



# WINNEBAGO COUNTY

— ILLINOIS —

## REVISED

## AGENDA

Winnebago County Courthouse  
400 West State Street | Rockford, IL 61101  
County Board Room | 8<sup>th</sup> Floor

Thursday, October 11, 2018

6:00 p.m.

1. Call to Order ..... Chairman Frank Haney
2. Agenda Updates .....Chairman Haney
3. Roll Call .....Clerk Tiana McCall
4. Invocation .....Board Member **Ted Biondo**
5. Awards, Proclamations, Presentations, Public Hearings, and Public Participation
  - A. Awards – None
  - B. Proclamations – “Domestic Violence Awareness Month” – Accepted by Judge Rosemary Collins, 17<sup>th</sup> Judicial Circuit Court
  - C. Presentations – **None**
6. Public Comment ..... Registered Speakers  
*Members of the public may address the Board by submitting their request no later than 2 hours prior to the start of the meeting. Contact [www.wincoil.us](http://www.wincoil.us) or (815) 319-4225 for guidelines.*
7. Meeting Minutes .....Chairman Haney
  - A. Approval of **September 6, 13, and 20**, 2018 minutes
  - B. Layover of **September 27**, 2018 minutes
8. Announcements & Communications ..... Clerk McCall
  - A. Correspondence (see packet)
9. Board Member Correspondence ..... Board Members
10. Chairman’s Report .....Chairman Haney
11. County Administrator’s Report.....Administrator Carla Paschal

**12. Approval of Consent Agenda.....Chairman Haney**  
A. Raffle Report

**13. Standing Committee Reports .....Chairman Haney**

- A. Finance Committee ..... **Ted Biondo, Committee Chairman**
1. Committee Report
  2. Resolution Authorizing Settlement of a Claim Against the County of Winnebago Entitled Arthur Blewett Versus Winnebago County
  3. Resolution Authorizing Settlement of a Claim Against the County of Winnebago Entitled Dominick Barcellona Versus Winnebago County
  4. Ordinance Creating Sections of Chapter 2, Article II, Division 1 (Pension Obligation Bond Policy) of the County Code of Ordinances to be Laid Over
- B. Zoning Committee ..... **Jim Webster, Committee Chairman**  
Planning and/or Zoning Requests:
1. V-03-18 A Variation to Allow a Front Yard Setback of 15 Feet Instead of the Required Established Building Setback of 50 Feet in the CG, General Commercial District for property that is commonly known as 14440 Dearborn Ave., South Beloit, IL 61080 in Roscoe Township, District 4
  2. V-04-18 A Variation to Waive the Required Number of Off-Street Parking Spaces (to Allow No Off-Street Parking) for a Not-for-Profit Private Recreational Use Authorized by Special Use Permit in the RR, Rural Residential District for property commonly known as 916 & XXX Concord Ave., Rockford, IL 61102 in Rockford Township, District 18
  3. V-05-18 A Variation to Allow a Front Yard Setback of 0 Feet Instead of the Required Min. Setback of 30 Feet (and/or the Established Building Setback of 60 Feet) in the AG, Agricultural Priority District for property commonly known as 8612 Burr Oak Road, Roscoe, IL 61073 in Harlem Township, District 7
  4. SU-03-18 A Special Use Permit for a Wedding and/or Reception Facility in the AG, Agricultural Priority District for property commonly known as 3013 W. Rockton Road, Rockton, IL 61072 in Rockton Township, District 2
  5. V-06-18 A Variation to Allow a Structure (Batch/Drum Plant with Accessory Components such as a Silo, Conveyor, etc.) to be 80 Feet in Height Instead of the Permitted Height of 50 Feet in the AG, Agricultural Priority District for property commonly known as 11200 N. Main Street, Rockton, IL 61072 in Rockton Township, District 2
  6. Committee Report
- C. Economic Development Committee..... **Fred Wescott, Committee Chairman**
1. Committee Report
- D. Operations & Administrative Committee ..... **Gary Jury, Committee Chairman**
1. Committee Report

2. Resolution Authorizing Transfer of WinGIS Funds from County to Region 1 Planning Council (R1PC)
3. Resolution Awarding Bid for Snow Plowing Services
4. Resolution Authorizing the Chairman of the County Board to Execute an Agreement for a Recruiting Social Media Digital Geo-Fencing Campaign with WTVO/WQRF ABC
5. An Ordinance Prohibiting the Use of Ground Water as a Potable Water Supply by the Installation or Use of Potable Water Supply Wells or by Any Other Method
6. Resolution Authorizing the Chairman of the County Board to Execute an Amendment to Agreement Between Winnebago County, Illinois and Remedies
7. Resolution Authorizing the Chairman of the County Board to Execute an Amendment to Agreement Between Winnebago County, Illinois and Rosecrance, Inc.
8. Resolution Authorizing the Chairman of the County Board to Execute an Independent Contractor Agreement for Services as Winnebago County Community Liaison Between Winnebago County, Illinois and Tommy Meeks

E. Public Works Committee .....**Dave Kelley, Committee Chairman**

1. Committee Report
2. (18-027) Resolution Authorizing the Execution of Annual Professional Services Agreements with the Following Firms: Fehr Graham for Land Surveying and Engineering Services; Chastain & Associates LLC for Engineering Services; Hanson Professional Services Inc. for Structural Engineering Services; Testing Service Corporation for Geotechnical Engineering Material Engineering and Testing Services; Davidson & Associates for Real Estate Appraisal Services; and Magdziarz Group, Inc. dba Real Property Consultants for Real Estate Appraisals Services  
Cost: \$75,000 C.B. District: County Wide
3. (18-028) A Resolution Regarding Bids for the Rehabilitation of Well #1 Winnebago Water District Wellhouse (Section 18-00656-00-MG)  
Cost: 00.00 C.B. District: 9

F. Public Safety Committee.....**Dave Fiduccia, Committee Chairman**

1. Committee Report
2. Resolution Authorizing the Chairman of the County Board to Execute an Intergovernmental Agreement for the Operation and Funding of an Integrated Records Management System (RMS)
3. Ordinance Amending Chapter 14 of the Winnebago County Code (Animal Services Administrator Authority to Modify Fees) to be Laid Over

14. Unfinished Business.....**Chairman Haney**

15. New Business.....**Chairman Haney**

16. Adjournment .....**Chairman Haney**

**Next Meeting: Thursday, October 25, 2018**



# Proclamation *in Recognition of* **Domestic Violence Awareness Month (Oct. 1-31, 2018)**

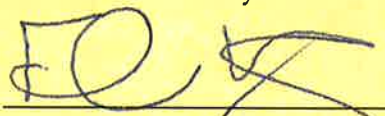
- WHEREAS,** domestic violence crosses all socioeconomic lines including but not limited to race, ethnicity, gender, age, education, employment, and marital status; and
- WHEREAS,** in the State of Illinois domestic violence survivors and their children received over 521,000 hours of service from domestic violence programs during the last fiscal year; and
- WHEREAS,** in 2017 the Winnebago County Sheriff's Department responded to over 1,500 domestic related calls in Winnebago County; and
- WHEREAS,** in the year 2017, over 1,500 child and adult victims of domestic violence received direct services including emergency shelter, legal advocacy, and counseling from the local domestic violence program, Remedies Renewing Lives. Likewise, over 2,400 Emergency Orders of Protection were requested in Winnebago County; and
- WHEREAS,** throughout the month of October the Family Violence Coordinating Council and other prevention groups will be hosting several events to bring awareness to the issue of domestic violence and thus give hope to all victims of abuse struggling with this issue; and
- WHEREAS,** the 17<sup>th</sup> Judicial Circuit Court has been a leader in reducing domestic violence and have secured state and federal grants totaling approximately \$5.2 million; and
- NOW, THEREFORE BE IT RESOLVED,** I, Frank Haney, Chairman of the Winnebago County Board, do hereby proclaim October 2018 to be:

## **"Domestic Violence Awareness Month"**

in Winnebago County, and encourage all citizens to rally support for domestic violence victims and to volunteer with organizations pledging to end this crime that plagues not only our fair County, but also society at large.



IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the County of Winnebago, Illinois to be affixed this 11th day of October, 2018.

  
\_\_\_\_\_  
**Frank Haney, Chairman  
Winnebago County Board**

# **ANNOUNCEMENTS & COMMUNICATIONS**





# WINNEBAGO COUNTY

— ILLINOIS —

## Announcements & Communications

Date: October 11, 2018

Item: Correspondence to the Board

Prepared by: County Clerk Tiana McCall

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**Governing Statute(s):** State of Illinois Counties Code [55 ILCS 5/Div. 3-2, Clerk](#)

**County Code:** [Ch 2. Art. II. Div. 4, Sec. 2.86 – Record Keeping & Communications](#)

**Background:** The items listed below were received as correspondence.

1. County Clerk McCall received from the United States Nuclear Regulatory Commission the following:
  - a. Federal Register / Vol. 83, No. 171 / Tuesday, September 4, 2018 / Notice
  - b. Byron Station, Units 1 and 2 – Notification of an NRC Biennial Licensed
  - c. Federal Register / Vol. 83, No. 191 / Tuesday, October 2, 2018 / Notices
  - d. A Letter regarding Byron Station, Unit 2 –Acceptance Review and Resource Estimate Regarding Relief Request I4R-16
2. County Clerk McCall received from Charter Communications letters regarding Upcoming Changes for the following:
  - a. County of Winnebago
  - b. Township of Roscoe
  - c. Township of Harlem
  - d. Township of Rockton
3. County Clerk McCall received from Charter Communications a letter regarding the Quarterly Franchise Fee Payment for the Village of Rockton.
4. County Clerk McCall received from the Illinois Environmental Protection Agency the following:



# WINNEBAGO COUNTY

— ILLINOIS —

- a. A Notice of Public Comment Period Proposed Issuance of a Construction Permit Winnebago Reclamation Services near Rockford.
  - b. Notice of Application for Permit to Manage Waste; Description of Project: Alternate source demonstration for the second quarter 2018 confirmed exceedance of dissolved magnesium at G179 in accordance with Condition VIII. 15 Modification No. 72.
5. County Clerk McCall received from Comcast a letter regarding Additions to the Xfinity Instant TV channel line-up.
  6. County Clerk McCall received from Nancy McPherson, Winnebago Recorder the Monthly Report for September, 2018

**Recommendation:** The Winnebago County Clerk recommends that the correspondence listed be placed on file as a part of the County Board records maintained by the County Clerk.

# **CHAIRMAN'S REPORT**



# **ADMINISTRATOR'S REPORT**

# **CONSENT AGENDA**

## RAFFLE APPLICATION REPORT

Presently the County Clerk's office has Raffle Applications submitted by  
8 different organizations for 9 Raffles.

All applying organizations have complied with the requirements of the Winnebago  
County Raffle Ordinance. All fees have been collected, bonds received and all  
individuals involved with the raffles have received the necessary Sheriff's  
Department clearance.

The Following Have Requested A Class A, General License				
LICENSE #	# OF RAFFLES	NAME OF ORGANIZATION	LICENSE DATES	AMOUNT
29876	1	HELPING HANDS PANTRY	11/03/2018-11/03/2018	\$1,000.00
29877	1	HONONEGAH OPPORTUNITES FOR PUBLIC EDUCATION FOUNDATION	11/01/2018-03/09/2019	\$9,050.00
29878	1	MILESTONE, INC.	11/01/2018-12/19/2018	\$740.00
29879	1	PECATONICA FIRE PROTECTION DISTRICT	11/17/2018-11/17/2018	\$2, 445.00
29880	1	ROCKFORD ICEHOGS BOOSTER CLUB	11/03/2018-11/03/2018	\$750.00
29881	1	ROCKFORD ICEHOGS BOOSTER CLUB	11/23/2018-11/23/2018	\$750.00
29882	1	THE LITERACY COUNCIL	10/12/2018-11/08/2018	\$4,999.00
29883	1	THE UNITARIAN UNIVERSALIST CHURCH	10/12/2018-11/03/2018	\$500.00

The Following Have Requested A Class B, MULTIPLE (2, 3 OR 4) LICENSE				
LICENSE #	# OF RAFFLES	NAME OF ORGANIZATION	LICENSE DATES	AMOUNT

The Following Have Requested A Class C, One Time Emergency License				
LICENSE #	# OF RAFFLES	NAME OF ORGANIZATION	LICENSE DATES	AMOUNT

The Following Have Requested A Class D, E, & F Limited Annual License				
LICENSE #	# OF RAFFLES	NAME OF ORGANIZATION	LICENSE DATES	AMOUNT
29884	1	WINNEBAGO FANS ASSOCIATION FUNDRAISER DISTRICT 323	11/01/2018-11/01/2019	\$ 750.00

This concludes my report.

Deputy Clerk Kayla Hilliard

TIANA J. MCCALL  
Winnebago County Clerk

Date 11-Oct-18

# **FINANCE COMMITTEE**

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

Submitted by: Finance Committee

2018 CR

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**RESOLUTION AUTHORIZING SETTLEMENT OF A CLAIM  
AGAINST THE COUNTY OF WINNEBAGO ENTITLED  
ARTHUR BLEWETT VERSUS WINNEBAGO COUNTY**

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**WHEREAS**, the County of Winnebago, Illinois, is involved in having claims asserted against it by Arthur Blewett for injuries allegedly sustained while in the employment of the Sheriff's Department; and,

**WHEREAS**, the Plaintiff has offered to settle the above claim against the County of Winnebago for consideration payable in the amount of \$288,338.55 for the settlement funding for a Workers Compensation case; and,

**WHEREAS**, counsel for the County of Winnebago recommends that it is in the best interest of the County of Winnebago to settle the above referenced claims upon the terms of the proposed settlement.

**NOW, THEREFORE, BE IT RESOLVED**, by the County Board of the County of Winnebago, Illinois that it does hereby authorize settlement of the claims entitled Arthur Blewett versus County of Winnebago for injuries allegedly sustained by Arthur Blewett while in the employment of the Sheriff's Department by payment of the amount of \$288,338.55 for the settlement for permanent disability for a Workers Compensation case.

**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, Director of Purchasing, Human Resources Director, and Williams & McCarthy.

Respectfully Submitted,  
**FINANCE COMMITTEE**

**AGREE**

**DISAGREE**

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TED BIONDO, CHAIRMAN

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TED BIONDO, CHAIRMAN

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GARY JURY

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GARY JURY

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JOE HOFFMAN

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JOE HOFFMAN

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BURT GERL

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BURT GERL

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DAVE BOOMER

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DAVE BOOMER

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STEVE SCHULTZ

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STEVE SCHULTZ

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JAIME SALGADO

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JAIME SALGADO

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KEITH McDONALD

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KEITH McDONALD

The above and foregoing Resolution was adopted by the County Board of the County of Winnebago, Illinois this \_\_\_\_ day of \_\_\_\_\_ 2018.

ATTESTED BY:

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

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**TIANA McCALL**  
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

2018 CR

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**RESOLUTION AUTHORIZING SETTLEMENT OF A CLAIM  
AGAINST THE COUNTY OF WINNEBAGO ENTITLED  
DOMINICK BARCELLONA VERSUS WINNEBAGO COUNTY**

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**WHEREAS**, the County of Winnebago, Illinois, is involved in having claims asserted against it by Dominick Barcellona for injuries allegedly sustained while in the employment of Sheriff's Department; and,

**WHEREAS**, the Plaintiff has offered to settle the above claim against the County of Winnebago for consideration payable in the amount of \$49,637.47 for the settlement funding for a Workers Compensation case; and,

**WHEREAS**, counsel for the County of Winnebago recommends that it is in the best interest of the County of Winnebago to settle the above referenced claims upon the terms of the proposed settlement.

**NOW, THEREFORE, BE IT RESOLVED**, by the County Board of the County of Winnebago, Illinois that it does hereby authorize settlement of the claims entitled Dominick Barcellona versus County of Winnebago for injuries allegedly sustained by Dominick Barcellona while in the employment of Sheriff's Department by payment of the amount of \$49,637.47 for the settlement for permanent disability for a Workers Compensation case.

**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, Director of Purchasing, Human Resources Director, and Williams & McCarthy.

Respectfully Submitted,  
**FINANCE COMMITTEE**

**AGREE**

**DISAGREE**

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TED BIONDO, CHAIRMAN

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TED BIONDO, CHAIRMAN

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GARY JURY

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GARY JURY

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JOE HOFFMAN

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JOE HOFFMAN

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BURT GERL

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DAVE BOOMER

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DAVE BOOMER

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STEVE SCHULTZ

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JAIME SALGADO

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KEITH McDONALD

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The above and foregoing Resolution was adopted by the County Board of the County of Winnebago, Illinois this \_\_\_\_ day of \_\_\_\_\_ 2018.

ATTESTED BY:

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

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**TIANA McCALL**  
CLERK OF THE COUNTY BOARD  
OF THE COUNTY OF WINNEBAGO, ILLINOIS

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

Submitted by: Finance Committee

2018 CR

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**AN ORDINANCE CREATING SECTIONS OF CHAPTER 2, ARTICLE II,  
DIVISION 1 (PENSION OBLIGATION BOND POLICY)  
OF THE COUNTY CODE OF ORDINANCES**

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**WHEREAS**, the Winnebago County Code of Ordinances, Division 1, Chapter 2, Article II, deals with General Issues of the County Board; and

**WHEREAS**, the County wishes to create Division 1, Section 2-37 of Chapter 2, Article II of the County Code of Ordinances setting a policy for Pension Obligation Bonds.

**NOW, THEREFORE, BE IT ORDAINED**, by the County Board of the County of Winnebago, Illinois, that Chapter 2, Article II, Division 1 of the County Code of Ordinances be amended as follows:

**Sec. 2-37 – Pension Obligation Bond Policy**

In conjunction with the issuance of the County's general obligation bonds to fund the Pension Plan's unfunded liabilities, the County is adopting this policy to set forth the following:

1. The County's commitment to diligently funding its unfunded pension liabilities in the most efficient and cost effective manner possible.
2. The County's recognition of the potential benefits and risks associated with Pension Obligation Bonds (POBs); and
3. Procedures the County will follow in order to mitigate these risks.

Therefore, the County hereby adopts the following Pension Obligation Bond policy:

- I. The County has determined that issuing POBs assures a more rapid funding of the Pension Plan with significant expected savings while recognizing that it will incur certain risks by doing so.
- II. The principal risk the County will incur is that bond proceeds are expected to be invested by the pension plan at an overall return higher than the interest rates on the bonds and that rate of return may not be realized.
  - A. The County has determined that it is likely that the Pension Plan will achieve an average return on the investment of POB proceeds over the life of the POBs at the plan's actuarial rate of 7.5%. Further, County believes the plan should at least achieve a return above the expected rate on the POBs of approximately 4.5% which is the County's break-even point.
  - B. Should the overall return on the investment of bond proceeds be less than the POB interest rate, the POBs would cost the County more than the plan's current funding methodology. In addition, the investment of bond proceeds could result in adverse market timing.
- III. In order to mitigate these risks the County has determined to adopt the following policies and procedures, recognizing that these procedures will not eliminate all risks:
  - A. The County will not use any bond proceeds to fund annual "normal" costs nor will it fund any capitalized interest with bond proceeds with a view to reducing current cost in exchange for higher long-term costs.
  - B. The County will not extend the bonds beyond the current plan's amortization period nor will it defer principal repayments versus the current payment methodology.
  - C. The County will not use any other financing technique which will have the effect of enhancing early year savings at the expense of higher long-term costs.
  - D. County will further limit its risk by not using guaranteed investment contracts, swaps or other derivative products in conjunction with the POBs, thus avoiding counter-party risk, credit risk and related interest rate risk.
  - E. Because the bonds will be alternate revenue source, the POBs will not utilize any of the County's debt capacity. Further, because the pension liability is already a debt of the County, the issuance of POBs will not increase the County's overall debt burden. Finally, the bonds are expected to be issued with no longer than a ten-year optional par call allowing for refunding or restructuring of the bonds in the future.
  - F. The County recognizes that the current actuarial based funding methodology uses a constant percent of payroll factor resulting in estimated future payments to amortize the current unfunded liabilities that are higher than the current payment amount. In order to address this unsustainable practice, the County's POBs will be issued with a debt service payment structure that will limit early year expected savings to the County in order to allow for level debt service on the bonds as soon as is practicable in the future.

