FINANCE COMMITTEE AGENDA

Called by: John Butitta, Chairman **Members:** Paul Arena, Joe Hoffman, Keith McDonald, Jaime Salgado, John F. Sweeney, Christina Valdez DATE: THURSDAY, FEBRUARY 6, 2025 TIME: IMMEDIATELY FOLLOWING THE OPERATIONS AND ADMINISTRATIVE COMMITTEE MEETING AT 5:30 PM LOCATION: ROOM 303 COUNTY ADMINISTRATION BLDG 404 ELM STREET ROCKFORD, IL 61101

AGENDA:

- A. Call to Order
- B. Roll Call
- C. Approval of January 16, 2025 Minutes
- D. Public Comment This is the time we invite the public to address the Finance Committee with issues and concerns. We ask you to limit your comments to three minutes. Personal attacks or inappropriate language of any sort will not be tolerated. We will allow a maximum of five speakers on a first come basis with sign up at the meeting. Speakers may not address zoning matters which are pending before the ZBA, the Zoning Committee or the County Board. Personnel matters or pending or threatened litigation may not be addressed in open session. An individual may speak a maximum of three times per calendar year on the same topic. This prohibition shall include the repetition of the same topic in a statement on what is purported to be a different topic. After acknowledgement by the chair, please stand and state your name.
- E. Resolution Authorizing the Winnebago County Board Chairman to Execute a Contract for Transportation Services by and between the County of Winnebago, Illinois and Reagan Mass Transit District
- F. Resolution Authorizing the Winnebago County Board Chairman to Execute a Memorandum of Understanding for Rural Winnebago County Public Transportation (Program Compliance Oversight Monitor-PCOM) by and between the County of Winnebago, Illinois and Reagan Mass Transit District
- G. An Ordinance Establishing Civil Fees and Criminal and Traffic Assessments to be charged by the Clerk of the Circuit Court
- H. Road Project Discussion Carlos Molina, County Engineer
- I. Other Matters
- J. Adjournment

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

Thursday, January 16, 2025 Immediately following the Operations & Administrative Committee Meeting

Present:

John Butitta, Chairperson Jaime Salgado, Vice Chairperson Paul Arena Joe Hoffman Keith McDonald John F. Sweeney

Others Present:

Patrick Thompson, County Administrator
Steve Schultz, Chief Financial Officer
Lafakeria Vaughn, Civil Bureau Chief, State's Attorney's Office
Chris Dornbush, Chief Operations Officer
Theresa Grennan, Treasurer's Office
Dominic Barcellona, Retired Deputy Chief WCSO

Absent:

Christina Valdez

AGENDA:

- A. Call to Order
- B. Roll Call
- C. Approval of January 2, 2025 Minutes
- D. Public Comment This is the time we invite the public to address the Finance Committee with issues and concerns. We ask you to limit your comments to three minutes. Personal attacks or inappropriate language of any sort will not be tolerated. We will allow a maximum of five speakers on a first come basis with sign-up at the meeting. Speakers may not address zoning matters that are pending before the ZBA, the Zoning Committee or the County Board. Personnel matters or pending or threatened litigation may not be addressed in open session. An individual may speak a maximum of three times per calendar year on the same topic. This prohibition shall include the repetition of the same topic in a statement on what is purported to be a different topic. After acknowledgment by the Chairman, please stand and state your name. Thank you.
- E. Treasurer's Investment Report—Theresa Grennan
- F. FY24 Annual Financial Report Draft
- G. An Ordinance to Abate the 2016E Public Safety Sales Tax Alternate Bond Property Tax Levy for the Year 2024 Payable 2025
- H. An Ordinance to Abate the 2017C Tort Property Tax and Quarter Cent Sales Tax Alternate Bond Property Tax Levy for the Year 2024 Payable 2025
- I. An Ordinance Abating the Tax hereto Levied for the Year 2024 Payable 2025 to pay the Principal of and Interest on Taxable General Obligation Bonds (Alternate Revenue Source) Series 2018 of Winnebago County, Illinois
- J. An Ordinance to Abate the 2020A Alternate Bond Property Tax Levy for the Year 2024 Payable 2025
- K. An Ordinance to Abate the General Obligation Refunding Bonds (Alternate Revenue Source), Series 2021A Bond Property Tax Levy for the Year 2024 Payable 2025
- L. An Ordinance to Abate the General Obligation Refunding Bonds (Alternate Revenue Source), Series 2021B Bond Property Tax Levy for the Year 2024 Payable 2025

- M. An Ordinance to Abate the General Obligation Alternate Refunding Bonds (Public Safety Sales Tax Alternate Revenue Source), Series 2022 Bonds Property Tax Levy for the Year 2024 Payable 2025
- N. An Ordinance Abating Special Tax Roll for 2024 Levy Year for Properties within the Special Service Area for the I-39/Baxter Road County Water District Project
- O. An Ordinance Amending the Winnebago County Code to Provide for an Amendment to Eviction Fees and Process by the Sheriff's Office
- P. Other Matters
- Q. Adjournment

Call to Order

Chairperson Butitta called the meeting to order at 5:50 PM.

Roll Call

Chairperson Butitta yes, Mr. Arena yes, Mr. Hoffman yes, Mr. McDonald yes, Mr. Salgado yes, Mr. Sweeney yes.

Approval of January 2, 2025 Minutes

Motion: Chairperson Butitta. Second: Mr. Hoffman. Chairperson Butitta called for any discussion. The motion was passed by a unanimous voice vote.

Public Comment

Chairperson Butitta omitted reading the Public Comment Section of the Agenda due to no one present to speak.

Treasurer's Investment Report—Theresa Grennan

Chairperson Butitta congratulated Ms. Grennan on her appointment as Treasurer, effective January 31, 2025. Ms. Grennan presented the Treasurer's Investment Report to the committee members.

FY24 Annual Financial Report – Draft

Mr. Schultz reviewed the Draft FY24 Annual Financial Report with committee members and then called for questions and discussion.

• Discussion followed.

An Ordinance to Abate the 2016E Public Safety Sales Tax Alternate Bond Property Tax Levy for the Year 2024 Payable 2025

An Ordinance to Abate the 2017C Tort Property Tax and Quarter Cent Sales Tax Alternate Bond Property Tax Levy for the Year 2024 Payable 2025

An Ordinance Abating the Tax hereto Levied for the Year 2024 Payable 2025 to pay the Principal of and Interest on Taxable General Obligation Bonds (Alternate Revenue Source) Series 2018 of Winnebago County, Illinois

An Ordinance to Abate the 2020A Alternate Bond Property Tax Levy for the Year 2024 Payable 2025

An Ordinance to Abate the General Obligation Refunding Bonds (Alternate Revenue Source), Series 2021A Bond Property Tax Levy for the Year 2024 Payable 2025 An Ordinance to Abate the General Obligation Refunding Bonds (Alternate Revenue Source), Series 2021B Bond Property Tax Levy for the Year 2024 Payable 2025

An Ordinance to Abate the General Obligation Alternate Refunding Bonds (Public Safety Sales Tax Alternate Revenue Source), Series 2022 Bonds Property Tax Levy for the Year 2024 Payable 2025

An Ordinance Abating Special Tax Roll for 2024 Levy Year for Properties within the Special Service Area for the I-39/Baxter Road County Water District Project

Chairperson Butitta stated that he would group, without objection, Ordinance Abatements Items G., H., I., J., K., L., M., and N. together for a single vote and approval.

Chairman Butitta read aloud Ordinances G., H., I., J., K., L., M., and N. to the committee members.

Motion: Chairperson Butitta. Second: Mr. Salgado.

Chairperson Butitta called for any discussion.

• Discussion followed.

Chairperson Butitta called for any other discussion. The motion was passed by a unanimous voice vote.

An Ordinance Amending the Winnebago County Code to Provide for an Amendment to Eviction Fees and Process by the Sheriff's Office

Motion: Chairperson Butitta. Second: Mr. Arena. Chairperson Butitta called for any discussion.

• Discussion followed.

Chairperson Butitta called for any other discussion. The motion was passed by a unanimous voice vote.

Other Matters

• None reported.

Adjournment

Chairperson Butitta called for a motion to adjourn the meeting. Motion: Mr. Salgado. Second: Mr. Hoffman. The motion was passed by a unanimous voice vote.

Respectfully submitted,

Nancy Bleile Executive Assistant



Resolution Executive Summary

Committee Date: Thursday, February 6, 2025 Committee: Finance Prepared By: Chris Dornbush

Document Title: Resolution Authorizing The Winnebago County Board Chairman To Execute A Contract For Transportation Services By And Between The County Of Winnebago, Illinois And Reagan Mass Transit District

County Code:

Board Meeting Date: Thursday, February 13, 2025

Budget Information:

Was item budgeted? No	Appropriation Amount: \$
If not, explain funding source: Grant funded	
ORG - OBJ - Project Code:	Budget Impact: None - Budgeted

Background Information:

Winnebago County can participate in a Rural Winnebago County Public Transportation (RWCPT) Program to offer public transportation to citizens in the rural parts of Winnebago County. The Illinois Department of Transportation (IDOT) is involved with the program and assist with the financing of it through a grant that the County has been approved for. The grant would be inclusive of obtaining proper ADA compliant vehicles for public transportation. The County is seeking to partner with Reagan Mass Transit District (Reagan MTD) to be the operator of the program for the County, who would also carry the insurance. Residents would simply need to call and request a ride to Reagan MTD to facilitate the service.

