

REVISION AGENDA

VIRTUAL MEETING – ZOOM

PUBLIC PARTICIPATION AND PUBLIC COMMENT AVAILABLE VIA ZOOM

WWW.WINCOIL.US/FEATURED-ITEMS/WATCH-COUNTY-BOARD-MEETINGS-ONLINE

(WINNEBAGO COUNTY YOUTUBE LIVE)

Thursday, May 28, 2020 6:00 p.m.

| 1. | Call to Order Chairman Frank Haney |
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| 2. | Agenda Updates Chairman Frank Haney |
| 3. | Roll CallClerk Lori Gummow |
| 4. | Invocation Board Member Dave Tassoni |
| 5. | Awards, Proclamations, Presentations, Public Hearings, and Public Participation A. Awards – None B. Proclamations – None C. Presentations – None |
| 6. | Public Comment |
| 7. | Board Member Correspondence Board Members |
| 8. | Chairman's Report Chairman Frank Haney |
| 9. | Announcements & Communications |
| 10. | Consent Agenda |
| | |

| 11. | County Administrator's ReportInterim County Administrator Steve Chapman | | | | |
|-----|---|---|--|--|--|
| 12. | Department Head UpdatesDepartment Heads | | | | |
| 13. | UnfinishedBusiness | | | | |
| 14. | Standing Committee Reports Chairman Frank Ha | | | | |
| | Α. | Finance Committee | | | |
| | В. | Zoning Committee | | | |
| | C. | Economic Development Committee | | | |
| | D. | Operations & Administrative Committee Keith McDonald, Committee Chairman 1. Committee Report | | | |
| | E. | Public Works Committee | | | |
| | F. | Public Safety Committee Chairman 1. Committee Report | | | |

- 2. Resolution Extending Intergovernmental Cooperation Agreement for Police Services with the Village of Machesney Park to June 30, 2020
- G. Personnel and Policies Committee.......David Fiduccia, Committee Chairman
 - 1. Committee Report
 - 2. Resolution Affixing Compensation and Other Benefits for Certain Elected County Officials
 - 3. Resolution Authorizing the Chairman of the County Board to Execute an Agreement with GovTemps USA LLC for the Employment of Interim County Administrator Steven Chapman
 - 4. Resolution Regarding Communication with the Chicago Rockford International Airport Director
- 15. New Business......Chairman Frank Haney
- 16. Adjournment Chairman Frank Haney

Next Meeting: Thursday, June 11, 2020

CHAIRMAN'S REPORT

ANNOUNCEMENTS & COMMUNICATIONS



Announcements & Communications

Date: May 28, 2020

Item: Correspondence to the Board

Prepared by: County Clerk Lori Gummow

Governing Statute(s): State of Illinois Counties Code <u>55 ILCS 5/Div. 3-2, Clerk</u>

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. Braidwood Station, Byron Station, Clinton Power Station, Dresden Nuclear Power Station, LaSalle County Station, and Quad Cities Nuclear Power Station Information Request to Support the NRC Annual Baseline Emergency Action Level and Emergency Plan Changes Inspection
- County Clerk Gummow received from ComEd a letter regarding their intent to perform vegetation management activities on distribution circuit in our area within the next few months.
- 3. County Clerk Gummow received from Theresa Grennan, Chief Deputy Winnebago County Treasurer the Investment Report for May 2020.
- 4. County Clerk Gummow received from Charter Communication, locally known as Spectrum, letters regarding changes in channel lineup on or around June 15, 2020 for the following:
 - a. County of Winnebago
 - b. Township of Harlem
 - c. Township of Rockton
 - d. Township of Roscoe



e. A letter regarding Quarterly Franchise Fee Payment covering the period from January 1, 2020 to March 31, 2020, for Charter Communications.

CONSENT AGENDA

County Board Meeting: 5/28/20

RESOLUTION

TO THE HONORABLE COUNTY BOARD OF WINNEBAGO COUNTY;

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

| | FUND NAME | RECOMMENDED FOR PAYMENT |
|-----|---------------------------------|-------------------------|
| 001 | GENERAL FUND | 3,671,045.42 |
| 101 | PUBLIC SAFETY TAX | 2,035,619.59 |
| 103 | DOCUMENT STORAGE FUND | 24,459.67 |
| 104 | TREASURER'S DELINQUENT TAX FU | 3,865.28 |
| 105 | VITAL RECORDS FEE FUND | 2,070.42 |
| 106 | RECORDERS DOCUMENT FEE FUND | 41,423.02 |
| 107 | COURT AUTOMATION FUND | 64,400.00 |
| 111 | CHILDREN'S WAITING ROOM FUND | 11,595.47 |
| 112 | RENTAL HOUSING FEE FUND | 23,391.00 |
| 114 | 911 OPERATIONS FUND | 89,067.13 |
| 115 | PROBATION SERVICE FUND | 28,090.40 |
| 116 | HOST FEE FUND | 112,500.00 |
| 118 | NEUTRAL SITE CUSTODY EXCHANGE | · |
| 126 | LAW LIBRARY | 9,505.32 |
| 131 | DETENTION HOME | 234,823.61 |
| 141 | WINGIS GEOR INFO SYSTEM (CO SHA | - |
| 145 | FORECLOSURE MEDIATION FUND | 4,794.60 |
| 155 | MEMORIAL HALL | 9,949.83 |
| 156 | CC CLERK ELECTRONIC CITATION FU | JND 8,994.00 |
| 158 | CHILD ADVOCACY PROJECT | 31,761.85 |
| 161 | COUNTY HIGHWAY | 245,810.20 |
| 162 | COUNTY BRIDGE FUND | 18,420.86 |
| 164 | MOTOR FUEL TAX FUND | 108,969.42 |
| 181 | VETERANS ASSISTANCE FUND | 114,444.41 |
| 185 | HEALTH INSURANCE | 1,597,108.93 |
| 192 | EMPLOYER SOCIAL SECURITY FUND | 329,242.97 |
| 193 | ILLINOIS MUNICIPAL RETIRE | 381,771.60 |
| 194 | TORT JUDGMENT & LIABILITY | 104,130.68 |
| 252 | 2017C DEBT SERVICE FUND | 750.00 |
| 301 | HEALTH GRANTS | 629,163.33 |
| 302 | SHERIFF'S DEPT GRANTS | 189,934.80 |
| 303 | STATE'S ATTORNEY GRANT | 11,919.76 |
| 304 | PROBATION GRANTS | 22,519.55 |
| 309 | CIRCUIT COURT GRANT FUND | 168,684.17 |
| 401 | RIVER BLUFF NURSING HOME | 1,391,542.22 |
| 410 | ANIMAL SERVICES | 189,215.88 |
| 420 | 555 N COURT OPERATIONS FUND | 12,425.38 |
| 430 | WATER FUND | 7,992.69 |
| 501 | INTERNAL SERVICES | 35,630.01 |
| | TOTAL THIS REPORT | 12,038,180.47 |

| The adoption of this report is hereby recommended | William Crowley, County Auditor |
|---|--|
| ADOPTED: This 28th day of May 2020 at the Ci | ty of Rockford, Winnebago County, Illinois. |
| W. | |
| | Frank Haney, Chairman of the |
| | Winnebago County Board of Rockford, Illinois |
| ATTEST: | 1001.01.01.01.01 |
| Lori Gummow, Clerk of the Winnebago County Board of Rockford, Illinois | |
| | |
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REGULAR ADJOURNED MEETING WINNEBAGO COUNTY BOARD MARCH 26, 2020

- 1. Chairman Haney Called to Order the Regular Adjourned Meeting of the Winnebago County Board for Thursday, March 26, 2020 at 6:01 p.m.
- 2. Chairman Haney announced the following Agenda Changes:

Under Consent Agenda

Please omit the March 19, 2020 Minutes.

3. Roll Call: 17 Present. 2 Absent. (Board Members Arena, Bilich, Booker, Butitta, Crosby, Fellars, Fiduccia, Gerl, Goral, Hoffman, McDonald, Nabors, Redd, Salgado, Schultz, Tassoni, and Webster were present.) (Board Members Kelley and Wescott were absent.)

<u>AWARDS, PROCLAMATIONS, PRESENTATIONS, PUBLIC HEARINGS, and PUBLIC PARTICIPATION</u>

4. Awards - None

Proclamations - None

Presentations - None

PUBLIC COMMENT

5. None.

BOARD MEMBER CORRESPONDENCE

6. Board Member McDonald announced there would like to schedule a Caucus for Monday.

Board Member Tassoni asked for correspondence regarding fishing and social distancing. Discussion by State's Attorney Hite-Ross.

CHAIRMAN'S REPORT

7. Chairman Haney spoke of multiple emails sent to Board Members regarding COVID-19 updates.

ANNOUNCEMENTS & COMMUNICATION

- 8. County Clerk Gummow submitted the Items Listed Below as Correspondence which were "Placed on File" by Chairman Haney:
 - A. County Clerk Gummow received from Charter Communications, notice that on or around March 24, 2020, Charter will launch Bull Dog Shopping Network.
 - B. County Clerk Gummow received from Comcast, a letter regarding changes to Xfinity TV services (Cartoon Network will only be available as part of Digital Preferred.)
 - C. County Clerk Gummow received from Mediacom Communications Corporation, a copy of the annual customer service report.

CONSENT AGENDA

9. Chairman Haney entertained a motion to approve the Consent Agenda for March 26, 2020 (Raffle Report, Bills, and County Board Minutes of February 27, 2020 and to layover the County Board Minutes of March 12, 2020). Board Member Crosby moved for the approval of the Consent Agenda, seconded by Board Member Tassoni. The motion was approved by a unanimous vote of all members present. (Board Members Kelley and Wescott were absent.)

COUNTY ADMINISTRATOR'S REPORT

10. Interim County Administrator Chapman spoke of how departments are dealing with the stay at home order.

DEPARTMENT HEAD UPDATES

11. None.

REPORTS FROM STANDING COMMITTEES

FINANCE COMMITTEE

- 12. Board Member Salgado read in for the first reading of Budget Amendment 2020-013 SCAAP Grant to be Laid Over. Board Member Salgado made a motion to suspend the rules, seconded by Board Member McDonald. Motion was approved by a unanimous vote of all members present. (Board Members Kelley and Wescott were absent.) Board Member Schultz called point of order. Board Member Salgado made a motion to approve Budget Amendment 2020-013, seconded by Board Member Fellars. Motion was approved by a unanimous vote of all members present. (Board Member Kelley and Wescott were absent.)
- 13. Board Member Salgado read in for the first reading of Budget Amendment 2020-017 Sheriff to be Laid Over. Board Member Salgado made a motion to suspend the rules, seconded by Board Member Nabors. Motion was approved by a unanimous vote of all members present. (Board

Members Kelley and Wescott were absent.) Board Member Salgado made a motion to approve Budget Amendment 2020-017, seconded by Board Member McDonald. Discussion by Interim County Administrator Chapman and Board Members Arena and Salgado. Motion was approved by a unanimous vote of all members present. (Board Members Kelley and Wescott were absent.)

ZONING COMMITTEE

- 14. Board Member Webster read in for the first reading of Z-02-20 A map amendment to rezone +/1.31 acres from the AG, Agricultural Priority District to the CC, Community Commercial
 District for the property that is commonly known as 2053 N. Winnebago, IL 61088 in
 Winnebago Township, District 1 to be laid over.
- 15. Board Member Webster read in for the first reading of Z-03-20 A map amendment to rezone +/1.12 acres from the RR, Rural Residential District (a sub-district of the RA District) to the CN,
 Neighborhood Commercial District for the property that is commonly known as 6812 Harrison
 Avenue, Rockford, IL 61108 in Rockford Township, District 8 to be laid over.
- 16. Board Member Webster read in for the first reading of a Resolution Directing the Zoning Board of Appeals to Conduct a Public Hearing on Certain Unified Development Ordinance Amendment Regarding Permissible Uses in Select Residential District to be laid over.

Board Member Webster announced he is unsure of when the next meeting will be, it may be as long as the third Wednesday.

ECONOMIC DEVELOPMENT

17. None.

OPERATIONS & ADMINISTRATIVE COMMITTEE

- 18. Board Member McDonald made a motion to approve a Resolution Accepting the Resignation of David Boomer from the Winnebago County Board and Declaring District 4 Seat Vacant, seconded by Board Member Crosby. Motion was approved by a unanimous vote of all members present. (Board Members Kelley and Wescott were absent.)
- 19. Board Member McDonald made a motion to approve a Resolution Extending Employee Leasing Agreement with GovTemps USA, LLC for Interim County Administrator up to June 5, 2020, seconded by Board Member Gerl. Motion was approved by a unanimous vote of all members present. (Board Members Kelley and Wescott were absent.)
- 20. Board Member McDonald made a motion to approve a Resolution Adopting Coronavirus Response Policy, seconded by Board Member Fellars. Discussion by Interim County Administrator Chapman and Board Member McDonald. Motion was approve by a unanimous voter of all members present. (Board Members Kelley and Wescott were absent.)

PUBLIC WORKS

21. None.

PUBLIC SAFETY

22. Board Member Booker made a motion to approve a Resolution Authorizing the County Board Chairman to Extend Contracts for Health Care Services of Inmates of the Winnebago County Jail and Detainees of the Juvenile Detention Center, seconded by Board Member Fellars. Discussion by Winnebago County Chief Deputy Rick Ciganek, Purchasing Director Johns, Chairman Haney, Sheriff Bob Redmond, State's Attorney Hite-Ross and Board Members Booker, Schultz, Nabors, and Fellars. Motion was approved by a unanimous vote of all members present. (Board Members Kelley and Wescott were absent.)

Discussion on Covid-19 by Dr. Martell and Board Members Fellars and Arena.

UNFINISHED BUSINESS

23. Board Member Goral thanked Chairman Haney and Dr. Martel for being proactive regarding Covid-19. Discussion by Chairman Haney and Dr. Martel.

NEW BUSINESS

24. Chairman Haney read in for the first reading of the Appointments listed below. Board Member Tassoni made a motion to suspend the rules to approve the Appointments as listed below, seconded by Board Member Nabors. Motion to suspend was approved by a unanimous vote of all members present. Board Member Tassoni made a motion to approve the Reappointments, seconded by Gerl. Motion was approved by a unanimous vote of all members present. (Board Member Kelley and Wescott were absent.)

Appointment(s):

- A. Rock River Water Reclamation District Board
 - 1. Benjamin Bernsten (Reappointment)
 Rockford, Illinois
 April 2020 April 2023
 - 2. Rick Pollack (Reappointment)
 Rockford, Illinois
 April 2020 April 2023

Board Member McDonald spoke of his concerns regarding host fees.

Board Member Tassoni announced he will pledge to United Way.

Board Member Redd inquired about dogs roaming around. Discussion by Chairman Haney and Board Member Fellars.

Board Member Fiduccia spoke of Animal Services.

25. Chairman Haney entertained a motion to adjourn. County Board Member Fellars moved to adjourn the meeting, seconded by Board Member Gerl. Motion was approved by a voice vote. (Board Member Kelley and Wescott were absent.) The meeting was adjourned at 6:53 p.m.

Respectfully submitted,

Lori Gummow County Clerk

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REGULAR ADJOURNED MEETING WINNEBAGO COUNTY BOARD APRIL 9, 2020

- 1. Chairman Haney Called to Order the Regular Adjourned Meeting of the Winnebago County Board for Thursday, April 9, 2020 at 6:34 p.m.
- 2. Chairman Haney announced the following Agenda Changes: No Changes
- 3. Roll Call: 17 Present. 2 Absent. (Board Members Arena, Bilich, Booker, Butitta, Crosby, Fellars, Fiduccia, Gerl, Goral, Hoffman, Kelley, McDonald, Nabors, Redd, Salgado, Schultz and Tassoni were present.) (Board Members Webster and Wescott were absent.)

<u>AWARDS, PROCLAMATIONS, PRESENTATIONS, PUBLIC HEARINGS, and PUBLIC PARTICIPATION</u>

4. Awards - None

Proclamations - None

Presentations - None

PUBLIC COMMENT

5. None.

BOARD MEMBER CORRESPONDENCE

6. Board Member McDonald spoke of the closing of an essential business in Winnebago County. Discussion by Chairman Haney, State's Attorney Hite-Ross, Deputy State's Attorney Kurlinkus, and Board Member McDonald.

