



WINNEBAGO COUNTY

— ILLINOIS —

REVISED AGENDA

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

Thursday, November 8, 2018
6:00 p.m.

1. Call to Order Chairman Frank Haney
2. Agenda Updates Chairman Frank Haney
3. Roll Call Clerk Tiana McCall
4. Invocation Cory A. Whitford, Riverside Community Church
5. Awards, Proclamations, Presentations, Public Hearings, and Public Participation
 - A. Awards – None
 - B. Special Recognition – Board Member
 - C. Proclamations – None
 - D. Presentations – Alan Zais, Executive Director, Winnebago County Housing Authority
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 or (815) 319-4225 for guidelines.
7. Meeting Minutes Clerk Tiana McCall
 - A. Approval of October 11, 2018 minutes
 - B. Layover of October 25, 2018 minutes
8. Announcements & Communications Clerk Tiana McCall
 - A. Correspondence (see packet)
9. Board Member Correspondence Board Members
10. Chairman's Report Chairman Frank Haney
11. County Administrator's Report.....Administrator Carla Paschal

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

13. Standing Committee Reports Chairman Frank Haney

- A. Finance Committee **Ted Biondo, Committee Chairman**
1. Committee Report
 2. Consideration of an ordinance amending the ordinance adopted by the County Board on October 25, 2018, increasing the maximum par amount of the County's proposed Taxable General Obligation Bonds (Alternate Revenue Source), Series 2018, to be issued to fund all or a portion of the County's unfunded Illinois Municipal Retirement Fund (IMRF) liability, from \$17,000,000 to \$32,000,000, and making other related changes
 3. Budget Amendment – 2018-039 Kids Place Budget Transfer to be Laid Over
 4. Budget Amendment – 2018-040 Center of Excellence Final Costs to be Laid Over
 5. Budget Amendment – 2019-006 Canine Costs Laid Over From the October 25, 2018 meeting
 6. Budget Amendment – 2019-008 Administrative Secretary Replacement – Sheriff Laid Over From the October 25, 2018 meeting
- B. Zoning Committee **Jim Webster, Committee Chairman**
- Planning and/or Zoning Requests:
1. Z-14-18 A Map Amendment to Rezone +/- 46.611 Acres from the AG, Agricultural Priority District to the A2, Agricultural-Related Business District for property that is located approximately 1,700 feet south of Latham Road on the west side of Rockton Avenue in Owen Township, District 5.
 2. Z-16-18 A Map Amendment to Rezone +/- 1.78 Acres from the AG, Agricultural Priority District to the CC, Community Commercial District for property that is commonly known as 2585 Yale Bridge Road, South Beloit, IL 61080 in Rockton Township, District 2.
 3. An Ordinance Amending the Unified Development Ordinance (UDO) with regard to Retreat Centers (aka TA-01-18), Countywide.
 4. Committee Report
- C. Economic Development Committee..... **Fred Wescott, Committee Chairman**
1. Committee Report
 2. Resolution Authorizing Execution of Intergovernmental Agreement with the Rockford Park District for Tax Abatement for Magic Waters Leasehold
 3. Resolution for Infrastructure Contribution for the I-90 and Riverside Blvd. area to the City of Loves Park using Host Fees
- D. Operations & Administrative Committee **Gary Jury, Committee Chairman**
1. Committee Report

2. An Ordinance Creating a Section of Chapter 62 of the County Code of Ordinances (Cell Phone Policy) Laid Over From the October 25, 2018 meeting
3. Resolution Awarding Pharmaceutical Services at River Bluff Nursing Home
4. Resolution Authorizing the Execution of a Renewal Agreement with Sun Life Financial for Stop Loss Specific and Aggregate Coverage on the Self-Insured Co-Pay/POS, PPO and HDHP Medical Plans
5. An Ordinance Amending Sections of Chapter 62 of the County Code of Ordinances (Surplus Property Disposal Policy) to be Laid Over
6. An Ordinance Amending Sections of Chapter 62 of the County Code of Ordinances (Vehicle Policy) to be Laid Over
7. An Ordinance Amending Chapter 50 of the Winnebago County Code (County Food Code) to be Laid Over

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

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

14. Unfinished Business..... Chairman Frank Haney

15. New Business..... Chairman Frank Haney

A. Appointment of Tom Hodges to Supervisor of Assessments (1st reading)

B. Board Appointment(s)

1. Northwest Fire Protection District: Matt Lawrence – (Filling Phillip Timm’s vacant spot), Cherry Valley, IL 61016, November 2018 – April 2021

16. Adjournment Chairman Frank Haney

Next Meeting: Tuesday, November 20, 2018

ANNOUNCEMENTS & COMMUNICATIONS



WINNEBAGO COUNTY

— ILLINOIS —

Announcements & Communications

Date: November 8, 2018

Item: Correspondence to the Board

Prepared by: County Clerk Tiana McCall

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. 2015 / Tuesday, October 23, 2018 / Notices
 - b. Pre-Application Meeting with Exelon Generation Company, LLC (Exelon)
 - c. Braidwood 1 & 2 – Issuance of Amendments Nos 198, 198, 204, and 2014, Respectively, Regarding Adoption of Title 10 of the Code of Federal Regulations Section 50.69, “Risk-Informed Categorization and Treatment of Structures, Structures, Systems and Components for Nuclear Power Reactors” (CAC Nos. MG0201, MG0202, MG0203, and MG0204; EPID L-2017-LLA-0285)
 - d. Braidwood Station, Units 1 and 2; Byron Station, Unit Nos. 1 and 2; Clinton Power Station, Unit No. 1; Dresden Nuclear Power Station, Units 2 and 3; James A. Fitzpatrick Nuclear Power Plant; LaSalle County Station, Units 1 and 2; Limerick Generating Station, Units 1 and 2; Nine Mile Point Nuclear Station No. 1; Peach Bottom Atomic Power Station, Units 2 and 3; Quad Cities Nuclear Power Station, Units 1 and 2; and R.E. Ginna Nuclear Power Plant
 - e. Byron Station, Units 1 and 2 – NRC Integrated Inspection Report 05000454/2018003 and 05000455/2018003
 - f. Federal Register / Vol. 83, No. 215 / Tuesday, November 6, 2018 / Notices



WINNEBAGO COUNTY

— ILLINOIS —

2. County Clerk McCall received from Comcast a letter regarding a Channel Addition in our Community.
3. 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
4. County Clerk McCall received from the Illinois Environmental Protection Agency a Notice of Application for Permit to Manage Waste – Description of Project: Application providing an evaluation of groundwater quality for well G51S in accordance with Condition VII.27 of Permit Modification No. 90.
5. County Clerk McCall received from Theresa Grennan, Chief Deputy Winnebago County Treasurer the Investment Report for November 2018.
6. County Clerk McCall received from Nancy McPherson, Winnebago Recorder the Monthly Report for October, 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
4 different organizations for 4 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
29892	1	AMERICAN LEGION RIDERS POST #332	11/12/2018-02/09/2019	\$1,000.00
29893	1	THE ELEMENT ROCKFORD	11/09/2018-11/09/2018	\$4,999.00
29894	1	WINNEBAGO-BOONE FARM BUREAU	11/09/2018-03/19/2019	\$1,600.00
29895	1	WINNEBAGO PRESCHOOL	11/09/2018-12/08/2018	\$1,500.00

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

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

The Following Have Requested A Class D, E, & F Limited Annual License				
LICENSE #	# OF RAFFLES	NAME OF ORGANIZATION	LICENSE DATES	AMOUNT

This concludes my report.

Deputy Clerk Kayla Hilliard

TIANA J. MCCALL
Winnebago County Clerk

Date 8-Nov-18

FINANCE COMMITTEE

MINUTES of a regular public meeting of the County Board of The County of Winnebago, Illinois, held in the County Board Room located in the Winnebago County Courthouse, 400 West State Street, Rockford, Illinois, in said County at 6:00 o'clock P.M., on the 8th day of November, 2018.

* * *

The Chairman called the meeting to order and directed the County Clerk to call the roll.

Upon the roll being called, Frank Haney, the Chairman, and the following County Board Members were physically present at said location: _____

The following County Board Members were absent and did not participate in the meeting in any manner or to any extent whatsoever: _____

The Chairman announced that the next item for consideration would be consideration of an ordinance amending the ordinance adopted by the County Board on the 25th day of October, 2018, increasing the maximum par amount of the County’s proposed Taxable General Obligation Bonds (Alternate Revenue Source), Series 2018, to be issued to fund all or a portion of the County’s unfunded Illinois Municipal Retirement Fund (IMRF) liability, from \$17,000,000 to \$32,000,000, and making other related changes.

Whereupon County Board Member _____ presented and the County Clerk read by title an ordinance as follows, copies of which were available to everyone in attendance at said meeting who requested a copy:

ORDINANCE NO. _____

AN ORDINANCE amending an ordinance adopted by the County Board of The County of Winnebago, Illinois, on the 25th day of October, 2018, increasing the maximum par amount of the Taxable General Obligation Bonds (Alternate Revenue Source), Series 2018, of the County, to be issued to fund all or a portion of the unfunded Illinois Municipal Retirement Fund (IMRF) liability of said County, from \$17,000,000 to \$32,000,000, and making other related changes.

* * *

WHEREAS, The County of Winnebago, Illinois (the “*County*”), is a duly organized and existing unit of local government created and existing under the provisions of the laws of the State of Illinois, and is now operating under the provisions of the Counties Code of the State of Illinois, as amended; and

WHEREAS, the County Board of the County (the “*Board*”), on the 25th day of October, 2018, adopted an ordinance entitled:

AN ORDINANCE providing for the issue of not to exceed \$17,000,000 Taxable General Obligation Bonds (Alternate Revenue Source), Series 2018, of The County of Winnebago, Illinois, for the purpose of funding all or a portion of the unfunded Illinois Municipal Retirement Fund (IMRF) liability of said County, including prepayment of, and providing a budget stabilization fund for, such liability, the pledge of certain revenues to the payment of principal and interest on said bonds and the levy of a direct annual tax sufficient to pay such principal and interest if the pledged revenues are insufficient to make such payment and the sale of said bonds to Robert W. Baird & Co. Incorporated.

(the “*Bond Ordinance*”); and

WHEREAS, the Bond Ordinance authorizes the issue of Taxable General Obligation Bonds (Alternate Revenue Source), Series 2018, of the County (the “*Bonds*”), to pay all or a portion of the County’s unfunded Illinois Municipal Retirement Fund (IMRF) liability (the “*Liability*”), including prepayment of, and providing a budget stabilization fund for, the Liability; and

WHEREAS, the payment of the Liability, the same being the unfunded actuarial accrued liability of the County to the IMRF (the “UAAL”), constitutes a lawful corporate purpose within the meaning of the Local Government Debt Reform Act of the State of Illinois, as amended; and

WHEREAS, the Board has further determined and does hereby determine that, notwithstanding the preambles of the Bond Ordinance, the estimated UAAL, based on projections prepared by Aon, is not greater than \$32,000,000; and

WHEREAS, in order to pay all or a portion of the UAAL, the Board has further determined and does hereby further determine that, notwithstanding the preambles of the Bond Ordinance, it is necessary and desirable to (i) prepay the portion of the UAAL related to the County’s participation in the IMRF Sheriff’s Law Enforcement Personnel (“SLEP”) Plan (the “SLEP Plan UAAL”), (ii) prepay the portion of the UAAL related to the County’s participation in the IMRF Elected County Official (“ECO”) Plan (the “ECO Plan UAAL”), (iii) prepay the portion of the UAAL related to the County’s participation the IMRF Regular Plan (the “Regular Plan UAAL”) and (iv) fund a budget stabilization fund (the “Budget Stabilization Fund”); and

WHEREAS, the Board has further determined and does hereby further determine that it is necessary and desirable that certain provisions of the Bond Ordinance be amended:

NOW, THEREFORE, Be It Ordained by the County Board of The County of Winnebago, Illinois, as follows:

Section 1. Incorporation of Preambles. The Board hereby finds that all of the recitals contained in the preambles to this Ordinance are full, true and correct and does incorporate them into this Ordinance by this reference.

Section 2. Amendment of Bond Ordinance. The Bond Ordinance is hereby amended as follows:

A. In Section 3 of the Bond Ordinance, (i) the maximum par amount of the Bonds shall be revised to \$35,000,000 from \$17,000,000 and (ii) the maximum par amount of the Bonds due in any year shall be revised to \$2,415,000 from \$1,300,000.

B. In Section 11 of the Bond Ordinance, the Pledged Taxes (as defined in the Bond Ordinance) levied annually in and for each of the years 2019 to 2042, inclusive, shall be revised to \$2,600,000 from \$1,400,000.

C. Section 15 of the Bond Ordinance shall be replaced in its entirety with the following language:

“Section 15. Application of Proceeds. Accrued interest received on the delivery of the Bonds, if any, is hereby appropriated for the purpose of paying first interest due on the Bonds and is hereby ordered deposited into the Bond Fund. The principal proceeds of the Bonds and any premium received on the delivery of the Bonds (collectively, the “Sale Proceeds”) are hereby appropriated to pay the costs of issuance of the Bonds, prepay the SLEP Plan UAAL in an amount set forth in the Bond Notification, prepay the ECO Plan UAAL in an amount set forth in the Bond Notification, prepay the Regular Plan UAAL in an amount set forth in the Bond Notification and fund the Budget Stabilization Fund in an amount set forth in the Bond Notification. Sale Proceeds appropriated to prepay the SLEP Plan UAAL, the ECO Plan UAAL and the Regular Plan UAAL shall be paid to the IMRF on the date of delivery of the Bonds. Sale Proceeds appropriated to fund the Budget Stabilization Fund shall be deposited to a special fund of the County hereby established and designated as the “IMRF Budget Stabilization Fund.” Funds to the credit of the Budget Stabilization Fund shall be used by the County to pay the UAAL in accordance with the provisions of Section 16 hereof. At the time of the issuance of the Bonds, the costs of

issuance of the Bonds may be paid by the Purchaser on behalf of the County from the proceeds of the Bonds.”

Section 3. Filing. A certified copy of this Ordinance shall be filed with the County Clerk and the Bond Registrar (each as defined in the Bond Ordinance); and the County Clerk shall in the future attach a certified copy of this Ordinance to the Bond Ordinance whenever the County Clerk makes available a copy of the Bond Ordinance.

Section 4. Severability. If any section, paragraph or provision of this Ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this Ordinance.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

Section 5. Repeal. All ordinances or parts thereof in conflict herewith be and the same are hereby repealed and this Ordinance shall be in full force and effect forthwith upon its adoption.

PASSED by the County Board of The County of Winnebago, Illinois, this 8th day of November, 2018.

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

ATTEST:

County Clerk of
The County of Winnebago, Illinois

County Board Member _____ moved and County Board Member _____ seconded the motion that said ordinance as presented and read by title be adopted.

After a full discussion thereof, the Chairman directed that the roll be called for a vote upon the motion to adopt said ordinance.

Upon the roll being called, the following County Board Members voted AYE: _____

The following County Board Members voted NAY: _____

Whereupon the Chairman declared the motion carried and said ordinance adopted, approved and signed the same in open meeting and directed the County Clerk to record the same in the records of the County Board of The County of Winnebago, Illinois, which was done.

Other business not pertinent to the adoption of said ordinance was duly transacted at the meeting.

Upon motion duly made, seconded and carried, the meeting was adjourned.

County Clerk of The County of Winnebago,
Illinois

STATE OF ILLINOIS)
) SS
COUNTY OF WINNEBAGO)

CERTIFICATION OF MINUTES

I, the undersigned, do hereby certify that I am the duly qualified and acting County Clerk of The County of Winnebago, Illinois (the "*County*"), and as such official I am the keeper of the records and files of the County Board of the County (the "*Board*").

I do further certify that the foregoing constitutes a full, true and complete transcript of the minutes of the meeting of the Board held on the 8th day of November, 2018, insofar as same relates to the adoption of Ordinance No. ____ entitled:

AN ORDINANCE amending an ordinance adopted by the County Board of The County of Winnebago, Illinois, on the 25th day of October, 2018, increasing the maximum par amount of the Taxable General Obligation Bonds (Alternate Revenue Source), Series 2018, of the County, to be issued to fund all or a portion of the unfunded Illinois Municipal Retirement Fund (IMRF) liability of said County, from \$17,000,000 to \$32,000,000, and making other related changes.

a true, correct and complete copy of which said ordinance as adopted at said meeting appears in the foregoing transcript of the minutes of said meeting.

I do further certify that the deliberations of the Board on the adoption of said ordinance were conducted openly, that the vote on the adoption of said ordinance was taken openly, that said meeting was called and held at a specified time and place convenient to the public, that notice of said meeting was duly given to all of the news media requesting such notice, that an agenda for said meeting was posted at the location where said meeting was held and at the principal office of the Board in advance of the holding of said meeting in accordance with the Open Meetings Act of the State of Illinois, as amended, that at least one copy of said agenda was continuously available for public review in accordance with said Act, that a true, correct and complete copy of said agenda as so posted is attached hereto as *Exhibit A*, that said meeting was called and held in strict compliance with the provisions of said Act, and with the provisions of the Counties Code of the State of Illinois, as amended, and that the Board has complied with all of the provisions of said Act and said Code and with all of the procedural rules of the Board.

IN WITNESS WHEREOF, I hereunto affix my official signature and the seal of the County,
this 8th day of November, 2018.

County Clerk of The County of Winnebago,
Illinois

(SEAL)

STATE OF ILLINOIS)
) SS
COUNTY OF WINNEBAGO)

FILING CERTIFICATE

I, the undersigned, do hereby certify that I am the duly qualified and acting County Clerk of The County of Winnebago, Illinois, and as such official I do further certify that on the ____ day of _____, 2018, there was filed in my office a duly certified copy of Ordinance No. ____ entitled:

AN ORDINANCE amending an ordinance adopted by the County Board of The County of Winnebago, Illinois, on the 25th day of October, 2018, increasing the maximum par amount of the Taxable General Obligation Bonds (Alternate Revenue Source), Series 2018, of the County, to be issued to fund all or a portion of the unfunded Illinois Municipal Retirement Fund (IMRF) liability of said County, from \$17,000,000 to \$32,000,000, and making other related changes.

duly adopted by the County Board of The County of Winnebago, Illinois, on the 8th day of November, 2018, and that the same has been deposited in the official files and records of my office.

IN WITNESS WHEREOF, I hereunto affix my official signature and the seal of said County, this ____ day of _____, 2018.

County Clerk of The County of Winnebago,
Illinois

[SEAL]

2018 Fiscal Year

Finance: November 8, 2018

Lay Over: November 8, 2018

Sponsored by:

**Final Vote: November 15,
2018**

Ted Biondo, Finance Committee Chairman

2018 CO**TO: THE HONORABLE MEMBERS OF THE COUNTY OF WINNEBAGO, ILLINOIS**

The Winnebago County Finance Committee presents the following Ordinance amending the Annual Appropriation Ordinance for the fiscal year ending September 30, 2018 and recommends its adoption.

ORDINANCE

WHEREAS, the Winnebago County Board adopted the "Annual Budget and Appropriation Ordinance" for the fiscal year ending September 30, 2018 at its September 28, 2017 meeting; and,

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

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

2018-039 Kids Place budget transfer

Reason: FY18 expenditures for Child Waiting Room Fund are in excess of FY18 budget. Savings realized within the FY18 Circuit Court budget may be transferred to address the shortfall

Alternative: None

Impact to fiscal year 2019 budget: Operational changes in discussion for FY19

Revenue Source: General Fund

<u>Acct Description</u>	<u>Org</u>	<u>Obj</u>	<u>Pri</u>	
Other Professional Expense	32000	43190		(23,000)
Transfer to Other Funds	32000	49110		23,000
Transfer from Other Funds	41100	39110		(23,000)
Other Professional Expense	41100	43190		23,000
		<u>Total Adjustment:</u>		<u>\$0</u>

(AGREE)

TED BIONDO,
FINANCE CHAIRMAN

GARY JURY

JOE HOFFMAN

BURT GERL

DAVE BOOMER

STEVE SCHULTZ

JAIME SALGADO

KEITH McDONALD

Respectfully Submitted,
FINANCE COMMITTEE
(DISAGREE)

TED BIONDO,
FINANCE CHAIRMAN

GARY JURY

JOE HOFFMAN

BURT GERL

DAVE BOOMER

STEVE SCHULTZ

JAIME SALGADO

KEITH McDONALD

The above and foregoing Ordinance was adopted by the County Board of the County of Winnebago, Illinois this ____ day of _____ 2018.

ATTESTED BY:

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

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

2018
WINNEBAGO COUNTY
 FINANCE COMMITTEE
 REQUEST FOR BUDGET AMENDMENT

DATE SUBMITTED: 31-Oct-18 AMENDMENT NO: 2018-039						
DEPARTMENT: Circuit Court				SUBMITTED BY: Thomas Jakeway		
FUND#:		41100	DEPT. BUDGET NO.			
DEPT CODE	ACCT. NO.	ACCOUNT DESCRIPTION	BEGINNING BUDGET	ADJUSTED BUDGET	INCREASE (DECREASE)	REVISED BUDGET AMOUNT
32000	43190	Other Pro	\$135,000	\$135,000	(\$23,000)	\$112,000
32000	49110	Transfer to Other Funds	\$0	\$0	\$23,000	\$23,000
41100	39110	Transfer From Other Funds	\$0	\$0	(\$23,000)	(\$23,000)
41100	43190	Other Pro	\$113,000	\$113,000	\$23,000	\$136,000
TOTAL ADJUSTMENT:					\$0	\$248,000
Reason budget amendment is required:						
FY18 Expenditures for Child Waiting Room Fund (Kids Place) are in excess of the FY18 budget.						
Savings realized within the FY18 Circuit Court General Fund budget are offered to be transferred						
Child Waiting Room Fund as to address this budget shortfall.						
Impact to fiscal year 2019 budget:						
The above transfer is intended as a one-time gesture to cure an existing budget deficit.						
Kids Place operational changes will need to be determined and implemented for FY19.						
Revenue Source:						
Approval by staff liaison:						

2018 Fiscal Year

Finance: November 8, 2018

Lay Over: November 8, 2018

Sponsored by:

**Final Vote: November 15,
2018**

Ted Biondo, Finance Committee Chairman

2018 CO**TO: THE HONORABLE MEMBERS OF THE COUNTY OF WINNEBAGO, ILLINOIS**

The Winnebago County Finance Committee presents the following Ordinance amending the Annual Appropriation Ordinance for the fiscal year ending September 30, 2018 and recommends its adoption.

