



# WINNEBAGO COUNTY

— ILLINOIS —

**2<sup>ND</sup> REVISED**

## AGENDA

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

**Thursday, April 11, 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 Keith McDonald**
- 5. Awards, Proclamations, Presentations, Public Hearings, and Public Participation**
  - A. Chairman’s Service Award: Yusuf Zahurullah, Grace Maier, and Reilly Anderson (Youth Leadership Council members)
  - B. Proclamations
    - “Great American Cleanup” – Accepted by Frank Manzullo
    - “Child Abuse Prevention and Awareness Month”
  - C. Presentations – John Groh, President/CEO, RACVB – Tourism Update
- 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. Board Member Correspondence ..... Board Members**
- 8. Chairman’s Report ..... Chairman Frank Haney**
  - A. Landfill – Garbage off Interstate and Smell
  - B. 1% Public Safety Sales Tax
  - C. Chairman’s Bridge Council
  - D. Winnebago County Opioid Task Force (5 Areas of Focus)
  - E. Host Fees
  - F. RAVE Board Liaison John Butitta
  - G. Chamber State of the County: April 25, 2019 (Tebala Event Center, 11:30 pm)

- 9. **Announcements & Communications .....Clerk Lori Gummow**
  - A. Correspondence (see packet)
- 10. **Consent Agenda..... Chairman Frank Haney**
  - A. Raffle Report
  - B. Approval of March 14, 2019 minutes
  - C. Layover of March 28, 2019 minutes
- 11. **County Administrator’s Report.....Administrator Carla Paschal**
- 12. **Department Head Updates.....Department Heads**
- 13. **Standing Committee Reports ..... Chairman Frank Haney**
  - A. Economic Development Committee..... **Fred Wescott, Committee Chairman**
    - 1. Committee Report
    - 2. Resolution Granting Authority to the Winnebago County Board Chairman to Execute the Documents Necessary to Complete a Loan for \$30,000 from the Revolving Loan Fund to Crust & Crumbles, LLC
    - 3. An Ordinance Adopting Recommendations for 2019 Host Fee Annual and 2018 Annual Recommendations Carryover Allocations to be Laid Over
    - 4. Resolution Placing a Moratorium on Long-Term Commitments for One Year from the Host Fee Fund
  - B. Finance Committee.....**Jaime Salgado, Committee Chairman**
    - 1. Committee Report
    - 2. Ordinance Abolishing Working Cash Fund and Transferring Balance to Capital Projects Fund to be Laid Over
    - 3. Resolution Authorizing the Chairman of the County Board to Execute an Extension of an Agreement Between Winnebago County, Illinois and Remedies Renewing Lives
  - C. Zoning Committee ..... **Jim Webster, Committee Chairman**
    - Planning and/or Zoning Requests:
      - 1. Z-17-18 A map amendment to rezone +/- 3.03 net acres from the AG, Agricultural Priority District to the RA, Rural Agricultural Residential District for property that is commonly known as 42XX Centerville Road in Rockford Township, District 1
    - 2. Committee Report
  - D. Operations & Administrative Committee ..... **Keith McDonald, Committee Chairman**
    - 1. Committee Report
    - 2. An Ordinance Amending Sections of Chapter 62 of the County Code of Ordinances (Vehicle Policy)
  - E. Public Safety Committee..... **Aaron Booker, Committee Chairman**

1. Committee Report
  2. Resolution Authorizing the Execution of an Intergovernmental Cooperation Agreement for Police Services with the Village of Machesney Park, Illinois
- F. Personnel and Policies Committee.....**David Fiduccia, Committee Chairman**
1. Committee Report
  2. Resolution Authorizing the Chairman of the Winnebago County Board to Extend an Agreement for Consulting Services at River Bluff Nursing Home
  3. An Ordinance Amending Sections of Chapter 2 of the County Code of Ordinances (Defining Chairman’s Duties) – Reconsideration
- G. Public Works Committee ..... **Dave Tassoni, Committee Chairman**
1. Committee Report
- 14. Unfinished Business ..... Chairman Frank Haney**
- A. NICDC (In-process)
  - B. Project E (In-process)
  - C. Flood Related Emergency Purchases (FYI)
- 15. New Business.....Chairman Frank Haney**
- A. Board Appointments (1<sup>st</sup> Reading)
    1. Reappoint Janet Klinger, Zoning Board of Appeals, Rockford, IL, May 2018 – May 2023
    2. Reappoint Elmer Jones, Rock River Water Reclamation District, Rockford, IL, April 2019 – April 2022
    3. Reappoint John Sweeney, Rock River Water Reclamation District, Rockford, IL, April 2019 – April 2022
    4. Reappoint Barton Munger, Harlem-Roscoe Fire Protection District, Machesney Park, IL, May 2019 – May 2022
  - B. Open Meetings Act (Update)
- 16. Adjournment ..... Chairman Frank Haney**

**Next Meeting: Thursday, April 25, 2019**



# Proclamation

## *In Recognition of*

### the 31<sup>st</sup> Anniversary of the “Great American Cleanup” in Winnebago County

**WHEREAS,** Keep Northern Illinois Beautiful is a local non-profit dedicated to preserving our local environment through education, community involvement, and public awareness; and

**WHEREAS,** Winnebago County is proud of its natural resources and neighborhoods and seeks to protect and improve our community through the action of citizens, government, and businesses working together; and

**WHEREAS,** on April 27, 2019 thousands of volunteers from neighborhood groups, Adopt a Highway programs, and service organizations will gather to cleanup our community.

**NOW, THEREFORE,** I, Frank Haney, Chairman of the Winnebago County Board do hereby proclaim the day of April 27<sup>th</sup> to be:

### the 31<sup>st</sup> Anniversary of the “GREAT AMERICAN CLEANUP”

in Winnebago County, and urge all citizens to join in cleanup projects throughout the County on April 27, 2019; and to remember to work every day to keep our community clean, green, and healthy.



IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the County of Winnebago, Illinois to be affixed this 11<sup>th</sup> day of April, 2019.

Frank Haney, Chairman  
Winnebago County Board





# Proclamation

## *In Recognition of*

# Child Abuse Prevention and Awareness Month

**WHEREAS**, throughout the month of April, the Family Violence Coordinating Council and other prevention groups will be hosting several events to bring awareness to the issue of child abuse and thus give hope to all victims of abuse struggling with this issue; and

**WHEREAS**, child abuse and neglect are a complex and ongoing problem in our society, affecting many children in Winnebago County; and

**WHEREAS**, over 100,000 victims of child abuse are reported each year in the state of Illinois with Winnebago County making up at least 4% of all calls to the State Central Register; and

**WHEREAS**, every child is entitled to be loved, cared for, nurtured, feel secure and be free from verbal, sexual, emotional, physical abuse, and neglect; and

**WHEREAS**, the County of Winnebago has dedicated individuals and organizations who work daily to counter the problem of child abuse and neglect; and

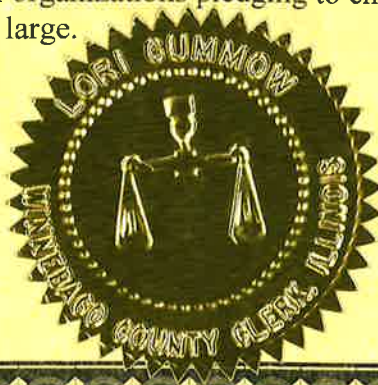
**WHEREAS**, our communities are stronger when all citizens become aware of child abuse, neglect prevention, and become involved in supporting parents to raise their children in a safe and nurturing environment; and

**WHEREAS**, effective child abuse prevention programs succeed because of partnerships among families, social service agencies, schools, religious and civic organizations, law enforcement agencies, and the business community.

**NOW, THEREFORE BE IT RESOLVED**, I, Frank Haney, Chairman of the Winnebago County Board, do hereby proclaim April 2019 as:

## **“Child Abuse Prevention and Awareness Month”**

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



IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the County of Winnebago, Illinois to be affixed this 11<sup>th</sup> day of April, 2019.

**Frank Haney, Chairman  
Winnebago County Board**

# **CHAIRMAN'S REPORT**

# **ANNOUNCEMENTS & COMMUNICATIONS**



# WINNEBAGO COUNTY

— ILLINOIS —

## Announcements & Communications

Date: April 11, 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. Federal Register / Vol. 84, No. 58 / Tuesday, March 26, 2019 / Notices
  - b. Federal Register / Vol. 84, No. 63 / Tuesday, April 2, 2019 / Notices
  - c. Byron Station, Unit No. 2 – Issuance of Amendment Regarding Use of Accident Tolerant Fuel Lead Test Assemblies (EPID L-2018-LLA-0064)
  - d. Acceptance Review of Braidwood/Byron License Amendment Request to add LCO for Inoperable Snubbers Using TSTF-372-A, Revision 4 (CLIIP)
  - e. Byron Station, Units 1 and 2 – NRC Security Baseline Inspection Report 05000454/2019410; 05000455/2019410
2. County Clerk Gummow received from Charter Communications letters regarding a name change to the cable franchise, now Spectrum Mid-America, LLC for the Following:
  - a. County of Winnebago
  - b. Township of Roscoe
  - c. Township of Harlem
  - d. Township of Rockton





# WINNEBAGO COUNTY

— ILLINOIS —

3. County Clerk Gummow received from Charter Communications, locally known as Spectrum, programming notices for the following:
  - a. County of Winnebago
  - b. Township of Roscoe
  - c. Township of Harlem
  - d. Township of Rockton
4. County Clerk Gummow received from Charter Communications the 2018 Cable and Video Providers Annual Complaint Reports for the following:
  - a. County of Winnebago
  - b. Township of Roscoe
  - c. Township of Harlem
  - d. Township of Rockton
5. County Clerk Gummow received from Charter Communications a letter regarding the Quarterly Franchise Fee Payment covering fees from the period of October 1, 2018 to December 31, 2018.
6. County Clerk Gummow received from Theresa Grennan, Chief Deputy Winnebago County Treasurer the Investment Report for April 2019.
7. County Clerk Gummow received from Comcast a letter regarding a monthly increase for Acorn TV.
8. County Clerk Gummow received from Nancy McPherson, Winnebago County Recorder, the Monthly Report for 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.

# **CONSENT AGENDA**

## RAFFLE APPLICATION REPORT

Presently the County Clerk's office has Raffle Applications submitted by  
12 different organizations for 17 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
30059	1	MACKTOWN LIVING HISTORY	04/25/2019-04/28/2019	\$ 1,500.00
30060	1	PINK HEALS, WINNEBAGO COUNTY, IL	04/12/2019-09/21/2019	\$ 12,450.00
30061	1	RALSTON ELEMENTARY PTO	04/12/2019-04/26/2019	\$ 3,249.50
30062	1	ROCKFORD FIREFIGHTERS LOCAL 413	04/16/2019-10/05/2019	\$ 15,500.00
30063	1	ROCKFORD LIVE & LET LIVE SOCIETY	04/12/2019-07/04/2019	\$ 1,800.00
30064	1	ROCKFORD LIVE & LET LIVE SOCIETY	04/13/2019-04/13/2019	\$ 1,000.00
30065	1	ROCKFORD PROMISE	05/10/2019-05/10/2019	\$ 3,000.00
30066	1	ROCKFORD PROMISE	04/26/2019-04/26/2019	\$ 1,500.00
30067	1	SOUTH BELOIT BUSINESSMEN'S ASSOCIATION	05/01/2019-11/05/2019	\$ 2,500.00
30068	1	SOUTH BELOIT BUSINESSMEN'S ASSOCIATION	05/01/2019-09/10/2019	\$ 3,000.00
30069	1	SPECTRUM SCHOOL	04/15/2019-04/28/2019	\$ 4,999.00
30070	1	STEPPING STONES OF ROCKFORD, INC.	05/07/2019-05/07/2019	\$ 1,000.00
30071	1	VIETNAM VETERANS OF AMERICA CHAPTER 984	04/13/2019-08/10/2019	\$ 2,650.00

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
30072	1	ELLIDA LODGE HOME ASSOCIATION	04/12/2019-04/11/2020	\$ 4,999.00
30073	1	MILESTONE ROCVALE FOUNDATION	04/24/2019-04/15/2020	\$ 5,000.00
30074	1	MILESTONE ROCVALE FOUNDATION	04/24/2019-04/15/2020	\$ 5,000.00
30075	1	ROCKFORD LIVE & LET LIVE SOCIETY	05/10/2019-05/10/2020	\$ 4,999.00

This concludes my report

Deputy Clerk Kayla Hilliard

LORI GUMMOW  
Winnebago County Clerk

Date 11-Apr-19



# **ADMINISTRATOR'S REPORT**

# **ECONOMIC DEVELOPMENT COMMITTEE**

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

**2019 CR \_\_\_\_\_**

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**RESOLUTION GRANTING AUTHORITY TO THE WINNEBAGO COUNTY  
BOARD CHAIRMAN TO EXECUTE THE DOCUMENTS NECESSARY TO  
COMPLETE A LOAN FOR \$30,000 FROM THE REVOLVING LOAN FUND  
TO CRUST & CRUMBLES, LLC**

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WHEREAS, Crust and Crumbles, LLC ("C&C") is a minority owned business, owned 100% by Jargal (Jojo) Gendenbaatar that will continue to expand its business beyond wholesale sales of its bread and begin operating a bistro style restaurant in the new Rockford Indoor City Market that will sell its artisan breads, pastries, sandwiches, beer and wine as well as specialty items that complement its bread and pastries; and

WHEREAS, the owner of C&C has developed a strong business plan that lays out a plan for gradual growth with funding from multiple sources and to diversify its customer base; and

WHEREAS, C&C plans to be the first tenant in the new City Indoor Market which will benefit the continued revitalization of downtown Rockford and is seeking funding for tenant improvements, equipment and operating capital;

WHEREAS, C&C has a few local restaurants such as Abreo, Five Forks and the Brewhouse as its customers as a wholesaler and has been encouraged to expand C&C beyond wholesale sales of its breads; and

WHEREAS, C&C believes it will create four (4) additional full-time equivalent jobs that will benefit low to moderate income workers within two years resulting in a cost to the County per job created of \$7,500; and

WHEREAS, the County of Winnebago (County) proposes to loan C&C \$30,000 at 6% interest to be fully amortized over five (5) years with Jargal Gendenbaatar a co-borrower on the Note.

WHEREAS, the County of Winnebago desires to make a loan of \$30,000 at 6.0 percent to be fully amortized over five (5) years to C&C to stimulate growth in the County of Winnebago;

NOW THEREFORE, BE IT RESOLVED, that the Chairman of the County Board of the County of Winnebago, Illinois is hereby authorized to execute the loan documents prepared by Rockford Local Development Corporation and approved by the Winnebago County State's Attorney's Office for the loan of \$30,000 at six percent (6%) fully amortized over five (5) years to Crust & Crumbles, LLC. It is estimated this loan will assist in the creation of a new female

owned business support the growth of the downtown Rockford business district and create four low to moderate income full-time equivalent jobs.