CHAIRMAN'S REPORT

7. Chairman Haney advised the Board to go to credible sources regarding the COVID-19 Pandemic. Discussion by Board Member Arena.

ANNOUNCEMENTS & COMMUNICATION

8. County Clerk Gummow submitted the Items Listed Below as Correspondence which were "Placed on File" by Chairman Haney:

- A. County Clerk Gummow received from the United States Nuclear Regulatory Commission the following:
 - a. Byron Station Security Baseline Inspection Report 05000454/2020401 and 05000455/2020401
 - b. Federal Register / Vol. 85, No. 57 / Tuesday, March 24, 2020 / Notices
 - c. Acceptance Review for Braidwood, Byron and Ginna Application to Adopt TSTF-567
- B. County Clerk Gummow received from Charter Communications the 2019 Cable and Video Providers Annual Complaint Report for the following:
 - a. Township of Harlem
 - b. County of Winnebago
 - c. Township of Rockton
 - d. Township of Roscoe
- C. County Clerk Gummow received from Charter Communications a letter regarding the Quarterly Franchise Fee Payment for the Village of Rockton.
- D. County Clerk Gummow received from Nancy L. McPherson, Winnebago County Recorder the Monthly Report for March, 2020.

CONSENT AGENDA

9. Chairman Haney entertained a motion to approve the Consent Agenda for April 9, 2020 (Raffle Report and County Board Minutes of March 12, 2020 and to layover the County Board Minutes of March 19, 2020). Board Member Bilich moved for the approval of the Consent Agenda, seconded by Board Member Crosby. The motion was approved by a unanimous vote of all members present. (Board Members Webster and Wescott were absent.)

COUNTY ADMINISTRATOR'S REPORT

10. Interim County Administrator Chapman recognized department heads and employees for providing services.

DEPARTMENT HEAD UPDATES

11. None.

REPORTS FROM STANDING COMMITTEES

FINANCE COMMITTEE

- 12. Board Member Salgado read in for the first reading of an Ordinance Imposing a Special Retailers' Occupation Tax for Mental Health Pursuant to the Authority Granted in Chapter 55 Act 5-1006.5 of the Illinois Compiled Statutes to be Laid Over. Board Member Salgado made a motion to suspend the rules, seconded by Board Member Crosby. Discussion by Interim County Administrator Chapman. Motion was approved by a unanimous vote of all members present. (Board Members Webster and Wescott were absent.) Board Member Salgado made a motion to approve the Ordinance, seconded by Board Member Gerl. Motion was approved by a unanimous vote of all members present. (Board Members Webster and Wescott were absent.)
- 13. Board Member Salgado made a motion to approve a Resolution Authorizing Execution of an Addendum to Interlocal Agreement between the City of Rockford, IL and County of Winnebago, IL for the 2017, 2018 and 2019 and Edward Bryne Memorial Justice Grant (JAG) Program Award, seconded by Board Member McDonald. Discussion by Interim County Administrator Chapman. Motion was approved by a unanimous vote of all members present. (Board Member Webster and Wescott were absent.)
- 14. Board Member Salgado made a motion to approve a Resolution Extending the Deadline for Filing Applications for the Senior Citizens Assessment Freeze Homestead Exemption, seconded by Board Member Gerl. Discussion by Chairman Haney, Supervisor of Assessments Hodges, and Board Members Goral, McDonald, and Hoffman. Motion was approved by a unanimous vote of all members present. (Board Members Webster and Wescott were absent.)
- Board Member Salgado made a motion to approve a Resolution Authorizing County Administrator to Enter Agreements for Providing PPE's to Designated Health Care Providers Within the County, seconded by Board Member Gerl. Board Member Crosby made a motion to amend the Resolution from Administrator to Chairman, seconded by Board Member Booker. Discussion by Chairman Haney, Interim County Administrator Chapman, and Board Members Arena, Crosby, Hoffman, Booker, and McDonald. Motion to amend the Resolution was approved by a roll call vote of 17 yes and 0 no votes. (Board Members Webster and Wescott were absent.) Motion to approve the amended Resolution was approved by a unanimous vote of all members present. (Board Members Webster and Wescott were absent.) Further discussion by Chairman Haney and Board Member Salgado.

Board Member Webster joined the meeting at 6:45 p.m.

ZONING COMMITTEE

- 16. Board Member Webster read in for the second time Z-02-20 A map amendment to rezone +/-1.31 acres from the AG, Agricultural Priority District to the CC, Community Commercial District for the property that is commonly known as 2053 N. Winnebago, IL 61088 in Winnebago Township, District 1 to be laid over.
- 17. Board Member Webster read in for the second time Z-03-20 A map amendment to rezone +/1.12 acres from the RR, Rural Residential District (a sub-district of the RA District) to the CN,
 Neighborhood Commercial District for the property that is commonly known as 6812 Harrison
 Avenue, Rockford, IL 61108 in Rockford Township, District 8 to be laid over.

18. Board Member Webster read in for the second time a Resolution Directing the Zoning Board of Appeals to Conduct a Public Hearing on Certain Unified Development Ordinance Amendment Regarding Permissible Uses in Select Residential District to be laid over.

OPERATIONS & ADMINISTRATIVE COMMITTEE

- 19. Board Member McDonald made a motion to approve a Resolution regarding Fire Alarm Notification Panel and Device Replacement Juvenile Detention Center, seconded by Board Member Hoffman. Motion was approved by a unanimous vote of all members present. (Board Member Wescott was absent.)
- 20. Board Member McDonald made a motion to approve a Resolution to Temporarily Authorize the Outdoor Sale and Delivery of Alcoholic Liquor, seconded by Board Member Fellars. Discussion by Chairman Haney and Board Member McDonald. Motion was approved by a unanimous vote of all members present. (Board Member Wescott was absent.)

PERSONNEL AND POLICIES COMMITTEE

- 21. Board Member Fiduccia made a motion to approve a Resolution Authorizing the Execution of an Agreement with Reliance Standard to Provide Term Life Insurance and Accidental Death and Dismemberment (AD & D) Insurance, seconded by Board Member Webster. Motion was approved by a unanimous vote of all members. (Board Member Wescott was absent.)
- 22. Board Member Fiduccia made a motion to approve a Resolution Authorizing the Execution of an Agreement with Reliance Standard, seconded by Board Member Webster. Motion was approved by a unanimous vote of all members present. (Board Member Wescott was absent.)
- 23. Board Member Fiduccia made a motion to approve a Resolution Amending the Coronavirus Response Policy, seconded by Board Member Bilich. Discussion by Interim County Administrator Chapman. Motion was approved by a unanimous vote of all members present. (Board Member Wescott was absent.)

ECONOMIC DEVELOPMENT

24. Board Member Bilich spoke of an upcoming meeting to pass a Resolution regarding small business in our area. Discussion by Chairman Haney.

PUBLIC WORKS

25. Board Member Tassoni announced the next scheduled Public Works meeting will be Tuesday the April 15th at 5:30 p.m.

PUBLIC SAFETY

26. Board Member Booker reported the current jail population is down 550 and gave a brief update regarding sanitation in the jail. Discussion by Chairman Haney, State's Attorney Hite-Ross, and Board Members Webster, McDonald, and Nabors.

UNFINISHED BUSINESS

27. Board Member Tassoni announced the Public Works meeting will be Tuesday April 15th at 5:00 p.m.

NEW BUSINESS

- 28. None.
- 29. Chairman Haney entertained a motion to adjourn. County Board Member Crosby moved to adjourn the meeting, seconded by Board Member Fiduccia. Motion was approved by a voice vote. (Board Member Wescott was absent.) The meeting was adjourned at 7:39 p.m.

Respectfully submitted,

Lori Gummow

County Clerk

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SPECIAL MEETING OF THE WINNEBAGO COUNTY BOARD APRIL 14, 2020

- 1. Chairman Haney Called to Order the Regular Adjourned Meeting of the Winnebago County Board for Thursday, April 14, 2020 at 6:00 p.m.
- 2. Chairman Haney announced the following Agenda Changes: No Changes
- 3. Roll Call: 16 Present. 3 Absent. (Board Members Arena, Bilich, Booker, Butitta, Crosby, Gerl, Goral, Hoffman, Kelley, McDonald, Redd, Salgado, Schultz, Tassoni, Webster, and Wescott were present) (Board Members Fellars, Fiduccia, and Nabors were absent.)

<u>AWARDS, PROCLAMATIONS, PRESENTATIONS, PUBLIC HEARINGS, and PUBLIC PARTICIPATION</u>

4. Awards - None

Proclamations - None

Presentations - None

PUBLIC COMMENT

5. None.

BOARD MEMBER CORRESPONDENCE

6. Board Member Butitta announced the annual Great American Cleanup sponsored by Keep Northern Illinois Beautiful will be rescheduled this year to June 20th.

Board Member McDonald asked for a moment of silence to recognize Alderman John Beck who passed away.

CHAIRMAN'S REPORT

7. Chairman Haney spoke of applicants for the vacant Board Member District 4 seat. Chairman Haney announced interviews will be online in an effort to include Board Members and the public. Discussion by Chairman Haney and Board Members Arena, McDonald, Hoffman, Webster, Goral, Redd, and Tassoni.

Board Member Wescott departed at 6:20 p.m.

REPORTS FROM STANDING COMMITTEES

ECONOMIC DEVELOPMENT COMMITTEE

8. Board Member Blich made a motion to approve a Resolution Granting Authority to the Winnebago County Board Chairman to Execute the Documents Necessary to Complete a Loan for \$250,000 from the Host Fess to Northern Illinois Community Development Corporation (NICDC) to Establish the COVID-19 Emergency Fund Program, seconded by Board Member Kelley. Discussion by Chairman Haney, Executive Director of Rockford Local Development Corp. John Phelps, Interim County Administrator Chapman and Board Members Goral, Bilich, Arena, McDonald, Webster, Schultz, Salgado, Tassoni, and Kelley. Board Member Webster made a motion to call the question, seconded by Board Member Crosby. Motion to call the question was approved by unanimous vote of all members present. (Board Members Fellars, Fiduccia, and Nabors were absent.)

Motion to approve the Resolution was approved by a roll call vote of 10 yes and 6 no votes. (Board Members Arena, Salgado, Schultz, Tassoni, Webster, and Wescott voted no.) (Board Members Fellars, Fiduccia, and Nabors were absent.)

Board Member Wescott departed after vote.

UNFINISHED BUSINESS

9. Board Member Tassoni requested an update regarding finances.

NEW BUSINESS

- 10. None.
- 11. Chairman Haney entertained a motion to adjourn. County Board Member Gerl moved to adjourn the meeting, seconded by Board Member Salgado. Motion was approved by a voice vote. (Board Members Fellars, Fiduccia, Nabors, and Wescott were absent.) The meeting was adjourned at 7:07 p.m.

Respectfully submitted,

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Lori Gummow

County Clerk

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REGULAR ADJOURNED MEETING WINNEBAGO COUNTY BOARD APRIL 23, 2020

- 1. Chairman Haney Called to Order the Regular Adjourned Meeting of the Winnebago County Board for Thursday, April 23, 2020 at 6:04 p.m.
- 2. Chairman Haney announced the following Agenda Changes: No Changes
- 3. Roll Call: 17 Present. 2 Absent. (Board Members Arena, Booker, Butitta, Crosby, Fellars, Fiduccia, Gerl, Goral, Hoffman, Kelley, McDonald, Nabors, Redd, Salgado, Schultz and Tassoni, and Webster were present.) (Board Members Bilich and Wescott were absent.)
- 4. County Board Member Salgado gave the invocation and led the Pledge of Allegiance.

Board Member Bilich entered the meeting at 6:15 p.m.

<u>AWARDS, PROCLAMATIONS, PRESENTATIONS, PUBLIC HEARINGS, and PUBLIC PARTICIPATION</u>

5. Awards - None

Proclamations - None

<u>Presentations</u> - COVID-19 Updates by the following Individuals:

- Chairman Haney
- Chief Bergsten of the Rockford Fire Department
- Winnebago County Coroner, Bill Hintz
- Dr. Sandra Martell, Winnebago County Health Department
- Purchasing Director, Ann Johns

Discussion by Dr. Martel, Chief Deputy Rick Ciganek, Purchasing Director Johns, Interim County Administrator Chapman, and Board Members, Gerl, Arena, Redd, McDonald, Fellars, Kelley, Schultz, and Crosby.

PUBLIC COMMENT

6. None.

BOARD MEMBER CORRESPONDENCE

7. Board Member Booker spoke of the decisions made by the Illinois Governor regarding public safety.

CHAIRMAN'S REPORT

8. Chairman Haney advised the Board to go to credible sources regarding the COVID-19 Pandemic. Discussion by Board Member Arena.

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 received from the United States Nuclear Regulatory Commission the following:
 - a. Application and Amendments to Facility Operating Licenses and Combined Licenses Involving No Specific Hazards Considerations.
 - b. Pre-Application Meeting with Exelon Generation Company, LLC (Exelon) Regarding Deferral of Owner's Activity Report Submittal.
 - B. County Clerk Gummow received from Theresa Grennan, Chief Deputy Winnebago County Treasurer the Investment Report for April 2020.

County Clerk Gummow gave an update of the official Election results.

CONSENT AGENDA

10. Chairman Haney entertained a motion to approve the Consent Agenda for April 23, 2020 (Raffle Report, Bills, and County Board Minutes of March 19, 2020) Board Member Bilich moved for the approval of the Consent Agenda, seconded by Board Member Crosby. The motion was approved by a unanimous vote of all members present. (Board Member Wescott was absent.)

COUNTY ADMINISTRATOR'S REPORT

11. None.

DEPARTMENT HEAD UPDATES

12. None.

REPORTS FROM STANDING COMMITTEES

FINANCE COMMITTEE

13. Board Member Salgado read in for the first reading of a Budget Allocation Amendment 2020-018 Star Com Cost to be Laid Over. Board Member Salgado made a motion to suspend the rules, seconded by Board Member Crosby. Motion was approve by a unanimous vote of all members present. (Board Member Wescott was absent.) Board Member Salgado made a motion to approve Budget Amendment 2020-018, seconded by Board Member McDonald. Motion was approved by a unanimous vote of all members present. (Board Member Wescott was absent.) Discussion by Board Member Salgado.

ZONING COMMITTEE

- 14. Board Member Webster read in for the third time Z-02-20 A map amendment to rezone +/- 1.31 acres from the AG, Agricultural Priority District to the CC, Community Commercial District for the property that is commonly known as 2053 N. Winnebago, IL 61088 in Winnebago Township, District 1 to be laid over.
- 15. Board Member Webster read in for the third time Z-03-20 A map amendment to rezone +/- 1.12 acres from the RR, Rural Residential District (a sub-district of the RA District) to the CN, Neighborhood Commercial District for the property that is commonly known as 6812 Harrison Avenue, Rockford, IL 61108 in Rockford Township, District 8 to be laid over.
- 16. Board Member Webster read in for the third time a Resolution Directing the Zoning Board of Appeals to Conduct a Public Hearing on Certain Unified Development Ordinance Amendment Regarding Permissible Uses in Select Residential District to be laid over.

ECONOMIC DEVELOPMENT

17. No Report.

OPERATIONS & ADMINISTRATIVE COMMITTEE

18. Board Member McDonald made a motion to approve a Resolution Awarding Landscaping and Grounds Maintenance Services, seconded by Board Member Crosby. Motion was approved by a unanimous vote of all members present. (Board Member Wescott was absent.) Discussion by Board Member McDonald.

PUBLIC WORKS

- 19. Board Member Tassoni made a motion to approve agenda items 2. and 3. as listed below, seconded by Board Member Kelley. Discussion by Chairman Haney, County Engineer Molina and Board Members McDonald and Tassoni. Motion was approved by a voice vote. (Board Member McDonald voted no. (Board Member Wescott was absent.)
 - 2. (20-010) Resolution Authorizing the Execution of an Intergovernmental Agreement between the County of Winnebago and the Village of Roscoe for the purpose of Completing a Traffic/Intersection Design Study for the Intersection of Rockton (CH 9) and Willow Brook Roads (Section 20-00672-00-ES.)

