



# WINNEBAGO COUNTY

— ILLINOIS —

## 3<sup>RD</sup> REVISED AGENDA

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

Thursday, March 14, 2019  
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 Joe Hoffman
5. Awards, Proclamations, Presentations, Public Hearings, and Public Participation
  - A. Awards – None
  - 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](http://www.wincoil.us) or (815) 319-4225 for guidelines.*
7. Meeting Minutes ..... Clerk Lori Gummow
  - A. Approval of February 14, 2019 minutes
  - B. Layover of February 28, 2019 minutes
8. Announcements & Communications ..... Clerk Lori Gummow
  - A. Correspondence (see packet)
9. Board Member Correspondence ..... Board Members
10. Chairman's Report ..... Chairman Frank Haney
  - A. Chairman Related Referendum and Legislation
  - B. 2019 Projects Update

- 11. County Administrator’s Report.....Administrator Carla Paschal**
- A. Administrator Update
  - B. Five Shared Organizational Values for Winnebago County – Tiana McCall
  - C. Five Strategic Priority Areas for Winnebago County – Tiana McCall
- 12. Approval of Consent Agenda ..... Chairman Frank Haney**
- A. Raffle Report
- 13. Standing Committee Reports ..... Chairman Frank Haney**
- A. Finance Committee.....**Jaime Salgado, Committee Chairman**
    - 1. Committee Report
    - 2. Budget Amendment 2019-019 Starcom to be Laid Over
  - B. Zoning Committee ..... **Jim Webster, Committee Chairman**

Planning and/or Zoning Requests:

    - 1. SU-01-19 A special use permit for Outdoor Entertainment to allow outdoor musical and non-musical events in the AG, Agricultural Priority District for property located at 8877 State Line Road in Roscoe Township, District 4
    - 2. An Ordinance Amending the Unified Development Ordinance (UDO) to address Vacation Rentals (aka TA-01-19), Countywide
    - 3. Committee Report
  - C. Economic Development Committee.....**Fred Wescott, Committee Chairman**
    - 1. Committee Report
  - D. Operations & Administrative Committee ..... **Keith McDonald, Committee Chairman**
    - 1. Committee Report
    - 2. Resolution to Terminate Lease Agreement With the City of Rockford for the Public Safety Building
    - 3. Resolution Appointing Gary Anderson to the Board of Trustees of the Northern Illinois Land Bank Authority
  - E. Public Works Committee ..... **Dave Tassoni, Committee Chairman**
    - 1. Committee Report
  - F. Public Safety Committee..... **Aaron Booker, Committee Chairman**
    - 1. Committee Report
    - 2. Resolution Authorizing Execution of Intergovernmental Cooperation Agreement With the Forest Preserves of Winnebago County for Police Services
  - G. Personnel and Policies Committee.....**David Fiduccia, Committee Chairman**
    - 1. Committee Report
    - 2. An Ordinance Amending Sections of Chapter 2 of the County Code of Ordinances (Defining Chairman’s Duties) to be Laid Over

- 14. Unfinished Business ..... Chairman Frank Haney
- 15. New Business.....Chairman Frank Haney
- 16. Adjournment ..... Chairman Frank Haney

**Next Meeting: Thursday, March 28, 2019**

# **ANNOUNCEMENTS & COMMUNICATIONS**



# WINNEBAGO COUNTY

— ILLINOIS —

## Announcements & Communications

Date: March 14, 2019

Item: Correspondence to the Board

Prepared by: County Clerk Lori Gummow

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

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

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

1. County Clerk Gummow received from the United States Nuclear Regulatory Commission the following:
  - a. Byron Station, Unit No. 2, Relief from the Requirements of the ASME Code (EPID L-2018-LLR-0118)
  - b. Federal Register / Vol. 84, No. 38 / Tuesday, February 26, 2019 / Notices
  - c. Annual Assessment Letter for Byron Station, Units 1 and 2 (Report 05000454/2018006 and 05000455/2018006)
  - d. Federal Register / Vol. 84, No. 43 / Tuesday, March 5, 2019 / Notices
  - e. Byron Station, Units 1 and 2 – Notification of an NRC Triennial Heat Sink Performance Inspection and Request for Information; Inspection Report 05000454/2019003 and 05000455/2019003
  - f. A letter regarding Exelon Fleet – Alternative request to use updated BWRVIP guidelines (EPID-L-2019-LLR-0012)
2. County Clerk Gummow received from Illinois Environmental Protection Agency the Following:



# WINNEBAGO COUNTY

— ILLINOIS —

- a. Notice of Application for Permit to Manage Waste. Description of Project: Application providing an annual evaluation of groundwater quality in accordance with Condition VIII.24 of Permit Modification No. 22.
- b. A notification letter regarding William Charles Construction Co (Illinois EPA BOA ID# 201808ACS) Federally Enforceable State Operating Permit (15040050)
- c. A notification letter regarding Rock River Water Reclamation District (Illinois EPA BOA ID# 201030CAG) Construction Permit (19020021)
3. County Clerk Gummow received from Charter Communications letters regarding Spectrum Television Channel Line-up-Programming Service Addition for the Following:
  - a. Township of Harlem
  - b. Township of Rockton
  - c. Township of Roscoe
  - d. County of Winnebago
4. County Clerk Gummow received from Nancy McPherson, Winnebago Recorder the Monthly Report for February, 2019
5. County Clerk McCall received from Theresa Grennan, Chief Deputy Winnebago County Treasurer the Investment Report for February and March 2019.

