

PUBLIC SAFETY COMMITTEE

AGENDA

Called by: Aaron Booker, Chairman
Members: Fred Wescott, Mike
Zintak, Paul Arena, Angie Goral,
Dan Fellars, Dorothy Redd

DATE: THURSDAY, DECEMBER 3, 2020
TIME: 5:30 PM
LOCATION: VIRTUAL MEETING – ZOOM
(WINNEBAGO COUNTY YOUTUBE
LIVE)

AGENDA:

- A. Call to Order
- B. Roll Call
- C. Approval of September 1, 2020 Minutes
- D. Public Comment – This is the time we invite the public to address the Public Safety Committee with issues and concerns. We ask you to limit your comments to three minutes. Personal attacks or inappropriate language of any sort will not be tolerated. We will allow a maximum of five speakers on a first come basis with sign up at the meeting. Speakers may not address zoning matters which are pending before the ZBA, the Zoning Committee or the County Board. Personnel matters or pending or threatened litigation may not be addressed in open session. An individual may speak a maximum of three times per calendar year on the same topic. This prohibition shall include the repetition of the same topic in a statement on what is purported to be a different topic. After acknowledgement by the chair, please stand and state your name. Thank you.
- E. Resolution Approving Office-Warehouse Lease and Refrigerated Shipping Container Purchase Agreement Between Maggio Truck Center and the County of Winnebago Illinois
- F. Other Matters
- G. Adjournment

Winnebago County Board
Public Safety Committee Meeting
Virtual Meeting – Zoom
(Winnebago County YouTube Live)

Tuesday, September 1, 2020
Immediately Following the Operations and Administrative Committee

Present:

Aaron Booker, **Chairman**
Angie Goral
Dan Fellars
Dorothy Redd
Paul Arena

Others Present:

Steve Chapman
Pat Thompson, County Administrator
Marilyn Hite Ross, State's Attorney
Dave Kurlinkus, Deputy State's Attorney
Ann Johns, Purchasing Director
Jaime Salgado, County Board Member

Absent:

Fred Wescott
Mike Zintak

AGENDA:

- A. Call to Order
- B. Roll Call
- C. Approval of June 17, 25 and 29, 2020 Minutes
- D. Public Comment
- E. Resolution Authorizing Funding for the Rosecrance Crisis Triage Program
- F. Resolution Awarding Bids for County Towing Services
- G. Other Matters
- H. Adjournment

Chairman Booker called the meeting to order at 5:46 PM.

Public Comment

Chairman Booker omitted reading the Public Comment section of the Agenda due to no one present to speak.

Resolution Authorizing Funding for the Rosecrance Crisis Triage Program

Motion by Mr. Fellars and Seconded by Ms. Goral.

- A discussion followed.

Motion passed by unanimous voice vote.

Resolution Awarding Bids for County Towing Services

Motion by Mr. Fellars and Seconded by Ms. Goral.

- A discussion followed.

Motion passed by unanimous voice vote.

Other Matters

- Mr. Booker spoke about Federal inmate incarceration.

Motion to Adjourn. Moved: Mr. Fellars, Seconded: Mr. Arena.
Motion passed by unanimous voice vote.

Respectfully submitted,

Amy Ferling
Administrative Assistant



Resolution Executive Summary

Prepared By: Coroner's Office

Committee: Public Safety Committee

Committee Date: December 3, 2020

Resolution Title: Resolution Approving Office-Warehouse Lease and Refrigerated Shipping Container Purchase Agreement Between Maggio Truck Center and the County of Winnebago, Illinois

County Code: Winnebago County Purchasing Ordinance

Board Meeting Date: December 10, 2020

Budget Information:

Was item budgeted?	No	Appropriation Amount: \$48,000.00
If not, explain funding source: FEMA and the Cures Act.		
ORG/OBJ/Project Code: purchase price of container 30,000.00 / 60300,46440,02005 6 month contract to rent warehouse at 3000.00 / month 18,000.00 / 60300,43890,02005		
Budget Impact: Costs will be reimbursed		

Background Information:

Due to the COVID-19 crisis, the Winnebago County Coroner's Office is in immediate need for a refrigerated shipping container to store bodies. Maggio's Trucking Center is able to supply the Coroner with the container and also lease warehouse and office space at 516 Green Street, Rockford in connection with the use of the container. Winnebago County's Emergency Operations Center expects FEMA to reimburse the County for all expenses for the purchase of the container and lease of office-warehouse space.

