



WINNEBAGO COUNTY

— ILLINOIS —

REVISED

AGENDA

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

Thursday, December 13, 2018

6:00 p.m.

1. Call to Order Chairman Frank Haney
2. Agenda Updates Chairman Frank Haney
3. Roll Call Clerk Lori Gummow
4. Invocation Board Member Jean Crosby
5. Awards, Proclamations, Presentations, Public Hearings, and Public Participation
 - A. Awards – “Chairman’s Service Award” – Received by Jody Schuld
 - B. Proclamations – None
 - C. Presentations – None
6. Public Comment Registered Speakers
Members of the public may address the Board by submitting their request no later than 2 hours prior to the start of the meeting. Contact www.wincoil.us or (815) 319-4225 for guidelines.
7. Meeting Minutes Clerk Lori Gummow
 - A. Approval of November 8, 2018 minutes
 - B. Layover of November 20 and December 3, 2018 minutes
8. Announcements & Communications Clerk Lori Gummow
 - 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. Economic Development Committee..... **Fred Wescott, Committee Chairman**
1. Committee Report
 2. Reconsideration of Resolution for Infrastructure Contribution for the I-90 and Riverside Blvd. area to the City of Loves Park using Host Fees
- B. Finance Committee **Jaime Salgado, Committee Chairman**
1. Committee Report
 2. **Budget Amendment 2019-013 Sheriff Attorney Fees to be Laid Over**
 3. **Resolution Authorizing County Contribution for State's Attorney's Appellate Prosecutor's Program**
- C. Zoning Committee **Jim Webster, Committee Chairman**
- Planning and/or Zoning Requests:
1. Z-15-18 A map amendment to rezone +/- 39.812 acres from the AG, Agricultural Priority District to the A2, Agricultural-Related Business District for property that is generally located on the southwest corner of where Berglund Road and N. Conger Road intersect in Pecatonica Township, District 1
 2. Committee Report
- D. Operations & Administrative Committee **Keith McDonald, Committee Chairman**
1. Committee Report
 2. Resolution Authorizing the Chairman of the County Board to Execute a Representation Agreement (River Bluff Collections)
 3. An Ordinance Adopting the 2013 Edition of the FDA Food Code and Amending Chapter 50 of the Winnebago County Code to be Laid Over
- E. Public Works Committee **Dave Tassoni, Committee Chairman**
1. Committee Report
 2. (18-032) Resolution Rescinding a Resolution Granting to the Illinois Bell Telephone Company Certain Rights in the Highways of the County of Winnebago
Cost: \$00.00 C.B. District: County Wide
 3. (18-033) Resolution Authorizing the Execution of a Local Public Agency Agreement for Federal Participation to Provide a Bridge Load Rating Study for Various County and Township Structures, Authorizing the Execution of a Preliminary Engineering Services Agreement for Federal Participation with Willett Hofmann & Associates, Inc. to Perform the Study and Appropriating the Local Share of Funds (Section 16-00634-00-ES)
Cost: \$00.00 C.B. District: County Wide
- F. Public Safety Committee..... **Aaron Booker, Committee Chairman**

1. Committee Report
2. Resolution Awarding Inmate Commissary, Kiosks and Banking Services

G. Personnel and **Policies** Committee.....**David Fiduccia, Committee Chairman**

1. Committee Report
- ~~2. Resolution Authorizing the Chairman of the County Board to Execute a Staffing Services Agreement for River Bluff Nursing Home (Favorite Healthcare Staffing)~~
3. Resolution Authorizing the Chairman of the County Board to Execute a Staffing Services Agreement for River Bluff Nursing Home (GrapeTree Medical Staffing)
4. Resolution Authorizing the Chairman of the County Board to Execute a Staffing Services Agreement for River Bluff Nursing Home (OneStaff Medical)
- ~~5. Resolution Authorizing County Contribution for State's Attorney's Appellate Prosecutor's Program~~

14. Unfinished Business **Chairman Frank Haney**

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

16. Adjournment **Chairman Frank Haney**

Next Meeting: Thursday, January 10, 2019

ANNOUNCEMENTS & COMMUNICATIONS



WINNEBAGO COUNTY

— ILLINOIS —

Announcements & Communications

Date: December 13, 2018

Item: Correspondence to the Board

Prepared by: County Clerk Lori Gummow

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

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

Background: The items listed below were received as correspondence.

1. County Clerk Gummow received from the United States Nuclear Regulatory Commission the following:
 - a. Federal Register / Vol. 83, No. 224 / Tuesday, November 20, 2018 / Notices
 - b. Byron Station, Units 1 and 2 – NRC Security Baseline Inspection Report 05000454/2018412; 05000455/201812
 - c. Braidwood Station, Units 1 and 2; Byron Station Unit Nos. 1 and 2; Calvert Cliffs Nuclear Power Plant, Units 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, Units 1 and 2; Peach Bottom Atomic Power Station, Units 2 and 3; Quad Cities Nuclear Power Station, Units 1 and 2; R.E. Ginna Nuclear Power Plant; and Thresh Mile Island Nuclear Station, Unit 1
 - d. Federal Register / Vol. 83, No. 233 / Tuesday, December 4, 2018 / Notices
 - e. Federal Register / Vol. 83, No. 233 / Tuesday, December 4, 2018 / Notices
 - f. Exelon Generation Company, LLC Fleet License Amendment Request to Adopt TSTF-439 (EPID L-2018-LLA-0297)
2. County Clerk Gummow received from Charter Communications a letter regarding Quarterly Franchise Fee Payment for the following:
 - a. Town of Rockton



WINNEBAGO COUNTY

— ILLINOIS —

- b. Town of Roscoe
 - c. Town of Harlem
 - d. Town of Rockton
- 3. County Clerk Gummow received from Charter Communications letters regarding changes in channel lineup for the following:
 - a. County of Winnebago
 - b. Township of Harlem
 - c. Township of Rockton
 - d. Township of Roscoe
- 4. County Clerk Gummow received from Comcast the following:
 - a. A letter regarding Price Changes
 - b. A letter regarding Xfinity TV Channel Updates
 - c. A letter regarding Star India Channel Updates
- 5. County Clerk Gummow received from Nancy McPherson, Winnebago Recorder the Monthly Report for November, 2018
- 6. County Clerk Gummow received from Theresa Grennan, Chief Deputy Winnebago County Treasurer the Investment Report for December 2018.

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

CHAIRMAN'S REPORT

ADMINISTRATOR'S REPORT

CONSENT AGENDA

RAFFLE APPLICATION REPORT

Presently the County Clerk's office has Raffle Applications submitted by
8 different organizations for 38 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
29917	1	HOLY FAMILY WOMEN'S GUILD	01/28/2019-02/28/2019	\$ 400.00
29918	1	ROCKFORD UNIVERSITY	12/15/2018-02/16/2019	\$ 3,000.00

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

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

The Following Have Requested A Class D, E, & F Limited Annual License

LICENSE #	# OF RAFFLES	NAME OF ORGANIZATION	LICENSE DATES	AMOUNT
29919	1	GAR GYMNASTIC BOOSTER CLUB	01/01/2019-12/31/2019	\$ 1,400.00
29920	1	NORTHERN ILLINOIS BPA FOUNDATION CHERRY BOWL	01/01/2019-12/31/2019	\$ 100.00
29921	1	NORTHERN ILLINOIS BPA FOUNDATION CHERRY BOWL	01/01/2019-12/31/2019	\$ 100.00
29922	1	NORTHERN ILLINOIS BPA FOUNDATION CHERRY BOWL	01/01/2019-12/31/2019	\$ 100.00
29923	1	NORTHERN ILLINOIS BPA FOUNDATION CHERRY BOWL	01/01/2019-12/31/2019	\$ 100.00
29924	1	NORTHERN ILLINOIS BPA FOUNDATION CHERRY BOWL	01/01/2019-12/31/2019	\$ 100.00
29925	1	NORTHERN ILLINOIS BPA FOUNDATION CHERRY BOWL	01/01/2019-12/31/2019	\$ 100.00
29926	1	NORTHERN ILLINOIS BPA FOUNDATION DON CARTER LANES	01/01/2019-12/31/2019	\$ 100.00
29927	1	NORTHERN ILLINOIS BPA FOUNDATION DON CARTER LANES	01/01/2019-12/31/2019	\$ 100.00
29928	1	NORTHERN ILLINOIS BPA FOUNDATION DON CARTER LANES	01/01/2019-12/31/2019	\$ 100.00
29929	1	NORTHERN ILLINOIS BPA FOUNDATION DON CARTER LANES	01/01/2019-12/31/2019	\$ 100.00
29930	1	NORTHERN ILLINOIS BPA FOUNDATION DON CARTER LANES	01/01/2019-12/31/2019	\$ 100.00
29931	1	NORTHERN ILLINOIS BPA FOUNDATION DON CARTER LANES	01/01/2019-12/31/2019	\$ 100.00
29932	1	NORTHERN ILLINOIS BPA FOUNDATION DON CARTER LANES	01/01/2019-12/31/2019	\$ 100.00
29933	1	NORTHERN ILLINOIS BPA FOUNDATION FOREST HILLS LANES	01/01/2019-12/31/2019	\$ 100.00
29934	1	NORTHERN ILLINOIS BPA FOUNDATION FOREST HILLS LANES	01/01/2019-12/31/2019	\$ 100.00
29935	1	NORTHERN ILLINOIS BPA FOUNDATION FOREST HILLS LANES	01/01/2019-12/31/2019	\$ 100.00
29936	1	NORTHERN ILLINOIS BPA FOUNDATION FOREST HILLS LANES	01/01/2019-12/31/2019	\$ 100.00

29937	1	NORTHERN ILLINOIS BPA FOUNDATION FOREST HILLS LANES	01/01/2019-12/31/2019	\$ 100.00
29938	1	NORTHERN ILLINOIS BPA FOUNDATION FOREST HILLS LANES	01/01/2019-12/31/2019	\$ 100.00
29939	1	NORTHERN ILLINOIS BPA FOUNDATION FOREST HILLS LANES	01/01/2019-12/31/2019	\$ 100.00
29940	1	NORTHERN ILLINOIS BPA FOUNDATION PARK LANES	01/01/2019-12/31/2019	\$ 100.00
29941	1	NORTHERN ILLINOIS BPA FOUNDATION PARK LANES	01/01/2019-12/31/2019	\$ 100.00
29942	1	NORTHERN ILLINOIS BPA FOUNDATION PARK LANES	01/01/2019-12/31/2019	\$ 100.00
29943	1	NORTHERN ILLINOIS BPA FOUNDATION PARK LANES	01/01/2019-12/31/2019	\$ 100.00
29944	1	NORTHERN ILLINOIS BPA FOUNDATION PARK LANES	01/01/2019-12/31/2019	\$ 100.00
29945	1	NORTHERN ILLINOIS BPA FOUNDATION PARK LANES	01/01/2019-12/31/2019	\$ 100.00
29946	1	NORTHERN ILLINOIS BPA FOUNDATION PARK LANES	01/01/2019-12/31/2019	\$ 100.00
29947	1	NORTHERN ILLINOIS BPA FOUNDATION VIKING LANES	01/01/2019-12/31/2019	\$ 100.00
29948	1	NORTHERN ILLINOIS BPA FOUNDATION VIKING LANES	01/01/2019-12/31/2019	\$ 100.00
29949	1	NORTHERN ILLINOIS BPA FOUNDATION VIKING LANES	01/01/2019-12/31/2019	\$ 100.00
29950	1	NORTHERN ILLINOIS BPA FOUNDATION VIKING LANES	01/01/2019-12/31/2019	\$ 100.00
29951	1	NORTHERN ILLINOIS BPA FOUNDATION VIKING LANES	01/01/2019-12/31/2019	\$ 100.00
29952	1	NORTHERN ILLINOIS BPA FOUNDATION VIKING LANES	01/01/2019-12/31/2019	\$ 100.00
29953	1	NORTHERN ILLINOIS BPA FOUNDATION VIKING LANES	01/01/2019-12/31/2018	\$ 100.00
29954	1	NOTHERN ILLINOIS BPA FOUNDATION CHERRY BOWL	01/01/2019-12/31/2019	\$ 100.00

This concludes my report

Deputy Clerk

Kayla Hilliard

LORI GUMMOW
Winnebago County Clerk

Date

13-Dec-18

ECONOMIC DEVELOPMENT COMMITTEE

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 fees to the City of Loves Park, Illinois for infrastructure improvements in the I-90 and Riverside Blvd area in the amounts and to be paid as follows: (i) \$600,000 prior to April 30, 2019; and (ii) \$1,100,000 to be paid in four consecutive annual installments of \$275,000 due on April 30th of each year beginning on April 30, 2020. The initial payment shall not be due or shall be refunded by the City of Loves Park if the proposed development at the northeast corner of I-90 and Riverside Blvd. of approximately 150,000 square feet does not occur. The annual installments shall only be due if the anchor business at that location is operating at the time the payment is due. Should the anchor business cease operations within five years of the last payment due date, the City of Loves Park shall refund to the County of Winnebago \$1,700,000. Prior

to any payment being made, the County of Winnebago and City of Loves Park shall enter into an intergovernmental agreement reflecting the terms set forth above.

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

FINANCE COMMITTEE

2019 Fiscal Year

Sponsored by:

Jaime Salgado, Finance Committee Chairman

Finance: December 13, 2018

Lay Over: December 13, 2018

Final Vote: January 10, 2019**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.

2019-013 Sheriff Attorney Fees

Reason: Budget Amendment is necessary to pay the first invoice submitted by the County Sheriff’s outside legal counsel. The fiscal year 2019 adopted budget did not include budget for outside legal representation for the County’s elected officials.

Alternative: None

Impact to fiscal year 2020 budget: Cannot be determined at this time.

Revenue Source: PSST

<u>Acct Description</u>	<u>Org</u>	<u>Obj</u>	<u>Pri</u>	
Legal fees	13500	43140		\$27,791
		<u>Total Adjustment:</u>		<u>\$27,791</u>

(AGREE)

Respectfully Submitted,
FINANCE COMMITTEE
(DISAGREE)

JAIME SALGADO,
FINANCE CHAIRMAN

JAIME SALGADO,
FINANCE CHAIRMAN

DAVID FIDUCCIA

DAVID FIDUCCIA

JOE HOFFMAN

JOE HOFFMAN

BURT GERL

BURT GERL

DAVID BOOMER

DAVID BOOMER

STEVE SCHULTZ

STEVE SCHULTZ

KEITH McDONALD

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:

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

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

2019
WINNEBAGO COUNTY
FINANCE COMMITTEE
REQUEST FOR BUDGET AMENDMENT

DATE SUBMITTED: 12/10/2018							
AMENDMENT NO: 2019-013							
DEPARTMENT: Administrative				SUBMITTED BY: Sheriff Gary Caruana			
FUND#: 0001 General Fund				DEPT. BUDGET NO. 13500			
Department Org Number	Object (Account) Number	Object (Account) Description	Adopted Budget	Amendments Previously Approved	Revised Approved Budget	Increase (Decrease)	Revised Budget after Approved Budget Amendment
13500	43140	Legal Fees			\$0	\$27,791	\$27,791
TOTAL ADJUSTMENT:						\$ 27,791	\$ 27,791
					Original Budget	Budget Amendments to Date Including Above Proposed Amendment	Proposed Revised Budget

Fund: General Fund

Fund:

Fund:

Reason budget amendment is required:
The County Sheriff petitioned the Court for outside legal counsel to represent him on budget and 911 related matters. The above requested budget amendment is for payment of the first invoice submitted by the County Sheriff's outside legal counsel.
Potential alternatives to budget amendment:
None. The fiscal year 2019 adopted budget did not include budget for outside legal representation for the County's elected officials.
Impact to fiscal year 2020 budget:
This is not know at this time. Administration is not aware of the Sheriff's plans for continued outside legal representation.
Revenue Source:
General Fund Fund Balance

**Ekl Williams
& Provenzale LLC**
Attorneys and Counselors at Law

December 7, 2018

Partners

Terry A. Ekl

Patrick J. Williams

Patrick L. Provenzale

Tracy L. Stanker

Kevin A. Halverson

Nemura G. Pencyla

Honorable Lisa Fabiano
17th Judicial Circuit Court
400 West State Street
Courtroom 412
Rockford, Illinois 61101

Our File No.
3630.000

Writer's Direct Dial No.
(630) 654-1624

Writer's Email Address
tekl@ekllaw.com

Re: *In Re: The Petition for Recusal of the Winnebago
County State's Attorney*
WCC# 2017-MR-0000885

901 Warrenton Rd., #175
Lisle, IL 60532
Ph: 630-654-0045
Fx: 630-654-8318

www.ekllaw.com

Dear Judge Fabiano:

Pursuant to Local Rule, enclosed please find a courtesy copy of our Petition for Payment of Attorney's Fees for Special State's Attorney Terry A. Ekl Pursuant to 55 ILCS 5/3-9008(c) currently set for presentation on December 13, 2018, at 9:00 a.m.

Thank you for your consideration in this regard.

Sincerely,
Ekl, Williams & Provenzale LLC


Terry A. Ekl

TAE/mn
Enclosure

cc. David J. Kurlinkus
Chief of State and Civil Bureau, State's Attorney's Office
w/Enclosures - via Email Transmission

3630.000

IN THE CIRCUIT COURT OF THE 17TH JUDICIAL CIRCUIT
WINNEBAGO COUNTY, ILLINOIS

**In Re: The Petition for Recusal of the
Winnebago County State's Attorney**

No.: 2017 MR 0000885
Honorable Lisa Fabiano
Courtroom 412

NOTICE OF FILING / PETITION AND CERTIFICATE OF SERVICE

TO: David J. Kurlinkus, Chief of Staff and Civil Bureau
Courthouse Building, Suite 804, 400 West State Street, Rockford, IL 61101

YOU ARE HEREBY NOTIFIED that on **Friday, December 7, 2018**, I have electronically filed with the Clerk of the Circuit Court of the 17th Judicial Circuit, Winnebago County, Illinois, the following: **Petition for Payment of Attorney's Fees for Special State's Attorney Terry A. Ekl Pursuant to 55 ILCS 5/3-9008(c).**

YOU ARE FURTHER NOTIFIED that I shall appear before the Honorable Lisa Fabiano, at **400 West State Street, Rockford, Illinois**, in Courtroom **412**, on the **13th day of December 2018**, at **9:00am**, or as soon thereafter as counsel may be heard, and then and there present the foregoing Petition.

I, Mary Nash, a non-attorney, being first duly sworn on oath, deposes and states that I served a true and correct copy of the foregoing notice and pleading upon the above-named attorney(s), by E-mail transmission at: dkurlinkus@wincoil.us

on **Friday, December 7, 2018.**

/s/ Mary Nash
☒ Under penalties as provided by law pursuant to 735 ILCS 5/1-109,
I certify that the statements set forth herein are true and correct

Terry A. Ekl [#00727105]
Nemura G. Pencyla [#6225825]
Ekl, Williams & Provenzale LLC
Two Arboretum Lakes
901 Warrenville Road, Suite 175
Lisle, IL 60532
(630) 654-1624
(630) 654-8318 Facsimile
tekl@eklwilliams.com
npencyla@eklwilliams.com
Attorneys for Petitioner

3630.000
STATE OF ILLINOIS)
)SS
COUNTY OF WINNEBAGO)

IN THE CIRCUIT COURT OF THE 17TH JUDICIAL CIRCUIT
WINNEBAGO COUNTY, ILLINOIS

In Re: The Petition for Recusal of the
Winnebago County State's Attorney

No.: 2017 MR 0000885

Honorable Lisa Fabiano
Courtroom 412

**PETITION FOR PAYMENT OF ATTORNEY'S FEES FOR
SPECIAL STATE'S ATTORNEY TERRY A. EKL PURSUANT
TO 55 ILCS 5/3-9008(c)**

NOW COMES the Petitioner, Terry A. Ekl, of Ekl, Williams & Provenzale LLC, and hereby moves this Court, pursuant to 55 ILCS 5/3-9008(c), order the County of Winnebago to pay his attorney's fees incurred in connection with his appointment to represent the Sheriff of Winnebago County and in support thereof states as follows:

1. This Court initially appointed Terry A. Ekl, as Special Prosecutor to represent the Sheriff of Winnebago County on October 17, 2017, for the limited purpose of advising and representing the Sheriff of Winnebago County in any potential lawsuit against Winnebago County regarding funding of the Winnebago County Sheriff's Office for fiscal year 2018. *See Order*, attached as **Exhibit A**.

2. The Order was entered after a hearing was conducted on the Winnebago County State's attorney's petition seeking same, based on that office's

inherent and direct conflict if required to represent and advise two separate and conflicted County Offices or Officers.

3. On August 23, 2018, this Court expanded the scope of appointment to include matters related to the operation and funding of the 911 Center. *See Order*, attached as **Exhibit B**.

4. On September 19, 2018, this Court expanded the scope of the appointment to include representation of the Sheriff of Winnebago County in connection with disputes with the Winnebago County Board over the funding of the sheriff's office in the fiscal 2019 budget. *See Order*, attached as **Exhibit C**.

5. Terry A. Ekl has not previously submitted a request for payment for work and his office engaged in over the last year.

6. This Petition for Fees is brought pursuant to 55 ILCS 5/3-9008(c) with notice being provided to Winnebago County.

7. Terry A. Ekl has attached as **Exhibit D**, an Affidavit regarding his experience and qualifications and current curriculum vitae, **Exhibit E**, in support of an hourly rate of \$225 per hour for the work performed by himself and attorneys under his direction.

8. As indicated in the Affidavit, Terry A. Ekl bills at the rate of between \$350 and \$450 per hour. On multiple occasions federal judges in the Northern District of Illinois have approved payment in civil rights cases of an hourly rate of \$400.

9. Terry A. Ekl has attached as **Exhibit F**, an itemized list of all activities engaged in pursuant to this Court's appointment orders through October 31, 2018. He has redacted certain activities which reflect attorney work product or matters dealing with privileged attorney/client communications.

10. As a further accommodation to the County of Winnebago and the fiscal difficulties facing the County, Terry A. Ekl will agree to reduce his bill by an additional 20% (\$6,947.00).¹

WHEREFORE, the Winnebago County Sheriff respectfully requests that this court issue an order requiring the County of Winnebago to pay Terry A. Ekl the sum of *Twenty-Seven Thousand Seven Hundred Ninety-One Dollars* (\$27,791.00) without undue delay.

Respectfully submitted by:

By: s/ Terry A. Ekl
Terry A. Ekl [#00727105]
Ekl, Williams & Provenzale LLC
Two Arboretum Lakes
901 Warrenville Road, Suite 175
Lisle, IL 60532
(630) 654-1624
(630) 654-8318 *Facsimile*
tekl@ekllwilliams.com

¹In the event Winnebago County objects to the payment of the requested fee, Terry A. Ekl reserves the right to withdraw.

Ekl, Williams
& Provenzale LLC

Attorneys and Counselors at Law

*In Re: The Petition for Recusal of the Winnebago County State's Attorney v.
Winnebago County Court Number: 2017 MR 0000885*

Exhibit A

STATE OF ILLINOIS
IN THE CIRCUIT COURT OF THE 17TH JUDICIAL CIRCUIT
COUNTY OF WINNEBAGO

FILED

Date: 10-12-17

In Re the Petition for Recusal of the
Winnebago County State's Attorney

)
)
)

2017 MR 885

Thomas A. Klein
Clerk of the Circuit Court

By 10 , Clerk
Winnebago County, Ill.

ORDER

The Court having considered the report of Chief Deputy Mark Karner and being advised that the Illinois Attorney General, the Illinois State's Attorneys Appellate Prosecutor, and the State's Attorneys of Boone, Ogle, Dekalb and Stephenson counties have declined to serve as Special Prosecutor for the Sheriff of Winnebago County;

IT IS ORDERED:

Pursuant to 55 ILCS 5/3-9008 (a-20), attorney Terry Ekl, of Ekl, Williams & Provenzale LLC, is appointed Special Prosecutor for the limited purpose of advising and representing the Sheriff of Winnebago County in any potential lawsuit against Winnebago County or its elected or appointed officials regarding funding of the Winnebago County Sheriff's Department for fiscal year 2018. Attorney Ekl's reasonable attorney's fees shall be paid from the Winnebago County General Fund.

The clerk is directed to mail a copy of this order to Chief Deputy Mark Karner of the Winnebago County Sheriff's Department.

Entered: 10-12-17



Circuit Judge Lisa R. Fabiano

Ekl, Williams
& Provenzale LLC

Attorneys and Counselors at Law

*In Re: The Petition for Recusal of the Winnebago County State's Attorney v.
Winnebago County Court Number: 2017 MR 0000885*

Exhibit B

STATE OF ILLINOIS
IN THE CIRCUIT COURT OF THE 17TH JUDICIAL CIRCUIT
COUNTY OF WINNEBAGO

CC - 75

FILE STAMP

In Re: The Petition for
Recess of the Winnebago State Bar

VS.

Case No. 2017 MR 885

ORDER

THIS matter coming before the Court on the Petition to
Expand the Appointment of Terry A. Ed entered by this Court
on Oct. 17, 2017 and following the arguments of counsel
and the Court being fully advised in the premises

IT IS Hereby Ordered:

THAT the aforesaid petition is granted and the
scope of the duties and authority of Terry A. Ed be
expanded as requested in the petition

Enter 8-23-18

Judge 

Ekl, Williams
& Provenzale LLC

Attorneys and Counselors at Law

*In Re: The Petition for Recusal of the Winnebago County State's Attorney v.
Winnebago County Court Number: 2017 MR 0000885*

Exhibit C

F23

STATE OF ILLINOIS
IN THE CIRCUIT COURT OF THE 17TH JUDICIAL CIRCUIT
COUNTY OF WINNEBAGO

CC - 75

FILE STAMP

On Re: The Petition for
Recusal of the Winnebago
State's Attorney

VS.

Case No. 2017 MR 885

ORDER

This matter coming before the Court on the Second
Petition to Expand the Appointment of Terry AED
which was originally entered on Oct. 17, 2017 and
the Court being fully advised in the premises

IT IS Hereby Ordered:

That the aforesaid petition is granted and the
scope and duties and authority of Terry AED be
expanded as requested in the petition

Enter 9-19-18

Judge 

Ekl, Williams
& Provenzale LLC

Attorneys and Counselors at Law

*In Re: The Petition for Recusal of the Winnebago County State's Attorney v.
Winnebago County Court Number: 2017 MR 0000885*

Exhibit D

STATE OF ILLINOIS)
) SS
COUNTY OF WINNEBAGO)

IN THE CIRCUIT COURT OF THE 17TH JUDICIAL CIRCUIT
WINNEBAGO COUNTY, ILLINOIS

In Re: The Petition for Recusal of the
Winnebago County State's Attorney,

No.: 2017-MR-0000885

Honorable Lisa Fabiano
Courtroom 412

AFFIDAVIT OF TERRY A. EKL

I, Terry A. Ekl, being first duly sworn under oath and affirmation, do hereby depose and state as follows on personal knowledge as to the matters stated herein:

1. That I am currently licensed to practice in the State of Illinois (since 1973), the United States District Courts for the Northern District of Illinois (since 1973), the Central District of Illinois (since 2006) and the Eastern District of Wisconsin (since 2007), and I have been a member of the trial bar of the Northern District of Illinois since 1983.

2. That I am licensed to practice in the Seventh Circuit Court of Appeals and have been since 1987.

3. That I am currently a partner in the firm of Ekl, Williams & Provenzale LLC, holding that interest since 1978. The firm name was Connolly & Ekl and Connolly, Ekl & Williams until 2006.

4. That from 1973 to 1978, I was an Assistant State's Attorney in Cook County, Illinois, where I prosecuted all types of felony cases, including in excess of one hundred (100) First Degree Murder cases.

5. That I have handled a variety of complex civil and criminal cases including prosecuting and defending claims in litigation in Federal Court brought under federal statutes, including Civil Rights claims and Title IX; wrongful death and tort claims in State court; and complex criminal cases in both Federal Court and State Court. On one case involving an early Rule 68 Offer of Judgment, the Court approved my reasonable hourly rate for work in 2008 and 2009 on a §1983 Fourth Amendment claim at \$400/hour. Suntken v. Garza, 08 CV 4383. Also, on another recent fees issue after an Offer of Judgment, Judge Eugene Kennelly approved my hourly rate for a straightforward excessive force claim at \$400 per hour, 12 C 2328.

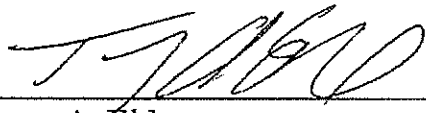
7. As for other matters, I typically charge hourly billing clients, depending on the client, the complexity of the issues and the demand involved, hourly rates ranging from \$350/hour to \$450/hour. For example, in 2011, my firm was retained by Google, Inc., as local counsel in a shareholder class action, in which my approved hourly rate is \$400/hour. Beginning in 2008, my firm was retained by Navistar International Corporation and since that time I have represented Navistar in both state and federal court at a rate of \$375/hour. In 2009, my firm was retained by FONIA International in a trade secret and breach of contract case and my hourly rate is \$385/hour. In 2011, my firm was retained by Ecolab, Incorporated to defend it in a

shareholder class action to enjoin a multi-billion dollar merger and my hourly rate is \$400/hour. I currently represent several individuals at the rate of \$450 per hour.

8. I have reviewed the computerized billing records for Ekl, Williams & Provenzale LLC attached to the Petition for Fees as Exhibit F. These records are maintained in the ordinary course of our firm billing records, and are a true and accurate record of the work and correlative time expended by me in the prosecution of this case on behalf of my client.


9. The entries therein reflect the type of customary entries by description and detail that are accepted and paid by my hourly-fee paying clients.

Further Affiant Sayeth Naught.

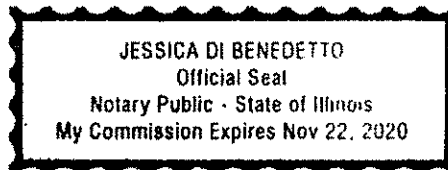


Terry A. Ekl

Subscribed and Sworn to before me
this 6th day of December 2012



Notary Public



Ekl, Williams
& Provenzale LLC

Attorneys and Counselors at Law

*In Re: The Petition for Recusal of the Winnebago County State's Attorney v.
Winnebago County Court Number: 2017 MR 0000885*

Exhibit E

Terry A. Ekl
Ekl, Williams & Provenzale LLC
Attorneys and Counselors at Law
Two Arboretum Lakes
901 Warrenville Road, Suite 175
Lisle, Illinois 60532
Phone: (630) 654-1624
tekl@eklwilliams.com

Educational History

Hinsdale Central High School, Hinsdale, Illinois.

Northwestern University, Evanston, Illinois.
Degree: Political Science, 1970

University of Illinois, Champaign-Urbana, Illinois.
Degree: Juris Doctor, 1973

College Awards and Honors

All-Big Ten Academic Football Team *1968 -1969*
President Delta Upsilon Fraternity

Legal Experience

Admitted to Practice

State of Illinois *1973*
Supreme Court of Illinois, *1973*
Federal District Court, Northern District of Illinois, *1973*
Federal Trial Bar, Northern District of Illinois, *1983*
United States Supreme Court, *1987*
Federal District Court, Central District of Illinois, *2006*
Federal District Court, Eastern District of Wisconsin,
2007

1973 - 1977

Assistant State's Attorney's Office, Cook County, Illinois.
Felony Trial Division

1978 - 1988

Partner, Connolly & Ekl, P.C.
Clarendon Hills, Illinois 60514

1988 - 2006

Partner, Connolly, Ekl & Williams, P.C.
Clarendon Hills, Illinois 60514

2006 - 2011

Partner, Ekl Williams PLLC
Lisle, Illinois 60532

2011 - present

Partner, Ekl, Williams & Provenzale, LLC
Lisle, Illinois 60532

Type of Practice

- General Trial Practice, Trial and Appellate Litigation in State and Federal Court. Tried in excess of 100 jury trials and 1000 bench trials both criminal and civil cases.

Clients represented:

- In the fall of 2012, was lead counsel in representing Karolina Obrycka in a Federal civil rights suit against Chicago police officer Anthony Abbate and the City of Chicago. Karolina Obrycka, while working as a bartender, was savagely beaten by Abbate who was off-duty at the time. In what has been described as a landmark decision, the jury found that there was a long-standing and pervasive "code of silence" within the Chicago Police Department to cover-up police officer misconduct.
- Represented John Harris, the former Chief of Staff to impeached Illinois Governor Rod R. Blagojevich. Mr. Harris was indicted in connection with corruption efforts of Governor Blagojevich. Mr. Harris was sentenced to two years probation and ten days incarceration in connection with his role in Blagojevich's attempt to sell the senate seat of Barack Obama.
- Represented Louis Bianchi, the elected State's Attorney of McHenry County who was indicted by a special prosecutor in two separate cases. The first case went to trial in March of 2011 and the judge entered a directed finding of not guilty on all charges. The second case was tried in August of 2011 and Mr. Bianchi was found not guilty following a directed finding by the judge.
- Represented Alstory Simon who was freed from custody after having served 16 years for murders he did not commit. This case was the subject matter of a film called *"Murder in the Park"*. The civil suit against Northwestern University and Professor David Protess was settled in July of 2018
- *Represented the following professional athletes*
 - Derrick Rose
 - Denis Savard
 - Chris Chelios

- Starlin Castro
- Ed Olczyk
- Current representation of various plaintiffs against the Chicago Police Department alleging violations of the Federal Civil Rights Act.
- Represented Peter Burchard, the former Village Manager of Naperville, who was sued in Federal Court by Councilman Richard Furstenau. The allegations were ultimately dismissed.
- Represents a group of plaintiffs who have sued the LaSalle County Sheriff in the Federal District Court for the Northern District of Illinois as a result of a policy of illegal strip searches.
- Represented former Edgar County State's Attorney, Michael McFatrige, in a civil rights action in the Federal District Court, Central District of Illinois, 2006. This case involved an allegation of the wrongful conviction of two murder defendants.
- Represents eleven young girls victimized by Michael Cardamone, their former gymnastics coach in a civil action.
- Represented the family of one of the thirteen young people who died in the Lincoln Park porch collapse tragedy
- Represented the family of a young boy who, while unarmed, was shot sixteen times by four Chicago Police officers. The case was successfully settled in 2015.
- Represented former Marshall High School boys basketball coach. Lamont Bryant, who received \$500,000 from the Chicago Board of Education as a result of his wrongful termination as basketball coach.
- One of seven attorneys appointed as Special State's Attorney to represent former DuPage County State's Attorney and DuPage County Sheriff's Police Officers in the *DuPage Seven*. A jury verdict was reached and the defendants were acquitted of all charges filed against them. *People v. Knight, 18th Judicial Circuit Court Number 96 CF 2589*.
- Special Assistant State's Attorney in DuPage County to represent DuPage County in the Federal civil rights litigation filed in connection with the Jeanine Nicarico murder case.

- Represented the Chief of Police of Mt. Prospect and the Village of Mt. Prospect in connection with allegations of racial profiling. This representation included the defense of the underlying claims filed in Federal Court, an internal investigation into the alleged pattern of racial profiling of motorists by Mt. Prospect police officers, defense of a class action law suit and an investigation conducted by the Department of Justice into the allegations of racial profiling.
- In 2008 conducted an investigation at the request of the Village of Park Ridge into allegations of misconduct within the Park Ridge Police Department.
- In 2013-14 conducted an investigation of the Lake County Jail related to the deaths of two inmates.
- In 2013 conducted an investigation into allegations that the DuPage County Sheriff relating to allegations that promotions and discipline of deputies was related to political contributions.
- In 1983, hired as a Special Assistant State's Attorney for Cook County to conduct an investigation into allegations of misconduct in the Cook County Medical Examiner's Office.
- Representation of House Minority Leader Lee Daniels and the House Republicans in the 2000 Redistricting which included trial before a three judge panel and appeals filed before the Illinois Supreme Court.
- Representation of municipalities and governmental agencies and/or employees in Federal Civil Rights litigation including the following:
 - Village of Mt. Prospect
 - City of Chicago
 - Town of Cicero
 - City of St. Charles
 - County of DuPage
 - City of Naperville
 - County of DeKalb
 - McHenry County
- Chemical and toxic tort litigation matters. Lead attorney in the matter filed on behalf of the employees of the DuPage County Courthouse, entitled *Bostick, et al. v. Hellmuth, Obata & Kassumbaum, Inc., et al., Circuit Court Number 92 L 1695*.

- Representation of Western DuPage Recycling and Transfer Station application for siting in DuPage County, Illinois
- Represented Flavors of North America in trade secret litigation alleging the misappropriation of flavor formulas. The case was successfully concluded by settlement in 2017
- Current representation of the family of Corey Walgren against the City of Naperville and the Naperville North High School administration as a result of the actions of the defendants in causing the suicide of Corey Walgren.
- Representation of a football player at Wheaton College who sustained serious injuries as a result of a hazing incident which resulted in the indictment of five (5) members of the football team. The case was settled in September of 2018.
- Defense of the County of McHenry and members of the State's Attorney's Office in connection with a civil rights case filed by Shawn Lamb. The case was dismissed by the Federal District Court in 2018.
- Defense of the County of DeKalb and members of the State's Attorney's Office in connection with a civil rights case filed by Jack McCullough. This case is pending.
- *Corporate Clients*
 - Navistar International, Inc.
 - Mid-America Federal Savings and Loan
 - Google, Inc.
 - OfficeMax, Incorporated
 - Ecolabs, Inc.
 - Tomy, Inc.
 - Koch Industries
 - Suntory Industries
 - Flavors of North America

Professional Associations:

- Inductee as a Fellow of the American College of Trial Lawyers, *2006*
- Member of the Upstate Illinois membership committee for the American College of Trial Attorneys from *2009-present*.
- Committee member of the Illinois Supreme Court Illinois Pattern Jury Instruction (Criminal IPI) from, *2003 - present*.
- DuPage County Bar Association:
 - President of DuPage County Bar Association, *1996 - 1997*
 - Chairman Criminal Law Committee, *1992*
 - 2nd Vice President DuPage County Bar Association, *1995 - 1996*
 - Chairman of the Judiciary Committee, *1997 - 1999*
 - Member Judiciary Committee, *1994 - 1996*
 - Chicago Bar Association Defense of Indigent Prisoners Committee, *1982 - 1984*

Political Involvement

- Campaign Manager for Joseph Birkett, elected DuPage County State's Attorney in, *1996*
- Chairman, Campaign Committee for Robert Schillerstrom elected County Board Chairman of DuPage County in, *1998*
- Finance Chairman for Justice Robert Thomas when he was elected to the 2nd District Appellate Court, *1992*
- Committee to Elect Judge Robert Bryne for Circuit Court Judge, *1990*
- Finance Chairman for Judge John Elsner for Circuit Court Judge, *1996*
- Finance Chairman for Judge Jeff MacKay for Circuit Court Judge, *2018*

Community Activities

- President, DuPage Bar Foundation, *1997 - 1998*
- Chairman, DuPage Family Fun Days to Benefit Special Olympic Athletes, *1996 - 1998*
- Vice President of the West Suburban Foundation for Disabled Veterans, *2005 - present*
- Volunteer baseball coach Wheaton Park District, *1995 - 2002*
- Volunteer football coach at St. Michaels grade school, *2000 - 2003*
- Volunteer football coach at Wheaton-Warrenville South High School, *2004 - 2015*

Military Background

- United States Marine Corp. Reserve, *1969 - 1973*.
First Lieutenant
Honorable Discharge in *1973*

Litigation Experience

- A partial list of cases handled is available upon request

Ekl, Williams
& Provenzale LLC

Attorneys and Counselors at Law

*In Re: The Petition for Recusal of the Winnebago County State's Attorney v.
Winnebago County Court Number: 2017 MR 0000885*

Exhibit F

Ekl Williams
& Provenziale LLC
Attorneys and Counselors at Law

901 Warrenville Road, Suite 175
Lisle, IL 60532
(630) 654-0045

WINNEBAGO COUNTY SHERIFF'S OFFICE
650 WEST STATE STREET
ROCKFORD, IL 61102-2201

Client No.: 3630-000
Statement Date: 10/31/2018
Statement No.: 1
Page No.: 1

Payments received after 10/31/2018 are not included on this statement

	MUNICIPAL MATTER	BALANCE
3630-000	MUNICIPAL MATTER	<u>\$34,738.21</u>

A finance charge of 1.5% per month
will be assessed on all accounts past due 30 days.

PAYMENT DUE UPON RECEIPT

MAKE CHECKS PAYABLE TO EKL WILLIAMS & PROVENZALE LLC

All returned checks will be assessed a \$30.00 fee

CREDIT CARDS ACCEPTED (*Please see terms below)

Please Detach and Return This Portion With Your Remittance

Please Remit Payment to:

EKL WILLIAMS & PROVENZALE, LLC

901 Warrenville Road, Suite 175
Lisle, IL 60532

Mastercard ☐ Visa ☐ Discover ☐ Amex ☐

Card Number _____

Exp. Date _____ Zip Code _____

Name on Card _____

Authorized Signature

Amount Remitted: _____

Check No.: _____

Statement Date: 10/31/2018

Statement No. 1

Client No. 3630.000

INTEREST CHARGED ON UNPAID BALANCE AFTER THIRTY DAYS - 1.5% PER MONTH.

*By providing credit card information above, signing and submitting the remittance, you are authorizing Ekl Williams to charge the credit card for legal and/or costs for the dollar amount specified above. A processing fee of 2% of the charged amount will be assessed to all credit card charges.

