



WINNEBAGO COUNTY

— ILLINOIS —

2ND REVISED

AGENDA

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

Thursday, September 28, 2023
6:00 p.m.

1. **Call to Order** Chairman Joseph Chiarelli
2. **Invocation and Pledge of Allegiance**.....Board Member Angela Fellars
3. **Agenda Announcements** Chairman Joseph Chiarelli
4. **Roll Call** Clerk Lori Gummow
5. **Awards, Presentations, Public Hearings and Public Participation**
 - A. Awards – None
 - B. Presentation – None
 - C. Public Hearings – None
 - D. Public Participation – Clark Schoonover, Zoning Issue – Solar Farm, Con John Tac Brantley, Transporting Children to School and Church Van, Pro Kirk Williams, Leash Law needed for Unincorporated Winnebago County, Pro
6. **Approval of Minutes** Chairman Joseph Chiarelli
 - A. Approval of August 24, 2023 minutes
 - B. Layover of September 7, 2023 minutes
7. **Consent Agenda**.....Chairman Joseph Chiarelli
 - A. Raffle Report
 - B. Auditor’s Report
8. **Appointments (Per County Board rules, Board Chairman appointments require a 30-day layover unless there is a suspension of the rule)**
 - A. **Winnebago County Board of Health, Annual Compensation: None**
 1. **Dr. Stephen Minore (New Appointment), Rockford, Illinois, 3-year term, October 2023 to October 2026, to fill open physician seat**
 2. **Alderman Jonathan Logemann, (New Appointment), Rockford, Illinois, 3-year term, October 2023 to October 2026, to fill open City of Rockford seat**

- B. River Bluff Nursing Home Board of Directors, Annual Compensation: None
 - 1. Tim Delaney (New Appointment), St. Charles, IL to serve remainder of 4-year term, January 2023 to January 2027
- C. Chicago Rockford Airport Authority Board, Annual Compensation: \$1,800
 - 1. Jake Castanza (New Appointment), Rockford, Illinois to serve remainder of 5-year term, May 2021 to May 2026
- D. Appointment of Laura Schaffer as River Bluff Administrator, Annual Compensation: \$104,998.40

9. Reports of Standing Committees.....Chairman Joseph Chiarelli

- A. Finance Committee **John Butitta, Committee Chairman**
 - 1. Committee Report
 - 2. Resolution Authorizing a Salary Adjustment for the Winnebago County Board of Review
 - 3. Resolution Proposing Approval of an Interest Arbitration Award Between the County of Winnebago, the Winnebago County Sheriff and American Federation of State, County, and Municipal Employees, AFL-CIO, Illinois Council 31, Local 473 (AFSCME)
 - 4. Resolution Authorizing Execution of a Revised Collective Bargaining Agreement with the American Federation of State, County, and Municipal Employees, AFL-CIO, Illinois Council 31, Local 473
- B. Zoning Committee **Jim Webster, Committee Chairman**
 Planning and/or Zoning Requests:
 - 1. Committee Report
- C. Economic Development Committee..... **John Sweeney, Committee Chairman**
 - 1. Committee Report
 - 2. Resolution Granting Authority to the Winnebago County Board Chairman to Execute the Documents Necessary to Complete a Loan for \$50,000 from the Revolving Loan Fund to Rockford Rides, LLC
- D. Operations and Administrative Committee..... **Keith McDonald, Committee Chairman**
 - 1. Committee Report
- E. Public Works Committee **Dave Tassoni, Committee Chairman**
 - 1. Committee Report
- F. Public Safety and Judiciary Committee..... **Brad Lindmark, Committee Chairman**
 - 1. Committee Report
 - 2. Resolution Awarding County Towing Service
 - 3. Resolution Authorizing the Chairman of the County Board to Execute an Agreement with the City of Loves Park for Dispatch Services

10. Unfinished BusinessChairman Joseph Chiarelli

Appointment read in on August 24, 2023

- A. ETSB, Annual Compensation: None
 - 1. Marc Gasparini (New Appointment), Rockford, Illinois, 3-year term, April 30, 2023 to April 30, 2026

Finance Committee

- A. Annual Appropriation Ordinance Laid Over from September 7, 2023 Meeting

Operations and Administrative Committee

- A. Ordinance Amending Section 2-49 (Duties of the County Board Chairman) of the Winnebago County Code of Ordinances Laid Over from September 7, 2023 Meeting

**11. New Business.....Chairman Joseph Chiarelli
(Per County Board rules, passage will require a suspension of Board rules).**

12. Announcements & Communications Clerk Lori Gummow
A. Correspondence (see packet)

13. AdjournmentChairman Joseph Chiarelli

Next Meeting: Thursday, October 12, 2023

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

Approval of Minutes

**REGULAR ADJOURNED MEETING
WINNEBAGO COUNTY BOARD
AUGUST 24, 2023**

1. Chairman Chiarelli Called to Order the Regular Adjourned Meeting of the Winnebago County Board for Thursday, August 24, 2023 at 6:00 p.m.
2. Board Member Butitta gave the invocation and led the Pledge of Allegiance.
3. Agenda Announcements:

Under Appointments:

Correction of term for Marc Gasparini, should read April 30, 2023 to April 30, 2026.

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

Board Member Hanserd announced the passing of Board Member Nabors's Aunt.

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

5. Awards - None

Presentations - Tom Hodges, Overview of Updated Property Assessment. Discussion by Board Members Butitta, Goral, Arena, McCarthy, Webster, and Penney.

Public Hearings - None

Public Participation- Denzil Wynter, Community Policing, Pro

Michael Mostow, Amendment of Ordinance

APPROVAL OF MINUTES

6. Chairman Chiarelli entertained a motion to approve the Minutes. Board Member Guevara made a motion to approve County Board Minutes of July 27, 2023 and layover County Board Minutes of August 10, 2023, seconded by Board Member Thompson. Motion was approved by a unanimous vote of all members present.

CONSENT AGENDA

7. Chairman Chiarelli entertained a motion to approve the Consent Agenda for August 24, 2023. Board Member Webster made a motion to approve the Consent Agenda which includes the Raffle Report and Auditor's Report, seconded by Board Member Booker. Motion was approved by a voice vote. (Crosby, Nabors, and Salgado were absent.)

APPOINTMENTS

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

A. ETSB, Annual Compensation: None

1. Marc Gasparini (New Appointment), Rockford, Illinois, 3-year term, April 30, 2023 to April 30, 2026

REPORTS FROM STANDING COMMITTEES

FINANCE COMMITTEE

9. Board Member Butitta read in for the first reading of an Ordinance to Provide Transportation in the Rural Areas of Winnebago County, Illinois to be Laid Over.
10. Board Member Butitta made a motion to approve a Resolution Awarding Grant Writing Services, seconded by Board Member Webster. Motion was approved by a unanimous vote of all members present. (Crosby, Nabors, and Salgado were absent.)

ZONING COMMITTEE

11. Board Member Webster read in for the first reading of a Resolution Granting Site Approval of a Commercial Solar Energy Facility (AKA a Solar Farm) on a 47.21 +/- Acre Site Commonly Known as Part of Pins: 09-34-200-008 and 09-34-200-010, on N. Conger Road, in Pecatonica Township, Illinois 61063 to be Laid Over.
12. Board Member Webster read in for the first reading of a Resolution Authorizing the DC Estate Winery (8877 State line Rd, South Beloit, IL) be Subject to the Jurisdiction of the City of South Beloit Pursuant to a Pre-Annexation Agreement to be Laid Over.
13. Board Member Webster read in for the first reading of a Resolution Directing the Zoning Board of Appeals to Conduct a Public Hearing on Certain Unified Development Ordinance Amendments Regarding Commercial Wind Power Generating Facilities/Wind Farms (AKA Commercial Wind Energy Facilities) and Solar Farms (AKA Commercial Solar Energy Facilities) to be Laid Over.
14. Board Member Webster made a motion to approve a Resolution Authorizing the Chairman of the County Board to Execute an Intergovernmental Cooperation Agreement for Building Inspection by and Between the County of Winnebago, Illinois and the Village of New Milford, seconded by

Board Member McCarthy. Motion was approved by a unanimous vote of all members present. (Board Members Crosby, Nabors, and Salgado were absent.)

ECONOMIC DEVELOPMENT COMMITTEE

15. Board Member Sweeney announced an upcoming Economic Development Committee meeting on Monday at 5:30.

OPERATIONS & ADMINISTRATIVE COMMITTEE

16. Board Member McDonald read in for the first reading of an Ordinance to Amend 2018 CO 092 (Section 50-15 of the Winnebago County Code) to Reduce the Coverage of the Prohibition of the Use of Groundwater as a Potable Water Supply by the Installation or Use of Portable Water Supply Wells or by Any Other Method to be Laid Over. Board Member McDonald made a motion to recess, seconded by Board Member Guevara. Motion to go into recess was approved by a roll call vote of 17 yes votes. (Board Members Crosby, Nabors, and Salgado were absent.) Board Member McDonald made a motion to reconvene, seconded by Board Member Guevara. Motion was approved by a unanimous vote of all members present. (Board Members Crosby, Nabors, and Salgado were absent.) Board Member McDonald made a motion to suspend the rules, seconded by Board Member Webster. Motion to suspend was approved by a unanimous vote of all members present. (Board Members Crosby, Nabors, and Salgado were absent.) Board Member McDonald made a motion to amend, seconded by Board Member Arena. Discussion by Chief of the Civil Bureau Vaughn. Motion to amend was approved a by a unanimous vote of all members present. (Board Members Crosby, Nabors, and Salgado were absent.) Board Member McDonald made a motion to approve the amended Ordinance, seconded by Board Member Guevara. Discussion by Chief of the Civil Bureau Vaughn, Dr. Martell, and Board Members Tassoni, Arena, McDonald, Goral, Guevara, Lindmark, and Scrol. Motion was approved by a roll call vote of 12 yes and 5 no votes. (Board Members Fellars, Goral, Hanserd, Hoffman, and Scrol voted no.) (Board Members Crosby, Nabors, and Salgado were absent.)

PUBLIC WORKS COMMITTEE

17. Board Member Tassoni made a motion to approve (23-029) a Resolution Authorizing an Agreement between the County of Winnebago and the City of Rockford for Repairs at the Riverside Boulevard and Central Avenue Intersection, seconded by Board Member Hoffman. Motion was approved by a unanimous vote of all members present. (Board Members Crosby, Nabors, and Salgado were absent.)
18. Board Member Tassoni made a motion to approve (23-030) a Resolution Authorizing an Intergovernmental Grant Agreement with the State of Illinois, Illinois Emergency Management Agency for Flood Mitigation on Winnebago Road (CH 16), seconded by Board Member Webster. Motion was approved by a unanimous vote of all members present. (Board Members Crosby, Nabors, and Salgado were absent.)
19. Board Member Tassoni made a motion to approve (23-031) a Resolution Authorizing an Intergovernmental Cooperation Agreement between the County of Winnebago and the City of Rockford for the Jurisdictional Transfer of Linden Road (CH 82) East of Alpine Road, seconded

by Board Member McCarthy. Motion was approved by a unanimous vote of all members present. (Board Members Crosby, Nabors, and Salgado were absent.)

20. Board Member Tassoni made a motion to approve (23-032) a Resolution Authorizing the Execution of a Development Agreement Between the County of Winnebago and Rockford (Linden Road) DG LLC for Improvements to Linden Road (CH 82), seconded by Board Member Thompson. Motion was approved by a unanimous vote of all members present. (Board Members Crosby, Nabors, and Salgado were absent.)
21. Board Member Tassoni made a motion to approve (23-033) a Resolution Authorizing the Award of a Bid for 2023 HMA Patching Program (Section 23-00000-02-GM), seconded by Board Member Guevara. Board Member Tassoni made a motion to amend the Resolution, seconded by Board Member Guevara. Motion to amend was approved by a unanimous vote of all members present. Board Member Tassoni made a motion to approve the amended Resolution, seconded by Board Member Penney. Motion was approved by a unanimous vote of all members present. (Board Members Crosby, Nabors, and Salgado were absent.)
22. Board Member Tassoni made a motion to approve (23-034) a Resolution Authorizing the Appropriation of Rebuild Illinois Funds (RBI) for the Resurfacing of Best Road. (Section 23-00716-00-RS), seconded by Board Member Lindmark. Motion was approved by a unanimous vote of all members present. (Board Members Crosby, Nabors, and Salgado were absent.)
23. (23-035) a Resolution Authorizing an Intergovernmental Cooperation Agreement Between the County of Winnebago and Harlem Township for Improvements to Two Township Roads, to be sent back to committee.

PUBLIC SAFETY AND JUDICIARY COMMITTEE

24. No Report.

UNFINISHED BUSINESS

25. **Finance Committee**

- A. Board Member Butitta made a motion to approve an Ordinance for a Budget Amendment to Provide Funds for the Winnebago County Highway Department for the Riverside Boulevard Multi-Use Path Study Laid Over from August 10, 2023 Meeting – ARP Phase 4, seconded by Board Member Guevara. Motion was approved by a unanimous vote of all members present. (Board Members Crosby, Nabors, and Salgado were absent.)
- B. Board Member Butitta made a motion to approve an Ordinance for a Budget Amendment to Fund Boys and Girls Club Addressable Fire Alarm System Laid Over from August 10, 2023 Meeting – ARP Phase 4, seconded by Board Member Sweeney. Motion was approved by a unanimous vote of all members present. (Board Members Crosby, Nabors, and Salgado were absent.)
- C. Board Member Butitta made a motion to approve an Ordinance for a Budget Amendment to Provide Funds for the Boys and Girls Club New HVAC System Laid Over from August 10, 2023 Meeting – ARP Phase 4, seconded by Board Member Lindmark. Motion was approved

by a unanimous vote of all members present. (Board Members Crosby, Nabors, and Salgado were absent.)

- D. Board Member Butitta made a motion to approve an Ordinance for a Budget Amendment to Fund Zion West Enterprise Van Purchase Laid Over from August 10, 2023 Meeting – ARP Phase 4, seconded by Board Member Hanserd. Motion was approved by a unanimous vote of all members present. (Board Members Crosby, Nabors, and Salgado were absent.)
- E. Board Member Butitta made a motion to approve an Ordinance for a Budget Amendment to Fund Carpet Purchase fOr Inner City Reconstruction Group’s Building Laid Over from August 10, 2023 Meeting – ARP Phase 4, seconded by Board Member Hanserd. Motion was approved by a unanimous vote of all members present. (Board Members Crosby, Nabors, and Salgado were absent.)

NEW BUSINESS

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

ANNOUNCEMENTS & COMMUNICATION

- 27. County Clerk Gummow submitted the Items Listed Below as Correspondence which were “Placed on File” by Chairman Chiarelli:
 - A. County Clerk Gummow submitted from the United States Nuclear Regulatory Commission the following:
 - a. Byron Station – Integrated Inspection Report 05000454/2023002 and 05000455/2023002.
 - b. Monthly Notice Regarding Application and Amendments to Facility Operating Licenses and Combined Licenses Involving No Significant Hazards Considerations.
 - c. Federal Register/ Vol. 88. No. 151/Tuesday, August 8, 2023/Notices.

ADJOURNMENT

- 28. Chairman Chiarelli entertained a motion to adjourn. County Board Member Webster moved to adjourn the meeting, seconded by Board Member Thompson. Motion was approved by a voice vote. (Board Members Crosby, Nabors, and Salgado were absent.) The meeting was adjourned at 7:17 p.m.

Respectfully submitted,



Lori Gummow
County Clerk
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**REGULAR ADJOURNED MEETING
WINNEBAGO COUNTY BOARD
SEPTEMBER 7, 2023**

1. Chairman Chiarelli Called to Order the Regular Adjourned Meeting of the Winnebago County Board for Thursday, September 7, 2023 at 6:00 p.m.
2. Board Member Crosby gave the invocation and led the Pledge of Allegiance.
3. Agenda Announcements: None
4. Roll Call: 19 Present. 1 Absent. (Board Members Arena, Booker, Butitta, Crosby, Fellars, Goral, Guevara, Hanserd, Hoffman, Lindmark, McCarthy, McDonald, Nabors, Penney, Salgado, Sweeney, Tassoni, Thompson and Webster.) (Board Member Scrol was absent.)

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

5. Awards - None
- Presentations - None
- Public Hearings - None
- Public Participation- None

APPROVAL OF MINUTES

6. Chairman Chiarelli entertained a motion to approve the Minutes. Board Member Thompson made a motion to approve County Board Minutes of August 10, 2023 and layover County Board Minutes of August 24, 2023, seconded by Board Member Goral. Motion was approved by a unanimous vote of all members present. (Board Member Scrol was absent.)

CONSENT AGENDA

7. Chairman Chiarelli entertained a motion to approve the Consent Agenda for September 7, 2023. Board Member Hoffman made a motion to approve the Consent Agenda which includes the Raffle Report and Auditor's Report, seconded by Board Member Goral. Motion was approved by a voice vote. (Board Member Scrol was absent.)

APPOINTMENTS

8. **Appointments (Per County Board rules, Board Chairman Appointments require a 30 day layover unless there is a suspension of the rule).**
- A. Winnebago County Board of Health, Annual Compensation: None
1. Valerie Pobjecky (New Appointment), Rockford, Illinois, 3-year term, October 2023 to October 2026 as a Citizen at Large

REPORTS FROM STANDING COMMITTEES

FINANCE COMMITTEE

9. Board Member Butitta made a motion to approve a Resolution for Approval of a Wage Increase for RN and LPN Positions at River Bluff Nursing Home, seconded by Board Member Hoffman. Discussion by Chief Financial Officer Schultz. Motion was approved by a unanimous vote of all members present. (Board Member Scrol was absent.)
10. Board Member Butitta read in for first reading of an Annual Appropriation Ordinance to be Laid Over. Presentation by Chief Financial Officer Schultz.

ZONING COMMITTEE

11. No Report.

ECONOMIC DEVELOPMENT COMMITTEE

12. Board Member Sweeney read in a Resolution Authorizing Execution of An Intergovernmental Agreement on New Residential Construction Property Tax Refund Program With The City of Rockford, The Board of Education of Rockford School District No. 205, and The Rockford Park District (Per County Board Rule 2-85(g), this matter is automatically tabled)
13. Board Member Sweeney made a motion to approve a Resolution Approving Six Thousand Dollar (\$6,000) from Host Fees to The Rockford Area Convention and Visitors Bureau (RACVB) to Support the 2023 Stroll on State Event, seconded by Board Member Guevara. Motion was approved by a unanimous vote of all members present. (Board Member Scrol was absent.)

OPERATIONS & ADMINISTRATIVE COMMITTEE

14. Board Member McDonald made a motion to approve a Resolution Awarding Elevator Modernization for Courthouse and Old Courthouse Using CIP 2023 PSST Funds, seconded by Board Member Thompson. Motion was approved by a unanimous vote of all members present. (Board Member Scrol was absent.)

15. Board Member McDonald made a motion to approve a Resolution Establishing the Date, Time and Location of Each Meeting of the Winnebago County Board, seconded by Board Member Hoffman. Motion was approved by a unanimous vote of all members present. (Board Member Scrol was absent.)
16. Board Member McDonald made a motion to approve a Resolution Awarding JDC Parking Lot Replacement Using CIP 2021 Funds, seconded by Board Member Hoffman. Motion was approved by a unanimous vote of all members present. (Board Member Scrol was absent.)
17. Board Member McDonald made a motion to approve a Resolution Awarding Energy Wheels Replacement with ARP Funds, seconded by Board Member Penney. Discussion by Board Member Goral. Motion was approved by a unanimous vote of all members present. (Board Member Scrol was absent.)
18. Board Member McDonald made a motion to approve a Resolution Awarding Multi-Year Agreement for Permitting and Code Enforcement Software to Brightly Software, Inc. Using CIP 2024 Funds, seconded by Board Member McCarthy. Motion was approved by a unanimous vote of all members present. (Board Member Scrol was absent.)
19. Board Member McDonald read in for the first reading of an Ordinance Amending Section 2-49 (Duties of the Chairman) of the Winnebago County Code of Ordinances to be Laid Over.

PUBLIC WORKS COMMITTEE

20. No Report.

PUBLIC SAFETY AND JUDICIARY COMMITTEE

21. Board Member Lindmark announced on Wednesday, September 27th there will be a pre-trial act panel discussion at Memorial Hall from 5:30 p.m. to 6:30 p.m.

UNFINISHED BUSINESS

22. **Appointments read in on July 27, 2023**

Board Member Arena made a motion to approve the Appointments (as listed below), seconded by Board Member Crosby. Motion was approved by a unanimous vote of all members present. (Board Member Scrol was absent.)

A. New Milford Fire Protection District, Annual Compensation: \$1,000

1. Greg Tucker (New Appointment), Rockford, Illinois, to serve remainder of 3-year term, May 2022 to May 2025
2. Kurt Rodgers (Reappointment), Rockford, Illinois, 3-year term, May 2023 to May 2026

Finance Committee

- A. Board Member Butitta made a motion to approve an Ordinance to Provide Public transportation in the Rural Areas of Winnebago County, Illinois Laid Over from August 24, 2023 Meeting, seconded by Board Member Salgado. Discussion by the Chief Financial Officer Schultz, Chief of the Civil Bureau Vaughn and Board Members Butitta and Arena. Board Member Arena moved to amend, seconded by Board Member Sweeney. Motion to amend was approved by a unanimous vote of all members present. (Board Member Scrol was absent.) Board Member Butitta made a motion to approve the amended Ordinance, seconded by Board Member Thompson. Discussion by Chairman Chiarelli and Board Member Salgado. Motion was approved by a unanimous vote of all members present. (Board Member Scrol was absent.)

Zoning Committee

- A. Board Member Webster made a motion to move to the floor a Resolution Granting Site Approval of a Commercial Solar Energy (AKA a Solar Farm) on a 47.21 +/- Acre Site Commonly Known as Part of Pins: 09-34-200-008 and 09-34-200-010, on N. Conger Road, in Pecatonica Township, Illinois 61063 Laid Over from August 24, 2023 Meeting, seconded by Board Member Thompson. Board Member Webster moved to approve the Resolution, seconded by Board Member Fellars. Discussion by Chief of the Civil Bureau Vaughn, Chairman Chiarelli, Planning & Zoning Official Krup, and Board Members Fellars, Arena, Tassoni, Booker, Guevara, Goral, Webster, Crosby and Salgado. Motion failed by a roll call vote of 14 no and 5 yes votes. (Board Members Arena, Booker, Butitta, Goral, Guevara, Lindmark, McCarthy, McDonald, Penney, Salgado, Sweeney, Tassoni, Thompson, and Webster voted no.) (Board Member Scrol was absent.)
- B. Board Member Webster read in a Resolution Authorizing the DC Estate Winery (8877 State Line Rd, South Beloit, IL) be Subject to the Jurisdiction of the City of South Beloit Pursuant to a Pre-Annexation Agreement Laid Over from August 24, 2023 Meeting. Board Member Lindmark made a motion to send the Resolution back to committee for further discussion, seconded by Board Member McCarthy. Motion was approved by a voice vote. (Board Members Goral and Guevara voted no.) (Board Member Scrol was absent.)
- C. Board Member Webster made a motion to approve a Resolution Directing the Zoning Board of Appeals to Conduct a Public Hearing on Certain Unified Development Ordinance Amendments Regarding Commercial Wind Power Generating Facilities/Wind Farms (AKA Commercial Wind Energy Facilities) and Solar Farms (AKA Commercial Solar Energy Facilities) Laid Over from August 24, 2023 Meeting, seconded by Board Member Booker. Motion was approved by a unanimous vote of all members present. (Board Member Scrol was absent.) Discussion by Board Member Webster.

NEW BUSINESS

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

Board Member Lindmark announced this Sunday at Guilford High School there will be a Hero Climb honoring victims and first responders from 9/11. Also, on September 16th there is a BBQ party hosted by Marshmallow Hope for the project veteran house.

Board Member Butitta invited the Board and staff to join him on September 16th for a walk benefiting the Society of St. Vincent De Paul at the YMCA Lodge.

ANNOUNCEMENTS & COMMUNICATION

24. County Clerk Gummow submitted the Items Listed Below as Correspondence which were “Placed on File” by Chairman Chiarelli:
- A. County Clerk Gummow submitted from the United States Nuclear Regulatory Commission the following:
 - a. Collateralization Report – July 31, 2023
 - b. Investment Report - as of July 31, 2023
 - c. Monthly Interest Report – as of July 31, 2023
 - B. County Clerk Gummow submitted from The Illinois Department of Corrections a copy of the most recent Winnebago County Jail 2023 Compliance Report.

ADJOURNMENT

25. Chairman Chiarelli entertained a motion to adjourn. County Board Member Webster moved to adjourn the meeting, seconded by Board Member Thompson. Motion was approved by a voice vote. (Board Member Scrol was absent.) The meeting was adjourned at 6:56 p.m.

Respectfully submitted,



Lori Gummow
County Clerk
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CONSENT AGENDA

RAFFLE APPLICATION REPORT

Presently the County Clerk's office has Raffle Applications submitted by
7 different organizations for 10 Raffles.