**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  
13 different organizations for 14 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
30029	1	ANGELIC ORGANICS LEARNING CENTER	04/05/2019-04/05/2019	\$1,000.00
30030	1	BEAVER VALLEY GARAGE #179	03/16/2019-03/16/2019	\$300.00
30031	1	ROCKFORD FIREFIGHTERS LOCAL 413	03/15/2019-04/16/2019	\$ 2,500.00
30032	1	LAKE SUMMERSET ASSOCIATION, INC.	04/01/2019-05/20/2019	\$ 2,101.66
30033	1	NORTHWESTERN POLICE STAFF & COMMAND SCHOOL-CLASS 456	03/15/2019-06/10/2019	\$ 4,999.00
30034	1	ROCKFORD AREA MUSIC INDUSTRY	03/23/2019-03/23/2019	\$ 1,600.00
30035	1	ROCKFORD COSMOPOLITAN CLUB	03/15/2019-03/21/2019	\$ 10,600.00
30036	1	ROCKFORD ROUND TABLE-P.E.O.	04/06/2019-04/06/2019	\$ 300.00
30037	1	ST. STANISLAUS KOSTKA CHURCH	06/01/2019-08/18/2019	\$ 1,100.00
30038	1	ST. STANISLAUS KOSTKA CHURCH	08/18/2019-08/18/2019	\$ 150.00
30039	1	WINNEBAGO COUNTY CASA	03/15/2019-04/11/2019	\$ 4,998.00
30040	1	WINNEBAGO COUNTY MEDICAL SOCIETY ALLIANCE	04/10/2019-04/10/2019	\$ 2,800.00
30041	1	WOMANSPACE, INC.	03/15/2019-04/11/2019	\$ 4,925.00

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



# **FINANCE COMMITTEE**

**2019 Fiscal Year**

Sponsored by:

Jaime Salgado, Finance Committee Chairman

Finance:

March 7, 2019

Lay Over:

March 14, 2019

**Final Vote:****April 11, 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.

**2019-019 Starcom**

**Reason:** The Starcom21 lease payment was to be partially funded from the Sheriff's maintenance agreement funding on the previous system, phone savings and grants received by the Sheriff's department. The Sheriff's department has indicated there is no funds available from the maintenance agreement and grant dollars are not anticipated to be received.

**Alternative:** None

**Impact to fiscal year 2020 budget:** Similar future payments on the contract will be required.

**Revenue Source:** Public Safety Sales Tax Fund Balance

<u>Acct Description</u>	<u>Org</u>	<u>Obj</u>	<u>Pri</u>	
Capital Lease Payment	40100	45120		\$127,155
		<b><u>Total Adjustment:</u></b>		<b><u>\$127,155</u></b>

(AGREE)

\_\_\_\_\_  
JAIME SALGADO,  
FINANCE CHAIRMAN

\_\_\_\_\_  
DAVID FIDUCCIA

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

\_\_\_\_\_  
BURT GERL

\_\_\_\_\_  
DAVID BOOMER

\_\_\_\_\_  
STEVE SCHULTZ

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

Respectfully Submitted,  
**FINANCE COMMITTEE**  
(DISAGREE)

\_\_\_\_\_  
JAIME SALGADO,  
FINANCE CHAIRMAN

\_\_\_\_\_  
DAVID FIDUCCIA

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

\_\_\_\_\_  
BURT GERL

\_\_\_\_\_  
DAVID BOOMER

\_\_\_\_\_  
STEVE SCHULTZ

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

The above and foregoing Ordinance was adopted by the County Board of the County of Winnebago, Illinois this \_\_\_\_ day of \_\_\_\_\_ 2019.

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:		3/4/2019		AMENDMENT NO: 2019-019			
DEPARTMENT:		Administrative		SUBMITTED BY: Carla Paschal			
FUND#: 0001				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
<b>Expenditures</b>							
40100	45120	Capital Lease Payment	\$0	\$18,498	\$18,498	\$127,155	\$145,653
<b>Revenue</b>							
<b>TOTAL ADJUSTMENT:</b>						\$127,155	\$145,653

Reason budget amendment is required:

The Starcom21 lease payment was to be partially funded from the Sheriff's maintenance agreement funding on the previous system, phone savings and grants received by the Sheriff's department. The Sheriff's department has indicated there is no funds available from the maintenance agreement and grant dollars are not anticipated to be received.

Potential alternatives to budget amendment:

N/A

Impact to fiscal year 2020 budget:

Similar future payments on the contract will be required.

Revenue Source: \_\_\_\_\_

Public Safety Sales Tax Fund Balance

MOTOROLA SOLUTIONS CREDIT COMPANY LLC  
500 WEST MONROE ST. 44TH FLOOR  
CHICAGO, IL 60661



ATTN: ROMAN GRAY  
WINNEBAGO COUNTY  
404 ELM ST., RM. 202  
ROCKFORD, IL 61101

Contract #	: 678-0024048-000
Date Due	: 01/01/2019
Invoice Number	: 27441
Invoice Date	: 11/07/2018
Current Charges	: .00
Total Due	: 200,000.00

FOR QUESTIONS CONCERNING THIS INVOICE CONTACT: HANNAH CLIFF (847-260-7133)

THANK YOU FOR CHOOSING MOTOROLA CREDIT CORP FOR YOUR FINANCING NEEDS

Contract No. 678-0024048-000					
Date	Description	Base Payment	Sales/Use Tax	Late Charge	Contract Total
01/01/2019	ANNUAL PYMT - STARCOM21 SYSTEM Lease Payment Future Due	200,000.00			200,000.00
<i>Probation: \$12,068.30</i> <i>Animal Services \$4,681.31</i> <i>911 \$56,096.38 ETSB</i>					
678-0024048-000 Total					200,000.00

To ensure proper credit, please include this portion with your payment

ATTN: ROMAN GRAY  
WINNEBAGO COUNTY  
404 ELM ST., RM. 202  
ROCKFORD, IL 61101

Contract #	: 678-0024048-000
Date Due	: 01/01/2019
Invoice Number	: 27441
Invoice Date	: 11/07/2018
Current Charges	: .00
Total Due	: 200,000.00

Remit To:

MOTOROLA SOLUTIONS CREDIT  
COMPANY LLC  
P.O. BOX 71132  
CHICAGO, IL 60694-1132



**StarCom21 Project Overview - Projected 10 yr Funding Sources - Winnebago County**

**10 year Costs**

**10 year Funding Sources**

	TOTAL COSTS	Weather Sirens Bonds	Tower Cost Annual	Lease Annual Average	Phone Circuits (Towers)	Phone Circuits (Towers)	Kwikall (1754)		WCSO Annual Grants	Probation (Non General Fund) (Juv Det)	Animal Services		Forest Preserve (Non General Fund)	911 TOTAL FUNDING	FUNDING MINUS AT RISK
					AT&T Annual Average	Frontier Annual Average	Maint Average	Annual			(Non General Fund) AT RISK	(Non General Fund) AT RISK			
Winnebago County															
FY2017	\$ 82,646.61							\$ 64,266.00						\$ 64,266.00	\$ -
FY2018	\$ -		\$ 3,819.24				\$ 24,250.00	\$ 64,266.00						\$ 92,335.24	\$ 3,819.24
FY2019	\$ 315,415.77		\$ 3,819.24	\$ 10,200.00	\$ 768.00	\$ 24,250.00	\$ 64,266.00	\$ 12,068.30	\$ 4,681.31				\$ 56,096.38	\$ 176,149.23	\$ 82,951.92
FY2020	\$ 590,625.15	\$ 450,000.00	\$ 3,819.24	\$ 10,200.00	\$ 768.00	\$ 24,250.00	\$ 64,266.00	\$ 28,489.65	\$ 18,343.65				\$ 56,096.38	\$ 656,232.92	\$ 549,373.27
FY2021	\$ 642,105.69	\$ 450,000.00	\$ 3,819.24	\$ 10,200.00	\$ 768.00	\$ 24,250.00	\$ 64,266.00	\$ 28,551.26	\$ 18,343.65				\$ 56,096.38	\$ 656,294.53	\$ 549,434.88
FY2022	\$ 644,526.75	\$ 450,000.00	\$ 3,819.24	\$ 10,200.00	\$ 768.00	\$ 24,250.00	\$ 64,266.00	\$ 28,614.70	\$ 18,343.65				\$ 56,096.38	\$ 656,357.97	\$ 549,498.32
FY2023	\$ 647,023.67	\$ 450,000.00	\$ 3,819.24	\$ 10,200.00	\$ 768.00	\$ 24,250.00	\$ 64,266.00	\$ 28,680.06	\$ 18,343.65				\$ 56,096.38	\$ 656,423.33	\$ 549,563.68
FY2024	\$ 649,594.92	\$ 450,000.00	\$ 3,819.24	\$ 10,200.00	\$ 768.00	\$ 24,250.00	\$ 64,266.00	\$ 28,747.37	\$ 18,343.65				\$ 56,096.38	\$ 656,490.64	\$ 549,630.99
FY2025	\$ 652,239.79	\$ 450,000.00	\$ 3,819.24	\$ 10,200.00	\$ 768.00	\$ 24,250.00	\$ 64,266.00	\$ 28,816.70	\$ 18,343.65				\$ 56,096.38	\$ 656,559.97	\$ 549,700.32
FY2026	\$ 654,966.75	\$ 450,000.00	\$ 3,819.24	\$ 10,200.00	\$ 768.00	\$ 24,250.00	\$ 64,266.00	\$ 28,888.11	\$ 18,343.65				\$ 56,096.38	\$ 656,631.38	\$ 549,771.73
FY2027	\$ 657,782.43	\$ 450,000.00	\$ 3,819.24	\$ 10,200.00	\$ 768.00	\$ 24,250.00	\$ 64,266.00	\$ 28,961.67	\$ 18,343.65				\$ 56,096.38	\$ 656,704.94	\$ 549,845.29
	\$ 5,536,927.53													\$ 5,584,446.19	\$ 4,483,589.64
FP Removed	\$ (84,000.00)														
	\$ 5,452,927.53														
													Plus Contingency	\$ 82,646.61	\$ 82,646.61
														\$ 5,667,092.79	\$ 4,566,236.25

# **ZONING COMMITTEE**

**Attachment**  
**ZONING COMMITTEE**  
**OF THE COUNTY BOARD AGENDA**  
March 14, 2019

**Zoning Committee.....Jim Webster, Committee Chairman**

**PLANNING AND/OR ZONING REQUESTS:**

**TO BE VOTED ON:**

1. SU-01-19 A special use permit for Outdoor Entertainment to allow outdoor musical and non-musical events in the AG, Agricultural Priority District, requested by Edison and Heidi Wirth, on behalf of Wirth Group, LLC, property owner, represented by Ian Linnabary, attorney, for property located at 8877 State Line Road in Roscoe Township.  
PIN: 04-01-200-005 C.B. District: 4  
Lesa Rating: N/A Consistent W/2030 LRMP – Future Map: N/A  
**ZBA Recommends: *Motion to Approve with ZBA conditions FAILED (3-1)***  
**ZC Recommends: *APPROVAL with ZC conditions (5-1)***
  
2. An Ordinance Amending the Unified Development Ordinance (UDO) to address Vacation Rentals\_(aka TA-01-19) requested by Prosser Management, LLC, represented by Ian Linnabary, attorney. C.B. District: Countywide  
**ZBA Recommends: *APPROVAL as presented (4-0)***  
**ZC Recommends: *APPROVAL as presented (6-0)***

**TO BE LAID OVER: NONE**

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3. **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, **April 10, 2019**, 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, **March 27, 2019**, at 5:00 p.m. in Room 303 of the County Administration Building.