- G. The County will create a linkage between its unfunded pension liabilities and its POBs in its annual budget so that future County leaders will recognize that the County has chosen to issue bonds to fund liability. This will assure that the proper understanding of the pension plan's funding status must include recognizing the POBs as a pension liability.
- H. The County will create a Budget Stabilization Fund, funded initially with POB proceeds that may be utilized to offset short-term smoothed losses due to any annual investment performance below the actuarial rate of 7.5%.

**BE IT FURTHER ORDAINED**, that all ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

**BE IT FURTHER ORDAINED**, that all other portions of Division 1, Chapter 2, Article II of the County Code of Ordinances shall remain unchanged.

**BE IT FURTHER ORDAINED**, that this Ordinance shall be effective immediately upon passage.

**BE IT FURTHER ORDAINED**, that the Winnebago County Clerk shall place a certified copy of this Ordinance Amendment upon its adoption in the records of office of the Winnebago County Clerk.

Respectfully Submitted,  
**FINANCE COMMITTEE**

**AGREE**

**DISAGREE**

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TED BIONDO, CHAIRMAN

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TED BIONDO, CHAIRMAN

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GARY JURY

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GARY JURY

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JOE HOFFMAN

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BURT GERL

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DAVE BOOMER

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STEVE SCHULTZ

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JAIME SALGADO

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JAIME SALGADO

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KEITH McDONALD

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KEITH McDONALD

The above and foregoing Resolution was adopted by the County Board of the County of Winnebago, Illinois this \_\_\_\_ day of \_\_\_\_\_ 2018.

ATTESTED BY:

\_\_\_\_\_  
**FRANK HANEY**  
CHAIRMAN OF THE COUNTY BOARD  
OF THE COUNTY OF WINNEBAGO, ILLINOIS

\_\_\_\_\_  
**TIANA McCALL**  
CLERK OF THE COUNTY BOARD  
OF THE COUNTY OF WINNEBAGO, ILLINOIS

# **ZONING COMMITTEE**



**Attachment**  
**ZONING COMMITTEE**  
**OF THE COUNTY BOARD AGENDA**  
October 11, 2018

**PLANNING AND/OR ZONING REQUESTS:**

**TO BE VOTED ON:**

1. V-03-18 A Variation to Allow a Front Yard Setback of 15 Feet Instead of the Required Established Building Setback of 50 Feet in the CG, General Commercial District requested by Brian Erickson, represented by Ian Linnabary, attorney, for property owned by Erickson Auto Parts & Sales, Inc., that is commonly known as 14440 Dearborn Ave., South Beloit, IL 61080 in Roscoe Township.  
PIN: 04-17-200-036 C.B. District: 4  
Les rating: N/A Consistent W/2030 LRMP – Future Map: N/A  
**ZBA Recommends: APPROVAL w/ CONDITIONS (6-0)**  
**ZC Recommends: APPROVAL w/ CONDITIONS (6-0)**
2. V-04-18 A Variation to Waive the Required Number of Off-Street Parking Spaces (to Allow No Off-Street Parking) for a Not-for-Profit Private Recreational Use Authorized by Special Use Permit in the RR, Rural Residential District requested by George Neblock, Jr., Property Owner, represented by Carl Ecklund, Attorney, for property commonly known as 916 & XXX Concord Ave., Rockford, IL 61102 in Rockford Township.  
PINs: 11-29-226-005 & 11-29-226-006 C.B. District: 18  
Les rating: N/A Consistent W/2030 LRMP – Future Map: N/A  
**ZBA Recommends: APPROVAL w/ ZBA CONDITIONS (7-0)**  
**ZC Recommends: APPROVAL w/ ZBA CONDITIONS (6-0)**
3. V-05-18 A Variation to Allow a Front Yard Setback of 0 Feet Instead of the Required Min. Setback of 30 Feet (and/or the Established Building Setback of 60 Feet) in the AG, Agricultural Priority District requested by Charles and Ann Limberg, property owners, for property commonly known as 8612 Burr Oak Road, Roscoe, IL 61073 in Harlem Township.  
PIN: 08-01-202-001 C.B. District: 7  
Les rating: N/A Consistent W/2030 LRMP – Future Map: N/A  
**ZBA Recommends: APPROVAL w/ CONDITIONS (7-0)**  
**ZC Recommends: APPROVAL w/ CONDITIONS (6-0)**
4. SU-03-18 A Special Use Permit for a Wedding and/or Reception Facility in the AG, Agricultural Priority District requested by Leif and Tracy Cannell, property owners, for property commonly known as 3013 W. Rockton Road, Rockton, IL 61072 in Rockton Township.  
PIN: 03-15-200-009 C.B. District: 2  
Les rating: N/A Consistent W/2030 LRMP – Future Map: N/A  
**ZBA Recommends: APPROVAL w/ ZBA CONDITIONS (7-0)**  
**ZC Recommends: APPROVAL w/ ZBA CONDITIONS (6-0)**

**Attachment**  
**ZONING COMMITTEE**  
**OF THE COUNTY BOARD AGENDA**  
October 11, 2018

5. V-06-18 A Variation to Allow a Structure (Batch/Drum Plant with Accessory Components such as a Silo, Conveyor, etc.) to be 80 Feet in Height Instead of the Permitted Height of 50 Feet in the AG, Agricultural Priority District requested by Northern Illinois Service Co., represented by James A. Rodriguez, attorney, for property commonly known as 11200 N. Main Street, Rockton, IL 61072 in Rockton Township.
- PINs: PIN: 03-35-200-016 and Part of PINS: 03-35- C.B. District: 2  
200-015 & 03-35-200-017
- Lesa Rating: N/A Consistent W/2030 LRMP – Future Map N/A
- ZBA Recommends: APPROVAL w/ CONDITIONS (4-1)**
- ZC Recommends: DENIAL (MOTION TO APPROVE w/CONDITIONS FAILED 2-4)**
- TO BE LAID OVER: NONE**
- 

6. **COMMITTEE REPORT (ANNOUNCEMENTS)** - *for informational purposes only; not intended as a public notice*:
- Chairman, Brian Erickson, hereby announces that a *Zoning Board of Appeals (ZBA)* meeting is scheduled for Wednesday, **November 7, 2018**, at 5:30 p.m. in Room 303 of the County Administration Building.
  - Chairman, Jim Webster, hereby announces that the next *Zoning Committee (ZC)* meeting is *tentatively* scheduled for Wednesday, **October 24, 2018**, at 5:30 p.m. in Room 303 of the County Administration Building.

# **OPERATIONS & ADMINISTRATIVE COMMITTEE**

COUNTY BOARD MEETING  
October 11, 2018

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

Submitted by: Operations and Administrative Committee

2018 CR

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**RESOLUTION AUTHORIZING TRANSFER OF WINGIS FUNDS  
FROM COUNTY TO REGION 1 PLANNING COUNCIL (R1PC)**

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**WHEREAS**, the County of Winnebago, Illinois has approved an agreement creating the Region 1 Planning Council (R1PC); and

**WHEREAS**, the County was established as the lead agency for WINGIS; and

**WHEREAS**, under the agreement with R1PC, it will become the lead agency for WINGIS; and

**WHEREAS**, the County has held funds for the operation of WINGIS as the lead agency; and

**WHEREAS**, the County wishes to transfer the funds it holds for the operation of WINGIS as the lead agency to R1PC as lead agency.

**NOW, THEREFORE, BE IT RESOLVED**, by the County Board of the County of Winnebago, Illinois, that it approves and authorizes the transfer of \$359,542.84 being held for the operation of WINGIS to R1PC.

**BE IT FURTHER RESOLVED**, that this Resolution shall be effective immediately upon its adoption.

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

Respectfully Submitted,  
**OPERATIONS & ADMINISTRATIVE  
COMMITTEE**

**AGREE**

**DISAGREE**

---

GARY JURY, CHAIRMAN

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GARY JURY, CHAIRMAN

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JEAN CROSBY

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JEAN CROSBY

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ANGIE GORAL

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ANGIE GORAL

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JOE HOFFMAN

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JOE HOFFMAN

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KEITH McDONALD

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KEITH McDONALD

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ELI NICOLOSI

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ELI NICOLOSI

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DOROTHY REDD

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DOROTHY REDD

The above and foregoing Resolution was adopted by the County Board of the  
County of Winnebago, Illinois this \_\_\_\_ day of \_\_\_\_\_ 2018.

ATTESTED BY:

---

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

---

**TIANA McCALL**  
CLERK OF THE COUNTY BOARD  
OF THE COUNTY OF WINNEBAGO, ILLINOIS



## Executive Summary

Date: October 4, 2018  
To: Operations and Administrative Committee  
Prepared by: Purchasing Department  
Subject: Snow Plowing Services Bid #18B-2154

---

**County Code:** Winnebago County Purchasing Ordinance

**Background:**

The most recent Snow Plowing Services contract for The County of Winnebago has expired. The Purchasing Department went out for Bid #18B-2154 in September for a new Snow Plowing Services contract. The bid allowed for an initial one (1) year contract, with the possibility of four (4) one (1) year renewal periods.

There were a total of three bids received, with LCU Properties being the lowest responsible bidder overall. Please see Bid Tab for more details.

**Recommendation:**

The County of Winnebago has been very satisfied with the snow plowing services provided by LCU Properties in previous years. Therefore, the County's Facilities Engineer, Shawn Franks, recommends the contract for Bid #18-2154 be awarded to LCU Properties.

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

Submitted by: Operations & Administrative Committee

2018 CR

---

**RESOLUTION AWARDING BID FOR SNOW PLOWING SERVICES**

---

**WHEREAS**, the Code of Ordinances for the County of Winnebago, Illinois, provides as in Article VI, Section 2-341, that all purchases for and contracts for supplies, materials, equipment, and contractual services, the value of which is estimated to exceed \$25,000.00 shall be based on competitive proposals by the County Board; and,

**WHEREAS**, competitive bids were received by the Purchasing Department on September 7, 2018 for the following:

**SNOW PLOWING SERVICES 18B-2154**

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

**LCU PROPERTIES**  
**10546 NORTH 2<sup>ND</sup> STREET**  
**MACHESNEY PARK, IL 61115**  
**SEE ATTACHED TAB**

**WHEREAS**, the Operations and Administrative Committee has determined that the funding for the aforementioned purchase shall be as follows:

**VARIOUS MAINTENANCE OPERATION BUDGETS**

**NOW, THEREFORE, BE IT RESOLVED**, Operations and Administrative Committee of the County Board for the County of Winnebago, Illinois has reviewed the Snow Plowing Services Bids and recommends awarding a one (1) year contract, with four (4) one (1) year optional renewal periods with LCU PROPERTIES 10546 NORTH 2<sup>ND</sup> STREET, MACHESNEY PARK, IL 61115.

**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 Facilities Engineer, Director of Purchasing, Finance Director, and County Auditor.

Respectfully Submitted,  
**OPERATIONS & ADMINISTRATIVE  
COMMITTEE**

**AGREE**

**DISAGREE**

---

GARY JURY, CHAIRMAN

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GARY JURY, CHAIRMAN

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JEAN CROSBY

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JEAN CROSBY

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ANGIE GORAL

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ANGIE GORAL

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JOE HOFFMAN

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JOE HOFFMAN

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KEITH McDONALD

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KEITH McDONALD

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ELI NICOLOSI

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ELI NICOLOSI

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DOROTHY REDD

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DOROTHY REDD

The above and foregoing Resolution was adopted by the County Board of the County of Winnebago, Illinois this \_\_\_\_ day of \_\_\_\_\_ 2018.

ATTESTED BY:

---

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

---

**TIANA McCALL**  
CLERK OF THE COUNTY BOARD  
OF THE COUNTY OF WINNEBAGO, ILLINOIS

**BID TAB**  
**SNOW PLOWING SERVICES – 18B-2154**  
**BID OPENING 9/7/18- 11:00 A.M.**

<b>VENDORS</b>	<b>VALENTINE INDUSTRIES</b>	<b>CMM &amp; ASSOCIATES</b>	<b>LCU PROPERTIES</b>
<b>WINNEBAGO COUNTY JUSTICE CENTER</b>			
<b>A1. SALLY PORT</b>	<b>\$160.00</b>	<b>\$150.00</b>	<b>\$220.00</b>
<b>A2. DOCK</b>	<b>\$400.00</b>	<b>\$300.00</b>	<b>\$260.00</b>
<b>A3. PARKING LOTS</b>	<b>\$2100.00</b>	<b>\$750.00</b>	<b>\$840.00</b>
<b>A4.. SIDEWALKS, FRONT ENTRANCES &amp; BOND-OUT</b>	<b>\$2500.00</b>	<b>\$700.00</b>	<b>\$640.00</b>
<b>B. WINNEBAGO COUNTY JUVENILE JUSTICE CENTER</b>	<b>\$550.00</b>	<b>\$350.00</b>	<b>\$320.00</b>
<b>C. COUNTY HEALTH DEPARTMENT</b>	<b>\$550.00</b>	<b>\$375.00</b>	<b>\$280.00</b>
<b>D. WINNEBAGO COUNTY HEALTH DEPARTMENT</b>	<b>\$800.00</b>	<b>\$510.00</b>	<b>\$305.00</b>
<b>E. CARRIE LYNN CENTER</b>	<b>\$250.00</b>	<b>\$175.00</b>	<b>\$205.00</b>
<b>F. HAWK'S NEST PARKING LOT</b>	<b>\$420.00</b>	<b>\$225.00</b>	<b>\$140.00</b>

**BID TAB**  
**SNOW PLOWING SERVICES – 18B-2154**  
**BID OPENING 9/7/18- 11:00 A.M.**

<b>VENDORS</b>	<b>VALENTINE INDUSTRIES</b>	<b>CMM &amp; ASSOCIATES</b>	<b>LCU PROPERTIES</b>
<b>SNOW HAULING PRICES</b>			
<b>LIST TYPE OF EQUIPMENT AND CAPACITY</b>	TRACK SKID LOADER  TANDEM DUMP TRUCK- 10CU YARD  SEMI DUMP-25 TON	DUMP TRUCK- 1 TON  SKID STEER W/BUCKET	CAT 906 3CYD  CAT 255 2CYD  10 YD DUMP  5 YD DUMP  3 YD DUMP  20 YD DUMP  SNOW DRAGON MELTER
<b>LIST EQUIPMENT HOURLY RATE</b>	\$110.00  \$90.00  \$110.00	\$100.00  \$120.00	\$175.00  \$145.00  \$74.00  \$60.00  \$50.00  \$135.00  \$1820.00

**BID TAB**  
**SNOW PLOWING SERVICES – 18B-2154**  
**BID OPENING 9/7/18- 11:00 A.M.**

<b>VENDORS</b>	<b>VALENTINE INDUSTRIES</b>	<b>CMM &amp; ASSOCIATES</b>	<b>LCU PROPERTIES</b>
<b>SNOW HAULING PRICES</b>			
<b>LABOR HOURLY RATE</b>	<b>\$75.00 FOR ALL</b>	<b>\$0.00</b>  <b>\$50.00</b>	<b>\$58.00</b>
			<b>\$58.00</b>
			<b>\$58.00</b>
			<b>\$50.00</b>
			<b>\$42.00</b>
			<b>\$70.00</b>
			<b>\$165.00</b>

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

Sponsored by: Gary Jury  
Submitted by: Operations & Administrative Committee

2018 CR

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**RESOLUTION AUTHORIZING THE CHAIRMAN OF THE COUNTY BOARD  
TO EXECUTE AN AGREEMENT FOR A RECRUITING SOCIAL MEDIA DIGITAL  
GEO-FENCING CAMPAIGN WITH WTVO/WQRF ABC**

---

**WHEREAS**, the County of Winnebago, Illinois, intends to create a recruiting social media digital geo-fencing campaign as a targeted automated recruiting instrument; and,

**WHEREAS**, the County is currently funding expenses out of current budget dollars; and

**WHEREAS**, the County's Purchasing Department has classified this as a professional service; and,

**NOW, THEREFORE BE IT RESOLVED**, by the County Board of the County of Winnebago, Illinois that the Winnebago County Board Chairman is hereby authorized to execute an agreement with WTVO/WQRF ABC for the contracting of these services.

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

Respectfully Submitted,  
**OPERATIONS & ADMINISTRATIVE COMMITTEE**

**AGREE**

**DISAGREE**

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GARY JURY, CHAIRMAN

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GARY JURY, CHAIRMAN

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JEAN CROSBY

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JEAN CROSBY

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ANGIE GORAL

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ANGIE GORAL

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JOE HOFFMAN

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JOE HOFFMAN

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KEITH McDONALD

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KEITH McDONALD

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ELI NICOLosi

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ELI NICOLosi

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DOROTHY REDD

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DOROTHY REDD

The above and foregoing Resolution was adopted by the County Board of the County of Winnebago, Illinois this \_\_\_\_ day of \_\_\_\_\_ 2018.

ATTESTED BY:

---

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

---

**TIANA McCall**  
CLERK OF THE COUNTY BOARD  
OF THE COUNTY OF WINNEBAGO, ILLINOIS

## Executive Summary

- Included is an analysis page of the vendor responses that I was able to receive.
- It was extremely difficult to find vendors that not only provided Geo-fencing technology but also provided it at a cost effective level for consideration. Many local vendors did not respond to our numerous reach out attempts; many vendors utilize this technology for major advertising at a minimum monthly cost from \$5,000 to \$50,000 per month.
- In reviewing the 2016/2017 fiscal years advertising expenses, clearly \$13,868 dollars were spent on recruitment advertising. This number will increase in the 2017/2018 fiscal year due to River Bluff spending \$1,200 per month (\$14,400 annually) in the 2017/2018 fiscal year as compared to \$765 per month (\$9,200 annually) in the 2016/2017 fiscal year. **This advertisement will be replaced with this Geo-fencing product at \$18,000 annually.**
- This is a local vendor that has also agreed to include two free promotional advertising runs annually on their local television channels.