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

The Following Have Requested A Class A, General License				
LICENSE #	# OF RAFFLES	NAME OF ORGANIZATION	LICENSE DATES	AMOUNT
30971	1	HARLEM COMMUNITY CENTER	9/29/2023-11/21/2023	\$2,000.00
30972	1	ROCK RIVER VALLEY TOOLING AND MACHINING ASSOCIATION	10/01/2023-11/15/2023	\$5,985.00
30979	1	ROSCOE VFW POST 2953 AUXILIARY	10/14/2023-10/14/2023	\$ 380.00
30980	1	COON CREEK CASTERS	09/24/2023-09/24/2023	\$1,000.00

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

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

The Following Have Requested A Class D, E, & F Limited Annual License				
LICENSE #	# OF RAFFLES	NAME OF ORGANIZATION	LICENSE DATES	AMOUNT
30973	1	ELLIDA LODGE HOME ASSOC	10/1/2023-10/01/2024	\$4,999.99
30974	1	ELLIDA LODGE HOME ASSOC	10/01/2023-10/01/2024	\$4,999.99
30975	1	VFW AUX POST #9759	10/1/2023-10/01/2024	\$2,000.00
30976	1	ST. AMBROGIO SOCIETY	10/01/2023-10/01/2024	\$4,995.00
30977	1	ST. AMBROGIO SOCIETY	10/01/2023-10/01/2024	\$4,995.00
30978	1	ST. AMBROGIO SOCIETY	10/01/2023-10/01/2024	\$4,995.00

This concludes my report,

Deputy Clerk *Lisa Nolley*

LORI GUMMOW
Winnebago County Clerk

Date 28-Sep-23

RESOLUTION

TO THE HONORABLE COUNTY BOARD OF WINNEBAGO COUNTY;

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

	<u>FUND NAME</u>		<u>RECOMMENDED FOR PAYMENT</u>
001	GENERAL FUND	\$	710,648
101	PUBLIC SAFETY TAX	\$	110,671
103	DOCUMENT STORAGE FUND	\$	51,277
105	VITAL RECORDS FEE FUND	\$	45
106	RECORDERS DOCUMENT FEE FUND	\$	4,925
107	COURT AUTOMATION FUND	\$	358
111	CHILDREN'S WAITING ROOM FUND	\$	8,601
114	911 OPERATIONS FUND	\$	49,567
115	PROBATION SERVICE FUND	\$	3,588
116	HOST FEE FUND	\$	6,750
120	DEFERRED PROSECUTION PROGRAM	\$	7,694
123	STATE DRUG FORFEITURE ST ATTY	\$	1,199
126	LAW LIBRARY	\$	5,739
131	DETENTION HOME	\$	41,460
155	MEMORIAL HALL	\$	875
156	CIRCUIT CLERK ELECTRONIC CITATION	\$	13,654
158	CHILD ADVOCACY PROJECT	\$	1,492
161	COUNTY HIGHWAY	\$	110,239
163	FEDERAL AID MATCHING FUND	\$	2,403
164	MOTOR FUEL TAX FUND	\$	139,964
165	TOWNSHIP HIGHWAY FUND	\$	26,311
168	TOWNSHIP BRIDGE	\$	19,040
169	HIGHWAY REBUILD IL GRANT	\$	427
181	VETERANS ASSISTANCE FUND	\$	22,637
185	HEALTH INSURANCE	\$	1,420,931
194	TORT JUDGMENT & LIABILITY	\$	7,045
195	PAYROLL CLEARING ACCOUNT	\$	1,295
196	MENTAL HEALTH TAX FUND	\$	226,869
214	2013E DEBT SERVICE FUND	\$	428
301	HEALTH GRANTS	\$	106,023
302	SHERIFF'S DEPT GRANTS	\$	107,059
304	PROBATION GRANTS	\$	81,066
309	CIRCUIT COURT GRANT FUND	\$	61,719
313	AMERICA RESCUE PLAN	\$	72,280
314	CJCC GRANTS FUND	\$	6,307
401	RIVER BLUFF NURSING HOME	\$	645,323
410	ANIMAL SERVICES	\$	26,343
420	555 N COURT OPERATIONS FUND	\$	9,475
430	WATER FUND	\$	8,302
501	INTERNAL SERVICES	\$	52,722
743	CAPITAL PROJECTS FUND	\$	196,661
748	2012F ALTERNATE REVENUE BONDS	\$	24,670
	TOTAL THIS REPORT	\$	<u>4,394,082</u>

The adoption of this report is hereby recommended:



William Crowley, County Auditor

ADOPTED: This 28th day of September 2023 at the City of Rockford, Winnebago County, Illinois.

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

ATTEST:

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

Appointments



Executive Summary

Date: 9/28/23

From: County Board Chairman Joseph V. Chiarelli

Topic: **Winnebago County Health Department Board Appointment**

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

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

Recommendation: County Board Chairman Joseph V. Chiarelli recommends **Dr. Stephen Minore** of Rockford, Illinois to serve a 3-year term from October 2023 – October 2026 as a Physician on the Winnebago County Health Department Board.

	Winnebago County Health Department
<i>Location:</i>	555 North Court Street, Rockford, IL 61011
<i>Service Description:</i>	Prevent disease, promote health and enlist community efforts to improve the health of all Winnebago County residents. Ensures all State Laws and County Ordinances regarding the preservation of health are upheld through observation and enforcement. Board of Health executes any necessary health inspections and investigations. Issues rules and regulations for programs. https://www.wchd.org/about-wchd
<i>Board Composition:</i>	Twelve Member Board appointed by the County Board Chairman with advice and consent of the County Board. 55 ILCS 5/5-25012 Two (2) licensed Physicians One (1) Dentist One (1) Veterinarian One (1) Mental Health Professional One (1) Nurse One (1) County Board Member One (1) City Council Member (City Appointment) Four (4) Citizens at Large Organization of board; powers and duties
<i>Term of Office:</i>	Three (3) year terms, One (1) year term for County Board Representative
<i>Bond:</i>	None
<i>Attorney:</i>	State’s Attorney’s Office

<i>Compensation:</i>	None
<i>Meetings:</i>	3 rd Tuesday of the month at 6:30 p.m. at the Health Department
<i>Origin of Entity:</i>	City and County Health Departments were combined based on a referendum in 1970. Authority under 55 ILCS 5/5-25001
<i>Property Tax/Funding:</i>	Designated property tax as well as fees for services and federal and state grants
<i>Consolidation/ Dissolution Plans:</i>	<i>If applicable</i> City and County Health Department were combined in 1970

August 30, 2023

Mr. Joseph Chiarelli
Chairman Winnebago County Board
County Board Office
404 Elm Street
Rockford, Illinois 61101

Dear Chairman Chiarelli,

Thank you for allowing me to express my interest in the position on the Board of the Winnebago County Health Department. I would be interested in fulfilling the obligations of that commitment.

Enclosed please find me Curriculum Vitae. I am available for any questions you or the other Board members may have.

Sincerely,



W. Stephen Minore, M.D., F.C.C.P., FASA, F.I.C.S., C.P.E.
President & CEO
Rockford Anesthesiologists Associated, L.L.C.
Medical Pain Management Services, Ltd.
Rockford Ambulatory Surgical Treatment Center, Ltd.
CEO, Illinois Society of Interventional Pain Physicians
Lifetime Director, Illinois Society of Interventional Pain Physicians
Director Emeritus, American Society of Interventional Pain Physicians
President, Winnebago County Medical Society

WSM/dkp

Enclosure

CURRICULUM VITAE
WILLIAM STEPHEN MINORE, M.D., F.C.C.P., FASA, F.I.C.S., C.P.E.

MAILING ADDRESS: 2616 Spring Creek Road
Rockford, Illinois 61107

DATE OF BIRTH: March 16, 1958
BIRTHPLACE: Detroit, Michigan

EDUCATION: Lee M. Thurston High School
Livonia, Michigan
1976 (Valedictorian)

University of Michigan
Inteflex Program Biomedical Sciences
Ann Arbor, Michigan B.S. 1980

University of Michigan Medical School
Ann Arbor, Michigan M.D. 1982

POST-DEGREE TRAINING: **Fellowship**, Anesthesiology
Cardiac and Transplantation Anesthesia
Pediatric and Adult
University of Nebraska Medical Center
Omaha, Nebraska August 1986 - June 1987

Fellowship, Anesthesiology
Cardiovascular and Vascular Anesthesia
University of Michigan Hospitals
Ann Arbor, Michigan July 1986 - August 1986

Residency, Anesthesiology
University of Michigan Hospitals
Ann Arbor, Michigan July 1984 - June 1986

Residency, General Surgery
University of Michigan Hospitals
Ann Arbor, Michigan July 1983 - June 1984

Internship, General Surgery
University of Michigan Hospitals
Ann Arbor, Michigan July 1982 - June 1983

ACADEMIC APPOINTMENTS: **Fellow**
American Society of Anesthesiologists (FASA)
November 2018

Fellow
International College of Surgeons
United States Section, Executive Committee
March 2007 – Present

**ACADEMIC
APPOINTMENTS:**
(continued)

Clinical Assistant Professor
University of Illinois
College of Medicine
Rockford, Illinois August 1987 - Present

Assistant Professor
Department of Anesthesiology
University of Nebraska Medical Center
Omaha, Nebraska July 1987 - August 1987

Instructor
Department of Anesthesiology
University of Nebraska Medical Center
Omaha, Nebraska August 1986 - June 1987

**PROFESSIONAL
APPOINTMENTS:**

Illinois Society of Anesthesiologists:
President 2004 - 2005
President Elect 2002 - 2003
Vice President 2002 - 2003
Chairman, Nominating Committee 2005 - 2006
Chairman, Economics Committee 2001 - 2004
Assistant Treasurer 2001 - 2002
Ad Hoc Committee for Mini-Internship 2001 - 2002
Legislative Review Subcommittee 2001 - 2002
Committee on Economics 2000 - 2001
Nominating Committee 2000 - 2001
Committee on Practice Management 2000 - 2001
Committee for McQuiston Award 2000 - 2001
District IV Director 1999 - 2001
District IV Alternate Delegate 1996 - 2001

Illinois State Medical Society:
Medical Legal Council 2022 - 2023
Medical Legal Council 2019 - 2021
Council on Economics 2016 - 2019
Council on Economics 2015 - 2016
Council on Economics 2012 - 2015
Council on Membership & Advocacy 2006 - 2011

Illinois Society of Interventional Pain Physicians
Director at Large 2015
Vice President 2015 - 2016
Chief Executive Officer 2007 - Present
Executive Director 2002 - 2007
Lifetime Director

American Society of Interventional Pain Physicians
Lifetime Director
Director, Emeritus 2011
Vice President, Financial Affairs

**PROFESSIONAL
APPOINTMENTS:**
(continued)

Illinois Society of Anesthesiologists (continued)
Chairman, Economics & Membership Committee
Political Action Committee (ASIPP-PAC)
Medicare B Carrier Advisory Committee (CAC)
2008 – 2011
2005 – 2008
2002 – 2005
Midwest Anesthesia Conference (MAC/PAC)
Moderator, April 19, 2002
Moderator, May 19, 2001
Rosalind Franklin University of Medicine and Science
Nurse Anesthesia Advisory Board of Directors
2013 - Present

DIRECTORSHIPS:

President & CEO

Rockford Anesthesiologists Associated, L.L.C.
Rockford, Illinois, January 1995 - Present
Medical Pain Management Services, Ltd.
Rockford, Illinois, January 1992 - Present
Rockford Ambulatory Surgical Treatment Center, Ltd.
Rockford, Illinois, January 1994 - Present

President

Rockford Anesthesiologists Associated, L.L.C.
Rockford, Illinois, March 1995 – January 2009
Medical Pain Management Services, Ltd.
Rockford, Illinois, January 1999 – January 2009
Rockford Ambulatory Surgical Treatment Center, Ltd.
Rockford, Illinois, September 1996 – January 2009

Chairman

Cardiovascular/Vascular Anesthesia Group
Rockford Anesthesiologists Associated
Rockford, Illinois, November 1991 - Present

Vice President

Rockford Anesthesiologists Associated, L.L.C.
Rockford, Illinois, November 1991 - March 1995
Rockford Ambulatory Surgical Treatment Center, Ltd.
Rockford, Illinois, February 1994 - September 1996
Medical Pain Management Services, Ltd.
Rockford, Illinois, November 1991 - January 1999

**COMMUNITY
APPOINTMENTS:**

Winnebago County Medical Society
President, 2022 - 2024
President Elect, February 2020 - 2022
Finance Committee, September 2020 - 2022

**COMMUNITY
APPOINTMENTS:**
(continued)

Rock River Valley Blood Center (RRVBC)
Representing the Winnebago County Medical Society
January 2019 – February 2022
Vice Chairman, July 2020 - Present

OSF Saint Anthony Northern Region Emergency
Medical Services-Belvidere, Princeton, Whiteside Counties

Tactical Emergency Medical Services (TEMS)
Medical Director, September 21, 2015 – December 2018

Winnebago County Sheriff's Department
SWAT Medical Director/TEMS, 2016 – Present

Rockford Area Economic Development Council
Director, January 2009 – May 2016
Chairman, Nominating Committee

Health Care Advisory Committee
State Representative, State of Illinois

Rockford Health Council
Treasurer, January 2010 – April 2011
Director, January 2005 – December 2007

Rockford Area Chamber of Commerce
Board of Directors, May 2002 – June 2009

Rosecrance Foundation Board
Board of Directors, July 2007 – June 2008

COURSE DIRECTOR:

Advanced Transesophageal Echocardiography; Rockford
Memorial Hospital, April 1993, October 1993,
February 1994, September 1994

Transesophageal Echocardiography: An Introduction;
Rockford Memorial Hospital, April 1993, October 1993,
January 1994, June 1994

**CLINICAL
TRAINER:**

Transesophageal Echocardiography in ICU/OR
June 1991 - Present

Medtronic Clinical Preceptor for Dorsal Column Stimulators
and Intrathecal Catheters, January 1993 - Present

**GRANT/CONTRACT
SUPPORT:**

Principal Investigator "Labetalol in Post Coronary
Bypass Hypertension",
1986 - 1987

**GRANT/CONTRACT
SUPPORT:**
(continued)

Principal Investigator "Use of Implantable Pumps with Spinal Opioids for Malignant and Non-Malignant Pain Syndromes",
1989 - Present

Principal Investigator "Use of a New Intrathecal Spinal Catheter for Synchromed Pumps",
1994 - Present

CERTIFICATIONS:

Diplomate, National Board of Medical Examiners, 1983
BCLS and ACLS, 1982, 1983, 1984, 1986, 1988, 1990
ACLS Instructor, 1985, 1989

Certified, American Board of Anesthesiology 1988

Diplomate, American Academy of Pain Management, 1989

Recertification, Subspecialty of Pain Medicine
American Board of Anesthesiology, 10/4/2014 – 12/31/2024

Recertification, Subspecialty of Pain Medicine
American Board of Anesthesiology, 1/1/2004 – 12/31/2013

Diplomate, American Board of Anesthesiology, - 1998

Physician's Recognition Award

American Medical Association, 4/1/2000 – 4/1/2003

Certified Physician Executive, American College of
Physician Executives, 1999

LICENSURE:

State of Michigan, 1983 #46091

State of Illinois, 1987 #036-075603

State of Wisconsin, 1998 #40470

State of Florida 2018 #8363642

**SPECIAL
INTERESTS/AREAS
OF RESEARCH:**

Pain Management - Neurolysis - Peripheral/Intrathecal
Cardiac Anesthesia – adult and pediatrics
Vascular Anesthesia
Dorsal Column Stimulation
Reflex Sympathetic Dystrophy
Implantable Morphine Pumps/Intrathecal Catheters
High Risk OB Anesthesia
Staff Member - Pediatric Intensive Care (PICU) and
Adult Intensive Care

**MEMBERSHIPS IN
PROFESSIONAL
SOCIETIES:**

American Society of Interventional Pain Physicians
Illinois Society of Interventional Pain Physicians
American Medical Association
American Society of Anesthesiologists
International Anesthesia Research Society
Society of Cardiovascular Anesthesiologists

**MEMBERSHIPS IN
PROFESSIONAL
SOCIETIES:**
(continued)

Illinois Society of Anesthesiologists
Winnebago County Medical Society
Association of Pain Management Anesthesiologists

**HOSPITAL
AFFILIATIONS
AND
COMMITTEES:**

University of Illinois College of Medicine at Rockford
Dean's Action Council
Executive Committee
Committee on Student Affairs, Promotions, Awards &
Scholarships
OSF Saint Anthony Medical Center
Tactical Emergency Medical Services, Medical Director,
2013 - 2019
Anesthesia Section, Steering Committee
Surgery, Vice Chairman, 2015 - 2020
Trauma QI Committee, Trauma/Burn Committee
Trauma Program Operational Process Performance
Operating Room Committee, Chair, 1999 - 2020
Credentials Committee, 1995 - 2020
Rockford Ambulatory Surgery Center
Credentials Committee, Chair – 1996 - Present
SwedishAmerican Hospital – Active Staff
Anesthesia Committee, Perioperative Committee
Freeport Memorial Hospital – Courtesy Staff
Van Matre Health South Rehab Hospital – Active Staff
Katherine Shaw Bethea – Associate Staff
Anesthesia Department, Chair
Medical Staff Committee
Rochelle Community Hospital – Courtesy Staff

BIBLIOGRAPHY

PUBLICATIONS:

Improving Satisfaction Among Established Patients in a
Midwestern Pain Clinic; Applied Nursing Research 33 (2016)
54-60, October 15, 2016

Abstracts, Labetalol in Post Coronary Bypass
Hypertension – Society of Cardiovascular Anesthesia 1988

Opioid Guidelines in the Management of Chronic Non-
Cancer Pain – Pain Physician. 2006; 9:1-40,
ISSN 1533-3159

AWARDS:

Distinguished Service Award – 2018
American Society of Interventional Pain Physicians
Outstanding Patient Access to Care & Patient Safety

Outstanding Service Award – 2017
American Society of Interventional Pain Physicians
Outstanding Education, Policies & Procedures

AWARDS:
(continued)

Distinguished Service Award – 2016
Illinois Society of Anesthesiologists
Outstanding Education, Patient Safety & Outcomes

Citizen Service above Excellence and
Entity Service above Excellence – 2016
Rockford Police Department & The City of Rockford

PRESENTATIONS:

“Negligent Credentialing” Grand Rounds, OSF Saint Anthony Medical Center (invited lecturer) Rockford, Illinois, December 2019

I. “Complex Regional Pain Syndrome”

II. “Narcotic Analgesics, Use, Misuse and Alternatives”

University of Illinois College of Medicine Rockford., Medical Education & Evaluation
(invited lecturer) April 2018

International Conference Clinical Case Reports 2017: “Exploration of Advancements in the Field of Medicine” (invited, Organizing Committee Member, Panelist & Session Chair) Dubai, United Arab Emirates, April 2017

“Chronic Pain & RSD” University of Illinois College of Medicine at Rockford (invited lecturer) March 2017

“SWAT Narcan Training” TAC MED Program in conjunction with Saint Anthony Medical Center and the Rockford Police Department, (TAC MED Medical Director) April 2016

“Pain Management 2015” Grand Rounds, SwedishAmerican Hospital, (invited lecturer) April 2014

“Narcotics and Prescriptive Guidelines” OSF Saint Anthony Medical Center’s May Day Conference, Giovanni’s Conference Center, Rockford, Illinois (invited lecturer) May 2013

“Strategies in Negotiating Managed Care Contracts” Caesar’s Palace, Las Vegas, Nevada, University of Chicago, Division of the Biological Sciences and the Pritzker School of Medicine, (invited lecturer) May 2012

“New Treatment Modalities for CRPS— Neuropathic Pain” Christchurch, New Zealand, Burwood Hospital, Pain Management Centre (invited lecturer) May 2011

“Pain Management in Ambulatory Surgery Centers” (invited moderator) — FASA 2009 National Meeting, Nashville, Tennessee April 2009

“New Treatment Modalities for CRPS — Neuropathic Pain” New Horizons in Medicine, Midwest Educational Institute, Golfito, Costa Rica (invited lecturer) February 2009

PRESENTATIONS:

(continued)

“Radiofrequency Ablation” Rock River Valley Chapter, National Association of Orthopedic Nurses, Giovanni’s Conference Center, Rockford, Illinois (invited lecturer) December 2008

“What is New in Pain Management” Seminar on Changing Medicine, Kenai Peninsula, Soldotna, Alaska (featured lecturer) July 2008

“Reflex Sympathetic Dystrophy” Nelspruit MediClinic, Nelspruit, South Africa (invited lecturer) June 2007

“Treatment of Neuropathic Pain” Queen Elizabeth Hospital, Kowloon Side of Jordan, Kowloon, Hong Kong, (invited lecturer) April 2006

“Neuropathic Pain” Grand Rounds, OSF Saint Anthony Medical Center, (invited lecturer) Rockford, Illinois March 2006

“Reflex Sympathetic Dystrophy” Lower Extremity Medicine, Midwest Educational Institute, Hospital CIMA, (invited lecturer) San José, Costa Rica, January 2006

“Anesthesia in the Out-Patient Setting, Pitfalls & Emergencies” ASPSN 31st Annual Convention, (invited lecturer) Chicago, Illinois, September 2005

“Pain Management Update, What’s New in 2005” Illinois Valley Community Hospital, (invited lecturer) Peru, Illinois, September 2005

“Toxemia” SwedishAmerican Hospital, Birth Place, (invited lecturer) Rockford, Illinois, May 2005

“Narcotics and The Federal Government” Aim Immediate Care (invited lecturer) Sycamore, Illinois, March 2005

“Narcotics and The Federal Government” OSF Saint Anthony Medical Group, (invited lecturer) Rockford, Illinois, March 2005

“Drugs Utilized in OB Anesthesia” SwedishAmerican Hospital, Birth Place, (invited lecturer) Rockford, Illinois, December 2004

“Narcotics and The Federal Government” Grand Rounds, OSF Saint Anthony Medical Center, Rockford, Illinois, October 2004

“Hypovolemic Shock” SwedishAmerican Hospital, Birthplace, (invited lecturer) Rockford, Illinois, August 2004

“Physical and Psychological Aspects of Drug Addiction” The Nurses Expo, (invited lecturer) Clock Tower Resort, Rockford, Illinois, March 2004

PRESENTATIONS:

(continued)

“A Physician’s Perspective of the Pain Management Community” The NHCAA Institute for Health Care Fraud Prevention, Fraud in Pain Management, (invited lecturer) Newport Beach, California, March 2004

“Psychological Components of Pain Management” The NHCAA Institute for Health Care Fraud Prevention, Fraud in Pain Management, (invited lecturer) Newport Beach, California, March 2004

“Liability Crisis” American Society of Interventional Pain Physicians, 5th Annual Meeting, (invited lecturer) Alexandria, Virginia, September 2003

“Plaintiff’s Expert Witness” American Society of Interventional Pain Physicians, 5th Annual Meeting, (invited lecturer) Alexandria, Virginia, September 2003

“Expert Witness: Fact or Fiction?” American Society of Interventional Pain Physicians, Interventional Pain Management Symposium, (invited lecturer) San Diego, California, March 2003

“Handling a Difficult Patient” American Society of Interventional Pain Physicians, 2nd Semiannual Interventional Pain Medicine/Practice Symposium (invited lecturer) March 2002

“Workplace Violence” American Society of Interventional Pain Physicians, 2nd Semiannual Interventional Pain Medicine Practice Symposium (invited lecturer) March 2002

“Reflex Sympathetic Dystrophy” Midwest Educational Institute, Kenai Peninsula, Alaska (invited lecturer) June 2001

“Pain Management OPIOIDS, RSD’S and New Techniques” Grand Rounds, OSF Saint Anthony Medical Center, Rockford, Illinois September 1999

“Reflex Sympathetic Dystrophy Diagnosis, Treatment and Prognosis” Bowman Gray School of Medicine Conference, Cabo San José, Mexico (invited lecturer) September 1999

“RSD’s - Dorsal Column Stimulation for RSD’s, Pain Syndromes, an Overview” American Society Pain Management R.N. National Meeting, Dallas, Texas (invited lecturer) May 1995

“RSD’s - Diagnosis, Prognosis and Treatment” Anesthesia Annual Meeting, Rockford, Illinois (invited lecturer) March 1995

“Handling the Difficult Patient, Violence in the Workplace” Changing Medicine Seminar, (invited lecturer) Baja, Mexico, August 2003

“Treatment of Back Pain and Its Sequelae” Pain Management Grand Rounds, Rockford, Illinois, February 1995

PRESENTATIONS:

(continued)

"Intraoperative Transesophageal Echocardiography for Cardiac Anesthesiology"
Rockford Memorial Hospital, (course director) January 1995

"Chronic Pain Syndromes in Workmen's Compensation" Winnebago County Bar
Association Workmen's Compensation Seminar, Rockford, Illinois (guest speaker)
January 1995

"IV Conscious Sedation in Pediatrics and Neonates" Regional Pediatric Conference,
Clock Tower Resort, Rockford, Illinois, Sponsored by Rockford Memorial Hospital,
(guest lecturer), November 1994

"Advanced Techniques in Transesophageal Echocardiography for Diagnosticians" 13
Category I CME Credits, Kenora, Ontario, (course director) October 1994

"Use of Spinal Opioids in Pregnant Women at Term" Kenora, Ontario, October 1994

"Use of Antiemetics in the Postoperative Setting" Anesthesia Grand Rounds, Chicago
Society of Anesthesiologists, (invited lecturer) April 1994

"Use of Muscle Relaxants for Intrauterine Procedures" Regional Perinatal Conference,
Rockford Memorial Hospital, Rockford, Illinois, May 1993

"Advanced Techniques in Transesophageal Echocardiography for Diagnosticians"
13 Category I CME Credits, Rocky Mountain Lodge, British Columbia, (course director)
April 1993

"Use of Implantable Morphine Pumps for Chronic Benign and Malignant Pain
Syndromes" C.G.H. Hospital Medical Staff Grand Rounds, Sterling, Illinois, (invited
lecturer) April 1993

"Conscious Sedation" Regional Care Symposium, Swedish American Hospital,
Rockford, Illinois (invited lecturer) September 1997

"Pain Management Roundtable Discussion: What's New in Pain Management" ASPMN
National Meeting, Dallas, Texas (invited discussant) May 1995

"Use of Intraoperative Transesophageal Echocardiography for Cardiac and Non-Cardiac
Surgery" St. Joseph Academy of Anesthesiology Meeting, Memorial Hospital, South
Bend, Indiana, (invited lecturer) April 1993

"Use of Spinal and Epidural Opioids in Chronic and Malignant Pain Syndromes"
Woodstock Hospital Grand Rounds (invited lecturer) April 1992

"Prophylaxis of Aspiration Perioperatively" University of Kentucky (Grand
Rounds)(invited lecturer) May 1990

"Cardiac Anesthesia and Critical Care: An Update on What's New" Symposium
Director Kentucky Society of Anesthesia (invited lecturer) April 1990

PRESENTATIONS:

(continued)

"Perioperative Risk Factors and Operative Risk Reduction for Anesthesia and Surgery"
Chicago Society of Anesthesia (invited lecturer) March 1990

"Use of Non-Invasive and Invasive Monitors for Reduction of Myocardial Ischemia"
Annual Meeting of Dayton Society of Anesthesia (invited lecturer) March 1990
(Transesophageal Echo)

"Use of Transesophageal Echocardiography in Diagnosis of Myocardia Ischemia"
Society of Cardiovascular Anesthesiology Meeting University Missouri, January 1990,
Symposium Director - Cardiovascular Section

"Thromboelastography: Its Use to Reduce Operative Transfusions" University of
Lexington Cardiac Surgery Society (invited lecturer) Lexington, Kentucky, May 1989

"Control of Preoperative Hypertension in Out Patients" Columbus Society Anesthesia
Annual Meeting (invited lecturer) Columbus, Ohio, May 1989

"Thromboelastography: Its Use and Applications in Anesthesia" Indiana University
Department of Anesthesia Grand Rounds (invited lecturer) Indianapolis, Indiana, April
1989

"Preop Evaluation of Patients for Major Vascular Surgery" University of Louisville,
Anesthesia Grand Rounds (invited lecturer) Louisville, Kentucky, April 1989

"Aspiration and Outpatient Surgery" Evansville Society of Anesthesia Grand Rounds
(invited lecturer) Evansville, Indiana, March 1989

"Role of Epidural Narcotics for Post OP Pain Control" Grand Rounds (invited lecturer)
Topeka, Kansas, February 1989

"Use of Parenteral Antihypertensives" SwedishAmerican Hospital (E.R. Grand Rounds)
Rockford, Illinois, January 1989

"Use of Parenteral Antihypertensives Perioperatively, An Intensive Overview" Green
Bay Anesthesia Society, (invited lecturer) Green Bay, Wisconsin, December 1988

"Use of Antihypertensives in Anesthesia International Symposium" (invited discussant)
Naples, Florida, November 1988

"Use of Inotropes in Separation From Cardiopulmonary Bypass" Baltimore Society of
Anesthesiologists (invited lecturer) Baltimore, Maryland, November 1988