~ SU-01-19 ~

**ZC RECOMMENDATIONS (CONDITIONS)**

1. This Special Use for outdoor entertainment is limited to outdoor “musical events” and outdoor “winery related events (non-musical events)” for which the winery related events may include a grape spitting contest, grape stomping, cigar-wine-tapas pairing, as well as other -winery- themed/related activities. Outdoor entertainment may include an outdoor accessory snack bar and/or refreshment stand. An admission charge (tickets) may also be assessed (sold) for the “winery related events (non-musical events)” -which are restricted to two (2) events in condition no. 2 below-, but is (are) NOT allowed for the “musical events”. For clarification purposes, a flea/swap market, art/craft show, taste of food festival, musical festival, carnival, fair or the like is/are not being approved via of this permit. The approval of the above noted Special Use is not meant to restrict the use of the site as permitted by the current AG District zoning of site.
2. Outdoor musical events are limited to the 1st and 3rd weekends of the month, except as noted hereafter in this condition, to the areas labeled as “SUP patio” on the site plan by Staff, dated 02/06/2019. If a 5<sup>th</sup> weekend occurs within a month, said weekend may be used for an outdoor musical event in the event a previously scheduled outdoor musical event was cancelled on the 1<sup>st</sup> and or 3<sup>rd</sup> weekend of the month because of weather related reasons. In any event, there shall not be more than two (2) outdoor musical events per month. Winery related events (non-musical events), however, are further limited to only two (2) one day events per calendar year, which are not limited to the bounds of the “SUP patio”, but shall be positioned in a way onsite that does not interfere with / provides for adequate parking onsite.
3. ~~More specifically, Outdoor musical events on the subject patios shall be non-amplified acoustical only.~~ **limited to only three (3) musicians per routine / performance, and said musicians are further limited to only one (1) means of amplification (only one (1) amplifier total is allowed for (to be shared amongst) all musicians).** ~~Amplified music, vocals and/or Public address systems are prohibited.~~ For all outdoor entertainment gatherings and/or performances, **public address systems are prohibited.**
4. All activities associated with this Special Use shall be limited to the hours of 10:00 a.m. to ~~5:00~~ **7:00** p.m.
5. Carry-on alcohol is prohibited with regard to the Special Use, however, wine provided by the winery onsite is allowed to be served for/consumed during the events addressed via this Special Use Permit. If wine is consumed outdoors, it shall be limited to the “SUP patios” identified on the site plan by Staff, dated 02/06/2019 and said areas must comply with the requirements set forth in the County’s Alcoholic Beverages Code, Chapter 6, Article I, which includes but is not limited to Section 6.6 which addresses fencing requirements for outdoor consumption areas. Moreover, if permanent type fencing is desired, a zoning permit must be obtained prior to the erection of the fencing.
6. Outdoor storage is prohibited on-site.
7. Vehicle stacking shall be provided for on-site, off the adjacent right-of-way. Patron parking on the public roads is prohibited.
8. The existing woodland screening shown on the site plan by Staff, dated 02/16/2019, within the subject property bounds shall be maintained (not removed).
9. Appropriate number of trash receptacles shall be provided during the events, and within twenty four (24) hours of any event, the property shall be surveyed for the purpose of retrieving and disposing of all litter found on-site.
10. Temporary tent(s) is(are) permissible on-site with regard to this Special Use, and all of the appropriate permits shall be obtained prior to tent setup. Tents must be removed within two (2) days of the end of the event for which it was erected for. Every tent shall comply with the bulk requirements applicable to accessory structures / buildings. Additionally, the size and location of tents may be restricted where it is determined that it creates parking and/or access problems on the site. Tents may be required to be reviewed by the Fire Department and Building Department.

11. All unused byproduct liquids and/or materials affiliated with the Special Use shall be disposed of in the appropriate manner, in accordance with law.
12. The events enabled via this permit shall be operated in conjunction with the winery onsite.
13. Temporary signs (i.e. banners and trailer/portable signs) with regard to this Special Use are permitted in accordance with the provisions of Sections 22.8.3 and 22.9.2 of the UDO. A trailer/portable sign is required to obtain a sign permit prior to install.
14. All caterers/ vendors for snack bar and/or refreshment stand shall comply with health codes and regulations as well as be approved / permitted by the Health Department.
15. The Special Use shall not be commenced until all of the appropriate permits (i.e. access permit, building permit(s), zoning clearance/permit(s), health permit(s), etc.) have been obtained and relevant inspections completed. This includes permits for the wall sign installed on the existing storage building as well as the patio installed on the east side of same building.
16. Winnebago County Zoning Office Staff shall be allowed to visit and inspect the property for compliance with regard to this Special Use Permit.
17. The Special Use shall be in compliance with all applicable Federal, State and local (i.e. alcoholic beverages code, sign regulations, off-street parking regulations, access regulations and health, building, and zoning codes, etc.) statutes, ordinances, codes, rules and regulations, unless a variation is granted by the appropriate governing body allowing otherwise.
18. The Special Use Permit (hereto Ordinance) shall be recorded in the County Recorder's Office and proof of such recording shall be provided to Planning and Zoning Staff.
19. The Special Use Permit shall expire ~~40~~ 3 years from the date of issuance or at the time of the winery's permanent closure (business dissolution), whichever comes first.

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Standard Text = Proposed text (conditions) initially by Staff.

**Bold/Strike Thru Text** = Amendments per the recommendation of ZBA.

*Italic Strike Thru/ Italic/ **Bold Strike Thru Text*** = Amendments per the recommendation of ZC.

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

SUBMITTED BY: ZONING COMMITTEE

2019CO

AN ORDINANCE AMENDING THE UNIFIED DEVELOPMENT ORDINANCE (UDO)  
TO ADDRESS VACATION RENTALS

WHEREAS, Chapter 90 of the Winnebago County Code is known as the Unified Development Ordinance (UDO) of Winnebago County which regulates the use of buildings and land; and

WHEREAS, amendments may be made to Chapter 90 of the Winnebago County Code; and

WHEREAS, the Winnebago County Zoning Board of Appeals (ZBA) held a public hearing regarding the proposed amendment(s) after notice in the newspaper, as directed by the County Board and pursuant to State Law; and

WHEREAS, the Winnebago County Zoning Board of Appeals recommends that the proposed amendment(s) be approved; and

WHEREAS, the County Board of Winnebago County has reviewed and considered the testimony presented at the public hearing held by the ZBA and the ZBA's and Zoning Committee's recommendation, and hereby finds that the public health, safety and welfare of the citizens of Winnebago County will be better served by adopting the following amendment(s) with regard to Vacation Rentals to the Unified Development Ordinance of Winnebago County; and

NOW, THEREFORE, BE IT ORDAINED that Chapter 90 (known as the Unified Development Ordinance), Sec. 7.6.1 Use Table, Table 7.1: Agricultural and Open Space Districts Permitted and Special Uses, Residential Category, of the Winnebago County Code of Winnebago County, IL be amended to include the use Vacation Rentals (in alphabetical order) as follows:

TABLE 7.1: AGRICULTURAL AND OPEN SPACE DISTRICTS PERMITTED AND SPECIAL USES					
USE	AG	A-1	A-2	OS	USE STANDARD
<b>RESIDENTIAL</b>					
Vacation Rentals	S	S	S		

AND Chapter 90 (known as the Unified Development Ordinance), Sec. 8.8.1 Use Table, Table 8.1: Residential Districts Permitted and Special Uses, Commercial Category, of the Winnebago County Code of Winnebago County, IL be amended to include the use Vacation Rentals (in alphabetical order) as follows:

TABLE 8.1: RESIDENTIAL DISTRICT PERMITTED AND SPECIAL USES							
	R-A	R-1	R-2	R-3	R-4	R-MH	USE STANDARDS
<b>COMMERCIAL</b>							
Vacation Rentals	S*						*Not available in sub-district R-R

AND Chapter 90 (known as the Unified Development Ordinance), Sec. 24.4 Generic Use Definitions of the Winnebago County Code of Winnebago County, IL be amended to include Vacation Rentals (in alphabetical order) as follows:

**Vacation Rentals.** The renting out of a furnished existing initially permitted home (single-family dwelling), furnished existing initially permitted apartment dwelling unit (a dwelling unit within a multi-family dwelling, four, three or two family dwelling) or a furnished existing initially permitted condominium dwelling unit on a temporary basis (*i.e.* typically on a weekly or daily basis) to tourists as an alternative to a hotel/motel. This use is also known as short-term, whole-house rentals. "Vacation Rentals" shall not include "Bed and Breakfast" nor shall it include "Hotel/Motel".

NOW, THEREFORE, BE IT FURTHER ORDAINED, that this ordinance shall be effective upon its adoption.

NOW, THEREFORE, BE IT FURTHER ORDAINED, that the Winnebago County Clerk shall provide certified copies of this ordinance amendment upon the adoption to the Winnebago County Planning and Zoning Officer.

Respectfully submitted,  
ZONING COMMITTEE

  
Chairman Jim Webster

  
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\_\_\_\_\_

  
\_\_\_\_\_

TO APPROVE

(6)

TO NOT APPROVE

(0)

The above and foregoing Ordinance was adopted by the County Board of the County of Winnebago, Illinois, on the \_\_\_\_\_ day of \_\_\_\_\_, 2019.

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

ATTEST:

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



# **OPERATIONS & ADMINISTRATIVE COMMITTEE**



# WINNEBAGO COUNTY

— ILLINOIS —

March 15, 2019

Thomas McNamara, Mayor  
City of Rockford  
425 E. State Street  
Rockford Illinois 61104

Dear Mayor McNamara,

Pursuant to Section 5.G. of the Intergovernmental Cooperation Agreement related to the Public Safety Building between the County of Winnebago and the City of Rockford, the County of Winnebago is exercising its right to terminate this agreement as of March 15, 2020.

Sincerely,

Keith McDonald,  
Chairman, Operations & Administrative Committee  
Winnebago County Board

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

Submitted by: Operations & Administration Committee

2019 CR

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**RESOLUTION TO TERMINATE LEASE AGREEMENT WITH THE  
CITY OF ROCKFORD FOR THE PUBLIC SAFETY BUILDING**

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**WHEREAS**, Section 5.G. of the Intergovernmental Agreement with the City of Rockford related to the Public Safety Building, the Intergovernmental Agreement requires that the Lessor terminate the Lease by providing a one-year written notice of intent to terminate the Lease of the Public Safety Building; and

**WHEREAS**, the Winnebago County Board wishes to terminate the Lease with the City of Rockford of the Public Safety Building; and

**WHEREAS**, the Winnebago County Board wishes to provide a one-year written notice of the intent to terminate the Lease with the City of Rockford in a form similar to that attached hereto as Exhibit A; and

**NOW, THEREFORE, BE IT RESOLVED**, by the County Board of the County of Winnebago, Illinois, provide the City of Rockford a one-year written notice of the intent to terminate the Lease of the Public Safety Building by letter to the mayor of the City of Rockford.

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

Respectfully Submitted,  
**OPERATIONS & ADMINISTRATION  
COMMITTEE**

**AGREE**

**DISAGREE**

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KEITH MCDONALD, CHAIRMAN

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KEITH MCDONALD, CHAIRMAN

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JEAN CROSBY

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JEAN CROSBY

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JOHN BUTITTA

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JOHN BUTITTA

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JOE HOFFMAN

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JOE HOFFMAN

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DOROTHY REDD

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DOROTHY REDD

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JAIME SALGADO

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JAIME SALGADO

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PAUL ARENA

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PAUL ARENA

The above and foregoing Resolution was adopted by the County Board of the  
County of Winnebago, Illinois this \_\_\_\_ day of \_\_\_\_\_, 2019.

ATTESTED BY:

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

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

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

Submitted by: Operations & Administration Committee

2019 CR

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**RESOLUTION APPOINTING GARY ANDERSON TO THE BOARD  
OF TRUSTEES OF THE NORTHERN ILLINOIS LAND BANK  
AUTHORITY**

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**WHEREAS**, Section 5.01 of the Intergovernmental Agreement, the Northern Illinois Land Bank Authority requires that members of the Board of Trustees of the Land Bank be appointed by resolution of their respective governing bodies; and

**WHEREAS**, the Winnebago County Board approved the Intergovernmental Agreement becoming a member of the Board of Trustees of the Land Bank Authority; and

**WHEREAS**, the Winnebago County Board Chairman wishes to appoint Gary Anderson as the Winnebago County representative to the Board of Trustees of the Northern Illinois Land Bank Authority; and

**NOW, THEREFORE, BE IT RESOLVED**, by the County Board of the County of Winnebago, Illinois, that Gary Anderson shall be the Winnebago County representative to the Board of Trustees of the Northern Illinois Land Bank Authority

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

Respectfully Submitted,  
**OPERATIONS & ADMINISTRATION  
COMMITTEE**

**AGREE**

**DISAGREE**

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KEITH MCDONALD, CHAIRMAN

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KEITH MCDONALD, CHAIRMAN

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JEAN CROSBY

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JEAN CROSBY

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JOHN BUTITTA

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JOHN BUTITTA

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JOE HOFFMAN

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JOE HOFFMAN

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DOROTHY REDD

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DOROTHY REDD

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JAIME SALGADO

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JAIME SALGADO

---

PAUL ARENA

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PAUL ARENA

The above and foregoing Resolution was adopted by the County Board of the  
County of Winnebago, Illinois this \_\_\_\_ day of \_\_\_\_\_, 2019.

ATTESTED BY:

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

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

# Gary Anderson, AIA, NCARB Principal Architect

Gary has over 45 years of experience in renovation, restoration, construction, and development. As the firm founder and leader, Gary helps clients visualize and articulate the vision for their project or development. As Project Architect, Gary performs site observations and coordination. He is actively involved in all phases of a project depending on client needs and project scale.

