



WINNEBAGO COUNTY

— ILLINOIS —

AGENDA

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

Thursday, February 13, 2025
6:00 p.m.

1. **Call to Order** Chairman Joseph Chiarelli
2. **Invocation and Pledge of Allegiance**.....Board Member John Sweeney
3. **Agenda Announcements**..... Chairman Joseph Chiarelli
4. **Roll Call**.....Clerk Lori Gummow
5. **Awards, Presentations, Public Hearings and Public Participation**
 - A. Awards – None
 - B. Presentations – None
 - C. Public Hearings – None
 - D. Public Participation – Nancy Edwardsen, Scrutinize issue of Election Systems and Software Voting Machines, Con
6. **Approval of Minutes**..... Chairman Joseph Chiarelli
 - A. Approval of January 9, 2025 minutes
 - B. Layover of January 23, 2025 minutes
7. **Consent Agenda**..... Chairman Joseph Chiarelli
 - A. Raffle Report
 - B. Auditor’s Report
8. **Appointments (Per County Board rules, Board Chairman appointments shall lay over until the second board meeting after they are first introduced)**
 - A. River Bluff Board of Directors, Annual Compensation: None
 1. Lowell Ingram (New Reappointment), Machesney Park, Illinois, to fill the remainder of a 4-year term (Trent Brass) expiring January 2027
9. **Reports of Standing Committees**.....Chairman Joseph Chiarelli

- A. Finance Committee.....**John Butitta, Committee Chairman**
 - 1. Committee Report
 - 2. An Ordinance Establishing Civil Fees and Criminal and Traffic Assessments to be charged by the Clerk of the Circuit Court to be Laid Over

- B. Zoning Committee..... **Jim Webster, Committee Chairman**
 Planning and/or Zoning Requests:
 - 1. Committee Report

- C. Economic Development Committee **John Sweeney, Committee Chairman**
 - 1. Committee Report
 - 2. Resolution Authorizing a Modification to the Intergovernmental Cooperation Agreement Between the County of Winnebago and the Village of New Milford for the Extension of Watermain on Baxter Road Between I-39 and Harrisville Road

- D. Operations and Administrative Committee **Keith McDonald, Committee Chairman**
 - 1. Committee Report
 - 2. Resolution to Award Mail-In Ballot Services

- E. Public Works Committee..... **Dave Tassoni, Committee Chairman**
 - 1. Committee Report

- F. Public Safety and Judiciary Committee.....**Brad Lindmark, Committee Chairman**
 - 1. Committee Report
 - 2. Resolution Authorizing the Chairman of the County Board to Execute an Accreditation Contract with the American Correctional Association (ACA) to be Laid Over
 - 3. Resolution Authorizing the Chairman of the County Board to Execute an Intergovernmental Agreement with the City of South Beloit Fire Department for Fire and EMS Dispatch Services to be Laid Over
 - 4. Resolution Authorizing the Chairman of the County Board to Execute an Intergovernmental Agreement with Win-Bur-Sew Fire Protection District for Fire and EMS Dispatch Services to be Laid Over
 - 5. Resolution to Award Annual Maintenance Agreement for X-Ray Scanners to be Laid Over
 - 6. Resolution Awarding a Veterinarian Services Agreement Between Winnebago County Animal Services and Shelter Vet-On-The-Go, PLLC to be Laid Over

- G. Legislative and Lobbying Committee.....**Jaime Salgado, Committee Chairman**
 - 1. Committee Report

- 10. Unfinished BusinessChairman Joseph Chiarelli**

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

- 12. Announcements & CommunicationsClerk Lori Gummow**

A. Correspondence (see packet)

13. AdjournmentChairman Joseph Chiarelli

Next Meeting: Thursday, February 27, 2025

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

Approval of Minutes

**REGULAR ADJOURNED MEETING
WINNEBAGO COUNTY BOARD
JANUARY 9, 2025**

1. Chairman Chiarelli Called to Order the Regular Adjourned Meeting of the Winnebago County Board for Thursday, January 9, 2025 at 6:00 p.m.
2. Board Member Salgado 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, Fellars, Goral, Hanserd, Hoffman, Lindmark, McCarthy, McDonald, Nabors, Salgado, Sweeney, Tassoni, M. Thompson, R. Thompson, Valdez, and Webster were present.) (Board Members Penney and Scrol were absent.)

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

Board Member Penney was unable to attend due to technical difficulties.

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

5. Awards - None
- Presentations- Introduction of Roy Garcia, Winnebago County Emergency Services Disaster Agency Coordinator.
- Public Hearings - None
- Public Participation – Raymond Richmond, VAC, Con

Daniel Larson, Emergency Services Power and Repeater Network, Pro

Chairman Chiarelli recognized the passing of former President Carter and former Representative Ron Wait with a moment of silence.

APPROVAL OF MINUTES

6. Chairman Chiarelli entertained a motion to approve the Minutes. Board Member R. Thompson made a motion to approve County Board Minutes of November 26, 2024 and layover County Board Minutes of December 5, 2024 and December 12, 2024, seconded by Board Member M.

Thompson. Motion was approved by a unanimous vote of all members present. (Board Members Penney and Scrol were absent.)

CONSENT AGENDA

7. Chairman Chiarelli entertained a motion to approve the Consent Agenda for January 9, 2025. Board Member Valdez made a motion to approve the Consent Agenda which includes the Raffle Report and Auditor's Report, seconded by Board Member Hanserd. Motion was approved by a unanimous vote of all members present. (Board Members Penney and Scrol were absent.)

APPOINTMENTS

8. **Appointments (Per County Board rules, Board Chairman Appointments shall lay over until the second board meeting after they are first introduced)**

Board Member Arena made a motion to suspend the rules on Agenda Item A. 1. (as listed below), seconded by Board Member Fellars. Motion to suspend was approved by a unanimous vote of all members present. (Board Members Penney and Scrol were absent.) Board Member Arena made a motion to approve Item A.1., seconded by Board Member Fellars. Discussion by Chief of the Civil Bureau Vaugh and Board Member Goral. Motion was approved by a unanimous vote of all members present. (Board Members Penney and Scrol were absent.)

A. Administrative Hearing Officer, Compensation: \$200 per hour

1. Erik Jacobs (New Appointment), Rockford, Illinois

Board Member Salgado made a motion to suspend the rules on Agenda Item B. 1. (as listed below), seconded by Board Member Tassoni. Motion to suspend was approved by a unanimous vote of all members present. (Board Members Penney and Scrol were absent.) Board Member Salgado made a motion to approve Item B. 1., seconded by Board Member Tassoni. Discussion by Board Member Salgado. Motion was approved by a unanimous vote of all members present. (Board Members Penney and Scrol were absent.)

Chairman Chiarelli acknowledged Treasurer Susan Goral for her many years of service and congratulated newly appointed Treasurer Theresa Grennan.

B. Winnebago County Treasurer, Annual Compensation: \$97,222.32

1. Theresa Grennan, (New Appointment), Rockford, Illinois, to serve the remainder of a four-year term (Susan Goral) expiring December 2026

Board Member Arena made a motion to suspend the rules on Agenda Items C. 1. Thru 4. (as listed below), seconded by Board Member Nabors. Motion to suspend was approved by a unanimous vote of all members present. (Board Members Penney and Scrol were absent.) Board Member Arena made a motion to approve Items C. 1. Thru 4., seconded by Board Member Hanserd. Motion was approved by a unanimous vote of all members present. (Board Members Penney and Scrol were absent.)

C. Public Aid Committee, Compensation: \$140 per meeting

1. Bryan Flynn (New Appointment), Cherry Valley Township, Illinois
2. Eric Stromberg (New Appointment), Shirland Township, Illinois
3. Jasper St. Angel (New Appointment), Rockford Township, Illinois
4. Gary Jury (New Appointment), Harlem Township, Illinois

REPORTS FROM STANDING COMMITTEES

FINANCE COMMITTEE

9. Board Member Butitta made a motion to approve a Resolution Affixing Compensation and Other Benefits for the Clerk of the Circuit Court, seconded by Board Member Salgado. Motion was approved by a unanimous vote of all members present. (Board Members Penney and Scrol were absent.)
10. Board Member Butitta made a motion to approve a Resolution Authorizing Settlement of Pending Litigation (Cedric J. Marks II v. Jason Rossi, et al.), seconded by Board Member Salgado. Motion was approved by a unanimous vote of all members present. (Board Members Penney and Scrol were absent.)

ZONING COMMITTEE

11. Board Member Webster read in for the first reading of Z-05-24 A Map Amendment to rezone 10+- Acres from the AG, Agricultural Priority District to the A2, Agriculture-Related Business District for the property that is commonly known as 16562 W. Campbell Road, Pecatonica, IL 61063 in Durand Township, District 1 to be laid-over.
12. Board Member Webster read in for the first reading of an Ordinance Granting Site Approval for a 2 MW Commercial Solar Energy Facility (aka a Solar Farm) on a 33.39 +- Acre Site commonly known as 5626 Tiple Road/ 5303 Daillette Road (PIN: 15-17-100-008), Rockford Township, IL 61102, in Rockford Township, District 9 to be laid-over.
13. Board Member Webster read in for the first reading of an Ordinance Granting Site Approval for a 4.5 MW Commercial Solar Energy Facility (aka a Solar Farm) on a 71.09 +- Acre Site commonly known as 2799 N. Springfield Avenue (PIN: 11-08-401-003) Rockford, IL 61101, in Rockford Township, District 5 to be laid-over. Board Member Webster made a motion to suspend the rules seconded by Board Member Tassoni. Motion to suspend was approved by a unanimous vote of all members present. (Board Members Penney and Scrol were absent.) Board Member Webster made a motion to approve the Ordinance seconded by Board Member Tassoni. Discussion by Board Members Arena, Fellars, Webster, and Tassoni. Motion failed by a roll call vote of 18 no votes and 0 yes votes. (Board Members Penney and Scrol were absent.)

Board Member Webster announced the Zoning Board of Appeals Committee will meet February 12, 2025 and the Zoning Committee will meet February 26, 2025.

ECONOMIC DEVELOPMENT COMMITTEE

14. No Report.

OPERATIONS & ADMINISTRATIVE COMMITTEE

15. No Report.

PUBLIC WORKS COMMITTEE

16. Board member Tassoni announced an upcoming Public Works Committee meeting on January 14, 2025.

PUBLIC SAFETY AND JUDICIARY COMMITTEE

17. No Report.

LEGISLATIVE AND LOBBYING COMMITTEE

18. No Report.

UNFINISHED BUSINESS

19. **Appointments read in on December 12, 2024**

Board Member Booker made a motion to approve the Agenda Item A. 1. & 2. (as listed below), seconded by Board Member Salgado. Motion was approved by a unanimous vote of all members present. (Board Members Penney and Scrol were absent.)

A. Twelve Mile Grove Cemetery Association, Annual Compensation: None

1. Ronald Mitchell (Reappointment), Pecatonica, Illinois, to serve a six-year term, expiring December 2030
2. Kent E. Peterson (Reappointment), Pecatonica, Illinois, to serve a six-year term, expiring December 2030

NEW BUSINESS

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

Board Member McCarthy spoke of a letter provided to the County Board members regarding an appointment to the Mental Health Board.

Board Member Tassoni announced Daniel Larson is looking for assistance for the radio association. Discussion by Board Member Nabors.