"Treatment and Prophylaxis for Acid Aspiration Syndrome: A New Look at an Old
Problem" Greater Baltimore Medical Center (Grand Rounds) Baltimore, Maryland,
November 1988

PRESENTATIONS:

(continued)

"The New Muscle Relaxants, Use and Implications" New York Anesthesia Symposium (invited lecturer) New York, New York, October 1988

I. "Thromboelastography and Its Clinical Implications to Reduce Transfusions"

"The New Muscle Relaxants, Use and Implications" New York Anesthesia Symposium (invited lecturer) New York, New York, October 1988 (continued)

II. "Anesthesia for Cardiac and Hepatic Transplantation" New York Hospital Grand Rounds (invited lecturer) New York, New York, August 1988

"Use of Antihypertensives in Pregnancy Induced Hypertension" (invited lecturer) Elgin, Illinois, July 1988

I. "Thromboelastography: Its Use in Obtaining Hemostasis"

II. "Review of Coagulation and Its Abnormalities" Anesthesia Seminars, Lake Lawn Lodge, (invited lecturer) Lake Geneva, Wisconsin, June 1988

"Treatment and Theories of Perioperative Hypertension and Its Implications" Milwaukee Society of Anesthesiologists (invited lecturer) June 1988

I. "Preop Preparation for Cardiac Surgery"

II. "Emergence from Cardiopulmonary Bypass" Kansas State Society of Anesthesia (invited lecturer) Topeka, Kansas, February 1988

"Anesthesia for Vascular and Cardiovascular Surgery: What, When and Why" Wichita Society of Anesthesiologists (invited lecturer) Wichita, Kansas, February 1988

"Cardiac Anesthesia 1989" Kentucky Society of Anesthesia Annual State Meeting (invited lecturer) Lexington, Kentucky, April 1989

"Cardiac Anesthesia 1989, An Update" Pittsburgh Anesthesiology Society (invited lecturer) Pittsburgh, Pennsylvania, March 1989

"Preop Cardiac Evaluation of Patients for Surgery" Memphis Society of Anesthesiologists (invited lecturer) Memphis, Tennessee, January 1988

"Use of Inotropes in Cardiac Anesthesia" Missouri State Anesthesia Society Meeting (review course) Columbia, Missouri, January 1988

"Use of H₂ in the Perioperative Period" State Anesthesia Society Meeting, South Dakota (invited lecturer) Rapid City, South Dakota, Fall 1987

"Review of Inotropic Drugs and Their Mechanism of Action" Denver Anesthesiology Society (invited lecturer) Denver, Colorado, July 1987

"Labetalol and Its Cardiovascular Functions" Tarrant County Anesthesia Society Meeting (invited lecturer) Fort Worth, Texas, July 1987

PRESENTATIONS:

(continued)

"Control of Malignant Hypertension and a Review of Antihypertensives" Denver General Hospital (invited lecturer) Denver, Colorado, July 1987

"Anesthesia for Vascular Surgery" Presbyterian Hospital (invited lecturer) Dallas, Texas, July 1987

"Preop Evaluation and Preparation of the Patient for Cardiovascular Surgery" Monterey Bay Anesthesiology (invited lecturer) Monterey, California, July 1987

"Use of Antihypertensive in Anesthesia with Reference to Cardiac Anesthesia" (invited lecturer) Nashville, Tennessee, June 1987

"Control and Treatment of Malignant Hypertension" Tri Cities Regional Anesthesia Meeting (invited lecturer) Kingsport, Tennessee, June 1987

"H₂ Antagonists for Anesthesia" Rapid City Regional Hospital Anesthesia Grand Rounds (invited lecturer) Rapid City, South Dakota, June 1987

"Labetalol: Its Clinical Relevance and Use in Hypertension" Colorado Anesthesiologists Society (invited lecturer) Broadmoor Hotel, Colorado Springs, Colorado, June 1987

"Hypertensive Crises in Anesthesia" Rapid City Regional Hospital Grand Rounds (invited lecturer) Rapid City, South Dakota, June 1987

"H₂ Antagonists in the Elderly" Hot Springs VA Medical Conference (invited lecturer) Hot Springs, South Dakota, June 1987

"Current Therapy of Preoperative Hypertension" Clarkson Hospital Grand Rounds (invited lecturer) Rapid City, South Dakota, June 1987

"Current Concepts in Control of Malignant Hypertension" (invited lecturer) Red Oak, Iowa, May 1987

"Use of H₂ Antagonist in the Preoperative Setting" Denver Medical Society (invited lecturer) Denver, Colorado, April 1987

"Preop Preparation and Evaluation of Patients for Cardiac/Vascular Surgery" Denver Society of Anesthesiologists (invited lecturer) Denver, Colorado, April 1987

"Cardiac Evaluation Prior to Anesthesia and Surgery" San Jose Hospital Grand Rounds (invited lecturer) San Jose, California, July 1987

"Current Treatment and Physiology of Hypertension" Denver General Hospital Medical Grand Rounds (invited lecturer) Denver, Colorado, April 1987

PRESENTATIONS:

(continued)

"Orthotopic Liver and Cardiac Transplantation" Kirksville Osteopathic Hospital Grand Rounds (invited lecturer) Kirksville, Missouri, April 1987

"Vascular Surgery and Hypertensive Management" Department of Surgery Grand Rounds, Grand Rounds, Topeka Medical Center (invited lecturer) Topeka, Kansas, April 1987

"Hypertensive Crisis and Its Management" Internal Medicine Grand Rounds (invited lecturer) Kirksville, Missouri, April 1987

"Preeclampsia and Peripartum Hypertension" St. Anthony Hospital (Anesthesia Grand Rounds) Denver, Colorado, March 1987

"Cardiac Anesthesia and Hypertension" Denver General Hospital (Anesthesia Grand Rounds) Denver, Colorado, March 1987

"Use of H₂ Antagonists in the Perioperative Period" State Anesthesia Society Meeting, South Dakota (invited lecturer) Rapid City, SD, Fall 1987

"Review of Inotropic Drugs and Their Mechanisms of Action" Denver Anesthesiology Society (invited lecturer) Denver, Colorado, July 1987

"Labetalol and Its Cardiovascular Functions" Tarrant County Anesthesia Society Meeting (invited lecturer) Fort Worth, Texas, July 1987

"Control of Malignant Hypertension and a Review of Antihypertensives" Denver General Hospital (invited lecturer) Denver, Colorado, July 1987

"Use of Inotropes in Cardiac and Non-Cardiac Surgical Procedures" University of Nebraska Medical Center (Anesthesia Grand Rounds) Omaha, Nebraska, January 1987

"Post Operative Control of Hypertension and A Review of Current Antihypertension Therapy Post Cardiac Surgery" Kansas City Society of Anesthesiology (invited lecturer) Marriott Plaza, Kansas City, Missouri, January 1987

"Perioperative Control of Hypertension" Research Medical Center (Anesthesia Grand Rounds) Kansas City, Missouri, January 1987

"Techniques of Anesthesia for Cardiac Transplantation" University of Nebraska Medical Center (Anesthesia Grand Rounds) Omaha, Nebraska, December 1986

"Invasive Hemodynamic Monitoring and Its Applications" University of Nebraska Medical Center (Anesthesia Grand Rounds) Omaha, Nebraska, October 1986

"Labetalol and Its Applications" Educational Seminars (teleconference), October 1986

PRESENTATIONS:

(continued)

"Anesthesia for Vascular Surgery" Regional Anesthesia Conference (invited lecturer)
Ann Arbor, Michigan, June 1986

"Hypertensive Emergencies and Their Treatment" Heritage Hospital Medical Grand
Rounds (invited lecturer) Trenton, Michigan, May 1986

Jonathan K. Logemann
216 Paris Avenue • Rockford, IL 61107
jklogemann@gmail.com
(815)-312-8747

EDUCATION

University of Illinois-Chicago, Chicago, IL
M.B.A., May 2015, Emphasis in Operations Management, Economics

Northwestern University
M.P.P.A., June 2013, Emphasis in Public Safety & Security

University of Wisconsin-Madison, Madison, WI
B.S.E., August 2009, Social Studies Secondary Education

EDUCATION EXPERIENCE

Business, Social Studies, SILE Educator, 2014-Present
Rockford Public Schools 205 (Auburn High School, Kennedy Middle School)

- Instructed courses in the Gifted Academy, the Business Academy, and Freshman Academy: AP Microeconomics, AP Comparative Politics, AP US Government, Intro to Business, Career Readiness
- Identified as an "Excellent" instructor while serving at Auburn High School
- Provided Tier 3 behavior intervention to students, proactively working with staff and administration daily to address both students' successes and shortcomings
- Served as Key Club Advisor and JV Baseball Coach at Auburn HS and 7th Grade Boys Basketball Coach at Kennedy MS

History Educator, 2009-2014
Chicago Public Schools (Fenger Academy High School, Carl Schurz High School)

- Appointed as Small Learning Community team leader by administration; Promoted to World Studies course team leader; led four teachers in the course
- Served as Freshman boys basketball coach, Varsity Assistant Cross-Country Coach (Fenger HS)
- Designed curriculum aligned with College Readiness Standards for Fenger and Marshall High Schools' Social Studies Departments

MILITARY EXPERIENCE

Illinois Army National Guard, 2012-Present
Company Commander, Co. B, 1-178th Infantry

- Served on a General-level staff in support of Operation Freedom's Sentinel, Afghanistan, 2019-20
- Manned, planned, and equipped training for 131 Soldiers as Commander from 2020-2023.
- Recommended for promotion ahead of peers, identified as #1 Captain in Battalion by BN CDR
- Graduated on Commandant's List, Infantry Basic Officer Leader Course

MUNICIPAL EXPERIENCE

Alderman
City of Rockford, 2nd Ward, 2017-Present
Elected to represent Rockford's 2nd Ward as city alderman in 2017. Chief tasks include connecting residents to City services, fulfilling constituent requests, and legislating on behalf of Rockford's 2nd Ward.

ORGANIZATIONS: Veterans of Foreign Wars, American Legion, Military Officers Association of America, National Guard Association of the United States, Rockford Education Association

References available upon request



Joseph V. Chiarelli

County Board Chairman

County of Winnebago

Executive Summary

Date: September 28, 2023

From: County Board Chairman Joseph V. Chiarelli

Topic: **Board Appointment**

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

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

Recommendation: County Board Chairman Joseph V. Chiarelli recommends Tim Delaney, Rockford, Illinois to serve the remainder of a 4-year term from March, 2023 – March 2027 on the **River Bluff Board of Directors**

River Bluff Board of Directors	
<i>Location:</i>	County Board Office, 404 Elm St., Rockford, IL 61101
<i>Service Description:</i>	The County has identified the need for River Bluff Nursing Home to have more oversight over its business operations and create strategic goals in becoming economically viable and have long term success.
<i>Board Composition:</i>	The River Bluff Nursing Home Board of Directors shall be comprised of nine (9) members, including one (1) County Board member appointed by the Winnebago County Board Chairman with the advice and consent of the Winnebago County Board. They shall be representative of the community and with specific expertise in the areas of: health care, finance/banking, accounting, social services, human resources and marketing
<i>Term of Office:</i>	Each Board member shall hold office for a term of (4) years. Each Board member, including a Board member appointed to fill a vacancy, shall hold office until expiration of the term for which appointed or until a successor has been appointed and qualified. Board members may be reappointed to successive terms, provided no Board member may serve for more than three (3) consecutive (4) year terms
<i>Bond:</i>	None
<i>Attorney:</i>	State’s Attorney
<i>Compensation:</i>	None
<i>Meetings:</i>	<i>To be determined</i>
<i>Origin of Entity:</i>	Established by county ordinance 2022 CR 142
<i>Property Tax/Funding:</i>	levies an annual property tax, charges for services and replacement tax.
<i>Consolidation/Dissolution Plans:</i>	<i>If applicable</i>

September 18, 2023

The Honorable Joseph V. Chiarelli, Chairman
Winnebago County Board
404 Elm Street, Room 533
Rockford, IL 61101

Dear Mr. Chairman:

I would like to register my interest with you to fill the open seat on the Board of River Bluff Nursing Home. I believe that I possess the appropriate level of skills, knowledge, and experience, in my twenty-five years in the public accounting profession, to advise the Board in the delicate balance of providing dignified, professional care to the facility's residents in a prudent economic manner.

Under separate cover, I have provided my CV for your consideration. In addition to my CV, I would like to highlight my past volunteer experience, as it relates to my profession, and social service agencies involved in providing healthcare services.

Currently, I serve on the Audit & Assurance Services Committee of the Illinois CPA Society. Within that role, we advise the American CPA Society (AICPA) on matters of current and proposed policy as it relates to effectively maintaining the highest standards of public trust, as it relates to placing assurance on audited material. As such, I have access to the points of view, and experiences, of 15 of my fellow colleagues.

In the past (2012 – 2017), I was a member of the Board of Advisors of Catholic Charities of the Archdiocese of Chicago; serving on their Audit Committee. As a member of that committee, I reviewed the independent auditor's work, monitored the implementation of all suggestions, made inquiries of management pertaining to budgetary requests and variances, and provided advice to the Executive Committee of the Board.

I hope that the preceding discussion of my background, as well as my CV, will be assistive in assessing my suitability for this open seat. Please feel free to contact me if you have any questions. I look forward to your response.

Yours truly,

A handwritten signature in black ink, appearing to read "Timothy J. Delany". The signature is fluid and cursive, with a large initial "T" and "D".

Timothy J. Delany, CPA, CGMA

Timothy J. Delany, CPA, CGMA
917 Kehoe Drive
Saint Charles, IL 60174
(708) 609-9322
Timothy.j.delany@gmail.com

EXPERIENCE: 2019 – Present RSM US LLP – Manager of Local Market Group

- Managed reviews and compilations for manufacturing and distribution companies.
- Maintained required professional educational requirements to lead employee benefit plan audits.
- Managed outsourced accounting services for small clients
- Train, supervise, and review staff.
- Developed new and existing client relationships in the Rockford-to-Fox River Valley region.

2018 – 2019 Pier & Associates, Ltd. – Director of Accounting and Assurance

- Managed audits, reviews and compilations for construction, manufacturing, IT services, Event production service, and non-profit clients.
- Maintained required professional educational requirements to lead employee benefit plan audits.
- Write requests-for-proposal on behalf of firm.
- Train, supervise, and review staff.
- Prepared and reviewed corporate, S-corporation, partnership, non-profit, private foundation, and trust tax returns.
- Responsible for quality control procedures for audit, attest, and agreed-upon procedures rendered by the firm.
- Developed relationships for potential sources of business.

2015 – 2018 Dowell Group, LLP – Audit Manager / Director of High Net-Worth Group

- Managed audits and reviews for construction, manufacturing, professional service, transportation, and non-profit clients.
- Responsible for preliminary risk assessment.
- Train, supervise and review staff.
- Interface with partners and client throughout entirety of engagement.
- Prepared and reviewed corporate, S-corporation, partnership, non-profit, private foundation, and trust tax returns.
- Responsible for quality control procedures for audit, attest, and agreed-upon procedures rendered by the firm.
- Developed relationships for potential sources of business.

2014 – 2015 Compass Holding, LLC – Senior Financial Controller

- Oversee all financial reporting for parent company and 6 subsidiaries; additionally oversee financial reporting for 4 unrelated entities.
- Prepare and document internal controls for all subsidiaries, and perform random tests.
- Maintain and develop relationships with lending institutions.
- Interpreted results of financial statements, as well as leading and lagging financial ratios, to owner.
- Prepared compliance certificates for all financial institutions.

Timothy J. Delany, CPA, CGMA
917 Kehoe Drive
Saint Charles, IL 60174
(708) 609-9322
Timothy.j.delany@gmail.com

2012 – 2014 Gray Hunter Stenn, LLP – Audit Manager

- Managed audits and reviews for construction, manufacturing, and logistics clients.
- Responsible for preliminary risk assessment.
- Supervision and review of staff.
- Interface with partners and client throughout entirety of engagement.
- Finalized of electronic audit files and composed management letters to clients.
- Prepared and reviewed corporate, S-corporation, partnership, and trust tax returns.

2006 – 2012 Cray, Kaiser Ltd. – Supervisor

- Progressive movement to Supervisory role within Firm.
- Supervised work for audit clients, including preparation and review.
- Client base consists of general and sub-contractors, manufacturers and distributors of heavy machinery, and membership-based non-profit organizations.
- Perform annual compilations and reviews of audit clients.
- Maintain and build strong working relationships with long-standing clients of Firm.

1997 – 2006 Levine, Hahn, Kilcoyne, LLC. – Staff Accountant

- Extensive experience in audit and tax capacities.
- Duties included audit work, financial statement preparation to GAAP standards, individual, C-Corp and S-corp. income tax return preparation.

EDUCATION: Lewis University – Accounting, 1997
Northwestern University – Economics, 1988

SOFTWARE: Thompson-Reuters CSA Software, CCH Tax and Write-up Software, RIA Checkpoint, Caseware, Ultra Tax, Prosystems, Lacerte, SAP, Great Plains, Quick-books, and all Microsoft Office Suite applications.

ORGANIZATIONS: American Institute of Certified Public Accountants
Illinois CPA Society – Audit and Assurance Services Committee
Evans Scholars Alumni Association



Executive Summary

Date: September 28, 2023

From: County Board Chairman Joseph V. Chiarelli

Topic: **Board Appointment**

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

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

Recommendation: County Board Chairman Joseph V. Chiarelli recommends **Jake Castanza** of Rockford, Illinois, to serve the remainder of a 5-year term from May 2021 to May 2026 on the **Chicago Rockford International Airport Board**.

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

Born and raised in Rockford, Illinois Jake Castanza is a proud graduate of Boylan Catholic High School. A graduate of Western Illinois University, with a Master's degree from The Brian Lamb School of Communication at Purdue University, Jake led fundraising efforts for the YMCA of Rock River Valley as Sr. Director of Mission Advancement to support youth and teen programming like "Project 505", social service programming like "AmeriCorps", and after school care for thousands of children and families in Winnebago County and greater region – which resulted in millions of dollars for the community.

In his career, Jake served as Executive Director for five years at Project First Rate (PFR), a labor-management association representing 17 construction unions, 300+ construction contractors, and 15,000 workers. At PFR Jake Castanza successfully engaged thousands of students and individuals looking for a better career: he aggressively promoted the Building Trades apprenticeship programs with the hopes of employing local individuals looking for quality careers. Jake also helped attract billions in private capital and public investments for both building and highway construction — a significant accomplishment that resulted in hundreds of thousands of working hours for working men, women, and their families and benefitted our community millions of dollars in tax revenues.

While Jake has returned to Illinois to start his family with his wife Ashleigh and son, Arsenio, he did leave in 2019 for two years to serve The Wisconsin Building Trades Council. The organization launched its effort to build a strong voice for the state's 40,000 union construction workers and future generations under his leadership. In a short time, Jake laid the groundwork for the state's seven Regional Building Trades Councils and 15 Building Trade Unions in the construction industry. The list of accomplishments includes establishing an effective and regular lobby program, developing a mass communication platform for elected officials and members, and the passage of construction economic best practices such as Responsible Bidder Ordinances and Project Labor Agreements for a wide range of municipalities on commercial construction projects of all scales.

Since August of 2021, Jake has served as the Business Agent for the Laborers Local 32 in Winnebago and DeKalb Counties. In this role, he manages the business affairs for the labor union, and its members, and informs the media of labor union happenings. He is also responsible for informing employers of workers' concerns while representing and upholding the Collective Bargaining Agreement in accordance with State and Federal Law.

In Jake's free time, he enjoys spending time with his family, vacationing, and working on home projects. Jake has a deep interest in cooking, sports, and film.



Jake Castanza

5213 Grand Cape Rd. Rockford, IL 61109

815.520.6878

jake.castanza@gmail.com

EDUCATION

Purdue University, West Lafayette, Indiana 2018
Master of Science Strategic Communication

Western Illinois University, Macomb, Illinois 2012
Bachelor of Arts Communication
Minor: **Political Science & Broadcasting**

PROFESSIONAL HISTORY

Laborers' International Union of North America Local #32, Rockford, IL August 2021 - Present
Business Agent

- Balances the workforce needs for \$2.3 Billion (2023) of construction costs
- 2022 Successful Highway Collective Bargaining Agreement negotiations
- Liaison for 750 union members and their employers
- Enforcement for bad actors in Illinois breaking Labor Laws, Prevailing Wages, Worker Misclassification, State and Local bidding procedures, and violations under the National Labor Relations Act

Wisconsin Building Trades Council, Madison, WI May 2019 – July 2021
Executive Director

- Directed trade association of 15 member unions, 61 locals, and 40,000 working members across all of Wisconsin
- Establish administrative, organizational, legislative, and financial foundations and goals
- Established a three-year strategic plan for our member unions in specified areas of industry
- Procured 675MW of Solar under the National Maintenance Agreement - first utility-scale solar in Wisconsin
- Clean Energy Plan Advisory Stakeholder Member
- Develop, operate, and craft communication campaigns surrounding Prevailing Wage, PRO Act, Worker Misclassification, and Infrastructure investment resulting in over \$1.4B in capital investment and construction

Project First Rate, Rockford, IL Jan 2016 – April 2019
Executive Director

- Oversees Labor-Management association in the union construction industry with a workforce membership of 15,000 workers, over 300 contractors, and an eight-county jurisdiction which includes: Boone, Carroll, Dekalb, Jo Daviess, Lee, Ogle, Whiteside, and Winnebago Counties
- Developed a three-year rolling strategic plan to expand branding and community presence and increase market share in eight-county jurisdiction
- Plan networking opportunities with public and private sector leaders for construction and development projects to increase market share
- Extensive working knowledge of OSHA, Prevailing Wage, Responsible Bidder, and Project Labor Agreement laws and compliance
- Promote and advocate for the education of prevailing wage with municipal legal staff and decision-makers
- Ensure that all public municipalities adhere to Prevailing Wage and Responsible Bidders Ordinance procedures and requirements
- Lobby Responsible Bidders Ordinance and Project Labor Agreements as developed by the Northwestern Illinois Building Trades to potential end-users in the private sector
- Lead the successful lobby and political strategy for the passage of SB690 in the Illinois Legislature
- Develop and review procurement and bidding procedures and Responsible Bidder Ordinances (RBO's) with private and public sectors throughout eight-county footprint. Successes include Village of Roscoe, Rockford Park District, Winnebago County, Rockford Township Highway Department, Machesney Park, and many others.
- Promoted the contracting of 90+ public and private sector construction projects resulting in nearly \$1B including Chicago-Rockford International Airport (\$183,000,000), Rockford Park District Sports Core II and Sports Factory facilities (\$54,000,000), Mercy Health Riverside Campus (\$505,000,000), UW Swedish American facilities (\$135,000,000), Embassy Suites Rockford (\$87,500,000)
- Designed curriculum for Rockford Public Schools District 205/Alignment Rockford "Trades Pathway" to instill and promote job shadowing, job skills, and apprenticeship opportunities in public schools.
- Produces Annual Building Trades Expo promoting union apprenticeship programs to over 1500 students yearly

- Produces semi-annual newsletter for fragmented audiences including membership, commerce, and community organizations

YMCA of Rock River Valley, Rockford, IL

Dec 2013 – Jan 2016

Senior Director of Mission Advancement

- Established and executed \$1,000,000 Annual Program Support Campaign (increased previous year's goal by 200%)
- Developed and in the process of accomplishing a 10-year \$20,000,000 Capital Support Campaign which targets to increase the YMCA area of service for 250,000 people
- Created Major Donor Program focused on obtaining gifts \$5,000 or greater, enriching our financial assistance programs supporting over 22,000 people, 40% of our membership base.
- Spearheaded and advanced a Relationship Management and Stewardship Program that ensures proper stewardship of constituents, prospective donors, and partners
- Implemented Planned Giving strategies to ensure the sustainability of both annual support and heritage (endowment) giving
- Coordinated communications, messaging, and marketing strategies for Fundraising initiatives within Greater Rockford Region, increasing our annual support yearly by over 10%
- Currently stewarding a portfolio of 150+ relationships targeted to increase our Major Gift program by 30%
- Supervised a staff of 9 consisting of 6 upper-management positions and three support staff
- Led groups of 250+ volunteers yearly.
- Collaborated and communicated directly with CEO and Board of Directors to ensure all goals success
- Annually developed a revenue budget of \$1,082,000, including special events, grants, foundations, and charitable contributions.

SKILL PROFILE

- | | |
|--|----------------------------|
| ● Illinois Labor Laws | Budgeting |
| ● Project Management | Program |
| ● Marketing/Public Relations | Development/Implementation |
| ● Strategic Planning | Donor Stewardship |
| ● FOIA Preparation and Submission | Community Outreach |
| ● Board management and compliance | Community Development |
| ● Public and Private Bidding Procedures | Construction/PLA Contracts |
| ● Event Coordination | Fundraising |
| ● Political Strategy – Advocacy and Lobby | Financial Development |
| ● Salesforce | Public Speaking |
| ● Mass Communications (Email, Newsletters, Etc.) | Executive Leadership |

ACCOMPLISHMENTS

- 2021 Recording Secretary for DeKalb County Building and Construction Trades
- 2019 Successful Lobby for Statewide Gaming expansion in Illinois (SB690)
- 2019 Rockford Chamber of Commerce “Forty Under 40” Recipient
- 2018 Nominee for State Representative in Illinois 68th District
- Designed and implemented “Rebuild Rockford,” which addresses blighted homes in the City of Rockford, expands access to job skills training for women and minorities which develops workforce pipeline for the construction industry
- Grew Project First Rate membership to 100% industry participation (first time in organization history)
- Vice President Boylan High School Alumni Board (2018.-present)
- Board Member Blackhawk Learning Connection (2014-2017)
- Board Member Keeping Northern Illinois Beautiful (2014-2017)
- 2015 led and developed fundraising effort for YMCA of RRV to the highest number of donations and dollar amount in its 135+ year history in the community
- 2015 Responsible for \$2,200,000 building - Largest Capital Donation in YMCA of RRV history
- 1 of 30 Selected for YMCA Academic Symposium 2015 achieving the opportunity over thousands of applicants
- Nominee for 2015 Rockford Chamber of Commerce 20 People to Know
- 2014 United Way Corporate Campaigner of the Year (Employees 500+ category)
- 2014 YMCA “Rising Star” highlighting outstanding accomplishments
- Appointed chair to Alumni Relations and Stewardship with the Delta Upsilon Fraternity
- First Delegate of Pledge Recruitment 2011 at Delta Upsilon Fraternity
- Led Delta Upsilon to largest Pledge Classes in the 46-year history
- Hosted three day-time radio talk shows in Macomb, IL(News, Sports News)

Laura Schaffer

8730 Centaur Drive, Belvidere, IL 61008 · 815-978-0539 · lschaffer19@yahoo.com

September 20, 2023
Chairman Chiarelli
Winnebago County Board
404 Elm Street
Rockford, Illinois 61101

Dear Mr. Chiarelli,

I am writing to express my strong interest in the position of Administrator at River Bluff Health and Rehabilitation.