# GEOFENCING ANALYSIS

Vendor	Response	Geofences	(Impressions) Per Geofencing	Push Notifications		Beacons	Reports	Monthly Cost	Art Work Included	Notes
				Static Ads (Per 1,000) CPM	Video Ads (Per 1,000) CPM					
WTVO	Yes	5 at a time	10CPM-150,000	Included	20CPM	N/A	Yes	\$1,500	Yes (Both Ad & Video)	Includes two free promotional advertisement runs
WREX	No									
WIFR	No									
Comcast	Yes	N/A	N/A	N/A	N/A	\$20 - \$30 PM	Yes	\$20 - \$30	No	General Overview no follow up
Propellant Media	Yes	10 at a time	10-20 CPM-100,000	\$7-\$10	\$15 - \$17	\$50 - \$300 PM	Yes	\$3,000 Minimum	No	More Advertisement Driven
Thumbvista	Yes	10 at a time	250,000	N/A	N/A	N/A	Yes	\$2,000 Minimum	No	More Advertisement Driven

CPM - Cost per impression

Beacon - Bluetooth Low Energy (50-100 Meters)

Push Notifications - Notice to individuals that they are near your location

Geofencing - Electronic Fencing; Includes Retargeting

CTM - Click Through Ratio

*According to the Pew Research Center, over 78% of millennials and 73% of Gen Xers use mobile devices to find jobs. It's not just a white-collar behavior either - 80% of searches for cleaning, construction, originate from mobile devices. Recruiters that take note of these stats and use mobile advertising to get in front of an increasingly connected and on-the-go applicant will have an upper hand on their competition.*

*According to Geofencing.blog, There has been a big shift in recruiting and companies need to get on board. If you're a company that needs niche workers (Nurses, electricians, lab techs), you need to start thinking differently about your hiring process. The good news is that if you make this shift in your thinking, you are going to attract highly-qualified candidates that will add to your corporate culture and profits. You will be in the forefront of recruiting as compared to 98% of your competitors, who are still using the pre-Civil War recruiting model.*

*Winnebago County and RBNH recently attended two community job fairs costing \$75.00. We had a total of 46 individuals/leads from the two job fairs.*





*Winnebago County  
2018 Digital Geo-Fence Campaign  
WTVO/WQRF  
Daniel Talley  
February 6<sup>th</sup> 2018*

# GEO-FENCING / GEO-CONQUESTING

Geo-Fencing is location-based mobile advertising technology that uses latitude and longitude data to target specific geographic areas.

## KEY FEATURES / BENEFITS

### Customization

Customize the targeting area with custom shapes and sizes with an easy-to-use polygon tool

### Flexible Timeframes

Change recency to fit your need with ability to target individuals within geo-fence instantly up to within 30 days

### Offline to Online

Ability to target individuals with online ads who are taking offline actions

### Powerful Accuracy

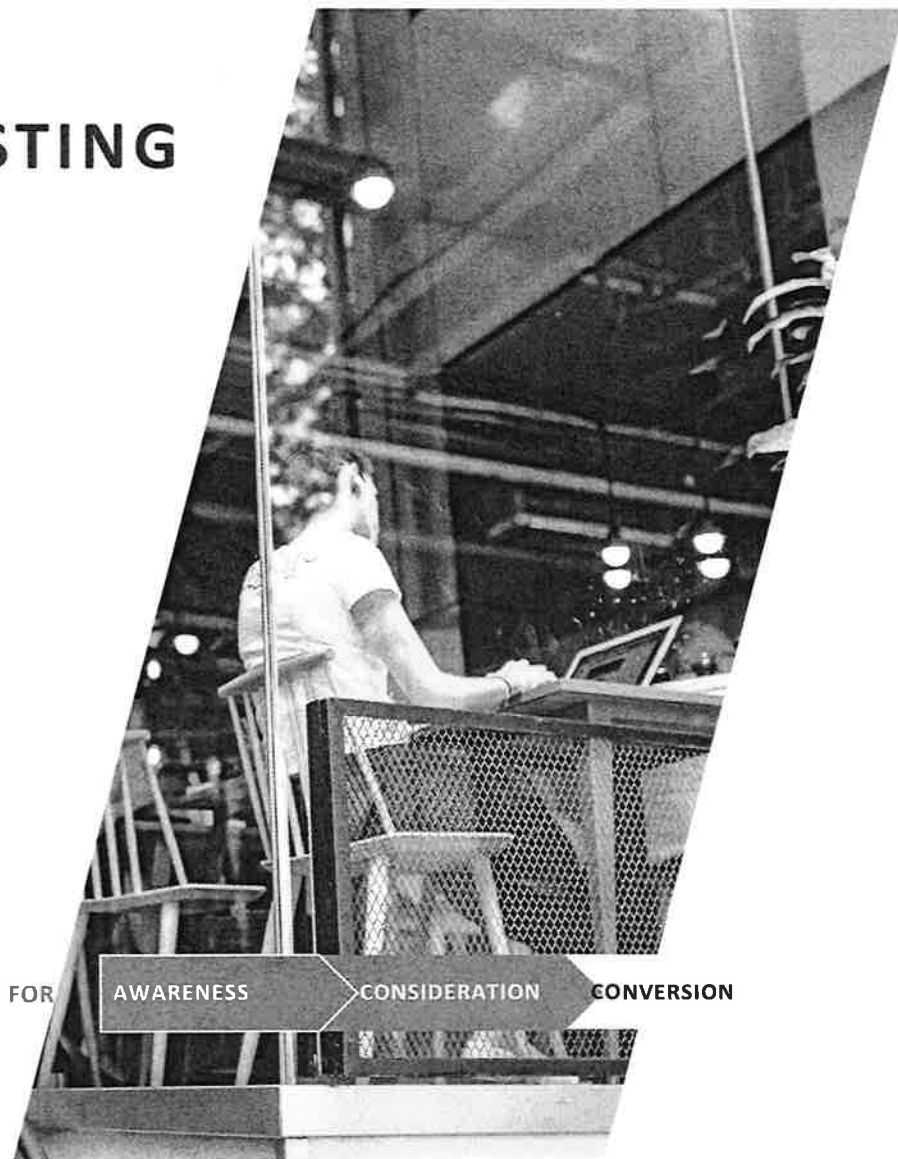
More powerful and accurate than IP targeting. For example, instead of targeting a static IP address, we can target audiences on their phones or on the move across different locations.

GREAT FOR

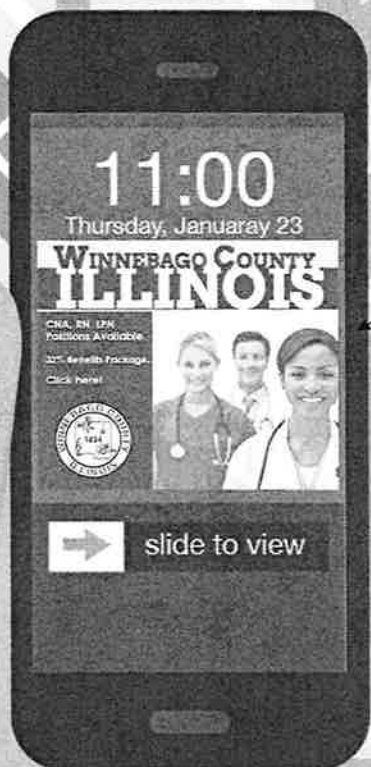
AWARENESS

CONSIDERATION

CONVERSION



## Geo-Fencing Nursing Schools and Hospitals – Winnebago County



ADS RIGHT TO  
THEIR PHONE

Geo Fence

GEO-FENCE  
HOSPITALS AND  
NURSING  
SCHOOLS TO  
AGGRESSIVELY  
TARGET CURRENT  
OR SOON TO BE  
CNAs, LPNs, OR  
RNs

150,000 Impressions/Month  
\$1,500/Month

Potential Click Through URL/Landing Page

MAKE IT EASY FOR POTENTIAL APPLICANTS  
BY TAKING THEM RIGHT TO YOUR JOBS PAGE



tyler | Munis Self Service

## Employment Opportunities

Home | Employment Opportunities | Log in as returning applicant | Create new account | RSS

Winnebago County Illinois

### Welcome to Winnebago County's Online Application

If more than one opening is available for the same job title - please apply for only one position. Your completed application will be considered for both openings.

All Jobs | By Location | Search

First Sort: None Selected | Second Sort: None Selected | Third Sort: None Selected | Sort

☐ Sort Descending

Positions Available	Special Requirements/Notes
LPN Location: RVR BLFF DAILY SERVICE Details: <a href="http://wincoil.us/media/46263/">http://wincoil.us/media/46263/</a>	Apply
RN Location: RVR BLFF DAILY SERVICE Details: <a href="http://wincoil.us/media/46260/">http://wincoil.us/media/46260/</a>	Apply
CNA Location: RVR BLFF DAILY SERVICE Details: <a href="http://wincoil.us/media/46269/">http://wincoil.us/media/46269/</a> HOURLY RATE RANGE: \$11.39-\$11.69	Apply

# INSIGHTS

Utilize our Insights dashboard to gain 24/7 access to campaign stats, viewability metrics, and live ad creative trafficked on a site-by-site basis.

## INSIGHTS-DRIVEN REPORTING

Track in-flight creative through our user-friendly Insights reporting tool to access delivery metrics alongside the preview to view the exact impressions, clicks, and interactions the ad unit has recorded.

## ACCESSIBLE 24/7

Our reporting tool provides a full look into the actual ads that run across each and every campaign, available within days after your campaign launch.

## FULL TRANSPARENCY

Receive greater transparency with digital proofs that display the live creative your campaign is running, along with the top 10 websites the campaign is delivering based on viewability.



*THANK YOU!*

**BYE!**



Daniel W. Talley | Digital Sales Manager | HYFN Local | [dtalley@wtvo.com](mailto:dtalley@wtvo.com)

1917 N. MERIDIAN ROAD | ROCKFORD, IL 61105 | D: 815.968.6982 | C: 815.298.9473

Sponsored by: Gary Jury, Chairman

COUNTY BOARD MEETING

October 11, 2018

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

Submitted by: Operations & Administrative Committee

2018 CR

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**AN ORDINANCE PROHIBITING THE USE OF GROUND WATER AS A  
POTABLE WATER SUPPLY BY THE INSTALLATION OR USE OF POTABLE  
WATER SUPPLY WELLS OR BY ANY OTHER METHOD**

---

**WHEREAS**, certain properties in unincorporated Winnebago County, Illinois, have been used over a period of time for commercial/industrial purposes; and

**WHEREAS**, because of said use, concentrations of certain chemical constituents in the groundwater beneath the County may exceed Class I groundwater quality standards for potable resource groundwater as set forth in 35 Illinois Administrative Code 620 or Tier 1 remediation objectives as set forth in 35 Illinois Administrative Code 742; and

**WHEREAS**, Winnebago County desires to limit potential threats to human health from groundwater contamination while facilitating the redevelopment and productive use of properties that are the source of said chemical constituents;

**NOW, THEREFORE, BE IT ORDAINED** BY THE COUNTY BOARD OF WINNEBAGO COUNTY, ILLINOIS:

**Section One.**

The use or attempted use of groundwater as a potable water supply from within the area shown on Exhibit A, attached to and made part of this ordinance, by the installation or drilling of wells or by any other method, is hereby prohibited. This prohibition expressly includes Winnebago County.

**Section Two.** Penalties .

Any person violating the provisions of this ordinance shall be subject to a fine of up to One Thousand Dollars (\$1,000.00) for each violation.

**Section Three.** Definitions .

"Person" is any individual, partnership, co-partnership, firm, company, limited liability company, corporation, association, joint stock company, trust, estate, political subdivision, or any other legal entity, or their legal representatives, agents or assigns.

"Potable water" is any water used for human or domestic consumption, including, but not limited to, water used for drinking, bathing, swimming, washing dishes, or preparing foods.

**Section Four.** Repealer.

All ordinances or parts of ordinances in conflict with this ordinance are hereby repealed insofar as they are in conflict with this ordinance.

**Section Five.** Severability.

If any provision of this ordinance or its application to any person or under any circumstances is adjudged invalid, such adjudication shall not affect the validity of the ordinance as a whole or of any portion not adjudged invalid.

**Section Seven.** Effective date.

This ordinance shall be in full force and effect from and after its passage, approval and publication as required by law.



Respectfully Submitted,  
**OPERATIONS & ADMINISTRATIVE  
COMMITTEE**

**AGREE**

**DISAGREE**

\_\_\_\_\_  
GARY JURY, CHAIRMAN

\_\_\_\_\_  
GARY JURY, CHAIRMAN

\_\_\_\_\_  
JEAN CROSBY

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JEAN CROSBY

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ANGIE GORAL

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ANGIE GORAL

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JOE HOFFMAN

\_\_\_\_\_  
JOE HOFFMAN

\_\_\_\_\_  
KEITH McDONALD

\_\_\_\_\_  
KEITH McDONALD

\_\_\_\_\_  
ELI NICOLOSI

\_\_\_\_\_  
ELI NICOLOSI

\_\_\_\_\_  
DOROTHY REDD

\_\_\_\_\_  
DOROTHY REDD

The above and foregoing Resolution was adopted by the County Board of the County of  
Winnebago, Illinois this \_\_\_\_ day of \_\_\_\_\_ 2018.

ATTESTED BY:

\_\_\_\_\_  
**FRANK HANEY**  
CHAIRMAN OF THE COUNTY BOARD  
OF THE COUNTY OF WINNEBAGO, ILLINOIS

\_\_\_\_\_  
**TIANA McCALL**  
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: Operations and Administrative Committee

2018 CR

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**RESOLUTION AUTHORIZING THE CHAIRMAN OF THE  
COUNTY BOARD TO EXECUTE AN AMENDMENT TO  
AGREEMENT BETWEEN WINNEBAGO COUNTY,  
ILLINOIS AND REMEDIES**

---

**WHEREAS**, the County of Winnebago, Illinois wishes to engage the services of Remedies; and

**WHEREAS**, Remedies wishes to provide services to the County; and

**WHEREAS**, the County and Remedies have negotiated an amendment to an agreement for services, the content of which is substantially similar to that contained in the Amendment to Agreement attached to this Resolution as Exhibit A.

**NOW, THEREFORE, BE IT RESOLVED**, by the County Board of the County of Winnebago, Illinois, authorizes the Chairman of the Winnebago County Board to execute an amendment to agreement with Remedies which is substantially similar to Exhibit A.

**BE IT FURTHER RESOLVED**, that this Resolution shall be effective immediately upon its adoption.

**BE IT FURTHER RESOLVED**, that the Clerk of the County Board is hereby authorized to prepare and deliver a certified copy of this Resolution to the County Administrator and to the Executive Director of Remedies.

Respectfully Submitted,  
**OPERATIONS & ADMINISTRATIVE  
COMMITTEE**

**AGREE**

**DISAGREE**

\_\_\_\_\_  
GARY JURY, CHAIRMAN

\_\_\_\_\_  
GARY JURY, CHAIRMAN

\_\_\_\_\_  
JEAN CROSBY

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JEAN CROSBY

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ANGIE GORAL

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ELI NICOLOSI

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\_\_\_\_\_  
DOROTHY REDD

\_\_\_\_\_  
DOROTHY REDD

The above and foregoing Resolution was adopted by the County Board of the  
County of Winnebago, Illinois this \_\_\_\_ day of \_\_\_\_\_ 2018.

ATTESTED BY:

\_\_\_\_\_  
**FRANK HANEY**  
CHAIRMAN OF THE COUNTY BOARD  
OF THE COUNTY OF WINNEBAGO, ILLINOIS

\_\_\_\_\_  
**TIANA McCALL**  
CLERK OF THE COUNTY BOARD  
OF THE COUNTY OF WINNEBAGO, ILLINOIS

**AMENDMENT TO AGREEMENT BETWEEN  
WINNEBAGO COUNTY, ILLINOIS  
AND  
REMEDIES**

This Amendment to Agreement is made this \_\_\_\_ day of \_\_\_\_\_, 2018, by and between the County of Winnebago, Illinois (“County”), an Illinois body politic and corporate, whose principal address is 404 Elm St, Rockford, IL 61101, and Remedies, an Illinois corporation, whose principal address is 220 Easton Parkway, Rockford, IL 61108 (“Remedies”) and shall serve to amend the underlying Agreement entered into by the parties dated \_\_\_\_\_.

**COUNTY** agrees to pay **REMEDIES** the sum of \$139,286 payable in equal installments beginning October 1, 2018 through September 30, 2018.

The \$139,286 shall be allocated as follows:

	<b>Administrative</b>	<b>Direct Costs</b>
Personnel Services - Salaries		\$
Personnel Services – Fringe Benefits		\$
Equipment		\$
Materials, Supplies/Commodities		\$
Travel		\$
Contractual		\$
Other Costs		\$
<b>TOTAL</b>		\$

**DIRECT COSTS** shall not include:

- Overnight or out-of-state travel
- Food costs
- Clothing
- Purchase of equipment including: computers, cell phones, laptops, DVD players, printers, scanners, telephones, televisions, digital cameras, or similar items regardless of cost
- Incentives of cash, clothing, or other incentives. All incentives must be pre-approved
- Furniture
- Staff events that include retreats or other events of a similar nature
- Field trips
- Membership dues, agencies dues, insurance
- Promotional marketing items
- Decorative items
- Capital improvements or facility costs
- Facility costs including: rent, utilities, maintenance, insurance

Pursuant to the terms of this Amendment, **REMEDIES** agrees to see \_\_\_\_ clients for a minimum of \_\_\_\_\_ number of client/hours per period (week, month, etc.). Failure of **REMEDIES** to meet the number of client/hours specified in this Agreement shall constitute a material breach of underlying Agreement, and **COUNTY** shall have the right to terminate the underlying Agreement upon written notice to **REMEDIES**.

**COUNTY** shall further have the right to terminate the Agreement, prior to any termination date that may be set forth in the Agreement, upon three (3) months written notice to **REMEDIES**. This provision supersedes any and all provisions contained in the underlying Agreement that may provide for a longer notice period for termination by **COUNTY**.

Upon notice of termination as set forth above, **REMEDIES** shall not have claim against **COUNTY** for any further funds under this Amendment and shall promptly refund to **COUNTY** the pro rate share of any funds paid in excess of those paid for the client/hours provided.

The "Scope of Service" in the underlying Agreement between the parties is to be upgraded to online instead of excel (note paragraph 2 page 4).

All other conditions of the Agreement of October 2017 through September 2018 shall remain in force for the term of this Amendment.

Date: \_\_\_\_\_, 2018

Date: \_\_\_\_\_, 2018

---

Frank Haney, Chairman  
Winnebago County Board

---

Director

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

Submitted by: Operations and Administrative Committee

2018 CR

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**RESOLUTION AUTHORIZING THE CHAIRMAN OF THE  
COUNTY BOARD TO EXECUTE AN AGREEMENT BETWEEN  
WINNEBAGO COUNTY, ILLINOIS AND ROSECRANCE, INC.**

---

**WHEREAS**, the County of Winnebago, Illinois wishes to engage the services of Rosecrance, Inc.; and

**WHEREAS**, Rosecrance, Inc. wishes to provide services to the County; and

**WHEREAS**, the County and Rosecrance, Inc., have negotiated an agreement for services, the content of which is substantially similar to that contained in the Agreement attached to this Resolution as Exhibit A.

**NOW, THEREFORE, BE IT RESOLVED**, by the County Board of the County of Winnebago, Illinois, authorizes the Chairman of the Winnebago County Board to execute an agreement with Rosecrance, Inc., which is substantially similar to Exhibit A.

**BE IT FURTHER RESOLVED**, that this Resolution shall be effective immediately upon its adoption.

**BE IT FURTHER RESOLVED**, that the Clerk of the County Board is hereby authorized to prepare and deliver a certified copy of this Resolution to the County Administrator and to the Executive Director of Rosecrance, Inc.

Respectfully Submitted,  
**OPERATIONS & ADMINISTRATIVE  
COMMITTEE**

**AGREE**

**DISAGREE**

\_\_\_\_\_  
GARY JURY, CHAIRMAN

\_\_\_\_\_  
GARY JURY, CHAIRMAN

\_\_\_\_\_  
JEAN CROSBY

\_\_\_\_\_  
JEAN CROSBY

\_\_\_\_\_  
ANGIE GORAL

\_\_\_\_\_  
ANGIE GORAL

\_\_\_\_\_  
JOE HOFFMAN

\_\_\_\_\_  
JOE HOFFMAN

\_\_\_\_\_  
KEITH McDONALD

\_\_\_\_\_  
KEITH McDONALD

\_\_\_\_\_  
ELI NICOLOSI

\_\_\_\_\_  
ELI NICOLOSI

\_\_\_\_\_  
DOROTHY REDD

\_\_\_\_\_  
DOROTHY REDD

The above and foregoing Resolution was adopted by the County Board of the  
County of Winnebago, Illinois this \_\_\_\_ day of \_\_\_\_\_ 2018.