Ekl Williams & Provenzale LLC

Attorneys and Counselors at Law

901 Warrenville Road, Suite 175
Lisle, IL 60532
(630) 654-0045

WINNEBAGO COUNTY SHERIFF'S OFFICE
650 WEST STATE STREET
ROCKFORD, IL 61102-2201

Client No.: 3630-000
Statement Date: 10/31/2018
Statement No.: 1
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RE: MUNICIPAL MATTER

MUNCIPAL MATTER

Payments received after 10/31/2018 are not included on this statement

			HOURS	
10/18/2017	TAE	Conference call with Sheriff and others.	1.00	225.00
11/01/2017	TAE	Telephone conference with Sheriff and others.	0.50	112.50
11/02/2017	TAE	Review draft of letter to county board; Make suggested changes; Email to clients.	1.00	225.00
11/17/2017	TAE	E-mails from and to Karner; Review documents regarding county finances.	1.00	225.00
11/20/2017	TAE	Meeting with Sheriff, Karner and Redmond; Review the draft of the letter to the County Board; Make edits and sent to sheriff; Additional emails from and to Karner; Review the summary of the sheriff's duty provided by client.	3.00	675.00
11/21/2017	TAE	Telephone conference with sheriff and others; Review the draft of the letter to the County Board; Email with suggested edits and revisions; Additional emails to and from Karner regarding the letter.	1.75	393.75
11/27/2017	TAE	Telephone conference with Karner; Begin review of material on fiscal matters provided by the sheriff and his staff; Email to Karner; Review the public safety sales tax ordinance.	1.75	393.75
11/28/2017	TAE	Telephone conference with client on meeting with Haney.	0.25	56.25
11/29/2017	TAE	Telephone conference with Karner; Email from Karner with attachments; Review of material to be discussed on meeting with Haney on Friday.	1.50	337.50
11/30/2017	TAE	Telephone conference with Karner; Review the description of the \$1.8		

WINNEBAGO COUNTY SHERIFF'S OFFICE
RE: MUNICIPAL MATTER

Client No.: 3630-000
Statement Date: 10/31/2018
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			HOURS	
		million; Prepare suggested points for meeting tomorrow.	1.25	281.25
12/01/2017	TAE	Telephone conference with Karner; Review latest spreadsheet regarding budget issues; Review material submitted by client.	1.50	337.50
12/08/2017	TAE	Meeting with client and his staff.	1.50	337.50
12/11/2017	TAE	E-mails from Karner; Call with Karner; Review recent news articles on funding issue; Review the Administrative Order # 2017-30; Emails from and to clients regarding communication from Haney regarding sheriff's attorney; Draft message for client to send to Haney; Additional emails with Karner and client; Conference with Nemura Pencyla regarding status of research on the accounting action; [REDACTED]	3.00	675.00
12/18/2017	TAE	E-mail to Karner on the supplemental appropriation issue; Series of emails dealing with the request for supplemental budget; Additional emails regarding supplemental budget; Call with clients; [REDACTED] Series of emails with clients over the Public Safety Sales Tax (PSST) documents; Conference with Nemura Pencyla concerning research on the lawsuit.	4.00	900.00
12/19/2017	TS NGP	Office conference with Terry A. Ekl and Nemura Pencyla regarding strategy. Online Legal Research on County Jails Act and cases re:sufficient staffing of jails.	0.50 1.25	112.50 281.25
12/20/2017	TAE	Telephone conference with Karner; Meeting with Nemura Pencyla; Email to Karner with questions; Email from Karner with information; Response to Karner; Additional series of emails to Karner and others; Call with Karner.	1.75	393.75
12/21/2017	TAE	Series of emails concerning variety of issues including the income and expenses from the PSST funds; Conference with Nemura Pencyla on the draft of the lawsuit; Call with client; Call with Karner; Review the 2013 Moody's letter on Winnebago County financial status; Additional emails from and to Karner.	2.75	618.75
12/22/2017	TAE	Review the documents regarding the prior requests of the sheriff for additional funding; Emails to and from clients; Calls with Karner concerning the prior FOIAs and the report of ASCME; Series of conferences with Nemura Pencyla over drafting of law suit; Meeting with Pat Williams on the drafting of the complaint.	2.50	562.50
12/28/2017	NGP TAE	Review of proposed budget for 2018. Series of emails dealing with FOIA to county for PSST records.	0.75 0.50	168.75 112.50
12/29/2017	DDN MN	Preparation of email to Auditor re: FOIA request (NO CHARGE) Accessed County's website for FOIA Officer information and request form; Conferences with Terry A. Ekl; Prepared FOIA to Auditor and sent via email transmission; Prepared FOIA to Winnebago County Board and sent via Certified Mail	0.25	18.75
	TAE	E-mail to and from clients regarding FOIA; Prepare FOIA for the County	0.75	n/c

WINNEBAGO COUNTY SHERIFF'S OFFICE
RE: MUNICIPAL MATTER

Client No.: 3630-000
Statement Date: 10/31/2018
Statement No.: 1
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			HOURS	
		Board and Auditor.	0.50	112.50
01/03/2018	NGP	Review of various emails sent by client	1.00	225.00
01/11/2018	MN	Review email transmission from Terry A. Ekl; Prepared FOIA request directed to Carla Paschal - certified mail	0.25	18.75
01/26/2018	MN	Review FOIAs issued and responses received; Brief conference with Terry A. Ekl re: same; Review email instructions from Terry A. Ekl and transcribed responsive correspondence to Winnebago State's Attorney re: special prosecutor appointment	0.50	37.50
01/29/2018	NGP	Office conference with Terry A. Ekl about FOIA responses from Winnebago County; reviewed responses, began preliminary OLR on FOIA	0.75	168.75
01/30/2018	NGP	Office conference with client; meeting with Terry A. Ekl, Sheriff and staff	2.25	506.25
02/01/2018	NGP	Office conference with Terry A. Ekl; review of FOIA research and letters; telephone contact with FOIA officer in Winnebago County requesting clarification and accommodation on denial	1.00	225.00
	TAE	Office conference with Nemura Pencyla regarding FOI issue; Preparation of call with Karner; Office conference with Nemura Pencyla re his call with County on FOI	1.00	225.00
02/02/2018	NGP	(NO CHARGE) Review of message left by David Kurlinkas re:FOIA requests.	0.25	n/c
	TAE	Preparation of conference calls with Karner regarding budget discussions with County	0.50	112.50
02/05/2018	TAE	Conference call with Karner and Redmond	0.25	56.25
02/13/2018	NGP	E-mail from D. Kurlinkas re: FOIA; replied	0.25	56.25
02/14/2018	NGP	Draft and revise FOIA request after county refused to provide documents based on overly broad and unduly burdensome.; consulted with Terry A. Ekl about proceeding	1.00	225.00
02/15/2018	NGP	(NO CHARGE) E-mail from D. Kurlinkas regarding FOIA; tendered response; need to review	0.25	n/c
	TAE	Office conference with with Nemura Pencyla regarding FOI; Conference call with Kurlinkas; Conference call with Karner	0.50	112.50
02/20/2018	TAE	Conference call with Karner	0.25	56.25
02/28/2018	TAE	Conference call with Karner	0.25	56.25
04/17/2018	TAE	Telephone conference with Karner. Series of emails to schedule meeting.	0.50	112.50
04/24/2018	TAE	Meeting with clients.	1.00	225.00
04/26/2018	TAE	E-mail from and to Karner.	0.50	112.50

WINNEBAGO COUNTY SHERIFF'S OFFICE
RE: MUNICIPAL MATTER

Client No.: 3630-000
Statement Date: 10/31/2018
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			HOURS	
05/03/2018	TAE	Series of emails with Karner and Sheriff concerning correspondence with Haney and news report.	1.00	225.00
05/04/2018	TAE	E-mail from and to sheriff.	0.25	56.25
05/11/2018	NGP	E-mail from and to Mark Karner about new issues before the board for FY 2018. Terry A. Ekl responded.	0.25	56.25
	TAE	E-mail from and to Karner regarding the Board meeting on Monday.	0.50	112.50
05/15/2018	TAE	E-mail from and to Karner and review of summaries prepared regarding budget and requested additional funds. Telephone conference with sheriff.	1.00	225.00
05/23/2018	TAE	E-mail from Karner. Review of email and the budget Memo.	0.50	112.50
05/24/2018	TAE	E-mail from and to Karner. Emails from Karner and response concerning signing agreement on the CBA. Review of the PSST audit. Additional emails with Karner.	1.50	337.50
05/25/2018	TAE	E-mail to and from Karner. Review of letter to Haney.	0.75	168.75
05/29/2018	TAE	E-mail to and from client.	0.25	56.25
05/30/2018	TAE	Meeting with clients. E-mail from client with letter from Haney. Additional emails from clients.	1.75	393.75
06/01/2018	TAE	E-mail from and to client [REDACTED]	0.50	112.50
06/05/2018	TAE	Review of letter from client to Haney. E-mail from and to client.	0.50	112.50
06/06/2018	TAE	E-mail from and to client. Telephone conference with client.	0.50	112.50
06/11/2018	TAE	(NO CHARGE) E-mail from clients [REDACTED]	0.50	n/c
07/17/2018	NGP	(NO CHARGE) Telephone conference with client, who left voice mail message to call back. Unable to reach client today, will try tomorrow.	0.25	n/c
07/18/2018	TAE	E-mails regarding recent issues and phone conference next week.	0.50	112.50
07/20/2018	NGP	Review of statute and follow up with legal research about meeting scheduled for monday 7/23; [REDACTED]	1.00	225.00
07/23/2018	NGP	Telephone conference with client regarding developments on his issues with lack of funding by county.	0.50	112.50
	TAE	Telephone conference with clients and Nemura Pencyla.	0.50	112.50
08/10/2018	TAE	(NO CHARGE) [REDACTED] Telephone conference with Karner.	1.25	n/c
08/12/2018	TAE	[REDACTED]	1.00	225.00

WINNEBAGO COUNTY SHERIFF'S OFFICE
RE: MUNICIPAL MATTER

Client No.: 3630-000
Statement Date: 10/31/2018
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			HOURS	
08/13/2018	NGP	Legal Research regarding petition to expand powers of special prosecutor, requirements and form. Spoke with Terry A. Ekl about issues and response.	1.50	337.50
	TAE	Series of emails with Nicolosi. Preparation of letter to County. Preparation of bullet points for meeting tomorrow. Conference with Nemura Pencyla on petition expansion. Emails with Karner. Conference with Nemura Pencyla regarding court date and time. Email to obtain a Copy of the ordinance passed last week.	2.00	450.00
08/14/2018	MN	(NO CHARGE) Review email instructions re: preparation and filing of Petition; Online search of case information at Clerk's website; Printed court docket report; Review document filing and judge assignment; Compile and set up Exhibits to Petition; Format Petition	1.25	n/c
	NGP	Draft and revise petition for expansion of powers of special state's attorney; spoke with Terry A. Ekl about basis for petition, whether live testimony will be needed; additional; information from Winnebago SO needed; reviewed previous petition and orders; called judge's secretary to find out when we can have the petition heard; left message; received tx call back, arranged to have petition heard on August 23rd, 2018. Spoke with Mary Nash about procedures and filings needed; sent emails to relevant staff;	3.00	675.00
08/15/2018	MN	(NO CHARGE) Preparation of Notice of Filing/Petition; Finalized draft of Petition; Prepared courtesy letter to Judge Fabiano; Final draft printed and given to Nemura Pencyla for final review	0.50	n/c
	NGP	Draft and revise petition with additional exhibit; spoke with Mary Nash regarding status and notices; reviewed final version to be filed	0.75	168.75
	MN	(NO CHARGE); Email transmissions and phone calls exchanged with Terry A. Ekl re: filing; Office conference with Nemura Pencyla re: same; Additional revisions made to Petition; Email to Terry A. Ekl attaching same	0.50	n/c
08/16/2018	MN	(NO CHARGE) Prepare and e-filed Notice, Petition and Exhibits with Winnebago County	0.25	n/c
	MN	(NO CHARGE) Download e-filed Notice and Petition; Courtesy copy mailed to Judge Fabiano; Copy emailed to David Kurlinkus; Docketed	0.25	n/c
	TAE	Review the final draft of the petition for expansion. Conference with Nemura Pencyla. Email to Karner.	1.00	225.00
08/17/2018	TAE	E-mail to Nicolosi. Telephone conference with Nicolosi.	0.50	112.50
08/20/2018	TAE	[REDACTED] E-mail from and to Karner on the above.	1.00	225.00
08/22/2018	TAE	Telephone conference with Kirlinkis. [REDACTED] Email to and from Karner. Review the correspondence between the coalition members and the Illinois State Police Department over the actions of the county. Review the petition for expansion. Review the statue setting out the method for expansion.	1.50	337.50
08/23/2018	NGP	Draft and revise complaint [REDACTED] [REDACTED] Informed of impending developments and established plan to approach litigation, if needed. Began researching documents available [REDACTED]		

WINNEBAGO COUNTY SHERIFF'S OFFICE
RE: MUNICIPAL MATTER

Client No.: 3630-000
Statement Date: 10/31/2018
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			HOURS	
		[REDACTED] spoke with Patrick J. Williams about planned approach to client's issue; [REDACTED]		
	TAE	Travel to Rockford. [REDACTED] Attend court. Meeting with clients. Conference with Nemura Pencyla to discuss the drafting of the complaint [REDACTED] Telephone conference with Karner. Research on the statutory provisions to the creation of the 911 centers. [REDACTED]	5.00	1,125.00
			7.50	1,687.50
08/24/2018	NGP	Review of meeting minutes; video of meeting; reviewed news articles regarding change in ordinance by county board; Meeting with Terry A. Ekl	0.75	168.75
	TAE	Telephone conference with Karner. E-mail from Karner. Meeting with Nemura Pencyla regarding the board meeting last night. Telephone conference with Kevin Schauer. Preparation of fee petition.	2.00	450.00
09/06/2018	TAE	E-mails from and to client regarding conference call.	0.25	56.25
09/11/2018	NGP	Telephone conference with client about recent budget passing County Board; affect on staffing; Karner indicated that the committee now tasked with review of budget is proposing a reduction in funding requiring elimination of [REDACTED] deputies. [REDACTED] Discussed strategy going forward, including drafting new appointment expansion motion. [REDACTED]		
	NGP	E-mail to Terry A. Ekl regarding conversation with Karner; proposed plan going forward.	0.50	112.50
	NGP	E-mail from Terry A. Ekl in response to email earlier today. Go ahead given to file petition and get date for Terry A. Ekl to return to Winnebago County and seek expansion for appointment. Sent same to Mary Nash.	0.25	56.25
	NGP	E-mail to Karner regarding plan going forward with petition filing to be heard week of 9/17.	0.25	56.25
	NGP	Office conference with Terry A. Ekl about today's developments with Winnebago and establishing plan going forward.	0.25	56.25
	MN	(NO CHARGE) Review email transmission from Nemura Pencyla re: filing another petition and getting matter on call; Telephone calls exchanged with Nina, Judge Fabiano's clerk - advised all done through electronic filing system but looking at her calendar 09/19/2018 is open; Conference with Nemura Pencyla and printed copy of initial petition filed for his review	0.50	n/c
09/12/2018	NGP	Draft and revise petition for further expansion of appointment; drafted final version, sent to Mary for formatting and adding exhibit (one additional); to be sent to Terry A. Ekl for review. Also requested update for scheduling of petition.	0.50	112.50
	NGP	Legal Research regarding potential issues management; spoke with Karner by telephone; will get updated employee totals lists forwarded to us; discussed multi-faceted approach to reductions.	1.00	225.00
	MN	(NO CHARGE) Review email instructions from Nemura Pencyla; Format and compile Exhibits for 2nd Petition for Recusal and to Expand; Email to Terry A. Ekl attaching same for approval prior to filing with Clerk this afternoon; Brief conference with Nemura Pencyla re: same	0.50	n/c
	NGP	Telephone conference with client Karner regarding setting up		

WINNEBAGO COUNTY SHERIFF'S OFFICE
RE: MUNICIPAL MATTER

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			HOURS	
		teleconference after next weeks court date with the Illinois Sheriff's Association president and their attorney. Indicated we would gladly participate.	0.25	56.25
	MN	(NO CHARGE) Prepared Notice of Petition; Telephone calls exchanged with Judge Fabiano's clerk re: scheduling issues; Finalize documents for e-filing; E-filed Notice, 2nd Petition and Exhibits	0.50	n/c
09/13/2018	MN	(NO CHARGE) Download and printed e-filed documents; Conference with Nemura Pencyla re: courtesy letter to Judge and heads-up about potential language change for 2nd petition; Prepared draft letter to Judge Fabiano; Checked court's website to see if motion spindled; Telephone conference with Clerk and advised they should pull it from the notice and docket it but best to call them and have put on calendar to make sure date is available, etc.; Docketed; Also printed docket history from site to show case on call	0.50	n/c
	NGP	Telephone conference with client regarding impending budget cuts, scheduled for vote on September 27. [REDACTED]	0.50	112.50
09/14/2018	MN	(NO CHARGE) Conference and email exchange with Nemura Pencyla re: court on Wednesday; Printed letter to Judge Fabiano with courtesy copies	0.25	n/c
	MN	(NO CHARGE); Scanned courtesy letter and pleadings and downloaded; Email to David Kurlinkus, attaching same for his file	0.25	n/c
	NGP	E-mail to and from client regarding scheduled hearing date and time. [REDACTED]	0.50	112.50
09/18/2018	NGP	Office conference with Patrick L. Provenzale and Terry A. Ekl regarding potential legal action on behalf of client. [REDACTED]	1.00	225.00
	TAE	Review the petition for expansion of my authority. Email to Karner. Review the proposed budget. Meeting with Nemura Pencyla and Patrick L. Provenzale to discuss lawsuit.	1.50	337.50
	PLP	(NO CHARGE) Conference with Terry A. Ekl and Nemura Pencyla regarding strategy for filing suit and legal theories regarding budget issues. Legal Research regarding writ of prohibition. Conference with Nemura Pencyla regarding pleading issues for Writ and legal and practical strategies for filing suit.	1.25	n/c
09/19/2018	NGP	Telephone conference with client , conference call after motion to expand jurisdiction of Terry A. Ekl granted.	1.00	225.00
	NGP	Legal Research on issued raised during telephone conference earlier today.	1.00	225.00
	NGP	Office conference with Terry A. Ekl about conference earlier today; research topics to be addressed; plan going forward.	0.50	112.50
	TAE	Attend court for expansion of authority. Meeting with client and his staff. Telephone conference with client numerous parties. Meeting with Nemura Pencyla.	8.00	1,800.00
09/20/2018	TAE	Meeting with Nemura Pencyla regarding legal research. [REDACTED]		

WINNEBAGO COUNTY SHERIFF'S OFFICE
RE: MUNICIPAL MATTER

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			HOURS	
		[REDACTED] E-mail from and to Karner. Review the Springer plan. Review the original proposed budget for 2019.	2.25	506.25
09/21/2018	NGP	Office conference with Terry A. Ekl and Patrick L. Provenzale regarding filing of lawsuit; Discussed various bases and counts; Timing of lawsuit, dependant or independent of budget amendments.	1.25	281.25
	TAE	Preparation of the lawsuit. Meeting with Nemura Pencyla. Numerous emails with Karner. [REDACTED]		
		[REDACTED] Additional emails with things to do list.	4.50	1,012.50
	PLP	(NO CHARGE) Conference with Terry A. Ekl and Nemura Pencyla regarding current factual and procedural posture for budget challenge and legal theories for filing suit and for procedural and substantive remedies.	1.25	n/c
09/24/2018	MN	Conference with Terry A. Ekl re: issuing additional FOIA for budget and expense records; Review previous requests and online search for same; Conference with Nemura Pencyla for clarification	0.50	37.50
	NGP	Draft and revise potential complaint against County Board. Reviewed series of emails, containing budget allocations for multiple years. Several office conferences with Patrick L. Provenzale and Terry A. Ekl regarding theories of liability and claim's potential for success. researched legal theories [REDACTED] and [REDACTED] relief. Began drafting complaint.	7.50	1,687.50
	TAE	Series of meetings with Nemura Pencyla regarding the complaint. Series of emails with Karner regarding material and information needed. Review of the 2017 budget. Preparation on the draft of complaint. Review of the 2019 budget proposed by the County Board.	4.00	900.00
	PLP	(NO CHARGE) Conference with Terry A. Ekl and Nemura Pencyla regarding legal theories for suit and Legal Research: regarding same.	2.00	n/c
09/25/2018	NGP	Draft and revise complaint, reviewed multiple submissions from client; Conference with Terry A. Ekl	3.00	675.00
	TAE	Preparation on draft of complaint. Series of emails with Karner. Conference with client and staff. [REDACTED] Conference with Nemura Pencyla on complaint. Review material sent by Karner.	4.25	956.25
09/26/2018	NGP	Draft and revise complaint. Conference with Terry A. Ekl.	3.00	675.00
	TAE	Telephone conference with Karner. [REDACTED] Series of emails regarding additional requested information. Review same. Series of conferences with Nemura Pencyla.	3.25	731.25
09/27/2018	NGP	Draft and revise complaint, including multiple conversations and conferences with Terry A. Ekl. Presented rough draft to Terry A. Ekl for review; received and reviewed multiple emails and supporting documents during day related to budgeting and support for lawsuit.	7.00	1,575.00
	NGP	Review of live observation of county board meeting regarding budgeting process. Multiple amendments made, with second to last amendment being the Feller amendment. Reviewed same. [REDACTED]		

WINNEBAGO COUNTY SHERIFF'S OFFICE
RE: MUNICIPAL MATTER

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		HOURS	
	TAE [REDACTED] Conference with Nemura Pencyla. Review the draft of the complaint. Telephone conference with client. Telephone conference with Karner. Preparation of complaint. Conference with Nemura Pencyla regarding edits to complaint draft.	2.00	450.00
	PLP (NO CHARGE) Conference with Nemura Pencyla regarding drafting issues for complaint theories.	3.75	843.75
		0.25	n/c
09/28/2018	NGP Office conference with Terry A. Ekl, and conference call with client and his leadership staff. [REDACTED]		
	NGP Review of meeting notes from September 27 budget meeting; discussed with Terry A. Ekl the contents/results. Set up telephone conference for later this morning. Reviewed complaint and financials.	0.50	112.50
	TAE E-mails regarding the county board meeting last night. Conference with Nemura Pencyla. Telephone conference with clients to discuss lawsuit.	1.00	225.00
	PLP (NO CHARGE) Conference with Nemura Pencyla and Terry A. Ekl regarding recent developments in budget proposals and possible resolution of issues.	1.75	393.75
		0.50	n/c
10/19/2018	TAE E-mails from Karner on the meeting with Haney et al. Review of notes of meeting. Telephone conference with Karner.	0.75	168.75
10/22/2018	TAE E-mails from and to clients to schedule meeting and regarding latest meeting with Haney.	0.50	112.50
10/25/2018	TAE Meeting with clients. E-mail from client.	1.25	281.25
10/29/2018	NGP Review of September 27 board meeting; conference with Terry A. Ekl regarding goal of review.	0.75	168.75
	TAE E-mail from and to Karner.	0.25	56.25
	FOR CURRENT SERVICES RENDERED	155.25	34,706.25

RECAPITULATION

TIMEKEEPER	HOURS	HOURLY RATE	TOTAL
TRACY STANKER	0.50	\$225.00	\$112.50
TERRY A. EKL	98.50	225.00	22,162.50
NEMURA PENCYLA	54.75	225.00	12,318.75
DEBBIE NEMITZ	0.25	75.00	18.75
MARY NASH	1.25	75.00	93.75

09/10/2018	Miscellaneous Advance: PNC Bank Visa - Conference call	31.96
	TOTAL COSTS ADVANCED:	31.96
	CURRENT MONTHS BALANCE DUE	34,738.21

WINNEBAGO COUNTY SHERIFF'S OFFICE
RE: MUNICIPAL MATTER

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TOTAL DUE	<u>\$34,738.21</u>
PLEASE REMIT	<u>\$34,738.21</u>

A finance charge of 1.5% per month
will be assessed on all accounts past due 30 days.

PAYMENT DUE UPON RECEIPT

MAKE CHECKS PAYABLE TO EKL WILLIAMS & PROVENZALE LLC

All returned checks will be assessed a \$30.00 fee

CREDIT CARDS ACCEPTED (*Please see terms below)

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

Submitted by: Finance Committee

2018 CR

**RESOLUTION AUTHORIZING COUNTY CONTRIBUTION FOR STATE'S
ATTORNEYS APPELLATE PROSECUTOR'S PROGRAM**

WHEREAS, the Office of the State's Attorneys Appellate Prosecutor was created to provide services to State's Attorneys in Counties containing fewer than 3,000,000 inhabitants; and

WHEREAS, the powers and duties of the Office of the State's Attorneys Appellate Prosecutor are defined and enumerated in the "State's Attorneys Appellate Prosecutor's Act," 725 ILCS 210/1, *et seq.* as amended; and

WHEREAS, the Illinois General Assembly appropriates monies for the ordinary and contingent expenses of the Office of the State's Attorneys Appellate Prosecutor, one-third from the State's Appellate Prosecutor's County Fund and two-thirds from the General Revenue Fund, provided that such funding receives approval and support from the respective Counties eligible to apply; and

WHEREAS, the Office of the State's Attorneys Appellate Prosecutor shall administer the operation of the appellate offices so as to insure that all participating State's Attorneys continue to have final authority in preparation, filing, and arguing of all appellate briefs and any trial assistance.

NOW, THEREFORE, BE IT RESOLVED, by the County Board of the County of Winnebago, in regular session, this 13th day of December, 2018, does hereby support the continued operation of the Office of the State's Attorneys Appellate Prosecutor and designates the Office of the State's Attorneys Appellate Prosecutor as its Agent to administer the operation of the appellate offices and process said appellate court cases for the County.

BE IT FURTHER RESOLVED, that the attorneys employed by the Office of the State's Attorneys Appellate Prosecutor are hereby authorized to act as Assistant State's Attorneys on behalf of the State's Attorney of the County of Winnebago in the appeal of all cases, when requested to do so by the State's Attorney, and with the advice and consent of the State's Attorney prepare, file, and argue appellate briefs for those cases; and also, as may be requested by the State's Attorney, to assist in the prosecution

of cases under the Illinois Controlled Substances Act, the Cannabis Control Act, the Drug Asset Forfeiture Procedure Act and the Narcotics Profit Forfeiture Act. Such attorneys are further authorized to assist the State's Attorney in the State's Attorney's duties under the Illinois Public Labor Relations Act, including negotiations thereunder, as well as in the trial and appeal of tax objections.

BE IT FURTHER RESOLVED, that the Office of the State's Attorneys Appellate Prosecutor will offer Continuing Legal Education training programs to the State's Attorneys and Assistant State's Attorneys.

BE IT FURTHER RESOLVED, that the attorneys employed by the Office of the State's Attorneys Appellate Prosecutor may also assist the State's Attorney of the County of Winnebago in the discharge of the State's Attorney's duties in the prosecution and trial of other cases, and may act as Special Prosecutor if duly appointed to do so by a court having jurisdiction.

BE IT FURTHER RESOLVED, that if the Office of the State's Attorneys Appellate Prosecutor is duly appointed to act as Special Prosecutor in the County of Winnebago by a court having jurisdiction to do so, the County will provide reasonable and necessary clerical and administrative support on an as-needed basis.

BE IT FURTHER RESOLVED, that the County Board of the County of Winnebago hereby agrees to participate in the service program of the Office of the State's Attorneys Appellate Prosecutor for Fiscal Year 2019, commencing December 1, 2018 and ending November 30, 2019, by hereby appropriating the sum of \$36,000.00 as consideration for the express purpose of providing apportion of the funds required for financing the operation of the Office of the State's Attorneys Appellate Prosecutor and agrees to deliver the same to the Office of the State's Attorneys Appellate Prosecutor on request during the Fiscal Year 2019.

BE IT FURTHER RESOLVED, that the Clerk of the County Board is hereby authorized to prepare and deliver certified copies of this Resolution to the Winnebago County State's Attorney and to the Director of the Office of the State's Attorneys Appellate Prosecutor.

Respectfully submitted,
FINANCE COMMITTEE

AGREE

Jaime Salgado, Chairman

David Fiduccia

Joe Hoffman

Burt Gerl

David Boomer

Steve Schultz

Keith McDonald

DISAGREE

Jaime Salgado, Chairman

David Fiduccia

Joe Hoffman

Burt Gerl

David Boomer

Steve Schultz

Keith McDonald

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

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

ATTEST

LORI GUMMOW, Clerk of the
County Board of the
County of Winnebago, Illinois

ZONING COMMITTEE

Attachment
ZONING COMMITTEE
OF THE COUNTY BOARD AGENDA
December 13, 2018

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

PLANNING AND/OR ZONING REQUESTS:

TO BE VOTED ON:

1. Z-15-18 A map amendment to rezone +/- 39.812 acres from the AG, Agricultural Priority District to the A2, Agricultural-Related Business District requested by DG Illinois Solar, LLC, whom is represented by Michael Altman, Project Manager with NextEra Energy Resources, for property that is generally located on the southwest corner of where Berglund Road and N. Conger Road intersect in Pecatonica Township.
PIN: 09-34-200-008 C.B. District: 1
Lesa Rating: N/A Consistent W/2030 LRMP – Future Map: YES
ZBA Recommends: DENIAL (0-6)
ZC Recommends: DENIAL (0-7)

TO BE LAID OVER: NONE

-
2. **COMMITTEE REPORT (ANNOUNCEMENTS)** - *for informational purposes only; not intended as a public notice*:
 - Chairman, Brian Erickson, hereby announces that a *Zoning Board of Appeals (ZBA)* meeting is scheduled for Wednesday, **January 9, 2018**, at 5:30 p.m. in Room 303 of the County Administration Building.
 - Chairman, Jim Webster, hereby announces that the next *Zoning Committee (ZC)* meeting is *tentatively* scheduled for Wednesday, **December 19, 2018**, at 5:30 p.m. in Room 303 of the County Administration Building.

OPERATIONS & ADMINISTRATIVE COMMITTEE

Sponsored by: Keith McDonald, Chairman

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

Submitted by: Operations and Administrative Committee

2018 CR_____

**RESOLUTION AUTHORIZING THE CHAIRMAN OF THE
COUNTY BOARD TO EXECUTE A
REPRESENTATION AGREEMENT**

WHEREAS, the County of Winnebago owns and operates River Bluff Nursing Home, a skilled long-term care facility; and

WHEREAS, the County of Winnebago desires assistance in collecting past due amounts for services provided at River Bluff Nursing Home from residents or legally responsible parties who have the ability to pay and have failed to do so; and

WHEREAS, Markoff Law LLC specializes in handling debt collection for long-term care facilities; and

WHEREAS, the Operations Committee of the County Board for the County of Winnebago, Illinois, has reviewed the proposed terms of the Representation Agreement with Markoff Law LLC, as set forth in Exhibit A, attached hereto and incorporated herein by reference, and recommends retaining Markoff Law LLC under the terms set forth in the Agreement.

NOW THEREFORE BE IT AND IT IS HEREBY RESOLVED, by the County Board of the County of Winnebago, Illinois, that the Winnebago County Board Chairman is authorized to execute the Representation Agreement with Markoff Law LLC, in substantially the same form as contained in Exhibit A.

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 Auditor and Winnebago County Administrator.

Respectfully submitted,
**OPERATIONS & ADMINISTRATIVE
COMMITTEE**

AGREE

Keith McDonald, Chairman

Jean Crosby

John Butitta

Joe Hoffman

Dorothy Redd

Jaime Salgado

Paul Arena

DISAGREE

Keith McDonald, Chairman

Jean Crosby

John Butitta

Joe Hoffman

Dorothy Redd

Jaime Salgado

Paul Arena

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:

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

MARKOFF LAW LLC

Attorneys

REPRESENTATION AGREEMENT

THIS AGREEMENT is made and entered into on the _____ day of November, 2018, between **COUNTY OF WINNEBAGO D/BA/ RIVER BLUFF NURSING HOME** (Client) and **MARKOFF LAW LLC** (Attorney).

WHEREAS, Client has a debt (s) it wishes to collect.

WHEREAS, Attorney provides legal representation related to debt collection and wishes to offer its services to Client.

WHEREAS, Client and Attorney agree that each shall be governed by the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, promises, and conditions contained in the Agreement and for such other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Client and Attorney agree as follows:

1. The scope of the representation will be for Attorney to conduct asset searches/suit scrubs, prepare and mail letters/make telephone calls, and proceed with legal action on agreed upon accounts placed by Client.
2. Attorney shall be paid a fixed fee in the amount of \$150 for each asset search/suit scrub, and a fixed fee in the amount of \$225 for lettering/calling an account on behalf of Client.
3. If the determination is made to commence litigation on an account, Attorney shall be paid a contingency fee for its services in the amount of 30% of any amounts recovered for, or on behalf of Client, except for costs advanced by Client. Those costs shall be reimbursed to Client, if recovered, after Attorney is paid in full its pro-rata share on such amounts that are exclusive of said costs.
4. The contingency portion of the fee shall be due upon payment of monies related to the underlying debt that forms the basis of the claim; that contingency is not subject to who actually collects those

EXHIBIT

A

monies, whether it is Attorney or Client. Client shall report all direct payments it receives to Attorney at the time of receipt by the Client while the account is assigned to the Attorney for collection.

5. It is understood that no particular lawyer at Markoff Law is being hired to work Client's cases. Any lawyer from the firm may participate and/or handle Client's matter(s) from time to time, as long as that attorney has been appointed as a Special Assistant States Attorney for Winnebago County.

6. It is understood that in Attorney's ordinary course of business, Attorney contracts with vendors for services including, but not limited to, data furnishing, backup, and storage of client information. By entering into this agreement, Client understands Attorney may share certain information related to Client's case(s) with Attorney's vendors.

7. Client shall be liable for all costs related to its claims, which is understood to include, but not limited to, court costs and process server costs.

8. If requested by Attorney, Client shall advance all costs related to its claims.

9. Attorney shall be entitled to reimbursement of any costs advanced by Attorney.

10. Claims will only be resolved for less than the full amount claimed if within the Client's pre-approved guidelines, or with prior approval of Client.

11. Attorney is hereby authorized to enter into installment payment arrangements of Client's claim(s) at its sole discretion. Attorney will follow guidelines from Client on any payment arrangements.

12. Attorney is hereby authorized to endorse checks payable to the Client solely for the purpose of depositing said checks into Attorney's trust account.

13. Collections will be disbursed on or before the 15th of the month subsequent to the month of collection. Attorney, at its sole discretion, may hold funds longer to ensure the funds have cleared, or if there is a dispute related to said funds.

14. In the event Attorney is due fees or costs from Client, attorney may deduct said amounts from future disbursements on a per account basis.

15. Client makes the following representation regarding the claim being assigned to Attorney:

a) Client is the legal holder of the claim;

- b) The amount alleged due at the time of assignment to Attorney is true and correct;
- c) The claim represents a legal and valid debt;
- d) Client is unaware of any disputes regarding the claim which would render it invalid;
- e) The underlying debt for the claim is in default; and
- f) Client is unaware of any circumstances with respect to the claim that would render the claim not subject to legal process.

16. Upon commencement of litigation under the contingency fee arrangement, it is understood that the scope of Attorney's representation is limited to the collection of debts. The representation contemplated under the contingency fee will not apply in certain situations. In the event a probate estate needs to be opened, involuntary discharge becomes necessary, counterclaim, appeal, petition to vacate judgment or bankruptcy petition is filed, or it becomes necessary to pierce the corporate veil or pursue a theory of successor liability or fraudulent transfer, the contingency fee agreement will not apply. In the event the debtor asserts any other type of claim or defense that Attorney believes, in its sole discretion, creates a threat to client or attorney, or would deem the debt invalid or illegal, the contingency fee arrangement will not apply. Attorney will get prior approval in writing before charging additional fees.

17. In the situations contemplated in Paragraph 16, upon notice from Attorney, the contingency fee arrangement will not apply and either Attorney or Client may then:

- a) Terminate the representation;
- b) Client may retain Attorney and agree upon a mutually acceptable fee arrangement;
- c) Client may retain other counsel for representation to litigate the "non" collection issues in conjunction with Attorney.

18. This Agreement is entered into in the State of Illinois, and shall be construed and interpreted in accordance with its laws, without regard to conflict of law provisions.

19. The parties agree that any dispute arising under this Agreement, which cannot be resolved, shall be brought in the Circuit Court of Winnebago County, Illinois, for the purpose of litigating all such claims or disputes.

20. This Agreement may be executed in one or more counterparts, each of which so executed and delivered shall be deemed an original, but all of which taken together shall constitute one of the same instrument. The receipt of facsimile signatures shall be considered equally binding of all purposes as the receipt of the original signatures.

IN WITNESS HEREOF, the duly authorized representative of each party has signed this Agreement on the dates written below.

BY: MARKOFF LAW LLC

BY: COUNTY OF WINNEBAGO D/B/A
RIVER BLUFF NURSING HOME

Signature

Signature

Name

Name

Title

Title

Date

Date

Submitted by: _____

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

SUBMITTED BY: OPERATIONS & ADMINISTRATIVE COMMITTEE

2018CO_____

AN ORDINANCE ADOPTING THE 2013 EDITION OF THE FDA FOOD CODE
AND AMENDING CHAPTER 50 OF THE WINNEBAGO COUNTY CODE

WHEREAS, Section 5-1115 of the Counties Code, 55 ILCS 5/5-1115, authorizes the Winnebago County Board to license and regulate and impose license fees on all retail food establishments within both the incorporated and unincorporated areas of the county; and

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, effective January 1, 2019, the Winnebago County Health Department is recommending adoption of the 2013 FDA Food Code for regulation of food establishments in Winnebago County, as required by the Illinois Department of Public Health, modified as set forth herein; and

WHEREAS, the 2013 FDA Food Code is comprehensive regulation of food establishments designed to safeguard public health and provide consumers with food that is safe, unadulterated, and honestly presented; and

WHEREAS, the 2013 FDA Food Code establishes definitions; sets standards for management and personnel, food operations, and equipment and facilities; and provides for food establishment plan review, permit issuance, inspection, employee restriction, and permit suspension; and

WHEREAS, adoption of the modified 2013 FDA Food Code requires alteration and/or elimination of multiple redundant sections of the County Food Code.

NOW, THEREFORE, BE IT ORDAINED by the County Board for the County of Winnebago, Illinois, that a certain document, three (3) copies of which are on file in the office of the County Clerk of the County of Winnebago being marked and designated as the *2013 FDA Food Code* as published by the U.S. Department of Health and Human Services, Public Health Service, Food and Drug Administration (hereinafter “FDA Food Code”), be and is hereby adopted as the Food Code of the County of Winnebago in the State of Illinois, as modified as set forth herein, for regulating the design, construction, management, and operation of food establishments, and providing for plans submission and approval and the issuance of permits and collection of fees therefore.

NOW, THEREFORE, BE IT ORDAINED by the County Board for the County of Winnebago, Illinois, that the following provisions of the FDA Food Code are deleted or modified as follows:

- A. Paragraph 4-301.12, subsections (C)(5), (C)(6), (D), and (E), are deleted.
- B. Paragraphs 6-201.16, 6-201.17 and 6-201.18 are deleted in their entirety.
- C. Paragraph 6-304.11 is deleted in its entirety.
- D. All paragraphs in Section 8-3 (Permit to Operate) are deleted in their entirety with the exception of the following: 8-303.10; 8-303.30; 8-304.11; and 8-304.20.
- E. Paragraph 8-401.10 is deleted in its entirety.
- F. The following paragraphs of Annex 1 of the FDA Food Code are adopted:
 1. Paragraphs 8-801.10 through 8-801.40
 2. Paragraph 8-901.10 modified as follows:
 - a. Subsection (A) is amended to substitute the reference to § 8-301.11 with Section 50-76 of the County Food Code.
 - b. Subsection (F) is deleted.
 3. Paragraphs 8-903.10 through 8-903.90
- G. Chart 4-D, FDA Food Code Mobile Food Establishment Matrix, is adopted.

NOW, THEREFORE, BE IT ORDAINED by the County Board for the County of Winnebago, Illinois, that Article 50 of the County Food Code is modified as follows:

- A. The following sections are hereby deleted in their entirety:
 - Section 50-82. Examination of Condemned Foods.
 - Section 50-84. Procedures When Infection is suspected.
 - Section 50-87. Manager Certification.
 - Section 50-101. Employee Health.
 - Section 50-102. Personal Cleanliness.
 - Section 50-103. Employee Practices.
 - Section 50-104. Clothing.
 - Section 50-116. Food Supplies.
 - Section 50-117. Food Protection; General Requirements.
 - Section 50-118. Food Storage.
 - Section 50-119. Food Preparation.
 - Section 50-120. Food Display and Service.
 - Section 50-121. Food Transportation.
 - Section 50-131. Materials.
 - Section 50-133. Equipment Installation and Location.
 - Section 50-146. General Requirements.
 - Section 50-147. Manual Cleaning and Sanitizing.
 - Section 50-148. Mechanical Cleaning and Sanitizing.
 - Section 50-161. Generally.

- Section 50-162. Single-service Articles.
- Section 50-176. Water Supply.
- Section 50-177. Sewage Disposal.
- Section 50-179. Toilet Facilities.
- Section 50-181. Garbage and Refuse
- Section 50-182. Insect and Rodent Control.
- Section 50-196. Floors.
- Section 50-198. Maintenance and Cleaning.
- Section 50-199. Lighting.
- Section 50-201. Dressing Rooms and Lockers.
- Section 50-202. Poisonous and Toxic Materials.
- Section 50-216. Generally.
- Section 50-218. Limited Food Establishments.
- Section 50-219. Seasonal Produce Stands.
- Section 50-222. Retail Food Establishments.
- Section 50-225. Definitions.
- Section 50-227. Compliance With Subdivision Required.
- Section 50-228. Acceptable Products.
- Section 50-229. Employee Training.
- Section 50-230. Refrigeration Requirements.
- Section 50-231. Labeling.
- Section 50-232. Safety Barriers.
- Section 50-233. Fish and Fishery Products.
- Section 50-234. Hazard Analysis Critical Control Point (HACCP) Program.
- Section 50-235. Precautions against Contamination.
- Section 50-236. Disposition of Expired Products.
- Section 50-237. Dedicated, Restricted Access Areas.
- Section 50-241. Labeling.
- Section 50-242. Smoked Products.
- Section 50-243. Curing of Meat and Poultry.
- Section 50-244. Exceptions.