- 3. (20-011) Resolution Authorizing the Execution of a Preliminary Engineering Services Agreement with Fehr Graham and the Appropriation of MFT Funds for the Purpose of Completing a Traffic/Intersection Design Study for the Intersection of Rockton (CH 9) and Willow Brook Roads (Section 20-00672-00-ES.)
- 20. Board Member Tassoni made a motion to approve (20-014) Resolution Authorizing the Award of Bid for Culvert Replacement on Montague and Kishwaukee Roads (Section 20-00000-01-GM), seconded by Board Member Kelley. Discussion by Board Member Tassoni. Motion was approve by a voice vote. (Board Member McDonald voted no.) (Board Member Wescott was absent.)
- 21. Board Member Tassoni made a motion to approve (20-015) Resolution Authorizing the Execution of a Preliminary Engineering Services Agreement with Willett Hofmann & Associates, Inc. and the Appropriation of MFT Funds for the Purpose of Completing Contract Plans for Culvert Repair on East Riverside Blvd. (CH 55) (Section 20-00673-00-BR), seconded by Board Member Webster. Discussion by Board Member Tassoni. Motion was approved by a unanimous vote of all members present. (Board Member Wescott was absent.)
- 22. Board Member Tassoni made a motion to approve (20-016) Resolution Authorizing the Award of Bid for the 2020 Township Seal Coating Program, seconded by Board Member Crosby. Discussion by Board Member Tassoni. Motion was approved by a unanimous vote of all members present. (Board Member Wescott was absent.)
- 23. Board Member Tassoni made a motion to approve (20-017) Resolution Rejecting Bids for Perryville Road Patching from Daimler Road to South of Harrison Avenue (Section 20-00000-04-GM), seconded by Board Member Gerl. Discussion by Board Member Tassoni. Deputy State's Attorney Kurlinkus clarified that all bids should be rejected. Motion to reject all bids was approved by a unanimous vote of all members present. (Board Member Wescott was absent.)
- 24. Board Member Tassoni made a motion to approve (20-018) Resolution Authorizing the Award of a Bid for Baxter Road Widening and Resurfacing I-90 to East of Mulford and Mulford Road Widening and Resurfacing Baxter Road to Winnebago County Line (Section 14-00563-00-WR), seconded by Board Member Gerl. Discussion by Board Member Tassoni. Discussion by County Engineer Molina and Board Members Fellars, Tassoni, Goral, and Gerl. Motion was approved by unanimous vote of all members present. (Board Member Wescott was absent.)
- 25. Board Member Tassoni made a motion to approve agenda items 4. and 5. as listed below, seconded by Board Member Webster. Discussion by County Engineer Molina, Interim County Administrator Chapman, and Board Members Tassoni, McDonald, and Schultz. Motion was approved by a unanimous vote of all members present. (Board Member Wescott was absent.)
 - 4. (20-012) Resolution Authorizing the Award of Bid for the 2020 County General letting.
 - 5. (20-013) Resolution Authorizing the Appropriation of MFT Funds for the Maintenance of County Highways.

PUBLIC SAFETY

- 26. Board Member Salgado made a motion to approve a Resolution Approving Subcontractor Agreement for the Department of Justice Violence Against Women FY 20 Improving Criminal Justice Responses to Domestic Violence, Dating Violence and Stalking Program, seconded by Board Member Fellars. Motion was approved by a unanimous vote of all members present. (Board Member Wescott was absent.)
- 27. Board Member Goral made a motion to approve a Resolution Approving Subcontractors Agreement for County of Winnebago Problem Solving Courts, seconded by Board Member Salgado. Motion was approved by a unanimous vote of all members present. (Board Member Wescott was absent.)
- 28. Board Member Goral made a motion to approve a Resolution Renewing the Annual Maintenance Agreement for X-Ray Scanners, seconded by Board Member Arena. Motion was approved by a unanimous vote of all members present. (Board Member Wescott was absent.)
- 29. Board Member Fellars made a motion to approve a Resolution Extending Proclamation Declaring the County of Winnebago, Illinois, a Disaster Area for Coronavirus Response (2nd Extension), seconded by Board Member Crosby. Discussion by Chairman Haney, Deputy State's Attorney Kurlinkus, and Board Member Arena. Motion was approved by a unanimous vote of all members present. (Board Member Wescott was absent.)
- 30. Board Member McDonald made a motion to approve a Resolution Extending Intergovernmental Cooperation Agreement for Police Services with the Village of Machesney Park to May 31, 2020, seconded by Board Member Bilich. Discussion by Chief Deputy Ciganek, Deputy State's Attorney Kurlinkus, and Board Member Schultz. Motion was approved by a unanimous vote of all members present. (Board Member Wescott was absent.)

PERSONNEL AND POLICIES COMMITTEE

31. No Report.

UNFINISHED BUSINESS

32. Board Member Arena reported that the search for County Administrator is in progress.

NEW BUSINESS

- 33. Chairman Haney spoke of the candidates and interviews for the County Board District #4 Appointment and the next steps to appoint a candidate. The process will be extended. Discussion by Chairman Haney and Board Members Crosby, Webster, Schultz, Arena, McDonald, Goral, and Hoffman.
- 34. Board Member Salgado entertained a motion to adjourn the meeting, seconded by Board Member Fellars. Motion was approved by a voice vote. (Board Member McDonald voted no.) (Board Member Wescott was absent.) The meeting was adjourned at 8:35 p.m.

Respectfully submitted,

Lou Dunmas

Lori Gummow County Clerk

ar

ADMINISTRATOR'S REPORT

DEPARTMENT HEAD UPDATES

UNFINISHED BUSINESS



Executive Summary

Date: May 12, 2020

From: County Board Chairman Frank Haney

Topic: **Board Appointment**

State of Illinois Public Act 099-0634 requires disclosure of appointments to local public entities.

County Code Chapter 2, Article II, Division 4, Section 2-88 states, "The chairman shall make all appointments to commissions, boards, authorities, or special districts with the advice and consent of the county *board*, or as otherwise provided by law."

Recommendation: County Board Chairman Frank Haney recommends the following person(s) to serve as County appointees.

Mike Schablaske of Rockford, Illinois, to serve a 5-year term on the Harlem Cemetery Association Board.

| About the Chicago Rockford International Airport Board | | |
|--|---|--|
| Location: | 2 Airport Circle, Rockford, IL 61109 | |
| Service Description: | Provides passenger service, cargo facilities, general aviation services with lease of property for commercial and industrial facilities | |
| Board Composition: | Seven Members 2 appointed by the Winnebago County Board Chairman with the advice and consent of the County Board | |
| Origin of Entity: | Airport Authorities Act passed in 1946 | |
| Property Tax/Funding: | Funded through property taxes, charges for services, replacement tax and lease income | |
| Consolidation/ Dissolution Plan: | If applicable | |
| Compensation: | None | |

Mike Schablaske 1354 Brown Hills Road Rockford, IL 61107 (815) 978-1151

Key skills

Partner alignment
Strategic planning and reporting
Financial and tax planning

Work Experience

September 2018 to present – Self-employed Providing financial and strategic planning for private businesses and individuals, support investor and lender relationship management.

June, 2013 to June, 2018 – Executive Director, Transform Rockford Led a regional movement to drive improvement through partner alignment, strategic planning and use of organizational best practices in a community setting.

September, 2007 to December, 2012 – Corporate Finance Director, Woodward Responsible for tax, treasury and investor relations functions. Led and supported several acquisition efforts, supported company-wide planning, reporting.

December, 2006 to September, 2007 – Tax Director, Solo Cup Company Responsible for corporate tax function, resolved financial and tax audit issues, established reporting to keep new ownership aware of key issues.

January, 2005 to December, 2006 – Tax Director, Woodward Responsible for corporate tax function, established relationships with operations to enable several impactful tax planning projects.

September, 2001 to January, 2005 – Tax Planning Director, IMC Global (now The Mosaic Company)

Led multi-function teams responsible for planning and executing several projects with significant tax impacts.

Mike Schablaske 1354 Brown Hills Road Rockford, IL 61107 (815) 978-1151

December, 1999 to September, 2001 – Manager/Sr. Tax Manager, RSM Provided tax compliance, tax planning and supported financial and tax audits of corporate and individual clients. Established significant client savings projects.

March, 1991 to July, 1999 – Senior Tax Analyst/Tax Supervisor/Corporate Accounting Manager, Sundstrand Corporation (now Collins Aerospace)
Provided tax compliance, audit defense and tax planning for industrial and aerospace businesses. Added responsibility for corporate division accounting, stock benefit management, shareholder services.

March, 1989 to March, 1991 – Tax Analyst, The Marmon Group Provided corporate income tax compliance and supported tax planning for a variety of industrial businesses.

July, 1985 to March, 1989 – Tax Intern/Tax Accountant, Sundstrand Corporation (now Collins Aerospace)

Prepared corporate income tax returns and supported various corporate accounting functions.

Education

Masters in Taxation – DePaul University (2005)
Bachelor of Science, Accounting Major – Rockford University (1987)
Pecatonica High School Graduate (1983)

Other Current Community Board Involvement

Woodward Charitable Trust
Rockford University
Northern Illinois Center for Non-Profit Excellence

FINANCE COMMITTEE

#

ORDINANCE TO MODIFY 2019 PROPERTY TAX YEAR LATE TAX PENALTIES

WHEREAS, on March 13, 2020, the President of the United States declared the COVID19 pandemic warranted an emergency declaration for all states pursuant to section 501(b) of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 U.S.C 5121-5207; and

WHEREAS, on March 26, 2020, the President of the United States approved a Major Disaster Declaration for Illinois; and

WHEREAS, on March 9, 2020, the Governor of Illinois declared all counties in the State of Illinois as a disaster area; and

WHEREAS, Winnebago County Board Chairman Frank Haney declared a state of emergency in Winnebago County pursuant to Section 11 of the Illinois Emergency Management Agency Act (20 ILCS 3305/11) on March ____, 2020, and

WHEREAS, the Illinois Emergency Management Agency Act requires that any extension or continuance of such a declaration, in excess of seven (7) days must be done by, or with the consent of, the governing board of the unit of local government; and

WHEREAS, the Winnebago County Board is the governing board of the County of Winnebago; And

| WHEREAS, on | , 2020, the Winnebago County Board authorized the extension of |
|------------------------|--|
| the state of emergency | within the County of Winnebago, that remains in effect until , |
| 2020; | |
| and | |

WHEREAS, the Winnebago County Board finds that it is appropriate and necessary for the County of Winnebago to immediately take measures to protect the financial wellbeing of the residents of the County in response to the COVID-19 disaster declarations; and

WHEREAS, 35 ILCS 200/21-40(c)(1) allows the County Boards of counties that have been designated a disaster area by the President of the United States or the Governor of the State of Illinois, to adopt an ordinance modifying the provisions of the Illinois Property Tax Code relating to the 2019 property tax installment payments for property owners of property that has been adversely affected by the declared disaster;

WHEREAS, the Winnebago County Board finds that the property belonging to owners who have suffered revenue losses as a result of the COVID-19 disaster has been adversely affected by the COVID-19 disaster.

NOW, THEREFORE BE IT ORDAINED, in order to preserve the financial wellbeing of the residents of Winnebago County, the Winnebago County Board specifically modifies the 2019 property tax year late tax penalties as set forth as follows:

Section 1: For property owners who have not escrowed property tax payments, and who file before June 12, 2020, an application that satisfies the criteria as set forth in Section 2 of this Ordinance, no interest penalties for any late payment of the June 19, 2020 property tax installment will accrue until after October 15, 2020, and payments made on or before October 15, 2020 will be considered as having been paid timely. With respect to any payment of the June 19, 2020 installment of real estate taxes made after October 15, 2020, the statutory interest penalties shall be incurred, retroactive to June 19, 2020. The second installment of property taxes remains due September 4, 2020, as set by the Winnebago County Treasurer, and any late payments of that installment will incur the usual statutory penalties.

Section 2: In order to receive the relief set forth in Section 1, owners of real property located in Winnebago County must make application to the County Clerk, stating facts which support that they have been adversely affected financially by the COVID-19 disaster. Such application must include documentation of the facts and an affirmation, under penalty of perjury, that the information contained therein is truthful and correct to the best of the applicant's knowledge. Upon receipt of the application by the County Clerk, the County Clerk shall forward the applications to the County Auditor, who will make a determination as to the eligibility for relief under this Ordinance. The determination of whether a property has been adversely affected will be based on the following:

- A. The applicant must be an individual or entity which is a current owner of the property in order to apply for relief pursuant to this ordinance, and,
- B. The applicant must demonstrate a financial hardship due to the effects of the COVID-19 pandemic that has affected his/her ability to timely pay the property tax installment on the June 19, 2020 date, due to the following:
 - 1) The applicant's source of income was from a business that was not identified as an essential business under Governor's order, or was from an essential business that was financially disadvantaged by the COVID-19 disaster; and
 - 2) The applicant was denied unemployment benefits, or was denied relief available through the Coronavirus Aid Relief and Economic Security Act ("CARES").
- C. The applicant must provide documentation that establishes the source(s) of the lost income, along with the application and denial of either unemployment benefits, or relief available through the Coronavirus Aid Relief and Economic Security Act ("CARES").
- D. If upon receipt of the application, the County Auditor determines that each of the above criteria have been met, the property owner will be eligible for the relief stated in Section 1 of this ordinance, upon timely payment to the Winnebago County Collector of the sum of 25% of the amount due in the June 19, 2020 installment. Upon such determination of eligibility, the County Auditor shall notify the County Collector of the parcel number and the name of the owner of the property approved for relief. Upon a determination of either eligibility or ineligibility, the County Auditor shall notify the property owner of such determination.

| E. The determination of eligibility or ineligibility by the County Auditor shall be a final administrative decision. |
|--|
| Enacted and approved this day of, 2020 at Rockford, Illinois. |
| FRANK HANEY, CHAIRMAN WINNEBAGO COUNTY BOARD |
| Attest: |
| LORI GUMMOW, COUNTY CLERK |
| |

#2

ORDINANCE TO MODIFY 2019 PROPERTY TAX YEAR LATE TAX PENALTIES

WHEREAS, on March 13, 2020, the President of the United States declared the COVID19 pandemic warranted an emergency declaration for all states pursuant to section 501(b) of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 U.S.C 5121-5207; and

WHEREAS, on March 26, 2020, the President of the United States approved a Major Disaster Declaration for Illinois; and

WHEREAS, on March 9, 2020, the Governor of Illinois declared all counties in the State of Illinois as a disaster area; and

WHEREAS, Winnebago County Board Chairman Frank Haney declared a state of emergency in Winnebago County pursuant to Section 11 of the Illinois Emergency Management Agency Act (20 ILCS 3305/11) on March ___, 2020, and

WHEREAS, the Illinois Emergency Management Agency Act requires that any extension or continuance of such a declaration, in excess of seven (7) days must be done by, or with the consent of, the governing board of the unit of local government; and

WHEREAS, the Winnebago County Board is the governing board of the County of Winnebago; And

| WHEREAS, on | , 2020, the Winnebago County Board authorized the extension of | f |
|------------------------|--|---|
| the state of emergency | within the County of Winnebago, that remains in effect until, | |
| 2020; | | |
| and | | |

WHEREAS, the Winnebago County Board finds that it is appropriate and necessary for the County of Winnebago to immediately take measures to protect the financial wellbeing of the residents of the County in response to the COVID-19 disaster declarations; and

WHEREAS, 35 ILCS 200/21-40(c)(1) allows the County Boards of counties that have been designated a disaster area by the President of the United States or the Governor of the State of Illinois, to adopt an ordinance modifying the provisions of the Illinois Property Tax Code relating to the 2019 property tax installment payments for property owners of property that has been adversely affected by the declared disaster;

WHEREAS, the Winnebago County Board finds that the property belonging to owners who have suffered revenue losses as a result of the COVID-19 disaster has been adversely affected by the COVID-19 disaster.

