



WINNEBAGO COUNTY

— ILLINOIS —

2nd REVISED AGENDA

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

Thursday, May 23, 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 Jaime Salgado
5. Awards, Proclamations, Presentations, Public Hearings, and Public Participation
 - A. Awards – None
 - B. Proclamations – “Mental Health Awareness Month” – Accepted by Danielle Angileri
 - C. Presentations – “815 Outside” presented by Ann Wasser, Executive Director of Severson Dells
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
 - A. Chairman Position 2020 – 2024
 - B. County Executive Referendum Ballot Question (November 2020)
 - C. Census
 - D. County Website
 - E. Board Committee, Sub-Committee, Ad Hoc, Working Group List
9. Announcements & Communications Clerk Lori Gummow
 - A. Correspondence (see packet)

- 10. Consent Agenda..... Chairman Frank Haney**
- A. Raffle Report
 - B. Bills
 - C. Approval of April 25, 2019 minutes
 - D. Layover of May 9, 2019 minutes
- 11. County Administrator’s Report.....Administrator Carla Paschal**
- A. Quarterly Finance Update**
- 12. Department Head Updates.....Department Heads**
- A. Tax Bill Update – Tom Hodges
- 13. Standing Committee Reports Chairman Frank Haney**
- A. Finance Committee**Jaime Salgado, Committee Chairman**
 - 1. Committee Report
 - 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. Z-04-19 A map amendment to rezone +/- 15.07 acres from the AG, Agricultural Priority District to the RA, Rural Agricultural Residential District for property generally located on the west side of County Line Road (immediately south of 12482 County Line Road), in Roscoe Township, District 4 to be laid over
 - 3. SU-04-19 A special use permit for an Agri-Business to allow an U-pick operation (i.e. raspberry / blueberry patch) in the AG, Agricultural Priority District for property that is commonly known as 2820 Yale Bridge Road, in Rockton Township, District 2 to be laid over
 - 4. SU-03-19 A special use permit for a wedding and/or reception facility in the AG, Agricultural Priority District for the property that is commonly known as 10540 Best Road in Durand Township, District 2 to be laid over
 - 5. An Ordinance To Adopt Certain Fee Schedule Updates For Building And Planning And Zoning Permits And Services, Countywide to be laid over
 - 6. Committee Report
 - C. Economic Development Committee.....**Fred Wescott, Committee Chairman**
 - 1. Committee Report
 - 2. Resolution To Provide \$30,000 From Winnebago County Host Fees To Rockford Park District Foundation For Improvements Of The West Rock Wake Park Development
 - 3. 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 Stateline Swiss Manufacturing LLC

4. Resolution Directing The County Of Winnebago To Use \$7,000 Of Host Fees To Become A Wall Mural Sponsor Of The Rockford Area Convention And Visitors Bureau's State Of Illinois' Wall Mural Grant Project
 5. Resolution Directing The County Of Winnebago To Use Twenty Five Thousand (\$25,000) In Host Fees To Fund A Director For The Great Neighborhoods Program Of The Rockford Region
- D. Operations & Administrative Committee **Keith McDonald, Committee Chairman**
1. Committee Report
 2. **Resolution Awarding Project Manager Services**
 3. Resolution Authorizing Execution of an Intergovernmental Agreement for Information Technology Support Services Between County of Winnebago and Region 1 Planning Council
 4. Resolution Appointing Personnel to Negotiate an Intergovernmental Agreement Regarding the Winnebago County PSAP Center on Behalf of the County
 5. Resolution Awarding Electricity Bid for Highway Department
 6. Resolution Awarding Electricity Bid
- E. Public Works Committee **Dave Tassoni, Committee Chairman**
1. Committee Report
 - (19-012)** Awarding Bids for Mowing and Vegetation Control
 - Mowing 2019 Cost: \$9,352 C.B. District: County Wide
 - Mowing 2020 Cost: \$9,352
 - Spraying 2019 Cost: \$11,516
 - Spraying 2020 Cost: \$11,516
- F. Public Safety Committee..... **Aaron Booker, Committee Chairman**
1. Committee Report
 2. Resolution Approving an Intergovernmental Agreement Between the County of Winnebago and Win-Bur-Sew Fire Protection District
- G. Personnel and Policies Committee.....**David Fiduccia, Committee Chairman**
1. Committee Report
 2. Resolution Authorizing the Administrator of River Bluff Nursing Home to Renew Agreements for Nursing Services
- 14. Unfinished Business Chairman Frank Haney**
- 15. New Business.....Chairman Frank Haney**
- A. Board Appointments
1. Reappoint Todd Scott, North Park Water District, Machesney Park, Illinois, May 2019 – May 2024, 5 year term
 2. Reappoint Dale James, North Park Water District, Machesney Park, Illinois, May 2019 – May 2024, 5 year term
 3. Reappoint Patricia Rogers, Harlem Cemetery Association, Loves Park, Illinois,