B. The following sections are modified as set forth below:

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 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

2. Application; contents. Any PERSON desiring to operate a FOOD ESTABLISHMENT or hold a SPECIAL EVENT shall make written application for a PERMIT on forms provided by the HEALTH OFFICER and pay the required fee as set forth in Section 50-77 of this Article. Applications to operate a FOOD ESTABLISHMENT shall be submitted at least thirty (30) calendar days before the date planned for opening the FOOD ESTABLISHMENT. Such application shall include; the applicant's full name and post office address and whether such applicant is an individual, firm, or corporation, and, if a partnership, the name of the partners, together with their addresses shall be included; the location and type of FOOD ESTABLISHMENT or SPECIAL EVENT; and the signature of the applicant. If the application is for a TEMPORARY FOOD ESTABLISHMENT / SPECIAL EVENT, it shall also include the inclusive dates of the proposed operation.
3. Approval; inspection. No new PERMIT to operate a FOOD ESTABLISHMENT shall be issued until such an establishment has been approved for licensure according to this Code and has been inspected as provided by subsection 50-81(b1). Whenever plans and specifications are required to be submitted to the HEALTH OFFICER under Section 50-86 of this Code, the HEALTH OFFICER shall inspect the FOOD ESTABLISHMENT prior to the start of the operations, to determine compliance with the approved plans and specifications and the requirements of this Code.
4. Renewals and Change of Ownership. The Health Department may renew a PERMIT for an existing FOOD ESTABLISHMENT or may issue a PERMIT to a new owner of an existing FOOD ESTABLISHMENT after a properly completed application is submitted, reviewed, and APPROVED, the fees set forth in Section 50-77 of this Code are paid, and an inspection shows that the establishment is in compliance with this Article. ~~Any PERMIT HOLDER desiring to renew his annual PERMIT shall make proper application, pay the applicable fee set forth in Section 50-77 of this Code, and otherwise comply with this Code.~~ A late fee of twenty-five dollars (\$25.00)

for a CATEGORY III FACILITY PERMIT and seventy-five dollars (\$75.00) for CATEGORY II and one hundred dollars (\$100.00) for CATEGORY I FACILITY PERMITS shall be assessed if the PERMIT renewal form and applicable fees are not received by the HEALTH OFFICER or post marked within 15 days of the PERMIT expiration date. Late fees shall double 45 days after the PERMIT expiration date. After this period, any FOOD ESTABLISHMENT that continues to operate without a renewal PERMIT shall be required to suspend operations.

5. Any PERSON, ORGANIZING ENTITY, or FOOD ESTABLISHMENT desiring a TEMPORARY FOOD ESTABLISHMENT / SPECIAL EVENT PERMIT shall make proper application and otherwise comply with this Code. PERMIT application and payment are due at least two weeks prior to the event. If the PERMIT application and applicable fees are received 8-13 days prior to the event, a late fee of ten dollars (\$10.00) for a TEMPORARY FOOD ESTABLISHMENT / SPECIAL EVENT CATEGORY III PERMIT and twenty-five dollars (\$25.00) for a TEMPORARY FOOD ESTABLISHMENT / SPECIAL EVENT CATEGORY II PERMIT and fifty dollars (\$50.00) for a TEMPORARY FOOD ESTABLISHMENT CATEGORY I FACILITY PERMIT shall be assessed. Late fees shall double for TEMPORARY FOOD ESTABLISHMENT / SPECIAL EVENT PERMIT applications that are received 1-7 days prior to the event.
6. Compliance with Code provisions. The issuance of a PERMIT to operate a FOOD ESTABLISHMENT or hold a SPECIAL EVENT does not relieve any PERSON from the responsibility of complying with all applicable laws, ordinances, and regulations. Any PERMIT HOLDER, PERSON, or OPERATOR who fails to comply with any applicable laws, ordinances or regulations, including those set forth in this Code, may be subject to suspension, revocation, fine, or injunctive relief.

Section 50-77. Fee Schedule

- A. PERMITS to operate a FOOD ESTABLISHMENT or hold a SPECIAL EVENT shall be subject to a fee schedule as outlined in this Section:

1. **Permits.**

- a. A Category I permit shall be required for all CATEGORY I FACILITIES. This provision applies regardless of whether consumption is in, on, or off premises, and whether there is a charge for the FOOD (this provision excludes private homes where food is prepared for individual family consumption).
- b. A Category II permit shall be required for all CATEGORY II FACILITIES. A CATEGORY II PERMIT shall also be required for all vehicle mounted food service facilities.

- c. A Category III permit shall be required for all CATEGORY III FACILITIES. A CATEGORY III PERMIT shall also be required for all vehicle mounted door-to-door sales facilities.
- d. A TEMPORARY FOOD ESTABLISHMENT PERMIT shall be required for all temporary event ORGANIZING ENTITIES and all temporary event FOOD ESTABLISHMENTS participating in single or ORGANIZED EVENTS.
- e. A SPECIAL EVENT PERMIT shall be required for all SPECIAL EVENTS.
- f. A TEMPORARY FOOD ESTABLISHMENT COMMISSARY PERMIT shall be required for all TEMPORARY FOOD ESTABLISHMENTS that have a COMMISSARY SHARING AGREEMENT with a CATEGORY I FACILITY.

2. Annual Permit Fee Schedule.

- a. The fee schedule for annual PERMITS is based on Category Risk and/or Number of seats.

Category Food Risk	Number of seats	Annual Permit Fee
Category I Facility	50 or fewer	\$500.00
Category I Facility	51-100	\$555.00
Category I Facility	101-150	\$605.00
Category I Facility	151-200	\$655.00
Category I Facility	201 or more	\$701.00
Category II Facility	N/A	\$285.00
Category III Facility	N/A	\$170.00

- b. Fee schedule for re-inspections:

- 1) The re-inspection fee for CATEGORY I FACILITIES needing more than one recheck inspection shall be \$200.00 per inspection.
- 2) The re-inspection fee for CATEGORY II FACILITIES needing more than one recheck inspection shall be \$100.00 per inspection.
- 3) The re-inspection fee for CATEGORY III FACILITIES needing more than one recheck inspection shall be \$50.00 per inspection.

3. Temporary Food Establishment Permit Conditions and Fee Schedule

- a. TEMPORARY FOOD ESTABLISHMENT / SPECIAL EVENT PERMITS are not transferrable by date, location, menu, or FOOD ESTABLISHMENT.

- b. TEMPORARY FOOD ESTABLISHMENT / SPECIAL EVENT must provide dates of events with TEMPORARY FOOD ESTABLISHMENT PERMIT / SPECIAL EVENT Application.
- c. The period of the 6 month TEMPORARY FOOD ESTABLISHMENT / SPECIAL EVENT PERMIT is determined on a set calendar basis – May 1st to October 31st and November 1st to April 30th.
- d. TEMPORARY FOOD ESTABLISHMENT operates at a fixed location for a period of up to twenty-six (26) calendar dates within the prescribed six month period in conjunction with a single or ORGANIZED EVENT.
- e. SPECIAL EVENT operates at a fixed location limited to no more than six (6) calendar dates within the prescribed six month period in conjunction with a single or ORGANIZED EVENT.
- f. TEMPORARY FOOD ESTABLISHMENT / SPECIAL EVENT PERMITS are not intended to replace the annual PERMIT required for FOOD ESTABLISHMENTS that operate year-round.
- g. TEMPORARY FOOD ESTABLISHMENT PERMITS are designed for both seasonal-type events and for organizations such as churches, clubs, Scouts, etc. that do not operate FOOD ESTABLISHMENTS year-round but have an approved commissary kitchen.
- h. The re-inspection fee for TEMPORARY FOOD ESTABLISHMENTS / SPECIAL EVENTS requiring recheck inspections on the same date as the initial inspection shall be twenty-five (\$25.00) for Category III and fifty dollars (\$50.00) for Categories II and seventy-five (\$75.00) for Category I.
- i. The ORGANIZING ENTITY must obtain a \$50.00 PERMIT for each ORGANIZED EVENT.
- j. A SPECIAL EVENT PERMIT holder may only prepare potentially hazardous foods for the same day of service on site. Cooking, cooling and reheating of potentially hazardous foods for subsequent days of service is not permitted.

Fee schedule for TEMPORARY FOOD ESTABLISHMENT / SPECIAL EVENT ESTABLISHMENT / TEMPORARY FOOD ESTABLISHMENT COMMISSARY PERMITS: *

Temporary Food Establishment Permit (6 Month Period) ▪ May 1 st – October 31 st or ▪ November 1 st – April 30 th	Place Including Commissary Consistent	Menu Items Consistent	Category III – LOW RISK	Category II – MEDIUM RISK	Category I – HIGH RISK
Temporary Establishment A: Up to 4 Dates/6 Months	Yes	Yes	\$50.00	\$100.00	\$200.00
Temporary Establishment B: 5 - 8 Dates/6 Months	Yes	Yes	\$65.00	\$125.00	\$250.00
Temporary Establishment C: 9 - 12 Dates/6 Months	Yes	Yes	\$80.00	\$150.00	\$300.00
Temporary Establishment D: 13 - 20 Dates/6 Months	Yes	Yes	\$95.00	\$175.00	\$350.00
Temporary Establishment E: 20 - 26 Dates/6 Months	Yes	Yes	\$110.00	\$200.00	\$400.00
Temporary Establishment F: 1 Date/12 Months	Yes	Yes	\$50.00	\$75.00	\$100.00
Special Event Establishment Permit (6 Month Period) ▪ May 1 st – October 31 st or ▪ November 1 st - April 30 th					
Special Event Establishment A: 1 Date/6 Months	No	Yes	\$50.00	\$75.00	N/A
Special Event Establishment B: 2-3 Dates/6 Months	No	Yes	\$100.00	\$150.00	N/A
Special Event Establishment C: 4-6 Dates/6 Months	No	Yes	\$150.00	\$300.00	N/A
Temporary Food Establishment Commissary Permit (6 Month Period) ** ▪ May 1 st – October 31 st or ▪ November 1 st - April 30 th	Yes	Yes	\$175.00	\$175.00	\$175.00

*These fees are applicable to any PERSON that falls into the above categories, including, but not limited to, public or civic agencies or organizations and not-for-profit organizations.

**A COMMISSARY SHARING AGREEMENT and/or a TEMPORARY FOOD ESTABLISHMENT COMMISSARY PERMIT is required for all TEMPORARY FOOD ESTABLISHMENTS that do not have an approved COMMISSARY. TEMPORARY FOOD ESTABLISHMENTS with complex, high risk food preparation that do not have an approved COMMISSARY or a CATEGORY I FACILITY PERMIT are required to apply and pay the \$175.00 fee for an individual

TEMPORARY FOOD ESTABLISHMENT COMMISSARY PERMIT.

- B. **Variance.** A fee of \$75.00 shall be paid with each submitted variance application.
- C. **Plan Review.** The following fees based upon RISK shall be applicable for plan review:

<u>CATEGORY I FACILITY:</u>	<u>\$400.00</u>
<u>CATEGORY II FACILITY:</u>	<u>\$300.00</u>
<u>CATEGORY III FACILITY:</u>	<u>\$200.00</u>

Section 50-79. Revocation; Fine; Injunction.

1. If an application for re-inspection to reinstate a suspended PERMIT is not filed with the HEALTH OFFICER within 30 days of the date of the original suspension notice, the PERMIT shall be revoked. The PERMIT HOLDER or OPERATOR must then make application for a new PERMIT in accordance with the provisions of subsection 50-76(2).
2. Revocation of PERMITS. The Health Authority may revoke any PERMIT for serious or repeated violations of this ordinance or for interference with the HEALTH OFFICER in the performance of his duties. Prior to such action, the Health Authority shall notify in writing the PERSON IN CHARGE advising him of the intended revocation. Any time prior to revocation, the PERSON IN CHARGE may file with the Health Authority a written request for a hearing to show cause why such revocation should not ensue.
3. It shall be unlawful for a PERSON to operate a FOOD ESTABLISHMENT without a valid PERMIT or during a period of suspension or revocation. Any PERSON convicted of this offense or the violation of any other Section of this Article shall be fined not less than ~~\$10.00~~\$50.00 or more than ~~\$200.00~~\$1,000.00 for each day of violation.
4. In addition to a fine or other remedy the HEALTH OFFICER may seek an injunction against any PERMIT HOLDER, PERSON, or OPERATOR violating this Article as provided in 410 ILCS 625/1.

Section 50-80. Hearings.

1. An administrative hearing shall be provided by the HEALTH OFFICER when requested by the PERMIT HOLDER or PERSON affected by an order or decision under this Article. Such request shall be in writing and shall be filed with the HEALTH OFFICER within the limits established in the most recent notice issued by the HEALTH OFFICER.

2. All hearings provided for in this Article shall be conducted at the office of the HEALTH OFFICER on a date and time specified by him upon notice to all responsible persons. Hearings shall be afforded within five (5) business days after receiving a written request for hearing from (a) a PERSON who is EXCLUDED by the Health Department from working in a FOOD ESTABLISHMENT; (b) a PERMIT HOLDER or PERSON whose FOOD is subject to a hold order; or (c) a PERMIT HOLDER whose PERMIT is summarily suspended in accordance with the provisions of subsection 50-78(4). Hearings shall be afforded within thirty (30) calendar days after receiving a written request for all other matters.
3. The notice of hearing shall contain the following information: (a) time, date, and place of the hearing; (b) purpose of the hearing; (c) facts that constitute the basis or reason for the hearing including specific details of violations or allegations; (d) rights of the respondent, including the right to be represented by counsel and to present witnesses and evidence on the respondent's behalf; and (e) consequences of failing to appear at the hearing.
4. A complete record of a hearing shall be prepared under the direction of the HEALTH OFFICER and maintained as part of the Health Department's records for the FOOD ESTABLISHMENT. A verbatim transcript of the hearing will not be prepared unless required by law.
5. The HEALTH OFFICER shall make a final finding based upon the complete hearing record and shall sustain, modify, or rescind any notice or orders considered in the hearing. The HEALTH OFFICER shall provide each person with a written decision within ten days from the hearing. If any person fails to appear for a hearing, the hearing notice shall be deemed an order to comply with all provisions included in such notice. A recheck inspection shall be conducted no later than ten days from the date of the hearing notice to determine compliance.
6. ~~An administrative hearing shall be provided by the HEALTH OFFICER when requested by the PERMIT HOLDER. Such request shall be in writing and shall be filed with the HEALTH OFFICER within the limits established in the most recent notice issued by the HEALTH OFFICER. Any oral testimony given at such hearing shall be reported verbatim, and the presiding Officer shall make provision for sufficient copies of the transcript. The HEALTH OFFICER shall make a final finding based upon the complete hearing record and shall sustain, modify, or rescind any notice or orders considered in the hearing. A written report of the hearing decision shall be furnished to the PERMIT HOLDER.~~
7. Any failure to provide a hearing shall not be a defense for any prosecution for enforcement of this Article.

Section 50-81. Inspections and Inspection Report.

1. For new construction or change in ownership of an existing FOOD ESTABLISHMENT, proof of final inspection by the applicable building department, fire department and sanitary district shall be provided to the Health Department prior to issuance of a PERMIT.
2. The frequency of inspection for existing FOOD ESTABLISHMENTS shall be determined by facility risk classification as follows:

~~Class 1~~CATEGORY I FACILITY – 3 times per year,

~~Class 2~~CATEGORY II FACILITY – 1 time per year,

~~Class 3~~CATEGORY III FACILITY – 1 time every 2 years.

~~The HEALTH OFFICER upon property identification shall be permitted to enter, at any time, any FOOD ESTABLISHMENT within the county for the purpose of inspection. PERMIT HOLDERS shall disclose sources of FOOD and supplies received or used in the PERMIT HOLDER's operation of a FOOD ESTABLISHMENT.~~

- ~~3. Inspections shall be required before the issuance of any new PERMIT. To receive PERMIT the applicant shall have an inspection, with no critical violations, and shall be in full compliance with structural and equipment requirements.~~
4. Whenever the HEALTH OFFICER makes an inspection of a FOOD ESTABLISHMENT and discovers that any of the requirements of this Article have been violated, he shall notify the PERMIT HOLDER or OPERATOR of such violations by means of an inspection report form or written notice, or both. In such notification the HEALTH OFFICER shall:
 - a. Set forth the specific violations found, state the correction to be made and set forth a weight point value for each violation. Inspection remarks shall be written to reference, by Section number, the Section violated.
 - b. Establish a FOOD ESTABLISHMENT rating score and inform the PERMIT HOLDER or OPERATOR of the subsequent steps in the enforcement procedure regarding a specific and reasonable period of time for corrections, or any other steps which may be deemed necessary to achieve compliance; and correction of the violations shall be accomplished with the period specified provided, however, that if IMMINENT HEALTH HAZARD exists FOOD operations shall immediately cease. Operations shall not resumed until authorized by the HEALTH OFFICER.
 - c. State that in the case of TEMPORARY FOOD ESTABLISHMENTS violations must be corrected within a specific time period not to exceed twenty-four (24)

hours. Failure to comply with such notice shall result in immediate suspension of the permit.

- d. State that failure to comply with any notice issued in accordance with the provisions of this Article may result in the initiation of permit suspension hearings.
- e. State that an opportunity to appeal from any notice or inspection finding will be provided if a written request for a hearing is filed with the notice of correction or within ten days following any order to cease operations. ~~If a request for hearing is received, a hearing shall be held within ten days of the receipt of the request.~~
- f. State that whenever a FOOD ~~service~~ ESTABLISHMENT is required under the provisions of this Section to cease operations, it shall not resume operations until it is shown on re-inspection that conditions responsible for the ceasing of operations no longer exist. Opportunity for inspection shall be offered within a reasonable time.
- g. Notices provided for under this Section shall be served as set forth in Section 8-8 of the 2013 FDA Code, as adopted. ~~deemed to have been properly served when the original copy of the inspection report form or other notice has been delivered personally to the permit holder or operator, or such notice has been sent by registered or certified mail, return receipt requested, to the last known address of the permit holder.~~ The completed inspection report form is a public document, and a copy of such ~~notice~~notice form shall be filed with the records of the HEALTH OFFICER and shall be made available to the public ~~to any person who requests it~~ according to law.

Section 50-86. Plan Review.

When a FOOD ESTABLISHMENT is hereafter constructed or REMODELED, or when an existing structure is converted for use as a FOOD ESTABLISHMENT, properly prepared plans and specifications for such construction, REMODELING, or alteration showing layout, arrangements, and construction materials of the work areas and the location, size, and type of fixed EQUIPMENT and facilities, and any other information that may be needed to complete approval of the plans, shall be submitted before such work is started. ~~Review of such plans shall be subject to a fee of \$260.00.~~ Fees for plan review, as set forth in Section 50-77, must be paid at the time of submission.

The HEALTH OFFICER shall approve the plans and specifications if they meet the requirements of this Article. No FOOD ESTABLISHMENT shall be constructed, extensively REMODELED, or converted except in accordance with the plans and specifications approved by the HEALTH OFFICER. Submission requirements for EQUIPMENT, construction, and installation plans are provided in the County Health Department "Food Service construction Requirements" guide, which is on file in the County Clerk's office, and in Sections ~~50-131, 50-132, and 50-133.~~

Section 50-89. Adoption of Federal and State Regulations.

The inspection of ~~FOOD service~~-ESTABLISHMENTS and retail stores shall be carried out in accordance with this Article, the 2013 FDA Food Code, and the current and subsequent revisions and amendments of the State~~Illinois~~ Department of Public Health's Illinois Food Code Part 750.~~"Food Service Sanitation Code" and "Retail Food Service Sanitation Code."~~ To the extent that any of these regulations are inconsistent, the most stringent regulation will apply. Three copies of each publication shall be on file in the office of the County Clerk. Copies are also available for review online at no charge.

Section 50-132. Design and Fabrication.

[This section is hereby deleted in its entirety and replaced with the following:]

1. All EQUIPMENT installed in new or remodeled facilities, and all replacement EQUIPMENT hereafter installed, shall meet or exceed the design and fabrication standards set by the National Sanitation Foundation or the equivalent.
2. When a sink is needed for the washing or preparation of FOOD, a separate sink shall be installed solely for that purpose.

Section 50-178. Plumbing.

[This section is hereby deleted in its entirety and replaced with the following:]

All plumbing shall be sized, installed and maintained in accordance with all applicable provisions of state and local laws, ordinances and regulations. There shall be no cross connection between the safe water supply and an unsafe or questionable water supply, or any source of pollution through which the safe water supply might become contaminated.

Section 50-197. Walls and Ceilings.

1. Generally. Walls and ceilings, including doors, windows, and similar enclosures shall be maintained in good repair.
2. Construction. The walls, including non-supporting partitions, wall coverings, and ceilings of walk-in refrigeration units, FOOD preparation areas, FOOD storage areas, EQUIPMENT and UTENSIL washing areas, toilet rooms, and vestibules shall be light colored, smooth, non-absorbent, and easily cleanable, and preferably light colored or a surface on which dirt can be easily seen and removed. Concrete or pumice blocks used for interior wall construction in these locations shall be finished and sealed to provide an easily cleanable surface.
3. Exposed rafters. Studs, joists, and rafters shall not be exposed in FOOD preparation areas, UTENSIL washing areas, toilet rooms, and vestibules. If exposed in other rooms, they shall be finished to provide an easily cleanable service.

4. Utility service lines. Exposed utility service lines and pipes shall be installed in such a way that does not obstruct or prevent cleaning of the walls or ceiling. In all new or extensively remodeled establishments, all utility service lines shall be concealed within the structure to as great an extent as possible.
5. Attached equipment. Light fixtures, vent covers, wall-mounted fans, decorative materials, and similar equipment attached to walls and ceilings shall be easily cleanable and shall be maintained in good repair.
6. Covering materials. Covering materials such as sheet metal, linoleum, vinyl, and similar materials shall be easily cleanable and non-absorbent and shall be attached and sealed to the wall and ceiling surface so as to leave no open spaces or cracks.

Section 50-200. Ventilation.

[This section is hereby deleted in its entirety and replaced with the following:]

All ventilation systems shall be installed and maintained in accordance with all applicable provisions of state and local laws, ordinances and regulations.

Section 50-203. Premises.

[This section is hereby deleted in its entirety and replaced with the following:]

1. Generally. The general standard for the FOOD ESTABLISHMENT premises are as follows:
 - a. The FOOD ESTABLISHMENT and all parts of the property used in connection with the operation of the FOOD ESTABLISHMENT shall be kept neat, clean, and free of litter, rubbish, and unnecessary articles.
 - b. The walking and driving surface of all exterior areas of the FOOD ESTABLISHMENT shall be surfaced with concrete or asphalt or with gravel or similar material effectively treated to facilitate maintenance and minimize dust. These surfaces shall be graded to drain and shall be kept clean.
 - c. Only articles necessary to the operation and maintenance of the FOOD ESTABLISHMENT shall be stored on the premises.
 - d. The travel of unnecessary persons through the FOOD preparation and UTENSIL washing areas and the presence in those areas of person not authorized by the management or PERSON IN CHARGE is prohibited.
2. Laundry facilities. The standards for laundry facilities are as follows:

- a. No laundry operation shall be conducted, except that linens, uniforms, and aprons used in the FOOD ESTABLISHMENT may be laundered on the premises. If such items are laundered on the premises, an approved gas or electric dryer shall be provided and used.
- b. Laundry facilities shall be located separate from FOOD preparation and UTENSIL and EQUIPMENT washing areas and shall be enclosed with a self-closing door.

Section 50-217. Mobile Food Units.

[This section is hereby deleted in its entirety and replaced with the following:]

Plan review and inspections for MOBILE FOOD UNITS shall be in accordance with the FDA Food Code Mobile Food Establishment Matrix, as contained in the 2013 FDA Food Code. MOBILE FOOD UNITS shall operate from a commissary or other fixed service building that is constructed and operated in compliance with applicable Sections of this Article for the purpose of cooking, obtaining water, food, and other supplies, for emptying and disposing of wastes, and for sanitary maintenance of the MOBILE FOOD UNIT.

BE IT FURTHER ORDAINED that the penalty for violation of any of the provisions of the FDA Food Code or County Food Code shall be a fine of not more than \$1,000.00 for each offense and that each day that a violation exists shall be considered a separate offense; nothing herein, however, shall preclude enforcement proceedings by means other than a fine, including injunction proceedings.

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 on January 1, 2019, and the County Clerk is hereby directed to distribute a certified copy of this Ordinance to the Public Health Administrator, the County Auditor, and the County Administrator.

Respectfully submitted,
OPERATIONS & ADMINISTRATIVE COMMITTEE

AGREE

Keith McDonald, Chairman

Jean Crosby

John Butitta

Joe Hoffman

Dorothy Redd

Jaime Salgado

Paul Arena

DISAGREE

Keith McDonald, Chairman

Jean Crosby

John Butitta

Joe Hoffman

Dorothy Redd

Jaime Salgado

Paul Arena

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:

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

Ayes: _____ Nays: _____ Absent: _____

PUBLIC WORKS COMMITTEE

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

18-CO-XXX

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

**A RESOLUTION REPEALING A RESOLUTION
GRANTING TO THE ILLINOIS BELL TELEPHONE COMPANY
CERTAIN RIGHTS IN THE HIGHWAYS OF THE COUNTY OF WINNEBAGO**

WHEREAS Chapter 82 of the Winnebago County Code, entitled, "Traffic and Vehicles" regulates traffic and vehicles upon highways within the Winnebago County Highway System; and

WHEREAS the Illinois Compiled Statutes, as amended, provide for the County Board and the County Engineer to have authority over and supervision of County Highways; and

WHEREAS the Illinois Highway Code (605 ILCS 5/9-113), as amended, set forth the powers and authority of the appropriate highway authority as they relate to the placement, removal, relocation, modification, or abandonment of utilities and facilities within public highways including their placement within the rights-of-way of county highways. For county highways, the appropriate highway authority shall be the County Engineer; and

WHEREAS by Resolution 78-CR-105, adopted on the 13th day of July, 1978 the County Board of Winnebago County (County) granted to Illinois Bell Telephone Company (Company) and its successors, certain rights in the highways of the County, one of these being that the County would charge no fees for any work done by the Company within County rights-of-way; and

WHEREAS in exchange that no fees would be charged the County was granted by the Company a concession of twenty-five percent (25%) from its regular business rates; and

WHEREAS as the County no longer has many lines from the successor(s) of the Company, the amount of the fees that could be received from the successor(s) of the Company for utility work within County rights-of-ways exceeds the twenty-five percent (25%) reduction in business rates; and

WHEREAS in order to repeal Resolution 78-CR-105, the County must pass a separate resolution doing so; and

WHEREAS, it would be in the public interest to repeal Resolution 78-CR-105 terminating all special considerations that the Company's successor(s) enjoys to preserve and protect the public safety, health, and general welfare as they relate to the operation and use of County Highways and their associated rights-of-way.

NOW, THEREFORE BE IT RESOLVED, by the County Board of the County of Winnebago, Illinois that Resolution 78-CR-105 is hereby repealed and that all rights enjoyed by Illinois Bell Telephone Company and its successor(s) under said Resolution are hereby rescinded and terminated; and

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

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

Respectfully submitted,
PUBLIC WORKS COMMITTEE

AGREE

DISAGREE


Dave Tassoni, Chairman

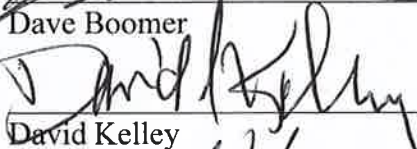
Dave Tassoni, Chairman

Burt Gerl

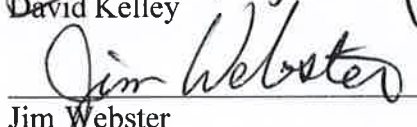
Burt Gerl


Dave Boomer

Dave Boomer


David Kelley

David Kelley


Jim Webster

Jim Webster

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

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

ATTEST:

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

September 26, 1978 ILLINOIS BELL TELEPHONE COMPANY'S COPY

County of Winnebago and the
Chairman and County Board thereof
Rockford, Illinois

Members of the County Board:

On behalf of the Illinois Bell Telephone Company, I am happy to accept the provisions of "A Resolution Granting To The Illinois Bell Telephone Company, Its Lessees, Successors and Assigns, Certain Rights In Winnebago County, Rockford, Illinois."

This ordinance was passed by the County Board and signed by the Chairman on July 13, 1978.

Yours very truly,

Illinois Bell Telephone Company


Vice President

Attest:


Secretary

FILED


SEP 28 1978


COUNTY CLERK

STATE OF ILLINOIS
COUNTY OF WINNEBAGO
ROCKFORD, ILLINOIS

I, PAUL P. GILL County Clerk of Winnebago County, Illinois do hereby certify that I am the keeper of the records, papers, entries, documents and resolutions of said County, and that the above and foregoing is a true, correct and complete copy of a certain document filed in my office on the 28th day of SEPTEMBER, A.D., 1978.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said County this 28th day of September, A.D., 1978.


Winnebago County Clerk
PAUL P. GILL

STATE OF ILLINOIS, }
COUNTY OF WINNEBAGO, } ss.

I, PAUL P. GILL, County Clerk, within and for said
County, and having a seal do hereby certify that I have compared the foregoing copy of the
Record of

RESOLUTION GRANTING TO THE ILLINOIS BELL TELEPHONE COMPANY
CERTAIN RIGHTS IN THE HIGHWAYS OF THE COUNTY OF WINNEBAGO.

with the Original Record thereof now remaining in my office, and have found the same to be a correct trans-
script therefrom and of the whole of such Original Record.

In testimony whereof I have hereunto set my hand and affixed
the seal of said Court, at the City of Rockford, in said County,

this 7TH day of SEPTEMBER A. D. 1978

Paul P. Gill

Clerk

BY: _____ Deputy

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

Your COMMITTEE ON CENTRAL SERVICES presents the following Resolution granting to the Illinois Bell Telephone Company certain rights in the highways of the County of Winnebago.

R E S O L U T I O N

WHEREAS, the Illinois Bell Telephone Company is a public entity duly authorized to provide telephone service to the residents of a portion of Winnebago County; and

WHEREAS, it is necessary and convenient to encumber rights-of-way of the County of Winnebago in order to provide such services; and

WHEREAS, the County Board of the County of Winnebago, pursuant to Section 9-113 of the Illinois Highway Code, as amended, and Ill.Rev.Stat. ch. 134, secs. 4 and 20 (1977) has the authority to prohibit or regulate the encumbrance of rights-of-way under its jurisdiction so as not to incommode the public in the use thereof; and

WHEREAS, the Committee on Central Services and the Committee on Public Works and Services have recommended the adoption of the following Resolution.

NOW, THEREFORE, BE IT RESOLVED by the County Board of the County of Winnebago as follows:

SECTION 1. That the County Board of the County of Winnebago, State of Illinois, hereby consents and grants to ILLINOIS BELL TELEPHONE COMPANY, its lessees, successors, and assigns the right to construct, erect, renew, maintain, and operate in, upon, along, across, under, and over the roads, streets, alleys, and public ways of the said County (hereinafter for convenience called the County) lines of poles, anchors, wires, cables, conduits, vaults, laterals, and other fixtures and equipment in order that Illinois Bell Telephone Company may use the same for the transmission of sounds and signals by means of electricity and for the conduct of a general telephone business.

SECTION 2. The location and height above or the depth below the public thoroughfares of the existing lines of poles, anchors, wires, cables, conduits, vaults, laterals, and other fixtures and equipment of said Company within the County are hereby approved; and the same shall be maintained and operated under and subject to the provisions of this Resolution.

SECTION 3. The change in or extension of any of said poles, anchors, wires, cables, conduits, vaults, laterals or other fixtures and equipment (herein referred to as "structures") or the construction of any additional structures in, upon, along, across, under, or over the roads, streets, alleys, and public ways of the County shall be done only upon the written application of the Company. If the proposed change, extension, or construction shall conform to the provisions hereof, the County Board shall issue, without charge, its written consent therefor; said written consent shall be recorded by the Company in the Office of the Recorder of Deeds of the County.

SECTION 4. The work authorized by the consent of the County Board of the County shall be accomplished under the direction of the Superintendent of Highways. The height above public thoroughfares of all aerial wires and cables hereafter constructed shall conform to the requirements of the Illinois Commerce Commission or other regulatory body having jurisdiction thereof. All structures hereafter installed shall be so placed and work in connection with such installation shall be so performed as not to interfere unreasonably with ordinary travel on the highways of the County.

SECTION 5. The Company, after doing any excavating, shall leave the surface

of the ground in a neatly graded condition. All sidewalks, parkways, or pavements disturbed by the Company shall be restored by it to as good a condition as before said sidewalk, parkway, or pavement was disturbed by it; and in the event that any such sidewalk, parkway, or pavement shall become uneven, unsettled, or otherwise requires repairing because of such disturbance by the Company, then the Company as soon as climatic conditions will permit shall promptly, upon receipt of notice from the County so to do, cause such sidewalk, parkway, or pavement to be repaired and restored to as good a condition as before said sidewalk, parkway, or pavement was disturbed by the Company. The Company shall keep all structures which it shall have constructed in a reasonably safe condition at all times and shall maintain such barriers and danger signals during the construction, repair, or renewal work performed hereunder as will reasonably avoid damage to life, limb, and property.

SECTION 6. If, at any time during the life of this agreement, the structures or appurtenances of the Company as located and constructed upon the roadways or thoroughfares of the County should interfere in any way with the layout, widening, improvement, maintenance, or use of roadways or thoroughfares subject to the County's jurisdiction, the Company shall, upon written request of the County Board of the County, move or reconstruct such part of its structures or any of the appurtenances in connection therewith as may be necessary so as not to interfere with or obstruct such work or use. The entire cost of such relocation, rearrangement, or reconstruction shall be borne by the Company unless otherwise provided by law or the order of the Illinois Commerce Commission.

SECTION 7. The said Company shall, at its own expense, defend all suits that may be brought against the County on account of or in connection with the violation by the Company of any of the obligations hereby imposed upon or assumed by it or by reason of or in connection with any damage to life, limb, or property as a result of any of the structures constructed by it; provided said damage results from Company's sole negligence and shall save and keep harmless the County from any and all damages, judgments, costs, and expenses of every kind that may arise by reason thereof; provided that notice in writing shall be immediately given to said Company of any claim or suit against the County, which, by the terms hereof, the said Company shall be obligated to defend or against which the Company has hereby agreed to save and keep harmless the County and provided further that the County shall furnish to said Company all information in its possession relating to said claim or suit and shall cooperate with said Company in the defense of said claim or suit. Nothing herein shall be construed to limit the responsibility and duty of the State's Attorney for the County of Winnebago to appear and defend lawsuits against the County of Winnebago; and the County may, if it so desires, assist in defending any such claim or suit but solely under the direction of the Company or its attorneys. The Company shall not be required to reimburse the County for expenses incurred by it in case of the election so to assist.

SECTION 8. So long as said Company exercises and enjoys the rights granted to it hereunder, it will grant to the County a concession of twenty-five (25) percent from its regular business rates (except for message unit charges) in effect from time to time under the Company's Local and General Local Exchange Tariffs for telephone services offered by said Tariffs and rendered by the Company to the County for the business of the County only and within the limits thereof. Neither shall this Section be construed to include any telephone services beyond the operating exchange boundaries of territories served by the Company. No liability shall attach to the Company with respect to the furnishing of said service or facilities or on account of any failure or interruption of said service or facilities, except that the Company will restore such service and facilities promptly upon receipt of notice of such interruption or failure. The concession shall be in lieu of all fees or charges for the inspection of Company's facilities, for the issuance of consents or permits for the location of Company's facilities, and for any and all other fees, taxes, or charges levied by the County on the Company, except taxes levied against the value of Company's real or personal property.

Section 9. The Company, after five (5) days' written notice from the Building Official of the County to do so, shall remove or raise or lower its structures temporarily to permit the moving of a building or any other object along a highway, provided the benefited party or parties shall agree to pay the Company an amount equal to the actual cost of effecting such temporary changes in its structures; and provided further that, pending the determination of such actual cost, the benefited party or parties shall have deposited with the Company an amount equal to the cost as estimated by the Company. Should any amount of such deposit remain unexpended, after deducting the actual cost involved, said amount shall be returned to the party making the deposit.

Section 10. The County reserves the right to repeal this resolution or rescind this contract and forfeit the rights hereby created or sought to be created, provided that no such repeal, rescission, or forfeiture shall exist or be claimed because of failure or neglect on the part of Company until written notice of such failure or neglect so claimed shall have been given to said Company and a reasonable opportunity afforded it to comply with the provisions hereof or to prove that such compliance already exists. In the event that the Illinois Commerce Commission or any other body, board, commission, or court of competent jurisdiction shall adjudge any provision or provisions hereof invalid or illegal or direct a change by the Company in any matter or thing herein contained, such invalidity or illegality or change shall in no way affect the remaining provisions of this resolution or their validity or legality; and this resolution in all other respects shall continue in full force and effect as if said provision or provisions had not been so adjudged invalid or illegal or such change directed.

Section 11. So long as the Company exercises the rights and consents granted to it hereunder and as long as the County shall receive the consideration therefor, the County will not, by ordinance, resolution, or otherwise, vacate, surrender, or relinquish its right in any street, alley, or public way in which the Company has its structures installed without reserving and protecting the rights of the Company to maintain its facilities and equipment in said street, alley, or public way.

Section 12. All grants or consents heretofore made or granted by the County by resolution or otherwise to said Company and all rights of said Company under grants or consents made by the County to others from which said Company may have purchased any part of its poles, lines, equipment, or plant are hereby affirmed and adopted herein, it being the intention that this resolution shall contain all grants, consents, and obligations of said Company in connection therewith.

Section 13. Whenever the word "Company" or the words "Illinois Bell Telephone Company" are used in this resolution, they shall be construed to mean the Illinois Bell Telephone Company, its lessees, successors, and assigns; and this resolution shall be binding upon and inure to the benefit of the said Company, its lessees, successors, and assigns.

Section 14. This resolution shall be in full force and effect upon receipt by the Clerk of the County of the Company's written and unconditional acceptance of all of the provisions of this resolution executed by its proper officers thereunto duly authorized, under the corporate seal of said Company, and attested by its Secretary or Assistant Secretary.

Section 15. The Clerk of the County Board is hereby directed to send a certified copy of this Resolution to the Illinois Bell Telephone Company.

Respectfully submitted,

COMMITTEE ON CENTRAL SERVICES

Robert B. Dillard
Chairman

Laurens F. Fieris
Jessica D. Hall

Ronald Magnuson
Angene Peterson
W. R. Fisher

The above and foregoing Resolution was adopted this 13th day of July, 1978.

ATTEST:

Frank G. St. Angel
Frank G. St. Angel, Chairman of the County
Board of the County of Winnebago, Illinois.

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

18-CR-XXX

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

**RESOLUTION AUTHORIZING THE EXECUTION OF A LOCAL PUBLIC AGENCY
AGREEMENT FOR FEDERAL PARTICIPATION TO PROVIDE A BRIDGE LOAD
RATING STUDY FOR VARIOUS COUNTY & TOWNSHIP STRUCTURES;
AUTHORIZING THE EXECUTION OF A PRELIMINARY ENGINEERING SERVICES
AGREEMENT FOR FEDERAL PARTICIPATION WITH WILLETT HOFMANN &
ASSOCIATES, INC. TO PERFORM THE STUDY; AND
APPROPRIATING THE LOCAL SHARE OF FUNDS
(SECTION 16-00634-00-ES)**

WHEREAS there are various structures throughout the County that need to be analyzed as to their load ratings before an overweight truck permit can be issued by the Centralized Agencies Permitting System (CAPS); and

WHEREAS the County of Winnebago does not employ professional structural engineering staff to perform the necessary analysis and other related services to determine the load ratings of a given structure for the purpose of issuing an overweight permit; and

WHEREAS the County has received Federal Bridge funds to perform a bridge load permitting study to create a County wide structural ratings data base using AASHTO Ware Bridge software of various County, township and municipal structures throughout the County with Federal Funds picking up 80% of the cost for a maximum of \$500,000; and

WHEREAS the remaining 20% of the funding (\$125,000) for the study will be paid from the County's "Centralized Agencies Permitting System" otherwise known as C.A.P.S.; and

WHEREAS a condition of the Federal funding agreement is that the County attests and appropriates the County's share of the project costs which is being done through a Resolution for Improvements Under the Illinois Highway Code (Motor Fuel Tax funds) in the amount of \$125,000, even though no actual monies will be spent from this fund; and

WHEREAS Willett Hofmann & Associates, Inc., has agreed to perform such analytical services at various fees depending on the structure type as outlined in the attached Preliminary Engineering Services Agreement for Federal Participation Annual Services Agreement, for a not to exceed fee of \$624,930.19; and

WHEREAS it would be in the public interest to enter into the attached Agreement for professional services with the fees for such services being established by personnel and equipment charge out rates as outlined for the various tasks of the attached Agreement (exhibit A), to enter into the attached Local Public Agency Agreement for Federal Participation (exhibit B) and to appropriate from the Motor Fuel Tax fund the sum of \$125,000 (exhibit C)

NOW THEREFORE BE IT RESOLVED by the County Board of the County of Winnebago, Illinois that the County Board Chairman is authorized to execute on behalf of the County of Winnebago the a "Preliminary Engineering Services Agreement for Federal Participation" in substantially the form attached hereto (exhibit A) with Willett Hofmann & Associates for the not to exceed fee of \$624,930.19 and a "Local Public Agency Agreement for Federal Participation" in substantially the form attached hereto (exhibit B) and that the County Board of the County of Winnebago, Illinois appropriates one hundred twenty five thousand dollars (\$125,000) (exhibit C) or as much of such sum as may be needed to match federal funds in the completion of the aforementioned project known as MFT Section Number 16-00634-00-ES.

