



WINNEBAGO COUNTY

— ILLINOIS —

AGENDA

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

Thursday, January 11, 2024
6:00 p.m.

1. **Call to Order** Chairman Joseph Chiarelli
2. **Invocation and Pledge of Allegiance**.....Kevin McCarthy
3. **Agenda Announcements** Chairman Joseph Chiarelli
4. **Roll Call** Clerk Lori Gummow
5. **Awards, Presentations, Public Hearings and Public Participation**
 - A. Awards – None
 - B. Presentation – Agent for the Winnebago County Trustee Program
 - C. Public Hearings – None
 - D. Public Participation – None
6. **Approval of Minutes** Chairman Joseph Chiarelli
 - A. Approval of November 30, 2023 minutes
 - B. Layover of December 14, 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)**
9. **Reports of Standing Committees**.....Chairman Joseph Chiarelli
 - A. Finance Committee John Butitta, Committee Chairman
 1. Committee Report
 - B. Zoning Committee Jim Webster, Committee Chairman
Planning and/or Zoning Requests:

1. Z-04-23 A Map Amendment to Rezone 2.41+- Acres from the RA, Rural Agricultural Residential District (a Sub-District of the RA District) to the RE, Rural Estate District (a Sub-District of the RA District) for the property that is commonly known as 3176 Freeport Road, Rockton, IL 61072, in Rockton Township, District 2, to be laid over
 2. Committee Report
- C. Economic Development Committee.....**John Sweeney, Committee Chairman**
1. Committee Report
 2. Resolution Granting Authority to the Winnebago County Board Chairman to Execute the Documents Necessary to Complete a Loan for \$65,000 from the Revolving Loan Fund to Xcel Foam and Packaging, LLC
 3. Resolution Granting Authority to the Winnebago County Board Chairman to Execute the Documents Necessary to Complete a Loan for \$50,000 from the Revolving Loan Fund to Rogue Event Rentals, LLC
- D. Operations and Administrative Committee.....**Keith McDonald, Committee Chairman**
1. Committee Report
 2. Resolution Authorizing the Execution of a Memorandum of Understanding for Information Technology Support Services for the Northern Illinois Training Advisory Board
 3. Resolution Authorizing the Execution of an Intergovernmental Agreement for Information Technology Support Services Between the County of Winnebago, Illinois and the Rockford Housing Authority
 4. Resolution Awarding Fence Repair at Juvenile Detention Center Using CIP PSST 2023 Funds
Cost: \$40,580
 5. Resolution Awarding Tile and Grout Repairs at Juvenile Detention Center Using CIP PSST 2023 Funds
Cost: \$14,300
- E. Public Works Committee**Dave Tassoni, Committee Chairman**
1. Committee Report
 2. (23-040) Ordinance Establishing Speed Zone on Cunningham Road from Lamson Drive to Falconer Road
Cost: \$ n/a C.B. District: 1
 3. (23-041) Resolution Authorizing an Annual Professional Services Agreement with Geocon Professional Services for Geotechnical Engineering, Materials Engineering, Testing and Other Related Services
Cost: \$125,000 (total for all annual professional serv. agreements) C.B. District: County Wide
 4. (23-042) Resolution Authorizing an Intergovernmental Cooperation Agreement between Winnebago County and Region 1 Planning Council for Implementation of a Section 319 US EPA Grant
Cost: \$57,507.5 (100% reimbursable); \$24,000 in kind services C.B. District: 18
 5. (23-043) Resolution Permitting the Relocation of a Right-In / Right-Out Access on Perryville Road and Granting Full Access to Nimtze Road East of Perryville Road

Cost: \$ n/a

C.B. District: 7, 8, 20

- F. Public Safety and Judiciary Committee.....**Brad Lindmark, Committee Chairman**
 - 1. Committee Report
 - 2. Resolution Authorizing the Use of Propertyroom.Com to Auction Items Stored in Evidence that have been Approved to be Auctioned or Destroyed
 - 3. Resolution Authorizing the Execution of an Intergovernmental Agreement Between the County of Winnebago, Illinois and the Illinois Department of Children and Family Services (DCFS)
 - 4. Resolution Authorizing Independent Contractor Agreement for Services with Tommy Meeks as a Winnebago County Community Liaison
 - 5. Resolution Authorizing Agreement Between the County of Winnebago, Illinois, the 17th Judicial Circuit Court and Remedies Renewing Lives, Inc.
 - 6. Resolution Authorizing Agreement Between the County of Winnebago, Illinois, and Rosecrance, Inc. for Court-Ordered Assessments Program

10. Unfinished BusinessChairman Joseph Chiarelli

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

- A. Resolution Awarding State Lobbyist/Consulting Services

12. Announcements & Communications Clerk Lori Gummow

- A. Correspondence (see packet)

13. Closed Session to Discuss Pending Litigation..... Chairman Joseph Chiarelli

14. AdjournmentChairman Joseph Chiarelli

Next Meeting: Thursday, January 25, 2024

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

Approval of Minutes

**REGULAR ADJOURNED MEETING
WINNEBAGO COUNTY BOARD
NOVEMBER 30, 2023**

1. Chairman Chiarelli Called to Order the Regular Adjourned Meeting of the Winnebago County Board for Thursday, November 30, 2023 at 6:00 p.m.
2. Board Member Hoffman gave the invocation and led the Pledge of Allegiance.
3. Agenda Announcements: None
4. Roll Call: 18 Present. 2 Absent. (Board Members Arena, Booker, Butitta, Crosby, Fellars, Goral, Guevara, Hanserd, Hoffman, Lindmark, McCarthy, McDonald, Salgado, Scrol, Sweeney, Tassoni, Thompson and Webster. (Board Members Nabors and Penney were absent.)

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

5. Awards - None
- Presentations - None
- Public Hearings - None
- Public Participation- Gerald Podraza, Review and pass Resolution, Feasibility Study, Extend Metra, Pro

APPROVAL OF MINUTES

6. Chairman Chiarelli entertained a motion to approve the Minutes. Board Member Guevara made a motion to approve County Board Minutes of October 26, 2023 and layover County Board Minutes of November 9, 2023, seconded by Board Member Thompson. Motion was approved by a unanimous vote of all members present. (Board Members Nabors and Penney were absent.)

CONSENT AGENDA

7. Chairman Chiarelli entertained a motion to approve the Consent Agenda for November 30, 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 Booker. Motion was approved by a voice vote. (Board Members Nabors and Penney were absent.)

Chairman Chiarelli entertained a motion to allow remote access. Board Member Arena made a motion to allow remote access for Board Member Penney, seconded by Board Member Guevara. Motion was approved by a unanimous vote of all members present. (Board Members Nabors and Penney were absent.)

Board Members Penney joined remotely at 6:09 p.m.

APPOINTMENTS

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

A. NiReach (Winnebago County Housing Authority), Annual Compensation: None

1. Frank Gambino (New Appointment), Rockford, Illinois, to serve the remainder of a 5-year term, September 2019 to September 2024

Board Member Arena made a motion to suspend the rules on the Appointment of John F. Sweeney (as listed below), seconded by Board Member Crosby. Motion to suspend was approved by a unanimous vote of all members present. (Board Member Nabors was absent.) Discussion by Board Members Arena and Booker. Board Member Arena made a motion to approve the Appointment, seconded by Board Member Guevara. Motion was approved by a unanimous vote of all members present. (Board Member Nabors was absent.)

B. QCREDA (Quad Cities Regional Economic Development Authority), Annual Compensation: None

1. John F. Sweeney (New Appointment), Rockford, Illinois, term to be determined by lot

REPORTS FROM STANDING COMMITTEES

FINANCE COMMITTEE

9. Board Member Butitta read in for the first reading of an Ordinance for Approval of Budget Amendment for Year End Adjustments to be Laid Over. Board Member Butitta made a motion to suspend the rules, seconded by Board Member Thompson. Motion to suspend was approved by a unanimous vote of all members present. (Board Member Nabors was absent.) Board Member Butitta made a motion to approve the Ordinance, seconded by Board Member Thompson. Motion was approved by a unanimous vote of all members present. (Board Member Nabors was absent.)
10. Board Member Butitta read in for the first reading of an Ordinance for a Budget Amendment Illinois Law Enforcement Training Standards Board (ILETSB) Grant Award to be Laid Over. Board Member Butitta made a motion to suspend the rules, seconded by Board Member McCarthy. Motion was approved by a unanimous vote of all members present. (Board Member Nabors was absent.) Board Member Butitta made a motion to approve the Ordinance, seconded

by Board Member Booker. Motion was approved by a unanimous vote of all members present. (Board Member Nabors was absent.)

11. Board Member Butitta made a motion to approve a Resolution Approving Winnebago County Opioid Settlement Funding Allocation Policy, seconded by Board Member Thompson. Discussion by Chairman's Office of Criminal Justice Initiatives Director Dokken and Board Member Goral. Motion was approved by a unanimous vote of all members present. (Board Member Nabors was absent.)
12. Board Member Butitta made a motion to approve a Resolution Authorizing County Contribution for State's Attorneys Appellate Prosecutor's Program, seconded by Board Member Hanserd. Motion was approved by a unanimous vote of all members present. (Board Member Nabors was absent.)

ZONING COMMITTEE

13. Board member Webster moved to approve both agenda items 1. and 2. (as listed below), seconded by Board Member Guevara. Motion was approved by a unanimous vote of all members present. (Board Member Nabors was absent.)
 1. Resolution Authorizing Execution of a First Amendment to the Intergovernmental Cooperation Agreement for building Inspection by and Between the County of Winnebago, Illinois and the Village of Cherry Valley.
 2. Resolution Authorizing Execution of a First Amendment to the Intergovernmental Cooperation Agreement for Building Inspection by and Between the County of Winnebago, Illinois and the Village of New Milford.
14. Board Member Webster read in for the first reading of a Resolution Authorizing the DC Estate Winery (8877 State Line Rd, South Beloit, IL) be Subject to the Jurisdiction of the City of South Beloit Pursuant to a Pre-Annexation Agreement, District 4, to be laid over.
15. Board Member Webster read in for the first reading of SU-01-23 A Special Use Permit to allow a Place of Worship (on a lot less than 5 acres) in the AG, Agricultural Priority District for the property that is commonly known as 6730 Old River Road, Rockford, IL 61103 in Owen Township, District 5, (with conditions), to be laid over. Board Member Webster made a motion to suspend the rules, seconded by Board Member Guevara. Motion to suspend was approved by a unanimous vote of all members present. (Board Member Nabors was absent.) Board Member Webster made a motion to approve, seconded by Board Member Thompson. Motion was approved by a unanimous vote of all members present. (Board Member Nabors was absent.)

Board Member Webster announced the next Zoning Board of Appeals meeting is tentatively scheduled for Tuesday, December 12, 2023 and the next Zoning Committee is tentatively scheduled for Wednesday, December 30, 2023.

ECONOMIC DEVELOPMENT COMMITTEE

16. Board Member Sweeney thanked Chairman Chiarelli and the Board for the nomination to the Quad Cities Regional Economic Development Authority Board.

Board Member Nabors arrived at 6:19 p.m.

OPERATIONS & ADMINISTRATIVE COMMITTEE

17. Board Member McDonald made a motion to approve a Resolution Authorizing the Donation of Property Located at the Southwest Corner Intersection of Chestnut Street and South Church Street in the City of Rockford for Right-of-Way Purposes to the City of Rockford, IL, seconded by Board Member Hanserd. Motion was approved by a unanimous vote of all members present.
18. Board Member McDonald read in for the first reading of an Ordinance Adopting a Remote Work Policy to be Laid Over.
19. Board Member McDonald made a motion to approve a Resolution Awarding Off-Site Scanning Services for Document Imaging Using CIP Funds, seconded by Board Member Lindmark. Motion was approved by a unanimous vote of all members present.
20. Board Member McDonald made a motion to approve a Resolution Fuji Persona CS Compact C-Arm Machine for Coroner's Office, seconded by Board Member Lindmark. Motion was approved by a unanimous vote of all members present.
21. Board Member McDonald made a motion to approve a Resolution for Approval for Stop-Loss Insurance, seconded by Board Member Guevara. Motion was approved by a unanimous vote of all members present.
22. Board Member McDonald made a motion to approve a Resolution Authorizing the Execution of a Renewal Agreement with Arthur J. Gallagher for the Property and Casualty Coverage, seconded by Board Member Hanserd. Motion was approved by a unanimous vote of all members present.

PUBLIC WORKS COMMITTEE

23. No Report.

PUBLIC SAFETY AND JUDICIARY COMMITTEE

24. Board Member Lindmark made a motion to approve a Resolution Awarding Impound Vehicle Storage and Related Services, seconded by Board Member Goral. Motion was approved by a unanimous vote of all members present.
25. Board Member Lindmark read in a Resolution Authorizing Execution of a First Amendment to the Agreement for Police Services with 815 Entertainment LLC, DBA Hard Rock Casino Rockford. Board Member Lindmark made a motion to amend the Resolution, seconded by Board Member Guevara. Discussion by Board Member Lindmark, Chairman Chiarelli and Chief of the Civil Bureau Vaughn. Board Member Lindmark made a motion to approve the Resolution,

seconded by Board Member Guevara. Board Member Lindmark made a motion to amend the Resolution, seconded by Board Member Guevara. Motion to amend was approved by a unanimous vote of all members present. Board Member Lindmark made a motion to approve the amended Resolution, seconded by Board Member McCarthy. Motion was approved by a unanimous vote of all members present.

26. Board Member Lindmark made a motion to approve a Resolution Accepting Award and Authorizing Execution of Service Agreements and Amendment #01 for the Officer Recruitment and Retention Grant Program, seconded by Board Member Guevara. Motion was approved by a unanimous vote of all members present.

UNFINISHED BUSINESS

27. **Public Safety and Judiciary Committee**

- A. Board Member Lindmark read in a Resolution Awarding Service Agreements Using Public Safety Sales Tax Alternative Funding to Tommy Meeks, Rosecrance and Remedies. Board Member Lindmark made a motion to send back to committee, seconded by Board Member Guevara. Discussion by Board Member Lindmark, Chairman Chiarelli and Chief of the Civil Bureau Vaughn. Board Member Lindmark made a motion to approve the Resolution, seconded by Board Member Guevara. Board Member Lindmark made a motion to send back to committee, seconded by Board member Guevara. Discussion by Chairman's Office of Criminal Justice Initiatives Director Dokken, Chief Financial Officer Schultz, and Board Members Goral, Salgado, Webster, Nabors, Fellars and Arena. Motion to send back to committee was approved by a voice vote. (Board Member Nabors voted no.)

NEW BUSINESS

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

ANNOUNCEMENTS & COMMUNICATION

29. Chief Deputy Recorder Peppers submitted the Items Listed Below as Correspondence which were "Placed on File" by Chairman Chiarelli:
- A. Chief Deputy Recorder Peppers submitted from the United States Nuclear Regulatory Commission a letter regarding the Byron Station-Integrated Inspection Report 05000454/2023003 and 05000455/2023003 and Exercise of Enforcement Discretion.

ADJOURNMENT

30. 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 6:33 p.m.

Respectfully submitted,

Jill Peppers
Chief Deputy Recorder
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A handwritten signature in cursive script, appearing to read "Jill Peppers". The signature is written in black ink and is positioned to the right of the typed name.

**REGULAR ADJOURNED MEETING
WINNEBAGO COUNTY BOARD
DECEMBER 14, 2023**

1. Chairman Chiarelli Called to Order the Regular Adjourned Meeting of the Winnebago County Board for Thursday, December 14, 2023 at 6:00 p.m.
2. Board Member Lindmark gave the invocation and led the Pledge of Allegiance.
3. Agenda Announcements: None

County Administrator Thompson introduced two new staff members; Purchasing Director Hope Edwards and Mike Weber from the Sheriff's Department.
4. Roll Call: 15 Present. 5 Absent. (Board Members Arena, Booker, Butitta, Crosby, Fellars, Guevara, Hanserd, Hoffman, Lindmark, McDonald, Penney, Sweeney, Tassoni, Thompson and Webster. (Board Members Goral, McCarthy, Nabors, Salgado, and Scrol were absent.)

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

5. Awards - None

Presentations - None

Public Hearings - None

Public Participation- None

APPROVAL OF MINUTES

6. Chairman Chiarelli entertained a motion to approve the Minutes. Board Member Thompson made a motion to approve County Board Minutes of November 9, 2023 and layover County Board Minutes of November 30, 2023, seconded by Board Member Guevara. Motion was approved by a unanimous vote of all members present. (Board Members Goral, McCarthy, Nabors, Salgado, and Scrol were absent.)

Board Member Nabors arrived at 6:04 p.m.

CONSENT AGENDA

7. Chairman Chiarelli entertained a motion to approve the Consent Agenda for December 14, 2023. Board Member Thompson made a motion to approve the Consent Agenda which includes the

Raffle Report and Auditor's Report, seconded by Board Member Guevara. Motion was approved by a voice vote. (Board Members Goral, McCarthy, Salgado, and Scrol 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. North Park Fire Protection District, Annual Compensation: Not to exceed \$1,500

1. Timothy Freiberg (New Appointment), Rockford, Illinois, 3-year term, November 2023 to November 2026

B. Winnebago County Sheriff's Merit Commission, Annual Compensation: \$55 per meeting, not to exceed \$600 per year

1. Daniel Schlichting (New Appointment), Caledonia, Illinois, 6-year term, December 2023 to December 2029
2. Kevin Gulley (New Appointment), Leaf River, Illinois, 6-year term, December 2023 to December 2029

REPORTS FROM STANDING COMMITTEES

FINANCE COMMITTEE

9. Board Member Butitta made a motion to approve a Resolution to Approve Payment of Stipends to the Regional Superintendent and Assistant Regional Superintendent of Schools (Boone and Winnebago Counties), seconded by Board Member Sweeney. Motion was approved by a unanimous vote of all members present. (Board Members Goral, McCarthy, Salgado, and Scrol were absent.)
10. Board Member Butitta made a motion to approve a Resolution Authorizing Agreement between the County of Winnebago, Illinois, and the YMCA of Rock River Valley for Project Safe Neighborhoods (PSN) Initiative, seconded by Board Member Lindmark. Discussion by Board Member Butitta. Motion was approved by a unanimous vote of all members present. (Board Members Goral, McCarthy, Salgado, and Scrol were absent.)
11. Board Member Butitta made a motion to approve a Resolution Accepting Award and Authorizing Service Agreement for the Violent Crime Reduction in Illinois Communities (VCRIC) Program, seconded by Board Member Webster. Discussion by Board Member Butitta. Motion was approved by a unanimous vote of all members present. (Board Members Goral, McCarthy, Salgado, and Scrol were absent.)
12. Board Member Butitta read in for the first reading of an Ordinance for Approval of Budget Amendments for River Bluff Year End Adjustments to be Laid Over. Board Member Butitta made a motion to suspend the rules, seconded by Board Member Hoffman. Motion to suspend

was approved by a unanimous vote of all members present. (Board Members Goral, McCarthy, Salgado, and Scrol were absent.) Board Member Butitta made a motion to approve, seconded by Board Member Guevara. Discussion by Board Member Butitta. Motion was approved by a unanimous vote of all members present. (Board Members Goral, McCarthy, Salgado, and Scrol were absent.)

13. Board Member Butitta made a motion to approve a Resolution Authorizing Settlement of Pending Litigation (Vasilija Mitrovic v. Susan Goral, et al.), seconded by Board Member Arena. Discussion by Board Member Butitta. Motion was approved by a unanimous vote of all members present. (Board Members Goral, McCarthy, Salgado, and Scrol were absent.)

ZONING COMMITTEE

14. No Report.

ECONOMIC DEVELOPMENT COMMITTEE

15. Board Member Sweeny announced an upcoming meeting on Monday at 5:30.

OPERATIONS & ADMINISTRATIVE COMMITTEE

16. Board Member McDonald made a motion to approve a Resolution Awarding Contract for Bulk Natural Gas Supply, seconded by Board Member Arena. Discussion by Chief Financial Officer Schultz. Motion was approved by a unanimous vote of all members present. (Board Members Goral, McCarthy, Salgado, and Scrol were absent.)
17. Board Member McDonald read in for the first reading of an Ordinance Amending Chapter 62, Article IX (Regular Part-Time Employees) of the Winnebago County Code of Ordinances) to be Laid Over. Board Member McDonald made a motion to suspend the rules, seconded by Board Member Hanserd. Motion to suspend was approved by a voice vote. (Board Member Fellars voted no.) (Board Members Goral, McCarthy, Salgado, and Scrol were absent.) Board Member McDonald made a motion to approve the Resolution, seconded by Board Member Penney. Board Member McDonald made a motion to amend the Resolution, seconded by Board Member Thompson. Motion to amend was approved by a unanimous vote of all members present. (Board Members Goral, McCarthy, Salgado, and Scrol were absent.) Board Member McDonald moved to approve the Amended Ordinance, seconded by Board Member Hanserd. Discussion by Human Resource Director Crozier, County Administrator Thompson, Chief of the Civil Bureau Vaughn, and Board Members Fellars and Arena. Motion was approved by a unanimous vote of all members present. (Board Members Goral, McCarthy, Salgado, and Scrol were absent.)
18. Board Member McDonald made a motion to approve a Resolution Authorizing the Operation of Non-Highway Vehicles on Cunningham Road (Ch 49) and Winnebago Road (Ch 16) within the Village of Winnebago, seconded by Board Member Webster. Motion was approved by unanimous vote of all members present. (Board Members Goral, McCarthy, Salgado, and Scrol were absent.)

PUBLIC WORKS COMMITTEE

19. No Report.

PUBLIC SAFETY AND JUDICIARY COMMITTEE

20. Board Member Lindmark announced the Public Safety and Judiciary Committee will meet Wednesday, December 20th.

UNFINISHED BUSINESS

21. **Zoning Committee**

1. Board Member Webster made a motion to deny a Resolution Authorizing the DC Estate Winery (8877 State Line Rd, South Beloit, IL) be subject to the Jurisdiction of the City of South Beloit Pursuant to a Pre-Annexation Agreement, District 4, Laid Over from November 30, 2023 Meeting, seconded by Board Member Lindmark. Discussion by Board Member Guevara. Motion to deny was approved by a voice vote. (Board Member Nabors voted no.) (Board Members Goral, McCarthy, Salgado, and Scrol were absent.)

Operations and Administrative Committee

1. Board Member McDonald made a motion to approve an Ordinance Adopting a Remote Work Policy Laid Over from November 30, 2023 Meeting, seconded by Board Member Guevara. Motion was approved by a unanimous vote of all members present. (Board Members Goral, McCarthy, Salgado, and Scrol were absent.)

NEW BUSINESS

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

Board Member Crosby requested the following to be referred to Operations for further review:

1. Restore the Chairman's powers back to what they were on December 1, 2018.
2. The policy regarding Board Members to choose own Board seats on the floor.
3. Proclamations to be given at the podium by the Chairman.

ANNOUNCEMENTS & COMMUNICATION

23. County Clerk Gummow submitted the Items Listed Below as Correspondence which were "Placed on File" by Chairman Chiarelli:
- A. County Clerk Gummow submitted from the United States Nuclear Regulatory Commission the following:

- a. Summary of November 14, 2023, Public Pre-Application Meeting with Constellation Energy Generation, LLC on Adoption of TSTF-591 (EPID L-2023-LRM-0098).
 - b. Federal Register/Vol. 88, No. 227/Tuesday, November 28, 2023/Notices.
 - c. Monthly Notice; Applications and Amendments to Facility Operating Licenses and Combines Licenses Involving No Significant Hazards Considerations.
 - d. Byron Station, Units 1 and 2, NRC Initial License Examination Report 05000454/2023301; 05000455/2023301.
- B. County Clerk Gummow submitted from the Illinois Environmental Protection Agency a Public Notice Renewal of Federally Enforceable State Operating Permit Buckeye Terminals LLC-Rockford Terminal in Rockford.
- C. County Clerk Gummow submitted from Theresa Grennan, Chief Deputy Winnebago County Treasurer the following:
- a. Winnebago County Treasurer Bank Balances –October, 2023
 - b. Collateralization Report – October, 2023
 - c. Investment Report - as of October, 2023

Board Member Hanserd asked the Board Members to keep Board Member Scrol in their prayers.

Board Member Lindmark asked to keep the family of Roscoe Police Chief Evans in their prayers.

Board member Thompson wished all a Merry Christmas.

ADJOURNMENT

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

Respectfully submitted,



Lori Gummow

County Clerk

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CONSENT AGENDA

RAFFLE APPLICATION REPORT

Presently the County Clerk's office has Raffle Applications submitted by
3 different organization for 6 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
31021	1	Northern II Rifle & Pistol Club	01/01/2024-04/01/2024	\$900.00

The Following Have Requested A Class B, MULTIPLE (2, 3 OR 4) LICENSE

LICENSE #	# OF RAFFLES	NAME OF ORGANIZATION	LICENSE DATES	AMOUNT

The Following Have Requested A Class C, One Time Emergency License

LICENSE #	# OF RAFFLES	NAME OF ORGANIZATION	LICENSE DATES	AMOUNT

The Following Have Requested A Class D,E,& F Limited Annual License

LICENSE #	# OF RAFFLES	NAME OF ORGANIZATION	LICENSE DATES	AMOUNT
31022	1	American Legion Post 288	1/1/24-12/31/2024	\$5,000.00
31023	1	Rockford Live and Let Live Society	01/24/2024-12/31/2024	\$4,999.99
31024	1	Rockford Live and Let Live Society	01/24/2024-12/31/2024	\$4,999.99
31025	1	Rockford Live and Let Live Society	01/24/2024-12/31/2024	\$4,999.99
31026	1	Rockford Live and Let Live Society	01/24/2024-12/31/2024	\$2,500.00

This concludes my report,

Deputy Clerk Lisa Nolley

LORI GUMMOW
 Winnebago County Clerk

Date 28-Dec-23

RAFFLE APPLICATION REPORT

Presently the County Clerk's office has Raffle Applications submitted by
5 different organization for 23 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
31049	1	YMCA of Rock River Valley	01/13/2024-01/13/2024	\$500.00

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
31027	1	Forest Hills Lanes	1/12/2024-12/31/2024	\$100.00
31028	1	Forest Hills Lanes	01/12/2024-12/31/2024	\$100.00
31029	1	Forest Hills Lanes	01/12/2024-12/31/2024	\$100.00
31030	1	Forest Hills Lanes	01/12/2024-12/31/2024	\$100.00
31031	1	Forest Hills Lanes	01/12/2024-12/31/2024	\$100.00
31032	1	Forest Hills Lanes	01/12/2024-12/31/2024	\$100.00
31033	1	Forest Hills Lanes	01/12/2024-12/31/2024	\$100.00
31034	1	Cherry Bowl	01/12/2024-12/31/2024	\$100.00
31035	1	Cherry Bowl	01/12/2024-12/31/2024	\$100.00
31036	1	Cherry Bowl	01/12/2024-12/31/2024	\$100.00
31037	1	Cherry Bowl	01/12/2024-12/31/2024	\$100.00
31038	1	Cherry Bowl	01/12/2024-12/31/2024	\$100.00
31039	1	Cherry Bowl	01/12/2024-12/31/2024	\$100.00
31040	1	Cherry Bowl	01/12/2024-12/31/2024	\$100.00
31041	1	Don Carter Lanes	01/12/2024-12/31/2024	\$100.00
31042	1	Don Carter Lanes	01/12/2024-12/31/2024	\$100.00
31043	1	Don Carter Lanes	01/12/2024-12/31/2024	\$100.00
31044	1	Don Carter Lanes	01/12/2024-12/31/2024	\$100.00

31043	1	Don Carter Lanes	01/12/2024-12/31/2024	\$100.00
31046	1	Don Carter Lanes	01/12/2024-12/31/2024	\$100.00
31047	1	Don Carter Lanes	01/12/2024-12/31/2024	\$100.00
31048	1	Jefferson Horton Post 340	01/13/2024-01/13/2025	\$4,999.99

This concludes my report,

Deputy Clerk Lisa Nolley

LORI GUMMOW
Winnebago County Clerk

Date 11-Jan-24


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	\$	378,535
101	PUBLIC SAFETY TAX	\$	49,978
103	DOCUMENT STORAGE FUND	\$	9,741
106	RECORDERS DOCUMENT FEE FUND	\$	5,733
114	911 OPERATIONS FUND	\$	148,247
115	PROBATION SERVICE FUND	\$	12,457
116	HOST FEE FUND	\$	500
120	DEFERRED PROSECUTION PROGRAM	\$	7,398
126	LAW LIBRARY	\$	2,459
131	DETENTION HOME	\$	7,756
155	MEMORIAL HALL	\$	1,396
157	CIRCUIT CLERK ADMIN FUND	\$	4,887
161	COUNTY HIGHWAY	\$	261,931
162	COUNTY BRIDGE FUND	\$	633
163	FEDERAL AID MATCHING FUND	\$	10,951
164	MOTOR FUEL TAX FUND	\$	18,566
165	TOWNSHIP HIGHWAY FUND	\$	1,491
185	HEALTH INSURANCE	\$	174,073
194	TORT JUDGMENT & LIABILITY	\$	396,330
196	MENTAL HEALTH TAX FUND	\$	1,880,786
208	2013C SERIES REFUNDED BONDS	\$	803
253	2018 PENSION OBLIGATION BONDS	\$	825
301	HEALTH GRANTS	\$	72,953
302	SHERIFF'S DEPT GRANTS	\$	10
309	CIRCUIT COURT GRANT FUND	\$	6,746
313	AMERICA RESCUE PLAN	\$	521,793
401	RIVER BLUFF NURSING HOME	\$	309,853
410	ANIMAL SERVICES	\$	20,007
420	555 N COURT OPERATIONS FUND	\$	6,819
430	WATER FUND	\$	9,791
501	INTERNAL SERVICES	\$	11,071
751	POLICE TRAINING CENTER PROJECT	\$	782
	TOTAL THIS REPORT	\$	<u>4,335,301</u>

The adoption of this report is hereby recommended:


William Crowley, County Auditor

ADOPTED: This 11th day of January 2024 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

Reports of Standing Committees

ZONING COMMITTEE

Attachment
ZONING COMMITTEE
OF THE COUNTY BOARD AGENDA
January 11, 2024

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

PLANNING AND/OR ZONING REQUESTS:

TO BE LAID OVER:

1. Z-04-23 A MAP AMENDMENT TO REZONE 2.41+- ACRES FROM THE RA, RURAL AGRICULTURAL RESIDENTIAL DISTRICT (A SUB-DISTRICT OF THE RA DISTRICT) TO THE RE, RURAL ESTATE DISTRICT (A SUB-DISTRICT OF THE RA DISTRICT) requested by Scott Robinson, Property Owner, for the property that is commonly known as 3176 Freeport Road, Rockton, IL 61072, in Rockton Township.
PIN: 03-27-200-046 C.B. District 2
Lesa Rating: N/A Consistent W/2030 LRMP-Future Map: YES
ZBA Recommendation: *APPROVAL (7-0)*
ZC Recommendation: *APPROVAL (5-0)*
-

2. **COMMITTEE REPORT (ANNOUNCEMENTS)** - *for informational purposes only; not intended as an official public notice*:
 - Chairman, Brian Erickson, hereby announces that a *Zoning Board of Appeals (ZBA)* meeting is *tentatively* scheduled for **Tuesday, February 13, 2024**, at 5:30 p.m. in Room 303 of the County Administration Building.
 - Chairman, Jim Webster, hereby announces that the next *Zoning Committee (ZC)* meeting is *tentatively* scheduled for **Wednesday, February 21, 2023**, at 5:30 p.m. in Room 303 of the County Administration Building.

**ECONOMIC
DEVELOPMENT
COMMITTEE**



Resolution Executive Summary

Committee Date: Thursday, January 4, 2024

Committee: Economic Development

Prepared By: Jas Bilich & Chris Dornbush

Document Title: Resolution Granting Authority To The Winnebago County Board Chairman To Execute The Documents Necessary To Complete A Loan For \$65,000 From The Revolving Loan Fund To Xcel Foam & Packaging, LLC

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

Board Meeting Date: Thursday, January 11, 2024

Budget Information:

Was item budgeted? Yes	Appropriation Amount: \$65,000
If not, explain funding source:	
ORG - OBJ - Project Code: Fund available in fund #0307 (Revolving Loan Fund)	Budget Impact: None - Budgeted

Background Information:

Xcel Foam & Packaging, LLC have been in business since 2021 offering numerous packaging solutions for customers, and are owned by Diego A. Guerrero. Xcel utilizes several different foams, corrugated, paper, and hexa-comb packaging options that can be laser-cut to fit any item. Xcel has leased its current location, since its inception and are seeking to purchase the building, located at 2340 11th St, Rockford, IL. Xcel Foam & Packaging is requesting \$65,000 for 5 years at 7.5% interest rate from the Winnebago County Revolving Loan Fund for operating funds to give a buffer to rebuild its cash reserves after closing. Xcel Foam & Packaging has had rapid growth and the equity requirement has put a strain on cash reserves. This loan will create 6 additional FTE (full time equivalent) employees within 2 years. Xcel Foam & Packaging is utilizing a SBA 504 Loan and a loan from Stillman BancCorp to purchase the location of their operations to be able to expand and utilize the sections the current owner uses.

Recommendation:

Administration supports the recommendation as proposed with the terms stated by RLDC for the loan regarding Xcel Foam & Packaging, LLC.

Contract/Agreement:

NA

Legal Review:

Yes

Follow-Up:

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

Regional Planning & Economic Development Department

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

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

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

2024 CR _____

**RESOLUTION GRANTING AUTHORITY TO THE WINNEBAGO COUNTY
BOARD CHAIRMAN TO EXECUTE THE DOCUMENTS NECESSARY TO
COMPLETE A LOAN FOR \$65,000 FROM THE REVOLVING LOAN FUND
TO XCEL FOAM & PACKAGING, LLC**

WHEREAS, Xcel Foam & Packaging, LLC is a minority-owned specialized packaging configuration company started in 2021 by Diego A. Guerrero, and it offers several different foam, corrugated, paper, and hexa-comb packaging options that can be laser-cut to fit any item; and

WHEREAS, Xcel Foam & Packaging, LLC is located at 2340 11th Street, Rockford, Illinois and are requesting funds for working capital to rebuild its cash reserves following the planned purchase of their current location and the loans associated with the purchase; and

WHEREAS, Xcel Foam & Packaging, LLC has experienced rapid growth in its first 3 years of operations and need more usable space for manufacturing and storage, and are utilizing a Small Business Administration (SBA) 504 Loan and loan from Stillman BancCorp to purchase the property; and

WHEREAS, it is estimated that this loan will assist in the creation of six (6) new full-time equivalent employees in skilled machinist positions over the next two (2) years and generate sales which are currently around \$3,000,000 in the 3rd year of operation; and

WHEREAS, Xcel Foam & Packaging, LLC has seen rapid growth and have expansion needs to be met to continue the growth, and they are seeking a loan to assist with the operational funding to be able to purchase the current building, as recommended by the staff of Rockford Local Development Corporation (RLDC), sixty-five thousand dollars (\$65,000.00) amortized at seven and half percent (7.5%) for five (5) years from the County of Winnebago's Revolving Loan Fund to Xcel Foam & Packaging, LLC, secured by a subordinated lien on all business assets, as well as a personal guarantee by Diego A. Guerrero.

NOW THEREFORE, BE IT RESOLVED, by the County Board of the County of Winnebago, Illinois, that the Winnebago County Board Chairman is hereby authorized to execute the loan documents prepared by Rockford Local Development Corporation (RLDC) and approved by the Winnebago County State's Attorney's Office for the loan of sixty-five thousand dollars (\$65,000.00) at seven and half percent (7.5%) fully amortized over five (5) years to Xcel Foam & Packaging, LLC secured by a subordinated lien on all business assets, as well as a personal guarantee from Diego A. Guerrero.

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

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

Respectfully submitted,
Economic Development Committee

AGREE

DISAGREE

JOHN SWEENEY, CHAIRMAN

JOHN SWEENEY, CHAIRMAN

JEAN CROSBY

JEAN CROSBY

ANGELA FELLARS

ANGELA FELLARS

VALERIE HANSERD

VALERIE HANSERD

BRAD LINDMARK

BRAD LINDMARK

TIM NABORS

TIM NABORS

JOHN PENNEY

JOHN PENNEY

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

ATTESTED BY:

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

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

Revolving Loan Fund
Loan Summary for:
Xcel Foam & Packaging, LLC

Applicant:

Xcel Foam & Packaging, LLC

Principal / Officer (%): Diego A. Guerrero (100%)

Location Address:

2340 11th St. Rockford, Illinois 61104

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

County Board District #: 12

County Board Member: Jaime Salgado

Jurisdiction: Rockford

Type of Business: New (Start-up)

Expansion (Existing)

Industry: Packaging Service

<u>Requested County Revolving Loan Fund:</u>					<u>Employees:</u> Current Projected		
Investment(s)				Percentage	Full-Time Equivalent (FTE):	15	21
County:	\$ 65,000.00	7.50%	interest	4.76%			
		5	years				
Owner's:	\$ 130,000.00			9.52%	Part Time: 0	0	<i>Within the first 2 years of business operating, from the opening.</i>
Stillman	\$ 650,000.00			47.62%			
RenaCorp	\$ 520,000.00			38.10%			
SBA 504	\$ 520,000.00			0.00%			
Total Financing of Project:	\$ 1,365,000.00			100.00%	Total:	6	

***Cost of County funds per projected job created: **\$10,833**

Uses of Loan Proceeds:

- For the operating funds to rebuild cash reserves after building purchase.

Description of Business & Project:

Xcel Foam & Packaging, LLC (Xcel) is a packaging company owned by Diego A. Guerrero. He started the business in 2021. Xcel utilizes several different foam, corrugated, paper, and hexacomb packaging options that can be laser-cut to fit any item, whether it be manufacturing parts, military weapons, MRI machines, or highly delicate parts. Mr.