Board Member Lindmark spoke of National Law Enforcement Day.

ANNOUNCEMENTS & COMMUNICATION

21. County Clerk Gummow submitted the Items Listed Below as Correspondence which were “Placed on File” by Chairman Chiarelli:
 - A. County Clerk Gummow received from the United States Nuclear Regulatory Commission the following:
 - a. Byron Station Unit 2-Request for Information for an NRC Post-Approval Site Inspection for License Renewal Inspection Report 05000455/2025011
 - b. Certificate of Compliance No. 9316, Revision No. 13, for the Model NOS. AOS-25A, AOS-50A, AOS-100B, and AOS-100A-S Packages
 - c. Federal Register/Vol. 89, No. 246/Monday, December 23, 2024/Notices
 - B. County Clerk Gummow received from Theresa Grennan, Chief Deputy Winnebago County Treasurer the following:
 - a. Collateralization Report – as of November 30, 2024
 - b. Investment Report - as of December 1, 2024
 - c. Winnebago County Treasurer Bank Balances –November, 2024
 - C. County Clerk Gummow received from Charter Communications Quarterly Franchise Fee Payments for the following:
 - a. Town of Rockton, IL
 - b. Harlem, IL, Township of Winnebago County
 - c. Town of Roscoe, IL
 - D. County Clerk Gummow received from the Illinois Environmental Protection Agency a Notice of Application for Permit to Manage Waste (LPC-PA16) Description of Project: Permanent closure of previous facility at 3333 Kishwaukee Street, Rockford, IL. A permit is pending for a new facility to be operated at 3315 Kishwaukee Street, Rockford, IL.

Chairman Chiarelli recognized students of the Guilford High School Student Council.

ADJOURNMENT

22. Chairman Chiarelli entertained a motion to adjourn. County Board Member Webster moved to

adjourn the meeting, seconded by Board Member M. Thompson. Motion was approved by a voice vote. The meeting was adjourned at 6:43 p.m. (Board Members Penney and Scrol were absent.)

Respectfully submitted,

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

Lori Gummow
County Clerk
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**REGULAR ADJOURNED MEETING
WINNEBAGO COUNTY BOARD
JANUARY 23, 2025**

1. Chairman Chiarelli Called to Order the Regular Adjourned Meeting of the Winnebago County Board for Thursday, January 9, 2025 at 6:00 p.m.
2. Board Member Tassoni gave the invocation and led the Pledge of Allegiance.
3. Agenda Announcements: None
4. Roll Call: 20 Present. 0 Absent. (Board Members Arena, Booker, Butitta, Fellars, Goral, Hanserd, Hoffman, Lindmark, McCarthy, McDonald, Nabors, Penney, Salgado, Scrol, Sweeney, Tassoni, M. Thompson, R. Thompson, Valdez, and Webster were present.)

Chairman Chiarelli recognized the passing of former Representative and Board Member Chuck Jefferson with a moment of silence.

Chairman Chiarelli acknowledged Alderman Jeff Bailey in the audience.

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

5. Awards - None

Presentations- River Bluff Chairman Frank Perrecone introduced Laura Schaffer, River Bluff Administrator. Laura Shaffer presented the River Bluff Annual Report. Discussion by Administrator Thompson and Board Members Goral, Butitta, and Booker.

Public Hearings - None

Public Participation – Fernando B. Tyus, WCSO Communications, Pro

Terrell D. Lewis, VAC Budget, Pro

Scott Windler, Solar, Pro

APPROVAL OF MINUTES

6. Chairman Chiarelli entertained a motion to approve the Minutes. Board Member Arena made a motion to approve County Board Minutes of December 5 and 12, 2024, 2024 and layover County Board Minutes of January 9, 2025, seconded by Board Member Fellars. Motion was approved by a unanimous vote of all members present.

CONSENT AGENDA

7. Chairman Chiarelli entertained a motion to approve the Consent Agenda for January 23, 2025. Board Member Hanserd 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 unanimous vote of all members present.

APPOINTMENTS

8. **Appointments (Per County Board rules, Board Chairman Appointments shall lay over until the second board meeting after they are first introduced)**

REPORTS FROM STANDING COMMITTEES

FINANCE COMMITTEE

9. Board Member Butitta read in for the first reading of Agenda Items 2. Thru 9. (as listed below) Board Member Butitta made a motion to suspend the rules on Agenda Items 2. Thru 9., seconded by Board Member Salgado. Motion to suspend was approved by a unanimous vote of all members present. Board Member Butitta made a motion to approve Agenda Items 2. Thru 9. (as listed below), seconded by Board Member Salgado. Discussion by Board Member Butitta. Motion was approved by a unanimous vote of all members present.
 2. An Ordinance to Abate the 2016E Public Safety Sales Tax Alternate Bond Property Tax Levy for the Year 2024 Payable 2025 to be Laid Over
 3. 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 to be Laid Over
 4. 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 to be Laid Over
 5. An Ordinance to Abate the 2020A Alternate Bond Property Tax Levy for the Year 2024 Payable 2025 to be Laid Over
 6. An Ordinance to Abate the General Obligation Refunding Bonds (Alternate Revenue Source), Series 2021A Bond Property Tax Levy for the Year 2024 Payable 2025 to be Laid Over
 7. An Ordinance to Abate the General Obligation Refunding Bonds (Alternate Revenue Source), Series 2021B Bon Property Tax Levy for the Year 2024 Payable 2025 to be Laid Over
 8. An Ordinance to Abate the General Obligation Alternate Refunding Binds (Public Safety Sales Tax Alternate Revenue Source), Series 2022 Bonds Property Tax Levy for the Year 2024 Payable 2025 to be Laid Over

9. 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 to be Laid Over
10. Board Member Butitta read in for the first reading of an Ordinance Amending the Winnebago County Code to Provide for an Amendment to Eviction Fees and Process by the Sheriff's Office to be Laid Over. Board Member Butitta made a motion to suspend the rules, seconded by Board Member Arena. Motion to suspend was approved by a unanimous vote of all members present. Board Member Butitta made a motion to approve the Ordinance seconded by Board Member Arena. Discussion by Board Member Arena. Board Member Arena moved to amend the Ordinance, seconded by Board Member Penney. Motion to amend was approved by a unanimous vote of all members present. Board Member Butitta made a motion to approve the amended Ordinance, seconded by Board Member Arena. Motion was approved by a unanimous vote of all members present.

ZONING COMMITTEE

11. No Report.

ECONOMIC DEVELOPMENT COMMITTEE

12. No Report.

OPERATIONS & ADMINISTRATIVE COMMITTEE

13. Board Member McDonald made a motion to approve a Resolution Awarding Air Duct Cleaning for County Administration Building Using CIP 2024 Funds, seconded by Board Member Booker. Motion was approved by a unanimous vote of all members present.
14. Board Member McDonald made a motion to approve a Resolution Awarding Purchase of Two Detective Squad Vehicles for Sheriff's Office Using CIP-PSST 2025 Funds, seconded by Board Member Hoffman. Motion was approved by a unanimous vote of all members present.
15. Board Member McDonald made a motion to approve a Resolution Awarding Purchase of Two Civil Process Squad Vehicles for Sheriff's Office Using CIP-PSST 2025 Funds, seconded by Board Member McCarthy. Motion was approved by a unanimous vote of all members present.
16. Board Member McDonald made a motion to approve a Resolution Awarding Purchase of Six Patrol Vehicles for Sheriff's Office Using CIP-PSST 2025 Funds, seconded by Board Member Lindmark. Motion was approved by a unanimous vote of all members present.
17. Board Member McDonald made a motion to approve a Resolution Awarding VMWare Annual Licensing, seconded by Board Member Arena. Motion was approved by a unanimous vote of all members present.

PUBLIC WORKS COMMITTEE

18. Board Member Tassoni made a motion to approve (25-001) a Resolution Authorizing a Structural Engineering Services Agreement with IMEG Consultants Corp. for Rehabilitation of the Roscoe Road Bridge Over the Rock River and for the Appropriation of MFT Funds, seconded by Board Member Webster. Motion was approved by a unanimous vote of all members present.
19. Board Member Tassoni made a motion to approve (25-002) a Resolution for the Award of Bid for Maintenance of Traffic Signals on the County Highway System and for the Appropriation of MFT Funds, seconded by Board Member Hoffman. Motion was approved by a unanimous vote of all members present.
20. Board Member Tassoni made a motion to approve Agenda Items 4. & 5. (as listed below), seconded by Board Member Booker. Discussion by Board Member Tassoni. Motion was approved by a unanimous vote of all members present.
 4. (25-003) a Resolution Authorizing a Structural Engineering Services Agreement with Hutchison Engineering Inc. for Township Bridge Replacement on Kelly Road over Sumner Creek in Seward Township
 5. (25-004) Resolution Authorizing a Structural Engineering Services Agreement with Hutchison Engineering Inc. for Township Bridge Rehabilitation on Goeke Road over Pink Creek in Pecatonica Township
21. Board Member Tassoni made a motion to approve (25-005) Resolution Authorizing a Joint Funding Agreement with the State of Illinois for Elmwood Road Resurfacing from Owen Center Road to IL-2 and for Appropriating RBI Funds, seconded by Board Member Scrol. Motion was approved by a unanimous vote of all members present.
22. Board Member Tassoni read in for the first reading of (25-006) an Ordinance Amending Chapter 82 of the Winnebago County Code Designating Elmwood Road (CH-66) from Owen Center Road (CH-13) to IL Route 2 as a Class II Truck Route to be Laid Over. Board Member Tassoni made a motion to suspend the rules, seconded by Board Member Penney. Motion to suspend was approved by a unanimous vote of all members present. Board Member Tassoni made a motion to approve the Ordinance, seconded by Board Member Webster. Discussion by Board Member Tassoni. Motion was approved by a unanimous vote of all members present.
23. Board Member Tassoni made a motion to approve (25-007) a Resolution Authorizing an Engineering Agreement with Fehr Graham to Provide Phase II Engineering and Right-Of-Way Services for Owen Center Road from Riverside Boulevard to Latham Road, seconded by Board Member Scrol. Motion was approved by a unanimous vote of all members present.
24. Board Member Tassoni made a motion to approve (25-008) a Resolution Authorizing the Purchase of Three Plow/Dump Truck Bodies, seconded by Board Member Hoffman. Discussion by Board Members Tassoni and Webster. Motion was approved by a unanimous vote of all members present.
25. Board Member Tassoni made a motion to approve (25-009) a Resolution Authorizing an Engineering Services Agreement with ARC Design Resources Inc. to provide Phase I

Engineering for South Perryville Road from Harrison Avenue to E. State Street and for the Appropriation of MFT Funds, seconded by Board Member McCarthy. Discussion by County Engineer Molina and Chairman Chiarelli. Motion was approved by a unanimous vote of all members present.

