Property Tax Levy in the amount of \$272,650 for the tax year 2019 is hereby abated in its entirety.

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

BE IT FURTHER ORDAINED, that the Clerk of the County Board is hereby authorized and directed to file a certified copy of this tax abatement Ordinance in the office of the Winnebago County Clerk.

The above and foregoing Ordinance was adopted by the County Board of the County of Winnebago, Illinois this ____ day of _____ 2020.

FRANK HANEY
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

2020-CO

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

Your Finance Committee presents **AN ORDINANCE TO ABATE THE FEDERAL
AID MATCHING TAX AND MOTOR FUEL TAX ALTERNATE BOND
(2012D SERIES) PROPERTY TAX LEVY FOR THE YEAR 2019** and
recommends its adoption.

(AGREE)

JAIME SALGADO,
FINANCE CHAIRMAN

DAVID FIDUCCIA

JOE HOFFMAN

BURT GERL

DAVID BOOMER

STEVE SCHULTZ

KEITH McDONALD

Respectfully Submitted,
FINANCE COMMITTEE

(DISAGREE)

JAIME SALGADO,
FINANCE CHAIRMAN

DAVID FIDUCCIA

JOE HOFFMAN

BURT GERL

DAVID BOOMER

STEVE SCHULTZ

KEITH McDONALD

Submitted by: Finance Committee

2020-CO

**AN ORDINANCE TO ABATE THE FEDERAL AID MATCHING TAX
AND MOTOR FUEL TAX ALTERNATE BOND (2012D SERIES)
PROPERTY TAX LEVY FOR THE YEAR 2019**

WHEREAS, on July 22, 2004 the County Board for the County of Winnebago, Illinois passed Ordinance No. 04CO-74 which gave the County of Winnebago the authority to sell Alternate Bonds in an amount not to exceed \$28,000,000 to raise money for the purpose of paying the expenses for engineering and right-of-way costs, utility relocations, and the County's proportionate share of construction or maintenance of highways in the Federal Aid Network or County Highway Network, and costs incident to certain transportation planning studies in the County; and,

WHEREAS, on October 28, 2004 the County Board of the County of Winnebago passed Ordinance No. 04CO100 (hereinafter referred to as "Alternate Bond Ordinance") which the Board ordained to issue \$10,000,000 in Alternate Bonds; and,

WHEREAS, on April 26, 2012 the County Board of the County of Winnebago, Illinois approved Ordinance No 2012 CO-032 which authorizes and provides for the issuance and sale of \$8,400,000 General Obligation Refunding Alternate Bonds (Matching Tax and Motor Fuel Tax Alternate Revenue Sources), Series 2012D of the County of Winnebago, Illinois for the purpose of refunding a portion of the \$8,765,000 Outstanding Aggregate Principal Amount of General Obligation Alternate Bonds (Matching Tax and Motor Fuel Tax Alternate Revenue Sources), Series 2004A; and,

WHEREAS, the Alternate Bond Ordinance provides that the principal and interest payments on the aforesaid Alternate Bonds shall be made from Federal Aid Matching Tax Revenues and Motor Fuel Tax (Pledged Revenues), which have been pledged towards the payment of the Bonds; and,

WHEREAS, Section 20 of the Alternate Bond Ordinance provides the County shall also levy an annual Federal Aid Matching Tax and Motor Fuel Tax Alternate Bond (2012D Series) Property Tax in an amount sufficient to make the principal and interest payments on the outstanding Alternate Bonds as such payments become due, for each year in which any of the Bonds are outstanding; and

WHEREAS, in Section 20, the County ordained to levy a 2019 Federal Aid Matching Tax and Motor Fuel Alternate Bond (2012D Series) Property Tax sufficient to produce the sum of \$1,082,850 (the amount needed to make all principal and interest payments on the outstanding Alternate Bonds through December 30, 2020); and,

WHEREAS, Section 22 of the Alternate Bond Ordinance authorizes the County Board to abate each annual Federal Aid Matching Tax and Motor Fuel Tax Alternate Bond (2012D Series)

Tax Levy provided there are sufficient funds on deposit in the Pledge Revenues Subaccount of the Principal and Interest Account of the Federal Aid Matching Tax and Motor Fuel Tax Alternate Bond (2012D Series) to fully pay the Alternate Bond Debt Service otherwise payable from each such Tax Levy; and,

WHEREAS, the Winnebago County Treasurer transferred, on a temporary basis, \$541,425 into the Pledged Revenues Subaccount of the Principal and Interest Account of the Federal Aid Matching Tax and Motor Fuel Tax Alternate Bond Fund (2012D Series); and,

WHEREAS, the Winnebago County Treasurer deposited \$541,425 into the Pledged Revenues Subaccount of the Principal and Interest Account of the Federal Aid Matching Tax and Motor Fuel Tax Bond Fund (2012D Series) from the Motor Fuel Tax Fund; and,

WHEREAS, there will be \$1,082,850 in the aforesaid Pledged Revenues Subaccount, which is sufficient to fully make all principal and interest payments on the aforementioned outstanding Alternate Bonds through December 30, 2020; and,

WHEREAS, pursuant to the terms of the Alternate Bond Ordinance, it is no longer necessary for the County to levy a Federal Aid Matching Tax and Motor Fuel Tax Alternate Bond (2012D Series) Property Tax for the 2019 tax year.

NOW, THEREFORE, BE IT ORDAINED, by the County Board for the County of Winnebago, Illinois that the 2019 Federal Aid Matching Tax and Motor Fuel Tax Alternate Bond (2012D Series) Property Tax Levy in the amount of \$1,082,850 is hereby abated in its entirety.

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

BE IT FURTHER ORDAINED, that the Clerk of the County Board is hereby authorized and directed to file a certified copy of this tax abatement Ordinance in the office of the Winnebago County Clerk.

The above and foregoing Ordinance was adopted by the County Board of the County of Winnebago, Illinois this ____ day of _____ 2020.

ATTESTED BY:

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

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

2020-CO

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

Your Finance Committee presents **AN ORDINANCE TO ABATE THE 2012F
ALTERNATE REVENUE BOND PROPERTY TAX LEVY FOR THE YEAR
2019** and recommends its adoption.

(AGREE)

JAIME SALGADO,
FINANCE CHAIRMAN

DAVID FIDUCCIA

JOE HOFFMAN

BURT GERL

DAVID BOOMER

STEVE SCHULTZ

KEITH McDONALD

Respectfully Submitted,
FINANCE COMMITTEE
(DISAGREE)

JAIME SALGADO,
FINANCE CHAIRMAN

DAVID FIDUCCIA

JOE HOFFMAN

BURT GERL

DAVID BOOMER

STEVE SCHULTZ

KEITH McDONALD

Submitted by: Finance Committee

2020-CO

**AN ORDINANCE TO ABATE THE 2012F ALTERNATE REVENUE
BOND PROPERTY TAX LEVY FOR THE YEAR 2019**

WHEREAS, on September 6, 2012 the County Board of the County of Winnebago, Illinois adopted Ordinance No 2012 CO 061 (the Authorizing Ordinance) authorizing the issuance of General Obligation Bonds (Alternate Revenue Source) Series 2012F as provided in the Act, in an amount not to exceed \$5,000,000; and,

WHEREAS, on October 25, 2012, the County Board of the County of Winnebago adopted Ordinance No. 2012F CO 073 (hereinafter referred to as "Alternate Bond Ordinance") which authorized and provided for the issuance of \$4,320,000 General Obligation Bonds (Alternate Revenue Sources); and,

WHEREAS, the Alternate Bond Ordinance gave the County the authority to sell Alternate Bonds for the purpose of paying the costs of a water system and associated improvements within the I39/ Baxter Road Special Service Area; and,

WHEREAS, the Alternate Bond Ordinance provides the principal and interest payments on the aforementioned Alternate Bonds shall be made from the Special Service Area Taxes, Sales Tax and any other revenue, which have been pledged towards the payment of the Bonds; and,

WHEREAS, the Alternate Bond Ordinance also provides that the County shall levy an Alternate Bond Property Tax, each year until the Bonds are fully paid, in an amount sufficient to fully make principal and interest payments on the Alternate Bonds as such payments become due; and,

WHEREAS, the Alternate Bond Ordinance further provides that the County shall levy an Alternate Bond Property Tax in 2019 sufficient to produce the sum of \$433,744, to be used to make all principal and interest payments on the Alternate Bonds on June 30, 2020 and December 30, 2020 in the amounts of \$371,872 and \$61,872 respectfully; and,

WHEREAS, approximately \$433,744 of the Pledged Revenue needs to be deposited into the Administrative Expense Account of the 2012F Alternate Bond Fund, the County Board may, by Ordinance, abate the aforementioned Alternate Bond Property Tax Levy for that year; and,

WHEREAS, the County Board of the County of Winnebago authorized on September 28, 2019, the transfer of \$433,744 into the Revenue Fund of the 2012F Alternate Bond Fund; and,

WHEREAS, there is presently \$433,744 in the aforesaid Revenue Account which is sufficient to fully make all principal and interest payments on the aforementioned outstanding Alternate Bonds through December 30, 2020; and,

WHEREAS, the Alternate Bond Ordinance provides that once sufficient funds have been placed in the Revenue Fund of the 2012F Alternate Bond Fund, the County Board may, by Ordinance, abate the aforementioned Alternate Bond Property Tax Levy for that year; and,

NOW THEREFORE BE IT ORDAINED, by the County Board of the County of Winnebago, Illinois that 2012F Alternate Revenue Bond Property Tax Levy for 2019 in the amount of \$433,744 is hereby abated in its entirety.

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

BE IT FURTHER ORDAINED, that the Clerk of the County Board is hereby authorized and directed to file a certified copy of this tax abatement Ordinance in the office of the Winnebago County Clerk.

The above and foregoing Resolution was adopted by the County Board of the County of Winnebago, Illinois this ____ day of _____ 2020.

ATTESTED BY:

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

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

2020-CO

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

Your Finance Committee Presents **AN ORDINANCE TO ABATE THE 2012G
ALTERNATE REVENUE BOND PROPERTY TAX LEVY FOR THE YEAR 2019**
and recommends its adoption.

(AGREE)

JAIME SALGADO,
FINANCE CHAIRMAN

DAVID FIDUCCIA

JOE HOFFMAN

BURT GERL

DAVID BOOMER

STEVE SCHULTZ

KEITH McDONALD

Respectfully Submitted,
FINANCE COMMITTEE
(DISAGREE)

JAIME SALGADO,
FINANCE CHAIRMAN

DAVID FIDUCCIA

JOE HOFFMAN

BURT GERL

DAVID BOOMER

STEVE SCHULTZ

KEITH McDONALD

Submitted by: Finance Committee

2020-CO

**AN ORDINANCE TO ABATE THE 2012G ALTERNATE REVENUE
BOND PROPERTY TAX LEVY FOR THE YEAR 2019**

WHEREAS, on September 6, 2012 the County Board of the County of Winnebago, Illinois adopted Ordinance No. 2012 CO62 (the Authorizing Ordinance) authorizing the issuance of General Obligation Bonds (Alternate Revenue Source) Series 2012G as provided in the Act, in an amount not to exceed \$5,000,000; and,

WHEREAS, on October 25, 2012, the County Board of the County of Winnebago adopted Ordinance No. 2012G CO 074 (hereinafter referred to as "Alternate Bond Ordinance") which authorized and provided for the issuance of \$1,680,000 General Obligation Bonds (Alternative Revenue Source); and,

WHEREAS, the Alternate Bond Ordinance gave the County the authority to sell Alternate Bonds for the purpose of paying the costs of constructing an intersection and associated improvements at Baxter/ Harrisville Road and acquiring a water system; and,

WHEREAS, the Alternate Bond Ordinance provides the principal and interest payments on the aforementioned Alternate Bonds shall be made from the Host Fee revenues, Connection Fees and Sales Taxes, which have been pledged towards the payment of the Bonds; and,

WHEREAS, the Alternate Bond Ordinance also provides that the County shall levy an Alternate Bond Property Tax, each year until the Bonds are fully paid, in an amount sufficient to fully make principal and interest payments on the Alternate Bonds as such payments become due; and,

WHEREAS, the Alternate Bond Ordinance further provides that the County shall levy an Alternate Bond Property Tax in 2019 sufficient to produce the sum of \$170,400, to be used to make interest payments on the Alternate Bonds on June 30, 2020 and December 30, 2020 in the amounts of \$145,200 and \$25,200 respectfully; and,

WHEREAS, there is presently \$170,400 in the aforesaid Revenue Account which is sufficient to fully make all principal and interest payments on the aforementioned outstanding Alternate Bonds through December 30, 2020; and,

WHEREAS, the Alternate Bond Ordinance provides that once sufficient funds have been placed in the Revenue Account of the 2012G Alternate Bond Fund, the County Board may, by Ordinance, abate the aforementioned Alternate Bond Property Tax Levy for that year; and,

WHEREAS, approximately \$170,400 of the Pledged Revenue needs to be deposited into the Administrative Expense Account of the 2012G Alternate Bond Fund to pay all administrative expenses chargeable to the aforesaid Alternate Bond issue through December 2020.

WHEREAS, the County Board of the County of Winnebago authorized on September 28, 2019 the transfer of \$170,400 into the Revenue Fund of the 2012G Alternate Revenue Bond Fund.

NOW THEREFORE BE IT ORDAINED, by the County Board of the County of Winnebago, Illinois that the 2012G Alternate Revenue Bond Property Tax Levy for 2019 in the amount of \$170,400 is hereby abated in its entirety.

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

BE IT FURTHER ORDAINED, that the Clerk of the County Board is hereby authorized and directed to file a certified copy of this tax abatement Ordinance in the office of the Winnebago County Clerk.

The above and foregoing Ordinance was adopted by the County Board of the County of Winnebago, Illinois this ____ day of _____ 2020.

ATTESTED BY:

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

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

2020-CO

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

Your Finance Committee presents **AN ORDINANCE TO ABATE THE 2013A
PUBLIC SAFETY SALES TAX ALTERNATE BOND PROPERTY TAX
LEVY FOR THE YEAR 2019** and recommends its adoption.

(AGREE)

Respectfully Submitted,
FINANCE COMMITTEE
(DISAGREE)

JAIME SALGADO,
FINANCE CHAIRMAN

JAIME SALGADO,
FINANCE CHAIRMAN

DAVID FIDUCCIA

DAVID FIDUCCIA

JOE HOFFMAN

JOE HOFFMAN

BURT GERL

BURT GERL

DAVID BOOMER

DAVID BOOMER

STEVE SCHULTZ

STEVE SCHULTZ

KEITH McDONALD

KEITH McDONALD

Submitted by: Finance Committee

2020-CO

**AN ORDINANCE TO ABATE THE 2013A PUBLIC SAFETY SALES TAX
ALTERNATE BOND PROPERTY TAX LEVY FOR THE YEAR 2019**

WHEREAS, on May 22, 2003 the County Board of the County of Winnebago passed Ordinance No. 2003-CO-44 which gave the County of Winnebago the authority to sell Alternate Bonds in an amount not to exceed \$115,000,000 to raise money for the purpose of paying the expenses of acquisition of land, and construction of a new Criminal Justice Center; and,

WHEREAS, on June 9, 2005 the County Board of the County of Winnebago adopted Ordinance No. 2005-CO-51 (the Series 2005A Bonds) which the Board ordained to issue \$40,000,000 in Alternate Bonds; and,

WHEREAS, on April 13, 2006 the County Board of the County of Winnebago adopted Ordinance No. 2006-CO-56 (the Series 2006A Bonds) which the Board ordained to issue \$44,000,000 in Alternate Bonds; and,

WHEREAS, the Alternate Bond Ordinances provides that the principal and interest payments on the aforesaid Alternate Bonds shall be made from Public Safety Sales Tax Dollars (Pledged Revenues), which have been pledged towards the payment of the Bonds; and,

WHEREAS, the County Board determined that it was necessary and desirable and in the best interests of the inhabitants of the County, in order to obtain net present value interest savings on the Series 2005A Bonds and the Series 2006B Bonds, to (i) refund the outstanding Series 2005A Bonds maturing on December 30 of each of the years from 2016 through 2024, inclusive (the “**Refunded Series 2005A Bonds**”), and (ii) refund the outstanding Series 2006A Bonds maturing on December 30 of each of the years from 2019 through 2024, inclusive (the “**Refunded Series 2006A Bonds**”); and,

WHEREAS, the County Board adopted Ordinance No. 2013-CO-007 on January 24, 2013, authorizing the issuance and providing for the sale of up to \$45,000,000 of the County’s General Obligation Alternate Refunding Bonds (Public Safety Sales Tax Alternate Revenue Sources), Series 2013A (the “**Series 2013A Bonds**”). The Series 2013A Bonds were issued on February 7, 2013. A portion of the proceeds of the Series 2013A Bonds was deposited into escrow, invested in U.S. Treasury Obligations, and was applied to refund and defease the Refunded Series 2005A Bonds, which were called for redemption on June 30, 2015, and to refund and defease the Refunded Series 2006A Bonds, which were called for redemption on December 30, 2015, in each case the earliest possible redemption date; and,

WHEREAS, the County Board determined that it was necessary to advance refund a portion of the outstanding Series 2013A Bonds (the Refunded Bonds) and to pay the Refunded Bonds on the stated date of maturity for each of the Refunded Bonds in order to restructure the debt service on the Refunded Bonds; and,

WHEREAS, the County issued Taxable General Obligation Alternate Revenue Bonds in the amount of \$5,420,000 for the purpose of advance refunding and restructuring a portion of the outstanding general obligation Alternate Refunding Bonds, Series 2013A; and,

WHEREAS, Ordinance No. 2016-CO-133 was adopted on December 22, 2016 which provided for the abatement of a portion of property taxes levied to pay principal and interest on a portion of the Outstanding General Obligation Alternate Refunding Bonds, Series 2013A.

WHEREAS, certain 2013A bonds remained outstanding and were not abated by Ordinance No. 2016-CO-133; and,

WHEREAS, Section 19 of the Alternate Bond Ordinance provides the County shall also levy an annual 2013A Public Safety Sales Tax Alternate Bond Property Tax in the amount sufficient to make the principal and interest payments on the outstanding Alternate Bonds as such payments become due, for each year in which any of the Bonds are outstanding; and,

WHEREAS, the amended 2013A Alternate Bond Tax Levy pursuant to Ordinance No. 2016-CO-133 provides that the County shall levy a 2019 2013A Public Safety Sales Tax Alternate Bond Property Tax sufficient to produce the sum of \$3,935,950, the amount needed to make all principal and interest payments on the outstanding Alternate Bonds through December 30, 2020; and,

WHEREAS, Section 21 of the Alternate Bond Ordinance authorizes the County Board to abate each annual 2013A Public Safety Sales Tax Alternate Bond Tax Levy provided there are sufficient funds on deposit in the Pledge Revenues Subaccount of the Principal and Interest Account of the 2013A Public Safety Sales Tax Alternate Bond Fund to fully pay the Alternate Bond Debt Service otherwise payable from each such Tax Levy; and,

WHEREAS, there is presently \$3,935,950 in the aforesaid Pledged Revenues Subaccount, which is sufficient to fully make all principal and interest payments on the aforementioned outstanding Alternate Bonds through December 30, 2020; and,

WHEREAS, pursuant to the terms of the Alternate Bond Ordinance, it is no longer necessary for the County to levy a 2013A Public Safety Sales Tax Alternate Bond Property Tax for the 2019 tax year.

NOW, THEREFORE, BE IT ORDAINED, by the County Board for the County of Winnebago, Illinois that the 2019 2013A Public Safety Sales Tax Alternate Bond Property Tax Levy in the amount of \$3,935,950 is hereby abated in its entirety.

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

BE IT FURTHER ORDAINED, that the Clerk of the County Board is hereby authorized and directed to file a certified copy of this tax abatement Ordinance in the office of the Winnebago County Clerk.

The above and foregoing Ordinance was adopted by the County Board of the County of Winnebago, Illinois this ____ day of _____ 2020.

FRANK HANEY
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

2020-CO

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

Your Finance Committee presents **AN ORDINANCE TO ABATE THE FEDERAL
AID MATCHING TAX AND MOTOR FUEL TAX ALTERNATE BOND
(2013B SERIES) PROPERTY TAX LEVY FOR THE YEAR 2019** and
recommends its adoption.

(AGREE)

JAIME SALGADO,
FINANCE CHAIRMAN

DAVID FIDUCCIA

JOE HOFFMAN

BURT GERL

DAVID BOOMER

STEVE SCHULTZ

KEITH McDONALD

Respectfully Submitted,
FINANCE COMMITTEE

(DISAGREE)

JAIME SALGADO,
FINANCE CHAIRMAN

DAVID FIDUCCIA

JOE HOFFMAN

BURT GERL

DAVID BOOMER

STEVE SCHULTZ

KEITH McDONALD

Submitted by: Finance Committee

2020-CO

**AN ORDINANCE TO ABATE THE FEDERAL AID MATCHING TAX
AND MOTOR FUEL TAX ALTERNATE BOND (2013B SERIES)
PROPERTY TAX LEVY FOR THE YEAR 2019**

WHEREAS, on July 22, 2004 the County Board for the County of Winnebago, Illinois passed Ordinance No. 04CO-74 which gave the County of Winnebago the authority to sell Alternate Bonds in an amount not to exceed \$28,000,000 to raise money for the purpose of paying the expenses for engineering and right-of-way costs, utility relocations, and the County's proportionate share of construction or maintenance of highways in the Federal Aid Network or County Highway Network, and costs incident to certain transportation planning studies in the County; and,

WHEREAS, on April 27, 2006 the County Board of the County of Winnebago passed Ordinance No. 2006-CO-57 (hereinafter referred to as "Alternate Bond Ordinance") which the Board ordained to issue \$10,000,000 in Alternate Bonds; and,

WHEREAS, on January 24, 2013 the County Board of the County of Winnebago, Illinois approved Ordinance No. 2013-CO-008 which authorizes and provides for the issuance and sale of up to \$8,000,000 General Obligation Refunding Alternate Bonds (Matching Tax and Motor Fuel Tax Alternate Revenue Sources), Series 2013B of the County of Winnebago, Illinois for the purpose of refunding a portion of the Outstanding Aggregate Principal Amount of General Obligation Alternate Bonds (Matching Tax and Motor Fuel Tax Alternate Revenue Sources), Series 2006B; and,

WHEREAS, the Alternate Bond Ordinance provides that the principal and interest payments on the aforesaid Alternate Bonds shall be made from Federal Aid Matching Tax Revenues and Motor Fuel Tax (Pledged Revenues), which have been pledged towards the payment of the Bonds; and,

WHEREAS, Section 19 of the Alternate Bond Ordinance provides the County shall also levy an annual Federal Aid Matching Tax and Motor Fuel Tax Alternate Bond (2013B Series) Property Tax in an amount sufficient to make the principal and interest payments on the outstanding Alternate Bonds as such payments become due, for each year in which any of the Bonds are outstanding; and

WHEREAS, in Section 19, the County ordained to levy a 2019 Federal Aid Matching Tax and Motor Fuel Alternate Bond (2013B Series) Property Tax sufficient to produce the sum of \$1,006,000 (the amount needed to make all principal and interest payments on the outstanding Alternate Bonds through December 30, 2020); and,

WHEREAS, Section 21 of the Alternate Bond Ordinance authorizes the County Board to abate each annual Federal Aid Matching Tax and Motor Fuel Tax Alternate Bond (2013B Series) Tax Levy provided there are sufficient funds on deposit in the Pledge Revenues Subaccount of the Principal and Interest Account of the Federal Aid Matching Tax and Motor Fuel Tax Alternate Bond (2013B Series) to fully pay the Alternate Bond Debt Service otherwise payable from each such Tax Levy; and,

WHEREAS, the Winnebago County Treasurer transferred, on a temporary basis, \$1,006,000 into the Pledged Revenues Subaccount of the Principal and Interest Account of the Federal Aid Matching Tax and Motor Fuel Tax Alternate Bond Fund (2013B Series); and,

WHEREAS, the Winnebago County Treasurer deposited \$1,006,000 into the Pledged Revenues Subaccount of the Principal and Interest Account of the Federal Aid Matching Tax and Motor Fuel Tax Bond Fund (2013B Series) from the Motor Fuel Tax Fund; and,

WHEREAS, there will be \$1,006,000 in the aforesaid Pledged Revenues Subaccount, which is sufficient to fully make all principal and interest payments on the aforementioned outstanding Alternate Bonds through December 30, 2020; and,

WHEREAS, pursuant to the terms of the Alternate Bond Ordinance, it is no longer necessary for the County to levy a Federal Aid Matching Tax and Motor Fuel Tax Alternate Bond (2013B Series) Property Tax for the 2019 tax year.