Recommendation:

Winnebago County Administration supports offering public transportation services to the County citizens. The intent of offering this service is to make resources (appointments, shopping, etc.) more accessible to citizens that reside in rural parts of the County.

Contract/Agreement:

Yes, attached.

Legal Review:

Yes

Follow-Up:

Staff can follow-up with the Reagan Mass Transit District as requested by Committee or County Board.

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

SUBMITTED BY: FINANCE COMMITTEE

2025 CR _____

RESOLUTION AUTHORIZING THE WINNEBAGO COUNTY BOARD CHAIRMAN TO EXECUTE A CONTRACT FOR TRANSPORTATION SERVICES BY AND BETWEEN THE COUNTY OF WINNEBAGO, ILLINOIS AND REAGAN MASS TRANSIT DISTRICT

WHEREAS, the County of Winnebago, Illinois (hereinafter, "County") has an interest in providing transportation services for rural Winnebago County residents to enhance their access for resources within the County; and

WHEREAS, by the County providing a program, "Rural Winnebago County Public Transportation" (hereinafter, "RWCPT") for rural transportation connectivity, it will have a direct effect upon the health, general welfare of residents and the regional economy; and

WHEREAS, the Illinois Department of Transportation (hereinafter, "IDOT") offers grant program funding for rural transportation; inclusive of vehicles, and the County has been approved by IDOT as a recipient of these funds; and

WHEREAS, Reagan Mass Transit District (hereinafter, "Reagan MTD") are insured, experienced, and continue to operate this program in Dixon, Illinois for Ogle and Lee Counties, and Reagan MTD is seeking to partner with Winnebago County to be the operator of the program, RWCPT; and

NOW, THEREFORE BE IT RESOLVED, by the County Board of the County of Winnebago, Illinois that Joseph Chiarelli, the Winnebago County Board Chairman, is authorized and directed to, on behalf of the County of Winnebago, Illinois sign the necessary documents to enter into a contract with Reagan Mass Transit District to operate the Rural Winnebago County Public Transportation Program for Winnebago County, Illinois, attached hereto as **Exhibit A**.

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

BE IT FURTHER RESOLVED, that the Clerk of the County Board is hereby authorized to prepare and deliver a certified copy of this Resolution to the Winnebago County Chief Operating Officer, County Chief Financial Officer, County Chief Strategic Officer, County Administrator, the County Auditor, and the County Finance Director.

Respectfully submitted, **Finance Committee**

AGREE

DISAGREE

JOHN BUTITTA, CHAIR	JOHN BUTITTA, CHAIR
JAIME SALGADO, VICE CHAIR	JAIME SALGADO, VICE CHAIR
PAUL ARENA	PAUL ARENA
Joe Hoffman	JOE HOFFMAN
KEITH MCDONALD	KEITH MCDONALD
JOHN SWEENEY	JOHN SWEENEY
CHRISTINA VALDEZ	CHRISTINA VALDEZ
The above and foregoing Resolution was a	dopted by the County Board of the County of
Winnebago, Illinois this day of	2025.

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

EXHIBIT A



Contract for Transportation Services

This Contract for Transportation Services (Contract) is entered into this _____ day of ______, 2025, by and between **Reagan MTD (Reagan MTD)** and the **County of Winnebago, Illinois** (County) Administrator of the 5311 Grant for Rural Winnebago County Public Transportation services. Reagan MTD and County are collectively referred to herein as "Parties" or individually as a "Party".

WHEREAS, Reagan MTD has an interest in the provision of transportation services to the general public in rural Winnebago County, Illinois; and

WHEREAS, the County Board of Winnebago County, Illinois has approved and designated Reagan MTD as the rural transit system Administrator for Rural Winnebago County Public Transportation (RWCPT); and

WHEREAS, the Illinois Department of Transportation (IDOT) has agreed to allow current Executive Director of Reagan MTD (Greg Gates) to be the Program Compliance and Oversight Monitor (PCOM) for the County and who has six (6) years of PCOM experience; and

NOW, THEREFORE, IT IS MUTUALLY AGREED by the County and Reagan MTD as follows:

A. <u>PURPOSE</u>

- 1. The purpose of this contract is to arrange for public transit services under the support of the designated public transit system.
 - a. Funding for the RWCPT is received from the Formula Grants for Rural Areas program through the Illinois Department of Transportation (IDOT), with the County serving as the grantee for the funding. RWCPT is a contracted service of the County.
 - b. IDOT is the pass-through-entity of funding from the U.S. Department of Transportation, CFDA #20.509. Funding for RWCPT is provided via the following funding sources:
 - i. Federal Transit Administration (FTA) 5311 Program (\$207,864); and
 - ii. IDOT Downstate Operating Assistance Program (DOAP) (\$798,728).
 - c. IDOT reimburses RWCPT based on actual services provided; it is expressly acknowledged hereunder that all payments to **Reagan MTD** are contingent upon funding being released to RWCPT by IDOT. If payment from IDOT is delayed for purposes beyond the control of RWCPT, payment will be distributed to **Reagan MTD** as soon as reasonably practicable after the time funds are made available by IDOT.
 - As a recipient of State and Federal funds, Reagan MTD agrees to abide by the most current applicable Certifications and Assurances of the U.S.
 Department of Transportation. Reagan MTD agrees to provide the County

with an authorized (signed original) of the most current applicable Certifications and Assurances within thirty (30) days of execution of this contract.

- e. The County has agreed to hire as PCOM for the RWCPT, the current Reagan MTD Executive Director. This hire is with concurrence by IDOT, and competition of a state sponsored PCOM training. The PCOM has sole responsibility for:
 - i. Monitoring the compliance practices of its operator;
 - ii. Monitoring compliance with applicable Federal and State requirements;
 - iii. Reviewing operator audit reports;
 - iv. Conducting periodic on-site inspections of Reagan MTD's operations and services, including programmatic, financial, and vehicle as it relates to public transportation provided pursuant to this contract; and
 - v. All oversight obligations on both parties in all FTA and IDOT contract agreements regarding 5311 and Downstate Operating Assistance Program.
- Contractual Scope: Time Period being for Reagan MTD Fiscal Year 2025 (July 1, 2024 – June 30, 2026) the following scope outlines Reagan MTD's role in the RWCPT:
 - Vehicles used in system: Three (3) 5311 Vehicles owned by the County.
 - Covered and insured by Reagan MTD
 - Operational Role: Employment of all necessary Transit Drivers and Dispatch, as well as use of other vehicles owned directly by Reagan MTD as necessary to provide the services hereunder.
 - Regular attendance at Human Services Transportation Program, Region 1 meetings.
 - Will report in-person to the appropriate Winnebago County Board Committee from time to time, but no less than once a year regarding operations and status of the program.

B. TIME FRAME

1. The contract period for this agreement shall begin on ______, 2025, and continue through June 30th, 2026. Any extension or renewal of this contract shall be in writing and mutually agreed upon by both parties.

C. DESCRIPTION OF SERVICES

- 1. All transit services will be provided in vehicles open to the public without discrimination and no denial of service will occur without approval by the County and/or its designee.
- Service shall be daily demand-responsive transportation within Winnebago County. Special request designations may occur if they are considered an eligible transportation expense per IDOT and FTA requirements along with prior approval from the RWCPT Executive Director and/or its designee.
- 3. Additional passenger transportation services may be provided on an incidental basis with mutual written approval of the County and/or its designee.
- 4. Except on holidays, transit services shall be provided Monday through Friday between the hours of 6:00 AM 5:00 PM within Winnebago County.

Deviations from the days and hours of service or designated service area must be approved in writing by the RWCPT Executive Director and/or their designee.

- 5. The following RWCPT recognized holidays:
 - Fourth of July (July 4, 2025)
 - Labor Day (September 1, 2025)
 - Thanksgiving Day (November 27, 2025)
 - Friday After Thanksgiving (November 28, 2025)
 - Christmas Eve (December 24, 2025)
 - Christmas Day (December 25, 2025)
 - New Year's Eve (December 31, 2025)
 - New Year's Day (January 1, 2026)
 - Good Friday (April 17, 2026)
 - Memorial Day (May 25, 2026)
- 6. Vehicles utilized in public transit service, regardless of procurement funding source (i.e.: FTA 5310, etc.) and including all uses of vehicles provided by RWCPT, shall be insured with the following coverage:
 - Commercial Auto Liability combined single limit of \$1,000,000.
 - Uninsured and Underinsured motorist \$1,000,000
 - The County must be added as an additional Insured Party to the Providers Policy.
 - Proof of this coverage (certificate) shall be provided to the County by July 1, 2025 or within thirty (30) days of the start of the contract.