Revolving Loan Fund
Loan Summary for:
Xcel Foam & Packaging, LLC

Guerrero has 15 years experience in his company's field. Xcel's primary focus is to provide packaging solutions to a variety of vendors and industries in need of specialized packaging configurations. They utilize several different foam, corrugated, paper, and hexacomb packaging options that can be laser-cut to fit any item, whether it be manufacturing parts, military weapons, MRI machines, or highly delicate parts. Xcel prides itself on its ability to create custom packaging material for any item their respective client needs.

Xcel has leased its current location, 2340 11th Street since its inception. The business has experienced rapid growth in its first 3 years of operations, and they are beginning to run out of usable space to manufacture and store all their packaging options. Xcel has had to convert usable factory space into office areas, as they are unable to expand into office areas currently utilized by its property owners. By purchasing the property, Xcel can take control of the facility and convert office space into usable factory space by utilizing office spaces currently used by the property owner.

The business is well-diversified and not overly reliant on one customer or industry. This speaks to Xcel's wide offerings of packaging solutions across several industries. There are a couple of large packaging companies in Rockford, including his father's business, Warrior Industrial Packaging, that directly compete with Xcel. Other shipping companies like UPS and Amazon are not considered competitors, as Xcel does not directly ship items and is instead only responsible for providing strong and secure packaging options for customers.

Xcel is seeking \$65,000 to finance working capital after straining their cash reserves in the recent deposit of a 10% equity requirement for their SBA 504 loan. The working capital will allow the business to continue operations as normal until they incur receivables and replenish their cash reserves. \$1,300,000 will go towards the purchase of 2340 11th Street, where Xcel currently occupies. This will allow the business to grow and expand in its current location, as well as adding more value to the assets of the company in the future. The revenues are nearly hitting the \$3 million mark by the 3rd year of operating, the company is showing rapid growth, but also the capability of repayment on their debt. Currently the company is showing profit, even after the large amount of funding used for the purchase of equipment to operate such a business.

RLDC Recommendation:

Staff recommends a sixty-five-thousand-dollar (\$65,000), term loan to be fully amortized over five (5) years at seven and half percent (7.5%) for the following reasons:

- 1) Participation in this project is projected to contribute to the creation of six Full Time Equivalent's (FTE).
- 2) Xcel has demonstrated historic cash flow more than adequate to service total debt.
- 3) Diego. A Guerrero is an experienced manager with over 15 years in the foam and corrugated packaging industry, which will aid in the development and growth of Xcel.
- 4) Participation in this project benefits job creation in a Labor Surplus area, redevelopment of a redevelopment district, and supports a minority-owned business.

Revolving Loan Fund
Loan Summary for:
Xcel Foam & Packaging, LLC

Other Conditions:

Diego A. Guerrero will personally guarantee the loan.

Strengths & Weaknesses

Strengths

- 1) Participation in this project is projected to contribute to the creation of six Full Time Equivalent's (FTE).
- 2) Xcel has demonstrated historic cash flow more than adequate to service total debt.
- 3) Diego. A Guerrero is an experienced manager with over 15 years in the foam and corrugated packaging industry, which will aid in the development and growth of Xcel.
- 4) Participation in this project benefits job creation in a Labor Surplus area, redevelopment of a redevelopment district, and supports a minority-owned business.

Weaknesses

- 1) Xcel is a relatively new business with only 2 years of operating history. Despite a negative net income in their first year, Xcel has shown excellent growth and Mr. Guerrero's experience in the industry mitigates this risk.

Attachments:

1. *Illinois Secretary of State Corporation / LLC Certificate of Good Standing*
2. *WinGIS Site Location*
3. *Tax Information*
4. *Township Assessor Data*
5. *Company Website*
6. *Revolving Loan Fund Summary Information*



Office of the Secretary of State

ilsos.gov

Business Entity Search

Entity Information

Entity Name	XCEL FOAM & PACKAGING LLC		
Principal Address	402 S 2ND ST OREGON,IL 610610000		
File Number	10473608	Status	ACTIVE on 05-08-2023
Entity Type	LLC	Type of LLC	Domestic
Org. Date/Admission Date	06-09-2021	Jurisdiction	IL
Duration	PERPETUAL		
Annual Report Filing Date	05-08-2023	Annual Report Year	2023
Agent Information	NOEL BALDWIN 330 E. JACKSON STREET WOODSTOCK, IL 60098	Agent Change Date	08-01-2022

Services and More Information

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

[Purchase Master Entity Certificate of Good Standing](#)

[Articles of Amendment Effecting A Name Change](#)

[Adopting Assumed Name](#)

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

Parcel Summary



2340 11TH ST

Pin	Alt.Pin	Property Size
1136376006	216C715	Sq. Feet: 102595 Acres: 2.36

Owner Name and Address

DOTBEN23 INVESTMENTS LLC,
10253 N 2ND STREET
MACHESNEY PARK, IL 61115

Taxpayer Name and Address

DOTBEN23 INVESTMENTS LLC,
10253 N 2ND STREET
MACHESNEY PARK, IL 61115

Legal Description

EXC IRR TR 121.2 FT X 18.4 FT X 19.7 FT X 103 FT LYG 400 FT E OF 11TH ST 1120 FT N OF S SEC LINE W 614 FT N 158 FT OF S 1278 FT E 1/2 W 1/4 SEC: 36 TWP: 044 RANGE: 001 ACRES: 1.98

Zoning District: I1

Zoning District: I1

SCHOOLDIST : Rockford School Dist #205

GRADESCHOOL :

Flood Zone Type

X

In/Out

F

Property Use Code

0081

Description

Ind Land + Improve

Township

ROCKFORD

Assessor

Ken Crowley

Sales History

Date	Type	Amount	Doc. No
2021-01-15	NOTAD	450000.0000	2021004893
2005-10-14	MULTI	300000.0000	0562873
2005-10-14	MULTI	300000.0000	0562874

Year	Fair Market Value	Total Tax Bill	Code
2022	205760.00	7835.36	001

Current Exemptions



Winnebago County

County Treasurer

[Wincoil Home Page](#)
[Treasurer Home Page](#)
[Supervisor of Assessments](#)
[Search Again](#)

Parcel Tax Details for Parcel Number 11-36-376-006

[View Property via WinGIS](#)

[View Property Sales Data, Structural Information & Building Permit History via Rockford Township Assessor](#)

Please choose the tax year you would like to view details for:

2022 ▼

Tax Payment Information **2022 taxes payable in 2023**

Owner Address

DOTBEN23 INVESTMENTS LLC,
10253 N 2ND STREET
MACHESNEY PARK, IL 61115

Taxbill Address

DOTBEN23 INVESTMENTS LLC
10253 N 2ND STREET
MACHESNEY PARK, IL 61115

----- First Installment-----

Due Date: 6/2/2023
Amount: 3917.68
Penalty: 0.00
Cost: 0.00
Total Due: 3917.68
Paid: 3917.68 Date: 6/5/2023
By: Illinois Bank & Trust lockbox

----- Second Installment-----

Due Date: 9/8/2023
Amount: 3917.68
Penalty: 0.00
Cost: 0.00
Total Due: 3917.68
Paid: 3917.68 Date: 9/7/2023
By: ILLINOIS BANK & TRUST lockbox

For Parcel Address: 2340 11TH ST

Tax Calculation

Description	Amount
Board of Review Assessed Value	68579

Township Equalization Factor	x	1.0000
Board of Review Equalized Value	=	68579
Home Improvement Exemption	-	0
Disabled Veteran Exemption	-	0
Department of Revenue Assessed Value	=	68579
County Multiplier	x	1.0000
Revised Equalized Value	=	68579
Senior Freeze Exemption	-	0
FAF/VAF Exemption	-	0
Owner Occupied Exemption	-	0
Over 65 Exemption	-	0
New Disabled or Veteran Exemption	-	0
Returning Veteran Exemption	-	0
Taxable Value	=	68579
Tax Rate for Tax Code 001	x	11.4253
Calculated Tax	=	\$7835.36
Non Ad Valorem -	+	\$0.00
Abatements	-	\$0.00
TOTAL TAX DUE:	=	\$7835.36
Fair Market Value: 205760		1977 Equalized Value: 89689

Taxing Bodies and Rates

<i>Taxing Body</i>	<i>Rate</i>	<i>Tax</i>
WINNEBAGO COUNTY	0.8373	\$574.22
FOREST PRESERVE	0.0993	\$68.10
ROCKFORD TOWNSHIP	0.1072	\$73.52
ROCKFORD CITY	2.4575	\$1685.33
ROCKFORD PARK DISTRICT	0.9401	\$644.71
FOUR RIVERS SANITATION AUTHORITY	0.1593	\$109.25
ROCKFORD CITY LIBRARY	0.3760	\$257.86
GREATER RKFD AIRPORT	0.0926	\$63.50
ROCKFORD SCHOOL DIST 205	5.7625	\$3951.86
COMMUNITY COLLEGE 511	0.4762	\$326.57
ROCKFORD TWSP ROAD	0.1173	\$80.44

***** ***End of Real Estate Tax Information*** *****

[Top of Page](#)

[Search Again](#)

ROCKFORD TOWNSHIP PROPERTY INFORMATION

Property

Aerial

Values & Exemptions

Tax Bills

Property Location**Parcel Number:**

11-36-376-006

Property Code:

216C715

Address:

2340 11TH ST

Rockford, IL 61104

Taxpayer:

DOTBEN23 INVESTMENTS LLC,

10253 N 2ND STREET

MACHESNEY PARK , IL 61115

Legal Description

EXC IRR TR 121.2 FT X 18.4 FT X 19.7 FT X 103
 FT LYG 400 FT E OF 11TH ST 1120 FT N OF S
 SEC LINE W 614 FT N 158 FT OF S 1278 FT E 1/2
 W 1/4 SEC: 36 TWP: 044 RANGE: 001 ACRES:
 1.98

SEC / TWP / [LOT] / RNG [BLK] / ACRES

036 044 001 1.98

Improvement Information**NBHD:**

54889

Class:

INDUSTRIAL

Land Use:

IMPROVED INDUSTRIAL

Building Name:

SPIDER COMPANY

Zoning:

I1

Year Built:

1916

Exterior Wall Height:

22

Exterior Walls:

BRICK & CB

Gross Building SF:

43,310

Land SF:

97,012

SDR FACTORY 47960 SF; 2016 BP DONE FOR 2018-NO AV; OR=2021 BOR FINAL DEC.

Information on this site was derived from data which was compiled by the Rockford Township Assessor's office solely for the governmental purpose of property assessment. This information should not be relied upon by anyone as a determination of ownership of property or market value. No warranties, expressed or implied, are provided for the accuracy of data herein, its use, or its interpretation.

Although it is periodically updated, this information may not reflect the data currently on file in the Assessor's office. The assessed values may NOT be certified values and therefore may be subject to change before being finalized for ad valorem assessment purposes.

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Home

Your One Stop Packaging Shop!

With over 10 years in the packaging industry, Xcel Foam and Packaging was established in July 2021. Based in Rockford, IL, Xcel is a business that prides itself on quality and service.

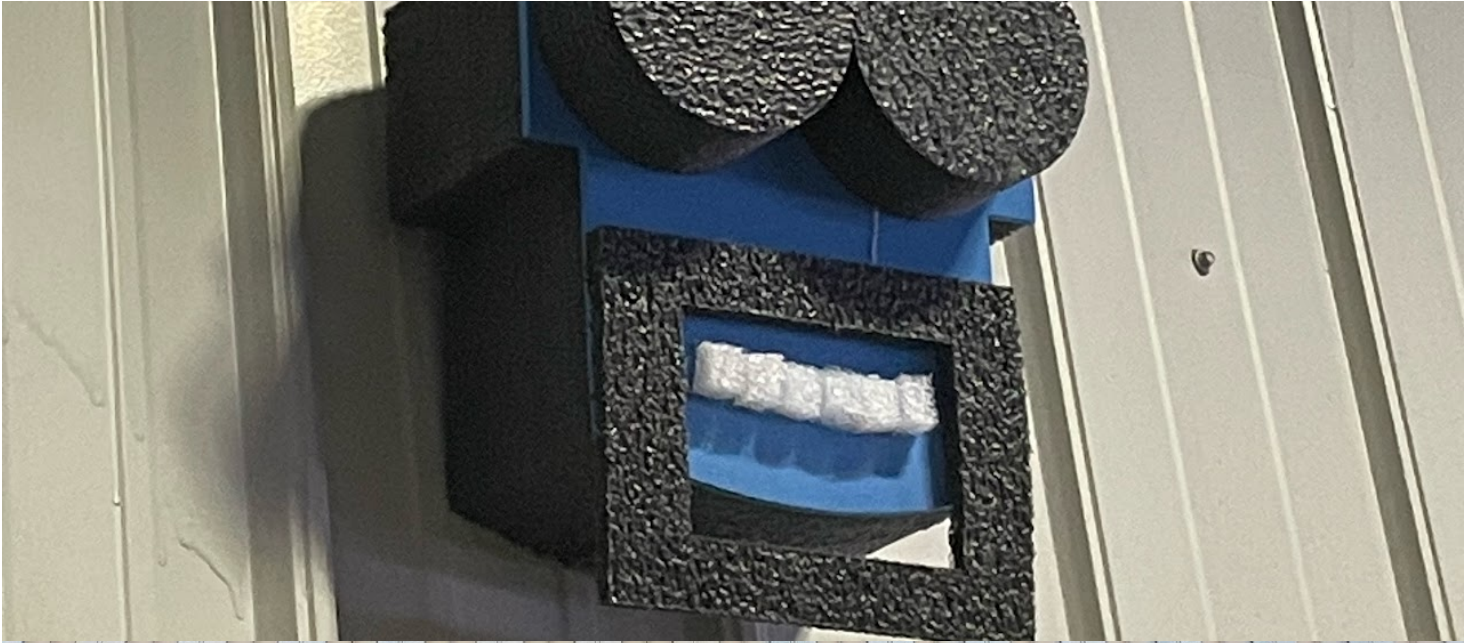
Here at Xcel, we have numerous foams, XLPE, PE, EPS, PU, EPP, EPE in multiple colors and grades in stock, alongside unmatched waterjet cutting capability. We have been able to help out customers reduce long lead times, with excellent quality products, while still providing great prices. Materials may be available in standard sheet and roll form, as well as custom cuts and fabrication.

In addition to fabricating a wide range of foam, plastic, corrugated, and wood materials, we have also added hexacomb converting. This has opened up opportunity to provide customers with low volume die cuts and pads for hexacomb products. From simple to complex, big or small, we have everything for your packaging needs.

We are the vendor that will do what others won't do, even if it seems too "complicated". We welcome every opportunity to be of service!

Why Choose Xcel Foam?







As a family run business we are proud of our reputation for superior customer service, along with an excellent design team to help put your ideas into motion.

We strive on forming partnerships with our customers, and work with them to get the job done while still maintaining the best price and quality.

We are constantly seeking to find the latest technology to further our capabilities and to be able to offer our customers new/improved options.





2340 11th St
Rockford, IL 61104

info@xcelfoam.com

[Site Map](#)

[Home](#)

[Products](#)

[Reviews](#)

[Contact](#)

Hours:
Mon-Fri: 8 am - 4:30 pm
Sat & Sun: Closed

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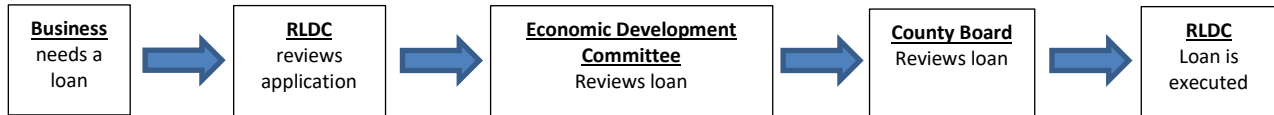


Winnebago County Revolving Loan Fund (RLF) Program Overview

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

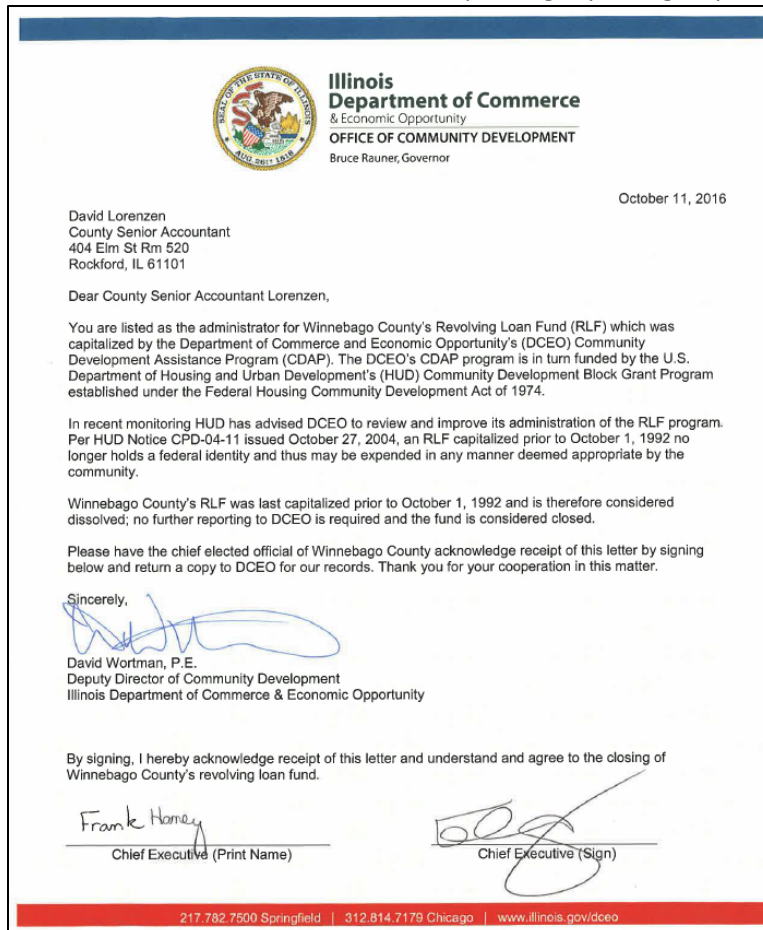
REVOLVING LOAN FUND PROCESS IN A NUTSHELL

(Assuming approval at each step)



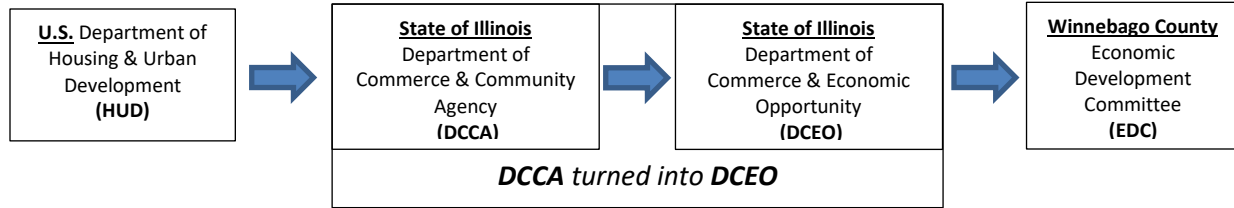
- Program is used for Gap Financing, examples of use...
 - Land & Building
 - Equipment & Machinery
 - Working Capital

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



Winnebago County Revolving Loan Fund (RLF) Program Overview

Origin of Funding for Revolving Loan Fund Program



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

Activity Summary

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



Resolution Executive Summary

Committee Date: Thursday, January 4, 2024

Committee: Economic Development

Prepared By: Jas Bilich & Chris Dornbush

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

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

Board Meeting Date: Thursday, January 11, 2024

Budget Information:

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

Background Information:

Rogue Event Rentals, LLC have been doing business as Brent’s Bouncin Inflatables since 2023 offering numerous inflatable toys to lease for customers, and are owned by Alexander Blondin. Brent’s Bouncin Inflatables offers multiple inflatable toys like bounce houses, slides, mechanical bull, etc. to lease. Rogue Event Rentals is owned by Alexander Blondin who also owns Bubbles and Bows, LLC, which are both located at 14411 De La Tour Drive, South Beloit, Illinois. Rogue Event Rentals is requesting \$50,000 for 1 year, amortized at 5 years, at 8.0% interest rate from the Winnebago County Revolving Loan Fund for operating funds to fund the winter months when rentals of inflatables are low. Rogue Event Rentals has had instant success since the purchase and are seeking funding for the slow season. This loan will create 6 additional FTE (full time equivalent) employees within 2 years. Bubbles and Bows, Alexander’s other business, is utilizing a loan from NICDC and has an exemplary repayment history and shows strong credit worthiness.

Recommendation:

Administration supports the recommendation as proposed with the terms stated by RLDC for the loan regarding Rogue Event Rentals, LLC.

Contract/Agreement:

NA

Legal Review:

Yes

Follow-Up:

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

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

SUBMITTED BY: ECONOMIC DEVELOPMENT COMMITTEE

2024 CR _____

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

WHEREAS, Rogue Event Rentals, LLC doing business as (d/b/a) Brent's Bouncin Inflatables was acquired by Alexander Blondin in March 2023 and it specializes in servicing and leasing inflatable toys for parties; and

WHEREAS, Rogue Event Rentals, LLC is located at 14411 De La Tour Drive, South Beloit, Illinois and are requesting funds for working capital to fund operations through the winter months when rentals of inflatables are low; and

WHEREAS, Rogue Event Rentals, LLC has experienced instant success since the acquisition, but needs operating capital to fund the business and retain employees through the winter months; and

WHEREAS, it is estimated that this loan will assist in the creation of six (6) new full-time equivalent employees over the next two (2) years and generate sales which are currently around \$1.6 million dollars annualized; and

WHEREAS, Rogue Event Rentals, LLC has seen instant success and strong revenues, and they are seeking a loan to assist with operating capital to fund operations during the slower winter months, as recommended by the staff of Rockford Local Development Corporation (RLDC), fifty thousand dollars (\$50,000.00) for one (1) year, amortized at eight percent (8%) for five (5) years from the County of Winnebago's Revolving Loan Fund to Rogue Event Rentals, LLC, secured by a subordinated lien on all business assets, as well as a personal guarantee by Alexander Blondin.

NOW THEREFORE, BE IT RESOLVED, by the County Board of the County of Winnebago, Illinois, that the Winnebago County Board Chairman is hereby authorized to execute the loan documents prepared by Rockford Local Development Corporation (RLDC) and approved by the Winnebago County State's Attorney's Office for the loan of fifty thousand dollars (\$50,000.00) for one (1) year, amortized at eight percent (8%) for five (5) years from the County of Winnebago's Revolving Loan Fund to Rogue Event Rentals, LLC, secured by a subordinated lien on all business assets, as well as a personal guarantee by Alexander Blondin.

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

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

Respectfully submitted,
Economic Development Committee

AGREE

DISAGREE

JOHN SWEENEY, CHAIRMAN

JOHN SWEENEY, CHAIRMAN

JEAN CROSBY

JEAN CROSBY

ANGELA FELLARS

ANGELA FELLARS

VALERIE HANSERD

VALERIE HANSERD

BRAD LINDMARK

BRAD LINDMARK

TIM NABORS

TIM NABORS

JOHN PENNEY

JOHN PENNEY

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

ATTESTED BY:

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

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

Revolving Loan Fund

Loan Summary for:

Rogue Event Rentals, LLC (d/b/a Brent's Bouncin Inflatables)

<u>Applicant:</u>	<u>P.I.N.:</u> 04-18-226-024
Rogue Event Rentals, LLC (d/b/a Brent's Bouncin Inflatables)	<u>Principal / Officer (%):</u> Alexander Blondin (100%)
<u>Location Address:</u>	<u>Website:</u> https://www.bbinflatables.com/
14411 De La Tour Dr. South Beloit, Illinois 61104	<u>County Board District #:</u> 2
	<u>County Board Member:</u> Jim Webster
<u>Jurisdiction:</u> South Beloit	
<u>Type of Business:</u> <input type="checkbox"/> New (Start-up) <input checked="" type="checkbox"/> Expansion (Existing)	
<u>Industry:</u> Inflatables Rental	

<u>Requested County Revolving Loan Fund:</u>					<u>Employees:</u> Current Projected		
Investment(s)				Percentage	Full-Time Equivalent (FTE):	18	24
County:	\$ 50,000.00	8.00%	interest	50.00%			
			1 years				
Owner's:	\$ -			0.00%	Part Time:	0	<i>Within the first 2 years of business operating, from the opening.</i>
NICDC	\$ 50,000.00			50.00%			
				0.00%			
				0.00%			
Total Financing of Project:	\$ 100,000.00			100.00%	Total:	6	

***Cost of County funds per projected job created: \$8,333

Uses of Loan Proceeds:

- For the operating funds during the slower winter months.

Revolving Loan Fund

Loan Summary for:

Rogue Event Rentals, LLC (d/b/a Brent's Bouncin Inflatables)

Description of Business & Project:

Rogue Event Rentals, LLC (d/b/a Brent's Bouncin Inflatables) is an inflatable toy rental company owned by Alexander Blondin. Mr. Blondin, who is an existing client of RLDC, bought the business in March 2023 for \$950,000. He has operated the business for six months with instant success having reported annualized revenues of \$1.6 mil and operating profit of \$360,000 for the six months ending September 30, 2023. He seeks supplemental operating capital to fund the business and keep key employees on the payroll through the seasonally slow winter months. NICDC funded its \$50,000 loan in early November and now seeks County support for an additional \$50,000 to get the business through the seasonally slow balance of the winter months.

Alexander Blondin and Danielle Blondin previously completed the acquisition of Bubbles and Bows Pet Grooming. The business was purchased for \$680,000 with financing provided by Northern Illinois Community Development Corporation which is providing \$50,000 to Brent's in this transaction. Both Alexander and Danielle have maintained their full-time occupations which creates additional income to help service debt as merited although the business generates adequate income to service requested debt. The purchase request was financed through Northwest Bank and the SBA 7A loan program with supplemental funding from NICDC. Brent's Bouncin Inflatables operates out of two locations in South Beloit, IL, from where its business can service the southern Wisconsin and northern Illinois stateline counties. And their competition is limited to two other businesses, one located in Rockford and the other in Algonquin. Alexander currently works as a Senior Tax Accountant at ABC Supply and works closely with many of their related companies with financial and tax planning. He is also a CPA and has his bachelor's degree in both finance and accounting with minor in business management from the University of Wisconsin. Danielle is currently a school counselor for the School District of Beloit, WI. She graduated with a B.S. in Psychology from Rockford University and a Master's in School Counseling from Marquette University. They intend to keep their jobs as steady income, and have retained the location managers to continue overseeing employees and operations.

Mr. Blondin is looking for permanent working capital from each the County and NICDC totaling \$100,000 (\$50,000 each) to support the business and key employee retention during the seasonally slow winter months. NICDC recently closed its \$50,000 loan but those funds are dissipating as they were used to carry the business in November and December. The outlook for both of the businesses is great. Primarily due to the encouraged pet ownership during COVID, improved disposable income, and consumer preferences regarding child and pet care. With the instant success after the purchase totaling \$1.6 mill in revenues since March 2023 and strong operating profits, RLDC recommends the loan based also on his strong repayment record.

Revolving Loan Fund

Loan Summary for:

Rogue Event Rentals, LLC (d/b/a Brent's Bouncin Inflatables)

RLDC Recommendation:

Staff recommends a fifty-thousand-dollar (\$50,000), 1 year term loan, to be fully amortized over five (5) years at eight percent (8%) for the following reasons:

- 1) Participation in this project is projected to contribute to the creation of six Full Time Equivalent's (FTE).
- 2) Brent's has demonstrated historic cash flow more than adequate to service total debt.
- 3) Bubbles and Bows has two loans outstanding with NICDC that have an exemplary repayment history demonstrating strong creditworthiness of the borrower.
- 4) Both Alexander and his spouse have income generated from outside the company providing additional resources to repay their debts.

Other Conditions:

Alexander Blondin will personally guarantee the loan.

Strengths & Weaknesses

Strengths

- 1) Brent's has demonstrated cash flow sufficient to service total debt including the proposed loan.
- 2) Participation in this project is projected to contribute to the creation of six (6) full-time jobs within two years.
- 3) Bubbles and Bows has two loans outstanding with NICDC that have an exemplary repayment history demonstrating strong creditworthiness of the borrower.
- 4) Both Alexander and his spouse have income generated from outside the company providing additional resources to repay their debts.

Weaknesses

- 1) Alexander Blondin is new to the industry. However, the business he acquired had a strong, albeit short, operating history and on-site managers as well as Alex's significant financial experience which is typically a skillset that new entrepreneurs lack.
- 2) The proposed loan is not adequately secured by project collateral.

Revolving Loan Fund

Loan Summary for:

Rogue Event Rentals, LLC (d/b/a Brent's Bouncin Inflatables)

Attachments:

1. *Illinois Secretary of State Corporation / LLC Certificate of Good Standing*
2. *WinGIS Site Location*
3. *Tax Information*
4. *Company Website*
5. *Revolving Loan Fund Summary Information*



Office of the Secretary of State

ilsos.gov

Business Entity Search

Entity Information

Entity Name	ROGUE EVENT RENTALS LLC		
Principal Address	8703 OVERLOOK DR ROSCOE, IL 610730000		
File Number	12664478	Status	ACTIVE on 01-05-2023
Entity Type	LLC	Type of LLC	Domestic
Org. Date/Admission Date	01-05-2023	Jurisdiction	IL
Duration	PERPETUAL		
Annual Report Filing Date	00-00-0000	Annual Report Year	2024
Agent Information	ALEXANDER BLONDIN 8703 OVERLOOK DR ROSCOE, IL 61073-7698	Agent Change Date	01-05-2023

Services and More Information

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

[Purchase Master Entity Certificate of Good Standing](#)

[Purchase Assumed Name Certificate of Good Standing](#)

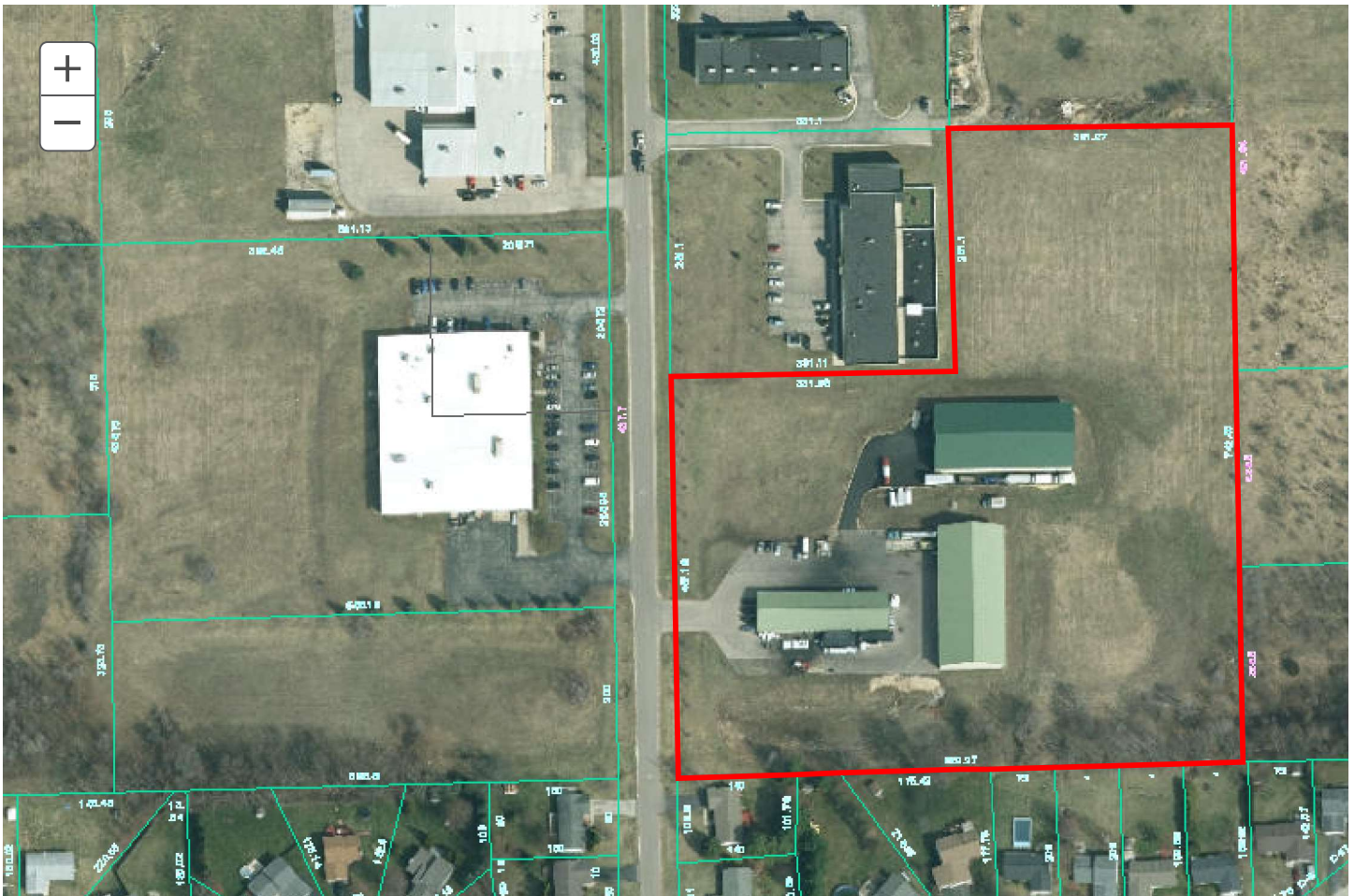
[File Annual Report](#)

[Articles of Amendment Effecting A Name Change](#)

[Adopting Assumed Name](#)

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

Parcel Summary



144XX DE LA TOUR DR

Pin	Alt.Pin	Property Size
0418226024	null	Sq. Feet: 398879 Acres: 9.16

Owner Name and Address

B&G LLC,
5263 GLEN DR
ROSCOE, IL 61073

Taxpayer Name and Address

B&G LLC,
5263 GLEN DR
ROSCOE, IL 61073

Legal Description

B & G DEVELOPMENT PT N1/2 NE1/4 SEC 18-46-2 LOT 1

Zoning Class: CG

SCHOOLDIST : South Beloit School Dist #320

GRADESCHOOL :

Flood Zone Type

X

In/Out

F

Property Use Code

0022

Description

Farm+Improve+Non Farm AV

Township

ROCKTON

Assessor

Dana Adams

Sales History

Date

Type

Amount

Doc. No

Year

Fair Market Value

Total Tax Bill

Code

2022

843850.00

24551.90

190

Current Exemptions



Winnebago County Treasurer

[Wincoil Home Page](#)
[Treasurer Home Page](#)
[Supervisor of Assessments](#)
[Search Again](#)

Parcel Tax Details for Parcel Number 04-18-226-024

[View Property via WinGIS](#)

Please choose the tax year you would like to view details for:

2022 ▼

Tax Payment Information 2022 taxes payable in 2023

Owner Address

BANDG LLC,
5263 GLEN DR
ROSCOE, IL 61073

Taxbill Address

BANDG LLC,
5263 GLEN DR
ROSCOE,IL 61073

----- First Installment-----

Due Date: 6/2/2023
Amount: 12275.95
Penalty: 0.00
Cost: 0.00
Total Due: 12275.95
Paid: 12275.95 Date: 6/2/2023
By: MIDWEST COMMODITIES GROUP

----- Second Installment-----

Due Date: 9/8/2023
Amount: 12275.95
Penalty: 0.00
Cost: 0.00
Total Due: 12275.95
Paid: 12275.95 Date: 8/11/2023
By: PAID AT STILLMAN BANK

For Parcel Address: 144XX DE LA TOUR DR

Tax Calculation

Description		Amount
Board of Review Assessed Value		283827
Township Equalization Factor	x	1.0000
Board of Review Equalized Value	=	283827
Home Improvement Exemption	-	0

Disabled Veteran Exemption	-	0
Department of Revenue Assessed Value	=	283827
County Multiplier	x	1.0000
Revised Equalized Value	=	283827
Senior Freeze Exemption	-	0
FAF/VAF Exemption	-	0
Owner Occupied Exemption	-	0
Over 65 Exemption	-	0
New Disabled or Veteran Exemption	-	0
Returning Veteran Exemption	-	0
Taxable Value	=	283827
Tax Rate for Tax Code 190	x	8.6503
Calculated Tax	=	\$24551.90
Non Ad Valorem -	+	\$0.00
Abatements	-	\$0.00
TOTAL TAX DUE:	=	\$24551.90
Fair Market Value: 843850		1977 Equalized Value: 0

Taxing Bodies and Rates

<i>Taxing Body</i>	<i>Rate</i>	<i>Tax</i>
WINNEBAGO COUNTY	0.8373	\$2376.50
FOREST PRESERVE	0.0993	\$281.84
ROCKTON TOWNSHIP	0.1819	\$516.28
SOUTH BELOIT CITY	1.0026	\$2845.65
SOUTH BELOIT CITY LIBRARY	0.1920	\$544.95
SOUTH BELOIT SD #320	5.7169	\$16226.11
COMMUNITY COLLEGE 511	0.4762	\$1351.58
ROCKTON TWSP ROAD	0.1441	\$408.99

***** ***End of Real Estate Tax Information*** *****

[Top of Page](#)


[Search Again](#)




(/home/)

Wisconsin - Illinois

EVENT RENTAL SPECIALISTS

 (<https://www.facebook.com/bbinflatables/>)

 (https://www.instagram.com/brents_bouncin_inflatables/)

 (<mailto:info@bbinflatables.com>)

Call: 815.624.0046 (tel:8156240046)

[My Cart \(/cart/\)](/cart/) [FAQs \(/faq/\)](/faq/) [Contact \(/contact_us/\)](/contact_us/)

Check Availability or
Make A Reservation



What can I help you find?





Welcome to Brent's Bouncin' Inflatables

Wisconsin & Illinois' leading event rental specialists.

Thank you for visiting BBinflatables.com. Brent's Bouncin' Inflatables offers a wide variety of inflatable jumps and other party supplies, from tents, tables, and chairs to concessions and interactive games. All of our equipment is cleaned and sanitized after each use and our inflatables are fully insured and licensed! We set up at almost any event, including schools, churches, community events, street dances, birthday parties, or just a backyard get together, indoors or outdoors!

