



WINNEBAGO COUNTY

— ILLINOIS —

AGENDA

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

Thursday, June 12, 2025
6:00 p.m.

- 1. Call to Order Chairman Joseph Chiarelli**
- 2. Invocation and Pledge of Allegiance.....Board Member Angela Fellars**
- 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 – None
- 6. Approval of Minutes Chairman Joseph Chiarelli**
 - A. Approval of May 8, 2025 minutes
 - B. Layover of May 22, 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. Cherry Valley Fire Protection District, Annual Compensation: \$4,500
 1. Karl Ericksen (Reappointment), Cherry Valley, Illinois, to serve a 3-year term expiring May 2028
 - B. Win-Bur-Sew Fire Protection District, Annual Compensation: \$1,500
 1. Charles Meyers, Sr. (Reappointment), Rockford, Illinois, to serve a 3-year term expiring May 2028

- 9. Reports of Standing Committees.....Chairman Joseph Chiarelli**
- A. Finance Committee.....**John Butitta, Committee Chairman**
1. Committee Report
 2. Ordinance for a Budget Amendment for Grant Award for Addressing Co-occurring Disorders for People who are Involved in the Justice System to be Laid Over
 3. Ordinance for Approval of Budget Amendment for the Black Creek (Sallyport) Agreement [Juvenile Detention Custody Management System upgrade] to be Laid Over
 4. Resolution Authorizing the County of Winnebago to Enter into an Agreement with Black Creek Integrated Systems Corp. (Sallyport) for Juvenile Detention Custody Management System
 5. Ordinance for a Budget Amendment for Winnebago County Community Mental Health Board Accelerator Grant Award to Juvenile Detention Center to be Laid Over
 6. Ordinance for a Budget Amendment for Focused Deterrence Program Partial Alternative Funding to be Laid Over
 7. Resolution Authorizing Settlement of Pending Litigation (Sarah Tehan et al. v. Winnebago County Sheriff’s Department, et al.)
 8. Resolution Authorizing Settlement of Pending Litigation (Kelli Graham v. Winnebago County Health Department)
- 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 Granting Authority to the Winnebago County Board Chairman to Execute the Documents Necessary to Complete a Loan for \$40,000 from the Revolving Loan Fund to Socks N Slots Laundry LLC (Socks)
- D. Operations and Administrative Committee **Keith McDonald, Committee Chairman**
1. Committee Report
 2. Resolution Awarding Purchase of Replacement Vehicle for Juvenile Detention Center Using CIP 2025 Funds
Cost: \$43,240
 3. Resolution Awarding LED Can Light Upgrades for Criminal Justice Center Using CIP 2025 Funds
Cost: \$60,533
 4. Resolution Awarding Replacement of Nurse Call System for River Bluff Nursing Home
Cost: \$677,211
 5. Resolution Awarding Renewal for Onsite Wellness Clinic 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

- G. Legislative and Lobbying Committee..... **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 & Communications Clerk Lori Gummow
A. Correspondence (see packet)

13. AdjournmentChairman Joseph Chiarelli

Next Meeting: Thursday, June 26, 2025

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

Approval of Minutes

**REGULAR ADJOURNED MEETING
WINNEBAGO COUNTY BOARD
MAY 8, 2025**

1. Chairman Chiarelli Called to Order the Regular Adjourned Meeting of the Winnebago County Board for Thursday, May 8, 2025 at 6:00 p.m.

2. Board Member Booker gave the invocation and led the Pledge of Allegiance.

3. Agenda Announcements:

County Administrator Thompson announced there will be two additional speakers.

4. Roll Call: 17 Present. 2 Absent. (Board Members Booker, Butitta, Fellars, Goal, Hanserd, Hoffman, Lindmark, McCarthy, McDonald, Nabors, Penney, Scrol, Sweeney, Tassoni, M. Thompson, Valdez, and Webster. (Board Members Arena and R. Thompson were absent.)

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

Board Member R. Thompson joined remotely at 6:02 p.m.

Board Member Arena arrived at 6:05 p.m.

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

5. Awards - None

Presentations- None

Public Hearings - None

Public Participation - Nancy Edwardsen, Winnebago County Veterinary School of Medicine, Pro

Connor Brown, Greater Rockford Chamber of Commerce, Restoring Chairman's Executive Powers, Pro

Pastor Ed Copeland, New Zion Church Restoring Chairman Powers, Pro

Mayor Tom Fitzgerald, Restoring Chairman Powers, Pro

Chairman Chiarelli recolonized two former Board Members in the audience.

APPROVAL OF MINUTES

6. Chairman Chiarelli entertained a motion to approve the Minutes. Board Member Penney made a motion to approve County Board Minutes of April 10, 2025 and layover County Board Minutes of April 24, 2025, seconded by Board Member Booker. 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 May 8, 2025. Board Member Penney made a motion to approve the Consent Agenda which includes the Raffle Report and Auditor's Report, seconded by Board Member Valdez. 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. No Report.

ZONING COMMITTEE

10. See under Unfinished Business.

ECONOMIC DEVELOPMENT COMMITTEE

11. No Report.

OPERATIONS & ADMINISTRATIVE COMMITTEE

12. Board Member McDonald made a motion to approve a Resolution Authorizing the Chairman of the County Board to Execute an Intergovernmental Agreement with Rockford Public Schools, District No. 205, for Reciprocal Co-Location of Assets, seconded by Board Member Hoffman. Motion was approved by a unanimous vote of all members present.

13. Board Member McDonald made a motion to approve a Resolution Awarding Email Security Filtering Annual Licensing, seconded by Board Member Penney. Motion was approved by a unanimous vote of all members present.
14. Board Member McDonald made a motion to approve a Resolution Amending the Master Commercial Card Agreement with PJMorgan Chase Bank, seconded by Board Member Penney. Motion was approved by a unanimous vote of all members present.
15. Board Member McDonald made a motion to approve a Resolution Approving Huffman Keel Partners, Inc. as the Construction Consult for the Public Safety Building Project, seconded by Board Member Penney. Motion was approved by a unanimous vote of all members present.
16. Board Member McDonald made a motion to approve a Resolution Awarding Replacement Carpet for the Administration Building Using CIP 2023 and 2024 Funds, seconded by Board Member McCarthy. Motion was approved by a unanimous vote of all members present.
17. Board Member McDonald made a motion to approve a Resolution Awarding Snow Plowing Maintenance Services, seconded by Board Member Hanserd. Motion was approved by a unanimous vote of all members present.

PUBLIC WORKS COMMITTEE

18. Board Member Tassoni announced the Public Works Committee will meet next Tuesday at 5:00 p.m.

PUBLIC SAFETY AND JUDICIARY COMMITTEE

19. Board Member Lindmark announced the Public Safety and Judiciary Committee will meet Monday, May 12, 2025.

LEGISLATIVE AND LOBBYING COMMITTEE

20. No Report.

UNFINISHED BUSINESS

21. **Zoning Committee**

1. Board Member Webster made a motion to approve SU-02-25 A special use permit to allow a ground-mounted solar energy system in the front yard (that is proposed at 8 feet, exceeding the maximum height of 3 feet) in the AG, Agricultural Priority District for the property that is commonly known as 17120 Laube Road, Davis, IL 61019 in Laona Township (with conditions), District 2, Laid Over from April 24, 2025 Meeting, seconded by Board Member Penney. Motion was approved by a unanimous vote of all members present.

Board Member reported the next Zoning Board of Appeals meeting is scheduled for Tuesday, May 13, 2025 and the next Zoning Committee will meet Wednesday, May 21, 2025.

NEW BUSINESS

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

Board Member Hanserd requested a ten-minute recess, seconded by Board Member Penney. Motion was approved by a unanimous vote of all members present. Board Member Scrol made a motion to enter back into open session at 6:43 p.m., seconded by Board Member Hanserd. Motion was approved by a unanimous vote of all members present.

- A. Board Member Valdez made a motion to suspend the rules on Ordinance Amending Chapter 2 ("Administration") of the Winnebago County Code to Restore Administrative Authority to the County Board Chairman to be referred to the next Economic Development Committee (Motion to Suspend Rule 2-64 only), seconded by Board Member Sweeney. Board Members Arena and Penney called point of order. Discussion by Chief of the Civil Bureau Vaughn and Board Members Arena and Penney. Motion to suspend was approved by a roll call vote of 12 yes and 7 no votes. (Board Members Arena, Booker, Butitta, Lindmark, McDonald, R. Thompson, and Webster votes no.). Further discussion by Chief of the Civil Bureau Vaughn and Board Member Sweeney. Board Member Sweeney made a motion to discharge the Ad-Hoc committee created under Operations & Administrative Committee from considering this item, seconded by Board Member Valdez. Motion was approved by a roll call vote of 12 yes and 7 no votes. (Board Members Arena, Booker, Butitta, Lindmark, McDonald, R. Thompson, and Webster votes no.)

ANNOUNCEMENTS & COMMUNICATION

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

- A. County Clerk Gummow submitted from the United States Nuclear Regulatory Commission the following:
- a. Byron Station, Unit Nos. 1 and 2 – Issuance of Relief Request 15R-04 Regarding Non-Destructive Examination Requirements (EPID L-2024-LLR-0064)
 - b. Braidwood Station, Units 1 and 2, and Byron Station, Unit Nos. 1 and 2-Request for Additional Information in Support of Review of License Amendment Request to Transition to Framatome Gaia Fuel (EPID L-2024-LLA-0072)
 - c. Byron Station, units 1 & 2-Authorization and Safety Evaluation for Vessel Head Penetrations (EPID L-2024-LLR-0062)
 - d. Federal Register/Vol. 90. No. 56/Tuesday, March 25, 2025/Notices
- B. County Clerk Gummow submitted from ThermoFisher Scientific a Notice of RCRA Permit Modification-Facility Name Change:
Pierce Biotechnology, Inc.
3747 N. Meridian Road

Rockford, Illinois

Board Member Fellars thanked the Sheriff's Department for replying to a request for information regarding finances associated with inauguration ceremonies.

Board Member Penney thanked County Engineer Molina and County Administrator Thompson for guidance on fiberoptics that are being installed.

Board Member Webster asked for clarification of procedures. Discussion by Chief of the Civil Bureau Vaughn.

Board Member Valdez spoke of reinstating powers of the Chairman. Discussion by Chief of the Civil Bureau Vaughn and Board Members Lindmark, Goral, Fellars, Arena, and Sweeney.

Board Member McCarthy spoke of a Vietnam War Ceremony he attended over the weekend and eighty years today was VE Day.

Board Member Goral and Chief Ciganek spoke of the First Responder Memorial adjacent to the CJC.

Board Member McDonald departed at 7:07 p.m.

Chairman Chiarelli announced information regarding Gary Jury's funeral.

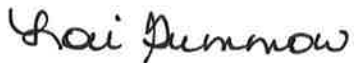
Chairman Chiarelli announced the Metropolitan Planning Organization awarded funds for the Winnebago County Transportation Project. Funding will go to Central Avenue, Riverside Boulevard, and the Riverside Boulevard Traffic Signal Coordination.

Chairman Chiarelli congratulated Chief of the Civil Bureau Vaughn on her recent marriage.

ADJOURNMENT

24. Chairman Chiarelli entertained a motion to adjourn. County Board Member Webster moved to adjourn the meeting, seconded by Board Member M. Thompson. (Board Member McDonald was absent.) Motion was approved by a voice vote. The meeting was adjourned at 7:11 p.m.

Respectfully submitted,



Lori Gummow
County Clerk
ar

**REGULAR ADJOURNED MEETING
WINNEBAGO COUNTY BOARD
MAY 22, 2025**

1. Chairman Chiarelli Called to Order the Regular Adjourned Meeting of the Winnebago County Board for Thursday, May 22, 2025 at 6:00 p.m.
2. Board Member McCarthy gave the invocation and led the Pledge of Allegiance.
3. Agenda Announcements:

County Administrator Thompson announced on page 2. under Appointments 8.A., the Zoning Board of Appeals Annual Compensation should read \$2,400.

4. Roll Call: 15 Present. 4 Absent. (Board Members Booker, Fellars, Hanserd, Hoffman, Lindmark, McCarthy, McDonald, Nabors, Scrol, Sweeney, Tassoni, M. Thompson, R. Thompson, Valdez, and Webster. (Board Members Arena, Butitta, Goral, and Penney were absent.)

Chairman Chiarelli entertained a motion to allow remote access. Board Member Fellars 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 Arena, Butitta, Goral, and Penney were absent.)

Board Member Penney joined remotely at 6:03 p.m.

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

5. Awards - None

Presentations- Winnebago County Revolving Loan Fund Program Overview-Presented by John Phelps and Chris Dornbush. Discussion by Board Members R. Thompson and Fellars.

Chairman Chiarelli acknowledged former County Board Chairman, Scott Christiansen.

Chairman Chiarelli acknowledged former Board Members Jim Hughes and Jaime Salgado. Chairman Chiarelli also acknowledged former Alderman Jeff Bailey.

Public Hearings - None

Public Participation - Jane Carrell, Election Validity 6-part Resolution for a Legally Valid 2026 Election, Pro

-Brian Jones, Jane Carrell, Election Validity 6-part Resolution for a Legally Valid 2026 Election, Pro

-Dean Barker, Election Validity 6-part Resolution for a Legally Valid 2026 Election, Pro

-Babe Paukstys, Election Validity 6-part Resolution for a Legally Valid 2026 Election, Pro

Michelle Peterson, Election Validity 6-part Resolution for a Legally Valid 2026 Election, Pro

Ken Zitko, Election Validity 6-part Resolution for a Legally Valid 2026 Election, Pro

Former County Board Chairman, Scott Christiansen, Ordinance Grading the Chairman At Large, Pro

APPROVAL OF MINUTES

6. Chairman Chiarelli entertained a motion to approve the Minutes. Board Member Valdez made a motion to approve County Board Minutes of April 24, 2025 and layover County Board Minutes of May 8, 2025, seconded by Board Member Booker. Motion was approved by a unanimous vote of all members present. (Board Members Arena, Butitta, and Goral were absent.)

CONSENT AGENDA

7. Chairman Chiarelli entertained a motion to approve the Consent Agenda for May 22, 2025. Board Member M. Thompson made a motion to approve the Consent Agenda which includes the Raffle Report and Auditor's Report, seconded by Board Member Hoffman. Motion was approved by a unanimous vote of all members present. (Board Members Arena, Butitta, and Goral 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)**

A. Zoning Board of Appeals, Annual Compensation: \$2,400

1. Tami Verstraete (Reappointment), Machesney Park, Illinois, to serve a 5-year term expiring May 2030
2. Tom Walsh (Reappointment), Durand, Illinois, to serve a 5-year term expiring May 2030

B. Board of Review, Annual Compensation: Chair: \$37,249.94, Member: \$31,430.62

1. Pamela Cunningham – Chair (Reappointment), Winnebago, Illinois, to serve a 2-year term expiring May 2027
2. Jay Dowthard (Reappointment), Rockford, Illinois, to serve a 2-year term expiring May 2027

C. Durand Sanitary District, Annual Compensation: \$500

1. David Bliss (Reappointment), Durand, Illinois, to serve a 3-year term expiring May 2028

D. Cherry Valley Cemetery Association, Annual Compensation: None

1. Donna Riha (Reappointment), Cherry Valley, Illinois, to serve a 6-year term expiring May 2031

E. Harlem Cemetery Association, Annual Compensation: None

1. Ray C. Rogers (Reappointment), Loves Park, Illinois, to serve a 6-year term expiring May 2031
2. Thomas L. Taylor (Reappointment), Roscoe, Illinois, to serve a 6-year term expiring May 2031
3. Terry Johnson (Reappointment), Loves Park, Illinois, to serve a 6-year term expiring May 2031

F. Seward Sanitary District, Annual Compensation: None

1. Dennis Hille (Reappointment), Seward, Illinois, to serve a 3-year appointment expiring May 2028

REPORTS FROM STANDING COMMITTEES

FINANCE COMMITTEE

9. No Report.

ZONING COMMITTEE

10. Board Member Webster read in for the first reading of SU-01-25 A Special Use Permit for Outdoor Entertainment to allow Musical Events and Accessory Uses as a Snack Bar/Refreshments in the AG, Agricultural Priority District for the property that is commonly known as 10831 Telegraph Road, Winnebago, IL 61088 in Burritt Township (with conditions), District 1 to be laid over. Board Member Webster made a motion to suspend the rules, seconded by Board Member Booker. Motion to suspend was approved by a unanimous vote of all members present. (Board Members Arena, Butitta, and Goral were absent.) Board Member Webster made a motion to approve the Ordinance, seconded by Board Member Booker. Motion

was approved by a unanimous vote of all members present. (Board Members Arena, Butitta, and Goral were absent.)

11. Board Member Webster read in for the first reading of Z-04-25 A Map Amendment to rezone 5 +- Acres from the AG, Agricultural Priority District to the RA, Rural Agricultural Residential District (a sub-district of the RA District) for the property that is commonly known as 9901 N. Campbell Road, Durand, IL 61024 in Harrison Township, District 1 to be laid over. Board Member Webster made a motion to suspend the rules, seconded by Board Member Valdez. Motion to suspend was approved by a unanimous vote of all members present. (Board Members Arena, Butitta, and Goral were absent.) Board Member Webster made a motion to approve the Ordinance, seconded by Board Member Valdez. Motion was approved by a unanimous vote of all members present. (Board Members Arena, Butitta, and Goral were absent.)
12. Board Member Webster read in for the first reading of SU-03-25 A Special Use Permit for Mining to allow a Gravel Extraction Operation (renewal) in the AG, Agricultural Priority District for the property that is commonly known as 11150 and 11184 N. Main Street, Rockton, IL 61072 in Rockton Township, District 2 to be laid over. Discussion by Board Member Webster, Chief of the Civil Bureau Vaughn, and Chairman Chiarelli. Board Member Webster made a motion to send the Ordinance back to the ZBA meeting (August 13, 2025), seconded by Board Member Valdez. Motion was approved by a unanimous vote of all members present. (Board Members Arena, Butitta, and Goral were absent.)

Board Member Webster announced the next Zoning Board of Appeals Committee will be Wednesday June 11, 2025 and the Zoning Committee will meet Wednesday, June 25, 2025. Board Member Webster complimented the League of Women's Voters. Board Member Fellars called point of order.

ECONOMIC DEVELOPMENT COMMITTEE

13. Board Member Sweeney read in for the first reading of an Ordinance Amending Chapter 2 ("Administration") of the Winnebago County Code to Restore Administrative Authority to the County Board Chairman to be Laid Over. Board Member Sweeney made a motion to suspend the rules, seconded by Board Member McCarthy. Motion to suspend was approved by a roll call vote of 11 yes and 5 no votes. (Board Members Booker, Lindmark, McDonald, R. Thompson, and Webster voted no.) (Board Members Arena, Butitta, and Goral were absent.) Board Member Sweeney made a motion to approve the Ordinance, seconded by Board Member Nabors. Motion was approved by a voice vote. (Board Members R. Thompson and Booker voted no.) (Board Members Arena, Butitta, and Goral were absent.) Board Member Sweeney made a motion to amend the Ordinance, seconded by Board Member Valdez. Motion to amend was approved by a voice vote. (Board Members R. Thompson, McDonald, and Webster voted no.) (Board Members Arena, Butitta, and Goral were absent.) Board Member Sweeney made a motion to approve the amended Ordinance, seconded by Board Member Hoffman. Discussion by Board Member Webster and Chairman Chiarelli. Board Member Fellars called the question, seconded by Board Member Valdez. Motion to call the question was approved by a roll call vote of 12 yes and 4 no votes. (Board Members Booker, Lindmark, R. Thompson, and Webster voted no.) (Board Members Arena, Butitta, and Goral were absent.) Motion to approve the amended Ordinance approved by a roll call vote of 10 yes and 5 no votes. (Board Members Booker, Lindmark, McDonald, R. Thompson, and Webster voted no.) (Board Members Arena, Butitta, Goral, and Penney were absent.) Discussion by Board Member Sweeney.

OPERATIONS & ADMINISTRATIVE COMMITTEE

14. Board Member McDonald made a motion to approve a Resolution Authorizing Application of a Capital Assistance Grant for Paratransit Vehicle(s) Under the Illinois Department of Transportation's General Authority to Make Such Grants, seconded by Board Member Hanserd. Motion was approved by a unanimous vote of all members present. (Board Members Arena, Butitta, and Goral were absent.)
15. Board Member McDonald made a motion to approve a Resolution Authorizing Execution and Amendment of Section 5311 Grant Agreement, seconded by Board Member Hanserd. Motion was approved by a unanimous vote of all members present. (Board Members Arena, Butitta, and Goral were absent.) Board Member McDonald made a motion to amend, seconded by Board Member Hanserd. Motion to amend was approved by a unanimous vote of all members present. (Board Members Arena, Butitta, and Goral were absent.) Board Member McDonald made a motion to approve the amended Resolution, seconded Board Member Hanserd. Motion was approved by unanimous vote of all members present. (Board Members Arena, Butitta, and Goral were absent.)
16. Board Member McDonald read in for the first reading of an Ordinance to Provide Public Transportation in the Rural Areas of Winnebago County, Illinois to be Laid Over. Board Member McDonald made a motion to suspend the rules, seconded by Board Member Booker. Motion to suspend was approved by unanimous vote of all members present. (Board Members Arena, Butitta, and Goral were absent.) Board Member McDonald made a motion to approve the Ordinance, seconded by Board Member R. Thompson. Motion was approved by a unanimous vote of all members present. (Board Members Arena, Butitta, and Goral were absent.)
17. Board Member McDonald made a motion to approve a Resolution Authorizing Execution of the Acceptance of the Special Warranty (Grant for Rural Transportation), seconded by Board Member R. Thompson. Motion was approved by a unanimous vote of all members present. (Board Members Arena, Butitta, and Goral were absent.)
18. Board Member McDonald made a motion to approve a Resolution to Approve the Intergovernmental Agreement for the Public Safety Building by and Between the County of Winnebago and the City of Rockford, seconded by Board Member Hoffman. Motion was approved by a unanimous vote of all members present. (Board Members Arena, Butitta, and Goral were absent.)
19. Board Member McDonald made a motion to approve a Resolution Declaring Vacancy in Winnebago County District 12, seconded by Board Member Valdez. Discussion by Board Member McDonald. Motion was approved by a unanimous vote of all members present. (Board Members Arena, Butitta, and Goral were absent.)
20. Board Member McDonald made a motion to approve a Resolution Awarding Purchase of Transit Van for Coroner's Office using Fee Funds, seconded by Board Member McCarthy. Motion was approved by a unanimous vote of all members present. (Board Members Arena, Butitta, and Goral were absent.)