26. Board Member Tassoni made a motion to approve Agenda Items 11. & 12. (as listed below), seconded by Board Member M. Thompson. Discussion by Board Member Tassoni. Motion was approved by a unanimous vote of all members present.
 11. (25-011) Resolution Authorizing an Agreement with Realty Services & Consultants, LLC (dba Valu Pros) for Land Appraisal Services for Owen Center Road Improvements from Riverside Boulevard to Latham Road
 12. (25-012) Resolution Authorizing an Agreement with Frank P. Petta Appraisals for Land Appraisal Services for Owen Center Road Improvements from Riverside Boulevard to Latham Road

PUBLIC SAFETY AND JUDICIARY COMMITTEE

27. Board Member announced the Public Safety and Judiciary Committee will meet Wednesday, February 12, 2025.

LEGISLATIVE AND LOBBYING COMMITTEE

28. Board Member Salgado spoke of an email from Chief Strategy Officer Elyea regarding monitoring of bills and an Ordinance/Resolution.

UNFINISHED BUSINESS

29. Zoning Committee

1. Board Member Webster made a motion to lay over Z-05-24 A Map Amendment to rezone 10+- Acres from the AG, Agricultural Priority District to the A2, Agriculture-Related Business District for the property that is commonly known as 16562 W. Campbell Road, Pecatonica, IL 61063 in Durand Township, District 1. until the County Board meeting on Wednesday, February 26, 2025 [sic: meant to say Thursday, February 27, 2025], seconded by Board Member Penney. Motion to lay over was approved by a unanimous vote of all members present.
2. Board Member Webster made a motion to approve an Ordinance Granting Site Approval for a 2MW Commercial Solar Energy Facility (aka a Solar Farm) on a 33.39 +- Acre Site commonly known as 5626 Tipple Road / 5303 Dailette Road (PIN: 15-17-100-008), Rockford, IL 61102, in Rockford Township, District 9., seconded by Board Member Penney. Discussion by Board Member Penney. Motion was approved by a voice vote. (Board Members Tassoni and Webster voted no.)

Board Member Webster announced the next Zoning Board of Appeals meeting is scheduled for Wednesday, February 12, 2025 and the Zoning Committee will meet Wednesday, February 26, 2025.

NEW BUSINESS

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

Board Member Penney thanked Engineer Molina and Chief of the Civil Bureau Vaughn for all of their hard work.

Board Member McDonald requested a Mental Health Board update.

Board Member Arena announced he toured the newly constructed Harlem Community Center and an open house is scheduled for January 31, 2025.

Sheriff Caruana spoke of his experience in Washington for the presidential inauguration.

ANNOUNCEMENTS & COMMUNICATION

31. 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 7, 2024, Meeting with Constellation Energy Generation, LLC on Planned Alternative Requests Regarding Reactor Vessel Closure Studs (EPID L-2024-LRM-0114)
- b. Braidwood Station, Units 1 and 2; Byron Station Units, 1 and 2; Calvert Cliffs Nuclear Power Plant, Units 1 and 2; Clinton Power Station, Unit 1; James A. Fitzpatrick Nuclear Power Plan; Lasalle County Station, Units 1 and 2; Limerick Generating Station, Units 1 and 2; Nine Mile Point Nuclear Station, Units 1 and 2; Peach Bottom Atomic Power Station, Units 2 and 3; and R.E. Ginna Nuclear Power Plant-Issuance of Amendments to Adopt Technical Specifications Task Force Traveler TSTF-591 (EPID L-2024-LLA-0046)
- c. Public Meeting to Discuss ADVANCE Act Section 505-Nuclear Licensing Efficiency
- d. Federal Register/Vol. 90, No. 8/Tuesday, January 14, 2025/Notices

B. County Clerk Gummow submitted from the Illinois Environmental Protection Agency a Notice of Application for Permit to Manage Waste (LPC-PA16) Description of Project: The City and Rockford and Four Rivers Sanitation Authority recently relocated and improved the Household Hazardous Waste Collection site from 3333 to 3315 Kishwaukee Street. This submittal is to request two minor permit modifications.

ADJOURNMENT

32. Chairman Chiarelli entertained a motion to adjourn. County Board Member Webster moved to adjourn the meeting, seconded by Board Member M. Thompson. Motion was approved by a voice vote. The meeting was adjourned at 6:59 p.m.

Respectfully submitted,



Lori Gummow
County Clerk
ar

CONSENT AGENDA

RAFFLE APPLICATION REPORT

Presently the County Clerk's office has Raffle Applications submitted by
6 different organizations 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
31249	1	PHEASANTS FOREVER KISHWAUKEE #157	3/7/25-3/7/25	\$4,960.00
31250	1	INSTITUTE OF CHRIST THE KING/ ST. MARY ORATORY	03/02/25-04/20/25	\$4,500.00
31251	1	RALSTON ELEMENTARY PTO	02/18/25-03/07/25	\$2,250.00
31252	1	ST. JAMES ALTAR & ROSARY SOCIETY	02/14/25-05/15/25	\$2,000.00
31253	1	JUNIOR LEAGUE OF ROCKFORD	2/22/25-2/22/25	\$4,999.00
31254	1	CIRCLE OF CHANGE	2/27/25-2/27/25	\$2,500.00

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

This concludes my report,

Deputy Clerk *Daisy Carrillo*

LORI GUMMOW
Winnebago County Clerk

Date **13-Feb-25**

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	\$	761,138
101	PUBLIC SAFETY TAX	\$	233,549
103	DOCUMENT STORAGE FUND	\$	14,604
105	VITAL RECORDS FEE FUND	\$	829
106	RECORDERS DOCUMENT FEE FUND	\$	12,644
107	COURT AUTOMATION FUND	\$	385
109	VICTIM IMPACT PANEL FEE	\$	800
114	911 OPERATIONS FUND	\$	68,767
116	HOST FEE FUND	\$	14,911
118	NEUTRAL SITE CUSTODY EXCHANGE	\$	53,919
120	DEFERRED PROSECUTION PROGRAM	\$	7,035
126	LAW LIBRARY	\$	8,209
129	COUNTY AUTOMATION FUND	\$	3,996
131	DETENTION HOME	\$	21,109
141	WINGIS GEOR INFO SYSTEM (CO SHARE)	\$	31,578
155	MEMORIAL HALL	\$	5,113
161	COUNTY HIGHWAY	\$	75,294
162	COUNTY BRIDGE FUND	\$	2,635
163	FEDERAL AID MATCHING FUND	\$	8,307
164	MOTOR FUEL TAX FUND	\$	203,650
165	TOWNSHIP HIGHWAY FUND	\$	37,181
168	TOWNSHIP BRIDGE	\$	2,000
169	HIGHWAY REBUILD IL GRANT	\$	28,231
181	VETERANS ASSISTANCE FUND	\$	20,897
185	HEALTH INSURANCE	\$	1,761,218
194	TORT JUDGMENT & LIABILITY	\$	289,469
196	MENTAL HEALTH TAX FUND	\$	489,591
253	2018 PENSION OBLIGATION BONDS	\$	825
301	HEALTH GRANTS	\$	86,047
302	SHERIFF'S DEPT GRANTS	\$	99,182
307	COMMUNITY DEVELOPMENT GRANTS	\$	13,393
309	CIRCUIT COURT GRANT FUND	\$	49,979
313	AMERICA RESCUE PLAN	\$	1,149,758
314	CJCC GRANTS FUND	\$	20,644
315	OPIOID SETTLEMENT FUND	\$	40
401	RIVER BLUFF NURSING HOME	\$	305,326
410	ANIMAL SERVICES	\$	39,683
420	555 N COURT OPERATIONS FUND	\$	20,877
430	WATER FUND	\$	10,143
501	INTERNAL SERVICES	\$	17,073
743	CAPITAL PROJECTS FUND	\$	344,411
	TOTAL THIS REPORT	\$	<u>6,314,440</u>

The adoption of this report is hereby recommended:



William Crowley, County Auditor

ADOPTED: This 13th day of February 2025 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

Lowell Ingram
322 Eagle Point
Machesney Park, IL 61115

February 6, 2025

Dear Chairman Chiarelli;

On June 28, 2022, Winnebago County voters responded to an advisory referendum, that they were not willing to allow the services of River Bluff Nursing Home to cease even at the cost of an increase to property taxes. In a community known for high property taxes, it is unlikely that voters felt undertaxed, but that they see significant value in the resource that River Bluff Nursing Home provides to residents of Winnebago County in need of daily nursing care.

I share in this desire with my fellow residents of Winnebago County, that River Bluff Nursing Home would continue to provide care to those residents who have grown up, built families, worked in our labor force, served their communities, and now are in need of a skilled nursing care that may not be otherwise available. Out of this obligation, I hereby make application to serve on the River Bluff Nursing Home Board of Directors.

My present employment is Treasurer of Aircraft Gear Corporation, with locations in Loves Park, Machesney Park, and Rockford. As my resume will indicate, I have been employed by Aircraft Gear Corporation for 30 years, serving in roles from Sales, Information Systems, and in Finance. I am proud to work for a company with a strong culture of community involvement to the point that my past and present coworkers will be known throughout the County.

I have nonprofit board experience with The Haven Network for Perinatal Death & Bereavement 501c3 for the past eighteen years and have served as the Treasurer for many of those years. The Haven Network serves families experiencing the death of a preborn or newly born baby, providing practical and emotional support during difficult circumstances by a trained staff.

In addition, I have served on the Board of Directors for another 501c3 organization, Eagle Nature Foundation, operating in the Tri-State region north of Dubuque along the Mississippi River where Bald Eagles have historically found a habitat to nest and winter along the River and its tributaries.

I will be pleased to answer any questions regarding this application via the contact information below. Thank you to yourself and the County Board for your consideration of my application.

Respectfully,

Lowell Ingram
ingramlowell@gmail.com
815-721-1210 mobile

Lowell Ingram
322 Eagle Point
Machesney Park, IL 61115
ingramlowell@gmail.com
(815) 721-1210 cell

EDUCATION

- 1999 *B.S. Computational Physics*
Illinois State University, Normal, IL
- 1993 *Associates of Science*
Rock Valley College, Rockford, IL

EXPERIENCE

- 2015 - present *Treasurer*
Aircraft Gear Corporation, Rockford, IL
Managed financial assets and banking relationships. Supervised AP & AR staff and processes. Directed IT operations and supervised IT staff
- 2022 - 2023 *High School Teacher*
Rockford Christian School, Rockford, IL
Taught Honors Physics
- 2013 *Adjunct Faculty*
Benedictine University
Taught entry-level Astronomy
- 2002 - 2014 *Computer & Information Systems Manager*
Aircraft Gear Corporation, Rockford, IL
Responsible for planning and implementation of information systems; including company-wide Enterprise Resource Planning system, Web development, and voice and data communication systems. Supervised IT staff
- 2000 - 2002 *E-Commerce Manger*
Aircraft Gear Corporation, Rockford, IL
Responsible for planning and implementation of company Websites and e-commerce activities.
- 1997 - 1998 *Regional Sales Manager*
Aircraft Gear Corporation, Rockford, IL
Responsible for sales activities for the Midwest United States, including independent manufacturing representatives nationwide.
- 1995 - 1997 *National Training Coordinator*
Aircraft Gear Corporation, Rockford, IL
Planned and administered a series of training seminars to installers of company products. Personally delivered most of the seminars at customer locations.

