



WINNEBAGO COUNTY

— ILLINOIS —

REVISED

AGENDA

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

Thursday, March 23, 2023
6:00 p.m.

1. Call to Order Chairman Joseph Chiarelli
2. Invocation and Pledge of Allegiance Board Member Keith McDonald
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
6. Approval of Minutes Chairman Joseph Chiarelli
 - A. Approval of February 23, 2023 minutes
 - B. Layover of March 9, 2023 minutes
7. Consent Agenda.....Chairman Joseph Chiarelli
 - A. Raffle Report
 - B. Auditor's Report
8. Appointments (Per County Board rules, Board Chairman appointments require a 30-day layover unless there is a suspension of the rule).
 - A. Four Rivers Sanitation Authority, Annual Compensation: \$6,000
 1. Benjamin Bernsten (Reappointment), Rockford, Illinois, to serve a 3-year term, April 2023 to April 2026
 2. Rick Pollack (Reappointment), Rockford, Illinois, to serve a 3-year term, April 2023 to April 2026
 - B. Harlem Roscoe Fire, Annual Compensation: Not to exceed \$1,500, plus 50% if ambulance service
 1. John Donahue (Reappointment), Roscoe, Illinois, to serve a 3-year term, May 2023 to May 2026

- C. North Park Public Water District, Annual Compensation: Not to exceed \$1,200
 - 1. Deborah Nelson (Reappointment), Loves Park, Illinois, to serve a 5-year term, May 2023 to May 2028

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

- A. Finance Committee..... **John Butitta, Committee Chairman**
 - 1. Committee Report
 - 2. Resolution Authorizing Execution of Participation Agreements in National Opioid Settlements for CVS, Walgreens, Walmart, Teva and Allergan
 - 3. Ordinance for a Budget Amendment for Transfers from General Fund and PSST Funds for Capital Improvement Projects to be Laid Over
- B. Zoning Committee **Jim Webster, Committee Chairman**
 - Planning and/or Zoning Requests:
 - 1. Committee Report
- C. Economic Development Committee..... **John Sweeney, Committee Chairman**
 - 1. Committee Report
- D. Operations and Administrative Committee..... **Keith McDonald, Committee Chairman**
 - 1. Committee Report
 - 2. Resolution Awarding Bid for Joint Seal Coating Services
 - 3. Resolution Awarding Agreement for Office Supplies
 - 4. Resolution to Approve Purchase of Morgue Equipment Using CIP PSST 2023 Funds
 - 5. Resolution to Approve Purchase of Coroner Vehicles Using CIP PSST 2023 Funds
 - 6. Resolution to Include Compensation Paid Under Internal Revenue Code Section 125 Plan as IMRF Earnings
- E. Public Works Committee **Dave Tassoni, Committee Chairman**
 - 1. Committee Report
 - 2. (23-003) Resolution Authorizing the Approval of a Change in Plans to Reconcile Bid Quantities with As-Built Quantities for Prairie Hill Road Resurfacing from IL Rte. 2 to IL Rte. 251 (Section 21-00701-00-RS)
Cost: \$(117,896.82) deduction C.B. District: 2 & 4
 - 3. (23-004) Resolution Authorizing the Approval of a Change in Plans to Reconcile Bid Quantities with As-Built Quantities for Mulford Road Resurfacing from Harrison Avenue to Sandy Hollow Road (Section 22-00708-00-RS)
Cost: \$(104,295.83) deduction C.B. District: 11 & 15
 - 4. (23-005) Resolution Authorizing an Intergovernmental Agreement between the County and the Village of Cherry Valley for Bridge Inspections (Section 22-00706-00-BI)
Cost: \$00.00 (no cost to the County) C.B. District: 8 & 11
 - 5. (23-006) Award of Bid for the 2023 County General Letting
Cost: \$1,798,450.71 C.B. District: County Wide
 - 6. (23-007) Resolution Authorizing the Appropriation of Motor Fuel Tax (MFT) Funds for the Maintenance of County Highways
Cost: \$6,249,000 C.B. District: County Wide

7. (23-008) Resolution Authorizing the Approval of an Agreement with Fehr Graham & Associates for Professional Services.
Cost: \$45,000 C.B. District: 5

- F. Public Safety and Judiciary Committee.....**Brad Lindmark, Committee Chairman**
1. Committee Report
 2. Resolution Approving an Intergovernmental Agreement Between the County of Winnebago and South Beloit Community School District No. 320 for School Resource Officer Program
 3. Resolution to Approve the Purchase of Two-Way Radios for the Animal Services Department Staff with Animal Services Donation Funds
 4. Resolution to Approve the Purchase of Neogov Software with Animal Services Donation Funds
 5. Resolution to Approve Intergovernmental Agreement for the Crisis Co-Responder Team (CCRT) Program

10. Unfinished BusinessChairman Joseph Chiarelli

Appointments

- A. Winnebago County Community Mental Health Board, Annual Compensation: None
1. Mohammad Yunus (New Appointment), Machesney Park, Illinois, to fulfill the remainder of a four-year term which expires January 2024
 2. Tim Nabors (Reappointment), Rockford, Illinois, January 2022 to January 2026

**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, April 13, 2023

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

Approval of Minutes

**REGULAR ADJOURNED MEETING
WINNEBAGO COUNTY BOARD
FEBRUARY 23, 2023**

1. Chairman Chiarelli Called to Order the Regular Adjourned Meeting of the Winnebago County Board for Thursday, February 23, 2023 at 6:00 p.m.
2. Board Member Lindmark gave the invocation and led the Pledge of Allegiance.
3. Agenda Announcements: None.
4. Roll Call: 19 Present. 1 Absent. (Board Members Arena, Booker, Butitta, Crosby, Fellars, Goral, Guevara, Hoffman, Hanserd, Lindmark, McCarthy, McDonald, Penney, Salgado, Scrol, Sweeney, Tassoni, Thompson and Webster. (Board Member Nabors was absent.)

Board Member Nabors joined at 6:03 p.m.

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

5. Awards - None

Presentations - None

Public Hearings - None

Public Participation- Rev. Earl Dotson, Sr., West Side Rockford Redevelopment, Pro

Nancy Edwardson – County Jail Room and Inmate Cash ATM, Con

APPROVAL OF MINUTES

6. Chairman Chiarelli entertained a motion to approve the Minutes. Board Member Thompson made a motion to approve County Board Minutes of January 26, 2023 and layover County Board Minutes of February 9, 2023, seconded by Board Member Guevara. Motion was approved by a unanimous vote of all members present.

CONSENT AGENDA

7. Chairman Chiarelli entertained a motion to approve the Consent Agenda for February 23, 2023. Board Member Hoffman made a motion to approve the Consent Agenda which includes the Raffle Report and Auditor's Report, seconded by Board Member Thompson. Motion was approved by a unanimous vote of all members present.

APPOINTMENTS

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

Chairman Chiarelli read in Appointment items A. and B. (as listed below). Board Member Arena made a motion to suspend the rules on Item A. (as listed below), seconded by Board Member Webster. Motion to suspend was approved by a unanimous vote of all members present. Board Member Arena made a motion to approve Item A., seconded by Board Member Webster. Motion was approved by a unanimous vote of all members present.

A. Emergency Telephone System Board (ETSB), Annual Compensation: None

1. Win-Bur-Sew Fire Protection District Chief David Loria (New Appointment), Winnebago, Illinois, February 2023 to February 2026

B. Extension Board

1. Aaron Booker (Reappointment), Pecatonica, Illinois, February 2023 to February 2025
2. Jim Webster (Reappointment), Rockton, Illinois, February 2023 to February 2025
3. Christopher Scrol (New Appointment), Rockford, Illinois, February 2023 to February 2025

REPORTS FROM STANDING COMMITTEES

FINANCE COMMITTEE

9. Board Member Butitta read in for the first reading of Agenda Items 2. thru 13. (as listed below). Board Member Butitta made a motion to suspend the rules on Agenda Items 2. thru 13., seconded by Board Member Sweeney. Motion to suspend was approved by a unanimous vote of all members present. Board Member Butitta made a motion to approve Agenda Items 2. thru 13., seconded by Board Member Thompson. Motion was approved by a unanimous vote of all members present.
2. An Ordinance Abating the 2012C State Income Tax Alternate Bond Property Tax Levy for the year 2022 Payable 2023 to be Laid Over.
 3. An Ordinance to Abate the 2016A Public Safety Sales Tax Alternative Bond Property Tax Levy for the Year 2022 Payable 2023 to be Laid Over.
 4. An Ordinance to Abate the 2016D Public Safety Sales Tax Alternative Bond Property Tax Levy for the Year 2022 Payable 2023 to be Laid Over.

5. An Ordinance to Abate the 2016E Public Safety Sales Tax Alternate Bond Property Tax Levy for the Year 2022 Payable 2023 to be Laid Over.
 6. An Ordinance to Abate the 2017C Tort Property Tax and Quarter Cent Sales Tax Alternative Bond Property Tax Levy for the Year 2022 Payable 2023 to be Laid Over.
 7. An Ordinance Abating the Tax hereto Levied for the Year 2022 Payable 2023 to Pay the Principle of and Interest on Taxable General Obligation Bonds (Alternative Revenue Source) Series 2018 of Winnebago County, Illinois to be Laid Over.
 8. An Ordinance to Abate the 2020A Alternative Revenue Bond Property Tax Levy for the Year 2022 Payable 2023 to be Laid Over.
 9. An Ordinance to Abate the 2020B Alternative Revenue Bond Property Tax Levy for the Year 2022 Payable 2023 to be Laid Over.
 10. An Ordinance to Abate the General Obligation Refunding Bonds (Alternate Revenue Source), Series 2021A Bond Property Tax Levy for the Year 2022 Payable 2023 to be Laid Over.
 11. An Ordinance to Abate the General Obligation Refunding Bonds (Alternate Revenue Source), Series 2021B Bond Property Tax Levy for the Year 2022 Payable 2023 to be Laid Over.
 12. An Ordinance to Abate the General Obligation Alternate Refunding Bonds (Public Safety Sale Tax Alternate Revenue Source), Series 2022 Bonds Property Tax Levy for the Year 2022 Payable 2023 to be Laid Over.
 13. An Ordinance Abating Special Tax Roll for 2022 Levy Year for Properties within the Special Service Area for the I39 Baxter Road County Water District Project to be Laid Over.
10. Board Member Butitta made a motion to approve a Resolution Modifying the Budget of an American Recovery Act Project for RP011 Animal Service Building Contingency, seconded by Board Member Crosby. Motion was approved by a unanimous vote of all members present.
 11. Board Member Butitta read in for the first reading of an Ordinance to Amend the Budget for Inmate Medical Contract to be Laid Over.
 12. Board Member Butitta read in a Resolution Authorizing Settlement of a Claim against the County of Winnebago entitled James Neal versus Winnebago County to be Laid Over.

ZONING COMMITTEE

13. Board Member Webster read in for the first reading of Z-01-23 A map amendment to rezone 5.0+- acres from the AG, Agricultural Priority District to the RA, Rural Agricultural Residential District (a sub-district of the RA District) for the property that is commonly known as 16843 Hartman Road, Davis, IL 61019 in Laona Township to be laid over.

14. Board Member Webster read in for the first reading of Z-02-23 A map amendment to rezone 1.99+- acres from the RR, Rural Residential District (a sub-district of the RA District) to the RE, Rural Estate Residential District (a sub-district of the RA District) for the property that is commonly known as 6499 Alice Lane, Rockton, Il 61072 in Shirland Township, District 2 to be laid over.
15. Board Member Webster made a motion to approve a Resolution calling for the Governor and General Assembly to Protect Local Control of Zoning and Land Use with regard to Commercial Solar Farms and Wind Power Energy Facilities (Wind Farms) (Illinois House Bill 4412/Public Act 102-1123), seconded by Board Member Guevara. Discussion by Board Members Goral, Webster, and Fellars. Motion was approved by a unanimous vote of all members present.

ECONOMIC DEVELOPMENT COMMITTEE

16. Board Member Sweeney made a motion to approve a Resolution Electing to Opt-In to the Illinois Electronics Recycling Program for Program 2024, seconded by Board Member Penney. Motion was approve by a unanimous vote of all members present.

Board Member Sweeney announced the Economic Development Committee will meet Monday, February 27th at 5:30 p.m.

OPERATIONS & ADMINISTRATIVE COMMITTEE

17. No Report.

PUBLIC WORKS COMMITTEE

18. No Report.

PUBLIC SAFETY AND JUDICIARY COMMITTEE

19. Board Member Lindmark made a motion to approve a Resolution Authorizing the County Board Chairman to Amend Contract for Health Care Services for Detainees of the Juvenile Detention Center, seconded by Board Member McCarthy. Motion was approved by a unanimous vote of all members present.
20. Board Member Lindmark made a motion to approve a Resolution Authorizing the County Board Chairman to Amend Contract for Health Care Services for the Inmates of the Winnebago County Jail, seconded by Board Member Goral. Motion was approved by a unanimous vote of all members present.
21. Board Member Lindmark read in for the first reading of an Ordinance Amending Chapter 14 of the Winnebago County Code of Ordinances Regarding Registration and Inoculation Requirements for Dogs and Cats to be Laid Over.

UNFINISHED BUSINESS

22. Finance Committee

- A. Board Member Butitta made a motion to approve an Ordinance for Approval of Budget Amendment for the Circuit Clerk Laid Over from February 9, 2023 Meeting, seconded by Board Member Crosby. Motion was approved by a unanimous vote of all members present.
- B. Board Member Butitta made a motion to approve an Ordinance form Approval of a Budget Adjustment for the Sheriff's Office, seconded by Board Member Penney. Discussion by Board Member Butitta. Motion was approved by a unanimous vote of all members present.

Appointments

Board Member Sweeny made a motion to approve the Appointments listed below, seconded by Board Member Booker. Discussion by Board Members Butitta and Arena. Motion was approved by a voice vote. Board Member Butitta abstained.

A. River Bluff Board of Directors, Annual Compensation: None

- 1. Jim Knutson (New Appointment), Rockford, Illinois, March 2023 to March 2027
- 2. Teresa Gobeli (New Appointment), Rockford, Illinois, March 2023 to March 2027
- 3. Trent Brass (New Appointment), Rockford, Illinois, March 2023 to March 2027
- 4. Bob Nieman (New Appointment), Rockford, Illinois, March 2023 to March 2027
- 5. Jay Ferraro (New Appointment), Rockford, Illinois, March 2023 to March 2027
- 6. Steve Schultz (New Appointment), Roscoe, Illinois, March 2023 to March 2027
- 7. Frank Perrecone (New Appointment), Rockford, Illinois, March 2023 to March 2027
- 8. Bernice Marinelli (New Appointment), Rockford, Illinois, Mach 2023 to March 2027
- 9. John Butitta (New Appointment), Rockford, Illinois, Mach 2023 to March

NEW BUSINESS

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

Board Member Salgado spoke of the Health Department Bond payment. Discussion by Board Member McDonald.

ANNOUNCEMENTS & COMMUNICATION

24. County Clerk Gummow submitted the Items Listed Below as Correspondence which were "Placed on File" by Chairman Chiarelli:
- A. County Clerk Gummow submitted from the United States Nuclear Regulatory Commission the following:
 - a. Byron Station – Integrated Inspection Report 05000454/2022004 and 05000455/2022004
 - b. Federal Register / Vol. 88, No. 25 / Tuesday, February 7, 2023 / Notices
 - B. County Clerk Gummow received from Charter Communications the Quarterly Franchise Fee Payment for the following:
 - a. Township of Harlem
 - b. Township of Rockton
 - c. Township of Roscoe
 - C. County Clerk Gummow received from Nicor Gas a letter and brochure regarding keeping the community and natural gas facilities safe.

Board Member McCarthy spoke of an 80's band and announced it was Chris Petrus's birthday.

Board Member Sweeney congratulated Board Member Penney on becoming a grandparent for the first time.

Chairman Chiarelli announced Tuffy Quinonez suffered a serious medical incident and is in the hospital recovering.

ADJOURNMENT

25. Chairman Chiarelli entertained a motion to adjourn. County Board Member Webster moved to adjourn the meeting, seconded by Board Member Thompson. Motion was approved by a voice vote. The meeting was adjourned at 6:29 p.m.

Respectfully submitted,



Lori Gummow
County Clerk
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**REGULAR ADJOURNED MEETING
WINNEBAGO COUNTY BOARD
MARCH 9, 2023**

1. Chairman Chiarelli Called to Order the Regular Adjourned Meeting of the Winnebago County Board for Thursday, March 9, 2023 at 6:00 p.m.
2. Board Member McCarthy gave the invocation and led the Pledge of Allegiance.
3. Agenda Announcements: None.
4. Roll Call: 17 Present. 3 Absent. (Board Members Arena, Booker, Butitta, Crosby, Goral, Hoffman, Hanserd, Lindmark, McCarthy, McDonald, Penney, Salgado, Scrol, Sweeney, Tassoni, Thompson and Webster. (Board Members Fellars, Guevara, and Nabors were absent.)

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

5. Awards - None
- Presentations - State's Attorney J. Hanley presented a 2022 Recap. Discussion by Board Member Webster.
- Board Member Fellars arrived at 6:06 p.m.
- Public Hearings - None
- Public Participation- Rev. Earl Dotson, Sr. West Side Development, Pro

APPROVAL OF MINUTES

6. Chairman Chiarelli entertained a motion to approve the Minutes. Board Member Thompson made a motion to approve County Board Minutes of February 9, 2023 and layover County Board Minutes of February 23, 2023, seconded by Board Member Booker. Motion was approved by a unanimous vote of all members present. (Board Members Guevara and Nabors were absent.)

CONSENT AGENDA

7. Chairman Chiarelli entertained a motion to approve the Consent Agenda for March 9, 2023. Board Member Goral made a motion to approve the Consent Agenda which includes the Raffle Report and Auditor's Report, seconded by Board Member Hanserd. Motion was approved by a unanimous vote of all members present. (Board Members Guevara 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).**
- A. RAVE – Rockford Area Venues Entertainments, Annual Compensation: None
1. Megan McCoy (New Appointment), Rockford, Illinois, to serve the remainder of a 5-year term which expires June 2024

REPORTS FROM STANDING COMMITTEES

FINANCE COMMITTEE

9. Board Member Butitta read in for the first reading of Agenda Items 2. thru 5. (as listed below). Board Member Butitta made a motion to suspend the rules on Agenda Items 2. thru 5., seconded by Board Member Sweeney. Motion to suspend was approved by a unanimous vote of all members present. (Board Members Guevara and Nabors were absent.)
2. Board Member Butitta made a motion to approve an Ordinance for a Budget Amendment for a FOIA/Paralegal position and a Victim Service Provider Position, seconded by Board Member Crosby. Discussion by Board Member Butitta. Motion was approved by a unanimous vote of all members present. (Board Members Guevara and Nabors were absent.)
 3. Board Member Butitta made a motion to approve an Ordinance for Budget Amendment for Two Sheriff Admin Secretary Positions, seconded by Board Member McCarthy. Discussion by Board Member Butitta. Motion was approved by a unanimous vote of all members present. (Board Members Guevara and Nabors were absent.)
 4. Board Member Butitta made a motion to approve an Ordinance for a Budget Amendment for Circuit Clerk Scanner Purchase, seconded by Board Member Thompson. Discussion by Board Member Butitta. Motion was approved by a unanimous vote of all members present. (Board Members Guevara and Nabors were absent.)
 5. Board Member Butitta made a motion to approve an Ordinance for a Budget Amendment for a Facilities Truck Purchase, seconded by Board Member Crosby. Board Member McDonald made a motion to amend the Ordinance, seconded by Board Member Arena. Motion was approved by a voice vote. (Board Member Crosby voted no.) (Board Members Guevara and Nabors were absent.) Board Member Butitta moved to approve the Amended Ordinance, seconded by Board Member Thompson. Motion was approved by a unanimous vote of all members present. (Board Members Guevara and Nabors were absent.)
10. Board Member Butitta made a motion to approve a Resolution Authorizing Settlement of a Claim against the County of Winnebago entitled James Neal versus Winnebago County, seconded by Board Member Thompson. Discussion by Board Member Butitta. Motion was approved by a unanimous vote of all members present. (Board Members Guevara and Nabors were absent.)

ZONING COMMITTEE

11. See under Unfinished Business.

Board Member Guevara arrived at 6:31 p.m.

ECONOMIC DEVELOPMENT COMMITTEE

12. Board Member Sweeney made a motion to approve a Resolution Granting Authority to the Winnebago County Board Chairman to Execute the Revolving Loan Fund to Little Nick's BBQ, LLC, seconded by Board Member Hanserd. Discussion by Director of Development Services Dornbush and Board Members Fellars and Sweeney. Motion was approved by a unanimous vote of all members present. (Board Member Nabors was absent.)

OPERATIONS & ADMINISTRATIVE COMMITTEE

13. Board Member McDonald made a motion to approve a Resolution Approving Budget Amendment with Terracon, seconded by Board Member Thompson. Motion was approved by a unanimous vote of all members present. (Board Member Nabors was absent.)
14. Board Member McDonald made a motion to approve a Resolution Approving the Purchase of Desktop Scanners for the Circuit Clerk's Office, seconded by Board Member Hoffman. Motion was approved by a unanimous vote of all members present. (Board Member Nabors was absent.)
15. Board Member McDonald made a motion to approve a Resolution to Approve the Purchase of a Truck for Facilities with Capital Improvement Plan Funds, seconded by Board Member Hanserd. Board Member McDonald made a motion to amend the Resolution, seconded by Board Member Webster. Discussion by Board Member Arena. Motion to amend was approved by a unanimous vote of all members present. (Board Member Nabors was absent.) Board Member McDonald made a motion to approve the amended Resolution, seconded by Board Member Hanserd. Discussion by Board Member Salgado. Motion was approved by a by a unanimous vote of all members present. (Board Member Nabors was absent.)
16. Board Member McDonald made a motion to approve a Resolution Approving and Authorizing the Execution of a Contract for Purchase and Sale/Addendum of Properties Located in Rockford, IL: 720 Chestnut St., 702 Green St., and Parking Lots (318 S. Rockton Ave., 314 S. Rockton Ave., and 308 S. Rockton Ave.), seconded by Board Member Guevara. Motion was approved by a unanimous vote of all members present. (Board Member Nabors was absent.)

PUBLIC WORKS COMMITTEE

17. No Report.

PUBLIC SAFETY AND JUDICIARY COMMITTEE

18. See under Unfinished Business.

UNFINISHED BUSINESS

19. **Appointment**

Chairman Chiarelli entertained a motion to approve the Appointed (as listed below). Board Member Guevara made a motion to approve the Appointment, seconded by Board Member Thompson. Motion was approved by a unanimous vote of all members present. (Board Member Nabors was absent.)

A. Harlem Cemetery Association, Annual Compensation: None

1. Ginger Eterno (New Appointment), So. Beloit, Illinois, March 2023 to March 2029

Finance

- A. Board Member Butitta made a motion to approve an Ordinance to Amend the Budget for Inmate Medical Contract Laid Over from February 23, 2023 Meeting, seconded by Board Member Lindmark. Motion was approved by a unanimous vote of all members present. (Board Member Nabors was absent.)

Zoning

Board Member Webster made a motion to approve Items A. and B. (as listed below), seconded by Board Member Goral. Discussion by Board Member Webster. Motion was approved by a unanimous vote of all members present. (Board Members Guevara and Nabors were absent.)

- A. Board Member Webster read in for the first reading of Z-01-23 A map amendment to rezone 5.0+- acres from the AG, Agricultural Priority District to the RA, Rural Agricultural Residential District (a sub-district of the RA District) for the property that is commonly known as 16843 Hartman Road, Davis, IL 61019 in Laona Township, District 2 Laid Over from February 23, 2023 Meeting.
- B. Board Member Webster read in for the first reading of Z-02-23 A map amendment to rezone 1.99+- acres from the RR, Rural Residential District (a sub-district of the RA District) to the RE, Rural Estate Residential District (a sub-district of the RA District) for the property that is commonly known as 6499 Alice Lane, Rockton, IL 61072 in Shirland Township, District 2 Laid Over from February 23, 2023 Meeting.

Public Safety and Judiciary Committee

- A. Board Member Lindmark made a motion to approve an Ordinance Amending Chapter 14 of the Winnebago County Code of Ordinances Regarding Registration and Inoculation Requirements for Dogs and Cats Laid Over from February 23, 2023 Meeting, seconded by Board Member McCarthy. Discussion by Board Member Lindmark. Motion was approved by a unanimous vote of all members present. (Board Member Nabors was absent.)

Board Member Lindmark spoke of a meeting next Wednesday regarding the focus deterrence for the first year.

NEW BUSINESS

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

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 submitted from the United States Nuclear Regulatory Commission the following:
 - a. Braidwood Station, Units 1 and 2, Byron Station, Unit Nos. 1 and 2, Calvert Cliffs Nuclear Station, Units 1 and 2, and R.E. Ginna Station-Forward Fit Analysis (EPIDS L-2022-LRR-0074, 0076, 0079, 0091, 0092, 0093 AND 0094).
 - b. Summary of January 30, 2023, Public Meeting with Constellation Energy Generation, LLC (Constellation) to Discuss its Request for Alternatives for Certain Steam Generator Weld Inspections.
 - c. Federal Register/Vol. 88, No. 34/Tuesday, February 21, 2023 / Notices.
 - B. County Clerk Gummow submitted from Theresa Grennan, Chief Deputy Winnebago County Treasurer the following:
 - a. Winnebago County Treasurer Bank Balances – January 2023, 2022
 - b. Collateralization Report – as of January 31, 2023
 - c. Investment Report - as of February 1, 2023
 - C. County Clerk Gummow submitted from NCS Credit a letter regarding Greenlink Energy Solutions Inc.

Board Member McCarthy spoke of the upcoming St Patrick's Day Parade.

ADJOURNMENT

22. Chairman Chiarelli entertained a motion to adjourn. County Board Member Guevara moved to adjourn the meeting, seconded by Board Member Thompson. Motion was approved by a voice vote. The meeting was adjourned at 6:41 p.m.

Respectfully submitted,

A handwritten signature in blue ink that reads "Lori Gummow". The signature is written in a cursive, flowing style.

Lori Gummow
County Clerk
ar

CONSENT AGENDA

RAFFLE APPLICATION REPORT

Presently the County Clerk's office has Raffle Applications submitted by
9 different organizations for 11 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
30874	1	BROOKVIEW PARENT & TEACHER ORGANIZATION	05/01/2023-05/01/2023	\$1,200.00
30875	1	I.A.F.F. LOCAL 413 ROCKFORD FIREFIGHTERS	03/24/2023-04/02/2023	\$1,200.00
30876	1	I.A.F.F. LOCAL 413 ROCKFORD FIREFIGHTERS	04/22/2023-04/22/2023	\$4,999.99
30877	1	KNIGHTS OF COLUMBUS COUNCIL # 7624	04/01/2023-06/25/2023	\$3,000.00
30878	1	NIKOLAS RITSCHER FOUNDATION	04/01/2023-04/02/2023	\$2,500.00
30879	1	NIKOLAS RITSCHER FOUNDATION	4/2/2023-04/02/2023	\$2,500.00
30880	1	OUR LADY OF THE SCARED HEART	03/24/2023-05/06/2023	\$8,500.00
30881	1	P.E.O. ROCKFORD ROUND TABLE	04/22/2023-04/22/2023	\$350.00
30882	1	ST. EDWARDS CHURCH	04/01/2023-07/30/2023	\$7,000.00
30883	1	TRINITY DAY CARE INC.	04/28/2023-04/28/2023	\$3,500.00
30884	1	WINNEBAGO COUNTY ASSOCIATION OF LEGAL ADMINISTRATIVE	04/06/2023-04/06/2023	\$4,790.00

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

This concludes my report,

Deputy Clerk Kathleen M. Clausen

LORI GUMMOW
Winnebago County Clerk

Date 23-Mar-23

County Board Meeting: 3/23/23

RESOLUTION

TO THE HONORABLE COUNTY BOARD OF WINNEBAGO COUNTY:

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

	<u>FUND NAME</u>		<u>RECOMMENDED FOR PAYMENT</u>
001	GENERAL FUND	\$	380,973
101	PUBLIC SAFETY TAX	\$	172,172
103	DOCUMENT STORAGE FUND	\$	14,763
105	VITAL RECORDS FEE FUND	\$	197
106	RECORDERS DOCUMENT FEE FUND	\$	278
107	COURT AUTOMATION FUND	\$	67
109	VICTIM IMPACT PANEL FEE	\$	800
111	CHILDREN'S WAITING ROOM FUND	\$	95
114	911 OPERATIONS FUND	\$	51,672
115	PROBATION SERVICE FUND	\$	14,143
116	HOST FEE FUND	\$	3,000
123	STATE DRUG FORFEITURE ST ATTY	\$	1,000
126	LAW LIBRARY	\$	4,095
129	COUNTY AUTOMATION FUND	\$	11,427
131	DETENTION HOME	\$	31,980
155	MEMORIAL HALL	\$	1,520
156	CIRCUIT CLERK ELECTRONIC CITATION	\$	12,399
158	CHILD ADVOCACY PROJECT	\$	1,490
161	COUNTY HIGHWAY	\$	44,230
164	MOTOR FUEL TAX FUND	\$	132,720
181	VETERANS ASSISTANCE FUND	\$	7,789
185	HEALTH INSURANCE	\$	893,524
194	TORT JUDGMENT & LIABILITY	\$	1,254,589
196	MENTAL HEALTH TAX FUND	\$	84,514
218	BAXTER ROAD TIF FUNDS	\$	143,153
301	HEALTH GRANTS	\$	108,192
302	SHERIFF'S DEPT GRANTS	\$	78,258
304	PROBATION GRANTS	\$	40,835
307	COMMUNITY DEVELOPMENT GRANTS	\$	2,888
309	CIRCUIT COURT GRANT FUND	\$	25,053
313	AMERICA RESCUE PLAN	\$	190,021
314	CJCC GRANTS FUND	\$	4,544
401	RIVER BLUFF NURSING HOME	\$	352,924
410	ANIMAL SERVICES	\$	23,543
420	555 N COURT OPERATIONS FUND	\$	12,475
501	INTERNAL SERVICES	\$	14,695
710	ANIMAL SERVICES DONATION FUND	\$	26,262
743	CAPITAL PROJECTS FUND	\$	22,342
			<hr/>
	TOTAL THIS REPORT	\$	4,164,622

The adoption of this report is hereby recommended:


William Crowley, County Auditor

ADOPTED: This 23rd day of March 2023 at the City of Rockford, Winnebago County, Illinois.