NOW, THEREFORE, BE IT ORDAINED, by the County Board for the County of Winnebago, Illinois that the 2019 Federal Aid Matching Tax and Motor Fuel Tax Alternate Bond (2013B Series) Property Tax Levy in the amount of \$1,006,000 is hereby abated in its entirety.

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

BE IT FURTHER ORDAINED, that the Clerk of the County Board is hereby authorized and directed to file a certified copy of this tax abatement Ordinance in the office of the Winnebago County Clerk.

The above and foregoing Ordinance was adopted by the County Board of the County of Winnebago, Illinois this ____ day of _____ 2020

ATTESTED BY:

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

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

2020-CO

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

Your Finance Committee presents **AN ORDINANCE TO ABATE THE 2016A
PUBLIC SAFETY SALES TAX ALTERNATE BOND PROPERTY TAX
LEVY FOR THE YEAR 2019** and recommends its adoption.

(AGREE)

JAIME SALGADO,
FINANCE CHAIRMAN

DAVID FIDUCCIA

JOE HOFFMAN

BURT GERL

DAVID BOOMER

STEVE SCHULTZ

KEITH McDONALD

Respectfully Submitted,
FINANCE COMMITTEE
(DISAGREE)

JAIME SALGADO,
FINANCE CHAIRMAN

DAVID FIDUCCIA

JOE HOFFMAN

BURT GERL

DAVID BOOMER

STEVE SCHULTZ

KEITH McDONALD

Submitted by: Finance Committee

2020-CO

**AN ORDINANCE TO ABATE THE 2016A PUBLIC SAFETY SALES TAX
ALTERNATE BOND PROPERTY TAX LEVY FOR THE YEAR 2019**

WHEREAS, on May 22, 2003 the County Board of the County of Winnebago passed Ordinance No. 2003 CO-44 which gave the County of Winnebago the authority to sell Alternate Bonds in an amount not to exceed \$115,000,000 to raise money for the purpose of paying the expenses of acquisition of land, and construction of a new Criminal Justice Center; and,

WHEREAS, on April 27, 2006 the County Board of the County of Winnebago passed Ordinance No. 2006 CO-56 (hereinafter referred to as "Alternate Bond Ordinance") which the Board ordained to issue \$44,000,000 in Alternate Bonds; and,

WHEREAS, the Alternate Bond Ordinance provides that the principal and interest payments on the aforesaid Alternate Bonds shall be made from Public Safety Sales Tax Dollars (Pledged Revenues), which have been pledged towards the payment of the Bonds; and,

WHEREAS, the County Board determined that it was necessary and desirable and in the best interests of the inhabitants of the County, in order to obtain net present value interest savings on the Series 2005A Bonds and the Series 2006A Bonds, to (i) refund the outstanding Series 2005A Bonds maturing on December 30 of each of the years from 2016 through 2024, inclusive (the "**Refunded Series 2005A Bonds**"), and (ii) refund the outstanding Series 2006A Bonds maturing on December 30 of each of the years from 2019 through 2024, inclusive (the "**Refunded Series 2006A Bonds**"); and,

WHEREAS, the County Board adopted Ordinance No. 2013-CO-007 on January 24, 2013, authorizing the issuance and providing for the sale of up to \$45,000,000 of the County's General Obligation Alternate Refunding Bonds (Public Safety Sales Tax Alternate Revenue Sources), Series 2013A (the "**Series 2013A Bonds**"). The Series 2013A Bonds were issued on February 7, 2013. A portion of the proceeds of the Series 2013A Bonds was deposited into escrow, invested in U.S. Treasury Obligations, and was applied to refund and defease the Refunded Series 2005A Bonds, which were called for redemption on June 30, 2015, and to refund and defease the Refunded Series 2006A Bonds, which were called for redemption on December 30, 2015, in each case the earliest possible redemption date; and,

WHEREAS, the County Board adopted Ordinance No. 2013-CO-018 which provided for the abatement of a portion of the property taxes levied to pay principal and interest on the outstanding general obligation alternate bonds (Public Safety Sales Tax Alternate Revenue Source) Series 2006A; and,

WHEREAS, the County Board approved Ordinance No. 2016-CO-043 on March 24, 2016 which authorized and provided for the issuance and sale of \$2,485,000 General Obligation Alternate Refunding Bonds, Series 2016A for the purpose of refunding all of the \$2,505,000 outstanding aggregate principal amount of General Obligation Bonds, Series 2006A; and,

WHEREAS, Section 20 of the Alternate Bond Ordinance provides that the County shall also levy an annual 2016A Public Safety Sales Tax Alternate Bond tax in an amount sufficient to make the principal and interest on 2016A Bonds due for each year; and,

WHEREAS, in said Section 20, the Ordinance provides that the County shall levy for the 2019 2016A Public Safety Sales Tax Alternate Bond Property Tax an amount sufficient to produce the sum of \$99,400; the amount needed to make all principal and interest payments on the outstanding Alternate Bonds through December 30, 2020; and,

WHEREAS, Section 22 of the Alternate Bond Ordinance authorizes the County Board to abate each annual 2016A Public Safety Sales Tax Alternate Bond Tax Levy provided there are sufficient funds on deposit in the Pledge Revenue Subaccount of the Principal and Interest account to fully pay the Alternate Bond Debt Service otherwise payable from such tax levy; and,

WHEREAS, there is presently \$99,400 in the aforesaid Pledged Revenues Subaccount which is sufficient to fully make all principal and interest payments on the aforementioned outstanding Alternate Bonds through December 30, 2020; and,

WHEREAS, pursuant to the terms of the Alternate Bond Ordinance, it is no longer necessary for the County to levy a 2016A Public Safety Sales Tax Alternate Bond Property Tax for the 2019 tax year.

NOW, THEREFORE, BE IT ORDAINED, by the County Board for the County of Winnebago, Illinois that the 2016A Public Safety Sales Tax Alternate Bond Property Tax Levy in the amount of \$99,400 for the 2019 tax year is hereby abated in its entirety.

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

BE IT FURTHER ORDAINED, that the Clerk of the County Board is hereby authorized and directed to file a certified copy of this tax abatement Ordinance in the office of the Winnebago County Clerk.

The above and foregoing Ordinance was adopted by the County Board of the County of Winnebago, Illinois this ____ day of _____ 2020.

FRANK HANEY

ATTESTED BY:

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

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

2020-CO

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

Your Finance Committee presents **AN ORDINANCE TO ABATE THE 2016D
PUBLIC SAFETY SALES TAX ALTERNATE BOND PROPERTY TAX
LEVY FOR THE YEAR 2019** and recommends its adoption.

(AGREE)

JAIME SALGADO,
FINANCE CHAIRMAN

DAVID FIDUCCIA

JOE HOFFMAN

BURT GERL

DAVID BOOMER

STEVE SCHULTZ

KEITH McDONALD

Respectfully Submitted,
FINANCE COMMITTEE

(DISAGREE)

JAIME SALGADO,
FINANCE CHAIRMAN

DAVID FIDUCCIA

JOE HOFFMAN

BURT GERL

DAVID BOOMER

STEVE SCHULTZ

KEITH McDONALD

Submitted by: Finance Committee

2020-CO

**AN ORDINANCE TO ABATE THE 2016D PUBLIC SAFETY SALES TAX
ALTERNATE BOND PROPERTY TAX LEVY FOR THE YEAR 2019**

WHEREAS, on May 22, 2003 the County Board of the County of Winnebago passed Ordinance No. 2003-CO-44 which gave the County of Winnebago the authority to sell Alternate Bonds in an amount not to exceed \$115,000,000 to raise money for the purpose of paying the expenses of acquisition of land, and construction of a new Criminal Justice Center; and,

WHEREAS, on June 9, 2005 the County Board of the County of Winnebago adopted Ordinance No. 2005-CO-51 (the Series 2005A Bonds) which the Board ordained to issue \$40,000,000 in Alternate Bonds; and,

WHEREAS, on April 13, 2006 the County Board of the County of Winnebago adopted Ordinance No. 2006-CO-56 (the Series 2006A Bonds) which the Board ordained to issue \$44,000,000 in Alternate Bonds; and,

WHEREAS, the Alternate Bond Ordinances provides that the principal and interest payments on the aforesaid Alternate Bonds shall be made from Public Safety Sales Tax Dollars (Pledged Revenues), which have been pledged towards the payment of the Bonds; and,

WHEREAS, the County Board determined that it was necessary and desirable and in the best interests of the inhabitants of the County, in order to obtain net present value interest savings on the Series 2005A Bonds and the Series 2006B Bonds, to (i) refund the outstanding Series 2005A Bonds maturing on December 30 of each of the years from 2016 through 2024, inclusive (the "**Refunded Series 2005A Bonds**"), and (ii) refund the outstanding Series 2006A Bonds maturing on December 30 of each of the years from 2019 through 2024, inclusive (the "**Refunded Series 2006A Bonds**"); and,

WHEREAS, the County Board adopted Ordinance No. 2013-CO-007 on January 24, 2013, authorizing the issuance and providing for the sale of up to \$45,000,000 of the County's General Obligation Alternate Refunding Bonds (Public Safety Sales Tax Alternate Revenue Sources), Series 2013A (the "**Series 2013A Bonds**"). The Series 2013A Bonds were issued on February 7, 2013. A portion of the proceeds of the Series 2013A Bonds was deposited into escrow, invested in U.S. Treasury Obligations, and was applied to refund and defease the Refunded Series 2005A Bonds, which were called for redemption on June 30, 2015, and to refund and defease the Refunded Series 2006A Bonds, which were called for redemption on December 30, 2015, in each case the earliest possible redemption date; and,

WHEREAS, the County Board determined that it was necessary to advance refund a portion of the outstanding Series 2013A Bonds (the Refunded Bonds) and to pay the Refunded Bonds on the stated date of maturity for each of the Refunded Bonds in order to restructure the debt service on the Refunded Bonds; and,

WHEREAS, the County issued Taxable General Obligation Alternate Revenue Bonds, Series 2016D in the amount of \$5,420,000 for the purpose of advance refunding and restructuring a portion of the outstanding general obligation Alternate Refunding Bonds, Series 2013A; and,

WHEREAS, Section 20 of the Alternate Bond Ordinance provides the County shall also levy an annual 2016D Public Safety Sales Tax Alternate Bond Property Tax in the amount sufficient to make the principal and interest payments on the outstanding Alternate Bonds as such payments become due, for each year in which any of the Bonds are outstanding; and,

WHEREAS, the 2016D Alternate Bond Tax Levy provides that the County shall levy a 2019 2016D Public Safety Sales Tax Alternate Bond Property Tax sufficient to produce the sum of \$564,200, the amount needed to make all principal and interest payments on the outstanding Alternate Bonds through December 30, 2020; and,

WHEREAS, Section 22 of the Alternate Bond Ordinance authorizes the County Board to abate each annual 2016D Public Safety Sales Tax Alternate Bond Tax Levy provided there are sufficient funds on deposit in the Pledge Revenues Subaccount of the Principal and Interest Account of the 2016D Public Safety Sales Tax Alternate Bond Fund to fully pay the Alternate Bond Debt Service otherwise payable from each such Tax Levy; and,

WHEREAS, there is presently \$564,200 in the aforesaid Pledged Revenues Subaccount, which is sufficient to fully make all principal and interest payments on the aforementioned outstanding Alternate Bonds through December 30, 2020; and,

WHEREAS, pursuant to the terms of the Alternate Bond Ordinance, it is no longer necessary for the County to levy a 2016D Public Safety Sales Tax Alternate Bond Property Tax for the 2019 tax year.

NOW, THEREFORE, BE IT ORDAINED, by the County Board for the County of Winnebago, Illinois that the 2019 2016D Public Safety Sales Tax Alternate Bond Property Tax Levy in the amount of \$564,200 is hereby abated in its entirety.

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

BE IT FURTHER ORDAINED, that the Clerk of the County Board is hereby authorized and directed to file a certified copy of this tax abatement Ordinance in the office of the Winnebago County Clerk.

The above and foregoing Ordinance was adopted by the County Board of the County of Winnebago, Illinois this ____ day of _____ 2020.

ATTESTED BY:

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

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

2020-CO

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

Your Finance Committee presents **AN ORDINANCE TO ABATE THE 2016E
PUBLIC SAFETY SALES TAX ALTERNATE BOND PROPERTY TAX
LEVY FOR THE YEAR 2019** and recommends its adoption.

(AGREE)

Respectfully Submitted,
FINANCE COMMITTEE
(DISAGREE)

JAIME SALGADO,
FINANCE CHAIRMAN

JAIME SALGADO,
FINANCE CHAIRMAN

DAVID FIDUCCIA

DAVID FIDUCCIA

JOE HOFFMAN

JOE HOFFMAN

BURT GERL

BURT GERL

DAVID BOOMER

DAVID BOOMER

STEVE SCHULTZ

STEVE SCHULTZ

KEITH McDONALD

KEITH McDONALD

Submitted by: Finance Committee

2020-CO

**AN ORDINANCE TO ABATE THE 2016E PUBLIC SAFETY SALES TAX
ALTERNATE BOND PROPERTY TAX LEVY FOR THE YEAR 2019**

WHEREAS, on May 22, 2003 the County Board of the County of Winnebago passed Ordinance No. 2003 CO-44 which gave the County of Winnebago the authority to sell Alternate Bonds in an amount not to exceed \$115,000,000 to raise money for the purpose of paying the expenses of acquisition of land, and construction of a new Criminal Justice Center; and,

WHEREAS, on September 4, 2003 the County Board of the County of Winnebago passed Ordinance No. 2003-CO-106 (hereinafter referred to as "Alternate Bond Ordinance") which the Board ordained to issue \$25,000,000 in Alternate Bonds; and,

WHEREAS, the County Board determined that it was necessary and in the best interest of the County to obtain net present value interest savings and to restructure the indebtedness represented by the Series 2003E Bonds and to refund the portion of the Bonds of the outstanding Series 2003E Bonds maturing in each of the years 2020 to 2022 inclusive; and,

WHEREAS, the County Board adopted Ordinance No. 2006-CO-143 on November 21, 2006 authorizing the issuance, and providing for the sale of, the County's General Obligation Refinancing Alternate Bonds (Public Safety Sales Tax Alternate Revenue Source) Series 2006E in the amount of \$18,765,000; and,

WHEREAS, the County Board approved Ordinance No. 2016-CO-119 on November 10, 2016 authorizing and providing for the issuance and sale of \$18,515,000 General Obligation Alternate Refunding Bonds, Series 2016E of the County of Winnebago, Illinois for the purpose of currently refunding and restructuring a portion of the outstanding General Obligation Alternate Refunding Bonds 2006E; and,

WHEREAS, Section 20 of the Alternate Bond Ordinance provides the County shall also levy an annual 2016E Public Safety Sales Tax Alternate Bond Property Tax in an amount sufficient to make the principal and interest payments on the outstanding Alternate Bonds as such payments become due, for each year in which any of the Bonds are outstanding; and,

WHEREAS, in said Section 20, the County ordained to levy a 2019 2016E Public Safety Sales Tax Alternate Bond Property Tax sufficient to produce the sum of \$656,450 the amount needed to make all principal and interest payments on the outstanding Alternate Bonds through December 30, 2020); and,

WHEREAS, Section 22 of the Alternate Bond Ordinance authorizes the County Board to abate each annual 2016E Public Safety Sales Tax Alternate Bond Tax Levy provided there are sufficient funds on deposit in the Pledge Revenues Subaccount of the Principal and Interest Account

of the 2016E Public Safety Sales Tax Alternate Bond Fund to fully pay the Alternate Bond Debt Service otherwise payable from each such Tax Levy; and,

WHEREAS, the Winnebago County Treasurer deposited \$656,450 into the Pledged Revenues Subaccount of the Principal and Interest Account of the 2016E Public Safety Sales Tax Alternate Bond Fund; and,

WHEREAS, there is presently \$656,450 in the aforesaid Pledged Revenues Subaccount, which is sufficient to fully make all principal and interest payments on the aforementioned outstanding Alternate Bonds through December 30, 2020; and,

WHEREAS, pursuant to the terms of the Alternate Bond Ordinance, it is no longer necessary for the County to levy a 2016E Public Safety Sales Tax Alternate Bond Property Tax for the 2019 tax year.

NOW, THEREFORE, BE IT ORDAINED, by the County Board for the County of Winnebago, Illinois that the 2016E Public Safety Sales Tax Alternate Bond Property Tax Levy in the amount of \$656,450 for the 2019 tax year is hereby abated in its entirety.

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

BE IT FURTHER ORDAINED, that the Clerk of the County Board is hereby authorized and directed to file a certified copy of this tax abatement Ordinance in the office of the Winnebago County Clerk.

The above and foregoing Ordinance was adopted by the County Board of the County of Winnebago, Illinois this ____ day of _____ 2020.

ATTESTED BY:

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

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

2020-CO

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

Your Finance Committee presents **AN ORDINANCE TO ABATE THE FEDERAL
AID MATCHING TAX AND MOTOR FUEL TAX ALTERNATE BOND
(2017 SERIES B) PROPERTY TAX LEVY FOR THE YEAR 2019** and
recommends its adoption.

(AGREE)

Respectfully Submitted,
FINANCE COMMITTEE
(DISAGREE)

JAIME SALGADO,
FINANCE CHAIRMAN

JAIME SALGADO,
FINANCE CHAIRMAN

DAVID FIDUCCIA

DAVID FIDUCCIA

JOE HOFFMAN

JOE HOFFMAN

BURT GERL

BURT GERL

DAVID BOOMER

DAVID BOOMER

STEVE SCHULTZ

STEVE SCHULTZ

KEITH McDONALD

KEITH McDONALD

Submitted by: Finance Committee

2020-CO

**AN ORDINANCE TO ABATE THE FEDERAL AID MATCHING TAX
AND MOTOR FUEL TAX ALTERNATE BOND (2017 SERIES B)
PROPERTY TAX LEVY FOR THE YEAR 2019**

WHEREAS, on July 22, 2004 the County Board for the County of Winnebago, Illinois passed Ordinance No. 04CO-74 which gave the County of Winnebago the authority to sell Alternate Bonds in an amount not to exceed \$28,000,000 to raise money for the purpose of paying the expenses for engineering and right-of-way costs, utility relocations, and the County's proportionate share of construction or maintenance of highways in the Federal Aid Network or County Highway Network, and costs incident to certain transportation planning studies in the County; and,

WHEREAS, on May 10, 2007 the County Board of the County of Winnebago passed Ordinance No. 2007CO45 (hereinafter referred to as "Alternate Bond Ordinance") which the Board ordained to issue \$8,000,000 in Alternate Bonds; and,

WHEREAS, on February 23, 2017, the County Board of the County of Winnebago, Illinois approved Ordinance No. 2017-CO-027 which authorizes and provides for the issuance and sale of up to \$3,085,000 General Obligation Alternate Refunding Bonds (Matching Tax and Motor Fuel Tax Alternate Revenue Sources) Series 2017B of the County of Winnebago, Illinois for the purpose of advance refunding a portion of the Outstanding Aggregate Principal Amount of General Obligation Alternate Bonds (Matching Tax and Motor Fuel Tax Alternate Revenue Source), Series 2007A; and,

WHEREAS, the Alternate Bond Ordinance provides that the principal and interest payments on the aforesaid Alternate Bonds shall be made from Federal Aid Matching Tax Revenues and Motor Fuel Tax (Pledged Revenues), which have been pledged towards the payment of the Bonds; and,

WHEREAS, Section 20 of the Alternate Bond Ordinance provides the County shall also levy an annual Federal Aid Matching Tax and Motor Fuel Tax Alternate Bond (2007A Series) Property Tax in an amount sufficient to make the principal and interest payments on the outstanding Alternate Bonds as such payments become due for each year in which any of the Bonds are outstanding; and

WHEREAS, in Section 20, the County ordained to levy a 2019 Federal Aid Matching Tax and Motor Fuel Alternate Bond (2017B Series) Property Tax sufficient to produce the sum of \$732,350 (the amount needed to make all principal and interest payments on the outstanding Alternate Bonds through December 30, 2020); and,

WHEREAS, Section 22 of the Alternate Bond Ordinance authorizes the County Board to abate each annual Federal Aid Matching Tax and Motor Fuel Tax Alternate Bond (2017B Series) Tax Levy provided there are sufficient funds on deposit in the Pledge Revenues Subaccount of the Principal and Interest Account of the Federal Aid Matching Tax and Motor Fuel Tax Alternate Bond (2017B Series) to fully pay the Alternate Bond Debt Service otherwise payable from each such Tax Levy; and,

WHEREAS, the Winnebago County Treasurer transferred, on a temporary basis, \$732,350 into the Pledged Revenues Subaccount of the Principal and Interest Account of the Federal Aid Matching Tax and Motor Fuel Tax Alternate Bond Fund (2017B Series); and,

WHEREAS, the Winnebago County Treasurer deposited \$732,350 into the Pledged Revenues Subaccount of the Principal and Interest Account of the Federal Aid Matching Tax and Motor Fuel Tax Bond Fund (2017B Series); and,

WHEREAS, there is presently \$732,350 in the aforesaid Pledged Revenues Subaccount, which is sufficient to fully make all principal and interest payments on the aforementioned outstanding Alternate Bonds through December 30, 2020; and,

WHEREAS, pursuant to the terms of the Alternate Bond Ordinance, it is no longer necessary for the County to levy a Federal Aid Matching Tax and Motor Fuel Tax Alternate Bond (2017B Series) Property Tax for the 2019 tax year.

NOW, THEREFORE, BE IT ORDAINED, by the County Board for the County of Winnebago, Illinois that the 2019 Federal Aid Matching Tax and Motor Fuel Tax Alternate Bond (2017B Series) Property Tax Levy in the amount of \$732,350 is hereby abated in its entirety.

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

BE IT FURTHER ORDAINED, that the Clerk of the County Board is hereby authorized and directed to file a certified copy of this tax abatement Ordinance in the office of the Winnebago County Clerk.

The above and foregoing Ordinance was adopted by the County Board of the County of Winnebago, Illinois this _____ day of _____ 2020.

FRANK HANEY
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

2020-CO

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

Your Finance Committee presents **AN ORDINANCE TO ABATE THE 2017C TORT
PROPERTY TAX AND QUARTER CENT SALES TAX ALTERNATE
BOND PROPERTY TAX LEVY FOR THE YEAR 2019** and recommends its
adoption.

(AGREE)

JAIME SALGADO,
FINANCE CHAIRMAN

DAVID FIDUCCIA

JOE HOFFMAN

BURT GERL

DAVID BOOMER

STEVE SCHULTZ

KEITH McDONALD

Respectfully Submitted,
FINANCE COMMITTEE

(DISAGREE)

JAIME SALGADO,
FINANCE CHAIRMAN

DAVID FIDUCCIA

JOE HOFFMAN

BURT GERL

DAVID BOOMER

STEVE SCHULTZ

KEITH McDONALD

Submitted by: Finance Committee

2020-CO

**AN ORDINANCE TO ABATE THE 2017C TORT PROPERTY
TAX AND QUARTER CENT SALES TAX ALTERNATE BOND
PROPERTY TAX LEVY FOR THE YEAR 2019**

WHEREAS, on December 22, 2009 the County Board of the County of Winnebago, Illinois passed Ordinance No. 2009-CO-87 (hereinafter referred to as "Alternate Bond Ordinance") which gave the County the authority to sell Alternate Bonds for the purpose of paying expenses associated with certain tort obligations in excess of insurance coverage; and,

WHEREAS, on March 12, 2010 the County of Winnebago, pursuant to the Alternate Bond Ordinance, sold Alternate Bonds having an aggregate face value of \$13,000,000; and,

WHEREAS, on April 27, 2017, the County Board of the County of Winnebago, Illinois approved Ordinance No. 2017-CO-046 which authorizes and provides for the issuance and sale of up to \$10,250,000 General Obligation Alternate Refunding Bonds (Tort Fund Property Tax Alternate Revenue Sources) Series 2017C of the County of Winnebago, Illinois for the purpose of advance refunding a portion of the Outstanding Aggregate Principal Amount of General Obligation Alternate Bonds (Tort Fund Property Tax Alternate Revenue Source), Series 2010A; and,

WHEREAS, the Alternate Bond Ordinance provides the principal and interest payments on the aforementioned Alternate Bonds shall be made from the Tort Fund Property Tax; and,

WHEREAS, Section 20 of the Alternate Bond Ordinance provides the County shall also levy an annual Property Tax in an amount sufficient to make the principal and interest payments on the outstanding Alternate Bonds as such payments become due, for each year in which any of the aforementioned Bonds are outstanding; and,

WHEREAS, in Section 20 of the Alternate Bond Ordinance the County ordained to levy a 2019 Property Tax sufficient to produce the sum of \$963,250 (the amount needed to make all principal and interest payments on the outstanding Alternate Bonds through December 30, 2020); and,

WHEREAS, Section 22 of the Alternate Bond Ordinance provides, that the County Treasurer shall deposit Pledged Revenues into the Pledged Revenues subaccount of the Bond Fund in an amount necessary to provide for the payment of interest and principal coming due on the Series 2017C Bonds in the following year and upon the deposit of such monies for such year, the County may abate the Alternate Bond Property Tax Levy for that year; and,

WHEREAS, there is \$963,250 in the aforesaid Pledged Revenues Subaccount to fully make all principal and interest payments on the aforementioned outstanding Alternate Bond Fund through December 30, 2020; and,

WHEREAS, pursuant to the terms of the Alternate Bond Ordinance it is no longer necessary for the County to levy a 2017C Alternate Bond Property Tax for the 2019 tax year; and,

WHEREAS, it is in the best interest of the people of the County of Winnebago, Illinois that the 2017C Alternate Bond Property Tax Levy be abated in the total amount of \$963,250.

