



WINNEBAGO COUNTY

— ILLINOIS —

AGENDA

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

Thursday, October 27, 2022
6:00 p.m.

1. **Call to Order** Chairman Joseph Chiarelli
2. **Invocation and Pledge of Allegiance** Board Member Aaron Booker
3. **Agenda Announcements** Chairman Joseph Chiarelli
4. **Roll Call** Clerk Lori Gummow
5. **Awards, Presentations, Public Hearings and Public Participation**
 - A. Awards – None
 - B. Presentations – None
 - C. Public Hearings – None
 - D. Public Participation – Rev. Earl Dotson, Sr., Economic Development for West side Rockford, benefitting the commonwealth, Pro
6. **Approval of Minutes** Chairman Joseph Chiarelli
 - A. Approval of September 29, 2022 minutes
 - B. Layover of October 13, 2022 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. Supervisor of Assessments, Annual Compensation: \$93,636.14
 1. Thomas Hodges (Reappointment), Rockton, Illinois, November 8, 2022 to November 8, 2026
 - B. Rockford Hebrew Cemetery Association, Annual Compensation: None
 1. Theodore Liebovich (Reappointment), Rockford, Illinois, October 2022 to October 2028
 2. Jay Kamin (Reappointment), Rockford, Illinois, October 2022 to October 2028

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

A. Finance Committee Jaime Salgado, Committee Chairman

1. Committee Report
2. Resolution to Fund American Legion Property Repairs with ARPA Phase IV Funds
3. Resolution to Fund Children’s Advocacy Center with ARPA Phase IV Funds
4. Resolution to Fund Habitat for Humanity Housing Plan with ARPA Phase IV Funds
5. Resolution to Fund Northern Illinois Food Bank with ARPA Phase IV Funds
6. Resolution Authorizing Settlement of a Claim Against the County of Winnebago Entitled Jonathan Stoltz Versus Winnebago County
7. Resolution Authorizing the Settlement of a Claim Against the County of Winnebago Entitled Elizabeth Cook Versus Winnebago County
8. Ordinance to Amend Budget for Crisis Co-Responder Team Program to be Laid Over
9. Ordinance to Amend Budget for Summit Academy SRO to be Laid Over
10. Ordinance to Amend Budget for Upgrades for EOC and an ESDA Director Vehicle to be Laid Over
11. Resolution Awarding ARP Funded Administration Building Carpet Replacement
12. Ordinance to Authorize a Levy of Property Taxes in Fiscal Year 2023 for the General Fund to be Laid Over
13. Ordinance to Authorize a Levy of Property Taxes in Fiscal Year 2023 for the IMRF Fund to be Laid Over
14. Ordinance to Authorize a Levy of Property Taxes in Fiscal Year 2023 for the County Highway Fund to be Laid Over
15. Ordinance to Authorize a Levy of Property Taxes in Fiscal Year 2023 for the County Bridge Fund to be Laid Over
16. Ordinance to Authorize a Levy of Property Taxes in Fiscal Year 2023 for the Federal Aid Matching Fund to be Laid Over
17. Ordinance to Authorize a Levy of Property Taxes in Fiscal Year 2023 for the Health Department Fund to be Laid Over
18. Ordinance to Authorize a Levy of Property Taxes in Fiscal Year 2023 for the Tort Judgment and Liability Fund to be Laid Over
19. Ordinance to Authorize a Levy of Property Taxes in Fiscal Year 2023 for the Social Security Fund to be Laid Over
20. Ordinance to Authorize a Levy of Property Taxes in Fiscal Year 2023 for the Veterans Assistance Fund to be Laid Over
21. Ordinance to Authorize a Levy of Property Taxes in Fiscal Year 2023 for the Detention Home Fund to be Laid Over
22. Ordinance to Authorize a Levy of Property Taxes in Fiscal Year 2023 for the Historical Museum Fund to be Laid Over
23. Ordinance to Authorize a Levy of Property Taxes in Fiscal Year 2023 for the Nursing Home Operations Fund to be Laid Over
24. Ordinance to Authorize a Levy of Property Taxes in Fiscal Year 2023 for the Children’s Advocacy Fund to be Laid Over

B. Zoning CommitteeJim Webster, Committee Chairman
Planning and/or Zoning Requests:

1. Z-04-22 A map amendment to rezone 5.46 +-acres from the AG, Agricultural Priority District to the RA, Rural Agricultural Residential District (a sub-district of the RA District) for a portion of the property that is commonly known as 11834 Winslow Road, Durand, IL 61024 in Harrison Township, District 2, to be laid over
2. Committee Report
- C. Economic Development Committee.....**John Sweeney, Committee Chairman**
 1. Committee Report
 2. Resolution to Grant Five Thousand Dollars (\$5,000) from Host Fees to the Rockford Area Convention and Visitors Bureau (RACVB) to Support the 2022 Stroll On State Event
 3. Resolution Approving the American Rescue Plan (ARP) Funds for Economic Impact Program for the Chairman’s Initiative Group Four (4) Projects
- D. Operations and Administrative Committee.....**Keith McDonald, Committee Chairman**
 1. Committee Report
 2. Resolution Establishing the County Holiday Schedule for 2023
 3. Resolution Authorizing the Execution of a Renewal Agreement with AmWins Group Benefits for the Administration of a Retiree Medical and RX Plan
 4. Resolution Authorizing the Execution of a Renewal Agreement with Northern Illinois Health Plan (NIHP) for Third Party Administrative Services
 5. Resolution Authorizing the Execution of a Renewal Agreement with Blue Cross Blue Shield for the Administration of a Self-Insured PPO and POS Insurance Plan
 6. Resolution to Establish the River Bluff Nursing Home Board of Directors
- E. Public Works Committee**Dave Tassoni, Committee Chairman**
 1. Committee Report
 2. (22-037) An Ordinance Establishing a Speed Zone on Lindenwood Road from Baxter Road to Edson Road
Cost: N/A C.B. District: 9
 3. (22-038) Resolution Authorizing a Project Management Services Agreement with Region 1 Planning Council to Provide a Connection Feasibility Study for the East Riverside Multi-Use Path
Cost: \$40,200 C.B. District: 7, 8, 20
- F. Public Safety and Judiciary Committee.....**Burt Gerl, Committee Chairman**
 1. Committee Report
 2. Resolution Awarding New Jail Management Software
 3. Resolution approving an Intergovernmental Agreement for Regional Board of Education School Resource Officer Program
10. Unfinished Business**Chairman Joseph Chiarelli**
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, November 10, 2022

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

Approval of Minutes

REGULAR ADJOURNED MEETING WINNEBAGO COUNTY BOARD SEPTEMBER 29, 2022

1. Chairman Chiarelli Called to Order the Regular Adjourned Meeting of the Winnebago County Board for Thursday, September 29, 2022 at 6:00 p.m.
2. Board Member McCarthy gave the invocation and led the Pledge of Allegiance.
3. Agenda Announcements: None

County Administrator Thompson reminded Board Members to unmute their microphones when they speak.

4. Roll Call: 18 Present. 2 Absent. (Board Members Arena, Booker, Butitta, Crosby, Gerl, Goral, Hoffman, Lindmark, McCarthy, McDonald, Nabors, Redd, Salgado, Schultz, Sweeney, Tassoni, Webster and Wescott were present. (Board member Fellars and Kelley were absent.)

Board Member Fellars arrived at 6:06 p.m.

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

5. Awards - None

Presentations - None

Public Hearings - None

Public Participation- George Fagerstrom spoke of the Winnebago County Veterans Association Commission regarding his DD214.

Reverend Earl Dotson Sr. spoke of economic development for west side Rockford.

Reverend Dr. Matthew Johnson of the Unitarian Universalist Church Spoke of the Pre-Trial Fairness Act.

Dick Rundall of Eliminate Racism 815 spoke in support of the Safe-T Act.

Paul Baits of the Natural Land Institute requested support to save Bell Bowl Prairie.

Shelly Hutcheson and Daniel Ortega Jr. of River Bluff Nursing Home spoke in support of increasing the tax levy.

Proclamations - None

APPROVAL OF MINUTES

6. Chairman Chiarelli entertained a motion to approve the Minutes. Board Member Nabors made a motion to approve County Board Minutes of August 25, 2022 and layover County Board Minutes of September 8, 2022, seconded by Board Member McCarthy. Motion was approved by a unanimous vote of all members present. (Board Member Kelley was absent.)

CONSENT AGENDA

7. Chairman Chiarelli entertained a motion to approve the Consent Agenda for September 29, 2022. Board Member Redd made a motion to approve the Consent Agenda which includes the Raffle Report and Auditor's Report, seconded by Board Member Gerl. Motion was approved by a unanimous vote of all members present. (Board Member Kelley 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 Health Department, Compensation: None

1. Derrick Kunz (New Appointment), Rockford, Illinois, October 2022 to October 2025

B. Seward Sanitary District, Compensation: None

1. Kelsey Heslop (New Appointment), Pecatonica, Illinois, May 2021 to May 2024
2. Dennis Hille (Reappointment), Seward, Illinois, May 2022 to May 2025

REPORTS FROM STANDING COMMITTEES

FINANCE COMMITTEE

9. Board Member Salgado made a motion to approve a Resolution Awarding Outside Auditor Services, seconded by Board Member Crosby. Discussion by Board Member Salgado. Motion was approved by a unanimous vote of all members present. (Board Member Kelley was absent.)

ZONING COMMITTEE

10. Board Member Webster read in for the first reading of SU-05-22 A Special Use Permit for

Outdoor Recreation (to allow Outdoor Paintball Activities) in the AG, Agricultural Priority District for a portion of the property that is commonly known as 8686 Auburn Road, Winnebago IL 61088 in Burritt Township, District 1 (with conditions), to be laid over.

11. Board Member Webster read in for the first reading of Z-07-22 A Map Amendment to Rezone 11.67+-Acres from the AG, Agricultural Priority District to the IH, Heavy Industrial District for a portion of the property that is commonly known as 8065 Harrisville Road, Rockford, IL 61109 in Rockford Township, District 9, to be laid over.
12. Board Member Webster read in for the first reading of Z-08-22 A Map Amendment to Rezone 47.21 +/- Acres from the AG, Agricultural Priority District to the District to the A2, Agricultural-related Business District for the property that is generally located on the southwest corner of where Berglund Road and N. Conger Road intersect in Pecatonica Township, District 1, to be laid over.

Board Member Webster announced that a Zoning Board of Appeals meeting is scheduled for Wednesday, October 12, 2022 and a Zoning Committee meeting is scheduled for Wednesday, October 26, 2022.

ECONOMIC DEVELOPMENT

13. Board member Sweeney made a motion to approve a Resolution Granting Authority to the Winnebago County Board Chairman to Execute the Documents Necessary to Complete a Loan for \$50,000 from the Revolving Loan Fund to Got Muncheez Inc. Doing Business as Auburn Street Liquidations, seconded by Board Member Wescott. Motion was approved by a unanimous vote of all members present. (Board Member Kelley was absent.)

OPERATIONS & ADMINISTRATIVE COMMITTEE

14. Board Member McDonald made a motion to approve a Resolution Awarding County Construction Project Consultant, seconded by Board Member Crosby. Motion was approved by a unanimous vote of all members present. (Board Member Kelley was absent.)

PUBLIC WORKS

15. Board Member Tassoni made a motion to approve (22-032) Resolution Authorizing the Execution of Annual Professional Agreements with Various Firms and Land Surveying, Structural Engineering, Geotechnical, Materials, Testing and Other Related Services, seconded by Board Member Webster. Discussion by Board Member Tassoni. Motion was approved by a unanimous vote of all members present. (Board Member Kelley was absent.)
16. Board Member Tassoni made a motion to approve (22-033) Resolution Authorizing an Engineering Services Agreement with Willett Hofmann & Associates, Inc. to Provide Design and Permitting Services to Extend the County's Water System on Baxter Road to the West Side of I-39 (Section 22-00714-00-MS), seconded by Board Member Hoffman. Motion was approved by a unanimous vote of all members present. (Board Member Kelley was absent.)

17. Board Member Tassoni made a motion to approve (22-034) Resolution Authorizing the Approval of a Change in Plans to Reconcile Bid Quantities with As-Built Quantities for the 2022 Patching Program (Section 22-00000-01-GM), seconded by Board Member McCarthy. Motion was approved by a unanimous vote of all members present. (Board Member Kelley was absent.)
18. Board Member Tassoni made a motion to approve (22-035) Award of a Bid for Crack Sealing at Various Locations (Section 22-00000-02-GM), seconded by Board Member Crosby. Motion was approved by a unanimous vote of all members present. (Board Member Kelley was absent.)
19. Board Member Tassoni made a motion to approve (22-036) Award of a Bid for the Rehabilitation of Well #1 Winnebago Water District Wellhouse (Section 22-00710-00-MS), seconded by Board Member McCarthy. Discussion by County Engineer Molina and Board Members Tassoni and Schultz. Motion was approved by a unanimous vote of all members present. (Board Member Kelley was absent.)

PUBLIC SAFETY AND JUDICIARY COMMITTEE

20. Board Member Gerl made a motion to approve a Resolution Opposing the “Safe-T Act” and Supporting its Repeal in the Illinois State Legislature, seconded by Board Member Sweeney. Board Member Gerl made a motion to add co-sponsors to the Resolution. All members who voted yes will be added as a co-sponsor. (Board Members Fellars, Goral, Hoffman, Nabors, Redd, and Salgado voted no.) (Board Member Kelley was absent.) Discussion by Board Member Sweeney. Board Member Sweeney made a motion to amend the Resolution to include an additional “Where As,” seconded by Board Member Arena. Motion was approved by a voice vote. (Board Member Redd voted no.) (Board Member Kelly was absent.) Discussion by State’s Attorney Hanley, Chief Barcelona, and Board Members Redd, Salgado, Fellars, Goral, Booker, Arena, Webster, Tassoni, Lindmark, McDonald, McCarthy, and Hoffman. Board Member Webster called the question, seconded by Board Member Nabors. Motion to call the question was approved by a unanimous vote of all members present. (Board Member Kelley was absent.) Board Member Gerl made a motion to approve the amended Resolution, seconded by Board Member Lindmark. Motion was approved by a roll call vote of 13 yes and 6 no votes. (Board Member Fellars, Goral, Hoffman, Nabors, Redd, and Salgado voted no. (Board Member Kelley was absent.)

UNFINISHED BUSINESS

21. Finance Committee

- A. Board Member Salgado made a motion to approve the Annual Appropriation Ordinance Laid Over from September 8, 2022 Meeting, seconded by Board Member Gerl. Discussion by Board member Salgado. Board Member Salgado made a motion to amend the Ordinance, seconded by Board Member Tassoni. Discussion by Chief Financial Officer Rickert, Chief Information Officer Magers, and Board Members Salgado and Redd. Further discussion by Chief Financial Officer Rickert and Board Members Gerl and Goral. Motion to amend was approved by a unanimous vote of all members present. (Board Member Kelley was absent.) Board Member Goral made a motion to amend the budget to raise the levy for the allowable amount for River Bluff, seconded by Board Member Redd. Discussion by Board Member

Arena. Motion to approve the amended Ordinance to raise the tax levy failed by a roll call vote 10 no and 9 yes votes. (Board Members Arena, Butitta, Crosby, Gerl, Lindmark, McCarthy, McDonald, Schultz, Sweeney, and Webster voted no.) (Board Member Kelley was absent.) Board Member Salgado moved to approve the original amendment, seconded by Board Member Gerl. Motion was approved by a roll call vote of 18 yes and 1 no vote. (Board Member Goral voted no.) (Board Member Kelley was absent.) Further discussion by Chief Financial Officer Rickert and Board Members Salgado and Gerl.

Operations and Administrative Committee

- A. Board Member McDonald made a motion to approve an Ordinance Amending Sections 2-65 (Limitation of Debate) and 2-72 (Awards, Proclamations and Presentations) of the Winnebago County Code of Ordinances Laid Over from September 8, 2022 Meeting, seconded by Board Member Crosby. Motion was approved by unanimous vote of all members present. (Board Member Kelley was absent.)
- B. Board Member McDonald made a motion to approve an Ordinance Amending Section 2-81 (Presiding Officer) of the Winnebago County Code of Ordinance to be Laid Over from September 8, 2022 Meeting, seconded by Board Member Webster. Discussion by Chief of Civil Bureau Vaughn and Board Members Nabors, McDonald, Fellars, and Arena. Motion was approved by a unanimous vote of all members present. (Board Member Kelley was absent.)

NEW BUSINESS

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

ANNOUNCEMENTS & COMMUNICATION

- 23. County Clerk Gummow submitted the Items Listed Below as Correspondence which were "Placed on File" by Chairman Chiarelli:
 - A. County Clerk Gummow received from the United States Nuclear Regulatory Commission the following:
 - a. Federal Register/Vol. 87, No. 171 / Tuesday, September 6, 2022 / Notices
 - b. Braidwood Station, Units 1 and 2; - Issuance of Amendments Nos. 230, 230, 230, and 230, Respectively, Regarding Adoption of the Technical Specifications Task Force Traveler (TSTF) 501, Revision 1, "Relocate Stored Fuel Oil and Lube Oil Volume Values to Licensee Control" (EPID L-2022-LLA-0067).
 - B. County Clerk Gummow received from Theresa Grennan, Chief Deputy Winnebago County Treasurer the following:
 - a. Winnebago County Treasurer Bank Balances – August, 2022
 - b. Collateralization Report – as of Aug. 31, 2022

c. September 1, 2022 Investment Report

- C. County Clerk Gummow received from Midwest Hydro, LLC and STS Hydropower, LLC final Applications for Subsequent and New Licenses for Minor and Major Projects:

Rockton Hydroelectric Project (FERC No. 3273-012)

Dixon Hydroelectric Project (FERC No. 2446-051)

- D. County Clerk Gummow received from Edwin R. Bowen Winnebago County's 2022 Jail and Detention Standards Unit annual Compliance review.

County Clerk Gummow spoke of voting in Winnebago County.

Board Member Salgado thanked County Administrator Thompson, Chief Financial Officer Rickert and the Finance staff for their hard work on the budget.

Board Members Redd, Gerl, McDonald, and Nabors spoke of the Ring Doorbells.

Board Member Lindmark thanked State's Attorney Hanley for being present.

ADJOURNMENT

24. Chairman Chiarelli entertained a motion to adjourn. County Board Member Webster moved to adjourn the meeting, seconded by Board Member Sweeney. Motion was approved by a voice vote. (Board Member Kelley was absent.) The meeting was adjourned at 8: 01 p.m.

Respectfully submitted,



Lori Gummow
County Clerk
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**REGULAR ADJOURNED MEETING
WINNEBAGO COUNTY BOARD
OCTOBER 13, 2022**

1. Chairman Chiarelli Called to Order the Regular Adjourned Meeting of the Winnebago County Board for Thursday, October 13, 2022 at 6:00 p.m.
2. Board Member Arena gave the invocation and led the Pledge of Allegiance.

Board Member Webster asked for a moment of silence for the recent passing of Ed Conklin who served on the ZBA.

Board member Goral said a prayer for Alderman Timm and his wife who recently passed away.
3. Agenda Announcements: None
4. Roll Call: 17 Present. 3 Absent. (Board Members Arena, Butitta, Crosby, Fellars, Gerl, Goral, Hoffman, Lindmark, McCarthy, McDonald, Redd, Salgado, Schultz, Sweeney, Tassoni, Webster and Wescott were present. (Board Members Booker, Kelley, and Nabors were absent.)

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

5. Awards - None

 Presentations - None

 Public Hearings - None

 Public Participation- L.C. Wilson, Veteran's Stand Down, Pro

APPROVAL OF MINUTES

6. Chairman Chiarelli entertained a motion to approve the Minutes. Board Member Fellars made a motion to approve County Board Minutes of September 8, 2022 and layover County Board Minutes of September 29, 2022, seconded by Board Member Crosby. Motion was approved by a unanimous vote of all members present. (Board Members Booker, Kelley, and Nabors were absent.)

CONSENT AGENDA

7. Chairman Chiarelli entertained a motion to approve the Consent Agenda for October 13, 2022. Board Member Lindmark made a motion to approve the Consent Agenda which includes the

Raffle Report, seconded by Board Member Goral. Motion was approved by a unanimous vote of all members present. (Board Members Booker, Kelley, and Nabors 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).**

REPORTS FROM STANDING COMMITTEES

FINANCE COMMITTEE

9. Board Member Salgado made a motion to approve an Ordinance providing for the issuance of approximately \$12,500,000 of General Obligation Refunding Bonds (Alternate Revenue Source), providing for the pledge of certain revenues to the payment of principal and interest of the Bonds and the levy of a direct annual tax sufficient to pay such principal and interest if the pledged revenues are insufficient to make such payment, and providing for the sale of the Bonds to the purchaser thereof, seconded by Board Member Hoffman. Discussion by Chief Financial Officer Rickert, Chief of Civil Bureau Vaughn, and Board Members Salgado and Arena. Board member Salgado removed his motion to approve and Board Member Hoffman removed his second. Board Member Arena made a motion to amend the Ordinance, seconded by Board Member Sweeney. Motion to amend was approved by a unanimous vote of all members present. (Board Members Booker, Kelley, and Nabors were absent.) Board Member Salgado made a motion to approve the amended Resolution, seconded by Board member Hoffman. (Board Members Booker, Kelley, and Nabors were absent.) Motion was approved by a unanimous vote of all members present.
10. Board Member Salgado combined agenda items 3., 6., & 7. (as listed below.) Board Member Salgado made a motion to approve agenda 3., 6., and 7. seconded by Board Member McCarthy. Board Member Gerl made a motion to suspend the rules on agenda item 3. (as listed below.), seconded by Board Member Sweeney. Motion to suspend was approved by a unanimous vote of all members present. (Board Members Booker, Kelley, and Nabors were absent.) Board Member Salgado made a motion to approve agenda item 3., seconded by Board Member McCarthy. Motion was approved by a unanimous vote of all members present. (Board Members Booker, Kelley, and Nabors were absent.) Board Member Salgado moved to approve agenda items 6. and 7. (as listed below.), seconded by Board Member Fellars. Motion was approved by a unanimous vote of all members present. (Board Members Booker, Kelley, and Nabors were absent.)
 3. Ordinance to Amend the Budget for ARP Phase 3 Part B
 6. Resolution Awarding HPE Aruba Wireless Access Points and Brackets (Bid 22B-2254)
 7. Resolution Awarding Replacement HPE Servers (Bid 22B-2255)

11. Board Member Salgado read in for the first reading of an Ordinance to Amend the Budget for River Bluff Nursing Medicaid Audit Transfer. Board Member Salgado made a motion to suspend the rules, seconded by Board Member Goral. Motion to suspend was approved by a unanimous vote of all members present. (Board Members Booker, Kelley, and Nabors were absent.) Board Member Salgado moved to approve the Ordinance, seconded by Board Member Goral. Discussion by Chief Financial Officer Rickert and Board Members Arena, Salgado, Goral, and Tassoni. Motion was approved by a unanimous vote of all members present. (Board Members Booker, Kelley, and Nabors were absent.)
12. Board Member Salgado made a motion to approve a Resolution Approving Nurse Call System for River Bluff Nursing Home, seconded by Board Member Goral. Motion was approved by a unanimous vote of all members present. (Board Members Booker, Kelley, and Nabors were absent.)
13. Board Member Salgado read in for the first reading of an Ordinance to Amend the Budget for ETSB Salary Reimbursement. Board Member Salgado made a motion to suspend the rules, seconded by Board Member Gerl. Motion to suspend was approved by a unanimous vote of all members present. (Board Members Booker, Kelley, and Nabors were absent.) Board Member Salgado moved to approve the Ordinance, seconded by Board Member Gerl. Discussion by Chief Financial Officer Rickert and Board Members Redd and Salgado. Motion was approved by a unanimous vote of all members present. (Board Members Booker, Kelley, and Nabors were absent.)

ZONING COMMITTEE

14. None

ECONOMIC DEVELOPMENT

15. Board Member Sweeney announced there will be an Economic Development meeting Monday, October 17th at 5:30.

OPERATIONS & ADMINISTRATIVE COMMITTEE

16. No Report.

PUBLIC WORKS

17. No Report

PUBLIC SAFETY AND JUDICIARY COMMITTEE

18. No Report.

UNFINISHED BUSINESS

19. **Zoning Committee**

1. Board Member Webster made a motion to approve SU-05-22 A Special Use Permit for Outdoor Recreation (to allow Outdoor Paintball Activities) in the AG, Agricultural Priority District for a portion of the property that is commonly known as 8686 Auburn Road, Winnebago IL 61088 in Burritt Township, District 1 (with conditions), seconded by Board Member Fellars. Discussion by Board Members Goral, Webster, and Arena. Motion was approved by a unanimous vote of all members present. (Board Members Booker, Kelley, and Nabors were absent.)
2. Board Member Webster made a motion to approve Z-07-22 A Map Amendment to Rezone 11.67+-Acres from the AG, Agricultural Priority District to the IH, Heavy Industrial District for a portion of the property that is commonly known as 8065 Harrisville Road, Rockford, IL 61109 in Rockford Township, District 9, seconded by Board Member Gerl. Motion was approved by a unanimous vote of all members present. (Board Members Booker, Kelley, and Nabors were absent.)
3. Board Member Webster moved to approve Z-08-22 A Map Amendment to Rezone 47.21 +/- Acres from the AG, Agricultural Priority District to the District to the A2, Agricultural- related Business District for the property that is generally located on the southwest corner of where Berglund Road and N. Conger Road intersect in Pecatonica Township, District 1, seconded by Board Member Sweeney. Discussion by Board Member Salgado, Redd, Goral, and Webster. Motion failed by a roll call vote of 15 no and 2 yes votes. (Board Members Arena, Butitta, Crosby, Fellars, Gerl, Goral, Iloffman, Lindmark, McCarthy, McDonald, Schultz, Sweeney, Tassoni, Webster, and Wescott voted no.) (Board Members Booker, Kelley, and Nabors were absent.)

Board Member Webster announced the next Zoning Board of Appeals meeting is scheduled for Tuesday, December 13, 2022 and the Zoning Committee will meet Wednesday, October 26, 2022.

NEW BUSINESS

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

Board Member Gerl spoke of a bid from the American Legion to reconstruct there front wall and parking lot.

Board Member McCarthy announced the US Navy's 247th anniversary.

ANNOUNCEMENTS & COMMUNICATION

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

- A. County Clerk Gummow received from the United States Nuclear Regulatory Commission the following:
- a. County Clerk Gummow received from the United States Nuclear Regulatory Commission the following:
 - b. Federal Register / Vol. 87, No. 191/Tuesday, October 4, 2022/Notices
 - c. Federal Register / Vol. 87, No. 191/Tuesday, October 4, 2022/Notices
- B. County Clerk Gummow received from Charter Communications a letter regarding Quarterly Franchise Fee Payment for Village of Rockton.

Board Member Salgado thanked Chairman Chiarelli for the proclamation for Hispanic Heritage month.

CLOSED SESSION

22. Chairman Chiarelli entertained a motion to go into Closed Session to discuss Labor Negotiations and Pending Litigation. Board Member Fellars made a motion to close the meeting pursuant to the provisions of Section 2C-11 of the Illinois Open Meeting Act 5ILCS 20/2C-11, seconded by Board Member Crosby. The motion was approved by a roll call vote of 17 yes votes. (Board Members Booker, Kelley, and Nabors were absent.) The Meeting closed at 6:38 p.m.

Board Member Webster departed.

23. The Meeting reconvened at 7:23 p.m. Chairman Chiarelli announced that no action was taken during the Closed Session.

ADJOURNMENT

24. Chairman Chiarelli entertained a motion to adjourn. County Board Member Goral moved to adjourn the meeting, seconded by Board Member Fellars. Motion was approved by a voice vote. (Board Members Booker, Kelley, Nabors, Sweeney, and Webster were absent.) The meeting was adjourned at 7:25 p.m.

Respectfully submitted,



Lori Gummow
County Clerk
ar

CONSENT AGENDA

RAFFLE APPLICATION REPORT

Presently the County Clerk's office has Raffle Applications submitted by
3 different organizations for 5 Raffles.

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

The Following Have Requested A Class A, General License				
LICENSE #	# OF RAFFLES	NAME OF ORGANIZATION	LICENSE DATES	AMOUNT
30780	1	ROCKFORD ART MUSEUM	11/02/2022-11/05/2022	\$1,250.00
30781	1	ROCKFORD ART MUSEUM	12/09/2022-12/09/2022	\$900.00

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
30782	1	AMERICAN LEGION WALTER GRAHAM POST #332	11/01/2022-11/01/2023	\$112.00
30783	1	AMERICAN LEGION WALTER GRAHAM POST #332	11/01/2022-11/01/2023	\$112.00
30784	1	WHITE EAGLE CLUB OF ROCKFORD	10/28/2022-10-27-2023	\$2,500.00

This concludes my report,

Deputy Clerk

Angela Reins

LORI GUMMOW
Winnebago County Clerk

Date

27-Oct-22

Appointments

September 26, 2022

Joseph V. Chiarelli
Winnebago County Board Chairman
404 Elm St. Room #533
Rockford, IL 61101

Dear Chairman Chiarelli,

It has been my honor to serve the taxpayers of Winnebago County as the Supervisor of Assessments for the past four years and believe that I have done so with the integrity, honesty, and humility that is incumbent upon the office. As my current term ends on November 15th, 2022, please consider this to be my formal request for re-appointment.

Since my initial appointment as the Supervisor of Assessments, I have demonstrated a strong history of leadership, accountability, and a dedication to maximizing tax dollar value while ensuring fair and equitable property assessments that are in compliance with all applicable state laws. Our office has made countless procedural adjustments with the goal of streamlining processes and minimizing redundancies in an effort to provide quality services to taxpayers and meet the multitude of tax cycle deadlines, all while limiting costs.

During the past four years, I have established and maintained excellent working relationships with stakeholders throughout our community and the state, including other governmental officials, township assessors, the board of review, and the Property Tax Division at the Illinois Department of Revenue. In addition, I have had the opportunity to serve as the Area 1 Chair for the County Assessments Officers Association and sit on the Illinois Property Assessment Institute's State Conference Planning Committee. I have had the pleasure of giving numerous educational presentations to various groups including the Northern Illinois Council of Government, the Illinois Government Finance Officers Association, Real Estate Associations and the Winnebago County Board.

My resume along with a certificate of educational qualification for appointment as Supervisor of Assessments, from the Illinois Department of Revenue, are enclosed. Please do not hesitate to let me know if you have any questions or need anything additional as I would be happy to discuss my qualifications in greater detail, if desired. I greatly appreciate your consideration.

Sincerely,

Tom Hodges
Supervisor of Assessments
(x14468)

Encl.

Resume
Certification of Educational Qualification

THOMAS R. HODGES

Hodgesfamily05@gmail.com
207 Fairwood Pl. Rockton, IL 61072
309-241-6938

PROFILE

Experienced Illinois Property Assessment Professional with a focus on providing forward thinking solutions in order to maximize tax dollar value while ensuring county compliance of all relevant state statutes.

EXPERIENCE

Winnebago County – Supervisor of Assessments (Chief County Assessment Officer)

10/15/2018 – Present

- Oversee administration of the county's property tax assessment process pursuant to the Illinois Property Tax Code and relevant judicial decisions
- Review & analyze township assessment rolls
- Execute Sales Ratio Studies to obtain assessment metrics
- Perform intra-county equalization to satisfy statutory assessment level requirements
- Ensure accurate and timely reporting to the Illinois Department of Revenue
- Annual publication of the assessment roll
- Provide mailed assessment notices to property owners
- Administration of Non-homestead and Homestead Exemptions
- Instruct and assist township assessors in their job duties
- Prepare and maintain property tax maps and parcel ownership information
- Chair of the County Farmland Assessment Review Committee
- Clerk of the Winnebago County Board of Review
- Provide educational information to taxpayers as well as government entities through presentations and media outlets

Winnebago County Supervisor of Assessments Office – Chief Deputy

03/19/2018 – 10/14/2018

- Oversee administrative staff
- Assist in operating department within budget set by County Board
- Assist the CCAO in balancing Tentative and Final Abstracts
- Compile and publish annual assessment Changes and mail change notices
- Resolve escalated taxpayer issues/problems
- Facilitate cyclical Homestead Exemption maintenance
- Compile and track payroll
- Office supply ordering and procurement
- Track and fulfill FOIA requests
- Assist in the hiring and performance review of staff
- Maintain and edit Supervisor of Assessments website

Winnebago County – Supervisor of Assessments Office – Parcel Maintenance Specialist

11/16/2015 – 03/16/2018

- Maintain and edit the Winnebago County GIS parcel database map
- Process Tax parcel revisions in accordance with tax cycle deadlines
- Analyze various legal instruments to determine proper parcel boundaries for tax assessment purposes
- Edit Farm Land Use map layer and import changes into DevNet
- Communicate with inter-department offices as well as attorneys, title companies, and surveyors in order to resolve parcel issues

EDUCATION

Northern Illinois University

Bachelor of Science: Environmental Studies with an emphasis in Energy
May 2015

- Cum Laude

Illinois Central College

Associate in Arts & Science: General Studies
December 2010

- Phi Theta Kappa National Honor Society

PROFESSIONAL DEVELOPMENT

- County Assessment Officers Association (CAOA) – Area 1 Chairperson
- Illinois Property Assessment Institute (IPAI) – State Conference Planning Committee
- International Association of Assessing Officers (IAAO) member
- Certified Illinois Assessing Officer (CIAO)
- Rockford Leadership Alliance member
- Certificate in Geographic Information Systems from NIU

SKILLS

- Proficient in the following software applications:
 - DevNet Assessment Administration
 - DevNet Mobile Home Administration
 - DevNet Tax Inquiry
 - MyTax
 - Microsoft SQL Server
 - GIS including ESRI's ArcGIS suite of programs, Intergraph GeoMedia, & QGIS
 - Laredo Land Records Document Search Engine
 - Microsoft Office suite, including Word, Access & Outlook
 - Advanced skill set in Excel: VBA, Conditional Formula, Vlookup, etc.
 - NCSS Data Analysis
 - Crystal Reports
 - Adobe Acrobat Pro
 - DWG AutoCad viewer

Certification of Educational Qualification



State of Illinois
Property Tax Division - Assessment Education
Department of Revenue

This certifies that THOMAS HODGES has met the educational qualifications needed for the following responsibilities in regards to the office of Supervisor of Assessments; in WINNEBAGO County:

- to be appointed to fill a vacancy in the office; or
- to enter upon the duties of the office; or
- to file nomination papers for the office; or
- to participate as a candidate in any primary or general election for the office; or
- to be elected to the office.

These educational requirements are described in Section 3-5(1) or Section 3-5(4) of the Property Tax Code. This certification is valid from 08/23/2019 through 12/31/2022.

Adrianne Smith Bailey

Adrianne Bailey
Certifying Authority
09/19/2022

PROPERTY TAX DIVISION
ASSESSMENT EDUCATION
ILLINOIS DEPARTMENT OF REVENUE
PO BOX 19033
SPRINGFIELD IL 62794-9033
rev.proptaxed@illinois.gov

(35 ILCS 200/Art. 3 heading)

Article 3. County Assessment Officials

(35 ILCS 200/3-5)

Sec. 3-5. Supervisor of assessments. In counties with less than 3,000,000 inhabitants and in which no county assessor has been elected under Section 3-45, there shall be a county supervisor of assessments, either appointed as provided in this Section, or elected.

In counties with less than 3,000,000 inhabitants and not having an elected county assessor or an elected supervisor of assessments, the office of supervisor of assessments shall be filled by appointment by the presiding officer of the county board with the advice and consent of the county board.

To be eligible for appointment or to be eligible to file nomination papers or participate as a candidate in any primary or general election for, or be elected to, the office of supervisor of assessments, or to enter upon the duties of the office, a person must possess one of the following qualifications as certified by the Department to the county clerk:

(1) A currently active Certified Illinois Assessing Officer designation from the Illinois Property Assessment Institute.

(2) A currently active AAS, CAE, or MAS designation from the International Association of Assessing Officers.

(3) A currently active MAI, SREA, SRPA, SRA, or RM designation from the Appraisal Institute.

In addition, a person must have had at least 2 years' experience in the field of property sales, assessments, finance or appraisals and must have passed an examination conducted by the Department to determine his or her competence to hold the office. The examination may be conducted by the Department at a convenient location in the county or region. Notice of the time and place shall be given by publication in a newspaper of general circulation in the counties, at least one week prior to the exam. The Department shall certify to the county board a list of the names and scores of persons who pass the examination. The Department may provide by rule the maximum time that the name of a person who has passed the examination will be included on a list of persons eligible for appointment or election. The term of office shall be 4 years from the date of appointment and until a successor is appointed and qualified, or a successor is elected and qualified under Section 3-52.

(Source: P.A. 101-150, eff. 7-26-19; 101-467, eff. 8-23-19; 102-558, eff. 8-20-21.)

(35 ILCS 200/3-10)

Sec. 3-10. Dismissal of supervisor of assessments; Vacancies. The county board, by a vote of 2/3 of its members, may dismiss a supervisor of assessments before the expiration of his or her term for misfeasance, malfeasance or nonfeasance in the performance of the duties of the office. Whenever the

county board dismisses a supervisor of assessments, it shall specify its reasons in writing. The dismissed supervisor may, within 21 days after receipt of the statement of reasons for dismissal, request a hearing before the county board. The county board shall conduct a hearing within 30 days of a timely request, and may reverse the dismissal by a vote of a majority of the members present.

Vacancies shall be filled by appointment for a full term. In the event of a vacancy, the county board may appoint an acting supervisor of assessments, but an acting supervisor may serve for no more than 60 days until a qualified person is appointed to fill the remainder of the term.

(Source: P.A. 86-905; 88-455.)

(35 ILCS 200/3-15)

Sec. 3-15. Service in more than one county. Any 2 or more counties may, with Department approval, appoint or elect the same person as county supervisor of assessments for each of such counties and may by agreement provide for the appropriate share of the salary and expenses of the official. In any case where a supervisor of assessments is shared, the aggregate population of the 2 or more counties shall be considered as the population when determining the compensation of the official under Section 3-40. If a county board desires to appoint as county supervisor of assessments of that county a person who is the appointed or elected supervisor of assessments of another county, the person shall not be required to take the examination given by the Department and shall not be required to accept the appointment.

(Source: P.A. 86-905; 88-455.)

(35 ILCS 200/3-20)

Sec. 3-20. Reimbursement when serving more than 1 county. When 2 or more counties have, with Department approval, elected or appointed the same person as county supervisor of assessments, subject to appropriation, the Department shall pay out of the Personal Property Tax Replacement Fund to the counties a total of \$5,000 per year to be applied toward the person's salary. The Department shall apportion the \$5,000 among such counties in proportion to each county's share of the salary.

The amount payable under this Section is in addition to the 50% reimbursement provided for in Section 3-40, but in no event shall the total paid under this Section and the reimbursement under Section 3-40 exceed the compensation of the supervisor of assessments.

(Source: P.A. 97-72, eff. 7-1-11.)

(35 ILCS 200/3-25)

Sec. 3-25. Reappointment or reelection. Reappointment or reelection of an incumbent supervisor of assessments may be made without examination. If the presiding officer of the county board does not intend to reappoint an incumbent, he or

she shall notify the incumbent not more than 120 nor less than 90 days before the expiration of his or her term. Upon request of the incumbent, the county board shall grant a public hearing as to why the incumbent will not be reappointed. (Source: P.A. 86-905; 88-455.)

(35 ILCS 200/3-30)

Sec. 3-30. Supervisor of assessments as clerk of the board of review. Each supervisor of assessments shall serve as clerk of the county board of review and shall be present at all hearings held by the board. He or she shall not receive additional compensation for that service. (Source: P.A. 86-482; 86-1475; 88-455.)

(35 ILCS 200/3-35)

Sec. 3-35. Outside employment. Except as provided below, any person appointed under Section 3-5 shall hold no other lucrative public office or public employment. In counties with less than 100,000 inhabitants, he or she may hold public employment if the duties are not incompatible with his or her duties as supervisor of assessments as assigned by the county board. The duties of a person administering a county zoning ordinance shall not be considered incompatible with the duties of a supervisor of assessments. (Source: P.A. 86-482; 86-1475; 88-455.)

(35 ILCS 200/3-40)

Sec. 3-40. Compensation of supervisors of assessments.

(a) A supervisor of assessments shall receive annual compensation in an amount fixed by the county board subject to the following minimum amounts:

In counties with less than 14,000 inhabitants, not less than \$7,500;

In counties with 14,000 or more but less than 30,000 inhabitants, not less than \$8,000;

In counties with 30,000 or more but less than 60,000 inhabitants, not less than \$9,000;

In counties with 60,000 or more but less than 100,000 inhabitants, not less than \$10,000;

In counties with 100,000 or more but less than 200,000 inhabitants, not less than \$11,500;

In counties with 200,000 or more but less than 300,000 inhabitants, not less than \$13,000;

In counties with 300,000 or more but less than 1,000,000 inhabitants, not less than \$15,000.

For purposes of this subsection, the number of inhabitants shall be determined by the latest Federal decennial or special census of the county.

(b) Elected supervisors of assessments who began a term of office before December 1, 1990 shall be compensated at the rate of their base salary. "Base salary" is the compensation paid for their position before July 1, 1989.

(c) Elected supervisors of assessments beginning a term of

office on or after December 1, 1990 shall, beginning December 1, 1993, receive their base salary plus at least 12% of base salary.

Any supervisor of assessments who has been presented a Certified Assessing Evaluator Certificate by the International Association of Assessing Officers shall receive an additional compensation of \$500 per year to be paid out of funds appropriated to the Department from the Personal Property Tax Replacement Fund.

The salary set by the county board shall be paid in equal monthly installments out of the treasury of the county in which he or she is appointed or elected. If the Department has determined that the total assessed value of property in a county, as equalized by the supervisor of assessments under Section 9-210, is between 31 1/3% and 35 1/3% of the total fair cash value of property in the county, subject to appropriation, the Department shall reimburse the county monthly from the Personal Property Tax Replacement Fund 50% of the amount of salary the county paid to the officer for the preceding month.

The county board shall provide necessary office space for the officer and pay all necessary expenses of the office out of the county treasury.

Each supervisor of assessments may, with the advice and consent of the county board, appoint necessary deputies and clerks, their compensation to be fixed by the county board and paid by the county.

(Source: P.A. 97-72, eff. 7-1-11.)

(35 ILCS 200/3-45)

Sec. 3-45. Election of county assessor; counties of less than 3,000,000. In counties having an elected board of review under Section 6-35, a county assessor shall be elected. To be eligible to file nomination papers or participate as a candidate in any primary or general election for, or be elected to, the office of county assessor, or to enter upon the duties of the office, a person must possess one of the following qualifications as certified by the individual to the county clerk:

(1) a Certified Illinois Assessing Officer certificate from the Illinois Property Assessment Institute; or

(2) a Certified Assessment Evaluator designation from the International Association of Assessing Officers.

In addition, a person must have at least 2 years experience in the field of property sales, assessments, finance, or appraisals.

The county clerk must determine if candidates for assessor have qualified under this Code prior to certification of their nominating petitions. The election of the county assessor shall be at the same time and in the same manner as other county officials are elected under the general election law. The county assessor shall hold office for a 4 year term and until a successor is elected and qualified. Vacancies shall be filled in the same manner as are vacancies in other county

elective offices.