- May 2019 – May 2025, 6 year term
4. Reappoint Thomas Taylor, Harlem Cemetery Association, Roscoe, Illinois,
May 2019 – May 2025, 6 year term
 5. Reappoint Ray Rogers, Harlem Cemetery Association, Loves Park, Illinois,
May 2019 – May 2025, 6 year term
 6. Reappoint Terry Johnson, Harlem Cemetery Association, Loves Park, Illinois,
May 2019 – May 2025, 6 year term
 7. Reappoint Gregory Gill, Northwest Fire Protection District, Machesney Park, Illinois,
May 2019 – May 2022, 3 year term

16. Adjournment Chairman Frank Haney

Next Meeting: Thursday, June 13, 2019



Proclamation

In Recognition of

Mental Health Awareness Month

WHEREAS, mental health is part of overall health; and

WHEREAS, mental health helps to sustain an individual's thought processes, relationships, productivity and ability to adapt to change or face adversity. Mental illness adversely affects those abilities and often is life-threatening in nature; and

WHEREAS, one in five adults experiences mental health problems in any given year and such problems can contribute to the onset of mental illness. One in 17 adults live with mental illness such as major depression, bipolar disorder or schizophrenia; and

WHEREAS, approximately one-half of chronic mental illness begins by the age of 14 and three-quarters by age 24; and

WHEREAS, long delays – sometimes decades – often occur between the time symptoms first appear and when individuals get help. Early identification and treatment can make a profound difference in successful management of mental illness and recovery; and

WHEREAS, it is important to maintain mental health and learn the symptoms of mental illness in order to get help when it is needed; and

WHEREAS, every citizen and community can make a difference in helping end the silence and stigma that for too long has surrounded mental illness and discouraged people from getting help; and

WHEREAS, public education and civic activities can encourage mental health and help improve the lives of individuals and families affected by mental illness.

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

“Mental Health Awareness Month”

in Winnebago County and encourage all citizens to rally support for all individuals affected by mental illness.



IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the County of Winnebago, Illinois to be affixed this 23rd day of May, 2019.

**Frank Haney, Chairman
Winnebago County Board**

CHAIRMAN'S REPORT

ANNOUNCEMENTS & COMMUNICATIONS



WINNEBAGO COUNTY

— ILLINOIS —

Announcements & Communications

Date: May 23, 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. Byron Station 1 and 2 – Request for Information for an NRC Design Bases Assurance Inspection (Program): Implementation of the of the Environmental Qualification Program Inspection Report 05000454/2019012; 05000455/2019012.
 - b. Letter regarding withdrawal of certain power reactor security orders applicable to nuclear power plants.
 - c. Federal Register / Vol. 84, No. 88 / Tuesday, May 7, 2019 / Notices.
 - d. Letter regarding public open house to discuss the 2018 End-of-Cycle Performance Assessment for Byron Station, Units 1 and 2.
 - e. Braidwood Station, Byron Station, Clinton Power Station Dresden Nuclear Power Station, LaSalle County Station, and Quad Cities Nuclear Power Station – Information Request to Support the NRC Annual Baseline Emergency Action Level and Emergency Plan Changes Inspection.
2. County Clerk Gummow received from Nancy McPherson, Winnebago County Recorder, the Monthly Report for April, 2019.



WINNEBAGO COUNTY

— ILLINOIS —

3. County Clerk Gummow received from the Illinois Environmental Protection Agency a letter regarding Rock River Water Reclamation District (Illinois EPA BOA ID#201030CAG) Federally Enforceable State Operating Permit (19040025).
4. County Clerk Gummow received from Charter Communications the Quarterly Franchise Fee Payment for the following:
 - a. Township of Roscoe
 - b. Township of Harlem
 - c. Township of Rockton