NOW, THEREFORE, BE IT ORDAINED, by the County Board of the County of Winnebago, Illinois, that the 2017C Alternate Bond Property Tax Levy for the 2019 tax year in the amount of \$963,250 is hereby abated in its entirety.

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

BE IT FURTHER ORDAINED, that the Clerk of the County Board is hereby authorized and directed to file a certified copy of this tax abatement Ordinance in the office of the Winnebago County Clerk.

The above and foregoing Ordinance was adopted by the County Board of the County of Winnebago, Illinois this ____ day of _____ 2020.

ATTESTED BY:

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

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

ORDINANCE NO. _____

AN ORDINANCE abating the tax hereto levied for the year 2019 to pay the principal of and interest on Taxable General Obligation Bonds (Alternate Revenue Source), Series 2018, of The County of Winnebago, Illinois.

WHEREAS the County Board (the "*Board*") of The County of Winnebago, Illinois (the "*County*"), by an ordinance adopted on the 25th day of October, 2018 (as amended and supplemented, the "*Bond Ordinance*"), did provide for (i) the issue of Taxable General Obligation Bonds (Alternate Revenue Source), Series 2018 (the "*Bonds*"), (ii) the pledge of taxes levied upon all taxable property in the County for IMRF purposes (the "*Pledged Revenues*") to the payment of principal of and interest on the Bonds and (iii) the levy of a direct annual tax sufficient to pay such principal of and interest ("*Pledged Taxes*") if the Pledged Revenues are insufficient to make such payment; and

WHEREAS the Board has levied taxes for IMRF purposes for levy year 2019 (the "*IMRF Levy*") and filed the same with the County Clerk of the County (the "*County Clerk*"); and

WHEREAS the County has received notice from the County Clerk that the tax rate for the IMRF Levy for levy year 2019 does not exceed the County's "limiting rate" for levy year 2019 calculated by the County Clerk in accordance with the provisions of the Property Tax Extension Limitation Law, as amended; and

WHEREAS the IMRF Levy for levy year 2019 is not less than the amount of principal of and interest on the Bonds otherwise payable from Pledged Taxes levied for the year 2019; and

WHEREAS it is necessary and in the best interests of the County that the Pledged Taxes levied for the year 2019 to pay the principal of and interest on the Bonds be abated;

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

Section 1. Abatement of Tax. The Pledged Taxes levied for the year 2019 in the Bond Ordinance are hereby abated in their entirety.

Section 2. Filing of Ordinance. Forthwith upon the adoption of this Ordinance, a certified copy hereof shall be filed with the County Clerk, and it shall be the duty of the County Clerk to abate the Pledged Taxes levied for the year 2019 in accordance with the provisions hereof.

Section 3. Effective Date. This Ordinance shall be in full force and effect forthwith upon its passage by the Board.

Adopted on _____, 2020.

Chairman, County Board

ATTEST:

County Clerk

STATE OF ILLINOIS)
) SS
COUNTY OF WINNEBAGO)

FILING CERTIFICATE

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 do further certify that on the ____ day of _____, 2020, there was filed in my office a duly certified copy of Ordinance No. _____ entitled:

AN ORDINANCE abating the tax hereto levied for the year 2019 to pay the principal of and interest on Taxable General Obligation Bonds (Alternate Revenue Source), Series 2018, of The County of Winnebago, Illinois.

(the "*Ordinance*") duly adopted by the County Board of the County on the ____ day of _____, 2020, and that the same has been deposited in the official files and records of my office.

I do further certify that the taxes heretofore levied for the year 2019 for the payment of the County's Taxable General Obligation Bonds (Alternate Revenue Source), Series 2018, as described in the Ordinance will be abated in their entirety as provided in the Ordinance.

IN WITNESS WHEREOF I hereunto affix my official signature and the seal of said County this ____ day of _____, 2020.

County Clerk

[SEAL]

Respectfully Submitted,
FINANCE COMMITTEE

(AGREE)

(DISAGREE)

JAIME SALGADO,
FINANCE CHAIRMAN

JAIME SALGADO,
FINANCE CHAIRMAN

DAVID FIDUCCIA

DAVID FIDUCCIA

JOE HOFFMAN

JOE HOFFMAN

BURT GERL

BURT GERL

DAVID BOOMER

DAVID BOOMER

STEVE SCHULTZ

STEVE SCHULTZ

KEITH McDONALD

KEITH McDONALD

The above and foregoing Ordinance Abating the Tax Hereto Levied for the Year 2019 to Pay the Principal of and Interest on Taxable General Obligation Bonds (Alternate Revenue Source), Series 2018, of the County of Winnebago, Illinois was adopted by the County Board of the County of Winnebago, Illinois this ____ day of _____ 2020.

ATTESTED BY:

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

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

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

Your Finance Committee presents the following **AN ORDINANCE ABATING
SPECIAL TAX ROLL FOR 2019 LEVY YEAR FOR PROPERTIES WITHIN THE
SPECIAL SERVICE AREA FOR THE I-39/BAXTER ROAD COUNTY WATER
DISTRICT PROJECT**, and recommends its adoption.

Respectfully submitted,
FINANCE COMMITTEE

TO ADOPT

NOT TO ADOPT

Jaime Salgado, Chairman

Jaime Salgado, Chairman

David Boomer

David Boomer

David Fiduccia

David Fiduccia

Burt Gerl

Burt Gerl

Joe Hoffman

Joe Hoffman

Keith McDonald

Keith McDonald

Steve Schultz

Steve Schultz

Dated this ____ day of February, 2020.

February 13, 2020 Board Meeting

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

2020 CR_____

SUBMITTED BY: FINANCE COMMITTEE

SPONSORED BY: JAMIE SALGADO

**AN ORDINANCE ABATING SPECIAL TAX ROLL FOR 2019 LEVY YEAR
FOR PROPERTIES WITHIN THE SPECIAL SERVICE AREA FOR THE
I-39/BAXTER ROAD COUNTY WATER DISTRICT PROJECT**

WHEREAS, on August 9, 2012, the County Board of the County of Winnebago, Illinois, by Ordinance Number 2012-CO-056, approved establishing a Special Service Area ("SSA") for the I-39/Baxter Road County Water District Project; and

WHEREAS, on October 25, 2012, the County Board of the County of Winnebago, Illinois, by Ordinance Number 2012-CO-072, approved an amendment to said establishing Ordinance, which enacted a Special Tax Roll assessing a special tax against each property lying within the SSA for the administration and maintenance of the SSA and for the payment of principal and interest on the County's General Obligation Bonds (Alternate Revenue Source), Series 2012F, issued pursuant to the establishing Ordinance for the purpose of financing a part of the cost of construction and formation of said County Water District Project; and

WHEREAS, pursuant to an Intergovernmental Cooperation Agreement ("Agreement") between the County of Winnebago, Village of Cherry Valley and the Village of New Milford, dated June 6, 2012, the parties determined that the area in and around the Baxter Road interchange on I-39 is appropriate for the formation of an Industrial Park Conservation Area to spur private investments and development defined in the Industrial Jobs Recovery Law ("IJRL"); and

WHEREAS, pursuant to the Agreement, the Special Tax Allocation Fund ("STAF" as defined in the IJRL), created with the tax increment financing will be placed under the control of Winnebago County to be administered for the length of the project; and

WHEREAS, funds deposited in the STAF generated from the IJRL District shall be used to pay for the payments on the SSA Bonds as first priority; and

WHEREAS, the Special Tax Roll for the SSA for levy year 2019 totaled \$443,744; and

WHEREAS, there is sufficient funds from the IJRL increment in the STAF fund as of September 30, 2019, to make the payments on the bonds for June 30, 2020 and December 30, 2020.

NOW, THEREFORE BE IT ORDAINED, by the County Board of the County of Winnebago, Illinois that the County Board hereby abate the Special Tax Roll for levy year 2019 in the following amounts:

<u>Pin No.</u>	<u>Amount</u>
16-28-300-021	\$13,315.94
16-28-300-024	\$19,648.60
16-28-300-023	\$57,861.45
16-28-400-019	\$33,138.04
16-28-400-021	\$19,041.36
16-28-400-020	\$85,968.06
16-33-200-009	\$117,457.88
16-33-100-009	<u>\$87,312.67</u>
Total	\$433,744.00

BE IT FURTHER ORDAINED this Ordinance shall be in full force and effect forthwith immediately upon its adoption.

BE IT FURTHER ORDAINED that the Clerk of the County Board shall deliver certified copies of this Ordinance to the Winnebago County Clerk, the interim Winnebago County Administrator and the Winnebago County Director of Finance.

The above and foregoing Ordinance was adopted by the County Board of the County of Winnebago, Illinois this ____ day of _____, 2020.

Frank Haney, 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

Sponsored by: Jaime Salgado, Chairman

COUNTY BOARD MEETING
February 13, 2020

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

Submitted by: Finance Committee

2020 CR _____

**RESOLUTION AUTHORIZING THE CHAIRMAN OF THE
COUNTY BOARD TO EXECUTE A GRANT SUB-AWARD
AGREEMENT BETWEEN REGION 1 PLANNING COUNCIL
AND WINNEBAGO COUNTY ADMINISTRATION**

WHEREAS, the County of Winnebago submitted a grant application to the Region 1 Planning Council (RPC) to assist in the census outreach and education effort to reach the highest self-response rate possible; and

WHEREAS, the County of Winnebago was selected as a sub-recipient of grant monies along with other entities based on the work plan and budget which have been agreed upon by the County and RPC in the amount of \$37,110; and

WHEREAS, the Grant Sub-Award Agreement between the County of Winnebago and RPC requires approval by the County Board to provide for execution by the County Board Chairman.

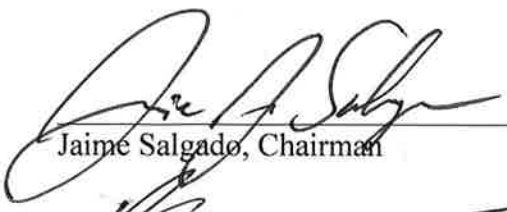
NOW, THEREFORE, BE IT RESOLVED by the County Board of the County of Winnebago, Illinois, that the County Board does hereby authorize the Chairman of the County Board to execute a Grant Sub-Award Agreement between Region 1 Planning Council and Winnebago County Administration.

BE IT FURTHER RESOLVED that the Clerk of the County Board shall deliver a certified copy of the Resolution to Region 1 Planning Council and the Interim County Administrator.

Respectfully submitted,
FINANCE COMMITTEE

AGREE

DISAGREE


Jaime Salgado, Chairman

Jaime Salgado, Chairman


Dave Boomer

Dave Boomer


Dave Fiduccia

Dave Fiduccia


Burt Gerl

Burt Gerl


Joe Hoffman

Joe Hoffman


Keith McDonald

Keith McDonald


Steve Schultz

Steve Schultz

The above and foregoing Resolution was adopted by the County Board of the County of Winnebago, Illinois this ____ day of _____, 2020.

Frank Haney, 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



**GRANT SUB-
AWARD
AGREEMENT
BETWEEN
REGION 1 PLANNING COUNCIL
AND WINNEBAGO COUNTY
ADMINISTRATION**

Region 1 Planning Council (Grantor), with its principal office at 313 North Main Street, Rockford, IL 61101, and Winnebago County Administration (Winnebago County) (Grantee), with its principal office and payment address at 404 Elm Street, Rockford IL 61101, hereby enter into this Grant Agreement (Agreement). Grantor and Grantee are collectively referred to herein as "Parties" or individually as a "Party."

**PART ONE – THE UNIFORM TERMS
RECITALS**

WHEREAS, the Illinois Department of Human Services ("IDHS") is the agency of the State of Illinois designated to administer a statewide census outreach and education effort to reach the highest self-response rate possible.; and

WHEREAS, RPC and IDHS entered into an Agreement (the "Prime Contract"), whereby RPC has agreed to administer, as Regional Intermediary, the census 2020 program for selecting, supporting and managing subrecipients; providing technical assistance (TA) and capacity building; collaborating with the State and other entities to identify subsequent needs, and carrying out linguistically- and culturally-appropriate outreach and education efforts.; and

WHEREAS, it is the intent of the Parties to perform consistent with all Exhibits and attachments hereto and pursuant to the duties and responsibilities imposed by Grantor under the laws of the State of Illinois and in accordance with the terms, conditions and provisions hereof.

WHEREAS, RPC, submitted an application for Regional Intermediary Services to the State of Illinois and IDHS, for services to be provided to Historically Undercounted people in Historically Undercounted places, pursuant to which RPC is contracting for the Agency's services on the terms and conditions contained in this Agreement, including Exhibit B which consists of the work plan (the "Work Plan") and the Agency's budget, all of which have been mutually agreed upon by the Grantee and RPC; and

WHEREAS, the terms and conditions stated in this Agreement and the attached Exhibits may be amended or modified or additional services may be added or the term of this Agreement extended pursuant to the further agreement of the parties, as reflected in documents to be attached hereto from time to time as additional exhibits to this Agreement;

NOW, THEREFORE, in consideration of the foregoing and the mutual agreements contained herein, and for other good and valuable consideration, the value, receipt and sufficiency of which are acknowledged, the Parties hereto agree as follows:



**ARTICLE I
AWARD AND GRANTEE-SPECIFIC INFORMATION AND CERTIFICATION**

- 1.1. DUNS Number; SAM Registration; Nature of Entity. Under penalties of perjury, Grantee certifies that 010243822 is Grantee's correct DUNS number, that 36-6006681 is Grantee's correct FEIN or Social Security Number, and that Grantee has an active State registration and SAM registration. Grantee is doing business as a (check one):

- | | |
|--|--|
| <input type="checkbox"/> Individual | <input type="checkbox"/> Pharmacy-Non Corporate |
| <input type="checkbox"/> Sole Proprietorship | <input type="checkbox"/> Pharmacy/Funeral Home/Cemetery Corp. |
| <input type="checkbox"/> Partnership | <input type="checkbox"/> Tax Exempt |
| <input type="checkbox"/> Corporation (Inc. Not For Profit) | <input type="checkbox"/> Ltd Liability Company (select applicable partnership) |
| <input type="checkbox"/> Medical Corporation | <input type="checkbox"/> P = partnership |
| <input checked="" type="checkbox"/> Governmental Unit | <input type="checkbox"/> C = corporation |
| <input type="checkbox"/> Estate or Trust | |

If Grantee has not received a payment from the state of Illinois in the last two years, Grantee must submit a W-9 tax form with this Agreement.

- 1.2 Amount of Agreement. Grant Funds (check one) ☐ shall not exceed or ☒ are estimated to be, **\$37,110**, of which **\$0** are federal funds. Grantee agrees to accept Grantor's payment as specified in the Exhibits and attachments incorporated herein as part of this Agreement.

- 1.3 Term. This Agreement shall be effective on November 1, 2019 and shall expire on June 30, 2020, unless terminated pursuant to this Agreement.

- 1.4 Certification. Grantee certifies under oath that (1) all representations made in this Agreement are true and correct and (2) all Grant Funds awarded pursuant to this Agreement shall be used only for the purpose(s) described herein. Grantee acknowledges that the Award is made solely upon this certification and that any false statements, misrepresentations, or material omissions shall be the basis for immediate termination of this Agreement and repayment of all Grant Funds.



1.5 Signatures. In witness whereof, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives.

REGION 1 PLANNING COUNCIL

WINNEBAGO COUNTY

Michael Dunn, Jr.

Signature of Authorized Representative

Date

Date

Michael Dunn, Jr.

Printed Name

Printed Name

Executive Director

Printed Title

**ARTICLE II
REQUIRED REPRESENTATIONS**

2.1. Standing and Authority. Grantee warrants that:

- a) Grantee is duly organized, validly existing and in good standing, if applicable, under the laws of the State in which it was incorporated or organized.
- b) Grantee has the requisite power and authority to execute and deliver this Agreement and all documents to be executed by it in connection with this Agreement, to perform its obligations hereunder and to consummate the transactions contemplated hereby.
- c) If Grantee is organized under the laws of another jurisdiction, Grantee warrants that it is also duly qualified to do business in Illinois and, if applicable, is in good standing with the Illinois Secretary of State.
- d) The execution and delivery of this Agreement, and the other documents to be executed by Grantee in connection with this Agreement, and the performance by Grantee of its obligations hereunder have been duly authorized by all necessary entity action.
- e) This Agreement and all other documents related to this Agreement, including the Uniform Grant Application, the Exhibits and attachments to which Grantee is a party constitute the legal, valid and binding obligations of Grantee enforceable against Grantee in accordance with their respective terms.

2.2 Federal Requirements. All Awards, whether funded in whole or in part with either Federal or State funds, are subject to Federal requirements and regulations, including but not limited to 2 CFR Part 200, 44 Ill. Admin. Code



**ATTACHMENT 3:
APPROVED BUDGET FOR WINNEBAGO COUNTY**

Winnebago County Administration		
Total State Funds Requested	\$37,110	Deliverable Details
6. Contractual	\$34,520	
Printing: Posters	\$680	11x17, 2000
Printing: Rack Cards	\$1,030	3.7 x 9, 10,000
Radio Ads: On Air	\$20,810	Townsquare Media, 10/1 to 4/10 2020
Radio Ads: Digital	\$12,000	Townsquare Media, 10/1 to 4/10 2020; 117,790 impressions/mo
16. Total Direct Costs	\$34,520	
18. Total Direct/Indirect Costs	\$34,520	
Variance		\$2,590

*Expenditure of Variance Funds is subject to approval from RPC, and will be prioritized for targeted activities and outreach to historically undercounted populations in the Northern Region.

2020 Fiscal Year

Sponsored by:

Jaime Salgado, Finance Committee Chairman

Finance: February 6, 2020

Lay Over: February 13, 2020

Final Vote: February 27, 2020**2020(0****TO: THE HONORABLE 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, 2020 and recommends its adoption.

ORDINANCE

WHEREAS, the Winnebago County Board adopted the "Annual Budget and Appropriation Ordinance" for the fiscal year ending September 30, 2020 at its September 26, 2019 meeting; and,

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

NOW, THEREFORE, BE IT ORDAINED, that the County Board deems that pursuant to the provisions as set forth in 55ILCS 5/6-1003(2014), certain conditions have occurred in connection with the operations of the County which are deemed to be immediate emergencies; therefore the following increases are hereby authorized.

2020-012 Detention Home Roof Replacement

Reason: Increase Building Improvements to fund replacement of the roof at the Juvenile Detention Home

Alternative: N/ A

Impact to fiscal year 2021 budget: None

Revenue Source: Detention Home fund balance

<u>Acct Description</u>	<u>Org</u>	<u>Obj</u>	<u>Debit {Credit}</u>
Other Professional Services	43100	44620	135,000

Total Adjustment: **\$135,000**

(AGREE)

JAIME SALGADO,
FINANCE CHAIRMAN

DAVID FIDUCCIA

JOE HOFFMAN

BURT GERL

DAVID BOOMER

STEVE SCHULTZ

KEITH MCDONALD

Respectfully Submitted,
FINANCE COMMITTEE
(DISAGREE)

JAIME SALGADO,
FINANCE CHAIRMAN

DAVID FIDUCCIA

JOE HOFFMAN

BURT GERL

DAVID BOOMER

STEVE SCHULTZ

KEITH McDONALD

The above and foregoing Ordinance was adopted by the County Board of the County of Winnebago, Illinois this____ day of_____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

2020
WINNEBAGO COUNTY
 FINANCE COMMITTEE
 REQUEST FOR BUDGET AMENDMENT

DATE SUBMITTED: 1/10/2020 AMENDMENT NO: 2020-011							
DEPARTM ENT: Juvenile Detention Home				SUBMITTED BY: Steve Chapman			
FUND#: 131				DEPT. BUDGET NO. 43100			
Department Org Number	Object (Account) Number	Object (Account) Descript ion	Adopted Budge t	Amendments Previously Approved	Revised Approved Budget	Increase (Decrease)	Key rsea Budget after Approved Budget Amendment
Expenditures							
43100	46320	Build ing Improvements	\$0	\$0	\$0	\$135,000	\$ 135,000
Revenue							
TOTAL ADJUSTMENT:						\$1,435,000	\$135,000
Reason budget amendment is required :							
increase Building Improvements to fund replacement of the roof							
Potential alternatives to budget amendment :							
N/A							
None							
Revenue Source: <u>Detention Home Fund Balance</u>							

2020 Fiscal Year

Finance: February 6, 2020

Lay Over: February 13, 2020

Sponsored by:

Final Vote: February 27, 2020

Jaime Salgado, Finance Committee Chairman

2020 CO

TO: THE HONORABLE 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, 2020 and recommends its adoption.

ORDINANCE

WHEREAS, the Winnebago County Board adopted the "Annual Budget and Appropriation Ordinance" for the fiscal year ending September 30, 2020 at its September 26, 2019 meeting; and,

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

NOW, THEREFORE, BE IT ORDAINED, that the County Board deems that pursuant to the provisions as set forth in 55ILCS 5/6-1003(2014), certain conditions have occurred in connection with the operations of the County which are deemed to be immediate emergencies; therefore the following increases are hereby authorized.

2020-013 IMRF Fund

Reason: Increase transfers to other funds to reflect appropriate transfer to the 2018 IMRF Bond Fund based on the Debt Service Schedule

Alternative: N/A

Impact to fiscal year 2021 budget: None

Revenue Source: IMRF fund balance

<u>Acct Description</u>	<u>Org</u>	<u>Obj</u>	<u>Pri</u>	<u>Debit (Credit)</u>
Transfer to Other Funds	49400	49110		142,000

Total Adjustment: **\$142,000**

(AGREE)

Respectfully Submitted,
FINANCE COMMITTEE
(DISAGREE)

JAIME SALGADO,
FINANCE CHAIRMAN

JAIME SALGADO,
FINANCE CHAIRMAN

DAVID FIDUCCIA

DAVID FIDUCCIA

JOE HOFFMAN

JOE HOFFMAN

BURT GERL

BURT GERL

DAVID BOOMER

DAVID BOOMER

STEVE SCHULTZ

STEVE SCHULTZ

KEITH McDONALD

KEITH McDONALD

The above and foregoing Ordinance was adopted by the County Board of the County of Winnebago, Illinois this ____ day of _____ 2020.

ATTESTED BY:

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

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

2020
WINNEBAGO COUNTY
FINANCE COMMITTEE
REQUEST FOR BUDGET AMENDMENT

DATE SUBMITTED: February 6, 2020				AMENDMENT NO: 2012-013			
DEPARTMENT:		IMRF FUND		SUBMITTED BY: Steve Chapman			
FUND#:		193		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
Expenditures							
49300	49110	Transfer to Other Funds	\$1,580,000	\$0	\$1,580,000	\$142,000	\$1,722,000
Revenue							
TOTAL ADJUSTMENT:						\$142,000	\$1,722,000

Reason budget amendment is required:
increase transfer to other funds to reflect appropriate transfer to the 2018 IMRF Bond Fund based on the Debt Service Schedule.

