

OPERATIONS & ADMINISTRATIVE COMMITTEE AGENDA

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

DATE: THURSDAY, MAY 16, 2024
TIME: 5:30 PM

LOCATION: ROOM 303
COUNTY ADMINISTRATION BLDG
404 ELM STREET
ROCKFORD, IL 61101

AGENDA:

- A. Call to Order
- B. Roll Call
- C. Approval of Minutes – April 18, 2024
- D. Public Comment – This is the time we invite the public to address the Operations and Administrative Committee with issues and concerns. We ask you to limit your comments to three minutes. Personal attacks or inappropriate language of any sort will not be tolerated. We will allow a maximum of five speakers on a first come basis with sign up at the meeting. Speakers may not address zoning matters which are pending before the ZBA, the Zoning Committee or the County Board. Personnel matters or pending or threatened litigation may not be addressed in open session. An individual may speak a maximum of three times per calendar year on the same topic. This prohibition shall include the repetition of the same topic in a statement on what is purported to be a different topic. After acknowledgement by the chair, please stand and state your name. Thank you.
- E. Public Hearing for Authorizing Acceptance of Credit Cards by the Winnebago Regional Planning and Economic Development Department and Winnebago County Highway Department
- F. Resolution Authorizing Acceptance of Credit Cards by The Winnebago County Regional Planning and Economic Development Department and The Winnebago County Highway Department For Permitting Fees
- G. Resolution Awarding Payment Processing Services to Autoagent Data Solutions, LLC (MuniciPAY) For The Winnebago County Regional Planning And Economic Development Department And The Winnebago County Highway Department
- H. Resolution Awarding Bid for Joint Painting Services
- I. Resolution Awarding Bid for Joint Carpentry Services
- J. Discussion – Countywide Security Cameras & Integrator System

K. Discussion – Weekly Raffle Amounts

L. Future Agenda Items

M. Adjournment

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

Thursday, April 18, 2024
5:30 PM

Present:

Keith McDonald, **Chairperson**
Valerie Hanserd, **Vice Chairperson**
Paul Arena
John Butitta
Jaime Salgado
Michael Thompson

Others Present:

Patrick Thompson, County Administrator
Steve Schultz, Chief Financial Officer
Hope Edwards, Director, Purchasing (Staff Liaison)
Lafakeria Vaughn, State's Attorney's Office
Chris Dornbush, COO/Director of Development Services
Shawn Franks, Facilities
Jennifer Stacy, Administrator, Animal Services
Dan Magers, Chief Information Officer, IT Department
John Sweeney, County Board Member
Charlotte Hoss, SAO

Absent:

Joe Hoffman

AGENDA:

- A. Call to Order
- B. Roll Call
- C. Approval of Minutes – April 4, 2024
- D. Public Comment – This is the time we invite the public to address the Operations and Administrative Committee with issues and concerns. We ask you to limit your comments to three minutes. Personal attacks or inappropriate language of any sort will not be tolerated. We will allow a maximum of five speakers on a first come basis with sign up at the meeting. Speakers may not address zoning matters which are pending before the ZBA, the Zoning Committee or the County Board. Personnel matters or pending or threatened litigation may not be addressed in open session. An individual may speak a maximum of three times per calendar year on the same topic. This prohibition shall include the repetition of the same topic in a statement on what is purported to be a different topic. After acknowledgement by the chair, please stand and state your name. Thank you.
- E. Resolution to Approve Telecommunication Service Contract
- F. Resolution Awarding Purchase to Replace Domestic Hot Water Source at Juvenile Detention Center Using CIP PSST Funds
Cost: \$85,654
- G. Ordinance Amending Section 14-68 (Dogs Running At Large) of The Animal Control Ordinance of Winnebago County, Illinois
- H. Future Agenda Items
- I. Adjournment

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

Roll Call

Chairperson Keith McDonald yes, Paul Arena yes, John Butitta yes, Valerie Hanserd yes, Jaime Salgado yes, Michael Thompson yes.

Approval of Minutes – April 4, 2024

Motion: Chairperson McDonald. Second: Mr. Thompson.

Chairperson McDonald called for any discussion.

Motion passed by unanimous voice vote.

Public Comment

Chairperson McDonald read the Public Comment Section of the Agenda.

Public Speakers: John Small, Brian Small, Sergio Reyes, Dennis Bragelman, Leonard Humpal
The public comment speakers expressed concern for the removal of their dumpster on Toms Road, a private road maintained by the residents living on the road. The speakers asked for an exemption.

- Discussion followed.

Chairperson McDonald thanked the speakers for their input.

Resolution to Approve Telecommunication Service Contract

Motion: Chairperson McDonald. Second: Mr. Thompson.

Chairperson McDonald called for any discussion.

Motion passed by a majority voice vote. Ms. Hanserd was not present for the vote.

Resolution Awarding Purchase to Replace Domestic Hot Water Source at Juvenile Detention Center Using CIP PSST Funds

Cost: \$85,654

Motion: Chairperson McDonald. Second: Mr. Thompson.

Chairperson McDonald called for any discussion.

- Discussion followed.

Motion passed by a majority voice vote. Ms. Hanserd was not present for the vote.

Ordinance Amending Section 14-68 (Dogs Running At Large) of The Animal Control Ordinance of Winnebago County, Illinois

Motion: Chairperson McDonald. Second: Mr. Arena.

Chairperson McDonald called for any discussion.

- Discussion followed.

Motion to Amend: Mr. Butitta made a motion to amend the Ordinance under **Sec. 14-68. Dogs running at large.** - to add after “No person who is the owner of a dog shall cause or permit his dog to run at large in the unincorporated areas of”: *“Winnebago County onto other private property without property owners’ permission will be in violation.”*

Second: Chairperson McDonald.

- Discussion followed.

The motion to amend was withdrawn by Mr. Butitta. The second was withdrawn by Chairperson McDonald.

- Discussion followed.

Motion passed by unanimous voice vote.

Future Agenda Items

- Raffle Discussion.
- Roof Replacement.
- PSB Project Intent to Solicit to be publicized April 22, 2024.
- Boone County contributing to maintenance of detention building.

Motion to Adjourn

Chairperson McDonald called for a motion to adjourn the meeting.

Motion: Mr. Butitta. Second: Ms. Hanserd.

Motion passed by unanimous voice vote.

Respectfully submitted,

Nancy Bleile
Administrative Assistant

PUBLIC HEARING NOTICE

Before the Winnebago County Operations & Administrative Committee

Notice is hereby given that a Public Hearing will be held on Thursday, May 16, 2024 at 5:30 p.m. by the Operations & Administrative Committee at the County Administration Building, 404 Elm Street, Room 303, Rockford, IL 61101 for the purposes of accepting credit card payments for document recording services and other funds owed to the Winnebago County Regional Planning and Economic Development and County Highway Departments pursuant to 50 ILCS 345/1 et seq.

All interested parties are invited to attend the Public Hearing and will be given an opportunity to be heard. Written comments will also be accepted in person in the office of Regional Planning and Economic Development or by email at aspohr@rped.wincoil.gov through 4:00 p.m., Thursday, May 16, 2024.

By: County Director of Community Development and County Engineer

LOCALiQ

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AFFIDAVIT OF PUBLICATION

Melinda Macias
Winnebago County Purchasing Dept.
404 Elm ST # 202
Rockford IL 61101-1245

STATE OF ILLINOIS, COUNTY OF WINNEBAGO


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That the attached or annexed was published in the issue dated:

05/02/2024

and that the fees charged are legal.

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PUBLIC HEARING NOTICE

Before the Winnebago
County Operations & Admin-
istrative Committee

Notice is hereby given that a
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on Thursday, May 16, 2024 at
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at the County Administration
Building, 404 Elm Street,
Room 303, Rockford, IL 61101
for the purposes of accepting
credit card payments for
document

recording services and other
funds owed to the Winnebago
County Regional Planning
and Economic Development
and County Highway Depart-
ments pursuant to 50 ILCS
345/1 et seq.

All interested parties are
invited to attend the Public
Hearing and will be given an
opportunity to be heard.
Written comments will also
be accepted in person in the
office of Regional Planning
and Economic Development
or by email at
aspohr@rped.wincoil.gov
through 4:00 p.m., Thursday,
May 16, 2024.

By: County Director of
Community Development
and County Engineer



Resolution Executive Summary

Committee Date: Thursday, May 16, 2024

Committee: Operations & Administrative

Prepared By: Chris Dornbush

Document Title: Resolution Authorizing Acceptance Of Credit Cards By The Winnebago County Regional Planning And Economic Development Department And The Winnebago County Highway Department For Permitting Fees

Board Meeting Date: Thursday, May 23, 2024

Budget Information:

Budgeted? Yes	Amount Budgeted?
If not, originally budgeted, explain the funding source?	
If ARPA or CIP funded, original Board approved amount? NA	
Over or Under approved amount? NA	By: \$
If ARPA funded, was it approved by Baker Tilly? N/A	
ORG/OBJ/Project Codes:	Descriptor:
Budget Impact?	

Background Information:

Winnebago County Regional Planning & Economic Development Department (RPED) and Highway Department both process permits related to their area of specialty. As a convenience to customers the accepted credit cards can allow for improved customer service through the online portal that's part of Brightly Software (permitting) that has been implemented in 2024. To be able to accept credit card payments, the County Board must authorize it. There are no ongoing fees associated with the licensing or implementation for the County. The company does add on a processing fee in addition to permit cost that is covered by the user/applicant, not the County.

Recommendation:

Administration supports this credit card vendor, which can be implemented into the permitting software for more convenience to citizens/contractors needing permits and lessen risk to the County.

Contract/Agreement:

Yes

Legal Review:

Yes

Follow-Up:

Staff can follow-up with any questions that the Committee or entire Board may have.

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

2024 CR _____

SUBMITTED BY: OPERATIONS AND ADMINISTRATIVE COMMITTEE

**RESOLUTION AUTHORIZING ACCEPTANCE OF CREDIT CARDS BY THE
WINNEBAGO COUNTY REGIONAL PLANNING AND ECONOMIC DEVELOPMENT
DEPARTMENT AND THE WINNEBAGO COUNTY HIGHWAY DEPARTMENT
FOR PERMITTING FEES**

WHEREAS, the County of Winnebago, Illinois (County) and its' Regional Planning and Economic Development and County Highway Departments are authorized under the Local Governmental Acceptance of Credit Cards Act (Act) (50 ILCS 345/1 *et seq.*), to accept the payment of funds for any purpose authorized by credit card; and

WHEREAS, for such purpose the Act requires that the local governmental entity first hold a public hearing, following proper legal notice, of its intent to allow payment by credit cards and the types of authorized obligations for which credit card payment will be allowed; and

WHEREAS, the Regional Planning and Economic Development and County Highway Departments would like to continue providing customers with convenient options for making payments for permitting services; and

WHEREAS, in compliance with the Act, the Operations and Administrative Committee has conducted the required public hearing to solicit public comment regarding the request to accept credit card payments; and

WHEREAS, the Regional Planning and Economic Development and County Highway Departments requests the Winnebago County Board approve the acceptance of credit cards for the payment of all funds owed to the Regional Planning and Economic Development and County Highway Departments for permitting services; and

WHEREAS, the Operations and Administrative Committee concurs with this request for acceptance of credit cards and recommends approval by the Winnebago County Board.

THEREFORE, BE IT RESOLVED, that the County Board of the County of Winnebago, Illinois, pursuant to 50 ILCS 345/1 *et seq.*, hereby authorizes the acceptance of credit cards for the payment of funds owed to the Winnebago County Regional Planning and Economic Development and County Highway Departments for permitting services and for any purpose authorized by credit card.

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 hereby directed to prepare and deliver certified copies of this Resolution to the County Administrator, County Finance Director, County Chief Operations Officer, County Community Development Director, County Highway Engineer, and County Auditor.

Respectfully submitted,
OPERATIONS AND ADMINISTRATIVE COMMITTEE

AGREE

DISAGREE

Keith McDonald, Chair

Keith McDonald, Chair

Valerie Hanserd, Vice Chair

Valerie Hanserd, Vice Chair

Paul Arena

Paul Arena

John Butitta

John Butitta

Joe Hoffman

Joe Hoffman

Jaime Salgado

Jaime Salgado

Michael Thompson

Michael Thompson

The above and foregoing Resolution was adopted by the County Board of the County of Winnebago, Illinois this ____ day of _____, 2024.

ATTEST:

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

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



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LOCAL GOVERNMENT

(50 ILCS 345/) Local Governmental Acceptance of Credit Cards Act.