ORDINANCE

WHEREAS, the Winnebago County Board adopted the "Annual Budget and Appropriation Ordinance" for the fiscal year ending September 30, 2018 at its September 28, 2017 meeting; and,

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

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

2018-040 Center for Excellence close out**Reason:** Vacation payouts for grant employees, grant funding has ended and does not cover vacation payout**Alternative:** None**Impact to fiscal year 2019 budget:** None**Revenue Source:** General Fund

<u>Acct Description</u>	<u>Org</u>	<u>Obj</u>	<u>Pri</u>	
Transfer from Other Funds	60900	39110	01083	(20,337)
Transfer to Other Funds	32000	49110		20,337
Vacation Payout	60900	41115	01083	20,337
		<u>Total Adjustment:</u>		<u>\$20,337</u>

(AGREE)

TED BIONDO,
FINANCE CHAIRMAN

GARY JURY

JOE HOFFMAN

BURT GERL

DAVE BOOMER

STEVE SCHULTZ

JAIME SALGADO

KEITH McDONALD

Respectfully Submitted,
FINANCE COMMITTEE
(DISAGREE)

TED BIONDO,
FINANCE CHAIRMAN

GARY JURY

JOE HOFFMAN

BURT GERL

DAVE BOOMER

STEVE SCHULTZ

JAIME SALGADO

KEITH McDONALD

The above and foregoing Ordinance was adopted by the County Board of the County of Winnebago, Illinois this ____ day of _____ 2018.

ATTESTED BY:

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

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

2018
WINNEBAGO COUNTY
FINANCE COMMITTEE
REQUEST FOR BUDGET AMENDMENT

DATE SUBMITTED: 10/31/2018 AMENDMENT NO: 2018-040						
DEPARTMENT: SUBMITTED BY:						
FUND#: DEPT. BUDGET NO.						
DEPT CODE	ACCT. NO.	ACCOUNT DESCRIPTION	BEGINNING BUDGET	ADJUSTED BUDGET	INCREASE (DECREASE)	REVISED BUDGET AMOUNT
60900	39110	Transfer In	\$0	\$0	(\$20,337)	(\$20,337)
32000	49110	Transfer Out	\$0	\$0	\$20,337	\$20,337
60900	41115	Vacation Payout	\$0	\$0	\$20,337	\$20,337
TOTAL ADJUSTMENT:					\$ 20,337	\$20,337
Reason budget amendment is required:						
Vacation payouts for grant employees, grant funding ended and does not cover vacation payouts						
Potential alternatives to budget amendment:						
Impact to fiscal year 2020 budget:						
None						
Revenue Source:						
General Fund Fund Balance						
Approval by staff liaison:						

Signature/date

2019 Fiscal Year

Sponsored by:

Ted Biondo, Finance Committee Chairman

Finance: October 22, 2018

Lay Over: October 25, 2018

Final Vote: November 8, 2018**2019 CO****TO: THE HONORABLE MEMBERS OF THE COUNTY OF WINNEBAGO, ILLINOIS**

The Winnebago County Finance Committee presents the following Ordinance amending the Annual Appropriation Ordinance for the fiscal year ending September 30, 2019 and recommends its adoption.

ORDINANCE

WHEREAS, the Winnebago County Board adopted the “Annual Budget and Appropriation Ordinance” for the fiscal year ending September 30, 2019 at its September 27, 2018 meeting; and,

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

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

2019-006 Canine Costs

Reason: Sheriff's Dept received a donation from a private individual who requested that donation be used for the purchase and training of 2 canine units

Alternative: None

Impact to fiscal year 2020 budget: Unknown, the sheriff's office is seeking donations to cover animal costs in FY 20.

Revenue Source: Sheriff Dept Grants

<u>Acct Description</u>	<u>Org</u>	<u>Obj</u>	<u>Pri</u>	
Other Dept Equipment	60200	42290	02055	18,000
Medical	60200	43150	02055	2,000
Training	60200	43942	02055	30,000
Local Operating Grants	60200	32130	02055	(50,000)
		<u>Total Adjustment:</u>		<u>\$0</u>

(AGREE)

TED BIONDO,
FINANCE CHAIRMAN

GARY JURY

JOE HOFFMAN

BURT GERL

DAVE BOOMER

STEVE SCHULTZ

JAIME SALGADO

KEITH McDONALD

Respectfully Submitted,
FINANCE COMMITTEE
(DISAGREE)

TED BIONDO,
FINANCE CHAIRMAN

GARY JURY

JOE HOFFMAN

BURT GERL

DAVE BOOMER

STEVE SCHULTZ

JAIME SALGADO

KEITH McDONALD

The above and foregoing Ordinance was adopted by the County Board of the County of Winnebago, Illinois this ____ day of _____ 2018.

ATTESTED BY:

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

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

2019
WINNEBAGO COUNTY
 FINANCE COMMITTEE
 REQUEST FOR BUDGET AMENDMENT

DATE SUBMITTED:		10/18/2018		AMENDMENT NO: 2019-06			
DEPARTMENT:		SHERIFF		SUBMITTED BY:		GARY CARUANA	
FUND#:		DEPT. BUDGET NO.					
DEPT CODE	ACCT. NO.	PROJECT	ACCOUNT DESCRIPTION	BEGINNING BUDGET	ADJUSTED BUDGET	INCREASE (DECREASE)	REVISED BUDGET AMOUNT
60200	42290	02055	Other Dept. Equipment	\$0		\$18,000	\$18,000
60200	43150	02055	Medical	\$0		\$2,000	\$30,000
60200	43942	02055	Training	\$0		\$30,000	\$30,000
60200	32130	2055	Local Operating Grants	\$0		(\$50,000)	(\$50,000)
TOTAL ADJUSTMENT:						\$0	\$ -
Reason budget amendment is required:							
The Sheriff's Office was given a donation from a private citizen in the amount of \$50,000. The donor's							
request is that the funds be used for two (2) bloodhounds, handler training with room & board and virtual							
training sessions (\$30,000), kennels (\$4,990) and the necessary accessories (\$6,617) for the two K9's.							
The remaining funds (8,393) will be used for food and vet costs.							
Potential alternatives to budget amendment:							
N/A							
Impact to fiscal year 2020 budget:							
The impact to FY 2020 is not known. The sheriff's dept is seeking donations to cover animal care costs							
for FY2020.							
Revenue Source:							
Donation							
Approval by staff liaison:							

2019 Fiscal Year

Finance: October 22, 2018

Lay Over: October 25, 2018

Sponsored by:

Final Vote: November 8, 2018

Ted Biondo, Finance Committee Chairman

2019 CO**TO: THE HONORABLE MEMBERS OF THE COUNTY OF WINNEBAGO, ILLINOIS**

The Winnebago County Finance Committee presents the following Ordinance amending the Annual Appropriation Ordinance for the fiscal year ending September 30, 2019 and recommends its adoption.

ORDINANCE

WHEREAS, the Winnebago County Board adopted the “Annual Budget and Appropriation Ordinance” for the fiscal year ending September 30, 2019 at its September 27, 2018 meeting; and,

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

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

2019-008 Administrative Secretary replacement - Sheriff

Reason: Budget Amendment is necessary to replace position due to hiring freeze. Existing employee in Records/Civil Process Division resigned 10/19/18. Target date for hire is 11/19/18

Alternative: None

Impact to fiscal year 2020 budget: \$25,073

Revenue Source: PSST

<u>Acct Description</u>	<u>Org</u>	<u>Obj</u>	<u>Pri</u>	
Regular Salaries	40116	41110		21,768
Life	40116	41221		30

Total Adjustment: **\$21,798**

(AGREE)

TED BIONDO,
FINANCE CHAIRMAN

GARY JURY

JOE HOFFMAN

BURT GERL

DAVE BOOMER

STEVE SCHULTZ

JAIME SALGADO

KEITH McDONALD

Respectfully Submitted,
FINANCE COMMITTEE
(DISAGREE)

TED BIONDO,
FINANCE CHAIRMAN

GARY JURY

JOE HOFFMAN

BURT GERL

DAVE BOOMER

STEVE SCHULTZ

JAIME SALGADO

KEITH McDONALD

The above and foregoing Ordinance was adopted by the County Board of the County of Winnebago, Illinois this ____ day of _____ 2018.

ATTESTED BY:

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

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

2019
WINNEBAGO COUNTY
 FINANCE COMMITTEE
 REQUEST FOR BUDGET AMENDMENT

DATE SUBMITTED:		10/19/2018		AMENDMENT NO: 2019-008			
DEPARTMENT:		SHERIFF		SUBMITTED BY:		GARY CARUANA	
FUND#:		0101		DEPT. BUDGET NO.		40116	

DEPT CODE	ACCT. NO.	PROJECT	ACCOUNT DESCRIPTION	BEGINNING BUDGET	ADJUSTED BUDGET	INCREASE (DECREASE)	REVISED BUDGET AMOUNT
40116	41110		Regular Salaries	\$2,835,917		\$21,768	\$2,857,685
40116	41221		Life Insurance	\$1,828		\$30	\$1,858
TOTAL ADJUSTMENT:						\$ 21,798	\$ -

Reason budget amendment is required:
 A budget amendment is needed to replace an Administrative Secretary Position in the Records/Civil Process Division. We had an employee resign on 10/19/18 and the position needs to be replaced.
 Target date for hire is 11/19/18.

Potential alternatives to budget amendment:
 N/A

Impact to fiscal year 2020 budget:
 \$25,073

Revenue Source:
 Public Safety Sales Tax fund balance

Approval by staff liaison:

ZONING COMMITTEE

Attachment
ZONING COMMITTEE
OF THE COUNTY BOARD AGENDA
November 8, 2018

B. Zoning Committee.....Jim Webster, Committee Chairman

PLANNING AND/OR ZONING REQUESTS:

TO BE VOTED ON:

1. Z-14-18 A Map Amendment to Rezone +/- 46.611 Acres from the AG, Agricultural Priority District to the A2, Agricultural-Related Business District, requested by Rockton Solar, LLC, Lessee of Site, which is managed by Community Energy Solar, LLC and whom is represented by Ric Ahern, Project Manager, for property that is located approximately 1,700 feet south of Latham Road on the west side of Rockton Avenue in Owen Township.
Part of PIN: 07-22-200-008 C.B. District: 5
Lesa Rating: N/A Consistent W/2030 LRMP – Future Map: YES
ZBA Recommends: DENIAL (2-4)
ZC Recommends: APPROVAL (3-2)
2. Z-16-18 A Map Amendment to Rezone +/- 1.78 Acres from the AG, Agricultural Priority District to the CC, Community Commercial District, requested by Paul Frisella, Property Owner, for property that is commonly known as 2585 Yale Bridge Road, South Beloit, IL 61080 in Rockton Township.
PIN: 03-11-100-002 C.B. District: 2
Lesa Rating: Moderate Consistent W/2030 LRMP – Future Map: NO
ZBA Recommends: APPROVAL (4-2)
ZC Recommends: APPROVAL (3-2)
3. An Ordinance Amending the Unified Development Ordinance (UDO) with regard to Retreat Centers (aka TA-01-18) requested by the Illinois Vipassana Association, represented by Paul Stenzel, Attorney and Tom Green, Attorney.
C.B. District: Countywide
ZBA Recommends: APPROVAL (5-1)
ZC Recommends: APPROVAL (6-0)

TO BE LAID OVER: NONE

-
4. **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 Tuesday, December 11, 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 Tuesday, November 20, 2018, at 5:30 p.m. in Room 303 of the County Administration Building.

ECONOMIC DEVELOPMENT 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
Economic Development Committee

2018 CR

**RESOLUTION AUTHORIZING EXECUTION OF
INTERGOVERNMENTAL AGREEMENT WITH THE
ROCKFORD PARK DISTRICT FOR TAX ABATEMENT
FOR MAGIC WATERS LEASEHOLD**

WHEREAS, Article VII, Section 10(a) of the Constitution of the State of Illinois provides that units of local government may jointly contract or otherwise associate 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; and

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, the Intergovernmental Cooperation Act (5 ILCS 220/1, et seq.) provides that any powers, functions or authority exercised or which may be exercised by a public agency of the State of Illinois may be exercised, combined, transferred, and enjoyed jointly with any other public agency of the State and jointly with any public agency of any other state or of the United States to the extent that laws or such other state or of the United States do not prohibit joint exercise or enjoyment and except where specifically and expressly prohibited by law; and

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

NOW, THEREFORE, BE IT RESOLVED, by the County Board of Winnebago County that the County enter into an Intergovernmental Cooperation Agreement with the Rockford Park District abating the County's share of real estate taxes for the property commonly known as Magic Waters to help induce Six Flags MW, LLC, to lease that property from the Rockford Park District.

BE IT FURTHER RESOLVED, that the Chairman of the County Board of the County of Winnebago is authorized and directed to execute an intergovernmental agreement with the Rockford Park District, a copy of which is attached as to this Resolution Exhibit A.

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

BE IT FURTHER RESOLVED, that the Clerk of the County Board is hereby authorized to prepare and deliver certified copies of this Resolution to the County Clerk and the president of the board of the Rockford Park District.

Respectfully submitted,
FINANCE COMMITTEE and
ECONOMIC DEVELOPMENT
COMMITTEE

AGREE

Ted Biondo, Chairman

Gary Jury

Joe Hoffman

Burt Gerl

Dave Boomer

Steve Schultz

Jaime Salgado

Keith McDonald

DISAGREE

Ted Biondo, Chairman

Gary Jury

Joe Hoffman

Burt Gerl

Dave Boomer

Steve Schultz

Jaime Salgado

Keith McDonald

Fred Wescott, Chairman

Fred Wescott, Chairman

L.C. Wilson

L.C. Wilson

Dorothy Redd

Dorothy Redd

Jean Crosby

Jean Crosby

Dave Fiduccia

Dave Fiduccia

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

INTERGOVERNMENTAL AGREEMENT AMONG
ROCKFORD PARK DISTRICT
AND
ROCKFORD SCHOOL DISTRICT NO. 205
AND
WINNEBAGO COUNTY, ILLINOIS
AND
CERTAIN OTHER UNITS OF LOCAL GOVERNMENT

This Intergovernmental Agreement (Agreement) is entered into by and among the Board of Commissioners of Rockford Park District (the “Park District”), the Board of Education of Rockford School District No. 205, Winnebago and Boone Counties, Illinois (the “School District”), the County Board of Winnebago County, Illinois (the “County”), and those other units of local government that have approved this Agreement and whose signatures are affixed hereto (collectively, the “Parties,” and each, individually, a “Party”). All of the Parties are units of local government organized and existing under the laws of the State of Illinois.

WHEREAS, the Illinois Constitution, Article VII, Section 10 authorizes units of local government to enter into contracts among themselves to cooperatively exercise their powers; and,

WHEREAS, the Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq., allow units of local government to contract with each other to perform any governmental service, activity or undertaking which such entities are authorized by law to perform and to combine, transfer, or exercise any powers, functions, privileges, or authority which any of the units of local government entering into the Agreement is authorized by law to perform; and

WHEREAS, the Park District owns and operates a recreational facility known as “Magic Waters,” on property that is more specifically described on Exhibit A attached hereto and incorporated herein; and

WHEREAS, because Magic Waters is owned and operated by the Park District, it currently is exempt from real estate taxation pursuant to Section 15-105(b) of the Illinois Property Tax Code, 35 ILCS 200/15-105(b) and the Parties are consequently receiving no real estate taxes from the ownership or operation of Magic Waters; and

WHEREAS, the Park District has entered into a lease with Six Flags MW, LLC (“Six Flags”), pursuant to which it has agreed to lease Magic Waters for ten years (with three ten-year

options to renew) in exchange for specified rent and an obligation by Six Flags to make certain investments in Magic Waters during the term (the "Lease"); and

WHEREAS, the Parties acknowledge that the leasehold interest and appurtenances created as a result of the Lease might be subject to the levy of real estate taxes pursuant to Section 9-195 of the Illinois Property Tax Code, 35 ILCS 200/9-195, or otherwise under the laws in effect from time to time; and

WHEREAS, the imposition of real estate taxes would make the leasehold arrangement financially impractical for the Park District and Six Flags; and

WHEREAS, Six Flags has made the agreement to abate taxes described in this Agreement a precondition to the commencement of the Lease; and

WHEREAS, the Parties each have the authority to abate any such real estate taxes for up to ten years pursuant to Section 18-605(a)(7) of the Illinois Property Tax Code, 35 ILCS 200/18-165(a)(7); and

WHEREAS, the Parties recognize that they are currently not receiving any real estate taxes from Magic Waters; that they will not receive any real estate taxes if the Lease cannot be consummated; and that the consummation of the Lease will bring benefit to the community in the form of investments in the Magic Waters facility, greater operational efficiencies, potentially expanded usage, and the ability to cross-market other community assets with the Six Flags brand;

Now, therefore, the Parties agree as follows:

1. Exercise of Powers.

The Parties hereby acknowledge and agree that this Agreement constitutes an exercise of the powers of each Party as granted by the laws of the State of Illinois, and the obligations and undertakings herein set forth are a proper exercise of each Party's authority and is intended to qualify as an intergovernmental cooperation agreement under the Illinois Constitution and Illinois Intergovernmental Cooperation Act.

2. Agreement to Abate.

A. Each of the Parties agrees to fully abate all real estate taxes levied against Six Flag's leasehold estate and appurtenances (i) in Magic Waters as it currently exists and (ii) in any development thereof during the term of the abatement that is either directly related to or necessary for the operation of Magic Waters. Each of the Parties agrees to

fully abate all such real estate taxes until the first to occur of (i) ten (10) years from the Commencement Date of the Lease; or (ii) the termination of the Lease. Each of the Parties will duly adopt an abatement resolution or ordinance abating the real estate taxes as described in this Section 2.

B. For the avoidance of doubt, the portion of any leasehold interest that relates to any commercial or retail developments that are not directly related to or necessary for the operation of Magic Waters and that are constructed on any land that is undeveloped as of the Commencement Date under the Lease is not included within the scope of the real estate taxes being abated pursuant to this Agreement.

3. Transfer of Abatement Authority.

A. Pursuant to Section 5 of the Illinois Intergovernmental Cooperation Act, each of the Parties (other than the Park District) hereby transfers to the Park District Board of Commissioners the authority to extend the abatement described in Section 2 of this Agreement upon its expiration if the Lease (as such may be amended or modified from time to time) is still in effect; provided, however, that the authority transferred hereunder shall not permit any extension that, together with the original abatement described in Section 2, extends (i) beyond the expiration or termination of the Lease; or (ii) longer than the period then permitted by applicable law; or (iii) more than twenty years from the beginning of the original abatement described in Section 2.

B. Notwithstanding the foregoing, nothing in this Agreement shall transfer to the Park District Board of Commissioners any Party's authority to abate any real estate taxes arising from (directly or indirectly through any leasehold interest) any commercial or retail developments that are not directly related to or necessary for the operation of Magic Waters and that are constructed on any land that is undeveloped as of the Commencement Date under the Lease.

4. Effective Date and Term.

A. This Agreement shall become binding and effective as to the Park District, the School District and the County on the date on which the last of them executes the Agreement. Thereafter, the Agreement shall become effective as to each other Party on the date such Party executes the Agreement.

B. The Parties agree and acknowledge that the Park District and Six Flags will rely on this Agreement in entering into the Lease, and consequently this Agreement will not be terminated by any Party until the earlier of (i) twenty years from the

Commencement Date of the Lease (as such term is defined in the Lease); or (ii) the date the Lease expires or is otherwise terminated.

5. Notices.

The effective date of written notice shall be the date of hand delivery or the date such notice is placed in the U.S. Mail addressed as indicated below. If required or permitted to be given, all written notices shall be directed as follows:

School District: Superintendent of Schools
Rockford Public Schools
501 Seventh Street
Rockford, Illinois 61104

Copy to:

General Counsel
Rockford Public Schools
501 Seventh Street
Rockford, Illinois 61104.

Park District: Executive Director
Rockford Park District
401 S. Main Street
Rockford, Illinois 61101

Copy to:

Chief Financial Officer
Rockford Park District
401 S. Main Street
Rockford, Illinois 61101

County: Winnebago County Chairman
404 Elm Street
Rockford, Illinois 61101

Copy to:

Any other Party: The address set forth under such Party's signature block

6. Miscellaneous.

A. This Agreement is binding upon and shall inure to the benefit of the successors of the Parties.

B. This Agreement is not assignable.

C. The invalidity of any provision of this Agreement shall not render invalid any other provision. In the event a court of competent jurisdiction declares, finds, or rules that a provision of this Agreement is invalid or unenforceable, such provision shall be severed and the remaining provisions shall remain in full force and effect.

