

**Winnebago County Board
Regular Adjourned Meeting
Thursday, October 26, 2017**

A M E N D E D A G E N D A

Call to Order -----CHAIRMAN FRANK HANEY

Agenda Changes-----CHAIRMAN FRANK HANEY

Under Public Participation

Please Add:

Rev. Derrick Shelby	-	Justice System	-CON
Dana Ostergard	-	Budget Cuts to Public Safety	-CON

Under Proclamations

Please Add:

**Domestic Violence Awareness Month
National Alliance on Mental Illness (NAMI)**

Roll Call-----COUNTY CLERK, MARGIE MULLINS

Invocation -----D. BOOMER

**Awards, Presentations and/or Proclamations and Public
Participation**

Awards **- None**

Presentations **- None**

Proclamations **- Domestic Violence Awareness Month
National Alliance on Mental Illness (NAMI)**

Public Participation

- Rev. Derrick Shelby – Justice System - CON
- Dana Ostergard – Budget Cuts to Public Safety
- CON

Minutes

“May I Please Have a Motion to Approve the Minutes from the September 28, 2017 Meeting and to Layover the Minutes from the October 12, 2017 Meeting.

Announcements & Communications-----MARGIE MULLINS

**“The Items Listed Below Were Received as Correspondence”
Chairman Haney To Be “PLACED ON FILE”.**

1. County Clerk Mullins received from the United States Nuclear Regulatory Commission a notice from the NRC regarding a notice of Meeting with the NRC Petition Review Board (PRB) and the Petitioner Regarding the 2.206 Petition Submitted September 13, 2017, for all renewed reactor operating licensees and applicant’s for reactor renewed operating licenses.
2. County Clerk Mullins received from Comcast a letter regarding a Change to the Comcast channel line-up in our community.
3. County Clerk Mullins received from ComEd a letter regarding their intention to perform vegetation management activities on distribution circuits in our area within the next few months.

GO TO REGULAR AGENDA

REVISED WINNEBAGO COUNTY BOARD AGENDA

REVISED 10/26/2017



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

**Thursday, October 26, 2017
6:00 p.m.**

Awards, Proclamations, Presentations, Public Hearings, and Public Participation

- Awards – none
- Presentations – Opioid Epidemic Update from Coroner Bill Hintz
- Proclamations –
 - Mental Health Awareness, National Alliance for Mental Health
 - Domestic Violence Awareness, Winnebago County Sheriff's Department

Board Member Correspondence

Chairman's Report

Consent Agenda

- Leaves of Absence
- Raffle Report
- Monthly Bills

Standing Committee Reports

1. Finance Committee – Ted Biondo, Committee Chairman

- A. Committee Report
- B. Budget Amendment 2017-025 – New Milford Host Fee (to be Laid Over)
- C. Budget Amendment 2017-028 – Host Fee Fund (to be Laid Over)
- D. Resolution Awarding Proposal for Baker Tilly
- E. Resolution Authorizing Hiring of the Law Firm of Robbins Schwartz to Represent the County Of Winnebago, County Board Chairman Frank Haney and County Treasurer Susan Goral in Winnebago County Case 2017-MR-658
- F. Tax Levy – General Fund Laid Over from September 28, 2017 Meeting
- G. Tax Levy – County Public Health Fund Laid Over from September 28, 2017 Meeting
- H. Tax Levy – Detention Home Fund Laid Over from September 28, 2017 Meeting
- I. Tax Levy – County Highway Fund Laid Over from September 28, 2017 Meeting
- J. Tax Levy – County Bridge Fund Laid Over from September 28, 2017 Meeting

- K. Tax Levy – Federal Aid Matching Fund Laid Over from September 28, 2017 Meeting
- L. Tax Levy – Veterans Assistance Fund Laid Over from September 28, 2017 Meeting
- M. Tax Levy – Tort Judgment and Liability Insurance Fund Laid Over from September 28, 2017 Meeting
- N. Tax Levy – Illinois Municipal Retirement Fund Laid Over from September 28, 2017 Meeting
- O. Tax Levy – Social Security and Medicare Fund Laid Over from September 28, 2017 Meeting
- P. Tax Levy – Historical Museum Fund Laid Over from September 28, 2017 Meeting
- Q. Tax Levy – County Nursing Home Operations Fund Laid Over from September 28, 2017 Meeting
- R. Tax Levy – Children’s Advocacy Project Fund Laid Over from September 28, 2017 Meeting

2. Zoning Committee – Jim Webster, Committee Chairman

- A. Planning and/or Zoning Request:
 - 1. Z-18-17 A Map Amendment to rezone from the AG, Agricultural Priority District to the RA, Rural Agricultural Residential District (a sub-district of the RA District), District 9 to be Laid Over
- B. Committee Report

3. Economic Development Committee – Fred Wescott, Committee Chairman

- A. Committee Report
- ~~B. Ordinance Adopting Administrative Recommendations for 2018 Host Fee Allocations (to be Laid Over) (approved 9/28/2017)~~
- C. Resolution Authorizing Execution of the Intergovernmental Agreement with the Village of New Milford Amending Host Fee Payments

4. Operations & Administrative Committee – Gary Jury, Committee Chairman

- A. Committee Report
- B. Ordinance Creating the Position of Chief Information Officer and Establishing the Information Technology Department
- ~~C. Resolution Awarding Proposals for Laundry and Linen Services at River Bluff Nursing Home~~
- ~~D. Resolution Authorizing the Chairman of the County Board to Execute and Intergovernmental Agreement For Information Technology Support Services with the Rockford Housing Authority~~

5. Public Works Committee – Dave Kelley, Committee Chairman

- A. Committee Report

6. Public Safety Committee – Dave Fiduccia, Committee Chairman

- A. Committee Report
- B. Resolution Authorizing Independent Contractor Agreement for Services as Winnebago County Community Liaison
- C. Resolution Authorizing the County Board Chairman to Enter into a Contract for the Provision of Inmate Mental Health Services

- D. Resolution Authorizing Animal Services Microchip Contract
- E. Resolution Authorizing Participation in the Hill's Shelter Feeding Program
- F. Ordinance Amending Chapter 14 of the Winnebago County Code (an Amendment to the Animal Control Ordinance Concerning Ownership) (to be Laid Over)

Unfinished Business

New Business

Adjournment

Next Meeting: Thursday, November 9, 2017

CHAIRMAN'S REPORT

CONSENT AGENDA

RAFFLE APPLICATION REPORT

Presently the County Clerk's office has Raffle Applications submitted by
10 different organizations for 12 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
29567	1	HELPING HANDS PANTRY	11/04/2017-11/04/2017	\$1,000.00
29568	1	JUNIOR GOLF ASSOCIATION OF GREATER ROCKFORD	11/02/2017-11/02/2017	\$1,000.00
29569	1	ROCKFORD ICEHOGS BOOSTER CLUB	11/24/2017-11/24/2017	\$2,000.00
29570	1	ROCKFORD ICEHOGS BOOSTER CLUB	11/18/2017-11/18/2017	\$2,000.00
29571	1	JUNIOR LEAGUE OF ROCKFORD	10/28/2017-10/28/2017	\$5,000.00
29572	1	SOUTH BELOIT LIONS CLUB	10/27/2017-01/21/2018	\$2,000.00
29573	1	SWEDISH AMERICAN FOUNDATION	11/01/2017-11/10/2017	\$4,999.00
29574	1	WINNEBAGO PRESCHOOL	10/27/2017-12/09/2017	\$4,000.00

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
29575	1	CHRISTY ZIMMERMAN BENEFIT	11/04/2017-11/04/2017	\$3,400.00
29576	1	FRIENDS OF REGINA MARX	11/19/2017-11/19/2017	\$680.00

The Following Have Requested A Class D, E, & F Limited Annual License				
LICENSE #	# OF RAFFLES	NAME OF ORGANIZATION	LICENSE DATES	AMOUNT
29577	1	LT. ROBERT C.A. CARLSON POST #1207	11/10/2017-11/11/2018	\$4,999.00
29578	1	LT. ROBERT C.A. CARLSON POST #1207	11/10/2017-11/11/2018	\$2,500.00

This concludes my report

Deputy Clerk Angelina Reina

MARGIE M. MULLINS,
Winnebago County Clerk

Date 26-Oct-17

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:

FILED - CO. CLERK**OCT 24 2017****MARGIE M. MULLINS**


	<u>FUND NAME</u>	<u>RECOMMENDED FOR PAYMENT</u>
001	GENERAL FUND	5,182,792.78
101	PUBLIC SAFETY TAX	3,234,707.05
103	DOCUMENT STORAGE FUND	75,572.60
104	TREASURER'S DELINQUENT TAX FU	7,371.40
105	VITAL RECORDS FEE FUND	1,330.31
106	RECORDERS DOCUMENT FEE FUND	178,968.81
107	COURT AUTOMATION FUND	32,375.02
108	COURT SECURITY FEE FUND	30,333.42
109	VICTIM IMPACT PANEL FEE	600.00
110	CHILD SUPPORT & COLLECTIN FE	12,222.43
111	CHILDREN'S WAITING ROOM FUND	11,520.61
112	RENTAL HOUSING FEE FUND	57,546.00
114	911 OPERATIONS FUND	57,569.04
115	PROBATION SERVICE FUND	50,346.64
116	HOST FEE FUND	622,052.27
119	CORONER FEE FUND	9,041.58
120	DEFERRED PROSECUTION PROGRAM	6,473.37
126	LAW LIBRARY	18,715.95
131	DETENTION HOME	357,181.31
140	WINGIS GEOR INFO SYSTEMS FUND	28,930.26
145	FORECLOSURE MEDIATION FUND	2,881.02
155	MEMORIAL HALL	13,716.44
158	CHILD ADVOCACY PROJECT	69,819.47
161	COUNTY HIGHWAY	673,710.43
162	COUNTY BRIDGE FUND	88,190.27
163	FEDERAL AID MATCHING FUND	118,033.40
164	MOTOR FUEL TAX FUND	242,586.99
165	TOWNSHIP HIGHWAY FUND	71,127.82
168	TOWNSHIP BRIDGE	8,441.69
181	VETERANS ASSISTANCE FUND	7,784.60
185	HEALTH INSURANCE	1,152,960.09
192	EMPLOYER SOCIAL SECURITY FUND	545,121.46
193	ILLINOIS MUNICIPAL RETIRE	875,391.11
194	TORT JUDGMENT & LIABILITY	62,048.51
200	2013A SERIES REFUNDING BONDS	1,688.00
201	2013B ADMIN	-1,260.00
206	2013B ADMIN DEBT CERTIFICATE	-428.00
208	2013C SERIES REFUNDED BONDS	428.00
209	2013C DEBT CERTIFICATES	-428.00
301	HEALTH GRANTS	695,276.04
303	STATE'S ATTORNEY GRANT	46,161.27
305	COURT SERVICE GRANT	7.63
308	IEMA STATE-LOCAL HAZARD MIT	4,290.01
309	CIRCUIT COURT GRANT FUND	193,767.60
401	RIVER BLUFF NURSING HOME	1,676,058.60

CONTINUATION

	<u>FUND NAME</u>	<u>RECOMMENDED FOR PAYMENT</u>
410	ANIMAL SERVICES	294,451.98

420	555 N COURT OPERATIONS FUND	19,118.30
501	INTERNAL SERVICES	357,057.22
748	2012F ALTERNATE REVENUE BONDS	-52,828.66
749	2012G ALTERNATE REVENUE BONDS	176,000.00
TOTAL THIS REPORT		<u>\$17,316,824.14</u>

The adoption of this report is hereby recommended:


 William Crowley, County Auditor

ADOPTED: This 26th day of October 2017 at the City of Rockford, Winnebago County, Illinois.

 Frank Haney, Chairman of the
 Winnebago County Board of
 Rockford, Illinois

ATTEST:

 Margie Mullins, Clerk of the Winnebago
 County Board of Rockford, Illinois

FINANCE COMMITTEE

2017 Fiscal Year

Sponsored by:
Ted Biondo, Finance Committee Chairman

Finance: 10/26/2017
Lay Over: 10/26/2017
Final Vote: 11/09/2017

2017 CO

TO: THE HONORABLE 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, 2016 and recommends its adoption.

ORDINANCE

WHEREAS, the Winnebago County Board adopted the "Annual Budget and Appropriation Ordinance" for the fiscal year ending September 30, 2017 at its September 29, 2016 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 the 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 following increases are hereby authorized.

2017-025 Host Fee

Reason: Amount paid to the Village of New Milford for groat was not paid at the correct amount.

Alternative: None

Impact to fiscal year 2018 budget: None

Revenue Source: Host Fee Fund Reserve

Other Professional Services	41700	43190	<u>\$296,012</u>
		<u>Total Adjustment:</u>	<u>\$296,012</u>

Respectfully Submitted,
FINANCE COMMITTEE

(AGREE)

(DISAGREE)

TED BIONDO,
FINANCE CHAIRMAN

TED BIONDO,
FINANCE CHAIRMAN

GARY JURY

GARY JURY

JOE HOFFMAN

JOE HOFFMAN

BURT GERL

BURT GERL

DAVE BOOMER

DAVE BOOMER

STEVE SCHULTZ

STEVE SCHULTZ

JAIME SALGADO

JAIME SALGADO

KEITH McDONALD

KEITH McDONALD

The above and foregoing Ordinance was adopted by the County Board of the County of Winnebago, Illinois this ____ day of _____ 2017.

ATTESTED BY:

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

MARGIE M. MULLINS
CLERK OF THE COUNTY BOARD
OF THE COUNTY OF WINNEBAGO, ILLINOIS

2017 Fiscal Year

Sponsored by:
Ted Biondo, Finance Committee Chairman

Finance: 10/19/2017
Lay Over: 10/26/2017
Final Vote: 11/09/2017

2017 CO

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

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NOW, THEREFORE, BE IT ORDAINED, that the County Board deems that pursuant to the 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 following increases are hereby authorized.

2017-025 Host Fee

Reason: Amount paid to the Village of New Milford for groat was not paid at the correct amount.

Alternative: None

Impact to fiscal year 2018 budget: None

Revenue Source: Host Fee Fund Reserve

Other Professional Services	41700	43190	<u>\$296,012</u>
		<u>Total Adjustment:</u>	<u>\$296,012</u>

Respectfully Submitted,
FINANCE COMMITTEE

(AGREE)

(DISAGREE)

TED BIONDO,
FINANCE CHAIRMAN

TED BIONDO,
FINANCE CHAIRMAN

GARY JURY

GARY JURY

JOE HOFFMAN

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JAIME SALGADO

KEITH McDONALD

KEITH McDONALD

The above and foregoing Ordinance was adopted by the County Board of the County of Winnebago, Illinois this ____ day of _____ 2017.

ATTESTED BY:

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

MARGIE M. MULLINS
CLERK OF THE COUNTY BOARD
OF THE COUNTY OF WINNEBAGO, ILLINOIS

2017 Fiscal Year

Sponsored by:

Ted Biondo, Finance Committee Chairman

Finance: 10/19/2017

Lay Over: 10/26/2017

Final Vote: 11/09/2017**2017 CO****TO: THE HONORABLE 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, 2016 and recommends its adoption.

ORDINANCE

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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 the 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 following increases are hereby authorized.

2017-028 Host Fee

Reason: Revise previous allocations for changes in estimated amounts required, need to fund Greater Rockford Airport commitments in advance in accordance with the intergovernmental agreement, and shift debt service payments to fund operating costs of the water system.

Alternative: None

Impact to fiscal year 2018 budget: None

Revenue Source: Host Fees

Other Professional Services	41700	43190	\$365,472
Transfers to other Funds	41700	49110	<u>(\$359,144)</u>
		<u>Total Adjustment:</u>	<u>\$6,328</u>

Respectfully Submitted,
FINANCE COMMITTEE

(AGREE)

(DISAGREE)

TED BIONDO,
FINANCE CHAIRMAN

TED BIONDO,
FINANCE CHAIRMAN

GARY JURY

GARY JURY

JOE HOFFMAN

JOE HOFFMAN

BURT GERL

BURT GERL

DAVE BOOMER

DAVE BOOMER

STEVE SCHULTZ

STEVE SCHULTZ

JAIME SALGADO

JAIME SALGADO

KEITH McDONALD

KEITH McDONALD

The above and foregoing Ordinance was adopted by the County Board of the County of Winnebago, Illinois this ____ day of _____ 2017.

ATTESTED BY:

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

MARGIE M. MULLINS
CLERK OF THE COUNTY BOARD
OF THE COUNTY OF WINNEBAGO, ILLINOIS

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

Submitted by: Finance Committee

2017 CR

RESOLUTION AWARDING PROPOSAL FOR BAKER TILLY

WHEREAS, competitive proposals were received for Winnebago County for the following:

OUTSIDE AUDITOR

WHEREAS, the Finance Committee of the County Board for the County of Winnebago, Illinois has reviewed the proposals received for the aforementioned item(s) and recommends awarding the proposals as follows:

Baker Tilly Virchow Krause, LLP
10 Terrace Court
Madison, WI 53718

WHEREAS, the Finance Committee has determined that the funding for the aforementioned purchase shall be as follows:

13500 - GRANTS

NOW, THEREFORE, BE IT RESOLVED, by the County Board of the County of Winnebago, Illinois that the Winnebago County Chairman is authorized to execute an agreement with Baker Tilly Virchow Krause, LLP, and 10 Terrace Court, Madison, WI 53718.

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 Chief Financial Officer, Finance Director, and County Auditor.

Value-added auditing services
from *county specialists*

Winnebago County, Illinois

September 29, 2017



Candor. Insight. Results.



Baker Tilly Virchow Krause, LLP
10 Terrace Court
Madison, WI 53718
tel 608 249 6622
fax 608 249 8532
bakertilly.com

September 29, 2017

Ms. Carla Paschal
Finance Director
Winnebago County
404 Elm Street
Rockford, IL 61101

Dear Ms. Paschal:

Baker Tilly Virchow Krause, LLP (Baker Tilly) is grateful for the opportunity to submit this proposal to assist Winnebago County (the County) with your audit needs. We understand that the County seeks a qualified certified public accounting firm to perform annual audits for the fiscal years ending September 30, 2017, 2018 and 2019 including a separate audit for the Circuit Clerk.

From experience to service to insights, Baker Tilly has several unique advantages that are important to your selection of a firm:

- > **Extensive governmental and county audit experience.** We audit more than 30 Midwest counties with seven county clients in Illinois including five of the six largest in the state and located near Winnebago County (DuPage, Kane, Lake, McHenry, and Will).
- > **Exemplary CAFR record assures the County of continued GFOA recognition.** You seek a firm whose clients excel in receiving the certificate of achievement from the GFOA, and we are that firm. You can rely on our ability to assist in the preparation/review of an award-winning CAFR. Baker Tilly has more GFOA reviewers than any other firm in the country. We understand the County intends to submit the CAFR for the award certificate, and we will help you create a plan to meet this goal.
- > **Single audit leadership.** Baker Tilly performs more than 500 single audits annually; the third most of CPA firms in the country. This portion of the audit is not viewed as supplementary to the financial statement audit, but rather a critical component to help you in your federal award management process.
- > **We share our knowledge with you.** We are actively involved in the government accounting industry, locally and nationally, serving as committee members, speakers at conferences and authors of numerous publications. We share this knowledge with our clients including at the Illinois County CFO Roundtables.
- > **Exceptional Client Service.** Our commitment to deliver a “no surprises” approach will be distinguished by regular communication and effective project management. Your team is committed to delivering Exceptional Client Service. The 2017 Vault Accounting 50, an annual ranking of best accounting firms to work for, ranked Baker Tilly ninth – well above the ranking of our closest competitors. By maintaining an “employer of choice” culture, we are able to support engagement team continuity and deliver on our promise of Exceptional Client Service.

Ms. Carla Paschal
Winnebago County

September 29, 2017

Our proposal details how we will leverage our deep County government experience to working with you to accomplish your objectives. We also included testimonials to show how we provide knowledge and experience-based insights that create measurable value for our clients.

You will be an important client of our firm, and we look forward to a successful and lasting relationship as your Valued Business Advisor.

Sincerely,

BAKER TILLY VIRCHOW KRAUSE, LLP

A handwritten signature in dark ink, reading "Heather Acker". The signature is fluid and cursive, with the first name "Heather" and last name "Acker" clearly distinguishable.

Heather S. Acker, CPA, Partner
608 240 2374 | heather.acker@bakertilly.com

ABOUT BAKER TILLY	1
PUBLIC SECTOR INDUSTRY SPECIALIZATION	2
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Contents

*“Baker Tilly is an extraordinary firm. They make the first year engagement seamless by collaborating as a true partner. Their customer service is exceptional because they put in the time upfront to understand the uniqueness of their client’s accounting structure and operations as well as putting in the time to meet client deadlines. **Their extensive government practice, including Counties and single audits, creates a dedicated knowledge base and resource.** Baker Tilly consistently exceeds expectations and I highly recommend them.”*

Paul Rafac, Chief Financial Officer, DuPage County (Illinois)



Candor. Insight. Results.



Proposal for Winnebago County

About Baker Tilly

Baker Tilly originated in 1931 with one central objective: to use our expertise to help our clients improve their operations. Originally a Certified Public Accounting firm, we have grown steadily over the years, broadening our service offerings and expanding our geographic presence to meet the evolving needs of our clients. Today, Baker Tilly is a nationally recognized, full-service accounting and advisory firm whose specialized professionals connect with clients through refreshing candor and clear industry insight.

Headquartered in Chicago, Baker Tilly is an independent member of Baker Tilly International, a worldwide network of independent accounting and business advisory firms in 147 countries, with 30,000 professionals. The combined worldwide revenue of independent member firms is \$3.2 billion.

Below are some key facts about Baker Tilly:

- > Provides a wide range of accounting, tax, assurance and consulting services by more than 2,700 total staff members, including approximately 290 partners
- > Ranked among the 15 largest accounting firms in the country
- > Employs more than 1,400 professionals in our Midwest region
- > Serves a significant number of the areas local governments, including:
 - City of Chicago single audit
 - 30 Midwest counties, including all five Chicago collar counties and Milwaukee County
 - Illinois Department of Transportation, Regional Transportation Authority and Pace Suburban Bus Service
 - Chicago Public Schools



BAKER TILLY

32 Offices

14 States



Proposal for Winnebago County

Public sector industry specialization

Baker Tilly formalized our public sector specialization more than 50 years ago. We recognized the complexity of this environment and organized the partners and staff into our public sector service group. This industry specialization approach allowed us to provide specialized training and continuing education to our staff, assuring you of an audit team with the necessary knowledge and skills you desire to identify the strength of internal controls and processes, and with the specialization of your industry to identify key indicators that are critical to your government.

Our industry-specific approach will ensure the County is working with a team that is truly dedicated to state and local governments, translating into better service and greater value.

- > Our specialists keep abreast of the new developments and trends that may impact your industry and will regularly provide newsletters, trainings and industry alerts with updates and answers to your financial and governmental questions.
- > Our specialists are active in national and state organizations, participate in ongoing continuing education to obtain industry certifications and speak and author articles on industry trends.



Governmental audit staff

We are one of the few CPA firms with a state and local government group dedicated entirely to serving governmental clients.

Our devotion to governments is manifested in our public sector practice group, a team of more than 220 professionals — including 18 partners — dedicated entirely to serving clients in this space. We understand the issues governments face, providing hundreds of thousands of client service hours annually to this industry. Our extensive experience provides us with the specialized knowledge and insight to find effective solutions.