BE IT FURTHER RESOLVED, that this resolution shall be effective on its adoption.

BE IT FURTHER RESOLVED, that the Clerk of the County Board of the County of Winnebago is directed to prepare and deliver certified copies of this resolution to the Winnebago County Planning and Economic Development Director and the Winnebago County State's Attorney's Office – Civil Division.

Respectfully submitted,  
**Economic Development Committee**

**AGREE**

**DISAGREE**

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FRED WESCOTT, CHAIRMAN

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FRED WESCOTT, CHAIRMAN

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DOROTHY REDD

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DOROTHY REDD

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PAUL ARENA

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PAUL ARENA

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JAS BILICH

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JAS BILICH

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JOHN BUTITTA

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JOHN BUTITTA

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JEAN CROSBY

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JEAN CROSBY

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DAN FELLARS

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DAN FELLARS

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BURT GERL

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BURT GERL

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TIM NABORS

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TIM NABORS



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

**Revolving Loan Fund**  
**Loan Summary for:**  
 Crust & Crumbles, LLC

<b><u>Applicant:</u></b>		<b><u>PIN:</u></b> 11-26-227-009
Crust & Crumbles, LLC		
<b><u>Location Address:</u></b>	<b><u>County Board District #:</u></b> 12	
1055 E. State St Rockford, IL	<b><u>County Board Member:</u></b> Jaime Salgado	
<b><u>Type of Business:</u></b>	<input type="checkbox"/> New (Start-up) <input checked="" type="checkbox"/> Expansion (Existing)	
<b><u>Industry:</u></b> Food		

<b><u>Requested County Revolving Loan Fund:</u></b>				<b><u>Employees:</u></b>	<b>Current</b>	<b>Projected</b>
<b><u>Investment(s)</u></b>	<b><u>Percentage</u></b>			<b><i>Full-Time Equivalent (FTE):</i></b>	2	4
County: \$ 30,000.00	6.00% interest	13.33%				
	5 years					
Owner's: \$ -	0.00%					
NICDC / DCEO: \$ 120,000.00	53.33%					
Joseph James (Landlord): \$ 50,000.00	22.22%			<b><i>Part Time:</i></b>		
City of Rockford (CDBG): \$ 25,000.00	11.11%					
<b>Total Financing of Project: \$ 225,000.00</b>	<b>100.00%</b>			<b><u>Total:</u></b>	6	
***Cost of County funds per projected job created: <b>\$7,500</b>						

**Uses of Loan Proceeds:**

- Purchase of equipment totaling \$55,000
- Leasehold improvements of \$130,000 including a \$15,000 contingency
- Operating capital of \$40,000

**Description of Business & Project:**

Crust & Crumbles LLC ("C&C") specializes in the production of artisan sourdough breads. Owned exclusively by Jargal "Jojo" Gendenbaatar, C&C was formed in 2010 to sell bread at the City Market in downtown Rockford. After two seasons, Jojo took a hiatus to continue her education and focus on her nursing career. Jojo returned to the market in 2016 and was encouraged to expand her business into a full-time venture as sales were relatively strong and a few local restaurants agreed to start serving her bread

**Revolving Loan Fund**  
**Loan Summary for:**  
Crust & Crumbles, LLC

which she sold to them wholesale. These restaurants included Abreo, Five Forks and the Brewhouse. Jojo plans to be the first tenant in the new City Indoor Market and seeks funding for tenant improvements, equipment and operating capital. She plans a bistro-type restaurant that will sell her artisan breads, pastries, sandwiches, beer and wine, and other specialty items that complement her breads and pastries.

**RLDC Recommendation:**

Staff recommends a \$30,000 loan to Winnebago County for the following reasons:

- 1) Jojo has developed a strong business plan that lays out a gradual growth plan with multiple revenue sources to grow the business and diversify its customer base.
- 2) Participation in this project benefits a female- and minority-owned business.
- 3) Participation in this project benefits continued revitalization of downtown and the launch of the long-awaited City Indoor Market.
- 4) Participation in this project is projected to result in the creation of four FTE jobs the majority of which will benefit LMI workers.



## LLC FILE DETAIL REPORT

File Number	06190278		
Entity Name	CRUST & CRUMBLES, LLC		
Status	ACTIVE	On	03/27/2019
Entity Type	LLC	Type of LLC	Domestic
File Date	03/22/2017	Jurisdiction	IL
Agent Name	JARGAL GENDENBAATAR	Agent Change Date	03/22/2017
Agent Street Address	1818 NEBRASKA RD	Principal Office	1055 EAST STATE ST. ROCKFORD, IL 611040000
Agent City	ROCKFORD	Managers	<a href="#">View</a>
Agent Zip	61108	Duration	PERPETUAL
Annual Report Filing Date	03/27/2019	For Year	2019
Series Name	NOT AUTHORIZED TO ESTABLISH SERIES		

[Return to the Search Screen](#)

Purchase Certificate of Good Standing  
(One Certificate per Transaction)

### OTHER SERVICES

File Annual Report

Adopting Assumed Name

Articles of Amendment Effecting A Name Change

Change of Registered Agent and/or Registered Office Address

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LLC MANAGERS

Entity Name	CRUST & CRUMBLES, LLC	File Number	06190278
Name	Address		
GENDENBAATAR, JARGAL	1818 NEBRASKA RD., ROCKFORD, IL - 61108		

Close

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# Crust & Crumbles



Over the last few years as we slowly grew our small business, it was important for me that we lead with our strengths and focus on what we do best - producing naturally leavened bread. I have spent many years trying to learn the craft of traditional bread baking, and I must say, the learning has yet to end. But I also knew that one day, we will need to expand our offerings and bring something absolutely delicious to the table. Viennoiserie has always been that something for me.

natural progression to make in my development as a baker. This category of goods requires knowledge of bread-making principles and also skills associated with pastry-making such as visual composition and beautiful presentation. If you've had the fortune of trying crisp croissants that shatter at the bite, delectable danishes, or a rich golden brioche...then you've had viennoiserie. The taste and flavor of these when freshly made from scratch is incomparable to anything.

In order to perfect my technique in lamination required for viennoiserie products, I have been traveling whenever I had a pocket of free time to learn from those who are far better than me. The baking community is an exceptionally generous group of people and I've been very lucky to have had the opportunity to go up and down both coasts as well as within the heartland staging at incredible bakeries and attending workshops taught by some of the top bakers in the country. From the Pacific Northwest to California, from Rhode Island to North Carolina, and here from Madison to Chicago to Michigan....the few pictures below summarize what I've learned on my travels and what we will be making for you.







We made all these croissants last week as part of recipe trials for our March fundraising event - the **Pastry Pop Up!** We have been anxious for you to try out our pastries ahead of the indoor market opening and so we are collaborating with our amazing friends at **GEM** (located in the former Nadi building at 406 E. State St.) to set up a bakery for a day in their beautiful downtown space next week on **Saturday, March 30th from 9am to 2pm.**

From now until next Wednesday, we are offering a **special pre-sale ticket** for \$10 that will turn into a \$12 credit towards your purchase on the day of the event. You can get the tickets [HERE](#). This Pop Up is a little different than our previous ones as it is set up in a traditional bake sale way rather than a sit-down meal event. We will have a large variety of sweet and savory pastries, coffee and other beverages, and, of course, bread available for purchase. I sincerely hope you will join us next weekend and also would greatly appreciate if you help us spread the word about this event to your friends and family!

See you soon,



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You're receiving this email because you joined our mailing list online, at a market booth, at an event, or have made a purchase from us.

**Our mailing address is:**

1055 East State St.  
Rockford, IL 61104

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You can [update your preferences](#) or [unsubscribe from this list](#)



# Crust & Crumbles Newsletter

## Email Campaign Archive

from Crust & Crumbles, LLC

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- 03/22/2019 - 🍷 [Have Pastry, Will Travel](#) ✈️
- 
- 03/20/2019 - 🍷 [Have Pastry, Will Travel](#) ✈️
- 
- 02/25/2019 - 🙌 [AAH-MAZING!](#) 🙌
- 
- 02/20/2019 - 🥟 [Dumpling Pop Up Is Coming Up!](#) 🥟
- 
- 02/19/2019 - 🥟 [Dumpling Pop Up Is Coming Up!](#) 🥟
- 
- 02/12/2019 - [Something Precious](#) ❤️❤️
- 
- 02/12/2019 - 🥟 [Who Doesn't Like Dumplings?!](#) 🥟
- 
- 02/08/2019 - 🥟 [Who Doesn't Like Dumplings?!](#) 🥟
- 
- 02/05/2019 - ❄️ [Hello, F E B R U A R Y](#) ❄️
- 
- 02/04/2019 - ❄️ [Hello, F E B R U A R Y](#) ❄️
- 
- 01/16/2019 - 🍕 [Pizza Pop-Up Is Coming Up!](#) 🍕
- 
- 01/15/2019 - 🍕 [Pizza Pop-Up Is Coming Up!](#) 🍕
- 
- 01/10/2019 - 💌 [You're Invited To Our Pizza Pop Up!](#) 💌
- 
- 01/08/2019 - 💌 [You're Invited To Our Pizza Pop Up!](#) 💌
- 
- 12/31/2018 - 🎉 [G O O D B Y E, 2018](#) 🎉
- 
- 12/14/2018 - 📺 [Just In Time For Christmas](#) 📺
- 
- 12/13/2018 - 📺 [Just In Time For Christmas](#) 📺
- 
- 12/04/2018 - [Holidays with C&C](#) 🧑🏻
- 
- 12/03/2018 - [Holidays with C&C](#) 🧑🏻
- 
- 11/22/2018 - [Gobble Gobble!](#) 🍴
-

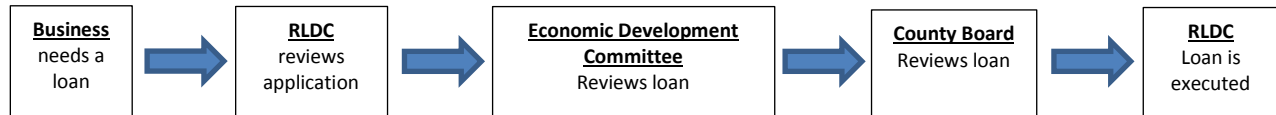


## Winnebago County Revolving Loan Fund (RLF) Program Overview

<b>Rockford Local Development Council (RLDC)</b> Manages the Revolving Loan Fund Program on behalf of Winnebago County RLDC Agreement approved November 26, 2014	
John Phelps Executive Director of RLDC #815-987-8675	<a href="http://rldc.us/index.asp">http://rldc.us/index.asp</a> 120 West State Street, Suite 306 Rockford, IL 61101

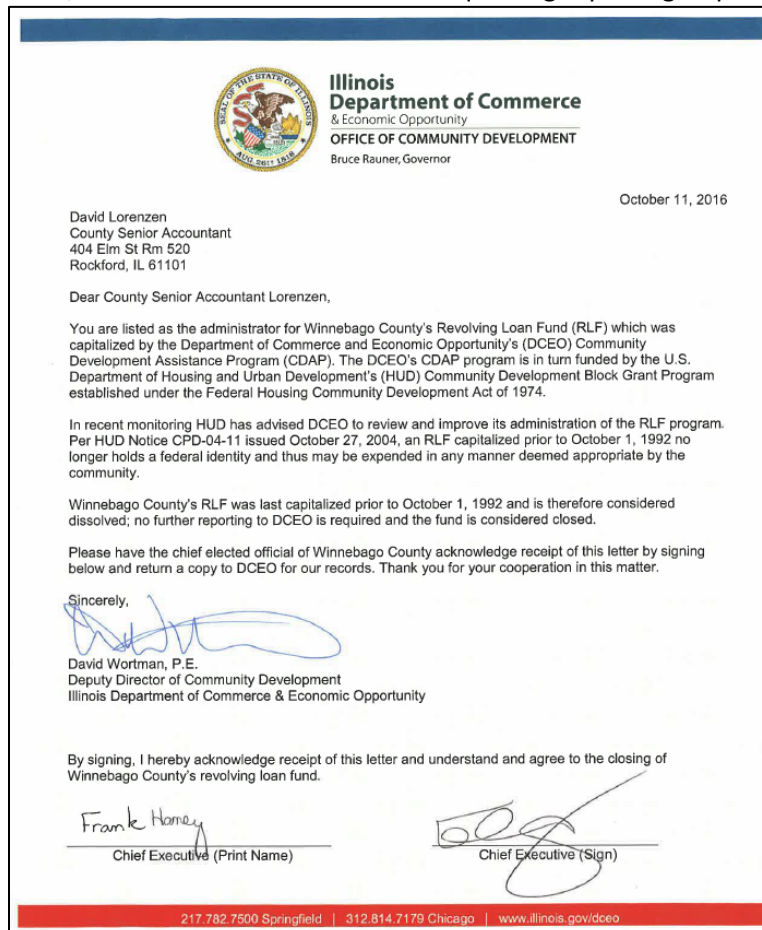
### REVOLVING LOAN FUND PROCESS IN A NUTSHELL

(Assuming approval at each step)



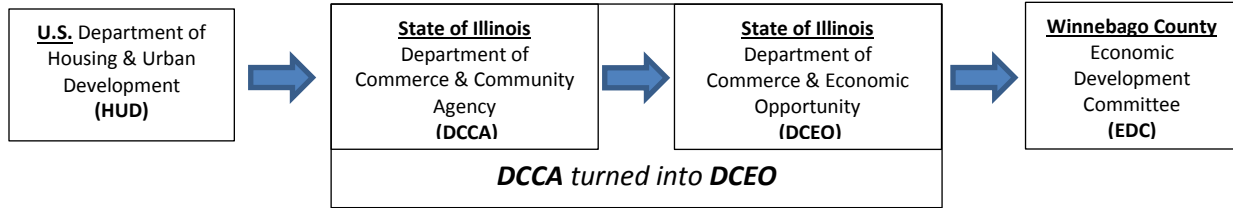
- Program is used for Gap Financing, examples of use...
  - Land & Building
  - Equipment & Machinery
  - Working Capital

**October 11, 2016** State of Illinois letter relinquishing reporting requirements.



## Winnebago County Revolving Loan Fund (RLF) Program Overview

### Origin of Funding for Revolving Loan Fund Program



- **NOT** connected with the County's General Fund, operating costs, etc.
  - It's a stand-alone fund
- No liability to Winnebago County
- Fund generates interest
  - Interest covers management fees
  - Balance grows account

### Activity Summary

- Since September 28, 2015 through today (March 28, 2019)
  - 11 loans processed
    - Including tonight's
  - \$500,500 in loan amounts
  - Estimated 70 Full-Time Equivalent jobs creates
- Average loan...
  - Amount \$45,500
    - Loan amounts have ranged from \$20,000 to \$100,000
  - Length just over 7 years
    - Loan lengths have ranged from 5 to 10 years

**ORDINANCE**  
**OF THE**  
**COUNTY BOARD OF THE COUNTY OF WINNEBAGO, ILLINOIS**  
**2019 CO**

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**AN ORDINANCE ADOPTING RECOMMENDATIONS FOR 2019 HOST FEE  
ANNUAL AND 2018 ANNUAL RECOMMENDATIONS CARRYOVER  
ALLOCATIONS**

---

**WHEREAS**, the County of Winnebago has determined that host fee funds are to be used for economic development; and

**WHEREAS**, the County Board of the County of Winnebago, Illinois approved an "Ordinance Adopting A Host Fee Allocation & Award Policy" that establishes a policy for the use and allocation of host fee funds for economic development and provides categories of investment of for these funds; and

**WHEREAS**, the spending from the host fee fund outlined and described in Exhibit A, "Annual Recommendations and Fiscal Year 2018 Annual Recommendations Carryover" is aligned with the host fee allocation and award policy; and

**WHEREAS**, upon review of the recommendations from the Chairman of the County Board of Winnebago County, Illinois, the Economic Development Committee of the County Board of the County of Winnebago, Illinois recommends adopting the Recommendation For 2019 Host Fee Annual Allocations as described in Exhibit A "Annual Recommendations and Fiscal Year 2018 Annual Recommendations Carryover"

**NOW, THEREFORE BE IT ORDAINED**, by the County Board of the County of Winnebago, Illinois, that the County of Winnebago, Illinois hereby adopts spending host fees in fiscal year 2019 on the projects outlined in Exhibit A " Annual Recommendations and Fiscal Year 2018 Annual Recommendations Carryover;" and

**BE IT FURTHER ORDAINED**, this ordinance shall go into effect immediately upon its adoption; and

**BE IT FURTHER ORDAINED**, that the Clerk of the County Board is hereby directed to prepare and deliver a copy of the Ordinance to the Winnebago County Administrator, Winnebago County Auditor, and the Winnebago County Regional Planning and Economic Development Director.