Recommendation:

The Coroner's Office and the County's Emergency Operations Center recommends approval of the office-warehouse lease and refrigerated shipping container purchase.

Contract/Agreement:

This is a six-month lease and purchase agreement with Maggio Trucking Center for \$3,000/month rent for use of office and warehouse space at 516 Green Street, Rockford, Illinois. Under the lease, the County will pay for gas and electric bills in connection with the Coroner's use of the container and office space. At the end of the lease, the County will purchase the refrigerated shipping container the Coroner used during the lease for \$30,000.



Resolution Executive Summary

Legal Review:

The State's Attorney's Office has reviewed the Lease and Purchase Agreement.

Follow-Up:

December 10, 2020 Board Meeting

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

2020 CR _____

SUBMITTED BY: PUBLIC SAFETY COMMITTEE

SPONSORED BY: AARON BOOKER

**RESOLUTION APPROVING OFFICE-WAREHOUSE LEASE AND
REFRIGERATED SHIPPING CONTAINER PURCHASE AGREEMENT BETWEEN
MAGGIO TRUCK CENTER AND THE COUNTY OF WINNEBAGO, ILLINOIS**

WHEREAS, the Winnebago County Coroner (“Coroner”) is actively engaged in COVID-19 response; and

WHEREAS, the Coroner is in immediate need of a refrigerated shipping container for his office’s COVID-19 response; and

WHEREAS, Maggio Truck Center Inc. (“Maggio”), 4752 Baxter Road, Rockford, Illinois, is able to supply the Coroner with a refrigerated shipping container for purchase:

WHEREAS, Maggio also has office and warehouse space available at 516 Green Street, Rockford, Illinois to lease to the County in connection with the Coroner’s use of said refrigerated shipping container; and

WHEREAS, Winnebago County’s Emergency Operations Center (“EOC”) recommends authorizing an agreement with Maggio for said refrigerated shipping container and leasing office and warehouse space at 516 Green Street, Rockford, Illinois; and

WHEREAS, the EOC indicates the cost of purchasing the refrigerated container and leasing office-warehouse space from Maggio are allowable expenses for the emergency response due to the COVID-19 crisis and is expected to be reimbursed by the Federal Emergency Management Agency (“FEMA”).

NOW, THEREFORE BE IT RESOLVED, by the County Board of the County of Winnebago, Illinois that Joseph Chiarelli, the Winnebago County Board Chairman, is authorized and directed to, on behalf of the County of Winnebago, enter into an Office-

Warehouse Lease and Refrigerated Shipping Container Purchase Agreement (“Agreement”) with Maggio Truck Center, Inc., attached hereto.

BE IT FURTHER RESOLVED that the Agreement entered into by Joseph Chiarelli pursuant to the authority granted in this Resolution shall contain substantially the same terms as the Agreement which is attached to this Resolution.

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

BE IT FURTHER RESOLVED that the Clerk of the County Board is hereby authorized and directed to prepare and deliver certified copies of this Resolution to the Winnebago County Coroner, Winnebago County Emergency Operations Center, Winnebago County Sheriff, Winnebago County Auditor, Treasurer and County Administrator.

Respectfully submitted,

PUBLIC SAFETY COMMITTEE

AGREE

DISAGREE

Aaron Booker, Chairman

Aaron Booker, Chairman

Paul Arena

Paul Arena

Dan Fellars

Dan Fellars

Angie Goral

Angie Goral

Dorothy Redd

Dorothy Redd

Fred Wescott

Fred Wescott

Mike Zintak

Mike Zintak

The above and foregoing Resolution was adopted by the County Board of the County of Winnebago, Illinois this ____ day of _____, 2020.

