



WINNEBAGO COUNTY

— ILLINOIS —

REVISED AGENDA

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

Thursday, May 9, 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 Dorothy Redd
5. Awards, Proclamations, Presentations, Public Hearings, and Public Participation
 - A. Awards – None
 - B. Proclamation – “Electrical Safety Month” – Accepted by Larry Rowlett
 - C. Presentations – None
6. Public Comment Registered Speakers
Members of the public may address the Board by submitting their request no later than 2 hours prior to the start of the meeting. Contact www.wincoil.us or (815) 319-4225 for guidelines.
7. Board Member Correspondence Board Members
8. Chairman’s Report Chairman Frank Haney
9. Announcements & Communications Clerk Lori Gummow
 - A. Correspondence (see packet)
10. Consent Agenda..... Chairman Frank Haney
 - A. Raffle Report
 - B. Approval of April 11, 2019 minutes
 - C. Layover of April 25, 2019 minutes
11. County Administrator’s Report.....Administrator Carla Paschal

12. Department Head Updates.....Department Heads

13. Standing Committee Reports Chairman Frank Haney

- A. Finance Committee**Jaime Salgado, Committee Chairman**
 - 1. Committee Report
 - 2. Resolution Authorizing Execution of a Collective Bargaining Agreement with the American Federation of State, County, and Municipal Employees, AFL-CIO, Illinois Council 31, Local 473
- B. Zoning Committee **Jim Webster, Committee Chairman**

Planning and/or Zoning Requests:

 - 1. Z-02-19 A map amendment to rezone +/- 3.93 acres from the AG, Agricultural Priority District to the RA, Rural Agricultural Residential District for property that is generally located west of 7625 Pomeroy Road in Shirland Township, District 2
 - 2. V-01-19 A variation to increase the number of permitted freestanding signs from one (1) freestanding sign per street frontage to two (2) freestanding signs per street frontage for property that is commonly known as 2821 N. Bell School Road in Rockford Township, District 8
 - 3. SU-02-19 A special use permit for an Outdoor Storage Yard in the CC, Community Commercial District for property that is commonly known as 11954 Wagon Wheel Road in Rockton Township, District 2
 - 4. V-02-19 A variation to reduce the minimum height of a solid fence from 6 feet to 0 feet which will effectively waive the solid fencing (screening) requirement for an outdoor storage yard for property that is commonly known as 11954 Wagon Wheel Road in Rockton Township, District 2
 - 5. Committee Report
- C. 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 \$50,000 From The Revolving Loan Fund To Greenlink Energy Solutions, Inc.
- D. Operations & Administrative Committee **Keith McDonald, Committee Chairman**
 - 1. Committee Report
 - 2. Ordinance Amending Chapter 50, Article III, Section 50-77 Summer Foods Programs and Child and Adult Care Program Fees to be Laid Over
 - 3. Resolution Authorizing Execution of an Occupancy Agreement Between the Children’s Justice, Inc. and the County of Winnebago, Children’s Advocacy Program
 - 4. Resolution Authorizing Communication With the Illinois General Assembly Regarding Proposed Changes to the Property Tax Code for Sales in Error and Tax Deeds
- E. Public Works Committee **Dave Tassoni, Committee Chairman**

1. Committee Report
2. **(19-008)** Resolution Authorizing the Execution of a Preliminary Engineering Services Agreement with Willett Hofmann & Associates Inc., for the Replacement of Culverts on Gleasman Road West and East of Illinois Rout 2 (Section 17-000654-00-BR)
Cost: \$ 37,706.16 C.B. District: 1
3. **(19-009)** Resolution Authorizing Modification #1 of a Construction Engineering Services Agreement with Chastain & Associates, for the Widening and Resurfacing of Baxter Road at Lindenwood Road and Lindenwood Road South of Baxter Road (Section 16-000654-00-BR)
Cost: \$ 19,386.60 C.B. District: 9
Not to Exceed: \$174,978.50
4. **(19-010)** Resolution Authorizing the Purchase of a Utility Tractor.
Total Cost: \$26,440.99 C.B. District: County Wide
Trade In: \$ 4,000.00
W/C Cost: \$ 22,440.99
5. **(19-011)** Resolution Authorizing the Purchase of a Wood Chipper.
Total Cost: \$52,173.60 C.B. District: County Wide
Trade In: \$ 2,500.00
W/C Cost: \$49,673.60

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

1. Committee Report
2. Resolution Authorizing the Administrator of River Bluff Nursing Home to Execute a Nursing Staffing Services Agreement – All American Healthcare Services, Inc.
3. Resolution Authorizing the Administrator of River Bluff Nursing Home to Execute a Nursing Staffing Services Agreement – Dedicated Nursing Associates, Inc.

G. Public Safety Committee.....**Aaron Booker, Committee Chairman**

1. Committee Report

14. Unfinished Business Chairman Frank Haney

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

A. Board Appointments (1st Reading)

1. Reappoint Jay Dowthard, Board of Review, Rockford, IL, June 2019 – June 2021
2. Reappoint Brad Benedict, Board of Review, Rockford, IL, June 2019 – June 2021

16. Adjournment Chairman Frank Haney

Next Meeting: Thursday, May 23, 2019



PROCLAMATION

In Recognition of

“Electrical Safety Month”

WHEREAS, hundreds of people die and thousands are injured each year in the United States as a result of electrically-related incidents; and

WHEREAS, on average, there are 440 civilian deaths related to electrical home structure fires each year; and

WHEREAS, property damage resulting from home fires caused by electrical failure or malfunction amounts to more than \$1.3 billion annually; and

WHEREAS, following basic electrical safety precautions can help prevent thousands of people from being injured or killed each year; and

WHEREAS, citizens are encouraged to inspect their homes and workplaces for possible electrical hazards; and

WHEREAS, citizens are advised to protect their homes and families with the latest safety technology, such as ground fault circuit interrupters, arc fault circuit interrupters, and tamper resistant receptacles; and

WHEREAS, citizens are urged to install, test, and properly maintain an adequate number of smoke alarms; and

WHEREAS, the International Brotherhood of Electrical Workers Local 364 is dedicated to promoting electrical safety in homes, schools, and workplaces through proper installations, education, awareness, and advocacy.

NOW, THEREFORE, I, Chairman Frank Haney, on behalf of the Winnebago County Board, do hereby proclaim the month of May 2019 as:

“Electrical Safety Month”

in the County of Winnebago, Illinois, and encourage all citizens to observe the importance of establishing and practicing electrical safety habits in homes, schools, and workplaces to reduce the number of electrically-related fires, injuries, and deaths.



IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the County of Winnebago, Illinois to be affixed this 25th day of April, 2019.

Frank Haney, Chairman
Winnebago County Board

CHAIRMAN'S REPORT

ANNOUNCEMENTS & COMMUNICATIONS



WINNEBAGO COUNTY

— ILLINOIS —

Announcements & Communications

Date: May 9, 2019

Item: Correspondence to the Board

Prepared by: County Clerk Lori Gummow

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

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

Background: The items listed below were received as correspondence.

1. County Clerk Gummow received from the United States Nuclear Regulatory Commission the following:
 - a. Federal Register / Vol. 78 / Tuesday, April 2019 / Notices
 - b. Exelon Generation Company, LLC – Fleet Request to use ASME Code Cases N-878 and N-880 (EPID L-2018-LLR-0077)
 - c. Byron Station, Units 1 and 2 – NRC Integrated Inspection Report 05000454/2019001 and 05000455/2019001
2. County Clerk Gummow received from the Illinois Environmental Protection Agency a Notice of Application for Permit to Manage Waste (LPC-PA16) Description of Project: Application providing interwell values for select Class I parameters in accordance with Condition VIII.24 of Permit Modification No. 5. and the request to modify certain interwell values already permitted for select parameters listed in Attachment 1 of the permit.
3. County Clerk Gummow received from Theresa Grennan, Chief Deputy Winnebago County Treasurer the Investment Report for May 2019.



WINNEBAGO COUNTY

— ILLINOIS —

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
15 different organizations for 18 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
30076	1	BLACKHAWK AREA COUNCIL BOY SCOUTS OF AMERICA	05/10/2019-09/07/2019	\$ 4,999.99
30077	1	CENTER FOR SIGHT & HEARING	06/24/2019-06/24/2019	\$ 1,000.00
30078	1	COON CREEK CASTERS	05/18/2019-05/18/2019	\$ 1,000.00
30079	1	LT. ROBERT C.A. CARLSON POST #1207 AMERICAN LEGION	08/03/2019-08/03/2019	\$ 400.00
30080	1	MAUD JOHNSON ELEMENTARY	05/17/2019-05/17/2019	\$ 1,000.00
30081	1	MONTESSORI PRIVATE ACADEMY	05/17/2019-05/17/2019	\$ 4,999.00
30082	1	PAULSONS AGRICULTURE MUSEUM OF ARGYLE	06/15/2019-06/15/2019	\$ 4,999.00
30083	1	REGIONAL ACCESS & MOBILIZATION PROJECT, INC. (RAMP)	05/10/2019-06/20/2019	\$ 1,250.00
30084	1	ROCKFORD AREA REALTORS	05/15/2019-05/15/2019	\$ 2,500.00
30085	1	ROCKFORD AREA REALTORS	05/15/2019-05/15/2019	\$ 200.00
30086	1	ROCKFORD AREA REALTORS	05/15/2019-06/27/2019	\$ 500.00
30087	1	ROSCOE LIONS CLUB	05/15/2019-09/08/2019	\$ 8,000.00
30088	1	ST. EDWARD CHURCH	05/12/2019-07/28/2019	\$ 7,500.00
30089	1	ST. JAMES CATHOLIC CHURCH	05/10/2019-07/21/2019	\$ 2,000.00
30090	1	VICTORY OUTREACH CHURCH	05/10/2019-07/24/2019	\$ 2,500.00
30091	1	WINNEBAGO-BOONE FARM BUREAU	06/03/2019-06/03/2019	\$ 1,000.00
30092	1	WINNEBAGO-BOONE FARM BUREAU	08/01/2019-03/26/2020	\$ 1,600.00

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
30093	1	NAVY CLUB SHIP #1 OF ROCKFORD	05/10/2019-05/09/2020	\$ 2,500.00

This concludes my report

Deputy Clerk Kayla Hilliard

LORI GUMMOW
Winnebago County Clerk

Date 9-May-19

**REGULAR ADJOURNED MEETING
WINNEBAGO COUNTY BOARD
APRIL 11, 2019**

1. Chairman Frank Haney Called to Order the Regular Adjourned Meeting of the Winnebago County Board for Thursday, April 11, 2019 at 6:02 p.m.
2. Chairman Haney announced the following Agenda Changes: No Changes
3. Roll Call: 19 Present. 1 Absent. (Board Members Arena, Bilich, Boomer, Booker, Butitta, Crosby, Fellars, Fiduccia, Gerl, Goral, Hoffman, Kelley, McDonald, Nabors, Redd, Salgado, Tassoni, Webster, and Wescott were present) (Board Member Schultz was absent.)
4. County Board Member McDonald gave the invocation and led the Pledge of Allegiance.

AWARDS, PRESENTATIONS AND/OR PROCLAMATIONS AND PUBLIC PARTICIPATION

5. Awards - Yusuf Zahurullah and Grace Maier accepted the Chairman's Service Award for their contribution to the Chairman and Mayor's Youth Leadership Council.

Proclamations - Frank Manzullo accepted a proclamation in recognition of the 31st Anniversary of the "Great American Cleanup" in Winnebago County.

Chairman Haney proclaimed the day of April 27th to be the 31st Anniversary of the "Great American Cleanup."

Frank Manzullo paid tribute to County Clerk Gummow for starting "Keep Northern Illinois Beautiful" over thirty years ago.

Katie Weston and Kelsey Heart accepted a proclamation in recognition of "Child Abuse Prevention and Awareness Month."

Chairman Haney proclaimed April 2019 "Child Abuse Prevention and Awareness Month."

Presentations - Josh Groh and Martesha Brown from RACVB gave an update regarding Tourism in Winnebago County. He spoke of a program that was recently launched called the 815 Ambassadors.

Josh Groh presented Chairman Haney with a plaque from the Chicago Tribune.

PUBLIC COMMENT

6. Ginger Haas from the New Milford Neighborhood Watch thanked Board Member Kelley and Chairman Haney for paying additional attention to the landfill compliance issues.

Justin Zaugg spoke of the progression of odor coming from the landfill and how he believes the landfill is violating the law.

BOARD MEMBER CORRESPONDENCE

7. Board Member Kelley thanked Chairman Haney for organizing the landfill meeting.

Board Member Wescott thanked Chairman Haney for allowing him to speak at the Veterans event and for attending a Burn Society event. A staff member from the Winnebago County Housing Authority saved a tenant who overdosed on heroin.

Board Member Arena spoke of this confusion regarding the land bank policy. He would like to schedule a meeting regarding the land bank to discuss issues before their next meeting. Board Member Arena requested monthly billing from the Sheriff's attorney.

Board Member Webster spoke of the smell coming from the landfill.

CHAIRMAN'S REPORT

8. Landfill – Garbage off Interstate and Smell – Chairman Haney discussed the landfill garbage issue. There will be many discussions on this topic going forward. Chairman Haney spoke of a video from a local news station regarding a garbage truck driving down the street and one of the issues that was identified by the Sheriff and the landfill was the tarp on the truck was not fastened down properly. Chairman Haney announced that IDOT employed many individuals and put in many hours of labor to clean a certain area and the next week it looked like it had never been cleaned. Chairman Haney gives the landfill credit for showing up to a meeting and heard feedback from residents and business owners. More information will come in the future.

1% Public Safety Tax – Chairman Haney announced that he continuously hears “where is the money going?” regarding the 1% Public Safety Tax. The tax increase is audited by Baker Tilley every year. Chairman Haney has been asked to consider having a discussion with external partners in the community over the next couple of months to discuss the 1% Public Safety Tax.

Chairman's Bridge Council – A group of minority leaders that has been put together including Martesha Brown from RACVB, Chief Strategic Initiatives Officer McCall, and Tommy Meeks from the County meet once every month to a month and a half to talk policy and issues specific to our minority community.

Chairman Haney spoke of the Town Hall meeting on Saturday and thanked the Mayor and his team, Rockford University, and the Winnebago County Health Department for helping host the event.

On May 29th and 30th the Family Justice Center will do some strategic planning and there may be an outreach for a County Board Member. Chairman Haney will provide the Board with a flyer.

Winnebago County Opioid Task Force (5 Areas of Focus) – Chairman Haney would like Dr. Martell from the Winnebago Health Department and Coroner Bill Hintz to speak of the progress and challenges regarding the opioid issue locally. Dr. Martell and Chief Bergsten from the fire department put together an Opioid Task Force.

Chairman Haney announced he will email the remainder of the Chairman's Report.

RAVE Board Liaison John Butitta – Chairman Haney thanked Board Member Wescott serving on the Board for several years. Chairman Haney appointed Board Member John Butitta as the RAVE Board Liaison. There will be some strategic budget discussions with RAVE in the next year.

Chamber State of the County: April 25, 2019 (Tebala Event Center, 11:30 pm) – Stacy Mullins will send out an email invite.

Board Member Goral suggested that the Auditor's Office give Board Members information on the 1% sales tax for a better understanding. Discussion by Chairman Haney and Board Member Goral.

ANNOUNCEMENTS & COMMUNICATION

9. County Clerk Gummow submitted the Items Listed Below as Correspondence which were "Placed on File" by Chairman Haney:
 - A. County Clerk Gummow submitted 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
 - B. County Clerk Gummow submitted 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
- C. County Clerk Gummow submitted 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
- D. County Clerk Gummow submitted 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
- E. County Clerk Gummow submitted from Charter Communications a letter regarding the Quarterly Franchise Fee Payment covering fees from the period of October 1, 2018 to December 31, 2018.
- F. County Clerk Gummow submitted from Theresa Grennan, Chief Deputy Winnebago County Treasurer the Investment Report for April 2019.
- G. County Clerk Gummow submitted from Comcast a letter regarding a monthly increase for Acorn TV.
- H. County Clerk Gummow submitted from Nancy McPherson, Winnebago County Recorder, the Monthly Report for March, 2019.

CONSENT AGENDA

- 10. Chairman Haney entertained a motion to approve the Consent Agenda for April 11, 2019 (Raffle Report, County Board Minutes of March 14, 2019 and to layover the County Board Minutes of March 28, 2019). Board Member Hoffman moved for the approval of the Consent Agenda, seconded by Board Member Nabors. The motion was approved by a unanimous vote of all members present.

COUNTY ADMINISTRATOR'S REPORT

- 11. County Administrator Paschal met with the Project Manger regarding the Public Safety Building. There were interviews held with the consultants on April 3rd, options were presented. There will be a recommendation in early May regarding the PSB.

County Administrator Paschal met with R1 Planning regarding the Trustee Program. She reviewed the IGA.

County Administrator Paschal send out an email regarding an Illinois Government Financial Officer luncheon on Tuesday, April 16, 2019 at Tavern on Clark at noon. The Kane County Chairman will be in attendance.

There will be a Finance Committee Meeting next Monday including a Budget Amendment to establish the County Automation Fund, consider a Resolution to terminate the current Trustee Program Agreement, and discussing and hopefully approving the 2020 Budget Policy.

There will be an Operations & Administrative Committee Meeting on Thursday, April 18, 2019 and will present a Resolution for the purchase of Emergency/Non-Emergency Notification System and renew a contract for Uniform Rental Services.

There will be a Personnel and Policies Committee Meeting on Thursday, April 18, 2019 and will present a Resolution regarding the River Bluff Respiratory Care Services.

County Administrator Paschal spoke of the Ordinance for the Annual Host Fee Awards.

County Administrator spoke of the results of the proposed Capital Plan.

Board Member Salgado requested the 1st quarter Financial Report from County Administrator Paschal.

Board Member Fellars had a follow up question regarding the Trustee Program. Discussion by Deputy State's Attorney Kurlinkus and County Administrator Paschal.

Board Member McDonald had a follow up question regarding the 911 Agreement. Discussion by State's Attorney Marilyn Hite-Ross, Chairman Haney and County Administrator Paschal.

DEPARTMENT HEAD UPDATES

12. No Report

REPORTS FROM STANDING COMMITTEES

ECONOMIC DEVELOPMENT

13. Board Member Wescott made a motion to approve a 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, seconded by Board Member Fellars. Motion was approved by a unanimous vote of all members present. (Board Member Schultz was absent.)
14. Board Member Wescott read in for the first reading of an Ordinance Adopting Recommendations for 2019 Host Fee Annual and 2018 Annual Recommendations Carryover Allocations. Board Member Wescott made a motion to suspend the rules, seconded by Board Member Hoffman. Motion was approve by a unanimous vote of all members present. (Board

Member Schultz was absent.) Board Member Wescott made a motion to approve the Ordinance, seconded by Board Member Bilich. Discussion by Chairman Haney, and Board Members Fellars, Arena, and Goral. Motion was approved by unanimous vote of all members present. (Board Member Schultz was absent.)

15. Board Member Wescott made a motion to approve a Resolution Placing a Moratorium on Long-Term Commitments for One Year from the Host Fee Fund, seconded by Board Member Nabors. Discussion by Chairman Haney, County Administrator Paschal and Board Members Kelley, Goral, Bilich, Crosby, Webster, Hoffman, Fellars, Gerl, Arena, Salgado, Redd. Board Member Boomer called the question, seconded by Board Member Redd. Motion to call the question was approved by a voice vote. Motion to approve the Resolution was approved by a roll call vote of 12 and 7 no votes. (Board Members Booker, Butitta, Crosby, Fellars, Gerl, Kelley, and Redd voted no.) (Board Member Schultz was absent.)

FINANCE COMMITTEE

16. Board Member Salgado read in for the first reading of an Ordinance Abolishing Working Cash Fund and Transferring Balance to Capital Projects Fund to be Laid Over. Board Member Salgado made a motion to suspend the rules, seconded by Board Member Hoffman. Motion was approved by a voice vote. (Board Member Schultz was absent.) Board Member Salgado made a motion to approve the Ordinance, seconded by Board Member Boomer. Motion was approved by a unanimous vote of all members present. (Board Member Schultz was absent.)
17. Board Member Salgado made a motion to approve a Resolution Authorizing the Chairman of the County Board to Execute an Extension of an Agreement Between Winnebago County, Illinois and Remedies Renewing Lives, seconded by Board Member Booker. Motion was approved by a unanimous vote of all members present. (Board Member Schultz was absent.)

ZONING COMMITTEE

18. Board Member Webster made a motion to approve Z-17-18 A map amendment to rezone +/- 3.03 net acres from the AG, Agricultural Priority District to the RA, Rural Agricultural District for property that is commonly known as 42XX Centerville Road in Rockford Township, District 1, seconded by Board Member Nabors. Discussion by Board Members Arena, Webster and Fellars. Motion failed by a unanimous vote of all members present. (Board Member Schultz was absent.)

Board Member Webster announced the next Zoning Committee Meeting will be April 24, 2019.

OPERATIONS & ADMINISTRATIVE COMMITTEE

19. Board Member McDonald made a motion to approve an Ordinance Amending Sections of Chapter 62 of the County Code of Ordinances (Vehicle Policy), seconded by Board Member Boomer. Motion was approved by a unanimous vote of all members present. (Board Member Schultz was absent.)

PUBLIC SAFETY

20. Board Member Booker made a motion to approve a Resolution Authorizing the Execution of an Intergovernmental Cooperation Agreement for Police Services with the Village of Machesney Park, Illinois, seconded by Board Member Wescott. Board Member Gerl thanked the partners for making this agreement happen with Machesney Park. Motion was approved by a unanimous vote of all members present. (Board Member Schultz was absent.)

PERSONNEL AND POLICY COMMITTEE

21. Board Member Fiduccia made a motion to approve a Resolution Authorizing the Chairman of the Winnebago County Board to Extend an Agreement for Consulting Services at River Bluff Nursing Home, seconded by Board Member Wescott. Discussion by County Administrator Paschal and Board Members Crosby, Arena, Goral, Webster, and Salgado. Motion was approved by a unanimous vote of all members present. (Board Member Schultz was absent.)
22. Board Member Fiduccia made a motion to approve an Ordinance Amending Sections of Chapter 2 of the County Code of Ordinances (Defining Chairman's Duties) – Reconsideration, seconded by Board Member Boomer. Discussion by State's Attorney Hite-Ross and Board Members Boomer and Gerl. Motion was approved by a roll call vote of 12 yes and 7 no votes. (Board Members Arena, Booker, Butitta, Crosby, Fellars, Kelley, and Nabors voted no.) (Board Member Schultz was absent.)

PUBLIC WORKS

23. No Report.

UNFINISHED BUSINESS

24. NICDC (In-process)
25. Project E (In-process)
26. Flood Related Emergency Purchases (FYI) – Chairman Haney reported there are at least a few flood related expenses relating to the flood that hit hard in Machesney Park and other parts of the County. There were emergency expenses including dumpster related expenses that were purchased on an emergency basis, the County has done this as practice in the past. Chairman Haney thanked the Finance Department, Lisa Eallonardo and County Administrator Paschal for working with the Sheriff's Department and the Health Department.

NEW BUSINESS

27. Chairman Haney read in for the first reading of the Reappointments listed below, to be Laid Over. County Board Member McDonald made a motion to suspend the rules to approve the appointments, as listed below, seconded by Board Member Hoffman. Motion to suspend the rules was approved by a unanimous vote of all members present. (Board Member Schultz were

absent.) County Board Member Fellars moved for the approval of the Reappointments, seconded by Crosby. Motion was approved by a unanimous vote of all members present. (Board Member Schultz was absent.)

Reappointment(s):

Zoning Board of Appeals

May 2018 – May 2023

Janet Klinger

Rockford, IL

Rock River Water Reclamation District

April 2019 – April 2022

Elmer Jones

Rockford, IL

Rock River Water Reclamation District

April 2019 – April 2022

John Sweeney

Rockford, IL

Board of Review

May 2019 – May 2022

Barton Munger

Rockford, IL

Open Meetings Act (Update) – State's Attorney Hite-Ross announced there will be an update at a future Board Meeting.

28. Chairman Haney entertained a motion to adjourn. County Board Member Boomer moved to adjourn the meeting, seconded by Board Member Fellars. Motion was approved by a voice vote. The meeting was adjourned at 8:13 p.m.

Respectfully submitted,



Lori Gummow

County Clerk

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**REGULAR ADJOURNED MEETING
WINNEBAGO COUNTY BOARD
APRIL 25, 2019**

1. Chairman Frank Haney Called to Order the Regular Adjourned Meeting of the Winnebago County Board for Thursday, April 25, 2019 at 6:04 p.m.
2. Chairman Haney announced the following Agenda Changes: No Changes
3. Roll Call: 19 Present. 1 Absent. (Board Members Arena, Bilich, Boomer, Butitta, Crosby, Fellars, Fiduccia, Gerl, Goral, Hoffman, Kelley, McDonald, Nabors, Redd, Salgado, Schultz, Tassoni, Webster, and Wescott were present) (Board Member Booker was absent.)
4. County Board Member Nabors gave the invocation and led the Pledge of Allegiance.

AWARDS, PRESENTATIONS AND/OR PROCLAMATIONS AND PUBLIC PARTICIPATION

5. Awards - Reilly Anderson, received the Chairman's Service Award for her Contributions to the Chairman and Mayor's Youth Leadership Council for the past two years, including her role in the April 2019 Town Hall meeting with area future leaders.

Proclamations - Joan Sage accepted a proclamation in Recognition of "Comcast Cares Day." Chairman Haney proclaimed May 4, 2019 as "Comcast Cares Day."

Joan Sage spoke of an invitation to "Comcast Cares Day" on May 4, 2019.

Presentations - John Phelps, Executive Director for the Rockford Local Development Corporation and Director of Development Services Dornbush presented the "Annual Overview of Revolving Loan Program."

PUBLIC COMMENT

6. Jennifer Tobin-Tinch spoke in favor of the Hopefest Relay for Life 2019. This year's event is June 1, 2019 at the Boone County Fairgrounds. Jennifer invited everyone to the event.

BOARD MEMBER CORRESPONDENCE

7. Board Member Kelley spoke of a meeting regarding the landfill issues and a County Code relating to this. Board Member Kelley would like the issue to be referred to the Operations Committee for a thorough review.

Board Member Wescott announced he was elected Chairman of the Winnebago County Housing Authority for the past nineteen years.

CHAIRMAN'S REPORT

8. State of the County Recap

815 Outside- There will be an announcement tomorrow regarding a promotion regarding some natural assets in Winnebago County.

ANNOUNCEMENTS & COMMUNICATION

9. County Clerk Gummow submitted the Items Listed Below as Correspondence which were "Placed on File" by Chairman Haney:

- A. County Clerk Gummow submitted from the United States Nuclear Regulatory Commission the following:
 - a. Federal Register / Vol. 84, No. 68 /Tuesday, April 9, 2019 / Notices
 - b. Byron Station, Units 1 and 2 – Fire Protection Inspection; Inspection Report 05000454/2019011 and 05000455/2019011
- B. County Clerk Gummow received from Comcast a letter regarding changes to the Comcast Channel Line-Up in our community.
- C. County Clerk Gummow received from the Illinois Environmental Protection Agency to following:
 - a. Notice of Application for Permit to Manage Waste (LPC-PA16); Description of Project: Alternate source demonstration for fourth quarter 2018 confirmed exceedances at the Northern and Southern Unit wells in accordance with Condition VII.15 of Permit Modification No. 92.
 - b. Notice of Application for Permit to Manage Waste (LPC-PA16); Description of Project: Application amending the site operation plan to include a citizens drop-off facility located adjacent to the entrance scales.
 - c. A letter regarding NRG Rockford Energy Center (Illinois EPA BOA ID# 201030BCG) Construction Permit (99110088), Construction Permit (00100077).
- D. County Clerk Gummow received from Sue Goral, Winnebago County Treasurer the Monthly Report for April, 2019 Bank Balances.

CONSENT AGENDA

10. Chairman Haney entertained a motion to approve the Consent Agenda for April 11, 2019 (Raffle Report and Bills, County Board Minutes of March 28, 2019 and to layover the County Board Minutes of April 11, 2019). Board Member Fellars moved for the approval of the Consent Agenda, seconded by Board Member Boomer. The motion was approved by a unanimous vote of all members present.

COUNTY ADMINISTRATOR'S REPORT

11. County Administrator Paschal announced the consideration of the 2020 Budget Policy. The Budget process is in progress and the Budget worksheets will be given to departments and Elected Officials by May 15th.