None
N/A

Impact to fiscal year 2021 budget:
None

Revenue Source: IMRF Fund balance

ECONOMIC DEVELOPMENT COMMITTEE

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

SUBMITTED BY: ECONOMIC DEVELOPMENT COMMITTEE

2020 CR _____

**RESOLUTION AUTHORIZING A GRANT OF THIRTY-FIVE THOUSAND DOLLARS
(\$35,000) TO THE REGIONAL ACCESS AND MOBILIZATION PROJECT, INC
(RAMP) TO ASSIST WITH RENOVATING THEIR FACILITY**

WHEREAS, The County of Winnebago, Illinois has roughly 26,000 people under the age of 65 with a disability, and 29% of the families in the United States have a family member with a disability; and

WHEREAS, Regional Access and Mobilization Project, Inc. (“RAMP”) mission is to build an inclusive community that encourages individuals with disabilities to reach their full potential with the goal of achieving self-sufficiency and independence; and

WHEREAS, RAMP began 39 years ago serving only Winnebago County and now serves the counties of Boone, DeKalb, Stephenson as well as Winnebago; and

WHEREAS, RAMP's headquarters is located at 202 Market Street, Rockford, Illinois in a building it purchased in 1996 that is in need of repair and expansion to serve the employees of RAMP and their clients;

WHEREAS, RAMP through its Board of Directors has determined to embark on a campaign for building renovations and technology upgrades to its headquarters; and

WHEREAS, RAMP has secured a \$600,000 lead gift which is a challenge grant to secure another \$600,000 if RAMP can secure donations of \$600,000; and

WHEREAS, RAMP desires the County of Winnebago to grant it \$35,000 from host fee funds that will be a part of the \$600,000 which it can receive a 1:1 match for; and

NOW THEREFORE, BE IT RESOLVED, the County of Winnebago, Illinois will donate \$35,000.00 (Thirty Five Thousand Dollars) to RAMP from host fee funds to assist it in receiving a matching grant for its campaign for building renovations and technology upgrades to its headquarters; and

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

BE IT FURTHER RESOLVED, that the Clerk of the County Board is hereby authorized to prepare and deliver a certified copy of this Resolution to the Winnebago County Director of Planning, Winnebago County Administrator, and the Winnebago County Auditor.

Respectfully submitted,
Economic Development Committee
DISAGREE

AGREE

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 ____ day of _____ 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

Winnebago County Annual Host Fee Award Policy Application

ORGANIZATIONAL INFORMATION	
Organization Name:	Regional Access & Mobilization Project, Inc. (RAMP)
Contact (Point) Person:	Amy Morris
Contact Person Position:	Development Director
Contact Phone Number:	(<u>8</u> <u>1</u> <u>5</u>) <u>9</u> <u>6</u> <u>8</u> - <u>7</u> <u>4</u> <u>6</u> <u>7</u> Circle One: Work Home Mobile Other: <u>work</u> () - Circle One: Work Home Mobile Other:
Address(es) / Location(s) of Activity:	1) <u>202 Market Street</u> 2) <u>Rockford, IL 61108</u> 3) _____
Description of the Organization:	See attachment
Requested Award Amount (\$):	\$ <u> </u> , <u> </u> <u>3</u> <u>5</u> , <u>0</u> <u>0</u> <u>0</u> . <u>00</u>
Proposed Use of Award (specific): <i>Should address items, such as: what, who, when, where, how, etc.?</i>	See attachment

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


Winnebago County Annual Host Fee Award Policy Application

Expected Program Outcomes Outlined:	see attachment		
OTHER PARTICIPATING ORGANIZATION(S)			
Name(s)	INVESTMENT		
	Amount (\$)	or	Type of Involvement (Description)
Willow Springs Foundation	\$ ____ , 6 0 0 , 0 0 0 . 00		This lead, out of town gift, is a challenge grant. \$300,000 has been received. The remaining \$300,000 will be received once we have secured the matching gifts.
	Has the investment been formally/officially approved? <input checked="" type="checkbox"/> Approved Date: 5/8/19 <input type="checkbox"/> Anticipated Date: _____		
Corporate Support: JL Clark, Woodward, Midland States Bank, Mobility Connection, Benning Group, Savant	\$ ____ , 7 2 , 0 0 0 . 00		General Campaign support
	Has the investment been formally/officially approved? <input checked="" type="checkbox"/> Approved Date: various <input type="checkbox"/> Anticipated Date: _____		
Individuals/Board Support	\$ ____ , 9 2 , 2 2 9 . 00		General Campaign support
	Has the investment been formally/officially approved? <input checked="" type="checkbox"/> Approved Date: various <input type="checkbox"/> Anticipated Date: _____		

Required documents to be submitted by the Organization

☒ 501(c)(3) tax exempt status

☒ signed W-9 form


Applicant Signature

12/20/19
Date

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

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



Winnebago County Host Fee Award Policy Application Attachment

Description of the Organization:

1 in 5 Americans is living with a disability and over 29% of families in the United States have one or more members with a disability. There are roughly 26,000 people (under the age of 65) in Winnebago County who have a disability. A majority of our board and staff are individuals with disabilities, so our drive and determination to ensure all reach their full potential is more than a job, it's personal.

RAMP's mission is to build an inclusive community that encourages individuals with disabilities to reach their full potential. We take a creative approach to find resources and opportunities available to team up with individuals with disabilities to help provide empowerment, self-sufficiency and independence so they can live a **life of their choosing, increase their economic well-being and gain a greater quality of life.**

RAMP staff meets those we serve where they are in their lives and together as a team we establish goals to take them where they want to go. RAMP also advocates for the implementation of current laws, promotion of needed legislation and improvement of existing systems for people with disabilities while working to diminish negative attitudes that threaten to impede equal access.

Overview of Services

As a Center for Independent Living (CIL), RAMP's **five core services** are the foundation of what we do.

1. **Information & Referral** - RAMP responds to inquiries from people with disabilities, family members, other service providers, the business community and the general public on programs, resources and other issues related to disabilities.
2. **Peer Support** – RAMP has an intimate understanding of the needs and solutions to advance the lives of people with disabilities. RAMP has this understanding because the majority of our staff and board of directors have a disability.
3. **Independent Living Services** – services to help people accomplish their goals of independence and how to do those things for themselves.
4. **Individual & Systemic Advocacy** - We advocate for the implementation of current laws, promotion of needed legislation and improvement of existing systems for people with disabilities while working to diminish negative attitudes that threaten to impede equal access.
5. **Transition** – Services that help individuals with disabilities transition into independent living in the community.

These five core services run consistently through each of the **programs and services** that RAMP provides.

These programs include:

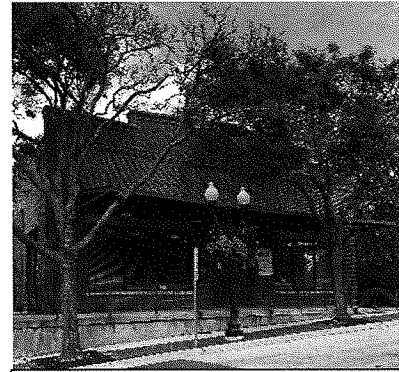
- Youth Education and Advocacy
- Disability Education and Awareness
Taught in Classrooms Kindergarten through Senior Year
- Pre-Employment Youth Services
- Employment Services
- Traumatic Brain Injury Program
- Personal Assistance Program
- Community Reintegration Program
- Deaf and Hard of Hearing Services
- Amplified Phone Distribution
- Loaning of Ramps and Durable Medical Equipment
- Accessibility Audits
- Transportation Training

Requested Award Amount: \$35,000

Proposed use of Award:

Who/Why (The Need):

When RAMP began, we had a budget of \$95,000 while serving only one county. Over the past 39 years, the need for our services has increased dramatically. We have responded to this need by developing into a progressive organization with an annual budget of \$2.1 million that **serves more than 1,000 people on an annual basis and responds to over 12,000 calls for information and referral** from four full-time offices throughout the counties of Boone, DeKalb, Stephenson and Winnebago. RAMP is now served by **41 staff** and have added vital services like employment, youth education advocacy, traumatic brain injury, community reintegration, school curriculums and more.



RAMP's building located at 202 Market Street, Rockford

We have always prided ourselves on being fiscally responsible and have never forgotten that we are an extension of our community. As the economy, and our funds, have ebbed and flowed, we were always mindful of our expenses and often chose hiring additional staff or meeting the rising costs of health care over replacing fraying carpeting or repainting scuffed walls. But we have put off our infrastructure needs for too long and our staff and consumers deserve an office that is safe and comfortable.

What (The Project):

In 1996, RAMP purchased the building at 202 Market Street and made it our headquarters to serve four counties in north central Illinois. From this facility, we build human potential by empowering individuals with disabilities to control their own lives through self-sufficiency and independence so they can fully participate in their communities.

As we break down the walls and barriers that people with disabilities often face, we find the need to break down our actual office walls as we have outgrown the lay-out of our building and need to improve the space that has served us well for 23 years.

After a year of research and a robust feasibility study, **RAMP's Board of Directors voted unanimously to embark on a capital campaign for building renovations.** This project will consist of a complete renovation of the inside of our building as well as upgrading all of our systems including HVAC, plumbing and electrical, as well as a small addition on the back of the building.

The space is being redesigned to meet the privacy and program needs of our staff and consumers.

The new space will provide eight offices (seven currently), 25 private work stations (18 non-private spaces currently), five meetings rooms (one currently), a larger Board room that can accommodate our entire staff and community trainings and four fully accessible bathrooms (three accessible currently). Overall, we will increase our usable workspace by almost 2000 square feet while improving the flow and opportunity for private meetings with those we serve.

Our building was built by the Cudahy Packaging Company in 1920 as one of 97 distribution sites across the country from which they sold their meats. By 1922, the company was so successful that they topped \$200 million in annual sales and employed over 13,000 people.

The walls and floors are literally two feet thick and layered with cork, wood and cement to provide insulation. Its quality and girth is unrivaled and we are fortunate to work in such a solid, historical facility. It is also a testament to the fact that ANY building can be made accessible, even those almost 100 years old!

When (Timeline of the Project):

Our architectural plans have been finalized and we have gone out to bid. This process will take a few weeks and we will select contractors by January 9, 2020. We plan to begin construction on January 13 and estimate the project to take approximately 6 months to eight months. For safety of our staff and those we serve, RAMP will be vacating our building and temporarily moving to donated space at Mercyhealth's Clinic on Rockton Avenue. This move took place on 12/19/19. We will also have meeting and storage space donated by First Midwest Group on Mulford Road.



RAMP's building was originally owned by Cudahy Packaging Company, one of the largest packing houses in the United States and was even one of the first companies (#389) on the first ever S&P 500 Index in 1957.

Campaign Goal:

RAMP's Board of Directors voted on March 20, 2019 to embark on a capital campaign with the goal of raising \$1.5+ million. The budget for the campaign is:

• First & Lower Floor Renovations	\$1,036,250
• Addition to Building	\$292,600
• Furnishings and Audio-Visual Equipment	\$75,000
• Architect Fees, Engineering and Contingency Costs	<u>\$119,700</u>
	\$1,523,550

Our Request & Specific Use of Funds:

RAMP respectfully asks the Winnebago County Board to support our Capital Campaign in the amount of \$35,000 to renovate our building so we can better serve our consumers and our community's strongest asset, human capital. **Specifically, the award will help us fund our Community/Board Room** that is used for RAMP board and staff meetings, community trainings (advocacy groups, support groups, collaborative partnership meetings, etc). The award will help us improve the quality of life of those we serve and increase their economic well being and the community at large.

We have secured a \$600,000 lead gift. This *out of town gift* is a *challenge grant* to secure other gifts by offering a *1:1 match component* up to \$600,000. Therefore, **your award of \$35,000 will become an award of \$70,000** and help us earn the entire \$600,000 gift potential from the donor.

Other Participating Organizations:

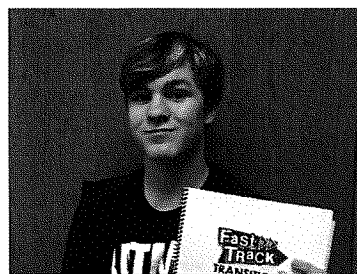
As of 12/20/19, RAMP has secured \$859,403 in gifts, pledges and in-kind support. This includes the lead matching gift, \$72,000 in support from the corporate community, and over \$92,000 from individuals (including 100% Board participation). We have \$600,021 in outstanding requests with an 87% success rate of our asks. This includes requests through our local legislators for support from the State of Illinois. **Support from Winnebago County will help us successfully reach our goal and ultimately help us empower people with disabilities in our community to live a self-sufficient, independent life of their choosing!**

Expected Program Outcomes (Impact):

RAMP serves individuals with disabilities who are on a quest to increase their self-sufficiency and independence for a greater quality of life. Our impact stretches from assisting individuals entering the work world to those evading institutional living to students striving for an equitable education and a successful future as an adult. And while the personal gains are obvious for these individuals, **the economic gains are also substantial for our communities.**

In 2018, RAMP helped **62 individuals get a job**. The average single person receives \$300/month in the SNAP benefits formerly called food stamps. If you multiply that \$300 by 12 months for each of the 62 now employed individuals, **the savings is over \$223,200 for just one year**, and that is only counting one benefit not to mention others like housing.

In Illinois, the average cost of nursing home care is \$163.59/day or \$59,710 annually. RAMP moves, on average, 12 people out of nursing homes every year and back into the community, creating an annual savings of \$716,520, **the savings is nearly \$538,000 annually.**



"Fast Track has helped me to prepare for getting a job in ways that I couldn't figure out myself. Practicing creating a resume and filling out job applications is really helpful."

It has been found that students with disabilities are twice as likely as their non-disabled peers to drop out of high school. The cost of just basic benefits for one individual is \$1670/month costing our state over \$20,000 annually for anyone not employed, not to mention the loss of income taxes they would otherwise pay, local purchases they would make, rent and/or property taxes they would pay; the costs just mount! RAMP is working with youth through our Fast Track Transition Services and Project SEARCH to **ensure our community's future workforce has the skills and experience needed to earn a living wage and prevent the need for government assistance.**

RAMP's newest program is Project SEARCH. **Project SEARCH prepares young people with significant disabilities for successful integrated, competitive employment by teaching them transferable work skills at a large local employer.** The goal at the conclusion of the program is competitive employment in the community.

We are very proud to have brought the very first Project SEARCH to Northern Illinois in partnership with Mercyhealth and Belvidere School District. We are currently in our second year of programming at Mercyhealth and are thrilled that with proven success, we were approved to open a second site in August 2019 at the DeKalb campus of Northwestern Medicine Kishwaukee Hospital.



Pictured above: Project SEARCH Graduates from 2019

Eleven of the twelve 2018 Project SEARCH Graduates were employed in the community at the conclusion of the program. Currently, nine of the eleven 2019 Project SEARCH Graduates are employed in the community and we continue to work with the remaining graduates to help them with their employment goals.



Pictured left: Project SEARCH Graduates from 2018.

Thank you for your consideration of our request to support RAMP's Capital Campaign to help us invest in our community and build human potential!



Center for Independent Living
Serving Individuals with Disabilities since 1980
CAPITAL CAMPAIGN CASE STATEMENT – 2019
Vision 2020 – Building a better future

“The greatest use of a life is to spend it on something that will outlast it.”

- **William James**

Introduction

In 1996, RAMP purchased the building at 202 Market Street and made it our headquarters to serve four counties in north central Illinois. From this facility, we build human potential by empowering individuals with disabilities to control their own lives through self-sufficiency and independence so they can fully participate in their communities.

As we break down the walls and barriers that people with disabilities often face, we find the need to break down our actual office walls as we have outgrown the lay-out of our building and need to improve the space that has served us well for 23 years.

Need

When RAMP began, we had a budget of \$95,000 while serving only one county. Over the past 39 years, the need for our services has increased dramatically. We have responded to this need by developing into a progressive organization with an annual budget of \$2.1 million that **serves more than 1,000 people on an annual basis and responds to over 12,000 calls for information and referral** from four full-time offices throughout the counties of Boone, DeKalb, Stephenson and Winnebago. RAMP is now served by **41 staff** and have added vital services like employment, youth education advocacy, traumatic brain injury, community reintegration, school curriculums and more.



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The Project

After a year of research and a robust feasibility study, **RAMP's Board of Directors voted unanimously to embark on a capital campaign for building renovations and technology upgrades.** This project will consist of a complete renovation of the inside of our building as well as upgrading all of our systems including HVAC, plumbing and electrical, as well as a small addition on the back of the building. The space is being redesigned to meet the privacy and program needs of our staff and consumers.

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Timeline of Project:

Our architectural plans have been finalized and we are going out to bid with contractors in mid-December. This process will take a few weeks and we select contractors by January 7, 2020. We plan to begin construction on January 13 and estimate the project to take approximately 6 months to eight months. For safety of our staff and those we serve, RAMP will be vacating our building and temporarily moving to donated space at Mercyhealth's Clinic on Rockton Avenue. We will also have meeting and storage space donated by First Midwest Group on Mulford Road.

Our Request:

RAMP respectfully asks the Winnebago County Board to support our Capital Campaign in the amount of \$35,000 to renovate our building so we can better serve our consumers and our community's strongest asset, human capital. We are accepting one-year gifts or support over a two-year period.

We have secured a \$600,000 lead gift. This *out of town gift* is a *challenge grant* to secure other gifts by offering a *1:1 match component* up to \$600,000. Therefore, **your gift of \$35,000 will become a gift of \$70,000** and help us earn the entire \$600,000 gift potential from the donor.

To date (as of December 5, 2019), RAMP has secured \$810,000 in gifts and pledges. We have \$660,000 in outstanding requests with an 83% success rate of our asks. **Your support will help us successfully reach our goal and ultimately help us empower people with disabilities in our community to live a self-sufficient, independent life of their choosing!**

RAMP's Impact

RAMP serves individuals with disabilities who are on a quest to increase their self-sufficiency and independence. Our impact stretches from assisting individuals entering the work world to those evading institutional living to students striving for an equitable education and a successful future as an adult. And while the personal gains are obvious for these individuals, **the financial gains are also substantial for our communities.**

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Our Mission

1 in 5 Americans is living with a disability and over 29% of families in the United States have one or more members with a disability. A majority of our board and staff are individuals with disabilities, so our drive and determination to ensure all reach their full potential is more than a job, it's personal.

RAMP's mission is to build an inclusive community that encourages individuals with disabilities to reach their full potential. We take a creative approach to find resources and opportunities available to team up with individuals with disabilities to help provide **empowerment, self-sufficiency and independence** so they can access the community where we live, work and play.

RAMP staff meets those we serve where they are in their lives and together as a team we establish goals to take them where they want to go. RAMP also **advocates for the implementation of current laws, promotion of needed legislation and improvement of existing systems** for people with disabilities while working to diminish negative attitudes that threaten to impede equal access.

Consumer Expectations

RAMP will assist anyone with a disability (any age, any disability) that seeks its services and wants to achieve their goals by...

- Requiring that **they be part of the solution** and take an active role
- Being emphatic that **each person's disability is only part of who they are** and focus more on their abilities
- Always **being honest with them about their choices and opportunities** as well as the possible benefits and/or consequences of those same choices
- Encouraging them to **use the talents and passions they possess to create a life** of which they are proud

Overview of Services

As a Center for Independent Living (CIL), RAMP's **five core services** are the foundation of what we do.

1. **Information & Referral** - RAMP responds to inquiries from people with disabilities, family members, other service providers, the business community and the general public on programs, resources and other issues related to disabilities.
2. **Peer Support** – RAMP has an intimate understanding of the needs and solutions to advance the lives of people with disabilities. RAMP has this understanding because the majority of our staff and board of directors have a disability.
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5. **Transition** – Services that help individuals with disabilities transition into independent living in the community.

These five core services run consistently through each of the **programs and services** that RAMP provides.

These programs include:

- Youth Education and Advocacy
- Disability Education and Awareness Taught in Classrooms Kindergarten through Senior Year
- Pre-Employment Youth Services
- Employment Services
- Traumatic Brain Injury Program
- Personal Assistance Program
- Community Reintegration Program
- Deaf and Hard of Hearing Services
- Amplified Phone Distribution
- Loaning of Ramps and Durable Medical Equipment
- Accessibility Audits
- Transportation Training

Recent Accomplishments

RAMP was recently accredited by the **Commission on Accreditation of Rehabilitation Facilities (CARF) International for a period of three years for its Employment Services**. This accreditation decision represents the highest level of accreditation that can be given to an organization and shows the organization's substantial conformance to the CARF standards. An organization receiving a Three-Year Accreditation has put itself through a rigorous peer review process. It has demonstrated to a team of surveyors during an on-site visit its commitment to offering programs and services that are measurable, accountable, and of the highest quality.

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Pictured above: Project SEARCH
Graduates from 2019

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Pictured left: Project SEARCH
Graduates from 2018.

Thank you for your consideration of our request to support RAMP's Capital Campaign to help us invest in our community and build human potential!



Office of the Secretary of State Jesse White
CYBERDRIVEILLINOIS.COM

Corporation/LLC Search/Certificate of Good Standing

Corporation File Detail Report

File Number 52574595

Entity Name REGIONAL ACCESS & MOBILIZATION PROJECT, INC.

Status
ACTIVE

Entity Information

Entity Type
CORPORATION

Type of Corp
NOT-FOR-PROFIT

Incorporation Date (Domestic)
Friday, 20 November 1981

State
ILLINOIS

Duration Date
PERPETUAL

Agent Information

Name
JULIE JAN BOSMA

Address

202 MARKET ST
ROCKFORD , IL 61107

Change Date
Wednesday, 23 June 1999

Annual Report

Filing Date
Thursday, 17 October 2019

For Year
2019

Old Corp Name

08/29/1991
ROCKFORD ACCESS MOBILIZATION PROJECT, INC.

04/07/2009
REGIONAL ACCESS AND MOBILIZATION PROJECT, INC.

[Return to Search](#)

[File Annual Report](#)

[Adopting Assumed Name](#)


[Change of Registered Agent and/or Registered Office](#)

(One Certificate per Transaction)

202 Market Street (PIN: 11-23-332-003)



Legend

 Tax Parcels

The Winnebago County computerized aerial base property maps were assembled using County, State and other data. The map files are not intended to be the official survey of the land. The official land records are on file in the Winnebago County Recorder's Office.

1 inch = 100 feet



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

SUBMITTED BY: ECONOMIC DEVELOPMENT COMMITTEE

2020 CR _____

**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 ACCELERATED MACHINE DESIGN AND ENGINEERING, LLC**

WHEREAS, Accelerated Machine Design and Engineering, LLC (Accelerated) is a manufacturing and design engineering business located in an industrial park in the City of Rockford. The principal, Mark Tingley formed and has operated this business since its creation in 2008; and

WHEREAS, Accelerated offers turnkey design and manufacturing services capable of conceptual design, manufacturing or prototype parts, and full production and assembly services on a sub-contract basis with customers including Boeing, General Electric, TC Industries (an Illinois steel processor) and Bourn & Koch (a Rockford based machine tool builder); and

WHEREAS, while Accelerated services a variety of industries some of which (medical and aerospace) are experiencing strong sector growth others (automotive, oil and gas) are more cyclical and many of the custom design and engineering projects it works on have long lead times with payments during the development of Accelerated final project covering only costs and the final payment not being made until the end, which sometime entails Accelerated reworking the final product; and

WHEREAS, it is estimated this loan will assist in the creation of fourteen (14) full-time equivalent jobs; and

WHEREAS, Accelerated seeks this loan to fund working capital to alleviate the burden of increasingly large working capital requirements and is seeking a loan, as recommended by the staff of Rockford Local Development Corporation (RLDC), of one-hundred thousand dollars (\$100,000.00) amortized at five and a half percent (5.5%) for seven (7) years from the County of Winnebago's Revolving Loan Fund secured by a third mortgage on the real estate at 3044 Eastrock Court owned by Mark Tingley, and a personal guarantee the loan by Mark Tingley; and

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 \$100,000 at five and a half percent (5.5%) fully amortized over seven (7) years to Accelerated Machine Design and Engineering, LLC secured by

a third mortgage on the real estate at 3044 Eastrock Court owned by Mark Tingley, and a personal guarantee the loan by Mark Tingley.

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, and the 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 ____ day of _____ 2020.

ATTESTED BY:

FRANK HANEY
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:
 Accelerated Machine Design and Engineering, LLC

Applicant: Accelerated Machine Design and Engineering, LLC
Website: <http://www.accmach.com/>
Location Address: 3044 East Rock Ct
 Rockford, IL 61109
County Board District #: 15
County Board Member: Burt Gerl
Type of Business: ☐ New (Start-up) ☒ Expansion (Existing)
Industry: Manufacturing

<u>Requested County Revolving Loan Fund:</u>					<u>Employees:</u>		
<u>Investment(s)</u>				<u>Percentage</u>	Current		Projected
County:	\$ 100,000.00	5.50%	interest	100.00%	<i>Full-Time Equivalent (FTE):</i>		
		7	years		31		14
Owner's:	\$ -			0.00%	*Well educated & highly compensated engineers.		
NICDC / DCEO:	\$ -			0.00%			
				0.00%	<i>Part Time:</i>		
				0.00%	0		0
Total Financing of Project:	\$ 100,000.00			100.00%	Within the first next 2 years.		
					<u>Total:</u>	45	

***Cost of County funds per projected job created: **\$7,143**

Uses of Loan Proceeds:

- Permanent working capital to support the company's growth

Description of Business & Project:

Accelerated machine Design and Engineering, LLC is a Manufacturing business located in an industrial park in the City of Rockford. Accelerated serves many industries including aerospace, medical equipment, energy

Revolving Loan Fund

Loan Summary for:

Accelerated Machine Design and Engineering, LLC

production, automotive parts manufacturing, and defense equipment. They are experiencing an upward growth in their business which is why the need for assistance. They provide services to more than 70 companies, which has increased from 48 companies just 2 years ago.