D. Failure of a Party to insist upon strict and prompt performance of the terms, conditions, covenants and agreements herein contained shall not constitute nor be construed as a waiver or relinquishment of rights to enforce any such term, condition, covenant or agreement and the same shall condition in full force and effect. In the event of a waiver of a breach or default of any term, condition, covenant or agreement, such shall not serve to waive any additional or future breach or default.

E. This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of Illinois.

F. This Agreement contains the entire and integrated agreement of the Parties and shall supersede any prior written or oral agreements or understandings.

G. This Agreement may only be altered or amended in manner specified herein, or by the express written consent and agreement of the parties.

In witness whereof, the parties have executed this Agreement on the dates set forth in their respective signature blocks.

[Rest of Page is Blank; Signatures Appear on Following Page]

ROCKFORD PARK DISTRICT

BOARD OF EDUCATION OF ROCKFORD
SCHOOL DISTRICT NO. 205,
WINNEBAGO AND BOONE COUNTIES,
ILLINOIS

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

WINNEBAGO COUNTY, ILLINOIS

By: _____
Name: _____
Title: _____
Date: _____

[NAME OF TAXING AUTHORITY]

By: _____

Name: _____

Title: _____

Date: _____

Address for Notices:

EXHIBIT A
TO INTERGOVERNMENTAL AGREEMENT

LEGAL DESCRIPTION

[pending completion of survey]

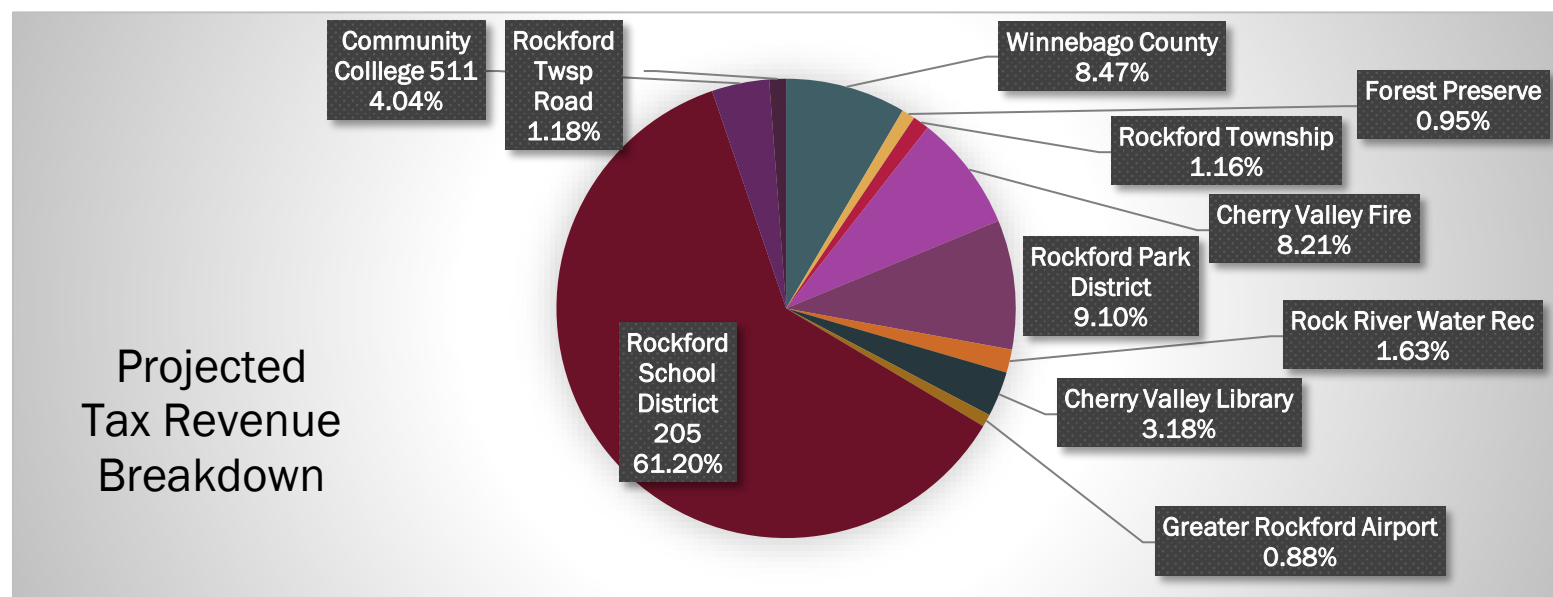


Proposed Estimated Leasehold Valuation for Magic Waters PIN#s 12-35-426-002 & 12-35-276-003

The value for the property comes in at \$1,471,709, which would generate a tax bill (if taxed) of just over \$61,000 per year based on the assessed value of \$490,521 (1/3 of the market value) and the most recent tax rate of 12.4990%.

$\$1,471,709 \text{ market value} \times 0.3333 = \$490,521 \text{ assessed value}$
 $\$490,521 \text{ assessed value} \times 0.124990 \text{ tax rate} = \$61,310.22 \text{ projected revenue}$

Taxing Bodies	Dollar Amount	Percent of Tax Rate	Percent of Total
Winnebago County	\$5,193.15	1.0587%	8.47%
Forest Preserve	\$579.80	0.1182%	0.95%
Rockford Township	\$709.29	0.1446%	1.16%
Cherry Valley Fire	\$5,033.24	1.0261%	8.21%
Rockford Park District	\$5,577.71	1.1371%	9.10%
Rock River Water Rec	\$1,000.66	0.2040%	1.63%
Cherry Valley Library	\$1,949.33	0.3974%	3.18%
Greater Rockford Airport	\$540.55	0.1102%	0.88%
Rockford School District 205	\$37,522.89	7.6496%	61.20%
Community College 511	\$2,478.60	0.5053%	4.04%
Rockford Twsp Road	\$724.99	0.1478%	1.18%
Total	\$61,310.22	12.4990%	100.00%



#	Taxing Body	Taxing Entity
1	Airport	GREATER RKFD AIRPORT
2	CommCollege	COMMUNITY COLLEGE 511
3	County	WINNEBAGO COUNTY
4	City	CHERRY VALLEY VILLAGE
5	ForestDist	FOREST PRESERVE
6	FireDist	CHERRY VALLEY FIRE
7	LibraryDist	CHERRY VALLEY LIBRARY
8	ParkDist	ROCKFORD PARK DISTRICT
9	RoadDist	ROCKFORD TWSP ROAD
10	SanitaryDist	ROCK RIVER WATER REC
11	Township	ROCKFORD TOWNSHIP
12	SchoolDist	ROCKFORD SCHOOL DIST 205

SPONSORED BY: FRED WESCOTT

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

SUBMITTED BY: ECONOMIC DEVELOPMENT COMMITTEE

2018CR_____

RESOLUTION FOR INFRASTRUCTURE CONTRIBUTION
FOR THE I-90 AND RIVERSIDE BLVD. AREA TO THE
CITY OF LOVES PARK USING HOST FEES

WHEREAS, the County Board of the County of Winnebago, Illinois, previously approved an Ordinance Adopting a Host Fee Allocation and Award Policy for the use and allocation of host fee funds for economic development which sets forth categories of investment for these funds; and

WHEREAS, the County Board has determined that host fee funds are to be used for economic development, defined as growth-oriented community investment that benefits Winnebago County citizens and improves economic well-being and quality of life in the County; and

WHEREAS, the four categories of economic development encompassed by this policy are capital development, workforce development, infrastructure, and community development; and

WHEREAS, the County Board has determined that infrastructure improvements essential for commercial development at the I-90 and Riverside Blvd. area in the City of Loves Park would economically benefit Winnebago County as a whole and would be an appropriate expenditure of host fee funds.

NOW THEREFORE BE IT AND IT IS HEREBY RESOLVED, by the County Board of the County of Winnebago, Illinois, that the County of Winnebago allocate host fee funds in the amount of \$140,000 per year for fifteen (15) years, beginning in 2019, to the City of Loves Park to be used solely for infrastructure improvements in the I-90 and Riverside Blvd. area.

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

Respectfully submitted,

ECONOMIC DEVELOPMENT COMMITTEE

FRED WESCOTT, CHAIRMAN

FRED WESCOTT, CHAIRMAN

L.C. WILSON

L.C. WILSON

DOROTHY REDD

DOROTHY REDD

JEAN CROSBY

JEAN CROSBY

DAVE FIDUCCIA

DAVE FIDUCCIA

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

Attested by:

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

OPERATIONS & ADMINISTRATIVE COMMITTEE

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

Submitted by: Operations and Administrative Committee

2018 CR

**AN ORDINANCE AMENDING SECTIONS OF CHAPTER 62
OF THE COUNTY CODE OF ORDINANCES**

WHEREAS, Chapter 62 of the County Code of Ordinances, Article I sets forth various criteria for Personnel;

WHEREAS, the County wishes to amend Sections of Chapter 62, of the County Code of Ordinances.

NOW, THEREFORE, BE IT ORDAINED, by the County Board of the County of Winnebago, Illinois, that Chapter 62, Article I of the County Code of Ordinances be amended as follows:

Sec. 62-26. – Cell phone policy.

(1) Purpose

The purpose of this policy is to set guidelines for the eligibility of Winnebago County employees to use a County issued cell phone or receive reimbursement for the business use of a personal cell phone.

(2) Scope

This policy is designated for cell phones used for Winnebago County business by employees. This policy only pertains to those employees who are eligible to receive cell phone privileges. Not all employees are eligible.

(3) Policy Guidelines

Ownership Options

County Purchased Owned and Operated: County owned cell phones are for business use only. If an employee is eligible for a County issued cell phone, the Elected or Appointed Official shall manage all aspects of ordering and managing the cell phone. Issuance, deletion or support for cell phones shall be accomplished via the Department of Information Technology by opening a ticket for assistance. Contact 815.319.4300 or helpdesk@wincoil.us.

Employee Owned and Winnebago County Reimbursement: A privately owned cell phone may be used for County business for which an employee is reimbursed for the expense. Eligible persons receiving such allowance will be solely responsible for the costs of private ownership, including but not limited to the purchase, activation and replacement of such phones. Any employee who receives a cell phone reimbursement may add extra services, usage, overages, equipment or features at their own expense. Technical support may be obtained from the Department of Information Technology. Contact 815.319.4300 or helpdesk@wincoil.us

Eligibility

It is the responsibility of the Elected or Appointed Official to justify and approve the employee use of a County owned cell phone or a private cell phone used for Winnebago County business. Winnebago County Administration will provide final approval for Appointed Officials.

County Cell Phone: It is incumbent upon Elected and Appointed Officials to ensure that cell phones are provided to only those employees with a demonstrated need. In order for the County to provide and assign a cell phone for an employee's use, one or all of the following criteria must be met.

- The employee must be in a position where the majority of that employee's time is spent out of the office during their normal work day.
- Use of a cell phone must be essential for the conduct of the employee's work.
- The employee is subject to being contacted for urgent / emergency purposes.
- Employees whose duties and responsibilities require them to maintain voice contact with the County while away from the office or to be accessible outside of normal working hours may be eligible to apply for a cell phone or cell phone

reimbursement. Employees whose duties require continual data access in addition to cell phone service while away from the office or outside normal working hours may be eligible to apply for a data phone or data phone reimbursement. Cell phones should not be issued to staff who have job functions which do not require them to leave the office on a regular basis or employees who are not required to be regularly reachable outside of business hours. In order to qualify for an issued cellular phone or reimbursement, it must be determined that having a phone is an essential part of the employee's job function.

If approved for a County issued phone, the Appointed or Elected Official will open a ticket with the Department of Information Technology providing the employee, type of phone and usage plan desired. Contact: 815.319.4300 or helpdesk@wincoil.us.

- Approved cell phone users may connect to Winnebago County networks for email, files and other authorized resources.
- The Elected or Appointed Official is responsible to contact The Department of Information Technology when cell phone use is to be terminated.
- The Elected or Appointed Official and / or the employee is responsible to contact The Department of Information Technology immediately upon knowing a cell phone is lost, stolen or broken.
- The occasional personal use of a County owned cell phone is allowed, however, it will be the responsibility of the appropriate Elected or Appointed Official to determine whether or not an employee is using the phone more than occasionally. If it is determined an employee has abused their privileges of using a county issued phone, the employee may be subject to disciplinary measures, including but not limited to having all cell phone privileges revoked.

Personal Cell Phone Reimbursement: Employees who require frequent use of a cell phone to conduct County business can request to have their personal cell phone used for County business. Under the direction and approval of the Elected or Appointed Official an allowance can be made to an employee for business use. (See Section 3.3)

- This policy intends to cover the cost for business use of a personal cell phone.
- An allowance will be issued in lieu of a County issued cell phone.
- Not all employees will be eligible.

If approved for personal cell phone reimbursement, the Appointed or Elected Official will open a ticket with the Department of Information Technology providing the employee with appropriate technical support. Contact: 815.319.4300 or helpdesk@wincoil.us.

- Approved cell phone users may connect to Winnebago County networks for email, files and other authorized resources.
- Allowance amounts will be set annually by the County Board (or his/her designee). (See Section 3.3)
- All cell phone reimbursements will be paid, retrospectively, on a quarterly basis.
- Submission of reimbursement will use the County expense report process.
- Terminations / changes of the reimbursement will become effective the first full month.
- MiFi, modems and hotspots are excluded from personal cell phone reimbursement.

Department Cell Phone Responsibilities

It is the responsibility of the Elected or Appointed Official to choose the appropriate contact within their organization for all involvement with cell Phone related issues. This may include but is not limited to:

- Tracking and monitoring cell phone usage to ensure that the cell phones are being used appropriately and that the appropriate service plan is being utilized.
- Training employees on cell phone setup.
- Ensuring cell phone privileges are not being abused.
- Reviewing personal cell phone use on Winnebago County issued cell phones.
- The Department of Information Technology ticketing system will be the method to request any issuance, deletion or support for cell phones.
- Winnebago County Administration will from time to time review compliance of the Elected and Appointed Officials responsibilities outlined in this policy.

Cell Phone Security Requirement

The Elected or Appointed Official, along with the County employee using a cell phone for county business, shall ensure that appropriate security / safety steps are taken. These steps include, but are not limited to:

- Activate an access code or biometrics feature of the cell phone for authentication purposes.
- Use the software features associated with the cell phone for missing cell phone (locate, scream, message lost cell phone, theft alerts (auto emails where cell phone is located)).
- Do not share the cell phone with unauthorized individuals.
- Any employee who uses a cell phone for County business use shall protect their cell phone against loss, theft, or damage.
- An employee shall report the loss, theft, or misplacement of their cell phone to their immediate supervisor and the Department of Information Technology.
- Any lost or misplaced cell phone shall be wiped immediately.

Compliance with Laws and County Policies: Any person who uses a cell phone for County business shall comply with all local, state, and federal laws including County policies related to such use. Please be advised that municipalities often have their own laws and ordinances that require a hands free phone for use of any cellular phone and have ordinances that do not allow employees to text while driving.

Freedom of Information Act (FOIA): Any person who uses a cell phone for County business will be subject to the most up to date FOIA laws. This includes personal phones, as well as County issued phones. FOIA is subject to content related to government business; the phone in which government business is conducted is of no concern in the law pertaining to FOIA.

Elected and Appointed Officials, and Winnebago County employees should recognize that emails, text messages and other communications that relate to public business might be subject to FOIA even if sent or received via their personal cell phone.

(4) Possible Policy Termination

In the event of changes in technology or vendor cell phone plans, the County Board will have authority to amend proposed allowances. Exceptions to the proposed allowance

amounts will be considered by the County Board who will have authority to approve or deny exception requests.

The allowance section of this policy is intended to provide a cost savings and an easier way to administer County cell phones to eligible employees. If at any time this policy is determined to not be cost effective or if the administration of this policy presents unforeseen problems, the County Board may terminate the allowance sections of this policy or this policy as a whole.

(5) Personal Cell Phone Reimbursement Options

Annually and via resolution, the County Board will review and approve cell phone reimbursements.



WINNEBAGO COUNTY

ILLINOIS

404 Elm Street
Rockford, Illinois 61101

INTERNAL USE ONLY

Cell Phone Policy

Policy Number: CBO 1.300

Version: 1.0 Date: Oct 2018

1.0 Purpose

The purpose of this policy is to set guidelines for the eligibility of Winnebago County employees to use a County issued cell phone or receive reimbursement for the business use of a personal cell phone.

2.0 Scope

This policy is designated for cell phones used for Winnebago County business by employees. This policy only pertains to those employees who are eligible to receive cell phone privileges. Not all employees are eligible.

3.0 Policy

3.1 Guidelines

Ownership Options

County Purchased Owned and Operated: County owned cell phones are for business use only. If an employee is eligible for a County issued cell phone, the Elected or Appointed Official shall manage all aspects of ordering and managing the cell phone. Issuance, deletion or support for cell phones shall be accomplished via the Department of Information Technology by opening a ticket for assistance. Contact 815.319.4300 or helpdesk@wincoil.us.

Employee Owned and Winnebago County Reimbursement: A privately owned cell phone may be used for County business for which an employee is reimbursed for the expense. Eligible persons receiving such allowance will be solely responsible for the costs of private ownership, including but not limited to the purchase, activation and replacement of such phones. Any employee who receives a cell phone reimbursement may add extra services, usage, overages, equipment or features at their own expense. Technical support may be obtained from the Department of Information Technology. Contact 815.319.4300 or helpdesk@wincoil.us

Eligibility

It is the responsibility of the Elected or Appointed Official to justify and approve the employee use of a County owned cell phone or a private cell phone used for Winnebago County business.

County Cell Phone: It is incumbent upon Elected and Appointed Officials to ensure that cell phones are provided to only those employees with a demonstrated need. In order for the County to provide and assign a cell phone for an employee's use, one or all of the following criteria must be met.

- The employee must be in a position where the majority of that employee's time is spent out of the office during their normal work day.
- Use of a cell phone must be essential for the conduct of the employee's work.
- The employee is subject to being contacted for urgent / emergency purposes.

Document Name: Cell Phone Policy

INTERNAL USE ONLY



WINNEBAGO COUNTY

— ILLINOIS —

404 Elm Street
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- All cell phone reimbursements will be paid, retrospectively, on a quarterly basis.
- Submission of reimbursement will use the County expense report process.
- Terminations / changes of the reimbursement will become effective the first full month.
- MiFi, modems and hotspots are excluded from personal cell phone reimbursement.

Department Cell Phone Responsibilities

It is the responsibility of the Elected or Appointed Official to choose the appropriate contact within their organization for all involvement with cell Phone related issues. This may include but is not limited to:

- Tracking and monitoring cell phone usage to ensure that the cell phones are being used appropriately and that the appropriate service plan is being utilized.
- Training employees on cell phone setup.
- Ensuring cell phone privileges are not being abused.
- Reviewing personal cell phone use on Winnebago County issued cell phones.
- The Department of Information Technology ticketing system will be the method to request any issuance, deletion or support for cell phones.

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- Do not share the cell phone with unauthorized individuals.
- Any employee who uses a cell phone for County business use shall protect their cell phone against loss, theft, or damage.
- An employee shall report the loss, theft, or misplacement of their cell phone to their immediate supervisor and the Department of Information Technology.
- Any lost or misplaced cell phone shall be wiped immediately.

Compliance with Laws and County Policies: Any person who uses a cell phone for County business shall comply with all local, state, and federal laws including County policies related to such use. Please be advised that municipalities often have their own laws and ordinances that require a hands free phone for use of any cellular phone and have ordinances that do not allow employees to text while driving.



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Elected and Appointed Officials, and Winnebago County employees should recognize that emails, text messages and other communications that relate to public business might be subject to FOIA even if sent or received via their personal cell phone.

3.2 Possible Policy Termination

In the event of changes in technology or vendor cell phone plans, the County Board will have authority to amend proposed allowances. Exceptions to the proposed allowance amounts will be considered by the County Board who will have authority to approve or deny exception requests.

The allowance section of this policy is intended to provide a cost savings and an easier way to administer County cell phones to eligible employees. If at any time this policy is determined to not be cost effective or if the administration of this policy presents unforeseen problems, the County Board may terminate the allowance sections of this policy or this policy as a whole.

3.3 Personal Cell Phone Reimbursement Options

To be determined by the County Board.



Executive Summary Revised version from 10/4/18

Date: October 18, 2018
To: Operations and Administrative Committee
Prepared by: Purchasing Department
Subject: Pharmaceutical Services Bid #18B-2147

County Code: Winnebago County Purchasing Ordinance

Background:

The current Pharmaceutical Services Contract at River Bluff Nursing Home has been ongoing with Forum Extended Care Services since July 29, 2010.

Prior to that, Nihan and Martin handled Pharmaceutical Services for RBNH. Omnicare acquired Nihan and Martin. From what we understand, RBNH administration was dissatisfied with the services provided by Omnicare. Next, the Administrator contacted Forum in 2010, at which time she signed an agreement with them. That same Forum 2010 Agreement is still in place at RBNH.

Purchasing can find no records of Pharmaceutical Services being formally bid. The Forum rep verified with Purchasing the RBNH original contract dates and rates. Forum provided us with the following contract details and statistics.