Making your reservation at BBinflatables.com is fast and easy with our online reservation system. Simply select your date and times by clicking the reservation button at the top of every page. Then as you browse through all the awesome rental items on this site, you will be presented with those items that are available on your selected date. When you see something you would like to rent, just click the add to cart button and start building your party. Let's get your party started!

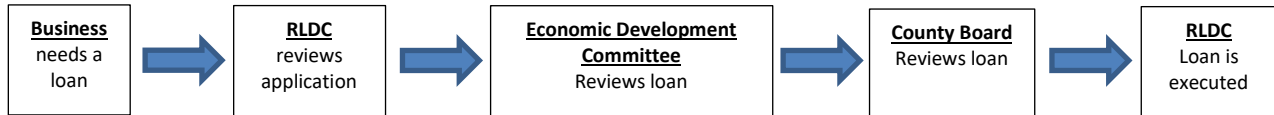


Winnebago County Revolving Loan Fund (RLF) Program Overview

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

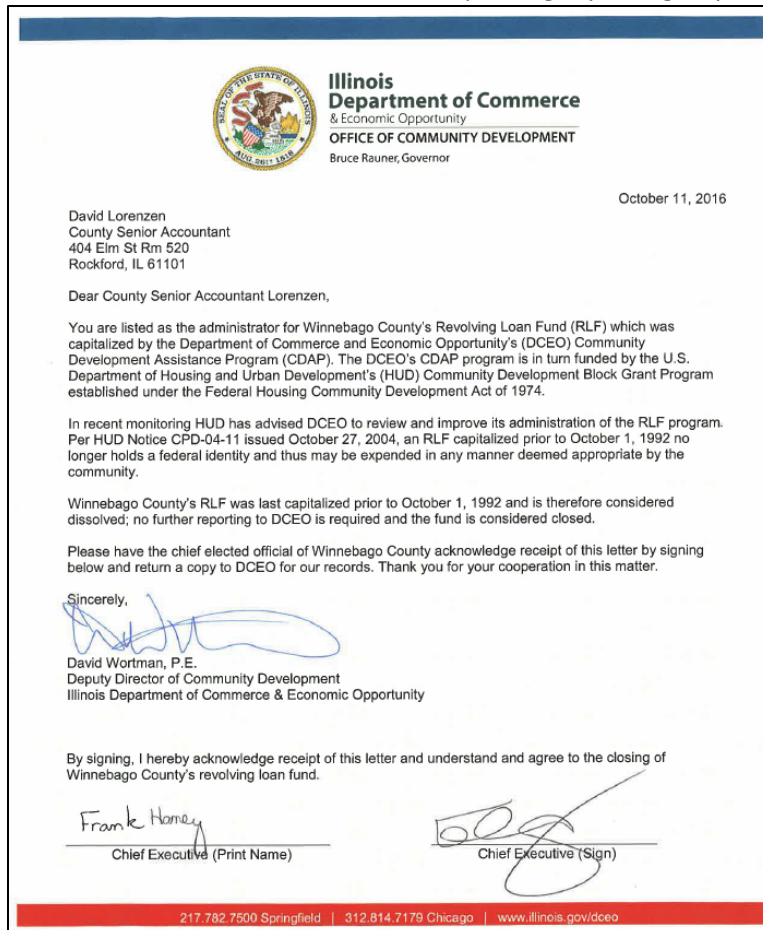
REVOLVING LOAN FUND PROCESS IN A NUTSHELL

(Assuming approval at each step)



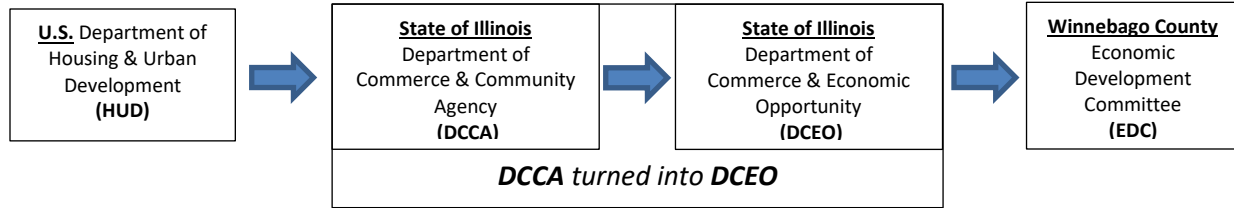
- Program is used for Gap Financing, examples of use...
 - Land & Building
 - Equipment & Machinery
 - Working Capital

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



Winnebago County Revolving Loan Fund (RLF) Program Overview

Origin of Funding for Revolving Loan Fund Program



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

Activity Summary

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

**OPERATIONS &
ADMINISTRATIVE
COMMITTEE**



Resolution Executive Summary

Prepared By: Dan Magers
Committee Name: Operations and Administrative Committee
Committee Date: January 4, 2024
Board Date: January 11, 2024
Resolution Title: Resolution Authorizing the Execution of a Memorandum of Understanding for Information Technology Support Services for the Northern Illinois Training Advisory Board

Budget Information

Budgeted? N/A	Amount Budgeted?
If not, originally budgeted, explain the funding source?	
ORG/OBJ/Project Codes: Various County Accounts	Descriptor:
Budget Impact?	

Background Information: The County of Winnebago, Illinois through its Department of Information Technology (DoIT) shall provide Information Technology services to the Northern Illinois Training Advisory Board (NITAB) which includes, but are not limited to: a) general management of information technology; b) assessment of information technology problem areas, formulation of improvement recommendations and facilitation of approved changes and/or enhancements; c) workstation, server, network, and technology appliance break/fix support; d) email hosting; e) server hosting; f) file/server backup; g) other work activities mutually agreed upon by DoIT and the NITAB; h) monthly billing including a summary of hours and activities; and i) 24/7/265 support phone number is (815) 319-4300 and support email is Helpdesk@doit.wincoil.gov.

Recommended By: Dan Magers

Contract/Agreement Information: It is recommended the County of Winnebago, Illinois execute the Memorandum of Understanding between the County through its Department of Information Technology (DoIT) and Northern Illinois Training Advisory Board (NITAB). The agreement duration is November 17, 2023 through November 17, 2024.

Follow-Up Steps: Execution of the Memorandum of Understanding.

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

Sponsored by: Keith McDonald

Submitted by: Operations and Administrative Committee

2024 CR

**RESOLUTION AUTHORIZING THE EXECUTION OF A MEMORANDUM OF UNDERSTANDING FOR
INFORMATION TECHNOLOGY SUPPORT SERVICES FOR THE NORTHERN ILLINOIS TRAINING ADVISORY BOARD**

WHEREAS, Section 2-212 of the Code of Ordinances for the County of Winnebago, Illinois, provides that, “the purpose of the Information technology department is to provide computer, data processing and record retention services primarily to offices and departments of county government and, secondarily, upon specific authorization of the county board, to units of local government within or outside the county, and to other area businesses”; and

WHEREAS, Northern Illinois Training Advisory Board has requested information technology support services from the County of Winnebago, Illinois through its Department of Information Technology; and

WHEREAS, the Operations and Administrative Committee of the County Board for the County of Winnebago, Illinois has reviewed the request to provide information technology services and recommends executing the memorandum of understanding (MOU) under the terms set forth in the MOU (see Resolution Exhibit A).

NOW, THEREFORE, BE IT RESOLVED, by the County Board of the County of Winnebago, Illinois, that the Winnebago County Board Chairman is authorized to execute the Memorandum of Understanding between the County of Winnebago, Illinois through its Department of Information Technology and the Northern Illinois Training Advisory Board, in substantially the same form as contained in Exhibit A.

BE IT FURTHER RESOLVED, that this Resolution shall be in full force and effect 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, Finance Director, Chief Information Officer, 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 _____ 2024.

ATTESTED BY:

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

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



WINNEBAGO COUNTY

— ILLINOIS —

Date: November 17, 2023

To: Jeff Schelling
Executive Director
527 Colman Center Drive
Rockford, IL 61108

From: Dan Magers
Chief Information Officer
404 Elm Street
Rockford, IL 61101

Subject: Memorandum of Understanding – Information Technology Support Services for the Northern Illinois Training Advisory Board

General Responsibilities:

The County of Winnebago, Illinois (County) through its Department of Information Technology (DoIT) shall provide Information Technology services to the Northern Illinois Training Advisory Board (NITAB) which includes, but are not limited to: a) general management of information technology; b) assessment of information technology problem areas, formulation of improvement recommendations and facilitation of approved changes and/or enhancements; c) workstation, server, network, and technology appliance break/fix support; d) email hosting; e) server hosting; f) file/server backup; g) other work activities mutually agreed upon by DoIT and the NITAB; h) monthly billing including a summary of hours and activities; and i) 24/7/265 support phone number is (815) 319-4300 and support email is Helpdesk@doit.wincoil.gov.

Supervision:

Works under the broad guidance of Executive Director Jeff Schelling or designee(s).

Agreement Duration:

November 17, 2023 through November 17, 2024.

Payment:

DoIT shall provide information technology labor at the rate of \$71.14 per hour plus approved materials and travel expenses, planned or unplanned afterhours labor will be billed at the rate of \$106.71; service calls are billed door to door.

A 15% administrative overhead fee will be charged for any materials where DoIT funds are used whereas an invoice will be issued for the cost of the materials plus 15%. DoIT receives special pricing on specific



WINNEBAGO COUNTY

— ILLINOIS —

models of laptops and desktops; DoIT will charge labor for gathering specifications/configuration recommendations.

Warranty:

None.

Limitation of Liability:

In no event shall the County and the County through its DoIT be liable in contract, tort, strict liability, warranty or otherwise, for any special, incidental or consequential damages, such as, but not limited to, delay, disruption, loss of product, loss of anticipated revenue, loss of use of the equipment or system, non-operation or increased expense of operation of other equipment or systems, cost of capital, or cost of purchase or replacement equipment, systems or power.

Termination:

During the course of this agreement, and providing a 30-day written notice, the County or the NITAB may seek to alter or terminate this agreement. This agreement shall continue in force for a period of one (1) year. Upon expiration thereof, this agreement will continue in force until either party notifies the other party in writing of its intent to alter or terminate this agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Memorandum of Understanding on the ____ day of _____, 2023.

Agreed:

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

Jeff Schelling, Executive Director
NITAB

Attest:

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



Resolution Executive Summary

Prepared By: Dan Magers
Committee Name: Operations and Administrative Committee
Committee Date: January 4, 2024
Board Date: January 11, 2024
Resolution Title: Resolution Authorizing the Execution of an Intergovernmental Agreement for Information Technology Support Services Between the County Of Winnebago, Illinois and the Rockford Housing Authority

Budget Information

Budgeted? N/A	Amount Budgeted?
If not, originally budgeted, explain the funding source?	
ORG/OBJ/Project Codes: Various County Accounts	Descriptor:
Budget Impact?	

Background Information: This resolution is to extend the current agreement between Rockford Housing Authority and the Winnebago County Department of Information Technology (DoIT) to provide support services. The previous agreement has been in place since 2017.

Recommended By: Dan Magers

Contract/Agreement Information: It is recommended County proceed with the intergovernmental agreement to provide Information Technology Support Services to the Rockford Housing Authority by the County through its WinCo DoIT.

Follow-Up Steps: Department of Information Technology will finalize the agreement between Winnebago County and Rockford Housing Authority.

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

Sponsored by: Keith McDonald

Submitted by: Operations and Administrative Committee

2024 CR

RESOLUTION AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT FOR INFORMATION TECHNOLOGY SUPPORT SERVICES BETWEEN THE COUNTY OF WINNEBAGO, ILLINOIS AND THE ROCKFORD HOUSING AUTHORITY

WHEREAS, Section 2-212 of the Code of Ordinances for the County of Winnebago, Illinois, provides that, “the purpose of the Information technology department is to provide computer, data processing and record retention services primarily to offices and departments of county government and, secondarily, upon specific authorization of the county board, to units of local government within or outside the county, and to other area businesses”; and

WHEREAS, the Rockford Housing Authority (RHA) and the County of Winnebago, Illinois through its Department of Information Technology (WinCo DoIT) entered into an intergovernmental agreement for information technology services in December 2017, and RHA has requested to continue to use WinCo DoIT as a comprehensive technology and network service provider; and

WHEREAS, the Operations and Administrative Committee of the County Board for the County of Winnebago, Illinois has reviewed the agreement to provide information technology services and recommends executing the intergovernmental agreement under the terms set forth in the agreement (see Resolution Exhibit A).

NOW, THEREFORE, BE IT RESOLVED, by the County Board of the County of Winnebago, Illinois, that the Winnebago County Board Chairman is authorized to execute an Intergovernmental Agreement between the County of Winnebago, Illinois and the Rockford Housing Authority, in substantially the same form as contained in Exhibit A.

BE IT FURTHER RESOLVED, that this Resolution shall be in full force and effect 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, Finance Director, Chief Information Officer, 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 _____ 2024.

ATTESTED BY:

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

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

**INTERGOVERNMENTAL AGREEMENT FOR INFORMATION TECHNOLOGY
SUPPORT SERVICES BETWEEN THE COUNTY OF WINNEBAGO
AND THE ROCKFORD HOUSING AUTHORITY**

THIS INTERGOVERNMENTAL AGREEMENT (“Agreement”) is entered this ___ day of _____, 2023, by and between the County of Winnebago, Illinois (the “County”), a body politic and corporate and the Rockford Housing Authority, (the “RHA”), a Municipal Corporation organized pursuant to 310 ILCS 10/1, et seq (collectively “the Parties”).

WHEREAS, the RHA is a municipal corporation that provides decent, safe and sanitary housing for residents in the City of Rockford, Illinois; and

WHEREAS, the RHA has certain information technology needs in order to provide these services to its residents; and

WHEREAS, the County through its Department of Information Technology, (WinCo DoIT), provides certain information technology services to governmental agencies in the County of Winnebago, Illinois; and

WHEREAS, in December 2017 the Parties previously entered into an Intergovernmental Agreement for the County to provide Information Technology Support Services to the RHA; and

WHEREAS, the RHA seeks to continue to use WinCo DoIT as a comprehensive technology and network service provider; and

WHEREAS, the RHA will benefit by the cooperation evidenced by the agreement between the public bodies who are parties hereto; and

WHEREAS, RHA and the County seek to collaborate on efficiency in areas of information technology and network services; and

WHEREAS, the RHA Procurement Policy allows for the entry of an Intergovernmental Agreement; and

NOW THEREFORE, in consideration of the covenants and mutual agreements contained herein, the parties agree as follows:

I. AUTHORITY

This Agreement is entered between the County and RHA pursuant to the Illinois Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.) the Housing Authority Act (310 ILCS 10/1 et seq.) and Housing Cooperation Act (310 ILCS 15/1).

II. PURPOSE

The purpose of this Agreement is to provide general Information Technology Support Services to the RHA. These Information Technology and Network services shall be provided to the RHA by the County through its WinCo DoIT.

III. WinCo DoIT RESPONSIBILITIES:

WinCo DoIT shall provide Information Technology services to the RHA which include but are not limited to: a) general management of information technology; b) assessment of information technology problem areas, formulation of improvement recommendations and facilitation of approved changes/enhancements, security breach response; c) workstation, server, network, technology appliance break/fix support; d) other work activities mutually agreed upon by WinCo DoIT and the RHA; e) monthly billing including a summary of hours and activities; and f) 24/7/365 support via support phone number (815) 319-4300 and support email via Helpdesk@doit.wincoil.gov.

IV. RHA RESPONSIBILITIES:

The RHA shall provide WinCo DoIT with guidance from Linda Dorsey Tillman of the RHA or her designee as to the services required under this Agreement.

V. COMPENSATION:

1. The County, through WinCo DoIT shall provide Information Technology Support Services to the RHA for seventy-two (72) hours per month at the rate of Four Thousand Nine Hundred Sixty-Eight and 00/100 Dollars (\$4,968.00) per month. Hours exceeding seventy-two (72) hours per month will be billed at the rate of Sixty-Nine and 00/100 Dollars (\$69.00) per hour. Unused hours may not be carried over. Billing occurs door to door. RHA shall procure all technology-related materials, including any hardware and software costs.
2. WinCo DoIT shall bill the RHA monthly with invoices setting forth the services performed and hours worked . The RHA shall pay these invoices according to the Illinois Local Government Prompt Payment Act, 50 ILCS 505/1 et seq.

VI. TERM

1. The term of this Agreement shall begin on execution and shall extend through _____, 2024. This Agreement may be extended for additional One (1) year terms for a maximum total of five (5) years by written agreement of the parties.
2. The RHA or County may terminate this Agreement from time to time for the RHA or the County's convenience. The RHA and County must give thirty (30) days written notice of the request to terminate this Agreement for convenience. Notice of the termination specifying the effective date of the termination must

be given as set forth in Article VIII of this Agreement. Upon receipt of this termination notice, the RHA and County shall discontinue all services upon the effective date of the termination notice. In the event of termination for convenience by the RHA or County, the RHA shall be liable only for payment for services rendered up to the effective date of the termination.

VII. CONTACT PERSONS

For purposes of administering this Agreement, the County representative is the County Administrator or designee, and for the RHA; the Chief Executive Officer or designee.

VIII. NOTICES

Notices to Parties under this Agreement shall be addressed to:

Patrick Thompson
County Administrator
County of Winnebago, Illinois
404 Elm Street, Suite 533
Rockford, Illinois 61101

Laura Snyder
CEO
Rockford Housing Authority
223 S. Winnebago Street
Rockford, Illinois 61102

Attorney Timothy F. Horning
Meyer and Horning P.C.
3400 N. Rockton Avenue
Rockford, Illinois 61103

All Notices, requests and communications which are required or may be given under this Agreement, other than routine communications necessary for the day-to-day operation of these services, shall be in writing and shall be deemed to have been duly given if delivered personally or sent at a minimum by First Class Mail, postage prepaid.

IX. WAIVERS

It is understood and agreed that nothing contained herein is intended or should be construed as in any way affecting the status of the RHA and the County as separate, independent and distinct municipal corporations under Illinois or any other law. It is further understood and agreed that the entry into this Agreement by the County and the RHA shall not operate or be construed as a way of limiting any rights, claims or actions they may have against the other. In no event shall the County or WinCo DoIT be liable to the RHA in contract, tort, strict liability, warranty or otherwise

for any special, incidental or consequential damages, such as, but not limited to delay, disruption, loss of product, loss of anticipated revenue, loss of use of the equipment or system, non-operation or increased expense of operation of other equipment or systems, cost of capital or cost of purchase or replacement equipment, systems or power.

X. COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original.

XI. ENTIRE AGREEMENT; AMENDMENTS; SEVERABILITY

The Agreement constitutes the entire Agreement between the Parties and supersedes all prior communications and writings with respect to the content of this Agreement. This Agreement cannot be modified or amended except by mutual written agreement of the parties. If any term or provision of this Agreement is rendered invalid or unenforceable for any reason, or declared null and void by any court of competent jurisdiction, the remaining provisions of this Agreement shall remain in full force and effect except as otherwise provided herein.

XII. AUTHORITY

The County and RHA each warrant to the other that they have the authority to enter into this Agreement and that the person or persons executing this Agreement on their behalf has been duly authorized to act as the representative or officer of each respective party in affixing their signatures to the Agreement. The County and RHA hereto agree to sign such documents, enact such ordinances or resolutions, or perform such further obligations as may be necessary to effectuate the purposes of this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement of this ____ day
of _____, 2023.

SIGNATURE PAGE FOLLOWS

COUNTY OF WINNEBAGO, ILLINOIS

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

ATTEST:

BY: _____
Lori Gummow
Clerk of the County Board of the
County of Winnebago, Illinois

ROCKFORD HOUSING AUTHORITY

BY: _____
Laura Snyder, Chief Executive Officer



Resolution Executive Summary

For ARPA or CIP Projects

Prepared By: Purchasing Department for Facilities Department
Committee Name: Operations and Administrative Committee
Committee Date: January 4, 2024
Board Date: January 11, 2024
Resolution Title: Resolution Awarding Fence Repair at Juvenile Detention Center Using CIP PSST 2023 Funds

Budget Information

Budgeted? YES	Amount Budgeted? \$75,000
If not, originally budgeted, explain the funding source?	
If ARPA or CIP funded, original Board approved amount? \$75,000	
Over or Under approved amount? UNDER By: \$34,420	
Reason for ARPA or CIP increase? N/A	
If ARPA funded, was it approved by Baker Tilly? N/A	
ORG/OBJ/Project Codes: 82200-46310-C2323 Descriptor: CIP PSST 2023-Land Improvement Budget Impact? \$ 40,580	

Background Information: The outside recreation area at the detention center is used an average of 2 hours per day, weather permitting, and is important to the physical activity requirements for the detainees. Original to the building, built in 1991, sections of the fence securing the outside recreation area are deteriorating. Designed with a combination of brick wall sections and chain link fencing, thirty years of Midwest weather have worn the brick sections to crumbling in spots. In an effort to reduce repair costs, the Facilities team and Juvenile Detention Center team agreed to have the brick sections replaced with chain link fencing, which also results in a shorter down time/loss or use of the outside recreation area.

Bid #23B-2318 Fence Repair at Juvenile Detention Center was distributed to 11 potential bidders and local suppliers, publicly advertised in RRStar, and advertised on the County website. The Mandatory Pre-Bid Meeting and Site Visit was attended by seven (7) persons, representing five (5) vendors, resulting in two (2) formal Bids (see Resolution Exhibit A). The lowest bidder for this project is Ringland-Johnson, Inc at \$40,580.

Recommended By: Shawn Franks, Facilities Director

Follow-Up Steps: Purchasing Department will prepare and submit a Purchase Order to Ringland-Johnson, Inc. in the amount of \$40,580.

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

Sponsored by: Keith McDonald

Submitted by: Operations and Administrative Committee

2024 CR

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

WHEREAS, Juvenile Detention Center needs repairs to the outside recreation area fencing; and,

WHEREAS, the County went out for Bid #23B-2318 Fence Repair at Juvenile Detention Center; and,

WHEREAS, the Operations and Administrative Committee of the County Board for the County of Winnebago, Illinois has reviewed the Bid Tab (see Resolution Exhibit A) for the aforementioned purchase and recommends awarding to:

RINGLAND-JOHNSON, INC.
1725 HUNTWOOD DRIVE
CHERRY VALLEY, ILLINOIS 61016

NOW, THEREFORE, BE IT RESOLVED, by the County Board of the County of Winnebago, Illinois, that the Director of Purchasing is authorized to issue a Purchase Order, on behalf of the County of Winnebago, to Ringland-Johnson, Inc., 1725 Huntwood Dr., Cherry Valley, IL 61016

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, Finance Director, Facilities Director, Director of Court Services, Juvenile Detention Center Administrator, 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 _____ 2024.

ATTESTED BY:

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

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

BID TAB

23B-2318 FENCE REPAIR AT JUVENILE DETENTION CENTER

BID TAB		
VENDOR NAME	RINGLAND JOHNSON CONSTRUCTION	DIRECT MANAGEMENT COMPANY
TOTAL FOR FENCE REPAIR	\$40,580.00	\$98,748
LEAD TIME FOR PARTS/MATERIALS	1 week	4 weeks
NUMBER OF DAYS TO COMPLETE WORK	5 days	3-6 weeks, weather dependent



Resolution Executive Summary

For ARPA or CIP Projects

Prepared By: Purchasing Department for Facilities Department
Committee Name: Operations and Administrative Committee
Committee Date: January 4, 2024
Board Date: January 11, 2024
Resolution Title: Resolution Awarding Tile and Grout Repairs at Juvenile Detention Center Using CIP 2023 PSST Funds

Budget Information

Budgeted? YES	Amount Budgeted? \$39,560
If not, originally budgeted, explain the funding source?	
If ARPA or CIP funded, original Board approved amount? \$39,560	
Over or Under approved amount? UNDER	By: \$14,660
Reason for ARPA or CIP increase? N/A	
If ARPA funded, was it approved by Baker Tilly? N/A	
ORG/OBJ/Project Codes: 82200-46320-C2322 Descriptor: CIP PSST 2023-Building Improvement	
Budget Impact? \$ 14,300	

Background Information: Juvenile Detention Center requested repairs for the majority of the facility shower stalls, citing loose and broken tiles and grout. Originally budgeted at \$50,000, the Bid process was interrupted and the project was broken into two parts in response to a safety risk to detainees and detention center staff when a detainee was found with a piece of grout in his possession. This prompted an Emergency Purchase for three (3) of 13 stalls, to be completed in September 2023, reducing the overall project by \$10,440.

Purchasing went out for competitive Bid, with the remaining budget of \$39,560. Bid #23B-2319 Tile and Grout Repairs at Juvenile Detention Center was distributed to 7 potential bidders and local suppliers, publicly advertised in RRStar, and posted on the County website. The Mandatory Pre-Bid Meeting and Site Visit was attended by one (1) person, resulting in one (1) formal Bid (see Resolution Exhibit A). The lowest bidder for this project is Benchmark Flooring, Inc. at \$14,300, lower than originally quoted, with an additional shower stall (11 stalls remaining, 14 total). The impact to the original budget is an overall savings of \$14,660 and a total cost, if approved, of \$35,340 for this project.

Recommended By: Shawn Franks, Facilities Director

Follow-Up Steps: Purchasing Department will prepare a Purchase Order to Benchmark Flooring, Inc. in the amount of \$14,300.

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

Sponsored by: Keith McDonald

Submitted by: Operations and Administrative Committee

2024 CR

RESOLUTION AWARDING TILE AND GROUT REPAIRS AT JUVENILE DETENTION CENTER USING CIP 2023 PSST 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 \$30,000.00 shall be awarded by competitive sealed bidding in accordance with this section except as otherwise provided in 2-357(c) (Request for Proposals), 2-357(d) (Professional Services), 2-357(e) (Sole-Source), 2-357(f) (Emergency Procurements), 2-357 (g) (Cooperative Joint Purchasing) or as provided by State statute; and,

WHEREAS, Juvenile Detention Center needs repairs to the tile and grout in the majority of the facility showers; and,

WHEREAS, the County went out for Bid #23B-2319 Tile and Grout Repairs at Juvenile Detention Center and the lowest bid received was \$14,300; and,

WHEREAS, the Operations and Administrative Committee of the County Board for the County of Winnebago, Illinois has reviewed the Bid Tab (see Resolution Exhibit A) for the aforementioned purchase and recommends awarding to:

BENCHMARK FLOORING, INC.
8197 COMMERCE DR.
LOVES PARK, ILLINOIS 61111

NOW, THEREFORE, BE IT RESOLVED, by the County Board of the County of Winnebago, Illinois, that the Director of Purchasing is authorized to issue a Purchase Order, on behalf of the County of Winnebago, to Benchmark Flooring, Inc., 8197 Commerce Dr., Loves Park, IL 61111

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, Finance Director, Facilities Director, Director of Court Services, Juvenile Detention Center Administrator, 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 _____ 2024.

ATTESTED BY:

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

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

BID TAB
23B-2319 TILE AND GROUT REPAIRS AT JUVENILE DETENTION CENTER
BID OPENING December 5, 2023 at 11:00 A.M.

VENDOR NAME	BENCHMARK FLOORING, INC.	
TOTAL FOR TILE AND GROUT REPAIRS FOR ELEVEN (11) SHOWERS	\$14,300.00	
OPTIONAL ADDITIONAL PRICE TO STEAM CLEAN ELEVEN (11) SHOWER STALLS	\$10,600.00	
LEAD TIME FOR PARTS/MATERIALS	7-10 business days	
NUMBER OF DAYS TO COMPLETE WORK	5 business days	

**PUBLIC WORKS
COMMITTEE**



Resolution Executive Summary

Prepared By: Winnebago County Highway Department

Committee: Public Works Committee

Committee Date: Tuesday, December 19, 2023

Resolution Title:

Ordinance Establishing Speed Zone on Cunningham Road from Lamson Drive to Falconer Road

County Code: PWC Resolution #23-040

Board Meeting Date: Thursday, January 11, 2024

Budget Information:

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

Background Information: At the request of some residents, the Highway Department conducted an engineering study at the intersection of Cunningham Road and Falconer Road. As part of this study, a speed study was done on Cunningham Road West of Falconer Road. The study shows that the posted speed can be reduced from 55 mph to 50 mph on a 0.55-mile section of Cunningham Rd, from Falconer Road to Lansom Dr.

Recommendation:

Staff recommends approval

Contract/Agreement:

N/A

Legal Review:

By the State Attorney's office.

Follow-Up: Ordinance will be posted in the County Code of Ordinances after approval by the County Board

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

24-OR

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

**ORDINANCE ESTABLISHING SPEED ZONE ON
CUNNINGHAM ROAD FROM LAMSON DRIVE TO FALCONER ROAD**

WHEREAS, Section 11-604 of the Illinois Vehicle Code, 625 ILCS 5/11-604, authorizes the County Board to determine and declare by ordinance a reasonable and safe absolute maximum speed limit on county highways and township roads when it determines that the otherwise applicable maximum speed limit is greater or less than is reasonable and safe with respect to the conditions found to exist at any place or along any part of the highway or street; and

WHEREAS, a 0.55-mile section of Cunningham Road from Lamson Drive to a point 240 feet east of Falconer Road, under the Winnebago County jurisdiction, is currently posted at 55 miles per hour (MPH); and

WHEREAS, the Winnebago County Highway Department has determined by engineering study based on the “Guidelines for establishing speed limits on County and Township Highways” that the reasonable and safe absolute maximum speed for the entire 0.55-mile section of said road is 50 MPH;

NOW, THEREFORE, BE IT ORDAINED by the County Board of the County of Winnebago, Illinois that the maximum speed limit on Cunningham Road from Lamson Drive to a point 240 feet east of Falconer Road shall be 50 MPH;

BE IT FURTHER ORDAINED, that the Winnebago County Engineer is directed to erect appropriate signs giving notice of the speed limit at the proper locations.

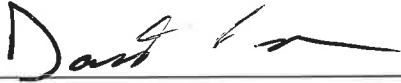
BE IT FURTHER ORDAINED, that this Ordinance is effective immediately upon its adoption, but the altered speed limits as determined and declared herein shall not become effective until the appropriate signs giving notice of the speed limits are erected.

BE IT FURTHER ORDAINED, that the Clerk of the County Board is hereby directed to prepare and deliver a certified copy of this Ordinance to the Winnebago County 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

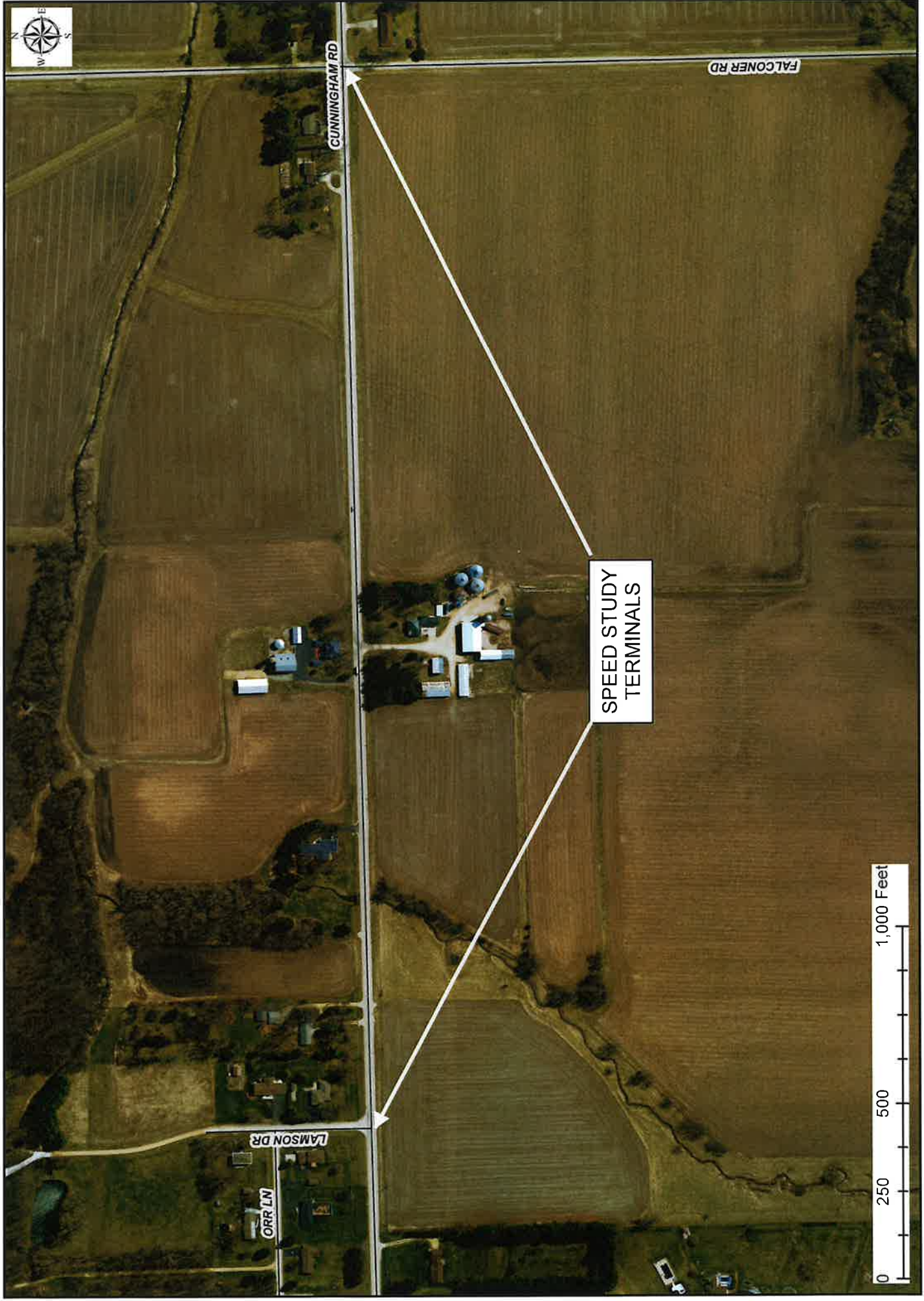
The above and foregoing Resolution was adopted by the County Board of the County of Winnebago, Illinois this ____ day of _____, 2024.

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

ATTEST:

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

ALTER SPEED LIMIT OF CUNNINGHAM ROAD





Resolution Executive Summary

Prepared By: Winnebago County Highway Department

Committee: Public Works Committee

Committee Date: Tuesday, December 19, 2023

Resolution Title:

Resolution Authorizing an Annual Professional Services Agreement with Geocon Professional Services for Geotechnical Engineering, Materials Engineering, Testing and Other Related Services

County Code: PWC Resolution #23-041

Board Meeting Date: Thursday, January 11, 2024

Budget Information:

Was item budgeted? yes	Appropriation Amount: \$ 125,000
If not, explain funding source:	
ORG/OBJ/Project Code: 461-46330	Budget Impact: \$ 125,000

Background Information:

The County Board approved on 9/29/2022 an annual professional services agreement with various firms. The proposed agreement is for an additional geotechnical engineering firm, so the Highway Department has another option for these type of professional services to keep projects on schedule. The budget for all services under the annual professional services agreements is \$125,000.

Recommendation:

Staff recommends approval

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**

24-CR-XXX

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

**RESOLUTION AUTHORIZING AN ANNUAL PROFESSIONAL SERVICES
AGREEMENT WITH GEOCON PROFESSIONAL SERVICES FOR
GEOTECHNICAL ENGINEERING, MATERIALS ENGINEERING, TESTING
AND OTHER RELATED SERVICES**

WHEREAS the County of Winnebago annually enters into several agreements for professional services; and

WHEREAS the County of Winnebago does not employ a sufficient number of qualified staff to perform geotechnical engineering, materials engineering and testing. The above noted firm has agreed to perform such tasks and other related services as set forth in the attached Agreement; and

WHEREAS it would be in the public interest to enter into the attached Agreements for professional services with the fees for such services being established by Personnel and Equipment Charge out Rates as per the various Exhibit "A" of the attached Agreement; and

WHEREAS the total fees for all annual professional services agreements will not exceed the aggregate budgeted amount in any fiscal year (for FY 2024 \$125,000.00) (unless otherwise approved by the Winnebago County Board.

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 various Annual Agreement for Professional Services in the forms substantially as attached hereto.

BE IT FURTHER RESOLVED that the Agreements entered into shall not become effective and binding unless and until both parties have executed it.

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

BE IT FURTHER RESOLVED that the Clerk of the County Board is hereby authorized to prepare and deliver certified copies of this Resolution to the Winnebago County Auditor, Treasurer 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 above and foregoing Resolution was adopted by the County Board of the County of Winnebago, Illinois this ____ day of _____, 2024.

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

Illinois

FY 2024
**ANNUAL AGREEMENT WITH GEOCON PROFESSIONAL SERVICES FOR
PROFESSIONAL GEOTECHNICAL ENGINEERING, MATERIALS
ENGINEERING AND TESTING, AND OTHER RELATED SERVICES**

The County of Winnebago, Illinois, hereinafter referred to as the "COUNTY" and Geocon Professional Services, hereinafter referred to as "GEOCON", for the consideration hereinafter set forth hereby agree as follows:

- I. SCOPE OF SERVICES.** GEOCON shall provide to the COUNTY professional geotechnical engineering, materials engineering and testing, and other related services for various projects undertaken by the COUNTY on a work order basis.
- II. TERMS OF AGREEMENT.**
- A. GEOCON AGREES:**
1. Upon receipt of a request for services from the COUNTY, GEOCON shall submit to the County the following information:
 - a. A detailed scope of services for the specific project.
 - b. A project schedule.
 - c. A not-to-exceed price (fee) for the scope of services along with an estimate of hours and hourly rates for each task.
 - d. A statement referencing this Agreement.
 - e. GEOCON shall not proceed with any of the services to be provided under this agreement until a letter authorizing them to proceed is issued by the County Engineer.
 2. That all plans, reports and other documents furnished by GEOCON, will be in accordance with the professional standard of care with current standards, specifications, and policies of the State of Illinois Department of Transportation Project Procedures Guide, Geotechnical Documents, Manuals and Procedures, and other requirements.
 3. That it is understood that all reports, plans and other documents are subject to approval by the County Engineer.
 4. That in the event plans or reports are found to be in error and revisions or corrections are required, GEOCON agrees to promptly make any changes or corrections and perform such work without cost to the COUNTY, even if payment has been received by GEOCON.
 5. That upon request all sketches, charts, computations and other data prepared or obtained by GEOCON will be made available to the County Engineer without cost.
 6. That all engineering documents shall be sealed and signed by an Illinois Registered Professional Engineer.
 7. To furnish pre-construction coordination as directed by the County Engineer.