(50 ILCS 345/1)

Sec. 1. Short title. This Act may be cited as the Local Governmental Acceptance of Credit Cards Act.

(Source: P.A. 90-518, eff. 8-22-97.)

(50 ILCS 345/10)

Sec. 10. Definitions.

"Authorized obligation" means, in connection with a county, city, town, or other similar form of local municipal government, any fine, fee, charge, tax, or cost imposed by, owing to, or collected by or on behalf of a unit of local government. In connection with a community college district, "authorized obligation" means tuition costs, books, charges for meals, and other education or college-related fines, fees, charges, or costs imposed upon or incurred by students or pupils.

"Credit card" means an instrument or device, whether known as a credit card, bank card, charge card, debit card, automated teller machine card, secured credit card, smart card, electronic purse, prepaid card, affinity card, or by any other name, issued with or without fee by an issuer for the use of the holder to obtain credit, money, goods, services, or anything else of value.

(Source: P.A. 90-518, eff. 8-22-97.)

(50 ILCS 345/15)

Sec. 15. Local government credit card acceptance program.

(a) Any unit of local government and any community college district that has the authority to accept the payment of funds for any purpose is authorized, but not required, to accept payment by credit card.

(b) This Act shall be broadly construed to authorize, but not require, acceptance of credit card payments by all units of local government and community college districts.

(c) This Act authorizes the acceptance of credit card payments for all types of authorized obligations.

(d) This Act does not limit the authority of clerks of court to accept payment by credit card pursuant to the Clerks of Courts Act or the Unified Code of Corrections.

(e) A local governmental entity may not receive and retain, directly or indirectly, any convenience fee, surcharge, or other fee in excess of the amount paid in connection with the credit card transaction. In addition, a financial institution or service provider may not pay, refund, rebate, or return, directly or indirectly, to a local governmental entity for final retention any portion of a surcharge, convenience fee, or other fee paid in connection with a credit card transaction. (Source: P.A. 102-558, eff. 8-20-21.)

(50 ILCS 345/20)

Sec. 20. Election by local governmental entities to accept credit cards.

(a) The decision whether to accept credit card payments for any particular type of obligation shall be made by the governing body of the local governmental entity that has general discretionary authority over the manner of acceptance of payments. The governing body may adopt reasonable rules governing the manner of acceptance of payments by credit card. Except as provided in subsection (b) of Section 20-25 of the Property Tax Code, no decision to accept credit card payments under this Act shall be made until the governing body has determined, following a public hearing held not sooner than 10 nor later than 30 days following public notice of the hearing, that the acceptance of credit card payments for the types of authorized obligations specified in the public notice is in the best interests of the citizens and governmental administration of the local governmental entity or community college and of the students and taxpayers thereof.

(b) The governing body of the entity accepting payment by credit card may enter into agreements with one or more financial institutions or other service providers to facilitate the acceptance and processing of credit card payments. Such agreements shall identify the specific services to be provided, an itemized list of the fees charged, and the means by which each such fee shall be paid. Such agreements may include a discount fee to cover the costs of interchange, assessments and authorizations, a per item processing fee for the service provider, and any other fee, including a payment of a surcharge or convenience fee, that may be applicable to specific circumstances. Any agreement for acceptance of payments by credit cards may be canceled by the governmental entity upon giving reasonable notice of intent to cancel.

(c) An entity accepting payments by credit card may pay amounts due a financial institution or other service provider by (i) paying the financial institution or other service provider upon presentation of an invoice or (ii) allowing the financial institution or other service provider to withhold the amount of the fees from the credit card payment. A discount or processing fee may be authorized whenever the governing body of the entity determines that any reduction of revenue resulting from the discount or processing fee will be in the best interest of the entity. Items that may be considered in making a determination to authorize the payment of fees or the acceptance of a discount include, but are not limited to, improved governmental cash flows, reduction of governmental overhead, improved governmental financial security, a combination of these items, and the benefit of increased public convenience. No payment to or withheld by a financial institution or other service provider may exceed the amounts authorized under subsection (b) of Section 25.

(d) Unless specifically prohibited by an ordinance or rule adopted by the governing body of the local governmental entity,

a person may pay multiple tax bills in a single transaction.
(Source: P.A. 96-1248, eff. 7-23-10.)

(50 ILCS 345/25)

Sec. 25. Payment of fees by cardholders.

(a) The governing body of a local governmental entity authorizing acceptance of payment by credit card may, but is not required to, impose a convenience fee or surcharge upon a cardholder making payment by credit card in an amount to wholly or partially offset, but in no event exceed, the amount of any discount or processing fee incurred by the local governmental entity. This convenience fee or surcharge may be applied only when allowed under the operating rules and regulations of the credit card involved. When a cardholder elects to make a payment by credit card to a local governmental entity and a convenience fee or surcharge is imposed, the payment of the convenience fee or surcharge shall be deemed voluntary by the person and shall not be refundable.

(b) No fee, or accumulation of fees, that exceeds the lesser of \$20 or 5% of the principal amount charged may be imposed in connection with the issuance of any license, sticker, or permit, or with respect to any other similar transaction. No fee, or accumulation of fees, that exceeds the lesser of \$5 or 5% of the transaction involved may be imposed in connection with the payment of any fine. No fee, or accumulation of fees, in excess of the lesser of \$40 or 3% of the principal amount charged may be imposed in connection with the payment of any real estate or other tax.

(c) Notwithstanding the provisions of subsection (b), a minimum fee of \$1 may be imposed with respect to any transaction.

Notwithstanding the provisions of subsection (b), a fee in excess of the limits in subsection (b) may be imposed by a local governmental entity on a transaction if (i) the fee imposed by the local governmental entity is no greater than a fee charged by the financial institution or service provider accepting and processing credit card payments on behalf of the local governmental entity; (ii) the financial institution or service provider accepting and processing the credit card payments was selected by competitive bid and, when applicable, in accordance with the provisions of the Illinois Procurement Code; and (iii) the local governmental entity fully discloses the amount of the fee to the cardholder.

(Source: P.A. 92-114, eff. 1-1-02.)

(50 ILCS 345/30)

Sec. 30. Relief from underlying obligation. A person who makes a payment by credit card to a local governmental entity shall not be relieved from liability for the underlying obligation except to the extent that the local governmental entity realizes final payment of the underlying obligation in cash or the equivalent. If final payment is not made by the credit card issuer or other guarantor of payment in the credit card transaction, then the underlying obligation shall survive and the local governmental entity shall retain all remedies for enforcement that would have applied if the credit card transaction had not occurred. A person making payment by credit card is not liable for any discount or fee paid to a credit card issuer or other party by a local governmental entity.

(Source: P.A. 90-518, eff. 8-22-97.)

(50 ILCS 345/35)

Sec. 35. Liability of local governmental employees. A local governmental employee who accepts payment by credit card in

accordance with this Act and any applicable rules shall not incur personal liability for the final collection of the payment.

(Source: P.A. 90-518, eff. 8-22-97.)

(50 ILCS 345/95)

Sec. 95. (Amendatory provisions; text omitted).

(Source: P.A. 90-518, eff. 8-22-97; text omitted.)

(50 ILCS 345/99)

Sec. 99. Effective date. This Act takes effect upon becoming law.

(Source: P.A. 90-518, eff. 8-22-97.)

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Resolution Executive Summary

Committee Date: Thursday, May 16, 2024

Committee: Operations & Administrative

Prepared By: Chris Dornbush

Document Title: Resolution Awarding Payment Processing Services To Autoagent Data Solutions, LLC (MuniciPAY) For The Winnebago County Regional Planning And Economic Development Department And The Winnebago County Highway Department

Board Meeting Date: Thursday, May 23, 2024

Budget Information:

Budgeted? Yes	Amount Budgeted?
If not, originally budgeted, explain the funding source?	
If ARPA or CIP funded, original Board approved amount? NA	
Over or Under approved amount? NA	By: \$
If ARPA funded, was it approved by Baker Tilly? N/A	
ORG/OBJ/Project Codes:	Descriptor:
Budget Impact?	

Background Information:

Winnebago County Regional Planning & Economic Development Department (RPED) and Highway Department (HWY) both process permits related to their area of specialty. September 7, 2023 both RPED and HWY awarded a bid for implementing new permitting software (Brightly) to assist with customer convenience. Autoagent (MuniciPAY), founded in 2001, offers an online portal that can be integrated into this Brightly software. MuniciPay services over 3,500 counties, 25 being within Illinois, inclusive of the Winnebago County Treasurer already utilizing MassPay Escrow Reporting & Payment Portal for over 12 years and being pleased with their services. Implementation is expected to take 2-3 weeks with a rate of 2.29% or \$2.00 minimum per transaction. Payment types currently include; credit card (Visa, MasterCard, Discover, AMEX, Apple/Google/Samsung Pay), debit card, eCheck, Apple Pay, and Samsung Pay. They are expecting to be able to process PayPal and Venmo soon.

Recommendation:

Administration supports this credit card vendor, which can be implemented into the permitting software for more convenience to citizens/contractors needing permits and lessen risk to the County.

Contract/Agreement:

Yes

Legal Review:

Yes

Follow-Up:

Staff can follow-up with any questions that the Committee or entire Board may have.

Regional Planning & Economic Development Department

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

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

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

2024 CR _____

SUBMITTED BY: OPERATIONS AND ADMINISTRATIVE COMMITTEE

**RESOLUTION AWARDING PAYMENT PROCESSING SERVICES TO AUTOAGENT
DATA SOLUTIONS, LLC (MUNICIPAY) FOR THE WINNEBAGO COUNTY REGIONAL
PLANNING AND ECONOMIC DEVELOPMENT DEPARTMENT AND THE WINNEBAGO
COUNTY HIGHWAY DEPARTMENT**

WHEREAS, the County of Winnebago, Illinois (County) and its' Regional Planning and Economic Development (RPED) and Highway (HWY) Department's issue permits relating to their areas of specialty in the County; and

WHEREAS, RPED and HWY contracted into an agreement for new permitting software in late summer of 2023 and are seeking to make permitting more convenient to users by providing an online portal in addition to being able to have a payment terminal(s) within the office to process payments for permitting; and

WHEREAS, RPED and HWY would like to continue providing customers with convenient options for making payments for permitting services and will need to have a merchant vendor that is compatible with Brightly Software, Inc (Brightly), software; and

WHEREAS, Winnebago County received 4 responses from the Request For Proposal Payment Processing Services (24P-2342); and

WHEREAS, AutoAgent Data Solutions, LLC (MuniciPAY) was one of the companies who responded, has existed since 2001 and has established themselves as an electronic payment processing company that focuses on the government sector by providing services to 3,500 counties in the United States and 25 within Illinois; and

WHEREAS, MuniciPAY can provide an interface with Brightly software that will allow the RPED and HWY to improve customer service; and

WHEREAS, the Operations and Administrative Committee concurs with this request for awarding payment processing services to Autoagent Data Solutions, LLC (MuniciPAY) and recommends approval by the Winnebago County Board.

NOW, THEREFORE, BE IT RESOLVED, by the County Board of the County of Winnebago, Illinois, that Joseph V. Chiarelli, the Winnebago County Board Chairman, is authorized and directed to, on behalf of the County of Winnebago, to enter and sign the

documents necessary for payment processing services with Autoagent (MuniciPAY), which shall be in substantially the same form as attached hereto as, **EXHIBIT A**.

BE IT FURTHER RESOLVED, that this Resolution shall be in full force and effect immediately upon its adoption, however that money transactions with Autoagent (MuniciPAY) shall not begin any sooner than June 24, 2024.

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 County Administrator, County Finance Director, County Chief Operating Officer, County Community Development Director, County Highway Engineer, and County Auditor.

Respectfully submitted,
OPERATIONS AND ADMINISTRATIVE COMMITTEE

AGREE

DISAGREE

Keith McDonald, Chair

Keith McDonald, Chair

Valerie Hanserd, Vice Chair

Valerie Hanserd, Vice Chair

Paul Arena

Paul Arena

John Butitta

John Butitta

Joe Hoffman

Joe Hoffman

Jaime Salgado

Jaime Salgado

Michael Thompson

Michael Thompson

The above and foregoing Resolution was adopted by the County Board of the County of Winnebago, Illinois this _____ day of _____, 2024.

ATTEST:

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

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

EXHIBIT A

AGREEMENT:

The Implementation, Hosting and Maintenance of the Online Payment Portal Solution known as "MuniciPay"

Prepared for:

Winnebago County, IL.