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
11 different organizations for 15 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 |
| 30094 | 1 | GREATER ROCKFORD BARBERSHOP CHORUS | 10/12/2019-10/12/2019 | \$ 2,000.00 |
| 30095 | 1 | KNIGHTS OF COLUMBUS | 07/06/2019-07/06/2019 | \$ 4,999.99 |
| 30096 | 1 | LOVES PARK FIRE DEPARTMENT | 06/08/2017-06/08/2019 | \$ 4,999.00 |
| 30097 | 1 | NAMI NORTHREN ILLINOIS | 06/10/2019-06/10/2019 | \$ 4,999.00 |
| 30098 | 1 | ROCK VALLEY ANGLERS CLUB OF ILLINOIS | 06/02/2019-06/02/2019 | \$ 2,400.00 |
| 30099 | 1 | ROCK VALLEY ANGLERS CLUB OF ILLINOIS | 09/07/2019-09/07/2019 | \$ 2,400.00 |
| 30100 | 1 | ROCK VALLEY ANGLERS CLUB OF ILLINOIS | 09/27/2019-09/27/2019 | \$ 2,400.00 |
| 30101 | 1 | ROCK VALLEY ANGLERS CLUB OF ILLINOIS | 10/13/2019-10/13/2019 | \$ 2,400.00 |
| 30102 | 1 | ROCK VALLEY ANGLERS CLUB OF ILLINOIS | 07/13/2019-07/13/2019 | \$ 2,400.00 |
| 30103 | 1 | ROCKFORD ART MUSEUM | 09/14/2019-09/15/2019 | \$ 750.00 |
| 30104 | 1 | ROCKFORD PRO AM | 06/15/2019-07/08/2019 | \$ 3,029.00 |
| 30105 | 1 | SWEDISH AMERICAN FOUNDATION | 05/24/2019-06/20/2019 | \$ 4,210.00 |
| 30106 | 1 | UNITED WAY OF ROCK RIVER VALLEY | 05/24/2019-06/13/2019 | \$ 245.00 |
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| The Following Have Requested A Class B, MULTIPLE (2, 3 OR 4) LICENSE | | | | |
|--|--------------|----------------------|---------------|--------|
| LICENSE # | # OF RAFFLES | NAME OF ORGANIZATION | LICENSE DATES | AMOUNT |
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| The Following Have Requested A Class C, One Time Emergency License | | | | |
|--|--------------|----------------------|-----------------------|-------------|
| LICENSE # | # OF RAFFLES | NAME OF ORGANIZATION | LICENSE DATES | AMOUNT |
| 30107 | 1 | TEAM KAT BENEFIT | 06/15/2019-06/15/2019 | \$ 4,999.00 |
| | | | | |
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| The Following Have Requested A Class D, E, & F Limited Annual License | | | | |
|---|--------------|-------------------------------------|-----------------------|-------------|
| LICENSE # | # OF RAFFLES | NAME OF ORGANIZATION | LICENSE DATES | AMOUNT |
| 30108 | 1 | ROCKFORD PARK DISTRICT FOUDATION | 06/01/2019-08/30/2019 | \$ 4,999.00 |
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This concludes my report

Deputy Clerk Kayla Hilliard

LORI GUMMOW
Winnebago County Clerk

Date 23-May-19

RESOLUTION

TO THE HONORABLE COUNTY BOARD OF WINNEBAGO COUNTY:

Your County Auditor respectfully submits the following summarized report of the claims to be paid and approved:

| | <u>FUND NAME</u> | <u>RECOMMENDED FOR PAYMENT</u> |
|-----|-------------------------------|--------------------------------|
| 001 | GENERAL FUND | 2,972,152.27 |
| 101 | PUBLIC SAFETY TAX | 2,523,107.77 |
| 102 | MARRIAGE AND CIVIL UNION FUND | 176.03 |
| 103 | DOCUMENT STORAGE FUND | 37,745.03 |
| 104 | TREASURER'S DELINQUENT TAX FU | 3,715.28 |
| 105 | VITAL RECORDS FEE FUND | 2,077.58 |
| 106 | RECORDERS DOCUMENT FEE FUND | 54,211.69 |
| 107 | COURT AUTOMATION FUND | 19,618.02 |
| 109 | VICTIM IMPACT PANEL FEE | 800.00 |
| 110 | CHILD SUPPORT & COLLECTIN FE | 6,258.40 |
| 111 | CHILDREN'S WAITING ROOM FUND | 11,734.22 |
| 112 | RENTAL HOUSING FEE FUND | 28,935.00 |
| 114 | 911 OPERATIONS FUND | 122,052.63 |
| 115 | PROBATION SERVICE FUND | 12,116.93 |
| 116 | HOST FEE FUND | 645,756.64 |
| 118 | NEUTRAL SITE CUSTODY EXCHANGE | 19,001.00 |
| 120 | DEFERRED PROSECUTION PROGRAM | 4,105.32 |
| 121 | HOTEL / MOTEL TAX FUND | 97,808.66 |
| 126 | LAW LIBRARY | 18,570.13 |
| 131 | DETENTION HOME | 238,347.89 |
| 145 | FORECLOSURE MEDIATION FUND | 5,867.59 |
| 155 | MEMORIAL HALL | 12,766.31 |
| 158 | CHILD ADVOCACY PROJECT | 43,352.78 |
| 161 | COUNTY HIGHWAY | 293,966.10 |
| 162 | COUNTY BRIDGE FUND | 26,423.70 |
| 164 | MOTOR FUEL TAX FUND | 88,484.32 |
| 168 | TOWNSHIP BRIDGE | 67,746.57 |
| 181 | VETERANS ASSISTANCE FUND | 17,050.83 |
| 185 | HEALTH INSURANCE | 1,453,882.26 |
| 192 | EMPLOYER SOCIAL SECURITY FUND | 330,087.48 |
| 193 | ILLINOIS MUNICIPAL RETIRE | 425,444.89 |
| 194 | TORT JUDGMENT & LIABILITY | 17,810.00 |
| 301 | HEALTH GRANTS | 732,020.01 |
| 302 | SHERIFF'S DEPT GRANTS | 2,286.19 |
| 303 | STATE'S ATTORNEY GRANT | 12,033.76 |
| 304 | PROBATION GRANTS | 5,040.00 |
| 309 | CIRCUIT COURT GRANT FUND | 145,330.73 |
| 401 | RIVER BLUFF NURSING HOME | 1,159,252.80 |
| 410 | ANIMAL SERVICES | 176,467.59 |