D. VEHICLE RESPONSIBILITIES

- 1. Vehicles supplied by the County shall be subject to rotation with other vehicles in the transit fleet based on service need.
- 2. Maintaining vehicles (5311) supplied for provision of service under this contract shall be the responsibility of Reagan MTD including the purchase of parts for repairs. The County and **Reagan MTD** agree that vehicles are to be kept in safe and presentable condition and meet all manufacture and IDOT regulations for preventative maintenance.
- 3. It is the responsibility of **Reagan MTD** to maintain mileage records of all County owned vehicles to ensure preventive maintenance inspections are scheduled on a timely basis as required pursuant to this contract.
- 4. Vehicles used for provision of transit services under this contract shall be insured by Reagan MTD to the levels described in C6. A certificate of insurance documenting this coverage and acknowledging (by name) the County as an insured entity in the policy is required and will be provided to the County within thirty (30) days of the start of the contract. In addition, the County requests it is named on the agency umbrella policy, if procured. The insurance coverage must be primary and not non-contributory. Such insurance shall not be cancelled without at least thirty (30) days written notice to the County.

E. OPERATIONS RESPONSIBILITIES

 Drivers and Dispatchers for all transit services provided under this contract shall be employed by **Reagan MTD**. Drivers of vehicles with a capacity of sixteen (16) or more passengers shall be required to have and maintain a State of Illinois Commercial Driver's License (CDL) with appropriate endorsements (i.e.: passenger, air brakes, etc.) including a DOT Medical Card, as required.

- 2. Dispatch and administration of **Reagan MTD** agree to utilize TripMaster (product of Foxstar/CTS) for the purpose of scheduling rides, developing routes, and compiling monthly data reports.
- 3. **Reagan MTD** shall establish a drug and alcohol testing program conforming to 49 CFR Part 655 per the FTA. **Reagan MTD** shall require any transit service Operators to also have a testing program conforming to such requirements. No person may perform any safety sensitive functions without first being subject to testing under this program. A copy of **Reagan MTD's** drug and alcohol testing policy shall be provided to the County within thirty (30) days of the start of this contract. If changes are made to the policy during FY 2025, a copy of the revised document will be promptly provided to the County. Notwithstanding the foregoing, RWCPT reserves the right, in its discretion and upon reasonable advance notice to the County, to require **Reagan MTD** to utilize the RWCPT Drug and Alcohol policy to ensure consistent compliance with IDOT and FTA standards.
- 4. **Reagan MTD** shall conform to training requirements set forth by RWCPT from time to time and be responsible for performing all training requirements along with maintaining physical copies of documentation associated with training and retraining efforts. RWCPT reserves the right to hold specialized training in which all Drivers must attend upon administrative request.
 - i. Regular trainings required of Dispatch, Drivers and Administrative staff include:
 - 1. Reasonable Suspicion, Drug and Alcohol / Midwest Truckers
 - 2. Defensive Driving / RTAC
 - 3. Emergency Procedures / RTAC
 - 4. Passenger Assistance /RTAC
 - 5. Winter Driving / FTA
- 5. Employee training documentation may be inspected by RWCPT for compliance at any time upon reasonable request.
- 6. All vehicle operations will be aligned with IDOT regulations.

F. OTHER PROVIDER RESPONSIBILITIES

- 1. Reagan MTD shall serve as an independent contractor.
- Reagan MTD shall maintain accounting and records for all services rendered and ensure all persons responsible for project funds, including passenger revenues, are bonded to levels appropriate for the amounts of funds handled. A copy of the bond insurance of Reagan MTD will be provided to the County within thirty (30) days of the start of this contract.
- 3. **Reagan MTD** shall provide the County with monthly expenses in addition to the comprehensive quarterly reports of services rendered during the appropriate time frame. These reports shall be provided to the County by the 10th business day of the end of the previous month or quarter, respectively, and include the following information:
 - i. Total Number of Rides Separated by:
 - Passengers
 - Escorts
 - County
 - ii. Total Number of Miles Operated Separated by:
 - Revenue
 - Non-Revenue
 - County

- iii. Total Number of Hours Operated Separated by:
 - Revenue
 - Non-Revenue
 - County
- iv. Total Number of Trip Denials Separated by Purpose
- v. Total Number of Complaints Received
- vi. Total Number of Accidents
 - Preventable
 - Non-Preventable
- vii. Revenues Received from Passengers and all other Sources relevant to Public Transportation.
- viii. Local Match paid to the County.
- 4. An annual report of services rendered during the entire fiscal year will be provided by **Reagan MTD** to the County by the 10th business day of the end of FY 2025. Should additional time be required to complete the collection of this report information **Reagan MTD** will communicate with the Executive Director of RWCPT and request additional time.
- 5. **Reagan MTD** shall provide a copy of its most recent fiscal year audit to the County within thirty (30) days of the start of this contract. Should **Reagan MTD** be unable to provide a fiscal year audit by the designated date, an extension approval from the County (and/or its designee) must be obtained.
- 6. **Reagan MTD** shall permit inspection of its vehicles, services, books, and records to the County, IDOT, or the FTA upon the request of RWCPT or its designee.
- 7. **Reagan MTD** shall accept all risk and indemnify and hold the County harmless for all losses, damages, claims, demands, liabilities, lawsuits, or proceedings, including court costs, reasonable attorney and witness fees relating to loss or damage of property or to injury or death of any person (collectively, "Claims") arising out of the acts or omissions of the County, its employees or agents pursuant to this contract.
- 8. The County shall accept all risk and indemnify and hold **Reagan MTD** harmless for all losses, damages, claims, demands, liabilities, lawsuits, or proceedings, including court costs, reasonable attorney and witness fees relating to loss or damage of property or to injury or death of any person (collectively, "Claims") arising out of the acts or omissions of RWCPT or its employees or agents pursuant to this contract.
- 9. Notwithstanding anything to the contrary in this Agreement, the indemnification obligations of each party hereunder shall not apply to any Claims arising out of or resulting from, in whole or in part, such party's or its employees' or agents' gross negligence or willful misconduct.
- 10. **Reagan MTD** shall promptly notify the County and/or its designee in the event of any unavoidable interruption or delay in service.
- 11. **Reagan MTD** shall notify the County and/or its designee of any incidents relating to passengers serviced under this contract. RWCPT will share information regarding passengers with **Reagan MTD** and other provider organizations.
- 12. **Reagan MTD** shall comply with all applicable state and federal laws, including, but not limited to, FTA charter rule, equal employment opportunity laws, nondiscrimination laws, traffic laws, motor vehicles equipment laws, confidentiality laws and Freedom of Information Act (FOIA) laws.
- 13. Reagan MTD shall comply with all Federal clauses stated in the master

agreement with the County and the IDOT.

- G. WINNEBAGO COUNTY/RWCPT RESPONSIBILITIES
 - 1. As the grantee with IDOT, the County, in collaboration with **Reagan MTD**, shall seek operational subsidies, as needed, for public transit services under the terms identified in this contract.
 - 2. The PCOM, on behalf of the County shall prepare and submit all required State and Federal reports in the appropriate time and fashion based on information supplied by **Reagan MTD**, other contractors, and its own records.
 - 3. **Reagan MTD** will perform the routing and scheduling of transit services in compliance with State and Federal guidelines to sufficiently meet the needs of the Winnebago County service area.

H. COMPENSATION

- 1. Fully allocated operating costs for services under this contract will be total reimbursement of allowable expenditures based upon partial operational expenses reimbursed by 5311 funding and the remaining expenses reimbursed by Downstate Operating Assistance Program (DOAP), less project income (revenue), if any.
- 2. After the 5311-contractual amount for the County has been exhausted, additional expenses will be paid out of DOAP with additional gaps in funding covered by local match, when and if needed. In the event all grant money is expended, the RWCPT system will use local match funding to cover remaining expenses.
- 3. All passenger revenue shall be applied to the costs of transportation services prior to application of federal transit funding and be considered to have expanded the level of services compared to what would be available without such resources.

I. <u>REPORTING</u>

- In addition to the reporting requirements identified in F3, at the end of each month, Reagan MTD shall furnish the County with the following information on the identified requisition forms. Similarly, at the completion of a fiscal quarter, Reagan MTD shall furnish the following information using the IDOT Quarterly Requisition forms concerning public transportation services provided during the most recently completed quarter. This information shall be submitted to the County by the 10th business day of the month following the close of the quarter. The information requested is:
 - Expenses
 - Revenues
 - Total number of rides (by county of origin)
 - Total number of public service miles (by county of origin)
 - Total number of service hours (by county of origin)

*This information is required by the IDOT and the County for compliance with requisition filing and reporting and proper reimbursement for services.

2. The following items shall be reported to the County on an on-going basis:

 Accidents involving a vehicle used in the RWCPT system. Reagan MTD shall notify the County and/or its designee of any preventable and/or nonpreventable accident that occurs at any time regardless of vehicle ownership. Additionally, Reagan MTD will contact the identified Drug and Alcohol Consortium (Midwest Truckers Association) to determine if a drug and alcohol test will need to be performed. Should a test be required, it will need to be conducted within two (2) hours of the accident occurring.