We will adopt a team approach to the County's engagement, blending our government-focused professionals with experienced specialists in the service areas and departments of the County. This combination of industry-specific expertise ensures you will be working with knowledgeable professionals who understand the County and the challenges you face — and can create innovative solutions to help you overcome them.

And, because the County will have a team of specialists team managed through a single point of contact, you can expect consistent, efficient and exceptional service.

Baker Tilly has existed for more than 85 years — and local governments were some of our first clients.



Proposal for Winnebago County

Experience serving counties

Baker Tilly currently serve nearly 30 counties in the Midwest, including the five collar counties in Illinois. These counties are very comparable in size and complexity to Winnebago County. Our experience allows us to share relevant information, best practices and ideas, and help each of our clients with their individual needs.

Illinois county clients

Champaign
DuPage
Kane
Lake
McHenry
McLean
Will

Wisconsin county clients

Dane
Green
La Crosse
Lafayette
Marathon
Marquette
Milwaukee
Price
Racine
Rock
Sauk
Shawano
Trempealeau
Walworth
Waukesha

Iowa county clients

Scott

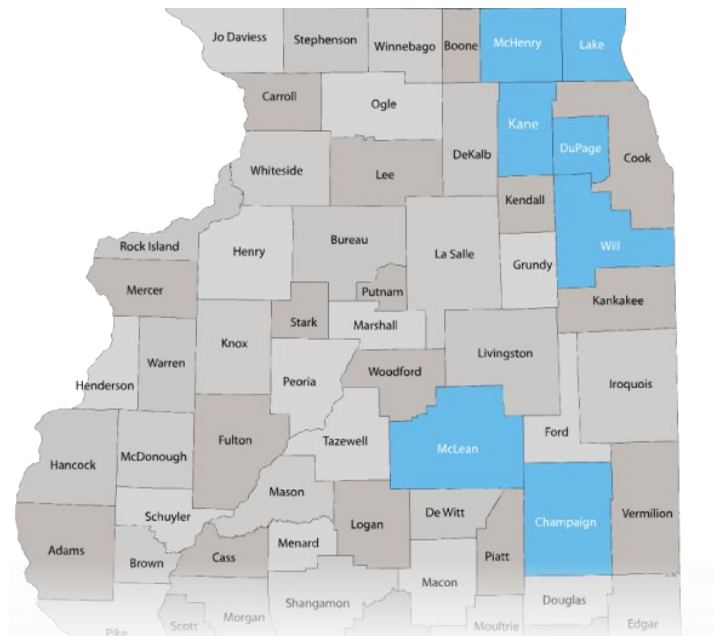
Minnesota county clients

Fillmore
Jackson
Le Sueur
Renville
Waseca

Pennsylvania county clients

Delaware
Lackawanna
Luzerne
Lycoming
McKean
Union

Illinois county footprint



We will leverage our expertise to better serve Winnebago County, sharing best practices and lessons learned from our significant county client roster in Illinois and across the Midwest.

"I would just like to thank you for the opportunities you [Baker Tilly] are providing for County CFO's to come together and discuss the issues we are facing. We are very blessed to have access to professionals of your caliber. I greatly appreciate the expertise you share with us, and the nature of the conversation you foster. I think the more comfortable we become with one another, the more beneficial this will grow to be."

- Joseph Onzick, Executive Director and Chief Financial Officer, Kane County



Proposal for Winnebago County

Single audit experience

The AICPA recently released results of a study on single audit quality. The study showed three factors that directly correlate to the quality of the audit engagements:



- > **Size of the firm's single audit practice**
 - Baker Tilly has approximately 400 professionals performing single audits.
- > **Membership in the Government Audit Quality Center (GAQC)**
 - Baker Tilly has been a member since the Center's inception and has also served multiple terms on the Executive Committee of the GAQC.
- > **Qualifications of the engagement partner**
 - Heather Acker, Partner, on your engagement team leads our firms' single audit practice and has specialized in single audits her entire career.

Since the passage of the Single Audit Act of 1984, Baker Tilly has recognized the importance of becoming specialists in this highly complex area. Our firm currently performs more than 500 single audits each year, ranking Baker Tilly in the top three, nationally, based on number of audits conducted by CPA firms.

To stay on top of the changing requirements, our firm serves on various AICPA committees studying financial and single audit issues. We have been selected as speakers for nationally sponsored training courses, and we actively participate in industry events.

Our depth of experience with single audits places us in a unique position to perform the County's single audit.

Our firm is also asked to review and comment on various single audit documents created by the AICPA and OMB prior to their issuance. Below is a list of documents where we have provided contributions:

Baker Tilly conducts **more than 500** single audits each year, ranking us in the **top three**, nationally, based on number of audits conducted by CPA firms.

Document	Years	Organizations
AICPA Audit Guide — GAS and A-133 Audits (Renamed Government Audit Standards and Single Audit Guide in 2015)	2005–2016	AICPA
AICPA Audit Risk Alert — GAS and A-133 Audits	2006–2015	AICPA
OMB Compliance Supplement	2008–2017	OMB



Proposal for Winnebago County

GFOA Certificate of Achievement program reviewers



Baker Tilly is heavily involved with the GFOA award for excellence in financial reporting by volunteering staff time to serve as report reviewers for the GFOA. In fact, **we have more reviewers than any other firm in the nation**. We will be responsible for the final technical review of your Comprehensive Annual Financial Report (CAFR). Below is a list of current Baker Tilly GFOA report reviewers:

Baker Tilly GFOA reviewers	
Amanda Blomberg, Firm Director	John Rader, Firm Director
Carla Gogin, Partner	Joseph Lightcap, Partner
Cheryl Puhl, Senior Manager	Kim Shult, Partner
Heather Acker, Partner	Michael Malatt, Senior Manager
Jason Coyle, Partner	Paul Frantz, Senior Manager
Jodi Dobson, Partner	Steve Henke, Senior Manager
John Compton, Jr., Partner	Vicki Hellenbrand, Partner
John Knepel, Partner	Wendi Unger, Partner



Proposal for Winnebago County

Government Finance Officers Association (GFOA) Certificate of Achievement for Excellence in Financial Reporting (CAFR)

The following Illinois government clients received the GFOA Certificate of Achievement during the years that Baker Tilly conducted their audit. This list is testament to the quality of the financial audits performed by our firm.

Illinois GFOA CAFR recipients			
Counties	Cities	Villages	Other entities
Champaign*	Bloomington	Buffalo Grove	Forest Preserve District of Cook County
DuPage	Galesburg	Lemont	Greater Rockford Airport Authority
Kane	Countryside	Oak Brook	Thorn Creek Basin Sanitary District
Lake	Highland Park	Orland Park	Pace Suburban Bus Service*
McHenry	Lake Forest	Park Forest	Joliet Junior College
McLean	Moline	Roselle*	Greater Peoria Mass Transit District
Will	Prospect Heights	Skokie	Lake County Forest Preserve District
	Urbana	Westmont	
	Wheaton		

*Auditing began for this organization in its most recent fiscal year. The organization has received the GFOA Certificate of Achievement for several consecutive years and it is anticipated that their most recent CAFR will receive this award as well.



Proposal for Winnebago County

Industry involvement fosters knowledge we share with you

To help you respond to and prepare for change, we are actively involved in local and national associations, keeping us on the leading edge of what is happening in our industry. Our memberships in the following organizations and our involvement as authors, speakers, trainers and promoters of governmental accounting and auditing help us actively assist you with the implementation of new regulations or the adoption of new standards. Because of this active involvement, we are able to provide the County with timely and relevant industry information. It also allows for us to be a sound resource to the County as complex or routine accounting and auditing issues arise.

- > American Institute of Certified Public Accountants
- > American Public Power Association
- > American Water Works Association
- > Association of Government Accountants
- > Government Finance Officers Association
- > Illinois Association of Municipal Management Assistants
- > Illinois CPA Society
- > Illinois Government Finance Officers Association
- > Illinois Municipal Treasurers Association
- > May other state, regional and national organizations

Baker Tilly doesn't just belong to these organizations. We are active members who serve on committees, including leadership roles and support the organizations with our time and funds. Heather Acker is currently chair of the AICPA State and Local Government Expert Panel. Heather also previously served on American Institute of Certified Public Accountants (AICPA) Government Audit Quality Center (GAQC) executive committee. The GAQC was created to help promote the importance of quality governmental audits and be a resource for this specialized area.

Significant influence in the accounting profession

Baker Tilly professionals are among the most influential in the accounting and advisory industry, with Baker Tilly thought leaders directly involved with issues shaping our industry.

Involvement in AICPA committees and initiatives important to governments

To help you respond to and prepare for change, Baker Tilly professionals are actively involved in various AICPA committees and initiatives. This involvement keeps us on the leading edge of what is happening in our industry. The following are a few of AICPA boards and committees we are involved in that are relevant to the County:



Proposal for Winnebago County

Initiative	Purpose	Membership	Dates
Governmental Audit Quality Center (GAQC)	Promotes the importance of quality governmental audits, serves as a resource to member firms, provides members with online tools for sharing ideas and recognizes CPA firms that demonstrate a commitment to governmental audit quality	Baker Tilly Virchow Krause, LLP	Since its inception
Governmental Audit Quality Center (GAQC) Executive Committee	Governs the GAQC, develops the policies of the GAQC and oversees GAQC activities; also meets twice annually in conjunction with the Single Audit Roundtable (SART), which includes federal inspectors general, federal agencies and CPA firms	Heather Acker, Partner (Tom Scheidegger, a retired audit partner, 2007–2010)	2012–2015
Technical Issues Committee (TIC)	A committee of CPA practitioner volunteers who represent the views of local firms and small- to medium-size governments in the standards setting process	Vicki Hellenbrand, Partner, GASB TIC member; Dave Johnson, Partner, FASB TIC member	2013-present
State and Local Government Expert Panel	Serves the needs of AICPA members regarding financial and business reporting and audit and attest matters; protects the public interest by bringing together knowledgeable parties in the state and local government industry to deliberate and come to agreement on key state and local government issues	Heather Acker, Baker Tilly Partner, 2009–2012 and 2015–present (current chair); Carla Gogin, 2012–2015; Don Rahn, retired Baker Tilly partner, 2004–2008	2009–present



Proposal for Winnebago County

Initiative	Purpose	Membership	Dates
Auditing Standards Board (ASB)	The AICPA's senior committee for auditing, attestation and quality control applicable to the performance and issuance of audit and attestation reports for non-issuers	Jere Shawver, Partner Kim Tredinnick, Partner (2010-2013)	2015–present 2010–2013
Peer Review Oversight Reviewer – Single Audits	Monitor the quality of peer reviews performed on OMB single audits	Heather Acker, Partner; Amanda Blomberg, Firm Director (Tom Scheidegger, a retired audit partner, 2014)	2014–present
Peer Review Board	The AICPA's Peer Review Board promulgates the peer review standards and oversees the administration of the peer review program	Jeff Gendreau, Partner	2017-present
National Peer Review Committee (NPRC)	The NPRC is the administering entity for all firms that are required to be registered and inspected by the PCAOB or for firms that perform work under PCAOB standards	Jeff Gendreau, Partner	2011-present



Proposal for Winnebago County

Team members in demand by professional organizations

Our devotion to the state and local government industry is illustrated by our commitment to inform and instruct our clients about important governmental issues. Annually, we speak at numerous accounting, financial and management seminars and workshops in Illinois and throughout the nation.

Our commitment to the industry is evident in our contributions as thought leaders to national organizations. The following sections highlight recent examples that may be of interest to the County.

Relevant industry contributions

Resource	Years
AICPA State and Local Government Audit and Accounting Guide	2005–2008 and 2010–2017
AICPA Government Audit Standards and Single Audit Guide (formerly AICPA Government Auditing Standards and Circular A-133 Audit Guide)	2005–2009 and 2011–2015
AICPA State and Local Governmental Audit Risk Alert	2005–2015
AICPA GAS and Single Audit Risk Alert	2012–2015

Recent national conference speaking engagements or webcasts

Event type	Session topic	Speaker
2017 AICPA Governmental Accounting & Auditing Update Conference	Recent GASB Implementation Guidance	Heather Acker
2017 AICPA Governmental Accounting & Auditing Update Conference	Top 10 issues auditors should focus on – GASB	Heather Acker / Susannah Baney
2017 AICPA Governmental & Not-for-Profit Training Program	Tax Abatements – GASB Statement No. 77	Heather Acker
2017 AICPA Governmental & Not-for-Profit Training Program	GASB Update	Heather Acker
2017 AICPA Governmental & Not-for-Profit Training Program	Understanding and using the GASB Comprehensive Implementation Guide	Heather Acker



Proposal for Winnebago County

Event type	Session topic	Speaker
2017 AICPA Government Audit Quality Center Web Event	2017 State and Local Government Planning Considerations	Heather Acker
2016 GFOA National Conference	Something for Everyone; Adjusting to the OMB's "Super Circular"	Heather Acker
2016 GFOA National Conference	Getting Out Front: Stopping Fraud Before It Starts	Carla Gogin
2016 AICPA Government Audit Quality Center Web Event	2016 State and Local Government Audit Planning Considerations	Carla Gogin
2016 AICPA Governmental and Not-for-Profit Conference	Internal Controls	Heather Acker
2016 AICPA Governmental and Not-for-Profit Conference	Advanced Single Audit Issues	Heather Acker

Recent Illinois conference speaking engagements

Event type	Session topic
2017 Illinois CPA Society	Single Audit: Evaluating and Reporting Findings
2016 Illinois CPA Society	OMB Uniform Guidance Implementation Issues and Lessons Learned
2015 Illinois GFOA	GASB Update and Single Audit Update
2015 Illinois CPA Society	OMB Grant Reform



Proposal for Winnebago County

Complimentary thought leadership and training programs

Baker Tilly's position of leadership, significant involvement in the accounting profession and deep industry and service specialization translates into knowledge we share with our clients. The value of our service is based upon your assessments and expectations. Therefore, going beyond the audit — beyond the necessary reports and opinions — to educate your staff and support your operations is the foundation of the relationship we build our clients. This value includes preparing your organization for changes in accounting standards and industry trends through formal email communications, webinars, hands-on training and other channels.



Complimentary educational opportunities include:

- > **Regular webinars** on topics such as fraud, understanding financial reports, new GASB reporting standards, grant-related topics and cost reduction/revenue maximization. These webinars are free to our clients and qualify for CPE. Webinar recordings are available on our website and can be viewed at any time. Recent webinar topics have included:
 - Creating a sustainable organization: The intersection of finance, technology and human capital
 - Understanding utility finances
 - Fringe benefit taxation for governments
 - Best practices for assessing and selecting an enterprise resource planning system
 - GASB 72: Fair value measurement and application
 - Uniform Guidance: What has changed and how will it impact your single audit
- > Web-based **resource libraries**, including our *Board Governance Resource Center* and our *Uniform Guidance Resource Center*, are available to Baker Tilly clients and feature educational materials on topics important to governments.
- > Our **quarterly newsletter**, *Government Connection*, which features guidance on industry, regulatory and resource optimization issues.
- > In-person **County CFO roundtable** event where county CFO executives can network and discuss issues most important to them
- > **Timely alerts** on laws, regulations or decisions with an immediate or near-future impact on local governments clients.
- > **Routine questions throughout the year fielded by Baker Tilly personnel** who can provide meaningful, timely and realistic guidance; over the years, we have provided guidance to local government clients





Proposal for Winnebago County

Your engagement team

The County seeks a dedicated engagement team with strong audit experience and a background in the state and local government industry. Your Baker Tilly team meets these requirements, offering loyal, knowledgeable and experienced professionals who can overcome challenges and provide Exceptional Client Service.

Resumes for key members of your engagement team are included on the following pages.

Staff continuity

We keep turnover low—and engagement teams intact—by striving to be an employer of choice for talented, committed individuals. In fact, Baker Tilly was recognized as one of the best places to work in several of our offices and nationally.

Our low turnover rate means we can offer a team that is likely to serve you for many years. Our clients appreciate the fact that they get to know the Baker Tilly employees they work with year after year and that they do not have to educate new personnel constantly. Our high level of continuity translates into people who really understand the intricacies of your organization, meaning they are in a position to offer opinions, advice, and insight that are more meaningful to the County. If an employee on your engagement team leaves Baker Tilly, the size of our practice allows us to quickly deploy a replacement with a comparable level of industry and service line experience, thereby minimizing any disruption to your engagement.

We attract some of the best and brightest professionals from top colleges and universities, industry, and national accounting firms because of our unique corporate culture. They come to Baker Tilly to work in an environment that emphasizes the importance of relationships and a Valued Business Advisor approach.

Our firm invests significantly in our employees because we know fulfilled employees lead to satisfied clients. To attract and retain our employees, we promote an organizational culture that encourages creativity, continuous learning, respect, employee appreciation, and—above all—a positive attitude.





Proposal for Winnebago County



Heather S. Acker, CPA

Partner, Public Sector Professional Practice Leader

312 729 8188

heather.acker@bakertilly.com

Heather Acker, Public Sector Professional Practice Leader, has been with Baker Tilly Virchow Krause, LLP since 1997. She is responsible for the quality oversight of the public sector assurance practice of the firm. Throughout her career, she has specialized in serving the needs of state and local government clients. Heather has experience with numerous types of financial and compliance audits including single audits. She has also helped many governments with consultation and implementation of various Governmental Accounting Standards Board (GASB) pronouncements.

Specific experience

- > Leader in Baker Tilly's Professional Practice Group
- > Partner of the financial audits of numerous municipalities and counties
- > Partner of single audits in accordance with the Uniform Guidance
- > Provides technical assistance to local governments in preparing Comprehensive Annual Financial Reports that receive the GFOA certificate for excellence
- > Provides Tax Incremental Financing (TIF), Business Improvement District (BID), and Special Service Area (SSA) auditing, reporting and consulting services
- > Presents audit reports to local government boards and committees
- > Provides GASB strategic planning and implementation services to clients
- > Provides guidance on accounting policies and procedures to improve the operation of the accounting function and strengthen internal controls
- > Provides a variety of accounting and budgeting assistance to municipalities
- > Oversees the Baker Tilly Public Sector Assurance Committee
- > Leads the Baker Tilly Single Audit Committee
- > Oversees firmwide public sector and single audit training and audit methodology updates
- > Performs peer reviews
- > Licensed CPA in Illinois and Wisconsin

Partial client list:

McHenry County, IL
Lake County, IL
McLean County, IL
DuPage County, IL
Will County, IL
Chicago Public Schools
City of Chicago, IL
Waukesha County, WI
Rock County, WI

Plus dozens of single audits for county and municipal governments



Proposal for Winnebago County

Heather Acker, page 2

Industry involvement

- > American Institute of Certified Public Accountants (AICPA)
- > AICPA Government Audit Quality Center (GAQC) Executive Committee (2012–2015)
- > AICPA State and Local Government Expert Panel (2009–2012 and 2015-present)
- > Chair of the AICPA State and Local Government Expert Panel (2016-present)
- > AICPA Peer Review oversight program
- > Government Finance Officers Association (GFOA)
- > GFOA Special Report Review Committee
- > Wisconsin Institute of Certified Public Accountants (WICPA)
- > Illinois Government Finance Officers Association (IGFOA)
- > Wisconsin Government Finance Officers Association (WGFOA)
- > Speaks at national and regional industry conferences
- > Authors published articles on municipal accounting issues
- > Recognized contributor to:
 - AICPA “State and Local Government Audit Guide”
 - AICPA “Government Auditing Standards and Single Audit Guide”
 - AICPA “State and Local Government Audit Risk Alert”
 - AICPA “Government Auditing Standards and Single Audit Risk Alert”
 - AICPA “State and Local Governments Illustrative Financial Statements”

Education

University of Wisconsin–Madison
Bachelor of Business Administration in Accounting

Relevant continuing education

- > AICPA national annual Governmental and Non-profit Training Program (GNTP), speaker
- > AICPA national Governmental Accounting and Auditing Conference (GAAC), speaker
- > Government Financial Officers Association (GFOA) national conferences, speaker
- > AICPA Governmental Audit Quality Center (GAQC) annual webcast updates, speaker
- > AICPA “Single Audit Roundtable” sessions
- > Generally Accepted Government Auditing Standards (Yellow Book) training
- > Accounting and auditing updates (Baker Tilly)
- > Public sector single audit training (Baker Tilly)
- > IT Risk Assessment Standards (RAS) Training for Auditors (Baker Tilly)
- > HIPPA Privacy and Security for Professional Service Providers (Baker Tilly)
- > Independence: Historical Insights and Today’s Rules
- > Common Fraud Schemes in Government” (Baker Tilly)



Proposal for Winnebago County



John W. Rader, CPA, MBA

Director

608 240 2431

john.rader@bakertilly.com

John Rader, director in the public sector practice group has been with Baker Tilly Virchow Krause, LLP since 2001. He specializes in providing financial auditing and consulting services to governmental units including counties, cities, villages and towns, airports, healthcare facilities, and several state agencies.

Specific experience

- > Director-in-charge of accounting and financial auditing services for counties, municipalities and other governmental entities
- > Manages single audits of federal and state awards for counties and municipalities
- > Reviews and provides technical assistance to local governments in preparing Comprehensive Annual Financial Reports that receive the GFOA certificate
- > Provides Tax Incremental Financing (TIF), Business Improvement District (BID), and Special Service Area (SSA) auditing, reporting and consulting services
- > Presents financial and audit reports to government bodies and committees
- > Works on Passenger Facility Charge Reports for FAA
- > Audits several municipal airports and healthcare centers
- > Provides GASB strategic planning and implementation services
- > Assists with consulting services to local and state governments
- > Prior to his employment with Baker Tilly, performed local government audits in the State of Minnesota for seven years
- > Provides various types of accounting assistance
- > Performs agreed upon procedures
- > Licensed to practice in the states of Wisconsin and Illinois

Partial client list:

McHenry County, IL
Lake County, IL
Greater Rockford Airport Authority, IL
Village of Long Grove, IL
City of Fox Lake, WI
City of Mayville, WI
City of Monroe, WI
City of Portage, WI
City of Verona, WI
City of West Bend, WI
Dane County, WI
Marathon County, WI
Shawano County, WI
Village of North Fond du Lac, WI
Village of Mount Horeb, WI
Village of Pewaukee, WI

Industry involvement

- > American Institute of Certified Public Accountant (AICPA)
- > Wisconsin Institute of Certified Public Accountants (WICPA)
- > Wisconsin Government Finance Officers Association (WGFOA)



Proposal for Winnebago County

John W. Rader, page 2

Industry involvement, continued

- > Illinois Government Finance Officers Association (IGFOA)
- > Government Finance Officers Association (GFOA) Certificate of Achievement reviewer
- > Authors articles on internal controls and emerging issues affecting local governments
- > Speaks at industry conferences and Baker Tilly–sponsored seminars

Education

University of Wisconsin–Madison
Bachelor of Science in Economics

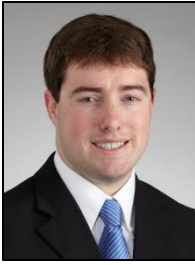
University of St. Thomas–St. Paul, Minnesota
Master of Business Administration; concentration in Accounting

Relevant continuing education

- > Numerous single audit training sessions
- > “HIPAA Privacy and Security for Professional Service Providers” (Baker Tilly)
- > Public sector single audit training (Baker Tilly)
- > GFOA annual GAAP updates
- > “Fraud in Government: Is Your Entity at Risk for Fraud?” (Baker Tilly)
- > Public sector accounting and auditing updates (Baker Tilly)
- > Wisconsin GFOA conferences and meetings
- > AICPA “The 2013 OMB Compliance Supplement and Proposed Single Audit Reforms”
- > Accounting and auditing 2013 “ASL Inspector Training” (Baker Tilly)
- > “IT Risk Assessment Standards (RAS) Training for Auditors” (Baker Tilly)
- > WICPA “Accounting, Auditing, and Financial Management Update”
- > “Independence: Historical Insights and Today’s Rules” (Becker Professional Education)
- > “Believe it, or ...” (Debt issuance, financial policies, and Tax Increment Financing) (Ehlers)



Proposal for Winnebago County



Justin D. Hoagland, CPA

Manager

608 240 2497

justin.hoagland@bakertilly.com

Justin Hoagland, manager with Baker Tilly Virchow Krause, LLP, joined the firm in 2012. He specializes in providing accounting and auditing services, as well as single audits, to state and local government entities. This includes counties, cities, villages, towns and other governmental agencies.