Committee Meetings for next week will include a Joint Operations and Finance meeting to discuss the 911 agreement draft and discuss an Ordinance for Emergency Management, Leopardo will present their proposal for part of the Capital Plan. There will be a Finance Committee Meeting where Baker Tilly will present a proposal for an operational review of our I.T. Department and then they will present the external audit. Country Administrator Paschal will have an overview of the RFQ for the Trustee Program for approval and suggestions. There will also be a Personnel and Policies Committee Meeting to discuss a policy regarding Animal Services.

DEPARTMENT HEAD UPDATES

12. No Report

REPORTS FROM STANDING COMMITTEES

FINANCE COMMITTEE

13. Board Member Salgado read in for the first reading of Budget Amendment 2019-022 County Automation Fund (Establish Fund and Appropriate Fiscal Year 2019 Expenditures) to be Laid Over. Board Member Salgado made a motion to suspend the rules, seconded by Board Member Hoffman. Motion to suspend the rules was approved by a voice vote. Board Member Salgado made a motion to approve the Budget Amendment, seconded by Board Member Hoffman. Motion was approve by a unanimous vote of all members present. (Board Member Booker was absent.)
14. Board Member Salgado made a motion to approve a Resolution to Terminate Delinquent Tax Program Agreement with Dennis D. Ballinger, seconded by Board Member Arena. Motion was approved by a unanimous vote of all members present. (Board Member Booker was absent.)
15. Board Member Salgado made a motion to approve a Resolution Adopting Fiscal Year 2020 Budget Policy, seconded by Board Member Gerl. Motion was approved by a unanimous vote of all members present. (Board Member Booker was absent.)

ZONING COMMITTEE

16. Board Member Webster read in for the first reading of Z-02-19 A map amendment to rezone +/- 3.93 acres from the AG, Agricultural Priority District to the RA, Rural Agricultural Residential District for property that is generally located west of 7625 Pomeroy Road in Shirland Township, District 2 to be laid over.
17. Board Member Webster read in for the first reading of V-01-19 A variation to increase the number of permitted freestanding signs from one (1) freestanding sign per street frontage to two (2) freestanding signs per street frontage for property that is commonly known as 2821 N. Bell School Road in Rockford Township (with conditions), District 8 to be laid over.
18. Board Member Webster read in for the first reading of SU-02-19 A special use permit for an Outdoor Storage Yard in the CC, Community Commercial District for property that is commonly known as 11954 Wagon Wheel Road in Rockton Township (with conditions), District 2 to be laid over.
19. Board Member Webster read in for the first reading of V-02-19 A variation to reduce the minimum height of a solid fence from 6 feet to 0 feet which will effectively waive the solid fencing (screening) requirement for an outdoor storage yard for the property that is commonly known as 11954 Wagon Wheel Road in Rockton Township (with conditions), District 2 to be laid over.

OPERATIONS & ADMINISTRATIVE COMMITTEE

20. Board Member McDonald made a motion to approve a Resolution Awarding Emergency/Non-Emergency Notification System Agreement, seconded by Board Member Crosby. Motion was approved by a unanimous vote of all members present. (Board Member Booker was absent.)
21. Board Member McDonald made a motion to approve a Resolution Authorizing the Winnebago County Purchasing Department to Renew Contract for Uniform Rental Services, seconded by Board Member Crosby. Motion was approved by a unanimous vote of all members present. (Board Member Booker was absent.)

Board Member McDonald asked County Administrator Pashal to add the Landfill as a discussion item for the Operations Committee.

PERSONNEL AND POLICY COMMITTEE

22. Board Member Fiduccia made a motion to approve a Resolution Authorizing the Chairman of the Winnebago County Board to Execute a Respiratory Care Services Agreement for River Bluff Nursing Home, seconded by Board Member Boomer. Motion was approved by a unanimous vote of all members present. (Board Member Booker was absent.)

ECONOMIC DEVELOPMENT

23. Gary Anderson gave an update on the Land Bank and the Trustee Program. He spoke of a map that shows vacant properties in Winnebago County. Discussion by Board Members McDonald, Arena, and Goral.

PUBLIC WORKS

24. No Report.

PUBLIC SAFETY

25. No Report.

UNFINISHED BUSINESS

26. Board Member Goral thanked Board Member Wescott for serving 19 years on the Winnebago County Housing Authority. He received a standing ovation.

NEW BUSINESS

27. None
28. Chairman Haney entertained a motion to adjourn. County Board Member Webster moved to adjourn the meeting, seconded by Board Member Gerl. Motion was approved by a voice vote. The meeting was adjourned at 7:03 p.m.

Respectfully submitted,


Lori Gummow
County Clerk

ar

ADMINISTRATOR'S REPORT

FINANCE COMMITTEE

Submitted by: Jaime Salgado, Chairman

COUNTY BOARD MEETING
May 9, 2019

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

**RESOLUTION AUTHORIZING EXECUTION OF A COLLECTIVE
BARGAINING AGREEMENT WITH THE AMERICAN FEDERATION OF
STATE, COUNTY, AND MUNICIPAL EMPLOYEES, AFL-CIO, ILLINOIS
COUNCIL 31, LOCAL 473**

(Term of October 1, 2017 through September 30, 2021)

WHEREAS, the duly authorized representatives of the County Board of the County of Winnebago, Illinois, the Winnebago County Sheriff, the Winnebago County Clerk, the Winnebago County Recorder of Deeds, the Winnebago County Coroner, the Winnebago County Auditor and the Winnebago County Treasurer in good faith have negotiated a four-year collective bargaining agreement (“Agreement”) with the American Federation of State, County, and Municipal Employees, AFL-CIO, Illinois Council 31, Local 473 (“AFSCME”), concerning wages, hours, terms, and other conditions of employment for the term of October 1, 2017, through September 30, 2021; and

WHEREAS, the previous collective bargaining agreement with AFSCME expired on September 30, 2017, however, is in full force and effect until a new successor collective bargaining agreement is approved; and,

WHEREAS, said duly authorized representatives and AFSCME have reached a tentative agreement on a successor collective bargaining agreement to replace the expired agreement; and,

WHEREAS, the Finance Committee of the County Board for the County of Winnebago, Illinois, in connection with said tentative agreement, has reviewed the changes to sections of the collective bargaining agreement currently in full force and effect, said section changes attached hereto as Exhibit A; and

WHEREAS, the Finance Committee recommends the full County Board accept and approve the terms of said tentative agreement on a successor collective bargaining agreement

between AFSCME and the County Board of the County of Winnebago, Illinois, the Winnebago County Sheriff, the Winnebago County Clerk, the Winnebago County Recorder of Deeds, the Winnebago County Coroner, the Winnebago County Auditor and the Winnebago County Treasurer, as summarized in the attachment to this Resolution.

NOW, THEREFORE, BE IT RESOLVED, by the County Board of the County of Winnebago, Illinois that the collective bargaining agreement between AFSCME and the County Board of the County of Winnebago, Illinois, the Winnebago County Sheriff, the Winnebago County Clerk, the Winnebago County Recorder of Deeds, the Winnebago County Coroner, the Winnebago County Auditor and the Winnebago County Treasurer be approved and that the Winnebago County Board Chairman, the Winnebago County Sheriff, the Winnebago County Clerk, the Winnebago County Recorder of Deeds, the Winnebago County Coroner, the Winnebago County Auditor and the Winnebago County Treasurer execute any documents necessary for implementation of said collective bargaining agreement.

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 Winnebago County Board Chairman, the Winnebago County Sheriff, the Winnebago County Clerk, the Winnebago County Recorder of Deeds, the Winnebago County Coroner, the Winnebago County Auditor and the Winnebago County Treasurer and to AFSCME.

Respectfully Submitted,
FINANCE COMMITTEE

AGREE

DISAGREE

Jaime Salgado, Chairman

Jaime Salgado, Chairman

Joe Hoffman

Joe Hoffman

Burt Gerl

Burt Gerl

Keith McDonald

Keith McDonald

Steve Schultz

Steve Schultz

David Boomer

David Boomer

David Fiduccia

David Fiduccia

The above and foregoing Resolution 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

Council 31 AFSCME, for and on behalf of Local 473
and the Winnebago County Board, Winnebago County Sheriff, County Clerk, Recorder of
Deeds, County Coroner, County Auditor and County Treasurer
(Successor Collective Bargaining Agreement)

UNION PACKAGE PROPOSAL – MARCH 18, 2019 – 3:30 p.m.

1. Article 13 Insurance

Union agrees to Employer Health Insurance Proposal

2. Section 25.1 Wage Rates.

- TA 3/18/19
C. M. Hooser
TA 3/18/19
D.K.
- 2% DK
- a. Effective October 1, 2017, all wage rates shall be increased ~~3%~~ across the board "A.T.B."
- 2% DK
- b. Effective October 1, 2018, all wage rates shall be increase ~~2.75%~~ across the board "A.T.B."
- 2% DK
- c. Effective **January** 1, 2020, all wage rates shall be increased ~~2.75%~~ across the board "A.T.B." except as stated below in this paragraph, employees making less than the Illinois minimum hourly wage as set forth in the Illinois Minimum Wage Law (hereinafter referred to as the "IMWL"), 820 ILCS 105/1 *et seq.*, as of January 1, 2020, and/or July 1, 2020, shall be given a regular hourly wage adjustment effective January 1, 2020, and/or July 1, 2020, as provided for in the IMWL or the wage rate increase under this collective bargaining agreement ("Agreement"), whichever is greater. Any employee whose regular hourly wage exceeds the minimum wage as set forth by the IMWL shall only be eligible for the regular hourly wage increase under the Agreement. In no case shall any employee in any calendar year receive a regular hourly wage increase under both the IMWL and under the Agreement.
- d. Effective **January** 1, 2021, all wage rates shall be increase **2.75%** across the board "A.T.B." except as stated below in this paragraph, employees making less than the Illinois minimum hourly wage as set forth in the IMWL as of January 1, 2021, shall be given a regular hourly wage adjustment effective January 1, 2021, as provided for in the IMWL or the wage rate increase under this Agreement, whichever is greater. Any employee whose regular hourly wage exceeds the minimum wage as set forth by the IMWL shall only be eligible for the regular hourly wage increase under the Agreement. In no case shall any employee in any calendar year receive a regular hourly wage increase under both the IMWL and under the Agreement.

3. Union agrees to Employer proposed training premium for RBNH ... any other training premium proposals are withdrawn by Union



Council 31 AFSCME, for and on behalf of Local 473
and the Winnebago County Board, Winnebago County Sheriff, County Clerk, Recorder of
Deeds, County Coroner, County Auditor and County Treasurer
(Successor Collective Bargaining Agreement)

UNION PACKAGE PROPOSAL – MARCH 18, 2019 – 3:30 p.m.

4. The parties agree to amend the tentative agreement reached October 15, 2018 regarding
Job Classification Studies as follows: Add Mechanic, Equipment Operator Senior and
Animal Control Officer

w/d Union 3-18-19 DJK
Cmk

Council 31 AFSCME, for and on behalf of Local 473
and the Winnebago County Board, Winnebago County Sheriff, County Clerk, Recorder of Deeds, County
Coroner, County Auditor and County Treasurer
(Successor Collective Bargaining Agreement)

TA
DJK
10/29/18
TA
10/29/18
cmh

Tentative Agreement *DJK*
UNION PROPOSAL
October 29, 2018 *cmh*

1. Section 12.7B Wireless Communication Pay

Highway Maintainer, Equipment Operator Senior and Mechanic:

\$225 *DJK* *cmh*
~~\$150~~ ~~\$300~~ \$250 stipend for each month that they are assigned a wireless communication device.

2. Section 12.8 B. Temporary Seasonal Workers: Highway Department

rates between \$17 to \$19 *DJK* *cmh*
Compensation for the "snow bird" positions will be limited to ~~\$15.43~~ rates between \$13.00 to \$15.00
~~\$18.00 and \$20.00~~ per hour, based on experience. Overtime, if applicable, will be paid in accordance
with the same calculation set forth in the Collective Bargaining Agreement to maintain internal equity.
~~No bargaining unit employee shall be paid less per hour than any "snow bird" employee.~~ *DJK* *cmh*

~~The Union reserves the right to add to, delete, modify, adjust or withdraw any
and all proposals during the course of negotiations~~ *DJK* *cmh*

Council 31 AFSCME, for and on behalf of Local 473
and the Winnebago County Board, Winnebago County Sheriff, County Clerk, Recorder of Deeds, County
Coroner, County Auditor and County Treasurer
(Successor Collective Bargaining Agreement)

Tentative Agreement – October 15, 2018

Section 12.10B Overtime Assignments – River Bluff Nursing Home. [NEW]

The Employer shall assign and distribute overtime as equitably as possible among the employees who normally perform the work in the position classification where the overtime is needed. In addition to the appropriate hourly rate of pay for all hours worked, employees who volunteer for a shift of overtime of four (4) hours or more shall receive an additional \$25.00.

Union



Employer



TENTATIVE AGREEMENT

Council 31 AFSCME, Local 473
and Winnebago County
October 15, 2018

TA
DK
10/15/18

Section 25.12

Joint Classification Study.

The parties agree to an annual Joint Classification Study to commence within one hundred eighty (180) days after October 1, 2009 and each contract year thereafter. Each party shall choose four (4) jobs per applicable contract year to include in the Joint Classification Study. If the parties agree to upgrade certain job classifications, the Employer(s) shall recommend to the County Board a budget for the upgrade(s) to be made effective no later than April 1 of the next calendar year. If the parties cannot agree, the dispute may be submitted to Binding Arbitration pursuant to Article V, Section 5.4.

The Arbitrator must consider the Employer(s) inability to pay argument if so raised. The parties will form committees consisting of the Human Resources Department Head or his/her designee, the Department Head for the position being studied, a Union official selected by the President of AFSCME Local 473, and an employee in the classification to be studied.

~~The parties agree that for the term of the Collective Bargaining Agreement effective October 1, 2013, no Joint Classification Study shall be commenced.~~

The parties agree that for the term of the Collective Bargaining Agreement effective October 1, 2017, the Joint Classification Study will be limited to the following: dishwasher, cook, tray aide, housekeeper, clothing aide, seamstress, and unit attendant at River Bluff Nursing Home and kennel technician at Animal Services. The Joint Classification Study for the eight (8) jobs is to be completed and implemented by the termination date of the Collective Bargaining Agreement effective October 1, 2017.

Effective upon ratification of a successor agreement, CNAs shall be moved from the E pay grade to a new pay grade E1, which shall carry a \$1.00 per hour increase, applied in addition to any other negotiated wage increases.

Effective upon ratification of a successor agreement, Rehab CNAs shall be moved from the F pay grade to a new pay grade F1, which shall carry a \$1.00 per hour increase, applied in addition to any other negotiated wage increases.


10/15/18

The American Federation of State, County, and Municipal Employees AFL-CIO,
Illinois Council 31 for and on behalf of Local 473
and the County Board of the County of Winnebago, the Winnebago County Sheriff,
the Winnebago County Clerk, the Winnebago County Recorder of Deeds,
the Winnebago County Coroner, the Winnebago County Auditor, and
the Winnebago County Treasurer
(Successor Collective Bargaining Agreement)

CURRENT STATUS OF PROPOSALS – 9/17/18

Color chart:

Union Proposal
Employer Proposal
Tentative Agreements

1. **Section 22.2**

A. **Sick Leave Bank.**

1. **Procedure.**

(h) Upon termination, retirement or death, neither a participating employee nor his or her estate shall be entitled to payment for unused sick leave acquired from the sick leave bank.

- Withdrawal from the sick leave bank shall be made in writing, to the participating employee's Department head on a form provided by the Employer(s).
- The Department Head shall approve or deny the withdrawal request after consulting with the Auditor.
- No request for withdrawal from the sick leave bank shall be unreasonably denied.
- A participating employee may withdraw up to twenty-five (25) days from the bank per calendar year.
- Participating employees who enroll in the sick leave bank must wait thirty (30) calendar days before withdrawing from the bank.
- In the event that a participating employee resigns from employment with the Employer(s) within ~~ninety (90)~~ **forty-five (45)** ~~sixty (60)~~ days of his/her enrollment in the sick leave bank, the accrued sick leave deposited by the employee shall be deleted from the balance in the sick leave bank.

2. **Section 22.5**

Worker's Compensation.

A. In the event that an employee is disabled in a service-connected injury or illness, the employee shall be eligible for sick leave with pay for only those days in which the employee is ineligible for compensation under the State of Illinois Worker's Compensation Insurance laws. The Employer(s) will make every attempt to issue Worker's Compensation

checks within a reasonable time period after it has been determined that the employee is eligible for such benefit. For Sheriff's Department employees only, commencing with the fourth day of absence, the employee shall receive, in addition to his/her Worker's Compensation payment, such supplemental payment as will equal his/her full pay for such injury or illness. Payment shall be accomplished by said employee endorsing and returning the payment for Worker's Compensation to the County and the County shall issue to the employee his/her regular bi-weekly paycheck. In the event of a delay in processing the Worker's Compensation claim, the County will continue to issue the employee's regular pay check and the employee shall sign a waiver stating that he/she shall endorse and return that Worker's Compensation check to the county immediately upon its receipt. Time covered by this provision shall not be charged against sick leave, provided that the employee will be permitted to use accumulated sick leave for the first three days of absence.

- B. Sheriff's Department employees qualified for worker's compensation under Section A above, shall be entitled to earn vacation days set forth in Article X and shall be entitled to have the county pay health insurance premiums set forth in Article XIII for a period not to exceed twelve months per incident.

3. Section 24.7 Inclement Weather.

TA cmh
10/2/18

B. Non-Highway Department Employees.

1. In the event inclement weather prevents an employee from reporting to work, he/she shall notify his/her immediate supervisor or other appropriate management official. The employee may have the option of taking a vacation day, accrued holiday time, compensatory time, or a day without pay.
2. If the Employer determines that certain services must be provided regardless of weather conditions, the Employer may make arrangements to provide transportation, to and from the work place, to certain employees otherwise unable to report to work.
3. The County Administrator or his designee will decide if and when any work facility or building is closed. If the County Administrator or his/her designee closes any other work facility or other building covered by this agreement, all Employees who did not report to work, due to their department being closed, will be paid straight time for their regularly scheduled hours.
4. If an employee succeeds in reporting to his/her workplace, and the Employer subsequently decides to close the building where that employee works, the employee shall be paid for his/her remaining hours of scheduled work for that day.

TA
DJK
10/2/18

TENTATIVE AGREEMENT

Council 31 AFSCME, Local 473
and Winnebago County
August 27, 2018

JA /f 8-27-18
TA
DK
8/27/18

Section 4.1 **Check Off.**

Upon receipt of a voluntarily signed authorization card from an employee, the regular monthly dues of the Union, and P.E.O.P.L.E. contributions, where applicable, shall be deducted from such employee's pay, with the Employer(s) bearing the cost of such deduction. The amounts so deducted shall be forwarded each calendar month to the appropriate officer of the Union together with a list of the names and amounts for whom deductions have been made. If an employee has no earnings due for a pay period, the Union shall be responsible for collection. Dues and P.E.O.P.L.E. contribution authorizations shall be irrevocable for a period of one (1) year, in accordance with the terms under which an employee voluntarily authorized said deductions. The Employer shall provide the Union with the name and address of any new employee as referenced in Section 17.4.

TA
8-27-18

TA
DJK
8/27/18

Section 4.2 — Fair Share.

~~During the term of this Agreement, an employee who is not a member of the Union shall, commencing sixty (60) days after this Agreement is executed or thirty (30) days after he or she becomes a bargaining unit employee, whichever is later, pay a fair share fee to the Union or the costs of the collective bargaining process, contract administration and pursuing matters affecting wages, hours and conditions of employment as defined in Section 3(g) of the Illinois Public Labor Relations Act, as amended. Pursuant to this section, the Employer shall deduct the fair share fee amount which is specified by the Union from the earnings of non-members and remit those amounts to an address specified by the Union. The Employer shall remit fair share fees deducted from non-members' earnings to the Union on a monthly basis, with a list of the amounts deducted for each such employee for each month or applicable payroll period.~~

~~The Union shall periodically submit to the Employer an affidavit which specifies the amount of the fair share fee. The amount of the fair share fee shall not include any contributions related to the election or support of any candidate for political office or for any member-only benefit. The fair share fee amount may only be changed if the Employer is provided with an affidavit specifying the revised fair share fee at least thirty (30) days before it is to become effective.~~

~~For purposes of this Section, the Employer(s) receipt of a voluntarily signed dues checkoff authorization form shall be deemed the sole and exclusive method of determining an individual employee's Union membership. When this fair share fee provision becomes operative, and thereafter once every calendar quarter upon written request from the Union, the Employer shall provide Council 31 and the Union President or his designee with a list of the names and addresses of all bargaining unit employees. The Employer shall also provide Council 31 and the Union President or his/her designee with the name and the address of any new employee within fifteen (15) days of the date the employee becomes covered by this Agreement.~~

~~The Union agrees to assume full responsibility to insure full compliance with the requirements laid down by the United States Supreme Court in Chicago Teachers Union v. Hudson, 106 U.S. 1066 (1986), with respect to the constitutional rights of fair share fee payors. Accordingly, the Union agrees to do the following:~~

- ~~1. Give timely notice to fair share fee payors of the amount of the fee and an explanation of the basis for the fee, including the major categories of expenses, as well as verification that same has been audited by an independent Certified Public Accountant.~~
- ~~2. Advise fair share fee payors of an expeditious and impartial decision-making process whereby fair share fee payors can object to the amount of the fair share fee.~~
- ~~3. Place the amount reasonably in dispute into an escrow account pending resolution of any objections raised by fair share fee payors to the amount of the fair share fee.~~

~~It is specifically agree that any dispute concerning the amount of the fair share fee and/or the responsibilities of the Union with respect to fair share fee payors as set forth above shall not be subject to the grievance and arbitration procedure set forth in this Agreement.~~

~~Non-members who object to this fair share fee based upon bona fide religious tenets or teachings shall pay an amount equal to such fair share fee to a non-religious charitable organization mutually agreed upon by the employee and the Union. If the affected non-member and the Union are unable to reach agreement on the organization, the organization shall be selected by the affect non-member from an approved list of charitable organizations established by the Illinois State Labor Relations Board and the payment shall be made to said organization. On a monthly basis, the affected non-member shall provide the Union with evidence of payment to a non-religious charitable organization within thirty (30) days of the date of such payment.~~

TA 8-7-18
TA 8/7/18
DJK

Section 10.7A **911 Vacation Scheduling**

~~The employer(s) shall within ten (10) days of the completion of the shift bidding procedure, but no later than December 1st of each year, post a vacation scheduling request sign up sheet. Between the time of the posting until December 15th of each year employees shall have the opportunity to designate up to two consecutive weeks of accumulated vacation time he/she wishes to take in the following calendar year. Vacation selection bidding shall begin November 23rd of each year. Each employee shall be allowed one day to make his/her selection of a vacation period. Vacation bidding will be determined by seniority and all employee's first request will be honored based on seniority prior to any additional request by another employee. An employee may sign up for additional requests for the year, however each additional request will be granted by seniority for each subsequent selection (i.e. second, third, fourth). The period for vacation selection shall correspond with the shift assignment period as defined in Section 20.7, Paragraph D-1. If an employee does not select his vacation time within the time allowed, provided he was able to select, he will be considered to have passed by the employees following him on the seniority list. The selection process will continue until all time has been selected or everyone has passed. All selections shall be made by December 15th.~~

After December 15th, vacation requests will be considered by the employer(s) on a first come, first served basis. Notwithstanding the above, employees must submit vacation requests at least seventy-two (72) hours prior to requested time off. The maximum number of employees to be scheduled for vacation at one time will be at the discretion of the employer considering seasonal operations, desired level of staffing and other level of service related matters.

Provided, however a minimum of one (1) employee per shift shall be permitted to take vacation, leave and/or compensatory time off on any given day under any circumstances except on Christmas Eve, Christmas Day, Memorial Day, Labor Day, and July 4th, along with their associated weekends (Friday, Saturday & Sunday), in which case no employee will be allowed to take time off on these designated days. If the holiday falls on Thursday the associated weekends would be Friday, Saturday and Sunday.

An employee scheduled to work on one of the designated days may be allowed to do a voluntary trade with another employee if approved by both supervisors. The voluntary trade must be completed in the same pay period and this language applies only to this section. This request must be submitted to the employee's supervisor in writing.

The foregoing shall not preclude additional employees from being granted vacation and/or compensatory time off where staffing permits.

TENTATIVE AGREEMENT

Council 31 AFSCME, Local 473
and Winnebago County
August 7, 2018

TA 8/7/18
TA 8/7/18
DJK

Section 12.17

Overtime Records.

A current overtime list will be maintained by the Employer(s) and posted in such departments or sub-departments as are appropriate. New employees entering the overtime unit will be added to the list at the beginning of the next accumulation period. Upon written request the union will be given a copy of the previous posting or listings.

For purposes of this Article, an accumulation period shall be three (3) calendar months, except for purposes of Sections 12.10 and 12.13, the accumulation period for Highway Department employees shall be six (6) months starting on January 1st and July 1st of every year.

TENTATIVE AGREEMENT

Council 31 AFSCME, Local 473
and Winnebago County
July 9, 2018

TA
JA 7/9/18

TA
DJK
7/9/18

Section 12.11B

Overtime Assignments, 911 Center

4. Except for emergencies no employee shall work in excess of sixteen (16) consecutive hours without that employee having normal full shift off. Further, no employee shall be mandated to return to work without that employee having at least eight (8) hours of time off.

14. Except when confronted with unforeseen circumstances, an employee may not be directed to work overtime during any block of scheduled days off, if the employee has worked a posted shift of overtime of six (6) hours or more on any of the days during that block of scheduled days off.

TENTATIVE AGREEMENT

Council 31 AFSCME, Local 473
and Winnebago County
July 9, 2018

TA
79-18

TA
DK
7/9/18

Section 22.1

Sick Pay.

Sick pay is reserved for absence due to incapacitating illness or injury. Sick pay may also be used for scheduled medical and dental appointments for the employees; however they must attempt to schedule their appointments so as not to unduly disrupt the Employer's operations. The county shall, except as provided below, allow sick leave to employees only when they are sick or disabled. However, employees may utilize sick leave up to an amount that would be accrued during six (6) months at the employee's then current rate of entitlement ~~the equivalent of three sick days~~ during any calendar year in the event of an illness, injury or medical appointment of to the employee's children (to include foster children), stepchild, spouse (as defined under Illinois law), domestic partner, sibling, parents, mother-in-law, father-in-law, grandchild, grandparent, stepparent or birth of the employee's child.

Employees in the Highway Department shall report illness to their supervisor not later than one (1) hour prior to the employee's scheduled starting time on the day they are ill. Employees in continuous coverage departments shall report illness to their supervisor not later than 1.5 hours prior to the employee's scheduled starting time on the day they are ill. Employees in all other departments shall notify their supervisor of illness within at least fifteen (15) minutes of their scheduled starting time on the day they are ill. If an employee fails to give timely notice of illness under this Section, then the employee shall not be eligible to receive sick pay for the absence, unless otherwise agreed upon in a particular instance by the Employer(s). Provided, however, that an employee shall be allowed two (2) instances of untimely notification per calendar year without loss of sick pay for those instances. All employee shall call their supervisor and report on their condition every working day they are absent, unless, in a particular instance, a supervisor excuses an employee from this requirement. The Employer(s) may request, prior to granting sick pay for an absence, evidence which may be in the form of written medical certification for the absence if reasonable grounds exist to suspect abuse or if the absence has exceed three (3) consecutive work days. Abuse of sick time is the utilization of sick pay for reasons other than those state above.

Employees shall accrue sick pay at the rate specified in the chart below for each completed month of service, up to the maximum number of hours specified below. Employees of the Sheriff's Department will earn sick hours on the first day of each month. Applicable part-time employees at Animal Services shall accrue sick pay prorated based upon the number of hours they are regularly scheduled to work. Part-time employees at River Bluff Nursing Home, who worked at least 975 hours during the previous twelve (12) month period as of their anniversary date, shall earn sick leave hours in accordance with the following schedule, prorated in proportion to full-time hours, not to exceed 50% of the full-time schedule.