8. To provide professional geotechnical engineering, materials engineering and testing, and other related services to the COUNTY within the time specified in the work order unless a Force Majeure event takes place.

B. IT IS MUTUALLY AGREED:

1. That the services performed by GEOCON during construction shall be limited to providing assistance in quality control, quality assurance, and to provide guidance to the COUNTY concerning conformance with project drawing and specifications.
2. That the role of GEOCON shall not be that of providing construction inspections or observations, and is limited to materials engineering and testing and advising the County Engineer.

C. BASIS OF PAYMENT.

1. For services provided herein, the COUNTY will pay GEOCON in accordance with the fee schedule shown on the attached Exhibit A up to the stated not-to exceed price (fee) per work order. Payment will be made to GEOCON pursuant to Illinois' Local Government Prompt Payment Act, 50 ILCS 505/1 et seq. after receipt of a detailed invoice showing hours, hourly rates and other expenses for each task performed. The COUNTY will make partial payments to GEOCON, but they shall be limited to no more than 90% of the fee until the final documents are delivered and accepted by the County Engineer. The sum of the partial payments will be proportional to the amount of the work completed.
2. GEOCON is not guaranteed a minimum amount of work.

III. EFFECTIVE DATES.

- A. LENGTH OF CONTRACT.** This Agreement shall commence on the date of execution by both of the parties hereto, but no earlier than January 1, 2024 and shall terminate on September 30, 2024 or when GEOCON completes the work on a task order, whichever is later. If said work order extends beyond the ending date, GEOCON will complete all of the work as agreed to in said work order.

B. EXTENSION OF CONTRACT

1. After September 30, 2024, the COUNTY may renew this Agreement with GEOCON for a term to expire on September 30, 2025. Fees will be determined by rates established in an updated fee schedule Exhibit "A" effective on October 1, 2024.
2. The contract extension shall be subject to budget approval by the County Board and shall be in the form a letter of understanding between GEOCON and the County Engineer.

IV. LIMITATION OF LIABILITY. The liability of the COUNTY and its employees is limited to the responsibilities and duties described in Article I of this Agreement. GEOCON shall indemnify and hold harmless the COUNTY and its employees against 3rd party tort loss, damage, judgments, costs and reasonable

attorney's fees to the extent caused by the negligent acts or omissions by GEOCON under this Agreement.

- V. **SUCCESSORS AND ASSIGNS.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.
- VI. **EXTENT OF AGREEMENT.** This Agreement represents the entire and integrated Agreement between the COUNTY and GEOCON and supersedes all prior negotiations and representations, either written or oral. None of the provisions of this Agreement may be waived, changed, or modified except by an instrument in writing signed by both parties.
- VII. **INDEPENDENT CONTRACTOR RELATIONSHIP.** The parties hereto acknowledge and agree that the relationship created by this Agreement is a principal-independent contractor relationship, not an employer-employee relationship.

COUNTY OF WINNEBAGO, IL

GEOCON PROFESSIONAL SERVICES

BY: _____
Joseph Chiarelli, Chairman of the
County Board of the
County of Winnebago, Illinois

BY:  _____
Karl Jacobson, Rockford Operations
Manager, Geocon Professional Services

DATE: _____

DATE: 12-12-2023

ATTEST:

ATTEST:

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

 _____
Nelson Hatheway, Project Engineer, Geocon
Professional Services

EXHIBIT "A"

Rates



EXHIBIT "A"



4836 Colt Rd.
Rockford, IL 61109
(779) 368-4313

GEOCON 2023 Hourly Unit Rates

Description	Item	Unit Price
Engineering Services		
Principle Engineer	Per Hour	\$180.00
Senior Project Manager	Per Hour	\$145.00
Staff Engineer or Geologist	Per Hour	\$145.00
Field Testing Services		
Senior Engineering Technician	Per Hour	\$120.00
Structural Steel Inspector	Per Hour	\$130.00
Nuclear Density Gauge	Per Day	\$50.00
Trip Charge (Federal rate+.10 + 40.00 (union fee))	Per Trip	Variable

Remarks:

1. All field testing will be billed portal to portal to and from our office with a minimum charge of 4 hours, including same day cancellations. If total time exceeds 6 hours, it will be billed for a minimum 8 hour day. Full time testing, starting on the sixth consecutive 8 hour day will be billed for onsite time only.
2. Client and or contractor is responsible for providing safe access to all areas needing to be tested and or inspected including manlifts, scaffolds etc.
3. Overtime approved by the Client will be invoiced at 1.5x standard rate for work beyond eight (8) hours/day, work outside the standard 7:00-3:00 shift, and Saturdays. Sundays Holidays will be 2.0x standard rates.
4. Night shift work will be invoiced at 1.25 x standard rate.
5. All fixed hourly labor rates included in GEOCON's proposal that are governed by the Collective Bargaining Agreement (CBA) with Local 150 are subject to automatically increase March 1st of every year based on the % increase included in the governing CBA.
6. Lab testing performed on Saturdays at the request of the client will include an additional lab fee of \$200 per day.
7. Services and fees not listed will be quoted upon request. The above prices include one hard copy of reports distributed as requested and electronic distribution as needed to applicable parties.
8. Invoices will be due within 30 days from the date of issue.

EXHIBIT "A"



4836 Colt Rd.
 Rockford, IL 61109
 (779) 368-4313

GEOCON 2023 Lab Unit Rate Table

Description	ASTM Standard	AASHTO Standard	Unit Price (ea)
Aggregate Testing			
Gradation Aggregate	C-136	T-27	\$100.00
Coarse Specific Gravity (Aggregate)	C-127	T-85	\$95.00
Fine Aggregate Specific Gravity (Aggregate)	C-128	T-84	\$100.00
Unit Weight (Aggregate)	D-558	T-19	\$95.00
Atterburg Limits			
Atterburg Limits	D-4318	T-90	\$105.00
Clasification of Soils			
Standard Classification of Soils	D-2488	M-145	\$20.00
Laboratory Compaction Tests			
Proctor Standard	D-698	T-99	\$220.00
Proctor Modified	D-1557	T-180	\$220.00
California Bearing Ratio/IBR (includes proctor)	D-1883	T-193	\$485.00
Geotechnical Testing			
Moisture Content & RIMAC (Unconfined Compressive Strength)	C-566/D2216	T-255	\$15.00
Organic Content	D-2974	T-267	\$50.00
Hot Mix Asphalt Laboratory Testing			
Core Density	D-2726	T-166	\$55.00
HMA Plant Verification including extraction (Reflux)			\$750.00
Portland Cement Concrete & Masonry Laboratory Testing			
Cylinder Grout	C-1019	--	\$25.00
Cylinder Mortar	C-579	T-106	\$25.00
Cylinder	C-39	T-22	\$25.00
Rapid RH Floor Moisture Sensor			\$75.00
Flexural Strength of Concrete	C-78	T-97	\$75.00
Air Meter Calibration/Repair			\$75.00 + Parts & Labor
Particle Size Distribution			
Grain Size Analyses (Mechanical & Hydrometer)	D7928	T-88	\$175.00
Minus #200 Wash	C-117	T-11	\$75.00
Sieve Analysis (Gradation) of Soils	D-422	T-311	\$100.00
Shear Strength of Soil			
Unconfined Compressive Strength	D-2166	T-208	\$100.00



EXHIBIT "A"

STANDARD TERMS AND CONDITIONS

Construction Testing Services

Item 1. Scope of Work. GEOCON Professional Services, LLC (GEOCON) shall perform services in accordance with an "agreement" made with the "client". The agreement consists of GEOCON's proposal, Standard Fee Schedule, and these General Conditions. The "client" is defined as the person or entity requesting and/or authorizing the work, and in doing so, client represents and warrants that he is duly authorized in this role, even if performed on behalf of another party or entity, in which case the other party or entity is also considered as the client. The hiring of GEOCON signifies the acceptance of this proposal and the terms of this agreement.

The fees for services rendered will be billed in accordance with the Standard Fee Schedule; unit rates for services not covered in the Fee Schedule or elsewhere in the agreement can be provided. Any cost estimates stated in this contract shall not be considered as a firm figure unless otherwise specifically stated in this contract. The standard prices proposed for the work are predicated upon the client's acceptance of the conditions and allocations of risks and obligations described in the agreement. The client agrees to impart the terms of this agreement to any third party to whom client releases any part of GEOCON's work. GEOCON shall have no obligations to any party other than those expressed in this agreement. All fixed hourly labor rates included in GEOCON's proposal that are governed by the Collective Bargaining Agreement (CBA) with Local 150 are subject to automatically increase March 1st of every year based on the % increase included in the governing CBA.

Item 2. Site Access. The client will provide for the right-of-access to the work site. In the event the work site is not owned by the client, client represents to GEOCON that all necessary permissions for GEOCON to enter the site and conduct the work have been obtained. While GEOCON shall exercise reasonable care to minimize damage to the property, the client understands that some damage may occur during the normal course of work, that GEOCON has not included in its fee the cost of restoration of damage, and that client will pay for such restoration costs.

Item 3. Personnel Responsibility. The presence of GEOCON field representatives will be for the purpose of providing observation and field testing and does not include supervision or direction of the actual work of the contractor, his employees or agents. The contractor (s) for this project should be so advised. The contractor should also be informed that neither the presence of, nor the observation and testing by GEOCON personnel shall excuse the contractor in any way for defects discovered in his work. It is understood that GEOCON will not be responsible for job or site safety of the project. Job and site safety will be the sole responsibility of the contractor unless contracted to others.

Item 4. Observations and Tests. The term "observation" implies only that GEOCON should observe the applicable portions of the work we have agreed to be involved with and perform tests, from which to develop an opinion as to whether the work essentially complies with the job requirements. Client shall cause all tests and observation of the site, materials and work performed by GEOCON or others to be timely and properly performed in accordance with the plans, specifications and contract documents, and GEOCON's recommendations. No claims for loss, damage or injury shall be brought against GEOCON by client or any third party unless all tests and observations have been so performed and unless GEOCON's recommendations have been followed.

Item 5. Accuracy of Test Locations and Elevations. The accuracy and proximity of provided survey control will affect the accuracy of in-situ test location and elevation determinations. Unless otherwise noted, the accuracy of test locations and elevations will be commensurate only with pacing and approximate measurements or estimates.

Item 6. Degree of Certainty of Compliance. With any manufactured product, there are statistical variations in its uniformity, and in the accuracy of tests used to measure its qualities. As compared with other manufactured products, field construction usually has wider fluctuations in both product and test results. Thus, even with very careful observations and testing, it cannot be said that all parts of the product comply with the job requirements. Our proposal is for the Scope of Services requested by our client and as scheduled by the client or client's representative. The degree of certainty for compliance with project specifications is much greater with full-time observation and testing than it is with intermittent observation and testing.

Item 7. Hazardous Materials and Conditions. Prior to the start of services, or at the earliest time such information is learned, it shall be the duty of the client, or other involved or contacted parties, to advise GEOCON of any known or suspected undocumented fills, hazardous materials, by-products, or constituents, and any known environmental, geologic, and geotechnical conditions, which exist on or near any premises upon which work is to be performed by GEOCON employees or subcontractors or which in any other way may be pertinent to GEOCON's proposed services,

The discovery of unanticipated hazardous materials, or suspected hazardous materials, may require that special and immediate measures be exercised to protect the health and safety of GEOCON site personnel and/or the public. GEOCON may at its option and on the basis of its judgment and opinion, exercise such precautions to complete the project, or terminate further work on the project. In either case, the client will be notified as soon as practically possible, and the client agrees to bear all reasonable and equitable cost adjustments, if any, associated with such measures taken,

Item 8. Reports and Ownership of Documents. GEOCON will furnish three copies of the report to the client. Additional copies will be furnished to the owner or others at the rate specified in the fee schedule. All reports, boring logs, field data, field notes, laboratory test data, calculations, estimates, and other documents prepared by GEOCON as instruments of service, shall remain the property of GEOCON, unless there are other contractual agreements. GEOCON will retain final reports relating to the services performed for a period of 5 years following submission of the report. Client agrees to return upon demand and will not use for any purpose whatsoever all reports and other work furnished to client or his agent which are not paid for.

Item 9. Confidentiality. GEOCON shall hold confidential the business and technical information

obtained or generated in performance of services under this agreement and identified in writing by the client as "confidential". GEOCON shall not disclose such information except if such disclosure is required by governmental statute, ordinance, or regulation; for compliance with professional standards of conduct for public safety, health, and welfare concerns; or for protection of GEOCON against claims or liabilities arising from performance of its services.

The technical and pricing information contained in any report or proposal submitted by GEOCON is to be considered confidential and proprietary and shall not be released or otherwise made available to any third party without the express written consent of GEOCON.

Item 10. Standard of Care. GEOCON will perform the services under this agreement in accordance with generally accepted practice, in a manner consistent with that level of care and skill ordinarily exercised by members of this profession under similar circumstances. No other warranties implied or expressed, in fact or by law, are made or intended in this agreement. The client recognizes that subsurface soil, groundwater and other materials can vary between sampling and testing points and with time, and that the interpretation of data, and opinions and recommendations made by GEOCON are based solely on obtained data. Such limitations can result in a redirection of conclusions and interpretations where new or changed information is obtained. GEOCON will not be responsible for the interpretation by others, of data obtained by GEOCON.

Item 11. Limitations of Liability. The client agrees to limit GEOCON's liability to the client and all parties claiming through the client or otherwise claiming reliance on GEOCON's services, allegedly arising from GEOCON's professional acts or errors and omissions, to a sum not to exceed the lesser of GEOCON's fees for the services performed on the project, or \$25,000.00, provided that such claims are not attributable to GEOCON's gross negligence or intentional misconduct. In this latter event, the limit of liability will be increased to \$25,000 less any applicable insurance amount covering alleged damages or claims. In no event shall GEOCON or any other party to this agreement, including parties which may have or claim to have a direct or indirect reliance on GEOCON's services, be liable to the other parties for incidental, indirect, or consequential damages arising from any cause.

Item 12. Insurance and Indemnity. GEOCON represents that they now carry, and will continue to carry: (i) workers' compensation insurance in accordance with the laws of the states having jurisdiction over their employees who are engaged in the Services, and employer's liability insurance (\$1,000,000); (ii) commercial general liability insurance (\$1,000,000 occ / \$2,000,000 agg); (iii) automobile liability insurance (\$1,000,000 B.I. and P.D. combined single limit); and (iv) professional liability insurance (\$1,000,000 claim / agg). Certificates of insurance will be provided upon request. Additionally, insured on a primary and non-contributory basis with respect to the general liability and auto liability coverage only. Waivers of subrogation applies to the general liability, auto liability, and workers compensation in favor of the stated additional insureds. Certificates of insurance can be provided to the client upon written request. GEOCON shall not be responsible for any loss, damage, or liability beyond the insurance limits and conditions. GEOCON agrees to indemnify the client from and save client harmless against any loss, damage, or liability stemming from acts of gross negligence by GEOCON. Except as expressly set forth in Item Nos. 11 and 12, the client agrees to hold GEOCON, its officers, directors, agents, and employees, harmless from any claims, suits or liability including but not limited to attorney fees, costs of settlement and other incidental costs, for personal injury, death, illness, property damage or any other loss, allegedly arising from or related to GEOCON's performance of work.

Item 13. Modification. This agreement and all attachments pursuant to this agreement represent the entire understanding between the parties, and neither the client nor GEOCON may amend or modify any aspect of this contract unless such alterations are reduced to writing and properly executed by the parties hereto. These terms and conditions shall supersede all prior or contemporaneous communications, representations, or agreements, and any provisions expressed or implied in the request for proposal, purchase order, authorization to proceed, or other contradictory provisions, whether written or oral.

Item 14. Termination. This agreement may be terminated by either party upon seven day's prior written notice. In the event of termination, GEOCON shall be compensated by the client for all services performed up to and including the termination date, including reimbursable expenses, and for the completion of such services and records as are necessary to place GEOCON's files in order and/or protect its professional reputation.

Item 15. Payment. Invoices for performed work will be submitted monthly for services rendered the prior month and/or upon completion of said services, payable within 30 days of invoice date. The fees quoted are based upon an expected timely payment. An interest charge of 1.5% per month will be added to delinquent charges; however, GEOCON at its option may terminate its services due to client's failure to pay when due. In the event of termination of services prior to completion, client shall compensate GEOCON for all services performed prior to and for such termination,

Item 16. Sample Disposal. Unless otherwise agreed, test specimens or samples will be disposed immediately upon completion of the test. All drilling samples or specimens will be disposed of thirty (30) days after submission of GEOCON's report.

Item 17. Third Party Reliance. The Services provided are for GEOCON and Client's sole benefit and exclusive use with no third-party beneficiaries intended. Reliance upon the Services and any work product is limited to Client and is not intended for third parties. For a limited time period not to exceed three months from the date of the report, GEOCON will issue additional reports to others agreed upon with Client, however Client understands that such reliance will not be granted until those parties sign and return a reasonably acceptable reliance agreement and GEOCON receives an agreed-upon reliance fee.



Resolution Executive Summary

Prepared By: Winnebago County Highway Department

Committee: Public Works Committee

Committee Date: Tuesday December 19, 2023

Resolution Title:

Resolution Authorizing an Intergovernmental Cooperation Agreement between Winnebago County and Region 1 Planning Council for Implementation of a Section 319 US EPA Grant

County Code: PWC Resolution #23-042

Board Meeting Date: Thursday, January 11, 2024

Budget Information:

Was item budgeted?	No	Appropriation Amount: \$ 57,507.5
If not, explain funding source: 319 Grant to reimburse full amount		
ORG/OBJ/Project Code: 461-46330 Budget Impact: \$0 (100% reimbursable)		

Background Information:

The County and Region 1 Planning Council submitted in 2021, a joint application to the US EPA for a 319 grant to conduct public outreach and demonstration programs in the Buckbee and South Fork Kent creek watersheds. This program will implement best management practices to address storm water quality concerns. The \$299,942.12 grant was awarded at the end of August 2023, after the FY 2024 had been submitted. The highway department will front \$57,507.5 and the grant will reimburse it fully. The Highway Department will also provide as match “in kind” services, such as engineering, labor and equipment for an equivalent of \$24,000.

Recommendation:

Staff recommends approval

Contract/Agreement:

After approval by the County Board

Legal Review:

By the State Attorney’s office.

Follow-Up: Work to be performed in 2024

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

24-CR-XXX

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

**RESOLUTION AUTHORIZING AN INTERGOVERNMENTAL COOPERATION
AGREEMENT BETWEEN WINNEBAGO COUNTY AND REGION 1 PLANNING COUNCIL
FOR IMPLEMENTATION OF A SECTION 319 US EPA GRANT**

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

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

WHEREAS, the County and Region 1 are units of local government as defined in the Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq.; and

WHEREAS, the Parties recognize the importance of the Illinois Nonpoint Source Management Program, and the local Illinois EPA-approved watershed-based plans; and

WHEREAS, Region 1 is designated by the Office of the Governor of Illinois as a metropolitan planning organization (MPO) responsible for carrying out the federally required planning requirements for the area, in cooperation with its stakeholders, the State of Illinois, and US Environmental Protection Agency and has the personnel, experience, and partnerships to conduct NPS pollution control BMP planning and demonstration activities; and

WHEREAS, on November 21, 2021, Region 1 submitted a joint application to the United States Environmental Protection Agency for a Section 319 grant to conduct a Multi-Watershed Outreach Demonstration Program to address key water quality concerns regarding nonpoint source pollution control in the Buckbee Creek and South Fork Kent Creek watersheds in Winnebago County through public outreach, education and implementation of one demonstration Best Management Practice in each watershed; and

WHEREAS, on November 10, 2021, Winnebago County provided Region 1 a letter of support for the application for a Section 319 grant; and

WHEREAS, on August 30, 2023, Region 1 was notified by IEPA on the award of \$299,942.12 in federal funding to complete said demonstration program; and

WHEREAS, the County will supply matching in-kind services in the amount of \$24,000 for BMP installation, along with procuring needed materials for the demonstration projects in an amount not-to-exceed \$57,507.50 which is eligible for reimbursement from region 1 through the 319-grant administration process; and

NOW THEREFORE BE IT RESOLVED that the County Board Chairman is authorized to execute on behalf of the County of Winnebago a “Intergovernmental Grant Agreement” with Region 1 Planning Council for the purpose of encouraging local watershed stakeholders to adopt nonpoint source (NPS) pollution control best management practices (BMPs) recommended in Illinois Environmental Protection Agency (EPA)-approved watershed-based plans for South Fork Kent Creek and Buckbee Creek in Winnebago County, IL., form substantially as attached hereto; and

BE IT FURTHER RESOLVED that the GRANT and 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 directed to prepare and deliver one (1) certified copy of this Resolution to the Winnebago County Treasurer, Auditor and Winnebago County 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 _____, 2024,
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
by and between
REGION 1 PLANNING COUNCIL AND WINNEBAGO COUNTY

This Intergovernmental Agreement (“Agreement”) is made and entered into by and between Winnebago County (“**the County**”) and the Region 1 Joint Planning Commission d/b/a Region 1 Planning Council (“**R1**”). The County and R1 (**also referred to herein individually as a “Party” and collectively as the “Parties”**), enter into this Agreement for the purpose of encouraging local watershed stakeholders to adopt nonpoint source (NPS) pollution control best management practices (BMPs) recommended in Illinois Environmental Protection Agency (EPA)-approved watershed-based plans for South Fork Kent Creek and Buckbee Creek in Winnebago County, IL.

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

WHEREAS, the County and R1 are units of local government as defined in the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*; and

WHEREAS, the Parties recognize the importance of the Illinois Nonpoint Source Management Program, and the local Illinois EPA-approved watershed-based plans; and

WHEREAS, R1 is designated by the Office of the Governor of Illinois as a metropolitan planning organization (MPO) responsible for carrying out the federally required planning requirements for the area, in cooperation with its stakeholders, the State of Illinois, and US Environmental Protection Agency and has the personnel, experience, and partnerships to conduct NPS pollution control BMP planning and demonstration activities; and

WHEREAS, on November 21, 2021, R1 submitted a joint application to the United States Environmental Protection Agency for a Section 319 grant to conduct a Multi-Watershed Outreach Demonstration Program to address key water quality concerns regarding nonpoint source pollution control in the Buckbee Creek and South Fork Kent Creek watersheds in Winnebago County through public outreach, education and implementation of one demonstration Best Management Practice in each watershed; and

WHEREAS, on November 10, 2021, Winnebago County provided R1 a letter of support for the application for a Section 319 grant; and

WHEREAS, on August 30, 2023, R1 was notified by IEPA on the award of \$299,942.12 in federal funding, to be disbursed through the State, to complete said demonstration program, inclusive of matching in-kind services from Winnebago County in the amount of \$24,000 for BMP

installation, including construction oversight and equipment provision (\$11,000 for Park-Er-Woods, \$13,000 for Ken-Rock). Additionally, the County will procure materials needed for the demonstration projects (2) in an amount not-to-exceed \$57,507.50 which is eligible for reimbursement from R1 through the 319 grant administration process; and

NOW, THEREFORE, in consideration of the above recitals which are hereby incorporated into this Agreement, and the mutual covenants, terms and provisions contained herein, or attached hereto and incorporated herein by reference, the Parties agree to the following:

ARTICLE I: PURPOSE

Section 1.01. Purpose. Pursuant to and in accordance with this Agreement, the Parties shall cooperate in the furthering of planning and demonstration-related activities for the development of Best Management Practices nonpoint source pollution control sites.

Section 1.02. Relationship of Parties. Each Party will remain a separate and distinct entity and acknowledge that each of the Parties shall have independent responsibilities in addition to those shared obligations as set forth herein.

ARTICLE 2: POWERS AND DUTIES

Section 2.01. Compliance with Law. The Parties shall comply with all applicable federal and state laws, rules, regulations, and orders.

Section 2.02. Funding. R1 shall provide reimbursement to the County at a not-to-exceed amount of \$57,507.50 in sub award funds for costs associated with the development of two demonstration BMP installations, one in the Buckbee Creek watershed, and one in the South Fork Kent Creek Watershed. Advanced payment is not allowed. An invoice for materials needed and purchased for two demonstration projects as referenced shall be issued to R1 upon receipt of said materials. Additionally, the County shall provide a not-to-exceed amount of \$24,000 for all in-kind services related to BMP installation. The County shall provide to R1 documentation for all in-kind services rendered related to BMP installation, including construction oversight and equipment provision upon completion of each BMP installation. Any other fees agreed upon by the Parties require approval of the County Board the terms of which shall be established and agreed to in writing.

Section 2.03. Duties. R1 shall perform the following duties, in accordance with applicable laws, codes, policies, directives, and procedures.

- a. R1 will serve as the designated lead agency responsible for the fiscal and grant management and administration of the project.
- b. R1 agrees to dedicate \$24,000 from County in-kind contributions to the overall project for costs associated with the management of the project.
- c. R1 will serve as the designated lead agency responsible for grant management and oversight related to all aspects of the Project.
- d. R1 will serve as the designated lead agency responsible for communication of requirements set forth by the United States Environmental Protection Agency required to be met for the development of the Project.

- e. R1 agrees to serve as project manager and administrator of the Project on behalf of Winnebago County.
- f. R1 will deliver to the County a copy of the final report submitted to the IEPA.

Winnebago County shall perform the following duties, in accordance with applicable laws, codes, policies, directives, and procedures.

- a. Winnebago County agrees to procure the materials needed for the two demonstration projects, one for the Buckbee Creek Watershed, and one for the South Fork Kent Creek Watershed in an amount not-to-exceed \$57,507.50.
- b. Winnebago County agrees to provide R1 with an invoice for materials needed and purchased for two demonstration projects as referenced upon receipt of said materials.
- c. Winnebago County agrees to provide in-kind services for BMP installation, including construction oversight and equipment provision for the two demonstration projects in (a.) above.
- d. Winnebago County agrees to provide R1 with documentation for all in-kind services rendered related to BMP installation, including construction oversight and equipment provision upon completion of each BMP installation.

Section 2.04. Assignment of Personnel. R1 may, at its sole discretion, assign R1 personnel to perform the Services under this Agreement.

Section 2.05. Confidentiality. Unless otherwise required by law, the Parties will exercise reasonable effort to maintain in confidence information disclosed or submitted between Parties as confidential information. Confidential information does not include information that: (a) is generally available in the public domain or becomes available to the public through no act of either of the Parties; (b) is independently known by a Party prior to receipt; or (c) made available to a Party as a matter of lawful right by a third-party.

ARTICLE 3: TERM OF AGREEMENT

The term of this agreement shall commence on the **1st day of July, 2023** and shall continue until the 15th day of November, 2025. Each party must notify the other party sixty (60) days prior to the expiration of the term of the intent to exercise the extension. Either party may terminate this Agreement at any time by notifying the other party in writing ninety (90) days prior to the effective date of termination. It is the intent of each party to this Agreement that its commitments made hereunder are conditioned upon satisfactory performance of the commitment made by the other party hereto.

ARTICLE 4: HOLD HARMLESS

Except as specifically provided herein, each party to this Intergovernmental Agreement shall indemnify and hold harmless the other party against all claims, suits, costs, expenses and judgments caused or occasioned by the actions or omission of the party or its employees as related to this Agreement.

ARTICLE 5: GENERAL CONDITIONS

Section 5.01 Entire Agreement. This Agreement shall constitute the entire Agreement between the parties with respect to the subject matter hereof, and no other warranties, inducements, considerations, promises, or interpretations shall be implied or impressed upon this Agreement that are not expressly addressed herein and therein. R1 shall remain responsible for the performance measures and standards mandated by regulation of any federal regulations covered by the Section 319 funds that are reimbursed to R1 for the purpose of fulfilling such mandates.

Section 5.02 Counterpart. This Agreement may be comprised of several identical counterparts, each to be fully executed by the parties and each to be deemed an original having identical legal effect.

Section 5.03 Amendments. No changes, amendments, modification, or discharge of this Agreement, or any part thereof, shall be valid unless in writing and signed by the authorized agent of R1 and by the Board Chairperson of Winnebago County or his respective designees.

Section 5.04 Governing Law and Severability. This Agreement shall be governed as to performance and interpretation in accordance with the laws of the State of Illinois. If any provision of this Agreement shall be held or deemed to be or shall in fact be inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions or in all cases because it conflicts with any other provision or provisions hereof or any constitution, statute, ordinance, rule or law or public policy, or for any reason, such circumstance shall not have the effect of rendering any other provision or provisions contained herein invalid, inoperative or unenforceable to any extent whatsoever. The invalidity of any one or more phrases, sentences, clauses, or sections contained in this Agreement shall not affect the remaining portions of this Agreement or any part hereof

Section 5.05 No Third Party Beneficiaries. Notwithstanding any other provision of this Agreement, nothing in this Agreement shall be deemed to create any rights of action for persons or entities not a party to this Agreement or to circumvent any of the immunities contained in the Local Governmental and Governmental Tort Immunity Act, 745 ILCS 10/1-101 et seq., as amended.

Section 5.6 Authority of Signatories. The execution, delivery of and performance under this agreement by each party is pursuant to authority validity and duly conferred upon said party and the signatories hereto.

Section 5.7 Notice. Any and all correspondence or notices required, permitted, or provided for under this Agreement to be delivered to any Party shall be sent to that Party both by email and United States Postal Service mail. All correspondence shall be considered delivered to a Party as of the date that such notice is postmarked first-class and with sufficient postage. Any notice of termination shall be sent via certified mail. Correspondence or notices shall be sent to the persons and addresses indicated below or to such other addresses as a Party shall notify the other of in writing pursuant to the provisions of this section.

If to the County: Winnebago County
Attention: County Chairman Joseph V. Chiarelli
Mailing Address: 404 Elm Street, Rockford, IL 61101
Email: Joe@admin.wincoil.gov

If to R1: Region 1 Planning Council
Attention: Executive Director Michael Dunn
Mailing Address: 127 N Wyman Street, Suite 100, Rockford, IL 61101
Email: mdunn@r1planning.org

In WITNESS WHEREOF, the parties have executed this Intergovernmental Agreement on the dates referenced below.

Winnebago County

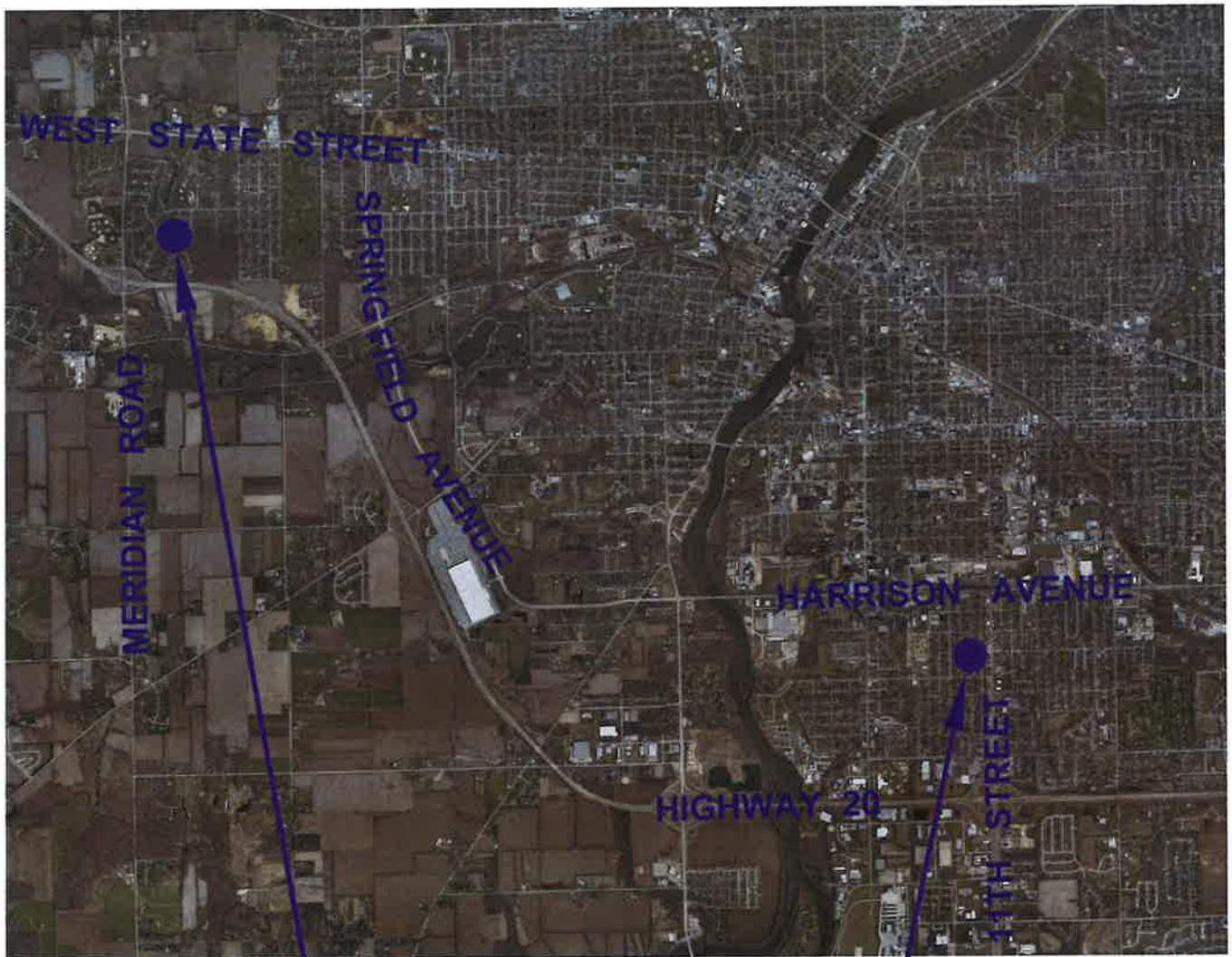
Region 1 Joint Planning Commission

By: Joseph V. Chiarelli
Its: Winnebago County Board Chairman
Date: _____

By: Michael Dunn
Its: Executive Director
Date: _____

STATE OF ILLINOIS
WINNEBAGO COUNTY HIGHWAY DEPARTMENT
R1PC 319 GRANT
SECTION NO.: 23-00721-00-DR

**PARK-ER-WOODS AND KEN ROCK
DRAINAGE IMPROVEMENTS
LOCATION MAP**



**PARK-ER-WOODS
BIOSWALE**

**KEN ROCK
BIORETENTION BASIN**





Resolution Executive Summary

Prepared By: Winnebago County Highway Department

Committee: Public Works Committee

Committee Date: Tuesday, December 19, 2023

Resolution Title:

Resolution Permitting the Relocation of a Right-In / Right-Out Access on Perryville Road and Granting Full Access to Nimtz Road East of Perryville Road

County Code: PWC Resolution #23-043

Board Meeting Date: Thursday, January 11, 2024

Budget Information:

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

Background Information: In the mid 1990's, the County Board designated Perryville Road a freeway, a controlled access highway; and any modification to the approved access points can only be approved by the County Board. As part of the right-of-way acquisition for construction of Perryville Road, a right-in/right-out (RIRO) access was granted and constructed to the property located at the S/E quadrant of the Perryville Road/Nimtz Road intersection. The City of Loves Park and a potential developer have requested that this RIRO be relocated approx. 150 ft to the North and also to allow a full access on Nimtz Road across the access control line, approx. 580 feet East of the Perryville Road centerline. Nimtz Road is under the jurisdiction of Loves Park and they are in agreement with this request.

Recommendation:

Staff recommends approval. The proposed configuration will not affect traffic flow and safety.

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**

24-CR-XXX

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

**RESOLUTION PERMITTING THE RELOCATION OF A RIGHT-IN / RIGHT-OUT ACCESS
ON PERRYVILLE ROAD AND GRANTING FULL ACCESS TO NIMTZ ROAD
EAST OF PERRYVILLE ROAD**

WHEREAS, on June 23, 1994, pursuant to Section 8-101 of the Illinois Highway Coder, 605 ILCS 5/8-101, the County Board designated and established as a freeway Perryville Road from Riverside Blvd. to Harlem Road; and

WHEREAS, as part of this designation access control was also established on Nimtze Road east of Perryville Road said Nimtze Road being under the jurisdiction of the City of Loves Park; and

WHEREAS, the City of Loves Park and a potential developer have requested to relocate an existing right-in/right-out access to Perryville Road, an access control highway, some 150 feet to the North as depicted on the attached Exhibit A; and

WHEREAS, pursuant to Section 8-102 of the Illinois Highway code, 605 ILCS 5/8-101, the City of Loves Park has requested consent of the County Board for a full access on the south side of Nimtze Road some 584 feet east of the centerline on Perryville Road, as depicted on the attached Exhibit A; and

WHEREAS, it is in the public interest to allow the relocation on an existing northbound right-in/right out access on Perryville Road, South of Nimtze Road; and to grant full access to the south side of Nimtze Road east of Perryville Road to promote development and safety of highway traffic in the area.