Gary has earned the Gold Medal Award, the highest honor given by AIA Illinois in recognition of outstanding lifetime service by an AIA member.

## Areas of Focus

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Design	Neighborhood Redevelopment
Historic Preservation and Restoration	National Register Nominations
Building Space Conversion	Historic Tax Credit Applications
Mixed-Use Development	Community Activist and Advocate
Master Planning	

## Selected Experience

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### Historic Renovation/Adaptive Reuse

Oregon Public Library • Oregon, IL  
Rockford Trust Building • Rockford, IL  
Garrison School Lofts • Rockford, IL  
Old McHenry County Courthouse • Woodstock, IL  
Rockford Bank and Trust Co. • Rockford, IL  
Tinker Swiss Cottage Museum and Barn • Rockford, IL  
Burpee Museum of Natural History • Rockford, IL

### New Construction

Rockford Public Library • Rockford, IL  
Wahl Clipper World Headquarters • Sterling, IL  
Nicholas Conservatory and Gardens • Rockford, IL  
Edwards Apple Orchard • Poplar Grove, IL

### Master Planning/Feasibility Studies

Fordam Forward/Purpose Built Communities Planning • Rockford, IL  
Keith Creek Greenway Planning and Community Outreach • Rockford, IL  
Midway Village and Museum Center • Rockford, IL  
Old McHenry County Courthouse, Master Planning • Woodstock, IL  
Capital Improvement Planning for Rockford Park District Museum Facilities



## Education

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University of Illinois, Champaign-Urbana  
Bachelor of Architecture, 1971

## Licensing

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Illinois, 1979 • #001-009471  
Indiana, 2009 • #AR10800105  
Wisconsin, 1977 • #4414  
Colorado, 2005 • #400532  
Professional Design Firm • #184-000221  
NCARB Exam, 1990

## Affiliations and Organizations

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Landmarks Illinois, Board Vice Chairman  
River District Association, Past President  
Burpee Natural History Museum, Past Board Member  
Erlander Museum, Past President  
Haight Village Restoration Society, Past President  
Goodwill Industries of Northern Illinois, Past Board Chairman  
Salem Lutheran Church Council President  
AIA Northern Illinois Chapter, Past President  
Mid Town Lutheran Parish, Past President

## **Current Community Wide Activities**

### **Transform Rockford**

Planning spoke team member that emphasized the regional needs of good planning and policy decision making.

### **Great Neighborhoods /Transform Rockford**

Developed the leadership team of Great Neighborhoods that aligns with the goals of 6 spokes of Transform Rockford. Our mission is to improve all our neighborhoods in the region through grass roots engagement, advocacies, marketing, branding and self-improvement. We have met with 16 neighborhoods to date to map their assets.

### **Fordam Forward**

A nonprofit that has teamed with the ORCHID Neighborhood and RPS 205 to revitalize an historic inner-city neighborhood using the Purpose Built Community model to address and improve the key foundational elements that effect a neighborhood's viability; education, housing, wellness, and infrastructure.

### **Keith Creek Pathway**

Developing a vision and action plan with Zion Development and VISTA to redevelop 4.5 miles of Keith Creek to mitigate flooding, develop a sustainable greenway, connecting Rockford's neighborhood's and neighborhood parks. Planning involves the partnership of a multitude of governmental jurisdictions, environmental groups, Neighborhood organizations and concerned and engaged citizens.

### **Friends of Ziock**

A preservation advocacy group of citizens that seeks to preserve our architectural icons that can be reinvented to be productive contributors to economic development for future generations.

### **Winnebago County Health Department**

Quality Improvement program.

Advisory panel participant to improve interpretations and consistency on the delivery of inspections and plan reviews for the County's food service establishments.

For the past 8 years I have been involved with evaluating the economic impact that the Great Recession of 2008 had on our local EAV. That oversight and analysis provided an understanding of how the foreclosure crises impacted our communities and the acceleration of blight and further deterioration of our tax base. That analysis involved many participants and evaluated best practices of other like communities. My interest is in recapturing the lost value our community has suffered through these past 10 years.

The Land Bank is only one tool to help in taking unwanted, unproductive real estate and giving it a purpose to be valued again by its neighbors. It doesn't pretend to have all the answers, but it can provide hope and a positive force in changing a system that is not addressing an overwhelming community need.



I possess the skills, knowledge and understanding of real estate development and community values through my extensive participation with community organizations and the involvement of our own architectural firm that has been involved in our community's revitalization efforts. Because of my decades of experience in working throughout Winnebago County, I can effectively represent the interests of the entire county as a representative on the Land Bank Board. I would be honored to do so. Thank you for the opportunity to be of service.

**From:** Paul Logli [<mailto:paul@unitedwayrrv.org>]

**Sent:** Sunday, March 3, 2019 10:18 AM

**To:** Frank Haney <[Frank@wincoil.us](mailto:Frank@wincoil.us)>

**Subject:** Land Bank Appointment

Mr. Chairman,

Just a brief note to indicate my very strong personal support for the appointment of Gary Anderson to the Land Bank Board. I have known Gary for many years. He is the architect of record for the Rockford Public Library. He is also heavily involved in the proposed Purpose Built Community development (Fordam Forward) in the area just south of downtown on both sides of the Rock River. I serve as President of both the Library Board of Trustees, and the Fordam Forward Board and have seen his excellent work on behalf of both organizations. He is also supportive of the neighborhood work of both United Way of Rock River Valley and Transform Rockford.

In all his work, he is fiercely committed to the redevelopment of Rockford especially at the neighborhood level. He is independent yet very attuned to the best interests of our community and all our residents and has a deep understanding and appreciation of the role of the Land Bank in support of healthy community development and the elimination of blighted properties. I strongly support his appointment to the Land Bank Board position.