ATTESTED BY:

\_\_\_\_\_  
**FRANK HANEY**  
CHAIRMAN OF THE COUNTY BOARD  
OF THE COUNTY OF WINNEBAGO, ILLINOIS

\_\_\_\_\_  
**TIANA McCALL**  
CLERK OF THE COUNTY BOARD  
OF THE COUNTY OF WINNEBAGO, ILLINOIS

AGREEMENT BETWEEN  
WINNEBAGO COUNTY, ILLINOIS  
AND  
ROSECRANCE, INC.

This Agreement is made this \_\_\_\_ day of \_\_\_\_\_, 2018, by and between the County of Winnebago ("County"), a an Illinois body politic and corporate, whose principal address is 404 Elm St, Rockford, IL 61101, and Rosecrance, Inc., an Illinois not for profit corporation, whose principal address is 1021 N. Mulford Road, Rockford, Illinois 61107-3877("Rosecrance".)

**COUNTY** agrees to pay **ROSECRANCE** the sum of \$196,295 payable in equal monthly installments **beginning October 1, 2018 through September 30, 2018.**

The \$196,295 shall be allocated as follows:

	<b>Administrative</b>	<b>Direct Costs</b>
Personnel Services - Salaries		\$
Personnel Services – Fringe Benefits		\$
Equipment		\$
Materials, Supplies/Commodities		\$
Travel		\$
Contractual		\$
Management Fees		\$
Co-pays, deductibles, uninsured		\$
TOTAL		\$

**DIRECT COSTS** shall not include:

- Overnight or out-of-state travel
- Food costs
- Clothing
- Purchase of equipment including: computers, cell phones, laptops, DVD players, printers, scanners, telephones, televisions, digital cameras, or similar items regardless of cost
- Incentives of cash, clothing, or other incentives. All incentives must be pre-approved
- Furniture
- Staff events that include retreats or other events of a similar nature
- Field trips
- Membership dues, agencies dues, insurance
- Promotional marketing items
- Decorative items
- Capital improvements or facility costs
- Facility costs including: rent, utilities, maintenance, insurance



Pursuant to the terms of this Agreement, **ROSECRANCE** shall provide the following services:

- Dedicate 2 full time staff to facilitate level 1 outpatient substance abuse treatment services to inmates in the Winnebago County men's and woman's jail and at the Winnebago County Resource Intervention Center.
- Provide a part-time employee to complete substance abuse assessments in the Winnebago County Jail as requested by the County in its weekly request report to Rosecrance.
- Provide program oversight by a program director to oversee services and employees and to provide monthly supervision, weekly case staffing and review, scheduling and assessment management, and utilization reporting.
- Provide funding for clients exiting the jail and continuing their outpatient treatment in Rosecrance community based services. Rosecrance warrants that all services provided under and during the term of this Agreement will be first billed to a participant's third party payer, such as a qualified group health insurance plan, a private health insurance plan, Medicare or Medicaid, if available. Rosecrance further warrants that it will seek reimbursement from the County as payment of last resort at the Department of Alcoholism and Substance Abuse approved rate of \$22.48 per group hours and \$62.12 per individual hour. Program funds will also be used for co-pays and deductibles for those participants who do not have any third party payer available.

Failure of **ROSECRANCE** to services set forth above shall constitute a material breach of this Agreement, and **COUNTY** shall have the right to terminate the Agreement upon written notice to **ROSECRANCE**.

**COUNTY** shall further have the right to terminate this Agreement, prior to any termination date that may be set forth in the Agreement?, upon three (3) months' written notice to **ROSECRANCE**. This provision supersedes any and all provisions contained in the Agreement that may provide for a longer notice period for termination by Winnebago County.

Upon notice of termination as set forth above, **ROSECRANCE** shall not have claim against Winnebago County for any further funds under this Agreement and shall promptly refund to Winnebago County the pro rate share of any funds paid in excess of the services provided up to the time of termination. **ROSECRANCE** may terminate this Agreement immediately if payment is not made pursuant to the Illinois Local Government Prompt Payment Act (50 ILCS 505). In the event of termination, **COUNTY** will provide payment to **ROSECRANCE** for all services rendered up to the termination date.

**ROSECRANCE** will provide reports of utilization to the county upon the county's request.

During the Term of this Agreement and for 1 year following the expiration of termination of this Agreement for any reason, the **COUNTY** agrees not to solicit or hire directly or indirectly any of **ROSECRANCE**'s employees who provided services pursuant to this Agreement without the prior written consent of **ROSECRANCE**. This Section shall survive termination or expiration of this Agreement.

WINNEBAGO COUNTY, ILLINOIS		ROSECRANCE, INC., an Illinois not for profit corporation
----------------------------	--	---

Date: \_\_\_\_\_, 2018

Date: \_\_\_\_\_, 2018

\_\_\_\_\_  
Frank Haney, Chairman  
Winnebago County Board

\_\_\_\_\_  
Philip W. Easton  
President/CEI

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

Submitted by: Operations and Administrative Committee

2018 CR

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**RESOLUTION AUTHORIZING THE CHAIRMAN OF THE  
COUNTY BOARD TO EXECUTE AN INDEPENDENT  
CONTRACTOR AGREEMENT FOR SERVICES AS WINNEBAGO  
COUNTY COMMUNITY LIAISON BETWEEN  
WINNEBAGO COUNTY, ILLINOIS AND TOMMY MEEKS**

---

**WHEREAS**, the County of Winnebago, Illinois wishes to engage the services of Tommy Meeks; and

**WHEREAS**, Tommy Meeks wishes to provide services to the County; and

**WHEREAS**, the County and Tommy Meeks have negotiated an Independent Contractor Agreement for Services as Winnebago County Community Liaison, the content of which is substantially similar to that contained in the Independent Contractor Agreement for Services as Winnebago County Community Liaison attached to this Resolution as Exhibit A.

**NOW, THEREFORE, BE IT RESOLVED**, by the County Board of the County of Winnebago, Illinois, authorizes the Chairman of the Winnebago County Board to execute an Independent Contractor Agreement for Services as Winnebago County Community Liaison which is substantially similar to Exhibit A.

**BE IT FURTHER RESOLVED**, that this Resolution shall be effective immediately upon its adoption.

**BE IT FURTHER RESOLVED**, that the Clerk of the County Board is hereby authorized to prepare and deliver a certified copy of this Resolution to the County Administrator and to Tommy Meeks.

Respectfully Submitted,  
**OPERATIONS & ADMINISTRATIVE  
COMMITTEE**

**AGREE**

**DISAGREE**

\_\_\_\_\_  
GARY JURY, CHAIRMAN

\_\_\_\_\_  
GARY JURY, CHAIRMAN

\_\_\_\_\_  
JEAN CROSBY

\_\_\_\_\_  
JEAN CROSBY

\_\_\_\_\_  
ANGIE GORAL

\_\_\_\_\_  
ANGIE GORAL

\_\_\_\_\_  
JOE HOFFMAN

\_\_\_\_\_  
JOE HOFFMAN

\_\_\_\_\_  
KEITH McDONALD

\_\_\_\_\_  
KEITH McDONALD

\_\_\_\_\_  
ELI NICOLOSI

\_\_\_\_\_  
ELI NICOLOSI

\_\_\_\_\_  
DOROTHY REDD

\_\_\_\_\_  
DOROTHY REDD

The above and foregoing Resolution was adopted by the County Board of the  
County of Winnebago, Illinois this \_\_\_\_ day of \_\_\_\_\_ 2018.

ATTESTED BY:

\_\_\_\_\_  
**FRANK HANEY**  
CHAIRMAN OF THE COUNTY BOARD  
OF THE COUNTY OF WINNEBAGO, ILLINOIS

\_\_\_\_\_  
**TIANA McCALL**  
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 \_\_\_\_\_, 2018, 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, 2018 to September 30, 2019. 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:

\_\_\_\_\_  
Tiana J. McCall  
Winnebago County Clerk

# **PUBLIC WORKS COMMITTEE**



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

**18-CR-XXX**

**SUBMITTED BY: PUBLIC WORKS COMMITTEE  
SPONSORED BY: DAVE KELLY**

**RESOLUTION AUTHORIZING THE EXECUTION OF ANNUAL PROFESSIONAL SERVICES  
AGREEMENTS WITH THE FOLLOWING FIRMS:  
FEHR GRAHAM FOR LAND SURVEYING AND ENGINEERING SERVICES;  
CHASTAIN & ASSOCIATES LLC FOR ENGINEERING SERVICES;  
HANSON PROFESSIONAL SERVICES INC.  
FOR STRUCTURAL ENGINEERING SERVICES;  
TESTING SERVICE CORPORATION FOR GEOTECHNICAL ENGINEERING,  
MATERIAL ENGINEERING AND TESTING SERVICES;  
DAVIDSON & ASSOCIATES FOR REAL ESTATE APPRAISAL SERVICES;  
AND  
MAGDZIARZ GROUP, INC. dba REAL PROPERTY CONSULTANTS FOR  
REAL ESTATE APPRAISAL SERVICES**

**WHEREAS** the County of Winnebago annually enters into several agreements for professional services; and

**WHEREAS** the County of Winnebago does not employ a sufficient number of qualified staff to perform the necessary land surveying; structural engineering; subdivision inspection; geotechnical engineering, material engineering and testing; and real estate appraisal tasks, the above noted firms have agreed to perform such tasks and other related services as set forth in the attached Agreements; and

**WHEREAS** it would be in the public interest to enter into the attached Agreements for professional services with the fees for such services being established by Personnel and Equipment Chargeout Rates as per the various Exhibits "A" of the attached Agreements; and

**WHEREAS** the total fees for all annual professional services agreements will not exceed the aggregate budgeted amount in any fiscal year unless otherwise approved by the Winnebago County Board.

**NOW THEREFORE BE IT RESOLVED** by the County Board of the County of Winnebago, Illinois that the County Board Chairman is authorized to execute on behalf of the County of Winnebago the attached various Annual Agreement for Professional Services in the forms substantially as attached hereto.

**BE IT FURTHER RESOLVED** that the Agreements entered into shall not become effective and binding unless and until both parties have executed it.

**BE IT FURTHER RESOLVED** that this Resolution shall be in full force 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 Auditor, Treasurer, and Engineer.

Respectfully submitted,  
PUBLIC WORKS COMMITTEE

**AGREE**

**DISAGREE**

\_\_\_\_\_  
Dave Kelley, Chairman

\_\_\_\_\_  
Dave Kelley, Chairman

\_\_\_\_\_  
Burt Gerl

\_\_\_\_\_  
Burt Gerl

\_\_\_\_\_  
Dave Boomer

\_\_\_\_\_  
Dave Boomer

\_\_\_\_\_  
Dave Tassoni

\_\_\_\_\_  
Dave Tassoni

\_\_\_\_\_  
Jim Webster

\_\_\_\_\_  
Jim Webster

The above and foregoing Resolution was adopted by the County Board of the County of Winnebago, Illinois  
this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

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

ATTEST:

\_\_\_\_\_  
Tiana McCall, Clerk of the  
County Board of the  
County of Winnebago, Illinois

**ANNUAL AGREEMENT WITH FEHR GRAHAM ENGINEERING &  
ENVIRONMENTAL FOR PROFESSIONAL LAND SURVEYING,  
ENGINEERING AND OTHER RELATED SERVICES**

The County of Winnebago, Illinois, hereinafter referred to as the "COUNTY" and Fehr Graham Engineering & Environmental, hereinafter referred to as "FEHR GRAHAM", for the consideration hereinafter set forth hereby agree as follows:

**I. SCOPE OF SERVICES.** FEHR GRAHAM shall provide to the COUNTY professional land surveying, engineering and other related services for various projects undertaken by the COUNTY on a work order basis.

**II. TERMS OF AGREEMENT.**

**A. FEHR GRAHAM AGREES:**

1. Upon receipt of a request for services from the COUNTY, FEHR GRAHAM shall submit to the County the following information:
  - a. A detailed scope of services for the specific project.
  - b. A project schedule.
  - c. A not-to-exceed price (fee) for the scope of services along with an estimate of hours and hourly rates for each task.
  - d. A statement referencing this Agreement
2. FEHR GRAHAM shall not proceed with any of the services to be provided under this agreement until a letter authorizing them to proceed is issued by the County Engineer.
3. Professional land surveying, engineering and other related services shall be performed and provided to the COUNTY in accordance with all current and applicable State of Illinois Statutes, Acts, Rules, and Regulations and when applicable the State of Illinois Department of Transportation Policies and Procedures for surveying.
4. That all surveys and engineering work shall be performed by or under the direct supervision of and under the signature and seal of an Illinois Registered Professional Land Surveyor or Illinois Registered Professional Engineer depending on the type of work being done.
5. That it is understood that all reports, plans, surveys, plats, and drafts will be subject to approval by the COUNTY.
6. That in the event plans or surveys are found to be in error and revisions or corrections of the plans or surveys are required, FEHR GRAHAM will promptly make any changes or corrections and perform such work without cost to the COUNTY, even if final payment has been received by FEHR GRAHAM.
7. That all sketches, charts, computations and other data prepared or obtained by FEHR GRAHAM pursuant to this Agreement will be made available to the COUNTY without cost upon request.
8. To provide professional land surveying, engineering and other related services to the COUNTY within the time specified in said work order.

9. That all survey related drawings will be natively created in an Autodesk product such as AutoCAD Civil 3D.

**B. BASIS OF PAYMENT.**

1. For the services provided herein, the COUNTY will pay FEHR GRAHAM in accordance with the fee schedule shown on the attached Exhibits "A" and "B" up to the stated not-to exceed price (fee) per work order. Payment will be made to FEHR GRAHAM within 60 days after receipt of a detailed invoice showing hours, hourly rates, and other expenses for each task performed. The COUNTY will make partial payments to FEHR GRAHAM, but they shall be limited to no more than 90% of the fee until the final documents are delivered and accepted by the County Engineer. The cumulative sum of the partial payments will be proportional to the amount of the work completed as determined by the County Engineer.
2. FEHR GRAHAM is not guaranteed a minimum amount of work.

**III. EFFECTIVE DATES.**

**A. LENGTH OF CONTRACT**

This Agreement shall commence on the date of execution by both of the parties hereto, but no earlier than October 1, 2018 and shall terminate on September 30, 2019 or when FEHR GRAHAM completes the work described herein, whichever is sooner. If said work order extends beyond the ending date, FEHR GRAHAM will complete all of the work as agreed to in said work order.

**B. EXTENSION OF CONTRACT**

1. After September 30, 2019 the COUNTY may renew this Agreement with FEHR GRAHAM for a term to expire on September 30, 2020. Fees will be determined by rates established in an updated fee schedule Exhibit "A" effective on October 1, 2019.
2. The contract extension shall be subject to budget approval by the County Board and shall be in the form a letter of understanding between FEHR GRAHAM and the County Engineer.

**IV. LIMITATION OF LIABILITY.** The liability of the COUNTY and its employees is limited to the responsibilities and duties described in Article I of this Agreement. FEHR GRAHAM shall indemnify and save harmless the COUNTY and its employees against any and all loss, damage, liability, judgments, costs and reasonable attorney's fees arising out of FEHR GRAHAM'S acts or omissions under this Agreement.

**V. SUCCESSORS AND ASSIGNS.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

VI. **EXTENT OF AGREEMENT.** This Agreement represents the entire and integrated Agreement between the COUNTY and FEHR GRAHAM and supersedes all prior negotiations and representations, either written or oral. None of the provisions of this Agreement may be waived, changed, or modified except by an instrument in writing signed by both parties.

VII. **INDEPENDENT CONTRACTOR RELATIONSHIP.** The parties hereto acknowledge and agree that the relationship created by this Agreement is a principal-independent contractor relationship, not an employer-employee relationship.


THE COUNTY OF WINNEBAGO, IL

FEHR GRAHAM

BY: \_\_\_\_\_

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

BY: \_\_\_\_\_

  
MICHAEL GRANSWOOD  
LLC MEMBER  
FEHR GRAHAM


DATE: \_\_\_\_\_

DATE: September 10, 2018

ATTEST:

ATTEST:

\_\_\_\_\_  
Tiana McCall, Clerk of the County  
Board of the County of Winnebago,  
Illinois

  
Carolle Duncan  
Project Assistant  
Fehr Graham

**2018 Personnel Chargeout Rates**

Principal	\$220
Sr. Project Manager	\$140 - 205
Project Manager	\$105 - 190
Engineering:	
Lead Structural Engineer	\$175 - 185
Structural Engineer	\$ 85 - 150
Sr. Project Engineer	\$120 - 165
Project Engineer	\$ 90 - 145
Staff Engineer	\$ 90 - 120
Engineer	\$ 70 - 100
Sr. Engineering Technician	\$ 65 - 155
Associate Engineering Technician	\$ 60 - 110
Engineering Technician	\$ 45 - 90
Landscape Architect	\$ 75 - 215
GIS Specialist	\$ 75 - 85
Surveying:	
Survey Manager	\$155 - 165
Land Surveyor	\$100 - 150
Survey Crew Chief	\$ 80 - 100
Surveyor	\$ 80 - 90
Survey Technician	\$ 50 - 70
Environmental, Health, & Safety:	
Sr. Health & Safety Scientist	\$140 - 150
Sr. Environmental Scientist	\$115 - 160
Sr. Project Hydrogeologist	\$105 - 125
Health & Safety Specialist	\$ 90 - 115
Project Environmental Scientist	\$ 85 - 120
Environmental Scientist	\$ 85 - 110
Environmental Specialist	\$ 65 - 90
Environmental Technician	\$ 60 - 85
Project Hydrogeologist	\$ 75 - 90
Staff Hydrogeologist	\$ 70 - 90
Hydrogeologist	\$ 65 - 80
I.T. Consultant	\$ 70 - 130
Grant Writer / Community Development Specialist	\$ 85 - 140
Project Coordinator	\$165 - 175
Project Administrator	\$ 85 - 100
Project Assistant	\$ 66

Charges for expert testimony will be at a rate 1.5 times the standard hourly rate. Minimum 4 hours.  
Overtime hours charged at standard rates when Fehr Graham controls scheduling. Reimbursable Direct  
Expenses will be charged at invoice cost + 15%.

## **ANNUAL AGREEMENT WITH CHASTAIN & ASSOCIATES LLC FOR ENGINEERING AND OTHER RELATED SERVICES**

The County of Winnebago, Illinois, hereinafter referred to as the "COUNTY" and Chastain & Associates LLC , hereinafter referred to as "CHASTAIN", for the consideration hereinafter set forth hereby agree as follows:

**I. SCOPE OF SERVICES.** CHASTAIN shall provide to the COUNTY professional land surveying, engineering and other related services for various projects undertaken by the COUNTY on a work order basis.