AGREEMENT

This AGREEMENT (the "Agreement") is made and entered into as of _____ (the "Effective Date"), by and between Autoagent Data Solutions, LLC and its affiliates (hereinafter, "Company"), a Delaware corporation, maintaining its principal place of business at 433 Plaza Real, Suite 275, Boca Raton, FL 33432, and Winnebago County, IL (hereinafter, "Merchant"), a government agency maintaining its principal place of business at 404 Elm Street, Rockford, IL 61101.

1. **SERVICE:** Company shall make the online payment portal solution known as "MuniciPay" ("MuniciPay") available to Merchant at no cost to Merchant subject to the terms and conditions set out in this Agreement. Merchant agrees to utilize MuniciPay as the exclusive online and in-person payment processing solution for the Department and Payment Types as listed in Section 4 below. Merchant agrees to cease its use of any other solution that may violate this provision as soon as practical but in no event more than 91 days after the Effective Date of this Agreement.
2. **TERM:** This Agreement shall be in effect for a period of two (2) years from the Effective Date and shall be renewed automatically for successive one (1) year terms thereafter unless either party provides not less than sixty (60) days' written notice of its intent not to renew.
3. **TERMINATION:** Either party may terminate this Agreement at any time during the term or any renewal term upon the occurrence or any one or more of the following:
 - a. Either party may terminate this Agreement for any reason by providing written notice to the other party to such effect at least sixty (60) days prior to the effective date of termination. Upon termination of this Agreement, the parties will abide by industry security standards as to the security of cardholder data. The effective date of termination will be the date the notice is received by the Company or the date stated in the notice, whichever is later. No costs incurred after the effective date of the termination are allowed. No amount of compensation is permitted for anticipated profits on unperformed services.
 - b. A violation of the exclusivity provision of Section 1, above, by the other party that remains uncured more than ten (10) business days after the party's receipt of written notice thereof;
 - c. A breach of any other material provision of this Agreement by the other party that remains uncured more than ten (10) business days after the party's receipt of written notice thereof; and
 - d. The other party's failure to pay any amount owed under this Agreement for more than ten (10) business days after the date such amount is due to be paid.
4. **DEPARTMENT AND PAYMENT TYPES:** Merchant shall use Municipay for the following payment transactions ("Payment Transactions"):
 - Regional Planning and Economic Development Department (Building / Planning / Zoning)
 - Development Applications
 - Permits
 - Highway Department
5. **SERVICE FEES:** There are no service fees (hereinafter, "Fees") to be paid to Company by Merchant associated with its use of the MuniciPay solution. Rather, Company shall collect Fees from end users of the MuniciPay solution ("Payers"). Payers are individuals or entities who make Payment Transactions to Merchant using MuniciPay.

The Fees that Company may collect from Payers are as follows:

- Regional Planning and Economic Development Department (Building / Planning / Zoning)
 - Electronic Checks / ACH: \$0.00
 - Debit Cards / Credit Cards: 2.29% with a \$2.00 minimum
- Highway Department
 - Electronic Checks / ACH: \$0.00
 - Debit Cards / Credit Cards: 2.29% with a \$2.00 minimum

6. **MUNICIPAY PLATFORM AVAILABILITY:** Company shall make the MuniPay solution available to Merchant 7 days a week, 24 hours a day with availability equal to or in excess of 99% per month, excluding scheduled maintenance windows. Company shall notify the County by e-mail of the upcoming scheduled maintenance, especially if outages are a possibility.
7. **PROGRAMMING:** Company shall not have access to any computer hardware of the Merchant. Company shall perform all programming and customization for Merchant within the MuniPay solution.
8. **BILLING DATA DELIVERY:** If Merchant's use of the MuniPay solution requires the provision of updated billing information, Merchant agrees to supply updated billing data to Company a minimum once per business day during the billing cycles, either directly or through Merchant's Integrated Software Vendor. Merchant will post its transactions either by daily batch or, if available, by real-time API.
9. **IN-PERSON DEVICES:** Company shall provide the following devices to Merchant on the terms specified below:
 - Three (3) IDTech Chip Reader EMV device(s) -- free of charge (normally \$229/each retail price) ¹
 - Merchant may purchase additional devices at Company's then-current pricing at the time of purchase
 - All devices will have a one-year warranty
10. **MAINTENANCE AND HOSTING; USE:** Company will host and maintain the MuniPay solution as part of its service. The Merchant shall not be responsible for any expenditures that Company may incur in relation to the hosting and maintaining the MuniPay solution.
11. **CUSTOMER SERVICE:** Merchant will be responsible for customer service regarding the primary transaction, including general questions, voids, returns, and refunds. Company will support Merchant and communicate directly with Payers regarding escalated issues that cannot be handled by Merchant's staff. Company will be responsible for customer service regarding the service Fee transaction.
12. **MERCHANT'S PAYMENT OBLIGATIONS:** Merchant understands and agrees that it shall be responsible for any chargebacks or returns of transactions processed through the MuniPay solution (excluding service Fee transactions). Merchant agrees to pay to Company, promptly upon notice from Company but in no event more than ten (10) business days after Merchant's receipt of written notice thereof, any such chargeback or return amounts, as well as any fines, fees, penalties or other amounts incurred by Company and caused by or resulting from Merchant's violation of applicable law or regulations, or rules of the payment card networks (e.g., Visa, Mastercard, American Express, Discover, etc.).
13. **PCI COMPLIANCE:** Each of the parties hereto agrees to comply with applicable requirements of PCI DSS throughout the term of this Agreement.
14. **OWNERSHIP AND LICENSE:** Merchant shall have no ownership of the MuniPay solution, including any modifications made thereto. Any and all intellectual property developed and compiled by Company pursuant to this Agreement shall be the sole property of Company. Merchant agrees to use the MuniPay solution only for processing payments as contemplated by this Agreement. Merchant shall not copy, reproduce, decompile/recompile, or reconstruct the MuniPay solution, and shall not use the MuniPay solution for any unlawful or improper purpose or otherwise misuse the MuniPay solution. Merchant shall not allow any person or entity other than Merchant and its authorized personnel to use the MuniPay solution to accept payments.
15. **NOTICES:** Notices provided in association with this Agreement shall be provided in writing to the address of the parties first set forth above. All such notices shall be deemed duly given if hand delivered or if deposited in the United States mail, postage prepaid, registered or certified, return receipt requested. Refusal to accept delivery has the same effect as receipt.

¹ For devices provided free of charge, Merchant agrees:

- If the Agreement is terminated prior to its full term, Merchant shall pay Company the retail price specified above for the devices.
- Within ten (10) business days following termination or expiration of the Agreement, Merchant shall return any free devices to Company. For any devices that are not timely returned to Company, Merchant shall pay Company the retail price specified above.

16. **GOVERNING LAW AND JURISDICTION:** This Agreement shall be governed by and construed under the laws of the State of Illinois. The Company irrevocably agrees that, subject to the Merchant's sole and absolute election to the contrary, any action or proceeding in any way, manner or respect arising out of this Agreement, or arising from any dispute or controversy arising in connection with or related to the Agreement, shall be litigated only in courts within the Circuit Court of Winnebago County, State of Illinois, and the Company consents and submits to the jurisdiction thereof. In accordance with these provisions, the Company waives any right it may have to transfer or change the venue of any litigation brought against it by the Merchant pursuant to this Agreement.

17. **NON-APPROPRIATION:** Notwithstanding any other provision of this Agreement, all obligations of the Merchant under this Agreement which require the expenditure of funds are conditioned on the availability of funds appropriated for that purpose. Merchant shall have the right to terminate this Agreement for non appropriation with thirty (30) days written notice without penalty or other cost.

18. **INDEMNITY:** Company agrees to indemnify and hold harmless the Merchant for and against any loss or expense incurred by the Merchant that is caused by the Company's gross negligence or willful misconduct. Merchant agrees to indemnify and hold harmless the Company for and against any loss or expense incurred by the Company that is caused by the Merchant's gross negligence or willful misconduct.

ACCEPTANCE

The undersigned execute the foregoing agreement by placing their signatures below as of the Effective Date.

FOR THE MERCHANT:Company: Winnebago County, Illinois
GovernmentName: Joseph V. Chiarelli

Signature: _____

Title: Chairman of the Board of
Winnebago County, IllinoisAddress: 404 Elm StreetRockford, IL 61101**FOR AUTOAGENT:**Company: Autoagent Data Solutions, LLCName: Stacy Hunt

Signature: _____

Title: VP of Business DevelopmentAddress: 433 Plaza Real, Suite 275Boca Raton, FL 33432



Winnebago County - Purchasing Department

404 Elm Street Room 202

Rockford, Illinois 61101

(815)319-4380 Purchasing@purchasing.wincoil.gov

REQUEST FOR PROPOSALS	24P-2342	ISSUE DATE	2/29/24
RFP TITLE	PAYMENT PROCESSING SERVICES		
RFP DUE DATE	3/29/24	DUE TIME (CST)	11:00 AM
SUBMIT 6 PAPER COPIES, PLUS 1 MEMORY STICK		BOND REQUIRED	NONE

The County of Winnebago, Illinois, hereby solicits qualified and interested firms to submit proposals for **Payment Processing Services** for the Planning/Zoning and Highway Departments.

Proposals must be delivered by the date and time listed under **Schedule of Events** to:

Winnebago County Purchasing Department
404 Elm Street - Room 202 Rockford, IL 61101

OVERVIEW OF THE COUNTY OF WINNEBAGO:

The County of Winnebago is a unit of local government in the State of Illinois with a current population of almost 300,000 as estimated by the US Census Bureau, within its 519 square miles. It is the 7th most populous County in Illinois. The governing body is the County Board, which is comprised of twenty members. The County has eighteen (18) constructed facilities in various locations totaling approximately 1,684,230 SF.

GENERAL REQUIREMENTS

This is a County Request for Proposals. Proposals will be opened and evaluated in private and submittal information will be kept confidential until a final selection is made.

SUBMISSION DATE AND TIME

No later than 11:00 a.m. (CST) on March 29, 2024— Proposals received after the submittal time will be rejected. (Refer to Schedule of Events)

CONTRACT TERM

The term of this contract will be for two (2) years with three (3) additional one-year renewal options.

SCHEDULE OF EVENTS

2/29/24	RFP Solicitation is made available on our website wincoil.gov
3/8/24	Questions emailed to purchasing@purchasing.wincoil.gov by 2:00 PM
3/13/24	Questions answered via Addendum sent and posted on website by 12:00 PM
3/29/24	RFP submittals due by 11:00 AM

CONTACT PERSON: Hope Edwards, Director of Purchasing – purchasing@purchasing.wincoil.gov

Any communication regarding this invitation between the date of issue and date of award is required to go through a contact listed above. Unauthorized contact with other County Offices or employees is strictly forbidden and may result in disqualification of Responder’s Proposal.

Clarification and/or Questions shall be submitted by email to purchasing@purchasing.wincoil.gov and no later than the question deadline indicated in the **Schedule of Events**.

All proposals are subject to staff analysis. The County reserves the right to accept or reject any and all proposals received, and waive any and all technicalities.

Please review this document carefully.

SECTION ONE: GENERAL CONDITIONS

AMERICANS WITH DISABILITIES ACT

The Proposer will comply with all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 USC 12101-12213) and all applicable Federal Regulations under the Act, including 28 CFR Parts 35 and 36.

CANCELLATION

The County of Winnebago reserves the right to cancel any Contract in whole or in part without penalty due to failure of the Proposer to comply with terms, conditions and specifications of their awarded Contract.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

The Proposer certifies, by submission of this Proposal or acceptance of this Contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. It further agrees by submitting this Proposal that it will include this clause without modification in all lower tier transactions, solicitations, proposals, Contracts, and Subcontracts. Where the Proposer or any lower tier participant is unable to certify to this statement, it shall attach an explanation in their proposal response.

Additionally, for all new Proposer's and Proposer's to be paid, the Purchasing Department will review the Federal and State Excluded Parties List System prior to requesting the Proposer be created in our accounting system.

COMPLIANCE WITH LAWS

All services, work and materials that in any manner affect the production, sale, or payment for the product or service contained herein must comply with all Federal, State, County and Municipal laws, statutes, regulations, codes, ordinances and executive orders in effect now or later and whether or not they appear in this document, including those specifically referenced herein. The successful Proposer must be authorized to do business in the State of Illinois, and must be able to produce a Certificate of Good Standing with the State of Illinois upon request.

The Proposer must obtain all licenses, certificates and other authorizations required in connection with the performance of its obligations hereunder, and Proposer must require any and all Subcontractors to do so. Failure to do so is an event of disqualification and/or default and may result in the denial of this Proposal and/or termination of this Agreement.