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

ATTEST:

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

Appointments



Executive Summary

Date: March 23, 2023

From: County Board Chairman Joseph V. Chiarelli

Topic: **Board Appointment**

State of Illinois Public Act 099-0634 requires disclosure of appointments to local public entities. **County Code Chapter 2, Article II, Division 4, Section 2-88** states, "The Chairman shall make all appointments to commissions, boards, authorities, or special districts with the advice and consent of the County Board, or as otherwise provided by law."

Recommendation: County Board Chairman Joseph V. Chiarelli recommends the following person(s) to serve as County appointees.

Benjamin Bernsten of Rockford, Illinois, 61103 to serve a 3-year term from April 2023 – April 2026 on the Four Rivers Sanitation Authority Board.

Rick Pollack of Rockford, Illinois, 61103 to serve a 3-year term from April 2023 – April 2026 on the Four Rivers Sanitation Authority Board.

	Four Rivers Sanitation Authority
<i>Location:</i>	3501 Kishwaukee Street Rockford, IL 61109
<i>Service Description:</i>	Providing sanitary services to the area under its jurisdiction including Rockford, Roscoe, Loves Park, Machesney Park, Winnebago, New Milford and unincorporated areas
<i>Board Composition:</i>	Five (5) members appointed by the County Board Chairman with the advice and consent of the County Board. <ul style="list-style-type: none">• Cannot be from the same municipality if more than one municipality in district• No more than 3 of 5 in the same political party• Must reside in district• All term dates expire April 30th and must be filled within 60 days of expiration
<i>Origin of Entity:</i>	Sanitary District Act of 1917 (70 ILCS 2405/)
<i>Compensation:</i>	\$6,000 per year
<i>Bond:</i>	\$1,000
<i>Attorney:</i>	Ed Fitzgerald
<i>Meetings:</i>	4th Monday of the month, 5:15 pm Four Rivers Sanitation Authority, Graceffa Administration Building, 3501 Kishwaukee St., Rockford
<i>Property Tax/Funding:</i>	Levies a property tax, assesses fees for sewer services and replacement tax
<i>Consolidation/Dissolution Plans:</i>	If applicable

Benjamin W. Bernsten

Residence: 130 Lawn Place, Rockford, IL 61103

815.543.6072 (c) | Ben@Goodwillni.org

PROFESSIONAL EXPERIENCE

Goodwill Industries of Northern Illinois and Wisconsin Stateline Area, Inc. | Rockford, IL

Director of Retail & General Counsel | October 2012 – Present

- Responsible for all aspects of retail operations within 18 county territory including retail leadership, sales and profitability, strategic planning and alignment, operational growth, management of real estate and warehousing/trucking/recycling operations, e-commerce, and risk management.
- Responsible for the legal affairs of the corporation including oversight and advice on matters of corporate governance, finance, contracts, insurance, risk management, real estate, and employment matters.

First Rockford Group, Inc. | Rockford, IL

Attorney/Broker/Developer | March 2006 - September 2012

- Worked with national, regional, and local retailers and brokers to generate new business opportunities including the leasing, sale, and acquisition of commercial property.
- Analyzed project feasibility through creation of revenue, expense, and cash flow projections.
- Worked with governmental bodies on matters related to zoning, incentives, and other entitlements.
- Negotiated commercial leases and purchase agreements.

WilliamsMcCarthy | Rockford, IL

Associate Attorney | May 2002 – March 2006

Summer Associate | May – August 2001

- Represented developers and business clients in the acquisition and disposition of real estate, including the drafting and negotiation of real estate purchase agreements.
- Represented landlords and tenants in negotiations involving commercial, office, and residential leases; drafted commercial, office and residential leases.
- Drafted easement agreements, subdivision/condominium declarations, annexation agreements.
- Drafted asset purchase agreements and various business formation and transaction documents.

EDUCATION

University of Wisconsin Law School | Madison, WI

Juris Doctor | May 2002

- Judge Patience Roggensack, Wisconsin Court of Appeals, District IV | Internship (2002)
- Remington Center's Legal Assistance to Institutionalized Persons Project | Internship (2000–01)

Lawrence University | Appleton, WI

Bachelor of Arts | June 1997

COMMUNITY ACTIVITIES AND AFFILIATIONS

- Northwest Community Center | President (2007 - 2013), Board of Directors (2002 - Present)
- GiGi's Playhouse | Board of Directors (2015 - Present)
- Visiting Nurses Association | Board of Directors (2003 - 2009)
- River District Association | Board of Directors (2008 - 2011)
- Rockford School Board | Facilities Master Plan Steering Committee (2011 - 2012)
- Illinois and Wisconsin State Bar Associations | Member Attorney (2002 - Present)

Joe Chiarelli

February 19, 2023

Winnebago County Board Chairman

Dear Joe,

I respectfully request reappointment as trustee to the Four Rivers Sanitation Authority formerly Rock River Water reclamation District. I wish to continue to serve you and the citizens of Winnebago County in this capacity. It has been an honor to serve. As president of this board, I will continue to pursue best business practice initiatives as I did during my 40 year aerospace career and 15 year Winnebago County Board member.

Attached is a resume for your perusal.

Best Regards,

A handwritten signature in black ink, appearing to read "Rick Pollack", with a stylized, cursive script.

112 Lawn Place

Rockford, Illinois

815-218-6913

RICHARD T. POLLACK

112 Lawn Place
Rockford, Illinois 61103

**EMPLOYMENT
EXPERIENCE:**

POWERNETICS INC., BELVIDERE ILLINOIS 2009 - 2015

Consultant Onsite; United Technologies Rockford Campus
CRJ 21 Chinese Regional Jet, A350 Ram Air Turbine, Lockheed Martin ORION Electrical System, M1 Abrams Tank Electrical System,

HAMILTON SUNDSTRAND AEROSPACE, ROCKFORD, ILLINOIS

1985 – 2008

Staff Engineer 2002 -2008

Joint Strike Fighter (JSF) F-35 Electrical Systems Engineer
Systems Focal Converter Regulator: Established Design requirements
Test Commander : Coordinate Systems Integrate Lab. (SIL) test activity
Change Report (CR) Administrator: Coordinate Hardware/Software design change

Senior Systems Engineer II 1998 - 2001

Lead Electrical Systems Engineer
Boeing 767-400er program. Coordinated the development and Qualification testing for a staff of 12 engineers and technicians.
Assigned tasks, scheduled work, estimated tasks, and made performance reviews

Accomplishments:

- Earned Achievement award for meeting Boeing's FAA certification schedule.
- Verified the interface of Hamilton Sundstrand (HS) and Allied Signal APU Controllers and APU Generator on-site at Allied's Phoenix facility.
Coordinated design changes to both the Allied and HS controllers to meet Boeing specification requirements.

Senior Systems Engineer I 1994 – 1998

Accomplishments:

Team member that received Boeing's Supplier of the year Award

Senior Product Support Engineer I 1991 - 1993

Product support Engineer II 1989 – 1991

Qualification Systems Engineer II 1985 - 1989

Responsible for the qualification testing of aircraft electrical power generating systems for the following aircraft programs:

JAS 39, 747-300, A320, A320 Aircraft Boeing 747-400 Programs.

RICHARD T. POLLACK

112 Lawn Place
Rockford, Illinois 61103

EMPLOYMENT

EXPERIENCE (continued):

WOODWARD GOVERNOR COMPANY, ROCKFORD ILLINOIS

1973 - 1985

Test Engineer 1983 - 1985

Electronics Instructor 1973 - 1983

ROCK VALLEY COLLEGE, ROCKFORD, ILLINOIS

1979 - 1986

Adjunct Professor - Rock Valley College

Courses taught:

DC & AC Circuit Analysis, Manufacturing Processes, Industrial Organization, Digital Electronics

EDUCATION:

Northern Illinois University, Dekalb, Illinois

B.S., Physics Major, Electronics Minor

Member Sigma Pi Sigma National Physics Honors Society

PUBLIC OFFICE:

Four Rivers Sanitation Authority President 2020 - Present

Four Rivers Sanitation Authority Trustee 2013 - Present

Winnebago County Board Member 1997 - 2012

Chairman Public Safety Committee 2003 - 2012

President Memorial Hall Board of Trustees 2001 - 2005

Chairman Zoning Committee 2000 - 2002

Chairman Operations Committee 1999 - 2002

MILITARY:

United States Navy 1965 - 1969 (Viet Nam era)

Petty Officer Second Class (E5) - Electronic Warfare Technician

VETERAN'S ORGANIZATION

American Legion Post 864, Rockford, Illinois

COMUNICATIONS

Cell: 815 -218-6913 E-mail 1: sonator@msn.com,



Executive Summary

Date: March 23, 2023

From: County Board Chairman Joseph V. Chiarelli

Topic: **Board Appointment**

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

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

Recommendation: County Board Chairman Joseph V. Chiarelli recommends the following person(s) to serve as County appointee.

John Donahue of Roscoe, Illinois, to serve a 3-year term from April 2023-April 2026 on the Harlem-Roscoe Fire Protection District Board.

Harlem-Roscoe Fire Protection District	
<i>Location:</i>	10544 Main Street, Roscoe, IL 61073 Patrick Trollop, Fire Chief 815-623-7867
<i>Service Description:</i>	Provide fire emergency, medical, and other life safety services to residents of Roscoe, Machesney Park and unincorporated area.
<i>Board Composition:</i>	Three (3) trustees appointed by the Winnebago County Board Chairman with the advice and consent of the County Board. Must reside in District.
<i>Bond:</i>	\$2,000
<i>Attorney:</i>	Don Larson
<i>Compensation:</i>	Not to exceed \$1,500 per year, plus 50% if ambulance service.
<i>Meetings:</i>	4 th Monday of the month, 4 pm
<i>Origin of Entity:</i>	Fire Protection District Act (70 ILCS 705/1)
<i>Property Tax/Funding:</i>	District levies on annual property tax, changes for services and replacement tax
<i>Consolidation/Dissolution Plans:</i>	<i>If applicable</i>



HARLEM-ROSCOE FIRE PROTECTION DISTRICT

P.O. BOX 450 * ROSCOE, ILLINOIS 61073-0450
Administration # (815) 623-7867 Fax # (815) 623-8831

Patrick Trollop
Fire Chief

March 2nd, 2023

Chairman Joseph Chiarelli
404 Elm Street
Room 504
Rockford, IL 61101

Ref: Fire District Board Appointment

Dear Chairman Chiarelli,

Mr. John Donahue's appointment to our Fire District Board is due to expire on April 30th, 2023. Mr. Donahue has been a proactive trustee for the district over the past 13 years and has expressed a strong desire to be reappointed. Over the past 13 years, Mr. Donahue has been active in obtaining continuing education to serve the district in the trustee position to the best of his ability. He continues to show a commitment to the district. With his continuous support and dedication he assists the district in achieving its goals. His background in business is also an indication of his approach to the district. He is an open minded individual. His commitment to the district is both ensuring fiscal responsibility as well as to assure that Harlem-Roscoe Fire provides the best service possible. Our board has a history of transparency, which I strongly believe is the foundation of our success. This is evident with the support we receive from not only the members but also the members of the communities we serve as well. I would appreciate your support and recommendation to reappoint him to another three-year term to our board of trustees so that we may continue to build upon our goals and commitment to the district. An individual who shows this type of support and commitment to the position of trustee, allows us to remain a proactive district in emergency services. I thank you for your consideration and quick attention to my request. I ask, should you have any questions please do not hesitate to call me, and I look forward to working with you in the near and long term future.

Respectfully,

A handwritten signature in black ink, appearing to be 'P. Trollop', written over a horizontal line.

Patrick Trollop
Fire Chief

"A Progressive Fire Department providing a Professional level of service."

John Donahue
7059 Hawthorne Ridge Drive
Roscoe, Illinois 61073
(815) 988-1200

March 2, 2023

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

Re: Re-appointment as Trustee of the Harlem-Roscoe Fire Protection District

Dear Chairman Chiarelli:

I am very much interested in being re-appointed as Trustee for the Harlem-Roscoe Fire Protection District. I have found my time thus far as a Trustee very rewarding and worthwhile. I would truly appreciate your consideration of my credentials continue in this very important role.

I am currently semi-retired but continue to work part-time as the Director of Government Affairs for the North Park Public Water District where I have been for the past 18 years. I believe my involvement with both agencies has been mutually beneficial and provide each with a unique opportunity to work more closely together as we have many commonalities. In addition, I have always had a passion for the fire service industry both as an EMT working with the Plainfield Fire Department and now with the Harlem-Roscoe Fire Protection District.

Professional Information:

North Park Public Water District – Chief Executive Officer	2005 – Current
City of Geneva, Geneva, Illinois – Supt. of Water and Wastewater	1987 – 2005
Village of Plainfield, Plainfield, Illinois – Chief Operator	1980 – 1987

I have also and worked to lobby both the U.S. Congress and Illinois General Assembly on drinking water issues that have benefited the entire Rockford region. This professional experience was capped by being requested to twice testify before a U.S. Congressional Committee on the environmental impacts of nutrient runoff to rivers, lakes and streams and the need to replace valuable water and wastewater infrastructure on public water supplies, which I did in 2015 and 2016.

Fire Service Experience:

1978 – 1988 Plainfield Fire Protection District – President of Ambulance Association &
Deputy Chief of Ambulance Department
Certified Emergency Medical Technician (EMT)
Certified Emergency Rescue Technician (ERT)

1988 – 2005 Geneva Fire Department - Water Supply Officer

2010 – 2011 Harlem-Roscoe Fire District - President of the Firefighters Pension Fund

2011 –
Present Harlem-Roscoe Fire District – Secretary of the Board of Trustees

Personal Information:

I am married to Debbie (just celebrating our 41st anniversary). We have two adult children and three grandchildren.

I believe my management experience as well as my team-building experience with my volunteer positions provides me with the necessary qualifications to help the Harlem Roscoe Fire Protection District continue to be the outstanding organization it currently is.

If selected, I will serve the residents of the Harlem Roscoe Fire Protection District to the very best of my ability without prejudice.

Please let me know if you require any additional information by contacting me at (815) 988-1200.

Very truly yours,



John Donahue

Cc: Patrick Trollop, Chief



Executive Summary

Date: March 23, 2023

From: County Board Chairman Joseph V. Chiarelli

Topic: **Board Appointment**

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

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

Recommendation: County Board Chairman Joseph V. Chiarelli recommends the following person to serve as County appointee.

Deborah Nelson of Rockton, Illinois to serve a 5-year term from May 2023 to May 2028 on the North Park Public Water District Board.

North Park Water District	
<i>Location:</i>	1350 Turret Drive, Machesney Park, IL
<i>Service Description:</i>	Provide water to a population of 33,000 and serves over 12,000 households and businesses in the Machesney Park, Roscoe, and Loves Park area
<i>Board Composition:</i>	Seven members that must reside in the District are appointed by the Winnebago County Board Chairman with the advice and consent of the County Board
<i>Compensation:</i>	Not to exceed \$1200 per year
<i>Bond:</i>	\$3,000
<i>Attorney:</i>	Robert Fredrickson, Reno & Zahm LLP
<i>Meetings:</i>	4 th Wednesday of the month
<i>Origin of Entity:</i>	Public Corporation chartered on May 9, 1955 organized under 70 ILCS 3705/ Public Water District Act.
<i>Property Tax/Funding:</i>	Revenue from charges for service for water
<i>Consolidation/ Dissolution Plans:</i>	<i>If applicable</i>



Board of Trustees

James Hall, Chairman	Keli Freedlund
Deborah Nelson, V. Chairman	Brett Hruby
Carol Lamb	Josh Aurand
Todd Scott	

Kelly Saunders, Chief Executive Officer

January 26, 2023

Mr. Joseph Chiarelli, Chairman
Attn. Karen Elyea
404 Elm Street Room 533
Rockford, IL 61101

RE: North Park Public Water District Board Trustee Reappointment – Deborah Nelson

Dear Chairman Chiarelli,

The Board of Trustees of the North Park Public Water District respectfully requests your consideration in the reappointment of Trustee Deborah Nelson.

Trustee Nelson has been a very active board member since 1993. In addition to her involvement with the District, she was an active Board member with the Harlem School District Scholarship Foundation, the Golden Apple Foundation, and the Fan's Club. Ms. Nelson has served in numerous local civic activities in Loves Park and Machesney Park and recently retired from the A.W. Anderson Insurance Agency as its Vice-President.

As a crucial part of our Board of Trustees, I believe Trustee Nelson's participation and insight have assisted us in becoming the respected leader in the water industry that we are today.

Thank you for your consideration on this matter.

Sincerely,

James Hall, Chairman
North Park Public Water District
Board of Trustees

CC:

Robert A. Fredrickson, Esq. – District Attorney
Kelly Saunders, CEO

DEBORAH L. (DAHLSTRAND) NELSON
5334 Sunbird Drive
Loves Park, IL 61111

- Personal: Born in Rockford and resident of Loves Park since 1952
Married to husband, Roger T. Nelson for 49 years
Daughter Julie Donar is a civil engineer in San Diego, CA
Son, Bryce Nelson Loves Park, is a pilot for American Airlines
Five Grandchildren
- Education: Graduated from Harlem High School in 1968
Attended University of Illinois
Attended Rock Valley College
Various Insurance Courses including CIC Designation
And CPCU Courses
- Occupation: 1968 to 2016 – A.W. Anderson Agency, Inc
Agency Principal, Vice President & Corp Secretary
Insurance Sales
2016 to present - retired
- Professional Designation: Certified Insurance Counselor (CIC)
- Memberships: Past Board of Directors A. W. Anderson Agency, Inc
Member and Past Treasurer Grace Lutheran Church
Past Member and Past President of Professional Independent
Insurance Agents of Greater Rockford
Past President of Harlem Fans Club (1992 -2002)
Member Harlem Alumni Association
Trustee North Park Water District (1993 to Present)
President Harlem Scholarship Foundation
- Community Involvement: Past Co-Chairman of Annual Harlem Alumni Golf Play Day
Past Chairman of Annual Harlem Fans Club Dinner Auction
Co-Chairman of 1989 Harlem School District
Education Fund Referendum
Co-Chairman of two capital fund drives at Grace Lutheran Church
Chairman of the Harlem District 90th Anniversary Committee
Member of Harlem 1999-2000 Strategic Planning Committee
Volunteer for Several Local Political Campaigns
Board Member and President of Harlem Scholarship Foundation
Since 2004
Past Volunteer for Golden Apple Foundation

Reports of Standing Committees

FINANCE COMMITTEE



Resolution Executive Summary

Prepared By: Lafakeria S. Vaughn
Committee: Finance Committee
Committee Date: March 16, 2023
Resolution Title: Resolution Authorizing Execution of Participation Agreements in National Opioid Settlements For CVS, Walgreens, Walmart, Teva and Allergan
County Code: Not Applicable
Board Meeting Date: March 23, 2023

Budget Information

Budgeted? NO	Amount Budgeted?	N/A
If not, originally budgeted, explain the funding source? N/A		
If ARPA or CIP funded, original amount requested? N/A		
Actual Amount? N/A		
Over or Under approved amount? N/A By: N/A		
If ARPA funded, was it approved by Baker Tilly? N/A		
ORG/OBJ/Project Codes: N/A Descriptor: N/A		

Background Information: The County of Winnebago, Illinois is represented by the National Prescription Opioids Litigation Consortium (National Consortium) and the National Consortium is recommending participation in five (5) new settlement proposals for CVS, Walgreens, Walmart, Teva and Allergan.

Recommendation: Staff concurs

Legal Review: Legal review conducted by the State's Attorney's Office

Follow-Up: On behalf of the County, the Winnebago County Board Chairman will execute the participation agreements by the deadline of April 18, 2023.

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

2023 CR _____

SUBMITTED BY: FINANCE COMMITTEE

SPONSORED BY: JOHN BUTITTA

**RESOLUTION AUTHORIZING EXECUTION OF PARTICIPATION AGREEMENTS
IN NATIONAL OPIOID SETTLEMENTS FOR CVS, WALGREENS, WALMART,
TEVA AND ALLERGAN**

WHEREAS, the County of Winnebago, Illinois (County) is represented by the National Prescription Opioids Litigation Consortium (National Consortium) and the National Consortium is recommending participation in five (5) new settlement proposals for CVS, Walgreens, Walmart, Teva and Allergan; and

WHEREAS, upon recommendation of the National Consortium, the Finance Committee of the County Board of the County of Winnebago, Illinois recommends that the County execute the participation agreements in national opioid settlements for CVS, Walgreens, Walmart, Teva and Allergan.

NOW, THEREFORE BE IT RESOLVED, by the County Board of the County of Winnebago, Illinois that Joseph V. Chiarelli, the Winnebago County Board Chairman, is authorized and directed to, on behalf of the County of Winnebago, Illinois to execute the participation agreements for CVS, Walgreens, Walmart, Teva and Allergan.

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

Respectfully Submitted,
FINANCE COMMITTEE

AGREE

DISAGREE

JOHN BUTITTA, CHAIRMAN

JOHN BUTITTA, CHAIRMAN

JAIME SALGADO, VICE CHAIRMAN

JAIME SALGADO, VICE CHAIRMAN

JEAN CROSBY

JEAN CROSBY

JOE HOFFMAN

JOE HOFFMAN

KEITH McDONALD

KEITH McDONALD

JOHN F. SWEENEY

JOHN F. SWEENEY

MICHAEL THOMPSON

MICHAEL THOMPSON

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

ATTESTED BY:

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

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



Ordinance Executive Summary

Prepared By: David J. Rickert

Committee: Finance Committee

Committee Date: March 16, 2023

Ordinance Title: Ordinance for a Budget Amendment for Transfers from General Fund and PSST Funds for Capital Improvement Projects

County Code: Not Applicable

Board Meeting Date: March 23, 2023

Budget Information:

Was item budgeted?	No	Appropriation Amount:	\$0
If not, explain funding source: General Fund and PSST Fund Balances			
ORG/OBJ/Project Code: Various see attached detail			
FY2023 Budget Impact: \$3,390,180			

Background Information: The Winnebago County Administration is requesting a budget amendment to transfer funds from the General Fund reserves and PSST reserves to support various County capital projects. The funding will remain available in the Capital Projects Fund for projects as they are approved by the County Board. County Administration team regularly reviews the approved project status and available funds.

Recommendation: Staff Concurs

Contract/Agreement: Not Applicable

Legal Review: Not Applicable

Follow-Up: Not Applicable

2023 Fiscal Year

Finance: March 16, 2023

Lay Over: March 23, 2023

Sponsored by:

Final Vote: April 13, 2023

John Butitta, Finance Committee Chairman

2023 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, 2023 and recommends its adoption.

Ordinance for a Budget Amendment Transfers from General Fund and PSST Funds for Capital Improvement Projects

WHEREAS, various County departments have need for capital and building improvements and the General Fund and Public Safety Sales Tax Fund have existing fund balances that may be used to fund these projects; and,

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 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 **#23-017 Transfers for Capital Improvement Projects**.