RLDC Recommendation:

Staff recommends a \$100,000 loan to Winnebago County for the following reasons:

- 1) Participation in this project is projected to increase employment by fourteen (14) highly skilled employees within two years. These employees are projected to be well educated and highly compensated engineers.
- 2) Despite the debt proposed herein, Accelerated remains a well-capitalized business. Not including his mortgage and machinery debt which is fairly recent, Mr. Tingley has built his business largely with internally generated cash and has used debt sparingly in the form of a line of credit that has helped him manage his payment cycles from his customers.
- 3) Accelerated has a demonstrated history of strong cash flow more than adequate to support project debt.
- 4) Accelerated appears to be led by an experienced visionary who carefully manages the growth of his business.
- 5) Accelerated is the type of company Rockford has tried to cultivate and grow. Its workers present highly valued added services to the manufacturing industries that are Rockford's industrial backbone.
- 6) The proposed loan is well secured by real property at 3044 Eastrock in Rockford yielding an estimated collateral coverage equal to 2.98.



Office of the Secretary of State Jesse White
CYBERDRIVEILLINOIS.COM

Corporation/LLC Search/Certificate of Good Standing

LLC File Detail Report

File Number 02652919

Entity Name ACCELERATED MACHINE DESIGN AND ENGINEERING LLC

Status ACTIVE

Entity Information

Principal Office
3044 EASTROCK COURT
ROCKFORD, IL 611090000

Entity Type
LLC

Type of LLC
Domestic

Organization/Admission Date
Tuesday, 11 December 2007

Jurisdiction
IL

Duration
PERPETUAL

Agent Information

Name

MARK TINGLEY

Address

1261 KEY WEST DR
MACHESNEY PARK , IL 61103

Change Date

Tuesday, 11 December 2007

Annual Report

For Year

2019

Filing Date

Tuesday, 12 November 2019

Managers

Name

Address

MARK C. TINGLEY
1261 KEY WEST DR
MACHESNEY PARK, IL 61103

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)

PIN: 16-04-326-003 & -005



Legend

 Tax Parcels

The Winnebago County computerized aerial base property maps were assembled using County, State and other data. The map files are not intended to be the official survey of the land. The official land records are on file in the Winnebago County Recorder's Office.

1 inch = 60 feet





Winnebago County

County Treasurer

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

Parcel Tax Details for Parcel Number 16-04-326-003

[View Property via WinGIS](#)

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

2018 ▼

Tax Payment Information ***2018 taxes payable in 2019***

Owner Address

OUABACHE HOLDINGS LLC
3044 EASTROCK COURT
ROCKFORD, IL 61109

Taxbill Address

OUABACHE HOLDINGS LLC
3044 EASTROCK COURT
ROCKFORD, IL 61109

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

Due Date: 6/28/2019
Amount: 1155.19
Penalty: 0.00
Cost: 0.00
Total Due: 1155.19
Paid: 1155.19 Date: 6/25/2019
By: PAID AT MIDLAND BANK

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

Due Date: 9/27/2019
Amount: 1155.19
Penalty: 0.00
Cost: 0.00
Total Due: 1155.19
Paid: 1155.19 Date: 9/25/2019
By: pd at Midland State Bank

For Parcel Address: EAST ROCK CT

Tax Calculation

<i>Description</i>		<i>Amount</i>
Board of Review Assessed Value		16043
Township Equalization Factor	x	1.0000
Board of Review Equalized Value	=	16043
Home Improvement Exemption	-	0
Disabled Veteran Exemption	-	0
Department of Revenue Assessed Value	=	16043

County Multiplier	X	1.0000
Revised Equalized Value	=	16043
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	=	16043
Tax Rate for Tax Code 127	X	14.4012
Calculated Tax	=	\$2310.38
Non Ad Valorem -	+	\$0.00
Abatements	-	\$0.00
TOTAL TAX DUE:	=	\$2310.38
Fair Market Value: 48130		1977 Equalized Value: 0

Taxing Bodies and Rates

<i>Taxing Body</i>	<i>Rate</i>	<i>Tax</i>
WINNEBAGO COUNTY	1.0173	\$163.20
FOREST PRESERVE	0.1147	\$18.40
CHERRY VALLEY TOWNSHIP	0.1392	\$22.33
ROCKFORD CITY	3.1194	\$500.45
ROCKFORD PARK DISTRICT	1.0963	\$175.88
ROCK RIVER WATER REC	0.1964	\$31.51
ROCKFORD CITY LIBRARY	0.4890	\$78.45
GREATER RKFD AIRPORT	0.1073	\$17.21
ROCKFORD SCHOOL DIST 205	7.3508	\$1179.29
COMMUNITY COLLEGE 511	0.4987	\$80.01
CHERRY VALLEY TWSP ROAD	0.2721	\$43.65

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

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Winnebago County

County Treasurer

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

Parcel Tax Details for Parcel Number 16-04-326-005

[View Property via WinGIS](#)

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

2018 ▼

Tax Payment Information ***2018 taxes payable in 2019***

Owner Address

OUABACHE HOLDINGS LLC
3044 EASTROCK COURT
ROCKFORD, IL 61109

Taxbill Address

OUABACHE HOLDINGS LLC
3044 EASTROCK COURT
ROCKFORD, IL 61109

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

Due Date: 6/28/2019
Amount: 8155.19
Penalty: 0.00
Cost: 0.00
Total Due: 8155.19
Paid: 8155.19 Date: 6/25/2019
By: PAID AT MIDLAND BANK

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

Due Date: 9/27/2019
Amount: 8155.19
Penalty: 0.00
Cost: 0.00
Total Due: 8155.19
Paid: 8155.19 Date: 9/25/2019
By: pd at Midland State Bank

For Parcel Address: 3044 EAST ROCK CT

Tax Calculation

<i>Description</i>		<i>Amount</i>
Board of Review Assessed Value		113257
Township Equalization Factor	x	1.0000
Board of Review Equalized Value	=	113257
Home Improvement Exemption	-	0
Disabled Veteran Exemption	-	0
Department of Revenue Assessed Value	=	113257

County Multiplier	x	1.0000
Revised Equalized Value	=	113257
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	=	113257
Tax Rate for Tax Code 127	x	14.4012
Calculated Tax	=	\$16310.38
Non Ad Valorem -	+	\$0.00
Abatements	-	\$0.00
TOTAL TAX DUE:	=	\$16310.38
Fair Market Value: 339800		1977 Equalized Value: 0

Taxing Bodies and Rates

Taxing Body	Rate	Tax
WINNEBAGO COUNTY	1.0173	\$1152.17
FOREST PRESERVE	0.1147	\$129.91
CHERRY VALLEY TOWNSHIP	0.1392	\$157.65
ROCKFORD CITY	3.1194	\$3532.94
ROCKFORD PARK DISTRICT	1.0963	\$1241.64
ROCK RIVER WATER REC	0.1964	\$222.44
ROCKFORD CITY LIBRARY	0.4890	\$553.83
GREATER RKFD AIRPORT	0.1073	\$121.52
ROCKFORD SCHOOL DIST 205	7.3508	\$8325.30
COMMUNITY COLLEGE 511	0.4987	\$564.81
CHERRY VALLEY TWSP ROAD	0.2721	\$308.17

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

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[Search Again](#)



Winnebago County Loan Program (Part 1 of 2)

Presented by:
John Phelps, Executive Director
Andrew Jury, Loan Officer
Rockford Local Development Corporation

Who is RLDC?

- ▶ Private, not-for-profit economic development agency
- ▶ Founded in 1979
- ▶ Primary Activity: Small Business Lending
 - 368 current loans outstanding
 - \$68.8 million loan portfolio;
 - Projects totaling \$325.3 million
 - 7,274 jobs created/impacted



RLDC Programs/Services

- ▶ Source of Gap Financing
- ▶ Statewide SBA 504 Lender
- ▶ Manage Local Revolving Loan Funds
- ▶ Provide SBA 7(a) Packaging Services to Banks
- ▶ Leader in Urban Redevelopment Projects
 - Barber Colman Advanced Training Center
 - Downtown Rockford Conference Center
 - Turner School Rockford Police Substation
 - Former K-Mart Property on N. Main St
 - La Chiquita Grocery Store
 - Keith Creek Flood Mitigation Program



RLF Characteristics

- ▶ Ideal for smaller loans:
 - Lesser of \$200,000 or 30% of project costs
- ▶ Typically Used for Subordinate Financing
 - Eligible Costs:
 - Land & Building
 - Equipment
 - Working capital
- ▶ Rates = project dependent
- ▶ Nominal processing fees



RLF Loan Criteria

- ▶ Small Businesses (esp. Manufacturing and disadvantaged borrowers and distressed areas)
- ▶ Job Creation (\$20,000/job)
- ▶ Leverage of Private capital
- ▶ Sustainability



Underwriting Process

- ▶ Learn about Business (Product/Service, Management, Market, Competition, etc)
- ▶ Describe Uses and Sources of Funds
- ▶ Evaluate Financial Condition (Analyze Balance Sheet–Compare to Industry Standards)
- ▶ Analyze Revenue Growth and Earnings Growth (Analyze Income Statement–Compare to Industry Standards)
- ▶ Analyze Debt Service Capacity
- ▶ Analyze Collateral and Borrower Creditworthiness



Other Considerations

- ▶ Approvals in 30 days or Less
- ▶ Project Default Rates of 2%/Year
 1. \$1 Mil Loan Fund Yields \$60,000 at 6%
 2. RLDC Management Fee Averages 1.5%
 3. Loan Loss Reserve of 4%
 4. Sustainable Income of \$40,000/year



Winnebago County Loan Portfolio

- ▶ 12 Total Loans
- ▶ Balance Outstanding: \$1.03 million
- ▶ Avg Loan Size: \$114,000
 1. Pre-RLDC: \$450,000
 2. Post-RLDC: \$47,000
- ▶ Average Interest Rate: 3.66%
 1. Pre-RLDC: 2.5%
 2. Post-RLDC: 5.58%
- ▶ No Monetary defaults (1 Business Failure and 1 partial deferment)



Winnebago County Balance Sheet

	9/30/2018	03/31/2019
Cash	\$137,291	\$195,920
Loans O/S	\$1,033,516	\$973,062
(net of Reserves of \$43,063)		
Fund Balance	\$1,170,807	\$1,168,981
(a transfer of \$21,000 was made to the County in FY2019)		



Winnebago County Income Statement

	2018	2019 (6 mos ending 3/31)
Total Income	\$36,321	\$19,175
Management Fee Exp	\$16,198	\$0
Loan Loss Reserves	\$230	\$0
Operating Surplus	\$19,893	\$19,175



Annual Overview of the Revolving Loan Fund (Part 2 of 2)

Winnebago County, Illinois

Presented by:

Chris Dornbush, Director of Development Services

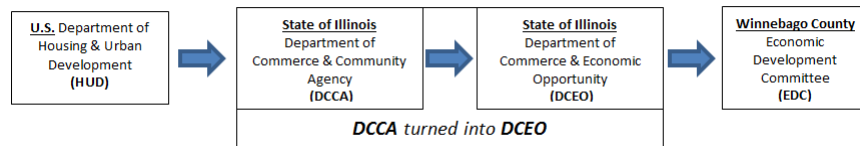
April 25, 2019

Program Highlights

- ▶ Loan purpose increase project capital availability to...
 - Create / Retain jobs
 - Spreads risk among lenders
- ▶ Loans go to...
 - For-Profit / Not-For-Profit business
- ▶ **No** County liability if a loan defaults
 - Future funds would simply be reduced

Origin of the Revolving Loan Funds

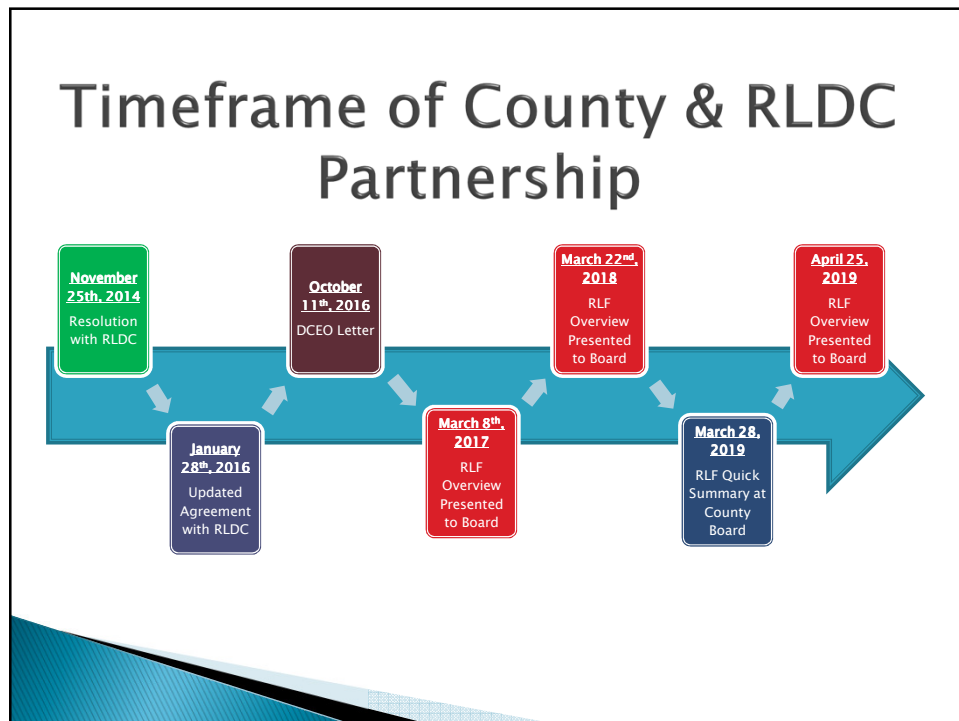
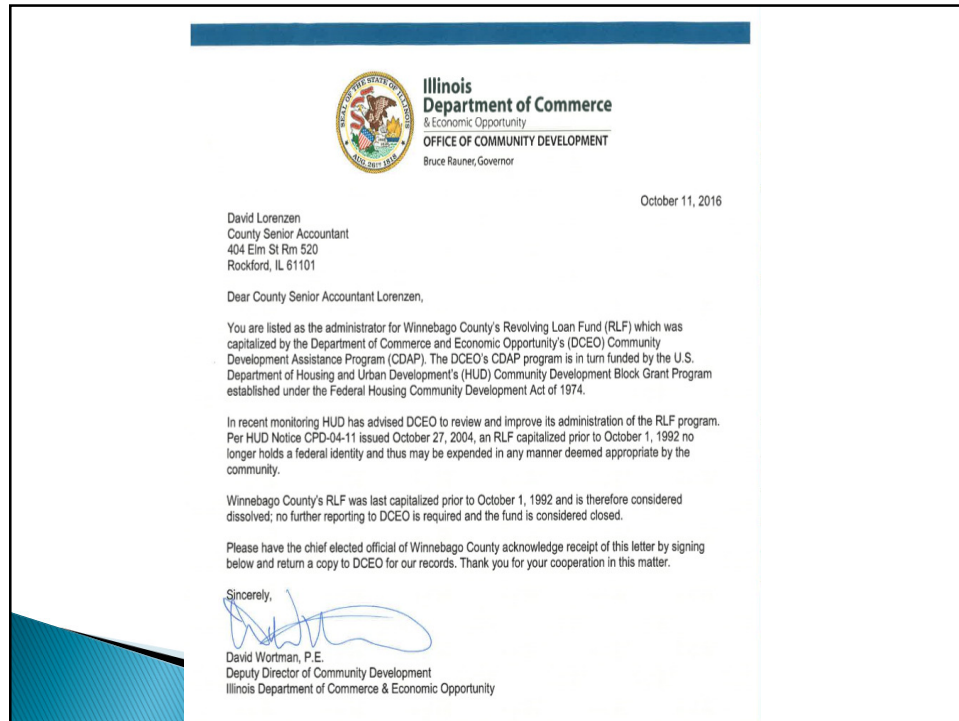
► Early 1990's (prior to 1992)



- There is **NO** County money used in the Revolving Loan Fund Program
 - Program is self-sustaining

7 Year Fund Performance

	9/30/2012	9/30/2013	9/30/2014	9/30/2015	9/30/2016	9/30/2017	9/30/2018
Cash	\$ 183,847	\$ 175,544	\$ 360,838	\$ 453,863	\$ 445,136	\$ 304,600	\$ 113,597
Loan Balances	\$ 1,066,860	\$ 1,107,444	\$ 949,926	\$ 878,455	\$ 911,994	\$ 1,070,300	\$ 1,206,176
Beginning Fund Balance		\$ 1,250,707	\$ 1,282,988	\$ 1,310,764	\$ 1,332,318	\$ 1,357,130	\$ 1,372,608
Investment Income	\$ 43,834	\$ 32,281	\$ 27,776	\$ 21,605	\$ 25,813	\$ 32,512	\$ 35,846
Grants Made	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (200,000)
Management Fees	\$ -	\$ -	\$ -	\$ -	\$ (1,001)	\$ (17,034)	\$ (15,981)
Ending Fund Balance	\$ 1,250,707	\$ 1,282,988	\$ 1,310,764	\$ 1,332,318	\$ 1,357,130	\$ 1,372,608	\$ 1,192,473
				*RLDC began managing the Program			* \$200,000 Grant for Public Infrastructure to the City of South Beloit



RLDC's Success with Winnebago County's Program

- ▶ Since September 28, 2015 through today
 - Processed 12 loans
 - 3 more in the works
 - Loans Totaling \$530,500 of community investment
 - Creation of 74 Full-Time Equivalent jobs estimated
 - Average loan...
 - Amount is \$35,510
 - Length is just under 7 years

Thank you

Questions or
Comments?

SPONSORED BY: Jas Bilich

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

SUBMITTED BY: ECONOMIC DEVELOPMENT COMMITTEE

2020 CR_____

**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 ____ day of _____ 2020.

ATTESTED BY:

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

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

OPERATIONS & ADMINISTRATIVE COMMITTEE

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

**SUBMITTED BY: FINANCE AND OPERATIONS AND
ADMINISTRATIVE COMMITTEES**

2020 CR

**RESOLUTION AUTHORIZING EXECUTION OF INTERGOVERNMENTAL
COOPERATION AGREEMENT AMONG THE COUNTY OF WINNEBAGO,
ILLINOIS, THE CITY OF LOVES PARK, THE VILLAGE OF MACHESNEY
PARK, THE VILLAGE OF CHERRY VALLEY, THE VILLAGE OF DURAND,
THE VILLAGE OF PECATONICA, THE VILLAGE OF ROCKTON, THE
VILLAGE OF ROSCOE, THE CITY OF SOUTH BELOIT AND THE VILLAGE
OF WINNEBAGO**

WHEREAS, the County of Winnebago wishes to enter into an Intergovernmental Agreement with the City of Loves Park, the Village of Machesney Park, the Village of Cherry Valley, the Village of Durand, the Village of Pecatonica, the Village of Rockton, the Village of Roscoe, the City of South Beloit and the Village of Winnebago for the financial contribution to the County to assist in funding of the County Public Safety Answering Point ("PSAP"); and

WHEREAS, the County and the above-referenced municipalities have agreed to an Intergovernmental Agreement outlining the obligations of the County and the municipalities, a copy of the agreement is substantially the same as that attached as Exhibit A to this Resolution.

NOW, THEREFORE, BE IT RESOLVED, that the Chairman of the County Board of the County of Winnebago is authorized and directed to execute an intergovernmental agreement with the City of Loves Park, the Village of Machesney Park, the Village of Cherry Valley, the Village of Durand, the Village of Pecatonica, the Village of Rockton, the Village of Roscoe, the City of South Beloit and the Village of Winnebago for the financial contribution to the County to assist in funding of the County Public Safety Answering Point ("PSAP");, which is substantially similar to the attached Exhibit A.

BE IT FURTHER RESOLVED, that this Resolution shall be in full force and effect immediately upon its adoption by the County and the City of Loves Park, the Village of Machesney Park, the Village of Cherry Valley, the Village of Durand, the

Village of Pecatonica, the Village of Rockton, the Village of Roscoe, the City of South Beloit and the Village of Winnebago.

BE IT FURTHER RESOLVED, that the Clerk of the County Board is hereby authorized to prepare and deliver certified copies of this Resolution to the mayors of the City of Loves Park, the Village of Machesney Park, the Village of Cherry Valley, the Village of Durand, the Village of Pecatonica, the Village of Rockton, the Village of Roscoe, the City of South Beloit and the Village of Winnebago and to the Sheriff of Winnebago County.

Respectfully submitted,

Finance Committee

Jaime Salgado, Chairman

Dave Boomer

Dave Fiduccia

Burt Gerl

Joe Hoffman

Keith McDonald

Steve Schultz

Operations and Administrative Committee

Keith McDonald, Chairman

Paul Arena

Frank Butitta

Jean Crosby

Joe Hoffman

Dorothy Redd

Jaime Salgado

PUBLIC SAFETY COMMITTEE

County Board: 1/23/2020

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

2020 CO

**SUBMITTED BY: PUBLIC SAFETY COMMITTEE
SPONSORED BY: AARON BOOKER**

**AN ORDINANCE PROHIBITING THE ESTABLISHMENT OF CANNABIS
DISPENSING ORGANIZATIONS WITHIN UNINCORPORATED WINNEBAGO
COUNTY**

WHEREAS, County of Winnebago, a body politic and corporate of the state of Illinois ("County") is a non-home rule unit of local government pursuant to Article VII, § 8 of the 1970 Illinois Constitution; and

WHEREAS, this Ordinance is adopted pursuant to the provisions of the Illinois Cannabis Regulation and Tax Act, Public Act 101-0027, which authorizes the County to enact an ordinance prohibiting, or significantly limiting, the location of cannabis business establishments; and

WHEREAS, the County has determined that the operation of adult use cannabis dispensing organizations present adverse impacts upon the health, safety and welfare of local (nearby) residents, and additional costs, burdens and impacts upon law enforcement and regulatory operations of the local community; and

WHEREAS, based upon the experiences of other communities, the County has reasonable concerns about the adverse impacts of adult use cannabis dispensing organizations locating within unincorporated Winnebago County; and

WHEREAS, the County has determined that this Ordinance prohibiting the location of adult use cannabis dispensing organizations within the County's unincorporated territory is in the best interests of the County and the public; and

WHEREAS, nothing herein shall be deemed to conflict with or in any way impede or impact the provisions set forth in the Winnebago County Code pertaining to Medical Cannabis, including but not limited to the regulation of Medical Cannabis Cultivation Centers and Medical Cannabis Dispensing Organizations.

NOW, THEREFORE, BE IT ORDAINED by the County Board of the County of Winnebago, that the Winnebago County Code is hereby amended by adding a Chapter, to be numbered Chapter 91, and which shall read as attached in Exhibit A.

NOW, THEREFORE, BE IT FURTHER ORDAINED, that this Ordinance is effective immediately upon its adoption; and

NOW, THEREFORE, BE IT FURTHER ORDAINED that the Winnebago County Clerk transmit copies of this Resolution to the following: (1) Winnebago County State's Attorney's Office, (2) Winnebago County Building and Zoning Department, (3) Winnebago County Highway Department, (4) Winnebago County Sheriff, and (5) the Municode corporation that this ordinance attached hereto may be published and entered into the Winnebago County Code.

The above and foregoing Ordinance was adopted by the County Board of the County of Winnebago, Illinois, this _____ day of _____, 2020

Frank Haney, 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

Respectfully submitted,
PUBLIC SAFETY COMMITTEE

AGREE



Aaron Booker, Chairman



Paul Arena



John Butitta



Dan Fellars



Angie Goral

Dorothy Redd

Fred Wescott

DISAGREE

Aaron Booker, Chairman

Paul Arena

John Butitta

Dan Fellars

Angie Goral

Dorothy Redd

Fred Wescott

(TO ADOPT)

(TO NOT ADOPT)

Dated this ____ day of January, 2020.

[EXHIBIT A]

**Chapter 91– WINNEBAGO COUNTY CANNABIS DISPENSING ORGANIZATIONS
PROHIBITION ORDINANCE**

ARTICLE I. IN GENERAL

Section 91-1. Recitals and title.

The facts and statements contained in the preamble to this Ordinance are found to be true and correct and are hereby adopted as part of this Ordinance. This section of the County Code shall be referred to, cited, and known as the Winnebago County Cannabis Dispensing Organizations Prohibition Ordinance.

ARTICLE II. CANNABIS DISPENSING ORGANIZATIONS PROHIBITED

Section 91-2. Definitions.

Definitions. The following words and phrases shall, for the purposes of this Chapter have the meanings respectively ascribed to them by this section, as follows:

ADULT-USE CANNABIS BUSINESS ESTABLISHMENT: A cultivation center, craft grower, processing organization, infuser organization, dispensing organization or transporting organization.