Present Forum contract rates are based on the State Medicaid formula as follows:

- Brand-name prescription drugs: WAC + 1% + \$2.40 dispensing fee
- Generic prescription drugs: Lower of MAC or WAC + 1% + \$5.50 dispensing fee

2017 RBNH pharmacy volume and billing:

- Total Prescription Volume (Number of Rxs) 24,600
- Total Dollars Billed to River Bluff \$61,739.00
 - Medicare Part A \$46,280.00 993 Rxs
 - HMO or Contract Insurance \$2,553.00 61 Rxs
 - House Stock/Misc. \$7,330.00
 - IV Therapy \$5,576.00

The Top 25 Medications by Number of Prescriptions in 2017

- | | | | |
|---|----------------------|----|----------------------------|
| 1 | LORazepam 0.5 MG TAB | 14 | CLOPIDOGREL TAB 75MG |
| 2 | FUROSEMIDE TAB 20MG | 15 | methyIPREDNISolone 4MG TAB |
| 3 | traMADol 50 MG TAB | 16 | traZODone 50 MG TAB |

4 ALPRAZolam 0.25 MG TAB
5 ALPRAZolam 0.5 MG TAB
6 OMEPRAZOLE CAP 20MG
7 HYDROcodone/APAP 10-325MG TAB
8 POT CL MICRO TAB 20MEQ ER
9 METOPROL TAR TAB 25MG
10 MORPHINE SUL SOL 100/5ML
11 LYRICA CAP 50MG
12 CARB/LEVO TAB 25-100MG
13 LANTUS INJ 100/ML

17 HYDROcodone/APAP TAB 5-325MG
18 GABAPENTIN CAP 100MG
19 POT CL MICRO TAB 10MEQ ER
20 ESCITALOPRAM TAB 10MG
21 QUetiapine 25 MG TAB
22 CEPHALEXIN CAP 500MG
23 IPRATROPIUM/ ALBUT SOLN
24 metFORMIN 500 MG TAB
25 WARFARIN TAB 3MG

Necessity for New Contract:

After eight years, the County is in need of finding a more relevant Vendor to provide Pharmaceutical Services and staff training. The staff feels that the current Vendor is lacking the necessary technology and educational training that is greatly needed at RBNH.

The Purchasing Department went out for formal bids (18B-2147) in June for Pharmaceutical Services. The bid allowed for an initial two (2) year contract, with the possibility of three (3) one (1) year renewal periods.

There were a total of four bids received, with Rxpert's Pharmacy being the most responsible bidder overall. Rxpert's Pharmacy was determined to be the best possible option because they have the improved technology necessary to help RBNH transition to Electronic Medical Administration Records (EMARS). They will provide, at no cost, the computers that are required for EMARS as well as maintain the IT equipment.

Rxpert's Pharmacy will also provide the advanced education and training necessary for the new and upcoming CMS requirements. Their contract includes training of 4 hours per Nurse's Station per month (4 stations total) which equates to 16 hours/monthly.

18B-2147 BID TAB

VENDORS	FORUM	UVANTA	RXPERTS	OMNICARE
CONSULTANT PHARMACIST FEE PER MONTH/ BASED ON	\$350.00/Flat Rate	\$10.00/Per Occupied Bed	\$5.00/Per Occupied Bed	\$8.25 Per Occupied Bed Per Month For Required Services
CONSULTANT REG. NURSE PER HOUR	Included	\$0.00 For Routine Services; \$75.00 For Non- Routine Services	Included	\$55.00/Hour
IV REGISTERED NURSE PER HOUR	Instruction Included; IV Nursing Services Rates Attached As Page 19A	Fee Is Not Billed Hourly But Billed For Services Performed	Included	\$75.00/Hour

FEE FOR SERVICE BRAND NAME	WAC + 1% + \$2.40 Dispensing Fee	WAC + 1% + \$2.40 Dispensing Fee	WAC + 0% + \$2.40 Dispensing Fee	Rx: WAC + 0% + \$2.40 Dispensing Fee OTC: WAC + 10% + \$1.99 Dispensing Fee
FEE FOR SERVICE GENERIC	IL Medicaid Multi- Source Drug Rate: Lower of MAC or WAC + 1% + \$5.50 Dispensing Fee	The Lower Of WAC Plus 1% Or State Of Illinois Maximum Allowable Cost (SMAC) Plus \$5.50	Lower of MAC or WAC + 1% + \$5.50 Dispensing Fee	Rx: AWP-88.5% + \$3.00 Dispensing Fee OTC: WAC + 10 % + \$1.99 Dispensing Fee
FEE FOR SERVICE IV	Pricing Attached As Page 19B	Fee Is Not Billed Hourly But Billed For Services Performed	BRAND: WAC + 0% +\$2.40 GENERIC: AWP- 50% + \$5.50	See Schedule 3.1 PSA Attached
LIST OF ANY ADDITIONAL CHARGES TO THE FACILITY FROM PHARMACY	<u>Early Pay Discount:</u> 5% For Payment Within 30 Days of Statement Issue Date <u>Optional Service:</u> POS Checks/ Order Reconciliation By A Licensed Nurse: \$25.00/Hour Additional Services Attached As Pages 19C	IV Pump Rental Fee= \$10.00 Per Day Invoices Paid Within 15 Days Of Invoice Date Are Eligible For a 3.5% Prompt Pay Discount. Invoices Paid Within 30 Days Of Invoice Date Are Eligible For A 3% Prompt Pay Discount. Use Of Electronic Invoicing Are Eligible For A 2% Discount.	5% Prompt Pay discount and 2% e- invoice discount.	See Attached Schedule 3.1 PSA and Schedule 3.1 PCA

Recommendation:

The County of Winnebago needs to provide RBNH with the latest in EMARS technology and the much needed staff training. RBNH Administer Sheila Storey recommends the contract for Bid #18B-2147 go to Rxperts Pharmacy.

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 PHARMACEUTICAL SERVICES AT RIVER BLUFF NURSING HOME

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 bids by the County Board; and,

WHEREAS, competitive bids were received by the Purchasing Department on June 26, 2018 for the following;

PHARMACEUTICAL SERVICES 18B-2147

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;

RXPPTS PHARMACY
6227 PARK AVE
MORTON GROVE, IL 60053

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

72537-42260

NOW, THEREFORE, BE IT RESOLVED, the County Board of the County of Winnebago, Illinois that the County Board Chairman is authorized to execute a two (2) year contract, with three (3) one (1) year optional renewal options for services with RXPPTS PHARMACY 6227 PARK AVE, MORTON GROVE, IL 60053, in substantially the same form as that attached hereto as Exhibit A.

BE IT FURTHER RESOLVED, that this Resolution shall be in full force and effective immediately upon its adoption and the Clerk of the County Board is hereby authorized to

prepare and deliver certified copies of this Resolution to the River Bluff Nursing Home Administrator, Director of Purchasing, Finance Director, and County Auditor.

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

Exhibit A for Resolution

PHARMACY CONTRACT

BETWEEN



and

**County of Winnebago
doing business as
River Bluff Nursing Home**

PHARMACY SERVICES AGREEMENT

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PHARMACY SERVICES AGREEMENT

THIS PHARMACY SERVICES AGREEMENT is made and entered into effective as of the TDB in 2018, ("Effective Date") by and between RXPPTS PHARMACY – CHICAGO, LLC, located at 6227 Park Ave., Morton Grove, IL, 60053, ("PHARMACY"), and County of Winnebago doing business as River Bluff Nursing Home (FACILITY), 4401 North Main Street, Rockford, IL 61103.

RECITALS

A. The FACILITY is engaged in the operation of a nursing FACILITY, for which it requires pharmacy services in accordance with applicable local, state and federal laws and regulations.

B. The PHARMACY is qualified, licensed and capable of providing approved drugs, intravenous solutions, biologicals and pharmaceutical supplies as required by the residents of the FACILITY upon order of their physicians and in accordance with accepted professional principles and applicable local, state and federal laws and regulations.

C. The FACILITY desires to utilize the PHARMACY's services, and the PHARMACY is willing to furnish such services as provided herein.

AGREEMENT

In consideration of the mutual covenants contained herein and for the reliance of the parties hereto, the FACILITY and the PHARMACY agree as follows:

1. RESPONSIBILITIES OF THE PHARMACY

1.1 Services: For the benefit of the FACILITY, the PHARMACY will:

- (a) Supply only approved drugs packaged in a modified unit dose system, intravenous solutions, biologicals and supplies in compliance with applicable local, state and federal laws and regulations for residents and the FACILITY;
- (b) Provide each Nursing Station and the office of the Director of Nursing with a Pharmacy Policy and Procedure manual;
- (c) Render all services in accordance with any applicable requirements of local, state and federal laws and regulations, community standards of practice, and the PHARMACY's Policies and Procedures Manual;
- (d) Label all medications in accordance with local, state and federal laws, rules and regulations;
- (e) Provide the FACILITY with a medication administration system, medication carts, treatment carts, fax machines and all accessories for the system, where necessary, for the dedicated use of facilitating the provision of pharmacy services and with the agreement that in the event this Agreement is terminated all such equipment and supplies will immediately be returned to PHARMACY;
- (f) Be responsible for all third party billing for Medicaid, private pay, PDPs and private insurance;
- (g) Maintain drug profiles on each resident in the FACILITY;
- (h) Provide drug information and consultation to the FACILITY's licensed professional staff regarding such drugs, intravenous solutions, biologicals and supplies ordered;
- (i) Provide, maintain and replenish, in a prompt and timely manner, an emergency drug supply kit as approved by the FACILITY's Medical Director and Director of Nursing. Any emergency kits provided will be the property of the PHARMACY as prescribed by law;

(j) Conduct, when requested by the FACILITY Administrator, and as mutually agreed to by the PHARMACY and the FACILITY, quarterly programs for in-service education for subjects related to the pharmaceutical services rendered; said in-service education to be conducted by the pharmacist or his/her designee, during regularly scheduled visits to the FACILITY.

1.2 Delivery Schedule: The PHARMACY agrees to deliver to the FACILITY any prescriptions and supplies twice (2) daily Monday through Sunday, with additional deliveries if emergencies arise, except for circumstances and conditions beyond its control, which will include, but not be limited to, situations where the PHARMACY's manufacturer/supplier is unable to provide the required item and the PHARMACY is unable to provide an acceptable alternative.

1.3 Emergency Drug Service: The PHARMACY will provide any drug, intravenous solution, biological and supply needed on an emergency basis ("STAT delivery") in a prompt and timely manner. In the event the PHARMACY cannot furnish an ordered medication on a prompt and timely basis, the PHARMACY will make arrangements with another pharmacy supplier in a community local to the FACILITY to provide such service(s) to the FACILITY. The PHARMACY will notify the FACILITY of any such arrangement. There will be no delivery charge for STAT deliveries.

1.4 Equipment: The PHARMACY will furnish, at its expense, all equipment necessary for its provision of services under this Agreement. The PHARMACY will, at its expense, be responsible for ongoing maintenance and repairs to the PHARMACY's equipment utilized at the FACILITY, unless the need for such maintenance and repair is due to the FACILITY's abuse of the equipment. In such event, the expense for maintenance and repairs will be borne by the FACILITY. All such equipment shall remain the property of the PHARMACY. The FACILITY will use the equipment furnished by the PHARMACY only for PHARMACY-related business (or pay the PHARMACY the fair market value for any use of equipment for non-PHARMACY-related business), and the FACILITY and the PHARMACY will work together to instruct the FACILITY's personnel to utilize the equipment properly.

2. RESPONSIBILITIES OF THE FACILITY

2.1 Operational: The FACILITY will be responsible for the implementation of the PHARMACY's Policies and Procedures upon the commencement of this Agreement.

2.2 FACILITY Space: In addition, the FACILITY will make available to the PHARMACY adequate working and storage space to allow the PHARMACY to fulfill the services required of PHARMACY under this Agreement, including, but not limited to, adequate space at each nursing station for the storage of medication carts, containers or cards and equipment to be provided by the PHARMACY. The FACILITY and the PHARMACY will work together to instruct the FACILITY's personnel to utilize the equipment properly.

2.3 Ordering: The FACILITY may purchase "house supply" items from the PHARMACY, as allowed by applicable local, state and federal laws and regulations.

2.4 Billing Data and Reimbursement Status: The FACILITY will provide the PHARMACY with the necessary billing data, including, but not limited to, Medicare and Medicaid numbers, resident name, responsible party, billing address, phone number, physician names and any other pertinent data as required by the PHARMACY. This information will be provided at time of admission and as changes occur.

The FACILITY will also notify the PHARMACY as to the status of each resident, using the pharmacy services of the PHARMACY, regarding source of reimbursement for drugs, intravenous solutions, biologicals and supplies. The FACILITY will notify the PHARMACY daily of any changes in resident medication upon receipt of physicians' orders or of changes as a result of room transfer or discharge. The FACILITY will give the PHARMACY reasonable access to all resident records, facilities and supplies necessary for the performance of the PHARMACY's duties under this Agreement, and the PHARMACY will furnish to the FACILITY, upon request, all information relating to the drugs, intravenous solutions, biologicals and supplies furnished to the FACILITY or to FACILITY residents.

The FACILITY will be responsible for obtaining appropriate billing consent signatures with respect to each resident for which the PHARMACY will perform billing, and will, furnish the PHARMACY with a copy.

2.5 Resident Data: The FACILITY retains professional and administrative responsibility for providing resident data hereunder that are timely and that meet applicable professional standards and principles. Such responsibility shall not relieve PHARMACY of any of its obligations under this Agreement.

2.6 Preferred Pharmacy: During the Term, FACILITY shall use PHARMACY for all of its requirements for products and services covered by this Agreement. PHARMACY will be the sole, exclusive and preferred provider of products and services to FACILITY (and FACILITY'S affiliated and future long term care and assisted living facilities) and its and their residents during the Term, subject, however, to applicable laws relating to patient choice. FACILITY will require each resident electing to use a pharmacy other than PHARMACY to specify such election in writing, and the FACILITY will provide a copy of such election to PHARMACY. In addition, FACILITY will require all outside pharmacies which supply services to residents within FACILITY to execute a contract with the FACILITY except to the extent that an individual resident exercising his/her freedom of choice, elects to receive pharmacy services from a non-institutional pharmacy. Notwithstanding anything in this Agreement or any other agreement between FACILITY and PHARMACY to the contrary, PHARMACY shall have no responsibilities for any resident who selects a pharmacy other than PHARMACY. FACILITY shall use its best efforts to support the provision of products and services by PHARMACY at all times.

2.7 Confidentiality: FACILITY shall maintain the confidentiality of all proprietary and confidential information of PHARMACY and shall not use or disclose such information except in the performance of its obligations hereunder or as required by law and shall promptly return such confidential information to PHARMACY upon expiration or termination of this Agreement.

3. BILLING

3.1 Billing: The FACILITY shall perform billing and collection for all drugs, intravenous solutions, biologicals and supplies provided to Medicare Part A and Managed Care residents (and shall itself be responsible for payment of same in accordance with the Medicare prospective payment system, as the same is implemented). The PHARMACY will perform all billing and collection for drugs, intravenous solutions, biologicals and supplies provided to private insurance, private pay or Medicaid residents, and to residents covered by any other governmental reimbursement program, in accordance with applicable laws and regulations, except where the applicable payor pays FACILITY a per diem or other capitated amount which includes payment for items furnished under this Agreement ("Capitated Residents"). The PHARMACY will bill the FACILITY for such items at its contracted rates.

3.2 Third Party Payment:

3.2.1 Government and Commercial Payors and Private Pay Patients: In the event that a patient (a) insured by a Federal health care program or commercial payor and such Pharmacy Services are payable under such Patient's health care plan (and such payment has been verified by Pharmacy) or (b) a private pay Patient (collectively, the "Third Party Charges" together with FACILITY Charges, the "Fees"), the PHARMACY shall, in accordance with all applicable laws and regulations, including billing rules and regulations, bill such Third Party Charges to the appropriate third party payor or Patient, including co-pays as the case may be. Notwithstanding the foregoing, however, where the Patient's health care plan makes payment for Pharmacy Services directly to FACILITY, FACILITY shall be responsible for remitting such payment to PHARMACY in accordance with the terms and conditions hereof.

3.2.2 Medicaid Funding Eligibility, Medicare Part D enrollment, or Service Authorization: The following applies to Patients eligible for Medicare or Medicaid and dual eligible or Medicare eligible Patients with no prescription drug coverage with respect to Pharmacy Services provided hereunder: During a Medicare / Medicaid "pending eligibility" or "service authorization" period, PHARMACY will submit a "no-pay" invoice to the Patient and/or responsible party to keep them informed of the amount due PHARMACY should eligibility or service

authorization not be obtained. During the “pending” period, PHARMACY will continue to submit the “no-pay” invoices and provide Pharmacy Services for up to, but not to exceed ninety (90) days. FACILITY shall be responsible for diligently processing any and all documentation necessary to qualify a Medicaid Patient for Medicaid coverage. FACILITY shall provide PHARMACY with monthly updates on the application status of such Patients. FACILITY agrees to help residents enroll in Medicare Part D plans in a timely manner to avoid unnecessary charges.

3.3 Invoices: The PHARMACY will submit a monthly invoice to the FACILITY for goods and services provided under this Agreement to Medicare residents, Capitated Residents, FACILITY responsible Residents, or to the FACILITY itself. The FACILITY will remit payment in full according to the Illinois Local Government Prompt Payment Act. Payments will be applied to interest and late charge penalties first and then any remainder will be applied to the principal sum. The FACILITY will notify the PHARMACY within thirty (30) days of the billing date of the PHARMACY's invoice indicating any amounts in dispute. In the event of any dispute arising from any claim or bill submitted by the PHARMACY, the PHARMACY will have access to all reasonable and necessary documents and records that would, in the discretion of the PHARMACY, tend to sustain its claim. Further, where the FACILITY is an intermediary in the processing of claims, the FACILITY will promptly furnish to the PHARMACY any information regarding the status of the claim and will grant to any fiscal agency involved the right to discuss the status of the claim with the PHARMACY.

3.3.1 Early Payment: If FACILITY is current in all of its financial obligations to PHARMACY, then FACILITY is entitled to take an early payment discount as per the following schedule. If invoice is paid and PHARMACY receives payment within 15 days of the date of the invoice FACILITY is entitled to a 5% discount. If invoice is paid and PHARMACY receives payment within 30 days of the date of the invoice FACILITY is entitled to a 3% discount.

3.3.2 Electronic Invoice Discount: If FACILITY accesses and downloads the monthly invoices electronically from our website, RXPERSLink, FACILITY is eligible for a 2% discount off of the total Medicare A and Managed Care charges for that billing period.

3.4 Fair Market Value of Goods and Services: The price at which PHARMACY is selling the goods and/or services to FACILITY and/or its residents has been arrived at by an arm's length transaction between PHARMACY and FACILITY and fairly represents the fair market value of such goods and/or services, without a discount of any kind. The said price is above the PHARMACY's costs for the goods and/or services. PHARMACY shall not differentiate in charges for goods and/or services to FACILITY residents, on the basis of the resident's status as a Medicare Part A resident, a Medicare Part B resident, a Medicaid resident, a private pay resident, or a resident with a private insurance carrier paying for the goods and/or services.

4. TERM AND TERMINATION

4.1 Initial and Renewal Terms: The term of this Agreement will commence on TBD 1, 2018 and continue through and include TBD 1, 2020 (“Initial Term”). This Agreement will continue thereafter with three (3) additional one (1) year renewals on anniversary with thirty (30) days notice in writing prior to anniversary date to terminate, or if the Agreement is otherwise terminated in accordance with the terms hereof. In no event shall the term, plus renewals, exceed five (5) years. (The Initial Term and the period of time after the Initial Term through the expiration date shall be collectively referred to herein as the “Term”).

4.2 Termination for Default:

4.2.1 During the Term, if either party (“Defaulting Party”) defaults in the performance of any of its material obligations under this Agreement (“Default”), and such Default is not cured within five (5) days after written notice of such Default from the non-defaulting party to the Defaulting Party, the non-defaulting party shall seek dispute resolution pursuant to Section 5.15; provided, however, except in the case of FACILITY's failure to pay money when due, if the nature of the Default is such that it can reasonably be cured within sixty (60) days, and the Defaulting Party promptly provides written notice thereof to the non-defaulting party, then the Defaulting Party

shall have an additional sixty (60) days to cure the Default, provided the non-defaulting party is not materially adversely affected by the granting of such additional sixty (60) day period. If FACILITY is not current in its payments to PHARMACY, PHARMACY shall have the right, after the five (5) day cure period has passed, to terminate services to residents whose medications are being billed under the Medicare Part A billing code and for all other goods and services billed to the FACILITY with 24 hour notice.

4.2.2 Notwithstanding Section 4.2.1 hereof, with respect to monetary defaults of FACILITY, if FACILITY fails to make any payment to PHARMACY on or before the date due, PHARMACY may (without seeking arbitration) terminate this Agreement, after the five (5) day cure period has passed, either in its entirety or as to the particular products or services for which FACILITY is in default, at PHARMACY's discretion.

4.2.3 PHARMACY may terminate this Agreement either in its entirety or as to the particular products or services for which FACILITY is in default, at PHARMACY's discretion: (a) immediately, if any license, permit or approval required for the operation of FACILITY cannot be obtained or is at any time suspended or revoked; or (b) immediately, in the event of voluntary or involuntary bankruptcy or similar insolvency actions by or against the FACILITY

4.3 Obligations Upon Expiration or Termination: Upon expiration or sooner termination of this Agreement, the FACILITY will return to the PHARMACY, in good working condition, normal wear and tear excepted, all of the PHARMACY's equipment, formulary documents, policies and procedures manuals, forms and any other documents information, etc., belonging to the PHARMACY. The FACILITY will not reproduce or permit the reproduction of the PHARMACY's documents, policies or procedures manuals and forms, nor circulate such to any individual or entity. Termination of this Agreement shall not relieve either party from liability for any breach of this Agreement occurring prior to the effectiveness of such termination. FACILITY shall pay to PHARMACY all amounts due for services and products provided hereunder.

5. MISCELLANEOUS

5.1 Status of Parties: Neither the PHARMACY nor the FACILITY is for any purpose, an agent, partner or employee of the other. This Agreement does not constitute a joint venture between the parties. It is agreed that in performing pharmacy services pursuant to this Agreement, the PHARMACY and its employees will, at all times, be an independent contractor to the FACILITY and its residents.