**II. TERMS OF AGREEMENT.**

**A. CHASTAIN AGREES:**

1. Upon receipt of a request for services from the COUNTY, CHASTAIN shall submit to the County the following information:
  - a. A detailed scope of services for the specific project.
  - b. A project schedule.
  - c. A not-to-exceed price (fee) for the scope of services along with an estimate of hours and hourly rates for each task.
  - d. A statement referencing this Agreement
2. CHASTAIN shall not proceed with any of the services to be provided under this agreement until a letter authorizing them to proceed is issued by the County Engineer.
3. Professional land surveying, engineering and other related services shall be performed and provided to the COUNTY in accordance with all current and applicable State of Illinois Statutes, Acts, Rules, and Regulations and when applicable the State of Illinois Department of Transportation Policies and Procedures for surveying.
4. That all surveys and engineering work shall be performed by or under the direct supervision of and under the signature and seal of an Illinois Registered Professional Land Surveyor or Illinois Registered Professional Engineer depending on the type of work being done.
5. That it is understood that all reports, plans, surveys, plats, and drafts will be subject to approval by the COUNTY.
6. That in the event plans or surveys are found to be in error and revisions or corrections of the plans or surveys are required, CHASTAIN will promptly make any changes or corrections and perform such work without cost to the COUNTY, even if final payment has been received by CHASTAIN.
7. That all sketches, charts, computations and other data prepared or obtained by CHASTAIN pursuant to this Agreement will be made available to the COUNTY without cost upon request.
8. To provide professional land surveying, engineering and other related services to the COUNTY within the time specified in said work order.

9. That all survey related drawings will be natively created in an Autodesk product such as AutoCAD Civil 3D.

**B. BASIS OF PAYMENT.**

1. For the services provided herein, the COUNTY will pay CHASTAIN in accordance with the fee schedule shown on the attached Exhibits "A" and "B" up to the stated not-to exceed price (fee) per work order. Payment will be made to CHASTAIN within 60 days after receipt of a detailed invoice showing hours, hourly rates, and other expenses for each task performed. The COUNTY will make partial payments to CHASTAIN, but they shall be limited to no more than 90% of the fee until the final documents are delivered and accepted by the County Engineer. The cumulative sum of the partial payments will be proportional to the amount of the work completed as determined by the County Engineer.
2. CHASTAIN is not guaranteed a minimum amount of work.

**III. EFFECTIVE DATES.**

**A. LENGTH OF CONTRACT**

This Agreement shall commence on the date of execution by both of the parties hereto, but no earlier than October 1, 2018 and shall terminate on September 30, 2019 or when CHASTAIN completes the work described herein, whichever is sooner. If said work order extends beyond the ending date, CHASTAIN will complete all of the work as agreed to in said work order.

**B. EXTENSION OF CONTRACT**

1. After September 30, 2019 the COUNTY may renew this Agreement with CHASTAIN for a term to expire on September 30, 2020. Fees will be determined by rates established in an updated fee schedule Exhibit "A" effective on October 1, 2019.
2. The contract extension shall be subject to budget approval by the County Board and shall be in the form a letter of understanding between CHASTAIN and the County Engineer.

**IV. LIMITATION OF LIABILITY.** The liability of the COUNTY and its employees is limited to the responsibilities and duties described in Article I of this Agreement. CHASTAIN shall indemnify and save harmless the COUNTY and its employees against any and all loss, damage, liability, judgments, costs and reasonable attorney's fees arising out of CHASTAIN'S acts or omissions under this Agreement.

**V. SUCCESSORS AND ASSIGNS.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

**VI. EXTENT OF AGREEMENT.** This Agreement represents the entire and integrated Agreement between the COUNTY and CHASTAIN and supersedes all



prior negotiations and representations, either written or oral. None of the provisions of this Agreement may be waived, changed, or modified except by an instrument in writing signed by both parties.

**VII. INDEPENDENT CONTRACTOR RELATIONSHIP.** The parties hereto acknowledge and agree that the relationship created by this Agreement is a principal-independent contractor relationship, not an employer-employee relationship.

THE COUNTY OF WINNEBAGO, IL

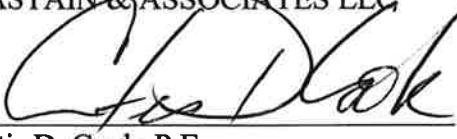
BY: \_\_\_\_\_  
Frank Haney, Chairman of the  
County Board of the  
County of Winnebago, Illinois

DATE: \_\_\_\_\_

ATTEST:


\_\_\_\_\_  
Tiana McCall, Clerk of the County  
Board of the County of Winnebago,  
Illinois

CHASTAIN & ASSOCIATES LLC

BY:   
Curtis D. Cook, P.E.  
Principal

DATE: 9/7/18

ATTEST:

  
Paula Lawson  
Director of Marketing



## **2018 SCHEDULE OF RATES**

<b><u>Classification</u></b>	<b><u>Per Hour Rate Net</u></b>		
	<b>RANGE</b>		
<b>Engineers</b>	<b>From</b>		<b>To</b>
Project Principal	\$210.00	-	\$213.00
Senior Project Manager	\$198.00	-	\$204.00
Project Manager II	\$138.00	-	\$171.00
Project Manager I	\$123.00	-	\$142.50
Project Engineer II	\$111.60	-	\$123.60
Project Engineer I	\$104.40	-	\$104.70
Engineer	\$72.60	-	\$87.90
<b>Surveyors</b>			
Chief of Survey	\$111.30	-	\$111.30
Surveyor II	\$91.50	-	\$103.20
Surveyor I	\$84.00	-	\$88.80
<b>Technical</b>			
Tech. IV	\$118.50	-	\$129.90
Technician III	\$107.10	-	\$107.10
Technician II	\$86.10	-	\$ 97.50
Technician I	\$46.50	-	\$79.50
<b>Office Services and Records</b>			
Administrative	\$46.20	-	\$89.40

Expenses such as interim travel and subsistence, telephone, blueprints, subsurface investigations, laboratory testing, and subcontractor work approved by the client, will be charged at actual cost plus 10% for administration and office handling.

Separate charge for Global Positioning System (GPS) survey equipment will be \$42.50 per hour. The use of robotics survey equipment will be invoiced at \$30.00 per hour. A Fathometer for hydrographic surveys will be invoiced at \$150.00 per day. The use of a Survey Laser Scanner will be invoiced at \$1,000.00 per day. The use of an ATV or UTV will be invoiced at \$45.00 per day. The use of a drone for aerial surveys or photography will be invoiced at \$50.00 per hour.

Necessary field vehicles are charged at \$65.00 per day. All other mileage is charged at 54.5 cents per mile net (or the current rate allowed by the I.R.S.). Boat Service fees are \$350 per day.

Above quotations are subject to change with 60 days review by client, due to circumstances beyond our control.

**ANNUAL AGREEMENT WITH HANSON PROFESSIONAL SERVICES, INC.  
FOR PROFESSIONAL STRUCTURAL ENGINEERING AND OTHER RELATED  
SERVICES**

The County of Winnebago, Illinois, hereinafter referred to as the "COUNTY" and Hanson Professional Services, Inc., hereinafter referred to as "HANSON", for the consideration hereinafter set forth hereby agree as follows:

- I. SCOPE OF SERVICES.** HANSON shall provide to the COUNTY professional structural engineering and other related services for various projects undertaken by the COUNTY on a work order basis including but not limited to structural design, inspections, load ratings, and "shop drawings" review and approval.
- II. TERMS OF AGREEMENT**
- A. HANSON AGREES:**
1. That upon receipt of a request for services from the COUNTY, HANSON shall submit to the COUNTY the following information:
    - a. Detailed scope of services for the specific project.
    - b. A timetable detailing the project schedule.
    - c. A not-to-exceed price (fee) for the scope of service along with an estimate of hours and hourly rates for each task.
    - d. A statement referencing this Agreement.
  2. HANSON shall not proceed with any of the services to be provided under this agreement until a letter authorizing them to proceed is issued by the County Engineer.
  3. That all plans, reports and other documents furnished by HANSON, pursuant to this Agreement, will be in accordance with current and applicable standards, specifications, and policies and when applicable to those of the State of Illinois Department of Transportation. It is understood by HANSON that all reports, plans and drafts will be, before being finally accepted, subject to approval by the COUNTY.
  4. That in the event plans or surveys are found to be in error and revisions or corrections of the plans or surveys are required, HANSON agrees to give immediate attention to and promptly make any changes or corrections and perform such work without cost to the COUNTY, even if final payment has been received by HANSON.
  5. That all sketches, charts, computations and other data prepared or obtained by HANSON pursuant to this Agreement will be made available, upon request, to the COUNTY without cost.
  6. That all engineering documents shall be sealed and signed by either an Illinois Registered Structural Engineer and/or an Illinois

Registered Professional Engineer as appropriate, where such seal and signature are required by law.

7. To furnish pre-construction coordination as directed by the COUNTY.
8. To provide professional structural engineering and other related services to the COUNTY within the time specified in the work order.

**B. IT IS MUTUALLY AGREED:**

1. That the services performed by HANSON during construction shall be limited to providing assistance in quality control and to answer questions by the COUNTY'S representative concerning conformance with the drawings and specifications.
2. It is understood by the COUNTY that HANSON'S role will not be that of providing construction inspections or observations.

**C. BASIS OF PAYMENT.**

1. For the services provided herein, the COUNTY will pay HANSON in accordance with the fee schedule as shown on the attached Exhibit A up to the stated not-to exceed price (fee) per work order. The COUNTY will make partial payments to HANSON, but they shall be limited to no more than 90% of the total fee until the final documents are delivered and accepted by the COUNTY. The cumulative sum of the partial payments will be proportional to the amount of the work completed as determined by the COUNTY. Payment will be made to HANSON within 60 days after receipt of a detailed invoice showing hours, hourly rates, other expenses for each task performed.
2. HANSON is not guaranteed a minimum amount of work.

**III. EFFECTIVE DATES.**

**A. LENGTH OF CONTRACT.**

This Agreement shall commence on the date of execution by both of the parties hereto, but no earlier than October 1, 2018 and shall terminate on September 30, 2019 or when HANSON completes the work described herein, whichever is sooner. If said work order extends beyond the ending date, HANSON will complete all of the work as agreed to in said work order.

**B. EXTENSION OF CONTRACT.**

1. After September 30, 2019, the COUNTY, at its discretion, may renew this Agreement with HANSON for a term to expire on September 30, 2020. Fees will be determined by rates established in an updated fee schedule Exhibit "A" effective on October 1, 2019.
2. The contract extension shall be subject to budget approval by the County Board and shall be in the form a letter of understanding between HANSON and the County Engineer.

- IV. **LIMITATION OF LIABILITY.** The liability of the County and its employees is limited to the responsibilities and duties described in Article I of this Agreement. HANSON shall indemnify and save harmless the COUNTY and its employees against any and all loss, damage, liability, judgments, costs and reasonable attorney's fees arising out of HANSON'S negligent acts or omissions under this Agreement.
- V. **SUCCESSORS AND ASSIGNS.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.
- VI. **EXTENT OF AGREEMENT.** This Agreement represents the entire and integrated Agreement between the COUNTY and HANSON and supersedes all prior negotiations and representations, either written or oral. None of the provisions of this Agreement may be waived, changed, or modified except by an instrument in writing signed by both parties.
- VII. **INDEPENDENT CONTRACTOR RELATIONSHIP.** The parties hereto acknowledge and agree that the relationship created by this Agreement is a principal-independent contractor relationship, not an employer-employee relationship.

COUNTY OF WINNEBAGO, IL

HANSON PROFESSIONAL  
ASSOCIATES, INC

BY: \_\_\_\_\_  
Frank Haney, Chairman of the  
County Board of the  
County of Winnebago, Illinois

BY: Stuart M. Kemp  
Stuart M. Kemp, Vice President

DATE: \_\_\_\_\_

DATE: 9/17/18

ATTEST:

ATTEST:

\_\_\_\_\_  
Tiana McCall, Clerk of the County  
Board of the County of Winnebago,  
Illinois

Jerry J. Bennett

DATE: \_\_\_\_\_

DATE: 9/17/18

# **EXHIBIT A** **BASIS OF PAYMENT** **CONSULTING SERVICES**

The following schedule is for normal design and consulting services provided on an hourly basis.

1. **ENGINEER/ARCHITECT/SCIENTIST POSITIONS:**

ENGINEER/ARCHITECT/SCIENTIST I .....	\$92.00
ENGINEER/ARCHITECT/SCIENTIST II .....	\$99.00
ENGINEER/ARCHITECT/SCIENTIST III .....	\$109.00
ENGINEER/ARCHITECT/SCIENTIST IV .....	\$132.00
ENGINEER/ARCHITECT/SCIENTIST V .....	\$150.00
ENGINEER/ARCHITECT/SCIENTIST VI .....	\$171.00
ENGINEER/ARCHITECT/SCIENTIST VII .....	\$194.00
ENGINEER/ARCHITECT/SCIENTIST VIII .....	\$229.00
PRINCIPAL .....	\$306.00

2. **TECHNICAL POSITIONS:**

AIDE .....	\$56.00
TECHNICIAN I .....	\$60.00
TECHNICIAN II .....	\$68.00
TECHNICIAN III .....	\$77.00
TECHNICIAN IV .....	\$102.00
TECHNICIAN V .....	\$106.00
TECHNICIAN VI .....	\$112.00
TECHNICIAN VII .....	\$125.00
MANAGER/DESIGNER .....	\$141.00

3. **ADMINISTRATIVE:**

ADMINISTRATIVE I .....	\$37.00
ADMINISTRATIVE II .....	\$57.00
ADMINISTRATIVE III .....	\$68.00
ADMINISTRATIVE IV .....	\$87.00
ADMINISTRATIVE V .....	\$90.00
ADMINISTRATIVE VI .....	\$132.00
ADMINISTRATIVE VII .....	\$183.00

4. Charges for special services, expert testimony, etc., will be negotiated.

5. The above rates cover straight time only. Overtime directed by the client will be surcharged by 25 percent.

6. Charges for outside consultants and contractors, pre-approved by the County Engineer, will be at invoice cost plus 10 percent.

7. All direct job expenses and materials other than normal office supplies will be charged at cost plus 10 percent.

8. Mileage charges for automobile = 54.5 cents per mile. Mileage charges for mobile lab or truck = 62 cents per mile.

Charges for vehicles that will remain assigned to a specific job will be \$70.00 per day or \$825.00 per month for automobiles, and \$75.00 per day or \$1,125.00 per month for mobile labs or trucks, plus the cost of fuel in lieu of mileage charges.

9. Services will be billed monthly and at the completion of the project. ~~There will be an additional charge of 1 1/2 percent per month compounded monthly on amounts outstanding more than 30 days.~~

10. Rates are subject to change and may be superseded by a new schedule on or about January 1, 2019; October 1, 2020.



**ANNUAL AGREEMENT WITH TESTING SERVICE CORPORATION FOR  
PROFESSIONAL GEOTECHNICAL ENGINEERING, MATERIALS  
ENGINEERING AND TESTING, AND OTHER RELATED SERVICES**

The County of Winnebago, Illinois, hereinafter referred to as the "COUNTY" and Testing Service Corporation, hereinafter referred to as "TSC", for the consideration hereinafter set forth hereby agree as follows:

**I. SCOPE OF SERVICES.** TSC shall provide to the COUNTY professional geotechnical engineering, materials engineering and testing, and other related services for various projects undertaken by the COUNTY on a work order basis.

**II. TERMS OF AGREEMENT.**

**A. TSC AGREES:**

1. Upon receipt of a request for services from the COUNTY, TSC shall submit to the County the following information:
  - a. A detailed scope of services for the specific project.
  - b. A project schedule.
  - c. A not-to-exceed price (fee) for the scope of services along with an estimate of hours and hourly rates for each task.
  - d. A statement referencing this Agreement.
  - e. TSC shall not proceed with any of the services to be provided under this agreement until a letter authorizing them to proceed is issued by the County Engineer.
2. That all plans, reports and other documents furnished by TSC, will be in accordance with current standards, specifications, and policies of the State of Illinois Department of Transportation Project Procedures Guide, Geotechnical Documents, Manuals and Procedures, and other requirements.
3. That it is understood that all reports, plans and other documents are subject to approval by the County Engineer.
4. That in the event plans or reports are found to be in error and revisions or corrections are required, TSC agrees to promptly make any changes or corrections and perform such work without cost to the COUNTY, even if payment has been received by TSC.
5. That upon request all sketches, charts, computations and other data prepared or obtained by TSC will be made available to the County Engineer without cost.
6. That all engineering documents shall be sealed and signed by an Illinois Registered Professional Engineer.
7. To furnish pre-construction coordination as directed by the County Engineer.

8. To provide professional geotechnical engineering, materials engineering and testing, and other related services to the COUNTY within the time specified in the work order.

**B. IT IS MUTUALLY AGREED:**

1. That the services performed by TSC during construction shall be limited to providing assistance in quality control, quality assurance, and to provide guidance to the COUNTY concerning conformance with project drawing and specifications.
2. That the role of TSC shall not be that of providing construction inspections or observations, and is limited to materials engineering and testing and advising the County Engineer.

**C. BASIS OF PAYMENT.**

1. For services provided herein, the COUNTY will pay TSC in accordance with the fee schedule shown on the attached Exhibit A up to the stated not-to exceed price (fee) per work order. Payment will be made to TSC within 60 days after receipt of a detailed invoice showing hours, hourly rates and other expenses for each task performed. The COUNTY will make partial payments to TSC, but they shall be limited to no more than 90% of the fee until the final documents are delivered and accepted by the County Engineer. The sum of the partial payments will be proportional to the amount of the work completed.
2. TSC is not guaranteed a minimum amount of work.

**III. EFFECTIVE DATES.**

- A. LENGTH OF CONTRACT.** This Agreement shall commence on the date of execution by both of the parties hereto, but no earlier than October 1, 2018 and shall terminate on September 30, 2019 or when TSC completes the work on a task order, whichever is later. If said work order extends beyond the ending date, TSC will complete all of the work as agreed to in said work order.

**B. EXTENSION OF CONTRACT**

1. After September 30, 2019 the COUNTY may renew this Agreement with TSC for a term to expire on September 30, 2020. Fees will be determined by rates established in an updated fee schedule Exhibit "A" effective on October 1, 2019.
2. The contract extension shall be subject to budget approval by the County Board and shall be in the form a letter of understanding between TSC and the County Engineer.

**IV. LIMITATION OF LIABILITY.** The liability of the COUNTY and its employees is limited to the responsibilities and duties described in Article I of this Agreement. TSC shall indemnify and save harmless the COUNTY and its employees against any and all loss, damage, liability, judgments, costs and reasonable attorney's fees arising out of TSC'S acts or omissions under this Agreement.

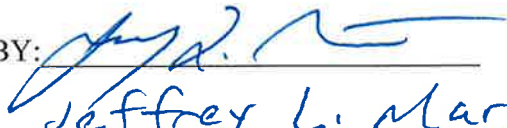


- V. **SUCCESSORS AND ASSIGNS.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.
- VI. **EXTENT OF AGREEMENT.** This Agreement represents the entire and integrated Agreement between the COUNTY and TSC and supersedes all prior negotiations and representations, either written or oral. None of the provisions of this Agreement may be waived, changed, or modified except by an instrument in writing signed by both parties.
- VII. **INDEPENDENT CONTRACTOR RELATIONSHIP.** The parties hereto acknowledge and agree that the relationship created by this Agreement is a principal-independent contractor relationship, not an employer-employee relationship.