CONTINUATIONFUND NAMERECOMMENDED FOR PAYMENT

| | | |
|-------------------|-----------------------------|----------------------|
| 420 | 555 N COURT OPERATIONS FUND | 21,438.04 |
| 430 | WATER FUND | 15,566.14 |
| 501 | INTERNAL SERVICES | 33,221.69 |
| TOTAL THIS REPORT | | <u>11,903,830.27</u> |

The adoption of this report is hereby recommended:


 William Crowley, County Auditor

ADOPTED: This 23rd day of May 2019 at the City of Rockford, Winnebago County, Illinois.

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

ATTEST:

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

**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. County 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 approved 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

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**REGULAR ADJOURNED MEETING
WINNEBAGO COUNTY BOARD
MAY 9, 2019**

1. Board Member Boomer Called to Order the Regular Adjourned Meeting of the Winnebago County Board for Thursday, May 9, 2019 at 6:04 p.m.
2. County Clerk Gummow announced that Pursuant to Sec. 2-81 of the County Code of Ordinances, Chairman Frank Haney has appointed Board Member Boomer to run the County Board Meeting.
3. Board Member Boomer announced the following Agenda Changes: No Changes
4. Roll Call: 20 Present. 0 Absent. (Board Members Arena, Bilich, Booker, Boomer, Butitta, Crosby, Fellars, Fiduccia, Gerl, Goral, Hoffman, Kelley, McDonald, Nabors, Redd, Salgado, Schultz, Tassoni, Webster, and Wescott were present)
5. County Board Member Redd gave the invocation and led the Pledge of Allegiance.

AWARDS, PRESENTATIONS AND/OR PROCLAMATIONS AND PUBLIC PARTICIPATION

- | | | |
|----|----------------------|---|
| 6. | <u>Awards</u> | - None |
| | <u>Proclamations</u> | <p>- Larry Rowlett, from Local 364 received a proclamation in recognition of “Electrical Safety Month.”</p> <p>Larry Rowlett thanked the Board for acknowledging May as Safety Month.</p> |
| | <u>Presentations</u> | - None |

PUBLIC COMMENT

7. None

BOARD MEMBER CORRESPONDENCE

8. Board Member Booker attended a luncheon at Severson Dells and was amazed with the amount of birds.

Board Member Arena asked the State's Attorney if they have received s bill from the Sheriff's attorney, which has not yet been received.

CHAIRMAN'S REPORT

9. No Report.

ANNOUNCEMENTS & COMMUNICATION

10. County Clerk Gummow submitted the Items Listed Below as Correspondence which were "Placed on File:"
- A. County Clerk Gummow submitted 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
 - B. County Clerk Gummow submitted 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.
 - C. County Clerk Gummow submitted from Theresa Grennan, Chief Deputy Winnebago County Treasurer the Investment Report for May 2019.

CONSENT AGENDA

11. Board Member Boomer entertained a motion to approve the Consent Agenda for May 9, 2019 (Raffle Report, County Board Minutes of April 11, 2019 and to layover the County Board Minutes of April 25, 2019). Board Member Fellars moved for the approval of the Consent Agenda, seconded by Board Member Hoffman. The motion was approved by a unanimous vote of all members present.

COUNTY ADMINISTRATOR'S REPORT

12. County Administrator Paschal welcomed back Human Resource Director Ponder.

County Administrator Paschal announced the release of a Trustee Program RFQ on May 3rd and asked for responses back by May 28th. A large diverse evaluation committee was developed to review the RFQ's.

There have been a few meetings regarding a student loan program as a way of retention County Departments.

On May 16th at the Operations Committee Meeting the project manager will be making a presentation.

Last week the external audit review done by the external auditors and the results were very favorable. County Administrator Paschal thanked Molly and her staff for all of their hard work.

County Administrator Paschal met with River Bluff and has reported serious staffing concerns. She spoke of a retention program aimed at River Bluff Nursing Home.