5.2 Late Charges: If any amount is not paid by the FACILITY when due under this Agreement, the FACILITY shall pay a penalty as set forth in the Illinois Local Government Prompt Payment Act. Either party's failure to request or demand payment of any late charge will not constitute a waiver of that party's right to receive such late charge.

5.3 Force Majeure: If either party fails to perform its obligations hereunder (except for the obligation to pay money) because of strikes, accidents, acts of God, weather conditions, or action or inaction of any government body or other proper authority or other causes beyond its control, then such failure to perform will not be deemed a default hereunder and will be excused without penalty until such time as said party is capable of performing.

5.4 Notices: Notices or communications to be given under this Agreement will be given to the respective parties in writing either by personal delivery or by registered or certified mail, postage prepaid, or by overnight delivery as follows:

To FACILITY:

**County of Winnebago
doing business as
River Bluff Nursing Home**

4401 North Main Street
Rockford, IL 61103
Attn: Administrator

To PHARMACY:

RXPPTS Pharmacy – Chicago, LLC
6227 Park Ave
Morton Grove, IL, 60053
Attn: Dennis Ruben, RPh, President

or at such other addresses and to such other persons as either party may from time to time designate by notice given as herein provided. Such notices or communications will be deemed to have been given three (3) business days after deposit in the United States mail or one (1) business day after delivery to an overnight delivery service.

5.5 Successors and Assignment:

5.5.1 Neither party may assign its rights or obligations under this Agreement without the prior written approval of the other party; provided, however, that such an assignment may be made to a party's wholly-owned or controlled subsidiary or affiliate; and provided, further, however, that either party may assign this Agreement to a purchaser of all or substantially all of the such parties' assets or to a purchaser of all or a majority of such parties' outstanding shares, membership interests, units, partnership interest or other equity interest without the prior written consent of the other party. Any purported assignment contrary to this Section 5.5 shall be void and invalid.

5.5.2 This Agreement shall be binding upon and inure to the benefit of both parties and their assigns. Nothing in this Agreement is intended nor will be deemed to confer any benefits on any third party. Any sale, lease, assignment, delegation or transfer of all or any portion of FACILITY's or PHARMACY's management, operations, facilities, assets, stock (or any equity) or business to any person, corporation or entity, including any company in the business of managing long-term care facilities (each such transaction collectively, a "Transfer" and the other party to the Transfer being the "Transferee"), will not constitute grounds for termination or modification of this Agreement by FACILITY or PHARMACY.

5.6 Civil Rights: The PHARMACY will comply with Title VI of the Civil Rights Act of 1964 and §§ 503-504 of the Rehabilitation Act of 1973 and all requirements imposed by or pursuant to the applicable civil rights regulations of the Department of Health and Human Services. Further, the PHARMACY will provide its pharmacy services equally to the residents residing at the FACILITY as required by the residents, pursuant to the instructions of the attending physician of any resident.

5.7 Governing Law: This Agreement will be construed and governed according to the laws of the state in which the FACILITY is located, without giving effect to any choice of law or conflict of laws provision or rule that would cause the laws of any other jurisdiction to be applied.

5.8 Waiver: Waiver by either party of a breach or violation of any provision of this Agreement will not operate as, or be construed to be, a waiver of any prior, concurrent or subsequent breach. None of the provisions of this Agreement will be considered waived by either party except when such waiver is given in writing.

5.9 Anti-Kickback: The parties wish to be in compliance with the Federal Medicare Anti-Kickback statute, Section 1128B of the Social Security Act (42 U.S.C. §1320x-7b) and the Anti-Vendor Fraud and Kickback Statute 305 ILCS 5/8A-3 (the "Statutes") and wish to be under the protections of any "Safe Harbor" regulations promulgated

there under. In the event that any government agency of competent jurisdiction or a court or other tribunal of competent jurisdiction finds that this Agreement, or any portion thereof, or that any other aspect of the relationship between the parties, violates the Statutes or do not fall within any Safe Harbor regulations promulgated there under, then this Agreement shall be deemed amended to the extent necessary to be in compliance with the Statutes, to the extent necessary to fall within any Safe Harbor regulations promulgated there under, and to the extent necessary to otherwise reflect the present manifest intentions of the parties to this Agreement. The provisions contained in this paragraph shall survive any termination of this Agreement.

5.10 Insurance: PHARMACY agrees to maintain during the term of this Agreement malpractice insurance, necessary to insure PHARMACY, its officers, employees, agents, and independent contractors against any claims for damages arising under this agreement. Prior to commencement of this Agreement and throughout the term hereof, PHARMACY shall provide the FACILITY with written documentation of the existence of such insurance policies. PHARMACY shall also provide thirty (30) days written notice to FACILITY prior to cancellation, modification or termination of any such policy of insurance. PHARMACY also agrees to comply with state requirements relating to worker's compensation.

5.11 Change in Law:

5.11.1 Notwithstanding anything herein to the contrary, in the event that any applicable law, or any interpretation thereof, at any time, is modified, implemented or determined to prohibit or restrict, in any way, the terms of this Agreement or a party's performance, PHARMACY and FACILITY shall negotiate in good faith and amend this Agreement in a manner consistent with such change and the original intent of the parties in entering into this Agreement. If the parties cannot agree on such amendments, the parties shall promptly submit the matter to dispute resolution in accordance with Section 5.15 below.

5.11.2 Notwithstanding anything to the contrary contained in this Agreement, in the event that any applicable law, or any interpretation thereof, at any time, is modified, implemented or determined to change Average Wholesale Price ("AWP") or any other published price, or if AWP or any other published price in this Agreement is no longer reasonably commercially available to be utilized to determine charges hereunder, or if the publisher of AWP or any other such published price changes the basis upon which such prices are calculated or the underlying methodology for determining AWP or any other such published price, then the pricing applicable under this Agreement will be re-established by PHARMACY using other reasonably commercially available published prices so as to maintain substantially the same economics contemplated by the parties hereunder.

5.11.3 Except as provided otherwise in the Pricing and Services Addendum of this Agreement, (i) the parties will not be obligated to adopt remote dispensing or other automated dispensing technology as a result of any legislation unless such obligation is expressly imposed on either party in such legislation and (ii) the party upon whom the obligation is imposed will pay for any such required machinery.

5.12 HIPAA: RXPPTS represents and warrants it will be HIPAA compliant, as required by law and within the time frame(s) required by law. Each party agrees to hold each other harmless and indemnify each other for any breach of HIPAA Regulations.

5.13 Indemnification: Each party agrees to indemnify the other, their affiliates and their respective officers, directors, employees and agents against, and hold the same harmless from all liability, losses, damages, obligations, judgments, claims, causes of action and expenses associated therewith (including settlements, judgments, court costs and attorney fees) arising directly or indirectly out of any act or omission (including but not limited to any neglect, reckless or intentional act or failure to act) or any failure to perform any obligation undertaken in or any covenant made under this agreement. Upon notice, the indemnifying party shall resist and defend at its own expense and by counsel reasonably satisfactory to the other, any such claim or action.

5.14 Access to Records: Pursuant to Paragraph 1395x(v) (I) of Title 42 of the United States Code, until the expiration for four (4) years after each provision of services under this Agreement, the PHARMACY shall make available, upon written request of the Secretary of the United States Department of Health and Human Services or upon request to the Comptroller General of the United States General Accounting Office or any of their duly authorized representatives, a copy of this Agreement and such books, documents, and records as are necessary to certify the nature and extent of the costs incurred under this Agreement.

5.15 Dispute Resolution:

5.15.1 Mediation: It is the intent of the parties to use all reasonable efforts to negotiate and resolve expeditiously any dispute, controversy or claim between them that may arise from time to time. The parties may, by mutual consent, retain a mediator to aid in any attempt to informally and confidentially negotiate resolution of any dispute, controversy or claim although any opinion expressed by a mediator is confidential and strictly advisory and is not binding on the parties, nor is any opinion expressed by the mediator admissible in any arbitration proceedings. Cost of mediation is to be borne equally by the parties involved in the matter, except that each party is responsible for its own expenses, including attorneys' fees. Mediation is not a prerequisite to a demand for arbitration.

5.15.2 Arbitration: Any disputes, controversies or claims arising under or relating to this Agreement (except for (i) injunctive relief due to breach or threatened breach of the confidentiality provisions of this Agreement, (ii) termination by PHARMACY pursuant to Section 4.2.3 above; or (iii) termination by PHARMACY for the non-payment of money due to PHARMACY), must be settled exclusively by binding arbitration, which will be conducted in Chicago, Illinois, unless the parties agree on another venue, in accordance with the American Health Lawyers Association Alternative Dispute Resolution Service Rules of Procedure for Arbitration, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The parties will share equally all administrative charges and arbitrators' fees; however, each party is responsible for its own attorneys' fees and expenses.

5.16 Entire Agreement: This Agreement and the Exhibits hereto set forth the entire understanding and agreement of the parties hereto with respect to the subject matter hereof and supersede any and all prior understandings, negotiations or agreements between the parties hereto, both written and oral, with respect to such subject matter.

IN WITNESS WHEREOF, the signatories hereto represent that they are duly authorized to execute this Agreement on behalf of the party for whom they sign and such party will be bound by this Agreement.

EXECUTED as of the date first written above.

Authorized signer for County of Winnebago doing business as River Bluff Nursing Home

Signature: _____

Printed Name: _____

Date: _____

Authorized signer for RXPPTS PHARMACY

Signature: _____

Printed Name: _____

Date: _____

Exhibit 1

Business Associate Agreement (BAA)

The parties acknowledge that to the extent any services provided under the Pharmacy Agreement by and between RXPPTS Pharmacy – Chicago, LLC and County of Winnebago doing business as River Bluff Nursing Home are deemed to be business associate services and not covered entity services, the provisions of this Business Associate Agreement shall apply and is entered into between the parties and is effective as of the first date **Business Associate** accesses Protected Health Information. This Business Associate Agreement is made a part of and integrated into the Agreement made between the parties and dated November 1, 2018.

PHARMACY intends to protect the privacy and provide for the security of PHI disclosed from FACILITY or its third party administrators and or insurers working with PHARMACY on behalf of FACILITY pursuant to this Agreement in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), the Standards for Privacy of Individually Identifiable Health Information promulgated thereunder by the U.S. Department of Health and Human Services at 45 CFR Part 160 and Part 164 (the "Privacy Rule"), the Standards for the Security of Electronic Protected Health Information promulgated thereunder by the U.S. Department of Health and Human Services at 45 CFR Part 160, Part 162, and Part 164 (the "Security Rule"), the amendments to HIPAA made as a part of the Health Information Technology for Economic and Clinical Health Act (HITECH) enacted as a part of the American Recovery and Reinvestment Act (ARRA), collectively the "HIPAA Rules" and other applicable laws.

1. **General.** All terms and conditions shall have the meaning provided as a part of the HIPAA Privacy and Security Regulations. PHARMACY does hereby assure FACILITY that it will appropriately safeguard Protected Health Information provided to or obtained by PHARMACY in compliance with the Privacy and Security Regulations and HITECH. Without limiting the obligations of PHARMACY otherwise set forth in this Agreement or imposed by applicable law, PHARMACY agrees to comply with applicable requirements, specifically PHARMACY shall:

- a. Not use or further disclose Protected Health Information other than as permitted or required by this Agreement or as required by law as defined in 45 CFR § 164.501.
- b. Use appropriate safeguards to prevent use or disclosure of Protected Health Information other than as provided for by this Agreement.
- c. PHARMACY will, in the performance of its functions and activities on FACILITY's behalf, make reasonable efforts to use, disclose, or request of a Covered Entity only the minimum necessary amount of PHI to accomplish the intended purpose of the use, disclosure, or request, including using partially de-identified data, known as a Limited Data Set as required under the American Recovery and Reinvestment Act of 2009 (ARRA).
- d. Mitigate, to the extent practicable, any harmful effect that is known to PHARMACY of a use or disclosure of Protected Health Information by PHARMACY in violation of the requirements of this Agreement.
- e. Report to FACILITY any use or disclosure of Protected Health Information not provided for by this Agreement of which PHARMACY becomes aware.
- f. Ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by PHARMACY on behalf of FACILITY, agrees to the same restrictions and conditions that apply through this Agreement to PHARMACY with respect to such information.
- g. Provide access in a manner designated by FACILITY, within twenty (20) days of receiving a request from FACILITY, to Personal Health Information in a designated record set, as defined under HIPAA, in order to meet the requirements under 45 CFR § 164.524.
- h. Make any amendment(s) to Protected Health Information in a designated record set that FACILITY directs or agrees to pursuant to 45 CFR § 164.526 at the request of FACILITY or an individual ("**Individual**"), within thirty (30) days of receiving such request and in a manner designated by FACILITY.
- i. Make internal practices, books, and records relating to the use and disclosure of Protected Health Information received from, or created or received by PHARMACY on behalf of FACILITY, available to FACILITY, or at the request of FACILITY to the Secretary of the United States Health & Human Services, in a time and manner designated by FACILITY or the Secretary, for purposes of the Secretary determining FACILITY's compliance with HIPAA. PHARMACY shall immediately notify FACILITY upon receipt by PHARMACY of any such request, and shall provide FACILITY with copies of any such materials.

j. Document disclosures of Protected Health Information and information relating to such disclosures as would be required for FACILITY to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR § 164.528.

k. Provide to FACILITY or an Individual in a manner designated by FACILITY, within ten (10) days of receiving a request from FACILITY, information collected in accordance with this Agreement, to permit FACILITY to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR § 164.528.

l. Upon termination or expiration of the Agreement, return or destroy all Protected Health Information received from FACILITY or created or received by PHARMACY on behalf of FACILITY, and retain no copies of Protected Health Information in any form whatsoever, except if such return or destruction is infeasible in which case PHARMACY agrees to extend all protections of this Agreement to PHARMACY's use and disclosure of any retained Protected Health Information and to limit any further uses and/or disclosures to the purposes that make the return or destruction of the Protected Health Information infeasible. To the extent that returning or destroying the Protected Health Information is infeasible, PHARMACY shall provide FACILITY notification of the conditions that make such return or destruction infeasible. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of PHARMACY.

2. **Permitted Uses and Disclosures by PHARMACY.** Except as otherwise limited in this Agreement, PHARMACY may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, FACILITY as specified in the Agreement, provided that such use or disclosure would not violate HIPAA if done by FACILITY. In using and disclosing Protected Health Information, PHARMACY shall make reasonable efforts to limit Protected Health Information to the minimum necessary to accomplish the intended use or disclosure.

3. **Obligations of FACILITY.**

a. FACILITY shall provide PHARMACY upon request with the notice of privacy practices that FACILITY produces in accordance with 45 CFR § 164.520, as well as any changes to such notice.

b. FACILITY shall provide PHARMACY with any changes in, or revocation of, permission by an Individual to use or disclose Protected Health Information, if FACILITY knows that such changes affect PHARMACY's permitted or required uses and disclosures.

c. FACILITY shall notify PHARMACY of any restriction to the use or disclosure of Protected Health Information that FACILITY has agreed to in accordance with 45 CFR § 164.522, to the extent such restriction may affect PHARMACY's use or disclosure of Protected Health Information.

d. FACILITY shall not request PHARMACY to use or disclose Protected Health Information in any manner that would not be permissible under HIPAA if done by FACILITY.

4. **Termination and Amendment.** Without limiting the rights and remedies of FACILITY set forth elsewhere in the Agreement, or available under applicable law, FACILITY may terminate the Agreement if FACILITY determines that PHARMACY has violated a material term of the provisions of this Agreement. At FACILITY's sole discretion, FACILITY may permit PHARMACY 30 days to correct the violation prior to FACILITY terminating the Agreement. PHARMACY agrees that the Agreement may be amended from time to time by FACILITY if and to the extent required by the provisions of HIPAA and regulations promulgated thereunder, in order to assure that the Agreement is consistent therewith. If the parties cannot agree on the changes required to comply with HIPAA, FACILITY shall have the right to terminate this Agreement and the Services Agreement and shall have no liability to PHARMACY other than as outlined in the Services Agreement for any termination.

5. **Electronic Protected Health Information.** PHARMACY agrees to assume the following obligations regarding electronic Protected Health Information:

a. PHARMACY agrees to implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the Electronic Protected Health Information that it creates, receives, maintains or transmits on behalf of FACILITY in accordance with 45 CFR 164 (the HIPAA Security Rule).

b. PHARMACY will ensure that any agent, including a subcontractor, to whom it provides Electronic Protected Health Information that was created, received, maintained or transmitted on behalf of FACILITY agrees to implement reasonable and appropriate safeguards to protect the Electronic Protected Health Information.

c. PHARMACY agrees to alert FACILITY of any security incident (as defined by the HIPAA Security Rule) of which it becomes aware. Specifically, PHARMACY shall: (i) report to FACILITY any successful unauthorized

access, use, disclosure, modification, or destruction of Electronic Protected Health Information or interference with system operations in an information system containing Protected Health Information of which PHARMACY becomes aware; and (ii) report no more frequently than monthly and no less frequently than annually, the aggregate number of unsuccessful unauthorized attempts to access, use, disclose, modify or destroy Electronic Protected Health Information or interfere with system operations in an information system containing Protected Health Information of which PHARMACY becomes aware.

6. Breach Notification for Unsecured PHI.

As used in this Section, the term “Breach” shall mean the acquisition, access, use or disclosure of PHI in a manner not permitted under the HIPAA Privacy Regulations which compromises the security or privacy of the PHI. Breach does not include (a) any unintentional acquisition, access or use of protected health information by an employee or individual acting under the authority of a covered entity or business associate if (i) such acquisition access or use was made in the good faith and within the course and scope of such employee or individual, respectively, with the covered entity or business associate, and (ii) such information is not further acquired, accessed, used or disclosed by any person; or (b) any inadvertent disclosure from an individual who is otherwise authorized to access protected health information at a FACILITY operated by a covered entity or business associate to another similarly situated individual at same FACILITY; and (c) any such information received as a result of such disclosure is not further acquired accessed, used or disclosed without authorization by any person. “Discovered” shall mean the first day upon which a Breach is known to the PHARMACY, or, by exercising reasonable diligence should have been known to the employee, officer, or other agent of PHARMACY (determined in accordance with the federal common law of agency). “Unsecured PHI” means “unsecured protected health information” as such term is defined in 45 CFR Section 164.402. For purposes of this Agreement, Unsecured PHI shall be limited to Unsecured PHI created, acquired, accessed, maintained, used or disclosed by PHARMACY, its employees, agents or representatives, from or on behalf of FACILITY.

- a. Obligation to exercise reasonable diligence. PHARMACY shall exercise reasonable diligence to detect any Breach of Unsecured PHI, and provide training and procedures through which its employees, agents and representatives are encouraged to detect and report to FACILITY any Breach of Unsecured PHI.
- b. Obligation to Notify FACILITY. PHARMACY shall notify FACILITY in writing of any Breach of Unsecured PHI by PHARMACY, its employees, agents or representatives within 10 days from the time such Breach is Discovered.
- c. Content of Notification. PHARMACY shall provide FACILITY the identification of each individual whose Unsecured PHI has been or is reasonably believed to have been accessed, acquired, used, or disclosed, and any other available information FACILITY requires or reasonably requests in connection with the Breach.
- d. Additional Notification Requirements. To the extent that FACILITY determines that the Breach of Unsecured PHI is one which triggers the notification requirements established at 45 CFR Sections 164.404, 164.406 and 164.408, then PHARMACY shall cooperate with FACILITY and bear all costs associated with the providing of any required notification to affected individuals, the Secretary of the Department of Health and Human Services, and the media.
- e. Burden of Proof. In the event of a use or disclosure in violation of HIPAA, PHARMACY shall have the burden of demonstrating that all notifications required of PHARMACY were made or that the use or disclosure did not constitute a breach, as defined at 45 CFR 164.402, or was not in violation of this Agreement.

7. PHI to be Rendered Unusable, Unreadable or Indecipherable to Unauthorized Individuals. Except as otherwise provided herein in the Services Agreement, PHARMACY shall render PHI unusable, unreadable, or indecipherable to unauthorized individuals, such that PHI will not be considered "unsecured" pursuant to guidance issued by the Secretary of Health and Human Services.

- a. Electronic PHI shall be encrypted by the use of an algorithmic process to transform data into a form in which there is a low probability of assigning meaning without use of a confidential process or key and such algorithmic process meets the following requirements:
 - i. Valid encryption processes for data at rest are consistent with the National Institute of Standards and Technology (NIST) Special Publication 800-111, *Guide to Storage Encryption Technologies for End User Devices*.
 - ii. Valid encryption processes for data in motion are those that comply with the requirements of Federal Information Processing Standards (FIPS) 140-2, *Security Requirements for Cryptographic Modules*. These include, as appropriate, standards described in NIST Special Publication 800-52, *Guidelines for the Selection and Use of Transport Layer Security (TLS) Implementations*; 800-77, *Guide to IPsec VPNs*; or 800-113, *Guide to SSL VPNs*, and may include others which are FIPS 140-2 validated.

- b. The media on which the PHI is stored or recorded shall be destroyed in one of the following ways:
 - i. Paper, film, or other hard copy media shall be shredded or destroyed such that the PHI cannot be read or otherwise cannot be reconstructed.\
 - ii. Electronic media shall be cleared, purged or destroyed consistent with NIST Special Publication 800-88, *Guidelines for Media Sanitization*, such that the PHI cannot be retrieved.