Specific experience

- > Prepares financial statements for state and local governments
- > Assists with single audits of governmental units including cities, towns, villages and counties
- > Assists with financial audits of governmental units including cities, towns, villages and counties
- > Performs audits and compilations of Tax Incremental Financing (TIF) districts
- > Assists clients with implementation of standards of the Governmental Accounting Standards Board (GASB)
- > Licensed CPA in Wisconsin

Industry involvement

- > American Institute of Certified Public Accountants (AICPA)
- > Wisconsin Institute of Certified Public Accountants (WICPA)

Education

University of Wisconsin–Madison
Bachelor of Business Administration in Accounting and Finance

Relevant continuing education

- > Baker Tilly state and local government training session
- > Audit Watch
- > Single audit training sessions
- > Accounting, auditing and financial management update



Proposal for Winnebago County

**Jim Palmer, CPA***Senior Accountant***630 645 6218****james.palmer@bakertilly.com**

Jim Palmer is a senior accountant with Baker Tilly Virchow Krause, LLP's public sector group. He specializes in serving state and local governmental entities. Jim joined the firm in 2012.

Specific experience

- > Performs financial audits of governmental entities, including villages and park districts
- > Assists with financial statement audits of school districts
- > Performs internal control testing following risk assessment standards
- > Performs single audits in accordance with OMB Uniform Guidance
- > Compiles work papers necessary to execute audits

Education

University of Illinois at Urbana-Champaign
Master of Accounting Science
Bachelor of Science in Accounting

Relevant continuing education

- > Performing Single Audits Under the Uniform Guidance for Federal Awards
- > 2015 Single Audit Compliance Supplement
- > GASB 67 and 68 Training
- > Independence: Historical Insights and Today's Rules
- > Public Sector Accounting and Auditing Training
- > 2013 HIPAA Privacy and Security for Professional Service Providers
- > Public Sector Accounting and Auditing Winter Training



Proposal for Winnebago County



Andrea L. Jansen, CPA, CFE

Senior Manager

608 240 2338

andrea.jansen@bakertilly.com

Andrea Jansen is a senior manager with the public sector practice group. She has been with Baker Tilly since 2005. She specializes in providing accounting, auditing, and IT risk assessment services to the public sector including municipalities, counties, utilities, and school districts. Andrea is the public sector leader for Baker Tilly's technology risk community of practice. She is a Certified Fraud Examiner.

Specific experience

- > Leads financial and compliance-related audits of governmental units including cities, towns, villages, and counties, as well as school districts and utilities
- > Leads single audit engagements for municipalities, counties, and school districts
- > Assists clients in implementing new accounting standards
- > Prepares financial statements and other annual reports for governmental entities
- > Provides various types of accounting assistance, agreed-upon-procedures and consulting services
- > Performs compliance and financial audits of Tax Incremental Financing (TIF) districts as well as Business Improvement Districts (BID)
- > Offers recommendations on accounting policies and procedures to strengthen internal controls
- > Licensed CPA in Wisconsin, Illinois, and Massachusetts

Industry involvement

- > American Institute of Certified Public Accountants (AICPA)
- > Wisconsin Institute of Certified Public Accountants (WICPA)
- > Wisconsin Government Finance Officers Association (WGFOA)
- > Recent speaking engagements and webinars:
 - GASB updates: Wisconsin Cities and Villages and the League of Wisconsin Municipalities' Clerks, Treasurers; and Finance Officers Institute (2015)
 - Cybersecurity: It's not just for businesses (Baker Tilly webinar, March 2015)



Proposal for Winnebago County

Andrea Jansen, page 2

Education

University of Wisconsin–Madison
Bachelor of Business Administration in Accounting
Masters of Accountancy

Relevant continuing education

- > WGFOA conferences and accounting updates and workshops
- > Baker Tilly information technology (IT) risk assessment trainings
- > Baker Tilly municipal audit training sessions
- > Baker Tilly single audit training sessions
- > Baker Tilly management workshop
- > “HIPAA Privacy and Security for Professional Service Providers” (Baker Tilly)
- > Public sector accounting and auditing updates (Baker Tilly)
- > Government Finance Officers Association (GFOA) Generally Accepted Accounting Principles (GAAP) update
- > “Fraud in Government: Is Your Entity at Risk for Fraud?” (Baker Tilly)
- > “IT Risk Assessment Standards (RAS) Training for Auditors” (Baker Tilly)
- > AICPA “The 2013 OMB Compliance Supplement and Proposed Single Audit Reforms”
- > “GASB 61” (Baker Tilly)
- > AICPA “Service Organization Control Reports: Reporting After SAS 70”
- > “Independence: Historical Insights and Today’s Rules” (Becker Professional Education)



Proposal for Winnebago County

Professional fees

We have prepared a fee estimate for the County based on the needs and objectives you have shared with us and our experience conducting similar audit engagements with clients in the state and local government industry. Our estimate allows for thorough and insightful advice and services from experienced professionals without unnecessary add-ons or start-up charges.

Please refer to the fees below.

We will not bill the County for routine phone calls or for first-year start-up or transition time. In the event a unique or complex issue arises, we will work with you to determine the level of assistance required and arrange an appropriate fee for our services. We always will tell you if the assistance you require is outside the scope of our agreed-upon engagement.

Assumptions

The quoted professional fees assume the auditors will assist with preparation of the financial statement schedules and notes. The County will prepare the GASB 34 conversation entry support, statistical section, management's discussion and analysis, and transmittal letter.

We understand the accounting records will be reconciled and supporting work papers will be available at the start of our audit. Minimal auditor journal entries are anticipated.

SCHEDULE OF PROFESSIONAL FEES AND EXPENSES FOR THE AUDIT OF THE FINANCIAL STATEMENTS

Costs to perform the following:	2017	2018	2019
Forest Preserve Annual Financial Report	14,000	14,500	15,000
Single Audit and County Financial Audit	123,000	126,000	129,000
County Circuit Clerk Financial Audit	12,000	12,300	12,700
Total	149,000	152,800	156,700

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

Submitted by: Finance Committee

2017 CR

**RESOLUTION AUTHORIZING HIRING OF THE LAW FIRM OF ROBBINS
SCHWARTZ TO REPRESENT THE COUNTY OF WINNEBAGO, COUNTY
BOARD CHAIRMAN FRANK HANEY AND COUNTY TREASURER SUSAN
GORAL IN WINNEBAGO COUNTY CASE 2017-MR-658**

WHEREAS, Winnebago County, County Board Chairman Frank Haney, and County Treasurer Susan Goral have been named as defendants in Case 2017-MR-658 filed in the Circuit Court for the 17th Judicial Circuit, Winnebago County; and

WHEREAS, it is the duty of the Winnebago County State's Attorney to defend the County in its elected officials in such suits; and

WHEREAS, it has become necessary for the Winnebago County State's Attorney to recuse himself from representing the defendants in this lawsuit; and

WHEREAS, the Winnebago County State's Attorney has sought alternative public agency representation of the defendants pursuant to 55 ILCS 5/3-9008(a-20); and

WHEREAS, no public agency has volunteered to represent the defendants in the lawsuit; and

WHEREAS, the Court in the lawsuit has authorized the defendants to engage the services of private counsel to represent them in the lawsuit.

NOW, THEREFORE, BE IT RESOLVED, by the County Board of the County of Winnebago that the Chairman of the County Board of the County of Winnebago is authorized and directed to execute an engagement agreement with the law firm of Robbins Schwartz to represent the defendants in 2017-MR-658 substantially in the form of the agreement that is attached hereto as Exhibit A.

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

BE IT FURTHER RESOLVED, that the Clerk of the County Board is hereby authorized to prepare and deliver certified copies of this Resolution to the Winnebago County State's Attorney and to Attorney Joseph J. Perkoski at Robbins Schwartz, 55 W. Monroe St, Suite 800, Chicago, Illinois 60603-5144.

JOSEPH J. PERKOSKI
jperkoski@robbins-schwartz.com

October 24, 2017

Mr. Frank Haney
Chairman
Winnebago County
404 Elm Street
Rockford, IL 61101

**VIA ELECTRONIC MAIL
PRIVILEGED AND CONFIDENTIAL**

Re: Engagement of Robbins Schwartz

Dear Mr. Haney:

This confirms our recent discussion concerning engagement of Robbins Schwartz to provide legal services to Winnebago County. As discussed the County is retaining my firm on a single project basis. For such services, Robbins Schwartz will provide the County with a discounted hourly billing rate \$225 an hour for attorneys and \$125 an hour for paralegal. Travel time will be no charge. We generally bill on a quarter hour basis and issue fee invoices monthly. Invoices are provided in a detailed billing description format.

As with all legal engagements, the County may discontinue this engagement at any time without further obligation other than any fees billed through the date of termination.

Please have the letter signed by the appropriate representative in the space below and return a copy to my attention.

We look forward to the opportunity to work with you and the County.

Very truly yours,

ROBBINS SCHWARTZ



By: Joseph J. Perkosi

JJP/sel

I have read the above Engagement Letter and agree and accept all of the terms and conditions as set forth therein.

Dated: _____

Name: _____
Frank Haney, Chairman

EXHIBIT A

2017 Fiscal Year

Sponsored by: Ted Biondo, Committee Chairman
Finance Committee

Finance: 09/28/2017
Lay Over: 09/28/2017
Final Vote: 09/28/2017

2017 CO

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

Your Finance Committee presents the following Ordinance amending the Annual Appropriation Ordinance for the fiscal year ending September 30, 2017 and recommends its adoption.

ORDINANCE

WHEREAS, the Winnebago County Board adopted the "Annual Budget and Appropriation Ordinance" for the fiscal year ending September 30, 2017 at its September 29, 2016 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 the 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 following increases are hereby authorized.

2017-029 Detention Center

Reason: The request is for an increase in the detention home budget to cover the cost of hiring 4 additional staff. The need for the positions was created by the imposition of Supreme Court Rule 942 and the Detention Center taking on responsibility of transporting remanded minors from the court. The total 2017 cost of this request is approximately \$115,000. However, savings from leaving other positions open can be utilized to bring the request down to \$50,000.

Alternative: N/A

Impact to fiscal year 2018 budget: The estimated annual cost for these four positions is \$205,140. This calculated as follows: Base Salary \$131,098; Shift Differential \$546; Health Insurance \$68,000; Life Insurance \$96; and Temporary Salaries \$5,400.

Revenue: No additional revenue streams are anticipated. Therefore, the request would be funded from the Detention Home Fund.

Regular Salaries	43100	41110	\$35,000
Health Insurance	43100	41211	\$15,000
		<u>Total Adjustment:</u>	<u>\$50,000</u>

2017
WINNEBAGO COUNTY
FINANCE COMMITTEE
REQUEST FOR BUDGET AMENDMENT

DATE SUBMITTED: 9/28/2017		AMENDMENT NO: 2017-029				
DEPARTMENT: Detention Center		SUBMITTED BY:				
FUND#: 131		DEPT. BUDGET NO.		43100		

DEPT CODE	ACCT. NO.	ACCOUNT DESCRIPTION	BEGINNING BUDGET	ADJUSTED BUDGET	INCREASE (DECREASE)	REVISED BUDGET AMOUNT
43100	41110	Regular salaries	\$1,695,586	\$1,695,586	\$35,000	\$1,730,586
43100	41211	Health insurance	\$376,586	\$376,586	\$15,000	\$391,586
TOTAL ADJUSTMENT:					\$ 50,000	\$2,122,172

Reason budget amendment is required:

The request is for an increase in the detention home budget to cover the cost of hiring 4 additional staff. The need for the positions was created by the imposition of Supreme Court Rule 942 and the Detention Center taking on responsibility of transporting remanded minors from the court. The total 2017 cost of this request is approximately \$115,000. However, savings from leaving other positions open can be utilized to bring the request down to \$50,000.

Potential alternatives to budget amendment:

Impact to fiscal year 2018 budget:

The estimated annual cost for these four positions is \$205,140. This calculated as follows: Base Salary \$131,098; Shift Differential \$546; Health Insurance \$68,000; Life Insurance \$96; and Temporary Salaries \$5,400.

Revenue Source:

No additional revenue streams are anticipated. Therefore, the request would be funded from the Detention Home Fund.

Approval by staff liaison: *Carla Paschall*

2017 Fiscal Year

Sponsored by: Ted Biondo, Committee Chairman
Finance Committee

Finance: 09/28/2017
Lay Over: 09/28/2017
Final Vote: 09/28/2017

2017 CO

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

Your Finance Committee presents the following Ordinance amending the Annual Appropriation Ordinance for the fiscal year ending September 30, 2016 and recommends its adoption.

ORDINANCE

WHEREAS, the Winnebago County Board adopted the "Annual Budget and Appropriation Ordinance" for the fiscal year ending September 30, 2017 at its September 29, 2016 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 the 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 following increases are hereby authorized.

2017-030 Circuit Court

Reason: Budget amendment request for Full-Time Bailiff.

Alternative: A part-time employee - This is inadequate because our existing staff levels are insufficient.

Impact to fiscal year 2018 budget: The annualized salary of an entry level court bailiff is approximately \$27,400. Benefit costs could range between zero and \$15,500.

Revenue: General Fund or alternatively, the 1% PSST Fund 40109

Regular Salary	32000	41110	<u>\$13,700</u>
		<u>Total Adjustment:</u>	<u>\$13,700</u>

2017
WINNEBAGO COUNTY
FINANCE COMMITTEE
REQUEST FOR BUDGET AMENDMENT

DATE SUBMITTED: 9/28/2017 AMENDMENT NO: 2017-030						
DEPARTMENT: Circuit Court				SUBMITTED BY:		
FUND#: 0001				DEPT. BUDGET NO. 32000		
DEPT CODE	ACCT. NO.	ACCOUNT DESCRIPTION	BEGINNING BUDGET	ADJUSTED BUDGET	INCREASE (DECREASE)	REVISED BUDGET AMOUNT
32000	41110	Reg. Salary	\$979,144	\$979,144	\$13,700	\$992,844
TOTAL ADJUSTMENT:					\$ 13,700	\$992,844
Reason budget amendment is required:						
See attached correspondence						
Potential alternatives to budget amendment:						
A part-time employee - This is inadequate because our existing staff levels are insufficient. See attached correspondence.						
Impact to fiscal year 2018 budget:						
The annualized salary of an entry level court bailiff is approximately \$27,400. Benefit costs could range between zero and \$15,500.						
Revenue Source:						
General Fund or alternatively, the 1% PSST Fund 40109						
Approval by staff liaison: <i>Carol Paschal</i>						

THOMAS R. JAKEWAY
Trial Court Administrator



WINNEBAGO COUNTY COURTHOUSE
400 WEST STATE STREET - ROOM 215
ROCKFORD, ILLINOIS 61101
PHONE (815) 319-4830

February 27, 2017

Carla Paschal, County Administrator
Winnebago County Board Office
404 Elm Street
Rockford IL 61101

RE: Required Bailiff Hiring

Dear Carla,

Based on a recent amendment to the Associate Judges Act (P.A. 99-520), the Illinois Supreme Court authorized the 17th Circuit Court to increase its number of Associate Judges from fourteen to fifteen. Attorney Donald P. Shriver has been selected for this new judgeship and will take office on March 3, 2017.

Bailiffs play a critical role in court operations. Bailiffs not only maintain security within the courtrooms but also assist the presiding judges by orchestrating each court call and the flow of litigants and cases. They work hand-in-hand with Winnebago County Corrections to ensure that inmates are transported as efficiently as possible. Bailiffs are trained to recognize and respond to disability and language access needs, and in a more generic sense are the court's *customer service representatives* in the courtroom.

Currently, 22 bailiffs serve the 21 presiding judges in Winnebago County. Even maintaining a simple 1:1 ratio of bailiffs to judges is a persistent challenge and is less than ideal.

By way of example, all judges with felony caseloads regularly conduct *felony status calls* in the Winnebago County Criminal Justice Center. It is common to have 50 or more defendants facing felony charges scheduled on a single felony status call. Any high volume call, especially these felony status calls, require more than one bailiff to safely oversee the proceedings.

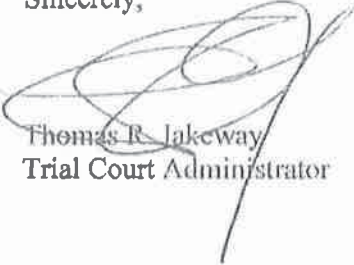
Similarly, jury trials necessitate more than one bailiff. One bailiff is needed to oversee the movement and sanctity of the jury while at least one other bailiff is needed to maintain order in the courtroom.

Other unique case characteristics prompt additional staffing needs, such as alleged gang activity, high-profile cases, and matters in which parties have made threats or acted unruly during past court appearances. Because volatile situations can arise in any context, the bailiffs and the Winnebago County Sheriff's Department maintain a shared electronic calendar to identify and track matters that require additional security needs.

With the addition of a new judge and the operation of a new courtroom, it is necessary for the court to hire an additional bailiff. Current staffing levels are inadequate and put court staff and the public at risk.

Attached is a copy of my posting for this new position. The estimated cost of this position for the reaming six month of this fiscal year, not factoring in benefits, is approximately \$13,700. Prior to being charged back \$15,550 for early retirement expenses, the circuit court was running a combined personnel shortfall of approximately \$7,165.

Sincerely,



Thomas R. Jakeway
Trial Court Administrator

cc: Joseph G. McGraw, Chief Judge
Frank Haney, Winnebago County Chairman

17th JUDICIAL CIRCUIT COURT OF ILLINOIS - WINNEBAGO COUNTY

BARGAINING UNIT VACANCY: BAILIFF – FULL-TIME POSITION

COMPENSATION: \$13.00 per hour, plus benefits

HOURS: 8:00 A.M. - 5:00 P.M. - Monday through Friday, however, some evening and Saturday overtime possible.

LOCATION: Winnebago County Court Facilities, Rockford, Illinois

JOB RESPONSIBILITIES: Maintain security within assigned courtrooms and facility environments, including jury rooms, chambers areas and adjacent secure hallways. Assist judges with the coordination and scheduling of witnesses, attorneys, litigants, prisoners and the general public. Work in collaboration with law enforcement and courthouse security regarding security of the courthouse during medical emergencies, building evacuations, civil disturbances or other emergency situations. Responsible for stocking the courtrooms with required forms. Assist the court with the routing of paperwork and all other duties as assigned.

JOB REQUIREMENTS: A high school diploma is required. Law enforcement experience and/or training, knowledge of the judicial system and/or a security background is desirable. First aid and/or crisis management experience is preferred. Excellent interpersonal and communication skills are required. Ability to maintain confidentiality is essential.

HOW TO APPLY: A Cover Letter, Resume and Employment Application may be submitted to:

**Thomas R. Jakeway
Trial Court Administrator
Winnebago County Courthouse
400 West State Street, Room 215
Rockford, Illinois 61101**

Employment applications are available at the address above and also are available online at:
www.17thcircuit.illinoiscourts.gov

Be advised that all offers of employment are conditional, subject to a satisfactory background review and medical examination, including drug testing.

POSTED: 2-28-2017

EXPIRES: 3-14-2017

AN EQUAL OPPORTUNITY EMPLOYER

2017 Fiscal Year

Sponsored by: Ted Biondo, Committee Chairman
Finance Committee

Finance: 09/28/2017
Lay Over: 09/28/2017
Final Vote: 09/28/2017

2017 CO

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

Your Finance Committee presents the following Ordinance amending the Annual Appropriation Ordinance for the fiscal year ending September 30, 2016 and recommends its adoption.

ORDINANCE

WHEREAS, the Winnebago County Board adopted the “Annual Budget and Appropriation Ordinance” for the fiscal year ending September 30, 2017 at its September 29, 2016 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 the 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 following increases are hereby authorized.

2017-031 Prob 1% Fund

Reason: To reverse budget amendment 2017-002

Alternative: None – need to restore budget to original amounts.

Impact to fiscal year 2018 budget: None.

Revenue: Public safety sales tax fund

Regular Salaries	40110	41110	\$112,254
Health Insurance	40110	41211	\$40,900
Life Insurance	40110	41221	\$112
FICA	40110	41241	\$8,608
IMRF	40110	41231	<u>\$11,252</u>
		<u>Total Adjustment:</u>	<u>\$173,126</u>

2017
WINNEBAGO COUNTY
FINANCE COMMITTEE
REQUEST FOR BUDGET AMENDMENT

DATE SUBMITTED: 9/28/2017 AMENDMENT NO: 2017-031						
DEPARTMENT: Probation 1% Fund SUBMITTED BY:						
FUND#: 0101 DEPT. BUDGET NO. 40110						
DEPT CODE	ACCT. NO.	ACCOUNT DESCRIPTION	BEGINNING BUDGET	ADJUSTED BUDGET	INCREASE (DECREASE)	REVISED BUDGET AMOUNT
40110	41110	Regular salaries	\$391,186	\$278,932	\$112,254	\$391,186
40110	41211	Health insurance	\$107,559	\$66,659	\$40,900	\$107,559
40110	41221	Life insurance	\$339	\$227	\$112	\$339
40110	41241	FICA	\$0	(\$8,608)	\$8,608	\$0
40110	41231	IMRF	\$0	(\$11,252)	\$11,252	\$0
TOTAL ADJUSTMENT:					\$ 173,126	\$499,084
Reason budget amendment is required:						
To reverse budget amendment 2017-002						
Potential alternatives to budget amendment:						
None - need to restore budget to original amount						
Impact to fiscal year 2018 budget:						
None						
Revenue Source:						
Public safety sales tax fund						
Approval by staff liaison: <i>Carol Paschal</i>						

2017 Fiscal Year

Sponsored by: Ted Biondo, Committee Chairman
Finance Committee

Finance: 09/28/2017
Lay Over: 09/28/2017
Final Vote: 09/28/2017

2017 CO

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

Your Finance Committee presents the following Ordinance amending the Annual Appropriation Ordinance for the fiscal year ending September 30, 2016 and recommends its adoption.

ORDINANCE

WHEREAS, the Winnebago County Board adopted the “Annual Budget and Appropriation Ordinance” for the fiscal year ending September 30, 2017 at its September 29, 2016 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 the 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 following increases are hereby authorized.

2017-032 Circuit Court & Public Defender

Reason: The ability to conduct legal research is essential for attorneys and judges in order for them to perform their jobs. The Circuit Court, the Public Defender’s Office and the State’s Attorney’s Office have joined together in a single contract to obtain the best possible price for legal research needs from Thomson Reuters. The specific tool used is called WestLaw. WestLaw is an electronic subscription that allows users to access different databases maintained by Thomson Reuters. Users on our shared account have access to only the basic, minimum required databases for Illinois and Federal cases and statutes. Prior to FY17, the Winnebago County Law Library funded user subscriptions for individuals in the Circuit Court and Public Defender’s Office. The Law Library is unable to bear the cost in FY17 due to continued reductions in its operational funds.