(Source: P.A. 92-235, eff. 8-2-01.)

(35 ILCS 200/3-50)

Sec. 3-50. Election of county assessors - Counties of 3,000,000 or more. In all counties with 3,000,000 or more inhabitants, the office of county assessor, heretofore created and established, is hereby continued.

The county assessor shall be elected as provided in the general election law, at the general election in 1994 and every fourth year thereafter to hold office for a term of 4 years from the first Monday of December, and until a successor is elected and qualified. Any vacancy in office shall be filled by appointment as provided in the general election law, until the next regular election of county officers when a successor shall be elected for the unexpired term or for the full term as the case may require. The county assessor shall take the oath and give the bond herein required of other assessors and of supervisors of assessments and shall receive such compensation payable from the county treasury in an amount set by the county board. The amount so set shall not be changed during the term for which he or she is elected or appointed. The county assessor shall also have a suitable office to be provided by the county board.

(Source: P.A. 83-121; 88-455.)

(35 ILCS 200/3-52)

Sec. 3-52. Election or appointment of county assessors or county supervisors of assessments.

(a) In counties with less than 3,000,000 inhabitants, the county may change the manner in which it selects its county assessor or county supervisor of assessments upon:

(1) adoption of an ordinance by the county board or county board of commissioners requiring the county assessor or county supervisor of assessments to be elected or appointed, as applicable; or

(2) the filing of a petition with the county board or the county board of commissioners, subject to the petition requirements of Section 28-3 of the Election Code and signed by 2% of the registered voters of the county, requiring the county assessor or county supervisor of assessments to be elected or appointed, as applicable.

(b) If an ordinance is adopted or a petition is filed meeting the requirements of subsection (a), then the county clerk shall certify the proposition to the appropriate election authorities, who shall submit a referendum, subject to the requirements of Section 16-7 of the Election Code, to be placed on the ballot at the next following general election in substantially the following form:

Shall the (county assessor or county supervisor of assessments, as applicable) be (elected rather than appointed or appointed rather than elected, as applicable)?

The votes shall be recorded as "Yes" or "No". The referendum is approved when a majority of the votes cast on the referendum approve the referendum.

(c) After the approval of a referendum under subsection (b) :

(1) if voters approve the referendum to make the county assessor or county supervisor of assessments position elected rather than appointed, then the county assessor or county supervisor of assessments shall be elected at the general election next following the approval of the referendum and at the general election every 4 years thereafter; the elected county assessor or county supervisor of assessments shall serve until a successor is elected and qualified; the term of any appointed county assessor or county supervisor of assessments serving at the time of the approval of the referendum shall end when a successor is elected and qualified; and

(2) if the voters approve a referendum to make the county assessor or county supervisor of assessments position appointed rather than elected, then, at the conclusion of the term of the elected county assessor or county supervisor of assessments serving at the time of the approval of the referendum, the county assessor or county supervisor of assessments shall be appointed by the county board or county board of commissioners to a 4-year term and shall serve until a successor is appointed and qualified.

(Source: P.A. 101-150, eff. 7-26-19.)

(35 ILCS 200/3-55)

Sec. 3-55. Staffing of county assessor's office - Counties of 3,000,000 or more. The county assessor in counties with 3,000,000 or more inhabitants shall appoint one chief deputy assessor, one deputy assessor in charge of administrative service division and one deputy assessor in charge of real estate division. The county assessor may also employ other clerical help and deputies as may be necessary, each one of whom (except the chief deputy assessor, deputy assessor in charge of administrative service division, and deputy assessor in charge of real estate division) shall be appointed by the county assessor under the civil service law applicable in such counties.

(Source: P.A. 83-121; 88-455.)

(35 ILCS 200/3-60)

Sec. 3-60. Chief deputy - Counties of less than 3,000,000 with elected assessor. The county assessor in counties with less than 3,000,000 inhabitants which elect a county assessor under Section 3-45 may employ a chief deputy and other clerical help as may be necessary. The chief deputy shall hold office at the will of the county assessor, and shall take and subscribe an oath of office that he or she will honestly and faithfully perform all duties of the office under the

direction of the county assessor. The chief deputy shall have power to administer all oaths authorized by law to be administered by assessors. The compensation of the chief deputy shall be fixed by the county assessor, subject to the approval of the board of review.
(Source: P.A. 86-1475; 88-455.)

(35 ILCS 200/3-65)

Sec. 3-65. Deputy county assessors - Counties of less than 3,000,000 with elected assessor. The county assessor in counties with less than 3,000,000 inhabitants which elect a county assessor under Section 3-45 may appoint as many suitable persons as in his or her judgment are necessary to act as deputies, who shall perform the duties assigned to them by the county assessor. They shall hold their office at the will of the county assessor, and shall receive compensation determined by the assessor to be paid out of the county treasury. Such deputy assessors shall, before entering upon their duties, take the oath or affirmation prescribed for the assessors.

In counties with less than 3,000,000 inhabitants which elect a county assessor under Section 3-45, in all townships not lying completely within the limits of one city, the township assessor shall be ex-officio the deputy assessor to make the assessments in the township where he or she is elected. If, in any township, the township assessor shall not be able, by himself or herself within the time allowed by law, to make the assessment of the township, any additional deputy assessors required to make the assessment shall be residents and legal voters of that township, and shall be nominated by the township's board of trustees and appointed by the county assessor only upon that nomination. Deputy assessors so appointed shall act under the supervision of the ex-officio deputy town assessors.

(Source: P.A. 82-783; 88-455.)

(35 ILCS 200/3-70)

Sec. 3-70. Cessation of Township Assessor. If the office of Township Assessor in a coterminous township ceases as provided in Articles 27 and 28 of the Township Code, then the coterminous municipality shall assume the duties of the Township Assessor under this Code.

(Source: P.A. 98-127, eff. 8-2-13; 99-474, eff. 8-27-15.)

Reports of Standing Committees

FINANCE COMMITTEE



Resolution Executive Summary

Prepared By: David J. Rickert
Committee: Finance Committee
Committee Date: 10-20-2022
Resolution Title: Resolution to Fund American Legion Property Repairs with ARPA Funds
County Code: N/A
Board Meeting Date: 10-27-2022

Budget Information:

Was item budgeted? Yes	Appropriation Amount: \$176,450
If not, explain funding source: American Rescue Plan Act	
ORG/OBJ/Project Code: 61300	Budget Impact: N/A

Background Information: This funding request will allow the Legion to continue programming for veterans by coming in to compliance with City of Rockford code to repair its parking lot and retaining walls.

Recommendation: N/A

Contract/Agreement: See attachment

Legal Review: N/A

Baker Tilly Review: Approved

Follow-Up: Funds are subject to compliance with ARPA requirements and sub recipient agreement

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

Sponsored by: Jaime Salgado, Committee Chairman

Submitted by: Finance Committee

2022 CR

RESOLUTION TO FUND AMERICAN LEGION
PROPERTY REPAIRS WITH ARPA FUNDS

WHEREAS, The pandemic touched every area of society. Non-essential businesses were shut down, this included VFW's and other Clubs, who were disproportionately affected as they rely on in-person charity benefits to fund their existence. For these clubs, repair issues rapidly compounded into even more unmanageable issues with limited or no resources to address. This is true for Lt. Robert C.A. Carlson Post #1207, the American Legion in Rockford Illinois. As they scramble to manage the ordinary repairs and upkeep on a Covid-income, the City of Rockford has deemed their parking lot and retraining wall to be unacceptable for usage. The losses due to Covid-19 left the Legion unable to meet the need of this costly repair; and

WHEREAS, in May 2021, Winnebago County Board received funds through the American Rescue Plan; and

WHEREAS, the Finance Committee of the County Board for the County of Winnebago, Illinois, has reviewed the proposal for the aforementioned request and recommends awarding; and

NOW, THEREFORE, BE IT RESOLVED, by the County Board of the County of Winnebago, Illinois, that the County Board Chairman is authorized to disburse \$176,450 to Lt. Robert C.A. Carlson Post #1207, the American Legion in Rockford Illinois for said activities. Subject to the attached terms and conditions in the sub recipient 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 Director of Purchasing, Finance Director, County Board Office, and County Auditor.

Respectfully Submitted,
FINANCE COMMITTEE

AGREE

DISAGREE

JAIME SALGADO, CHAIRMAN

JAIME SALGADO, CHAIRMAN

STEVE SCHULTZ, VICE CHAIRMAN

STEVE SCHULTZ, VICE CHAIRMAN

PAUL ARENA

PAUL ARENA

JOHN BUTITTA

JOHN BUTITTA

JEAN CROSBY

JEAN CROSBY

JOE HOFFMAN

JOE HOFFMAN

KEITH McDONALD

KEITH MC DONALD

The above and foregoing Resolution was adopted by the County Board of the County of Winnebago, Illinois this ____ day of _____ 2022.

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

ARP SUBRECIPIENT AGREEMENT

By and Between
THE COUNTY OF WINNEBAGO, ILLINOIS
and
LT. ROBERT C.A. CARLSON POST #1207, THE
AMERICAN LEGION IN ROCKFORD ILLINOIS

FOR AMERICAN RESCUE PLAN ACT (“ARP”) FUNDS

THIS ARP SUBRECIPIENT AGREEMENT (hereinafter “AGREEMENT”) is made by and between the County of Winnebago, Illinois, a body politic and corporate (hereinafter “COUNTY”), and the Lt. Robert C.A. Carlson Post #1207, The American Legion in Rockford Illinois (hereinafter “RECIPIENT”).

WHEREAS, on March 11, 2021, President Joseph R. Biden signed into law the American Rescue Plan Act of 2021 (hereinafter “ARP”); and

WHEREAS, on May 10, 2021, the United States Department of the Treasury (hereinafter “US TREASURY”) published guidance regarding the allowable usage of the Coronavirus State and Local Fiscal Recovery Funds (hereinafter “SLFRF”) to be disseminated to local governments in accordance with the ARP; and

WHEREAS, the grand total allocation of SLFRF funds to the COUNTY, as published by the US TREASURY, is \$54,886,298.00; and

WHEREAS, the COUNTY received the first fifty percent (50%) of its SLFRF allocation (\$27,443,149.00) on May 15, 2021 and the second allocation on June 9, 2022; and

WHEREAS, the RECIPIENT, submitted a written request to the COUNTY on July 18th, 2022 for four hundred thousand dollars (\$400,000) in COVID-19 relief funds to provide economic assistance to a nonprofit organization impacted by COVID-19; and

WHEREAS, the COUNTY intends to allocate a portion of its SLFRF funds to Lt. Robert C.A. Carlson Post #1207, The American Legion in Rockford Illinois within Winnebago County, Illinois that has suffered negative economic impacts as a result of the COVID-19 pandemic in accordance with all federal, state, and local guidelines regarding the usage of SLFRF funds; and

WHEREAS, under section 602(c)(3) of the ARP, the COUNTY may transfer funds to a private nonprofit entity for the purpose of meeting ARP’s goals; and

WHEREAS, in an effort to provide additional guidance regarding the eligible uses of SLFRF funds, the US TREASURY published a document containing answers to Frequently Asked Questions regarding Coronavirus State and Local Fiscal Recovery Funds as of July 19, 2021 (hereinafter “FAQ”); and

WHEREAS, during their regular public meeting on 10-27-2022, the County Board of Winnebago County, Illinois (hereinafter “BOARD”) approved the aforementioned request from the RECIPIENT subject to all federal, state, and local guidelines regarding the usage of SLFRF funds, including any contractual guidelines set forth by the BOARD, as well as any audit requirements; and

WHEREAS, the COUNTY and RECIPIENT desire to enter into this Agreement.

NOW, THEREFORE, in consideration of the foregoing recitals which are incorporated herein by reference, and the terms and conditions set forth below, the parties agree as follows:

1. EFFECTIVE DATE AND TERM

This Agreement shall commence when last executed by all parties and remain in effect no later than December 31, 2024, unless terminated by the COUNTY in writing.

2. GRAND TOTAL SLFRF FUNDS TO BE DISSEMINATED TO RECIPIENT

The grand total sub award of SLFRF funds to be disseminated by the COUNTY to the RECIPIENT as part of this Agreement shall not exceed one hundred seventy six thousand four hundred fifty dollars (\$176,450).

3. LIMITATIONS REGARDING THE USE OF SLFRF FUNDS

The RECIPIENT shall ensure that all expenditures utilizing SLFRF funds received in accordance with this Agreement shall be limited to only those eligible services outlined in Section 602 (c) (3) of the US TREASURY ARP FAQ, which states that:

Under section 602(c)(3) of the Social Security Act, a State, territory, or Tribal government may transfer funds to a “private nonprofit organization . . . , a Tribal organization . . . , a public benefit corporation involved in the transportation of passengers or cargo, or a special-purpose unit of State or local government.” Similarly, section 603(c)(3) authorizes a local government to transfer funds to the same entities (other than Tribal organizations). The interim final rule clarified that the lists of transferees in sections 602(c)(3) and 603(c)(3) are not exclusive, and the final rule clarified that recipients may transfer funds to any entity to carry out, as a subrecipient, an eligible activity on behalf of the SLFRF recipient (transferor), as long as they comply with the SLFRF Award Terms and Conditions and other applicable requirements. A transferee receiving a transfer from a recipient under sections 602(c)(3) and 603(c)(3) will be considered a subrecipient and will be expected to comply with all subrecipient reporting requirements. Additionally, a recipient can provide funds to an entity, including a nonprofit organization, for the purpose of directly benefitting the entity as a result of the entity experiencing a public health impact or negative economic impact of the pandemic. In this instance, these entities will be considered beneficiaries, not subrecipients, and will not be expected to comply with subrecipient reporting requirements. Beneficiary reporting requirements will apply.

4. REPORTING REQUIREMENTS TO ENSURE COMPLIANCE WITH ARP

In order to ensure compliance with the existing ARP guidelines set forth by the US TREASURY – while also ensuring that all expenditures within the scope of this Agreement adhere to future guidelines that may be established by the US TREASURY

during the term of this Agreement – the RECIPIENT, when requesting reimbursement for eligible ARP expenditures, shall provide to the COUNTY a comprehensive and detailed list of all such expenditures on an itemized invoice, and shall also provide any backup documentation to support such expenditures. Said invoice must include a statement, signed by the RECIPIENT, indicating that all expenditures therein comport with the guidelines of the ARP as set forth by the US TREASURY. Reimbursement requests shall be submitted to the COUNTY no more than once per month. No reimbursement requests may be submitted to the COUNTY after December 31, 2024.

5. TIMELINE REGARDING THE DISSEMINATION OF FUNDS TO RECIPIENT

Upon receipt of the RECIPIENT's complete reimbursement request, the COUNTY shall disseminate funds for all eligible ARP expenditures therein within twenty (20) days of receipt of said reimbursement request. The dissemination of SLFRF funds shall only occur after the COUNTY reviews the RECIPIENT's reimbursement request to ensure that all expenditures detailed therein qualify for reimbursement in accordance with all published federal, state, and local guidance regarding the use of SLFRF funds as specified in the ARP. All payments from the COUNTY to the RECIPIENT are contingent on the availability of SLFRF funds to the COUNTY, and further subject to all applicable federal, state, and local laws regarding the governance of SLFRF funds within the ARP.

6. EVOLUTION OF ARP GUIDANCE FROM THE US TREASURY

The COUNTY may request additional information from the RECIPIENT, as needed, to meet any additional guidelines regarding the use of SLFRF funds that may be established by the US TREASURY during the scope of this Agreement.

7. TERMINATION

The COUNTY may terminate this Agreement, for convenience or otherwise and for no consideration or damages, upon prior written notice to the RECIPIENT.

8. INDEPENDENT CONTRACTOR

Each party under the Agreement shall be for all purposes an independent Contractor. Nothing contained herein will be deemed to create an association, a partnership, a joint venture, or a relationship of principal and agent, or employer and employee between the parties. The RECIPIENT shall not be, or be deemed to be, or act or purport to act, as an employee, agent, or representative of the COUNTY for any purpose.

9. HOLD HARMLESS AND INDEMNIFICATION

The RECIPIENT agrees to defend, indemnify, and hold the COUNTY, its officers, officials, employees, agents and representatives harmless from and against any and all claims, injuries, damages, losses or expenses, including without limitation personal injury, bodily injury, sickness, disease, or death, or damage to or destruction of property, which are alleged or proven to be caused in whole or in part by an act or omission of the RECIPIENT, its officers, directors, employees, and/or agents relating to the RECIPIENT's performance or failure to perform under this Agreement. This section shall

survive the expiration or termination of this Agreement.

10. COMPLIANCE WITH LAWS AND GUIDELINES

The RECIPIENT shall comply with all federal, state, and local laws and all requirements and published guidance set forth regarding the usage of any and all monies appropriated under the ARP.

11. MAINTENANCE AND AUDIT OF RECORDS

The RECIPIENT shall maintain records, books, documents, and other materials relevant to its performance under this Agreement. These records shall be subject to inspection, review, and audit by the COUNTY or its designees, and the US TREASURY for five (5) years following termination of this Agreement. If it is determined during the course of the audit that the RECIPIENT was reimbursed for unallowable costs under this Agreement or any, the RECIPIENT agrees to promptly reimburse the COUNTY for such payments upon request.

12. NOTICES

Any notices desired or required to be given hereunder shall be in writing, and shall be deemed received three (3) days after deposit with the US Postal Service (postage fully prepaid, certified mail, return receipt requested), and addressed to the party to which it is intended at its last known address, or to such person or address as either party shall designate to the other from time to time in writing forwarded in like manner:

RECIPIENT

Lt. Robert C.A. Carlson Post #1207, The American
Legion in Rockford Illinois
1011 South Alpine Road
Rockford, IL 61108

COUNTY

Winnebago County Administration Building
Attn: Patrick Thompson, County Administrator
404 Elm Street
Rockford, Illinois 61101

13. IMPROPER INFLUENCE

Each party warrants that it did not and will not employ, retain, or contract with any person or entity on a contingent compensation basis for the purpose of seeking, obtaining, maintaining, or extending this Agreement. Each party agrees, warrants, and represents that no gratuity whatsoever has been or will be offered or conferred with a view towards obtaining, maintaining, or extending this Agreement.

14. CONFLICT OF INTEREST

The elected and appointed officials and employees of the parties shall not have any personal interest, direct or indirect, which gives rise to a conflict of interest.

15. TIME

Time is of the essence in this Agreement.

16. SURVIVAL

The provisions of this Agreement that by their sense and purpose should survive expiration or termination of the Agreement shall so survive. Those provisions include without limitation Indemnification and Maintenance and Audit of Records.

17. AMENDMENT

No amendment or modification to the Agreement shall be effective without prior written consent of the authorized representatives of the parties.

18. GOVERNING LAW; VENUE

The Agreement shall be governed in all respects by the laws of the State of Illinois, both as to interpretation and performance, without regard to conflicts of law or choice of law provisions. Any action arising out of or in conjunction with the Agreement may be instituted and maintained only in the Circuit Court of the 17th Judicial Circuit of Winnebago County, Illinois.

19. NON-WAIVER

No failure on the part of the COUNTY to exercise, and no delay in exercising, any right hereunder shall operate as a waiver thereof, nor shall any single or partial exercise by the COUNTY of any right hereunder preclude any other or further exercise thereof or the exercise of any other right. The remedies herein provided are cumulative and not exclusive of any remedy available to the COUNTY at law or in equity.

20. BINDING EFFECT

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors.

21. ASSIGNMENT

The RECIPIENT shall not assign or transfer any of its interests in or obligations under this Agreement without the prior written consent of the COUNTY.

22. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the COUNTY and the RECIPIENT for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the parties with respect to this Agreement.

23. NO THIRD-PARTY BENEFICIARIES

Nothing herein shall or be deemed to create or confer any right, action, or benefit in, to, or on the part of any person or entity that is not a party to this Agreement. This provision shall not limit any obligation which either party has to the US TREASURY in connection with the use of ARP funds, including the obligations to provide access to records and cooperate with audits as provided in this Agreement.

24. CIVIL RIGHTS COMPLIANCE

Recipients of Federal financial assistance from the US TREASURY are required to meet legal requirements relating to nondiscrimination and nondiscriminatory use of Federal funds. Those requirements include ensuring that entities receiving Federal financial assistance from the US TREASURY do not deny benefits or services, or otherwise discriminate on the basis of race, color, national origin (including limited English proficiency), disability, age, or sex (including sexual orientation and gender identity), in accordance with the following authorities: Title VI of the Civil Rights Act of 1964 (Title VI) Public Law 88-352, 42 U.S.C. 2000d-1 et seq., and the Department's implementing regulations, 31 CFR part 22; Section 504 of the Rehabilitation Act of 1973 (Section 504), Public Law 93-112, as amended by Public Law 93-516, 29 U.S.C. 794; Title IX of the Education Amendments of 1972 (Title IX), 20 U.S.C. 1681 et seq., and the Department's implementing regulations, 31 CFR part 28; Age Discrimination Act of 1975, Public Law 94-135, 42 U.S.C. 6101 et seq., and the Department implementing regulations at 31 CFR part 23.

25. SEVERABILITY

In the event that one or more provisions of this Agreement shall be determined to be invalid by any court of competent jurisdiction or agency having jurisdiction thereof, the remainder of the Agreement shall remain in full force and effect and the invalid provisions shall be deemed deleted.

26. COUNTERPARTS

This Agreement may be executed in on or more counterparts, any of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

27. AUTHORIZATION

Each party signing below warrants to the other party, that they have the full power and authority to execute this Agreement on behalf of the party for whom they sign.

IN WITNESS WHEREOF, this Agreement is executed and shall become effective as of the last date signed below:

COUNTY OF WINNEBAGO, ILLINOIS

a 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: _____

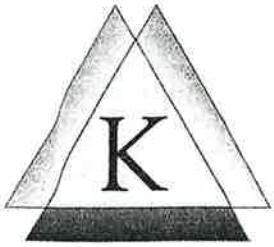
RECIPIENT

Signature

Date: _____

Printed Name

Lt. Robert C.A. Carlson Post #1207, The American Legion in Rockford Illinois
1011 South Alpine Road
Rockford, IL 61108



KPI

We do just about everything from the roof to below ground.

Business: American Legion Post 1207

Address: 1011 S Alpine Rd. Rockford, IL 61108

Wall Details:

- Removal of old retaining wall
- Provide the block needed to install new wall to print
- Provide Safety rail grade 8. Which will be black satin powder coated square tubing.
- Install two-layer silt fence and a bump wall. This will help protect from any roll of materials.
- Install an 8" thick by 12" wide footing for the block to set level.
- Install new landscaping grass, dirt, ETC.
- William Charles will repair the blacktop, there will be some damage due to heavy equipment.
- Nelson Carlson will install drain piping according to print.

Estimated cost \$ 176,450.00

Any questions feel free to call me at 815-222-3448

Respectfully,

Marvin Koch

KPI

7431 E. State Street #136
Rockford, IL 61108
815-222-3448

Phone # 815-222-3448

kochnj@msn.com

Estimate

Date	Estimate #
9/26/2022	1342

Name / Address
American Legion Post 1207 1011 S Alpine Rd. Rockford, IL 61108

			Project
Description	Qty	Rate	Total
This quote is for the retaining wall. We will remove old wall and install a new block wall. Includes Permits. Materials Block , Pipe, safety rail grade 8, silt fence, Cement footings 8" thick x 12" wide for placing the block, Lumber for footings. Blacktop to be repaired by William Charles. Drain pipe is to be installed by Nelson Carlson. Note: There is a 5 K allowance for chips trucking is hard to figure with fuel prices.		176,450.00	176,450.00
		Total	\$176,450.00

THIS BUILDING, IN ORDER TO MEET THE REQUIREMENTS OF THE ENVIRONMENTAL BARRIERS ACT, SHALL COMPLY WITH ALL APPLICABLE PROVISIONS OF THE STATE OF ILLINOIS CAPITAL DEVELOPMENT BOARD ACCESSIBILITY STANDARDS CODE, APRIL 24, 1987 EDITION, INCORPORATING BUT NOT LIMITED TO THE FOLLOWING WHETHER SHOWN ON THE REST OF THE PLANS OR NOT.

THERE SHALL BE AT LEAST ONE DESIGNATED AND MARKED ACCESSIBLE STALL 16'0" WIDE LOCATED AS CLOSE AS POSSIBLE TO THE SHORTEST ACCESSIBLE PATH OF TRAVEL TO THE BUILDING. PROVIDE SYMBOL OF ACCESSIBILITY SIGN WITH FINE WARNING IN UNOBSCURED LOCATION.

WALKS & RAMPS:
SIDEWALKS TO ENTRY DOORS TO BE A MINIMUM OF 5'0" WIDE AND FREE OF CURBS. CURB RAMPS TO HAVE SLOPES LESS THAN 1 IN 12. SURFACE TO HAVE A DETECTABLE WARNING TEXTURE. THE WALK MUST BE LEVEL AT THE ENTRY DOOR FOR 4'0" AND EXTEND 18" PAST THE PULL SIDE OF THE DOOR.

DOORS: ALL DOORS EXCEPT TO HAZARDOUS AREAS TO HAVE A MIN. CLEAR OPENING OF 28". DOORS IN SERIES SHALL BE A MINIMUM 20" APART AND OPEN IN THE SAME DIRECTION. FLOOR SHALL BE LEVEL 4'0" ON INSIDE AND 5'0" ON PULL SIDE OF DOORS. HANDRAILS SHALL BE A MINIMUM OF 16" FROM JAMB ON PULL SIDE OF DOORS. BOTTOM RAIL ON ALL DOORS 10" HIGH (MINIMUM). ALL THRESHOLDS TO BE 1/2" HIGH OR LESS.

WHICH SHALL BE KNURLED OR HAVE AN ABRASIVE FINISH.

INTERIOR CIRCULATION:
ALL CORRIDORS TO BE 4'0" MINIMUM IN WIDTH ON REQUIRED ACCESSIBLE FLOORS.
HANDRAILS SHOULD EXTEND 1'0" PAST THE TOP AND 1'0" + ONE TREAD PAST THE BOTTOM OF ALL FLIGHTS OF STAIRS.

ELEVATOR SHALL HAVE VISUAL AND AUDIBLE SIGNALS WITH TACTILE FLOOR DESIGNATIONS. PROVIDE A 10 S.F. AREA OF REFUGE INSIDE STAIR WALLS ON REQUIRED ACCESSIBLE FLOORS. A LIGHTED "AREA OF REFUGE" SIGN POWERED FROM AN EMERGENCY SOURCE SHALL BE PROVIDED. TOLL ET BOOMS.

PROVIDE ONE WALL/STALL 3'X5' - FOR EACH SEX WITH ONE HANDICAPPED WATER CLOSET, ONE SET, 3'X4' CLEAR OPENING OUT SHOWERING AREA.
PROVIDE 2' CLEAR OPENING OVER SHOWERING AREA WITH WATER SUPPLY INSULATED, MAX HT OF LAV TOP IS 210".
PROVIDE ONE LAVATORY FOR EACH SEX (WHEN OVER 5 EMPLOYEES ARE PRESENT). FAUCETS TO BE PUSH BUTTON OR INFRARED WITH AUTO MATIC SHUT OFF.
PROVIDE ONE HANDICAPPED URINAL IN MEN'S RESTROOM WHEN A URINAL IS SHOWN.
PROVIDE ONE MIRROR WITH BOTTOM OF REFLECTIVE EDGE A MAXIMUM 3'4" ABOVE FLOOR

IF A DRINKING FOUNTAIN IS PROVIDED IT SHALL MEET THE REQUIREMENTS FOR THE HANDICAPPED. SPOUT HEIGHT SHALL BE MAX 36" ABOVE FLOOR, KNEE CLEARANCE 27" MIN. A HIGH/LOW FOUNTAIN SHALL BE PROVIDED TO ACCOMMODATE BOTH WHEELCHAIR AND ARTHRITIC FOUNTAIN USERS

PROVIDE TACTILE SIGNS FOR CORRIDORS, RESTROOMS, AND EXIT DOORS. MOUNT SIGNS 60" ABOVE F.
TO THE CENTER OF THE SIGN AND MOUNTED ON THE LATCH SIDE OF THE DOOR NOT ON THE DOOR.

BOTH VISUAL AND AUDIBLE SIGNALS AND ALARMS SHALL BE PROVIDED WHEN AI ARMS ARE REQUIRED.

FOR ACQUAINTING HIMSELF WITH ANSI A117.1, THE STATE OF ILLINOIS CAPITAL DEVELOPMENT BOARD ACCESSIBILITY CODE AND THE FEDERAL AMERICANS WITH DISABILITIES ACT, AND SHALL BE RESPONSIBLE

ALL SUB-CONTRACTORS, EACH AS HIS TRADE APPLIES, SHALL BE RESPONSIBLE FOR RECONCILIATION OF CONTRADICTIONS OR INCOMPLETE INFORMATION PERTAINING TO THE ABOVE REFERENCED STANDARDS.

[illegible]

I HAVE PREPARED, OR CAUSED TO BE PREPARED UNDER MY DIRECT SUPERVISION THE ATTACHED PLANS AND SPECIFICATIONS, AND STATE THAT, TO THE BEST OF MY KNOWLEDGE AND BELIEF AND TO THE BEST OF MY CONSCIENCE, THEY COMPLY WITH ALL COMPLIANCE WITH THE ENVIRONMENTAL BARRIERS ACT [40 ILCS 25] AND THE ILLINOIS ACCESSIBILITY CODE [IN ALL ADA CODE 400].

NOR DO I HAVE ANY MATERIAL REASON TO BELIEVE THAT ANY PROCESS TO INTEREST DISABILITY RIGHTS AS PART OF THE CIVIL RIGHTS ACT AND NOT A CODE, ADA COMPLIANCE CAN NOT BE CERTIFIED TO.

TO THE BEST OF MY ABILITY AND KNOWLEDGE, I HAVE INTERPRETED SECTION 17(C) OF THE CIVIL RIGHTS ACT AS MEANING THAT ANY COMPLIANT WITH THIS IS INTERPRETED COMPLIANCE, NOT CERTIFICATION.

SIGNED _____ DATE 06/19/88

THE DESIGN AND PLANNING IDEAS CONTAINED IN THESE DRAWINGS ARE THE SOLE PROPERTY OF THE DESIGNER. THESE DRAWINGS AND PLANS ARE TO BE USED OR COPIED BY ANY OTHER PERSON, FIRM, OR COMPANY WITHOUT THE WRITTEN PERMISSION OF THE DESIGNER. THIS ACTION CONSTITUTES PLAGIARISM AND IS PROHIBITED BY LAW.

COPYRIGHT NOTICE 2022

PLAN REVIEW INFORMATION

City of Rockford Zoning Ordinance

- 2016 ICC IEBC International Building Code (W/ local amendments)
- 2016 ICC IEBC International Existing Building Code (W/ local amendments)
- 2016 CDB IBC Accessibility Code
- 2016 ICC IECC International Energy Conservation Code (W/ 2016 state amendment)
- 2016 ICC IFBC International Fire Code (W/ local amendments)
- 2024 NFPA 70 IEBC National Electrical Code (W/ local amendments)
- 2016 ICC IMBC International Mechanical Code (W/ local amendments)
- 2016 ICC IFBC International Fire Code (W/ local amendments)
- 2014 IFBC IFBC International Plumbing Code (W/ local amendments)
- 2016 ICC IFMBC International Property Maintenance Code (W/ local amendments)
- 2016 ICC ISPC International Swimming Pool Code (W/ local amendments)
- 2016 NFPA 101 Life Safety Code, per the State Fire Marshal

SHEET#	DESCRIPTION
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PROJECT NO. 154-22

10

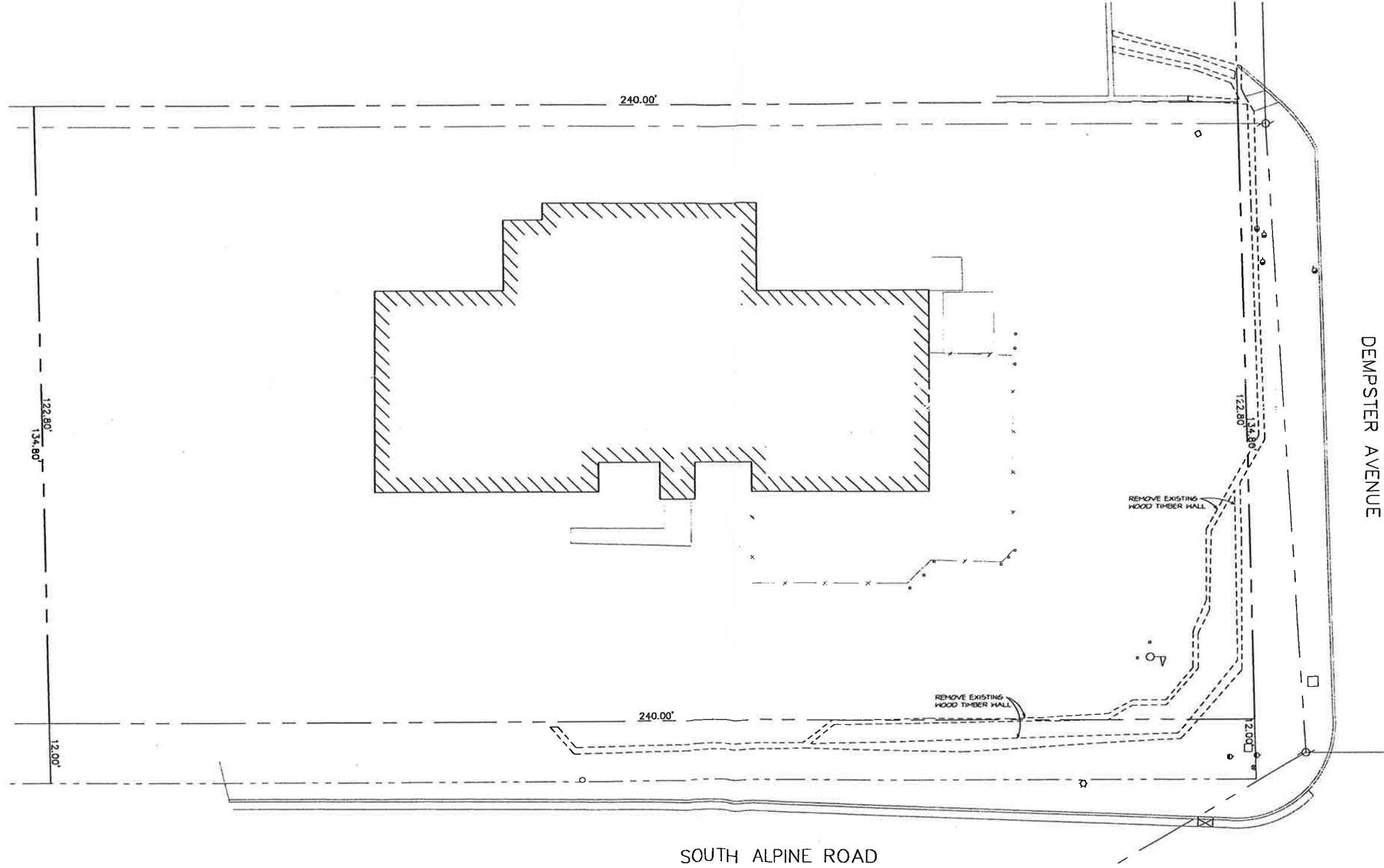
DATE: 06/23/2010	REVISIONS:

ARCHITECT:

JEFFREY A. MYERS, P.C.
10395 GLEN ABBEY CLOSE
ROCKFORD, ILLINOIS 61107
(815) 540-5823
E-mail: j.a.myers@mchsi.com

GENERAL CONTRACTOR

American Legion Post 1207
1011 S. ALPINE RD.
ROCKFORD, IL 61108



DEMOLITION SITE PLAN
SCALE: 1" = 10'-0"



PROJECT NO. 154-22	DATE: 06/23/22	ARCHITECT:	GENERAL CONTRACTOR	American Legion Post 1207 1011 S. ALPINE RD. ROCKFORD, IL 61108
REVISIONS:		JEFFREY A. MYERS, P.C. 10395 GLEN ABBEY CLOSE ROCKFORD, ILLINOIS 61107 (815) 540-5823 E-mail: j.a.myers@mchsl.com		
D1				



ARCHITECTURAL SITE PLAN
SCALE: 1" = 10'-0"



Call
Before
You Dig

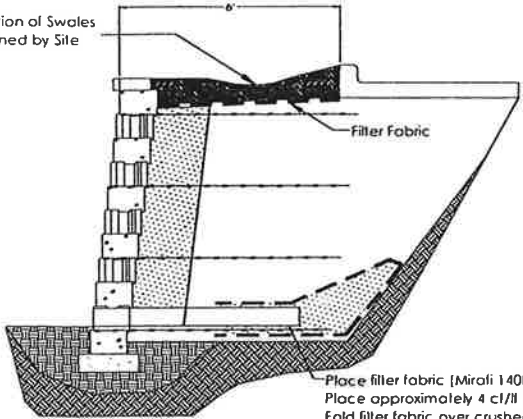
JULIE

1011 S. ALPINE RD.
ROCKFORD, IL 61108

10

Typical Heel Drain Option
Classic 8

Size and location of Swales
to be determined by Site
Engineer

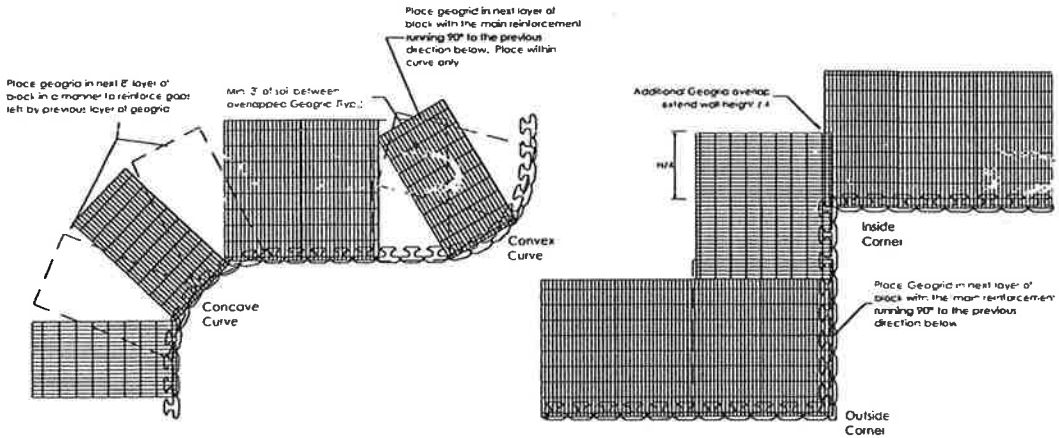


Place filter fabric (Mirafi 140N) along the length of backcut.
Place approximately 4 cfl of crushed rock onto filter fabric.
Fold filter fabric over crushed rock. At intervals of 25' to 75',
stub out a 4" non-perforated pvc pipe from heel drain through
face of wall at finish grade.

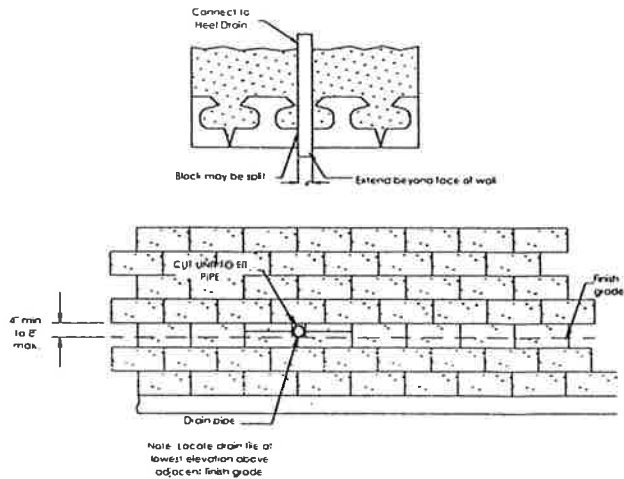
Typical Heel Drain Option
(Seepage / potential seepage)

Scale: None

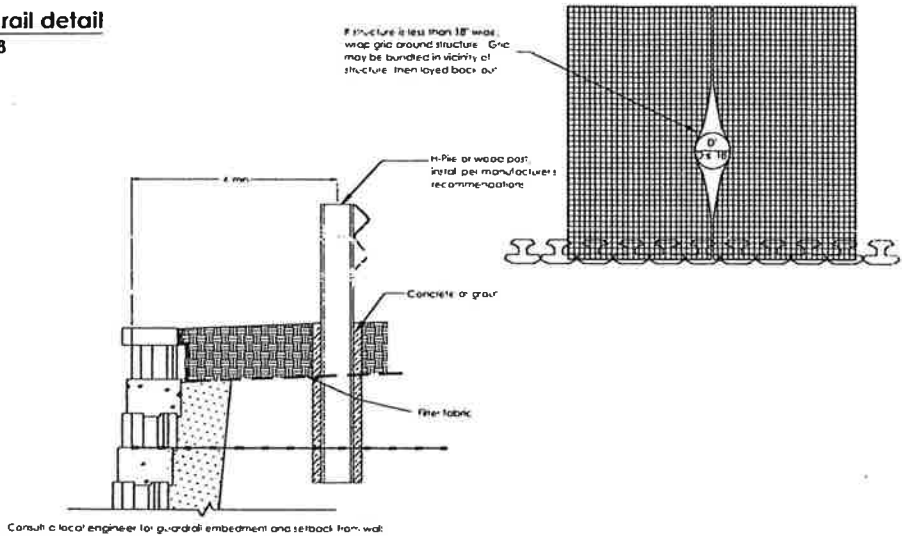
Geogrid Details
Classic™



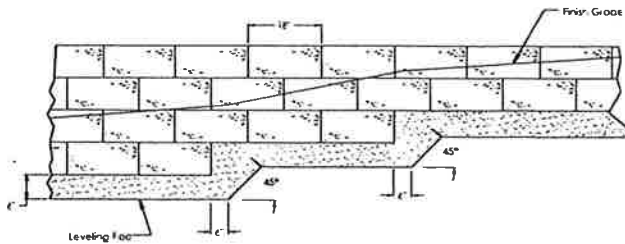
Drain Tile Outlet Through Wall
Classic™



Guard rail detail
Classic 8



Leveling Pad Step Detail
Classic™



PROJECT NO.: 134-22

DATE: 06/23/22

REVISIONS:

A2

ARCHITECT:

JEFFREY A. MYERS, P.C.
10395 GLEN ABBEY CLOSE
ROCKFORD, ILLINOIS 61107
(815) 540-5823
E-mail: j.a.myers@mchsl.com

GENERAL CONTRACTOR

American Legion Post 1207
1011 S. ALPINE RD.
ROCKFORD, IL 61108



Resolution Executive Summary

Prepared By: David J. Rickert
Committee: Finance Committee
Committee Date: 10-20-2022
Resolution Title: Resolution to Fund Children's Advocacy Center with ARPA Funds
County Code: N/A
Board Meeting Date: 10-27-2022

Budget Information:

Was item budgeted? Yes	Appropriation Amount: \$72,000
If not, explain funding source: American Rescue Plan Act	
ORG/OBJ/Project Code: 61300	Budget Impact: N/A

Background Information: The Children's Advocacy Center of Winnebago County provides a comprehensive multi-disciplinary response to child sexual abuse and serious physical abuse allegations in a neutral, child-focused setting. The overall purpose is to coordinate and track the investigations, medical treatment, counseling referrals, prosecution and training in order to protect the best interests of the child victims and their families.