8. **Government Access to Records:** PHARMACY shall make its internal practices, books, and records relating to the use and disclosure of PHI received from, or created or received by PHARMACY on behalf of, FACILITY available to the Secretary of Health and Human Services for purposes of determining FACILITY's compliance with HIPAA. PHARMACY shall provide FACILITY with a copy of any PHI that PHARMACY provides to the Secretary concurrently with providing such PHI to the Secretary.

9. **Indemnification.** PHARMACY agrees to indemnify, defend and hold harmless FACILITY against all costs suffered by FACILITY, including but not limited to any and all actual and direct losses, liabilities, fines, penalties, costs or expenses (including reasonable attorneys' fees), arising from or in connection with a material breach of this HIPAA Business Associate Agreement. This provision shall survive the expiration or termination of this Contract for Services.

Authorized signer for County of Winnebago doing business as River Bluff Nursing Home

Signature: _____

Printed Name: _____

Date: _____

Authorized signer for RXPERS PHARMACY

Signature: _____

Printed Name: _____

Date: _____

Page 19A--IV Registered Nurse Onsite Infusion Service Fees

ITEM OR SERVICE	FEE
OPTIONAL ONSITE INFUSION SERVICES TO REDUCE RE-ADMISSIONS	
Declot IV Catheter	\$125.00
IV Medication Administration	\$125.00
IV Setup	\$125.00
IV Troubleshooting	\$175.00
Midline Insertion (Includes Kit)	\$400.00
Port-a-Cath Access	\$200.00
Peripheral IV Insertion	\$125.00
PICC Line Insertion (Includes Kit)	\$500.00
PICC Line / Mid-Line Troubleshooting / Repair	\$125.00
PICC Line / Central Line / Mid-Line DC	\$200.00

Page 19B--Fee for Service IV Pricing Structure

ITEM	COST
IV Therapy	
<ul style="list-style-type: none"> Hydration 1000–3000 mL per day \$15/day 3000–6000 mL per day \$25/day Intermittent IVs (incl antibiotics & chemotherapy) Brand-name drugs: WAC + 5% (all ingredients) x # doses/day + \$10/day Generic drugs: Lower of SMAC or AWP - 55% (all ingredients) x # doses/day + \$10/day Pain management--IV or SC continuous infusion (including PCA) AWP – 25% plus \$45/day Standard TPN with lipids (3 in 1) *: 1000 mL: \$150.00 2000 mL: \$200.00 3000 mL: \$250.00 TPN additional ingredients, solutions, additives AWP* – 25% per ingredient 	
<p>WAC = published wholesale acquisition cost; SMAC = published state maximum allowable cost; AWP = published average wholesale price. *Includes Standard Amino Acid Solution, Dextrose Solution, Standard Electrolytes, Standard Trace Elements, Standard Multivitamin Package, Insulin.</p>	
<p>IV therapy supplies (initial): Standard IV therapies are dispensed with the following (supplies and quantities vary with the type and frequency of therapy and route of IV administration):</p> <ul style="list-style-type: none"> IV pump or dial-a-flow/regulator Pump set Clave Intermittent infusion cap Saline flush Heparin flush Angio cath J-loop extension IV start kit (peripheral lines) Central line dressing change kit Huber Needles (Port-A-Caths) 	Included
<p>Medicare Part A, Contract Insurance, HMO, Medicaid & Private Pay (No Rx Insurance)</p> <p>Single-source (brand name) prescription drugs: WAC + 1% + \$2.40 dispensing fee</p> <p>Multisource (generic) prescription drugs: Lower of MAC or WAC + 1% + \$5.50 dispensing fee</p> <p>OTC drugs (non-House Stock, individually dispensed): Acquisition Cost x 1.25 + \$5.50 dispensing fee</p>	<p>Illinois Medicaid rate (lowest possible by law), currently:</p>

WAC = wholesale acquisition cost. MAC = maximum allowable cost.

ITEM OR SERVICE	FEE
CONTINGENCY SUPPLIES	
Automated dispensing system	Included (items charged to payer/resident/facility upon use)
Emergency boxes	Included (items charged to payer/resident/facility upon use)
IV consignment box(es) and/or supplies	Included (items charged to payer/resident/facility upon use)
DELIVERIES	
Twice-daily regularly scheduled	Included
Additional for admissions	Included* <i>*Unless order could be reasonably handled by using on-site supplies.</i>
STAT, emergency	Included* <i>*Unless order could be reasonably handled by using on-site supplies.</i>
EQUIPMENT FOR MED ADMINISTRATION & STORAGE, ORDER COMMUNICATION & MAINTENANCE (All equipment & supplies remain the property of the pharmacy)	
Crash carts, if needed	Included
Digital camera for resident photo records, if needed	Included
Fax machines	Included
Medication carts	Included
Medication storage refrigerators, if desired	Included
Tablet crushers	Included
PROFESSIONAL SERVICES	
Consultant pharmacist, consultant nurse, and IV instruction nurse services	\$350.00/month flat rate
Family night presentations	Included
Field technician services	Included
Inservice education	Included
POS checks/order reconciliation by a licensed nurse	\$25.00/hour
REFERENCE & SUPPLY MATERIALS	
Binders (MAR, TAR)	Included
Drug References	Included
Medication Records, updated monthly	Included
Pharmacy Forms, Records	Included
Reports (custom and standard)	Included
TECHNOLOGY	
Fax Server Provider Portal	Included
Pharmacy Information System Interface	Included
Interface With PCC/Facility Clinical Package e-MAR	Included

Schedule 3.1 (PSA): River Bluff Nursing Home		Proposal ID: 37887	
PHARMACY PRODUCTS AND SERVICES			
NON IV'S AND NON TPN'S			
Facility Pricing Contract Terms (Patient Specific):	Fee for Service		
Facility Pricing Contract Terms (Patient Specific) - Rx Brands (All Except IV & TPN):	WAC+10%+\$2.40		
Facility Pricing Contract Terms (Patient Specific) - Rx Generics (All Except IV & TPN):	AWP+88.5%+\$3.00		
Facility Pricing Contract Terms (Patient Specific) - OTC Brands (All Except IV & TPN):	WAC+10%+\$1.98		
Facility Pricing Contract Terms (Patient Specific) - OTC Generics (All Except IV & TPN):	WAC+10%+\$1.98		
House Stock:	(b) WAC+12.5% (d) AWP-35%		
Minimums - Rx (Fee per Fill):	None		
Minimums - OTC (Fee per Fill):	None		
Controlled Substance Fee (Schedules 2,3,4,5) (Fee per Fill (Additional to Dispensing Fee)):	None		
Compound Fee Non-Infusion (Fee per Fill (Additional to Dispensing Fee)):	None		
Scheduled Deliveries Per Day:	2		
Restocking Fee (Rx Specific):	None		
IV PRICING		Medication Fee	Supply Fee
All IV Push/Injectable Medications & Additives (sent separately):		Same as Oral Price Terms	
Billed to Facility: IV Hydration: All Volumes (Including Potassium & Pharmacy Additives):		\$10.00	Invoice Cost + 25%
Billed to Facility: TPN: 1 Liter (Up to 1000ml) (Includes dextrose, AA, Electrolytes, Trace Elements, Lipids & Pharmacy Additives):		\$90.00	Invoice Cost + 25%
Billed to Facility: TPN: 2 Liter (1001ml to 2000ml) (Includes dextrose, AA, Electrolytes, Trace Elements, Lipids & Pharmacy Additives):		\$100.00	Invoice Cost + 25%
Billed to Facility: TPN: 3 Liter (2001ml and greater) (Includes dextrose, AA, Electrolytes, Trace Elements, Lipids & Pharmacy Additives):		\$110.00	Invoice Cost + 25%
Billed to Facility: IV Antibiotics - Infusion (drug, solution & diluents): QID		(b) WAC+5%+\$6.50 (c) AWP-40%+\$6.50	Invoice Cost + 25%
Billed to Facility: IV Antibiotics - Infusion (drug, solution & diluents): BID		(b) WAC+5%+\$6.50 (c) AWP-40%+\$6.50	Invoice Cost + 25%
Billed to Facility: IV Antibiotics - Infusion (drug, solution & diluents): TID		(b) WAC+5%+\$6.50 (c) AWP-40%+\$6.50	Invoice Cost + 25%
Billed to Facility: IV Antibiotics - Infusion (drug, solution & diluents): QID+		(b) WAC+5%+\$6.50 (c) AWP-40%+\$6.50	Invoice Cost + 25%
Billed to Facility: IV 24 Hour Hydration/Antibiotic Bag w/ >1 dose per bag Surcharge (when requested by the facility):		\$7.50	Per Day
Billed to Facility: IV Pain - Infusion (continuous infusion (drug, solution & diluents)):		(B) WAC+5%+\$6.50 (c) AWP-40%+\$6.50	Invoice Cost + 25%
Billed to Facility: IV Chem - Infusion (drug, solution & diluents):		(B) WAC+5%+\$6.50 (c) AWP-40%+\$6.50	Invoice Cost + 25%
Billed to Facility: All Other IV Therapies Not Specified (drug, solution & diluents):		(B) WAC+5%+\$6.50 (c) AWP-40%+\$6.50	Invoice Cost + 25%
Billed to Facility: IV Flushes:		Same as Oral Price Terms	
Billed to Facility: Specialty Pump (Sigma Spectrum, CADD, Cullen, Gemstar):		Fee for Service Rental Rate	\$8.00
Billed to Facility: Standard Pole Mounted Pump (Baxter 6201):		Fee for Service Rental Rate	\$8.00
Billed to Facility: IV Catheter Care Supplies (Not Including Flush):		Not Applicable	Invoice Cost + 25%
House Stock - House Stock - IV Supplies:		Invoice Cost + 25%	
House Stock - House Stock - Pump (if applicable):		Fee for Service Rental Rate	\$75.00
INFUSION NURSING SERVICES:		Service Fee	Supply Fee
Infusion Nurse - Peripheral IV Insertion:		\$180.00	Per Insertion
Infusion Nurse - Midline IV Insertion:		\$375.00	Per Insertion
Infusion Nurse - PICC Insertion:		\$425.00	Per Insertion
Infusion Nurse - PICC Removal/Non-Tunneled Catheter:		\$180.00	Per Removal
Infusion Nurse - Decol/Repair Central Catheter (De-clotting agents are NOT included in the infusion nursing fee):		\$180.00	Per Repair
Infusion Nurse - After Hours Fee:		\$75.00	Per Visit
Infusion Nurse - Additional Hours Required to Complete Service:		\$75.00	Per Hour
Infusion Nurse - Consulting Service:		\$75.00	Per Hour
Infusion Nurse Services - Third Party Company Utilized:		All Charges 100% Pass Through of Invoiced Cost	
NURSING EDUCATION/CERTIFICATION PROGRAMS		Live Class Fee	Live Class Basis
Parenteral Nutrition (TPN, PPIV)		\$50.00	Fee Per Person Per Day
Vascular Access Devices:		\$50.00	Fee Per Person Per Day
Pain Management - Patient Controlled Analgesia (PCA):		\$50.00	Fee Per Person Per Day
Management of Inotropes in the Heart Failure Resident:		\$50.00	Fee Per Person Per Day
Clearing Thrombotic Occlusions in Central Vascular Access Devices:		\$50.00	Fee Per Person Per Day
IV Push Administration:		\$25.00	Fee Per Person Per Day
Hypodermoclysis:		\$50.00	Fee Per Person Per Day
PICC Removal:		\$50.00	Fee Per Person Per Day
Documentation/IV PQS/MAR Review:		\$25.00	Fee Per Person Per Day
Essentials of Infusion Therapy - 2 Day Class:		\$75.00	Fee Per Person Per Day
Medication Assistant Courses offered by Nurse - Full Course:		\$75.00	Fee Per Person Per Day
Medication Assistant Courses offered by Nurse - Refresher Course:		\$55.00	Fee Per Person Per Day
Other Nurse Education Services:		\$75.00	Fee Per Hour (3 Hour Minimum)
(Including, But Not Limited To: Facility Requested Infusion Audit, Facility Safety Preparation or Follow Up, Other Facility Requested On-Site Infusion Training)			
Infusion Nurse Education/Certification - Third Party Company Utilized:		All Charges 100% Pass Through of Invoiced Cost	
NURSING EDUCATION/CERTIFICATION PROGRAMS - ONLINE COURSES:		Fee Per Participant	
IV Push Administration:		\$15.00	
Hypodermoclysis:		\$15.00	
Role of the Licensed Nurse in Preventing Bloodstream Infections:		\$15.00	
CVAD Removal:		\$15.00	
Parenteral Nutrition:		\$25.00	
Pain Management - Patient Controlled Analgesia (PCA):		\$25.00	
Management of Inotropes in the Heart Failure Resident:		\$25.00	
Clearing Thrombotic Occlusions in Central Vascular Access Devices:		\$25.00	
Vascular Access Devices:		\$50.00	
Essentials of Infusion Therapy 2 Day Class:		\$75.00	
Pricing Comments:			

OMNICARE 2

Schedule 3.1 (PCA): River Bluff Nursing Home		Proposal ID: 37887
Clinical Services		
	Service Fee	Service Basis
Consulting Pharmacist (Required Services):	\$8.25	Per Bed
Consulting Pharmacist (Optional Services):	\$70.00	Per Hour
IMRR (Medication Regimen Review):	\$10.00	Per Occurrence
Consultant Services - Registered Nurse (RN):	\$55.00	Per Hour
Consultant Services - Licensed Practical Nurse (LPN):	\$40.00	Per Hour
Consultant Services - Pharmacy Technician:	\$35.00	Per Hour

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

Sponsored by: Gary Jury

Submitted by: Operations & Administrative Committee

2018 CR

**RESOLUTION AUTHORIZING THE EXECUTION OF A RENEWAL AGREEMENT WITH SUN LIFE FINANCIAL
FOR STOP LOSS SPECIFIC AND AGGREGATE COVERAGE ON THE SELF-INSURED CO-PAY/POS, PPO AND
HDHP MEDICAL PLANS.**

WHEREAS, the County of Winnebago, Illinois, offers a self-insured Co-Pay/POS, PPO and HDHP medical plans to active employees and retirees; the County purchases a stop loss insurance plan to reinsure the County of medical claims which exceed \$175,000 (per individual) and on an aggregate basis; and,

WHEREAS, the County's Benefit Consultant has reviewed submitted proposals for the stop loss coverage in 2019; and the

WHEREAS, the County's Benefit Consultant recommends renewing with Sun Life Financial in 2019; and,

WHEREAS, Sun Life has proposed the following rates to Winnebago County for stop loss coverage in 2019:

\$75.53 for Specific per individual coverage per month

\$192.89 for Specific per family coverage per month

This is a 28.6% increase from the 2018 rates.

\$2.00 for Aggregate per employee per month

This is a 5.3% increase from the 2018 rates.

This is a \$374,387 increase from 2018.

WHEREAS, the Operations and Administrative Committee of the County Board for the County of Winnebago, Illinois has reviewed the renewal and recommends that the County Board authorize execution of an agreement with Sun Life Financial for the stop loss coverage for the self-insured Co-Pay/POS, PPO and HDHP medical plans for the year January 1, 2019 through December 31, 2019.

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 effective January 1, 2019 with Sun Life Financial; One Sun Life Executive Park, Wellesley Hills, MA 02481, for stop loss coverage.

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

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

Renewal options

September 27, 2018

To accept the renewal proposal, please do the following:

- At the bottom of this page, select a renewal option and sign where indicated.
- Email, fax, or mail all of the pages in the 'Renewal options' and 'Renewal options, continued' tabs to me by December 1, 2018, in order to avoid a lapse in coverage.

Policyholder name:	Winnebago County	Account number:	239003
Policyholder Address:	404 Elm Street Suite 104	Renewal status:	Open
	ROCKFORD, IL 611011239	TPA Name:	NORTHERN ILLINOIS HEALTH PLAN
Situs State:	IL	PPO Name:	BCBS Illinois (IL - TX BCBS)
Renewal Eff. Date:	January 1, 2019		

Current and renewal rate summary	
Tier	Employees
Single	488
Family	534
Total	1,022

Specific Stop-Loss policy details and renewal options				
Plan thresholds	Current	Renewal	Renewal option 1	Renewal option 2
Individual Specific deductible	\$175,000	\$175,000	\$200,000	\$225,000
Aggregating Specific deductible	None	None	None	None
Annual maximum	Unlimited	Unlimited	Unlimited	Unlimited
Lifetime maximum	Unlimited	Unlimited	Unlimited	Unlimited
Specific rates	Current	Renewal	Renewal option 1	Renewal option 2
Claims basis	PAID	PAID	PAID	PAID
Benefits covered	Medical and Rx	Medical and Rx	Medical and Rx	Medical and Rx
Single	\$58.74	\$75.53	\$69.32	\$63.90
Family	\$150.00	\$192.89	\$177.01	\$163.19
Total monthly premium	\$108,765.12	\$139,861.90	\$128,351.50	\$118,326.66
Renewal rate action as a % increase to current monthly premium		28.6%	18.0%	8.8%

Aggregate Stop-Loss policy details and renewal options				
Aggregate rates	Current	Renewal	Renewal option 1	Renewal option 2
Aggregate Benefit Maximum	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000
Per employee per month rate	\$1.90	\$2.00	\$2.00	\$2.00
Total monthly premium	\$1,941.80	\$2,044.00	\$2,044.00	\$2,044.00
Renewal rate action as a % increase to current monthly premium		5.3%	5.3%	5.3%

Aggregate thresholds and rates	Current	Renewal	Renewal option 1	Renewal option 2
Claims basis	Paid	Paid	Paid	Paid
Benefits covered	Medical and RX	Medical and RX	Medical and RX	Medical and RX
Corridor	125%	125%	125%	125%
Minimum Attachment Point %	90%	90%	90%	90%
Composite Aggregate deductible factor	\$1,407.55	\$1,407.55	\$1,436.34	\$1,455.27
- Medical	\$1,209.16	\$1,209.16	\$1,236.95	\$1,256.88
- Rx Drug	\$198.39	\$198.39	\$198.39	\$198.39
Minimum Attachment Point	\$1,294,664.49	\$1,294,664.49	\$1,320,225.73	\$1,338,567.35
Estimated monthly renewal liability	\$1,438,516.10	\$1,438,516.10	\$1,466,917.48	\$1,487,285.94
Renewal rate action as a % increase to current monthly aggregate deductible factors.		0.0%	2.0%	3.4%

Total estimated annual plan costs				
Total costs	Current	Renewal	Renewal option 1	Renewal option 2
Total annual premium	\$1,328,483.04	\$1,702,870.80	\$1,564,746.00	\$1,444,447.92
Annual Aggregate Attachment Point	17,262,193.20	17,262,193.20	17,603,009.76	17,847,431.28
Total estimated self-funded plan costs	\$18,590,676.24	\$18,965,064.00	\$19,167,755.76	\$19,291,879.20
Renewal rate action as a % increase to total estimated annual plan cost.		2.0%	3.1%	3.8%

Select renewal option			
-----------------------	--	--	--

Please acknowledge acceptance of the terms and conditions of the renewal proposal by signing below and returning all pages of the proposal to Stephen Barreca.

Please indicate the renewal option you have selected by initialing one of the three boxes above. Your signature on the renewal proposal constitutes your acceptance of the terms, conditions, assumptions and contingencies set forth in the proposal. The premium rates agreed upon as part of the renewal will be effective on the Policy Renewal Effective Date.

Authorized Signature: _____

Date: _____

Printed Name: _____

Printed Title: _____

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

Submitted by: Operations and Administrative Committee

2018 CR

**AN ORDINANCE AMENDING SECTIONS OF CHAPTER 62
OF THE COUNTY CODE OF ORDINANCES**

WHEREAS, Chapter 62 of the County Code of Ordinances, Article I sets forth various criteria for Personnel;

WHEREAS, the County wishes to amend Sections of Chapter 62, of the County Code of Ordinances.

NOW, THEREFORE, BE IT ORDAINED, by the County Board of the County of Winnebago, Illinois, that Chapter 62, Article I of the County Code of Ordinances be amended as follows:

Sec. 62-27. – Surplus Property Disposal Policy

(1) PURPOSE

This policy outlines the policy and procedures for the disposal of equipment and/or supplies that are no longer needed by the County of Winnebago. The transfer of equipment and/or supplies within departments allows for the recognition of collaboration of cost saving efforts across departments.

(2) POLICY

It is the policy of the County of Winnebago to purchase equipment and supplies for departments in a reasonable and accountable manner that is respectful to the funding source, environment, and community. When equipment or supplies are no longer needed for the delivery of service, the County will strive to ensure that usable items are sold or donated to entities that could benefit from these items, such as another department or office within Winnebago County, a governmental entity located in Winnebago County, or not-for-profit community organizations located in Winnebago County.

(3) DEPARTMENT/AREAS/PERSONNEL AFFECTED

All of the County of Winnebago Departments and personnel.