ACTIVITIES

- 2006 - present *Treasurer, Director*
The Haven Network for Perinatal Death & Bereavement, Rockford, IL
- 2012 - 2015 *Treasurer*
Hope Evangelical Free Church, Roscoe, IL

REFERENCES Available upon request

Reports of Standing Committees

FINANCE COMMITTEE



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 CO _____

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 low-income 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 - ~~\$65.00~~ \$150.00 to be divided as follows:
 - (a) ~~\$65.00~~ \$150.00 to be remitted to the County Treasurer and distributed as follows:
 - i. Foreclosure Mediation Fee Fund - ~~\$65.00~~ \$150.00
 - (2) Second Tier Residential Foreclosure Cases - ~~\$65.00~~ \$150.00 to be divided as follows:
 - (a) ~~\$65.00~~ \$150.00 to be remitted to the County Treasurer and distributed as follows:
 - i. Foreclosure Mediation Fee Fund - ~~\$65.00~~ \$150.00
 - (3) Third Tier Residential Foreclosure Cases - ~~\$65.00~~ \$150.00 to be divided as follows:
 - (a) ~~\$65.00~~ \$150.00 to be remitted to the County Treasurer and distributed as follows:
 - i. Foreclosure Mediation Fee Fund - ~~\$65.00~~ \$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:	\$50.00
b. If filed after 30 days:	\$75.00
c. Notice sent to Secretary of State:	\$40.00
5. Appeals preparation:	
a. If record is 100 pages or less:	\$50.00
b. If record is between 100 and 200 pages:	\$100.00
c. If record is 200 pages or more:	Add'l fee of \$0.25 per page

6. Garnishment, wage deduction, and citation proceedings:
 - a. Amount in controversy \$1,000 or less: \$15.00
 - b. Amount in controversy greater than \$1,000 and not more than \$5,000: \$30.00
 - 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

- 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
 - (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) \$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 this _____ day of _____ 2025.

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

**ECONOMIC
DEVELOPMENT
COMMITTEE**



Resolution Executive Summary

Prepared By: Winnebago County Highway Department

Committee: Economic Development Committee

Committee Date: Monday, February 3, 2025, **Thursday, February 13, 2025**

Resolution Title: (25-003) Resolution Authorizing a Modification to the Intergovernmental Cooperation Agreement Between the County of Winnebago and the Village of New Milford for the Extension of Watermain on Baxter Road Between I-39 and Harrisville Road

Board Meeting Date: Thursday, February 13, 2025

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:

The County completed the extension of the Baxter Road water main across I-39 in the fall of 2024; and per agreement dated February 8th, 2024, the Village of New Milford agreed to pay for the extension from I-39 to Harrisville Road. The village would like to recapture their cost of \$560,000 by having the County charge tap-on fees to all new developments West of I-39, an estimated 1,368 acre basin to be served by the water main. This fee will be \$410 per acre and to increase 3% annually.

Recommendation:

Staff recommends approval

Contract/Agreement:

After County Board approval.

Legal Review:

By the State Attorney's office.

Follow-Up:

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

25-CR-XXX

**SUBMITTED BY: ECONOMIC DEVELOPMENT COMMITTEE
SPONSORED BY: JOHN SWEENEY**

**RESOLUTION AUTHORIZING A MODIFICATION
TO THE INTERGOVERNMENTAL COOPERATION AGREEMENT BETWEEN THE
COUNTY OF WINNEBAGO AND THE
VILLAGE OF NEW MILFORD FOR THE EXTENSION OF WATERMAIN ON
BAXTER ROAD BETWEEN I-39 AND HARRISVILLE ROAD**

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

WHEREAS, the County of Winnebago (COUNTY) and the Village of New Milford (VILLAGE) entered into an Intergovernmental Cooperation Agreement (IGA), by County Board Resolution 2024 CR 024 dated February 9, 2024, to construct a water main along Baxter Road from the east side of I-39 to Harrisville Road; and

WHEREAS, as per the IGA, paragraph I.A.6. the County is to collect all tap-on-fees from development along Baxter Road from I-39 to Harrisville Road to be paid to the Village; and

WHEREAS, the VILLAGE is desirous to collect the tap-on-fee at a per acre cost of \$410 to be increased by 3% each year, said fee requiring a modification to the existing IGA in order for the COUNTY to collect it; and

WHEREAS it would be in the public interest to enter into the attached MODIFIED AGREEMENT for the COUNTY to collect tap-on-fees for the VILLAGE.

NOW THEREFORE, BE IT RESOLVED by the County Board of the County of Winnebago, Illinois, that the Chairman of the County Board is hereby authorized to execute on behalf of the County of Winnebago the attached MODIFIED AGREEMENT with the Village of New Milford, in substantially the form attached hereto; and

BE IT FURTHER RESOLVED that the MODIFIED 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, Chief Operations Officer, and Winnebago County Engineer.

Respectfully Submitted,
Economic Development Committee

AGREE

DISAGREE

JOHN SWEENEY, CHAIR

JOHN SWEENEY, CHAIR

ANGELA FELLARS

ANGELA FELLARS

VALERIE HANSERD

VALERIE HANSERD

BRAD LINDMARK

BRAD LINDMARK

TIM NABORS

TIM NABORS

JOHN PENNEY

JOHN PENNEY

RAY THOMPSON

RAY THOMPSON

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

6833 STALTER DRIVE • ROCKFORD, ILLINOIS 61108
815-962-6611 • FAX 815-962-0687
www.bslbv.com

October 17, 2024

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

Re: Village of New Milford (Water Line Extension Baxter Road)

Dear Chairman Chiarelli:

On behalf of the Village of New Milford, the Village would like to enter into an Intergovernmental Agreement with the County of Winnebago to recapture the Village of New Milford's costs for extending the water line along Baxter Road.

The specifics are as follows:

- Village costs \$560,000
- Proposed water main basin for 1,368 acres
- Per acre costs \$410 to be increased 3% each year
- Recapture Fee collected at the time the property owner/user connects to the water main

Thank you for your consideration.

Very truly yours,



JAMES E. STEVENS
jstevens@bslbv.com

JES/sj

6833 STALTER DRIVE • ROCKFORD, ILLINOIS 61108
815-962-6611 • FAX 815-962-0687
www.bslbv.com

December 13, 2024

Winnebago County, IL
Attn: Joseph V. Chiarelli
404 Elm Street
Rockford, IL 61101

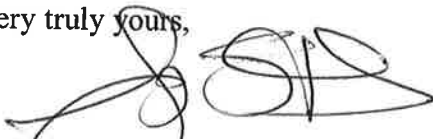
Re: Resolution Agreement

Dear Joe:

Enclosed please find the Resolution regarding the Recapture Agreement between Winnebago County and The Village of New Milford. Thank you for your cooperation regarding this matter. Please have your office provide me with an executed copy once the County Board has approved this.

As always please contact me if you have questions. If I don't hear from you, Happy Holidays!

Very truly yours,



JAMES E. STEVENS
jstevens@bslbv.com

Enc.

JES/mt

**RESOLUTION AUTHORIZING A MODIFICATION TO THE
INTERGOVERNMENTAL COOPERATION AGREEMENT BETWEEN THE
COUNTY OF WINNEBAGO AND THE VILLAGE OF NEW MILFORD FOR
THE EXTENSION OF WATERMAIN ON BAXTER ROAD BETWEEN I-39 AND
HARRISVILLE ROAD**

WHEREAS, the County of Winnebago, Illinois (“COUNTY”) and the Village of New Milford, Illinois (“VILLAGE”) have entered into an Intergovernmental Cooperation Agreement (“Agreement”), dated February 8, 2024; and

WHEREAS, the COUNTY and the VILLAGE desire to modify such Agreement.

NOW, THEREFORE, in consideration of the foregoing premises and the mutual covenants and agreements contained herein, the COUNTY and VILLAGE, intending to be legally bound, hereby agree as follows:

Section I. TERMS OF THE AGREEMENT. Paragraph 6 of Section I. A. The COUNTY agrees is hereby modified to read in full as follows:

6. To provide all tap-on-fees that might be collected by development along Baxter Road West of I-39, at a per acre cost of \$410 to be increased 3% per year to the VILLAGE. The estimated water main basin is 1,368 acres and the VILLAGE’s cost to be recaptured by the tap-on-fees is \$560,000.

Except as set forth herein, the provisions of the Agreement continue to be, and shall remain, in full force and effect in accordance with their terms with no other modifications or waiver intended by this modification.

IN WITNESS WHEREOF, the parties have executed this modification as of the date set forth above at Winnebago County, Illinois.

COUNTY OF WINNEBAGO, IL

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

Date: _____

ATTEST:

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

VILLAGE OF NEW MILFORD, IL

By: Timothy H Owens
Tim Owens, President of the
Village Board, Village of New Milford,
Illinois

Date: 11/10/24

ATTEST

Jessica Long
Clerk/Treasurer of the
Village Board, Village of New Milford

**OPERATIONS &
ADMINISTRATIVE
COMMITTEE**



Resolution Executive Summary

Prepared By: Purchasing Department
Committee: Operations & Administrative Committee
Committee Date: February 6, 2025
Board Meeting Date: February 13, 2025
Resolution Title: Resolution to Award Mail-In Ballot Services

Was item budgeted? Yes	Amount Budgeted: \$55,000
If not, explain funding source:	
ORG/OBJ/Project Code: 13000 - 43450	Descriptor: Supplies & Services: Election Expense

Background Information: The Winnebago County Elections Department is in need of Mail-In Ballot Services. This service will better allow our elections team to manage the increased requests for vote by mail ballots. We have anticipated 15,000 registered voters that have signed up for permanent vote by mail ballots, based on past election data. This service will provide printing, assembly and tracking of all ballots.

The Elections team has researched and held meeting with potential vendors to provide this service. We anticipate this service expenditure to cost about \$3.75 per ballot, averaging around \$55,000 per year. Two quotes were obtained (See Resolution Exhibit A). KNOWiNK presented the best solution for mail in ballot services. They are located in the Midwest and have personal connections with local postmasters. In addition, this is who the City of Rockford Board of Elections is using allowing us to maintain consistency.

Recommended By: Lori Gummow, County Clerk

Follow-Up Steps: The Elections Department proceed with a professional services agreement for Mail-In Ballot Services.

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

Sponsored by: Keith McDonald

Submitted by: Operations and Administrative Committee

2025 CR

RESOLUTION TO AWARD MAIL-IN BALLOT 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 \$30,000 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 Winnebago County Clerk requested professional services for mail-in ballot services; and

WHEREAS, the Purchasing Department and the County Clerk obtained quotes for price, resulting in the best solution presented by KNOWiNK; and

WHEREAS, KNOWiNK will provide printing, assembly and tracking of all vote by mail ballots; and

WHEREAS, the Operations & Administrative Committee of the County Board for the County of Winnebago, Illinois has reviewed the quote for services, (Resolution Exhibit A) and recommends awarding the services KNOWiNK, respectively.

NOW, THEREFORE, BE IT RESOLVED, by the County Board of the County of Winnebago, Illinois, that the Director of Purchasing is authorized to issue execute a services agreement, on behalf of the County of Winnebago, Illinois to KNOWiNK, 460 N. Lindbergh Blvd. St. Louis, Missouri 63141.

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, County Administrator, County Clerk, County Board Office and County Auditor.

Respectfully Submitted,
OPERATIONS AND ADMINISTRATIVE COMMITTEE

AGREE

DISAGREE

KEITH McDONALD, CHAIR

KEITH McDONALD, CHAIR

VALERIE HANSERD

VALERIE HANSERD

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 _____ 2025.