SICK SCHEDULE

Sick Hours Earned
per month based on
7.5 hrs / 37.5 wkly
7.5 hours
(Max. 1658)

Sick Hours Earned
per month based on
8 / 10 hrs / 40.0 wkly
8.0 hours
(Max. 1768)

Sick Hours Earned
per month based on per
8.4 hrs / 42.0 wkly
12.0 hrs / 84.0 Bi-wkly
8.4 hours
(Max. 1857)

The rate of pay shall be at the employee's regular straight time hourly rate of pay in effect for the employee's regular job at the time the incident requiring sick pay is taken. The employee shall be

allowed to carry over from year to year of continuous service any unused sick pay allowed in this Article.

Sick pay accumulation may be converted to pension service credits in accordance with Illinois Municipal Retirement Fund regulations. Sick pay accumulation shall not be converted into any other form of compensation. Accrued unused sick pay will be forfeited at time of termination or retirement except as provided herein.

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APPENDIX IIIA
RIVER BLUFF NURSING HOME CLASSIFICATION SYSTEM

GRADE

- A** Clerk
Clerk Typist
Clothing Aide
Dishwasher
Housekeeper
~~Laundry Worker~~
Seamstress
~~Security Guard~~
Tray Aide
Unit Attendant
- B** Cook
- C** ~~Courier~~
~~Unit Clerk~~
Activity Aide
- D** ~~Clerical Specialist RB~~
~~Social Service Assistant (until 3/31/15)~~
- E** Certified Nursing Assistant (CNA)
~~Admissions Coordinator~~
~~Bookkeeper RB~~
~~Maintenance Worker RB~~
Administrative Clerk
Social Services Assistant (effective 4/1/15)
- F** Rehab CNA
Account Tech RB
- G** Payroll Tech Sr. RB
- H** ~~Maintenance Mechanic RB~~

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SCHEDULE A

GRADE ASSIGNMENT BY CLASS TITLE

Grade	Job Title
15	Electronics Technician
14	
13	Electrician HVAC Mechanic Investigator/Deputy Coroner Plumber
12	Senior Telecommunications Dispatcher Inspector/Building & Zoning (effective 4/1/15) Inspector/Electrical (effective 4/1/15) Inspector/Plumbing and HVAC (effective 4/1/15) Telecommunications Dispatcher (effective 4/1/15) Deputy Coroner (effective 4/1/15)
12C	Correctional Officer (effective 10/1/16)
11	Correctional Officer (until 9/30/16) Deputy Coroner (until 3/31/15) Inspector/Building (until 3/31/15) Inspector/Electrical (until 3/31/15) Inspector/Plumbing and HVAC (until 3/31/15) <u>Lead – Parcel Maintenance Specialist</u> Locksmith Maintenance Mechanic (Facilities) Security Monitor Telecommunications Dispatcher (until 3/31/15)
10	Accountant Sr. Planner Equipment Operator Senior (effective 10/1/15) <u>Highway Mechanic (effective 10/1/15)</u> <u>Lead Person – Assessments Specialist</u> <u>Parcel Maintenance Specialist</u>
9	Civilian Civil Process Server Equipment Operator Senior (until 9/30/15) Financial Assistant Mechanic (until 9/30/15) Animal Services Officer

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Highway Maintainer (effective 10/1/15)
Senior Inventory Control Technician

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- 8
Accountant
Telecommunications Dispatcher (Animal Services)
~~Appraiser~~
~~Crime Research Coordinator~~
Evidence Officer
Highway Maintainer (until 9/30/15)
Painter/Drywall
Veterinary Technician
~~Parcel Maintenance Specialist~~
- 7
~~Legal Description Writer Sr.~~
~~*Maintenance Worker Sr.~~
~~*Payroll Technician Sr.~~
~~Senior Inventory Control Technician~~
~~Tax/Election Mapping Technician~~
~~Veterinary Technician~~
Permit Specialist
- 6
Account Technician
~~*Account Technician~~
Administrative Secretary (except Highway Department)
Assessment Specialist
~~Inventory Control Technician~~
Legal Description Writer
~~*Rehab Certified Nursing Assistant~~
~~Zoning Investigator~~
~~Kennel Technician (Grandfathered employees as of 4/1/11)~~
- 5
Administrative Clerk
*Administrative Clerk
Admissions Coordinator
~~Bookkeeper~~
~~*Certified Nursing Assistant (CNA)~~
Kennel Technician
*Social Services Assistant
- 4
~~*Maintenance Worker Assistant~~
~~*Social Service Assistant~~
- 3
~~*Activity Aide~~
~~*Courier~~
- 2
~~*Cook~~
- 1
~~*Clothing Aide~~
~~*Dishwasher~~
Dishwasher – Part-time (Animal Services only)
~~*Housekeeper~~
~~*Laundry Worker~~

- *Seamstress
- *Tray Aide
- *Unit Attendant

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~~Administrative Assistant—Grandfathering clause has expired, position no longer bargaining~~
~~will be corrected in the next unit clarification~~

~~Payroll Technician—Confidential position moved out of the bargaining unit in 2007 will be~~
~~corrected in the next unit clarification~~

- * Check Appendix IIIA for starting rates of employees assigned to work primarily at River Bluff Nursing Home.

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APPENDIX II

Regional Planning & Economic Development

Inspectors

7:30am - 4:00pm

The hours of the Inspectors in the Regional Planning and Economic Development Department may be adjusted by mutual agreement of the employees and the Building Official to the summer schedule of 6:00 a.m.-4:30 p.m. Monday through Thursday and/or Tuesday through Friday.

Clerical 8:00am - 5:00pm

Permit Specialist Zoning Investigator ~~7:30am~~ 8:00am - ~~4:30pm~~ 5:00pm

Planner 8:00am - 5:00pm

Animal Services

Office

Monday

Monday - Friday

Saturday

8:30am - 7:00pm

8:30am - 5:00pm

9:30am - 4:00pm

Kennel

Sunday

6:00am - 2:30pm

Monday & Wednesday

8:00am - 5:00pm

6:30am - 3:00pm

6:30am - 5:00pm

Tuesday, Thursday & Friday

6:30am - 7:00pm

6:30am - 3:00pm

Saturday

6:30am - 5:00pm

6:00am - 2:30pm

6:00am - 4:30pm

Officers

Sunday thru Saturday

20 min. paid meal period

7:00am - 5:00pm

12:00pm - 10:00pm

~~1:30pm~~ 2:00pm - ~~11:30pm~~ 12:00am

9:30pm - 7:30am

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Section 13.17

Wellness Plan.

The Employer may, in addition to current health plans, offer a Wellness Plan, in accordance with applicable laws and regulations.

The Employer shall hold quarterly meetings to update the union and employees on the County's insurance plans and Wellness Program. The Union President may designate up to three (3) bargaining unit members to attend the meetings. The meetings shall last no more than one (1) hour and the bargaining unit members shall be compensated at their regular hourly rate for time spent at the meetings.

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Section 20.1 Permanent Vacancy.

For the purposes of this Article, a permanent vacancy is created when the Employer(s) determine to increase the work force and to fill a new position(s), or when any of the following personnel transactions take place in the bargaining unit and the Employer(s) determine to replace the previous incumbent: terminations, promotions, demotions, or transfers. Provided, however, that new position classifications which do not replace existing position classifications are not subject to this Section until the new position classification has been added to the bargaining unit pursuant to the rules and regulations of the Illinois Labor Relations Board. To be eligible to post to an opening described in Section 20.1, an employee must have completed at least ninety (90) days of service in his or her current position. The Employer may take into consideration an employee's past performance, including, but not limited to, past evaluations and disciplines when filling the position. Upon being assigned to a new position pursuant to this Section, an employee shall not be eligible to post to another opening for a period of six (6) months from the date the employee started the new position.

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Section 12.10 **Overtime Assignments.**

A. Overtime Assignments – Animal Services Officers.

The Employer shall post shift assignments which are open due to known absences on a monthly basis during the week prior to the start of the next month. Each Animal Services officer will have the opportunity to volunteer for up to two open shifts on that list during a time period designated by the Employer. Shifts will be assigned on a rotating seniority basis. Any shifts remaining open after the initial sign up will be posted for a time period designated by the Employer to allow employees to volunteer on a first come, first serve basis. Any shift that continues to remain open will be filled by mandation in accordance with this Section. Employees shall be permitted to swap volunteer or mandated shifts with the understanding that the mandation follows the shift. Employees are encouraged to submit known vacation or absence requests by the 20th day of the prior month in order to allow time to fill the open shift assignments.

For shift assignments not filled as set forth above, the Employer shall assign and distribute overtime as equitably as possible among the employees who normally perform the work in the position classification where the overtime is needed. Except where precluded by emergencies, the Employer shall, when overtime needs arise, attempt to distribute overtime on a rotating basis among such employee according to seniority by job title. If an employee declines an offer of overtime, the next most senior employee(s) by job title will be given the opportunity until enough employees are secured. If a volunteer (or enough volunteers) are not available, the Employer(s) may mandate or require employee to work the overtime. Such mandated overtime shall be assigned in reverse seniority order, beginning with the least senior employee who has not previously been directed by the Employer to work the overtime. At the conclusion of each accumulation period the process shall begin anew.

Unless confronted with unforeseen circumstances, an animal services officer may not be directed to work overtime during any block of scheduled days off if that animal services officer has worked a shift of overtime on any of the other days during that block of scheduled days off. If the Employer(s) mandates an employee to work overtime in violation of this provision, the employee shall be paid at a rate of two (2) times his/her regular hourly rate of pay for all hours worked as mandated.

For the purpose of completing particular work assignments, overtime may be assigned to employees who are singularly responsible for particular assignments or are already present and working rather than utilizing the normal overtime rotation procedure.

Except for emergencies no employee shall work in excess of sixteen (16) consecutive hours without at least that employee having a normal full shift off duty.

In the event two or more employees are mandated to complete a work assignment, the employees shall be relieved on the basis of seniority, by job title, if requested, whenever practicable.

In the event that the voluntary list and mandatory lists have been exhausted and there is not a replacement for a vacancy, management reserves the right to fill the position after reviewing the business necessity for each occurrence. This provision shall not be used by the Employer to erode the bargaining unit.

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Section 12.8(C)

C. Stand-by Duty: Animal Services

1. From 11:00 pm to 7:15 am one Animal Services Officer will be assigned to stand-by duty to respond to emergency calls. Officers will be assigned to stand-by duty for a block of days that corresponds to their regular work days so as not to interfere with their blocks of scheduled days off.
2. An officer assigned to stand-by duty shall be paid for a minimum of four (4) hours, at the employee's applicable rate of pay, regardless of whether the officer is actually called out. If an officer works four (4) hours or more while on stand-by duty, the officer shall be paid for the actual hours worked at the employee's applicable rate of pay.
3. If an officer is unable to work his or her assigned shift and is assigned to stand-by duty that night, the officer assigned to fill the regular shift will also be required to handle the stand-by duty.

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Section 1.1 Recognition.

B. Transferred, Promoted and Part-time to Full-time Employees.

Any permanent employee who is transferred, that is to say, becomes an employee of one of the other Employer(s) (other than on a temporary basis), is promoted or who moves from part-time to full-time status becomes a special probationary employee upon the date of the transfer, promotion or change in status from part-time to full-time employee, and remains so until he/she has successfully completed a required special probationary period. These special probationary periods shall be as set forth below:

1. Transferred employees and Part-time to Full-time employee: Sixty (60) calendar days.
2. Promoted employees: Ninety (90) calendar days.

The special probationary periods required above represent a total cumulative service time, and may be adjusted upwards so as to properly allow approved breaks in service. However, should any such leave or break in service be greater than thirty (30) calendar days, the Employer(s) may require that the entire special probationary period be restarted at the time the employee returns to work.

Employees shall only be permitted make a change in status from part-time to full-time or full-time to part-time once every twelve (12) months, unless the change in status is the result of the employee returning to his/her former position classification as set forth in this Section.

For the purpose of this Agreement, special probationary employees shall be considered to be bargaining unit employees who are entitled to all of the benefits of this Agreement.

If a special probationary employee fails to demonstrate that he/she can completely and satisfactorily perform the job within the special probationary period, the Employer(s) shall return the employee to his/her former position classification, if vacant, at the former hourly rate of pay, without loss of seniority. If the employee's former position classification is no longer vacant, the employee shall be considered on layoff for the purposes of the recall provisions of Section 21.2. The provisions of Section 21.4(A) and Section 21.4(B) "Bumping" shall not apply.

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Section 9.4

Definition: "Tardiness Occurrence" shall include each and any of the following:

Upon the employee's failure to be punched in at the worksite/facility at the beginning of their assigned shift. For employees other than Sheriff's Department employees, or upon their return from meal period(s) or breaks if they have left the worksite/facility during their meal or break period. Definition: left the worksite/facility during their meals or break period means only if that employee has left the property for where they are employed for meals or breaks.

Any failure to punch a time clock at the beginning/ending of a scheduled shift will not constitute a tardiness occurrence unless there is verifiable proof that the employee was late or left the facility early notwithstanding the language in Section 9.1E. Video and other means will be used to verify if employee was at work on time when there is a missed punch. If it is determined an employee is chronically failing to punch the time clock that employee will be subject to discipline as outlined in Article VIII.

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April 3, 2018

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Section 1.1 Recognition.

- A. Probationary Period. All new employees, including rehired employees, must successfully complete a probationary period. Notice will be provided to the Union within ten (10) days of an employee's successful completion of probation. Any post-probationary employee who is transferred (other than on a temporary basis), or promoted shall be considered as a special probationary employee and must successfully complete a special probationary period as provided in subsection (b).

1. Newly Hired and Rehired Employees.

Each newly hired or rehired employee becomes a probationary employee upon the date of their employment, and remains so until he or she has successfully completed the required probationary period. The required probationary period shall be as set forth below:

- (a) Jail Correctional Officers: Six (6) months. Provided, however, that a jail correctional officer who has completed six (6) months of employment but later fails to successfully complete correctional officer training school may be terminated and such termination will not be subject to the grievance procedure.
- (b) Animal Services Officers: Six (6) months.
- (c) Newly Hire Employees: Ninety (90) days.
- (d) Rehired Employees: Thirty (30) days.

Rehired employees are those individuals formerly employed by the Employer(s) who have been rehired to the same position classification previously held within twelve (12) months except those employees recalled pursuant to the provisions of Article XXI, Section 21.2, Recall.

- (e) Recalled Employees: Sixty (60) days.

Recalled employees are those who have been recalled to the same position classification previously held within twelve (12) months but within a different department or a different position classification.

- (f) 911 Telecommunicators: Twelve (12) months or six (6) months after completion of training, whichever is shorter.
- (g) Deputy Coroners: Six (6) months.

The probationary period required above represents a total cumulative service time, and may be adjusted upward so as to properly allow any authorized leaves of absence or other approved breaks in service. However, should any such leave of absence or break in service be greater than two (2) months in the case of newly hired employees, or one (1) month in the case of rehired employees, the Employer(s) may require that the entire probationary period be reinstated at the time the employee returns to work.

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Section 10.3 Accrual of Vacation Credit.

Employees shall start to accumulate vacation credit upon completion of their probationary period, retroactive to their date of employment. Vacation days may not be taken during the first six (6) months of employment unless otherwise mutually agreed. Unless otherwise agreed in writing by the Employer(s) an employee shall not accrue vacation leave for any pay period during which they are on layoff nor shall an employee accrue vacation leave while they are on an unpaid leave of absence. Accrual of vacation credit shall also be subject to the provisions of Section 22.13. Employees of the Sheriff's Department will earn vacation hours on the first day of each month.

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Section 22.14 Personal Leave Days.

Each full-time employee shall be entitled to one personal leave day after six (6) months of employment. Employees shall accrue this personal day as of January 1st of each year. Part-time employees at Animal Services shall receive one personal leave day after six months of employment on a prorated basis. This personal leave day cannot be carried over from year to year.

Each employee may earn a maximum of an additional two (2) personal leave days based on accrued sick days. One personal day may be earned for each twelve (12) sick days accrued as of the employee's anniversary date up to a maximum of two days for twenty-four (24) sick days accrued. For Sheriff's Department employees the additional personal days will be earned for sick days accrued as of the first day of the month in which the employee's anniversary date falls. These personal days may not be carried from year to year, unless the employee has requested the opportunity to use the leave day on a particular date, and that request had been denied. In no case will an employee be entitled to "cash out" the personal leave day or in any way convert the day to money for the employee.

An employee will be compensated for personal leave days the same number of hours that the employee would have been compensated had the employee worked his or her normally scheduled hours.

Except in the case of an emergency or prior approval from the immediate supervisor, employees shall give at least three (3) days' advance notice before utilizing personal leave days.

Personal time may be used in four (4) hour increments.

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Section 12.7 Additional Compensation For Hours Worked and Overtime.

- A. Call Back Pay. Any employee called back to work outside of his/her regularly scheduled shift or on a scheduled day off shall be paid a minimum of two (2) hours pay at the applicable rate beginning at the time the employee arrives at their worksite. Work schedules will not be changed because of call back time in order to avoid overtime or straight time pay. Any employee notified within one hour of the required reporting time will be paid one (1) additional hour of pay at the applicable rate. Highway Department employees notified less than eight (8) hours prior to the required reporting time will be paid one (1) additional hour of pay at the applicable rate for call outs during snow/ice operations only.

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Section 12.8

A. Directed On-Call Assignments: Highway Department

Highway employees in the position classifications Highway Maintainer, Equipment Operator, Mechanic shall be assigned a wireless communications device as determined by management.

Employees carrying a wireless communications device and/or who are called back to duty will be compensated as outlined in Sections 12.7 A and B.

Wireless communications devices issued to employees shall be worn or monitored whenever practicable. This includes off duty time and holidays, but does not include bereavement, vacation or comp time. An employee may request an exemption in advance in writing from recall during a non-work period based upon the Department's anticipated needs. These exemptions will normally be approved on a first-come first-approved basis and will not be arbitrarily denied.

Employees in the above listed position classifications may be subject to a directed on-call assignment to handle anticipated service or storm related emergency calls outside of their regularly scheduled working hours. Employees receiving such a directed assignment will receive two (2) hours of straight pay at the employee's applicable rate, for each twenty four (24) hour period, or for any fraction thereof, the employee remains on a directed on-call assignment. This does not include normal snow plowing operations between October 1 and April 30 each year.

Employees placed on directed on-call assignments must respond to a text by calling the Highway Department on-call phone number within twenty (20) minutes after receiving the text and must report to work fit for duty within one (1) hour after receiving the text. An employee not responding to a text within the allotted time will receive a phone call from a supervisor on the Employer-issued wireless communication device and/or on a personal phone number provided by the employee. If an employee does not respond to both a text and a phone call either on the employee's Employer-issued wireless communication device or personal phone number, they will be subject to the disciplinary procedure outlines in Article 8. For the purpose of this section only, this language supersedes the reasonable time language for an employee to respond to a text or phone call outlined in Section 12.12.

If an employee placed on a directed on-call assignment responds to a text or phone call in the allotted time, but is not fit for duty and did not receive an exemption from a recall, they will be subject to the disciplinary procedure as outlined in Article 8.

On-call personnel may, by mutual agreement, be assigned a vehicle to take home for duty related use while on-call.

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Section 12.10 **Overtime Assignments.**

The Employer(s) shall assign and distribute overtime as equitably as possible among the employees who normally perform the work in the position classification where the overtime is needed. Except where precluded by emergencies, the Employer(s) shall, when overtime needs arise, attempt to distribute overtime on a rotating basis among such employees according to seniority, with the most senior employees having the least number of credited overtime hours within the accumulation period (as defined in Section 12.17) being given first opportunity. If an employee declines an offer of overtime, the next most senior employee(s) having the least number of credited overtime hours within the accumulation period will be given the opportunity until enough employees are secured. If a volunteer (or enough volunteers) are not available, the Employer(s) may mandate or require employees to work the overtime. Such mandated overtime shall be assigned in reverse seniority order, beginning with the least senior employee who has not previously been directed by the Employer(s) to work the overtime during the accumulation period. At the conclusion of each accumulation period the process shall begin anew. For the purpose of completing particular work assignments, overtime may be assigned to employees who are singularly responsible for particular assignments or are already present and working rather than utilizing the normal overtime rotation procedure.

Except for emergencies no employee shall work in excess of sixteen (16) consecutive hours without at least that employee having a normal full shift off duty.

In the event two or more employees are mandated to complete a work assignment, the employees shall be relieved on the basis of seniority, if requested, whenever practicable.

In the event that the voluntary list and mandatory lists have been exhausted and there is not a replacement for a vacancy, management reserves the right to fill the position after reviewing the business necessity for each occurrence. This provision shall not be used by the Employer to erode the bargaining unit.

A mandate is defined as any time assigned to an employee outside of his/her normal shift hours, which an employee does not volunteer for. This definition is inclusive of all departments under this Agreement.

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Section 12.13 Declination of Overtime. An employee who is offered but declines an overtime assignment shall, for the sole purpose of future overtime assignments within the accumulation period, be deemed to have worked the hours offered. In addition, Highway Department employees who do not answer a call to work overtime shall, for the sole purpose of future overtime assignments within the accumulation period, be deemed to have worked the hours offered.

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Section 20.7

- C. **Shift Assignments Animal Services.** Animal Services shall publish a schedule on or before October 1 of each year. The schedule shall set forth the shifts, days worked and days off for the upcoming year; to include Animal Services Officer, Kennel Technician, Account Technician, and Administrative Clerk, by job title. All of the time slots for each shift (days or nights) will be available to be bid upon by bargaining employees who have completed probation. The time slots will be posted on or before October 1 and continue such posting for fifteen (15) calendar days, at which time the employees shall bid on the posted slots in writing. Employees will be afforded the opportunity to sign up for the open time slots in order of seniority by job title. Assignments to the time slots will be based on seniority by job title for the time slot for which he or she bid. Assignments will become effective on or before the first day of the payroll period commencing after January 1 of each successive year.

Where it is necessary to involuntarily change the shift assignment or hours of work of an employee in order to fill a vacancy resulting from a promotion, retirement, extended absence due to an injury or illness, irresolvable personal conflict among employees, and/or termination, the employee with the least seniority by job title shall be the one whose shift assignment will be changed. The Employer will first seek volunteers.

New Shift/Assignment Schedules. The Employer may develop new shifts or other assignments based on operational needs providing that the bidding or posting process is applied to the filling of that new shift assignment. In this case, the bidding process may be done outside of the October 1 through October 30 time frame, but shall be open for bid for a period of thirty (30) days. In the event that a sufficient number of employees do not bid on these new shifts or the Employer(s) determine that the employee(s) who do bid are not suitable for the assignment, the Employer(s) reserve the right to reassign employees pursuant to the provisions of Section 12.8.

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Section 22.11 Time Off For Union Activities.

Local union representatives or designates may utilize any accumulated time (e.g. holiday, vacation) for Union business. If he/she has no accumulated time available, he/she may be allowed time off without pay for legitimate Union business if such time off does not substantially interfere with the operating needs of the Employer(s). In the event that such time off is denied, the Employer(s) will provide the Union with the specific reason(s) for such denial.

Local union representatives elected to the position of Executive Board shall be released from duty with pay for the purposes of attending the monthly Executive Board meetings and/or membership meetings, however those representatives shall return to their scheduled shift upon completion of said meeting but no later than 8:30 p.m.

~~Three (3) bargaining unit employees elected to positions of responsibility within the Union shall be release from duty with pay for a maximum of three (3) work days (per employee) for purposes of attending annual conventions and training.~~ Bargaining unit employees elected to positions of responsibility within the Union shall be released from duty with pay for a maximum of nine (9) work days total per year for purposes of attending annual conventions and training. The Union shall determine how to divide the nine (9) work days among the eligible bargaining unit employees.

ZONING COMMITTEE

Attachment
ZONING COMMITTEE
OF THE COUNTY BOARD AGENDA
May 9, 2019

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

PLANNING AND/OR ZONING REQUESTS:

TO BE VOTED ON:

1. Z-02-19 A map amendment to rezone +/- 3.93 acres from the AG, Agricultural Priority District to the RA, Rural Agricultural Residential District, requested by Scott Fischer, property owner, for property that is generally located west of 7625 Pomeroy Road in Shirland Township.
PIN: Part of PIN: 02-23-400-015 C.B. District: 2
Lesas Rating: Very High Consistent W/2030 LRMP – Future Map: NO
ZBA Recommends: Denial (2-4)
ZC Recommends: Denial (1-4)
2. V-01-19 A variation to increase the number of permitted freestanding signs from one (1) freestanding sign per street frontage to two (2) freestanding signs per street frontage requested by Samuel Darby, on behalf of Westminster Presbyterian Church, for property that is commonly known as 2821 N. Bell School Road in Rockford Township.
PIN: 12-11-401-005 C.B. District: 8
Lesas Rating: N/A Consistent W/2030 LRMP – Future Map: N/A
ZBA Recommends: Approval with conditions (5-1)
ZC Recommends: Approval with ZC conditions (5-1)
3. SU-02-19 A special use permit for an Outdoor Storage Yard in the CC, Community Commercial District, requested by AJR5, Inc. dba Rockton Mini Storage, property owner, represented by Jared Ruper, project manager, for property that is commonly known as 11954 Wagon Wheel Road in Rockton Township.
PIN: 03-26-400-002 C.B. District: 2
Lesas Rating: N/A Consistent W/2030 LRMP – Future Map: N/A
ZBA Recommends: Approval with ZBA conditions (6-0)
ZC Recommends: Approval with conditions (7-0)
4. V-02-19 A variation to reduce the minimum height of a solid fence from 6 feet (per Sections 15.3.29 A. 1. and 20.9 C.) to 0 feet which will effectively waive the solid fencing (screening) requirement for an outdoor storage yard, requested by AJR5, Inc. dba Rockton Mini Storage, property owner, represented by Jared Ruper, project manager, for property that is commonly known as 11954 Wagon Wheel Road in Rockton Township.
PIN(s): 03-26-400-002 C.B. District: 2
Lesas Rating: N/A Consistent W/2030 LRMP – Future Map: N/A
ZBA Recommends: Approval with ZBA conditions (6-0)
ZC Recommends: Denial (1-6); motion to approve with ZBA conditions failed.

TO BE LAID OVER: NONE

Attachment
ZONING COMMITTEE
OF THE COUNTY BOARD AGENDA
May 9, 2019

5. **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, **June 12, 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, **May 22, 2019**, at 5:00 p.m. in Room 303 of the County Administration Building.

ECONOMIC DEVELOPMENT COMMITTEE

**RESOLUTION
OF
THE COUNTY BOARD OF THE COUNTY OF WINNEBAGO, ILLINOIS
2019 CR _____**

**RESOLUTION GRANTING AUTHORITY TO THE WINNEBAGO COUNTY
BOARD CHAIRMAN TO EXECUTE THE DOCUMENTS NECESSARY TO
COMPLETE A LOAN FOR \$50,000 FROM THE REVOLVING LOAN FUND
TO GREENLINK ENERGY SOLUTIONS, INC.**

WHEREAS, Greenlink Energy Solutions, Inc. ("Greenlink") is an Illinois corporation that specializes in commercial and residential improvements that improve energy efficiency and structures generally which is owned 100% by Austin Carr; and

WHEREAS, Austin Carr served four years in the United States Army and obtained the rank of Sargent before receiving his honorable discharge and founding Greenlink which he estimates does 50% general home repair and 50% related to energy efficiency; and

WHEREAS, Greenlink's general home repair includes repairing homes for investors who intend to "flip" the house which qualifies Greenlink to participate in NICDC's (Northern Illinois Community Development Corporation's) residential energy program, the NICDC's residential energy program seeks to flip abandoned residential structures into owner occupied residences; and

WHEREAS, Greenlink intends to use the funds from this loan to purchase a spray foam rig; refinance its existing loan with Holcomb State Bank and use \$40,000 to for working capital as most of Greenlink's jobs require Greenlink to pay for material and expenses that are recovered only when the job is completed and NICDC does not provide a line of credit, but is working with a commercial bank to provide Greenlink with a line of credit; and

WHEREAS, it is proposed Greenlink receive a \$150,000 loan with a seven (7) year term fully amortized at 6.5% with \$100,000 in equal shares from NICDC and DCEO (Illinois Department of Commerce and Economic Affairs) and \$50,000 from the Winnebago County Revolving Loan Fund which Green links predicts will create 5 new full-time equivalent jobs within the next two years as well as help to reform abandoned properties in Winnebago County into occupied residences and support this veteran owned business;

WHEREAS, Greenlink has demonstrated an operating cash flow over the past three years which will comfortably support the purposed debt: and

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 \$50,000 at six and one-half percent (6.5%) fully amortized over seven (7) years to Greenlink Energy Solutions, Inc. It is estimated this loan will assist in the creation of five new full time equivalent jobs and the return of abandoned homes to owner occupied residences in Winnebago County.