Respectfully Submitted,
FINANCE COMMITTEE

AGREE

DISAGREE

JOHN BUTITTA, CHAIR

JOHN BUTITTA, CHAIR

JAIME SALGADO, VICE CHAIR

JAIME SALGADO, VICE CHAIR

JEAN CROSBY

JEAN CROSBY

JOE HOFFMAN

JOE HOFFMAN

KEITH McDONALD

KEITH McDONALD

JOHN F. SWEENEY

JOHN F. SWEENEY

MICHAEL THOMPSON

MICHAEL THOMPSON

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

ATTESTED BY:

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

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

2023
WINNEBAGO COUNTY
FINANCE COMMITTEE
REQUEST FOR BUDGET AMENDMENT

DATE SUBMITTED:		3/9/2023		AMENDMENT NO: 23-017	
DEPARTMENT:		Administration		SUBMITTED BY: D. Rickert	
		0001 General Fund		13500 Misc County	
		0101 PSST Fund		40100 PSST Non-Departmental	
FUND#:		0743 Capital Projects Fund		DEPT. BUDGET NO. 82200 Capital Projects	

Department Org Number	Object (Account) Number	Project Number	Object (Account) Description	Adopted Budget	Amendments Previously Approved	Revised Approved Budget	Increase (Decrease)	Revised Budget after Approved Budget Amendment
Expenditures								
13500	49110		Transfer to Other Funds (General)	\$5,337,000	\$54,000	\$5,391,000	\$654,000	\$6,045,000
40100	49110		Transfer to Other Funds (PSST)	\$5,566,749	\$216,064	\$5,782,813	\$2,736,180	\$8,518,993
82200	43167		Software Subscription	\$2,100,000	\$0	\$2,100,000	(\$2,100,000)	\$0
82200	46310		Capital Projects Land Improvements	\$260,000	\$0	\$260,000	\$300,000	\$560,000
82200	46320		Capital Projects Building Improvements	\$0	\$0	\$0	\$3,680,500	\$3,680,500
82200	46410		Capital Projects Automobiles	\$33,956	\$54,000	\$87,956	\$1,357,680	\$1,445,636
82200	46430		Capital Projects Equipment	\$339,640	\$216,064	\$555,704	\$152,000	\$707,704
Revenue								
82200	39110		Transfer from Other Funds (CIP)	(\$2,100,000)	(\$270,064)	(\$2,370,064)	(\$3,390,180)	(\$5,760,244)
TOTAL ADJUSTMENT:							\$3,390,180	
Reason budget amendment is required:								
This budget amendment will establish a funding source for 2023 CIP project requests. Recommended funding sources will be the General Fund reserves and PSST reserves.								
Potential alternatives to budget amendment:								
None								
Impact to fiscal year 2023 budget:								
\$ 3,390,180								
Revenue Source:								
General Fund and PSST reserve balances								

General Fund Capital Budget Request 2023					Is this request for Capital Infrastructure?	Rank
Fund	ORG	Item Requested	Cost	Purpose		
0001	Admin	Replace HVAC CPU's are no longer supported (Obsolete)	50,000	The CPU's are 21 years old. There are multiple in the Administration Building that need to be replaced	Yes	19
0001	Admin	Replace Carpet	60,000	The Administration Buildings carpet is 19 years old	Yes	26
0001	Admin	1 New Trucks	54,000	Replace truck	No	16
0001	Admin	1 New Trucks	56,000	Replace truck	No	16
0001	River Bluff	Replace Heating Coils	45,000		Yes	20
0001	River Bluff	Replace Cooling Coils	45,000		Yes	15
0001	River Bluff	Add HVAC Control to Air handlers	85,000		Yes	8
0001	River Bluff	Replace 1998 John Deere Tractor with attachments mower deck/ bucket/ hood guard/ canopy/ turf tires	52,000	Mowing and Snow Removal	No	
0001	River Bluff	Replace pneumatic room thermostats with electronic	75,000		Yes	14
0001	River Bluff	Replace humidifiers	35,000		Yes	24
0001	River Bluff	Replace Sheet Pans on Air Handlers	75,000		Yes	13
0001	River Bluff	Repair Underground Collapsed Ducts E 1hall 402 to 407	40,000	Abate Asbestos Tile and Mastic. Cut into Floors, Replace Collapsed Duct Work	Yes	10
0001	River Bluff	Reroof Patio A/B gazebo	30,000		Yes	25
0001	Supervisor of Assessments	ADA Complaint Automatic Door Opener	3,000	Employee and Taxpayer accessibility	Yes	
0001	Supervisor of Assessments	Security Badge Access employee entrance doors x 2	3,000	Improve Office security and ease of employee access	No	

General Fund CIP 2023	\$	708,000	
Already Funded		<u>54,000</u>	Truck for Admin
General Fund CIP 2023 Request	\$	654,000	

Public Safety Sales Tax Capital Budget Request 2023					Is this request for Capital Infrastructure?	Rank
Fund	ORG	Item Requested	Cost	Purpose		
0101	Circuit Clerk	(200) Fujitsu fi-8170 Document Scanners	216,064	Circuit Clerk is looking to replace approximately 200 document scanners that were put into place FY2009.	No	
0101	Circuit Court	Jury box construction	40,000	Increase courtroom functionality Pretrial Fairness Act Operational Changes	Yes	6
0101	CJC	Replace HVAC CPU's are no longer supported (Obsolete)	80,000	The CJC CPU's are the same era as the rest of the County Buildings. There are multiple located through out the CJC and the jail that need to be replaced	Yes	21
0101	CJC	Chiller Rebuild	95,000	CJC chillers located in the power plant are 15 years old.	Yes	30
0101	CJC	Replace Carpet and Flooring	55,000	The carpet is just worn from all the traffic	Yes	28
0101	CJC	Obsolete Elevator Brakes	60,000	Elevator 1 will need to budget the rest one or two each year	Yes	5
0101	Coroner	Coroner Vehicles X 3	200,000	Selling current vehicles and moving around other vehicles to add one to the fleet for deputies	No	1
0101	Coroner	Duty/ Morgue equipment	100,000	*The items in this category have changed. After much research and discussion, fire protection gear is off the table. We are in more desperate need of stainless steel morgue tables and also the replacement of our outdated, inadequate and dangerous manual body cots. We are also in need of a body lift and rack system in the amount of 15K. Currently, there is no power body lift in our morgue. We have an archaic wooden structure with a ratcheted manual winch. Additionally, I am waiting to hear back from a grant that I applied for that would cover the Surface Pro's, but I won't hear the outcome of that until mid-January. So that funding is not guaranteed.	No	2
0101	Courthouse	Replace HVAC CPU's	50,000	The CPU's are 21 years old. There are multiple located through out the Courthouse that need to be replaced	Yes	17
0101	Courthouse	Replace Carpet	90,000	Some of the carpet in the Courthouse is 21 years old. Other carpet is just worn from all the traffic	Yes	27
0101	Courthouse	Elevator Controllers are no longer supported (Obsolete)	850,000	All 3 Courthouse Elevator controls will need to be replaced. Parts or computer boards are no longer available. Will become a safety issue soon.	Yes	1
0101	Courthouse	Replace Fire Panel may have to replace devices	50,000	The Courthouse Fire Panel is 20 years old. It is an addressable fire panel that is no longer supported for repairs and upgrades.	Yes	7
0101	JJC	Replace HVAC CPU's are no longer supported (Obsolete)	50,000		Yes	22
0101	JJC	Repave North Lot	150,000		Yes	11
0101	JJC	Repave South Lot	150,000		Yes	12
0101	JJC	Replace Roof	100,000		Yes	31

Public Safety Sales Tax Capital Budget Request 2023					Is this request for Capital Infrastructure?	Rank
Fund	ORG	Item Requested	Cost	Purpose		
0101	Juvenile Det.	Replace Boilers	200,000	Reached their end of life	Yes	6
0101	Juvenile Det.	Hot Water Heater and Storage Tanks	45,000	Reached their end of life and bottoms are rotting out	Yes	1
0101	Juvenile Det.	Showers Tile and Grout	50,000	Showers tiles are coming loose and grout is missing. Safety issue. Pieces can be used as a weapon	Yes	4
0101	Juvenile Det.	Painting	60,000	Paint is chipping and peeling in the gym and other areas in the facility	Yes	5
0101	Juvenile Det.	Masonry Replacement/Demo	75,000	Exterior walls for fenced in security areas continue to deteriorate. Will continue to add to CIP in following years	Yes	3
0101	Juvenile Det.	Parking Lot and Exterior Lights to LED	8,500	Lighting continues to fail. Converting to LED lighting will increase lighting, safety and save energy	Yes	2
0101	Juvenile Det.	Replace HVAC CPU's are no longer supported (Obsolete)	50,000		Yes	23
0101	Old Courthouse	Elevator Controllers are no longer supported (Obsolete)	550,000	All 3 Old Courthouse Elevator controls will need to be replaced. Parts or computer boards are no longer available. Will become a safety issue soon.	Yes	2
0101	Old Courthouse	Replace HVAC CPU's	30,000	The CPU's are 21 years old. There are multiple located through out the Old Courthouse that need to be replaced	Yes	18
0101	Sheriff	Replace four (4) detective squad cars (unmarked)	157,680	Replace and outfit 4 Detective unmarked Vehicles.	No	2
0101	Sheriff	6 New Patrol vehicles (\$60,000.00 per unit which includes equipment)	360,000	Replace 6 vehicles each year to replace aging vehicles. Instead of replacing the whole patrol fleet at one time.	No	1
0101	Sheriff	9 New CDU patrol cars	640,000	Replace 9 CDU patrol cars	No	3
0101	Adult Probation	Replace HVAC CPU's are no longer supported (Obsolete)	50,000		Yes	9
0101	Adult Probation	Replace Fire Panel will have to replace devices	95,000		Yes	3
0101	Adult Probation	Replace RTU	100,000		Yes	4
0101	Adult Probation	Replace Carpet and Flooring	45,000		Yes	29
0101	Adult Probation	Replace Roof Add More Roof Drains	200,000		Yes	27

Total Request from Public

Safety Sales Tax \$ 5,052,244

Already Funded (216,064) Circuit Clerk Scanners

Funds Already Budgeted \$ (2,100,000)

Net Request from PSST \$ 2,736,180

General Fund

2022 Year End Fund Balance		\$	55,953,000	Excess Reserve	Fully Funding Capital Requests	Remaining Excess Reserve
Reserve (1)	25%	\$	16,974,500	\$ 38,978,500	\$ 654,000	\$ 38,324,500
Reserve (1)	30%	\$	20,369,400	\$ 35,583,600	\$ 654,000	\$ 34,929,600
Reserve (1)	35%	\$	23,764,300	\$ 32,188,700	\$ 654,000	\$ 31,534,700
Reserve (1)	40%	\$	27,159,200	\$ 28,793,800	\$ 654,000	\$ 28,139,800

1) \$4,222,000 debt service added to expenditures

Public Safety Sales Tax

2022 Year End Fund Balance (1)		\$	13,163,936	Excess Reserve	Fully Funding Capital Requests (3)	Remaining Excess Reserve
Reserve (2)	25%	\$	9,309,750	\$ 3,854,186	\$ 2,736,180	\$ 1,118,006
Reserve (2)	30%	\$	11,171,700	\$ 1,992,236	\$ 2,736,180	\$ (743,944)
Reserve (2)	35%	\$	13,033,650	\$ 130,286	\$ 2,736,180	\$ (2,605,894)
Reserve (2)	40%	\$	14,895,600	\$ (1,731,664)	\$ 2,736,180	\$ (4,467,844)

Adjustments to Public Safety Sales Tax:

- 1) \$4,000,000 payment to reduce bond debt deducted to fund balance
- 2) \$5,567,000 debt service added to expenditures
- 3) \$2,100,000 is already budgeted from PSST for capital expenditures

Additional Requests:	Item	Amount	Recommendation
States Attorney	Software	\$ 1,100,000	PFA Fund
Public Defender	Software	\$ 500,000	PFA Fund
River Bluff Nursing Home	Various	\$ 2,500,000	CIP 2024
		<u>\$ 4,100,000</u>	

OPERATIONS & ADMINISTRATIVE COMMITTEE



Resolution Executive Summary

Prepared By: Purchasing Department
Committee Name: Operations and Administrative Committee
Committee Date: March 16, 2023
Board Date: March 23, 2023
Resolution Title: Resolution Awarding Bid for Joint Seal Coating Services

Budget Information

Budgeted? YES	Amount Budgeted?
If not, originally budgeted, explain the funding source? N/A	
ORG/OBJ/Project Codes: Multiple by Location - 43730 Descriptor: Building Maintenance	

Background Information:

Many Winnebago County owned facilities lots require seal coating services, which consists of cleaning, crack filing, sealing and striping of pavement for parking lots, roadways, paths and other surfaces.

The Rockford Park District and the County of Winnebago requirements were jointly included in the annual RPD Bid #23-2297 for Joint Purchasing Seal Coating Services. See Resolution Exhibit A Bid Tab for specifics.

The lowest responsible Bidder offers the seal coat pricing of rubber crack fill at \$.56 per linear foot. Last year's Bid was \$.60 per linear foot.

Recommended By:

Shawn Franks, Facilities Engineer, recommends awarding the project to SKC Construction, Inc.

Contract/Agreement Information:

The agreement is for one year.

Follow-Up Steps:

Facilities Maintenance will work with the successful vendor on the annual service. Facilities Maintenance will inspect lots before, during and after seal coat has been applied prior to approving vendor invoices.

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

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

2023 CR

RESOLUTION AWARDING BID FOR JOINT SEAL COATING SERVICES

WHEREAS, the Code of Ordinances for the County of Winnebago, Illinois, provides as in Section 2-357 (b) (1), Conditions for use. All procurements whose value equals or exceeds the competitive bidding threshold of \$25,000.00 shall be awarded by competitive sealed bidding in accordance with this section except as otherwise provided in 2-357(c) (Request for Proposals), 2-357(d) (Professional Services), 2-357(e) (Sole-Source), 2-357(f) (Emergency Procurements), 2-357(g) (Cooperative Joint Purchasing) or as provided by State statute; and,

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

WHEREAS, the County participated in joint solicitation with the Rockford Park District's Invitation for Bid # 23-2297 for Joint Purchasing of Seal Coating Services; and,

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

SKC CONSTRUCTION, INC.
PO BOX 503
DUNDEE, ILLINOIS 60118
(See Bid Tab for Pricing - Resolution Exhibit A)

NOW, THEREFORE, BE IT RESOLVED, that the County Board of the County of Winnebago, Illinois that the County Board Chairman is authorized to execute a contract award, on behalf of the County of Winnebago, with SKC CONSTRUCTION INC., PO BOX 503, DUNDEE, ILLINOIS, 60118.

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

Respectfully Submitted,
OPERATIONS AND ADMINISTRATIVE COMMITTEE

AGREE

DISAGREE

KEITH McDONALD, CHAIR

KEITH McDONALD, CHAIR

VALERIE HANSERD, VICE CHAIR

VALERIE HANSERD, VICE CHAIR

PAUL ARENA

PAUL ARENA

JOHN BUTITTA

JOHN BUTITTA

JOE HOFFMAN

JOE HOFFMAN

JAIME SALGADO

JAIME SALGADO

MICHAEL THOMPSON

MICHAEL THOMPSON

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

ATTESTED BY:

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

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

Rockford Park District - Bid 23-2297

RESOLUTION EXHIBIT A

BID TAB

<div>Summary</div> <div>Bid No. 23-2297</div> <div>2023 Joint Purchase of Seal Coating Services</div> <div>at Various Rockford Park District and</div> <div>Winnebago County Locations</div> <div>Opening: Wed., 2/1/23, 2:00 p.m.</div>	<div>SKC Construction Inc.</div> <div>Jeffrey K. Bergquist</div> <div>PO Box 503</div> <div>Dundee, IL 60118</div> <div>(847) 214-9800</div> <div>jbergquist@skcconstruction.net</div>		<div>Ideal-Seal Asphalt Maintenance</div> <div>Kelly McConkey</div> <div>546 Colchester Dr.</div> <div>Oswego, IL 60543</div> <div>(331) 333-4056</div> <div>scheduling@ideal-seal.com</div>		<div>Hastings Asphalt Service</div> <div>Frankie Hastings</div> <div>PO Box 87</div> <div>Harvard, IL 60033</div> <div>(815) 648-9099</div> <div>frankie@hastingsasphaltservices.com</div>	
Winnebago County Asphalt Seal Coating Base Bid	Unit Price	Total	Unit Price	Total	Unit Price	Total
1. Hot Rubber Crack Fill, 2,500 LF	\$0.56	\$1,400.00	\$0.86	\$2,150.00	\$0.60	\$1,500.00
2. Hot Rubber Crack Fill, 5,000 LF	\$0.56	\$2,800.00	\$0.86	\$4,300.00	\$0.60	\$3,000.00
3. Seal Coat – First Coat Squeegee, 50,000 SF	\$0.13	\$6,500.00	\$0.19	\$9,500.00	\$0.15	\$7,500.00
4. Seal Coat – First Coat Squeegee, 150,000 SF	\$0.13	\$19,500.00	\$0.19	\$28,500.00	\$0.15	\$22,500.00
5. Seal Coat – Second Coat Spray, 50,000 SF	\$0.10	\$5,000.00	\$0.16	\$8,000.00	\$0.10	\$5,000.00
6. Seal Coat – Second Coat Spray 150,000 SF	\$0.10	\$15,000.00	\$0.16	\$24,000.00	\$0.10	\$15,000.00
7. Parking Stall Single Line Striping, 100 priced per stall	\$15.00	\$1,500.00	\$4.00	\$400.00	\$7.50	\$750.00
8. Parking Stall Single Line Striping, 250 priced per stall	\$15.00	\$3,750.00	\$4.00	\$1,000.00	\$7.50	\$1,875.00
9. Stripe Solid Single Center Line, 500 LF	\$0.98	\$490.00	\$0.25	\$125.00	\$0.60	\$300.00
10. Stripe ADA Stall and Access Isle, 1 priced per stall	\$48.00	\$48.00	\$25.00	\$25.00	\$50.00	\$50.00
11. ADA Sign and Post, 1 priced per sign	\$250.00	\$250.00	\$300.00	\$300.00	\$350.00	\$350.00
Total:	\$56,238.00		\$78,300.00		\$57,825.00	
Can meet completion date of October 9, 2023 for all locations?	Yes		Yes		Yes	
Statement of Warranty / Guarantee:	Material and workmanship		Sealcoating, crack sealing and line striping carries a 1 Year limited warranty. This warranty does not cover damage due to sprinkler systems left on during or after installation, tire marks, weather related damage (rain, wind, etc.) & people or animals walking across wet sealcoat or paint.		Hastings guarantees all materials and workmanship except that is applied to cracks for a period of 1 year from date of service.	
Addendum(s) acknowledged?	1 to 2		1 to 2		1 to 2	
References Provided?	Yes		Yes		Yes	



Resolution Executive Summary

Prepared By: Purchasing Department
Committee Name: Operations and Administrative Committee
Committee Date: March 16, 2023
Board Date: March 23, 2023
Resolution Title: Resolution Awarding Agreement for Office Supplies

Budget Information

Budgeted? YES	Amount Budgeted? By each department
If not, originally budgeted, explain the funding source?	
ORG/OBJ/Project Codes: Miscellaneous - 42110	Descriptor: Office Supplies

Background Information:

The County is currently using an end of term 5-year contract with OfficePro (previously known as Mid-City). OfficePro has maintained the last renewal price agreement. National statistics report that in 2022 consumers saw an average 8% price increase in general office supplies, as well as, a price increase of about 5% in the cost of paper. OfficePro offered the County an OMNIA Cooperative Agreement, which guarantees the lowest pricing on the top 200 items ordered by County departments. As a co-op participant, the County will have immediate access to the largest portfolio of competitively solicited and publicly-awarded cooperative purchasing contracts.

Recommended By:

The Purchasing Department recommends, as allowable per Sec. 2-327 of the County Purchasing Ordinance, the approval of OMNIA Cooperative Agreement with OfficePro.

Follow-Up Steps:

The Purchasing Department will continue to work with OfficePro. OfficePro will prepare and facilitate access to the OMNIA website, issue individual credentials for access and train County department staff members.

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

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

2023 CR

RESOLUTION AWARDING AGREEMENT FOR OFFICE SUPPLIES

WHEREAS, the Code of Ordinances for the County of Winnebago, Illinois, provides as in Section 2-357 (b) (1), Conditions for use. All procurements whose value equals or exceeds the competitive bidding threshold of \$25,000.00 shall be awarded by competitive sealed bidding in accordance with this section except as otherwise provided in 2-357(c) (Request for Proposals), 2-357(d) (Professional Services), 2-357(e) (Sole-Source), 2-357(f) (Emergency Procurements), 2-357(g) (Cooperative Joint Purchasing) or as provided by State statute; and,

WHEREAS, various County of Winnebago owned facilities need office supplies; and,

WHEREAS, the pricing of supplies has been rapidly increasing in the market and suppliers in the marketplace cannot hold their pricing; and,

WHEREAS, the County's current supplier OfficePro is offering a Cooperative Purchasing Contract through OMNIA Partners with guaranteed best pricing on the top 200 items ordered by the County; and,

WHEREAS, the Operations and Administrative Committee recommends approval of the cooperative contract with OfficePro; and,

NOW, THEREFORE, BE IT RESOLVED, that the County Board of the County of Winnebago, Illinois that the County Board Chairman is authorized to execute a contract award, on behalf of the County of Winnebago, with OFFICEPRO, 1810 SUTLER AVENUE, BELOIT, WISCONSIN, 53511.

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, Board Office, Finance Director and County Auditor.

Respectfully Submitted,
OPERATIONS AND ADMINISTRATIVE COMMITTEE

AGREE

DISAGREE

KEITH McDONALD, CHAIR

KEITH McDONALD, CHAIR

VALERIE HANSERD, VICE CHAIR

VALERIE HANSERD, VICE CHAIR

PAUL ARENA

PAUL ARENA

JOHN BUTITTA

JOHN BUTITTA

JOE HOFFMAN

JOE HOFFMAN

JAIME SALGADO

JAIME SALGADO

MICHAEL THOMPSON

MICHAEL THOMPSON

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

ATTESTED BY:

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

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



Resolution Executive Summary

For ARPA or CIP Projects

Prepared By: Purchasing Department for Coroner's Office
Committee Name: Operations and Administrative Committee
Committee Date: March 16, 2023
Board Date: March 23, 2023
Resolution Title: Resolution to Approve Purchase of Morgue Equipment Using CIP PSST 2023 Funds

Budget Information

Budgeted? NO	Amount Budgeted? \$
If not, originally budgeted, explain the funding source? CIP PSST 2023 Funded	
If ARPA or CIP funded, original Board approved amount? \$100,000	
Over or Under approved amount? UNDER By: \$14,421	
Total of all items \$ Not to Exceed \$85,579	
If ARPA funded, was it approved by Baker Tilly? N/A	
ORG/OBJ/Project Codes: 82200 - 42117 Descriptor: Non-Capital Computer Equipment 82200 – 42112 Non-Capital Equipment	

Background Information:

The Winnebago County Coroner's Office is in desperate need of replacing outdated, inadequate and dangerous equipment. The department is looking to purchase 4 mortuary cots, a body board for the cooler, a 4-tier stainless steel storage rack with casters, a crematory heavy duty lift table, an oversized black cot pouch, and six Microsoft Surface Pros. Currently, there is not a powered body hoist in the morgue. An archaic wooden structure, that needs to be manually raised, is what is presently being utilized. Updated equipment would allow the department to properly function and provide an essential level of safety to all involved.

Recommended By:

Jen Muraski, Winnebago County Coroner, obtained multiple quotes and recommends the purchase of new morgue equipment. Shipping costs for all equipment is not to exceed \$3750.00.

Follow-Up Steps:

Purchasing Department will issue County Purchase Orders to the equipment vendors.

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

Sponsored by: Keith McDonald, Committee Chairman

Submitted by: Operations and Administrative Committee

2023 CR

RESOLUTION TO APPROVE PURCHASE OF MORGUE EQUIPMENT USING CIP PSST 2023 FUNDS

WHEREAS, the Code of Ordinances for the County of Winnebago, Illinois, provides as in Section 2-357 (b) (1), Conditions for use. All procurements whose value equals or exceeds the competitive bidding threshold of \$25,000.00 shall be awarded by competitive sealed bidding in accordance with this section except as otherwise provided in 2-357(c) (Request for Proposals), 2-357(d) (Professional Services), 2-357(e) (Sole-Source), 2-357(f) (Emergency Procurements), 2-357 (g) (Cooperative Joint Purchasing) or as provided by State statute; and,

WHEREAS, the Coroner's Office is in need of purchasing several pieces of morgue equipment to replace outdated and inadequate items; and,

WHEREAS, the Operations and Administrative Committee of the County Board for the County of Winnebago, Illinois, has reviewed all of the quotes for the items, Resolution Exhibit A; and,

NOW, THEREFORE, BE IT RESOLVED, by the County Board of the County of Winnebago, Illinois that the County will issue, on behalf of the County of Winnebago, Purchase Orders with multiple vendors in the total amount not to exceed EIGHTY-FIVE THOUSAND FIVE HUNDRED AND SEVENTY-NINE DOLLARS (\$85,579.00), or other providers.

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 Chief Financial Officer, Coroner, County Administrator, Director of Purchasing, Finance Director, County Board Office and County Auditor.

Respectfully Submitted,
OPERATIONS AND ADMINISTRATIVE COMMITTEE

AGREE

DISAGREE

KEITH McDONALD, CHAIR

KEITH McDONALD, CHAIR

VALERIE HANSERD, VICE CHAIR

VALERIE HANSERD, VICE CHAIR

PAUL ARENA

PAUL ARENA

JOHN BUTITTA

JOHN BUTITTA

JOE HOFFMAN

JOE HOFFMAN

JAIME SALGADO

JAIME SALGADO

MICHAEL THOMPSON

MICHAEL THOMPSON

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

ATTESTED BY:

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

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



PO Box 17
 Wilton, CT 06897-0017
 Toll-Free: 1-844-MORT-MALL
 FAX: 1-844-MORT-MALL

PRICE QUOTATION

Quote Date: 2/10/2023
 Quote #: 20230210-4

Quote Prepared For Coroner Jennifer P. Muraski
 Winnebago County Coroner's Office
 403 Elm St. 2nd Floor
 Rockford, IL 61101
 815-319-4970

Qty	Item #	Description	Unit Price	Total (Qty x Price)
2.00	0032501	Ferno Model 24-miniMAXX Mortuary Cot	\$3,700.00	\$7,400.00
2.00	0032504	Ferno Model 24H-miniMAXX Mortuary Cot	\$3,800.00	\$7,600.00
PLEASE NOTE THE FOLLOWING: Because of supply chain issues, Ferno said the approx. shipping lead time for their Ferno Model 24-miniMAXX Mortuary Cots and Ferno Model 24H-miniMAXX Mortuary Cots is approx. May of 2024, which is over a year away, but it be longer.			Subtotal	\$15,000.00
			Sales Tax	NA
			Shipping	\$750.00
			Total	\$15,750.00

This price quotation is valid for 14 days after the quote date above.

**MobiMedical**

Mobimedical
1 Mauney Ct
Columbia, SC 29201-5147

Estimate

Order #	Date
INV043087	02/10/2023

**Bill To:**

Winnebago County Coroner's Office
403 Elm St., 2nd Floor
Rockford, IL 61104
Phone: 815-319-4970
Email: JMuraski@coroner.wincoil.gov

Ship To:

Coroner Jennifer P. Muraski
403 Elm St., 2nd Floor
Rockford, IL 61104

Contact: Coroner Jennifer P. Muraski

Customer: Winnebago County Coroner's Office

Sales Rep	Payment Terms	FOB Point	Carrier	Ship Service	Date Scheduled
Thomas	CIA	Origin	Will Call		02/10/2023

Item						Qty	
#	Type	Number	Description	Unit Price	Ordered	Total Price	
1	Sale	HDPE-BB-W	MOBI 1/2 INCH HDPE COOLER BODY BOARD	\$194.95	40 ea	\$ 7,798.00	
2	Shipping	Shipping	Shipping	\$511.94	1 ea	\$ 511.94	
3	Sale	Discount	Discount	\$15.00	40 ea	\$ 600.00	
Government Discount for Large Order							

Subtotal:	\$8,909.94
Sales Tax:	\$0.00
Total:	\$8,909.94
Paid:	\$0.00
Balance Due:	\$8,909.94

Approval: _____ Date: _____

February 10, 2023 3:45:32 PM EST

Page 1 of 1



"SERVICE IS EVERYTHING"

February 9, 2023

Proposal No. **TC-020923-C**

Winnebago County Coroner Office
403 Elm St 2nd Floor
Rockford, IL 61101
Jmuraski@coroner.wincoil.gov
815-319-4970

Att: **Jennifer Muraski**

Ancillary Equipment Purchase

- 1 Ten (10) Stainless Steel 4 tier storage racks with casters

Note : Sales Tax and Freight Cost to Ship Items are Additional Due at Completion

B. Pricing

1 Ten (10) Stainless Steel 4 tier storage racks with casters	Initial	\$ 21,990.00
	Initial	
2 Freight/Crating and Tax	Initial	TBD
	Subtotal:	\$ 21,990.00
	Total:	\$ 21,990.00

C. Terms

50% Due with Signed Contract to begin Manufacturing	Initial	\$ 10,995.00
50% Due + Sales Tax/ Freight Due at Completion	Initial	

Accepted by: _____

Date: _____

Tom Clayton

(Equipment as Indicated: \$ **21,990.00** + Sales Tax and Freight)

American Crematory Equip.

6601 DARRIN WAY CYPRESS, CA. 90630
OFFICE: (562) 926-2876 (800) 396-2254 FAX: (562) 926-2880
www.americancrematory.com



"SERVICE IS EVERYTHING"

February 9, 2023

Proposal No. TC-020923-B

Winnebago County Coroner Office
403 Elm St 2nd Floor
Rockford, IL 61101
Jmuraski@coroner.wincoil.gov
815-319-4970

Att: Jennifer Muraski

Ancillary Equipment Purchase

- 1 American Crematory Heavy Duty Lift Table (no scale)

Note : Sales Tax and Freight Cost to Ship Items are Additional Due at Completion

B. Pricing

1 American Crematory Heavy Duty Lift Table (no scale)	Initial	\$ 7,995.00
	Initial	
2 Freight/Crating and Tax	Initial	TBD
	Subtotal:	\$ 7,995.00
	Total:	\$ 7,995.00

C. Terms

50% Due with Signed Contract to begin Manufacturing	Initial	\$ 3,997.50
50% Due + Sales Tax/ Freight Due at Completion	Initial	

Accepted by: _____ Date: _____

Tom Clayton

(Equipment as Indicated: \$ 7,995.00 + Sales Tax and Freight)

American Crematory Equip.

6601 DARRIN WAY CYPRESS, CA. 90630
OFFICE: (562) 926-2876 (800) 396-2254 FAX: (562) 926-2880
www.americancrematory.com

**MobiMedical**

Mobimedical
1 Mauney Ct
Columbia, SC 29201-5147

Estimate

Order #	Date
INV043088	02/10/2023

**Bill To:**

Winnebago County Coroner's Office
403 Elm St., 2nd Floor
Rockford, IL 61104
Phone: 815-319-4970
Email: JMuraski@coroner.wincoil.gov

Ship To:

Coroner Jennifer P. Muraski
403 Elm St., 2nd Floor
Rockford, IL 61104

Contact: Coroner Jennifer P. Muraski

Customer: Winnebago County Coroner's Office

Sales Rep	Payment Terms	FOB Point	Carrier	Ship Service	Date Scheduled
Thomas	CIA	Origin	Will Call		02/10/2023

Item						Qty	
#	Type	Number	Description	Unit Price	Ordered	Total Price	
1	Sale	MOBI-BLKCP-OS	Oversized Black Cot Pouch w/ Zipper	\$285.00	5 ea	\$ 1,425.00	
2	Shipping	Shipping	Shipping	\$74.75	1 ea	\$ 74.75	

Subtotal:	\$1,499.75
Sales Tax:	\$0.00
Total:	\$1,499.75
Paid:	\$0.00
Balance Due:	\$1,499.75

Approval: _____ Date: _____

February 10, 2023 3:45:21 PM EST

Page 1 of 1



Thank you for choosing CDW. We have received your quote.