In the event Federal or State funds are being used to fund this Contract, additional certifications, attached as addenda, will be required. Lack of knowledge on the part of the Proposer/Composer will in no way be cause for release of this obligation. If the County becomes aware of violation of any laws on the part of the Proposer, it reserves the right to reject any Proposal, cancel any Contract and pursue any other legal remedies deemed necessary.

COST OF THE PROPOSAL

Expenses incurred in the preparation of Proposals in response to this RFP is the Proposer's sole responsibility. There is no expressed or implied obligation by the County to reimburse any individual or firm for any costs incurred in preparing or submitting Proposals, providing additional information when requested by the County, or for participating in any selection interviews.

DISPUTES

In case of disputes as to whether or not an item or service quoted or delivered meet specifications, the decision of the Director of Purchasing, or authorized representative, shall be final and binding to all parties.

FREEDOM OF INFORMATION

Any responses and supporting documents submitted in response to a Proposal will be subject to disclosure under the Illinois Freedom of Information Act. The County will assume that all information provided in a Proposal is open to inspection or copying by the public unless clearly marked with the appropriate exception that applies under the Freedom of Information Act.

Additionally, if providing documents that you believe fall under an exception to the Freedom of Information Act, please submit both an un-redacted copy along with a redacted copy which has all portions redacted that you deem to fall under a Freedom of Information Act exception.

INDEMNITY

The Proposer shall, at all times, fully indemnify, hold harmless, and defend Winnebago County and their officers, agents, and employees from and against any and all claims and demands, actions, causes of action, and cost and fees of any character whatsoever made by anyone whomsoever on account of or in any way growing out of the performance of this Contract by the Proposer and its employees, or because of any act or omission, neglect or misconduct of the Proposer, its employees and agents or its Subcontractors including, but not limited to, any claims that may be made by the employees themselves for injuries to their person or property or otherwise, and any claims that may be made by the employees themselves or by the Illinois Department of Labor for the Proposer's violation of the Illinois Prevailing Wage Act (820 ILCS 130/1 et seq.).

Such indemnity shall not be limited by reason of the enumeration of any insurance coverage or bond herein provided. Nothing contained herein shall be construed as prohibiting Winnebago County and their officers, agents, or its employees, from defending through the selection and use of their own agents, attorneys and experts, any claims, actions or suits brought against them.

The Proposer shall likewise be liable for the cost, fees and expenses incurred in Winnebago County's or the Proposer's defense of any such claims, actions, or suits. The Proposer shall be responsible for any damages incurred as a result of its errors, omissions or negligent acts and for any losses or costs to repair or remedy construction as a result of its errors, omissions or negligent acts.

NON-COLLUSION

The Proposer, by its officers, agents or representatives present at the time of filing this RFP, say that neither they nor any of them, have in any way directly or indirectly, entered into any arrangement or agreement with any other Proposer's, or with any public officer of the County of Winnebago, Illinois, whereby, the Proposer has not paid or is to pay to such Proposer or public officer any sum of money, anything of value or has not directly or indirectly entered into any arrangement or agreement with any other Proposer(s). Whereby, no inducement of any form or character other than that which appears upon the face of the RFP will be suggested, offered, paid or delivered to any person whomsoever to influence the acceptance of the said RFP or understanding of any kind whatsoever, with any person whomsoever to pay, deliver to, or share with any other person in any way or manner, any of the proceeds on the Contract sought by this RFP.

PROMPT PAYMENT ACT

The Proposal should provide that all payments are subject to Local Governmental Prompt Payment Act.

PROTEST

Firms wishing to protest any RFP and/or awards shall notify the Director of Purchasing in writing within five (5) calendar days after the RFP due date/opening. The notification should include the RFP number, the name of the firm protesting and the reason why the firm is protesting the RFP. The Director of Purchasing will respond to the protest within five (5) calendar days.

RESERVATION OF RIGHTS

Winnebago County reserves the right to reject any or all Proposals failing to meet the County specifications or requirements and to waive technicalities. If, in the County’s opinion, the lowest Proposal is not the most responsible Proposal, considering value received for monies expended, the right is reserved to make awards as determined solely by the judgment of the County. Intangible factors, such as the Proposer’s reputation and past performance, will also be weighed.

The Proposer’s failure to meet the mandatory requirements of the RFP will result in the disqualification of the Proposal from further consideration.

Winnebago County further reserves the right to reject all Proposals and obtain goods or services through intergovernmental or cooperative agreements, or to issue a new and revised RFP. The County reserves the right to award to more than one vendor.

Submission of a Proposal confers no rights on the Proposer to a selection or to a subsequent Contract. All decisions on compliance, evaluation, terms and conditions shall be made solely at Winnebago County’s discretion and shall be made in the best interest of the County.

TERMINATION, CANCELLATION AND DAMAGES

The County may terminate based on the Proposer’s breach or default. Unless the breach or default creates an emergency, as determined in the County’s sole discretion, the Proposer shall be given notice and a five (5) day opportunity to cure before the termination becomes effective.

If the County terminates this Contract because of the Proposer’s breach or default, the County shall have the right to purchase items or services elsewhere and to charge the Proposer any additional cost incurred, including but not limited to the cost of cover, incidental and consequential damages and the cost of re-bidding. The County may offset these additional costs against any sums otherwise due to the Proposer under this Proposal or any unrelated Contract. Winnebago County may terminate any Contract or agreement resulting from this RFP at any time for any reason by giving at least thirty (30) days’ notice in writing to awarded Proposer. If the Contract is terminated by the County as provided herein, the Proposer will be paid a fair payment as negotiated with the County for the work completed as of the date of termination.

PROPOSER’S RESPONSIBILITY FOR SERVICES PROPOSED

The Proposer must thoroughly examine and will be held to have thoroughly examined and read the entire RFP document. Failure of Proposer’s to fully acquaint themselves with existing conditions or the amount of work involved will not be a basis for requesting extra compensation after the award of a Contract.

WITHDRAWAL OF PROPOSALS

Proposals may be modified or withdrawn by an authorized representative of the Proposer or by formal written notice prior to the final due date and time specified for Proposal submission. Submitted Proposals will become the property of the County of Winnebago after the Proposal submission deadline.

However, no Proposer shall withdraw or cancel their Proposal for a period of sixty (60) days after said advertised closing time for the receipt of Proposals; the successful Proposer shall not withdraw or cancel their Proposal after having been notified by the Director of Purchasing that said Proposal has been accepted by the County Board.

The Proposer, by signing the Proposal Bid Form, acknowledges, understands and abides by all of the above "Requirements for Bidding and Instructions to Proposers".

END OF SECTION ONE: GENERAL CONDITIONS

SECTION TWO: INSTRUCTION TO PROPOSERS

INTRODUCTION/BACKGROUND

The County of Winnebago is seeking proposals for **Payment Processing Services for the Planning/Zoning and Highway Departments.**

COPIES OF RFP DOCUMENTS

- A. Only complete sets of RFP solicitation documents should be used for preparing proposals. The County does not assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets.
- B. Complete sets of RFP solicitation documents must be obtained on the County's website.
- C. Submitted Proposals **MUST** include all forms and requirements as called for in the Request for Proposals. Failure to include all necessary forms will result in a non-responsive proposal.

EXAMINATION OF RFP DOCUMENTS

- A. Each Proposer shall carefully examine the RFP and other documents, and inform himself thoroughly regarding any and all conditions and requirements that may in any manner affect cost, progress, or performance of the work to be performed under the proposal. Ignorance on the part of the Proposer shall in no way relieve him/her of the obligations and responsibilities assumed under the proposal.
- B. Should a Proposer find discrepancies or ambiguities in, or omissions from, the specifications, or should he/she be in doubt as to their meaning, he/she shall at once notify the County by email at purchasing@purchasing.wincoil.gov by the **Schedule of Events deadline.**

INTERPRETATIONS, CLARIFICATIONS, AND ADDENDA

No oral interpretations will be made to any Proposer as to the meaning of the documents. Any inquiries or requests for interpretation must be received ***in writing by the date specified, in the Schedule of Events***, emailed to purchasing@purchasing.wincoil.gov

All such changes or interpretation will be made in writing in the form of an addendum and, if issued, shall be posted on the County's website no later than five (5) business days prior to the established Proposal due date. It shall be the Proposer's sole responsibility thereafter to find and download the addendum.

Each Proposer **MUST** acknowledge receipt of such addenda on the Proposal Signature Form. All addenda are a part of the documents and each Proposer will be bound by such addenda, whether or not received by him/her. It is the responsibility of each Proposer to verify that he/she has received all addenda issued before proposals are opened.

GOVERNING LAWS AND REGULATIONS

The Proposer is required to be familiar with and shall be responsible for complying with all Federal, State, and local laws, ordinances, rules, and regulations that in any manner affect the work. Knowledge of occupational license requirements and obtaining such licenses for Winnebago County and municipalities within Winnebago County are the responsibility of the Proposer.

HOLD HARMLESS CLAUSE

The Proposer covenants and agrees to indemnify, hold harmless and defend Winnebago County, its Board members, officers, employees, agents and servants from any and all claims for bodily injury,

including death, personal injury, and property damage, including damage to property owned by County, and any other losses, damages, and expenses of any kind, including attorneys' fees, costs and expenses, which arise out of, in connection with, or by reason of services provided by the Proposer or any of its Sub-consultant(s) in any tier, occasioned by the negligence, recklessness, or intentionally wrongful conduct of the Proposer, or its Sub-consultant(s) in any tier, their officers, employees, servants or agents. In the event that the completion of the project (to include the work of others) is delayed or suspended as a result of the Proposer's failure to purchase or maintain the required insurance, the Proposer shall indemnify the County from any and all increased expenses resulting from such delay.

Should any claims be asserted against the County by virtue of any deficiency or ambiguity in the plans and specifications provided by the Proposer, the Proposer agrees and warrants that Proposer shall hold the County harmless and shall indemnify it from all losses occurring thereby and shall further defend any claim or action on the County's behalf.

PREPARATION OF PROPOSALS

Signature of the Proposer: The Proposer must sign the proposal forms in the space provided for the signature. If the Proposer is an individual, the words "Doing Business As", or "Sole Owner" must appear beneath such signature. In the case of a Partnership, the signature of at least one of the partners must follow the firm name and the words "Member of the Firm" should be written beneath such signature.

If the Proposer is a limited liability company, the title of person signing the Proposal on behalf of the limited liability company must be stated and evidence of his authority to sign the Proposal must be submitted.

SUBMISSION OF PROPOSALS

- A. Proposals shall be submitted to Winnebago County at the designated location not later than the time and date for receipt of proposals indicated in the RFP solicitation, or any extension thereof made by Addendum. Winnebago County's representative authorized to open the proposals will decide when the specified time has arrived and no Proposals received thereafter will be considered. Proposals received after the time and date for receipt of Proposals will be returned unopened.
- B. Winnebago County Purchasing Department receives proposals by paper only. Please DO NOT email or fax proposals.
- C. Each Proposer shall submit with his Proposal the required evidence of his qualifications and experience.

MODIFICATION OF PROPOSALS

Written modification will be accepted from firms if addressed to the entity and address indicated in the Request for Proposals and received prior to Proposal due date and time. Prior to the time and date designated for receipt of Proposals, any Proposal submitted may be modified by delivery to the County Purchasing Department of a complete Proposal as modified.

All emails shall be marked "Modified Proposal" delivery shall comply with requirements for the original proposal.

RESPONSIBILITY FOR PROPOSAL

The Proposer is solely responsible for all costs of preparing and submitting the proposal, regardless of whether a contract award is made by the County. *Unless otherwise specified by the Proposer, the County has no less than one hundred twenty (120) day to make a final selection.*

RECEIPT AND OPENING OF PROPOSALS

The properly identified Proposals received on time will be opened by the County Purchasing Department. Any Proposal not received by the Purchasing Department on or before the deadline for receipt of proposals designated in the solicitation or Addendum(s) will not be opened.

AWARD OF CONTRACT

- A. The County reserves the right to waive any informality in any proposal, or to re-advertise for all or part of the work contemplated. If proposals are found to be acceptable, written notice will be given to the selected Proposer of the award of the contract. The County reserves the right to reject any and all proposals.
- B. If the award of a contract is annulled, the County may award the contract to another Proposer(s), or the work may be re-advertised or may be performed by other qualified personnel as the County decides.
- C. A contract will be awarded to the Proposer(s) deemed to provide the services which are in the best interest of the County.
- D. The County also reserves the right to reject the proposal of a Proposer who has previously failed to perform properly or to complete contracts of a similar nature on time.