Respectfully Submitted,  
**ECONOMIC DEVELOPMENT COMMITTEE**

**AGREE**

**DISAGREE**

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FRED WESCOTT, CHAIRMAN

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FRED WESCOTT, CHAIRMAN

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DOROTHY REDD

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DOROTHY REDD

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PAUL ARENA

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PAUL ARENA

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JAS BILICH

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JAS BILICH

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JOHN BUTITTA

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JOHN BUTITTA

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JEAN CROSBY

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JEAN CROSBY

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DAN FELLARS

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DAN FELLARS

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BURT GERL

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BURT GERL

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TIM NABORS

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TIM NABORS



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

---

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

HOST FEE FUND		
ANNUAL RECOMMENDATIONS		
Recommendation for 2019	\$ 20,000	<b>County Board Non-Profit Support</b>
2018 Grant	\$ 20,000	Each County Board Member may recommend a not-for-profit organization for up to a \$1,000 grant. This may include but is not limited to an event attendance or sponsorship.
Recommendation for 2019	\$ 3,000	<b>Diversity Council</b>
2018 Grant	\$ 3,000	Initiatives to celebrate diversity and promote cultural competency.
Recommendation for 2019	\$ 20,000	<b>Keep Northern Illinois Beautiful</b>
2018 Grant	\$ 32,000	Keep Northern Illinois Beautiful is assisting the County in its Consumer Electronics Recycling Program. Last year, the County opted into this program with the state and is receiving funding for this program. For fiscal year 2019, this would be the only cost of the program.
Recommendation for 2019	\$ 45,000	<b>Winnebago County Soil &amp; Water Conservation District</b>
2018 Grant	\$ 45,000	Delivery of conservation, urban erosion, drainage, and natural resource programs for the agricultural community and small tract owners.
Recommendation for 2019	\$ 30,000	<b>Government Efficiency Study - Winnebago County Government</b>
2018 Grant	\$ 50,000	Identify opportunities to streamline, centralize, or align services to responsibly utilize resources and minimize costs inside or across governments in Winnebago County.
Recommendation for 2019	\$ 80,000	<b>University of Illinois Extension and 4-H Winnebago County</b>
2018 Grant	\$ 80,000	Agricultural workforce development programs. The County's funding provides matching funds for the Extension. Many Illinois counties provide funding to the Extension through a tax levy.
Recommendation for 2019	\$ 50,000	<b>Internal Capital - Winnebago County Government</b>
2018 Grant	\$ 50,000	Upgrades to Munis software to improve efficiencies, internal controls and process workflows.
Recommendation for 2019	\$ 170,000	<b>Operations of the Water System at Baxter Road - Winnebago County Government</b>
2018 Grant	\$ 162,300	User fees are not sufficient to fund the operating costs of the County-owned water system at Baxter Road.
Recommendation for 2019	\$ 50,000	<b>EDDNI/Region 1 Planning</b>
2018 Grant	\$ 50,000	Annual Membership Fee
Recommendation for 2019	\$ 100,000	<b>Blight Reduction (Property Demolition) - Winnebago County Health Department</b>
2018 Grant	\$ 100,000	The Federal blight reduction grant which had been used to demolish properties was discontinued. Funds would be directed towards completing the county-wide demolition strategy critical to revitalizing neighborhoods.
Recommendation for 2019	\$ 25,000	<b>Severson Dells Educational Foundation</b>
2018 Grant	\$ 25,000	Operational subsidy for free nature education programs, primarily nature walks, lectures, and school programs. 50% step-reduction due to substantially routine operational costs.
Recommendation for 2019	\$ 42,190	<b>Boys &amp; Girls Club of Rockford</b>
2018 Grant	\$ 56,250	Academic success, healthy lifestyle, character and leadership development, Career Launch program. 25% step-reduction due to substantially routine operational costs and salaries; recommended for future funding from PSST as a recommended Alternative Program.
Recommendations provided by Dorothy Redd:		
Recommendation for 2019	\$ 20,000	<b>100 Strong</b>
2018 Grant	\$ -	Provides Apprenticeship Program for At Risk Youth (male and females, freshman in high school and beyond) to teach a trade.
Recommendation for 2019	\$ 20,000	<b>Awaken Foundation</b>
2018 Grant	\$ 5,000	Culinary program focused on training disadvantaged and at-risk individuals. Capacity to train 20 people every six weeks. disadvantaged persons.
Recommendation for 2019	\$ 15,000	<b>African-American Resource Center at Booker</b>
2018 Grant	\$ 6,000	Improvements at 1005 South Court Street including handicapped accessible bathroom upgrades and carpeting.
Recommendation for 2019	\$ 47,000	<b>Zion West Enterprise, NFP</b>
2018 Grant	\$ 32,750	Academic intervention and support in reading and math, homework assistance, and enrichment activities to Ellis Heights students.
Recommendations provided by Chairman Haney:		
Recommendation for 2019	\$ 15,000	<b>Unplug 815</b>
2018 Grant	\$ -	Tourism marketing campaign.
Recommendation for 2019	\$ 20,000	<b>Alignment Rockford</b>
2018 Grant	\$ 22,000	Alignment Rockford (AR) will continue to coordinate the development and implementation of a workforce talent pipeline to grow local capacity for the Rockford Police Department and Rockford Fire Department through a unique partnership with Rockford Public Schools District 205 (RPS). During this project Alignment coordinates the development of on-ramp activities for elementary and middle school students, providing them career awareness experiences to grow excitement and knowledge of the careers that exist within the Rockford Police and Fire Departments. Through the high school Academy model, RPS and AR will work together to provide students a robust experience within the Human & Public Services Academy. While in high school, students will have work based learning experiences directly connected to careers within the City's Police and Fire Departments, resulting in credit at Rock Valley College (RVC).
Total Recommendations	\$ 772,190	

HOST FEE FUND		
FISCAL YEAR 2018 ANNUAL RECOMMENDATIONS CARRYOVER		
2018 Carryover	\$ 11,750	County Board Non-Profit Support
2018 Carryover	\$ 25,000	Winnebago County Workforce Learning and Policy Compliance Training System
Total Fiscal Year 2018 Carryover	\$ 36,750	

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

Submitted by: Economic Development Committee

2019 CR

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**RESOLUTION PLACING A MORATORIUM ON LONG-TERM  
COMMITMENTS FOR ONE YEAR FROM THE HOST FEE  
FUND**

---

**WHEREAS**, The County has, in the past, made long-term, multi-year commitments from Host Fee funds for projects that promote economic development in Winnebago County; and

**WHEREAS**, the County Board of the County of Winnebago, Illinois is in the process of developing policies and procedures addressing the use of Host Fee funds; and

**WHEREAS**, the County Board of the County of Winnebago, Illinois wishes to place a moratorium on long-term commitments for projects that promote economic development in Winnebago County for a period of one year and during that one year make annual host fee awards for no more than \$1,000,000 per year with preference given to those organizations who currently receive an annual host fee award; and

**NOW, THEREFORE, BE IT RESOLVED**, by the County Board of the County of Winnebago, Illinois, that a moratorium is hereby placed on long-term commitments for projects that promote economic development in Winnebago County for a period of one year from the date of passage of this Resolution and during that one year make annual host fee awards for no more than \$1,000,000 per year with preference given to those organizations who currently receive an annual host fee award.

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

Respectfully Submitted,  
**ECONOMIC DEVELOPMENT COMMITTEE**

**AGREE**

**DISAGREE**

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FRED WESCOTT, CHAIRMAN

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FRED WESCOTT, CHAIRMAN

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DOROTHY REDD

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DOROTHY REDD

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PAUL ARENA

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PAUL ARENA

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JAS BILICH

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JAS BILICH

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JOHN BUTITTA

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JOHN BUTITTA

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JEAN CROSBY

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JEAN CROSBY

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DAN FELLARS

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DAN FELLARS

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BURT GERL

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BURT GERL

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TIM NABORS

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TIM NABORS

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

---

**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: Economic Development Committee

2019 CR

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**RESOLUTION PLACING A MORATORIUM ON LONG-TERM  
COMMITMENTS FOR ONE YEAR FROM THE HOST FEE  
FUND**

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**WHEREAS**, The County has, in the past, made long-term, multi-year commitments from Host Fee funds for projects that promote economic development in Winnebago County; and

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**WHEREAS**, the County Board of the County of Winnebago, Illinois is in the process of developing policies and procedures addressing the use of Host Fee funds; and

**WHEREAS**, the County Board of the County of Winnebago, Illinois wishes to place a moratorium on long-term commitments for projects that promote economic development in Winnebago County for a period of one year and during that one year make annual host fee awards for no more than \$1,000,000 per year with preference given to those organizations who currently receive an annual host fee award; and

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**NOW, THEREFORE, BE IT RESOLVED**, by the County Board of the County of Winnebago, Illinois, that a moratorium is hereby placed on long-term commitments for projects that promote economic development in Winnebago County for a period of one year from the date of passage of this Resolution and during that one year make annual host fee awards for no more than \$1,000,000 per year with preference given to those organizations who currently receive an annual host fee award.

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

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Respectfully Submitted,  
**ECONOMIC DEVELOPMENT COMMITTEE**

**AGREE**

**DISAGREE**

\_\_\_\_\_  
FRED WESCOTT, CHAIRMAN

\_\_\_\_\_  
FRED WESCOTT, CHAIRMAN

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

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DOROTHY REDD

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PAUL ARENA

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TIM NABORS

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TIM NABORS

The above and foregoing Resolution 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

# **FINANCE COMMITTEE**



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

Submitted by: Finance Committee

2019 CR

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**ORDINANCE ABOLISHING WORKING CASH FUND AND  
TRANSFERRING BALANCE TO CAPITAL PROJECTS FUND**

---

**WHEREAS**, 55 ILCS 5/6-29007 allows the County to abate and abolish its Working Cash Fund so long as it does not again create such a Working Cash Fund until at least 10 years have elapsed after the date that fund was abated or abolished; and

**WHEREAS**, the Winnebago County Working Fund has a balance of \$671,400;  
and

**WHEREAS**, the Winnebago County Board wishes to abate and abolish the Working Cash Fund and transfer the balance of \$671,400 to the newly created Capital Projects Fund; and

**NOW, THEREFORE, BE IT ORDAINED**, by the County Board of the County of Winnebago, Illinois, that the Working Cash Fund is abated and abolished and the balance of \$671,400 will be transferred to the newly created Capital Projects Fund

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

**BE IT FURTHER ORDAINED**, that County Clerk is directed to deliver a certified copy of this Resolution to the Winnebago County Treasurer and to the Winnebago County Clerk.

Respectfully Submitted,  
**FINANCE COMMITTEE**

**(AGREE)**

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

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

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

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

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

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

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

**(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:

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

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

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

Submitted by: Finance Committee

2019 CR\_\_\_\_\_

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

---

**WHEREAS**, the County of Winnebago, Illinois has been awarded the Department of Justice's Office on violence Against Women (OVW) FY15 Justice for Families grant ("Grant"); and

**WHEREAS**, the County and Remedies Renewing Lives ("Remedies") entered into an agreement for services related to the Grant; and

**WHEREAS**, the agreement for services for the Grant between the County and Remedies expired on September 30, 2018; and

**WHEREAS**, the County was granted a no-cost extension of the Grant until September 30, 2019; and

**WHEREAS**, the County and Remedies wish to extend the Agreement for services related to the Grant by signing an Extension substantially similar to the one attached to this Resolution as Exhibit A.

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

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

**BE IT FURTHER RESOLVED**, that the Clerk of the County Board is hereby authorized to prepare and deliver a certified copy of this Resolution to the County Administrator and to the Trial Court Administration: Attention Nicole Ticknor.

Respectfully Submitted,  
**FINANCE COMMITTEE**

**AGREE**

**DISAGREE**

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

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

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

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

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JOE HOFFMAN

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DAVE BOOMER

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DAVE BOOMER

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STEVE SCHULTZ

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STEVE SCHULTZ

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

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

The above and foregoing Resolution 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

**FIRST EXTENSION OF AGREEMENT BETWEEN WINNEBAGO COUNTY,  
ILLINOIS AND REMEDIES RENEWING LIVES**

This Agreement Extension is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2019, by and between Winnebago County, Illinois with an address at 404 Elm Street, Rockford, Illinois 61101 (hereinafter the “County”) and Remedies Renewing Lives with an address at 220 Easton Parkway, Rockford, Illinois 61108 (hereinafter the “Subcontractor”).

WHEREAS, the County has been awarded the Department of Justice’s Office on Violence Against Women (OVW) FY15 Justice For Families grant (hereinafter the “Grant”); and

WHEREAS, the parties originally entered into an agreement for services related to the Grant, a copy of which is attached hereto as Exhibit A, which expired on September 30, 2018 (hereinafter “Agreement”); and

WHEREAS, the County was granted an administrative no-cost extension of the Grant until September 30, 2019; and

WHEREAS, the Parties desire to extend the Agreement attached hereto as Exhibit A until September 30, 2019 (hereinafter “First Extension”) and to update contact information contained in the Agreement for Winnebago County grant staff.