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

KNOWiNK Pricing to County–

Under 2,500.	\$5.25
2,500 – 5,000.	\$4.55
5,001-10,000.	\$3.90
10,001-15,000.	\$3.75
15,001-20,000.	\$3.60
20,001-50,000.	\$3.25
Over 50,000.	\$2.95

+ non-profit pre-sorted postage - \$0.19 each (*est*)

This applies to all mail drops of 200 or more. Anything less will be at the First Class Stamp rate and will be invoiced for it.

On Demand Absentee Program

File upload to Modern Litho and ballots usually in the mail within 24-48 hours

**Not including the larger preregister absentee lists*

Bid Specifications**Process VR data file**

Data duplicate check

CASS Certify and Presort

Create IMB tracking and voter ballot tracking

Setup and manage tracking websites

Provide statistics on ballots printed and mailed including USPS scanning and deliveries

Provide statistics on voter website tracking visits

Qualify non profit status to get postage rate of under \$0.20 per piece

Outer Envelope -1 window on front and 1 on back

Size: 9.25x6”

Colors: 2 color 1 side

Stock: 24# Uncoated Offset

Return Envelope

Size: 8.75x5.75”

Colors: Black over Black and 1 PMS

Stock: 24# Uncoated Offset

Instruction Sheet

Size: 5.5x8.5”

Colors: 6 Printed Colors



Front - yellow, k, red, blue

Back - flood yellow, k

Material: Platinum Semi-gloss/ST95/3.2 SCK Lay Flat with "I Voted" sticker

-or-

70# white uncoated (without "I Voted" sticker)

Ballot

Size: 8.5x11 – 8.5x17" (or up to a 22.5" ballot)+ 3.5" tab for mail panel

Colors: Black over Black

Stock: 80# Uncoated text

This does not include the Non-Profit Postage of as low as \$0.19 and if a third security envelope will be an additional \$0.20, if needed or requested.



Winnebago Co, Illinois – 2025

Budget Estimates

Description: Ballot Printing – 80#

- ✓ 14" Ballot – Initial MRDF 1 & MRDF 2 = \$.30 per ballot card
- ✓ 14" Ballot - Test Deck = \$.50 per ballot card
- ✓ 14" Ballot – Election Day (Poll) = \$.30 per ballot card
- ✓ Election Set-up Fee = \$5,500
- ✓ Standard ground shipping to local USPS = **Actual Shipping**. If Dropped in Phoenix = \$75

Description: Outgoing Process

- ✓ Insertion of 4 Pieces = \$.30 per packet
- ✓ Insertion beyond (4) pieces = \$.05 per piece
- ✓ Supplemental File Fee = \$ 500.00
- ✓ Mailing Tracking Outbound/Inbound = \$0.02 per piece
- ✓ Mail Packet Sortation for USPS = \$0.03 each
- ✓ Mailing Services = **Included**
- ✓ USPS Coord. & Statements = **Included**
- ✓ Postage = **Actual USPS Automation rates**

Description: Envelopes/Inserts

- ✓ Outgoing – Black/0 28# WW = \$.45 per envelope
- ✓ Certification Envelope- Black/Black 28# WW = \$.40 each
- ✓ Reply Envelope Variable IMB = \$.41 each
- ✓ Voter Instruction Insert- Black/0 60# Offset Stock = \$0.28 per piece
- ✓ USPS Mail Piece Consult & Design = **Included**
- ✓ Initial Envelope Composition = **Included**



Standard Contract Fees:

- ✓ Test Ballots = **\$500 fee per set**
- ✓ BallotTrax Setup = **\$150 per election**
- ✓ Ballot PDF Replacement = **\$150 per set**
- ✓ Artwork Redesign, Envelopes, and Inserts = **\$300 per item**
- ✓ Blank Ballot Stock Paper - 11" – 17" = **\$0.185 each sheet**
- ✓ Blank Ballot Stock Paper - 18" - 22" = **\$0.21 each sheet**
- ✓ Blank Ballot Stock Paper, Perf or Score = **\$0.045 each sheet**
- ✓ Shrink Wrapping (packages of 250 each or more) = **\$.01 each sheet**
- ✓ Shrink Wrapping (packages of less than 250 each) = **\$.02 each sheet**
- ✓ ***Optional*** PackeTrak SaaS (tracking of envelopes through Post Office) = **\$5,000 per year**
- ✓ ***Optional*** PackeTrak Setup Fee = **\$1,500 per election**
- ✓ ***Optional*** PackeTrak Roundtrip (to apply unique IMB to envelopes) = **\$.06 each packet**

Estimated Pricing Summary (April):

- Ballot 14" – 15,000 x \$.30 = **\$4,500**
- Ballot 14" Election Day (Poll) – 50,000 x \$.30 = **\$15,000**
- Insertion Fee – 15,000 x \$.30 = **\$4,500**
- Mail Tracking Setup = **\$150**
- Mail Tracking Outbound/Inbound - 15,000 x \$.02 = **\$300**
- Certification Envelope – 15,000 x \$.40 = **\$6,000**
- Outgoing envelopes – 15,000 x \$.45 = **\$6,750**
- Reply envelopes – 15,000 x \$.41 = **\$6,150**
- Voter Instruction Insert – 15,000 x \$.28 = **\$4,200**
- Sortation for USPS – 15,000 x \$.03 = **\$450**
- Setup fees = **\$5,500**
- **Total Estimated Cost = \$53,500 (not including shipping and postage)**

Pricing Adjustment

- ✓ For any election in which quantity or page count is not consistent with above, Runbeck will provide the County with a revised quote that reflects the actual quantity and page count.

**Public Safety &
Judiciary
Committee**



Resolution Executive Summary

Prepared By: Rick Ciganek
Committee: Public Safety and Judiciary Committee
Committee Date: February 12, 2025
Board Meeting Date: February 27, 2025
Resolution Title: Resolution Authorizing the Chairman of the County Board to Execute an Accreditation Contract with the American Correctional Association (ACA)

Budget Information:

Was item budgeted? no	Appropriation Amount: \$16,000
If not, explain funding source: Commissary Account	
ORG/OBJ/Project Code: N/A	Budget Impact: N/A

Background Information: The Winnebago County Jail is committed to maintaining the highest standards of safety, security, and operational efficiency in its facilities. In pursuit of this goal, we propose entering into an agreement with the American Correctional Association (ACA) to achieve accreditation for the jail.

The ACA accreditation process is widely recognized as the gold standard for correctional facilities, emphasizing compliance with rigorous operational and programmatic standards. Achieving accreditation will demonstrate the department’s dedication to accountability, transparency, and continuous improvement.

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

2025 CR

RESOLUTION AUTHORIZING THE CHAIRMAN OF THE COUNTY BOARD TO EXECUTE AN ACCREDITATION CONTRACT WITH THE AMERICAN CORRECTIONAL ASSOCIATION (ACA)

WHEREAS, the Winnebago County Jail is committed to maintaining the highest standards of safety, security, and operational efficiency in its facilities; and

WHEREAS, the American Correctional Association (“ACA”) exists for the purpose of improving correctional agencies, institutions and programs through the process of accreditation; and

WHEREAS, accreditation is a process administered by an impartial, elected Commission which certifies whether or not an agency, institution or program meets and maintains compliance with ACA standards in order to be accredited; and

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

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 Accreditation Contract with the American Correctional Association, in substantially the same form as contained in Exhibit A.

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

Respectfully Submitted,
PUBLIC SAFETY AND JUDICIARY COMMITTEE

AGREE

DISAGREE

BRAD LINDMARK, CHAIR

BRAD LINDMARK, CHAIR

AARON BOOKER

AARON BOOKER

ANGIE GORAL

ANGIE GORAL

KEVIN MCCARTHY

KEVIN MCCARTHY

TIM NABORS

TIM NABORS

CHRIS SCROL

CHRIS SCROL

MICHAEL THOMPSON

MICHAEL THOMPSON

The above and foregoing Resolution was adopted by the County Board of the County of Winnebago, Illinois this ____ day of _____ 2025.

JOSEPH V. CHIARELLI
CHAIR 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

AMERICAN CORRECTIONAL ASSOCIATION
ACCREDITATION CONTRACT

THIS CONTRACT is made by and between the American Correctional Association, hereinafter referred to as the "Association," and the undersigned, the Winnebago County Sheriff's Office hereinafter referred to as the "Agency."

WITNESSETH:

WHEREAS, the Association has been established and exists for the purpose of improving correctional agencies, institutions and programs through the process of accreditation; and,

WHEREAS, accreditation is a process administered by an impartial, elected Commission which certifies whether or not an agency, institution or program meets and maintains compliance with American Correctional Association standards in order to be accredited; and,

WHEREAS, the Association has developed the Manual of Performance-Based Standards and Expected Practices for Adult Local Detention Facilities, fifth edition, containing standards approved for the accreditation of such agencies, facilities, and programs; and,

WHEREAS, the Commission is in the process of accrediting Adult Correctional Institutions, throughout the United States; and,

WHEREAS, the Agency realizes the benefits accruing from accreditation and wishes to seek accreditation from the Commission.

NOW, THEREFORE, in consideration of the mutual covenants and conditions, the parties hereby agree as follows:

1. The Agency:
 - a. Accepts the standards and criteria for accreditation, including subsequent modifications or amendments thereto;
 - b. Has statutory and/or other legal authority to enter into this Contract with reference to its decision to seek accreditation for the following specified agencies, facilities or programs:

Winnebago County Jail

- c. Will adhere to the policies and procedures of the Commission and the Association with reference to the accreditation process as stated in the Agency Manual of Accreditation Policy and Procedure, and other documents supplied by the Association; and,
- d. Will strive at all times to achieve and/or maintain the accreditation status, as specified in the Agency Manual of Accreditation Policy and Procedure.

2. The Association shall:
 - a. Use only standards approved by the American Correctional Association in the accreditation process, making judgments of compliance based on written documentation, visual confirmation or both;
 - b. Provide information on the accreditation program and process, and the participation of the agency, facility or program therein, to the Agency's governing and/or contract authority;
 - c. Conduct an orientation to the accreditation program and process, if requested, at the Agency's expense;
 - d. Cooperate with the Agency, its Administrator, Accreditation Manager and staff in requests for assistance, information, and materials required in the implementation and conduct of the accreditation process;
 - e. Appoint all auditors/consultants based upon their experience and demonstrated knowledge;
 - f. Conduct reconsideration hearings using procedures approved by the Association and the Board of Commissioners;
 - g. Agree that all materials provided, and information gathered, will be held in strict confidence consistent with the professional contractor/client relationship. Accreditation information will be shared among the Commission, officers, auditors and staff on a need to know basis.
 - h. Provide to the agency, facility or program if awarded accreditation, a Certificate of Accreditation; this certificate shall identify the agency, facility or program and the year in which accreditation is awarded; the certificate and all copies and facsimiles remain the property of the American Correctional Association, and shall be returned to the Association upon the expiration or loss, for any reason, of accreditation; and,
 - i. Publish the name of the accredited agency, facility or program in an annual summary.
3. The Agency hereby covenants and agrees to pay an accreditation fee in the amount of **\$16,000.00** which includes the cost on the performance monitoring visit payable without deduction or refund as stipulated in the following schedule:
 - a. In consideration of preparation, planning and activating the accreditation process for the herein named agency, facility or program which involves staff time and other expenses, **50%** of the total accreditation fee **\$8,000.00** shall be payable within 30 days from the commencement of this contract.
 - b. In consideration of completion of the standards compliance audit, the remaining **50%** of the total accreditation fee **\$8,000.00** shall be due 30 days after completion of the audit. **The total fee has to be paid in full to receive certificate of accreditation.**
 - c. Any payments shall be subject to the Illinois Local Government Prompt Payment Act, 50 ILCS 505/1 et seq.
4. The Agency hereby agrees to pay in addition to the accreditation fee provided for in paragraph 3, \$4,500.00 for any re-audit necessary to verify required minimum levels of compliance with standards and/or compliance with life-health-safety standards found in non-compliance at the time of the standards compliance audit or monitoring visit.
5. The Agency agrees to pay; in addition to the other accreditation fees provided herein, for the cost of field consultation services to the facility or program, which are requested in writing by the agency. The cost will be \$4,500.00 for technical assistance; \$6,500.00 for a mock audit.