ADULT-USE CANNABIS CRAFT GROWER: A facility operated by an organization or business that is licensed by the Illinois Department of Agriculture to cultivate, dry, cure and package cannabis and perform other necessary activities to make cannabis available for sale at a dispensing organization or use at a processing organization, per the Cannabis Regulation and Tax Act, (P.A.101-0027), as it may be amended from time-to-time, and regulations promulgated thereunder.

ADULT-USE CANNABIS CULTIVATION CENTER: A facility operated by an organization or business that is licensed by the Illinois Department of Agriculture to cultivate, process, transport and perform necessary activities to provide cannabis and cannabis-infused products to licensed cannabis business establishments, per the Cannabis Regulation and Tax Act, (P.A.101-0027), as it may be amended from time-to-time, and regulations promulgated thereunder.

ADULT-USE CANNABIS DISPENSING ORGANIZATION: A facility operated by an organization or business that is licensed by the Illinois Department of Financial and Professional Regulation to acquire cannabis from licensed cannabis business establishments for the purpose of selling or dispensing cannabis, cannabis-infused products,

cannabis seeds, paraphernalia or related supplies to purchasers or to qualified registered medical cannabis patients and caregivers, per the Cannabis Regulation and Tax Act, (P.A.101-0027), as it may be amended from time-to-time, and regulations promulgated thereunder.

ADULT-USE CANNABIS INFUSER ORGANIZATION OR INFUSER: A facility operated by an organization or business that is licensed by the Illinois Department of Agriculture to directly incorporate cannabis or cannabis concentrate into a product formulation to produce a cannabis infused product, per the Cannabis Regulation and Tax Act, (P.A.101-0027), as it may be amended from time-to-time, and regulations promulgated thereunder.

ADULT-USE CANNABIS PROCESSING ORGANIZATION OR PROCESSOR: A facility operated by an organization or business that is licensed by the Illinois Department of Agriculture to either extract constituent chemicals or compounds to produce cannabis concentrate or incorporate cannabis or cannabis concentrate into a product formulation to produce a cannabis product, per the Cannabis Regulation and Tax Act, (P.A.101-0027), as it may be amended from time-to-time, and regulations promulgated thereunder.

ADULT-USE CANNABIS TRANSPORTING ORGANIZATION OR TRANSPORTER: An organization or business that is licensed by the Illinois Department of Agriculture to transport cannabis on behalf of a cannabis business establishment or a community college licensed under the Community College Cannabis Vocational Training Pilot Program, per the Cannabis Regulation and Tax Act, (P.A.101-0027), as it may be amended from time-to-time, and regulations promulgated thereunder.

PERSON: Any person, firm, corporation, association, club, society or other organization, including any owner, manager, proprietor, employee, volunteer or agent.

Section 91-3. Cannabis Dispensing Organizations Prohibited.

The following Adult-Use Cannabis Business Establishment is prohibited in the unincorporated portions of the County of Winnebago. No person shall locate, operate, own, suffer, or allow to be operated or aide, abet or assist in the operation within the County of Winnebago of any of the following:

1. Adult-Use Cannabis Dispensing Organization

Adult-Use Cannabis Dispensing Organizations do not include Medical Cannabis Cultivation Centers or Medical Cannabis Dispensing Organizations as set forth in Chapter 90 of the Winnebago County Code.

Section 91-4. Cannabis Business Establishments Allowed.

The following Adult-Use Cannabis Business Establishments are allowed in the unincorporated portions of the County of Winnebago.

1. Adult-Use Cannabis Craft Grower
2. Adult-Use Cannabis Cultivation Center

3. Adult-Use Cannabis Infuser Organization or Infuser
4. Adult-Use Cannabis Processing Organization or Processor
5. Adult-Use Cannabis Transporting Organization or Transporter

ARTICLE III. CANNABIS DISPENSING ORGANIZATIONS AS A PUBLIC NUISANCE

Section 91-5. Public Nuisance Declared.

Operation of any prohibited Adult-Use Cannabis Dispensing Organization within the County in violation of the provisions of this Chapter is hereby declared a public nuisance and shall be abated pursuant to all available remedies. Prosecution of any violation under this section shall not be deemed to preclude prosecution of a violation of this Ordinance as an ordinance violation, in addition to filing actions to abate the violation as a public nuisance.

ARTICLE IV. VIOLATION; PENALTIES

Section 91-6. Violations; Penalties.

Any Person who violates any provision of this Ordinance or fails to comply with any of the requirements of this Ordinance, shall be guilty of an offense punishable by a fine of not less than one hundred dollars (\$100) nor more than one thousand dollars (\$1,000). Each day that the violation continues unabated shall be deemed a separate offense under this Ordinance. Violations of this Chapter may be enforced by the County's legal counsel instituting the appropriate proceeding at law, in equity, or via administrative proceedings, to restrain, correct, or abate such violations, or to enforce any provision of this Ordinance, or any order issued pursuant thereto, to require the removal or termination of the unlawful use, and to seek the assessment of a fine and court costs as authorized by this Ordinance. The imposition of penalties herein described shall not preclude the County's legal counsel from instituting appropriate action to prevent unlawful uses governed by this Chapter.

ARTICLE V. MISCELLANEOUS PROVISIONS; EFFECTIVE DATE

Section 91-7. Severability.

If any provision of this Ordinance, or the application of any provision of this Ordinance, is held unconstitutional or otherwise invalid, such occurrence shall not affect other provisions of this Ordinance, or their application, that can be given effect without the unconstitutional or invalid provision or its application. Each unconstitutional or invalid provision, or application of such provision, is severable, unless otherwise provided by this Ordinance.

Section 91-8. Effective Date.

This Ordinance shall be in full force and effect from the date of its passage and after its passage and approval and publication as required by law.

SPONSORED BY: AARON BOOKER

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

SUBMITTED BY: PUBLIC SAFETY COMMITTEE

2020CR_____

RESOLUTION AUTHORIZING THE CHAIRMAN OF THE
COUNTY BOARD TO EXECUTE AN AGREEMENT WITH
ROSECRANCE, INC. FOR THE JAIL ALTERNATIVE
TREATMENT PROGRAM

WHEREAS, the County of Winnebago recognizes the need for substance use disorder assessment and treatment services in the Winnebago County Jail; and

WHEREAS, Rosecrance, Inc. provides such services and has provided those services to men and women in the Jail for a number of years; and

WHEREAS, the County desires to have Rosecrance continue to provide substance use disorder assessment and treatment services in the Jail for fiscal year 2020, pursuant to the terms of the Agreement attached hereto as Exhibit 1; and

WHEREAS, the Public Safety Committee of the County Board for the County of Winnebago, Illinois, has reviewed the proposed terms of the Agreement with Rosecrance, attached hereto as Exhibit 1, and recommends contracting with Rosecrance under the terms set forth in the Agreement.

NOW THEREFORE BE IT AND IT IS HEREBY RESOLVED, by the County Board of the County of Winnebago, Illinois, that the Winnebago County Board Chairman is authorized to execute the Agreement with Rosecrance, Inc., in substantially the same form as contained in Exhibit 1.

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 Auditor, Winnebago County Administrator, and Winnebago County Jail Superintendent.

Respectfully submitted,

**PUBLIC SAFETY
COMMITTEE**

AGREE

AARON BOOKER, CHAIRMAN

PAUL ARENA

JOHN BUTITTA

DAN FELLARS

ANGIE GORAL

DOROTHY REDD

FRED WESCOTT

DISAGREE

AARON BOOKER, CHAIRMAN

PAUL ARENA

JOHN BUTTITA

DAN FELLARS

ANGIE GORAL

DOROTHY REDD

FRED WESCOTT

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

Frank Haney
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

**AGREEMENT
BETWEEN THE COUNTY OF WINNEBAGO AND ROSECRANCE, INC.**

Jail Alternatives Treatment Program

This Agreement ("Agreement") is effective as of October 1, 2019, by and between ROSECRANCE, INC., an Illinois-not-for profit corporation ("Rosecrance"), and the COUNTY OF WINNEBAGO ("County"). Rosecrance and County may be referred to herein individually as a "Party" and collectively as the "Parties."

WHEREAS, the County recognizes the need for professional assistance in providing quality, licensed substance use disorder assessments and treatment services in the Winnebago County Jail for men and women who are in need of such services; and

WHEREAS, Rosecrance is a professional, licensed organization that provides substance use disorder assessments and treatment services to such persons; and

WHEREAS, the Parties have agreed that the services provided to the County pursuant to this Agreement will be beneficial to the parties, the community, and the men and women in need of such services.

NOW, THEREFORE, in consideration of the terms, conditions and covenants contained herein, the Parties agree as follows:

Article I. GENERAL TERMS

Section 1.01 Term of Agreement

The Agreement shall commence and be binding on the Parties hereto for the period of October 1, 2019 through September 30, 2020.

Section 1.02 Termination

Either Party may terminate this Agreement upon 30 days' written notice to the other. In the event of termination, County will provide payment to Rosecrance for all services rendered up to the termination date.

Section 1.03 Confidentiality

Each Party agrees to comply with all State and Federal laws, rules, and regulations, including but not limited to the Illinois Mental Health and Developmental Disabilities Confidentiality Act, 42 CFR Part 2, and the Health Insurance Portability and Accountability Act (HIPAA), concerning the confidentiality of client information.

Section 1.04 Access to Records

Rosecrance agrees to allow the employees of the County access to the records of any client assessed for participation in the Jail Alternatives Treatment Program upon receipt of an appropriate consent and release of information that complies with 42 CFR Part 2, the Illinois Mental Health and Developmental Disabilities Confidentiality Act, HIPAA, and any other applicable state and federal confidentiality laws.

Section 1.05 Warrant of Authority

Each Party warrants to the other that each has full authority to enter into this Agreement and perform under its terms.

Section 1.06 Indemnity

Rosecrance agrees to indemnify the County and its officers, directors, and employees from and against any and all claims, costs, and liabilities (including the fees and expenses of counsel) as a result of a breach of this Agreement by Rosecrance or the negligent or willful misconduct of Rosecrance or Rosecrance's employees, agents, and representatives. In no manner shall employees of Rosecrance be construed to be employees of the County. This section shall survive the termination or expiration of this Agreement for any reason.

Section 1.07 Cooperation

Each Party to this Agreement has the duty to consult and cooperate with the other in the performance, development, and implementation of the Jail Alternatives Treatment Program. Rosecrance agrees to name a person to represent it in discussions and development of the program and to whom the County can forward suggestions and recommendations concerning the program as well as any notices under this Agreement.

Article II. SCOPE OF SERVICES

Subject to the agreed upon funding levels set forth in the attached budget, Rosecrance agrees to provide the following services. The Parties' agree and understand that all services provided by Rosecrance under this Agreement shall be in compliance with all federal and state standards applicable to substance use disorder treatment.

Section 2.01 Assessments

Rosecrance agrees to provide assessments in the Winnebago County Jail for men and women who are referred by the County or the Court to the Jail Alternatives Treatment Program. Rosecrance will be available to provide up to 20 hours of assessment services per week in the jail for those people referred for an assessment by County staff. If the Rosecrance employee assigned to provide assessments in the Jail is absent from work for more than three business days, Rosecrance will assign another employee to provide assessments in the Jail.

Every person who is referred for an assessment by the County or the Court will receive a clinical assessment to evaluate the individual's treatment and case management needs and to determine their eligibility for further treatment services. Rosecrance will provide written assessment reports to County employees upon request in compliance with Sections 1.03 and 1.04. The written assessment will contain diagnostic impression, the recommended level of substance use disorder treatment, and identification of any medical and psychological concerns.

Section 2.02 Substance Use Disorder Treatment Services

Rosecrance will provide Level 1 outpatient substance use disorder treatment to appropriate clients consisting of two groups: one group for men and one group for women. Each group will meet 3 times per week for a total of 7.5 hours per week. Treatment services will be provided in the Winnebago County Jail according to a schedule mutually agreeable to the parties and will follow the American Society of Addiction Medicine (ASAM) patient placement and continued stay criteria. Clients will be given direct access to further outpatient treatment services at Rosecrance upon release. Rosecrance will utilize ASAM criteria and its professional judgment to determine the appropriate services and treatment plan for each individual program participant in consultation with the County and its representatives.

Section 2.03 Program Oversight

Rosecrance will provide program oversight by a Program Director to oversee services and employees and to provide monthly supervision, weekly case staffing, treatment plan review, scheduling and assessment management, and utilization reporting.

Program review meetings involving the Program Director and staff from the Winnebago County Jail are anticipated to occur on a monthly basis during the term of this Agreement. The purpose of these meetings is to assess all services provided and seek out new programmatic ways to improve upon the efficient delivery of services. The Program Director will participate in these program review meetings, create a meeting schedule, and facilitate these meetings. Other agencies may be asked to participate in these program review meetings.

Section 2.04 Modification Upon Agreement

Services, personnel, treatment hours, and locations are subject to change as agreed upon between the County and Rosecrance.

Article III. PAYMENT FOR SERVICES PROVIDED

Section 3.01 Budget Incorporation

A budget agreed to by Rosecrance and the County detailing the fee schedule and anticipated funding amounts is hereby incorporated into this Agreement and attached hereto as Exhibit A. Rosecrance agrees that the total reimbursement for all services performed pursuant to this Agreement will not exceed the total amount reflected on the annual budget submitted and approved by the County. Rosecrance will invoice for actual costs not to exceed the annual budgeted amount. All rates set forth in Article III are subject to renegotiation between the Parties at any

point during the Term of this Agreement, but no change in rates will take effect during the Term of this Agreement unless a written amendment to this Agreement reflecting this change is approved by the Parties.

Section 3.02 Compensation for Assessment Services

Corresponding with those services set forth in Section 2.01, County agrees to pay 50% of the salary for a licensed clinical assessor employed by Rosecrance as shown on the budget incorporated as Exhibit A. The County also agrees to pay fringe benefits at the percentage and rate as shown on the budget incorporated as Exhibit A. This amount is intended to pay for non-billable services provided by the assessor.

Section 3.03 Compensation for Substance Use Disorder Treatment Services

Corresponding with those services set forth in Section 2.02, County will pay Rosecrance for the Level 1 outpatient substance use disorder treatment services according to the fee schedule established by the Illinois Department of Human Services, Division of Substance Use Prevention and Recovery (SUPR) in effect at the time the services are provided. A copy of the current SUPR rates in effect as of the date of this Agreement are attached as Exhibit B. County agrees to pay Rosecrance for each unit of services delivered to clients in the Jail Alternatives Treatment Program.

Section 3.04 Compensation for Program Oversight

Corresponding with those services set forth in Section 2.03, County agrees to pay 10% of the salary for the Program Director employed by Rosecrance as shown on the budget incorporated as Exhibit A. The County also agrees to pay fringe benefits at the percentage and rate shown on the budget incorporated as Exhibit A.

Section 3.05 Indirect Costs

County agrees to pay Rosecrance for indirect costs in addition to payment for all services listed above that will compensate Rosecrance for all other direct and indirect expenses associated with the provision of services under this Agreement. County agrees to pay Rosecrance for its indirect costs at Rosecrance's current federally approved indirect cost rate, calculated as a percentage of the actual monthly subtotal for services rendered during the term of this Agreement. Should Rosecrance's federally approved indirect cost rate change during the Term of this Agreement, the parties will cooperate to seek a budget amendment. Should the budget amendment not be approved, Rosecrance agrees to reimbursement for its indirect costs at the federally approved rate in effect on the first day of the Term of this Agreement.

Section 3.06 Reporting and Invoices

Rosecrance will submit monthly invoices to the County in accordance with Section 3 of this Agreement no later than the 10th day of each month. Invoices shall be submitted in a format requested by the County and include supporting service documentation as requested by the County. Subject to Section 1.03 and 1.04, supporting documentation to be included with invoices includes

timesheets, documentation of personnel costs, itemized lists of completed assessments, and sign-in sheets for group attendance. Invoices shall be payable by County in accordance with the Illinois Local Government Prompt Payment Act (50 ILCS 505). Any amounts not timely paid will accrue interest as set forth in the Illinois Local Government Prompt Payment Act.

Article IV. MISCELLANEOUS

Section 4.01 No Third-Party Beneficiaries

This Agreement shall not confer any rights or remedies upon any Person or other third party other than the Parties and their respective successors and permitted assigns.

Section 4.02 Non-Solicitation

During the Term of this Agreement and for a period of twelve (12) months thereafter, neither party shall directly solicit for employment any person who performed any work under this Agreement who is then in the employment of the other party. A general notice of a job opening or other similar general publication to fill employment openings, including on the internet, shall not be construed as a solicitation for the purposes of this Section, and the hiring of any such employees who freely responds thereto shall not be a breach of this Section.

Section 4.03 Governing Law; Consent to Jurisdiction

This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Illinois. The Parties agree that all actions or proceedings arising in connection with this Agreement shall be tried and litigated in the County of Winnebago, Illinois.

Section 4.04 Counterparts; Signatures

The Parties agree that this Agreement may be executed in multiple originals, each of which shall be considered an original for all purposes and, collectively, shall be considered to constitute this Agreement. The Parties further agree that signatures transmitted by facsimile or in Portable Document Format (pdf) may be considered an original for all purposes, including, without limitation, the execution of this Agreement and enforcement of this Agreement.

Section 4.05 Entire Agreement; Amendment

This Agreement supersedes all previous agreements, oral or written, and constitutes the entire agreement between the Parties respecting the subject matter of this Agreement, and neither Party shall be entitled to benefits other than those specified herein. As between the Parties, oral statements or prior written materials which are not specifically incorporated herein shall not be of any force and effect. The Parties specifically acknowledge that in entering into and executing this Agreement, the Parties rely solely upon the representations and agreements contained in this Agreement and no others. This Agreement may be amended or modified only by an agreement in writing signed by the Parties.

Section 4.06 Modification by Agreement

The Parties agree and understand that this is the complete Agreement between them and there are no prior or additional agreements except as expressly reference herein, and that no changes or modifications hereto will be made except by express written agreement.

Section 4.07 Notices

All notices, requests and communications which are required or may be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered personally or sent by nationally recognized overnight carrier or mailed by certified mail, postage prepaid, return receipt requested.

Notices to the County shall be sent to the following address:

Winnebago County
Attn: County Administrator
404 Elm Street
Suite 500
Rockford, IL 61101

Notices to Rosecrance shall be sent to the following address:

Rosecrance, Inc.
Attn: David Gomel, President
1021 North Mulford Road
Rockford, IL 61107

Receipt of any notice shall be deemed effective upon receipt, if delivered personally, or one (1) day after mailing if sent by overnight carrier, or three (3) days after deposit in the U.S. mail, with proper postage and properly addressed.

Section 4.08 Assignment

This Agreement may not be assigned or transferred, without the prior, express, written consent of the Parties.

This Agreement between Rosecrance and the County shall be effective as of the date indicated in the first sentence of this Agreement.

WINNEBAGO COUNTY, ILLINOIS

ROSECRANCE, INC., an Illinois not for
profit corporation

By: _____
Name: Frank Haney
Title: Winnebago County Board Chairman

By: _____
Name: David Gomel
Title: President

EXHIBIT A

Winnebago County Jail Alternatives Treatment Program FY20 Grant Budget		
Personnel Services:		
	Program Director (10%)	8,586
	Assessor (50%)	24,920
Benefits:		
	Benefits (30%)	10,052
Fee-for-Service:		
	Non-reimbursable Services:	113,856
Indirect Costs:		
	Federal Indirect Cost Rate (24.7%)	38,881
	Total	196,295

Service	Minimum Unit of Service	Code	Rate
Admission and Discharge Assessment	Quarter Hour	AAS	\$67.24 - Per Hour \$16.81 - Per Quarter Hour
Level 1 (Individual)	Quarter Hour	OP	\$64.00 - Per Hour \$16.00 - Per Quarter Hour
Level 1 (Group)	Quarter Hour	OP	\$24.20 - Per Hour \$ 6.05 - Per Quarter Hour
Level 2 (Individual)	Quarter Hour	OR	\$64.00 - Per Hour \$16.00 - Per Quarter Hour
Level 2 (Group)	Quarter Hour	OR	\$24.20 - Per Hour \$ 6.05 - Per Quarter Hour
Level 3.1	Daily	HH	\$68.84 - Daily
Level 3.2 or 3.7 (Withdrawal Management)	Daily	DX	Daily Provider/Site Specific
Level 3.5	Daily	RR	Daily Provider/Site Specific
Recovery Home - Adult	Daily	RH	\$53.48
Recovery Home - Adolescent	Daily	RH	\$135.81 - Daily
Case Management	Quarter Hour	CM	\$49.56 - Per Hour \$12.39 - Per Quarter Hour
Psychiatric Evaluation	Per Encounter/Per Day		\$83.75 - Per Encounter/Per Day
Medication Assisted Treatment (Methadone for Opioid Use Disorder)	Weekly	OP	\$72.10 - Weekly
Early Intervention (Individual)	Quarter Hour	EI	\$64.00 - Per Hour \$16.00 - Per Quarter Hour
Early Intervention (Group)	Quarter Hour	EI	\$24.20 - Per Hour \$ 6.05 - Per Quarter Hour
Community Intervention	Quarter Hour	CIH	\$48.36 - Per Hour \$12.09 - Per Quarter Hour
Child Domiciliary Support	Daily	CRD	\$51.68 - Daily
Toxicology	Per Test	TOX	\$ 7.68 - Per Test

Reimbursement/Disbursement Specifications

**PERSONNEL &
POLICIES
COMMITTEE**

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

Sponsored by: David Fiduccia

Submitted by: Personnel and Policies Committee

2020 CR

**RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH GALLAGHER BENEFIT SERVICES,
INC. FOR BENEFITS CONSULTING SERVICES DUE TO NAME CHANGE OF VENDOR.**

WHEREAS, the County of Winnebago currently has a consulting agreement with Williams Manny for Benefits Consulting Services; and

WHEREAS, due to a merger between Williams Manny and Gallagher Benefits Services, a new Consulting Agreement will need to be executed; and

WHEREAS, the Personnel and Policies Committee of the County Board for the County of Winnebago, Illinois, has reviewed the Consulting Agreement attached to this Resolution as Exhibit A.

NOW, THEREFORE BE IT RESOLVED, by the County Board of the County of Winnebago, Illinois that the Winnebago County Board Chairman is authorized and directed to, on behalf of the County of Winnebago, execute the Agreement with Gallagher Benefits Services, Inc., 555 South Perryville Road, Rockford, IL 61108.

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

BE IT FURTHER RESOLVED that the County Board is hereby authorized to execute the Consulting Agreement and deliver certified copies of this Resolution to the Winnebago County Auditor, Treasurer and County Administrator.

Respectfully Submitted,
PERSONNEL AND POLICIES COMMITTEE

AGREE

DISAGREE

DAVID FIDUCCIA, CHAIRMAN

DAVID FIDUCCIA, CHAIRMAN

DAVID BOOMER

DAVID BOOMER

ANGIE GORAL

ANGIE GORAL

JOE HOFFMAN

JOE HOFFMAN

DAVID KELLEY

DAVID KELLEY

DOROTHY REDD

DOROTHY REDD

JIM WEBSTER

JIM WEBSTER

The above and foregoing Resolution was adopted by the County Board of the County of
Winnebago, Illinois this ____ day of _____ 2020.

FRANK HANEY

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

CONSULTING AGREEMENT

This Consulting Agreement (this "Agreement") is made by and between Gallagher Benefit Services, Inc., ("Gallagher") and Winnebago County (the "Client").

The Client wishes to enter into a consulting relationship with Gallagher on the terms and conditions set forth in this Agreement, and Gallagher is willing to accept such a consulting relationship. In consideration of and in reliance upon the terms and conditions contained in this Agreement, the Client and Gallagher agree as follows:

1. Engagement of Services

The Client engages Gallagher as a professional consultant to provide the consulting and/or brokerage services as more fully described in Exhibit A attached to this Agreement and incorporated herein. During the time that Gallagher is performing services for the Client under this Agreement, and for all purposes outlined in this document, Gallagher's status will be that of an independent contractor of the Client.

2. Term and Termination

The Effective Date of this Agreement is July 1, 2019. The term of Gallagher's engagement under this Agreement (the "Consulting Period") will begin as of the Effective Date and will remain in effect for one (1) year from the Effective Date. **The Consulting Period will be automatically extended for an additional year on each anniversary of the Effective Date.** Either party may terminate this Agreement by giving the other party at least thirty (30) days written notice of its intent to terminate. In the event such termination is effective during the Consulting Period (including any renewed Consulting Period), Client shall be responsible for compensating Gallagher for any services performed prior to the date of termination and Gallagher shall be responsible to Client to continue to provide services until the date of termination of this Agreement.