- A copy of all documentation associated with the accident shall be provided to the County. This should include a detailed accident report, police report, post-accident drug testing decision form, and any photo or video media associated with the event.
- Incidents involving passengers carried under this contract.
- Cancellations or significant delays in services provided under this contract.
- When, and as warranted, the County and/or its designee will provide notification to Reagan MTD information on incidents impacting the system.

J. ENTIRE AGREEMENT

1. This contract contains the entire agreement between **Reagan MTD** and the County. There are no other agreements or understandings, written or verbal, which shall take precedence over the items contained herein unless made a part of this contract by amendment procedure.

K. <u>AMENDMENTS</u>

 Any changes to this contract must be in writing and mutually agreed upon by Reagan MTD and the County. Changes may also require concurrence of the IDOT, Division of Public and Intermodal.

L. TERMINATION

1. Either party, through written notice to the other party, may initiate termination of this contract at least thirty (30) days prior to the date of termination.

M. SAVING CLAUSE

 Should any provision of this contract be deemed unenforceable by a court of law, all other provisions shall remain in effect. Any and all legal issues shall be addressed in the 17th Judicial Circuit Court.

N. FARES SCHEDULE

1. **Reagan MTD** agrees to utilize the fares schedule implemented by the County, as the same may be amended from time to time, for purposes of charging all passengers/customers who utilize the services provided by it hereunder. The County will provide advance notice to **Reagan MTD** of any changes to the fee schedule during the term hereof.

ADOPTED BY THE PARTIES AS WITNESSED AND DATED BELOW, SUBJECT TO THE CONCURRENCE OF THE ILLINOIS DEPARTMENT OF TRANSPORTATION. (If concurrence from another funding agency is also needed, that information may be added.)

EXECUTED _____ DAY OF _____, 2025.

Greg Gates Executive Director Reagan Mass Transit District Joseph V. Chiarelli Chairman of the County Board of the County of Winnebago, Illinois

ATTEST:

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



Resolution Executive Summary

Committee Date: Thursday, February 6, 2025 Committee: Finance Prepared By: Chris Dornbush

Document Title:Resolution Authorizing The Winnebago County Board Chairman To Execute
A Memorandum Of Understanding For Rural Winnebago County Public
Transportation (Program Compliance Oversight Monitor-PCOM) By And
Between The County Of Winnebago, Illinois And Reagan Mass Transit
District

County Code:

Board Meeting Date: Thursday, February 13, 2025

Budget Information:

Was item budgeted? No	Appropriation Amount: \$720 per month
If not, explain funding source: Grant funded	
ORG - OBJ - Project Code:	Budget Impact: None - Budgeted

Background Information:

Winnebago County is looking to participate in a Rural Winnebago County Public Transportation (RWCPT) Program to offer public transportation to citizens in the rural parts of Winnebago County. As part of the program, the state agency affiliated with it, Illinois Department of Transportation (IDOT) have certain requirements regarding specific reporting at designated periods of time. The individual who is responsible to report to IDOT for the program is referred to as the, "Program Compliance Oversight Monitor" (PCOM). The Executive Director for Reagan Mass Transit District, the partnering agency, is sought to be hired as an independent contractor for the County's PCOM position. This position is to be paid \$720 per month due to the workload, his experience and ability to comply with the requirements of the program.

Recommendation:

Winnebago County Administration supports offering public transportation services to the County citizens. By offering this service there is monthly reporting requirements and the Executive Director of Reagan MTD has the experience and ability to process it to IDOT as the PCOM on behalf of the County.

Contract/Agreement:

Yes, attached.

Legal Review:

Yes

Follow-Up:

Staff can follow-up with the PCOM as requested by Committee or County Board.

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

SUBMITTED BY: FINANCE COMMITTEE

2025 CR _____

RESOLUTION AUTHORIZING THE WINNEBAGO COUNTY BOARD CHAIRMAN TO EXECUTE A MEMORANDUM OF UNDERSTANDING FOR RURAL WINNEBAGO COUNTY PUBLIC TRANSPORTATION (PROGRAM COMPLIANCE OVERSIGHT MONITOR-PCOM) BY AND BETWEEN THE COUNTY OF WINNEBAGO, ILLINOIS AND REAGAN MASS TRANSIT DISTRICT

WHEREAS, the County of Winnebago, Illinois (hereinafter, "County") is seeking to provide transportation services for rural Winnebago County residents to enhance their access for resources within the County; and

WHEREAS, the County is partnering with Reagan Mass Transit District (hereinafter, "Reagan MTD") to be the operator of the "Rural Winnebago County Public Transportation" (hereinafter, "RWCPT") program; and

WHEREAS, the RWCPT is an Illinois Department of Transportation (hereinafter, "IDOT") initiative for Illinois counties and by participating in the program certain requirements must be met; and

WHEREAS, the County and its designated Program Compliance Oversight Monitor (hereinafter, "PCOM") will need to comply with reporting standards set forth in the program; and

WHEREAS, the current Reagan MTD Executive Director, Greg Gates, has the experience, knowledge, and ability to fill the role of the PCOM on behalf of the County as required by program; and

NOW THEREFORE, BE IT RESOLVED, by the County Board of the County of Winnebago, Illinois that the County of Winnebago, Illinois hereby authorizes the Executive Director of Reagan Mass Transit District (hereinafter, "Reagan MTD"), to be the Program Compliance Oversight Monitor (hereinafter, "PCOM") for the Rural Winnebago County Public Transportation (hereinafter, "RWCPT") program, as attached hereto as **Exhibit A**, "Memorandum of Understanding for Rural Winnebago County Public Transportation PCOM" (Reagan Mass Transit District).

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

BE IT FURTHER RESOLVED, that the Clerk of the County Board is hereby authorized to prepare and deliver a certified copy of this Resolution to the Winnebago County Chief Operating Officer, County Chief Financial Officer, County Chief Strategic Officer, County Administrator, the County Auditor, and the County Finance Director.

Respectfully submitted,

Finance Committee	
AGREE	DISAGREE
JOHN BUTITTA, CHAIR	JOHN BUTITTA, CHAIR
JAIME SALGADO, VICE CHAIR	JAIME SALGADO, VICE CHAIR
PAUL ARENA	PAUL ARENA
JOE HOFFMAN	JOE HOFFMAN
KEITH MCDONALD	KEITH MCDONALD
JOHN SWEENEY	JOHN SWEENEY
CHRISTINA VALDEZ	CHRISTINA VALDEZ
The above and foregoing Resolution	on was adopted by the County Board of the County of

The above and foregoing Resolution was adopted by the County Board of the County of Winnebago, Illinois this _____day of _____2025.

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

<u>Memorandum of Understanding for</u> <u>Rural Winnebago County Public Transportation PCOM</u>

This Memorandum of Understanding (MOU) is being made between Reagan Mass Transit District ("Reagan MTD"), and the County of Winnebago, Illinois ("Grantee"), for Rural Winnebago County Public Transportation ("RWCPT"). Reagan MTD and Grantee are collectively referred to herein as "Parties" or individually as a "Party".

- I. The Parties agree that Reagan MTD's current Executive Director, Greg Gates, shall serve as the Program Compliance Oversight Monitor ("PCOM") for this contracted service to be provided to the Grantee.
- II. The Parties agree their relationship is that of an independent contractor for the position of PCOM. The defined period of time for this MOU will be for the period of July 1, 2024 – June 30, 2026.
- III. Reagan MTD, through the PCOM agrees to provide the following services for the Grantee as required by the Illinois Department of Transportation ("IDOT"), Office of Intermodal Project Implementation:
 - a. General Program Knowledge The PCOM shall possess proficiency in area including but not limited to:
 - i. Relevant federal and state program's purpose and funding; and
 - ii. State and federal public transportation capital and operating grant requirements.
 - b. Service Coordination and Management Plan The PCOM shall develop and update, as needed, a Service Coordination and Management Plan ("SCMP") that is approved in writing by the IDOT. In the SCMP, the PCOM shall provide the following:
 - i. A list of all the public and specialized transportation service providers, Human Service Transportation Plan Coordinators, and Stakeholders with the Grantees territorial boundaries;
 - ii. The methodology in which the Grantee shall ensure public transportation service planning, design, and operation, is open, transparent, and coordinated to the maximum extent possible;
 - iii. An explanation of the Grantee's and its operator(s) public transportation complaint process and procedures; and
 - iv. Any additional information requested by the IDOT.
 - c. Monitoring The PCOM shall monitor and analyze the following:
 - i. The level of performance of the public transportation service being provided by the Grantee and/or operator(s) within the Grantees territorial boundaries. The PCOM should monitor the following measures: hours of service, days of service, number of vehicles, revenue vehicle hours, revenue vehicle miles, system expenses and revenues, ridership, trip denials, revenue hours, miles per vehicle, and cost per trip/mile/hour.
 - ii. The utilization condition, and maintenance of Project Facilities, as needed.
 - iii. All service contracts associated with the project, including any service territorial boundaries. For the service contracts, the PCOM shall monitor revenues received and the number of trips provided. The PCOM shall ensure all service contract collected by the Grantee and/or its operators is properly accounted for, and reimbursements are reconciled with the Public Transportation Account ("PTA") and the end of each fiscal year.