Alternative: None

Impact to fiscal year 2018 budget: Equivalent funds will need to be budgeted for FY18

Revenue Source: General Fund or alternatively the 1% PSST

Books, periodical, etc	32000	42120	\$20,000
Books, periodical, etc	34000	42120	<u>\$29,000</u>
		<u>Total Adjustment:</u>	<u>\$49,000</u>

2017
WINNEBAGO COUNTY
 FINANCE COMMITTEE
 REQUEST FOR BUDGET AMENDMENT

DATE SUBMITTED: 9/28/2017 AMENDMENT NO: 2017-032						
DEPARTMENT: Circuit Court & Public Defender						
SUBMITTED BY:						
FUND#: 0001			DEPT. BUDGET NO. 32000 & 34000			
DEPT CODE	ACCT. NO.	ACCOUNT DESCRIPTION	BEGINNING BUDGET	ADJUSTED BUDGET	INCREASE (DECREASE)	REVISED BUDGET AMOUNT
32000	42120	Books, periodicals, etc.	\$5,000	\$5,000	\$20,000	\$25,000
34000	42120	Books, periodicals, etc.	\$6,000	\$6,000	\$29,000	\$35,000
TOTAL ADJUSTMENT:					\$ 49,000	\$60,000
Reason budget amendment is required:						
See attached correspondence.						
Potential alternatives to budget amendment:						
None						
Impact to fiscal year 2018 budget:						
Equivalent funds need to be budgeted for fiscal year 2018						
Revenue Source:						
General Fund or alternately the 1% PSST						
Approval by staff liaison: <i>Carla Paschal</i>						

17th JUDICIAL CIRCUIT COURT

Thomas R. Jakeway
Trial Court Administrator



WINNEBAGO COUNTY COURTHOUSE
400 WEST STATE STREET - ROOM 215
ROCKFORD, ILLINOIS 61101
PHONE (815) 319-4830 FAX: (815) 319-4801

April 7, 2017

Ms. Carla Paschal
Chief Financial and Budget Officer
Winnebago County Board Office
Administration Building
404 Elm Street, Room 533
Rockford IL 61101

Re: Circuit Court & Public Defender Westlaw Amendment

Dear Ms. Paschal,

The ability to conduct legal research is essential for attorneys and judges in order for them to perform their jobs. The Circuit Court, the Public Defender's Office and the State's Attorney's Office have joined together on a single contract to obtain the best possible price for legal research needs from Thomson Reuters. The specific tool used is called WestLaw.

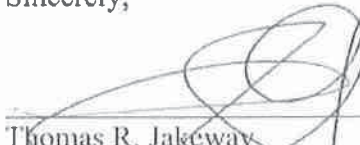
WestLaw is an electronic subscription that allows users to access different databases maintained by Thomson Reuters. Users on our shared account have access to only the basic, minimum required databases for Illinois and Federal cases and statutes.


Prior to this fiscal year (FY17) the Winnebago County Law Library funded user subscriptions for individuals in the Circuit Court and Public Defender's Office. The Law Library is unable to bear this cost in FY17 due to continued reductions in its operational funds. The Law Library is funded by civil filing fees and its revenue has decreased as filings in certain civil case types have decreased.

17th JUDICIAL CIRCUIT COURT

The decision to move these expenses from the Law Library to the Circuit Court and Public Defender was made after the FY17 budget was approved. Legal research is an essential tool. We do not have funds to transfer from other budgeted line-items to cover this expense.

Sincerely,



Thomas R. Jakeway
Trial Court Administrator

David Doll
Public Defender

**To view the
FY2018 Budget Proposal, go to
[http://wincoil.us/featured-
items/fy2018-budget-proposal/](http://wincoil.us/featured-items/fy2018-budget-proposal/)**

2017 CO

ANNUAL APPROPRIATION ORDINANCE

WHEREAS, The herein contained annual budget has been prepared in accordance with “An Act in Relation to the Budgets of Counties Not Required by Law to Pass an Annual Appropriation Bill”, as amended; and,

WHEREAS, The Finance Committee of the County Board of the County of Winnebago, State of Illinois, has received the herein contained estimated revenues, expenditure budgets and appropriations for the various departments and funds for the fiscal year beginning October 1, 2017 and ending September 30, 2018; and,

WHEREAS, said schedule of appropriations which specified the several objects and purposes of each item of expense is to be known as the Annual Appropriation Ordinance. Also, said Annual Appropriation Ordinance applies to the various Federal and State Grants that are approved by the County Board or County Health Board and appropriate funding agency.

NOW, THEREFORE, BE IT ORDAINED, by the County Board of the County of Winnebago, Illinois, that the amounts and purposes herein specified, or so much thereof as may be authorized by law, as may be needed, be and the same are hereby appropriated from the following funds: General Fund, Public Health/Grants Fund, Detention Home Fund, County Highway Fund, County Bridges Fund, Federal Aid Matching Fund, Motor Fuel Tax Fund, Historical Museum Fund, Animal Services Fund, Veteran’s Assistance Fund, Employer Social Security Fund, Illinois Municipal Retirement Funds, Tort Judgment and Liability Insurance Fund, Health Insurance Fund, River Bluff Nursing Home Fund, Internal Services Fund, Law Library Fund, River Bluff Nursing Home Operations Fund, Recorder’s Document Fee Fund, Court Security Fee Fund, Document Storage Fund, Probation Service Fee Fund, 2008A Siren Debt Certificate Bond Fund, Court Automation Fund, Children’s Waiting Room Fund, State’s Attorney Victim/Witness Juvenile Grant, State’s Attorney Termination of Parental Rights Grant, State’s Attorney IL Criminal Justice Authority Grant, State’s Attorney Prosecutor Based Victim Assistance Grant, State’s Attorney Victim/Witness Grant, IDHA Demolition Grant Fund, CS – Drug Court Enforcement Grant, CS – Family Violence Grant, Circuit Court Juvenile Court Improvement, Circuit Court Juvenile GAL Grant, Circuit Court Adult Re-Deploy Drug Court, Circuit Court Youth Recovery Court, Circuit Court COE ICJIA/JAG Grant, Circuit Court Grants to Encourage Arrest, Circuit Court DV Homicide II, Circuit Court DV Mentor Court, Circuit Court Justice for Families, Circuit Court DV Homicide Grant, Child Support & Collection Fee Fund, Marriage Fund, Treasurer Delinquent Tax Fund, WinGIS Agency Geog. Info. System Fund; WinGIS Geog. (County Share) Fund; 9-1-1 Operations Fund, Children’s Advocacy Project Fund, Vital Records Fee Fund, Public Safety Sales Tax Fund, Victim Impact Panel Fee Fund, Host Fee Fund, Recorder’s Housing Fee Fund, 2008A Debt Certificates, 2009A Court and Case Management Bond Fund, Neutral Site Custody Exchange Fee Fund, 2010C Health Building Bond Fund, 2011B Refunded Alternate Bonds, 555 North Court Street Operations Fund, Coroner’s Office Fee Fund, Deferred Prosecution Program Fund, 2007A Federal Aid Matching Bond Fund, 2010A Tort Judgment Bond Fund, 2012A Debt Certificates Fund, 2012B Refunding Bond Fund, 2012C Refunding Bond Fund, 2012D Refunding Bond Fund, 2012E Debt Certificates Bond Fund, 2012F Alternate Bond Fund, 2012G Alternate Bond Fund, 2013A

Refunding Bond Fund, 2013B Refunding Bond Fund, 2013C Debt Certificates Fund, 2013E Debt Certificates Fund, 2015A Debt Certificates Bond Fund, 2016A Refunding Bond Fund, 2016D Refunding Bond Fund, 2016E Refunding Bond Fund, 2017A Debt Certificate Fund, 2017B Refunding Bond Fund, 2017C Refunding Bond Fund, Juvenile Justice Center Remodel Fund, I39/Baxter Water System Project Fund, 2015A Project Fund, 2016B Debt Certificates – Mulford to Edison Fund, Mortgage Foreclosure Mediation Fund, for the fiscal year beginning October 1, 2017 and ending September 30, 2018; and,

BE IT FURTHER ORDAINED, that the object classifications to be used to identify the objects of expenditures within the various appropriations shall be known as personnel; supplies and services, capital outlays; debt service; transfers;

BE IT FURTHER ORDAINED, that the staffing schedule included in the narrative portion of the budgets shall be the authorized positions for those departments of offices whose personnel fall under the jurisdiction of the County Board subject to available funding in the departmental budget.

BE IT FURTHER ORDAINED, that the clerk of the County Board of the County of Winnebago, Illinois shall deliver a certified copy of this Ordinance to the County Clerk.

2017 CO

TAX LEVY GENERAL FUND

WHEREAS, the Finance Committee of the County Board of Winnebago County, State of Illinois, has reviewed the estimated revenue and expenditure budget for the fiscal year October 1, 2017 through September 30, 2018; and,

WHEREAS, said expenditure budget is for the purposes of paying the expenses of general county government as set forth in “An Act to Revise the Law in Relation to Counties”, as amended.

NOW, THEREFORE BE IT ORDAINED, that there be and is hereby levied the sum of Thirteen Million, Three Hundred Thousand Dollars (\$13,300,000) on all the taxable property in the County of Winnebago, State of Illinois, as a “General Corporate Tax”: for the year 2017 and that the County Clerk of said county be and is hereby authorized and directed to extend a rate of taxation that will produce said amount for the objects and purposes as set forth in the General County Fund 2018 Appropriations; and

BE IT FURTHER ORDAINED, that the Clerk of the County Board of the County of Winnebago, Illinois shall deliver a certified copy of this Ordinance to the County Clerk.

2017 CO
TAX LEVY
COUNTY PUBLIC HEALTH FUND

WHEREAS, the Finance Committee of the County Board of Winnebago County, State of Illinois, has reviewed the estimated revenue and expenditure budget for the Fiscal Year October 1, 2017 through September 30, 2018; and,

WHEREAS, said expenditure budget is for the purposes set forth in “An Act in Relation to the Establishment and Maintenance of County and Multiple County Public Health Departments,” as amended.

NOW, THEREFORE, BE IT ORDAINED, that there be and is hereby levied the sum of Two Million, Six Hundred Nine Thousand, Eight Hundred Seventy-Eight Dollars (\$2,609,878) on all the taxable property in the County of Winnebago, State of Illinois, as a “county public health fund tax”: for the year 2017 and that the County Clerk of said County be and is hereby authorized and directed to extend a rate of taxation that will produce said amount for the objects and purposes as set forth in the County Public Health Fund 2018 Appropriations; and

BE IT FURTHER ORDAINED, that the Clerk of the County Board of the County Of Winnebago, Illinois shall deliver a certified copy of this ordinance to the County Clerk.

2017 CO

TAX LEVY DETENTION HOME FUND

WHEREAS, the Finance Committee of the County Board of Winnebago County, State of Illinois, has reviewed the estimated revenue and expenditure budget for the fiscal year October 1, 2017 through September 30, 2018; and,

WHEREAS, said expenditure budget is for the purposes set forth in “An Act to Authorities to Provide for the Temporary Care and Custody of Dependent, Delinquent, or Truant Children, and to Levy and Collect a Tax for the Purpose.”

NOW, THEREFORE, BE IT ORDAINED, that there be and is hereby levied the sum of One Million, Four Hundred Sixty-Five Thousand Dollars (\$1,465,000) on all the taxable property in the County of Winnebago, State of Illinois, for the year 2017 for the purpose of purchasing, erecting, leasing, or otherwise providing, establishing, supporting, and maintaining such detention home, and said tax was authorized by the legal voters of the County of Winnebago on November 2, 1954. the County Clerk of said County be and is hereby authorized and directed to extend a rate of taxation that will produce said amount for the objects and purposes as set forth in the Detention Home Fund 2018 Appropriations; and

BE IT FURTHER ORDAINED, that the Clerk of the County Board of the County of Winnebago, Illinois shall deliver a certified copy of this Ordinance to the County Clerk.

2017 CO

TAX LEVY COUNTY HIGHWAY FUND

WHEREAS, the Finance Committee of the County Board of Winnebago County, State of Illinois, has reviewed the estimated revenue and expenditure budget for the fiscal year October 1, 2017 through September 30, 2018; and,

WHEREAS, said expenditure budget is for the purposes of paying the expenses of General County Government as set forth in "Illinois Highway Code," as amended.

NOW, THEREFORE, BE IT ORDAINED, that there be and is hereby levied the sum of Two Million, Five Hundred Thirty-Eight Thousand Dollars (\$2,538,000) on all the taxable property in the County of Winnebago, State of Illinois, for the said year 2017, as a "County Highway Tax": for the purpose set forth in chapter 121, paragraph 5-401 and 5-601 of the Illinois Revised Statutes - 1981 and that the County Clerk of said County be and is hereby authorized and directed to extend a rate of taxation that will produce said amount for the objects and purposes as set forth in the County Highway Fund 2018 Appropriations; and

BE IT FURTHER ORDAINED, that the Clerk of the County Board of the County of Winnebago, Illinois shall deliver a certified copy of this Ordinance to the County Clerk.

2017 CO
TAX LEVY
COUNTY BRIDGE FUND

WHEREAS, The Finance Committee of the County Board of Winnebago County, State of Illinois, has reviewed the estimated revenue and expenditure budget for the fiscal year October 1, 2017 through September 30, 2018; and,

WHEREAS, said expenditure budget is for the purposes of paying the expenses of General County Government as set forth in "Illinois Highway Code," as amended.

NOW, THEREFORE, BE IT ORDAINED, that there be and is hereby levied the sum of Three Hundred Seventy-Seven Thousand Dollars (\$377,000) on all the taxable property in the County of Winnebago, State of Illinois, for the said year 2017, as a "County Bridge Tax": for the purpose of constructing any bridge or bridges over a stream, or any approach or approaches thereto by means of an embankment or trestle work on a public road, as provided by law and that the County Clerk of said County be and is hereby authorized and directed to extend a rate of taxation that will produce said amount for the objects and purposes as set forth in the County Bridge Fund 2018 Appropriations; and

BE IT FURTHER ORDAINED, that the Clerk of the County Board of the County of Winnebago, Illinois shall deliver a certified copy of this Ordinance to the County Clerk.

2017 CO

TAX LEVY FEDERAL AID MATCHING FUND

WHEREAS, the Finance Committee of the County Board of Winnebago County, State of Illinois, has reviewed the estimated revenue and expenditure budget for the fiscal year October 1, 2017 through September 30, 2018; and,

WHEREAS, said expenditure budget is for the purposes of paying the expenses of General County Government as set forth in "Illinois Highway Code," as amended.

NOW, THEREFORE, BE IT ORDAINED, that there be and is hereby levied the sum of One Million, Seven Hundred Eighty Thousand Dollars (\$1,780,000) on all the taxable property in the County of Winnebago, State of Illinois, for the said year 2017, as a "Federal Aid Matching Tax": for the purpose of providing funds for the proportionate share of the expenses in construction of highways in the federal aid secondary system, as provided by law, in chapter 121, paragraph 5-603, of the Illinois Revised Statutes - 1981, and that the County Clerk of said County be and is hereby authorized and directed to extend a rate of taxation that will produce said amount for the objects and purposes as set forth in the Federal Aid Matching Fund 2018 Appropriations; and

BE IT FURTHER ORDAINED, that the Clerk of the County Board of the County of Winnebago, Illinois shall deliver a certified copy of this Ordinance to the County Clerk.

2017 CO

TAX LEVY VETERANS ASSISTANCE FUND

WHEREAS, the Finance Committee of the County Board of Winnebago County, State of Illinois, has reviewed the estimated revenue and expenditure budget for the fiscal year October 1, 2017 through September 30, 2018; and,

WHEREAS, said expenditure budget is for the purposes of paying the expenses of General County Government as set forth in the “An Act to Revise the Law in Relation to Counties”, as amended.

NOW, THEREFORE, BE IT ORDAINED, that there be and is hereby levied the sum of Five Hundred Seventy Thousand Dollars (\$570,000) on all the taxable property in the County of Winnebago, State of Illinois, for the said year 2017, as a “Veterans Assistance Tax”: and that the County Clerk of said County be and is hereby authorized and directed to extend a rate of taxation that will produce said amount for the objects and purposes as set forth in the Veterans Assistance Fund 2018 Appropriations; and

BE IT FURTHER ORDAINED, that the Clerk of the County Board of the County of Winnebago, Illinois shall deliver a certified copy of this Ordinance to the County Clerk.

2017 CO

TAX LEVY

TORT JUDGMENT AND LIABILITY INSURANCE FUND

WHEREAS, The Finance Committee of the County Board of Winnebago County, State of Illinois, has reviewed the estimated revenue and expenditure budget for the fiscal year October 1, 2017 through September 30, 2018; and,

WHEREAS, said expenditure budget is for the purposes of paying the expenses of General County Government as set forth in the "Local Governmental and Governmental Employees Tort Immunity Act," as amended.

NOW, THEREFORE, BE IT ORDAINED, that there be and is hereby levied the sum of Four Million, Thirty-Four Thousand Dollars (\$4,034,000) on all the taxable property in the County of Winnebago, State of Illinois, for the said year 2017, as a "Tort Judgment and Liability Insurance Tax": and that the County Clerk of said County be and is hereby authorized and directed to extend a rate of taxation that will produce said amount for the objects and purposes as set forth in the Tort Judgment and Liability Insurance Fund 2018 Appropriations; and

BE IT FURTHER ORDAINED, that the Clerk of the County Board of the County of Winnebago, Illinois shall deliver a certified copy of this Ordinance to the County Clerk.

2017 CO

TAX LEVY ILLINOIS MUNICIPAL RETIREMENT FUND

WHEREAS, The Finance Committee of the County Board of Winnebago County, State of Illinois, has reviewed the estimated revenue and expenditure budget for the fiscal year October 1, 2017 through September 30, 2018 and,

WHEREAS, said expenditure budget is for the purposes of paying the expenses of General County Government as set forth in the "Illinois Pension code," as amended.

NOW, THEREFORE, BE IT ORDAINED, that there be and is hereby levied the sum of Six Million, Four Hundred Fifty-Seven Thousand, One Hundred Twenty-Two Dollars (\$6,457,122) on all the taxable property in the County of Winnebago, State of Illinois, for the said year 2017, as a "Illinois Municipal Retirement Fund Tax": and that the County Clerk of said County be and is hereby authorized and directed to extend a rate of taxation that will produce said amount for the objects and purposes as set forth in the Illinois Municipal Retirement Fund 2018 Appropriations; and

BE IT FURTHER ORDAINED, that the Clerk of the County Board of the County of Winnebago, Illinois shall deliver a certified copy of this ordinance to the County Clerk.

2017 CO

TAX LEVY

SOCIAL SECURITY AND MEDICARE FUND

WHEREAS, The Finance Committee of the County Board of Winnebago County, State of Illinois, has reviewed the estimated revenue and expenditure budget for the fiscal year October 1, 2017 through September 30, 2018; and,

WHEREAS, said expenditure budget is for the purposes of paying the expenses of General County Government as set forth in the "Illinois Revised Statutes chapter 108-1/2, paragraph 7-172.2."

NOW, THEREFORE, BE IT ORDAINED, that there be and is hereby levied the sum of Three Million, Eight Hundred Fifty-One Thousand Dollars (\$3,851,000) on all the taxable property in the County of Winnebago, State of Illinois, for the said year 2017, as a "Social Security and Medicare Fund Tax": and that the County Clerk of said County be and is hereby authorized and directed to extend a rate of taxation that will produce said amount for the objects and purposes as set forth in the Social Security and Medicare Fund 2018 Appropriations; and

BE IT FURTHER ORDAINED, that the Clerk of the County Board of the County of Winnebago, Illinois shall deliver a certified copy of this Ordinance to the County Clerk.

2017 CO

TAX LEVY HISTORICAL MUSEUM FUND

WHEREAS, the Finance Committee of the County Board of Winnebago County, State of Illinois, has reviewed the estimated revenue and expenditure budget for the fiscal year October 1, 2017 through September 30, 2018; and,

WHEREAS, said expenditure budget is for the purposes of paying the expenses of General County Government as set forth IN “An Act to Levy Taxes for the Maintenance of Historical Museums,” as amended.

NOW, THEREFORE, BE IT ORDAINED, that there be and is hereby levied the sum of Seventy-One Thousand, Nine Hundred Eighty-Six Dollars (\$71,986) on all the taxable property in the County of Winnebago, State of Illinois, as a “Historical Museum Tax”: for the year 2017 and that the County Clerk of said County be and is hereby authorized and directed to extend a rate of taxation that will produce said amount for the objects and purposes as set forth in the Historical Museum Fund 2018 Appropriations; and

BE IT FURTHER ORDAINED, that the Clerk of the County Board of the County of Winnebago, Illinois shall deliver a certified copy of this Ordinance to the County Clerk.

2017 CO

TAX LEVY

COUNTY NURSING HOME OPERATIONS FUND

WHEREAS, the County Board of the County of Winnebago did adopt a resolution for a referendum to establish a levy for the purpose of maintaining the County Nursing Home; and,

WHEREAS, a majority of the voters of Winnebago County, Illinois voting in the election of November 7, 1989 voted in favor of authorizing the County to levy and collect a tax at a rate not to exceed .10% for the purpose of maintaining the County Nursing Home; and,

WHEREAS, the Finance Committee of the County Board of Winnebago County, State of Illinois, has reviewed the estimated revenue and expenditure budget for the fiscal year October 1, 2017 through September 30, 2018; and,

WHEREAS, said expenditure budget is for the purposes set forth in "An Act to Revise the Law in Relation to Counties," as amended.

NOW, THEREFORE, BE IT ORDAINED, that there be and is hereby levied the sum of One Million, Eight Hundred Forty-Eight Thousand Dollars (\$1,848,000) on all the taxable property in the County of Winnebago, State of Illinois, as a County Tax for the purpose of maintaining a County Nursing Home for the year 2017 and that the County Clerk of said County be and is hereby authorized and directed to extend a rate of taxation that will produce said amount for the objects and purposed as set forth in the County Nursing Home Operations Fund 2018 Appropriations, and

BE IT FURTHER ORDAINED, that the Clerk of the County Board of the County of Winnebago, Illinois shall deliver a certified copy of this Ordinance to the County Clerk.

2017 CO

TAX LEVY CHILDREN'S ADVOCACY PROJECT FUND

WHEREAS, The Finance Committee of the County Board of Winnebago County, State of Illinois, has reviewed the estimated revenue and expenditure budget for the fiscal year October 1, 2017 through September 30, 2018; and,

WHEREAS, said expenditure budget is for the purposes set forth in the "Children's Advocacy Center Act."

NOW, THEREFORE, BE IT ORDAINED, that there be and is hereby levied the sum of One Hundred Forty-Three Thousand, Nine Hundred Seventy-Two Dollars (\$143,972) on all the taxable property in the County of Winnebago, State of Illinois, for the said year 2017 for the purpose of establishing and maintaining a Children's Advocacy Center, and said tax was authorized by the voters of the County of Winnebago on April 20, 1993. the County Clerk of said County be and is hereby authorized and directed to extend a rate of taxation that will produce said amount for the objects and purposes as set forth in the Children's Advocacy Project Fund 2018 Appropriations; and

BE IT FURTHER ORDAINED, that the Clerk of the County Board of the County of Winnebago, Illinois shall deliver a certified copy of this Ordinance to the County Clerk.