NOW THEREFORE BE IT RESOLVED that the County Board of the County of Winnebago, Illinois, that pursuant to Section 8-102 of the Illinois Highway Code, 605 ILCS 5/8-102, the existing right-in/right-out access for northbound Perryville Road may be allowed to relocate some 150 feet to the North; and the City of Loves Park is hereby granted full access on the south side of Nimtze Road some 584 feet east of the centerline of Perryville Road, as depicted on the attached Exhibit A; and

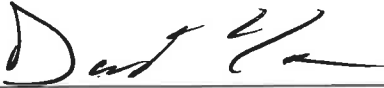
BE IT FURTHER RESOLVED that this Resolution shall be in full force and effect immediately upon its adoption; and

BE IT FURTHER RESOLVED that the Clerk of the County Board is hereby directed to prepare and deliver one (1) certified copy of this Resolution to the Winnebago County Auditor and Winnebago County 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

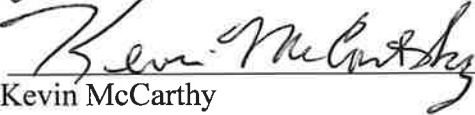
John Penney

John Penney



John Guevara

John Guevara



Kevin McCarthy

Kevin McCarthy

The County Board of the County of Winnebago, Illinois this _____ day of _____, 2024,
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

SCALE: 1" = 100'

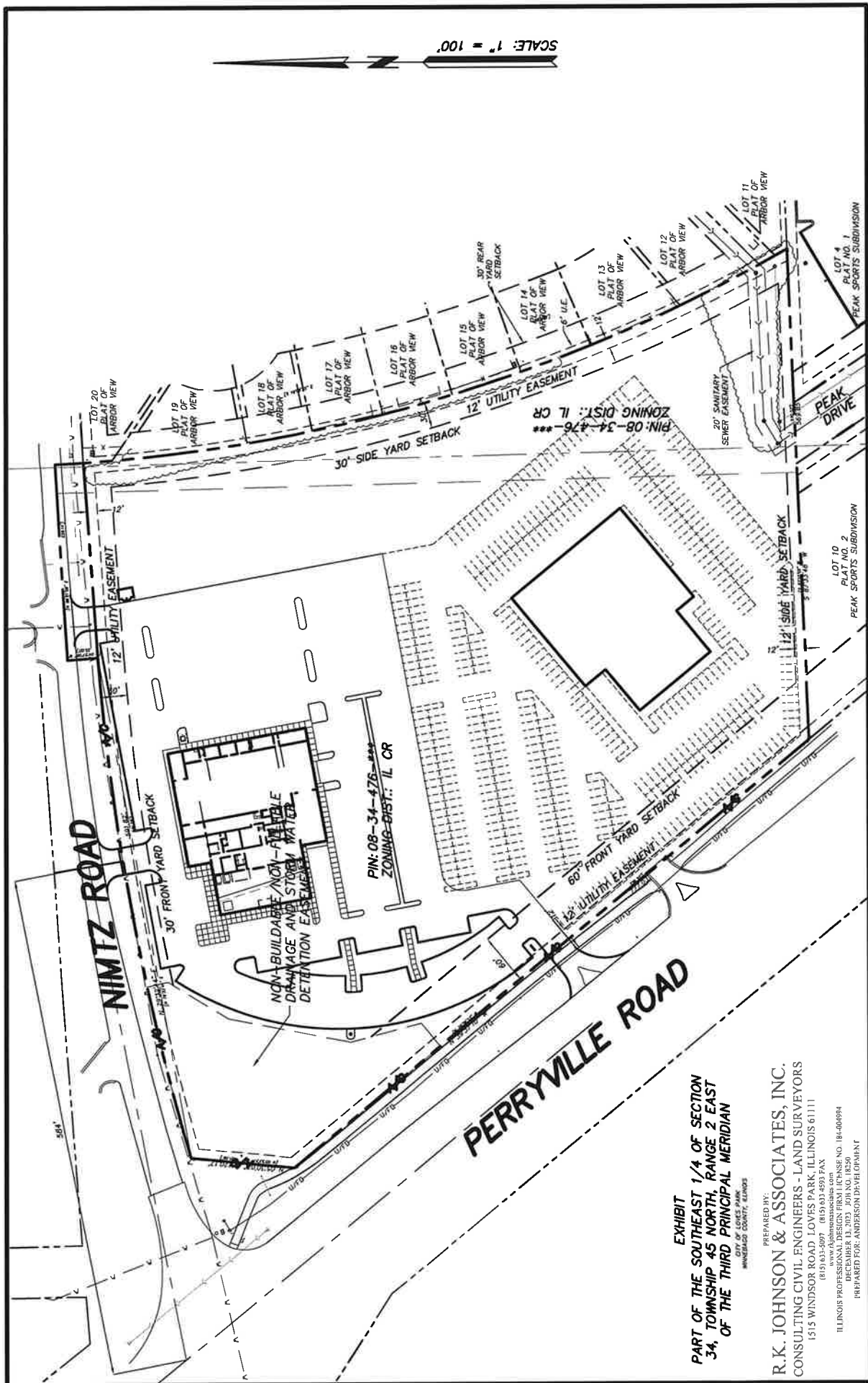
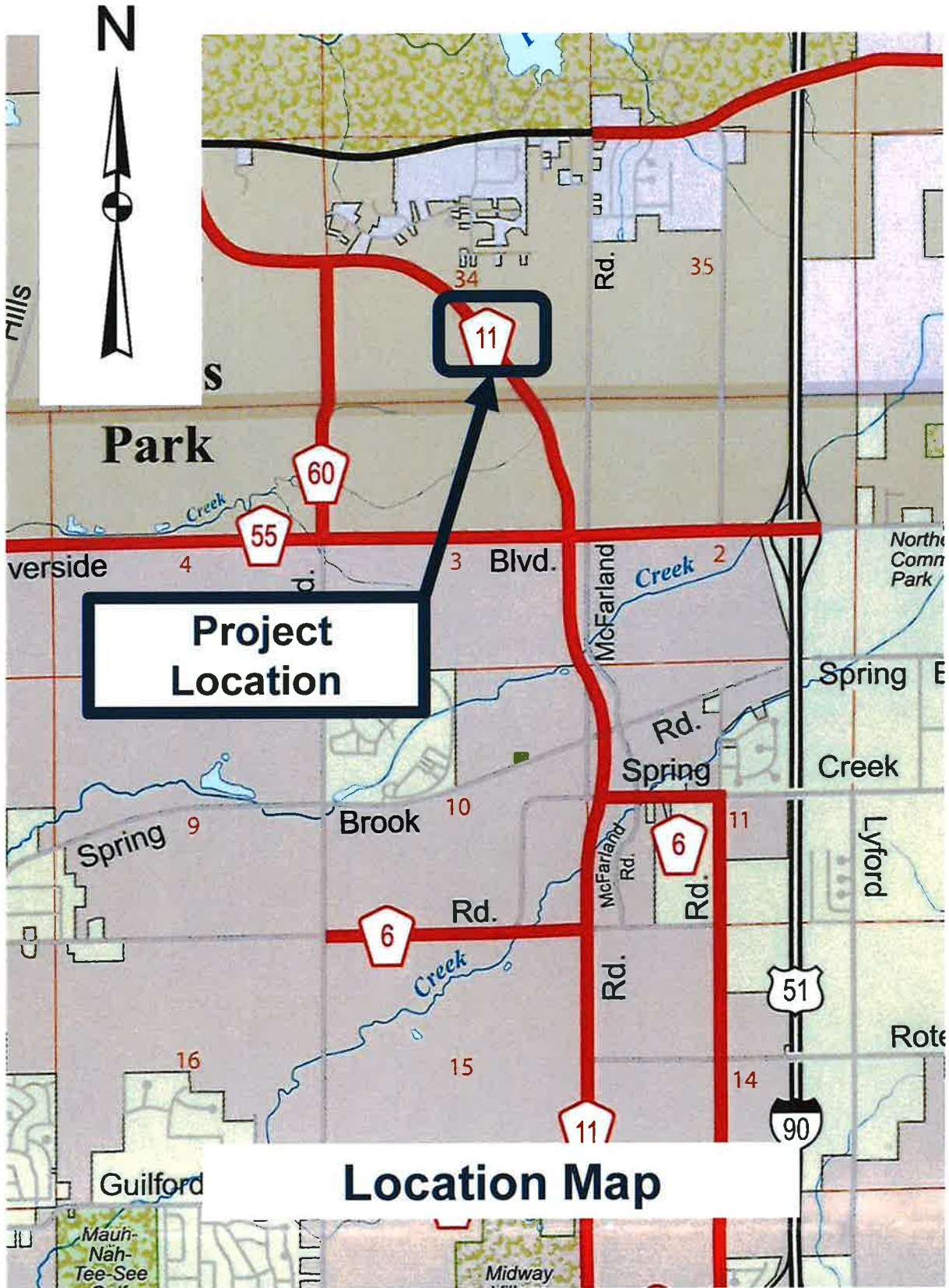


EXHIBIT
PART OF THE SOUTHEAST 1/4 OF SECTION
34, TOWNSHIP 45 NORTH, RANGE 2 EAST
OF THE THIRD PRINCIPAL MERIDIAN
 CITY OF LOUIS PARK
 WINDSOR COUNTY, ILLINOIS

PREPARED BY:
R.K. JOHNSON & ASSOCIATES, INC.
 CONSULTING CIVIL ENGINEERS - LAND SURVEYORS
 1515 WINDSOR ROAD LOVES PARK, ILLINOIS 61111
 (815) 631-5097 (815) 631-4593 FAX
 www.rkjohsonassociates.com
 ILLINOIS PROFESSIONAL DESIGN FIRM LICENSE NO. 184-060945
 PREPARED FOR: ANDERSON DEVELOPMENT



**Public Safety &
Judiciary
Committee**



Resolution Executive Summary

Prepared By: Kyle Boomer
Committee: Public Safety and Judiciary Committee
Committee Date: December 20, 2023
Board Meeting Date: January 11, 2024
Resolution Title: Resolution Authorizing the Use of PropertyRoom.Com to Auction Items Stored in Evidence That Have Been Approved to Be Auctioned or Destroyed

Budget Information:

Was item budgeted? N/A	Appropriation Amount: N/A
If not, explain funding source:	
ORG/OBJ/Project Code: N/A	Descriptor: PropertyRoom.com to auction items from evidence

Background Information: The Winnebago County Sheriff’s Department has a large amount of property that can either be auctioned or destroyed, in our Evidence Section. In the past, the County’s Purchasing Department would auction 4-5 items at a time. However, we have not had an auction in 6-8 months and the Sheriff’s Office now has over 100 items ready to be auctioned.

Recommendation: Approve the agreement. This contract is no cost to Winnebago County. PropertyRoom.com receives 50% of any profit made up to \$1,000 on a single item auctioned off. PropertyRoom.com receives 25% of any profit on a single item that is sold for over \$1,000. Their money is taken from the items sold. Our Evidence Section is becoming full and this is a way to dispose of the property.

Contract/Agreement: Attached

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

Follow-Up: n/a

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

Sponsored by: Brad Lindmark

Submitted by: Public Safety and Judiciary Committee

2024 CR

**RESOLUTION AUTHORIZING THE USE OF PROPERTYROOM.COM TO AUCTION ITEMS STORED
IN EVIDENCE THAT HAVE BEEN APPROVED TO BE AUCTIONED OR DESTROYED**

WHEREAS, the Winnebago County Sheriff's Office proposes an agreement for surplus asset management, selling, auction, disposition, and related services with PropertyRoom.com, Inc. for a term of one (1) year; and

WHEREAS, the term of the Agreement shall commence upon the County's execution of the Agreement, and shall continue for an initial term of one (1) year from the Effective Date and thereafter will automatically renew for one (1) consecutive year terms unless written notice of non-renewal is provided by either party at least sixty (60) days prior to the expiration of the then current term; and

WHEREAS, the Public Safety & Judiciary Committee of the County Board for the County of Winnebago, Illinois, has reviewed the agreement regarding details of services for the PropertyRoom.com and recommends approving an agreement from:

PropertyRoom.com, Inc.
5257 Buckeystown Pike Suite 475
Frederick, MD 21704

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, an Agreement similar in language to Resolution Exhibit A with PropertyRoom.com, Inc., 5257 Buckeystown Pike Suite 475, Frederick, MD 21704.

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 Deputy-Chief-Uniform Services Bureau, Winnebago County Sheriff, 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 _____ 2024.

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

ATTESTED BY:

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

Asset Disposition Services Agreement

This Asset Disposition Services Agreement ("Agreement") is made by and between PropertyRoom.com, Inc., a Delaware corporation ("Contractor") and Winnebago County Sheriff's Dept ("Owner"). The Agreement is effective upon Owner's signature date ("Effective Date").

Whereas Contractor's business involves surplus asset management, selling, auction, disposition and related services ("Services"); and

Whereas Contractor desires to provide Services to Owner and Owner desires Contractor to provide Services subject to this Agreement.

Now therefore, in consideration of premises above and mutual covenants and agreements set forth herein, Contractor and Owner agree as follows.

Any other municipal, county, or state government agency located within the same state as Owner may also procure Services under this Agreement under the same terms and conditions stated in this Agreement by executing an adoption agreement with Contractor based upon this Agreement.

1. **Items Requiring Services.** Owner will identify items ("Assets") it desires to provide to Contractor for Services. Contractor retains the right to accept or reject certain Assets in its sole discretion.

re: 2.
See
Add #2
pg #1

2. **Title to Assets.** Owner shall retain, at all times, legal title to Assets unless and until Assets are purchased or otherwise disposed of according to the Agreement, at which time Owner will be deemed to have transferred title directly to an Asset purchaser or other acquirer ("Buyer") identified by Contractor. Owner appoints Contractor as its representative and instrumentality to hold and offer Assets for sale, on Owner's behalf, in accordance with the Agreement. Owner appoints Contractor as its attorney-in-fact to sign any and all documents necessary to assign to Buyers all of Owner's rights, title and interest in and to Assets sold or disposed. Cash receipts, accounts receivable, contract rights, notes, general intangibles, and other rights to payment of any kind arising out of Asset sales ("Proceeds") belong to Owner. Contractor may withhold from Proceeds amounts owed to Contractor and any third parties in connection with Services, which amounts shall be disbursed by Contractor on Owner's behalf. Contractor will remit remaining balances to Owner ("Owner Net Proceeds").

3. **Term and Termination**

This Agreement shall commence on the Effective Date and shall continue for an initial term of one (1) year from the Effective Date and thereafter will automatically renew for consecutive one (1) year terms unless written

notice of non-renewal is provided by either party to the other at least sixty (60) days prior to the expiration of the then current term.

- a. Either Owner or Contractor (the "Party" or "Parties") may terminate the Agreement upon thirty (30) days prior notice to the other Party.
- b. The rights of the Parties to terminate the Agreement are not exclusive of any other rights and remedies available at law or in equity, and such rights will be cumulative. Exercising any such right or remedy will not preclude exercising these or any other rights and remedies.
- c. Upon any termination or expiration, Contractor may continue to provide Services for any unsold Assets then in the possession of Contractor. Alternatively, Owner may, at Owner's expense, arrange for the return of Owner Assets.

4. **Payment for Services**

- a. **Fees.** Fees for Contractor Services appear in signed addendums to this Agreement.
- b. **Remittance of Proceeds.** Once a month, Contractor will remit Owner Net Proceeds from sales completed the prior month. Sales are deemed completed when all items from an asset list line-item are sold, paid for and shipped. Contractor may defer payment of any amount less than \$250 until such time as the amount owed Owner equals or exceeds \$250.
- c. **Invoices.** If monthly Proceeds do not cover amounts owed, Contractor and Owner will mutually agree for Contractor to either:
 - (1) Invoice Owner for Services, net of Proceeds collected, or
 - (2) Accrue and carry-over unpaid balances, invoicing Owner when negative balances persist for six (6) consecutive months.
- d. **Reporting.** Each month, Contractor will publish a standard online report containing information related to Owner Assets, Services provided, Fees and Owner Net Proceeds.

re: 4.d
See
Add #2
pg #1

5. **Contractor Obligations.** Contractor may utilize subcontractors in its performance of Services, provided Contractor shall be responsible for any breach of this Agreement by such subcontractors. With respect to delivering Services:

re: 5
See
Add #2
pg #1

- a. Contractor shall maintain insurance covering Assets against fire, theft, and extended coverage risks ordinarily included in similar policies.
- b. For auction Services, Contractor will use organic marketing techniques ("OMT") to increase bidding on Owner Assets. OMT may include, but not be limited to, email, publicity related to this Agreement, and facilitation of

Asset Disposition Services Agreement

clickable links on Owner website(s) to websites used by Contractor for Asset sales.

re: 5.c/d/e
See
Add #2
pg #1

6. Asset Lists

- a. **Manifest & Asset Lists.** Owner will complete paperwork reasonably necessary to convey custodial possession of Assets to Contractor, such as written manifests or Asset lists (the "Asset Lists") describing items in sufficient detail for proper identification. Contractor owns exclusive rights to sell Assets described in Asset Lists provided by Owner for a period of 120 days from the date Owner releases an Asset to Contractor for sale and Owner will not grant any such rights to any third party (or itself sell the applicable Assets).
- b. **Excluded Assets.** Owner agrees it will not knowingly provide illegal or hazardous Assets or Assets that infringe intellectual property rights of any third party ("Excluded Assets"). In the event Contractor identifies any item as an Excluded Asset, Contractor shall have the right to suspend, cancel, or unwind any sale or disposal of such Excluded Asset.

7. Salability of Assets.

- a. Owner states Assets subject to Services are legally available for sale to the general public; and
- b. If required, Owner has taken necessary actions for transfer of Asset title(s) to Buyers.

8. Books and Records.

Contractor will keep complete and accurate books of account, records, and other documents with respect to the Agreement ("Books and Records") for at least 3 years following Agreement expiration or termination. Upon reasonable notice, Books and Records will be available for inspection by Owner, at Owner's expense, at the location where Books and Records are regularly maintained, during Contractor's normal business hours.

9. Assignment.

This Agreement shall be binding upon and inure to the benefit of the Parties named herein and their respective successors and assigns. Neither Party may assign any of its obligations under this Agreement without the prior written consent of the other Party, such consent not to be unreasonably withheld or delayed, provided that Contractor may assign this Agreement without such consent to a successor in interest by way of a merger, consolidation, or sale of all or substantially all of Contractor's assets.

10. Notices.

Any notice or other communication given under the Agreement will be in writing and delivered by hand, sent by facsimile (provided

acknowledgment of receipt thereof is delivered to the sender), sent by certified, registered mail or sent by any nationally recognized overnight courier service to the addresses provided in the Owner information section. Notices sent by registered mail or national overnight carrier shall be effective upon delivery. The Parties may, from time to time and at any time, change their respective addresses and each will have the right to specify as its address any other address by written notice to the other Party. A change of address will take effect upon receipt of notice unless a later date is otherwise specified.

11. Interpretation.

Whenever possible, each provision of the Agreement will be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of the Agreement is held to be prohibited by or invalid under applicable law, such provision will be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of the Agreement. The Agreement headings are inserted for convenience of reference only and shall not constitute a part hereof.

12. Governing Law.

The internal law, and not the law of conflicts, of the state in which Owner is located will govern all questions concerning construction, validity and interpretation of the Agreement and the performance of the obligations imposed by the Agreement. The proper venue for any proceeding at law or in equity will be the state and county in which the Owner is located, and the Parties waive any right to object to the venue.

13. Further Assurances.

Contractor and Owner will each sign such other documents and take such actions as the other may reasonably request in order to effect the relationships, Services and activities contemplated by the Agreement and to account for and document those activities.

14. Relationship of the Parties.

No representations or assertions will be made or actions taken by either Party that could imply or establish any joint venture, partnership, employment or trust relationship between the Parties with respect to the subject matter of the Agreement. Except as expressly provided in the Agreement, neither Party will have any authority or power whatsoever to enter into any agreement, contract or commitment on behalf of the other, or to create any liability or obligation whatsoever on behalf of the other, to any person or entity.

Asset Disposition Services Agreement

15. **Force Majeure.** Neither Party will be liable for any failure of or delay in performance of the Agreement for the period that such failure or delay is due to acts of God, public enemy, war, strikes or labor disputes, or any other cause beyond the Parties' reasonable control (each a "Force Majeure"), it being understood that lack of financial resources

will not to be deemed a cause beyond a Party's control. Each Party will notify the other Party promptly of any Force Majeure occurrence and carry out the Agreement as promptly as practicable after such Force Majeure is terminated. The existence of any Force Majeure will not extend the term of the Agreement.

This Agreement, together with one or more signed addendums attached hereto, comprises the entire agreement between Contractor and Owner relating to Services and supersedes any prior understandings, agreements, or representations by or between the parties, whether written or oral.

<u>OWNER</u>	
Signature	_____
Name	_____
Title	_____
Date	_____

<u>CONTRACTOR</u>	
Signature	_____
Name	Aaron Thompson
Title	CEO
Date	_____

OWNER INFORMATION & AGREEMENT OPTIONS SELECTED

Owner Name:	Account #: 2631
Street Address:	Cooperative Purchasing Agreement? Sourcewell <input checked="" type="checkbox"/> Other (Please specify) _____ <input type="checkbox"/> Member #: 42066
City, State/Province, Postal Code, Country:	Resolution of Unpaid Monthly Service Fees: Balance carry-over <input type="checkbox"/> Monthly Invoice <input type="checkbox"/>
Telephone:	Fax:
Primary Contact: Name _____ Work _____ Mobile _____ Email _____	Secondary Contact: Name _____ Work _____ Mobile _____ Email _____

1. This addendum ("Addendum") is attached to and made part of the Asset Disposition Services Agreement dated _____ ("Agreement") between Contractor and Owner. In the event of a conflict between the provisions of the Agreement, this Addendum and any prior agreement or Agreement addendum, this Addendum will govern.

2. **Definitions.**

- a. **Winning Bid.** "Winning Bid" means the highest amount committed and paid by a Buyer of a sold Asset. Winning Bid does not include shipping & handling, buyer premiums, or other fees, if any, nor does Winning Bid include an amount a Buyer commits but fails to pay.
- b. **Sales Price.** "Sales Price" equals the Winning Bid plus shipping & handling, shipping insurance and sales tax paid by a Buyer.
- c. **Payment Processing Costs.** Payment processing costs equal 3% of Sales Price ("PP Costs").
- d. **Success Fee.** For sold Assets, Owner will pay Contractor a Services fee equal to a percent of profits or Winning Bids as specified below ("Success Fee").
- e. **Buyer Premiums.** Notwithstanding anything to the contrary herein, Contractor may collect a Winning Bid percent fee from a Buyer, typically referred to as a "Buyer's Premium".

re: 3
See
Add #2
pg #2

3. **Services Offered.** Contractor provides a suite of Services referenced herein. Upon mutual agreement of Owner and Contractor, Contractor may provide all or any combination of Services. Contractor will use commercially reasonable efforts to deliver Services.

a. **Portables Auction Service ("Portables").** Applying to Assets small enough for pick-up by Contractor via box truck or common carrier shipment, excluding firearms, Contractor will transport, test and/or authenticate (if applicable and practicable), erase or destroy memory media (in the case of electronics), image, store, list and sell Assets via public internet auction on one or more Contractor selected websites. Owner will pay Contractor a Success Fee as described below.

- (1) **Asset Success Fee.** For Portable Assets, Success Fee equals 50% for the first \$1,000 of a Winning Bid amount and 25% of Winning Bid amount, if any, over \$1,000.
- (2) **Net Proceeds.** For each Portables Asset, Owner Net Proceeds equals Winning Bid less Success Fee less PP Costs.
- (3) **Fuel Surcharge.** If quarterly retail diesel prices, as published by the U.S. Energy Information Administration, rise above the level shown in the table below, a fuel surcharge ("Fuel Surcharge") will be deducted from Owner Net Proceeds for each Portable Manifest picked up at Owner's location.

Retail Diesel (per gal)	Fuel Surcharge
< \$ 2.50	\$ 0.00
\$ 2.50 to \$ 2.99	\$ 12.40
\$ 3.00 to \$ 3.49	\$ 24.80
\$ 3.50 to \$ 3.99	\$ 37.20*

* Table continues at same rate of \$12.40 increments per \$0.50 per gal change in Retail Diesel.

(4) **Shipping Fee.** If assets are transported via common carrier and not picked up by Contractor, the shipping fee will be deducted from Owner Net Proceeds.

b. **Firearms Auction Service.** This service is restricted to Owner firearm assets ("Firearm Assets") legally available for public sale in the United States. Contractor is compliant with ATF, Title 18, U.S. Code Ch. 44 and NFA (26 U.S.C., Ch. 53), as well as applicable state and local laws. Contractor may work with one or more subcontractors ("Subcontractor") for storage and processing of Firearm Assets.

Contractor will deliver Firearm Assets disposition services beginning with the collection and transport of Firearm Assets to a Federal Firearms Licensee ("FFL") holder ("Recipient FFL" or "Partner FFL"). Subsequently, Contractor and Recipient FFL will store, catalog, image, list for public internet auction, process purchaser payment and ship Firearms Assets to another FFL holder ("Transferee FFL") that will administer final physical transfer to purchaser ("Buyer") in compliance with applicable federal, state, and local laws. Owner will pay Contractor a Success Fee as described below.

- (1) **Success Fee.** For Firearm Assets, Success Fee equals 50% for the first \$1,000 of a Winning Bid amount and 25% of Winning Bid amount, if any, over \$1,000.
- (2) **Net Proceeds.** For each Firearm Asset, Owner Net Proceeds equals Winning Bid less Success Fee less PP Costs.

- c. **In Place Auction Service (“In Place”).** Applying to Assets that Owner and Contractor mutually agree to auction in place, Contractor will sell In Place Assets via public internet auction on one or more Contractor selected websites using descriptions and digital images supplied by Owner. Owner will maintain physical control of In Place Assets and transfer possession to Buyers after sale. Owner will pay Contractor a Success Fee as described below.
 - (1) **Success Fee.** For each In Place Asset, Success Fee equals 2.5% of Winning Bid.
 - (2) **Net Proceeds.** For each In Place Asset sold at auction, Winning Bid less Success Fee less PP Costs equals Owner Net Proceeds.

re: 3.d.
See
Add #2
pg #2

- d. **Haul Away Auction Service (“Haul Away”).** Applying to fleet vehicles and equipment, Contractor will tow Assets to, or take delivery at, Yards. Contractor will store, image, describe, list and sell Haul Away Assets via public internet auction on one or more Contractor selected websites. Contractor may work with one or more subcontractors (“Subcontractor”) for storage and processing of Assets at Yards. Owner will pay Contractor a Success Fee as well as other fees as specified below.
 - (1) **Success Fee.** For each Haul Away Asset, Success Fee equals 12.5% of Winning Bid.
 - (2) **Tow & Miscellaneous Fees.** Tow and Miscellaneous Service Fees are indicated in fee schedule below that specifies tow processes and related fees for Owner-specific needs (“Tow & Miscellaneous Fee Schedule”). The Tow & Miscellaneous Fee Schedule will distinguish between Assets that can be hauled away on a standard vehicle transporter (such as automobiles and light trucks) from over-sized Assets (e.g., cranes, buses, backhoes).

Haul Away Auction Service – Tow and Miscellaneous Fee Schedule			
Fee Type	Fee Description	Rate Description	Rate Per Asset
<i>Light Tow</i>	Light duty vehicles up to 11,000 GVWR	Per vehicle towed	First 30 miles free. \$10 for every 10 miles over the 1st 30 free miles
<i>Medium Tow</i>	Medium duty vehicles 11,001 - 33,000 GVWR and oversized vehicles such as an F-350 w/ dual wheels, etc.)	Per vehicle towed	Billed at cost by subcontractor - see standard schedule
<i>Heavy Tow</i>	Heavy duty vehicles 33,001+ GVWR	Per vehicle towed	Billed at cost by subcontractor - see standard schedule
<i>Re-list / Re-run</i>	Fee for re-listing asset more than three (3) times due to any type of owner imposed bidding restriction	Per re-list of asset on 4 th or subsequent attempt	\$35 / re-list
<i>Storage - light & medium duty</i>	Storage for assets stored for any reason other than awaiting auction	Per day over 30 days after pickup date	\$3 / day
<i>Storage - heavy duty</i>	Storage for assets stored for any reason other than awaiting auction	Per day over 30 days after pickup date	\$5 / day
<i>De-identification</i>	De-identifying assets	Charged in 15 minute increments for the labor to de-identify	\$20 / quarter hour
<i>Decal Removal</i>	Removal of a decal	Charged in 15 minute increments for the labor to perform decal removal	\$20 / quarter hour; \$45 minimum charge per vehicle (\$45 maximum charge per vehicle for Light Duty Vehicles)

- (3) **Net Proceeds.** For each Haul Away Asset, Winning Bid less the sum of Success Fee, Tow & Miscellaneous Fees, and PP Costs equals Owner Net Proceeds.

- e. **Impound Storage & Auction Service (“Impound”).** Applying to citizen vehicles seized and or impounded by Owner, Contractor will receive tows of Impound Assets at tow yard facilities (“Yards”), storing Assets while Owner decides whether to release to a citizen or auction. For release-to-citizen vehicles (“Released Vehicles”), Contractor will process and collect fees from citizens. For auctioned vehicles, Contractor will store, image, describe and sell Impound Assets via public internet auction on one or more Contractor selected websites. Contractor may work with one or more sub-contractors (“Subcontractor”) for storage and processing of Assets at Yards. Owner will pay Contractor a Success Fee as well as other fees as specified below.

- (1) **Success Fee.** For each Impound Asset sold at auction, Success Fee equals 12.5% of the Winning Bid.
- (2) **Tow & Miscellaneous Fees.** Tow and Miscellaneous Service Fees are indicated in fee schedule below that specifies tow processes and related fees for Owner-specific needs ("Tow & Miscellaneous Fee Schedule"). The Tow & Miscellaneous Fee Schedule will distinguish between Assets that can be hauled-away on a standard vehicle transporter (such as automobiles and light trucks) from over-sized Assets (e.g., cranes, buses, backhoes).
- (3) **Storage Fees.** Impound storage fees are indicated in the fee schedule below. Owner retains rights to charge citizens higher storage fees for Released Vehicles and Contractor will collect those storage fees along with other citizen fees set by Owner, such as tow charges, administrative charges, court processing fees, etc. ("Citizen Payments"). In the event that Assets are stored for an extended period of time without being released by Owner for auction, Owner agrees to reimburse Contractor for such storage fees in a manner to be mutually agreed upon.

Impound Storage & Auction Service – Tow and Miscellaneous Fee Schedule			
Fee Type	Fee Description	Rate Description	Rate Per Asset
Light Tow	Light duty vehicles up to 11,000 GVWR	Per vehicle towed	Billed at cost by subcontractor - see standard schedule
Medium Tow	Medium duty vehicles 11,001 - 33,000 GVWR and oversized vehicles such as an F-350 w/ dual wheels, etc.)	Per vehicle towed	Billed at cost by subcontractor - see standard schedule
Heavy Tow	Heavy duty vehicles 33,001+ GVWR	Per vehicle towed	Billed at cost by subcontractor - see standard schedule
Re-list / Re-run	Fee for re-listing asset more than three (3) times due to any type of owner imposed bidding restriction	Per re-list of asset on 4 th or subsequent attempt	\$35 / re-list
Owner Storage Fees	Daily storage for assets stored and awaiting auction	Per day	\$8 / day
Citizen Storage Fees	Daily storage for release vehicles	Per day	\$15 / day
De-identification	De-identifying assets	Charged in 15 minute increments for the labor to de-identify	\$20 / quarter hour
Decal Removal	Removal of a decal	Charged in 15 minute increments for the labor to perform decal removal	\$20 / quarter hour; \$45 minimum charge per vehicle (\$45 maximum charge per vehicle for Light Duty Vehicles)

- (4) **Net Proceeds.** For each Impound Asset, the sum of Winning Bid and Citizen Payments less the sum of Success Fee, Tow & Miscellaneous Fees, Owner/Citizen Storage Fees and PP Costs equals Owner Net Proceeds.

re: 4
See
Add #2
pg #2

4. **Modifications.** Contractor may, from time to time, modify Standard Fees & Services. To effect a fee change, Contractor will provide Owner advance written notice which will include an update to this Addendum.

OWNER	
Signature	_____
Name	_____
Title	_____
Date	_____

CONTRACTOR	
Signature	_____
Name	Aaron Thompson
Title	CEO
Date	_____

ADDENDUM #2 TO ASSET DISPOSITION SERVICES AGREEMENT

This addendum is attached to and made part of Winnebago CO IL Sheriff's Office's Asset Disposition Services Agreement dated _____ (the "Agreement"). In the event of a conflict between the provisions of the Agreement and this Addendum, the terms of this Addendum shall govern.

The Asset Disposition Services Agreement is hereby modified as follows:

- 1. Revise Section 2. Title to Assets.** Add the following verbiage to the end of the paragraph: The Owner reserves the right, at Owner's cost to have any item ("Asset") returned to the possession of the Owner prior to auction even if the item ("Asset") has already been collected by the Contractor from the Owner.
- 2. Revise Section 4.d. Reporting.** Add the following verbiage to the end: Agency requires a monthly online report to include at minimum a list all of the Owner's items ("Assets") that have been sold by the Contractor and the prices at which any such items ("Assets") were sold, as well as credit card fees on each item ("Asset").
- 3. Revise Section 5. Contractor Obligations.** The first paragraph will read as follows: Contractor shall not subcontract any of its Services and/or obligations under this Agreement without the prior written consent of the Owner. If said prior written consent is given by the Owner, the Contractor shall be responsible for any breach of this Agreement by such subcontractors.
- 4. Add Section 5.c. Objectionable Material.** to read as follows: If the Owner discovers any objectionable material (that which the Owner finds offensive or undesirable) on web pages utilized by the Contractor to sell the Owner's property, the Owner reserves the right to demand the removal of such objectionable material. If such objectionable material is not removed within five (5) business days, then the Owner reserves the right to discontinue internet auctions of its items ("Assets").
- 5. Add Section 5.d. PSI Security.** to read as follows: Contractor will also take all necessary steps to insure the security protection of credit card information of internet auction buyers/purchasers of a sold asset, as well as any personal information provided by said purchasers and buyers.
- 6. Add Section 5.e. Use of Owner's Logo.** to read as follows: The Contractor may not display or use the Owner's logo on their web site without the express written consent of the Owner.

ADDENDUM #2 TO ASSET DISPOSITION SERVICES AGREEMENT (CONT.)

The PRC Sourcewell Fees & Services Addendum is hereby modified as follows:

7. Revise Section 3. Services Offered. to read as follows: The first paragraph will read as follows: Contractor provides a suite of Services referenced herein. Upon prior written mutual agreement of Owner and Contractor, Contractor may provide all or any combination of Services. Contractor will use commercially reasonable efforts to deliver Services.

8. Revise Section 3.a. Portables Auctions Services (“Portables”). A second paragraph is added to read as follows: Once Portable Assets are picked up by the Contractor, the Owner shall be indemnified by Contractor against any claims made, related to the Services referenced herein, by the purchaser or Buyer of the Portable Asset sold at auction. Should an item on an Asset List need to be returned by the purchase of the item, the Owner will only be responsible for returning the portion of the sales price that was remitted to it by the Contractor under the terms of this Agreement.

The remainder of 3.a. remains as written.

9. Revise Section 3.d. Haul Away Auction Service (“Haul Away”). A second paragraph is added to read as follows: Once Haul Away Assets are picked up by the Contractor, the Owner shall be indemnified by Contractor against any claims made, related to the Services referenced herein, by the purchaser or Buyer of the Haul Away Asset sold at auction. Should an item on a Haul Away Asset List need to be returned by the purchase of the item, the Owner will only be responsible for returning the portion of the sales price that was remitted to it by the Contractor under the terms of this Agreement.

The remainder of 3.d. remains as written.

10. Revise Section 4. Modifications. to read as follows: Contractor, subject to prior written approval from the Owner, may, from time to time, modify Standard Fees & Services. After receiving prior written approval from the Owner, to effect a fee change, Contractor shall provide Owner advance notice which shall include an update to this Addendum.

WINNEBAGO CO IL SHERIFF’S OFFICE

By: _____
Signature / Printed Name & Title

Date: _____

PROPERTYROOM.COM, INC.

By: _____
Aaron Thompson, CEO

Date: _____

**PROPERTYROOM.COM
NEW ACCOUNT SET-UP**



After receiving the signed agreement, we will provide you with a user name and password for access to our Agency Web online reporting system. This will allow you to track status of all assets you give to us to sell from the time of listing to the sale and collection of the funds and remittance of the funds to your account (and will allow you historical data 24/7/365.). Please answer the following questions so that we can get your new account established in our system.

1. *Check payable to* information and the address where checks are to be mailed.

2. Main pick-up location for assets. (If more than one location, please specify)

3. Main contact's name, title, phone number, fax number, and email address. The main contact will (a) receive a Welcome Call from our Client Services Department; (b) receive mailed bar codes; (c) be contacted every thirty (30) days for scheduling pickups; and (d) have primary access to the Agency Web system for tracking and auditing.

**PROPERTYROOM.COM
NEW ACCOUNT SET-UP**



4. Name, title, phone number, and email address of any additional department personnel requiring access to our Agency Web reporting system.

5. Name, email address, and phone number of the person responsible for the department's website so our IT team can coordinate with adding a notice to the public link on your website.

6. Two possible dates and times for you and/or your main contact(s) to receive a Welcome Call from our Client Services Manager. We will then confirm the date and time as soon as we get internal confirmation from our Client Services Manager. Upon call meeting time, we will send you a free dial-in conference call phone number and access code.

7. Name, telephone, and email address of the person responsible for media relations in your department to work with our Marketing Department regarding any media inquiries.



Resolution Executive Summary

Prepared By: Rick Ciganek
Committee: Public Safety and Judiciary Committee
Committee Date: Dec 20, 2023
Board Meeting Date: January 11, 2024
Resolution Title: Resolution Authorizing the Execution of an Intergovernmental Agreement Between the County of Winnebago, Illinois and the Illinois Department of Children and Family Services (DCFS)

Budget Information:

Was item budgeted? No	Appropriation Amount: 331,313.00
If not, explain funding source: Illinois Department of Children and Family Services	
ORG/OBJ/Project Code: N/A	Budget Impact: N/A

Background Information: The Winnebago County Sheriff’s Office proposes to provide policing services for the Rockford Area DCFS office. The contract is for two years and all costs related to the Deputy position will be covered by the State of Illinois -DCFS.