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

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

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

**Respectfully submitted,
PUBLIC WORKS COMMITTEE**

AGREE

DISAGREE

Dave Tassoni, Chairman

Dave Tassoni, Chairman

Burt Gerl

Burt Gerl

Dave Boomer

Dave Boomer

David Kelley

David Kelley

Jim Webster

Jim Webster

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

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

ATTEST:

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

Exhibit A

Local Public Agency Winnebago Co. Highway	L O C A L A G E N C Y	 Illinois Department of Transportation Preliminary Engineering Services Agreement For Federal Participation	C O N S U L T A N T	Consultant Willett, Hofmann & Associates, Inc
County Winnebago				Address 57 Airport Drive
Section 16-000634-00-ES				City Rockford
Project No. S-92-001-18				State IL
Job No. M0JW(121)				Zip Code 61109
Contact Name/Phone/E-mail Address Joseph Vanderwerff, PE 815-319-4000 jvanderwerff@co.winnebago.il.us				Contact Name/Phone/E-mail Address Brian K. Converse, PE, SE 815-284-3381 bconverse@willetthofmann.com

THIS AGREEMENT is made and entered into this _____ day of _____, 2018 between the above Local Public Agency (LPA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the PROJECT. Federal-aid funds allotted to the LPA by the state of Illinois under the general supervision of the Illinois Department of Transportation (STATE) will be used entirely or in part to finance engineering services as described under AGREEMENT PROVISIONS.

Project Description

Name Permit Rating Chart & AASHTOWare Route Varies Length N/A Structure No. Varies

Termini Structure Length of all Structures in Winnebago County

Description Engineering services to produce a permit rating chart and model all bridges in Winnebago County in AASHTOWare. This agreement along with Exhibits A, B, C, D, E & F constitute the agreement between the parties.

Agreement Provisions**I. THE ENGINEER AGREES,**

- To perform or be responsible for the performance, in accordance with STATE approved design standards and policies, of engineering services for the LPA for the proposed improvement herein described.
- To attend any and all meetings and visit the site of the proposed improvement at any reasonable time when requested by representatives of the LPA or STATE.
- To complete the services herein described within 730 calendar days from the date of the Notice to Proceed from the LPA, excluding from consideration periods of delay caused by circumstances beyond the control of the ENGINEER.
- The classifications of the employees used in the work should be consistent with the employee classifications and estimated man-hours shown in EXHIBIT A. If higher-salaried personnel of the firm, including the Principal Engineer, perform services that are indicated in Exhibit A to be performed by lesser-salaried personnel, the wage rate billed for such services shall be commensurate with the payroll rate for the work performed.
- That the ENGINEER is qualified technically and is entirely conversant with the design standards and policies applicable for the PROJECT; and that the ENGINEER has sufficient properly trained, organized and experienced personnel to perform the services enumerated herein.
- That the ENGINEER shall be responsible for the accuracy of the work and shall promptly make necessary revisions or corrections resulting from the ENGINEER's errors, omissions or negligent acts without additional compensation. Acceptance of work by the STATE will not relieve the ENGINEER of the responsibility to make subsequent correction of any such errors or omissions or for clarification of any ambiguities.
- That all plans and other documents furnished by the ENGINEER pursuant to this AGREEMENT will be endorsed by the ENGINEER and will affix the ENGINEER's professional seal when such seal is required by law. Plans for structures to be built as a part of the improvement will be prepared under the supervision of a registered structural engineer and will affix structural engineer seal when such seal is required by law. It will be the ENGINEER's responsibility to affix the proper seal as required by the Bureau of Local Roads and Streets manual published by the STATE.
- That the ENGINEER will comply with applicable federal statutes, state of Illinois statutes, and local laws or ordinances of the LPA.

Local Public Agency Winnebago Co. Highway	L O C A L A G E N C Y	 Illinois Department of Transportation Preliminary Engineering Services Agreement For Federal Participation	C O N S U L T A N T	Consultant Willett, Hofmann & Associates, Inc
County Winnebago				Address 57 Airport Drive
Section 16-000634-00-ES				City Rockford
Project No. S-92-001-18				State IL
Job No. M0JW(121)				Zip Code 61109
Contact Name/Phone/E-mail Address Joseph Vanderwerff, PE 815-319-4000 ivanderwerff@co.winnebago.il.us				Contact Name/Phone/E-mail Address Brian K. Converse, PE, SE 815-284-3381 bconverse@willetthofmann.com

THIS AGREEMENT is made and entered into this _____ day of _____, 2018 between the above Local Public Agency (LPA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the PROJECT. Federal-aid funds allotted to the LPA by the state of Illinois under the general supervision of the Illinois Department of Transportation (STATE) will be used entirely or in part to finance engineering services as described under AGREEMENT PROVISIONS.

Project Description

Name	Permit Rating Chart & AASHTOWare	Route	Varies	Length	N/A	Structure No.	Varies
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Agreement Provisions

I. THE ENGINEER AGREES,

- To perform or be responsible for the performance, in accordance with STATE approved design standards and policies, of engineering services for the LPA for the proposed improvement herein described.
- To attend any and all meetings and visit the site of the proposed improvement at any reasonable time when requested by representatives of the LPA or STATE.
- To complete the services herein described within 730 calendar days from the date of the Notice to Proceed from the LPA, excluding from consideration periods of delay caused by circumstances beyond the control of the ENGINEER.
- The classifications of the employees used in the work should be consistent with the employee classifications and estimated man-hours shown in EXHIBIT A. If higher-salaried personnel of the firm, including the Principal Engineer, perform services that are indicated in Exhibit A to be performed by lesser-salaried personnel, the wage rate billed for such services shall be commensurate with the payroll rate for the work performed.
- That the ENGINEER is qualified technically and is entirely conversant with the design standards and policies applicable for the PROJECT; and that the ENGINEER has sufficient properly trained, organized and experienced personnel to perform the services enumerated herein.
- That the ENGINEER shall be responsible for the accuracy of the work and shall promptly make necessary revisions or corrections resulting from the ENGINEER's errors, omissions or negligent acts without additional compensation. Acceptance of work by the STATE will not relieve the ENGINEER of the responsibility to make subsequent correction of any such errors or omissions or for clarification of any ambiguities.
- That all plans and other documents furnished by the ENGINEER pursuant to this AGREEMENT will be endorsed by the ENGINEER and will affix the ENGINEER's professional seal when such seal is required by law. Plans for structures to be built as a part of the improvement will be prepared under the supervision of a registered structural engineer and will affix structural engineer seal when such seal is required by law. It will be the ENGINEER's responsibility to affix the proper seal as required by the Bureau of Local Roads and Streets manual published by the STATE.
- That the ENGINEER will comply with applicable federal statutes, state of Illinois statutes, and local laws or ordinances of the LPA.

9. The undersigned certifies neither the ENGINEER nor I have:
- employed or retained for commission, percentage, brokerage, contingent fee or other considerations, any firm or person (other than a bona fide employee working solely for me or the above ENGINEER) to solicit or secure this AGREEMENT,
 - agreed, as an express or implied condition for obtaining this AGREEMENT, to employ or retain the services of any firm or person in connection with carrying out the AGREEMENT or
 - paid, or agreed to pay any firm, organization or person (other than a bona fide employee working solely for me or the above ENGINEER) any fee, contribution, donation or consideration of any kind for, or in connection with, procuring or carrying out the AGREEMENT.
 - are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency,
 - have not within a three-year period preceding the AGREEMENT been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property,
 - are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (e) and
 - have not within a three-year period preceding this AGREEMENT had one or more public transactions (Federal, State or local) terminated for cause or default.
10. To pay its subconsultants for satisfactory performance no later than 30 days from receipt of each payment from the LPA.
11. To submit all invoices to the LPA within one year of the completion of the work called for in this AGREEMENT or any subsequent Amendment or Supplement.
12. To submit BLR 05613, Engineering Payment Report, to the STATE upon completion of the project (Exhibit B).
13. Scope of Services to be provided by the ENGINEER:
- ☒ Make such detailed surveys as are necessary for the planning and design of the PROJECT.
 - ☐ Make stream and flood plain hydraulic surveys and gather both existing bridge upstream and downstream high water data and flood flow histories.
 - ☐ Prepare applications for U.S. Army Corps of Engineers Permit, Illinois Department of Natural Resources Office of Water Resources Permit and Illinois Environmental Protection Agency Section 404 Water Quality Certification.
 - ☐ Design and/or approve cofferdams and superstructure shop drawings.
 - ☐ Prepare Bridge Condition Report and Preliminary Bridge Design and Hydraulic Report, (including economic analysis of bridge or culvert types and high water effects on roadway overflows and bridge approaches).
 - ☐ Prepare the necessary environmental and planning documents including the Project Development Report or Environmental Assessment, State Clearinghouse, Substate Clearinghouse and all necessary environmental clearances.
 - ☐ Make such soil surveys or subsurface investigations including borings and soil profiles as may be required to furnish sufficient data for the design of the proposed improvement. Such investigations to be made in accordance with the current Standard Specifications for Road and Bridge Construction, Bureau of Local Roads and Streets Administrative Policies, Federal-Aid Procedures for Local Highway Improvements or any other applicable requirements of the STATE.
 - ☐ Analyze and evaluate the soil surveys and structure borings to determine the roadway structural design and bridge foundation.
 - ☐ Prepare preliminary roadway and drainage structure plans and meet with representatives of the LPA and STATE at the site of the improvement for review of plans prior to the establishment of final vertical and horizontal alignment, location and size of drainage structures, and compliance with applicable design requirements and policies.
 - ☐ Make or cause to be made such traffic studies and counts and special intersection studies as may be required to furnish sufficient data for the design of the proposed improvement.
 - ☐ Complete the general and detailed plans, special provisions and estimate of cost. Contract plans shall be prepared in accordance with the guidelines contained in the Bureau of Local Roads and Streets manual. The special provisions and detailed estimate of cost shall be furnished in quadruplicate.
 - ☐ Furnish the LPA with survey and drafts in quadruplicate all necessary right-of-way dedications, construction easements and borrow pit and channel change agreements including prints of the corresponding plats and staking as required.

II. THE LPA AGREES,

1. To furnish the ENGINEER all presently available survey data and information
2. To pay the ENGINEER as compensation for all services rendered in accordance with this AGREEMENT, on the basis of the following compensation formulas:

Cost Plus Fixed Fee ☐ CPFF = 14.5%[DL + R(DL) + OH(DL) + IHDC], or
 ☐ CPFF = 14.5%[DL + R(DL) + 1.4(DL) + IHDC], or
 ☒ CPFF = 14.5%[(2.3 + R)DL + IHDC]

Where: DL = Direct Labor
 IHDC = In House Direct Costs
 OH = Consultant Firm's Actual Overhead Factor
 R = Complexity Factor

Specific Rate ☐ (Pay per element)

Lump Sum ☐ _____

3. To pay the ENGINEER using one of the following methods as required by 49 CFR part 26 and 605 ILCS 5/5-409:

☒ With Retainage

- a) **For the first 50% of completed work**, and upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LPA, monthly payments for the work performed shall be due and payable to the ENGINEER, such payments to be equal to 90% of the value of the partially completed work minus all previous partial payments made to the ENGINEER.
- b) **After 50% of the work is completed**, and upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LPA, monthly payments covering work performed shall be due and payable to the ENGINEER, such payments to be equal to 95% of the value of the partially completed work minus all previous partial payments made to the ENGINEER.
- c) **Final Payment** – Upon approval of the work by the LPA but not later than 60 days after the work is completed and reports have been made and accepted by the LPA and the STATE, a sum of money equal to the basic fee as determined in this AGREEMENT less the total of the amounts of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.

☐ Without Retainage

- a) **For progressive payments** – Upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LPA, monthly payments for the work performed shall be due and payable to the ENGINEER, such payments to be equal to the value of the partially completed work minus all previous partial payments made to the ENGINEER.
 - b) **Final Payment** – Upon approval of the work by the LPA but not later than 60 days after the work is completed and reports have been made and accepted by the LPA and STATE, a sum of money equal to the basic fee as determined in this AGREEMENT less the total of the amounts of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.
4. The recipient shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The recipient shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31U.S.C. 3801 et seq.).
 5. To certify by execution of this AGREEMENT that the selection of the ENGINEER was performed in accordance with the Local Government Professional Services Selection Act 50 ILCS 510, the Brooks Act 40USC 11, and Procurement, Management, and Administration of Engineering and Design related Services (23 CFR part 172). Exhibit C is required to be completed with this agreement.

III. IT IS MUTALLY AGREED,

1. That no work shall be commenced by the ENGINEER prior to issuance by the LPA of a written Notice to Proceed.
2. That tracings, plans, specifications, estimates, maps and other documents prepared by the ENGINEER in accordance with this AGREEMENT shall be delivered to and become the property of the LPA and that basic survey notes, sketches, charts and other data prepared or obtained in accordance with this AGREEMENT shall be made available, upon request, to the LPA or to the STATE, without restriction or limitation as to their use.

3. That all reports, plans, estimates and special provisions furnished by the ENGINEER shall be in accordance with the current Standard Specifications for Road and Bridge Construction, Bureau of Local Roads and Streets Administrative Policies, Federal-Aid Procedures for Local Highway Improvements or any other applicable requirements of the STATE, it being understood that all such furnished documents shall be approved by the LPA and the STATE before final acceptance. During the performance of the engineering services herein provided for, the ENGINEER shall be responsible for any loss or damage to the documents herein enumerated while they are in the ENGINEER's possession and any such loss or damage shall be restored at the ENGINEER's expense.
4. That none of the services to be furnished by the ENGINEER shall be sublet, assigned or transferred to any other party or parties without written consent of the LPA. The consent to sublet, assign or otherwise transfer any portion of the services to be furnished by the ENGINEER shall not be construed to relieve the ENGINEER of any responsibility for the fulfillment of this agreement.
5. To maintain, for a minimum of 3 years after the completion of the contract, adequate books, records and supporting documents to verify the amounts, recipients and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, records and supporting documents related to the contract shall be available for review and audit by the Auditor General and the STATE; and to provide full access to all relevant materials. Failure to maintain the books, records and supporting documents required by this section shall establish a presumption in favor of the STATE for the recovery of any funds paid by the STATE under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.
6. The payment by the LPA in accordance with numbered paragraph 3 of Section II will be considered payment in full for all services rendered in accordance with this AGREEMENT whether or not they be actually enumerated in this AGREEMENT.
7. That the ENGINEER shall be responsible for any and all damages to property or persons arising out of an error, omission and/or negligent act in the prosecution of the ENGINEER's work and shall indemnify and save harmless the LPA, the STATE, and their officers, agents and employees from all suits, claims, actions or damages of any nature whatsoever resulting there from. These indemnities shall not be limited by the listing of any insurance policy.
8. This AGREEMENT may be terminated by the LPA upon giving notice in writing to the ENGINEER at the ENGINEER's last known post office address. Upon such termination, the ENGINEER shall cause to be delivered to the LPA all drawings, plats, surveys, reports, permits, agreements, soils and foundation analysis, provisions, specifications, partial and completed estimates and data, if any from soil survey and subsurface investigation with the understanding that all such material becomes the property of the LPA. The LPA will be responsible for reimbursement of all eligible expenses to date of the written notice of termination.
9. This certification is required by the Drug Free Workplace Act (30ILCS 580). The Drug Free Workplace Act requires that no grantee or contractor shall receive a grant or be considered for the purpose of being awarded a contract for the procurement of any property or service from the State unless that grantee or contractor will provide a drug free workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of contract or grant payments, termination of a contract or grant and debarment of the contracting or grant opportunities with the State for at least one (1) year but no more than five (5) years.

For the purpose of this certification, "grantee" or "contractor" means a corporation, partnership or other entity with twenty-five (25) or more employees at the time of issuing the grant, or a department, division or other unit thereof, directly responsible for the specific performance under a contract or grant of \$5,000 or more from the State, as defined in the Act.

The contractor/grantee certifies and agrees that it will provide a drug free workplace by:

- a. Publishing a statement:
 - (1) Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the grantee's or contractor's workplace.
 - (2) Specifying the actions that will be taken against employees for violations of such prohibition.
 - (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
 - (a) abide by the terms of the statement; and
 - (b) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
- b. Establishing a drug free awareness program to inform employees about:
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's or contractor's policy of maintaining a drug free workplace;
 - (3) Any available drug counseling, rehabilitation and employee assistance program; and
 - (4) The penalties that may be imposed upon an employee for drug violations.
- c. Providing a copy of the statement required by subparagraph (a) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
- d. Notifying the contracting or granting agency within ten (10) days after receiving notice under part (B) of paragraph (3) of subsection (a) above from an employee or otherwise receiving actual notice of such conviction.
- e. Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by,
- f. Assisting employees in selecting a course of action in the event drug counseling, treatment and rehabilitation is required and indicating that a trained referral team is in place.
- g. Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

10. The ENGINEER or subconsultant shall not discriminate on the basis of race, color, national origin or sex in the performance of this AGREEMENT. The ENGINEER shall carry out applicable requirements of 49 CFR part 26 in the administration of DOT assisted contracts. Failure by the ENGINEER to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination of this AGREEMENT or such other remedy as the LPA deems appropriate.
11. When the ENGINEER is requested to complete work outside the scope of the original AGREEMENT, a supplemental AGREEMENT will be required. Supplements will also be required for the addition or removal of subconsultants, direct costs, the use of previously unspecified staff, and other material changes to the original AGREEMENT.

Agreement Summary

Prime Consultant:	TIN Number	Agreement Amount
Willett, Hofmann & Associates, Inc.	36-2600957	\$624,930.19
Sub-Consultants:	TIN Number	Agreement Amount

Sub-Consultant Total:		-----
Prime Consultant Total:		\$624,930.19
Total for all Work:		\$624,930.19

Executed by the LPA:

(Municipality/Township/County)

ATTEST:

By: _____
Clerk

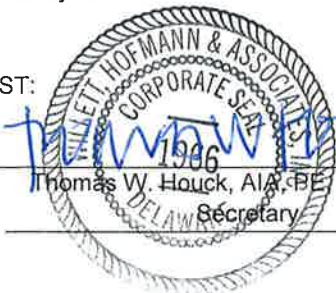
By: _____
Title: _____

(SEAL)

Executed by the ENGINEER:

ATTEST:

By: _____
Thomas W. Houck, AIA, PE, LED AP BD+C
Secretary



By: _____
Brian K. Converse, PE, SE
President & General Manager



WILLET HOFMANN
& A S S O C I A T E S I N C

ENGINEERING ARCHITECTURE LAND SURVEYING

57 Airport Drive
Rockford, IL 61109

November 12, 2018

EXHIBIT A
Cost Estimate of Consultant Services
Pages 1-3 of 3

Route:	Varies
Project:	Permit Rating Chart & AASHTOWare
Section:	16-000634-00-ES
County:	Winnebago
Job No.:	M0JW(121)
Project No.:	S-92-001-18

BLR 05610 (Rev. 9)
ModifiedDate November 12, 2018

*Firm's approved rates on file with IDOT's
Bureau of Accounting and Auditing:

Overhead Rate (OH):	158.67%
Complexity Factor (R):	0

Calendar Days: 365

Cost Plus fixed Fee 1
Cost Plus Fixed Fee 2
Cost Plus Fixed Fee 3
Direct Labor Multiple
Specific Rate
Lump Sum

	14.5%[DL + R(DL) + OH(DL) + IHDC]
	14.5%[DL + R(DL) + 1.4(DL) + IHDC]
X	14.5%[(2.3 + R)DL + IHDC]
	[(2.8 + R)DL] + IHDC

Sheet: 1 of 3

Item	Man Hours	Average Hourly Rate	Payroll Costs (DL)	Overhead (OH) *	Services By Others	InHouse Direct Costs (IHDC) (F)	Fixed Fee (G)	Total (C)+(D)+(E)+ (F)+(G)	% of Grand Total
	(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)	(I)
Field Checks	160.5	\$33.06	\$5,306.13	\$8,419.24			\$1,769.59	\$15,494.96	2.5%
AASHTOWare Input	2498.0	\$39.74	\$99,270.52	\$157,512.53			\$33,106.72	\$289,889.77	46.4%
Hand Calculations	2497.5	\$39.73	\$99,225.68	\$157,441.39			\$33,091.76	\$289,758.83	46.4%
Bridge Permit Chart	80.0	\$39.74	\$3,179.20	\$5,044.44			\$1,060.26	\$9,283.90	1.5%
Project Coordination	12.0	\$58.59	\$703.08	\$1,115.58			\$234.48	\$2,053.14	0.3%
QC/QA	40.0	\$58.59	\$2,343.60	\$3,718.59			\$781.59	\$6,843.78	1.1%
Project Management	40.0	\$58.59	\$2,343.60	\$3,718.59			\$781.59	\$6,843.78	1.1%
Meetings	32.0	\$50.96	\$1,630.72	\$2,587.46			\$543.85	\$4,762.03	0.8%
TOTAL =	5360.0		\$214,002.53	\$339,557.82	\$0.00	\$0.00	\$71,369.84	\$624,930.19	100.0%



EXHIBIT A

BLR 05610 (Rev. 9)

Modified

Average Hourly Project Rates

Exhibit A

Firm: Willett, Hofmann & Associates, Inc.
Route: Various
Section: 16-000634-00-ES
County: Winnebago
Job No.: M0JW(121)
Project No.: S-92-001-18
Type of Funding: STR
Exist Str No: Various

Date: November 12, 2018

Sheet: 2 of 3

Payroll Classification	Avg. Hourly Rates	Field Checks			AASHTOWare Input			Hand Calculations			Bridge Permit Chart		
		Hours	% Part.	Wgtd. Rate	Hours	% Part.	Wgtd. Rate	Hours	% Part.	Wgtd. Rate	Hours	% Part.	Wgtd. Rate
Principal Engineering Manager	\$58.59		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00
Engineering Manager	\$53.01		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00
Civil Engineer IV	\$43.33	80.0	49.84%	\$21.60	1249.0	50.00%	\$21.67	1248.5	49.99%	\$21.66	40.0	50.00%	\$21.67
Civil Engineer III	\$36.13		0.00%	\$0.00	1249.0	50.00%	\$18.07	1249.0	50.01%	\$18.07	40.0	50.00%	\$18.07
Civil Engineering Intern II	\$35.02		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00
Civil Engineering Intern I	\$32.19		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00
Principal Architectural Manager	\$50.94		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00
Architect IV	\$45.32		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00
Architect III	\$38.50		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00
Architectural Intern II	\$35.02		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00
Architectural Intern I	\$31.93		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00
Prof. Land Surveyor Manager	\$40.87		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00
Prof. Land Surveyor IV	\$36.65		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00
Prof. Land Surveyor III	\$28.50		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00
Prof. Land Surveyor (SIT) II	\$25.75		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00
Prof. Land Surveyor (SIT) I	\$23.69		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00
Technician IV	\$29.93		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00
Technician III	\$22.86	80.5	50.16%	\$11.46		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00
Technician II	\$21.74		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00
Technician I	\$19.35		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00
Survey Worker Foreman	\$27.58		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00
Survey Worker	\$26.00		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00
Administrative Assistant	\$21.13		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00
TOTALS:		160.5	100.00%	\$33.06	2498.0	100.00%	\$39.74	2497.5	100.00%	\$39.73	80.0	100.00%	\$39.74



EXHIBIT A

BLR 05610 (Rev. 9)
Modified
Average Hourly Project Rates
Exhibit A

Firm: Willett, Hofmann & Associates, Inc.
Route: Various
Section: 16-000634-00-ES
County: Winnebago
Job No.: M0JW(121)
Project No.: S-92-001-18
Type of Funding: STR
Exist Str No: Various

Date: November 12, 2018

Sheet: 3 of 3

Payroll Classification	Avg. Hourly Rates	Project Coordination			QC/QA			Project Management			Meetings		
		Hours	% Part.	Wgtd. Rate	Hours	% Part.	Wgtd. Rate	Hours	% Part.	Wgtd. Rate	Hours	% Part.	Wgtd. Rate
Principal Engineering Manager	\$58.59	12.0	100.00%	\$58.59	40.0	100.00%	\$58.59	40.0	100.00%	\$58.59	16.0	50.00%	\$29.29
Engineering Manager	\$53.01		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00
Civil Engineer IV	\$43.33		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00	16.0	50.00%	\$21.67
Civil Engineer III	\$36.13		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00
Civil Engineering Intern II	\$35.02		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00
Civil Engineering Intern I	\$32.19		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00
Principal Architectural Manager	\$50.94		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00
Architect IV	\$45.32		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00
Architect III	\$38.50		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00
Architectural Intern II	\$35.02		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00
Architectural Intern I	\$31.93		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00
Prof. Land Surveyor Manager	\$40.87		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00
Prof. Land Surveyor IV	\$36.65		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00
Prof. Land Surveyor III	\$28.50		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00
Prof. Land Surveyor (SIT) II	\$25.75		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00
Prof. Land Surveyor (SIT) I	\$23.69		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00
Technician IV	\$29.93		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00
Technician III	\$22.86		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00
Technician II	\$21.74		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00
Technician I	\$19.35		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00
Survey Worker Foreman	\$27.58		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00
Survey Worker	\$26.00		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00
Administrative Assistant	\$21.13		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00
TOTALS:		12.00	100.00%	\$58.59	40.00	100.00%	\$58.59	40.00	100.00%	\$58.59	32.00	100.00%	\$50.96



WILLETT HOFMANN
& A S S O C I A T E S I N C

ENGINEERING ARCHITECTURE LAND SURVEYING

57 Airport Drive
Rockford, IL 61109

November 12, 2018

EXHIBIT A.1

Attachment to Cost Estimate of Consultant Services

Page 1-1 of 1

Route:	Varies
Project:	Permit Rating Chart & AASHTOWare
Section:	16-000634-00-ES
County:	Winnebago
Job No.:	M0JW(121)
Project No.:	S-92-001-18

EXHIBIT A.1

Willet, Hofmann & Associates, Inc. (WHA) will perform a permit rating chart and AASHTOWare input for each of the County bridge structures, Township structures and a portion of the Municipal structures. WHA believes that according to the attached CECS the fee requested to complete all structures will exceed the current funding level of \$625,000.00. It is the intent of WHA to complete the County and Township structures first, and the Municipal structures last. With that being said, WHA will work with the County to prioritize the rating of the remaining Municipal structures.

WHA will inform the County when the current funding amount of \$625,000.00 is close to being met, and will inform the County of any Municipal structures that have not been rated. Those structures will be addressed when additional funding is allocated to this project.

This Engineering Agreement is a NOT TO EXCEED contract in the amount of \$624,930.19.



WILLETT HOFMANN
& A S S O C I A T E S I N C

ENGINEERING ARCHITECTURE LAND SURVEYING

57 Airport Drive
Rockford, IL 61109

August 16, 2017

EXHIBIT B1 & B2

Average Hourly Rates per Classification

Range of Hourly Rates of Fulltime Staff

Pages 1-2 of 2

Route:	Varies
Project:	Permit Rating Chart & AASHTOWare
Section:	16-000634-00-ES
County:	Winnebago
Job No.:	M0JW(121)
Project No.:	S-92-001-18



WILLETTS HOFMANN
 & ASSOCIATES INC
 ENGINEERING ARCHITECTURE LAND SURVEYING

AVERAGE HOURLY RATES PER CLASSIFICATION

EXHIBIT B1

PAYROLL RATES

FIRM NAME	Willetts, Hofmann & Associates, Inc.		DATE 4/2/2018 - 3/31/2019
PRIME/SUPPLEMENT	Prime		
ESCALATION RATE			3.00%
CLASSIFICATION		Projected Average Hourly Rates During Term of Phase I Contract	
		Current Rates	Escalated Rate
Principal Engineering Manager		\$56.88	\$58.59
Engineering Manager		\$51.47	\$53.01
Civil Engineer IV		\$42.07	\$43.33
Civil Engineer III		\$35.08	\$36.13
Civil Engineering Intern II		\$34.00	\$35.02
Civil Engineering Intern I		\$31.25	\$32.19
Principal Architectural Manager		\$49.46	\$50.94
Architect IV		\$44.00	\$45.32
Architect III		\$37.38	\$38.50
Architectural Intern II		\$34.00	\$35.02
Architectural Intern I		\$31.00	\$31.93
Prof. Land Surveyor Manager		\$39.68	\$40.87
Prof. Land Surveyor IV		\$35.58	\$36.65
Prof. Land Surveyor III		\$27.67	\$28.50
Prof. Land Surveyor (SIT) II		\$25.00	\$25.75
Prof. Land Surveyor (SIT) I		\$23.00	\$23.69
Technician IV		\$29.06	\$29.93
Technician III		\$22.19	\$22.86
Technician II		\$21.11	\$21.74
Technician I		\$18.79	\$19.35
Survey Worker Foreman		\$26.78	\$27.58
Survey Worker		\$25.24	\$26.00
Administrative Assistant		\$20.51	\$21.13



EXHIBIT B2
RANGE OF HOURLY RATES OF FULLTIME STAFF

Effective April 1, 2018

Classification	Rate Range	
	Low	High
Principal Engineering Manager	\$48.00	\$74.00
Engineering Manager	\$42.00	\$64.00
Civil Engineer IV	\$38.00	\$58.00
Civil Engineer III	\$30.00	\$54.00
Civil Engineering Intern II	\$27.00	\$47.00
Civil Engineering Intern I	\$23.00	\$39.00
Principal Architectural Manager	\$42.00	\$64.00
Architect IV	\$39.00	\$60.00
Architect III	\$37.00	\$56.00
Architectural Intern II	\$31.00	\$48.00
Architectural Intern I	\$25.00	\$39.00
Prof. Land Surveyor Manager	\$33.00	\$51.00
Prof. Land Surveyor IV	\$28.00	\$43.00
Prof. Land Surveyor III	\$25.00	\$39.00
Prof. Land Surveyor (SIT) II	\$22.00	\$34.00
Prof. Land Surveyor (SIT) I	\$20.00	\$30.00
Technician IV	\$24.00	\$37.00
Technician III	\$21.00	\$32.00
Technician II	\$20.00	\$30.00
Technician I	\$17.00	\$27.00
Survey Worker Foreman	\$25.00	\$39.00
Survey Worker	\$23.00	\$35.00
Administrative Assistant	\$15.00	\$26.00



WILLET HOFMANN
& A S S O C I A T E S I N C

ENGINEERING ARCHITECTURE LAND SURVEYING

57 Airport Drive
Rockford, IL 61109

November 12, 2018

EXHIBIT C

Federal Qualified Based Selection Checklist

Page 1-1 of 1

Route:	Varies
Project:	Permit Rating Chart & AASHTOWare
Section:	16-000634-00-ES
County:	Winnebago
Job No.:	M0JW(121)
Project No.:	S-92-001-18



WILLET HOFMANN
& A S S O C I A T E S I N C
ENGINEERING ARCHITECTURE LAND SURVEYING

57 Airport Drive
Rockford, IL 61109

November 12, 2018

EXHIBIT D
Summary of County Structures
Pages 1-6 of 6

Route:	Varies
Project:	Permit Rating Chart & AASHTOWare
Section:	16-000634-00-ES
County:	Winnebago
Job No.:	M0JW(121)
Project No.:	S-92-001-18

EXHIBIT D

Summary of County Structures	
Type	Total
Concrete Arch Deck Filled	1
Concrete Continous Culvert Rigid	3
Concrete Continous Culvert	9
Concrete Continous Slab	2
Concrete Culvert	40
PPC Box Beam	5
PPC I Beam Continous	4
PPC I Beam	5
Precast 3 Sided Structures	2
Precast Concrete Culvert	1
Steel Continous Multi Beam	16
Steel Culvert	2
Steel Multi Beam	1
Total =	91

EXHIBIT D

Winnebago County - County Bridge List												
S.N	Township	Facility Carried	Feature Crossed	Structure Type	Maint. Resp.	Insp. Inter.	Deck Condition	Super Rating	Sub. Rating	Cul. Cond.	Prev. Suff. Rating	Current Suff. Rating
101-3101	ROCKFORD	CUNNINGHAM ROAD	S BR KENT CREEK	STEEL - MULTI BEAM	COUNTY	48	8	8	8	N		99.6
101-3000	ROSCOE	ELEVATOR ROAD	NO KINNICKINICK CR	STEEL CONT. - MULTI BEAM	COUNTY	23	6	6	6	N		98.4
101-3023	ROCKFORD	CENTRAL AVE	N FORK KENT CREEK	CONC. CONT. SLAB	COUNTY	48	8	8	7	N		82.6
101-3065	DURAND	CROWLEY ROAD	N BR OTTER CREEK	CONC. CONT. CULVERT	COUNTY	24	N	N	N	7		99.7
101-3073	LAONA	ROCK GROVE ROAD	RANDALLS CREEK	PPC - BOX BEAM	COUNTY	24	7	6	7	N		98.9
101-3075	LAONA	YALE BRIDGE ROAD	RANDALLS CREEK	PPC - BOX BEAM	COUNTY	24	6	6	6	N		94.5
101-3085	OWEN	HARLEM RD - CH 25	ROCK RIVER	STEEL CONT. - MULTI BEAM	COUNTY	24	6	6	6	N		97.1
101-3091	HARLEM	PERRYVILLE RD	S BR WILLOW CREEK	PRECAST - SHED STR.	COUNTY	48	N	7	7	N		94.2
101-3093	ROCKFORD	SPRINGFIELD AVE	CNRR	PPC - I BEAM - CONT.	COUNTY	48	7	7	7	N		96.5
101-3076	LAONA	YALE BRIDGE ROAD	RANDALLS CREEK	PPC - BOX BEAM	COUNTY	24	6	6	8	N		94.5
101-3100	ROCKFORD	KISHWAUKEE ROAD	KISHWAUKEE RIVER	STEEL CONT. - MULTI BEAM	COUNTY	24	6	7	8	N		79.8
101-2039	PECATONICA	PECATONICA ROAD	DRAINAGE DITCH	CONC. CULVERT	COUNTY	48	N	N	N	5		97.8
101-3102	WINNEBAGO	MONTAGUE RD	W BR MILL CREEK	PPC - I BEAM	COUNTY	48	8	8	8	N		98.6
101-3103	CHERRY VALLEY	PERRYVILLE RD	UNION PACIFIC RAIL RD	STEEL CONT. - MULTI BEAM	COUNTY	24	9	9	9	N		97.2
101-3104	ROCKFORD	CUNNINGHAM RD	S BR KENT CREEK	CONC. CONT. SLAB	COUNTY	24	9	9	9	N		91.1
101-5003	ROCKFORD	MERIDIAN ROAD	UNNAMED CREEK	CONC. CONT. CULVERT	COUNTY	24	N	N	N	5		99
101-5004	ROCKFORD	MERIDIAN RD	S BR KENT CREEK	STEEL - CULVERT	COUNTY	24	N	N	N	7		91
101-5008	PECATONICA	TELEGRAPH ROAD	BR PECATONICA RV	CONC. CULVERT	COUNTY	24	N	N	N	6		73.7
101-5010	BURRITT	PAS1057 TELEGRAPH RD	BR PECATONICA RV	CONC. CONT. CULV. RIGID	COUNTY	24	N	N	N	5		54.7
101-5016	LAONA	YALE BRIDGE ROAD	RANDALLS CREEK	PPC - BOX BEAM	COUNTY	24	6	6	6	N		94.5
101-5018	SEWARD	PAS52 (MONTAGUE RD)	W BR MILL CREEK	CONC. CONT. CULVERT	COUNTY	24	N	N	N	7		69.3
101-5097	HARRISON	WHEELER ROAD	OTTER CREEK	PRECAST - SHED STR.	COUNTY	48	N	7	6	N		99.8
101-6152	ROCKFORD	HILLTOP RD	N CHANNEL ROCK RIVER	PPC - I BEAM	COUNTY	24	6	6	6	N		94.7
101-6079	ROCKTON	ROCKTON ROAD	RACCOON CREEK	STEEL CONT. - MULTI BEAM	COUNTY	48	7	8	8	N		97.4
101-6080	ROCKTON	ROCKTON ROAD	ROCK RIVER	PPC - I BEAM - CONT.	COUNTY	48	7	8	8	N		92.4

Color Code Index:

Rated a 7 or Higher, Rated a 6, Rated a 5, Rated a 4 or Less, Rated to a 4 during current inspection

EXHIBIT D

S.N	Township	Facility Carried	Feature Crossed	Structure Type	Maint. Resp.	Insp. Inter.	Deck Condition	Super Rating	Sub. Rating	Cul. Cond.	Prev. Suff. Rating	Current Suff. Rating
101-3081	ROCKTON	ROCKTON ROAD	ROCK RIVER OVERFLOW	PPC - I-BEAM - CONT.	COUNTY	46	5	5	5	N		97.4
101-0175	ROCKTON	ROCKTON ROAD	ROCK RIVER	STEEL CONT. - MULTI-BEAM	COUNTY	24	4	5	5	N		83.6
101-0149	PECATONICA	PECATONICA ROAD	PEC. RIVER OVFLOW	PPC - I-BEAM	COUNTY	24	6	6	7	N		98.6
101-3082	ROCKTON	ROCKTON ROAD	ROCKTN DAM MILL RACE	PPC - I-BEAM - CONT.	COUNTY	24	6	6	7	N		97.4
101-3084	OWEN	FRANK BAUER PARKWAY	ICT LINE RAILROAD	STEEL CONT. - MULTI-BEAM	COUNTY	24	7	6	7	N		93.8
101-3085	ROSCOE	HONGNEGAH ROAD	DRY CREEK	STEEL CONT. - MULTI-BEAM	COUNTY	48	7	7	8	N		97.3
101-0093	SEWARD	PECATONICA RD.	GROVE CREEK	CONC. - ARCH DECK FILLED	COUNTY	24	N	6	7	N		82.1
101-0150	ROCKTON	ROCKTON ROAD	ROCK RIVER	STEEL CONT. - MULTI-BEAM	COUNTY	24	5	5	5	N		84.8
101-0150	PECATONICA	PECATONICA ROAD	PECATONICA RIVER	PPC - I-BEAM	COUNTY	24	7	6	6	N		97.6
101-0150	ROCKTON	ROCKTON ROAD	ROCK RIVER	STEEL CONT. - MULTI-BEAM	COUNTY	24	5	5	5	N		84.8
101-0153	ROCKFORD	BELTLINE ROAD	S CHANNEL ROCK RIV	PPC - I-BEAM	COUNTY	24	7	7	6	N		94.4
101-0171	ROCKFORD	BELTLINE RD	KISHWAUKEE CK	STEEL CONT. - MULTI-BEAM	COUNTY	24	5	5	7	N		97
101-0172	ROCKFORD	BELT LINE RD	IL RR	STEEL CONT. - MULTI-BEAM	COUNTY	24	5	8	7	N		97
101-3003	ROCKFORD	CUNNINGHAM ROAD	CN RR	STEEL CONT. - MULTI-BEAM	COUNTY	24	6	5	7	N		76.8
101-3012	ROCKFORD	MERIDIAN ROAD	CN RR	PPC - BOX BEAM	COUNTY	24	6	7	6	N		82.2
101-3016	ROCKTON	ROSCOE ROAD	ROCK RIVER	STEEL CONT. - MULTI-BEAM	COUNTY	24	6	5	6	N		73
101-3022	LAONA	YALE BRIDGE ROAD	SUGAR RIVER	STEEL CONT. - MULTI-BEAM	COUNTY	24	5	5	5	N		83.9
101-3020	LAONA	YALE BRIDGE ROAD	SUGAR RIVER	STEEL CONT. - MULTI-BEAM	COUNTY	24	5	5	6	N		82.3
101-5028	SEWARD	CH-37 (KLINGER RD)	SUMNER CREEK	CONC. CONT. CULVERT	COUNTY	24	N	N	N	5		81.4
101-0099	PECATONICA	TELEGRAPH ROAD	DRAINAGE DITCH	PPC - BOX BEAM	COUNTY	24	6	6	6	N		98.6
101-5152	ROCKFORD	OLD CREEK ROAD	KEITH CREEK	CONC. CULVERT	COUNTY	46	N	N	N	7		81.6
101-5019	LAONA	FAS-40 (YALE BR RD)	DRAINAGE DITCH	CONC. CONT. CULV. RIGID	COUNTY	24	N	N	N	5		81.1
101-5118	ROSCOE	WHITE SCHOOL ROAD	S BR DRY RUN CREEK	CONC. CULVERT	COUNTY	24	N	N	N	6		80.9
101-5130	HARLEM	PERRYVILLE ROAD	KEITH CREEK	CONC. CULVERT	COUNTY	46	N	N	N	7		80.7
101-5136	DURAND	CENTER ROAD	N. BR OTTER CREEK	CONC. CULVERT	COUNTY	46	N	N	N	7		80.9
101-5137	LAONA	WHEELER ROAD	UNNAMED CREEK	CONC. CULVERT	COUNTY	48	N	N	N	8		89.9