21. Board Member McDonald made a motion to approve a Resolution Awarding Replacement of 1st Floor Air Handler at Adult Probation and Wellness Center using CIP 2025 Funds, seconded by Board Member Hanserd. Motion was approved by a unanimous vote of all members present. (Board Members Arena, Butitta, and Goral were absent.)
22. Board Member McDonald made a motion to approve a Resolution Awarding Parking Lot Repaving for the Juvenile Justice Center using CIP 2023 Funds, seconded by Board Member Booker. Motion was approved by a unanimous vote of all members present. (Board Members Arena, Butitta, and Goral were absent.)
23. Board Member McDonald made a motion to approve a Resolution Awarding Purchase of Replacement Truck for Winnebago County Sheriff's Office using CIP PSST 2025 Funds, seconded by Board Member McCarthy. Motion was approved by a unanimous vote of all members present. (Board Members Arena, Butitta, and Goral were absent.)

PUBLIC WORKS COMMITTEE

24. Board Member Tassoni read in for the first reading of (25-030) Ordinance Establishing a Speed Zone on Latham Road (Ch 17) from Rockton Avenue to IL Route 2. Board Member Tassoni made a motion to suspend the rules, seconded by Board Member Fellars. Motion to suspend was approved by a unanimous vote of all members present. (Board Members Arena, Butitta, and Goral were absent.) Board Member Tassoni made a motion to approve the Ordinance, seconded by Board Member R. Thompson. Discussion by Board Member Tassoni and Fellars. Motion was approved by a unanimous vote of all members present. (Board Members Arena, Butitta, and Goral were absent.)
25. Board Member Tassoni made a motion to approve (25-031) Resolution to Reject Bid for Box Culvert Materials on Rockton Avenue at Gleasman Road (Section: 25-00731-00-BR), seconded by Board member R. Thompson. Discussion by Board Member Tassoni. Motion was approved by a unanimous vote of all members present. (Board Members Arena, Butitta, and Goral were absent.)
26. Board Member Tassoni made a motion to approve (25-032) Resolution Authorizing the Award of Bid for Moate Road Resurfacing (Section: 25-00000-03-GM), seconded by Board Member Hoffman. Discussion by Board Member Tassoni. Motion was approved by a unanimous vote of all members present. (Board Members Arena, Butitta, and Goral were absent.)
27. Board Member Tassoni made a motion to approve (25-033) Resolution Authorizing the Award of Bid for Pecatonica Road Shoulder Paving (Section: 25-00000-05-GM), seconded by Board Member Scrol. Discussion by Board Member Tassoni. Motion was approved by a unanimous vote of all members present. (Board Members Arena, Butitta, and Goral were absent.)
28. Board Member Tassoni made a motion to approve (25-034) Resolution Adopting the Winnebago County Traffic Safety Action Plan, seconded by M. Thompson. Discussion by Board Member Tassoni. Motion was approved by a unanimous vote of all members present. (Board Members Arena, Butitta, and Goral were absent.)
29. Board Member Tassoni made a motion to approve (25-035) Resolution Adopting a Policy for Celebrate Life Memorials along the Perryville Path, seconded by Board Member Valdez.

Discussion by Board Member Tassoni. Motion was approved by a unanimous vote of all members present. (Board Members Arena, Butitta, and Goral were absent.)

PUBLIC SAFETY AND JUDICIARY COMMITTEE

30. Board Member Lindmark made a motion to approve a Resolution Authorizing the Execution of a Mutual Aid Agreement with the Illinois Coroners and Medical Examiners Association, seconded by Board Member McDonald. Motion was approved by a unanimous vote of all members present. (Board Members Arena, Butitta, and Goral were absent.)
31. Board Member Lindmark made a motion to approve a Resolution Authorizing the Chairman of the County Board to Execute a Winnebago County Mental Health Board Amendment to the Funding Agreement, seconded by Board Member Booker. Motion was approved by a unanimous vote of all members present. (Board Members Arena, Butitta, and Goral were absent.)

LEGISLATIVE AND LOBBYING COMMITTEE

32. No Report.

UNFINISHED BUSINESS

33. **Appointments read in on April 24, 2025**

Chairman Chiarelli entertained a motion to approve Item A. (as listed below). Board Member McCarthy made a motion to approve Item A., seconded by Board Member Sweeney. Motion was approved by a unanimous vote of all members present. (Board Members Arena, Butitta, and Goral were absent.)

Chairman Chiarelli entertained a motion to approve Item B. (as listed below). Board Member Nabors made a motion to approve Item B., seconded by Board Member McDonald. Motion was approved by a unanimous vote of all members present. (Board Members Arena, Butitta, and Goral were absent.)

A. Four Rivers Sanitation Authority, Annual Compensation: \$6,000

1. Brad Long (New Appointment), Rockford, Illinois, to serve a 3-year term (Elmer Jones) expiring April 2028

B. New Milford Fire Protection District, Annual Compensation: \$1,000 per year

1. Doug Hayes (New Appointment), Rockford, Illinois, to serve the remainder of a 3-year term (Kurt Rodgers) expiring May 2026
2. Greg Tucker (Reappointment), Rockford, Illinois, to serve a 3-year term expiring May 2028

NEW BUSINESS

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

Board Member Booker spoke of drafting a Resolution regarding Governor Pritzker's recent statement to present to committee for approval.

Board Member Lindmark expressed that his no vote was not a reflection of the outstanding job the Chairman has done. Discussion by M. Thompson.

ANNOUNCEMENTS & COMMUNICATION

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

- A. County Clerk Gummow submitted from the United States Nuclear Regulatory Commission the following:
 - a. Byron Station – Integrated Inspection Report 05000454/2025001 and 05000455/2025001.
 - b. Summary of April 3, 2025, Meeting with Constellation Energy Generation, LLC Regarding Applicability of Generic Letter 83-11 (EPID L-2025-LRM-0019)
 - c. Byron Station, Unit Nos. 1 and 2 -Issuance of Relief Request I5R-03 Regarding Documentation for Replacement of Pressure Retaining Bolting (EPID L-2024-LLR-0063)
 - d. Monthly Notice; Applications and Amendments to Facility Operating Licenses and Combined Licenses Involving No Significant Hazards Considerations.
 - e. Federal Register/Vol. 90, No. 92/Wednesday, May 14, 2025/Notices
- B. County Clerk Gummow received a Monthly Report from the Winnebago County Clerk and Winnebago County Recorder's Office for February, March, and April, 2025.
- C. County Clerk Gummow received from Theresa Grennan, Winnebago County Treasurer the following:
 - a. Collateralization Report – as of March 31, 2025
 - b. Investment Report - as of March 1, 2025
 - c. Winnebago County Treasurer Bank Balances – March, 2025

Board Member McDonald announced a Veterans Commission cook out at the Veterans Drop-In Center for Memorial Day.

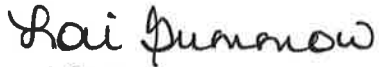
Board Member M. Thompson asked for a moment of silence for those who lost their lives.

Chairman Chiarelli announced he will be in Durand on Saturday for the dedication of the Gold Star.

ADJOURNMENT

36. Chairman Chiarelli entertained a motion to adjourn. County Board Member Valdez moved to adjourn the meeting, seconded by Board Member M. Thompson.—(Board Members Arena, Butitta, and Goral were absent.) Motion was approved by a voice vote. The meeting was adjourned at 7:34 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
9 different organizations for 9 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
31306	1	GREG LINDMARK FOUNDATION	6/13/2025-8/08/2025	\$1,150.00
31307	1	ROCKFORD PROMISE	6/27/2025-6/27/2025	\$500.00
31308	1	AAUW- ROCKFORD AREA BRANCH	7/15/2025-7/22/2025	\$2,499.50
31311	1	AMERICAN LEGION POST 332 RIFLE SQUAD	6/13/2025-8/03/2025	\$3,000.00
31313	1	SHIRLAND FIREMAN'S AUXILIARY	6/23/2025-7/04/2025	\$500.00
31314	1	GIGI'S PLAYHOUSE ROCKFORD	6/16/2025-7/28/2025	\$1,800.00

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
31309	1	ROCKFORD PARK DISTRICT FOUNDATION	6/13/2025-6/13/2026	\$4,999.00
31310	1	FORENINGEN LYRAN SOCIETY	6/13/2025-6/13/2026	\$1,000.00
31312	1	SWINGING FOR THE FUTURE INC.	6/13/2025-6/13/2026	\$2,000.00

This concludes my report,

Deputy Clerk KRYSTAL SOTO

LORI GUMMOW
Winnebago County Clerk

Date 12-Jun-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	\$	1,334,430
101	PUBLIC SAFETY TAX	\$	972,565
103	DOCUMENT STORAGE FUND	\$	8,508
106	RECORDERS DOCUMENT FEE FUND	\$	10,659
107	COURT AUTOMATION FUND	\$	535
109	VICTIM IMPACT PANEL FEE	\$	800
111	CHILDREN'S WAITING ROOM FUND	\$	8,607
112	RENTAL HOUSING FEE FUND	\$	46,152
114	911 OPERATIONS FUND	\$	148,269
115	PROBATION SERVICE FUND	\$	4,832
116	HOST FEE FUND	\$	82,734
119	CORONER FEE FUND	\$	7,308
120	DEFERRED PROSECUTION PROGRAM	\$	10,410
126	LAW LIBRARY	\$	662
129	COUNTY AUTOMATION FUND	\$	4,754
131	DETENTION HOME	\$	58,678
155	MEMORIAL HALL	\$	3,180
161	COUNTY HIGHWAY	\$	282,518
162	COUNTY BRIDGE FUND	\$	616
164	MOTOR FUEL TAX FUND	\$	71,899
165	TOWNSHIP HIGHWAY FUND	\$	534,366
169	HIGHWAY REBUILD IL GRANT	\$	455,019
181	VETERANS ASSISTANCE FUND	\$	29,164
185	HEALTH INSURANCE	\$	1,521,090
194	TORT JUDGMENT & LIABILITY	\$	53,116
196	MENTAL HEALTH TAX FUND	\$	1,948,184
301	HEALTH GRANTS	\$	92,780
302	SHERIFF'S DEPT GRANTS	\$	9,503
304	PROBATION GRANTS	\$	81,989
313	AMERICA RESCUE PLAN	\$	1,347,006
314	CJCC GRANTS FUND	\$	33,915
401	RIVER BLUFF NURSING HOME	\$	410,415
410	ANIMAL SERVICES	\$	54,165
420	555 N COURT OPERATIONS FUND	\$	13,656
430	WATER FUND	\$	60
501	INTERNAL SERVICES	\$	13,452
743	CAPITAL PROJECTS FUND	\$	395,362
			<hr/>
	TOTAL THIS REPORT	\$	10,051,357
			<hr/>

The adoption of this report is hereby recommended:


William Crowley, County Auditor

ADOPTED: This 12th day of June 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



Executive Summary

Date: June 12, 2025

From: County Board Chairman Joseph V. Chiarelli

Topic: **Board Appointment**

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

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

Recommendation: County Board Chairman Joseph V. Chiarelli recommends the following person to serve as County appointee on the **Cherry Valley Fire Protection District Board**:

Karl Ericksen, (Reappointment), Cherry Valley, Illinois, to serve a 3-year term expiring May 2028

Cherry Valley Fire Protection District	
<i>Location:</i>	4919 Blackhawk Road, Cherry Valley, IL 61109
<i>Service Description:</i>	Protect the lives and property of our community through emergency services and risk reduction for the Village of Cherry Valley and unincorporated areas of Winnebago and Boone Counties, encompasses approximately 25 square miles. https://www.cvfpd.com/
<i>Board Composition:</i>	Three (3) trustees appointed to three (3) year terms by the County Board Chairman with advice and consent of the County Board
<i>Compensation:</i>	\$4,500.00 annually / 375.00 per month with certification classes
<i>Bond:</i>	\$2,000
<i>Attorney:</i>	Karl Ottosen
<i>Meetings:</i>	Second Thursday of each month 5:15 p.m.
<i>Origin of Entity:</i>	Fire Protection District At (70 ILCS 705/1)
<i>Property Tax/Funding:</i>	District levies an annual property tax, charges for services and replacement tax.
<i>Consolidation/Dissolution Plans:</i>	<i>If applicable</i>



Cherry Valley Fire Protection District

Administrative Center
4919 Blackhawk Road • Rockford, IL 61109

Letter of Interest

February 11, 2025

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

Dear Chairman Chiarelli,

I hope that this letter finds you well. The purpose of this communication is to inform you and the members of the Winnebago County Board of my intent and interest to continue serving in my current role as the President of the Board of Trustees for the Cherry Valley Fire Protection District.

Over the past years, the Board of Trustees has worked cohesively with the Chief of the Department and its valued members to implement or update the following:

- Continued implementation of a district wide Strategic Plan and re-implementation for 2025
- Continually updating Trustee's Rules and Regulations
- Continually updating Commissioner's Rules and Regulations
- Continually updating Department Policies
- Increased Training Budget Amounts
- Providing Regional Training for Basic Fire Fighter Operations in partnership with the University of Illinois
- Regular meetings and dialogue with union representatives to ensure excellent relationships
- Implemented paid on premises for additional staffing
- Settled the most recent CBA negotiations in 2 days, saving the taxpayers valuable dollars in fees.

Currently the board is seeking a new Fire Chief. It has been the intentions of the current board to hire and replace within. We will soon be interviewing internal candidates only, for our current Chiefs position.

It would be my honor to continue to serve this great board, organization, and the hard-working taxpayers of the Cherry Valley Fire Protection District.

Sincerely,

Karl Ericksen
President
Board of Trustees
Cherry Valley Fire Protection District
P: 815.378.9157
E: kerickse@cvfpd.com



Executive Summary

Date: June 12, 2025

From: County Board Chairman Joseph V. Chiarelli

Topic: **Board Appointment**

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

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

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

Charles W. Meyers, Sr. of Rockford, Illinois, to serve a 3-year term expiring May 2028 on the Win-Ber-Sew Fire Protection Board.

Win-Bur-Sew Fire Protection District	
<i>Location:</i>	110 E. Main Street Winnebago, IL 61088
<i>Service Description:</i>	Provide fire emergency, medical, and other life safety services for residents of the Village of Winnebago and unincorporated areas.
<i>Board Composition:</i>	Three (3) trustees appointed by the Winnebago County Board Chairman with the advice and consent of the County Board. Must reside in District.
<i>Bond:</i>	\$2,000
<i>Attorney:</i>	Shawn P. Flaherty, DiNolfo Hasenbalg & Castaldo, Ltd. Naperville, IL
<i>Compensation:</i>	Not to exceed \$1,500 per year, plus 50% if ambulance service.
<i>Meetings:</i>	3rd Tuesday of the month
<i>Origin of Entity:</i>	Fire Protection District Act (70 ILCS 705/1)
<i>Property Tax/Funding:</i>	District levies an annual property tax, charges for services and replacement tax.
<i>Consolidation/Dissolution Plans:</i>	<i>If applicable</i>

March 12, 2025

To: Joseph V. Chiarelli
Winnebago County Board Chairman

In response to your recent inquiry as to my desire to remain on the Win-Bur-Sew Fire Protection District Board, my answer is yes. I feel that I have had a positive influence on our organization and would like to continue in my current capacity.

I would appreciate your positive response to this request.

My current e-mail address where e-mail can be sent is: charlesmeyers3@icloud.com

Sincerely,

A handwritten signature in cursive script, appearing to read "Charles W. Meyers, Sr.", written in dark ink.

Charles W. Meyers, Sr.
Secretary of Win-Bur-Sew Board of Trustees

Home address:
7302 Montague Road
Rockford, IL 61102

Reports of Standing Committees

FINANCE COMMITTEE



Ordinance Executive Summary

Prepared By: Steve Schultz
Committee: Finance Committee
Committee Date: June 5, 2025
Ordinance Title: Ordinance for a Budget Amendment for Grant Award for Addressing Co-occurring Disorders for People Who are Involved in the Justice System
Board Meeting Date: June 26, 2025

Budget Information:

Was item budgeted? No	Appropriation Amount: \$0
If not, explain funding source: IL Criminal Justice Information Authority Grant Award	
ORG/OBJ/Project Code: 61400 (COCJI)/various/02706	
FY2025 Budget Impact: \$199,971	

Background Information: The Winnebago County Chairman's Office of Criminal Justice Initiatives (COCJI) has been informed that the County has been conditionally selected for funding for the Addressing Co-occurring Disorders for People Who are Involved in the Justice System (ACDC) grant through Illinois Criminal Justice Information Authority (ICJIA). This is a one-year grant (July 2025-June 2026) administered by the COCJI office and contracted with Goodwill to provide services.

This funding will allow us to continue our successful program with Goodwill in which the grant has concluded. The program's primary function is to fund Peer Navigators to provide services to those involved in the criminal justice system in Winnebago County.

Recommendation: Finance Department recommends approval

Contract/Agreement: Not applicable

Legal Review: Not applicable

Follow-Up: Not applicable

2025 Fiscal Year

Finance: June 5, 2025

Lay Over: June 12, 2025

Sponsored by:

Final Vote: June 26, 2025

John Butitta, Finance Committee Chairman

2025 CO

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

The Winnebago County Finance Committee presents the following Ordinance amending the Annual Appropriation Ordinance for the fiscal year ending September 30, 2025 and recommends its adoption.

Ordinance for a Budget Amendment for Grant Award for Addressing Co-occurring Disorders for People who are Involved in the Justice System

WHEREAS, the Winnebago County Chairman's Office of Criminal Justice Initiatives (COCJI) has been informed that the County has been conditionally selected for funding for the Addressing Co-occurring Disorders for People Who are Involved in the Justice System (ACDC) grant through Illinois Criminal Justice Information Authority (ICJIA). This is a one-year grant (July 2025-June 2026) administered by the COCJI office and contracted with Goodwill to provide services; and

WHEREAS, the Winnebago County Board adopted the "Annual Budget and Appropriation Ordinance" for the fiscal year ending September 30, 2025 at its September 26, 2024 meeting; and,

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

NOW, THEREFORE, BE IT ORDAINED, that the County Board deems that pursuant to provisions as set forth in 55ILCS 5/6-1003(2014), certain conditions have occurred in connection with the operations of the County which are deemed to be immediate emergencies; therefore, the increases detailed per the attached Request for Budget Amendment are hereby authorized for Amendment **#25-017 ACDC-ICJIA Grant Award**.

Respectfully Submitted,
FINANCE COMMITTEE

AGREE

DISAGREE

JOHN BUTITTA, CHAIR

JOHN BUTITTA, 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.

ATTESTED BY:

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

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

2025
WINNEBAGO COUNTY
 FINANCE COMMITTEE
 REQUEST FOR BUDGET AMENDMENT

DATE SUBMITTED:		5/29/2025		AMENDMENT NO: 2025-017	
DEPARTMENT:		COCJI Grant Fund		SUBMITTED BY: Marlana Dokken	
FUND#:		0314-COCJI Grant Fund		DEPT. BUDGET NO. 61400-COCJI Grants	

Department Org Number	Object (Account) Number	Project Number	Object (Account) Description	Adopted Budget	Amendments Previously Approved	Revised Approved Budget	Increase (Decrease)	Revised Budget after Approved Budget Amendment
Expenditures								
61400	41110	02706	Regular Salary	\$0	\$0	\$0	\$19,501	\$19,501
61400	41221	02706	Life Insurance	\$0	\$0	\$0	\$28	\$28
61400	41231	02706	IMRF	\$0	\$0	\$0	\$374	\$374
61400	41241	02706	Payroll Taxes	\$0	\$0	\$0	\$1,492	\$1,492
61400	42110	02706	Supplies	\$0	\$0	\$0	\$3,169	\$3,169
61400	43190	02706	Other Professional Services	\$0	\$0	\$0	\$156,995	\$156,995
61400	48211	02706	Health Insurance	\$0	\$0	\$0	\$6,285	\$6,285
61400	48220	02706	Indirect Costs	\$0	\$0	\$0	\$12,127	\$12,127
Revenue								
61400	32110	02706	Federal Operating Grant	\$0	\$0	\$0	(199,971)	(\$199,971)
TOTAL ADJUSTMENT:							\$0	
Reason budget amendment is required:								
The Winnebago County Chairman's Office of Criminal Justice Initiatives (COCJI) has been informed that the County has been conditionally selected for funding for the Addressing Co-occurring Disorders for People Who are Involved in the Justice System (ACDC) grant through Illinois Criminal Justice Information Authority (ICJIA). This is a one-year grant (July 2025-June 2026) administered by the COCJI office and contracted with Goodwill to provide services.								
Potential alternatives to budget amendment:								
None								
Impact to fiscal year 2025 budget: \$199,971								
Revenue Source: ICJIA grant award								



GRANT / OTHER FUNDING AGREEMENT SUMMARY WORKSHEET

Prepared By:	Marlana Dokken
Committee:	Finance Committee
Committee Date:	June 5, 2025
Resolution Title:	Ordinance for a Budget Amendment for Grant Award for Addressing Co-occurring Disorders for People Who are Involved in the Justice System
Board Meeting Date:	June 26, 2025

All grant awards must be approved through their respective Committees prior to presenting for Board approval. Those requiring a budget modification must also be approved by the Finance Committee. To provide the County Board with the information needed for compliance requirements, please provide a complete Committee and Board packet that includes this form, the Executive Summary, Resolution, and Award.