Recommendation: Approve the agreement.

Contract/Agreement: Attached

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

Follow-Up: n/a

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

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

2024 CR

**RESOLUTION AUTHORIZING THE EXECUTION OF AN
INTERGOVERNMENTAL AGREEMENT BETWEEN THE COUNTY OF
WINNEBAGO, ILLINOIS AND THE ILLINOIS DEPARTMENT OF CHILDREN
AND FAMILY SERVICES (DCFS)**

WHEREAS, the County of Winnebago, Illinois, on behalf of the Winnebago County Sheriff's Office (Sheriff's Office) is in a unique position to help support the Illinois Department of Children and Family Services (DCFS) Child Protection Specialists (CPS) as they perform their duties related to home visits, safety assessments, safety and wellbeing checks, taking youth into protective custody, and other responsibilities that require visiting a client's home; and

WHEREAS, DCFS desires to collaborate with the Sheriff's Office to enhance safety protocols and measures for CPS when they perform the aforementioned duties; and

WHEREAS, the parties are authorized by the Illinois Constitution of 1970, Article VII, Section 10 and the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.* to enter into an intergovernmental agreement for the provision of such services by the Sheriff's Office, and the parties desire to enter into such an agreement; and

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

NOW, THEREFORE, BE IT RESOLVED, by the County Board of the County of Winnebago, Illinois, that the Winnebago County Board Chairman is authorized to execute the Intergovernmental Agreement between the County of Winnebago, Illinois, on behalf of the Winnebago County Sheriff's Office and the Illinois Department of Children and Family Services (DCFS), in substantially the same form as contained in Exhibit A.

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 Winnebago County Sheriff, 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 _____ 2024.

ATTESTED BY:

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

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

**RESOLUTION AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL
AGREEMENT BETWEEN THE COUNTY OF WINNEBAGO, ILLINOIS
AND THE ILLINOIS DEPARTMENT OF CHILDREN AND FAMILY SERVICES (DCFS)**

This Intergovernmental Agreement (“IGA”) is entered into by and between the County of Winnebago (“County”) on behalf of the Sheriff of Winnebago County (“Sheriff’s Office”) and the Illinois Department of Children and Family Services (“DCFS”) (individually, a “Party” and collectively, the “Parties”), pursuant to authority granted by the Illinois Constitution of 1970, Article VII, Section 10 and the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*

I. RECITALS

WHEREAS, DCFS has the primary responsibility of protecting children through the investigation of suspected abuse or neglect by parents and other caregivers in a position of trust or authority over the child; and

WHEREAS, the Child Protection Division (CPD) is a specialized component within DCFS tasked with the crucial role of investigations into the alleged abuse or neglect of a child; and

WHEREAS, DCFS Child Protection Specialists (CPS) are required to implement the duties and responsibilities of CPD by assessing immediate safety of children and initiating appropriate levels of protection needed, observing family situations relating to allegations of abuse and neglect, interviewing alleged victims and perpetrators, and placing children in protective custody if necessary; and

WHEREAS, the Sheriff’s Office is in a unique position to help support CPS as they perform their duties related to home visits, safety assessments, safety and wellbeing checks, taking youth into protective custody, and other responsibilities that require visiting a client’s home; and

WHEREAS, DCFS desires to collaborate with the Sheriff’s Office to enhance safety protocols and measures for CPS when they conduct required home visits, safety assessments, safety and well-being checks, taking youth into protective custody, and other responsibilities which requires visiting a client’s home; and

WHEREAS, a strong collaboration between DCFS and the Sheriff’s Office to enhance safety protocols and measures will help support CPS in performing their job duties and responsibilities; and

WHEREAS, DCFS and the Sheriff’s Office have created a specialized unit in which a Deputy Sheriff will accompany and assist CPS during home visits, safety assessments, safety and well-being checks, taking youth into protective custody, and other responsibilities which requires CPS to visit a client’s home.

NOW, THEREFORE, in consideration of the promises, covenants, terms, and conditions set forth in this IGA, the Parties agree as follows:

II. INCORPORATION OF RECITALS

The recitals set forth above are incorporated herein as though fully set forth.

III. ROLES AND RESPONSIBILITIES

A. DCFS Responsibilities

- i. CPS will identify, with direction from the Child Protection Specialist Supervisor, Area Administrator, or Regional Administrator, instances in which a Deputy Sheriff is needed to accompany and assist CPS to a home visit, safety assessment, safety and well-being check, taking youth into protective custody, or other responsibilities, which requires CPS to visit a client's home.
- ii. CPS will make reasonable efforts to identify and assess any known safety risks prior to conducting any home visit, safety assessment, safety and well-being check, taking youth into protective custody, or other responsibilities which requires CPS to visit to a client's home.
- iii. CPS will fully brief the assigned Deputy Sheriff on all pertinent and non-confidential information, including any identified risks associated with the home visit, safety assessment, safety and well-being check, or other responsibilities which requires CPS to visit a client's home. CPS will share confidential information to the extent necessary to protect the safety of CPS or the Deputy Sheriff and such information will be subject to the requirements of Section VIII.B.
- iv. As directed by the Deputy Sheriff, CPS will adhere to any safety measures identified by the Deputy Sheriff in response to the known risks associated with the home visit, safety assessment, safety and well-being check, or other responsibilities which requires CPS to visit a client's home.
- v. DCFS will provide a dedicated office space, furnished with a desk and office furniture, including a secured cabinet, in the local DCFS field office for the assigned Deputy Sheriff. The field office location is as follows: 200 S Wyman, Rockford, IL.
- vi. If the Deputy Sheriff is dissatisfied with the performance of DCFS pursuant to this IGA, DCFS and the Sheriff's Office shall try to find a mutually agreeable solution. If the Parties are unable to find a mutually agreeable solution, the Sheriff's Office may terminate this IGA pursuant to Section IV.

B. Sheriff's Office's Responsibilities

- i. Provided DCFS performs under Section V, the Sheriff's Office shall make all reasonable efforts to assign one (1) Deputy Sheriff and one (1) squad car to CPD located in Winnebago County ("County CPD") to accompany and assist CPS as needed.

- ii. Contingent on operational capacity, as determined in Sheriff's Office sole discretion, the Deputy Sheriff shall be dedicated five (5) days a week from 8 a.m. to 5 p.m. to County CPD.
 - iii. In the event that the assigned Deputy Sheriff takes benefit time or leave, Sheriff's Office shall make all reasonable efforts to assign an appropriate individual for coverage purposes and to assume the duties and responsibilities of the assigned Deputy Sheriff.
 - iv. As permitted by other duties, as determined in Sheriff's Office sole discretion, the assigned Deputy Sheriff shall assist County CPD in executing child protection warrants issued by the Circuit Court of Winnebago County to help locate and return missing youth in care to DCFS.
 - v. The Sheriff's Office shall provide a vehicle, fuel, a computer, and routine supplies for the assigned Deputy Sheriff as deemed necessary by the Sheriff's Office, subject to reimbursement as set forth in Section V.B.
 - vi. The Deputy Sheriff detailed to County CPD is and shall remain an employee of the Sheriff's Office and shall be supervised through and directed by the chain-of-command of the Sheriff's Office. All activities of the assigned Deputy Sheriff shall be undertaken as an employee of the Sheriff's Office pursuant to all applicable laws and Sheriff's Office rules, regulations, policies and procedures.
 - vii. The Sheriff's Office personnel assigned to County CPD shall report, document, and record their activities, including the number of home visits with which the Deputy Sheriff provided assistance to County CPD, according to the Sheriff's Offices General Orders, rules, and regulations. All reports and records generated by the Deputy Sheriff shall be maintained by the Sheriff's Office and shall be provided to DCFS on a monthly basis or more frequently as requested.
 - viii. The assigned Deputy Sheriff shall fully brief CPS on all pertinent and non-confidential information known or available to the Sheriff's Office, including any identified risks associated with the home evaluation, home visit, or other responsibilities requiring CPS to visit a client's home.
 - ix. In the event DCFS believes that the assigned Deputy Sheriff is not effectively performing his or her duties and responsibilities, DCFS shall notify the Sheriff's Office. A meeting shall be conducted with the assigned Deputy Sheriff in order to informally mediate or resolve any problems. If the continued assignment of the Deputy Sheriff is unacceptable to DCFS following the meeting, a different Deputy Sheriff shall be assigned by the Sheriff.
 - x. The Sheriff, at his/her sole discretion, may dismiss, reassign or transfer the assigned Deputy Sheriff 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.
- C. Nothing in this IGA shall be interpreted to supersede any of the respective policies, general orders, protocols, or collective bargaining agreements of DCFS, County, or the Sheriff's Office.

IV. TERM AND TERMINATION

The Term of this IGA shall begin on January 1, 2024, and shall continue for two (2) years, through and until December 31, 2026. Any Party may terminate this IGA at any time and for any reason upon thirty (30) days' written notice.

V. REIMBURSEMENT

- A. DCFS agrees to reimburse the Sheriff's Office at the rate of \$173,171.00 in year one and \$158,142.00 in year two in exchange for the Sheriff's Office assignment of one (1) Deputy Sheriff to County CPD pursuant to this IGA. Said payment shall be used by the Sheriff's Office to pay the salary and benefits of such Sheriff's Deputy.
- B. DCFS agrees to reimburse the Sheriff's Office for the operating costs of one vehicle as detailed in the attached budget, which includes, but is not limited to, fuel, oil changes, licensing, washing and all other reasonable and necessary maintenance and repairs.
- C. In the event that the assigned Deputy Sheriff has taken benefit time or leave and overtime is necessary to hire back another Deputy Sheriff for coverage purposes, DCFS agrees to reimburse the Sheriff's Office at the rate of \$ \$71.4341 an hour not to exceed \$3,550.78 hours for calendar year 2023 and \$73.9343 an hour not to exceed \$3,675.00 hours for calendar year 2024 for such overtime costs.
- D. DCFS agrees to reimburse the Sheriff's Office for other reasonable costs identified pursuant to this IGA.
- E. The Sheriff's Office shall send an invoice to DCFS for costs incurred in accordance with Section V.A, V.B, and V.C. Invoices shall be prorated and issued on a monthly basis on the 15th of each month.
- F. DCFS shall process payment to the Sheriff's Office within ninety (90) days of receipt of invoice, payable to the Winnebago County Sheriff's Office, 650 W. State Street, Rockford, IL 61102.

VI. DISPUTE RESOLUTION

In the event of a dispute between DCFS and the Sheriff's Office concerning this IGA, each Party shall designate a representative who shall meet to resolve the dispute. If the designated representatives fail to resolve the dispute, then the Winnebago County [representative on behalf of the County needed] and DCFS's General Counsel shall be responsible for promptly resolving the dispute in good faith and in a cooperative manner. If the Parties are unable to resolve the dispute, either Party may terminate this IGA in accordance with Section IV.

VII. NOTICE

Unless otherwise specified, any notice, demand, or request required hereunder shall be given in writing at the addresses set forth below, by any of the following means: (a) personal service during regular business hours; (b) facsimile transmission during regular business hours; (c) overnight courier; or (d) first class mail properly addressed with postage prepaid and deposited in the U.S. mail. Any notice, demand, or request served personally or by facsimile transmission as aforesaid

shall be effective upon receipt. Any notice, demand, or request served by overnight courier shall be deemed received on the business day immediately following deposit with the overnight courier. Any notice, demand, or request served by U.S. mail shall be deemed received two (2) business days following deposit in the mail. Notices shall be served at the following addresses or at such other place as the Parties may from time to time designate in writing by notice given hereunder.

To the Winnebago County Sheriff's Office: WCSO
Attn: Sheriff Gary Caruana
650 W. State St.
Rockford, IL 61102

To DCFS: DCFS
Attn: Director's Office
60 East Van Buren
Suite 1339
Chicago, IL 60605

VIII. MISCELLANEOUS

- A. The Parties shall at all times observe and comply with all applicable federal, state, and local laws, statutes, ordinances, rules, regulations, codes, and executive orders, now existing or hereinafter in effect, which may in any manner affect the performance of this IGA.
- B. When confidential information is exchanged, the following rules shall apply: (i) the confidential nature of the information shall be preserved; (ii) the information furnished shall be used only for the purposes for which it was made available; (iii) assurance must be given that the proper steps shall be taken to safeguard the information; and (iv) access to such information shall be limited to personnel who require the information to perform their duties or for whom access is permitted by statute or regulation.
- C. This IGA is contingent upon and subject to the availability of sufficient funds. DCFS may terminate or suspend this IGA in whole or in part, without penalty or further payment being required, if (i) sufficient State funds have not been appropriated to DCFS; (ii) the Governor or DCFS reserves appropriated funds; or (iii) the Governor or DCFS determines that appropriated funds may not be available for payment. DCFS shall provide notice, in writing, to the Sheriff's Office of any such funding failure and its election to terminate or suspend this IGA as soon as practicable. Any suspension or termination pursuant to this Section shall be effective upon the Sheriff's Office's receipt of notice. Payment shall be due to the Sheriff's Office in accordance with the provisions of Section V up to the date of termination.
- D. This IGA may be executed in any number of counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute a single, integrated instrument.
- E. This IGA shall be governed by and construed in accordance with the laws of the State of Illinois, without regard to conflict of law principles. Each Party agrees to the original jurisdiction of those courts located within the County of Winnebago, State of Illinois, with regard to any controversy arising out of, relating to, or in any way concerning the execution or performance of this IGA.

- F. This IGA constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes any prior agreements, negotiations, and discussions. This IGA may not be modified or amended in any manner without the prior written consent of the Parties. No term of this IGA may be waived or discharged orally or by any course of dealing, but only by an instrument in writing signed by the Parties.
- G. If any term of this IGA or any application thereof is held invalid or unenforceable, the remainder of this IGA shall be construed as if such invalid part were never included herein and this IGA shall be and remain valid and enforceable to the fullest extent permitted by law.
- H. This IGA shall not be legally binding if entered into in violation of the provisions of the Public Officer Prohibited Activities Act, 50 ILCS 105/0.01 *et seq.*
- I. County shall be responsible for the acts of its agents, officers, or employees in the performance of this IGA.
- J. DCFS shall be responsible for the acts of its agents, officers, or employees in the performance of this IGA.
- K. The County and/or Sheriff agrees to defend, indemnify, and hold DCFS harmless from any claims, suits or causes of action arising from the performance of the duties of the assigned Deputy Sheriff or employment claims brought by the assigned Deputy Sheriff, 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.
- L. This IGA shall not be construed as seeking to either enlarge or diminish any obligation or duty owed by one Party with respect to third Parties or to increase the liability of any Party beyond that which is imposed by law.
- M. This IGA may be renewed for additional periods by mutual consent of the Parties, expressed in writing and signed by the Parties.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Parties have caused their duly authorized representatives to execute this Intergovernmental Agreement on the dates set forth below.

ILLINOIS DEPARTMENT OF CHILDREN AND FAMILY SERVICES EXECUTION: The undersigned, on behalf of the Illinois Department of Children and Family Services, hereby accepts the foregoing Intergovernmental Agreement:

_____ Dated: _____
Marc D. Smith
Director
Illinois Department of Children and Family Services

WINNEBAGO COUNTY EXECUTION: The undersigned, on behalf of the County of Winnebago, Illinois, a body politic and corporate of the State of Illinois, hereby accepts the foregoing Intergovernmental Agreement:

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

ACKNOWLEDGED:

Gary Caruana
Winnebago County Sheriff

Winnebago County Sheriff Costs

	YEAR 1	YEAR 2
Current Hourly Rate	\$42.27	\$43.75
Base Salary	\$92,573.93	\$95,814.03
Over-Time	\$3,550.78	\$3,675.06
TOTAL SALARY	\$96,124.71	\$99,489.09
F.I.C.A. -- 6.2%	\$5,959.73	\$6,168.32
Medicare - 1.45%	\$1,393.81	\$1,442.59
I.M.R.F. 5.01%	\$4,815.85	\$4,984.40
Unemployment Insurance -- .003%	\$2.88	\$2.98
Worker's Comp (\$3.54/\$100)	\$3,402.81	\$3,521.91
Health Insurance	\$22,021.20	\$22,021.20
Retiree Insurance	\$1,040.00	\$1,040.00
Life Insurance	\$30.00	\$30.00
TOTAL BENEFITS	\$38,666.28	\$39,211.40
TOTAL SALARY/BENEFIT	\$134,790.99	\$138,700.49
Other Costs		
NITAB Training - Annual	\$85.00	\$85.00
Clothing Allowance	\$950.00	\$950.00
Cell Phone	\$540.00	\$540.00
Axon Annual Cost	\$427.43	\$427.43
Radio Airtime Annual Cost (Mobil and Portable)	\$700.00	\$1,000.00
Basic Training	\$6,020.00	\$0.00
Gun/Vest/Badges	\$2,000.00	\$0.00
Medical Exam	\$600.00	\$0.00
Taser/Body Cam	\$2,118.00	\$0.00
Radios(Portable)	\$8,500.00	\$0.00
Total	\$21,940.43	\$3,002.43
Payroll+Other Costs	\$156,731.42	\$141,702.92
Vehicle and Equipment	\$62,000.00	\$0.00
Squad Cam	\$2,572.91	\$1,182.00
	\$64,572.91	\$1,182.00
Vehicle Cost per Year (5 year amortization)	\$16,439.00	\$16,439.00
Total Annual Budget for Winnebago	\$173,171.00	\$158,142.00



Resolution Executive Summary

Prepared By: Marlana Dokken
Committee: Public Safety and Judiciary Committee
Committee Date: December 20, 2023
Resolution Title: Resolution Authorizing Independent Contractor Agreement for Services with Tommy Meeks as a Winnebago County Community Liaison
County Code: Not Applicable
Board Meeting Date: January 11, 2024

Budget Information:

Was item budgeted? Yes	Amount: \$ 12,000.00
If not, explain funding source: n/a	
ORG/OBJ/Project Code: n/a, multiple	Budget Impact: n/a

Background Information: The County proposes to provide funding to support preventative and rehabilitative services at the Winnebago County Resource Intervention Center (RIC). Tommy Meeks will offer mentoring and job counseling to individuals involved in the justice system in Winnebago County.

Recommendation: I recommend approval of the following service agreement:

- 1) Agreement with Tommy Meeks for Mentoring services @ RIC \$ 12,000

Contract/Agreement: County will execute agreement with Tommy Meeks (Resolution Exhibit A) which contains a 30-day out clause.

Legal Review: Legal review of agreements was completed.

Follow-Up: Chairman’s Office of Criminal Justice Initiatives will proceed with execution of agreements.

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

Sponsored by: Brad Lindmark, Committee Chairman

Submitted by: Public Safety & Judiciary Committee

2024 CR

**RESOLUTION AUTHORIZING INDEPENDENT CONTRACTOR AGREEMENT FOR SERVICES WITH
TOMMY MEEKS AS A WINNEBAGO COUNTY COMMUNITY LIAISON**

WHEREAS, the Winnebago County Board is the statutory governing body of Winnebago County, Illinois, a body politic and corporate (County); and

WHEREAS, the County has determined it is beneficial to the community to provide mentoring and job counseling to individuals involved in the justice system in Winnebago County; and

WHEREAS, the County desires to have Tommy Meeks continue to provide these services and act as a liaison between the County and various groups within the community on related matters for fiscal year 2024; and

WHEREAS, Tommy Meeks agrees to provide these services for the County under the terms and conditions as set forth in the Agreement attached hereto as Exhibit A; and

WHEREAS, the Public Safety and Judiciary Committee of the County Board for the County of Winnebago, Illinois, has reviewed the proposed terms of the Agreement attached hereto as Resolution Exhibit A, and recommends executing the agreement under the terms set forth in the Agreement.

NOW, THEREFORE, BE IT RESOLVED, by the County Board of the County of Winnebago, Illinois, that the Winnebago County Board Chairman is authorized to execute the independent contractor agreement between the County of Winnebago, Illinois and Tommy Meeks, in substantially the same form as contained in Resolution Exhibit A.

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 Chairman's Office of Criminal Justice Initiatives, 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 _____ 2024.

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



INDEPENDENT CONTRACTOR AGREEMENT
FOR SERVICES AS WINNEBAGO COUNTY COMMUNITY LIAISON

This Independent Contractor Agreement (“Agreement”) is made this 1st day of October, 2023, between the **County of Winnebago, Illinois**, a unit of local government (hereinafter referred to as “**County**”), whose principal address is 404 Elm Street, Rockford, Illinois, 61101, and **Tommy Meeks**, whose principal address is 438 Gershwin Lane, Machesney Park, Illinois, 61115, (hereinafter referred to as “**Contractor**”). County and Contractor may be referred to herein individually as a “Party” and collectively as the “Parties.”

RECITALS

WHEREAS, the County has determined it is beneficial to the community to provide mentoring and job counseling to individuals involved in the justice system in Winnebago County, Illinois; and

WHEREAS, the County desires to have Contractor provide these services and act as a liaison between the County and various groups within the community on related matters; and

WHEREAS, the County desires Contractor to provide services described in Section One and reporting of accurate and timely data defined in Exhibit A; and

WHEREAS, Contractor agrees to provide these services for the County under the terms and conditions as set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual promises set forth herein, the sufficiency of which both Parties hereby acknowledge, it is agreed by and between the County and Contractor as follows:

SECTION ONE

DESCRIPTION OF WORK

Utilizing a curriculum as approved by the RIC staff, the services to be performed by the Contractor under this Agreement shall be the following:

1. Facilitating four (4), 13-week Wake Up groups for individuals engaged in the justice system in Winnebago County at the request of the Probation Department; and
2. Assisting individuals with locating and pursuing employment opportunities; and
3. Representing Winnebago County on various committees and at local functions as requested by the County Administrator.



SECTION TWO

PAYMENT

The County shall pay Contractor on a monthly basis for the work to be performed under this Agreement as follows: \$1,000.00 per month for eight (8) to ten (10) hours per week. Contractor shall provide the County with a monthly invoice listing all dates and hours worked. Contractor's invoice shall be paid according to the Illinois Local Government Prompt Payment Act (50 ILCS 505/1 *et. seq.*). The County will not reimburse for mileage or expenses.

SECTION THREE

RELATIONSHIP OF PARTIES

It is understood and agreed between the Parties that this Agreement is not intended to nor does it create an employment contract between the County, on the one hand, and the Contractor and any of Contractor's employees, on the other hand, nor does it create a joint relationship or partnership between the Parties hereto. Neither Contractor nor any of Contractor's employees are entitled to benefits that the County provides for County employees. Contractor's relationship to the County is solely and exclusively that of an independent contractor. County may, during the term of this Agreement, engage other independent contractors or employees to perform the same work that Contractor performs hereunder.

SECTION FOUR

TAX AND UNEMPLOYMENT INSURANCE LIABILITY

Any payments to Contractor under this Agreement are subject to any and all applicable withholdings. To the extent permitted by Illinois law, Contractor covenants to save the County harmless from any and all liability for withholding state or federal income tax, unemployment compensation contributions and any other employer's tax liability now or subsequently imposed on County based upon payments made by County to Contractor.

SECTION FIVE

INDEMNIFICATION

The Parties agree to indemnify each other and their officers, directors, employees and agents, from and against all claims, liabilities, losses, damages, judgments, penalties, and fines, including reasonable attorney's fees and costs, arising out of or relating to, directly or indirectly: 1) any negligent or intentional act or omission of the indemnifying Party associated with its performance under this Agreement, or 2) the indemnifying Party's failure to perform any of its obligations under this Agreement.



SECTION SIX

DURATION

The term of this Agreement shall be from October 1, 2023 to September 30, 2024. Either Party may cancel this Agreement for any reason upon thirty (30) days written notice to the other Party. This Agreement will not be automatically renewed.

SECTION SEVEN

CONSULTATION AND REPORTING

Each PARTY to this Agreement has the duty to consult and cooperate with the other in the performance, development of programming, and the curriculum utilized. The PARTIES agree to hold meetings as needed to review the services provided to the 17th Judicial Circuit Court's Resource Intervention Center Program (RIC).

CONTRACTOR agrees to provide relevant data by submitting performance metrics as well as narrative on a quarterly basis as outlined in Exhibit A. CONTRACTOR agrees to comply with all reporting, data collection, as prescribed by the 17th Judicial Circuit Court and COUNTY following the deadlines identified below.

REPORTING SCHEDULE		
Reporting Period	Date Required	Due Date
October - December	Performance Measures, Fiscal Reports	January 10th
January - March	Performance Measures, Fiscal Reports	April 10th
April - June	Performance Measures, Fiscal Reports	July 10th
July - September	Performance Measures, Fiscal Reports	October 10th

Note: If a due date falls on a weekend, report is due on the preceding Friday

SECTION EIGHT

WAIVER

The failure of either Party hereto at any time or times to enforce any provision of this Agreement shall in no way be construed to be a waiver of such provisions or to affect the validity of this Agreement or any part hereof, or the right of either Party thereafter to enforce each and every provision in accordance with the terms of this Agreement.



SECTION NINE

VALIDITY AND INTERPRETATION

If any term, provision or condition contained in this Agreement is held to be invalid or unenforceable, to any extent, the remainder of this Agreement (or the application of the term, provision or condition to persons or circumstances other than those in respect of which it is invalid or unenforceable) shall not be affected thereby, and each and every other term, provision and condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law. The validity and interpretation of this contract shall be governed by and construed and enforced 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.

SECTION TEN

NOTICES

All notices regarding this agreement shall be delivered to the other Party at the address set forth above or at such other address as may be designated by a Party in writing.

Signature Page Follows



IN WITNESS WHEREOF, the Parties have executed this contract on the day and year first above written.

County of Winnebago, Illinois
a unit of local government

Contractor

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

Tommy Meeks

ATTEST:

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



EXHIBIT A

GOALS/PERFORMANCE MEASURES/STANDARDS

Instructions: Complete the blanks in table below using projected objectives for the funded year. Your data report will reflect these numbers. Please note that any change to objectives will need to be approved by Winnebago County Administration. *Must include number served for each service.*

<u>Objectives/Standards</u>	<u>Performance Measures</u>	<u>Projected</u>
Accept referrals for Wake Up Group to change thinking patterns	# of referrals to group	40
Increased understanding of history and race relations.	# (13-week) groups held	4
Increased engagement	# completing 13-week program	20
Increase job opportunities through employer relationships	# of new partnering companies	4
Increase job opportunities through community partnerships	# of Job Fairs / community events attended	4
Accept Employment-Only Referrals	# Employment-Only Referrals Received	12
Increase New Jobs Obtained Through Employment-Only Referrals	# New Employment-Only Jobs Obtained	10



WINNEBAGO COUNTY

— ILLINOIS —

Public Safety Sales Tax Alternative Funding Budget Detail Worksheet and Narrative

A. Personnel / Salary– List each position by title and name of employee, if available. Show the annual salary rate and the percentage of time to be devoted to the project. Compensation paid for employees engaged in grant activities must be consistent with that paid for similar work within the applicant organization.

Name/Position	Computation	Cost
	TOTAL SALARY	

SALARY NARRATIVE:

Budget Category	Amount
A. Personnel	
B. Fringe Benefits	
C. Travel	
D. Supplies	
E. Other Costs	
TOTAL PROJECT COSTS	



Resolution Executive Summary

Prepared By: Marlana Dokken
Committee: Public Safety and Judiciary Committee
Committee Date: December 20, 2023
Resolution Title: Resolution Authorizing Agreement Between the County of Winnebago, Illinois, the 17th Judicial Circuit Court and Remedies Renewing Lives, Inc.
County Code: Not Applicable
Board Meeting Date: January 11, 2024

Budget Information:

Was item budgeted? Yes	Amount: \$ 212,349.00
If not, explain funding source: n/a	
ORG/OBJ/Project Code: n/a	Budget Impact: n/a

Background Information: The County and 17th Judicial Circuit Court proposes to provide funding to support preventative and rehabilitative services at the Winnebago County Resource Intervention Center (RIC). REMEDIES will provide licensed substance use disorder treatment and partner abuse intervention programming services in the RIC. Substance abuse: Services are delivered by individual appointment and/or on-going group counseling and include case management and community intervention, urinalysis, relapse prevention along with linkage to Medication Assisted Treatment (MAT). Partner Abuse Intervention Programming (PAIP): participants are ordered by the 17th Judicial Circuit Court as part of their sentencing for domestic violence related crimes. After intake/assessment, program participants must attend at least 26 weeks of group programming and actively participate and acknowledge abusive behavior against their intimate partner.

Recommendation: I recommend approval of the following annual service agreement:

Agreement with Remedies for Substance Abuse and Partner Abuse Intervention @ RIC \$212,349

Contract/Agreement: County will execute agreement with REMEDIES agreement (Resolution Exhibit A) which contains a 30-day out clause.

Legal Review: Legal review of agreement was completed.

Follow-Up: Chairman's Office of Criminal Justice Initiatives will proceed with execution of agreements.

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

Sponsored by: Brad Lindmark, Committee Chairman

Submitted by: Public Safety & Judiciary Committee

2024 CR

**RESOLUTION AUTHORIZING AGREEMENT BETWEEN THE COUNTY OF WINNEBAGO, ILLINOIS,
THE 17TH JUDICIAL CIRCUIT COURT AND REMEDIES RENEWING LIVES, INC.**

WHEREAS, the County of Winnebago, Illinois (County) and the 17th Judicial Circuit Court wish to continue to engage the services of Remedies Renewing Lives, Inc. (Remedies) to provide substance use disorder treatment services for the Resource Intervention Center Program (RIC); and

WHEREAS, Remedies wishes to continue to provide such services for the County and the 17th Judicial Circuit Court; and

WHEREAS, the County, the 17th Judicial Circuit Court and Remedies have negotiated an agreement for services for fiscal year 2024, as set forth in the Agreement attached as Exhibit A; and

WHEREAS, the Public Safety and Judiciary Committee of the County Board for the County of Winnebago, Illinois, has reviewed the proposed terms of the Agreement attached hereto as Resolution Exhibit A, and recommends executing the agreement under the terms set forth in the Agreement.

NOW, THEREFORE, BE IT RESOLVED, by the County Board of the County of Winnebago, Illinois, that the Winnebago County Board Chairman is authorized to execute the Agreement between the County of Winnebago, Illinois, the 17th Judicial Circuit Court and Remedies Renewing Lives, Inc., in substantially the same form as contained in Resolution Exhibit A.

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 Chairman's Office of Criminal Justice Initiatives, Director of Purchasing, Finance Director, County Board Office County Auditor, Chief Judge of the 17th Judicial Circuit Court and the Executive Director of Remedies.

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 _____ 2024.

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



**AGREEMENT
BETWEEN COUNTY OF WINNEBAGO, ILLINOIS, THE 17th JUDICIAL CIRCUIT COURT, AND
REMEDIES RENEWING LIVES, INC.**

The Parties to this Agreement are County of Winnebago, Illinois (hereinafter "COUNTY"), the 17th Judicial Circuit Court (hereinafter "COURT") and Remedies Renewing Lives, Inc., an Illinois not-for-profit corporation (hereinafter "REMEDIES"). COUNTY, COURT and REMEDIES may be referred to herein individually as a "Party" and collectively as the "Parties".

WHEREAS, the COURT and COUNTY recognized the need for professional assistance in providing quality, licensed substance use disorder treatment, partner abuse intervention programming services, and other related services for criminal court cases involving defendants/clients in need of such services; and

WHEREAS, REMEDIES is a professional, licensed organization that provides substance use disorder treatment services to chemically dependent persons and is a state of Illinois Partner Abuse Intervention Program (PAIP) Protocol approved site to provide PAIP services; and

WHEREAS, the Parties believe that this Agreement will be beneficial to the Court system, the community and the defendants/clients.

NOW, THEREFORE, the Parties agree as follows:

I. General Terms

A. Term of Agreement

REMEDIES shall provide services to the COURT and COUNTY pursuant to this Agreement for a term commencing on October 1, 2023 and ending on September 30, 2024.

B. Termination Upon Notice

COURT may terminate this Agreement without notice, for cause or no cause, by giving written notice to REMEDIES. REMEDIES may terminate this Agreement at will by giving thirty (30) days written notice to COURT and COUNTY. COUNTY may terminate this Agreement at will by giving thirty (30) days written notice to REMEDIES and COURT.

C. Confidentiality

Each PARTY agrees to comply with all State and Federal laws, rules and regulations regarding the confidentiality of defendants/clients identifying information. Should a victim of domestic violence be identified through PAIP services, each PARTY agrees to comply with all State and Federal laws, rules and regulations regarding the confidentiality of victim/client identification including but not limited to the Illinois Domestic Violence Act (IDVA) and the United States Family Violence Prevention and Services, Violence Against Women and Victims of Crime Acts (FVPSA, VAWA and VOCA).

D. Warrant of Authority

Each PARTY warrants to the other that each has full authority to enter into this Agreement and to perform under its terms.

E. Indemnification

REMEDIES agrees to save and keep the COURT and COUNTY free and harmless from all liability including but not limited to losses, damage, costs, attorney fees, expenses, causes of action, claims or judgments resulting from claimed injury, death, damage to property or loss of use of property of any person or legal entity arising out of or in any way connected with the performance of work or work to be performed under this agreement. REMEDIES shall indemnify the COURT and COUNTY for any costs, expenses, judgments, and attorney fees paid or incurred, by or on behalf of the COURT or COUNTY, their respective officials, agents or employees or paid for on behalf of the COURT or COUNTY, their respective officials, agents or employees.

REMEDIES shall further save and hold harmless the COURT and COUNTY, their officials, agents and employees from liability or claims for any injuries to or death of REMEDIES' Employees, arising out of or in any way connected with the work or work to be performed under this Agreement, including protection against any claim by REMEDIES for any payments under any workers compensation law or any expenses for any payments made by any workers compensation carrier on behalf REMEDIES, and REMEDIES shall indemnify the COURT and COUNTY for any costs, expenses, judgments and attorney fees with respect to the above referenced worker compensation claims incurred or paid by the COURT or COUNTY or paid on their behalf or on behalf of their respective officers, agents or employees.

F. Consultation and Reporting

Each PARTY to this Agreement has the duty to consult and cooperate with the other in the performance, development of programming, and the curriculum utilized. The PARTIES agree to name persons to represent each in discussions and to hold regular monthly meetings to review the services provided to the COURT's Resource Intervention Center Program (RIC).

REMEDIES agrees to provide relevant data by submitting performance metrics as well as narrative on a quarterly basis as outlined in Exhibits A and B. REMEDIES agrees to comply with all reporting, data collection and evaluation requirements, as prescribed by the COURT and COUNTY following the deadlines identified below.

REPORTING SCHEDULE		
Reporting Period	Date Required	Due Date
January - March	Performance Measures, Fiscal Reports	April 10th
April - June	Performance Measures, Fiscal Reports	July 10th
July - September	Performance Measures, Fiscal Reports	October 10th
October - December	Performance Measures, Fiscal Reports	January 10th

Note: If a due date falls on a weekend, report is due on the preceding Friday

II. Scope of Services

Pursuant to this agreement REMEDIES agrees to provide evidence-based assessment and treatment services for defendants/clients engaged in COURT's RIC, as appropriate for client service needs pertaining to substance use disorders and domestic violence partner abuse intervention programming. REMEDIES agrees to coordinate with the COURT regarding any programmatic changes. The services to be performed by REMEDIES under this Agreement shall include the following and that of Exhibits A and B.

A. Intake Process and Assessments

REMEDIES agrees to complete a substance use disorder treatment services intake and assessment which includes but is not limited to diagnostic criteria and impression, past and current mental health concerns as well as physical health, nutrition and gambling disorder screenings.

As part of the intake process for any domestic violence PAIP referral, REMEDIES will incorporate the Ontario Domestic Assault Risk Assessment (ODARA), a validated intimate partner risk assessment that is in addition to the intake and assessment described in the Illinois PAIP Protocol and standards of the state of Illinois Administrative Rules-Administrative Code Title 89: Social Services; Chapter IV: Department of Human Services; Subchapter a: General Program Provision; Part 501: Partner Abuse Intervention; Section 501.90: Educational Component (b) outlined at:

<http://www.ilga.gov/commission/jcar/admincode/089/089005010B00900R.html>.

Substance use disorder staff complete a thorough intake with each individual that addresses each component of the American Society of Addiction (ASAM) Patient Placement Criteria. REMEDIES also utilizes the evidence-based Matrix Model of Outpatient Alcohol and Drug Program (Matrix Model).

Upon assessment for both substance use disorder treatment and PAIP services, completion of the results will be scanned and attached to the file in the FCE case management system within seventy-two (72) hours.

B. Treatment - Substance Abuse

REMEDIES agrees to administer and staff a program of substance use disorder treatment services for defendants/clients referred by the COURT. The program of substance use disorder treatment services will include outpatient services consisting of six (6) sessions per week for three (3) hours each with morning and afternoon sessions for up to six (6) months or as clinically justified utilizing the ASAM Patient Placement Criteria. Individual counseling sessions will be provided as part of outpatient substance use disorder treatment services.

C. PAIP - Domestic Violence

REMEDIES agrees to provide up to three (3) PAIP groups per week. PAIP services will be facilitated to participants for a minimum of twenty-six (26) weeks, meeting once per week for two (2) hour sessions. The following schedule shall initially apply. The same may be modified from time to time with reasonable notice provided.

Tuesdays	9:00 am-11:00 am
Thursdays	1:15 pm-3:15 pm
Fridays	2:00 pm-4:00 pm

The number of participants in each group will not exceed fifteen (15) persons. The PAIP will incorporate an education based curriculum within PAIP services that adheres to the standards of the Illinois PAIP Protocol and Administrative Code cited in Section II (A). REMEDIES will utilize the Change Curriculum for Men, a cognitive behavior curriculum that is allowable for Illinois Department of Human Services approved PAIP providers.

D. General Staffing

REMEDIES agrees to provide personnel for court appearances, client staffing, and consulting with case managers and/or probations officers relative to defendants/clients referred as a result of this Agreement, if requested.