NOW THEREFORE, BE IT RESOLVED, that the loan to Greenlink will be secured by a senior lien on all business assets and a subordinate mortgage on the personal residence of Austin Carr, the sole owner of Greenlink, further Austin Carr will be a co-borrower on the Note and Keyman life insurance on Mr. Carr for \$100,000 will be maintained for the life of the loan and will be assigned to NICDC.

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 Regional Planning and Economic Development Director.

Respectfully submitted,
Economic Development Committee

AGREE

DISAGREE

FRED WESCOTT, CHAIRMAN

FRED WESCOTT, CHAIRMAN

DOROTHY REDD

DOROTHY REDD

PAUL ARENA

PAUL ARENA

JAS BILICH

JAS BILICH

JOHN BUTITTA

JOHN BUTITTA

JEAN CROSBY

JEAN CROSBY

DAN FELLARS

DAN FELLARS

BURT GERL

BURT GERL

TIM NABORS

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

Revolving Loan Fund
Loan Summary for:
Greenlink Energy Solutions Inc.

<u>Applicant:</u> Greenlink Energy Solutions Inc. <u>Location Address:</u> 3020 Forest View Rd Rockford, IL 61102 <u>Type of Business:</u> <input type="checkbox"/> New (Start-up) <input checked="" type="checkbox"/> Expansion (Existing) <u>Industry:</u> Construction with an emphasis on green energy	<u>PIN:</u> 16-04-101-002 <u>Principal / Officer:</u> Austin Carr, President (100%) <u>Website:</u> www.usgreenlink.com <u>County Board District #:</u> 15 <u>County Board Member:</u> Burt Gerl
--	--

<u>Requested County Revolving Loan Fund:</u>					<u>Employees:</u>	Current	Projected
Investment(s)				Percentage	<i>Full-Time Equivalent (FTE):</i>	5	5
County:	\$ 50,000.00	6.50%	interest	33.33%			
		7	years				
Owner's:	\$ -			0.00%			
NICDC / DCEO:	\$ 100,000.00			66.67%			
Total Financing of Project:	\$ 150,000.00			100.00%	<u>Total:</u>		10
***Cost of County funds per projected job created: \$10,000							

Uses of Loan Proceeds:

- Purchase of a spray foam rig (\$65,000) that will help automate the application of insulation in commercial and residential buildings.
- Refinance existing debt from Holcomb Bank (\$40,000) to reduce the business debt service and permit NICDC/DCEO/Winnebago County to assume the senior lien position.
- Fund working capital of \$45,000.

Description of Business & Project:

Greenlink Energy Solutions Inc. ("Greenlink") specializes in commercial and residential improvements and repairs that improve energy efficiency and general building improvements. The business was founded in November 2014 by Austin Carr who is its sole owner. Mr. Carr is a veteran of the Army where he served for four years having attained the rank of Sergeant before receiving his Honorable Discharge. Mr. Carr

Revolving Loan Fund
Loan Summary for:
Greenlink Energy Solutions Inc.

estimates that 50% of Greenlink's work is energy efficiency related such as replacing windows, adding insulation, etc. and the other 50% is general home repair. The latter includes fixing up homes for investors who purchase homes to repair with the intent to flip. This aspect of his business makes him qualified to participate in NICDC's residential rehab program. However, Mr. Carr's goal is to increase the energy efficiency portion of his business to 80% of its revenues.

RLDC Recommendation:

Staff recommends a \$50,000 loan to Winnebago County for the following reasons:

- 1) Participation in this project is expected to contribute to the creation of five (5) FTE's.
- 2) Participation in this project benefits a veteran-owned business.
- 3) Greenlink has demonstrated operating cash flow the past three years to comfortably support proposed debt.
- 4) The proposed loan will be secured by a mortgage on Mr. Carr's personal residence as well as all business assets demonstrating his commitment to repay the debt.



CORPORATION FILE DETAIL REPORT

File Number	69891837		
Entity Name	GREENLINK ENERGY SOLUTIONS INC.		
Status	ACTIVE		
Entity Type	CORPORATION	Type of Corp	DOMESTIC BCA
Incorporation Date (Domestic)	11/07/2014	State	ILLINOIS
Agent Name	JEFFREY E HARDYMAN	Agent Change Date	12/08/2017
Agent Street Address	POB 1616-124 N WATER ST- #100	President Name & Address	AUSTIN CARR 3020 FOREST VIEW RD ROCKFORD IL 61109
Agent City	ROCKFORD	Secretary Name & Address	SAME
Agent Zip	61110	Duration Date	PERPETUAL
Annual Report Filing Date	11/07/2018	For Year	2018

[Return to the Search Screen](#)
[Purchase Certificate of Good Standing](#)

(One Certificate per Transaction)

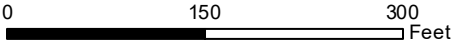
OTHER SERVICES

[File Annual Report](#)
[Adopting Assumed Name](#)
[Articles of Amendment Effecting A Name Change](#)
[Change of Registered Agent and/or Registered Office Address](#)

[BACK TO CYBERDRIVEILLINOIS.COM HOME PAGE](#)



WinGIS cannot and does not warrant the accuracy of property and boundary lines, dimensions of parcels and lots, location of structures or improvements, and topographic or



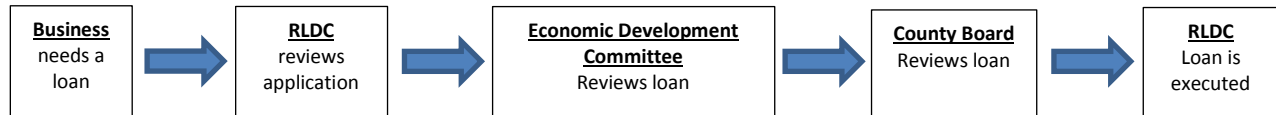
SCALE: 1:1,746

Winnebago County Revolving Loan Fund (RLF) Program Overview

Rockford Local Development Council (RLDC) 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	http://rldc.us/index.asp 120 West State Street, Suite 306 Rockford, IL 61101

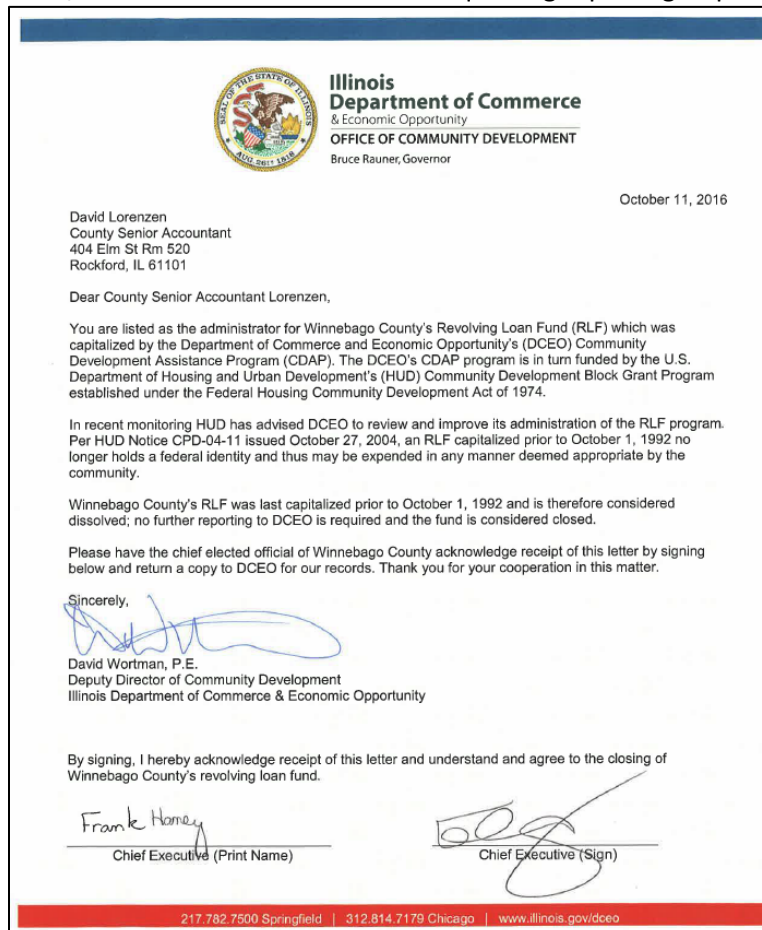
REVOLVING LOAN FUND PROCESS IN A NUTSHELL

(Assuming approval at each step)



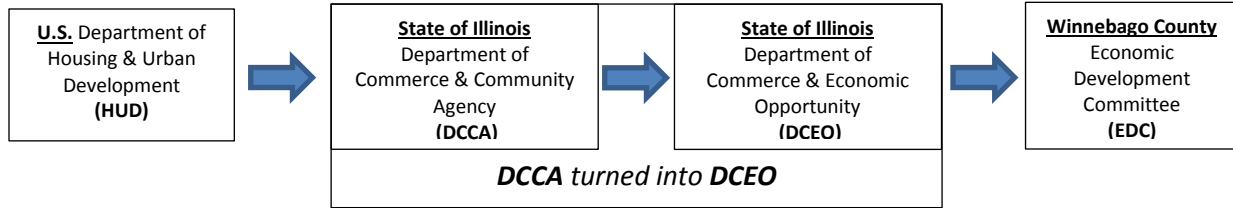
- Program is used for Gap Financing, examples of use...
 - Land & Building
 - Equipment & Machinery
 - Working Capital

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

OPERATIONS & ADMINISTRATIVE COMMITTEE

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

Submitted by: Operations and Administrative Committee

2019 CO

**ORDINANCE AMENDING CHAPTER 50, ARTICLE III,
SECTION 50-77 SUMMER FOODS PROGRAMS AND
CHILD AND ADULT CARE PROGRAM FEES**

WHEREAS, the public health, safety and welfare of the citizens of Winnebago County will be better served by adopting the following amendments to the Code of Ordinances of Winnebago County; and

WHEREAS, the Illinois Compiled Statutes, Chapter 55 ILCS 5/5-25013(B) provides that a County Health Department may carry out programs necessary and desirable for the promotion and protection of health and may recommend such rules and regulations as it may deem necessary or desirable for the promotion of health; and

WHEREAS, the Illinois Compiled Statutes, provides that a County Board may set fees it deems reasonable and necessary to provide regulatory activities; and

WHEREAS, the State of Illinois through its Department of Education has a program named the Child and Adult Care Food Program (CACFP) which aids in providing food to children and adults in care institutions and in family and group day care facilities; and

WHEREAS, the State of Illinois through its Department of Education also has the Summer Food Service Program (SFSP) which provides nutritious meals to children during the summer months when school is not in session; and

WHEREAS, the State of Illinois changed how the Winnebago County Health Department is reimbursed for necessary inspections concerning the preparation, handling, and provision of food in CACTP and SFSP programs, therefore the Winnebago County Board of Health recommends that a new category of fee be established in Chapter 50 Health and Sanitation, Article III Food Establishments, Division 2 Compliance Procedures, Section 50-77 by adding:

(13) The fee for a sponsor or agency participating in either the Summer Foods Service Program (SFSP) or the Child and Adult Care Food Program (CACFP) shall be \$120 per site per year. Definitions regarding SFSP and CACFP shall be the most recent definition by the Illinois State Board of Education.

NOW, THEREFORE, BE IT ORDAINED that section 50-77 of the Winnebago County Code is hereby amended by the addition of a section number 13 which shall read as follows:

(13) The fee for a sponsor or agency participating in either the Summer Foods Service Program (SFSP) or the Child and Adult Care Food Program (CACFP) shall be \$120 per site per year.

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

NOW, THEREFORE, BE IT FURTHER ORDAINED, that the Winnebago County Clerk shall provide certified copies of this ordinance amendment upon its adoption to the Director of the Winnebago County Health Department.

Respectfully Submitted,
OPERATIONS & ADMINISTRATIVE COMMITTEE

AGREE

DISAGREE

KEITH McDONALD, CHAIRMAN

KEITH McDONALD, CHAIRMAN

PAUL ARENA

PAUL ARENA

JOHN BUTITTA

JOHN BUTITTA

JEAN CROSBY

JEAN CROSBY

JOE HOFFMAN

JOE HOFFMAN

DOROTHY REDD

DOROTHY REDD

JAIME SALGADO

JAIME SALGADO

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

ATTESTED BY:

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

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

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

Submitted by: Operations and Administrative Committee

2019 CR

**RESOLUTION AUTHORIZING EXECUTION OF AN
OCCUPANCY AGREEMENT BETWEEN THE CHILDREN'S
JUSTICE, INC. AND THE COUNTY OF WINNEBAGO,
CHILDREN'S ADVOCACY PROGRAM**

WHEREAS, the Children's Justice Center, Inc. owns the building located at 826 North Main Street, Rockford, Illinois and has allowed the County of Winnebago, Children's Advocacy Program to occupy the premises to house its programs since 1997; and

WHEREAS, the Occupancy Agreement entered into between the parties has expired; and

WHEREAS, the parties wish to renew the Occupancy Agreement whereby the Children's Advocacy Program would continue to occupy the premises to house its programs for the payment of occupancy costs of \$3,000 per month in lieu of rent from November 1, 2017 through October 31, 2027, with the option of renewing the Agreement for up to five additional successive two-year terms upon the same terms and conditions contained in the Agreement; and

WHEREAS, that it would be in the public interest to enter into an Occupancy Agreement with Children's Justice Center, Inc.

NOW, THEREFORE, BE IT RESOLVED, that the Chairman of the County Board of the County of Winnebago is authorized and directed to execute an Occupancy Agreement with the Children's Justice Center, Inc., which is substantially similar to that attached to this resolution as Exhibit A.

BE IT FURTHER RESOLVED, that this Resolution shall be in full force and effect upon its adoption and its signing by both parties.

BE IT FURTHER RESOLVED, that the Clerk of the County Board is hereby authorized to prepare and deliver certified copies of this Resolution to the Executive

Director of the Children’s Advocacy Program and to the President of the Board of Directors of the Children’s Justice Center, Inc.

Respectfully Submitted,
**OPERATIONS & ADMINISTRATIVE
COMMITTEE**

AGREE

DISAGREE

KEITH MCDONALD, CHAIRMAN

KEITH MCDONALD, CHAIRMAN

JEAN CROSBY

JEAN CROSBY

JOHN BUTITTA

JOHN BUTITTA

JOE HOFFMAN

JOE HOFFMAN

DOROTHY REDD

DOROTHY REDD

JAIME SALGADO

JAIME SALGADO

PAUL ARENA

PAUL ARENA

The above and foregoing Resolution was adopted by the County Board of the County of Winnebago, Illinois this ____ day of _____, 20__.

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

OCCUPANCY AGREEMENT

This Occupancy Agreement ("Agreement") made is _____ day of _____, 2019, by and between Children's Justice Center, Inc., ("Owner") and the County of Winnebago, Children's Advocacy Program ("Occupant"). The Parties hereto agree as follows:

I. OCCUPIED PREMISES

- A. Owner agrees to grant use to Occupant of the building located at 826 North Main Street, Rockford, Illinois, during the term hereinafter provided.
- B. Occupant shall also have exclusive use of the rear entrance to the premises located at the northeast corner of Owner's building.
- C. Owner and Occupant agree that no rents shall be charged and the Occupant shall pay to Owner only those costs reasonably associated with the actual occupancy and contingent costs and expenses related to occupancy of the Occupied Premises.

II. TERM

- A. This Agreement shall commence on November 1, 2017 and expire on October 31, 2027, unless renewed as provided below.
- B. Occupant shall have the option to renew this Agreement for up to five (5) additional and successive two (2) year terms, upon the same terms as contained herein, provided Occupant annually gives Owner notice of its intent to renew the Agreement not less than ninety (90) days prior to the Agreement's then current expiration date.

III. OCCUPANCY COSTS

- A. During the term of this Agreement, Occupant agrees to pay occupancy costs in the amount of Three thousand dollars (\$3,000) per month, in advance, on or before the first day of each month.
- B. Occupancy costs shall be paid at the office of Owner at 826 North Main Street, Rockford, Illinois 61103, or at such other place as may be designated in writing by Owner.
- C. The amount of occupancy costs reflected in Paragraph III A above may be modified or changed to reflect actual occupancy costs, by written agreement of the Owner and Occupant, during the term of this Agreement.

IV. USE OF OCCUPIED PREMISES

- A. Occupant shall use, occupy and operate the Occupied Premises as a child abuse investigation and assessment center and victim advocacy center. Owner acknowledges Occupant's hours of operation will be other than normal 8-5 business hours, and Owner shall operate the Occupied Premises during such hours as are commensurate with such an operation.
- B. Possession of the Occupied Premises by Occupant under this Agreement shall be considered to have begun on the signing by the last of the parties to the Agreement.
- C. Occupant shall have the right to the exclusive occupancy and use of the Occupied Premises, but may permit other government entities or not-for-profit agencies to use the premises for child abuse investigation or assessment or other related purposes.
- D. Owner shall have access into, through and upon the Occupied Premises for the purpose of the operation, maintenance, repair and inspection of the Occupied Premises; provided, however, that such access, except in the case of an emergency, shall occur only after reasonable notice to Occupant, and at reasonable times so as to minimize any interference with the operations of the Occupant and its use of the Occupied Premises.

V. CLEARING, MAINTENANCE AND REPAIR

- A. Occupant shall provide services to clean the Occupied Premises and shall provide for snow removal and landscape maintenance.
- B. Occupant shall maintain, at its expense, in good and reasonable condition, all structural and mechanical components of the Occupied Premises, including, but not limited to plumbing, heating, air conditioning, ventilation, electrical systems, lighting and bulbs.
- C. Owner shall maintain, at its expense, the roof and exterior siding on the building.

VI. UTILITIES

- A. Occupant shall pay its own telephone expenses, including any telephone installation costs.
- B. Owner shall, through the use of occupancy costs, pay for all property taxes, trash removal, water, gas, heat, light power, and other utilities and services which are supplied to the Occupies Premises.
- C. Owner shall, through the use of occupancy costs, pay for property, casualty and general liability insurance of sufficient amount to cover the building and its contents naming the Owner and the Occupant as insureds.

VII. ASSIGNMENT

Occupant may not sublet, nor voluntarily nor by operation of law, assign or otherwise transfer or encumber any part of Occupant's interests in the Occupied Premises without Owner's prior written consent.

VIII. BINDING EFFECT

Subject to any provisions hereof restricting assignment or subletting by Occupant, this Agreement shall bind the parties, their personal representatives, successors, and assigns. This Agreement shall be construed and governed by the laws of the State of Illinois.

Occupant

The County of Winnebago

Owner

Children's Justice Center, Inc.

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

BY: _____
Adam Fleming
Secretary/Treasurer
Board of Directors

ATTEST:

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

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

Submitted by: Operations and Administrative Committee

2019 CR

**RESOLUTION AUTHORIZING COMMUNICATION WITH
THE ILLINOIS GENERAL ASSEMBLY REGARDING
PROPOSED CHANGES TO THE PROPERTY TAX CODE FOR
SALES IN ERROR AND TAX DEEDS**

WHEREAS, the Illinois General Assembly is considering amending the Illinois Property Tax Code and the requirements for sales in error and tax deeds; and

WHEREAS, County Board of the County of Winnebago, Illinois, wishes to make suggestions regarding the changes being considered to the Property Tax Code and the requirements for sales in error and tax deeds; and

WHEREAS, it would be in the best interests of the citizens of Winnebago County to have a representative of the County Board communicate with the Illinois General Assembly to provide input from the County on the changes being considered to the Property Tax Code and the requirements for sales in error and tax deeds.

NOW, THEREFORE, BE IT RESOLVED, that the County Board, by recommendation of the Operations and Administrative Committee, authorize one of the members of the Winnebago County Board to communicate with representatives of the Illinois General Assembly regarding the changes being considered to the Property Tax Code and the requirements for sales in error and tax deeds.

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

Respectfully Submitted,
**OPERATIONS & ADMINISTRATIVE
COMMITTEE**

AGREE

DISAGREE

KEITH MCDONALD, CHAIRMAN

KEITH MCDONALD, CHAIRMAN

JEAN CROSBY

JEAN CROSBY

JOHN BUTITTA

JOHN BUTITTA

JOE HOFFMAN

JOE HOFFMAN

DOROTHY REDD

DOROTHY REDD

JAIME SALGADO

JAIME SALGADO

PAUL ARENA

PAUL ARENA

The above and foregoing Resolution was adopted by the County Board of the
County of Winnebago, Illinois this ____ day of _____, 20__.

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

PUBLIC WORKS COMMITTEE

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

19-CR-XXX

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

**RESOLUTION AUTHORIZING THE EXECUTION OF A
PRELIMINARY ENGINEERING SERVICES AGREEMENT WITH
WILLETT HOFMANN & ASSOCIATES INC., FOR THE REPLACEMENT OF CULVERTS
ON GLEASMAN ROAD WEST AND EAST OF ILLINOIS ROUTE 2
(SECTION 17-000654-00-BR)**

WHEREAS the County of Winnebago was recently awarded Federal funds for the replacement of two culverts on Gleasman Road located west and east of Illinois Route 2; and

WHEREAS most of the preliminary engineering work for this project is being done by County Highway engineering staff, however, there are structural items associated with this project that County staff cannot perform; and

WHEREAS Willett Hofmann & Associates Inc., has agreed to perform and assist County staff to complete the Phase I and Phase II work for this project and to provide structural engineering services for a not to exceed fee of \$37,706.16 as set forth in the attached Agreement; and

WHEREAS it would be in the public interest to enter into the attached Preliminary Engineering Services Agreement for Local Funds Phase I for the replacement of two culverts on Gleasman Road located west and east of Illinois Route 2.

NOW THEREFORE BE IT RESOLVED by the County Board of the County of Winnebago, Illinois that the County Board Chairman is authorized to execute on behalf of the County of Winnebago the attached Preliminary Engineering Services Agreement for Local Funds Phase I in substantially the form attached hereto; and

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

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

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

Respectfully submitted,
PUBLIC WORKS COMMITTEE

AGREE

DISAGREE



Dave Tassoni, Chairman

Dave Tassoni, Chairman

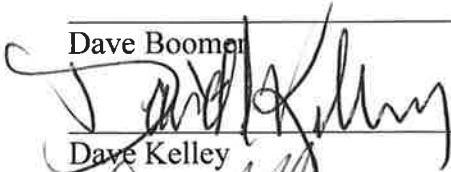


Burt Gerl

Burt Gerl

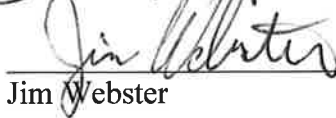
Dave Boomer

Dave Boomer



Dave Kelley

Dave Kelley



Jim Webster

Jim Webster

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

Municipality	L O C A L A G E N C Y	Preliminary Engineering Services Agreement For Local Funds Phase I	C O N S U L T A N T	Name Willett, Hofmann & Associates, Inc.
Township				Address 57 Airport Drive
County Winnebago County				City Rockford
Section 17-00654-00-BR				State IL

THIS AGREEMENT is made and entered into this _____ day of _____, 2019 between the above Local Agency (LA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the improvement of the above SECTION. Motor Fuel Tax Funds, allotted to the LA by the State of Illinois under the general supervision of the State Department of Transportation, hereinafter called the "DEPARTMENT", will be used entirely or in part to finance ENGINEERING services as described under AGREEMENT PROVISIONS.

Section Description

Name CH 71/FAU 5000 (Gleasant Road) Over Unnamed Creek

Route FAU 5000 Length 0.11 mile Mi. 600 FT (Structure No. 5167 & 5016)

Termini Station 17+00 to Station 23+00

Description:

All phase I hydraulics & phase II engineering work for the removal and replacement of a double barrel reinforced concrete box culvert (SN 101-5167) and a double barrel plus a single barrel box culvert for SN 101-5016 & approach roadway work thereto. This agreement along with the attached Special Provisions (Exhibit A) and Exhibits B, C, D, E & F constitute the agreement between both parties.

Agreement Provisions

The Engineer Agrees,

1. To perform or be responsible for the performance of the following engineering services for the LA, in connection with the proposed improvements herein before described, and checked below:
 - a. ☒ Make such detailed surveys as are necessary for the preparation of detailed roadway plans
 - b. ☒ Make stream and flood plain hydraulic surveys and gather high water data, and flood histories for the preparation of detailed bridge plans.
 - c. ☐ Make or cause to be made such soil surveys or subsurface investigations including borings and soil profiles and analyses thereof as may be required to furnish sufficient data for the design of the proposed improvement. Such investigations are to be made in accordance with the current requirements of the DEPARTMENT.
 - d. ☐ Make or cause to be made such traffic studies and counts and special intersection studies as may be required to furnish sufficient data for the design of the proposed improvement.
 - e. ☒ Review Army Corps of Engineers Permit, Department of Natural Resources-Office of Water Resources Permit, Bridge waterway sketch, and/or Channel Change sketch, Utility plan and locations, and Railroad Crossing work agreements prepared by the department.
 - f. ☒ Prepare Preliminary Bridge design and Hydraulic Report, (including economic analysis of bridge or culvert types) and high water effects on roadway overflows and bridge approaches.
 - g. ☒ Make complete general and detailed plans, special provisions, proposals and estimates of cost and furnish the LA with five (5) copies of the plans, special provisions, proposals and estimates. Additional copies of any or all documents, if required, shall be furnished to the LA by the ENGINEER at his actual cost for reproduction.
 - h. ☒ Furnish the LA with survey and drafts in quadruplicate of all necessary right-of-way dedications, construction easement and borrow pit and channel change agreements including prints of the corresponding plats and staking as required.

- i. ☐ Assist the LA in the tabulation and interpretation of the contractors' proposals
 - j. ☐ Prepare the necessary environmental documents in accordance with the procedures adopted by the DEPARTMENT's Bureau of Local Roads & Streets.
 - k. ☒ Review the Project Development Report prepared by the DEPARTMENT.
- (2) That all reports, plans, plats and special provisions to be furnished by the ENGINEER pursuant to the AGREEMENT, will be in accordance with current standard specifications and policies of the DEPARTMENT. It is being understood that all such reports, plans, plans and drafts shall, before being finally accepted, be subject to approval by the LA and the DEPARTMENT.
- (3) To attend conferences at any reasonable time when requested to do so by representatives of the LA or the Department.
- (4) In the event plans or surveys are found to be in error during construction of the SECTION and revisions of the plans or survey corrections are necessary, the ENGINEER agrees that he will perform such work without expense to the LA, even though final payment has been received by him. He shall give immediate attention to these changes so there will be a minimum delay to the Contractor.
- (5) That basic survey notes and sketches, charts, computations and other data prepared or obtained by the Engineer pursuant to this AGREEMENT will be made available, upon request, to the LA or the DEPARTMENT without cost and without restriction or limitations as to their use.
- (6) That all plans and other documents furnished by the ENGINEER pursuant to this AGREEMENT will be endorsed by him and will show his professional seal where such is required by law.

The LA Agrees,

TO PAY THE ENGINEER AS COMPENSATION FOR ALL SERVICES PER ATTACHED SPECIAL PROVISIONS WHICH ARE ATTACHED HERETO AND INCORPORATED HEREIN AS EXHIBIT A.