COUNTY OF WINNEBAGO, IL

TESTING SERVICE CORPORATION

BY: \_\_\_\_\_  
Frank Haney, Chairman of the  
County Board of the  
County of Winnebago, Illinois

BY:   
Jeffrey L. Martin  
TSC Rockford Branch Manager

DATE: \_\_\_\_\_

DATE: 9/17/18

ATTEST:

ATTEST:

\_\_\_\_\_  
Tiana McCall, Clerk of the County  
Board of the County of Winnebago,  
Illinois

  
Bernea Bunge

Rockford, Illinois



TESTING SERVICE CORPORATION

September 17, 2018

*Local Office:*

2235 23<sup>rd</sup> Avenue, Rockford, IL 61104-7334  
815.394.2562 • Fax 815.394.2566

Mr. Joseph A. Vanderwerff, Sr., P.E.  
Winnebago County Highway Department  
424 North Springfield Avenue  
Rockford, Illinois 61101-5097

RE: P.N. 61,544  
Geotechnical Engineering  
Annual Professional Services Agreement  
October 1, 2018 thru September 30, 2019  
Winnebago County, Illinois

Dear Mr. Vanderwerff:

Testing Service Corporation (TSC) is pleased to submit this proposal to provide Geotechnical Engineering Services for the captioned project. Our proposal responds to a recent request by Mr. Frank J. Hodina, P.E. of the Winnebago County Highway Department. The broad objectives of our work will be to explore soil conditions and provide recommendations for foundation and pavement design for construction of various Winnebago County Highway Department, as part of an Annual Professional Services (APS) Agreement to extend from October 1, 2018 through September 30, 2019.

This proposal includes a Prevailing Wage surcharge to the cost for drilling and sampling. As requested, we have projected our costs to extend through the agreement period. **It is understood that a separate more detailed proposal will be required for each individual project outlining the project description, our scope of work and associated costs.**

The Illinois Department of Labor (IDOL) has taken the position that Core Drilling / Soil Testing is a covered activity under the Illinois Prevailing Wage Act (IPWA). These projects, along with all other government funded transportation and infrastructure related projects, are now under the guidelines of IPWA enforcement. The unit prices provided in the attached fee schedule are meant to comply with the IPWA, and therefore should be in agreement with the position taken by the IDOL.

Unless stated otherwise, TSC fees include all state and federal taxes and permits that may be required; however, they do not include any license, permits or bond fees that local governments may impose. The local fees, if any, will be added to the invoice. Unless we receive written instructions to the contrary, invoices will be sent to:

Mr. Joseph A. Vanderwerff, Sr., P.E.  
Winnebago County Highway Department  
424 North Springfield Avenue  
Rockford, Illinois 61101-5097  
Tel: (815) 319-4000  
Fax: (815) 965-6406

If this proposal meets with your approval, please indicate your acceptance by signing one copy and returning it to our Rockford, Illinois office. When completing the attached project data form, kindly indicate who is to receive copies of TSC's report and other project data.

Your consideration of our proposal is appreciated. We look forward to being of service to you on this project.

Respectfully Submitted,

TESTING SERVICE CORPORATION



Jeffrey L. Martin, P.E.  
Rockford Branch Manager

JLM:rb

Enc: Unit Rates  
Project Data Sheet

cc: Mr. Frank J. Hodina, P.E.  
Winnebago County Highway Department  
Via e-mail: [Fhodina@WinColL.us](mailto:Fhodina@WinColL.us)

Approved and accepted for \_\_\_\_\_ by:

\_\_\_\_\_  
(NAME)  
\_\_\_\_\_  
(TITLE)  
\_\_\_\_\_  
(DATE)



## TESTING SERVICE CORPORATION

## Project Data Sheet

### General Information:

Project Name: \_\_\_\_\_

Project Address: \_\_\_\_\_

City / State / Zip: \_\_\_\_\_

Project Manager: \_\_\_\_\_

E-Mail: \_\_\_\_\_

Telephone: \_\_\_\_\_

Fax: \_\_\_\_\_

Site Contact: \_\_\_\_\_

E-Mail: \_\_\_\_\_

Telephone: \_\_\_\_\_

Fax: \_\_\_\_\_

### Send Invoice To:

Purchase Order Number: \_\_\_\_\_

Attention: \_\_\_\_\_

Company: \_\_\_\_\_

Address: \_\_\_\_\_

City / State / Zip: \_\_\_\_\_

E-Mail: \_\_\_\_\_

Telephone: \_\_\_\_\_

Fax: \_\_\_\_\_

### Important Notes:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

### Completed By:

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_

### Distribute Reports as Follows:

Name: \_\_\_\_\_

Company: \_\_\_\_\_

Address: \_\_\_\_\_

City / State / Zip: \_\_\_\_\_

E-Mail: \_\_\_\_\_

Telephone: \_\_\_\_\_

Fax: \_\_\_\_\_

Name: \_\_\_\_\_

Company: \_\_\_\_\_

Address: \_\_\_\_\_

City / State / Zip: \_\_\_\_\_

E-Mail: \_\_\_\_\_

Telephone: \_\_\_\_\_

Fax: \_\_\_\_\_

Name: \_\_\_\_\_

Company: \_\_\_\_\_

Address: \_\_\_\_\_

City / State / Zip: \_\_\_\_\_

E-Mail: \_\_\_\_\_

Telephone: \_\_\_\_\_

Fax: \_\_\_\_\_

Name: \_\_\_\_\_

Company: \_\_\_\_\_

Address: \_\_\_\_\_

City / State / Zip: \_\_\_\_\_

E-Mail: \_\_\_\_\_

Telephone: \_\_\_\_\_

Fax: \_\_\_\_\_

**UNIT RATES**  
**P.N.61,544**  
*Geotechnical Engineering*  
*Various Projects for October 1, 2018 - September 30, 2019*  
*Winnebago County Highway Department*

ITEM		UNITS	QTY	RATE	COST
<b>STAKING AND UTILITY CLEARANCE</b>					
1.1	Two-Person Crew to Mark Boring Locations and Arrange for Utility Clearance	Hour		225.00	\$ 0.00
1.2	Field Crew Chief	Hour		117.50	\$ 0.00
<b>OBTAIN PERMITS</b>					
2.1	Administration by Engineer	Hour		140.00	\$ 0.00
2.2	Bonds, Permits, or Other Charges (Estimate)	At Cost		250.00	\$ 0.00
2.3	Person to Obtain Various Permits and Co-Ordinate Field Activities	Hour		140.00	\$ 0.00
<b>MOBILIZATION AND DEMOBILIZATION OF DRILL RIG AND CREW</b>					
3.1	Drill Mounted on Truck	Each		500.00	\$ 0.00
3.2	Drill Mounted on All-terrain Vehicle	Each		750.00	\$ 0.00
3.3	Per Diem Mobilization/Demobilization of Drill Crew	Day		195.00	\$ 0.00
3.4	Travel to/from Site and Standby/Move Time between Borings in excess of ½ Hour , 2-Person Crew, Regular Time	Hour		375.00	\$ 0.00
3.5	Travel to/from Site and Standby/Move Time between Borings in excess of ½ Hour , 2-Person Crew, Over-Time	Hour		525.00	\$ 0.00
3.6	Steam Clean Equipment	Day		385.00	\$ 0.00
<b>SUBGRADE BORINGS</b>					
Includes SPT (split spoon) sampling at continuous intervals to 5 feet, and at 2.5 foot intervals below 5 feet. Also includes visual classification and moisture contents.					
4.1	Subgrade Borings with Drill Rig	Foot		35.75	\$ 0.00
4.2	Perform Hand Auger Borings at Inaccessible Locations Two-Person Crew	Hour		365.00	\$ 0.00
4.3	Bulk Subgrade Samples for IBR Tests	Each		78.00	\$ 0.00
4.4	Drilling/Hourly Rate (includes Prevailing Wage), 2-Person Drill Crew, Regular (8-hours minimum)	Hour		375.00	\$ 0.00

Winnebago County Highway Department APS Agreement 2018-2019  
P.N. 61,544 - September 17, 2018

ITEM		UNITS	QTY	RATE	COST
4.5	Drilling/Hourly Rate (includes Prevailing Wage), 2-Person Drill Crew, Overtime (Over 8-hours per Day or Saturday)	Hour		525.00	\$ 0.00
<b>STRUCTURE BORINGS</b>					
5.1	0 to 30 Feet, N<60 bpf, sample at 2.5 ft. intervals	Foot		15.00	\$ 0.00
5.2	0 to 30 Feet, N>60 bpf, sample at 2.5 ft. intervals	Foot		16.40	\$ 0.00
5.3	30 to 50 Feet, N<60 bpf, sample at 5 ft. intervals	Foot		20.00	\$ 0.00
5.4	30 to 50 Feet, N>60 bpf, sample at 5 ft. intervals	Foot		25.00	\$ 0.00
5.5	50 to 75 Feet, N<60 bpf, sample at 5 ft. intervals	Foot		27.50	\$ 0.00
5.6	50 to 75 Feet, N>60 bpf, sample at 5 ft. intervals	Foot		32.50	\$ 0.00
5.7	> 75 Feet, N<60 bpf, sample at 5 ft. intervals	Foot		29.00	\$ 0.00
5.8	> 75 Feet, N>60 bpf, sample at 5 ft. intervals	Foot		34.00	\$ 0.00
5.9	Take Soil Samples by Split-Spoon Procedure/0-60'	Each		21.00	\$ 0.00
5.10	Take Soil Samples by Split-Spoon Procedure/60-90'	Each		31.50	\$ 0.00
5.11	Take Soil Samples by Thin-Walled Tube Procedure	Each		42.00	\$ 0.00
5.12	Drilling/Hourly Rate (includes Prevailing Wage), 2-Person Drill Crew, Regular (8-hours minimum)	Hour		375.00	\$ 0.00
5.13	Drilling/Hourly Rate (includes Prevailing Wage), 2-Person Drill Crew, Overtime (Over 8-hours per Day or Saturday)	Hour		525.00	\$ 0.00
5.14	Examine Samples and Describe by Textural System and Classify	Each		4.00	\$ 0.00
<b>OBTAIN ROCK CORES</b>					
6.1	Set-up Charge (Includes casing to 40 feet) Per Location	Each		500.00	\$ 0.00
6.2	Rock Core with NX Core Barrel	Foot		60.00	\$ 0.00
6.3	Set Casing (Below 40 feet in Depth)	Foot		15.00	\$ 0.00
<b>BACKFILL BORINGS/CORE-HOLES (with Bentonite Chips or Bentonite Grout upon Completion)</b>					
7.1	Includes concrete or asphalt patch, where necessary	Foot		8.00	\$ 0.00
<b>DRILLING INSPECTOR</b>					
8.1	To perform Rimac strength tests and log borings	Hour		117.50	\$ 0.00
<b>TRAFFIC CONTROL</b>					

Winnebago County Highway Department APS Agreement 2018-2019  
P.N. 61,544 - September 17, 2018

ITEM		UNITS	QTY	RATE	COST
9.1	TSC Flagger	Hour		117.50	\$ 0.00
9.2	TSC Pickup and Arrowboard	Day		140.00	\$ 0.00
9.2	TSC Control by Others	At Cost + 10%			\$ 0.00
<b>LABORATORY TESTING</b>					
10.1	Moisture Content	Each		7.00	\$ 0.00
10.2	Atterberg Limit Determinations	Each		100.00	\$ 0.00
10.3	Washed Sieve Samples	Each		90.00	\$ 0.00
10.4	Particle Size Analysis Including Hydrometer Analysis	Each		130.00	\$ 0.00
10.5	Organic Content	Each		50.00	\$ 0.00
10.6	IBR Test	Each		195.00	\$ 0.00
10.7	Standard Proctor	Each		180.00	\$ 0.00
10.8	Dry Unit Weight Determinations	Each		7.00	\$ 0.00
10.9	Unconfined Compressive Strength of Cohesive Soils, Failure at 15 Percent Strain	Each		14.00	\$ 0.00
<b>PAVEMENT CORING</b>					
11.1	Coring Technician	Hour		182.50	\$ 0.00
11.2	Generator Use	At Cost		65.00	\$ 0.00
11.3	Coring Equipment Diamond Bit Wear	Inch		5.75	\$ 0.00
11.4	Fluted Probe to Check Granular Base Thickness	Day		50.00	\$ 0.00
<b>PROJECT ADMINISTRATION, ENGINEERING, ANALYSIS AND REPORTING PERSONNEL</b>					
12.1	Senior Geotechnical Engineer	Hour		200.00	\$ 0.00
12.2	Project Geotechnical Engineer, P.E.	Hour		160.00	\$ 0.00
12.3	Staff Engineer	Hour		140.00	\$ 0.00
12.4	Secretary	Hour		56.00	\$ 0.00
12.5	Draftsman	Hour		74.50	\$ 0.00
12.6	CAD Technician	Hour		74.50	\$ 0.00
12.7	Printing and Reproduction Charges	At Cost		0.00	\$ 0.00
ESTIMATED TOTAL:					\$ 0.00

Winnebago County Highway Department APS Agreement 2018-2019  
P.N. 61,544 - September 17, 2018

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ITEM		UNITS	QTY	RATE	COST
	RECOMMENDED BUDGET:				\$





TESTING SERVICE CORPORATION

*Local Office:*

2235 23<sup>rd</sup> Avenue, Rockford, IL 61104-7334  
815.394.2562 • Fax 815.394.2566

Rockford, Illinois

September 17, 2018

Mr. Joseph A. Vanderwerff, Sr., P.E.  
Winnebago County Highway Department  
424 North Springfield Avenue  
Rockford, Illinois 61101-5097

RE: P.N. 61,543  
Independent Testing Laboratory Services  
Annual Professional Services Agreement  
October 1, 2018 thru September 30, 2019  
Various Projects  
Winnebago County, Illinois

Dear Mr. Vanderwerff:

Per a recent request from Mr. Frank J. Hodina, P.E. of the Winnebago County Highway Department, Testing Service Corporation (TSC) is pleased to submit this proposal to provide the Construction Materials Engineering Services that will be requested by you for the above referenced project. The broad objectives of our work will be to conduct and interpret tests and report our findings as directed by the Winnebago County Highway Department, as part of an Annual Professional Services (APS) Agreement to extend from October 1, 2018 through September 30, 2019. **It is understood that a separate more detailed proposal will be required for each individual project outlining the project description, our scope of work and associated costs.**

TSC is staffed and equipped to provide any of the following Quality Assurance (QA) testing services that may be ordered by you:

- **Field Quality Control Services**
  - Observe proof-rolling operations.
  - Recommend amount of undercut using IDOT cone penetrometer procedure.
  - Perform in-place density tests on engineered fill/backfill and granular base course
  - Test plastic concrete for slump, air content, temperature, unit weight and cast test cylinders.
  - Establish rolling pattern for bituminous concrete pavement mix with nuclear density gauge.
  - Pickup samples in the field for laboratory tests.
  - Collect composite soil sample(s) from stockpile(s) using shovel, hand auger equipment or a backhoe supplied by others/client for analytical laboratory analyses for the purpose of determining whether the associated test data provides a basis for TSC to sign the IEPA Form LPC-663, Uncontaminated Soil Certification by a Licensed Professional Engineer.
- **Bituminous Concrete Batch Plant Quality Control Services**
  - Daily hot bin and extraction analysis.
  - Sampling and testing of stockpile materials.
  - Check and adjust mixing formulas, as necessary.
  - Check temperatures of bitumen, drum and final mix.
  - Mold Marshall samples and check for stability and flow or determine density of Prepared (HMA) specimen by means of Gyratory Compactor.

*Providing a Full Range of Geotechnical Engineering, Environmental Services, and Construction Materials Engineering & Testing*

Carol Stream, IL • DeKalb, IL • Gurnee, IL • Shorewood, IL • Rockford, IL

- Other tests as required by current IDOT procedures guide.
- **Portland Cement Concrete Batch Plant Quality Control Services**
  - Verify that current IDOT mix design is being used.
  - Check moisture content of fine aggregate.
  - Perform sieve analysis on stockpiled materials, as required by IDOT criteria.
  - Check the slump, air and temperature of final mix.
  - Other tests, as required by current IDOT procedure guide.
- **Laboratory**
  - Perform laboratory compaction curve for each soil type used.
  - Determine density and thickness for core samples submitted by contractor.
  - Aggregate gradation and soundness analysis.
  - Perform compressive and flexural strength tests for concrete cylinders and beams.
  - Analytical laboratory testing of composite soil sample(s) for various parameters accepted by clean construction or demolition debris (CCDD) facilities.
  - Other tests, as required.

TSC's field technicians are represented by Local 150 of the International Union of Operating Engineers. Supervision of the testing, observation and reporting is provided by a Registered Professional Engineer. Reports will generally be issued on a weekly basis as work progresses. Invoices will be issued monthly, subsequent to the reporting period.

As requested, we have projected our rates to 2019 or the time period of the APS Agreement of October 1, 2018 through September 30, 2019, as shown on the fee schedule below.

The Services performed by TSC under this proposal are subject to prevailing wage regulations under Illinois law. Prevailing wage rates are established in June by the State of Illinois. Should the established wage be changed between the time of this proposal and the time of work, it will be necessary to revise this proposal so that the rates required by law are properly reflected. Prevailing wage categories are defined as follows:

Material Tester I: Hand coring and drilling for testing of materials; field inspection of uncured concrete and asphalt.

Material Tester II: Field inspection of welds, structural steel, fireproofing, masonry, soil, facade, reinforcing steel, formwork, cured concrete and concrete and asphalt batch plants, adjusting proportions of bituminous mixtures.

Unless we receive written instructions to the contrary, invoices will be sent to:

Mr. Joseph A. Vanderwerff, Sr., P.E.  
Winnebago County Highway Department  
424 North Springfield Avenue  
Rockford, Illinois 61101-5097  
Phone: 815.319.4000  
Fax: 815.965.6406

When completing the attached project data form, kindly indicate who is to receive copies of TSC's report and other project data.

Your consideration of our proposal is appreciated. We look forward to being of service to you on this project.

Respectfully Submitted

TESTING SERVICE CORPORATION



Jeffrey L. Martin, P.E.  
Rockford Branch Manager

Enc:     Schedule of Charges  
         Project Data Sheet

Approved and accepted for \_\_\_\_\_ by:

\_\_\_\_\_  
(NAME)

\_\_\_\_\_  
(TITLE)

\_\_\_\_\_  
(DATE)

## SCHEDULE OF CHARGES

## ITEM I FIELD SERVICES

A. Material Tester I	Per Hour:	\$ 117.50
B. Material Tester II	Per Hour:	\$ 117.50
C. IDOT QC/QA Level III BIT or PCC	Per Hour:	\$ 125.00

CME Technician classification includes IDOT BIT/PCC and QC/QA Certified Technicians. The time is portal-to-portal from the office servicing the project. Increase hourly rate by 1.3 for over 8.0 hours per day or Saturday . Increase hourly rate by 1.5 for Sunday or Holiday work. The minimum trip charge for 0 to 4 hours is four (4) hours and for 4 to 8 hours is eight (8) hours Monday through Friday and eight (8) hours on Saturday and Sunday.

Engineering services for summary report preparation are invoiced at the Graduate Engineer Rate.