NOW, THEREFORE in consideration of the foregoing premises, and other good and valuable consideration, the exchange, receipt, and adequacy of which the parties hereby acknowledge, the parties agree as follows:

1. The term of the original Agreement, attached hereto as Exhibit A, shall be extended until September 30, 2019.
2. Section 2(a) of the Agreement shall be modified to provide that the Legal Advocate to work in the Domestic Violence Assistance Center will be funded for 25 hours under this grant.
3. Section 3(d) of the Agreement shall be modified to provide that monthly invoices shall be sent via email to: Nicole Ticknor at [nticknor@17thcircuit.illinoiscourts.gov](mailto:nticknor@17thcircuit.illinoiscourts.gov) (and not Jessica Maveus).
4. Section 14 of the Agreement shall be deleted in its entirety and replaced with the following:

**Notices:** All notices to the County in connection with this Agreement shall be sent to:

Trial Court Administration  
Domestic Violence Coordinated Courts  
Attn: Nicole Ticknor

400 W. State Street, Suite 215  
Rockford, IL 61101

All notices to Subcontractor in connection with this Agreement shall be sent to:

Remedies Renewing Lives  
Attn: Gary Halbach  
220 Easton Parkway  
Rockford, IL 61108

5. All other terms and conditions contained in the Agreement, other than those specifically mentioned above, shall remain the same.
6. This First Extension shall bind and benefit both Parties and any other successors or assigns.
7. This Amendment and the Agreement, attached hereto as Exhibit A, constitute the entire Agreement between the parties as to the subject matter contained therein.

IN WITNESS WHEREOF, the parties have caused this First Extension to be executed by their duly authorized representatives as of the date indicated above.

THE COUNTY OF WINNEBAGO

\_\_\_\_\_  
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

REMEDIES RENEWING LIVES

By: \_\_\_\_\_

**AGREEMENT BETWEEN WINNEBAGO COUNTY,  
ILLINOIS AND REMEDIES RENEWING LIVES**

This Agreement is made and entered into this 26<sup>th</sup> day of ~~April~~<sup>May</sup>, 2016, by and between Winnebago County, Illinois with an address at 404 Elm Street, Rockford, Illinois 61101 (hereinafter the "County") and Remedies Renewing Lives with an address at 220 Easton Parkway, Rockford, Illinois 61108 (hereinafter the "Subcontractor").

WHEREAS, the County has been awarded the Department of Justice's Office on Violence Against Women (OVW) FY16 Justice for Families grant (hereinafter the "Grant"); and

WHEREAS, the County wishes to utilize the services of Subcontractor in the performance of the grant; and

WHEREAS, the Subcontractor is willing to provide the desired services for the compensation and upon the terms and conditions herein contained.

NOW, THEREFORE, in consideration of the foregoing premises, and other good and valuable consideration, the exchange, receipt, and adequacy of which the parties hereby acknowledge, the parties agree as follows:

1. **Term:** The term of this Agreement shall begin on 5/25/16 and terminate on September 30, 2018, unless extended by written agreement of the parties. This Agreement will not be automatically renewed.

2. **Scope of Services:** The services provided by Subcontractor shall include, but not be limited to, the following:

- a) The employment of a part-time Legal Advocate to work in the Domestic Violence Assistance Center (30 hours funded under this grant) to provide comprehensive advocacy to victims in the DV Civil Court. Advocacy includes, but is not limited to, assisting the petitioner with service of process, visitation and exchange options, follow-up advocacy, hearing preparation, in-court advocacy and accompaniment, ongoing safety planning, and immediate on-site advocacy in the DVAC. The grant-funded Legal Advocate shall also work collaboratively with the DVCC Case Docket/Resource Coordinators and provide advocacy during each plenary docket in the DV Civil Court, as well as participate in the development of the Family Justice Collaborative.

- b) Karen Gill, VP of Operations, will participate in DVCC meetings; provide consultation and guidance related to the development of the Family Justice Collaborative and referral/tracking forms; assist in the OP clinic hosted by Northern Illinois University College Of Law Zeke Giorgi Legal Clinic and Prairie State Legal Services; and will directly supervise all Remedies employees involved with this project. Ms. Gill will also participate in webinars, conference calls, training events and OVW sponsored travel and technical assistance programs as deemed appropriate.
- c) Becky Winstead, Domestic Violence Programs Manager, will participate in DVCC meetings; provide consultation and guidance related to the development of the Family Justice Collaborative and referral/tracking forms; assist in the OP clinic hosted by Northern Illinois University College Of Law Zeke Giorgi Legal Clinic and Prairie State Legal Services; and will directly supervise the Legal Advocate. Ms. Winstead will also participate in webinars, conference calls, training events and OVW sponsored travel and technical assistance programs as deemed appropriate

Subcontractor shall provide all necessary supplies for its employees under this Agreement. A copier will be provided by the County for use of the Subcontractor at a cost of \$195.96 per year.

If at any time, the Legal Advocate provided by Subcontractor under this Agreement is terminated, resigns, or otherwise ceases to be employed by Subcontractor for any reason, Subcontractor shall immediately notify the Domestic Violence Coordinated Court Project Director and shall work diligently to fill the position in an expeditious manner.

### 3. **Payment:**

(a) The County agrees to pay Subcontractor for the services of Karen Gill at an hourly rate of \$51.37, for a total amount not to exceed \$2,568.00 over the term of this Agreement (50 hours).

(b) The County agrees to pay Subcontractor for the services of Becky Winstead at an hourly rate of \$24.59, for a total amount not to exceed \$1,229.50 over the term of this Agreement (50 hours).

(c) The County agrees to pay Subcontractor for the services of the Legal Advocate the sum of \$2,004.62 per month, for a total amount not to exceed \$72,166.32 over the term of this Agreement. Said payment amount includes a yearly copier use fee of \$195.96.



(d) Subcontractor shall submit invoices monthly, describing in detail all work performed during the invoice period and itemizing and explaining all expenses for which reimbursement is claimed. Said invoices shall be sent via email to: Jessica Maveus at [jmaveus@wincoil.us](mailto:jmaveus@wincoil.us). Subcontractor shall submit to the County a final invoice, clearly marked FINAL, not later than thirty (30) days after expiration or termination of this Agreement.

(e) Subject to the receipt by the County of the funds from the Grant for the purposes of performing this Agreement, the County will make payment to Subcontractor upon the submission of monthly invoices to the County. Within thirty (30) days the County shall approve or disapprove payment of the invoices, and if approved, shall make payments to Subcontractor equal to the amount of such approved expenditures.

(f) Notwithstanding the foregoing, or anything contained in this Agreement to the contrary, Subcontractor acknowledges and agrees that, as Subcontractor's work under this Agreement is being funded by a government grant, the County's obligation to make payments to Subcontractor hereunder is expressly contingent upon the County's actual receipt of monies under such grant.

(g) No amounts, other than those set forth in this Paragraph 3, shall be payable to Subcontractor under this Agreement, unless agreed upon in writing by both parties.

4. **Records:**

(a) Subcontractor shall ensure that records of the funds paid by the County to Subcontractor are separately maintained and that any information required to be accessed pursuant to this Agreement can be readily located. Subcontractor shall protect the records adequately against fire or other damage.

(b) Subcontractor shall maintain, for a minimum of three (3) years after the date of final payment under this Agreement, such books and records relating to performance of this Agreement which are necessary to support the amounts charged to the County by Subcontractor under this Agreement.

(c) The County shall have the right of access to any books, documents, papers, or other records of Subcontractor which are pertinent to this Agreement in order to make audits or fiscal reviews, examinations, excerpts, and transcripts. This right of access shall not be limited to the required retention period, but shall last as long as the records are retained by Subcontractor.

(d) For employees that are funded from multiple funding sources, including this grant program, documentation of work performed must be kept in accordance with Subcontractor's internal policies and procedures. These records must be retained for a minimum of three (3) years after the date of final payment under this Agreement and must be made available for auditing purposes.

5. **Assurances:** This Agreement governs work to be done under a federal award. Such federal award imposes upon the County specific responsibility for ensuring that all required assurances are obtained. Accordingly, Subcontractor agrees to comply with all applicable federal and state laws, including, but not limited to, the following:

(a) **Lobbying:** Subcontractor hereby certifies the following:

(1) No federally-appropriated funds have been paid or will be paid, whether by or on behalf of Subcontractor, 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 the awarding of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

(2) If any funds, other than federally-appropriated funds, have been paid or will be paid to any person for influencing or attempting to influence any of the above persons in connection with this federal contract, grant, loan, or cooperative agreement, Subcontractor shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.

(3) This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

(b) Subcontractor shall require that any person assigned to perform services hereunder comply with all provisions of the Illinois Motor Vehicle Code, including: (1) the requirement contained in Section 12-603.1 of the Code, 625 ILCS 5/12-603.1, that drivers and passengers of motor vehicles operated on a street or highway wear a seat safety belt; and, (2) the prohibition contained in Section 12-610.2 of the Code, 625 ILCS 5/12-610.2, that a person not use an electronic communication device to compose, send or read an electronic message when operating a motor vehicle on a roadway.

6. **Termination:**

(a) Right to terminate for convenience: Either party may terminate this Agreement for convenience upon thirty (30) days written notice.

(b) County's right to terminate for cause: County may terminate this Agreement, in whole or in part, immediately upon written notice to Subcontractor or at such later date as the County may establish in such notice, upon the occurrence of any of the following events:

(1) The County fails to receive funding at levels sufficient to pay for Subcontractor's work;

(2) Federal or state laws, regulations or guidelines are modified or interpreted in such a way that either the work under this Agreement is prohibited or the County is prohibited from paying for such work from the planned funding source;

(3) Subcontractor no longer holds any license or certificate that is required to perform the work; or

(4) Subcontractor commits any material breach or default of any covenant, obligation or agreement under this Agreement, fails to perform the work under this Agreement within the time specified herein or any extension thereof, or so fails to pursue the work as to endanger Subcontractor's performance under this Agreement in accordance with its terms, and such breach, default or failure is not cured within five (5) business days after receipt by Subcontractor of the County's notice, or such longer period as the County may specify in such notice.

(c) Subcontractor's right to terminate for cause: Subcontractor may terminate this Agreement upon thirty (30) days' written notice to the County if the County fails to pay Subcontractor pursuant to the terms of this Agreement and the County fails to cure within thirty (30) days after receipt of Subcontractor's notice, or such longer period of cure as Subcontractor may specify in such notice.

(d) Remedies upon termination:

(1) In the event of termination pursuant to subsection (b)(1), (b)(2) or (c), Subcontractor's sole remedy shall be a claim for the amount due for any work completed under this Agreement until the date of receipt of the notice of termination.

(2) In the event of termination pursuant to subsection (b)(3) or (b)(4), the County shall have any remedy available to it in law or equity. If it is determined for any reason that Subcontractor was not in default under subsection (b)(3) or (b)(4), then the rights and obligations of the parties shall be the same as if the Agreement was terminated pursuant to subsection (b)(1), (b)(2) or (c).

(e) Subcontractor's tender upon termination: Upon receiving a notice of termination of this Agreement, Subcontractor shall immediately cease all activities under this Agreement, unless the County expressly directs otherwise in such notice of termination. Upon termination of this Agreement, Subcontractor shall deliver to the County all documents, information, works-in-progress and other property that are or would be deliverables had the Agreement been completed. Upon the County's request, Subcontractor shall surrender to anyone the County

designates, all documents, research or objects or other tangible things needed to complete the work.

7. **Relationship of Parties:** It is understood and agreed between the parties that this Agreement is not intended to nor does it create an employment contract between the County, on the one hand, and the Subcontractor and any of its employees, on the other hand, nor does it create a joint relationship or partnership between the parties hereto. Neither Subcontractor nor its employees are entitled to benefits that the County provides for County employees. Subcontractor's relationship to the County is solely and exclusively that of an independent contractor. Except as specifically permitted in this Agreement, neither party shall incur any obligation or expense for or on behalf of the other party without the other party's prior written consent in each instance.

8. **Assignment:** Subcontractor shall not assign this Agreement or enter into subcontracts for any of the work described herein without the prior written consent of the County.

9. **Indemnification:** Subcontractor agrees to indemnify and hold harmless the County, its officers, agents and employees from and against any and all claims or demands whatsoever, including associated costs, expenses, and reasonable attorney's fees incurred on account thereof, that may be asserted for loss, damage, death, or injury to persons or property arising in any manner out of or incident to Subcontractor's performance or nonperformance of this Agreement.

10. **Warrant of Authority:** Each party to this Agreement warrants to the other that each has full authority to enter into this Agreement and to perform under its terms.

11. **Disputes:** Except as may be preempted by federal law, this Agreement is governed by the laws of the State of Illinois, without regard to its choice of law principles. Litigation of all disputes between the parties arising from or in connection with this Agreement shall be conducted in a court of competent jurisdiction in the County of Winnebago, State of Illinois.

12. **Compliance with laws:** Both parties hereto agree to comply with all applicable laws, statutes, regulations, rulings, or enactments of any governmental authority.

13. **Insurance:** Where Subcontractor requires the use of a vehicle in the performance of work under this Agreement, Subcontractor shall, at all time during the term hereof and at its own expense, keep in full force and effect automobile insurance, in amounts acceptable to the County, for property damage, bodily injury or death. Subcontractor shall provide the County with evidence of such insurance upon request.

Subcontractor agrees to maintain general liability insurance, or self-insurance, in the minimum amount of \$1,000,000 per claim or occurrence, \$3,000,000 aggregate, for its employees,

agents, and servants with an insurance carrier acceptable to the County. Client shall furnish the County, upon request, with a certificate of insurance or other written document reasonably satisfactory to the County as evidence of its insurance coverage in full force and effect.

14. **Notices:** All notices to the County in connection with this Agreement shall be sent to:

Domestic Violence Coordinated Courts  
Attn: Jessica Maveus  
400 W. State Street, Suite 215  
Rockford, IL 61101

All notices to Subcontractor in connection with this Agreement shall be sent to:

Remedies Renewing Lives  
Attn: Gary Halbach  
220 Easton Parkway  
Rockford, IL 61108

15. **Force Majeure:** Anything to the contrary notwithstanding, the parties to this Agreement shall not be liable, nor shall any credit or other remedy be extended, for the parties' failure, in whole or in part, to fulfill their obligations under this Agreement where such failure arises from or in connection with causes beyond the parties' control, including, but not limited to, acts of God, flood, extreme weather, fire or other natural calamity, terrorist attacks, any law, order, or regulation or action of any governmental entity or civil or military authority, power or utility failure, national emergencies, riots, wars, strikes, lock-outs, work stoppages, or other labor difficulties (each a "Force Majeure Event"). If a Force Majeure Event occurs during the term hereof, the parties shall be excused from performance hereunder.