<u>Memorandum of Understanding for</u> <u>Rural Winnebago County Public Transportation PCOM</u>

- d. Complaint Procedures The PCOM shall document, investigate (if necessary), and resolve to the extent practicable all complaints regarding all public transportation provided by the Grantee and/or its operators.
- e. Program Reviews The PCOM shall assist in any and all of the IDOT's program reviews and audits of the Grantee and its operators and attend all meetings between Grantee and the IDOT, Office of Intermodal Project Implementation.
- f. Training The PCOM shall, at minimum, attend any relevant local and regional public transportation coordination meeting such as Human Services Transportation Plan ("HSTP") and any other additional training sessions identified by the IDOT.
- g. Public Transportation Account On forms provided by the IDOT, the PCOM shall monitor the PTA by identifying tracking deposits and withdrawals, the interest earned, and the balance in the account.
- h. Reporting The PCOM shall submit quarterly written reports to the Grantee and to the IDOT quarterly. The report shall contain the following information:
 - i. A summary of all public transportation service coordination meetings, initiates, and activities undertaken by the Grantee and its operators;
 - ii. A summary and analysis of the activities monitors pursuant to reporting with recommendations and time frames to correct any problems identified. For the service contracts in addition to the items being monitored, the PCOM shall also provide a list of all service contracts and the Grantee's effort to obtain additional service contracts;
 - iii. A summary and analysis of Public Transportation complaints and if applicable, the satisfaction of any entity received service from the Grantee or its operators pursuant to a service contract, as well as recommendations and time frames to correct any problems;
 - iv. For the annual reporting to the IDOT, and accounting of all PTA transactions during the fiscal year and the amount of funds in the PTA to be carried over for future public transportation operating expenses; and
 - v. Any additional information requested by the IDOT.
- IV. Termination
 - a. At the end of the time period of this MOU, Reagan MTD can exit with no recourse for Grantee OR enter into a new MOU with Grantee.
 - b. Grantee retains the right to terminate this MOU with Reagan MTD, provided a 30-day written notice is given.
 - c. Reagan MTD retains the right to terminate this MOU with Grantee, provided a 30-day written notice is given.
- V. Payment Terms
 - a. Grantee agrees to pay Reagan MTD for the PCOM's services provided in Section III, and any additional tasks required by the IDOT in the amount of seven hundred and twenty dollars (\$720.00) per month.
 - a. Reagan MTD shall provide an invoice on a monthly basis to the Grantee and all payments shall be subject to the Illinois Local Government Prompt Payment Act, 50 ILCS 505/1 et seq.

(The signatures of the parties appear on the following page).

Greg Gates Executive Director of Reagan Mass Transit District (Reagan MTD)	Date
Joseph V. Chiarelli,	Date
Chairman of the County Board of the	
of the County of Winnebago, Illinois	
ATTEST:	
ATTEST:	
Lori Gummow	Date
Clerk of the County of Board	
of the County of Winnebago, Illinois	



Ordinance Executive Summary

Prepared By:	Tom Klein, Circuit Clerk
Committee:	Finance Committee
Committee Date:	February 6, 2025
Resolution Title:	An Ordinance Establishing Civil Fees and Criminal and Traffic Assessments to be charged by the Clerk of the Circuit Court
County Code:	Winnebago County Ordinance
Board Meeting Date: February 13, 2025	

Budget Information:

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

Background Information:

Chapter 34, Article I, of the Winnebago County Code of Ordinances and Ordinance No. 2022 CO 002, approved by the County Board on January 13, 2022, currently set forth the fees authorized by the County Board to be charged in both civil and criminal cases in Winnebago County.

Recommendation:

The Office of the Circuit Clerk is recommending the approval of the following resolution, due to a request made by Chief Judge John Lowry.

Contract/Agreement:

See Attachment

Legal Review:

Yes - it was completed and court recommendations incorporated into the ordinance.

Follow-Up:

Circuit Clerk will make necessary programming changes to FullCourt Enterprise.

SPONSORED BY: JOHN BUTITTA

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

SUBMITTED BY: FINANCE COMMITTEE

2025 СО _____

AN ORDINANCE ESTABLISHING CIVIL FEES AND CRIMINAL AND TRAFFIC ASSESSMENTS TO BE CHARGED BY THE CLERK OF THE CIRCUIT COURT

WHEREAS, Chapter 34, Article I, of the Winnebago County Code of Ordinances and Ordinance No. 2022 CO 002, approved by the County Board on January 13, 2022, currently set forth the fees authorized by the County Board to be charged in both civil and criminal cases in Winnebago County; and

WHEREAS, the Illinois General Assembly passed comprehensive legislation in 2018, which completely overhauls the criminal, traffic and civil fee structures in the circuit courts throughout the State of Illinois; and

WHEREAS, the purpose of the legislation was to consolidate fees into unified schedules for all counties, to realign fees to be constitutional, and to provide for fee waivers for lowincome individuals; and

WHEREAS, effective July 1, 2019, Section 27.1b of the Clerks of Courts Act, 705 ILCS 105/27.1b, sets out the fees to be charged in all counties in the State of Illinois by the Clerks of the Circuit Court for the filing of pleadings and for other services provided by the Clerks in civil cases; and

WHEREAS, Section 27.1b of the Clerks of Courts Act creates four schedules for civil filing fees, three schedules for civil appearance fees, and establishes various other fees that Clerks of the Circuit Court are authorized to assess in civil cases, all of which are generally classified as "not to exceed" amounts; and

WHEREAS, Section 27.1b provides that, unless otherwise specified, the amount of the fees shall be determined by ordinance or resolution of the county board and remitted to the county treasurer to be used for purposes related to the operation of the court system in the county; and

WHEREAS, effective July 1, 2019, the newly-adopted Criminal and Traffic Assessment Act, 705 ILCS 105/135 *et seq.*, sets out minimum fines to be levied and assessments to be charged in criminal and traffic cases by the Clerks of the Circuit Court in all counties in the State of Illinois; and

WHEREAS, Sections 15-5 through 15-65 of the Criminal and Traffic Assessment Act establish thirteen (13) assessment schedules for various criminal, traffic, conservation and non-traffic offenses, and for each schedule the County's portion of the assessment is specifically listed; and

WHEREAS, Sections 15-5 through 15-65 break down how the assessment amounts are to be distributed to various County funds, if those funds are in existence; otherwise, the amounts designated for funds that are not in existence are to be placed in the County's general fund for purposes related to operation of the court system in the County.

NOW THEREFORE, BE IT ORDAINED by the County Board for the County of Winnebago, Illinois, that Sections 34-1, 34-2, 34-3, 34-4, 34-7, 34-10, 34-11, 34-12, and 34-34 as contained in Chapter 34, Article I, of the Winnebago County Code of Ordinances, and Ordinance No. 2014 CO 033 and 2019 CO 056 are hereby repealed in their entireties and replaced with the following:

Sec. 34 – 1. Civil Fees and Criminal Assessments.

Civil fees shall meet the requirements of Section 27.1b of the Clerks of Courts Act, 705 ILCS 105/27.1b, Section 15-1504.1 of the Code of Civil Procedure, 735 ILCS 5/15-1504.1, Supreme Court Rule 99.1, and 17th Judicial Circuit Court Local Rule 2.14. Criminal assessments shall meet the requirements of the Criminal and Traffic Assessment Act, 705 ILCS 105/135 *et seq*.

Sec. 34 - 2. Civil Fees.