1. ~~To pay the ENGINEER as compensation for all services performed as stipulated in paragraphs 1a, 1g, 1i, 2, 3, 5 and 6 in accordance with one of the following methods indicated by a check mark:~~

- ~~a. ☐ A sum of money equal to _____ percent of the awarded contract cost of the proposed improvement as approved by the DEPARTMENT.~~
- ~~b. ☐ A sum of money equal to the percent of the awarded contract cost for the proposed improvement as approved by the DEPARTMENT based on the following schedule:~~

Schedule for Percentages Based on Awarded Contract Cost

Awarded Cost	Percentage Fees	(see note)
Under \$50,000	_____	%
	_____	%
	_____	%
	_____	%
	_____	%
	_____	%

~~Note: Not necessarily a percentage. Could use per diem, cost plus or lump sum.~~

~~2. To pay for services stipulated in paragraphs 1b, 1c, 1d, 1e, 1f, 1h, 1j & 1k of the ENGINEER AGREES at actual cost of performing such work plus _____ percent to cover profit, overhead and readiness to serve "actual cost" being defined as material cost plus payrolls, insurance, social security and retirement deductions. Traveling and other out of pocket expenses will be reimbursed to the ENGINEER at his actual cost. Subject to the approval of the LA, the ENGINEER may sublet all or part of the services provided under the paragraph 1b, 1c, 1d, 1e, 1f, 1h, 1j & 1k. If the ENGINEER sublets all or part of this work, the LA will pay the cost to the ENGINEER plus a five (5) percent service charge.~~

~~"Cost to Engineer" to be verified by furnishing the LA and the DEPARTMENT copies of invoices from the party doing the work. The classifications of the employees used in the work should be consistent with the employee classifications for the services performed. If the personnel of the firm, including the Principal Engineer, perform routine services that should normally be performed by lesser salaried personnel, the wage rate billed for such services shall be commensurate with the work performed.~~

- ~~3. That payments due the ENGINEER for services rendered in accordance with this AGREEMENT will be made as soon as practicable after the services have been performed in accordance with the following schedule:~~
- ~~a. Upon completion of detailed plans, special provisions, proposals and estimate of cost being the work required by paragraphs 1a through 1g under THE ENGINEER AGREES to the satisfaction of the LA and their approval by the DEPARTMENT, 90 percent of the total fee due under this AGREEMENT based on the approved estimate of cost.~~
 - ~~b. Upon award of the contract for the improvement by the LA and its approval by the DEPARTMENT, 100 percent of the total fee due under the AGREEMENT based on the awarded contract cost, less any amounts paid under "a" above.~~
- ~~By Mutual agreement, partial payments, not to exceed 90 percent of the amount earned, may be made from time to time as the work progresses.~~
- ~~4. That, should the improvement be abandoned at any time after the ENGINEER has performed any part of the services provided for in paragraphs 1a, through 1h and prior to the completion of such services, the LA shall reimburse the ENGINEER for his actual costs plus _____ percent incurred up to the time he is notified in writing of such abandonment "actual cost" being defined as in paragraph 2 of THE LA AGREES.~~
- ~~5. That, should the LA require changes in any of the detailed plans, specifications or estimates except for those required pursuant to paragraph 4 of THE ENGINEER AGREES, after they have been approved by the DEPARTMENT, the LA will pay the ENGINEER for such changes on the basis of actual cost plus _____ percent to cover profit, overhead and readiness to serve "actual cost" being defined as in paragraph 2 of THE LA AGREES. It is understood that "changes" as used in this paragraph shall in no way relieve the ENGINEER of his responsibility to prepare a complete and adequate set of plans and specifications.~~
-

It is Mutually Agreed,

1. That any difference between the ENGINEER and the LA concerning their interpretation of the provisions of this Agreement shall be referred to a committee of disinterested parties consisting of one member appointed by the ENGINEER, one member appointed by the LA and a third member appointed by the two other members for disposition and that the committee's decision shall be final.
2. This AGREEMENT may be terminated by the LA upon giving notice in writing to the ENGINEER at his last known post office address. Upon such termination, the ENGINEER shall cause to be delivered to the LA all surveys, permits, agreements, preliminary bridge design & hydraulic report, drawings, specifications, partial and completed estimates and data, if any from traffic studies and soil survey and subsurface investigations with the understanding that all such material becomes the property of the LA. The ENGINEER shall be paid for any services completed and any services partially completed in accordance with Section 4 of THE LA AGREES.
3. That if the contract for construction has not been awarded one year after the acceptance of the plans by the LA and their approval by the DEPARTMENT, the LA will pay the ENGINEER the balance of the engineering fee due to make 100 percent of the total fees due under this AGREEMENT, based on the estimate of cost as prepared by the ENGINEER and approved by the LA and the DEPARTMENT.
4. That the ENGINEER warrants that he/she has not employed or retained any company or person, other than a bona fide employee working solely for the ENGINEER, to solicit or secure this contract, and that he/she has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the ENGINEER, any fee, commission, percentage, brokerage fee, gifts or any other consideration, contingent upon or resulting from the award or making of this contract. For Breach or violation of this warranty the LA shall have the right to annul this contract without liability.

IN WITNESS WHEREOF, the parties have caused the AGREEMENT to be executed in quadruplicate counterparts, each of which shall be considered as an original by their duly authorized officers.

Executed by the LA:

Winnebago of the
(Municipality/Township/County)
ATTEST: State of Illinois, acting by and through its
By _____
Lori Gummow, County Clerk By _____
(Seal) Title Frank Haney, County Board Chairman

Executed by the ENGINEER:

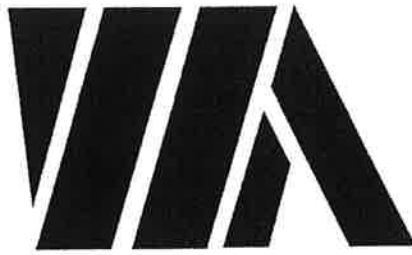
Willett, Hofmann & Associates, Inc.
809 E. 2nd Street
Dixon, IL 61021
ATTEST: By _____
Thomas W. Houch, A.I.A., P.E., LEED AP BD+C Vice President
Title _____
By _____
Brian K. Converse, P.E., S.E. President & General Manager
Title _____

Approved

Date

Department of Transportation

Regional Engineer



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

52 Airport Drive
Rockford, IL 61109

April 19, 2019

EXHIBIT A
Special Provisions
Pages 1-2 of 2

Project:	CH 71/FAU 5000 (Gleasant Road) over Unnamed Creek
Section:	17-00654-00-BR
County:	Winnebago

Winnebago County
CH 71/FAU 5000 (Gleasant Road) Over Unnamed Creek
Structure Numbers 101-5167 & 101-5016
Section 17-00654-00-BR

EXHIBIT "A"

Special Provisions

Paragraphs 1, 2, 3, 4, & 5 of the "LA Agrees" portion of this agreement is/are amended to include the following agreement(s) of the parties:

The LA Agrees,

1. a.) To pay the ENGINEER as compensation for all services rendered in accordance with this AGREEMENT, on the basis of ☒ cost plus fixed fee or ☐ specific rate. The total compensation for this shall not exceed \$ 37,706.16. The provisional rate for fringe benefit and overhead for the actual cost-plus fixed fee method of payment as shown above has been audited and determined by the DEPARTMENT and is in effect.

Average hourly rates for each classification have been used to establish the total agreement cost above. During invoicing the actual payroll rate of the employee performing the work will be used. Actual Payroll Rates shall be within the ranges on the attached table.

2. That payments due the ENGINEER for services rendered pursuant to this AGREEMENT will be made as soon as practicable after the services have been performed, in accordance with the following schedule:

a.) Monthly during the course of surveys and preparation of plans and estimate of cost, payments equal to 90% of an amount arrived at as provided in paragraph 1 above but based on the work performed to date. From the partial payments thus computed each month, there shall be deducted all previous partial fee payments made to the ENGINEER.

b.) Upon completion of project report and associated work to the satisfaction of the LA and the DEPARTMENT, 100 percent of the fee based on the provisions of paragraph 1 above for surveys and associated project report work, less any amounts paid under "a" above.

3. That, should the improvement be abandoned at any time after the ENGINEER has performed any part of the services provided for in paragraphs 1a, 1b, 1c, 1d, 1e, 1f, 1g, 1h, 1j & 1k, and prior to the completion of such services, the LA shall reimburse the ENGINEER as compensation for all services performed up to the time he is notified in writing of such abandonment at the hourly rates stipulated in Exhibit D1 for personnel assigned to this SECTION as payment in full to the ENGINEER for the actual time spent in providing these services the hourly rates to include profit, overhead, readiness to serve, insurance, social security and retirement deductions. Materials, traveling and other out-of-pocket expense will be reimbursed to the ENGINEER at his actual cost.

Winnebago County
CH 71/FAU 5000 (Gleasant Road) Over Unnamed Creek
Structure Numbers 101-5167 & 101-5016
Section 17-00654-00-BR

4. That, should the LA require changes in any of the detailed plans, specifications, estimates, or project report after they have been approved, the LA will pay the ENGINEER for such changes in accordance with paragraph 1 above. It is understood that "changes" as used in this paragraph shall in no way relieve the ENGINEER of his responsibility to prepare a complete and adequate set of plans.
5. To assist the ENGINEER by placing at his disposal all available information pertinent to the site of the project including previous reports and any other data relative to design and construction of the project.
6. To guarantee access to and make all provisions for the ENGINEER to enter upon public and private lands as required for the ENGINEER to perform his work under this AGREEMENT.
7. To furnish the ENGINEER with a description of and the names of Owners and lien holders of property adjacent to the proposed improvement where such data is needed for the preparation of plans and/or right of way or easement plats.
8. It is understood that the consultant is to perform review only for the needed permits except the hydraulic analysis and culvert/bridge sizing will be performed by the consultant. The consultant is to review the preliminary bridge design and hydraulic report prepared by the owner. The consultant is to review the project development report prepared by the owner.



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

57 Airport Drive
Rockford, IL 61109

April 19, 2019

EXHIBIT B
Cost Estimate of Consultant Services
S.N. 101-5167
Page 1-1 of 1

Project:	CH 71/FAU 5000 (Gleasant Road) over Unnamed Creek
Section:	17-00654-00-BR
County:	Winnebago

COST ESTIMATE OF CONSULTANT SERVICES - EXHIBIT "B"

Route: CH 71/ FAU 5000
 Project: CH 71 over Unnamed Creek
 Section: 17-00654-00-BR
 County: Winnebago
 Township: Roscoe
 Exist Str No: 101-5167
 Type of Funding: Local

Date: April 19, 2019

Firm: Willett, Hofmann & Associates, Inc.

Estimate Prepared By: Brian K. Converse. P.E., S.E.

Item	Man Hours	Average Hourly Rate	Payroll	*	InHouse Direct Costs	*	Services By Others	Total (C)+(D)+(E)+ (F)+(G) (H)	% of Grand Total
	(A)	(B)	(C)	(D)	(E)	(F)	(G)		(I)
Configure Point Files By Others	10.0	\$95.70	\$957.00					\$957.00	5.1%
Additional Survey Pickup	9.0	\$87.50	\$787.50					\$787.50	4.2%
Permit Review	8.0	\$114.47	\$915.76					\$915.76	4.9%
Hydrologic & Hydraulic Calculation Review	18.0	\$119.93	\$2,158.74					\$2,158.74	11.5%
Preliminary Bridge Design & Hydraulic Report Review	9.0	\$119.93	\$1,079.37					\$1,079.37	5.7%
Administration & Project Management & meetings	12.0	\$139.04	\$1,668.48					\$1,668.48	8.8%
Project Development Report Review	8.0	\$126.75	\$1,014.00					\$1,014.00	5.4%
Courthouse Research	3.5	\$91.61	\$320.64					\$320.64	1.7%
ROW Survey	22.0	\$86.62	\$1,905.64					\$1,905.64	10.1%
ROW Computations	16.0	\$95.70	\$1,531.20					\$1,531.20	8.1%
ROW Plats	20.0	\$95.70	\$1,914.00					\$1,914.00	10.2%
ROW Legal Descriptions	5.5	\$117.95	\$648.73					\$648.73	3.4%
ROW QA/QC	2.0	\$126.30	\$252.60					\$252.60	1.3%
Download & Tin Model Cleanup	4.0	\$95.70	\$382.80					\$382.80	2.0%
Set ROW Pins	6.0	\$82.65	\$495.90					\$495.90	2.6%
Preliminary Plan & Profiles Plus Cross Sections	24.0	\$117.53	\$2,820.72					\$2,820.72	15.0%
TOTAL =	177.0		\$18,853.08	\$0.00	\$0.00	\$0.00	\$0.00	\$18,853.08	100.0%



WILLETT HOFMANN
& ASSOCIATES INC
ENGINEERING ARCHITECTURE LAND SURVEYING

57 Airport Drive
Rockford, IL 61109

April 19, 2019

EXHIBIT C
Average Hourly Project Rates
S.N. 101-5167
Pages 1-4 of 4

Project:	CH 71/FAU 5000 (Gleasant Road) over Unnamed Creek
Section:	17-00654-00-BR
County:	Winnebago

AVERAGE HOURLY PROJECT RATES - EXHIBIT "C"

Route: CH 71/ FAU 5000
 Project: CH 71 over Unnamed Creek
 Section: 17-00654-00-BR
 County: Winnebago
 Township: Roscoe
 Exist Str No: 101-5167
 Type of Funding: Local

Date: April 19, 2019

Firm: Willett, Hofmann & Associates, Inc.

Sheet: 1 of 4

Payroll Classification	Billing Rates	Configure Point Files By Others			Additional Survey Pickup			Permit Review			Hydrologic & Hydraulic Calculation Review		
		Hours	% Part.	Wgtd. Rate	Hours	% Part.	Wgtd. Rate	Hours	% Part.	Wgtd. Rate	Hours	% Part.	Wgtd. Rate
Principal Engineering Manager	\$172.30		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00
Engineering Manager	\$163.60		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00	2.0	11.11%	\$18.18
Civil Engineer IV	\$129.00		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00
Civil Engineer III	\$114.47		0.00%	\$0.00		0.00%	\$0.00	8.0	100.00%	\$114.47	16.0	88.89%	\$101.75
Civil Engineering Intern II	\$104.40		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00
Civil Engineering Intern I	\$97.50		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00
Principal Architectural Manager	\$156.90		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00
Architect IV	\$146.40		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00
Architect III	\$122.00		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00
Architectural Intern II	\$116.20		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00
Architectural Intern I	\$97.10		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00
Professional Land Surveyor Manager	\$126.30		0.00%	\$0.00	1.0	11.11%	\$14.03		0.00%	\$0.00		0.00%	\$0.00
Professional Land Surveyor IV	\$113.30		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00
Professional Land Surveyor III	\$95.70	10.0	100.00%	\$95.70		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00
Professional Land Surveyor (SIT) II	\$92.40		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00
Professional Land Surveyor (SIT) I	\$82.70		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00
Technician IV	\$94.60		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00
Technician III	\$70.30		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00
Technician II	\$67.10		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00
Technician I	\$56.85		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00
Survey Worker Foreman	\$84.80		0.00%	\$0.00	4.0	44.44%	\$37.69		0.00%	\$0.00		0.00%	\$0.00
Survey Worker	\$80.50		0.00%	\$0.00	4.0	44.44%	\$35.78		0.00%	\$0.00		0.00%	\$0.00
Administrative Assistant	\$65.60		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00
TOTALS:		10.0	100.00%	\$95.70	9.0	100.00%	\$87.50	8.0	100.00%	\$114.47	18.0	100.00%	\$119.93

AVERAGE HOURLY PROJECT RATES - EXHIBIT "C"

Route: CH 71/ FAU 5000
 Project: CH 71 over Unnamed Creek
 Section: 17-00654-00-BR
 County: Winnebago
 Township: Roscoe
 Exist Str No: 101-5167
 Type of Funding: Local

Date: April 19, 2019

Firm: Willett, Hofmann & Associates, Inc.

Sheet: 2 of 4

Payroll Classification	Billing Rates	Preliminary Bridge Design & Hydraulic Report Review			Administration & Project Management & meetings			Project Development Report Review			Courthouse Research		
		Hours	% Part.	Wgtd. Rate	Hours	% Part.	Wgtd. Rate	Hours	% Part.	Wgtd. Rate	Hours	% Part.	Wgtd. Rate
Principal Engineering Manager	\$172.30		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00
Engineering Manager	\$163.60	1.0	11.11%	\$18.18	6.0	50.00%	\$81.80	2.0	25.00%	\$40.90		0.00%	\$0.00
Civil Engineer IV	\$129.00		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00
Civil Engineer III	\$114.47	8.0	88.89%	\$101.75	6.0	50.00%	\$57.24	6.0	75.00%	\$85.85		0.00%	\$0.00
Civil Engineering Intern II	\$104.40		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00
Civil Engineering Intern I	\$97.50		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00
Principal Architectural Manager	\$156.90		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00
Architect IV	\$146.40		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00
Architect III	\$122.00		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00
Architectural Intern II	\$116.20		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00
Architectural Intern I	\$97.10		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00
Professional Land Surveyor Manager	\$126.30		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00	1.5	42.86%	\$54.13
Professional Land Surveyor IV	\$113.30		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00
Professional Land Surveyor III	\$95.70		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00
Professional Land Surveyor (SIT) II	\$92.40		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00
Professional Land Surveyor (SIT) I	\$82.70		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00
Technician IV	\$94.60		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00
Technician III	\$70.30		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00
Technician II	\$67.10		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00
Technician I	\$56.85		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00
Survey Worker Foreman	\$84.80		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00
Survey Worker	\$80.50		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00
Administrative Assistant	\$65.60		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00	2.0	57.14%	\$37.49
TOTALS:		9.0	100.00%	\$119.93	12.0	100.00%	\$139.04	8.00	100.00%	\$126.75	3.50	100.00%	\$91.61

AVERAGE HOURLY PROJECT RATES - EXHIBIT "C"

Route: CH 71/ FAU 5000
 Project: CH 71 over Unnamed Creek
 Section: 17-00654-00-BR
 County: Winnebago
 Township: Roscoe
 Exist Str No: 101-5167
 Type of Funding: Local

Date: April 19, 2109

Firm: Willett, Hofmann & Associates, Inc.

Sheet: 3 of 4

Payroll Classification	Billing Rates	ROW Survey			ROW Coumputations			ROW Plats			ROW Legal Descriptions		
		Hours	% Part.	Wgtd. Rate	Hours	% Part.	Wgtd. Rate	Hours	% Part.	Wgtd. Rate	Hours	% Part.	Wgtd. Rate
Principal Engineering Manager	\$172.30		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00
Engineering Manager	\$163.60		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00
Civil Engineer IV	\$129.00		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00
Civil Engineer III	\$114.47		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00
Civil Engineering Intern II	\$104.40		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00
Civil Engineering Intern I	\$97.50		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00
Principal Architectural Manager	\$156.90		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00
Architect IV	\$146.40		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00
Architect III	\$122.00		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00
Architectural Intern II	\$116.20		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00
Architectural Intern I	\$97.10		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00
Professional Land Surveyor Manager	\$126.30	2.0	9.09%	\$11.48		0.00%	\$0.00		0.00%	\$0.00	4.0	72.73%	\$91.85
Professional Land Surveyor IV	\$113.30		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00
Professional Land Surveyor III	\$95.70		0.00%	\$0.00	16.0	100.00%	\$95.70	20.0	100.00%	\$95.70	1.5	27.27%	\$26.10
Professional Land Surveyor (SIT) II	\$92.40		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00
Professional Land Surveyor (SIT) I	\$82.70		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00
Technician IV	\$94.60		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00
Technician III	\$70.30		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00
Technician II	\$67.10		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00
Technician I	\$56.85		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00
Survey Worker Foreman	\$84.80	10.0	45.45%	\$38.55		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00
Survey Worker	\$80.50	10.0	45.45%	\$36.59		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00
Administrative Assistant	\$65.60		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00
TOTALS:		22.0	100.00%	\$86.62	16.0	100.00%	\$95.70	20.0	100.00%	\$95.70	5.5	100.00%	\$117.95

AVERAGE HOURLY PROJECT RATES - EXHIBIT "C"

Route: CH 71/ FAU 5000
 Project: CH 71 over Unnamed Creek
 Section: 17-00654-00-BR
 County: Winnebago
 Township: Roscoe
 Exist Str No: 101-5167
 Type of Funding: Local

Date: April 19, 2019

Firm: Willett, Hofmann & Associates, Inc.

Sheet: 4 of 4

Payroll Classification	Billing Rates	ROW QA/QC			Download & Tin Model Cleanup			Set ROW Pins			Preliminary Plan & Profiles Plus Cross Sections		
		Hours	% Part.	Wgtd. Rate	Hours	% Part.	Wgtd. Rate	Hours	% Part.	Wgtd. Rate	Hours	% Part.	Wgtd. Rate
Principal Engineering Manager	\$172.30		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00
Engineering Manager	\$163.60		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00
Civil Engineer IV	\$129.00		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00	16.0	66.67%	\$86.00
Civil Engineer III	\$114.47		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00
Civil Engineering Intern II	\$104.40		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00
Civil Engineering Intern I	\$97.50		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00
Principal Architectural Manager	\$156.90		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00
Architect IV	\$146.40		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00
Architect III	\$122.00		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00
Architectural Intern II	\$116.20		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00
Architectural Intern I	\$97.10		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00
Professional Land Surveyor Manager	\$126.30	2.0	100.00%	\$126.30		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00
Professional Land Surveyor IV	\$113.30		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00
Professional Land Surveyor III	\$95.70		0.00%	\$0.00	4.0	100.00%	\$95.70		0.00%	\$0.00		0.00%	\$0.00
Professional Land Surveyor (SIT) II	\$92.40		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00
Professional Land Surveyor (SIT) I	\$82.70		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00
Technician IV	\$94.60		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00	8.0	33.33%	\$31.53
Technician III	\$70.30		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00
Technician II	\$67.10		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00
Technician I	\$56.85		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00
Survey Worker Foreman	\$84.80		0.00%	\$0.00		0.00%	\$0.00	3.0	50.00%	\$42.40		0.00%	\$0.00
Survey Worker	\$80.50		0.00%	\$0.00		0.00%	\$0.00	3.0	50.00%	\$40.25		0.00%	\$0.00
Administrative Assistant	\$65.60		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00
TOTALS:		2.0	100.00%	\$126.30	4.0	100.00%	\$95.70	6.0	100.00%	\$82.65	24.0	100.00%	\$117.53



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

57 Airport Drive
Rockford, IL 61109

April 19, 2019

EXHIBIT D
Cost Estimate for Consultant Services
S.N. 101-5016
Page 1-1 of 1

Project:	CH 71/FAU 5000 (Gleasant Road) over Unnamed Creek
Section:	17-00654-00-BR
County:	Winnebago

COST ESTIMATE OF CONSULTANT SERVICES - EXHIBIT "D"

Route: CH 71/ FAU 5000
 Project: CH 71 over Unnamed Creek
 Section: 17-00654-00-BR
 County: Winnebago
 Township: Roscoe
 Exist Str No: 101-5016
 Type of Funding: Local

Date: April 19, 2019

Firm: Willett, Hofmann & Associates, Inc.

Estimate Prepared By: Brian K. Converse, P.E., S.E.

Item	Man Hours	Average Hourly Rate	Payroll	*	InHouse Direct Costs	*	Services By Others	Total (C)+(D)+(E)+ (F)+(G) (H)	% of Grand Total (I)
	(A)	(B)	(C)	(D)	(E)	(F)	(G)		
Configure Point Files By Others	10.0	\$95.70	\$957.00					\$957.00	5.1%
Additional Survey Pickup	9.0	\$87.50	\$787.50					\$787.50	4.2%
Permit Review	8.0	\$114.47	\$915.76					\$915.76	4.9%
Hydrologic & Hydraulic Calculation Review	18.0	\$119.93	\$2,158.74					\$2,158.74	11.5%
Preliminary Bridge Design & Hydraulic Report Review	9.0	\$119.93	\$1,079.37					\$1,079.37	5.7%
Administration, Project Management & Meetings	12.0	\$139.04	\$1,668.48					\$1,668.48	8.8%
Project Development Report Review	8.0	\$126.75	\$1,014.00					\$1,014.00	5.4%
Courthouse Research	3.5	\$91.61	\$320.64					\$320.64	1.7%
ROW Survey	22.0	\$86.62	\$1,905.64					\$1,905.64	10.1%
ROW Computations	16.0	\$95.70	\$1,531.20					\$1,531.20	8.1%
ROW Plats	20.0	\$95.70	\$1,914.00					\$1,914.00	10.2%
ROW Legal Descriptions	5.5	\$117.95	\$648.73					\$648.73	3.4%
ROW QA/QC	2.0	\$126.30	\$252.60					\$252.60	1.3%
Download & Tin Model Cleanup	4.0	\$95.70	\$382.80					\$382.80	2.0%
Set ROW Pins	6.0	\$82.65	\$495.90					\$495.90	2.6%
Preliminary Plan & Profiles Plus Cross Sections	24.0	\$117.53	\$2,820.72					\$2,820.72	15.0%
TOTAL =	177.0		\$18,853.08	\$0.00	\$0.00	\$0.00	\$0.00	\$18,853.08	100.0%



WILLETT HOFMANN
& ASSOCIATES INC
ENGINEERING ARCHITECTURE LAND SURVEYING

57 Airport Drive
Rockford, IL 61109

April 19, 2019

EXHIBIT E
Average Hourly Project Rates
S.N. 101-5016
Pages 1-4 of 4

Project:	CH 71/FAU 5000 (Gleasant Road) over Unnamed Creek
Section:	17-00654-00-BR
County:	Winnebago

AVERAGE HOURLY PROJECT RATES - EXHIBIT "E"

Route: CH 71/ FAU 5000
 Project: CH 71 over Unnamed Creek
 Section: 17-00654-00-BR
 County: Winnebago
 Township: Roscoe
 Exist Str No: 101-5016
 Type of Funding: Local

Date: April 19, 2019

Firm: Willett, Hofmann & Associates, Inc.

Sheet: 1 of 4

Payroll Classification	Billing Rates	Configure Point Files By Others			Additional Survey Pickup			Permit Review			Hydrologic & Hydraulic Calculation Review		
		Hours	% Part.	Wgt'd. Rate	Hours	% Part.	Wgt'd. Rate	Hours	% Part.	Wgt'd. Rate	Hours	% Part.	Wgt'd. Rate
Principal Engineering Manager	\$172.30		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00
Engineering Manager	\$163.60		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00	2.0	11.11%	\$18.18
Civil Engineer IV	\$129.00		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00
Civil Engineer III	\$114.47		0.00%	\$0.00		0.00%	\$0.00	8.0	100.00%	\$114.47	16.0	88.89%	\$101.75
Civil Engineering Intern II	\$104.40		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00
Civil Engineering Intern I	\$97.50		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00
Principal Architectural Manager	\$156.90		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00
Architect IV	\$146.40		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00
Architect III	\$122.00		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00
Architectural Intern II	\$116.20		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00
Architectural Intern I	\$97.10		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00
Professional Land Surveyor Manager	\$126.30		0.00%	\$0.00	1.0	11.11%	\$14.03		0.00%	\$0.00		0.00%	\$0.00
Professional Land Surveyor IV	\$113.30		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00
Professional Land Surveyor III	\$95.70	10.0	100.00%	\$95.70		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00
Professional Land Surveyor (SIT) II	\$92.40		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00
Professional Land Surveyor (SIT) I	\$82.70		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00
Technician IV	\$94.60		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00
Technician III	\$70.30		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00
Technician II	\$67.10		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00
Technician I	\$56.85		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00
Survey Worker Foreman	\$84.80		0.00%	\$0.00	4.0	44.44%	\$37.69		0.00%	\$0.00		0.00%	\$0.00
Survey Worker	\$80.50		0.00%	\$0.00	4.0	44.44%	\$35.78		0.00%	\$0.00		0.00%	\$0.00
Administrative Assistant	\$65.60		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00
TOTALS:		10.0	100.00%	\$95.70	9.0	100.00%	\$87.50	8.0	100.00%	\$114.47	18.0	100.00%	\$119.93

AVERAGE HOURLY PROJECT RATES - EXHIBIT "E"

Route: CH 71/ FAU 5000
 Project: CH 71 over Unnamed Creek
 Section: 17-00654-00-BR
 County: Winnebago
 Township: Roscoe
 Exist Str No: 101-5016
 Type of Funding: Local

Date: April 19, 2019

Firm: Willett, Hofmann & Associates, Inc.