16. **Entire Agreement:** This Agreement constitutes the sole, full and complete Agreement by and between the parties with regard to the subject matter of this Agreement. No amendments, changes, additions, deletions, or modifications to or of this Agreement shall be valid unless reduced to writing and countersigned by the parties. This Agreement supersedes and cancels any previous agreement, whether written or oral, entered into between the parties related to the subject matter hereof. All terms of this Agreement which by their nature have continuing effects shall survive the termination or expiration of this Agreement.

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

18. **Invalidity.** If any term, provision or condition contained in this Agreement is held to be invalid or unenforceable, to any extent, the remainder of this Agreement (or the

application of the term, provision or condition to persons or circumstances other than those in respect of which it is invalid or unenforceable) shall not be affected thereby, and each and every other term, provision and condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

19. **Headings:** The headings contained in this Agreement are inserted solely for convenience of reference and do not constitute a part of this Agreement, nor do they affect its meaning, construction or effect.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the date indicated above.

THE COUNTY OF WINNEBAGO

By: 

REMEDIES RENEWING LIVES

By: 

# **ZONING COMMITTEE**



**Attachment**  
**ZONING COMMITTEE**  
**OF THE COUNTY BOARD AGENDA**  
April 11, 2019

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

**PLANNING AND/OR ZONING REQUESTS:**

TO BE VOTED ON:

1. Z-17-18 A map amendment to rezone +/- 3.03 net acres from the AG, Agricultural Priority District to the RA, Rural Agricultural Residential District requested by Dennis Norup, property owner, for property that is commonly known as 42XX Centerville Road in Rockford Township.

PIN:           Part of PIN: 15-07-251-001

C.B. District: 1

Lesa Rating:    High

Consistent w/2030 LRMP – Future Map: NO

**ZBA RECOMMENDS: *MOTION TO APPROVE FAILED (2-3)* on 3/13/19**

(ZBA initially recommended *APPROVAL* (4-1) on 12/11/18)

**ZC RECOMMENDS: *DENIAL (0-6)***

TO BE LAID OVER: NONE

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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, **May 8, 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, **April 24, 2019**, at 5:00 p.m. in Room 303 of the County Administration Building.

# **OPERATIONS & ADMINISTRATIVE COMMITTEE**

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

Submitted by: Operations and Administrative Committee

2019 CR

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

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

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

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

Sec. 62-28. – Vehicle policy.

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

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

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

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

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

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

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

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

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

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

#### **(4) UTILIZATION OF COUNTY VEHICLES**

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

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

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

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

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

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

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

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

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

use if all of the tests below are met:

- a) For vehicles, **not** used for personal purposes:
  - The vehicle is owned or leased by the employer and is provided to the employee for use in the employer's business.
  - When not in use, the vehicle is kept on the employer's premises.
  - No employee using the vehicle lives at the employer's business premises.
  - The employer has a written policy prohibiting personal use, except for de minimis use (such as driving to lunch while out of office on business or stopping at a store located on the way home)
  - The employer reasonably believes the vehicle is not used for any personal use (other than de minimis).
- b) For vehicles **not** used for personal purposes other than commuting:
  - The vehicle is owned or leased by the employer and is provided for use in the employer's business.
  - For bona fide non-compensatory reasons, the employer requires the employee to commute to and/or from work in the vehicle.
  - The employer has established a written policy prohibiting the use other than commuting and de minimis use.
  - Where the employee is not a control employee, and the employer reasonably believes that, except for commuting and de minimis use no individual uses the vehicle for personal purposes. The employer accounts for the commuting use by including the commuting value in the employee's wages.

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

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

Eligible tax exceptions for County government are:

- 1) Clearly marked police vehicle if:
  - a. The employee must always be on call.
  - b. The employee must be required by the employer to use the vehicle for commuting.
  - c. The employer must prohibit personal use (other than for commuting) for travel outside of the officer's jurisdiction.
  - d. It is readily apparent, by words or painted insignia, that the vehicle is a public safety vehicle. A marking on a license plate is not a clear marking for this purpose.
- 2) Unmarked law enforcement vehicles are qualified non-personal use vehicles only if the following apply:
  - a. The employer must officially authorize personal use.
  - b. Personal use must be incidental to use for law enforcement purposes; i.e., no vacation or recreational use.
  - c. The employer must be a governmental unit responsible for preventing or investigating crime.

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

#### **(5) REQUIREMENTS FOR DRIVING COUNTY OWNED OR LEASED VEHICLE**

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

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

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

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

**ELECTED OFFICIALS AND DEPARTMENT HEADS shall:**

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

**EMPLOYEES shall:**

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



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

## **UTILIZATION OF COUNTY VEHICLES**

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

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

### **(6) VEHICLE INVENTORY**

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

### **(7) VEHICLE MAINTAINANCE**

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

Employee should contact his/her department or Purchasing Department if a major breakdown occurs on

the road, i.e., blown engine or transmission failure, for assistance and repair instructions. The local tow service contracted by the County is to be instructed to tow vehicle to the original department location, Highway Department or to the appropriate repair facility. If a breakdown occurs outside of the County after business hours, on holidays or weekends contact a reputable local towing company and have the vehicle towed to a secured facility. Employee shall inform their home department or Purchasing Department the next business day so arrangements can be made to move the vehicle to begin repairs.

#### **(8) REPORTING VEHICLE ACCIDENT OR INCIDENT**

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

#### **(9) PROCEDURE FOR REPORTING VEHICLE ACCIDENT OR INCIDENT**

- 1) Stop immediately and take steps to prevent another accident at the scene.
- 2) Life Safety Takes Priority. Obtain emergency medical care at the closest medical facility.
  - a. In the event of personal injury, workers' compensation forms are to be completed and submitted as required by the Workers' Compensation Policy
  - b. Workers' compensations forms must be filed timely to obtain medical care
- 3) Contact local law enforcement. All property damage and/or personal injury accident or incident shall be investigated by law enforcement. A police report is required regardless of severity of accident or incident.
  - a. Obtain as much information about the accident as possible, (i.e., name and addresses of witnesses, license number of vehicles involved, etc.)
  - b. Do not discuss the accident or give statement to anyone at the scene other than law enforcement
  - c. If possible, take photos of the damaged vehicle/property and submit them with the incident report. Do not take video of the accident scene as this is against the law.
- 4) Do not discuss fault, liability, or responsibility for the accident.
- 5) Do not agree to pay for anything or say that the County will take care of the cost or damage
- 6) Do not sign any papers.
- 7) Timely reporting of all vehicle accidents or incidents is mandatory. Contact Supervisor and Human Resources while at the scene, if possible.
- 8) Should an accident or incident occur outside of regular business hours leave a voice mail message for Human Resources at 815-319-4285.
- 9) Submit all vehicle accident or incident reports to Risk Management within 24 hours of occurrence.
- 10) Refer all questions regarding insurance to Human Resources.
- 11) Contact Purchasing Department (815-319-4380) to arrange for vehicle repair estimates.
- 12) County Sheriff and Highway Departments arrange for own towing and repair estimates.

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

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

Distractions significantly affect the focus needed to operate a motor vehicle safely. According to the Insurance Institute for Highway Safety, distracted driving including the use of cell phones, PDAs, and other wireless mobile devices while driving makes the driver four times more likely to be involved in

an injury causing accident.

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

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

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

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

#### **(11) DISCIPLINARY ACTION**

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

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

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

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

*This policy supersedes all previous vehicle policies. Provided, however, that if there are provisions in a collective bargaining agreement that conflict with the provisions of this policy as applied to an employee subject to that agreement, the agreement shall control.*

**(12) POLICY REVIEW**

County Administration and Human Resources shall review the County Owned or Lease Vehicle Use policy as needed, and is subject to change at any time. The policy is located on the County's internet site-Employee Resource Center under forms/manuals/policies. Elected Officials and Department Heads are encouraged to review this policy with their staff annually.

**EXHIBITS**

Exhibit A: County Owned Vehicle Use Authorization Form

Respectfully Submitted,  
**OPERATIONS & ADMINISTRATIVE COMMITTEE**

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

**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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**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

Sponsored by: Keith McDonald, Chairman

COUNTY BOARD MEETING  
March 14, 2019

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

Submitted by: Operations and Administrative Committee

2019 CR

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

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

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

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

Sec. 62-28. – Vehicle policy.

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

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

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

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

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

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

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

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

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

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

#### **(4) UTILIZATION OF COUNTY VEHICLES**

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

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

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

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

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

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

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

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

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



use if all of the tests below are met:

- a) For vehicles, **not** used for personal purposes:
  - The vehicle is owned or leased by the employer and is provided to the employee for use in the employer's business.
  - When not in use, the vehicle is kept on the employer's premises.
  - No employee using the vehicle lives at the employer's business premises.
  - The employer has a written policy prohibiting personal use, except for de minimis use (such as driving to lunch while out of office on business or stopping at a store located on the way home)
  - The employer reasonably believes the vehicle is not used for any personal use (other than de minimis).
- b) For vehicles **not** used for personal purposes other than commuting:
  - The vehicle is owned or leased by the employer and is provided for use in the employer's business.
  - For bona fide non-compensatory reasons, the employer requires the employee to commute to and/or from work in the vehicle.
  - The employer has established a written policy prohibiting the use other than commuting and de minimis use.
  - Where the employee is not a control employee, and the employer reasonably believes that, except for commuting and de minimis use no individual uses the vehicle for personal purposes. The employer accounts for the commuting use by including the commuting value in the employee's wages.

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

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

Eligible tax exceptions for County government are:

- 1) Clearly marked police vehicle if:
  - a. The employee must always be on call.
  - b. The employee must be required by the employer to use the vehicle for commuting.
  - c. The employer must prohibit personal use (other than for commuting) for travel outside of the officer's jurisdiction.
  - d. It is readily apparent, by words or painted insignia, that the vehicle is a public safety vehicle. A marking on a license plate is not a clear marking for this purpose.
- 2) Unmarked law enforcement vehicles are qualified non-personal use vehicles only if the following apply:
  - a. The employer must officially authorize personal use.
  - b. Personal use must be incidental to use for law enforcement purposes; i.e., no vacation or recreational use.
  - c. The employer must be a governmental unit responsible for preventing or investigating crime.

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

#### **(5) REQUIREMENTS FOR DRIVING COUNTY OWNED OR LEASED VEHICLE**

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

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

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

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

**ELECTED OFFICIALS AND DEPARTMENT HEADS shall:**

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

**EMPLOYEES shall:**

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

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

#### **UTILIZATION OF COUNTY VEHICLES**

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

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

#### **(6) VEHICLE INVENTORY**

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

#### **(7) VEHICLE MAINTAINANCE**

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

Employee should contact his/her department or Purchasing Department if a major breakdown occurs on

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

#### **(8) REPORTING VEHICLE ACCIDENT OR INCIDENT**

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

#### **(9) PROCEDURE FOR REPORTING VEHICLE ACCIDENT OR INCIDENT**

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

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EXHIBITS

Exhibit A: County Owned Vehicle Use Authorization Form

Respectfully Submitted,

OPERATIONS & ADMINISTRATIVE COMMITTEE

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

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day of 2019.

AGREE

DISAGREE

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KEITH MCDONALD, CHAIRMAN

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JEAN CROSBY

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PAUL ARENA

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**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



# **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  
Operations and Administrative Committee

2019-CR-

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#### **RESOLUTION AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL COOPERATION AGREEMENT FOR POLICE SERVICES WITH THE VILLAGE OF MACHESNEY PARK, ILLINOIS**

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**WHEREAS**, the Village of Machesney Park is a non-home rule unit of local government within the State of Illinois; and

**WHEREAS**, the County of Winnebago is a body politic and corporate within the State of Illinois; and

**WHEREAS**, the Village of Machesney Park currently contracts with the County of Winnebago for police protection and law enforcement services within the Village of Machesney Park; and

**WHEREAS**, pursuant to Section 10, Article VII of the 1970 Illinois Constitution and 5 ILCS 220/1 et seq., units of local government are authorized to enter into intergovernmental cooperation agreements of this nature; and

**WHEREAS**, the Village of Machesney Park has indicated its desire to extend the afore- said contract, under similar terms and conditions; and

**WHEREAS**, the Winnebago County Sheriff has expressed his willingness to continue to contract with the Village of Machesney Park to provide an enhanced level of law enforcement services to the Village.

**NOW, THEREFORE, BE IT RESOLVED**, by the County Board of the County of Winnebago, Illinois, that the Chairman of the County Board is hereby authorized and directed to execute, on behalf of the County of Winnebago, an Intergovernmental Cooperation Agreement for law enforcement services and police protection with the Village of Machesney Park, Illinois.

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

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

**BE IT FURTHER RESOLVED**, that the Clerk of the County Board is hereby directed to prepare and deliver certified copies of this Resolution to the President of the Village Board of Trustees of Machesney Park, Illinois, the Winnebago County Sheriff, the Winnebago County Treasurer, the Winnebago County Administrator and the Winnebago County Auditor.

Respectfully Submitted,  
**OPERATIONS & ADMINISTRATIVE  
COMMITTEE**

**AGREE**

**DISAGREE**

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KEITH McDONALD, CHAIRMAN

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KEITH McDONALD, 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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JEAN CROSBY

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JEAN CROSBY

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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

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 April, 2019.

\_\_\_\_\_  
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

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

THIS AGREEMENT is made by and between the County of Winnebago, a body politic and corporate, and the Winnebago County Sheriff, hereinafter collectively referred to as the "County", and the Village of Machesney Park, a non-home rule unit of local government, hereinafter referred to as the "Village", WITNESSETH;

WHEREAS, the County has furnished police protection and law enforcement services to the Village both prior to, and subsequent to, the incorporation of the Village; and

WHEREAS, the Village desires to extend its contract (subject to the two-year termination notice given by letter dated April 17, 2018) with the County for the furnishing of police protection and law enforcement services within the Village; and

WHEREAS, the County desires to extend the police services contract with the Village; and

WHEREAS, intergovernmental cooperation agreements of this nature are authorized pursuant to Section 10, Article VII of the 1970 Illinois Constitution and the authority granted by the Intergovernmental Cooperation Act (5 ILCS 220/1, et seq.).

NOW THEREFORE, in consideration of the mutual promises and covenants provided herein, the County and the Village hereby agree as follows:

I. The County shall furnish, supply, and provide the Village with general police protection and law enforcement services under the following guidelines:

A. The general police protection and law enforcement services provided herein to the Village shall, unless specifically provided otherwise, consist only of that type of police protection and law enforcement services within the jurisdiction of and customarily afforded by the Sheriff as authorized by prevailing law.

B. The County shall furnish, supply, and provide the Village with all police personnel, supervision, equipment, communications facilities and supplies necessary to effectively maintain the level of police protection and law enforcement services to be rendered herein, all of which shall be from personnel, services, and facilities available to and customarily used by the Sheriff.

C. The County shall provide the necessary supportive police services and equipment required herein, but only from sources and facilities available to and customarily used by the Sheriff.

D. The Sheriff shall prepare and present to the Village monthly reports of all police activities occurring in said Village and shall include upon request with said monthly reports a copy of all case reports applicable to such activities; provided that any such records shall be of the type and style customarily prepared and maintained by the Sheriff.