ZONING COMMITTEE

Attachment
ZONING COMMITTEE
OF THE COUNTY BOARD AGENDA
October 26, 2017

A. PLANNING AND/OR ZONING REQUESTS:

TO BE LAID OVER:

- a. Z-18-17 A Map Amendment to rezone +/- 5.07 acres from the AG, Agricultural Priority District to the RA, Rural Agricultural Residential District (a sub-district of RA District), requested by John C. Kenney, Trustee, on behalf of John C. Kenney Revocable Trust, Owner, for vacant property commonly known as 57XX Fitzgerald Rd. (located between 5678 and 5770 Fitzgerald Rd.) in Rockford Township.

PIN: 15-20-126-012

C.B. District: 9

Lesa Rating: Moderate (193) Consistent w/2030 LRMP – Future Map: NO

ZBA RECOMMENDS: APPROVAL (5-2)

ZC RECOMMENDS: TBD

TO BE VOTED ON: NONE

B. COMMITTEE REPORT (ANNOUNCEMENTS) - *for informational purposes only; not intended as a public notice*):

- Chairman, Brian Erickson, hereby announces that the next *Zoning Board of Appeals (ZBA)* meeting is scheduled for Wednesday, **November 8, 2017**, at 5:30 p.m. in Room 303 of the County Administration Building. The case currently on the agenda is as follows:
 1. SU-12-17 A Special Use Permit for a crushing and storage facility (asphalt or concrete) in the AG, Agricultural Priority District for property commonly known as 11184 and 11150 N. Main Road, Rockton, IL 61072 in Rockton Township, District 2.
- Chairman, Jim Webster, hereby announces that the next *Zoning Committee (ZC)* meeting is tentatively scheduled for Monday, **November 20, 2017**, at 5:00 p.m. in Room 303 of the County Administration Building.

ECONOMIC DEVELOPMENT COMMITTEE

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

SUBMITTED BY: ECONOMIC DEVELOPMENT COMMITTEE

2017 CR

**RESOLUTION AUTHORIZING EXECUTION OF INTERGOVERNMENTAL
AGREEMENT WITH THE VILLAGE OF NEW MILFORD AMENDING HOST
FEE PAYMENTS**

WHEREAS, 55 ILCS 5/5-14001, *et seq.*, authorizes county boards to create regional planning commissions or joint regional planning commissions; and

WHEREAS, 55 ILCS 5/5-14003 provides that when the region comprising the regional planning commission embraces more than one county, the county boards of said counties are empowered to cooperate in defining the boundaries of said region, and in the creation and organization of one joint regional planning commission for such region so mutually defined; and

WHEREAS, 55 ILCS 5/5-14003 provides that the county boards of the counties shall be the members of the joint regional planning commission and are authorized to appropriate from their funds for the use of the joint regional planning commission in the amounts as may mutually be agreed upon by said county boards; and

WHEREAS, 55 ILCS 5/5-14001 provides that county boards of a region to create a plan for the purpose of guiding and accomplishing coordinated, adjusted and harmonious development of such region, and of public improvements and utilities therein in accordance with the needs of the region to promote health, safety, morals, order, convenience, prosperity, efficiency and economy in the process of development and the general welfare of said region.

NOW, THEREFORE, BE IT RESOLVED, by the County Board of the County of Winnebago, that the County and the Village of New Milford wish to be consistent with payments of the host fee payments set forth in an amendment to an intergovernmental agreement between the County and the Winnebago Landfill Company dated July 23, 2009, and an intergovernmental agreement between the County and the Winnebago Landfill Company dated December 5, 2011.

BE IT FURTHER RESOLVED, that the Chairman of the County Board of the County of Winnebago is authorized and directed to execute an intergovernmental

agreement with the Village of New Milford, a copy of which is attached as to this Resolution Exhibit A.

BE IT FURTHER RESOLVED, that this Resolution shall be in full force and effect immediately upon its adoption by both the County of Winnebago and the Village of New Milford.

BE IT FURTHER RESOLVED, that the Clerk of the County Board is hereby authorized to prepare and deliver certified copies of this Resolution to the County Clerk and the clerk of the Village of New Milford.

Respectfully submitted,

ECONOMIC DEVELOPMENT COMMITTEE

PRO

CON

Fred Wescott

Fred Wescott

Jean Crosby

Jean Crosby

Dave Fiduccia

Dave Fiduccia

Dorothy Redd

Dorothy Redd

L.C. Wilson

L.C. Wilson

The above and foregoing Resolution was adopted by the County Board of the County of Winnebago, Illinois, on the _____ day of _____, 2017.

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

ATTEST:

Margie Mullins
Clerk of the County of Board
of the County of Winnebago, Illinois

**INTERGOVERNMENTAL AGREEMENT BETWEEN
THE COUNTY OF WINNEBAGO AND
THE VILLAGE OF NEW MILFORD**

THIS Intergovernmental Agreement (“Agreement”) is made and entered into this _____ day of _____, 2017, by and between the County of Winnebago, Illinois (“County”); and the Village of New Milford (“Village”).

WHEREAS, each party to this Agreement is authorized to enter into Intergovernmental Agreements pursuant to the authority vested by Article VII, Section 10, of the Constitution of the State of Illinois, and by 5 ILCS 220/5; and

WHEREAS, the County of Winnebago, Illinois, has amended the Host County Agreement (“Agreement”) with Winnebago County Landfill, LLC or its successor in interest, to provide for a fee structure to accept solid waste from certain high volume transfer stations for solid waste deposited in the landfill located on Lindenwood Road in an Amendment to Host County Agreement dated July 23, 2009, and an additional Host County Agreement dated December 5, 2011; and

WHEREAS, the County entered into an Intergovernmental Agreement dated August 9, 2005, with the Village of New Milford for a sharing of a portion of the host fee for under the Host County Agreement; and

WHEREAS, the County and the Village wish to establish the amount paid to the Village of New Milford consistent with the Amendment to Host County Agreement dated July 23, 2009, and the additional Host County Agreement dated December 5, 2011, including, but not limited to, host fees generated from solid waste from certain high volume transfer stations which are set forth the Amended Host County Agreement executed on July 23, 2009.

NOW, THEREFORE, the County and Village hereby agree as follows:

1. Incorporation of Recitals.

The above recitals are incorporated into and shall become a part of this Intergovernmental Agreement.

2. Village’s Payment under Amended Host County Agreement Effective January 1, 2017.

Beginning January 1, 2017, and thereafter, the County shall share with the Village \$0.14 per ton on the amount it collects solely on the waste subject to and collected under the Amended Host County Agreement executed between the landfill operators and the County on July 23, 2009, a copy of which is attached hereto as Exhibit A and which is incorporated herein by reference,

and the Host County Agreement dated December 5, 2011, a copy of which is attached hereto as Exhibit B and which is incorporated herein by reference.

3. Village's Payment Prior to January 1, 2017.

Host fee payments due to the Village prior to January 1, 2017, shall be calculated at the rate of \$0.20 per ton, as set forth in the Intergovernmental Agreement dated August 9, 2005, between the Village and the County. For any payments made by the County to the Village prior to January 1, 2017, in which the Village received \$0.14 per ton instead of \$0.20 per ton, the County shall pay the difference to the Village by November 1, 2017. This adjustment in host fee payment shall apply only to host fees generated from solid waste from certain high volume transfer stations received prior to January 1, 2017, and which are agreed upon by the Village and the County as set forth on Exhibit C, which is attached hereto and which is incorporated herein by reference.

4. Effective Date.

This Agreement shall become effective upon its execution by both parties and shall remain in full force and effect until the County no longer receives a host county fee under the Amended Host County Agreement executed on July 23, 2009 and the Host County Agreement dated December 5, 2011. No payment set forth in Paragraph 2 above shall be made until this document is fully executed by the parties.

5. Amendment.

This Agreement constitutes the entire agreement between the County and the Village. None of the provisions of this Agreement may be waived, changed, modified or terminated except by an instrument in writing duly authorized and executed by both the Village and the County.

6. No Effect on Prior Agreement.

The parties agree that this Agreement shall have no effect on the terms of the Intergovernmental Agreement between the County and the Village dated August 9, 2005, which shall continue in full force and effect unless in conflict with the terms contained herein, in which case the terms of this Intergovernmental Agreement shall take precedence.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date written above.

COUNTY OF WINNEBAGO

By: _____
County Board Chairman

Attest: _____
County Clerk

VILLAGE OF NEW MILFORD

By: _____
Village President

Attest: _____
Village Clerk

AMENDMENT TO HOST COUNTY AGREEMENT

This Agreement ("Agreement") is executed July 23RD, 2009, by Winnebago Reclamation Service, Inc., an Illinois corporation (Winnebago Reclamation), Rock River Environmental Services, Inc., an Illinois corporation ("Rock River"), Winnebago Landfill Company, LLC, an Illinois limited liability company ("Winnebago Landfill Company"), and the County of Winnebago, Illinois (the "County").

The parties have previously entered Host County Agreement dated July 8, 2005 (the Original Host County Agreement) relating to a landfill facility located in the County. The Original Host County Agreement was amended by an amendment dated September 15, 2006 (the "Amendment"), to confirm the terms of the Property Value Protection Plan provided for in the Original Host County Agreement. Where no distinction is required by the context, the Host County Agreement as amended by the Amendment dated September 15, 2006, is referred to as the "Host Agreement."

The Host Agreement is the result of a cooperative effort by the County and Winnebago Landfill Company in planning and implementing solid waste management activities in the County and in the development of the Landfill Facility as a resource that can assist in meeting the general revenue needs of the County, including the County's efforts in economic development, solid waste planning, education, enforcement and other responsibilities.

The parties desire to amend the Host Agreement to reduce the Host Fee payable with respect to the municipal solid waste ("MSW") generated under certain proposed large volume contracts with a specific customer which will utilize the Landfill Facility for the annual disposal of an average of approximately 1200 tons per day of MSW. The County has determined that it is in the best interests of the County to do so and the parties desire to reduce the terms of the amendment to writing.

Therefore, for valuable consideration, the parties agree as follows:

1. Amendment to Surcharge Host Fee. Paragraph 20 of the Host Agreement is amended by adding an additional subparagraph (d) which reads as follows:

(d) Notwithstanding the preceding provisions of this paragraph 20 or paragraph 18 to the contrary, commencing as of August 1, 2009, the Surcharge Host Fee shall be \$1.00 per ton with respect to: (i) all Waste subject to the Surcharge Host Fee which generated through the Glenview, Illinois, Transfer Station owned by the Solid Waste Agency of Northern Cook County ("SWANCC") under the contract between SWANCC and Groot Industries initially dated November 22, 1995, and any amendments to or replacements of that contract; and (ii) all Waste generated through transfer stations owned and/or operated by Groot Industries and disposed of at the Landfill Facility pursuant to an agreement dated effective as of August 1, 2009, between Winnebago Landfill Company and Groot Industries, and any amendments to or replacements of that contract.



2. Amendment to CPI Adjustment. Paragraph 20 of the Host Agreement is amended by adding an additional subparagraph (e) which reads as follows:

(e) Notwithstanding the preceding provisions of this paragraph 20 to the contrary, the Surcharge Host Fee and the Base Host Fee payable with respect to Waste described in subparagraph 20(d) above shall not be subject to the adjustment described in this paragraph 20.

3. Records. Subparagraph 21(b) of the Host Agreement is amended by adding the following additional sentences and the end of the existing subparagraph:

The records maintained by Winnebago Landfill Company shall reflect the total quantity of Waste described in subparagraph 20(d) above which is disposed of in the Landfill Facility on a daily basis. Each payment of Host Fees subsequent to the date of this Agreement shall be accompanied by a report reflecting the calculation of Host Fees payable with respect to the total quantity of Waste subject to Host Fees other than Waste described in subparagraph 20(d) above and with respect to the total quantity of Waste described in subparagraph 20(d) above.

4. Other Provisions. In all other respects, the provisions of the Host Agreement shall remain unchanged and in full force and effect.

To evidence their Agreement, the parties have executed this instrument on the date set forth in the caption.

Rock River Environmental Services, Inc.

By: 

Winnebago Landfill Company, LLC

By: 

Winnebago Reclamation Service, Inc.

By: 

The County of Winnebago

By: 

STATE OF ILLINOIS, } ss.
COUNTY OF WINNEBAGO }

I, MARGIE M. MULLINS, County Clerk in and for said County, in the State aforesaid, do hereby certify that I have compared the foregoing attached copy of:

RESOLUTION AUTHORIZING THE EXECUTION OF A HOST COUNTY
AGREEMENT

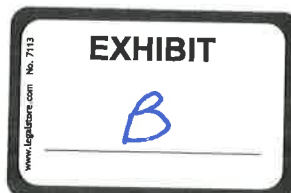
with the original document which is on file in my office; and found it to be a true, perfect and complete copy of the original document.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said County, at my office in the City of Rockford, in said County,

this 22nd *DAY* NOVEMBER, 2011.

MARGIE M. MULLINS , *Winnebago County Clerk*

BY:  *Deputy County Clerk*



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

Submitted by: Solid Waste Committee

2011 CR 151

**RESOLUTION AUTHORIZING THE EXECUTION OF A
HOST COUNTY AGREEMENT**

WHEREAS, the County of Winnebago has the primary responsibility for solid waste management planning in the County including both unincorporated and incorporated areas; and,

WHEREAS, Winnebago Landfill Company intends to file a request with the County for local siting approval for an expansion of the facility, which will include development of one additional MSWLF Unit; and,

WHEREAS, Winnebago Landfill Company is willing to cooperate with the County in planning and implementing solid waste management activities in the County, and to pay the County a "Host Fee" based on the operation of the facility, including the expansion, to be used to assist the County in meeting the general revenue needs of the County as the County may deem appropriate including the County's efforts in economic development, solid waste planning, education, and other County responsibilities.

NOW, THEREFORE BE IT RESOLVED, by the County Board of the County of Winnebago, Illinois, that the County Board Chairman is hereby authorized to execute the Host County Agreement, a copy of which is attached hereto as EXHIBIT A.

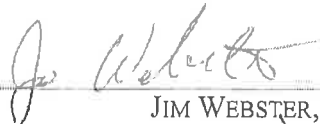
BE IT FURTHER RESOLVED, that this Resolution shall be in full force and effect immediately upon its adoption.

BE IT FURTHER RESOLVED, that the Clerk of the County Board is hereby authorized to prepare and deliver certified copies of this Resolution to the County Auditor and County Board Chairman.


Respectfully submitted,
SOLID WASTE COMMITTEE



RICK POLLACK




JIM WEBSTER, CHAIRMAN



ISIDRO BARRIOS

The above and foregoing Resolution was adopted by the County Board of the County of Winnebago, Illinois this 22nd day of November 2011.



SCOTT H. CHRISTIANSEN
CHAIRMAN OF THE COUNTY BOARD
OF THE COUNTY OF WINNEBAGO, ILLINOIS

ATTESTED BY:



MARCIE M. MULLINS
CLERK OF THE COUNTY BOARD
OF THE COUNTY OF WINNEBAGO, ILLINOIS

HOST COUNTY AGREEMENT

This Host County Agreement ("Agreement") is made this 5th day of December, 2011, between Winnebago Reclamation Service, Inc., an Illinois corporation ("Winnebago Reclamation"), Winnebago Landfill Company, LLC, an Illinois limited liability company ("Winnebago Landfill Company"), and the County of Winnebago, Illinois (the "County").

Winnebago Landfill Company is the owner of the landfill facility located on Lindenwood Road in unincorporated Winnebago County, Illinois. Winnebago Reclamation is the current operator of the landfill facility located on Lindenwood Road in unincorporated Winnebago County, Illinois.

The facility which includes the Landfill was granted local siting approval on October 12, 1990 and December 8, 2005, by the County, pursuant to Section 39.2 of the Illinois Environmental Protection Act (the "Act"), 415 ILCS 5/1 *et seq.* The facility, as currently permitted, includes five Municipal Solid Waste Landfill units ("MSWLF units"), a recycling center, a landfill gas processing plant, borrow sources including a permitted limestone quarry, and other related improvements and undeveloped land. Three of the existing MSWLF units are now closed and the other two are expected to reach capacity and be closed by approximately 2019. The legal description of the facility is attached as Exhibit A, and a site plan depicting the facility is attached as Exhibit B.

Rock River Environmental Services, Inc. is an affiliated company of Winnebago Landfill Company and Winnebago Reclamation Service and is engaged, in the collection, transportation, and disposal of municipal solid waste and other nonhazardous wastes, recyclable materials, and the collection and composting of yard waste. A substantial part of the wastes that are disposed of at the Facility and the recyclable materials that are processed at the Facility are collected and transported by Rock River and its subsidiaries.

Where no distinction is required by the context Winnebago Reclamation, and Winnebago Landfill Company are referred to in this agreement as the "Companies."

Winnebago Landfill Company intends to file a request with the County for local siting approval for an expansion of the Facility which will include the development of one additional MSWLF unit. The additional unit will lie to the east of the existing MSWLF units on adjacent real property.

Although the precise details of the Expansion (as defined below), including the waste boundaries and capacity of the proposed MSWLF unit, have not been determined, it is anticipated that the Expansion will be generally as depicted on the site plan attached as Exhibit C.

Under applicable Illinois law, the County has the primary responsibility for solid waste management planning in the county, including both unincorporated and incorporated areas. The County desires to obtain the assistance of the Companies, in providing solid waste management planning, education and services for its residents and desires to use revenues which it may lawfully derive from the operation of pollution control facilities in

the County to defray the costs of its solid waste management responsibilities and for the general economic development and governmental functions of the County.

Winnebago Landfill Company is willing to cooperate with the County in planning and implementing solid waste management activities in the County and to pay the County a "Host Fee," based on the operation of the Facility, including the Expansion, to be used to assist the County in meeting the general revenue needs of the County as the County may deem appropriate, including the County's efforts in economic development, solid waste planning, education, enforcement and other solid waste related responsibilities.

The County desires to secure, and Winnebago Landfill Company is willing to provide, long-term landfill disposal capacity and other waste management services for residents, businesses and institutions located in the County.

Winnebago Landfill Company and Winnebago Reclamation have owned and operated the Facility since 1972, and during that period have provided safe and responsible landfill and waste management services to residents, municipalities and businesses in the County, and the Companies and their affiliates have been active participants in local economic development efforts and environmental organizations and have promoted environmental education efforts in the County.

The Companies will continue to own and operate the Facility and the Expansion in the County for the foreseeable future, and continue their participation in County environmental and economic development activities and to keep the County fully informed of the nature of their operations and their expansion plans. In this regard, it is the policy of the Companies to demonstrate that its operations are, have been and will continue to be conducted in an environmentally sound manner.

The County desires to protect the health, safety and welfare of its citizens, assist with public environmental education, insure that factually and technically accurate information relating to the Facility is given to the public, and receive appropriate fees to help meet the costs of County government.

NOW, THEREFORE, in consideration of the mutual undertakings set forth in this Agreement and the opportunity for public/private cooperation on environmental and solid waste management matters and other valuable consideration, the sufficiency, adequacy and receipt of which is acknowledged, the parties agree as follows:

Incorporation of Recitals. The above recitals are incorporated as part of this Agreement as though fully set forth in this paragraph.

Capitalized Terms. Each capitalized term that is not expressly defined in this Agreement shall have the meaning provided for it in the then current Act, as amended, and the applicable regulations promulgated under the Act.

"Closure" as applied to a landfill or other waste treatment or disposal facility shall have the meaning provided in the Act and the applicable regulations.

"Expanded Facility" shall mean the total development consisting of the Facility and the Expansion.

"Expansion" shall mean the real property described on Exhibit D, including one or more MSWLF units and other improvements, generally as depicted on Exhibit C.

"Expansion Date" shall mean the date on which Waste is first disposed of in the Expansion.

"Facility" shall mean the real property and improvements described on Exhibit A and depicted on the site plan attached as Exhibit B.

"Hazardous Waste" shall mean Waste which is then defined as "hazardous" or "toxic" by the Act, the regulations adopted under that Act, or by the corresponding provisions of federal environmental law.

"IEPA" shall mean the Illinois Environmental Protection Agency.

"Siting Approval Date" shall mean the date on which local siting approval for the Expansion first becomes final and non-appealable.

"Transfer Waste" shall mean Waste that is delivered in vehicles, commonly referred to as "Transfer Trailers" designed for the transport of at least 40,000 pounds of material. All other wastes shall be treated as "direct haul waste" and shall exclude non-hazardous special wastes and alternative daily cover material.

"Unacceptable Waste" shall mean any Hazardous Waste, any Wastes which are not permitted to be accepted for disposal at the Facility under applicable law and any Waste which Rock River determines may cause inconveniences in the daily operation of the Facility.

"Waste" shall mean and refer to all non-hazardous material and substances defined as Waste under the Act, but shall not include materials used as Alternative Cover Materials, compost, Clean Construction and Demolition Debris, Publically Owned Treatment Works (POTW) biosolids, pollution control waste or road building and other materials that are used for a beneficial purpose within the Facility or the Expansion.

Property Covered. This Agreement covers the Expanded Facility.

Effective Date. This Agreement shall be effective as of the date on which duly authorized individuals from the parties have executed it.

Expiration Date. The "Term of this Agreement" shall expire on the later to occur of the following: (a) thirty (30) years after the Closure of all waste disposal units located at the Expanded Facility; or (b) thirty (30) years after the Closure of the Expanded Facility. If applicable law or IEPA action requires a landfill post closure care period of more than thirty (30) years, the thirty (30) year period provided for in this section shall be increased to the number of years for which landfill post closure care is required.

Ban on Hazardous Waste. Winnebago Landfill Company will not knowingly accept, treat, or dispose of any Hazardous Waste at the Facility or the Expansion.

Capacity for the County. Commencing on the Siting Approval Date Winnebago Landfill Company will have a minimum of twenty years of capacity for the disposal of Solid Waste generated within the County ("County Wastes").

Landfill Capacity Determination. Commencing on the Siting Approval Date, upon request by the county, Winnebago Landfill Company shall provide the County with a determination of the remaining capacity at the Facility.

Records. Following the Siting Approval Date, Winnebago Landfill Company shall provide the County on request, without charge, copies of the following documents relating to the Facility and the Expansion:

a Those submitted by Winnebago Landfill Company or its agents or consultants to any State or federal environmental agency; and

Written correspondence with any State or federal environmental regulatory agency other than routine correspondence and correspondence requesting authority to dispose of particular nonhazardous Special Waste streams; and

Those filed with or received from any State or federal regulatory agency relevant to charges, complaints or citations of environmental violations made by any governmental authority; and

Records maintained by Winnebago Landfill Company which reflect the amount of Waste received for disposal at the Expanded Facility.

Well Monitoring. (a) Within ninety (90) days after issuance of the first IEPA permit to construct a MSWLF unit within the Expansion and prior to the commencement of construction, Winnebago Landfill Company shall mail to the owners of all water supply wells within one thousand (1,000) feet of the waste boundary of the new MSWLF unit, by certified mail, return receipt requested, a written request seeking permission from the owners to sample their wells for background and for routine monitoring.