NOW, THEREFORE BE IT ORDAINED, in order to preserve the financial wellbeing of the residents of Winnebago County, the Winnebago County Board specifically modifies the 2019 property tax year late tax penalties as set forth as follows:

Section 1: For property owners who have not escrowed property tax payments, and who file before June 12, 2020, an application that satisfies the criteria as set forth in Section 2 of this Ordinance, no interest penalties for any late payment of the June 19, 2020 property tax installment will accrue until after October 15, 2020, and payments made on or before October 15, 2020 will be considered as having been paid timely. The second installment of property taxes remains due September 4, 2020, as set by the Winnebago County Treasurer, and any late payments of that installment will incur the usual statutory penalties.

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- A. The applicant must be an individual or entity which is a current owner of the property in order to apply for relief pursuant to this ordinance, and,
- B. The applicant must demonstrate a financial hardship due to the effects of the COVID-19 pandemic that has affected his/her ability to timely pay the property tax installment on the June 19, 2020 date, due to the following:
 - 1) The applicant's source of income was from a business that was not identified as an essential business under Governor's order; and
 - 2) The applicant was denied unemployment benefits, or was denied relief available through the Coronavirus Aid Relief and Economic Security Act ("CARES").
- C. The applicant must provide documentation that establishes the source(s) of the lost income, along with the application and denial of either unemployment benefits, or relief available through the Coronavirus Aid Relief and Economic Security Act ("CARES").
- D. If upon receipt of the application, the County Auditor determines that each of the above criteria have been met, the property owner will be eligible for the relief stated in Section 1 of this ordinance, upon timely payment to the Winnebago County Collector of the sum of 25% of the amount due in the June 19, 2020 installment. Upon such determination of eligibility, the County Auditor shall notify the County Collector of the parcel number and the name of the owner of the property approved for relief. Upon a determination of either eligibility or ineligibility, the County Auditor shall notify the property owner of such determination.
- E. The determination of eligibility or ineligibility by the County Auditor shall be a final administrative decision.

| Enacted and approved this day of, 20. | 20 at Rockford, Illinois. |
|---------------------------------------|---------------------------|
| FRANK HANEY, CHAIRMAN | |
| WINNEBAGO COUNTY BOARD | |
| Attest: | |
| LORI GUMMOW, COUNTY CLERK | |

APPLICATIONS MUST BE RECEIVED BY JUNE 12, 2020

APPLICATION TO WAIVE THE PENALTIES FOR LATE PAYMENT OF 1ST INSTALLMENT OF 2019 PROPERTY TAXES DUE JUNE 19, 2020

Applicant: Please complete fully, attaching documentation stated in (a) and (b) below. Failure to fully complete application, or provide supporting documentation, will result in denial of application. This process is subject to modification by action of the Illinois General Assembly.

| application. This process is subject to modification by a | ction of the Illinois General Assembly. |
|--|---|
| I, the undersigned, hereby make application for a waiver installment of the 2019 Winnebago County property tax | |
| I am an owner of the parcel number (PIN) below and have COVID-19 disaster for the following reasons: | ve been adversely affected by the |
| (a) My source of income was from a business that business under Governor's order, or was from an disadvantaged by the COVID-19 disaster and have | essential business that was financially |
| (Name of business: |) and |
| (b) I was denied unemployment benefits, or was a Coronavirus Aid Relief and Economic Security A documents verifying this. | |
| PARCEL NUMBER: | , 2020 |
| The undersigned declares under the penalty of perjury (720 ILCS 5/32-2) that the above statements are true and correct to the best of | (Name of owner) |
| his or her knowledge. | (Mailing address of owner) |
| (Signature of owner) | (City, State, ZIP of owner) |
| Approved orDenied | |
| By Winnebago County Auditor(Signature of Auditor | litor) (Date) |
| This Application and accompanying documentation may be mailed to | to: |
| Winnebago County Clerk, 404 Elm Street, Suite 101, Rockford, IL 6 | 61101 |

ZONING COMITTEE

ECONOMIC DEVELOPMENT COMMITTEE

OPERATIONS & ADMINISTRATIVE COMMITTEE

PUBLIC WORKS COMMITTEE

County Board: 05/28/2020

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

20-CR-

Submitted by: Public Works Committee Sponsored by: Dave Tassoni

Resolution Authorizing the Award of Bid for the Second 2020 County General Letting

We, your Public Works Committee, report that bids were received on Monday April 13 and Monday, May 4, 2020 for materials to be used by the County Highway Department as shown on the attached bid tabulation. We recommend that the awards, upon approval from IDOT, be made to the responsible low bidders as follows:

Group AA & AAA-Polyethylene Pipe (PE):

Metal Culverts, Inc.

Group N-Traffic Control:

Decker Supply Company, Inc.

Group P-Post & Post Supplies:

Decker Supply Company, Inc.

Group Q-Sign Blanks & Complete Signs:

MD Solutions, Inc.

Group S -Rolled Goods:

MD Solutions, Inc.

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DISAGREE

| Dave Tassoni, Chairman | Dave Tassoni, Chairman |
|--|--|
| Davo Tussom, Chairman | 24.4 russom, enamen |
| Burt Gerl | Burt Gerl |
| David Kelley | David Kelley |
| Jim Webster | Jim Webster |
| The above and foregoing Resolution v Winnebago, Illinois this day of | was adopted by the County Board of the County 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 | |

| | | | M | METAL CUL | .VER | TS, INC. | DECKER | SUPPLY CO | MD SOL | UTIONS |
|--|-----------------|-------------------|------------------------|------------------------|-----------------------|-----------------------|----------------------------|---------------------------------|--|--|
| nnebago County Highway D | onartr | nont | | | | | | | | |
| General Letting | eparu | HEHL | | | | | | | | |
| General Letting | | | | PO B | | | | NEIL AVE | | TES PKWY |
| | | • | JEF | FERSON | CITY, | MO 65102 | MADISON | I, WI 53704 | PLAIN CITY | 7, CH 43064 |
| | | | Low Bid-Group AA & AAA | | | | roup N & P | Low Bid-Group Q & S | | |
| | 2020 Est. | _ | H | | _ | | MADIS | ON, WI | PLAIN C | іту, он |
| ltem | Qty | U of M | U | nit Price | | Total | Unit Price | Total | Unit Price | Total |
| ert Class D TY1 / 15"-10' | 10 | EACH | \$ | 87.50 | \$ | 875.00 | | | | |
| ert Class D TY1 / 18"-10' | 10 | EACH | \$ | 122.00 | \$ | 1,220.00 | | | | |
| ert Class D TY1 / 24"-10' | 6 | EACH | \$ | 198.50 | \$ | 1,191.00 | | | | |
| TOTAL GROUP AA | 7715.971 | | | | 100 | 3,286.00 | | | 2 | |
| ert Class D TY1 / 18"-30" | 2 | Each | \$ | 366.00 | \$ | 732.00 | | | | |
| ert Class D TY1 / 24"-30' ert Class D TY1 / 30"-30' | 2 | Each Each | \$ | 595.50 874.50 | \$ | 1,191.00 | | | 1 | |
| TOTAL GROUP AAA | Will his | Lucii | Ť | 074.50 | Ť | 3,672.00 | | | | |
| rricades | 30 | EACH | | | | | \$ 62.00 | \$ 1,860.00 | | |
| rricadeS | 10 | EACH | | | | | \$ 219.70 | \$ 2,197.00 | | |
| ly (no base) with 4" collar rubber tire ring for traffic barrels | 15 15 | EACH | | | | | \$ 54.90 \$ 7.00 | \$ 823.50 \$ 105.00 | | |
| ge Glo Cones w/6" & 4"Collar | 30 | EACH | | | | | \$ 19.10 | \$ 573.00 | | |
| Hit (yellow post) | 10 | EACH | | | | | \$ 31.20 | \$ 312.00 | | |
| Hit Soil Anchor | 20 | EACH | 6 | | | | \$ 6.35 | \$ 127.00 | | |
| TOTAL GROUP N espar (2"x2"x12") | 200 | EACH | - | TIDINE! | H | | \$ 26.50 | 5,997.50 \$ 5,300.00 | 32.08 | 6,416.00 |
| Post Green Full Punch (7') | 250 | EACH | | | | | \$ 6.25 | \$ 1,562.50 | 7.72 | 1,930.00 |
| nors (2-1/4"x2-1/4"x3") | 100 | EACH | | | | | \$ 10.45 | \$ 1,045.00 | 13,60 | 1,360.00 |
| nor w/ Groundhog Angled End (2-1/4"x2-1/4"x3") | 50 | EACH | | | | | \$ 14.85 | \$ 742.50 | 17.00 | 850.00 |
| Post Reflectors-White | 100 | EACH | | | | | \$ 1.25 \$ 10.45 | \$ 125.00 \$ 104.50 | 1,25 8.95 | 125,00 89,50 |
| ost Reflector-Yellow-HIP | 10 | EACH | | | | | \$ 10.45 | \$ 104.50 | 8.95 | 89.50 |
| mp Bracket/Snap Lock Assembly 9/16"wx40"l | 10 | EACH | | | | | \$ 6.85 | \$ 68.50 | 8,00 | 80.00 |
| TOTAL GROUP P | | | | | | | | 9,052.50 | | 10,940.00 |
| ks- 9" X 24"-Horizontal | 50 | EACH | | | | | \$ 5.70 \$ 6.00 | \$ 285.00 \$ 300.00 | 4.55 5.68 | 227.50 284.00 |
| ks- 9" X 30"-Horizontal ks- 9" X 36"-Horizontal | 50 | EACH | | | | | \$ 6.85 | \$ 342.50 | 6.82 | 341.00 |
| ks-12" X 12"-Diamond/1 post mt | 10 | EACH | | | | | \$ 3.75 | \$ 37.50 | 3.03 | 30.30 |
| ks-24" X 24"-Diamond/1 post mt | 15 | EACH | | | | | \$ 14.65 | \$ 219.75 | 12.12 | 181.80 |
| ks-36" X 36"-Diamond/1 post mt | 10 | EACH | | | _ | | \$ 32.98 \$ 18.45 | \$ 329.80 \$ 184.50 | 27.27 18.94 | 272.70 189.40 |
| ks-30" X 30"-Diamond ks-18"x18"-Square | 10 | EACH | | | | | \$ 6.85 | \$ 68.50 | 6.82 | 68.20 |
| ks-24" X 24"-Square | 15 | EACH | | | | | \$ 11.81 | \$ 177.15 | 12.12 | 181.80 |
| ks-36" X 36"-Square | 15 | EACH | | | | | \$ 26.58 | \$ 398.70 | 27.27 | 409.05 |
| ks-12" X 18"-Rectangle ks-18" X 24"-Rectangle | 10 50 | EACH EACH | _ | | | | \$ 4.80 | \$ 48.00 | 4.55 9.09 | 45.50 454.50 |
| ks-24" X 30"-Rectangle | 10 | EACH | | | | | \$ 15.20 | \$ 152.00 | 15.15 | 151.50 |
| cs-24" X 36"-Rectangle | 10 | EACH | | | | | \$ 19.05 | | 18.18 | 181.80 |
| ks-30" X 60"-Rectangle | 4 | EACH | | | | | | \$ 242.00 | 37.88 | 151.52 |
| ks-32" X 42"-Rectangle/1 post mt ks-36" X 48"-Rectangle/1 post mt | 10 | EACH EACH | | | | | \$ 48.95 \$ 66.60 | \$ 489.50 \$ 266.40 | 28.28 36.36 | 282.80 145.44 |
| peed Limit-No Speeds | 20 | EACH | | | | | \$ 23.50 | | 28.90 | 578.00 |
| Sign | 25 | EACH | | | | | \$ 27.50 | \$ 687.50 | 36.11 | 902.75 |
| top Ahead-Diamond/1 post mt | 10 | EACH | _ | | _ | | \$ 35.90 | \$ 359.00 | 38.00 55.00 | 380.00 275.00 |
| toad Construction Ahead-Diamond/1 post mt | 5 | EACH EACH | | | - | | \$ 68.50 | \$ 342.50 \$ 342.50 | 55.00 | 275.00 |
| Nen Working Ahead-Diamond/1 post mt | 5 | EACH | | | | | \$ 68.50 | | 55.00 | 275.00 |
| 48" No Passing Zone Sign -Pennant | 10 | EACH | | | | | \$ 58.64 | \$ 586.40 | 55.00 | 550.00 |
| te Marker ers Ahead-Roll-Up w/Ribs | 10 | EACH EACH | | | | | \$ 22.80 \$ 110.75 | \$ 228.00 \$ 443.00 | 45.00 95.00 | 450.00 380.00 |
| TOTAL GROUP Q | 700000 | EACH | | | 4300 | 4, - | \$ 110-73 | 7,988.20 | 33.00 | 7,664.56 |
| s-Transfer Tape | 1 | EACH | | | | | \$ 76,80 | | 57.38 | 57.38 |
| ds-Transfer Tape | 1 | EACH | | | | | \$ 102.35 | \$ 102.35 | 76.50 | 76.50 |
| ds-Transfer Tape | 1 | EACH | | | | | \$ 153.55 | \$ 153.55 | 114.75 | 114.75 |
| ds-Transfer Tape ds Transfer Tape | 2 | EACH EACH | _ | | - | | \$ 204.70 \$ 255.90 | \$ 204.70 \$ 511.80 | 153.00 191.25 | 153.00 382.50 |
| ds Transfer Tape | 1 | EACH | | | | | \$ 307.05 | \$ 307.05 | 229.50 | 229.50 |
| O Sheeting-DG3 White | 2 | EACH | | | | | | \$ 2,691.20 | 1,125.00 | 2,250.00 |
| Sheeting-DG3 White | 2 | EACH | | | | | \$ 1,614.70 | | 1,350.00 | 2,700.00 |
| D Sheeting-DG3 Yellow D Sheeting-DG3 Yellow | 1 | EACH | | | - | | \$ 1,345 60 \$ 1,614 70 | | 1,125.00 | 1,125.00 1,350.00 |
| D Scheeting-DG3 Yellow D EC Film-Black-#1178 | 4 | EACH | | | | | _ | | 495.00 | 1,980.00 |
| | | | | | | | \$ 513.55 | \$ 513.55 \$ 513.55 | 495.00 495.00 | 495.00 495.00 |
| EC Film-Green-#117 | | | _ | | | | | | | |
| | ilm-Black-#1178 | ilm-Black-#1178 4 | ilm-Black-#1178 4 EACH | ilm-Black-#1178 4 EACH | lm-Black-#1178 4 EACH | lm-Black-#1178 4 EACH | lm-Black-#1178 4 EACH | lm-Black-#1178 4 EACH \$ 554.40 | Im-Black-#1178 4 EACH \$ 554.40 \$ 2,217.60 Im-Green-#117 1 EACH \$ 513.55 \$ 513.55 | ilm-Black-#1178 4 EACH \$ 554.40 \$ 2,217.60 495.00 ilm-Green-#117 1 EACH \$ 513.55 \$ 513.55 495.00 |

20-020

County Board: 05/28/2020

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

20-CR-XXX

Submitted By: Public Works Committee Sponsored By: Dave Tassoni

Resolution Awarding Quotes for Supplying Electricity for Traffic Signals and Highway Lighting

WHEREAS, quotes were received from an energy broker regarding supplying electricity for traffic signals and highway lighting; and,

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 bidding in accordance with this section except as otherwise provided in 2-357(c) (Request for Proposals), 2-357(d) (Professional Services), 2-357(e) (Sole-Source), 2-357(f) (Emergency Procurements), 2-357(g) (Cooperative Joint Purchasing) or as provided by state statute; and

WHEREAS, competitive quotes were received for one (1) year, two (2) year and three (3) year contracts for the following:

SUPPLYING ELECTRICITY FOR TRAFFIC SIGNALS SUPPLYING ELECTRICITY FOR HIGHWAY LIGHTING

WHEREAS, the Public Works Committee of the County Board for the County of Winnebago, Illinois has reviewed the quotes received for the aforementioned items and recommends awarding year contracts as follows:

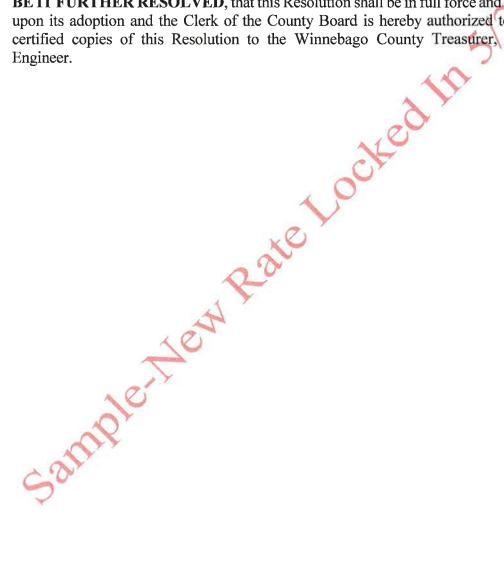
Traffic Signals/General Lighting AEP Energy 225 W. Wacker Drive, Suite 600 Chicago, IL 60606 Rate: 0.04052/kWh Highway Lighting/Street Lighting
AEP Energy
225 W. Wacker Drive, Suite 600
Chicago, IL 60606
Rate: 0.02501/kWh

WHEREAS, the Public Works Committee has determined that the funding for the aforementioned contracts shall be as follows:

46100 46320

NOW, THEREFORE, BE IT RESOLVED, by the County Board of the County of Winnebago, Illinois that contract agreements be executed with AEP Energy, 225 W. Wacker Drive, Suite 600, Chicago, IL 60606 and Constellation, 300 Exclon Way, Kennett Square, PA 19348; and

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



PWC VIRTUAL ZOOM MEETING

Respectfully submitted, PUBLIC WORKS COMMITTEE

| AGREE | DISAGREE |
|---|--|
| Dave Tassoni, Chairman | Dave Tassoni, Chairman |
| Burt Gerl | Burt Gerl |
| David Kelley | David Kelley |
| Jim Webster | Jim Webster |
| The above and foregoing Resolution w Winnebago, Illinois this day of _ | as adopted by the County Board of the County 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 | |





2047 S. IL Route 2 Oregon, IL 61061

Rock River Energy Services Company | OCKED after approved by

Aug 2020 Start

County Board.