Hardware

Software

Services

IT Solutions

Brands

Research Hub

Review and Complete Purchase

MICHAELA BRADLEY,

Thank you for considering CDW•G for your technology needs. The details of your quote are below. **If you are an eProcurement or single sign on customer, please log into your system to access the CDW site.** You can search for your quote to retrieve and transfer back into your system for processing.

For all other customers, click below to convert your quote to an order.

Convert Quote to Order

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
NFVL769	2/10/2023	NFVL769	5336053	\$12,683.94

QUOTE DETAILS

ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
Microsoft Surface Pro 8 - 13" - Core i7 1185G7 - Evo - 16 GB RAM - 512 GB S Mfg. Part#: 8PY-00031 Contract: National IPA Technology Solutions (2018011-01)	6	6715422	\$1,674.07	\$10,044.42
Microsoft QJX-00001 Surface Pro X Keyboard - Black Mfg. Part#: QJX-00001 Contract: National IPA Technology Solutions (2018011-01)	6	5788115	\$116.26	\$697.56
Microsoft Office LTSC Standard 2021 - license - 1 PC Mfg. Part#: 021-10695 Electronic distribution - NO MEDIA Contract: National IPA Technology Solutions (2018011-01)	6	6722865	\$323.66	\$1,941.96

SUBTOTAL \$12,683.94

SHIPPING \$0.00

SALES TAX \$0.00

GRAND TOTAL **\$12,683.94**

PURCHASER BILLING INFO

Billing Address:
COUNTY OF WINNEBAGO
404 ELM ST STE 506 RM 202
ROCKFORD, IL 61101-1225
Phone: (815) 319-4444
Payment Terms: Net 30 Days-Govt State/Local

DELIVER TO

Shipping Address:
COUNTY OF WINNEBAGO
IT
404 ELM ST STE 506
ROCKFORD, IL 61101-1225
Shipping Method: UPS Ground (1- 2 day)

Please remit payments to:

CDW Government
75 Remittance Drive
Suite 1515
Chicago, IL 60675-1515



Resolution Executive Summary

For ARPA or CIP Projects

Prepared By: Purchasing Department
Committee Name: Operations and Administrative Committee
Committee Date: March 16, 2023
Board Date: March 23, 2023
Resolution Title: Resolution to Approve Purchase of Coroner Vehicles Using CIP PSST 2023 Funds

Budget Information

Budgeted? NO	Amount Budgeted? \$
If not, originally budgeted, explain the funding source? CIP PSST 2023 Funded	
If ARPA or CIP funded, original Board approved amount? \$200,000 – was the original request	
Over or Under approved amount? UNDER By: \$35,037.41	
Total of all items? \$164,962.59	
If ARPA funded, was it approved by Baker Tilly? N/A	
ORG/OBJ/Project Codes: 82200 - 46410 - 0743 Descriptor: Vehicles	

Background Information:

The Winnebago County Coroner's Office needs to replace two existing vehicles, move around others, and add one more vehicle to the fleet for deputies. The new vehicles will be two 2022 Ford Explorers and one 2023 Ford F150. The current vehicles will be sold, a 2017 Ford E-150 with 99,501 miles and a 2018 Ford Explorer with 137,923 miles. The new vehicles will also be outfitted with some special equipment such as sirens, visor lights, flashers and LED grille.

Recommended By:

Jen Muraski, Winnebago County Coroner, recommends the purchase of the three vehicles.

Follow-Up Steps:

Purchasing Department will issue County Purchase Orders for the vehicles using CIP PSST 2023 Funds.

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

Sponsored by: Keith McDonald, Committee Chairman

Submitted by: Operations and Administrative Committee

2023 CR

RESOLUTION TO APPROVE PURCHASE OF CORONER VEHICLES USING CIP PSST 2023 FUNDS

WHEREAS, the Code of Ordinances for the County of Winnebago, Illinois, provides as in Section 2-357 (b) (1), Conditions for use. All procurements whose value equals or exceeds the competitive bidding threshold of \$25,000.00 shall be awarded by competitive sealed bidding in accordance with this section except as otherwise provided in 2-357(c) (Request for Proposals), 2-357(d) (Professional Services), 2-357(e) (Sole-Source), 2-357(f) (Emergency Procurements), 2-357 (g) (Cooperative Joint Purchasing) or as provided by State statute; and,

WHEREAS, the Coroner's Office is in need of purchasing three new vehicles with equipment to replace two current vehicles and adding one to the fleet for deputies; and,

WHEREAS, the Operations and Administrative Committee of the County Board for the County of Winnebago, Illinois, has reviewed all of the quotes for the vehicles, Resolution Exhibit A, as well as, the quotes for equipment for the vehicles, Resolution Exhibit B; and,

NOW, THEREFORE, BE IT RESOLVED, by the County Board of the County of Winnebago, Illinois that the County will issue, on behalf of the County of Winnebago, Purchase Orders with HAMBLOCK FORD LINCOLN, 1800 NORTH STATE STREET, BELVIDERE, ILLINOIS, 61008 in the amount of ONE HUNDRED THOUSAND, TWO HUNDRED FIFTY-FOUR DOLLARS and THIRTY-THREE CENTS (\$100,254.33) and ROCK RIVER BLOCK, 224 NORTH ALPINE ROAD, ROCKFORD, ILLINOIS, 61107 in the amount of FORTY EIGHT THOUSAND, EIGHT HUNDRED SIXTY-TWO DOLLARS AND TWENTY-SIX CENTS (\$48,862.26) and ROCKFORD COMMUNICATIONS, 720 LORDEN COURT, ROCKFORD, ILLINOIS, 61104 in the amount of EIGHT THOUSAND SEVEN HUNDRED AND TWENTY-FIVE DOLLARS (\$8,725.00) and J & D CAR CARE, 1506 PLAINFIELD AVENUE, JANESVILLE, WISCONSIN, 53545, in the amount of SEVEN THOUSAND ONE HUNDRED AND TWENTY-ONE DOLLARS (\$7,121.00), or other providers.

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 Chief Financial Officer, Coroner, County Administrator, Facilities Engineer, Director of Purchasing, Finance Director, County Board Office and County Auditor.

Respectfully Submitted,
OPERATIONS AND ADMINISTRATIVE COMMITTEE

AGREE

DISAGREE

KEITH McDONALD, CHAIR

KEITH McDONALD, CHAIR

VALERIE HANSERD, VICE CHAIR

VALERIE HANSERD, VICE CHAIR

PAUL ARENA

PAUL ARENA

JOHN BUTITTA

JOHN BUTITTA

JOE HOFFMAN

JOE HOFFMAN

JAIME SALGADO

JAIME SALGADO

MICHAEL THOMPSON

MICHAEL THOMPSON

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

ATTESTED BY:

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

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

RESOLUTION EXHIBIT A

RETAIL BUYER'S ORDER


HAMBLOCK
FORD LINCOLN

1800 N. STATE STREET

BELVIDERE, IL 61008

TELEPHONE 815-544-2138

DATE 03/03/2023

<input type="checkbox"/>	PURCHASER LICENSE
<input type="checkbox"/>	TRANSFER LICENSE

RES. PHONE N/A	LICENSE NO N/A
BUS. PHONE N/A	DECAL NO

#1 PURCHASER'S NAME	WINNEBAGO COUNTY CORONER	DATE OF BIRTH	N/A	DRIVER'S LICENSE NO	N/A
#2 PURCHASER'S NAME		DATE OF BIRTH	N/A	DRIVER'S LICENSE NO	N/A
ADDRESS	403 ELM STREET	CITY	ROCKFORD	STATE	IL
				ZIP	61101

☒ NEW ☐ USED ☐ DEMO ☐ CAR ☐ TRUCK

YEAR 2022	MAKE FORD	MODEL EXPLORER	BODY TYPE XLT 4WD	COLOR AGATE BLACK METALLIC
SERIAL NO 1FMSK8DHXNGB69891	STOCK TL22387	MILEAGE 9	TO BE DELIVERED ON OR ABOUT 03/03/2023	
ADDITIONS OR CHANGES		EQUIPMENT <i>Government Pricing</i>		48,806.73
		N/A		N/A
		N/A		N/A
		N/A		N/A
AMOUNT OF LIEN		TOTAL		48,806.73
LIENHOLDER N/A		USED CAR ALLOWANCE		N/A
		SUB TOTAL		48,806.73
<u>USED VEHICLE TRADED IN AND OR OTHER CREDITS</u>		DOCUMENTARY FEE		347.26
YEAR N/A	MAKE N/A	MODEL N/A	BALANCE	
			49,153.99	
BODY TYPE N/A	COLOR N/A	SALES TAX		
			N/A	
SERIAL NO N/A	LUXURY TAX			
BAL OWED N/A	GOOD TR. N/A	VERIFIED BY	REBATE	
			N/A	
BALANCE OWED TO N/A			ADDITIONAL REBATES	
ADDRESS	ACCOUNT NO. N/A	LICENSE PLATES OR TRANSFER		
			35.00	
			EXTENDED SERVICE PLAN	
			N/A	
<small>ALL WARRANTIES, IF ANY, BY A MANUFACTURER OR SUPPLIER OTHER THAN DEALER ARE THEIRS, NOT DEALERS, AND ONLY SUCH MANUFACTURER OR OTHER SUPPLIER SHALL BE LIABLE FOR PERFORMANCE UNDER SUCH WARRANTIES, UNLESS DEALER FURNISHES BUYER WITH A SEPARATE WRITTEN WARRANTY OR SERVICE CONTRACT MADE BY DEALER ON ITS OWN BEHALF. DEALER HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE (A) ON ALL GOODS AND SERVICES SOLD BY DEALER (B) ON ALL USED VEHICLES WHICH ARE HEREBY SOLD "AS IS" — NOT EXPRESSLY WARRANTED OR GUARANTEED.</small> <small>This contract is not assignable and not cancellable and all terms and conditions of this sale are contained on this and reverse side and the terms on the reverse side of this order are as much a part of the agreement as if written on this side and no other verbal understanding or promises whatsoever are a part of this agreement.</small> <small>The customer certifies that he is 18 years of age or over and warrants that he is the true and lawful owner of the car traded in and that it is free of all encumbrances whatsoever except as noted above.</small> <small>The undersigned purchaser acknowledges receipt of a copy of this order executed herewith. In addition, purchaser authorizes seller to secure all information from any source to determine credit worthiness of purchaser.</small>			PAY OFF DUE ON TRADE	
			N/A	
			CASH BALANCE DUE	
			49,188.99	
			DEPOSIT	
			CASH ON DELIVERY	
			N/A	
			AMOUNT FINANCED	
			49,188.99	
PURCHASER X _____				
SALESMAN'S NAME N/A _____				
ACCEPTED BY _____ TITLE _____				

RETAIL BUYER'S ORDER


HAMBLOCK
FORD LINCOLN

1800 N. STATE STREET

BELVIDERE, IL 61008

TELEPHONE 815-544-2138

DATE 03/03/2023

<input type="checkbox"/>	PURCHASER LICENSE
<input type="checkbox"/>	TRANSFER LICENSE

RES. PHONE N/A	LICENSE NO N/A
BUS. PHONE N/A	DECAL NO

#1 PURCHASERS NAME WINNEBAGO COUNTY CORONER

DATE OF BIRTH N/A

DRIVER'S LICENSE NO N/A

#2 PURCHASERS NAME

DATE OF BIRTH N/A

DRIVER'S LICENSE NO N/A

ADDRESS 403 ELM STREET

CITY ROCKFORD

STATE IL

ZIP 61101

☒ NEW
 ☐ USED
 ☐ DEMO
 ☐ CAR
 ☐ TRUCK

YEAR 2022	MAKE FORD	MODEL EXPLORER	BODY TYPE XLT 4WD	COLOR AGATE BLACK METALLIC
SERIAL NO 1FMSK8DHXNGC11329	STOCK TL22549	MILEAGE 5	TO BE DELIVERED ON OR ABOUT 03/03/2023	
ADDITIONS OR CHANGES		EQUIPMENT <i>Government Pricing</i>		50,683.08
		N/A		N/A
		N/A		N/A
		N/A		N/A
AMOUNT OF LIEN		TOTAL		50,683.08
LIENHOLDER N/A		USED CAR ALLOWANCE		N/A
		SUB TOTAL		50,683.08
<u>USED VEHICLE TRADED IN AND/OR OTHER CREDITS</u>		DOCUMENTARY FEE		347.26
YEAR N/A	MAKE N/A	MODEL N/A	BALANCE	51,030.34
BODY TYPE N/A	COLOR N/A		SALES TAX	N/A
SERIAL NO N/A			LUXURY TAX	
BAL OWED N/A	GOOD TIL N/A	VERIFIED BY	REBATE	N/A
BALANCE OWED TO N/A			ADDITIONAL REBATES	
ADDRESS	ACCOUNT NO N/A		LICENSE PLATES OR TRANSFER	35.00
			EXTENDED SERVICE PLAN	N/A
<small>ALL WARRANTIES, IF ANY, BY A MANUFACTURER OR SUPPLIER OTHER THAN DEALER ARE THEIRS, NOT DEALERS, AND ONLY SUCH MANUFACTURER OR OTHER SUPPLIER SHALL BE LIABLE FOR PERFORMANCE UNDER SUCH WARRANTIES, UNLESS DEALER FURNISHES BUYER WITH A SEPARATE WRITTEN WARRANTY OR SERVICE CONTRACT MADE BY DEALER ON ITS OWN BEHALF. DEALER HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE (A) ON ALL GOODS AND SERVICES SOLD BY DEALER (B) ON ALL USED VEHICLES WHICH ARE HEREBY SOLD "AS IS" — NOT EXPRESSLY WARRANTED OR GUARANTEED.</small> This contract is not assignable and not cancellable and all terms and conditions of this sale are contained on this and reverse side and the terms on the reverse side of this order are as much a part of the agreement as if written on this side and no other verbal understanding or promises whatsoever are a part of this agreement. The customer certifies that he is 18 years of age or over and warrants that he is the true and lawful owner of the car traded in and that it is free of all encumbrances whatsoever except as noted above. The undersigned purchaser acknowledges receipt of a copy of this order executed herewith. In addition, purchaser authorizes seller to secure all information from any source to determine credit worthiness of purchaser.			PAY OFF DUE ON TRADE	N/A
			CASH BALANCE DUE	51,065.34
			DEPOSIT	
			CASH ON DELIVERY	N/A
			AMOUNT FINANCED	51,065.34
PURCHASER X				
SALESMAN'S NAME N/A				
ACCEPTED BY			TITLE	

ROCK RIVER BLOCK



Date: 3/6/2023

Salesperson: _____

Manager: Mitch Edler

FOR INTERNAL USE ONLY

BUSINESS NAME WINNEBAGO COUNTY

Home Phone : _____

CONTACT MATTHEW LANE

Address : _____

Work Phone : _____

E-Mail : _____

Cell Phone : _____

VEHICLE

Stock # : _____ New / Used : **New**

VIN : _____

Mileage: _____

Vehicle : **2023 FORD F-150 XL SUPERCAB 4X4**

Color : **CARBONIZED GRAY**

Type : _____

Market Value Selling Price	48,350.00
Doc Fee	347.26
Non Tax Fees	165.00
Cash Deposit	.00
Balance	48,862.26

Customer Approval: _____

Management Approval: _____

By signing this authorization form, you certify that the above personal information is correct and accurate, and authorize the release of credit and employment information. By signing above, I provide to the dealership and its affiliates consent to communicate with me about my vehicle or any future vehicles using electronic, verbal and written communications including but not limited to eMail, text messaging, SMS, phone calls and direct mail. Terms and Conditions subject to credit approval. For Information Only. This is not an offer or contract for sale.

RESOLUTION EXHIBIT 4

2/14/2023

To-WINNEBAGO COUNTY CORONER/
MATT LANE From-Charles Browne

Rockford Communications
720 Lorden Ct. Rockford. IL 815-742-2842

Hi MATT
Subject-Costs to outfit new EXPLORER WITH LIGHTS SIREN AND INSTALL RADIO (PROVIDED FROM OTHER SOURCE)
NOTE QUOTE INCLUDES ANTENNA AND COAX FOR Starcom radio
all stl products 5 year warranty all others 2

Quantity	Brand	Description	PaRT#	Cost	ext	
1	PCTEL	COAX KIT WITH NMO BASE		\$ 22.00	\$	22.00
1	ANDREW	UHF CRIMP CONNECTOR		\$ 4.00	\$	4.00
1	MAX RAD	800 MHZ NMO ANTENNA (black)		\$ 16.00	\$	16.00
1	STL	VISOR LIGHT	raptor tir	\$ 310.00	\$	310.00
1	STL	REAR TRAFFIC ADVISOR LIGHT BAR	VLMC8	\$ 420.00	\$	420.00
1	STL	DIRECT CONTOL BOX TRAFFIC ADVISOR		\$ 30.00	\$	30.00
1	STL	VIREO SIREN SWITCH BOX	VR 100	\$ 200.00	\$	200.00
1	STL	100 WATT SIREN SPEAKER	A 1B100	\$ 115.00	\$	115.00
1	FEDERAL SIGNAL	BRAKE LIGHT FLASHER	FA6	\$ 65.00	\$	65.00
1	FEDERAL SIGNAL	HEADLIGHT FLASHER	FHL2	\$ 85.00	\$	85.00
4	STL	Z12 TIR LED GRILLE	Z12	\$ 78.00	\$	312.00
		FREIGHT			\$	50.00
				parts	\$	1,629.00
				labor	\$	1,600.00
				Total	\$	3,229.00

2 IN FRONT GRILLE 2
IN REAR SIDE
WINDOWS

For One Ford Explorer

2/14/2023

To-WINNEBAGO COUNTY CORONER/ MATT LANE

From-Charles Browne

Rockford Communications

720 Lorden Ct. Rockford. IL 61 815-742-2842

Hi MATT

Subject-Costs to outfit new EXPLORER WITH LIGHTS AND INSTALL RADIO (PROVIDED FROM OTHER SOURCE)

NOTE QUOTE INCLUDES ANTENNA AND COAX FOR Starcom radio

all stl products 5 year warranty all others 2

Quantity	Brand	Description	PaRT#	Cost	ext
1	PCTEL	COAX KIT WITH NMO BASE		\$ 22.00	\$ 22.00
1	ANDREW	UHF CRIMP CONNECTOR		\$ 4.00	\$ 4.00
1	MAX RAD	800 MHZ NMO ANTENNA (black)		\$ 16.00	\$ 16.00
1	STL	VISOR LIGHT	raptor tir	\$ 310.00	\$ 310.00
1	STL	REAR TRAFFIC ADVISOR LIGHT BAR	VLMC8	\$ 420.00	\$ 420.00
1	STL	DIRECT CONTOL BOX TRAFFIC ADVISOR		\$ 30.00	\$ 30.00
1	STL	4 POS SWITCH BOX		\$ 34.00	\$ 34.00
1	FEDERAL SIGNAL	BRAKE LIGHT FLASHER	FA6	\$ 65.00	\$ 65.00
1	FEDERAL SIGNAL	HEADLIGHT FLASHER	FHL2	\$ 85.00	\$ 85.00
4	STL	Z12 TIR LED GRILLE	Z12	\$ 78.00	\$ 312.00
		FREIGHT			\$ 50.00
				parts	\$ 1,348.00
				labor	\$ 1,400.00
				Total	\$ 2,748.00
				Explorer 2	\$2,748.00
				Ford F150	\$2,748.00

2 IN FRONT GRILLE 2 IN REAR
SIDE WINDOWS

Grand Total	\$5,496.00
-------------	------------



1506 Plainfield Avenue
Janesville WI, 53545
608-752-7847

Jennifer Muraski
Winnebago County Coroner
1-815-319-4970
2023 Ford F150
Extended Cab 6ft 6in Bed

23" DCU Max .063 Metal.....	\$2850.00
Painted to Match.....	\$556.00
Double Full Rear Door.....	\$724.00
Driver Side Double Door.....	\$130.00
Tool Box Driver Side.....	\$400.00
Divider #1 Driver Side.....	\$124.00
Passenger Side Full Length Door.....	\$ N/C
Tool Box Passenger Side.....	\$400.00
Divider #1 Passenger Side.....	\$124.00
Driver Side Double Rope Light w/ Rival Light.....	\$490.00
Passenger side Rope light w/ Rival Light.....	\$252.00
4 E-Locks.....	\$646.00
Camera w/ Tailgate Harness.....	\$425.00

Total: \$7121.00

* Price Quote is subject to change after March 31, 2023 Due to A.R.E pricing Changes as of April 1, 2023. Thank you for your inquiry of purchasing an Aluminum DCU with us and have a great day.



Resolution Executive Summary

Prepared By: Dave Rickert

Committee: Operations and Administrative Committee

Committee Date: March 16, 2023

Ordinance Title: Resolution to Include Compensation Paid Under Internal Revenue Code Section 125 Plan as IMRF Earnings.

County Code: Not Applicable

Board Meeting Date: March 23, 2023

Budget Information:

Was item budgeted?	No	Appropriation Amount: \$0
If not, explain funding source: Funds exist within the current budget to meet this request		
ORG/OBJ/Project Code: 49300/41231 IMRF/IMRF Employer Contribution		
FY2023 Budget Impact: \$60,000		

Background Information: In order to provide competitive benefits to our employees and attract qualified and capable staff, Winnebago County chooses to include compensation paid under Internal Revenue Code Section 125 as IMRF earnings. Please see attachment for examples.

Recommendation: Staff Concurs

Contract/Agreement: Not Applicable

Legal Review: Not Applicable

Follow-Up: Not Applicable

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

2023 CR _____

SUBMITTED BY: OPERATIONS & ADMINISTRATIVE COMMITTEE

**Resolution to Include Compensation Paid Under Internal Revenue
Code Section 125 Plan as IMRF Earnings**

WHEREAS, the Administration for the County of Winnebago, Illinois (County), has determined that it is beneficial to enhance the retirement package offered to employees by including compensation paid under Internal Revenue Code Section 125 as IMRF Earnings; and

WHEREAS, the Operations and Administrative Committee of the County Board of Winnebago County, Illinois recommends the full County Board accept and approve said measure effective on April 3rd, 2023.

NOW, THEREFORE, BE IT RESOLVED, that the County Board of the County of Winnebago, Illinois does hereby approve a Resolution to Include Compensation Paid under an Internal Revenue Code Section 125 Plan as IMRF Earnings.

BE IT FURTHER RESOLVED, that the attached document shall be completed by the County Clerk and filed with the Illinois Municipal Retirement Fund.

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

Respectfully submitted,

OPERATIONS & ADMINISTRATIVE COMMITTEE

AGREE

DISAGREE

Keith McDonald, Chair

Keith McDonald, Chair

Valerie Hanserd, Vice Chair

Valerie Hanserd, Vice Chair

Paul Arena

Paul Arena

John Butitta

John Butitta

Joe Hoffman

Joe Hoffman

Jaime Salgado

Jaime Salgado

Michael Thompson

Michael Thompson

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

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



WINNEBAGO COUNTY

— ILLINOIS —

Memorandum

To: Pat Thompson
From: Dave Rickert
Date: January 12, 2023
Subject: IMRF Benefit

Pat,

Jill Leka (our labor attorney) mentioned that the Illinois Municipal Retirement Fund (IMRF) offers an option to participating employers to include compensation paid under Internal Revenue Code Section 125 Plan as IMRF earnings. I believe selecting this option would provide a significant benefit to Winnebago County Employees at a reasonable cost to the county.

For your consideration, I have attached, IMRF Form 6.72 along with three employee examples (source Bryan Cutler) to demonstrate the benefit. Please let me know if you would like to discuss further.

Sincerely,

David J. Rickert

David J. Rickert
Chief Financial Officer
Winnebago County
815-319-4238
DRickert@WinColl.us

Impact of inclusion of employee health insurance and flex spending into IMRF wages

Employee A

Retires with 25 years of service under Tier 1 IMRF
 Retires at age 60
 Single coverage insurance
 Contributes 1,000 annually to flex spending
 Average salary over last 4 years of career \$ 80,000.00

Pension Calculation (current scenario):

Average salary over last 4 years of career	\$ 80,000.00
Reduction for health insurance contribution	\$ (1,541.28)
Reduction for flex spending contribution	<u>\$ (1,000.00)</u>

IMRF wages (Final Rate of Earnings)	\$ 77,458.72
-------------------------------------	--------------

Pension percentage calculation - 25 years of service	45%
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Annual pension payment	\$ 34,856.42
Monthly pension payment	\$ 2,904.70

Pension Calculation assuming health insurance and flex are included in IMRF wages (proposed scenario):

Average salary over last 4 years of career	\$ 80,000.00
Reduction for health insurance contribution	\$ -
Reduction for flex spending contribution	<u>\$ -</u>

IMRF wages (Final Rate of Earnings)	\$ 80,000.00
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Pension percentage calculation - 25 years of service	45%
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Annual pension payment	\$ 36,000.00
Monthly pension payment	\$ 3,000.00

Increase in annual pension payment	\$ 1,143.58
Increase in monthly pension payment	\$ 95.30

Impact on employee net pay (proposed scenario):

Health insurance contribution included in wages:	\$ 1,541.28
Flex spending contribution included in wages:	<u>\$ 1,000.00</u>
Total	\$ 2,541.28

IMRF rate	4.5%
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Decrease in net pay annually	\$ 114.36
Decrease in net pay per pay period	\$ 4.40

Impact of inclusion of employee health insurance and flex spending into IMRF wages

Employee B

Retires with 20 years of service under Tier 1 IMRF

Retires at age 60

Family coverage insurance

Contributes 2,850 annually to flex spending

Average salary over last 4 years of career \$ 70,000.00

Pension Calculation (current scenario):

Average salary over last 4 years of career \$ 70,000.00

Reduction for health insurance contribution \$ (3,886.00)

Reduction for flex spending contribution \$ (2,850.00)

IMRF wages (Final Rate of Earnings) \$ 63,264.00

Pension percentage calculation - 20 years of service 35%

Annual pension payment \$ 22,142.40

Monthly pension payment \$ 1,845.20

Pension Calculation assuming health insurance and flex are included in IMRF wages (proposed scenario):

Average salary over last 4 years of career \$ 70,000.00

Reduction for health insurance contribution \$ -

Reduction for flex spending contribution \$ -

IMRF wages (Final Rate of Earnings) \$ 70,000.00

Pension percentage calculation - 20 years of service 35%

Annual pension payment \$ 24,500.00

Monthly pension payment \$ 2,041.67

Increase in annual pension payment \$ 2,357.60

Increase in monthly pension payment \$ 196.47

Impact on employee net pay (proposed scenario):

Health insurance contribution included in wages: \$ 3,886.00

Flex spending contribution included in wages: \$ 2,850.00

Total \$ 6,736.00

IMRF rate 4.5%

Decrease in net pay annually \$ 303.12

Decrease in net pay per pay period \$ 11.66

Impact of inclusion of employee health insurance and flex spending into IMRF wages

Employee C

Retires with 25 years of service under Tier 1 IMRF

Retires at age 60

Family coverage insurance

Contributes 1,000 annually to flex spending

Average salary over last 4 years of career	\$ 45,000.00
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Pension Calculation (current scenario):

Average salary over last 4 years of career	\$ 45,000.00
Reduction for health insurance contribution	\$ (3,886.00)
Reduction for flex spending contribution	<u>\$ (1,000.00)</u>

IMRF wages (Final Rate of Earnings)	\$ 40,114.00
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Pension percentage calculation - 25 years of service	45%
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Annual pension payment	\$ 18,051.30
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Monthly pension payment	\$ 1,504.28
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Pension Calculation assuming health insurance and flex are included in IMRF wages (proposed scenario):

Average salary over last 4 years of career	\$ 45,000.00
Reduction for health insurance contribution	\$ -
Reduction for flex spending contribution	<u>\$ -</u>

IMRF wages (Final Rate of Earnings)	\$ 45,000.00
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Pension percentage calculation - 25 years of service	45%
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Annual pension payment	\$ 20,250.00
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Monthly pension payment	\$ 1,687.50
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Increase in annual pension payment	\$ 2,198.70
Increase in monthly pension payment	\$ 183.23

Impact on employee net pay (proposed scenario):

Health insurance contribution included in wages:	\$ 3,886.00
Flex spending contribution included in wages:	<u>\$ 1,000.00</u>
Total	\$ 4,886.00

IMRF rate	4.5%
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Decrease in net pay annually	\$ 219.87
Decrease in net pay per pay period	\$ 8.46



Suggested resolution to include compensation paid under an Internal Revenue Code Section 125 Plan as IMRF earnings

IMRF Form 6.72 (Rev. 08/03)

PLEASE ENTER Employer IMRF I.D. Number

RESOLUTION

Number _____

WHEREAS, standard member earnings reportable to the Illinois Municipal Retirement Fund do not include compensation paid under an Internal Revenue Code section 125 plan or compensation directed into a premium conversion plan or flexible spending account; and

WHEREAS, an IMRF participating unit of government may elect to include in IMRF earnings compensation paid under an I.R.C. section 125 plan or compensation directed into a premium conversion plan or flexible spending account by action of the governing body; and

WHEREAS, the _____ of the
BOARD, COUNCIL, etc.