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EXHIBIT D

S.N	Township	Facility Carried	Feature Crossed	Structure Type	Maint. Resp.	Insp. Inter.	Deck Condition	Super Rating	Sub. Rating	Col. Cond.	Prev. Suff. Rating	Current Suff. Rating
101-5138	ROCKFORD	E RIVERSIDE BLVD	SPRING CREEK	CONC. CULVERT	COUNTY	24	N	N	N	6		83.5
101-5141	HARLEM	PERRYVILLE RD	SPRING CREEK	CONC. CULVERT	COUNTY	24	N	N	N	6		98.2
101-5144	HARLEM	PERRYVILLE RD	LOVES PARK CREEK	CONC. CULVERT	COUNTY	45	N	N	N	8		83.9
101-5145	HARLEM	PERRYVILLE RD	N BR WILLOW CREEK	CONC. CULVERT	COUNTY	45	N	N	N	8		84
101-5111	CHERRY VALLEY	PERRYVILLE ROAD	MADIGAN CK	CONC. CULVERT	COUNTY	24	N	N	N	6		82.8
101-5151	HARLEM	PERRYVILLE RD	WILLOW CREEK	CONC. CULVERT	COUNTY	45	N	N	N	7		81.4
101-5110	ROSCOE	OLD RIVER ROAD	UNNAMED CREEK	CONC. CULVERT	COUNTY	24	N	N	N	6		96.1
101-5155	ROSCOE	PRAIRIE HILL WILLOW BRK	DRY CREEK RUN	PRECAST CONC. CULVERT	COUNTY	45	N	N	N	7		84
101-5156	PECATONICA	PECATONICA ROAD	PINK CREEK	CONC. CULVERT	COUNTY	45	N	N	N	7		99.3
101-5154	ROCKTON	ROCKTON RD	DRY RUN CREEK	CONC. CULVERT	COUNTY	45	N	N	N	8		97.5
101-5159	PECATONICA	TELEGRAPH RD	COOLIDGE CREEK	CONC. CULVERT	COUNTY	45	N	N	N	9		95.7
101-5160	BURRITT	AUBURN RD	UNNAMED CREEK	CONC. CULVERT	COUNTY	24	N	N	N	5		58.7
101-5162	SHIRLAND	PAS-40 (YALE BR RD)	SUGAR CREEK	CONC. CONT. CULV. RIGID	COUNTY	24	N	N	N	5		52.9
101-5164	ROCKFORD	LINDENWOOD RD	UNNAMED CREEK	CONC. CULVERT	COUNTY	24	N	N	N	5		75.4
101-5165	BURRITT	MERIDIAN ROAD	DRAINAGE	CONC. CULVERT	COUNTY	24	N	N	N	6		74.2
101-5146	ROCKFORD	SPRINGFIELD AVE	S BR KENT CREEK	STEEL CULVERT	COUNTY	24	N	N	N	5		69
101-5075	PECATONICA	BRICK SCHOOL ROAD	BEAVER RUN	CONC. CULVERT	COUNTY	45	N	N	N	7		100
101-5030	SEWARD	CUNNINGHAM ROAD	GROVE CREEK	CONC. CULVERT	COUNTY	24	N	N	N	6		91.1
101-5031	SEWARD	CUNNINGHAM ROAD	DRAINAGE DITCH	CONC. CULVERT	COUNTY	24	N	N	N	5		88.9
101-5032	SEWARD	CUNNINGHAM ROAD	GROVE CREEK	CONC. CONT. CULVERT	COUNTY	24	N	N	N	6		91.1
101-5035	LAONA	BEST ROAD	N BR OTTER CREEK	CONC. CONT. CULVERT	COUNTY	24	N	N	N	5		68.3
101-5036	DURAND	BEST ROAD	S BR OTTER CREEK	CONC. CONT. CULVERT	COUNTY	24	N	N	N	5		68
101-5039	DURAND	FRITZ ROAD	S FORK OTTER CREEK	CONC. CULVERT	COUNTY	24	N	N	N	5		88.8
101-5040	DURAND	FRITZ ROAD	UNNAMED DRAINAGE DITCH	CONC. CULVERT	COUNTY	24	N	N	N	6		91.1
101-5041	ROCKTON	ROSCOE ROAD	UNNAMED CREEK	CONC. CULVERT	COUNTY	24	N	N	N	6		97.5

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EXHIBIT D

S.N	Township	Facility Carried	Feature Crossed	Structure Type	Maint. Resp.	Insp. Inter.	Deck Condition	Super Rating	Sub. Rating	Cul. Cond.	Prev. Suff. Rating	Current Suff. Rating
101-5042	OWEN	OLD RIVER ROAD	BLACKS CREEK	CONC. CULVERT	COUNTY	24	N	N	N	7		99.3
101-5117	WINNEBAGO	MONTAGUE ROAD	EBR MOSQUITO CREEK	CONC. CULVERT	COUNTY	46	N	N	N	7		99.7
101-5051	DURAND	DURAND ROAD	S FORK OTTER CREEK	CONC. CULVERT	COUNTY	24	N	N	N	6		87.3
101-5020	ROCKTON	PAS 40 (YALE BRG RD)	RACCOON CREEK	CONC. CONT. CULVERT	COUNTY	24	N	N	N	5		66.2
101-5080	ROCKFORD	BAVIER RD	BRKLEBUCK CREEK	CONC. CULVERT	COUNTY	24	N	N	N	7		97.1
101-5089	LAONA	BAKER ROAD	HR SUTAR RIVER	CONC. CULVERT	COUNTY	18	N	N	N	7		100
101-5092	HARLEM	SWANSON RD	UNNAMED STREAM	CONC. CULVERT	COUNTY	45	N	N	N	7		98.9
101-5093	HARLEM	SWANSON ROAD	MCDONALD CREEK	CONC. CULVERT	COUNTY	24	N	N	N	6		98.9
101-5094	ROCKFORD	KISHWAUKEE ROAD	CANAL CREEK	CONC. CULVERT	COUNTY	48	N	N	N	7		99.3
101-5096	ROSCOE	HELVIDERE ROAD	MCDONALD CREEK	CONC. CULVERT	COUNTY	24	N	N	N	7		96.8
101-5100	WINNEBAGO	MONTAGUE RD	ROCK CREEK	CONC. CULVERT	COUNTY	45	N	N	N	7		99.5
101-5101	DURAND	TRASK BRIDGE ROAD	N BR. PINK CR.	CONC. CULVERT	COUNTY	24	N	N	N	6		96.8
101-5109	ROCKFORD	MERIDIAN ROAD	ROCK CREEK	CONC. CULVERT	COUNTY	45	N	N	N	5		99.6
101-5045	PECATONICA	SAUNDERS ROAD	COOLIDGE CREEK	CONC. CULVERT	COUNTY	24	N	N	N	5		81.2

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WILLETT HOFMANN
& A S S O C I A T E S I N C

ENGINEERING ARCHITECTURE LAND SURVEYING

57 Airport Drive
Rockford, IL 61109

November 12, 2018

EXHIBIT E

Summary of Township Structures

Pages 1-5 of 5

Route:	Varies
Project:	Permit Rating Chart & AASHTOWare
Section:	16-000634-00-ES
County:	Winnebago
Job No.:	M0JW(121)
Project No.:	S-92-001-18

EXHIBIT E

Summary of Township Structures	
Type	Total
Concrete Continous Culvert	7
Concrete Continous Slab	1
Concrete Culvert	50
Concrete Slab	1
PPC Box Beam	11
Steel Continous Multi Beam	4
Total =	74

EXHIBIT E

Winnebago County - Township Bridge List												
S/N	Township	Facility Carried	Feature Crossed	Structure Type	Maint. Resp.	Insp. Inter.	Deck Condition	Super Rating	Sub. Rating	Cul. Cond.	Prev. Suff. Rating	Current Suff. Rating
101-3021	ROSCOE	CENTERVILLE ROAD	SO FORK KENT CREEK	CONC. SLAB	TOWNSHIP	24	5	5	6	N		66.7
101-3032	ROSCOE	COUNTY LINE ROAD	N. KINNICKINNICK CR.	CONC. CONT. CULVERT	TOWNSHIP	24	N	N	N	6		90.3
101-3063	CHERRY VALLEY	PERRYVILLE ROAD	N. KISHWAUKEE RVR.	STEEL CONT. - MULTIBEAM	TOWNSHIP	48	8	7	7	N		97.1
101-3064	CHERRY VALLEY	PERRYVILLE ROAD	S BR KISHWAUKEE RIV.	STEEL CONT. - MULTIBEAM	TOWNSHIP	48	9	7	7	N		97.1
101-3066	DURAND	PECATONICA ROAD	OTTER CREEK	CONC. CULVERT	TOWNSHIP	24	N	N	N	6		89.9
101-3067	WINNEBAGO	COMLY ROAD	COOLIDGE CREEK	CONC. CULVERT	TOWNSHIP	24	N	N	N	6		94.9
101-3069	ROCKFORD	SOUTH BEND RD	KILBUCK CR.	PPC - BOX BEAM	TOWNSHIP	48	8	7	7	N		93.7
101-3072	HARLEM	HAMBURG ROAD	STONEBRIDGE TRAIL	PPC - BOX BEAM	TOWNSHIP	24	7	7	6	N		88.2
101-3074	ROSCOE	HAMBURG ROAD	S KINNICKINNICK CR.	PPC - BOX BEAM	TOWNSHIP	24	5	5	5	N		78.3
101-3077	SHIRLAND	WINSLOW ROAD	SUGAR RIVER	PPC - BOX BEAM	TOWNSHIP	24	6	6	6	N		89.8
101-3083	HARRISON	OLIVER ROAD	RHULE CREEK	PPC - BOX BEAM	TOWNSHIP	48	7	7	7	N		100
101-3086	PECATONICA	BEAR ROAD	RR PECATONICA RIVER	PPC - BOX BEAM	TOWNSHIP	48	7	7	5	N		107
101-3090	CHERRY VALLEY	RIVER ROAD	MAYBERRY CREEK	CONC. CONT. SLAB	TOWNSHIP	48	6	8	8	N		99.9
101-3092	PECATONICA	GDEKE ROAD	JUNK CREEK	PPC - BOX BEAM	TOWNSHIP	48	7	7	8	N		100
101-3094	CHERRY VALLEY	BLOMBERG RD.	S BR KISHWAUKEE RIVER	STEEL CONT. - MULTIBEAM	TOWNSHIP	24	7	7	7	N		93.7
101-3095	ROCKFORD	TIPPLE RD.	ROCK CREEK	PPC - BOX BEAM	TOWNSHIP	48	8	8	8	N		100
101-3096	ROCKFORD	BROOKVIEW RD	SPRING CREEK	PPC - BOX BEAM	TOWNSHIP	48	8	8	8	N		99.9
101-3098	DURAND	HOLVERSON RD	S BR OF OTTER CREEK	PPC - BOX BEAM	TOWNSHIP	48	8	8	8	N		100
101-5021	SHIRLAND	FOREST PRESERVE RD	SUGAR CREEK	CONC. CULVERT	TOWNSHIP	24	N	N	N	5		81.4
101-5023	ROCKFORD	KILBUCK BLUFF TP	BR KILBUCK CR.	CONC. CULVERT	TOWNSHIP	24	N	N	N	5		81.3
101-5024	HURRITT	EDDIE ROAD	BR PECATONICA RIVER	CONC. CULVERT	TOWNSHIP	24	N	N	N	5		81.5
101-5029	SEWARD	TR-187 (KELLEY RD)	SUMNER CREEK	CONC. CONT. CULVERT	TOWNSHIP	24	N	N	N	6		97
101-5038	ROCKFORD	PRAIRIE ROAD	FULLERS CR.	CONC. CULVERT	TOWNSHIP	24	N	N	N	6		99.9
101-5047	ROSCOE	MIDDLE ROAD	DRY RUN CREEK	CONC. CULVERT	TOWNSHIP	24	N	N	N	6		85.9

Color Code Index:

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EXHIBIT E

S.N	Township	Facility Carried	Feature Crossed	Structure Type	Maint. Resp.	Insp. Inter.	Deck Condition	Super Rating	Sub. Rating	Col. Cond.	Prev. Suff. Rating	Current Suff. Rating
101-5049	ROSCOE	MANCHESTER ROAD	DRY RUN CREEK	CONC. CONT. CULVERT	TOWNSHIP	24	N	N	N	6		75.3
101-5050	LAVONA	PATTERSON ROAD	N BROOKER CREEK	CONC. CULVERT	TOWNSHIP	24	N	N	N	6		89.4
101-5052	DURAND	FARM SCHOOL ROAD	PINK CREEK	CONC. CULVERT	TOWNSHIP	24	N	N	N	5		82.7
101-5053	HARRISON	TR75 (OLIVER ROAD)	TUNNISON CREEK	CONC. CONT. CULVERT	TOWNSHIP	24	N	N	N	6		61.3
101-5054	HARRISON	TR63 (KNAPP ROAD)	TUNNISON CREEK	CONC. CONT. CULVERT	TOWNSHIP	24	N	N	N	6		61.2
101-5056	ROCKFORD	ROTHWELL ROAD	BROOK CANAL CREEK	CONC. CULVERT	TOWNSHIP	24	N	N	N	5		81.4
101-5060	ROSCOE	LOVE ROAD	N KINNICKINICK CR	CONC. CULVERT	TOWNSHIP	24	N	N	N	6		89.3
101-5061	CHERRY VALLEY	SHIRLEY ROAD	BROOK KIN WAUKEE CR	CONC. CULVERT	TOWNSHIP	24	N	N	N	6		94.7
101-5062	HARLEM	BURR OAK ROAD	S KINNICKINICK CR	CONC. CULVERT	TOWNSHIP	24	N	N	N	5		77.5
101-5067	PECATONICA	SMITH ROAD	COOLIDGE CREEK	CONC. CULVERT	TOWNSHIP	24	N	N	N	7		93.0
101-5068	OWEN	ROCKTON AVE	BRAUD CREEK	CONC. CULVERT	TOWNSHIP	24	N	N	N	6		92
101-5069	DURAND	JUDD ROAD	UNNAMED CREEK	CONC. CONT. CULVERT	TOWNSHIP	24	N	N	N	5		67.8
101-5070	OWEN	FAVOR ROAD	GLEASON CREEK	CONC. CULVERT	TOWNSHIP	24	N	N	N	6		86.9
101-5071	ROSCOE	GROCKEFT ROAD	UNNAMED CREEK	CONC. CULVERT	TOWNSHIP	24	N	N	N	7		99.7
101-5072	BURRITT	WEMPLETOWN ROAD	N FORK KENT CREEK	CONC. CULVERT	TOWNSHIP	24	N	N	N	7		88.4
101-5073	ROSCOE	BURBANK ROAD	UNNAMED CREEK	CONC. CULVERT	TOWNSHIP	48	N	N	N	7		92.4
101-5075	ROSCOE	ATWOOD ROAD	S KINNICKINICK CR	CONC. CULVERT	TOWNSHIP	24	N	N	N	6		95.4
101-5079	BURRITT	WEMPLETOWN ROAD	BORN FORK KENT CR	CONC. CULVERT	TOWNSHIP	24	N	N	N	7		88.4
101-5081	PECATONICA	BEST ROAD	PINK CREEK	CONC. CULVERT	TOWNSHIP	48	N	N	N	7		99.6
101-5083	CHERRY VALLEY	EDSON RD (TR-1A)	UNNAMED DITCH	CONC. CULVERT	TOWNSHIP	24	N	N	N	7		83.9
101-5084	ROCKFORD	WILD GINGER ROAD	KEITH CR	CONC. CULVERT	TOWNSHIP	24	N	N	N	5		78.3
101-5085	ROCKTON	KATES ROAD	GLEASON CREEK	CONC. CULVERT	TOWNSHIP	48	N	N	N	7		100
101-5086	ROCKFORD	STILLMAN VALLEY ROAD	CANAL CREEK	CONC. CULVERT	TOWNSHIP	48	N	N	N	7		99.9
101-5087	ROCKFORD	CONDON ROAD	CANAL CREEK	CONC. CULVERT	TOWNSHIP	48	N	N	N	7		99.9
101-5088	ROCKFORD	GUILFORD ROAD	KEITH CR	CONC. CULVERT	TOWNSHIP	24	N	N	N	5		57.4
101-5090	SHIRLAND	WINSTON RD	SUGAR CREEK	CONC. CULVERT	TOWNSHIP	24	N	N	N	6		99.9

Color Code Index:

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EXHIBIT E

S.N	Township	Facility Carried	Feature Crossed	Structure Type	Maint. Resp.	Insp. Inter.	Deck Condition	Super Rating	Sub. Rating	Cul Cond.	Prev. Suff. Rating	Current Suff. Rating
101-5095	ROCKFORD	FITZGERALD ROAD	ROCK CREEK	CONC. CULVERT	TOWNSHIP	48	N	N	N	7		100
101-5099	OWEN	LUANNA DRIVE	PRIVATE LAKE	CONC. CULVERT	TOWNSHIP	48	N	N	N	7		99
101-5102	OWEN	ROCKTON AVENUE	MUD CREEK	CONC. CULVERT	TOWNSHIP	48	N	N	N	7		96.3
101-5104	HARLEM	ATWOOD ROAD	MCDONALD CREEK	CONC. CULVERT	TOWNSHIP	48	N	N	N	7		99.3
101-5105	ROSCOE	ROCKTON ROAD	DRY RUN CREEK	CONC. CULVERT	TOWNSHIP	49	N	N	N	7		99.8
101-5107	ROCKFORD	CEMETERY ROAD	UNAMID CREEK DITCH	CONC. CULVERT	TOWNSHIP	24	N	N	N	5		64.4
101-5108	BURRITT	CEMETERY ROAD	TUNNISON CREEK	CONC. CULVERT	TOWNSHIP	24	N	N	N	5		64.4
101-5114	DURAND	PATTERSON ROAD	UNNAMED CREEK	CONC. CULVERT	TOWNSHIP	24	N	N	N	5		88.9
101-5115	SEWARD	MURPHY ROAD - TR 213	UNNAMED STREAM	CONC. CONC. CULVERT	TOWNSHIP	24	N	N	N	6		76.5
101-5116	HARLEM	MCMICHAEL ROAD	MCDONALD CREEK	CONC. CULVERT	TOWNSHIP	48	N	N	N	8		99.9
101-5126	DURAND	CAMPBELL ROAD	N. RIVER CREEK	CONC. CULVERT	TOWNSHIP	24	N	N	N	7		92.5
101-5128	HARRISON	CAMPBELL ROAD	HUNGRY RUN CREEK	CONC. CULVERT	TOWNSHIP	48	N	N	N	8		100
101-5131	WINNEBAGO	WILSON RD.	UNNAMED STREAM	CONC. CULVERT	TOWNSHIP	48	N	N	N	7		99.9
101-5135	SEWARD	GOALEY ROAD	GROVE CREEK	CONC. CULVERT	TOWNSHIP	48	N	N	N	8		99.9
101-5139	SEWARD	KELLEY ROAD	GROVE CREEK	CONC. CULVERT	TOWNSHIP	48	N	N	N	8		100
101-5142	OWEN	CLARK ROAD	UNNAMED CREEK	CONC. CULVERT	TOWNSHIP	48	N	N	N	8		100
101-5143	CHERRY VALLEY	RIVER ROAD	HACKETT CREEK	CONC. CULVERT	TOWNSHIP	48	N	N	N	8		100
101-5146	CHERRY VALLEY	MILL ROAD	MADIGAN CREEK	CONC. CULVERT	TOWNSHIP	48	N	N	N	8		99.1
101-5147	HARRISON	MONTE ROAD	DRAINAGE DITCH	CONC. CULVERT	TOWNSHIP	48	N	N	N	8		100
101-5149	DURAND	PATTERSON RD.	S FORK OF TEN CREEK	PIPE BOX CULVERT	TOWNSHIP	48	N	N	N	8		100
101-5150	OWEN	STAGE COACH TRAIL	BEN KENT CREEK	CONC. CULVERT	TOWNSHIP	48	N	N	N	8		99.9
101-5157	ROCKFORD	FLANESIDE DR.	KILBURN CREEK	CONC. CULVERT	TOWNSHIP	48	N	N	N	8		100

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WILLETT HOFMANN

& A S S O C I A T E S I N C

ENGINEERING ARCHITECTURE LAND SURVEYING

57 Airport Drive
Rockford, IL 61109

November 12, 2018

EXHIBIT F

Summary of Municipality Structures

Pages 1-7 of 7

Route:	Varies
Project:	Permit Rating Chart & AASHTOWare
Section:	16-000634-00-ES
County:	Winnebago
Job No.:	M0JW(121)
Project No.:	S-92-001-18

EXHIBIT F

Summary of Municipality Structures	
Type	Total
Concrete Arch Deck Filled	1
Concrete Arch Deck Open	1
Concrete Continuous Slab	5
Concrete Culvert	61
Concrete Deck Girder	1
Concrete Slab	12
PPC Box Beam	22
PPC I Beam	3
Precast 3 Sided Structure	1
Precast Channel Beam	2
Precast Concrete Culvert	1
Prestressed Concrete Deck Girder	1
Steel Arch Thru	1
Steel Continuous Multi Beam	8
Steel Culvert	1
Steel Multi Beam	9
Timber Multi Beam	1
Total =	131

EXHIBIT F

Winnebago County - Municipality Bridge List												
S.N	Township	Facility Carried	Feature Crossed	Structure Type	Maint. Resp.	Insp. Inter.	Deck Condition	Super Rating	Sub. Rating	Cul. Cond.	Prev. Suff. Rating	Current Suff. Rating
101000	CHERRY VALLEY	STATE ST	KISHWAUKEE RIVER	PPC - I-BEAM	MUNICIPALITY	24	5	5	6	4		65.1
101011	CHERRY VALLEY	STATE ST	KISHWAUKEE RIVER	PPC - I-BEAM	MUNICIPALITY	24	5	5	6	N		81
1012017	CHERRY VALLEY	HARRISON AVE	MADIGAN CREEK	CONC. CULVERT	MUNICIPALITY	24	N	N	N	6		74.3
1013018	CHERRY VALLEY	HARRISON AVE FR RD	MADIGAN CREEK	CONC. CULVERT	MUNICIPALITY	24	N	N	N	7		92.5
1012026	CHERRY VALLEY	VANDIVER RD	MADIGAN CREEK	CONC. CULVERT	MUNICIPALITY	24	N	N	N	6		92.5
1013037	CHERRY VALLEY	BLACKHAWK RD	KISHWAUKEE RIVER	PPC - I-BEAM	MUNICIPALITY	48	5	5	8	N		99.5
1015064	CHERRY VALLEY	GENOA ROAD	HACKEYS CREEK	CONC. CULVERT	MUNICIPALITY	24	N	N	N	9		92.2
1015062	CHERRY VALLEY	NEWBURG RD	MANNING CREEK	CONC. CULVERT	MUNICIPALITY	24	N	N	N	6		97.4
1015077	LOVES PARK	ALPINE ROAD	PEBBLE CREEK	CONC. CULVERT	MUNICIPALITY	48	N	N	N	7		83.9
1015097	LOVES PARK	RIVERSIDE BLVD	KEITH CREEK	CONC. CULVERT	MUNICIPALITY	48	N	N	N	7		99.9
1015098	LOVES PARK	PAULSON ROAD	KEITH CREEK	CONC. CULVERT	MUNICIPALITY	48	N	N	N	7		100
1015103	LOVES PARK	FOREST HILL ROAD	WILLOW CREEK	CONC. CULVERT	MUNICIPALITY	48	N	N	N	7		94.8
1015119	LOVES PARK	FOREST HILLS ROAD	PEBBLE CREEK	CONC. CULVERT	MUNICIPALITY	24	N	N	N	6		82.1
1015122	LOVES PARK	WINDSOR ROAD	DRAINAGE DITCH	CONC. CULVERT	MUNICIPALITY	48	N	N	N	7		83.3
1015123	LOVES PARK	ALPINE ROAD	DRAINAGE DITCH	CONC. CULVERT	MUNICIPALITY	48	N	N	N	7		80.2
1016400	LOVES PARK	RIVERSIDE BLVD	ROCK RIVER & RR	STEEL CONT. - MULTI BEAM	MUNICIPALITY	24	5	5	7	N		51
1016401	LOVES PARK	PEARL AVE	LOVES PARK CREEK	PPC - BOX BEAM	MUNICIPALITY	48	5	5	7	N		90.9
1016403	LOVES PARK	MERRILL AVE	LOVES PARK CREEK	PPC - BOX BEAM	MUNICIPALITY	24	5	5	5	N		88
1016404	LOVES PARK	GRAND AVE	LOVES PARK CREEK	CONC. CONT. SLAB	MUNICIPALITY	24	6	6	7	N		92.5
1016405	LOVES PARK	LOVES PARK DRIVE	LOVES PARK CREEK	CONC. CONT. SLAB	MUNICIPALITY	24	6	6	7	N		87.5
1016406	LOVES PARK	PAULSON RD	LOVES PARK CREEK	PPC - BOX BEAM	MUNICIPALITY	48	5	4	5	N		81
1016408	LOVES PARK	CLIFFORD AVE	LOVES PARK CREEK	PPC - BOX BEAM	MUNICIPALITY	24	5	5	5	N		70.8
1016413	LOVES PARK	PEBBLE CREEK TRAIL	UNNAMED CREEK	CONC. CULVERT	MUNICIPALITY	24	N	N	N	5		81.4
1016414	LOVES PARK	MATERIAL AVE	LOVES PARK CREEK	CONC. CULVERT	MUNICIPALITY	48	N	N	N	7		99.9
1016415	LOVES PARK	RIVER LANE	LOVES PARK CREEK	CONC. CULVERT	MUNICIPALITY	48	N	N	N	7		99.9
1016416	LOVES PARK	WALKER AVE	LOVES PARK CREEK	PPC - BOX BEAM	MUNICIPALITY	48	7	7	7	N		100

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EXHIBIT F

S.N	Township	Facility Carried	Feature Crossed	Structure Type	Maint. Resp.	Insp. Inter.	Deck Condition	Super Rating	Sub. Rating	Cul. Cond.	Prev. Suff. Rating	Current Suff. Rating
1016417	LOVES PARK	JOHN STREET	LOVES PARK CREEK	P/C - BOX BEAM	MUNICIPALITY	45	7	7	7	N		100
1016418	LOVES PARK	FLEM AVE	LOVES PARK CREEK	P/C - BOX BEAM	MUNICIPALITY	48	7	7	7	N		67.9
1016421	LOVES PARK	GARDEN PLAIN ROAD	LOVES PARK CREEK	P/C - BOX BEAM	MUNICIPALITY	49	8	8	8	N		100
1010162	MACHESNEY PARK	11251 W FR RD	AIC DONAUD CREEK	CONC. SLAB	MUNICIPALITY	45	7	8	8	N		100
1015044	MACHESNEY PARK	BURDEN ROAD	BR ROCK RIVER	CONC. CULVERT	MUNICIPALITY	24	N	N	N	7		98.6
1015134	MACHESNEY PARK	ALPINE ROAD	WILLOW CREEK	CONC. CULVERT	MUNICIPALITY	24	N	N	N	6		95
1016501	MACHESNEY PARK	MINNS DRIVE	WILLOW CREEK	P/C - BOX BEAM	MUNICIPALITY	24	7	7	8	N		91.3
1016521	PECATONICA	JACKSON STREET	UNNAMED STREAM	CONC. CULVERT	MUNICIPALITY	48	N	N	N	8		98
1010021	ROCKFORD	PAU 5063 - STATE ST	ROCK RIVER	STEEL CONT. - MULTI BEAM	MUNICIPALITY	24	6	5	6	N		68
1010104	ROCKFORD	SPRING CREEK ROAD	SPRING CREEK	CONC. SLAB	MUNICIPALITY	24	6	6	6	N		85.7
1010114	ROCKFORD	SILBERT RD	BELT CREEK	STEEL - SLAB	MUNICIPALITY	2	4	4	4	4		35.7
1010115	ROCKFORD	AUBURN ST	ROCK RIVER	STEEL - MULTI BEAM	MUNICIPALITY	24	6	7	7	N		94.1
1015006	ROCKFORD	HARRISON AVE	S.E. DRAINAGEWAY	CONC. CULVERT	MUNICIPALITY	24	N	N	N	6		99.7
1015037	ROCKFORD	SIMPSON ROAD	FULLERS CR	CONC. CULVERT	MUNICIPALITY	24	N	N	N	5		81.2
1015043	ROCKFORD	MULFORD ROAD	SPRING CREEK	CONC. CULVERT	MUNICIPALITY	24	N	N	N	7		82.3
1015046	ROCKFORD	MULFORD ROAD	KEITH CREEK	CONC. CULVERT	MUNICIPALITY	24	N	N	N	5		84.1
1015055	ROCKFORD	HARRISON ROAD	KENT CREEK	CONC. CULVERT	MUNICIPALITY	24	N	N	N	6		92.5
1015058	ROCKFORD	SAFFORD ROAD	KENT CREEK	CONC. CULVERT	MUNICIPALITY	24	N	N	N	6		92.5
1015063	ROCKFORD	PELLEY ROAD	FULLER CREEK	CONC. CULVERT	MUNICIPALITY	24	N	N	N	6		98.8
1015076	ROCKFORD	MULFORD ROAD	S BR KEITH CR	CONC. CULVERT	MUNICIPALITY	48	N	N	N	7		83.7
1015091	ROCKFORD	BELL SCHOOL ROAD	KEITH CREEK	CONC. CULVERT	MUNICIPALITY	48	N	N	N	7		99.3
1015127	ROCKFORD	RED OAK LANE	S BR KEITH CREEK	STEEL - CULVERT	MUNICIPALITY	24	N	N	N	7		100
1015148	ROCKFORD	WINDYBUSH RD	WINDYBUSH CREEK	CONC. CULVERT	MUNICIPALITY	48	7	7	7	4		34.4
1015133	ROCKFORD	ALPINE ROAD	UNNAMED DRAINAGEWAY	CONC. CULVERT	MUNICIPALITY	48	N	N	N	7		94.6
1016000	ROCKFORD	AUBURN ST.	KENT CREEK	P/C - BOX BEAM	MUNICIPALITY	24	5	5	6	N		70
1016001	ROCKFORD	LIBERTY DR	NW DRAINAGEWAY	P/C - BOX BEAM	MUNICIPALITY	24	5	5	7	N		81.2

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EXHIBIT F

S.N	Township	Facility Carried	Feature Crossed	Structure Type	Maint. Resp.	Insp. Inter.	Deck Condition	Super Rating	Sub. Rating	Col. Cond.	Prev. Suff. Rating	Current Suff. Rating
1016002	ROCKFORD	GILBERT AVE	NW DRAINAGEWAY	PPC - BOX BEAM	MUNICIPALITY	24	5	5	8	N		80.2
1016003	ROCKFORD	TRAINER ROAD	SPRING CREEK	CONC. CULVERT	MUNICIPALITY	48	N	N	N	7		98.9
1016004	ROCKFORD	SEARLES AVE	NW DRAINAGEWAY	CONC. SLAB	MUNICIPALITY	48	8	8	8	N		91.1
1016005	ROCKFORD	ELIZABETH AVE	NW DRAINAGEWAY	CONC. ARCH DECK FILLED	GILBERT TOWNSHIP	24	4	4	7	6		75.3
1016006	ROCKFORD	PERCE AVE	NW DRAINAGEWAY	CONC. SLAB	MUNICIPALITY	48	7	7	7	N		100
1016007	ROCKFORD	INDUSTRIAL AVE	NW DRAINAGEWAY	PPC - BOX BEAM	MUNICIPALITY	24	4	4	7	6		75.3
1016010	ROCKFORD	LOGISTICS PKWY	CREEK	CONC. CULVERT	MUNICIPALITY	48	N	N	N	9		100
1016011	ROCKFORD	STUNERIDGE DR	SPRING CREEK	PPC - BOX BEAM	MUNICIPALITY	48	8	8	8	N		88
1016025	ROCKFORD	ALPINE RD	SPRING CREEK	CONC. CULVERT	MUNICIPALITY	24	N	N	N	5		64.4
1016027	ROCKFORD	CHERRY OAK WOOD LN	SPRING CREEK	CONC. CULVERT	MUNICIPALITY	24	N	N	N	7		95.5
1016028	ROCKFORD	IMPERIAL OAKS DR	SPRING CREEK	CONC. CULVERT	MUNICIPALITY	24	N	N	N	5		84.9
1016029	ROCKFORD	SPRING LAKE DR	SPRING CREEK	CONC. CULVERT	MUNICIPALITY	24	N	N	N	7		92.7
1016031	ROCKFORD	BRADLEY RD	SPRING CREEK	CONC. CULVERT	MUNICIPALITY	24	N	N	N	6		99.9
1016032	ROCKFORD	EL RANCHO LN	SPRING CREEK	CONC. CULVERT	MUNICIPALITY	48	N	N	N	7		100
1016034	ROCKFORD	EISENHOWER DRIVE	SPRING CREEK	CONC. CULVERT	MUNICIPALITY	24	N	N	N	6		96.5
1016042	ROCKFORD	10TH AV	KEITH CREEK	CONC. - ARCH DECK FILLED	MUNICIPALITY	24	N	5	5	N		82.7
1016043	ROCKFORD	11TH ST	KEITH CREEK	CONC. SLAB	MUNICIPALITY	24	2	2	3	3		48
1016046	ROCKFORD	14TH ST	KEITH CREEK	CONC. ARCH DECK FILLED	MUNICIPALITY	24			3	3		51.1
1016052	ROCKFORD	11TH STREET	KEITH CREEK	PPC - BOX BEAM	MUNICIPALITY	24	6	6	7	N		99.7
1016053	ROCKFORD	12TH ST	KEITH CREEK	CONC. SLAB	MUNICIPALITY	24	2	2	3	3		48
1016058	ROCKFORD	7TH STREET	KEITH CREEK	STEEL - MULTI BEAM	MUNICIPALITY	48	7	8	8	N		96.6
1016059	ROCKFORD	HUNTER AVE	KEITH CREEK	CONC. CULVERT	MUNICIPALITY	24	N	N	N	6		99.8
1016060	ROCKFORD	PADVIEW BL	KEITH CREEK NORTH BR	CONC. CONT. SLAB	MUNICIPALITY	24	8	8	7	N		78.5
1016061	ROCKFORD	MORSAY DR	KEITH CREEK NORTH BR	CONC. CONT. SLAB	MUNICIPALITY	48	8	8	7	N		82.8
1016062	ROCKFORD	12TH ST	KEITH CREEK SOUTH BR	CONC. CULVERT	MUNICIPALITY	24	5	5	6	4		71.4
1016068	ROCKFORD	PAST LAWN DR	KEITH CREEK SOUTH BR	CONC. CULVERT	MUNICIPALITY	24	N	N	N	6		92.7

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EXHIBIT F

S.N	Township	Facility Carried	Feature Crossed	Structure Type	Maint. Resp.	Insp. Inter	Deck Condition	Super Rating	Sub. Rating	Cul. Cond.	Prev. Suft. Rating	Current Suft. Rating
1016067	ROCKFORD	15TH STREET	KEITH CREEK	PRECAST CHANNEL BEAM	MUNICIPALITY	48	7	7	8	N		100
1016070	ROCKFORD	9TH STREET	KEITH CREEK	CONC. SLAB	MUNICIPALITY	24	6	6	7	N		85.5
1016073	ROCKFORD	6TH ST	KEITH CREEK	CONC. SLAB	MUNICIPALITY	24	6	6	7	N		97.8
1016074	ROCKFORD	SOUTH AVE	KEITH CREEK	PPC - BOX BEAM	MUNICIPALITY	24	5	5	7	N		80.5
1016073	ROCKFORD	FAIRVIEW AVE	SOUTHERN KEITH CR.	CONC. CULVERT	MUNICIPALITY	48	N	N	N	7		94.6
1016081	ROCKFORD	TAFT ROAD	S.E. DRAINAGEWAY	CONC. CULVERT	MUNICIPALITY	24	N	N	N	6		92.5
1016082	ROCKFORD	PROKE AND 9TH ST	S.E. DRAINAGEWAY	CONC. CULVERT	MUNICIPALITY	24	N	N	N	6		76.6
1016083	ROCKFORD	REED AVE	S.E. DRAINAGEWAY	CONC. CULVERT	MUNICIPALITY	24	N	N	N	6		100
1016085	ROCKFORD	HANSON ST	S.E. DRAINAGEWAY	CONC. CULVERT	MUNICIPALITY	24	N	N	N	7		93.9
1016086	ROCKFORD	MARSHALL ST	S.E. DRAINAGEWAY	CONC. CULVERT	MUNICIPALITY	24	N	N	N	5		82.9
1016092	ROCKFORD	ALDRIDGE AVE	S.E. DRAINAGEWAY	CONC. CULVERT	MUNICIPALITY	24	6	6	6	6		77.8
1016092	ROCKFORD	WISLEYAN AND 22ND ST	S.E. DRAINAGEWAY	CONC. CULVERT	MUNICIPALITY	24	N	N	N	6		78.7
1016098	ROCKFORD	WILLS AV	S.E. DRAINAGEWAY	CONC. CULVERT	MUNICIPALITY	24	N	N	N	5		81.9
1016103	ROCKFORD	COACHMAN DRIVE	KEITH CREEK	PRECAST - SIDED STR.	MUNICIPALITY	48	N	8	8	N		94.5
1016107	ROCKFORD	HOVAGE AVE	KENT CREEK	CONC. CULVERT	MUNICIPALITY	48	N	N	N	7		99.9
1016108	ROCKFORD	MORGAN ST	ROCK RIVER	STEEL - ARCH THRU	MUNICIPALITY	24	8	8	8	N		76.9
1016109	ROCKFORD	HARRISON AVE W.B.	CN & UP RR	STEEL CONT. - MULTI BEAM	MUNICIPALITY	24	8	8	8	N		79.5
1016111	ROCKFORD	HARRISON AVE E.B.	CN & UP RR	STEEL CONT. - MULTI BEAM	MUNICIPALITY	24	8	8	8	N		77.4
1016112	ROCKFORD	JOHNSTON ST	KENT CREEK	PPC - BOX BEAM	MUNICIPALITY	24	5	5	6	N		80.5
1016117	ROCKFORD	SCHOOL ST	KENT CREEK	PPC - BOX BEAM	MUNICIPALITY	24	6	6	7	N		80.5
1016120	ROCKFORD	CORBIN ST	KENT CREEK	PPC - BOX BEAM	MUNICIPALITY	24	5	5	7	N		87.9
1016123	ROCKFORD	UNION ST	KENT CREEK	STEEL - MULTI BEAM	MUNICIPALITY	24	6	5	5	N		78.3
1016124	ROCKFORD	S. CENTRAL AVENUE	S. BR. OF KENT CREEK	CONC. SLAB	MUNICIPALITY	24	8	8	7	N		90.3
1016125	ROCKFORD	INDEPENDENCE AVE	S. BR. KENT CREEK	CONC. SLAB	MUNICIPALITY	48	8	8	8	N		92.2
1016126	ROCKFORD	WINNEBAGO STREET	KENT CR & RR TRACKS	PRESTRES CONC. DK. GIRD	MUNICIPALITY	24	7	6	6	N		80.6
1016128	ROCKFORD	CEDAR ST	KENT CREEK	PPC - BOX BEAM	MUNICIPALITY	24	5	5	7	N		87.9

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1016129	ROCKFORD	JEFFERSON ROAD	JEFFERSON RD	STEEL - BOX BEAM	CHURCH STREET	24	5	5	5	N		75
1016130	ROCKFORD	HARRISON AVE	ROCK RIVER	STEEL - MULTI BEAM	MUNICIPALITY	24	6	6	6	N		96.5
1016135	ROCKFORD	JEFFERSON ST	ROCK RIV& MADISON ST	CONC - ARCH DECK OPEN	MUNICIPALITY	24	6	6	6	N		72.8
1016136	ROCKFORD	WHITMAN ST	ROCK RIVER	STEEL - MULTI BEAM	MUNICIPALITY	24	7	5	7	N		70.7
1016137	ROCKFORD	15TH AVE	ROCK RIVER	STEEL - MULTI BEAM	MUNICIPALITY	24	5	5	6	N		71.3
1016141	ROCKFORD	MILFORD AV	DRAINAGEWAY	CONC CULVERT	MUNICIPALITY	24	N	N	N	7		92.5
1016148	ROCKFORD	RAILROAD AVENUE	KEITH CREEK	STEEL - MULTIBEAM	MUNICIPALITY	24	9	6	9	N		93.7
1016150	ROCKFORD	MERIDIAN RD	BR N KENT CR	STEEL CONT - MULTI BEAM	MUNICIPALITY	48	6	7	8	N		95.6
1016154	ROCKFORD	NORTER ROAD	BR KENT CREEK	STEEL CONT - MULTIBEAM	MUNICIPALITY	48	7	8	8	N		99.8
1016155	ROCKFORD	SAMUELSON ROAD	UNNAMED DRAIN DITCH	CONC CULVERT	MUNICIPALITY	48	N	N	N	7		83.9
1016157	ROCKFORD	AUBURN RD	BR OF KENT CREEK	STEEL CONT - MULTI BEAM	MUNICIPALITY	48	6	8	8	N		99.7
1016158	ROCKFORD	SPRING CREEK ROAD	SPRING CREEK	CONC CULVERT	MUNICIPALITY	48	N	N	N	8		81.1
1016159	ROCKFORD	ALPINE RD-F&P 417	S BR OF KEITH CR	CONC CULVERT	MUNICIPALITY	24	N	N	N	9		72.7
1016200	ROCKFORD	WHITMAN ST	MADISON ST & RR	STEEL - MULTI BEAM	MUNICIPALITY	24	8	5	7	N		68.6
1016201	ROCKFORD	JEFFERSON ROAD	JEFFERSON RD	STEEL - BOX BEAM	CHURCH STREET	24	5	5	5	N		49
1016204	ROCKFORD	KISHWAUKEE ST	DRAINAGE DITCH	CONC CULVERT	MUNICIPALITY	48	N	N	N	7		53.6
1016344	ROCKFORD	18TH ST	KEITH CREEK	PRECAST CHANNEL BEAM	MUNICIPALITY	48	7	7	8	N		95.2
1016395	ROSCOE	SHILOH RD	DRY CREEK	STEEL - MULTI BEAM	CHURCH STREET	24	6	5	5	N		52.3
1016161	ROSCOE	411 251 PR RD	DRY CREEK	CONC SLAB	MUNICIPALITY	48	7	7	8	N		100
1013078	ROSCOE	WILLOWBROOK RD	N KINNICKINNICK CR	PPC - BOX BEAM	MUNICIPALITY	24	7	5	6	N		71
1015059	ROSCOE	LOVE ROAD	DRY RUN CREEK	CONC CULVERT	MUNICIPALITY	24	N	N	N	6		74.7
1015073	ROSCOE	MIDDLE ROAD	UNNAMED CREEK	CONC CULVERT	MUNICIPALITY	24	N	N	N	7		92.5
1015129	ROSCOE	MCDONALD ROAD	MCDONALD CREEK	CONC CULVERT	MUNICIPALITY	48	N	N	N	7		93.3
1015154	ROSCOE	CH 92 (WILD DIV. BROOK)	BRANCH OF DRY CREEK	CONC CULVERT	MUNICIPALITY	48	N	N	N	8		98.9
1016601	ROSCOE	MAIN STREET	KINNICKINNICK CREEK	CONC CONT SLAB	MUNICIPALITY	48	7	7	8	N		97.1
1016602	ROSCOE	SWANSON DR	S BR MCDONALD CRK	PRECAST CONC CULVERT	MUNICIPALITY	24	N	N	N	6		99.5

Color Code Index:

Rated a 7 or Higher, Rated a 6, Rated a 5, Rated a 4 or Less, Rated a 4 during current inspection


EXHIBIT F

S.N	Township	Facility Carried	Feature Crossed	Structure Type	Maint. Resp.	Insp. Inter.	Deck Condition	Super Rating	Sub. Rating	Cul Cond.	Prev. Suff. Rating	Current Suff. Rating
1066302	SOUTH BELOIT	PARK AVE	TURTLE CREEK	PTC - I BEAM	MUNICIPALITY	48	6	7	7	N		99.5

Color Code Index:

Rated a 7 or Higher, Rated a 6, Rated a 5, Rated a 4 or Less, Rated to a 4 during current inspection

Exhibit B

 Illinois Department of Transportation Local Public Agency Agreement for Federal Participation	Local Public Agency Winnebago County	State Contract	Day Labor	Local Contract X	RR Force Account
	Section 16-00634-00-ES	Fund Type STP-Br	ITEP, SRTS, or HSIP Number(s)		

Construction		Engineering		Right-of-Way	
Job Number	Project Number	Job Number	Project Number	Job Number	Project Number
		M0JW(121)	S-92-001-18		

This Agreement is made and entered into between the above local public agency, hereinafter referred to as the "LPA", and the State of Illinois, acting by and through its Department of Transportation, hereinafter referred to as "STATE". The STATE and LPA jointly propose to improve the designated location as described below. The improvement shall be constructed in accordance with plans prepared by, or on behalf of the LPA, approved by the STATE and the STATE's policies and procedures approved and/or required by the Federal Highway Administration, hereinafter referred to as "FHWA".