County Engineer Vanderwerff spoke of a Hazard Mitigation Study that is required every five years. The studies have to be completed to get access to FEMA dollars. He is looking at a Budget Amendment from the County Board to pay for the study. Discussion by County Administrator Paschal and Board Member Fellars, Gerl, Goral, Webster and Crosby.

DEPARTMENT HEAD UPDATES

13. No Report.

REPORTS FROM STANDING COMMITTEES

FINANCE COMMITTEE

14. Board Member Salgado made a motion to approve a Resolution Authorizing Execution of a Collective Bargaining Agreement with the American Federation of State, and Municipal Employees, AFL-CIO, Illinois Council 31, Local 473, seconded by Board Member Hoffman. Discussion by County Administrator Paschal. Motion was approved by a voice vote.

ZONING COMMITTEE

15. Board Member Webster made a motion to lay over 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, seconded by Board Member Fellars. Discussion by Board Member Fellars. Motion was approved by a voice vote, Board Member Schultz voted no.
16. Board Member Webster made a motion to approve 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, seconded by Board Member Crosby. Motion was approved by a voice vote, Board Member Schultz voted no.
17. Board Member Webster made a motion to approve 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, seconded by Board Member Kelley. Motion was approved by a voice vote.

18. Board Member Webster made a motion to approve 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, seconded by Board Member Goral. Discussion by Planning and Zoning Officer Krup and Board Member McDonald, Tassoni, Schultz, Fellars, Arena, Crosby, Gerl, and Goral. Motion to approve V-02-19 failed by a roll call vote of 10 no and 10 yes votes. (Board Members Boomer, Butitta, Fellars, Fiduccia, Goral, Nabors, Redd, Schultz, Tassoni, and Webster voted no.)

Board Member Webster announced that the next Zoning Committee Meeting will be May 22, 2019 at 5:00 p.m. in Room 303.

ECONOMIC DEVELOPMENT

19. 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 \$50,000 from the Revolving Loan Fund to Greenlink Energy Solutions, Inc., seconded by Board Member Gerl. Motion was approved by a voice vote.

OPERATIONS & ADMINISTRATIVE COMMITTEE

20. Board Member McDonald read in for the first reading of an Ordinance Amending Chapter 50, Article III, Section 50-77 Summer Foods Programs and Child and Adult Care Program Fees to be Laid Over. Board Member McDonald made a motion to suspend the rules, seconded by Board Member Hoffman. Motion was approved by a voice vote. Board Member McDonald made a motion to approve the Ordinance, seconded by Board Member Redd. Discussion by Director of Environmental Health Services Todd Marshall and Board Member Gerl. Motion was approved by a voice vote.
21. Board Member McDonald made a motion to approve a Resolution Authorizing Execution of an Occupancy Agreement Between the Children's Justice, Inc. and the County of Winnebago, Children's Advocacy Program, seconded by Board Member Hoffman. Discussion by County Administrator Paschal and Board Member Schultz. Motion was approved by a voice vote.
22. Board Member McDonald made a motion to approve a Resolution Authorizing Communication with the Illinois General Assembly Regarding Proposed Changes to the Property Tax Code for Sales in Error and Tax Deeds, seconded by Board Member Arena. Discussion by Deputy State's Attorney Kurlinkus and Board Members Fellars, Arena, and Gerl. Board Member Fellars made a motion to send the Resolution back to Committee for more clarification, seconded by Board Member Nabors. Discussion by State's Attorney Hite-Ross and Board Members Goral, Salgado, Arena, Webster, Schultz, Gerl, Redd, Crosby. Motion to send the Resolution back to committee failed by a roll call vote of 13 no and 7 yes votes. (Board Member Arena, Bilich, Boomer, Booker, Butitta, Fiduccia, Hoffman, Kelley, McDonald, Salgado, Schultz, Webster, and Wescott voted no.) Discussion Board Members Schultz, Arena, Fellars, Gerl, Board Member Webster called the question, seconded by Board Member Wescott. Motion was approved by a voice vote. Motion to approve the Resolution was approved by a roll call vote of 18 yes and 2 no. (Board Members Crosby and Fellars voted no.)

PUBLIC WORKS

23. Board Member Tassoni made a motion to approve (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), seconded by Board Member Kelley. Motion was approved by a voice vote.
24. Board Member Tassoni made a motion to approve (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, seconded by Board Member Gerl. Motion was approved by a voice vote.
25. Board Member Tassoni made a motion to approve (19-010) Resolution Authorizing the Purchase of a Utility Tractor, seconded by Board Member Gerl. Motion was approved by a voice vote.
26. Board Member Tassoni made a motion to approve (19-011) Resolution Authorizing the Purchase of a Wood Chipper, seconded by Board Member Hoffman. Motion was approved by a voice vote.