_____ is authorized to include
EMPLOYER NAME
section 125 plan and premium conversion and flexible spending account compensation as earnings reportable to IMRF and it is desirable that it do so.

NOW THEREFORE BE IT RESOLVED that the _____ of the
BOARD, COUNCIL, etc.

_____ does hereby elect to
EMPLOYER NAME
include as earnings reportable to IMRF compensation paid under an I.R.C. section 125 plan and/or compensation directed into a premium conversion plan or flexible spending account effective _____.
EFFECTIVE DATE

BE IT FURTHER RESOLVED that the _____ is authorized and directed
CLERK OR SECRETARY OF THE BOARD
to file a duly certified copy of this resolution with the Illinois Municipal Retirement Fund.

CERTIFICATION

I, _____, the _____
NAME CLERK OR SECRETARY
of the _____ of the County of _____,
EMPLOYER NAME COUNTY
State of Illinois, do hereby certify that I am keeper of its books and records and that the foregoing is a true and correct copy of a resolution duly adopted by its _____ at a meeting duly convened
GOVERNING BODY
and held on the _____ day of _____, 20 _____.

SEAL

CLERK OR SECRETARY OF THE BOARD

Illinois Municipal Retirement Fund

Suite 500, 2211 York Road, Oak Brook Illinois 60523-2337 www.imrf.org
Member Services Representatives 800/ASK-IMRF (1-800-275-4673)

PUBLIC WORKS COMMITTEE



Resolution Executive Summary

Prepared By: Winnebago County Highway Department

Committee: Public Works Committee

Committee Date: Tuesday, March 14, 2023

Resolution Title:

(23-003) Resolution Authorizing the Approval of a Change in Plans to Reconcile Bid Quantities with As-Built Quantities for Prairie Hill Road Resurfacing from IL Rte. 2 to IL Rte. 251. (Section 21-00701-00-RS)

County Code: PWC Resolution #23-003

Board Meeting Date: Thursday, March 23, 2023

Budget Information:

Was item budgeted?	Yes	Appropriation Amount:	\$ 1,053,551
If not, explain funding source:			
ORG/OBJ/Project Code: 469-46330 (RBI)			
Budget Impact: -\$117,896.82 (deduction)			

Background Information:

After reconciling final measured/as-built quantities with contract amounts, a deduction of \$117,896.82 must be made to the original contract. Rebuild Illinois funds (RBI) were used for this project.

Recommendation:

Approval is recommended.

Contract/Agreement:

N/A

Legal Review:

By the State Attorney's office.

Follow-Up:

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

23-CR-XXX

**SUBMITTED BY: PUBLIC WORKS COMMITTEE
SPONSORED BY: DAVE TASSONI**

**RESOLUTION AUTHORIZING THE APPROVAL OF A CHANGE IN PLANS TO
RECONCILE BID QUANTITIES WITH AS-BUILT QUANTITIES FOR
PRAIRIE HILL ROAD RESURFACING FROM
IL RTE. 2 TO IL RTE. 251
(SECTION 21-00701-00-RS)**

WHEREAS on July 29, 2022 by County Resolution, the County Board of the County of Winnebago awarded a contract in the amount of \$1,053,550.85 to Rock Road Companies, Inc. for the resurfacing of Prairie Hill Road from IL Rte. 2 to IL Rte. 251 under Section 21-00701-00-RS; and

WHEREAS in order to close a project out and make final payment a change order reconciling “as-bid” quantities with “as-built” quantities needs to be approved; and

WHEREAS the total net change of the reconciliation change order is a deduction of \$117,896.82 to the original contract amount of \$1,053,550.85, for a final adjusted contract amount of \$935,654.03; and

WHEREAS it is in the public interest to approve the attached Request for Approval of Change in Plans, Request No. 1 and final for the project known as Section 21-00701-00-RS.

NOW THEREFORE, BE IT RESOLVED by the County Board of the County of Winnebago, Illinois, that the County Engineer is hereby authorized to sign the Request for Approval of Change in Plans, Request No. 1 and final on behalf of the County of Winnebago in substantially the form attached; and

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

BE IT FURTHER RESOLVED that the Clerk of the County Board is hereby directed to prepare and deliver certified copies of this Resolution to the Winnebago County Treasurer, Auditor, and Engineer.

Respectfully submitted
PUBLIC WORKS COMMITTEE

AGREE

DISAGREE

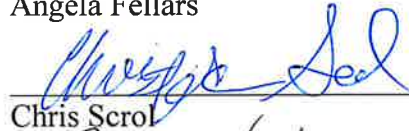


Dave Tassoni, Chairman

Dave Tassoni, Chairman

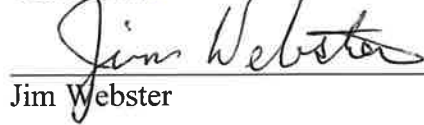
Angela Fellars

Angela Fellars



Chris Scrol

Chris Scrol



Jim Webster

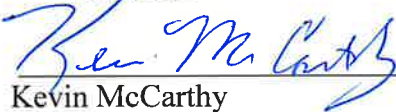
Jim Webster

John Penney

John Penney

John Guevara

John Guevara



Kevin McCarthy

Kevin McCarthy

The County Board of the County of Winnebago, Illinois this _____ day of _____, 2023, 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



Request for Approval of Change of Plans



Local Public Agency	County	Route	Section Number
Winnebago County Highway Department	Winnebago	Prairie Hill (CH 76)	21-00701-00-RS
Request Number	Contractor		
#1	Rock Road Companies, Inc.		
<input checked="" type="checkbox"/> Final			
Address	City	State	Zip Code
301 W B-R Townline Road	Janesville	WI	53547
Date			
01/04/23			

I recommend that this Deduction be made from the above contract.

The estimated quantities are shown below and the contractor agrees to furnish the materials and do the work at the unit prices.

Item Description	Unit of Measure	Quantity	Unit Price	Addition (A) or Deduction (D)	Total Addition	Total Deduction
- REM & DISP UNS MATL	CY	700	\$23.710	D	\$0.00	\$16,597.00
- AGG SUBGRADE IMP	TN	1400	\$18.000	D	\$0.00	\$25,200.00
- BIT MATLS TACK CT	PD	13083.29	\$0.320	D	\$0.00	\$4,186.65
- HMA HM N50	TN	3	\$225.000	A	\$675.00	\$0.00
- TEMP RAMP	SY	845.96	\$19.000	D	\$0.00	\$16,073.24
- HMA BC IL-9.5 N50	TN	219.92	\$77.920	A	\$17,136.17	\$0.00
- HMA SC IL-9.5 D N50	TN	219.92	\$78.920	A	\$17,356.09	\$0.00
- WELDED WIRE REINF	SY	50	\$15.250	D	\$0.00	\$762.50
- HMA SURF REM 1.5"	SY	1437.67	\$1.600	A	\$2,300.27	\$0.00
- HMA SURF REM 3"	SY	1226.43	\$2.190	D	\$0.00	\$2,685.88
- HMA SURF REM VAR DPH	SY	58.77	\$5.200	A	\$305.60	\$0.00
- CL B PATCH T1 10"	SY	17.51	\$178.000	D	\$0.00	\$3,116.78
- CL B PATCH T2 10"	SY	343.4	\$185.000	D	\$0.00	\$63,529.00
- CL B PATCH T3 10"	SY	30	\$188.000	D	\$0.00	\$5,640.00
- DOWEL BARS 1 1/2"	EA	1158	\$11.500	D	\$0.00	\$13,317.00
- CL D PATCH T4 8"	SY	451.08	\$49.000	D	\$0.00	\$22,102.92
- AGG WEDGE SHLD T-B	TN	196.77	\$25.640	D	\$0.00	\$5,045.18
- INLET ADJUST	EA	3	\$1,770.000	D	\$0.00	\$5,310.00
- SHRT TRM PAVT MK	FT	3000	\$1.020	D	\$0.00	\$3,060.00
- SHRT TRM PAVT MK REM	SF	1000	\$2.000	D	\$0.00	\$2,000.00
- TEMP PVT MK LINE 4"	FT	12000	\$0.350	D	\$0.00	\$4,200.00
- PAINT PVT MK L&S	SF	383	\$2.400	D	\$0.00	\$919.20
- PAINT PVT MK LINE 4"	FT	26101	\$0.400	A	\$10,440.40	\$0.00
- PAINT PVT MK LINE 8"	FT	5	\$0.800	A	\$4.00	\$0.00
- PAINT PVT MK LINE 12"	FT	2009	\$1.200	D	\$0.00	\$2,410.80
- PAINT PVT MK LINE 24"	FT	70	\$2.400	D	\$0.00	\$168.00
- LONG JOINT SEALANT	FT	19600	\$2.230	D	\$0.00	\$43,708.00
- CL B PATCH T4 10"	SY	8.87	\$190.000	A	\$1,685.30	\$0.00
- TIE BARS 3/4"	EA	251	\$9.500	A	\$2,384.50	\$0.00
- ADDL MOBILIZATION (FOR 1" HMA LB OVER CONCRETE AREAS)	LS	1	\$3,500.000	A	\$3,500.00	\$0.00

Item Description	Unit of Measure	Quantity	Unit Price	Addition (A) or Deduction (D)	Total Addition	Total Deduction
ADDL 1" HMA LB, 9.5, N50 (496.65 TN @ \$120.00/TN)	TN	496.65	\$120.000	A	\$59,598.00	\$0.00
ADDL PVMT CLEANING (FOR 1" HMA LB OVER CONCRETE AREAS)	LS	1	\$6,750.000	A	\$6,750.00	\$0.00
					\$0.00	\$0.00
Total Changes					\$122,135.33	\$240,032.15

Add Row

Total Net Change	(\$117,896.82)
Amount of Original Contract	\$1,053,550.85
Amount of Previous Change Orders	
Amount of adjusted/final contract	\$935,654.03

Total net deduction to date (\$117,896.82) which is -11.19% of the contract price.

State fully the nature and reason for the change

All quantities are as placed, field measured quantities.

When the net increase or decrease in the cost of the contract is \$10,000.00 or more, or the time of completion is increased or decreased by 30 days or more, one of the following statements must be checked:

- ☐ The Local Public Agency has determined that the circumstances which necessitate this change were not reasonably foreseeable at the time the contract was signed.
- ☒ The Local Public Agency has determined that the change is germane to the original contract is signed.
- ☐ The Local Public Agency has determined that this change is in the best interest of the Local Public Agency and is authorized by law.

Prepared By

A. Limberg

Title of Preparer

Project Manager


Submitted/Approved

BY: Local Public Agency Date

Title:

For a Road District project County Engineer signature required.

County Engineer/Superintendent of Highways Date

 2/24/2023

Approved:
Illinois Department of Transportation
Regional Engineer

Date



ROCK ROAD COMPANIES, INC.

• P.O. Box 1818 • Janesville, WI 53547-1818 • Phone (608) 752-8944 • Fax: (608) 365-1113

To:	Winebago, County Of	Contact:	
Address:	404 Elm Street, Suite 202	Phone:	(815) 987-3033
	Rockford, IL 61108-3001	Fax:	(815) 987-3008
Project Name:	Winnebago Co. - Prairie Hill Rd	Bid Number:	220431
Project Location:	Prairie Hill RD, Rockford, IL	Bid Date:	7/11/2022

Proposal is on a unit price basis per the plans and specifications and as follows:

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
99001 - 01	MOBILIZATION	1.00	LS	\$3,500.00	\$3,500.00
99001 - 02	1" HMA LEVEL BINDER 9.5 N50 (Roughly 10,500SY X 1")	600.00	TON	\$120.00	\$72,000.00
99001 - 03	Cleaning Pavement	1.00	LS	\$6,750.00	\$6,750.00

Total Bid Price: \$82,250.00

Payment Terms:

Payment requested upon substantial completion of work. Net 10 days. Finance Charge - 1.5% per month, 18% annually.

ACCEPTED:

The above prices, specifications and conditions are satisfactory and are hereby accepted.

Buyer: CARLOS MOLINA
Signature: [Signature]
Date of Acceptance: 10/24/2022

CONFIRMED:

Rock Road Companies, Inc.

Authorized Signature: [Signature]
Estimator: Aaron Fish
Afish@rockroads.com



Resolution Executive Summary

Prepared By: Winnebago County Highway Department

Committee: Public Works Committee

Committee Date: Tuesday, March 14, 2023

Resolution Title:

(23-004) Resolution Authorizing the Approval of a Change in Plans to Reconcile Bid Quantities with As-Built Quantities for Mulford Road Resurfacing from Harrison Avenue to Sandy Hollow Road (Section 22-00708-00-RS)

Cost: \$(104,295.83) deduction

C.B. District: 11 & 15

County Code: PWC Resolution #23-004

Board Meeting Date: Thursday, March 23, 2023

Budget Information:

Was item budgeted?	Yes	Appropriation Amount:	\$414,411.24
If not, explain funding source:			
ORG/OBJ/Project Code:		Budget Impact:	
469-46330 (RBI)		-\$104,295.83 Deduct	

Background Information:

After reconciling final measured/as-built quantities with contract amounts, a deduction of \$104,295.83 must be made to the original contract. Rebuild Illinois funds (RBI) were used for this project.

Recommendation:

Approval is recommended.

Contract/Agreement:

N/A

Legal Review:

By the State Attorney's office.

Follow-Up:

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

23-CR-XXX

**SUBMITTED BY: PUBLIC WORKS COMMITTEE
SPONSORED BY: DAVE TASSONI**

**RESOLUTION AUTHORIZING THE APPROVAL OF A CHANGE IN PLANS TO
RECONCILE BID QUANTITIES WITH AS-BUILT QUANTITIES FOR
MULFORD ROAD RESURFACING FROM
HARRISON AVENUE TO SANDY HOLLOW ROAD
(SECTION 22-00708-00-RS)**

WHEREAS on July 29, 2022 by County Resolution, the County Board of the County of Winnebago awarded a contract in the amount of \$414,411.24 to Rock Road Companies, Inc. for the resurfacing of Mulford Road from Harrison Road to Sandy Hollow Road under Section 22-00708-00-RS; and

WHEREAS in order to close a project out and make final payment a change order reconciling “as-bid” quantities with “as-built” quantities needs to be approved; and

WHEREAS the total net change of the reconciliation change order is a deduction of \$104,295.83 to the original contract amount of \$414,411.24, for a final adjusted contract amount of \$310,115.41; and

WHEREAS it is in the public interest to approve the attached Request for Approval of Change in Plans, Request No. 1 and final for the project known as Section 22-00708-00-RS.

NOW THEREFORE, BE IT RESOLVED by the County Board of the County of Winnebago, Illinois, that the County Engineer is hereby authorized to sign the Request for Approval of Change in Plans, Request No. 1 and final on behalf of the County of Winnebago in substantially the form attached; and

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

BE IT FURTHER RESOLVED that the Clerk of the County Board is hereby directed to prepare and deliver certified copies of this Resolution to the Winnebago County Treasurer, Auditor, and Engineer.

Respectfully submitted
PUBLIC WORKS COMMITTEE

AGREE

DISAGREE



Dave Tassoni, Chairman

Dave Tassoni, Chairman

Angela Fellars



Chris Scrol

Angela Fellars



Jim Webster

Chris Scrol

Jim Webster

John Penney

John Penney

John Guevara



Kevin McCarthy

John Guevara

Kevin McCarthy

The County Board of the County of Winnebago, Illinois this _____ day of _____,
2023, 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



Request for Approval of Change of Plans



Local Public Agency	County	Route	Section Number
Winnebago County Highway Department	Winnebago	Mulford Rd (CH 60)	22-00708-00-RS
Request Number	Contractor		
#1	Rock Road Companies, Inc.		
<input checked="" type="checkbox"/> Final			
Address	City	State	Zip Code
301 W B-R Townline Road	Janesville	WI	53547
Date			
11/01/22			

I recommend that this Deduction be made from the above contract.

The estimated quantities are shown below and the contractor agrees to furnish the materials and do the work at the unit prices.

Item Description	Unit of Measure	Quantity	Unit Price	Addition (A) or Deduction (D)	Total Addition	Total Deduction
- REM & DISP UNS MATL	CY	10	\$0.100	D	\$0.00	\$1.00
- STN DMPD RIP C-A2	TN	5.27	\$115.000	A	\$606.05	\$0.00
- AGG SUBGRADE IMP 12"	SY	25	\$35.000	D	\$0.00	\$875.00
- BIT MATLS TACK CT	PD	5405.75	\$0.260	D	\$0.00	\$1,405.49
- LONG JOINT SEALANT	FT	9	\$3.460	A	\$31.14	\$0.00
- HMA HM N50	TN	10	\$225.000	D	\$0.00	\$2,250.00
- HMA SURF REM BUTT JT	SY	66.09	\$20.000	A	\$1,321.80	\$0.00
- TEMPORARY RAMP	SY	224.69	\$22.600	D	\$0.00	\$5,077.99
- HMA BC IL-9.5 N50	TN	72.68	\$79.790	D	\$0.00	\$5,799.14
- HMA SURF REM 4"	SY	232.7	\$15.760	D	\$0.00	\$3,667.35
- CL D PATCH T3 8"	SY	2.91	\$230.700	A	\$671.34	\$0.00
- CL D PATCH T4 8"	SY	1.57	\$230.700	A	\$362.20	\$0.00
- AGG WEDGE SHLD T-B	TN	94.22	\$30.140	D	\$0.00	\$2,839.79
- PIPE CULVERT REM	FT	10	\$16.000	D	\$0.00	\$160.00
- SHRT TRM PAVT MK	FT	600	\$1.190	D	\$0.00	\$714.00
- SHRT TRM PAVT MK REM	SF	200	\$3.500	D	\$0.00	\$700.00
- PAINT PVT MK L&S	SF	237.6	\$2.400	A	\$570.24	\$0.00
- PAINT PVT MK LINE 4"	FT	1109	\$0.400	D	\$0.00	\$443.60
- PAINT PVT MK LINE 16"	FT	40	\$1.600	D	\$0.00	\$64.00
- PAINT PVT MK LINE 24"	FT	8	\$2.400	A	\$19.20	\$0.00
- EMB FOR SLP SHAPING	CY	6	\$0.100	D	\$0.00	\$0.60
- HMA SURF REM VAR DP	SY	111.64	\$6.000	D	\$0.00	\$669.84
- PAVEMENT FABRIC SPL	SY	10600	\$7.850	D	\$0.00	\$83,210.00
Total Changes					\$3,581.97	\$107,877.80

Add Row

Total Net Change	(\$104,295.83)
Amount of Original Contract	\$414,411.24
Amount of Previous Change Orders	
Amount of adjusted/final contract	\$310,115.41

Total net deduction to date (\$104,295.83) which is -25.17% of the contract price.

State fully the nature and reason for the change

All quantities are final, as placed, field measured quantities.

When the net increase or decrease in the cost of the contract is \$10,000.00 or more, or the time of completion is increased or decreased by 30 days or more, one of the following statements must be checked:

- ☐ The Local Public Agency has determined that the circumstances which necessitate this change were not reasonably foreseeable at the time the contract was signed.
- ☒ The Local Public Agency has determined that the change is germane to the original contract is signed.
- ☐ The Local Public Agency has determined that this change is in the best interest of the Local Public Agency and is authorized by law.

Prepared By


A. Limberg


Title of Preparer


Project Manager

Submitted/Approved

Local Public Agency


BY: 


Title: 

Date 

For a Road District project County Engineer signature required.

County Engineer/~~Superintendent of Highways~~



Date  2/24/2023

Approved:
Illinois Department of Transportation
Regional Engineer



Date 



Resolution Executive Summary

Prepared By: Winnebago County Highway Department

Committee: Public Works Committee

Committee Date: Tuesday, March 14, 2023

Resolution Title:

(23-005) Resolution Authorizing an Intergovernmental Agreement between the County and the Village of Cherry Valley for Bridge Inspections (Section 22-00706-00-BI)

Cost: -0-

C.B. District: 8 & 11

County Code: PWC Resolution #23-005

Board Meeting Date: Thursday, March 23, 2023

Budget Information:

Was item budgeted?	N/A	Appropriation Amount:	\$ N/A
If not, explain funding source:			
ORG/OBJ/Project Code:		Budget Impact: 0	

Background Information:

The village of Cherry Valley has asked for assistance conducting Local Agency Program Management and in-service bridge inspections for their structures that fall under the National Bridge Inspection Standards (NBIS) set by the FHWA and the State. The Highway Department has four NBIS certified bridge inspectors. The village will reimburse the county for time, material and equipment.

Recommendation:

Staff recommends approval. Besides the County's structures, we inspect all township bridges and often assist smaller agencies. They reimburse the County for time, equipment and material.

Contract/Agreement:

After approval by the County Board

Legal Review:

By the State Attorney's office.

Follow-Up:

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

23-CR-XXX

**SUBMITTED BY: PUBLIC WORKS COMMITTEE
SPONSORED BY: DAVE TASSONI**

**RESOLUTION AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT
BETWEEN THE COUNTY AND THE VILLAGE OF CHERRY VALLEY
FOR BRIDGE INSPECTIONS
(SECTION 22-00706-00-BI)**

WHEREAS, Article VII, Section 10(a) of the Constitution of the State of Illinois authorizes municipal corporations to join together in intergovernmental agreements for the purpose of achieving statutory objectives and goals individually and jointly; and

WHEREAS, the Village lies within the County; and

WHEREAS, the Village desires that the County provide local agency program management and inspect certain bridges within the Village, such bridges identified in the attached in said agreement, in accordance with the National Bridge Inspection Standards (hereinafter "NBIS") and the Illinois Department of Transportation (hereinafter "IDOT") and to ensure their compliance with all applicable codes and laws; and

WHEREAS, County is willing to perform as the local agency program manager and to inspect said bridges on behalf of the Village in accordance with the NBIS and IDOT.

NOW THEREFORE BE IT RESOLVED by the County Board of the County of Winnebago, Illinois that the County Board Chairman is authorized to execute on behalf of the County of Winnebago the attached Intergovernmental Agreement for Bridge Inspections for the Village of Cherry Valley in substantially the form attached hereto; and

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

BE IT FURTHER RESOLVED that the Clerk of the County Board is hereby directed to prepare and deliver certified copies of this Resolution to the Winnebago County Treasurer, Auditor, and Engineer.

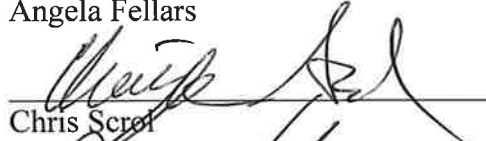
Respectfully submitted
PUBLIC WORKS COMMITTEE

AGREE



Dave Tassoni, Chairman

Angela Fellars



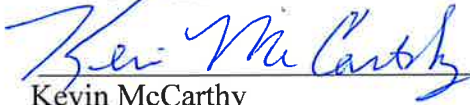
Chris Scrol



Jim Webster

John Penney

John Guevara



Kevin McCarthy

DISAGREE

Dave Tassoni, Chairman

Angela Fellars

Chris Scrol

Jim Webster

John Penney

John Guevara

Kevin McCarthy

The County Board of the County of Winnebago, Illinois this _____ day of _____, 2023, 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

INTERGOVERNMENTAL AGREEMENT FOR BRIDGE INSPECTION

THIS AGREEMENT ("Agreement"), made this ____ day of _____, 2023, by and between the Village of Cherry Valley, an Illinois municipal corporation, (hereinafter "Village") and the County of Winnebago, an Illinois body politic (hereinafter "County").

WITNESSETH:

WHEREAS, Article VII, Section 10(a) of the Constitution of the State of Illinois, authorizes municipal corporations to join together in intergovernmental agreements for the purpose of achieving statutory objectives and goals individually and jointly; and

WHEREAS, the Village lies within the County; and

WHEREAS, the Village desires that the County provide local agency program management and inspect certain bridges within the Village, such bridges identified herein, in accordance with the National Bridge Inspection Standards (hereinafter "NBIS") and the Illinois Department of Transportation (hereinafter "IDOT") and to ensure their compliance with all applicable codes and laws; and

WHEREAS, the County is willing to perform as the local agency program manager and to inspect said bridges on behalf of the Village in accordance with the NBIS and IDOT.

NOW, THEREFORE, in consideration of the covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is agreed as follows:

1. The County shall inspect the following bridges (hereinafter collectively referred to as "Bridges") and provide channel cross section as needed per the IDOT schedule to ensure they comply with all NBIS and IDOT standards:

- i. State Street over North Branch Kishwaukee River (SN 101-0111)
- ii. Harrison Avenue over Madigan Creek (SN 101-2017)
- iii. Harrison Avenue over Madigan Creek (Elem. Level (SN 101-2017)
- iv. Harrison Avenue Frontage Road over Madigan Creek (SN 101-2018)
- v. Vandiver Road over Madigan Creek (SN 101-2026)
- vi. Blackhawk Road over Kishwaukee River (SN 101-3087)
- vii. Genoa Road over Hackeys Creek (SN 101-5064)
- viii. Newburg Road over Manning Creek (SN 101-5082)

2. The Village shall pay County time and materials expended for the work performed by the County to perform any of the services on behalf of the Village under this Agreement.

3. In the event that the County does not have sufficient staff to perform its services as required under this Agreement, the County shall notify the Village of its inability to provide those services within thirty (30) days of the date the inspection reports due date, and the Village shall be authorized to contract with a consultant to provide the inspections and evaluations otherwise provided by the County. Completed original forms and all other inspection documents generated by the consultant shall be forwarded to the County for submittal to IDOT on or before the inspection due date.

4. The Village and the County shall indemnify and hold each other harmless for any and all claims made against each other, of any nature whatsoever, or other liabilities or damages incurred by the Village and the County due to any acts or omissions of the County and the Village in performing their obligations contained herein.

5. This document represents the complete agreement of the parties and supersedes any prior agreement or understanding to the extent that they are inconsistent with its terms.

6. All written notices under this Agreement shall be sent to or served upon the following persons at the following addresses:

County of Winnebago Highway Department
Attention: County Engineer
424 N. Springfield Avenue
Rockford, Illinois 61101

Village of Cherry Valley
Attention: Village Clerk
Village Hall
806 East State Street
Cherry Valley, Illinois 61016

Written notice may be served via mail or facsimile.

7. This Agreement may be signed in two (2) counterparts, each of which shall be an original, with the main effect as if the signatures thereto and hereto were upon the same instrument.

8. Except as otherwise provided for herein, this Agreement may not be amended, modified, or terminated, nor may any obligation hereunder be waived orally, and no such amendment, modification, termination, or waiver shall be effective for any purpose unless it is in writing, and bears the signatures of all parties hereto. However, the County or the Village may terminate the Agreement at any time upon providing thirty days prior written notice to the other party.

9. The Village shall pay the County for services provided under this Agreement pursuant to the terms of the Illinois Local Government Prompt Payment Act (50 ILCS 505/1, *et seq.*).

10. The County will perform inspections and submit the completed original forms and all other inspection documents to IDOT on or before the inspection due date and shall send copies to the Village. The County will be responsible for ensuring all submittals and updates are entered accurately by IDOT. The County will also provide the Village pictures and detailed notes depicting the general condition of the structures.

11. The County will remain Program Manager as it relates to NBIS structures and load rating evaluations. Any maintenance, rehabilitation, etc. are the sole responsibility of the Village. Any information on work performed by the Village on the Bridges will be reported to the County to update the Master Structure Report (S-107) as necessary and required.

IN WITNESS WHEREOF, the parties hereto have set their hand as to the date first referenced above.

COUNTY OF WINNEBAGO
ILLINOIS.

VILLAGE OF CHERRY VALLEY,
ILLINOIS.