Location

Local Name VARIOUS Route VAR Length 0.00 mi
 Termini Various Locations

Current Jurisdiction Winnebago County TIP Number _____ Existing Structure No _____

Project Description

Bridge load permitting study

Division of Cost

Type of Work	STP-Br	%	%	LPA	%	Total
Participating Construction		()	()		()	
Non-Participating Construction		()	()		()	
Preliminary Engineering	500,000	(80)	()	125,000	(20)	625,000
Construction Engineering		()	()		()	
Right of Way		()	()		()	
Railroads		()	()		()	
Utilities		()	()		()	
Materials						
TOTAL	\$ 500,000			\$ 125,000		\$ 625,000

NOTE: The costs shown in the Division of Cost table are approximate and subject to change. The final LPA share is dependent on the final Federal and State participation. The actual costs will be used in the final division of cost for billing and reimbursement.

If funding is not a percentage of the total, place an asterisk in the space provided for the percentage and explain above.

Local Public Agency Appropriation

By execution of this Agreement, the LPA attests that sufficient moneys have been appropriated or reserved by resolution or ordinance to fund the LPA share of project costs. A copy of the authorizing resolution or ordinance is attached as an addendum (**required for State-let contracts only**)

Method of Financing (State Contract Work Only)

METHOD A---Lump Sum (80% of LPA Obligation) _____
 METHOD B--- _____ Monthly Payments of _____ due by the _____ of each successive month.
 METHOD C---LPA's Share _____ divided by estimated total cost multiplied by actual progress payment.

(See page two for details of the above methods and the financing of Day Labor and Local Contracts)

Agreement Provisions

THE LPA AGREES:

- (1) To acquire in its name, or in the name of the **STATE** if on the **STATE** highway system, all right-of-way necessary for this project in accordance with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, and established State policies and procedures. Prior to advertising for bids, the **LPA** shall certify to the **STATE** that all requirements of Titles II and III of said Uniform Act have been satisfied. The disposition of encroachments, if any, will be cooperatively determined by representatives of the **LPA**, and the **STATE** and the **FHWA**, if required.
- (2) To provide for all utility adjustments, and to regulate the use of the right-of-way of this improvement by utilities, public and private, in accordance with the current Utility Accommodation Policy for Local Agency Highway and Street Systems.
- (3) To provide for surveys and the preparation of plans for the proposed improvement and engineering supervision during construction of the proposed improvement.
- (4) To retain jurisdiction of the completed improvement unless specified otherwise by addendum (addendum should be accompanied by a location map). If the improvement location is currently under road district jurisdiction, an addendum is required.
- (5) To maintain or cause to be maintained, in a manner satisfactory to the **STATE** and the **FHWA**, the completed improvement, or that portion of the completed improvement within its jurisdiction as established by addendum referred to in item 4 above.
- (6) To comply with all applicable Executive Orders and Federal Highway Acts pursuant to the Equal Employment Opportunity and Nondiscrimination Regulations required by the U.S. Department of Transportation.
- (7) To maintain, for a minimum of 3 years after final project close-out by the **STATE**, adequate books, records and supporting documents to verify the amounts, recipients and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, records and supporting documents related to the contract shall be available for review and audit by the Auditor General and the department; and the **LPA** agrees to cooperate fully with any audit conducted by the Auditor General and the **STATE**; and to provide full access to all relevant materials. Failure to maintain the books, records and supporting documents required by this section shall establish a presumption in favor of the **STATE** for the recovery of any funds paid by the **STATE** under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.
- (8) To provide if required, for the improvement of any railroad-highway grade crossing and rail crossing protection within the limits of the proposed improvement.
- (9) To comply with Federal requirements or possibly lose (partial or total) Federal participation as determined by the **FHWA**.
- (10) (State Contracts Only) That the method of payment designated on page one will be as follows:
 - Method A - Lump Sum Payment. Upon award of the contract for this improvement, the **LPA** will pay to the **STATE** within thirty (30) calendar days of billing, in lump sum, an amount equal to 80% of the **LPA**'s estimated obligation incurred under this Agreement. The **LPA** will pay to the **STATE** the remainder of the **LPA**'s obligation (including any nonparticipating costs) within thirty (30) calendar days of billing in a lump sum, upon completion of the project based on final costs.
 - Method B - Monthly Payments. Upon award of the contract for this improvement, the **LPA** will pay to the **STATE**, a specified amount each month for an estimated period of months, or until 80% of the **LPA**'s estimated obligation under the provisions of the Agreement has been paid, and will pay to the **STATE** the remainder of the **LPA**'s obligation (including any nonparticipating costs) in a lump sum, upon completion of the project based upon final costs.
 - Method C - Progress Payments. Upon receipt of the contractor's first and subsequent progressive bills for this improvement, the **LPA** will pay to the **STATE** within thirty (30) calendar days of receipt, an amount equal to the **LPA**'s share of the construction cost divided by the estimated total cost, multiplied by the actual payment (appropriately adjusted for nonparticipating costs) made to the contractor until the entire obligation incurred under this Agreement has been paid.

Failure to remit the payment(s) in a timely manner as required under Methods A, B, or C, shall allow the **STATE** to internally offset, reduce, or deduct the arrearage from any payment or reimbursement due or about to become due and payable from the **STATE** to **LPA** on this or any other contract. The **STATE**, at its sole option, upon notice to the **LPA**, may place the debt into the Illinois Comptroller's Offset System (15 ILCS 405/10.05) or take such other and further action as may be required to recover the debt.
- (11) (Local Contracts or Day Labor) To provide or cause to be provided all of the initial funding, equipment, labor, material and services necessary to construct the complete project.
- (12) (Preliminary Engineering) In the event that right-of-way acquisition for, or actual construction of, the project for which this preliminary engineering is undertaken with Federal participation is not started by the close of the tenth fiscal year following the fiscal year in which the project is federally authorized, the **LPA** will repay the **STATE** any Federal funds received under the terms of this Agreement.
- (13) (Right-of-Way Acquisition) In the event that the actual construction of the project on this right-of-way is not undertaken by the close of the twentieth fiscal year following the fiscal year in which the project is federally authorized, the **LPA** will repay the **STATE** any Federal Funds received under the terms of this Agreement.

- (14) (Railroad Related Work Only) The estimates and general layout plans for at-grade crossing improvements should be forwarded to the Rail Safety and Project Engineer, Room 204, Illinois Department of Transportation, 2300 South Dirksen Parkway, Springfield, Illinois, 62764. Approval of the estimates and general layout plans should be obtained prior to the commencement of railroad related work. All railroad related work is also subject to approval by the Illinois Commerce Commission (ICC). Final inspection for railroad related work should be coordinated through appropriate IDOT District Bureau of Local Roads and Streets office.
- Plans and preemption times for signal related work that will be interconnected with traffic signals shall be submitted to the ICC for review and approval prior to the commencement of work. Signal related work involving interconnects with state maintained traffic signals should also be coordinated with the IDOT's District Bureau of Operations.
- The LPA is responsible for the payment of the railroad related expenses in accordance with the LPA/railroad agreement prior to requesting reimbursement from IDOT. Requests for reimbursement should be sent to the appropriate IDOT District Bureau of Local Roads and Streets office.
- Engineer's Payment Estimates shall be in accordance with the Division of Cost on page one.
- (15) And certifies to the best of its knowledge and belief its officials:
- (a) are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements receiving stolen property;
 - (c) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, local) with commission of any of the offenses enumerated in item (b) of this certification; and
 - (d) have not within a three-year period preceding the Agreement had one or more public transactions (Federal, State, local) terminated for cause or default.
- (16) To include the certifications, listed in item 15 above, and all other certifications required by State statutes, in every contract, including procurement of materials and leases of equipment.
- (17) (State Contracts) That execution of this agreement constitutes the LPA's concurrence in the award of the construction contract to the responsible low bidder as determined by the **STATE**.
- (18) That for agreements exceeding \$100,000 in federal funds, execution of this Agreement constitutes the LPA's certification that:
- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or any employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement;
 - (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress, in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions;
 - (c) The LPA shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
- (19) To regulate parking and traffic in accordance with the approved project report.
- (20) To regulate encroachments on public right-of-way in accordance with current Illinois Compiled Statutes.
- (21) To regulate the discharge of sanitary sewage into any storm water drainage system constructed with this improvement in accordance with current Illinois Compiled Statutes.
- (22) To complete this phase of the project within three (3) years from the date this agreement is approved by the **STATE** if this portion of the project described in the Project Description does not exceed \$1,000,000 (five years if the project costs exceed \$1,000,000).
- (23) To comply with the federal Financial Integrity Review and Evaluation (FIRE) program, which requires States and subrecipients to justify continued federal funding on inactive projects. 23 CFR 630.106(a)(5) defines an inactive project as a project which no expenditures have been charged against Federal funds for the past twelve (12) months.
- To keep projects active, invoicing must occur a minimum of one time within any given twelve (12) month period. However, to ensure adequate processing time, the first invoice shall be submitted to the **STATE** within six (6) months of the federal authorization date. Subsequent invoices will be submitted in intervals not to exceed six (6) months.
- (24) The LPA will submit supporting documentation with each request for reimbursement from the **STATE**. Supporting documentation is defined as verification of payment, certified time sheets or summaries, vendor invoices, vendor receipts, cost plus fee invoice, progress report, and personnel and direct cost summaries and other documentation supporting the requested reimbursement amount (Form BLRS 05621 should be used for consultant invoicing purposes). LPA invoice requests to the **STATE** will be submitted with sequential invoice numbers by project.

The **LPA** will submit to the **STATE** a complete and detailed final invoice with applicable supporting documentation of all incurred costs, less previous payments, no later than twelve (12) months from the date of completion of this phase of the improvement or from the date of the previous invoice, which ever occurs first. If a final invoice is not received within this time frame, the most recent invoice may be considered the final invoice and the obligation of the funds closed.

- (25) The **LPA** shall provide the final report to the appropriate **STATE** district within twelve months of the physical completion date of the project so that the report may be audited and approved for payment. If the deadline cannot be met, a written explanation must be provided to the district prior to the end of the twelve months documenting the reason and the new anticipated date of completion. If the extended deadline is not met, this process must be repeated until the project is closed. Failure to follow this process may result in the immediate close-out of the project and loss of further funding.
- (26) (Single Audit Requirements) That if the **LPA** expends \$750,000 or more a year in federal financial assistance they shall have an audit made in accordance with 2 CFR 200. **LPAs** expending less than \$750,000 a year shall be exempt from compliance. A copy of the audit report must be submitted to the **STATE** (Office of Finance and Administration, Audit Coordination Section, 2300 South Dirksen Parkway, Springfield, Illinois, 62764), within 30 days after the completion of the audit, but no later than one year after the end of the **LPA's** fiscal year. The CFDA number for all highway planning and construction activities is 20.205.

Federal funds utilized for construction activities on projects let and awarded by the **STATE** (denoted by an "X" in the State Contract field at the top of page 1) are not included in a **LPA's** calculation of federal funds expended by the **LPA** for Single Audit purposes.

- (27) That the **LPA** is required to register with the System for Award Management or SAM (formerly Central Contractor Registration (CCR)), which is a web-enabled government-wide application that collects, validates, stores, and disseminates business information about the federal government's trading partners in support of the contract award and the electronic payment processes. To register or renew, please use the following website: <https://www.sam.gov/portal/public/SAM/#1>.

The **LPA** is also required to obtain a Dun & Bradstreet (D&B) D-U-N-S Number. This is a unique nine digit number required to identify subrecipients of federal funding. A D-U-N-S number can be obtained at the following website: <http://fedgov.dnb.com/webform>.

THE STATE AGREES:

- (1) To provide such guidance, assistance and supervision and to monitor and perform audits to the extent necessary to assure validity of the **LPA's** certification of compliance with Titles II and III requirements.
- (2) (State Contracts) To receive bids for the construction of the proposed improvement when the plans have been approved by the **STATE** (and **FHWA**, if required) and to award a contract for construction of the proposed improvement, after receipt of a satisfactory bid.
- (3) (Day Labor) To authorize the **LPA** to proceed with the construction of the improvement when Agreed Unit Prices are approved, and to reimburse the **LPA** for that portion of the cost payable from Federal and/or State funds based on the Agreed Unit Prices and Engineer's Payment Estimates in accordance with the Division of Cost on page one.
- (4) (Local Contracts) For agreements with Federal and/or State funds in engineering, right-of-way, utility work and/or construction work:
- (a) To reimburse the **LPA** for the Federal and/or State share on the basis of periodic billings, provided said billings contain sufficient cost information and show evidence of payment by the **LPA**;
 - (b) To provide independent assurance sampling, to furnish off-site material inspection and testing at sources normally visited by **STATE** inspectors of steel, cement, aggregate, structural steel and other materials customarily tested by the **STATE**.

IT IS MUTUALLY AGREED:

- (1) Construction of the project will utilize domestic steel as required by Section 106.01 of the current edition of the Standard Specifications for Road and Bridge Construction and federal Buy America provisions.
- (2) That this Agreement and the covenants contained herein shall become null and void in the event that the **FHWA** does not approve the proposed improvement for Federal-aid participation within one (1) year of the date of execution of this Agreement.
- (3) This Agreement shall be binding upon the parties, their successors and assigns.
- (4) For contracts awarded by the **LPA**, the **LPA** shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any USDOT – assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The **LPA** shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of USDOT – assisted contracts. The **LPA's** DBE program, as required by 49 CFR part 26 and as approved by USDOT, is incorporated by reference in this Agreement. Upon notification to the recipient of its failure to carry out its approved program, the **STATE** may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for

enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31U.S.C. 3801 et seq.). In the absence of a USDOT – approved LPA DBE Program or on State awarded contracts, this Agreement shall be administered under the provisions of the STATE's USDOT approved Disadvantaged Business Enterprise Program.

- (5) In cases where the **STATE** is reimbursing the **LPA**, obligations of the **STATE** shall cease immediately without penalty or further payment being required if, in any fiscal year, the Illinois General Assembly or applicable Federal Funding source fails to appropriate or otherwise make available funds for the work contemplated herein.
- (6) All projects for the construction of fixed works which are financed in whole or in part with funds provided by this Agreement and/or amendment shall be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.) unless the provisions of that Act exempt its application.

ADDENDA

Additional information and/or stipulations are hereby attached and identified below as being a part of this Agreement.

Number 1- Location Map, Number 2 – LPA Appropriation Resolution

(Insert Addendum numbers and titles as applicable)

The **LPA** further agrees, as a condition of payment, that it accepts and will comply with the applicable provisions set forth in this Agreement and all Addenda indicated above.

APPROVED

Local Public Agency

Frank Haney

Name of Official (Print or Type Name)

County Board Chairman

Title (County Board Chairperson/Mayor/Village President/etc.)

(Signature)

Date

The above signature certifies the agency's TIN number is
E9992-2963-06 conducting business as a Governmental
Entity.

DUNS Number 010243822

APPROVED

State of Illinois
Department of Transportation

Randall S. Blankenhorn, Secretary

Date

By:

Aaron A. Weatherholt, Deputy Director of Highways

Date

Omer Osman, Director of Highways/Chief Engineer

Date

William M. Barnes, Chief Counsel

Date

Jeff Heck, Chief Fiscal Officer (CFO)

Date

NOTE: If the LPA signature is by an APPOINTED official, a resolution authorizing said appointed official to execute this agreement is required.

Exhibit C



Resolution for Improvement Under the Illinois Highway Code



Resolution Number	Resolution Type	Section Number
	Original	16-00634-00-ES

BE IT RESOLVED, by the Board of the County
Governing Body Type Local Public Agency Type
 of Winnebago Illinois that the following described street(s)/road(s)/structure be improved under
Name of Local Public Agency
 the Illinois Highway Code. Work shall be done by Contract
Contract or Day Labor

For Roadway/Street improvements:

	Name of Street(s)/Road(s)	Length (miles)	Route	From	To
+					

For Structures:

	Name of Street(s)/Road(s)	Existing Structure No.	Route	Location	Feature Crossed
+	Engineering Study	VAR	VAR	VAR	VAR

BE IT FURTHER RESOLVED,

1. That the proposed improvement shall consist of

Bridge load permitting study

2. That there is hereby appropriated the sum of one hundred twenty five thousand

Dollars (\$125,000.00) for the improvement of
 said section from the Local Public Agency's allotment of Motor Fuel Tax funds.

BE IT FURTHER RESOLVED, that the Clerk is hereby directed to transmit four (4) certified originals of this resolution to the district office of the Department of Transportation.

I, Lori Gummow County Clerk in and for said County
Name of Clerk Local Public Agency Type Local Public Agency Type
 of Winnebago in the State aforesaid, and keeper of the records and files thereof, as provided by
Name of Local Public Agency

statute, do hereby certify the foregoing to be a true, perfect and complete original of a resolution adopted by

Board of Winnebago at a meeting held on
Governing Body Type Name of Local Public Agency Date

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this day of Month, Year

(SEAL)

Clerk Signature

Approved

Regional Engineer
 Department of Transportation

	Date
--	------

Instructions for BLR 09110

This form shall be used when a Local Public Agency (LPA) wants to construction an improvement using Motor Fuel Tax(MFT) funds. Refer to Chapter 9 of the Bureau of Local Roads and Streets Manual (BLRS Manual) for more detailed information. For signature requirements refer to Chapter 2, Section 3.05(b) of the BLRS Manual.

When filling out this form electronically, once a field is initially completed, fields requiring the same information will be auto-populated.

Resolution Number	Enter the resolution number as assigned by the LPA, if applicable.
Resolution Type	From the drop down box choose the type of resolution: <ul style="list-style-type: none">- Original would be used when passing a resolution for the first time for this project.- Supplemental would be used when passing a resolution increasing appropriation above previously passed resolutions.- Amended would be used when a previously passed resolution is being amended.
Section Number	Insert the section number of the improvement the resolution covers.
Governing Body Type	From the drop down box choose the type of administrative body. Choose Board for County; Council for a City or Town; President and Board of Trustees for a Village or Town.
LPA Type	From the drop down box choose the LPA body type. Types to choose from are: County, City, Town or Village.
Name of LPA	Insert the name of the LPA.
Contract or Day Labor	From the drop down choose either Contract or Day Labor.

Roadway/Street Improvements:

Name Street/Road	Insert the name of the Street/Road to be improved. Use a separate line for each street/road. If there are more names to be inserted than the table allows, type "See Attached" and place the additional information on a separate piece of paper.
Length	Insert the length of this segment of roadway being improved in miles.
Route	Insert the Route number of the road/street to be improved if applicable.
From	Insert the beginning point of the improvement as it relates to the Street/Road listed to the left.
To	Insert the ending point of the improvement as it relates to the Street/Road listed to the left.

Structures:

Name Street/Road	Insert the name of the Street/Road on which the structure is located. Use a separate line for structure. If there are more structures to be inserted than the table allows, type "See Attached" and place the additional information on a separate piece of paper.
Existing Structure No.	Insert the existing structure number this resolution covers, if no current structure insert n/a.
Route	Insert the Route number on which the structure is located.
Location	Insert the location of the structure.
Feature Crossed	Insert the feature the structure crosses.
1	Insert a description of the major items of work of the proposed improvement.
2	Insert the dollar value of the resolution for the proposed improvement to be paid for with MFT funds in words followed by in the same amount in numerical format in the ().
Name of Clerk	Insert the name of the LPA clerk.
LPA Type	Insert the type of clerk based on the LPA type. Types to choose from are:County, City, Town or Village.
Name of LPA	Insert the name of the LPA.
Governing Body Type	Insert the type of administrative body. Choose Board for County; Council for a City or Town; President and Board of Trustees for a Village or Town.
Name of LPA	Insert the name of the LPA.
Date	Insert the date of the meeting.

Day	Insert the day Clerk is signing the document.
Month, Year	Insert the month and year of the clerk's signature.
Seal	The Clerk shall seal the document here.
Clerk Signature	Clerk shall sign here.
Approved	The Department of Transportation shall sign and date here once approved.

A minimum of four (4) certified signed originals must be submitted to the Regional Engineer's District office.

Following the Regional Engineer's approval, distribution will be as follows:

- Local Public Agency Clerk
- Engineer (Municipal, Consultant or County)
- District Compliance Review
- District File

Winnebago County

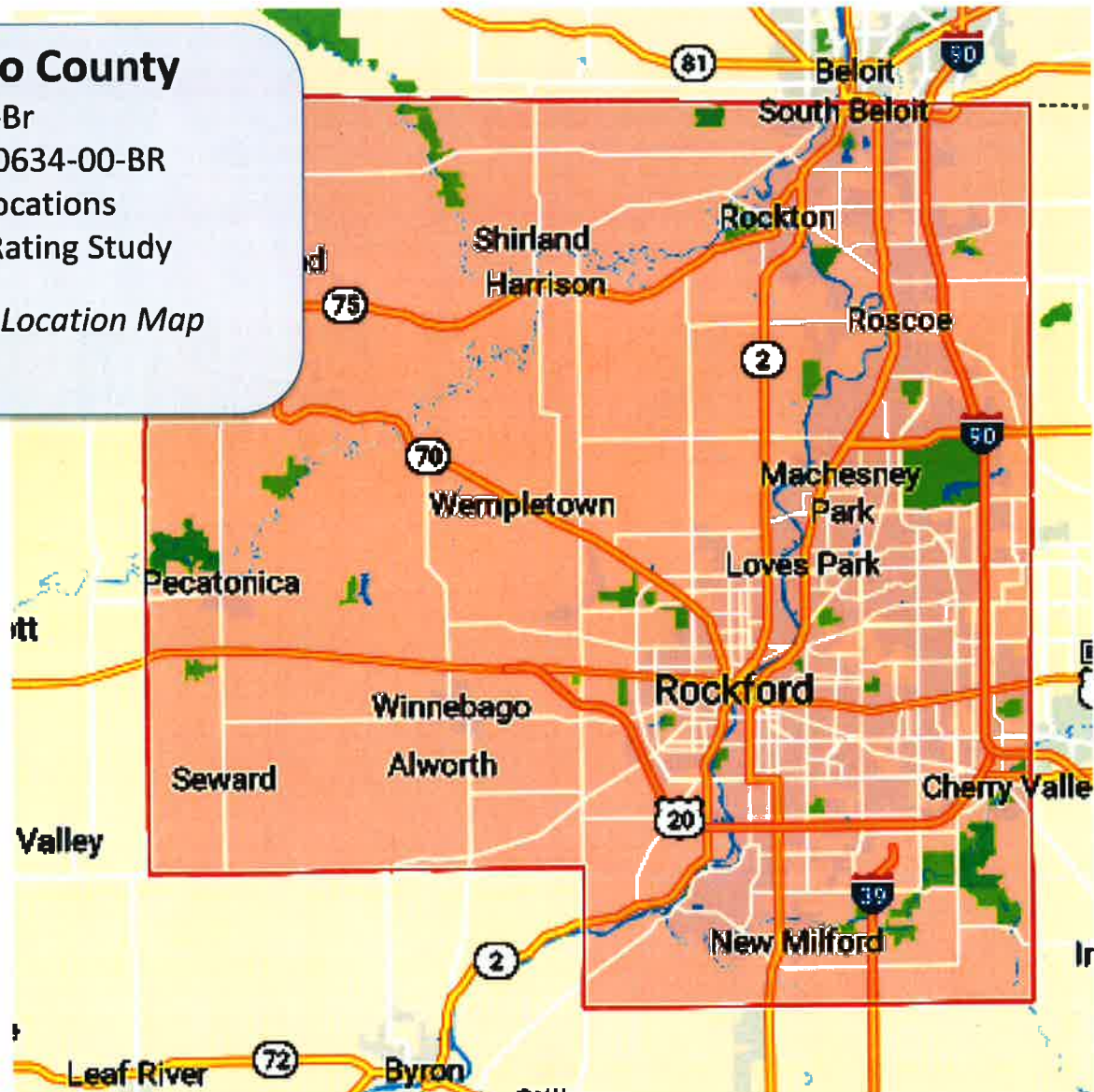
STP-Br

Section 16-00634-00-BR

Various Locations

Bridge Load Rating Study

Addendum #1, Location Map



PUBLIC SAFETY COMMITTEE



Executive Summary

Date: December 13, 2018
To: Public Safety Committee
Prepared by: Purchasing Department

Subject: Inmate Commissary, Kiosk and Banking Services RFP #18P-2157
County Code: Winnebago County Purchasing Ordinance

Background:

There are 28-touch screen kiosks inside the jail pods and six stand-alone (2 Booking, 2 Bond Out and 2 Pre-Booking) for a total of 34 kiosks. The kiosks utilize pin numbers for inmate identification security purposes.

The current inmate banking system is a component of the Inmate Commissary System. It provides automation for all the Inmate Banking and Commissary System functions, including deposits, medical deductions, daily subsistence collections/ deductions and commissary ordering functions. The current system is proprietary and provided by the Keefe Group.

Inmate Commissary Services was last bid in 2010 and was awarded to the Swanson Services Corporation. Since 2010, the Swanson Services Corporation was purchased by the Trinity Group, which in turn, merged with the Keefe Group.

Most recently, the jail has had continual issues with Keefe kiosk equipment and banking software. Frequently, the system is down for hours and even days at a time. When this occurs, inmates are unable to bond out of jail.

Current RFP:

After ten years, the jail is in need of a Vendor to provide commissary services and new kiosk equipment. The Purchasing Department went out for a formal Request for Proposals (18P-2157) this September for Inmate Commissary, Kiosk and Banking Services.

The RFP was complicated to draft because of the different specifications and requirements for each of the three areas. Jail management wanted to insure that all potential Vendors understood the numerous requirements such as how inmates need to be able to order commissary through the inmate telephone system, which is then deducted from the inmate's trust account, which is

managed by the OMS (Offendertrak). To help potential Bidders understand the County's needs, we included a mandatory Pre-Proposal Meeting and jail tour with the RFP requirements.

Funding:

There is no cost to the County for purchase or installation of the new equipment, it is all part of the contract agreement, as laid out, in the RFP specifications. The contract investment on the part of Aramark Correctional is estimated at over \$200,000 for the kiosks, equipment and banking software system with staff training. The County's share of upcoming commissary sales revenue (42%) goes directly to the Inmate Commissary Account.

Contract Agreement Period:

The RFP calls for a 2-year Agreement ("Initial Term") with the option to renew for an additional 2-year term and one additional 1-year term for a total not to exceed five (5) years. All terms and conditions, requirements and specifications of the Agreement shall remain the same and apply during any renewal term(s) unless otherwise agreed to by the County. The contract agreement shall not automatically renew.

The State Attorney's Office did a review of the contract agreement and all of the recommendations or changes have been included in the final version.

Recommendation:

There were a total of three proposals received, with Aramark Correctional being the most responsible overall.

The County of Winnebago needs to upgrade the CJC's 34 kiosks and banking software with the latest equipment and technology. Therefore, correctional management and the RFP Evaluation Committee recommends the contract for RFP #18P-2157 be awarded to Aramark Correctional Services, LLC.

The new contract recommended effective start date is February 1, 2019 thereby allowing sufficient time to terminate current vendor. It is vital that there be no lapse in coverage of the kiosks and banking software.

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

Submitted by: Public Safety Committee

2018 CR

RESOLUTION AWARDING INMATE COMMISSARY, KIOSKS AND BANKING SERVICES

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

WHEREAS, competitive Request for Proposals responses were received by the Purchasing Department on October 17, 2018 for the following;

INMATE COMMISSARY, KIOSKS AND BANKING SERVICES RFP # 18P-2157

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

ARAMARK CORRECTIONAL SERVICES, LLC
1101 MARKET STREET
PHILADELPHIA, PENNSYLVANNIA 19107

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

Commissary: Inmate Commissary Account
Banking: Inmate Trust Account

(SEE PROPOSAL TAB)

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 agreement with the option for an additional 2-year term and one additional 1-year term for a total not to exceed five (5) years for services with ARAMARK CORRECTIONAL SERVICES, LLC., 1101 MARKET STREET, PHILADELPHIA, PENNSYLVANNIA 19107, in substantially the same form as that attached hereto as Resolution 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 Sheriff, Superintendent of Corrections, Director of Purchasing, Finance Director and County Auditor.

Respectfully Submitted,
PUBLIC SAFETY COMMITTEE

AGREE

DISAGREE

AARON BOOKER, CHAIRMAN

AARON BOOKER, CHAIRMAN

PAUL ARENA

PAUL ARENA

JOHN BUTITTA

JOHN BUTITTA

DAN FELLARS

DAN FELLARS

ANGIE GORAL

ANGIE GORAL

DOROTHY REDD

DOROTHY REDD

FRED WESCOTT

FRED WESCOTT

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

ATTESTED BY:

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

LORI GUMMOW

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



WINNEBAGO COUNTY

— ILLINOIS —

PROPOSAL TAB
INMATE COMMISSARY, KIOSK, AND BANKING SERVICES
RFP 18P-2157

RFP Due: 10/17/2018

VENDOR	Evaluation Committee Scoring
Aramark Correctional Services, LLC 1101 Market Street Philadelphia, PA 19107	91
Keefe Commissary Network, LLC 13870 Corporate Woods Trail Bridgeton, MO 63044	79
Summit Food Service, LLC 1751 County B. Rd. W #300 Roseville, MN 55113	60

**AGREEMENT BETWEEN THE COUNTY OF WINNEBAGO
AND ARAMARK CORRECTIONAL SERVICES, LLC
FOR INMATE COMMISSARY SERVICES**

This **COMMISSARY AGREEMENT** (“the Agreement”) is made to start as of **February 1, 2019**, between the **County of Winnebago, Illinois**, with an office at 404 Elm Street, Rockford, Illinois, 61101 (the “County”), and **Aramark Correctional Services, LLC**, a Delaware limited liability company, having its principal place of business at the Aramark Tower, 2400 Market Street, Philadelphia, Pennsylvania 19103 (“Aramark”). The Winnebago County (Illinois) Sheriff’s Office may simply be referred to in the Agreement as the “Sheriff.” The County and Aramark do hereby enter into this **Commissary Agreement** to provide commissary goods and services at the Winnebago County Jail. Aramark shall provide commissary goods and services for the inmates at the Winnebago County Jail upon the terms and conditions as set forth herein.

WITNESSETH:

1. GRANT: The County hereby grants to Aramark the exclusive right to provide commissary services for its inmates, staff and visitors to the Winnebago County Jail located at 650 W. State Street, Rockford, Illinois 61102 (the “Facility”). Aramark shall provide a large selection of food (including but not limited to kosher food), candy and gum, snack items, non-alcoholic beverages, health and drug items, and general merchandise, including quality brand name products (collectively, the “Products”), all of which shall be subject to the approval and removal by the Sheriff. The Sheriff hereby approves all Products set forth on the **Product List attached hereto as Exhibit A**. In addition, Aramark shall also provide an indigent inmate kit at cost to indigent inmates, set forth on the **Indigent Kit List attached hereto as Exhibit B** (collectively the “Indigent Products”). For purposes of this Agreement, indigent inmates are defined as those with \$1 or less in their personal fund accounts. The Sheriff may modify the definition of indigent inmates at any time during the term of this Agreement. No Products shall be distributed that have exceeded their “use by,” sell by or similar expiration date. Aramark shall provide commissary items to inmates on a regularly scheduled basis and not less than once weekly. Aramark shall maintain an adequate inventory to ensure a minimum 99% Products and Indigent Products availability for all commissary items. The frequency of inmate commissary ordering, inmate spending limits, and delivery days shall be mutually determined by the Sheriff and Aramark.

2. OPERATIONAL RESPONSIBILITIES:

A. FACILITIES AND EQUIPMENT:

The County shall provide Aramark with office and storage facilities at the Facility, completely equipped and ready to operate together with such heat, and utilities services as may be reasonably required for the efficient performance of the services. Aramark shall be responsible for long distance telephone service from said office and storage facilities. The County shall be allowed to install two security cameras in said new commissary office and storage areas. Said new office and storage facilities shall be approximately 30½ feet wide by 32 feet long. During the term of the Agreement, the County shall give Aramark a key to the new door for Aramark

employees to enter said office and storage areas. Aramark employees shall have access to said new office and storage areas only from a hallway to the office and storage area. Aramark employees shall not enter the warehouse area adjacent to said office and storage areas without the explicit consent of the Sheriff. Said new door for said office and storage area shall be paid for out of Aramark's "financial commitment" to the County detailed in Section 3. J of this Agreement.

Aramark shall install such computer hardware and related equipment and software (collectively "Computer Equipment"), including but not limited to Aramark's CORE® commissary management information systems (the "CORE® System") as necessary to support Aramark's commissary operations. In connection with the CORE® System, at no cost to the County, Aramark shall install, service and provide ongoing support and training to the Sheriff's employees on all of the following in the Facility: two (2) Lobby payment services kiosks, networked and integrated to CORE®; two (2) Intake booking kiosks, networked and integrated to CORE® and which shall accept bulk paper currency, as well as coins; two (2) Bonding kiosks, networked and integrated to CORE®; twenty-eight (28) in-pod FLEX kiosks, networked and integrated to CORE® with the ability for inmates to order commissary, file grievances, schedule medical appointments, and view trust fund balances, with said kiosks containing the Inmate Handbook.

Aramark shall maintain all the kiosks mentioned in this Section 2. A of this Agreement to ensure they are fully functional 24 hours per day, 7 days per week, throughout the term of this Agreement. Aramark shall comply with the County's information technology (IT) security policies and procedures. Aramark shall resolve all hardware, software, or other system-component problem(s) and/or failure(s) that renders all said kiosks mentioned in this Section 2. A of this Agreement within the timelines set forth in Aramark's "Service Level Agreements," said "Service Level Agreements," incorporated by reference herein and attached hereto as Exhibit C. Aramark shall be responsible for the maintenance, performance, security, upgrade, backup and recovery of the server and any computer Aramark uses to establish connection with County networks, including both hardware and software. Aramark shall maintain the server and computers with the most current versions of the operating system software, security software and critical patches at all times. For security software that requires data such as virus definitions, Aramark shall maintain data at all times. Aramark shall maintain its CORE® System to ensure that it is fully functional 24 hours per days, 7 days per week, throughout the term of this Agreement. At no cost to the County, Aramark or it's designee shall secure bonded courier service to collect all cash deposited through the Lobby, Bonding and Intake kiosks, but no less than once a week during the term of this Agreement. Aramark may use an alternate method for collecting funds as long as it includes adequate security measures and does not rely on Facility staff to provide security. Aramark shall assume full responsibility for the security of all cash deposited in the Lobby, Bonding and Intake kiosks. Aramark shall assume full responsibility for counterfeit bills and counterfeit coins accepted by the Lobby, Bonding and Intake kiosks and shall not deduct deposits posted into an inmate's account without the consent of the Facility Superintendent or his designee.

Aramark shall remove all Computer Equipment upon the expiration or termination of this Agreement. The CORE® System is and shall at all times be owned by Aramark, which shall hold all rights relative thereto except as may be expressly granted hereunder and then only to the extent of such express grant. All use of the CORE® System at the Facility shall immediately cease upon the expiration or termination of this Agreement. Aramark shall be responsible to support and

maintain all Computer Equipment during the term of this Agreement, but any and all such obligations shall cease upon the termination or expiration of this Agreement.

The County shall furnish building maintenance services for the Facility and shall provide preventive maintenance and equipment repairs and replacements for any County-owned equipment. The County shall run such cable and wiring, and shall perform such systems integration, as necessary to enable the CORE® System to support Aramark's commissary operations. In addition, the County shall be responsible for development and other costs incurred by Aramark that are associated with the County's third party agreements, such as the agreement covering the County's or the Facility's telephone system.

B. FORCE MAJEURE: In the event of a Force Majeure, the County shall assist Aramark by permitting reasonable variations in Aramark's Product offerings and service methods. Additional costs, if any, incurred in providing service in the event of a Force Majeure shall be borne by the County. The term "Force Majeure" means any war, riot or other disorder, strike or other work stoppage, fire, flood, or any other act not within the control of the party whose performance is interfered with, and which, by reasonable diligence, such party is unable to prevent.

C. PRODUCT DELIVERY: With minimal assistance from Facility staff other than providing security, Aramark shall deliver all Products, Indigent Products and online orders to inmates, and shall pickup and return to the commissary warehouse Products returned by inmates to Aramark at its commissary facility, in a timely manner. Aramark shall make every effort to deliver Products, Indigent Products and online orders to inmates. In the event the order is undeliverable, Aramark shall attempt to redeliver the order on the next delivery date, unless the inmate has been released from the Facility. Commissary orders must be delivered in reusable mesh bags that comply with the County's green initiative. The mesh bags are see-through to provide safety and security. After delivery of an order, Aramark shall take the bag back and reuse it for future deliveries. The bags are color coded to provide additional security and clarity (Example: Bags that are white represent in-house commissary orders and bags that are green represent iCare orders). All items placed in the delivery bag must appear on the approved commissary menu. Any commissary delivery bag containing items that do not appear on the approved commissary menu will be cause for immediate termination of this Agreement. In the event a commissary order is undeliverable, Aramark will attempt to redeliver the order on the next delivery date, unless the inmate has been released from the Facility.

If the inmate has been released from the Facility prior to Product delivery and fails to claim such Product from the Facility within ten (10) days after release, the Product shall become the property of the Sheriff. Aramark shall send a report regarding all refunds/credits to the County's Finance Director and County Auditor on a weekly basis. The report shall include the inmate's name, inmate number, list of item(s) not delivered, including a count for each item, amount of the credit, reason for the credit/refund and date(s) Aramark attempted to deliver.

Aramark shall respond to inmate complaints/grievances, credit/product requests, or any other type of inmate correspondence pertaining to commissary items within 48 hours. Aramark shall provide the Sheriff with inmate communication forms at no cost to the County.

D. SANITATION: Aramark shall be responsible for janitorial service in the commissary areas under Aramark's control, and the County shall provide janitorial services for the remainder of the Facility. The County shall be responsible for extermination services and the removal of trash and garbage from the commissary areas.

E. PERSONNEL: Aramark shall provide in the Facility experienced on-site management and supervisory personnel, and from Aramark's headquarters location, expert administrative and purchasing advice related to the commissary operation. Said on-site management and supervisory personnel shall oversee sales and delivery of commissary orders; ensure the satisfactory performance of services, and serve as the point of contact in the ordinary course of business. Upon written request by the County, Aramark shall assign a new on-site manager within 30 days. All other commissary personnel shall be the Sheriff's employees or inmates. The Sheriff shall provide two to three inmate workers, two to three times a week, for up to a combined total for all inmate workers of fifteen (15) hours per week to assist with packing the commissary and iCare bags and storeroom functions. Inmate workers can be used except during lockdown or other emergencies. Aramark utilizes inmate workers at its own risk. Any assistance provided by any inmate worker will be strictly voluntary. The Sheriff shall provide security and assignment of appropriate inmates, but not supervision of daily tasks related to the commissary operation, said supervision shall be by Aramark staff. The Sheriff has the final decision on the inmate worker schedule.