3. Compensation

As compensation for its services under this Agreement, Gallagher will receive carrier commissions and/or direct fee owed by the Client, as set forth in the Compensation Disclosure Statement attached hereto as Exhibit B. Additional information regarding Gallagher compensation can also be found in Exhibit B. Gallagher shall disclose the amount of commissions payable to it by each insurance company at the time it presents rates to Client. The Client is responsible for payment of Gallagher's fees (if applicable) within thirty (30) days of invoice receipt. If any amount is not paid in full when due without a good faith basis to withhold, that nonpayment will constitute a material breach of this Agreement that will allow Gallagher to immediately terminate this Agreement.

4. Performance and Scope

(a) Representations and Warranties. Each party represents, warrants and covenants to the other that: (i) it has full power and authority to make, execute, deliver and perform its obligations under this Agreement; (ii) the performance of its obligations pursuant to this Agreement shall be in accordance with all applicable laws; (iii) this Agreement has been duly executed and delivered by an authorized representative of such party and constitutes the legal, valid and binding obligation of such party, enforceable against such party in accordance with its terms; and (iv) there are no other agreements presently in force which would encumber or prevent either party's compliance with any terms of this Agreement.

(b) Standard of Care. Gallagher will perform its duties, responsibilities and obligations with the care, skill, prudence and diligence that a prudent employee benefits consultant or insurance broker acting in a like capacity and familiar with such matters would use in the conduct of an enterprise of a like character and with like aims under the circumstances then prevailing. As appropriate, Gallagher will coordinate fiduciary review services and other related duties with the plan's claims administrator and/or insurance carrier(s). However, Gallagher generally does not accept any fiduciary duties or obligations with respect to a plan given that these are typically performed by the plan's claims administrator or insurance carriers.

(c) Reliance. In the performance of its duties, Gallagher may rely upon, and will have no obligation to independently verify the accuracy, completeness, or authenticity of, any written instructions or information provided to Gallagher by the Client or its designated representatives and reasonably believed by Gallagher to be genuine and authorized by the Client.

(d) No Practice of Law. Gallagher will not be obligated to perform, and the Client will not request performance of, any services which may constitute the unauthorized practice of law. The Client will be solely responsible for obtaining any legal advice, review or opinion as may be necessary to ensure that its own conduct and operations, including the engagement of Gallagher under the scope and terms herein, conform in all respects with applicable State and Federal laws and regulations (including ERISA, the Internal Revenue Code, State and securities laws and implementing regulations) and, to the extent that the Client has foreign operations, any applicable foreign laws and regulations.

(e) Subcontractors. Gallagher may cause another person or entity, as a subcontractor of Gallagher, to provide some of the services required to be performed by Gallagher hereunder; provided that Gallagher shall remain responsible for all acts and omissions of any such subcontractors (each of which shall be bound by Gallagher's obligations under this Agreement). Gallagher shall seek prior written approval from Client for any subcontractors providing substantive consulting, professional or managerial services. Prior written approval shall not be required for clerical, office, secretarial, IT back-up, administrative or similar support services.

(f) Conflict of Interest. Gallagher's engagement under this Agreement will not prevent it from taking similar engagements with other clients who may be competitors of the Client. Gallagher will, nevertheless, exercise care and diligence to prevent any actions or conditions which could result in a conflict with Client's best interest.

(g) Acknowledgements. In connection with Gallagher's services under this Agreement, Client agrees that:

(i) Although Gallagher will apply its professional judgment to access those insurance companies it believes are best suited to insure the Client's risks, there can be no assurance that the insurance companies Gallagher has accessed are the only or are the best suited ones to insure the Client's risks. The final decision to choose any insurance company has been made by the Client in its sole and absolute discretion. The Client understands and agrees that Gallagher does not take risk, and that Gallagher does not guarantee the financial solvency or security of any insurance company.

(ii) Any compensation of the types described above and disclosed to it does not constitute a conflict of interest and the Client expressly waives any claims alleging any such conflict of interest.

(iii) The compensation payable to Gallagher is solely for the services set forth under this Agreement, as detailed in Exhibit A. Any additional administrative, claims representative or other services (collectively, "Additional Services") will be governed by the terms of a separate agreement covering the Additional Services.

5. Confidentiality

(a) **Client Information.** Gallagher recognizes that certain confidential information may be furnished by the Client to Gallagher in connection with its services pursuant to this Agreement ("Confidential Information"). Gallagher agrees that it will disclose Confidential Information only to those who, in Gallagher's reasonable determination, have a need to know such information. Confidential Information will not include information that (i) is in the possession of Gallagher prior to its receipt of such information from the Client, (ii) is or becomes publicly available other than as a result of a breach of this Agreement by Gallagher, or (iii) is or can be independently acquired or developed by Gallagher without violating any of its obligations under this Agreement. However, disclosure by Gallagher of any Confidential Information pursuant to the terms of a valid and effective subpoena or order issued by a court of competent jurisdiction, judicial or administrative agency or by a legislative body or committee will not constitute a violation of this Agreement. Unless prohibited by law, Gallagher shall provide Client with any such subpoena or order and an opportunity to object prior to disclosure. Furthermore, Gallagher will limit disclosure to that information required to be disclosed under the terms of the subpoena or order and will reasonably cooperate with Client (at Client's expense) to limit such disclosure.

(b) **HIPAA Privacy.** Gallagher and the Client will each comply with any prohibitions, restrictions, limitations, conditions, or other requirements to the extent they apply to them directly or indirectly pursuant to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and its implementing regulation concerning privacy of individually identifiable health information as set forth in 45 CFR Parts 160-164, as amended from time to time. When required, the Client, as a representative of the health plans and Gallagher will enter into a separate Business Associate Agreement.

(c) **Use of Names; Public Announcements.** No party will use, in any commercial manner, the names, logos, trademarks or other intellectual property of the other party without its prior written consent. Except as may be required by law, no party will issue any press releases or make any public announcements of any kind regarding the relationship between the parties without the other party's prior consent.

(d) **Aggregated Data.** Gallagher shall own any non-identifying, aggregated and statistical data that might be derived from providing services to Client (the "Aggregated Data"). Nothing herein shall be construed as prohibiting Gallagher from utilizing the Aggregated Data for purposes of operating Gallagher's business. Gallagher shall not: (i) disclose to any third party any Aggregated Data that reveals Client's identity or its Confidential Information; or (ii) reveal the identity, whether directly or indirectly, of any individual whose specific data might be used by Gallagher on behalf of Client.

6. Indemnification Rights and Limitation of Liability

(a) **Indemnification.** Each party ("Indemnifying Party") will promptly defend, indemnify and hold the other party ("Indemnified Party") harmless from and against any and all claims, suits, actions, liabilities, losses, expenses or damages which the Indemnified Party may incur as a result of any violation by the Indemnifying Party of any law, or any loss or expense to the Indemnified Party caused by the misrepresentation, negligent act or omission, or any breach of any of the Indemnifying Party's obligations under this Agreement.

(b) **Limitation of Liability.** Notwithstanding any other term or provision of this Agreement, each party shall only be liable for actual damages incurred by the other party, and shall not be liable for any indirect, consequential or punitive damages. Furthermore, unless otherwise noted in Exhibit A, the aggregate liability under this Agreement, if any, of either party to the other for claimed losses or damages shall not exceed \$20,000,000. This provision applies to the fullest extent permitted by applicable law.

7. *Notices*

Any notices, requests or other communications pursuant to this Agreement will be addressed to the party at its address listed below. Such notices will be deemed to have been duly given, (i) if delivered in person or by courier, upon delivery; (ii) if sent by an overnight service with tracking capabilities, upon receipt; (iii) if sent by registered or certified mail, postage prepaid, within five (5) days of deposit in the mail; or (iv) if sent by fax or electronic mail, at such time as the party which sent the notice receives confirmation of receipt by the applicable method of transmittal.

If to the Client: Winnebago County
Attention: Human Resources Department
404 Elm Street
Rockford, IL 61101

If to Gallagher: Gallagher Benefit Services, Inc.
Attention: Todd Soma, Sr. Area Vice President
555 S. Perryville Road
Rockford, IL 61101

Either party may, by written notice to the other, change the address to which notices to such party are to be delivered or mailed.

8. *Miscellaneous*

(a) Severability. The various provisions and subprovisions of this Agreement are severable and if any provision or subprovision or part thereof is held to be unenforceable by any court of competent jurisdiction, then such enforceability will not affect the validity or enforceability of the remaining provisions or subprovisions or parts thereof in this Agreement.

(b) Entire Agreement; Amendment. This Agreement, including all exhibits hereto, constitutes the entire agreement between the parties and supersedes all prior agreements and understandings, whether oral or written, between the parties regarding the subject matter hereof. Except for changes in carriers and/or lines of coverage noted in Exhibit B, which may occur upon unilateral approval of the Client, this Agreement may be modified or amended only by a written instrument executed by both parties. This Agreement may be executed by the parties in several counterparts, each of which shall be deemed to be an original copy.

(c) Waiver. No covenant, term or condition or the breach thereof will be deemed waived, except by written consent of the party against whom the waiver is claimed. Any waiver by either party hereto of any provision of this Agreement shall not be construed as a waiver of any other provision of this Agreement, nor shall such waiver be construed as a waiver of such provision with respect to any other event or circumstance, whether past, present or future.

(d) Governing Law; Rule of Construction. This Agreement will be construed, interpreted and enforced in accordance with the laws of the State of Illinois without giving effect to the choice of law principles thereof or any canon, custom or rule of law requiring construction against the drafter.

(e) Successors. This Agreement shall be binding upon and shall inure to the benefit of all assigns, transferees and successors in the interest of the parties hereto.

(f) Survival of Provisions. Sections 5 and 6 will survive the termination of this Agreement.

**[The remainder of this page intentionally left blank.
The parties' signatures appear on the following page.]**

IN WITNESS WHEREOF, the parties hereto have caused this Consulting Agreement to be duly executed on the date first written above.

WINNEBAGO COUNTY

By: _____

Name: _____

Title: _____

Date: _____

GALLAGHER BENEFIT SERVICES, INC.

By: _____

Name: _____

Title: Area Executive Vice President

Date: _____

EXHIBIT A

SCOPE OF SERVICES

Subject to any changes and additions as may be mutually agreed by the parties in writing, availability and delivery of data from the insurance carrier and other third party vendors, Gallagher will provide the following Services to Client on an "as needed" basis:

RENEWAL ANALYSIS:

- Review and evaluate carrier projections
- Prepare "shadow" renewal projection
- Create financial modeling reports using proprietary Apex software
- Coordinate carrier negotiations
- Create employee contribution modeling reports
- Review identified benchmarks of projected plan costs
- Develop "working" rates for Client analysis and approval
- Assist with budget projections
- Provide renewal alternatives with cost impact of benefit plan changes

PERIODIC PLAN FINANCIAL REPORTS: (FREQUENCY TO BE MUTUALLY AGREED UPON)

- Summary of plan costs
- Analysis of actual vs. budget
- Employee contributions
- Large claims tracking
- Identification of costs for specific line of coverage
- Comparison of plan costs to aggregate stop-loss projections, if applicable
- Utilization review
- Comparison to prior claim period
- Plan trends

ANNUAL FINANCIAL REPORTS (END OF YEAR ACCOUNTING):

- Executive summary of program expenses
- Comparison of current costs to renewal costs
- Incurred But Not Reported (IBNR) claims analysis
- Overview of specific Stop-loss projections
- Future plan costs projections
- Dollars saved by contract negotiation
- Percent of benefit dollars paid by employee
- Claims by size
- Physician visit details
- Benefits paid by type of service
- Plan funding/budget comparison
- Fixed expense comparison

CARRIER MARKETING AND NEGOTIATIONS, AS DIRECTED BY CLIENT:

- Work with Client to develop a strategy to identify goals, analyze program costs and review both current and alternative funding arrangements
- Manage the renewal process with the current carrier to control costs
- Implement carrier renewal strategies with Client
- Develop timeline covering every aspect from RFP preparation to the delivery of employee communications
- Provide analysis of employee disruption report and preparation of geo-access report
- Provide analysis of discounts offered by various carriers by using CPT codes and carrier pricing data

- Manage RFP development that tailors the RFP to the desires, needs and financial directions provided by Client
- Explore alternative funding solutions
- Evaluate vendor responses to track variations in coverage and costs as they are identified
- Conduct finalist interviews to investigate and document intangibles such as personalities, service orientation and responsiveness
- Draft renewal analysis report, based on renewal negotiation, covers program and claims cost projections as well as complete information on benefit designs
- Facilitate decision process by coordinating close collaboration and discussions among the Gallagher team and Client

LEGISLATIVE AND CORPORATE COMPLIANCE SUPPORT:

- Provide legislative updates, including Technical Bulletins and Directions newsletters
- Evaluate plan design to assist with compliance with state and federal regulations
- Review benefit plan documents, including summary plan descriptions, contracts, employee summaries, and policies/procedures
- Conduct periodic seminars on regulatory issues
- Assist with the review and evaluation of COBRA and HIPAA compliance procedures
- Provide general information and guidance to assist with compliance with ERISA, FMLA, USERRA, Medicare Part D and other Federal legislation that directly affects the administration of plan benefits
- Provide template or sample compliance notices, certificates of creditable coverage and enrollment forms as reasonably requested by Client

DAY TO DAY ADMINISTRATIVE ASSISTANCE

COMMUNICATION MATERIALS:

- Assist with the drafting and distribution of participant Satisfaction Surveys
- Assist with the drafting and distribution of Open Enrollment-New Member Orientation summary information and any other communications pertaining to the health and welfare program
- Provide annual open enrollment guidance and employee meeting materials
- Assist with marketing and oversight of Customized Enrollment Materials (if elected)
- Assist with participant wellness initiatives, as directed by Client

BENEFIT ADMINISTRATION ASSESSMENT:

- Periodic evaluation of internal plan enrollment and benefit termination processes
- Review, coordinate and implement Client agreed upon plan "best practices" to help limit plan liability and increase participant satisfaction
- Help identify opportunities for streamlining and improving administration procedures

MERGER AND ACQUISITION:

- Project claim liability and cost implications of active employee health & welfare benefits plan integration or consolidation, as requested by Client
- Provide coverage comparison analysis and recommendations as to plan design, carrier selections and funding mechanisms
- Provide disruption analysis reports
- Assist with employee meetings to introduce integrated program(s) or plan changes

MARKET BENCHMARKING STUDIES:

- Local Area Surveys
- Industry Surveys

BENEFIT PLAN DESIGN (OR REDESIGN):

- Help Client identify business and HR objectives that impact benefits
- Review with Client possible benefit strategies to meet their objectives
- Help Client evaluate/review current scope of benefits package – e.g., types & levels of coverage
- Work with Client to develop funding and contribution strategies
- Assist with budget projections for design alternatives

EXHIBIT B COMPENSATION DISCLOSURE STATEMENT

Line of Coverage/Service	Insurance Company	Commission ¹ / Supplemental Compensation ²	Third Party Compensation	Direct Client Fees ³	Effective Date
Consulting Services	n/a	n/a	n/a	\$66,000 annually	1/1/2019
Medical	BCBS	None / \$0-\$25 PEPY	n/a	n/a	1/1/2019
Medical	Northern IL Health Plans	None / None	n/a	n/a	1/1/2019
Dental	Northern IL Health Plans	None / None	n/a	n/a	1/1/2019
Group Life	Reliance Standard	None / None	n/a	n/a	1/1/2019
Voluntary Life	Reliance Standard	15% / None	n/a	n/a	1/1/2019
Retiree Medical	AmWins	5% / None	n/a	n/a	1/1/2019
Retiree Rx	AmWins	2% / None	n/a	n/a	1/1/2019
Vision	VSP	Graded 10% / None	n/a	n/a	1/1/2019

It should also be noted that:

- Gallagher is not an affiliate of the insurer or vendor whose contract is recommended. This means the insurer or vendor whose contract is recommended does not directly or indirectly have the power to exercise a controlling influence over the management or policies of Gallagher.
- Gallagher's ability to recommend other insurance contracts or vendors is not limited by an agreement with any insurance carrier or vendor and Gallagher is effecting the transaction for applicable plan(s) in the ordinary course of Gallagher business. Thus, pertinent transaction(s) are at least as favorable to the applicable plan(s) as an arm's length transaction with an unrelated party.
- Gallagher is not a trustee of the plan(s) and is neither the Plan Administrator of the plan(s), a Named Fiduciary of the plan(s), nor an employer which has employees in the plan(s).

For Employers and Plan Sponsors Subject to ERISA: This Disclosure Statement is being given to the Client (1) to make sure Client knows about Gallagher's and Gallagher affiliates' income before purchasing an insurance product and (2) for plans subject to ERISA, to comply with the disclosure, acknowledgment and approval requirement of Prohibited Transaction Class Exemption No. 84-24⁴, which protects both Client and Gallagher⁵. Disclosure must be made to an independent plan fiduciary for the ERISA Plan(s), and Client acknowledges and confirms that this is a reasonable transaction in the best interest of participants in its ERISA Plan(s).

For more information on Gallagher's compensation arrangements, please visit www.ajg.com/compensation. In the event a client wishes to register a formal complaint regarding compensation Gallagher receives, please send an email to Compensation_Complaints@ajg.com.

¹ Commissions include all commissions/fees paid to Gallagher that are attributable to a contract or policy between a plan and an insurance company, or insurance service. This includes indirect fees that are paid to Gallagher paid by a third party, and includes, among other things, the payment of "finders' fees" or other fees to Gallagher for a transaction or service involving the plan.

² Gallagher companies may receive supplemental compensation referred to in a variety of terms and definitions, such as contingent commissions, additional commissions and supplemental commissions.

³ Direct Fees include compensation to Gallagher paid for directly by the plan sponsor/Client.

⁴ Which allows an exemption from a prohibited transaction under Section 408(a) of the **Employee Retirement Income Security Act of 1974 (ERISA)**.

⁵ In making these disclosures, no position is taken, nor is one to be inferred, regarding the use of assets of a plan subject to ERISA to purchase such insurance.

CONSULTING SERVICES AGREEMENT

Consulting Services Agreement ("Agreement") is made as of the 1st day of July, 2011, by and between Williams-Manny, Inc. (Consulting Company), whose address is 555 Perryville Road Rockford, IL 61108 and Winnebago County Administration whose address is 404 Elm Street, Rockford, IL 61101.

WHEREAS, Client desires to obtain certain services in connection with the employee benefits insurance programs maintained by Client, and Consulting Company desires to provide these services in accordance with the terms set forth within this Agreement.

NOW THEREFORE, in consideration of the mutual covenants and agreement herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto covenant and agree as follows:

1. **Services.** Consulting Company agrees to provide Client with the consulting services described in the attached Schedule "A" (the "Services").

2. **Term.** This Agreement is effective upon execution by the parties, and the services shall commence as of the date set forth in the attached Schedule "B" (the "Commencement Date") and, subject to the provisions for termination in Schedule "B", shall continue until the date set out in Schedule "B" (the "Termination Date"). Should the parties wish to renew or extend the provision of the Services past the Termination Date, the parties may do so by written agreement, signed by both parties within 90 days of the expiration date.

3. **Fees.** For and in consideration of the Services furnished by Consulting Company to Client under this Agreement, Client shall pay to Consulting Company the fees set out in Schedule "C."

4. **Taxes.** Client agrees to pay the amount of any sales, use, excise, or similar taxes applicable to the performance of the Services, if any, or, in lieu thereof, Client shall provide Consulting Company with a certificate acceptable to the taxing authorities exempting Client from the payment of any such taxes.

5. **Confidentiality.** Consulting Company acknowledges that during the term of this Agreement it may be provided with and/or have access to information which is non-public, confidential and proprietary in nature. Such confidential information may include, but is not limited to, trade secrets, business plans, copyrights, logos, trademarks, financial and operational information, employee lists, and customer lists (collectively "Confidential Information"). Consulting Company agrees not to use or disclose any of Client's Confidential Information in any manner or for any purpose at any time during or after the term of this Agreement, except as required by law or as required during the course of Consulting Company's work for client, unless authorized in writing, by Client. Upon termination of this Agreement and upon receipt of a written request from Client, all

Confidential Information provided to Consulting Company by Client in Consulting Company's possession relating hereto shall be turned over to Client (providing Consulting Company may retain a confidential archival copy of the same for its file).

Likewise, Client agrees to keep confidential in all matters and not publish, dispense or use in any manner or by any means, but other than for internal company business, any of Consulting Company's work product or any services, product or software license from Consulting Company.

The provisions of this Section 6 shall survive any termination of this Agreement.

6. **Independent Contractor.** Consulting Company is an independent contractor. Neither Consulting Company nor Consulting Company's employees or agents are, or shall be deemed for any purpose to be, employees of Client. Client shall not be responsible to Consulting Company, Consulting Company's employees, agents or any governing body for any payroll related taxes relating to the performance of the Services. Nothing in this Agreement shall be construed as creating a partnership, joint venture or agency relationship between the parties, or as authorizing either party to act as agent for the other or to enter into contracts on behalf of the other which would impose liability upon one party for any act or failure to act by the other.

7. **Severability.** If, in any jurisdiction, any provision of this Agreement or its application to any party or circumstance is restricted, prohibited or unenforceable, that provision shall, as to that jurisdiction, be ineffective only to the extent of that restriction, prohibition or unenforceability, without invalidating the remaining provisions of this Agreement, without affecting the validity or enforceability of that provision in any other jurisdiction and, if applicable, without affecting its application to the other parties or circumstances.

8. **Notices.** Any notices required to be given to any party under the terms of this Agreement shall be in writing and shall be either (a) delivered in person; or (b) forwarded by First Class United States Mail to the postal address of the parties shown herein above. Any notice forwarded by First Class United States Mail shall be deemed to be received three (3) days after mailing. Any party may change its address by notice served as mentioned herein.

9. **Amendment and Assignment.** This Agreement may be amended in whole or in part only by the written consent of the parties hereto. Neither party may assign its rights under this Agreement without the prior written consent of the other party hereto.

10. **Entire Agreement.** This Agreement and the schedule attached hereto constitute the entire agreement between the parties and supersede all previous negotiations, understandings and agreements, verbal or written with respect to any matters referred to in this Agreement, except as specifically set out in this Agreement.

11. **Governing Law.** The governing law of this Agreement shall be governed by and construed in accordance with the laws of the State of Illinois. Each party irrevocably and unconditionally consents to the exclusive jurisdiction of the state and federal courts located in Rockford, Illinois, for the purpose of any action or proceeding brought by either party in connection with this Agreement or any alleged breach thereof, and waives any objection to the jurisdiction of said courts.

12. **Counterparts and Facsimile.** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which taken together shall constitute one agreement. To evidence the fact that it has executed this Agreement, a party may send a copy of its executed counterpart to the other by facsimile transmission (or otherwise transmitted) and a signature transmitted by any such transmission shall be deemed to be that party's original signature for all purposes.

The parties, each having read and understood this Agreement, have duly executed this Agreement as of the date first written above.

CONSULTING COMPANY:

CLIENT:

Williams-Manny, Inc.

Winnebago County Administration

By: 

By: 

Its: President

Its: Winnebago County Board
Chairman

APPENDIX A
CONSULTING SERVICES

Consultant's will provide the following services related to the (CLIENT) Employee Benefit Plan, *including but not limited to:*

- Be appointed as Agent of Record for all Medical Coverage, Pharmacy/Pharmaceutical Services and serve as Client advisor on all health related issues;
- Be appointed as Agent of Record for Dental, Life, Retiree Insurance programs and provide analysis or renewal terms offered by current insurers and service providers;
- During the initial term, investigate all viable programs, insurers, and service providers, and provide through cost benefit analysis report of each option, including recommend improvements in the self-insurance and HMO plans;
- As requested by Client evaluate alternative health plan providers;
- Act as an advocate on behalf of Client to resolve administrative problems on a timely basis;
- Act as an advocate on behalf of Client to resolve all claim disputes;
- Assist on employee open enrollment meetings as needed;
- Provide employee education meetings as necessary;
- Provide information on market trends periodically including recommendations on plan changes;
- Provide information and advice regarding state or federal legislation applicable to Client life, health, dental and disability plans;
- Provide a monthly newsletter to HR staff;
- Provide special reports as requested by Client;
- Provide monthly and annual performance reports including experience analysis;
- Provide initial analysis of the current plan including areas of potential cost savings to client
- Annually provide future funding projections;
- Coordinate timely premium quotes by TPA's and Stop Loss Insurers.
- Recommend cost containment strategies and perform cost benefit analysis on options;

- Provide oversight of Client benefit communication process;
- Assist in establishing funding rates/employee rates for each plan year;
- Provide access to Employee Benefit Center, Employee Resource Center, HRinsider Communication portal;
- Broker and place stop loss insurance and other health related insurance policies;
- Assist in the development of Wellness programs;
- Continually search for cost reduction strategies and present to Client staff;
- Ensure accuracy of all plan booklets and related documents;
- Provide services related to compliance matters such as HIPAA and Medicare Part D;
- Provide other assistance and advice as needed or requested by client.