May 19, 2020 Winnebago County **General Lighting accounts**

| Original Contracted Rate: | | | | | | |
|--------------------------------------|-------|------------------|-------|-------------|-------|-----------------|
| Original Contracted Rate: | | 0.04786 | Per | kWh | \$ | 19,609.01 |
| ComEd Rate: | | 0.06592 | Per | kWh | \$ | 27,008.48 |
| | | | | | | |
| Fixe | ed "A | LL INCLUSIVE" Co | ost C | Comparison: | | |
| Price includes Cost of Energy, Trans | | | | | | |
| Charges, Renewable Portfolio Sta | | | | | on Lo | osses. Does not |
| l l | nciuc | de ComEd delive | ery c | r raxes. | | |
| Estimated Term kWh Consumption | | 12 Months | | 24 Months | | 36 Months |
| Usage | | 409,716 | | 819,432 | | 1,229,148 |
| | | | | | | |
| Constellation | | | | | | |
| Alternative Supplier Rate: | 1 | 0.04483 | | 0.04383 | | 0.04319 |
| est. Annual Fixed Energy Cost: | \$ | 18,367.57 | \$ | 17,957.85 | \$ | 17,695.63 |
| Crius Energy | | | | | | |
| Alternative Supplier Rate: | | 0.05890 | | 0.0597 | | 0.05860 |
| est. Annual Fixed Energy Cost: | \$ | 24,132.27 | \$ | 24,460.05 | \$ | 24,009.36 |
| AEP Energy | | | | | | |
| Alternative Supplier Rate: | | 0.04119 | | 0.04126 | | 0.04052 |
| st. Annual Fixed Energy Cost: | \$ | 16,876.20 | \$ | 16,904.88 | \$ | 16,601.69 |
| Dynegy Energy | | | | | | |
| Alternative Supplier Rate: | | 0.04261 | | 0.04267 | | 0.04201 |
| st. Annual Fixed Energy Cost: | \$ | 17,458.00 | \$ | 17,482.58 | \$ | 17,212.17 |
| | | | | | | |
| MC2 | | | | | | 33 months |
| Alternative Supplier Rate: | | 0.04317 | | 0.04330 | | 0.04312 |
| Est. Annual Fixed Energy Cost: | \$ | 17,687.44 | \$ | 17,740.70 | \$ | 17,666.95 |
| Titan Energy | | | | | | |
| Alternative Supplier Rate: | | 0.05587 | | 0.05643 | | 0.05649 |
| st. Annual Fixed Energy Cost: | \$ | 22,890.83 | \$ | 23,120.27 | \$ | 23,144.86 |
| Santanna | | | | | | |

Our Agent fee is included in this price and is paid to us directly from the contracted supplier.

\$

for 14 ComEd accounts

Alternative Supplier Rate:

Est. Annual Fixed Energy Cost:

This proposal is based on 14 location(s).

0.06691

27,414.10 \$

0.06778

27,770.55 \$

The price is determined by the estimated term kWh usage, and these rates are time sensitive.

Tentative Rates the rates vary until Rock River Energy Services Company locked after



2047 S. IL Route 2 Oregon, IL 61061

approved by County Board.

Aug 2020 Start

May 19, 2020 Winnebago County **Dusk to Dawn Streetlighting Accts**

Current Est. Annual Cost Per kWh **Original Contracted Rate:** 0.03110 5,886.70 \$ ComEd Rate: 0.03667 Per kWh 6,941.01

Fixed "ALL INCLUSIVE" Cost Comparison:
Price includes Cost of Energy, Transmission Service Charges, Capacity Charges, Ancillary Service and PJM Charges, Renewable Portfolio Standard Costs, and Distribution and Transmission Losses. Does not include ComEd delivery or Taxes. Estimated Term kWh Consumption 12 Months 24 Months 36 Months Usage 189,283 378,566 567,849 Constellation 0.02567 0.02552 0.02535 Alternative Supplier Rate: 4,858.89 \$ Est. Annual Fixed Energy Cost: 4,830.50 \$ 4,798.32

| Crius Energy | | | |
|--------------------------------|-----------------|-----------------|-----------------|
| Alternative Supplier Rate: | 0.05890 | 0.0597 | 0.05860 |
| Est. Annual Fixed Energy Cost: | \$ 11,148.77 | \$ 11,300.20 | \$ 11,091.98 |

| AEP Energy | | | |
|--------------------------------|----------------|-------------|----------------|
| Alternative Supplier Rate: | 0.02513 | 0.02518 | 0.02501 |
| Est. Annual Fixed Energy Cost: | \$ 4,756.68 | \$ 4,766.15 | \$ 4,733.97 |

| Dynegy Energy | | | |
|--------------------------------|----------------|----------------|----------------|
| Alternative Supplier Rate: | 0.02643 | 0.02632 | 0.02609 |
| Est. Annual Fixed Energy Cost: | \$ 5.002.75 | \$ 4.981.93 | \$ 4,938,39 |

| MC2 | | | | |
|-------------------------------|----------------|-------------|----|----------|
| Alternative Supplier Rate: | 0.02828 | 0.02837 | 7 | 0.02823 |
| Est Annual Fixed Energy Cost: | \$ 5.352.92 | \$ 5,369,96 | \$ | 5.343.46 |

| Titan Energy | | | |
|------------------------------|-----------------|-----------------|-----------------|
| Alternative Supplier Rate: | 0.05587 | 0.05643 | 0.05649 |
| Est Annual Fixed Energy Cost | \$ 10.575.24 | \$ 10.681.24 | \$ 10.692.60 |

| Santanna | | | |
|--------------------------------|-----------------|-----------------|------------------------|
| Alternative Supplier Rate: | 0.06701 | 0.06778 | |
| Est. Annual Fixed Energy Cost: | \$ 12,683.85 | \$ 12,829.60 | \$: - 8 |

Our Agent fee is included in this price and is paid to us directly from the contracted supplier.

for 17 ComEd accounts

This proposal is based on 17 location(s).

The price is determined by the estimated term kWh usage, and these rates are time sensitive.

County Board: 05/28/2020

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

20-CR-XXX

Submitted By: Public Works Committee Sponsored By: Dave Tassoni

Resolution Authorizing the Execution of a Construction Inspection Guidance Agreement with Fehr Graham and the Appropriation of MFT Funds for the Purpose of Assisting County Staff for Construction Inspection of the Widening and Resurfacing of Baxter Road (CH 11) to Mulford Road (CH60)

(Section 14-00-563-00-WR)

WHEREAS, the County recently awarded a contract to William Charles Construction Company for the widening and resurfacing of Baxter Road from I-39 to east of Mulford Road and Mulford Road from Baxter Road to the Ogle County line; and

WHEREAS, this work is partially funded through an Economic Development/TARP with the State of Illinois, with total State funding being \$2,150,000.00; and

WHEREAS, as this is a large project with a contract amount of \$3,382,826.77, there is insufficient County Highway Engineering staff to cover all of the inspection for this construction project and others that the County has under contract and planned for this year; and

WHEREAS, Fehr Graham has agreed to provide construction guidance and material testing services to assist County Highway Department staff with construction inspection, testing and documentation for the widening and resurfacing of Baxter Road, from I-39 to east of Mulford and Mulford Road from Baxter Road to the Ogle County line for a not to exceed price of \$150,000.00, and the sum of \$300,000.00 needs to be appropriated from the Motor Fuel Tax fund to pay for this work along with County staff time on this project; and

WHEREAS, fifty percent (50%) of the work done will be reimbursed by the State through the County's economic development agreement; and

WHEREAS it is in the public interest to enter into the attached Construction Inspection Guidance Agreement for Motor Fuel Tax Funds for the purpose of providing construction assistance and material testing on Baxter Road from I-39 to east of Mulford and Mulford Road from Baxter Road to the Ogle County line and to appropriate the sum of \$300,000.00 from the Motor Fuel Tax fund to pay for the above noted work along with Winnebago County Highway Department staff time.

NOW THEREFORE, BE IT RESOLVED by the County Board of the County of Winnebago, Illinois, that the Chairman of the County Board is hereby authorized to execute on behalf of the County of Winnebago the attached Construction Guidance Services Agreement for Motor Fuel Tax Funds with Fehr Graham at a not to exceed price of \$150,000.00 and that the sum of three hundred thousand dollars (\$300,000.00) is hereby appropriated via IDOT form BLR 09110, both in substantially the form attached hereto under Section 14-00563-00-WR; and

BE IT FURTHER RESOLVED that the Agreement entered into shall not become effective and binding unless and until both parties have executed the same; 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 directed to prepare and deliver certified copies of this Resolution to the Winnebago County Treasurer, Auditor, and Engineer.

| Δ | C | D | F | K |
|---|----|---|---|---|
| - | T. | r | Ľ | Ľ |

DISAGREE

| Dave Tassoni, Chairman | Dave Tassoni, Chairman |
|---|--|
| Burt Gerl | Burt Gerl |
| David Kelley | David Kelley |
| Jim Webster | Jim Webster |
| The above and foregoing Resolution Winnebago, Illinois this day | n was adopted by the County Board of the County of of, 2020. |
| | Frank Haney, Chairman of the |
| | County Board of the County of Winnebago, Illinois |
| ATTEST: | • |

| Municipality | / | L | A | | | Name | |
|-------------------------------------|---|-------------------------|--|------------------------------|--------------------|--|--|
| Winneba | go County Highway | 0 | Illinois Department of Transportation | n | С | Fehr Graham | |
| Departme | | C | Or indireportation | | 0 | | |
| Township | | A | | | N | Address | |
| | | - | | | S U | 200 Prairie St. | |
| County | | Α | Construction Guidance | | L | Suite 208 City | |
| Winneba | 90 | G | Agreement | | Т | Rockford | |
| vviilleba | go | E N | For Motor Fuel Tax Funds | | A N | | |
| Section | | С | Motor ruci rux runus | | T | State | |
| 14-00563 | 3-00-WR | Y | | | | IL | |
| Agency (improven supervision | nent of the above SECTION, N | R) ai lotor Trans | nd covers certain professional Fuel Tax Funds, allotted to the sportation, hereinafter called th ibed under AGREEMENT PRO | engine e LA by ne "DEF | erin the PAR | , | |
| Name | Mulford and Baxter Road | | Section Description | | | | |
| Route | | 13 | 3,012 FT (2.46 | N | /liles | s) (Structure No) | |
| Termini | | | | | | | |
| | ation, and regrading of ditches | | cation of necessary utilities, ar | nd all of | | cing, intersection improvements, appurtenances. | |
| The Fee | inaar Agraag | | Agreement Provision | ns | | | |
| _ | ineer Agrees, | | | | | | |
| | rform or be responsible for the sed improvement herein befor | | | eering | serv | ices for the LA in connection with the | |
| а. 🗌 | Make such detailed surveys | as are | e necessary for the preparation | n of det | aile | d roadway plans. | |
| b. 🗌 | Make stream and flood plain detailed bridge plans. | hydra | aulic surveys and gather high v | water da | ata, | and flood histories for the preparation of | |
| c. 🗌 | analyses thereof as may be r | equir | | r the de | sigr | ncluding borings and soil profiles n of the proposed improvement. Such of the DEPARTMENT. | |
| d. 🗌 | | | affic studies and counts and s in of the proposed improveme | | nter | section studies as may be required to | |
| e. 🗌 | | | Permit, Division of Water Res an and locations and Railroad | | | mit, Bridge waterway sketch and/or ork agreements. | |
| f. 🗌 | | | n and Hydraulic Report, (includ overflows and bridge approac | | onor | nic analysis of bridge or culvert types) | |
| g. 🗆 | with five (5) copies of the plan | ns, sp | ed plans, special provisions, p pecial provisions, proposals an rnished to the LA by the ENGI | nd estim | nate | nd estimates of cost and furnish the LA s. Additional copies of any or all s actual cost for reproduction. | |
| h. 🗌 | | | | | | e-of-way dedications, construction to the corresponding plats and staking | |

NOTE: Four Copies to be submitted to the Regional Engineer

SUPPLEMENT TO AGREEMENT PROVISIONS

Winnebago County Highway Department
Baxter Road
Section 14-00563-00-WR

The LA Agrees,

- 1. To pay the ENGINEER as compensation for all services performed as stipulated under The Engineer Agrees in paragraphs 2, 3, 5 and 6 on a time and material basis, not to exceed of \$150,000.
- 2. To pay the Engineer for all services performed under The Engineer Agrees in Paragraphs 1L on a time and materials basis, not to exceed \$150,000. Traveling and other out-of-pocket expenses will be reimbursed to the ENGINEER at his actual cost. Subject to the approval of the LA, the ENGINEER may sublet all or part of the services provided under the paragraphs cited above. If the ENGINEER sublets all or part of this work, the LA will pay the cost to the ENGINEER plus a five (5) percent service charge. "Cost to Engineer" to be verified by furnishing the LA and the DEPARTMENT copies of invoices from the party doing the work. The classifications of the employees used in the work should be consistent with the employee classification for the services performed. If the personnel of the firm, including the Principal Engineer, perform routine services that should normally be performed by lesser-salaried personnel, the wage rate billed for such services shall be commensurate with the work performed.
- 3. That payments due the ENGINEER for services rendered in accordance with this AGREEMENT will be made as soon as practicable after the services have been performed, in accordance with the following schedule:
- a. Upon completion of the work required by paragraph 1L, under The Engineer Agrees to the satisfaction of the LA and their approval by the LA or DEPARTMENT, 100 percent of the total fee due under this AGREEMENT.

By mutual agreement, partial payments, not to exceed 90 percent of the amount earned, may be made from time to time as the work progresses.