If awarded, the funding will supplement our current budget; specifically covering our rent. Current grant funding only partially covers salaries and benefits. So, we rely on our unrestricted funding sources (i.e. fines and fees, property tax referendum, and fund raising) to make up other deficits.

Recommendation: Administration Supports

Contract/Agreement: See attachment

Legal Review: N/A

Baker Tilly Review: Approved

Follow-Up: Funds are subject to compliance with ARPA requirements

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

Sponsored by: Jaime Salgado, Committee Chairman

Submitted by: Finance Committee

2022 CR

RESOLUTION TO FUND CHILDREN'S ADVOCACY CENTER WITH ARPA FUNDS

WHEREAS, The Children's Advocacy Center of Winnebago County provides a comprehensive multi-disciplinary response to child sexual abuse and serious physical abuse allegations in a neutral, child-focused setting. The overall purpose is to coordinate and track the investigations, medical treatment, counseling referrals, prosecution and training in order to protect the best interests of the child victims and their families. If awarded, the funding will supplement our current budget; specifically covering our rent. Current grant funding only partially covers salaries and benefits. So, we rely on our unrestricted funding sources (i.e. fines and fees, property tax referendum, and fund raising) to make up other deficits. ; and;

WHEREAS, in May 2021, Winnebago County Board received funds through the American Rescue Plan; and

WHEREAS, the Finance Committee of the County Board for the County of Winnebago, Illinois, has reviewed the proposal for the aforementioned request and recommends awarding; and

NOW, THEREFORE, BE IT RESOLVED, by the County Board of the County of Winnebago, Illinois, that the County Board Chairman is authorized to disburse \$72,000 to The Children's Advocacy Center of Winnebago County for said activities. Subject to the attached terms and conditions in the sub recipient 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 Director of Purchasing, Finance Director, County Board Office, and County Auditor.

Respectfully Submitted,
FINANCE COMMITTEE

AGREE

DISAGREE

JAIME SALGADO, CHAIRMAN

JAIME SALGADO, CHAIRMAN

STEVE SCHULTZ, VICE CHAIRMAN

STEVE SCHULTZ, VICE CHAIRMAN

PAUL ARENA

PAUL ARENA

JOHN BUTITTA

JOHN BUTITTA

JEAN CROSBY

JEAN CROSBY

JOE HOFFMAN

JOE HOFFMAN

KEITH McDONALD

KEITH MC DONALD

The above and foregoing Resolution was adopted by the County Board of the County of Winnebago, Illinois this ____ day of _____ 2022.

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

Coronavirus Funding Relief Funding Checklist

American Rescue Plan (ARP) Act Checklist

Last updated: 7/26/2021

Ver. 1.02

Requesting Department: Children's Advocacy
Center

Individual Submitting Request: Kathy Pomahac

Date of Request: 5/26/2022

Overarching Principles

Describe the need that was caused by COVID-19

The Children's Advocacy Center of Winnebago County provides a comprehensive multi-disciplinary response to child sexual abuse and serious physical abuse allegations in a neutral, child-focused setting. The overall purpose is to coordinate and track the investigations, medical treatment, counseling referrals, prosecution and training in order to protect the best interests of the child victims and their families.

The Children's Advocacy Center of Winnebago County serves well over 650 children and their non-offending caretakers each year. Services are provided free of charge to all families that are referred. Services include Forensic Interviews, Crisis Intervention Counseling, and Court Advocacy. It is important to note, that child abuse didn't stop during the pandemic. In fact, numbers of cases increased same with the severity of the abuse becoming even more heinous.

While we are not considered first responders, our partners who rely on our services are first responders i.e. law enforcement. Therefore, the demands on our services require us to be available at any time an allegation is made. Because there is no way to provide our hands on services from home, we have remained open and accessible throughout the pandemic.

Our grants mandate that our services be provided without interruption. So, we had no choice but to get creative during the pandemic. Masks and constant sanitation were only a part of the solution. We were forced to restrict the number of people who could be in the Center at any given time, staff were rotated in and out on an as needed basis, team meetings, which are a critical component of our process, were made virtual, etc.

Describe how this cost will meet the need noted above

If awarded, the funding will supplement our current budget; specifically covering our rent. Current grant funding only partially covers salaries and benefits. So, we rely on our unrestricted funding sources (i.e. fines and fees, property tax referendum, and fund raising) to make up other deficits.

However, we have experienced a very impactful drop in funding in our unrestricted funding sources. Fines and fees have dropped from over \$70,000 to less than \$20,000. Our tax referendum has dropped from over \$180,000 to \$150,000. And with COVID, we have had minimal success at securing funds through fund raising, community awareness events, and other activities.

As it stands currently, we are running at a deficit within the county that we are attempting to "make up." In fact the county predicts that we will be at a \$136,000 deficit by the end of the next fiscal year. Therefore, this funding could significantly reduce our deficit.

Supporting Documentation
<i>Please provide a listing of supporting documents being submitted with this request:</i>
n/a

Eligibility Dating
<i>When is it anticipated that the costs will be incurred?</i>
2022-2026

Does the cost fall within one of the eligible categories?

Yes / No

Public Health and Economic Impacts	
<i>Does the cost relate to one of the following subcategories?</i>	
COVID-19 response and prevention	No
Public health and safety staff	No
Hiring state and local government staff	No
Assistance to unemployed workers	No
Contributions to state unemployment insurance trust funds	No
Small businesses	No
Nonprofits	No
Assistance to households	No
Aid to impacted industries	No
Expenses to improve efficacy of public health or economic relief programs	No
Survivor's benefits	No
Disproportionately impacted populations and communities	Yes

Premium Pay	
<i>Are the following requirements met?</i>	
Is the employer eligible?	No
Is the worker considered to be essential?	No
Pay rates and maximums stay within the allowable amounts:	No
- \$13/hour in additional wages above normal rate	No
- \$25,000 per eligible worker	No
- Total pay does not exceed 150 percent of average annual wage within relevant state	No

Revenue Loss	
<i>Assuming there is a revenue loss determined via the allowed calculation:</i>	
Is the cost considered to be related to provision of government services?	No
Cost is not related to debt service and related issuance costs	No
Cost is not related to settlements or judgments	No
Funds are not being used to replenish financial reserve funds	No

Investments in Infrastructure	
<i>Is the cost related to one of the following subcategories:</i>	
Water system infrastructure	No
Sewer system infrastructure	No
Broadband infrastructure	No



Resolution Executive Summary

Prepared By: David J. Rickert
Committee: Finance Committee
Committee Date: 10-20-2022
Resolution Title: Resolution to Fund Rockford Area Habitat for Humanity
Housing Plan with ARPA Funds
County Code: N/A
Board Meeting Date: 10-27-2022

Budget Information:

Was item budgeted? Yes	Appropriation Amount: \$250,000
If not, explain funding source: American Rescue Plan Act	
ORG/OBJ/Project Code: 61300	Budget Impact: N/A

Background Information: For over three decades, Rockford Area Habitat for Humanity (RAHFH) responded to a need for safe, affordable housing. While they previously addressed this need by providing new and rehabbed housing stock for first time home buyers going through their homeownership program, the pandemic brought to light the need to preserve existing housing stock in order to maintain safety and affordability for existing homeowners. With the proper resources, RAHFH can execute the critical home repairs needed to keep people in their own, owner-occupied homes longer, keep their houses safe and accessible, and keep the cost of housing affordable for existing low-income homeowners in our community.

Recommendation: N/A
Contract/Agreement: See attachment
Legal Review: N/A
Baker Tilly Review: Approved
Follow-Up: Funds are subject to compliance with ARPA requirements and sub recipient agreement

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

Sponsored by: Jaime Salgado, Committee Chairman

Submitted by: Finance Committee

2022 CR

RESOLUTION TO FUND ROCKFORD AREA HABITAT FOR HUMANITY
HOUSING PLAN WITH ARPA FUNDS

WHEREAS, for over three decades, Rockford Area Habitat for Humanity (RAHFH) responded to a need for safe, affordable housing. While they previously addressed this need by providing new and rehabbed housing stock for first time home buyers going through their homeownership program, the pandemic brought to light the need to preserve existing housing stock in order to maintain safety and affordability for existing homeowners. With the proper resources, RAHFH can execute the critical home repairs needed to keep people in their own, owner-occupied homes longer, keep their houses safe and accessible, and keep the cost of housing affordable for existing low-income homeowners in our community.; and

WHEREAS, in May 2021, Winnebago County Board received funds through the American Rescue Plan; and

WHEREAS, the Finance Committee of the County Board for the County of Winnebago, Illinois, has reviewed the proposal for the aforementioned request and recommends awarding; and

NOW, THEREFORE, BE IT RESOLVED, by the County Board of the County of Winnebago, Illinois, that the County Board Chairman is authorized to disburse \$250,000 to Habitat for Humanity for said activities. Subject to the attached terms and conditions in the sub recipient 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 Director of Purchasing, Finance Director, County Board Office, and County Auditor.

Respectfully Submitted,
FINANCE COMMITTEE

AGREE

DISAGREE

JAIME SALGADO, CHAIRMAN

JAIME SALGADO, CHAIRMAN

STEVE SCHULTZ, VICE CHAIRMAN

STEVE SCHULTZ, VICE CHAIRMAN

PAUL ARENA

PAUL ARENA

JOHN BUTITTA

JOHN BUTITTA

JEAN CROSBY

JEAN CROSBY

JOE HOFFMAN

JOE HOFFMAN

KEITH McDONALD

KEITH MC DONALD

The above and foregoing Resolution was adopted by the County Board of the County of Winnebago, Illinois this ____ day of _____ 2022.

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

ARP SUBRECIPIENT AGREEMENT

By and Between
THE COUNTY OF WINNEBAGO, ILLINOIS
and
ROCKFORD AREA HABITAT FOR HUMANITY

FOR AMERICAN RESCUE PLAN ACT (“ARP”) FUNDS

THIS ARP SUBRECIPIENT AGREEMENT (hereinafter “AGREEMENT”) is made by and between the County of Winnebago, Illinois, a body politic and corporate (hereinafter “COUNTY”), and the Rockford Area Habitat for Humanity (hereinafter “RECIPIENT”).

WHEREAS, on March 11, 2021, President Joseph R. Biden signed into law the American Rescue Plan Act of 2021 (hereinafter “ARP”); and

WHEREAS, on May 10, 2021, the United States Department of the Treasury (hereinafter “US TREASURY”) published guidance regarding the allowable usage of the Coronavirus State and Local Fiscal Recovery Funds (hereinafter “SLFRF”) to be disseminated to local governments in accordance with the ARP; and

WHEREAS, the grand total allocation of SLFRF funds to the COUNTY, as published by the US TREASURY, is \$54,886,298.00; and

WHEREAS, the COUNTY received the first fifty percent (50%) of its SLFRF allocation (\$27,443,149.00) on May 15, 2021 and the second allocation on June 9, 2022; and

WHEREAS, the RECIPIENT, submitted a written request to the COUNTY on August 31st, 2022 for two hundred and fifty thousand dollars (\$250,000) in COVID-19 relief funds to provide economic assistance to a nonprofit organization impacted by COVID-19; and

WHEREAS, the COUNTY intends to allocate a portion of its SLFRF funds to Rockford Area Habitat for Humanity within Winnebago County, Illinois that has suffered negative economic impacts as a result of the COVID-19 pandemic in accordance with all federal, state, and local guidelines regarding the usage of SLFRF funds; and

WHEREAS, under section 602(c)(3) of the ARP, the COUNTY may transfer funds to a private nonprofit entity for the purpose of meeting ARP’s goals; and

WHEREAS, in an effort to provide additional guidance regarding the eligible uses of SLFRF funds, the US TREASURY published a document containing answers to Frequently Asked Questions regarding Coronavirus State and Local Fiscal Recovery Funds as of July 19, 2021 (hereinafter “FAQ”); and

WHEREAS, during their regular public meeting on 10-27-2022, the County Board of Winnebago County, Illinois (hereinafter “BOARD”) approved the aforementioned request from the RECIPIENT subject to all federal, state, and local guidelines regarding the usage of SLFRF funds, including any contractual guidelines set forth by the BOARD, as well as any audit requirements; and

WHEREAS, the COUNTY and RECIPIENT desire to enter into this Agreement.

NOW, THEREFORE, in consideration of the foregoing recitals which are incorporated herein by reference, and the terms and conditions set forth below, the parties agree as follows:

1. EFFECTIVE DATE AND TERM

This Agreement shall commence when last executed by all parties and remain in effect no later than December 31, 2024, unless terminated by the COUNTY in writing.

2. GRAND TOTAL SLFRF FUNDS TO BE DISSEMINATED TO RECIPIENT

The grand total sub award of SLFRF funds to be disseminated by the COUNTY to the RECIPIENT as part of this Agreement shall not exceed two hundred and fifty thousand dollars (\$250,000).

3. LIMITATIONS REGARDING THE USE OF SLFRF FUNDS

The RECIPIENT shall ensure that all expenditures utilizing SLFRF funds received in accordance with this Agreement shall be limited to only those eligible services outlined in Section 602 (c) (3) of the US TREASURY ARP FAQ, which states that:

Under section 602(c)(3) of the Social Security Act, a State, territory, or Tribal government may transfer funds to a “private nonprofit organization . . . , a Tribal organization . . . , a public benefit corporation involved in the transportation of passengers or cargo, or a special-purpose unit of State or local government.” Similarly, section 603(c)(3) authorizes a local government to transfer funds to the same entities (other than Tribal organizations). The interim final rule clarified that the lists of transferees in sections 602(c)(3) and 603(c)(3) are not exclusive, and the final rule clarified that recipients may transfer funds to any entity to carry out, as a subrecipient, an eligible activity on behalf of the SLFRF recipient (transferor), as long as they comply with the SLFRF Award Terms and Conditions and other applicable requirements. A transferee receiving a transfer from a recipient under sections 602(c)(3) and 603(c)(3) will be considered a subrecipient and will be expected to comply with all subrecipient reporting requirements. Additionally, a recipient can provide funds to an entity, including a nonprofit organization, for the purpose of directly benefitting the entity as a result of the entity experiencing a public health impact or negative economic impact of the pandemic. In this instance, these entities will be considered beneficiaries, not subrecipients, and will not be expected to comply with subrecipient reporting requirements. Beneficiary reporting requirements will apply.

4. REPORTING REQUIREMENTS TO ENSURE COMPLIANCE WITH ARP

In order to ensure compliance with the existing ARP guidelines set forth by the US TREASURY – while also ensuring that all expenditures within the scope of this Agreement adhere to future guidelines that may be established by the US TREASURY

during the term of this Agreement – the RECIPIENT, when requesting reimbursement for eligible ARP expenditures, shall provide to the COUNTY a comprehensive and detailed list of all such expenditures on an itemized invoice, and shall also provide any backup documentation to support such expenditures. Said invoice must include a statement, signed by the RECIPIENT, indicating that all expenditures therein comport with the guidelines of the ARP as set forth by the US TREASURY. Reimbursement requests shall be submitted to the COUNTY no more than once per month. No reimbursement requests may be submitted to the COUNTY after December 31, 2024.

5. TIMELINE REGARDING THE DISSEMINATION OF FUNDS TO RECIPIENT

Upon receipt of the RECIPIENT's complete reimbursement request, the COUNTY shall disseminate funds for all eligible ARP expenditures therein within twenty (20) days of receipt of said reimbursement request. The dissemination of SLFRF funds shall only occur after the COUNTY reviews the RECIPIENT's reimbursement request to ensure that all expenditures detailed therein qualify for reimbursement in accordance with all published federal, state, and local guidance regarding the use of SLFRF funds as specified in the ARP. All payments from the COUNTY to the RECIPIENT are contingent on the availability of SLFRF funds to the COUNTY, and further subject to all applicable federal, state, and local laws regarding the governance of SLFRF funds within the ARP.

6. EVOLUTION OF ARP GUIDANCE FROM THE US TREASURY

The COUNTY may request additional information from the RECIPIENT, as needed, to meet any additional guidelines regarding the use of SLFRF funds that may be established by the US TREASURY during the scope of this Agreement.

7. TERMINATION

The COUNTY may terminate this Agreement, for convenience or otherwise and for no consideration or damages, upon prior written notice to the RECIPIENT.

8. INDEPENDENT CONTRACTOR

Each party under the Agreement shall be for all purposes an independent Contractor. Nothing contained herein will be deemed to create an association, a partnership, a joint venture, or a relationship of principal and agent, or employer and employee between the parties. The RECIPIENT shall not be, or be deemed to be, or act or purport to act, as an employee, agent, or representative of the COUNTY for any purpose.

9. HOLD HARMLESS AND INDEMNIFICATION

The RECIPIENT agrees to defend, indemnify, and hold the COUNTY, its officers, officials, employees, agents and representatives harmless from and against any and all claims, injuries, damages, losses or expenses, including without limitation personal injury, bodily injury, sickness, disease, or death, or damage to or destruction of property, which are alleged or proven to be caused in whole or in part by an act or omission of the RECIPIENT, its officers, directors, employees, and/or agents relating to the RECIPIENT's performance or failure to perform under this Agreement. This section shall

survive the expiration or termination of this Agreement.

10. COMPLIANCE WITH LAWS AND GUIDELINES

The RECIPIENT shall comply with all federal, state, and local laws and all requirements and published guidance set forth regarding the usage of any and all monies appropriated under the ARP.

11. MAINTENANCE AND AUDIT OF RECORDS

The RECIPIENT shall maintain records, books, documents, and other materials relevant to its performance under this Agreement. These records shall be subject to inspection, review, and audit by the COUNTY or its designees, and the US TREASURY for five (5) years following termination of this Agreement. If it is determined during the course of the audit that the RECIPIENT was reimbursed for unallowable costs under this Agreement or any, the RECIPIENT agrees to promptly reimburse the COUNTY for such payments upon request.

12. NOTICES

Any notices desired or required to be given hereunder shall be in writing, and shall be deemed received three (3) days after deposit with the US Postal Service (postage fully prepaid, certified mail, return receipt requested), and addressed to the party to which it is intended at its last known address, or to such person or address as either party shall designate to the other from time to time in writing forwarded in like manner:

RECIPIENT

Rockford Area Habitat for Humanity
5183 Harlem Rd.
Loves Park, IL 61111

COUNTY

Winnebago County Administration Building
Attn: Patrick Thompson, County Administrator
404 Elm Street
Rockford, Illinois 61101

13. IMPROPER INFLUENCE

Each party warrants that it did not and will not employ, retain, or contract with any person or entity on a contingent compensation basis for the purpose of seeking, obtaining, maintaining, or extending this Agreement. Each party agrees, warrants, and represents that no gratuity whatsoever has been or will be offered or conferred with a view towards obtaining, maintaining, or extending this Agreement.

14. CONFLICT OF INTEREST

The elected and appointed officials and employees of the parties shall not have any personal interest, direct or indirect, which gives rise to a conflict of interest.

15. TIME

Time is of the essence in this Agreement.

16. SURVIVAL

The provisions of this Agreement that by their sense and purpose should survive expiration or termination of the Agreement shall so survive. Those provisions include without limitation Indemnification and Maintenance and Audit of Records.

17. AMENDMENT

No amendment or modification to the Agreement shall be effective without prior written consent of the authorized representatives of the parties.

18. GOVERNING LAW; VENUE

The Agreement shall be governed in all respects by the laws of the State of Illinois, both as to interpretation and performance, without regard to conflicts of law or choice of law provisions. Any action arising out of or in conjunction with the Agreement may be instituted and maintained only in the Circuit Court of the 17th Judicial Circuit of Winnebago County, Illinois.

19. NON-WAIVER

No failure on the part of the COUNTY to exercise, and no delay in exercising, any right hereunder shall operate as a waiver thereof, nor shall any single or partial exercise by the COUNTY of any right hereunder preclude any other or further exercise thereof or the exercise of any other right. The remedies herein provided are cumulative and not exclusive of any remedy available to the COUNTY at law or in equity.

20. BINDING EFFECT

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors.

21. ASSIGNMENT

The RECIPIENT shall not assign or transfer any of its interests in or obligations under this Agreement without the prior written consent of the COUNTY.

22. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the COUNTY and the RECIPIENT for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the parties with respect to this Agreement.

23. NO THIRD-PARTY BENEFICIARIES

Nothing herein shall or be deemed to create or confer any right, action, or benefit in, to, or on the part of any person or entity that is not a party to this Agreement. This provision shall not limit any obligation which either party has to the US TREASURY in connection with the use of ARP funds, including the obligations to provide access to records and cooperate with audits as provided in this Agreement.

24. CIVIL RIGHTS COMPLIANCE

Recipients of Federal financial assistance from the US TREASURY are required to meet legal requirements relating to nondiscrimination and nondiscriminatory use of Federal funds. Those requirements include ensuring that entities receiving Federal financial assistance from the US TREASURY do not deny benefits or services, or otherwise discriminate on the basis of race, color, national origin (including limited English proficiency), disability, age, or sex (including sexual orientation and gender identity), in accordance with the following authorities: Title VI of the Civil Rights Act of 1964 (Title VI) Public Law 88-352, 42 U.S.C. 2000d-1 et seq., and the Department's implementing regulations, 31 CFR part 22; Section 504 of the Rehabilitation Act of 1973 (Section 504), Public Law 93-112, as amended by Public Law 93-516, 29 U.S.C. 794; Title IX of the Education Amendments of 1972 (Title IX), 20 U.S.C. 1681 et seq., and the Department's implementing regulations, 31 CFR part 28; Age Discrimination Act of 1975, Public Law 94-135, 42 U.S.C. 6101 et seq., and the Department implementing regulations at 31 CFR part 23.

25. SEVERABILITY

In the event that one or more provisions of this Agreement shall be determined to be invalid by any court of competent jurisdiction or agency having jurisdiction thereof, the remainder of the Agreement shall remain in full force and effect and the invalid provisions shall be deemed deleted.

26. COUNTERPARTS

This Agreement may be executed in on or more counterparts, any of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

27. AUTHORIZATION

Each party signing below warrants to the other party, that they have the full power and authority to execute this Agreement on behalf of the party for whom they sign.

IN WITNESS WHEREOF, this Agreement is executed and shall become effective as of the last date signed below:

COUNTY OF WINNEBAGO, ILLINOIS

a 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: _____

RECIPIENT

Signature

Date: _____

Printed Name

Rockford Area Habitat for Humanity
5183 Harlem Rd.
Loves Park, Il 61111

Attachment

2022

A Proposal to Winnebago County



1. Identification of Applicant

Name of Organization	Rockford Area Habitat for Humanity
Contact Person for Organization	Keri Asevedo, Executive Director
Address	5183 Harlem Rd. Loves Park, IL 61111
Telephone	815-636-4573
E-Mail Address	KeriAsevedo@RockfordHabitat.org
Website	www.rockfordhabitat.org

2. Executive Summary

Our mission at Rockford Area Habitat for Humanity (RAHFH) is to help households achieve strength, stability, and independence in their housing. Over the last three decades, we have executed this mission primarily by creating more equitably accessible homeownership opportunity for low-income households in Winnebago County through the construction and sale of affordable homes.

RAHFH was incorporated in 1988 by a small group of individuals who believed that working class families in our community needed a chance at the American dream of owning a home. Since that time, we have built 138 homes in Winnebago County and originated 160 affordable, 0%-interest mortgages, providing owner-occupied housing for 170 adults and 400+ children. We have invested millions of dollars and thousands of hours of work into our community to ensure that low-income families have an equitable chance at safe housing and bright futures.

We see our traditional homeownership program as falling along a continuum of housing needs within our community. This continuum ranges from services for those experiencing homelessness to affordable rental housing to home preservation and modifications for existing homeowners to “age in place.”

Funding to add a significant critical home repair program to RAHFH’s work would ameliorate our mission of helping households achieve independence in their housing by allowing us to strengthen and stabilize a broader segment of households along this continuum. With the proper resources, RAHFH can execute the critical home repairs needed to keep people in their own, owner-occupied homes longer, keep their houses safe and accessible, and keep the cost of housing affordable for existing low-income homeowners in our community.



LEFT: A roof repair RAHFH completed on Rockford's southeast side in 2020 for a low-income homeowner.

3. The Need

For over three decades, Rockford Area Habitat for Humanity (RAHFH) has responded to a need in our community for safe, affordable housing. While we have previously addressed this need by providing new and rehabbed housing stock for first time home buyers going through RAHFH's homeownership program, we are aware that there is a growing and tremendous need to preserve existing housing stock in order to maintain safety and affordability for existing homeowners.

Daily, we take phone calls at our office from existing homeowners who are struggling to meet the critical repair needs on their homes because the repairs require resources beyond their financial means, and they are not covered by insurance, often because of the age of the home. While the County and other organizations are able to address some of these projects, restrictions from funding sources paired with overwhelming demand can leave many households in the cracks.

When homeowners cannot find resources to help address the repair needs on their homes, the issues begin to rapidly compound into even more unmanageable issues with the home. Leaking roofs lead to mold issues; collapsing porches lead to accessibility and liability issues; broken windows lead to rot. As these issues become increasingly complex, the home rapidly loses its value and becomes harder to save, which is a loss not only to the homeowner but to the broader neighborhood and community as well. According to the American Center for Progress, deteriorating and abandoned homes draw down surrounding property values and have direct costs to the municipality associated with inspections, fire calls, and loss of property taxes.

We believe that we can help homeowners address these critical repair needs before they get out of hand through a model very similar to our homeownership program, based on income eligibility and need. At the same time as this program would provide a critical service to Winnebago County residents, it will also help preserve the integrity, livability, and value of the housing stock itself. It is also a strategy to preserve affordable housing units in the county if the owner is paying less than 30% of their monthly income on the mortgage. In strong housing markets, home preservation is a keyway to retain affordable housing in areas where it would be hard to create new affordable units.



LEFT: A ramp addition by RAHFH in 2021 to make an existing home accessible for the owner, who is a low-income senior

4. Our Proposal to Address the Need

From 2016 to 2019, RAHFH was able to execute a small-scale home repair program through a partnership with Thrivent, which allowed us to complete over a dozen low-cost (up to \$2,500), exterior-only repairs on homes. Through this exterior repair program, we began to recognize not only how widespread the need for repair assistance was, but also that there was a need for more significant assistance than we were able to provide with the \$2,500 grants.

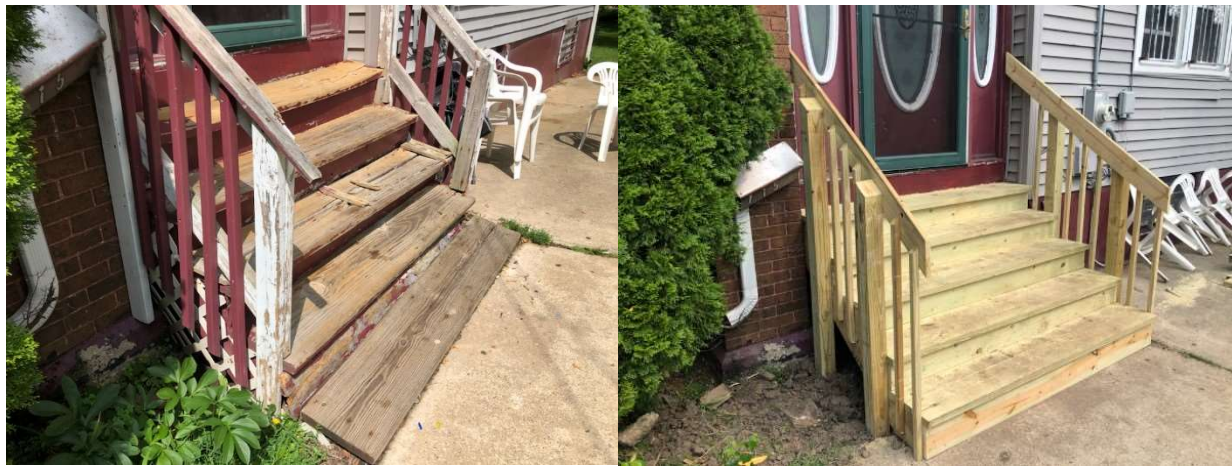
In 2021, we built on our experience with the smaller home repairs and took on a small number of larger-scale, critical home repairs as a pilot program. With \$40,000 from the Community Foundation of Northern Illinois, we were able to serve seven low-income seniors in Rockford through projects such as porch reconstruction, window and door replacement, roof repair, and ramp construction.

One participant in the program said: “I feel so different with the improvements to my older home. I’m not embarrassed anymore. My house is quality now. The repairs changed my life.”

Financial support from the County will allow Rockford Area Habitat for Humanity to launch a more significant critical home repair program for existing, low-income homeowners in Winnebago County. This program will allow us to expand the scope of our service to help low-income households who already own homes — many of whom are seniors who have owned their homes for many years— stay in their homes and maintain the value of their homes. It would allow them to age in place while contributing to the stabilization of the surrounding neighborhood.

With a \$250,000 gift from Winnebago County to match gifts of the same amount from Rockford Housing Development Corporation (RHDC) and City of Rockford, RAHFH would complete critical home repair projects averaging \$10,000 per project on existing homes owned by low-income homeowners.

These efforts would directly address the demonstrated need in our community for low-income, owner-occupied home repair assistance, and these efforts would create a better continuum of housing services in our community by allowing RAHFH to serve households that other entities cannot.



Before (left) and After (right) of a small exterior repair to make steps safe. 2021.

5. Project plan

Spring of 2022: RAHFH hired a designated, fulltime project manager to coordinate and execute the program.

Spring 2022: RAHFH marketed the Critical Home Repair program through a variety of avenues, including through our community partners and through direct mailings to targeted areas.

Rolling Basis: Our Homeowner Services staff review applications following similar criteria to our home-buying program. First, we vet the applications to eliminate those that do not meet our income requirements (eligible applicants will earn below 80% of the Area Median Income). Second, we will determine that there is a need at the home that we can address, and applications will be ranked and selected by highest need as determined by a home visit and assessment. All applicants will be notified of the status of their application (approved, denied, or incomplete) within 30 days. The Volunteer Coordinator will begin to connect volunteer groups with repair projects to supplement the work of the Project Manager as needed. Repairs will be completed by Construction staff along with volunteers when appropriate.

To date, RAHFH has received 106 applications from residents of Winnebago County, and over 90 home assessments have been completed. Applicants are from all areas of the county, including unincorporated Rockford, Loves Park, Machesney Park, Cherry Valley, Poplar Grove, and South Beloit. To date, RAHFH has received 27 applications from County residents and 78 within City of Rockford limits.



Before (left) and After (right) of a minor roof repair for a low-income senior. 2021.

6. Budget Narrative

Summary of Budgeted Proposal: Rockford Area Habitat for Humanity is seeking funding of \$250,000 from Winnebago County to expand our Critical Home Repair program for low-income homeowners who do not live within City of Rockford limits.

RAHFH has received funding from Rockford Housing Development Corporation (RHDC) in the amount of \$250,000, and a match from the City of Rockford to invest in critical home repair to assist homeowners who live in the City of Rockford.

Revenue Sources	Source	2022
Income #1	RHDC	\$ 250,000.00
Income #2	City of Rockford	\$ 250,000.00
Income #3	Requested from Winnebago County	\$ 250,000.00
Total Requested		\$ 750,000.00
Expense	Description	2022
Expense #1	Materials and labor for repairs	\$ 560,000.00
Expense #2	Indirect costs	\$ 190,000.00
Total Expenses		\$ 750,000.00

Income #1 – RAHFH has received \$250,000 from RHDC to invest in critical home repair in the City of Rockford

Income #2 - RAHFH has received \$250,000 from the City of Rockford to invest in critical home repair in the City of Rockford.

Income #3 – RAHFH is requesting from Winnebago County \$250,000 to invest in critical home repairs for residences in Winnebago County.

Expense #1: Materials and labor for critical home repairs are estimates at \$10,000 per project. Material costs could include plywood and shingles for roofs, lumber for porch repairs, windows and doors, interior and exterior paint, materials for accessibility modifications like handrails and ramps, etc. RAHFH will work with local contractors and volunteers to complete each of the critical home repairs.

Expense #2: Indirect costs for the critical home repair program includes; the salary and benefits for RAHFH's Project Manager and Estimator who handles the project from home assessment, ordering materials, to executing the repairs, the purchase of a work van for use by our Project Manager, and the cost in time of our administrative staff – our Communications

Director, Volunteer Manager, Office Assistant, Business Manager, and Homeowner Services Director, all of whom report to the Executive Director. This team will market the program, field the high number of inquiries about the program, accept and review applications for the program, coordinate volunteers for the program, and structure the financing for the approved participants. There will also be some indirect cost associated with printing and advertising materials.

7. Expected Outcomes and Evaluation

By broadly marketing this critical repair program, by selecting applicants who have a demonstrated need and fall within our designated income range (below 80% of the AMI), and by assessing and completing the repairs needed on these applicants' homes, we can guarantee that participating homeowners get needed help with preserving their existing homes and that they will reap the benefits of these repairs in the areas of safety, comfort, and long-term housing tenure.

We will evaluate the success of the program through the following steps:

- 1) We will assess the integrity of the structure and safety of the home through an inspection before and after
- 2) There will be a record of the assessed value of the home before and after, which we will evaluate
- 3) We will assess the homeowner's perception of the home before and after through surveying
- 4) If applicable, we will assess the homeowner's utility costs before and after (this will be applicable in situations where work relates to windows, doors, insulation, or mechanicals)

In the long term, these projects will also have a lasting benefit to the neighborhoods in which the homes are located, because the integrity of the home will be preserved, and the structure will be less likely to become vacant and blighted. Vacant and blighted houses have lasting negative impacts on communities, so mitigating these neighborhood-wide consequences by keeping homes occupied is certainly of long-term benefit, even if difficult to quantify. In most cases, the house will also have improved appearance and curb appeal as well.

A final, significant outcome is that the property tax base of Winnebago County will be preserved by this effort in the long run because the post-improvement assessed value of the properties will be higher, thus the property taxes generated by each served property will be higher.

8. Conclusive Statement

At RAHFH, we believe in housing that is safe. We believe in housing that is decent. We believe in housing that is healthy. And we believe in housing that is affordable. We know that by strengthening housing, we not only strengthen households; we strengthen our community at large. By investing more deeply in critical home repair as an effort to complement our traditional affordable homeownership program, RAHFH can work in concert with the County and other entities to serve a broader spectrum of our low-income population. With the proper resources, RAHFH can execute the critical home repairs needed to preserve the aging housing stock so that those houses can remain safe, taxable, affordable, owner-occupied homes for our low-income and aging residents.



Resolution Executive Summary

Prepared By: David J. Rickert
Committee: Finance Committee
Committee Date: 10-20-2022
Resolution Title: Resolution to Fund Northern Illinois Food Bank with ARPA Funds
County Code: N/A
Board Meeting Date: 10-27-2022

Budget Information:

Was item budgeted? Yes	Appropriation Amount: \$50,000
If not, explain funding source: American Rescue Plan Act	
ORG/OBJ/Project Code: 61300	Budget Impact: N/A

Background Information: Northern Illinois Food Bank is requesting ARPA funding to purchase nutritious food items that will be distributed to member agencies in Winnebago County at no cost to them and through our Winnebago Community Market. The economic and health impact of the pandemic has increased the number of residents facing food-insecurity. The Food Bank has 38 member agencies in the county and has distributed 6.2 million meals in the first nine months of FY22 (July 2021 - March 2022).

Recommendation: N/A

Contract/Agreement: See attachment

Legal Review: N/A

Baker Tilly Review: Approved

Follow-Up: Funds are subject to compliance with ARPA requirements and sub recipient agreement

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

Sponsored by: Jaime Salgado, Committee Chairman

Submitted by: Finance Committee

2022 CR

RESOLUTION TO FUND
NORTHERN ILLINOIS FOOD BANK
WITH ARPA FUNDS

WHEREAS, Northern Illinois Food Bank is requesting ARPA funding to purchase nutritious food items that will be distributed to member agencies in Winnebago County at no cost to them and through our Winnebago Community Market. The economic and health impact of the pandemic has increased the number of residents facing food-insecurity The Food Bank has 38 member agencies in the county and has distributed 6.2 million meals in the first nine months of FY22 (July 2021 - March 2022).; and

WHEREAS, in May 2021, Winnebago County Board received funds through the American Rescue Plan; and

WHEREAS, the Finance Committee of the County Board for the County of Winnebago, Illinois, has reviewed the proposal for the aforementioned request and recommends awarding; and

NOW, THEREFORE, BE IT RESOLVED, by the County Board of the County of Winnebago, Illinois, that the County Board Chairman is authorized to disburse \$50,000 to Northern Illinois Food Bank for said activities. Subject to the attached terms and conditions in the sub recipient 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 Director of Purchasing, Finance Director, County Board Office, and County Auditor.

Respectfully Submitted,
FINANCE COMMITTEE

AGREE

DISAGREE

JAIME SALGADO, CHAIRMAN

JAIME SALGADO, CHAIRMAN

STEVE SCHULTZ, VICE CHAIRMAN

STEVE SCHULTZ, VICE CHAIRMAN

PAUL ARENA

PAUL ARENA

JOHN BUTITTA

JOHN BUTITTA

JEAN CROSBY

JEAN CROSBY

JOE HOFFMAN

JOE HOFFMAN

KEITH McDONALD

KEITH MC DONALD

The above and foregoing Resolution was adopted by the County Board of the County of Winnebago, Illinois this _____ day of _____ 2022.

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

ARP SUBRECIPIENT AGREEMENT

By and Between
THE COUNTY OF WINNEBAGO, ILLINOIS
and
NORTHERN ILLINOIS FOOD BANK
FOR AMERICAN RESCUE PLAN ACT (“ARP”) FUNDS

THIS ARP SUBRECIPIENT AGREEMENT (hereinafter “AGREEMENT”) is made by and between the County of Winnebago, Illinois, a body politic and corporate (hereinafter “COUNTY”), and the Northern Illinois Food Bank (hereinafter “RECIPIENT”).

WHEREAS, on March 11, 2021, President Joseph R. Biden signed into law the American Rescue Plan Act of 2021 (hereinafter “ARP”); and

WHEREAS, on May 10, 2021, the United States Department of the Treasury (hereinafter “US TREASURY”) published guidance regarding the allowable usage of the Coronavirus State and Local Fiscal Recovery Funds (hereinafter “SLFRF”) to be disseminated to local governments in accordance with the ARP; and

WHEREAS, the grand total allocation of SLFRF funds to the COUNTY, as published by the US TREASURY, is \$54,886,298.00; and

WHEREAS, the COUNTY received the first fifty percent (50%) of its SLFRF allocation (\$27,443,149.00) on May 15, 2021 and the second allocation on June 9, 2022; and

WHEREAS, the RECIPIENT, submitted a written request to the COUNTY on April 26th, 2022 for one hundred thousand dollars (\$100,000) in COVID-19 relief funds to provide economic assistance to a nonprofit organization impacted by COVID-19; and

WHEREAS, the COUNTY intends to allocate a portion of its SLFRF funds to Northern Illinois Food Bank within Winnebago County, Illinois that has suffered negative economic impacts as a result of the COVID-19 pandemic in accordance with all federal, state, and local guidelines regarding the usage of SLFRF funds; and

WHEREAS, under section 602(c)(3) of the ARP, the COUNTY may transfer funds to a private nonprofit entity for the purpose of meeting ARP’s goals; and

WHEREAS, in an effort to provide additional guidance regarding the eligible uses of SLFRF funds, the US TREASURY published a document containing answers to Frequently Asked Questions regarding Coronavirus State and Local Fiscal Recovery Funds as of July 19, 2021 (hereinafter “FAQ”); and

WHEREAS, during their regular public meeting on 10-27-2022, the County Board of Winnebago County, Illinois (hereinafter “BOARD”) approved the aforementioned request from the RECIPIENT subject to all federal, state, and local guidelines regarding the usage of SLFRF funds, including any contractual guidelines set forth by the BOARD, as well as any audit requirements; and

WHEREAS, the COUNTY and RECIPIENT desire to enter into this Agreement.

NOW, THEREFORE, in consideration of the foregoing recitals which are incorporated herein by reference, and the terms and conditions set forth below, the parties agree as follows:

1. EFFECTIVE DATE AND TERM

This Agreement shall commence when last executed by all parties and remain in effect no later than December 31, 2024, unless terminated by the COUNTY in writing.

2. GRAND TOTAL SLFRF FUNDS TO BE DISSEMINATED TO RECIPIENT

The grand total sub award of SLFRF funds to be disseminated by the COUNTY to the RECIPIENT as part of this Agreement shall not exceed fifty thousand dollars (\$50,000).

3. LIMITATIONS REGARDING THE USE OF SLFRF FUNDS

The RECIPIENT shall ensure that all expenditures utilizing SLFRF funds received in accordance with this Agreement shall be limited to only those eligible services outlined in Section 602 (c) (3) of the US TREASURY ARP FAQ, which states that:

Under section 602(c)(3) of the Social Security Act, a State, territory, or Tribal government may transfer funds to a “private nonprofit organization . . . , a Tribal organization . . . , a public benefit corporation involved in the transportation of passengers or cargo, or a special-purpose unit of State or local government.” Similarly, section 603(c)(3) authorizes a local government to transfer funds to the same entities (other than Tribal organizations). The interim final rule clarified that the lists of transferees in sections 602(c)(3) and 603(c)(3) are not exclusive, and the final rule clarified that recipients may transfer funds to any entity to carry out, as a subrecipient, an eligible activity on behalf of the SLFRF recipient (transferor), as long as they comply with the SLFRF Award Terms and Conditions and other applicable requirements. A transferee receiving a transfer from a recipient under sections 602(c)(3) and 603(c)(3) will be considered a subrecipient and will be expected to comply with all subrecipient reporting requirements. Additionally, a recipient can provide funds to an entity, including a nonprofit organization, for the purpose of directly benefitting the entity as a result of the entity experiencing a public health impact or negative economic impact of the pandemic. In this instance, these entities will be considered beneficiaries, not subrecipients, and will not be expected to comply with subrecipient reporting requirements. Beneficiary reporting requirements will apply.

4. REPORTING REQUIREMENTS TO ENSURE COMPLIANCE WITH ARP

In order to ensure compliance with the existing ARP guidelines set forth by the US TREASURY – while also ensuring that all expenditures within the scope of this Agreement adhere to future guidelines that may be established by the US TREASURY

during the term of this Agreement – the RECIPIENT, when requesting reimbursement for eligible ARP expenditures, shall provide to the COUNTY a comprehensive and detailed list of all such expenditures on an itemized invoice, and shall also provide any backup documentation to support such expenditures. Said invoice must include a statement, signed by the RECIPIENT, indicating that all expenditures therein comport with the guidelines of the ARP as set forth by the US TREASURY. Reimbursement requests shall be submitted to the COUNTY no more than once per month. No reimbursement requests may be submitted to the COUNTY after December 31, 2024.