(4) PROCEDURE

- a) All County Departments shall submit to the Director of Purchasing and in such form, as he/she shall prescribe, inventory reports identifying stocks of all supplies, materials and equipment

which are no longer used or which have become obsolete, worn out or scrapped. The inventory will include:

- i. General description of equipment or supplies (tag number, if any)
 - ii. Approximate age or date purchased (if known)
 - iii. Model number and serial numbers for equipment, if applicable
 - iv. Quantity no longer needed
 - v. Identification of potential governmental or not-for-profit entities in Winnebago County that could use the equipment and/or supplies.
- b) The Director of Purchasing shall:
- vi. Sell, trade, transfer, or otherwise dispose of surplus County property and equipment.
 - vii. Have the authority to transfer any such commodities, which are unusable to another or other departments in lieu of filing requisitions for the purchase of new or additional stock of the same or similar materials.
 - viii. Have the authority to sell all such supplies, materials and equipment which cannot be used by any department, or which have been found not to be required for public use; or to exchange or trade-in such articles in part or full payment of new supplies, material or equipment of a similar nature.
 - ix. Provide the County Auditor, County Administrator and Finance Director a listing of all surplus supplies, materials and equipment transferred, sold, or otherwise disposed of in accordance with this Section.
 - x. Allocate net proceeds from the sale, lease, or disposal of surplus property back to the appropriate fund, with the assistance of the Finance Director and approval of the County Administrator.
- c) The Director of Purchasing will be responsible for transferring of items to non-County receiving parties/organizations and obtaining all documentation required on the **Donation Form** (Attachment A). Director of Purchasing will retain the signed documentation with the inventory of donated items and will provide copies to the Donating Department, County Auditor, County Administrator and Finance Director.
- d) The Director of Purchasing will be responsible for transferring of items between County departments and obtaining all documentation required on the **Internal Department Transfer Form** (Attachment B). Director of Purchasing will retain the signed documentation with the inventory of transferred property and will provide copies to the Donating Department, County Auditor, County Administrator and Finance Director.
- e) The Director of Purchasing will be responsible for disposal or sale of equipment or property that is not internally transferred or donated to another party/organization. Property that has an estimated value of at least \$500 and is not foreseeable as a need item, the County will be considered as surplus. Disposal documentation on the **Disposal or Sale Form** (Attachment C). Allocation of net proceeds, from any sale, must be documented and the Department Head or designee must sign off on the completed **Disposal or Sale Form**. The Director of Purchasing will retain the signed documentation with the inventory of disposed or sold property and will provide copies to the Department, County Auditor and Finance Director.
- f) When County property, equipment or supplies is sold via an auction format, the County personnel responsible for determining the obsolete or surplus status of those items may not benefit or

purchase said items.

- g) When applicable all County's internal technology department shall be evaluate and then tag or mark all electronics equipment with hard drives or internal memory, prior to disposal or donation.
- h) Special arrangements are required to dispose of certain electronics. Since January 2012, the following items have been banned from disposal in Illinois: Televisions, Monitors, Printers, Computers, Electronic Keyboards, Fax Machines, Videocassette Recorders, Portable Digital Music Players, DVD Players or Recorders, Video Game Consoles, Small Scale Servers, Scanners, Mice, Digital Converter Boxes, Cable Receivers, Satellite Receivers, Cell Phones, Computer Cable, PDAs and Zip Drives.

(5) EXCEPTION FOR GRANT FUND PURCHASED ITEMS

For equipment and items purchased with *grant funds*, additional rules and external regulations apply. When a County Department plans for the future disposal of grant-purchased items, they must contact the awarding agency for written guidance before proceeding. Generally, when original or replacement equipment acquired under a grant or subgrant is no longer needed for the original project or program or for other activities currently or previously supported by a Federal agency, disposition of the equipment will be made as follows:

- a) Items of equipment with a current per-unit fair-market value of less than \$5,000 may be retained, sold or otherwise disposed of with no further obligation to the awarding agency.
- b) Items of equipment with a current per-unit fair-market value in excess of \$5,000 may be retained or sold and the awarding agency shall have a right to an amount calculated by multiplying the current market value or proceeds from sale by the awarding agency's share of the equipment.

(6) DEFINITIONS

- a) **Surplus Property:** Property including goods, supplies, and equipment that exceeds the reasonably foreseeable needs of the County or no longer has any use to the County.
- b) **Used Equipment:** Equipment that: (a) has been in service for at least one-half of its commercially reasonable life, or if its life is less than 24 months, is at least one year old; or (b) is a floor or demonstration model that is offered at a price at least twenty-five percent (25%) below current market price; or (c) is otherwise determined by the Director of Purchasing on a case-by-case basis to be a bona fide used item.
- c) **Federal Grant Equipment:** Is defined as tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost which equals or exceeds the lesser of the capitalization level established by the non-Federal entity for financial statement purposes, or \$5,000.

Attachment A
DONATION FORM
SURPLUS & OBSOLETE PROPERTY

Name of Receiving Organization: _____

Type of Organization: _____ Public Agency _____ Non-Profit _____ Other

County Location or Department	Destination Location	Name or Description of Asset
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Transfer Date: _____

Approximate Value of Donation: _____

The County of Winnebago has determined that the property listed above is surplus and is no longer needed. County is donating this property to your organization, as you have indicated it will further the purposes of your organization. By signing below, you agree to accept the property in “as is” condition on behalf of your organization. County of Winnebago makes no warranties, express or implied, with regard to the property. Attach backup documentation, as needed.

Organization Signature: _____

County Signature: _____

Print Name & Title: _____

Date: _____

Phone & Email: _____

Attachment B
INTERNAL DEPARTMENT TRANSFER FORM
SURPLUS & OBSOLETE PROPERTY

Internal Department transfer from _____
to _____

Donating Department Contact: _____
Email or Phone: _____

Receiving Department Contact: _____
Email or Phone: _____

County Location or Department	Destination Location	Name or Description of Asset

Transfer Date: _____
Approximate Value of Donation: _____

The Donating Department has determined that the property listed above is surplus and is no longer needed. By signing below, the Receiving Department agree to accept the property in “as is” condition. Donating Department makes no warranties, express or implied, with regard to the property. Both Departments need to sign off on Attachment B. Attach backup documentation, as needed.

Donating Department Signature: _____
Date: _____

Receiving Department Signature: _____
Date: _____

Attachment C
DISPOSAL OR SOLD PROPERTY FORM
SURPLUS & OBSOLETE PROPERTY

County Department: _____

Explain Disposal or Sold Method:

County Location or Department	Destination Location	Name or Description of Asset

Disposal or Sold Date: _____

Approximate Value: _____

The Department has determined that the property listed above is surplus and is no longer needed. Attach backup documentation, as needed.

Explain allocation of net proceeds, if sold:

Signature of Department Head or Designee: _____

Date: _____

Signature for County (if applicable): _____

Date: _____

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

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

Submitted by: Operations and Administrative Committee

2018 CR

**AN ORDINANCE AMENDING SECTIONS OF CHAPTER 62
OF THE COUNTY CODE OF ORDINANCES**

WHEREAS, Chapter 62 of the County Code of Ordinances, Article I sets forth various criteria for Personnel;

WHEREAS, the County wishes to amend Sections of Chapter 62, of the County Code of Ordinances.

NOW, THEREFORE, BE IT ORDAINED, by the County Board of the County of Winnebago, Illinois, that Chapter 62, Article I of the County Code of Ordinances be amended as follows:

Sec. 62-28. – Vehicle policy.

- (1) **PURPOSE:** The purpose of this policy is to establish administrative procedures to be used by Elected Officials and employees in the use of County owned or leased vehicles. This policy ensures that public funds are used properly in the use of vehicles. The County requires safe operation and use of any motor vehicle owned or leased. All drivers are required to hold a valid drivers' license within the proper classification and shall follow all County rules, policies and procedures as well as all federal, state, and local laws when driving on County business. Internal Revenue Service (IRS) Fringe Benefit rules may apply in certain cases for Elected Officials and employees issued a County owned or leased vehicle. This policy incorporates IRS Fringe Benefit Rules found in both the "Taxable Fringe Benefit Guide for Federal, State, and Local Governments" and Publication 15-B "Employer's Tax Guide to Fringe Benefits". Both publications can be found at www.irs.gov and are periodically updated by the IRS. According to the IRS, if the County provides a vehicle that is used by an Elected Official or employee exclusively for business purposes and substantiation requirements are met, there are no tax consequences or reporting required. If an employee is allowed to take a vehicle home and commuting mileage occurs, the fringe benefit must be taxed. This policy addresses all circumstances.
- (2) **SCOPE:** This policy applies to employees that regularly or occasionally drive a County owned or leased vehicle.
- (3) **STATEMENT OF POLICY:** The operation of County owned or leased vehicles is indispensable in conducting County business. The manner in which each vehicle is handled directly affects the performance of each County department. Vehicular collisions are potentially the most costly losses that

the County can incur when the summation of property damage, bodily injury, fatalities, and liability suits are considered. The cost can mount to proportions that will adversely affect every department in its efforts to accomplish its mission and maintain good public relations. Proper procedures must be followed for the County to comply with Internal Revenue Service Taxable Fringe Benefit rules when issuing a vehicle to County employees.

All County owned vehicles shall be titled to the County of Winnebago with NO department name attached as the County carries the excess auto insurance not departments. The County's Purchasing Department is the holder of all original titles for County owned vehicles. The County Administrator and Director of Purchasing are the authorized signing agents for County owned vehicle titles. All County owned vehicles shall bear Municipal license plates except those specifically indicated for undercover law enforcement activities.

Definition of Undercover Law Enforcement Activities or Operations: According to the Undercover and Sensitive Operations Unit, Attorney General's Guidelines on FBI Undercover Operations, undercover activities means any investigation activity involving the use of an assumed name or cover identity by an employee of the FBI or another Federal, state or local law enforcement organization. Undercover operations mean an investigation involving a series of related undercover activities over a period by an undercover employee. A series of related undercover activities generally consists of more than three separate contacts by an undercover employee with the individual(s) under investigation. However, undercover activities involving sensitive or fiscal circumstances constitute an undercover operation regardless of the number of contacts involved.

Definition of Law Enforcement Officer: A law enforcement officer is a person employed on a full-time basis by a unit of government. An officer is responsible for the prevention and/or investigation of crime involving injury to persons or property, who is authorized by law to carry firearms, execute search warrants, and make arrests and who regularly carries firearms (except when it is not possible to do so because of requirements of undercover work).

Definition of On-Call/Emergency Assignment: Employees are considered on-call or emergency assignment if they are required to perform their duties beyond normal working hours in order to ensure a quick response to emergency or after-hours calls for service.

Definition of County Business: County business means activities that an employee is assigned, required, or directed to perform including education or training activities. An activity does not become County business merely because a department permits an employee to do it, even if the County pays the employee's expenses. The County must require the employee to attend the education or training activity for the employee to be eligible to use a County owned or leased vehicle.

Definition of Direct Travel: Direct travel means the shortest, most reasonable, or ordinary route to the destination required to perform County business. Direct travel includes travel to sites near the direct route of destination for eating, lodging, or other personal needs that must be met when performing County business.

Definition of Personal Use: Personal use of County vehicles is strictly prohibited, other than commuting to and from work, and de minimis usage while performing official business. Personal use is taxable unless it is considered a qualified non-personal use.

Definition of Prohibited Activities: Prohibited activities are activities in direct violation of State of Illinois laws or written County policies. Examples of prohibited activities are consuming alcohol, using or dealing in illicit drugs, soliciting prostitution, using County vehicle for any prohibited purpose, or engaging in any crimes against people or property.

(4) UTILIZATION OF COUNTY VEHICLES

Elected Officials and Department Heads are encouraged to analyze options to determine the least costly transportation method. It is in the County's best interest to minimize commuting expenses by only assigning vehicles to individuals when it is the cheapest option, as when annual business miles are at least 70% of the vehicles total annual miles.

Elected Officials and Department Heads are responsible for annually requiring employees to complete the County Owned Vehicle Use Authorization form for employees under their control and provide it to the County Administrator by August 1 of each year.

The following criteria shall be followed to utilize County owned vehicles:

- 1) All employees are required to submit a County Owned Vehicle Use Authorization Form (Exhibit A) annually to utilize a County owned vehicle on a regular or occasional basis.
- 2) All County vehicles, including those of Elected Officials and their employees, are required to utilize maintenance programs directed by the County Purchasing Department. Highway Department vehicles will be maintained at the Springfield Avenue facility.
- 3) An employee must have a home residence within 30 miles of their home department. Any employee living over the 30 miles limit must have this exception approved by both the Elected Official and Department Head and the County Administrator. Miles are determined by using Google mapping.

Charge for Personal Use of Vehicles: Authorized use of County owned vehicles by employees is for bona-fide County business purposes and only when in the best interest of conducting County business. Authorizations for the use of County owned or leased vehicles are required annually or more frequently, if necessary, (i.e., seasonal assignment) by the County Administrator as part of the annual budget process or as needed. **Personal use of County vehicles is strictly prohibited, other than commuting to and from work, and de minimus usage while performing official business.**

Any violation of this section may subject the employee to disciplinary action under existing personnel disciplinary procedure. As defined by the current provisions and guidelines of the IRS, employees provided with County vehicles for authorized commuting purposes due to their job positions may incur additional taxable income, calculated by using the IRS Commuting Rules. Other fringe benefit valuation methods may apply on a limited basis, which will be determined and implemented by County Administration.

For commuting miles, employees are required to submit a sworn detailed mileage report to their respective departmental payroll administration each payroll period by using the procedures established by County Administration for payroll reporting.

IRS Safe Harbor Substantiation Rule: The safe harbor rule relieves employees of the requirement to keep detailed records in two (2) situations.

Employees using County owned or leased vehicles are **not** required to keep detailed records of vehicle

use if all of the tests below are met:

a) For vehicles, **not** used for personal purposes:

- The vehicle is owned or leased by the employer and is provided to the employee for use in the employer's business.
- When not in use, the vehicle is kept on the employer's premises.
- No employee using the vehicle lives at the employer's business premises.
- The employer has a written policy prohibiting personal use, except for de minimis use (such as driving to lunch while out of office on business or stopping at a store located on the way home)
- The employer reasonably believes the vehicle is not used for any personal use (other than de minimis).

b) For vehicles **not** used for personal purposes other than commuting:

- The vehicle is owned or leased by the employer and is provided for use in the employer's business.
- For bona fide non-compensatory reasons, the employer requires the employee to commute to and/or from work in the vehicle.
- The employer has established a written policy prohibiting the use other than commuting and de minimis use.
- Where the employee is not a control employee, and the employer reasonably believes that, except for commuting and de minimis use no individual uses the vehicle for personal purposes. The employer accounts for the commuting use by including the commuting value in the employee's wages.

All Elected Officials and Department Heads, and employees who are issued a County owned vehicle are subject to the provisions of tax law and shall be required to adhere to all administrative procedures. The County Administration shall establish the necessary administrative procedures to ensure countywide compliance with applicable tax law.

All Elected Officials and Department Heads, and employees who are issued a County owned vehicle are subject to the provisions of this tax law and shall be required to adhere to all administrative procedures. The County Administration shall establish the necessary administrative procedures to ensure countywide compliance with applicable tax law.

Eligible tax exceptions for County government are:

1) Clearly marked police vehicle if:

- a. The employee must always be on call.
- b. The employee must be required by the employer to use the vehicle for commuting.
- c. The employer must prohibit personal use (other than for commuting) for travel outside of the officer's jurisdiction.
- d. It is readily apparent, by words or painted insignia, that the vehicle is a public safety vehicle. A marking on a license plate is not a clear marking for this purpose.

2) Unmarked law enforcement vehicles are qualified non-personal use vehicles only if the following apply:

- a. The employer must officially authorize personal use.
- b. Personal use must be incidental to use for law enforcement purposes; i.e., no vacation or recreational use.
- c. The employer must be a governmental unit responsible for preventing or investigating crime.

- d. The vehicle must be used by a full-time law enforcement officer; i.e., officer authorized to carry firearms, execute warrants, and make arrests. The officer must regularly carry firearms, except when it is not possible to do so because of the requirements of undercover work.
- 3) Specialized utility repair trucks that qualify as a qualified non-personal use vehicle, which are designed to carry tools, equipment, etc.; has a permanent interior construction, including shelves and racks; and the County requires the employee to commute for emergency call-outs to restore or maintain utility services (i.e., gas, water, sewer).
- 4) Vans and pickup trucks do not qualify for the exemption unless specifically modified to allow minimal personal use, and must be designed to carry cargo with a loaded gross vehicle weight over 14,000 pounds.
 - a. Vans must have a seat for the driver only (or the driver and one other person) and either of the following items:
 - i. Permanent shelving that fills most of the cargo area; or
 - ii. Open cargo area that always carries materials or equipment used in the department's business function.
 - b. Pickup trucks must either be equipped with at least one for the following items:
 - i. A hydraulic lift gate;
 - ii. Permanent tanks or drums; or
 - iii. Permanent sideboards or panels that raise the sides of the truck bed.
- 5) A passenger bus with a capacity of at least 20 passengers used for its specific purpose.

(5) REQUIREMENTS FOR DRIVING COUNTY OWNED OR LEASED VEHICLE

County employees must be mindful that while driving they are representatives of the County. Their conduct in adhering to the rules of safety and courtesy on the road is a reflection on the entire County. Employees are responsible for the care and conservation of County owned or leased vehicles and shall report accidents, breakdowns, and/or malfunctions promptly so that necessary repairs can be made.

- 1) Elected Officials and Department Heads must annually submit to the County Administrator a County Owned Vehicle Use Authorization (Exhibit A) for each employee. For new employees a copy of their drivers' license is required to be provided.
- 2) All County employees must record their commuter value as payroll code in the County's timekeeping system during each bi-weekly payroll period in order to have the proper fringe benefit value added to their payroll information. It is the responsibility of the department to ensure the time card documenting commuter value is approved by employee and manager. If employee is unable to approve their time in the timekeeping system the department is responsible for maintaining all paper documentation showing approval of commuter miles for seven (7) years.
- 3) The County's excess vehicle liability insurance company requires employees who regularly or occasionally drive a County owned or leased vehicle to submit the following information annually. Human Resources requests the required updated information each September.
 - Employee name
 - Driver's license number and state of issuance
 - Date of birth
 - Date of hire
 - Driver's license issue date and expiration date
 - CDL license if required as a condition of employment
 - Photocopy of employee's driver's license (after the original photocopy, photocopy only required for license renewed during the past year)

- Photocopy of employees proof of insurance coverage minimums as required by the State of Illinois when employee driving their personally owned vehicle on County business

Operating a County owned or leased vehicle is prohibited without possessing a valid driver's license within the proper classification and carrying such license on driver's person. Any employee whose operator license is revoked, suspended, or restricted in any way by the issuing state shall notify their supervisor immediately. If an employee fails to notify his/her department of a suspension, revocation, or restrictions in writing, he/she shall be subject to disciplinary action up to and including discharge.

ELECTED OFFICIALS AND DEPARTMENT HEADS shall:

- 1) Submit County Owned Vehicle Use Authorization Form (Exhibit A) to the County Administrator annually and as circumstances change or as new drivers are added.
- 2) Establish firm internal vehicle use requirements, policy, and procedure for employees to adhere to including frequent internal compliance checks.
- 3) Supervise periodic inspection of vehicles for signs of abuse, unreported damage, and cleanliness.
- 4) Review each vehicle collision and/or reported unsafe driving report(s) with the employee and his/her supervisor to emphasize management's commitment to safe driving practices.
- 5) Establish a firm procedure regarding disciplinary actions that will be taken against employees who show a repeated disregard for good driving practices. Such procedures shall be applied consistently.
- 6) Support the County's defensive driver program to promote safe driving.
- 7) Ensure their employees follow County, State, and Federal safety rules and regulations to avoid vehicle accident or incidents.

EMPLOYEES shall:

- 1) Follow defensive driving practices that are established for the protection of themselves, their fellow employees, and the citizens of the County and the State of Illinois.
- 2) Not drive when under the influence of alcohol or drugs as identified by State of Illinois law. Any such use shall be considered a violation of work rules and may be the grounds for disciplinary action up to and including discharge.
- 3) Not transport alcoholic beverages (whether opened or unopened, narcotics, firearms or other explosive materials unless designed as part of the employee's job responsibilities.
- 4) Shall notify Elected Official or Department Head should their drivers' license is revoked, suspended, or restricted in any way by the issuing state.
- 5) Be personally responsible for the cost of all traffic citations and parking tickets.
- 6) Be responsible for enforcing seat belt usage by all occupants at all times.
- 7) Not park in front of or in parking areas associated with taverns or liquor stores unless on official County business. Restaurants serving liquor are not included in this prohibition.
- 8) Not use vehicles for vacations, transporting family members, car-pooling, or for personal gain, such as delivering goods or services, or operating private pools where the riders pay the driver.
- 9) Not affix signs, stickers, antennas, trailer hitches, bike racks, ski racks, etc. to County owned or leased vehicles. Towing or hauling loads for personal reasons are not permitted.
- 10) Not jump-start other vehicles except in emergencies, and then only to start another County owned or leased vehicle.
- 11) Upon leaving the vehicle unattended, remove the keys, close all windows, and lock all doors.

- 12) Not park overnight on the street when possible and ensure the vehicle is secured.
- 13) Not smoke in County owned or leased vehicles. State law prohibits smoking in any government owned or leased vehicle.
- 14) Not operate vehicle outside the County unless on official County business as assigned and approved.
- 15) Only transport County employees related to official County business.
- 16) Operate County owned or leased vehicle in a manner that ensures maximum fuel savings including compliance with the following fuel saving tips:
 - a. Eliminate unnecessary trips
 - b. Plan all travel routes in advance
 - c. Remove excess weight in vehicle
 - d. Operate vehicle at the speed limit
 - e. Avoid unnecessary idling of vehicle
 - f. Develop and maintain proper driving habits, i.e., do not over accelerate, avoid constant braking, and maintain properly inflated tires
 - g. Take vehicles for schedule maintenance
- 17) Immediately report all accidents, theft, and/or damage to County vehicles to Risk Management.
- 18) Contact local law enforcement to report all accidents and/or damage to County vehicles.

UTILIZATION OF COUNTY VEHICLES

Permanent assignment of vehicles is not desired and shall only be allowed as follows:

Department Heads and Elected Officials will be responsible for recommending which vehicles under their department's control may be driven home on a regular basis. This recommendation must be presented to the Chairman of the County Board for his written approval and then approved by the County Board prior to the start of every new fiscal year.