Sincerely,  
Paul

Paul A. Logli  
President and CEO  
United Way of Rock River Valley  
612 North Main Street, Suite 300  
Rockford, Illinois 61103

815-968-5400  
815-986-4815 dir  
815-968-5878 fax  
[paul@unitedwayrrv.org](mailto:paul@unitedwayrrv.org)  
[www.unitedwayrrv.org](http://www.unitedwayrrv.org)

# **PUBLIC SAFETY COMMITTEE**

**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

2019 CR

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**RESOLUTION AUTHORIZING EXECUTION OF  
INTERGOVERNMENTAL COOPERATION AGREEMENT  
WITH THE FOREST PRESERVES OF WINNEBAGO  
COUNTY FOR POLICE SERVICES**

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**WHEREAS**, the Forest Preserves of Winnebago County wishes to contract with the County of Winnebago to provide, through the office of the Winnebago County Sheriff, police services for forest preserves throughout the County; and

**WHEREAS**, the County, the Sheriff and the Forest Preserves have negotiated an agreement containing the terms for providing such police services, copy of the agreement is substantially the same as that attached as Exhibit A to this Resolution.

**NOW, THEREFORE, BE IT RESOLVED**, that the Chairman of the County Board of the County of Winnebago is authorized and directed to execute an intergovernmental agreement with the Forest Preserves of Winnebago County, which is substantially similar to the attached Exhibit A.

**BE IT FURTHER RESOLVED**, that this Resolution shall be in full force and effect immediately upon its adoption by both the County of Winnebago and the Forest Preserves of Winnebago County and its signing by the Sheriff of Winnebago County.

**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 Executive Director of the Forest Preserves of Winnebago County and to the Sheriff of Winnebago County.

Respectfully submitted,  
**Public Safety Committee**

**AGREE**

**DISAGREE**

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AARON BOOKER, CHAIRMAN

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AARON BOOKER, CHAIRMAN

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PAUL ARENA

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PAUL ARENA

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JOHN BUTITTA

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JOHN BUTITTA

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DAN FELLARS

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DAN FELLARS

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ANGIE GORAL

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ANGIE GORAL

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DOROTHY REDD

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DOROTHY REDD

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FRED WESCOTT

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FRED WESCOTT

The above and foregoing Resolution was adopted by the County Board of the  
County of Winnebago, Illinois, on the \_\_\_\_\_ day of \_\_\_\_\_, 2019.

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

ATTEST:

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

## **INTERGOVERNMENTAL COOPERATION AGREEMENT FOR POLICE SERVICES**

This Intergovernmental Cooperation Agreement (Agreement) entered into by and among the Forest Preserves of Winnebago County (Forest Preserves), the County of Winnebago (County), the Winnebago County Sheriff (Sheriff) for the purchase and provision of law enforcement services to the Forest Preserves.

The parties hereby agree as follows:

### **Section I. AUTHORITY**

This Agreement is authorized pursuant to the Illinois Intergovernmental Cooperation Act 5 ILCS 220/5, the Downstate Forest Preserve Districts Act, 70 ILCS 805/8a, and Article VII, Sec. 10 of the Constitution of the State of Illinois (1970).

### **Section II. TERM**

- A. This Agreement shall commence on October 1, 2018 and terminate automatically on September 30, 2020, unless it is renewed in writing by the parties on or before the termination date of September 30, 2020.
- B. This Agreement may be terminated, by the parties upon written 30-day notice executed by any one of the parties.

### **Section III. STAFFING BY SHERIFF'S DEPUTIES**

- A. The Sheriff, pursuant to this Agreement, shall assign the following fully equipped personnel to provide law enforcement services:

<u>QUANTITY</u>	<u>SENIORITY LEVEL</u>	<u>PERIOD OF SERVICE</u>	<u>FUNCTIONS ASSIGNED</u>
1	Senior Deputy 1	Full Year	See Addendum 1
1	Level D Deputy	Full Year	See Addendum 1

- B. Deputies assigned to work for the Forest Preserves shall report to and work under the direct supervision of a Deputy Chief designated by the Sheriff and shall perform the patrol duties as defined in Addendum 1.

C. The Sheriff shall assign deputies under this Agreement who meet or exceed the minimum seniority standards.

D. The Sheriff reserves the right to use deputies assigned to the Forest Preserves for calls outside the preserves when needed.

#### **Section IV. COORDINATION**

The Deputy Chief assigned by the Sheriff shall serve as liaison to the Forest Preserves Police Program. The liaison shall be available to the Forest Preserves representatives to assist in the implementation of this Agreement.

#### **Section V. EQUIPMENT**

##### **A. VEHICLES**

1. The Forest Preserves shall lease to the Sheriff, for \$1.00 per year as described in Addendum 3, a minimum of 3 vehicles fully equipped as required by the Sheriff for law enforcement use by assigned Sheriff's deputies.
2. The Forest Preserves shall provide repairs, maintenance, and fuel for all leased vehicles and equipment under this Agreement. Any additional repairs and maintenance provided by the Sheriff shall be paid by the Forest Preserves monthly upon presentation of an invoice.
3. All vehicles and equipment shall be marked by the Forest Preserves as "Sheriff's Forest Preserve Patrol" and bear the insignia of the Sheriff. These vehicles shall be used exclusively by Sheriff's deputies in performance of the patrol duties on behalf of the Forest Preserves except when needed by the Sheriff to respond to calls outside the Forest Preserves as provided in Section III (C), above. Upon the request of the Executive Director of the Forest Preserves, the Sheriff may supply an unmarked Sheriff's vehicle for use by Sheriff's deputies in patrolling the Forest Preserves.

##### **B. COMMUNICATION**

1. The Forest Preserves is authorized to equip and utilize all law enforcement and related emergency frequencies commonly monitored by Sheriff's squad radios.
2. Sheriff's Communication Center shall monitor and dispatch Forest Preserves units to all Forest Preserves related calls, and if not available, will dispatch the area Sheriff's deputy.

#### C. UNIFORMS

1. Designated Sheriff's deputies shall be fully equipped by the Sheriff and shall wear the authorized uniform of the Sheriff's Department. Additional or alternative clothing for special assignments shall be approved by the Deputy Chief serving as liaison to the Forest Preserves and the Executive Director.
2. The Forest Preserves may provide additional approved clothing for such duties as investigating game code violations or performing snowmobile patrols once such alternative clothing specifications are approved by the Deputy Chief serving as liaison to the Forest Preserves.

#### D. MISCELLANEOUS

The Forest Preserves shall provide additional tools and safety equipment required for patrol vehicles. (See Addendum 2).