(b) Winnebago Landfill Company and the County shall use their collective best efforts to obtain permission to monitor the wells within the radius described above. Winnebago Landfill Company shall monitor the wells of those consenting owners on an annual basis for the Term of this Agreement, at Winnebago Landfill Company's expense, for the purposes of determining the quality of the water for human consumption, and shall provide the results of each sampling to the County Health Department and to the owner of the property. Testing shall be performed for those parameters or contaminants for which testing is performed by a municipal water system and shall include any additional, reasonably necessary testing requested by the County Health Department. If any test results demonstrate that the groundwater from the well has been contaminated and the landfill is identified as the source, Winnebago Landfill Company shall monitor the well on a quarterly basis until there have been four consecutive quarters in which no contamination is detected in the well or until it has been determined in the manner provided below that the source of the contamination is not the Facility.

12. Contamination. If any water supply well required to be monitored under the preceding paragraph is contaminated and the source of contamination is the Facility or the Expansion (as determined by a laboratory analysis of samples submitted to a USEPA certified laboratory and the certification of an independent hydrogeologist, each selected by Winnebago Landfill Company at its expense), Winnebago Landfill Company shall provide an alternate potable water supply to

that owner, such as bottled water and may include a new well to replace the contaminated well. The alternate potable water supply shall be provided within twenty-four (24) hours after Winnebago Landfill Company receives the results of the laboratory analysis and the hydrogeologist's certification. For purposes of this Agreement, the terms "contaminated" and "potable" shall have the meanings ascribed to them in the Act and as set forth in the more stringent of the United States Environmental Protection Agency ("USEPA") or IEPA Drinking Water Regulations. The selection of an independent hydrogeologist shall be subject to the reasonable approval of the County. If the County does not approve the selection of a hydrogeologist, Winnebago Landfill Company shall select the hydrogeologist from a list prepared by the County of at least three (3) independent hydrogeologists experienced in the analysis of landfill groundwater impacts.

13. Property Value Protection Plan. Effective as of the Siting Approval Date, Winnebago Landfill Company agrees to comply with the "Property Value Protection Plan" agreed to between the parties. Applicant shall provide a proposed Property Value Protection Plan prior to filing an application for local siting approval, and the parties hereto shall negotiate in good faith to agree on a Plan.

14. Insurance. In addition to the financial assurance requirements of the State of Illinois, Winnebago Landfill Company shall also maintain an environmental impairment liability policy of insurance in an amount not less than One Million Dollars (\$1,000,000) for each loss and One Million Dollars (\$1,000,000) for all losses resulting from the operation of the Facility or the Expansion. Winnebago Landfill Company shall name the County as an additional insured under each such policy and shall annually provide the County Health Department with a certificate of insurance confirming that the insurance required by this section is in effect.

15. Indemnification. The Companies agrees to indemnify and hold harmless the County, its agents, servants, employees and each of them against, and hold it and them harmless from and against, any and all lawsuits, claims, demands, liabilities, losses and expenses (including court costs, litigation expenses and attorney's fees) for or on account of any injury to any person or any death at any time resulting from such injury, or any damage to property, which may arise or which may be alleged to have arisen out of or in connection with the operation, construction and development of the Facility or the Expansion, as well as in connection with the rendering of all other services covered by this Agreement. The foregoing indemnity shall not apply if such injury, death or damage is caused directly by the primary negligence of the County, its agents, servants or employees or any other person indemnified under this Agreement.

16. Host County Fee. (a) Winnebago Landfill Company shall pay the County a Host County Fee determined in the manner set forth below. The Host County Fee may be used by the County for such benefits, services and facilities as are customarily and legally permitted to be funded from the County's general fund.

The measurement of all weights relevant to any portion of the Host County Fee shall be determined by certified scale, which shall be inspected annually.

17. Host Fee. (a) Commencing on the first day that waste is deposited in the expanded area to the east of the existing landfill, as described in exhibit D attached hereto, the Host Fee shall be determined by reference to average monthly volumes of waste disposed per customer and shall be as follows:

<u>Source</u>	<u>Fee/Ton</u>
Direct Haul Waste - Rock River Environmental Services and affiliates	\$ 2.27
Direct Haul Waste by others	\$ 2.27
Transfer Waste - Rock River Environmental Services and affiliates	\$ 2.27 (or lowest most favored rate - whichever is less)
Transfer Waste <500 tpd (monthly average)	\$ 3.27
Transfer Waste 501 >1,000 tpd (monthly average)	\$ 2.77
Transfer Waste >1,001 tpd (monthly average)	\$ 2.27

(b) In consideration of the Host Fee, Winnebago Landfill Company shall be entitled to a credit against any tax imposed by the County under Section 22.15 of the Act (or any successor or replacement tax) in an amount equal to the Base Host Fee paid by Winnebago Landfill Company; provided, however, that the credit shall not exceed the amount of the tax or any successor or replacement tax.

(c) The schedule in subsection (a) notwithstanding, the Host Fee shall be \$2.27 per ton with respect to: (i) all Waste subject to the Host Fee which generated through the Glenview, Illinois, Transfer Station owned by the Solid Waste Agency of Northern Cook County ("SWANCC") under the contract between SWANCC and Groot Industries initially dated November 22, 1995, and any amendments to or replacements of that contract; and (ii) all Waste generated through transfer stations owned and/or operated by Groot Industries and disposed of at the Landfill Facility pursuant to an agreement dated effective as of August 1, 2009, between Winnebago Landfill Company and Groot Industries, and any amendments to or replacements of that contract.

(d) County will credit for waste generated by Rock River Environmental Services and affiliates, \$0.27cents per ton to be used for the advancement of recycling, renewable energy, waste diversion, and environmental programs. The credit will be applicable to Rock River Environmental Services and affiliates for any covered activity occurring after the date of execution of this Host County Agreement, even though the activity occurred prior to the opening of the Eastern Expansion Unit covered by this Agreement.

(e) If Winnebago Landfill Company or Winnebago Reclamation Services commences any alternative method of disposal of waste at the facility or at an adjacent facility on the environmental campus that results in a diversion or reduction

of the amount of waste going to the landfill, the host fee shall apply to that waste diverted or reduced, with the exception that materials diverted or reduced from recycling activity will be exempt from the fee.

18. Adjustments. (a) The Host Fee shall be adjusted at 5 year intervals after waste is initially accepted into the eastern expansion. The increase will be equal to the previous five year average annual percentage increase in the United States Department of Labor, Bureau of Labor Statistics, Revised Consumer Price Index for all Urban Consumers (the "Index"). The Host Fee shall be determined by multiplying each of the fees set forth in the Fee Schedule by 1.0 plus the previous five year average annual percentage increase in the Index. The adjusted fee shall apply for the following 5 year period. For example, if filling in the East Expansion begins in 2020, a review of the five-year Index will occur in 2025 as follows:

Year	Annual CPI Increase
2020	2.5%
2021	2.6%
2022	2.9%
2023	3.2%
2024	4.9%
5 Year Average	3.2%

In the previous example, a 3.2% increase will be added to the original host fee for each type of waste in 2025 and will remain constant for the years 2025, 2026, 2027, 2028, 2029. The 5 year review and adjustment will be repeated at 5 year intervals for the life of the host agreement.

(b) **Payment.** All Host Fees shall be payable quarterly on or before the 30th day of the month following the end of each calendar quarter based on the tonnage of Waste subject to the Host County Fees received in the immediately preceding quarter.

(c) Winnebago Landfill Company agrees to keep during the Term of this agreement strict and accurate books and records of all Waste disposed of at the Facility and the Expansion, including separate records of Transfer Waste which are adequate to allow for independent audit, for the preceding five years, and the County shall have the right to examine the books and records of Winnebago Landfill Company at reasonable times for the purpose of verifying the amount of Host County Fees payable under this agreement.

19. Other Services. To assist the County in developing, updating and meeting the recycling and education objectives of the County Plan, the Companies will cooperate with the County to establish education, waste collection, yard waste collection, recycling and other waste management programs within the unincorporated areas of the County. Subject to applicable law, the County will grant the Companies a reasonable first and prior opportunity to negotiate contracts, having mutually acceptable terms, under which Winnebago Landfill Company or its subcontractors will provide any such services which the County determines to make available to its residents.

20. Compliance with Applicable Laws, Rules and Regulations. The Companies will, at all times, conduct their operations at the Facility and the Expansion in material compliance with all applicable laws, rules and regulations of the State of Illinois and United States of America. The acceptance of the Host County Fee under this Agreement shall not be construed as a waiver by the County of material compliance by the Companies with all such laws, rules and regulations, nor otherwise restrain or prohibit the County from taking such legal action as may be necessary to protect the health, safety and general welfare of the residents of the County.

21. County Obligations. (a) The County agrees to suitably maintain all highways within its maintenance jurisdiction which are utilized by the Companies in their operations. In addition, the County shall assist the Companies in protecting the health, safety and welfare of its citizens by offering technical advice to the Companies, where appropriate, and will assist the Companies in a reasonable manner consistent with the County Plan in establishing or promoting programs which are intended to reduce the volume of Solid Waste generated in the County.

(b) Notwithstanding any other provision of this agreement to the contrary, neither this agreement nor any provision of this agreement shall be construed as a commitment by the County to approve an application for site location approval for the Expansion or for any other pollution control facility. The parties acknowledge that any such application shall be considered by the County strictly on the merits, based on the evidence, in accordance with the provisions of Section 39.2 of the Act.

22. County Solid Waste Management Plan. The County shall include Facility and the proposed or approved Expansion in all updates or amendments to the County Plan.

23. Enforcement. The parties agree that the County shall have the right to enforce this Agreement by an action in the Winnebago County Circuit Court; provided, however, that prior to commencing any action, the County shall give Winnebago Landfill Company ten (10) days written notice in the case of the nonpayment of fees and thirty (30) days written notice in other cases of any non-compliance. Within five (5) days after any notice of non-compliance, Winnebago Landfill Company shall inform the County in writing of all defenses which it has to the alleged violation, and Winnebago Landfill Company shall not assert any defense not described. Winnebago Landfill Company shall have the right to correct any violation within the applicable period, or within such time as the parties may agree in writing. If such a violation is not corrected, the County may seek any and all appropriate relief without limitation and, if successful, shall be entitled to reasonable attorney's fees and costs and reimbursement for all expenses of litigation.

24. Assignment of Rights. This Agreement shall be binding upon the parties and their respective successors and assigns. An assignment of this Agreement shall not relieve Winnebago Landfill Company of its contractual obligations pursuant to this Agreement without the express written approval of the County, which the County shall not unreasonably withhold.

25. Covenant. This Agreement shall constitute a covenant in the nature of a covenant running with the land. Winnebago Landfill Company agrees to execute all additional documents necessary for the recording of this Agreement in the Winnebago County Recorder's Office.

26. Amendment to Agreement. This Agreement may not be amended except by a written agreement signed by both parties.

27. Site Location Decision. The County has not, by entering into this Agreement with the Companies, predetermined whether it will grant or deny site location approval for the Expansion or whether the Companies can (or cannot) establish any of the criteria related to site location approval. However, the Companies shall initiate and use their continuing best efforts to obtain siting approval for the Expansion pursuant to applicable state statute, the applicable County ordinances and any other applicable law, statute, regulation, rule, policy or ordinance. All such siting efforts must be undertaken and completed at the sole expense of the Companies. In addition, a Pollution Control Facility siting application must be submitted by Company to the County within twelve (12) months after the effective date of this Agreement, unless the County consents in writing to an extension of this period for good cause shown. The County shall review Company's application for site location approval for the Expansion in accordance with the criteria set forth by Illinois law as provided for in 415 ILCS 5/39.2.

28. Force Majeure. Except for Winnebago Landfill Company's obligations to pay fees to the County under this Host Agreement, until the time of failure to perform for the reasons stated in this section, no party shall be liable for its failure to perform under this Host Agreement due to contingencies beyond its reasonable control, including, without limitation, strikes, riots, war, fire, acts of God, compliance with any law, regulation or order, whether valid or invalid, of the United States of America or any other governmental body or any instrumentality thereof, whether now existing or hereafter created, or the revocation, suspension, denial or modification of any permit, license or approval regarding the siting, construction, operation, or maintenance of the Expanded Facility.

29. Waiver. Unless specifically provided by the terms of this Host Agreement, no delay or failure to exercise a right resulting from any breach of this Host Agreement shall impair such right or shall be construed to be a waiver thereof, but such right may be exercised from time to time and as often as may be deemed expedient. Any waiver shall be in writing and signed by the party granting such waiver. If any representation, warranty or covenant contained in this Village Agreement is breached by either party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive, either expressly or impliedly, and other breach under this Host Agreement.

30. Severability. Should any provision of this Host Agreement be determined to be in conflict with any law, statute or regulation by a court of competent jurisdiction or other duly constituted authority, said provision shall be excluded and deemed inoperative, unenforceable, and though not provided for herein, and to the extent possible, all other obligations shall remain unaffected, unimpaired, valid and in full force and effect in order to carry out the intentions of the parties. If this Host Agreement is declared invalid by a court of competent jurisdiction, the parties will enter into good-faith negotiations to develop a revised agreement to carry out the intentions of the parties in entering into this Host Agreement.

31. Entire Agreement. This Agreement sets forth all agreements, understandings and covenants between the parties, and it supersedes all prior agreements, negotiations and understandings, written and oral, and is a full integration of the entire agreement of the parties.

32. Delivery of Notices. All notices under this Agreement shall be personally delivered or sent by certified U.S. mail to the County at:

With a copy to:

Winnebago County
404 Elm Street, Room 504
Rockford, IL 61101
Attention: County Board Chairman

Winnebago County State's Attorney
Winnebago County Courthouse
400 West State Street, Suite 619
Rockford, IL 61101

and to the Companies at:

Winnebago Landfill Company
5450 Wansford Way, Suite 201
Rockford, IL 61109
Attention: John Lichty

Each party shall be entitled to change its address for purposes of notices by a written notice to the other party in the manner provided above.

The remainder of this page is intentionally left blank.

By:

A handwritten signature in black ink, appearing to read "John Lichty", written over a horizontal line.

Winnebago Reclamation Services

By:

A handwritten signature in black ink, appearing to read "Scott A. [unclear]", written over a horizontal line.

The County of Winnebago

33. Authority to Enter Into Agreement. Winnebago Reclamation represents and warrants that it is a valid and existing Illinois corporation, Winnebago Landfill Company warrants and represents that it is a valid and existing Illinois limited liability company, and each of the Companies warrants and represents that the individuals executing this Agreement have been Duly authorized to act on its behalf and enter into this Agreement. Each Company agrees to provide the County with sufficient proof of authorization on request. The County shall provide Winnebago Landfill Company with a certified copy of the resolution of its Board authorizing the execution of this Agreement by the undersigned representatives of the County.

Winnebago Landfill Company.

A handwritten signature in cursive script, appearing to read "John R. Self", is written over a horizontal line.

Exhibit A to Host Agreement

LEGAL DESCRIPTION OF EXISTING FACILITY BOUNDARY:

Part of Section 36 and part of the Southeast Quarter of Section 35, all in Township 43 North, Range 1 East of the Third Principal Meridian and part of the West Half of Section 31, Township 43 North, Range 2 East of the Third Principal Meridian, bounded and described as follows, to-wit: Beginning at the Southwest corner of the Southeast Quarter of said Section 36; thence South 88 degrees 40 minutes 57 seconds West, along the south line of the Southwest Quarter of said Section 36, a distance of 2,638.46 feet to the southwest corner of the Southwest Quarter of said Section 36; thence South 88 degrees 42 minutes 25 seconds West, along the south line of the Southeast Quarter of said Section 35, a distance of 53.27 feet to the easterly right-of-way line for Illinois Route 251, as now laid out and used; thence North 01 degrees 59 minutes 02 seconds West, a distance of 311.06 feet; thence northeasterly along a circular curve to the right having a radius of 17,205.63 feet and whose center lies to the east an arc distance of 914.91 feet (the chord across the last described circular curve course bears North 02 degrees 02 minutes 10 seconds East, 914.80 feet); thence South 54 degrees 54 minutes 45 seconds East, a distance of 260.77 feet; thence South 73 degrees 22 minutes 24 seconds East, a distance of 219.36 feet; thence South 89 degrees 38 minutes 12 seconds East, a distance of 214.09 feet; thence North 77 degrees 23 minutes 58 seconds East, a distance of 139.25 feet; thence North 50 degrees 40 minutes 55 seconds East, a distance of 1,082.30 feet; thence North 70 degrees 40 minutes 03 seconds East, a distance of 378.89 feet; thence North 89 degrees 50 minutes 58 seconds East, a distance of 669.29 feet to the North-South half section line of said Section 36; thence North 01 degrees 00 minutes 37 seconds West, along the North-South half section line of said section 36, a distance of 2,442.82 feet; thence North 44 degrees, 57 minutes, 33 seconds East, a distance of 1,526.72 feet to the North line of the Northeast Quarter of said Section 36; thence North 88 degrees 42 minutes 22 seconds East, along the north line of the Northeast Quarter of said Section 36, a distance of 1,548.56 feet to the northeast corner of the Northeast Quarter of said Section 36; thence South 00 degrees 56 minutes 21 seconds East, along the east line of the Northeast Quarter of said Section 36, a distance of 1,801.38 feet to the southwesterly right-of-way line for County Highway 11A (commonly known as Lindenwood Road); thence South 49 degrees 03 minutes 37 seconds East, along said right-of-way line, 356.72 feet; thence South 52 degrees 18 minutes 16 seconds East, along said right-of-way line, 23.01 feet; thence North 00 degrees 31 minutes 44 seconds East, 62.94 feet to the centerline of County Highway 11A (Lindenwood Road); thence Southeasterly along a circular curve to the left, having a center which lies 716.14 feet to the Northeast, an arc distance of 15.02 feet (the chord across the previously described circular curve course bears South 51 degrees 42 minutes 16 seconds East, 15.02 feet); thence South 52 degrees 18 minutes 16 seconds East, along said centerline, 259.97 feet; thence South 37

degrees 41 minutes 44 seconds West, 50.00 feet to the Southwesterly right-of-way line for County Highway 11A (Lindenwood Road); thence South 52 degrees 18 minutes 16 seconds East, along said right-of-way line, 123.30 feet; thence South 38 degrees 05 minutes 50 seconds East, along said right-of-way line, 444.23 feet to the South line of the Northwest Quarter of Section 31, Township 43 North, Range 2 East of the Third Principal Meridian; thence North 88 degrees 21 minutes 11 seconds East, along said line, 53.79 feet to the centerline of County Highway 11A (Lindenwood Road); thence southeasterly along a circular curve to the right having a center which lies 955.00 feet to the Southwest, an arc distance of 362.48 feet (the chord across the previously described circular curve course bears South 11 degrees 47 minutes 41 seconds East, 360.31 feet); thence South 00 degrees 55 minutes 16 seconds East, along said centerline, 1,472.95 feet to the northwesterly line for a Commonwealth Edison right-of-way; thence South 63 degrees 48 minutes 23 seconds West, along said right-of-way line, 652.00 feet; thence South 88 degrees 21 minutes 59 seconds West, 364.83 feet to the East line of Section 36, Township 43 North, Range 1 East of the Third Principal Meridian; thence South 88 degrees 21 minutes 59 seconds West, 341.76 feet; thence South 00 degrees 56 minutes 21 seconds East, 155.11 feet to the centerline of the Kilbuck Creek; thence northwesterly, along the centerline of said creek, 301.00 feet (the chord across the previously described irregular creek course bears North 68 degrees 40 minutes 19 seconds West, 278.12 feet); thence South 68 degrees 39 minutes 36 seconds West, 363.84 feet to the centerline of the Kilbuck Creek; thence northwesterly, along the centerline of said creek; 530.00 feet to the West line of the Southeast Quarter of the Southeast Quarter of said Section 36, (the chord across the previously described irregular creek course bears North 49 degrees 15 minutes 28 seconds West, 508.97 feet); thence South 00 degrees 58 minutes 29 seconds East, along said line, 716.05 feet to the South line of said Section 36; thence South 88 degrees 43 minutes 13 seconds West, along said line, 1,319.84 feet to the point of beginning. Situated in the County of Winnebago and the State of Illinois. Containing 433.47 acres.

[illegible]

1. $\sqrt{100} = 10$ $\sqrt{10000} = 100$ $\sqrt{1000000} = 1000$ $\sqrt{100000000} = 10000$ $\sqrt{10000000000} = 100000$ $\sqrt{1000000000000} = 1000000$

WINNEBAGO LANDFILL COMPANY, LLC
Winnebago Waste Management Service, Inc.



Shaw® Shaw Environmental, Inc.