5. TIMELINE REGARDING THE DISSEMINATION OF FUNDS TO RECIPIENT

Upon receipt of the RECIPIENT's complete reimbursement request, the COUNTY shall disseminate funds for all eligible ARP expenditures therein within twenty (20) days of receipt of said reimbursement request. The dissemination of SLFRF funds shall only occur after the COUNTY reviews the RECIPIENT's reimbursement request to ensure that all expenditures detailed therein qualify for reimbursement in accordance with all published federal, state, and local guidance regarding the use of SLFRF funds as specified in the ARP. All payments from the COUNTY to the RECIPIENT are contingent on the availability of SLFRF funds to the COUNTY, and further subject to all applicable federal, state, and local laws regarding the governance of SLFRF funds within the ARP.

6. EVOLUTION OF ARP GUIDANCE FROM THE US TREASURY

The COUNTY may request additional information from the RECIPIENT, as needed, to meet any additional guidelines regarding the use of SLFRF funds that may be established by the US TREASURY during the scope of this Agreement.

7. TERMINATION

The COUNTY may terminate this Agreement, for convenience or otherwise and for no consideration or damages, upon prior written notice to the RECIPIENT.

8. INDEPENDENT CONTRACTOR

Each party under the Agreement shall be for all purposes an independent Contractor. Nothing contained herein will be deemed to create an association, a partnership, a joint venture, or a relationship of principal and agent, or employer and employee between the parties. The RECIPIENT shall not be, or be deemed to be, or act or purport to act, as an employee, agent, or representative of the COUNTY for any purpose.

9. HOLD HARMLESS AND INDEMNIFICATION

The RECIPIENT agrees to defend, indemnify, and hold the COUNTY, its officers, officials, employees, agents and representatives harmless from and against any and all claims, injuries, damages, losses or expenses, including without limitation personal injury, bodily injury, sickness, disease, or death, or damage to or destruction of property, which are alleged or proven to be caused in whole or in part by an act or omission of the RECIPIENT, its officers, directors, employees, and/or agents relating to the RECIPIENT's performance or failure to perform under this Agreement. This section shall

survive the expiration or termination of this Agreement.

10. COMPLIANCE WITH LAWS AND GUIDELINES

The RECIPIENT shall comply with all federal, state, and local laws and all requirements and published guidance set forth regarding the usage of any and all monies appropriated under the ARP.

11. MAINTENANCE AND AUDIT OF RECORDS

The RECIPIENT shall maintain records, books, documents, and other materials relevant to its performance under this Agreement. These records shall be subject to inspection, review, and audit by the COUNTY or its designees, and the US TREASURY for five (5) years following termination of this Agreement. If it is determined during the course of the audit that the RECIPIENT was reimbursed for unallowable costs under this Agreement or any, the RECIPIENT agrees to promptly reimburse the COUNTY for such payments upon request.

12. NOTICES

Any notices desired or required to be given hereunder shall be in writing, and shall be deemed received three (3) days after deposit with the US Postal Service (postage fully prepaid, certified mail, return receipt requested), and addressed to the party to which it is intended at its last known address, or to such person or address as either party shall designate to the other from time to time in writing forwarded in like manner:

RECIPIENT

Northern Illinois Food Bank
273 Dearborn Court
Geneva, IL 60134

COUNTY

Winnebago County Administration Building
Attn: Patrick Thompson, County Administrator
404 Elm Street
Rockford, Illinois 61101

13. IMPROPER INFLUENCE

Each party warrants that it did not and will not employ, retain, or contract with any person or entity on a contingent compensation basis for the purpose of seeking, obtaining, maintaining, or extending this Agreement. Each party agrees, warrants, and represents that no gratuity whatsoever has been or will be offered or conferred with a view towards obtaining, maintaining, or extending this Agreement.

14. CONFLICT OF INTEREST

The elected and appointed officials and employees of the parties shall not have any personal interest, direct or indirect, which gives rise to a conflict of interest.

15. TIME

Time is of the essence in this Agreement.

16. SURVIVAL

The provisions of this Agreement that by their sense and purpose should survive expiration or termination of the Agreement shall so survive. Those provisions include without limitation Indemnification and Maintenance and Audit of Records.

17. AMENDMENT

No amendment or modification to the Agreement shall be effective without prior written consent of the authorized representatives of the parties.

18. GOVERNING LAW; VENUE

The Agreement shall be governed in all respects by the laws of the State of Illinois, both as to interpretation and performance, without regard to conflicts of law or choice of law provisions. Any action arising out of or in conjunction with the Agreement may be instituted and maintained only in the Circuit Court of the 17th Judicial Circuit of Winnebago County, Illinois.

19. NON-WAIVER

No failure on the part of the COUNTY to exercise, and no delay in exercising, any right hereunder shall operate as a waiver thereof, nor shall any single or partial exercise by the COUNTY of any right hereunder preclude any other or further exercise thereof or the exercise of any other right. The remedies herein provided are cumulative and not exclusive of any remedy available to the COUNTY at law or in equity.

20. BINDING EFFECT

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors.

21. ASSIGNMENT

The RECIPIENT shall not assign or transfer any of its interests in or obligations under this Agreement without the prior written consent of the COUNTY.

22. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the COUNTY and the RECIPIENT for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the parties with respect to this Agreement.

23. NO THIRD-PARTY BENEFICIARIES

Nothing herein shall or be deemed to create or confer any right, action, or benefit in, to, or on the part of any person or entity that is not a party to this Agreement. This provision shall not limit any obligation which either party has to the US TREASURY in connection with the use of ARP funds, including the obligations to provide access to records and cooperate with audits as provided in this Agreement.

24. CIVIL RIGHTS COMPLIANCE

Recipients of Federal financial assistance from the US TREASURY are required to meet legal requirements relating to nondiscrimination and nondiscriminatory use of Federal funds. Those requirements include ensuring that entities receiving Federal financial assistance from the US TREASURY do not deny benefits or services, or otherwise discriminate on the basis of race, color, national origin (including limited English proficiency), disability, age, or sex (including sexual orientation and gender identity), in accordance with the following authorities: Title VI of the Civil Rights Act of 1964 (Title VI) Public Law 88-352, 42 U.S.C. 2000d-1 et seq., and the Department's implementing regulations, 31 CFR part 22; Section 504 of the Rehabilitation Act of 1973 (Section 504), Public Law 93-112, as amended by Public Law 93-516, 29 U.S.C. 794; Title IX of the Education Amendments of 1972 (Title IX), 20 U.S.C. 1681 et seq., and the Department's implementing regulations, 31 CFR part 28; Age Discrimination Act of 1975, Public Law 94-135, 42 U.S.C. 6101 et seq., and the Department implementing regulations at 31 CFR part 23.

25. SEVERABILITY

In the event that one or more provisions of this Agreement shall be determined to be invalid by any court of competent jurisdiction or agency having jurisdiction thereof, the remainder of the Agreement shall remain in full force and effect and the invalid provisions shall be deemed deleted.

26. COUNTERPARTS

This Agreement may be executed in on or more counterparts, any of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

27. AUTHORIZATION

Each party signing below warrants to the other party, that they have the full power and authority to execute this Agreement on behalf of the party for whom they sign.

IN WITNESS WHEREOF, this Agreement is executed and shall become effective as of the last date signed below:

COUNTY OF WINNEBAGO, ILLINOIS

a 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: _____

RECIPIENT

Signature

Date: _____

Printed Name

Northern Illinois Food Bank
273 Dearborn Court
Geneva, IL 60134

Attachment



Proposal for Funding from ARPA – Winnebago County

Northern Illinois Food Bank is requesting \$100,000 in ARPA funding to purchase nutritious food items that will be distributed to member agencies in Winnebago County at no cost to them and through our Winnebago Community Market. The economic and health impact of the pandemic has increased the number of residents facing food-insecurity. The Food Bank has 38 member agencies in the county and has distributed 6.2 million meals in the first nine months of FY22 (July 2021 – March 2022). **Together the food bank and our member agencies are serving an average of 14,000 individuals each month. If awarded, the Food Bank will purchase nutritious items in high demand but not commonly donated that will be available on our on-line shopping list for all member agencies to order the amount they need with no shared maintenance fees until funds are depleted. All funding will be used for purchase of food.** Administrative costs will be covered by food bank general operating revenue.

Feeding America reports that 38,400 individuals (13.5%) in Winnebago county are food-insecure, including 13,240 children (19.7%) (Map the Meal Gap March 2021). The ongoing impact of the COVID pandemic is causing continued food-insecurity among our neighbors and challenges for the Food Bank. Some neighbors who lost jobs, especially in service industries, at the start of COVID have still not been able to return to work or are having to juggle more than one part-time job to make ends meet. Despite the current need for workers and employment opportunities, transportation and child care can provide barriers for neighbors to accept jobs. We are glad to see wages rising in some industries but many are still below what a family needs to earn to have adequate income to purchase enough healthy food to lead an active life and to ensure their children have access to necessary vitamins and minerals to develop healthy bodies and minds. Feeding America estimates that the number of people in need of food assistance is at least 20% above pre-COVID levels and neighbors are now faced with rising inflation causing increased food, gas and utility costs. In addition families that are eligible for the Earned Income Tax Child are no longer receiving that monthly payment that was so valuable in helping them manage their cash flow for the latter months of 2021. For many SNAP benefits are at risk of being decreased in the next few months.

Access to nutritious food is vital for health and wellness. Food insecure neighbors who do not have resources to afford all the food their household members may choose to buy fast or processed foods that are cheaper than more nutritious fresh produce, dairy and protein items. This can lead to long-term health issues for adults and children and limit their ability to manage chronic diseases such as hypertension, obesity and diabetes. Neighbors that use the food pantry network will have access to fresh produce, protein, dairy and nutritious shelf-stable foods to relieve their budget and maintain healthy diets. Receiving food at no cost enables residents to use their limited income to pay essential bills for housing, utilities, transportation and medical expenses and maintain safe and stable homes for their families.

Rising food and freight prices are also impacting the Food Bank's ability to acquire as much food with available funds as before and supply chain disruptions are limiting choice and availability of some core items that we always like to have available for our member agencies and neighbors. Additional funding will enable us to continue to provide enough nutritious food for neighbors facing food-insecurity. **Because of our established vendor relationships and ability to buy in bulk we expect to be able to provide at least 110,000 meals with \$100,000 in grant funds. Funding will benefit our member agencies as well as our neighbors by providing access to increased nutritious food.**

For more information please contact: Hester Bury, Development Officer, hbury@northernilfoodbank.org
630-443-6910 ext.124

Nother Illinois Food Bank Agencies in Winnebago County					
Agency Name	Address	City	State	Zip Code	Program
Berean Baptist Church Pantry	5626 Safford Road	Rockford	IL	61101	PANTRY
Carpenter's Place	1149 Railroad Avenue	Rockford	IL	61104	SOUP KITCHEN
Christian Union Food Pantry	1705 Kilburn Ave.	Rockford	IL	61101	PANTRY
Cornucopia Food Pantry	402 Market Street	Rockford	IL	61107	PANTRY
Deliverance Outreach Food Pantry	910 2nd Ave.	Rockford	IL	61103	PANTRY
Durand Area Food Pantry	15585 Durand Road	Durand	IL	61024	PANTRY
Emmanuel Lutheran Food Pantry	920 3rd Ave.	Rockford	IL	61104	PANTRY
Firstborn Ministries Food Pantry	8213 N. Alpine Road	Machesney Park	IL	61115	PANTRY
Galapagos Rockford Charter School	2605 School St.	Rockford	IL	61101	SCHOOL PANTRY
God's Glory Food Pantry	1250 South Perryville Rd (church)	Rockford	IL	61105	PANTRY
Helping Hands Food Pantry - Machesney Park	7620 Elm Avenue	Machesney Park	IL	61115	PANTRY
Just In Time Food Pantry	316 Wood Road	Rockford	Illinois	61107	PANTRY
Ken-Rock Community Center	625 Adams Street	Rockford	IL	61107	SOUP KITCHEN
Life Church North Campus	5910 Elevator Road	Roscoe	IL	61073	PANTRY
New Life Tabernacle	5400 Reimer Dr	Roscoe	IL	61073	PANTRY
Pecatonica Community Food Pantry	527 Main Street	Pecatonica	IL	61063	PANTRY
Remedies Renewing Lives	220 Easton Parkway	Rockford	IL	61108	SHELTER
Riverside Food Pantry	4242 W Riverside Blvd	Rockford	IL	61101	PANTRY
Rock River Valley Food Pantry	421 S. Rockton Avenue	Rockford	IL	61102	PANTRY
Rockford Public Schools-Kennedy Middle School	520 North Pierpoint Ave. Door O-P	Rockford	IL	61101	SCHOOL PANTRY
Rockford Rescue Mission	715 W. State St.	Rockford	IL	61102	SOUP KITCHEN
Rosecrance/Ware Center	2704 N Main Street	Rockford	IL	61103	PANTRY LTD
Ruthie's Kitchen	925 Fifth Avenue	Rockford	IL	61104	SOUP KITCHEN
Salvation Army Rockford	416 S. Madison, PO Box 4159	Rockford	IL	61110	PANTRY
Shelter Care Ministries	412 N. Church Street	Rockford	IL	61103	SOUP KITCHEN
SOBO Food Pantry	850 Hayes Ave	South Beloit	IL	61080	SCHOOL PANTRY
Soul's Harbor Food Pantry	2802 - 11th Street	Rockford	IL	61109	PANTRY
St. Bridget's Church	704 Clifford Avenue	Loves Park	IL	61111	PANTRY
St. Elizabeth's Center Food Pantry	1505 S. Main Street	Rockford	IL	61102	PANTRY
The Bridge	405 S. 4th Street	Rockford	IL	61104	SHELTER
Unity in the Community (Living Word Ministries)	4426 Virginia Avenue	Rockford	IL	61102	PANTRY
Voices of Inspiration	3112 N Rockton Ave	Rockford	IL	61107	PANTRY
Winnebago Community Market	765 Research Parkway	Rockford	IL	61109	PANTRY
Youth Services Network/MEID	620 Kishwaukee Street	Rockford	IL	61107	SHELTER



Resolution Executive Summary

Prepared By: Tanya Harris

Committee: Finance Committee

Committee Date: October 20, 2022

Resolution Title: Resolution for Approval for Workman's Compensation Settlements

Board Meeting Date: October 27, 2022

Budget Information:

Was item budgeted? Yes	Appropriation Amount:
If not, explain funding source:	
ORG/OBJ/Project Code: 49400-43535	Budget Impact:

Background Information: Settlement for Jonathan in the amount of \$50,369.66.

Recommendation: The Finance Committee, chaired by Jaime Salgado, has reviewed the settlements presented to the Board. The Board is asked to approve this settlement in favor of the Committee's recommendations at its October 13, 2022 meeting.

Contract/Agreement:

Legal Review: Carol Hartline with Williams McCarthy LLP negotiated these settlements on behalf of Winnebago County.

Follow-Up: N/A

RESOLUTION
of the

COUNTY BOARD OF THE COUNTY OF WINNEBAGO, ILLINOIS

Sponsored by: Jaime Salgado

Submitted by: Finance Committee

2022 CR

**RESOLUTION AUTHORIZING SETTLEMENT OF A CLAIM
AGAINST THE COUNTY OF WINNEBAGO ENTITLED
JONATHAN STOLTZ VERSUS WINNEBAGO COUNTY**

WHEREAS, the County of Winnebago, Illinois, is involved in having claims asserted against it by Jonathon Stoltz for injuries allegedly sustained while in the employment of the Sheriff's Department, and,

WHEREAS, the Plaintiff has offered to settle the above claims against the County of Winnebago for consideration payable in the amount of \$50,369.66 for the settlement funding for his Workers Compensation case; and,

WHEREAS, counsel for the County of Winnebago recommends that it is in the best interest of the County of Winnebago to settle the above referenced claims upon the terms of the proposed settlement.

NOW, THEREFORE, BE IT RESOLVED, by the County Board of the County of Winnebago, Illinois that it does hereby authorize settlement of the claim entitled Jonathan Stoltz versus County of Winnebago for injuries allegedly sustained by Jonathan Stoltz while in the employment of the Sheriff's Department by payment of the amount of \$50,369.66 for the settlement for permanent disability for a Workers Compensation case.

BE IT FURTHER RESOLVED, that this Resolution for Jonathan Stoltz in the amount of \$50,369.66 shall be in full force and effect immediately upon its adoption.

BE IT FURTHER RESOLVED, that the Clerk of the County Board is hereby authorized to prepare and deliver certified copies of this Resolution to the County Auditor, Director of Purchasing, Human Resources Director, and Williams & McCarthy.

Respectfully Submitted,
FINANCE COMMITTEE

AGREE

DISAGREE

JAIME SALGADO, CHAIRMAN

JAIME SALGADO, CHAIRMAN

STEVE SCHULTZ, VICE CHAIRMAN

STEVE SCHULTZ, VICE CHAIRMAN

PAUL ARENA

PAUL ARENA

JOHN BUTITTA

JOHN BUTITTA

JEAN CROSBY

JEAN CROSBY

JOE HOFFMAN

JOE HOFFMAN

KEITH McDONALD

KEITH MC DONALD

The above and foregoing Resolution was adopted by the County Board of the County of
Winnebago, Illinois this ____ day of _____ 2022.

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



Resolution Executive Summary

Prepared By: Tanya Harris

Committee: Finance Committee

Committee Date: October 20, 2022

Resolution Title: Resolution Authorizing The Settlement of a Claim Against The County of Winnebago
Entitled Elizabeth Cook Versus Winnebago County

Board Meeting Date: October 27, 2022

Budget Information:

Was item budgeted? Yes	Appropriation Amount:
If not, explain funding source:	
ORG/OBJ/Project Code: 49400-43535	Budget Impact:

Background Information: Settlement for Elizabeth Cook in the amount of \$25,281.55.

Recommendation: The Finance Committee, chaired by Jaime Salgado, has reviewed the settlements presented to the Board. The Board is asked to approve this settlement in favor of the Committee's recommendations at its October 27, 2022 meeting.

Contract/Agreement:

Legal Review: Carol Hartline with Williams McCarthy LLP negotiated these settlements on behalf of Winnebago County.

Follow-Up: N/A

RESOLUTION
of the

COUNTY BOARD OF THE COUNTY OF WINNEBAGO, ILLINOIS

Sponsored by: Jaime Salgado

Submitted by: Finance Committee

2022 CR

**RESOLUTION AUTHORIZING SETTLEMENT OF A CLAIM
AGAINST THE COUNTY OF WINNEBAGO ENTITLED
ELIZABETH COOK VERSUS WINNEBAGO COUNTY**

WHEREAS, the County of Winnebago, Illinois, is involved in having claims asserted against it by Elizabeth Cook for injuries allegedly sustained while in the employment of the Animal Services, and,

WHEREAS, the Plaintiff has offered to settle the above claims against the County of Winnebago for consideration payable in the amount of \$25,281.55 for the settlement funding for his Workers Compensation case; and,

WHEREAS, counsel for the County of Winnebago recommends that it is in the best interest of the County of Winnebago to settle the above referenced claims upon the terms of the proposed settlement.

NOW, THEREFORE, BE IT RESOLVED, by the County Board of the County of Winnebago, Illinois that it does hereby authorize settlement of the claim entitled Elizabeth Cook versus County of Winnebago for injuries allegedly sustained by Elizabeth Cook while in the employment of the Animal Services by payment of the amount of \$25,281.55 for the settlement for permanent disability for a Workers Compensation case.

BE IT FURTHER RESOLVED, that this Resolution for Elizabeth Cook in the amount of \$25,281.55 shall be in full force and effect immediately upon its adoption.

BE IT FURTHER RESOLVED, that the Clerk of the County Board is hereby authorized to prepare and deliver certified copies of this Resolution to the County Auditor, Director of Purchasing, Human Resources Director, and Williams & McCarthy.

Respectfully Submitted,
FINANCE COMMITTEE

AGREE

DISAGREE

JAIME SALGADO, CHAIRMAN

JAIME SALGADO, CHAIRMAN

STEVE SCHULTZ, VICE CHAIRMAN

STEVE SCHULTZ, VICE CHAIRMAN

PAUL ARENA

PAUL ARENA

JOHN BUTITTA

JOHN BUTITTA

JEAN CROSBY

JEAN CROSBY

JOE HOFFMAN

JOE HOFFMAN

KEITH McDONALD

KEITH MC DONALD

The above and foregoing Resolution was adopted by the County Board of the County of
Winnebago, Illinois this ____ day of _____ 2022.

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



Resolution Executive Summary

Prepared By: Gary Caruana
Committee: Finance Committee
Committee Date: October 20, 2022
Resolution Title: Ordinance to Amend Budget for Crisis Co-Responder Team Program.

County Code: Not Applicable

Board Meeting Date: October 27, 2022

Budget Information:

Was item budgeted?	No	Appropriation Amount: \$118,000
If not, explain funding source: Mental Health Grant		
ORG/OBJ/Project Code: 60200 / 46410/ 02063 Budget Impact: \$118,000		

Background Information:

The Sheriff's Department is requesting a budget amendment to move funds from FY 2022 to FY 2023. The Mental Health Grant approved funding for two (2) vehicles for the CCRT Team in the FY 2022 budget, however the vehicles were not received by September 30, 2022

Recommendation:

Contract/Agreement:

Legal Review:

Follow-Up: Not Applicable

2023 Fiscal Year

Sponsored by:
Jaime Salgado, Finance Committee Chairman

Finance: Oct 20, 2022
Lay Over: Oct 27, 2022
Final Vote: Nov 10, 2022

2022 CO

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

The Winnebago County Finance Committee presents the following Ordinance amending the Annual Appropriation Ordinance for the fiscal year ending September 30, 2022 and recommends its adoption.

TITLE: Ordinance to Amend Budget for Crisis Co-Responder Team Program

ORDINANCE

WHEREAS, The Sheriff's CCRT ordered two cars in FY22, but they will not be received until FY23. This amendment is needed to allocate funds toward the purchase of the cars, which will be reimbursed by the Mental Health Board.

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

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

NOW, THEREFORE, BE IT ORDAINED, that the County Board deems that pursuant to the provisions as set forth in 55ILCS 5/6-1003(2014), certain conditions have occurred in connection with the operations of the County which are deemed to be immediate emergencies; therefore the increases detailed per the attached Request for Budget Amendment are hereby authorized for Amendment **#2023-002 CCRT Cars.**

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(AGREE)

JAIME SALGADO,
FINANCE CHAIRMAN

JEAN CROSBY

JOE HOFFMAN

PAUL ARENA

STEVE SCHULTZ

KEITH McDONALD

JOHN BUTITTA

Respectfully Submitted,
FINANCE COMMITTEE
(DISAGREE)

JAIME SALGADO,
FINANCE CHAIRMAN

JEAN CROSBY

JOE HOFFMAN

PAUL ARENA

STEVE SCHULTZ

KEITH McDONALD

JOHN BUTITTA

The above and foregoing Ordinance was adopted by the County Board of the County of Winnebago, Illinois this ____ day of _____ 2022.

ATTESTED BY:

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

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

2022
WINNEBAGO COUNTY
FINANCE COMMITTEE
REQUEST FOR BUDGET AMENDMENT

DATE SUBMITTED: 10/20/2022 AMENDMENT NO: 2023-002							
DEPARTMENT: Sheriff SUBMITTED BY: Gary Caruana							
FUND#: DEPT. BUDGET NO. 60200							
Department Org Number	Object (Account) Number	Object (Account) Description	Adopted Budget	Amendments Previously Approved	Revised Approved Budget	Increase (Decrease)	Revised Budget after Approved Budget Amendment
Expenditures							
60200	46410/02063	Automobiles	\$0	\$0	\$0	\$118,000	\$118,000
Revenue							
60200	32130/02063	Local Operating Grant	(\$367,986)	\$0	(\$367,986)	(\$118,000)	(\$485,986)
TOTAL ADJUSTMENT:						\$0	
Reason budget amendment is required:							
There was \$118,000 in FY 2022 Budget for the two (2) vehicles for the CCRT, however, we did not receive the vehicles by the end of FY 2022. Due to not receiving them until FY 2023 an amendment is needed to provide the funds to purchase them in the current budget. These are being funded from a Mental Health Grant							
Potential alternatives to budget amendment:							
None							
Impact to fiscal year 2022 budget: \$0							
Revenue Source: Mental Health Grant							



Resolution Executive Summary

Prepared By: Gary Caruana
Committee: Finance Committee
Committee Date: October 20, 2022
Resolution Title: Ordinance to Amend Budget for Summit Academy SRO

County Code: Not Applicable

Board Meeting Date: October 27, 2022

Budget Information:

Was item budgeted?	No	Appropriation Amount:	\$195,709
If not, explain funding source: Regional Office of Education			
ORG/OBJ/Project Code: 24000		Budget Impact: \$195,709	

Background Information: The Sheriff's Office entered into an Agreement with the Boone-Winnebago Regional Office of Education – Summit Academy for a School Resource Officer Program. The School District will be reimbursing the County 75% of the total cost of the Deputy's salary and benefits. They will also be reimbursing the County for a vehicle, training and all equipment needed for a new deputy. We will be invoicing the District for all over-time expenses.

Recommendation:

Contract/Agreement:

Legal Review:

Follow-Up: Not Applicable

2023 Fiscal Year

Sponsored by:
Jaime Salgado, Finance Committee Chairman

Finance: Oct 20, 2022
Lay Over: Oct 27, 2022
Final Vote: Nov 10, 2022

2022 CO

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

The Winnebago County Finance Committee presents the following Ordinance amending the Annual Appropriation Ordinance for the fiscal year ending September 30, 2022 and recommends its adoption.

TITLE: Ordinance to Amend Budget for Summit Academy SRO

ORDINANCE

WHEREAS, The Sheriff's Office has entered into an agreement with Summit Academy for a School Resource Officer Program. The school district will be reimbursing the County 75% of the total cost of the Deputy's salary and benefits. They will also be reimbursing the County for a vehicle, training, and all equipment needed for the new deputy.

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

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

NOW, THEREFORE, BE IT ORDAINED, that the County Board deems that pursuant to the provisions as set forth in 55ILCS 5/6-1003(2014), certain conditions have occurred in connection with the operations of the County which are deemed to be immediate emergencies; therefore the increases detailed per the attached Request for Budget Amendment are hereby authorized for Amendment **#2023-003 Summit Academy SRO.**

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(AGREE)

JAIME SALGADO,
FINANCE CHAIRMAN

JEAN CROSBY

JOE HOFFMAN

PAUL ARENA

STEVE SCHULTZ

KEITH McDONALD

JOHN BUTITTA

Respectfully Submitted,
FINANCE COMMITTEE
(DISAGREE)

JAIME SALGADO,
FINANCE CHAIRMAN

JEAN CROSBY

JOE HOFFMAN

PAUL ARENA

STEVE SCHULTZ

KEITH McDONALD

JOHN BUTITTA

The above and foregoing Ordinance was adopted by the County Board of the County of Winnebago, Illinois this ____ day of _____ 2022.

ATTESTED BY:

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

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

2023
WINNEBAGO COUNTY
FINANCE COMMITTEE
REQUEST FOR BUDGET AMENDMENT

DATE SUBMITTED: 10/20/2022 AMENDMENT NO: 2023-003							
DEPARTMENT: Sheriff SUBMITTED BY: Gary Caruana							
FUND#: 0001 DEPT. BUDGET NO. 24000							
Department Org Number	Object (Account) Number	Object (Account) Description	Adopted Budget	Amendments Previously Approved	Revised Approved Budget	Increase (Decrease)	Revised Budget after Approved Budget Amendment
Expenditures							
24000	41110	Regular Salaries	\$12,646,498	\$0	\$12,646,498	\$80,163	\$12,726,661
24000	41130	Overtime	\$826,070	\$0	\$826,070	\$4,000	\$830,070
24000	41135	Holiday Pay	\$454,941	\$0	\$454,941	\$3,690	\$458,631
24000	41211	Health insurance/ICMA	\$136,240	\$0	\$136,240	\$1,040	\$137,280
13500	41211/13502	Health Insurance	\$3,433,378	\$0	\$3,433,378	\$22,021	\$3,455,399
49300	41231	IMRF	\$4,000,000	\$0	\$4,000,000	\$8,922	\$4,008,922
49200	41241	FICA/Medicare	\$5,874,000	\$0	\$5,874,000	\$6,415	\$5,880,415
24000	41221	Life Insurance	\$3,969	\$0	\$3,969	\$42	\$4,011
24000	42270	Clothing	\$169,100	\$0	\$169,100	\$950	\$170,050
24000	42290	Other Dept Supplies	\$247,756	\$0	\$247,756	\$6,776	\$254,532
24000	43150	Medical	\$7,600	\$0	\$7,600	\$600	\$8,200
24000	43942	Training	\$321,654	\$0	\$321,654	\$6,105	\$327,759
24000	46410	Automobiles	\$165,000	\$0	\$165,000	\$55,000	\$220,000
Revenue							
24000	32800	Sh-Govt Sheriff Svc Contacts	(\$4,059,258)	\$0	(\$4,059,258)	(\$164,150)	(\$4,223,408)
TOTAL ADJUSTMENT:						\$31,573	
Reason budget amendment is required:							
The Sheriff's Office entered into an agreement with the Boone-Winnebago Regional Office of Education - Summit Academy for a School Resource Officer Program. The School District will be reimbursing the County 75% of the total cost of the Deputies salary and benefits. They will also be reimbursing the County for a vehicle, training and all equipment needed for a new deputy. We will be invoicing the District for all over-time expenses.							
Potential alternatives to budget amendment:							
None							
Impact to fiscal year 2022 budget: \$31,573							
Revenue Source: Agreement with Summit Academy for reimbursement and the General Fund							



Resolution Executive Summary

Prepared By: Gary Caruana
Committee: Finance Committee
Committee Date: October 20, 2022
Resolution Title: Ordinance to Amend Budget for Upgrades for EOC and an ESDA Director Vehicle

County Code: Not Applicable

Board Meeting Date: October 27, 2022

Budget Information:

Was item budgeted?	No	Appropriation Amount: \$75,000
If not, explain funding source: REP Grant & General Fund		
ORG/OBJ/Project Code: 22000 / 43720/ 02011 Budget Impact: \$75,000		

Background Information:

The Sheriff's Department is requesting a budget amendment for upgrades needed in the EOC. The requested amount was approved in FY 2022, however the funds were not spent and need to be amended in the FY 2023 budget. Also, dollars were approved for a vehicle for the ESDA Director in the budget process, however were omitted in the final budget.

Recommendation: Staff Recommends

Contract/Agreement: N/A

Legal Review: N/A

Follow-Up: Not Applicable

2023 Fiscal Year

Finance: Oct 20, 2022

Lay Over: Oct 27, 2022

Sponsored by:

Final Vote: Nov 10, 2022

Jaime Salgado, Finance Committee Chairman

2022 CO

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

The Winnebago County Finance Committee presents the following Ordinance amending the Annual Appropriation Ordinance for the fiscal year ending September 30, 2022 and recommends its adoption.

TITLE: Ordinance to Amend Budget for Upgrades for EOC and an ESDA Director Vehicle

ORDINANCE

WHEREAS, There are EOC upgrades that were budgeted in FY22, but were not completed, so the budget in FY23 needs to be amended to include monies for those upgrades. Also there was a vehicle approved for the ESDA Director during the budget process but it did not make it into the final budget.

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

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

NOW, THEREFORE, BE IT ORDAINED, that the County Board deems that pursuant to the provisions as set forth in 55ILCS 5/6-1003(2014), certain conditions have occurred in connection with the operations of the County which are deemed to be immediate emergencies; therefore the increases detailed per the attached Request for Budget Amendment are hereby authorized for Amendment **#2023-004 ESDA Amendment.**

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(AGREE)

JAIME SALGADO,
FINANCE CHAIRMAN

JEAN CROSBY

JOE HOFFMAN

PAUL ARENA

STEVE SCHULTZ

KEITH McDONALD

JOHN BUTITTA

Respectfully Submitted,
FINANCE COMMITTEE
(DISAGREE)

JAIME SALGADO,
FINANCE CHAIRMAN

JEAN CROSBY

JOE HOFFMAN

PAUL ARENA

STEVE SCHULTZ

KEITH McDONALD

JOHN BUTITTA

The above and foregoing Ordinance was adopted by the County Board of the County of Winnebago, Illinois this ____ day of _____ 2022.

ATTESTED BY:

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

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

2023
WINNEBAGO COUNTY
FINANCE COMMITTEE
REQUEST FOR BUDGET AMENDMENT

DATE SUBMITTED: 10/20/2022 AMENDMENT NO: 2023-004							
DEPARTMENT: Sheriff SUBMITTED BY: Gary Caruana							
FUND#: 0001 DEPT. BUDGET NO. 22000							
Department Org Number	Object (Account) Number	Object (Account) Description	Adopted Budget	Amendments Previously Approved	Revised Approved Budget	Increase (Decrease)	Revised Budget after Approved Budget Amendment
Expenditures							
22000	42290/02037	Other Dept Supplies	\$18,000	\$0	\$18,000	\$20,000	\$38,000
22000	46410	Automobiles	\$0		\$0	\$55,000	\$55,000
Revenue							
TOTAL ADJUSTMENT:						\$75,000	
Reason budget amendment is required:							
There was \$20,000 in the FY22 Budget for EOC pgrades (equipment & installation), however the funds were not spent last fiscal year and need to be amended in the FY23 Budget. The dollars are funded though the REP Grant (funds have been received). The dollars for the ESDA Director's vehicle were approved in the FY23 budget process, but we omitted in the final budget.							
Potential alternatives to budget amendment:							
None							
Impact to fiscal year 2022 budget: \$75,000							
Revenue Source: REP Grant and the ARP Funds							



Resolution Executive Summary

Prepared By: Purchasing Department for Facilities
Committee: Finance Committee
Committee Date: October 20, 2022
Resolution Title: Resolution Awarding ARP Funded Administration Building Carpet Replacement
County Code: Winnebago County Purchasing Ordinance
Board Meeting Date: October 27, 2022
Budget Information:

Was item budgeted? Yes, it was in ARP	Appropriation Amount: \$42,270.00
If not, explain funding source:	
ORG/OBJ/Project Code: 61300-43710-RP030	Budget Impact: N/A

Background Information:

In ARP Phase 1, the County Board approved a budget of up to \$45,000 for replacement carpet in the County Administration Building in the public areas of the first, third and fifth floors. The replacement carpet was approved by Baker Tilly due to the fact that it is hygienic antimicrobial carpeting. By updating to the new, hygienic antimicrobial carpeting, airborne particles associated with COVID-19 will be prevented from adhering to surfaces.

A total of five quotes (see Resolution Exhibit A) were received and evaluated by the Facilities Department. The lowest quote is from Loves Park company, Commercial Flooring Contractors Inc.

Recommendation:

The Assistant Director of Facilities, Reid Tennant recommended approval of the award to the lowest responsible bidder, Commercial Flooring Contractors Inc., for the replacement of the County Administration Building carpet.

Baker Tilly Review:

Project was approved in the Baker Tilly's ARP compliance review.

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

Sponsored by: Jaime Salgado, Committee Chairman
Submitted by: Finance Committee

2022 CR

RESOLUTION AWARDING ARP FUNDED ADMINISTRATION BUILDING CARPET REPLACEMENT

WHEREAS, the Winnebago County Facilities Department is required to maintain the upkeep of all County buildings; and,

WHEREAS, the County Administration Building is in need of replacement carpet on the first, third and five floors; and,

WHEREAS, the purchase of replacement carpet was a Baker Tilly approved, ARP funded expense; and,

WHEREAS, the Finance Committee has reviewed the quotes for the aforementioned service and awards as follows:

**COMMERCIAL FLOORING CONTRACTORS INC.
5283 ZENITH PARKWAY
LOVES PARK, IL 61111**

(See RESOLUTION EXHIBIT A)

NOW, THEREFORE, BE IT RESOLVED, by the County Board of the County of Winnebago, Illinois that the Facilities Department is authorized to execute, on behalf of the County of Winnebago a Purchase Order with COMMERCIAL FLOORING CONTRACTORS INC., 5283 ZENITH PARKWAY, LOVES PARK, ILLINOIS 61111 in the amount of FORTY-TWO THOUSAND, TWO HUNDRED AND SEVENTY DOLLARS (\$42,270.00).

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

Respectfully Submitted,
FINANCE COMMITTEE

AGREE

DISAGREE

JAIME SALGADO, CHAIRMAN

JAIME SALGADO, CHAIRMAN

STEVE SCHULTZ, VICE CHAIRMAN

STEVE SCHULTZ, VICE CHAIRMAN

PAUL ARENA

PAUL ARENA

JOHN BUTITTA

JOHN BUTITTA

JEAN CROSBY

JEAN CROSBY

JOE HOFFMAN

JOE HOFFMAN

KEITH McDONALD

KEITH McDONALD

The above and foregoing Resolution was adopted by the County Board of the County of Winnebago, Illinois this ____ day of _____ 2022.

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

RESOLUTION EXHIBIT A

**QUOTE SUMMARY TAB - August 1, 2022
ADMINISTRATION BUILDING CARPET REPLACEMENT**

CARPET VENDORS	Commercial Flooring Contractors (Loves Park)	Lonnie's CarpetMax (Rockford)	Canyon Flooring Kitchen & Bath (Loves Park)	Carpetland USA (Rockford)	Empire-Today (Northlake, IL)
BASE QUOTE	\$40,670.00	\$45,000.05	\$45,695.00	\$44,950.00	\$42,075.55 \$43,502.31 \$49,302.42 \$47,323.04 \$48,749.80 \$54,549.91
OPTION A	\$800.00	\$2,313.65	\$3,174.00	\$5,625.00	\$2,461.79 \$3,022.11
OPTION B	\$800.00	\$2,355.54	\$2,702.00	\$4,983.00	\$2,148.24 \$2,675.60
GRAND TOTAL	\$42,270.00	\$49,672.24	\$51,571.00	\$55,558.00	\$46,685.58 \$48,112.34 \$53,912.45 \$53,020.75 \$54,447.51 \$60,246.62



Resolution Executive Summary

Prepared By: David J. Rickert

Committee: Finance Committee

Committee Date: October 20th, 2022

Resolution Title: Ordinance to Authorize a Levy of Property Taxes in Fiscal Year 2023 for the General Fund

County Code: Not Applicable

Board Meeting Date: October 27th, 2022

Budget Information:

Was item budgeted?	Yes	Appropriation Amount:	\$16,733,659
If not, explain funding source: N/A			
ORG/OBJ/Project Code:	N/A	Budget Impact:	N/A

Background Information: That there be and is hereby levied the sum of Sixteen Million, Seven Hundred and Thirty-Three Thousand, Six Hundred and Fifty-Nine Dollars (\$16,733,659) on all the taxable property in the County of Winnebago, State of Illinois, as a “General Corporate Tax”: for the year 2022 and that the County Clerk of said county be and is hereby authorized and directed to extend a rate of taxation that will produce said amount for the objects and purposes as set forth in the General County Fund 2023 Appropriations.

Recommendation: Staff concurs

Contract/Agreement: N/A

Legal Review: N/A

Follow-Up: N/A

2022 CO

TAX LEVY GENERAL FUND

WHEREAS, the Finance Committee of the County Board of Winnebago County, State of Illinois, has reviewed the estimated revenue and expenditure budget for the fiscal year October 1, 2022 through September 30, 2023; and,

WHEREAS, said expenditure budget is for the purposes of paying the expenses of general county government as set forth in “An Act to Revise the Law in Relation to Counties”, as amended.

NOW, THEREFORE BE IT ORDAINED, that there be and is hereby levied the sum of Sixteen Million, Seven Hundred and Thirty-Three Thousand, Six Hundred and Fifty-Nine Dollars (\$16,733,659) on all the taxable property in the County of Winnebago, State of Illinois, as a “General Corporate Tax”: for the year 2022 and that the County Clerk of said county be and is hereby authorized and directed to extend a rate of taxation that will produce said amount for the objects and purposes as set forth in the General County Fund 2023 Appropriations; and

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.

(AGREE)

Respectfully Submitted,
FINANCE COMMITTEE
(DISAGREE)

JAIME SALGADO,
FINANCE CHAIRMAN

JAIME SALGADO,
FINANCE CHAIRMAN

PAUL ARENA

PAUL ARENA

JOE HOFFMAN

JOE HOFFMAN

JEAN CROSBY

JEAN CROSBY

JOHN BUTITTA

JOHN BUTITTA

STEVE SCHULTZ

STEVE SCHULTZ

KEITH McDONALD

KEITH McDONALD

The above and foregoing Ordinance was adopted by the County Board of the County of Winnebago, Illinois this ____ day of _____ 2022.

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



Resolution Executive Summary

Prepared By: David J. Rickert

Committee: Finance Committee

Committee Date: October 20th, 2022

Resolution Title: Ordinance to Authorize a Levy of Property Taxes in Fiscal Year 2023 for the IMRF Fund

County Code: Not Applicable

Board Meeting Date: October 27th, 2022

Budget Information:

Was item budgeted? Yes	Appropriation Amount: \$5,467,210
If not, explain funding source: N/A	
ORG/OBJ/Project Code: N/A	Budget Impact: N/A

Background Information: That there be and is hereby levied the sum of Five Million, Four Hundred and Sixty-Seven, Two Hundred and Ten Dollars (\$5,467,210) on all the taxable property in the County of Winnebago, State of Illinois, for the said year 2022, as a “Illinois Municipal Retirement Fund Tax”: and that the County Clerk of said County be and is hereby authorized and directed to extend a rate of taxation that will produce said amount for the objects and purposes as set forth in the Illinois Municipal Retirement Fund 2023 Appropriations.

Recommendation: Staff concurs

Contract/Agreement: N/A

Legal Review: N/A

Follow-Up: N/A

2022 CO

TAX LEVY ILLINOIS MUNICIPAL RETIREMENT FUND

WHEREAS, The Finance Committee of the County Board of Winnebago County, State of Illinois, has reviewed the estimated revenue and expenditure budget for the fiscal year October 1, 2022 through September 30, 2023 and,

WHEREAS, said expenditure budget is for the purposes of paying the expenses of General County Government as set forth in the "Illinois Pension code," as amended.

NOW, THEREFORE, BE IT ORDAINED, that there be and is hereby levied the sum of Five Million, Four Hundred and Sixty-Seven Thousand, Two Hundred and Ten Dollars (\$5,467,210) on all the taxable property in the County of Winnebago, State of Illinois, for the said year 2022, as a "Illinois Municipal Retirement Fund Tax": and that the County Clerk of said County be and is hereby authorized and directed to extend a rate of taxation that will produce said amount for the objects and purposes as set forth in the Illinois Municipal Retirement Fund 2023 Appropriations; and

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.

(AGREE)

Respectfully Submitted,
FINANCE COMMITTEE
(DISAGREE)

JAIME SALGADO,
FINANCE CHAIRMAN

JAIME SALGADO,
FINANCE CHAIRMAN

PAUL ARENA

PAUL ARENA

JOE HOFFMAN

JOE HOFFMAN

JEAN CROSBY

JEAN CROSBY

JOHN BUTITTA

JOHN BUTITTA

STEVE SCHULTZ

STEVE SCHULTZ

KEITH McDONALD

KEITH McDONALD

THE ABOVE AND FOREGOING ORDINANCE WAS ADOPTED BY THE COUNTY BOARD OF
THE COUNTY OF
WINNEBAGO, ILLINOIS THIS ____ DAY OF _____ 2022.