MANDATORY OR NON-MANDATORY PRE-PROPOSAL MEETINGS

If identified in the issued solicitation, the County may conduct a mandatory or non-mandatory pre-proposal meeting and/or allow prospective vendors to inspect the location where the work will be performed. When applicable, the solicitation will identify whether a mandatory or a non-mandatory pre-proposal meeting and/or inspection will be held. The Director of Purchasing, or designee, is responsible for facilitating the mandatory or non-mandatory pre-proposal meeting. The Director of Purchasing, or designee will require that all attendees sign-in on a Pre-Proposal Meeting Sign-In Form and that form will be maintained as part of the solicitation file.

Open dialog from potential vendors and the County is encouraged during the pre-proposal meeting and/or inspection as vendor questions may assist the County in identifying potential gaps in the solicitation and provide valuable information a vendor may need to submit an accurate proposal. Statements made by the Director of Purchasing or designee at a pre-proposal meeting and/or inspection are not considered revisions or additions to the solicitation.

Any changes made to the solicitation following a pre-proposal meeting must be made in writing and will act as an addendum to the original issued solicitation.

END OF SECTION TWO: INSTRUCTION TO PROPOSERS

SECTION THREE: INSURANCE REQUIREMENTS

TYPE OF INSURANCE	MINIMUM ACCEPTABLE LIMITS OF LIABILITY
Workers Compensation	Statutory
Employers Liability A. Each Accident B. Each Employee-disease C. Policy Aggregate-disease	\$1,000,000 \$1,000,000 \$1,000,000
Commercial General Liability A. Per Occurrence B. General Aggregate 1. General Aggregate- Per project 2. General Aggregate - Products/ Completed Operations	\$1,000,000 \$1,000,000 \$1,000,000 \$1,000,000
Business Auto Liability	\$1,000,000
General Umbrella Excess Liability	\$5,000,000

CERTIFICATE OF INSURANCE AND INSURANCE REQUIREMENTS

The Proposer shall be responsible for all necessary insurance coverage as indicated below. Certificates of Insurance must be provided to Winnebago County within fifteen (15) days after award of contract or acceptance of the proposal, with Winnebago County listed as additional insured as indicated. If the proper insurance forms are not received within the fifteen (15) day period, the contract may be awarded to the next selected Proposer/Proposer. Policies shall be written by companies licensed to do business in the State of Illinois and having an agent for service of process in the State of Illinois. Companies shall have an A.M. Best rating of VI or better.

The County shall be named as an Additional Insured on the General Liability and Vehicle Liability policies.

CHANGES IN INSURANCE COVERAGE:

The Proposer will immediately notify the Winnebago County Purchasing Department if any insurance has been cancelled, materially changed, or renewal has been refused and the Proposer shall immediately suspend all work in progress and take the necessary steps to purchase, maintain and provide the required insurance coverage(s) and limits.

If suspension of work should occur due to insurance requirements, upon verification by the County of required insurance, the County will notify Proposer when they can proceed with work.

Failure to provide and maintain required insurance coverage(s) and limits could result in immediate cancellation of the Contract and the Proposer shall accept and bear all costs that may result due to the Proposer’s failure to provide and maintain the required insurance.

END OF SECTION THREE: INSURANCE REQUIREMENTS

SECTION FOUR: SCOPE OF WORK

PROJECT GOALS

The purpose of this Request for Proposal is to engage a full-service vendor in the development, installation and operation of an electronic payment processing service for the County of Winnebago Planning/Zoning and Highway Departments.

SCOPE OF REQUIRED SERVICES

For Potential Payment Processor Vendors, please address the following in your submission.

COSTS / IMPLEMENTATION / SUPPORT

1. Identify the fee structure, including transaction fees, specific type credit card fees, minimum fees, monthly fees, setup fees, support fees, annual fees, terminations fees, equipment fees and any other associated costs.
2. Identify cost for payment processing type as follows: 1) e-Check 2) Debit Card 3) Credit Card 4) PayPal 5) Apple Pay
3. Identify your implementation time frame and process required to achieve Go-Live.
4. Identify costs for in-office payment terminals (1-2) /Point of Sale (POS) to take debit/credit card, etc. payment by staff in the Planning Office. Also include Back Office Point of Sale (POS) options not tied to a machine. Highway Department will utilize online payment options only.
5. Describe support center resource availability and response time for problems that may include non-critical questions up to and including critical problems in which payments are not able to be processed.
6. Scalability – Describe how, as a payment processor, you can scale by being able to accommodate increased transaction volumes.
7. Uptime and Reliability – Provide historical uptime statistics relating to your product and any service level agreements (SLAs) that you offer.
8. Winnebago County anticipates handling 8,000 on average transactions annually.

TECHNICAL / SECURITY / REGULATORY SUPPORT

1. Ensure that the payment gateway supports the transactions identified in statement #1 and is compatible with the Winnebago County Website architecture.
2. Mobile Compatibility – Describe how your product supports mobile applications, and ease of use for users who will pay **via Brightly SmartGov platform and in-person processing.**
3. Describe your compliance with security standards such as the Payment Card Industry Data Security Standard (PCI DSS) to ensure the security of cardholder data. This may include use of bank account verification systems used to prevent NSF e-check payments. Identify any fraud protection systems used by your product and systems to limit the number of No Account returned e-check payments.

4. Describe your use of encryption and secure connections (HTTPS) to protect sensitive information during transactions.
5. API Documentation and Function – Describe how the API interface is documented and can interface into **Brightly SmartGov**, and other applications as required. Other related questions: How are payment files exported or accessed via API transfer. How does the interface with **Brightly SmartGov** facilitate a seamless payment interface?
6. Compliance with Regulations – Describe how your company complies with relevant local and international regulations related to online payments.

PAYMENT PROCESSING / REFUNDS

1. Settlement Period – Identify the time it takes for the payment processor to settle funds into a Winnebago County account after a successful transaction, which may include describing bank reconciliation process.
2. Refund Process – Identify the procedures and timelines for processing refunds, as well as any associated fees.
3. Processing fees will be built into Winnebago County permitting costs, resulting in one fee total per transaction.
4. Identify various payment arrangements that your product provides which include:
 - a) Standard two payments made individually prior to the respective due date.
 - b) Other payment options

OTHER FUNCTIONS

1. Describe how and where the Winnebago County can brand and customize the checkout experience to reinforce that this is a legitimate payment site for making application and permitting payments to Winnebago County.
2. Describe the notification function which alerts options.
3. Describe reporting options, and how they are accessed, regarding payment type history, i.e. IVR, POS, Web as well as other reports that can identify trends, performance, etc.
4. Identify training resources that will be available to us.
5. Include any additional information relevant to or about your company and its expertise as related to Criteria for Selection and Submission Requirements.

CONTRACT TERM

This contract shall be in effect for a two (2) year period from the date of award. The County reserves the right to renew this contract for three (3) additional one (1) year periods, subject to acceptable performance by the vendor. At the end of any contract term, the County reserves the right to extend this contract for a period of up to one hundred-twenty (120) days for the purpose of getting a new contract in place. For any year beyond the initial two years, this contract is contingent on the appropriation of sufficient funds; no charges shall be assessed for failure of the County to appropriate funds in future contract years.

END OF SECTION FOUR: SCOPE OF WORK

SECTION FIVE: RESPONSE REQUIREMENTS

VENDOR RESPONSE REQUIREMENTS

Please follow the Proposal instructions as laid out below;

Proposal Title Page (Section 1)

The title page should include, at minimum, the following:

- **Name of Project /RFP**
- **Submitted by** [Vendor's Name]
- **Date of Submittal** [MM/DD/YYYY]

Letter of Transmittal (Section 2)

The transmittal letter shall:

- Indicate the intention of the Vendor to adhere to the provisions described in the RFP without County approved modification.
- Identify the submitting organization.
- Identify the person, by name and title, authorized to contractually obligate the organization.
- Identify the contact person responsible for this response, specifying name, title, mailing address, phone, and email address.
- Acknowledge addendums made to this RFP.
- Acknowledge the proposal is considered firm for one hundred and twenty (120) days after the due date for receipt of proposals or receipt of the last best and final offer submitted.
- Provide the original signature of the person authorized to contractually obligate the organization.
- Signed by a company representative who is authorized to negotiate on behalf of the company.

Proposal Table of Contents (Section 3)

The proposal table of contents should outline Vendor Response Section.

Proposal Executive Summary (Section 4.1)

Include a brief executive overview of your proposal and any additional noteworthy information.

Vendor Qualifications and Litigation History (Section 4.2)

The Vendor should provide:

- A brief profile of the company.
- A brief description of the organization structure and primary products and services provided.

- Other major products or services offered.
- Company's experience in performing work of a similar nature to that solicited in this RFP.
- Highlight participation in such work by key personnel proposed for assignment to this project.

Vendor References (Section 4.3)

List a minimum 3 references whom you have provided similar services. **(Forms are in Section 6: REFERENCES)** All references will be contacted.

Project Design, Staffing and Organization (Section 5.1)

This section shall identify key personnel who will be assigned to the project.

As part of their duties, Vendor personnel may come in contact with confidential information, and are required to hold confidential any such information. The Vendor must attest that team members have not been convicted of a felony offense and a background check has been performed. Vendor is responsible for background check.

Proposal Narrative (Section 5.2)

Solution Profile:

- This section should address the general requirements described previously in this RFP in **SECTION 4: SCOPE OF WORK**.

Proposal Pricing (Section 6)

Pricing is an important aspect of the overall evaluation of the Vendor's response. Please provide the level of detail necessary to clearly identify up-front and continuing costs. Clarification regarding responses may be sought.

END OF SECTION FIVE: RESPONSE REQUIREMENTS

SECTION SIX: REFERENCES

REFERENCES

List below 3 references whom you have provided similar services. (All references will be contacted)

1. Organization: _____
Address: _____
City, State, Zip: _____
Telephone and Email: _____
Contact Person: _____
Date and scope of Project: _____

2. Organization: _____
Address: _____
City, State, Zip: _____
Telephone and Email: _____
Contact Person: _____
Date and scope of Project: _____

3. Organization: _____
Address: _____
City, State, Zip: _____
Telephone and Email: _____
Contact Person: _____
Date and scope of Project: _____

END OF SECTION SIX: REFERENCES

SECTION SEVEN: PROPOSAL SIGNATURE FORM

Name of Proposer			
Contact Person			
Address			
City, State, ZIP			
Telephone		FEIN No.	
Email(s)			

TO: Winnebago County Purchasing Department

The undersigned, being duly sworn, certifies they are an:

- OWNER/SOLE PROPRIETOR
 MEMBER OF PARTNERSHIP
 AN OFFICER OF CORPORATION
 MEMBER OF JOINT VENTURE

Further, as the Proposer, declares that the only person or parties interested in this proposal as principals are those named herein; that this proposal is made without collusion with any other person, firm or corporation; that he/she has fully examined the proposed forms of agreement and the scope of services or work specifications for the above designated service, and all other documents referred to or mentioned in the solicitation documents, specifications and attached exhibits, including Addenda.

(Proposer, must list below any and all Addenda or your offer will be rejected, as non-responsive)

No(s): _____ and _____ and _____ issued thereto;

Further, the undersigned certifies and warrants that he/she is duly authorized to execute this certification/affidavit on behalf of the Proposer and in accordance with the Partnership Agreement or By-laws of the Corporation, and the laws of the State of Illinois and that this Certification is binding upon the Proposer and is true and accurate. The Affiant deposes and says that he/she has examined and carefully prepared this proposal and has checked the same in detail before submitting this proposal, and that the statements contained herein are true and correct.

Further, the Proposer certifies that he/she has provided equipment; supplies or services comparable to the items specified in this solicitation to the parties listed in the Business Reference Form and authorizes the County to verify references of business and credit at its option. Finally, the Proposer, if awarded a contract, agrees to do all other things required by the solicitation documents, and that he/she will take in full payment therefore the sums set forth in any resulting contract award.