- A. Fees in civil matters shall be assessed and distributed as set forth herein, in compliance with Section 27.1b of the Clerks of Courts Act, 705 ILCS 105/27.1b, Section 15-1504.1 of the Code of Civil Procedure, 735 ILCS 5/15-1504.1, Illinois Supreme Court Rule 99.1, and 17th Judicial Circuit Local Rule 2.14.
- B. The fees for filing a complaint, petition or other pleading initiating a civil action shall be as set forth in the schedules below in accordance with case categories established by the Illinois Supreme Court:
 - 1. SCHEDULE 1: \$342.00 (plus additional filing fees for foreclosure cases, as set forth in subsection (e) below) to be divided as follows:
 - a. \$45.00 to be retained by the Clerk of the Circuit Court and deposited as follows:
 - (1) Court Automation Fund \$20.00
 - (2) Court Document Storage Fund \$20.00
 - (3) Circuit Court Clerk Operation and Administrative Fund \$5.00
 - b. \$19.00 to be remitted to the State Treasurer and deposited as follows:
 - (1) Mandatory Arbitration Fund \$8.00
 - (2) Access to Justice Fund \$2.00

- (3) Supreme Court Special Purposes Fund \$9.00
- c. \$250.00 to be remitted to the County Treasurer and deposited as follows:
 - (1) General Fund (Circuit Clerk) \$180.00
 - (2) C.A.S.A. \$3.00
 - (3) Court Security Fund \$40.00
 - (4) Neutral Site Exchange \$14.00
 - (5) Children's Waiting Room Fund \$13.00
- d. \$28.00 to be remitted to the County Treasurer and deposited as follows:
 - (1) Neutral Site Exchange \$8.00
 - (2) Law Library Fund \$20.00
- e. The following additional filing fees shall be assessed on residential foreclosure cases only.
 - (1) First Tier Residential Foreclosure Cases \$150.00 to be divided as follows:
 - (a) \$150.00 to be remitted to the County Treasurer and distributed as follows:
 - i. Foreclosure Mediation Fee Fund \$150.00
 - (2) Second Tier Residential Foreclosure Cases \$150.00 to be divided as follows:
 - (a) \$150.00 to be remitted to the County Treasurer and distributed as follows:
 - i. Foreclosure Mediation Fee Fund \$150.00
 - (3) Third Tier Residential Foreclosure Cases \$150.00 to be divided as follows:
 - (a) \$150.00 to be remitted to the County Treasurer and distributed as follows:
 - i. Foreclosure Mediation Fee Fund \$150.00
- 2. SCHEDULE 2: \$292.00 to be divided as follows:
 - a. \$45.00 to be retained by the Clerk of the Circuit Court and deposited as follows:
 - (1) Court Automation Fund \$20.00
 - (2) Court Document Storage Fund \$20.00
 - (3) Circuit Court Clerk Operation and Administrative Fund \$5.00
 - b. \$19.00 to be remitted to the State Treasurer and distributed as follows:
 - (1) Mandatory Arbitration Fund \$8.00
 - (2) Access to Justice Fund \$2.00
 - (3) Supreme Court Special Purposes Fund \$9.00

- c. \$200.00 to be remitted to the County Treasurer and distributed as follows:
 - (1) General Fund (Circuit Clerk) \$130.00
 - (2) C.A.S.A. \$3.00
 - (3) Court Security Fund \$40.00
 - (4) Neutral Site Exchange \$14.00
 - (5) Children's Waiting Room Fund \$13.00
- d. \$28.00 to be remitted to the County Treasurer and deposited as follows:
 - (1) Neutral Site Exchange \$8.00
 - (2) Law Library Fund \$20.00
- 3. SCHEDULE 3: \$117.00 to be divided as follows:
 - a. \$22.00 to be retained by the Clerk of the Circuit Court and deposited as follows:
 - (1) Court Automation Fund \$10.00
 - (2) Court Document Storage Fund \$10.00
 - (3) Circuit Court Clerk Operation and Administrative Fund \$2.00
 - b. \$11.00 to be remitted to the State Treasurer and distributed as follows:
 - (1) Access to Justice Fund \$2.00
 - (2) Supreme Court Special Purposes Fund \$9.00
 - c. \$56.00 to be remitted to the County Treasurer and distributed as follows:
 - (1) General Fund (Circuit Clerk) \$28.00
 - (2) C.A.S.A. \$0.00
 - (3) Court Security Fund \$10.00
 - (4) Neutral Site Exchange \$8.00
 - (5) Children's Waiting Room Fund \$10.00
 - d. \$28.00 to be remitted to the County Treasurer and deposited as follows:
 - (1) Neutral Site Exchange \$8.00
 - (2) Law Library Fund \$20.00
- 4. SCHEDULE 4: \$0.00
- * Exception: Beginning December 1, 2022, the (MR) Review of Administrative Proceedings case type for filing a complaint, petition or other pleading initiating a civil action will be filed as a Schedule 3 filing. Appearances within the (MR) Review of Administrative Proceedings case type will be filed as a Schedule 2 filing.
- C. The fees for filing an appearance in a civil action shall be as set forth in the schedules below in accordance with case categories established by the Illinois Supreme Court:

- 1. SCHEDULE 1: \$217.00 to be divided as follows:
 - a. \$45.00 to be retained by the Clerk of the Circuit Court and distributed as follows:
 - (1) Court Automation Fund \$20.00
 - (2) Court Document Storage Fund \$20.00
 - (3) Circuit Court Clerk Operation and Administrative Fund \$5.00
 - b. \$19.00 to be remitted to the State Treasurer and distributed as follows:
 - (1) Mandatory Arbitration Fund \$8.00
 - (2) Access to Justice Fund \$2.00
 - (3) Supreme Court Special Purposes Fund \$9.00
 - c. \$125.00 to be remitted to the County Treasurer and distributed as follows:
 - (1) General Fund (Circuit Clerk) \$61.00
 - (2) C.A.S.A. \$3.00
 - (3) Court Security Fund \$36.00
 - (4) Neutral Site Exchange \$12.00
 - (5) Children's Waiting Room Fund \$13.00
 - d. \$28.00 to be remitted to the County Treasurer and deposited as follows:
 - (1) Neutral Site Exchange \$8.00
 - (2) Law Library Fund \$20.00
- 3. SCHEDULE 2: \$137.00 to be divided as follows:
 - a. \$10.00 to be retained by the Clerk of the Circuit Court and distributed as follows:
 - (1) Court Automation Fund \$5.00
 - (2) Court Document Storage Fund \$5.00
 - (3) Circuit Court Clerk Operation and Administrative Fund \$0.00
 - b. \$9.00 to be remitted to the State Treasurer and distributed as follows:
 - (1) Supreme Court Special Purposes Fund \$9.00
 - c. \$90.00 to be remitted to the County Treasurer and distributed as follows:
 - (1) General Fund (Circuit Clerk) \$40.00
 - (2) C.A.S.A. \$3.00
 - (3) Court Security Fund \$25.00
 - (4) Neutral Site Exchange \$12.00
 - (5) Children's Waiting Room Fund \$10.00
 - d. \$28.00 to be remitted to the County Treasurer and deposited as follows:
 - (1) Neutral Site Exchange \$8.00
 - (2) Law Library Fund \$20.00

- D. The fees for filing a counterclaim or third party complaint in a civil action shall be as set forth in the schedules below in accordance with case categories established by the Illinois Supreme Court:
 - 1. SCHEDULE 1: \$125.00 to be divided as follows:
 - a. \$125.00 to be remitted to the County Treasurer and deposited as follows:
 - (1) General Fund (Circuit Clerk) \$121.00
 - (2) Court Security Fund \$4.00
 - 2. SCHEDULE 2: \$155.00 to be divided as follows:
 - a. \$35.00 to be retained by the Clerk of the Circuit Court and deposited as follows:
 - (1) Court Automation Fund \$15.00
 - (2) Court Document Storage Fund \$15.00
 - (3) Circuit Court Clerk Operation and Administrative Fund \$5.00
 - b. \$10.00 to be remitted to the State Treasurer and distributed as follows:
 - (1) Mandatory Arbitration Fund \$8.00
 - (2) Access to Justice Fund \$2.00
 - c. \$110.00 to be remitted to the County Treasurer and distributed as follows:
 - (1) General Fund (Circuit Clerk) \$92.00
 - (2) Court Security Fund \$15.00
 - (3) Children's Waiting Room Fund \$3.00
- E. Except as otherwise specifically provided, the following miscellaneous fees are to be deposited in the County General Fund to be used for purposes related to the operation of the court system in the County:

1. Alias summons or citation:	\$5.00
2. Jury services:	\$212.50
3. Change of venue:	\$40.00
4. Petition to vacate or modify:a. If filed within 30 days:b. If filed after 30 days:c. Notice sent to Secretary of State:	\$50.00 \$75.00 \$40.00
5. Appeals preparation:a. If record is 100 pages or less:b. If record is between 100 and 200 pages:c. If record is 200 pages or more:	\$50.00 \$100.00 Add'1 fee of \$0.25 per page

6. Garnishment, wage deduction, and citation proceedings:

a.	Amount in controversy \$1,000 or less:	\$15.00
1.	A manual in a sufficiency substantian them \$1,000	

b.	Amount in controversy greater than \$1,000	
	and not more than \$5,000:	\$30.00
		¢50.00

- c. Amount in controversy greater than \$5,000: \$50.00
- 7. Collections:
 - a. All collections (except State and County and maintenance and child support cases): 2.5% of the amount collected and turned over
 - b. In child support and maintenance cases: \$36 annually to be deposited in the Child Support Maintenance Fund
 - c. Certifications to Secretary of State pursuant to Section 7-703 of the Family Financial Responsibility Law: \$5.00
 - d. In proceedings to foreclose a delinquent real estate tax lien the State's Attorney shall receive a fee of 10% of the total amount realized from the sale of real estate sold in the proceedings
- 8. Mailing: \$10.00 plus the cost of postage
- 9. For each certified copy of a judgment, following the first copy: \$10.00
- 10. Certification, authentication, and reproduction:
 - a. Each certification or authentication for taking acknowledgement of a deed or other instrument in writing with the seal of office: \$6.00
 - b. Reproduction of any document contained in the Clerk's files:
 - (1) \$2.00 for the first page
 - (2) \$0.50 per page for the next 19 pages
 - (3) \$0.25 per page for all additional pages
- 11. For each record search, within a division or municipal district: \$6.00 for each year searched
- 12. For each page of hard copy print output, when case records are maintained on an automated medium: \$6.00
- 13. Performing a marriage in court: \$10.00
- 14. For filing each deed of voluntary assignment: \$20.00; for recording a deed of voluntary assignment: \$0.50 for each 100 words
- 15. Expungement petition: \$60.00 and an additional fee of \$4.00 for each certified copy of an order to expunge arrest records