6. a. This Contract shall be effective upon signing by the second party, and shall remain in full force until the earlier of 3 years after accreditation is granted or the Contract is terminated pursuant to subparagraph b).
- b. The Agency may terminate this Contract upon 30 days written notice to the Association. The Association may terminate this Contract for cause, upon 30 days written notice to the Agency. The Association's decision of termination may be appealed by the Agency within 30 days of notification of the decision.

The agency agrees to pay an audit re-scheduling fee of \$1,500 if the postponement of a scheduled audit is not completed at least 90 days prior to the scheduled audit. This postponement fee covers auditor rebooking fees and administrative costs.

- c. All accreditation, administrative, and annual fees due are payable as of the effective date of termination, shall remain a debt to the Association, and all fees paid are non-refundable.
7. This Contract shall be governed in all respects by the laws of the State of Illinois.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be signed by their duly authorized representatives. The dates of the contract period will be adjusted in accordance with the date of the agency's signature.

For the:

Winnebago County Sheriff's Office

By: _____

Title: _____

Date: _____

For the:

AMERICAN CORRECTIONAL ASSOCIATION

By: _____

Title: Executive Director

Date: _____

Please send invoice to:

Name: _____

Facility: _____

Address: _____

Telephone Number: _____

Email: _____

Please return all documents and remit payments to:

American Correctional Association

Standards & Accreditation Department

206 N. Washington Street, Suite 200

Alexandria, VA 22314-2528



Resolution Executive Summary

Prepared By: Rick Ciganek
Committee: Public Safety and Judiciary Committee
Committee Date: February 12, 2025
Board Meeting Date: February 27, 2025
Resolution Title: Resolution Authorizing the Chairman of the County Board to Execute an Intergovernmental Agreement with the City of South Beloit Fire Department for Fire and EMS Dispatch Services

Budget Information:

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

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

Recommendation: Approve the agreement. The City of South Beloit Fire Department will generate approx. 1000 calls for service each and will pay the county \$15 dollars per fire dispatch.

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

2025 CR

**RESOLUTION AUTHORIZING THE CHAIRMAN OF THE COUNTY BOARD TO
EXECUTE AN INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF SOUTH
BELOIT FIRE DEPARTMENT FOR FIRE AND EMS DISPATCH SERVICES**

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

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

WHEREAS, the City of South Beloit Fire Department (“City”) provides emergency fire and medical services; and

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

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

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

Respectfully Submitted,
PUBLIC SAFETY AND JUDICIARY COMMITTEE

AGREE

DISAGREE

BRAD LINDMARK, CHAIR

BRAD LINDMARK, CHAIR

AARON BOOKER

AARON BOOKER

ANGIE GORAL

ANGIE GORAL

KEVIN MCCARTHY

KEVIN MCCARTHY

TIM NABORS

TIM NABORS

CHRIS SCROL

CHRIS SCROL

MICHAEL THOMPSON

MICHAEL THOMPSON

The above and foregoing Resolution was adopted by the County Board of the County of Winnebago, Illinois this ____ day of _____ 2025.

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

ATTESTED BY:

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

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

THIS INTERGOVERNMENTAL AGREEMENT (“Agreement”) is made this ____ day of _____, 2025 (“Effective Date”), by and between the County of Winnebago, Illinois, a body politic and corporate, on behalf of the Winnebago County Sheriff’s Office (“County”) and the City of South Beloit, an Illinois municipal corporation, on behalf of South Beloit Fire Department (“City”). The County and the City are also collectively referred to herein as the “Parties” or individually as a “Party.”

WITNESSETH

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

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

WHEREAS, the City, through South Beloit Fire, provides emergency fire and medical services; and

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

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

1. Agreement to Provide Services

- a. Dispatching. To the extent PSAP, as the designated primary Public Safety Answering Point for Winnebago County, receives 9-1-1 telephone calls for areas serviced by the City, PSAP shall answer those calls and provide dispatch services

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

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

2. Ownership and Responsibility for Equipment

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

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

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

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

7. Rates and Billing

- a. The City will pay the County the sum of \$15.00 per dispatched call. Nothing in this Agreement is to be construed as the City's acknowledging any obligation to pay any fee for dispatch outside of the undertaking set forth herein. Notwithstanding anything to the contrary in this Agreement, the payment obligation set forth herein shall not be deemed as an acknowledgment or assumption by the City of any obligation or responsibility of it to provide or contribute to the costs associated with dispatching of emergency calls for fire and EMS services for the City, nor is this Agreement an acknowledgment or assumption by the County of its obligation or responsibility to perform dispatching of emergency calls for fire and EMS services for the City without such contribution. During the terms of this Agreement, the cost per dispatched call will not increase by an amount greater than the six percent (6%).
- b. The County shall send bills monthly to City at the following address:

City of South Beloit
519 Blackhawk Blvd.
South Beloit, IL 61080
Attn: Finance Director

- c. The City shall pay the County all amounts due pursuant to the Illinois Local Government Prompt Payment Act, 50 ILCS 505/1 *et seq.* All payments shall be made to:
County of Winnebago
404 Elm Street
Rockford, IL 61101
Attn: Finance Department

8. Term and Termination.

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

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

10. Miscellaneous.

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

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

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

If to City of South Beloit: City of South Beloit
Attention Mayor's Office
519 Blackhawk Blvd.
South Beloit, IL 61080

Copy to: Attorney Roxanne Sosnowski
SosnowskiSzeto LLP
6735 Vistagreen Way, Suite 300
Rockford, IL 61107

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

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

<signature page follows>

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

COUNTY OF WINNEBAGO, ILLINOIS

a body politic and corporate

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

Date: _____

ATTEST:

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

Date: _____

CITY OF SOUTH BELOIT,
an Illinois municipal corporation

Tom Fitzgerald
Mayor

Date: _____

ATTEST:

Tracy Patrick
City Clerk
City of South Beloit, Illinois

Date: _____

EXHIBIT A

LIST OF SERVICES AND EQUIPMENT TO BE PROVIDED BY COUNTY

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

EXHIBIT B

RADIO FREQUENCY FOR DISPATCHERS PROVIDED BY SOUTH BELOIT FIRE

1. Repeater Transmit Frequency
2. Repeater Receive Frequency
3. Fire Ground Frequency

Still Alarm Tone

A tone

B tone

General Alarm Tones

A tone

B tone

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



Resolution Executive Summary

Prepared By: Rick Ciganek
Committee: Public Safety and Judiciary Committee
Committee Date: February 12, 2025
Board Meeting Date: February 27, 2025
Resolution Title: Resolution Authorizing the Chairman of the County Board to Execute an Intergovernmental Agreement with Win-Bur-Sew Fire Protection District for Fire and EMS Dispatch Services

Budget Information:

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

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

Recommendation: Approve the agreement. The Win-Bur-Sew Fire Protection District will generate approx. 700 calls for service each year and they will pay the county \$15 dollars per fire dispatch.

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

2025 CR

**RESOLUTION AUTHORIZING THE CHAIRMAN OF THE COUNTY BOARD TO
EXECUTE AN INTERGOVERNMENTAL AGREEMENT WITH WIN-BUR-SEW FIRE
PROTECTION DISTRICT FOR FIRE AND EMS DISPATCH SERVICES**

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

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

WHEREAS, the Win-Bur-Sew Fire Protection District (“Win-Bur-Sew Fire”) provides emergency fire and medical services; and

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

WHEREAS, the Public Safety Committee of the County Board for the County of Winnebago, Illinois, has reviewed the proposed terms of the Intergovernmental Agreement with the Win-Bur-Sew Fire Protection District, attached hereto as Exhibit A, and recommends contracting with Win-Bur-Sew Fire under the terms set forth in the Intergovernmental 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 with the Win-Bur-Sew Fire Protection District, in substantially the same form as contained in Exhibit A.

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

Respectfully Submitted,
PUBLIC SAFETY AND JUDICIARY COMMITTEE

AGREE

DISAGREE

BRAD LINDMARK, CHAIR

BRAD LINDMARK, CHAIR

AARON BOOKER

AARON BOOKER

ANGIE GORAL

ANGIE GORAL

KEVIN MCCARTHY

KEVIN MCCARTHY

TIM NABORS

TIM NABORS

CHRIS SCROL

CHRIS SCROL

MICHAEL THOMPSON

MICHAEL THOMPSON

The above and foregoing Resolution was adopted by the County Board of the County of Winnebago, Illinois this ____ day of _____ 2025.

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

ATTESTED BY:

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

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

THIS INTERGOVERNMENTAL AGREEMENT (“Agreement”) is made this ____ day of _____, 2024 (“Effective Date”), by and between the County of Winnebago, Illinois, a body politic and corporate, on behalf of the Winnebago County Sheriff’s Office (“County”) and the Win-Bur-Sew Fire Protection District, a unit of local government (“Win-Bur-Sew Fire”). The County and Win-Bur-Sew Fire are also collectively referred to as the “Parties” or individually as a “Party.”

WITNESSTH

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

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

WHEREAS, the County and Win-Bur-Sew Fire are public agencies as defined in the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*; and

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

WHEREAS, Win-Bur-Sew Fire provides emergency fire and medical services; and

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

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

1. Agreement to Provide Services

- a. Dispatching. To the extent PSAP, as the designated primary Public Safety Answering Point for Winnebago County, receives 9-1-1 telephone calls for areas serviced by the Win-Bur-Sew Fire Protection District, PSAP shall answer those

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

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

2. Ownership and Responsibility for Equipment

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

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

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

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

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

7. Rates and Billing
 - a. Win-Bur-Sew Fire will pay the County the sum of \$15.00 per dispatched call. Nothing in this Agreement is to be construed as Win-Bur-Sew Fire acknowledging any obligation to pay any fee for dispatch outside of the undertaking set forth herein. Notwithstanding anything to the contrary in this Agreement, the payment obligation set forth herein shall not be deemed as an acknowledgment or assumption by Win-Bur-Sew Fire of any obligation or responsibility of it to provide or contribute to the costs associated with dispatching of emergency calls for fire and EMS services for Win-Bur-Sew Fire, nor is this Agreement an acknowledgment or assumption by the County of its obligation or responsibility to perform dispatching of emergency calls for fire and EMS services for Win-Bur-Sew Fire without such contribution. During the terms of this contract , the cost per dispatched call will not increase by an amount greater than the six (6) percent.