**WINNEBAGO LANDFILL EXPANSION
WINNEBAGO COUNTY, ILLINOIS**

PROPOSED FINAL LANDFORM FACILITY

PROJ NO	100547	DATE	JULY 2005
OLD PROJ NO	274	UNCLASSIFIED	
STATUS	274	D15	
CLASSIFIED BY	100		
APPROVED BY	244		

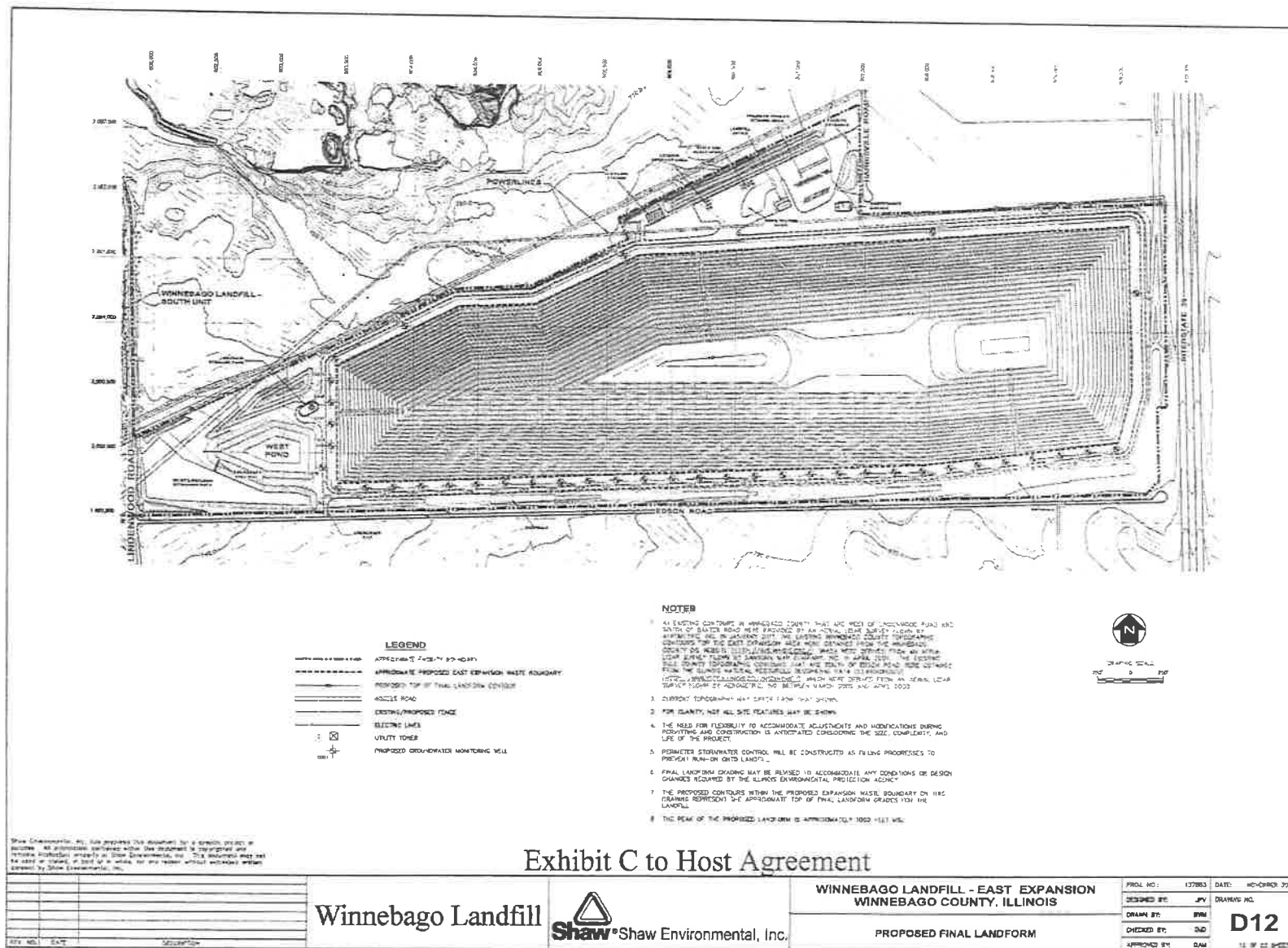


Exhibit C to Host Agreement

Exhibit D to Host Agreement

LEGAL DESCRIPTION OF FACILITY BOUNDARY EAST OF LINDENWOOD ROAD:

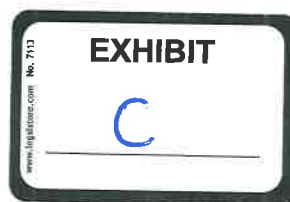
Part of Sections 31 and 32 in Township 43 North, Range 2 East of the Third Principal Meridian, bounded and described as follows; Commencing at the Southwest corner of the Southeast Quarter of said Section 31, thence South 88 degrees 21 minutes 06 seconds West, along the South line of said Section 31, a distance of 1733.56 feet to the centerline of Lindenwood Road; thence North 00 degrees 55 minutes 17 seconds West, along said centerline, a distance of 34.34 feet to the point of beginning for the following described Parcel; thence North 90 degree 00 minutes 00 seconds West, a distance of 597.69 feet; thence North 00 degrees 00 minutes 00 seconds East, a distance of 499.01 feet to the Northwesternly line for a Commonwealth Edison Right of Way; thence North 63 degrees 48 minutes 23 seconds East, along said line, a distance of 652.00 feet to the centerline of Lindenwood Road; thence South 00 degrees 06 minutes 55 seconds East, a distance of 185.21 feet; thence North 64 degrees 32 minutes 03 seconds East, a distance of 2316.15 feet; thence North 63 degrees 33 minutes 38 seconds East, a distance of 424.48 feet; thence North 86 degrees 51 minutes 49 seconds East, a distance of 592.03 feet; thence North 63 degrees 47 minutes 55 seconds East, a distance of 837.88 feet; thence North 26 degrees 12 minutes 05 seconds West, a distance of 182.72 feet; thence North 64 degrees 02 minutes 29 seconds East, a distance of 2070.98 feet; thence South 01 degrees 30 minutes 18 seconds East, a distance of 855.19 feet; thence North 87 degrees 29 minutes 14 seconds East, a distance of 2283.20 feet; thence South 89 degrees 14 minutes 17 seconds East, a distance of 69.11 feet to the West Right of Way line for Interstate Route 39; thence South 00 degrees 37 minutes 00 seconds East, a distance of 1590.78 feet; thence South 88 degrees 20 minutes 46 seconds West, a distance of 67.93 feet; thence South 01 degrees 16 minutes 43 seconds East, a distance of 591.98 feet; thence South 88 degrees 24 minutes 38 seconds West, a distance of 18.03 feet; thence South 40 degrees 51 minutes 08 seconds West, a distance of 124.16 feet; thence South 88 degrees 20 minutes 46 seconds West, a distance of 3278.10 feet; thence South 88 degrees 20 minutes 46 seconds West, a distance of 4506.14 feet; thence North 90 degrees 00 minutes 00 seconds West, a distance of 37.98 feet; to the point of beginning; situated in the County of Winnebago and the State of Illinois; containing 363.667 acres, more or less.

NEW MILFORD HOST FEE PAYMENT SUMMARY

January, 2009 through December, 2016

Calendar Year	Host Fee Eligible Tonnage	Payments to New Milford	Reconcillation	Groot Tonnage	Groot Discount Applied
2016	1,286,760	212,238.42	0.01	751,894	45,113.65
2015	1,027,215	177,019.48	(0.40)	473,731	28,423.87
2014	1,021,884	175,524.26	2,603.39	437,485	26,249.08
2013	1,124,154	197,481.28	(140.23)	458,163	27,489.77
2012	1,184,286	205,278.98	0.46	526,297	31,577.84
2011	1,222,698	210,457.66	0.64	568,020	34,081.21
2010	1,103,417	194,106.86	0.26	442,938	26,576.25
2009	818,840	155,793.22	0.06	132,913	76,500.40
		\$ 1,527,900.16	\$ 2,464.18	\$ 296,012.06	

Total Settlement Amount \$ **298,476.24**



OPERATIONS & ADMINISTRATIVE COMMITTEE

SPONSORED BY: GARY JURY

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

SUBMITTED BY: OPERATIONS AND ADMINISTRATIVE COMMITTEE

2017 CO ____

ORDINANCE CREATING THE POSITION OF CHIEF INFORMATION OFFICER
AND ESTABLISHING THE INFORMATION TECHNOLOGY DEPARTMENT

WHEREAS, Chapter 2, Article IV, Division 5 of the Winnebago County Code of Ordinances established an Internal Services Department and created the position of Director of the Internal Services Department effective November 24, 1992; and

WHEREAS, due to the increasing importance of information technology to County operations, the County desires to create the office of Chief Information Officer; and

WHEREAS, due to changes in terminology, the County desires to amend Chapter 2, Article IV, Division 5 of the Code to rename the Internal Services Department as the Information Technology Department, to be managed by the Chief Information Officer; and

WHEREAS, the County Board has determined that it is in the best interests of the County of Winnebago to create the office of Chief Information Officer and rename the Internal Services Department.

NOW, THEREFORE, BE IT ORDAINED, by the County Board of the County of Winnebago, Illinois, that Chapter 2, Article III, Division 2 of the Winnebago County Code of Ordinances is amended to add the following:

DIVISION 5. – CHIEF INFORMATION OFFICER

Sec. 2-156. – Establishment.

The office of Chief Information Officer is hereby established.

Sec. 2-157. – Qualifications.

The Chief Information Officer shall have, at a minimum, a bachelor's degree in computer science or related field and/or comparable experience and a minimum of ten (10) years of progressive information technology management

experience, ideally with a portion of that experience in the public sector. A master's degree in computer science or related field is preferable.

Sec. 2-158. – Appointment/dismissal.

The Chief Information Officer shall be appointed or dismissed by the County Board Chairman with the advice and consent of the County Board.

Sec. 2-159. – Duties.

- (a) The Chief Information Officer shall serve as a member of the County Board Chairman's leadership team and advise on a wide-range of issues, including, but not limited to, strategy, policy, planning, and communications.
- (b) The Chief Information Officer shall be subject to the direction and control of the County Board Chairman and shall supervise the administration of the Information Technology Department.
- (c) The Chief Information Officer shall supervise and evaluate the performance of the employees of the Information Technology Department.
- (d) The Chief Information Officer shall:
 - (1) Recommend overall strategy with regard to the planning, use and coordination of information processing technology and services, including the evaluation of current and proposed systems;
 - (2) Negotiate, subject to County Board approval, and administer contracts for hardware and software acquisition, implementation and maintenance;
 - (3) Handle PC support and applications development;
 - (4) Prepare periodic and routine reports on operating performance, equipment and application utilization, level of efficiency and standards of service;
 - (5) Supervise technical support staff in maintaining efficient operation of the County's information systems;
 - (6) Establish standard operating procedures, work rules, and administrative policies for the Information Technology Department; and
 - (7) Perform such other information technology related duties as assigned by the County Board Chairman.

BE IT FURTHER ORDAINED, by the County Board of the County of Winnebago, Illinois, that Chapter 2, Article IV, Division 5 of the Winnebago County Code of Ordinances is deleted in its entirety and replaced with the following:

DIVISION 5. – INFORMATION TECHNOLOGY SERVICES

Sec. 2-211. – Establishment.

An Information Technology Department is hereby established.

Sec. 2-212. – Purpose.

The purpose of the Information Technology Department is to provide computer, data processing and record retention services primarily to offices and departments of County government and, secondarily, upon specific authorization of the County Board, to units of local government within or outside the County, and to other area businesses.

Sec. 2-213. – Director.

The person in charge of the Information Technology Department shall be the Chief Information Officer.

Sec. 2-214. – Organization.

The Chief Information Officer shall appoint such number of technical assistants and employees as shall be necessary and authorized by the County Board.

BE IT FURTHER ORDAINED, that this Ordinance shall be in full force and effect immediately.

BE IT FURTHER ORDAINED, that the Clerk of the County Board is hereby directed to prepare and deliver a copy of this Ordinance to the County Administrator and the County Human Resources Director.

Respectfully submitted,

**OPERATIONS & ADMINISTRATIVE
COMMITTEE**

AGREE

Gary Jury, Chairman

Jean Crosby

Angie Goral

Joe Hoffman

Keith McDonald

Eli Nicolosi

Dorothy Redd

DISAGREE

Gary Jury, Chairman

Jean Crosby

Angie Goral

Joe Hoffman

Keith McDonald

Eli Nicolosi

Dorothy Redd

The above and foregoing Ordinance was adopted by the County Board of the County of Winnebago, Illinois, this _____ day of _____, 2017.

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

Attested by:

Margie M. Mullins
Clerk of the County Board
of the County of Winnebago, Illinois

PUBLIC WORKS COMMITTEE

PUBLIC SAFETY COMMITTEE

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

Sponsored by: Dave Fiduccia
Submitted by: Public Safety Committee

2017 CR __

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

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

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

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

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

WHEREAS, the with the County Board wishes to engage the Tommy Meeks to provide such services for twelve thousand dollars (\$12,000) for fiscal year 2018 to be paid from the FY2018 Alternative Programs budget; and,

NOW, THEREFORE, BE IT RESOLVED, by the County Board of the County of Winnebago, Illinois that the Winnebago County Board Chairman is authorized to sign an independent contractor agreement for professional services with Tommy Meeks for services as a Winnebago County Community Liaison, in substantially the same form as that attached to this Resolution as Exhibit A.

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

BE IT FURTHER RESOLVED, that the County Clerk is hereby directed to prepare and deliver certified copies of this Resolution to the County Administrator and County Auditor.

Respectfully Submitted,
OPERATIONS & ADMINISTRATIVE COMMITTEE

AGREE

DISAGREE

DAVE FIDUCCIA, CHAIRMAN

DAVE FIDUCCIA, CHAIRMAN

AARON BOOKER

AARON BOOKER

DAN FELLARS

DAN FELLARS

ELI NICOLSI

ELI NICOLSI

DOROTHY REDD

DOROTHY REDD

FRED WESCOTT

FRED WESCOTT

The above and foregoing Resolution was adopted by the County Board of the County of Winnebago, Illinois this ____ day of _____, 2017.

ATTESTED BY:

FRANK HANEY

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

MARGIE M. MULLINS

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

INDEPENDENT CONTRACTOR AGREEMENT
FOR SERVICES AS WINNEBAGO COUNTY COMMUNITY LIAISON

This Agreement is made this ____ day of _____, 2017, between the **County of Winnebago**, a unit of local government (hereinafter referred to as “**County**”), whose principal address is 404 Elm Street, Rockford, Illinois, 61101, and **Tommy Meeks** of _____ (hereinafter referred to as “**Contractor**”).

RECITALS

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

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

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

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

SECTION ONE

DESCRIPTION OF WORK

The services to be performed by the Contractor under this Agreement shall be the following:

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

SECTION TWO

PAYMENT

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

SECTION THREE

RELATIONSHIP OF PARTIES

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

SECTION FOUR

TAX AND UNEMPLOYMENT INSURANCE LIABILITY

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

SECTION FIVE

INDEMNIFICATION

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

SECTION SIX

DURATION

The term of this Agreement shall be from October 1, 2017 to September 30, 2018. Either party may cancel this Agreement for any reason upon thirty (30) days written notice to the other party. This Agreement will not be automatically renewed.

SECTION SEVEN

WAIVER

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

SECTION EIGHT

VALIDITY AND INTERPRETATION

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

SECTION NINE

NOTICES

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

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

**County of Winnebago, an Illinois
body politic and corporate,**

Contractor

By: _____
Frank Haney, Chairman

Tommy Meeks

ATTEST:

Margie Mullins
Winnebago County Clerk

County Board: October 26, 2017

RESOLUTION
of the
COUNTY BOARD OF THE COUNTY OF WINNEBAGO

Sponsored by: Dave Fiduccia
Submitted by: Public Safety Committee

2017 CR

RESOLUTION AUTHORIZING THE COUNTY BOARD CHAIRMAN TO ENTER INTO
A CONTRACT FOR THE PROVISION OF INMATE MENTAL HEALTH SERVICES

WHEREAS, the Winnebago County Sheriff's Department Corrections Division needs to replace the mental healthcare provider subcontracted through the University of Illinois College of Medicine at Rockford contract for the period of December 1, 2017 to September 30, 2018; and,

WHEREAS, qualifications and pricing have been obtained from Advanced Correctional Healthcare, Inc., a vendor that specializes in providing correctional mental healthcare services; and,

WHEREAS, as this is a professional service, it is not subject to competitive bidding according to Section 2-337(b) of the Winnebago County Code; and,

WHEREAS, the Public Safety Committee of the County Board for the County of Winnebago, Illinois has reviewed a proposed contract with Advanced Correctional Healthcare, Inc. for the provision of mental health services for the inmates housed in the Winnebago County Jail; and,

WHEREAS, the agreement with Advanced Correctional Healthcare, Inc. will be for a period of 10 months, starting November 27, 2017 through September 30, 2018, at a cost that should not exceed \$103,700.00 dollars; and,

WHEREAS, it is in the best interests of the County of Winnebago to contract with Advanced Correctional Healthcare, Inc. for the provision of mental health services for the inmates housed in the Winnebago County Jail; and,

WHEREAS, the Public Safety Committee has determined that the funding to pay for the aforementioned services shall be as follows:

21000 – 43150

NOW, THEREFORE, BE IT RESOLVED, by the County Board of the County of Winnebago, Illinois that the Winnebago County Board Chairman is hereby authorized and directed to execute a contract with Advanced Correctional Healthcare, Inc. 3922 W. Baring Trace, Peoria, IL 61515 for the provision of mental health services for the inmates housed in the Winnebago County Jail.

BE IT FURTHER RESOLVED, that any contract entered into by the Chairman pursuant to the authority granted by this Resolution shall contain substantially the same terms as those contained in the contract attached hereto as "Exhibit A".

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

Respectfully Submitted,
PUBLIC SAFETY COMMITTEE

AGREE

DISAGREE

DAVE FIDUCCIA, CHAIRMAN

DAVE FIDUCCIA, CHAIRMAN

AARON BOOKER

AARON BOOKER

DAN FELLARS

DAN FELLARS

ELI NICOLOSI

ELI NICOLOSI

DOROTHY REDD

DOROTHY REDD

FRED WESCOTT

FRED WESCOTT

The above and foregoing Resolution was adopted by the County Board of the County of Winnebago, Illinois this ____ day of _____ 2017.

ATTESTED BY:

FRANK HANEY

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

MARGIE M. MULLINS

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

AGREEMENT FOR THE PROVISION OF INMATE MENTAL HEALTH SERVICES
WINNEBAGO COUNTY, ILLINOIS

This Agreement for the Provision of Inmate Mental Health Services (hereinafter referred to as the "AGREEMENT"), effective as of the date of the last signature hereto, entered into by and between the Winnebago County Sheriff in his official capacity (hereinafter referred to as the "SHERIFF") and the County of Winnebago, located in the State of Illinois (hereinafter referred to collectively with the SHERIFF as the "COUNTY"), and Advanced Correctional Healthcare, Inc. (hereinafter referred to as "ACH"), an Illinois corporation.

RECITALS

WHEREAS, the COUNTY desires to contract for the provision of mental health services to the inmates of the Winnebago County Jail (hereinafter referred to as the "FACILITY"); and

WHEREAS, ACH is a corporation which provides mental health services in incarceration facilities.

NOW THEREFORE, the parties enter into this AGREEMENT as hereinafter set forth.

DEFINITIONS

CORPORATE HOLIDAYS - New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

ARTICLE 1:
ACH

- 1.1 OTHER SERVICES AND EXPENSES. ACH may not provide and will not pay for any services, supplies and/or equipment which are not specifically contained in this AGREEMENT.
- 1.2 PRISON RAPE ELIMINATION ACT OF 2003 (PREA). Should the SHERIFF choose to comply with PREA, ACH will endeavor to comply with PREA, applicable PREA standards, and the FACILITY's policies related to PREA for preventing, detecting, monitoring, investigating, and eradicating any form of sexual abuse within the FACILITY. ACH acknowledges that, in addition to self-monitoring, the FACILITY may conduct announced or unannounced monitoring to include on-site monitoring.
- 1.3 STAFFING. ACH will provide staffing coverage as requested by the SHERIFF and detailed in this staffing section.
 - 1.3.1 MEAL BREAKS. It is understood and agreed that during unpaid meal break(s), ACH employees are (1) allowed to leave their duty post and (2) completely relieved from all duties. If the FACILITY requires the ACH employee to be "on call" during meal break(s) so that they may respond to an emergency, then the ACH employee is considered to be "on duty" and the meal break(s) will be paid for by the COUNTY.
 - 1.3.2 QUALIFIED MENTAL HEALTH PROFESSIONAL (QMHP). ACH will provide an on-site Qualified Mental Health Professional to provide mental health services to FACILITY's inmates for forty (40) hours per week on a schedule approved by the SHERIFF. When approved by the SHERIFF or designee, hours worked immediately after scheduled shifts in excess of the contracted amount will be billed monthly to the COUNTY at the prevailing

wage and benefit rate of the ACH employee. When approved by the SHERIFF or designee, hours worked on-site at times other than scheduled shifts and immediately thereafter will be billed monthly to the COUNTY at a rate of sixty-four dollars per hour (\$64.00/hour) (minimum one hour charge). For all absences, ACH endeavors to provide replacement coverage, and if it is unable to do so, ACH's Director of Mental Health Services and the SHERIFF or designee will negotiate a mutually agreeable remedy.

ARTICLE 2: **THE COUNTY**

- 2.1 DECLINING APPLICANTS FROM ACH SO THE COUNTY MAY EMPLOY THEM DIRECTLY. ACH makes a significant investment in the recruiting of new applicants and acknowledges the SHERIFF has final approval of who may enter the FACILITY. As a result, ACH does not expect the COUNTY to deny approval of an applicant presented to them in order for the COUNTY to employ that person directly. If, during the term of this AGREEMENT or within one (1) year after this AGREEMENT's termination, the COUNTY should hire an applicant who was presented to them by ACH and denied approval by the SHERIFF, the COUNTY agrees to pay ACH thirty percent (30%) of the applicant's first year's salary/compensation as a recruiting fee for each applicant.
- 2.2 DUTY TO PROTECT INMATES. The non-delegable duty to protect inmates is, and always will be, vested in the SHERIFF. This AGREEMENT does not result in the assumption of a non-delegable duty by ACH. As such, the SHERIFF specifically retains the duty and obligation for security of the inmates. This duty extends to the control of inmate movement. ACH and its personnel will assume no responsibility for the movement of inmates and assume no responsibility for inmate protection at any time.
- 2.3 ELECTRONIC COMMUNICATIONS. The COUNTY agrees to provide to ACH copies of any electronic communications between ACH and ACH's employees in the COUNTY's possession (including stored on the COUNTY's email servers) as requested by ACH. The COUNTY agrees to treat electronic communications between ACH and its employees as confidential and agrees not to share those communications with any third party unless required by law.
- 2.4 EMPLOYEE RAIDING (ANTI-POACHING AGREEMENT). ACH makes a significant investment in the training and professional development of our employees and independent contractors. As a result, ACH does not expect the COUNTY to offer employment to or otherwise "poach" ACH employees or independent contractors. If the COUNTY should hire any ACH employee or independent contractor during this AGREEMENT's term or within one (1) year after this AGREEMENT's termination, the COUNTY agrees to pay ACH a professional replacement fee of Ten Thousand Dollars (\$10,000) for each employee or independent contractor, with the following exception: this does not apply to any person who was employed by the COUNTY or working at the FACILITY for Rosecrance Health Network prior to this AGREEMENT.
- 2.5 FACILITY STAFF TRAINING. The duty to train the FACILITY corrections staff is vested in the SHERIFF. Upon request of the SHERIFF, ACH may assist in training for FACILITY corrections staff on certain topics as determined by the SHERIFF.
- 2.6 MENTAL HEALTH RECORDS. Inmate medical records will always be the property of the SHERIFF and will remain in the FACILITY.

- 2.7 OFFICE EQUIPMENT (DURABLE). The SHERIFF will provide use of COUNTY-owned office equipment and utilities in place at the FACILITY's healthcare unit. Typical office equipment expected in a medical unit would be a locking file (recommended four-drawer); paper punch; staple remover; stapler; cabinet for storing medical supplies such as Band-Aids, gauze, etc.; computer; fax machine; copier / printer; and toner. Upon termination of this AGREEMENT, the office equipment will be in good working order, with allowances made for reasonable wear and tear.
- 2.8 OFFICE SUPPLIES (DISPOSABLE). The COUNTY will provide disposable office supplies, such as medical charts, paper, pens, staples, and Post-It notes which are required for the provision of inmate healthcare services.
- 2.9 PHARMACEUTICALS. The COUNTY will pay for and provide for the provision of all pharmaceuticals.
- 2.10 SECURITY. The SHERIFF will maintain responsibility for the physical security of the FACILITY and the continuing security of the inmates. The SHERIFF understands that adequate security services are necessary for the safety of the agents, employees, and subcontractors of ACH, as well as for the security of inmates and FACILITY staff, consistent with the correctional setting. The SHERIFF will provide security sufficient to enable ACH and its personnel to safely provide the healthcare services described in this AGREEMENT. The SHERIFF will screen ACH's proposed staff to ensure that they will not constitute a security risk. The SHERIFF will have final approval of ACH's employees in regards to security/background clearance.
- 2.11 SHERIFF'S POLICIES, PROCEDURES, AND PROTOCOLS. All policies, procedures, and protocols will at all times remain the property of the SHERIFF and will remain at the FACILITY. ACH may make recommendations to the SHERIFF's existing mental health policies, procedures and protocols. Those recommendations are made for the SHERIFF's consideration.
- 2.12 STAFFING. Medical services at the FACILITY will be provided by the COUNTY through an independent contractor and ACH has no responsibility under this AGREEMENT to provide medical services at the FACILITY. The parties further agree that the medical staff provided by the independent contractor will work cooperatively with ACH employees and subcontractors to effectively carry out the terms and conditions of this AGREEMENT. ACH will not be responsible for the training of the independent contractor's medical staff or for training FACILITY corrections staff on medical topics.