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



Resolution Executive Summary

Prepared By: David J. Rickert

Committee: Finance Committee

Committee Date: October 20th, 2022

Resolution Title: Ordinance to Authorize a Levy of Property Taxes in Fiscal Year 2023 for the County Highway Fund

County Code: Not Applicable

Board Meeting Date: October 27th, 2022

Budget Information:

Was item budgeted? Yes	Appropriation Amount: \$2,376,780
If not, explain funding source: N/A	
ORG/OBJ/Project Code: N/A	Budget Impact: N/A

Background Information: That there be and is hereby levied the sum of Two Million, Three Hundred Seventy-Six Thousand, Seven Hundred and Eighty Dollars (\$2,376,780) on all the taxable property in the County of Winnebago, State of Illinois, for the said year 2022, as a “County Highway Tax”: for the purpose set forth in chapter 121, paragraph 5-401 and 5-601 of the Illinois Revised Statutes - 1981 and that the County Clerk of said County be and is hereby authorized and directed to extend a rate of taxation that will produce said amount for the objects and purposes as set forth in the County Highway Fund 2023 Appropriations.

Recommendation: Staff concurs

Contract/Agreement: N/A

Legal Review: N/A

Follow-Up: N/A

2022 CO

TAX LEVY COUNTY HIGHWAY FUND

WHEREAS, the Finance Committee of the County Board of Winnebago County, State of Illinois, has reviewed the estimated revenue and expenditure budget for the fiscal year October 1, 2022 through September 30, 2023; and,

WHEREAS, said expenditure budget is for the purposes of paying the expenses of General County Government as set forth in "Illinois Highway Code," as amended.

NOW, THEREFORE, BE IT ORDAINED, that there be and is hereby levied the sum of Two Million, Three Hundred Seventy-Six Thousand, Seven Hundred and Eighty Dollars (\$2,376,780) on all the taxable property in the County of Winnebago, State of Illinois, for the said year 2022, as a "County Highway Tax": for the purpose set forth in chapter 121, paragraph 5-401 and 5-601 of the Illinois Revised Statutes - 1981 and that the County Clerk of said County be and is hereby authorized and directed to extend a rate of taxation that will produce said amount for the objects and purposes as set forth in the County Highway Fund 2023 Appropriations; and

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.

(AGREE)

JAIME SALGADO,
FINANCE CHAIRMAN

PAUL ARENA

JOE HOFFMAN

JEAN CROSBY

JOHN BUTITTA

STEVE SCHULTZ

KEITH McDONALD

Respectfully Submitted,
FINANCE COMMITTEE
(DISAGREE)

JAIME SALGADO,
FINANCE CHAIRMAN

PAUL ARENA

JOE HOFFMAN

JEAN CROSBY

JOHN BUTITTA

STEVE SCHULTZ

KEITH McDONALD

THE ABOVE AND FOREGOING ORDINANCE WAS ADOPTED BY THE COUNTY BOARD OF
THE COUNTY OF
WINNEBAGO, ILLINOIS THIS ____ DAY OF _____ 2022.

ATTESTED BY:

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

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



Resolution Executive Summary

Prepared By: David J. Rickert

Committee: Finance Committee

Committee Date: October 20th, 2022

Resolution Title: Ordinance to Authorize a Levy of Property Taxes in Fiscal Year 2023 for the County Bridge Fund

County Code: Not Applicable

Board Meeting Date: October 27th, 2022

Budget Information:

Was item budgeted? Yes	Appropriation Amount: \$233,360
If not, explain funding source: N/A	
ORG/OBJ/Project Code: N/A	Budget Impact: N/A

Background Information: That there be and is hereby levied the sum of Two Hundred, Thirty-Three Thousand, Three Hundred and Sixty Dollars (\$233,360) on all the taxable property in the County of Winnebago, State of Illinois, for the said year 2022, as a “County Bridge Tax”: for the purpose of constructing any bridge or bridges over a stream, or any approach or approaches thereto by means of an embankment or trestle work on a public road, as provided by law and that the County Clerk of said County be and is hereby authorized and directed to extend a rate of taxation that will produce said amount for the objects and purposes as set forth in the County Bridge Fund 2023 Appropriations

Recommendation: Staff concurs

Contract/Agreement: N/A

Legal Review: N/A

Follow-Up: N/A

2022 CO

TAX LEVY COUNTY BRIDGE FUND

WHEREAS, The Finance Committee of the County Board of Winnebago County, State of Illinois, has reviewed the estimated revenue and expenditure budget for the fiscal year October 1, 2022 through September 30, 2023; and,

WHEREAS, said expenditure budget is for the purposes of paying the expenses of General County Government as set forth in "Illinois Highway Code," as amended.

NOW, THEREFORE, BE IT ORDAINED, that there be and is hereby levied the sum of Two Hundred, Thirty-Three Thousand, Three-Hundred and Sixty Dollars (\$233,360) on all the taxable property in the County of Winnebago, State of Illinois, for the said year 2022, as a "County Bridge Tax": for the purpose of constructing any bridge or bridges over a stream, or any approach or approaches thereto by means of an embankment or trestle work on a public road, as provided by law and that the County Clerk of said County be and is hereby authorized and directed to extend a rate of taxation that will produce said amount for the objects and purposes as set forth in the County Bridge Fund 2023 Appropriations; and

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.

(AGREE)

JAIME SALGADO,
FINANCE CHAIRMAN

PAUL ARENA

JOE HOFFMAN

JEAN CROSBY

JOHN BUTITTA

STEVE SCHULTZ

KEITH McDONALD

Respectfully Submitted,
FINANCE COMMITTEE
(DISAGREE)

JAIME SALGADO,
FINANCE CHAIRMAN

PAUL ARENA

JOE HOFFMAN

JEAN CROSBY

JOHN BUTITTA

STEVE SCHULTZ

KEITH McDONALD

THE ABOVE AND FOREGOING ORDINANCE WAS ADOPTED BY THE COUNTY BOARD OF
THE COUNTY OF
WINNEBAGO, ILLINOIS THIS ____ DAY OF _____ 2022.

ATTESTED BY:

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

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



Resolution Executive Summary

Prepared By: David J. Rickert

Committee: Finance Committee

Committee Date: October 20th, 2022

Resolution Title: Ordinance to Authorize a Levy of Property Taxes in Fiscal Year 2023 for the Federal Aid Matching Fund

County Code: Not Applicable

Board Meeting Date: October 27th, 2022

Budget Information:

Was item budgeted? Yes	Appropriation Amount: \$1,776,790
If not, explain funding source: N/A	
ORG/OBJ/Project Code: N/A	Budget Impact: N/A

Background Information: That there be and is hereby levied the sum of One Million, Seven Hundred Seventy-Six Thousand, Seven Hundred and Ninety Dollars (\$1,776,790) on all the taxable property in the County of Winnebago, State of Illinois, for the said year 2022, as a “Federal Aid Matching Tax”: for the purpose of providing funds for the proportionate share of the expenses in construction of highways in the federal aid secondary system, as provided by law, in chapter 121, paragraph 5-603, of the Illinois Revised Statutes - 1981, and that the County Clerk of said County be and is hereby authorized and directed to extend a rate of taxation that will produce said amount for the objects and purposes as set forth in the Federal Aid Matching Fund 2023 Appropriations.

Recommendation: Staff concurs

Contract/Agreement: N/A

Legal Review: N/A

Follow-Up: N/A

2022 CO

TAX LEVY FEDERAL AID MATCHING FUND

WHEREAS, the Finance Committee of the County Board of Winnebago County, State of Illinois, has reviewed the estimated revenue and expenditure budget for the fiscal year October 1, 2022 through September 30, 2023; and,

WHEREAS, said expenditure budget is for the purposes of paying the expenses of General County Government as set forth in "Illinois Highway Code," as amended.

NOW, THEREFORE, BE IT ORDAINED, that there be and is hereby levied the sum of One Million, Seven Hundred Seventy-Six Thousand, Seven Hundred and Ninety Dollars (\$1,776,790) on all the taxable property in the County of Winnebago, State of Illinois, for the said year 2022, as a "Federal Aid Matching Tax": for the purpose of providing funds for the proportionate share of the expenses in construction of highways in the federal aid secondary system, as provided by law, in chapter 121, paragraph 5-603, of the Illinois Revised Statutes - 1981, and that the County Clerk of said County be and is hereby authorized and directed to extend a rate of taxation that will produce said amount for the objects and purposes as set forth in the Federal Aid Matching Fund 2023 Appropriations; and

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.

(AGREE)

JAIME SALGADO,
FINANCE CHAIRMAN

PAUL ARENA

JOE HOFFMAN

JEAN CROSBY

JOHN BUTITTA

STEVE SCHULTZ

KEITH McDONALD

Respectfully Submitted,
FINANCE COMMITTEE
(DISAGREE)

JAIME SALGADO,
FINANCE CHAIRMAN

PAUL ARENA

JOE HOFFMAN

JEAN CROSBY

JOHN BUTITTA

STEVE SCHULTZ

KEITH McDONALD

THE ABOVE AND FOREGOING ORDINANCE WAS ADOPTED BY THE COUNTY BOARD OF
THE COUNTY OF
WINNEBAGO, ILLINOIS THIS ____ DAY OF _____ 2022.

ATTESTED BY:

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

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



Resolution Executive Summary

Prepared By: David J. Rickert

Committee: Finance Committee

Committee Date: October 20th, 2022

Resolution Title: Ordinance to Authorize a Levy of Property Taxes in Fiscal Year 2023 for the Health Department Fund

County Code: Not Applicable

Board Meeting Date: October 27th, 2022

Budget Information:

Was item budgeted?	Yes	Appropriation Amount:	\$2,611,120
If not, explain funding source: N/A			
ORG/OBJ/Project Code:	N/A	Budget Impact:	N/A

Background Information: That there be and is hereby levied the sum of One Million, Nine Hundred and Nineteen Thousand Dollars (\$2,611,120) on all the taxable property in the County of Winnebago, State of Illinois, as a “county public health fund tax”: for the year 2021 and that the County Clerk of said County be and is hereby authorized and directed to extend a rate of taxation that will produce said amount for the objects and purposes as set forth in the County Public Health Fund 2022 Appropriations.

Recommendation: Staff concurs

Contract/Agreement: N/A

Legal Review: N/A

Follow-Up: N/A

2022 CO
TAX LEVY
COUNTY PUBLIC HEALTH FUND

WHEREAS, the Finance Committee of the County Board of Winnebago County, State of Illinois, has reviewed the estimated revenue and expenditure budget for the Fiscal Year October 1, 2022 through September 30, 2023; and,

WHEREAS, said expenditure budget is for the purposes set forth in “An Act in Relation to the Establishment and Maintenance of County and Multiple County Public Health Departments,” as amended.

NOW, THEREFORE, BE IT ORDAINED, that there be and is hereby levied the sum of Two Million, Six Hundred Eleven Thousand, One Hundred and Twenty Dollars (\$2,611,120) on all the taxable property in the County of Winnebago, State of Illinois, as a “county public health fund tax”: for the year 2022 and that the County Clerk of said County be and is hereby authorized and directed to extend a rate of taxation that will produce said amount for the objects and purposes as set forth in the County Public Health Fund 2023 Appropriations; and

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.

(AGREE)

Respectfully Submitted,
FINANCE COMMITTEE
(DISAGREE)

JAIME SALGADO,
FINANCE CHAIRMAN

JAIME SALGADO,
FINANCE CHAIRMAN

PAUL ARENA

PAUL ARENA

JOE HOFFMAN

JOE HOFFMAN

JEAN CROSBY

JEAN CROSBY

JOHN BUTITTA

JOHN BUTITTA

STEVE SCHULTZ

STEVE SCHULTZ

KEITH McDONALD

KEITH McDONALD

THE ABOVE AND FOREGOING ORDINANCE WAS ADOPTED BY THE COUNTY BOARD OF
THE COUNTY OF
WINNEBAGO, ILLINOIS THIS ____ DAY OF _____ 2022.

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



Resolution Executive Summary

Prepared By: David J. Rickert

Committee: Finance Committee

Committee Date: October 20th, 2022

Resolution Title: Ordinance to Authorize a Levy of Property Taxes in Fiscal Year 2023 for the Tort Judgement and Liability Fund.

County Code: Not Applicable

Board Meeting Date: October 27th, 2022

Budget Information:

Was item budgeted?	Yes	Appropriation Amount:	\$3,353,000
If not, explain funding source: N/A			
ORG/OBJ/Project Code:	N/A	Budget Impact:	N/A

Background Information: That there be and is hereby levied the sum of Three Million, Three Hundred and Fifty-Three Thousand Dollars (\$3,353,000) on all the taxable property in the County of Winnebago, State of Illinois, for the said year 2022, as a “Tort Judgment and Liability Insurance Tax”: and that the County Clerk of said County be and is hereby authorized and directed to extend a rate of taxation that will produce said amount for the objects and purposes as set forth in the Tort Judgment and Liability Insurance Fund 2023 Appropriations.

Recommendation: Staff concurs

Contract/Agreement: N/A

Legal Review: N/A

Follow-Up: N/A

2022 CO

TAX LEVY

TORT JUDGMENT AND LIABILITY INSURANCE FUND

WHEREAS, The Finance Committee of the County Board of Winnebago County, State of Illinois, has reviewed the estimated revenue and expenditure budget for the fiscal year October 1, 2022 through September 30, 2023; and,

WHEREAS, said expenditure budget is for the purposes of paying the expenses of General County Government as set forth in the "Local Governmental and Governmental Employees Tort Immunity Act," as amended.

NOW, THEREFORE, BE IT ORDAINED, that there be and is hereby levied the sum of Three Million, Three Hundred and Fifty-Three Thousand Dollars (\$3,353,000) on all the taxable property in the County of Winnebago, State of Illinois, for the said year 2022, as a "Tort Judgment and Liability Insurance Tax": and that the County Clerk of said County be and is hereby authorized and directed to extend a rate of taxation that will produce said amount for the objects and purposes as set forth in the Tort Judgment and Liability Insurance Fund 2023 Appropriations; and

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.

(AGREE)

JAIME SALGADO,
FINANCE CHAIRMAN

PAUL ARENA

JOE HOFFMAN

JEAN CROSBY

JOHN BUTITTA

STEVE SCHULTZ

KEITH McDONALD

Respectfully Submitted,
FINANCE COMMITTEE
(DISAGREE)

JAIME SALGADO,
FINANCE CHAIRMAN

PAUL ARENA

JOE HOFFMAN

JEAN CROSBY

JOHN BUTITTA

STEVE SCHULTZ

KEITH McDONALD

THE ABOVE AND FOREGOING ORDINANCE WAS ADOPTED BY THE COUNTY BOARD OF
THE COUNTY OF
WINNEBAGO, ILLINOIS THIS ____ DAY OF _____ 2022.

ATTESTED BY:

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

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



Resolution Executive Summary

Prepared By: David J. Rickert

Committee: Finance Committee

Committee Date: October 20th, 2022

Resolution Title: Ordinance to Authorize a Levy of Property Taxes in Fiscal Year 2023 for the Social Security Fund

County Code: Not Applicable

Board Meeting Date: October 27th, 2021

Budget Information:

Was item budgeted?	Yes	Appropriation Amount:	\$3,373,260
If not, explain funding source: N/A			
ORG/OBJ/Project Code:	N/A	Budget Impact:	N/A

Background Information: That there be and is hereby levied the sum of Three Million, Three Hundred and Seventy-Three Thousand, Two Hundred and Sixty Dollars (\$3,373,260) on all the taxable property in the County of Winnebago, State of Illinois, for the said year 2022, as a “Social Security and Medicare Fund Tax”: and that the County Clerk of said County be and is hereby authorized and directed to extend a rate of taxation that will produce said amount for the objects and purposes as set forth in the Social Security and Medicare Fund 2023 Appropriations.

Recommendation: Staff concurs

Contract/Agreement: N/A

Legal Review: N/A

Follow-Up: N/A

2022 CO

TAX LEVY SOCIAL SECURITY AND MEDICARE FUND

WHEREAS, The Finance Committee of the County Board of Winnebago County, State of Illinois, has reviewed the estimated revenue and expenditure budget for the fiscal year October 1, 2022 through September 30, 2023; and,

WHEREAS, said expenditure budget is for the purposes of paying the expenses of General County Government as set forth in the "Illinois Revised Statutes chapter 108-1/2, paragraph 7-172.2."

NOW, THEREFORE, BE IT ORDAINED, that there be and is hereby levied the sum of Three Million, Three Hundred and Seventy Three Thousand, Two Hundred and Sixty Dollars (\$3,373,260) on all the taxable property in the County of Winnebago, State of Illinois, for the said year 2022, as a "Social Security and Medicare Fund Tax": and that the County Clerk of said County be and is hereby authorized and directed to extend a rate of taxation that will produce said amount for the objects and purposes as set forth in the Social Security and Medicare Fund 2023 Appropriations; and

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.

(AGREE)

JAIME SALGADO,
FINANCE CHAIRMAN

PAUL ARENA

JOE HOFFMAN

JEAN CROSBY

JOHN BUTITTA

STEVE SCHULTZ

KEITH McDONALD

Respectfully Submitted,
FINANCE COMMITTEE
(DISAGREE)

JAIME SALGADO,
FINANCE CHAIRMAN

PAUL ARENA

JOE HOFFMAN

JEAN CROSBY

JOHN BUTITTA

STEVE SCHULTZ

KEITH McDONALD

THE ABOVE AND FOREGOING ORDINANCE WAS ADOPTED BY THE COUNTY BOARD OF
THE COUNTY OF
WINNEBAGO, ILLINOIS THIS ____ DAY OF _____ 2022.

ATTESTED BY:

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

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



Resolution Executive Summary

Prepared By: David J. Rickert

Committee: Finance Committee

Committee Date: October 20th, 2022

Resolution Title: Ordinance to Authorize a Levy of Property Taxes in Fiscal Year 2023 for the Veterans Assistance Fund

County Code: Not Applicable

Board Meeting Date: October 27th, 2022

Budget Information:

Was item budgeted?	Yes	Appropriation Amount:	\$658,620
If not, explain funding source: N/A			
ORG/OBJ/Project Code:	N/A	Budget Impact:	N/A

Background Information: That there be and is hereby levied the sum of Six Hundred Fifty-Eight Thousand, Six Hundred and Twenty Dollars (\$658,620) on all the taxable property in the County of Winnebago, State of Illinois, for the said year 2022, as a “Veterans Assistance Tax”; and that the County Clerk of said County be and is hereby authorized and directed to extend a rate of taxation that will produce said amount for the objects and purposes as set forth in the Veterans Assistance Fund 2023 Appropriations.

Recommendation: Staff concurs

Contract/Agreement: N/A

Legal Review: N/A

Follow-Up: N/A

2022 CO

TAX LEVY VETERANS ASSISTANCE FUND

WHEREAS, the Finance Committee of the County Board of Winnebago County, State of Illinois, has reviewed the estimated revenue and expenditure budget for the fiscal year October 1, 2022 through September 30, 2023; and,

WHEREAS, said expenditure budget is for the purposes of paying the expenses of General County Government as set forth in the “An Act to Revise the Law in Relation to Counties”, as amended.

NOW, THEREFORE, BE IT ORDAINED, that there be and is hereby levied the sum of Six Hundred Fifty-Eight Thousand, Six Hundred and Twenty Dollars (\$658,620) on all the taxable property in the County of Winnebago, State of Illinois, for the said year 2022, as a “Veterans Assistance Tax”: and that the County Clerk of said County be and is hereby authorized and directed to extend a rate of taxation that will produce said amount for the objects and purposes as set forth in the Veterans Assistance Fund 2023 Appropriations; and

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.

(AGREE)

Respectfully Submitted,
FINANCE COMMITTEE
(DISAGREE)

JAIME SALGADO,
FINANCE CHAIRMAN

JAIME SALGADO,
FINANCE CHAIRMAN

PAUL ARENA

PAUL ARENA

JOE HOFFMAN

JOE HOFFMAN

JEAN CROSBY

JEAN CROSBY

JOHN BUTITTA

JOHN BUTITTA

STEVE SCHULTZ

STEVE SCHULTZ

KEITH McDONALD

KEITH McDONALD

THE ABOVE AND FOREGOING ORDINANCE WAS ADOPTED BY THE COUNTY BOARD OF
THE COUNTY OF
WINNEBAGO, ILLINOIS THIS ____ DAY OF _____ 2022.

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



Resolution Executive Summary

Prepared By: David J. Rickert

Committee: Finance Committee

Committee Date: October 20th, 2022

Resolution Title: Ordinance to Authorize a Levy of Property Taxes in Fiscal Year 2023 for the Detention Home Fund

County Code: Not Applicable

Board Meeting Date: October 27th, 2022

Budget Information:

Was item budgeted? Yes	Appropriation Amount: \$1,836,380
If not, explain funding source: N/A	
ORG/OBJ/Project Code: N/A	Budget Impact: N/A

Background Information: That that there be and is hereby levied the sum of One Million, Eight Hundred Thirty-Six Thousand, Three Hundred and Eighty Dollars (\$1,836,380) on all the taxable property in the County of Winnebago, State of Illinois, for the year 2022 for the purpose of purchasing, erecting, leasing, or otherwise providing, establishing, supporting, and maintaining such detention home, and said tax was authorized by the legal voters of the County of Winnebago on November 2, 1954. the County Clerk of said County be and is hereby authorized and directed to extend a rate of taxation that will produce said amount for the objects and purposes as set forth in the Detention Home Fund 2023 Appropriations.

Recommendation: Staff concurs

Contract/Agreement: N/A

Legal Review: N/A

Follow-Up: N/A

2022 CO

TAX LEVY DETENTION HOME FUND

WHEREAS, the Finance Committee of the County Board of Winnebago County, State of Illinois, has reviewed the estimated revenue and expenditure budget for the fiscal year October 1, 2022 through September 30, 2023; and,

WHEREAS, said expenditure budget is for the purposes set forth in “An Act to Authorities to Provide for the Temporary Care and Custody of Dependent, Delinquent, or Truant Children, and to Levy and Collect a Tax for the Purpose.”

NOW, THEREFORE, BE IT ORDAINED, that there be and is hereby levied the sum of One Million, Eight Hundred Thirty-Six Thousand, Three-Hundred and Eighty Dollars (\$1,836,380) on all the taxable property in the County of Winnebago, State of Illinois, for the year 2022 for the purpose of purchasing, erecting, leasing, or otherwise providing, establishing, supporting, and maintaining such detention home, and said tax was authorized by the legal voters of the County of Winnebago on November 2, 1954. the County Clerk of said County be and is hereby authorized and directed to extend a rate of taxation that will produce said amount for the objects and purposes as set forth in the Detention Home Fund 2023 Appropriations; and

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.

(AGREE)

JAIME SALGADO,
FINANCE CHAIRMAN

PAUL ARNEA

JOE HOFFMAN

JEAN CROSBY

JOHN BUTITTA

STEVE SCHULTZ

KEITH McDONALD

Respectfully Submitted,
FINANCE COMMITTEE
(DISAGREE)

JAIME SALGADO,
FINANCE CHAIRMAN

PAUL ARENA

JOE HOFFMAN

JEAN CROSBY

JOHN BUTITTA

STEVE SCHULTZ

KEITH McDONALD

THE ABOVE AND FOREGOING ORDINANCE WAS ADOPTED BY THE COUNTY BOARD OF
THE COUNTY OF
WINNEBAGO, ILLINOIS THIS ____ DAY OF _____ 2022.

ATTESTED BY:

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

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



Resolution Executive Summary

Prepared By: David J. Rickert

Committee: Finance Committee

Committee Date: October 20th, 2022

Resolution Title: Ordinance to Authorize a Levy of Property Taxes in Fiscal Year 2023 for the Historical Museum Fund

County Code: Not Applicable

Board Meeting Date: October 27th, 2022

Budget Information:

Was item budgeted? Yes	Appropriation Amount: \$121,300
If not, explain funding source: N/A	
ORG/OBJ/Project Code: N/A	Budget Impact: N/A

Background Information: That there be and is hereby levied the sum of One Hundred Twenty One Thousand, Three Hundred Dollars (\$121,300) on all the taxable property in the County of Winnebago, State of Illinois, as a “Historical Museum Tax”: for the year 2022 and that the County Clerk of said County be and is hereby authorized and directed to extend a rate of taxation that will produce said amount for the objects and purposes as set forth in the Historical Museum Fund 2023 Appropriations.

Recommendation: Staff concurs

Contract/Agreement: N/A

Legal Review: N/A

Follow-Up: N/A

2022 CO

TAX LEVY HISTORICAL MUSEUM FUND

WHEREAS, the Finance Committee of the County Board of Winnebago County, State of Illinois, has reviewed the estimated revenue and expenditure budget for the fiscal year October 1, 2022 through September 30, 2023; and,

WHEREAS, said expenditure budget is for the purposes of paying the expenses of General County Government as set forth IN “An Act to Levy Taxes for the Maintenance of Historical Museums,” as amended.

NOW, THEREFORE, BE IT ORDAINED, that there be and is hereby levied the sum of One Hundred Twenty One Thousand, Three Hundred Dollars (\$121,300) on all the taxable property in the County of Winnebago, State of Illinois, as a “Historical Museum Tax”: for the year 2022 and that the County Clerk of said County be and is hereby authorized and directed to extend a rate of taxation that will produce said amount for the objects and purposes as set forth in the Historical Museum Fund 2023 Appropriations; and

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.

(AGREE)

JAIME SALGADO,
FINANCE CHAIRMAN

PAUL ARENA

JOE HOFFMAN

JEAN CROSBY

JOHN BUTITTA

STEVE SCHULTZ

KEITH McDONALD

Respectfully Submitted,
FINANCE COMMITTEE
(DISAGREE)

JAIME SALGADO,
FINANCE CHAIRMAN

PAUL ARENA

JOE HOFFMAN

JEAN CROSBY

JOHN BUTITTA

STEVE SCHULTZ

KEITH McDONALD

THE ABOVE AND FOREGOING ORDINANCE WAS ADOPTED BY THE COUNTY BOARD OF
THE COUNTY OF
WINNEBAGO, ILLINOIS THIS ____ DAY OF _____ 2022.

ATTESTED BY:

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

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



Resolution Executive Summary

Prepared By: David J. Rickert

Committee: Finance Committee

Committee Date: October 20th, 2022

Resolution Title: Ordinance to Authorize a Levy of Property Taxes in Fiscal Year 2023 for the Nursing Home Operations Fund

County Code: Not Applicable

Board Meeting Date: October 27th, 2022

Budget Information:

Was item budgeted? Yes	Appropriation Amount: \$1,919,000
If not, explain funding source: N/A	
ORG/OBJ/Project Code: N/A	Budget Impact: N/A

Background Information: That there be and is hereby levied the sum of One Million, Nine Hundred and Nineteen Thousand Dollars (\$1,919,000) on all the taxable property in the County of Winnebago, State of Illinois, as a County Tax for the purpose of maintaining a County Nursing Home for the year 2022 and that the County Clerk of said County be and is hereby authorized and directed to extend a rate of taxation that will produce said amount for the objects and purposed as set forth in the County Nursing Home Operations Fund 2023 Appropriations.

Recommendation: Staff concurs

Contract/Agreement: N/A

Legal Review: N/A

Follow-Up: N/A

2022 CO

TAX LEVY

COUNTY NURSING HOME OPERATIONS FUND

WHEREAS, the County Board of the County of Winnebago did adopt a resolution for a referendum to establish a levy for the purpose of maintaining the County Nursing Home; and,

WHEREAS, a majority of the voters of Winnebago County, Illinois voting in the election of November 7, 1989 voted in favor of authorizing the County to levy and collect a tax at a rate not to exceed .10% for the purpose of maintaining the County Nursing Home; and,

WHEREAS, the Finance Committee of the County Board of Winnebago County, State of Illinois, has reviewed the estimated revenue and expenditure budget for the fiscal year October 1, 2022 through September 30, 2023; and,

WHEREAS, said expenditure budget is for the purposes set forth in “An Act to Revise the Law in Relation to Counties,” as amended.

NOW, THEREFORE, BE IT ORDAINED, that there be and is hereby levied the sum of One Million, Nine Hundred and Nineteen Thousand Dollars (\$1,919,000) on all the taxable property in the County of Winnebago, State of Illinois, as a County Tax for the purpose of maintaining a County Nursing Home for the year 2022 and that the County Clerk of said County be and is hereby authorized and directed to extend a rate of taxation that will produce said amount for the objects and purposed as set forth in the County Nursing Home Operations Fund 2023 Appropriations, and

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.

(AGREE)

JAIME SALGADO,
FINANCE CHAIRMAN

PAUL ARENA

JOE HOFFMAN

JEAN CROSBY

JOHN BUTITTA

STEVE SCHULTZ

KEITH McDONALD

Respectfully Submitted,
FINANCE COMMITTEE
(DISAGREE)

JAIME SALGADO,
FINANCE CHAIRMAN

PAUL ARENA

JOE HOFFMAN

JEAN CROSBY

JOHN BUTITTA

STEVE SCHULTZ

KEITH McDONALD

THE ABOVE AND FOREGOING ORDINANCE WAS ADOPTED BY THE COUNTY BOARD OF
THE COUNTY OF
WINNEBAGO, ILLINOIS THIS ____ DAY OF _____ 2022.

ATTESTED BY:

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

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



Resolution Executive Summary

Prepared By: David J. Rickert

Committee: Finance Committee

Committee Date: October 20th, 2022

Resolution Title: Ordinance to Authorize a Levy of Property Taxes in Fiscal Year 2023 for the Childrens Advocacy Fund

County Code: Not Applicable

Board Meeting Date: October 27th, 2022

Budget Information:

Was item budgeted? Yes	Appropriation Amount: \$154,000
If not, explain funding source: N/A	
ORG/OBJ/Project Code: N/A	Budget Impact: N/A

Background Information: That there be and is hereby levied the sum of One Hundred, Fifty-Four Thousand Dollars (\$154,000) on all the taxable property in the County of Winnebago, State of Illinois, for the said year 2022 for the purpose of establishing and maintaining a Children's Advocacy Center, and said tax was authorized by the voters of the County of Winnebago on April 20, 1993. the County Clerk of said County be and is hereby authorized and directed to extend a rate of taxation that will produce said amount for the objects and purposes as set forth in the Children's Advocacy Project Fund 2023 Appropriations.

Recommendation: Staff concurs

Contract/Agreement: N/A

Legal Review: N/A

Follow-Up: N/A

2022 CO

**TAX LEVY
CHILDREN'S ADVOCACY PROJECT FUND**

WHEREAS, The Finance Committee of the County Board of Winnebago County, State of Illinois, has reviewed the estimated revenue and expenditure budget for the fiscal year October 1, 2022 through September 30, 2023; and,

WHEREAS, said expenditure budget is for the purposes set forth in the "Children's Advocacy Center Act."

NOW, THEREFORE, BE IT ORDAINED, that there be and is hereby levied the sum of One Hundred, Fifty-Four Thousand (\$154,000) on all the taxable property in the County of Winnebago, State of Illinois, for the said year 2022 for the purpose of establishing and maintaining a Children's Advocacy Center, and said tax was authorized by the voters of the County of Winnebago on April 20, 1993. the County Clerk of said County be and is hereby authorized and directed to extend a rate of taxation that will produce said amount for the objects and purposes as set forth in the Children's Advocacy Project Fund 2023 Appropriations; and

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.

(AGREE)

JAIME SALGADO,
FINANCE CHAIRMAN

PAUL ARENA

JOE HOFFMAN

JEAN CROSBY

JOHN BUTITTA

STEVE SCHULTZ

KEITH McDONALD

Respectfully Submitted,
FINANCE COMMITTEE
(DISAGREE)

JAIME SALGADO,
FINANCE CHAIRMAN

PAUL ARENA

JOE HOFFMAN

JEAN CROSBY

JOHN BUTITTA

STEVE SCHULTZ

KEITH McDONALD

THE ABOVE AND FOREGOING ORDINANCE WAS ADOPTED BY THE COUNTY BOARD OF
THE COUNTY OF
WINNEBAGO, ILLINOIS THIS ____ DAY OF _____ 2022.

ATTESTED BY:

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

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

ZONING COMMITTEE

Attachment
ZONING COMMITTEE
OF THE COUNTY BOARD AGENDA
October 27, 2022

Zoning Committee.....Jim Webster, Committee Chairman

PLANNING AND/OR ZONING REQUESTS:

TO BE LAID OVER:

1. Z-04-22 A MAP AMENDMENT TO REZONE 5.46 +-ACRES FROM THE AG, AGRICULTURAL PRIORITY DISTRICT TO THE RA, RURAL AGRICULTURAL RESIDENTIAL DISTRICT (A SUB-DISTRICT OF THE RA DISTRICT) requested by Harold and Penny Wirtjes, Property Owners, represented by James Hursh, Attorney, for a portion of the property that is commonly known as 11834 Winslow Road, Durand, IL 61024 in Harrison Township.
Part of PIN: 06-17-400-002 C.B. District 2
Les a Rating: Very High Consistent W/2030 LRMP-Future Map: NO
ZBA Recommendation: MOTION TO APPROVE FAILED (3-3)
ZC Recommendation: TBD

2. **COMMITTEE REPORT (ANNOUNCEMENTS)** - *for informational purposes only; not intended as an official public notice*:
 - Chairman, Brian Erickson, hereby announces that a *Zoning Board of Appeals (ZBA)* meeting is *tentatively* scheduled for **Tuesday, December 13, 2022**, at 5:30 p.m. in Room 303 the County Administration Building.
 - Chairman, Jim Webster, hereby announces that the next *Zoning Committee (ZC)* meeting is *tentatively* scheduled for **Wednesday, December 21, 2022**, at 5:30 p.m. in Room 303 of the County Administration Building.-----

ECONOMIC DEVELOPMENT COMMITTEE



Resolution Executive Summary

Committee Date: Monday, October 17, 2022

Committee: Economic Development

Prepared By: Chris Dornbush

Document Title: Resolution To Grant Five Thousand Dollars (\$5,000) From Host Fees To The Rockford Area Convention And Visitors Bureau (RACVB) To Support The 2022 Stroll On State Event

County Code: NA

Board Meeting Date: Thursday, October 27, 2022

Budget Information:

Was item budgeted? Yes	Appropriation Amount: \$5,000
If not, explain funding source:	
ORG - OBJ - Project Code: 41700 - 43190	Budget Impact: None - Budgeted

Background Information:

Winnebago County has historically supported Rockford Area Convention & Visitors Bureau (RACVB) to promote tourism and special events in the region. This request is for a grant of \$5,000 for the “Stroll On State” event in downtown Rockford, which will be in-person. The County approved this same amount (\$5,000) in 2021 for in-person last year and also in 2020, but that was a virtual event.

Recommendation:

Winnebago County has historically supported Rockford Area Convention & Visitors Bureau (RACVB) to promote tourism and special events that spur positive economic impact to the region. The Economic Development Committee along with the County Board has supported the efforts of RACVB numerous times in recent years, its more recent financial assistance from host fees are Stroll-On-State 2021-CR-135 (\$5,000), 2020-CR-143 (\$5,000) and the WNIT tournament 2021-CR-026 (\$20,000).

Contract/Agreement:

NA

Legal Review:

Yes

Follow-Up:

Rockford Area Convention & Visitors Bureau (RACVB) updates the Economic Development Committee on a quarterly basis and/or the entire Board as they see fit.

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

SUBMITTED BY: ECONOMIC DEVELOPMENT COMMITTEE

2022 CR _____

**RESOLUTION TO GRANT FIVE THOUSAND DOLLARS (\$5,000) FROM HOST FEES
TO THE ROCKFORD AREA CONVENTION AND VISITORS BUREAU (RACVB) TO
SUPPORT THE 2022 STROLL ON STATE EVENT**

WHEREAS, the County of Winnebago, Illinois supports the growth of economic development for the region by the attraction of tourism and special events to the area; and

WHEREAS, the Rockford Area Convention and Visitors Bureau, (hereinafter “RACVB”) works to grow the economic impact to the Winnebago County Region; and

WHEREAS, the RACVB is requesting \$5,000.00 (Five Thousand Dollars) to hold the annual special event in the region to draw visitors to downtown Rockford, Winnebago County for tourism by hosting Stroll on State in-person this year.

NOW THEREFORE, BE IT RESOLVED, the County of Winnebago, Illinois will grant \$5,000.00 (Five Thousand Dollars) to the Rockford Area Convention and Visitors Bureau (RACVB) from host fee funds to support tourism by Stroll on State.

BE IT FURTHER RESOLVED, that the Rockford Area Convention and Visitors Bureau (RACVB) will be required to reimburse the County the \$5,000 (Five Thousand Dollars) of this grant allocated to the “Stroll on State” event, should “Stroll on State” not occur in 2022.

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

BE IT FURTHER RESOLVED, that the Clerk of the County Board is hereby authorized to prepare and deliver a certified copy of this Resolution to the Winnebago County Director of Regional Planning and Economic Development, County Administrator, the County Auditor, the County Finance Director, and the Executive Director of the Rockford Area Convention and Visitors Bureau.

Respectfully submitted,

Economic Development Committee

AGREE

DISAGREE

JOHN SWEENEY, CHAIRMAN

JOHN SWEENEY, CHAIRMAN

DOROTHY REDD, VICE CHAIRWOMAN

DOROTHY REDD, VICE CHAIRWOMAN

JEAN CROSBY

JEAN CROSBY

ANGELA FELLARS

ANGELA FELLARS

BRAD LINDMARK

BRAD LINDMARK

TIM NABORS

TIM NABORS

FRED WESCOTT

FRED WESCOTT

The above and foregoing Resolution was adopted by the County Board of the County of Winnebago, Illinois this ____ day of _____ 2022.

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

Winnebago County Annual Host Fee Award Policy Application

ORGANIZATIONAL INFORMATION	
Organization Name:	Rockford Area Convention & Visitors Bureau
Contact (Point) Person:	Kristen Paul
Contact Person Position:	Director of Destination Development
Contact Phone Number:	(<u>8</u> <u>1</u> <u>5</u>) <u>4</u> <u>8</u> <u>9</u> - <u>1</u> <u>6</u> <u>6</u> <u>1</u> Circle One: Work Home Mobile Other: _____ () - Circle One: Work Home Mobile Other: _____
Address(es) / Location(s) of Activity:	1) <u>Stroll on State takes place in downtown Rockford, IL</u> 2) _____ 3) _____
Description of the Organization:	RACVB is a private, non-profit organization established in 1984 to promote and champion efforts to make the Rockford Region an overnight visitor destination. The mission of RACVB is to drive quality of life and economic growth for our citizens through tourism marketing and destination development. PRIORITY RESULTS: 1.1 CREATE ECONOMIC WEALTH: The Rockford Region experiences growth in tourism's leading indicators. 1.2 ENHANCE TOURISM PRODUCT: The Rockford Region offers unique and marketable experiences and venues that meet or exceed visitor expectations and enhance quality of life for citizens. 1.3 ENGAGE CONSTITUENTS ON BEHALF OF TOURISM: RACVB tourism marketing and destination development efforts have broad support among key stakeholders. EXTERNAL ROLE STATEMENT: The RACVB adds wealth to the region's economy by growing tourism.
Requested Award Amount (\$):	\$ <u> </u> <u> </u> , <u> </u> <u> </u> <u> </u> <u>5</u> , <u> </u> <u> </u> <u> </u> <u>0</u> <u> </u> <u> </u> <u>0</u> <u> </u> <u> </u> <u>00</u>
Proposed Use of Award (specific): <i>Should address items, such as: what, who, when, where, how, etc.?</i>	Stroll on State is celebrating its 10th year with the largest festival yet. Stroll on State has been a staple for our community and a means to support local business owners while bringing our community together through the magic of the holidays. In planning the 2022 Stroll on State, there have been increased expenses. These increases are in key areas vital in holding an in-person experience that follows recommendations and best practices post-pandemic and latest large-event safety protocols. Support from the county will be paired with funding secured from over 2 private donors and in-kind support from partners such as the City of Rockford to cover the additional costs associated with producing this event. Funding will allow for the event to remain free and open to everyone throughout Winnebago County. We want to offer a partnership in this year's Stroll on State sponsorship option that helps spread cheer throughout the season. The sponsorship is attached and available for a \$5,000 investment with many visible benefits and recognition, as shown on the attached document. Bringing the county together and celebrating remains at the heart of Stroll on State and this sponsorship will help keep the event free for the community. See attachment

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

Winnebago County Annual Host Fee Award Policy Application

Expected Program Outcomes Outlined:	Each year we collect results through surveys and wrap-up meetings that provide us with data showcasing the results of the event. Based upon this collected data, we expect the following outcomes: • Participants of various income levels and socioeconomic statuses are able to participate in a free uplifting holiday experience resulting in a sentiment of welcoming diversity and increased civility within our region. • Increased revenue for local participating businesses during the holiday season, specifically on days of promotion and activation. • Positive experience, perception, and association with Winnebago County will result in increased visits to our region and support of local businesses throughout the year.		
	OTHER PARTICIPATING ORGANIZATION(S)		
Name(s)	INVESTMENT		
	Amount (\$)	or	Type of Involvement (<i>Description</i>)
	\$ ____ , ____ , ____ . <u>00</u>		
	Has the investment been formally/ officially approved? ☐ Approved Date: _____ ☐ Anticipated Date: _____		
	\$ ____ , ____ , ____ . <u>00</u>		
	Has the investment been formally/ officially approved? ☐ Approved Date: _____ ☐ Anticipated Date: _____		
	\$ ____ , ____ , ____ . <u>00</u>		
	Has the investment been formally/ officially approved? ☐ Approved Date: _____ ☐ Anticipated Date: _____		

Required documents to be submitted by the Organization

☒ 501(c)(3) tax exempt status

☒ signed W-9 form

K Paul

September 20, 2022

Applicant Signature

Date _____

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

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

STROLL on STATE[®]

Presented by
ILLINOIS
BANK & TRUST

2022 *Sponsorship*

HOLIDAY SPIRIT SPONSOR

Updated March 2022



PROMOTION

- Inclusion in all **media releases**
- Name in **all print advertising** (2 million annual consumer impressions)
- Logo in post-event newspaper **full-page thank you ads**
- Logo on Stroll on State **website**
- Special mentions on RACVB **social media**: Twitter, Facebook, Instagram (115,000+ consumer impressions)
- Ability to use **Stroll on State logo** on company website/posts (content approval required)

ON-SITE

- Logo displayed on 10 **gift boxes or planter signs** in downtown Rockford
- 3 easy access **parking passes**
- 20 VIP passes to the **RACVB Warming Lounge** (complimentary snacks and non-alcoholic beverages, cash bar, access to indoor restrooms, kid-friendly activities) (valid one per person)

INVESTMENT = \$5,000



Corporation/LLC Search/Certificate of Good Standing

Corporation File Detail Report

File Number	53594433
Entity Name	ROCKFORD AREA CONVENTION & VISITORS BUREAU
Status	ACTIVE

Entity Information
Entity Type CORPORATION
Type of Corp NOT-FOR-PROFIT
Incorporation Date (Domestic) Thursday, 27 September 1984
State ILLINOIS
Duration Date PERPETUAL

Agent Information
Name

JOHN ALAN GROH
Address 102 N MAIN ST ROCKFORD , IL 61101
Change Date Thursday, 30 July 2009

Annual Report
Filing Date Wednesday, 3 August 2022
For Year 2022

[Return to Search](#)

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[Adopting Assumed Name](#)

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

(One Certificate per Transaction)



Resolution Executive Summary

Committee Date: Monday, October 17, 2022

Committee: Economic Development

Prepared By: Chris Dornbush & Jas Bilich

Document Title: Resolution Approving The American Rescue Plan (ARP) Funds For Economic Impact Program For The Chairman's Initiative Group Four (4) Projects

County Code: Resolution Establishing The American Rescue Plan (ARP) Funds For Economic Impact Program Policy (2022-CR-012)

Board Meeting Date: Thursday, October 27, 2022

Budget Information:

Was item budgeted? Yes	Appropriation Amount: \$75,000
If not, explain funding source:	
ORG - OBJ - Project Code:	Budget Impact: None - Budgeted

Background Information:

Winnebago County received in total approximately \$55 million (County Board approved Phase 1 July 22, 2022, 2021-CO-057) from the American Rescue Plan Act of 2021, of which \$1,000,000 (County Board Approved February 24, 2022, 2022-CR-012) will be used for Board Member Initiatives, as long as they are ARP compliant, reviewed by the external auditor, and approved by the County Board. These 5 listed Projects under Group Four (4) are what is to be considered by the Board, allocation amounts and Board Member participation may vary by end of Program. Program allocation use descriptions are listed with Program/Project Names.