Printed 4/24/2020 Page 5 of 5 BLR 05511 (Rev. 11/06)

| | i. | | Pre | epare the Proj | ect Developm | ent Report wher | n required by | the DEPARTN | MENT. | | |
|----|------------------------------------|--|--|---|---|---|---|--|--|--|---|
| | j. | | | | | nmental docume ocal Roads & Str | | ance with the | procedures adop | oted by the | |
| | k. | | Ass | sist the LA in t | he tabulation | and interpretation | on of the conti | actors' propo | sals. | | |
| | l. | \boxtimes | Fur | rnish construc | tion guidance | . Construction g | guidance shall | include: | | | |
| | | | (2) (3) (4) (5) | Checking all Periodical jol Reviewing an Reviewing an DEPARTME | shop and wo b-site observand checking a nd checking a NT. | rking drawings. ation as construc all reports by test all payment estim | ction progress ling laboratori nates, change | es. es on equipme orders, recor | ent and material ds and reports re apers and repor | tested. equired by the | è |
| 2. | be re | in a | acco s, pl | rdance with c | urrent standa | rd specifications | and policies | of the DEPAR | IEER, pursuant t TMENT. It being pproval by the L | g understood | |
| 3. | To | atte | end | conferences a | at any reason | able time when r | equested to c | o so by the L | A or the DEPAR | TMENT. | |
| 4 | su th | rvey | y cor h fina | rections are r | ecessary, the is been received | ENGINEER ag | rees that he v | ill perform su | ECTION and rev ch work without on to these chan | expense to th | e LA even |
| 5. | pυ | ırsua | ant t | survey notes o this AGREE striction or lim | MENT will be | made available | tations and ot upon request | her data prep to the LA or t | ared or obtained he DEPARTMEI | by the ENGI NT without co | NEER ost and |
| 6. | | | | | | urnished by the E here such is requ | | ursuant to this | AGREEMENT V | will be endors | ed by him |
| TŁ | ĮΕ | LA A | AGR | REES, | | | | | | | / |
| 1. | | | | | | ition for all servic methods indicate | | | in paragraphs 1 | a, 1g, 1k, 2, 3 | 3, 5 and 6 in |
| | | a | | approved by | oney equal to | | | | ontract cost of th | | |
| | ľ |). <u> </u> | J | | MENT based | on the following | schedule: | | the proposed in | nprovement a | is approved by |
| | | | | | | le for Percentag | jes Based on | | | | |
| | | | | Under | \$50,000 | warded Cost | > | | ée Schedule | (see n % % % % | ote) |
| | | | | Note | : Not necess | arily a percentag | ge. Could use | per diem, co | st-plus or lump s | | |
| 2. | in: El pr the Dl sh | sura NGII ovid e EN EPA iould | per nce, NEE led u NGIN RTM d be | cent to cover, social securion, social securion R at his actual under the para NEER plus a formation of the copies of the consistent with Engineer, perfective social securical | profit, overhe ty and retirental cost. Subjective (5) percertion invoices from the employour routine s | ad and readines nent deductions. ot to the approve above. If the EN it service charge om the party doir ee classification | s to serve - "a Traveling and al of the LA, the NGINEER sub and the service If or the service and the service | actual cost" bed other out-of- ne ENGINEER lets all or part gineer" to be v The classificat es performed be | al cost of performing defined as me pocket expenses may sublet all confirmed by furnishions of the emploid of the personner of the serifications of the personner of the personn | naterial cost p s will be reim or part of the LA will pay t hing the LA a byees used in of the firm, | blus, payrolls bursed to the services he cost to nd the n the work heluding the |

- 3 To pay for the services stipulated in paragraph 1I a sum of money equal to thirty-five (35) percent of the amount determined by multiplying the final contract cost by the percentage(s) set forth under paragraph 1a or 1b of THE LA AGREES.
- 4. That payments due the ENGINEER for services rendered in accordance with the AGREEMENT will be made as soon as practicable after the services have been performed, in accordance with the following schedule:
 - a. Upon completion of detailed plans, special provisions, proposals and estimate of cost being the work required by paragraph 1a through 1j under THE ENGINEER AGREES to the satisfaction of the A and their approval by the Department, 90 percent of the total fee due for paragraphs 1a through 1j.
 - b. Upon award of the contract for the improvement by the LA and its approval by the Department, 100 percent of the total fee due for paragraphs 1a through 1j, less any amounts paid under "a" above.
 - c. Upon completion of the improvement and its final acceptance by the Department the total fee due for paragraphs 1k and 1l.

By mutual agreement, partial payments not to exceed 90 percent of the amount earned may be made from time to time as the work progresses.

- 5. That, should the improvement be abandoned at any time after the ENGINEER has performed any part of the services provided for in paragraphs 1a through 1j and prior to the completion of such services the LA shall reimburse the ENGINEER for his actual costs plus percent incurred up to the time he is notified in writing of such abandonment "actual cost" being defined as in paragraph 2 above.
- 6. That, should the LA require changes in any of the detailed plans, specifications, or estimates, except for those required pursuant to paragraph 4 of THE ENGINEER AGREES, after they have been approved by the DEPARTMENT, the LA will pay the ENGINEER for such changes on the basis of actual cost plus percent to cover profit, overhead and readiness to serve "actual cost" being defined as in paragraph 2 above. It is understood that "changes" as used in this paragraph shall in no way relieve the ENGINEER of his responsibility to prepare a complete and adequate set of plans and specifications.

It is Mutually Agreed,

- 1. That any difference between the ENGINEER and the LA concerning the interpretation of the provisions of this AGREEMENT shall be referred to a committee of disinterested parties consisting of one member appointed by the ENGINEER, one member appointed by the LA and a third member appointed by the two other members for disposition and that the committee's decision shall be final.
- 2. This AGREEMENT may be terminated by the LA upon giving notice in writing to the ENGINEER at his last known post office address. Upon such termination, the ENGINEER shall cause to be delivered to the LA all surveys, permits agreements, preliminary bridge design & hydraulic report, drawings, specifications, partial and completed estimates and data if any from traffic studies and soil survey and subsurface investigations with the understanding that all such material becomes the property of the LA. The ENGINEER shall be paid for any services completed and any services partially completed in accordance with Section 5 of THE LA AGREES.
- 3. That if the contract for construction has not been awarded one year after the acceptance of the plans by the LA and their approval by the DEPARTMENT, the LA will pay the ENGINEER the balance of the engineering fee due to make 100 percent of the total fees due under this AGREEMENT, based on the estimate of cost as prepared by the ENGINEER and approved by the LA and the DEPARTMENT.
- 4. That the ENGINEER warrants that he/she has not employed or retained any company or person other than a bona fide employee working solely for the ENGINEER to solicit or secure this contract and that he/she has not paid or agreed to pay any company or person other than a bona fide employee working solely for the ENGINEER any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or making of this contract. For breach or violation of this warranty the LA shall have the right to annul this contract without liability.

Printed 4/24/2020 Page 3 of 5 BLR 05511 (Rev. 11/06)

IN WITNESS WHEREOF, the parties have caused this AGREEMENT to be executed in quadruplicate counterparts each of which shall be considered as an original by their duly authorized officers.

Executed by the LA:

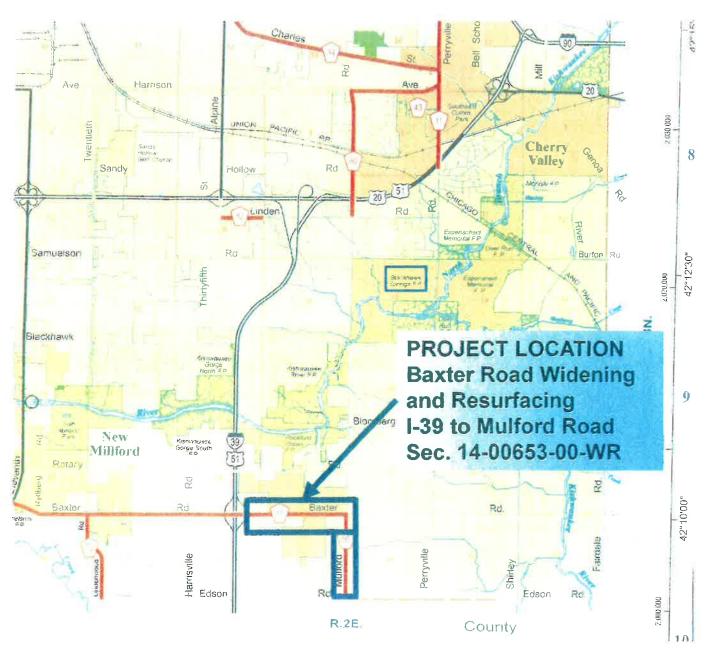
Winnebago County Highway Department of the (Municipality/Township/County) ATTEST: State of Illinois, acting by and through its Clerk (Seal) Title _____ Executed by the ENGINEER Fehr Graham 200 Prairie Street, Suite 208 ATTEST: Rockford, Illinois 61107 /Michael W. Gronewold Title Project Administrator Title Principal Approved Date Department of Transportation Regional Engineer



Resolution for Improvement Under the Illinois Highway Code



| | | | Resolution | Type | Resolution Number | Section | Number |
|--|-------------------|-----------------|----------------------------|--------------|-------------------------------------|----------------|---------------------|
| | | | Original | | | 14-00 | 563-00-WR |
| BE IT RESOLVED, by the Board | | | | of the C | ounty | | |
| Govern | ning Body 1 | Гуре | | | Local Pu | ublic Agency | Туре |
| of Winnebago | Illi | nois tha | at the followi | ng describ | ed street(s)/road(s)/ | structure be | improved under |
| Name of Local Public Agency | | | | - | | | |
| the Illinois Highway Code. Work shall be done by | | ct ct or Day | Lahor | | | | |
| For Roadway/Street Improvements: | | | | _ | | | |
| Name of Street(s)/Road(s) | Length (miles) | | Route | | From | | То |
| Baxter Road Widening & Resurfacing | | CH 11 | & 60 | I-39 | | East of M | ulford Road |
| For Structures: | | | | | | | |
| Name of Street(s)/Road(s) | Exist Structur | | Route | | Location | Feat | ure Crossed |
| | | | | | | | |
| BE IT FURTHER RESOLVED, 1. That the proposed improvement shall consist of | of | | | | | | |
| providing construction engineering, mate Winnebago County Highway Departmen Mulford Road and Mulford Road from Ba | t staff fo | or the v | widening a | and resu | | | |
| 2. That there is hereby appropriated the sum of | three hu | ındred | thousand | | | | |
| 2. That there is hereby appropriated the sum of | unco na | iliai oa | | | \$300,000,0 | 00 / 4 41 | improvement of |
| | | | | ollars (| Ψοσο,σοσ.α |) for the | improvement of |
| said section from the Local Public Agency's allotm BE IT FURTHER RESOLVED, that the Clerk is he of the Department of Transportation. | | | | | ed originals of this re | esolution to | the district office |
| | _ | | | | 0 | | |
| I, Lori Gummow | Coun | | | | erk in and for said \underline{C} | | :- A T |
| Name of Clerk | LC | cal Publ | ic Agency Ty | pe | | Local Publ | ic Agency Type |
| of Winnebago | ir | the St | ate aforesaid | d, and kee | per of the records ar | nd files there | eof, as provided by |
| Name of Local Public Agency | | | | | | | |
| statute, do hereby certify the foregoing to be a tru | e, perfect | and co | mplete origi | nal of a res | solution adopted by | | |
| Board of Wi | nnebage | 0 | | | at a meeting held | on | |
| Governing Body Type | Nam | e of Loc | al Public Ager | ncy | _ | - | Date |
| IN TESTIMONY WHEREOF, I have hereunto set | my hand | and sea | al this | day of | Month, Year | <u></u> §• | |
| (SEAL) | | Clerk S | Signature | | | | Date |
| | | O.O.R.C | rigilataro | | | | Date |
| | | | | | | | |
| | | | | | | | |
| | | | | | Approved | | |
| | | | al Engineer | | | | |
| | | | al Engineer ment of Tra | | | | Date |
| | | | | | | | Date |





Location Map

PUBLIC SAFETY COMMITTEE

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

SUBMITTED BY: PUBLIC SAFETY COMMITTEE

| 2020 | CR | |
|------|----|--|
|------|----|--|

RESOLUTION EXTENDING INTERGOVERNMENTAL COOPERATION AGREEMENT FOR POLICE SERVICES WITH THE VILLAGE OF MACHESNEY PARK TO JUNE 30, 2020

WHEREAS, effective May 1, 2018, the County of Winnebago entered into an Intergovernmental Cooperation Agreement for Police Services with the Village of Machesney Park to with the County to provide such services through the office of the Winnebago County Sheriff; and

WHEREAS, the IGA for Police Services was set to expire on April 30, 2020; and

WHEREAS, the County and the Village of Machesney Park IGA agreed to extend the current IGA for Police Services to May 31, 2020; and

WHEREAS, the County and the Village are continuing to negotiate a successor IGA and wish to extend the current IGA for Police Services through June 30, 2020, while they continue to negotiate a successor IGA.

NOW, THEREFORE, BE IT RESOLVED, by the County Board of the County of Winnebago, Illinois, that it authorizes the Chairman of the Winnebago County Board to execute an agreement extending the existing Intergovernmental Cooperation Agreement for Police Services with the Village of Machesney Park to provide Policing Services to June 30, 2020 in a form substantially similar to that attached hereto as Exhibit A.

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

DICACDEE

Respectfully submitted, Public Safety Committee

| AGREE | DISAGREE |
|------------------------|------------------------|
| Aaron Booker, Chairman | Aaron Booker, Chairman |
| Paul Arena | Paul Arena |

ACDED

| John Butitta | John Butitta |
|---|--|
| Dan Fellars | Dan Fellars |
| Angie Goral | Angie Goral |
| Dorothy Redd | Dorothy Redd |
| | |
| | Fred Wescott esolution was adopted by the County Board of the Cou |
| The above and foregoing R | esolution was adopted by the County Board of the Co he day of, 2020. Frank Haney |
| The above and foregoing R | esolution was adopted by the County Board of the Cohe, 2020. |
| The above and foregoing R of Winnebago, Illinois, on t | esolution was adopted by the County Board of the Co he day of, 2020. Frank Haney Chairman of the County Board of the County of Winnebago, Illinois |

AGREEMENT TO EXTEND INTERGOVERNMENTAL COOPERATION AGREEMENT FOR POLICE SERVICES BETWEEN WINNEBAGO COUNTY AND THE VILLAGE OF MACHESNEY PARK

| This Agreement to Extend Intergovernmental Cooperation Agreement for Police Services |
|---|
| ("Agreement") is made this day of May, 2020, by and between the County of Winnebago, an |
| Illinois body politic ("County"), and the Village of Machesney Park, an Illinois municipal |
| corporation ("Village"). The County and the Village shall each be a "Party" to this Agreement and |
| shall be collectively referred to as "Parties." It is acknowledged by the County and the Village |
| that, although the Sheriff of Winnebago County is a signatory to this Agreement, he is not a |
| governmental entity for the purposes of this Intergovernmental Agreement. |
| |
| WHEREAS, the Parties entered into an Intergovernmental Cooperation Agreement for Police |
| Services effective May 1, 2018, and expiring April 30, 2020; and |

WHEREAS, the IGA for Police Services was extended to May 31, 2020 while the County and the Village of Machesney Park continued to negotiate a successor agreement; and

WHEREAS, the Parties are continuing to negotiate a successor agreement but will be unable to complete negotiations prior to May 31, 2020.

NOW THEREFORE, in consideration of the mutual promises contained herein, the Parties agree as follows.

The County and the Village agree to extend the existing Intergovernmental Cooperation Agreement for Police Services set to expire on April 30, 2020, and extended to May 31, 2020, and all terms, conditions and obligations contained therein, to June 30, 2020.

This Agreement shall be effective June 1, 2020.

In witness whereof, the parties have executed this Agreement on the date set forth above.

| Frank Haney | |
|---|---|
| Chairman of the County Board of the County of Winnebago, Illinois | |
| ATTEST: | |
| Lori Gummow | _ |
| Clerk of the County of Board | |
| of the County of Winnebago Illinois | |

Winnebago County Sheriff

Steve Johnson
Village President
Village of Machesney Park, Illinoi

ATTEST:

Lori Mitchell Village Clerk Village of Machesney Park, Illinois

PERSONNEL & POLICIES COMMITTEE

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

Submitted by: Personnel and Policies Committee

Finance Committee

2020 CR

RESOLUTION AFFIXING COMPENSATION AND OTHER BENEFITS FOR CERTAIN ELECTED COUNTY OFFICIALS

WHEREAS, the County Board of the County of Winnebago, Illinois is required to fix the salaries and other benefits to be paid to certain elected officials at least 180 days before the beginning of the term of those elected offices whose compensation is to be fixed; and,

WHEREAS, the term of office for the County Auditor, County Coroner, and County Board Chairman are scheduled to commence on December 1, 2020, and the County Board must fix the compensation for these officers on or before June 3, 2020; and

WHEREAS, no officer may have his or her salary or other benefits increased or decreased during the term for which he or she is elected.