PERSONNEL AND POLICY COMMITTEE

27. Board Member Fiduccia made a motion to approve a Resolution Authorizing the Administrator of River Bluff Nursing Home to Execute a Nursing Staffing Services Agreement – All American Healthcare Services, Inc., seconded by Board Member Hoffman. Motion was approved by a voice vote.
28. Board Member Fiduccia made a motion to approve a Resolution Authorizing the Administrator of River Bluff Nursing Home to Execute a Nursing Services Agreement – Dedicated Nursing Associates, Inc., seconded by Board Member Hoffman. Motion was approved by a voice vote.

PUBLIC SAFETY

29. Board Member Booker gave an update on jail population. In January there were 853 inmates, February 829, March 972, and April there were 930. There has been an increase in population. Chief Deputy Mark Karner reported there are currently 153 correction's officers and 8 are completing background checks. Discussion by Board Member Fellars.

Board Member Booker spoke of a possible Public Safety Meeting scheduled for next week.

UNFINISHED BUSINESS

30. Board Member Wescott announced there will be an Economic Development Meeting on Monday.

NEW BUSINESS

31. Board Member Boomer read in for the first reading of the Reappointments listed below, to be Laid Over. County Board Member Wescott 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. County Board Member Nabors moved for the approval of the Reappointments, seconded by Fellars. Motion was approved by a unanimous vote of all members present.

Reappointment(s):

Board of Review

June 2019 - June 2021

Jay Dowthard

Rockford, IL

Board of Review

June 2019 – June 2021

Brad Benedict

Rockford, IL

Deputy State's Attorney Kurlinkus advised Board Members not to interact with outside individuals regarding pending Zoning issues.

Deputy State's Attorney Kurlinkus passed out a memo regarding the procedure for replacing Standing Committee Chairman.

32. Board Member Boomer entertained a motion to adjourn. County Board Member Gerl moved to adjourn the meeting, seconded by Board Member Hoffman. Motion was approved by a voice vote. The meeting was adjourned at 7:26 p.m.

Respectfully submitted,


Lori Gummow
County Clerk

ar

ADMINISTRATOR'S REPORT

DEPARTMENT HEAD UPDATES

ZONING COMMITTEE

ZC Recommends: *APPROVAL (6-0)*

Attachment
ZONING COMMITTEE
OF THE COUNTY BOARD AGENDA
May 23, 2019

6. **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, **June 26, 2019**, at 5:00 p.m. in Room 303 of the County Administration Building.

SPONSORED BY: JIM WEBSTER

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

SUBMITTED BY: ZONING COMMITTEE

2019 CO_____

**ORDINANCE TO ADOPT CERTAIN FEE SCHEDULE UPDATES FOR
BUILDING AND PLANNING AND ZONING PERMITS AND SERVICES**

WHEREAS, the County Board is authorized to prescribe reasonable rules and regulations governing the construction and alteration of buildings and structures in the County pursuant to Section 5-1063 of the Counties Code, 55 ILCS 5/5-1063; and

WHEREAS, pursuant to said authority, the County Board has adopted ordinances which regulate the construction and alteration of buildings in the County and has incorporated as part of those ordinances a fee schedule for building permits issued by the Winnebago County Regional Planning and Economic Development Department; and

WHEREAS, the County Board is authorized to regulate and restrict the location and use of buildings and structures and otherwise generally regulate land use in the County pursuant to Section 5-12001 of the Counties Code, 55 ILCS 5/5-12001; and

WHEREAS, pursuant to said authority, the County Board has adopted ordinances which regulate land use in the County and has incorporated as part of those ordinances a fee schedule for planning and zoning permits and services provided by the Winnebago County Regional Planning and Economic Development Department; and

WHEREAS, the Regional Planning and Economic Development Department has reviewed the current fees for its building permits and its planning and zoning permits and services and recommends amendments to the fee schedule, including increases in certain fees, the addition of new fees, and a waiver of fee as set forth in Exhibit A.

NOW THEREFORE BE IT ORDAINED by the County Board of the County of Winnebago, Illinois, that the Fee Schedule Updates for Building and Planning and Zoning, attached hereto as Exhibit A, be adopted and added into the Fee Schedule for planning and zoning permits and services in the County of Winnebago. Building, Planning and Zoning fees, other than those listed on the attached Exhibit A, shall remain as previously approved.

BE IT FURTHER ORDAINED, that the Planning and Zoning Fee Schedule Updates shall become effective on its adoption and that the County Clerk is hereby directed to distribute a certified copy of this Ordinance to the Director of the Regional Planning and Economic Development Department, the County Administrator, and the County Auditor.