Recommendation:

Administration supports the County Board Member initiatives requested from ARP funds to be used for economic development impacts for the community to combat the negative effects from COVID-19.

Contract/Agreement:

NA

Legal Review:

Yes

Follow-Up:

None required, but Board Members may report back upon request for project updates.

SPONSORED BY: JOHN SWEENEY

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

2022 CR _____

SUBMITTED BY: ECONOMIC DEVELOPMENT COMMITTEE

**RESOLUTION APPROVING THE AMERICAN RESCUE PLAN (ARP) FUNDS FOR
ECONOMIC IMPACT PROGRAM FOR THE CHAIRMAN'S INITIATIVE
GROUP FOUR (4) PROJECTS**

WHEREAS, in 2021 the County of Winnebago, Illinois (County) became a recipient of American Rescue Plan Act (hereinafter "ARP") funds from the federal government to assist in combating the COVID-19 pandemic; and

WHEREAS, the County has determined that a portion of the award, one million dollars (\$1,000,000) of the total funds to be received, shall be used for economic development throughout the county due to the adverse impact of COVID-19; and

WHEREAS, the Economic Development Committee and the Winnebago County Board developed and approved the "American Rescue Plan (ARP) Funds for Economic Impact Program Policy" (Program) in order to define the process for the allocation of ARP funds on February 24, 2022 (2022-CR-012); and

WHEREAS, the Program provides Winnebago County Board Members the ability to allocate funds for projects within their district or within the geographic boundaries of Winnebago County, Illinois to assist with the negative economic impacts from COVID-19; and

WHEREAS, this Resolution further substantiates the Program Projects approved by the previously established County Board ARP Policy and the External Auditor's Review of the attached (Exhibit A) Projects listed.

NOW THEREFORE, BE IT RESOLVED, by the County Board of the County of Winnebago, Illinois that the County Board hereby approves the Program Projects listed as "Exhibit A, Chairman's Initiative Projects for Economic Impact, Group Four (4)", as outlined and approved in the, "American Rescue Plan (ARP) Funds for Economic Impact Program Policy and further approved by the external auditor to be ARP compliant.

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

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

Respectfully Submitted,
Economic Development Committee

AGREE

DISAGREE

JOHN SWEENEY, CHAIRMAN

JOHN SWEENEY, CHAIRMAN

DOROTHY REDD, VICE CHAIRWOMAN

DOROTHY REDD, VICE CHAIRWOMAN

JEAN CROSBY

JEAN CROSBY

ANGELA FELLARS

ANGELA FELLARS

BRAD LINDMARK

BRAD LINDMARK

TIM NABORS

TIM NABORS

FRED WESCOTT

FRED WESCOTT

The above and foregoing Resolution was adopted by the County Board of the County of Winnebago, Illinois this ____ day of _____ 2022.

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

EXHIBIT A
Chairman's Initiative Projects For Economic Impact, Group Four (4)

PROJECT	BOARD MEMBER PARTICIPATION (may vary)	ANTICIPATED ALLOCATION AMOUNT (may vary)	PROPOSED USE
Blue 815	Fred Wescott, John Sweeney	\$ 23,000	A portion of these funds (\$6,000) will specifically be used to support the Community Outreach department within the Winnebago County Sheriff's Office in purchasing equipment that can be utilized by the Community Officers for various events across the county that will help build relationships within the community (movie nights, holiday events, etc.) Remaining funds will be used to directly impact our mission of educating the community about law enforcement, supporting law enforcement/first responders, helping to bridge the gap between community members and law enforcement by promoting, participating, and donating to various events and causes within the community and linked to local law enforcement agencies, and honoring fallen officers.
Rockford Family Peace Center	Angela Fellars	\$ 17,000	The Family Peace Center proposes using this award for a legal fund for survivors of intimate partner violence who cannot otherwise secure legal representation through alternative pro bono partners. Specifically, this fund will assist clients of the Family Peace Center in paying for an emergency consultation and assistance drafting and filing documents related to custody of their child(ren). Eligibility criteria include: 1) they must be a client of the FPC, 2) they must have requested and been denied services from our other legal partners, and 3) the matter for which they are seeking legal assistance must involve custody of their children who they have in common with their abusive partner. The request can be made in the context of intake or case management services at the Family Peace Center. The survivor will be responsible for identifying the attorney and the attorney must agree to limited scope representation of the client and to invoice the Family Peace Center for a one-time payment for services not to exceed \$3,000.
Rockford Mass Transit District (RMTD)	Jaime Salgado	\$ 15,000	Purchase of an RMTD bus passenger shelter. Once received, RMTD staff will assemble the shelter and install at Broadway and Seventh Street. At minimum, the specific shelter specifications: 5'x10' Eclipse Aluminum Structure Four Sides; Front Centered Windscreen with Two ADA Openings White Aluminum Powder Coat Painted Finish – RAL 9006 3/8" Clear Tempered Safety Glass Arched Roof with Bronze Acrylic 4 – Two Piece Spun Anchor Boot Covers 6' Eclipse Bench with Two Armrests and Black HDPE Bench Slats Solar Lighting Package for General Illumination with Rigid Solar Panel and 6 Watt LED Light
Entrepreneur Club	Jaime Salgado, Dorothy Redd	\$ 10,000	The Entrepreneur Club provides vital economic development services to prospective, new and hopeful small business owners through educational events, one-on-one mentoring, and connectivity to community business partners, resources, expertise from several industries to support new business success. During the pandemic the organization was severely hurt by it's inability to meet in person and events came to a halt as did any funding opportunities. The funds would be utilized to reignite activities and put out new educational events for individuals looking to either start new businesses and/or get access to resoucrs and expertise from community partner professionals and organizations.
Friends of the Coronado	Angela Fellars	\$ 10,000	FOC will use the ARP funds for the REACH for the Stars student outreach project at the Coronado Theatre. 8,000 students, teachers and chaperones from the Rockford Public Schools (30% of the total RPS K-12 enrollment) all 4th, 5th and 6th grade students+ other RPS special programs and educators, will attend a fully staged performance of The Peking Acrobats, March 15 and 16, 2023 at the Coronado Theatre at no cost to the student. FOC will implement the following REACH project activities: * Contracting with the Peking Acrobats for (4) student performances * Manage Coronado Theatre labor and production costs * Coordinate school participation, transportation and distribution of educational materials. * Complete final reporting of project outcome and impact

OPERATIONS & ADMINISTRATIVE COMMITTEE



Resolution Executive Summary

Prepared By: Debbie Crozier/Human Resources

Committee: Operations and Administrative Committee

Committee Date: October 20, 2022

Resolution Title: Resolution Establishing the County Holiday Schedule for 2023

Board Meeting Date: October 27, 2022

Budget Information:

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

Background Information: This is the annual holiday schedule for calendar year 2023, to be reviewed and approved by County Board.

Recommendation: Patrick Thompson and Human Resources have reviewed the resolution presented to the Board and recommend its approval.

Contract/Agreement: N/A

Legal Review: Reviewed with the States Attorney's Office.

Follow-Up: N/A

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

Sponsored by: Keith McDonald

Submitted by: Operations and Administrative Committee

2022 CR

RESOLUTION ESTABLISHING THE COUNTY HOLIDAY SCHEDULE FOR 2023

WHEREAS, the County Board of the County of Winnebago, Illinois, pursuant to the Illinois Revised Statutes, Chapter 34, Paragraph 303, (12th), is authorized to fix the days and hours of opening and closing of the County offices and departments; and,

WHEREAS, the County Board, AFSCME Local 473 and FOP Lodge 50 have agreed that the County Board shall designate the date upon which certain holidays shall be observed for purposes of their collective bargaining agreements.

NOW, THEREFORE, BE IT RESOLVED, by the County Board of the County of Winnebago, Illinois that, for the calendar year 2023, all county offices and departments subject hereto shall be closed for all Saturdays, Sundays, and the following holidays subject to adjustment, if necessary, based on collective bargaining negotiations:

DATE	DAY	HOLIDAY
January 2 nd	Monday	New Year's Day (Observed)
January 16 th	Monday	Martin Luther King Jr. Day
February 20 th	Monday	President's Day
May 29 th	Monday	Memorial Day
June 19 th	Monday	Juneteenth
July 4 th	Tuesday	Independence Day
September 4 th	Monday	Labor Day
October 9 th	Monday	Columbus Day
November 10 th	Friday	Veteran's Day
November 23 rd	Thursday	Thanksgiving Day
November 24 th	Friday	Thanksgiving Holiday
December 25 th	Monday	Christmas Day
December 26 th	Tuesday	Christmas Holiday (Observed)

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 copies of this resolution to the Chairman of the County Board, all elected and appointed County Officers, the Chief Judge of the 17th Judicial Circuit, the Staff Representatives of AFSCME Local 473, and the President of FOP Lodge 50.

Respectfully Submitted,
OPERATIONS AND ADMINISTRATIVE COMMITTEE

AGREE

DISAGREE

KEITH McDONALD, CHAIRMAN

KEITH McDONALD, CHAIRMAN

JOHN BUTITTA, VICE

JOHN BUTITTA, VICE CHAIRMAN

PAUL ARENA

PAUL ARENA

JEAN CROSBY

JEAN CROSBY

JOE HOFFMAN

JOE HOFFMAN

DOROTHY REDD

DOROTHY REDD

JAIME SALGADO

JAIME SALGADO

The above and foregoing Resolution was adopted by the County Board of the County of Winnebago, Illinois this ____ day of _____ 2022.

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



Resolution Executive Summary

Prepared By: Debbie Crozier/Human Resources

Committee: Operations and Administrative Committee

Committee Date: October 20, 2022

Resolution Title: Resolution Authorizing the Execution of a Renewal Agreement with AmWINS Group Benefits for the Administration of a Retiree Medical and RX Plan

Board Meeting Date: October 27, 2022

Budget Information:

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

Background Information: Winnebago County offers the retirees age 65 and over the option of electing a Medicare supplement and RX plan. The retiree pays 100% of the cost of this plan, we currently have 22 over age 65 retirees covered under this plan. The plan with AmWINS has been effective since January 1, 2013.

Recommendation: Patrick Thompson and Human Resources have reviewed the resolution presented to the Board and recommend its approval.

Contract/Agreement: January 1, 2023 – December 31, 2023

Legal Review: Reviewed with the States Attorney's Office.

Follow-Up: N/A

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

Sponsored by: Keith McDonald

Submitted by: Operations and Administrative Committee

2022 CR

**RESOLUTION AUTHORIZING THE EXECUTION OF A RENEWAL AGREEMENT WITH AMWINS
GROUP BENEFITS FOR THE ADMINISTRATION OF A RETIREE MEDICAL AND RX PLAN**

WHEREAS, the County of Winnebago in 2022 offers a fully-insured Medicare supplement and RX plan to the retirees through AmWins; the County's Benefit Consultant recommends continuation of the Medicare Supplement and RX plan through Amwins; and,

WHEREAS, the County's Benefit Consultant recommends the continuation of the administrative services by AmWins; and,

WHEREAS, AmWINS Group Benefits has proposed the following rates to Winnebago County for the Medicare Supplement Plan and RX plan in 2023; see Resolution Exhibit A; and,

Medicare Supplement Plan and Part D Drug Plan: \$515.59 per retiree per month

This is a 4.92% increase from 2022 rates.

Retirees that elect this plan pay the full cost.

(We have 2 retirees in Florida that have a different rate, the Florida 2023 rate increase is between 2.20%-2.47%.)

WHEREAS, the Operations and Administrative Committee of the County Board for the County of Winnebago, Illinois has reviewed the renewal and recommends that the County Board authorize execution of an agreement with AmWINS Group Benefits for the Medicare supplement and RX plan for retirees for the year January 1, 2023 through December 31, 2023.

NOW, THEREFORE BE IT RESOLVED, by the County Board of the County of Winnebago, Illinois that the Winnebago County Board Chairman is hereby authorized to execute an agreement attached hereto as Resolution Exhibit A with AMWINS GROUP BENEFITS, 10 LASALLE STREET, SUITE 3200, CHICAGO, IL 60603 for the Medicare Supplement and RX plan for Winnebago County retirees.

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 Director of Purchasing, Director of Human Resources, County Auditor and the County Board Office.

Respectfully Submitted,
OPERATIONS AND ADMINISTRATIVE COMMITTEE

AGREE

DISAGREE

KEITH McDONALD, CHAIRMAN

KEITH McDONALD, CHAIRMAN

JOHN BUTITTA, VICE CHAIRPERSON

JOHN BUTITTA, VICE CHAIRMAN

PAUL ARENA

PAUL ARENA

JEAN CROSBY

JEAN CROSBY

JOE HOFFMAN

JOE HOFFMAN

DOROTHY REDD

DOROTHY REDD

JAIME SALGADO

JAIME SALGADO

The above and foregoing Resolution was adopted by the County Board of the County of
Winnebago, Illinois this ____ day of _____ 2022.

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



Bring on the Future

2023 Renewal Summary:
Winnebago County

PRESENTED BY:

Justin Goodwin
Amwins Group Benefits, LLC
Senior Vice President
T 301.601.9396
M 630.669.5500
justin.goodwin@Amwins.com

Winnebago County

2023 Retiree Medical & Rx Plan Renewal

Renewal Summary

We are pleased to provide the 2023 Group Retiree Medical and Prescription Drug Program Renewal for Winnebago County. Other than the annual Medicare deductible and co-insurance adjustments for Parts A, B, and D, the plan designs will remain unchanged for 2023. Please review the program details enclosed in this summary.

As always, Amwins Group Benefits will continue to provide our extensive administrative services including:

Eligibility Management

Annual and Monthly Enrollments

Retiree Communications

Customer Service

Program Administration

Billing and Collection of Premiums

Retiree Specialty Contact Center

Ongoing Retiree Advocacy and Support



Winnebago County

2023 Retiree Medical & Rx Plan Renewal

Medical Plan:

Underwritten by: Transamerica Life Insurance Company

Effective January 1, 2023 – December 31, 2023

	2022	2023	% Increase	# of Lives
CW Medical Plan	\$289.74	\$304.23	5.00%	20
FL Medical Plan¹	\$238.98	\$238.98	0.00%	1
FL Medical Plan²	\$190.32	\$190.32	0.00%	1

Members of FL are subject to state-mandated benefits and rates. Rates are based on zip and issue age. Transamerica filed a 3% renewal increase effective 1/1/2022. These rates are still in effect but are subject to change at any point throughout the year.

¹Issue age 73 Region 1

²Issue age 65 Region 1

Prescription Drug Plan:

Underwritten by: Express Scripts Medicare

Effective January 1, 2023 – December 31, 2023

	2022	2023	% Increase	# of Lives
Rx Plan	\$201.68	\$211.36	4.80%	22

Overall Combined Program:

	2022	2023	% Increase	# of Lives
CW Medical & Rx Plan	\$491.42	\$515.59	4.92%	20
FL Medical & Rx Plan*	\$440.66	\$450.34	2.20%	1
FL Medical & Rx Plan**	\$392.00	\$401.68	2.47%	1

Amounts are inclusive of all services performed by Amwins Group Benefits, insurance premiums and non-insurance costs. Administration services are provided by Amwins Group Benefits, LLC, a division of Amwins Group, Inc. Manage my Health is not included in the rates above.

¹Issue age 73 Region 1

²Issue age 65 Region 1

Manage my Health Offering:

	Monthly Fee Per Member
Manage my Health	\$10.00 Per Month

*MMH is offered at the group level and is not voluntary per member



Winnebago County

2023 Retiree Medical & Rx Plan Renewal

Retiree Program Plan Designs

Medical Plan:

Underwritten by: Transamerica Life Insurance Company
Effective January 1, 2023 – December 31, 2023

2023	Medical Plan
Deductible *	\$0.00
Coinsurance	0%
Total OOP Max **	\$0.00
Lifetime Benefit Max	Unlimited

* Part B Deductible (2022: \$233.00)

** Includes Calendar Year Deductible

Prescription Drug Plan:

Underwritten by: Express Scripts Medicare
Effective January 1, 2023 – December 31, 2023

2023	(30 Day Retail)**
Calendar Year Deductible:	\$0
Tier 1: Preferred Generic	\$5
Tier 2: Non-Preferred Generic	\$10
Tier 3: Preferred Brand	\$25
Tier 4: Non-Preferred Brand	\$60
Tier 5: Specialty	33%
Coverage in the Gap*	Same copay schedule as above
OOP over \$7,400	Greater of 5% of the cost of the drug or co-pay of \$4.15 for Generics for \$10.35 for Brands

*After your total yearly drug costs reach \$4,660, you will pay the same co-payment schedule as noted above. The co-payments shown already include the manufacturer discounts on brand name drugs provided by the Medicare Coverage Gap Discount Program.

** One month (30 day) supply at an in-network preferred pharmacy; three month (90 day) supply at an in-network preferred pharmacy is three times the 30 day copay and mail order is two times the 30 day copay.

Winnebago County 2023 Retiree Medical & Rx Plan Renewal

Group Retiree Program Renewal Acceptance 2023

Please review and confirm the 2023 subsidy and billing summary. Please return the signed electronic copy to Chrissy.McSwain@amwins.com

Subsidy Summary:

	2022 Subsidy	2023 Subsidy (please provide if changing)
All Members	Not Available	Not Available

Billing Modes:

	2022 Billing Modes	2023 Billing Modes
All Members	List Bill	List Bill

Please confirm 2023 Manage My Health Option:

Manage My Health*	
☐ Add MMH for 2023 (\$10 pmpm)	☐ Do not add MMH for 2023

**MMH is offered at the group level and is not voluntary per member*

Please be advised, we have reviewed the proposed plans, rates, subsidy levels, and billing modes and communications. We authorize Amwins to mail these renewal communications to our retirees, advising them of the 2023 changes.

Print Name

Print Title

Signature

Date



GROUP BENEFITS, LLC



Resolution Executive Summary

Prepared By: Debbie Crozier/Human Resources

Committee: Operations and Administrative Committee

Committee Date: October 20, 2022

Resolution Title: Resolution Authorizing the Execution of a Renewal Agreement with Northern Illinois Health Plans (NIHP) for Third Party Administrative Services

Board Meeting Date: October 27, 2022

Budget Information:

Was item budgeted? No	Appropriation Amount: Approx. \$1,920,000
If not, explain funding source:	
ORG/OBJ/Project Code: 48500 43170/43173/43171 Budget Impact: Est. \$6,677.24	

Background Information: Winnebago County contracts with NIHP for numerous services (dental, flex spending, COBRA, etc.), we have had an administrative services contract in place with NIHP since January 1, 2007. Over the past several years the rate increases from NIHP have been minimal, for 2023 they are requesting a \$.50 increase/per employee on the dental administration rate and minimal increases on Flex and COBRA rates, all other services remain at the same rate as 2021. The proposed rates are effective through December 31, 2024.

Recommendation: Patrick Thompson and Human Resources have reviewed the resolution presented to the Board and recommend approval.

Contract/Agreement: January 1, 2023 – December 31, 2024

Legal Review: Previously reviewed with the States Attorney's Office.

Follow-Up: N/A

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

Sponsored by: Keith McDonald

Submitted by: Operations and Administrative Committee

2022 CR

**RESOLUTION AUTHORIZING THE EXECUTION OF A RENEWAL AGREEMENT WITH NORTHERN ILLINOIS
HEALTH PLAN (NIHP) FOR THIRD PARTY ADMINISTRATIVE SERVICES**

WHEREAS, the County of Winnebago, Illinois, offers employees the option of participating in a dental plan, flexible spending accounts and other administrative services; and,

WHEREAS, the County's Benefit Consultant recommends the continuation of the administrative services by NIHP; and,

WHEREAS, NIHP has proposed the attached rates to Winnebago County for administrative services in 2023; see Resolution Exhibit A; and,

WHEREAS, the Operations and Administrative Committee of the County Board for the County of Winnebago, Illinois has reviewed agreement and recommends that the County Board authorize execution of an agreement with NIHP for administrative services for the year January 1, 2023 through December 31, 2024.

NOW, THEREFORE BE IT RESOLVED, by the County Board of the County of Winnebago, Illinois that the Winnebago County Board Chairman is hereby authorized to execute an agreement with NORTHERN ILLINOIS HEALTH PLANS, 77 W. LINCOLN BLVD., SUITE 402, FREEPORT, IL 61032 for administrative services.

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 Director of Purchasing, Director of Human Resources, County Auditor and the County Board Office.

Respectfully Submitted,
OPERATIONS AND ADMINISTRATIVE COMMITTEE

AGREE

DISAGREE

KEITH McDONALD, CHAIRMAN

KEITH McDONALD, CHAIRMAN

JOHN BUTITTA, VICE CHAIRPERSON

JOHN BUTITTA, VICE CHAIRMAN

PAUL ARENA

PAUL ARENA

JEAN CROSBY

JEAN CROSBY

JOE HOFFMAN

JOE HOFFMAN

DOROTHY REDD

DOROTHY REDD

JAIME SALGADO

JAIME SALGADO

The above and foregoing Resolution was adopted by the County Board of the County of
Winnebago, Illinois this ____ day of _____ 2022.

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



W. Lincoln Blvd., Suite 402 / Freeport, IL 61032

RESOLUTION EXHIBIT A

August 29, 2022

RE: Winnebago County, Renewal January 1, 2023

NIHP wants to thank both Winnebago County and Gallagher for the opportunity to continue to provide administration services for Winnebago County. We look forward to continuing to build our partnership by providing specialized services that fulfill your expectations. I am pleased to present the administrative services renewal for Winnebago County effective January 1, 2023.

ASO Fee	4/1/21	1/1/22	Effective 1/1/23	1/1/23 Increase
Current NIHP Services:				
Flexible Spending: Medical (including Debit Card)	\$6.19	\$6.19	\$6.25	\$0.06
Flexible Spending: Dependent Care	\$4.11	\$4.11	\$4.25	\$0.14
Flexible Spending: Annual Fee	\$364	\$364	\$375	\$11
Out-of-Network Discounts (wraps and U&C)	25% of savings	25% of savings	25% of savings	25% of savings
HIPAA Certificate Administration (per certificate)	\$5.20	\$5.20	\$5.25	\$0.05
COBRA Administration (per occurrence):				
Member Termination	\$26.01	\$26.01	\$26.00	-\$0.01
Member Enrollment	\$36.41	\$36.41	\$36.50	\$0.09
ID Cards (per card)	\$1.75	\$2.00	\$2.00	\$2.00
Dental Claims Administration (PEPM)	\$3.00	\$3.00	\$3.50	\$0.50
Life Insurance Billing Administration (PPPM)	\$1.00	\$1.00	\$1.00	\$1.00
Stop Loss Administration (PEPM)	\$1.75	\$1.75	\$1.75	\$1.75
Retiree Admin Fee (PEPM)	\$5.99	\$5.99	\$5.99	\$5.99
Services from other vendors:				
Cigna Dental PPO (Broader network)	\$2.95	\$2.95	\$2.95	\$2.95

Additional Information:

- NIHP cannot guarantee fees from outside vendors
- **2 year guarantee (1/1/23-12/31/24)**



Resolution Executive Summary

Prepared By: Debbie Crozier/Human Resources

Committee: Operations and Administrative Committee

Committee Date: October 20, 2022

Resolution Title: Resolution Authorizing the Execution of a Renewal Agreement with Blue Cross Blue Shield for the Administration of a Self-Funded PPO and POS Insurance Plan

Board Meeting Date: October 27, 2022

Budget Information:

Was item budgeted? Yes	Appropriation Amount:
If not, explain funding source:	
ORG/OBJ/Project Code: 48500 43150/43170 Budget Impact:	

Background Information: Winnebago County contracts with BCBS for administration of two self-insured insurance plans (a high deductible PPO plan and a Co-Pay/POS plan). BCBS provides employees with quality nationwide provider coverage and service.

Recommendation: County Administrator, Patrick Thompson and Human Resources Director, Debbie Crozier, have reviewed the resolution presented to the Board and recommend approval.

Contract/Agreement: January 1, 2023 – December 31, 2023

Legal Review: Previously reviewed with the States Attorney's Office.

Follow-Up: N/A

County Board: October 27, 2022

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

Sponsored by: Keith McDonald

Submitted by: Operations and Administrative Committee

2022 CR

RESOLUTION AUTHORIZING THE EXECUTION OF A RENEWAL AGREEMENT WITH BLUE CROSS BLUE SHIELD FOR THE ADMINISTRATION OF A SELF-INSURED PPO AND POS INSURANCE PLAN

WHEREAS, the County of Winnebago in 2022 offers employees the option of participating in a self-funded Preferred Provider Organization plan (PPO) or a Point Of Service plan (POS); the County's Benefit Consultant recommends continuation of the PPO and POS plans with Blue Cross Blue Shield; and,

WHEREAS, the County's Benefit Consultant recommends the continuation of the administrative services by Blue Cross Blue Shield; and,

WHEREAS, Blue Cross Blue Shield has proposed the following rates to Winnebago County for the administration of the PPO and POS plans in 2023; see Resolution Exhibit A; and,

\$46.53 per employee per month

This is a -1.4% decrease from 2022 rates.

The access fee is increasing in 2023 from .78% to 1.49%.

This increase is based on our enrollment dropping below 1,000 subscribers

BCBS is also offering a one-time \$60,000 credit to offset the increase in the access fee.

WHEREAS, the Operations and Administrative Committee of the County Board for the County of Winnebago, Illinois has reviewed the renewal and recommends that the County Board authorize execution of an agreement with Blue Cross Blue Shield for the administration of the POS/PPO plans for the year January 1, 2023 through December 31, 2023.

NOW, THEREFORE BE IT RESOLVED, by the County Board of the County of Winnebago, Illinois that the Winnebago County Board Chairman is hereby authorized to execute an agreement attached hereto as Resolution Exhibit A with BLUE CROSS BLUE SHIELD OF ILLINOIS, 2787 MCFARLAND ROAD, ROCKFORD, IL 61107 for administration of the POS/PPO plans.

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 Director of Purchasing, Director of Human Resources, County Auditor and the County Board Office.

Respectfully Submitted,
OPERATIONS AND ADMINISTRATIVE COMMITTEE

AGREE

DISAGREE

KEITH McDONALD, CHAIRMAN

KEITH McDONALD, CHAIRMAN

JOHN BUTITTA, VICE CHAIRPERSON

JOHN BUTITTA, VICE CHAIRMAN

PAUL ARENA

PAUL ARENA

JEAN CROSBY

JEAN CROSBY

JOE HOFFMAN

JOE HOFFMAN

DOROTHY REDD

DOROTHY REDD

JAIME SALGADO

JAIMIE SALGADO

The above and foregoing Resolution was adopted by the County Board of the County of Winnebago, Illinois this _____ day of _____ 2022.

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



BlueCross BlueShield
of Illinois

Resolution Exhibit A

Winnebago County

ASO Projection
for the period
January 1, 2023 - December 31, 2023

2023 ASO Renewal

Presented by:

Jacob Hoffman

Blue Cross and Blue Shield of IL, a Division of Health Care Service Corporation, a Mutual
Legal Reserve Company, an Independent Licensee of the Blue Cross and Blue Shield Association

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Winnebago County

ASO Projection
January 1, 2023 - December 31, 2023
2023 ASO Renewal

CLAIM EXPERIENCE SUMMARY

P50502 - PH3120 - PH3122 - PJ3600

Current

Month	Medical	Claims Drug	Total	Enrollment Medical
Jun-21				1,022
Jul-21	\$858,001.05	\$341,522.24	\$1,199,523.29	1,021
Aug-21	\$1,333,590.77	\$249,126.49	\$1,582,717.26	1,021
Sep-21	\$1,021,791.65	\$162,818.43	\$1,184,610.08	1,014
Oct-21	\$820,180.41	\$297,664.52	\$1,117,844.93	1,010
Nov-21	\$813,729.59	\$351,721.03	\$1,165,450.62	1,006
Dec-21	\$1,088,787.95	\$298,541.16	\$1,387,329.11	994
Jan-22	\$747,288.28	\$211,816.94	\$959,105.22	1,003
Feb-22	\$932,495.00	\$239,474.24	\$1,171,969.24	1,004
Mar-22	\$1,015,316.04	\$259,188.86	\$1,274,504.90	1,003
Apr-22	\$871,136.88	\$298,302.22	\$1,169,439.10	994
May-22	\$792,094.35	\$304,994.19	\$1,097,088.54	984
Jun-22	\$945,248.08	\$294,351.29	\$1,239,599.37	
Total	\$11,239,660.05	\$3,309,521.61	\$14,549,181.66	12,076
Cost PCPM	\$930.74	\$274.06	\$1,204.80	
Facility Network Savings			\$10,728,394.07	
Physician and BlueCard Network Savings			\$6,369,927.99	

Prior

Month	Medical	Claims Drug	Total	Enrollment Medical
Jun-20				929
Jul-20	\$855,048.25	\$147.74	\$855,195.99	933
Aug-20	\$975,740.96	\$-147.74	\$975,593.22	926
Sep-20	\$788,601.15	\$0.00	\$788,601.15	920
Oct-20	\$801,849.32	\$907.76	\$802,757.08	922
Nov-20	\$795,799.79	\$864.86	\$796,664.65	932
Dec-20	\$917,577.75	\$876.89	\$918,454.64	926
Jan-21	\$868,594.53	\$94,593.67	\$963,188.20	1,001
Feb-21	\$962,151.54	\$194,590.03	\$1,156,741.57	1,001
Mar-21	\$1,170,758.01	\$198,055.41	\$1,368,813.42	1,009
Apr-21	\$848,389.39	\$311,049.40	\$1,159,438.79	1,016
May-21	\$896,153.22	\$213,570.86	\$1,109,724.08	1,017
Jun-21	\$1,189,744.92	\$179,900.05	\$1,369,644.97	
Total	\$11,070,408.83	\$1,194,408.93	\$12,264,817.76	11,532
Cost PCPM	\$959.97	\$103.57	\$1,063.55	
Facility Network Savings			\$11,741,148.87	
Physician and BlueCard Network Savings			\$5,711,977.48	

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Winnebago County

ASO Projection
January 1, 2023 - December 31, 2023
2023 ASO Renewal

CLAIM PROJECTION

P50502 - PH3120 - PH3122 - PJ3600	MEDICAL		DRUG		TOTAL	
	Prior	Current	Prior	Current	Prior	Current
	07/20-06/21	07/21-06/22	07/20-06/21	07/21-06/22	07/20-06/21	07/21-06/22
Net Paid Claims	\$11,070,409	\$11,239,660	\$1,194,409	\$3,309,522	\$12,264,818	\$14,549,182
Remove Large Claims	\$0	\$0	\$0	\$0	\$0	\$0
Number of Large Claims	0	0			0	0
Adjusted Net Paid Claims	\$11,070,409	\$11,239,660	\$1,194,409	\$3,309,522	\$12,264,818	\$14,549,182
Exposures	11,532	12,076	5,210	12,076	11,532	12,076
Average Claim Value (ACV) Per Contract Per Month (PCPM)	\$959.97	\$930.74	\$229.25	\$274.06	\$1,189.22	\$1,204.80
Annual Trend Rate *	4.5%	3.4%	11.2%	11.1%		
Trend Months (midpoint method)	30.0	18.0	30.0	18.0		
Trend Factor	11.6%	5.1%	30.4%	17.1%		
Trended ACV PCPM	\$1,071.33	\$978.21	\$298.94	\$320.92	\$1,370.27	\$1,299.13
Historical Plan Change Adjustment	0.00%	0.00%	0.00%	0.00%		
Enrollment Shift Adjustment	0.00%	0.00%	0.00%	0.00%		
Demographic Adjustment	1.40%	1.94%	1.16%	1.02%		
Adjusted ACV PCPM	\$1,086.33	\$997.19	\$302.41	\$324.19	\$1,388.74	\$1,321.38
Non-Pooled Large Claims PCPM	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Projected ACV PCPM by Period	\$1,086.33	\$997.19	\$302.41	\$324.19	\$1,388.74	\$1,321.38
Experience Period Weighting	1%	99%	1%	99%	1%	99%
Blended Experience ACV PCPM		\$998.08		\$323.97		\$1,322.05
Manual ACV PCPM		\$1,092.30		\$290.77		\$1,383.07
Credibility		100%		100%		
Total Projected ACV PCPM		\$998.08		\$323.97		\$1,322.05
Projected Plan Change Adjustment		0.00%		0.00%		
Total Projected ACV PCPM with Adjustments		\$998.08		\$323.97		\$1,322.05
Stop Loss Alternate Deductible Adjustment		1.0000		1.0000		
Adjusted Projected ACV PCPM		\$998.08		\$323.97		\$1,322.05
Projected Enrollment		985		985		985
Number of Months in Policy Period		12		12		12
Projected Net Paid Claims		\$11,797,305		\$3,829,325		\$15,626,630
Projected Facility Network Savings		(\$11,382,579)				(\$11,382,579)
Projected Physician Savings		(\$4,878,249)				(\$4,878,249)
Total Projected Savings		(\$16,260,828)				(\$16,260,828)
Projected Blue Card Network Savings		(\$1,778,248)				(\$1,778,248)
Total Projected Network Savings		(\$18,039,076)				(\$18,039,076)
Projected Network Savings % of Total Gross Medical Clms		(60.5%)				(53.6%)
Projected Gross Paid Claims		\$29,836,381				\$33,665,706

*The Annual Trend Rate includes an adjustment for any unusual claim impact related to the pandemic event that is not expected to continue into the projection period.
For example, the impact to the Annual Medical Trend Rate for a 12-month experience period including pandemic months could be approximately between 2% and 5%.
The impact can vary materially from the stated ranges if the number of experience months is fewer than 12.

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Winnebago County

ASO Projection
for the period
January 1, 2023 - December 31, 2023
2023 ASO Renewal

TOTAL PROJECTED COST BY PRODUCT

RENEWAL	PPO	
	Fee	Total Cost
Projected Net Paid Claims		\$15,626,630
Illinois Facility Access Fee(% of ADPs)	1.49%	\$169,600
Administration Fee **	\$48.37	\$571,733
Third-Party Stop Loss Carrier Fee	\$0.50	\$5,910
Prescription Drug Rebate Credit *	(\$107.29)	(\$1,268,168)
Medical Rebate Credit	(\$2.50)	(\$29,550)
Total Projected Cost		\$15,076,155
Change in Reserves		\$35,897

**This quote assumes Prime Therapeutics (PBM) Balanced drug list and Traditional Select network.*

*** Administration Fee does not include Advanced Payment Review (APR) services charged at 25% of claims savings.*

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Winnebago County

ASO Projection
for the period
January 1, 2023 - December 31, 2023
2023 ASO Renewal

FEE COMPARISON (BY PRODUCT)

Mature	PPO		
	Current	Renewal	Change
Projected Enrollment	1,020	985	-3.4%
Single		468	
Family		517	
Illinois Access Fee	0.78%	1.49%	91.0%
Administration Fee*	\$47.19	\$46.53 Revised	
Prescription Drug Rebate Credit	(\$96.30)	(\$107.29)	11.4%
Medical Rebate Credit	(\$2.50)	(\$2.50)	0.0%
Third-Party Stop Loss Carrier Fee	\$0.50	\$0.50	0.0%
Net Administration Fee PCPM	(\$51.11)	(\$60.92)	19.2%
Total Fixed Costs PCPM	(\$51.11)	(\$60.92)	19.2%
Projected Average Claim Value PCPM	\$1,298.66	\$1,336.40	2.9%
Total Projected Costs PCPM	\$1,247.55	\$1,275.48	2.2%

**Administration Fee does not include Advanced Payment Review (APR) services charged at 25% of claims savings.*

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Winnebago County

ASO Projection
January 1, 2023 - December 31, 2023
2023 ASO Renewal

CONDITIONS AND CAVEATS

Notwithstanding anything in the renewal or proposal to the contrary, BCBSIL reserves the right to revise or withdraw any term herein or to change our charge for the cost of coverage (premium, fees or other amounts) at any time before or during the contract period if any local, state or federal legislation, regulation, rule or guidance (or amendment or clarification thereto) is enacted or becomes effective/implemented, which would require BCBSIL to pay, submit or forward, on its own behalf or on the Employer Group's behalf, any additional tax, surcharge, fee, or other amount (all of which may be estimated, allocated or pro-rated amounts). BCBSIL also reserves the right to change the administrative fees it charges the Employer Group at any time before or during the contract period to the extent that any local, state or federal legislation, regulation, rule or guidance (or amendments or clarifications thereto) is enacted or becomes effective/implemented which results in increased projected claim costs or an increase to BCBSIL's expenses or cost of plan administration.

Unless otherwise stated, this renewal offer is made on the assumption the benefit program is for a plan that is not considered a "grandfathered health plans" as defined under the Affordable Care Act and related regulations. If you have questions about grandfathered health plans, please consult your legal counsel.

This renewal is being provided for the period indicated above.

This renewal offer expires as of the effective date indicated above.

This renewal offer assumes HCSC will remain the exclusive carrier for Medical and Rx coverage.

Upon inquiry from employer groups, BCBS will provide information to the employer group regarding commissions and other compensation paid to the employer's agent by BCBS in connection with the employer's policy or contract with BCBS.

HCSC reserves the right to adjust the Aggregate Claim Liability if one or more of the following occurs within the coverage period:

- the Account's composition changes (i.e. demographics)
- the Account's number of covered employees increases or decreases by more than 10%
- the Account's benefit program changes

HCSC's pharmacy benefit manager, PRIME Therapeutics (PBM), holds rebate contracts with pharmaceutical manufacturers. Unless otherwise agreed by the parties, HCSC may, in some circumstances, provide the Employer with a Rebate Credit, but such Rebate Credit may not equal the entire amount of the rebates provided to HCSC by the PBM.

Employers that do not use Prime Therapeutics as their pharmacy benefit manager are NOT eligible for a Rebate Credit under the pharmacy benefit.

The PEPM Medical Rebate Credit is subject to change as HCSC will review the PEPM credit offer for each subsequent renewal.

The Administrative charge includes a network access fee for employees residing in HCSC service areas (IL, MT, OK, NM, TX). Claims incurred outside HCSC service areas through the BlueCard program may be assessed a BlueCard access fee of no more than 3.62% of the discount applied, not to exceed \$2,000 per claim. An estimate of this access fee is included in our projected claim figures.

This quote is contingent upon the account signing new contract documents in a timely manner. If not signed, then HCSC may withdraw and/or revise the quote.

Pharmacy Rebate Credit includes estimate of rebates for all categories of drugs, including specialty drugs, based on our book of business.

If the prescription drug program is not administered by Prime today but is awarded the administration of the prescription drug program, the medical claim cost will be reduced due to the integration of the medical and prescription drug program.

We reserve the right to revise or withdraw our offer if, at any time during the projected coverage period:

- The actual number of enrolled contracts (in total, by product, or by benefit plan), the Single/Family mix, or the Medicare/Non-Medicare mix varies by +/- 10% from our projections.
- The information upon which our projections were based (benefit levels, census/demographics, commissions, etc.) becomes outdated or inaccurate.

Wellbeing Management (Health Management & Advocacy program) is included in the quoted administration fee.

Projected Net Paid Claims for non-HMO Medical coverages on these exhibits include Estimated Value Based Care Payments and Savings.

Value Based Care payments apply to Stop Loss Coverage.

BCBSIL retains the right to recoup monetary credits provided, any remaining implementation costs, shared savings or PG incentive fees from the plan sponsor in the event of early termination of the proposed coverage or contract, either in its entirety or with respect to certain custom services or programs included in this offer.

Blue Cross and Blue Shield of IL, a Division of Health Care Service Corporation, a Mutual
Legal Reserve Company, an Independent Licensee of the Blue Cross and Blue Shield Association

Proprietary and Confidential Information of BCBSIL
Not for use or disclosure outside BCBSIL, Employer, their respective affiliated
companies and third-party representatives, except with written permission of BCBSIL.

A Division of Health Care Service Corporation, a Mutual Legal Reserve Company,
an Independent Licensee of the Blue Cross and Blue Shield Association



Winnebago County

ASO Projection
January 1, 2023 - December 31, 2023
2023 ASO Renewal

CONDITIONS AND CAVEATS

If a third party stop loss carrier is selected, a Third-Party Stop Loss Carrier fee will apply.

Offer is contingent upon proposed Wellbeing Management package design. Any modifications to the proposed package will impact the Wellbeing Management fee and Administrative Fee.

Administration Fee assumes Post Payment (Monthly Check) claim funding.

This quote assumes Prime Therapeutics (PBM) Balanced drug list and Traditional Select network.

Quote includes Advanced Payment Review (APR) program under APR program savings model. All claim savings realized through the APR program are passed through to the customer on the claim invoice, and HCSC will charge back 25% of the claim savings on the monthly administrative invoice.

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BlueCross BlueShield
of Illinois

Winnebago County

ASO Projection
for the period
January 1, 2023 - December 31, 2023
2023 ASO Renewal

Wellbeing Management Detail

	PH3120	PH3122	PJ3600	Total
Projected Enrollment	866	19	100	985
<u>WBM Package Included in Administration Fee</u>	Enable BH	Enable BH	Enable BH	
Foundational Package Components				
Foundational Package Components				
Total Foundational and Configurable	\$4.95	\$4.95	\$4.95	\$4.95
Total WBM Fee Included in Administration Fee	\$4.95	\$4.95	\$4.95	\$4.95

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

2022 CR _____

SUBMITTED BY: OPERATIONS AND ADMINISTRATIVE COMMITTEE

SPONSORED BY: KEITH MCDONALD AND JOHN BUTITTA

**RESOLUTION TO ESTABLISH THE RIVER BLUFF NURSING HOME
BOARD OF DIRECTORS**

WHEREAS, the County of Winnebago, Illinois (County) has owned and operated River Bluff Nursing Home since 1883, which provides a continuum of intermediate and skilled nursing services for residents of all incomes; and

WHEREAS, 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; and

WHEREAS, the Operations and Administrative Committee and County Board wishes to establish a Board of Directors for River Bluff Nursing Home in order to accomplish this need for River Bluff Nursing Home.

THEREFORE, BE IT RESOLVED, that the County Board of the County of Winnebago, Illinois, approves the establishment of a River Bluff Nursing Home Board of Directors.