SIGNATURE OF PROPOSER

SIGNATURE _____

Name and Title of Signer _____

Dated this _____ **day of** _____ **2024**

AUTHORIZED VENDOR NEGOTIATOR

Name and Title _____

Phone and Email _____

END OF SECTION SEVEN: PROPOSAL SIGNATURE FORM

RETURN PROPOSAL LABEL

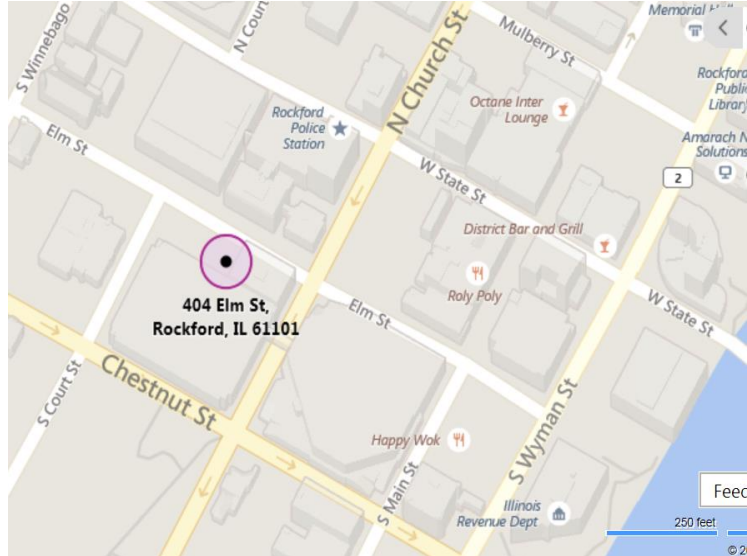


The County of Winnebago, Illinois will receive sealed Proposals at:

**WINNEBAGO COUNTY
PURCHASING DEPARTMENT
404 ELM STREET, ROOM 202
ROCKFORD, ILLINOIS 61101**

All Proposals must be enclosed in sealed envelopes marked:

“PAYMENT PROCESSING SERVICES”



ALL SUBMITTALS SHOULD BE LABELED ACCORDINGLY – PLEASE USE BELOW FOR YOUR CONVENIENCE



PROPOSAL# 24P-2342	<p>WINNEBAGO COUNTY PURCHASING DEPARTMENT 404 ELM STREET, ROOM 202 ROCKFORD, ILLINOIS 61101</p>
PURCHASING DIRECTOR: HOPE EDWARDS	
PROPOSAL NAME: PAYMENT PROCESSING SERVICES	
PROPOSAL DUE DATE/TIME: MARCH 29, 2024- 11:00 AM	



WINNEBAGO COUNTY

— ILLINOIS —

County Administration Building
404 Elm Street
Rockford, Illinois 61101

Hope Edwards
Director of Purchasing
Phone: 815-319-4380
Fax: 815-319-4381

March 13, 2024

ADDENDUM ONE

PAYMENT PROCESSING SERVICES REQUEST FOR PROPOSAL #24P-2342

Bidders are required to indicate on their Proposer Signature Form that they have received and acknowledged Addendum One.

The following question was submitted followed by the answer;

1. What is the current fee structure today?

Currently there is a 3% or \$2 minimum per transaction.

2. Who is the incumbent?

Lexis Nexis is our current processor

3. What is the reason for going to RFP?

We need a processor that is compatible with new permitting software.

4. What about your current process would you change if you could?

Online Customer Portal

5. I saw you collect 8000 transactions a year, what is the average cost of a transaction?

They vary from \$40 to thousands. The average is probably \$80 if I had to guess.

6. What is the percentage breakdown of payment channels (web/mobile, vs check, vs in person POS),

*70% are web payment
20% check (paper check)
10% in person POS*

7. What percentage of payments are made Cards vs ACH vs Check

We do not accept ACH at this time. I would say most probably 80% are card transactions, with the remaining 15% check and 5% cash customers.

8. Are you satisfied with your current level of customer service? What would you change if you could?

It would be nice to be able to contact via the web portal – or have the customers themselves reach out directly.

9. How many calls does your team take a year regarding making a payment? Who fields these calls?

Thousands – generally the Permit Specialist.

10. How does the incumbent help drive digital adoption?

I am not sure that they do.

11. What marketing does the incumbent offer today?

None at this time.

12. Are depository bank account(s), related to the payment processing services, included in the scope of this RFP? If so, can Winnebago County provide estimated monthly balances related to these account(s)?

No

13. Does the County wish to have a solution that is hosted by the vendor, or an on-premise implementation?

Yes, we do. We would like an online portal for both employees and customers along with a POS.

14. For the 1-2 POS terminals at the Planning Department, does the County own any POS equipment they wish to repurpose?

No, our current POS will need to be returned to the current vendor.

15. Do you have a breakdown of your annual volume by:

1. e-Check
2. Debit Card
3. Credit Card
4. PayPal
5. Apple Pay

We currently only accept credit and debit and the way our system is set up it does not differentiate the two, therefore, I do not have a breakdown by volume available.

16. What is the Winnebago County website architecture?

We are currently launching a site with Brightly – SmartGov and this would need to be a specific question directed towards them.

17. Does Brightly SmartGov take online payments today or are you looking to add or replace that feature?

No, they do not. They allow a partnership with merchant vendor for processing.

18. Is Brightly SmartGov the only 3rd party processor that requires integration?

Yes, at this time.

19. Is there a separate billing or accounting system for posting data for the Highway Department?

No, they will also be utilizing SmartGov.

20. Who is the County's credit card processor?

We currently utilize Lexis Nexis.

21. Who is the County's bank?

Illinois Bank and Trust.

22. All payment fees are to be built into the cost to the customer for Planning and Zoning. Will this be the case for the Highway Department?

Yes. All fees need to be applied to the total cost of the permit regardless of department.

23. Does the county utilize IVR today? If yes, what is the volume of payments?

No, we do not have an IVR in place.

24. What payment types are processed by the Planning/Zoning and Highway Departments (permits, licenses, etc.)?

We accept payments for permits. Planning & Zoning development applications (goes through County Board Process, permits are needed after processed by Board)

25. What is the total dollar amount processed annually by the Planning/Zoning and Highway Departments?

It varies year to year but on average \$900,000 between both departments.

26. We understand there are approximately 8,000 transactions processed annually. How many of these are Planning/Zoning, and how many are Highway?

Approximately 7,000 will be Planning, 1,000 Highway. +/-

27. Will the County accept electronic signatures (such as DocuSign, or a scanned copy of an original ink signature) on proposal forms requiring signatures?

Yes

28. Does the County currently absorb processing fees, or are these passed to customers as a convenience fee?

They are passed on to the customers as a convenience fee (we call it a processing fee).

29. What are the current processing fees paid by the County (if applicable)?

There is a \$2.00 minimum (or \$2.00 flat rate for debit transactions) or a 3% fee, whichever is greater.

30. What are the current convenience fees paid by County customers (if applicable)?

There is a \$2.00 minimum (or \$2.00 flat rate for debit transactions) or a 3% fee, whichever is greater.

31. Does the County have a required format for the Proposal Pricing section, or should vendors use our own pricing templates?

Please provide your own pricing template. Use a per transaction cost pricing indicating the minimum amount, percentage fee (when it kicks in), if there are any differences among payment types processed

32. Who is your current provider for payment processing services?

Lexis Nexis currently provides our service.

33. Confirm the County is looking for a new payment gateway?

That is correct. We are seeking a new processor compatible with our new software, SmartGov.

34. What issues are you currently experiencing, if any, with your current provider?

It is not compatible with our new permitting software, SmartGov.

35. Can you provide volumes by month for ACH, credit cards, debit card, PayPal, and ApplePay transactions for 2023, if available and broken down by the Planning/Zoning and Highway Departments?

We currently only accept credit and debit and the way our system is set up it does not differentiate the two, therefore, I do not have a breakdown by volume available.

36. Can you provide collection dollar totals by month for ACH, credit cards, debit cards, PayPal, and ApplePay if available and broken down by the Planning/Zoning and Highway Departments??

We currently only accept credit and debit and the way our system is set up it does not differentiate the two, therefore, I do not have a breakdown by volume available.

37. Can you provide the average payment amount for ACH, debit card, credit card for both Planning/Zoning and Highway Departments??

Highway Department varies – I would say \$300 on average.

Planning and Zoning would be \$80 – several thousand depending on the permit. Our most common permit cost \$80.00

38. Is the County currently absorbing transactions fees?

No, These are passed along to the customer as a processing fee.

39. When does the County anticipate awarding this RFP?

Late May, depending upon Board approval.

40. By what date does the County hope to "Go Live"?

Within 60 days of the RFP being awarded.

Any questions should be directed to the Purchasing Department, 404 Elm Street, Room 202, Rockford, IL 61101 or by phone 815-319-4380, or email purchasing@purchasing.wincoil.gov

END OF ADDENDUM ONE



Resolution Executive Summary

Prepared By: Purchasing Department
Committee Name: Operations and Administrative Committee
Committee Date: May 16, 2024
Board Date: May 23, 2024
Resolution Title: Resolution Awarding Bid for Joint Painting Services

Budget Information

Budgeted? YES	Amount Budgeted?
If not, originally budgeted, explain the funding source? N/A	
ORG/OBJ/Project Codes: Multiple by Location - 43710 Descriptor: Building Maintenance	

Background:

Most Winnebago County owned facilities require some type of general interior and exterior painting services. The county previously participated in joint bidding with the city 5 years ago. The City of Rockford and the County of Winnebago requirements were jointly included in City Bid # 224-PW-029 for Joint Painting Services.

The bid Opening took place on March 21, 2024 and there was a total of three Bidders with the lowest Bidder withdrawing their bid, due to the fact that they didn't use the correct prevailing wage. The Winnebago County Purchasing Department and Facilities Engineer reviewed the bid results and agreed the award should go to the second lowest Bidder, Painting 4U.

All services shall be performed within specifications set by the State of Illinois, City of Rockford, County of Winnebago and State of Illinois Building Code guidelines.

Contract Period:

Initial contract will be for one year with four, one-year renewal options. Pricing may be adjusted annually if agreed to by both parties.

Recommendation:

Facilities Engineer, Shawn Franks, recommends the contract be awarded to Painting 4U to handle the County of Winnebago's painting services during the next five years.

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

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

2024 CR

RESOLUTION AWARDING BID FOR JOINT PAINTING SERVICES

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 \$30,000.00 shall be awarded by competitive sealed bidding in accordance with this section except as otherwise provided in 2-357(c) (Request for Proposals), 2-357(d) (Professional Services), 2-357(e) (Sole-Source), 2-357(f) (Emergency Procurements), 2-357 (g) (Cooperative Joint Purchasing) or as provided by State statute; and,

WHEREAS, various County of Winnebago owned facilities need painting services; and,

WHEREAS, the County participated in a joint solicitation with the City of Rockford's Invitation for Bid # 224-PW-029 for Painting Services; and,

WHEREAS, the Operations and Administrative Committee of the County Board for the County of Winnebago, Illinois has reviewed the Bids received for the aforementioned project and recommends awarding the contract as follows:

PAINTING 4U INC.
505 RIVERHILL COURT
LOVES PARK, ILLIONIS 61115

(See Bid Tab for Pricing - Resolution Exhibit A)

NOW, THEREFORE, BE IT RESOLVED, that the County Board of the County of Winnebago, Illinois that the County Board Chairman is authorized to execute a contract award, on behalf of the County of Winnebago, with PAINTING 4U INC.

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

Respectfully Submitted,
OPERATIONS AND ADMINISTRATIVE COMMITTEE

AGREE

DISAGREE

KEITH McDONALD, CHAIR

KEITH McDONALD, CHAIR

VALERIE HANSERD, VICE CHAIR

VALERIE HANSERD, VICE CHAIR

PAUL ARENA

PAUL ARENA

JOHN BUTITTA

JOHN BUTITTA

JOE HOFFMAN

JOE HOFFMAN

JAIME SALGADO

JAIME SALGADO

MICHAEL THOMPSON

MICHAEL THOMPSON

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

Winnebago, Illinois this ____ day of _____ 2024.