(6) VEHICLE INVENTORY

The County Purchasing Department, the County Sheriff and the Highway Department are responsible for submitting vehicle update reports to Risk Management/Human Resources quarterly or as requested. The report shall include the department vehicle number, make, model, and year of the vehicle, vehicle VIN number, vehicle functions, acquisition cost, license plate number, and any other vehicle activities such as purchases, transfers, totals, sold at auction, or donations. The report shall further include all equipment that could be used on roadways, for emergency purposes, or for public safety such as snowmobiles, motorcycles, trailers, tractors, generators, etc.

(7) VEHICLE MAINTAINANCE

The County Purchasing Department shall develop a preventative maintenance program and provide scheduled maintenance as recommended by the vehicle manufacturer. The County Sheriff and Highway Department shall service and maintain their vehicles and equipment. Employees are responsible for scheduling service and maintenance of County owned or leased vehicles. In addition to complying with the preventative maintenance schedule employees are responsible for performing periodic safety checks of all vehicles and equipment and reporting any mechanical problem immediately upon detection to the appropriate vehicle manager.

Employee should contact his/her department or Purchasing Department if a major breakdown occurs on the road, i.e., blown engine or transmission failure, for assistance and repair instructions. Local tow

service is provided by A to Z Towing. A to Z Towing is to be instructed to tow vehicle to the original department location, Highway Department or to the appropriate repair facility. If a breakdown occurs outside of the County after business hours, on holidays or weekends contact a reputable local towing company and have the vehicle towed to a secured facility. Employee shall inform their home department or Purchasing Department the next business day so arrangements can be made to move the vehicle to begin repairs.

(8) REPORTING VEHICLE ACCIDENT OR INCIDENT

All County owned or leased vehicles are required to have an insurance card. Contact Human Resources for replacement insurance cards. Employees are required to report immediately all vehicle accidents or vehicle incidents to their Department Head, Human Resources and the County Administrator. Submit all reports to Human Resources and the County Administrator within 24 hours.

(9) PROCEDURE FOR REPORTING VEHICLE ACCIDENT OR INCIDENT

- 1) Stop immediately and take steps to prevent another accident at the scene.
- 2) Life Safety Takes Priority. Obtain emergency medical care at the closest medical facility.
 - a. In the event of personal injury, workers' compensation forms are to be completed and submitted as required by the Workers' Compensation Policy
 - b. Workers' compensations forms must be filed timely to obtain medical care
- 3) Contact local law enforcement. All property damage and/or personal injury accident or incident shall be investigated by law enforcement. A police report is required regardless of severity of accident or incident.
 - a. Obtain as much information about the accident as possible, (i.e., name and addresses of witnesses, license number of vehicles involved, etc.)
 - b. Do not discuss the accident or give statement to anyone at the scene other than law enforcement
 - c. If possible, take photos of the damaged vehicle/property and submit them with the incident report. Do not take video of the accident scene as this is against the law.
- 4) Do not discuss fault, liability, or responsibility for the accident.
- 5) Do not agree to pay for anything or say that the County will take care of the cost or damage
- 6) Do not sign any papers.
- 7)

Timely reporting of all

vehicle accidents or incidents is mandatory. Contact Supervisor and Human Resources while at the scene, if possible.
- 8) Should an accident or incident occur outside of regular business hours leave a voice mail message for Human Resources at 815-319-4285.
- 9) Submit all vehicle accident or incident reports to Risk Management within 24 hours of occurrence.
- 10) Refer all questions regarding insurance to Human Resources.
- 11) Contact Purchasing Department (815-319-4380) to arrange for vehicle repair estimates.
- 12) County Sheriff and Highway Departments arrange for own towing and repair estimates.

(10) USE OF HAND-HELD ELECTRONIC DEVICES WHILE DRIVING

For the purpose of this policy, "hand-held electronic devices" includes but is not limited to, cell phones, computers, PDAs, and any other communication device.

Distractions significantly affect the focus needed to operate a motor vehicle safely. According to the Insurance Institute for Highway Safety, distracted driving including the use of cell phones, PDAs, and

other wireless mobile devices while driving makes the driver four times more likely to be involved in an injury causing accident.

Employees are prohibited from using cell phones or PDAs for work-related or personal matters while driving a County owned or leased vehicle whether the device belongs to the employee or issued by the County. If you must make a work-related call while driving, you must wait until you can pull over and stop in a safe and legal location before placing your call. If you receive a work-related call while driving, you must ask the caller to wait while you pull over and stop in a safe, legal location. If you are unable to pull over safely, you must inform the caller that you will have to call them back while not driving.

Employees may use hands-free equipment to make or answer calls while driving without violating this policy. County expects employees to keep these calls brief. If, because of weather, traffic conditions, or any other reason, the employee is unable to concentrate fully on the road, the employee must either end the conversation or pull over and stop in a safe, legal location.

The only exception to the above policy is an emergency called for situations such as a fire, traffic, accident, road hazard, weather, or medical emergency. In such cases, the communications should be as short as reasonably necessary to communicate the nature of the emergency, location, etc.

Employees are prohibited from using text messaging, e-mail or any similar form of electronic communications while operating a County owned or leased vehicle.

(11) DISCIPLINARY ACTION

Immediate and positive corrective action is required for violations of policy directly associated with saving lives, preventing injuries, or eliminating expensive lawsuits. Disciplinary action shall be taken when any person causes injury to himself or others, or destroys or damages equipment by willfully violating work rules, disregarding traffic regulations or demonstrating an attitude of indifference or defiance.

Elected Officials and Department Heads shall have latitude in determining the extent of disciplinary action to be taken within their departments; however, a continuation of this latitude is dependent upon the adequacy of action taken. A County employee involved in a preventable collision or demonstrating questionable driving capabilities shall be reassigned to non-driving tasks.

Disciplinary action resulting from safety violations shall be monitored closely by Elected Officials and Department Heads and in cases where little or no action is taken, those Elected Officials and Department Heads responsible shall be required to justify their lack of action upon request from the County Administrator. The County Administrator reserves the right to supersede Elected Officials' and Department Heads' disciplinary action if he deems the response is inadequate for the offense.

Any employee who deliberately and/or willfully violates and/or circumvents the County Owned or Leased Vehicle Use Policy shall be subject to loss of County vehicle privileges and be subject to other applicable disciplinary action up to and including discharge.

(12) POLICY REVIEW

County Administration and Human Resources shall review the County Owned or Lease Vehicle Use policy as needed, and is subject to change at any time. The policy is located on the County's internet

site-Employee Resource Center under forms/manuals/policies. Elected Officials and Department Heads are encouraged to review this policy with their staff annually.

EXHIBITS

Exhibit A: County Owned Vehicle Use Authorization Form

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

EXHIBIT A
COUNTY OF WINNEBAGO
COUNTY OWNED OR LEASED VEHICLE USE AUTHORIZATION

Employee Name: _____

Home Department: _____ Division: _____

Home Address: _____ City, State, Zip: _____

CHECK THE STATEMENT(S) THAT BEST DESCRIBES THE EMPLOYEE'S VEHICLE USE AUTHORIZATION

- ☐ Employees issued a specific County owned vehicle complete this section (Undercover Deputies are exempt)

Vehicle VIN #: _____

License Plate Number: _____ Make/Model/Year/Color _____

- ☐ Commuter Mileage (one-way): _____ Vehicle Fleet Number: _____
Commuter miles over 30 miles from home to home department must be approved by Elected Official/Department Head and County Administrator.

- ☐ Vehicle for use during working hours, vehicle remains parked at a County facility overnight and when not in use during working hours.

- ☐ Employee's authorized use of a County owned vehicle is limited to a department pool vehicle, when necessary.

- ☐ Employee is required to be on-call on a recurring basis beyond normal working hours, and when called out, requires immediate travel from home to a location where specific skills, services, tools, equipment, or supplies are necessary.

- ☐ Employee must leave directly from home to variable work areas in which travel to a County facility to obtain a vehicle would result in significant amount of unnecessary travel time and loss of productive hours.

- ☐ Other. A written explanation is required. (Please attach)

NOTE: Commuter value of a County owned vehicle is a fringe benefit that generates a tax liability for the employee. An employee commuting between work and home in a vehicle provided by the County is taxable. Personal use of County owned vehicles is strictly prohibited as outlined in the County Owned or Leased Vehicle Use Policy.

- ☐ **I acknowledge that I have read and received a copy of the County Owned or Leased Vehicle Use Policy. I understand the contents and agree to comply with the policy. Failure to comply with the policy is considered a violation of work rules.**

Employee's Signature

Date

Elected Official/Department Head Signature ☐ Approved ☐ Denied

Date

Employee reports commuter miles over 30 miles from home to home department.

☐ Approved ☐ Denied

County Administrator's Signature ☐ Approved ☐ Denied

Date

Employee reports commuter miles over 30 miles from home to home department.

☐ Approved ☐ Denied

THIS FORM MUST BE COMPLETED ACCORDING TO THE COUNTY OWNED OR LEASED VEHICLE USE POLICY

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

Submitted by: Operations & Administrative Committee

2018CO

**AN ORDINANCE AMENDING CHAPTER 50 OF THE
WINNEBAGO COUNTY CODE**

WHEREAS, Article III of Chapter 50 of the Winnebago County Code regulates the operation of food establishments in Winnebago County (“County Food Code”); and

WHEREAS, the Winnebago County Health Department will be recommending adoption of the 2013 FDA Food Code effective January 1, 2019, as required by the Illinois Department of Public Health; and

WHEREAS, in order to assist food establishments in Winnebago County with transitioning to the new FDA Food Code, the Health Department will be proposing a staggered schedule for applying for annual permits based on risk; and

WHEREAS, Section 50-76 currently provides that all annual permits for food establishments in Winnebago County will expire on November 30; and

WHEREAS, the Health Department’s proposed schedule will result in permits expiring on March 30 for high risk food establishments, June 30 for medium risk, and September 30 for low risk; and

WHEREAS, to transition into the new schedule, the Health Department recommends that all current permits be extended to the new renewal dates and that all new permits be issued on a prorated basis until the new renewal dates.

NOW, THEREFORE, BE IT ORDAINED by the County Board for the County of Winnebago, Illinois, that Article 50, Section 50-76, Subsection (1) of the County Food Code be amended as follows (with Subsections (2) through (6) of Section 50-76 to remain as previously approved on February 23, 2017):

Section 50-76. Permit – Required.

1. Transferability; validity; expiration. It shall be unlawful for any PERSON to operate an annual or temporary FOOD ESTABLISHMENT or hold a SPECIAL EVENT within the county who does not possess a valid PERMIT issued to him by the HEALTH OFFICER. Only a PERSON who complies with the requirements of this Code shall be entitled to receive and retain such a PERMIT. PERMITS shall not be transferable from one PERSON or place to another PERSON or place. A valid PERMIT shall be posted in an area accessible to public view in every FOOD ESTABLISHMENT. ~~All annual PERMITS shall expire on November 30 of each year.~~ All TEMPORARY FOOD ESTABLISHMENT / SPECIAL EVENT PERMITS shall expire on the date indicated on the application / PERMIT. All annual PERMITS set to expire on November 30, 2018, shall be extended as follows:

- a. Annual PERMITS for CATEGORY I FACILITIES shall be extended to March 31, 2019.
- b. Annual PERMITS for CATEGORY II FACILITIES shall be extended to June 30, 2019.
- c. Annual PERMITS for CATEGORY III FACILITIES shall be extended to September 30, 2019.

Effective January 1, 2019, annual PERMITS will expire each year according to risk group on the following dates:

CATEGORY I FACILITIES: March 31

CATEGORY II FACILITIES: June 30

CATEGORY III FACILITIES: September 30

BE IT FURTHER ORDAINED that if any section, subsection, sentence, clause, phrase, or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, independent, and severable provision and such holding shall not affect the validity of the remaining provisions hereof.

BE IT FURTHER ORDAINED that this Ordinance shall be in full force and effect immediately upon its adoption, and the County Clerk is hereby directed to distribute a certified copy of this Ordinance to the Public Health Administrator.

Respectfully submitted,
OPERATIONS & ADMINISTRATIVE COMMITTEE

AGREE

DISAGREE

Gary Jury, Chairman

Gary Jury, Chairman

Angie Goral

Angie Goral

Joe Hoffman

Joe Hoffman

Dorothy Redd

Dorothy Redd

Eli Nicolosi

Eli Nicolosi

Keith McDonald

Keith McDonald

Jean Crosby

Jean Crosby

APPROVED this _____ day of _____, 2018 by the County
Board of the County of Winnebago, Illinois.

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

Attested by:

Tiana J. McCall
Clerk of the County Board
of the County of Winnebago, Illinois

Ayes: _____ Nays: _____ Absent: _____

NEW BUSINESS

THOMAS R. HODGES

Hodgesfamily05@gmail.com
8941 N. Sunnyside Dr. Byron IL 61010
309-241-6938

EXPERIENCE

Winnebago County – Supervisor of Assessments Office – Chief Deputy

03/19/2018 – Present

- Oversee administrative staff
- Assist in operating department within budget set by County Board
- Run and analyze a myriad of reports related to the tax assessment cycle
- Compile reports and provide support for annual Township Assessor meetings
- Assist the CCAO in balancing Tentative and Final Abstracts
- Provide contingency support for completion of sales ratio studies
- Compile and publish annual assessment Changes and mail change notices
- Provide administrative support for the Board of Review
- Resolve escalated taxpayer issues/problems
- Facilitate cyclical Homestead Exemption maintenance
- Process certificates of error
- Compile and track payroll
- Office supply ordering and procurement
- Track and fulfill FOIA requests
- Assist in the hiring and performance review of staff
- Provide support for monthly Tax Cycle Committee meetings
- Maintain and edit Supervisor of Assessments website
- Track Open Space parcels and apply assessments
- Aid in streamlining workflow processes
- Collaborate with inter-department offices to ensure tax cycle deadlines are met
- Calculate estimated and pro-rated tax bills

Winnebago County – Supervisor of Assessments Office – Parcel Maintenance Specialist

11/16/2015 – 03/16/2018

- Maintain and edit the Winnebago County GIS parcel database map
- Process Tax parcel revisions in accordance with tax cycle deadlines
- Analyze various legal instruments to determine proper parcel boundaries for tax assessment purposes
- Write tax legal descriptions for tax assessment purposes
- Create, retire, and amend Parcel Identification Numbers in DevNet
- Edit the Farm Land Use map layer and import changes into DevNet
- Assist in developing and documenting mapping department procedures
- Communicate with inter-department offices as well as attorneys, title companies, and surveyors in order to resolve parcel issues

EDUCATION

Northern Illinois University

Bachelor of Science: Environmental Energy Studies

May 16th 2015

- GPA – 3.6
- Cum Laude

Illinois Central College

Associate in Arts & Science: General Studies

December 18th 2010

- Phi Theta Kappa National Honor Society

PROFESSIONAL DEVELOPMENT

- **Certified Illinois Assessing Officer (CIAO): IPAI August 2018**
- **Rockford Leadership Alliance member: September 2018**
- **Certificate in Geographic Information Systems: Northern Illinois University 2015**

SKILLS

- Proficient in the following software applications:
 - DevNet Assessment Administration
 - MyDec
 - GIS including ESRI's ArcGIS suite of programs, Intergraph GeoMedia, & QGIS
 - Laredo Land Records Document Search Engine
 - Microsoft Office suite, including Word, Access & Outlook
 - Advanced skill set in Excel: VBA, Conditional Formula, Vlookup, etc...
 - DWG AutoCad viewer
 - Adobe Acrobat Pro
- Working knowledge of the following assessment and tax cycle related disciplines
 - Property Valuation
 - Cost Approach
 - Sales Comparison Approach
 - Income Approach
 - Role of the Board of Review and its rules and regulations
 - Role of the Property Tax Appeal Board
 - Sales ratio studies and their role in equalizing assessments
 - Homestead and Non-Homestead exemptions
 - Budget and levy Cycle
 - Statutory responsibilities charged upon the Supervisor of Assessments Office
- Knowledgeable in various cartography applications including parcel management
- Excellent written and verbal communicator
- Excellent analytical skills with the ability to analyze situations accurately and effectively as well as work within a deadline
- Excellent interpersonal skills and the ability to successfully communicate with a variety of personality types.
- Operates under a high level of integrity and personal accountability

BOARD APPOINTMENTS



Executive Summary

Date: November 3, 2018

From: County Board Chairman Frank Haney

Topic: **Board Appointment**

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

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

Recommendation: County Board Chairman Frank Haney recommends the following person(s) to serve as County appointees.

.....
Matt Lawrence of Rockford, Illinois, 61101 to serve a 3-year term from November 2018 – April 2021 on the Northwest Fire Protection District.

Attached: curriculum vitae

About the Winnebago County Northwest Fire Protection District	
Location:	3222 N. Central Ave, Rockford, IL 61101
Service Description:	Provides fire emergency, medical and other life safety services to residents of Machesney Park and unincorporated Winnebago County
Board Composition:	Three trustees appointed by the Winnebago County Board Chairman with advice and consent of the County Board
Compensation	Not applicable
Origin of Entity:	Fire Protection District Act (70 ILCS 705/1)
Property Tax/Funding:	District levies on annual property tax, charges for services and replacement tax
Consolidation/ Dissolution Plans:	<i>If applicable</i>

**LOUIS C. BOWMAN
ATTORNEY AT LAW**

**Rockford Office
401 West State Street #201
Rockford, Illinois 61101**

**Fax: (815) 335-7053
Cel: (815) 494-2080
lcbofc@aol.com**

**Winnebago Office
503 South Goodling Street
Winnebago, Illinois 61088**

October 9, 2018

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

ATTN: Stacy Mullins, Room 533

Re: Northwest Fire Protection District; retirement of Trustee Phillip Timm as Trustee and proposed appointment of Matt Lawrence as Trustee to replace Phillip Timm.

Dear Mr. Haney:

To confirm my oral notice to Ms. Stacy Mullins of your staff some time ago, after my submission of a letter to you requesting the reappointment of Phillip Timm for another three year term as Trustee of Northwest Fire Protection District, pursuant to direction of Mr. Timm and the other two Trustees, Mr. Timm advised the Board of Trustees that for personal and family reasons he could not stand for reappointment.

The Board of Trustees have been considering available and appropriate replacement for the vacancy of Trustee upon the retirement of Mr. Timm. The Trustees of Northwest Fire Protection District have directed me to inform you and request the appointment of Mr. Matt Lawrence, 1117 Key West Ct., Machesney Park, IL 61103, as Trustee of Northwest Fire Protection District in place of Phillip Timm for the three (3) year term ending April 30, 2021.

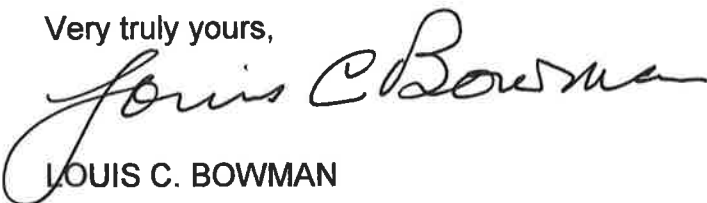
Therefore, I have been asked by the Board of Trustees of Northwest Fire Protection District and Mr. Matt Lawrence specifically, to inform you that he is available for and desirous of appointment as Trustee for the three (3) year term ending April 30, 2021.

Mr. Lawrence has lived and raised his family in the Northwest Fire District since 2005. He is a career firefighter with Rockford Fire Department since 1999 and firefighter and paramedic starting in 1994. Mr. Lawrence enjoys the support of the volunteers, the remaining trustees, and the Northwest Fire Protection District community. The appointment of Matt Lawrence as Trustee for the three (3) year term will ensure the continued effective and efficient governance of Northwest Fire Protection District into the future.

Therefore, the Board of Trustees and the volunteer leadership support the submission of Matt Lawrence for appointment as Trustee of the Northwest Fire Protection District for the three (3) year term ending April 30, 2021.

If you have any questions, or if you wish to discuss this matter with Mr. Lawrence at 815-703-2148, or Trustee Gregory Gill at 815-494-2027 or Charles Barnes at 815540-7961 or myself at 815-494-2080 do not hesitate to call. A brief resume is attached.

Very truly yours,

A handwritten signature in cursive script that reads "Louis C. Bowman". The signature is fluid and elegant, with the first letters of each word being capitalized and prominent.

LOUIS C. BOWMAN

Enc. a/s

Matt Lawrence

1117 Key West Ct.
Machesney Park, IL 61103
815-703-2148
Birdlaw@comcast.net

September 18, 2018

To whom it may concern,

I am interested in becoming a trustee for the Northwest Fire Protection District. My career in the fire service began in 1992 when I became a fire explorer with the Wauconda, IL Fire Protection District. In 1994 I was hired as a paid on call firefighter and in 1996 became a full time Firefighter/Paramedic for Paramedic Services of Illinois where I worked for the Carol Stream Fire Department. I was hired by the Rockford Fire Department in 1999 where I currently serve as a lieutenant on Ladder 2. During my 20 years in Rockford I have served on many committees that involve equipment purchases, budgeting, and writing policies for the department.

My family and I have lived in the district since 2005. My wife Jennifer is the Executive Director of Special Education for Rockford Public Schools. We have been married for 16 years and have two girls, Addisen (11) and Kinsey (7). In our free time we enjoy biking, boating on the Rock River and attending IceHog games.

I believe I have the experience and expertise to work with the team of trustees to provide guidance and oversight to keep the Northwest Fire Protection District on its current positive path.

Sincerely yours,

A handwritten signature in dark ink, appearing to read 'Matt Lawrence', with a long horizontal flourish extending to the right.

Matt Lawrence