E. The services provided herein shall include, but shall not be limited to: traffic enforcement, license inspection and enforcement, and ordinance enforcement.

F. The Village may request the County furnish additional police services at additional cost.

G. All County personnel assigned to provide the police protection and law enforcement services contemplated by this Agreement shall, when applicable, issue traffic citations under the ordinances of the Village, and shall otherwise enforce all other criminal statutes and County ordinances, or local ordinances, for acts occurring in the Village; provided that said personnel shall enforce all said laws in a manner consistent with the customary practices and procedures adopted by the Sheriff. All said violations shall be prosecuted in that Court having jurisdiction and all revenue from Court actions arising out of such prosecutions, as provided by law, shall be the property of said Village.

II. All County personnel assigned to provide the police protection and law enforcement services herein shall be members of the Winnebago County Sheriff's Department and shall operate under the general supervision of the Winnebago County Sheriff under the following guidelines:

A. The County personnel assigned herein for the purpose of performing their required services, and so as to give official status to their actions, shall be deemed to be agents of the Village.

B. No County personnel shall have, by reason of their assignment to the Village, any pension, civil service, or other employment status, rights, or benefits from the Village.

III. During the term of this contract, there shall be **twenty-six (26) sworn officers** and **one (1) secretary** assigned to the Village pursuant to the terms of this Agreement. The officers shall consist of **twenty (20) patrol officers, two (2) School Resource Officers, three (3) detectives, one (1) 50% Sergeant** whereby at least fifty percent (50%) of the Sergeant's duties shall pertain directly to the Village law enforcement services, and **one (1) Machesney Park Division Supervisor** (currently ranked Lieutenant).

Eight (8) of the aforesaid twenty (20) patrol officers assigned by the Winnebago County Sheriff to the Village of Machesney Park area pursuant to this Agreement shall be within the entry level classification for new officers with the Winnebago County Sheriff's Department. All of the other officers assigned by the Winnebago County Sheriff to the Village of Machesney Park pursuant to this Agreement shall have a minimum of three (3) years active experience with the Winnebago County Sheriff's Department; unless otherwise mutually agreed to by the Sheriff and the President of the Village Board of Machesney Park, Illinois, after the President receives approval of the Village Board.

IV. Notwithstanding anything herein to the contrary, the Sheriff shall retain control over all matters incidental to the performance of the police protection and law enforcement services provided for herein, including, but not limited to, the personnel assigned, the methods of rendering such services, the level of standards of performance, the 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 Village undertake to direct any of the assigned personnel as to matters incidental to the performance of police protection and law enforcement services. With regard to personnel assigned to the Village, the County agrees that the use of officers outside of the Village shall be limited to bona fide and necessary: emergency situations, mutual aid situations, and back-up.

V. The Village agrees to hold the County harmless from any suit or claim brought by a person or entity not a party to this Agreement, and to reimburse the County for any and all damages, judgments or monies, including attorney's fees and costs of litigation, paid in good faith to a person or entity not a party to this Agreement, arising out of the performance or non-performance of Village personnel working under this Agreement who are not County personnel assigned herein for the purpose of performing their required services. The Village shall not be required to provide worker's compensation insurance or worker's compensation benefits to the officers assigned to the Village nor shall the Village be required to provide general liability or police liability insurance except as provided hereafter. The Village shall be responsible for paying a pro rata share of the County's Law Enforcement Liability insurance premium which, based on the number of deputies provided to the Village, is \$36,600. This amount shall be included in the Budget as provided in Exhibit A.



VI. The County agrees to hold the Village harmless from any suit or claim brought by a person or entity not a party to this Agreement, and to reimburse the Village for any and all damages, judgments or monies, including attorney's fees and costs of litigation, paid in good faith to a person or entity not a party to this Agreement, arising out of the performance or non-performance of County personnel working under this Agreement. The County shall have no obligation to pay attorney's fees incurred by the Village in excess of \$20,000 to dismiss the Village from any suit filed by a third party pursuant to this Paragraph VI.

VII. The County agrees to keep in force during the term of this Agreement, to satisfaction of the Village, public liability insurance and automobile liability insurance covering bodily injury and property damage or self-insurance reserves that are sufficient to fulfill all of the County's obligations under the terms of this Agreement, and worker's compensation and related insurance coverage at amounts required by statute. The Village shall repair or replace, at its sole option, any automobiles purchased by the Village for use under the terms of this Agreement when said vehicle suffers damage while in control of an officer performing duties under the terms of this Agreement.

VIII. The Village will cooperate in providing space for a substation to the Winnebago County Sheriff's Department at the Village Hall located in Machesney Park, Illinois. Vehicles assigned to the Village of Machesney Park shall bear an insignia of the Machesney Park Division of the Winnebago County Sheriff's Office.

IX. The County and the Sheriff, and their officers and employees, shall not be deemed to assume any liability for the contractual or tortuous acts of the Village, its officers, agents, or employees. The term "agent" in this Paragraph IX shall not include County Deputies as defined in Paragraph IIA above.

X. The Village shall compensate the County for the services rendered hereunder by paying to the County the sum of **\$3,609,415.13**, said sum being more specifically identified in the Budget attached as Exhibit A, for the period from May 1, 2019 through April 30, 2020, payable as follows: **\$300,784.59** to be paid on the first day of each month. The costs reflect actual personnel costs, excluding the costs of replacing officers while at basic training school, or while on vacation, sick time, training days, or other authorized absences. Any reduction in personnel costs associated with Military service shall be credited to the Village.

The parties agree that during the month of October for the upcoming calendar year covered by this agreement, members of the Sheriff's Department and members of the administration of the Village of Machesney Park shall meet, in good faith, to negotiate a mutually agreeable maximum number of uniformed patrol deputy vacancies (not including the detectives, commander of the Machesney Park Division, any civilian Sheriff's employees and all school resource officers) that will be the subject of the bidding process provided for in the collective bargaining agreement and filled during that upcoming calendar year.

There shall be an additional cost for the replacement of any officer who is assigned to the Machesney Park village 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 Village. The parties hereto also agree that the consideration of the Village for this contract shall be adjusted whenever necessary, including retroactively, to reflect any actual increase or decrease in the personnel costs incurred by the County in its performance under this Agreement by reason of adjustments made to salaries and fringe benefits in response to changes made to the Fraternal Order of Police Lodge #50 contract between the County and its Deputy Sheriffs.

In addition to the monthly costs provided for above, the Village shall pay for the actual cost of any replacement vehicles which may be necessary (as determined by the mutual agreement of the Parties) for the performance of the obligations under this Agreement. Upon replacement of any vehicle, the Village shall be given the option of either receiving payment for such vehicles in the amount of the auction proceeds of the vehicle being replaced (if any), or receiving title for the vehicle being replaced (if any). Such replacement vehicles and equipment may be purchased by the County when it determines that it is cost effective to do so and the Village shall pay for such vehicles and equipment when they are delivered and placed into services, with the benefit of services to the Village, by the County.

XI. The County shall pay all compensation expenses of the personnel assigned to the Village hereunder unless otherwise provided. The parties hereto agree to abide by the requirements of Section 504 of the Federal Rehabilitation Act and will not discriminate on the basis of race, color, national origin, sex, religion, age, and handicapped status in employment or provision of service.

XII. The Village and the County agree that if the Harlem School District No. 122 and/or any other governmental body other than the County applies for and receives grant monies to be applied to police services in the Village, including, but not limited to, salary for a Resource Officer, such grant monies shall be paid directly to the Village to offset said salary or other expenses as is appropriate, under said grant.

XIII. The willful neglect, failure, or refusal by either party to perform any material provision of this Agreement shall give the other party the power to terminate this Agreement and seek compensation for damages suffered by reason of such breach.

XIV. The Village of Machesney Park shall prosecute all Village traffic tickets and Village ordinance violations, except in such cases as the parties hereto subsequently agree to prosecution by the State's Attorney of Winnebago County.

XV. The Village, pursuant to Village Code section 12.3801 et seq, has established an impound fee for seized or impounded vehicles. The impound fee is set at \$350 and is to be imposed pursuant to section 12.3803 of the Code. The Village and the County agree that the impound fee for vehicles impounded within the corporate limits of the Village shall be forwarded to the Village pursuant to the procedures established for said purpose. No additional impound (or other) fee shall be imposed by the County on such vehicles. Further, any other fines, fees, penalties, or miscellaneous revenues, generated by officers assigned to the Village, while performing their duties within the Village limits (and subject to diversion of said funds as provided by statute), shall belong to and ultimately shall be forwarded or tendered by any appropriate means to the Village.

XVI. This Agreement may be terminated by either party upon written notice of a termination date provided to the other party at least two (2) years prior to such termination. The Parties acknowledge that the Village, on April 17, 2018, gave the two-year notice of termination as provided hereunder to be effective April 30, 2020. Although certain modifications are made to the current Agreement, the Parties acknowledge that Amended Agreement between the Village and County shall terminate on April 30, 2020, unless a new Agreement is negotiated between the parties prior to that date.

XVII. This Agreement shall be effective as of the first day of May 2019, upon its approval by the County Board, the Sheriff of Winnebago County, Illinois, and the Village Board of Machesney Park, Illinois.

XVIII. This Agreement replaces and supersedes any previous intergovernmental Cooperation Agreement for Police Services entered into by and between the County and the Village.

IN WITNESS WHEREOF, the County of Winnebago, by Resolution duly adopted by the County Board, caused this Agreement to be signed by its Chairman and attested by its Clerk on this \_\_\_\_ day of \_\_\_\_\_, 2019.

IN WITNESS WHEREOF, the Village of Machesney Park, by Resolution adopted by the Village Board, caused this Agreement to be signed by its President and attested by its Clerk on this \_\_\_\_ day of May, 2019.

THE COUNTY OF WINNEBAGO

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

WINNEBAGO COUNTY SHERIFF

BY: \_\_\_\_\_  
Gary Caruana  
Sheriff, Winnebago County

VILLAGE OF MACHESNEY PARK

BY: \_\_\_\_\_  
President of the Board of Trustees  
Village of Machesney Park, Illinois

ATTEST:

\_\_\_\_\_  
Lori J. Mitchell, Village Clerk for the  
Village of Machesney Park, Illinois

**EXHIBIT A**  
**INTERGOVERNMENTAL COOPERATION AGREEMENT FOR POLICE SERVICES**  
**MAY 1, 2019 THRU APRIL 30, 2020**

	<b><u>Budget FY 2018-2019</u></b>	<b><u># sworn officers</u></b>	<b><u>Budget FY 2019-2020</u></b>	<b><u># sworn officers</u></b>	<b><u>Budget vs Budget Difference</u></b>	<b><u>Percentage Difference</u></b>
Lieutenant	\$ 181,599.11	1	\$ 182,093.46	1	\$ 494.35	0.27%
Sergeant	\$ 86,627.35	50%	\$ 88,182.57	50%	\$ 1,555.22	1.80%
Detective	\$ 483,272.78	3	\$ 487,185.43	3	\$ 3,912.65	0.81%
School Resource Officer	\$ 238,918.79	2	\$ 241,093.46	2	\$ 2,174.67	0.91%
Patrol Officers	\$ 1,367,466.15	12	\$ 1,392,716.56	12	\$ 25,250.41	1.85%
Entry Officers	\$ 715,634.48	8	\$ 726,874.35	8	\$ 11,239.87	1.57%
Secretary	\$ 39,583.91		\$ 38,315.61		\$ (1,268.30)	-3.20%
Night Differential - 12 @ .75/hr	\$ 19,710.00		\$ 19,710.00		\$ -	0.00%
Overtime	\$ 93,500.00		\$ 93,500.00		\$ -	0.00%
<b>Total Pay and Benefit Costs</b>	<b>\$ 3,226,312.57</b>		<b>\$ 3,269,671.44</b>		<b>\$ 43,358.87</b>	<b>1.34%</b>
<b># of sworn officers</b>		<b>26.50</b>		<b>26.50</b>		
Fuel/Car Washes	\$ 57,137.28		\$ 62,560.00		\$ 5,422.72	9.49%
<b>Total Maintenance Costs</b>	<b>\$ 57,137.28</b>		<b>\$ 62,560.00</b>		<b>\$ 5,422.72</b>	<b>9.49%</b>
911 Dispatch**	\$ 157,563.25		\$ 157,563.25		\$ -	0.00%
Records Costs	\$ 70,156.44		\$ 70,156.44		\$ -	0.00%
County Law Enforcement Liab*	\$ 36,600.00		\$ 36,600.00		\$ -	100.00%
Report Forms	\$ 800.00		\$ 800.00		\$ -	0.00%
MDT Alert Service	\$ 4,524.00		\$ 4,524.00		\$ -	0.00%
Cruiser Maintenance Fee	\$ 1,300.00		\$ 1,300.00		\$ -	0.00%
Verizon Network Cards	\$ 6,240.00		\$ 6,240.00		\$ -	0.00%
<b>Total Misc. Costs</b>	<b>\$277,183.69</b>		<b>\$277,183.69</b>		<b>\$0.00</b>	<b>0.00%</b>
<b>Total Fiscal Year Budget</b>	<b>\$3,560,633.54</b>		<b>\$3,609,415.13</b>		<b>\$48,781.59</b>	<b>1.37%</b>
<b>Total FY Budget Monthly Cost</b>	<b>\$296,719.46</b>		<b>\$300,784.59</b>			

\*Total premium for 122 County sworn officers \$168,527; Village has 26.50 sworn officers = 21.72% of premium

\*\* 911 Dispatch cost is included, however, will be adjusted once the new 911 IGA is approved.

NOTES: FOP CBA expires on 9/30/19, so no increases were calculated after that date.

AFSCME expired on 9/30/17, so no increases were calculated for Secretary or Records.

**PERSONNEL &  
POLICIES  
COMMITTEE**

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

Submitted by: Personnel and Policies Committee

2019 CR

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**RESOLUTION AUTHORIZING THE CHAIRMAN OF THE WINNEBAGO  
COUNTY BOARD TO EXTEND AN AGREEMENT FOR CONSULTING SERVICES  
AT RIVER BLUFF NURSING HOME**

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**WHEREAS,** River Bluff Nursing Home is in need of professional consulting services; and,

**WHEREAS,** qualifications and rates have been obtained from Generations Healthcare Network, an Illinois based firm that specializes in consulting services for nursing homes; and,

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

**WHEREAS,** the Operations & Administrative Committee of the County Board for the County of Winnebago, Illinois has reviewed Generations Healthcare Network agreement; and

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

**70500 43190**

**NOW, THEREFORE, BE IT RESOLVED,** by the County Board of the County of Winnebago, Illinois that the Chairman of the Winnebago County Board to extend an agreement on behalf of the County of Winnebago with Generations Healthcare Network, 6840 N. Lincoln Avenue, Lincolnwood, Illinois, 60712.