REMEDIES employs one (1) FTE PAIP Coordinator and a PAIP Co-facilitator (.15 FTE) for each group. Two (2) substance use disorder treatment counselors are co-located at the RIC will be available during the hours of RIC operation.

REMEDIES agrees to perform all services in the manner of an Illinois licensed substance use disorder treatment agency. REMEDIES will provide experienced professional staff with the training required by the Illinois Department of Human Service (IDHS), Division of Substance Use Prevention & Recovery (SUPR).

REMEDIES will provide experienced professional staff with the training required by the Illinois Department of Human Services (IDHS), Division of Family & Community Services-Domestic and Sexual Violence Prevention to facilitate the PAIP. REMEDIES agrees to follow the guidelines of the state of Illinois PAIP Protocol which dictates that direct service PAIP staff and supervisors must have completed the forty (40) hours domestic violence training outlined in the Illinois Domestic Violence Act (IDVA) and have completed an additional twenty (20) hours of training in abuser services. The twenty (20) hours should consist of formal training or conference attendance in abuser intervention and/or experience in facilitating partner abuse intervention groups.

All REMEDIES supplied staff and personnel will be employees or contractual employees of REMEDIES. REMEDIES supplied staff will have passed a background clearance conducted by COURT. All REMEDIES supplied staff are preferred to minimally have a bachelor's degree. The REMEDIES substance abuse staff must minimally hold a CADC. A bachelor's degree is required for the REMEDIES facilitator of the PAIP group. The REMEDIES PAIP co-facilitator is preferred to have a bachelor's degree.

III. Costs and Billing for Services

REMEDIES shall be compensated in the amount not to exceed \$17,695.73 per month for those services performed by pursuant to this Agreement. The total amount payable to REMEDIES for any and all services performed pursuant to this Agreement within a twelve (12) month period shall not exceed \$212,348.72.

REMEDIES will submit an invoice on a monthly basis. Invoices must detail services rendered and applicable rates as well as receipts. A budget agreed to by the COUNTY, COURT and REMEDIES detailing approved, allowable expenses and the cost structure of the same is hereby incorporated into this Agreement and is attached hereto as Exhibit C.

IV. Office Support and Payment for Services

COUNTY agrees to pay REMEDIES for services provided in accordance with the Illinois Local Government Prompt Payment Act (50 ILCS 505/1 *et. seq.*). Payments will be made on the basis of monthly invoices submitted by REMEDIES.

COUNTY agrees to provide REMEDIES with suitable space within the RIC, telephone and internet connectivity, and general technology support.

V. Amendments

Any amendments shall be by written instrument executed by the parties hereto, acting therein by their duly authorized representatives. The Winnebago County Board Chairman is authorized, on behalf of the County Board to execute the renewal, continuation or modification of this grant award, without further County Board action.

VI. Entire Agreement

This Agreement is the entire Agreement between the Parties and any prior discussions, oral representations and other understanding are merged herein and made a part of hereof including any addendums to the agreement. This Agreement shall replace and supersede any previously signed Agreement between the Parties relative to the specific services recited herein.

VII. Governing Law

The laws of the State of Illinois shall govern the performance and interpretation of this Agreement. 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.

Dated: _____, 2023

County of Winnebago, Illinois

By: _____

Joseph V. Chiarelli, in his capacity as
Chairman of the County Board of the
County of Winnebago, Illinois

Dated: _____, 2023

The 17th Judicial Circuit Court

By: _____

John Lowry, in his capacity as
Chief Judge of the 17th Judicial Circuit Court

Dated: _____, 2023

**Remedies Renewing Lives, Inc.
An Illinois not-for-profit corporation**

By: _____

Gary Halbach, in his capacity as President
and CEO

EXHIBIT A

SCOPE OF WORK - SUDS

I. ORGANIZATION BACKGROUND

a. Brief description of organization history and purpose

Remedies Renewing Lives (formerly PHASE/WAVE) has been in existence since 1955, incorporated in 1959, initially providing substance use disorder treatment services on an outpatient basis and in 1978 integrating domestic violence programming into the organization. In 1982, Remedies Renewing Lives began providing partner abuse intervention programming (PAIP) and in 2008 mental health services were added as another component of the agency. Remedies Renewing Lives mission is renewing lives of individuals affected by addiction, mental health issues, and domestic violence.

b. Describe history managing grants and/or other funding

Remedies Renewing Lives has a long history in grants management and has been a recipient to numerous grants and contracts related to substance use disorder services. For decades, Remedies Renewing Lives receives funding from the Illinois Department of Human Services (IDHS) Division of Substance Use Prevention and Recovery (SUPR) to provide services at our core location. The IDHS/SUPR contracts include Substance Abuse Block Grants known as Global and Global-DCFS, Opioid Maintenance Therapy (OMT) and Problem Gambling. Remedies Renewing Lives substance use disorder program is licensed in the State of Illinois, Medicaid certified, accepts most insurances and the program is Behavioral Healthcare Accredited from The Joint Commission. Although not supporting services held at the RIC, Remedies Renewing Lives is a recent grant recipient of funding from the Winnebago County Community Mental Health Board. Additionally, Remedies Renewing Lives has held contracts for many years with the U.S. Probation and Pre-Trial Offices, Illinois Department of Corrections Southwestern Illinois and Sheridan Correctional Centers and was a partner agency with a local Illinois Collaboration on Youth (ICOY) grant project.

Remedies Renewing Lives has been providing substance use disorder services at the RIC since 2008. These services have been generously funded by the 1% Safety Tax. The services are delivered by individual appointment and/or on-going group counseling and include case management and community intervention, urinalysis, relapse prevention along with linkage to our agency's Medication Assisted Treatment (MAT) whenever necessary.

c. If this program related to behavioral health, will you be applying to the Winnebago County Mental Health Board in 2024?

Yes

No

Not Applicable

II. SERVICE, PROGRAM, or PROJECT OVERVIEW

a. Provide summary of proposed service, program, project to be supported or delivered by requested funds. Include eligibility requirements, demographics served, and how it will lead to a reduction in violent crime.

As a state of Illinois licensed outpatient substance use disorder treatment provider, Remedies Renewing Lives offers comprehensive services that include individual and group counseling, case management, community intervention and recovery support. All substance use disorder services provided at the RIC are with persons who are justice-involved and referred by the 17th Judicial Circuit Court of Winnebago County, Illinois. Through the 1% Safety Tax, our agency employs two (2) FTE substance use disorder counselors at the RIC. In general, outpatient services consist of one (1) to three (3) sessions per week for three (3) hours each for up to six (6) months or as clinically justified utilizing the American Society of Addiction (ASAM) Patient Placement Criteria. The ASAM Patient Criteria, which will be addressed again later, has six (6) core components which include addressing a patient's history of using substances and their experiences with withdrawal; the patient's medical history and current physical health; a patient's current mental well-being and health; where a patient is at in terms of stopping substance use; a patient's history of on-going use and/or relapse and the consequences thereof; and the patient's current living situation and any challenges that relate to that setting and/or their recovery. It is not uncommon for persons who use or mis-use substances to have their own history of abuse stemming from child abuse, domestic violence, community violence and at times our community's historic response to those issues. Although not an excuse for harm to others, substance use is often a coping mechanism and the stigma surrounding it often compounds the difficulty in obtaining and maintaining recovery. Moreover, when a person living with a substance use disorder is not provided options, there is risk for long-term consequences for not only them but their children like incarceration and/or child-welfare involvement.

To that end, Remedies Renewing Lives utilizes the ASAM Patient Placement Criteria to address the association between substance use and crime. As indicated in the Illinois State Police Crime in Illinois 2020 Annual Uniform Crime Report, Winnebago County, Illinois had just over 600 drug related arrests in 2020 with over 1,200 drug related arrests in 2019 (p. 237). While only a snapshot into the dynamics of substance use and its impact upon our local community, the criminal justice system is an opportunity for intervention as justice involvement can be an indicator of increased risk of safety for those that use, their families and the community at-large. For instance, the National Institute on Drug Abuse (NIDA) has developed principles for treatment of justice-involved populations. The NIDA principles acknowledge that recovery of substance use requires effective treatment with continued care, treatment focusing on factors that are associated with criminal behavior and treatment for as long as needed to help establish behavioral change (JAMA, 2009, January 14; 301(2)). Therefore, intervention opportunities that occur during the stages of the criminal justice process should not be ignored. Opportunities for intervention include screening or referring for substance use disorder services at the time of arrest; utilizing diversion programs, drug court and/or community-based treatment as part of the prosecution process; during the sentencing phase with terms of incarceration or release conditions based on treatment; part of the jail or probation process through screening and substance use disorder treatment; and in the course of community re-entry either through probation or release (JAMA, 2009, January 14; 301(2)).

In terms of demographics, during the last complete fiscal year, 10/1/2021-09/30/22, patients/clients served by Remedies Renewing Lives identified as the following:

Black or African American: 93
Caucasian or White: 44
Hispanic: 8
Asian: 1

Males: 121
Females: 25

Number of assessments completed during the same time frame: 146

b. Describe current and projected project/program partnerships.

Remedies Renewing Lives has a long history of working in tandem with our local criminal justice system. Our agency routinely communicates with the 17th Judicial Circuit Court and the Winnebago County Resource Intervention Center to address needs and strategies to ensure we are adhering to the highest level of services. We also collaborate with area medical, social service and faith community providers as part of the on-going case management and community intervention services we provide with patients/clients receiving substance use disorder services through the RIC.

III. PROGRAM PROCESSES

a. Describe referral, intake and assessment process; include description of evidence-based practices used.

As indicated earlier all referrals to substance use disorder services to the Resource Intervention Center (RIC) are made through the 17th Judicial Circuit Court. Remedies Renewing Lives has two (2) substance use disorder treatment counselor's co-located at the RIC and are available during the hours of RIC operation. Substance use disorder staff complete a thorough intake with each individual that addresses each component of the ASAM Patient Placement Criteria. Our agency utilizes the evidence-based Matrix Model of Outpatient Alcohol and Drug Program (Matrix Model) by Obert, et al, and published by Hazelden, which concentrates on six (6) crucial areas: individual support, early recovery, relapse prevention, family education, social support and urine testing. The Matrix Model incorporates cognitive behavioral therapy, motivational enhancement, 12-step facilitation and group support and is a federally recognized model by the Center for Substance Abuse Treatment, National Institute on Drug Abuse, Office of National Drug Control Policy and is currently being reviewed by the National Registry of Effective Programs and Practices. As noted earlier, Remedies Renewing Lives is Behavioral Healthcare Accredited from The Joint Commission, who also supports our use of the Matrix Model.

b. Describe treatment, counseling, and case management. Be specific.

The substance use disorder treatment, counseling and case management provided by Remedies Renewing Lives is delivered by collaborative approach that addresses not only substance use but mental health, medical treatment and connection to social service programs as needed. The ASAM Patient Placement Criteria is designed to be all-inclusive in that it guides staff to work collaboratively with the patient/client throughout the treatment process, assists in determining goals, and supports efforts to identify intensity of treatment along with frequency of need. Since services are individualized, case management is based on treatment plans and reported needs. Examples include assistance with health, transportation, child care, medical benefits along with educational, dental and vocational challenges. Community intervention includes a focus on situational

crisis in addition to engagement or re-engagement with community resources like churches and schools. As all participants at the RIC are justice-involved, there is a strong emphasis in programming in how to reduce recidivism to not only protect the community at-large but increase the well-being and safety of the individual patient/client and their family. Lastly, although substance use is not the cause of using violence against an intimate partner, it does increase the danger for those being abused and has the potential of increasing the lethality risk of violence. Therefore, cross referrals between Remedies Renewing Lives substance use disorder and partner abuse intervention programming staff at the RIC are not uncommon and is encouraged by the agency.

Each counselor will facilitate substance use disorder treatment groups three (3) days a week, twice daily for three (3) hours each. Remedies Renewing Lives will select which days to provide the groups. Remedies staff offices are located on site at Adult Probation as 2 counselors assigned to this location maintain duties at Adult Probation site only. Groups will take place 8:45 AM – 11:45 AM and 1:15 PM – 4:15 PM.

c. Describe staff roles; include education, training, and licensure requirements.

Remedies Renewing Lives substance use disorder programming at the RIC is overseen by our Vice President of Clinical Services who is experienced in substance use disorder treatment. Our Vice President of Clinical Services holds a Master's in Human Services, Bachelor's in Criminal Justice and is a Certified Alcohol and Drug Counselor/Co-Occurring Substance Use and Mental Health Disorder Professional (CADC/CODP). Training of substance use disorder staff is on-going and has included topics related to under-served populations, recovery support, mental health needs, amongst many others.

Position Requirements are as follows:

Addictions Counselors

EDUCATION AND CERTIFICATION:

- Must either hold a Bachelor's Degree and working towards a Certified Alcohol and Drug Counselor (CADC) certification or have a CADC certification and working toward a bachelor's degree.

EXPERIENCE:

- One-year full time experience providing substance abuse treatment

In addition, Addiction Counselor's placement at the RIC is subject to passing a background clearance conducted by COURT.

d. Describe program oversight and accountability.

To assist with program oversight and accountability, Remedies Renewing Lives substance use disorder staff meet monthly with Winnebago County Resource Intervention Center staff of the RIC to help address emerging needs and patient/client support. Our Vice President of Clinical Services has weekly if not daily contact with substance use disorder treatment staff and visits the RIC on a monthly basis to conduct chart reviews to ensure patients'/clients' needs are being met. Groups should be open for review by Resource Intervention Center Management (Karen Mohr, RIC Supervisor or Jodi Gerue) to ensure RIC standards, policies and procedures are adhered to and to ensure fidelity of curriculum facilitation. Remedies substance abuse staff will meet monthly with RIC staff for provider updates.

IV. GOALS/PERFORMANCE MEASURES/STANDARDS

Instructions: Complete the blanks in table below using projected objectives for the funded year. Your data report will reflect these numbers. Please note that any change to objectives will need to be approved by Winnebago County Administration. *Must include number served for each service.*

<u>Objectives/Standards</u>	<u>Performance Measures</u>	<u>Projected</u>
Maintain 2 employees as FTE	# of employees maintained as FTE	2
Conduct intake/assessment and provide substance use disorder services.	# of clients referred for assessment	200
Conduct intake/assessment and provide substance use disorder services.	# of persons enrolled in SUD services	150
Facilitate SUD groups.	# of SUD groups facilitated	294
Communication with Winnebago County Resource Intervention Center	# of Provider Meetings attended with Resource Intervention Staff	12
Provide substance use disorder program oversight at the RIC. (Average 15 per month)	# patient/client chart reviews complete	180
Provide on-going supervision with Remedies Renewing Lives substance use disorder treatment staff.	# of coaching with staff completed	24

V. CONTACT INFORMATION

CONTACTS
<p><u>Person Completing this Document</u> Name: Alberto Carrion Title: Vice President of Contracts Address: 215 Easton Pkwy. Rockford, IL 61108 Telephone: (815) 966-1287 ext 241 Email: acarrion@remediesrenewinglives.org</p>
<p><u>Notices Contact (for Agreement)</u> Name: Gary Halbach Title: President/CEO Address: 215 Easton Pkwy. Rockford, IL 61108 Telephone: (815) 966-1285 Email: ghalbach@remediesrenewinglives.org</p>
<p><u>Administrative Contact (Reports)</u> Name: Alberto Carrion Title: Vice President of Contracts Address: 215 Easton Pkwy. Rockford, IL 61108 Telephone: (815) 966-1287 ext 241 Email: acarrion@remediesrenewinglives.org</p>
<p><u>Program Contact</u> Name: Laurie Graciana Title: Vice President of Clinical Services Address: 215 Easton Pkwy. Rockford, IL 61108 Telephone: 815-962-0871 Email: lgraciana@remediesrenewinglives.org</p>
<p><u>Payments Sent to:</u> Name: Meg Jagielski Title: Vice President of Finance Address: 215 Easton Pkwy. Rockford, IL 61108 Telephone: 815-966-1287 ext. 425 Email: mjagielski@remediesrenewinglives.org</p>



EXHIBIT B
SCOPE OF WORK – PAIP

I. ORGANIZATION BACKGROUND

<p>a. Brief description of organization history and purpose</p> <p>Remedies Renewing Lives (formerly PHASE/WAVE) has been in existence since 1955, incorporated in 1959, initially providing substance use disorder treatment services on an outpatient basis and in 1978 integrating domestic violence programming into the organization. In 1982, Remedies Renewing Lives began providing partner abuse intervention programming (PAIP) and in 2008 mental health services were added as another component of the agency. Remedies Renewing Lives mission is renewing lives of individuals affected by addiction, mental health issues, and domestic violence.</p>
<p>b. Describe history managing grants and/or other funding</p> <p>Remedies Renewing Lives has a long history of grants management and has been a recipient to numerous grants related to victim/survivor services. Our awards include the Illinois Department of Human Services (IDHS) Domestic Violence Prevention and Intervention (DVP&I) grant which we have received for decades, IDHS State Emergency Solutions Grant (ESG) funding which we have received for over a decade, Illinois Coalition Against Domestic Violence (ICADV) Victims of Crime Act (VOCA) and Violence Against Women Act (VAWA) funding which we have also received for several decades, Illinois Criminal Justice Information Authority (ICJIA) VOCA Transitional Housing funding since 2018, ICJIA VOCA Multi-Victimization since 2020, Federal Emergency Management Agency (FEMA) grant for over a decade and have been sub-recipients to Winnebago County, Illinois grants from the U.S. Department of Justice, Office on Violence Against Women (OVW) Domestic Violence Homicide Prevention Initiative, Improving Criminal Justice Response as well as Justice for Families projects. Most recently, we became a sub-recipient to Prairie State Legal Services OVW Legal Assistance for Victims grant and we OVW for additional transitional housing services. Additionally, the agency has a history in receiving local foundation grants from organizations such as the Community Foundation of Northern Illinois, The Kjellstrom Foundation and The Mill Foundation. We are also a recipient of Winnebago County Community Mental Health Board funding to support therapy and advocacy services for survivors of domestic violence. Specific to our PAIP services, we have been awarded a grant from IDHS to increase our PAIP services beyond the RIC so that we can serve a greater number of persons in the community with an emphasis on serving those parents who are both justice and child-welfare involved as well as expand community based services into Boone County. Our DHS PAIP programming is facilitated at 215 Easton Parkway, Rockford, IL 61108 and utilizes the curriculum outlined in this proposal. We hope to continue expansion by adding a group in Boone County with location yet to be determined when feasible. DHS PAIP funding does not support services at the RIC.</p>
<p>c. If this program related to behavioral health, will you be applying to the Winnebago County Mental Health Board in 2024?</p>

Yes

No

Not Applicable

II. SERVICE, PROGRAM, or PROJECT OVERVIEW

a. Provide summary of proposed service, program, project to be supported or delivered by requested funds. Include eligibility requirements, demographics served, and how it will lead to a reduction in violent crime.

Remedies Renewing Lives partner abuse intervention program services are specific to serving men who use violence against their intimate partner in heterosexual relationships. Participants are ordered by the 17th Judicial Circuit Court as part of their sentencing for domestic violence related crimes. Program participants must attend at least 26 weeks of group programming and actively participate and acknowledge their abusive behavior against their intimate partner. Remedies Renewing Lives PAIP services are grounded in the concepts of the Duluth Model which emphasize that intimate partner violence is a pattern of coercive control and a belief of entitlement by the person who uses violence, offers change opportunities through educational groups for those who are justice involved and/or seeking change on their own, and supports a community-wide response to increasing victim/survivor safety (www.theduluthmodel.org/). Although explained further below, our agency utilizes a curriculum known as the Change Curriculum for Men (Change), which was developed by Cognition Works, a multi-service organization located in Champaign, Illinois. The Change curriculum is specifically designed to focus on “prevention, intervention and change of irresponsible behavior” with persons who use violence against their intimate partner (Cognition Works, Change Curriculum for Men, Introduction, p. 1). The curriculum utilizes the process of opposition and solutions during group format by facilitators that includes role playing and homework.

While the Change curriculum has many more components than what can be provided for space in this application, the most important point is how we connect the curriculum in our quest to improve safety in the lives of victims/survivors thereby helping to reduce crimes related to domestic violence in our community. It should not be forgotten the context of which survivors are living is a state of fear and trepidation based on threats and/or use of violence to maintain continuous control. Survivors often put themselves in harm’s way to deflect violence against their children, work multiple jobs to avoid eviction or the shut off of utilities, relocate their families to unknown places so that they no longer have to live in fear, participate in the civil and criminal justice processes which can range anywhere from being a petitioner to an emergency order of protection or as a parent involved in abuse and neglect court. To that end, the Change curriculum speaks to these needs by demonstrating that patterns of abusive behavior are on a continuum which can increase in severity or impact over time. It allows co-facilitators to address power and control tactics by people who use violence that address all the pieces of the Power and Control Wheel that is so often identified by the victims/survivors Remedies Renewing Lives serves. For instance, when thinking about the MTP Control Through Power, co-facilitators can address circumstances in which the offender may use coercion and threats like making or carrying out threats to control their partner, using intimidation through looks or gestures and/or controlling what the survivor does or whom they seek or talk to. Likewise, the MTP of Specialness speaks to the entitlement piece by people who use violence. Treating the survivor like a servant, making all the big decisions, not allowing the survivor to work, or giving the survivor an allowance are all examples of male privilege and a maladaptive thinking pattern. Using the Choice curriculum over the span of 26 weeks offers many opportunities for PAIP staff to address the change process, accountability, past patterns, irresponsible excitement, expectations, highlighting the moral and legal consequences of intimate partner violence.

With the 1% Safety Tax funding, Remedies Renewing Lives employs one (1) FTE PAIP Coordinator who completes an intake and assessment of need with each offender referred by the courts, co-facilitates three (3) weekly groups, checks-in with each offender at the 10-to-12-week group-mark and completes a final interview with each offender prior to the formal conclusion of PAIP services. The funding from the 1% Safety Tax also supports a PAIP Manager (.1875 FTE). PAIP groups are facilitated at the RIC on the following schedule:

Tuesdays from 9AM to 11:00 AM
Thursdays from 1:30 PM to 3:30 PM
Fridays from 2:00 PM to 4:00 PM.

PAIP intakes and assessments completed by the PAIP Coordinator are conducted during business hours with information uploaded into FCE accordingly and on-going contact with the Winnebago County Adult Probation Department.

Demographics for FY22 (7/1/21-6/30/22)

Caucasian or White: 54
Black or African American: 93
Hispanic: 6
Bi-Racial: 3
Unknown: 4
Ages 18-29: 50
Ages 30-39: 51
Ages 40-49: 27
Ages 50-59: 14
Ages 60-69: 12
Ages 70+: 0

Demographics for FY23 (7/1/22 – 6/30/23)

- Caucasian or White: 33
- Black or African American: 75
- Hispanic: 2
- Bi-Racial: 4
- Unknown: 6
- Ages 18-29: 40
- Ages 30-39: 49
- Ages 40-49: 15
- Ages 50-59: 9
- Ages 60-69: 7
- Ages 70+: 0

b. Describe current and projected project/program partnerships.

Remedies Renewing Lives has a long history of working in partnerships. We meet bi-monthly with the 17th Judicial Circuit Court of Winnebago County, Illinois, Winnebago County Adult Probation Department Domestic Violence Unit and other PAIP providers to ensure all agencies are adhering to court and Protocol standards. Remedies Renewing Lives also meets separately with the Winnebago County Adult Probation Department Domestic Violence Unit to talk about specific needs and strategies to ensure we are adhering to the highest level of services

III. PROGRAM PROCESSES

a. Describe referral, intake and assessment process; include description of evidence-based practices used.

Upon receipt of a referral from Winnebago County Adult Probation, Remedies Renewing Lives PAIP Coordinator schedules a screening/assessment appointment with the offender which is held in-person, on-site at the RIC and in the PAIP Coordinator's office. As part of the overall assessment, a Remedies Renewing Lives PAIP intake is conducted. The intake form includes contact information, demographics, employment, income or benefits; highest education level and military status or experience; current marital status, current intimate relationship status and if the intimate partner is aware of the order to PAIP; contact information for the victim of intimate partner violence, status of relationship with the victim, whether or not the parties were living together at the time of arrest or conviction; specifics of the probation order regarding contact with the victim; order of protection history; arrest and conviction history for domestic violence related crimes and non-domestic violence related crimes; number of times the offender has used violence without any law enforcement contact; information specific to children between the offender and victim and if the offender has children with other intimate partners; substance use and alcohol use history including if it was a component to the conviction or previous acts of violence; history of threats of death by suicide, access to weapons, history of counseling including any mental health concerns or prescription use; previous use of PAIP services at Remedies Renewing Lives or other provider; current and historical child welfare involvement; and use of violence against animals or pets. The intake form also includes questions specific to if the offender is afraid of their victim themselves and if they think the victim is afraid of them. It is not very often that an offender is not screened in for PAIP services. Exceptions to that may be if the offender is in a non-heterosexual relationship with their victim or if the offender has been identified as a victim of domestic violence themselves. Since the use of intimate partner violence is a gender-based issue and because Remedies Renewing Lives PAIP services are specific to men, it is rare to encounter a victim of domestic violence program however when it does occur the PAIP Coordinator refers the victim to our agency's survivor services. It should be noted that our domestic violence victim services never deny someone solely based on gender nor sexual orientation, race, national origin, and familial status, disability, and legal status, number of children, age or religion.

In addition to completing the intake form, Remedies Renewing Lives PAIP Coordinator also completes the Ontario Domestic Assault Risk Assessment (ODARA). Although not intended to measure an individual victim's safety, the ODARA can assist in identifying risks of future violence against an intimate partner, risk of re-arrest and likelihood to re-appear in court. To complete the ODARA, our PAIP Coordinator gathers information from the offender during the intake process, the offender's identified probation officer and what has been uploaded into Winnebago County's court record data base system known as Full Court Enterprise (FCE). Depending upon time of inquiry, the PAIP Coordinator can locate the offender's criminal history along with the most recent arresting incident probable cause statement and sometimes the victim's statement to law enforcement. Upon gathering as much information as possible, the PAIP Coordinator scores the ODARA responses and uploads the document into FCE that includes a specific dropdown menu for ODARA score. The score then helps guide the probation officer and the PAIP Coordinator in determining future risk of harm by the offender to their intimate partner relationships and likelihood of appearing in court.

Besides completing the intake and ODARA, the Remedies Renewing Lives PAIP Coordinator also addresses confidentiality with the offender. The obligation by providers to protect confidential information of PAIP participants is under the Illinois Administrative Code for Mental Health and Mental Health and Developmental Disabilities Confidentiality Act. As part of the Illinois Protocol Partner Abuse Intervention Program services, at the time of program initiation PAIP participants are required to complete a written release of information to: relative criminal justice and court authorities; mental health agencies; victims/survivors of abuse; any persons or agencies that would need to receive compliance or threats of violence by the offender; and/or any agencies

that may plan to assist with intervention for non-compliance or threats of violence by the offender. As a result, the PAIP Coordinator completes a release of information specific to the 17th Judicial Circuit Court of Winnebago County, Illinois, and Winnebago County Adult Probation along with a release of information that allows the PAIP Coordinator to contact the victim(s) specific to the arrest related referral and current intimate partner of the offender. Lastly, the PAIP Coordinator reviews the Contract for Participation in services. In turn, the offender is informed of the expectations for services which include weekly attendance and attendance of at least 26 groups for program completion; meeting individually with the PAIP Coordinator after attendance of 10-12 groups and upon an opening to PAIP services; understanding that all attendance or non-attendance will be recorded and reported to the offender's probation officer and court; expectation to remain alcohol and/or substance free during services and understanding that if it is suspected of being under the influence of any substance the offender will be asked to leave the group receiving no credit; obtain a chemical dependency evaluation if referred by the PAIP Coordinator; understanding that if late to group the offender will not be allowed to participate and will be marked as absent; only 3 absences are allowed and at the fourth (4th) missed group the participant will be referred back to their probation officer; requirement to abstain from violence; agreement to cooperate with program expectations and norms; and that at its core, our PAIP program is about taking accountability for the violence perpetrated against an intimate partner.

b. Describe treatment, counseling, and case management. Be specific.

As required by the Illinois Protocol for Partner Abuse Intervention Programs, core components of PAIP programming include that programs ensure the safety and rights of adult and child victims of domestic violence, work to reduce domestic violence through effective intervention, ensure that people who use violence against their intimate partner are held accountable and responsible for their behavior and to ensure persons who use violence against their intimate partner receive services that are effective. As a result, Remedies Renewing Lives utilizes a curriculum known as the Change Curriculum for Men (Change), which was developed by Cognition Works, a multi-service organization located in Champaign, Illinois. As required by the Protocol, the Change curriculum is approved to be used for the purposes of providing partner abuse intervention program services by IDHS. The Change curriculum is specifically designed to focus on "prevention, intervention and change of irresponsible behavior" with persons who use violence against their intimate partner (Cognition Works, Change Curriculum for Men, Introduction, p. 1). The curriculum utilizes the process of opposition and solutions during group format by facilitators that includes role playing and homework. Maladaptive Thinking Patterns (MTP's) are a core component of the curriculum and fall in line with our agency's philosophy that domestic violence is connected to a belief system centered around entitlement, often based on a view that one partner is allowed greater freedom than another. The MTP's that are routinely referenced within the 26-week group curriculum are victim script in which the person who uses violence consistently blames others for their circumstance; unrealistic self-image in which the person who uses violence views themselves as responsible despite actions; closed thinking in which the person who uses violence is unwilling to listen to share information or to be self-critical, goes on assumptions and lies by omission as opposed to outright; sense of entitlement that extends to persons, places and things and often includes intense jealousy; compartmentalized thinking where what happens before does not count or not impact the future with little sense that behavior has consequences; inappropriate expectations about life that lead to boredom, unwillingness to appreciate daily effort and/or has unreasonable fears; control through power in which the person who uses violence expects to be able to control situations and other individuals, uses manipulation and intimidation to achieve their goals including using sex for power and control rather than intimacy; and specialness in which the person has a sense of being superior or unique where they are living in a natural state and whatever rules may exist are for others. In addition to the MTP's, the Change curriculum includes Tactics to Avoid Being Accountable. The different tactics include putting others on the defense such as when they attack competency, bring up irrelevant issues, minimize the situation and pick at details; control information like agreeing with no intention of following through, being intentionally vague, saying whatever will satisfy the moment or using silence; and controlling interactions such as listening

selectively and hearing only what is self-serving, insisting they forgot and/or focusing on being misunderstood.

The Change curriculum also has a heavy emphasis on choice language. The Change curriculum values keeping responsibility on the irresponsible person, cutting through the denial system, and recognizing the power over their own lives to change. The curriculum focuses on cognitive restructuring. PAIP co-facilitators model choice language during group by using phrases such as “you may choose to” or “your choices are”, etc.

c. Describe staff roles; include education, training, and licensure requirements.

Remedies Renewing Lives PAIP program at the RIC is led by a Coordinator who is supervised by our PAIP Manager. Remedies staff offices are located on site at Adult Probation as are counselors assigned to this location who maintain duties at Adult Probation site only. The PAIP Manager has received the 40-hour domestic violence training and the 20-hour partner abuse intervention training. The PAIP Coordinator has also received the 40-hour domestic violence training described within the Illinois Domestic Violence Act and the required 20-hour partner abuse intervention training. All trainings were received through IDCVP Board approved training sites. Any part-time co-facilitators for Remedies Renewing Lives PAIP services that may fill in at the RIC also meet these same training qualifications. Remedies Renewing Lives PAIP Manager oversees PAIP services at the RIC and provides supervision of the PAIP Coordinator and co-facilitators. The Vice President of Domestic Violence Services, who oversees and supervises the PAIP Manager, holds a Bachelors of Sociology and a Masters of Public Administration and has over 20 years of experience in domestic violence programming including direct service with adults and child survivors and continues to hold management roles with Remedies Renewing Lives.

Qualifications for PAIP positions are as follows:

PAIP Coordinator:

EDUCATION:

- Bachelor’s Degree required.

EXPERIENCE:

- Demonstrated skills in individual, group case management.

CERTIFICATE/LICENSE:

- Completion of the 40-hour domestic violence training as required by the Illinois Domestic Violence Act (IDVA) from an Illinois Certified Domestic Violence Professional (CDVP) approved training site
- Completion of 20-hour partner abuse intervention program training from an Illinois Certified Partner Abuse Intervention Prevention (CPAIP) approved training site.

PAIP Co-Facilitator:

EDUCATION:

- Bachelor’s Degree preferred.

EXPERIENCE:

- Demonstrated skills in case management and or group facilitation preferred

CERTIFICATE/LICENSE:

- Completion of the 40-hour domestic violence training as required by the Illinois Domestic Violence Act (IDVA) from an Illinois Certified Domestic Violence Professional (ICDVP) approved training site. This training will be provided by Remedies Renewing Lives at the start of employment if not yet completed.

- Completion of the 20-hour partner abuse intervention program training from an Illinois Certified Partner Abuse Intervention Program training site will be required after starting employment, if not yet completed.

d. Describe program oversight and accountability.

To provide program oversight and accountability, Remedies Renewing Lives meets monthly with Winnebago County Adult Probation Department staff to help address emerging needs and client support. Our PAIP Manager oversees all PAIP services held at the RIC and provides weekly supervision of the PAIP Coordinator and PAIP Co-facilitators. The Vice President of Domestic Violence Services also observes PAIP groups periodically to ensure agency standards are adhered to and provides supervision to the PAIP Manager Groups should be open for review by Resource Intervention Center Management (Karen Mohr, RIC Supervisor or Jodi Gerue) to ensure RIC standards, policies and procedures are adhered to and to ensure fidelity of curriculum facilitation. Observation may be quarterly. Should follow up be required, a follow up observation visit may take place within 45 days to ensure the issue has been addressed.

IV. GOALS/PERFORMANCE MEASURES/STANDARDS

Instructions: Complete the blanks in table below using projected objectives for the funded year. Your data report will reflect these numbers. Please note that any change to objectives will need to be approved by Winnebago County Administration. *Must include number served for each service.*

<u>Objectives/Standards</u>	<u>Performance Measures</u>	<u>Projected</u>
Maintain 1.1875 employees as FTE.	# of employees maintained as FTE	1.1875
Conduct intake/assessment, mid-point and final evaluation with persons referred by Courts	# persons enrolled in PAIP	150
Facilitate weekly PAIP groups.	# PAIP groups facilitated	156
Communication with Winnebago County, Illinois Adult Probation Department.	# meetings with Winnebago County Adult Probation	12
Supervision with PAIP staff.	# of coaching with staff completed	50

V. CONTACT INFORMATION

CONTACTS
<p><u>Person Completing this Document</u> Name: Alberto Carrion Title: Vice President of Contracts Address: 215 Easton Pkwy. Rockford, IL 61108 Telephone: (815) 966-1287 ext 241 Email: acarrion@remediesrenewinglives.org</p>
<p><u>Notices Contact (for Agreement)</u> Name: Gary Halbach Title: President/CEO Address: 215 Easton Pkwy. Rockford, IL 61108 Telephone: (815) 966-1285 Email: ghalbach@remediesrenewinglives.org</p>
<p><u>Administrative Contact (Reports)</u> Name: Alberto Carrion Title: Vice President of Contracts Address: 215 Easton Pkwy. Rockford, IL 61108 Telephone: (815) 966-1287 ext 241 Email: acarrion@remediesrenewinglives.org</p>
<p><u>Program Contact</u> Name: Laurie Graciana Title: Vice President of Clinical Services Address: 215 Easton Pkwy. Rockford, IL 61108 Telephone: 815-962-0871 Email: lgraciana@remediesrenewinglives.org</p>
<p><u>Payments Sent to:</u> Name: Meg Jagielski Title: Vice President of Finance Address: 215 Easton Pkwy. Rockford, IL 61108 Telephone: 815-966-1287 ext. 425 Email: mjagielski@remediesrenewinglives.org</p>

EXHIBIT C



WINNEBAGO COUNTY
— ILLINOIS —

**Public Safety Sales Tax Alternative Funding
Budget Detail Worksheet and Narrative**

A. Personnel / Salary– List each position by title and name of employee, if available. Show the annual salary rate and the percentage of time to be devoted to the project. Compensation paid for employees engaged in grant activities must be consistent with that paid for similar work within the applicant organization.

Name/Position	Computation	Cost
Angela Peterson Addictions Counselor	\$53,560 (Salary at 2080 hrs p/y) * 100%	53,560.00
Vacant - Addictions Counselor	\$48,000 (Salary at 2080 hrs p/y) * 100%	48,000.00
Ana Luisa Iglesias Masters, PAIP Coordinator	\$ 46931.87 (Salary at 2080 hrs p/y) * 100%	46,931.87
Patricia Crossland, PAIP Manager	60,344.37 (Salary at 2080 hrs p/y) * 18.75%	11,314.57
	TOTAL SALARY	\$ 159,806.44

SALARY NARRATIVE:

Full-time employees at Remedies Renewing Lives must work 40 hours p/w or 2080 p/y.

Addictions Counselors (2 FTE): provides substance use disorder counseling services with persons referred by the 17th Judicial Circuit Court of Winnebago County, Illinois at the Resource Intervention Center (RIC). Services include outpatient individual and group counseling, case management and community intervention. Completes documentation, reports to Remedies Renewing Lives Vice President of Clinical Services and meets at least monthly with the Winnebago County Adult Probation Department.

PAIP Coordinator (1FTE): provides partner abuse intervention services with persons referred by the 17th Judicial Circuit Court of Winnebago County, Illinois. Services include PAIP conducting intakes/assessments, mid-point and final evaluations and facilitate three (3), two-hour groups per week. Completes documentation, reports to Remedies Renewing Lives PAIP Manager and meets at least monthly with the Winnebago County Adult Probation Department.

PAIP Manager (0.1875 FTE): Manages the PAIP program for Remedies including the RIC programming, supervises the PAIP Coordinator, as well as co-facilitates three (3) PAIP groups per week. Reports to Remedies Renewing Lives Vice President of Domestic Violence Services.