ATTESTED BY:

JOSEPH CHIARELLI
CHAIR OF THE COUNTY BOARD
OF THE COUNTY OF WINNEBAGO, ILLINOIS

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

CITY OF ROCKFORD TABULATION OF BIDS

Bid On: PAINTING SERVICES Contract
 Bid No.: 224-PW-029
 Opening: 03/21/2024
 Vendors Notified: 71

	PAINTING 4 U LOVES PARK, IL	SUPERIOR ELECTROSTATIC ROCKFORD, IL	KEE SOLUTIONS ROCKFORD, IL
ADD. 1	X	X	X
EEO FORMS	X	X	X
LABOR RATES - PER HOUR			
Straight Time-Journeyman	110.00	74.00	135.00
Straight Time-Apprentice	85.00	70.00	115.00
Overtime-M-F-Journeyman	165.00	110.00	177.80
Overtime-M-F-Apprentice	127.50	105.00	155.25
Overtime-Sat.-Journeyman	165.00	110.00	177.80
Overtime-Sat.-Apprentice	127.50	105.00	155.25
Overtime-Sun.&Hol.-Journeyman	220.00	148.00	270.00
Overtime-Sun.&Hol.-Apprentice	170.00	140.00	230.00
Material Markup Percentage	2.00%	10.00%	5.00%

BID WITHDRAWAL

Ø RECOMMENDED AWARD



Resolution Executive Summary

Prepared By: Purchasing Department
Committee Name: Operations and Administrative Committee
Committee Date: May 16, 2024
Board Date: May 23, 2024
Resolution Title: Resolution Awarding Bid for Joint Carpentry Services

Budget Information

Budgeted? YES	Amount Budgeted?
If not, originally budgeted, explain the funding source? N/A	
ORG/OBJ/Project Codes: Multiple by Location - 43710 Descriptor: Building Maintenance	

Background:

Most Winnebago County owned facilities require some type of carpentry service whether new, or for troubleshooting repairs. The county previously participated in joint bidding with the city 5 years ago. The City of Rockford and the County of Winnebago requirements were jointly included in City Bid #224-PW-030 for Joint Carpentry Services.

The bid opening took place on March 21, 2024 and there was a total of three responsive and responsible Bidders. The Winnebago County Purchasing Department and Facilities staff reviewed the bid results and agreed the award should go to all three Bidders: DPI Construction, Contemporary Hammer Works and Kee Solutions Construction.

All repairs and service shall be performed within specifications set by the State of Illinois, City of Rockford, County of Winnebago and State of Illinois Building Code guidelines.

Contract Period:

Initial contract will be for one year with four, one-year renewal options. Pricing may be adjusted annually if agreed to by both parties.

Recommendation:

Staff recommends an award of contract to the above listed vendors for carpentry services performed at Winnebago County facilities. It has been past practice to award multiple vendors to assure constant availability of contractors in order to complete work in a timely manner while also getting a guaranteed low hourly rate over the next five years.

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

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

2024 CR

RESOLUTION AWARDING BID FOR JOINT CARPENTRY SERVICES

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 \$30,000.00 shall be awarded by competitive sealed bidding in accordance with this section except as otherwise provided in 2-357(c) (Request for Proposals), 2-357(d) (Professional Services), 2-357(e) (Sole-Source), 2-357(f) (Emergency Procurements), 2-357(g) (Cooperative Joint Purchasing) or as provided by State statute; and,

WHEREAS, various County of Winnebago owned facilities need carpentry services; and,

WHEREAS, the County participated in a joint solicitation with the City of Rockford's Invitation for Bid # 224-PW-030 for Carpentry Services; and,

WHEREAS, the Operations and Administrative Committee of the County Board for the County of Winnebago, Illinois has reviewed the Bids received for the aforementioned project and recommends awarding the contract as follows:

DPI CONSTRUCTION	CONTEMPORARY HAMMER WORKS	KEE SOLUTIONS CONSTRUCTION
630 MAIN STREET PO BOX 489	750 NORTH MADISON STREET	3535 NORTH MAIN STREET
PECATONICA, ILLINOIS 61063	ROCKFORD, ILLINOIS 61107	ROCKFORD, ILLINOIS 61103

(See Bid Tab for Pricing - Resolution Exhibit A)

NOW, THEREFORE, BE IT RESOLVED, that the County Board of the County of Winnebago, Illinois that the County Board Chairman is authorized to execute a contract award, on behalf of the County of Winnebago, with DPI CONSTRUCTION, CONTEMPORARY HAMMER WORKS AND KEE SOLUTIONS CONSTRUCTION.

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

Respectfully Submitted,
OPERATIONS AND ADMINISTRATIVE COMMITTEE

AGREE

DISAGREE

KEITH McDONALD, CHAIR

KEITH McDONALD, CHAIR

VALERIE HANSERD, VICE CHAIR

VALERIE HANSERD, VICE CHAIR

PAUL ARENA

PAUL ARENA

JOHN BUTITTA

JOHN BUTITTA

JOE HOFFMAN

JOE HOFFMAN

JAIME SALGADO

JAIME SALGADO

MICHAEL THOMPSON

MICHAEL THOMPSON

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

Winnebago, Illinois this ____ day of _____ 2024.

ATTESTED BY:

JOSEPH CHIARELLI
CHAIR OF THE COUNTY BOARD
OF THE COUNTY OF WINNEBAGO, ILLINOIS

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

CITY OF ROCKFORD TABULATION OF BIDS

Bid On: CARPENTRY SERVICES Contract
 Bid No.: 224-PW-030
 Opening: 03/21/2024
 Vendors Notified: 71

	DPI CONSTRUCTION PECATONICA, IL	CONTEMPORARY HAMMER WORKS ROCKFORD, IL	KEE SOLUTIONS ROCKFORD, IL
APPRENTICE	X	X	X
EEO FORMS	X	X	X
LABOR RATES - PER HOUR			
Straight Time-Journeyman	100.45	90.00	135.00
Straight Time-Apprentice	67.43	90.00	115.00
Overtime-M-F-Journeyman	128.73	115.00	177.80
Overtime-M-F-Apprentice	86.62	115.00	155.25
Overtime-Sat.-Journeyman	128.73	165.00	177.80
Overtime-Sat.-Apprentice	86.62	165.00	155.25
Overtime-Sun.&Hol.-Journeyman	157.01	165.00	270.00
Overtime-Sun.&Hol.-Apprentice	105.82	165.00	230.00
Material Markup Percentage	10.00%	10.00%	5.00%

Ø RECOMMENDED AWARD

**Discussion – Countywide
Security Cameras &
Integrator System**

Discussion – Weekly Raffle Amounts

Chapter 26 CHARITABLE SOLICITATIONS¹

ARTICLE I. IN GENERAL

Secs. 26-1—26-25. Reserved.

ARTICLE II. RAFFLES²

DIVISION 1. GENERALLY

Sec. 26-26. Title.

This article shall be known, cited, and referred to as the "Raffle Ordinance of Winnebago County."
(Ord. No. 98-CO-59, 9-24-98)

Sec. 26-27. Purpose of article.

The purpose of this article is to regulate and control the conduct of raffles within the unincorporated areas of the county and within the corporate limits of any municipality that is a party to any intergovernmental cooperation agreement for raffle licenses with the county.

(Ord. No. 98-CO-59, 9-24-98)

Sec. 26-28. Definitions.

(a) The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Business means a voluntary organization composed of individuals and businesses who have joined together to advance the commercial, financial, industrial and civic interests of a community.

¹Cross reference(s)—Amusements and entertainments, ch. 10; businesses, ch. 22; law enforcement, ch. 54; traffic and vehicles, ch. 82; zoning, ch. 90.

²Editor's note(s)—Ord. No. 98-CO-59, adopted Sept. 24, 1998, repealed the former Art. II, §§ 26-26—26-34 and 26-46—26-49, and enacted a new Art. II as set out herein. The former Art. II pertained to similar subject matter and derived from Ord. No. 93-CO-52, §§ I, II, III(D), IV(A), (E)—(J), (L)—(N), V—XIV, adopted Aug. 26, 1993; Ord. No. 94-CO-75, adopted Dec. 8, 1994; Ord. No. 95-CO-74, adopted Dec. 28, 1995; Ord. No. 96-CO-20, adopted April 11, 1996; and Ord. No. 96-CO-28, adopted June 13, 1996.

State law reference(s)—Raffles, 230 ILCS 15/1 et seq.

Charitable organization means an organization or institution organized and operated to benefit an indefinite number of the public. The service rendered to those eligible for benefits must also confer some benefit upon the public.

Educational organization means an organization or institution organized and operated to provide systematic instruction in useful branches of learning by methods common to schools, and institutions of learning which compare favorably in their scope and intensity with the course of study presented in tax-supported schools.

Fraternal organization means an organization of persons having a common interest, the primary interest of which is both to promote the welfare of its members and to provide assistance to the general public in such a way as to lessen the burdens of the government by caring for those who otherwise would be cared for by the government.

Labor organization means an organization composed of workers organized with the objective of betterment of the conditions of those engaged in such pursuit and the development of a higher degree of efficiency in their respective occupations.

Licensee means an organization which has been issued a license to operate a raffle.

Net proceeds means the gross receipts from the conduct of raffles, less sums expended for prizes, local license fees, and other reasonable operating expenses incurred as a result of operating a raffle.

Non-profit means organized, operated, and conducted on a not-for-profit basis, with no personal profit inuring to anyone as a result of the operation.

Raffle means a form of lottery, as defined in § 28-1(b) of the Criminal Code of 1961, (720 ILCS 5/28-2) conducted by an organization licensed under this article in which:

- (1) The player pays or agrees to pay something of value for a chance represented and differentiated by a number or by a combination of numbers or by some other means one or more of which chances is to be designated the winning chance; and
- (2) The winning chance is to be determined through a drawing or by some other method based on an element of chance by an act or set of acts on the part of persons conducting or connected with the lottery, except that the winning chance shall not be determined by the outcome of a publicly exhibited sporting contest.

Religious organization means any church, congregation, society or organization founded for the purpose of religious worship.

Value of non-cash prizes means the retail value of such prizes.

Veterans organization means an organization or association comprised of members of which substantially all are individuals who are veterans or spouses, widows, or widowers of veterans, the primary purpose of which is to promote the welfare of its members and to provide assistance to the general public in such a way as to confer a public benefit.

- (b) Words not defined in this section shall be interpreted in accordance with definitions contained in the most current edition of Webster's New Collegiate Dictionary.

(Ord. No. 98-CO-59, 9-24-98; Ord. No. 2010-CO-42, 5-13-10)

Secs. 26-29—26-45. Reserved.

DIVISION 2. LICENSE AND CLASSIFICATIONS

Sec. 26-46. License required.

No person, firm or corporation shall conduct a raffle or sell chances for a raffle in the county without first having obtained a license pursuant to this article. Licenses for raffles shall be issued only to bona fide religious, charitable, labor, business, fraternal, educational or veterans organizations which operate without profit to their members, which have been in existence continuously for a period of five years immediately before making application for a license and have had during the entire five-year period a bona fide membership engaged in carrying out their objectives and which maintain an office in the county, or to a non-profit fund raising organization that the county board determines is organized for the sole purpose of providing financial assistance to an identified individual or group of individuals suffering extreme financial hardship as the result of an illness, disability, accident or disaster.

(Ord. No. 98-CO-59, 9-24-98)

Sec. 26-47. Classification of licenses.

- (a) *Class A: General raffle license.* A general raffle license shall permit the conduct of a raffle with a maximum single cash prize or the maximum retail value of a single non-cash prize not exceeding \$200,000.00 and an aggregate maximum value of all cash and non-cash prizes awarded not exceeding \$250,000.00. Multiple drawings may be held to award the prizes but all drawings must occur on the same day and at the same location.

The following fees are based upon the total aggregate value of all cash and non-cash prizes and shall be paid to the county clerk when the application for a raffle license(s) is filed:

Less than \$100.00 No fee

\$100.00 to \$4,999.00 \$ 10.00

\$5,000.00 to \$9,999.00 25.00

\$10,000.00 to \$25,000.00 50.00

Over \$25,000.00 but not to exceed \$250,000.00 50.00 plus an additional \$50.00 for each additional multiple of \$25,000.00

- (b) *Class B: One ticket, multiple raffles license.* A Class B license allows up to four raffles to be conducted with the same raffle tickets. Each ticket shall specify the dates of ticket sales and the dates of each drawing. Each drawing date shall be considered a separate raffle and will require a separate license and fee. Each license will allow one drawing event for the prizes awarded. Although a Class B license allows up to four raffles, the maximum value of a cash or non-cash prize or prizes awarded to a single winner shall not exceed \$200,000.00 and the aggregate value of all prizes awarded in all of the raffles shall not exceed \$250,000.00.

The fees for Class A raffle licenses will apply for each of the licenses secured for Class B raffles.

- (c) *Class C: One time emergency raffle license.* A Class C raffle license allows a not-for-profit fund raising organization or group, organized for the sole purpose of providing financial hardship assistance to an identified individual or group of individuals suffering severe financial hardship as a result of an injury, disability, accident or disaster, to conduct one raffle for that purpose.

The fee for a Class C license shall be \$10.00 payable to the county clerk at the time of application.