Sheet: 2 of 4

Payroll Classification	Billing Rates	Preliminary Bridge Design & Hydraulic Report Review			Administration, Project Management & Meetings			Project Development Report Review			Courthouse Research		
		Hours	% Part.	Wgtd. Rate	Hours	% Part.	Wgtd. Rate	Hours	% Part.	Wgtd. Rate	Hours	% Part.	Wgtd. Rate
Principal Engineering Manager	\$172.30		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00
Engineering Manager	\$163.60	1.0	11.11%	\$18.18	6.0	50.00%	\$81.80	2.0	25.00%	\$40.90		0.00%	\$0.00
Civil Engineer IV	\$129.00		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00
Civil Engineer III	\$114.47	8.0	88.89%	\$101.75	6.0	50.00%	\$57.24	6.0	75.00%	\$85.85		0.00%	\$0.00
Civil Engineering Intern II	\$104.40		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00
Civil Engineering Intern I	\$97.50		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00
Principal Architectural Manager	\$156.90		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00
Architect IV	\$146.40		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00
Architect III	\$122.00		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00
Architectural Intern II	\$116.20		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00
Architectural Intern I	\$97.10		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00
Professional Land Surveyor Manager	\$126.30		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00	1.5	42.86%	\$54.13
Professional Land Surveyor IV	\$113.30		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00
Professional Land Surveyor III	\$95.70		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00
Professional Land Surveyor (SIT) II	\$92.40		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00
Professional Land Surveyor (SIT) I	\$82.70		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00
Technician IV	\$94.60		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00
Technician III	\$70.30		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00
Technician II	\$67.10		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00
Technician I	\$56.85		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00
Survey Worker Foreman	\$84.80		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00
Survey Worker	\$80.50		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00
Administrative Assistant	\$65.60		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00	2.0	57.14%	\$37.49
TOTALS:		9.0	100.00%	\$119.93	12.0	100.00%	\$139.04	8.0	100.00%	\$126.75	3.50	100.00%	\$91.61

AVERAGE HOURLY PROJECT RATES - EXHIBIT "E"

Route: CH 71/ FAU 5000
 Project: CH 71 over Unnamed Creek
 Section: 17-00654-00-BR
 County: Winnebago
 Township: Roscoe
 Exist Str No: 101-5016
 Type of Funding: Local

Date: April 19, 2019

Firm: Willett, Hofmann & Associates, Inc.

Sheet: 3 of 4

Payroll Classification	Billing Rates	ROW Survey			ROW Computations			ROW Plats			ROW Legal Descriptions		
		Hours	% Part.	Wgtd. Rate	Hours	% Part.	Wgtd. Rate	Hours	% Part.	Wgtd. Rate	Hours	% Part.	Wgtd. Rate
Principal Engineering Manager	\$172.30		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00
Engineering Manager	\$163.60		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00
Civil Engineer IV	\$129.00		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00
Civil Engineer III	\$114.47		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00
Civil Engineering Intern II	\$104.40		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00
Civil Engineering Intern I	\$97.50		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00
Principal Architectural Manager	\$156.90		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00
Architect IV	\$146.40		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00
Architect III	\$122.00		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00
Architectural Intern II	\$116.20		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00
Architectural Intern I	\$97.10		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00
Professional Land Surveyor Manager	\$126.30	2.0	9.09%	\$11.48		0.00%	\$0.00		0.00%	\$0.00	4.0	72.73%	\$91.85
Professional Land Surveyor IV	\$113.30		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00
Professional Land Surveyor III	\$95.70		0.00%	\$0.00	16.0	100.00%	\$95.70	20.0	100.00%	\$95.70	1.5	27.27%	\$26.10
Professional Land Surveyor (SIT) II	\$92.40		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00
Professional Land Surveyor (SIT) I	\$82.70		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00
Technician IV	\$94.60		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00
Technician III	\$70.30		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00
Technician II	\$67.10		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00
Technician I	\$56.85		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00
Survey Worker Foreman	\$84.80	10.0	45.45%	\$38.55		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00
Survey Worker	\$80.50	10.0	45.45%	\$36.59		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00
Administrative Assistant	\$65.60		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00
TOTALS:		22.0	100.00%	\$86.62	16.0	100.00%	\$95.70	20.0	100.00%	\$95.70	5.5	100.00%	\$117.95

AVERAGE HOURLY PROJECT RATES - EXHIBIT "E"

Route: CH 71/ FAU 5000
 Project: CH 71 over Unnamed Creek
 Section: 17-00654-00-BR
 County: Winnebago
 Township: Roscoe
 Exist Str No: 101-5016
 Type of Funding: Local

Date: April 19, 2019

Firm: Willett, Hofmann & Associates, Inc.

Sheet: 4 of 4

Payroll Classification	Billing Rates	ROW QA/QC			Download & Tin Model Cleanup			Set ROW Pins			Preliminary Plan & Profiles Plus Cross Sections		
		Hours	% Part.	Wgtd. Rate	Hours	% Part.	Wgtd. Rate	Hours	% Part.	Wgtd. Rate	Hours	% Part.	Wgtd. Rate
Principal Engineering Manager	\$172.30		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00
Engineering Manager	\$163.60		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00
Civil Engineer IV	\$129.00		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00	16.0	66.67%	\$86.00
Civil Engineer III	\$114.47		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00
Civil Engineering Intern II	\$104.40		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00
Civil Engineering Intern I	\$97.50		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00
Principal Architectural Manager	\$156.90		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00
Architect IV	\$146.40		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00
Architect III	\$122.00		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00
Architectural Intern II	\$116.20		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00
Architectural Intern I	\$97.10		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00
Professional Land Surveyor Manager	\$126.30	2.0	100.00%	\$126.30		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00
Professional Land Surveyor IV	\$113.30		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00
Professional Land Surveyor III	\$95.70		0.00%	\$0.00	4.0	100.00%	\$95.70		0.00%	\$0.00		0.00%	\$0.00
Professional Land Surveyor (SIT) II	\$92.40		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00
Professional Land Surveyor (SIT) I	\$82.70		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00
Technician IV	\$94.60		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00	8.0	33.33%	\$31.53
Technician III	\$70.30		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00
Technician II	\$67.10		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00
Technician I	\$56.85		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00
Survey Worker Foreman	\$84.80		0.00%	\$0.00		0.00%	\$0.00	3.0	50.00%	\$42.40		0.00%	\$0.00
Survey Worker	\$80.50		0.00%	\$0.00		0.00%	\$0.00	3.0	50.00%	\$40.25		0.00%	\$0.00
Administrative Assistant	\$65.60		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00
TOTALS:		2.0	100.00%	\$126.30	4.0	100.00%	\$95.70	6.0	100.00%	\$82.65	24.0	100.00%	\$117.53



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

57 Airport Drive
Rockford, IL 61109

April 19, 2019

EXHIBIT F
General Rates for Engineering Services
Page 1-1 of 1

Project:	CH 71/FAU 5000 (Gleasant Road) over Unnamed Creek
Section:	17-00654-00-BR
County:	Winnebago



WILLETTS HOFMANN
 & ASSOCIATES INC

ENGINEERING ARCHITECTURE LAND SURVEYING

Effective April 1, 2018
EXHIBIT F
GENERAL RATES FOR ENGINEERING SERVICES
(FIELD AND OFFICE)

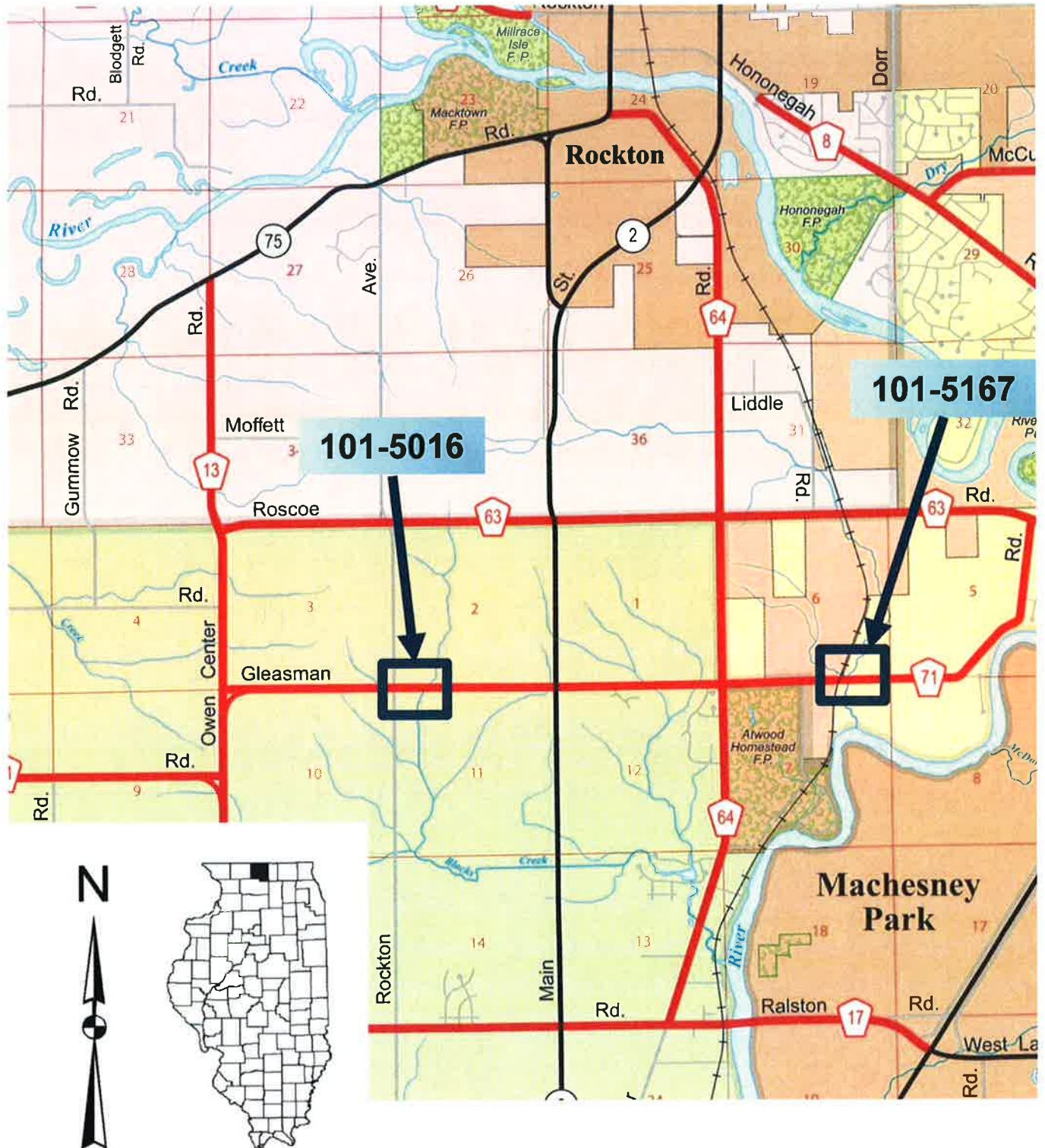
CLASSIFICATION OF EMPLOYEE	REGULAR HOURLY RATE		OVERTIME RATE
	From	To	
Principal Engineering Manager	\$147.00	\$226.00	Regular Rate
Engineering Manager	\$128.00	\$196.00	Regular Rate
Civil Engineer IV	\$115.00	\$177.00	Regular Rate
Civil Engineer III	\$91.00	\$165.00	Regular Rate
Civil Engineering Intern II	\$82.00	\$144.00	Regular Rate
Civil Engineering Intern I	\$70.00	\$119.00	Regular Rate
Principal Architectural Manager	\$128.00	\$196.00	Regular Rate
Architect IV	\$118.00	\$183.00	Regular Rate
Architect III	\$112.00	\$171.00	Regular Rate
Architectural Intern II	\$94.00	\$147.00	Regular Rate
Architectural Intern I	\$76.00	\$119.00	Regular Rate
Prof. Land Surveyor Manager	\$100.00	\$156.00	Regular Rate
Prof. Land Surveyor IV	\$85.00	\$132.00	Regular Rate
Prof. Land Surveyor III	\$76.00	\$119.00	Regular Rate
Prof. Land Surveyor (SIT) II	\$67.00	\$104.00	Regular Rate
Prof. Land Surveyor (SIT) I	\$61.00	\$92.00	Regular Rate
Technician IV	\$73.00	\$113.00	1.3 x Regular Rate
Technician III	\$65.00	\$98.00	1.3 x Regular Rate
Technician II	\$61.00	\$92.00	1.3 x Regular Rate
Technician I	\$51.00	\$83.00	1.3 x Regular Rate
Survey Worker Foreman	\$76.00	\$119.00	1.3 x Regular Rate
Survey Worker	\$70.00	\$107.00	1.3 x Regular Rate
Administrative Assistant	\$45.00	\$80.00	1.3 x Regular Rate
Expenses and Materials	At Cost		

The above hourly rates shall be applicable for a period of one year from the date hereon, after which time they shall be subject to adjustments to reflect payroll cost.

Generally field crews work a nine-hour day, which involves an hour of overtime each day. The rates for field personnel apply office to office exclusive of the lunch period.

PROJECT LOCATION

Sec. 17-00654-00-BR



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

19-CR-XXX

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

**RESOLUTION AUTHORIZING MODIFICATION #1 OF A
CONSTRUCTION ENGINEERING SERVICES AGREEMENT WITH
CHASTAIN & ASSOCIATES, FOR THE WIDENING AND RESURFACING OF
BAXTER ROAD AT LINDENWOOD ROAD AND
LINDENWOOD ROAD SOUTH OF BAXTER ROAD
(SECTION 16-000654-00-BR)**

WHEREAS the County of Winnebago entered into a contract with Chastain & Associates under resolution 2017 CR 095, dated July 13, 2017 to provide construction engineering services for the widening and resurfacing of Baxter Road at Lindenwood Road and Lindenwood Road south of Baxter Road as part of the expansion on the Winnebago County Land Fill; and

WHEREAS due to weather and other delays the completion date of the project had to be extended which caused addition cost for construction engineering services; and

WHEREAS Chastain & Associates has agreed to perform additional construction engineering services for an additional fee of \$19,386.60 for a total not to exceed fee of \$174,978.50; and

WHEREAS half the cost of construction and construction engineering on this project is being paid with Economic Development Program (EDP) funds from the Illinois Department of Transportation; and

WHEREAS it would be in the public interest to enter into the attached Modification #1 for Construction Engineering Services Agreement for Motor Fuel Tax Funds to provide additional construction engineering services for the above named project.

NOW THEREFORE BE IT RESOLVED by the County Board of the County of Winnebago, Illinois that the County Board Chairman is authorized to execute on behalf of the County of Winnebago the attached Modification #1 for Construction Services Agreement for Motor Fuel Tax Funds in substantially the form attached hereto; and

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

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

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

Respectfully submitted,
PUBLIC WORKS COMMITTEE

AGREE

DISAGREE



Dave Tassoni, Chairman

Dave Tassoni, Chairman



Burt Gerl

Burt Gerl



Dave Boomer

Dave Boomer



Dave Kelley

Dave Kelley



Jim Webster

Jim Webster

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

Municipality	LOCAL AGENCY	 Illinois Department of Transportation Modification #1 Preliminary/Construction Engineering Services Agreement For Motor Fuel Tax Funds	CONSULTANT	Name Chastain & Associates
Township				Address 6832 Stalter Drive, Suite 100
County Winnebago				City Rockford
Section 16-00612-00-WR				State IL 61108

THIS AGREEMENT is made and entered into this _____ day of _____, _____ between the above Local Agency (LA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the improvement of the above PROJECT. Motor Fuel Tax Funds, allotted to the LA by the State of Illinois under the general supervision of the State Department of Transportation, hereinafter called the "DEPARTMENT", will be used entirely or in part to finance ENGINEERING services as described under AGREEMENT PROVISIONS.

WHEREVER IN THIS AGREEMENT or attached exhibits the following terms are used, they shall be interpreted to mean:

Regional Engineer	Deputy Director Division of Highways, Regional Engineer, Department of Transportation
Resident Construction Supervisor	Authorized representative of the LA in immediate charge of the engineering details of the PROJECT
Contractor	Company or Companies to which the construction contract was awarded

Section Description

Name Baxter & Lindenwood Route CH11/7 Length 1.04 miles Structure No. N/A

Termini 0.30 miles of Baxter Rd and 0.74 miles of Lindenwood at their intersection

Description

Phase III construction engineering services for the widening and resurfacing of Baxter Rd (Sta 463+78 to 479+46) and Lindenwood Rd. (61+00 to 100+00) and appurtenances.
Supplement #1

Agreement Provisions

The Engineer Agrees,

1. To perform or be responsible for the performance of the following engineering services for the LA in connection with the proposed improvement herein before described, and checked below:
 - a. ☐ Make such detailed surveys as are necessary for the preparation of detailed roadway plans.
 - b. ☐ Make stream and flood plain hydraulic surveys and gather high water data and flood histories for the preparation of detailed bridge plans.
 - c. ☐ Make or cause to be made such soil surveys or subsurface investigations including borings and soil profiles and analyses thereof as may be required to furnish sufficient data for the design of the proposed improvement. Such investigations are to be made in accordance with the current requirements of the DEPARTMENT.
 - d. ☐ Make or cause to be made such traffic studies and counts and special intersection studies as may be required to furnish sufficient data for the design of the proposed improvement.

- e. ☐ Prepare Army Corps of Engineers Permit, Division of Water Resources Permit, Bridge waterway sketch and/or Channel Change sketch, Utility plan and locations and Railroad Crossing work agreements.
- f. ☐ Prepare Preliminary Bridge Design and Hydraulic Report, (including economic analysis of bridge or culvert types) and high water effects on roadway overflows and bridge approaches.

NOTE Four copies to be submitted to the Regional Engineer

- g. ☐ Make complete general and detailed plans, special provisions, proposals and estimates of cost and furnish the LA with five (5) copies of the plans, special provisions, proposals and estimates. Additional copies of any or all documents, if required shall be furnished to the LA by the ENGINEER at his actual cost for reproduction.
- h. ☐ Furnish the LA with survey and drafts in quadruplicate of all necessary right-of-way dedications, construction easements and borrow pit and channel change agreements including prints of the corresponding plats and staking as required.
- i. ☐ Assist the LA in the receipt and evaluation of proposals and the awarding of the construction contract.
- j. ☒ Furnish or cause to be furnished:
 - (1) Proportioning and testing of concrete mixtures in accordance with the "Manual of Instructions for Concrete Proportioning and Testing" issued by the Bureau of Materials and Physical Research, of the DEPARTMENT and promptly submit reports on forms prepared by said Bureau.
 - (2) Proportioning and testing of bituminous mixtures (including extracting test) in accordance with the "Manual of Instructions for Bituminous Proportioning and Testing" issued by the Bureau of Materials and Physical Research, of the DEPARTMENT, and promptly submit reports on forms prepared by said Bureau.
 - (3) All compaction tests as required by the specifications and report promptly the same on forms prepared by the Bureau of Materials and Physical Research.
 - (4) Quality and sieve analyses on local aggregates to see that they comply with the specifications contained in the contract.
 - (5) Inspection of all materials when inspection is not provided at the sources by the Bureau of Materials and Physical Research, of the DEPARTMENT and submit inspection reports to the LA and the DEPARTMENT in accordance with the policies of the said DEPARTMENT.
- k. ☒ Furnish or cause to be furnished
 - (1) A resident construction supervisor, inspectors, and other technical personnel to perform the following work: (The number of such inspectors and other technical personnel required shall be subject to the approval of the LA.)
 - a. Continuous observation of the work and the contractor's operations for compliance with the plans and specifications as construction proceeds, but the ENGINEER does not guarantee the performance of the contract by the contractor.
 - b. ~~Establishment and setting of lines and grades.~~
 - c. Maintain a daily record of the contractor's activities throughout construction including sufficient information to permit verification of the nature and cost of changes in plans and authorized extra work.
 - d. Supervision of inspectors, proportioning engineers and other technical personnel and the taking and submitting of material samples.
 - e. Revision of contract drawings to reflect as built conditions.
 - f. Preparation and submission to the LA in the required form and number of copies, all partial and final payment estimates, change orders, records and reports required by the LA and the DEPARTMENT.

NOTE: *When Federal funds are used for construction and the ENGINEER or the ENGINEER's assigned staff is named as resident construction supervisor, the ENGINEER is required to be prequalified with the STATE in Construction Inspection. The onsite resident construction supervisor and project inspectors shall possess valid Documentation of Contract Quantities certification.*

2. That all reports, plans, plats and special provisions to be furnished by the ENGINEER pursuant to this agreement will be in accordance with the current standard specifications and policies of the DEPARTMENT, it being understood that all such reports, plats, plans and drafts shall before being finally accepted, be subject to approval by the LA and the said DEPARTMENT.
3. To attend conferences at any reasonable time when requested to do so by the LA or representatives of the DEPARTMENT.
4. In the event plans, surveys or construction staking are found to be in error during the construction of the PROJECT and revisions of the plans or survey or construction staking corrections are necessary, the ENGINEER agrees that he will perform such work without expense to the LA, even though final payment has been received by him. He shall give immediate attention to these changes so there will be a minimum delay to the contractor.
5. The basic survey notes and sketches, charts, computations and other data prepared or obtained by the ENGINEER pursuant to this agreement will be made available upon request to the LA or the DEPARTMENT without cost and without restriction or limitations as to their use.
6. To make such changes in working plans, including all necessary preliminary surveys and investigations, as may be required after the award of the construction contract and during the construction of the improvement.
7. That all plans and other documents furnished by the ENGINEER pursuant to the AGREEMENT will be endorsed by him and will show his professional seal where such is required by law.
8. To submit, upon request by the LA or the DEPARTMENT a list of the personnel and the equipment he/she proposes to use in fulfilling the requirements of this AGREEMENT.

The LA Agrees,

1. To pay the Engineer as compensation for all services performed as stipulated in paragraphs 1a, 1g, 1i, 2, 3, 5 and 6 in accordance with one of the following methods indicated by a check mark:

- a. ☒ A sum of money equal to _____ percent of the awarded contract cost of the proposed improvement as approved by the DEPARTMENT. **SEE ADDENDUM.**
- b. ☐ A sum of money equal to the percentage of the awarded contract cost for the proposed improvement as approved by the DEPARTMENT based on the following schedule:

Schedule for Percentages Based on Awarded Contract Cost

Awarded Cost	Percentage Fees	(see note)
Under \$50,000	_____	%
	_____	%
	_____	%
	_____	%
	_____	%

Note: Not necessarily a percentage. Could use per diem, cost-plus or lump sum.

2. To pay for services stipulated in paragraphs ~~1b, 1c, 1d, 1e, 1f, 1h~~, 1j and 1k of THE ENGINEER AGREES at the hourly rates stipulated below for personnel assigned to this PROJECT as payment in full to the ENGINEER for the actual time spent in providing these services the hourly rates to include profit, overhead, readiness to serve, insurance, social security and retirement deductions. Traveling and other out-of-pocket expenses will be reimbursed to the ENGINEER at his actual cost. Subject to the approval of the LA, the ENGINEER may sublet all or part of the services provided under paragraphs ~~1b, 1c, 1d, 1e, 1f~~, 1j and 1k of THE ENGINEER AGREES. If the ENGINEER sublets all or a part of this work, the LA will pay the cost to the ENGINEER ~~plus a five (5) percent service charge~~. "Cost to ENGINEER" to be verified by furnishing the LA and the DEPARTMENT copies of invoices from the party doing the work. The classifications of the employees used in the work should be consistent with the employee classifications for the services performed. If the personnel of the firm including the Principal Engineer perform routine services that should normally be performed by lesser-salaried personnel, the wage rate billed for such services shall be commensurate with the work performed.

Grade Classification of Employee	Hourly Rate
Principal Engineer	_____
Resident Construction Supervisor	_____
Chief of Party	_____
Instrument Man	_____
Rodmen	_____
Inspectors	_____
See attached 2019 Rate Schedule	_____
_____	_____
_____	_____

The hourly rates itemized above shall be effective the date the parties, hereunto entering this AGREEMENT, have affixed their hands and seals and shall remain in effect until December 31, 2017. In event the services of the ENGINEER extend beyond 12/31/17, the hourly rates will be adjusted yearly by addendum to this AGREEMENT to compensate for increases or decreases in the salary structure of the ENGINEER that are in effect at that time.

3. That payments due the ENGINEER for services rendered pursuant to this AGREEMENT will be made as soon as practicable after the services have been performed, in accordance with the following schedule:
 - a. Upon completion of detailed plans, special provisions, proposals and estimate of cost - being the work required by paragraphs 1a through 1g under THE ENGINEER AGREES - to the satisfaction of the LA and their approval by the DEPARTMENT, 90 percent of the total fee based on the above fee schedule and the approved estimate of cost.
 - b. Upon award of the contract for the improvement by the LA and its approval by the DEPARTMENT, 100 percent of the total fee (excluding any fees paragraphs 1j and 1k of the ENGINEER AGREES), based on the above fee schedule and the awarded contract cost, less any previous payment.
 - c. Upon completion of the construction of the improvement, 90 percent of the fee due for services stipulated in paragraphs 1j and 1k.
 - d. Upon completion of all final reports required by the LA and the DEPARTMENT and acceptance of the improvement by the DEPARTMENT, 100 percent of the total fees due under this AGREEMENT, less any amounts previously paid.

By mutual agreement, partial payments, not to exceed 90 percent of the amount earned, may be made from time to time as the work progresses.

4. ~~That should the improvements be abandoned at any time after the ENGINEER has performed any part of the services provided for in paragraphs 1a and 1g, and prior to the completion of such services the LA shall reimburse the ENGINEER for his actual costs plus _____ percent incurred up to the time he is notified in writing of such abandonment "actual cost" being defined as material costs plus actual payrolls, insurance, social security and retirement deductions. Traveling and other out-of-pocket expenses will be reimbursed to the ENGINEER at his actual cost.~~
5. ~~That should the LA require changes in any of the detailed plans, specifications or estimates (except for those required pursuant to paragraph 4 of THE ENGINEER AGREES) after they have been approved by the DEPARTMENT, the LA will pay the ENGINEER for such changes on the basis of actual cost plus _____ percent to cover profit, overhead and readiness to serve "actual cost" being defined as in paragraph 4 above. It is understood that "changes" as used in this paragraph shall in no way relieve the ENGINEER of his responsibility to prepare a complete and adequate set of plans.~~
6. That should the LA extend completion of the improvement beyond the time limit given in the contract, the LA will pay the ENGINEER, in addition to the fees provided herein, his actual cost incurred beyond such time limit - "actual cost" being defined as in paragraph 4 above.
7. To submit approved forms BC 775 and BC 776 with this AGREEMENT when federal funds are used for construction.

It is Mutually Agreed,

1. That any difference between the ENGINEER and the LA concerning the interpretation of the provisions of this AGREEMENT shall be referred to a committee of disinterested parties consisting of one member appointed by the

ENGINEER one member appointed by the LA and a third member appointed by the two other members for disposition and that the committee's decision shall be final.

2. This AGREEMENT may be terminated by the LA upon giving notice in writing to the ENGINEER at his last known post office address. Upon such termination, the ENGINEER shall cause to be delivered to the LA all drawings, specifications, partial and completed estimates and data if any from traffic studies and soil survey and subsurface investigations with the understanding that all such material becomes the property of the LA. The ENGINEER shall be paid for any services completed and any services partially completed in accordance with Section 4 of THE LA AGREES.
3. That if the contract for construction has not been awarded one year after the acceptance of the plans by the LA and their approval by the DEPARTMENT, the LA will pay the ENGINEER the balance of the engineering fee due to make 100 percent of the total fees due under the AGREEMENT, based on the estimate of cost as prepared by the ENGINEER and approved by the LA and the DEPARTMENT.
4. That the ENGINEER warrants that he/she has not employed or retained any company or person, other than a bona fide employee working solely for the ENGINEER, to solicit or secure this contract and that he/she has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the ENGINEER, any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or making of this contract. For breach or violation of this warranty the LA shall have the right to annul this contract without liability.

IN WITNESS WHEREOF, the parties have caused this AGREEMENT to be executed in quadruplicate counterparts, each of which shall be considered as an original by their duly authorized offices.

Executed by the LA:

Winnebago County of the
(Municipality/Township/County)

ATTEST:

State of Illinois, acting by and through its

By _____

Clerk

By _____

(Seal)

Title:

Executed by the ENGINEER:

CHRISTIAN ASSOCIATES

ATTEST:

By J. W. K.

[Signature]

Title: Project Mgr.

Principal

Title:

Approved

Date

Department of Transportation

Regional Engineer

ADDENDUM

Construction Engineering Services Agreement
For Motor Fuel Tax Funds

Baxter Rd & Lindenwood Rd Improvement Plans
Section 16-00612-00-WR
Supplement #1

Revise item 1 and the 1st paragraph of item 2 of THE LA AGREES to read as follows:

The LA AGREES to pay the ENGINEER as compensation for all services performed as stipulated in paragraphs 1j and 1k, exclusive of 1k(1)b a sum of money NOT TO EXCEED \$19,386.60 on the basis of a Direct Labor Multiple of 3.0.