Respectfully submitted,
**ZONING
COMMITTEE**

AGREE

Jim Webster, Chairman

Angie Goral

Jas Bilich

Daniel Fellars

Dave Kelley

Tim Nabors

Steve Schultz

DISAGREE

Jim Webster, Chairman

Angie Goral

Jas Bilich

Daniel Fellars

Dave Kelley

Tim Nabors

Steve Schultz

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

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

Attested by:

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

| |
|---|
| <p align="center">EXHIBIT A Fee Schedule Updates for Building and Planning and Zoning Permits and Services</p> |
|---|

| BUILDING PERMITS AND SERVICES | | | | |
|---|------------|------------------------------|----------------|-----------|
| SECTION 4: Heating - A/C & Other Mechanical Systems Fees (Residential / Commercial) | | | | |
| | Permit Fee | PER | Processing Fee | |
| RADON MITIGATION | \$ 30.00 | flat | \$ 40.00 | \$ 70.00 |
| *All new installations; i.e. residential dwellings | | | | |
| SECTION 5: Other Services Provided | | | | |
| | Permit Fee | PER | Processing Fee | |
| F TEMPORARY CERTIFICATE OF OCCUPANCY (Temp. C.O.) | \$ 100.00 | flat | | \$ 100.00 |
| *Per approval of the Building Official, limited to a maximum of 180 days. | | | | |
| G BUILDING VERIFICATION LETTER (Interpretation Letter) | \$ 50.00 | letter | | \$ 50.00 |
| *Addresses specific question(s) regarding interpretation of a code(s) on County letterhead. Each "Letter" is specific to each property, therefore a letter (inclusive of fee) will be required per property of inquiry. | | | | |
| H Handicapped Accessibility Ramp(s) for Residential Use Only | \$ - | Per Building Official Review | | \$ - |
| *Both Building and Zoning permit fees may be waived on an individual basis for Handicapped Accessibility Ramp(s), upon written request to the Winnebago County Building Official, inclusive of all pertinent information involved with the permit applications. Structures will still be required to meet all code requirements for approval. | | | | |

| PLANNING AND ZONING PERMITS AND SERVICES | | | |
|---|--|----------|------|
| SIGN(S) | | | |
| | | FEE | PER |
| Commercial Signs (New & or Change) | | \$ 45.00 | each |
| OTHER | | | |
| Notice For All "Zoning Clearances (Permits), Sign Permits, Temporary Use Permits, and Home Occupation Permits" | | | |
| *When work is commenced prior to obtaining the required "Zoning Clearance (Permit), Sign Permit, Temporary Use Permit, and/or Home Occupation Permit", the established fees shall be increased by 100%. The payment of such fee shall not relieve any person from fully complying with the requirements of the County Unified Development Ordinance, Chapter 90 nor from the penalties prescribed within the Unified Development Ordinance, Chapter 90. | | | |

Winnebago County Regional Planning and Economic Development
- Building Fee Schedule Update -

PROPOSED

**SECTION 4: Heating - A/C & Other Mechanical Systems Fees
(Residential / Commercial)**

| | | Permit Fee | PER | Processing Fee | |
|----------------|---|------------|------|----------------|----------|
| NEW (7-1-2019) | RADON MITIGATION | \$ 30.00 | flat | \$ 40.00 | \$ 70.00 |
| | <i>*All new installations; i.e. residential dwellings</i> | | | | |

SECTION 5: Other Services Provided

| | | Permit Fee | PER | Processing Fee | |
|----------------|--|------------|--------|----------------|-----------|
| NEW (7-1-2019) | F TEMPORARY CERTIFICATE OF OCCUPANCY (Temp. C.O.) | \$ 100.00 | flat | | \$ 100.00 |
| | <i>*Per approval of the Building Official, limited to a maximum of 180 days.</i> | | | | |
| NEW (7-1-2019) | G BUILDING VERIFICATION LETTER (Interpretation Letter) | \$ 50.00 | letter | | \$ 50.00 |
| | <i>*Addresses specific question(s) regarding interpretation of a code(s) on County letterhead. Each "Letter" is specific to each property, therefore a letter (inclusive of fee) will be required per property of inquiry.</i> | | | | |
| NEW (7-1-2019) | H Handicapped Accessibility Ramp(s) for Residential Use Only | \$ - | Per | | \$ - |
| | <i>*Both Building and Zoning permit fees may be waived on an individual basis for Handicapped Accessibility Ramp(s), upon written request to the Winnebago County Building Official, inclusive of all pertinent information involved with the permit applications. Structures will still be required to meet all code requirements for approval.</i> | | | | |

SQ FT = square foot

flat = flat fee (not inclusive of the processing fee if/when required)

pc = per circuit (quantity)

each = per unit (quantity)

Winnebago County Regional Planning and Economic Development
- Planning and Zoning Fee Schedule Update -