- (d) *Class D: Twelve-month raffle license.* A 12-month raffle license shall permit the conduct of a raffle or raffles, or the sale of chances for a raffle or raffles, in which the maximum value of all cash or non-cash prizes for a single drawing shall not exceed \$5,000.00. Class D raffles shall be licensed annually for a 12-month period

commencing on the day the license is approved by the county board. Such license shall permit no more than 52 days of raffles. The aggregate value of all prizes awarded annually shall not exceed \$260,000.00.

The fee for a Class D license shall be \$200.00 payable to the county clerk at the time of application. Such 12-month licenses shall not be prorated as to term or fee.

- (e) *Class E: Limited annual raffle license.* A limited annual raffle license permits an organization to regularly conduct raffles among its own membership at a regularly scheduled organizational meeting. Chances for these raffles may only be sold, and the drawings held, on the day of the meeting. The aggregate value of the prizes awarded at each of these drawings may not exceed \$100.00. Class E raffles shall be licensed annually on a calendar year basis. Such licenses shall permit no more than 60 raffles per year. The aggregate value of all prizes awarded annually shall not exceed \$5,200.00.

The fee for a Class E license shall be \$25.00 payable to the county clerk at the time of application. Renewal applications shall be made on or before November 1 for the following year. Class E licenses shall not be prorated as to term or fee.

- (f) *Class F: 365-day raffle license.* A 365-day raffle license shall permit the conduct of a raffle or raffles, or the sale of chances for a raffle or raffles, in which the maximum value for all cash or non-cash prizes for a single drawing shall not exceed \$2,500.00. Class F raffles shall be licensed annually for a 365-day period commencing on the day the license is approved by the county board. Such license shall permit no more than 365 daily raffles during the 365-day term for which it is valid. The aggregate value of all prizes awarded annually under a Class F license shall not exceed \$365,000.00. The fee for a Class F license shall be \$1,000.00, payable to the county clerk at the time of application. Such 365-day licenses shall not be prorated as to term or fee.
- (g) *Fee not refundable.* The application fees are not refundable, even in the event that the application is rejected by the county board, or if the raffle is cancelled.

(Ord. No. 98-CO-59, 9-24-98; Ord. No. 2001-CO-62, 10-25-01; Ord. No. 2004-CO-129, § I, 12-9-04; Ord. No. 2005-CO-32, §§ I, II, 3-24-05; Ord. No. 2015-CO-003, 1-22-2015)

Secs. 26-48—26-65. Reserved.

DIVISION 3. QUALIFICATIONS AND APPLICATIONS

Sec. 26-66. Qualifications of applicant.

Raffle licenses shall be issued only to bona fide charitable, educational, fraternal, labor, religious and veterans organizations that operate without profit to their members and which have been in existence continuously for a period of five years or more immediately before making application for a license and which have had during the entire five-year period, a bona fide membership engaging in and carrying out their objectives, or to a not-for-profit fund raising organization or group that is organized for the sole purpose of providing financial assistance to an identified individual or group of individuals suffering severe financial hardship as a result of an illness, disability, accident or disaster. The following groups or individuals are ineligible for any raffle license:

- (1) Any person who has been convicted of a felony;
- (2) Any person who is or has been a professional gambler or gambling promoter;
- (3) Any person who is not of good moral character;

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- (4) Any organization in which a person described in subsections (1), (2), or (3) of this section has a proprietary equitable, or credit interest or in which such person is active and employed.
 - (5) Any organization in which a person described in subsections (1), (2), or (3) of this section is an officer, director, or employee, whether compensated or not; and
 - (6) Any organization in which a person described in subsections (1), (2), or (3) of this section is to participate in the management or operation of a raffle.

(Ord. No. 98-CO-59, 9-24-98)

Sec. 26-67. Application; contents for Class A, B, and C licenses.

Any person seeking to conduct or operate a raffle described in subsection 26-47(a), (b) or (c) shall file an application with the county clerk on forms provided by the county clerk. Applications must be submitted to the county clerk at least ten days prior to the county board meeting at which approval is desired. The application shall contain the following information:

- (1) The name, address and type of organization;
- (2) The length of existence of the organization and, if incorporated, the date and state of incorporation;
- (3) The name, address, telephone number, social security number and date of birth of the organization's presiding officer, secretary, raffle manager(s) and any other members responsible for the conduct and operation of the raffle(s);
- (4) The aggregate value of all prizes to be awarded in the raffle;
- (5) The maximum value of each prize to be awarded in the raffle;
- (6) The maximum price charged for each raffle chance issued or sold;
- (7) The maximum number of raffle chances to be issued;
- (8) The areas in which the raffle chances will be sold or issued;
- (9) The dates raffle chances will be issued or sold;
- (10) The date(s) and location at which winning chances will be determined;
- (11) A sworn statement attesting to the not-for-profit character of the applicant or organization, signed by its presiding officer and secretary; and
- (12) A certificate signed by the presiding officer of the applicant organization attesting to the fact that the information contained in the application is true and correct.

(Ord. No. 98-CO-59, 9-24-98)

Sec. 26-68. Application for Class D and E licenses.

- (a) Any organization seeking to conduct or operate a raffle described in subsections 26-47(d) and (e) shall file an application with the county clerk on forms provided by the county clerk. Applications must be submitted to the county clerk at least ten days prior to the county board meeting at which approval is desired. The application shall contain the following information:
 - (1) The name, address and type of the organization;
 - (2) The length of existence of the organization and, if incorporated, the date and state of incorporation;

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- (3) The name, address, telephone number, social security number and date of birth of the organization's presiding officer, secretary, raffle manager(s) and any other members responsible for the conduct and operation of the raffle(s);
 - (4) The location(s) at which the chances are to be sold and the drawing(s) held;
 - (5) The dates the drawings are to be held;
 - (6) A sworn statement, signed by the presiding officer of the organization, attesting to its not-for-profit status and length of existence;
 - (7) A certificate signed by the presiding officer of the applicant organization attesting to the fact that the information contained in the application is true and correct;
 - (8) The number of drawings to be held during the 12-month period.

(Ord. No. 98-CO-59, 9-24-98)

Secs. 26-69—26-85. Reserved.

DIVISION 4. OPERATION AND CONDUCT

Sec. 26-86. Operation and conduct.

The operation and conduct of raffles are subject to the following restrictions:

- (1) The entire net proceeds of any raffle must be exclusively devoted to the lawful purpose of the licensee.
- (2) No person except a bona fide member of the licensee may participate in the management or operation of the raffle.
- (3) No person may receive remuneration or profit for participating in the management or operation of the raffle.
- (4) A licensee may rent a premises on which to determine the winning chance or chances in a raffle only from an organization which is also licensed under this article.
- (5) Raffle chances may be sold, offered for sale, conveyed, issued or otherwise transferred for value only within the area determined on the license; the winning chances may be determined only at the location specified on the license.
- (6) The maximum price which may be charged for each raffle chance sold, offered for sale, conveyed, issued or otherwise transferred for value shall not exceed \$250.00.
- (7) No cash prize in excess of \$200,000.00 may be awarded, and the value of all prizes to be awarded shall not exceed \$260,000.00.
- (8) Each raffle chance shall have printed thereon the cost of the chance, the aggregate retail value of all prizes to be awarded in the raffle, and the maximum number of raffle chances to be issued except as provided below:
 - a. When raffle chances are sold, conveyed, issued, or otherwise transferred only at the time and location at which winning chances will be determined and only to persons then in attendance;
 - b. When the raffle chance is also a ticket to an event and a portion of the cost of the ticket is designated for a dinner, golf or other item of value to be consumed or used by the purchaser at the event.

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- (9) No person under the age of 18 years may participate in the operation or conduct of raffles, except with the permission of a parent or guardian. A person under the age of 18 years may be within the area where winning chances are being determined only when accompanied by his parent or guardian.
 - (10) Raffle drawings must be held on the date and at the location listed on the raffle license. If a raffle drawing is unable to be held due to an extreme emergency or a natural disaster, the licensee must seek approval of the county board before the drawing can be held on a different date. If a drawing is cancelled due to inadequate sale of raffle tickets or due to some reason other than an extreme emergency or a natural disaster, the licensee must notify all ticket purchasers, refund all monies and return all prizes within 30 days. Such cancellation will be reported to the county clerk with a full explanation.

(Ord. No. 98-CO-59, 9-24-98; Ord. No. 2005-CO-32, § III, 3-24-05)

Sec. 26-87. Manager; fidelity bond.

The operation and conduct of all raffles shall be under the supervision of a single raffle manager designated by the licensee. The manager shall give a fidelity bond equal in amount to the maximum per drawing retail value of all prizes to be awarded in favor of the licensee conditioned upon his honesty in the performance of his duties. The terms of the bond shall provide that notice shall be given in writing to the county not less than 30 days prior to its cancellation.

(Ord. No. 98-CO-59, 9-24-98; Ord. No. 2004-CO-129, § II, 12-9-04)

Sec. 26-88. Record keeping of gross receipts; expenses; net proceeds.

- (a) Each licensee shall keep records of its gross receipts, expenses and net proceeds for each single gathering or occasion at which winning chances are determined. All deductions from gross receipts for each single gathering or occasion shall be documented with receipts or other records indicating the amount, a description of the purchased item or service or other reason for the deduction, and the recipient. The distribution of net proceeds shall be itemized as to payee, purpose, amount and date of payment.
- (b) Gross receipts from the operation of raffles shall be segregated from other revenues of the licensee including bingo gross receipts, if bingo games are also conducted by the same not-for-profit organization pursuant to the license therefor issued by the state department of revenue and placed in a separate account. Each licensee shall keep separate records of its raffles. The person who accounts for gross receipts, expenses, and net proceeds from the operation of raffles shall not be the same person who accounts for other revenues of the licensee.
- (c) Each licensee shall report to its membership and to the county its gross receipts, expenses and net proceeds from the raffle, and the distribution of net proceeds itemized as required in this section. For Class A and C licenses, a report must be turned in within 30 days of each raffle drawing. For Class B, D and E licenses, a report must be turned in quarterly, beginning three months after the date of issuance of the license.
- (d) Raffle records shall be preserved for three years, and organizations shall make available their records relating to the operation of raffles for public inspection at reasonable times and places.
- (e) No new raffle licenses will be issued to an organization until all reports from the organization's previous raffles have been completed and submitted to the county clerk's office.

(Ord. No. 98-CO-59, 9-24-98; Ord. No. 2004-CO-129, § III, 12-9-04)

Secs. 26-89—26-115. Reserved.

DIVISION 5. ISSUANCE AND ENFORCEMENT

Sec. 26-116. Issuance.

- (a) *Review of application; acceptance or rejection.* Organizations shall submit applications to the county clerk's office at least ten days prior to the county board meeting at which approval is desired. The county clerk shall review all raffle license applications, recommend approval, or denial, and submit them to the county board. The county board shall, within 30 days from the date of application, accept or reject a raffle license application. If an application is accepted, the county clerk shall forthwith issue a raffle license to the applicant. Chances for each raffle may be issued or sold for a period of 30 days prior to and including the date winning chances are to be determined unless the county board has specifically authorized a longer period of time but in no event longer than 365 days prior to and including the date winning chances are to be drawn.
- (b) *Contents of license.* A raffle license shall show the following, with respect to each raffle:
 - (1) The area in which raffle chances may be sold or issued;
 - (2) The period of time during which raffle chances may be sold or issued; and
 - (3) The date(s), and location at which winning chances will be determined.
- (c) *Display.* The license shall be prominently displayed at the time and location of the determination of the winning chances.
- (d) *Validity.* Each Class A or Class C license shall be valid for one raffle. Each Class B license shall be valid for up to four raffles. Each Class D or Class E license shall be valid for a specific number of raffles to be conducted during a specified period of time not to exceed one year.

(Ord. No. 98-CO-59, 9-24-98)

Sec. 26-117. Enforcement of article.

- (a) *Penalties.* Failure to comply with any of the requirements of this article shall constitute a violation, and any person, upon conviction thereof shall be fined not more than \$500.00. Each day the violation continues, shall be considered a separate offense. In addition, the county board is authorized to revoke the license of any Class D licensee that fails to comply with the reporting requirements of subsection 26-88(c) in a timely manner.
- (b) *Abatement.* The imposition of the penalties in this section prescribed shall not preclude the state's attorney from instituting appropriate action to prevent unlawful raffles or to restrain, correct, or abate a violation of this article of the conditions of a raffle license issued pursuant hereto.

(Ord. No. 98-CO-59, 9-24-98)

**FUTURE
AGENDA
ITEMS**

Adjournment