The County acknowledges that Aramark has invested considerable amounts of time and money in training its supervisory employees in systems, procedures, methods, forms, reports, formulas, computer programs, technical manuals, policy and procedure manuals and plans, techniques, including, but not limited to, the CORE® System, and other valuable information which is proprietary and unique to Aramark's manner of conducting its business and that such information is available, on a confidential basis to Aramark's supervisor employees. Therefore, the County agrees that supervisory employees of Aramark shall neither be hired by the County for the term of this Agreement and twelve (12) months thereafter, nor shall the County permit supervisory employees of Aramark to be employed on the County's premises for a period of twelve (12) months subsequent to the termination of this Agreement (unless such employee were formerly employees of the County). For the purposes of this prohibition, "supervisory employees" shall be defined as those persons who have directly or indirectly performed management or professional services on the County's premises at any time during the twelve (12) month period immediately preceding termination of this Agreement. Aramark shall provide the staffing to operate two of Aramark's GoCarts throughout the entire Facility at times to be mutually agreed upon by the Sheriff and Aramark

The Sheriff retains the right to thoroughly investigate any current or prospective Aramark employees assigned to the Facility, subject to applicable Federal, state and local laws and regulations, including, but not limited to, the Federal Polygraph Protection Act, as amended. All Aramark staffing shall be subject to the Sheriff's background check before entry into the Facility. A security clearance shall be required for all Aramark employees who will gain access into the Facility. Aramark shall provide to the Sheriff in advance (normally at least two weeks before they would enter the Facility) the full name, date of birth, and address for all prospective Aramark employees who may enter the Facility subject to said background check. No convicted felons,

persons with criminal cases then pending against them or persons convicted for a crime involving theft, fraud, an assault or battery upon a law enforcement, court security or correctional officer shall be allowed to enter the Facility. The Sheriff reserves the right to refuse entrance to the Facility to any person(s) not in possession of a Sheriff's security clearance or revoke any Sheriff's security clearance issued at the Sheriff's discretion. All personnel working for Aramark who come into the Facility must abide by the Sheriff's rules, regulations, policies and procedures. Aramark shall prohibit sexual contact or any other inappropriate contact between the inmates of the Facility and the employees of Aramark, its affiliates, agents, representatives or members of its Board of Directors during the term of this Agreement. Aramark shall prohibit its, employees, affiliates, agents, representatives and/or members of its Board of Directors from engaging in any unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature towards inmates and/or staff of the Facility.

Aramark shall comply with the Facility's zero-tolerance police related to the sexual assault or rape of offenders/inmates, or sexual misconduct toward any offender/inmate. Prior to first starting to work in the Facility, Aramark's employee's, agents and representatives who have contact with inmates, shall attend and successfully complete any and all staff training(s) related to the Prison Rape Elimination Act, as required by the Sheriff. The County shall provide the training(s) at no cost to Aramark. Aramark shall be responsible for expenses incurred, including salary, in connection with said training by its employees, agents and representatives.

F. EQUAL EMPLOYMENT OPPORTUNITY: Aramark shall not discriminate against any employee or applicant for employment or on any matter directly or indirectly related to employment, because of age, race, color, religion, sex, sexual preference, national origin, ancestry, physical or mental disability, height, medical condition, political beliefs, weight, age, marital status, or other criteria made illegal by Illinois or federal law or the County's policies. In addition, Aramark agrees to take affirmative steps to ensure that applicants are employed, and that employees are treated, during employment, without regard to the criteria listed above.

G. INSURANCE: Aramark shall procure, for the Agreement term and any extension of it, all of the insurance required below. In order to determine financial strength and reputation of insurance carriers, all companies providing the insurance coverage required shall be licensed or approved by the State of Illinois and reasonably acceptable to the County with a A.M. Best Rating of at least A-VIII. Prior to executing this Agreement, Aramark shall furnish certificates of insurance, to the County's Finance Director as follows:

Workers' Compensation including Occupational Diseases

Coverage A: Illinois Statutory limits including broad form all-states coverage.

Coverage B: \$1,000,000 E.L. each disease
\$1,000,000 E.L. each employee
\$1,000,000 E.L. policy limit

Commercial General Liability for bodily injury (including death) and property damage which provides limits as follows:

- a. Each occurrence - \$2,000,000
- b. General aggregate- \$2,000,000

- c. Products/Completed Operations aggregate - \$2,000,000
- d. Personal Injury - \$1,000,000

General Liability Coverage shall include:

- a. Premises and Operations
- b. Products/Completed
- c. Personal Injury liability
- d. Severability of interest

General liability coverage shall include the following endorsement:

Additional Insured Endorsement, which shall read:

“County of Winnebago, Illinois, and members of the County Board of Winnebago County, Illinois, and the elected and appointed officials, officers, agents, and employees of both Winnebago County Illinois, and the Winnebago County, Illinois Sherriff’s Office, individually and collectively, as additional insureds.”

Insurance afforded by the additional insured endorsement shall apply as primary insurance, and other insurance maintained by the County and the County’s elected and appointed officials, agents and employees shall be excess only and not contributing with insurance provided under this policy. Any insurance coverage (additional insured or otherwise) that Aramark provides for the Additional Insureds shall only cover insured liability assumed by Aramark in this Agreement; such insurance coverage shall not otherwise cover liability in connection with or arising out of the wrongful or negligent acts or omissions of the Additional Insureds.

Automobile Liability:

When any motor vehicles are used in connection with the work to be performed, covering all owned, non-owned and hired automobiles, trucks and trailers, Aramark shall provide automobile liability coverage of \$1,000,000 per occurrence for bodily injury and property damage.

Liability – All Autos: Bodily Injury & Property Damage \$1,000,000 per Occurrence

The foregoing requirements as to the types and limits of insurance coverage to be maintained by Aramark and any approval of said insurance by the County or its insurance consultant(s) are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by Aramark pursuant to this Agreement, including but not limited to the provisions concerning indemnification. Should any of the work under this Agreement be sublet or given to Aramark’s affiliates, Aramark shall require each of its affiliates and/or subcontractors to carry the aforementioned insurance coverages, or Aramark may insure its affiliates and/or subcontractors under its own insurance policies. The County reserves the right to withhold payment to Aramark in the event of material noncompliance with the insurance requirements detailed above. Aramark’s insurance as stated above in this Section 2. G of the Agreement must be effective during the entire term of the Agreement and any extension of said term. Notice of cancellation of any insurance policies required herein shall be subject to ACORD 25 Certificate of Liability standards, and shall be delivered, as applicable, in accordance with policy provisions.

Certificates of Insurance evidencing all the above required insurance, prior to the commencement of this Agreement and thereafter with certificates evidencing renewals or replacements of said policies of insurance at least ten (10) days prior to the expiration of cancellation or material change of any such policies. Forward Notices and Certificates of Insurance to:

Winnebago County PURCHASING DIRECTOR
Winnebago County Administration Building
404 Elm Street
Rockford, Illinois 61101

H. HAZARDOUS SUBSTANCES; PRE-EXISTING CONDITIONS. Aramark has no duty to investigate, detect, prevent, handle, encapsulate, remove, or dispose of, and will have no responsibility to the County or others for any exposure of persons or property to asbestos, lead, fuel storage tanks or contents, indoor air pollutants or contaminants, poor air quality, or hazardous toxic, or regulated waste substances, mold, fungi, mildew, pollutants or contaminants (collectively, the “Hazardous Substances”) at the Facility or surrounding premises. The County will comply with all applicable federal, state, and local laws and regulations, which have been or will be enacted during the term of this Agreement, regarding such Hazardous Substances on the County’s premises. The County will inform Aramark of the presence of such Hazardous Substances and acknowledges that Aramark employees will not be required to work in any location where they could be exposed to such Hazardous Substances. Aramark has advised the County that it does not provide or assume any responsibility to monitor or remediate mold, fungi, mildew, indoor air quality or any similar conditions, and that all determinations and corrective actions regarding mold, fungi, mildew, indoor air quality and any similar conditions shall be made by the County or a third party retained by the County. In no case will any Aramark employee act in the capacity of a “Designated Person” (within the meaning of the Asbestos Hazard Emergency Response Act, “AHERA”), which duties remain solely with the County.

Aramark will not be responsible for any conditions that existed in, on, or upon the Facility before the commencement date of this Agreement (“Pre-Existing Conditions”), including, without limitation, environmental impairments, and other conditions. The County shall indemnify and hold harmless Aramark, its subsidiaries and affiliated companies, and their respective directors, officers and employees, against any liability related to, or arising out of, any defective condition or the presence of Hazardous Substances or Pre-Existing Conditions on or at the Facility or the surrounding premises, or the claimed or actual release or threatened release or disposal of Hazardous Substances from or at the Facility, to the extent not caused by the willful misconduct or grossly negligent acts or omissions of Aramark, its employees or subcontractors, including, without limitation, fines, penalties, clean-up costs, or costs of other environmental remediation measures.

I. DAMAGES: In no event will either party be liable to the other party for any loss of business, business interruption, consequential, special, indirect or punitive damages.

J. COMPLIANCE WITH LAWS: Each party hereto shall comply with all statutes, lawful ordinances, regulations and requirements, federal, state, and local applicable to their activities hereunder. The Sheriff shall provide reasonable and adequate physical security at

all times in the Facility for Aramark employees, suppliers, management and other authorized visitors to the Facility.

K. RETURN OF EQUIPMENT: Aramark shall return to the County at the expiration or on any termination of this Agreement the commissary areas under Aramark's control and all equipment furnished by the County in the condition in which received, except for ordinary wear and tear and except to the extent that such commissary areas and equipment may have been lost or damaged by fire, flood, or other disaster, and except to the extent that such equipment may have been stolen by persons other than employees of Aramark without negligence on the part of Aramark or its employees.

L. LICENSE, FEES, PERMITS, AND TAXES: Aramark shall secure and pay for all federal, state and local licenses, permits and fees required for the commissary operation. Aramark, as the retailer, shall be responsible for the collection and remittance of all applicable sales, use, excise and state and local business and income taxes attributable to the commissary operation and the sales of Products. In the event that a determination is made by a government authority that any sales, purchases, payments or use of property made to or by Aramark under this Agreement, either in whole or in part, is subject to any sales, use, gross receipts, property or any similar tax which tax was not contemplated by the parties at the commencement of operations hereunder, the full amount of any such tax liability, together with any interest paid by Aramark, shall be invoiced by Aramark and shall be reimbursed by the County, notwithstanding the fact that this Agreement may have expired or been terminated for any reason by either party prior to the date of such determination.

3. FINANCIAL ARRANGEMENTS:

A. PRODUCT ORDERS: Aramark shall process orders for Products from inmates in accordance with Aramark's standard procedures. Aramark shall have access to each inmate account including but not limited to the purpose of verifying that there are sufficient funds in such account to cover a Product Order placed by such inmate, including but not limited to, any sales, use or other taxes related thereto.

B. TRUST FUND: Aramark shall manage all functions of inmate trust fund accounting. Aramark shall open a new bank account and the County shall transfer the starting dollar amount equal to the total, aggregate inmate balances upon the effective date of this Agreement. Aramark will post all intake monies and mail monies to the trust fund accounting system on the next business day after its receipt of such monies. Upon an inmate's release from the Facility, any monies remaining on an inmate's trust fund shall be transferred by Facility staff to a debit card that will be issued to the inmate for the balance remaining on their trust fund. Aramark shall provide said debit cards to the Sheriff at no cost to the County. Aramark shall remit to the County any monies collected from transactions charged to the inmates (i.e. medical charges, daily charges, and any other fees allocated by the County to be charged) once per month and complete the monthly bank reconciliation.

Aramark shall provide any and all reports requested by the County detailing all commissary transactions including, but not limited to, the transaction date, inmate's full name, inmate's Facility

number (MID#), list of item(s) delivered, total pre-tax charges/credit to inmate's account and breakdown of charges/credits by commission type. Aramark shall cooperate with the County's periodic review of Aramark's performance. Aramark shall make itself available onsite to review the progress of the project and Agreement, as requested by the County. Aramark agrees to extend to the County or the County's designees and/or the designated auditor of the County, the right to monitor or otherwise evaluate all work performed and all records, including service records and procedures to assure the progress of the project and Agreement is achieving its purpose, that all applicable County, State, and Federal regulations are met, and that adequate internal fiscal controls are maintained.

C. BILLING AND PRICES: Aramark shall determine the prices at which Products shall be sold, however pursuant to the Illinois Administrative Code, 20 Ill. Admin. Code 701.250, prices of Products charged to inmates shall not exceed those prices for those same Products if sold in local community stores nor shall the prices charged for postal supplies exceed those for those same postal supplies sold at local post offices. Aramark shall supply indigent kits to indigent inmates as requested by the County at cost. Aramark shall not modify the cost of the Products and Indigent Products without the express prior written consent of the County. The County will consider Aramark's written request(s) to modify commissary prices when the modification is due to changes in Aramark's costs including, but not limited to, manufacturer price changes, product changes, labor, or shipping-related costs. All written requests for price changes must be accompanied by appropriate documentation, as determined by the County, to substantiate the requested price changes. The decision to approve or deny a price modification request is at the sole discretion of the County and shall be final. Any modification in the cost of the Products and Indigent Products shall be in accordance with Illinois County Jail Standards set forth in Title 20, Part 701.250 of the Illinois Administrative Code as stated at the outset of this paragraph. Aramark will have the right to implement price increases ten (10) working days after written notice is given and approved in writing by the County. Inmates shall not be charged the increased prices until after the commissary menu has been revised to reflect the increased prices and distributed to inmates at the time they place their commissary orders. The Sheriff may place dollar limitations on inmates' purchases, which the Sheriff may periodically adjust.

Aramark shall submit to the County's Finance Director, the County's Auditor, the County Administrator, and Sheriff's Executive Assistant for Fiscal Services, on the first day of every week, for the preceding week, an invoice for total Gross Sales of Products made during such week, and other goods and services provided by Aramark during such week, if any. The terms "Gross Sales" shall mean total commissary sales (including, but not limited to, sales of products, stamps, and pre-stamped envelopes, pre-paid telephone calling cards or any other telephone sales, debit cards, and Indigent Product sales) plus any sales or use taxes. For purposes of this Agreement, a sale shall be deemed made when a Product ordered by an inmate is delivered to the inmate by Aramark, and the Product is not returned by the inmate. For purposes of this Agreement, all sales are final and no returns will be honored unless the inmate who ordered a Product refuses delivery of such Product at the time such Product is delivered. If an inmate is released from the Facility prior to Product delivery, and fails to claim such Product from the Facility within ten (10) days after release, the Product shall become the property of the Sheriff.

D. MANNER OF PAYMENT: Aramark shall bill the County on a weekly basis for Gross Sales made during the immediately preceding week, together with any additional services

provided during such week. Payment, pursuant to the Illinois Prompt Payment Act, 30 ILCS 540/0.01 *et seq.*, shall be made to Aramark Correctional Services, LLC. Aramark shall provide the County with a comprehensive monthly summary of Gross Sales, services and credits. This summary shall be forwarded to the County Auditor, the County's Finance Director, the County Administrator and Sheriff's Executive Assistant for Financial Services.

E. GUARANTEED MINIMUM COMPENSATION TO THE COUNTY:

1) Commission Guarantee: During the term of this Agreement and any extensions thereof, Aramark shall guarantee and compensate the County a minimum monthly commission of \$32,500 (the "Guarantee"). Aramark agrees to reimburse County for the amount, if any, by which actual commission on Gross Sales fall below the Guarantee for the corresponding month, payable by check to the County within fifteen (15) days after the end of each month.

2) Guarantee Conditions and Assumptions: Aramark's obligation to reimburse County in accordance with the Paragraph 1 above is contingent upon the following conditions and assumptions remaining in effect:

(a) Aramark shall be the exclusive commissary service provider to the Facilities.

(b) Aramark's iCare, GO-Cart, Retail Promotions and GTL/TouchPay programs shall be installed, activated, and implemented as agreed. "Retail Promotions" include certain discounts, promotional items, holiday promotions, and new item introductions to inmates.

(c) Inmate spending limits shall remain at current levels or higher which at the time of execution of this Agreement is \$75/week per inmate.

(d) Facilities listed in the Agreement shall not be removed from the scope of services.

(e) Pursuant to the Illinois Administrative Code, 20 Ill. Admin. Code 701.250 and all the other terms and conditions of Section 3. C of this Agreement, if Aramark sustains increases in its costs, including but not limited to, increases in its Product, labor or equipment or software-related costs, Aramark may increase its prices to recover such increased costs. Additionally, Aramark may, at its discretion perform a price audit to compare the prices at which it sells the Products contemplated by this Agreement with the prices at which similar products are being sold in retail outlets in the surrounding community ("Comparable Retail Values"). In the event that any of Aramark's prices are below the Comparable Retail Values, the parties shall agree to increase such prices under this Agreement to reflect the Comparable Retail Values, subject to the Illinois Administrative Code, 20 Ill. Admin. Code 701.250 and all the other terms and conditions of Section 3. C of this Agreement.

(f) Subject to all the other terms and conditions of this Agreement, County and its representatives and employees shall fully cooperate with Aramark and its representatives in the implementation of the commissary and any modifications to the program.

(g) County and/or any facility affiliated with County shall neither hire any supervisory

employee of Aramark, nor permit any supervisory employee of Aramark to be employed on County's premises or on the premises of any facility affiliated with County during the term of the Agreement or for a period of 12 months subsequent to the expiration of the Agreement (unless such employees were formerly employees of County) whether as an individual or as owner, partner, majority stockholder, director, officer or employee of a commissary service provider. For the purpose of this provision, "supervisory employees" shall be defined as those persons who have directly or indirectly performed management or professional services on County's premises at any time during the term of the Agreement.

In the event any of the foregoing conditions or assumptions is not met during the term of the Agreement, Aramark's obligation to pay the Guarantee shall cease and Aramark and County agree to renegotiate the Guarantee.

F. COMMISSIONS: As compensation for allowing Aramark to provide inmate commissary services, Aramark shall pay a commission to the Inmate Trust (Commissary) Fund in an amount equal to **forty-two percent (42%) of Net Sales made in such month.** Within fifteen (15) days after the end of each month, Aramark shall deliver to the County a check covering commissions on Net Sales made during such month. For purposes of this Paragraph, "Net Sales" means total Product Sales for inmate Commissary, Go-Cart, (excluding all sales of stamps and pre-stamped envelopes, indigent kits, or any other item sold at cost, all of which will have no commission) less sales or use taxes and authorized returns. Notwithstanding the foregoing, for the purposes of commissions paid pursuant to this Section 3.F., Net sales shall not include sales from iCare; commissions for those services shall be paid pursuant to Section 3.G.

G. iCARE: Aramark shall implement, provide and maintain its iCare program at the Facility. iCare is an online ordering system to allow friends and families of inmates to order commissary products online and have them delivered to inmates. Aramark shall ensure that all products made available online are listed in the approved commissary list included as Exhibit A to this Agreement. Aramark shall not add any product that is not listed in the approved commissary list. The County will consider the addition of seasonal specials. Any additions and/or changes are subject to the approval of the County. Pricing for commissary items sold online shall be the same as or lower than the pricing in the approved commissary list included as Exhibit A to this Agreement. Aramark may bundle items as long as the prices of the individual items are the same as or lower than the price listed in the approved commissary list. Aramark shall not modify the cost of items or add any fees without the express written consent of the County. Aramark may charge a service fee for online commissary purchases. The fee will apply to each order, regardless of the number of items included in that order. Aramark shall provide a means for the County's authorized representative to independently run a sales report for any given period to match with the commissary commission issued to the County. The sales report must access information directly from Aramark's iCare database and must not be subject to modifications by Aramark. The sales report must be in Microsoft Excel format or exportable to Excel. Aramark shall be responsible for monitoring fraudulent activities. Online orders made by the family or friends of an inmate shall not be deducted from the inmate's personal fund account without the inmate's written consent.

The County shall earn a commission in an amount equal to **thirty percent (30%) of Net Sales of all iCare packages**. For purposes of this Paragraph, “Net Sales” means total iCare sales, less sales or use taxes authorized returns and handling charges.

H. GLOBAL TEL*LINK: The parties acknowledge that Aramark has a contractual relationship with Global Tel*Link (“GTL”) that is a third party supplier of payment processing services. Aramark shall implement payment processing services for commissary and bail/bond payments (“Services”) at the Facility. GTL shall accept commissary and self-release payments made by cash, credit card or debit card. GTL shall charge each person who uses the Services a transaction fee in accordance with the fee schedule set forth on Exhibit D and are incorporated by reference herein. Aramark shall not increase the amounts set forth on Exhibit D or add any interest and/or surcharges without the express prior written consent of the County. The service fee must be disclosed to the user prior to finalizing the deposit. Users must be offered the option of canceling the deposit transaction if they object to the service fee amount. Aramark shall provide and maintain a toll-free number with English and Spanish speaking customer service representatives to assist monolingual customers. Aramark customer service representatives must handle and resolve all issues related to deposit services including kiosk malfunctions, website failures, and transaction failures. Said toll-free number must be posted next to all deposit kiosks. Aramark shall be responsible for monitoring fraudulent activities. Deposits posted in an inmate’s account as a result of fraudulent activity, including but not limited to the use of counterfeit bills or stolen credit cards, shall not be deducted from the inmate’s personal fund account without the written consent of the Facility Superintendent or his designee.

I. PHONE SERVICE PROVIDERS: In the event that there is a change in the phone service provider used at the Facility or in the process by which phone cards or phone time is sold to inmates, the County shall be responsible for the cost or shall cause the phone service provider to be responsible for the cost of the following: (1) any software development required by the change; (2) system integration; (3) use of Aramark hardware and software to sell phone service; and (4) any other cost incurred by Aramark, including but not limited to increased costs for labor, handling, and reporting.

J. FINANCIAL COMMITMENT: Upon execution of this Agreement by both parties, Aramark shall make to the County a payment in the amount of Two Hundred Seven Thousand Dollars (\$207,000) (the “Financial Commitment”). County agrees to invest the Financial Commitment in the commissary operation at the Facility. Any equipment purchased by Aramark on County’s behalf shall be purchased as a “sale-for resale” to the County. County shall hold title to all such equipment (with the exception of those items which bear the name of Aramark, its logo, or any of its logo, service marks or trademarks or any logo, service marks or trademarks of a third party) upon such resale. County acknowledges that it is a tax-exempt entity and will provide Aramark with a copy of the appropriate tax-exempt certificate. The Financial Commitment shall be amortized on a straight-line basis over a period of five (5) years, commencing upon the effective date of this Agreement. Upon expiration or termination of this Agreement by either party for any reason whatsoever prior to the complete amortization of the Financial Commitment, County shall reimburse Aramark for the unamortized balance of the Financial Commitment as of the date of expiration or termination. Any portion of the Financial Commitment that is not expended prior to the expiration or earlier termination of the Agreement shall revert to Aramark.

K MATERIAL ADVERSE CHANGE: The financial arrangements in this Agreement are based on conditions existing as of the Effective Date including any representations regarding existing and future conditions made by County in connection with the negotiation and execution of this Agreement. If such conditions change due to causes beyond Aramark's control, including, but not limited to, a change in the scope of Aramark's services; menu changes; a decrease in the Facility's inmate population or the availability of inmate labor; efforts to organize labor; increases in food, fuel, equipment, utilities, supply and labor costs; Federal, State and local sales, and other taxes and other operation costs; a change in Federal, State and local standards, requirements recommendations, and regulations including any applicable Child Nutrition Programs; changes in phone service providers or a change in the way phone service is sold to inmates; or other unforeseen external market conditions outside Aramark's control, then Aramark shall give County written notice of such proposed increase or change, and within thirty (30) calendar days after such notice, Aramark and County shall attempt to mutually agree upon modification(s) to offset the impact of the proposed increase or change, which possible modifications may include any or a combination of the following: an adjustment to Aramark's price per meal or commission, modifications to the menu or Product offerings, changes to Product pricing or modifications to Aramark's scope of services. However, any said possible increases, modifications or changes shall be subject to all the other terms and conditions in this Agreement including, but not limited to, the prices of products charged to inmates pursuant to Illinois Administrative Code, 20 Ill. Admin. Code 701.250.

4. ACCESS AND RETENTION OF RECORDS: Aramark shall maintain financial records adequate to show that County funds paid under this Agreement were used for purposes consistent with the terms of this Agreement. Records shall be maintained by Aramark during the term of this Agreement and for a period of three (3) years after the Agreement expires or is terminated, or until all claims have been resolved, whichever period is longer, unless a longer period is required under this Agreement.

5. TERM OF AGREEMENT: The initial term of this Agreement shall commence February 1, 2019 and shall remain in effect for a two (2) year period, unless terminated sooner as provided in Section 6 of this Agreement. By mutual agreement, and upon approval of the Winnebago County Board, this Agreement may be renewed for an additional two (2) year period. Thereafter, upon the approval of the Winnebago County Board, and by mutual agreement of the parties, the County and Aramark may extend this Agreement for an additional one (1) year period. For any year beyond the initial term of the Agreement, this Agreement is contingent upon the appropriation of sufficient funds.

6. TERMINATION:

A. TERMINATION WITHOUT CAUSE: The County may terminate this Agreement without cause upon sixty (60) days prior written notice to Aramark. This notice shall state the effective date of the termination.

Aramark may terminate this Agreement without cause upon 120 days prior written notice to the County. This notice shall state the effective date of the termination.

B. TERMINATION FOR CAUSE: The County may terminate this Agreement for cause upon written notice to Aramark for a default which is not cured within 90 days after receipt from the County specifying the nature of such breach or default. For purposes of this Agreement, cause includes, but is not limited to any of the following: (a) material breach of this Agreement by Aramark; (b) violation by Aramark of any applicable laws; (c) assignment by Aramark of this Agreement without written consent of the County pursuant to Section 10 of this Agreement. Such notice shall specify the reason for the termination and shall indicate the effective date of such termination. In the event of termination, Aramark shall deliver to the County copies of all reports and other work performed by Aramark under this Agreement.

C. CONSEQUENCES OF TERMINATION: If this Agreement is terminated under any circumstances, Aramark shall return to the County all County assets, supplies, materials or information in Aramark's possession. Aramark shall also provide the County with all inmate trust account fund balances and any other financial documents, information, records and data relative to inmate records that would enable the County or the County's designated service provider to assume operation of the inmate commissary service and Inmate Trust (Commissary) Fund. If this Agreement is terminated under any circumstances, Aramark shall be entitled to receive payments from the County for work completed prior to the termination date in accordance with the terms and conditions of this Agreement.

Aramark shall cooperate with the County and with any other entity which includes, but is not limited to, other agencies, vendors, or contractors to ensure a smooth transition at the time of termination of this Agreement, regardless of the nature or timing of the termination.

7. NOTICE: All notices prescribed by this Agreement shall be in writing and shall be deemed effective upon their deposit in the U.S. mail, postage prepaid with return receipt requested and addressed:

For the County
Winnebago County Sheriff, Office
Gary Caruana
Winnebago County Justice Center
650 West State Street
Rockford, Illinois 61102

For Aramark
Aramark Correctional Services, LLC
2400 Market Street
Philadelphia, Pennsylvania 19103

With Copies to:
Office of the Winnebago County State's Attorney
Civil Bureau
Courthouse Building
400 W. State Street, Suite 804
Rockford, Illinois 61101

8. CONFLICTS OF INTEREST: Aramark shall prohibit any financial relationship or other conflict of interest between the Facility's inmates and Aramark's employees, affiliates, agents, representatives or members of its Board of Directors during the term of this Agreement.

9. CONFIDENTIAL INFORMATION: Aramark agrees to comply with and to require its employees and agents to comply with all applicable state or federal statutes or regulations respecting confidentiality, including but not limited to, the identity of persons served under this Agreement, their records, or services provided to them. Subject to the Illinois Freedom of Information Act, Aramark shall ensure that all information received from the County, including but not limited to services provided under this Agreement shall be confidential and shall not be open to examination for any purpose not directly connected with the administration of such services. No person shall publish, disclose, permit or cause to be published or disclosed any list of persons receiving services, except as may be required in the administration of such service. Aramark agrees to inform all employees, affiliated, agents, and partners of the above provisions. In the event Aramark receives a subpoena, court order, or other legal document requiring release of the information, or is informed that such a document is being requested, Aramark shall immediately give notice to the County's authorized representative in order to permit the County to seek a Protective Order or other similar order, or take appropriate action.

All financial, statistical, operating and personnel materials and information, including, but not limited to, the Aramark System, related to or utilized in Aramark's business (collectively, the "Aramark Proprietary Information") is and shall remain confidential and sole property of Aramark and constitutes trade secrets of Aramark. The County shall keep all Aramark Proprietary Information confidential and shall use the Aramark Proprietary Information only for the purpose of fulfilling the terms of this Agreement. The County shall not photocopy or otherwise duplicate any materials containing any Aramark Proprietary Information without the prior written consent of Aramark. Upon the expiration of any termination of this Agreement, all manuals, software, computers, diskettes, disks and disk drives, and other materials or documents containing any Aramark Proprietary Information, shall be returned to Aramark.

10. ASSIGNMENT: Aramark shall not assign this Agreement, either in whole or part, without the prior written consent of the County. Any assignment without said consent of the County shall be null and void. However, this provision shall not prohibit Aramark from assigning this Agreement, in its sole discretion, to any of its affiliates without any consent being required. The term "affiliate" means any corporation, limited liability company or any other person controlling, controlled by or under common control with Aramark. Any assignment to an affiliate of Aramark shall be subject to all of the terms and conditions of this Agreement.

11. PRESS RELATIONS: Aramark shall coordinate with the County on any and all press or media releases.

12. PUBLICITY RIGHTS: Neither Aramark nor the County shall disclose the terms of this Agreement to any other person or entity outside its organization other than as required by law. Neither the County, nor Aramark and its affiliates shall, without the other Party's consent, use the other Party's name, logo, trademark or otherwise refer to or identify the other Party in any publicity matters relating to the Services. Notwithstanding the foregoing, both Parties and their respective affiliates may, without prior consent of the other Party, use that Party's name or logo and the

existence of this Agreement in connection with earnings calls or similar matters with their respective investors or analysts as wells as communications to prospective clients (if applicable) and for use in such Party's marketing materials. The obligations of the County under this Paragraph are subject to its legal obligations under the Illinois Freedom of Information Act.

13. EXTENT OF AGREEMENT: This Agreement represents the entire agreement and understanding between the County and Aramark and supersedes all prior negotiations, representations or agreements, either written or oral, including without limitation, any request for proposal, invitation to bid, bid specifications, bids, proposals or other similar documents. This Agreement may be amended only by written instrument signed by the parties.

14. SEVERABILITY: If any provision of this Agreement is found by a court of competent jurisdiction to be void, invalid or unenforceable, the same will either be reformed to comply with applicable law or stricken if not so conformable, so as not to affect the validity or enforceability of this Agreement.

15. WAIVER: The failure of Aramark or the County to exercise any right or remedy available under this Agreement upon the other party's breach or the terms, covenants and conditions of this Agreement or the failure to demand prompt performance of any obligation under this Agreement shall not be deemed a waiver of such right or remedy; or the requirement of punctual performance; any of any subsequent breach or default on the part of the other party.

16. COUNTERPARTS; PDF AND FACSIMILE SIGNATURES: This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute one, and the same, document. Signatures of the Parties may be exchanged by pdf or facsimile, and such pdf or facsimile signature pages shall be deemed originals in all respects. It shall not be necessary in making proof of this Agreement or any counterpart to produce or account for any of the other counterparts.

17. INDEMNITY: County shall not be liable for, and Aramark shall defend, indemnify and hold harmless the County, its agents servants, and employees and all elected and appointed officials of the County (collectively, "County Parties") against any and all claims, demands, liability, judgments, awards, fines, mechanics' liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including without limitation attorneys' fees and court costs (hereinafter collectively referred to as "Claims"), related to and arising either directly or indirectly from any act, error, omission or negligence of Aramark or its contractors, affiliates, licensees, agents, servants or employees, excepting only Claims caused by the sole negligence or willfulness of County Parties. This also includes Aramark's use of inmates in the commissary service operations at the Facility, whether or not such liability is attributable to any act of negligence by Aramark, its officers, affiliates, employees, agents, consultants, subcontractors, owners or shareholders. Notwithstanding the foregoing indemnities, Aramark shall not be liable under this clause where liability results solely from a breach of security. Aramark expressly understands and agrees that any Fidelity Bonds or insurance protection required of Aramark, or otherwise provided by Aramark, shall in no way limit the responsibility to indemnify the County Parties as hereinabove provided. Aramark shall reimburse the County for all costs, attorneys' fees, expenses and liabilities incurred with respect with any litigation in

which Aramark is obligated to indemnify, defend and hold harmless the County under its Agreement with the County.

Aramark represents and warrants for the benefit for the County, and their users that it is the exclusive owner of all rights, title and interest in the product or services to be supplied under this Agreement. Aramark shall, at its own expense, indemnify, defend, settle, and hold harmless the County against any claim or potential claim that any good, (including software) and/or service, or County's use of any good (including software) and/or service, provided under this Agreement infringes any patent, trademark, copyright or other proprietary rights, including trade secret rights. Aramark shall pay all costs, damages and attorneys' fees that a court awards as a result of any such claim.

18. INDEPENDENT CONTRACTOR: Aramark and any of its affiliates, agents and employees, in the performance of this Agreement must act in an independent capacity and not as officers or employees or agents of the County.

Aramark shall supply all goods and/or perform all services pursuant to this Agreement as an independent contractor and not as an officer, agent, servant, representative, or employee of the County. Aramark shall be solely responsible for the acts and omissions of its officers, affiliates, agents, employees, contractors, and subcontractors, if any.

Nothing herein shall be considered as creating a partnership or joint venture between the County, and Aramark. No person performing any services and/or supplying any goods shall be considered an officer, agent, servant, or employee of the County and/or Sheriff, nor shall any such person be entitled to any benefits available or granted to employees of the County and/or Sheriff.

Aramark is responsible for payment to its affiliates, or subcontractors and must monitor, evaluate, and account for the affiliate(s) and/or subcontractor(s) services and operations.

19. GOVERNING LAW: This Agreement shall be construed and interpreted in accordance with the laws of the State of Illinois. Proper venue for legal action regarding this Agreement shall be in the County of Winnebago, Illinois.

20. COOPERATION WITH REVIEW: Aramark shall cooperate with County's periodic review of Aramark's performance. Aramark shall make itself available onsite to review the progress of the terms and conditions of the Agreement, as requested by the County, upon reasonable advanced notice.

Aramark agrees to extend to the County and/or the County's designee(s) and/or County auditor, the right to monitor or otherwise evaluate all work performed and all records, including service records and procedures to assure that the project is achieving its purpose, that all applicable County, Illinois and Federal regulations are met, and that adequate internal fiscal controls are maintained.

21. ACCOUNTABILITY: Aramark shall be required to submit status reports, covering such items as work in process, milestones attained, milestones missed, milestones to be completed, resources expended, problems encountered and corrective action taken. The County and County Auditor reserves the right to monitor all work performed, all records, and procedures to ensure that

the project is achieving its purpose, and that applicable state and federal laws are met. Aramark shall cooperate fully with the County's Finance Director and County Auditor by providing information to the County's Finance Director and County Auditor upon request.

22. COUNTY'S COVENANTS, REPRESENTATIONS AND WARRANTIES: County hereby represents and warrants that its award of this Agreement to Aramark for the services hereunder complies with all applicable procurement laws, regulations and policies.

23. FIDELITY BONDS: Before receiving compensation under this Agreement, Aramark shall furnish to the County with evidence that all Aramark officials, employees, affiliates, subcontractors and agents handling or having access to funds received or disbursed under this Agreement, or authorized to sign or countersign checks, are covered by a BLANKET FIDELITY BOND in a principal face amount of no less than one million dollars (\$1,000,000). If such bond is cancelled or reduced, Aramark shall notify the County immediately, and County may withhold further payment to Aramark until proper coverage has been obtained. Failure to give such notice may be cause for termination of this Agreement, at the option of the County.

IN WITNESS HEREOF, the parties hereto have caused this Agreement to be signed by their duly authorized representatives the day and year first above written.

ARAMARK Correctional Services, LLC

COUNTY OF WINNEBAGO, ILLINOIS
an Illinois body politic and corporate

Mark R. Adams
Vice President, Finance
Date:_____

Frank Haney
Chairman of the County Board of the
County of Winnebago, Illinois
Date:_____

Attest:

Attest:

Date:_____

Clerk of the County Board of the
County of Winnebago, Illinois
Date:_____

**PERSONNEL &
POLICIES
COMMITTEE**



Executive Summary

Date: December 13, 2018
To: Personnel and Procedures Committee
Prepared by: Purchasing Department

Subject: Agreements for Nursing Staffing Services for River Bluff Nursing Home
County Code: Winnebago County Purchasing Ordinance

Background:

We have found that consistent with current staffing and operating environments in the nursing home industry in the Midwestern region, and in particular, the Rockford area, River Bluff Nursing Home has been experiencing increased difficulty in securing nursing staff to satisfy its needs.

RBNH is required by Federal and State law to maintain certain staffing levels in order to meet the needs of its residents. For RBNH to increase its census, more staffing must be secured.

There are currently three Nursing Staff Service providers under County contract agreements. However, at this time, RBNH's staffing needs are not currently being met by the three current providers alone and are in need of additional staffing service providers.

Contract Agreement Period:

One-year contract with the opportunity to renew for one additional year, if the vendor's performance and rates are determined to be satisfactory.

Recommendation:

The County of Winnebago needs to increase its nursing staffing at River Bluff Nursing Home by contracting with additional providers. This will be based on need, availability, quality of service and price.

Ms. Sheila Story, RBNH Administrator, recommends Board approval of two Resolutions Authorizing the Chairman of the County Board to Execute a Staffing Services Agreement for River Bluff Nursing Home with Grape Tree Medical Staffing and OneStaff Medical.

Sponsored by Dave Fiduccia, Chairman

COUNTY BOARD MEETING

December 13, 2018

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

Submitted by: Personnel & Policies Committee

2018 CR _____

**RESOLUTION AUTHORIZING THE CHAIRMAN OF THE
COUNTY BOARD TO EXECUTE A STAFFING SERVICES
AGREEMENT FOR RIVER BLUFF NURSING HOME**

WHEREAS, the County of Winnebago owns and operates River Bluff Nursing Home, a skilled long-term care facility dedicated to serving the residents of Winnebago County; and

WHEREAS, hiring and retaining qualified nurses and certified nursing assistants at River Bluff Nursing Home in order to meet required staffing levels has been an ongoing issue, with similar difficulties occurring at long-term care facilities throughout the country; and

WHEREAS, GrapeTree Medical Staffing, LLC, is in the business of providing qualified health care professionals to health care providers, such as River Bluff Nursing Home, on a short-term basis; and

WHEREAS, the Personnel and Procedures Committee of the County Board for the County of Winnebago, Illinois, has reviewed the proposed terms of the Agreement for Staffing with GrapeTree Medical Staffing, LLC, as set forth in Exhibit A, attached hereto and incorporated herein by reference, and recommends contracting with GrapeTree Medical Staffing, LLC under the terms set forth in the Agreement.

NOW THEREFORE BE IT AND IT IS HEREBY RESOLVED, by the County Board of the County of Winnebago, Illinois, that the Winnebago County Board Chairman is authorized to execute the Agreement for Staffing with GrapeTree Medical Staffing, LLC, in substantially the same form as contained in Exhibit A.

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 Auditor, Winnebago County Administrator, and River Bluff Nursing Home Administrator.

Respectfully submitted,
PERSONNEL & POLICIES COMMITTEE

AGREE

DISAGREE

DAVE FIDUCCIA, CHAIRMAN

DAVE FIDUCCIA, CHAIRMAN

DAVE BOOMER

DAVE BOOMER

ANGIE GORAL

ANGIE GORAL

JOE HOFFMAN

JOE HOFFMAN

DAVE KELLEY

DAVE KELLEY

DOROTHY REDD

DOROTHY REDD

JIM WEBSTER

JIM WEBSTER

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

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

Attested by:

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

EXHIBIT A

**MASTER STAFFING AGREEMENT***Fresh Staffing Solutions*

This is a Master Staffing Agreement, hereinafter referred to as "Agreement", between County of Winnebago dba River Bluff Nursing Home, Rockford, Illinois, hereinafter referred to as "Facility", and GrapeTree Medical Staffing, LLC, Milford, Iowa, hereinafter referred to as Employment Process and Staffing Management Organization or "EPSMO".

WHEREAS, EPSMO shall be designated as a provider of employment services and record management of supplemental healthcare personnel, hereinafter referred to as "SHP"; and

WHEREAS, this Agreement between Facility and EPSMO has been executed and will result in the flow through of all of the terms, conditions and provisions to any supplier that EPSMO utilizes to provide services through this Agreement; and

NOW, THEREFORE, Facility and EPSMO, in consideration of the matter described above and other mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the parties to this Agreement agree as follows:

A. ENGAGEMENT

1. Facility engages EPSMO to provide employment services, record management and SHP as required by Facility.
2. This Agreement together with the attachments, exhibits and any other documents referenced in this agreement are hereby incorporated herein and constitute the entire agreement between the parties for providing services. No changes, amendments or modifications of this Agreement will be valid unless made pursuant to a written contract change approved by Facility, and accepted in writing by EPSMO.
 - a. Attachment A shall include the rate schedule for all personnel provided by EPSMO to Facility.
 - b. EPSMO shall make assignments for which the SHP is professionally qualified as determined by EPSMO and Facility.
 - c. During the period of this agreement and 12 months thereafter, Facility agrees not to utilize any personnel provided by EPSMO through a firm other than EPSMO.
3. EPSMO shall supply background investigation, immunization and/or titer information and documentation appropriate to the skill category for all SHP on site which may include but is not limited to:
 - employment application/resume
 - previous employment history
 - verification of professional license
 - criminal and dependent adult/child abuse record check
 - EPLS report
 - OIG report
 - ACLS/BCLS certification
 - professional skills checklist
 - TB test and/or chest x-ray/risk assessment
 - health examination
 - immunization records: MMR, varicella
 - Hepatitis B or waiver
 - annual regulatory training

4. If the EPSMO uses a subcontractor to provide services to Facility, the EPSMO will require the same terms and conditions to the subcontractor and its employees as outlined in this agreement.