I am currently the Acting Administrator for the facility. I have been with River Bluff for approximately 3 years, serving in the capacities as Director of Quality, Infection Prevention Assistant Administrator. My career includes nearly 25 years of nursing experience with many of those being in leadership roles. I believe I would be an ideal fit for this position at River Bluff.

I am skilled at communicating effectively with diverse people across various platforms. In my career, I have worked with oversight committees and boards of directors for accountability. Therefore, I am excited for the opportunity work with the River Bluff Board of Directors in moving forward with initiatives and strategic planning that will make River Bluff an employer of choice as well as a facility of choice in our community.

I have strong leadership skills and a track record for getting things done. My goal for River Bluff would be to build a strong workforce team that demonstrates compassion and empathy with a dedication to the residents that we serve.

My past supervisors would describe me as someone who consistently demonstrates a friendly demeanor, patience, dependability, initiative and forethought. I am passionate about staying up to date with best practices and have extensive experience with regulatory compliance and patient safety.

I believe my experience, communication skills, and interpersonal abilities as well as my dedication to River Bluff would make me a strong fit for this position. I look forward to speaking with you more about my qualifications.

Sincerely,

Laura Schaffer

LAURA M. SCHAFFER

8730 Centaur Drive, Belvidere, IL 61008
815-0978-0539, lschaffer19@yahoo.com

OBJECTIVE

Obtain a position that will provide opportunity for continued professional growth, development and advancement.

EXPERIENCE

River Bluff Health and Rehabilitation

Nov 2022 – current

Assistant Administrator

Director of Quality and Infection Prevention

Facility Administrator, DaVita Dialysis.

May 2019 – Aug 2020

Patient Care Manager, IMCU, OSF Saint Anthony Medical Center

Aug 2017– April 2019

Manage a 24 bed Intermediate Care Unit, with 70 direct reports. Responsibilities included staffing, daily operations, house-wide cardiac surveillance, quality assurance, maintaining staff competencies, patient satisfaction, regulatory compliance, unit productivity, personnel management, action planning, process improvement, and fiscal budgeting.

Director of Quality and Safety, Northern Illinois Hospice

July 2016 – August 2017

Designed and developed patient safety, quality care, and regulatory compliance. Coordinated the organizations quality and safety program. Served as the liaison for the NIH with IDPH, CMS and other regulatory and reporting agencies. Reported to the Board of Directors for safety and quality initiatives.

Director of Quality and Patient Safety, Swedish American Health System

Dec 2013 – May 2016

Ensure the design, development, and attainment of patient safety and quality initiatives, outcomes and regulatory compliance within the Health Care System. Developed and implemented strategic business plans to integrate services, collaborations and education to promote patient safety and continuous quality improvement. Provide oversight for the Quality and Safety Program for the Medical Staff. Served as a liaison for the system to Joint Commission, and IPH, chairperson for compliance of the Accreditation Compliance Team. Served as a liaison to CMS Quality Improvement Organization and administrator of Quality Net. Managed the Infection Prevention and Clinical Documentation Improvement departments.

Cardiac Surveillance Unit Nurse Manager, Swedish American Health System

June 2010 – Dec 2013

Motivated staff and implemented patient safety initiatives. Coordinated unit education, patient satisfaction and stabilized unit staffing issues by reducing turnover and recruiting new staff. Developed and implemented a unit vision for CSU with a focus on professional growth and development of staff to strive for excellence through superior patient experiences and optimal patient outcomes with a focus on quality and safety. Increased the percentage of nursing certifications. Responsibilities included staffing, daily operations, quality assurance maintaining staff competencies, patient satisfaction, regulatory compliance, unit productivity, personnel management, action planning, process improvement, and fiscal budgeting. Conducted an FME on telemetry, revised telemetry requirements and reporting to

improve safety and response times. Reconfigured telemetry monitoring stations to streamline and improve operations. Special projects/teams: oversight for medical telemetry operations, Code Blue Committee, Chair Falls Committee, serve as a resource to Clinical Documentation team, Plan of Care Committee, developing and a visual monitoring system to improve patient safety, led disposable telemetry lead wire conversion, led Posey chair alarm conversion to improve workflow and patient safety, piloted Care Coordination implementation, transitional leadership Magnet team, Inpatient HCAHPS Co-Chair.

Medical Surgical Nurse Educator, Rockford Health System

2006 – June 2010

Assisted in the development, implementation and revision of Computerized Software program for nursing documentation and barcode scanning for administration of medications. FMEA – Chemotherapy, Remote Telemetry, Bar-coding Admin of Medications, Advance Directives PI Chair, Annual unit needs assessment/education plans, Risk Master reviews with chart reviews and follow up action planning., RCA participation, Developed Horizon electronic documentation reports, reviewed and revised MD standing order sets. Council and Committee Membership/Participation – Nursing Practice, Leadership, Education, Medication Safety, VTE team, SCIP PI team, Allergy team, Core Measures Steering Committee. Joint Commission Survey Readiness Interim Manager - Submitted RFI Action Plans, MOS and obtained a successful full accreditation for the Health System. Served as Regulatory Agency liaison. Developed practice improvement plans and policies for Med/Surg division. 2008 Jack Packard Quality Service Award. Developed 2010 Stroke Education Plan, instrumental in DSC for Primary Stroke Center.

Nurse Manager of Progressive Care Unit, Rockford Health System

2003 – 2006

Responsibilities included staffing, daily operations, house-wide cardiac surveillance, quality assurance, maintaining staff competencies, patient satisfaction, regulatory compliance, unit productivity, personnel management, action planning, process improvement, and fiscal budgeting.

Staff Nurse, Rockford Health System

June 1999 – June 2003

Employed as a direct patient care nurse in the areas of: Progressive Care, Critical Care, and Post-Surgical/Neuro/Orthopedics. My responsibilities grew with service and experience including promotions to the roles of preceptor and charge nurse. Priority focus was the delivery of safe quality patient care.

SKILLS

- Demonstrated achiever with exceptional knowledge of nursing practices, regulatory compliance concerns and quality improvement processes.
- Strong background in project management and process improvements.
- Skilled at learning new concepts quickly, working well under pressure, and communicating ideas clearly and effectively.

EDUCATION

- Chamberlain College of Nursing, MSN, Executive, 4.0 GPA (8 credits remaining)
- Chamberlain College of Nursing, BSN, October 2008, 4.0 GPA
- Rock Valley Community College, Associates in Applied Science, RN, 3.91 GPA

LICENSURE/CERTIFICATIONS

- Registered Professional Nurse – Illinois 041-316436 (active), Missouri 201308100 (not active)

- Basic Life Support – Health Care Provider CPR – Current

COMMUNITY EVENTS/ASSOCIATIONS

AHA (Heart Walk, Go Red for Women, Millennium) NSA, Stroke Camp, IONL, ANA, APIC

Reports of Standing Committees

FINANCE COMMITTEE

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

2023 CR _____

SUBMITTED BY: FINANCE COMMITTEE

SPONSORED BY: JOHN BUTITTA

**RESOLUTION AUTHORIZING A SALARY ADJUSTMENT FOR THE
WINNEBAGO COUNTY BOARD OF REVIEW**

WHEREAS, the Property Tax Code, 35 ILCS 200/6-15, provides in part that the annual salary of the members of the board of review shall be fixed by the county board and paid out of the county treasury; and

WHEREAS, the Winnebago County Board of Review (“BOR”) has received two, 3% salary increases since October 2014 with the last increase effective Fiscal Year 2022; and

WHEREAS, at the request of the BOR Chairman, the Winnebago County Supervisor of Assessments performed a survey of 10, non-commission, Illinois counties most similar in population size to Winnebago County, Illinois, and the survey indicated an annual salary range of \$24,002.94 to \$55,229.00, with a median salary of \$39,781.97; and

WHEREAS, the Finance Committee of the County Board of the County of Winnebago, Illinois, having conferred with the Winnebago County Administration, recommends that the annual salary for the BOR Chairman be adjusted from \$32,959.68 to \$37,250.00 and the other two BOR members’ salaries be adjusted from \$27,809.86 to \$31,430.70, effective for Fiscal Year 2024.

NOW, THEREFORE BE IT RESOLVED, by the County Board of the County of Winnebago, Illinois that the annual salary for the Winnebago County Board of Review Chairman is hereby authorized, set and adjusted from \$32,959.68 to \$37,250.00 and the other two Winnebago County Board of Review members’ salaries adjusted from \$27,809.86 to \$31,430.70, effective for Fiscal Year 2024.

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

Respectfully Submitted,
FINANCE COMMITTEE

AGREE

DISAGREE

JOHN BUTITTA, CHAIRMAN

JOHN BUTITTA, CHAIRMAN

JAIME SALGADO, VICE CHAIRMAN

JAIME SALGADO, VICE CHAIRMAN

JEAN CROSBY

JEAN CROSBY

JOE HOFFMAN

JOE HOFFMAN

KEITH McDONALD

KEITH McDONALD

JOHN F. SWEENEY

JOHN F. SWEENEY

MICHAEL THOMPSON

MICHAEL THOMPSON

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

ATTESTED BY:

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

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



Resolution Executive Summary

Prepared By: Lafakeria S. Vaughn
Committee: Finance Committee
Committee Date: September 21, 2023
Resolution Title: Resolution Proposing Approval of an Interest Arbitration Award Between the County of Winnebago, the Winnebago County Sheriff and American Federation of State, County, and Municipal Employees, AFL-CIO, Illinois Council 31, Local 473 (AFSCME)
County Code: Not Applicable
Board Meeting Date: September 28, 2023

Budget Information:

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

Background Information: The correctional officers of the Winnebago County Sheriff exercised their statutory rights to interest arbitration under the Illinois Public Labor Relations Act after failing to reach a new successor agreement with the other parties to the Collective Bargaining Agreement. The arbitrator issued an interest arbitration award on September 12, 2023. The new successor agreement will expire on September 30, 2024.

Recommendation: Staff concurs.

Contract/Agreement: See attached.

Legal Review: Yes.

Follow-Up: N/A

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

2023 CR _____

SUBMITTED BY: FINANCE COMMITTEE

**RESOLUTION PROPOSING APPROVAL OF AN INTEREST ARBITRATION AWARD
BETWEEN THE COUNTY OF WINNEBAGO, THE WINNEBAGO COUNTY SHERIFF
AND AMERICAN FEDERATION OF STATE, COUNTY, AND MUNICIPAL
EMPLOYEES, AFL-CIO, ILLINOIS COUNCIL 31, LOCAL 473 (AFSCME)**

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

WHEREAS, the correctional officers of the Winnebago County Sheriff exercised their statutory rights to interest arbitration under the Illinois Public Labor Relations Act after failing to reach a new successor agreement with the other parties to the Agreement; and

WHEREAS, in the interim the correctional officers of the Winnebago County Sheriff have continued to be governed by the previous collective bargaining agreement with AFSCME, which expired on September 30, 2021; and

WHEREAS, upon final ratification by AFSCME, Finance Committee and County Board, the interest arbitration award and new successor agreement will govern the duly authorized representatives of the County Board of the County of Winnebago, Illinois, the Winnebago County Sheriff, and AFSCME; and

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

WHEREAS, the Finance Committee recommends the full County Board accept and approve the terms of said interest arbitration award between the duly authorized representatives of the County Board of the County of Winnebago, Illinois, the Winnebago County Sheriff, and

AFSCME, issued by the arbitrator on September 12, 2023, as summarized in the attachment to this Resolution.

NOW, THEREFORE, BE IT RESOLVED, by the County Board of the County of Winnebago, Illinois that the interest arbitration award, issued by the arbitrator on September 12, 2023, between the County Board of the County of Winnebago, Illinois, the Winnebago County Sheriff, and AFSCME be approved and that the Winnebago County Board Chairman, and the Winnebago County Sheriff, execute any documents necessary for implementation of said interest arbitration award.

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

Respectfully Submitted,
FINANCE COMMITTEE

AGREE

DISAGREE

JOHN BUTITTA, CHAIRMAN

JOHN BUTITTA, CHAIRMAN

JAIME SALGADO, VICE CHAIRMAN

JAIME SALGADO, VICE CHAIRMAN

JEAN CROSBY

JEAN CROSBY

JOE HOFFMAN

JOE HOFFMAN

KEITH McDONALD

KEITH McDONALD

JOHN F. SWEENEY

JOHN F. SWEENEY

MICHAEL THOMPSON

MICHAEL THOMPSON

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

ATTESTED BY:

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

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

BEFORE ARBITRATOR
THOMAS F. SONNEBORN

<i>In re the Matter of:</i>)	
)	
THE COUNTY OF WINNEBAGO AND)	
THE WINNEBAGO COUNTY SHERIFF,)	
)	
Employer,)	
)	
and)	S-MA-22-002
)	
AFSCME LOCAL 473,)	
)	
Union.)	

INTEREST ARBITRATION AWARD

The provisions of the parties' successor collective bargaining agreement (Agreement) applicable to the Corrections Officers shall include:

- 1) Wages:
 - a) Effective upon signing of the Agreement, all full-time employees employed prior to January 1, 2022, and still employed on the date the Agreement is fully signed, shall be paid a lump sum payment of \$2,000.00, less applicable taxes and withholdings.
 - b) Retroactively effective to January 1, 2023, all employees who are employed on the date the Agreement is fully signed shall receive a wage increase of 3.5%. This increase shall be factored into the Corrections Officers' minimum hourly rate in Appendix IIIC for the period January 1, 2023, through December 31, 2023.
 - c) Effective January 1, 2024, all employees shall receive a wage increase of 2.25%, followed on the same date by a wage increase of 3.5%. These increases shall be factored into the Corrections Officers' minimum hourly rate in Appendix IIIC for the period January 1, 2024, through December 31, 2024.

2) Years of Service Step Increases:

a) Retroactively effective to January 1, 2023, for anniversary dates reached in 2022, employees shall receive the following years of service step increases:

- i) Completion of Five Years of Service: \$.50 per hour
- ii) Completion of Ten Years of Service: \$1.25 per hour
- iii) Completion of Fifteen Years of Service: \$1.50 per hour

b) The years of service step increases set forth above are not cumulative and thereafter shall be paid to employees on January 1st after they complete each of the respective steps in accordance with the past application of the ten-year step increase as provided in Section 25.1.¹ These years of service increases are the result of an equity adjustment. These increases shall be in addition to the currently paid 1% longevity increases.

3) Provisions Agreed for the non-Corrections Officer Bargaining Unit Members:

The following provisions agreed in the negotiations for the non-Corrections Officers bargaining unit members shall be applicable to the Corrections Officers:

- a) Insurance (Article XIII)
- b) Absenteeism/Tardiness (Sections 9.2, 9.3, 9.5, and 9.6)
- c) Filling of Vacancies (Section 20.3)
- d) Juneteenth Holiday added to Article X effective for year 2024 and thereafter for Corrections Officers
- e) Bereavement Leave (Section 22.6), effective the date the Agreement is signed

¹ For example, employees who previously received \$1.00 per hour after the completion of ten years will be paid \$1.50 upon completing fifteen years of service (i.e., an additional \$.50 per hour making the total fifteen year step \$1.50, not \$2.50). Similarly, employees who as of January 1, 2023, have nine years of service will receive \$.50 per hour until the completion of ten years of service at which time the years of service pay will increase by \$.75 to a total of \$1.25, not \$1.75.

4) Labor Management Meetings:

Section 25.12 shall be amended to delete any reference to a Joint Classification Study which shall be replaced by the following: "At the request of the County or the Union, an annual Labor Management meeting will be held to discuss job titles that may be in need of an equity adjustment."


5) Other Tentative Agreements:

All other tentative agreements reached during the negotiations shall be incorporated into this award and included in the parties' Agreement. All remaining provisions of the previous agreement shall be included in the parties' Agreement.

6) Retention of Jurisdiction:

This arbitrator retains jurisdiction for purposes of any disputes which may arise during the parties' drafting of contract language consistent with the terms of this Award.

Date: September 12, 2023



Thomas F. Sonneborn, Arbitrator



Resolution Executive Summary

Prepared By: Lafakeria S. Vaughn
Committee: Finance Committee
Committee Date: September 21, 2023
Resolution Title: Resolution Authorizing Execution of a Revised Collective Bargaining Agreement with the American Federation of State, County, and Municipal Employees, AFL-CIO, Illinois Council 31, Local 473
County Code: Not Applicable
Board Meeting Date: September 28, 2023

Budget Information:

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

Background Information: On February 9, 2023, the Winnebago County Board approved a successor three-year collective bargaining agreement with AFSCME, concerning wages, hours, terms, and other conditions of employment for the term of October 1, 2021, through September 30, 2024. Subsequently, the parties had to resolve a conflict regarding Article XIII (Insurance) of the Agreement. The parties have resolved said conflict and finalized the changes to the insurance for the term of the Agreement.

Recommendation: Staff concurs.

Contract/Agreement: See attached.

Legal Review: Yes.

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

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

2023 CR _____

SUBMITTED BY: FINANCE COMMITTEE

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

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

WHEREAS, on February 9, 2023, the Winnebago County Board approved a successor three-year Agreement with AFSCME, concerning wages, hours, terms, and other conditions of employment for the term of October 1, 2021, through September 30, 2024; and

WHEREAS, subsequent to County Board’s approval, the parties had to resolve a conflict regarding Article XIII (Insurance) of the Agreement; and

WHEREAS, the parties have resolved said conflict and finalized the changes to the insurance for the term of the Agreement; and

WHEREAS, the Finance Committee of the County Board for the County of Winnebago, Illinois, has reviewed the changes attached hereto as Exhibit A and recommends the full County Board accept and approve the terms of said tentative agreement on a successor collective bargaining agreement between AFSCME and the County Board of the County of Winnebago, Illinois, the Winnebago County Sheriff, the Winnebago County Clerk, the Winnebago County Recorder of Deeds, the Winnebago County Coroner, the Winnebago County Auditor and the Winnebago County Treasurer.

NOW, THEREFORE, BE IT RESOLVED, by the County Board of the County of Winnebago, Illinois that the revised collective bargaining agreement between AFSCME and the County Board of the County of Winnebago, Illinois, the Winnebago County Sheriff, the

Winnebago County Clerk, the Winnebago County Recorder of Deeds, the Winnebago County Coroner, the Winnebago County Auditor and the Winnebago County Treasurer be approved and that the Winnebago County Board Chairman, the Winnebago County Sheriff, the Winnebago County Clerk, the Winnebago County Recorder of Deeds, the Winnebago County Coroner, the Winnebago County Auditor and the Winnebago County Treasurer execute any documents necessary for implementation of said revised collective bargaining agreement.

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

Respectfully Submitted,
FINANCE COMMITTEE

AGREE

DISAGREE

JOHN BUTITTA, CHAIRMAN

JOHN BUTITTA, CHAIRMAN

JAIME SALGADO, VICE CHAIRMAN

JAIME SALGADO, VICE CHAIRMAN

JEAN CROSBY

JEAN CROSBY

JOE HOFFMAN

JOE HOFFMAN

KEITH McDONALD

KEITH McDONALD

JOHN F. SWEENEY

JOHN F. SWEENEY

MICHAEL THOMPSON

MICHAEL THOMPSON

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

ATTESTED BY:

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

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

ARTICLE XIII
INSURANCE AND PENSION

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

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

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

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

Section 13.2 Cost Containment. The County reserves the right to institute cost containment measures relative to insurance coverage so long as the basic level of insurance benefits remains substantially the same. Such changes may include, but are not limited to, mandatory second opinions for elective surgery, pre-admissions and continuing admission review, prohibition on weekend admissions except in emergency situations, and mandatory out-patient elective surgery for certain designated surgical procedures.

Notwithstanding any provision of this section, or of Section 13.1, the County reserves the right to institute a Participating Provider Option (P.P.O.) even if the result would be a reduction in the level of benefits for those employees who choose to receive in-patient or out-patient hospital care at hospitals other than participating hospitals.

Section 13.3 Cost. ~~Effective January 1, 2021~~7: The Employer(s) agree to pay the following percentage of the cost of providing health and dental insurance under the self-funded group fee-for-service (indemnity) plan. Any employee who elects coverage under this plan shall pay the following percentage of the cost of the individual or dependent coverage, as the case may be. There shall be no annual limit on the contribution amount.

	Employer Contribution Percentage	Employee Contribution Percentage
Effective January 1, 2021 7	85%	15%
Effective January 1, 2021 8	85%	15%
Effective January 1, 2023 19	85%	15%
Effective January 1, 2024 20	85%	15%
Effective January 1, 2021	85%	15%

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

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

~~Effective January 1, 2021~~7: The annual deductible for medical services other than prescription drugs for each employee who has elected individual coverage and has chosen the self-funded group fee-for-service/PPO (indemnity) plan will be as follows:

	Deductible for each covered employee and for each covered dependent	<u>Maximum aggregate deductible for employee plus one (effective 1/1/24)</u>	Maximum aggregate deductible per family
Effective January 1, 2017	\$630		\$1,260
Effective January 1, 2018	\$700		\$1,400
Effective January 1, 2019	\$700		\$1,400

Effective January 1, 2020	\$750		\$1,500
Effective January 1, 2021	\$750	N/A	\$1,500
<u>Effective January 1, 2022</u>	<u>\$750</u>	<u>N/A</u>	<u>\$1,500</u>
<u>Effective January 1, 2023</u>	<u>\$750</u>	<u>N/A</u>	<u>\$1,500</u>
<u>Effective January 1, 2024</u>	<u>\$750</u>	<u>\$1,500</u>	<u>\$1,500</u>

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

	Maximum out-of-pocket expenditures per employee or dependent	<u>Maximum out-of-pocket expenditures For employee plus one (effective 1/1/24)</u>	Maximum out-of-pocket expenditures per family
Effective January 1, 2017	\$1,160		\$3,420
Effective January 1, 2018	\$1,250		\$3,350
Effective January 1, 2019	\$1,250		\$3,350
Effective January 1, 2020	\$1,250		\$3,350
Effective January 1, 2021	\$1,250	N/A	\$3,350
<u>Effective January 1, 2022</u>	<u>\$1,250</u>	<u>N/A</u>	<u>\$3,350</u>
<u>Effective January 1, 2023</u>	<u>\$1,250</u>	<u>N/A</u>	<u>\$3,350</u>
<u>Effective January 1, 2024</u>	<u>\$1,250</u>	<u>\$2,500</u>	<u>\$3,350</u>

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

	Co-Pays Primary Care	Co-Pays Specialist
Effective January 1, 2020	\$20.00	\$25.00
Effective January 1, 2021	\$20.00	\$25.00

<u>Effective January 1, 2022</u>	<u>\$20.00</u>	<u>\$25.00</u>
<u>Effective January 1, 2023</u>	<u>\$20.00</u>	<u>\$25.00</u>
<u>Effective January 1, 2024</u>	<u>\$20.00</u>	<u>\$25.00</u>

Section 13.4 **Coordination of Benefits.** In the event that the spouse of an employee is eligible to participate in a group health insurance plan sponsored by the spouse's employer, for which that employer pays a minimum of -80% of the insurance premium, that plan, even if the spouse fails to enroll, will be considered primary. The Employer(s) will pay benefits at the secondary payer level that will not exceed the amount of benefits due had the spouse enrolled in his/her employer-sponsored health insurance plan. In addition, in the event that a dependent of an employee covered by the County's health and dental insurance plan, is also covered under another health and dental insurance plan, the County will pay no more than the County's plan percentage for any balance submitted for secondary coverage.

Section 13.5 **Alternative Health Plans.** In accordance with the provisions of federal law and the regulations there under, if applicable, the Employer shall make available the option of membership in qualified health maintenance organizations and/or other alternative health plans to employees and their eligible dependents who reside in the service area of qualified HMO's and/or alternative health plans. This option shall terminate effective December 31, 2019.

If an employee elects to participate in an alternative health plan under this Section, the Employer(s) agree to pay the following percentage of the cost, and the employee who elects coverage under the plan shall pay the following percentage of the cost of the individual or dependent coverage, as the case may be. There shall be no annual limit on the contribution amount.

	Employer Contribution Percentage	Employee Contribution Percentage
Effective January 1, 2017	85%	15%
Effective January 1, 2018	85%	15%
Effective January 1, 2019	85%	15%

The cost of providing individual and dependent health and dental insurance coverage under the alternative health plan shall be determined by December 15 of each year. The employee's share of the cost shall be divided into twenty-six (26) equal payments and shall be deducted from the employee's paycheck.

Effective January 1, 2018: The annual deductible for medical services other than prescription drugs for each employee who has elected to participate in an alternative health plan under this Section is as follows:

	Deductible covered employee and for each covered dependent	Maximum aggregated deductible per family
Effective January 1, 2018	\$250	\$500
Effective January 1, 2019	\$500	\$1,000

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

	Maximum out-of-pocket expenditures per employee or dependent	Maximum out-of-pocket expenditures per family
Effective January 1, 2017	\$1,700	\$3,400
Effective January 1, 2018	\$1,650	\$3,300
Effective January 1, 2019	\$1,650	\$3,300

	Co-Pays Primary Care	Co-Pays Specialist
Effective January 1, 2017	\$25.00	\$30.00
Effective January 1, 2018	\$20.00	\$25.00
Effective January 1, 2019	\$20.00	\$25.00

Section 13.6 Group Term Life Insurance. During the term of this Agreement, the Employer shall provide each eligible employee with a paid twenty thousand dollar (\$20,000) group term life insurance policy. The Employer(s) shall continue to provide the employees the opportunity to purchase additional life insurance coverage at the employee's expense.

Section 13.7 Pension Contributions. In accordance with applicable state law, all eligible employees shall be covered by the Illinois Municipal Retirement Fund (IMRF) and the County shall make appropriate FICA (Social Security) and IMRF pension contributions to this fund.

Section 13.8 SLEP Retirement Fund.

No later than July 1 of each year of this agreement, the employer and the UNION will meet and discuss the application of the Sheriffs Law Enforcement Pension (SLEP) to the employees in the position classification of correctional officer.

Section 13.9 Indemnification and Legal Representation.

- A. Employer Responsibility: The Employer agrees to pay for any damages or monies which may be adjudged, assessed or levied against an employee covered by this Agreement, and provide legal representation to an employee

at any civil cause of action brought against the employee, as a result of action or inaction of the employee arising out of and in the performance of the employee's proper duties for the Employer, except that this provision shall not apply where the employee unreasonably violates a direct order or procedure or acts willfully or wantonly in disregard of his proper duties and/or obligations.

- B. Cooperation: Employees shall be required to cooperate with the Employer during the course of any investigation, administration, or litigation of any claim arising under this Article.

- C. Applicability: The Employer will provide the protection set forth in Section A so long as the employee is acting within the scope of his employment and where the employee cooperates as defined in Section B, with the defense of the action(s) or claim(s).