16. Probate filings:

- a. For each account (other than one final account) filed in the estate of a decedent or ward: \$25.00
- b. Filing a claim:
 - (1) Amount claimed greater than \$150 and not more than \$500: \$25.00
 - (2) Amount claimed greater than \$500 and not more than \$10,000: \$40.00
 - (3) Amount claimed greater than \$10,000: \$60.00
- c. For filing a claim, petition, or supplemental proceeding based upon an action seeking equitable relief: \$60.00
- d. For a jury demand: \$137.50
- e. For each certified copy of letters of office, of court orders or other certifications: \$2.00 per page
- f. For each exemplification: \$2.00 plus the fee for certification
- 17. For correction of the case number, case title, or attorney computer identification number, if required by rule of court, on any document filed in the Clerk's Office: \$25.00
- F. Unpaid Fees.
 - 1. Unless a court ordered payment schedule is implemented or the fee requirements of this Section are waived by court order, the Clerk is authorized to add to any unpaid fees and costs a delinquency amount equal to 15% of the unpaid fees that remain unpaid after 90 days.
 - 2. Delinquency amounts collected pursuant to this provision shall be deposited into the Circuit Court Clerk Operation and Administrative Fund to defray additional administrative costs incurred by the Clerk in collecting unpaid fees and costs.

Sec. 34 – 3. Criminal Assessments.

- A. Assessments shall be imposed in criminal, traffic, conservation and non-traffic matters in accordance with the schedules set forth in the Criminal and Traffic Assessment Act, 705 ILCS 135/1-5 *et seq.*, and shall be distributed as set forth herein.
- B. Schedules:
 - 1. SCHEDULE 1: Generic Felony Offenses
 - a. The Clerk shall collect \$549.00 and remit as follows:
 - (1) \$354.00 to the County Treasurer who shall deposit the money as follows:
 - (a) \$20.00 to the Court Automation Fund
 - (b) \$20.00 to the Court Document Storage Fund
 - (c) \$5.00 to the Circuit Court Clerk Operation and Administrative Fund

- (d) \$255.00 to the County General Fund to be distributed as follows:
 - i. General Fund (Circuit Clerk): \$185.00
 - ii. Court Security Fund: \$50.00
 - iii. Children's Waiting Room Fund: \$5.00
 - iv. Specialty Courts: \$15.00
- (e) \$10.00 to the Child Advocacy Center Fund
- (f) \$2.00 to the State's Attorney Records Automation Fund
- (g) \$2.00 to the Public Defender Records Automation Fund
- (h) \$20.00 to the County Jail Medical Costs Fund
- (i) \$20.00 to the Probation and Court Services Fund
- (2) \$195.00 to the State Treasurer

2. SCHEDULE 2: Felony DUI Offenses

- a. The Clerk shall collect \$1,709.00 and remit as follows:
 - (1) \$399.00 to the County Treasurer who shall deposit the money as follows:
 - (a) \$20.00 to the Court Automation Fund
 - (b) \$20.00 to the Court Document Storage Fund
 - (c) \$5.00 to the Circuit Court Clerk Operation and Administrative Fund
 - (d) \$300.00 to the County General Fund to be distributed as follows:
 - i. General Fund (Circuit Clerk): \$230.00
 - ii. Court Security Fund: \$50.00
 - iii. Children's Waiting Room Fund: \$5.00
 - iv. Specialty Courts: \$15.00
 - (e) \$10.00 to the Child Advocacy Center Fund
 - (f) \$2.00 to the State's Attorney Records Automation Fund
 - (g) \$2.00 to the Public Defender Records Automation Fund
 - (h) \$20.00 to the County Jail Medical Costs Fund
 - (i) \$20.00 to the Probation and Court Services Fund
 - (2) \$1,110.00 to the State Treasurer
 - (3) \$200.00 to the treasurer of the unit of local government of the arresting agency

3. SCHEDULE 3: Felony Drug Offenses

- a. The Clerk shall collect \$2,215.00 and remit as follows:
 - (1) \$354.00 to the County Treasurer who shall deposit the money as follows:
 - (a) \$20.00 to the Court Automation Fund
 - (b) \$20.00 to the Court Document Storage Fund
 - (c) \$5.00 to the Circuit Court Clerk Operation and Administrative Fund
 - (d) \$255.00 to the County General Fund to be distributed as follows:
 - i. General Fund (Circuit Clerk): \$185.00
 - ii. Court Security Fund: \$50.00
 - iii. Children's Waiting Room Fund: \$5.00
 - iv. Specialty Courts: \$15.00
 - (e) \$10.00 to the Child Advocacy Center Fund
 - (f) \$2.00 to the State's Attorney Records Automation Fund
 - (g) \$2.00 to the Public Defender Records Automation Fund
 - (h) \$20.00 to the County Jail Medical Costs Fund
 - (i) \$20.00 to the Probation and Court Services Fund
 - (2) \$1,861.00 to the State Treasurer
- 4. SCHEDULE 4: Felony Sex Offenses
 - a. The Clerk shall collect \$1,314.00 and remit as follows:
 - (1) \$354.00 to the County Treasurer who shall deposit the money as follows:
 - (a) \$20.00 to the Court Automation Fund
 - (b) \$20.00 to the Court Document Storage Fund
 - (c) \$5.00 to the Circuit Court Clerk Operation and Administrative Fund
 - (d) \$255.00 to the County General Fund to be distributed as follows:
 - i. General Fund (Circuit Clerk): \$185.00
 - ii. Court Security Fund: \$50.00
 - iii. Children's Waiting Room Fund: \$5.00
 - iv. Specialty Courts: \$15.00
 - (e) \$10.00 to the Child Advocacy Center Fund
 - (f) \$2.00 to the State's Attorney Records Automation Fund
 - (g) \$2.00 to the Public Defender Records Automation Fund
 - (h) \$20.00 to the County Jail Medical Costs Fund
 - (i) \$20.00 to the Probation and Court Services Fund
 - (2) \$960.00 to the State Treasurer

5. SCHEDULE 5: Generic Misdemeanor Offenses

- a. The Clerk shall collect \$439.00 and remit as follows:
 - (1) \$282.00 to the County Treasurer who shall deposit the money as follows:
 - (a) \$20.00 to the Court Automation Fund
 - (b) \$20.00 to the Court Document Storage Fund
 - (c) \$5.00 to the Circuit Court Clerk Operation and Administrative Fund
 - (d) \$8.00 to the Circuit Court Clerk Electronic Citation Fund
 - (e) \$185.00 to the County General Fund to be distributed as follows
 - i. General Fund (Circuit Clerk): \$115.00
 - ii. Court Security Fund: \$50.00
 - iii. Children's Waiting Room Fund: \$5.00
 - iv. Specialty Courts: \$15.00
 - (f) \$10.00 to the Child Advocacy Center Fund
 - (g) \$2.00 to the State's Attorney Records Automation Fund
 - (h) \$2.00 to the Public Defender Records Automation Fund
 - (i) \$10.00 to the County Jail Medical Costs Fund
 - (j) \$20.00 to the Probation and Court Services Fund
 - (2) \$155.00 to the State Treasurer
 - (3) \$2.00 to the treasurer of the unit of local government of the arresting agency
- 6. SCHEDULE 6: Misdemeanor DUI Offenses
 - a. The Clerk shall collect \$1,381.00 and remit as follows:
 - (1) \$322.00 to the County Treasurer who shall deposit the money as follows:
 - (a) \$20.00 to the Court Automation Fund
 - (b) \$20.00 to the Court Document Storage Fund
 - (c) \$5.00 to the Circuit Court Clerk Operation and Administrative Fund
 - (d) \$8.00 to the Circuit Court Clerk Electronic Citation Fund
 - (e) \$225.00 to the County General Fund to be distributed as follows:
 - i. General Fund (Circuit Clerk): \$155.00
 - ii. Court Security Fund: \$50.00
 - iii. Children's Waiting Room Fund: \$5.00
 - iv. Specialty Courts: \$15.00
 - (f) \$10.00 to the Child Advocacy Center Fund