2019 SCHEDULE OF RATES

<u>Classification</u>	<u>Per Hour Rate Net</u>		
	RANGE		
Engineers	From		To
Project Principal	\$180.00	-	\$219.00
Senior Project Manager	\$204.00	-	\$216.00
Project Manager II	\$147.00	-	\$167.40
Project Manager I	\$126.00	-	\$146.10
Project Engineer II	\$114.90	-	\$135.90
Project Engineer I	\$107.10	-	\$128.70
Engineer	\$75.00	-	\$90.00
Surveyors			
Chief of Survey	\$114.60	-	\$114.60
Surveyor II	\$93.90	-	\$105.90
Surveyor I	\$86.40	-	\$91.50
Technical			
Tech. IV	\$121.50	-	\$141.30
Technician III	\$123.00	-	\$123.00
Technician II	\$66.00	-	\$106.20
Technician I	\$48.00	-	\$81.90
Office Services and Records			
Administrative	\$51.60	-	\$93.00

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

A Fathometer for hydrographic surveys will be invoiced at \$150.00 per day. The use of a Survey Laser Scanner will be invoiced at \$1,000.00 per day. The use of an ATV or UTV will be invoiced at \$200.00 per day or actual rental cost. The use of a drone for aerial surveys or photography will be invoiced at \$50.00 per hour.

Necessary field vehicles are charged at \$65.00 per day. All other mileage is charged at 58.0 cents per mile net (or the current rate allowed by the I.R.S.). Boat Service fees are \$350 per day.

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

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

Sponsored by: David Tassoni

Submitted by: Public Works Committee

2019 CR

**RESOLUTION AUTHORIZING THE PURCHASE OF A
UTILITY TRACTOR**

WHEREAS, the Highway Department is in need to replace one of its Utility Tractors; and

WHEREAS, the Code of Ordinances for the County of Winnebago, Illinois, provides as in Section 2-357 (b) (1), **Conditions for use**. All procurements whose value equals or exceeds the competitive bidding threshold of \$25,000.00 shall be awarded by competitive sealed bidding in accordance with this section except as otherwise provided in 2-357(c) (Request for Proposals), 2-357(d) (Professional Services), 2-357(e) (Sole-Source), 2-357(f) (Emergency Procurements), 2-357(g) (Cooperative Joint Purchasing) or as provided by state statute; and

WHEREAS, local supplier, DeKalb Implement Company, sells John Deere utility tractors under the National Joint Power Alliance cooperative joint purchasing agreement Sourcewell (formerly NJPA), membership # 57923, contract #021815-DAC; and

WHEREAS, the Public Works Committee of the County Board for the County of Winnebago, Illinois has reviewed the proposal received for a 2019 John Deere 5075E Utility Tractor and recommends awarding the contract as follows:

**DEKALB IMPLEMENT COMPANY
854 Simpson Road
ROCKFORD, IL 61102**

WHEREAS, the Public Works Committee has determined that the funding for the aforementioned purchase is included in the FY 2019 Budget and shall be paid as follows:

46100-46430

NOW, THEREFORE, BE IT RESOLVED, that the County Board of the County of Winnebago, Illinois that the County Board Chairman is authorized to execute, on behalf of the County of

Winnebago, a Purchase Order with DeKalb Implement Company, 854 Simpson Rd, Rockford, IL 61102 for not to exceed TWENTY-TWO THOUSAND FOUR HUNDRED AND FORTY DOLLARS WITH NINETY-NINE CENTS (\$22,440.99), which is the difference between the original price of \$26,140.99 plus \$300 for foam filled tires less the trade-in value of \$4,000 for a 2002 John Deere 5310 Tractor (Eq. # 514).

BE IT FURTHER RESOLVED, that any contract entered into by the County Board Chairman pursuant to the authority granted by this Resolution shall contain substantially the same terms as those contained in the quote attached.

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 Chief Information Officer, Director of Purchasing, Finance Director, County Board Office and County Auditor.

Respectfully submitted,
PUBLIC WORKS COMMITTEE

AGREE

DISAGREE



Dave Tassoni, Chairman

Dave Tassoni, Chairman

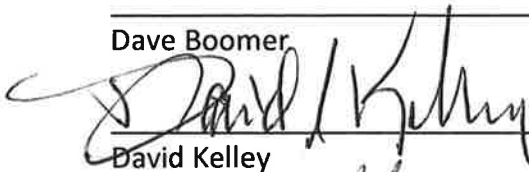


Burt Gerl

Burt Gerl

Dave Boomer

Dave Boomer



David Kelley

David Kelley



Jim Webster

Jim Webster

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



JOHN DEERE

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580; DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

DeKalb Implement Company
854 Simpson Road
Rockford, IL 61102
815-489-0700
rockford@dekalbimpco.com

Quote Summary

Prepared For:

Winnebago County Highway Dept
424 N Springfield Ave
Rockford, IL 61101

Delivering Dealer:

DeKalb Implement Company
James Richardson
854 Simpson Road
Rockford, IL 61102
Phone: 815-489-0700
jamier4455@gmail.com

SOURCEWELL MEMBERSHIP ##57923

Quote ID: 19082097
Created On: 05 March 2019
Last Modified On: 05 April 2019
Expiration Date: 04 April 2019

Equipment Summary	Suggested List	Selling Price	Qty	Extended
JOHN DEERE 5075E Utility Tractor	\$ 30,391.94	\$ 26,140.99 X	1 =	\$ 26,140.99

Contract: Sourcewell Ag Tractors 021815-DAC (PG 1P CG 70)

Price Effective Date: March 5, 2019

Equipment Total **\$ 26,140.99**

Trade In Summary	Qty	Each	Extended
2001 JOHN DEERE 5310 TRACTOR - LV5310S5431107	1	\$ 4,000.00	\$ 4,000.00
PayOff			\$ 0.00
Total Trade Allowance			\$ 4,000.00

Trade In Total **\$ 4,000.00**

* Includes Fees and Non-contract items

Quote Summary

Equipment Total \$ 26,140.99
Trade In \$ (4,000.00)
SubTotal **\$ 22,140.99**
Est. Service \$ 0.00
Agreement Tax
Total \$ 22,140.99
Down Payment (0.00)

Salesperson : X _____

Accepted By : X _____

Confidential



JOHN DEERE

**ALL PURCHASE ORDERS MUST BE MADE OUT
TO (VENDOR):**

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580; DUNS#: 60-7690989

**ALL PURCHASE ORDERS MUST BE SENT
TO DELIVERING DEALER:**

DeKalb Implement Company
854 Simpson Road
Rockford, IL 61102
815-489-0700
rockford@dekalbimpco.com

Rental Applied

(0.00)

Balance Due

\$ 22,140.99

Salesperson : X _____

Accepted By : X _____

Confidential

**JOHN DEERE**Purchase Order
For John Deere Equipment(U.S. Only)

PO# 06091016

PURCHASER'S NAME - First Signer (First, Middle Initial, Last) Winnebago CO Hwy Dept			DATE OF ORDER	COMPANY UNIT	DEALER ACCOUNT NO 060324
(SECOND LINE OF OWNER NAME) *****QUOTE ONLY*****			DEALER ORDER NO.		
STREET OR RR			SOC SEC	IRS NO	EIN NO
TOWN Rockford	STATE IL	ZIP CODE	TRANSACTION TYPE PURCHASER SALES TAX EXEMPT		
COUNTY	PURCHASER ACCT.	PHONE NO.			
E-MAIL ADDRESS			SELLER'S NAME & ADDRESS DeKalb Implement Company 864 Simpson Road Rockford, IL 61102 815-489-0700		
PURCHASER'S NAME - Second Signer			PURCHASER IS: <input type="checkbox"/> Business <input type="checkbox"/> Individual		
STREET OR RR			I (We), the undersigned, hereby order from Dealer the Equipment described below, to be delivered as shown below. This order is subject to Dealer's ability to obtain such Equipment from the manufacturer and Dealer shall be under no liability if delivery of the Equipment is delayed or prevented due to labor disturbances, transportation difficulties, or for any reason beyond Dealer's control. The price shown below is subject to Dealer's receipt of the Equipment prior to any change in price by the manufacturer. It is also subject to any new or increased taxes imposed upon the sale of the Equipment after the date of this order.		
TOWN	STATE	ZIP CODE			
USE COUNTY	USE STATE/PROVINCE				

± **NOTICE:** Equipment may be equipped with telematics hardware and software ("Telematics") that transmit data to John Deere. Purchaser may deactivate Telematics by contacting the JDLink Global Support group at 1-800-251-9928 or via email at jdlinksupport@johndeere.com.

QTY	NEW	RENTAL	USED	EQUIPMENT (Give Model, Size & Description)	Hours of Use	PRODUCT IDENTIFICATION NUMBER	DELIVERED CASH PRICE (Or Total Lease Payments)
1	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Foam fill qty-2 7.5-16 front tires on 5075E tractor		*****QUOTE*****	\$300.00
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Sublet Jacks Tire			
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				
I (We) offer to sell, transfer, and convey the following item(s) at or prior to the time of delivery of the above Equipment, as a "trade-in" to be applied against the cash price. Such item(s) shall be free and clear of all security agreements, liens, and encumbrances at the time of transfer to you. The following is a description and the price to be allowed for each item.							TOTAL CASH PRICE
QTY	DESCRIPTION OF TRADE-IN				Hours of Use	PRODUCT IDENTIFICATION NUMBER	AMOUNT
PURCHASER TYPE: <input type="text"/> MARKET USE CODE: <input type="text"/>							TOTAL TRADE-IN ALLOWANCE
COMMENTS:							1. TOTAL CASH PRICE
							2. TOTAL TRADE-IN ALLOWANCE
							3. TOTAL TRADE-IN PAY-OFF
							4. BALANCE
							5.
							6.
							7.
							8. SUB-TOTAL
							9. CASH WITH ORDER
							10. RENTAL APPLIED
							11. CASH DISCOUNT

IMPORTANT WARRANTY NOTICE: The John Deere warranty applicable to new John Deere Equipment is printed and included with this document. There is no warranty on used equipment. The new equipment warranty is part of this contract. Please read it carefully. **YOUR RIGHTS AND REMEDIES PERTAINING TO THIS PURCHASE ARE LIMITED AS SET FORTH IN THE WARRANTY AND THIS CONTRACT. IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS ARE NOT MADE AND ARE EXCLUDED UNLESS SPECIFICALLY PROVIDED IN THE JOHN DEERE WARRANTY.**

NOTICE: Use of John Deere Services, if applicable, and all rights and obligations of John Deere and the Customer (as identified in the applicable agreement), are governed by the terms and conditions outlined in the applicable Services and Software agreements available at www.JohnDeere.com/Agreements. If these terms and conditions are not agreeable do not use the Services.

DISCLOSURE OF REGULATION APPLICABILITY: When operated in California, any off-road diesel vehicle may be subject to the California Air Resources Board. In-Use Off-Road Diesel Vehicle Regulation. It therefore could be subject to retrofit or accelerated turnover requirements to reduce emissions of air pollutants.

ACKNOWLEDGEMENTS - I (We) promise to pay the balance due (line 12) shown above in cash, or to execute a Time Sale Agreement (Retail Installment Contract) or a Loan Agreement, for the purchase price of the Equipment, plus additional charges shown thereon or execute a Lease Agreement, on or before delivery of the Equipment ordered herein. Despite physical delivery of the Equipment, title shall remain in the seller until one of the foregoing is accomplished.

Purchaser's Signature _____ Accepted By _____
Purchaser's Signature _____ Date _____
Accepted _____ Salesperson **RICHARDSON, JAMES D**

DELIVERED ON:

WARRANTY BEGINS:

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

Sponsored by: David Tassoni

Submitted by: Public Works Committee

2019 CR

**RESOLUTION AUTHORIZING THE PURCHASE OF A
WOOD CHIPPER**

WHEREAS, the Highway Department is in need to replace one of its Wood Chippers;
and

WHEREAS, the Code of Ordinances for the County of Winnebago, Illinois, provides as in Section 2-357 (b) (1), **Conditions for use**. All procurements whose value equals or exceeds the competitive bidding threshold of \$25,000.00 shall be awarded by competitive sealed bidding in accordance with this section except as otherwise provided in 2-357(c) (Request for Proposals), 2-357(d) (Professional Services), 2-357(e) (Sole-Source), 2-357(f) (Emergency Procurements), 2-357(g) (Cooperative Joint Purchasing) or as provided by state statute; and

WHEREAS, Alexander Equipment in Lisle IL sells Morbark Wood Chippers under the National Joint Power Alliance cooperative joint purchasing agreement Sourcewell (formerly NJPA), contract #062117-MBI; and

WHEREAS, the Public Works Committee of the County Board for the County of Winnebago, Illinois has reviewed the proposal received for a 2019 Morbark Eger Beaver 1821 Wood Chipper and recommends awarding the contract as follows:

**MORBARK LLC
PO Box 1000
Winn, MN 48896**

WHEREAS, the Public Works Committee has determined that the funding for the aforementioned purchase is included in the FY 2019 Budget and shall be paid as follows:

46100-46430

NOW, THEREFORE, BE IT RESOLVED, that the County Board of the County of Winnebago, Illinois that the County Board Chairman is authorized to execute, on behalf of the County of Winnebago, a Purchase Order with Morbark LLC, PO Box 1000, Winn, MN 48896 for not to exceed FORTY-NINE THOUSAND SIX HUNDRED AND SEVENTY THREE DOLLARS WITH SIXTY CENTS (\$49,673.60), which is the difference between the original price of \$52,173.60 and the trade-in value of \$2,500 for a 1986 Vermeer BC1250 Wood Chipper (Eq. # 911).

BE IT FURTHER RESOLVED, that any contract entered into by the County Board Chairman pursuant to the authority granted by this Resolution shall contain substantially the same terms as those contained in the quote attached.

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 Chief Information Officer, Director of Purchasing, Finance Director, County Board Office and County Auditor.

Respectfully submitted,
PUBLIC WORKS COMMITTEE

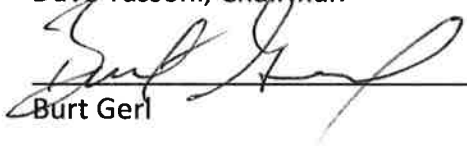
AGREE

DISAGREE



Dave Tassoni, Chairman

Dave Tassoni, Chairman

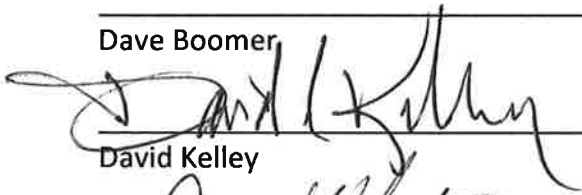


Burt Gerl

Burt Gerl

Dave Boomer

Dave Boomer



David Kelley

David Kelley



Jim Webster

Jim Webster

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

**MORBARK**

Box 1000, Winn, Michigan, 48896
 Telephone: 989-866-2381
 Fax: 989-866-2280
www.morbark.com



Sold To: Winnebago County Highway Department
424 Springfield Ave
Rockford, IL 61101
Sourcewell Customer # 57923

Ship To: _____

Quote No. _____ Quote Date: 3/27/2019 Customer P.O. _____ Requested: _____

Contact: Andy Pirrello Contact #: 815-319-4000 Delivery Instructions: _____

Preparer: Matt Linn Terms: Net 30 Days _____

2019 MORBARK EGER BEEVER™ 1821 (formerly known as M15R)

EQUIPMENT AND OPTIONS

STANDARD UNIT:

- ♣ Morbark orange urethane paint system
- ♣ Infeed with rigid tray and control handle to actuate feed wheels and dual safety pull cables
- ♣ Dual horizontal feed wheels with TorqMax™ top feed wheel compression system, hydraulic lift assist, Variable Force™ constant hydraulic down pressure system with additional manually applied hydraulic down pressure at the valve handle and direct drive bottom feed wheel with torque arm coupler
- ♣ Reversing automatic feed system
- ♣ 30" diameter x 23-3/4" wide, four (4) knife staggered knife pocket drum with removable knife holders and dual sided chambered air-impeller system
- ♣ 32-gallon lockable fuel tank with drain plug, sight gauge and shut-off valve
- ♣ 12-gallon lockable hydraulic reservoir with sight gauge, drain plug and clean-out cover
- ♣ Live hydraulic system including: ball valve, pump, motor, and valve bank with additional valve section for installation of winch package
- ♣ Manual crank swivel discharge chute with 360° rotation, turnbuckle height adjustment, bottom clean-out door and adjustable flipper
- ♣ 8 2#, 6" channel frame with cross bracing for additional structural rigidity
- ♣ 5" x 3" tubular steel telescoping drawbar with (2) 12" extensions, adjustable hitch plate with 2-1/2" pintle ring and 3/8" thick safety chains with clasp hooks
- ♣ 9000# Torflex axle, electric brakes, break-away actuator with 235/75R x 17.5", 16-ply radial tires and hexagon splash guard fenders
- ♣ 10,000# jack with stationary foot pad
- ♣ Lockable steel combination tool and battery box compartment with 8D, 1400CCA battery
- ♣ Registration and operator guide holder
- ♣ Complete set of manuals including: Safety and Operator's, Parts Manual with electronic back-up, which also includes a Safety Video and OEM component manuals. Also included is an engine manual if applicable along with start-up paperwork
- ♣ Enclosed engine with gauge panel, radiator fines screen and slide rails for belt adjustment
- ♣ Trailer wiring package includes: 7-pin flat electrical connector, LED tail lamps, LED side marker lamps, tail lights, and license plate holder with light
- ♣ GM 5.7L, 165-HP gasoline engine

NOTES "All engines include over center clutch and block heater UNLESS SPECIFIED and are subject to availability

- ♣ Hydraulic swivel discharge chute

Comments:

Morbarks Sourcewell Contract Number 062117-MBI

TOTAL CALCULATION

Quantity Requested: 1

Less Trade Vermeer 1250 = -\$2,500.00

Total Delivered Sourcewell Price = \$49,673.60

QUOTE IS VALID FOR 30 DAYS

Effective 1/4/19
 Revised 2/6/19

**PERSONNEL &
POLICIES
COMMITTEE**



Executive Summary

Date: May 9, 2019
To: Personnel & Policies Committee
Prepared by: Purchasing Department

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

Background:

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

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

However, at this time, RBNH's staffing needs are not currently being met by the current providers alone, and RBNH is in dire need of additional staffing service providers.

Contract Agreement Period:

May 10, 2019 through May 9, 2020

Recommendation:

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

Star Maizonet, Director of Nursing, recommends Board approval of two Resolutions Authorizing the Chairman of the County Board to Execute a Staffing Services Agreement for River Bluff Nursing Home with Dedicated Nursing Associates, Inc. and All American Healthcare Services Inc.

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

**RESOLUTION AUTHORIZING THE ADMINISTRATOR OF RIVER BLUFF NURSING
HOME TO EXECUTE A NURSING STAFFING SERVICES AGREEMENT**

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

WHEREAS, River Bluff Nursing Home is required by federal and state law to maintain certain staffing levels in order to meet the needs of its residents; and,

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

WHEREAS, All American Healthcare Services, Inc. is in the business of providing qualified health care professionals to health care providers, such as River Bluff Nursing Home, on a short-term basis; and

WHEREAS, the Personnel & Policies Committee of the County Board for the County of Winnebago, Illinois, has reviewed the proposed terms of the Agreement for Staffing with All American Healthcare Services, Inc., as set forth in RESOLUTION EXHIBIT A, attached hereto and incorporated herein by reference, and recommends contracting with All American Services, Inc. under the terms set forth in the Agreement.

NOW, THEREFORE, BE IT RESOLVED, the County Board of the County of Winnebago, Illinois that the County Board Chairman is authorized to execute the agreement for staffing with All American Services, Inc. in substantially the same form as that attached hereto as RESOLUTION EXHIBIT A.

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

Respectfully Submitted,
PERSONNEL & POLICIES COMMITTEE

AGREE

DISAGREE

DAVE FIDUCCIA, CHAIRMAN

DAVE FIDUCCIA, CHAIRMAN

DAVE BOOMER

DAVE BOOMER

ANGIE GORAL

ANGIE GORAL

JOE HOFFMAN

JOE HOFFMAN

DAVE KELLEY

DAVE KELLEY

DOROTHY REDD

DOROTHY REDD

JIM WEBSTER

JIM WEBSTER

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



All American Healthcare Services, Inc.
 494 Broad Street, Suite 302 Newark NJ 07102
 Tel/Fax 866-629-2242
 www.aahcs.org • corporate@aaahcs.org

HEALTH CARE STAFFING PROVIDERS

AGREEMENT

This agreement made and dated _____ between All American HealthCare Services, Inc., a New Jersey Corporation, with offices located at 494 Broad Street, Suite 302, Newark, NJ 07102, hereinafter referred to as “AAHCS”, and _____ with principal address of _____, hereinafter referred to as “Client” or “Facility”. This agreement shall cover all facilities listed on Exhibit B (if attached); if there is no Exhibit B, then the contract shall cover the single facility listed in this agreement.

Witnesseth

Whereas, AAHCS is a healthcare staffing provider;

Whereas, Client/Facility desires to retain AAHCS’s services;

Now therefore, in consideration of the mutual promises and premises hereinafter contained, the parties agree as follows:

AAHCS Insurance

AAHCS, as a licensed and bonded independent contractor, agrees to maintain and provide professional liability insurance covering all AAHCS employees performing services for the Client under this Agreement, as follows: (i) Workers’ Compensation and Employers’ Liability Insurance as prescribed by law; (ii) Comprehensive General Liability (Bodily Injury and Property Damage) Insurance, in an amount not less than \$1,000,000; and (iii) Professional Malpractice insurance in an amount normal and customary for similar type of businesses. AAHCS shall provide a copy, and or exhibit the original copy of the insurance certificate, to authenticate the evidence thereof on Client’s request.

Statement of Indemnity

AAHCS, as a licensed and bonded independent contractor, declares that to the best of its knowledge the employees hired and assigned at Client’s Facility have met all employment medical prerequisite and examinations as follows: Physical, PPD, CPR certificate, 3 employment reference checks, Original Licenses, certificates as required for our staff including police criminal back ground check, for our general and professional staff as determined by the state specific Department of Consumer Affairs, Division of Regulatory Businesses, and shall provide such proof of documentation, as may be required by Client. AAHCS agrees to make good-faith efforts to supply healthcare professionals and or general/professional help to meet the staffing needs of the Client for all services and shifts applicable at Facility premises, as requested by Client. AAHCS acknowledges that solely for the purpose of workers compensation coverage, the facility is a “special employer” of the person referred



to the Facility by AAHCS pursuant to this agreement, and AAHCS shall carry the requisite workers compensation insurance coverage for all such employees. AAHCS staff assigned at the Facility are not the employees of the Client, but employees of the AAHCS, and therefore AAHCS will hold Client faultless for all professional liabilities resulting from any malpractice and other job related accidents at client premise, and that all such occurrences will be covered by the AAHCS's insurance providers referred to in this Agreement. AAHCS insurance will be primary and non-contributory to any insurance or method of self-insurance of facility when a claim arises out of an act, error or omission committed by AAHCS on its behalf.

Facility Confidentiality Policy acknowledgement

AAHCS understands and acknowledges that the Client/Facility has programs and a culture that fosters the confidentiality of Patients, residents, staff, and the Facility standard operating procedures, including the prevention, detection and resolution of instances of misconduct. In furtherance thereof, AAHCS shall cooperate with the Facility's confidentiality/compliance programs during the term of this Agreement. Upon request, Facility will provide AAHCS with a copy of its program plan documents including an orientation work flow chart. AAHCS shall immediately notify the Facility's compliance officer of any violation of any applicable laws, regulation, or breach of Facility's program of which AAHCS or its employees or agents becomes aware (and report to the AAHCS) during the term of this Agreement. AAHCS instructs its employees and agents working at Facility of this requirement and shall obtain their written acknowledgment as applicable, prior to any individual's provision of services to the Facility. AAHCS, the Client/Facility, and the employee shall further work together to ensure compliance with The Health Insurance Portability and Accountability Act of 1996 (HIPAA).

Staffing Commitment

Because AAHCS serves an array of time-sensitive environments including, but not limited to, nursing homes, hospitals, and assisted living communities, AAHCS retains 24-hour live staffing coordination assistance to ensure effective and consistent staffing. Client agrees to give at minimum four (4) hours notice for new assignments and staff availability, and Client agrees to provide AAHCS with at minimum four (4) hours cancellation notice of any confirmed assignment. Any cancellation of confirmed assignment with less than four (4) hours notice will result in a minimum of 4 hours administrative compensation charge.

AAHCS will supply employees on a part time/full time schedule as may be determined in coordination with the Client. Upon request of the client, AAHCS will conduct an on-site evaluation of employee's performance. AAHCS commits to making best efforts to accommodate Client on all shift requests, and this includes "last minute" shift requests as well. While best efforts will be made to fill shift requests, it is understood that there are many factors contributing to whether shifts get filled, and Client understands that not all shift requests will be filled.



PLACE WHERE SERVICES WILL BE RENDERED

AAHCS employees will render the agreed-upon services at Client's Facility, located at the address listed in the first paragraph of this Agreement.



RATES

The rate schedule for all positions is included as Exhibit A to this agreement.

NOTE: Billing will occur at 1.5X (time and a half) on the following holidays:

- (a) New Year's Day
- (b) Christmas Day
- (c) Thanksgiving
- (d) Memorial Day
- (e) Labor Day
- (f) Easter
- (g) Independence Day
- (h) Martin Luther King Day
- (i) President's Day
- (j) Columbus Day
- (k) Veteran's Day

NOTE: Weeks run from 7:00 AM Monday through 7:00 AM Monday, and overtime will be billed accordingly. Weekends start at 11:00 PM on Friday and end at 7:00 AM of the following Monday. Holidays start at 11:00 PM on the eve before the holiday, and end at 11:00 PM the day of the holiday.

INVOICING AND OTHER TERMS AND CONDITIONS

All invoices are payable to AAHCS according to Illinois Local Government Prompt Payment Act. There is an initial \$10,000 credit limit for new accounts. As outstanding balances are consistently paid in a timely manner, AAHCS at its sole discretion will increase credit for Client's account, accordingly.

AAHCS offers a 2% Prompt Payment Discount for all invoices paid via ACH within 10 calendar days of the invoice date, no exceptions or extensions.

Client is responsible to inform AAHCS of changes to the Client's A/P staff emails. Should Client fail to inform AAHCS of these changes, Client remains responsible to pay all invoices within the terms of this contract.



Client agrees to sign AAHCS employees' time-sheets presented to them for approval. Client signature on any individual AAHCS employee time-sheet signifies that Client acknowledged and witnessed the date and hours worked by AAHCS's staff. Every week a collection of timesheets will be sent to Client's staffing coordinator for verification of hours worked. Verified and approved timesheets must be returned to AAHCS within 24 hours to ensure accurate billing and processing of weekly payroll. If Client's staffing coordinator does not return verified/approved timesheets within 24 hours, Client acknowledges that invoices subsequently sent to Client (inclusive of these timesheets) will be deemed approved and correct, without recourse. AAHCS reserves the right to make necessary corrections and present invoices marked original for payment according to the original scheduled date and time defined in this agreement.

RECRUITMENT OF AAHCS EMPLOYEES: The Client shall NOT, for a period of 180 days following the completion of an employee's services, hire the employee supplied by AAHCS as an employee of Client. IF Client wishes to hire an AAHCS employee as its own employee, then the following applies:

- If an employee has worked for Client fewer than 500 hours, and Client chooses to hire the employee directly as an employee of the Client, then there will be a one-time, \$5000 recruitment fee due to AAHCS.
- If an employee has worked for Client between 500 and 1000 hours, and Client chooses to hire the employee directly as an employee of the Client, then there will be a one-time, \$2500 recruitment fee due to AAHCS.
- If an employee has worked for Client over 1000 hours, then the recruitment fee will be waived. In this case, Client must receive written confirmation (via email) from AAHCS that the employee has indeed worked over 1000 hours at your facility.

This Agreement shall be in effect from the date of its execution for a minimum period of six months and shall continue until terminated by either party giving thirty days written notice.

Until the expiration of four years after the furnishing of the services called for by this Agreement, and if and to the extent, and only as long as required by law and not otherwise, AAHCS shall make available upon request to the United States Department of Health and Human Services ("HHS"), the United States Comptroller General and their representatives, this Agreement and all other books, documents and records as are necessary to certify the nature and extent of the cost incurred by the Facility a subcontract worth \$10,000 or more over a twenty month period with a related organization; Such subcontract shall also contain a clause permitting access by the regulatory Governmental departments herein and set forth in this agreement. In all events, AAHCS shall immediately notify the client upon receipt by AAHCS of any such request for this Agreement and other books, documents and records, and shall provide client with copies of any such materials.