Section 13.10 Dental Benefits. Dental benefits shall be as follows:

~~Effective 1/1/17~~

~~Deductible for single coverage: \$25.00~~
~~Deductible for family coverage: \$75.00~~
~~Maximum benefits per calendar year: \$1,200~~

Effective 1/1/~~21~~18

Deductible for single coverage: \$50.00
Deductible for family coverage: \$150.00
Maximum benefits per calendar year: \$2,000

Effective 1/1/~~22~~19

Deductible for single coverage: \$50.00
Deductible for family coverage: \$150.00
Maximum benefits per calendar year: \$2,000

Effective 1/1/~~23~~20

Deductible for single coverage: \$50.00
Deductible for family coverage: \$150.00
Maximum benefits per calendar year: \$2,000

Effective 1/1/~~24~~21

Deductible for single coverage: \$50.00
Deductible for family coverage: \$150.00
Maximum benefits per calendar year: \$2,000

Section 13.11 **Terms of Policies to Govern.** The extent of insurance coverage provided to employees or their dependents under this collective bargaining agreement shall be subject to and governed by the terms and conditions set forth in any applicable insurance policies or agreements or those which may be established from time to time by the County's Health and Dental Plan Administrator. Any or all questions or disputes concerning insurance claim(s) shall not be subject to the grievance and arbitration procedure set forth in this Agreement.

Section 13.12 **Sick Leave of Absence/IMRF Disability.** In the event an employee is on unpaid sick leave or on IMRF Disability, the Employer(s) shall continue to make contributions toward the cost of Health and Dental Insurance coverage for a period of ninety (90) days. The Employee shall pay the amount that is normally deducted per pay period from his/her payroll check. At the end of the ninety (90) day period, the employee may continue his/her insurance coverage by paying the full cost for single (and dependent coverage where applicable) coverage to the Human Resources Director or his/her designee by the tenth (10th) day of each month. If payment is not made, the insurance shall be cancelled by the Employer(s).

Section 13.13 **Occupational Injury/Illness.** In the event that an employee is receiving Temporary Total Disability (TTD) payments pursuant to the "Illinois Worker's Compensation Act", the employee shall be required to contribute his/her portion of the cost of Health and Dental Insurance that was in effect at the time the work related injury or illness occurred for a period of twelve months. Thereafter, the employee shall be responsible to pay the full cost of Health and Dental Insurance. If such employee chooses to change his/her coverage from single to dependent or from the self-funded insurance plan to the HMO or other alternative plan, the employee shall direct his/her payment of any increase in the cost of coverage to the Human Resources Director or his designee by the tenth (10th) of each month. Failure to pay the increased cost will result in cancellation of the change in coverage.

Section 13.14 **Pharmacy.** **Effective January 1, 2021~~17~~**, the cost of prescription drugs will be a co-pay of \$17 for generic medications or the best daily price, whichever is less, a co-pay of \$21~~3~~ plus 20% of the cost of preferred brand name medications, and a co-pay of \$23 ~~plus 30% of and the difference between~~ the cost of the ~~generic equivalent medication and the preferred brand name medication when the physician indicates that the generic equivalent and/or the preferred brand name may be dispensed but the employee and/or dependent prefers the~~ non-preferred brand name medication. **Effective January 1, 2024~~18~~**, the cost of prescription drugs will be a co-pay of \$17 for generic medications or the best daily price, whichever is less, a co-pay of \$23~~1~~ plus 20% of the cost of preferred brand name medications, and a co-pay of \$25~~3~~ plus 30% of the cost of non-preferred brand name medications. Mail-order prescriptions will be available in ninety (90) day increments. The co-pay for mail-order prescriptions will be two times the cost of the co-pay for each category of medications as outlined above. **Effective January 1, 2021~~17~~**, the maximum out-of-pocket expenditures, per calendar year, over and above the co-pays for prescription drugs per employee or dependent will be Two Thousand Two Hundred Fifty Dollars (\$2,00~~25~~0) with a maximum of Four Thousand Five Hundred Dollars (\$4,0500) per family. **Effective January 1, 2024~~18~~**, the maximum

out-of-pocket expenditures, per calendar year, over and above the co-pays for prescription drugs per employee or dependent will be ~~Two Thousand~~ **Two Hundred Fifty Five Hundred** Dollars (\$2,250) with a maximum of ~~Four Thousand Dollars (\$4,000)~~ **for employee plus one, and with a maximum of** Four Thousand Five Hundred Dollars (\$4,500) per family.

	Generic Co-Pay	Formulary Co-Pay	Non-Formulary Co-Pay
Effective January 1, 2017	\$17	\$23 + 20%	\$23 + 20%
Effective January 1, 2018	\$17	\$21 + 20%	\$23 + 30%
Effective January 1, 2019	\$17	\$21 + 20%	\$23 + 30%
Effective January 1, 2020	\$17	\$21 + 20%	\$23 + 30%
Effective January 1, 2021	\$17	\$21 + 20%	\$23 + 30%
<u>Effective January 1, 2022</u>	<u>\$17</u>	<u>\$21 + 20%</u>	<u>\$23 + 30%</u>
<u>Effective January 1, 2023</u>	<u>\$17</u>	<u>\$21 + 20%</u>	<u>\$23 + 30%</u>
<u>Effective January 1, 2024</u>	<u>\$17</u>	<u>\$23 + 20%</u>	<u>\$25 + 30%</u>

Section 13.15 High Deductible Health Plan. The Employer may, in addition to current health plans, offer a High Deductible Health Plan.

Section 13.16 Vision Care. The employer shall make available a voluntary vision program, 100% funded by the employee, subject to minimum participation levels required by the carrier.

Section 13.17 Employee Wellness Program. The Employer may offer an Employee Wellness Program, in accordance with applicable laws and regulations. Employees who elect to participate in the Employee Wellness Program in ~~2022+8~~ and complete the three (3) requirements for participation in the Wellness Program will receive a yearly rebate totaling \$250 for single coverage and \$600 for family coverage, which will be broken down into equal reductions in the premium amount deducted from the employee's paycheck each pay period in ~~2022+8~~. Employees who elect to participate in the Employee Wellness Program in ~~2022+8~~, complete the three (3) requirements, and complete nine (9) additional wellness activities as designated by the Employer will receive an additional yearly rebate beginning on April 1, ~~2022+8~~, totaling \$100 if the Employee completes the requirements and \$250 if the Employee and covered spouse complete the requirements. The same incentives for participation in the Employee Wellness Program will be offered in- ~~2023 and 2024~~~~2019, 2020 and 2021.~~

The Employer shall hold quarterly meetings to update the union and employees on the County's insurance plans and Wellness Program. The Union President may designate up to three (3) bargaining unit members to attend the meetings. The meetings shall last no more than one (1) hour and the bargaining unit members shall be compensated at their regular hourly rate for time spent at the meetings.

**ECONOMIC
DEVELOPMENT
COMMITTEE**



Resolution Executive Summary

Committee Date: Monday, September 18, 2023

Committee: Economic Development

Prepared By: Jas Bilich & Chris Dornbush

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

County Code: 5 ILCS 220/1 et seq., IGA 2014-CR-122 (original) & IGA Update 2016-CR-013

Board Meeting Date: Thursday, September 28, 2023

Budget Information:

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

Background Information:

Rockford Rides, LLC have been in business since 2018, currently located in the Loves Park, and owned by Joshua Beitel, a veteran. They offer local and long-distance services, particularly shuttle rides to O'Hare and other regional airports, limo service for weddings, and other group events. COVID greatly impacted this industry, however, afterwards business has picked up and revenues leveled out. Rockford Rides is requesting \$50,000 for 7 years at 8.5% interest rate from Winnebago County for the purchase of a 20-passenger coach bus. Rockford Rides has had 3 previous loans through RLDC, which two have been paid back in full and the third loan has had great repayment history. This loan will create 1 additional FTE (full time equivalent) employee within 2 years. Although a \$100,000 loan was previously approved by the County Board in January of 2023, the loan was not executed due to re-organization of the company and staffing difficulties. Essentially, this loan is replacing the previous loan.

Recommendation:

Administration supports the recommendation as proposed with the terms stated by RLDC for the loan regarding Rockford Rides, LLC.

Contract/Agreement:

NA

Legal Review:

Yes

Follow-Up:

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

**RESOLUTION
OF
THE COUNTY BOARD OF THE COUNTY OF WINNEBAGO, ILLINOIS
SUBMITTED BY: ECONOMIC DEVELOPMENT COMMITTEE**

2023 CR _____

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

WHEREAS, Rockford Rides, LLC is a limousine service, owned by Joshua Beitel, a veteran. Rockford Rides, LLC was started in 2018 and offers local service and long-distance service particularly shuttle rides to O’Hare and other regional airports, and for weddings and group events; and

WHEREAS, Rockford Rides, LLC is now located at 7657 Kissane Drive, Loves Park, Illinois and is requesting funds for the purchase of a 20-passenger coach bus or similar vehicle, due to the emerging transportation demand; and

WHEREAS, Rockford Rides, LLC has paid in full two (2) previous loans with Rockford Local Development Corporation (RLDC) and Northern Illinois Community Development Corporation (NICDC), and have exemplary repayment on the third loan; and

WHEREAS, it is estimated that this loan will assist in the creation of one (1) new full-time equivalent employee to operate the new vehicle within the next two (2) years and generate revenues which are currently stabilized around \$800,000 annually; and

WHEREAS, Rockford Rides LLC, has had great repayment history and business success with two (2) previous Rockford Local Development Corporation (RLDC) loans, they are seeking a loan to assist with the purchase of a 20-passenger Coach bus or similar style as recommended by the staff of RLDC fifty thousand dollars (\$50,000.00) amortized at eight and half percent (8.5%) for seven (7) years from the County of Winnebago's Revolving Loan Fund to Rockford Rides, LLC, secured by a subordinated lien on the purchased coach bus or similar vehicle, as well as personal guarantees by Joshua Beitel.

NOW THEREFORE, BE IT RESOLVED, that the Chairman of the County Board of the County of Winnebago, Illinois is hereby authorized to execute the loan documents prepared by Rockford Local Development Corporation (RLDC) and approved by the Winnebago County State’s Attorney’s Office for the loan of fifty thousand dollars (\$50,000.00) at eight and half percent (8.5%) fully amortized over seven (7) years to Rockford Rides, LLC secured by personal guarantees from Joshua Beitel.

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

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

Respectfully submitted,
Economic Development Committee

AGREE

DISAGREE

JOHN SWEENEY, CHAIRMAN

JOHN SWEENEY, CHAIRMAN

JEAN CROSBY

JEAN CROSBY

ANGELA FELLARS

ANGELA FELLARS

VALERIE HANSERD

VALERIE HANSERD

BRAD LINDMARK

BRAD LINDMARK

TIM NABORS

TIM NABORS

JOHN PENNEY

JOHN PENNEY

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

ATTESTED BY:

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

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

Revolving Loan Fund

**Loan Summary for:
Rockford Rides, LLC**

Applicant:

Rockford Rides, LLC

Principal / Officer (%): Joshua Beitel (100%)

Location Address:

7657 Kissane Dr.
Loves Park, IL 61111

Website: <https://www.rkfdrides.com/>

County Board District #: 7

County Board Member: Paul Arena

Jurisdiction: Loves Park

Type of Business: New (Start-up)

Expansion (Existing)

Industry: Transportation Service

<u>Requested County Revolving Loan Fund:</u>					<u>Employees:</u> Current Projected		
Investment(s)				Percentage	Full-Time Equivalent (FTE):	3	4
County:	\$ 50,000.00	8.50%	interest	32.26%			
			7 years				
Owner's:	\$ 5,000.00			3.23%	Part Time:	0	<i>Within the first 2 years of business operating, from the opening.</i>
				0.00%			
RLDC/Advantage IL	\$ 100,000.00			64.52%			
				0.00%			
Total Financing of Project:	\$ 155,000.00			100.00%	Total:		1

***Cost of County funds per projected job created: **\$50,000**

Uses of Loan Proceeds:

- For the purchase of a 20-passenger bus estimated at \$155,000.00.

Revolving Loan Fund

Loan Summary for:

Rockford Rides, LLC

Description of Business & Project:

Rockford Rides, LLC (Rides) is a limousine service owned by Joshua Beitel. He started the business in 2018. Rides offers local and long-distance service particularly shuttle rides to O'Hare and other regional airports and for weddings and other group events. Mr. Beitel is a veteran who was granted an honorable medical discharge. RLDC has previously lent Rides three loans during COVID, one including housing rehabilitation loan through NICDC, two of which have been paid in full. The remaining loan shows exemplary payment records. During COVID, Rides was initially impacted adversely as people stayed at home and air travel dropped precipitously. RLDC had worked previously with Mr. Beitel with a loan through its housing rehabilitation program and found him to be conscientious and hard-working, so it made one loan through the Economic Injury Disaster Loan (EIDL) Relief Program RLDC initiated and another through its EDA CARES Act Loan Program. During COVID, Rides developed a shuttle service for Amazon shuttling pilots and other staff from area hotels to Greater Rockford Airport that sustained the business until normal travel resumed. With people more comfortable traveling and strong demand, Rides is experiencing rapid growth, but is having difficulty meeting demand and needs to hire new drivers. There are a few local limo operators listed on Google, but none appear to approach Rides for either number or quality of customer reviews. Rides stands out for the cleanliness of its cars, friendliness of its drivers, prompt and efficient service and other favorable ratings. The others appear to be very small with few ratings to compare. Proposed financing will help Mr. Beitel purchase a 20 person bus to supplement revenue and meet the increased demand. Rides is expected to meet annualized revenue of \$790,000 for this year. The proposed loans will be secured by a subordinated lien, subordinated to RLDC, on the purchase of the coach bus. After discounting for senior secured debt, staff estimates this loan is largely unsecured by project collateral. However, due to rapid depreciation on assets, it has likely reduced the book value significantly below the resale value of the vehicles. An additional repayment source is Mr. Beitel's personal obligation to repay the loans as a co-signatory of the Notes. He reports a net worth of approximately \$240,000.

RLDC Recommendation:

Staff recommends a \$50,000, term loan to be fully amortized over seven (7) years at 8.5% for the following reasons:

- 1) Participation in this project is projected to contribute to the creation of one Full Time Equivalent's (FTE).
- 2) Rides has demonstrated historic cash flow more than adequate to service total debt.
- 3) Mr. Beitel has been a three-time borrower through RLDC/NICDC and has paid two loans timely and in full, the third loan has had exemplary payments.
- 4) Participation in this project benefits a veteran-owned business.

Revolving Loan Fund

Loan Summary for:

Rockford Rides, LLC

Other Conditions:

Joshua Beitel will personally guarantee the loan.

Strengths & Weaknesses

Strengths

- 1) Participation in this project is projected to contribute to the creation of one Full Time Equivalent's (FTE).
- 2) Rides has demonstrated historic cash flow more than adequate to service total debt.
- 3) Mr. Beitel has been a three-time borrower through RLDC and has paid all loans timely and in full.
- 4) Participation in this project benefits a veteran-owned business.

Weaknesses

- 1) The proposed loans are not sufficiently protected by business assets.
- 2) The business is highly leveraged to the point of insolvency, but this concern is alleviated by rapid depreciation that has likely reduced the book value significantly below the resale value of the vehicles.

Attachments:

1. *Illinois Secretary of State Corporation / LLC Certificate of Good Standing*



Office of the Secretary of State
ilsos.gov

Business Entity Search

Entity Information

Entity Name	ROCKFORD RIDES, LLC		
Principal Address	1719 POST AVE ROCKFORD, IL 611030000		
File Number	07802269	Status	ACTIVE on 04-07-2023
Entity Type	LLC	Type of LLC	Domestic
Org. Date/Admission Date	05-09-2019	Jurisdiction	IL
Duration	PERPETUAL		
Annual Report Filing Date	04-07-2023	Annual Report Year	2023
Agent Information	JOSH BEITEL 1719 POST AVE. ROCKFORD, IL 61103	Agent Change Date	04-07-2023

Services and More Information

Choose a tab below to view services available to this business and more information about this business.

Purchase Master Entity Certificate of Good Standing

Articles of Amendment Effecting A Name Change

Adopting Assumed Name

Change of Registered Agent and/or Registered Office



4.9 ★★★★★
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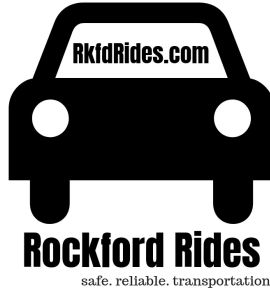
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Date(s) that you require transportation?

Flight times?

How many passengers?

One Way or Roundtrip?

Submit

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Comfortable Capacity

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Background Checked
Drug & Alcohol Tested
Safe and Reliable

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Easy Scheduling
Modern Technology
Always On Time

24/7 Live Support

Live Customer Service
Great Communication
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Reviews



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Limo Service in Rockford, IL

Rockford Rides is your local limo service delivering prompt and professional transportation services in Rockford IL, [Beloit WI](#), [Janesville WI](#), and the nearby areas. Our unique services are a safe and reliable solution when you need professional transportation anywhere across the Midwest.

Our team of professionals are the best option for [limousine services near rockford IL](#) to get you safely to your destination, on time and in style. Whether you need transportation for personal or professional reasons, we are ready to deliver an exceptional experience, without any hassles.

Rent a Limo in Rockford, IL

Looking for a luxurious and memorable transportation solution for your next special event? Look no further than Rockford Rides Limousine! Our premium limos in Rockford, IL are perfect for [bachelorette parties](#), birthdays, [concerts](#), [sports games](#) in Chicago, or any special night out.

Our fleet of luxurious vehicles is equipped with all the latest amenities to ensure that you and your friends have an unforgettable experience. From plush leather seating and premium sound systems to mood lighting and air conditioning, our limousines are designed to provide the ultimate in luxury and comfort.

Our professional and courteous chauffeurs are dedicated to providing the highest level of customer service and ensuring that you arrive at your destination safely and on time. Whether you're looking to party in style or simply enjoy a relaxing ride, Rockford Rides Limousine has the perfect vehicle for you.

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Rockford Rides
on Thursday

#dabears #rockfordrides

<https://www.rkfdrides.com/chicago-bears-party-bus>

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- Commercially Insured
- Non-Smoking
- Clean & Safe
- Wifi Availability
- Your Choice of Music

Cancellation Policy

*****NO REFUND POLICY*****



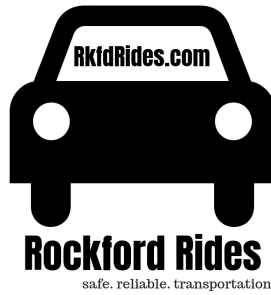
We will allow you to reschedule your appointment if you contact our dispatch team within 24hrs prior to, your confirmed or scheduled appointment.

Reschedules will be placed as an "in store credit," and can be scheduled any date in the future without an expiration date.

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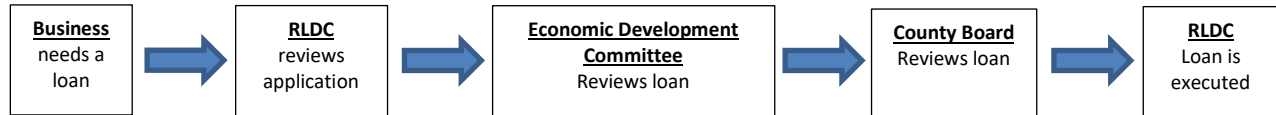
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Winnebago County Revolving Loan Fund (RLF) Program Overview

<p><u>Rockford Local Development Corporation (RLDC)</u> Manages the Revolving Loan Fund Program on behalf of Winnebago County</p> <ul style="list-style-type: none"> RLDC Agreement approved November 26, 2014 Amendment approved January 28, 2016 	
John Phelps Executive Director of RLDC #815-987-8675	http://rldc.us/index.asp 120 West State Street, Suite 306 Rockford, IL 61101

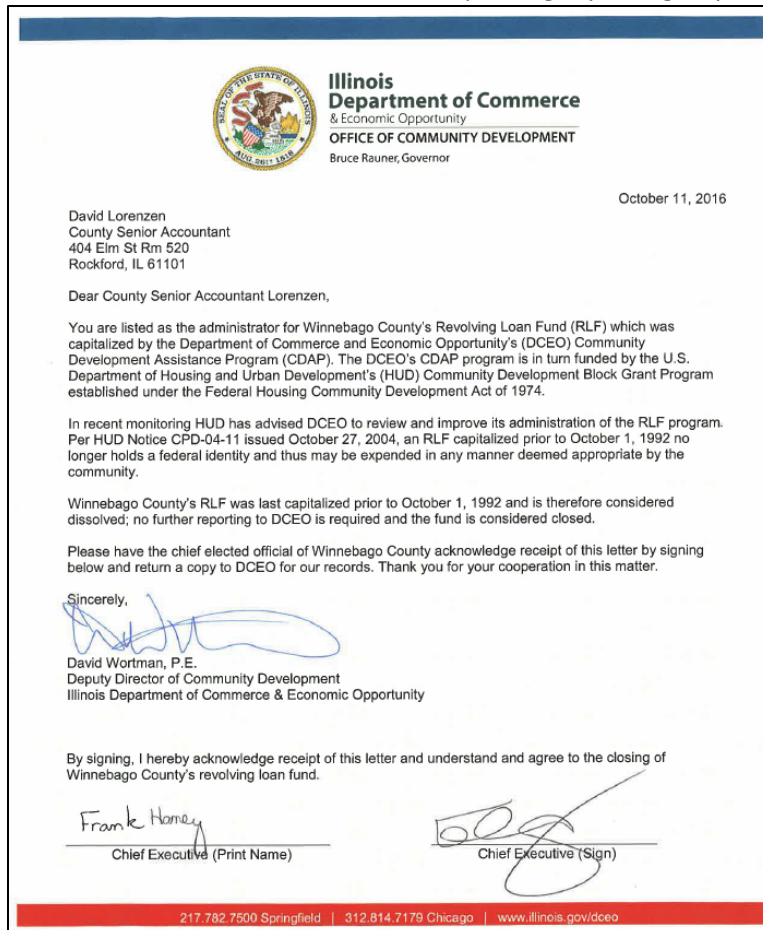
REVOLVING LOAN FUND PROCESS IN A NUTSHELL

(Assuming approval at each step)



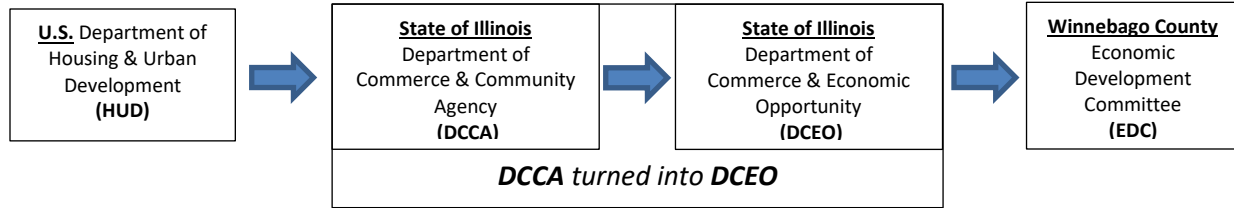
- Program is used for Gap Financing, examples of use...
 - Land & Building
 - Equipment & Machinery
 - Working Capital

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



Winnebago County Revolving Loan Fund (RLF) Program Overview

Origin of Funding for Revolving Loan Fund Program



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

Activity Summary

- Since September 28, 2015 through present (April 1, 2023)
 - **26** loans processed
 - Average number of loans per year **2.89**
 - **\$1,590,500** loans invested into the community
 - Estimated **176.50** Full-Time Equivalent (FTE) jobs created
- Average loan *approximately*...
 - Amount **\$61,200**
 - Loan amounts have ranged from \$17,500 to \$200,000
 - Interest Rate **6.39%**
 - Interest rates have ranged from 5.0% to 9.0%
 - Year (term) length **6.73**
 - Loan (term) lengths have ranged from 5 to 10 years
 - At times may be amortized out longer, but with balloon payment

**Public Safety &
Judiciary
Committee**



Resolution Executive Summary

Prepared By: Purchasing Department for Winnebago County Sheriffs Office
Committee Name: Public Safety and Judiciary Committee
Committee Date: September 28, 2023
Board Date: September 28, 2023
Resolution Title: Resolution Awarding County Towing Service

Budget Information

Budgeted? YES	Amount Budgeted? \$225,675
If not, originally budgeted, explain the funding source? n/a	
Over or Under approved amount? n/a	By: \$n/a
ORG/OBJ/Project Codes: 24000-43731 Descriptor: WCSO – Auto Repairs	
Budget Impact? \$ 225,675	

Background Information: The current County Towing Service agreement, with A to Z Towing, will end on September 30, 2023. Purchasing went out for Bid #23B-2304 and received one (1) Bid from Haas Towing. Haas is offering to tow County owned vehicles at no charge, as well as, provide services such as tire changes, lockouts, jump-starts, and gas delivery at no charge for County owned vehicles (provided it occurs within Winnebago County limits). The prices shown on Resolution Exhibit A are for “estimated costs” that appear on documentation provided by Winnebago County Officers to persons in need of Haas Services.

Recommended By: Anthony Miceli, Deputy Chief of Machesney Park

Contract/Agreement Information: The initial Contract award will be for a period of three (3) years. The Contract may be subject to one (1) additional one (1) year renewal period provided there is no change in the terms, conditions, specifications, and prices and provided that such renewal is mutually agreed to by both parties, based in part on satisfactory completion of the initial Contract. In no event shall the initial term, plus renewal, exceed four (4) years.

Follow-Up Steps: The County Board Chairman will execute and agreement/contract with Haas Towing, 2433 20th Street, Rockford, Illinois 61104

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

Sponsored by: BRAD LINDMARK, Committee Chairman
Submitted by: Public Safety and Judiciary Committee

2023 CR

Resolution Awarding County Towing Service

WHEREAS, the Code of Ordinances for the County of Winnebago, Illinois, provides as in Section 2-357 (b) (1), Conditions for use. All procurements whose value equals or exceeds the competitive bidding threshold of \$25,000.00 shall be awarded by competitive sealed bidding in accordance with this section; and

WHEREAS, the Winnebago County Purchasing Department went out for Bid #23B-2304 COUNTY TOWING SERVICES and received one (1) Bid from Haas Towing; and,

WHEREAS, Haas Towing is a local company with the means (equipment and staff) to provide the services requested; and,

WHEREAS, the Public Safety and Judiciary Committee of the County Board for the County of Winnebago, Illinois, has reviewed the Bid Tab, Resolution Exhibit A, for the aforementioned services and recommends awarding the County Towing Service contract as follows:

HAAS TOWING
2433 20TH Street
Rockford, Illinois 61104

NOW, THEREFORE, BE IT RESOLVED, the County Board of the County of Winnebago, Illinois that the County Board Chairman is authorized to execute a three (3) year contract agreement with the option for one (1) additional 1-year term for a total not to exceed four (4) years of service with HAAS TOWING, 2433 20TH STREET, ROCKFORD, ILLINOIS 61104.

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 Sheriff, Superintendent of Corrections, Superintendent of Detention, Director of Purchasing, Finance Director, County Engineer, County Board Office and County Auditor.