NOW, THEREFORE BE IT RESOLVED, by the County Board of the County of Winnebago, Illinois that the following schedule of salaries be, and the same is, hereby adopted:

\$87,000

COUNTY AUDITOR

December 1, 2020 – November 30, 2021

| December 1, 2021 – November 30, 2022 | \$87,000 |
|--------------------------------------|--|
| December 1, 2022 – November 30, 2023 | Above plus cost of living increase up to max of 3% |
| December 1, 2023 – November 30, 2024 | Above plus cost of living increase up to max of 3% |

COUNTY CORONER

| December 1, 2020 – November 30, 2021 | \$92,765 Plus vehicle |
|--------------------------------------|--|
| December 1, 2021 – November 30, 2022 | \$92,765 Plus vehicle |
| December 1, 2022 – November 30, 2023 | Above plus cost of living increase up to max of 3% |
| December 1, 2023 – November 30, 2024 | Above plus cost of living increase up to max of 3% |

COUNTY BOARD CHAIRMAN

| December 1, 2020 – November 30, 2021 | \$95,658 |
|--------------------------------------|--|
| December 1, 2021 – November 30, 2022 | \$95,658 |
| December 1, 2022 – November 30, 2023 | Above plus cost of living increase up to max of 3% |
| December 1, 2023 – November 30, 2024 | Above plus cost of living increase up to max of 3% |

BE IT FURTHER RESOLVED, that the County Auditor, County Coroner, and County Board Chairman shall be eligible for any Health Plan and shall pay the same cost for individual, dependent and retiree health insurance coverage as County employees covered under AFSCME Local 473 Collective Bargaining Unit beginning in December 2020.

BE IT FURTHER RESOLVED, that the cost of living percentage increase shall be based on the Consumer Price Index, provided by the State of Illinois Department of Revenue for Property Tax Extension Limitation (PTELL).

BE IT FURTHER RESOLVED, that this Resolution shall be in full force and effect immediately upon its adoption, and the compensation shall take effect upon commencement of office of the County Auditor, County Coroner, County Board Chairman, after the November 2020 general election.

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 County Auditor, County Coroner, and County Board Chairman.

| The above and fore | egoing Resolution was ado | pted by the County Board of the County of |
|--------------------------|---------------------------|---|
| Winnebago, Illinois this | day of | 2020. |
| | | |
| | | |
| | | |
| | | Frank Haney |
| | | CHAIRMAN OF THE COUNTY BOARD |
| ATTESTED BY: | | OF THE COUNTY OF WINNEBAGO, ILLINOIS |
| 7 | | |
| | | |
| | | |
| LORI GUMMOW | | |
| | | |

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

Respectfully Submitted, **PERSONNEL AND POLICIES COMMITTEE**

| AGREE | DISAGREE | |
|--------------------------|--------------------------|--|
| | | |
| DAVID FIDUCCIA, CHAIRMAN | David Fiduccia, Chairman | |
| | | |
| Angie Goral | Angie Goral | |
| | | |
| JOE HOFFMAN | JOE HOFFMAN | |
| | | |
| DAVID KELLEY | David Kelley | |
| | | |
| DOROTHY REDD | DOROTHY REDD | |
| | | |
| JIM WEBSTER | JIM WEBSTER | |

| (AGREE) | (DISAGREE) |
|-------------------------|-------------------------|
| | |
| JAIME SALGADO, CHAIRMAN | Jaime Salgado, Chairman |
| | |
| DAVID FIDUCCIA | David Fiduccia |
| | |
| JOE HOFFMAN | JOE HOFFMAN |
| | |
| BURT GERL | Burt Gerl |
| | |
| STEVE SCHULTZ | STEVE SCHULTZ |
| | |
| KEITH MCDONALD | KEITH McDONALD |

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

Sponsored by: Dave Fiduccia and Jaime Salgado Submitted by: Personnel and Policies Committee

Finance Committee

| 2020 | CR | |
|------|----|--|
| | | |

RESOLUTION AUTHORIZING THE CHAIRMAN OF THE COUNTY BOARD TO EXECUTE AN AGREEMENT WITH GOVTEMPSUSA, LLC FOR THE EMPLOYMENT OF INTERIM COUNTY ADMINISTRATOR STEVEN CHAPMAN

WHEREAS, the County has initiated a search for the County Administrator position and is currently reviewing candidates; and

WHEREAS, Interim County Administrator, Steven Chapman has been employed through GovTempsUSA, LLC, starting on February 3, 2020 and ending on June 5, 2020; and

WHEREAS, the County desires to continue to employ him as the Interim County Administrator until a replacement can be hired; and

WHEREAS, the Personnel and Policies Committee and Finance Committee of the County Board for the County of Winnebago, Illinois, has reviewed the proposed terms of the Agreement with GovTempsUSA, LLC, attached hereto as Exhibit A, and recommends contracting with GovTempsUSA, LLC, under the terms set forth in the 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 and directed to, on behalf of the County of Winnebago, execute the Agreement with GovTempsUSA, LLC, in substantially the same form as that attached hereto as Exhibit A.

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

| BE IT FURTHER RESOLVED that the Clerk of the County Board is here | by |
|---|-----|
| authorized and directed to prepare and deliver certified copies of this Resolution to | the |
| Winnebago County Auditor, Treasurer and County Administrator. | |

| The above and foregoing Resolut County of Winnebago, Illinois this | ion was adopted by the County Board of the ay of2020. |
|--|---|
| | |
| | FRANK HANEY |
| | CHAIRMAN OF THE COUNTY BOARD |
| ATTESTED BY: | OF THE COUNTY OF WINNEBAGO, ILLINOIS |
| | |
| | |
| LORI GUMMOW | = |
| CLERK OF THE COUNTY BOARD | |
| OF THE COUNTY OF WINNEBAGO, ILLINOIS | |

Respectfully Submitted, PERSONNEL AND POLICIES COMMITTEE

AGREE

DISAGREE

| David Fiduccia, Chairman | David Fiduccia, Chairman |
|--------------------------|--------------------------|
| Angie Goral | Angie Goral |
| JOE HOFFMAN | JOE HOFFMAN |
| DAVID KELLEY | DAVID KELLEY |
| DOROTHY REDD | Dorothy Redd |
| JIM WEBSTER | JIM WEBSTER |

Respectfully Submitted, FINANCE COMMITTEE

KEITH McDonald

| AGREE | DISAGREE | | |
|-------------------------|-------------------------|--|--|
| JAIME SALGADO, CHAIRMAN | Jaime Salgado, Chairman | | |
| DAVID FIDUCCIA | DAVID FIDUCCIA | | |
| JOE HOFFMAN | JOE HOFFMAN | | |
| BURT GERL | BURT GERL | | |
| STEVE SCHULTZ | STEVE SCHULTZ | | |
| | | | |

KEITH McDonald

EMPLOYEE LEASING AGREEMENT

THIS EMPLOYEE LEASING AGREEMENT (this "Agreement") is made by GOVTEMPSUSA, LLC, an Illinois limited liability company ("GovTemps"), and WINNEBAGO COUNTY (the "Client"). GovTemps and the Client can be individually identified as a ("Party") and collectively as the ("Parties"). GovTemps and the Client agree as follows:

SECTION 1 SCOPE OF AGREEMENT

Section 1.01. Assigned Employee. The Client will lease certain employees of GovTemps, and GovTemps will lease to the Client, the personnel identified in attached Exhibit A, (the "Assigned Employee"). Exhibit A identifies the temporary position and/or assignment (the "Assignment") the Assigned Employee will fill at the Client, and it further identifies the base compensation for each Assigned Employee, as of the effective date of this Agreement. Exhibit A may be amended from time to time by a replacement Exhibit A signed by both GovTemps and the Client. GovTemps, as the common law employer of Assigned Employee, has the sole authority to assign and/or remove the Assigned Employee, provided however, that the Client may request, in writing, that GovTemps remove or reassign the Assigned Employee. Any such request will not be unreasonably withheld by GovTemps. The Parties understand and acknowledge that the Assigned Employee is subject to the Client's day-to-day supervision.

Section 1.02. Independent Contractor. GovTemps is and remains an independent contractor, and not an employee, agent, partner of, or joint venturer with, the Client. GovTemps has no authority to bind the Client to any commitment, contract, agreement or other obligation without the Client's express written consent.

SECTION 2 SERVICES AND OBLIGATIONS OF GOVTEMPS AND CLIENT

Section 2.01. Payment of Wages. GovTemps will timely pay the wages and related payroll taxes of the Assigned Employee from GovTemp's own account in accordance with federal and Illinois law and GovTemps' standard payroll practices. GovTemps will withhold from such wages all applicable taxes and other deductions elected by the Assigned Employee. The Client acknowledges that GovTemps may engage a financial entity to maintain its financing and record keeping services, which may include the payment of wages and related payroll taxes in accordance with this Section 2.01. The Client agrees to cooperate with any such financial entity to ensure timely payment of wages, related payroll taxes, and any applicable fees pursuant to this Section 2.01. As to Assigned Employees, GovTemps will comply with the Immigration Reform and Control Act of 1986, Title VII of the Civil Rights Act of 1964, as amended, (Title VII), the Americans With Disabilities Act of 1990 (ADA), the Age Discrimination in Employment Act (ADEA), the Equal Pay Act of 1963, the Civil Rights Acts of 1866 and 1871 (42 U.S.C. § 1981), the Family and Medical Leave Act of 1993, the Fair Labor Standards Act of 1938, the National Labor Relations Act, the Employee Retirement Income Security Act

("ERISA") of 1974, and any other federal, state or local statute, state constitution, ordinance, order, regulation, policy or decision regulating wages and the payment of wages, prohibiting employment discrimination or otherwise establishing or relating to rights of Assigned Employee.

- **Section 2.02. Workers' Compensation**. To the extent required by applicable law, GovTemps will maintain in effect workers' compensation coverage covering its Assigned Employee's work in an Assignment. Any applicable coverage under this Agreement terminates on the Termination Date of this Agreement.
- **Section 2.03. Employee Benefits.** GovTemps will provide to Assigned Employee those employee benefits identified in the attached **Exhibit B.** GovTemps may amend or terminate any of its employee benefit plans according to their terms. All employee benefits, including severance benefits for Assigned Employee will be included in Fees payable to GovTemps under Section 3.01 of this Agreement.
- Section 2.04. Maintenance and Retention of Payroll and Benefit Records. GovTemps will maintain records of all wages and benefits paid and personnel actions taken by GovTemps in connection with any of the Assigned Employee(s). GovTemps will retain control of such records and make them available for inspection as required by applicable federal, state or local laws.
- **Section 2.05. Other Obligations of GovTemps**. GovTemps will comply with any federal, state and local law applicable to its Assigned Employee(s). GovTemps will comply with the requirements of the federal Patient Protection and Affordable Care Act (ACA).
- Section 2.06. Direction and Control. The Parties agree and acknowledge that the Client has the right of direction and control over the Assigned Employee, including matters of discipline, excluding removal or reassignment, as provided for by Section 1.01. The Assigned Employee(s) will be supervised, directly and indirectly, and exclusively by the Client's supervisory and managerial employees.
- **Section 2.07. Obligations of the Client**. Pursuant to this Agreement the Client covenants, agrees and acknowledges:
 - (a) The Client will provide the Assigned Employee with a suitable workplace, that complies with US Occupational Safety and Health Administration ("OSHA") statutes and regulations, and all other health and safety laws, regulations, ordinances, directives, and rules applicable to the Assigned Employee and the Assigned Employee's workplace. The Client agrees to comply, at its expense, with all health and safety directives from GovTemps' internal and external loss control specialists, GovTemps' workers' compensation carrier, or any government agency having jurisdiction over the place of work. The Client will provide and ensure use of all functional personal protective equipment as required by any federal, state or local law, regulation, ordinance, directive, or rule or as deemed necessary by GovTemps' workers' compensation carrier. GovTemps and/or its insurance carriers have the right to inspect the Client's premises to ensure that the Assigned Employee is not exposed to an unsafe work place. GovTemps' rights under this paragraph do not diminish or alter the Client's obligations to the

Assigned Employee under applicable law, or its obligations to GovTemps under this Agreement;

- (b) With respect to the Assigned Employee, the Client will comply with all applicable labor and employment-related laws and regulations, and any other federal, state or local statute, state constitution, ordinance, order, regulation, policy or decision, prohibiting employment discrimination, or otherwise establishing or relating to the terms and conditions of Assigned Employee's Assignment;
- (c) The Client retains the right to exert sufficient direction and control over the Assigned Employee as is necessary to conduct the Client's business and operations, without which, the Client would be unable to conduct its business, operation or to comply with any applicable licensure, regulatory or statutory requirements;
- (d) The Client cannot remove or reassign the Assigned Employee unless mutually agreed to in writing by GovTemps and the Client in accordance with Section 1.01 of this Agreement. Client will timely confer with GovTemps regarding any concern or complaint regarding Assigned Employee's performance or conduct under this Agreement;
- (e) The Client will not pay wages, salaries or other forms of direct or indirect compensation, including employee benefits, to Assigned Employee. Client represents that its actions under this Agreement do not violate its obligations it may have under any collective bargaining agreement;
- (f) The Client must report to GovTemps any injury to any Assigned Employee of which it has knowledge within twenty-four (24) hours of acquiring such knowledge. If any Assigned Employee is injured in the course of performing services for the Client, the Client must follow the procedures and practices regarding injury claims and reporting; and
- (g) The Client must report all on the job illnesses, accidents and injuries of the Assigned Employee to GovTemps within twenty-four (24) hours following notification of said injury by Assigned Employee or Assigned Employee's representative.

SECTION 3 FEES PAYABLE TO GOVTEMPS

Section 3.01. Fees. The Client will pay GovTemps fees for the services provided under this Agreement as follows:

- (a) The base compensation as fully identified on **Exhibit A**, as amended; plus
- (b) Any employee benefits GovTemps paid to the Assigned Employee as identified on **Exhibit B** (if applicable), including, but not limited to, salary; wages; commissions; bonuses; sick pay; workers' compensation, health and other insurance premiums; payroll, unemployment, FICA and other taxes; vacation pay; overtime pay; severance pay; monthly automobile allowances, and any other compensation or benefits

payable under any applicable GovTemps pension and welfare benefit plan or federal, state or local laws covering the Assigned Employee.

Section 3.02. Increase in Fees. GovTemps may increase fees to the extent and equal to any mandated tax increases, e.g. FICA, FUTA, State Unemployment taxes, when they become effective. GovTemps may also adjust employer benefit contribution amounts by providing the Client with a written thirty (30) day notice, provided, such changes in employer benefit contribution amounts apply broadly to all GovTemps employees.

Section 3.03. Payment Method. Every two (2) weeks during the term of this Agreement, GovTemps will invoice in writing the Client for the fees owed under this Agreement. Within thirty (30) days following receipt of such invoice, the Client must pay all invoiced amounts by check, wire transfer or electronic funds transfer to GovTemps to an account or lockbox as designated on the invoice. Late payments will be subject to all applicable interest payments or service charges provided by state or local law. In addition to charging interest or service charges provided by applicable law, GovTemps may, upon written notice to Client, suspend performance of services under this Agreement while any amount due is past due and remains unpaid.

SECTION 4 INSURANCE

Section 4.01. General and Professional Liability Insurance. The Client must maintain in full force and effect at all times during the term of this Agreement a Comprehensive (or Commercial) General Liability and Professional Liability (if applicable) insurance policy or policies (the "Policies"), with minimum coverage in the amount of \$1,000,000 per occurrence, \$3,000,000 aggregate. In the alternative, as applicable, the Client may maintain in full force and effect at all times during the term of this Agreement a self-insured retention ("SIR") which provides the same minimum coverage limits as set forth above. In the event such SIR exists and applies to this Agreement, the Client agrees to fully discuss the SIR's parameters with GovTemps and its relationship to the Policies. At a minimum, the Policies must insure against bodily injury and property damage liability caused by on-premises business operations, completed operations and/or products or professional service and non-owned automobile coverage.