D. Transportation, Light Vehicle	Per Mile:	\$	0.64
E. Use of Nuclear Moisture/Density Gauge	Per Day:	\$	37.00
F. Pickup Concrete Test Samples Cast by TSC	Per Trip:	\$	90.00
G. Pickup Concrete Test Samples Cast by Others	Hour:	\$	117.50
H. Photoionization Detector	Day:	\$	100.00

## ITEM II LABORATORY SERVICES

### A. Soils

- |  |       |           |
|--|-------|-----------|
| 1. Compaction Curve to establish the maximum dry unit weight and optimum water content |       |           |
| a. Modified (AASHTO T180, ASTM D1557)  | Each: | \$ 190.00 |
| b. Standard( AASHTO T99, ASTM D698)  | Each: | \$ 180.00 |
| c. Add for Methods B, C, or D  | Each: | \$ 20.00  |

2. Thin-Walled Tube Samples		
a. Combined Water Content & Dry Unit Weight Determination	Each:	\$ 16.00
b. Unconfined Compressive Strength	Each:	\$ 13.00
B. Portland Cement Concrete/Aggregates		
1. Concrete Test Cylinders (6"x12") Cast by TSC		
a. Compressive Strength	Each:	\$ 17.50
b. Spares/Handling Charge	Each:	\$ 17.50
c. Trim End of Specimen When Necessary	Each:	\$ 31.50
2. Concrete Test Cylinders (6"x12") Cast by Others		
a. Compressive Strength	Each:	\$ 31.50
b. Spares/Handling Charge	Each:	\$ 31.50
c. Trim End of Specimen When Necessary	Each:	\$ 31.50
3. Concrete Test Cylinders (4"x8") Cast by TSC		
a. Compressive Strength	Each:	\$ 17.50
b. Spares/Handling Charge	Each:	\$ 17.50
c. Trim End of Specimen When Necessary	Each:	\$ 31.50
4. Concrete Test Cylinders (4"x8") Cast by Others		
a. Compressive Strength	Each:	\$ 31.50
b. Spares/Handling Charge	Each:	\$ 31.50
c. Trim End of Specimen When Necessary	Each:	\$ 31.50
5. Sieve Analysis		
a. Unwashed	Each:	\$ 72.50
b. Washed	Each:	\$ 90.00
C. Bituminous Concrete		
1. Extraction Analysis		
a. Unwashed	Each:	\$ 195.00

b. Washed	Each:	\$ 215.00
2. Compaction of Bituminous Mixture by Gyratory Methods and Bulk Specific Gravity Test	Set of Two	\$ 195.00
3. Theoretical Maximum Specific Gravity of Paving Mixture	Each:	\$ 95.50
4. Calibration of Ignition Oven for Asphalt Content by IDOT Methods:	Each:	\$ 690.00
5. Determining Asphalt Content by Ignition Oven:	Each:	\$ 106.00
6. Determining Asphalt Content by Ignition Oven and Washed Gradation:	Each:	\$ 185.00
7. Bulk Density of Core Specimens	Each:	\$ 45.00

ITEM III CONSULTATION AND REPORT PREPARATION

A. Registered Professional Engineer, Principal	Per Hour:	\$ 200.00
B. Registered Professional Engineer	Per Hour:	\$ 160.00
C. Graduate Civil Engineer	Per Hour:	\$ 140.00
E. Transportation		
1. Light Vehicle	Per Mile:	\$ 0.64
2. Public Transportation		Cost + 10%

The above rates are valid through September 30, 2019.



## TESTING SERVICE CORPORATION

## Project Data Sheet

### General Information:

Project Name: \_\_\_\_\_

Project Address: \_\_\_\_\_

City / State / Zip: \_\_\_\_\_

Project Manager: \_\_\_\_\_

E-Mail: \_\_\_\_\_

Telephone: \_\_\_\_\_

Fax: \_\_\_\_\_

Site Contact: \_\_\_\_\_

E-Mail: \_\_\_\_\_

Telephone: \_\_\_\_\_

Fax: \_\_\_\_\_

### Send Invoice To:

Purchase Order Number: \_\_\_\_\_

Attention: \_\_\_\_\_

Company: \_\_\_\_\_

Address: \_\_\_\_\_

City / State / Zip: \_\_\_\_\_

E-Mail: \_\_\_\_\_

Telephone: \_\_\_\_\_

Fax: \_\_\_\_\_

### Important Notes:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

### Completed By:

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_

### Distribute Reports as Follows:

Name: \_\_\_\_\_

Company: \_\_\_\_\_

Address: \_\_\_\_\_

City / State / Zip: \_\_\_\_\_

E-Mail: \_\_\_\_\_

Telephone: \_\_\_\_\_

Fax: \_\_\_\_\_

Name: \_\_\_\_\_

Company: \_\_\_\_\_

Address: \_\_\_\_\_

City / State / Zip: \_\_\_\_\_

E-Mail: \_\_\_\_\_

Telephone: \_\_\_\_\_

Fax: \_\_\_\_\_

Name: \_\_\_\_\_

Company: \_\_\_\_\_

Address: \_\_\_\_\_

City / State / Zip: \_\_\_\_\_

E-Mail: \_\_\_\_\_

Telephone: \_\_\_\_\_

Fax: \_\_\_\_\_

Name: \_\_\_\_\_

Company: \_\_\_\_\_

Address: \_\_\_\_\_

City / State / Zip: \_\_\_\_\_

E-Mail: \_\_\_\_\_

Telephone: \_\_\_\_\_

Fax: \_\_\_\_\_

**ANNUAL AGREEMENT FOR PROFESSIONAL REAL ESTATE  
APPRAISAL SERVICES WITH  
DAVIDSON AND ASSOCIATES**

The County of Winnebago, Illinois, hereinafter referred to as the "COUNTY" and Davidson and Associates, a sole proprietorship, hereinafter referred to as "DAVIDSON", for the consideration hereinafter set forth hereby agree as follows:

**I. TERMS OF AGREEMENT.**

**A. SCOPE OF SERVICES.**

1. DAVIDSON shall provide to the COUNTY real estate appraisals for various projects undertaken by the COUNTY on a work order basis. It is expected that the cost of the appraisals will be in conformance with the pricing shown on Exhibit A, attached hereto. Upon receipt of a request for approved services from the COUNTY, DAVIDSON shall submit the following information in writing to the COUNTY:
  - a. Detailed scope of services for the specific project.
  - b. A timetable detailing the project schedule.
  - c. A not-to-exceed price (fee) for the scope of service along with an estimate of hours and hourly rates for each task.
  - d. A statement referencing this Agreement.
2. DAVIDSON shall not proceed with any of the services to be provided under this agreement until a letter authorizing them to proceed is issued by the County Engineer.
3. The appraisals shall be performed and provided to the COUNTY in accordance with the State of Illinois Department of Transportation Land Acquisition Policies and Procedures Manual (LAPPM) current at the time each appraisal is performed, unless directed differently. DAVIDSON understands that the appraisals will be used by the COUNTY for the purpose of acquiring real estate by a government agency.
4. DAVIDSON agrees to use only appraisers who are currently approved by the Illinois Department of Transportation.
5. DAVIDSON agrees to provide the appraisals to the COUNTY within the time specified in the work order.

**B. BASIS OF PAYMENT.**

1. For the services provided herein, the COUNTY will pay DAVIDSON in accordance with the fee schedule shown on the attached Exhibit A up to the stated not-to exceed price (fee) per work order. Payment will be made to DAVIDSON within 60 days after receipt of a detailed invoice showing hours, hourly rates, and other expenses for each task performed. The COUNTY will make partial payments to DAVIDSON, but they shall be limited to no more than 90% of the fee until the final documents are delivered and accepted by the County Engineer. The cumulative sum of



the partial payments will be proportional to the amount of the work completed as determined by the County Engineer.

- 2 DAVIDSON is not guaranteed a minimum amount of work.

**II. EFFECTIVE DATES.**

**A. LENGTH OF CONTRACT**

This Agreement shall commence on the date of execution by both of the parties hereto, but no earlier than October 1, 2018 and shall terminate on September 30, 2019 or when DAVIDSON completes the work described herein, whichever is later. If said work order extends beyond the ending date, DAVIDSON will complete all of the work as agreed to in said work order.

**B. EXTENSION OF CONTRACT**

1. After September 30, 2019 the COUNTY, at its discretion and subject to budgetary approval may renew this Agreement with DAVIDSON for a term to expire on September 30, 2020. Fees will be determined by rates established in an updated fee schedule Exhibit "A" effective on October 1, 2019.
2. The contract extension shall be subject to budget approval by the County Board and shall be in the form a letter of understanding between DAVIDSON and the County Engineer.

**III. LIMITATION OF LIABILITY.** The liability of the COUNTY and its employees is limited to the responsibilities and duties described in Article I of this Agreement. DAVIDSON shall indemnify and save harmless the COUNTY and its employees against any and all loss, damage, liability, judgments, costs and reasonable attorney's fees arising out of DAVIDSON'S acts or omissions under this Agreement.

**IV. SUCCESSORS AND ASSIGNS.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

**V. EXTENT OF AGREEMENT.** This Agreement represents the entire and integrated Agreement between the COUNTY and DAVIDSON and supersedes all prior negotiations and representations, either written or oral. None of the provisions of this Agreement may be waived, changed, or modified except by an instrument in writing signed by both parties.

**VI. INDEPENDENT CONTRACTOR RELATIONSHIP.** The parties hereto acknowledge and agree that the relationship created by this Agreement is a principal-independent contractor relationship, not an employer-employee relationship.

THE COUNTY OF WINNEBAGO, IL

BY: \_\_\_\_\_  
Frank Haney, Chairman of the  
County Board of the  
County of Winnebago, Illinois

DATE: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Tiana McCall, Clerk of the County  
Board of the County of Winnebago,  
Illinois

DATE: \_\_\_\_\_

DAVIDSON AND ASSOCIATES, a Sole  
Proprietorship

BY: Charles Davidson  
Charles S. Davidson

DATE: 9-11-18

**EXHIBIT A**  
**ANNUAL AGREEMENT FOR PROFESSIONAL REAL ESTATE**  
**APPRAISAL SERVICES**

Pricing for Real Estate Appraisals is as follows:

Non Complex Appraisal Range: \$ 700 to \$ 3,700

Complex Appraisal Range: \$ 1,500 to \$ 8,000

Update or Revision to an Appraisal Range: \$370 to \$3,700

Appraisal Review for Non Complex Appraisal Range: \$400 to \$2,200

Appraisal Review for Complex Appraisal Range: \$650 to \$3,700

Update or Revision to Appraisal Review Range: \$210 to \$1,300

Hourly Rate for Court Appearance Range: \$120 to \$180

Hourly Rate Other than Court Appearance Range: \$120 to \$180

**ANNUAL AGREEMENT FOR PROFESSIONAL REAL ESTATE  
APPRAISAL SERVICES WITH  
MAGDZIARZ GROUP, INC. dba  
REAL PROPERTY CONSULTANTS**

The County of Winnebago, Illinois, hereinafter referred to as the "COUNTY" and Magdziarz Group, Inc. dba Real Property Consultants , hereinafter referred to as "CONSULTANT", for the consideration hereinafter set forth hereby agree as follows:

**I. TERMS OF AGREEMENT.**

**A. SCOPE OF SERVICES.**

1. CONSULTANT shall provide to the COUNTY real estate appraisals for various projects undertaken by the COUNTY on a work order basis. It is expected that the cost of the appraisals will be in conformance with the pricing shown on Exhibit A, attached hereto. Upon receipt of a request for approved services from the COUNTY, CONSULTANT shall submit the following information in writing to the COUNTY:
  - a. Detailed scope of services for the specific project.
  - b. A timetable detailing the project schedule.
  - c. A not-to-exceed price (fee) for the scope of service along with an estimate of hours and hourly rates for each task.
  - d. A statement referencing this Agreement.
2. CONSULTANT shall not proceed with any of the services to be provided under this agreement until a letter authorizing them to proceed is issued by the County Engineer.
3. The appraisals shall be performed and provided to the COUNTY in accordance with the State of Illinois Department of Transportation Land Acquisition Policies and Procedures Manual (LAPPM) current at the time each appraisal is performed, unless directed differently. CONSULTANT understands that the appraisals will be used by the COUNTY for the purpose of acquiring real estate by a government agency.
4. CONSULTANT agrees to use only appraisers who are currently approved by the Illinois Department of Transportation.
5. CONSULTANT agrees to provide the appraisals to the COUNTY within the time specified in the work order.

**B. BASIS OF PAYMENT.**

1. For the services provided herein, the COUNTY will pay CONSULTANT in accordance with the fee schedule shown on the attached Exhibit A up to the stated not-to exceed price (fee) per work order. Payment will be made to CONSULTANT within 60 days after receipt of a detailed invoice showing hours, hourly rates, and other expenses for each task performed. The COUNTY will make partial payments to CONSULTANT, but they shall be limited to no more than 90% of the fee until the final documents are delivered and accepted by the County

Engineer. The cumulative sum of the partial payments will be proportional to the amount of the work completed as determined by the County Engineer.

- 2 CONSULTANT is not guaranteed a minimum amount of work.

**II. EFFECTIVE DATES.**

**A. LENGTH OF CONTRACT**

This Agreement shall commence on the date of execution by both of the parties hereto, but no earlier than October 1, 2018 and shall terminate on September 30, 2019 or when CONSULTANT completes the work described herein, whichever is later. If said work order extends beyond the ending date, CONSULTANT will complete all of the work as agreed to in said work order.

**B. EXTENSION OF CONTRACT**

1. After September 30, 2019 the COUNTY, at its discretion and subject to budgetary approval may renew this Agreement with CONSULTANT for a term to expire on September 30, 2020. Fees will be determined by rates established in an updated fee schedule Exhibit "A" effective on October 1, 2019.
2. The contract extension shall be subject to budget approval by the County Board and shall be in the form a letter of understanding between CONSULTANT and the County Engineer.

**III. LIMITATION OF LIABILITY.** The liability of the COUNTY and its employees is limited to the responsibilities and duties described in Article I of this Agreement. CONSULTANT shall indemnify and save harmless the COUNTY and its employees against any and all loss, damage, liability, judgments, costs and reasonable attorney's fees arising out of CONSULTANT'S acts or omissions under this Agreement.

**IV. SUCCESSORS AND ASSIGNS.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

**V. EXTENT OF AGREEMENT.** This Agreement represents the entire and integrated Agreement between the COUNTY and CONSULTANT and supersedes all prior negotiations and representations, either written or oral. None of the provisions of this Agreement may be waived, changed, or modified except by an instrument in writing signed by both parties.


**VI. INDEPENDENT CONTRACTOR RELATIONSHIP.** The parties hereto acknowledge and agree that the relationship created by this Agreement is a principal-independent contractor relationship, not an employer-employee relationship.

THE COUNTY OF WINNEBAGO, IL

BY: \_\_\_\_\_  
Frank Haney, Chairman of the  
County Board of the  
County of Winnebago, Illinois

DATE: \_\_\_\_\_

MAGDZIARZ GROUP, INC. dba  
REAL PROPERTY CONSULTANTS

BY:  \_\_\_\_\_  
Matthew Magdziarz

DATE: 9/10/18

ATTEST:

\_\_\_\_\_  
Tiana, Clerk of the County  
Board of the County of Winnebago,  
Illinois

DATE: \_\_\_\_\_

**EXHIBIT A**

**ANNUAL AGREEMENT FOR PROFESSIONAL REAL ESTATE  
APPRAISAL SERVICES**

Pricing for Real Estate Appraisals is as follows:

Non Complex Appraisal Range: \$ 500 to \$ 1500

Complex Appraisal Range: \$ 1500 to \$ 5000

Update or Revision to an Appraisal Range: \$ 250 to \$ 750

Appraisal Review for Non Complex Appraisal Range: \$ 400 to \$ 900

Appraisal Review for Complex Appraisal Range: \$ 750 to \$ 2500

Update or Revision to Appraisal Review Range: \$ 250 to \$ 750

Hourly Rate for Court Appearance Range: \$ 200 to \$ 300

Hourly Rate Other than Court Appearance Range: \$ 150 to \$ 250

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

**18-CR-XXX**

**SUBMITTED BY: PUBLIC WORKS COMMITTEE  
SPONSORED BY: DAVE KELLEY**

**A RESOLUTION TO REJECT BIDS FOR  
THE REHABILITATION OF WELL #1  
WINNEBAGO WATER DISTRICT WELLHOUSE  
(SECTION 18-00656-00-MG)**

**WHEREAS**, as per resolution of the County Board of the County of Winnebago, Illinois, Resolution 12-007, dated the 12<sup>th</sup> day of January 2012, the County Board created a waterworks system pursuant to the authority granted in Section 5-15001 of the Illinois Counties Code, 55 ILCS 5/5-15001 hereinafter referred to as the WATER DISTRICT; and

**WHEREAS**, in the spring of 2017 a second well was completed to comply with requirements of the Illinois Environmental Protection Agency (IEPA) for public water supply systems in that a back-up well needs to be included as part of the water system; and

**WHEREAS**, the pump in Well #1 was installed in 2007 and generally pumps need to be pulled every eight to ten years for maintenance; and

**WHEREAS**, with the completion of Well #2, Well #1 can now be pulled for maintenance as there is a back-up; and

**WHEREAS**, three (3) bids were received at the Winnebago County Highway Department on October 2, 2018 for the above named project; and

**WHEREAS**, two (2) of the bidders did not have the necessary pre-qualifications to do the work while the third bidder was some 54% over the budgeted amount for this project; and

**WHEREAS** it is in the public interest to reject the bids for Well #1 Rehabilitation for the Winnebago County Water District.