BE IT FURTHER RESOLVED, that the River Bluff Nursing Home Board of Directors shall be comprised of nine (9) members, including one (1) County Board member, and shall be appointed by the Winnebago County Board Chairman with the advice and consent of the Winnebago County Board. All positions shall receive no compensation.

BE IT FURTHER RESOLVED, members of the River Bluff Nursing Home Board of Directors 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.

BE IT FURTHER RESOLVED, that 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.

BE IT FURTHER RESOLVED, that any Board Member may resign at any time, either by oral tender of resignation at any meeting of the Board of Directors or by giving written notice thereof to the Chair of the County Board. Such resignation shall take effect at the time specified therefore and, unless otherwise specified with respect thereto, the acceptance of such resignation shall not be necessary to make it effective. A Board Member may be removed, with or without cause, by action of at least fourteen (14) members of the County Board at the meeting at which such action is being considered. Any vacancy occurring on the Board of Directors shall be filled by the County Board Chair, with the advice and consent of the County Board. A Board member appointed to fill a vacancy occurring on the Board of Directors shall serve for the unexpired term of his or her predecessor in the office.

BE IT FURTHER RESOLVED, that once the River Bluff Nursing Home Board of Directors have been appointed by the County Board Chairman and approved by the County Board, that the Board of Directors shall meet and organize its leadership positions and committees and then develop by-laws for its organization and submit the by-laws to the County Board for approval.

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

BE IT FURTHER RESOLVED, that the Clerk of the County Board shall prepare and deliver certified copies of this Resolution to the Administrator of River Bluff Nursing Home and the County Administrator.

Respectfully submitted,

OPERATIONS AND ADMINISTRATIVE COMMITTEE

AGREE

DISAGREE

Keith McDonald, Chairman

Keith McDonald, Chairman

John Butitta, Vice Chairman

John Butitta, Vice Chairman

Jean Crosby

Jean Crosby

Paul Arena

Paul Arena

Joe Hoffman

Joe Hoffman

Dorothy Redd

Dorothy Redd

Jaime Salgado

Jaime Salgado

The above and foregoing Resolution was adopted by the County Board of the County of Winnebago, Illinois this _____ day of _____, 2022.

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

ATTEST:

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

PUBLIC WORKS COMMITTEE



Resolution Executive Summary

Prepared By: Winnebago County Highway Department

Committee: Public Works Committee

Committee Date: Tuesday, October 18, 2022

Resolution Title:

(22-037) An Ordinance Establishing a Speed Zone on Lindenwood Road from Baxter Road to Edson Road

Cost: N/A

C.B. District: 9

County Code: PWC Resolution #22-037

Board Meeting Date: Thursday, October 27, 2022

Budget Information:

Was item budgeted?	N/A	Appropriation Amount:	N/A
If not, explain funding source:			
ORG/OBJ/Project Code:	N/A	Budget Impact:	None

Background Information:

A speed study was conducted this fall for Lindenwood Road, in the vicinity of the landfill, from Edson Road to Baxter Road. By state statute, the County Board has to approve any changes to posted speeds on County roads.

Recommendation:

Approval is recommended to reduce speed from 55 mph to 45 mph

Contract/Agreement:

N/A

Legal Review:

By the State Attorney's office.

Follow-Up:

The posted speed signs will be changed accordingly after approval by the County Board.

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

22-OR

**SUBMITTED BY: PUBLIC WORKS COMMITTEE
SPONSERED BY: DAVE TASSONI**

**AN ORDINANCE ESTABLISHING A SPEED ZONE ON
LINDENWOOD ROAD FROM BAXTER ROAD TO EDSON ROAD**

WHEREAS, Section 11-604 of the Illinois Vehicle Code, 625 ILCS 5/11-604, authorizes the County Board to determine and declare by ordinance a reasonable and safe absolute maximum speed limit on county highways and township roads when it determines that the otherwise applicable maximum speed limit is greater or less than is reasonable and safe with respect to the conditions found to exist at any place or along any part of the highway or street; and

WHEREAS, a 1.1 mile section of Lindenwood Road from Baxter Road to Edson Road, under Winnebago County's jurisdiction, is currently posted at 55 miles per hour (MPH); and

WHEREAS, the Winnebago County Highway Department has determined by an engineering speed study based on the "Guidelines for establishing speed limits on County and Township Highways" that the reasonable and safe absolute maximum speed for that portion of said road is 45 MPH;

NOW, THEREFORE, BE IT ORDAINED by the County Board of the County of Winnebago, Illinois that the maximum speed limit on Lindenwood Road from Baxter Road to Edson Road shall be 45 MPH;

BE IT FURTHER ORDAINED, that the Winnebago County Engineer is directed to erect appropriate signs giving notice of the speed limit at the proper locations.

BE IT FURTHER ORDAINED, that this Ordinance is effective immediately upon its adoption, but the altered speed limits as determined and declared herein shall not become effective until the appropriate signs giving notice of the speed limits are erected.

BE IT FURTHER ORDAINED, that the Clerk of the County Board is hereby directed to prepare and deliver three certified copies of this Ordinance to the Winnebago County Engineer.

Respectfully submitted
PUBLIC WORKS COMMITTEE

AGREE



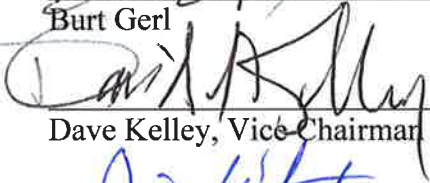
Dave Tassoni, Chairman

Angela Fellars

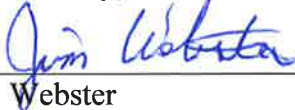


Burt Gerl

Dave Kelley, Vice Chairman



Jim Webster



Kevin McCarthy

DISAGREE

Dave Tassoni, Chairman

Angela Fellars

Burt Gerl

Dave Kelley, Vice Chairman

Jim Webster

Kevin McCarthy

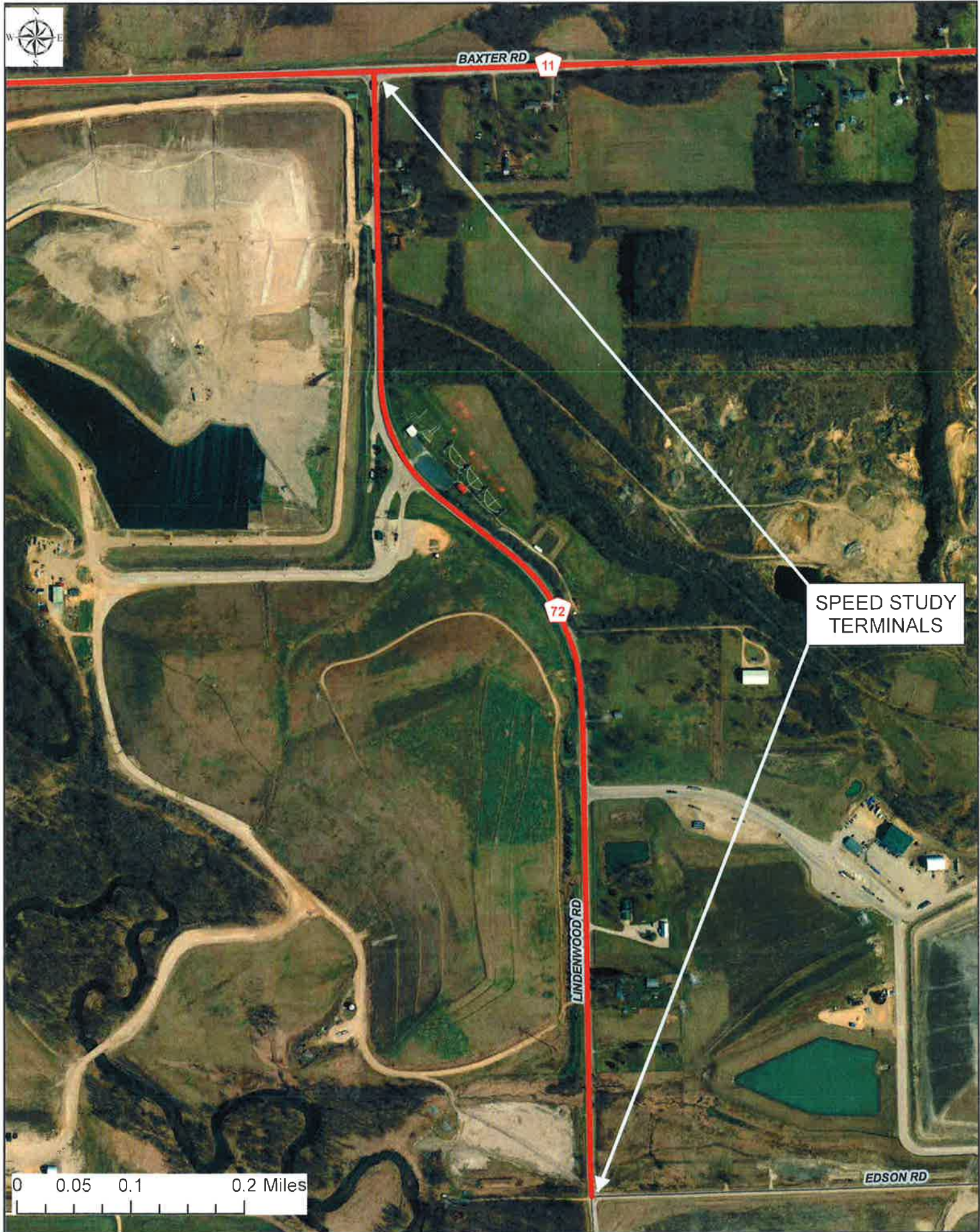
The above and foregoing Resolution was adopted by the County Board of the County of Winnebago, Illinois this _____ day of _____, 2022.

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

ATTEST:

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

ALTER SPEED LIMIT OF LINDENWOOD ROAD





Resolution Executive Summary

Prepared By: Winnebago County Highway Department

Committee: Public Works Committee

Committee Date: Tuesday, October 18, 2022

Resolution Title:

(22-038) Resolution Authorizing a Project Management Services Agreement with Region 1 Planning Council to Provide a Connection Feasibility Study for the E. Riverside Multi-Use Path

Cost: \$40,200

C.B. District 7, 8, 20

County Code: PWC Resolution #22-038

Board Meeting Date: Thursday, October 27, 2022

Budget Information:

Was item budgeted?	yes	Appropriation Amount:	\$40,200
If not, explain funding source:			
ORG/OBJ/Project Code: ARP- Chairman's initiative		Budget Impact: 40,200	

Background Information:

At the initiative of County Board member John Butitta, this is for a feasibility study for a path along Riverside Blvd across I-90, which will connect the Perryville Path to the Sportscore II complex. In coordination with the Highway Department, R1PC entered into an agreement with a consultant for the study for a not to exceed amount of \$40,200. This resolution and agreement will authorize R1 to manage the project and payments to the consultant.

Recommendation:

Approval is recommended.

Contract/Agreement:

After County Board approval

Legal Review:

By the State Attorney's office.

Follow-Up:

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

22-CR-XXX

**SUBMITTED BY: PUBLIC WORKS COMMITTEE
SPONSORED BY: DAVE TASSONI**

**RESOLUTION AUTHORIZING A PROJECT MANAGEMENT SERVICES AGREEMENT
WITH REGION 1 PLANNING COUNCIL TO PROVIDE A CONNECTION FEASIBILITY
STUDY FOR THE EAST RIVERSIDE MULTI-USE PATH**

WHEREAS, the County of Winnebago, Illinois is desirous to construct a multi-use path along East Riverside Blvd. over I-90 Tollway connecting the Perryville path to the Sportscore II complex; and

WHEREAS, Winnebago County desires to obtain project management and fiscal agent services from Region 1 Planning Council (RPC) to provide a connection feasibility study for the above noted multi-use path; and,

WHEREAS, Region 1 Planning Council has the knowledge, skill, and capability to perform such services for Winnebago County; and

WHEREAS, it would be in the public interest to enter into the attached Project Management Services Agreement with Region 1 Planning Council to provide a connection feasibility study for the above noted multi use path at a not to exceed price of \$40,200.

WHEREAS, American Rescue Plan (ARP) funds from the Chairman's initiative for the Economic Impact Program, Group 1, will be used as approved by the County Board on July 28, 2022 by resolution No. 2022 CR 083.

NOW THEREFORE, BE IT RESOLVED by the County Board of the County of Winnebago, Illinois; that the Chairman of the County Board is hereby authorized to execute on behalf of the County of Winnebago the attached Project Management Services Agreement with Region 1 Planning Council to provide a connection feasibility study for the above noted multi use path at a not to exceed price of \$40,200, in substantially the form attached hereto; and

BE IT FURTHER RESOLVED that the AGREEMENT entered into shall not become effective and binding unless and until the respective parties have executed them; and

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

BE IT FURTHER RESOLVED that the Clerk of the County Board is hereby authorized to prepare and deliver certified copies of this Resolution to the Winnebago County Auditor, Treasurer and County Engineer.

Respectfully submitted
PUBLIC WORKS COMMITTEE

AGREE



Dave Tassoni, Chairman



Angela Fellars



Burt Gerl



Dave Kelley, Vice Chairman



Jim Webster

Kevin McCarthy

DISAGREE

Dave Tassoni, Chairman

Angela Fellars

Burt Gerl

Dave Kelley, Vice Chairman

Jim Webster

Kevin McCarthy

The County Board of the County of Winnebago, Illinois this _____ day of _____, 2022,
adopted the above and foregoing Resolution.

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

ATTEST:

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



Project Management Services Agreement

Contract #: **2022-04 Riverside Path**

Project Name: **Riverside Boulevard Bicycle/Pedestrian Path Feasibility Study**

This Project Management Services Agreement (the "Agreement") is made and entered into **September 1, 2022**, (the "Effective Date") by and between Region 1 Planning Council ("RPC") and **Winnebago County** ("Client").

WHEREAS, the Client wishes to obtain the Project Management and Fiscal Agent services of RPC; and,

WHEREAS, RPC has the knowledge, skill, and capability to perform such services for the Client.

NOW THEREFORE, in consideration of the foregoing, RPC agrees to provide Project Management and Fiscal Agent services to the Client under the terms and conditions of this Agreement.

1. Services. The Client hereby retains RPC to provide Project Management services ("Services") as follows:

- (a) **Purpose:** RPC staff shall work with designated the Client representatives to manage consulting services for conducting a feasibility study for placement of a bicycle/pedestrian path on or adjacent to Riverside Boulevard and the bridge over the I-90 Tollway, connecting the Perryville Bicycle Path to the Sportscore II complex.
- (b) **Scope:** This project shall include R1 staff providing project management of Baxter & Woodman, the consulting firm selected through an RFP process at the request of the Winnebago County Highway Department. (See Exhibit A) The following work products shall be produced, including:
 - Final report and recommendation(s) for placement of a bicycle/pedestrian path on or adjacent to Riverside Boulevard
- (c) **Completion Date:** Services to be performed under this Agreement shall be completed no later than **February 1, 2023**, or sooner pending the level of participation by primary sources.

Materials required by RPC from the Client to complete the proposal will be requested in writing (via email). Information required to meet the standards of a third-party, independent analysis will be provided by the Client to the RPC on a timely basis. Without timely reply, RPC cannot guarantee timely completion of the analytical report and accompanying recommendations.

RPC will make a written request (via email) to the Client to provide RPC with data, documents or other materials needed to complete the scope of work. The Client shall provide materials to RPC within 48 hours of RPC's written request. If the Client requires additional time to gather requested materials, Client shall notify RPC within 24 hours to negotiate a mutually agreed upon timeframe for the delivery of materials.

- (d) **Estimated Cost:** The Client shall **reimburse** RPC, as Fiscal Agent, for work performed by Baxter & Woodman at the following rates:

Services	Rate	Estimated Hours	Estimate
Required direct consulting expenses incurred	At cost	-	Up to \$40,200

If for any reason more time is needed to prepare and submit the proposal, RPC shall inform the Client of the reason for the deviation, the estimated amount of additional time needed, and the associated cost difference as soon as the need for the change is known. The Client will be afforded the opportunity to amend this agreement to accommodate the change or to cancel the project with no further obligation to RPC for any additional services rendered.

- (e) Assignment of Personnel: RPC may, at its sole discretion, assign RPC personnel to perform the Services under this Agreement. However, RPC shall not transfer this Agreement or performance of this Agreement to another individual or firm.
- (f) Maximum Price: In no event shall the total amount charged for work performed under this Agreement exceed \$40,200 unless agreed to in writing by the parties.

- 2. **Term.** This Agreement will begin on the Effective Date and will remain in full force and effect until the Completion Date unless the Agreement term is extended by mutual written agreement of the parties or is terminated in accordance with Section 6.
- 3. **Payment.** RPC shall issue monthly invoices to Client for work performed under this Agreement. Fees shall be paid by Client *subject to the Local Government Prompt Payment Act, 50 ILCS 505/1 et seq.* Services may be suspended pending receipt of account balance paid in full.
- 4. **Confidentiality.** Unless otherwise required by law, RPC will exercise reasonable effort to maintain in confidence information disclosed or submitted to RPC by the Client as confidential information. Confidential information does not include information that:
 - (a) is generally available in the public domain or becomes available to the public through no act of RPC; or
 - (b) is independently known by RPC prior to receipt; or
 - (c) made available to RPC as a matter of lawful right by a third party.

Unless otherwise required by law, all reports, documents, and other deliverables created by RPC pursuant to the terms of this Agreement shall be treated as confidential and will not be made available to any unintended third party without the prior written approval of the Client.

- 5. **Intellectual Property.** No reports or other documents produced in whole or in part pursuant to the terms of this Agreement shall be the subject of an application for copyright by either party.
- 6. **Termination.** Either party may terminate this Agreement for material breach upon thirty (30) days written notice, during which time the party alleged to have breached may cure. Additionally, either party may terminate this Agreement without cause upon sixty (60) days written notice to the other party. Upon termination, the Client shall promptly pay RPC for all Services rendered up to and including the effective date of termination pursuant to the Local Government Prompt Payment Act.
- 7. **Relationship of the Parties.** The parties acknowledge and agree that the Services performed by RPC, its employees, agents, and sub-contractors shall be that of an independent contractor. Neither party is an agent or representative of the other party and has no authority to bind or commit the other party to any agreements or other obligations except those that are within the scope of Services to be provided under this Agreement. Each party shall have the right to publish, distribute, advertise, or otherwise disclose the relationship and the general services created and performed under this Agreement.

- 8. **Indemnification.** The Client agrees to indemnify and hold RPC and its employees harmless from any loss, claim,

damage, or liability arising out of or in connection with the action or inaction of the Client under this Agreement, including but not limited to provision of data and information used for research and analysis purposes. The Client shall indemnify and hold RPC and its employees harmless from any loss, claim, damage, or liability arising out of or in connection with the Client's use of deliverables provided under this Agreement. If the Client fails to provide information that is needed for the completion of the project, or such information is incorrect, RPC is not liable unless RPC was aware of the inaccuracy or was unaware of the inaccuracy as a result of gross negligence. The Client shall indemnify and hold RPC and its employees harmless from any loss, claim, damage, or liability arising out of or in connection with this failure to provide information if it results in an inability to submit the project by the submission deadline.

RPC shall indemnify, hold harmless the Client, the Client's elected and appointed officials, employees and agents from any and all liability, claims, suits, demands, proceedings and actions, including costs, reasonable fees and expenses of defense arising from any loss, damage, injury, death or loss or damage to property (collectively the "Claims"), to the extent such Claims result from the performance of this Agreement or those Claims are due to any act or omission, neglect, willful acts, errors or misconduct of RPC in its performance under this Agreement.

In the event that the Client elects to cancel the Agreement for any reason other than a material breach, RPC is hereby indemnified from any losses, potential or actual, incurred by the Client as a result of the project not being completed. RPC is further indemnified from any losses, potential or actual, incurred by the Client as a result of research and analytical report materials that are incomplete or of poor quality due to termination of the Agreement.

9. Representations and Warranties. RPC represents and warrants that:

- (a) it will perform the Services with reasonable care and skill; and
- (b) the Services and related materials provided under this Agreement will not infringe or violate any intellectual property rights or other right of any third party.

10. Limitation of Liability. Either party's liability in contract, tort, or otherwise (including negligence) arising directly out of or in connection with this Agreement or the performance or observance of its obligations under this Agreement and every applicable part of it shall be limited in aggregate to the applicable insurance limits.

11. Severability. The invalidity or illegality of one or more provisions of this Agreement shall not affect the enforceability of the remaining provisions.

12. Applicable Law. This Agreement shall be governed by the laws of the State of Illinois.

13. Entire Agreement; Amendments. This Agreement constitutes the entire understanding between the parties concerning the subject matter hereof. No amendments or changes to this Agreement shall be effective unless made in writing and signed by an authorized representative of each party.

14. Counterparts. This Agreement may be executed in counterparts (including facsimile signatures), each of which shall be deemed to be an original and both of which shall constitute one and the same Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by proper persons duly authorized.

Authorized Signors & Designated Contacts			
Party	Region 1 Planning Council	Party	Winnebago County
Signature		Signature	
Date Signed		Date Signed	

Signor Name	Michael Dunn Jr.	Signor Name	Joseph Chiarelli
Signor Title	Executive Director	Signor Title	Chairman of the County Board
Agreement	Michael Dunn Jr. mdunn@r1planning.org (815)319-4180	Agreement	Joseph Chiarelli KElyea@admin.wincoil.gov (815) 319-4234
Services	Eric Tison etison@r1planning.org (815) 319-4195	Services	Carlos Molina cmolina@hwy.wincoil.gov (815) 319-4031
Billing	Accounting accounting@r1planning.org (815) 319-4180	Billing	Deb Grinnell dgrinnell@hwy.wincoil.gov (815) 319-4031
Mail	127 N Wyman St, Ste 100 Rockford, IL 61101	Mail	424 N. Springfield Ave Rockford. IL 61101



8676 Ridgeland Road, Crystal Lake, IL 60012 • 815.459.1260 • baxterwoodman.com

August 11, 2022

Mr. Eric Tison
Project Coordinator
Region 1 Planning Council
127 N Wyman Street, Suite 100
Rockford, Illinois 61101

Subject: Region 1 Planning Council (R1PC) - Proposal for Riverside Boulevard Multi-Use Path Feasibility Study

Dear Mr. Tison:

The Region 1 Planning Council (R1PC) is seeking the services of a licensed engineering consulting firm to conduct a feasibility study for the placement of a multi-use path adjacent to Riverside Boulevard and the bridge over the I-90 Tollway, connecting the Perryville Bicycle Path to the Sportscore II complex.

Project Summary

The study will address infrastructure needs and requirements at the proposed location adjacent to Riverside Boulevard to allow for construction of a multi-use path and bridge from the Perryville Path on the west of the I-90 tollway to the Sportscore II complex and hospital on the east side of the Tollway. The study will be consistent with Tollway requirements and guidelines.

Scope of Services

Laying out a logical plan is the key to the smartest and most cost effective approach to the project. Below is our anticipated scope of services to successfully complete this study.

1. EARLY COORDINATION AND DATA COLLECTION

A. *Data Collection:* Obtain, review, and evaluate the following information provided by R1PC for use in design:

- 1) Utility Atlases
- 2) Existing Roadway and Structural Plans
- 3) GIS Shape files surrounding the project limits
- 4) Aerial Photography
- 5) County Contours
- 6) Environmental Studies
- 7) Hydraulic and Hydrologic information and calculations
- 8) ROW, GIS, and property data

- B. *Field evaluation:* Perform a field evaluation of the condition of existing topography, access, drainage, sidewalk, multi-use path, and guardrail. Observe and photograph the project area and immediate surroundings.
- C. *Topographic Survey:* Topographic survey will not be performed within the scope of this project. Schematic drawings will be developed from aerial photography and field verified at select locations.

2. AGENCY COORDINATION

- A. *Illinois State Toll Highway Authority (ISTHA):* Coordinate, and if necessary, attend one meeting with a representative of ISTHA to identify constraints and guidelines that will be required for each alternative.
- B. *R1PC Steering Committee:* Coordinate with stakeholders of the R1PC Steering Committee to identify constraints and guidelines that will be required for each alternative. Stakeholders include Winnebago County, City of Loves Park, and the City of Rockford. No in-person meetings are included under the scope of this sub-deliverable.

3. DEVELOP PROPOSED ALTERNATIVES

- A. *Identify Existing Constraints:* Identify and review the following constraints within the project limits:
 - 1) Existing utility infrastructure
 - 2) Site topography and existing detention locations
 - 3) Environmental conditions including wetlands, floodways, and floodplains
 - 4) Existing right-of-way and easements
 - 5) Land Use and zoning
- B. *Alternative Geometric Development:* Analyze and schematically develop alternative alignments, configurations, and geometrics along Riverside Boulevard right-of-way. Alternatives will be developed on aerials and based upon materials from the Early Coordination and Data Collection. The following multi-use path alignment alternatives will be developed:
 - 1A. The north side of Riverside Boulevard
 - 1B. The south side of Riverside Boulevard
 - 2A. Widening of the existing I-90 bridge
 - 2B. Construction of a separated pedestrian bridge
 - 3. Potential 3rd alternative
- C. *Alternative Meeting:* Meet in person with the R1PC Steering Committee after alternative 1A and 1B have been developed to determine the preferred alternative. Alternative 2 will be developed based upon the preferred alternative 1.

3. DRAFT FEASIBILITY STUDY

- A. *Prepare Draft Feasibility Study:* Prepare the Draft Feasibility Study that includes data, analysis, methods, and recommendations with exhibits. Submit electronically to the R1PC Steering Committee. The Draft Feasibility Study will include the following sections:

- 1) Introduction
- 2) Project Existing Conditions and Challenges
- 3) Evaluation of Alternatives including preliminary cost estimates for alternative 2.
- 4) Funding Opportunities
- 5) Recommendations and Next Steps

4. FINAL FEASIBILITY STUDY

- A. *Review Comments:* Review and address comments provided by the R1PC Steering Committee. 1-2 rounds of comments are included in the scope of this project.
- B. *Draft Feasibility Study Meeting:* Meet in person with the R1PC Steering Committee to discuss the Draft Feasibility Study review comments.
- C. *Prepare Final Feasibility Study:* Prepare the Draft Feasibility Study and submit electronically to the R1PC Steering Committee.

5. MANAGE PROJECT – Plan, schedule, and control the activities that must be performed to complete the project including budget, schedule, and scope. Coordinate with R1PC and project team to ensure the goals of the project are achieved. Prepare and submit monthly invoices and provide regular updates to R1PC.

6. DELIVERABLES – Following is a list of anticipated final deliverables to R1PC for this project:

- A. Electronic files used in project development including Exhibits.
- B. Electronic Record of Design files including memos, exhibits and final report (pdf or as appropriate). Baxter & Woodman utilizes an electronic filing system in lieu of hard copies.

7. NOT INCLUDED – The following items are not included within the scope of this project but can be provided as additional services to the contract.

- A. Topographic Survey
- B. Wetland Delineations
- C. Drainage and Detention Calculations
- D. Meetings not identified in the deliverables above
- E. Additional alignments not identified in the deliverables above
- F. Public Outreach
- G. Funding Applications

Schedule

We will complete the above tasks within seven months of authorization to proceed as outlined in Attachment A.

Engineering Fee

Our engineering fee for the above scope of services is based on our hourly billing rates for actual work performed plus reimbursement for out-of-pocket expenses including mileage, will not exceed **\$40,200**. Optional services such as additional alternatives, visualization, or drone imagery can be added for an additional fee.

Thank you for the opportunity to submit our proposal for this project. Upon your written authorization to proceed, we will begin working immediately. Please contact me if you should have any questions or need additional information.

The attached Standard Terms and Conditions apply to this proposal. If you find this proposal acceptable, **please sign and return one copy for our files.**

Sincerely,

BAXTER & WOODMAN, INC.
CONSULTING ENGINEERS



Jason J. Fluhr, P.E.
Vice President

Attachment

REGION 1 PLANNING COUNCIL

ACCEPTED BY:

TITLE:

DATE:

Attachment A: Project Schedule

 Design
  Submittal

Task	2022												2023	
	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb				Jan	Feb
Feasibility Study														
Consultant Selection & Kickoff Meeting														
Agency Coordination														
Develop Alternatives 1A and 1B														
Alternative Meeting														
Develop Alternatives 2A and 2B														
Prepare Draft Feasibility Study														
Draft Feasibility Study Meeting														
Prepare Final Feasibility Study														

STANDARD TERMS AND CONDITIONS

PLEASE READ THESE STANDARD TERMS AND CONDITIONS ("TERMS") CAREFULLY BEFORE EXECUTING THE LETTER PROPOSAL PRESENTED BY BAXTER & WOODMAN, INC. ("BW"). BY EXECUTING THE LETTER PROPOSAL, OWNER AGREES TO BE BOUND BY THESE TERMS, THE PROVISIONS OF THE LETTER PROPOSAL, AND THE PROVISIONS OF ANY DOCUMENT REFERRING TO THESE TERMS OR THE LETTER PROPOSAL, ALL OF WHICH SHALL COLLECTIVELY CONSTITUTE THE "AGREEMENT".

Owner's Responsibility - Provide BW with all criteria and full information for the "Project", which is generally otherwise identified in the Letter Proposal. BW will rely, without liability, on the accuracy and completeness of all information provided by the Owner (as defined in the Letter Proposal) including its consultants, contractors, specialty contractors, subcontractors, manufacturers, suppliers and publishers of technical standards ("Owner Affiliates") without independently verifying that information. The Owner represents and warrants that all known hazardous materials on or beneath the site have been identified to BW. BW and their consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, unidentified or undisclosed hazardous materials unless this service is set forth in the Letter Proposal.

Schedule for Rendering Services - The agreed upon services shall be completed within a reasonable amount of time. If BW is hindered, delayed or prevented from performing the services as a result of any act or neglect of the Owner, any Owner Affiliate, or force majeure event, BW's work shall be extended and the rates and amounts of BW's compensation shall be equitably adjusted in a written instrument executed by all Parties.

Invoices and Payments - The fees to perform the proposed scope of services constitutes BW's estimate to perform the agreed upon scope of services. Circumstances may dictate a change in scope, and if this occurs, an equitable adjustment in compensation and time shall be agreed upon by all Parties by written agreement. No service for which added compensation will be charged will be provided without first obtaining written authorization from the Owner. BW invoices shall be due and owing by Owner in accordance with the terms and provisions of the State of Illinois Local Government Prompt Payment Act (50 ILCS 505/1 et seq.).

Opinion of Probable Construction Costs - BW's opinion of probable construction costs represents its reasonable judgment as a professional engineer. Owner acknowledges that BW has no control over construction costs or contractor's methods of determining prices, or over competitive bidding, or market conditions. BW cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from BW's opinion of probable construction costs.

Standards of Performance - (1) The standard of care for all services performed or furnished by BW will be the same care and skill ordinarily used by professionals practicing under similar circumstances, at the same time and in the same locality on similar projects. BW makes no warranties, express or implied, in connection with its services; (2) BW shall be responsible for the technical accuracy of its services and documents; (3) BW shall use reasonable care to comply with applicable laws, regulations, and Owner-mandated standards; (4) BW may employ such sub-consultants as BW deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objection by Owner; (5) BW shall not supervise, direct, control, or have authority over any contractors' work, nor have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety at the site, nor for any failure of any contractor to comply with laws and regulations applicable to such contractor's furnishing and performing of its work; (6) BW neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform the work in accordance with the contract documents; (7) BW is not acting as a municipal advisor as defined by the Dodd-Frank Act. BW shall not provide advice or have any responsibility for municipal financial products or securities; (8) BW is not responsible for the acts or omissions of any contractor, subcontractor, or supplier, or any of their agents or employees or any other person at the site or otherwise furnishing or performing any work; (9) Shop drawing and submittal review by BW shall apply only to the items in the submissions and only for the purpose of assessing if, upon installation or incorporation in the Project work, they are generally consistent with the contract documents. Owner agrees that the contractor is solely responsible for the submissions (regardless of the format in which provided, i.e. hard copy or electronic transmission) and for compliance with the construction documents. Owner further agrees that BW's review and action in relation to these submissions shall not constitute the provision of means, methods, techniques, sequencing or procedures of construction or extend to safety programs or precautions. BW's consideration of a component does not constitute acceptance of the assembled item; (10) BW's site observation during construction shall be at the times agreed upon in the Project scope. Through standard, reasonable means, BW will become generally familiar with observable completed work. If BW observes completed work that is inconsistent with the construction documents, information shall be communicated to the contractor and Owner for them to address.

Insurance - BW will maintain insurance coverage with the following limits and Certificates of Insurance will be provided to the Owner upon written request:

Worker's Compensation:	Statutory Limits	Excess Umbrella Liability:	\$10 million per claim and aggregate
General Liability:	\$1 million per claim	Professional Liability:	\$5 million per claim
	\$2 million aggregate		\$5 million aggregate
Automobile Liability:	\$1 million combined single limit		

In no event will BW's collective aggregate liability under or in connection with this Agreement or its subject matter, based on any legal or equitable theory of liability, including breach of contract, tort (including negligence), strict liability and otherwise, exceed the contract sum to be paid to BW's under this Agreement. Any claim against BW arising out of this Agreement may be asserted by the Owner, but only against the entity and not against BW's directors, officers, shareholders or employees, none of whom shall bear any liability and may not be subject to any claim.

Indemnification and Mutual Waiver - (1) To the fullest extent permitted by law, BW shall indemnify and hold harmless the Owner and its officers and employees from claims, costs, losses, and damages ("Losses") arising out of or relating to the Project, provided that such Losses are attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom, but only to the extent caused by any grossly negligent act or omission of BW; (2) To the fullest extent permitted by law, Owner shall indemnify and hold harmless BW and its officers, directors, employees, agents and consultants from and against any and all Losses (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to the Project provided that any such Losses are attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom, but only to the extent arising out of or occurring in connection with the Owner's, or Owner's officers, directors, employees, consultants, agents, or others retained by or under contract to the Owner, negligent act or omission, willful misconduct, or breach of this Agreement; (3) To the fullest extent permitted by law, Owner and BW waive against each other, and the other's employees, officers, directors, insurers, and consultants, any and all claims for or entitlement to special, incidental, indirect, enhanced, punitive, or consequential damages, in each case regardless of whether such party was advised of the possibility of such losses or damages or such losses or damages were otherwise foreseeable, and notwithstanding the failure of any agreed or other remedy of its essential purpose; (4) In the event Losses or expenses are caused by the joint or concurrent fault of the BW and Owner, they shall be borne by each party in proportion to its respective fault, as determined by a mediator or court of competent jurisdiction; (5) The Owner acknowledges that BW is a business corporation and not a professional service corporation, and further acknowledges that the corporate entity, as the party to this contract, expressly avoids contracting for individual responsibility of its officers, directors, or employees. The Owner and BW agree that any claim made by either party arising out of any act of the other party, or any officer, director, or employee of the other party in the execution or performance of the Agreement, shall be made solely against the other party and not individually or jointly against such officer, director, or employees.

Termination - Either party may terminate this Agreement upon ten (10) business days' written notice to the other party in the event of failure by the other party to comply with the terms of the Agreement through no fault of the terminating party. A condition precedent to termination shall be conformance with the Dispute Resolution terms below. If this Agreement is terminated, Owner shall receive reproducible copies of drawings, developed applications and other completed documents upon written request. Owner shall be liable, and shall promptly pay BW, for all services and reimbursable expenses rendered through the effective date of suspension/termination of services.

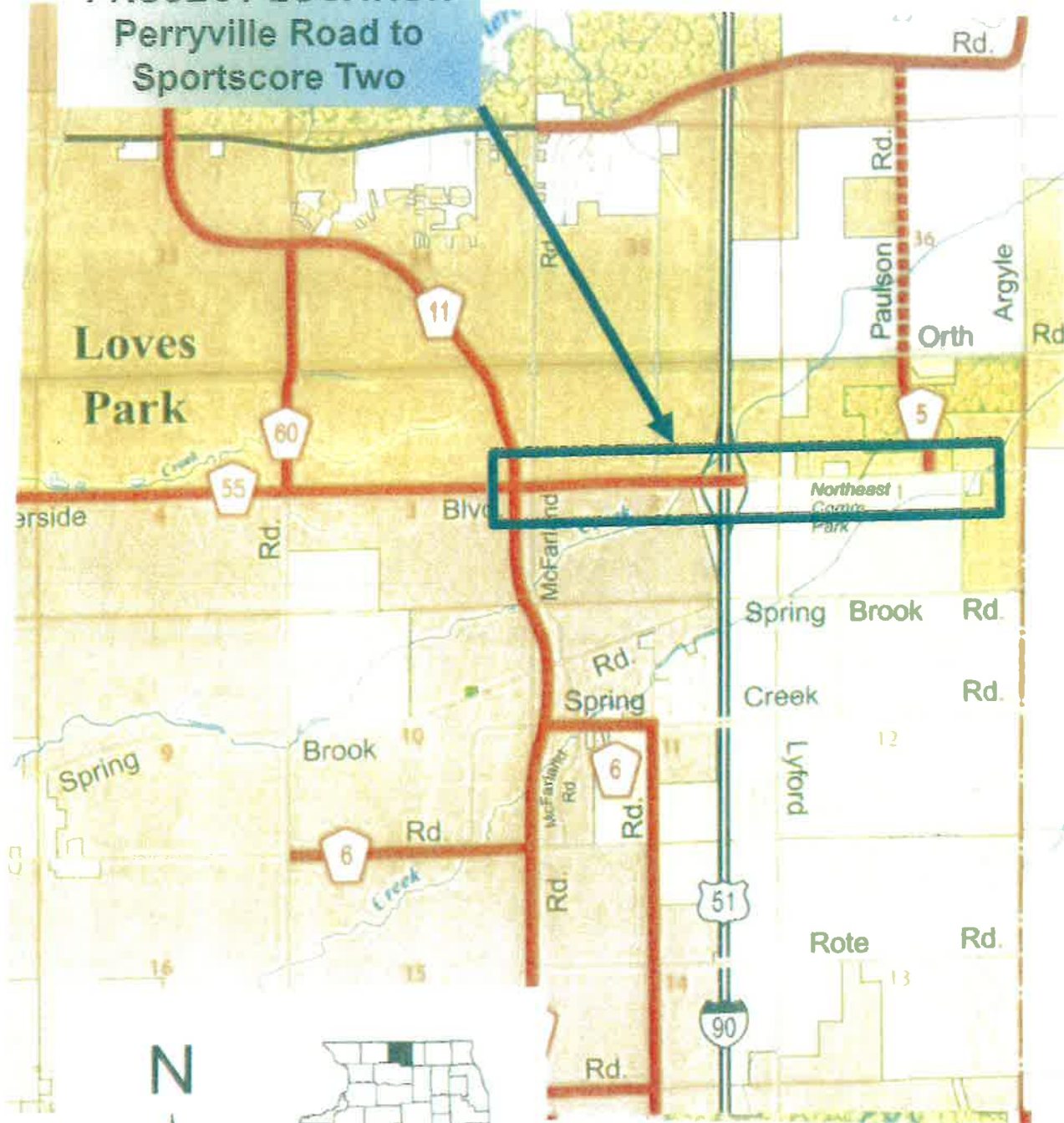
Use of Documents - All BW documents (data, calculations, reports, Drawings, Specifications, Record Drawings and other deliverables, whether in printed form or electronic media format, provided by BW to Owner pursuant to this Agreement) are instruments of service and BW retains ownership and property interest therein (including copyright and right of reuse). Owner shall not rely on such documents unless in printed form, signed or sealed by BW or its consultant. Electronic format of BW's design documents may differ from the printed version and BW bears no liability for errors, omissions or discrepancies. Reuse of BW's design documents is prohibited and Owner shall defend and indemnify BW from all claims, damages, losses and expenses, including attorney's fees, consultant/expert fees, and costs arising out of or resulting from said reuse. Project documents will be kept for time periods set forth in BW's document retention policy after Project closeout.

Successors, Assigns, and Beneficiaries - Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or BW to any third party, including any lender, contractor, subcontractor, supplier, manufacturer, other individual, entity or public body, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement are for the sole and exclusive benefit of the Owner and BW and not for the benefit (intended, unintended, direct or indirect) of any other entity or person.

Dispute Resolution - All disputes between the Parties shall first be negotiated between executives who have authority to settle the dispute for a period of thirty (30) days. If unresolved, disputes shall be then submitted to mediation as a condition precedent to litigation. The mediation session shall be held within forty-five (45) days of the retention of the mediator, and last for at least one (1) full mediation day, before any party has the option to withdraw from the process. If mediation is unsuccessful in resolving a Dispute, then the parties may seek to have the Dispute resolved by a court of competent jurisdiction.

Miscellaneous Provisions - (1) This Agreement is to be governed by the law of the state or jurisdiction in which the project is located; (2) all notices must be in writing and shall be deemed effectively served upon the other party when sent by certified mail, return receipt requested; (3) all express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion and/or termination for any reason; (4) any provision or part of the Agreement held to be void or unenforceable under any laws or regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the Owner and BW, which agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that expresses the intention of the stricken provision; (5) a party's non-enforcement of any provision shall not constitute a waiver of the provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement; (6) to the fullest extent permitted by law, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date of substantial completion, which is the point where the Project can be utilized for the purposes for which it was intended; (7) this Agreement, together with any other documents incorporated herein by reference, constitutes the sole and entire agreement of the parties with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter; (8) no amendment to or modification of this Agreement is effective unless it is in writing and signed by each party.

PROJECT LOCATION
Perryville Road to
Sportscore Two



Location Map

Public Safety & Judiciary Committee



Resolution Executive Summary

Prepared By: Corrections Bureau and Purchasing Department
Committee: Public Safety and Judiciary Committee
Committee Date: October 19, 2022
Resolution Title: Resolution Awarding New Jail Management Software
County Code: Winnebago County Purchasing Ordinance
Board Meeting Date: October 27, 2022

Background Information:

The Sheriff's Department Corrections Bureau, since 2007, has utilized Motorola OffenderTrak Software as their Jail Management System (JMS) in order to comply with record and facility management standards. Motorola informed Correction's that they will no longer be serving OffenderTrak and the program will be discontinued as of January 1, 2023.

The Sheriff's Department Correction's Bureau and the Information Technology Department started and completed a broad search for an OffenderTrak replacement. After review of three JMS software demos, Black Creek Integrated Systems Corp. was the only system adequate in meeting the requirements that are needed to replace the OffenderTrak program. The new program also offers additional jail services that have not been part of the outdated OffenderTrak program.

After selecting the best software program, the Purchasing Department was engaged and negotiated an additional \$120,000 discount off the entire project.

The total amount for the project is \$596,850 plus an additional \$30,000 for hardware. The amount of \$200,000 is coming from the PSST fund (ORG 40115 - OBJ 43167) and the remaining dollar amount will come out of the Sheriff's commissary account.

Recommendation:

The Corrections Bureau Captain and the Chief Information Officer recommend awarding an agreement to Black Creek Integrated Systems Corp. for **SallyPort®** Jail Management System software. **SallyPort®** Jail Management System software is a state-specific JMS designed to meet the state and federal requirements for each user agency.

Legal Review:

SAO Reviewed and all their recommendations have been included in the final agreement

Follow-Up:

Purchasing staff will make sure all agreements are executed and filed. Corrections and DoIT staff will work closely with Black Creek to implement the new jail management system.