 - b. The County shall send bills monthly to Win-Bur-Sew Fire at the following address:

Win-Bur-Sew Fire Protection District
110 East Main Street
Winnebago, Illinois, 61088

Attn: Chief of Department

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

County of Winnebago
404 Elm Street
Rockford, IL 61101
Attn: Finance Department

8. Term and Termination.

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

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

10. Miscellaneous.

- a. Amendment. The terms and provisions of this Agreement may only be modified or amended by mutual consent of the parties to this Agreement via a written document

executed by duly authorized representatives of the County and Win-Bur-Sew Fire Protection District.

- b. Governing Law. The Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Illinois.
- c. Notices. Notices permitted or required under the Agreement shall be mailed by certified mail postage prepaid, and addressed as follows.

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

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

If to Win-Bur-Sew Fire: Win-Bur-Sew Fire Protection District
 110 East Main Street
 Winnebago, IL 61088
 Attn: Chief of Department

Copy to: Win-Bur-Sew Fire Protection District Attorney

- d. Headings. The headings used in this Agreement are for convenience only and shall not affect the interpretation of the Agreement.
- e. Parties Bound. This Agreement is binding on and shall inure to the benefit of the parties hereto.
- f. Severability. If any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respects, such invalidity, illegality, or unenforceability shall not invalidate any other provisions thereof and this Agreement shall be construed as if such portion had never been contained herein.
- g. Counterparts. This Agreement may be executed in several counterparts, including electronic and facsimile form, each of which so executed shall constitute one and the same instrument.

- h. No terms or provisions hereof shall be deemed waived, and no breach excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether express or implied, shall not constitute consent to, waiver of, or excuse for any other different or subsequent breach.
- i. The Parties each warrant to the others that they have the authority to enter into this Agreement and that the person or persons executing this Agreement on their behalf has been duly authorized to act as the representative or officer of each respective party in affixing their signatures to the Agreement. The Parties hereto agree to sign such documents, enact such ordinances or resolutions, or perform such further obligations as may be necessary to effectuate the purposes of this Agreement.
- j. Assignment. This Agreement may not be assigned by either party without prior written consent of the other.

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

COUNTY OF WINNEBAGO, ILLINOIS
a body politic and corporate

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

Date: _____

ATTEST:

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

Date: _____

WIN-BUR-SEW FIRE PROTECTION DISTRICT,
a unit of local government

Dave Dorit
Dave Dorit
Fire Chief

Date: *12-17-2024*

ATTEST:
Guy Cunningham

Date: *12/17/2024*

Board President

GUY CUNNINGHAM

EXHIBIT A

LIST OF SERVICES AND EQUIPMENT TO BE PROVIDED BY COUNTY

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

EXHIBIT B

RADIO FREQUENCY FOR DISPATCHERS PROVIDED BY WIN-BUR-SEW FIRE PROTECTION DISTRICT

1. Repeater Transmit Frequency 153.7475 PL D315
2. Repeater Receive Frequency 154.8525 PL D315,
3. Fire Ground Frequency 154.205 (receive & transmit) PL D411

Still Alarm Tone

A tone 1473.1

B tone 1514.2

General Alarm Tones

A tone 1473.1

B tone 2334.6

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



Resolution Executive Summary

Prepared By: Purchasing Department on behalf of Facilities
Committee: Public Safety and Judiciary Committee
Committee Date: February 12, 2025
Resolution Title: Resolution to Award Annual Maintenance Agreement for X-Ray Scanners
Board Meeting Date: February 27, 2025

Budget Information:

Was item budgeted? Yes	Appropriation Amount: \$37,800
If not, explain funding source:	
ORG/OBJ/Project Code: See below	Budget Impact: \$37,800

Background Information: Annual maintenance agreement with AutoClear, LLC on seven County owned X-Ray machines. The agreement has been annually renewed since 2012.

12000-01721	Three X-Ray Scanners Criminal Justice Center \$16,200
12000-01056	One X-Ray Scanner Juvenile Justice Center \$5,400
12000-01526	One X-Ray Scanner Adult Probation 526 \$5,400
12000-27000	Two X-Ray Machines Public Safety Building (Courthouse Complex) \$10,800

MODEL: **AC6848** SERIAL # **121025P#235MESM**
MODEL: **AC6848** SERIAL # **130122P#08MESM**
MODEL: **AC6848** SERIAL # **130124P#09MESM**
MODEL: **AC6848** SERIAL # **121025P#236MESM**
MODEL: **AC6848** SERIAL # **121107P#253MESM**
MODEL: **AC6848** SERIAL # **121107P#252MESM**
MODEL: **AC6848** SERIAL # **121106P#249MESM**

Recommendation: Facilities Director, Shawn Franks, recommends approval. This maintenance agreement includes two radiation checks and calibrations per year/machine.

Contract/Agreement: The agreement is for one year. See Resolution Exhibit A.

Legal Review: Normal maintenance agreement

Follow-Up: Facilities Director will complete the annual registration of all building X-Ray scanning machines with IEMA.

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

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

2025 CR

RESOLUTION TO AWARD THE ANNUAL MAINTENANCE AGREEMENT FOR X-RAY SCANNERS

WHEREAS, the County of Winnebago purchased the following seven X-Ray Scanners for various security locations within County facilities in 2012 from AutoClear, LLC; and,

MODEL: **AC6848** SERIAL # **121025P#235MESM**
MODEL: **AC6848** SERIAL # **130122P#08MESM**
MODEL: **AC6848** SERIAL # **130124P#09MESM**
MODEL: **AC6848** SERIAL # **121025P#236MESM**
MODEL: **AC6848** SERIAL # **121107P#253MESM**
MODEL: **AC6848** SERIAL # **121107P#252MESM**
MODEL: **AC6848** SERIAL # **121106P#249MESM**

WHEREAS, a one (1) year Platinum Level Maintenance Agreement was included with the original purchase and has been renewed annually, providing premier service and unlimited technical support, parts, travel expenses of technicians, and two (2) preventive maintenance checks with radiation survey (cleaning, adjustments, tightening, and calibrations) to be completed on each unit per year; and

WHEREAS, proper maintenance for this security equipment is vital to the safety of all persons entering a secure County facility, and to ensure compliance with standards specifically established by the State of Illinois for this type of equipment; and

WHEREAS, the County of Winnebago would like to renew the AutoClear, LLC Annual Maintenance Agreement for each scanner at the Platinum Level rate of FIVE THOUSAND FOUR HUNDRED DOLLARS (\$5,400) per unit, for a total of THIRTY-SEVEN THOUSAND EIGHT HUNDRED DOLLARS (\$37,800); and

WHEREAS, the Public Safety and Judiciary Committee of the County Board for the County of Winnebago, Illinois has reviewed the AutoClear, LLC Annual Maintenance Agreement, Resolution Exhibit A, and recommends renewal; and

WHEREAS, the Public Safety and Judiciary Committee has determined that the funding for the aforementioned purchase shall be as follows:

12000-01721:	3 X-Ray Machines	\$16,200
12000-01056:	1 X-Ray Machine	\$ 5,400
12000-01526:	1 X-Ray Machine	\$ 5,400
12000-27000:	2 X-Ray Machines	\$ 10,800

NOW, THEREFORE, BE IT RESOLVED, by the County Board of the County of Winnebago, Illinois that the County Facilities Director is hereby directed and authorized to renew the AutoClear, LLC. Annual Maintenance Agreement with AutoClear, LLC and to issue a purchase order to AUTOCLEAR, LLC, 10A BLOOMFIELD AVENUE PINE BROOK, NJ 07058 in the amount of THIRTY-SEVEN THOUSAND EIGHT HUNDRED DOLLARS (\$37,800) for payment of the one-year agreement.

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

MICHAEL THOMPSON

MICHAEL THOMPSON

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 _____ 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



World Headquarters
 10A Bloomfield Avenue
 Pine Brook, NJ 07058 USA
 Tel. 1.973.276.6000
 Fax. 1.973.227-0832
 info@autoclear.com

**AUTOCLEAR X-RAY INSPECTION SYSTEMS
 ANNUAL MAINTENANCE AGREEMENT**

Account: Winnebago County
Address: 650 West State St.
 Rockford, IL 61101
 Attn: Kaitlyn Anderson

Coverage Level: Full Coverage **Date Issued:** 1/14/2025
Contract Effective Date: 2/1/2025 **Contract Expiration Date:** 1/31/2026

Model	Serial Number	Unit Address*	Unit Coverage Price
6848	121025P#235		\$5,400.00
6848	121025P#236		\$5,400.00
6848	121106P#249		\$5,400.00
6848	121107P#252		\$5,400.00
6848	121107P#253		\$5,400.00
6848	130122P#08		\$5,400.00
6848	130124P#09		\$5,400.00
Contract Total:			\$37,800.00

*If different from billing account address

Customer Signature _____ Position/Title _____ Date _____

Accepted by Autoclear, LLC.: _____ Date: _____



World Headquarters
10A Bloomfield Avenue
Pine Brook, NJ 07058 USA
Tel. 1.973.276.6000
Fax. 1.973.227-0832
info@autoclear.com

AUTOCLEAR ANNUAL MAINTENANCE AGREEMENT TERMS & CONDITIONS

Autoclear, LLC's sole obligation is to complete services as defined under the contract terms for the coverage level selected within the stated effective agreement dates for all listed Autoclear manufactured X-ray equipment. All Autoclear annual maintenance agreements include one preventative maintenance (PM) service per machine, per contract year, unless otherwise stated. It is the responsibility of the end-user to request/schedule all services within the contract dates. All services will be performed during Autoclear normal business hours (8:00 AM – 5:00 PM local time, Mon. – Fri., excluding holidays).

This maintenance agreement does NOT extend to (1) damage resulting from accident, misuse, neglect, or improper installation, maintenance, or application; (2) damage resulting from elemental or environmental factors including, but not limited to, moisture, heat, corrosive materials, abrasives, or pollutants; or (3) damage or loss in transit, including transit within the grounds of the initial installation facility. This contract is VOID when service or repairs are performed by service personnel not authorized by Autoclear, or when any system or part is altered without consent from Autoclear, LLC. This contract is extended only to the issued contract holder/end user and is NOT TRANSFERABLE to subsequent users.

No responsibility, or liability for consequential loss or damage, can be assumed by Autoclear, LLC. for vendor/supplier delays, acts of nature, decrees or acts of government, strikes, delays in transportation, unavailability of replacement parts, interruption of business of either party, or other causes beyond Autoclear's control. Damage, as defined in this contract, refers to physical harm caused to the X-ray scanning system and its external components in such a way as to impair its value, usefulness, or normal function, including dings, nicks, dents, misalignment, etc. The following is considered negligence or abuse of the X-ray scanner and/or its components:

- Misuse or abuse of x-ray scanner by the operator. This includes, but is not limited to:
 - Cutting/splicing/tearing of any cables or cords
 - Removing or damaging any buttons on the X-ray system, including the keyboard or operator control panel (OCP)
 - Liquids coming into contact with mechanical or electronic components
 - Cutting/damaging/removing lead curtains or conveyor belt
 - Dropping or physical damage to the monitor, OCP, or related components
 - Tampering with or removing any components of the X-ray scanner system without Autoclear's authorization
- Any damage caused by a 3rd party not authorized or trained by Autoclear, LLC. on how to operate, troubleshoot, or repair a scanner
- Any damage caused by storage or operation in an area where scanner can be exposed to rain, snow, sleet, wind, debris, and animals
- Careless movement (banging, collision, excessive force, etc.) or improper storage of scanner that results in damage

Environmental conditions that are the responsibility of the end-user are:

- Excessive heat/moisture/dust where scanner is located
- Unstable or uneven flooring
- Insubstantial or unstable electrical input

For proper usage & storage guidelines, please refer to the Autoclear X-ray Systems User's Manual.