Funding Information:

Grant Period of Performance:	
Is match required?	<input type="checkbox"/> yes <input checked="" type="checkbox"/> no
- If yes, did you work with Accounting to determine match allocation?	<input type="checkbox"/> yes <input type="checkbox"/> no
Are Indirect Costs Allowable under the award?	<input checked="" type="checkbox"/> yes <input type="checkbox"/> no
- If yes, is the 15% de minimus Indirect Cost rate included in the budget?	<input checked="" type="checkbox"/> yes <input type="checkbox"/> no
<i>Indirect Cost Base includes: salaries, fringe benefits, travel, supplies, training, and up to the first \$50,000 of each subaward.</i>	
- If no, please explain:	
Does funding agreement contain Special Conditions that may prohibit another department's ability to apply for funding?	
<input type="checkbox"/> yes <input checked="" type="checkbox"/> no	
- If yes, please explain:	
How many sub-awards are included in this award? One	
- Do subawards/contracts contain Indirect Costs?	<input checked="" type="checkbox"/> yes <input type="checkbox"/> no
- If yes, please provide Indirect Cost rates and total Indirect applied to each subaward or contract: \$13,229 = 10% of wages and fringe	



Ordinance Executive Summary

Prepared By: Tom Lawson, Deputy Circuit Clerk

Committee: Finance

Committee Date: June 5, 2025

Resolution Title: Ordinance for Approval of Budget Amendment for the Black Creek (Sallyport) Agreement [Juvenile Detention Custody Management System upgrade]

County Code: Winnebago County Annual Appropriation Ordinance

Board Meeting Date: June 12, 2025

Budget Information:

Was item budgeted? No	Appropriation Amount: \$0
If not, explain funding source: General Fund Fund balance	
ORG/OBJ/Project Code: 82400-43167	
FY2025 Budget Impact: \$236,943	

Background Information: The County is in need of a Juvenile Detention Custody Management System upgrade. The Winnebago County 17th Judicial Circuit Court and Case Management Committee, through the Winnebago County Circuit Clerk's Office, is establishing the project initiation payment, for the Black Creek (Sallyport) Juvenile Detention upgrade.

Recommendation: Finance Department recommends approval.

Contract/Agreement: N/A

Legal Review: N/A

Follow-Up: Adjust Munis Line Items.

2025 Fiscal Year

Finance: June 5, 2025

Lay Over: June 12, 2025

Sponsored by:

Final Vote: June 26, 2025

John Butitta, Finance Committee Chairman

2025 CO

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

The Winnebago County Finance Committee presents the following Ordinance amending the Annual Appropriation Ordinance for the fiscal year ending September 30, 2025 and recommends its adoption.

Ordinance for Approval of Budget Amendment for the Black Creek (Sallyport) Agreement [Juvenile Detention Custody Management System upgrade]

WHEREAS, the Winnebago County court system has historically used a software management system that has reached its end of life. A team of stakeholders was formed that represented the County court system. The team has evaluated various vendors and has determined Black Creek Integrated Systems Corp. (Sallyport) would meet the needs for future Juvenile Detention booking management; and

WHEREAS, the Winnebago County Board adopted the “Annual Budget and Appropriation Ordinance” for the fiscal year ending September 30, 2025 at its September 26, 2024 meeting; and

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

NOW, THEREFORE, BE IT ORDAINED, that the County Board deems that pursuant to provisions as set forth in 55 ILCS 5/6-1003(2014), certain conditions have occurred in connection with the operations of the County which are deemed to be immediate emergencies; therefore, the increases detailed per the attached Request for Budget Amendment are hereby authorized for Amendment **#25-019**.

Respectfully Submitted,
FINANCE COMMITTEE

AGREE

DISAGREE

JOHN BUTITTA, CHAIR

JOHN BUTITTA, 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.

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

2025
WINNEBAGO COUNTY
FINANCE COMMITTEE
REQUEST FOR BUDGET AMENDMENT

DATE SUBMITTED:		6/5/2025		AMENDMENT NO: 2025-019	
DEPARTMENT:		Court & Case Management		SUBMITTED BY: Tom Lawson	
FUND#:		0752-2024 Court-Case Mgmt Proj		DEPT. BUDGET NO. 82400 - Court & Case Mgmt	

Department Org Number	Object (Account) Number	Project Number	Object (Account) Description	Adopted Budget	Amendments Previously Approved	Revised Approved Budget	Increase (Decrease)	Revised Budget after Approved Budget Amendment
Expenditures								
82400	43167		Software Subscription	\$0	\$1,562,000	\$1,562,000	\$236,943	\$1,798,943
13500	49110		Txfr to Other Funds	\$5,713,527	\$0	\$5,713,527	\$236,943	\$5,950,470
Revenue								
82400	39110		Txfr from Other Funds	\$0	(\$300,000)	(\$300,000)	(236,943)	(\$536,943)
TOTAL ADJUSTMENT:							\$236,943	
Reason budget amendment is required:								
The amendment is required to establish the software subscription for the project initiation for Blackcreek (Sallyport) system upgrade.								
Potential alternatives to budget amendment:								
None								
Impact to fiscal year 2025 budget:								
Revenue Source: General Fund								



Resolution Executive Summary

Prepared By: Tom Lawson, Deputy Circuit Clerk

Committee: Finance

Committee Date: June 5, 2025

Resolution Title: Resolution authorizing the County of Winnebago to enter into an Agreement with Black Creek Integrated Systems Corp. (Sallyport) For Juvenile Detention Custody Management System

County Code: Winnebago County Annual Appropriation Ordinance

Board Meeting Date: June 12, 2025

Budget Information:

Was item budgeted? No	Appropriation Amount: \$0
If not, explain funding source: General Fund Fund balance	
ORG/OBJ/Project Code: 82400-43167	
FY2025 Budget Impact: \$236,943	

Background Information: The County is in need of a Juvenile Detention Custody Management System upgrade. The Circuit Clerk team as well as countywide departments participated in the needs analysis and development for this project. Also, see accompanying budget amendment.

Recommendation: Staff concurs

Contract/Agreement: See attached

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

Follow-Up: On behalf of the County, the Winnebago County Board Chairman will execute the agreement.

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

2025 CR _____

SUBMITTED BY: FINANCE COMMITTEE

**RESOLUTION AUTHORIZING THE COUNTY OF WINNEBAGO TO ENTER INTO
AN AGREEMENT WITH BLACK CREEK INTEGRATED SYSTEMS CORP.
(SALLYPORT) FOR JUVENILE DETENTION CUSTODY MANAGEMENT SYSTEM**

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 is in need of a Juvenile Detention Custody Management System upgrade; and

WHEREAS, the Circuit Clerk team as well as countywide departments participated in the needs analysis and development for this project; and

WHEREAS, the Finance Committee of the County Board for the County of Winnebago, Illinois, has reviewed and recommend approval of the proposed agreement by and between the County of Winnebago, Illinois and Black Creek Integrated Systems Corp., attached hereto as Exhibit A.

NOW, THEREFORE, BE IT RESOLVED, by the County Board of the County of Winnebago, Illinois, that the Winnebago County Board Chairman is authorized to enter into the Agreement by and between the County of Winnebago, Illinois and Black Creek Integrated Systems Corp., attached hereto as Exhibit A.

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

Respectfully Submitted,
FINANCE COMMITTEE

AGREE

DISAGREE

JOHN BUTITTA, CHAIRMAN

JOHN BUTITTA, CHAIRMAN

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 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



Black Creek Integrated Systems Corp. AGREEMENT

This Master Services Agreement (this "**Agreement**"), effective as of the later date of signature by both Parties (the "**Effective Date**"), is by and between **Black Creek Integrated Systems Corp.**, an Alabama corporation, with offices located at 2900 Crestwood Boulevard, Irondale, Alabama 35210 ("**Black Creek**") and the County of Winnebago, Illinois, with offices located at 404 Elm Street, Rockford, Illinois 61101 ("**Customer**" and together with Black Creek, the "**Parties**", and each a "**Party**").

Recitals

Black Creek has the capability and capacity to provide certain services related to and provided in conjunction with our jail management software system. Customer is licensing certain software from Black Creek, and as a result, desires to engage Black Creek to provide certain related services. The Parties are entering into this Agreement to specify the terms under which Black Creek will provide said software and services to Customer.

Agreement

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1.0 **Scope of Work.** Black Creek shall provide to Customer the software, hardware, and/or services set out in the Scope of Work issued by Black Creek and accepted by the Customer. The initial accepted Scope of Work is attached hereto as **Exhibit A**, and any future issued and accepted Scopes of Work/Change Orders for this same project shall be incorporated herein as additional Exhibits A. Additional Scopes of Work/Change Orders shall be deemed issued and accepted as change orders to this project only if agreed by an authorized representative of each Party as set forth in Section 15.

2.0 **Black Creek Obligations.** Black Creek shall:

2.1 Designate employees or contractors that Black Creek determines, in its sole discretion, to be capable of filling the following positions:

(a) A primary contact to act as its authorized representative with respect to all matters pertaining to this Agreement (the "**Black Creek Project Manager**").

(b) A number of employees or contractors that it deems sufficient to perform the Services set out in each Statement of Work (collectively, with the Black Creek Project Manager, "**Provider Representatives**").

2.2 Black Creek shall perform the work specified in **Exhibit A** in accordance with the terms and conditions of this Agreement.

3.0 **Customer Obligations.** Customer shall:

3.1 Designate one of its employees or agents to serve as its primary contact with respect to this Agreement and to act as its authorized representative with respect to matters pertaining to this Agreement (the "**Customer Contract/Project Manager**"), with such designation to remain in force unless and until a successor Customer Contract/Project Manager is appointed.

3.2 Require that the Customer Contract/Project Manager respond promptly to any reasonable requests from Black Creek for instructions, information, or approvals required by Black Creek to provide the Services.

3.3 Cooperate with Black Creek in its performance of the Services and provide access to Customer's premises, employees, contractors, and equipment as required to enable Black Creek to provide the Services.

3.4 Make available to Black Creek, at no cost to Black Creek, information relevant to the project that is useful in the performance of the Statement of Work (**Exhibit A**); such information shall include but is not limited to, Interface Specification Documents and database schema for legacy systems, as applicable.

3.5 Take all steps necessary, including obtaining any required licenses or consents, to prevent Customer-caused delays in Black Creek's provision of the Services.

4.0 **Fees and Expenses.**

4.1 Unless this Agreement is terminated earlier pursuant to the terms of this Agreement, in consideration of the provision of the Services by Black Creek and the rights granted to Customer under this Agreement, Customer shall pay the fees set out in the applicable Scope of Work, including all Billing Milestones and Capital Fees as defined in the Scope of Work (**Exhibit A**) where applicable. Payment to Black Creek of such fees and the reimbursement of expenses pursuant to this Section 4 shall constitute payment in full for the performance of the Scope of Work. Said fees and expenses will be payable by the Customer pursuant to Illinois' Local Government Prompt Payment Act, 50 ILCS 505/1, et seq., after receiving an invoice from Black Creek

4.2 Schedule of Values: Refer to the Payment Milestones and any additional terms of payment as defined in the Scope of Work (**Exhibit A**). The Schedule of Values will be mutually agreed by the Parties and made available to both Parties; changes to terms of payment or the Schedule of Values must be approved by both Parties. Change Orders to the project may result in changes to the Fees and/or Schedule of Values.

4.3 Unless otherwise noted in **Exhibit A**, Customer shall be responsible for all applicable sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, or local governmental entity on any amounts payable by Customer hereunder; provided, that, in no event shall Customer pay or be responsible for any taxes imposed on, or regarding, Black Creek's income, revenues, gross receipts, personnel, or real or personal property or other assets.

4.4 All invoices must be paid pursuant to Illinois' Local Government Prompt Payment Act.

5.0 **Limited Warranty.**

5.1 Black Creek warrants that it shall perform the Services:

(a) In accordance with the terms and subject to the conditions set out in the respective Statement of Work (**Exhibit A**) and this Agreement.

(b) Using personnel of reasonable skill, experience, and qualifications.

(c) In a timely, workmanlike, and professional manner in accordance with generally recognized industry standards for similar services.

5.2 Black Creek's sole and exclusive liability and Customer's sole and exclusive remedy for breach of this warranty shall be as follows:

(a) Black Creek shall use reasonable commercial efforts to promptly cure any such breach; provided that, if Black Creek cannot cure such breach within a reasonable time (but no more than sixty (60) days after Customer's written notice of such breach), Customer may, at its option, terminate the Agreement by serving written notice of termination in accordance with Section 8.2.

(b) In the event the Agreement is terminated pursuant to Section 5.2(a) above, Black Creek shall, within thirty (30) days after the effective date of termination, refund to Customer any fees paid by the Customer as of the date of termination for the Service or Deliverables (as defined in Section 6 below), less a deduction equal to the fees for receipt or use of such Deliverables or Service up to and including the date of termination on a pro-rated basis.

(c) The foregoing remedy shall not be available unless Customer provides written notice of such breach of warranty within thirty (30) days after delivery of such Service or Deliverable to Customer.

5.3 BLACK CREEK MAKES NO WARRANTIES EXCEPT FOR THAT PROVIDED IN SECTION 5.1, ABOVE. TO THE EXTENT PERMITTED BY ILLINOIS LAW, ALL OTHER WARRANTIES, EXPRESS AND IMPLIED, ARE EXPRESSLY DISCLAIMED.

6.0 **Intellectual Property.** All intellectual property rights, including copyrights, patents, patent disclosures and inventions (whether patentable or not), trademarks, service marks, trade secrets, know-how and other confidential information, trade dress, trade names, logos, corporate names, and domain names, together with all of the goodwill associated therewith, derivative works and all other rights (collectively, "**Intellectual Property Rights**") in and to all documents, work product, and other materials that are delivered to Customer under this Agreement or prepared by or on behalf of Black Creek in the course of performing the Services, including any items identified as such in the Statement of Work (Exhibit A; collectively, the "**Deliverables**"), except for any Confidential Information of Customer

or Customer materials, shall be owned by Black Creek. Black Creek hereby grants Customer a license to use all Intellectual Property Rights in the Deliverables free of additional charge and on a non-exclusive, non-transferable, non-sublicensable, and fully paid-up basis to the extent necessary to enable Customer to make reasonable use of the Deliverables and the Services as contemplated by this Agreement.

7.0 Confidentiality.

7.1 From time to time during the Term of this Agreement, either Party (as the “**Disclosing Party**”) may disclose or make available to the other Party (as the “**Receiving Party**”), non-public, proprietary, and confidential information of Disclosing Party that, (a) if disclosed in writing or other tangible form is clearly labeled as “confidential,” (b) if disclosed orally, is identified as confidential when disclosed and within thirty (30) days thereafter, is summarized in writing and confirmed as confidential, or (c) is known or reasonably should have been known to the Receiving Party to be confidential (“**Confidential Information**”).

7.2 Notwithstanding Section 7.1, Confidential Information does not include any information that: (a) is or becomes generally available to the public other than as a result of Receiving Party's breach of this Section 7; (b) is or becomes available to the Receiving Party on a non-confidential basis from a third-party source, provided that such third party is not and was not prohibited from disclosing such Confidential Information; (c) was in Receiving Party's possession prior to Disclosing Party's disclosure hereunder as shown by the Party's business records; or (d) was or is independently developed by Receiving Party without using any Confidential Information as confirmed by the Party's business records.

7.3 The Receiving Party shall: (a) protect and safeguard the confidentiality of the Disclosing Party's Confidential Information with at least the same degree of care as the Receiving Party would protect its own Confidential Information, but in no event with less than a commercially reasonable degree of care; (b) not use the Disclosing Party's Confidential Information, or permit it to be accessed or used, for any purpose other than to exercise its rights or perform its obligations under this Agreement; and (c) not disclose any such Confidential Information to any person or entity, except to the Receiving Party's Group who need to know the Confidential Information to assist the Receiving Party, or act on its behalf, to exercise its rights or perform its obligations under this Agreement.

7.4 If the Receiving Party is required by applicable law or legal process to disclose any Confidential Information, it shall, prior to making such disclosure, use commercially reasonable efforts to notify Disclosing Party of such requirements to afford Disclosing Party the opportunity to seek, at Disclosing Party's sole cost and expense, a protective order or other remedy. For purposes of this Section 7 only, Receiving Party's Group shall mean the Receiving Party's affiliates and its or their employees, officers, directors, shareholders, partners, members, managers, agents, independent contractors, service providers, sublicensees, subcontractors, attorneys, accountants, and financial advisors.

8.0 Term, Termination, and Survival.

8.1 Unless terminated earlier pursuant to the terms of this Agreement, this Agreement shall commence as of the Effective Date and shall end upon completion of the Warranty Period, at which time the Customer's annual support agreement shall take effect.

8.2 Either Party may terminate this Agreement, effective upon written notice to the other Party (the “**Defaulting Party**”), if the Defaulting Party:

- (a) Materially breaches this Agreement, and such breach is incapable of cure, or with respect to a material breach capable of cure, the Defaulting Party does not cure such breach within sixty (60) days after receipt of written notice of such breach.
- (b) Becomes insolvent or admits its inability to pay its debts generally as they become due.
- (c) Becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law, which is not fully stayed within ten (10) business days or is not dismissed or vacated within forty-five (45) days after filing.
- (d) Is dissolved or liquidated or takes any corporate action for such purpose.
- (e) Has a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.

8.3 Notwithstanding anything to the contrary in Section 8.2(a), Black Creek may terminate this Agreement before the expiration date of the Term on written notice if Customer fails to pay any amount when due hereunder.

8.4 The rights and obligations of the parties set forth in this Section 8.0 and any right or obligation of the parties in this Agreement which, by its nature, should survive termination or expiration of this Agreement, will survive any such termination or expiration of this Agreement.

8.5 Notwithstanding anything to the contrary in this Section 8.0, the Customer may terminate this Agreement with thirty (30) days' notice in writing from the Customer to Black Creek, (a) if no funds or insufficient funds are appropriated and budgeted in any fiscal period of the Customer for payments to be made under this Agreement; (b) if Black Creek's **SallyPort@IL** Jail Management System is not implemented for the Winnebago County (Illinois) Jail under separate contract; or (c) for any reason as documented in the written notice from Customer to Black Creek. The effective date of termination will be the date the notice is received by Black Creek or the date stated in the notice, whichever is later. After the termination notice is received, Black Creek must restrict its activities, and those of any of its subcontractors, to activities pursuant to the direction of the Customer. Black Creek shall issue a refund to the Customer of any prepaid amounts on a prorated basis from the date of notice of termination. Customer shall compensate Black Creek for all software delivered for all services completed up to date of termination.

8.5

9.0 **Indemnification Obligations.**

9.1 **Customer Indemnification Obligations.** Subject to Section 9.3 below, Customer shall defend, indemnify, and hold Black Creek and its parent organizations, subsidiaries, Affiliates, officers, directors, and employees harmless from and against any and all claims, costs, damages, losses, liabilities and expenses (excluding reasonable attorneys' fees and costs) arising out of or in connection with a third-party claim of injury or death to person or damage to property arising from Customer's negligence.

9.2. **Black Creek Indemnification Obligations.** Subject to Section 9.3 below, to the extent caused by Black Creek, Black Creek shall defend, indemnify, and hold Customer and its elected officials, officers, employees, agents, and attorneys harmless from and against any and all claims, costs, damages, losses, liabilities and expenses (including reasonable attorneys' fees and costs) arising out of or in connection with: (i) any breach by Black Creek (or any of Black Creek's employees, agents, subcontractors, or by anyone else for whose acts any of them may be liable) of any of the promises, agreements, representations, warranties, or insurance requirements contained in this Agreement; (ii) a third-party claim alleging that the Black Creek's Products or Services, content, software, or technology infringes or misappropriates the rights of, or has caused harm to, a third-party; (iii) a third-party claim alleging a breach of any Black Creek representations and warranties in this Agreement; (iv) a third-party claim alleging Black Creek's use of Customer Data is in violation of this Agreement; or (v) a third-party claim alleging a breach of Black Creek's confidentiality or data security obligations, that infringes the rights of, or has caused harm to, a third-party, (vi) third-party claim of injury or death to person or damage to property arising from Black Creek's negligence.

9.3 As an express condition of the foregoing indemnification obligations, the Parties hereby agree that:

(a) the indemnified party shall promptly notify the indemnifying party in writing for any claim for which indemnification is sought;

(b) the indemnified party shall cooperate with all reasonable requests of the indemnifying party in defending or settling such claim.

(c) the indemnifying party shall be allowed to control the defense and settlement of such claim;

(d) the indemnifying party may not settle any claim that includes an admission of liability, fault, negligence or wrongdoing on the part of the indemnified party unless the indemnified party provides prior written consent,

(e) the indemnified party shall have the right, at its option and expense, to participate in the defense of any action, suit or proceeding relating to such a claim through counsel of its own choosing;

Commented [DH1]: Keep this clause - Black Creek will not be responsible for issues created by the Customer

Commented [JG2R1]: That's fine

(f) each indemnified party will undertake commercially reasonable efforts to mitigate any loss or liability resulting from an indemnification claim related to or arising out of this Agreement.

10.0 **Limitation of Liability.**

10.1 EXCEPT FOR CLAIMS ARISING FROM EITHER PARTY'S INDEMNIFICATION OBLIGATIONS, CONFIDENTIALITY AND SECURITY OBLIGATIONS, REPRESENTATIONS AND WARRANTIES, AND INTELLECTUAL PROPERTY INFRINGEMENT OBLIGATIONS, IN NO EVENT SHALL EITHER PARTY'S AGGREGATE LIABILITY WITH RESPECT TO ANY CLAIM ARISING OUT OF THIS AGREEMENT EXCEED THE CONTRACT VALUE AS STATED IN **EXHIBIT A**.

11.0 **Insurance.** Black Creek, at its sole cost, shall secure and maintain at all times, until completion of the term of this Agreement the insurance specified below. Nothing contained in these insurance requirements is to be construed as limiting the extent of Black Creek's responsibility for payment of damages from its operations under this Agreement. Black Creek shall require all subcontractors to provide the insurance required in this Agreement, or Black Creek may provide the coverages for its subcontractors. The Customer maintains the right to modify, delete, alter or change these requirements.

Commercial General Liability Insurance

The Commercial General Liability shall be on an occurrence basis (ISO form CG 0001 or equivalent) to cover bodily injury, personal injury, and property damage.