Respectfully submitted,
PUBLIC SAFETY AND JUDICIARY COMMITTEE

AGREE

DISAGREE

BRAD LINDMARK, CHAIR

BRAD LINDMARK, CHAIR

AARON BOOKER

AARON BOOKER

JEAN CROSBY

JEAN CROSBY

ANGIE GORAL

ANGIE GORAL

KEVIN MCCARTHY

KEVIN MCCARTHY

TIM NABORS

TIM NABORS

CHRIS SCROL

CHRIS SCROL

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

ATTESTED BY:

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

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

BID TAB

23B-2304 COUNTY TOWING SERVICE - WCSO

BID OPENING SEPTEMBER 11, 2023 - 3:00 P.M.

	VENDOR NAME		VENDOR NAME	
	HAAS TOWING			
	COST PER TOW	MAX RESPONSE TIME	COST PER TOW	MAX RESPONSE TIME
ENTIRE COUNTY	\$150.00	40		
SECTION ONE	\$150.00	30		
SECTION TWO	\$150.00	30		
COUNTY OWNED VEHICLES	\$0.00	N/A		
SECOND VEHICLE (off-road recovery unit)	\$250.00	N/A		
TIRE CHANGES	0	N/A		N/A
LOCKOUTS	0	N/A		N/A
JUMP-STARTS	0	N/A		N/A
GAS DELIVERY	0	N/A		N/A
LIST OF FLEET INCLUDED	YES	N/A	YES or NO	N/A
STORAGE CAPACITY INCLUDED	YES	N/A	YES or NO	N/A
INBOUND CALL PROCESS DESCRIPTION INCLUDED	YES	N/A	YES or NO	N/A



Winnebago County - Purchasing Department

404 Elm Street Room 202

Rockford, Illinois 61101

Phone: (815)319-4380

Email: Purchasing@purchasing.wincoil.gov Website: <http://www.wincoil.gov>

INVITATION FOR BID	23B-2304	BID ISSUE DATE	August 25, 2023
BID TITLE	COUNTY TOWING SERVICE		
DUE DATE DEADLINE	September 11, 2023	TIME DEADLINE	3:00 P.M.
SUBMIT ONE (1) ORIGINAL, PLUS ONE (1) COPY		BOND REQUIRED	None

TO ALL PROSPECTIVE BIDDERS:

You are invited to submit your Bid for the **COUNTY TOWING SERVICE** for the County of Winnebago. The County of Winnebago is seeking Bidders for towing and wrecking services, primarily for vehicles that are subject to impound by the Sheriffs Department, or for disabled County vehicles. The successful Bidder must be able to provide 24-hour wrecking service, seven days a week.

Bids will be received and timestamped in the Purchasing Department, County Administration Building, 404 Elm Street, Room 202, Rockford, IL 61101 not later than **3:00 P.M.** on **September 11, 2023**. The bids will be publicly opened and read by the Purchasing staff at **3:05 P.M.** at the same location. *Late bids will not be considered.*

There will be **no** Pre-Bid Meeting. Please submit any questions and/or inquires as instructed in the Bid solicitation.

Any communication regarding this Bid, between the date of issue and date of award, is required to go through the Winnebago County Purchasing department in writing or email to purchasing@purchasing.wincoil.gov, referencing the Bid Title and Bid Number.

Sincerely,

Winnebago County Purchasing Department

NAME OF BIDDER	
CONTACT	
TELEPHONE	
EMAIL	

SECTION 1 - BID COVER PAGE

PROJECT NAME	COUNTY TOWING SERVICE – 23B-2304
USER DEPARTMENT	WINNEBAGO COUNTY SHERIFFS OFFICE (WCSO)

BID SCHEDULE OF EVENTS	LOCATION	DATE	TIME (CST)
MANDATORY PRE-BID MEETING & MANDATORY SITE VISIT	NONE		
DEADLINE: FOR BIDDERS TO SUBMIT THEIR QUESTIONS	Submit by email to: purchasing@purchasing.wincoil.gov	8/30/2023	2:00 P.M.
DEADLINE: RESPONSES TO BIDDERS QUESTIONS BY ADDENDUM(S)	County will send via Email and post on the County’s Website	9/1/2023	4:00 P.M.
DEADLINE: BID DUE DATE	Deliver to: Administration Building 404 Elm Street, Room 202 Rockford, Illinois 61101	9/11/2023	3:00 P.M.

The documents constituting component parts of the Bid Solicitation are the following:

√	BID SUBMITTAL CHECKLIST
1.	Submit one (1) Original signed Bid with one (1) copy
2.	Bid Pricing & Schedule
3.	Bid Form
4.	Business References Form
5.	Bid Exception Form
6.	Use of the <u>Bid Return Label</u>
7.	Vendor Registration Form
8.	Suspension/Debarment Certification Form

***** ALL BIDS MUST BE ENCLOSED IN SEALED ENVELOPES MARKED: *****

“COUNTY TOWING SERVICE – 23B-2304”

Information is available from the Purchasing Department, County Administration Building, 404 Elm Street, Room 202, Rockford, Illinois, 61101, (815) 319-4380 or Email: Purchasing@purchasing.wincoil.gov

END OF SECTION 1 - BID COVER PAGE

The documents constituting component parts of the Bid Solicitation are the following:

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SECTION 2 – INSTRUCTIONS TO BIDDERS.....PAGE 4
SECTION 3 – GENERAL CONDITIONS PAGE 7
SECTION 4 – SPECIAL CONDITIONS.....PAGE 11
SECTION 5 – INSURANCE REQUIREMENTSPAGE 13
SECTION 6 – ADDITIONAL WORK REQUIREMENTSPAGE 15
SECTION 7 – BID SPECIFICATIONS.....PAGE 17
SECTION 8 – BID PRICING & SCHEDULEPAGE 21
SECTION 9 – BID FORM.....PAGE 22
SECTION 10 – BUSINESS REFERENCES FORM.....PAGE 24
SECTION 11 – BID EXCEPTION FORM.....PAGE 25
SECTION 12 – BID RETURN LABEL..... PAGE 26
REQUIRED FORMS AND COUNTY SECTION MAP END OF DOCUMENT

SECTION 2 – INSTRUCTIONS TO BIDDERS

COMMUNICATIONS: To create a more competitive and unbiased procurement process, the County has a single point of contact throughout the process. From the issue date of this Bid, until a Successful Bidder is selected, all requests for clarification or contacts with County personnel concerning this Bid or the evaluation process must be solely with the Purchasing Department.

A violation of this provision is cause for the County to reject the Bidder's submitted Bid. If it is later discovered that a violation has occurred, the County may reject any Bid or terminate any contract awarded pursuant to this Bid. No contact regarding this solicitation with County employees is permitted.

BID INFORMATION AND QUESTIONS: Each Bid that is timely received will be evaluated on its merit and completeness of all requested information. In preparing Bids, Bidders are advised to rely only upon the contents of this Bid solicitation and accompanying documents and any written clarifications or addenda issued by the County. If a Bidder finds a discrepancy, error, or omission in the Bid solicitation, or requires any written addendum thereto, the Bidder must notify the Purchasing Department, so that written clarification may be sent to all prospective Bidders. The County is not responsible for oral representations. All questions must be submitted, in writing, to the Purchasing Department before the **Bidder's Questions Deadline**. All answers will be issued in the form of a written Bid Addendum.

BID SUBMISSION: Bids must be submitted before the date and time indicated as the **Bid Due Date Deadline**. It is each Bidder's responsibility to ensure that the submittal is received and timestamped prior to the **Bid Due Date Deadline**. This responsibility rests entirely with the Bidder, regardless of delays resulting from postal handling or for any other reasons. Bids will be accepted during the normal course of business from 8:00 A.M. to 5:00 P.M. local time, Monday through Friday, except for legal holidays, at the County's Purchasing Department.

Bids arriving after the stated **Bid Due Date and Time Deadline** will not be accepted and shall be returned to the Bidder unopened. The Purchasing Department timestamp shall be the official time. The opening of a Bid does not constitute the County's acceptance of the Bidder as a responsive and/or responsible Bidder.

Bidders must sign, in ink, the **Bid Form**, where indicated. Unsigned Bids will not be considered. Each signature represents binding commitment upon the Bidder to provide the goods and/or services offered to the County, if the Bidder is determined to be the most responsive and responsible Bidder.

Bids must be enclosed in a sealed envelope, box, or package, and clearly marked on the outside with the **Bid Return Label** secured to the lower left-hand corner.

- a. Submission of a Bid establishes a conclusive presumption that the Bidder is thoroughly familiar with the Bid solicitation specifications and terms, and the County's Purchasing Ordinance, and that the Bidder understands and agrees to abide by each, and all of the stipulations and requirements contained therein.
- b. All prices and notations must be typed or printed in ink. No erasures are permitted. Mistakes may be crossed out and the person(s) signing the Bid must also initial corrections in ink.
- c. All costs incurred in the preparation and presentations of the Bid, as well as, any resulting contract, are the Bidder's sole responsibility; no such costs will be reimbursed to any Bidder. All documentation submitted with the Bid will become the property of the County.
- d. Bids are subject to public disclosure after the **Bid Due Date Deadline**, in accordance with State Law under the Freedom of Information Act (FOIA).

CONTRACT AWARD: The County reserves the right to withdraw the Bid solicitation, to award to one Bidder, to any combination of Bidders, by item, group of items, or total Bid. The County may waive informalities, if it is in the County's interest. The Bidder(s) to whom the award is made will be notified, as soon as possible. Tentative acceptance of the Bid, intent to recommend award of a contract and actual award of the contract will be provided by written notice sent to the Bidder at the email address designated in the Bid. All Bids must be for a firm fixed price unless modified. If, for any reason, a contract is not executed with the selected Bidder within 14 days after notice of recommended award, then the County may recommend the next most responsive and responsible Bidder. Award of this Bid is contingent upon the availability of funds for this project, within the sole discretion of the County. Acceptance of the Bidder's Bid does not constitute a binding contract. There is no contract until the County's policies have been fulfilled. The County is not liable for performance costs until the successful Bidder has been given a fully executed contract. Failure to accept the terms and conditions of the County may deem the Bidder non-responsive.

ALTERNATE OR EQUAL BIDS: The specifications cannot cover precisely, all minute details of the goods or equipment required. Therefore, for purposes of establishing a standard of quality, the items listed in the specification may state brand names, manufacturer's models, numbers, and etcetera. The County of Winnebago, for cost effective measures, standardizes on specific items; those Bids will contain the language "No Substitutions," and any alternative will not be considered. A generic or an alternate brand product of equal specifications may be proposed as an alternative for the item identified unless "No Substitutions" is indicated. However, in bidding an alternate item, the Bidder must also attach manufacturer's printed specifications and literature.

NON-DISCRIMINATION: The County will not contract with any person or firm that discriminates against employees or applicants for employment because of any factor not related to job performance. The Bidder must comply with all Federal, State and local laws and policies that prohibit discrimination in employment contracts.

REJECTION: The County reserves the right to reject any or all Bids, or to accept or reject any Bid in part, and to waive any minor informality or irregularity in Bids received, if it is determined by the Director of Purchasing or designee that the best interest of the County will be served by doing so. The County may reject any Bid from any person, firm or corporation in arrears or in default to the County on any contract, debt, or other obligation, or if the Bidder is debarred by the County from consideration for a contract award, or if Bidder has committed a violation of the ethics or anti-kickback provisions of the County's Purchasing Ordinance which resulted in a termination of a contract or other material sanction.

PROPRIETARY INFORMATION/FOIA: Under the Illinois Freedom of Information Act, all records in the possession of the County are presumed to be open to inspection or copying, unless a specific exception applies. One exemption is "trade secrets and commercial or financial information obtained from a person or business where the trade secrets or commercial or financial information are furnished under a claim that they are proprietary, privileged or confidential, and that disclosure of the trade secrets or commercial or financial information would cause competitive harm to the person or business, and only insofar as the claim directly applies to the records requested." 5 ILCS 140/7(1) (g). The County will assume that all information provided in a Bid or 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, submit both an unreacted copy along with a redacted copy which has all portions redacted that you deem to fall under a Freedom of Information Act exception.

CONTRACT NEGOTIATION: All Bids must be firm for at least 120 calendar days from the **Bid Due Date**. If for any reason, a Contract is not executed with the selected Bidder within fourteen days after notice of recommended award, then the County may recommend the next most responsive and responsible Bidder. There is no contract until the County's policies and procedures have been fulfilled.

DISQUALIFICATION OF BIDDERS: Any one or more of the following causes may be considered sufficient for the disqualification of a Bidder and the rejection of the Bid:

- a. Evidence of collusion among Bidders.
- b. Lack of competency as revealed by financial, experience, or equipment.
- c. Lack of responsibility as shown by past work.
- d. Uncompleted work under other contracts which, in the judgment of the County, might hinder or prevent the prompt completion of additional work, if awarded.

BIDDER RESPONSIBILITIES: The Bidder must be capable, either as a firm or a team, of providing all services as described under Specifications and/or Scope of Work/Services and to maintain those capabilities until notification of the fact that their submitted Bid was unsuccessful. The selected Bidder must remain capable of providing all services proposed as described under Specifications and/or Scope of Work/Services and must maintain those capabilities until the agreement is successfully finished.

COMPLIANCE WITH ILLINOIS STATE LAW: By submitting a response, Bidder certifies that it has obtained all required authorizations, certifications, and/or licenses required by law to perform the work described herein and transact business within the State of Illinois. This may include but is not limited to, in the case of a foreign business corporation, limited liability company, limited partnership, or limited liability partnership, authorization from the Illinois Secretary of State to transact business within the State of Illinois.

PREVAILING WAGE: Prevailing rate of wages as determined by the Illinois Department of Labor may apply to work performed on this contract and paid to all laborers, workers and mechanics performing work under this contract. State Statutes regarding Prevailing Wage and the current wage rates are available online. Contractor must retain payroll records for five (5) years and make those records available for inspection by the County or the Illinois Department of Labor. The Prevailing Wage Rates may apply to work performed on this contract. It is the Contractor's responsibility to comply with these requirements and to assure compliance by their subcontractors.

WITHDRAWAL: Bids may only be withdrawn, by written notice, prior to the **Bid Due Date Deadline**. No Bid may be withdrawn after the **Bid Due Date Deadline**.

END OF SECTION 2 - INSTRUCTIONS TO BIDDERS

SECTION 3 – GENERAL CONDITIONS

ADDENDUM AND SUPPLEMENT TO THE INVITATION FOR BID: If it becomes necessary or advisable to revise any part of this Bid or if additional data is necessary to enable the exact interpretation of provisions of this Bid revisions will be provided in the form of an Addendum. *Mandatory Addendums must be acknowledged on the completed Bid Form.*

APPLICABLE CODES AND ORDINANCES: Contractor hereby certifies that all materials used conform to all articles and sections of all current applicable National Building Codes and other relevant construction-related codes. Workmanship and materials shall conform to all local applicable codes and ordinances.

ASSUMPTION OF RISK: Until the completion and final acceptance by the County of all work under or implied by the Contract, the work shall be under the Contractor's care and charge and Contractor shall be responsible, therefore. Contractor shall rebuild, replace, repair, restore and make good all injuries, damages, re-erection, and repairs rendered necessary by causes, of any nature, to all or any portion of the work.

CHANGES: The County of Winnebago reserves the right to make any desired change in the specifications after the Contract is awarded; if changes are made, the price added or deducted from the contract price, shall be agreed to in advance, between County of Winnebago and the successful Contractor.

CONFIDENTIAL INFORMATION AND COUNTY PROPERTY: It is agreed that all specifications, drawings, or data furnished by County of Winnebago shall (1) remain the County's sole and exclusive property; (2) be considered and treated by Contractor as County's confidential information, and not be copied, reproduced or duplicated in any manner or disclosed to any person or party, except as is necessary in the performance of this contract and (3) be returned upon request.

CONTRACTOR PERFORMANCE: The Instructions to Bidders, General Conditions, Special Conditions, Scope of Work/Services, Insurance Requirements, Exception Form, Bid Form, Exhibits and any other Forms related to this Bid, together with the issued County Purchase Order shall be incorporated in and become terms of the Contract. All items or services shall be supplied in strict accordance with the specifications. The Contractor's performance under the terms of the Contract shall be to the satisfaction of the County. Failure to comply with any statutory requirements shall be deemed a performance breach.

DISCIPLINE: Nothing is construed to imply that the County is retaining control over the operative details of the Contractor's work or the Subcontractor's employee's work. The Contractor is assuming all oversight, and the compliance with all safety guidelines.

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

DRUG FREE WORKPLACE: The Contractor (whether an individual or company) agrees to provide a Drug Free Workplace as provided for in 30 ILCS 580/1 et seq.

ENDORSEMENTS AND ADVERTISEMENT: Contractor shall not use the name, seal or images of County of Winnebago in any form of endorsement to any third-party without the County's written permission. The Bidder shall not place or maintain any posters, signs, or other advertisements in or about the work location, except by prior written County approval.

FORCE MAJEURE: The County of Winnebago shall not hold Contractor liable for an extraordinary interruption of events, or damage of County property, by a natural cause that cannot be reasonably foreseen or prevented, i.e., droughts, floods, severe weather phenomena, etcetera.

FUEL SURCHARGE: The County of Winnebago does NOT accept, nor pay any fuel surcharges.

HOLDING OF BIDS: Bidder may withdraw their Bid at any time prior to the time specified as the closing time for the receipt of Bids. However, no Bidder shall withdraw or cancel the Bid for a period of ninety (90) calendar days after said closing time for the receipt of Bids or additional days if stated in the solicitation.

INDEMNITY and HOLD HARMLESS: The Contractor shall, at all times, to the extent permitted by law, fully indemnify, hold harmless, and defend the County and its officers, elected officials, 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 Contractor and its employees, or because of any act or omission, neglect or misconduct of the Contractor, 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 Contractor's violation of the Illinois Prevailing Wage Act (820 ILCS 130/1 et seq.).

Such indemnity shall not be limited because of the enumeration of any insurance coverage or bond herein provided.

Nothing contained herein shall be construed as prohibiting the County, its officers, elected officials, 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 Contractor shall likewise be liable for the cost, fees and expenses incurred in the County's or Contractor's defense of any such claims, actions, or suits.

The Contractor shall be responsible for any damages incurred because of its errors, omissions or negligent acts and for any losses or costs to repair or remedy construction because of its errors, omissions or negligent acts. The County does not waive its defenses or immunities under the Local Government and Governmental Employees Tort Immunity Act, 745 ILCS 10/1 et seq. because of indemnification or insurance.

LAW GOVERNING and VENUE: The Bid and resulting Contract shall be governed by the Laws of Illinois. Bidder agrees to comply with all applicable State and Federal laws. Bidder agrees that venue for all disputes arising out of the Bid process, including but not limited, to judicial review of any protest decision, will be exclusively in the Circuit Court for the Seventeenth Judicial Circuit in Winnebago County, Illinois and that Illinois Law will control.

LIABILITY OF CONTRACTOR: The mention of any specific duty or liability imposed upon Contractor shall not be construed as a limitation or restriction of any general or other liability or duty imposed upon Contractor by his Contract, said reference to any specific duty or liability being made merely for explanation. Contractor shall be responsible to the County for the acts and omissions of all his employees and all subcontractors, their agents and employees, and all other persons performing any of the Work under an agreement with Contractor.

LIENS, CLAIMS, AND ENCUMBRANCES: Contractor warrants and represents that all the goods, equipment and materials ordered are free and clear of all liens, claims, or encumbrances of any kind.

WORDS AND FIGURES: Where amounts are given in both words and figures, the word shall govern. If the amount is not written in words, the unit cost will take precedence over the extended price, in the case of a discrepancy in the calculations.

NON-COLLUSION: The Bidder, by its officers, agents or representatives present at the time of filing this Bid, say that neither they nor any of them, have in any way directly or indirectly, entered into any arrangement or agreement with any other Bidders, or with any public officer of the County of Winnebago, Illinois, whereby, the Bidder has paid or is to pay to such Bidder or public officer any sum of money or, anything of value. The Bidder, by its officers, agents or representative present at the time of filing this Bid, further say that neither they nor any of them have directly or indirectly entered into any arrangement or agreement with any other Bidder or Bidders whereby, inducement of any form or character other than that which appears upon the face of the Bid, was or will be suggested, offered, paid or delivered to any person whomsoever to influence the acceptance of the said Bid 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 Bid.

TRANSFER OF OWNERSHIP OR ASSIGNMENT: The terms and conditions of this Contract shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns. Prior to any sales or assignments, the County of Winnebago must be notified and approve the same in writing.

PAYMENT: Original invoices must be presented for payment in accordance with instructions contained on the Purchase Order and/or Contract Agreement, including reference to Purchase Order number and submitted to the correct address for processing. The County shall pay all invoices pursuant to 50 ILCS 505, "Local Government Prompt Payment Act". Invoices containing charges for work are subject to the Illinois Prevailing Wage Act (820 ILCS 130/).

SUBCONTRACTORS: *There will be no subcontracting unless approved by WCSO. No affiliation with any type of group towing will be allowed. WCSO may allow a subcontractor in certain situations, such as, for towing only. No subcontracting for vehicle storage for non-impound storage situations.*

PROTEST: Any actual or prospective Bidder, Offeror, or Contractor who believes they have been adversely affected in connection with the solicitation or award of a contract may, within seven calendar days of the solicitation, Bid Due Date or award, by mail or have served, a letter of protest to the Purchasing Department. The Director of Purchasing, or designee, must submit a response in writing to the protesting entity, within the timeframe established in the County's Purchasing Ordinance.

TAX: The County of Winnebago does not pay Federal Excise Tax or Illinois Sales Tax. The County's Tax exemption number is E9997-4551-07. A copy of the exemption letter is available upon written request.

RESERVATION OF RIGHTS: The County of Winnebago reserves the right to reject any or all Bids failing to meet the County's specifications or requirements and to waive technicalities. If in the County of Winnebago's opinion, the lowest Bid is not the most responsible Bid, the right is reserved to make awards as considering value received for monies expended, the right is reserved to make awards as determined solely by the judgment of the County of Winnebago. In determining the lowest responsible Bidder, the County shall take into consideration the qualities of the articles supplied, their conformity with the specifications, and their suitability to the requirements of the County and the delivery terms. Intangible factors, such as the Bidder's reputation and past performance, will also be weighed.

The Bidder's failure to meet the mandatory requirements of the Bid may result in the disqualification of their Bid from further consideration.

The County further reserves the right to reject all Bids and obtain goods or services through intergovernmental or cooperative agreements, or to issue a new or revised Bid.

Submission of a Bid confers no rights on the Bidder to a selection or to a subsequent contract. All decisions on compliance, evaluation, terms and conditions shall be made solely at the County's discretion and shall be made in the best interest of the County.

The County of Winnebago reserves the right to award to more than one Bidder, if it deems it is in the best interest to do so.

WAIVER OF IRREGULARITIES: The County of Winnebago may, at its sole and absolute discretion, reject any and all, or parts of any and all, Bids, re-advertise this Bid, postpone or cancel, at any time, this Bid process, or waive any irregularities in this Bid or in the Bid responses received as a result of this Bid.

WARRANTY: Complete warranty information detailing period and coverage must be submitted to the County prior to final payment.

END OF SECTION 3 - GENERAL CONDITIONS

SECTION 4 – SPECIAL CONDITIONS

ACCURACY DISCLAIMER: The Bidder shall thoroughly acquaint himself with the sites for the proposed Bid to fully understand the facilities, difficulties and restrictions attending to the execution of the Bid. The Bidder will be allowed no additional compensation for his failure to be so informed.

ADDITIONAL MISCELLANEOUS REQUIREMENTS: The Bidder is prohibited from assigning, transferring, conveying, subletting, or otherwise disposing of the Contract or its rights, title of interest therein or its power to execute the Contract to any other person, company or corporation without the previous consent and approval in writing by the County. The County staff will not take delivery of any equipment or material. The Contractor shall have a representative on-site to receive any equipment or material delivered for this project.

CANCELLATION: The County reserves the right to cancel the whole or any part of this Contract (1) upon 120-day written notice, without cause, or (2) upon 30-day written notice due to failure by the Contractor to carry out any obligation, term or condition of the Contract. The County will issue written notice to the Contractor for acting or failing to act as in any of the following:

- a. Contractor provides material that does not meet specifications of the Contract.
- b. The Contractor fails to adequately perform the services set forth in the Contract.
- c. The Contractor fails to complete the work required or to furnish the materials required within the time stipulated.
- d. The Contractor fails to progress in the performance of the Contract and/or gives the County reason to believe the Contractor will not or cannot perform the requirements.
- e. Upon receipt of the written **Notice of Concern**, the Contractor shall have ten (10) days to provide a satisfactory, written response to the County. Failure on the part of the Contractor to adequately address all issues of concern may result in the County resorting to any single or combination of the following remedies:
 1. Cancel the Contract.
 2. Reserve all rights or claims of damage for breach or any covenants of the Contract.
 3. Perform any test or analysis on materials for compliance with the specifications of the Contract. If the results of any test or analysis find a material non-compliant with the specifications, the actual expense of testing shall be borne on the Contractor.

PERMITS, FEES, AND NOTICES: The awarded Contractor shall secure and pay for all Building Permits and Governmental Fees, licenses, and inspections (except for lead-based paint inspections and clearances) necessary for the proper execution and completion of the work, which are legally required, file all notices, and comply with all laws, rules, regulations and lawful orders bearing on the performance of the work.

REGULATIONS AND CODE REQUIREMENTS: All work shall conform to the requirements of the latest editions of the State Codes, Statutes and Regulations. In addition, all work shall be in accordance with requirements of Federal, State and Local Governmental codes and regulations of the Authorities having jurisdiction over this work.

ADDENDUM AND SUPPLEMENT TO THE BID: If it becomes necessary or advisable to revise any part of this Bid, or if additional data is necessary to enable the exact interpretation of provisions of this Bid, revisions will be provided in the form of an Addendum. If revisions are made after any *mandatory Pre-Bid Meeting*, the revisions will be provided only to those Bidders who will have attended the *mandatory meeting*.

SIGNATURE OF BIDS: The signature on Bid documents shall be that of an authorized representative of the Bidder. An officer or agent of the offering Bidder who is empowered to bind the Bidder in a Contract shall sign the Bid documents.

Each Bidder, by making and signing their Bid, represents that he/she has read and understands all the Bid documents. **Any Bid not containing said signed documents shall be non-conforming and shall be rejected.** In the event that any addenda to this Bid are issued, a public posting a minimum of seven (7) days will be adhered to, and could result in a revised date for the **Bid Due Date Deadline**.

Addendum information is available at the County's website [Purchasing Department \(wincoil.gov\)](http://wincoil.gov), it is strongly advised that Bidders check for any addenda a minimum of forty-eight hours (48), in advance of the **Bid Due Date**.

BID FORM: The Bidder, by signing the **Bid Form**, acknowledges and agrees to abide by the terms and conditions of this entire Bid solicitation.

INQUIRIES AND QUESTIONS: Any questions and/or inquires may be directed, no later than the date provided in the Bid, or the latest Addendum. The individual listed below shall be the single point of contact for this Bid. Unless otherwise directed, do not discuss this Bid, directly or indirectly, with any County employee other than the Bid contact. Only information provided in writing by the Purchasing Department shall be binding on the County.