B. Fringe Benefits—Fringe benefits should be based on actual known costs or an established formula. Fringe benefits are for the personnel listed in budget category (A) and for 100% time devoted to the project.

Name/Position	Computation	Cost
Angela Peterson Addictions Counselor	see narrative	14,102.73
Vacant - Addictions Counselor	see narrative	11,736.99
Ana Luisa Iglesias Masters, PAIP Coordinator	see narrative	5,987.29
Patricia Crossland, PAIP Manager	see narrative	2,132.19
TOTAL FRINGE		\$ 33,959.20

FRINGE NARRATIVE:

Full-time employees at Remedies Renewing Lives are eligible for benefits. Health, Dental, Disability, Life and Retirement are actual costs depending if the employee elects the benefit. FICA (7.65%), workers compensation (2%) and unemployment (1%) total 10.65%.
 Formula: (Retirement + Life Insurance/Short Term Disability + Health Premiums + Health Claims + Dental + FICA + Workers Comp + SUTA)* % Time Allocation = Total Fringe

Angela Peterson Addictions Counselor
 (\$3213.60 + \$327 + \$4127.59 + \$500 + \$230.40 + \$4097.34 + \$1,071.20 + \$535.60) x 100% Time Allocation = \$14,102.73

Vacant - Addictions Counselor
 (\$1440 + \$327 + \$4127.59 + \$500 + \$230.40 + \$3,672 + \$960 + \$480) x 100% Time Allocation = \$11,736.99

Ana Luisa Iglesias Masters, PAIP Coordinator
 (\$0 + \$319.92 + \$0 + \$0 + \$669.12 + \$3,590.29 + \$938.64 + \$469.32) x 100% Time Allocation = \$5,987.29

Patricia Crossland, PAIP Manager
 (\$0 + \$317.40 + \$4,127.59 + \$500 + \$0 + \$4,616.34 + \$1206.89 + \$603.44) x 0.1875% Time Allocation = \$2,132.19

C. Travel -- Itemize travel expenses of project personnel by purpose (e.g., staff to training, field interviews, advisory group meeting, etc.). Indicate source of Travel Policies applied, Applicant or Federal Travel Regulations.

Purpose of Travel	Location	Item	Computation	Cost
TOTAL TRAVEL				\$ 0.00

TRAVEL NARRATIVE:

n/a

D. Supplies

Supply Item	Computation	Cost
Office Supplies	\$62.50 per staff X 4 staff	250.00
TOTAL SUPPLIES		\$ 250.00

SUPPLY NARRATIVE:

Office supplies for the project may include but not limited to file folders and copy paper.

E. Other Costs

Item	Computation	Cost
Indirect Costs of Program	6.48563% of direct costs	12,933.36
Lab Fees	\$18 p/test x 300 tests	5,400.00
	TOTAL OTHER	\$ 18,333.36

OTHER COSTS NARRATIVE:

Indirect costs will pay for payroll, human resources, Vice President of Finance and VP of Contracts for work related to the RIC project and a small portion of the President/CEO salary. Indirect rate increased slightly over last year to accommodate additional expenses. Remedies has a NICRA of 19.80% that is not fully applied towards this contract.

Contractual Service:

Lab fees for urinalysis of substance use disorder treatment patients/clients.

Budget Category	Amount
A. Personnel	159,806.44
B. Fringe Benefits	33,959.20
C. Travel	0.00
D. Supplies	250.00
E. Other Costs	18,333.36
TOTAL PROJECT COSTS	\$ 212,349.00



Resolution Executive Summary

Prepared By: Marlana Dokken
Committee: Public Safety and Judiciary Committee
Committee Date: December 20, 2023
Resolution Title: Resolution Authorizing Agreement Between the County of Winnebago, Illinois, and Rosecrance, Inc. for Court-Ordered Assessments Program
County Code: Not Applicable
Board Meeting Date: January 11, 2024

Budget Information:

Was item budgeted? Yes	Amount: \$ 64,078.00
If not, explain funding source: n/a	
ORG/OBJ/Project Code: n/a	Budget Impact: n/a

Background Information: The County proposes to provide funding to support services in the Winnebago County Jail. ROSECRANCE will offer assessments in the jail at the request of judges, attorneys, probation, and pre-trial release. This funds a ½ time Assessor who may provide up to 400 substance-abuse assessments annually. Once assessed, treatment recommendations are provided to the referral source, and connections to treatment options are provided to the individual to secure upon release.

Recommendation: I recommend approval of the following service agreement:

Agreement with Rosecrance for assessments at the Winnebago County Jail \$ 64,078

Contract/Agreement: County will execute agreement with ROSECRANCE, (Resolution Exhibit A) which contains a 30-day out clause.

Legal Review: Legal review of agreements was completed.

Follow-Up: Chairman's Office of Criminal Justice Initiatives will proceed with execution of agreement.

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

Sponsored by: Brad Lindmark, Committee Chairman

Submitted by: Public Safety & Judiciary Committee

2024 CR

**RESOLUTION AUTHORIZING AGREEMENT BETWEEN THE COUNTY OF WINNEBAGO, ILLINOIS,
AND ROSECRANCE, INC. FOR COURT-ORDERED ASSESSMENTS PROGRAM**

WHEREAS, the County of Winnebago, Illinois (County) recognizes the need for substance use disorder assessment and treatment services in the Winnebago County Jail; and

WHEREAS, Rosecrance, Inc. provides such services and has provided those services to individuals in the Jail for a number of years; and

WHEREAS, the County desires to have Rosecrance continue to provide substance use disorder assessment and treatment services in the Jail for fiscal year 2024, pursuant to the terms of the Agreement attached hereto as Exhibit A; and

WHEREAS, the Public Safety and Judiciary Committee of the County Board for the County of Winnebago, Illinois, has reviewed the proposed terms of the Agreement attached hereto as Resolution Exhibit A, and recommends executing the agreement under the terms set forth in the Agreement.

NOW, THEREFORE, BE IT RESOLVED, by the County Board of the County of Winnebago, Illinois, that the Winnebago County Board Chairman is authorized to execute the Agreement between the County of Winnebago, Illinois, and Rosecrance, Inc., in substantially the same form as contained in Resolution Exhibit A.

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 Chairman's Office of Criminal Justice Initiatives, Director of Purchasing, Finance Director, County Board Office, County Auditor, and Winnebago County Jail Superintendent.

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 _____ 2024.

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



**AGREEMENT
BETWEEN THE COUNTY OF WINNEBAGO, ILLINOIS AND ROSECRANCE, INC.
COURT-ORDERED ASSESSMENTS PROGRAM**

This Agreement ("Agreement") is effective as of October 1, 2023, by and between ROSECRANCE, INC., an Illinois-not-for profit corporation ("Rosecrance"), and the COUNTY OF WINNEBAGO, ILLINOIS ("County"). Rosecrance and County may be referred to herein individually as a "Party" and collectively as the "Parties."

WHEREAS, the County recognizes the need for professional assistance in providing quality, licensed, Court-ordered substance use disorder assessments and in the Winnebago County Jail for men and women who are in need of such services; and

WHEREAS, Rosecrance is a professional, licensed organization that provides substance use disorder assessments and treatment services to such persons; and

WHEREAS, the Parties have agreed that the services provided to the County pursuant to this Agreement will be beneficial to the parties, the community, and the men and women in need of such services.

NOW, THEREFORE, in consideration of the terms, conditions and covenants contained herein, the Parties agree as follows:

Article I. GENERAL TERMS

Section 1.01 Term of Agreement

The Agreement shall commence and be binding on the Parties hereto for the period of October 1, 2023 through September 30, 2024.

Section 1.02 Termination

Either Party may terminate this Agreement upon thirty (30) days' written notice to the other. In the event of termination, County will provide payment to Rosecrance for all services rendered up to the termination date.

Section 1.03 Confidentiality

Each Party agrees to comply with all State and Federal laws, rules, and regulations, including but not limited to the Illinois Mental Health and Developmental Disabilities Confidentiality Act, 42 CFR Part 2, and the Health Insurance Portability and Accountability Act



(HIPAA), concerning the confidentiality of client information.

Section 1.04 Access to Records

Rosecrance agrees to allow the employees of the County access to the records of any client assessed for participation in the Court-ordered Assessments Program upon receipt of an appropriate consent and release of information that complies with 42 CFR Part 2, the Illinois Mental Health and Developmental Disabilities Confidentiality Act, HIPAA, and any other applicable state and federal confidentiality laws.

Section 1.05 Warrant of Authority

Each Party warrants to the other that each has full authority to enter into this Agreement and perform under its terms.

Section 1.06 Indemnity

Rosecrance agrees to indemnify the County and its officers, directors, and employees from and against any and all claims, costs, and liabilities (including the fees and expenses of counsel) as a result of a breach of this Agreement by Rosecrance or the negligent or willful misconduct of Rosecrance or Rosecrance's employees, agents, and representatives. In no manner shall employees of Rosecrance be construed to be employees of the County. This section shall survive the termination or expiration of this Agreement for any reason.

Section 1.07 Cooperation

Each Party to this Agreement has the duty to consult and cooperate with the other in the performance, development, and implementation of the Court-ordered Assessments Program. Rosecrance agrees to name a person to represent it in discussions and development of the program and to whom the County can forward suggestions and recommendations concerning the program as well as any notices under this Agreement.

Article II. SCOPE OF SERVICES

Subject to the agreed upon funding levels set forth in Exhibit B, Rosecrance agrees to provide the following services in this Article II. The Parties' agree and understand that all services provided by Rosecrance under this Agreement shall be in compliance with all federal and state standards applicable to substance use disorder treatment. The services to be performed by Rosecrance under this Agreement shall include the following in this Article II and that of Exhibit A.



Section 2.01 Assessments

Rosecrance agrees to provide assessments in the Winnebago County Jail for men and women who are referred by the County or the Court to the Court-ordered Assessments Program. Rosecrance will be available to provide up to twenty (20) hours of assessment services per week in the jail for those people referred for an assessment by Court or County staff. If the Rosecrance employee assigned to provide assessments in the Jail is absent from work for more than three business days, Rosecrance will assign another employee to provide assessments in the Jail.

Every person who is referred for an assessment by the Court will receive a clinical assessment to evaluate the individual's treatment and case management needs and to determine their eligibility for further treatment services. Rosecrance will provide written assessment reports to County employees upon request in compliance with Sections 1.03 and 1.04. The written assessment will contain diagnostic impression, the recommended level of substance use disorder treatment, and identification of any medical and psychological concerns.

Section 2.02 Program Oversight

Rosecrance will provide program oversight by a Program Director to oversee services and employees and to provide monthly supervision, weekly case staffing, scheduling and assessment management, and utilization reporting.

Section 2.03 Modification upon Agreement

Services, personnel, treatment hours, and locations are subject to change as agreed upon between the County and Rosecrance.

Article III. PAYMENT FOR SERVICES PROVIDED

Section 3.01 Budget Incorporation

A budget agreed to by Rosecrance and the County detailing the fee schedule and anticipated funding amounts is hereby incorporated into this Agreement and attached hereto as Exhibit B. Rosecrance agrees that the total reimbursement for all services performed pursuant to this Agreement will not exceed the total amount reflected on the annual budget submitted and approved by the County. Rosecrance will invoice for actual costs not to exceed the annual budgeted amount. All rates set forth in Article III are subject to renegotiation between the Parties at any point during the Term of this Agreement, but no change in rates will take effect during the Term of this Agreement unless a written amendment to this Agreement reflecting this change is approved by the Parties.



Section 3.02 Compensation for Assessment Services

Corresponding with those services set forth in Section 2.01, County agrees to pay fifty percent (50%) of the salary for a licensed or certified clinical assessor employed by Rosecrance as shown on the budget incorporated as Exhibit B. The County also agrees to pay fringe benefits at the percentage and rate as shown on the budget incorporated as Exhibit B. This amount is intended to pay for non-billable services provided by the assessor.

Section 3.03 Compensation for Program Oversight

Corresponding with those services set forth in Section 2.03, County agrees to pay ten percent (10%) of the salary for the Program Director employed by Rosecrance as shown on the budget incorporated as Exhibit B. The County also agrees to pay fringe benefits at the percentage and rate shown on the budget incorporated as Exhibit B.

Section 3.05 Indirect Costs

County agrees to pay Rosecrance for indirect costs in addition to payment for all services listed above that will compensate Rosecrance for all other direct and indirect expenses associated with the provision of services under this Agreement. County agrees to pay Rosecrance for its indirect costs at Rosecrance's current federally approved indirect cost rate, calculated as a percentage of the actual monthly subtotal for services rendered during the term of this Agreement. Should Rosecrance's federally approved indirect cost rate change during the Term of this Agreement, the parties will cooperate to seek a budget amendment. Should the budget amendment not be approved, Rosecrance agrees to reimbursement for its indirect costs at the federally approved rate in effect on the first day of the Term of this Agreement.

Section 3.06 Reporting and Invoices

Rosecrance will submit monthly invoices to the County in accordance with Section 3 of this Agreement no later than the 10th day of each month. Invoices shall be submitted in a format requested by the County and include supporting service documentation as requested by the County. Subject to Section 1.03 and 1.04, supporting documentation to be included with invoices includes timesheets, documentation of personnel costs, itemized lists of completed assessments to include at a minimum 1) name of Judge and/or Court staff person requesting the assessment, 2) assessment date, 3) name of inmate, name of assessor, and time spent. Invoices shall be payable by County in accordance with the Illinois Local Government Prompt Payment Act (50 ILCS 505/1 *et. seq.*). Any amounts not timely paid will accrue interest as set forth in the Illinois Local Government Prompt Payment Act.

Additionally, Rosecrance agrees to provide relevant data by submitting a monthly jail services report as well as performance metrics as outlined in Exhibit A to include summary



narrative on a quarterly basis. Rosecrance agrees to comply with all reporting, data collection and evaluation requirements, as prescribed by the County following the deadlines identified below.

REPORTING SCHEDULE		
Reporting Period	Date Required	Due Date
October - December	Data and Fiscal Reports	January 10th
January - March	Data and Fiscal Reports	April 10th
April - June	Data and Fiscal Reports	July 10th
July - September	Data and Fiscal Reports	October 10th
Final Close Out	Data and Fiscal Reports, Closeout Questions	15 days after grant end date

Note: If a due date falls on a weekend, report is due on the preceding Friday

Article IV. MISCELLANEOUS

Section 4.01 No Third-Party Beneficiaries

This Agreement shall not confer any rights or remedies upon any Person or other third party other than the Parties and their respective successors and permitted assigns.

Section 4.02 Non-Solicitation

During the Term of this Agreement and for a period of twelve (12) months thereafter, neither Party shall directly solicit for employment any person who performed any work under this Agreement who is then in the employment of the other party. A general notice of a job opening or other similar general publication to fill employment openings, including on the internet, shall not be construed as a solicitation for the purposes of this Section, and the hiring of any such employees who freely responds thereto shall not be a breach of this Section.

Section 4.03 Governing Law; Consent to Jurisdiction

This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Illinois. The Parties agree that all actions or proceedings arising in connection with this Agreement shall be tried and litigated in the 17th Judicial Circuit Court of Winnebago, Illinois.

Section 4.04 Counterparts; Signatures

The Parties agree that this Agreement may be executed in multiple originals, each of which shall be considered an original for all purposes and, collectively, shall be considered to constitute this Agreement. The Parties further agree that signatures transmitted by facsimile or in Portable Document Format (pdf) may be considered an original for all purposes, including, without limitation, the execution of this Agreement and enforcement of this Agreement.

Section 4.05 Entire Agreement; Amendment



This Agreement supersedes all previous agreements, oral or written, and constitutes the entire agreement between the Parties respecting the subject matter of this Agreement, and neither Party shall be entitled to benefits other than those specified herein. As between the Parties, oral statements or prior written materials which are not specifically incorporated herein shall not be of any force and effect. The Parties specifically acknowledge that in entering into and executing this Agreement, the Parties rely solely upon the representations and agreements contained in this Agreement and no others.

Any amendments shall be by written instrument executed by the parties hereto, acting therein by their duly authorized representatives. The Winnebago County Board Chairman is authorized, on behalf of the County Board to execute the renewal, continuation, or modification of this grant award, without further County Board action.

Section 4.06 Notices

All notices, requests and communications which are required or may be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered personally or sent by nationally recognized overnight carrier or mailed by certified mail, postage prepaid, return receipt requested.

Notices to the County shall be sent to the following address:

Winnebago County
Attn: County Administrator
404 Elm Street
Suite 500
Rockford, IL 61101

Notices to Rosecrance shall be sent to the following address:

Rosecrance, Inc.
Attn: David Gomel, President
1021 North Mulford Road
Rockford, IL 61107

Receipt of any notice shall be deemed effective upon receipt, if delivered personally, or one (1) day after mailing if sent by overnight carrier, or three (3) days after deposit in the U.S. mail, with proper postage and properly addressed.

Section 4.07 Assignment

This Agreement may not be assigned or transferred, without the prior, express, written consent of the Parties.

This Agreement between Rosecrance and the County shall be effective as of the date indicated in the first sentence of this Agreement.



COUNTY OF WINNEBAGO, ILLINOIS

ROSECANCE, INC., an Illinois not for profit corporation

By: _____
Name: Joseph V. Chiarelli
Title: Chairman of the County Board of the
County of Winnebago, Illinois

By: _____
Name: David Gomel
Title: President



EXHIBIT A
SCOPE OF WORK

I. ORGANIZATION BACKGROUND

a. Brief description of organization history and purpose

Rosecrance has served as an industry leader in behavioral health, and has provided quality service to northern and central Illinois communities for over 100 years. Our standard of excellence for treatment involves a multidisciplinary approach to addiction treatment that draws on the expertise and experience of our medical and psychiatric staff, as well as licensed and certified masters prepared clinicians. Rosecrance offers a comprehensive spectrum of behavioral health services that include residential, outpatient and detox services for the treatment of substance abuse disorders as well as community based mental health services for Men, Women Youth and adults. Rosecrance has specialized in the treatment those involved in the criminal justice system since 1994, and are currently partnered with Winnebago, Boone, McHenry and Champagne counties to provide services to those involved with their probation departments including Drug Court, Mental Health Court, Youth Recovery Court, and family Recovery court. Rosecrance has also been contracted to provide residential and outpatient services to the Illinois Department of corrections parolees since 1999.

b. Describe history managing grants and/or other funding

Rosecrance has managed multiple local, state, and federal grants over our 100-year history. Currently we receive grants through Illinois SUPR and the State Opioid Response initiative, as well as grants through Winnebago, and Boone Counties for in-jail services and specialty court programs. We also receive grant funding through the Illinois Department of Human Services and are paneled with multiple insurance companies.

c. If this program related to behavioral health, will you be applying to the Winnebago County Mental Health Board in 2024?

Yes

No

Not Applicable

II. SERVICE, PROGRAM, or PROJECT OVERVIEW

a. Provide summary of proposed service, program, project to be supported or delivered by requested funds. Include eligibility requirements, demographics served, and how it will lead to a reduction in violent crime.

Rosecrance proposes a continuation of the funding from the Winnebago County 1% safety tax fund for a ½ time substance use disorder assessor to provide assessment and treatment recommendations for those housed in the Winnebago County jail. The continuation of this funding will allow Rosecrance to complete a multi-dimensional assessment tool and treatment recommendations on inmates who are court ordered for a substance use disorder assessment as well as those who need to be assessed upon advice of their probation officer, attorney or are self-referred. All diagnoses and treatment recommendations will be made in accordance with the criteria and standards set forth by the DSM5 and the American Society of Addiction Medicine (ASAM) patient placement criteria. Once assessed, treatment recommendations are provided to the court or to whomever referred them and are case managed upon their release to assist them in beginning treatment with Rosecrance or other recommended service providers.

The benefit of this program is the ability to connect with those incarcerated individuals at a point where they are vulnerable and are most motivated for change in their lives. By initiating treatment services while they are incarcerated, we are able to more easily engage them at a time where they are most receptive to the idea of a recovery lifestyle. Upon release from jail the clients are already enrolled in Rosecrance services and can seamlessly transition to our wide spectrum community-based services with no delay.

b. Describe current and projected project/program partnerships.

This program has worked closely with the Winnebago County Specialty Courts as well as the Winnebago County probation and pretrial, The States attorneys and public defender's office to help their client's gain strong footing in a recovery lifestyle prior to their return to the community. Rosecrance also works with the Illinois State Opiate Response initiative to engage those clients in jail who have an opiate or stimulant use disorder to inform and enroll those interested in our Medication Assisted Treatment program that allows them to initiate needed medication while in the jail.

III. PROGRAM PROCESSES

a. Describe referral, intake and assessment process; include description of evidence-based practices used.

Referrals are made to the program through court orders from the 17th judicial circuit, from Winnebago probation officers, attorneys, Freedom Group, and through detainees submitting a request ticket to the jail. Once the referral is received a 1/2-time assessor, funded through the 1% contract, goes into the jail, and complete a multidisciplinary substance use disorder assessment according to requirements of Illinois SUPR 2060 licensure requirements, DSM5 and the American Society of Addiction Medicine (ASAM) patient placement criteria. We also complete a Rosecrance Suicide Risk assessment, using the Columbia Suicide Severity Rating Scale, at the time of assessment. The diagnosis and recommendations are subsequently reviewed by our medical director for appropriateness and approval, and shared with the courts or other referral sources, and are ready to begin treatment with us upon their return to the community.

b. Describe treatment, counseling, and case management. Be specific.

This program will work with the inmate prior to treatment to assess, diagnose and make treatment recommendations for when they are released. This position will provide case management services that include placement on the residential treatment waiting list if needed, obtaining collateral information to assist in making the appropriate diagnosis, resolution of biomedical obstacles, and connecting with other behavioral health needs.

This program will also be able to connect inmates with our State Opiate Response (SOR) grant to provide education and medication assisted therapies to those inmates with a history of opiate and stimulant abuse. We are able work with the courts to furlough inmates to come to Rosecrance and start an appropriate medication prior to their release from jail where they are at most risk of overdose.

c. Describe staff roles; include education, training, and licensure requirements.

These assessments are completed at the request of court order, probation, or attorney referral or through inmate self-referral. This position is staffed by an Illinois CADC licensed clinician, with 35 years' experience in the field. The CADC licensed clinician is required by IAODAPCA to complete 40 hours of training every 2 years in dimensions related to the treatment of substance use disorders. This position is funded at 1/2 their salary through the County 1% tax. The staff roles include the completion of a substance use disorder assessment, a suicide risk assessment, communication of recommendations and case management.

d. Describe program oversight and accountability.

The key performance indicators (KPI) for this program are tracked weekly, monthly, and annually through supervision, annual evaluations, and client satisfaction surveys. Client records are regularly reviewed to ensure quality of service and adherence to regulatory standards. Program KPI's include the number of assessments completed monthly and reported to Winnebago County quarterly.

IV. GOALS/PERFORMANCE MEASURES/STANDARDS

Instructions: Complete the blanks in table below using projected objectives for the funded year. Your data report will reflect these numbers. Please note that any change to objectives will need to be approved by Winnebago County Administration. *Must include number served for each service.*

<u>Objectives/Standards</u>	<u>Performance Measures</u>	<u>Projected</u>
Assess 100% of all in custody referrals for Substance Abuse Treatment	Number of assessments completed in the jail monthly	400 assessments annually
Connection to Medication Assisted Therapies	The monthly number of those diagnosed with opiate and stimulant use disorder linked to Medication Assisted Therapies prior to leaving the jail.	80% of those assessed with the appropriate diagnosis

V. CONTACT INFORMATION

CONTACTS
<p><u>Person Completing this Document</u> Name: Jim Noe Title: Director of Court Services Address: 2704 N. Main Street, Rockford Il. 61103 Telephone: 815-985-7161 Email: jnoe@rosecrance.org</p>
<p><u>Notices Contact (for Agreement)</u> Name: Carlene Cardosi Title: Regional President, Rosecrance inc. Address: 2704 N. Main Street, Rockford Il. 61103 Telephone: 888-928-0212 Email: ccardosi@rosecrance.org</p>
<p><u>Administrative Contact (Reports)</u> Name: Carlene Cardosi Title: Regional President, Rosecrance inc. Address: 2704 N. Main Street, Rockford Il. 61103 Telephone: 888-928-0212 Email: ccardosi@rosecrance.org</p>
<p><u>Program Contact</u> Name: Jim Noe Title: Director of Court Services Address: 2704 N. Main St. Rockford IL, 61103 Telephone: 815-985-7167 Email: jnoe@rosecrance.org</p>
<p><u>Payments Sent to:</u> Name: Teresa Baumgartner Title: VP of Finance Address: 1021 N. Mulford Rockford, IL. 61107 Telephone: 815-387-5626 Email: tbaumgartner@rosecrance.org</p>

EXHIBIT B



WINNEBAGO COUNTY
— ILLINOIS —

**Public Safety Sales Tax Alternative Funding
Budget Detail Worksheet and Narrative**

A. Personnel / Salary— List each position by title and name of employee, if available. Show the annual salary rate and the percentage of time to be devoted to the project. Compensation paid for employees engaged in grant activities must be consistent with that paid for similar work within the applicant organization.

Name/Position	Computation	Cost
James N / Program Director	\$100,573.20*10%	10,057.32
Johnny C / PT Assessor	\$59,394.82*50%	29,697.41
	TOTAL SALARY	\$ 39,754.73

SALARY NARRATIVE:

Program Director:

Position Purpose: Facilitate, coordinate and supervise all clinical components of the Jail Alternative program. Provide and monitor continuity of program services in an ethical, legal and moral manner within a safe and therapeutic environment, consistent with applicable regulatory and accreditation standards. Participate as a team member in the delivery of mental health treatment services to patients and their families and facilitate the issues of recovery into their daily living situations. 10% of the director's salary and related costs are allocated to this grant.

Patient Assessor/Sr Addictions Counselor (Patient Assessor):

Position Purpose: Participate as a team member in the delivery of addictions treatment services and assessments to clients and facilitate the issues of recovery into their daily living situations. Provide continuity of program services in an ethical, legal and moral manner within a safe and therapeutic environment, consistent with applicable regulatory and accreditation standards. Promote the treatment concepts and work cooperatively with all staff to implement treatment services.

B. Fringe Benefits—Fringe benefits should be based on actual known costs or an established formula. Fringe benefits are for the personnel listed in budget category (A) and for 100% time devoted to the project.

Name/Position	Computation	Cost
James N / Program Director	10,057.32*.28	2,816.05
Johnny C / PT Assessor	29,697.41*.28	8,315.27
TOTAL FRINGE		\$ 11,131.32

FRINGE NARRATIVE:

Total Fringe Benefits of 28% includes: Group Health/Dental/ Life 15.9%, 401K Match 2.0%, Retirement 1.6%, FICA/Workers Comp/Unemployment 8.3%, Other .2%

C. Travel -- Itemize travel expenses of project personnel by purpose (e.g., staff to training, field interviews, advisory group meeting, etc.). Indicate source of Travel Policies applied, Applicant or Federal Travel Regulations.

Purpose of Travel	Location	Item	Computation	Cost
TOTAL TRAVEL				\$ 0.00

TRAVEL NARRATIVE:

D. Supplies

Supply Item	Computation	Cost
TOTAL SUPPLIES		\$ 0.00

SUPPLY NARRATIVE:

--

E. Other Costs

Item	Computation	Cost
Indirect Costs	\$39,754.73*.2895	14,731.51
	TOTAL OTHER	\$ 14,731.51

OTHER COSTS NARRATIVE:

Rosecrance has a Federally Negotiated Indirect Cost Rate Agreement. Current overhead rate is 28.95%

Budget Category	Amount
A. Personnel	39,754.73
B. Fringe Benefits	11,131.32
C. Travel	0.00
D. Supplies	0.00
E. Other Costs	14,731.51
TOTAL PROJECT COSTS	\$ 65,617.56

UNFINISHED BUSINESS

NEW BUSINESS



Resolution Executive Summary

Prepared By: Marlana Dokken
Committee: Legislative & Lobbying Committee
Committee Date: January 3, 2024
Board Date: January 11, 2024
Resolution Title: Resolution Awarding State Lobbyist/Consulting Services

Was item budgeted? Yes	Appropriation Amount: N/A
If not, explain funding source:	
ORG/OBJ/Project Code: 12501-43190	Descriptor: County Board/Chairman

Background Information:

The County Board Office is interested in hiring a firm to provide State Lobbyist/Consulting Services. The Lobbyist will act in liaison with, and report activities to, County Administration. The Lobbyist will interact on behalf on the County’s interests with State legislative and executive branches of government. The goal is to maximize the County’s success in obtaining State funding and favorable legislation. County priorities includes economic development, public safety and public works.

The Purchasing Department issued a Request for Qualifications RFQ #23Q-2314 State Lobbyist/Consultant Services on October 13, 2023. The solicitation was posted nationwide on the DemandStar government bidding portal. There was a total of four submissions received, see Resolution Exhibit A. An evaluation committee was formed and all four firms participated in formal presentations.

Phelps Barry & Associates, LLC (PBA), was the firm deemed most advantageous to represent the County’s best interests in State lobbying.

Costs: The fee is a \$7,000 monthly retainer with no other costs or fees anticipated. The agreement services will begin effective January 15, 2024.

Recommendation: The Legislative and Lobbying Committee, recommends awarding an agreement to Phelps Barry & Associates, LLC (PBA).

Legal Review: State’s Attorney’s Office will review the agreement prior to execution.

Follow-Up: Purchasing Department will route the new agreement and award the RFQ.

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

Sponsored by: Jaime Salgado, Committee Chairman

Submitted by: Legislative & Lobbying Committee

2024 CR

RESOLUTION AWARDING STATE LOBBYIST/CONSULTING 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, the County of Winnebago, Illinois is in need of hiring a firm to coordinate the County's State lobbying efforts; and

WHEREAS, on October 13, 2023, the County issued a Request for Qualifications RFQ # 23Q-2314 for State Lobbyist/Consulting Services; and

WHEREAS, the Legislative & Lobbying Committee of the County Board for the County of Winnebago, Illinois has reviewed the RFQ Tab received for the aforementioned project and recommends awarding the contract as follows:

Phelps Barry and Associates, LLC
225 East Cook
Springfield, IL 62704
(See RFQ Tab - Resolution Exhibit A)

NOW, THEREFORE, BE IT RESOLVED, by the County Board of the County of Winnebago, Illinois that the Winnebago County Board Chairman is authorized to execute an agreement, subject to legal review, on behalf of the County of Winnebago, Illinois with PHELPS BARRY AND ASSOCIATES, LLC, 225 EAST COOK, SPRINGFIELD, IL, 62704.

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 the Chairman's Office of Criminal Justice Initiatives, Director of Purchasing, Board Office, Finance Director and County Auditor.

Respectfully Submitted,
LEGISLATIVE & LOBBYING COMMITTEE

AGREE

DISAGREE

JAIME SALGADO, CHAIRMAN

JAIME SALGADO, CHAIRMAN

PAUL ARENA

PAUL ARENA

AARON BOOKER

AARON BOOKER

VALERIE HANSERD

VALERIE HANSERD

TIM NABORS

TIM NABORS

JOHN PENNEY

JOHN PENNEY

JOHN F. SWEENEY

JOHN F. SWEENEY

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

ATTESTED BY:

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

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



WINNEBAGO COUNTY

— ILLINOIS —

REQUEST FOR QUALIFICATIONS TAB
STATE LOBBYIST/CONSULTANT SERVICES
RFQ – 23Q-2314 NOVEMBER 13, 2023

VENDOR	
Phelps Barry & Associates, LLC.	McGuire Woods Consulting
Public Sector/GOTB Consulting Team	LITE Strategies, LLC.

CONSULTING SERVICES AGREEMENT

County of Winnebago, Illinois (“Client”), with its business address at **404 Elm Street, Rockford, Illinois 61101** agrees to engage the services of **Phelps Barry & Associates, LLC (“PBA”)** with its business address at **225 East Cook, Springfield, Illinois, 62704** for the purposes of state-level governmental affairs consulting in the State of Illinois.

1. Term

The term of this agreement shall be effective from **January 15, 2024**, until **January 14, 2025**. Subject to (30) days written notice; this agreement may be terminated for any reason by either party. This agreement will automatically renew at the end of each term for a further term of one (1) year unless either party gives the other written notice of termination at least thirty (30) days prior to the end of the relevant term.

2. Consulting Services

(a) PBA agrees to exercise its best efforts to protect and promote the interests of Client before the General Assembly in the State of Illinois. PBA agrees to implement all services outlined in initial PBA proposal under Strategy/Tracking and Reporting as well as services to include, but not be limited to:

- (i) Keep Client apprised on a regular basis of legislation and regulatory activities now pending or proposed, or which may be proposed in the Illinois General Assembly or in any agency or department of the State of Illinois of interest to the Client.
- (ii) Provide Client with information and guidance as to the matters described in Subsection 2 (a) (i) and recommend appropriate action.
- (iii) In consultation with Client, undertake actions in furtherance of the interests of Client. These actions may include appearing and/or testifying at hearings with respect to matters proposed or pending before legislative, administrative, and/or executive governmental bodies.

(b) PBA will maintain close liaison and frequent communication with the Client through weekly emails to whomever the Client designates during session, and phone/ virtual calls determined by the Client designee and PBA. PBA has a contract with Hannah News Service for bill tracking purposes which PBA will tailor to track bills impacting the Client. PBA will send the custom bill list to the Client on a weekly basis.

3. Compensation

(a) Client will pay **PBA seven thousand dollars (\$7,000.00)** monthly for each month the agreement is in effect (initial 12 months with optional 12-month renewals), the first monthly payment on the effective date of the agreement and each payment thereafter on the 1st day of each month.

(b) Electronic invoices will be emailed the first of each month unless otherwise directed by Client. ~~W~~All payments shall be made pursuant to the Local Government Prompt Payment Act, 50 ILCS 505/1 *et seq.*

(c) The Client will pay all expenses and costs PBA incurs in the course of this representation. However, the Client will not be responsible for any charge unless it has previously approved the expense. Such expenses include, but are not limited to, travel, airfare, lodging, meals, parking, automobile rental, printing, and lobbyist registration fees for Client (if necessary). The Client shall reimburse PBA for all costs and expenses upon receipt of a detailed accounting.

4. Compliance with State and Federal Laws

The parties both have a policy to comply fully with the applicable federal, state, and local laws regulating consulting activities, and each agree to fully comply with all applicable laws, decrees, rules, regulations, orders, ordinances, actions, and requests of any federal, state, or local governmental or judicial body, agency, or official.

5. Confidentiality

PBA agrees not to disclose to any third party or use, except in connection with PBA's consulting services, or as may be consented to by the Client or otherwise required by law, any information obtained concerning the business and operations of the Client, as well as information developed by PBA in rendering services. Client agrees to identify any information which must be kept confidential.

6. Independent Contractor

PBA is and shall act as an independent contractor. Neither party will have the power to act for or bind the other party except as expressly provided. PBA shall collaborate with Client on the performance of services but shall assume sole responsibility for determining the manner and means of performance.

(a) Ineligible for Employee Benefits: PBA shall not be eligible for any benefit available to employees of Client.

(b) Payroll Taxes: No income, social security, state disability or other federal or state payroll tax will be deducted from payments made to PBA under this Agreement. PBA agrees to pay all state and federal taxes and other levies and charges due on account of monies paid to PBA.

7. Choice of Law

All rights and obligations arising under or related to this Agreement shall be governed by the laws of the State of Illinois.

8. Notice

Any notice or communication permitted or required by this Agreement shall be deemed effective when personally delivered or deposited, postage prepaid, in first class U.S. mail properly addressed to the appropriate party.

9. Miscellaneous

(a) This Agreement constitutes the full understanding of the parties of the obligations, responsibilities and risks between them and a complete and exclusive statement of the terms and conditions of their agreement and supersedes any and all prior agreements,

whether written or oral, between the parties. No amendment or extension of this Agreement shall be binding unless in writing and signed by both parties.

- (b) All provisions of this Agreement are severable and any provision which may be prohibited by law shall be ineffective to the extent of such prohibition without invalidating the remaining provisions.
- (c) By signing below, the undersigned confirms his or her authority to enter into this Agreement on behalf of and for the benefit of Client.

The parties have duly executed this Agreement as of the date below:

By John Patrick Barry
Phelps Barry & Associates, LLC
Partner

By _____
Joseph V. Chiarelli
Winnebago County Board Chairman

Date 01/10/2024

Date _____

ANNOUNCEMENTS & COMMUNICATIONS



WINNEBAGO COUNTY

— ILLINOIS —

Announcements & Communications

Date: January 11, 2024

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. Byron Station, Unit No. 1, Relief from the Requirements of the ASME Code (EPID L-2023-LLR-0049)
 - b. Byron Station, Unit Nos. 1 and 2-Exemption from Select Requirements of 10 CFR Part 73 (EPID L-2023-LLE-0027 [Security Notifications, Reports, and Recordkeeping and Suspicious Activity Reporting])
 - c. Braidwood Station, Units 1 and 2, and Byron Station, Unit Nos. 1 and 2-Issuance of Amendment Nos. 234, 234, 234, and 234 Regarding Adoption of TSTF-370 (EPID L-2023-LLA-0087)
 - d. Summary of December 11, 2023, Presubmittal Meeting between the U.S. Nuclear Regulatory Commission and Constellation Energy Generation, LLC, Regarding Deletion of Technical Specification 5.6.5.b.5 (EPIDCL-2023-LRM-0099)
 - e. Federal Register/Vol. 88, No. 246/Tuesday, December 26, 2023/Notices
 - f. Federal Register/Vol. 89, No. 1/Tuesday, January 2, 2024/Notices



WINNEBAGO COUNTY

— ILLINOIS —

2. County Clerk Gummow received from Theresa Grennan, Chief Deputy Winnebago County Treasurer the following:
 - a. Winnebago County Treasurer Bank Balances –November, 2023
 - b. Investment Report - as of December 1, 2023

**CLOSED SESSION TO
DISCUSS PENDING
LITIGATION**

Adjournment