Each Occurrence	\$1,000,000
General Aggregate	\$1,000,000
Completed Operations Aggregate	\$2,000,000

Professional Liability (Errors & Omissions)

Black Creek shall secure insurance appropriate to Black Creek's profession covering all claims arising out of the performance or nonperformance of professional services for the Customer under this Agreement. This insurance shall remain in force for the life of Black Creek's obligations under this Agreement and shall have a limit of liability of not less than \$1,000,000 per claim.

Network Security & Privacy Liability (Cyber)

Black Creek shall secure coverage for first and third-party claims with limits not less than \$1,000,000 per occurrence or claim, \$1,000,000 aggregate.

All the above required insurance policies, with the exception of Errors & Omissions, shall name the Customer, its elected and appointed officials, and employees as additional insureds with respect to operations performed on a primary and non-contributory basis. Any insurance or self-insurance maintained by the Customer shall be excess of Black Creek's insurance and shall not contribute with it. The full policy limits and scope of protection shall apply to the Customer as an additional insured even if they exceed the minimum insurance requirements specified herein.

Prior to the date on which Black Creek commences performance of its part of this Agreement, Black Creek shall furnish to the Customer's Purchasing Department certificates of insurance maintained by Black Creek. The receipt of any certificate of insurance does not constitute contract with the Customer that the insurance requirements have been fully met or that the insurance policies indicated on the certificate of insurance are in compliance with the insurance required above. In no event shall failure of the Customer to receive certificates of insurances required hereof or to demand receipt of such Certificates of Insurance be construed as a waiver of Black Creek's obligations to insurance pursuant to these insurance requirements.

12.0 Entire Agreement. This Agreement, including and together with any related Statements of Work, exhibits, schedules, attachments, and appendices, constitutes the sole and entire agreement of the Parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding such subject matter. The Parties acknowledge and agree that if there is any conflict between the terms and conditions of this Agreement and the terms and conditions of any Statement of Work, the terms and conditions of this Agreement shall supersede and control.

13.0 Notices. All notices, requests, consents, claims, demands, waivers, and other communications under this Agreement (each, a "Notice", and with the correlative meaning "Notify") must be in writing and addressed to the other Party at its address set forth below (or to such other address that the receiving Party may designate from time to time in accordance with this Section 13). Unless otherwise agreed herein, all Notices must be delivered by personal delivery, nationally recognized overnight courier, or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only (a) on receipt by the receiving Party; and (b) if the Party giving the Notice has complied with the requirements of this Section 13.

Notice to Customer: 17th Judicial Circuit Court – Winnebago Juvenile Detention

Attention: Debbie Jarvis

Email: djarvis@17thcircuit.illinoiscourts.gov

Phone: 815-319-6250

Notice to Black Creek:	<u>Via US Postal Service</u> Black Creek Integrated Systems Corp. P O Box 101747 Irondale, Alabama 35210	<u>Via courier deliveries</u> Black Creek Integrated Systems Corp. 2920 Commerce Boulevard Irondale, Alabama 35210
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Attention: Brady W. Hughes, President & CEO

ContractAdmin@blackcreekisc.com

205-949-9900

14.0 Severability. If any term or provision of this Agreement is found by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon a determination that any term or provision is invalid, illegal, or unenforceable, the Parties shall negotiate in good faith to modify this Agreement to effect the original intent of the Parties as closely as possible in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible, and if the Parties are unable to agree on an appropriate modification, a court may modify such provision to effect the original intent of the Parties as closely as possible in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

15.0 Amendments/Change Orders. Additional Scopes of Work/Change Orders shall be deemed issued and accepted as change orders to this project only if agreed by an authorized representative of each Party. No amendment to or modification of this Agreement is effective unless it is in writing, identified as an amendment to this Agreement, and signed by an authorized representative of each Party.

16.0 Waiver. No waiver by any Party of any of the provisions of this Agreement shall be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

17.0 Assignment. Customer shall not assign, transfer, delegate, or subcontract any of its rights or delegate any of its obligations under this Agreement without the prior written consent of Black Creek. Any purported assignment or delegation in violation of this Section 17 shall be null and void. No assignment or delegation shall relieve the

Customer of any of its obligations under this Agreement. Black Creek shall not assign, transfer, delegate, or subcontract any of its rights or delegate any of its obligations under this Agreement without the prior written consent of the Customer. No assignment or delegation shall relieve Black Creek of any of its obligations under this Agreement.

18.0 Successors and Assigns. Subject to the restrictions set forth in Section 17, this Agreement is binding on and inures to the benefit of the Parties to this Agreement and their respective permitted successors and permitted assigns.

19.0 Relationship of the Parties. The relationship between the parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture, or other form of joint enterprise, employment, or fiduciary relationship between the Parties, and neither Party shall have authority to contract for or bind the other Party in any manner whatsoever.

20.0 Third-Party Beneficiaries. This Agreement benefits solely the Parties to this Agreement and their respective permitted successors and assigns and nothing in this Agreement, express or implied, confers on any other Person any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.

20.01 At the option of Black Creek, the use of this Agreement may be extended to other governmental agencies, counties, cities, and other political subdivisions of a state. Pricing will be dependent on the configuration of software, licenses, interfaces, and professional services required, subject to rates in effect at the time of purchase.

20.02 Each governmental agency allowed by Black Creek to use this Agreement shall do so independent of any other governmental entity. Each agency shall be responsible for its own purchase and shall be liable only for goods or services ordered, received, and accepted.

21.0 Choice of Law and Venue. This Agreement and all related documents including all exhibits and Statements of Work attached to or incorporated herein, and all matters arising out of or relating to this Agreement, shall be governed by and construed in accordance with the laws of the State of Illinois, without giving effect to the conflict of laws or provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the State of Illinois. Black Creek irrevocably submits, and will cause any of its subcontractors to submit to the original jurisdiction of those State or Federal courts located within the County of Winnebago, State of Illinois, with regard to any controversy arising out of, relating to, or in any way concerning the execution or performance of this Agreement.

22.0 Counterparts. This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. Notwithstanding anything to the contrary in Section 12, a signed copy of this Agreement delivered by facsimile, email, or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

23.0 Force Majeure. Neither Party shall be liable or responsible to the other, nor be deemed to have defaulted or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement when and to the extent such failure or delay is caused by or results from acts or circumstances beyond the reasonable control of the Party including, without limitation, acts of God, flood, fire, earthquake, explosion, governmental actions, war, invasion or hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest, national emergency, revolution, insurrection, epidemic, lock-outs, strikes or other labor disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, materials or telecommunication breakdown or power outage.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

SIGNATURES

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the Effective Date by their respective duly authorized officers.

**17TH JUDICIAL COURT – WINNEBAGO
JUVENILE DETENTION**

BLACK CREEK INTEGRATED SYSTEMS CORP.

Authorized Signature

Debbie Jarvis
Typed or Printed Name

Director Court Servies
Title

Date

Authorized Signature

Brady W. Hughes
Typed or Printed Name

President & CEO
Title

Date

**EXHIBIT A
TO AGREEMENT BETWEEN
BLACK CREEK INTEGRATED SYSTEMS CORP. AND CUSTOMER
SCOPE OF WORK No. [REDACTED]**

Refer to attached Proposal/Scope of Work PCxxxxx dated <date>.

DRAFT



Ordinance Executive Summary

Prepared By: Steve Schultz
Committee: Finance Committee
Committee Date: June 5, 2025
Ordinance Title: Ordinance for a Budget Amendment for Winnebago County Community Mental Health Board Accelerator Grant Award to Juvenile Detention Ctr
Board Meeting Date: June 26, 2025

Budget Information:

Was item budgeted? No	Appropriation Amount: \$0
If not, explain funding source: WCCMHB Grant Award and Detention Home Fund Balance	
ORG/OBJ/Project Code: 43100 (Detention Home)/46320	
FY2025 Budget Impact: \$1,762,668	

Background Information: The Winnebago County Juvenile Detention Center has received funding from the Winnebago County Community Mental Health Board in the amount of \$1,027,133.37 for the purpose of creating three confidential counseling spaces within the facility. Total expected cost for the project including architectural fees and construction is \$1,762,668. The Detention Home Fund balance will be used for expenditures in excess of the grant award.

Recommendation: Finance Department recommends approval

Contract/Agreement: Attached

Legal Review: Not applicable

Follow-Up: Not applicable

2025 Fiscal Year

Finance: June 5, 2025

Lay Over: June 12, 2025

Sponsored by:

Final Vote: June 26, 2025

John Butitta, Finance Committee Chairman

2025 CO

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

The Winnebago County Finance Committee presents the following Ordinance amending the Annual Appropriation Ordinance for the fiscal year ending September 30, 2025 and recommends its adoption.

Ordinance for a Budget Amendment for Winnebago County Community Mental Health Board Accelerator Grant Award to Juvenile Detention Center

WHEREAS, the Winnebago County Juvenile Detention Center has received funding from the Winnebago County Community Mental Health Board in the amount of \$1,027,133.37 for the purpose of creating three confidential counseling spaces within the facility. Total expected cost for the project including architectural fees and construction is \$1,762,668. The Detention Home Fund balance will be used for expenditures in excess of the grant award; and

WHEREAS, the Winnebago County Board adopted the “Annual Budget and Appropriation Ordinance” for the fiscal year ending September 30, 2025 at its September 26, 2024 meeting; and,

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

NOW, THEREFORE, BE IT ORDAINED, that the County Board deems that pursuant to provisions as set forth in 55ILCS 5/6-1003(2014), certain conditions have occurred in connection with the operations of the County which are deemed to be immediate emergencies; therefore, the increases detailed per the attached Request for Budget Amendment are hereby authorized for Amendment **#25-016 JDC-MHB Accelerator Grant Award**.

Respectfully Submitted,
FINANCE COMMITTEE

AGREE

DISAGREE

JOHN BUTITTA, CHAIR

JOHN BUTITTA, 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.

ATTESTED BY:

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

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

2025
WINNEBAGO COUNTY
 FINANCE COMMITTEE
 REQUEST FOR BUDGET AMENDMENT

DATE SUBMITTED:		5/29/2025		AMENDMENT NO: 2025-016	
DEPARTMENT:		Juvenile Detention Center		SUBMITTED BY: Debbis Jarvis & Marlana Dokken	
FUND#:		0131-Detention Home Fund		DEPT. BUDGET NO. 43100-Detention Home	

Department Org Number	Object (Account) Number	Project Number	Object (Account) Description	Adopted Budget	Amendments Previously Approved	Revised Approved Budget	Increase (Decrease)	Revised Budget after Approved Budget Amendment
Expenditures								
43100	46320	02608	Building Improvement	\$0	\$0	\$0	\$1,027,133	\$1,027,133
43100	46320		Building Improvement	\$30,000	\$0	\$30,000	\$735,535	\$765,535
Revenue								
43100	32130	02608	Local Operating Grant	\$0	\$0	\$0	(1,027,133)	(\$1,027,133)
TOTAL ADJUSTMENT:							\$735,535	
Reason budget amendment is required:								
The Winnebago County Juvenile Detention Center has received funding from the Winnebago County Community Mental Health Board in the amount of \$1,027,133.37 for the purpose of creating three confidential counseling spaces within the facility. Total expected cost for the project including architectural fees and construction is \$1,762,668. The Detention Home Fund balance will be used for expenditures in excess of the grant award.								
Potential alternatives to budget amendment:								
None								
Impact to fiscal year 2025 budget: \$1,762,668								
Revenue Source: Mental Health Board grant \$1,027,133; Detention Center Fund Balance \$735,535								



GRANT / OTHER FUNDING AGREEMENT SUMMARY WORKSHEET

Prepared By:	Marlana Dokken
Committee:	Finance Committee
Committee Date:	June 5, 2025
Ordinance Title:	Ordinance for a Budget Amendment for Winnebago County Community Mental Health Board Accelerator Grant Award to Juvenile Detention Center
Board Meeting Date:	June 26, 2025

All grant awards must be approved through their respective Committees prior to presenting for Board approval. Those requiring a budget modification must also be approved by the Finance Committee. To provide the County Board with the information needed for compliance requirements, please provide a complete Committee and Board packet that includes this form, the Executive Summary, Resolution, and Award.

Funding Information:

Grant Period of Performance:	
Is match required?	<input type="checkbox"/> yes <input checked="" type="checkbox"/> no
- If yes, did you work with Accounting to determine match allocation?	<input type="checkbox"/> yes <input type="checkbox"/> no
Are Indirect Costs Allowable under the award?	<input checked="" type="checkbox"/> yes <input type="checkbox"/> no
- If yes, is the 15% de minimus Indirect Cost rate included in the budget?	<input type="checkbox"/> yes <input checked="" type="checkbox"/> no
<i>Indirect Cost Base includes: salaries, fringe benefits, travel, supplies, training, and up to the first \$50,000 of each subaward.</i>	
- If no, please explain: This is a capital project, in which all funds are requested to go to the project deliverables.	
Does funding agreement contain Special Conditions that may prohibit another department's ability to apply for funding?	<input type="checkbox"/> yes <input checked="" type="checkbox"/> no
- If yes, please explain:	
How many sub-awards are included in this award? Unknown at this time.	
- Do subawards/contracts contain Indirect Costs?	<input type="checkbox"/> yes <input checked="" type="checkbox"/> no
- If yes, please provide Indirect Cost rates and total Indirect applied to each subaward or contract:	

**Winnebago County Community Mental Health Board Funding Agreement
for Accelerator Grant Awards**

THIS AGREEMENT (the "Agreement") is between the Winnebago County Community Mental Health Board (hereafter "WCCMHB") and the County of Winnebago, Illinois (hereinafter "Provider") for a term commencing June 1st, 2025 (hereafter "Start Date") and ending May 31st, 2027 (hereafter "End Date"). WCCMHB and Provider are collectively referred to herein as "Parties" or individually as a "Party".

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

A. Grant Funding: After signing this document, the Provider shall receive 25% of the awarded amount, processed according to WCCMHB policies. The subsequent funding for the Project pursuant to this Agreement is through a deliverable-based grant award agreement. The payment will be tied to the achievement of standard milestones, ensuring that the awards are directly linked to the progress of the Project. Provider must provide WCCMHB and maintain source documents for each revenue and expense.

B. Grant Payments: Each subsequent grant payment received by Provider will be received at 25%, 50%, 75%, and 100% Project completion, and upon consultation with Provider's Project manager consistent with the work plan and a contractor's report, if applicable. Sufficient evidence shall be provided to establish milestone achievement and that WCCMHB funds were used only for their intended purpose(s) as outlined in Work Plan. Provider shall receive the approved amount of Project funding as follows and upon execution of the following deliverables:

- i. 25% completion of Project: additional 25% of award paid
- ii. 50% completion of the Project: additional 25% of award paid
- iii. 75% completion of the Project: additional 20% of award paid
- iv. 100% completion of the Project: final 5% of award paid

C. Billing Guidelines: Payments shall be upon meeting the thresholds mentioned in section 1b. Submission by the Provider of a satisfactory affidavit and supporting documentation of approved expenses in accordance with this Agreement, including any related data submission requirements and/or requirements of the Work Plan or Special Conditions.

All affidavits shall be submitted in accordance with the WCCMHB guidelines or policies currently in place or which are hereafter communicated to Provider.

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

3. REPORTING, EVALUATION, AND MONITORING. Provider shall track and report measurable outcome data, service information, evaluation and monitoring data congruent with Work Plan and as specified below:

A. Measurable Outcomes: The Provider will adopt measurable outcomes for the Project and report on those measurable outcomes as defined in Work Plan.

B. Critical or Sentinel Events: The Provider shall inform WCCMHB within 24 hours of any Critical Event or Sentinel Event that involves a WCCMHB Services. A “Critical Event” is any event that potentially affects the Provider’s state licensure, Medicaid certification status, or puts the Provider or the WCCMHB at risk fiscally, clinically, or legally. A “Sentinel Event” is defined as any unanticipated event in a healthcare setting resulting in death or serious bodily or psychologically injury to a patient or patients, not related to the natural course of the patient’s illness. Provider shall describe the Critical Event or Sentinel Event while also maintaining client confidentiality.

C. Staff Credentials: WCCMHB (either on its own or through a contractor or other designee) may audit the credentials, qualifications, and supervision of all Provider's staff to ensure compliance with the requirements of DHS/DNH/DD/DRS, SUPR, DCFS, DOC, Illinois Departmental Medicaid Rules, HFS, and/or other applicable local, state, or federal regulations. Provider shall conduct background checks on all employees and staff that are funded under this Agreement.

D. Changes to Services/Closures: WCCMHB shall be notified in writing at least sixty (60) days in advance of any foreseeable closure or significant change to the Project or expected to impact Project availability requirements. This also includes staff reduction in force which would alter capacity to fulfill Provider's obligations under this Agreement.

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

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

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

Financial reports submitted by the Provider shall not contain the name of any client or any other information which, according to the Illinois Mental Health Code or state or federal law, is

considered confidential to the client as Protected Health Information (“PHI”) or as Protected Personally Identifiable Information (“PII”).

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

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

6. COUNTY BOARD APPROVAL. Notwithstanding any provision to the contrary, all payments under this Agreement are subject to the appropriation of WCCMHB’s budget by the Winnebago County Board, the appropriation and levy of sufficient taxes by the Winnebago County Board to fund said budget, and the collection and distribution of sufficient tax revenues.

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

8. COMMUNICATION REQUIREMENTS. During Project progress, Provider will coordinate communication efforts related to Project with the WCCMHB, including the following Provider responsibilities:

- A. Record by video an impact presentation for the WCCMHB, which summarizes the outcomes of the grant award upon completion of Project.
- B. Provide an interview to a WCCMHB hired writer for WCCMHB Annual Impact Report, highlighting outcomes, as requested by WCCMHB
- C. Create and post social media content (at deliverable milestones) to highlight updates/news.

D. Tag the WCCMBH social media platforms in all Provider initiated social media content that pertains to the Project.

E. Acknowledge the support of WCCMHB as appropriate in communication materials that promote the Project – for example: flyers, brochures, website pages, etc.

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

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

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

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

10. LIABILITY/INDEMNIFICATION/INSURANCE. WCCMHB assumes no liability for actions of Provider or the Provider's employees under this Agreement. Provider shall indemnify, defend

and hold harmless WCCMHB, and its respective agents, employees, officers, directors, successors (collectively, the "Indemnitees") in respect to any damages, claims, allegations, losses, charges, actions, suits, proceedings, judgements, interest, penalties amounts paid in settlement, costs, and expenses (including reasonable and verifiable attorneys' fees) (collectively, "Losses") which are imposed on, sustained, paid by, incurred or suffered by or asserted against any of the Indemnitees directly or indirectly related to, arising out of, or resulting from third party claims relating to (i) the acts, omissions or breach of Provider, its agents or representatives in connection with the performance of its obligations under this Agreement, (ii) any allegations by any federal, state or local government authority that Provider has in any way misused, misspent, improperly accounted for, or improperly disbursed funds, including but not limited to any allegations that Provider has violated any Medicare or Medicaid regulation, statute or ruling, or from any other violation of state or federal laws and regulations the Provider has certified as being in compliance.

During the term of this Agreement, Provider shall maintain in force policies of insurance including general liability, automobile and professional negligence covering its employees and contractors assigned to Provider's Project hereunder. Policy limits are subject to review and reasonable approval by the WCCMHB. Upon execution of this Agreement, and on specific request thereafter, Provider shall supply to the WCCMHB a current certificate(s) of insurance reflecting the required insurance policies as outlined by this Agreement. The general and automobile liability policies shall include the Board, Board members and Board employees as additional insureds on a primary, non-contributory basis unless otherwise agreed to in writing. The declaration certificates shall specifically require the Insurance Company to notify the WCCMHB in writing at least thirty (30) days prior to non-renewal, reduction or cancellation of the policy. All insurance policies shall be written through a company or companies having an AM Best rating of "A" or above. No payment will be made to the Provider until proper insurance certification has been received by the Board.

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

Agreement if any breach of this Agreement or if the WCCMHB finds a violation by the Provider of any relevant WCCMHB policy.

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

In addition, if any capital asset which was purchased in whole or in part by funds received under this Agreement or obtained through Project is sold within five (5) years of the End Date, WCCMHB shall be reimbursed for all or that percentage of funding provided by WCCMHB for said capital asset. The provisions of this Section 11 shall survive the termination of this Agreement.

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

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

13. MONITORING AND EVALUATION. WCCMHB through its President, or designated staff and retained consultants, shall be afforded reasonable access to the premises where the Project is conducted by the Provider under this Agreement and to all records relating to the Project and Provider's operation for the purposes of monitoring and evaluating the Project and payment by the WCCMHB within reasonable notice. WCCMHB also reserves the right to require supplementary material for the purposes of monitoring and evaluating the Project's services and payment procedures. Provider and the WCCMHB shall comply with the confidentiality

requirements set by the state and federal law, as well as other regulations and rules that Provider and the WCCMHB is obligated to follow.

14. LEGAL COMPLIANCE. Provider assures and certifies with respect to this Agreement that it possesses legal authority to enter into this Agreement; that a resolution, motion, or similar action has been duly adopted or passed as an official act of its governing body authoring the execution of this Agreement, including all understandings and assurances contained herein, and directing and authorizing the person identified as the official representative (or “designee”) of the Provider to act in connection with the Agreement and to provide such additional information as may be required by WCCMHB.

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

16. CONTROLLING LAW/ENFORCEMENT. The Agreement that is signed is to be governed by the laws of the State of Illinois and the parties agree that exclusive venue for any legal proceedings shall be in Winnebago County, Illinois. In the event either party takes any legal action to enforce the terms of this Agreement, including litigation, the Parties hereto acknowledge and agree that each party shall be responsible for their own costs, charges, expenses and their reasonable attorney’s fees arising as a result thereof.

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

18. NOTICE. All notices or other written communications required or permitted to be given under this Agreement shall be deemed to have been duly given if delivered personally in hand; or sent certified U.S. mail, return receipt requested, postage prepaid; by email, or by fax; on the

date received by and addressed to the appropriate party at the following address or as such other address as may be given in writing to the parties.