Bid Contact: Purchasing Department: 815-319-4380
Email: purchasing@purchasing.wincoil.gov

CHANGES IN WORK: The County reserves the right to make changes in the scope of the Contract or issue instructions requiring additional work or direct the deletion of certain work. Any such changes by the County shall not invalidate the Contract or relieve the Contractor of any obligations under the Contract. Changes to the Work shall be authorized in writing and executed by the County and Contractor by means of a Change Order.

A Change Order for work is not necessary, and Contractor shall not be entitled to additional compensation, when the work is reasonably inferable as within the Contract, or, when the work was made necessary as a result of an error or omission of the Contractor or any subcontractor. Contractor shall not be entitled to an adjustment to the Contract Amount or Contract Time for any work performed: outside the scope of the Contract and for which no prior written authorization by the County was obtained; which exceeds the Contract Amount or other agreed upon pricing and for which no Change Order was executed; or relating to differing site conditions that require prior written notice before proceeding as further provided herein.

SUSPENSION: The County, at any time, by written notice to the Contractor may require the Contractor to stop all, or any part, of the work required by the Contract. Upon receipt of such a notice, the Contractor shall immediately comply with its terms and take all steps to minimize the occurrence of costs allocable to the work covered by the notice. Contractor shall, upon receipt of notice of suspension, identify in writing all work that must be completed prior to suspension of the work, including all work associated with suspension that must be performed. With respect to work so identified by Contractor and approved by the County, the County will pay for the necessary and reasonable costs associated with that work. Contractor shall not be entitled to any claim for lost profits due to the suspension of the work by the County.

END OF SECTION 4 - SPECIAL CONDITIONS

SECTION 5 – INSURANCE REQUIREMENTS

The awarded Contractor or Partners will purchase and maintain insurance for the coverages for a minimum of three (3) years after completion of the Contract.

Upon notice of award of Bid, the successful Bidder shall, within fifteen (15) calendar of said notice, furnish to the Winnebago County Purchasing Department a Certificate of Insurance (COI) and provide policy endorsements evidencing specific coverage of the types of insurance in the amounts specified below. Such coverage shall be placed with a responsible company acceptable to the County licensed to do business in the State of Illinois. All required insurance shall be maintained by the Contractor in full force and effect during the life of the Contract, and until all work has been approved and accepted by the County. The Bidder is responsible for all insurance deductible and Self-Insured Retentions.

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

If any policy or coverage is written as "claims made" then coverage must be maintained for four (4) years **after** project completion.

At all times during the term of the contract, the Bidder and its independent Contractors shall maintain, at their sole expense, insurance coverage for the Bidder, its employees, officers and independent Contractors, as follows:

- It is the responsibility of Bidder to provide a copy of this Bid to their insurance provider.
- It may also be required that the Bidder's insurer and coverage be approved by Winnebago County prior to execution of the Contract.
- No work shall be started until receipt of Certificate of Insurance.

The **County of Winnebago shall be named as additionally insured** on all Certificates of insurance. Insurance certificates shall also reference project name and Bid Number. The Certificates with all required endorsements should be emailed to: purchasing@purchasing.wincoil.gov

CHANGES IN OR TERMINATION OF INSURANCE COVERAGE: The insurance carrier of the insured is required to notify the County of termination of any of these coverage's, prior to the completion of any contract, at least 30 days prior to expiration.

INSURANCE RATING: All the above-specified types of insurance shall be obtained from companies that have at least an A rating in Best's Guide or the equivalent.

SURVIVAL OF INDEMNIFICATION: The indemnification described above shall not be limited due to the enumeration of any insurance coverage herein provided, and indemnification shall survive the termination of the Contract.

NOTICE OF LAWSUIT: Within 60 days of service of process, the County shall notify the Bidder of any lawsuit involving the indemnification provided for above. Failure to provide such notice shall not relieve the Bidder of its obligation to provide indemnification.

CHOICE OF LEGAL COUNSEL: The Bidder shall provide coverage as provided in the Contract and retains the right to choose legal counsel subject to the approval of the County, and appointment by the State's Attorney Office.

END OF SECTION 5 - INSURANCE REQUIREMENTS

SECTION 6 – ADDITIONAL WORK REQUIREMENTS

JOB SITE DAILY CLEANUP: Contractor shall maintain a clean work site and at the end of each day shall make sure that all debris and scrap materials no longer needed for the construction are properly removed and disposed of.

EQUIPMENT AND MATERIALS STAGING: Contractor shall be responsible for the proper, safe, and adequate storage of all materials and equipment. The Contractor shall not place any equipment or materials on the job site without prior approval by the County. All staging locations for equipment and materials must be pre-approved by the County. Contractor is responsible for the security of their own materials, tools and equipment at the site, and the County shall not be liable for any loss or damage that may occur thereto.

Contractor shall not be entitled to payment or reimbursement for any off-site storage of materials or equipment unless such off-site storage was pre-approved in writing by the County.

VEHICLES AND EQUIPMENT: The Contractor's vehicles shall be located on the paved surface of a street and will not use private driveways or block any public sidewalk. The County shall have final determination of necessary restoration. Equipment shall not enter private property unless the property owner consents or the County has obtained signed right-of-entry release forms for the required work.

SAFETY OF PERSONS: Contractor shall be solely and completely in charge of, and responsible for maintaining the site and performing the work, so as to prevent accidents or injury to persons performing the work, and to any person on, about, or adjacent to the site where the work is being performed. This duty exists, and shall apply, continuously and shall not be limited to normal working hours. Contractor shall maintain and implement, and ensure that all Subcontractors maintain and implement, an appropriate safety/loss prevention program for the protection of employees and persons nearby. Contractor is fully responsible and assumes liability for the failure of Subcontractors to comply with the requirements of this Section.

Contractor shall comply with all applicable Federal, State, and Local safety laws, regulations and codes, including, but not limited to, those safety precautions as to construction involving, or in the vicinity of, overhead and/or underground electrical facilities and utilities. Contractor shall be responsible for all applicable employee safety training/education, as well as accident record maintenance.

PROTECTION OF PUBLIC AND PRIVATE PROPERTY: Contractor shall adequately protect the site, adjoining properties and all work from damage or loss arising in connection with, or during the performance of, the work. Contractor shall pay for any such damage, injury or loss caused by its agents, employees, or subcontractors or from the action of the elements. Contractor will be required, without cost to the County, to remove and replace all portions of the damaged work, and to repair or replace all damage caused to County and private property and adjoining properties. Contractor will take sufficient precautions and ensure that all Subcontractors take sufficient precautions, to prevent damage to property, materials, supplies, and equipment, and avoid interruptions in the performance of the work. Contractor is fully responsible and assumes liability for the failure of Subcontractors to comply with the requirements herein.

The Contractor shall resolve any claims for damage with the property owner within ten (10) days after damage occurs. Should the damage not be rectified within the time frame agreed upon or to the satisfaction of the property owner, and/or the County, the County reserves the right to repair or replace that which was damaged by the Contractor and deduct this cost from any payment due the Contractor.

REPAIR OF DAMAGE: Upon termination of the Contract, or upon completion of the work, Contractor shall repair or replace, at no expense to the County, any damage to existing buildings, paving, landscaping, streets, drives, utilities, Right-of-Way, or other County property arising during the performance of the work or incidental thereto caused by Contractor, any Subcontractors, material suppliers, or others performing work on behalf, or at the request, of Contractor. Such repair or replacement shall be performed by craftsmen skilled and experienced and shall result in conditions that existed as of the Effective Date of the Contract.

INTERPRETATION OF WORK: The County shall in all cases determine the amount or quantity of the several kinds of Work, which are to be paid for under this Contract, and shall decide all questions which may arise relative to the execution of the Contract on the part of the Contractor, and all estimates and decisions shall be final and conclusive. The County shall have the right to make alterations in the lines, grades, plans, forms, or dimensions of the work herein contemplated either before or after the commencement of the work. If such alterations diminish the quantity of the work to be done, they shall not constitute a claim for damage or for anticipated profits on the work dispensed with, or if they increase the amount of work, such increase shall be paid according to the quantity actually done and at the price or prices stipulated for such work in the Contract. The County hereby reserves the right to approve as an equal, or to reject as not being an equal, any article the Contractor proposes to furnish pursuant to the Contract.

END OF SECTION 6 – ADDITIONAL WORK REQUIREMENTS

SECTION 7 – BID SPECIFICATIONS

INTENT

The County is seeking Bids for towing and wrecking services, primarily for vehicles that are subject to impound by the Sherrifs Department or for County vehicles, on an “as required” basis.

The County hereby offers the option to Bid on the entire County or to Bid on either section per the County Section Map. Attached as the last page of the solicitation is the **County Section Map** that divides the County into two sections.

The County required towing of approximately 1450 vehicles in 2022; 1389 to impound and approximately 70 County vehicles. These figures are provided to give the Bidder a general idea of the County’s volume and is not a guarantee of future demand.

Bidder must have available at all times, ample units, to accommodate the County’s requirements. Flat beds as well as tow trucks are required.

TRUCK REQUIREMENTS

1. All trucks must comply with all Federal Motor Carriers Safety Regulations.
2. The wrecker hoist must be mounted on truck with a one (1) ton capacity or larger. The successful Bidder must be capable of rendering service without unnecessary delays.
3. Wreckers used for picking up vehicles shall be equipped with a spacer bar attached from the wrecker using a car guard, towing sling or similar protective device, and a wheel lift.
4. There shall be mounted, on the top of the wrecker, an amber emergency-type lighting system that includes strobe or oscillating lights.
5. The wrecker must be equipped with a power winch that operates the hoist and includes sufficient wire cable of a least $\frac{3}{8}$ " in diameter to make a pull of at least 150 feet.
6. Each wrecker must be equipped with a steering wheel clamp or device to lock the steering on the disabled vehicles.
7. Additional flat-bed requirement minimums are:
 - a. 14,500 GUWR or greater
 - b. 8,000 pound winch capacity
 - c. 8,000 pound bed capacity
 - d. 50 feet of $\frac{3}{8}$ " cable

The flatbed unit must have the capability of loading a vehicle with a minimal amount of structural change to the vehicle and have a means of covering said vehicle completely to preserve evidence related to vehicle while transporting.

8. Towing vehicles must be equipped with a broom, shovel, five gallon capacity trash can, five gallon capacity oil dry, cable cutters, snatch block, pry bar and light bar.
9. Bidders shall submit one price. All other incidentals and optional anticipated and unanticipated services shall be figured into the price Bid. This includes, but is not restricted to, use of dollies, use of a winch, unlocking of vehicles, disconnection of drive shafts, and recovering vehicles partially or completely

submerged in water, etc. **NO ADDITIONAL CHARGES to the agreed to Bid price will be allowed when billing for services.**

Any drivetrain or other equipment disconnected to allow towing will be reconnected once said vehicle is parked at an impound facility. If it is necessary for the County Department to call to have a drivetrain or other equipment reconnected, *this will be done by the towing Contractor at no charge to the Department or the person claiming the vehicle.*

10. In some cases, the County will require towing of trucks, campers, etc. Contractor will need to be able to promptly accommodate the towing of these vehicles safely and in compliance with all applicable laws.

Because of the nature of accidents in rural areas, off-road equipment may be needed to access areas such as fields, wooded areas, and creeks. Examples of equipment include Bobcat, tractors or 4X4 recovery unit. Chainsaws, fence/wire cutters, and extra wire rope also need to be available.

If a towing situation requires a second vehicle that is of an off-road recovery unit type, Bidder should include the rate (if any) for the second vehicle (off-road recovery unit) on the BID FORM. This cannot be a second wrecker.

11. As it is reasonably practical, the wrecker must be maintained in good appearance.

DRIVER QUALIFICATIONS

Successful Bidder must have adequate personnel on a continuous 24-hour basis, trained and skilled in the equipment and techniques of proper towing work.

1. Full compliance with all Federal Motor Carrier Regulations including, but not limited to:
 - a. Proper Driver's License Classification
 - b. Driver's Medical Card
 - c. Background Check
 - d. Training/Certification classes completed
2. All drivers must wear company-issued uniforms that clearly state company name.
3. Company shall have available qualified equipment operators to operate any and all of its tow trucks at all times.

Bidder must be in compliance with all **Illinois Commercial Safety Towing Law** (625 ILCS 5/18d-101 et seq.). The Safety Towing Law regulates all damaged or disabled vehicle relocations conducted in Winnebago, Cook, DuPage, Kane and Will counties. The Law applies to all Illinois Safety Relocators, regardless of where their base of operation is located; if a damaged or disabled vehicle, relocation is performed in the five regulated counties.

A criminal background check may be performed on company owners and their employees and it will be the sole decision of the Winnebago County Sherrifs Department to determine the acceptability of the background check.

The Bidder's operations, facility, and equipment may be inspected and approved by County personnel.

If the successful Bidder(s) has conducted business with the County in the past, a review of any inquiries relating to business practices may also be conducted.

The successful Bidder must be able to provide 24-hour wrecking service, seven days a week. Bidder must have direct contact by telephone, and be capable of receiving dispatch calls from the 9-1-1-Dispatch Center. In addition, direct communication must be possible 24 hours per day, seven days a week. No answering service is allowed. The County would prefer that the Bidder have a cellular phone with the driver at all times.

No affiliation with any type of group towing will be allowed. There will be no subcontracting unless approved by WCSO and would be limited to towing only.

The successful Bidder's response time to each request for towing service by the Sherrifs Department is preferably to arrive at the desired location within thirty (30) minutes or less of the request unless otherwise directed. **The Bidder will be required to list response time on the Bid Form.**

COUNTY OWNED VEHICLES

There are approximately seventy (70) incidents per year that require towing or tire changes of County owned vehicles. It is the County's preference to have these vehicles towed or tires changed at no charge. Depending upon the vehicle(s) involved, these types of tows will be taken to the Winnebago County Sherrifs Office at 650 West State Street, Rockford IL 61102, a County owned facility, or to an auto repair shop located within the County, as instructed by County staff.

OPTIONAL SERVICES

At times, there are needs for the following optional services. Include the cost for each optional service in your rates under the Bidder's Bid Criteria Section of the BID FORM.

1. Tire changes
2. Lockouts
3. Jump-starts
4. Gas delivery rate (plus cost of gas)

NON-COUNTY OWNED VEHICLES

All towed vehicles, with the exception of the County-owned vehicles, will be towed to an impound facility located within the County.

UNCLAIMED VEHICLES

Abandoned vehicles located on private property must be picked up immediately after the successful Bidder is contacted by the WCSO. Disposition of unclaimed vehicles shall be made pursuant to 625 ILCS 5/4-201 through 4-214 of the Illinois Vehicle Code and the Contractor shall maintain all appropriate records as specified by these statutes. The Contractor shall provide the WCSO with an inventory and status report of all police related towed vehicles still in the custody of the Contractor at the end of each month on or before the tenth day of the following month.

REMOVAL AND CLEAN UP OF DEBRIS

After any traffic collision for which the Contractor has been requested to respond, in compliance with the Illinois Vehicle Code, 625 ILCS 5/11-1413(c), the Contractor shall remove any glass or other debris except any hazardous substance as defined in Section 3.215 of the Environmental Protection Act, 415 ILCS 5/3.215, hazardous waste as defined in Section 3.220 of the Environmental Protection Act, 415 ILCS 5/3.220, and potentially infectious medical waste as defined in Section 3.360 of the Environmental Protection Act, 415 ILCS 5/3.360, dropped upon the highway and shall cover any oil, antifreeze, grease deposits, etc. as necessary.

STORAGE REQUIREMENTS

In certain accident related investigations, (past averages have been 6 to 12 per year) the towed vehicle must be stored at the towing company's location, in a secure environment. Based on Court Orders, this type of storage situation may require many months of secure storage. The County does have the occasional commercial (could be 18 wheel) vehicle that must be towed and stored for evidence and inspection. Any and all storage fees must be billed to the vehicle owner and/or their insurance provider. The County will not be held responsible for any fees or costs.

Bidders must have the capability for vehicles storage for emergency overflow. Bidders must provide details in regards to their storage location size, security and hours of operation. The successful Bidder must operate

and maintain its storage facility in accordance with all applicable zoning requirements, local, State and Federal laws, Winnebago County Health Department regulations and all County of Winnebago Ordinances.

CONTRACT TERM, RENEWALS, EXTENSIONS & REVISIONS

The initial Contract award will be for a period of three (3) years. The Contract may be subject to one (1) additional one (1) year renewal period provided there is no change in the terms, conditions, specifications, and prices and provided that such renewal is mutually agreed to by both parties, based in part on satisfactory completion of the initial Contract. In no event shall the initial term, plus renewal, exceed four (4) years.

Contract extensions, renewals, or revisions will occur through the issuance by County to Contractor of a revise agreement document setting forth the requested changes. Failure by Contractor to object, in writing, to the proposed revisions, terms, conditions, scope modifications and/or specifications within ten (10) calendar days of issuance by County will signify acceptance of all such changes by Contractor and the revision will be binding upon both parties, effective on the date of issuance.

In the event of unusual events, such as storms or significant public safety emergencies, which may overwhelm a single towing service provider, the County retains the right to include the use of other towing Contractors to supplement the capacity of the winning Bidder.

The successful Bidder will issue a monthly invoice with detailed documentation for all towing services provided during that particular month. In the event of oversized vehicles, such as an RV, any additional charges must be approved prior to invoice, or if possible, prior to services performed.

Once the proposal is awarded, operational procedures will be set-up with the Sherrifs Department.

END OF SECTION 7 – BID SPECIFICATIONS

SECTION 8 - BID PRICING & SCHEDULE

TOWING RATES

Entire County: \$ _____ per tow Maximum Response Time: _____

Section One: \$ _____ per tow Maximum Response Time: _____

Section Two: \$ _____ per tow Maximum Response Time: _____

County Owned Vehicles: \$ _____ per tow

Second Vehicle (off road recovery unit – only (not a second wrecker)) \$ _____ per tow

OPTIONAL SERVICES

1. Tire changes \$ _____

2. Lockouts \$ _____

3. Jump-starts \$ _____

4. Gas delivery \$ _____ (plus cost of gas)

INCLUDE THE FOLLOWING ON SEPARATE PAGES AS PART OF YOUR SUBMITTED BID.

1. LIST OF FLEET INCLUDING, QUANTITY, DESCRIPTION, LEGAL WEIGHT LIMIT
2. STORAGE CAPACITY
3. PLEASE PROVIDE A DESCRIPTION ON HOW YOUR OPERATION IS SET-UP TO RECEIVE CALLS

SIGNATURE _____

PRINT/TYPE NAME _____

CONTACT PERSON _____

COMPANY _____

ADDRESS _____

CITY, STATE, ZIP _____

TELEPHONE _____

EMAIL _____

END OF SECTION 8 - BID PRICING & SCHEDULE

SECTION 9 - BID FORM

Full Name of Bidder			
Contact Person			
Business Address			
City, State, ZIP			
Telephone		FEIN	
Email			

TO: Winnebago County Purchasing Department

The undersigned, being duly sworn, certifies that he is:

- Owner/Sole Proprietor
 Member of Partnership
 Officer of the Corporation
 Member of the Joint Venture

Further, the undersigned, declares that the only person or parties interested in this Bid as principals are those named herein; that this Bid is made without collusion with any other person, firm or corporation; and that he/she has fully examined the proposed forms of agreement and the Bid specifications for the above designated purchase, all of which are on file in the Winnebago County Purchasing Department, 404 Elm St., Room 202, Rockford, Illinois 61101 and all other documents referred to or mentioned in the Bid documents, specifications exhibits, or Addenda.

ACKNOWLEDGEMENT of SOLICITATION ADDENDUM

Contractor acknowledges that it incorporates the following Addenda in its Bid.

Addendum #	Date	Addendum #	Date	Addendum #	Date

BIDDER'S SIGNATURE

By signing and submitting these Bid documents, the undersigned certifies that they are legally authorized to represent and bind Bidder to legal agreements, that all information submitted is accurate and complete, that Contractor has reviewed the Purchasing Department's website [Purchasing Department \(wincoil.gov\)](http://wincoil.gov) for addenda and has incorporated all such addenda to its Bid, that Bidder is qualified and willing to provide the items requested, and that Bidder will comply with all requirements of the Bid solicitation.

The Fee/Rate/Price includes all costs incidental to the provision of the items in compliance with the above documents; no additional payment will be made. Conditional offers that modify the Bid solicitation requirements may be deemed not 'responsive' and the County may not evaluate them.

Bidder's submission of a signed **Bid Form** shall constitute a firm offer and upon the issuance of an Agreement issued by the County Director of Purchasing or authorized designee will form a binding agreement that will require Bidder to provide the services described in this Bid solicitation.

Further, the Contractor undersigned on behalf of the Bidder proposes and agrees, if this Bid is accepted, to provide all necessary machinery, tools, apparatus and other means of construction, including transportation services necessary to furnish all the materials and equipment specified or referred to in the solicitation in the manner and time therein prescribed.

Further, the undersigned certifies and warrants that he/she is duly authorized to execute this certification/affidavit on behalf of the Bid and in accordance with any applicable partnership agreement or corporate by-laws, and the laws of the State of Illinois and that this Certification is binding upon the Bidder and is true and accurate. Further, the undersigned certifies that the Bidder is not barred from bidding on this contract because of a violation of either 720 Illinois Compiled Statutes 5/33 E-3 or 5/33E-4, bid rigging or bid rotating. The undersigned declares that he/she has examined and carefully prepared this Bid and has checked the same in detail before submitting this Bid, and that the statements contained herein are true and correct.

Further, the undersigned on behalf of the Contractor certifies that the Bidder has provided equipment; supplies or services comparable to the items specified in this Bid to the parties listed in the Reference Section and authorizes the County to verify references of business and credit at its option. Finally, the undersigned on behalf of the Bidder, if awarded the contract, agrees to do all other things required by the Contract documents, and that Bidder will take in full payment therefore the sums set forth in the bidding schedule.

Moreover, the Bidder agrees to hold this offer open for a period of one hundred and twenty (120) days from the deadline for receipt of Bids.

A 10% Bid Bond or Cashier's check made payable to the County of Winnebago MUST accompany your sealed bid or it will be rejected. Money Orders or Company checks will not be accepted. The unsuccessful bidder's checks will be returned after the County Board has awarded the Bid. The Bid Bond or cashier's check of the successful bidder will be returned after being replaced with their Performance Bond.

Bidder understands and agrees to be bound by the conditions contained in this Bid and shall conform to all the requirements outlined herein.

Signature of Bidder authorizes the County of Winnebago to verify business references.

SIGNATURE _____

NAME AND TITLE OF SIGNER _____

BUSINESS NAME _____

DATED THIS _____ **DAY OF** _____ **2023**

END OF SECTION 9 - BID FORM

SECTION 10 - BUSINESS REFERENCES FORM

The Bidder must list references for the last three (3) completed projects, listing company, name, address, contact person, telephone number and the date of completion.

If Bidder is a new business, provide references that will enable the County to determine if Bidder is responsible.

NAME	
CONTACT PERSON	
ADDRESS	
CITY, STATE, ZIP	
TELEPHONE	
EMAIL	

NAME	
CONTACT PERSON	
ADDRESS	
CITY, STATE, ZIP	
TELEPHONE	
EMAIL	

NAME	
CONTACT PERSON	
ADDRESS	
CITY, STATE, ZIP	
TELEPHONE	
EMAIL	

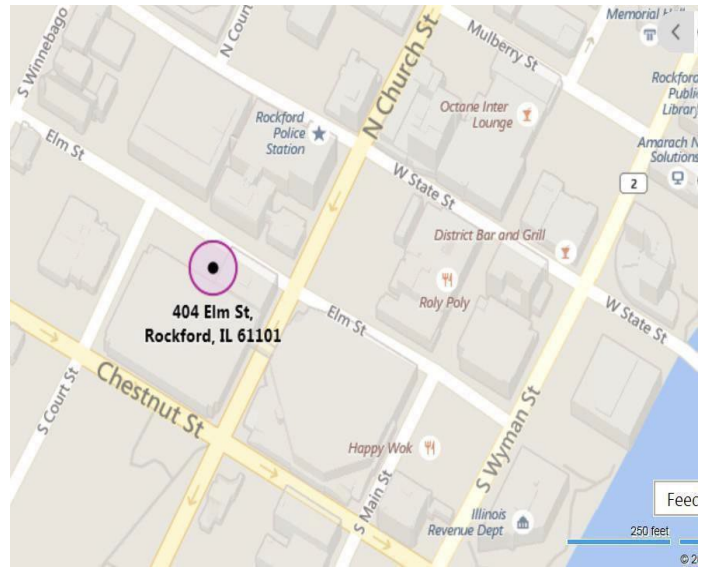
END OF SECTION 10 - BUSINESS REFERENCE FORM

SECTION 12 - BID RETURN LABEL

The County of Winnebago will receive sealed Bids at:

**WINNEBAGO COUNTY
PURCHASING DEPARTMENT
404 ELM STREET, RM 202
ROCKFORD, IL 61101**

All Bids must be enclosed in sealed envelopes marked as follows:



“COUNTY TOWING SERVICE – 23B-2304”

BID SUBMITTALS SHOULD BE LABELED ACCORDINGLY – PLEASE USE THE FOLLOWING LABEL



BID # 23B-2304	WINNEBAGO COUNTY PURCHASING DEPARTMENT 404 ELM STREET RM 202 ROCKFORD, IL 61101
BID NAME: COUNTY TOWING SERVICE	
BID DUE DATE/TIME: September 11, 2023 at 3:00 P.M.	

END OF SECTION 12 – BID RETURN LABEL



WINNEBAGO COUNTY

ILLINOIS

VENDOR REGISTRATION FORM

Vendor (or Individual) Legal Name: _____

DBA/Alternative Vendor Name: _____

ADDRESS(ES)		
	Physical	Remittance, if different from physical
Street 1		
Street 2		
City		
State		
ZIP		
CONTACT(S)		
	Sales Representative	Accounts Receivable
Name		
Phone		
Email		
Web Address		
GENERAL INFORMATION		
Scope of work to be performed or provided: <input type="checkbox"/> Services and/or <input type="checkbox"/> Goods <input type="checkbox"/> Other _____		If Services: <input type="checkbox"/> Legal <input type="checkbox"/> Medical <input type="checkbox"/> Rent/Landlord <input type="checkbox"/> Other _____ Do you have a current contract <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
Winnebago County Employee: <input type="checkbox"/> Yes or <input type="checkbox"/> No If yes: <input type="checkbox"/> Current or <input type="checkbox"/> Former Dept. _____		
COUNTY Department/Person requesting your service or goods: _____		
CLASSIFICATION(S)		
If applicable, check those boxes that apply: <i>(All Certifications must be included with this completed form)</i>		
<input type="checkbox"/> Minority-Owned Business:	<input type="checkbox"/> Certified	<input type="checkbox"/> Self-Certified
<input type="checkbox"/> Woman-Owned Business:	<input type="checkbox"/> Certified	<input type="checkbox"/> Self-Certified
<input type="checkbox"/> Veteran-Owned Business:	<input type="checkbox"/> Certified	<input type="checkbox"/> Self-Certified
SIGNATURE		
<i>You affirm the above information is true and correct. Electronic signatures will not be accepted.</i>		
Authorized Signature: _____		Date Signed: _____
OFFICE USE ONLY		
Approved by: _____		Assigned Vendor Number: _____
Verification Completed: <input type="checkbox"/> Sam.gov <input type="checkbox"/> OFAC <input type="checkbox"/> IRS TIN Match <input type="checkbox"/> W-9 Uploaded		Date Entered: _____



WINNEBAGO COUNTY

ILLINOIS

SUSPENSION/DEBARMENT CERTIFICATION FORM

Non-Federal entities are prohibited from contracting with or making sub-awards under covered transactions to parties that are suspended or debarred or whose principals are suspended or debarred. Covered transactions include procurement for goods or services equal to or in excess of \$25,000.00. Contractors receiving individual awards for \$25,000.00 or more and all sub-recipients must certify that the organization and its principals are not suspended or debarred.