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

Sponsored by: Burt Gerl, Committee Chairman
Submitted by: Public Safety and Judiciary Committee

Resolution Awarding Jail Management Software

WHEREAS, the Winnebago County Sheriff's Department Correction's Bureau requires the use of Jail Management Software (JMS) in order to comply with Illinois Compiled Statute 20 ILCS 2630/2.1 and Illinois Administrative Code Title 20, Section 701.30-701.40; and,

WHEREAS, the Winnebago County Sheriff's Department Correction's Bureau has been using Motorola OffenderTrak as its existing jail records management system since 2007; and,

WHEREAS, Motorola has stopped functional development of the existing jail records management system--OffenderTrak; and,

WHEREAS, the Public Safety and Judiciary Committee of the County Board for the County of Winnebago, Illinois, has reviewed the scope of work, Resolution Exhibit A, for the aforementioned service and recommends awarding agreement for **SallyPort®** Jail Management System Software as follows:

BLACK CREEK INTEGRATED SYSTEMS CORP.
P.O. BOX 101747
IRONDALE, ALABAMA 35210

NOW, THEREFORE, BE IT RESOLVED, by the County Board of the County of Winnebago, Illinois, that the County Board Chairman is authorized to issue, on behalf of the County of Winnebago, an agreement, similar in language to Resolution Exhibit B, with BLACK CREEK INTEGRATED SYSTEMS CORP., P.O. BOX 101747, IRONDALE, ALABAMA 35210.

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 Captain of the Corrections Bureau, Chief Information Officer, Director of Purchasing, Finance Director, County Board Office, and County Auditor.

**Respectfully submitted,
PUBLIC SAFETY AND JUDICIARY
COMMITTEE**

AGREE

DISAGREE

BURT GERL, CHAIRMAN

BURT GERL, CHAIRMAN

AARON BOOKER, VICE CHAIRMAN

AARON BOOKER, VICE CHAIRMAN

DOROTHY REDD

DOROTHY REDD

KEVIN MCCARTHY

KEVIN MCCARTHY

ANGIE GORAL

ANGIE GORAL

BRAD LINDMARK

BRAD LINDMARK

TIM NABORS

TIM NABORS

The above and foregoing Resolution was adopted by the County Board of the County of Winnebago, Illinois this ____ day of _____ 2022.

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

EXHIBIT A

PROPOSAL / SCOPE OF WORK



Black Creek Integrated Systems Corp.
 P.O. Box 101747
 Irondale, AL 35210
 Phone: 205-949-9900

AGENCY: Winnebago County, Illinois
ATTENTION: Captain Robert Lukowski
ADDRESS: 650 West State Street
 Rockford, IL 61102
PHONE: (815) 319- 6749
EMAIL: lukowskir@wcsi-il.us

BCIS QUOTE NO.: PC22043.03
QUOTED BY: THL/dhk
DATE: October 6, 2022

This Scope of Work details Black Creek's response to a request from Winnebago Co., IL, for a proposal to implement Black Creek's **SallyPort®IL** Jail Management System for the Agency. This proposal supersedes all proposals previously issued by Black Creek for this project.

1.0 Deliverables

1.01 Application Software & Interfaces

- 1.01.01 **SallyPort®IL** 4.0 Booking and Inmate Management Software: includes the following modules: Booking with digital mug shot image capture and display capability, Demographics, Video Lineup, Arrest/Charge/Release, Inmate Property, Classification, Medical, Inmate Fund, Inmate Contacts/Visitation, Threat Group, Billing and Shift Log. For installation on Customer's server. Includes 90 days of telephone support from date of installation.
- 1.01.02 30 ea. Full Access **SallyPort®IL** User License: for installation on networked workstations or supported mobile devices.
- 1.01.03 Unlimited **SallyPort®IL** User Read-Only License: for installation on networked workstations or supported mobile devices. Allows only viewing of inmate data and report generation.
- 1.01.04 Inmate Scheduling Module: Allows an Agency to schedule, track, and manage all inmate activities such as Programs, Hearings, Transports, etc. Information can be displayed in calendar format or as a printable report.
- 1.01.05 V.I.N.E. Interface: provides automated data communications between **SallyPort®IL** and Appriss V.I.N.E. system.
- 1.01.06 Livescan Interface: provides two-way (bidirectional), automated data exchange between **SallyPort®IL** and the Livescan application. Compatible with Biometrix4All, Comnetix, L1, Idemia, DataWorks, ID Networks, Mentalix, Morphotrust.
- 1.01.07 Active Directory Interface: Allows secure login using Active Directory credentials.
- 1.01.08 Telephone System PIN Interface: passes inmate personal identification number to inmate phone system on inmate booking and passes deactivation information on inmate release. Compatible with Securus, GTL, NCIC, Paytel.
- 1.01.09 In Custody Inmate Data Exchange/View: provides in-custody inmate information between **SallyPort®IL** and other entities requesting data for in-custody inmates, such as for display on an agency's public facing website or other use. Used to harvest data for Full Court Enterprise data exchange.
- 1.01.10 Commissary Booking Interface: Interface between Commissary application and **SallyPort®IL** to activate/deactivate an inmate account upon booking/release; does not include debits from/credits to inmate fund accounts. Compatible with Keefe, Swanson, Trinity, Aramark. Refer to 4.01.04 and 4.01.05.
- 1.01.11 CorEMR Electronic Medical Records Interface: unidirectional export of standard inmate information upon bookings, releases, and movements. Refer to 4.01.04 and 4.01.05.

- 1.01.12 NCIC (CommSys Application) Interface: ConnectCIC State Interface middleware product for interface with IL LEADS message switch for state and local transactions; includes ConnectCIC Basic Inquiry Package with Real-time Data Mining, Computerized Criminal History (CCH) Inquiry, and Wanted/Missing Persons (WMP-I) Inquiry.
- 1.01.13 Watch Tour Manager® Application Plug-In for **SallyPort®IL**: Allows the configuration and electronic tracking and recording of watch tours. Data is collected using a Black Creek-approved mobile device (check with Black Creek for a list of compatible devices) that incorporates an NFC reader, an integral camera, a QWERTY keyboard, and Wi-Fi connectivity; watch tour data is collected by scanning NFC tags. Notes or ad hoc entries can be attached to watch tour entries using the integral keyboard. Images and full-motion video entries can also be attached using the integral camera. Watch Tour Manager® allows highly flexible configuration of watch tours by locations and schedules. Real-time indication of watch tour progress and alarm conditions can be displayed when utilized in conjunction with a wireless LAN. Includes search and reporting utilities. Data can be downloaded to the storage server via one of the following methods:
 - (1) In real time when utilizing a wireless LAN installed throughout the facility, or
 - (2) on a batch basis when in range of a Wireless Access Point(s) installed in a central location in the facility.
- 1.01.14 50 ea. Watch Tour Manager®/Electronic Shift Log Mobile Client Access License: Provides connection to the Watch Tour Manager® application for data collection devices. Mobile devices may not share licenses; each mobile device in use must have its own individual license in order to be registered in the system. A list of compatible mobile devices will be provided upon request.
- 1.01.15 Mobile Device Server License: required for communication between **SallyPort®IL**, Watch Tour Manager®, Shift Log, and mobile devices or other network systems; supports up to (50) concurrent mobile device connections. Software to be installed on server provided by Customer.
- 1.01.16 RMS Interface (two-way): Provides a bidirectional automated data exchange between the Records Management System and **SallyPort®IL**; **SallyPort®IL** will interface with the RMS Application, thus allowing **SallyPort®IL** users the option to create new inmate booking records populated with the RMS arrest data without duplicate manual data entry. Additionally, **SallyPort®IL** will provide mutually agreed upon inmate data to the Records Management System to eliminate dual entry. Compatible with: Hexagon (Intergraph), MARK43, CoHero, ARMS. *[NOTE: At the time of this quotation, Black Creek has provided it's standard bidirectional (2-way) RMS interface. If upon receipt of the RMS interface specification document, there are additional functionality requirements not addressed, this interface may require revision at additional expense to the Agency.]*
- 1.01.17 Fingerprint Plug-in: allows the capture and storage of inmate fingerprint templates at intake for use in confirming positive identification upon release and subsequent bookings. Requires HU20 Fingerprint Scanner.
- 1.01.18 Barcoding Plug-in: allows Agency to create Agency-specific QR codes for use in **SallyPort®IL** and Electronic Shift Log; requires compatible handheld mobile device with QR code scanning capabilities. A list of compatible mobile devices will be provided upon request.
- 1.01.19 Custom Interface: Programming services to provide custom interface(s) to DigiTicket and the Court Management System (specifics to be determined). *[NOTE: At the time of this quotation, Black Creek has provided the quote based on preliminary information provided by the Agency. If upon receipt of the interface specification document(s), there are additional functionality requirements not addressed, this interface may require revision at additional expense to the Agency.]*

1.02 Hardware

- 1.02.01 6 ea. T-LBK462-HSB Signature Capture Pad: heavy-duty signature capture pad for use in recording and storing electronic signatures on any form in **SallyPort®IL** where an inmate or officer signature is required; includes 1"x5" LCD, tempered glass signing surface. USB-connected.
- 1.02.02 6 ea. HU20 Fingerprint Scanner: forensic-quality fingerprint capture device. Delivers accurate and reliable results for identification and verification. Scanner includes 72" USB cable for connection to networked **SallyPort®IL** computer workstation; requires Fingerprint Interface.
- 1.02.03 25 ea. Location NFC Tag Assembly: ruggedized, encapsulated Bluetooth low-energy beacon; utilizes a secure algorithm to prevent duplication. One per tour requirement.
- 1.02.04 300 ea. Watch Tour NFC Tag Assembly: ruggedized, encapsulated Bluetooth low-energy beacon; utilizes a secure algorithm to prevent duplication.
- 1.02.05 Freight Charges: ground transportation, best way.

1.03 Ancillary Services

- 1.03.01 3 ea. Discovery Days: Onsite meeting days to coordinate with agency staff to review procedures and requirements of the project; includes eight (8) hours/day of discovery services by a qualified representative conducted during normal business hours, Monday-Friday, 9:00 a.m. to 5:00 p.m.
- 1.03.02 3 ea. Installation/Commissioning Days: Remote services of certified electronic technician for assistance in system installation and/or setup; includes eight (8) hours/day of installation services conducted during normal business hours, Monday-Friday, 9:00 a.m. to 5:00 p.m. CST.
- 1.03.03 3 ea. Training Days: Onsite training in use of system utilizing a Train-the-Trainer format; includes eight (8) hours/day of training conducted during normal business hours, Monday-Friday, 9:00 a.m. to 5:00 p.m.
- 1.03.04 3 ea. Go-Live Support Days: Onsite Go-Live support; includes eight (8) hours/day of onsite technical support by a qualified representative conducted during normal business hours, Monday-Friday, 9:00 a.m. to 5:00 p.m.
- 1.03.05 Data Conversion
 - 1.03.05.01 **Enhanced** Data Conversion in accordance with Attachment A.
 - 1.03.05.02 Data that cannot be mapped to equivalent fields in **SallyPort®IL** will be entered in a Comments field on the Inmate's record.
 - 1.03.05.03 All data conversion presumes existing data can be provided in an industry-standard format.
 - 1.03.05.04 Conversion of data fields beyond those listed in the Enhanced Data Conversion column presented in Attachment A can be performed at additional cost; fields for conversion can be finalized during contract negotiation.
- 1.03.06 Project Management performed by Black Creek's designated Project Manager.
- 1.03.07 Travel Costs: includes airfare, travel days, hotel, rental car, and meals.

2.0 Customer and Black Creek Roles and Responsibilities

2.01 Owner Responsibilities

- 2.01.01 Furnish, install, and maintain **SallyPort®IL** server hardware, operating system, and MS SQL Server software/licenses for database(s); database(s) can be maintained on separate physical servers or on a single, appropriately sized, virtualized physical server. Refer to Attachment B for requirements.

- 2.01.02 Furnish, install, and maintain the facility network; a minimum gigabit network is recommended, and the network must have consistent, reliable bandwidth.
- 2.01.03 Furnish, install, and maintain networked client workstations, including operating system, capable of accessing the Agency's Intranet.
- 2.01.04 Maintain updates to the servers such as virus protection and/or Windows® OS updates.
- 2.01.05 Provide Black Creek access to existing JMS data or provide a backup file of existing JMS data for data conversion purposes.
- 2.01.05 Provide compatible mobile tablet devices and associated kiosk application licenses or approved alternative kiosk software.
- 2.01.06 Furnish, install, and maintain compatible wireless access points.
- 2.01.07 Furnish, install, and maintain the mobile device gateway server hardware and operating system.
- 2.01.06 System backups. (**SallyPort®IL** has a daily schedule task that creates a backup file; however, the Customer will need to ensure this file, along with the entire Install Directory, is backed up on a regular basis.)
- 2.01.07 Provide **SallyPort®IL** server with network access to third party vendors such as Swanson, Securus, etc., to facilitate required interfaces.
- 2.01.08 Provide remote access to Black Creek to **SallyPort®IL** server for remote installation, diagnostic, and support purposes.
- 2.01.09 Provide interface specification documents for all interfaces required.

2.02 Black Creek Responsibilities

- 2.02.01 Provide all Deliverables.
- 2.02.02 Install application software and interfaces.
- 2.02.03 Provide software maintenance and support during initial **90-day warranty period** and during an active annual support plan period thereafter.

3.0 Acceptance Criteria

- 3.01 The Customer shall provide written notification of system acceptance to Black Creek upon completion of 30-day system acceptance testing period beginning on the software Go-Live Date.

4.0 Clarifications and Exclusions

4.01 Clarifications

- 4.01.01 Prices quoted F.O.B. Factory, freight prepaid & included.
- 4.01.02 Pricing valid for 90 calendar days from date of proposal.
- 4.01.03 Pricing does not include charges from other vendors (e.g., Keefe, Central Square, etc.) that may be incurred to implement quoted interfaces.
- 4.01.04 Black Creek has provided its standard interface for each specified system/application. Interface pricing is subject to revision after receipt of an interface specification document for each interface; if additional functionality requirements are discovered upon receipt of the interface specification document(s), interface(s) may require revision at additional expense to the Customer. Interface pricing can be finalized during contract negotiation, or via change order to the contract if nonconformity is noted during Discovery.
- 4.01.05 Proposal assumes quoted interfaces conform to industry standard formats and that the vendor/agency is willing to share data with Black Creek.

4.02 Exclusions

- 4.02.01 Sales Tax.
- 4.02.02 Liquidated Damages.
- 4.02.03 Retainage.
- 4.02.04 Performance and payment bonds (may be provided at 1.5% of contract amount).
- 4.02.05 Any equipment or service not previously described in this scope of work.

5.0 Pricing Summary

5.01	Application Software & Interfaces		\$483,365.00
5.0	Hardware		\$8,216.00
5.03	Ancillary Services		<u>\$211,744.00</u>
5.04	PROPOSAL SUBTOTAL		\$703,225.00
5.05	First-in-State Discount (15%)	DEDUCT	<u>(105,484.00)</u>
5.06	FINAL PROPOSAL TOTAL		\$596,850.00

6.0 Annual Support

- 6.01 Provide Software Support in accordance with **SallyPort®IL** Annual Support Plan (refer to Attachment C).
- 6.02 Annual Support Plan pricing is for 12-month period. Actual cost will be prorated from support plan inception date to 12/31.
- 6.03 Annual Support Year 1 Post-warranty (full year): \$120,817.00

7.0 Terms of Payment

- 7.01 Per mutually agreed upon Schedule of Values.

8.0 Delivery

- 8.01 Per mutually agreed upon project schedule.

Best regards,
BLACK CREEK INTEGRATED SYSTEMS CORP.



Thom Lanphear
General Sales Manager
tlanphear@blackcreekisc.com

ATTACHMENT A: DATA CONVERSION



SallyPort®

JAIL MANAGEMENT SYSTEMS

Conversion Plans For Existing Customer Data

	Basic	Standard	Enhanced	Comprehensive
Criminal History Number or PIN Number	●	●	●	●
Booking Number	●	●	●	●
Booking Date	●	●	●	●
Booking Time	●	●	●	●
Arresting Agency	●	●	●	●
Last Name	●	●	●	●
First Name	●	●	●	●
Middle Name	●	●	●	●
Suffix	●	●	●	●
Date of Birth	●	●	●	●
SSN	●	●	●	●
State ID #	●	●	●	●
FBI #	●	●	●	●
City of Birth	●	●	●	●
State of Birth	●	●	●	●
Address Information	●	●	●	●
Sex	●	●	●	●
Eye Color	●	●	●	●
Hair Color	●	●	●	●
Race	●	●	●	●
Ethnic Origin	●	●	●	●
Mugshots	●	●	●	●
Scars, Marks, and Tattoos (Images)		●	●	●
Charges		●	●	●
Holds/Warrants		●	●	●
Cautionaries		●	●	●
Classification			●	●
Incident/Disciplinary Reports			●	●
Assessments			●	●
Keep Separates			●	●
Release Date		●	●	●
Release Time		●	●	●
Release Reason		●	●	●
Will include all of the data fields listed, as well as any other data that can be matched to existing fields within SallyPort®. Data that cannot be matched will be provided in a mutually agreed upon format with the agency.				●

Customer must provide existing data in a standardized format. (Not freeform text)

Images must be provided in an industry standard format and must be associated with inmate records.

ATTACHMENT B: HARDWARE SPECIFICATIONS

JMS SERVER

<u>Parameter</u>	<u>Minimum</u>	<u>Optimal</u>
Operating System	Windows® Server 2016 Standard	Windows® Server 2019 Standard
Database	Microsoft SQL Server 2019	Microsoft SQL Server 2019
Web Server	IIS 7.5 or Higher	IIS 7.5 or Higher
Processor	4 cores, 2.2GHz	6 cores, 2.2GHz or higher
Memory	32GB DDR4	64GB DDR4
Storage	512GB NVMe SSD	1TB NVMe SSD
Display	1920x1080	1920x1080
Network	200mbps	300mbps or Higher
Remote Access	LogMeIn Client	Unattended
Internet Ports	SSL Port 443	SSL Port 443
Web Browser	Google Chrome	Google Chrome

DESKTOP CLIENT

<u>Parameter</u>	<u>Minimum</u>	<u>Optimal</u>
Web Browser	Google Chrome	Google Chrome
Processor	4 Cores 2.4GHz	4 Cores 2.8GHz or Higher
RAM	DDR4 8GBs	DDR4 16GBs
Storage	128GB SSD	128GB SSD
Operating System	Windows® 10 Professional	Windows® 10 Professional
Display Resolution	1920x1080	1920x1080
Network	200mbps	300mbps or Higher

MOBILE/TABLET CLIENT

<u>Parameter</u>	<u>Minimum</u>	<u>Optimal</u>
Operating System	Android 10	Android 11.0 or higher
If applicable> Samsung KNOX	Enabled	Enabled
Factory Reset	Disabled	Disabled
Multi Window	Disabled	Disabled
S Voice	Disabled	Disabled
Air View Mode	Disabled	Disabled
Air Command Mode	Disabled	Disabled
Smart Clip Mode	Disabled	Disabled

The web app is accessible using any currently supported web browser:

- Chrome (54.0.2841.87 or higher)
- Edge (38.14393 or higher)
- Safari (10.0.1 or higher)
- Opera (41 or higher)
- Firefox (49.0.2 or higher)

An SSL certificate secures traffic between the user's browser and the JMS server.

ATTACHMENT C: *SallyPort®IL* ANNUAL SUPPORT PLAN DESCRIPTION

Black Creek's ***SallyPort®IL*** Unlimited Support Plan begins upon system Go-Live. The ***SallyPort®IL*** Unlimited Support Plan is an enhanced plan with no limits on the amount of telephone contact time or Internet support from Black Creek technical support personnel. It was designed for agencies who depend on a quick response time when faced with questions concerning their software and its operation and who wish to budget a single annual amount for that support. This comprehensive plan includes the following features:

- Unlimited hours of telephone assistance from persons skilled in the use and support of ***SallyPort®IL***.
- One (1) hour response time to inquiries: Black Creek will make every attempt to contact you within one (1) hour of receipt of an inquiry during normal business hours (defined below).
- Software updates: Black Creek will provide updates to the software as they are issued during the life of the Plan.
- E-mail notification of software notices and updates.
- Remote software support: A Black Creek Technical Support Representative will "log on" to your system from Black Creek's facility in Irondale, al, to assist in problem resolution.
- Membership in Black Creek's Software Users' Group.

Plan pricing assumes services will be requested and provided during Black Creek's normal business hours, Monday through Friday, between 8:00 a.m.–5:00 p.m. CST; calls received outside these hours are billable at the Extended Services rates in effect at the time of service. For calls received outside normal business hours and during weekends and holidays, service provided is billed at the Extended Service rates in effect at that time. Plan terms are effective for the period January 1st to December 31st, unless otherwise negotiated.

In order to accurately and precisely identify service requests, Black Creek will provide the Owner with "Problem Report" forms requiring detailed descriptions of each suspected problem. This document will serve as the instrument that identifies and describes the problem and gives the technician the information necessary to diagnose and correct the problem. Black Creek has found that accurate reporting minimizes miscommunication and therefore greatly decreases the problem resolution time. Once the problem is identified, Black Creek will troubleshoot and make software corrections via a remote connection to the system. Black Creek's ability to troubleshoot and make software corrections via this remote connection also greatly reduces the amount of time spent correcting any problems.

There are Tier 1, Tier 2, and Tier 3 support staff for ***SallyPort®IL***.

- Tier 1 staff take incoming calls and triage the calls to the appropriate Tier 2 staff for resolution.
- Tier 2 are trained staff who can address most problems using the tools available to them and the Agency-provided VPN connection to the Agency's ***SallyPort®IL*** application.
- Tier 3 staff are Software Engineers or Programmers who may have to initiate a bug patch or hot fix if the issue reported proves to be more than can be addressed via phone or remote access.

On average, support calls are answered immediately by a live person and there is no call wait time. Support calls are triaged by Tier 1 staff to appropriate Tier 2 personnel. The company is sufficiently staffed to respond to all Critical severity calls immediately; however, the average support call is a Medium or Low Severity level, and on average, those are handled within 10-15 minutes.

SallyPort®IL includes an embedded help feature, but with the Unlimited Support Plan, agencies can be confident that when they require additional assistance, they can rely on Black Creek Support Staff to resolve any issue that arises, anytime of the day or night.



Resolution Executive Summary

Prepared By: Gary Caruana
Committee: Public Safety and Judiciary Committee
Committee Date: October 27, 2022
Resolution Title: Resolution approving an Intergovernmental Agreement for Regional Board of Education School Resource Officer Program

County Code: Not Applicable

Board Meeting Date: October 27, 2022

Budget Information:

Was item budgeted?	No	Appropriation Amount: \$195,709
If not, explain funding source: Regional Office of Education		
ORG/OBJ/Project Code: 24000		Budget Impact: \$195,709

Background Information: The Boone-Winnebago Regional Office of Education contacted the Sheriff's Office to enter into an Intergovernmental Agreement for a School Resource Officer at Summit Academy. The School District will be reimbursing the County 75% of the total cost of the Deputy's salary and benefits. They will also be reimbursing the County for a vehicle, training and all equipment needed for a new deputy. We will be invoicing the District for all over-time expenses.

Recommendation:

Contract/Agreement:

Legal Review:

Follow-Up: Not Applicable

2022 Board Meeting

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

2022 CR _____

SUBMITTED BY: PUBLIC SAFETY AND JUDICIARY COMMITTEE

SPONSORED BY: BURT GERL

**RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT
REGIONAL BOARD OF EDUCATION
SCHOOL RESOURCE OFFICER PROGRAM**

WHEREAS, Article VII, Section 10 of the Constitution of the State of Illinois 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 County of Winnebago, Illinois is a "unit of local government" as defined in Article VII, Section 1 of the Constitution of the State of Illinois 1970; and

WHEREAS, the Regional Board of Education (hereinafter "the School District" or "District") is a duly organized and existing school district and body politic of the State of Illinois.

WHEREAS, the School District is duly created, organized, existing, and now operating under and pursuant to the provisions of the Illinois School Code, as amended, 105 ILCS 5/1.1 *et seq.*, and is a "unit of local government" as defined in Article VII, Section 1 of the Constitution of the State of Illinois 1970; and

WHEREAS, the Winnebago County Sheriff's Office ("Sheriff") provides law enforcement services and has full-time police officers/deputies on duty on a 24-hour basis; and

WHEREAS, the School District does not have a police force; and

WHEREAS, the School District wishes to have School Resource Officers available at its schools during the school year; and

WHEREAS, both the County and the School District, pursuant to Article VII, Section 10 of the 1970 Constitution of the State of Illinois, desire to enter into this Intergovernmental Agreement for the hiring of a School Resource Officer provided by the Sheriff; and

WHEREAS, the purpose of this Intergovernmental Agreement is to provide a safe learning environment; help reduce school violence; improve school-law enforcement collaboration; and improve perception and relations between students, staff and law enforcement officers.

NOW, THEREFORE BE IT RESOLVED, by the County Board of the County of Winnebago, Illinois that Joseph Chiarelli, the Winnebago County Board Chairman, is authorized and directed to, on behalf of the County of Winnebago, enter into an Intergovernmental Agreement with the Regional Board of Education, as attached hereto.

BE IT FURTHER RESOLVED that the Intergovernmental Agreement entered into by Joseph Chiarelli pursuant to the authority granted in this Resolution shall contain substantially the same terms as the Intergovernmental Agreement which is attached to this Resolution.

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

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

Respectfully submitted,

PUBLIC SAFETY AND JUDICIARY COMMITTEE

AGREE

DISAGREE

Burt Gerl, Chairman

Burt Gerl, Chairman

Aaron Booker, Vice Chairman

Aaron Booker, Vice Chairman

Kevin McCarthy

Kevin McCarthy

Brad Lindmark

Brad Lindmark

Tim Nabors

Tim Nabors

Angie Goral

Angie Goral

Dorothy Redd

Dorothy Redd

The above and foregoing Resolution was adopted by the County Board of the County of Winnebago, Illinois this ____ day of _____, 2022.

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

ATTEST:

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

**INTERGOVERNMENTAL AGREEMENT
FOR REGIONAL OFFICE OF EDUCATION - SUMMIT ACADEMY
SCHOOL RESOURCE OFFICER PROGRAM**

This Intergovernmental Agreement (hereinafter "Agreement") is made this _____ day of _____, 2022, by and between the Regional Office of Education (hereinafter "the School District" or "District") and the County of Winnebago, Illinois (hereinafter "the County") on behalf of the Winnebago County Sheriff's Office (hereinafter "the Sheriff"). The County, the Sheriff and the School District recognize the benefits of the School Resource Officer Program to the citizens of Winnebago County and particularly to the students of the School District located within the jurisdiction of the County. The goal of this understanding is to provide policing and community-oriented services to the School District.

WITNESSETH:

WHEREAS, Article 7, Section 10 of the Constitution of the State of Illinois 1970, authorizes units of local government to contract among themselves to obtain or share services and to exercise, combine or transfer any power or function in any manner not prohibited by law; and

WHEREAS, the School District is a duly organized and existing school district and body politic of the State of Illinois. The School District is duly created, organized, existing, and now operating under and pursuant to the provisions of the Illinois School Code, as amended, 105 ILCS 5/1.1 *et seq.*, and is a "unit of local government" as defined in Article 7, Section 1 of the Constitution of the State of Illinois 1970; and

WHEREAS, the County is a "unit of local government" as defined in Article 7, Section 1 of the Constitution of the State of Illinois 1970; and

WHEREAS, the Sheriff provides law enforcement services and has full-time police officers/deputies on duty on a 24-hour basis; and

WHEREAS, the School District does not have a police force; and

WHEREAS, the School District wishes to have a School Resource Officer ("SRO") available at its schools during the school year; and

WHEREAS, the County, Sheriff and the School District agree and understand that the School Resource Officer is an employee of the Winnebago County Sheriff's Office; and

WHEREAS, both the County and the School District, pursuant to Article 7, Section 10 of the 1970 Constitution of the State of Illinois, desire to enter into this Agreement for the hiring and posting of a School Resource Officer.

NOW, THEREFORE, in consideration of the terms herein set forth and the mutual covenants and obligations of the County and School District hereto; the School District and the County agree as follows:

I. INCORPORATION OF RECITALS:

The foregoing recitals are incorporated into and made a part of this Agreement as if fully set forth herein.

II. PARTIES:

This Agreement is entered into by and between the School District and the County on behalf of the Winnebago County Sheriff's Office (herein referred to as "Sheriff"). The District and County are hereinafter collectively referred to as "Party" or "Parties."

III. PURPOSE:

The purpose of the School Resource Officer Program (hereinafter referred to as ("Program")) is to provide a safe learning environment; help reduce school violence; improve school-law enforcement collaboration; and improve perception and relations between students, staff and law enforcement officers.

IV. FINANCING THE SCHOOL RESOURCE OFFICER PROGRAM:

The District shall compensate the Sheriff for the School Resource Officers (hereinafter referred to as "SRO") services, as detailed in Appendix A.

Beginning in the 2022-23 school year and continuing through the 2023-2024 school year, the District shall compensate the Sheriff for the School Resource Officer Program based on 75% of each officer's actual salary and benefits. The SRO agrees to be available for any necessary District staff training at the beginning of each school year.

It is contemplated that the work hours of the assigned SRO may be modified on days where the SRO's presence is required for evening events, and such evening events may be subject to an overtime rate. All overtime authorized by the District in writing prior to the work shall be paid to the Sheriff by the District at 100% of the overtime hours worked in the Program. The compensation due to the Sheriff from the District shall be adjusted on an ongoing basis to reflect the current salary costs of the Sheriff pursuant to its policies and applicable agreements, including any collective bargaining agreement affecting such salary costs.

V. EVALUATION AND FUTURE FUNDING:

Prior to July 1st of each year, and as may be necessary from time to time, the County, Sheriff and District shall evaluate the effectiveness of the Program and consider whether modifications to the Program are necessary or advisable to accomplish its purpose. The County, Sheriff and District agree to cooperate and negotiate in good faith in fulfilling the intent of the County, Sheriff and District concerning continuation of the Program and future funding of the Program by the County, Sheriff and the District.

VI. RIGHTS AND DUTIES OF THE SHERIFF:

The Sheriff shall provide 1 School Resource Officer to the District as follows:

1. The Sheriff shall assign one regularly-employed police officer to the Program. Prior to assignment, the Sheriff will identify the proposed SROs and their qualifications to the District for consideration as SRO officers. The Sheriff will make the final selection of the SROs in consultation with the District. The Sheriff will not appoint a person as SRO to whom the District objects.
2. The Sheriff or designee shall perform scheduled and non-scheduled visits to schools within the District.
3. The School Resource Officer is and shall remain an employee of the Winnebago County Sheriff's Office and shall be supervised through and directed by the Sheriff in consultation with the District. All activities of the School Resource Officer shall be undertaken as an employee of the

Winnebago County Sheriff's Office pursuant to all applicable laws and Sheriff's Department rules, regulations, policies and procedures.

4. Regular Duty Hours of the SROs.

- A. The SRO shall be regularly assigned to the Program when school is in session on weekdays, but not during summer school, from 7:36 a.m. to 4:00 p.m. on all days of student attendance. The SRO may also be in attendance, as necessary, pre-approved by the District and at an overtime rate, to i) testify at student discipline or expulsion hearings as requested; ii) attend school and District in-service training and iii) attend parent, faculty, student, administration and other meetings to provide information regarding the SRO Program (to the extent such programs fall outside the regular duty hours of the SRO).
- B. The SRO may be temporarily reassigned by the Sheriff during a law enforcement emergency or to participate in mandatory police training as determined by the Sheriff's Office. In such events, the compensation paid by the District shall be proportionately reduced.
- C. If the SRO assigned to the School District is absent on vacation, sick time, time coming leave, personal days off, military training or other authorized absences, there shall be no replacement unless preapproved by the School District. The Sheriff will provide the District with the costs of a replacement, except as herein provided in paragraph 3 of Appendix A, which is incorporated herein and attached hereto.

5. Duties, Obligations and Procedures of the SRO.

The SRO shall/will:

- A. Wear the utility pants commonly known as "BDUs" and polo shirt unless special circumstances require other form of dress.
- B. Provide classroom presentations when requested by a teacher on such topics as the role of policing in the community, search and seizure, laws of arrest, traffic laws, crime prevention, victim's rights, community involvement and youth programs.
- C. Participate in discussions to establish rapport with students.

- D. Take appropriate law enforcement action as required by law and Sheriff's Department rules, regulations, policies and procedures.
- E. Notify the school principal as soon as practical of any violations or actions which impact the school discipline, order or safety and such other violations and actions as the District Superintendent/principal reasonably requests to be reported. Should it become necessary to conduct formal law enforcement interviews with students, the SRO shall adhere to the District Policies, Sheriff's Department rules, regulations, policies and procedures, and legal requirements with regard to such interviews.
- F. Obtain prior permission, advice and guidance from the District Superintendent/principal before enacting any law enforcement program with the District.
- G. Provide assistance to school administrators, faculty, and staff, upon request, in developing emergency procedures and emergency management plans to include prevention and/or minimization of dangerous situations which may result from student unrest or unauthorized intruders.
- H. Be familiar with District Policies, including the District's Code of Conduct.
- I. Develop a rapport with students and a working relationship with student organizations, faculty, staff members, District administrators and community members.
- J. Coordinate efforts with campus supervisory personnel, i.e., campus supervisors, hall monitors, parking attendants, and building security personnel.
- K. Maintain detailed, accurate and up to date records as agreed by the Sheriff and District Superintendent/principal.
- L. Attend, whenever possible, school and District in-service training as recommended by the District Superintendent/principal.

M. Perform other duties which will promote the purposes of the SRO Program and which are mutually agreed upon by the District Superintendent/principal and the Sheriff.

N. Any additions to the above duties, obligations and procedures must be mutually agreed upon by the Sheriff and the District Superintendent. These protocols may be modified or amended at any time by unanimous written agreement of the Parties.

VII. RESPONSIBILITIES OF THE SCHOOL DISTRICT:

The District shall provide to the full-time School Resource Officers the following materials and facilities, which are deemed necessary to the performance of the SRO Program.

1. A private office or area at each school within the District, furnished with a desk and office furniture, including a secured cabinet, to conduct matters of confidential business and shall be provided access to student records if necessary, in compliance with District policies, and State and Federal laws and regulations.
2. The District shall provide the books, handout material, or other materials necessary to support the SROs' teaching curriculum. Any materials to be used shall be communicated to the District for prior approval.
3. The District shall pay for the operating costs of one marked patrol car, including but not limited to, fuel, oil changes, licensing, washing and all other reasonable and necessary maintenance and repairs.
4. The SRO shall not be expected or asked to detain or take into physical custody any student who has only violated District Policies or to enforce District Policies. The SRO will not discipline students pursuant to any District Policies, including the District's Code of Conduct. All disciplinary authority lies within the District. It shall be understood and agreed that a SRO, as a law enforcement officer, can only detain or take into physical custody those students for whom there is reasonable suspicion or probable cause that they have committed a criminal offense.

VIII. EMPLOYMENT STATUS OF SCHOOL RESOURCE OFFICER:

The School Resource Officer shall remain an employee of the Winnebago County Sheriff's Office and shall not be deemed an employee of the District. The District and the Sheriff acknowledge that the School Resource Officer is a law enforcement officer who shall uphold the law under the direct supervision and control of the Sheriff. The School Resource Officer shall remain responsive to the chain of command of the Sheriff's Department.

The District's Superintendent has the rights and responsibilities to report any alleged misconduct, non-compliance with the District's Policies or other questionable behavior on the part of the School Resource Officer to the Sheriff. Such reports shall be made in writing unless circumstances dictate making such reports in person or by phone.

IX. LIABILITY AND INDEMNIFICATION:

It is the intent of the parties that the SRO is an employee of the Sheriff's Department. The County and/or Sheriff agrees to defend, indemnify, and hold the District harmless from any claims, suits or causes of action arising from the performance of the duties of the SRO or employment claims brought by the SRO, including but not limited to: lawsuits or administrative actions alleging discrimination, civil rights violations, noncompliance with employment statutes, workers' compensation, improper salary withholding, improper overtime reimbursement, or improper income tax withholding.

The District shall indemnify and hold harmless the County and/or Sheriff against any and all losses, liabilities, damages, claims, suits, costs, actions, expenses or judgments, including reasonable attorney's fees, as a result of the negligent or willful or wanton acts of the District and/or the District's employees in connection with or as a result of this Agreement.

Nothing in this Agreement is intended to constitute nor shall constitute limitation or waiver of the defenses available to the County, Sheriff and the District, including those under the Tort Immunity Act.

X. DISMISSAL OF SCHOOL RESOURCE OFFICER REPLACEMENT

1. In the event the District Superintendent believes that the SRO is not effectively performing his/her duties and responsibilities, the Superintendent shall notify the Sheriff's Office. A meeting shall be conducted with the SRO in order to informally mediate or resolve any problems. If the continued

assignment of the SRO is unacceptable to the District following the meeting, a different SRO shall be assigned by the Sheriff.

2. The Sheriff, at his/her sole discretion, may dismiss, reassign or transfer the School Resource Officers based on departmental rules, regulations, administrative reasons, departmental directives, and/or collective bargaining agreements or when it is in the best interest of the Sheriff's Office to do so.
3. In the event of resignation, dismissal, reassignment, or transfer of the School Resource Officers, the Sheriff shall provide a temporary replacement of the School Resource Officer in a timely and efficient manner. A permanent replacement for the School Resource Officer shall be made as soon as practical. The District understands that the process to hire and train a qualified SRO is time-consuming. In the event that the Sheriff is unable to provide an assigned SRO under this Agreement, including cases of an SRO's resignation, dismissal, reassignment or transfer, the compensation paid by the District to the Sheriff during regular school term while school is in session shall be reduced proportionately.

XI. CONFIDENTIALITY

In pursuit of the goals and objectives previously stated, the County, Sheriff and the District intend to share information under this Agreement subject to:

- *Family Education Rights and Privacy Act* (20 U.S.C. § 1232g; 34 CFR Part 99)
 - *Illinois School Student Records Act* (105 ILCS 10/6)
 - *Illinois Juvenile Court Act of 1987* "Law Enforcement Records" (705 ILCS 405/5-905)
- and their respective rules and regulations.

The County, Sheriff and the District may communicate to the general public through newspaper, electronic, and other media regarding the services provided by the SRO under this Agreement; provided, however, that any communication shall not disclose student record information, unless such disclosure is permitted or required by law.

XII. TERM OF AGREEMENT AND TERMINATION:

This Agreement shall be effective upon the date stated in Section XVIII and shall remain in effect for a period of three (3) years from that date or until

terminated by either the County or the District, as detailed below. However, the District will not be required to compensate the Sheriff until the SRO commences work in the District pursuant to the Program.

This Agreement may be terminated with or without cause, at the sole discretion of either the County or the District, by the County or District giving ninety (90) days written notice to the other Party.

For purpose of notice, the addresses of the County, Sheriff, and District are as follows:

If to the County: Winnebago County Administrator
 Winnebago County Administration Building
 404 Elm Street
 Rockford, Illinois 61102

If to the Sheriff: Winnebago County Sheriff
 Winnebago County Justice Center
 650 W. State Street
 Rockford, IL 61102

If to the School District: Regional Superintendent
 Regional Office of Education
 300 Heart Blvd
 Loves Park, IL 61111

It is mutually understood and agreed that this Agreement shall be governed by the laws of the State of Illinois, both as to interpretation and performance.

XIII. GOOD FAITH:

The County, Sheriff and District, their agents and employees agree to cooperate in good faith in fulfilling the terms of this Agreement. The County, Sheriff and District agree that they will attempt to resolve any disputes concerning the interpretation of this Agreement and unforeseen questions and difficulties which may arise by good faith negotiations before resorting to any litigation.

XIV. MODIFICATION

This document constitutes the full understanding of the County, Sheriff and District, and no terms, conditions, understanding or agreement purported to modify or vary the terms of this Agreement shall be binding unless hereafter made in writing and signed by the affected Parties.

XV. DISCLAIMER OF RELATIONSHIP

Nothing contained in this Agreement nor any act of the County, Sheriff and District parties, shall be deemed or construed by the County, Sheriff, and District or by third persons to create any relationship of a third-party beneficiary, principal, agent, limited or general partnership, joint venture, or any association or relationship involving the County, Sheriff or the District.

XVI. COUNTERPART

This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

XVII. BINDING AUTHORITY

The individuals executing this Agreement on behalf of the County, Sheriff and the District represent that they have the legal power, right, and actual authority to bind their respective party to the terms and conditions of this Agreement.

This Agreement entered into by the County by Resolution 22 - _____ at the regular meeting of the County Board of the County of Winnebago, Illinois _____ in compliance with the Open Meetings Act.

XVIII. EFFECTIVE DATE:

This Agreement is effective upon the date of the last Party to sign.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned District, County and Sheriff,
hereby place their hand and seal on the dates hereinafter set forth.

Regional Office of Education

County of Winnebago, Illinois

By: _____
Regional Superintendent

By: _____
Joseph Chiarelli
Chairman of the County
Board of the County of
Winnebago, Illinois

Date: _____

Attest: _____
Secretary

Attest: _____
Lori Gummow
Clerk of the County Board of
the County of Winnebago,
Illinois

Date: _____

Date: _____

Winnebago County Sheriff's Office

Gary Caruana
Winnebago County Sheriff

Date: _____

Appendix A

Pursuant to *Section IV. Financing the School Resource Officer Program* of the Agreement, the County, Sheriff and District agree to the following compensation terms:

1. Other than as specified in paragraph 3, below, the amount payable by the District to the Sheriff for the SRO for the 2022-2023 school year is approximately \$195,789.50.
2. The parties agree that for the 2022-2023 and 2023-24 school years, this Agreement shall be adjusted to reflect any actual increase or decrease in the personnel costs incurred by the Winnebago County Sheriff's Office in its performance under this Agreement by reason of adjustments made to salaries and fringe benefits in response to changes made to the Fraternal Order of Police Lodge #50 contract between Winnebago County, the Sheriff and the Fraternal Order of Police Labor Council.
3. In order to continue coverage when the assigned SRO is on vacation, etc., pursuant to Section VI, Paragraph 4. C in this Agreement, overtime may be necessary to hire back another deputy for coverage. In the event this is necessary for the 2022-23 school year, such overtime costs payable by the District shall be payable at a rate of 1 ½ the hourly rate of the assigned deputies plus benefits. In the event overtime is necessary with said continued coverage for the 2022-2023 and 2023-2024 school years, said overtime amount shall be based on actual overtime costs incurred by the Sheriff.
4. Payments for all services under this Agreement shall be billed and made quarterly.

UNFINISHED BUSINESS

NEW BUSINESS

ANNOUNCEMENTS & COMMUNICATIONS



WINNEBAGO COUNTY

— ILLINOIS —

Announcements & Communications

Date: October 27, 2022

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 Theresa Grennan, Chief Deputy Winnebago County Treasurer the following:
 - a. Winnebago County Treasurer Bank Balances – September, 2022
 - b. Collateralization Report – as of September 30, 2022
 - c. October 1, 2022 Investment Report
2. County Clerk Gummow received from Mediacom a letter to inform on or about November 15, 2022, Mediacom will implement programming changes and rate adjustments.

Adjournment