If to WCCMHB: Mary Ann Abate Contact: Region 1 Planning Council 127 N. Wyman St, Suite 100 Rockford, IL 61101	If to Provider: Marlana Dokken Contact: 404 Elm Street Rockford, IL 61101
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19. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement of the parties and is intended as a complete and exclusive statement of the promises, representations, negotiations, discussions and agreements that have been made in connection with the subject matter hereof. No modification or amendment to this Agreement shall be binding upon the parties unless the same is in writing and signed by the representative parties' designees hereto.

WCCMHB Signatures:

PROVIDER Signature:

Winnebago County Community
Mental Health Board
PRESIDENT:
Name: _____

County of Winnebago, Illinois

Name of Signor: Joseph V. Chiarelli

TREASURER

Name: _____

Title: Winnebago County Board Chairman

**WCCMHB**

Winnebago County
Community Mental
Health Board

**Winnebago County Community Mental Health Board
Accelerator Award Work Plan Agreement**

INTRODUCTION: This Work Plan Agreement defines the expectations the Winnebago County Community Mental Health Board has of the agency and service listed, including the work to be performed and/or the results to be achieved, for the stated contract year.

Agency:	Winnebago County
Service, Program or Project Name:	Winnebago County Juvenile Detention Center
Amount:	\$1,027,133.37
Contract Year:	June 1st, 2025 to May 31st, 2027
Area of Capital: Human, Social, and/or Physical	<ul style="list-style-type: none">• Physical
Expense Categories: What expense categories will the awarded funds cover?	<ul style="list-style-type: none">• Construction

FUNDING AGREEMENT DELIVERABLES

Project Progress	Title	Description	Estimated Completion Date	Payout Amount
D1 Initial - After Board Approval	Board approval, contract signed	Fully executed contract and workplan	06/13/2025	\$256,783.34
D2 25% Complete	Construction begins	Evidence of groundbreaking	09/26/2025	\$256,783.35
D3 50% Complete	Statement of work from contractors documenting completed work and remaining construction	Statement of work identifying specific percentage of work completed and percentage of work remaining	12/19/2025	\$256,783.35
D4 75% Complete	Confidential Counseling Spaces	Evidence of three confidential counseling spaces submitted via Foundant	06/19/2026	\$205,426.67
D5 100% Complete	Site Visit	Site visit and final walkthrough	05/31/2027	\$51,356.66

DEFINE THE SERVICE, PROGRAM, or PROJECT TO BE SUPPORTED OR DELIVERED Define the service, program, project to be supported or delivered by requested funds.

The Winnebago County Juvenile Detention Center will use Accelerator Award funding to renovate its campus and create three confidential counseling spaces.

OUTCOMES TO BE REPORTED FOR THIS SERVICE, PROGRAM or PROJECT

The project will support behavioral health services at the Winnebago County Juvenile Detention Center.

Signature

Please Note: by entering data into the next three (3) fields calling for insertion of your Name, Title, and Date, you are representing that you are an officer or agent for **Winnebago County** duly authorized to approve the Service, Program, Project Work Plan.

Authorized Signature:

Printed Name:

Title:

Date:

Mental Health Board Reviewed/Accepted

Authorized Signature:

Printed Name:

Title:

Date:



Ordinance Executive Summary

Prepared By: Steve Schultz
Committee: Finance Committee
Committee Date: June 5, 2025
Ordinance Title: Ordinance for a Budget Amendment for Focused Deterrence Program
Partial Alternative Funding
Board Meeting Date: June 26, 2025

Budget Information:

Was item budgeted? No	Appropriation Amount: \$0
If not, explain funding source: PSST Fund Balance	
ORG/OBJ/Project Code: 40128 (COCJI)/various/FD003	
FY2025 Budget Impact: \$56,085	

Background Information: The Winnebago County Chairman's Office of Criminal Justice Initiatives (COCJI) has administered the Focused Deterrence program since its implementation in FY2022. The program was established in conjunction with the City of Rockford with each entity funding \$400,000. The County originally allocated ARPA funding for the Focused Deterrence program. Guidelines for use of ARPA funds were restricted as of 12/31/24 and only the salary and fringe expenses were obligated for use for the Focused Deterrence program. Another funding source for related non-personnel expenses was identified. This budget amendment funds the additional funding source. The County should meet its \$400,000 obligation by the end of fiscal year 2025.

Recommendation: Finance Department recommends approval

Contract/Agreement: Not applicable

Legal Review: Not applicable

Follow-Up: Not applicable

2025 Fiscal Year

Finance: June 5, 2025

Lay Over: June 12, 2025

Sponsored by:

Final Vote: June 26, 2025

John Butitta, Finance Committee Chairman

2025 CO

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

The Winnebago County Finance Committee presents the following Ordinance amending the Annual Appropriation Ordinance for the fiscal year ending September 30, 2025 and recommends its adoption.

Ordinance for a Budget Amendment for Focused Deterrence Program Partial Alternative Funding

WHEREAS, the Winnebago County Chairman's Office of Criminal Justice Initiatives (COCJI) has administered the Focused Deterrence program since FY22 with funding through the County ARPA award. The County has committed a total of \$400,000 for the program. An additional funding source is necessary for a portion of the remaining committed expenditures related to the Focused Deterrence program; and,

WHEREAS, the Winnebago County Board adopted the "Annual Budget and Appropriation Ordinance" for the fiscal year ending September 30, 2025 at its September 26, 2024 meeting; and,

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

NOW, THEREFORE, BE IT ORDAINED, that the County Board deems that pursuant to provisions as set forth in 55ILCS 5/6-1003(2014), certain conditions have occurred in connection with the operations of the County which are deemed to be immediate emergencies; therefore, the increases detailed per the attached Request for Budget Amendment are hereby authorized for Amendment **#25-018 Focused Deterrence Funding**.

Respectfully Submitted,
FINANCE COMMITTEE

AGREE

DISAGREE

JOHN BUTITTA, CHAIR

JOHN BUTITTA, 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.

ATTESTED BY:

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

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

2025
WINNEBAGO COUNTY
FINANCE COMMITTEE
REQUEST FOR BUDGET AMENDMENT

DATE SUBMITTED:		5/29/2025		AMENDMENT NO: 2025-016	
DEPARTMENT:		COCJI		SUBMITTED BY: Marlana Dokken & Finance	
FUND#:		0001-PSST		DEPT. BUDGET NO. 40128-COCJI	

Department Org Number	Object (Account) Number	Project Number	Object (Account) Description	Adopted Budget	Amendments Previously Approved	Revised Approved Budget	Increase (Decrease)	Revised Budget after Approved Budget Amendment
Expenditures								
40128	42293	FD003	Incentives for Prog Clients	\$0	\$0	\$0	\$300	\$300
40128	43212	FD003	Telephone	\$0	\$0	\$0	\$430	\$430
40128	43190	FD003	Other Professional Services	\$0	\$0	\$0	\$55,355	\$55,355
Revenue								
TOTAL ADJUSTMENT:							\$56,085	
Reason budget amendment is required:								
<p>The Winnebago County Chairman's Office of Criminal Justice Initiatives (COCJI) has administered the Focused Deterrence program since its implementation in FY2022. The program was established in conjunction with the City of Rockford with each entity funding \$400,000. The County originally allocated ARPA funding for the Focused Deterrence program. Guidelines for use of ARPA funds were restricted as of 12/31/24 and only the salary and fringe expenses were obligated for use for the Focused Deterrence program. Another funding source for related non-personnel expenses was identified. This budget amendment funds the additional funding source. The County should meet its \$400,000 obligation by the end of fiscal year 2025.</p>								
Potential alternatives to budget amendment:								
None								
Impact to fiscal year 2025 budget: \$56,085								
Revenue Source: PSST Fund balance								



Resolution Executive Summary

Prepared By: Lafakeria S. Vaughn
Committee: Finance Committee
Committee Date: June 5, 2025
Resolution Title: Resolution Authorizing Settlement of Pending Litigation (Sarah Tehan et al. v. Winnebago County Sheriff's Department, et al.)
County Code: Not Applicable
Board Meeting Date: June 12, 2025

Budget Information:

Was item budgeted? Yes	Appropriation Amount: \$42,500
If not, explain funding source: N/A	
ORG/OBJ/Project Code:	Budget Impact: Within budgeted amount

Background Information: Settlement of claims by the Plaintiff against the Sheriff's Department, County Sheriff and two Sheriff deputies.

Recommendation: Staff concurs

Contract/Agreement: N/A

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

Follow-Up: N/A

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

2025 CR _____

SUBMITTED BY: FINANCE COMMITTEE

SPONSORED BY: JOHN BUTITTA

**RESOLUTION AUTHORIZING SETTLEMENT OF PENDING LITIGATION
(Sarah Tehan et al. v. Winnebago County Sheriff's Department, et al.)**

WHEREAS, *Sarah Tehan et al. v. Winnebago County Sheriff's Department, et al.*, is a pending civil action against the Sheriff's Department, County Sheriff and two Sheriff deputies, filed in the United States District Court for the Northern District of Illinois, as case number 3:20-cv-50515; and

WHEREAS, the Plaintiff therein has agreed to settle all claims she has against the County Defendants, for the sum of Forty-Two Thousand Five-Hundred Dollars (\$42,500.00); and

WHEREAS, the Finance Committee, after having reviewed the facts and circumstances of the aforementioned case and after having conferred with the Winnebago County State's Attorney, through his special assistant state's attorney, has determined it is in the best interests of the citizens of Winnebago County to settle this case on the terms set forth above.

NOW, THEREFORE BE IT RESOLVED, by the County Board of the County of Winnebago, Illinois that the Winnebago County State's Attorney is hereby authorized to settle the aforementioned lawsuit by paying the Plaintiff therein the sum of Forty-Two Thousand Five-Hundred Dollars (\$42,500.00).

BE IT FURTHER RESOLVED, that the Winnebago County Treasurer, Winnebago County Clerk, and Winnebago County Finance Department are authorized and directed to prepare and deliver to the Winnebago County State's Attorney one or more County Warrants totaling Forty-Two Thousand Five-Hundred Dollars (\$42,500.00); payable as directed by the State's Attorney.

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

Respectfully submitted,
Finance Committee

AGREE

DISAGREE

JOHN BUTITTA, CHAIR

JOHN BUTITTA, CHAIR

PAUL ARENA

PAUL ARENA

JOE HOFFMAN

JOE HOFFMAN

KEITH McDONALD

KEITH McDONALD

JOHN SWEENEY

JOHN SWEENEY

CHRISTINA VALDEZ

CHRISTINA VALDEZ

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

ATTESTED BY:

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

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



Resolution Executive Summary

Prepared By: Lafakeria S. Vaughn
Committee: Finance Committee
Committee Date: June 5, 2025
Resolution Title: Resolution Authorizing Settlement of Pending Litigation (Kelli Graham v. Winnebago County Health Department)
County Code: Not Applicable
Board Meeting Date: June 12, 2025

Budget Information:

Was item budgeted? Yes	Appropriation Amount: \$40,500
If not, explain funding source: N/A	
ORG/OBJ/Project Code:	Budget Impact: Within budgeted amount

Background Information: Settlement of IDHR charge by a former employee and against the Winnebago County Health Department.

Recommendation: Staff concurs

Contract/Agreement: N/A

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

Follow-Up: N/A

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

2025 CR _____

SUBMITTED BY: FINANCE COMMITTEE

SPONSORED BY: JOHN BUTITTA

**RESOLUTION AUTHORIZING SETTLEMENT OF PENDING LITIGATION
(Kelli Graham v. Winnebago County Health Department)**

WHEREAS, a former employee of the Winnebago County Health Department, Kelli Graham, has filed an Illinois Department of Human Rights (IDHR) charge of discrimination, Charge No. 2024CF2221, against the Winnebago County Health Department; and

WHEREAS, Ms. Graham therein has agreed to settle all claims she has against the County for the sum of Forty Thousand Five-Hundred Dollars (\$40,500.00); and

WHEREAS, the Finance Committee, after having reviewed the facts and circumstances of the aforementioned case and after having conferred with the Winnebago County State's Attorney, through his assistant state's attorney, has determined it is in the best interests of the citizens of Winnebago County to settle this matter on the terms set forth above.

NOW, THEREFORE BE IT RESOLVED, by the County Board of the County of Winnebago, Illinois that the Winnebago County State's Attorney is hereby authorized to settle the aforementioned IDHR charge by paying Ms. Graham therein the sum of Forty Thousand Five-Hundred Dollars (\$40,500.00).

BE IT FURTHER RESOLVED, that the Winnebago County Treasurer, Winnebago County Clerk, and Winnebago County Finance Department are authorized and directed to prepare and deliver to the Winnebago County State's Attorney one or more County Warrants totaling Forty Thousand Five-Hundred Dollars (\$40,500.00); payable as directed by the State's Attorney.

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

Respectfully submitted,
Finance Committee

AGREE

DISAGREE

JOHN BUTITTA, CHAIR

JOHN BUTITTA, 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 Resolution was adopted by the Finance Committee of the
County of Winnebago, Illinois this ____ day of _____ 2025.

ATTESTED BY:

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

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

ECONOMIC DEVELOPMENT COMMITTEE



Resolution Executive Summary

Committee Date: Monday, June 2, 2025

Committee: Economic Development

Prepared By: Chris Dornbush

Document Title: Resolution Granting Authority To The Winnebago County Board Chairman To Execute The Documents Necessary To Complete A Loan For \$40,000 From The Revolving Loan Fund To Socks N Slots Laundry, LLC (Socks)

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

Board Meeting Date: Thursday, June 12, 2025

Budget Information:

Was item budgeted? Yes	Appropriation Amount: \$40,000
If not, explain funding source:	
ORG - OBJ - Project Code: Fund available in fund #0307 (Revolving Loan Fund)	Budget Impact: None - Budgeted

Background Information:

Socks N Slots Laundry, LLC (Socks) is a new laundromat business that will serve beer, wine, and video gaming to its customers. It is located at 3333 North Rockton Avenue, within a former bank. PLB 1 LLC (EPC), who Matthew Waldschmidt (50%) and Georgia A. Mayberry (50%) are the owners of the property, will lease it to Socks who will operate the business and are owners, Mr. Waldschmidt (49%) and Ms. Mayberry (51%). They are requesting \$40,000 at 8% interest rate for 5 years from the Winnebago County Revolving Loan Fund to assist with building improvements, including but not limited to; kitchen modifications, hard water treatment system and other minor miscellaneous change orders. The County's investment makes up just over 2.5% of the entire project and helps create 5 Full-Time Equivalent (FTE) positions, which has a County investment per position as \$8,000. Participation in this project, benefits a female-owned business, supports development in a Low-to-Moderate (LMI) Income area and job creation in a Labor Surplus Area (LSA).

Recommendation:

Administration supports the recommendation as proposed with the terms stated by RLDC for the loan.

Contract/Agreement:

NA

Legal Review:

Yes

Follow-Up:

RLDC & staff normally update the entire Board on a regular basis.

County Board Office

404 Elm Street, Rm 533, Rockford, IL 61101 | www.wincoil.gov
Phone: (815) 319 - 4225 | E-mail: boardoffice@admin.wincoil.gov

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

2025 CR _____

**RESOLUTION GRANTING AUTHORITY TO THE WINNEBAGO COUNTY BOARD
CHAIRMAN TO EXECUTE THE DOCUMENTS NECESSARY TO COMPLETE A
LOAN FOR \$40,000 FROM THE REVOLVING LOAN FUND TO SOCKS N SLOTS
LAUNDRY LLC (SOCKS)**

WHEREAS, Matthew Waldschmidt (49%) and Georgia A. Mayberry (51%) are owners of Socks N Slots Laundry LLC (Socks), a new laundromat business that will feature beer, wine, and video gaming, located at 3333 North Rockton Avenue, Rockford, Illinois; and

WHEREAS, Mr. Waldschmidt is experienced in the laundromat industry being an owner and operator of a commercial laundromat in Chicago and Ms. Mayberry is versed in business practices as being an accountant and involved in other business ventures, and both are financially strong; and

WHEREAS, Socks is requesting forty thousand dollars (\$40,000.00) from the County's Revolving Loan Fund to assist with building improvements; more specifically, kitchen modifications, hard water treatment system and other minor miscellaneous change orders; and

WHEREAS, it is expected that this loan will assist in the creation of five (5) full-time equivalent employees over the next two (2) years and participation in this project benefits a female owned business, development in a Low- and Moderate- Income (LMI) area, and job creation in a Labor Surplus Area; and

WHEREAS, Socks is seeking a loan to assist with building improvements, as recommended by the staff of Rockford Local Development Corporation (RLDC), forty thousand dollars (\$40,000.00) for five (5) years at eight percent (8%) from the County of Winnebago's Revolving Loan Fund to Socks, secured by a shared mortgage and lien together with RLDC/EDA and subordinated to Stillman Bank and U.S. Small Business Administration (SBA) 504 debt. Additionally, personal guarantees from Mr. Waldschmidt and Ms. Mayberry as co-signatories of the Note.

NOW THEREFORE, BE IT RESOLVED, by the County Board of the County of Winnebago, Illinois, that the Winnebago County Board Chairman is hereby authorized to execute the loan documents prepared by Rockford Local Development Corporation (RLDC) and

approved by the Winnebago County State's Attorney's Office for the loan of five (5) years, forty thousand dollars (\$40,000.00), at eight percent (8%) from the County of Winnebago's Revolving Loan Fund to Socks N Slots Laundry LLC (Socks), secured by a shared mortgage and lien together with RLDC/EDA and subordinated to Stillman Bank and U.S. Small Business Administration (SBA) 504 debt. Additionally, personal guarantees from Mr. Waldschmidt and Ms. Mayberry as co-signatories of the Note.

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

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

Respectfully submitted,
Economic Development Committee

AGREE

DISAGREE

JOHN SWEENEY, CHAIR

JOHN SWEENEY, CHAIR

TIM NABORS, VICE CHAIR

TIM NABORS, VICE CHAIR

ANGELA FELLARS

ANGELA FELLARS

VALERIE HANSERD

VALERIE HANSERD

BRAD LINDMARK

BRAD LINDMARK

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

Revolving Loan Fund
Loan Summary for:
Socks N Slots Laundry, LLC (Socks)

<u>Applicant:</u> PLB 1 LLC (EPC) <i>Property owner</i> Socks N Slots Laundry, LLC (Socks) <i>Operating company</i>	<u>P.I.N.:</u> 11-11-101-030 Matthew Waldschmidt (50%) Georgia A. Mayberry (50%) <u>Principal / Officer (%):</u> Matthew Waldschmidt (49%) Georgia A. Mayberry (51%) <u>Website:</u> NA
<u>Location Address:</u> 3333 North Rockton Avenue Rockford, IL 61103	
<u>County Board District #:</u> 13 <u>County Board Member:</u> Angie Goral	
<u>Jurisdiction:</u> City of Rockford	
<u>Type of Business:</u> <input checked="" type="checkbox"/> New (Start-up) <input type="checkbox"/> Expansion (Existing)	
<u>Industry:</u> Hybrid – Laundromat services / Entertainment	

<u>Requested County Revolving Loan Fund:</u>					<u>Employees:</u> Current Projected	
Investment(s)	Interest	Years	Percentage		Full-Time Equivalent (FTE):	
Owner: \$ 171,785.00			10.86%			
County: \$ 40,000.00	8.00%	5	2.53%			
RLDC \$ 60,000.00	9.00%	5	3.79%			
Stillman BancCorp \$ 407,750.00	8.00%	10/25	25.77%		Part Time:	0
Stillman BancCorp / Advantage IL \$ 639,000.00	5.50%	7	40.39%		<i>Within the first 2 years of business operating, from the opening.</i>	
SBA 504 \$ 263,465.00	6.40%	25	16.65%			
Total Financing of Project: \$ 1,582,000.00			100.00%		Total:	5
***Cost of County funds per projected job created: \$8,000						

Uses of Loan Proceeds:

- City Inspectors required certain building modifications resulting in change orders of \$100,000. This gap in financing is to be funded by RLDC and Winnebago County loan funds of \$60,000 and \$40,000, respectively.
- Specifically, kitchen modifications, hard water treatment system and other minor miscellaneous change orders

Revolving Loan Fund
Loan Summary for:
Socks N Slots Laundry, LLC (Socks)

Description of Business & Project:

Socks N Suds Laundry LLC is a recently established laundromat business that features beer and wine service for its clientele, as well as gaming and vending machines. Its owners are Matthew Waldschmidt (49%), who owns and operates a commercial laundromat in Chicago, and Georgia Mayberry (51%), whose family are farmers in Nebraska. Mr. Waldschmidt is a National Sales Director for Shutterfly, Inc. where he has worked for 25 years. Ms. Mayberry works part-time as an accountant for Ho-Chunk Inc. The location of the property is in an LMI area and a Labor Surplus Area. There is a high concentration of apartment buildings in the immediate vicinity creating strong market potential for the laundromat. The closest competitor is about one mile northwest of the proposed site on the periphery of Rockford's city limit resulting in a much lower population density than Socks N Slots proposed location. The competitor also does not have beer and wine or gaming services. Revenue is projected to be comprised 81.3% from laundry machines, 16.1% gaming, and 2.6% vending.

RLDC Recommendation:

Staff recommends a five (5) year, \$40,000 loan at 8% for the following reasons:

- 1) The principals are financially strong with outside income and experience in the industry.
- 2) Participation in this project contributes to the projected creation of six FTEs.
- 3) Participation in this project benefits at least three public policy objectives: benefiting a female-owned business; contributing to job creation in a Labor Surplus Area and development in an LMI neighborhood.
- 4) The business is projected to be profitable in a short period of time. It is expected to take at least three months from opening to secure their gaming license but once received it will likely be a boon to the business.

Revolving Loan Fund

Loan Summary for:

Socks N Slots Laundry, LLC (Socks)

- 5) The neighborhood to be served by Socks N Slots has been experiencing disinvestment for several years. The subject building is a vacant, former bank branch. Schnuck's Supermarket closed the store across the street about five years ago. While a laundromat will not replace these vital services, it will provide a valuable service to its residents.

Other Conditions:

Personal guarantee from Matthew Waldschmidt and Georgia A. Mayberry.