- (g) \$2.00 to the State's Attorney Records Automation Fund
- (h) \$2.00 to the Public Defender Records Automation Fund
- (i) \$10.00 to the County Jail Medical Costs Fund
- (j) \$20.00 to the Probation and Court Services Fund
- (2) \$707.00 to the State Treasurer
- (3) \$352.00 to the treasurer of the unit of local government of the arresting agency
- 7. SCHEDULE 7: Misdemeanor Drug Offenses
 - a. The Clerk shall collect \$905.00 and remit as follows:
 - (1) \$282.00 to the County Treasurer who shall deposit the money as follows:
 - (a) \$20.00 to the Court Automation Fund
 - (b) \$20.00 to the Court Document Storage Fund
 - (c) \$5.00 to the Circuit Court Clerk Operation and Administrative Fund
 - (d) \$8.00 to the Circuit Court Clerk Electronic Citation Fund
 - (e) \$185.00 to the County General Fund to be distributed as follows:
 - i. General Fund (Circuit Clerk): \$115.00
 - ii. Court Security Fund: \$50.00
 - iii. Children's Waiting Room Fund: \$5.00
 - iv. Specialty Courts: \$15.00
 - (f) \$10.00 to the Child Advocacy Center Fund
 - (g) \$2.00 to the State's Attorney Records Automation Fund
 - (h) \$2.00 to the Public Defender Records Automation Fund
 - (i) \$10.00 to the County Jail Medical Costs Fund
 - (j) \$20.00 to the Probation and Court Services Fund
 - (2) \$621.00 to the State Treasurer
 - (3) \$2.00 to the treasurer of the unit of local government of the arresting agency
- 8. SCHEDULE 8: Misdemeanor Sex Offenses
 - a. The Clerk shall collect \$1,184.00 and remit as follows:
 - (1) \$282.00 to the County Treasurer who shall deposit the money as follows:
 - (a) \$20.00 to the Court Automation Fund
 - (b) \$20.00 to the Court Document Storage Fund
 - (c) \$5.00 to the Circuit Court Clerk Operation and Administrative Fund

- (d) \$8.00 to the Circuit Court Clerk Electronic Citation Fund
- (e) \$185.00 to the County General Fund to be distributed as follows:
 - i. General Fund (Circuit Clerk): \$115.00
 - ii. Court Security Fund: \$50.00
 - iii. Children's Waiting Room Fund: \$5.00
 - iv. Specialty Courts: \$15.00
- (f) \$10.00 to the Child Advocacy Center Fund
- (g) \$2.00 to the State's Attorney Records Automation Fund
- (h) \$2.00 to the Public Defender Records Automation Fund
- (i) \$10.00 to the County Jail Medical Costs Fund
- (j) \$20.00 to the Probation and Court Services Fund
- (2) \$900.00 to the State Treasurer
- (3) \$2.00 to the treasurer of the unit of local government of the arresting agency
- 9. SCHEDULE 9: Major Traffic Offenses
 - a. The Clerk shall collect \$325.00 and remit as follows:
 - (1) \$203.00 to the County Treasurer who shall deposit the money as follows:
 - (a) \$20.00 to the Court Automation Fund
 - (b) \$20.00 to the Court Document Storage Fund
 - (c) \$5.00 to the Circuit Court Clerk Operation and Administrative Fund
 - (d) \$8.00 to the Circuit Court Clerk Electronic Citation Fund
 - (e) \$150.00 to the County General Fund to be distributed as follows:
 - i. General Fund (Circuit Clerk): \$80.00
 - ii. Court Security Fund: \$50.00
 - iii. Children's Waiting Room Fund: \$5.00
 - iv. Specialty Courts: \$15.00
 - (2) \$97.00 to the State Treasurer
 - (3) \$25.00 to the treasurer of the unit of local government of the arresting agency

10. SCHEDULE 10: Minor Traffic Offenses

- a. The Clerk shall collect \$226.00 and remit as follows:
 - (1) \$168.00 to the County Treasurer who shall deposit the money as follows:
 - (a) \$20.00 to the Court Automation Fund
 - (b) \$20.00 to the Court Document Storage Fund

- (c) \$5.00 to the Circuit Court Clerk Operation and Administrative Fund
- (d) \$8.00 to the Circuit Court Clerk Electronic Citation Fund
- (e) \$115.00 to the County General Fund to be distributed as follows:
 - i. General Fund (Circuit Clerk): \$60.00
 - ii. Court Security Fund: \$50.00
 - iii. Children's Waiting Room Fund: \$2.00
 - iv. Specialty Courts: \$3.00
- (2) \$46.00 to the State Treasurer
- (3) \$12.00 to the treasurer of the unit of local government of the arresting agency
- 11. SCHEDULE 10.5: Truck Weight and Load Offenses
 - a. The Clerk shall collect \$260.00 and remit as follows:
 - (1) \$168.00 to the County Treasurer who shall deposit the money as follows:
 - (a) \$20.00 to the Court Automation Fund
 - (b) \$20.00 to the Court Document Storage Fund
 - (c) \$5.00 to the Circuit Court Clerk Operation and Administrative Fund
 - (d) \$8.00 to the Circuit Court Clerk Electronic Citation Fund
 - (e) \$115.00 to the County General Fund to be distributed as follows:
 - i. General Fund (Circuit Clerk): \$105.00
 - ii. Court Security Fund: \$10.00
 - (2) \$92.00 to the State Treasurer
- 12. SCHEDULE 11: Conservation Offenses

(e)

- a. The Clerk shall collect \$195.00 and remit as follows:
 - (1) \$168.00 to the County Treasurer who shall deposit the money as follows:
 - (a) \$20.00 to the Court Automation Fund
 - (b) \$20.00 to the Court Document Storage Fund
 - (c) \$5.00 to the Circuit Court Clerk Operation and Administrative Fund
 - (d) \$8.00 to the Circuit Court Clerk Electronic Citation Fund
 - \$115.00 to the County General Fund to be distributed as follows:
 - i. General Fund (Circuit Clerk): \$105.00
 - ii. Court Security Fund: \$10.00

- (2) \$25.00 to the State Treasurer
- (3) \$2.00 to the treasurer of the unit of local government of the arresting agency
- b. SCHEDULE 12: Dispositions under Supreme Court Rule 529 (No Court Appearance Required Traffic Offenses) The Clerk shall collect \$164.00 and remit as follows:
 - (1) \$100.00 to the County Treasurer who shall deposit the money as follows:
 - (a) \$20.00 to the Court Automation Fund
 - (b) \$20.00 to the Court Document Storage Fund
 - (c) \$5.00 to the Circuit Court Clerk Operation and Administrative Fund
 - (d) \$8.00 to the Circuit Court Clerk Electronic Citation Fund
 - (e) \$47.00 to the County General Fund to be distributed as follows:
 - i. General Fund (Circuit Clerk): \$37.00
 - ii. Court Security Fund: \$10.00
 - (2) \$14.00 to the State Treasurer
 - (3) \$50.00 to the treasurer of the unit of local government of the arresting agency
- 13. SCHEDULE 13: Petty Offense, Business Offense, or Non-Traffic Ordinance Violation
 - a. The Clerk shall collect \$100.00 and remit as follows:
 - (1) \$75.00 to the County Treasurer who shall deposit the money as follows:
 - (a) \$20.00 to the Court Automation Fund
 - (b) \$20.00 to the Court Document Storage Fund
 - (c) \$5.00 to the Circuit Court Clerk Operation and Administrative Fund
 - (d) \$8.00 to the Circuit Court Clerk Electronic Citation Fund
 - (e) \$22.00 to the County General Fund to be distributed as follows:
 - i. General Fund (Circuit Clerk): \$12.00
 - ii. Court Security Fund: \$10.00
 - (2) \$25.00 to the treasurer of the unit of local government of the arresting agency

- C. Unpaid Assessments.
 - 1. Unless a court ordered payment schedule is implemented or the assessment requirements of this Section are waived by court order, the Clerk is authorized to add to any unpaid assessments a delinquency amount equal to 15% of the unpaid assessments that remain unpaid after 90 days. Delinquency amounts collected pursuant to this provision shall be deposited into the Circuit Court Clerk Operation and Administrative Fund to defray additional administrative costs incurred by the Clerk in collecting unpaid assessments.

BE IT FURTHER ORDAINED, that this Ordinance shall be effective on March 1, 2025.

BE IT FURTHER ORDAINED, that the Clerk of the County Board is hereby authorized and directed to prepare and deliver certified copies of this Ordinance to the Clerk of the Circuit Court, the Chief Judge of the Seventeenth Judicial Circuit, and the Winnebago County Bar Association.

Respectfully Submitted, **FINANCE COMMITTEE**

AGREE	DISAGREE
John Butitta, Chair	John Butitta, Chair
JAIME SALGADO, VICE CHAIR	Jaime Salgado, Vice Chair
PAUL ARENA	PAUL ARENA
JOE HOFFMAN	Joe Hoffman
KEITH MCDONALD	Keith McDonald
John F. Sweeney	John F. Sweeney
Christina Valdez	Christina Valdez
The above and foregoing Ordinance was adopted	by the County Board of the County of
Winnebago, Illinois thisday of	2025.
	JOSEPH V. CHIARELLI

ATTESTED BY:

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

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

Road Project Discussion – Carlos Molina, County Engineer