Joseph Chiarelli
Board Chairman

David Schroeder, Village President

Attest:

Lori Gummow
County Clerk



Resolution Executive Summary

Prepared By: Winnebago County Highway Department

Committee: Public Works Committee

Committee Date: Tuesday, March 14, 2023

Resolution Title:

(23-006) Award of Bid for the 2023 County General Letting

Cost: \$1,798,450.71

C.B. District: County Wide

County Code: PWC Resolution #23-006

Board Meeting Date: Thursday, March 23, 2023

Budget Information:

Was item budgeted?	Yes	Appropriation Amount:	\$ 1,798,450.71
If not, explain funding source:			
ORG/OBJ/Project Code:		Budget Impact:	\$1,798,450.71

Background Information: This is the annual bid (general letting) for materials that are used to maintain our highways.

Recommendation:

Approval is necessary to purchase materials during the maintenance year (from April 1, 2023 to March 31, 2024).

Contract/Agreement:

Contracts will be signed with all successful bidders after awards are approved.

Legal Review:

By the State Attorney's office.

Follow-Up:

**RESOLUTION OF THE
COUNTY BOARD OF THE COUNTY OF WINNEBAGO, ILLINOIS
23-CR-**

**Submitted by: Public Works Committee
Sponsored by: Dave Tassoni**

AWARD OF BID FOR THE 2023 COUNTY GENERAL LETTING

We, your Public Works Committee, report that bids were received on Thursday, March 09, 2023, for materials to be used by the County Highway Department as shown on the attached bid tabulation. We recommend that the award, upon approval from IDOT, be made to the responsible low bidders as follows:

Group A-Culvert Pipes, Connecting Bands and Flared End Sections:
Metal Culverts Inc.

Group C-Bituminous Materials S.C (HFE-90):
Flint Hills Resources

NOTES:

Groups: D, E, G, H, I, II, J, K, L- will be awarded to all bidders based upon length of haul.

Groups: AA, AAA, F, N, O, P, Q & S- No Bids were received.

****The bid from MD Solutions for Groups N, M, O, P, Q, & S was rejected due to insufficient proposal Guarantee.***

Respectfully submitted
PUBLIC WORKS COMMITTEE

AGREE



Dave Tassoni, Chairman

Angela Fellars



Chris Scrol



Jim Webster

John Penney



John Guevara



Kevin McCarthy

DISAGREE

Dave Tassoni, Chairman

Angela Fellars

Chris Scrol

Jim Webster

John Penney

John Guevara

Kevin McCarthy

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

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

ATTEST:

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

2023 Winnebago County Highway General Bid Letting

METAL CULVERTS INC.

711 Heisinger Rd.

Jefferson City, MO

Low Bid-Group A

JEFFERSON CITY, MO

Group	Item	2023 Est. Qty	U of M	Unit Price	Total
A	Pipe Culvert Class C TY1 / 15"-30ft	10	EACH	535.80	5,358.00
A	Pipe Culvert Class C TY1 / 18"-30ft	17	EACH	636.30	10,817.10
A	Pipe Culvert Class C TY1 / 21"-30ft	2	EACH	736.80	1,473.60
A	Pipe Culvert Class C TY1 / 24"-30ft	3	EACH	1,065.00	3,195.00
A	Pipe Culvert Class C TY1 / 30"-30ft	1	EACH	1,307.70	1,307.70
A	Pipe Culvert Class C TY1 / 36"-30ft	3	EACH	1,559.70	4,679.10
A	Connecting Bands 15"	4	EACH	35.72	142.88
A	Connecting Bands 18"	9	EACH	42.42	381.78
A	Connecting Bands 24"	2	EACH	71.00	142.00
A	Connecting Bands 36"	1	EACH	103.98	103.98
A	Flared End Section 12"	14	EACH	80.40	1,125.60
A	Flared End Sections 15"	50	EACH	99.90	4,995.00
A	Flared End Sections 18"	10	EACH	129.40	1,294.00
A	Flared End Sections 24"	5	EACH	193.15	965.75
A	Flared End Sections 30"	1	EACH	385.30	385.30
A	Pipe Culvert C TY1 (EQRS) 18"-30'	6	EACH	676.80	4,060.80
A	Pipe Culvert C TY1 (EQRS) 21"-30'	4	EACH	787.20	3,148.80
A	Pipe Culvert C TY1 (EQRS) 24"-30'	5	EACH	1,126.60	5,633.00
A	Pipe Culvert C TY1 (EQRS) 30"-30'	1	EACH	1,368.90	1,368.90
A	Pipe Culvert C TY1 (EQRS) 36"-30'	1	EACH	1,631.40	1,631.40
A	Connecting Bands Arch 30"	1	EACH	91.26	91.26
A	Connecting Bands Arch 36"	1	EACH	108.76	108.76
A	Flared End Section Arch 36"	1	EACH	490.00	490.00
					52,899.71

2023 Winnebago County General Bid Letting				ASPHALT SALES COMPANY P.O. Box 1060 Jacksonville, IL UTICA, IL		FLINT HILLS RESOURCES 1550 Koch Ct Dubuque, IA 52001 <i>Low Bid-Group C</i> DUBUQUE, IA	
Group	Item	2023 Qty	Est. U of M	Unit Price	Total	Unit Price	Total
C	Bit. Material S.C. (HFE-90)	900	TON	709.00	638,100.00	632.15	568,935.00

[illegible][illegible]



Resolution Executive Summary

Prepared By: Winnebago County Highway Department

Committee: Public Works Committee

Committee Date: Tuesday, March 14, 2023

Resolution Title:

(23-007) Resolution Authorizing the Appropriation of Motor Fuel Tax (MFT) Funds for the Maintenance of County Highways

Cost: \$6,249,000

C.B. District: County Wide

County Code: PWC Resolution #23-007

Board Meeting Date: Thursday, March 23, 2023

Budget Information:

Was item budgeted?	Yes	Appropriation Amount: \$6,249,000
If not, explain funding source:		
ORG/OBJ/Project Code: 464 / 410, 420, 430		Budget Impact: \$6,249,000

Background Information: This is required by the State so that Motor Fuel Taxes (MFT) can be used for the maintenance of our highway infrastructure. It includes materials, labor, equipment, contract maintenance services, engineering, etc. The appropriation covers the maintenance year, which is from April 1, 2023 to March 31, 2024

Recommendation:

Required to charge the MFT fund

Contract/Agreement:

N/A

Legal Review:

By the State Attorney's office.

Follow-Up:

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

23-CR-

**SUBMITTED BY: PUBLIC WORKS COMMITTEE
SPONSORED BY: DAVE TASSONI**

**RESOLUTION AUTHORIZING THE APPROPRIATION OF MOTOR FUEL TAX
(MFT) FUNDS FOR THE MAINTENANCE OF COUNTY HIGHWAYS**

WHEREAS Winnebago County Highways need to be maintained and kept in proper repair on an annual basis; and

WHEREAS \$6,249,00.00 (six million two hundred forty nine thousand) needs to be appropriated from Motor Fuel Tax funds to pay for the maintenance and repairs of Winnebago County Highways; and

WHEREAS it is in the public interest to appropriate the needed MFT funds.

NOW, THEREFORE BE IT RESOLVED, by the County Board of the County of Winnebago, Illinois that the County Board Chairman is authorized to appropriate from the Motor Fuel Tax fund the sum of \$6,249,000.00 (six million two hundred forty nine thousand) to pay for maintenance and repairs of Winnebago County Highways as outlined on the "County Maintenance Resolution" in the form as substantially attached here to.

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

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

Respectfully submitted
PUBLIC WORKS COMMITTEE

AGREE



Dave Tassoni, Chairman

Angela Fellars




Chris Scrol



Jim Webster

John Penney



John Guevara



Kevin McCarthy

DISAGREE

Dave Tassoni, Chairman

Angela Fellars

Chris Scrol

Jim Webster

John Penney

John Guevara

Kevin McCarthy

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

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

ATTEST:

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



District	County	Resolution Number	Resolution Type	Section Number
2	Winnebago	23-007	Original	23-00000-00-GM

BE IT RESOLVED, by the Board of the County of
Governing Body Type Local Public Agency Type
Winnebago Illinois that there is hereby appropriated the sum of 6,249,000.00
Name of Local Public Agency
six million two hundred forty nine thousand Dollars (\$6,249,000.00)

of Motor Fuel Tax funds for the purpose of maintaining streets and highways under the applicable provisions of Illinois Highway Code from

04/01/23 to 03/31/24
Beginning Date Ending Date

BE IT FURTHER RESOLVED, that only those operations as listed and described on the approved Estimate of Maintenance Costs, including supplemental or revised estimates approved in connection with this resolution, are eligible for maintenance with Motor Fuel Tax funds during the period as specified above.

BE IT FURTHER RESOLVED, that County of Winnebago
Local Public Agency Type Name of Local Public Agency
 shall submit within three months after the end of the maintenance period as stated above, to the Department of Transportation, on forms available from the Department, a certified statement showing expenditures and the balances remaining in the funds authorized for expenditure by the Department under this appropriation, and

BE IT FURTHER RESOLVED, that the Clerk is hereby directed to transmit four (4) certified originals of this resolution to the district office of the Department of Transportation.

I Lori Gummow County Clerk in and for said County
Name of Clerk Local Public Agency Type Local Public Agency Type
 of Winnebago in the State of Illinois, and keeper of the records and files thereof, as
Name of Local Public Agency
 provided by statute, do hereby certify the foregoing to be a true, perfect and complete copy of a resolution adopted by the

Board of Winnebago at a meeting held on 03/23/23
Governing Body Type Name of Local Public Agency Date

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this Day day of Month, Year

(SEAL, if required by the LPA)

Clerk Signature & Date

APPROVED

Regional Engineer Signature & Date
 Department of Transportation

Submittal Type
Estimate of Maintenance Costs

District Estimate of Cost for

 County

Maintenance Period

Local Public Agency

County

Section Number

Beginning

Ending

Winnebago County Highway Dept.

Winnebago

23-00000-00-GM

04/01/23

03/31/24

Maintenance Items

Maintenance Operation	Maint Eng Category	Insp. Req.	Material Categories/ Point of Delivery or Work Performed by an Outside Contractor	Unit	Quantity	Unit Cost	Cost	Total Maintenance Operation Cost
Road & Shoulder Maintenance	III	Yes	Aggregates-All Grades	Sum	1	\$71,000.00	\$71,000.00	\$71,000.00
Road Salt & Aggregate Mix Materials	III	Yes	Road Salt & Mix Aggregate	Sum	1	\$1,300,000.00	\$1,300,000.00	\$1,300,000.00
Paving & Sealcoating	III	Yes	HMA, Emulsion, Aggregates, Pavement Fabric	Sum	1	\$1,200,000.00	\$1,200,000.00	\$1,200,000.00
Signs	III	Yes	Premade, Blanks, Rolled Goods, Posts, Anchors, & Misc. Supplies	Sum	1	\$20,000.00	\$20,000.00	\$20,000.00
Turf & Erosion	III	Yes	Silt, Snow Fence, Geo Fabric, Seed, Weed Control & Misc. Supplies	Sum	1	\$9,000.00	\$9,000.00	\$9,000.00
Road Striping	I	Yes	Road Paint & Beads	Sum	1	\$275,000.00	\$275,000.00	\$275,000.00
Culvert/Inlets	III	Yes	Pipes,-Metal & Plastic, Ends, Bands, Grates	Sum	1	\$50,000.00	\$50,000.00	\$50,000.00
23-00000-01-GM	IV		PCC Patching	Sum	1	\$150,000.00	\$150,000.00	\$150,000.00
23-00000-00-02-GM	IV		HMA Patching	Sum	1	\$100,000.00	\$100,000.00	\$100,000.00
23-00000-00-GM	IV		Latham Shoulder	Sum	1	\$350,000.00	\$350,000.00	\$350,000.00
Services			Mowing, Guardrail Repairs, Emergency Tree Removal & Patch	Sum	1	\$65,000.00	\$65,000.00	\$65,000.00
Total Operation Cost								\$3,590,000.00

Estimate of Maintenance Costs Summary

Maintenance	MFT Funds	RBI Funds	Other Funds	Estimated Costs
Local Public Agency Labor	\$1,000,000.00			\$1,000,000.00
Local Public Agency Equipment	\$1,400,000.00			\$1,400,000.00
Materials/Contracts(Non Bid Items)	\$9,000.00			\$9,000.00
Materials/Deliver & Install/Materials Quotations (Bid Items)	\$3,590,000.00			\$3,590,000.00
Formal Contract (Bid Items)				
Maintenance Total	\$5,999,000.00			\$5,999,000.00

Estimated Maintenance Eng Costs Summary

Maintenance Engineering	MFT Funds	RBI Funds	Other Funds	Total Est Costs
Preliminary Engineering	\$150,000.00			\$150,000.00
Engineering Inspection	\$20,000.00			\$20,000.00
Material Testing	\$20,000.00			\$20,000.00
Advertising				
Bridge Inspection Engineering	\$60,000.00			\$60,000.00
Maintenance Engineering Total	\$250,000.00			\$250,000.00

Total Estimated Maintenance

\$6,249,000.00			\$6,249,000.00
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Estimate of Maintenance Costs

Submittal Type

Local Public Agency		County	Section	Maintenance Period	
				Beginning	Ending
Winnebago County Highway Dept.		Winnebago	23-00000-00-GM	04/01/23	03/31/24

Remarks

SUBMITTED

Local Public Agency Official Signature & Date

Title

County Engineer/Superintendent of Highways Signature & Date

APPROVED

Regional Engineer Signature & Date

Department of Transportation



Resolution Executive Summary

Prepared By: Winnebago County Highway Department

Committee: Public Works Committee

Committee Date: Tuesday, March 14, 2023

Resolution Title:

(23-008) Resolution Authorizing the Approval of an Agreement with Fehr Graham & Associates for Professional Services.

Cost: \$45,000

C.B. District: 5

County Code: PWC Resolution #23-008

Board Meeting Date: Thursday, March 23, 2023

Budget Information:

Was item budgeted?	Yes	Appropriation Amount:	\$ 45,000
If not, explain funding source:			
ORG/OBJ/Project Code:	461-46331	Budget Impact:	\$ 45,000

Background Information: This is to perform surveying services for the Owen Center Road safety project from Riverside Blvd. to Latham Road. It will include field investigation for property corners and monuments, right-of-way drawings and topographic surveys. The Highway Department received \$2,657,433 from IDOT's Highway Safety Improvement Program (HSIP) for this project.

Recommendation:

We recommend approval to proceed with this project. The highway department does not have a license surveyor in staff. Design engineering will be in-house

Contract/Agreement:

After approval by the County Board

Legal Review:

By the State Attorney's office.

Follow-Up:

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

23-CR-XXX

**SUBMITTED BY: PUBLIC WORKS COMMITTEE
SPONSORED BY: DAVE TASSONI**

**RESOLUTION AUTHORIZING THE APPROVAL OF AN AGREEMENT WITH
FEHR GRAHAM & ASSOCIATES FOR PROFESSIONAL SERVICES
(SECTION 22-00712-00-SP)**

WHEREAS the Winnebago County Highway Department has received some \$2,657,433 from the Illinois Department of Transportation's (IDOT), Highway Safety Improvement Program (HSIP) to improve Owen Center Road from West Riverside Boulevard to Latham Road; and

WHEREAS, there is insufficient County Highway Engineering staff to cover the topographic survey along with the need to have a licensed land surveyor perform the right-of-way survey; and

WHEREAS, Fehr Graham has agreed to provide a right-of-way and topographic survey of Owen Center Road from West Riverside Boulevard to Latham Road for a not to exceed price of \$45,000; and

WHEREAS it would be in the public interest to enter into the attached Land Surveying Services Agreement (AGREEMENT) to provide a right-of-way and topographic survey of Owen Center Road from West Riverside Boulevard to Latham Road for the not to exceed price of \$45,000.

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 Land Surveying Services Agreement with Fehr Graham at a not to exceed price of \$45,000, 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

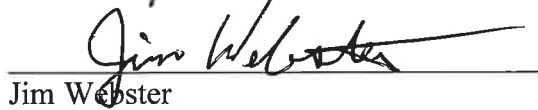


Dave Tassoni, Chairman

Angela Fellars



Chris Scrol



Jim Webster

John Penney



John Guevara



Kevin McCarthy

DISAGREE

Dave Tassoni, Chairman

Angela Fellars

Chris Scrol

Jim Webster

John Penney

John Guevara

Kevin McCarthy

The County Board of the County of Winnebago, Illinois this _____ day of _____, 2023, 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

March 3, 2023

Mr. Frank Hodina
Winnebago County Highway Department
424 N. Springfield Ave
Rockford, Illinois 61101

RE: Land Surveying Services: Right of Way Survey and Topography for Owen Center Road from West Riverside Boulevard north to Latham Road

Dear Mr. Hodina:

In response to your request, we are pleased to present you with this scope of work for Professional Land Surveying Services. Below is our understanding of the Scope of Services desired and our estimate of fees to complete these tasks.

SCOPE OF SERVICES

Establish existing right-of-way along Owen Center Road from West Riverside Blvd. to Latham Rd. Work to include field survey and investigation of existing monumented right of way corners, right of way computation and analysis, and final drawings of existing right of way. Project to also include topographic surveys of Owen Center Rd within the Right of Way for the same extent.

FEES

Based on the information available at this time, we are prepared to provide these services as outlined for the following fee amount:

Not to exceed fee of \$45,000

EXCLUSIONS

The following items are **not** included in the scope of services:

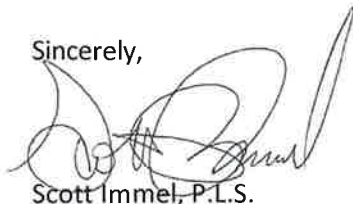
- » Preparing individual Parcel Plats

Additional items requested outside the above-specified scope can be completed as directed for an additional fee.

We appreciate the opportunity to provide you with this proposal. If this proposal meets your approval, please sign and return the attached Agreement for Professional Services, which will serve as your official authorization for us to proceed with the proposed work scope. We estimate time of completion to be approximately 8 weeks from the receipt of authorization to proceed.

If you should have any questions, please do not hesitate to contact me.

Sincerely,



Scott Immel, P.L.S.
Land Surveyor

SI:ted

N:\Proposals\2023\Marc Smith\WCHD\Owen Center Road\WCHD - Owen Center Road ROW Proposal.docx

Client Frank Hodina
Winnebago County Highway Department, Illinois
424 North Springfield Avenue
Rockford, IL 61101-5097

Description of Services:

Winnebago County Highway Department, Illinois - WCHD-ROW Survey & Topo Owen Center Rd

Fehr Graham will provide professional services as related to establishing existing right-of-way along Owen Center Road from West Riverside Blvd. to Latham Rd. Work to include field survey and investigation of existing monumented right of way corners, right of way computation and analysis, and final drawings of existing right of way. Project to also include topographic surveys of Owen Center Rd within the Right of Way for the same extent as detailed in our proposal letter dated March 3, 2023.


COST: You will be billed on a time and material basis as per the annually established fee schedule.

The fee for performing the above services is estimated to be \$45,000.00

The attached General Conditions are incorporated into and made a part of this Agreement.

ACCEPTED AND AGREED TO:

I/we, the undersigned, authorize Fehr Graham to provide services as outlined above, and also agree that I/we are familiar with and **ACCEPT THE TERMS OF THE ATTACHED GENERAL CONDITIONS.**

CLIENT:	CONSULTANT:
Signature _____	By  _____
Name _____	Name <u>Seth W. Gronewold</u>
Title _____	Title <u>Principal</u>
Date Accepted _____	Date Proposed <u>March 3, 2023</u>

GENERAL CONDITIONS TO AGREEMENT FOR PROFESSIONAL SERVICES

1. The Client requests the professional services of Fehr Graham hereinafter called "The Consultant" as described herein.
2. The Consultant agrees to furnish and perform the professional service described in this Agreement in accordance with accepted professional standards. Consultant agrees to provide said services in a timely manner, provided, however, that Consultant shall not be responsible for delays in completing said services that cannot reasonably be foreseen on date hereof or for delays which are caused by factors beyond his control or delays resulting from the actions or inaction of any governmental agency. Consultant makes no warranty, expressed or implied, as to his findings, recommendations, plans and specifications or professional advice except that they were made or prepared in accordance with the generally accepted engineering practices.
3. It is agreed that the professional services described in the Agreement shall be performed for Client's account. After receipt of bills for said services and all supporting documentation necessary for the Client to verify the satisfactory delivery of work on said services, payment is due on said bills pursuant to Illinois' Local Government Prompt Payment Act, 50 ILCS 505/1 et seq.
4. The Client and the Consultant each binds himself, his partners, successors, executors, and assigns to the other party to this agreement and to the partners, successor, executors, and assigns of such other party in respect to this agreement.
5. The Client shall be responsible for payment of all costs and expenses incurred by the Consultant for his account, including any such monies that the Consultant may advance for Client's account for purposes consistent with this Agreement.
6. The Consultant reserves the right to withdraw this Agreement if not accepted within 30 days.
7. The Consultant shall present, for the consideration of the Client, engineering and technical alternatives, based upon its knowledge and experience in accordance with accepted professional standards, with selection of alternatives and final decisions as requested by the client to be the sole responsibility of the Client.
8. Construction Phase Activities (When applicable) - In connection with observations of the work of the Contractor(s) while it is in progress the Consultant shall make visits to the site at intervals appropriate to the various stages of construction as the Consultant deems necessary in Agreement to observe as an experienced and qualified design professional the progress and quality of the various aspects of the Contractor(s)'s work. Based on information obtained during such visits and on such observation, the Consultant shall endeavor to determine in general if such work is proceeding in accordance with the Contract Documents and the Consultant shall keep the Client informed of the progress of the work.

The purpose of the Consultant's visits to the site will be to enable the Consultant to better carry out the duties and responsibilities assigned to and undertaken by the Consultant during the Construction Phase, and, in addition, by exercise of the Consultant's efforts as an experienced and qualified design professional, to provide for the Client a greater degree of confidence that the completed work of the Contractor(s) will conform generally to the Contract Documents and that the integrity of the design concept as reflected in the Contract Documents has been implemented and preserved by the Contractor(s). The Consultant shall not, during such visits or as a result of such observations of Contractor(s)' work in progress, supervise, direct or have control over Contractor(s)' work nor shall the Consultant have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected by Contractor(s), for safety precautions and programs incident to the work of Contractor(s) or for any failure of Contractor(s) to comply with laws, rules, regulations, ordinances, codes, or orders applicable to Contractors(s) furnishing and performing their work. Accordingly, the Consultant can neither guarantee the performance of the construction contracts by Contractor(s) nor assume responsibility for Contractor(s)' failure to furnish and perform their work in accordance with the Contract Documents.
9. Estimates of Fees – When fees are on a time and material basis the estimated costs required to complete the services to be performed are made on the basis of the Consultant's experience, qualifications, and professional judgment, but are not guaranteed. If the costs appear likely to exceed the estimate in excess of 20%, the Consultant will notify the Client before proceeding. If the Client does not object to the additional costs within seven (7) days of notification, the increased costs shall be deemed approved by the Client.
10. The Consultant is responsible for the safety on site of his own employees. This provision shall not be construed to relieve the Client or the Contractor(s) from their responsibility for maintaining a safe work site. Neither the professional services of the Consultant, nor the presence of his employees or subcontractors shall be construed to imply that the Consultant has any responsibility for any activities on site performed by personnel other than the Consultant's employees or subcontractors.
11. Original survey data, field notes, maps, computations, studies, reports, drawings, specifications and other documents generated by the Consultant are instruments of service and shall remain the property of the Consultant. The Consultant shall provide copies to the Client of all documents specified in the Description of Services.

Any documents generated by the Consultant are for the exclusive use of the Client and any use by third parties or use beyond the intended purpose of the document shall be at the sole risk of the Client. To the fullest extent permitted by law, the Client shall indemnify, defend and hold harmless the Consultant for any loss or damage arising out of the unauthorized use of such documents.

12. No claim may be asserted by either party against the other party unless an action on the claim is commenced within two (2) years after the date of the Consultant's final invoice to the Client.
13. If a Client's Purchase Order form or acknowledgment or similar form is issued to identify the agreement, authorize work, open accounts for invoicing, provide notices, or document change orders, the preprinted terms and condition of said Purchase Order shall be superseded by the terms hereof.
14. Standard of Care – Services performed by Consultant under this agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions. No other representation expressed or implied, and no warranty or guarantee is included or intended in any report, opinion or document under this agreement.
15. Liability Insurance – Consultant will maintain such liability insurance as is appropriate for the professional services rendered as described in this Agreement. Consultant shall provide Certificates of Insurance to Client, upon Client's request, in writing.
16. Indemnification and Limitation of Liability – Client and Consultant each agree to indemnify and hold the other harmless, including their respective officers, employees, agents, members, and representatives, from and against liability for all claims, costs, losses, damages and expense, however, not including reasonable attorney's fees, to the extent such claims, losses, damages or expenses are caused by the indemnifying party's acts, errors or omissions.

The Client understands that for the compensation herein provided Consultant cannot expose itself to liabilities disproportionate to the nature and scope hereunder. Therefore, the Client agrees to limit Consultant's liability to the Client arising from Consultant's professional acts, errors or omissions, such that the total aggregate liability of Consultant shall not exceed \$50,000 or Consultant's total fee for services rendered on this Project, whichever is less.

17. Allocation of Risk – Consultant and Client acknowledge that, prior to the start of this Agreement, Consultant has not generated, handled, stored, treated, transported, disposed of, or in any way whatsoever taken responsibility for any toxic substance or other material found, identified, or as yet unknown at the Project premises. Consultant and Client further acknowledge and understand that the evaluation, management, and other actions involving toxic or hazardous substances that may be undertaken as part of the Services to be performed by Consultant, including subsurface excavation or sampling, entails uncertainty and risk of injury or damage. Consultant and Client further acknowledge and understand that Consultant has not been retained to serve as an insurer of the safety of the Project to the Client, third parties, or the public.

Client acknowledges that the discovery of certain conditions and/or taking of preventative measures relative to these conditions may result in a reduction of the property's value. Accordingly, Client waives any claim against Consultant and agrees to indemnify, defend, and hold harmless Consultant and its subcontractors, consultants, agents, officers, directors, and employees from any claim or liability for injury or loss allegedly arising from procedures associated with environmental site assessment (ESA) activities or the discovery of actual or suspected hazardous materials or conditions. Client releases Consultant from any claim for damages resulting from or arising out of any pre-existing environmental conditions at the site where the work is being performed which was not directly or indirectly caused by and did not result from, in whole or in part, any act or omission of Consultant or subcontractor, their representatives, agents, employees, and invitees.

If, while performing the Services set forth in any Scope of Services, pollutants are discovered that pose unanticipated or extraordinary risks, it is hereby agreed that the Scope of Services, schedule, and costs will be reconsidered and that this Agreement shall immediately become subject to renegotiation or termination. Client further agrees that such discovery of unanticipated hazardous risks may require Consultant to take immediate measures to protect health and safety or report such discovery as may be required by law or regulation. Consultant shall promptly notify Client upon discovery of such risks. Client, however, hereby authorizes Consultant to take all measures Consultant believes necessary to protect Consultant and Client personnel and the public. Furthermore, Client agrees to compensate Consultant for any additional costs associated with such measures.

18. In the event of legal action to construe or enforce the provisions of this agreement, the prevailing party shall not be entitled to collect reasonable attorney fees, court costs and related expenses from the losing party..
19. Termination – The obligation to provide further services under this Agreement may be terminated by either party upon seven (7) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. In the event of any termination, Consultant will be paid for all services rendered to the date of receipt of written notice of termination.
20. Provision Severable – The unenforceability or invalidity of any provisions hereof shall not render any other provisions herein contained unenforceable or invalid.
21. Governing Law and Choice of Venue – Client and Consultant agree that this Agreement will be governed by, construed, and enforced in accordance with the laws of the State of Illinois. If there is a lawsuit, Client and Consultant agree that the dispute shall be submitted to the jurisdiction of the 17th Judicial Circuit Court in and for Winnebago County, Illinois.