Section 4.02. Certificate of Insurance. Upon request, the Client will promptly issue to GovTemps one or more Certificates of Insurance, verifying the Client's compliance with the provisions of Section 4.01.

Section 4.03. Automobile Liability Insurance. If the Assigned Employee drives a Municipal or personal vehicle for any reason in connection with their Assignment, the Client must maintain in effect automobile liability insurance insuring the Assigned Employee, GovTemps and the Client against liability for bodily injury, death and property damage.

SECTION 5 DURATION AND TERMINATION OF AGREEMENT

Section 5.01. Term and Effective Date. The Effective Date of this Agreement is the date that this Agreement is last signed by GovTemps on the signature page (the "Effective Date"). The period during which the Assigned Employee works at the Client is defined as the ("Term"). The Term commences on the Effective Date and will continue for the period identified on the attached Exhibit A, or until it is terminated in accordance with the remaining provisions of this Section 5. For the purposes of this Agreement, the date on which this Agreement expires and/or is terminated is the ("Termination Date").

Section 5.02. Termination of Agreement for Failure to Pay Fees. If the Client fails to timely pay the fees required under this Agreement, GovTemps may give the Client notice of its intent to terminate this Agreement for such failure and if such failure is remedied within ten (10) days, the notice will be of no further effect. If such failure is not remedied within the ten (10) day period, GovTemps has the right to terminate the Agreement upon expiration of such remedy period.

Section 5.03. Termination of Agreement for Material Breach. If either Party materially breaches this Agreement, the non-breaching Party must give the breaching Party written notice of its intent to terminate this Agreement for such breach and if such breach is remedied within ten (10) days, the notice will be of no further effect. If such breach is not remedied within the ten (10) day period, the non-breaching Party has the right to immediately terminate the Agreement upon expiration of such remedy period.

Section 5.04. Termination of Agreement to execute Temp-to Hire Option. At the end of the Term, the Client may hire the Assigned Employee as a permanent or temporary employee of the Client. The substantial investment of time and resources by GovTemps under this Agreement to place its leased employee with Client is recognized by Client. If after the end of the Term, Client hires Assigned employee as either a permanent or temporary employee it must pay two (2) weeks of the Assigned Employee's gross salary to GovTemps no later than thirty (30) days after the date the Assigned Employee becomes the Client's employee.

SECTION 6 NON-SOLICITATION

Section 6.01. Non-Solicitation. The Client acknowledges GovTemps' legitimate interest in protecting its business for a reasonable time following the termination of this Agreement. Accordingly, the Client agrees that during the Term of this Agreement and for a period of two (2) years thereafter, the Client will not solicit, request, entice or induce Assigned Employee to terminate their employment with GovTemps, and the Client will not hire Assigned Employee as a permanent or temporary employee. If a Temp-to-Hire option provided for in Section 5.04 is properly exercised by the Client, then this Section 6.01 will not apply.

Section 6.02. Injunctive Relief. The Client recognizes that the rights and privileges granted by this Agreement are of a special, unique, and extraordinary character, the loss of which cannot reasonably or adequately be compensated for in damages in any action at law.

Accordingly, the Client understands and agrees that GovTemps is entitled to equitable relief, including a temporary restraining order and preliminary and permanent injunctive relief, to prevent or enjoin a breach of Section 6.01 of this Agreement. The Client also understands and agrees that any such equitable relief is in addition to, and not in substitution for, any other relief to which GovTemps can recover.

Section 6.03. Survival. The provisions of Section 6 survive the expiration or termination of this Agreement.

SECTION 7 DISCLOSURE AND INDEMNIFICATION PROVISIONS

Section 7.01. Indemnification by GovTemps. GovTemps agrees to indemnify, defend and hold the Client and its related entities or their agents, representatives or employees (the "Client Parties") harmless from and against all claims, liabilities, damages, costs and expenses ("Losses") (a) arising out of GovTemps' breach of its obligations under this Agreement, (b) related to the actions or conduct of GovTemps and its related business entities, their agents, representatives, and employees (the "GovTemps Parties"), taken or not taken with respect to the Assigned Employees that relate to events or incidents occurring prior or subsequent to the term of this Agreement, and (c) arising from any act or omission on the part of GovTemps or any of the GovTemps Parties.

Section 7.02. Indemnification by the Client. The Client agrees to indemnify, defend and hold the GovTemps Parties harmless from and against all Losses (a) arising out of the Client's breach of its obligations under this Agreement, (b) relating to any activities or conditions associated with the Assignment, and (c) arising from any act or omission on the part of the Client or any of the Client Parties.

Section 7.03. Indemnification Procedures. The Party seeking indemnity (the "Indemnified Party") from the other Party (the "Indemnifying Party") pursuant to this Section 7, must give the Indemnifying Party prompt notice of any such claim, allow the Indemnifying Party to control the defense or settlement of such claim and cooperate with the Indemnifying Party in all matters related thereto. However, prior to the Indemnifying Party assuming such defense and upon the request of the Indemnified Party, the Indemnifying Party must demonstrate to the reasonable satisfaction of the Indemnified Party that the Indemnifying Party (a) is able to fully pay the reasonably anticipated indemnity amounts under this Section 7 and (b) will take steps satisfactory to the Indemnified Party to ensure its continued ability to pay such amounts. In the event the Indemnifying Party does not control the defense, the Indemnified Party may defend against any such claim at the Indemnifying Party's cost and expense, and the Indemnifying Party must fully cooperate with the Indemnified Party, at no charge to the Indemnified Party, in defending such potential Loss, including, without limitation, using reasonable commercial efforts to keep the relevant Assigned Employee available. In the event the Indemnifying Party controls the defense, the Indemnified Party is entitled, at its own expense, to participate in, but not control, such defense. The failure to promptly notify the Indemnifying Party of any claim pursuant to this Section will not relieve such Indemnifying Party of any indemnification obligation that it may have to the Indemnified Party, except to the extent that the Indemnifying Party demonstrates that the defense of such action was materially prejudiced by the Indemnified Party's failure to timely give such notice.

Section 7.04. Survival of Indemnification Provisions. The provisions of Section 7 survive the expiration or termination of this Agreement.

SECTION 8 MISCELLANEOUS PROVISIONS

- **Section 8.01.** Amendments. This Agreement may be amended at any time and from time to time, but any amendment must be in writing and signed by all the Parties to this Agreement, except for changes to the fees provided for in Section 3.
- **Section 8.02. Binding Effect.** This Agreement inures to the benefit of and binds the Parties and their respective heirs, successors, representatives and assigns. Neither Party may assign its rights or delegate its duties under this Agreement without the express written consent of the other Party, which consent will not be unreasonably withheld.
- Section 8.03. Counterpart Execution. This Agreement may be executed and delivered in any number of counterparts, each of which will be an original, but all of which together constitutes one and the same instrument. This Agreement may be executed and delivered via facsimile or electronic mail.
- Section 8.04. Entire Agreement. This Agreement constitutes the entire agreement between the Parties regarding GovTemps' placement of the Assigned Employee with the Client, and contains all of the terms, conditions, covenants, stipulations, understandings and provisions agreed upon by the Parties. This Agreement supersedes and takes precedence over all proposals, memorandum agreements, tentative agreements, and oral agreements between the Parties, made prior to and including the Effective Date of this Agreement not specifically identified and incorporated in writing into this Agreement. No agent or representative of either Party has the authority to make, and the Parties will not be bound by or liable for, any statement, representation, promise, or agreement not specifically set forth in this Agreement.
- **Section 8.05. Further Assurances**. The Parties will execute and deliver any and all additional papers, documents, and other assurances and do any and all acts and things reasonably necessary in connection with the performances of their obligations under this Agreement.
- **Section 8.06. Gender.** Whenever the context herein so requires, the masculine, feminine or neuter gender and the singular and plural number include the other.
- Section 8.07. Section Headings. Section and other headings contained in this Agreement are for reference purposes only and do not affect in any way the meaning or interpretation of this Agreement.
- **Section 8.08.** Severability. If any part or condition of this Agreement is held to be void, invalid or inoperative, such shall not affect any other provision hereof, which will continue to be effective as though such void, invalid or inoperative part, clause or condition had not been made.

- Section 8.09. Waiver of Provisions. The failure by one Party to require performance by the other Party shall not be deemed to be a waiver of any such breach, nor of any subsequent breach by the other Party of any provision of this Agreement. Such waiver shall not affect the validity of this Agreement, nor prejudice either Party's rights in connection with any subsequent action. Any provision of this Agreement may be waived if, but only if, such waiver is in writing signed by the Party against whom the waiver is to be effective.
- **Section 8.10. Confidentiality.** Each Party will protect the confidentiality of the other's records and information and must not disclose confidential information without the prior written consent of the other Party. Each Party must reasonably cooperate with the other Party regarding any Freedom of Information Act (FOIA) request calling for production of documents related to this Agreement.
- Section 8.11. Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of Illinois applicable to contracts made and to be performed entirely within such state, except the law of conflicts.
- **Section 8.12. Force Majeure.** GovTemps will not be responsible for failure or delay in assigning its Assigned Employee to Client if the failure or delay is caused by labor disputes and strikes, fire, riot, terrorism, acts of nature or of God, or any other causes beyond the control of GovTemps.

SECTION 9 DISPUTE RESOLUTION

- Section 9.01. Good Faith Attempt to Settle. The Parties will attempt to settle any dispute arising out of or relating to this Agreement, or the breach thereof, through good faith negotiation between the Parties.
- Section 9.02. Governing Law/Jurisdiction. If a dispute cannot be settled through good faith negotiation within thirty (30) days after the initial receipt by the allegedly offending party of written notice of the dispute, then the controversy or claim may be adjudicated by a federal or state court sitting in Cook County, Illinois. Venue and jurisdiction for any action under this Agreement is Cook County, Illinois. This Agreement and any amendments hereto will be governed by and construed in accordance with the laws of the State of Illinois.
- Section 9.03. Attorneys' Fees. The Parties agree that, in the event of litigation under this Agreement, each Party is liable for only those attorneys' fees and costs incurred by that Party.

SECTION 10 NOTICES

Section 10.01. Notices. All Notices given under this Agreement must be written and may be given by personal delivery, first class U.S. Mail, registered or certified mail return receipt requested, overnight delivery service, or electronic mail.

Notices will be deemed received at the earlier of actual receipt or three (3) days from mailing date. Notices must be sent to the Parties at their respective addresses shown below. A Party may change its address for notice by giving written notice to the other Party.

If to GovTemps:

GOVTEMPSUSA, LLC 630 Dundee Road Suite 130 Northbrook, Illinois 60062 Attention: Michael J. Earl Telephone: 224-261-8366

Electronic Mail: mearl@govhrusa.com

If to the Client:

WINNEBAGO COUNTY

404 Elm Street

Rockford, Illinois 61101

Attention: Frank Haney, County Board

Chairman

Telephone: 815-319-4225

Electronic Mail: fhaney@wincoil.us

[Signatures on following page]

IN WITNESS WHEREOF, the Parties executed this Agreement on the Effective Date, which is the date this Agreement is last signed by GovTemps.

| GOVTEMPSUSA, LLC, an Illinois limited liability company | |
|---|--|
| By Cadenartari Name: Joellen J. Cademartori Title: President and Co-Owner | |
| Effective Date: June 6,2020 | |
| | |
| CLIENT | |
| ByName: | |

EXHIBIT A Assigned Employee and Base Compensation

| ASSIGNED EMPLOYEE: Steve Chapman | |
|---|--|
| POSITION/ASSIGNMENT: Interim County Adn | ninistrator |
| POSITION TERM: June 6, 2020 – Augus | st 7, 2020 |
| Agreement may be extended for up to two addition | al months (October 2, 2020) with |
| mutual agreement of the Parties. Either party may t | erminate the agreement by providing two |
| weeks advance written notice. | |
| BASE COMPENSATION: \$92.82/hour (rate det | ermined by multiplying employee rate of |
| \$66.30 x 40% GovTemps fee). Hours per week wi | Il vary but are expected to average |
| 30-40/week. Assigned employee shall be paid only | for hours worked. Hours should be |
| reported via- email to payroll@govtempsusa.com o | on the Monday after the prior work week. The |
| Client will be invoiced every other week for hours | worked. |
| GOVTEMPSUSA, LLC: | CLIENT: |
| By: JG Cadenartor | By: |
| Date:5/15/2020 | Date: |

This Exhibit A fully replaces all Exhibits A dated prior to the Effective Date of this Agreement.

EXHIBIT B Summary of Benefits

Does Not Apply

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

SUBMITTED BY: PERSONNEL AND POLICIES COMMITTEE

| 2020 CR | | | |
|--|--|--|--|
| RESOLUTION REGARDING COMMUNICATION WITH THE CHICAGO ROCKFORD INTERNATIONAL AIRPORT DIRECTOR | | | |
| WHEREAS, on May, 2020, County Board Member Dorothy Redd received a communication from the Director of the Chicago Rockford International Airport; and | | | |
| WHEREAS, the communication sent to County Board Member Redd was inappropriate in subject matter and tone; and | | | |
| WHEREAS, the Winnebago County Board wishes to respond to the communication from the Director of the Chicago Rockford International Airport to County Board Member Redd in a letter substantially similar to that attached as Exhibit A to this resolution. | | | |
| NOW, THEREFORE, BE IT RESOLVED, by the County Board of the County of Winnebago, Illinois, that it authorizes the Winnebago County Clerk to obtain the signatures of County Board members on the letter substantially similar to that attached as Exhibit A to this resolution. | | | |
| BE IT FURTHER RESOLVED, that the Winnebago County Clerk is directed to send a copy of this resolution and the signed letter to Paul Cicero, Chairman of the Chicago Rockford International Airport Board and to all other members of the Chicago Rockford International Airport Board. | | | |
| BE IT FURTHER RESOLVED, that this Resolution shall be effective immediately upon its adoption. | | | |
| Respectfully submitted, Personnel and Policies Committee | | | |
| AGREE DISAGREE | | | |
| Dave Fiduccia, Chairman Dave Fiduccia, Chairman | | | |
| Angie Goral Angie Goral | | | |

| Joe Hoffm | an | Joe Hoffma | an |
|-------------|---|---------------------------------|---|
| Dave Kelle | ey | Dave Kelle | уу |
| Dorothy R | edd | Dorothy Re | edd |
| Jim Webst | er | Jim Webste | er |
| | PROVED this _ ard of the County | day of y of Winnebago, Illin | ois. 2020 by the |
| Attested by | 7. | | Frank Haney Chairman of the County Board of the County of Winnebago, Illinois |
| Attested by | · . | | |
| | now e County Board nty of Winnebago | o, Illinois | |
| Ayes: | Nays: | Absent: | |

(County Letterhead)

May 29, 2020

Mr. Paul Cicero Chairman Chicago Rockford International Airport Board 60 Airport Drive Rockford, IL 61109

Re: Communication with County Board Member Dorothy Redd

Mr. Cicero:

It is with great disappointment, and not a small amount of outrage, that the Winnebago County Board received the recent communication from Airport Director Mike Dunn to County Board Member Dorothy Redd. Ms. Redd is an elected official serving on a public body, and Mr. Dunn's demeaning and insulting language to her was, to say the least, inappropriate. Terms like "stupid" and "idiotic" have no place in the dialog of public governance. The County has always had a good relationship with the Airport Authority, and the County Board realizes that Mr. Dunn's communication to Ms. Redd is his opinion and not that of the Airport Authority Board.

The lack of respect Mr. Dunn showed Ms. Redd is not acceptable from anyone, much less someone who occupies the position he has with the Airport. Setting aside, for the moment, the disrespect he showed to a County Board Member, his comments are a poor reflection on the entity he leads. Ms. Redd obviously understands the meaning of being a public servant, and we encourage Mr. Dunn to learn the same. Mr. Dunn owes Ms. Redd and the entire County Board on which she serves an apology. In the future we hope that his speech and writings will be tempered with professionalism and respect.

Very truly yours,

(signatures)

cc: Airport Authority Board Members