Strengths & Weaknesses

Strengths:

- 1) The principals are financially strong with outside income and experience in the industry.
- 2) Participation in this project contributes to the projected creation of five (5) FTEs.
- 3) Participation in this project benefits at least three SBA public policy objectives: benefiting a female-owned business; contributing to job creation in a Labor Surplus Area; and, development in an LMI neighborhood.
- 4) The business is projected to be profitable in a short period of time and to be highly profitable. It is expected to take at least three months from opening to secure their gaming license, but once received will likely be a boon to the business.
- 5) The neighborhood to be served by Socks N Slots has been experiencing disinvestment for several years. The building to be occupied by the laundromat was a former bank branch that was closed. Schnuck's Supermarket that was located across the street from the site closed this store about five years ago. While a laundromat will not replace these vital services, it will provide a valuable service to its residents.

Weaknesses:

- 1) Socks N Slots is a newly established business and new businesses have higher default rates than established businesses. Mitigating this risk is the financial strength of the principals, their professional experience in the industry and a dearth of competition in the immediate vicinity.
- 2) Due to the high capital costs of purchasing and improving a commercial building and equipping it with laundry equipment, Socks N Slots will be highly leveraged at its outset. Mitigating this risk is the strong operating cash flow projected which may be used to prepay debt and reduce financial leverage.

Revolving Loan Fund
Loan Summary for:
Socks N Slots Laundry, LLC (Socks)

Attachments:


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

Site Pictures



Revolving Loan Fund
Loan Summary for:
Socks N Slots Laundry, LLC (Socks)





ILINOIS SECRETARY of STATE

J. ALEX GIANNOULIAS (https://www.ilsos.gov/)

(https://www.ilsos.gov/)

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(https://www.ilsos.gov/search/searchgoogle.html)

-  Driver's Licenses & ID Cards ▾

 Vehicles, Plates & Titles ▾

 Business Services ▾

 More Services ▾
- ## Business Entity Search
- ### Entity Information
- Entity Name

SOCKS N SLOTS LAUNDRY LLC
- Principal Address

3333 N. ROCKTON AVE.
ROCKFORD,IL 611030000
- File Number

13337314

Status

ACTIVE on 04-28-2025
- Entity Type

LLC

Type of LLC

Domestic
- Org. Date/Admission Date

06-01-2023
- Jurisdiction

IL
- Duration

PERPETUAL
- https://apps.ilsos.gov/businessentitysearch/businessentitysearch

1/2

**Annual Report
Filing Date**

04-28-2025

**Annual Report
Year**

2025

Agent Information

JOEL LIPMAN

3104 W. TOUHY AVE.

CHICAGO, IL 60645

Agent Change Date

06-01-2023

Services and More Information

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

Available Services

Managers

Old LLC Name

Assumed Name

Series Name

File History

Purchase Master Entity Certificate of Good Standing

Articles of Amendment Effecting A Name Change (<https://apps.ilsos.gov/llcartamendment/>)Adopting Assumed Name (<https://apps.ilsos.gov/llcassumedadoptname/>)Change of Registered Agent and/or Registered Office (<https://apps.ilsos.gov/llcagentchange/>)

Form LLC-50.1	Illinois Limited Liability Company Act Annual Report	FILE # 13337314 Due prior to: 06/01/2025 <div style="text-align: center;"> FILED April 28, 2025 Alexi Giannoulas Secretary of State </div>								
Secretary of State Department of Business Services Limited Liability Division 501 S. Second St., Rm. 351 Springfield, IL 62756 217-524-8008 www.ilsos.gov	<table style="width: 100%;"> <tr> <td style="width: 60%;">Filing Fee:</td> <td style="text-align: right;">75.00</td> </tr> <tr> <td>Series Fee, if required:</td> <td></td> </tr> <tr> <td>Penalty:</td> <td style="text-align: right;">0.00</td> </tr> <tr> <td>Total:</td> <td style="text-align: right;">75.00</td> </tr> </table>	Filing Fee:	75.00	Series Fee, if required:		Penalty:	0.00	Total:	75.00	
Filing Fee:	75.00									
Series Fee, if required:										
Penalty:	0.00									
Total:	75.00									

1. Limited Liability Company Name: SOCKS N SLOTS LAUNDRY LLC

Registered Agent: JOEL LIPMAN
3104 W. TOUHY AVE.
CHICAGO, IL 60645

2. State or Country of Organization: IL Date Organized in or Admitted to Illinois: 06/01/2023

3. Address of Principal Place of Business:
3333 N. ROCKTON AVE. ROCKFORD, IL 61103

4. Name and business address of all managers and any member having the authority of manager:

WALDSCHMIDT, MATTHEW R	VILLAGE OF LAKEWOOD, IL 60014
6912 INVERWAY DRIVE	
MAYBERRY, GEORGIA A	WINNEBAGO, NE 68071
2765 D AVENUE	

5. Entity managers affirm their current existence.

6. Changes to the registered agent and/or registered office must be submitted on Form LLC-1.36/1.37.


7. I affirm, under penalties of perjury, having authority to sign thereto, that this Annual Report is to the best of my knowledge and belief, true, correct and complete.

Dated: April 28, 2025
Month/DayYear

WALDSCHMIDT, MATTHEW R
Name

MANAGER
Title

If applicant is a company or other entity, state Name of Company



ILINOIS SECRETARY of STATE

J. ALEX GIANNOULIAS

(https://www.ilsos.gov/)

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-  Driver's Licenses & ID Cards

▼
-  Vehicles, Plates & Titles

▼
-  Business Services

▼
-  More Services

▼

Business Entity Search

Entity Information

Entity Name

PLB 1 LLC

Principal Address

6912 INVERWAY DR
CRYSTAL LAKE, IL 600146645

File Number

11806031

Status

ACTIVE on 03-02-2025

Entity Type

LLC

Type of LLC

Domestic

Org. Date/Admission Date

05-11-2022

Jurisdiction

IL

Duration

PERPETUAL

Annual Report
Filing Date

03-02-2025
Annual Report
Year

2025

Agent Information
ZENBUSINESS INC.
1 W OLD STATE CAP PLZ, STE 805
SPRINGFIELD, IL 62701
Agent Change Date
05-11-2022

Services and More Information

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

- Available Services
- Managers
- Old LLC Name
- Assumed Name
- Series Name
- File History

Managers	Address
MAYBERRY, GEORGIA A.	2765 D. AVE. WINNEBAGO, NE 68071
WALDSCHMIDT, MATTHEW R.	6912 INVERWAY DRIVE VILLAGE OF LAKEWOOD, IL 60014

Showing 1 to 2 of 2 entries

WIN  GIS

Winnebago County Geographic Information System



Loading basic parcel info

Property Use

Use Code	Description
0071	Commercial Office-Impr

Loading zoning

Township Info

Township	Assessor Name
ROCKFORD	Ken Crowley

Loading school district

Fair Market Values

Year	Fair Market Value	Total Tax Bill	Code
2024	\$367,450.00	\$11,605.84	001

Exemptions

No exemptions to display.

Sale History

Date of Sale	Sale Type	Gross Selling Price	Sale Type
6/13/2023	2023013412	\$0.00	QCD
5/24/2023	2023011170	\$324,000.00	FIN

Flood Hazard Zones

Flood Zone Type	In/Out
X	Out



Winnebago County

County Treasurer

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

Parcel Tax Details for Parcel Number 11-11-101-030

[View Property via WinGIS](#)

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

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

2024 ▼

Tax Payment Information **2024 taxes payable in 2025**

Click here to make a payment

Owner Address

PLB 1 LLC ,
6912 INVERWAY DR
VILLAGE OF LAKEWOOD, IL 60014

Taxbill Address

PLB 1 LLC
6912 INVERWAY DR
VILLAGE OF LAKEWOOD, IL 60014

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

Due Date: 6/6/2025
 Amount: 5802.92
 Penalty: 0.00
 Cost: 0.00
 Total Due: 5802.92
 Paid: Date:
 By:

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

Due Date: 9/5/2025
 Amount: 5802.92
 Penalty: 0.00
 Cost: 0.00
 Total Due: 5802.92
 Paid: Date:
 By:

For Parcel Address: 33XX N ROCKTON AVE

Tax Calculation

Description		Amount
Board of Review Assessed Value		122471
Township Equalization Factor	x	1.0000
Board of Review Equalized Value	=	122471
Home Improvement Exemption	-	0
Disabled Veteran Exemption	-	0
Department of Revenue Assessed Value	=	122471
County Multiplier	x	1.0000
Revised Equalized Value	=	122471
Senior Freeze Exemption	-	0
FAF/VAF Exemption	-	0
Owner Occupied Exemption	-	0
Over 65 Exemption	-	0
New Disabled or Veteran Exemption	-	0
Returning Veteran Exemption	-	0
Taxable Value	=	122471
Tax Rate for Tax Code 001	x	9.4764
Calculated Tax	=	\$11605.84
Non Ad Valorem -	+	\$0.00
Abatements	-	\$0.00
TOTAL TAX DUE:	=	\$11605.84
Fair Market Value: 367450		1977 Equalized Value: 0

Taxing Bodies and Rates

Taxing Body	Rate	Tax
WINNEBAGO COUNTY	0.6730	\$824.23
FOREST PRESERVE	0.0835	\$102.26
ROCKFORD TOWNSHIP	0.0848	\$103.86
ROCKFORD CITY	1.9303	\$2364.06
ROCKFORD PARK DISTRICT	0.8132	\$995.93
FOUR RIVERS SANITATION AUTHORITY	0.1253	\$153.46
ROCKFORD CITY LIBRARY	0.3230	\$395.58
GREATER RKFD AIRPORT	0.0803	\$98.34
ROCKFORD SCHOOL DIST 205	4.7899	\$5866.24
COMMUNITY COLLEGE 511	0.4719	\$577.94
ROCKFORD TWSP ROAD	0.1012	\$123.94

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

[Top of Page](#)

[Search Again](#)

Form **LLC-50.1**

Illinois
Limited Liability Company Act
Annual Report

FILE # 11806031

Due prior to: 05/01/2025

Secretary of State
Department of Business Services
Limited Liability Division
501 S. Second St., Rm. 351
Springfield, IL 62756
217-524-8008
www.ilsos.gov

Filing Fee:	75.00
Series Fee, if required:	
Penalty:	0.00
Total:	75.00

FILED

March 2, 2025

Alexi Giannoulas
Secretary of State

1. Limited Liability Company Name: PLB 1 LLC

Registered Agent: ZENBUSINESS INC.

1 W OLD STATE CAP PLZ, STE 805

SPRINGFIELD, IL 62701

2. State or Country of Organization: IL Date Organized in or Admitted to Illinois: 05/11/2022

3. Address of Principal Place of Business:

6912 INVERWAY DR CRYSTAL LAKE, IL 60014-6645

4. Name and business address of all managers and any member having the authority of manager:

<u>WALDSCHMIDT, MATTHEW R.</u>	<u>VILLAGE OF LAKEWOOD, IL 60014</u>
<u>6912 INVERWAY DRIVE</u>	
<u>MAYBERRY, GEORGIA A.</u>	<u>WINNEBAGO, NE 68071</u>
<u>2765 D. AVE.</u>	

5. Entity managers affirm their current existence.

6. Changes to the registered agent and/or registered office must be submitted on Form LLC-1.36/1.37.

7. I affirm, under penalties of perjury, having authority to sign thereto, that this Annual Report is to the best of my knowledge and belief, true, correct and complete.

Dated: March 2, 2025
Month/Day Year

MAYBERRY, GEORGIA A.

Name

MANAGER

Title

If applicant is a company or other entity, state Name of Company

ROCKFORD TOWNSHIP PROPERTY INFORMATION

Property	Aerial	Values & Exemptions	Tax Bills
----------	--------	---------------------	-----------

Property Location	Legal Description
Parcel Number: 11-11-101-030	CHATEAU CENTER PT NW1/4 SEC 11-44-1 LOT 2
Property Code:	
Address: 3333 N ROCKTON AVE Rockford, IL 61103	SEC / TWP / [LOT] / RNG [BLK] / ACRES 000 002 000 0.00
Taxpayer: PLB 1 LLC , 6912 INVERWAY DR VILLAGE OF LAKEWOOD , IL 60014	

Improvement Information
NBHD: 05807
Class: COMMERCIAL
Land Use: OFFICE
Building Name: ASSOCIATED BANK
Zoning: C2
Year Built: 1988
Exterior Wall Height: 10
Exterior Walls: WOOD FRAME
Gross Building SF: 4,464
Land SF: 87,957

[illegible]

Pick-Up Year	BP Amount	Purpose
2023	17,998.00	110' OF 6' HIGH PVC AND 161' OF 4' HIGH PVC
2022	25,500.00	overlay of roof
2022	22,614.00	Replace existing HVAC equipment with (2) 120,000 BTU / 96% furnaces and (2) 100,000 BTU / 96% furnaces and (2) 4 ton / 13 seer AC systems (none of these are rooftop units)
2015	24,970.00	TEAR-OFF+REROOF
2014	436,216.00	REMODEL ENT.
2013	104,114.00	REMODEL ENT

1989	420,000.00	BRANCH BANK
	436,500.00	Interior remodel of a bank into a laundromat. Very little is being changed.
	436,500.00	furnish and install louvers and damper
	70,425.00	MULCOM20232052 Electrical Lic. 93152 Electrical Work
	55,000.00	Interior Remodel of a bank into a laundromat.
	55,000.00	Natural gas (only) piping to(20) commercial laundry dryers (4) new instantaneous water heaters andconnection of new gas piping to existing furnaces. Interior remodel of a bank into a laundromat.
	9,858.00	installation of illuminated building ID sign
	0.00	INTERIOR DEMO ONLY

Sales History

No recent Sales on file

Notes

SDR; BRANCH BANK 4464 SF,UNFIN BSMT 1,204 SF; CANOPY 5,688 SF 6 DRIVE THRU; OR=2023 BOR FINAL DEC.

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

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

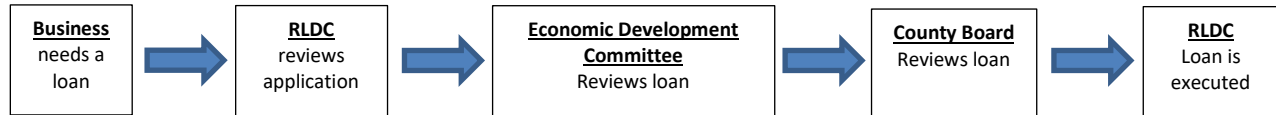
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Winnebago County Revolving Loan Fund (RLF) Program Overview

Rockford Local Development Corporation (RLDC) Manages the Revolving Loan Fund Program on behalf of Winnebago County <ul style="list-style-type: none">• RLDC Agreement approved November 26, 2014 (2014-CR-122)• Amendment approved January 28, 2016 (2016-CR-013)	
John Phelps Executive Director of RLDC #815-987-8675	http://rldc.us/index.asp 120 West State Street, Suite 306 Rockford, IL 61101

REVOLVING LOAN FUND PROCESS IN A NUTSHELL

(Assuming approval at each step)



- Program is used as a **Gap Financing** tool, examples of use...
 - Land & Building
 - Equipment & Machinery
 - Working Capital

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

The letter is from the Illinois Department of Commerce & Economic Opportunity, Office of Community Development, to David Lorenzen, County Senior Accountant, Winnebago County. It informs him that the RLF program is being discontinued and that he no longer needs to report on it. The letter is signed by David Wortman, P.E., Deputy Director of Community Development, and includes a signature line for the Chief Executive of Winnebago County.

Illinois Department of Commerce & Economic Opportunity
OFFICE OF COMMUNITY DEVELOPMENT
Bruce Rauner, Governor

October 11, 2016

David Lorenzen
County Senior Accountant
404 Elm St Rm 520
Rockford, IL 61101

Dear County Senior Accountant Lorenzen,

You are listed as the administrator for Winnebago County's Revolving Loan Fund (RLF) which was capitalized by the Department of Commerce and Economic Opportunity's (DCEO) Community Development Assistance Program (CDAP). The DCEO's CDAP program is in turn funded by the U.S. Department of Housing and Urban Development's (HUD) Community Development Block Grant Program established under the Federal Housing Community Development Act of 1974.

In recent monitoring HUD has advised DCEO to review and improve its administration of the RLF program. Per HUD Notice CPD-04-11 issued October 27, 2004, an RLF capitalized prior to October 1, 1992 no longer holds a federal identity and thus may be expended in any manner deemed appropriate by the community.

Winnebago County's RLF was last capitalized prior to October 1, 1992 and is therefore considered dissolved; no further reporting to DCEO is required and the fund is considered closed.

Please have the chief elected official of Winnebago County acknowledge receipt of this letter by signing below and return a copy to DCEO for our records. Thank you for your cooperation in this matter.

Sincerely,

David Wortman, P.E.
Deputy Director of Community Development
Illinois Department of Commerce & Economic Opportunity

By signing, I hereby acknowledge receipt of this letter and understand and agree to the closing of Winnebago County's revolving loan fund.

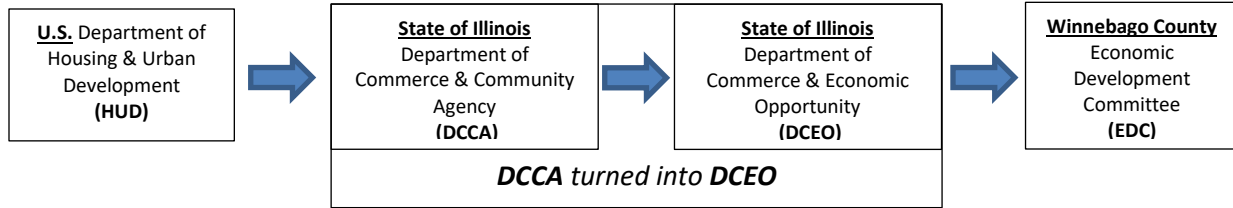
Chief Executive (Print Name)

Chief Executive (Sign)

217.782.7500 Springfield | 312.814.7179 Chicago | www.illinois.gov/dceo

Winnebago County Revolving Loan Fund (RLF) Program Overview

Origin of Funding for Revolving Loan Fund Program



- *Stand-alone Fund* **NOT** connected with the County's General Fund, operating costs, etc.
- No liability to Winnebago County
- Fund generates interest, typically 1%-2% above current rate
 - Interest covers management fees
 - Interest balance grows account for further community investment

Activity Summary

- Since September 28, 2015 through present (May 22, 2025)
 - **37** loans processed
 - Average number of loans per year **3.36**
 - Average amount of loan dollars per year **\$240,899**
 - **\$2,649,887** loans invested into the community
 - Estimated **238** Full-Time Equivalent (FTE) jobs created
- Average loan *approximately*...
 - Amount **\$71,619**
 - Loan amounts have ranged from \$17,500 to \$200,000
 - Interest Rate **6.72%**
 - Interest rates have ranged from 5.0% to 9.0%
 - Year (term) length **6.32**
 - Loan (term) lengths have ranged from 5 to 10 years
 - At times may be amortized out longer, but with balloon payment

OPERATIONS & ADMINISTRATIVE COMMITTEE



Resolution Executive Summary For CIP Projects

Prepared By: Purchasing Department for Sheriff's Office
Committee Name: Operations and Administrative Committee
Committee Date: June 5, 2025
Board Date: June 12, 2025
Resolution Title: Resolution Awarding Purchase of Replacement Vehicle for Juvenile Detention Center using CIP 2025 Funds

Budget Information

Budgeted? YES	Amount Budgeted? \$40,000
If not, originally budgeted, explain the funding source?	
If CIP funded, original Board approved amount? \$40,000	
Over or Under approved amount? OVER	By: \$3,240
Reason for CIP increase? N/A	
ORG/OBJ/Project Codes: 82200-46410-C2523 Descriptor: CIP-2025 Automobile	
Budget Impact? \$43,240	

Background Information: The Juvenile Detention Center is looking to purchase a 2025 Ford Explorer for the transport operations within the Detention Center. This request is being funded CIP 2025 funds.

The Purchasing Department reached out for quotes and availability. Rock River Ford presented the best offer for the vehicle (See Resolution Exhibit A). Charles Brown Communications will provide outfitting (See Resolution Exhibit B).

QUOTE TAB			
25NB-2417			
VEHICLE REPLACEMENT JUVENILE DETENTION CENTER USING CIP 2025 FUNDS			
	Anderson Rock River Ford Rockford, IL	Brad Manning Ford DeKalb, IL	Prescott Brothers Rochelle, IL
2025 Explorer	\$ 41,950	\$ 45,043	\$ 48,620
Outfitting	\$ 1,290	\$ 1,290	\$ 1,290
Total	\$ 43,240	\$ 46,333	\$ 49,910

Recommended By: Debbie Jarvis, Director of Court Services and Superintendent, Julie McCray-Grotto

Follow-Up Steps: Purchasing Department will prepare and submit Purchase Orders to Rock River Ford and Charles Brown Communications.

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

Sponsored by: Keith McDonald

Submitted by: Operations and Administrative Committee

2025 CR

**RESOLUTION AWARDING PURCHASE OF REPLACEMENT VEHICLE OF JUVENILE DETENTION CENTER USING
CIP 2025 FUNDS**

WHEREAS, the Code of Ordinances for the County of Winnebago, Illinois, provides as in Section 2-357 (b) (1), Conditions for use. All procurements whose value equals or exceeds the competitive bidding threshold of \$30,000.00 shall be awarded by competitive sealed bidding in accordance with this section except as otherwise provided in 2-357(c) (Request for Proposals), 2-357(d) (Professional Services), 2-357(e) (Sole-Source), 2-357(f) (Emergency Procurements), 2-357(g) (Cooperative Joint Purchasing) or as provided by State statute; and,

WHEREAS, Winnebago County Juvenile Detention Center has requested the purchase of a 2025 Ford Explorer, with slight outfitting, using CIP 2025 Funds; and,

WHEREAS, the Purchasing Department obtained three (3) quotes for the vehicle, including quotes with government pricing; and,

WHEREAS, the Purchasing Department also obtained quotes for the outfitting of the new vehicles, including a quote for installation of a cage; and,

WHEREAS, the Operations and Administrative Committee of the County Board for the County of Winnebago, Illinois has reviewed the quotes for vehicles and the outfitting for the aforementioned purchase and recommends awarding to:

MULTIPLE VENDORS

NOW, THEREFORE, BE IT RESOLVED, by the County Board of the County of Winnebago, Illinois, that the Director of Purchasing is authorized to issue Purchase Orders in the amount of \$41,950, on behalf of the County of Winnebago, to Rock River Ford, 224 North Alpine Road, Rockford, Illinois 61107; and in the amount of \$1,290 to Charles Brown, DBA Rockford Communications, 720 Lorden Court, Rockford, Illinois 61104.