### Section VI. REIMBURSEMENT PROCEDURES

- A. The Forest Preserves shall compensate the County for police services as follows:
  1. The Forest Preserves agrees to reimburse the Sheriff for the actual personnel costs (salary and fringe benefits) for the deputies providing police service to the Forest Preserves under this Agreement. The County shall remain the sole and exclusive employer of the deputies and any other personnel assigned to perform any duties under this Agreement, and shall be responsible for securing Worker's Compensation coverage for all such employees, the expense of which shall be passed on for payment by the Forest Preserves. Under no circumstances shall any of the deputies or



other employees assigned by the Sheriff to perform tasks and duties under this Agreement be considered employees of the Forest Preserves.

1 - 12 month Senior Deputy working 2,190 hours (charged at a rate equal to 9 months) \$108,777.75.

1-12-month Level D Deputy working 2190 hours (charged at a rate equal to 9 months) \$92,299.97.

**ESTIMATED TOTAL                      \$201,075.72**

The estimated total reflects actual personnel costs, excluding the costs of replacing deputies while at basic training school, or while on vacation, sick time, training days, or other authorized absences. There shall be an additional cost for the replacement of any deputy who is assigned to the Forest Preserves patrol who is absent for any reason stated above; provided, however, such replacement shall not be made unless the additional cost is first approved by the Forest Preserves.

A. Payments shall be made monthly based on a flat rate equal to one month (i.e. 1/12<sup>th</sup>) of the estimated annual amount. (\$16, 756.31 per month)

B. The County agrees to protect, indemnify, save, defend, and hold harmless the Forest Preserves, its officers, officials, volunteers, employees, and agents from and against any and all liabilities, claims, damages, and causes of action arising solely and directly out of any act or omission by the Sheriff or his deputies in their performance under this Agreement.

B. This Agreement shall automatically be modified to accurately reflect any increases or decreases as adjustments to salaries and fringe benefits of officers, conforming to any changes in the Fraternal Order of Police Lodge #50 contract between the officers and Winnebago County retroactive to the time the changes are made. The Sheriff shall notify the Forest Preserves of any change of compensation in writing at the time those changes are made.

## **Section VII. MISCELLANEOUS**

A. The Sheriff, by and through his deputies, shall investigate all criminal offenses or ordinance violations perpetrated on Forest Preserves properties or against Forest Preserves' personnel or property. All investigative reports pertaining

to such incidents shall be provided to the Executive Director with the exception of confidential information pertaining to juveniles.

- B. Upon occurrences of major theft (over \$2,000) damage to Forest Preserves buildings, or cases involving personal injury in or on Forest Preserves' property, the Sheriff shall notify the Executive Director or his designee promptly.
- C. The Sheriff agrees to supply the Executive Director a copy of any reports or incidents involving the Forest Preserves and other pertinent reports within the Sheriff's legal authority when other Sheriff's personnel respond to calls on Forest Preserves lands.
- D. The Forest Preserves will retain all fines for violations of the Forest Preserves ordinances except those portions which are directed to another entity under state law.
- E. The Forest Preserves will cooperate in providing space for a substation to the Sheriff at a designated location within the Forest Preserves, and the Sheriff shall be solely responsible for insuring those items located at the substation which are not the property of the Forest Preserves.
- F. The County agrees to keep in force during the term of the Agreement, Sheriff's obligations under the terms of this Agreement and Worker's Compensation and related insurance coverage at amounts required by statute. The County's failure to maintain the above insurance shall constitute default, and the Forest Preserves may cancel this Agreement.
- G. The County agrees to keep in force during the term of the Agreement, to the satisfaction of the Forest Preserves, automobile liability insurance covering bodily injury and property damage or self-insurance reserves that are sufficient to fulfill all of the County's and/or Sheriff's obligations under the terms of this Agreement and Worker's Compensation and related insurance coverage at amounts required by statute. The County's failure to provide documentation listed above shall constitute default, and the Forest Preserves may cancel this Agreement.

H. Notwithstanding anything herein to the contrary, the Sheriff shall retain control over all matters in the performance of the police protection and law enforcement services provided herein, including, but not limited to, the personnel assigned, the methods of rendering such services, the level of standards of performance, the training, equipment, and discipline of any personnel, and the general control of all assigned personnel, equipment, communication facilities, and all supplies relevant herein. At no time shall any officer, official, or employee of the Forest Preserve undertake to direct any of the assigned personnel as to the performance of police protection and law enforcement services.

Notwithstanding the foregoing, the Forest Preserves shall have the right to request additional services, such as traffic control, special events, and incident investigation. Any request for additional services may require an additional fee as negotiated at the time of the request. The Forest Preserves shall not control the method of performance of such services, but may request the time and place of performance, and the number of officers to be involved, except where the same may conflict with minimum staffing rules or policies of the Sheriff.

I. The County and the Sheriff and their officers and employees, shall not be deemed to assume any liability for the contractual or tortious acts or omissions of the Forest Preserves, its officers, agents or employees. Similarly, the Forest Preserves, its elected officials, officers, agents, or employees shall not be deemed to assume any liability for contractual or tortious acts or omissions of the County and/or the Sheriff.

J. This Agreement is entered into solely for the benefit of the contracting parties, and nothing in this agreement is intended, either expressly or impliedly, to provide any right or benefit of any kind whatsoever to any person or entity who is not a party to this agreement, or to acknowledge, establish or impose any legal duty to any third party.

K. This Agreement replaces and supersedes any previous intergovernmental cooperation agreement for police services entered into by and among the County, the Sheriff and the Forest Preserves.

THIS AGREEMENT shall be effective upon the signing of the last party. Upon its approval by the County Board, the Sheriff of Winnebago County, Illinois, and the Forest Preserves of Winnebago County.

**IN WITNESS WHEREOF**, the parties have executed this Agreement on the \_\_ day of \_\_\_\_\_, 2019. This document may be executed in duplicate originals.

**Forest Preserves of Winnebago County, County of Winnebago**

By: \_\_\_\_\_  
Jeff Tilly, President

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

Attest: \_\_\_\_\_  
Michael A. Holan,  
Executive Director

By: \_\_\_\_\_  
Gary Caruana, Sheriff

Attest: \_\_\_\_\_  
Lori Gummow, County Clerk