2023 Personnel Chargeout Rates

Principal	\$200 - 270
Senior Project Manager	\$160 - 250
Project Manager	\$120 - 230

Engineering	
Lead Structural Engineer	\$190 - 220
Electrical Engineer	\$170 - 190
Senior Project Engineer	\$120 - 180
Project Engineer	\$110 - 160
CAD Manager	\$120 - 140
Designer	\$80 - 120
Staff Engineer	\$100 - 130
Engineer	\$80 - 170
Senior Structural Engineer	\$160 - 190
Senior Resident Engineer	\$120 - 160
Water/Wastewater Op Specialist	\$120 - 150
Senior Engineering Technician	\$90 - 160
Associate Engineering Technician	\$70 - 110
Engineering Technician	\$60 - 110

Landscape Architect Project Manager	\$135-184
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GIS Specialist	\$90 - 100
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Surveying	
Survey Manager	\$170 - 180
Land Surveyor	\$110 - 140
Surveyor	\$100 - 130
Survey Crew Chief	\$90 - 120
Survey Technician	\$60 - 90

Environmental Health and Safety	
Senior Project EHS Scientist	\$125 - 165
Senior EHS Scientist	\$110 - 150
EHS Project Scientist	\$100 - 140
EHS Scientist	\$90 - 120
EHS Specialist	\$70 - 110
EHS Technician	\$70 - 120
Project Hydrogeologist	\$90 - 130
Geologist	\$70 - 90
Staff Hydrogeologist	\$80 - 110
Hydrogeologist	\$70 - 100
Biologist	\$90 - 120

IT Consultant	\$70 - 160
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Grant Writer/Community Development Specialist	\$90 - 120
Project Coordinator	\$70 - 120
Project Administrator	\$70 - 120
Project Assistant	\$79

Charges for expert testimony will be at a rate 1.5 times the standard hourly rate. Minimum 4 hours. Overtime hours charged at standard rates when Fehr Graham controls scheduling. Reimbursable Direct Expenses will be charged at invoice cost + 15%.

P:\Business Systems\Job Set\2023\2023 Emp Chargeout Rates - Ranges.docx

Public Safety & Judiciary Committee



Resolution Executive Summary

Prepared By: Tammie Stanley
Committee: Public Safety and Judiciary Committee
Committee Date: March 15, 2023
Resolution Title: Resolution Approving an Intergovernmental Agreement Between the County of Winnebago and South Beloit Community School District No. 320 for School Resource Officer Program
County Code: Winnebago County Purchasing Ordinance
Board Meeting Date: March 23, 2023

Budget Information:

Was item budgeted?	Yes	Appropriation Amount:	n/a
If not, explain funding source:			
ORG/OBJ/Project Code:		40115-43150	Budget Impact: n/a

Background Information:

The Winnebago County Sheriff's Office already provides police services to the South Beloit School District. The Winnebago County Sheriff's Office proposes to accept a police-servicing contract with the South Beloit School District for an additional five years.

Recommendation:

Deputy Chief, Tammie Stanley recommends the five year policing agreement.

The Winnebago County Sheriff's Office will provide police services as agreed to the South Beloit School District.

Contract/Agreement: SAO reviewed agreement and recommendations were incorporated.

Follow-Up: The Winnebago County Sheriff's Office will proceed with agreement(s) executions.

County Board Meeting: March 23, 2023

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

2023 CR _____

SUBMITTED BY: PUBLIC SAFETY AND JUDICIARY COMMITTEE

SPONSORED BY: BRAD LINDMARK

**RESOLUTION APPROVING AN INTERGOVERNMENTAL
AGREEMENT BETWEEN THE COUNTY OF WINNEBAGO AND
SOUTH BELOIT COMMUNITY SCHOOL DISTRICT NO.
320 FOR 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 Board of Education of South Beloit Community Unit School District No. 320 (hereinafter "the School District" or "District") is a duly organized and existing school district and body politic of the State of Illinois; and

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 a School Resource Officer 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 and posting 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; and

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 Board of Education of South Beloit Community Unit School District No. 320, 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 & JUDICIARY COMMITTEE

Agree

Disagree

Brad Lindmark, Chairperson

Brad Lindmark, Chairperson

Aaron Booker

Aaron Booker

Jean Crosby

Jean Crosby

Angie Goral

Angie Goral

Kevin McCarthy

Kevin McCarthy

Tim Nabors

Tim Nabors

Chris Scrol

Chris Scrol

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

ATTESTED BY:

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

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

**INTERGOVERNMENTAL AGREEMENT
FOR SOUTH BELOIT
(SCHOOL RESOURCE OFFICER PROGRAM)**

This Intergovernmental Agreement (hereinafter "Agreement") is made this _____ day of _____, 2023 by and between the Board of Education of South Beloit Community Unit School District No. 320 (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 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 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 Parties hereto; the School District and the Sheriff 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 Officer's (hereinafter referred to as "SRO") services, as detailed in Appendix A.

Beginning in the 2023-2024 school year and continuing through the 2028-2029 school year, the District shall compensate the Sheriff for the School Resource Officer Program over an annual 10-month period starting in August. 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 will 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 will 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:

A. The Sheriff shall provide a School Resource Officer within the corporate limits of the City of South Beloit as follows:

1. The Sheriff shall assign one regularly employed police officer to the Program.
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. 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 SRO.
 - 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 event, the compensation paid by the District to the Sheriff shall be proportionately reduced.
- C. If the SRO assigned to the School District is absent on vacation, sick time, training days, 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 established patrol uniform 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 regards 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 Officer 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.

2. The District shall provide the books, handout material, or other materials necessary to support the SRO's teaching curriculum.
3. 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 an 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. The SRO shall not be used for regular assigned lunchroom duties, hall monitoring or other monitoring duties.
4. The District shall purchase and 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.

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 agree to defend, indemnify, and hold the District harmless from any 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 judgements, including reasonable attorney's fees, as a result of the negligent, 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 Sheriff and the District, including those under the Tort Immunity Act.

X. DISMISSAL OF SCHOOL RESOURCE OFFICE; REPLACEMENT

1. In the event the District Superintendent believes that an 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 Officer 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 Officer 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 the 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 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 five (5) 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 parties are as follows:

If to the County:

Winnebago County Administrator
Winnebago County Administration Building
404 Elm Street
Rockford, IL 61102

If to Sheriff:

Winnebago County Sheriff
Winnebago County Justice Center
650 W. State Street
Rockford, IL 61102

If to School District:

Superintendent of Schools
South Beloit Community Unit
School District No. 320
850 Hayes Ave.
South Beloit, IL 61080

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, 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 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.

IN WITNESS WHEREOF, the undersigned Parties hereby place their hand and seal on the dates hereinafter set forth.

**Board of Education of South
Beloit Community Unit School
District No. 320**

Winnebago County Sheriff's Office

By: _____
President

By: _____
Gary Caruana
Winnebago County Sheriff

Date: _____

Attest: _____
Secretary

Date: _____

County of Winnebago, Illinois

By: _____
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

Date: _____

Appendix A

Pursuant to *Section IV. Financing the School Resource Officer Program* of the MOU, the Parties agree to the following compensation terms:

1. Other than as specified in paragraph 3, below, the amount payable by the District for the SRO for the 2023-2024 school year will not exceed \$108,100.32.
2. The parties agree that for the 2024-2025 school year, this MOU 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 MOU 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 and its' Deputy Sheriffs. In no event will the District's costs exceed five percent (5%) from the prior year.
3. The parties agree that for the 2025-2026 school year, this MOU 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 MOU 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 and its' Deputy Sheriffs. In no event will the District's costs exceed five percent (5%) from the prior year.
4. The parties agree that for the 2026-2027 school year, this MOU 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 MOU 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 and its' Deputy Sheriffs. In no event will the District's costs exceed five percent (5%) from the prior year.
5. The parties agree that for the 2027-2028 school year, this MOU 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 MOU 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 and its' Deputy Sheriffs. In no event will the District's costs exceed five (5) percent from the prior year.

6. 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 2023-2024 school year, such overtime costs payable by the District shall not exceed \$16,500.00 In the event overtime is necessary with said continued coverage for the 2024-2028 school year, said overtime amount shall be negotiated by the Sheriff and the District.
7. Payments for such services shall be billed and made quarterly.



Resolution Executive Summary

Prepared By: Animal Services Department

Committee: Public Safety & Judiciary

Committee Date: March 15, 2023

Resolution Title: Resolution to Approve the Purchase of Two-Way Radios for the Animal Services Department Staff with Animal Services Donation Funds

County Code: Chapter 14 – Animal Control Ordinance

Board Meeting Date: March 23, 2023

Budget Information:

Was item budgeted?	No	Appropriation Amount:	\$5,530
If not, explain funding source: Animal Services Donation Fund			
ORG/OBJ/Project Code: 83000/42290		Budget Impact: No impact on operations budget	

Background Information: It is important that the staff in various areas of the building be able to quickly and effectively communicate with staff in other areas of the facility. Much of the work of department staff takes place away from a desk and phone. This is especially true of the animal care staff/management and the staff who are attempting to reach them with relevant information. Management was asked to investigate the possibility of adding two-way radios. After working with the IT department to evaluate options for radios, the following advantages of two-way radios were observed:

- Improved communication. Two-way radios allow staff members to communicate quickly and easily without the need for phone calls or trips to another part of the facility.
- Increased efficiency. With two-way radios, staff can coordinate tasks more efficiently and complete their work more quickly and with greater accuracy.
- Enhanced safety. Two-way radios can be especially helpful in emergency situations, allowing staff members to quickly communicate with each other and coordinate a response. Currently this is accomplished by use of a body-worn panic button which sounds a general alarm in case of emergency. That alarm, however, does not tell where or what the emergency is.

The IT department has coordinated a quote from Rock River Service Company to provide 11 two-way radios and charging stations. Rock River Service Company's pricing also includes a three year warranty, three years of support, and performance any required programming.

Recommendation: Approve the use of animal services donation funds to acquire two-way radios and charging stations.

Contract/Agreement: Quote is included here.

Legal Review: NA

Follow-Up: If approved, department will coordinate a purchase order to Rock River Service Company to purchase equipment utilizing department donation funds as the funding source.



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

Sponsored by: Brad Lindmark, Committee Chairman
Submitted by: Public Safety and Judiciary Committee

**RESOLUTION TO APPROVE THE PURCHASE OF TWO-WAY RADIOS FOR THE
ANIMAL SERVICES DEPARTMENT STAFF WITH ANIMAL SERVICES DONATION FUNDS**

WHEREAS, the County of Winnebago Animal Services Department (Animal Services) desires to purchase two-way radios for its staff in order to improve communication, increase efficiency and enhance safety within its facility; and

WHEREAS, Animal Services and the IT Department have coordinated a quote from Rock River Service Company to provide 11 two-way radios and charging stations; and

WHEREAS, the Public Safety and Judiciary Committee of the County Board for the County of Winnebago, Illinois has reviewed the quote with Rock River Service Company, Resolution Exhibit A and recommends its approval.

NOW, THEREFORE, BE IT RESOLVED, by the County Board of the County of Winnebago, Illinois, that the County of Winnebago, Illinois will issue a Purchase Order with Rock River Service Company in the amount of FIVE THOUSAND FIVE-HUNDRED AND THIRTY DOLLARS (\$5,530.00).

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

BE IT FURTHER RESOLVED, the Clerk of the County Board is hereby authorized and directed to prepare and deliver certified copies of this Resolution to the Administrator of the Winnebago County Animal Services Department, Director of Purchasing, Finance Director, County Board Office and County Auditor.

**Respectfully submitted,
PUBLIC SAFETY AND JUDICIARY COMMITTEE**

AGREE

DISAGREE

BRAD LINDMARK, CHAIRMAN

BRAD LINDMARK, CHAIRMAN

AARON BOOKER

AARON BOOKER

KEVIN MCCARTHY

KEVIN MCCARTHY

JEAN CROSBY

JEAN CROSBY

CHRIS SCROL

CHRIS SCROL

ANGIE GORAL

ANGIE GORAL

TIM NABORS

TIM NABORS

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

ATTESTED BY:

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

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



Rock River Service Company

COMMUNICATIONS CENTER OF ROCKFORD | ACCESS CONTROL SYSTEMS
2222 Charles Street • Rockford, Illinois • 815-226-1280

February 7, 2023

Brett Frasier
Winnebago County Animal Services

Brett,

Please find the following quote radios. The SL300 includes a holster w/belt clip and hand strap. Both can be attached to the radio at the same time. They also include programming & 3 year warranty. I also added some charging options. I didn't add audio accessories because they don't work particularly well with these units (I recommend bluetooth on a slightly different model if you need audio accessories). These units work well and are very light.

- | | |
|--|--------|
| • 11 X Motorola SL300 kits @ \$458 each | \$5038 |
| • 6 X Motorola SL300 single charger @ \$44 | \$264 |
| • 1 X Motorola SL300 Multi charger (6) | \$228 |
| • Total - \$5530 | |

Sincerely,

Dave Carter
RRSC





Resolution Executive Summary

Prepared By: Animal Services Department

Committee: Public Safety & Judiciary

Committee Date: March 15, 2023

Resolution Title: Resolution to Approve the Purchase of Neogov Software with Animal Services Donation Funds

County Code: Chapter 14 – Animal Control Ordinance

Board Meeting Date: March 23, 2023

Budget Information:

Was item budgeted? No	Appropriation Amount: \$10,182.50 first year, \$14,453.25 second year
If not, explain funding source: Animal Services Donation Fund	
ORG/OBJ/Project Code: 83000/42210	Budget Impact: No impact on operations budget

Background Information: NeoGov is a leading provider of software solutions for government/public sector entities and offers two modules which would meet this need. Additionally, NeoGov offers a product known as GovernmentJobs.com which is a subscription-based hiring site specifically built for those seeking work at a public sector employer such as county government. After viewing demos of the NeoGov software solutions (as well as solutions from other providers), the department is interested in purchasing and implementing the following solutions from NeoGov:

- **PowerPolicy.** This software will streamline and standardize our policy management and create a central location for storing and updating policies. The system will allow us to quickly communicate new or updated policy changes to staff and provide an audit trail that tracks policy changes and employee acknowledgements.
- **Perform.** This software will streamline the performance review process and make it easier for managers and staff to set and track goals, provide feedback, and conduct performance appraisals. Performance appraisal templates can be customized to ensure that they meet department needs and so that managers can track performance trends and identify areas for improvement.
- **GovernmentJobs.com.** This tool is a hiring platform designed specifically for the needs of public sector agencies like animal services. For the department, it will provide job posting, resume management, and applicant tracking. We will be placing our open positions on a website seen by those job-seekers looking specifically for work within the public sector.

There is a significant discount of 50% for year one of working with NeoGov. A two-year agreement is required to take advantage of that discount. Pricing is as noted on the quotes attached and is summarized here:





Resolution Executive Summary

Product name	Year 1 Price	Year 2 Price
PowerPolicy	\$2,946.50	\$6,187.65
PowerPolicy Setup	\$1,500	\$0
Perform	\$3,536	\$7,426
Perform Setup	\$1,800	\$0
GovernmentJobs.com	\$400	\$840
Total	\$10,182.50	\$14,453.25

Recommendation: Approve the use of animal services department donation funds to purchase two years of the NeoGov software solutions as quoted.

Contract/Agreement: Quote is included here.

Legal Review: NA

Follow-Up: If approved, department will coordinate a purchase order to NeoGov utilizing department donation funds as the funding source and begin the process of onboarding the software solution.



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

Sponsored by: Brad Lindmark, Committee Chairman
Submitted by: Public Safety and Judiciary Committee

**RESOLUTION TO APPROVE THE PURCHASE OF NEOGOV SOFTWARE
WITH ANIMAL SERVICES DONATION FUNDS**

WHEREAS, the County of Winnebago Animal Services Department desires to purchase two (2) years of NeoGov software for policy management, streamline the performance review process and assist with hiring processes; and

WHEREAS, the Public Safety and Judiciary Committee of the County Board for the County of Winnebago, Illinois has reviewed the quote with NeoGov, Resolution Exhibit A and recommends its approval.

NOW, THEREFORE, BE IT RESOLVED, by the County Board of the County of Winnebago, Illinois, that the County of Winnebago, Illinois will issue a Purchase Order with NeoGov in the total amount of TWENTY-FOUR THOUSAND SIX-HUNDRED AND THIRTY-FIVE DOLLARS AND SEVENTY-FIVE CENTS (\$24,635.75).

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

BE IT FURTHER RESOLVED, the Clerk of the County Board is hereby authorized and directed to prepare and deliver certified copies of this Resolution to the Administrator of the Winnebago County Animal Services Department, Director of Purchasing, Finance Director, County Board Office and County Auditor.

**Respectfully submitted,
PUBLIC SAFETY AND JUDICIARY COMMITTEE**

AGREE

DISAGREE

BRAD LINDMARK, CHAIRMAN

BRAD LINDMARK, CHAIRMAN

AARON BOOKER

AARON BOOKER

KEVIN MCCARTHY

KEVIN MCCARTHY

JEAN CROSBY

JEAN CROSBY

CHRIS SCROL

CHRIS SCROL

ANGIE GORAL

ANGIE GORAL

TIM NABORS

TIM NABORS

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

ATTESTED BY:

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

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



NEOGOV

HUMAN RESOURCES MANAGEMENT SUITE

for the public sector

Exhibit A Order Form

NEOGOV

NEOGOV

Customer:

Governmentjobs.com, Inc. (dba "NEOGOV")
2120 Park Pl, Suite 100
El Segundo, CA 90245
United States
billing@neogov.com
Sales Rep: Riley Bailey

Winnebago County Animal Services (IL)
4517 N Main St
Rockford, IL 61103
USA

Quote Valid From: 2/7/2023
Quote Valid To: 3/31/2023

Quote Number: Q-09117
PaymentTerms: Annual,Net 30
Subscription Term in Months: 24

Employee Count: 37
Order Summary

Year 1

Service Description	Start Date	End Date	Discount	Term Price
Perform Subscription			50%	\$3,536.00
Year 1 TOTAL:				\$3,536.00

Year 2

Service Description	Start Date	End Date	Discount	Term Price
Perform Subscription				\$7,425.60
Year 2 TOTAL:				\$7,425.60

Year 1

Service Description	Start Date	End Date	Discount	Term Price
Perform Setup			50%	\$1,800.00
Year 1 TOTAL:				\$1,800.00

ORDER TOTAL: **\$12,761.60**



A. Terms and Conditions

1. Agreement. This Ordering Document and the Services purchased herein are expressly conditioned upon the acceptance by Customer of the terms of the NEOGOV Services Agreement either affixed hereto or the version most recently published prior to execution of this Ordering Form available at <https://www.neogov.com/service-specifications>. Unless otherwise stated, all capitalized terms used but not defined in this Order Form shall have the meanings given to them in the NEOGOV Services Agreement.
2. Effectiveness & Modification. Neither Customer nor NEOGOV will be bound by this Ordering Document until it has been signed by its authorized representative (the "Effective Date"). Unless otherwise stated in this Ordering Document, all SaaS Subscriptions shall commence on the Effective Date. This Ordering Document may not be modified or amended except through a written instrument signed by the parties.
3. Summary of Fees. Listed above is a summary of Fees under this Order. Once placed, your order shall be non-cancelable and the sums paid nonrefundable, except as provided in the Agreement.
4. Order of Precedence. This Ordering Document shall take precedence in the event of direct conflict with the Services Agreement, applicable Schedules, and Service Specifications.

B. Special Conditions (if any).

**"Winnebago County
Animal Services (IL)"**

Signature:

Print Name:

Date:

A photograph of four diverse professionals (three men and one woman) smiling and collaborating in a meeting. They are gathered around a table, with a brick wall in the background. The image is partially covered by a blue overlay at the bottom.

NEOGOV

HUMAN RESOURCES MANAGEMENT SUITE

for the public sector

Exhibit A Order Form

NEOGOV

NEOGOV

Customer:

Governmentjobs.com, Inc. (dba "NEOGOV")
2120 Park Pl, Suite 100
El Segundo, CA 90245
United States
billing@neogov.com
Sales Rep: Riley Bailey

Winnebago County Animal Services (IL)
4517 N Main St
Rockford, IL 61103
USA

Quote Valid From: 2/1/2023
Quote Valid To: 3/31/2023

Quote Number: Q-09030
PaymentTerms: Annual,Net 30
Subscription Term in Months: 24

Employee Count: 37
Order Summary

Year 1

Service Description	Start Date	End Date	Discount	Term Price
PowerPolicy Subscription			50%	\$2,946.50
Governmentjobs.com Subscription			50%	\$400.00
Year 1 TOTAL:				\$3,346.50

Year 2

Service Description	Start Date	End Date	Discount	Term Price
PowerPolicy Subscription				\$6,187.65
Governmentjobs.com Subscription				\$840.00
Year 2 TOTAL:				\$7,027.65

Year 1

Service Description	Start Date	End Date	Discount	Term Price
PowerPolicy Setup			50%	\$1,500.00
Year 1 TOTAL:				\$1,500.00

ORDER TOTAL:

\$11,874.15



A. Terms and Conditions

1. Agreement. This Ordering Document and the Services purchased herein are expressly conditioned upon the acceptance by Customer of the terms of the NEOGOV Services Agreement either affixed hereto or the version most recently published prior to execution of this Ordering Form available at <https://www.neogov.com/service-specifications>. Unless otherwise stated, all capitalized terms used but not defined in this Order Form shall have the meanings given to them in the NEOGOV Services Agreement.
2. Effectiveness & Modification. Neither Customer nor NEOGOV will be bound by this Ordering Document until it has been signed by its authorized representative (the "Effective Date"). Unless otherwise stated in this Ordering Document, all SaaS Subscriptions shall commence on the Effective Date. This Ordering Document may not be modified or amended except through a written instrument signed by the parties.
3. Summary of Fees. Listed above is a summary of Fees under this Order. Once placed, your order shall be non-cancelable and the sums paid nonrefundable, except as provided in the Agreement.
4. Order of Precedence. This Ordering Document shall take precedence in the event of direct conflict with the Services Agreement, applicable Schedules, and Service Specifications.

B. Special Conditions (if any).

**"Winnebago County
Animal Services (IL)"**

Signature:

Print Name:

Date:



Resolution Executive Summary

Prepared By: Rick Ciganek
Committee: Public Safety and Judiciary Committee
Committee Date: March 15, 2023
Resolution Title: Resolution to Approve Intergovernmental Agreement for the Crisis Co-Responder Team (CCRT) Program
County Code: N/A
Board Meeting Date: March 23, 2023
Budget Information:

Was item budgeted? Yes	Amount: \$ n/a
If not, explain funding source: City of Rockford/Mental Health Grant	
ORG/OBJ/Project Code: various	

Background Information:

The County of Winnebago, City of Rockford, City of Loves Park and Rosecrance entered into an intergovernmental agreement for the Crisis Co-Responder Team (CCRT). This team of law enforcement officers teamed with mental health professionals, known as CCRT, respond to certain calls for service involving individuals experiencing mental health crisis; the CCRT also provides follow up services to individuals subsequent to emergency calls to connect those individuals with appropriate mental health or substance use disorder treatment. The Winnebago County Community Mental Health Board approved funding for the Program in the amount of \$1,831,547.21 for the period of June 1, 2022 to May 31, 2023. The City of Rockford has already applied for grant funding for 2023-2024.

Recommendation:

The County should continue with this successful program helping citizens of Winnebago County who experience mental health issues.

Contract/Agreement: Attached

Legal Review: Agreement was reviewed by State's Attorney's Office

Follow-Up: Execution of Intergovernmental Agreement

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

Sponsored by: Brad Lindmark, Committee Chairman
Submitted by: Public Safety and Judiciary Committee

RESOLUTION TO APPROVE INTERGOVERNMENTAL AGREEMENT FOR THE CRISIS CO-RESPONDER TEAM (CCRT) PROGRAM

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

WHEREAS, the County of Winnebago (County), City of Rockford (Rockford), and City of Loves Park (Loves Park) are units of local government as defined in the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*; and

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

WHEREAS, since 2021 and with grant funding from the Winnebago County Community Mental Health Board, the County, Rockford, Loves Park, and Rosecrance have partnered in the Crisis Co-Responder Team (CCRT), in order to respond to certain calls for service involving individuals experiencing mental health crisis; and

WHEREAS, the County, Rockford, Loves Park and Rosecrance have agreed to a contract renewal for service that runs through May 31, 2023, but automatic renews each year unless otherwise terminated by any party, for services outlined in Attachments A, B, and C; and

WHEREAS, the Public Safety and Judiciary Committee of the County Board for the County of Winnebago, Illinois has reviewed the Intergovernmental Agreement and recommends its approval.

NOW, THEREFORE, BE IT RESOLVED, by the County Board of the County of Winnebago, Illinois, that the Winnebago County Board Chairman is hereby authorized and directed to execute, on behalf of the County of Winnebago, Illinois, an Intergovernmental Agreement for the Crisis Co-Responder Team (CCRT) Program between the County of Winnebago, City of Rockford, City of Loves Park and Rosecrance.

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

BE IT FURTHER RESOLVED, the Clerk of the County Board is hereby authorized and directed to prepare and deliver certified copies of this Resolution to the Sheriff, Corrections Captain, Director of Purchasing, Finance Director, County Board and County Auditor.

Respectfully submitted,
PUBLIC SAFETY AND JUDICIARY COMMITTEE

AGREE

DISAGREE

BRAD LINDMARK, CHAIRMAN

BRAD LINDMARK, CHAIRMAN

AARON BOOKER

AARON BOOKER

KEVIN MCCARTHY

KEVIN MCCARTHY

JEAN CROSBY

JEAN CROSBY

CHRIS SCROL

CHRIS SCROL

ANGIE GORAL

ANGIE GORAL

TIM NABORS

TIM NABORS

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

ATTESTED BY:

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

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

ATTACHMENT A

INTERGOVERNMENTAL AGREEMENT FOR THE CRISIS CO-RESPONDER TEAM (CCRT) PROGRAM

This INTERGOVERNMENTAL AGREEMENT (“Agreement”) is made this 1st day of June, 2022 (“Effective Date”), by and between the CITY OF ROCKFORD, and Illinois municipal corporation (“Rockford”), the CITY OF LOVES PARK (“Loves Park”), the COUNTY OF WINNEBAGO, an Illinois body politic (“County”), and ROSECRANCE, INC. an Illinois not for profit corporation (“Rosecrance”). Rockford, County, and Rosecrance are collectively referred to herein as “Parties” or individually as a “Party”.

RECITALS

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

WHEREAS, the County of Winnebago, City of Rockford, and City of Loves Park are units of local government as defined in the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*; and

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

WHEREAS, Rockford and Rosecrance previously entered into an agreement for a pilot program for crisis counseling services, called the Crisis Co-Responder Team (“CCRT”) Program and (the “Program”); and

WHEREAS, under the pilot program, law enforcement officers teamed with mental health professionals, known as CCRTs, to respond to certain calls for service involving individuals experiencing mental health crisis; and

WHEREAS, the CCRTs also provided follow up services to individuals subsequent to emergency calls in order to connect those individuals with appropriate mental health or substance use disorder treatment; and

WHEREAS, the Parties hereto applied to the Winnebago County Community Mental Health Board (“WCCMHG”) for funding to expand the program with Rockford as the lead agency; and

WHEREAS, each Party submitted their agency budget as part of the application, which are attached hereto; and

WHEREAS, the WCCMHB approved funding for the Program in the amount of \$1,831,547.21 for the period of June 1, 2022 to May 31, 2023; and

WHEREAS, Rockford and the WCCMHB have entered into a Work Plan Agreement and Funding Agreement dated June 1, 2022 (Exhibit A) setting forth the terms and conditions of the grant award by and between them; and

ATTACHMENT A

WHEREAS, the Work Plan Agreement and Funding Agreement require compliance with the budgets submitted with the grant application; and

WHEREAS, the purpose of this Agreement is to establish the terms, conditions, roles, and responsibilities of the Parties under the Program; and

WHEREAS, the Parties will work cooperatively with each other and the WCCMHB to ensure compliance with the terms and conditions of the Work Plan Agreement and Funding Agreement.

Now, therefore, in consideration of the above recitals, and the mutual covenants, terms, and provisions contained herein, the Parties agree as follows;

I. INCORPORATION OF RECITALS

The matters recited above are hereby incorporated into and made a part of this Agreement.

II. PROGRAM

- A. All Parties shall provide the services as set forth and agreed to in the Work Plan Agreement and Funding Agreement (Exhibits A and A1). Notwithstanding the foregoing, the law enforcement officers assigned to the CCRT shall be strictly limited to the duties and responsibilities within their respective scope of authority as sworn peace officers and are not responsible for mental health care, mental health counseling, drug counseling or any other activity not within their scope.

III. COMPLIANCE WITH BUDGET

- A. All Parties agree to appropriate use of grant funds in accordance with the budget approved by the WCCMHB (Exhibit B).
- B. Any amendments to the budget must be approved first by all Parties, then by the WCCMHB, in accordance with the Funding Agreement.