By submitting response to this solicitation and signing this form, the Bidder/Proposer certifies to the best of its knowledge and belief, that the company and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal, State or local governmental entity, department or agency;
2. Have not within a three-year period preceding this solicitation been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction, or convicted of or had a civil judgment against them for a violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and
4. Have not within a three-year period preceding the signing of this certificate had one or more public transactions (Federal, State or local) terminated for cause or default.

If the Bidder/Proposer is unable to certify to any of the statements in this certification, Bidder/Proposer shall attach an explanation to this certification.

I. Vendor Name: _____

Address: _____

City: _____ ZIP: _____

Telephone: _____ Email Address: _____

Authorized Signature: _____

(Print) Name: _____ Title of Official: _____

Signature Date: _____

Purchasing Department | 404 Elm St, Rm 202, Rockford, IL 61101 | www.wincoil.gov

Phone: (815) 319- 4380 | Email: purchasing@purchasing.wincoil.gov



Resolution Executive Summary

Prepared By: Rick Ciganek
Committee: Public Safety and Judiciary Committee
Committee Date: September 28, 2023
Board Meeting Date: September 28, 2023
Resolution Title: Resolution Authorizing the Chairman of the County Board to Execute an Agreement with the City of Loves Park for Dispatch Services

Budget Information:

Was item budgeted? N/A	Appropriation Amount: N/A
If not, explain funding source:	
ORG/OBJ/Project Code: N/A	Descriptor: County 911 Center for Professional Services

Background Information: The Sheriff’s Office and the Loves Park Fire Department are entering into an agreement in which the County 911 center would provide Fire Dispatch Services for the Loves Park Fire Department. Transitioning to the state-of-the-art County 911 center, will mark a significant step towards enhancing emergency response times, prioritizing firefighter safety, and improving public safety in our community.

Recommendation: Approve the agreement. The Loves Park Fire Department will pay the county \$15 dollars per fire dispatch generating approx. \$63,000 per year in revenue.

Contract/Agreement: Attached

Legal Review: The State’s Attorney’s Office has reviewed and approved the contract.

Follow-Up: n/a

SPONSORED BY: BRAD LINDMARK

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

SUBMITTED BY: PUBLIC SAFETY AND JUDICIARY COMMITTEE

2023CR_____

RESOLUTION AUTHORIZING THE CHAIRMAN OF THE
COUNTY BOARD TO EXECUTE AN AGREEMENT WITH
THE CITY OF LOVES PARK FOR DISPATCH SERVICES

WHEREAS, Section VII, Section 10 of the Constitution of the State of Illinois and the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*, authorize units of local government to cooperate in the provision of services; and

WHEREAS, the County of Winnebago (“County”) operates the Winnebago County 911 Communications Center, a Public Safety Answering Point (PSAP), for call taking and dispatching of 9-1-1 calls; and

WHEREAS, the City of Loves Park (“City”) provides emergency fire and medical services; and

WHEREAS, the City and County have determined it would be in their best interests for the City to utilize the County PSAP for the dispatch of emergency calls for fire and EMS services within the City, pursuant to the terms of the Intergovernmental Agreement attached hereto as Exhibit A; and

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

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

BE IT FURTHER RESOLVED that the Clerk of the County Board is hereby directed to prepare and deliver copies of this resolution to the Winnebago County Auditor, Winnebago County Finance Director, and Winnebago County Sheriff.

Respectfully submitted,

**PUBLIC SAFETY AND JUDICIARY
COMMITTEE**

AGREE

DISAGREE

BRAD LINDMARK, CHAIRMAN

BRAD LINDMARK, CHAIRMAN

AARON BOOKER

AARON BOOKER

JEAN CROSBY

JEAN CROSBY

ANGIE GORAL

ANGIE GORAL

KEVIN MCCARTHY

KEVIN MCCARTHY

TIM NABORS

TIM NABORS

CHRIS SCROL

CHRIS SCROL

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

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

Attested by:

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

**INTERGOVERNMENTAL AGREEMENT REGARDING
EMERGENCY COMMUNICATIONS FOR FIRE AND EMS CALL DISPATCHING**

THIS INTERGOVERNMENTAL AGREEMENT (“Agreement”) is made this ____ day of _____, 2023 (“Effective Date”), by and between the County of Winnebago, Illinois, an Illinois Body Politic on behalf of the Winnebago County Sheriff’s Office (“County”) and City of Loves Park, Illinois, an Illinois Municipal Corporation on behalf of the Loves Park Fire Department, a department thereof (“Loves Park”). The County and Loves Park are also collectively referred to as the “Parties” or individually as a “Party.”

WITNESSTH

WHEREAS, Article VII, Section 10 of the Constitution of the State of Illinois of 1970 authorizes units of local government to contract and associate among themselves to obtain or share services and to exercise, combine, or transfer any power or function, in any manner not prohibited by law or ordinance; and

WHEREAS, the Intergovernmental Cooperation Act, 5 ILCS 220/1, *et seq.*, as amended, provides that any power or powers, privileges, functions, or authority exercised or which may be exercised by a public agency of this State may be exercised, combined, transferred, and enjoyed jointly with any other public agency of this State; and

WHEREAS, the County and Loves Park are public agencies as defined in the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*; and

WHEREAS, the County operates the Winnebago County 911 Communications Center, a Public Safety Answering Point (PSAP), for call taking and dispatching of 9-1-1 calls; and

WHEREAS, Loves Park provides emergency fire and medical services; and

WHEREAS, it has been determined by the corporate authorities of Loves Park and the County that it would be in the best interest of public safety to utilize the service of the PSAP for the dispatch of emergency calls for fire and EMS services within the City of Loves Park on the terms and conditions contained herein.

NOW, THEREFORE, in consideration of the above recitals which are hereby incorporated into this Agreement, and the mutual covenants, terms and provisions contained herein, or attached hereto and incorporated herein by reference, as well as other good and valuable consideration, the receipt and sufficiency of which is acknowledged by both Parties, the Parties agree to the following:

1. Agreement to Provide Services
 - a. Dispatching. To the extent PSAP, as the designated primary Public Safety Answering Point for Winnebago County, receives 9-1-1 telephone calls for areas serviced by the Loves Park Fire Department, PSAP shall answer those calls and

provide dispatch services twenty-four (24) hours a day each day of the year. Such services shall include, but not be limited to those set forth on Exhibit A attached hereto and incorporated herein. All such telephone calls shall be recorded on a written and/or a computer log, and PSAP shall promptly transmit the information received in the call to Loves Park on the frequency designated on Exhibit B herein.

- b. Communications Coordination. The PSAP shall act as a communication center for the purpose of monitoring and logging all radio communications generated by Loves Park's response to dispatches initiated by the PSAP.
- c. Dispatch Documentation. Each dispatch call shall be numbered for ease of reference.

2. Ownership and Responsibility for Equipment

- a. Receivers and Repeating Site Equipment. County shall be responsible for providing, through the use of funds available through the Emergency Telephone System Board, all necessary pagers, radios, cabling, repeaters, transmitters, Computer-Aided-Dispatch (CAD) software, 911 printers, receivers, phone lines, PSAP dispatching radio configuration cost and any installation cost at the County and/or Loves Park as necessary to complete the dispatching process.
- b. Personnel. The County shall provide at its own expense the staff necessary to fulfill its dispatch obligations pursuant to Illinois Statute, the Illinois Administrative Code, all as amended from time-to-time, and under this Agreement.

3. Radio Frequency. Radio frequencies are designated on Exhibit B. If any of the Radio Frequencies are not currently licensed by the County, Loves Park hereby represents and warrants to the County that it holds all necessary licenses, permits, and approvals to use those frequencies in a manner in which it be used pursuant to this Agreement. Loves Park hereby grants permission to the County to transmit on the frequencies listed on Exhibit B by either base unit, portable unit, or both, for the purpose of communicating with Loves Park for purposes of this Agreement and shall provide the County with a letter on Loves Park letterhead to that effect. Copies of all FCC licenses will be forwarded to the County.

4. Responsibilities. Licenses and Permits. Each Party shall perform all services required by this Agreement in accordance with all applicable statutes, regulations, ordinances, and professional standards and shall, at its own expense, obtain and maintain any licenses, permits, or other approvals necessary for it to provide the services contemplated by this Agreement.

5. Compliance with Loves Park Policies and Procedures. County shall comply with all Loves Park's written policies and procedures relating to the services provided herein. Loves Park shall provide to County its Policy and Procedures/response criteria (SOG manual).

6. Events beyond the Control of County. The County shall not be responsible for providing services pursuant to this Agreement and shall not be liable for its failure to provide such services when prevented from doing so by events or actions beyond its control, including, but not limited to, weather, fire, floods, labor unrest, failure of equipment which is not within its control (including telephone lines), and actions by individuals who are not County employees or agents. If and when the County becomes aware of any such possibility or event which prevents it from providing services, it shall undertake all reasonable efforts immediately to notify Loves Park of the facts and to remedy the problem and/or circumstances which prevent delivery of dispatch services, including but not limited to the transfer of 9-1-1 functions to a back-up Public Safety Answering Point.

7. Rates and Billing

a. Loves Park will pay to County the sum of \$15.00 per dispatched call. Nothing in this Agreement is to be construed as Loves Park acknowledging any obligation to pay any fee for dispatch outside of the undertaking set forth herein. Notwithstanding anything to the contrary in this Agreement, the payment obligation set forth herein shall not be deemed as an acknowledgment or assumption by the City of any obligation or responsibility of it to provide or contribute to the costs associated with dispatching of emergency calls for fire and EMS services within the City nor is this Agreement an acknowledgment or assumption by the County of its obligation or responsibility to perform dispatching of emergency calls for fire and EMS services within the City without such contribution.

b. The County shall send bills monthly to Loves Park at the following address:

Loves Park Fire Department
400 Grand Avenue
Loves Park, IL 61111
Attn: Chief of Department

c. Loves Park shall pay the County all amounts due pursuant to the Illinois Local Government Prompt Payment Act, 50 ILCS 505/1 *et seq.* All payments shall be made to:

County of Winnebago
404 Elm Street
Rockford, IL 61101

Attn: Finance Department

8. Term and Termination.

- a. Term. The term of this Agreement shall be for one (1) year. This Agreement shall automatically renew for successive one (1) year terms unless either party notifies the other at least thirty (30) days prior to the end of the initial term or any renewal term of its intent not to renew.
- b. Termination. This Agreement may be terminated as follows:
 - i. Either party may terminate this Agreement without cause upon one hundred twenty (120) days' prior written notice to the other party;
 - ii. Upon the breach of any provision of this Agreement provided that the breaching party shall have ten (10) calendar days after delivery of written notice of the breach from the non-breaching party to cure the breach;
 - iii. Immediately upon loss of any license, permit, or other approval required for the services which are the subject of this Agreement. The parties shall have a duty to notify each other immediately upon such loss although termination hereunder shall not be dependent upon delivery of such notice; or
 - iv. Upon either party's substantial failure to comply with all statutes, regulations, ordinances, and professional standards in its performance of services required pursuant to this Agreement, where either party fails to cure such failure within ten (10) calendar days after receiving written notice of the failure from the other party.

9. Compliance with Law. The parties hereto shall comply with all applicable state and federal laws, rules, and regulations.

10. Miscellaneous.

- a. Amendment. The terms and provisions of this Agreement may only be modified or amended by mutual consent of the parties to this Agreement via a written document executed by duly authorized representatives of the County and Loves Park.
- b. Governing Law. The Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Illinois.
- c. Notices. Notices permitted or required under the Agreement shall be mailed by certified mail postage prepaid, and addressed as follows.

If to County: Winnebago County Sheriff's Office
650 W. State Street
Rockford, IL 61102
Attn: Sheriff

Copy to: Winnebago County State's Attorney's Office
400 W. State Street, Suite 804
Rockford, IL 61101
Attn: Chief of Civil Bureau

If to Loves Park: Loves Park Fire Department
400 Grand Avenue
Loves Park, IL 61111
Attn: Chief of Department

Copy to: Allen Galluzzo Hevrin Leake, LLC
839 N. Perryville Road, Suite 200
Rockford, IL 61107
Attn: Attorney Gino Galluzzo

- d. Headings. The headings used in this Agreement are for convenience only and shall not affect the interpretation of the Agreement.
- e. Parties Bound. This Agreement is binding on and shall inure to the benefit of the parties hereto.
- f. Severability. If any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respects, such invalidity, illegality, or unenforceability shall not invalidate any other provisions thereof and this Agreement shall be construed as if such portion had never been contained herein.
- g. Counterparts. This Agreement may be executed in several counterparts, including electronic and facsimile form, each of which so executed shall constitute one and the same instrument.
- h. No terms or provisions hereof shall be deemed waived, and no breach excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether express or implied, shall not constitute consent to, waiver of, or excuse for any other different or subsequent breach.

- i. The Parties each warrant to the others that they have the authority to enter into this Agreement and that the person or persons executing this Agreement on their behalf has been duly authorized to act as the representative or officer of each respective party in affixing their signatures to the Agreement. The Parties hereto agree to sign such documents, enact such ordinances or resolutions, or perform such further obligations as may be necessary to effectuate the purposes of this Agreement.
- j. Assignment. This Agreement may not be assigned by either party without prior written consent of the other.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed and do each hereby warrant and represent that their respective signatory whose signature appears below has been and is on the date of this Agreement duly authorized by all necessary and appropriate corporate action to execute this Agreement.

COUNTY OF WINNEBAGO, ILLINOIS
 a Illinois body politic and corporate

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

Date: _____

ATTEST:

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

Date: _____

CITY OF LOVES PARK, an Illinois municipal
 corporation

 Gregory R. Jury
 Mayor

Date: _____

ATTEST:

 Robert J. Burden
 City Clerk

Date: _____

EXHIBIT A

LIST OF SERVICES AND EQUIPMENT TO BE PROVIDED BY COUNTY

- A. Tracking and Documentation of current calls on current CAD System.
- B. Recording Equipment.
- C. Emergency Fire/Medical Dispatching.
- D. Standard monthly report forwarded to Loves Park Fire Chief each month. Report will include calls, call numbers, units that responded, location of call, caller, type of call, call completion, and where ambulance took patient if transport occurred.
- E. Installation/maintenance of appropriate telephone lines/internet/cabling needed for primary and backup emergency dispatching.
- F. Cost of Avtec Radio Communication equipment, installation, and radio/computer and CAD programming by the provider selected by the County.
- G. Education in-services on policy and procedures and response criteria.
- H. Any additional radios, transmitters, receivers, power supplies needed, if additional equipment is installed at the County.

EXHIBIT B

RADIO FREQUENCY FOR DISPATCHERS PROVIDED BY LOVES PARK

1. _____
2. _____
3. _____
4. _____

Both parties understand and agree that the frequencies may change from the initial agreement term due to radio upgrades.

UNFINISHED BUSINESS

Appointments

FINANCE COMMITTEE



Resolution Executive Summary

Prepared By: Finance Department
Committee: Finance Committee
Committee Date: August 31, 2023
Resolution Title: Annual Appropriation Ordinance
County Code: Winnebago County Code Sec 2 -38 Accounting and Financial Reporting Policies

Board Meeting Date: September 7, 2023

Budget Information:

Was item budgeted? This is the Fiscal Year 2024 Budget
If not, explain funding source: N/A
ORG/OBJ/Project Code: N/A Budget Impact: N/A

Background Information:

Annually the county is required to pass a budget. Said budget must comply with Governmental Accounting Standards Board (GASB) pronouncements. The Proposed Fiscal Year 2024 Winnebago County Budget provides the financial detail to the Annual Appropriation Ordinance. Please note, the Annual Appropriation Ordinance and the Proposed Fiscal Year 2024 Budget are and should be considered parts of the same document. This executive summary, the Annual Appropriations Ordinance along with its supporting Fiscal Year 2024 Budget is or will be available no later than 9-14-2023 in electronic format and hard copy by contacting the Winnebago County Clerk. Also, from 9-14-2023 until 9-28-2023 this document will be on public display in the Winnebago County Clerk’s Office.

Recommendation:

This is the recommended budget based on communication with county board members and members of the Finance Committee.

Contract/Agreement:

N/A

2023 CO

ANNUAL APPROPRIATION ORDINANCE

WHEREAS, the herein contained annual budget has been prepared in accordance with “An Act in Relation to the Budgets of Counties Not Required by Law to Pass an Annual Appropriation Bill”, as amended; and,

WHEREAS, The Finance Committee of the County Board of the County of Winnebago, State of Illinois, has received the herein contained estimated revenues, expenditure budgets and appropriations for the various departments and funds for the fiscal year beginning October 1, 2023 and ending September 30, 2024; and,

WHEREAS, said schedule of appropriations which specified the several objects and purposes of each item of expense is to be known as the Annual Appropriation Ordinance. Also, said Annual Appropriation Ordinance applies to the various Federal and State Grants that are approved by the County Board or County Health Board and appropriate funding agency.

NOW, THEREFORE, BE IT ORDAINED, by the County Board of the County of Winnebago, Illinois, that the amounts and purposes herein specified, or so much thereof as may be authorized by law, as may be needed, be and the same are hereby appropriated from the following funds: General Fund, Public Safety Sales Tax Fund, Public Health/Grants Fund, Detention Home Fund, County Highway Fund, County Bridge & Improvement Fund, Federal Aid Matching Fund, Motor Fuel Tax Fund, Rebuild Illinois Fund, Historical Museum Fund, Animal Services Fund, Animal Services Donation Fund, Veteran’s Assistance Fund, Employer Social Security Fund, Illinois Municipal Retirement Funds, Tort Judgment and Liability Insurance Fund, Health Insurance Fund, River Bluff Nursing Home Fund, Internal Services Fund, Law Library Fund, Recorder’s Document Fee Fund, Court Security Fee Fund, Document Storage Fund, Probation Service Fee Fund, Court Automation Fund, Children’s Waiting Room Fund, Specialty Courts Fund, State’s Attorney Grants Fund, Circuit Court Grants Fund, Child Support & Collection Fee Fund, Marriage and Civil Union Fund, Treasurer Delinquent Tax Fund, WinGIS (County Share) Fund; 9-1-1 Operations Fund (ETSB), Children’s Advocacy Project Fund, CASA Fund, Vital Records Fee Fund, Victim Impact Panel Fee Fund, Host Fee Fund, Recorder’s Rental Housing Fee Fund, Drug Enforcement Fund (Sheriff), Neutral Site Custody Exchange Fee Fund, 555 North Court Street Operations Fund, Coroner’s Office Fee Fund, Deferred Prosecution Program Fund, 2012C Refunding Bond Fund, 2013C Debt Certificates Fund, 2013E Debt Certificates Fund, 2015A Debt Certificates Bond Fund, 2016E Refunding Bond Fund, 2017C Refunding Bond Fund, 2018 Pension Obligation Bonds Fund, 2020A GO Bond Fund, 2021A Refunding Bonds Fund, 2021B Refunding Bonds Fund, 2022 Series Go Refunding Bonds, 2015A Project Fund, Mortgage Foreclosure Mediation Fund, Baxter Road Special Tax Allocation Fund, Water System–Baxter Road Fund, Community Development Loan Fund, Hotel/Motel Tax Fund, Federal Forfeiture Fund (State’s Attorney), State Drug Forfeiture Fund (State’s Attorney), Check Offender Program Fund (State’s Attorney), State’s Attorney Automation Fund, County Automation Fund, Sheriff Electronic Citation Fund, Sheriff’s Commissary Fund, CJC Fitness Fund, Jail Medical Cost Fund, Mental Health Tax Fund, Circuit Clerk Electronic Citation Fund, Circuit Clerk Operations and Administration Fund, Sheriff’s Department Grant Fund, Probation Grants Fund, City Election Fund, Capital Projects Fund, ERAP II Fund,

American Rescue Plan Act Fund, Chairman's Office of Criminal Justice Initiatives Grants Fund, Regional Police Training Center Fund, 2024 Court-Case Management Project Fund, for the fiscal year beginning October 1, 2023 and ending September 30, 2024; and,

BE IT FURTHER ORDAINED, that the object classifications to be used to identify the objects of expenditures within the various appropriations shall be known as personnel; supplies and services, capital outlays; debt service; transfers;

BE IT FURTHER ORDAINED, that the clerk of the County Board of the County of Winnebago, Illinois shall deliver a certified copy of this Ordinance to the County Clerk.

Respectfully Submitted,
FINANCE COMMITTEE

(AGREE)

(DISAGREE)

JOHN BUTITTA, CHAIR

JOHN BUTITTA, CHAIR

JAIME SALGADO, VICE CHAIR

JAIME SALGADO, VICE CHAIR

JEAN CROSBY

JEAN CROSBY

JOE HOFFMAN

JOE HOFFMAN

KEITH McDONALD

KEITH McDONALD

JOHN F. SWEENEY

JOHN F. SWEENEY

MICHAEL THOMPSON

MICHAEL THOMPSON

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

ATTESTED BY:

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

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

**OPERATIONS &
ADMINISTRATIVE
COMMITTEE**

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

2023 CO _____

SUBMITTED BY: OPERATIONS AND ADMINISTRATIVE COMMITTEE

SPONSORED BY: PAUL ARENA

ORDINANCE AMENDING SECTION 2-49 (DUTIES OF THE COUNTY BOARD
CHAIRMAN) OF THE WINNEBAGO COUNTY CODE OF ORDINANCES

WHEREAS, the County Board of the County of Winnebago, Illinois, desires to amend the ordinance related to the duties of the County Board Chairman to clarify the direct report of county employees who perform duties that fall under the purview of the County Board Chairman; and

WHEREAS, the Operations and Administrative Committee is recommending a provision that will specify that any county employee performing duties that fall under the purview of the County Board Chairman shall report directly to him.

NOW, THEREFORE, BE IT ORDAINED, by the County Board of the County of Winnebago, Illinois, that Section 2-49 of the Winnebago County Code of Ordinances are hereby amended to read as follows:

Sec. 2-49. - Duties.

The county board chairman shall oversee development of long-range planning goals and objectives for the county. The county board chairman shall ensure conformance to the duties and responsibilities set forth in the "Counties Code" (55 ILCS 5/1-1001 et seq., 1992, as amended), he shall be responsible for the following:

(a) *Administrative responsibilities.*

(1) Appoint, with the advice and consent of the county board, those positions as required by the laws of the state.

(2) Represent the county on all economic development opportunities. Monitor and report to the economic development committee chairman and the county board caucus leaders all economic development activities and proposed agreements or IGA's (Inter-Governmental Agreements) including any requested incentives at the time they are requested within seven business days of being first contacted by any outside entity or municipality wishing to do business with the county.

(3) Shall represent the county at all organizations of which the county is a member; or with the assistance of the county administrator, or a designee assigned with the advice and consent of the county board.

(4) Serve as the primary liaison between county elected officials and county board.

(5) Monitor the development of annual host fee allocations to be approved by the county board.

(6) Develop and promote the county's legislative agenda with the approval of the county board.

(7) Assist in developing and monitoring the county's strategic plan with the advice and consent of the county board.

(8) Lead communication of County initiatives and accomplishments as approved by the county board.

(9) Attend staff meetings convened for the purpose to discuss issues that may require legislative action by the county board and report a summary of the discussion to the appropriate committee chair.

(10) Assist the committee chairs in establishing committee agendas.

(11) Establish the agenda for county board meetings, except each agenda shall include a report from all standing committees and the items within the committee reports shall be established by the committee chairs.

(b) Reporting and communications.

(1) Report monthly to the county board on the affairs of the county.

(2) When advisable, in order to promote county services and operations which are in the public interest, recommend to the county board the adoption of ordinances and resolutions.

(3) Any county employee, who performs duties that fall under the purview of the county board chairman and as outlined in section (a) above, shall report directly to the county board chairman, unless otherwise directed. This shall include but not be limited to the County's Communications Director and the Director of Chairman's Office of Criminal Justice Initiatives.

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

BE IT FURTHER ORDAINED, that the Clerk of the County Board shall provide a certified copy of this Ordinance upon its adoption to the County Board Chairman, County Administrator and the Chairs of the Republican and Democratic caucuses.

Respectfully submitted,

OPERATIONS AND ADMINISTRATIVE COMMITTEE

AGREE

DISAGREE

Keith McDonald, Chairman

Keith McDonald, Chairman

John Butitta

John Butitta

Michael Thompson

Michael Thompson

Paul Arena

Paul Arena

Joe Hoffman

Joe Hoffman

Valerie Hanserd

Valerie Hanserd

Jaime Salgado

Jaime Salgado

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

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

Attested by:

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

NEW BUSINESS

ANNOUNCEMENTS & COMMUNICATIONS



WINNEBAGO COUNTY

— ILLINOIS —

Announcements & Communications

Date: September 28, 2023

Item: Correspondence to the Board

Prepared by: County Clerk Lori Gummow

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

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

Background: The items listed below were received as correspondence.

1. County Clerk Gummow received from the United States Nuclear Regulatory Commission the following:
 - a. Braidwood Station, Units 1 and 2, Byron Station, Unit Nos. 1 and 2, Calvert Cliffs Nuclear Power Plant, Units 1 and 2, and R.E. Ginna Nuclear Power Plant-Withdrawal of Proposed Alternatives to American Society of Mechanical Engineers Requirements (EPIDS L-2022-LRR-0074, 0076, 0079, 0091, 0092, 0093 and 0094)
 - b. Byron Station, Unit No 2 – Amendment No. 233 Correction
2. County Clerk Gummow received from the Illinois Department of Transportation the following:
 - a. A letter informing the Construction Engineering Services Agreement (BLR 05530) between Winnebago County and Willett, Hofmann & Associates, Inc. for Section 21-09119-00-BR has been approved by the Department.
 - b. A letter informing the MFT Engineering Services Agreement (BLR 05530) between Winnebago County and Willett, Hofmann & Associates, Inc. for Section 18-00655-00-BR has been approved by the Department.



WINNEBAGO COUNTY

— ILLINOIS —

3. County Clerk Gummow received from Theresa Grennan, Chief Deputy Winnebago County Treasurer the following:
 - a. Collateralization Report – August 31, 2023
 - b. Investment Report - as of August 31, 2023
 - c. Winnebago County Treasurer Bank Balances –August, 2023

Adjournment