This Agreement and all related documents including all exhibits attached hereto, and all matters arising out of or relating to this Agreement, whether sounding in contract, tort, or statute are governed by, and construed in accordance with, the laws of the State of New Jersey, United States of America.

AAHCS and Client/Facility irrevocably and unconditionally agree that they will not commence any action, litigation or proceeding of any kind whatsoever against any other party in any way arising from or relating to this Agreement and all contemplated transactions, including, but not limited to, contract, equity, tort, fraud and statutory claims, in any forum other than The United



States District Court of New Jersey or, if such court does not have subject matter jurisdiction, the courts of the State of New Jersey sitting in Essex County, New Jersey and any appellate court from any thereof. Each party irrevocably and unconditionally submits to the exclusive jurisdiction of such courts and agrees to bring any such action, litigation or proceeding only in The United States District Court of New Jersey or, if such court does not have subject matter jurisdiction, the courts of the State of New Jersey sitting in Essex County, New Jersey. Each party agrees that a final judgment in any such action, litigation, or proceeding is conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

In consideration of the mutual promises set forth herein, both parties here by adopt this agreement.

Client: _____
Address: _____

All American HealthCare Services, Inc.
494 Broad St., Suite 302
Newark, NJ 07102

Phone: _____
Email: _____

Phone: 866-629-2242
Email: corporate@aaahcs.org

Signature

Signature

Name: _____
Title: _____
Date: _____

Name: _____
Title: _____
Date: _____

Point of Contact for Staffing Coordination

Name: _____
Phone: _____
Email: _____

Point of Contact for Accounts Payable (whomever
is responsible for reviewing and approving invoices)

Name: _____
Phone: _____
Email: _____

EXHIBIT A

RATES

	Weekday	Weekend
RN Supervisor	\$62/hr	\$62/hr
RN (Registered Nurse)	\$50/hr	\$52/hr
LPN (Licensed Practical Nurse)	\$40/hr	\$42/hr
CNA (Certified Nursing Assistant)	\$23/hr	\$25/hr

NOTE: Rates will be billed at “time and a half” or 1.5X whenever an employee works more than 40 hours in a week and on all federal holidays.

Prompt Payment Discount

We offer a 2% Prompt Payment Discount for all invoices paid via ACH within 10 calendar days of the invoice date.

All American Healthcare Services, Inc.
494 Broad Street, Suite 302 Newark NJ 07102
Tel/Fax 866-629-2242
www.aahcs.org • corporate@aaahcs.org

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

Submitted by: Personnel & Policies Committee

2019 CR

**RESOLUTION AUTHORIZING THE ADMINISTRATOR OF RIVER BLUFF NURSING
HOME TO EXECUTE A NURSING STAFFING SERVICES AGREEMENT**

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

WHEREAS, River Bluff Nursing Home is required by federal and state law to maintain certain staffing levels in order to meet the needs of its residents; and,

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

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

WHEREAS, the Personnel & Policies Committee of the County Board for the County of Winnebago, Illinois, has reviewed the proposed terms of the Agreement for Staffing with Dedicated Nursing Associates, Inc., as set forth in RESOLUTION EXHIBIT A, attached hereto and incorporated herein by reference, and recommends contracting with Dedicated Nursing Associates, Inc. under the terms set forth in the Agreement.

NOW, THEREFORE, BE IT RESOLVED, the County Board of the County of Winnebago, Illinois that the County Board Chairman is authorized to execute the agreement for staffing with Dedicated Nursing Associates, Inc. in substantially the same form as that attached hereto as RESOLUTION EXHIBIT A.

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

Respectfully Submitted,
PERSONNEL & POLICIES COMMITTEE

AGREE

DISAGREE

DAVE FIDUCCIA, CHAIRMAN

DAVE FIDUCCIA, CHAIRMAN

DAVE BOOMER

DAVE BOOMER

ANGIE GORAL

ANGIE GORAL

JOE HOFFMAN

JOE HOFFMAN

DAVE KELLEY

DAVE KELLEY

DOROTHY REDD

DOROTHY REDD

JIM WEBSTER

JIM WEBSTER

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

MEDICAL STAFFING AGREEMENT

THIS MEDICAL STAFFING AGREEMENT (“Agreement”), made this 9th day of May 2019, between **DEDICATED NURSING ASSOCIATES, INC.** (“DNA”), a Pennsylvania corporation having a place of business at 6536 William Penn Highway Rt. 22, Suite 202, Delmont, Pennsylvania 15626,

A N D

County of Winnebago d/b/a River Bluff Nursing Home (“Contractor”), having its principle place of business at 4401 North Main, Rockford, Illinois 61103.

WHEREAS, DNA is in the business of providing registered nurses, licensed practical nurses, certified nursing aides, home health aides and other medical professionals (“Employee” or “Employees”) with particular skills and experience; and

WHEREAS, Contractor is in need of personnel with the skill and experience provided by DNA.

NOW, THEREFORE, in consideration of the covenants contained herein and intending to be legally bound, the parties hereby agree as follows:

1. EMPLOYEES TO BE PROVIDED

The Employees to be provided include, but are not limited to, the following: RN’s, LPN’s, CNA’s, HHA’s and NA’s.

2. QUALIFICATIONS OF EMPLOYEES

DNA will ensure that Employees to be provided shall possess the qualifications required to perform the work for which they are contracted to provide in their particular field of practice. They shall also possess the required qualifications in the areas of education, certification, license, Physical and Mantoux test and criminal clearances, as required.

3. DNA AS EMPLOYER

Contractor shall not be responsible for payment of wages, salaries, and other compensation, fringe benefits, unemployment insurance, workers’ compensation, social security, or other payroll taxes for staff provided to Contractor by DNA. Further, DNA shall be the employer of all persons it furnishes to Contractor.

4. EXPENSES

Contractor shall be responsible for all necessary expenses incurred by DNA Employees relating to patient care (by way of example only, gloves) while on assignment to Contractor under this Agreement.

5. ADMINISTRATIVE LINK

For the purpose of facilitating the services contemplated by this Agreement, Contractor and DNA each shall designate an administrative employee to be available for such purpose.

6. COMPENSATION (TIME RECORDS)

Contractor shall compensate DNA for its services in accordance with the schedule set forth in Exhibit "A" hereto, which is incorporated by reference and made part of this Agreement. For the purpose of compensation, DNA shall submit documentation in the form of time records for the services provided to Contractor. Contractor, or its authorized representative, shall be responsible for verifying that the time records are accurate.

7. SCHEDULING AND SUBSTITUTE STAFF

- A. Contractor must immediately notify DNA of any changes to the agreed upon staffing schedule for Employees. Contractor is not authorized to accept a schedule change that is only discussed with an Employee and not approved in advance by DNA. If the schedule change results in the Employee working fewer hours than scheduled, failure to give notice to and receive consent from DNA may result in a charge for the originally scheduled hours. If a schedule change results in an Employee working over forty (40) hours in one week for DNA, and if there is no agreement to the contrary, Contractor will be charged the overtime billing rate for any hours that were not approved in advance by DNA for the Employee.
- B. DNA shall use its best efforts to replace regularly scheduled staff that are unavailable on a given day due to an illness or paid time off, or because of an emergency, vacation or holiday; however, DNA cannot guarantee that it can or will provide substitute staff.

8. HIRING OF EMPLOYEES BY CONTRACTOR AND CONVERSION FEE

Contractor may wish to employ directly an Employee who has been supplied by DNA. In the event of such a conversion to the employ of Contractor or to another employer to whom Contractor refers such Employee, Contractor agrees to pay a conversion fee. The conversion fee is \$15,000.00 for an RN, \$12,000.00 for an LPN, \$9,000.00 for a CNA and \$9,000.00 for a HHA or NA. The conversion fee will be reduced by \$200.00 for each 40 hours of weekly services performed while on assignment to the Contractor, however in no event will there be any less than a \$6,000.00 conversion fee for any position. The same calculation will be used if Contractor converts a DNA Employee to part-time status. Again, the conversion fee will not be less than \$6,000.00.

- A. The conversion fee is payable if Contractor hires the DNA Employee assigned, regardless of the employment classification, on either a permanent, temporary (including temporary assignments through another agency) or consulting basis within six (6) months after the last day of the assignment. Contractor also agrees to pay a conversion fee if the DNA Employee assigned to Contractor is hired by a subsidiary, other related company or any other entity or business as a result of referral of the Employee by Contractor.

9. COMPLIANCE WITH APPLICABLE LAW

DNA and Contractor shall comply with the Fair Labor Standards Act, the Occupational Safety and Health Act ("OSHA"), Immigration Reform and Control Act, the Health Insurance Portability and Accountability Act ("HIPAA"), and all other applicable federal, state, and local statutes, laws, ordinances, regulations and standards including, but not limited to, equal employment opportunity, civil rights, anti-discrimination, wage and hour, privacy and Joint Commission, whether as presently enacted or as hereafter amended. Notwithstanding the above, it is agreed that Contractor is primarily responsible for compliance with OSHA and comparable state laws and regulations thereunder, to the extent those laws and regulations apply to Employees

assigned to Contractor. This responsibility includes, but is not limited to, required information and training in site-specific protocols, the facility exposure control plan and available personal protective equipment. Contractor will maintain documentation regarding training and related obligations hereunder, and make this documentation available to DNA upon request. Contractor will provide post-exposure evaluation and follow-up in accordance with OSHA standards.

10. CONFIDENCE OF INFORMATION

- A. Contractor shall keep in confidence all information relating to the methods of operations, trade secrets, business plans, business opportunities, finances, strategic planning and development, research, development, personnel data, recruiting, compensation, billing, and all other confidential knowledge, data and information related to the business and affairs of DNA that may be acquired in furtherance of the relationship contemplated by this Agreement. During and after the term of this Agreement, Contractor shall not, without the prior written consent of DNA, publish, communicate, divulge or disclose any such information, except as required by law.
- B. The parties hereto agree to comply with any and all federal or state laws or regulations that have or may become effective during the term of this Agreement, including, but not limited to HIPAA and any amendments, rules and regulations promulgated thereunder. The parties further agree to execute any additional documents that may be required under HIPAA, including, but not limited to, a Business Associates Agreement.

11. INDEMNIFICATION

DNA and Contractor shall indemnify, hold harmless, and, upon request, defend the other party and their respective subsidiaries, affiliates, directors, officers, employees, agents and independent contractors, from and against all liens, claims, charges, causes of action of any type, whether in law or equity, liabilities, damages, losses and expenses including, but not limited to, interest, penalties, reasonable attorney's fees and costs of suit, arising out of or in connection with their own acts or omissions, whether in whole or in part, relating to their obligations pursuant to this Agreement.

12. PROFESSIONAL LIABILITY INSURANCE

Each party to this Agreement shall obtain, at its own cost, professional liability insurance covering its own act or omissions. Each shall maintain such insurance in amounts not less than Two Million (\$2,000,000.00) Dollars per occurrence and Six Million (\$6,000,000.00) Dollars annual aggregate. As an alternative to the purchase of insurance, Contractor may elect to fund any potential liability of River Bluff Nursing Home, its officers, employees or agents acting within the scope of their employment or duties, from the County of Winnebago's Tort Liability Fund, as established and maintained pursuant to the authority granted by the Illinois Local Governmental and Governmental Employees Tort Immunity Act.

13. GENERAL LIABILITY INSURANCE

Contractor shall maintain accident and general liability insurance covering the premises where DNA Employees will perform services hereunder, as well as any Contractor owned or leased vehicles that DNA Employees may use in the course of their work pursuant to this Agreement. Upon request of DNA, Contractor shall provide a copy of all insurance policies demonstrating compliance with this paragraph.

14. INDEPENDENT STATUS

- A. In the performance of their respective duties under this Agreement, DNA and Contractor shall remain independent contracting entities, and neither shall be deemed to be the employer or employee of the other for any purpose whatsoever. The relationship between the parties shall at all times be that of independent contractors. No provision of this Agreement is intended to, or shall be construed, to render one party an employee, servant or partner of the other.
- B. In the event that the Internal Revenue Service or another government agency questions or challenges the independent contractor status of either DNA or Contractor, both DNA and Contractor, upon receipt by either of them of notice from the Internal Revenue Service or other government agency, shall promptly notify and afford the other party the opportunity to participate in any discussion or negotiation with the Internal Revenue Service or other government agency, irrespective by whom such negotiations were initiated, to the extent permitted by the Internal Revenue Service or other government agencies.

15. COMMUNICATION WITH STAFF

Contractor shall not communicate directly with DNA Employees outside of the assignment scope. All communications regarding staff scheduling with DNA Employees, whether written, verbal, or in person, shall be relayed through DNA unless otherwise agreed to in writing by both parties. *See also* paragraph 7.A. hereof.

16. NO SOLICITATION BY CONTRACTOR

During the term of this Agreement, Contractor shall not solicit or attempt to solicit, either directly or indirectly, the business or trade of DNA for Contractor's benefit or the benefit of any other person or entity to the exclusion of DNA, nor shall Contractor request or allow anyone to do so on its behalf.

17. INJUNCTIVE RELIEF

In addition to all other available remedies in the event of a breach of this Agreement, DNA, as the aggrieved party, shall be entitled to immediate injunctive relief to prevent the irreparable harm which will result in the absence of such relief.

18. FLOATING POLICIES AND COMPETENCE

Floating refers to the reassignment of Employees, where the Employee's job functions differ from specified requirements. With the express, written permission of DNA, Contractor may float one or more Employees that are within the scope of the Employee's clinical expertise, Joint Commission standards, and to which they have been fully oriented. Contractor shall pay to DNA the agreed upon rate under these circumstances.

19. ORIENTATION POLICIES

Contractor will require Employees furnished under this Agreement to review Contractor's fire and disaster, infection control and no-lift policies prior to placement.

20. SUBCONTRACTING

DNA, at its sole discretion, may contract with one or more persons or entities for the performance of DNA's services covered by this Agreement, provided the contract shall not relieve DNA of its obligations and liability under this Agreement. Any individual provided under such a subcontracting arrangement shall be deemed an "Employee" solely for purposes of this Agreement.

21. INCIDENT, ERROR TRACKING SYSTEM

DNA has a system for reporting, tracking, and documenting unexpected incidents. When any Employee is involved in medication and/or documentation errors, unanticipated deaths, patient incidents, injuries, safety hazards related to the care and services provided, occupational illnesses, or security incidents including incidents of property damage or theft, the Employee and Contractor shall immediately report the incident to DNA, as DNA requires documentation to insure continued patient safety.

22. ADDITIONAL REPORTING OBLIGATIONS OF CONTRACTOR

- A. Contractor shall also immediately report to DNA any employment-related concerns, problems or issues with any Employee supplied by DNA, including any Employee report made directly to Contractor.
- B. If Contractor reasonably believes that any Employee assigned by DNA is incompetent, negligent or has engaged in misconduct, Contractor may require such Employee to leave its premises and shall inform DNA of this action immediately. Contractor's obligation to compensate DNA for the Employee's services shall be limited to the hours actually worked by such Employee; however, any action taken by Contractor in this regard must be based upon a reasonable, good faith belief by Contractor that the Employee must in fact be removed from the premises immediately.
- C. Contractor is responsible to determine the adequacy of each Employee's job performance. If Contractor determines that the Employee's performance is unsatisfactory, Contractor will notify DNA of specific deficiencies in writing in circumstances other than those requiring immediate removal from the premises.

23. ADDITIONAL LIMITATIONS/REQUIREMENTS

- A. Contractor agrees that it will not entrust any Employee with unattended premises, cash, checks, keys, credit cards, merchandise or other valuables without prior, express permission from DNA.
- B. Contractor will not request or permit any Employee to use any vehicle, regardless of ownership, in connection with the performance of services for Contractor, without prior, express permission from DNA.

24. NON-DISCRIMINATION

Both DNA and Contractor agree that they will abide by all federal, state, and applicable laws regarding the prohibition of discrimination in the provision of services on the basis of race, sex, religion, creed, disability, ancestry, national origin, sexual preference or age.

25. NO WAIVER

No course of dealing or failure of either party to strictly enforce any term, right or condition of this Agreement shall be construed as a waiver of such term, right, or condition relating to any subsequent breach.

26. SURVIVAL OF OBLIGATIONS

Both DNA's and Contractor's obligations under this Agreement which by their nature would continue beyond the termination, cancellation, or expiration of this Agreement, shall survive termination, cancellation or expiration of the Agreement.

27. NO GENERAL INVALIDITY

If any of the provisions of this Agreement are judicially declared invalid or unenforceable, such invalidity or unenforceability shall not invalidate or render unenforceable the entire Agreement, and this Agreement shall be construed as if not containing the particular invalid or unenforceable provision or provisions.

28. DISASTERS AND RELATED EVENTS

Neither DNA nor Contractor shall be liable for failure to perform hereunder due to contingencies beyond either of their reasonable control including, but not limited to, strikes, riots, war, fire, acts of God or natural disasters, accidents, mechanical failures not caused by the fault or neglect of DNA or Contractor, compliance with any law, regulation, or order of the United States of America or any state, governmental body, or any instrumentality thereof, whether now existing or hereafter created.

29. ASSIGNMENT/SUCCESSORS AND ASSIGNS

- A. Contractor shall not assign or delegate its rights, duties and obligations under this Agreement, either in whole or in part, or any monies due or to become due hereunder without the prior written consent of DNA, which shall not be unreasonably withheld. Any such assignment without the prior written consent of DNA shall be absolutely invalid. DNA may in its discretion, assign this Agreement in whole or in part to its subsidiaries, or affiliated corporations.
- B. This Agreement shall be binding upon any and all successors and assigns of Contractor. In the event of a potential asset, stock or other sale of Contractor, Contractor and/or any or all of its agents and representatives (including, but not limited to brokers) shall have an affirmative duty to notify the potential buyer through the due diligence process or otherwise of the binding nature of this Agreement and that it is binding on all successors and assigns of Contractor. Contractor shall also notify DNA of the pendency of any transaction contemplated herein and shall provide DNA with reasonable notice thereof so that DNA may assert all rights it has under this Agreement, including, but not limited to, those referenced in Sections 29.A., 11 and 17 hereof.
- C. To the extent Contractor breaches any part of this Section 29, the Indemnification provisions of Section 11 hereof shall be fully enforced by DNA against Contractor. It expressly is understood that liability to DNA shall **not** be limited to booked but unworked shifts.

30. CHANGES TO AGREEMENT

Any changes to this Agreement shall be effective only if mutually agreed upon in writing by duly authorized representatives of the parties. This Agreement shall not be modified or supplemented, or any rights, duties or obligations of a party in it waived, except by such a writing.

31. **FINAL AGREEMENT; SURVIVABILITY OF TERMS**

This Agreement represents the entire agreement between the parties. It supersedes and voids all contract terms contained in any earlier agreements between the parties. There are no other oral or written agreements between the parties supplemental or contrary to this Agreement. If any provision hereof shall be held unenforceable, the remaining provisions shall be given full force and effect.

32. **TERM OF AGREEMENT AND TERMINATION**

The term of this Agreement shall be from MAY 2019 to MAYp2020, and will automatically renew on an annual basis if not revised by agreement of each party or terminated. Either party may terminate this Agreement for any lawful reason by sending the other written notice of termination at least thirty (30) days before the date of termination. Such termination shall not be a waiver of any right to pursue damages for a pre-existing breach. The parties herein shall deal with each other in good faith during the thirty (30) day period after which any notice of intent to terminate without cause has been given.

33. **NOTICE**

Any notice given pursuant to this Agreement shall be given by personal delivery, prepaid telegram, telecopy, overnight delivery service postage prepaid, registered or certified mail, with return receipt requested, directed to the parties at the following addresses:

Dedicated Nursing Associates, Inc.:

6536 William Penn Highway Rt 22
Suite 202
Delmont, Pennsylvania 15626

Contractor:

4401 North Main
Rockford, Illinois 61103

34. **CHOICE OF LAW/VENUE**

This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania, without reference to any conflicts of law principles thereof. In addition, any claims brought hereunder shall first attempted to be mediated informally by the parties. In the event mediation is unsuccessful, then any litigation brought hereunder must be brought in the Court of Common Pleas of Westmoreland County, Pennsylvania, or the U.S. District Court for the Western District of Pennsylvania, to the extent federal law or federal diversity jurisdiction would apply.

35. **EXECUTION**

This Agreement is executed by duly authorized officers, employees or agents of the parties on the dates below, and with the intent to be legally bound hereby:

Dedicated Nursing Associates, Inc.:

By: _____ Title: _____ Dated: _____


By: _____ Title: _____ Dated: _____
[Authorized Representatives]

Contractor:

Entity: **County of Winnebago River Bluff Nursing Home**

By: _____ Title: Chairman of the Board Dated: _____
[Authorized Representative]

[Electronic signature/verification has the same legal significance as writing].

Dedicated Nursing Associates, Inc Contract Forms	
DNA Contract Compliance	
Document Title: Joint Commission Compliance Form	Document Number:
	Effective Date: 01/13/2016
	Revision Date:
	Approved By: D.R./C.W.
	Page Number: Page 9 of 9

Dedicated Nursing Associates, Inc. (DNA), as a Joint Commission certified organization, we encourage our clients to:

- Provide an orientation and training program to each health care professional at the time of hire.
- Evaluate the competency of the health care professional at the time of orientation and periodically thereafter.
- Agree to provide DNA with verbal or written performance feedback after the employee has completed a client based orientation.
- Agree to report any incident involving a risk to patient safety and quality of care and security incident involving an employee of DNA. This includes errors injuries and safety hazards as defined in the Joint Commission Standards for Sentinel Events.
- DNA acknowledges, as a Joint Commission certified organization, notice to its publics and employees that concerns about patient care and safety within the client's organization are to be brought to the attention of the client's management personnel. When issues are not addressed, these individuals are encouraged to contact the Joint Commission.
- Staff members that are provided by DNA are our employees that are contracted to work through the agency.

- Reassignment of staff (floating) only to areas of practice within their clinical competency.
- We discourage any personal gain due to the relationship with DNA (i.e. a conflict of interest).

Any client of Dedicated Nursing Associates, Inc. is encouraged to report a complaint or concern to the Joint Commission within 14 calendar days of the event(s) giving rise to the complaint. You may contact the Joint Commission by:

Online: <http://www.jointcommission.org/GeneralPublic/Complaint/>

Mail: Office of Quality Monitoring
The Joint Commission
One Renaissance Boulevard
Oakbrook Terrace, IL 60181

Client Signature

Date

DNA Representative Signature

Date

Exhibit A

Per-Diem Rates	Weekday	Weekend
a. Non-Certified Aides	\$26.00/Hr	\$29.00/Hr
b. Certified Nursing Assistant	\$29.00/Hr	\$29.00/Hr
c. Licensed Practical Nurse	\$48.00/Hr	\$51.00/Hr
d. Registered Nurse	\$59.00/Hr	\$59.00/Hr
e. Registered Nurse Specialty	\$61.00/Hr	\$64.00/Hr

Contract Assignment Rates

a. Certified Nursing Assistant	\$36.00/Hr	\$36.00/Hr
b. Licensed Practical Nurse	\$55.00/Hr	\$55.00/Hr
c. Registered Nurse	\$65.00/Hr	\$65.00/Hr
d. Registered Nurse Specialty	\$69.00/Hr	\$72.00/Hr

* **Travel/Contract Assignments** are typically (13) thirteen weeks in duration, however never less than (4) four weeks and encompass all costs, e.g. lodging and travel.

Any new service not listed will be added by an addendum attachment.

** **Specialty** is considered any unit outside of Long Term Care, Med/Surg, Telemetry. All Registered Nurses that have management functions (floor manager, unit manager, etc) during their assignment will also be considered specialty.

Weekend Bill Rates

Contractor agrees to pay the weekend bill rates for the following days and shifts worked:

- Saturday- 7:00 am-3:00 pm
3:00 pm-11:00 pm
11:00 pm-7:00 am
- Sunday- 7:00 am-3:00 pm
3:00 pm-11:00 pm
11:00 pm-7:00 am

Holiday Policy

The following days will be billed at 1 ½ the hourly rate:

- New Year's Eve 3:00 p.m. through New Year's Day
- Martin Luther King Jr. Day
- Easter Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Christmas Eve 3:00 p.m. through Christmas Day

Training/Orientation

Contractor agrees to pay for all orientation/training hours.

Lunch Breaks

Signed time cards that authorize a paid lunch break will be billed to the Contractor.

Overtime Policy

Any hours exceeding 40 hours in single payroll week (Sunday through Saturday) will be billed at time and a half (1 ½).

Cancellation Policy for Per Diem Personnel

- **Per Diem: Any shift that is cancelled with less than two (2) hours notice will result in a four (4) hour billing charge.**

Cancellation Policy for Travel/Contract Assignment:

- **Travel/Contract Assignments are guaranteed. If cancelled (for any reason), weeks agreed upon will be billed in full. If an employee works part of the assignment, that time and the unworked portion will also be billed. The billed time is not to exceed agreement unless an extension is required and documented. Minimum contract assignments are four (4) weeks.**

Interest: Any invoice beyond 30 days past due will be charged interest at a rate of 1.5%.

CONTACT CHECKLIST

Point of Contact	
<u>Administrator:</u> Name: Sheila Storey E-mail: Phone: 815-921-9205	<u>DON:</u> Name: Star Maironet E-mail: SMaizonet@WinCoIL.us Phone:
<u>Scheduler/Staffing Coordinator:</u> Name: E-mail: Phone: 815-921-9200	<u>Corporate Point of Contact:</u> Name: Purchasing Dept Email: Purchasing@wincoil.us Phone: 815-319-4380

<u>Type of Facility:</u>
<u>Size/Number of Beds:</u>
<u>Main Need (Discipline):</u> CNA
<u>Currently Using Agency?</u> Misc.

- 1 **Who** (ex: OR Nurse, ER Nurse, Med Tech, Telemetry, Nurse Aide etc.) ?
- 2 **What** (ex: education requirements, clinical requirements, specific years of experience, male or female, height requirements etc.) ?
- 3 **When** (ex: length of assignment, specific schedule/days, start date etc.) ?
- 4 **Where** (ex: if multiple locations/wings, where is the help needed) ?

Billing Information

Billing/Invoice	
Contact Name:	Title:
Phone Number:	E-mail Address:

<u>Corporate Group Affiliation:</u>			
<u>Company Billing Name:</u>			
<u>Billing Address:</u>			
<u>Invoicing Preference:</u>	<input type="checkbox"/> E-mail	<input type="checkbox"/> Mail	
<u>Payment Preference:</u>	<input type="checkbox"/> ACH	<input type="checkbox"/> Check	<input type="checkbox"/> Credit
Card			
<u>OT Rate:</u>		<u>Holiday Rate:</u>	
<u>MSP/VMS fee (if applicable):</u>			
<u>Administrative fees (if applicable) & Special billing requirements:</u>			

NEW BUSINESS

BOARD APPOINTMENTS



Executive Summary

Date: April 3, 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.

.....

Jay Dowthard of Rockford, Illinois, to serve a 2-year term on the Board of Review Board.

About the Board of Review	
Location:	404 Elm Street
Service Description:	Provides property owners a venue to resolve assessed value complaints. Serves as the final local administrative review for assessment complaints.
Board Composition:	Three trustees, appointed by the Winnebago County Board Chairman with advice and consent of the County Board. No more than two of the Board Members may be affiliated with the same political party.
Origin of Entity:	Property Tax Code 35 ILCS 200 Section 6 and Section 16
Property Tax/Funding:	Funded through the General Fund which includes property tax revenue.
Consolidation/ Dissolution Plan:	<i>If applicable</i>
Compensation:	None



Executive Summary

Date: April 3, 2019

From: County Board Chairman Frank Haney

Topic: **Board Appointment**

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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.

.....

Brad Benedict of Rockford, Illinois, to serve a 2-year term on the Board of Review Board.

About the Board of Review	
Location:	404 Elm Street
Service Description:	Provides property owners a venue to resolve assessed value complaints. Serves as the final local administrative review for assessment complaints.
Board Composition:	Three trustees, appointed by the Winnebago County Board Chairman with advice and consent of the County Board. No more than two of the Board Members may be affiliated with the same political party.
Origin of Entity:	Property Tax Code 35 ILCS 200 Section 6 and Section 16
Property Tax/Funding:	Funded through the General Fund which includes property tax revenue.
Consolidation/ Dissolution Plan:	<i>If applicable</i>
Compensation:	None