IV. OPERATIONS

- A. All personnel identified in the Work Plan Agreement (Exhibit A) as “Police Officer or Deputy” or “Police Detective” may exercise their powers as peace officers within the jurisdictional boundaries of any participating Party for the purpose of creating coverage of the Program within unincorporated Winnebago County, the City of Rockford, and the City of Loves Park.
- B. Rosecrance shall be responsible for the compilation, retention, and reporting of data as required by the WCCMHB’s reporting requirements. Rockford, Loves Park and County shall assist Rosecrance in the collection and reporting of data and with any requests relating to data in a timely manner.
- C. Rosecrance shall establish an on-call presence and be prepared to respond to a mental health crises twenty-four (24) hours a day, seven (7) days a week by using existing crisis response services.
- D. All Parties shall endeavor to establish best practices with the WCCMHB related to hours of operations and services for the betterment of the community with the goal of providing service twenty-four (24) hours a day, seven (7) days per week.

ATTACHMENT A

- E. CCRTs shall make contact with at least three (3) community providers per month about the Program as defined by Exhibit A. Said contacts shall be cumulative amongst the entire Project and all Parties need not be in attendance for a contact to count towards the three (3) monthly contacts.
- F. The CCRT Teams shall provide at least one (1) quarterly public training on mental health or substance use disorder. This requirement shall not bar the CCRT Teams from providing more than one (1) training per quarter. Providing two (2) trainings in one (1) quarter does not alleviate a required training in a subsequent quarter. The trainings shall be held in a public location and follow all health and safety guidelines currently enforced by the Winnebago County Health Department.
- G. All Parties shall attend the WCCMHB Learning Network Collaborative meetings and any other meetings required by the WCCMHB.

V. CLINICAL RECORDS AND HIPPA

Rosecrance shall keep clinical records and those records shall be maintained in accordance with the *Health Insurance Portability and Accountability Act* (HIPPA), 42 USC § 1320d-8; 45 CFR Part 164 (privacy and security provisions); the *Alcoholism and Drug Abuse and Dependency Act*, 20 ILCS 300/1-1 et seq., the *Illinois Mental Health and Developmental Disabilities Confidentiality Act*, 740 ILCS 110/1 et seq.; and the *Federal Regulations on Confidentiality of Alcohol and Drug Abuse Patient Records* (42 U.S.C. 290dd-2 and its implementing regulation, 42 CFR Part 2). No information will be released from these records or about the services provided by Rosecrance, except in accordance with applicable law or the written consent of the client.

In order to facilitate the evaluation of the program, the Parties will share aggregate data for the purposes of determining program impact, subject to compliance with all applicable confidentiality and privacy laws. The Parties shall enter into any necessary HIPAA compliant agreements to facilitate the transfer of data.

VI. PAYMENT

Payment for the work done under the Program shall be enacted as follows:

- A. Personnel salaries and equipment shall be paid for by and through the grant program budget subject to approval by the WCCMHB.
- B. All Parties shall submit to Rockford their expenses in the format required by the Rockford Finance Department.
- C. Rockford shall compile all expenses and submit them to the WCCMHB for approval. Upon approval, Rockford shall take receipt of all funds being reimbursed by the WCCMHB. Rockford shall then appropriately disburse those funds to the Parties within (30) days of receipt of funds.
- D. Should the WCCMHB fail to approve an expense by a Party, Rockford will not be liable for any expenses incurred by any other Party.
- E. Rosecrance shall not bill any of the Parties for any services provided to citizens under the Program. Should Rosecrance enroll a citizen who was engaged by the CCRT in additional series, Rosecrance shall bill the person or their third-party payer for those continued services as appropriate and in accordance with all Rosecrance policies.
- F. The Parties agree to work collaboratively to seek and secure funding for the continued operation of the Program.

ATTACHMENT A

VII. TERMINATION

Notwithstanding any other provision hereof, Rockford, Loves Park, County, and Rosecrance may terminate this Agreement without penalty at any time for convenience or any other reason upon thirty (30) days prior written notice to each other Party. Should a Party opt to terminate the Agreement that Party shall be liable to all other Parties for any expenses not reimbursed by the WCCMHB due to the termination, unless the reason for termination is a change in the Work Plan. In the event of termination due to a change in the Work Plan, the Parties shall not be liable to each other for expenses incurred due to the termination.

VIII. TERM

The term of this Agreement shall be June 1, 2022 to May 31, 2023. The term shall renew each year thereafter unless any party terminates the Agreement as set forth herein.

IX. BREACH

If any Party violates or breaches any term of the Agreement, such violation or breach shall be deemed to constitute a default, and the other Parties have the right to seek such administrative contractual, legal, or equitable remedies as may be suitable to the violation or breach; and , in addition if either Party, by reason of any default, fails within fifteen (15) days after notice thereof by the other Parties to comply with the conditions of this Agreement, this Agreement may be terminated by a majority of the remaining Parties.

X. INDEMNIFICATION

Each Party agrees to indemnify each other Party and its officers, directors, employees, contractors, and agents (collectively, "representatives") from and against any and all damages or other amounts payable to a Third Party claimant, as well as any reasonable attorneys' fees and costs of litigation (collectively, "Damages") arising out of or resulting from any claim, suit, proceeding, or cause of action (each, a "Claim") brought by a Third Party against a Party or its Representatives based on: (a) breach of any applicable Law by such Indemnifying Party occurring in furtherance of Program goals, or (b) negligence or willful misconduct by such Indemnifying Party or its respective employees, contractors, or agents occurring in furtherance of Program goals. The indemnification provisions herein shall not constitute a waiver by any party of their right to assert a defense based on a statutory or legal immunity.

XI. INSURANCE

- A. Comprehensive Liability: Rosecrance shall provide, pay for and maintain in effect, during the term of this Agreement, a policy of comprehensive general liability insurance with limits of at least \$1,000,000 aggregate for bodily injury and \$1,000,000 aggregate for property damage. Rosecrance shall deliver to Rockford a certification of Insurance naming Rockford as an additional insured. The policy shall not be modified or terminated without thirty (30) days prior written notice to Rockford.
- B. Comprehensive Automobile Liability. Rosecrance shall maintain Comprehensive Automobile Liability Insurance covering all owned, non-owned, and hired motor vehicles with limits of not less than \$500,000 per occurrence for damage to property.
- C. Combined Single Limit Policy. The requirements for insurance coverage for the general liability and auto exposures may be met with a combined singled limit of \$1,000,000 per occurrence subject to a \$1,000,000 aggregate.
- D. Professional Liability. Rosecrance shall carry Professional Liability Insurance covering claims resulting from error omissions, or negligent acts with a combined single limit of not less than \$1,000,000 per occurrence. A Certificate of Insurance shall be submitted to the

ATTACHMENT A

Finance Director as evidence of insurance protection. The policy shall not be modified or terminated without thirty (30) days prior written notice to the Finance Director.

XII. SEVERABILITY

The Parties intend and agreed that, if any paragraph, sub-paragraph, phrase, clause, or other provision of this Agreement, or any portion thereof, shall be held to be void or otherwise unenforceable, all other portions of this Agreement shall remain in full force and effect.

XIII. HEADINGS

The headings of several paragraphs of this Agreement are inserted only as a matter of convenience and for reference and in no way are they intended to define, limit, or describe the scope of intent of any provision of this Agreement, nor shall they be construed to affect in any manner the terms and provisions hereof or the interpretation or construction thereof.

XIV. MODIFICATIONS OR AMENDMENT

This Agreement and its exhibits constitutes the entire Agreement of the Parties on the subject matter hereof and may not be changed, modified, discharged, or extended except by written amendment duly executed by the Parties. Each Party agrees that no representations or warranties shall be binding upon the other Party unless expressed in writing herein or in a duly executed amendment hereof, or change order as herein provided.

XV. APPLICABLE LAW

This Agreement shall be deemed to have been made in, and shall be construed in accordance with the laws of the State of Illinois. Venue for the resolution of any disputes or the enforcement of any rights pursuant to this Agreement shall be in the 17th Judicial Circuit Court of Winnebago County, Illinois.

XVI. NEWS RELEASES

No Party shall issue any news releases about the CCRT without prior approval from all other parties, nor will any Party make public proposals developed under this Agreement without written approval from all other parties, prior to said documentation becoming matters of public record.

XVII. NOTICES

All notices, reports, and documents required under this Agreement shall be in writing and shall be mailed by First Class Mail, postage prepaid, addressed as follows:

A. As to City:
Chief of Police
City of Rockford Police Department
557 S. Newtown Dr.
Rockford, IL 61108

B. As to Rosecrance:
David Gommel
President, Rosecrance
1021 N. Mulford Rd.

ATTACHMENT A

Rockford, IL 61107

C. As to Loves Park:
Chief of Police
Loves Park Police Department
540 Loves Park Dr.
Loves Park, IL 61111

D. As to County:
Sheriff Gary Caruana
Winnebago County Sheriff's Office
Rockford, IL 61107

XVIII. COMPLIANCE WITH LAWS

Notwithstanding any other provision of this Agreement it is expressly agreed and understood that in connection with the performance of this Agreement, each Party shall comply with all applicable federal, state, city, and other requirements of law, including, but not limited to, any applicable requirements regarding prevailing wages, minimum wage, workplace safety, privacy, collective bargaining provisions, and legal status of employees.

XIX. NON-SOLICITATION

During the Term of this Agreement and for one (1) year following the expiration or termination of this Agreement for any reason, the Parties agree to not solicit or hire directly or indirectly any of the other Parties' employees who provided services pursuant to this Agreement without the prior written consent of the affect party. This Section shall survive termination or expiration of this Agreement.

XX. EXECUTION

This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute one and the same Agreement. For the purposes of executing this Agreement, any signed copy of this Agreement transmitted by fax machine or e-mail shall be treated in all manners and respects as an original document. The signature of any Party on a copy of this Agreement transmitted by fax machine or e-mail shall be considered for these purposes as an original signature and shall have the same legal effect as an original signature. Any such faxed or e-mailed copy of this Agreement shall be considered to have the same binding legal effect as an original document. At the request of either Party any fax or e-mail copy of this Agreement shall be re-executed by the Parties in an original form. No Party to this Agreement shall raise the use of fax machine or e-mail as a defense to this Agreement and shall forever waive such defense.

City of Rockford,
An Illinois municipal corporation

City of Loves Park,
an Illinois municipal corporation

County of Winnebago,
An Illinois body politic

Rosecrance,
an Illinois not-for-profit corporation

ATTACHMENT A

ATTACHMENT B

Winnebago County Community Mental Health Board Funding Agreement

THIS AGREEMENT (the "Agreement") is between the Winnebago County Community Mental Health Board (hereafter "WCCMHB") and City of Rockford(hereinafter "Provider") for a term commencing June 1, 2022 and ending May 31, 2023 (hereafter "Program Year").

1. SERVICES AND BILLINGS. The Provider shall furnish the programs and/or services set forth in the work plans (the "Work Plan") and/or special conditions (the "Special Conditions") attached hereto as Exhibit A and Exhibit B and incorporated by reference herein, (hereafter the "Services").

A. Grant Funding: The funding for the Services pursuant to this Agreement is an expenditure-based grant. The WCCMHB will reimburse the Provider for approved expenses set forth in the program budget portion of the Work Plan. Provider must provide WCCMHB and maintain source documents for each revenue and expense.

i. Revenue: Source documents for Provider's revenue shall include financial statements documents revenues generated from other sources received for the Services.

ii. Staff Time: Source documents for Provider's time for dedicated staff shall include a statement that all time was spent on the Services and shall be signed by the dedicated staff member or the dedicated staff member's supervisor. Source documents for Provider's time for non-dedicated staff shall include timesheets documenting time spent on the Services.

iii. Direct Costs: Source documents for direct costs shall include invoices of expenses or equivalent evidence.

iv. Indirect Costs: Source documents for indirect costs shall include evidence of the Federal or State approved indirect rate if provider is electing a rate higher than 10% de-minimis.

B. Billing Guidelines: Payments for the Services shall be made on a monthly basis commencing with the month of June, upon submission by the Provider of a satisfactory affidavit and supporting documentation of approved expenses in accordance with this Agreement, including any related data submission requirements and/or requirements of the Work Plan or Special Conditions.

For timely payments, affidavit submissions shall occur within 30 days from the end of month in which Services were provided, including resubmissions, unless otherwise approved by the WCCMHB. All affidavits shall be submitted in accordance with the WCCMHB guidelines or policies currently in place or which are hereafter communicated to Provider.

2. LEARNING NETWORK COLLABORATIVE. Provider will attend Learning Network Collaborative ("LNC") meetings hosted by WCCMHB. The purpose of the LNC is to provide technical assistance to Provider to maintain grant compliance and to learn from challenges experiences by funded Provider. Provider is to send the Program Director or equivalent person who oversees the Services.

3. ADMISSION REQUIREMENTS. Except for the "Initial Services" set forth below, eligibility for Services is limited to residents of Winnebago County. Provider will maintain admission criterion for the Services that aligns with the applicable Administrative Rules as required and outlined by the Illinois Department of Human Services ("IDHS"). Admission criteria shall be applied fairly and equally to *all* applicants without regard to ability to pay, race, gender, color, creed, national origin, disability, other protected class, or as otherwise required by law. If evidence has been found discrimination was used against an applicant, WCCMHB shall terminate this Agreement immediately by providing written notice to Provider.

4. Provider may, but shall not be required to, administer Initial Services to any person located in Winnebago County or within municipal boundaries of municipalities which fall primarily inside Winnebago County. "Initial Services" shall include, but not be limited to, collection of identification information, de-escalation of crisis event, initial screenings, and other immediate care and/or responsibilities as required by law. Upon termination of the immediate crisis event requiring Provider response, the Provider shall make a determination of eligibility for further services under the program. If the individual in question is not a resident of Winnebago County, the individual shall not receive further Services and the Provider shall cease expending grant funds received under this Agreement in the treatment of the individual. The Provider shall not reimburse the WCCMHB for the time, funds, or materials used in determination of eligibility and de-escalation of the immediate crisis event.**REPORTING, EVALUATION, AND MONITORING.**

Provider shall track and report measurable outcome data, service information, evaluation and monitoring data as specified below:

A. Measurable Outcomes: The Provider will adopt measurable outcomes for the Services and report on those measurable outcomes. Outcome reports are required to be completed in WCCMHB Grants Portal prior to payment by WCCMHB and not less than on a quarterly basis.

B. Critical or Sentinel Events: The Provider shall inform WCCMHB within 24 hours of any Critical Event or Sentinel Event that involves a WCCMHB Services. A "Critical Event" is any event clinical staff that potentially affects the Provider's state licensure, Medicaid certification status, or puts the Provider or the WCCMHB at risk fiscally, clinically, or legally. A "Critical Event" does not include any event in which the sole response is for law enforcement purposes and shall only include any event in a medical or clinical environment. A "Sentinel Event" is defined as any unanticipated event in a healthcare setting resulting in death or serious bodily or psychologically injury to a patient or patients, not related to the natural course of the patient's illness. A "Sentinel Event" does not include any event in which the sole response is for law enforcement purposes and shall only include any event in a medical or clinical environment. Provider shall describe the Critical Event or Sentinel Event while also maintaining client confidentiality.

C. Staff Credentials: WCCMHB (either on its own or through a contractor or other designee) may audit the credentials, qualifications, and supervision of all Provider's medical or clinical staff, but not sworn officers, to ensure compliance with the requirements of DHS/DNH/DD/DRS, SUPR, DCFS, DOC, Illinois Departmental Medicaid Rules, HFS, and/or other applicable local, state, or federal regulations. Provider shall conduct background checks on all employees and staff that are funded under this Agreement.

D. Changes to Services/Closures: WCCMHB shall be notified in writing at least 30 days in advance of any foreseeable closure or significant change to the Services or expected to impact Service availability requirements. This also includes staff reduction in force which would alter capacity to fulfill Provider's obligations under this Agreement.

E. Change in Operations: In the event the Provider is considering a corporate merger, consolidation, bankruptcy, corporate restructuring, expansion or creation of new programs or services, ceasing operations, any of which that would impact terms of the Agreement, or Provider is facing financial insolvency, missed payroll or delayed payment of payroll expected to impact Service availability, Provider shall provide as much advance notice relative to the occurrence to WCCMHB as possible to avoid sudden changes in Agreement.

5. FINANCIAL INFORMATION. Provider shall use a fund accounting system and follow generally accepted accounting standards. Provider shall comply with the U.S. Office of Management and Budget (OMB) "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," as applicable.

The following rules will apply to budget movement:

- Budget items may not be moved or reallocated to a category previously at zero.
- The cumulative total budget movement for each award line is limited to \$3,000.00 cumulative total per Program Year

Any budget movement exceeding these limits must be requested in writing and received by the WCCMHB prior to July 2023 and be reviewed and authorized by the WCCMHB. Requests received after that date shall not be considered.

On request, Provider shall provide and furnish WCCMHB with copies of any financial reports submitted to the Board of Directors of Provider and shall further provide and furnish the WCCMHB with financial reports, demographic, and any statistical information concerning the operation of its Services, as required by the WCCMHB. WCCMHB (either on its own or through a contractor or other designee) may audit Provider's financial information relating to any funding under this Agreement.

Financial reports submitted by the Provider shall not contain the name of any client or any other information which, according to the Illinois Mental Health Code or state or federal law, is considered confidential to the client as Protected Health Information ("PHI") or as Protected Personally Identifiable Information ("PPH").

The Provider's reporting obligation and obligation to repay certain amounts under this Agreement shall survive the termination of this Agreement.

6. FUNDING OTHER PROVIDERS. As lead agency, Provider agrees to take on a lead administrative role and ensure that sub awardees comply with this Agreement, are aligned with Provider's strategic plan and Provider's application to WCCMHB, and comply with all policies and procedure as outlined by the WCCMHB.

7. COUNTY BOARD APPROVAL. Notwithstanding any provision to the contrary, all payments under this Agreement are subject to the appropriation of WCCMHB's budget by the Winnebago County Board, the appropriation and levy of sufficient taxes by the Winnebago County Board to fund said budget, and the collection and distribution of sufficient tax revenues. The Winnebago County Board has approved and appropriated WCCMHB's budget for the grant period.

8. SERVICE REPORTING REQUIREMENTS. On request, the Provider shall provide reports in either paper or electronic format acceptable by the WCCMHB. WCCMHB billing affidavits shall be accompanied by the submission of data as specified in the WCCMHB Work Plan to substantiate the payment request, as well as all other financial and billing documentation as reasonably requested by the WCCMHB. Failure of Provider to submit requested information to the WCCMHB shall be considered a breach of this Agreement. All information submitted by the Provider shall comply with the confidentiality requirements of state and federal law.

9. MENTAL HEALTH BOARD POLICIES. The Provider shall conform with and abide by all policies, guidelines, rules, regulations, and instructions issued and adopted by WCCMHB, whether now or adopted during the term of this Agreement, providing that they do not materially modify the substantive provisions of this Agreement or conflict with policies, general orders, collective bargaining agreements, or state or federal laws related to the applicable law enforcement agencies or officers. If changes are to be made, Provider shall receive written notice of any regular monthly meeting or special meeting of the WCCMHB at which the adoption of any policy, guideline, rule, regulation, or instruction will be considered and Provider may address WCCMHB concerning any matters regarding it. Provider shall be notified in writing of all such policies, guidelines, rules, regulations, or instructions now in effect or hereafter adopted.

Further, Provider agrees it shall not use any funding for the Services received pursuant to this Agreement:

- i. To engage in proselytizing activities with consumers and/or require worship or religious instructional activities as a condition of providing the Services to any participant;
- ii. For direct or indirect medical (physical health) services that are not related to mental health or substance use disorders;
- iii. To supplant funding for programs or services under the jurisdiction of public school systems; or
- iv. To augment or supplant funding from any other federal or state source prohibiting such action and/or subject to coordination of benefits.

The parties agree WCCMHB may contact Provider's funding sources with or without notice to Provider or Provider's knowledge to confirm compliance with all non-supplanting or supplemental funds and/or certification/accreditation standards.

10. LIABILITY/INDEMNIFICATION/INSURANCE. WCCMHB assumes no liability for actions of Provider or the Provider's employees under this Agreement. Provider shall indemnify, defend and hold harmless WCCMHB, and its respective agents, employees, officers, directors, successors (collectively, the "Indemnitees") in respect to any damages, claims, allegations, losses, charges, actions, suits, proceedings, judgments, interest, penalties amounts paid in settlement, costs, and expenses (including reasonable and verifiable attorneys' fees) (collectively, "Losses") which are imposed on, sustained, paid by, incurred or suffered by or asserted against any of the Indemnitees directly or indirectly related to, arising out of, or resulting from third party claims relating to (i) the acts, omissions or breach of Provider, its agents or representatives in connection with the performance of its obligations under this Agreement, (ii) any allegations by any federal, state or local government authority that Provider has in any way misused, misspent, improperly accounted for, or improperly disbursed funds, including but not limited to any allegations that Provider has violated any Medicare or Medicaid regulation, statute or ruling, or from any other violation of state or federal laws and regulations the Provider has certified as being in compliance.

11. REPAYMENT. The Provider shall prepay to the WCCMHB all or any portion of the funds received under this Agreement if the Agreement, or any part thereof, is disallowed by any court or any federal or state administrative agency of the competent jurisdiction for any reason.

Provider shall repay to the WCCMHB all or any portion of the funds received under this Agreement if any breach of this Agreement or if the WCCMHB finds a violation by the Provider of any relevant WCCMHB policy. Provider shall only be obligated to repay the part or portions of the funds that have been disallowed.

Notwithstanding any other terms in this Agreement to the contrary, if WCCMHB determines that grant funds were not fully utilized for the Services, WCCMHB shall request a repayment of the entire amount, or portion thereof, and Provider shall repay said amount to WCCMHB upon Provider's receipt of said request.

12. TERMINATION. Either Party may terminate this Agreement at any time and for any reason, or no reason at all, effective upon thirty (30) days advance written notice to the other party. However, either party may terminate this Agreement at any time, effective immediately upon written notice to the non-terminating party, if the non-terminating party breaches any of its material obligations under this Agreement. The Provider's reporting obligation and obligation to repay certain amounts under this Agreement shall survive the termination of this Agreement.

In the event of a termination, the Provider shall incur no further costs and, unless the Provider is obligated under Section 11, Repayment, the Provider shall be made whole for any costs already incurred. Should the Provider be in possession of additional WCCMHB funds at the time of termination, said funds shall be returned within 30 days of termination.

13. MONITORING AND EVALUATION. WCCMHB through its President, or designated staff and retained consultants, shall be afforded reasonable access to the premises where the Services are conducted by the Provider under this Agreement and to all records relating to the Services and their operation for the purposes of monitoring and evaluating the Services and payment by the WCCMHB within reasonable notice. WCCMHB also reserves the right to require supplementary material for the purposes of monitoring and evaluating services and payment procedures. Provider shall comply with the confidentiality requirements set by the state and federal law, as well as other regulations and rules that Provider is obligated to follow.

14. LEGAL COMPLIANCE. Provider assures and certifies with respect to this Agreement that it possesses legal authority to enter into this Agreement; that a resolution, motion, or similar action has been duly adopted or passed as an official act of its governing body authoring the

execution of this Agreement, including all understandings and assurances contained herein, and directing and authorizing the person identified as the official representative (or "designee") of the Provider to act in connection with the Agreement and to provide such additional information as may be required by WCCMHB.

15. SEVERABILITY. If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.

16. CONTROLLING LAW/ENFORCEMENT. The Agreement that is signed is to be governed by the laws of the State of Illinois and the parties agree that exclusive venue for any legal proceedings shall be in Winnebago County, Illinois. In the event either party takes any legal action to enforce the terms of this Agreement, including litigation, the losing party shall reimburse the prevailing party for all legal fees incurred.

17. CERTIFICATIONS. By signing this Agreement, Provider certifies to WCCMHB that Provider is in compliance with all federal and state laws and regulations, and is not, together with its individual employees and contractors, ineligible for contracting with or receiving funds from any governmental entity. Each acceptance of payment from WCCMHB shall constitute a further certification of such compliance and eligibility. Provider shall provide evidence of the certifications of compliance and eligibility upon request by and to the satisfaction of the WCCMHB.

18. NOTICE. All notices or other written communications required or permitted to be given under this Agreement shall be deemed to have been duly given if delivered personally in hand; or sent certified U.S. mail, return receipt requested, postage prepaid; by email, or by fax; on the date received by and addressed to the appropriate party at the following address or as such other address as may be given in writing to the parties.

If to WCCMHB:	If to Provider:
Contact: Mary Ann Abate	Contact: Chief of Police
WCCMHB C/O RPC	Rockford Police Department
127 N. Wyman St. Suite 100	557 S. Newtowne Dr.
Rockford, IL 61101	Rockford, IL 61108

19. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement of the parties and is intended as a complete and exclusive statement of the promises, representations, negotiations, discussions and agreements that have been made in connection with the subject matter hereof. No modification or amendment to this Agreement shall be binding upon the parties unless the same is in writing and signed by the representative parties' designees hereto.

WCCMHB: (Signatures)

Mary Ann Abate

Wendy Larson Bennett
Winnebago County Community
Mental Health Board

By: Mary Ann Abate; K. Edward Copeland

Its: President; Treasurer

Z:\W\WinnebagoCoMentalHealth\Funding Agmt 2021.docx

PROVIDER: (Signatures)

City of Rockford

Name of Provider:

Thomas P. Nelson

Its: *Mayor*

ATTEST: *Theresa May*

Its: *Legal Director*

**Winnebago County Community Mental Health Board
FIRST AMENDMENT TO WORKPLAN**

THIS AMENDMENT (the "First Amendment") is made this 19th day of October, 2022 between the **Winnebago County Community Mental Health Board** (hereinafter "WCCMHB") and **CITY OF ROCKFORD** (hereinafter "Provider").

WHEREAS, the Provider agreed to furnish the programs and/or services with grant funding from the WCCMHB through that certain Funding Agreement and Work Plan, (hereinafter the "Agreement"); and

WHEREAS, WCCMHB and Provider desire to amend the Agreement as provided in this First Amendment for the Work Plan to best fulfill the scope of work as outlined in the approved application and budget.

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth herein, in the Funding Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

- 1. AMENDMENT.** To replace the Position Funded table in its entirety with the below table

	Position Title	Position FTE	Position Qualifications
#1	Police officers/ Sheriff's deputies	7	Uniformed personnel
#2	Mental Health Experts	6	Education and experience in direct mental health care.
#3	CCRT Nurse	.5	Current IL RN or LPN
#4	Administrative Staff	.25	Direct program administrative support

2. AGREEMENT IN FULL FORCE AND EFFECT; DEFINITIONS. Except as herein modified or amended, the provisions, conditions, and terms of the Agreement shall remain unchanged and in full force and effect and are hereby ratified and confirmed by the parties hereto (including funding to remain at the previously funded total).

3. CONFLICTS OR INCONSISTENCIES. In the event of any conflict or inconsistency between the provisions, conditions, and terms of the Agreement and the provisions, conditions, and terms of the First Amendment, the provisions, conditions, and terms of this First Amendment shall in all instances govern and control.

IN WITNESS WHEREOF, the parties have executed this First Amendment on the date first above written.

WCCMHB:

Mary Ann Abate

Winnebago County Community
Mental Health Board

By:

President

Its:

Mary Ann Abate

PROVIDER:

Thomas P. McNamara

Name of Provider: CITY OF ROCKFORD

By: Thomas P. McNamara

Its: Mayor

UNFINISHED BUSINESS

Appointments

NEW BUSINESS

ANNOUNCEMENTS & COMMUNICATIONS



WINNEBAGO COUNTY

— ILLINOIS —

Announcements & Communications

Date: March 23, 2023

Item: Correspondence to the Board

Prepared by: County Clerk Lori Gummow

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

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

Background: The items listed below were received as correspondence.

1. County Clerk Gummow received from the United States Nuclear Regulatory Commission the following:
 - a. Annual Assessment Letter for Byron Station, Units 1 and 2 (Report 05000455/2022006 and 05000454/2022006)
 - b. Byron Station – NRC Initial License Examination Report 05000454/2022301 and 05000455/2022301
 - c. Braidwood Station, Units 1 and 2, Byron Station, Unit Nos. 1 and 2, and R.E. Ginna Nuclear Power Plant-Issuance of Amendments Nos. 231 and 231, 232 and 232, and 154 Regarding Adoption of TSTF-246 (EPID L-2022-LLA-0043)
 - d. Byron Station, Units 1 and 2 – Confirmation of Initial License Examination

Adjournment