ARTICLE 3: **COMPENSATION/ADJUSTMENTS**

- 3.1 FUNDING THE FACILITY'S HEALTHCARE PROGRAM. It is ultimately the responsibility of the COUNTY to appropriately fund the FACILITY's mental healthcare program. As a result, ACH's mental healthcare program at the FACILITY (staffing, etc.) is customized and approved by the COUNTY with and after ACH's input.
- 3.2 ANNUAL AMOUNT/MONTHLY PAYMENTS. The annualized amount to be paid by the COUNTY to ACH under this AGREEMENT is to be one hundred eighteen thousand four hundred thirty-five dollars and fifty-two cents (\$118,435.52). The COUNTY will make monthly payments of nine thousand eight hundred sixty-nine dollars and sixty-three cents (\$9,869.63), which is equal to 1/12 of the annualized amount, during the term of this AGREEMENT. ACH will bill the COUNTY approximately thirty (30) days prior to the month in which services are to be rendered.

The COUNTY agrees to pay ACH in accordance with the Illinois Local Government Prompt Payment Act (50 ILCS 505).

ARTICLE 4:
TERM AND TERMINATION

- 4.1 TERM. The term of this AGREEMENT will begin on _____ at 12:01 A.M. and will continue in full force and effect until _____ at 11:59 P.M., unless earlier terminated, extended, or renewed pursuant to this AGREEMENT.
- 4.2 TERMINATION.
- 4.2.1 90-DAY OUT CLAUSE. Notwithstanding anything to the contrary contained in this AGREEMENT, the COUNTY, the SHERIFF, or ACH may, without prejudice to any other rights they may have, terminate this AGREEMENT by giving ninety (90) days' advance written notice to the other party. If ninety (90) days' advance written notice is provided, termination will be without penalty to any of the parties. If the SHERIFF or the COUNTY gives ACH less than ninety (90) days' advance written notice, the COUNTY agrees to pay to ACH a penalty equal to one (1) month's contract price as an early termination fee.

ARTICLE 5:
GENERAL TERMS AND CONDITIONS

- 5.1 ADVICE OF COUNSEL. Each of the parties (a) has had the opportunity to seek counsel, legal or otherwise, prior to entering into this AGREEMENT, (b) is freely entering into this AGREEMENT of his/her or its own volition, and (c) understands and agrees that this AGREEMENT will be construed as if drafted by both parties and not by one party solely.
- 5.2 ARBITRATION; GOVERNING LAW. The parties hereby agree that any dispute arising under this AGREEMENT, or in connection with any breach thereof, will be finally resolved through binding arbitration conducted in Winnebago, Illinois, in accordance with the Commercial Arbitration Rules of the American Arbitration Association by a single, neutral arbitrator appointed in accordance with such Rules. No punitive damages may be granted by the arbitrator. The parties agree that the arbitrator's decision will be the sole, exclusive and binding remedy between them regarding any and all such disputes. This AGREEMENT, and any arbitration conducted thereby, will be governed by the laws of the State of Illinois (without reference to conflicts of laws principles).
- 5.3 ASSIGNMENT. ACH may not assign this AGREEMENT or any rights hereunder in whole or in part. Subject to the foregoing, this AGREEMENT will inure to the benefit of and be binding upon each of the heirs, permitted assigns, and successors of the respective parties. Any assignment in violation of this section will be null and void.
- 5.4 ATTORNEY FEES AND COSTS. In the event a lawsuit, arbitration, or mediation is initiated by either party, the party against whom a judgment or award is entered will also be liable for costs of suit and reasonable attorneys' fees as set by the court or arbitrator.
- 5.5 AUTHORITY. The persons signing below represent that they have the right and authority to execute this AGREEMENT for their respective entities and no further approvals are necessary to create a binding AGREEMENT.

- 5.6 AUTOMATED DEFIBRILLATORS (AEDs). ACH has no responsibility to purchase or provide AEDs for the FACILITY. ACH has no role in the maintenance and/or inspection of those units. ACH will not be liable for defective and/or non-working AEDs in the FACILITY.
- 5.7 COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS. The SHERIFF, the COUNTY, and ACH agree that no party will require performance of any ACH or COUNTY employee, agent or independent contractor that would violate federal, state and/or local laws, ordinances, rules and/or regulations. ACH will not be responsible for any additional services required at the FACILITY as the result of governmental (including, but not limited to, the Department of Justice, Immigration and Customs Enforcement, Department of Corrections, Federal Bureau of Prisons, or United States Marshals Service) investigation, mandate, memorandum, or order unless this AGREEMENT is amended by the parties to provide for such additional services. Should new legislation require substantial new mental health treatment for the FACILITY's inmates, ACH will not be obligated to pay for it. ACH and the COUNTY agree to negotiate in good faith to amend this AGREEMENT in the event of such new legislation.
- 5.8 COUNTERPARTS; HEADINGS. This AGREEMENT may be executed in counterparts, each of which will be an original and all of which will constitute one AGREEMENT. The headings contained in this AGREEMENT are for reference purposes only and will not affect in any way the meaning or interpretation of this AGREEMENT. The terms "inmate" and "detainee" may be used interchangeably throughout this AGREEMENT and will not affect in any way the meaning or interpretation of this AGREEMENT.
- 5.9 ENTIRE AGREEMENT; AMENDMENT. This AGREEMENT (along with the business associate agreement) represents the entire understanding of the parties with respect to the subject matter hereof, supersedes and cancels all prior agreements, understandings, arrangements, or representations between the parties with respect to such subject matter, and may only be amended by written agreement of both parties. The parties agree that their performances hereunder do not obligate either party to enter into any further agreement or business arrangement.
- 5.10 EQUAL EMPLOYMENT OPPORTUNITY. It is the policy of ACH to provide equal employment opportunities to all employees and applicants for employment without regard to race, color, religion, sex, national origin, disability, age, or genetics. In addition, it is the policy of ACH to comply with applicable state and local laws governing nondiscrimination in employment. This policy applies to all terms and conditions of employment including, but not limited to, recruitment, hiring, placement, promotion, termination, layoff, recall, transfer, leaves of absence, benefit plans, all forms of compensation, and training.
- 5.11 EXCUSED PERFORMANCE. In case performance of any terms of parts hereof will be delayed or prevented because of compliance with any law, decree, or order of any governmental agency or authority of local, state, or federal governments or because of riots, public disturbances, strikes, lockouts, differences with workers, fires, floods, Acts of God, or any other reason whatsoever which is not within the control of the parties whose performance is interfered with and which, by the exercise of reasonable diligence, said party is unable to prevent, the party so suffering may at its option, suspend, without liability, the performance of its obligations hereunder during the period such cause continues.
- 5.12 FILMING. ACH does not consent to the filming of its employees for any commercial purpose including, but not limited to, documentaries, docuseries (including, but not limited to, "60 Days In"), etcetera. If the SHERIFF, FACILITY and/or COUNTY decide to engage in such a project, they agree to notify ACH's legal department at least 90 days prior to filming, at 309-692-8100;

facsimile: 309-214-9977; or email: Jessica.Young@advancedch.com. ACH reserves the right to terminate the AGREEMENT prior to the beginning of the filming of such a project. ACH will have no obligation under this AGREEMENT to maintain insurance coverage against any loss or damage caused or necessitated by the filming of such a project. The COUNTY agrees to hold harmless and indemnify ACH and its employees against any loss or damage, including reasonable attorneys' fees and other costs of litigation, caused or necessitated by the filming of such a project.

5.13 HOLD HARMLESS AND INDEMNIFY.

5.13.1 ACH will hold harmless and indemnify the COUNTY and SHERIFF (together with their respective employees) against any loss or damage, including reasonable attorneys' fees and other costs of litigation, solely caused or necessitated by the negligent, reckless, intentional, or deliberately indifferent conduct of ACH or its employees, which is related to medical treatment or care provided by ACH. With respect to any claim for indemnification, the COUNTY will (i) give written notice thereof to ACH within a reasonable period following the event or occurrence as to which the right to indemnification is or may be asserted and (ii) allow ACH (including the employees, agents, and counsel) reasonable access to any of its employees, property, and records for the purposes of conducting an investigation of such claim and for the purpose of obtaining statements, photographs, and taking such other steps as may be reasonable to preserve evidence of the occurrence on which the claim is based. If the COUNTY denies ACH reasonable access as set forth, after written request therefore, the COUNTY will assume sole responsibility for the claim for which indemnification is sought and will not be entitled to indemnity.

5.13.2 The COUNTY will hold harmless and indemnify ACH (together with its respective employees) against any loss or damage, including reasonable attorneys' fees and other costs of litigation, solely caused or necessitated by the negligent, reckless, intentional, or deliberately indifferent conduct of the COUNTY or its employees, which is related to medical treatment or care provided by ACH. With respect to any claim for indemnification, ACH will (i) give written notice thereof to the COUNTY within a reasonable period following the event or occurrence as to which the right to indemnification is or may be asserted and (ii) allow the COUNTY (including the employees, agents, and counsel) reasonable access to any of its employees, property, and records for the purposes of conducting an investigation of such claim and for the purpose of obtaining statements, photographs, and taking such other steps as may be reasonable to preserve evidence of the occurrence on which the claim is based. If ACH denies the COUNTY reasonable access as set forth, after written request therefore, ACH will assume sole responsibility for the claim for which indemnification is sought and will not be entitled to indemnity.

5.13.3 Nothing in this AGREEMENT shall be construed to prohibit the COUNTY or SHERIFF from bringing a third-party joint tortfeasor action for contribution against ACH in the event a lawsuit is brought only against COUNTY or SHERIFF for a claim with respect to which COUNTY or SHERIFF contend ACH is solely or partially at fault. Likewise, nothing in this AGREEMENT shall be construed to prohibit ACH from bringing a third-party joint tortfeasor action for contribution against COUNTY or SHERIFF in the event a lawsuit is brought only against ACH for a claim with respect to which ACH contends COUNTY or SHERIFF are solely or partially at fault. Notwithstanding the foregoing, in the event a lawsuit is brought arising out of the mental health services contemplated by this AGREEMENT against any of the parties to this AGREEMENT, the parties agree to mutually cooperate with each other in the defense of any such lawsuit to the greatest extent as is reasonably and ethically possible.

- 5.14 INDEPENDENT CONTRACTORS. ACH may engage certain healthcare professionals as independent contractors rather than employees. ACH will obtain the SHERIFF's prior written approval before entering into an agreement with any independent contractor.
- 5.15 INSURANCE.
- 5.15.1 ACH will maintain professional liability insurance, including civil rights liability, with minimum limits of One Million Dollars (\$1,000,000) each occurrence, Three Million Dollars (\$3,000,000) annual aggregate.
- 5.15.2 ACH will maintain workers' compensation and employer's liability insurance covering its employees while on the FACILITY's premises that complies with the statutory minimum requirements in the applicable state(s).
- 5.15.3 ADDITIONAL INSUREDS. ACH will name the SHERIFF and the COUNTY as an additional insured for the sole negligence of ACH under the professional liability portion of insurance.
- 5.16 NO GRANT OF RIGHTS. Each of the parties understands and agrees that no grant or license of a party's rights in any patent, trademark, trade secret, copyright and/or other intellectual property right is made hereby, expressly or by implication.
- 5.17 NO RELATIONSHIP OR AUTHORITY. The parties agree that ACH will at all times be an independent contractor in the performance of the services hereunder, and that nothing in this AGREEMENT will be construed as or have the effect of constituting any relationship of employer/employee, partnership, or joint venture between the COUNTY and ACH. ACH does not have the power or authority to bind the COUNTY or to assume or create any obligation or responsibility on the COUNTY's behalf or in the COUNTY's name, except as otherwise explicitly detailed in this AGREEMENT, and ACH will not represent to any person or entity that ACH has such power or authority. ACH will not act as an agent nor will ACH be deemed to be an employee of the COUNTY for the purposes of any employee benefit program.
- 5.18 NOTICE. Any notice required or permitted to be given hereunder will be in writing and delivered to the respective addresses in this section or such other addresses as may be designated in writing by the applicable party from time to time, and will be deemed to have been given when sent. To the SHERIFF and/or the COUNTY: Winnebago County Sheriff's Department, 650 W. State St., Rockford, IL 61102; facsimile: 815.961.3687; email: owenst@wcso-il.us. To ACH: Advanced Correctional Healthcare, Inc., Attn: Contracts Manager, 3922 West Baring Trace, Peoria, IL 61615; facsimile: 309.214.9977; email: jason.kolberg@advancedch.com.
- 5.19 OTHER CONTRACTS AND THIRD PARTY BENEFICIARIES. The parties acknowledge that ACH is not bound by any other existing contracts to which either the SHERIFF or the COUNTY are a party and which relate to the provision of healthcare to inmates at the FACILITY. The parties agree that they have not entered into this AGREEMENT for the benefit of any third person(s) and it is their express intention that this AGREEMENT is intended to be for their respective benefits only and not for the benefits of others who might otherwise be deemed to constitute third party beneficiaries thereof.
- 5.20 SEVERABILITY. If any provision of this AGREEMENT, or any portion thereof, is found to be invalid, unlawful, or unenforceable to any extent, such provision will be enforced to the maximum extent permissible so as to effect the intent of the parties, and the remainder of this AGREEMENT

will continue unaffected in full force and effect. The parties will negotiate in good faith an enforceable substitute provision for such invalid provision that most nearly achieves the same intent and economic effect.

- 5.21 WAIVER. Any waiver of the provisions of this AGREEMENT or of a party's rights or remedies under this AGREEMENT must be in writing to be effective. Failure, neglect, or delay by a party to enforce the provisions hereof or its rights or remedies at any time, will not be construed as a waiver of such party's rights or remedies hereunder and will not in any way affect the validity of this AGREEMENT or prejudice such party's right to take subsequent action.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the date and year written below.

ADVANCED CORRECTIONAL HEALTHCARE, INC.

Sherri Miller
President & Chief Operations Officer

Date

COUNTY OF WINNEBAGO, ILLINOIS

Gary Caruana, Sheriff

Date

Chairman, Winnebago County Board

Date

County Board: October 26, 2017

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

Sponsored by: Dave Fiduccia
Submitted by: Public Safety Committee

2017 CR

RESOLUTION AUTHORIZING ANIMAL SERVICES MICROCHIP CONTRACT

WHEREAS, the Code of Ordinances for the County of Winnebago, provides in Chapter 13A, that all purchases for, and contracts for, supplies, materials, equipment, and contractual services, the value of which is estimated to exceed \$12,000, shall be based on competitive bids by the County Board; and,

WHEREAS, the Code of Ordinances Sec. 2-345 further allows for a contract with a sole source of supply or manufacturer with terms most advantageous to the County and to submit such to the County Board for purchases exceeding \$12,000; and,

WHEREAS, Winnebago County Animal Services purchases approximately \$17,000 dollars a year worth of microchips to help unite pets with their owners by microchipping pets; and,

WHEREAS, Datamars Inc. is the manufacturer of the microchips that are compatible with the scanners used by Winnebago County Animal Services, other local governments and others; and,

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

77000 - 42290

NOW, THEREFORE, BE IT RESOLVED, by the County Board of the County of Winnebago, Illinois that a multi-year agreement be issued to Datamars Inc., 250 West Cummings Parkway, Woburn, MA 01801.

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

Respectfully Submitted,
PUBLIC SAFETY COMMITTEE

AGREE

DISAGREE

DAVE FIDUCCIA, CHAIRMAN

DAVE FIDUCCIA, CHAIRMAN

AARON BOOKER

AARON BOOKER

DAN FELLARS

DAN FELLARS

ELI NICOLSI

ELI NICOLSI

DOROTHY REDD

DOROTHY REDD

FRED WESCOTT

FRED WESCOTT

The above and foregoing Resolution was adopted by the County Board of the County of Winnebago, Illinois this _____ day of _____ 2017.

ATTESTED BY:

FRANK HANEY

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

MARGIE M. MULLINS

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

County Board: October 26, 2017

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

Sponsored by: Dave Fiduccia
Submitted by: Public Safety Committee

2017 CR

RESOLUTION AUTHORIZING PARTICIPATION IN THE HILL'S SHELTER FEEDING PROGRAM

WHEREAS, the Code of Ordinances for the County of Winnebago, provides in Chapter 13A, that all purchases for, and contracts for, supplies, materials, equipment, and contractual services, the value of which is estimated to exceed \$12,000, shall be based on competitive bids by the County Board; and,

WHEREAS, the Code of Ordinances Sec. 2-345 further allows for a contract with a sole source of supply or manufacturer with terms most advantageous to the County and to submit such to the County Board for purchases exceeding \$12,000; and,

WHEREAS, Winnebago County Animal Services requires approximately \$50,000 worth of higher quality animal feed each year; and

WHEREAS, Animal Services prefers to participate in the only feeding program designed for shelter animals that offers higher quality feed at a substantial discounted rate of up to 50% percent; and,

WHEREAS, Hill's Pet Nutrition is the only sole-source manufacturer for a shelter feeding program designed for not-for-profits and governments; and,

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

77000 - 42290

NOW, THEREFORE, BE IT RESOLVED, by the County Board of the County of Winnebago, Illinois that a multi-year agreement be issued to Hill's Pet Nutrition P.O. Box 148 Topeka, KS 66601 for their Shelter Program.

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

Respectfully Submitted,
PUBLIC SAFETY COMMITTEE

AGREE

DISAGREE

DAVE FIDUCCIA, CHAIRMAN

DAVE FIDUCCIA, CHAIRMAN

AARON BOOKER

AARON BOOKER

DAN FELLARS

DAN FELLARS

ELI NICOLOSI

ELI NICOLOSI

DOROTHY REDD

DOROTHY REDD

FRED WESCOTT

FRED WESCOTT

The above and foregoing Resolution was adopted by the County Board of the County of Winnebago, Illinois this ____ day of _____ 2017.

ATTESTED BY:

FRANK HANEY

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

MARGIE M. MULLINS

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

2017 CO

**ORDINANCE AMENDING CHAPTER 14 OF THE
WINNEBAGO COUNTY CODE**

WHEREAS, Chapter 14 of the Winnebago County Code is entitled “Animal Control Ordinance of Winnebago County”; and

WHEREAS, the Animal Control Ordinance of Winnebago County sets forth obligations of owners of domestic animals including cats; and

WHEREAS, the Illinois Animal Control Act, 510 ILCS 5/1 *et seq.*, authorizes counties to require dogs and cats to be registered with the county, but exempts feral cats from such registration requirement; and

WHEREAS, the Illinois Animal Control Act provides a definition of “owner” of an animal which is consistent with the definition contained in the Animal Control Ordinance of Winnebago County, except that the Illinois Animal Control Act definition exempts caretakers of feral cat colonies from being defined as “owners”;

WHEREAS, it is in the interests of the residents of Winnebago County, and Winnebago County Animal Services that the Illinois Animal Control Act and the Winnebago County Animal Control Ordinance not be inconsistent with each other; and

WHEREAS, it is in the best interests of the people of Winnebago County, Illinois, that the definition of “owner” in the Winnebago County Animal Control Ordinance be amended.

NOW, THEREFORE, BE IT ORDAINED, by the County Board of the County of Winnebago, Illinois, that Section 14-4 of the Winnebago County Code is hereby amended to read as follows (changes are in bold);

Sec. 14-4. - Definitions.

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Act refers to the Animal Control Act (510 ILCS 5/1 *et seq.*, as amended).

Administrator means a veterinarian licensed by the state and appointed pursuant to this chapter.

Animal services officer means a person hired by the county to perform duties as assigned by the administrator or the director in order to effectuate the purposes of this chapter and the animal control act.

Animal shelter means a facility operated, owned or maintained by a duly incorporated humane society, animal welfare society or other nonprofit organization for the purpose of providing for and promoting the welfare, protection and humane treatment of animals.

Confined means restriction of an animal at all times by the owner, or his agent, to an escape-proof building or other enclosure away from other animals and the public.

Dangerous dog means any individual dog which when either unmuzzled, unleashed, or unattended by its owner, or a member of its owner's family, approaches any person in a vicious or terrorizing manner, in an apparent attitude of attack, upon streets, sidewalks or any public grounds or places.

Department means the animal services department of the county.

Director means a person appointed by the county board to direct and supervise the operation of the county animal services department.

Dog means all members of the family canidae.

Domestic animal means any cattle, calves, buffalo, cattalo, sheep, swine, and goats.

Enclosure means a fence or structure of at least six feet in height, forming or causing an enclosure suitable to prevent the entry of young children, and suitable to confine a vicious dog in conjunction with other measures which may be taken by the owner or keeper, such as tethering of a vicious dog within the enclosure. Such enclosure shall be securely enclosed and locked and designed with secure sides, top and bottom and shall be designed to prevent the animal from escaping from the enclosure.

Has bitten means has seized with the teeth or jaws so that the person or animal seized has been nipped, gripped, wounded or pierced, and further includes contact of saliva with any break or abrasion of the skin.

Hobby breeder and exhibitor means any individual who, as a profession or hobby, breeds and shows dogs at least twice during the calendar year at an event sanctioned by the American Kennel Club.

Impounded means taken into the custody of the public pound or other place of confinement.

Oversight committee means that committee of the county board that is responsible for overseeing the administration of the animal services department.

Owner means any person having a right or property in an animal or who keeps or harbors an animal or who has it in his care or acts as its custodian or who knowingly permits a dog or other domestic animal to remain on or about any premises occupied by him. **"Owner" does not include a feral cat caretaker participating in a trap, spay/neuter, return or release program recognized by the administrator or by the chairman of the county board.**

Poultry means domesticated chickens, turkeys, ducks, geese, guineas, or rabbits capable of being used for human consumption.

Veterinary hospital or clinic means any hospital or clinic operated by a veterinarian or veterinarians licensed under the Veterinary Medicine and Surgery Practice Act, 225 ILCS 115/1 et seq.

Vicious dog means any individual dog:

- (1) That when unprovoked inflicts injury, bites or attacks a human being or other animal either on public or private property;
- (2) With a known propensity, tendency, or disposition to attack without provocation, to cause injury or to otherwise endanger the safety of human beings or domestic animals;
- (3) That has as a trait or characteristic and a generally known reputation for viciousness, dangerousness or unprovoked attacks upon human beings or other animals, unless handled in a particular manner or with special equipment;
- (4) Which attacks a human being or domestic animal without provocation; or
- (5) Which has been found to be a dangerous dog upon three separate occasions.

No dog shall be deemed vicious if it bites, attacks or menaces a trespasser on the property of its owner or harms or menaces any one who has tormented or abused it or is a professionally trained dog for law enforcement or guard duties.

BE IT FURTHER ORDAINED, that this Ordinance Amendment shall be effective upon its adoption.

BE IT FURTHER ORDAINED, that the Clerk of the County Board is hereby directed to prepare and deliver a certified copy of the Ordinance Amendment to the Administrator of the Winnebago County Animal Services Department.

The above and foregoing Ordinance Amendment was adopted by the County Board for the County of Winnebago, Illinois, this _____ day of _____, 2017.

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

ATTEST:

Margie Mullins, Clerk of the
County Board of the County of
Winnebago, Illinois

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

The Public Safety Committee presents the following Ordinance Amending Chapter 14 of the Winnebago County Code regarding animal registration fees, and recommends its adoption.

Respectfully submitted,
Public Safety Committee

Respectfully submitted,
Public Safety Committee

Dave Fiduccia, Chairperson

Dave Fiduccia, Chairperson

Aaron Booker

Aaron Booker

Dorothy Redd

Dorothy Redd

Fred Wescott

Fred Wescott

Eli Nicolosi

Eli Nicolosi

Dan Fellars

(TO ADOPT)

Dan Fellars

(NOT TO ADOPT)

Dated this _____ day of _____, 2017.