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, Director of Court Services, Administrator, Superintendent of Juvenile Detention Center, County Board Office and County Auditor.

Respectfully Submitted,
OPERATIONS AND ADMINISTRATIVE COMMITTEE

AGREE

DISAGREE

KEITH McDONALD, CHAIR

KEITH McDONALD, CHAIR

VALERIE HANSERD, VICE CHAIR

VALERIE HANSERD, VICE CHAIR

PAUL ARENA

PAUL ARENA

JOHN BUTITTA

JOHN BUTITTA

JOE HOFFMAN

JOE HOFFMAN

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

QUOTE TAB

25NB-2417

VEHICLE REPLACEMENT JUVENILE DETENTION CENTER USING CIP 2025 FUNDS

	Anderson Rock River Ford Rockford, IL	Brad Manning Ford DeKalb, IL	Prescott Brothers Rochelle, IL
2025 Explorer	\$ 41,950	\$ 45,043	\$ 48,620
Outfitting	\$ 1,290	\$ 1,290	\$ 1,290
Total	\$ 43,240	\$ 46,333	\$ 49,910



Resolution Executive Summary

For CIP Projects

Prepared By: Purchasing Department for The Facilities Department
Committee Name: Operations & Administrative Committee
Committee Date: June 5, 2025
Board Date: June 12, 2025
Resolution Title: Resolution Awarding LED Can Light Upgrades for Criminal Justice Center Using CIP 2025 Funds

Budget Information

Budgeted? YES	Amount Budgeted? \$70,000
If not, originally budgeted, explain the funding source?	
If CIP funded, original Board approved amount? \$70,000	
Over or Under approved amount? UNDER By: \$9,467	
Reason for CIP increase? N/A	
ORG/OBJ/Project Codes: 82200-46320-C2524 Descriptor: CIP 2025 Funds	
Budget Impact? \$60,533	

Background Information: The Winnebago County Facilities Department has determined the need for LED can light upgrades for the Criminal Justice Center totaling 619 existing lights. This includes the replacement of all light fixtures and lighting materials. Upgrades will be performed for the first and second floor public space and select courtrooms. This project was submitted for CIP 2025. Solicitation for bid went out April 2024 and a mandatory vendor meeting was conducted in May 2025 with five (5) attendees representing five companies. The IFB # 25B-2402 received three (3) bid submissions (See Resolution Exhibit A).

The Invitation to Bid was emailed 29 potential bidders and local suppliers. It was also publicly advertised in the RRStar and on the County website.

Recommended By: Shawn Franks, Facilities

Follow-Up Steps: Purchasing will prepare the Purchase Order to Midgard Enterprises LLC in the amount of \$60,533

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

Sponsored by: Keith McDonald

Submitted by: Operations and Administrative Committee

2025 CR

**RESOLUTION AWARDING LED CAN LIGHT UPGRADES FOR CRIMINAL JUSTICE CENTER
USING CIP 2025 FUNDS**

WHEREAS, the Code of Ordinances for the County of Winnebago, Illinois, provides as in Section 2-357 (b) (1), Conditions for use. All procurements whose value equals or exceeds the competitive bidding threshold of \$30,000 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, Winnebago Criminal Justice Center is in need of LED can light upgrades; and,

WHEREAS, the County went out for Bid #25B-2402 Carpet Replacement Winnebago County Administration Building; and,

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

**MIDGARD ENTERPRISES LLC DBA ENSOL ENERGY MANAGEMENT SOLUTIONS
151 S. PFINGSTEN ROAD, UNIT G
DEERFIELD, IL 60015**

NOW, THEREFORE, BE IT RESOLVED, by the County Board of the County of Winnebago, Illinois, that the Director of Purchasing is authorized to issue a County Purchase Order, on behalf of the County of Winnebago, in the amount of \$60,533 to Midgard Enterprises LLC DBA Ensol Energy Management Solution, 151 S. Pfingsten Rd, Until G, Deerfield, IL 60015.

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

Respectfully Submitted,
OPERATIONS AND ADMINISTRATIVE COMMITTEE

AGREE

DISAGREE

KEITH McDONALD, CHAIR

KEITH McDONALD, CHAIR

VALERIE HANSERD, VICE CHAIR

VALERIE HANSERD, VICE CHAIR

PAUL ARENA

PAUL ARENA

JOHN BUTITTA

JOHN BUTITTA

JOE HOFFMAN

JOE HOFFMAN

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



WINNEBAGO COUNTY

— ILLINOIS —

BID TAB

25B-2402 LED CAN LIGHTS UPGRADES CRIMINAL JUSTICE CENTER

BID OPENING - MAY 22, 2025 AT 11:00 AM

VENDOR NAME	MILLER ENGINEERING COMPANY ROCKFORD, IL	MIDGARD ENTERPRISES LLC DEERFIELD, IL	DOMINION LIGHTING ELMHURST, IL
PRICE FOR PARTS	\$52,125	\$39,300	\$49,904
PRICE FOR LABOR	\$175,000	\$20,633	\$15,000
TOTAL PROJECT PRICE	\$227,175	\$60,533	\$64,904
NUMBER OF DAYS TO COMPLETE WORK	14 DAYS	14 DAYS	14 DAYS

Winnebago County Purchasing Department
 404 Elm St, Rm 202, Rockford, IL 61101 | www.wincoil.gov
 Phone: (815) 319- 4380 | Email: purchasing@purchasing.wincoil.gov

The United States Department of Labor

Office of Apprenticeship

Certificate of Registration of Apprenticeship Program

Associated Builders & Contractors of Illinois, Inc.
Elk Grove Village, Illinois

For the Trades – Carpenter, Electrician, Operating Engineer, Painter
Pipefitter, Plumber, Welder, Cement Mason, Roofer, Construction Craft Laborer
Heating & Air Conditioning Mechanic & Installer, Ironworker and Boilermaker

*Registered as part of the National Apprenticeship System
in accordance with the basic standards of apprenticeship
established by the Secretary of Labor*

February 22, 1989

Date Revised June 11, 2019

IL008890010

Registration No.



John V. Ladd

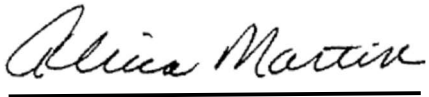
Administrator, Office of Apprenticeship

CERTIFICATE OF MEMBERSHIP

THIS IS TO PROUDLY CERTIFY THAT

Midgard Enterprise LLC

IS A MEMBER IN GOOD STANDING OF ASSOCIATED
BUILDERS & CONTRACTORS, INC. ILLINOIS CHAPTER
FOR THE YEAR OF 2025



PRESIDENT

600 S. 2nd Street
Suite 403
Springfield, IL 62704
(217) 523-4692

2458 Elmhurst Road
Elk Grove Village, IL 60007
(847) 709-2960





MEMBERSHIP | ADVOCACY | SAFETY | TRAINING

To Whom It May Concern,

Pursuant to Section 30-20 of the Illinois Procurement Code (30 ILCS 500/30-22 (6)), as well as any other applicable or relevant Responsible Bidder laws or ordinances that require “participation in an approved United States Department of Labor Apprenticeship Training Program,” this letter is to verify that Midgard Enterprises LLC is a member in good standing with Associated Builders & Contractors, IL (“ABCIL”) until December 31, 2025. Please be advised that our Association maintains approved apprenticeship training programs certified by the U.S. Department of Labor. As a member in good standing with ABCIL, Midgard Enterprises LLC has full access to such programs. Non-members and any members not in good standing do not have such access. ABCIL’s certification is enclosed herein.

If you need any further information or verification, please feel free to contact me.

Sincerely,

Alicia Martin
President
ABC – Illinois



Resolution Executive Summary

Prepared By: Purchasing Department for River Bluff Nursing Home
Committee Name: Operations and Administrative Committee
Committee Date: June 5, 2025
Board Date: June 12, 2025
Resolution Title: Resolution Awarding Replacement of Nurse Call System for River Bluff Nursing Home

Budget Information

Budgeted? YES - 2025	Amount Budgeted? \$337,500 – Phase One – 2025 RBNH Fund \$339,711 – Phase Two – 2026 RBNH Fund
If not, originally budgeted, explain the funding source?	
If CIP funded, original Board approved amount?	\$337,500 – Phase One – RBNH Fund \$339,711 – Phase Two – RBNH Fund
Over or Under approved amount? OVER – 2025 Budget	By: \$23,530.50
ORG/OBJ/Project Codes: 72500-46441 Descriptor: River Bluff Nursing Home Fund Budget Impact? \$361,030.50 Phase One – <i>Actual Expense Over Budget for 2025</i> \$316,180.50 Phase Two – <i>Actual 2026 Expense</i> Total: \$677,211 – Total Project Expense (<i>Budget neutral over the 2-year CIP</i>)	

Background Information: River Bluff Nursing Home is in need of a Nurse Call System Solution. These discussions have been ongoing with the new Administration team at River Bluff. A wired DuKane system is original to the building. During the ARPA submission process, prior River Bluff Administration submitted for a solution they thought would bring them along with the appropriate technology upgrades. Unfortunately, this battery solution brought many struggles. River Bluff Administration stopped the installation. The facility currently functions under the DuKane system and Ascom battery solution.

The Purchasing Department, River Bluff Administration Team and Facilities worked together to issue an RFP 25P-2384. Two (2) proposals were obtained (See Resolution Exhibit A), with ProCom Systems providing the most ideal solution to get this facility in compliance. Four companies participated in the solicitation but only two submitted responses. It is important to note that for us to install an Ascom wired system there are proprietary aspects, meaning they only allow one distributor per market. ProCom Systems is the local Ascom dealer, however we still worked to bid the project to see what our submissions and proposed solutions would provide.

This project was submitted in phases to support the operational changeover as well the budgetary obligations. Though submitted as a CIP project, this would be funded through the River Bluff Nursing Home Fund. Phase One would be right at budget while Phase Two would submit to cover the remaining expense. This recommendation was brought to the River Bluff Advisory Board for Discussion on April 17th with a recommendation to proceed with committee and County Board approvals.

Recommended By: River Bluff Administrator, Laura Schaeffer

Follow-Up Steps: Purchasing Department will execute the agreement (Resolution Exhibit B) and issue Purchase Orders accordingly.

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

Sponsored by: Keith McDonald

Submitted by: Operations and Administrative Committee

2025 CR

**RESOLUTION AWARDING REPLACEMENT OF NURSE CALL SYSTEM FOR RIVER BLUFF
NURSING HOME**

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 River Bluff Nursing Home is in need of a Nurse Call Solution Upgrade; and,

WHEREAS, the County went out for Proposal #25P-2384; and,

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

**PRO COM SYSTEMS
3555 ELECTRIC AVE.
ROCKFORD, IL 61109**

NOW, THEREFORE, BE IT RESOLVED, by the County Board of the County of Winnebago, Illinois, that the Director of Purchasing is authorized to issue a County Purchase Order, on behalf of the County of Winnebago, in the amount of \$677,211 to Pro Com Systems 3555 Electric Avenue Rockford, IL 61109.

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 Administrator for River Bluff Nursing Home, Director of Purchasing, Finance Director, Facilities Director, County Board Office and County Auditor.

Respectfully Submitted,
OPERATIONS AND ADMINISTRATIVE COMMITTEE

AGREE

DISAGREE

KEITH McDONALD, CHAIR

KEITH McDONALD, CHAIR

VALERIE HANSERD, VICE CHAIR

VALERIE HANSERD, VICE CHAIR

PAUL ARENA

PAUL ARENA

JOHN BUTITTA

JOHN BUTITTA

JOE HOFFMAN

JOE HOFFMAN

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

PROPOSAL TAB

25P-2384 NURSE CALL SYSTEM SOLUTION AT RIVER BLUFF NURSING HOME

Wednesday, February 26, 2025 - 11:00 AM

Nexus Communications Technology
Schaumburg, IL

Pro Com Systems
Rockford, IL



WINNEBAGO COUNTY

— ILLINOIS —

Memorandum

Date: Thursday, June 5, 2025 Operations & Administrative Committee
Discussion Nurse Call System Solution at River Bluff Nursing Home

Overview & Background:

River Bluff Nursing Home is in need of a Nurse Call System Solution. These discussions have been ongoing with the new Administration team at River Bluff. A wired DuKane system is original to the building. During the ARPA submission process, prior River Bluff Administration submitted for a solution they thought would bring them along with the appropriate technology upgrades. Unfortunately, this battery solution brought many struggles. Administration stopped the installation. The facility currently functions under the DuKane system and Ascom battery solution.

The battery solution dies, and does not allow for efficient communications for staff and residents to ensure safety standards are exceeded. The current system is not IDPH compliant.

Solicitation Process:

The team worked together over the past year to work up a solicitation regarding this system solution need for River Bluff. The solicitation was marketed on our Demand Star platform, emailed to 25+ companies within the industry and to various local unions. Four companies attended the pre-submittal walk-through, resulting in two proposal submissions.

25P-2384 NURSE CALL SYSTEM SOLUTION AT RIVER BLUFF NURSING HOME				
<i>Company Name</i>	<i>Attended Mandatory Walk-Through</i>	<i>Acknowledged Addendum</i>	<i>Submitted RFP Response</i>	<i>Proposed Cost</i>
Pro Com Systems Rockford, IL	X	X	X	\$677,211
Nexus Communications Technology Schaumburg, IL	X	X	X	Option 1: \$310,452 Option 2: \$326,420
Helm Electric Freeport, IL	X	N/A	<i>Unresponsive: Unable to bid due to lack of Integrator Partner</i>	N/A
Tech Electronics Bloomington, IL	X	N/A	<i>Unresponsive</i>	N/A

It is important to note, for us to install an Ascom wired system. There are proprietary aspects, meaning they only allow one distributor per market. ProCom Systems is the local Ascom dealer, however we still worked to bid the project to see what our submissions and proposed solutions would provide.



WINNEBAGO COUNTY

— ILLINOIS —

Ultimately, the team feels the wired Ascom solution, proposed by ProCom Systems is the ideal solution for this project to get the facility in compliance. The facility previously functioned under a wired solution for 40+ years, the partial existing battery solution continues to experience failures. This product includes a 6-year warranty. One year warranty through ProCom Systems then an additional 5-year warranty from the manufacturer.

Recommendation:

Below is a breakdown of the total costs associated with the River Bluff Nurse Call Solution. This project was submitted in phases to support the operational changeover as well the budgetary obligations. Though submitted as a CIP project, this would be funded through the River Bluff Fee Fund.

Vendor	Cost	CIP 2025/2026
Pro Com Systems	\$ 677,211.00	\$ 677,211.00
Phase One	\$ 361,030.50	\$ 337,500.00
Phase Two	\$ 316,180.50	\$ 339,711.00

Next Steps:

Tuesday, April 15, 2025 River Bluff Board Meeting – Discussion River Bluff Advisory Board

Thursday, April 17, 2025 – Discussion Operations & Administrative Committee

Thursday, June 5, 2025 – Resolution to Approve – before Operations & Administrative Committee

Thursday, June 12, 2025 – Resolution to Approve – before County Board

*Additional IDPH Approvals are also needed to proceed with this project

Ascom MSRP Pricing vs. ProCom Proposal Pricing					
Part	Quantitiy	Ascom MSRP	Ascom Totals	Pro Com Quoted Price	Pro Com Totals
Bridge Host	1	\$ 4,493.21	\$ 4,493.21	\$ 2,755.84	\$ 2,755.84
Mounting Brackets	5	\$ 82.57	\$ 412.85	\$ 50.65	\$ 253.25
Switch	5	\$ 9,428.00	\$ 47,140.00	\$ 6,850.00	\$ 34,250.00
Wall Display	5	\$ 1,323.87	\$ 6,619.35	\$ 889.00	\$ 4,445.00
2 Section Dome Light	196	\$ 757.66	\$ 148,501.36	\$ 433.97	\$ 85,058.12
Pull cord	126	\$ 110.98	\$ 13,983.48	\$ 75.60	\$ 9,525.60
Gateway	9	\$ 1,284.50	\$ 11,560.50	\$ 783.83	\$ 7,054.47
Bedside Module	300	\$ 127.31	\$ 38,193.00	\$ 78.09	\$ 23,427.00
Dome Light 4 Section	18	\$ 772.97	\$ 13,913.46	\$ 433.97	\$ 7,811.46
Bed License	300	\$ 77.40	\$ 23,220.00	\$ 47.48	\$ 14,244.00
Cal Cord	300	\$ 118.04	\$ 35,412.00	\$ 75.60	\$ 22,680.00
1/4 Jack Adapter	300	\$ 40.00	\$ 12,000.00	\$ 25.00	\$ 7,500.00
			\$ 355,449.21		\$ 219,004.74

Total Discount
From ASCOM MSRP \$ **136,444.47**

Winnebago County, Illinois

404 Elm Street Room, 202
Rockford, IL 61101



WINNEBAGO COUNTY
— ILLINOIS —



June 12, 2025

Winnebago Purchase Order Number: _____

Pro Com Systems Project Number: _____

CONTRACT P.O. # & PROJECT # MUST APPEAR ON ALL INVOICES

CONTRACTOR: Pro Com System (Referred to herein as "Contractor")

Contractor Phone: Steve Peppers Contact: 815-986-0355

Prime Contractor: Tony Wienk – who is an employee of the Contractor.

Owner: County of Winnebago, Illinois

Project Name: Nurse Call System Solution – River Bluff Nursing Home

Project address: 4401 N. Main St.

City: Rockford State: IL Zip: 61103

This contract is issued to Contractor for the furnishing and installation of the following work indicated or implied on the Contract Document for the above listed Project.

The Scope of work shall include but not be limited to (Please reference RFP Submission Exhibit A):

Project Description:

River Bluff Nursing Home has requested a proposal to replace and install a new nurse call system. Using Ascom Telligence, we shall provide a solution that will provide bedside stations, pull cords for bathrooms and showers, dome lights, zone lights, nurse stations, and selected outputs to provide notification to staff for resident requests, and door openings.

Project Goal:

This project shall support the staff to ensure residents have a system to contact them when assistance is needed. This system shall fit the needs requested by the Illinois Department of Public Health (IDPH), County of Winnebago, Illinois (County or Owner), and the staff at River Bluff Nursing Home (River Bluff).

Qualifications:

Pro Com System asserts it is the most qualified company available to properly install and configure this project. Pro Com System's entire office has an unparalleled desire to ensure this project is completed and done correctly to serve the staff and residents of River Bluff. Pro Com Systems and its technicians have performed work at River Bluff on multiple systems to include the fire alarm, data, and existing nurse call system.

Recycling:

Pro Com Systems is committed to recycling cable and electronics.

Duties and Responsibilities of Pro Com Systems:

Technical installation description:

With positive proposal review and receipt of contract:

Order equipment

With receipt of equipment, meet with County staff, including maintenance, IT personnel, and the Administrator to set a schedule for the project.

Pro Com Systems shall get the backbone of the system setup to include running the cabling from the MDF to the IDF's located at each neighborhood, the bridge PC and the switches in place for the system.

Pro Com shall work with County maintenance and the Administration to implement a smooth installation that minimally disrupts the daily operations at River Bluff.

Testing and Training Section

- Comprehensive system testing shall be conducted by Pro Com Systems to ensure full functionality of the installed components and software.

Unless this contract is terminated earlier pursuant to the terms of this contract, the County agrees to pay the Contractor the sum of **(\$677,211)** referred to as the contract Sum herein.

Summary

Phase One	\$361,030.50
- Initial Set-Up	
- Cabling from MDF to IDFs	\$51,735.00
- Blue Jay (Demo & Installation)	\$138,885.00
- Eagle (Demo & Installation)	\$139,300.00
- Annual Maintenance Fee (Split in half for phases)	\$10,398.00
- Ascom Unite (One Time Fee – Split in half for phases)	\$20,712.50
Phase Two	\$316,180.50
- Dove (Demo & Installation)	\$144,325.00
- Cardinal (Demo & Installation)	\$140,745.00
- Annual Maintenance Fee (Split in half for phases)	\$10,398.00
- Ascom Unite (One Time Fee – Split in half for phases)	\$20,712.50
Total Project Cost (Phase One & Two)	\$677,211.00

GENERAL CONDITIONS

The Contractor named on this Contract hereby agrees that it [the Contractor] shall perform the Work described in this Contract. The Contractor has entered into this contract with the Owner for the construction of the Project. The Owner and Contractor are each a "Party" and collectively "Parties."

By the County executing and returning the acceptance on the Contract, it is agreed between the Contractor and the County, in consideration of their mutual promises and the Contract Sum as follows:

1. CONTRACT DOCUMENTS

1.1. The Contract Documents consist of (i) this Contract, the General Conditions, Exhibits or Additional Provisions attached hereto, and all pertinent plans, drawings and specifications ("Contract"); (ii) the Prime Contract, consisting of the Contract between the Owner and Contractor and the other contract Documents enumerated therein; and (iii) any modifications to this Contract made in writing with all parties' acceptance after its execution.

1.2. Where any provision of the documents listed in Article 1 hereof, is inconsistent with a provision of this Contract, this Contract shall govern. Nothing in the Contract Documents shall be construed to create a contractual relationship between persons or entities other than the Contractor and the County.

1.3. Should inconsistencies or omissions appear in the Contract Documents, it shall be the duty of the Contractor to so notify the County in writing within three (3) working days of the Contractor's discovery thereof. Upon receipt of said notice, the Contractor shall inform the County as to the measures to be taken and the Contractor shall comply with the Contractor's inconsistencies or omissions. If the Contractor performs work knowing it to be contrary to any applicable laws, statutes, ordinances, building codes, rules or regulations without notice to the County and advance approval by appropriate authorities, then the Contractor shall assume full responsibility for such work and shall bear all associated costs, charges, fees and expenses necessarily incurred to remedy the violation.