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

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



Respectfully Submitted,  
**PERSONNEL AND POLICIES COMMITTEE**

**AGREE**

**DISAGREE**

\_\_\_\_\_  
DAVE FIDUCCIA, CHAIRMAN

\_\_\_\_\_  
DAVE FIDUCCIA, CHAIRMAN

\_\_\_\_\_  
DAVE BOOMER

\_\_\_\_\_  
DAVE BOOMER

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ANGIE GORAL

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ANGIE GORAL

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JOE HOFFMAN

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

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DAVE KELLEY

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DAVE KELLEY

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DOROTHY REDD

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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 \_\_\_\_\_ 2019.

ATTESTED BY:

\_\_\_\_\_  
**LORI GUMMOW**

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

\_\_\_\_\_  
**FRANK HANEY**

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

### CONSULTATION AGREEMENT

**THIS CONSULTATION AGREEMENT (“Agreement”)** is made and entered into as of April 14, 2019 by and between **COUNTY OF WINNEBAGO, ILLINOIS** (hereinafter “**Operator**”) and **GENERATIONS HEALTH CARE NETWORK, LLC**, an Illinois limited liability company (hereinafter “**Consultant**”).

### WITNESSETH

**WHEREAS**, Operator is the owner of a long term care facility commonly known as River Bluff Nursing Home (hereinafter the “**Facility**”) located at 4401 North Main Street, Rockford, Illinois, and commonly known as **FACILITY ADDRESS** (hereinafter the “**Premises**”); and

**WHEREAS**, Consultant is an independent contractor in the business of providing consultation and other services to long term care facilities; and

**WHEREAS**, Operator desires to engage Consultant to provide consultation services to Operator regarding the operation and maintenance of the Facility and the Premises; and

**NOW, THEREFORE**, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Recitals.** The recitals set forth above are hereby incorporated and made a part of this Agreement by this reference.
2. **Engagement of Consultant.** Operator hereby retains Consultant to provide Consulting Services, as hereinafter defined, regarding the operation of the Facility and maintenance of the Premises on the terms and conditions as are hereinafter set forth and Consultant accepts the aforesaid retention.
3. **Consulting Services.** Final decision-making authority for the Facility rests with the Winnebago County Board. Subject to said authority, Consultant shall provide Operator the following consulting services (hereinbefore and hereinafter collectively “**Consulting Services**”):
  - a) Consult with the Operator or its designee, and make recommendations when deemed appropriate, regarding the operation of the Facility;
  - b) Consult with the Operator or its designee, and make recommendations when deemed appropriate, regarding the maintenance of the Premises, including, but not limited to, planning, provision and procurement of repairs, replacements and additions;
  - c) Consult with the Operator and its management staff regarding the purchase of supplies, equipment and services necessary for the operation of the Facility and maintenance of the Premises;

- d) Consult with the Operator or its designee regarding the Operator's supervision of its professional and non-professional employees;
  - e) Consult with the Operator or its designee, and make recommendations when deemed appropriate, regarding hiring criteria, termination criteria, job classification, compensation levels, employment contracts, benefit programs, and working conditions relative to the Operator's employees at the Facility;
  - f) Consult with Operator or its designee and the Winnebago County State's Attorney's Office relative to union matters, pending or threatened litigation, regulatory issues, contracts, and all other legal matters related to the Facility. Use of outside counsel will require the approval of the Winnebago County State's Attorney and the County Board;
  - g) Consult with the Operator or its designee regarding the Operator's accounts receivable, accounts payable, payroll requirements, tax reporting requirements, and governmental compliance requirements, and assist Operator with the creation of policies and procedures for the sound fiscal management of the Facility;
  - h) Consult with the Operator or its designee, and make recommendations when deemed appropriate, regarding its provision of goods and services;
  - i) Consult with Operator or its designee, and make recommendations when deemed appropriate, regarding negotiations with vendors, and its contracts for the purchased of goods and services;
  - j) Consult with Operator or its designee regarding Operator's books of account, accounting records, operating statements, profit and loss statements, and data preparation for the Operator's accountants and tax return and audit preparation;
  - k) Provide such other consultation services as the Operator may reasonably request; and
  - l) Notwithstanding anything hereinabove or hereinafter set forth, Consultant shall have no duty or obligation, whatsoever, including, but not limited to providing consultant services regarding the care or welfare of specific residents at the Facility.
  - m) Notwithstanding anything to the contrary contained elsewhere herein, the Operator shall not be subject to the direction and/or control of the Consultant and shall not be obligated to follow any recommendation of the Consultant.
4. **Duties of the Operator.** The Operator is solely responsible for the residents, the care of the residents, the operation of the Facility and maintenance of the Facility. The Operator shall, at all times and in all matters, exercise care and due diligence and comply with all applicable laws, regulations and professional standards and ethics in the operation of the Facility, maintenance of the Premises, and employment of its personnel. All debts and liabilities of, or related to, the Facility and the Premises to any person or entity are and shall be the sole responsibility of the Operator, and shall be payable solely by the Operator.

5. **Consultant an Independent Contractor.** The parties agree that Consultant is an independent contractor and shall provide its Consulting Services, hereunder, solely as an independent contractor. No provision of this Agreement shall be construed to create between the parties the relationship of a partnership, joint venture, principal and agent, or employer and employee. Rather, at all times hereunder, the functions of the Consultant shall be performed in its capacity as an independent contractor. Neither party is granted any right or authority to assume or to create any obligation or responsibility, express or implied, on behalf of or in the name of the other party.

Notwithstanding anything to the contrary contained elsewhere herein, the parties hereto mutually acknowledge and agree each with the other that Consultant is an independent contractor and not an employee of Facility, and that Facility does not, and shall not, under any circumstances of any nature whatsoever, have any power, right and/or authority to:

- A.) issue assignments, schedule work, set quotas or time requirements for Contractor;
- B.) require Consultant to follow a routine work schedule;
- C.) require Consultant to report to a specific location and/or at regular intervals;
- D.) require Consultant to perform services a specific number of hours per day or per week;
- E.) require Consultant to keep and/or deliver to Facility a record of his/her time;
- F.) change the methods used by Consultant in performing his/her services;
- G.) have the right to appoint Consultant's supervisor, or otherwise to supervise, direct and/or control Consultant's work or performance in any manner whatsoever;
- H.) other than in accordance with this Agreement, prevent or prohibit Consultant from delegating the performance of his/her duties hereunder;
- I.) pay Consultant a regular salary;
- J.) pay Consultant pensions, bonuses, vacation, holiday or sick pay, and/or provide Contractor any "benefit(s)" it routinely provides its employees;
- K.) pay or reimburse the Consultant's state license and/or registration fee, if any;
- L.) except as otherwise specifically set forth herein, if at all, reimburse Consultant for expenses incurred;
- M.) carry Workmen's Compensation insurance and/or provide health, life and/or disability insurance for Consultant;
- N.) deduct Social Security tax from Consultant's compensation;
- O.) report Consultant's income to the I.R.S. on Form W-2, but rather on Form 1099;
- P.) bond Consultant;
- Q.) furnish Consultant with materials, supplies, tools or equipment;

- (R.) furnish Consultant with transportation, business cards or expense account;
  - S.) other than in accordance with the non-competition terms of this Agreement, restrict Consultant regarding the terms and conditions of his/her sale of his/her services or choice of "customers";
  - T.) other than in accordance with the non-competition terms of this Agreement, assign or limit the territory in which the Consultant performs his/her services;
  - U.) other than in accordance with the terms of this Agreement, have a right to terminate this Agreement;
  - V.) require Consultant's attendance at meetings or training courses;
  - W.) guarantee the service performed by Consultant; and/or
  - X.) evaluate Consultant's performance.
6. **Non-Conflict Provision.** The parties acknowledge and agree that the Consultant may provide its Consulting Services, of the same or similar nature, to other businesses, including, but not limited to, other long term care facilities, and also competitors of Operator, during the term of this Agreement. Operator hereby consents to the right of the Consultant to provide Consulting Services to other, as aforesaid, notwithstanding that the Consultant's other clients may directly or indirectly compete with Operator. Consultant shall notify Operator promptly should it provide similar services to any competitor of Operator providing long term care services.
7. **Indemnity.** Except as otherwise provided herein, Operator agrees at all times and its own expense to indemnify and hold Consultant, its legal representatives, heirs, successors, assigns, managers, members, officers, directors, partners, employees, agents and attorneys harmless from and against and in respect of any and all charges, claims, demands, causes, of action, inquiries, losses, judgments, decrees, damages, penalties, liabilities, obligations, costs and expenses of every kind and nature, whether or not groundless, including, without limitation, attorneys' fees and court cost, by reason of, based upon, relating to, in connection with or arising out of, directly or indirectly (i) any performance by Consultant of any and/or all Consulting Services hereunder, (ii) any breach of any obligation to any person to whom services are to be provided by the Facility, (iii) any provision of resident care, or failure to provide resident care, or (iv) any violation of any applicable law, regulation or mandatory ethical or professional standard. Consultant shall indemnify and hold harmless the Operator, its elected officials, employees and agents from and against all claims, damages, losses and expenses, including attorney's fees and court costs, arising out of, or in consequence of, any negligent or intentional act or omission of Consultant, its employees or agents.
8. **Compensation.** Operator shall pay the Consultant an annual fee ("***Fee***") as set forth on **Exhibit A** attached hereto and made a part hereof. It is contemplated by Operator that the Fee set forth on **Exhibit A** is the initial Fee which shall be paid by Operator in the first year of this Agreement and that each year on the anniversary date of this agreement throughout the term of this Agreement the Fee shall automatically be ratified and reaffirmed and re-adopted unless the parties hereto revise such fee upward or downward upon their mutual agreement.
9. **Reimbursement for Cost.** In addition to, and not as a part of its Fee, Consultant shall be entitled to reimbursement for all of Consultant's reasonable costs and expenses incurred in the performance of its

duties hereunder. This includes reimbursement for travel expenses at the agreed upon rate of sixty five cents (\$0.65) per mile. Operator shall not reimburse Consultant for the cost of food and lodging.

10. **Insurance.** Consultant acknowledges that the Operator is self-insured for liability at the Facility. Consultant shall maintain, at its own expense, except as otherwise provided, insurance coverage for Consultant, its employees, officers and independent contractors, in the minimum amounts specified below:

Worker's Compensation	Statutory
Employer's Liability	
A. Each Accident	\$1,000,000
B. Each Employee-disease	\$1,000,000
C. Policy Aggregate-disease	\$1,000,000
Commercial General Liability	
A. Per Occurrence	\$1,000,000
B. General Aggregate	
a. General Aggregate-per project	\$3,000,000
b. General Aggregate-products/ completed operations	\$1,000,000
Business Auto Liability	\$1,000,000
Professional Errors and Omissions	\$2,000,000

Operator shall reimburse Consultant up to \$20,000 per year for the cost of Professional Errors and Omissions coverage. All required insurance shall be maintained by Consultant in full force and effect during the life of this Agreement. Such coverage shall be placed with a responsible company acceptable to Operator, licensed to do business in the State of Illinois. Consultant shall provide Operator with proof of coverage upon request.

11. **Term.** The term of Agreement shall commence on the later of: (a) the date hereof, or (b) the date upon which Consultant first starts providing services at the Facility and will continue thereafter for the following calendar one (1) year, unless sooner terminated as set forth herein, and, upon County Board approval each year, may be renewed for up to three (3) additional one year renewal terms (the "***Term***").
12. **Termination.** Operator and Consultant hereby expressly acknowledged and agree that this Agreement may be terminated by either party for any reason upon sixty (60) days written notice to the other party. This Agreement may be terminated immediately for (i) fraud or misappropriation of funds; (ii) breach of this Agreement; (iii) the sale of the Facility to a third party unrelated to any of the parties hereto and in which neither the parties hereto nor their principals (or their principals heirs) have any investment interest, ownership interest; (iv) the lease of the Facility to a third party unrelated to any of the parties hereto and in which neither the parties hereto nor their principals (or their principals heirs) have any investment, ownership interest or management interest; or (v) the mutual consent of both parties hereto evidenced by a written instrument executed by both parties.
13. **Waiver.** The waiver by Operator or Consultant of any breach of any term, covenant or condition of this Agreement shall not be deemed to be a waiver of any prior or subsequent breach of such term, covenant or condition or of any breach of any term, covenant or condition of this Agreement.

14. **Notices.** Unless otherwise designated to the other by written notice given in the manner stated below, all notices given hereunder shall be in writing and shall be deemed to have been given when delivered personally, by overnight courier service or deposited in the United States mail, postage prepaid, certified or registered, return receipt requested, addressed as follows:

If to Operator: Winnebago County, Illinois  
404 Elm Street  
Rockford, Illinois 61101  
Attention: County Administrator

If to Consultant: Generations Health Care Network  
6840 N. Lincoln Ave.  
Lincolnwood, IL 60712  
Attention: Bryan G. Barrish

15. **Attorneys' Fees.** If an action shall be brought to recover any compensation or reimbursement due under this Agreement, for or on account of any breach of this Agreement or to enforce or interpret any of the terms, covenants or conditions of this Agreement, the prevailing party shall be entitled to receive reasonable attorneys' fees from the other party.
16. **Further Actions.** The parties hereto agree to take such additional actions to execute, file or record any and all such additional documents or instruments as may be necessary or desirable in order to carry out the intents and purposes of this Agreement.
17. **Severability.** In the event any court, administrative agency or other governmental entity with jurisdiction and authority to interpret this Agreement or any portion hereof or to otherwise control any performance hereunder determines that any term or combination of terms is invalid or unenforceable, such term or terms shall be construed in such a way as to accomplish the apparent purpose of such term or terms and this Agreement to the greatest extent possible. If, notwithstanding the intentions and directions of the parties hereto which are set forth herein, any such court, administrative agency or other governmental entity finds any term or combination of terms to be invalid or unenforceable under applicable law, such determination shall not affect, impair or render invalid or unenforceable the remainder of this Agreement nor any other clause, phrase, provision or portion hereof.
18. **Confidentiality.** Consultant and Operator agree to keep the terms and conditions of this Consultation Agreement, and all documents and agreements related thereto, secret and confidential and not disclose the same without the prior written consent of the other party hereto, except as may be required by law (including the Illinois Freedom of Information Act), court rule and/or an order of court of competent jurisdiction, provided that prior to any such disclosure, and as soon as practicable after receipt of a court order, if applicable, the requested party shall provide sufficient notice to the other party so that it has an opportunity to object to the disclosure.

19. **Binding Effect.** Each of the respective provisions of this Agreement shall be binding upon and shall inure to the benefit of each of the parties and their respective legal representatives, heirs, successors, assigns, partners, shareholders directors, members, managers, officers, employees and agents.
20. **Pronouns and Headings.** As used herein, all pronouns shall include the masculine, feminine, neuter, singular and plural thereof wherever the context and facts require such construction. The headings, titles and subtitles herein are inserted for convenience of reference only and are not to be construed as part of this Agreement or as in way defining, limiting, or amplifying its provisions.
21. **Governing Law.** This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Illinois. Venue shall be in the Circuit Court of Winnebago County.
22. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties and may not be amended or modified except by an instrument in writing signed by all of the parties to this Agreement.
23. **Counterparts.** This Agreement may be executed in any number of counterparts, all of which shall be considered but one and the same agreement, and shall become effective when one or more counterparts have been executed by each of the parties. A facsimile copy or photocopy of this Agreement, containing facsimile copies or photocopies of the signatures or initials of any party shall be deemed sufficient evidence of the party's action or intent and shall be binding upon the party.