**NOW THEREFORE BE IT RESOLVED** that the County Board of the County of Winnebago, Illinois hereby rejects the bids received on October 2, 2018, for the above named project; and

**BE IT FURTHER RESOLVED** that the Resolution shall be in full force and effect immediately upon its adoption: and

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



**Respectfully submitted,  
PUBLIC WORKS COMMITTEE**

**AGREE**

**DISAGREE**

\_\_\_\_\_  
Dave Kelley, Chairman

\_\_\_\_\_  
Dave Kelley, Chairman

\_\_\_\_\_  
Burt Gerl

\_\_\_\_\_  
Burt Gerl

\_\_\_\_\_  
Dave Boomer

\_\_\_\_\_  
Dave Boomer

\_\_\_\_\_  
Dave Tassoni

\_\_\_\_\_  
Dave Tassoni

\_\_\_\_\_  
Jim Webster

\_\_\_\_\_  
Jim Webster

The above and foregoing Resolution was adopted by the County Board of the County of Winnebago, Illinois this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

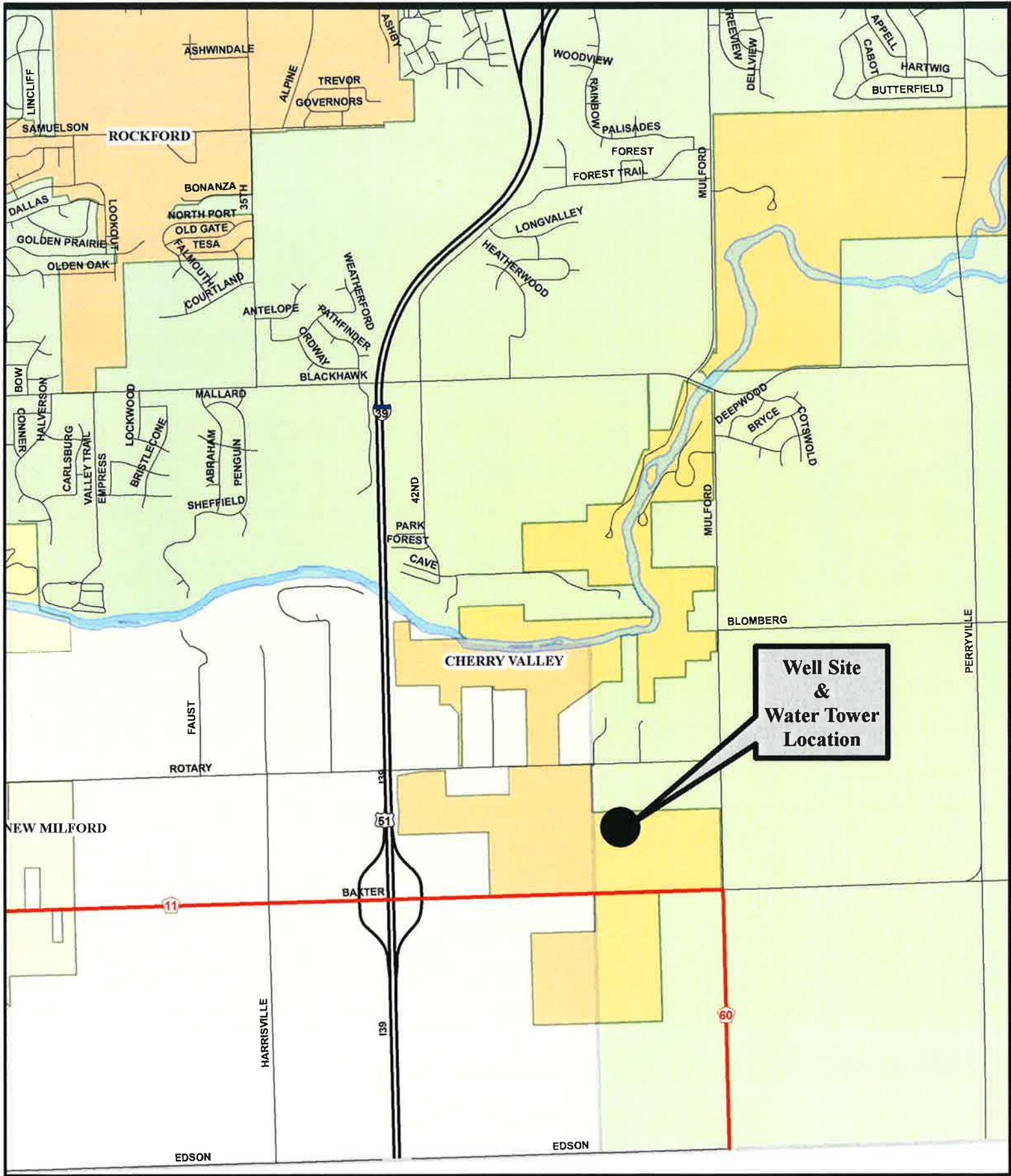
\_\_\_\_\_  
Frank Haney, Chairman of the  
County Board of the  
County of Winnebago, Illinois

ATTEST:

\_\_\_\_\_  
Tiana McCall, Clerk of the  
County Board of the  
County of Winnebago, Illinois



# BAXTER ROAD AREA WATER IMPROVEMENT



# **PUBLIC SAFETY COMMITTEE**

Sponsored by: Dave Fiduccia, Chairman

COUNTY BOARD MEETING  
October 11, 2018

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

Submitted by: Public Safety Committee

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**RESOLUTION AUTHORIZING THE CHAIRMAN OF THE COUNTY BOARD TO  
EXECUTE AN INTERGOVERNMENTAL AGREEMENT FOR THE OPERATION AND  
FUNDING OF AN INTEGRATED RECORDS MANAGEMENT SYSTEM (RMS)**

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**THIS AGREEMENT** made this \_\_\_\_\_ day of October, 2018 by and between the County of Winnebago, a body politic and corporate, (hereinafter referred to as the "County"), the City of Rockford, a municipal corporation. (hereinafter referred to as the "City");

**WHEREAS**, the CITY is a duly organized body politic created under the provisions of the laws of the State of Illinois. The CITY is now operating under and pursuant to the provisions of the Illinois Municipal Code, as amended (65 ILCS 5/1-1-1 *et seq.*; the "Municipal Code"), is a "unit of local government" as defined in Article 7, Section 1 of the Constitution of the State of Illinois, and is a "public agency" as defined in Section 2 of the Intergovernmental Cooperation Act (5 ILCS 220/1 *et seq.*).

**WHEREAS**, the COUNTY is a duly organized body politic created under the provisions of the laws of the State of Illinois. The COUNTY is now operating under and pursuant to the provisions of the Illinois Counties Code (55 ILCS 5/1-1001 *et seq.*; the "Counties Code"), is a "unit of local government" as defined in Article 7, Section 1 of the Constitution of the State of Illinois, and is a "public agency" as defined in Section 2 of the Intergovernmental Cooperation Act.

**WHEREAS**, Article 7, Section 10(a) of the Constitution of the State of Illinois authorizes units of local government and school districts to contract or otherwise associate among themselves to obtain or share services and to exercise, combine or transfer any power or function, in any manner not prohibited by law or by ordinance.

**WHEREAS**, Article VII, Section 10(a) of the Constitution of the State of Illinois further provides that units of local government may use their credit; revenues, and other resources to pay costs and to service debt related to intergovernmental activities; and

**WHEREAS**, Section 3 of the Intergovernmental Cooperation Act provides that "[a]ny power or powers, privileges, functions or authority exercised or which may be exercised by a

public agency of this State may be exercised, combined, transferred and enjoyed jointly with any other public agency of this State...”

**WHEREAS**, Section 5 of the Intergovernmental Cooperation Act provides that “[a]ny one or more public agencies may contract with any one or more other public agencies to perform any governmental services, activity or undertaking or to combine, transfer, or exercise any powers, functions, privileges, or authority which any of the public agencies entering into the contract is authorized by law to perform, provided that such contract shall be approved by the governing bodies of each party to the contract and except where specifically and expressly prohibited by law. Such contract shall set forth fully the purposes, powers, rights, objectives and responsibilities of the contracting parties.”

**WHEREAS**, the parties are entering into this Agreement pursuant to and in accordance with the aforementioned Constitutional and statutory authorities; and

**WHEREAS**, the parties desire to implement an integrated shared Records Management System (RMS).

**WHEREAS**, the parties collaboratively selected and agreed upon the RMS vendor.

**WHEREAS**, the City has made a best faith effort to estimate total project costs based on current knowledge of project scope and unit costs provided by selected vendors, and the County’s allocation of the total project costs.

**WHEREAS**, the County wishes to implement the following:

- Records Management (41 licenses)
- Field Based Reporting (32 licenses)
- Evidence
- Evidence barcoding hardware and supplies
- NCIC/State Interface
- CrimeView Advanced Reports and Dashboard
- Easy Street Draw

**WHEREAS**, the County may elect to utilize the following modules at an optional cost:

- FieldOps
- Citizen Reporting

**WHEREAS**, beyond the TriTech included “Data Conversion Light” for RMS and The Beast, the County may elect to convert other RMS data from existing Motorola RMS system and other police applications to the new RMS system at additional cost;

**WHEREAS** the City will lead the project implementation with support from the County.

**WHEREAS** FBI UCR Program will transition to a NIBRS-only data collection by January 1, 2021.

**NOW, THEREFORE**, in consideration of the mutual covenants and undertakings set forth in this Agreement, the parties agree as follows:

**I. RECITALS.**

The above Recitals are incorporated in this Agreement by this reference and made part of this Agreement.

**II. CITY OBLIGATIONS:**

- A. The City of Rockford will be lead Project Manager for the CAD/RMS project. As such, the City has responsibility and authority for managing the project schedule, scope, cost, and quality.
- B. The City of Rockford agrees to finance the full CAD/RMS project for ETSB and all participating LEAs, provided all agencies sign agency-specific IGA and agree to payment amounts and payment schedules.
- C. The City of Rockford will invoice the County for its share of the project (Schedule A).
- D. The City of Rockford will procure through its Central Services Division the supporting infrastructure hardware and software for primary and Disaster Recovery (DR) sites, including:
  - 1. Servers
  - 2. Storage
  - 3. Network
  - 4. Server operating systems
  - 5. Virtualization Software
  - 6. Database Software
  - 7. Backup system
- E. The City of Rockford will install and configure project-specific server infrastructure.
- F. The City will adjust the County's cost allocation based on the documented actual final cost of the project.
- G. The City will pay County for implementing interfaces in Section III, Paragraph B at a rate of \$69 / hr.
- H. The City will pay County for maintaining interfaces in Section III, Paragraph B at a rate of \$69 / hr.

**III. COUNTY OBLIGATIONS:**

- A. Winnebago County will assign qualified personnel to the project to assist in technical decisions and implementation support.

- B. Winnebago County will be responsible for implementing and maintaining the following system interfaces in collaboration with vendor. The County will track and invoice actual hours for this work.
  - 1. digiTICKET e-citation Interface
  - 2. Justice Systems Full Case Interface
  - 3. Justice Systems Import Disposition Information
  - 4. Justice Systems Import Warrant Information
  - 5. OffendorTrak Mugshot System Interface
  - 6. RMS Accident XML Export to Shared Folder
  - 7. RMS Light Conversion (Active Cases, Warrants, Protective Orders)
- C. Winnebago County is responsible for training and support of WCSO staff. Vendor will utilize a “train the trainer” model.
- D. Winnebago County agrees to implement RMS system as a NIBRS-only UCR system.
- E. Winnebago County is responsible for all endpoint hardware required to run the system and provide location information to the PSAP including, but not limited to, PCs, in-squad computers, wireless service, GPS hardware, printers, and VPN software.
- F. Winnebago County agrees to pay its project cost allocation (Schedule A).

#### IV. CLAIMS

In the event of a claim, loss, or damage to persons or property arising of the activities of the parties, their representatives, elected and appointed officials, agents, employees or contractors pursuant to this Agreement, each of the parties hereto shall fully indemnify and hold the other party, their representatives, elected and appointed officials, agents, employees or contractors harmless from said claim, loss, or damage occurring by reason of the negligent act(s) or omission(s) or willful misconduct of the indemnifying party, its representatives, elected and appointed officials, agents, employees or contractors. No party, nor its representatives, elected and appointed officials, agents, employees or contractors shall be responsible for any claim, loss, damage or liability occurring by reason of the negligent act(s) or omission(s) or willful misconduct of the other party hereto, their representatives, elected and appointed officials, agents, employees or contractors under or in connection with or arising out of any work, authority or jurisdiction delegated to such other party under this Agreement.

#### V. OBLIGATIONS OF THE CITY AND COUNTY

The County and City shall each take appropriate action, by adoption and passage of the requisite resolutions and ordinances or otherwise to fully implement each and all provisions of this Agreement.

#### VI. TERM, ANNUAL EVALUATION AND TERMINATION

The initial term of this agreement shall be 10 years from the date of execution by the parties. On

an annual basis, the parties shall review the provisions of this Agreement. Subject to the conditions in the following paragraphs, either party may terminate this Agreement by providing twelve months written notice to the other party.

If Subscriber wishes to terminate this agreement within the first five years, the balance of the full purchase price as calculated by the City of Rockford will become immediately due and payable to the City of Rockford. Any previously paid annual installments of the purchase will be credited to the full purchase price. In addition, the maintenance cost incurred up to the termination date as calculated by the City of Rockford become immediately due and payable to the City of Rockford. Any previously paid annual installments of the maintenance will be credited to the maintenance price.

If Subscriber wishes to terminate this agreement after the first five years, the maintenance cost incurred up to the termination date as calculated by the City of Rockford become immediately due and payable to the City of Rockford. Any previously paid annual installments of the maintenance will be credited to the maintenance price.

## VII. REPEALER

All resolutions or ordinances or parts of resolutions or ordinances of the parties in conflict herewith shall be and the same are hereby repealed.

## VIII. SEVERABILITY

If any provision of this Agreement is invalid for any reason, such invalidation shall not affect other provisions of this Agreement which can be given effect without the invalid provisions; and, to this end, the provisions of this Agreement are to be severable.



## SCHEDULE A

The City will commence quarterly invoicing twelve months after contract is executed with Vendor (TriTech), estimated to be October, 2018.

The City will provide notice to Winnebago County on the terms of financing as soon as available. The City will not charge any additional interest beyond what is charged through the financing mechanism.

Estimated annual cost schedule (without optional modules or conversion):

Year	1	2	3	4	5	6	7	8	9	10
Purchase	\$115,574	\$115,574	\$115,574	\$115,574	\$115,574					
Maintenance	\$71,359	\$74,927	\$78,673	\$82,607	\$86,737	\$91,074	\$95,628	\$100,409	\$105,430	\$110,701
Hardware Refresh						\$36,598	\$36,598	\$36,598	\$36,598	\$36,598
<b>High Total</b>	<b>\$186,933</b>	<b>\$190,501</b>	<b>\$194,247</b>	<b>\$198,181</b>	<b>\$202,311</b>	<b>\$127,672</b>	<b>\$132,226</b>	<b>\$137,007</b>	<b>\$142,028</b>	<b>\$147,299</b>

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 \_\_\_\_\_ 2018.

ATTESTED BY:

\_\_\_\_\_  
**FRANK HANEY**  
CHAIRMAN OF THE COUNTY BOARD  
OF THE COUNTY OF WINNEBAGO, ILLINOIS

\_\_\_\_\_  
**TIANA J. McCall**  
CLERK OF THE COUNTY BOARD  
OF THE COUNTY OF WINNEBAGO, ILLINOIS

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

Submitted by: Public Safety Committee

2018 CO

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

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**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 fees and charges for the adoption of dogs and cats, for the owner release of dogs and cats, and for reclaiming impounded animals; and

**WHEREAS**, the County of Winnebago has established and maintained an animal shelter for the purposes of holding impounded animals; and

**WHEREAS**, the County of Winnebago recognizes that the costs of holding impounded animals at the shelter can be financially burdensome to the County; and

**WHEREAS**, the County of Winnebago has established the position of Animal Control Administrator as required by the Illinois Animal Control Act, and recognizes that it would be advantageous to grant the Animal Control Administrator flexibility to reduce the number of animals being held at the county shelter; and

**WHEREAS**, it is in the best interests of the people of Winnebago County, Illinois, that the following fee changes be enacted.

**NOW, THEREFORE, BE IT ORDAINED**, by the County Board of the County of Winnebago, Illinois, that Section 14-116 of the Winnebago County Code is hereby amended to read as follows (changes are in bold);

Sec. 14-116, Fee Schedule.

The following fees and charges shall be paid prior to the rendition of services or release of the animal:

	Service	Fee
(1)	Dog Registration:	

- a. If the owner provides evidence that the dog has been spayed or neutered<sup>1</sup>, or the dog is under one year of age, annually... 25.00
  - b. If the dog is fertile, annually... 40.00
  - c. If the owner is in possession of a valid hobby breeder and exhibitor permit, annually... 25.00
  - d. Hobby breeder and exhibitor permit, annually...30.00
- (2) Cat registration:
- a. If the owner provides evidence that the cat has been spayed or neutered<sup>1</sup>, or the cat is under one year of age, annually...20.00
  - b. If the cat is fertile, annually...30.00
  - c. If the owner is in possession of a valid hobby breeder and exhibitor permit, annually...20.00
  - d. Hobby breeder and exhibitor permit, annually...30.00
- (3) Vaccination for reclaimed animals...12.00
- (4) Room and board:
- a. Per day, per dog...<sup>2</sup> 12.00
  - b. Per day, per cat...<sup>2</sup> 8.00
  - c. Per day, per dog quarantined for biting...<sup>2</sup> 20.00
  - d. Per day, per cat quarantined for biting...<sup>2</sup> 15.00
- (5) Biting animals;
- a. Veterinary examination for biter animals... 25.00
  - b. Owner release of biter animals... no charge
- (6) Handling charge for impounded animals:
- a. Animals wearing current registration tags, or having a department-approved identification implant, at the time of impoundment...15.00 for first offense, 50.00 for second offense, and 75.00 for any subsequent offense
  - b. Animals not wearing current registration tags, nor having a department-approved identification implant, at the time of impoundment... 35.00
- (7) Adoption:

- a. Dogs: ~~All dogs...~~ ~~110.00~~  
Dogs up to 4 months old... ~~250.00~~  
Dogs over 4 months old... ~~150.00~~
- b. Cats:  
Cats up to ~~1-year~~ 4 months old... ~~85.00~~ 100.00  
Cats ~~1-year and older~~ over 4 months old... ~~40.00~~ 45.00

All dogs and cats shall be spayed or neutered, registered, vaccinated, and receive preventative health care before adoption.

- c. Exotic:  
Preventative health care... 20.00
- d. Small Mammal:  
Preventative health care... 7.00

(8) Euthanasia per dog or cat at owner's request for low income only<sup>3</sup>:

- a. Cat, brought in to facility... 37.00
- b. Cat, pick up... 55.00
- c. Dog, brought in to facility... 50.00
- d. Dog, pick up... 60.00

(9) Owner release of unwanted animals:

- a. Where the owner is a resident of the county:
  - 1. Per adult dog... ~~25.00~~ 75.00
  - 2. Per adult cat... ~~20.00~~ 50.00
- b. Where the owner is resident of the county, per puppy or kitten under ~~three~~ four months of age... ~~5.00~~ \$50.00
- c. For animals other than dogs or cats brought to the facility... 7.00
- d. For dog, cat or other animal picked up at owner's home in the county, per dog, cat or other animal, in addition to applicable fees in subsections (a), (b), or (c)... 35.00
- e. For each additional puppy or kitten under ~~three~~ four months of age picked up at owner's home in county... 5.00

(10) Disposal of dead animals:

- a. Dogs brought to the facility...25.00
- b. Dogs picked up by officer... 45.00
- c. Cats brought to the facility... 15.00
- d. Cats picked up of officer... 35.00
- (11) Duplicate license fee... 5.00
- (12) Microchip per dog or cat...35.00
- (13) 2nd offense owned running at large fees:
  - a. Spay of dog... 175.00
  - b. Neuter of dog... 145.00
  - c. Additional fine... 25.00
- (14) Low income only<sup>3</sup> spray/neuter voucher... 20.00

The chairman of the county board is authorized to enact a temporary registration fee reduction at his or her discretion, in order to promote compliance with Sections 14-66 and 14-67 of this code, provided a) that any such reduction complies with Section 3 of the Illinois Animal Control Act (510 ILCS 5/3) as now enacted, or hereafter amended, including maintaining a minimum differential of ten dollars (\$10.00) between altered and unaltered animals, with ten dollars (\$10.00) of that differential to be deposited county animal population control fund or in the State's Pet Population Control Fund and b) that any such reduction is enacted to assist low-income pet owners to become in compliance with Sections 14-66 and 14-67 of this code.

The animal services administrator, is authorized to modify adoption fees set forth in subsection (7) above, and room and board fees set forth in subsection (4) above, and handling charge fees set forth in subsection (6) above, to promote the reduction in the number of animals being held at the county shelter. The animal services administrator shall provide a report to the county administrator each month which sets forth the fees that have been modified, or waived in each subsection above, including the total values of modifications and waivers in each subsection.

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<sup>1</sup> Acceptable evidence of alteration consists of certification by the veterinarian performing the alteration procedure or a notarized statement made by the seller of the animal indicating that it had been spayed or neutered while in his/her possession.

<sup>2</sup> For any part of a day that the animal is in the custody of the shelter.

<sup>3</sup> Low income only follows established WIC guidelines.

**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 \_\_\_\_\_, 2018.

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

ATTEST:

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Tiana McCall, 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 adoption, owner release, and owner reclaim fees, and recommends its adoption.

Respectfully submitted,  
Public Safety Committee

Respectfully submitted,  
Public Safety Committee

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Dave Fiduccia, Chairperson

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Dave Fiduccia, Chairperson

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Aaron Booker

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Aaron Booker

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Dorothy Redd

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Dorothy Redd

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Fred Wescott

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Fred Wescott

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Eli Nicolosi

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Eli Nicolosi

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Dan Fellars

**(TO ADOPT)**

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Dan Fellars

**(NOT TO ADOPT)**

Dated this \_\_\_\_<sup>th</sup> day of October, 2018.