2. CONTRACTOR'S WORK

2.1. The Contractor agrees to provide the labor, materials, equipment and services, including, but not limited to, competent supervision, shop drawings, samples, tools, and scaffolding as are necessary for the proper performance of the Contract Work in accordance with and reasonably inferable from the Contract Documents. At all times, the Contractor shall perform its work as an independent contractor. The Contractor shall perform such work (hereinafter called the "Contract Work") in accordance with this Contract.

2.2. Prior to commencing the Contract Work, the Contractor shall provide the County with its proposed schedule for the Contract Work. The Contractor, with the County's advance written approval, shall have the right to determine and, if necessary, change the time, order and priority in which the various portions of the work shall be performed and all other matters relative to the timely and orderly conduct of the Contract Work.

2.3. The Contractor shall use its best care, skill and diligence in supervising and directing the Contract Work. The Contractor shall have responsibility and control over the performance of the Contract Work, including the construction methods, techniques, requirements, means and sequences for coordinating and completing the various portions of the Contract Work, unless the Contract gives other specific instructions concerning these matters. The Contractor shall provide to the County a list of its proposed suppliers.

2.4. The Contractor shall be responsible for taking field dimensions, providing tests, ordering of materials and all other actions as required to perform the Contract Work and to comply with the Schedule of Work.

2.5. The Contractor acknowledges that it has visited the Project site and visually inspected the general and local conditions which could affect the Contract Work. Any failure of the Contractor to reasonably ascertain from a visual inspection of the site, the general and local conditions which could affect the Contract Work, will not relieve the Contractor from its responsibility to properly complete the Contract. Contractor acknowledges that it is familiar with the applicable laws and regulations regarding the Contract Work and that the Contract Work shall be performed in accordance with all applicable laws and regulations.

2.6. Additions, deletions or changes in scope for the Contract Work, together with additional compensation or reduction in compensation, if any, shall only be effective upon written instruction of the Contractor and Owner or by written agreement between Contractor and the Owner. Any changes to the scope of work by the parties must be documented through a Change Order and agreed upon by all parties before the changes are implemented and any costs incurred.

3. EQUAL EMPLOYMENT OPPORTUNITY & AFFIRMATIVE ACTION

3.1. The Contractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors, subcontractors (if applicable) and contractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.

4. WARRANTY

4.1. The Contractor warrants its work against all deficiencies and defects in materials and/or workmanship for a period of one (1) year from the date(s) of substantial completion of all or each designated portion of the Contract Work or acceptance or use by the Owner of each designated area, system, equipment and/or item, whichever is sooner. The Contractor further agrees to furnish any special warranties that shall be required in accordance with the Contract Documents for the Contract Work prior to final payment. The Contractor agrees to satisfy such warranty obligations which appear within the warranty period, including extension of the warranty period, if any, established in the Contract Documents without cost to the Owner. Pro Com Systems warrants a one (1) year warranty on the installation for Phase One and Phase Two. Once installation is complete, the Ascom manufacturer includes a 5-year warranty on their components.

5. SAFETY

5.1. The Contractor shall perform the Contract Work in a safe and reasonable manner. The Contractor shall seek to avoid injury, loss or damage to persons or property by taking appropriate and reasonable steps.

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5.2. The Contractor shall give all required notices and comply with all applicable rules, regulations, orders and other lawful requirements established to prevent injury, loss or damage to persons or property.

5.3. The Contractor shall implement appropriate safety measures pertaining to the Contract Work and the Project, including establishing safety rules, posting appropriate warnings and notices, erecting safety barriers, and establishing proper notice procedures to protect persons and property at the site and adjacent thereto from injury, loss or damage.

5.4. The Contractor shall exercise extreme care in carrying out any Contract Work which involves explosive or other dangerous methods of construction or hazardous procedures, materials or equipment. At all times relevant hereto, the Contractor shall use properly qualified individuals or entities to carry out the Contract Work in a safe reasonable manner as to reduce the risk of personal injury or property damage.

5.5. The Contractor is required to designate an individual at the site in the employ of the Contractor who shall act as the Contractor's designated safety representative with a duty to prevent accidents. Unless otherwise identified by the Contractor in writing to the Owner, the designated safety representative shall be the Contractor's project superintendent.

5.6. The Contractor shall give prompt written notice to the Owner of any accident involving personal injury requiring a physician's care, any property damage or any failure that could have resulted in serious personal injury, whether or not such an injury was sustained.

5.7. Prevention of accidents at the site is the responsibility of the Contractor. Establishment of a safety program by the Contractor shall not relieve it [the Contractor] of its safety responsibilities. The Contractor shall establish its own safety program implementing safety measures, policies and standards conforming to those required or recommended by governmental and quasigovernmental authorities having jurisdiction and by the Contractor and Owner, including, but not limited to, requirements imposed by the Contract Documents. The Contractor's failure to stop its own [the Contractor's] unsafe practices shall not relieve the Contractor of the responsibility therefore. The Contractor shall notify the County immediately following an accident and promptly provide a detailed written report of such accident. The Contractor shall indemnify and save harmless the County and its officials, both elected and appointed, and the County's employees from and against any and all costs, expenses, attorney's fees, losses, damages and liabilities incurred or suffered directly or indirectly from or attributable to any claims arising out of or incident to the performance or nonperformance of this Contract by the Contractor, or the acts or omissions of the officers, agents, employees, or invitees of the Contractor. The Contractor expressly understands the insurance protection required of the Consultant, or otherwise provided by the Consultant, shall in no way limit the responsibility to indemnify the County as hereinabove provided.

6. INSURANCE

6.1. Prior to start of the Contract Work, the Contractor shall procure for the Contract Work and maintain in force Comprehensive or Commercial General Liability Insurance, Comprehensive Automobile Liability Insurance, Workers' Compensation Insurance, all on an occurrence basis, and any other insurance required of Contractor under the Contract. The Contractor's insurance shall include contractual liability insurance covering the Contractor's obligations under this Contract.

6.2. The Owner and other parties as required in the Contract Documents shall be named as additional insureds on each of these policies except for Workers' Compensation.

6.3. The coverage afforded the additional insureds under these policies shall be primary insurance. If the additional insureds have other applicable insurance, such other insurance shall be deemed excess.

6.4. The Contractor's Comprehensive or Commercial General Liability Insurance and Comprehensive Automobile Liability Insurance shall be written with limits of liability as required in the Contract Documents or the following, whichever is greater:

- (A) Comprehensive or Commercial General Liability:
 - Each Occurrence \$1,000,000
 - General Aggregate \$1,000,000
 - General Umbrella Excess Liability \$5,000,000
 - The aggregate limit shall be endorsed to apply "per Project"

Contract #: _____

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- (B) Comprehensive Automobile Liability: \$2,000,000 each Accident
- (C) Workers Compensation:
 - Statutory Coverage A: State of Illinois
 - Employers Liability Coverage B:
 - Each Accident \$1,000,000
 - Disease Limit \$1,000,000
 - Policy Limit \$1,000,000

6.5. The Contractor shall maintain in effect all insurance coverage required under this Contract at the Contractor's sole expense and with insurance companies mutually agreeable to the Contractor and County. All insurance policies shall contain a provision that the coverage afforded thereunder shall not be canceled or not renewed, nor restrictive modifications added, until at least thirty (30) calendar days after prior written notice has been given to the County, or such longer period as specifically required in the Contract Documents. Certificates of Insurance reasonably acceptable to the County shall be filed with the County's Purchasing Department prior to the commencement of the Contract Work. In the event the Contractor fails to obtain or maintain any insurance coverage required under this Contract, the County may purchase such coverage and charge the expense thereof to the Contractor, or terminate this Contract.

6.6. The Contractor shall maintain completed operations liability insurance for one (1) year after acceptance of the Contract Work, substantial completion of the Project, or to the time required by the Contract Documents, whichever is longer.

6.7. Failure by the County to request Contractor to fulfill any of the insurance requirements is not a waiver of the requirements.

6.8. The Contractor shall require any and all of its sub-Contractors who perform any aspect or portion of the Contract Work to procure and maintain insurance in the same types and amounts listed in this section, and shall require any and all such sub-Contractors to include as additional insureds under these policies the Contractor, Owner and other parties as required in the Contract Documents on a primary basis.

7. INDEMNIFICATION

7.1. The Contractor shall indemnify and save harmless the County and its officials, both elected and appointed, and the County's employees from and against any and all costs, expenses and losses, damages and liabilities incurred or suffered directly or indirectly from or attributable to any claims arising out of or incident to the performance or nonperformance of this Contract by the Contractor, or the acts or omissions of the officers, agents, employees, or invitees of the Contractor. The Contractor expressly understands and agrees the insurance protection required of the Consultant, or otherwise provided by the Consultant, shall in no way limit the responsibility to indemnify the County as hereinabove provided.

7.2. To the fullest extent permitted by law, the above indemnification shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or by the amount of any insurance proceeds.

8. PROGRESS PAYMENTS

8.1. As a prerequisite for payment, the Contractor shall provide, in a form satisfactory to the Owner, partial lien or claim waivers in the amount of the application for payment and affidavits from the Contractor, and its Contractors, materialmen and suppliers for the completed Contract Work.

8.2. Contractor will submit their application for payment on the **first Friday** of the month. Contractor invoicing is to include a schedule of values with an affidavit. Invoices from Contractors must be received at least five (5) days prior to application date to be considered for payment.

Contract #: _____

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8.3. No progress payment made under this Contract shall be conclusive evidence of the performance of the Contract, either wholly or in part, and no payment shall be construed to be an acceptance of defective or improper work or materials.

8.4. All payments are subject to the Illinois Local Government Prompt Payment Act, 50 ILCS 505/1 *et seq.*

8.5. Notwithstanding anything to the contrary in Sections 11 and 12, if no funds or insufficient funds are appropriated and budgeted in any fiscal period of the Owner for payments to be made under this Contract, the Owner will notify Contractor in writing of that occurrence, and this Contract shall terminate on the earlier of the last day of the fiscal period for which sufficient appropriation was made or whenever the funds appropriated for payment under this Contract are exhausted. No payments shall be made to Contractor under this Contract beyond those amounts appropriated and budgeted by the Owner to fund payments under this Contract.

9. FINAL PAYMENT

9.1. Upon acceptance of the Contract Work by the Contractor and Owner, and upon the Contractor furnishing evidence of fulfillment of the Contractor's obligations in accordance with the Contract Documents, the Contractor shall incorporate the Contractor's application for final payment into the Contractor's next application for payment to the Owner without delay, or notify the Contractor if there is a delay and the reasons therefore.

9.2. As a prerequisite for payment, the Contractor shall provide, in a form satisfactory to the Owner, final lien or claim waivers for the full Contract Sum and affidavits from the Contractor, and its Contractors, materialmen and suppliers for the completed Contract Work.

10. DEFAULT BY CONTRACTOR

10.1. If the Contractor, in the sole judgment of the Owner, refuses or fails to supply enough properly skilled workers, proper materials, or maintain the Schedule of Work, or it fails to make prompt payment to its workers or suppliers, disregards laws, ordinances, rules, regulations or orders of any public authority having jurisdiction, or has materially breached a provision of this Contract, the Owner may consider the Contractor in default of this Contract. The Contractor shall have three (3) working days after written notification by Owner to Contractor to correct such default. If the Contractor shall fail to correct the default within such three (3) days, then the Owner without prejudice to any other rights or remedies shall have the right to any or all of the following remedies:

- (A) withhold payment of moneys due the Contractor;
- (B) require Contractor to provide, at its own expense, overtime (including Saturdays);
- (C) supply such number of workers and quantity of materials, equipment and other facilities as the Owner deems necessary for the satisfactory correction of such default, which the Contractor has failed to complete or perform after the aforesaid notice, and charge the cost thereof to the Contractor, who shall be liable for the payment of same including reasonable overhead, profit and attorneys' fees;
- (D) contract with one or more additional contractors, to perform such part of the Contract Work as the Owner shall determine will provide the most expeditious correction of the default and charge the cost thereof to the Contractor;
- (E) terminate the Contract; or
- (F) in the event of an emergency affecting the safety of persons or property, the Contractor may proceed to commence and continue satisfactory correction of such default, without first giving three (3) working days' written notice to the Owner, but shall give prompt written notice of such action to the Owner.

10.2. If Contractor becomes insolvent, or should there be filed by or against Contractor any proceeding under any bankruptcy, liquidation, reorganization, adjustment of debt, insolvency, dissolution, receivership or similar federal or state law or statute, or should Contractor fail in any manner to perform its work properly or default in the performance of any provision of this Contract then, in any such event Owner may, without prejudice to any other remedy Contractor might have, terminate this Contract in its entirety or in part and make good any deficiency. All

Contract #: _____

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costs incurred by the Owner in performing the Contract Work, including reasonable overhead, profit and attorneys' fees, shall be deducted from any moneys due or to become due the Contractor under this Contract. The Contractor shall be liable for the payment of any amount by which such expense may exceed the unpaid balance of the Contract Price. If the unpaid balance of the Contract Price exceeds the expense of finishing the Contract Work, such excess shall be paid to the Contractor.

11. SUSPENSION FOR CONVENIENCE

11.1. The Owner may order the Contractor in writing to suspend, delay or interrupt all or any part of the Contract Work for such period of time as may be determined to be appropriate for the convenience of the Owner. The Owner shall immediately notify the Contractor in writing of any such order.

11.2. Should the Owner order the Contractor in writing to suspend, delay, or interrupt the performance of the Contract or any part which affects the Contract Work for such period of time as may be determined to be appropriate for the convenience of the Owner, and not due to any act or omission of the Contractor, or any other person or entity for whose acts or omissions the Contractor maybe liable, then the Owner shall so notify the Contractor in writing and, upon written notification, the Contractor shall immediately suspend, delay or interrupt that portion of the Contract Work as ordered by Owner.

11.3. In the event of an Owner suspension, delay or interruption for convenience, the Owner remains responsible for all fees incurred before the effective date of termination. The effective date of termination will be the date the notice is received by Contractor or the date stated in the notice, whichever is later. Contractor shall issue a refund to the Owner of any prepaid amounts on a prorated basis from the date of notice of termination. Contractor is not entitled to any anticipated profits.

12. TERMINATION

12.1. The Owner may terminate the Contract for its convenience by providing a written notice of termination for convenience to be effective upon receipt by Contractor.

12.2. Should the Owner terminate its Contract with the Contractor, or any part which includes the Contract Work, the Contractor shall so notify the Contractor in writing within three (3) calendar days of the termination and, upon written notification, this Contract shall be terminated and the Contractor shall immediately stop the Contract Work and mitigate all costs.

12.3. In the event that the Owner terminates its Contract with the Contractor for the convenience of the Owner, and not due to any act or omission of the Contractor, the Owner remains responsible for all fees incurred before the effective date of termination. The effective date of termination will be the date the notice is received by Contractor or the date stated in the notice, whichever is later. Contractor shall issue a refund to the Owner of any prepaid amounts on a prorated basis from the date of notice of termination. Contractor is not entitled to any anticipated profits.

13. MISCELLANEOUS

13.1. The Contractor and Owner shall each designate, in writing, one or more persons who shall be their respective authorized representative(s) on-site and offsite. Such authorized representative(s) shall be the only person(s) the other party shall look to or give instructions, orders and/or directions, except in an emergency.

14. GOVERNING LAW

14.1. This Contract shall be governed by the law of the State of Illinois. The Contractor hereby irrevocably submit, and will cause any sub-Contractors to submit, to the original jurisdiction of those State or Federal courts located within the County of Winnebago, State of Illinois, with regard to any controversy arising out of, relating to, or in any way concerning the execution or performance of the Contract.

14.2. The partial or complete invalidity of any one or more provisions of this Contract shall not affect the validity or continuing force and effect of any other provision. The failure of either party hereto to insist, in any one or more instances, upon the performance of any of the terms, covenants or conditions of this Contract, or to exercise any right herein, shall not be construed as a waiver or relinquishment of such term, covenant, condition or right as respects further performance.

Contract #: _____

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14.3. The titles given to the Articles of this Contract are for ease of reference only and shall not be relied upon or cited for any other purpose.

14.4. Contractor agrees that it shall not assign or subcontract, in whole or in part, this Contract without prior written consent of the Owner, which consent shall be granted or withheld at the sole discretion of the Owner. In no case, however, shall such consent relieve the Contractor from its obligations or change the terms of this Contract.

14.5. This Contract is solely for the benefit of the parties who are signatory to the Contract and represents the entire agreement between the parties. Unless specifically referenced herein, this Contract supersedes all prior negotiations, representations, or agreements, either written or oral.

14.6. Changes, alterations or amendments to this Contract must be agreed to by all the parties in writing.

COUNTY OF WINNEBAGO, ILLINOIS

By: _____

Name: Joseph V. Chiarelli

Title: Chairman of the County Board
of the County of Winnebago, Illinois

CONTRACTOR, PRO COM SYSTEMS

By: _____

Name: Steve Peppers

Title: Vice President, Pro Com Systems



Resolution Executive Summary

Prepared By: Purchasing Department
Committee Name: Operations and Administrative Committee
Committee Date: June 5, 2025
Board Date: June 12, 2025
Resolution Title: Resolution Awarding Renewal for Onsite Wellness Clinic Services

-

Budget Information

Budgeted? No	Amount Budgeted? N/A
If not, originally budgeted, explain the funding source?	
ORG/OBJ/Project Codes: 48500 - 43175 Descriptor: Group Health Insurance Fund	

Background:

The renewal agreement for the Wellness Clinic Services is set to expire on 6/30/2025. Last year, the board approved a one-year renewal to continue services with SwedishAmerican Hospital. As you recall, the clinic provides Acute Care and Wellness Services for employees/spouses and dependents covered under the Winnebago County group insurance plan. The Clinic also provides the County's Occupational Medicine and Pre-Employment Testing. The five (5) year contract was awarded to SwedishAmerican Hospital. The clinic has proven to be very beneficial to County employees and their families and has been utilized on a regular basis.

In the existing renewal agreement, Winnebago County has spent on average \$542,642 to operate the Wellness Center Clinic. We are paying a monthly fee of \$33,941 per month plus occupational health rates that range from \$15,237 per month depending on the services provided. Per the new rates, (See Resolution Exhibit A) SwedishAmerican Hospital is proposing two options, we recommend proceeding with Option I. Which would be \$72,450 per month plus occupational health fees that average \$15,237 per month but again this is based on the various services needed per month. The large increase is due an outside provider being contracted through Locum for SwedishAmerican Hospital.

Human Resources and the Purchasing Department have initiated an RFP to explore additional options for services.

Contract Period:

The new agreement will be a three-month extension from July 1, 2025 through September 30, 2025.

Follow-Up: Purchasing Department will route for signatures the SwedishAmerican Health System renewal agreement with the County of Winnebago.

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

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

2025 CR

RESOLUTION AWARDING RENEWAL FOR ONSITE WELLNESS CLINIC 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, competitive Request for Proposals responses were received by the Purchasing Department on February 12, 2019 for a five (5) year contract for the following;

ONSITE WELLNESS CLINIC SERVICES RFP # 19P-2172

WHEREAS, SwedishAmerican Hospital was awarded the six (6) year contract for Onsite Wellness Clinic Services and the County would now like to extend the contract for three (3) months; and,

WHEREAS, current extensions are being finalized to provide additional services which would extend services from July 1, 2025 to September 30, 2025

WHEREAS, the Operations and Administrative Committee of the County Board for the County of Winnebago, Illinois has reviewed the new agreement for the contract extension for the aforementioned project and recommends awarding the extension; and,

NOW, THEREFORE, BE IT RESOLVED, that the County Board of the County of Winnebago, Illinois that the County Board Chairman is authorized to execute a three (3) month contract extension agreement for services with SWEDISHAMERICAN HEALTH SYSTEM, 1313 EAST STATE STREET, ROCKFORD, ILLINOIS 61104, in substantially the same form as that attached hereto as Resolution Exhibit A- First Amendment.

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

Respectfully Submitted,
OPERATIONS AND ADMINISTRATIVE COMMITTEE

AGREE

DISAGREE

KEITH McDONALD, CHAIR

KEITH McDONALD, CHAIR

VALERIE HANSERD, VICE CHAIR

VALERIE HANSERD, VICE CHAIR

PAUL ARENA

PAUL ARENA

JOHN BUTITTA

JOHN BUTITTA

JOE HOFFMAN

JOE HOFFMAN

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

Wellness Center - Proposed Rates

Current

\$33,941/month
+ Occ Health \$\$\$*

Option 1

\$72,450/month
+ Occ Health \$\$\$*

Option 2

\$43,470/month
+ Occ Health \$\$\$*

5 days a week / acute care and
occ health

3 days a week / occ health only

7/1 - 9/30 Access to Partners Hlth
no cost.

10/1-12/31 Partners cost \$61.19
per member per month
decide 2026 options.

If this option is elected, after 1/1
an Occ Med provider would be
recruited. Should reduce costs.

Concerns:

Length of contract?

Length of contract?

Staffing:

1.0 FTE APP, 2.0 FTE STAFF

of visits/capacity in 3 days

Still need access to work comp
services on off days.

Staffing:

1.0 FTE APP, 2.0 FTE STAFF

UW would hire a locum advanced practice provider to cover care at
the clinic.

*2025 Average monthly occ health costs \$15,237.87

(Drug screens / vaccinations)

UNFINISHED BUSINESS

NEW BUSINESS

ANNOUNCEMENTS & COMMUNICATIONS



WINNEBAGO COUNTY

— ILLINOIS —

Announcements & Communications

Date: June 6, 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 a letter regarding the Braidwood Station, Units 1 and 2, and Byron Station, Unit Nos. 1 and 2-Request for Withholding Information from Public Disclosure (EPID L-2024-LLA-0072)
2. County Clerk Gummow received from Theresa Grennan, Winnebago County Treasurer the following:
 - a. Collateralization Report – as of April 30, 2025
 - b. Investment Report - as of April 1, 2025
 - c. Winnebago County Treasurer Bank Balances – April, 2025

Adjournment