**IN WITNESS WHEREOF,** the parties hereto have executed this Agreement as of the date first above written.

**OPERATOR:**

COUNTY OF WINNEBAGO, ILLINOIS

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

**CONSULTANT:**

GENERATIONS HEALTHCARE NETWORK, LLC

\_\_\_\_\_  
By: One of its Managers

Attested by:

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



## **EXHIBIT A**

Pursuant to Paragraph 8 of the Consultation Agreement between Operator and Consultant, Operator agrees to pay Consultant as a consulting fee for the consulting services rendered by Consultant at 5% of Residential Income, plus Ancillary Fees, minus Contractual Allowances.

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

**SUBMITTED BY: PERSONNEL AND POLICIES COMMITTEE**

2019 CO \_\_\_\_\_

**AN ORDINANCE AMENDING SECTIONS OF CHAPTER 2 OF THE COUNTY  
CODE OF ORDINANCES**

WHEREAS, Chapter 2 of the County Code of Ordinances, Article II, Section 2 sets forth various criteria for the County Board Chairman ; and

WHEREAS, the County wishes to amend certain sections of Chapter 2, Article II, of the County Code of Ordinances.

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

**DIVISION 2. - CHAIRMAN**

**Sec. 2-46. - Creation of office.**

The county board chairman shall be elected by the voters of the county and shall serve a four-year term commencing on the first Monday of the month following the month of his election and continuing until his successor is elected and qualified.

(Ord. No. 92-CO-79, § 7(2-168), 11-24-92)

**Sec. 2-47. - Membership on county board.**

The county board chairman shall ~~preside at~~ convene all regular and special meetings of the county board but shall not be a member of the county board and shall not vote on any questions before the county board except to break a tie.

(Ord. No. 92-CO-79, § 7(2-169), 11-24-92)

Sec. 2-48. - Action on ordinances and resolutions.

Any ordinance, resolution or motion approved by the county board shall be presented to the chairman before it becomes effective. If the chairman approves such ordinance, resolution or motion, he shall sign it and it shall become law on the date prescribed. If the chairman does not approve the ordinance, resolution or motion, he shall return it to the board within ~~15~~ 10 business days with his objections and the board shall proceed to reconsider the matter at its next meeting to be held within 30 business days of the board's receipt of the chairman's objections. If after such reconsideration, a majority of the members of the board pass such ordinance, resolution or motion, it shall become effective on the date prescribed but not earlier than the date of passage following the reconsideration. If any ordinance, resolution or motion is not returned by the chairman to the board within ~~15~~ 10 business days after it had been presented to him, it shall become effective at the end of the tenth day.

(Ord. No. 92-CO-79, § 7(2-170), 11-24-92; Ord. No. 2018-CO-075, 6-28-18)

Sec. 2-49. - Duties.

~~The county board chairman shall be responsible for the effective administration of all governmental affairs of the county which may properly be placed in his charge.~~ The county board chairman shall oversee development of short and long range planning goals and objectives for the county. The county board chairman shall ensure conformance to and enforcement of ordinances, resolutions, policies, rules and regulations of the county; and, in addition to the duties and responsibilities set forth in the "Counties Code" (55 ILCS 5/1-1001 et seq., 1992, as amended), he shall be responsible for the following:

(a) *Administrative responsibilities.*

- (1) Appoint, with the advice and consent of the county board, those positions as required by the laws of the state ~~as well as the county administrator. The county board chairman shall have the authority to suspend, discharge or re-move the county administrator with the advice and consent of the county board.~~
- (2) ~~Administer all statutory and non-statutory departments and functions and supervise and evaluate the work of the statutory and non-statutory officers, including, but not limited to, the county administrator.~~ Represent the County on all Economic Development opportunities. Monitor and report to the Economic Development Committee Chairman and the County Board all Economic Development activities and proposed agreements, including any requested incentives at the time they are requested.
- (3) Shall represent the County ~~county~~ at all organizations of which the County ~~county~~ is a member; or with the assistance of the County Administrator ~~county administrator~~, or a ~~assigned~~ designee assigned with the advice and consent of the County Board.
- (4) Serve as the primary liaison between County Elected Officials and County Board.
- (5) Monitor the development of annual Host Fee allocations to be approved by the County Board.
- (6) Develop and promote the County's legislative agenda with the approval of the County Board.
- (7) Assist in developing and monitoring the County's strategic plan with the advice and consent of the County Board.
- (8) Lead communication of County initiatives and accomplishments as approved by the County Board,

(b) *Financial management:*

- (1) ~~Monitor all reports of the financial condition of the county prepared by the county auditor and/or the county administrator and report to the county board the financial conditions of the county with respect to the annual budget.~~
- (2) ~~Monitor, review, and recommend to the county board the annual budget.~~
- (3) ~~Monitor all departmental and agency requests for transfers of budgeted funds between general object classifications.~~

~~(4) Monitor the preparation of financial reports setting appropriate long-range capital improvement programs, budgets, and projected financial trends.~~

~~(5) Monitor all grant applications in order to determine the proper budget classification and the financial ramifications.~~

~~(6) Negotiate leases, contracts, and other agreements for goods or services, with the assistance of the county administrator and other designees, subject to the approval of the board; ensure that all terms and conditions of leases, contracts, and other agreements are performed and shall notify the board of any violations thereof; and shall develop, install and maintain a centralized system for purchasing goods and services on behalf of county departments and functions, with the assistance of the county administrator and director of purchasing.~~

~~(c) Personnel concerns.~~

~~(1) Develop, with the assistance of the county administrator and other designees, and recommend to the county board an annual employee compensation plan.~~

~~(2) Monitor the administration of the employee classification and compensation program and make recommendations when necessary relative thereto.~~

~~(3)~~

~~Monitor the administration of the county's personnel policies and codes, affirmative action program and applicable state and federal laws.~~

~~(4) Monitor the negotiation and enforcement of any collective bargaining agreements between the county and any employees governed by the state public employees labor relations act.~~

~~(d) Reporting and communications.~~

~~(1) Report monthly to the County Board county board on the administrative affairs of the county.~~

~~(2) When advisable, in order to promote county services and operations which are in the public interest, recommend to the county board the adoption of ordinances and resolutions.~~

~~(e) Property management. Monitor the care and custody of all county property, and for the appropriate protection of the county and its property from loss, damage, liability, and other risks.~~

(Ord. No. 92-CO-79, § 7(2-171), 11-24-92; Ord. No. 2003-CO-42, 5-22-03; Ord. No. 2006-CO-7, 1-12-06; Ord.

No. 2007-CO-94, § I, 12-20-07; Ord. No. 2018-CO-075, 7-26-18)

Sec. 2-50. - Limit of authority.

No provision of this division is intended to vest in or grant to the county board chairman any duty or any authority which is vested by general law or by ordinance in any other county officer, official or employee. No provision of this division shall be construed to delegate to the county board chairman authority to be performed by the county board; nor shall the county board chairman have the power to bind, obligate or commit the county in any manner except as provided herein or by the express grant of authority by the county board.

(Ord. No. 92-CO-79, § 7(2-173), 11-24-92)

Sec. 2-51. - Salary.

The chairman of the county board shall be paid compensation per annum of such amount as established by the county board from time to time.

(Code 1964, § 2-66)

Sec. 2-52. - Presentation of budget amendments to the finance committee.

- (a) Budget amendments should be obtained before the procurement/employment processed is commenced.
- (b) The process for presenting such a budget amendment shall be as follows:
  - (1) No later than ten business days prior to the meeting of the finance committee at which the budget amendment shall be considered, the department head/elected official shall submit the proposed budget amendment to the chief financial and budget officer (CFO). The CFO shall review the requested budget amendment and determine the financial impact of the budget amendment for accuracy to identify the source of funding for presentation to the finance committee.
  - (2) The CFO will then meet with the requesting department head/elected official to discuss potential revisions to the budget amendment (if applicable) and associated information prior to meeting with the finance committee.
- (c) Line item transfers between object class level, which is the budgetary level of control over expenditures, may be approved by the county administrator and chief financial officer, provided the total amount appropriated by the County Board for the respective department (org code).

(Ord. No. 2017-CO-036, 3-9-17; Ord. No. 2018-CO-060, 6-28-18)

Secs. 2-53—2-60. - Reserved.

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

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

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

Respectfully submitted,  
Personnel and Policies Committee

AGREE

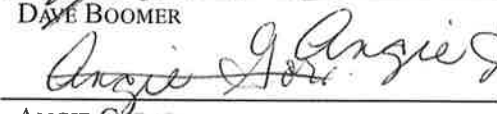
DISAGREE

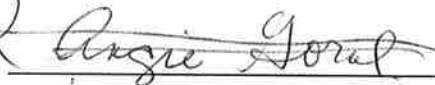
  
DAVE FIDUCCIA, CHAIRMAN

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

\_\_\_\_\_  
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

**NEW BUSINESS**

# **BOARD APPOINTMENTS**





## Executive Summary

Date: April 3, 2018

From: County Board Chairman Frank Haney

Topic: **Board Appointment**

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

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

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

.....  
**Janet Klinger** of Winnebago, Illinois, 61088 to serve a 5-year term from 2018–2023 on the Zoning Board of Appeals

About the Winnebago County Zoning Board of Appeals	
<b>Location:</b>	404 Elm Street
<b>Service Description:</b>	Hears public testimony on zoning petitions filed by petitioners and makes recommendations to the County Board on the petitions
<b>Board Composition:</b>	Seven members from different townships appointed by the Winnebago County Board Chairman with the advice and consent of the County Board
<b>Compensation</b>	\$100 per meeting Meets 2 <sup>nd</sup> Wednesday of each month
<b>Origin of Entity:</b>	Article 2, Section 2.3 of the Winnebago County Codes
<b>Property Tax/Funding:</b>	Funded from County's General Fund
<b>Consolidation/ Dissolution Plans:</b>	<i>If applicable</i>



## Executive Summary

Date: March 21, 2019

From: County Board Chairman Frank Haney

Topic: **Board Appointment**

---

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

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

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

.....  
**Elmer Jones** of Rockford, Illinois, 61102 to serve a 3-year term from April 2019 –March 2022 on the Rock River Water Reclamation District Board.

About the Rock River Water Reclamation District	
<b>Location:</b>	3333 Kishwaukee Street, Rockford, IL 61109
<b>Service Description:</b>	Providing sanitary sewer services to the area under its jurisdiction including Rockford, Roscoe, Loves Park, Machesney Park, Winnebago, and unincorporated areas
<b>Board Composition:</b>	Five members appointed by the County Board Chairman with the advice and consent of the County Board
<b>Compensation</b>	\$6,000 per year
<b>Origin of Entity:</b>	Sanitary District Act of 1936 (70 ILCS 2805/3)
<b>Property Tax/Funding:</b>	Levies a property tax, assesses fees for sewer services and replacement tax
<b>Consolidation/ Dissolution Plans:</b>	<i>If applicable</i>



## Executive Summary

Date: March 21, 2019

From: County Board Chairman Frank Haney

Topic: **Board Appointment**

---

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

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

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

.....  
**John Sweeney** of Rockford, Illinois, 61107 to serve a 3-year term from April 2019 –March 2022 on the Rock River Water Reclamation District Board.

About the Rock River Water Reclamation District	
<b>Location:</b>	3333 Kishwaukee Street, Rockford, IL 61109
<b>Service Description:</b>	Providing sanitary sewer services to the area under its jurisdiction including Rockford, Roscoe, Loves Park, Machesney Park, Winnebago, and unincorporated areas
<b>Board Composition:</b>	Five members appointed by the County Board Chairman with the advice and consent of the County Board
<b>Compensation</b>	\$6,000 per year
<b>Origin of Entity:</b>	Sanitary District Act of 1936 (70 ILCS 2805/3)
<b>Property Tax/Funding:</b>	Levies a property tax, assesses fees for sewer services and replacement tax
<b>Consolidation/ Dissolution Plans:</b>	<i>If applicable</i>



## Executive Summary

Date: April 9, 2019

From: County Board Chairman Frank Haney

Topic: **Board Appointment**

---

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

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

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

.....

**Barton Munger** of Machesney Park, Illinois, to serve a 3-year term from May 2019-May 2022 on the Harlem-Roscoe Fire Protection District Board.

About the Harlem-Roscoe Fire Protection District	
<b>Location:</b>	10544 Main Street
<b>Service Description:</b>	Provide fire emergency, medical and other life safety services to Machesney Park, Village of Roscoe and unincorporated area
<b>Board Composition:</b>	Three trustees, appointed by the Winnebago County Board Chairman with advice and consent of the County Board
<b>Origin of Entity:</b>	Fire Protection District AT (70 ILCS 705/1)
<b>Property Tax/Funding:</b>	District levies and annual property tax, charges for services and replacement tax
<b>Consolidation/ Dissolution Plan:</b>	<i>If applicable</i>
<b>Compensation:</b>	None



## HARLEM-ROSCOE FIRE PROTECTION DISTRICT

P.O. BOX 450 \* ROSCOE, ILLINOIS 61073-0450  
Administration # (815) 623-7867 Fax # (815) 623-8831

Donald Shoefflin  
Fire Chief

Chairman Frank Haney  
404 Elm Street  
Room 504  
Rockford IL 61101

### Fire District Board Appointment

Dear Chairman Haney,

Mr. Bart Munger's appointment to our Fire District Board is due to expire on April 30, 2019. Mr. Munger has been a positive proactive trustee for the district since 2001 years and has expressed a strong interest to be reappointed. Over the past 18 years, Mr. Munger has been active, and involved with obtaining continuing education for himself to serve the district in the trustee position even better. He continues to show a commitment with continuous support and dedication for us to achieve our goals and see that we hold true to our mission and vision statements. His background in business is also an indication of his approach to this district. He is an open minded individual with the interest of our district both financially and the service we provide in the forefront of his mind. Our board has a history of transparency, which I strongly believe is the foundation for our success. This is evident with the support we receive from the members of the communities we serve. I would appreciate your support and recommendation to reappoint him to another three-year term to our fireboard so that we may continue to build upon our goals and commitment to the district. An individual who shows this type of support and commitment to the position of trustee, allows us to be who we are and remain a proactive district in emergency services.

I thank you for your consideration and quick attention to my request. I ask should you have any questions please don't hesitate to call me, and I look forward to working with you in the near and long term future.

Respectfully,

Donald Shoefflin, Chief  
Harlem-Roscoe Fire Protection District

*"A Progressive Fire Department providing a Professional level of service."*