AUTOCLEAR, LLC. AGREES TO PROVIDE, AND THE CUSTOMER AGREES TO ACCEPT, MAINTENANCE AGREEMENT SERVICES ON THE EQUIPMENT LISTED ABOVE TO THE COVERAGE LEVEL CHOSEN AND THE TERMS & CONDITIONS AS OUTLINED ON PAGE TWO (2) OF THIS CONTRACT. AUTOCLEAR, LLC GENERAL TERMS & CONDITIONS APPLY.



Resolution Executive Summary

Prepared By: Purchasing Department on behalf of Animal Services
Committee: Public Safety and Judiciary Committee
Committee Date: February 12, 2025
Resolution Title: Resolution Awarding a Veterinarian Services Agreement Between Winnebago County Animal Services and Shelter Vet-On-The-Go, PLLC
Board Meeting Date: February 27, 2025

Budget Information:

Was item budgeted? Yes	Appropriation Amount: \$150,000
If not, explain funding source:	
ORG/OBJ/Project Code: 77000-41120	

Background Information: The Winnebago County Animal Services Department has been in desperate need of a full-time Veterinarian and has been unable to fill this position. To ensure compliance on medical treatment, the team has previously worked with this company to support the needs of this facility.

The contract allows for 3 times per week and 4 hours per visit, which is billed in the sum of \$3,600 bi-monthly. If additional services are needed the facility has the ability to request additional support at an hourly rate of \$150 per/hour. This expense is offset by the Veterinarian salary.

This service helps to alleviate the strain of resources and stress of the animals requiring spay/neuter surgeries travelling to Madison, Wisconsin by providing this service at the facility, as well as some additional medical treatment that would be provided at an off-site veterinary clinic.

In order to keep the required treatments provided to the animals, the department would like to enter into a one-year agreement for Veterinarian services with Shelter Vet On-The-Go, PLLC or until such time when a full-time veterinarian is hired.

Recommendation: Jennifer Stacy, Animal Services Administrator, recommends awarding a one-year agreement with Shelter Vet On-The-Go, PLLC or until such a time when a full-time veterinarian is hired.

Contract/Agreement: The agreement is for one year. See Resolution Exhibit A.

Legal Review: The State's Attorney's Office has reviewed the agreement.

Follow-Up: The Purchasing Department will route the agreement for signatures.

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

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

2025 CR

**RESOLUTION AWARDING A VETERINARIAN SERVICES AGREEMENT BETWEEN WINNEBAGO
COUNTY ANIMAL SERVICES AND SHELTER VET-ON-THE-GO, PLLC**

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 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 Animal Services Department (Animal Services) has been looking to hire a full-time veterinarian and has been unable to secure one on a permanent basis; and

WHEREAS, due to the fact that there is no current staff at Animal Services that possesses the licenses for necessary medical treatment and vaccines for shelter animals, thus qualifying this as an Emergency Procurement based on section 2-357 (f) of the County Purchasing Ordinance: *Emergency procurements*. Notwithstanding any other provisions of this division, the procurement of goods, services, or construction items when there exists a threat to public health, welfare, or safety, or to prevent or minimize serious disruption of government services, shall be considered an "emergency"; and

WHEREAS, Animal Services would like to enter into a one-year agreement with Shelter Vet On-The-Go, PLLC for veterinary services or until such time when a full-time veterinarian is hired; and

WHEREAS, the Public Safety and Judiciary Committee of the County Board for the County of Winnebago, Illinois, has reviewed the Service Agreement with Shelter Vet On-The-Go, PLLC, Resolution Exhibit A, and recommends awarding a one-year agreement; and

WHEREAS, the Public Safety and Judiciary Committee of the County Board for the County of Winnebago, Illinois, has determined that the funding for the aforementioned shall be as follows:

77000-41120

NOW, THEREFORE, BE IT RESOLVED, by the County Board of the County of Winnebago, Illinois that the County Board Chairman is authorized to accept and execute, on behalf of the County of Winnebago, Illinois, a one-year Agreement with SHELTER VET-ON-THE-GO, PLLC, 646 SHILOH ROAD, ROCKFORD, ILLINOIS 61107.

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 Animal Services Administrator, Director of Purchasing, Finance Director, County Board Office, and County Auditor.

Respectfully Submitted,
PUBLIC SAFETY AND JUDICIARY COMMITTEE

AGREE

DISAGREE

BRAD LINDMARK, CHAIR

BRAD LINDMARK, CHAIR

AARON BOOKER

AARON BOOKER

ANGIE GORAL

ANGIE GORAL

KEVIN MCCARTHY

KEVIN MCCARTHY

TIM NABORS

TIM NABORS

CHRIS SCROL

CHRIS SCROL

MICHAEL THOMPSON

MICHAEL THOMPSON

The above and foregoing Resolution was adopted by the County Board of the County of Winnebago, Illinois this ____ day of _____ 2025.

JOSEPH V. CHIARELLI
CHAIR 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



Shelter Vet On-the-Go, PLLC

646 Shiloh Road
Rockford, IL 61107
DrBridgetHolck@gmail.com
(815) 980-9426

Winnebago County Animal Services

4517 North Main Street
Rockford, IL 61103
JStacy@wcas.wincoil.gov
(815) 319-4100

SERVICE AGREEMENT

Shelter Vet On-the-Go, PLLC (hereinafter "SVO") shall provide veterinary services to Winnebago County Animal Services (hereinafter "CLIENT") pursuant to the terms and conditions herein. This contract is effective from *** through *** and shall continue in full force and effect unless or until canceled by either party, as set forth in the Terms and Conditions.

SVO agrees to provide veterinary services at CLIENT's location three times per week for four hours per visit (hereafter "REGULAR TIME") during the term of this Agreement. CLIENT agrees to pay SVO the sum of \$3,600 bi-monthly for such REGULAR TIME. Hours which are in addition to such REGULAR TIME (hereinafter "ADDITIONAL TIME") shall be invoiced to CLIENT separately and shall be paid pursuant to the Illinois' Local Government Prompt Payment Act, 50 ILCS 505/1 et seq. The ADDITIONAL TIME shall be billed at the rate set forth below. SVO shall not provide ADDITIONAL TIME unless requested and APPROVED by CLIENT. Discounts shall be given for any given week SVO is not present on site for the full scheduled REGULAR TIME.

Description	Quantity	Unit Price	Total
Veterinary Services		\$150 / hr	

Materials ordered under the license of the SVO veterinarian can only be used under the direct orders of such licensed veterinarian. Any controlled substances ordered using the on-site veterinarian's licenses can only be used under the direct supervision of such licensed veterinarian. Failure to comply with these parameters will be cause for immediate termination of this service agreement.

The undersigned CLIENT hereby agrees to the foregoing schedule and payment structure and further represents that they have read, understand, and agree to all terms and conditions included with this Agreement.

Signed: _____ Shelter Vet On-the-Go, PLLC representative

Signed: _____ CLIENT representative

Date: _____

TERMS AND CONDITIONS

SHELTER VET ON-THE-GO, PLLC

1. INSURANCE. The parties to the Agreement shall each maintain their own professional liability insurance policies at not less than the minimum required amounts pursuant to Illinois statutes. SVO shall maintain adequate worker's compensation insurance as well as all necessary automobile policies.

2. CANCELTATION. Either party can terminate the Agreement for any reason by giving not less than seven (7) days written notice to the other party.

3. INDEMNIFICATION. SVO hereby agrees to indemnify and hold the Client, Winnebago County, Illinois, and the Client and Winnebago County's employees and elected and appointed officials free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities to the extent caused by the negligent act, error or omission of Dr. Bridget Holck, and/or SVO officers, employees and representatives, in the performance of Dr. Bridget Holck's and/or SVO's duties set forth in these Terms and Conditions and in the Service Agreement signed by SVO and the Client.

4. PROFESSIONAL CONDUCT. SVO officers and employees shall conduct themselves in a professional manner at all times while at CLIENT's premises and present themselves appropriately during their hours of service.

5. EQUIPMENT. CLIENT shall work directly with SVO in ensuring that CLIENT has available to it proper and necessary equipment, as well as adequate exam and prep areas available to allow SVO to perform the contemplated veterinary services.

6. RIGHT TO REFUSE. SVO maintains the right, in SVO's sole discretion, to refuse to address any injury or perform any procedure for CLIENT and CLIENT's animals. SVO will make all decisions regarding the procedures and treatments to be carried out and shall make all efforts to get CLIENT's approval for any deviation from standard procedures prior to making such deviations. However, SVO shall have the right to take extraordinary measures without CLIENT's approval if, in the professional opinion of SVO, such procedures are necessary.

7. LATE CHARGES. All invoices are subject to the Illinois' Local Government Prompt Payment Act, 50 ILCS 505/1 et seq.

8. JURISDICTION AND VENUE. In the event that either party seeks to enforce their rights under this Agreement, such suit shall be governed by the laws of the State of Illinois and the case shall be brought in the 17th Judicial Circuit Courts of Winnebago County, Illinois.

9. NO AGENCY. SVO shall at all times under this Agreement be an independent contractor and in no way considered an employee of CLIENT.

10. COSTS. Neither party shall have the authority to bind the other to any contract, cost, or expense without the express written authority of the other party.

11. ALTERNATE SCHEDULING. SVO shall have the right, with the approval of the CLIENT, to substitute days and times of the REGULAR HOURS on an equal basis.

12. NO ASSIGNMENT OR AMENDMENT. This Agreement may not be amended or assigned without the express written permission and agreement of both parties hereto.

UNFINISHED BUSINESS

NEW BUSINESS

ANNOUNCEMENTS & COMMUNICATIONS



WINNEBAGO COUNTY

— ILLINOIS —

Announcements & Communications

Date: February 13, 2025

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. Federal Register/Vol. 90, No. 12/Tuesday, January 21, 2025/Notices
 - b. Braidwood Station, Units 1 and 2; Byron Station, Units 1 and 2; Calvert Cliffs Nuclear Power Plant, Units 1 and 2; Clinton Power Station, Unit 1; Dresden Nuclear Power Station; Units 2 and 3; James A. Fitzpatrick Nuclear Power Plant; LaSalle County Station, Units 1 and 2; Nine Mile Point Nuclear Station, Units 1 and 2; Peach Bottom Atomic Power Station, units 2 and 3; Quad Cities Power Plant-Request for Withholding Information from Public Disclosure
 - c. Byron Station-Integrated Inspection Report 05000454/2024004 and 05000455/2024004
2. County Clerk Gummow received from Theresa Grennan, Winnebago County Treasurer the following:
 - a. Collateralization Report – as of December 31, 2024
 - b. Investment Report - as of January 1, 2025
 - c. Winnebago County Treasurer Bank Balances –December, 2024

Adjournment