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

ATTEST:

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

OFFICE-WAREHOUSE LEASE AND
REFRIGERATED SHIPPING CONTAINER PURCHASE AGREEMENT
BETWEEN MAGGIO TRUCK CENTER AND THE COUNTY OF WINNEBAGO, ILLINOIS

This OFFICE-WAREHOUSE LEASE AND REFRIGERATED SHIPPING CONTAINER PURCHASE AGREEMENT (hereinafter referred to as the “Agreement”), is entered by and between MAGGIO TRUCK CENTER, INC., 4752 Baxter Road, Rockford, Illinois, 61102 (hereinafter referred to as “Maggio”) and the COUNTY OF WINNEBAGO, ILLINOIS, (hereinafter referred to as “County”), on behalf of the Winnebago County Coroner’s Office (“Coroner”). For good and valuable consideration, Maggio and the County agree as follows:

- 1. Premises:** Maggio hereby leases to the County and County leases from the Maggio approximately 8,000 to 10,000 square feet of office and warehouse space located in the building at 516 Green Street, Rockford, Illinois (“Building”). Maggio shall, at Maggio’s expense deliver the Building with all existing electrical, mechanical, plumbing and HVAC components in good working order and shall pass on to the County the manufacturers’ warranties for such systems for the entire duration of this Agreement.
- 2. Term:** Six (6) months (“Term”), commencing on December 1, 2020 and ending on May 31, 2021.
- 3. Rent:** County agrees to pay to Maggio the sum of three thousand dollars (\$3,000) rent per month. If County is granted occupancy prior to December 1, 2020, then, (a) County shall pay an occupancy fee equal to one-thirtieth of said monthly rental amount for each day of such early occupancy, and (b) such early occupancy shall not affect the termination date of this Agreement. All rental payments shall be made in accordance with the Illinois Local Government Prompt Payment Act (50 ILCS 505/1 et seq.).
- 4. Permitted Uses:** In connection with the Coroner’s COVID-19 response, to be located in the Building one refrigerated 40 foot overseas shipping container (“Container”) for storage of bodies as well as the Coroner’s use of the Building for office space. Maggio shall pick-up, deliver and set-up the Container inside the Building. Said set-up by Maggio shall include, but not be limited to, all electrical work to make the Container operational.
- 5. Utilities and Transformer:** County agrees to pay for gas and electric bills in connection with the Coroner’s use of the Container and office space. The County also agrees to purchase and pay hook-up fees for a transformer so as to provide a sufficient supply of electrical power to run the Container. The County shall own the transformer after it purchases it. Approximate cost to the County for hook-up fees and to purchase the transformer is less than five thousand dollars (\$5,000).
- 6. Purchase of Container:** After the term of the Agreement ends on May 31, 2021, the County agrees to buy the Container from Maggio at a purchase price of thirty thousand dollars (\$30,000), with the County to maintain sole ownership of the Container. The County’s purchase of the Container shall be made in accordance with the Illinois Local Government Prompt Payment

Act (50 ILCS 505/1 et seq.). After the term of the Agreement ends on May 31, 2021, at no cost to the County, Maggio shall transport the Container to a location chosen by the County,

7. Prior Agreements: This Agreement contains all of the agreements of the parties hereto with respect to any matter covered or mentioned in this Agreement, and no prior agreements or understandings pertaining to any such matters shall be effective for any purpose. No provision of this Agreement may be amended or added to except by an agreement in writing signed by the parties hereto.

8. Severability: If any part of this Agreement shall be found to be invalid for any reason, the remainder of this Agreement shall be valid to the fullest extent permitted by law.

9. Jurisdiction, Venue and Choice of Law: This Agreement shall be governed by and construed according to the laws of the State of Illinois. Jurisdiction and venue shall be exclusively found in the 17th Judicial Circuit Court, State of Illinois.

10. No Implied Waivers: The failure of either party at any time to require performance by the other party of any provision of this Agreement shall not affect in any way the full right to require such performance at any time thereafter. Nor shall the waiver by either party of a breach of any provision of this Agreement be taken or held to be a waiver of the provision itself.

11. Notices and Communications: All notices and communications which may be given by the County to Maggio relative to this Agreement shall be addressed to Maggio at the address shown below:

Maggio Truck Center
C/o Martin or Jay Maggio
4752 Baxter Road
Rockford, Illinois, 61102

Copies of any notices and communications which propose to alter, amend, terminate, interpret, or otherwise change this Agreement shall be provided to Patrick Thompson, Winnebago County Administrator, 404 Elm Street, Rockford, Illinois 61101.

IN WITNESS HEREOF, the undersigned have caused this Agreement to be executed in their respective names on the dates hereinafter enumerated.

MAGGIO TRUCKING CENTER, INC.

COUNTY OF WINNEBAGO, ILLINOIS
an Illinois body politic and corporate

Martin Maggio

Joseph Chiarelli

Date: _____

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

Date: _____

Attest: _____

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

Date: _____