SCHEDULE B

Term

This Agreement shall be effective as of July 1, 2011 (the "Commencement Date") and will be for one year with four one year options and may be terminated at any time, for any reason, by mutual agreement of the parties or by giving thirty (30) days written notice to the other party. In the event of such termination by the Client, Consultant shall be paid its applicable compensation through the effective date of termination, provided there is no dispute as to whether consultant is entitled to that compensation.

SCHEDULE C

Fees and Invoices

1. **Fees:** For all Services satisfactorily rendered by Consultant during the term of this Agreement, the Client shall pay Consultant \$66,000 annually for this agreement; such sums to include Consultant costs, if any, for telephone communications, postage, travel expenses and other expenses incurred by Consultant in connection the provision of the Services. The Client shall pay Consultant the agreed-upon compensation in twelve equal installments at monthly intervals following Consultant's provision of the Services and submission of a proper invoice to the Client documenting Consultant's rendering of the Services. In the event the Consultant qualifies for a marketing allowance or bonus from an insurance company and the allowance or bonus is included in the Client's retentions then such payment will be credited to the Client's annual consulting fee. If the marketing allowance or bonus is not included in the Client's retention, the allowance or bonus will not be credited to the client's annual consulting fee. In the event the Consultant receives commissions from an insurance company on any employee paid voluntary insurance products those commissions will not be credited to the Client's annual consulting fee. Consultant shall be responsible for payment of all state and federal taxes in connection with its performance of the Services and receipt of compensation under this Agreement.

2. **Invoices:** Consulting Company shall invoice Client for the services rendered. All invoices are due and payable ~~within fifteen (15) days after receipt by Client.~~

According to the Illinois Prompt Payment Act.

SC

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

Sponsored by: David Fiduccia

Submitted by: Personnel and Policies Committee

2020 CR

**RESOLUTION AUTHORIZING THE EXECUTION OF AN BUSINESS ASSOCIATE AGREEMENT WITH
GALLAGHER BENEFIT SERVICES, INC. FOR THE GROUP HEALTH AND WELFARE PLANS DUE TO NAME
CHANGE OF VENDOR**

WHEREAS, the County of Winnebago currently has a Business Associate Agreement with Williams Manny for the group health and welfare plans; and

WHEREAS, due to a merger between Williams Manny and Gallagher Benefits Services, a new Business Associates Agreement will need to be executed; and

WHEREAS, the Personnel and Policies Committee of the County Board for the County of Winnebago, Illinois, has reviewed the Business Associate Agreement attached to this Resolution as Exhibit A.

NOW, THEREFORE BE IT RESOLVED, by the County Board of the County of Winnebago, Illinois that the Winnebago County Board Chairman is authorized and directed to, on behalf of the County of Winnebago, execute the Business Associates Agreement with Gallagher Benefits Services, Inc., 555 South Perryville Road, Rockford, IL 61108.

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

BE IT FURTHER RESOLVED that the County Board is hereby authorized to execute the Business Associate Agreement and deliver certified copies of this Resolution to the Winnebago County Auditor, Treasurer and County Administrator.

Respectfully Submitted,
PERSONNEL AND POLICIES COMMITTEE

AGREE

DISAGREE

DAVID FIDUCCIA, CHAIRMAN

DAVID FIDUCCIA, CHAIRMAN

DAVID BOOMER

DAVID BOOMER

ANGIE GORAL

ANGIE GORAL

JOE HOFFMAN

JOE HOFFMAN

DAVID KELLEY

DAVID KELLEY

DOROTHY REDD

DOROTHY REDD

JIM WEBSTER

JIM WEBSTER

The above and foregoing Resolution was adopted by the County Board of the County of
Winnebago, Illinois this ____ day of _____ 2020.

FRANK HANEY

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

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement ("**Agreement**") is entered into on July 1, 2019 (the "**Effective Date**"), by and between Winnebago County on behalf of the Group Health and Welfare Plans of Winnebago County ("**Covered Entity**") and Gallagher Benefit Services, Inc. ("**Business Associate**").

RECITALS:

WHEREAS, Covered Entity and Business Associate mutually desire to outline their individual responsibilities with respect to the use and/or disclosure of Protected Health Information ("**PHI**") as mandated by the Privacy Rule promulgated under the Administrative Simplifications subtitle of the Health Insurance Portability and Accountability Act of 1996 ("**HIPAA**") including all pertinent regulations issued by the U.S. Department of Health and Human Services as outlined in 45 C.F.R. Parts 160, 162 and 164 ("**HIPAA Privacy Rules and/or Security Standards**"); and

WHEREAS, Covered Entity and Business Associate understand and agree that the HIPAA Privacy Rules and Security Standards requires the Covered Entity and Business Associate enter into a Business Associate Agreement which shall govern the use and/or disclosure of PHI and the security of PHI and ePHI.

NOW, THEREFORE, the parties hereto agree as follows:

1. **Definitions.** When used in this Agreement and capitalized, the following terms have the following meanings:

(a) "**Breach**" shall have the same meaning as the term "Breach" in 45 C.F.R. §164.402.

(b) "**Electronic Protected Health Information**" or "**ePHI**" shall mean Protected Health Information transmitted by electronic media or maintained in electronic media.

(c) "**Individual**" shall have the same meaning as the term "Individual" in 45 C.F.R. §160.103 and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. §164.502(g).

(d) "**Privacy Rule**" shall mean the Standards for Privacy of Individual Identifiable Health Information as set forth at 45 C.F.R. Parts 160 and 164 Subparts A and E.

(e) "**Protected Health Information**" or "**PHI**" shall have the same meaning as the term "protected health information" in 45 C.F.R. § 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

(f) **"Required by Law"** shall have the same meaning as the term "required by law" in 45 C.F.R. § 164.103.

(g) **"Secretary"** shall mean the Secretary of the Department of Health and Human Services or his or her designee.

(h) **"Security Incident"** shall mean any attempted or successful unauthorized access, use, disclosure, modification or destruction of information or systems operations in an electronic information system.

(i) **"Security Rule"** shall mean the Standards for Security of PHI, including ePHI, as set forth at 45 C.F.R. Parts 160 and 164 Subparts A and C.

(j) **"Unsecured Protected Health Information"** shall mean protected health information that is not rendered unusable, unreadable, or indecipherable to unauthorized persons through the use of a technology or methodology specified by the Secretary.

Terms used but not defined in this Agreement shall have the same meaning as those terms in the HIPAA regulations.

2. Obligations and Activities of Business Associate Regarding PHI.

(a) Business Associate agrees to not use or further disclose PHI other than as permitted or required by this Agreement or as Required by Law.

(b) Business Associate agrees to use appropriate safeguards to prevent use or disclosure of the PHI other than as provided for by this Agreement.

(c) Business Associate agrees to ensure that any agents, including sub-contractors (excluding entities that are merely conduits), to whom it provides PHI agree to the same restrictions and conditions that apply to Business Associate with respect to such information.

(d) Business Associate agrees to provide access, at the request of Covered Entity, and in a reasonable time and manner designated by Covered Entity, to PHI in a Designated Record Set that is not also in Covered Entity's possession, to Covered Entity in order for Covered Entity to meet the requirements under 45 C.F.R. § 164.524.

(e) Business Associate agrees to make any amendment to PHI in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 C.F.R. § 164.526 in a reasonable time and manner designated by Covered Entity.

(f) Business Associate agrees to make internal practices books and records relating to the use and disclosure of PHI available to the Secretary, in a reasonable time and manner as designated by the Covered Entity or Secretary, for purposes of the Secretary determining Covered Entity's compliance with the Privacy Rule. Business Associate shall immediately notify Covered Entity upon receipt or notice of any request

by the Secretary to conduct an investigation with respect to PHI received from the Covered Entity.

(g) Business Associate agrees to document any disclosures of PHI that are not excepted under 45 C.F.R. § 164.528(a)(1) as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528.

(h) Business Associate agrees to provide to Covered Entity or an Individual, in a time and manner designated by Covered Entity, information collected in accordance with paragraph (g) above, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528.

(i) Business Associate agrees to use or disclose PHI pursuant to the request of Covered Entity; provided, however, that Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by Covered Entity.

3. Permitted Uses and Disclosures of PHI by Business Associate.

(a) Business Associate may use or disclose PHI to perform functions, activities or services for, or on behalf of, Covered Entity provided that such use or disclosure would not violate the Privacy Rule if done by Covered Entity.

(b) Business Associate may use PHI for the proper management and administration of Business Associate and to carry out the legal responsibilities of Business Associate.

(c) Business Associate may disclose PHI for the proper management and administration of Business Associate and to carry out the legal responsibilities of Business Associate if:

(i) such disclosure is Required by Law, or

(ii) Business Associate obtains reasonable assurances from the person to whom the information is disclosed that such information will remain confidential and used or further disclosed only as Required by Law or for the purposes for which it was disclosed to the person, and the person agrees to notify Business Associate of any instances of which it is aware that the confidentiality of the information has been breached.

(d) Business Associate shall limit the PHI to the extent practicable, to the limited data set or if needed by the Business Associate, to the minimum necessary to accomplish the intended purpose of such use, disclosure or request subject to exceptions set forth in the Privacy Rule.

(e) Business Associate may use PHI to provide Data Aggregation services to Covered Entity as permitted by 45 C.F.R. § 164.504(e)(2)(i)(B).

4. Obligations of Covered Entity Regarding PHI.

(a) Covered Entity shall provide Business Associate with the notice of privacy practices that Covered Entity produces in accordance with 45 C.F.R. § 164.520, as well as any changes to such notice.

(b) Covered Entity shall provide Business Associate with any changes in, or revocation of, authorization by an Individual to use or disclose PHI, if such changes affect Business Associate's permitted or required uses and disclosures.

(c) Covered Entity shall notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 C.F.R. § 164.522, if such restrictions affect Business Associate's permitted or required uses and disclosures.

(d) Covered Entity shall require all of its employees, agents and representatives to be appropriately informed of its legal obligations pursuant to this Agreement and the Privacy Rule and Security Standards required by HIPAA and will reasonably cooperate with Business Associate in the performance of the mutual obligations under this Agreement.

5. Security of Protected Health Information.

(a) Business Associate has implemented policies and procedures to ensure that its receipt, maintenance, or transmission of all PHI, either electronic or otherwise, on behalf of Covered Entity complies with the applicable administrative, physical, and technical safeguards required protecting the confidentiality, availability and integrity of PHI as required by the HIPAA Privacy Rules and Security Standards.

(b) Business Associate agrees that it will ensure that agents or subcontractors agree to implement the applicable administrative, physical, and technical safeguards required to protect the confidentiality, availability and integrity of PHI as required by HIPAA Privacy Rules and Security Standards.

(c) Business Associate agrees to report to Covered Entity any Security Incident (as defined 45 C.F.R. Part 164.304) of which it becomes aware. Business Associate agrees to report the Security Incident to the Covered Entity as soon as reasonably practicable, but not later than 10 business days from the date the Business Associate becomes aware of the incident.

(d) Business Associate agrees to establish procedures to mitigate, to the extent possible, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of this Agreement.

(e) Business Associate agrees to immediately notify Covered Entity upon discovery of any Breach of Unsecured Protected Health Information (as defined in 45 C.F.R. §§ 164.402 and 164.410) and provide to Covered Entity, to the extent available to Business Associate, all information required to permit Covered Entity to comply with the requirements of 45 C.F.R. Part 164 Subpart D.

(f) Covered Entity agrees and understands that the Covered Entity is independently responsible for the security of all PHI in its possession (electronic or otherwise), including all PHI that it receives from outside sources including the Business Associate.

6. Term and Termination.

(a) **Term.** This Agreement shall be effective as of the Effective Date and shall remain in effect until the Business Associate relationship with the Covered Entity is terminated and all PHI is returned, destroyed or is otherwise protected as set forth in Section 6(d).

(b) **Termination for Cause by Covered Entity.** Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity shall provide an opportunity for Business Associate to cure the breach. If Business Associate does not cure the breach within 30 days from the date that Covered Entity provides notice of such breach to Business Associate, Covered Entity shall have the right to immediately terminate this Agreement and the underlying services agreement between Covered Entity and Business Associate.

(c) **Termination by Business Associate.** This Agreement may be terminated by Business Associate upon 30 days prior written notice to Covered Entity in the event that Business Associate, acting in good faith, believes that the requirements of any law, legislation, consent decree, judicial action, governmental regulation or agency opinion, enacted, issued, or otherwise effective after the date of this Agreement and applicable to PHI or to this Agreement, cannot be met by Business Associate in a commercially reasonable manner and without significant additional expense.

(d) **Effect of Termination.** Upon termination of this Agreement for any reason, at the request of Covered Entity, Business Associate shall return or destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. Business Associate shall not retain any copies of the PHI unless return or destruction is deemed infeasible. If the return or destruction of PHI is infeasible, Business Associate shall extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI. For purposes of illustration only and not to limit the set of circumstances that could potentially make return or destruction infeasible, it would be infeasible for Business Associate to return or destroy certain PHI that is part of work product that must be

retained for document retention/archival purposes, as well as PHI that is stored as a result of backup e-mail systems that store e-mails for emergency backup purposes.

7. Amendment.

The parties may agree to amend this Agreement from time to time in any other respect that they deem appropriate. This Agreement shall not be amended except by written instrument executed by the parties.

8. Indemnification.

Business Associate shall indemnify and hold harmless Covered Entity from and against any and all costs, expenses, claims, demands, causes of action, damages, attorneys' fees and judgments that arise out of or that may be imposed upon, incurred by, or brought against Covered Entity to the extent directly resulting from a breach of this Agreement or any violation of the Privacy Rule or other applicable HIPAA regulations by Business Associate. The indemnification obligations provided for in this Section will commence on the effective date of this Agreement and will survive its termination.

Covered Entity shall indemnify and hold harmless Business Associate from and against any and all costs, expenses, claims, demands, causes of action, damages, attorneys' fees and judgments that arise out of or are imposed upon, incurred by, or brought against Business Associate to the extent directly resulting from a breach of this Agreement or any violation of the Privacy Rule or other applicable HIPAA regulations by Covered Entity. The indemnification obligations provided for in this Section will commence on the effective date of this Agreement and will survive its termination.

9. Severability.

The parties intend this Agreement to be enforced as written. However, (i) if any portion or provision of this Agreement is to any extent declared illegal or unenforceable by a duly authorized court having jurisdiction, then the remainder of this Agreement, or the application of such portion or provision in circumstances other than those as to which it is so declared illegal or unenforceable, will not be affected thereby, and each portion and provision of this Agreement will be valid and enforceable to the fullest extent permitted by law; and (ii) if any provision, or part thereof, is held to be unenforceable because of the duration of such provision, the Covered Entity and the Business Associate agree that the court making such determination will have the power to modify such provision, and such modified provision will then be enforceable to the fullest extent permitted by law.

10. Notices.

All notices, requests, consents and other communications hereunder will be in writing, will be addressed to the receiving party's address set forth below or to such other address as a party may designate by notice hereunder, and will be either (i) delivered by hand, (ii) made

facsimile transmission, (iii) sent by overnight courier, or (iv) sent by registered mail or certified mail, return receipt requested, postage prepaid.

If to the Covered Entity:

Winnebago County
Human Resources Department
404 Elm St., Suite 202
Rockford, IL 61101

If to the Business Associate:

Gallagher Benefit Services, Inc.
Todd Soma
555 S. Perryville Road
Rockford, IL 61108

11. Regulatory References.

A reference in this Agreement to a section in the Privacy Rule means the referenced section or its successor, and for which compliance is required.

12. Headings and Captions.

The headings and captions of the various subdivisions of the Agreement are for convenience of reference only and will in no way modify or affect the meaning or construction of any of the terms or provisions hereof.

13. Entire Agreement.

This Agreement sets forth the entire understanding of the parties with respect to the subject matter set forth herein and supersedes all prior agreements, arrangements and communications, whether oral or written, pertaining to the subject matter hereof.

14. Binding Effect.

The provisions of this Agreement shall be binding upon and shall inure to the benefit of both Parties and their respective successors and assigns.

15. No Waiver of Rights, Powers and Remedies.

No failure or delay by a party hereto in exercising any right, power or remedy under this Agreement, and no course of dealing between the parties hereto, will operate as a waiver of any such right, power or remedy of the party. No single or partial exercise of any right, power or

remedy under this Agreement by a party hereto, nor any abandonment or discontinuance of steps to enforce any such right, power or remedy, will preclude such party from any other or further exercise thereof or the exercise of any other right, power or remedy hereunder. The election of any remedy by a party hereto will not constitute a waiver of the right of such party to pursue other available remedies. No notice to or demand on a party not expressly required under this Agreement will entitle the party receiving such notice or demand to any other or further notice or demand in similar or other circumstances or constitute a waiver of the right of the party giving such notice or demand to any other or further action in any circumstances without such notice or demand. The terms and provisions of this Agreement may be waived, or consent for the departure therefrom granted, only by written document executed by the party entitled to the benefits of such terms or provisions. No such waiver or consent will be deemed to be or will constitute a waiver or consent with respect to any other terms or provisions of this Agreement, whether or not similar. Each such waiver or consent will be effective only in the specific instance and for the purpose for which it was given, and will not constitute a continuing waiver or consent.

16. Governing Law.

This Agreement will be governed by and construed in accordance with the laws of the State of Illinois.

17. Interpretation.

It is the Parties' intent to comply strictly with all applicable laws, including without limitation, HIPAA, state statutes, or regulations (collectively, the "Regulatory Laws"), in connection with this Agreement. In the event there shall be a change in the Regulatory Laws, or in the reasoned interpretation of any of the Regulatory Laws or the adoption of new federal or state legislation, any of which are reasonably likely to materially and adversely affect the manner in which either Party may perform or be compensated under this Agreement or which shall make this Agreement unlawful, the Parties shall immediately enter into good faith negotiations regarding a new arrangement or basis for compensation pursuant to this Agreement that complies with the law, regulation or policy and that approximates as closely as possible the economic position of the Parties prior to the change. In addition, the Parties hereto have negotiated and prepared the terms of this Agreement in good faith with the intent that each and every one of the terms, covenants and conditions herein be binding upon and inure to the benefit of the respective Parties. To the extent this Agreement is in violation of applicable law, then the Parties agree to negotiate in good faith to amend this Agreement, to the extent possible consistent with its purposes, to conform to law.

IN WITNESS WHEREOF, the parties have executed this Business Associate Agreement as of the Effective Date.

BUSINESS ASSOCIATE:

GALLAGHER BENEFIT SERVICES, INC.

By: _____

Name: _____

Title: _____

COVERED ENTITY:

WINNEBAGO COUNTY

By: _____

Name: _____

Title: _____

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

Sponsored by: DAVE FIDUCCIA

Submitted by: PERSONNEL AND POLICIES COMMITTEE

2020 CR

**RESOLUTION AUTHORIZING THE CHAIRMAN OF THE COUNTY BOARD TO EXECUTE AN
AMENDMENT TO AN AGREEMENT FOR LINEN AND LAUNDRY SERVICES AT
RIVER BLUFF NURSING HOME**

WHEREAS, the Code of Ordinances for the County of Winnebago, Illinois, provides as in Section 2-357 (b) (1), Conditions for use. All procurements whose value equals or exceeds the competitive bidding threshold of \$25,000.00 shall be awarded by competitive sealed bidding in accordance with this section except as otherwise provided in 2-357; and

WHEREAS, competitive proposals were initially received and reviewed 2017 for the following Request for Proposals:

17P-2113 – LINEN AND LAUNDRY SERVICES FOR RIVER BLUFF NURSING HOME

WHEREAS, the Operations and Administrative Committee of the County Board in November 9, 2017 awarded an agreement to EcoBrite Linen for a period of two years with three optional one year renewal terms; and

WHEREAS, it is now time for a renewal of the agreement with an amendment to the Linen and Laundry Service Agreement; and

NOW, THEREFORE, BE IT RESOLVED, by the County Board of the County of Winnebago, Illinois, that the Winnebago County Board Chairman is authorized to execute the amendment to the agreement with EcoBrite Linen, in substantially the same form as that attached hereto as Resolution Exhibit 1.

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 River Bluff Nursing Home Administrator, Director of Purchasing, Finance Director, Board Office and County Auditor.

Respectfully submitted,
PERSONNEL AND POLICIES COMMITTEE

AGREE

DISAGREE

DAVE FIDUCCIA, CHAIRMAN

DAVE FIDUCCIA, CHAIRMAN

DAVE BOOMER

DAVE BOOMER

ANGIE GORAL

ANGIE GORAL

JOE HOFFMAN

JOE HOFFMAN

DAVE KELLEY

DAVE KELLEY

DOROTHY REDD

DOROTHY REDD

JIM WEBSTER

JIM WEBSTER

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

FRANK HANEY

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

RESOLUTION EXHIBIT 1

FIRST AMENDMENT TO LINEN AND LAUNDRY SERVICE AGREEMENT

This First Amendment to Linen and Laundry Service Agreement ("Amendment") is made and entered into on January 1, 2020 between ECO BRITE LINENS, LLC ("EcoBrite"), an Illinois limited liability company and **Winnebago County d/b/a River Bluff Nursing Home** ("Customer"), located at **4401 North Main Street, Rockford IL 61103** (the Customer together with EcoBrite, each a "Party" and collectively the "Parties").

WHEREAS, the Parties have previously entered into that certain Linen and Laundry Service Agreement effective as of November 9, 2017 (the "Agreement");

WHEREAS, EcoBrite and Customer desire to amend the Agreement and extend the term of the Agreement;

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the Parties agree as follows:

1. **Amendments.**

- a) **Exhibit D.** Exhibit D of the Agreement is hereby replaced with Revised Exhibit D, attached hereto.
- b) **Term.** Section 8 (b) shall have the following addendum at the end of the paragraph:

The Parties agree to renew this Agreement from January 1, 2020 until December 31, 2020, subject to the revised Exhibit D attached hereto.

All other terms and conditions contained in the Agreement, other than those specifically referenced herein, shall remain the same

2. **Invalidity of Amendment.** If any provision of this Amendment, or the application of such provision to any person or circumstance, shall be held invalid, the remainder of this Amendment or the application of such provisions to persons or circumstances other than those to which it is held invalid, shall not be affected thereby.

3. **Counterparts.** This Amendment may be executed in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. All of such counterpart signature pages shall be read as though one, and they shall have the same force and effect as though all of the signors had signed a single signature page.

[Signature page to follow]

IN WITNESS WHEREOF, the parties hereto have entered into this First Amendment as of the day and year first above written.

Eco Brite Linens LLC, DBA EcoBrite Linen,
an Illinois limited liability company

By: _____
Name: Brian Polatsek
Its: CEO

Customer:
Winnebago County d/b/a River Bluff Nursing Home

By: _____
Name: Frank Haney
Its: County Board Chairman
Date: _____

ATTEST: _____

REVISED EXHIBIT D:

River Bluff Selection of Option Two

River Bluff has elected to move forward with Option Two of EcoBrite Linen's proposal.

This option is the flat rate option encompassing all costs associated with EcoBrite's services. As set forth in Exhibit C this includes, linen supplied, staffing, and losses.

Also, as set forth in Exhibit B, the original cost in November of 2017 was \$430,000.00. With annual price adjustments equal to the CPI change for the previous 12 months, as provided for in Exhibit B, which were to take effect in November of 2018 and November of 2019, the cost as of January 1, 2020 is \$448,689. River Bluff further agrees to a one-time flat increase of \$27,000, effective January 1, 2020, to cover minimum wage increases implemented by the State of Illinois and Cook County. Therefore, the cost as of January 1, 2020, shall be \$475,689 annually based on an average census of 210, with quarterly adjustments for decreases or increases in the prior quarter's average census. The price will be adjusted annually on January 1 of each renewal year by the amount of the CPI for the most recently published month prior to the renewal date.

ZONING COMMITTEE

Attachment
ZONING COMMITTEE
OF THE COUNTY BOARD AGENDA
February 13, 2020

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

PLANNING AND/OR ZONING REQUESTS:

TO BE VOTED ON: NONE

TO BE LAID OVER: NONE

-
1. **COMMITTEE REPORT (ANNOUNCEMENTS)** - *for informational purposes only; not intended as a public notice*:
 - Chairman, Brian Erickson, hereby announces that a *Zoning Board of Appeals (ZBA)* meeting is scheduled for Wednesday, **March 11, 2020**, at 5:30 p.m. in Room 303 of the County Administration Building.
 - Chairman, Jim Webster, hereby announces that the next *Zoning Committee (ZC)* meeting is *tentatively* scheduled for Wednesday, **February 26, 2020**, at 5:00 p.m. in Room 303 of the County Administration Building.

UNFINISHED BUSINESS