B. FACILITY

1. Unless otherwise mutually agreed, all equipment, materials and supplies necessary to perform assignment will be provided by Facility.
2. Facility agrees to provide such facilities, tools, equipment and furniture on its premises that it deems reasonably necessary for EPSMO's personnel to provide services as specified in this Agreement.
3. Facility will provide access to a copy machine, network access, internal email, phone and fax service as needed by EPSMO.
4. Facility will float the EPSMO employees only to clinical areas where the EPSMO employee feels that he or she possesses the experience, certification and competencies to perform the job as compliant with The Joint Commission standards, including the provision of an appropriate orientation to the new unit. The orientation length and extent is at the discretion of Facility. Facility understands that the employee has the right to contact the EPSMO if he or she is reassigned or floated to an area in which he or she does not feel competent.
5. Facility agrees to cooperate with EPSMO to assist EPSMO with meeting certification standards including, but not limited to, the standards of The Joint Commission.

C. EPSMO

1. EPSMO will use its best efforts to recruit qualified, competent healthcare personnel, as required by Facility, and in accordance with Facility specifications, for staffing of Facility.
2. EPSMO will conduct employment activities on its own behalf, as employer, with the expectation that certain SHP may be assigned to work at Facility. These activities include, but are not limited to, recruiting, screening (including criminal and Health & Human Services Office of Inspector General background checks), hiring, disciplining, compensating and conducting regular performance appraisals of each SHP.
3. EPSMO shall make available to Facility and government (Medicare regulation 420.302) at request, all SHP documentation, including but not limited to those listed in above section A, number 3.
4. EPSMO is solely responsible for all payments to its employees, including wages, applicable benefits, withholding of appropriate taxes and compliance with all labor compensation laws.
5. EPSMO can be contacted 24 hours a day at 712-336-0800. EPSMO alternate number if phone outage is 712-330-1934.

D. SHP

1. SHP provided by EPSMO on assignment to Facility are employees of EPSMO.
2. While providing services at Facility, SHP shall comply with all licensing laws under which he/she is licensed, as well as all applicable Federal, State, and local laws, rules, policies and procedures adopted by Facility.
3. SHP provided by EPSMO who have had previous employment with Facility will be reviewed by Facility on a case by case basis. Facility shall determine eligibility for such SHP to return for employment through EPSMO.

E. SHP SUPERVISION

1. Facility agrees to contact EPSMO and communicate any disciplinary actions, performance related issues, injuries, incidents, depositions, complaints, grievances or lawsuits related to the EPSMO employee within (1) business day of informing the EPSMO employee. Facility agrees to initiate and/or facilitate communication with EPSMO whenever an incident/injury report related to the EPSMO employee is completed that directly involves the Facility, whether or not the incident results in a bad outcome for a patient or staff member. Facility understands that the EPSMO employee is expected to contact EPSMO whenever such an incident report may constitute disciplinary action and/or a change in job duties. Facility understands and agrees that this communication is vital to ensure proper management of EPSMO employees and comply with regulatory standards.
2. Facility has the authority to dismiss unsatisfactory EPSMO SHP from their premises at any time. Such dismissal requires immediate notification to EPSMO. EPSMO agrees to use all available resources to replace SHP as quickly as possible, in order to fulfill the remainder of that assignment.

F. ORIENTATION/ PERFORMANCE EVALUATION

1. Facility shall orientate SHP to their facility, including its rules, regulations, policies, procedures, physical layout, emergency protocol, emergency evacuation and equipment on any unit to which the EPSMO employee is assigned. Facility will provide all necessary facilities and materials needed by SHP to fulfill the expected duties. Facility will be responsible for the establishment of staff clinical competence during the initial orientation period and on an ongoing basis during the contract period. To ensure a high quality of patient care delivery, orientation to the relevant unit, setting or area, as well as all applicable facility/unit policies and procedures, will be conducted by Facility, with the length and extent of orientation defined by Facility. Facility will complete an orientation checklist for the staff member specific to his or her unit/area and will fax a copy of this completed checklist to the EPSMO on completion of the orientation. Facility agrees to complete a performance evaluation of the EPSMO employee as requested by the EPSMO and return within requested time frame. Facility agrees and understands that these evaluations are critical to ensure proper management of the EPSMO employees and comply with regulatory standards.

G. COMPENSATION AND PAYMENT

1. Payment for services shall be due upon invoice receipt. Payments over 30 days from invoice date shall incur a 2% carrying fee per month. Payments not received after 90 days from invoice date may be sent to a collection agency. Facility shall be liable for all charges, including returned checks (\$30.00 each), collection costs and attorney's costs relating to non-payment for services as set forth herein.
2. Facility shall guarantee payment of the minimum number of hours, as well as any hours worked in excess of that minimum, as stated in each Assignment Agreement. Rates for all Assignment Agreements are negotiated and may vary based on market demand.
3. All overtime must be prearranged and authorized by Facility. The rate for any SHP who is required to work more than forty (40) hours in the standard workweek shall be one and one-half times the established rate.
4. Holiday bill rate shall apply for hours worked midnight to midnight the day of the following holidays; New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. Additional holiday bill rate will apply as directed by Facility based on when Facility pays higher rates to its employees for working recognized holidays. Holiday rates shall be one and one-half times the established rate.

5. All scheduled shifts will be considered guaranteed by Facility and billed per Attachment A unless Facility cancels at least 12 hours prior to the start time of shift.
6. The workweek shall begin according to EPSMO's workweek, Sunday - Saturday.
7. Authorized Facility employees will be responsible for verifying total number of hours worked. Facility shall be responsible for payment of all hours worked by SHP.
8. Inclusive rates include general and professional liability insurance, workers compensation, salary, payroll taxes, housing, roundtrip transportation and administrative fees.
9. Payment is to be sent directly to EPSMO with attention to Accounts Receivable.
10. Following the completion of 520 regular billable hours by SHP, Facility may hire SHP on a regular basis as a permanent employee. Facility shall pay liquidated damages in the amount of \$8,000.00 upon hire of all Registered Nurses or Licensed Practical Nurses, liquidated damages for all other EPSMO SHP's would be \$5,500.00. Liquidated damages fee may vary for SHPs placed through a subcontractor.
11. Facility needs given with less than 12 hours' notice to EPSMO will incur a 10% increase to the associated rates established in Attachment A, or applicable Assignment Agreement.

H. NONDISCRIMINATION

1. The parties agree not to unlawfully discriminate on the basis of age, race, creed, color, national origin, sex, marital status, pregnancy, disability and all other characteristics protected by applicable law in the performance of this Agreement.

I. TERMINATION

1. This Agreement shall be effective from the date of the last signature below until either party provides thirty (30) days written notice of its desire to terminate. Upon termination, all SHP currently placed with Facility will complete their designated assignments pursuant to the terms of this Agreement.
2. Facility may extend an assignment by any length that is mutually agreed between EPSMO and Facility.

J. SEVERABILITY

1. If any clause of this Agreement is determined to be invalid, all other clauses will continue to be valid and enforceable. This Agreement supersedes any prior agreement between EPSMO and Facility.

K. AMENDMENTS

1. All modifications to this Agreement shall be effective only when reduced to writing and signed by both parties.

L. RESPONSIBILITY FOR OWN ACTS

1. Each party shall be responsible for its own acts or omissions and for any and all claims, liabilities, injuries, suits, demands and expenses that result or arise out of any such acts or omissions. In the event that a claim is made against both parties, it is the intent of both parties to cooperate in the defense of said claim and to cause their insurers to do likewise. However, both parties shall have the right to take any and all actions they believe necessary to protect their respective interests.

M. INDEMNIFICATION AND LIMITATION OF LIABILITY

1. To the extent permitted by law, EPSMO will defend, indemnify and hold Facility and its parent, subsidiaries, directors, officers, agents, representatives and employees harmless from all claims, losses and liabilities (including reasonable attorney's fees) to the extent caused by EPSMO's breach of this Agreement; its failure to discharge its duties and responsibilities set forth in this Agreement; or the negligence, gross negligence or willful misconduct of EPSMO or EPSMO's officers, employees or authorized agents in the discharge of those duties and responsibilities.
2. To the extent permitted by law, Facility shall hold harmless, indemnify and defend EPSMO and Subcontractors and their officers, directors, and employees from and against all liabilities, losses, interest, damages, costs, fines, penalties, and expenses (including without limitation, reasonable attorneys' fees awarded) threatened or assessed against, levied upon, or collected from EPSMO or Subcontractor(s) arising out of, from, or in any way related to, any (a) breach of this Agreement; (b) any violations of applicable law by Facility or its officers, directors, employees or agents; injury to persons or damage to tangible personal property caused by the negligence or willful misconduct of Facility, its officers, directors, employees or agents; and (c) the acts or omissions of Personnel assigned to Facility and who are supervised by Facility. Facility acknowledges that this indemnification obligation will be contained in the Subcontractor Agreement between EPSMO and Subcontractors and consents to EPSMO's representation to Subcontractors that Facility has agreed to be bound by such obligation to Subcontractors.

N. COMPLIANCE WITH LAWS

1. In the event that the Secretary of Health and Human Services or the Comptroller General of the United States or their representatives determine that this Agreement is a contract described in Section 1861(v)(1)(I) of the Social Security Act, EPSMO agrees that until the expiration of four (4) years after the furnishing of services pursuant to this Agreement, EPSMO shall make available, upon written request, to Facility or the Secretary of Health and Human Services, or upon request of the Comptroller General of the United States, or any of their duly authorized representatives, this Agreement, and any books, documents and records of EPSMO that are necessary to certify the nature and extent of costs paid by Facility pursuant to this Agreement. If EPSMO carries out any of the duties of this Agreement through a subcontract with a value or cost of Ten Thousand Dollars (\$10,000) or more over a twelve (12) month period with a related organization as defined in 42 CFR 413.17, such subcontract shall contain a clause to the effect that until the expiration of four (4) years after the furnishing of such services pursuant to such subcontract, the related organization shall make available, upon written request to the Secretary of Health and Human Service, or upon request to the Comptroller General of the United States, or any of their duly authorized representatives, the subcontract, and books, documents and records of such organization that are necessary to verify the nature and extent of such costs.
2. EPSMO guarantees that it has not been listed by a Federal agency as excluded, debarred, suspended or otherwise ineligible to participate in Federal healthcare programs and has not been convicted of any crime relating to defrauding any healthcare benefit program.

O. HIPAA

1. EPSMO agrees to comply with the applicable provisions of the Administrative Simplification section of Health Insurance Portability and Accountability Act or "HIPAA" and the requirements of any regulations promulgated, including, without limitation, the Federal privacy regulations as contained in 45 C.F.R. Part 164, and the Federal security standards as contained in 45 C.F.R. Part 142 (collectively, the "Regulations"). EPSMO shall not use or further disclose any protected health information, as defined in 45 C.F.R. 164.504, or individually identifiable health information, as defined in 42 U.S.C. § 1320d (collectively, the "Protected Health Information" or "PHI"), other than as permitted by this Agreement and the requirements of HIPAA or the Regulations. EPSMO will implement appropriate safeguards

to prevent the use or disclosure of PHI other than as contemplated by this Agreement. EPSMO will promptly report to Facility and any applicable member any use or disclosures, of which EPSMO becomes aware of PHI in violation of HIPAA or the Regulations. In the event that EPSMO contracts with any agents to whom EPSMO provides PHI, EPSMO shall include provisions in the agreements pursuant to which EPSMO and the agents agree to the same restrictions and conditions that apply to EPSMO with respect to PHI. EPSMO will make its internal practices, books and records relating to the use and disclosure of PHI available to the Secretary of the United States Department of Health and Human Services (the "Secretary") to the extent required for determining compliance with HIPAA and the Regulations. No attorney-member, accountant-member or other legal or equitable privilege shall be deemed to have been waived by EPSMO, Facility or any other member by virtue hereof. The provisions of this section shall survive expiration or other termination of this Agreement, regardless of the cause of the termination.

P. INSURANCE

1. EPSMO will procure and will cause its secondary suppliers to procure and maintain general and professional liability insurance coverage for the SHP in limits of not less than one million dollars (\$1,000,000.00) per occurrence and three million dollars (\$3,000,000.00) in the aggregated, workers compensation and unemployment insurance as required by state law. Insurance coverage will outlive the terms of this Agreement (tail coverage for claims). Evidence of such insurance coverage shall be provided to Facility upon request. EPSMO agrees to notify Facility of any material change to, or cancellation of, said insurance coverage and to provide a copy of insurance certificate upon request. Facility reserves the right to immediately terminate this Agreement if proper insurance coverage is not maintained.

Q. CONFIDENTIALITY

1. The parties acknowledge and agree that, in the course of performing services under this Agreement, EPSMO will have access to existing, and will regularly acquire data and information that is confidential and proprietary to Facility ("Proprietary Information"), which provides Facility with a competitive advantage in its relevant markets and which EPSMO would not otherwise know. EPSMO agrees and acknowledges that Facility is the owner of all Proprietary Information.
2. During the term of this Agreement and thereafter, regardless of the reason for the termination of this Agreement, EPSMO shall hold all Proprietary Information, whether in the form of raw data or otherwise, and whether a trade secret, copyrighted work, patentable subject matter or otherwise, in confidence and shall not discuss, communicate or disclose to others, or make any copy or use of the Proprietary Information without first obtaining the written consent of Facility or a patient, unless required by law.
3. The parties further agree that in the course of performing its obligations under this Agreement, EPSMO may organize, compile, manipulate or categorize the Proprietary Information into a variety of forms, including but not limited to software databases, spreadsheets, logs, directories and the like ("Data Compilations"). EPSMO agrees that, following termination of this Agreement, upon the written request of Facility, EPSMO will promptly destroy any Data Compilations.
4. The parties further agree that, in the course of performing its obligations under this Agreement, EPSMO may author and create copyrighted works, including but not limited to software programs, instructional manuals, diagrams, drawings, technical specifications, artwork and the like and may conceive and invent patentable subject matter. With respect to any copyrighted work, Facility agrees that it is not a work-for-hire and that EPSMO owns all rights to the work.
5. During the course of performance hereunder, Facility or its agents, employees, personnel or contractors, may receive information regarding the EPSMO's business practices and employees' medical and personal information. Facility agrees to use its best efforts to

maintain the confidentiality of such information, to safeguard such information against loss, theft or other inadvertent disclosure and to inform each agent, employee, personnel or contractor performing services. hereunder of the confidential nature of such information and the confidentiality obligation that pertains to such information. Facility recognizes and agrees that all such confidential information is and shall continue to be the exclusive property of the EPSMO and further agrees that it will not directly use, disseminate, disclose or otherwise reveal any confidential information or materials to any person, firm, corporation, association or other entity for any reason or purpose whatsoever, without the prior written consent of the EPSMO, unless required by law.

6. Confidential information of the EPSMO shall include, but is not limited to, any and all unpublished information owned or controlled by the EPSMO that relates to the clinical, technical, marketing, business or financial operations of the EPSMO and which is not generally disclosed to the public, including, without limitation, employee information, clinical data, technical data, proprietary computer software, plans for future projects, business and marketing plans, policies, strategies, financial data and information, customer lists, vendor lists, supplier identities and pricing policies and information, whether disclosed orally, in writing or by inspection.
7. The parties' rights for breach of confidentiality shall survive any termination of this Agreement for any reason whatsoever. It is understood and agreed that the parties' remedies at law for breach of confidentiality will be inadequate and that the parties shall, in the event of any such breach, be entitled to equitable relief (including, without limitation, injunctive relief and specific performance) in addition to all other remedies provided under this Agreement or available at law.

R. INDEPENDENT STATUS

1. In the performance of the services to be rendered pursuant to this Agreement, it is mutually understood and agreed that EPSMO shall be at all times acting and performing as an independent contractor. Nothing in this Agreement is intended to create an employer/employee relationship or a joint venture relationship between the parties or between individuals providing services on behalf of EPSMO and Facility.
2. The parties agree that the individuals providing services on behalf of EPSMO are not employees of Facility and accordingly are not eligible for any compensation, fringe benefits, pension, workers' compensation, sickness or health insurance benefits or other similar benefits afforded employees of Facility. Individuals providing services on behalf of EPSMO shall look solely to EPSMO or their respective employers for the above.

S. NON-ASSIGNMENT

1. The parties to this Agreement may not assign this Agreement or any part hereof without the prior written consent of the other party and such consent shall not be unreasonably withheld.

T. GOVERNING LAW AND VENUE

1. This Agreement and the rights, obligations and liabilities of Facility and EPSMO shall be construed pursuant to the laws of the State of Iowa.
2. If EPSMO is required to file a lawsuit against Facility to resolve any disputes under the Agreement, Facility consents to venue and jurisdiction in the Iowa District Court for Dickinson County.

U. ATTORNEY'S FEES

1. If a suit, action or other proceeding of any nature whatsoever (including any proceeding arising under the U.S. Bankruptcy Code, 11 U.S.C. §§ 101 et seq.,) is instituted in connection with any controversy arising out of or relating to this Agreement or to interpret or enforce any

rights hereunder, the prevailing party shall be entitled to recover its attorney's, paralegal's, accountant's, and other expert's fees and all other fees, costs, and expenses actually incurred and reasonably necessary in connection there, as determined by the Court at trial or on any appeal or review, in addition to all other amounts provided by law.

V. CONTACTS

The FACILITY CONTRACT ADMINISTRATOR is authorized to act in all matters relating to the negotiation, execution and modification of this Agreement.

County of Winnebago dba River Bluff Nursing Home Sheila Storey, Administrator 4401 North Main Street Rockford, Illinois 61103	(815) 921-9200
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The FACILITY REPRESENTATIVE is the primary individual responsible for the operational oversight of the services program from the Facility perspective and shall serve as the principal point of contact for EPSMO.

County of Winnebago dba River Bluff Nursing Home Star Maizonet, DON 4401 North Main Street Rockford, Illinois 61103	(815) 921-9200 smaizonet@wincoil.us
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The EPSMO CONTRACT ADMINISTRATOR is authorized to act in all matters relating to the negotiation, execution and modification of this Agreement.

GrapeTree Medical Staffing, LLC Kathy Fahy, VP of Sales & Marketing 1003 23 rd Street Milford, IA 51351	(712) 336-0800 ext. 1144 kathy.fahy@grapetree.com
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The EPSMO REPRESENTATIVE is the primary individual responsible for the operational oversight of the services program from the EPSMO perspective and shall serve as the principal point of contact for Facility.

GrapeTree Medical Staffing, LLC Monica Koechle, Account Manager 1003 23 rd Street Milford, IA 51351	(712) 336-0800 ext. 1106 monica.koechle@grapetree.com
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W. MISCELLANEOUS

1. **Counterparts.** This Agreement may be executed in multiple counterparts; each which when fully executed will be deemed an original. All signatures of the parties and any pursuant to this Agreement may be transmitted by facsimile or email, and a facsimile or email will, for all purposes, be deemed to be the original signature of the person whose signature it reproduces and will be binding upon that person and on the party on whose behalf that person signed.
2. **Entire Agreement.** This Agreement and its attachments represent the entire agreement and understanding between the parties with respect to the transactions contemplated by this Agreement. This Agreement supersedes all prior agreements, understandings, arrangements, drafts, covenants, representations and warranties, written or oral, of any party dealing with the subject matter of this Agreement.
3. **Waiver.** At any time, either party may extend the time for the performance of any of the obligations or other acts of the other party, and waive compliance by the other party with any

of the agreements or conditions in this Agreement. Any extension or waiver will be valid only if set forth in a written instrument signed by the party sought to be bound. No waiver of a failure to comply with any provision of this Agreement will constitute or be construed as a continuing waiver of that provision or as a waiver of any other failure to comply with any provision of this Agreement.

4. **Headings.** The headings contained in this Agreement are inserted for convenience only and will not be deemed to constitute a part of this Agreement.
5. **Conflict of Interest.** The purpose of a conflict of interest policy is to protect each parties' interest when it is contemplating entering into transactions or arrangements that might benefit the private interest of an officer, employee or director of the organization. Each party shall adhere to a conflict of interest policy which is intended to supplement but not replace any applicable state and federal laws governing conflict of interest.



RATE SCHEDULE

Fresh Staffing Solutions

ATTACHMENT A

Non-Specialty	Per Diem Rates	Contract Rates	Specialty	Per Diem Rates	Contract Rates
Registered Nurse	49.00	*	Registered Nurse Charge Nurse	53.00	*
Licensed Practical Nurse	44.00	*	Licensed Practical Nurse Charge Nurse	48.00	*
Certified Nursing Assistant	32.00	*	Registered Nurse Director of Nursing	65.00	..
Certified Nursing Assistant Medication Aide	37.00	*			

*Long-term contract candidates may be submitted at higher rates based on market demand.

IN WITNESS THEREOF, the parties hereto have accepted and cause this Agreement to be executed by their duly authorized representative on the date(s) listed below:

GrapeTree Medical Staffing, LLC

**County of Winnebago dba
River Bluff Nursing Home**

By :/4/4

By:

Kathryn Fahy, Vice P. ident

12/7/18
Date

(Authorized Representative Signature)

Date

(Printed Name and Title)

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

Submitted by: Personnel & Policies Committee

2018 CR _____

**RESOLUTION AUTHORIZING THE CHAIRMAN OF THE
COUNTY BOARD TO EXECUTE A STAFFING SERVICES
AGREEMENT FOR RIVER BLUFF NURSING HOME**

WHEREAS, the County of Winnebago owns and operates River Bluff Nursing Home, a skilled long-term care facility dedicated to serving the residents of Winnebago County; and

WHEREAS, hiring and retaining qualified nurses and certified nursing assistants at River Bluff Nursing Home in order to meet required staffing levels has been an ongoing issue, with similar difficulties occurring at long-term care facilities throughout the country; and

WHEREAS, OneStaff Medical is in the business of providing qualified health care professionals to health care providers, such as River Bluff Nursing Home, on a short-term basis; and

WHEREAS, the Personnel and Procedures Committee of the County Board for the County of Winnebago, Illinois, has reviewed the proposed terms of the Agreement for Staffing with OneStaff Medical, as set forth in Exhibit A, attached hereto and incorporated herein by reference, and recommends contracting with OneStaff Medical under the terms set forth in the Agreement.

NOW THEREFORE BE IT AND IT IS HEREBY RESOLVED, by the County Board of the County of Winnebago, Illinois, that the Winnebago County Board Chairman is authorized to execute the Agreement for Staffing with OneStaff Medical, in substantially the same form as contained in Exhibit A.

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

Auditor, Winnebago County Administrator, and River Bluff Nursing Home Administrator.

Respectfully submitted,
PERSONNEL & POLICIES COMMITTEE

AGREE

DISAGREE

DAVE FIDUCCIA, CHAIRMAN

DAVE FIDUCCIA, CHAIRMAN

DAVE BOOMER

DAVE BOOMER

ANGIE GORAL

ANGIE GORAL

JOE HOFFMAN

JOE HOFFMAN

DAVE KELLEY

DAVE KELLEY

DOROTHY REDD

DOROTHY REDD

JIM WEBSTER

JIM WEBSTER

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

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

Attested by:

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



AGREEMENT FOR STAFFING SERVICES

THIS AGREEMENT ("Agreement") is made effective this ____ day of _____, 20__ by and between County of Winnebago d/b/a River Bluff Nursing Home ("Facility"), located at 4401 N. Main St., Rockford, IL 61103 and OneStaff Medical ("Agency") located at 11718 Nicholas St. Ste. 101, Omaha, NE 68154.

RECITALS:

WHEREAS, Onestaff Medical is in the business of providing licensed health care professionals to hospital clients and other healthcare facilities; and

WHEREAS, in accordance with the terms and provisions of this Agreement, Facility desires the services of Onestaff Medical to identify and provide certain Onestaff Medical Professionals to Facility that are qualified and compliant with the standards identified by the facility.

NOW, THEREFORE, the facility and Onestaff Medical agree to the following:

I. SERVICES by Onestaff Medical:

A. Onestaff Medical shall pre-screen all Professionals to determine whether their qualifications and competence complies with the qualifications and standards established by the Facility. The pre-screening by Onestaff Medical shall include, but not limited to, obtaining all pertinent information (hereinafter "Pre-assignment Screening Information") concerning the past employment, licensure, certifications, education, and professional skills. In addition, the Facility may in its sole discretion require Onestaff Medical to conduct a full background and criminal record check regarding Onestaff Medical Professionals to be assigned to the Facility, the costs of all Pre-assignment Screening Information shall be borne by Onestaff Medical.

The existence of the required work experience, licensure and/or professional certification, and the results of a background/criminal record check shall be confirmed by Onestaff Medical. The facility upon review of the Pre-assigned Screening Information shall have the right, in its sole discretion; to reject the assignment of any individual who it deems fails to satisfy the criteria established by the Facility. In accordance with the Pre-assignment Screening, Onestaff Medical agrees to provide to Facility prior to placement of Onestaff Medical personnel at Facility, the following documentation:

RN's, LPN's & CNA's:

- | | |
|---------------------------------------|---|
| • Current Resume/Application | • Unit Specific Skills Checklist (annual) |
| • Employment References (7 Years) | • Current Certifications/Licensure |
| • License Verification | • Unit/Pharmacology Competencies (annual) |
| • Core Mandatory Attestation (annual) | • Pre-employment Physical (annual) |
| • PPD (annual) or Chest X-ray | • Hep B (vaccine/titers/declination) |
| • MMR (vaccine/titers) | • Varicella(vaccine/titers) |



877.783.1493



11718 NICHOLAS, OMAHA, NE 68154



877.783.1626



- Tdap/Declination
- Flu/H1N1 Vaccine/Declination(annual)
- Fingernail Hygiene Policy (annual)
- Background Check: 7 year county search/Federal/National Sex Offender/ SS Search/OIG/EPLS/OFAC/Education verification
- PPD Questionnaire (annual)
- Latex Allergy Questionnaire (annual)
- 10 Panel UDS

C. Onestaff Medical Professionals placed with a Facility shall comply with Facility policies and procedures, state and federal laws and regulations, including, but not limited to, Joint Commission on Accreditation of Healthcare Organization (“JCAHO”) guidelines, OSHA rules and other regulatory Onestaff Medical requirements.

D. Onestaff Medical shall provide a Certificate of Insurance to Facility upon request. The Certificate of Insurance shall provide proof of:

- current professional liability;
- general liability;
- workers’ compensation for Onestaff Medical Professionals; and

Insurance coverage shall be for not less than \$2,000,000 (two million dollars) per occurrence and \$4,000,000 (four million dollars) in aggregate covering acts or omissions, which may give rise to liability for services under this Agreement. Workers’ Compensation insurance shall be provided in accordance with applicable law.

E. Onestaff Medical will maintain direct responsibility for payment of wages and other compensation (including expense reimbursement) to all Onestaff Medical Professionals and shall be responsible for all applicable mandatory withholdings and contributions of federal, state, and local income taxes, social security taxes, workers’ compensation, and unemployment insurance for Onestaff Medical Professionals.

II. RESPONSIBILITIES OF THE FACILITY

A. Facility will do an initial orientation and evaluation for Onestaff Medical Professionals the first time Onestaff Medical Professionals are placed with the facility. The evaluations will be made available to Onestaff Medical upon request by Onestaff Medical.

B. Facility will provide orientation to Onestaff Medical Professionals, which may include; safety, security, infection control, emergency preparedness, and unit specific orientation. Such hours will be billable at regular rates.

C. Performance problems of Onestaff Medical Professionals placed with a Facility will be documented and reported to Onestaff Medical in a timely manner.

D. Facility retains professional management responsibility for the patient and the services provided. Facility shall have exclusive responsibility to plan the patient’s care and coordinate such care.



E. Facility will cooperate with Onestaff Medical to enable the completion any required post exposure evaluation and follow-up when a Onestaff Medical Professional assigned to Facility has experienced an exposure incident.

III. JOINT RESPONSIBILITIES

A. Facility may hire OneStaff Medical Professional on a regular basis for 30% of Professional's first year salary with a 1% reduction per week for consecutive completed weeks of an assignment totaling 32 hours per week or more. Should OneStaff Medical Professional complete 26 consecutive weeks totaling 32 hours per week or more, the balance of the placement fee will be waived.

IV. BILLING AND INVOICING

A. Facility shall make payment for services rendered by Onestaff Medical Professionals and billed by Onestaff Medical upon receipt of invoice. Any payments not received by Onestaff Medical within 30 (thirty) days will be assessed interest at a rate of 1% per month or the most allowable rate per the IRS guidelines on the unpaid balance past due. Onestaff Medical has the sole discretion to remove any Onestaff Medical Professional for late or non-payment.

B. Facility will provide, and Onestaff Medical will bill for an agreed, confirmed minimum hours of work per week for each Onestaff Medical Professional. The pay week for purposes for scheduling and service billing, and overtime calculation will begin Sunday and end the following Saturday.

C. Facility agrees management will approve Onestaff Medical Professional's worked time by 12:00 p.m. EST of the following Monday after each weekly pay period. Facility agrees to sign a written timecard for the time worked as authorized by the facility. The manager or authorized staffing personnel and the Onestaff Medical Professional will sign the timecard weekly. The facility will retain a copy for their records, and this will be the basis for approval and payment of invoiced time to Onestaff Medical. Onestaff Medical Professional will return the original to Onestaff Medical.

D. Onestaff Medical will provide a (30) day notification to change rates to Facility. No rate change will apply to confirmed staffers placed at the facility, for the period of the confirmed assignment.

V. TERM AND TERMINATION

This Agreement will be in effect from the date first written above, and shall automatically renew annually. Agreement can be terminated by either Onestaff Medical or Facility upon written thirty (30) day notice. At the start of each temporary assignment, a confirmation letter will be signed by both parties to specify dates, weekly guaranteed hours, etc. Facility shall provide in writing just cause to Onestaff Medical upon termination of Onestaff Medical Professional. Should Facility cancel confirmed Onestaff Medical Professional assignment with less than 1 week notice of start date, Facility shall pay 2 weeks of total expected contract hours to Onestaff Medical upon receipt. Facility may terminate confirmation of Agreement immediately for Onestaff Medical Professional for causes described below:

- (1) Upon conduct by the Onestaff Medical Professional which is considered by Facility to be unethical, unprofessional, fraudulent, unlawful, or adverse to the interest, reputation or business of Facility.
- (2) Upon material violation by the Onestaff Medical Professional of any provisions of this Agreement or the rules, policies, and/or procedures of the facility.



- (3) Upon repeated failure by Onestaff Medical Professional to meet utilization, performance, efficiency, or quality standards established by Facility.
- (4) Upon revocation, cancellation, suspension or limitation of the Onestaff Medical Professional licensures, or disciplinary action in any state by an appropriate licensing authority.
- (5) Upon the Onestaff Medical Professional's conviction of a felony or crime of moral turpitude.
- (6) Upon repeated failure by the Onestaff Medical Professional to confirm and comply with Facility's professional requirements concerning maintenance of medical records.
- (7) Upon repeated failure by Onestaff Medical Professionals to follow behavioral norms generally applicable to all employed by Facility.
- (8) Upon the use of alcohol or a controlled substance which impairs the ability of Onestaff Medical Professionals to effectively perform their duties under this Agreement.
- (9) Upon the determination of Facility in good faith that the Onestaff Medical Professional is not providing adequate patient care.

VI. HIPAA COMPLIANCE

A. The Agreement shall be subject to the following conditions in compliance with the Administrative Simplification provisions of the Health Insurance Portability and Accountability Act of 1996, 42 U.S.C § 1320d-7 ("HWA") and the final regulations implementing the privacy provisions of HIPAA as amended from time to time, codified at 45 C.F.R. Parts 1.60 and 164 ("Privacy Regulation"):

B. The parties understand that Agency, and the Agency Professionals, in the performance of their assigned responsibilities under this Agreement, may require access to any individually identifiable health information of patients of Facility. The parties further agree that such access shall be limited to the Agency and the Agency Professional only, and that Agency shall not require or request access to any individually identifiable patient information of Facility.

C. Facility shall designate Agency and the Agency Professional working under this Agreement as a member of its "workforce," as such term is defined in the Privacy Regulation, for purposes carrying out duties under the Assignment. Such designation is for purposes of HIPAA compliance only and shall not be construed as obligation to pay wages and benefits, administer benefit programs, withhold and remit income and payroll taxes.

D. As a member of Facility's workforce, Agency Professional will have access to, in the same manner as other employees of Facility performing the same or similar job functions, such information as is necessary for Agency Professional to effectively undertake their duties, however, such access being under the direction and control of Facility. Agency Professional agrees to use this information only as needed for the performance of his or her assigned duties and to not use such information for any other purpose. In addition, Agency Professional will not disclose or use any information it may receive or develop as a result of its contacts with Facility's patients for any purpose other than necessary to perform his or her assigned responsibilities.



E. Agency Professional shall be subject to Facility's policies and procedures governing the privacy and security of protected health information ('PHI') of Facility's patients. Facility shall be responsible for providing the necessary training to Agency Professional prior to working as required by HIPAA and consistent with the training provided to other members of Facility's workforce.

F. In the event of any change of law or regulation, which prohibits Agency Professional from being designated as a member of Facility's workforce, or any action or threatened action by federal, state or local authorities that such designation creates a serious risk of assessment, sanction, penalty or other serious consequence to Agency or Agency Professional, the parties agree to negotiate in good faith to reform or modify this Agreement or enter into a separate agreement as necessary to permit Facility to share PHI with Agency Professional as necessary for Agency Professional to perform his or her responsibilities under the Agreement.

VII. MISCELLANEOUS TERMS

A. The parties enter into this Agreement as independent contractors, and nothing contained in this Agreement will be construed to create a partnership, joint venture, agency, or employment relationship between, the parties.

B. In the event that any dispute relating to this Agreement is unable to be resolved through discussions, either party may submit the dispute to final and binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association, to the extent such rules are not inconsistent with this Agreement.

C. Neither party may assign this Agreement without the prior written consent of the other party, nor will such consent not be unreasonably withheld. No such consent will be required for assignment to an entity owned by or under common control with assignor. In any event, the assigning party will remain fully responsible for compliance with all of the terms of this Agreement.

D. Agency agrees to indemnify and hold Facility harmless from any and all liability Facility may incur by reason of bodily injury or death or property damage (collectively, "Damages") to the extent caused by the negligent acts or omission of Agency Professionals in the performance of their assignment for Facility except to the extent Damages are caused by Facility's negligence.

Facility agrees to give prompt written notice of any such assertion or claim. Facility agrees to indemnify and hold Agency harmless from any and all liability Agency may incur by reason of bodily injury or death or property damage (collectively, "Damages") to the extent caused by the negligent acts or omissions of Facility employees in the performance of their duties, except to the extent Damages are caused by Agency's negligence. Agency agrees to give prompt written notice of any such assertion or claim.

E. This Agreement shall be governed in all respects by and construed in accordance with the laws of the State of Nebraska.

F. All books, documents, and records related to the performance of this agreement, and all workers, including without limitation all filings and records regarding federal, state and local tax withholding, workers' compensation, payroll, insurance policies, personnel, affirmative action plans, and compliance with applicable laws and regulations or accrediting bodies, shall be available for inspection, at any time without prior notice: and shall be maintained for four (4) years after the furnishing of any service, to include any service provided by way of a subcontract with another organization.



G. This Agreement will be implemented through a written signed request for Agency Professionals and by written signed acceptance of Agency Professional's confirmation of staff or of extended assignment.

H. The waiver by either party of a breach or violation on any provisions of this Agreement will not operate as, or be construed to be, a waiver of any subsequent breach of the same or other provision of this Agreement.

I. Any notice or demand and required under this Agreement will be in writing; will be personally served or sent by certified mail, return receipt requested, postage prepaid, or by a recognized overnight carrier which provides proof of receipt; and will be sent to the addresses below. Either party may change the address to which notices are sent by sending written notice of such change of address to the other party.

FACILITY:

River Bluff Nursing Home
4401 N. Main St.
Rockford, IL 61103

AGENCY:

OneStaff Medical
11718 Nicholas St. Suite 101
Omaha, NE 68154

J. Facility agrees to not allow a confirmed contracted OneStaff Medical employee to be employed directly by facility or indirectly at the facility through a competing agency for a period of 3 months from date of last employment at facility while on a confirmed contract at facility with OneStaff Medical unless prior authorization by OneStaff Medical has been given.

K. The parties agree that Agency's obligation to supply Agency Professionals on request of Facility is subject to availability of qualified Agency Professionals. Failure of Agency to provide Agency Professionals or failure of Facility to request Agency Professionals results in no penalty and does not constitute a breach of this Agreement.

L. In the event that a provision of this Agreement is held to be invalid or unenforceable, the balance of this Agreement will remain in full force and effect.

M. The headings of sections and subsections of this Agreement are for reference only and will not affect in any way the meaning or interpretation of this Agreement.

N. This Agreement constitutes the entire contract between Facility and Agency regarding the services covered under this Agreement. Any agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force or effect. This Agreement may be executed in any number of counterparts, each of which will be deemed to be the original. No amendments to this Agreement will be effective unless made in writing and signed by both parties.

IN WITNESS HEREOF, the parties have caused this Agreement to be executed by their authorized officers as evidenced by their signatures below.



877.783.1493



11718 NICHOLAS, OMAHA, NE 68154



877.783.1626



Authorized OneStaff Medical Printed Name

County of Winnebago d/b/a River Bluff Nursing Home Print Name

Authorized OneStaff Medical Signature

County of Winnebago d/b/a River Bluff Nursing Home Signature

Title

Title

Date

Date



877.783.1493



11718 NICHOLAS, OMAHA, NE 68154



877.783.1626



ONESTAFF

m e d i c a l

RATE SHEET

River Bluff Nursing Home
4401 N. Main St.
Rockford, IL 61103

Effective Date: __/__/2018

Non RN Specialties	Bill Rate:
CNA - Certified Nursing Assistant	\$46.00
CMA - Certified Medical Assistant	\$48.00
LPN, LVN	\$58.00

RN Specialty I	
LTC, Rehab, Skilled Nursing, Home Health, Hospice	\$65.00

RN Specialty II	
MDS Coordinator, Case Manager	\$68.00

Rapid Response/Crisis Rate:	+\$25.00
Any position that is deemed & agreed upon by the facility & OneStaff Medical as an urgent hard to fill need.	

Management	Bill Rate:
Nurse Manager	\$68.00
Assistant Director of Nursing (ADON)	\$72.00
Director of Nursing (DON)	\$78.00
Nursing Home Administrator (ADMIN)	\$85.00

Respiratory Therapy	Bill Rate:
CRT – Certified Respiratory Therapist	\$60.00
RRT – Registered Respiratory Therapist	\$65.00



- **Guaranteed Hours:** All rates are all-inclusive for costs to the hospital and are based on a guaranteed 36 hour work week for 12 Hour shifts & 40 Hours per week for 8 or 10 Hour shifts.
- **Overtime/Holiday:** Overtime is charged at the base rate +\$10 for all hours worked over 40 in a workweek (Sunday-Saturday). It is also charged for holidays New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving, & Christmas.
- **Double Time:** Double Time is billable for all hours worked over 12 in a single shift. **(California only)**
- **On Call:** On Call billed at \$6 per hour.
- **Call Back:** (responding to a page) will be billed at the overtime rate and for a minimum of two (2) hours. This typically applies to OR RNs, OR Techs, ER RN & Allied Health Professionals, but will apply to any employee that is required to carry a pager or required to remain accessible for call back.
- **Charge:** All charge RN hours will be billed for an additional \$4 per hour.
- **Mileage:** All business miles driven while on the clock will be billed at the IRS standard rate of \$0.54/mile.
- **Floating:** Any hours candidates are asked to float to a different unit, will be billed at the original bill rate or at the higher acuity bill rate. Floating down to a lower unit will not change the bill rate.
- **Housing:** If Facility provides adequate furnished housing, standard bill rate will be reduced by \$6.00/hr.

River Bluff Nursing Home Signature

Name

Title

Onestaff Signature

Name

Title



877.783.1493



11718 NICHOLAS, OMAHA, NE 68154



877.783.1626



Invoice & Credit Data Information

Facility Name: _____ Address: _____

City: _____ State: _____ Zip Code: _____

Contract Effective Date: _____ Estimated Number of Travelers in Facility: _____

Billing Terms

Billing Contact: _____ Billing Contact Phone: _____

Billing Contact Email: _____

Invoices sent via: Email: ☐ Invoicing Email _____
or

Reverse Invoicing: ☐ Technology Platform Used _____

Payment Terms: Net 30: ☐ Net 45: ☐ Net 60: ☐ Other: ☐

If terms Net 60 or greater - approval of Onestaff Medical management required.

Method of Payment: Check: ☐ ACH: ☐

Internal Use Only

Expected Number of Travelers Placed Annually: _____ Bill Rate: _____ Annual Total: _____

Requested Credit Limit: _____ Approved Credit Limit: _____

Account Manager: _____ Signature: _____

Management Approval: _____ Date: _____