APPROVED

ZONING CLEARANCE (PERMIT)

| SIGN(S) | | Ordinance Date | OLD FEE | PER | Ordinance Date | CURRENT FEE | PER | PROPOSED FEE | PER |
|----------|------------------------------------|-------------------|----------|------|-------------------|-------------|------|-----------------|------|
| 7/1/2019 | Commercial Signs (New & or Change) | 5/9/2002 | \$ 10.00 | each | 10/1/2016 | \$ 30.00 | each | \$ 45.00 | each |

OTHER

**PROPOSED
FEE****PER**NEW (7-1-2019) **Notice For All "Zoning Clearance (Permit), Sign Permit, Temporary Use Permit, and Home Occupation Permit"**

**When work is commenced prior to obtaining the required "Zoning Clearance (Permit), Sign Permit, Temporary Use Permit, and/or Home Occupation Permit", the established fees shall be increased by 100%. The payment of such fee shall not relieve any person from fully complying with the requirements of the County Unified Development Ordinance, Chapter 90 nor from the penalties prescribed within the Unified Development Ordinance, Chapter 90.*

ECONOMIC DEVELOPMENT COMMITTEE

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

**RESOLUTION TO PROVIDE \$30,000 FROM WINNEBAGO COUNTY HOST FEES TO ROCKFORD PARK
DISTRICT FOUNDATION FOR IMPROVEMENTS OF THE WEST ROCK WAKE PARK DEVELOPMENT**

WHEREAS, the Winnebago County Board has determined that the money it receives from host fees is to be used for Economic Development, Environmental Education, Job Training Programs and Tourism Benefiting County Residents; and

WHEREAS, the Rockford Park District Foundation is a 501(c)(3) not-for-profit entity whose mission is to provide among other things an exceptional parks and recreation system; and

WHEREAS, the Rockford area of Winnebago County has become known for sporting events which attract state wide and international competitions that bring tourism jobs and money to the Winnebago County economy; and

WHEREAS, in 2014 Winnebago County, Rockford Park District Foundation, City of Rockford, and private investments have previously been made in the creation of West Rock Wake Park for 2 tow lines; and

WHEREAS, in 2016 Winnebago County assisted with the further expansion of the West Rock Wake Park Development for 6 additional tow lines, towers, and electrical upgrade to support the operation of the cable system; and

WHEREAS, the popularity of the West Rock Wake Park has increased to the level that the Rockford Park District Foundation believes that there is a demand for improving the viewing and concession area for visitors; and

WHEREAS, Rockford Park District Foundation is planning on improving the viewing and concession area for visitors;

NOW, THEREFORE BE IT RESOLVED, by the County Board of the County of Winnebago, Illinois, that the County of Winnebago will provide thirty thousand dollars (\$30,000.00) Host Fee Funds to the Rockford Park District Foundation, to be used for improving the viewing and concession area for visitors of West Rock Wake Park Development.

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, the County Administrator and the Winnebago County State's Attorney's Office – Civil Division.

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

**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 STATELINE SWISS MANUFACTURING LLC**

WHEREAS, STATELINE SWISS MANUFACTURING LLC (SLSwiss) is a machine shop specializing in precision parts manufacturing using state-of-art Swiss CNC (computer numerical control) machining equipment; and

WHEREAS, SLSwiss began Michael S. Smoody was a manufacturer's representative who desired to own his own business and Slavatore Tarara agreed to finance Mr. Smoody's dream until Smoody could secure other financing; and

WHEREAS, Mr. Tarara would now like to divest his interest in SLSwiss and Mr. Smoody has agreed to purchase Tarara's controlling interest in SLSwiss; and

WHEREAS, Mr. Smoody projects that continued growth will create four skilled machinist positions that would pay \$15-\$20 an hour with full benefits; and

WHEREAS, the County of Winnebago (County) desires to loan SLSwiss from its Revolving Loan Fund \$50,000 at 8% interest to be fully amortized over seven (7) years with secured by a senior lien in equal position with the lien of Northern Illinois Community Service Corporation (NICSC) who is also loaning SLSwiss \$50,000, such lien to be subordinate to Blackhawk Bank debt which is not to exceed \$752,000; and

WHEREAS, the County believes this loan to be fully collateralized by business assets, after discounting the business assets per industry norm it is estimated that the collateral coverage ratio is at 1:08, and this loan supports the growth and development of advanced manufacturing capacity in Winnebago County; 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 eight percent (8%) fully amortized over seven (7) years to Stateline Swiss Manufacturing LLC with Mr. Smoody being a co-borrower on the loan, keyman life insurance on Mr. Smoody for \$500,000 with an assignment to Blackhawk Bank, with a subordination agreement from Mr. Tarara subordinating his lien on business assets to the liens of NICDC and the County of Winnebago.

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

BE IT FURTHER RESOLVED, that the Clerk of the County Board of the County of Winnebago is directed to prepare and deliver certified copies of this resolution to the Winnebago County Planning and Economic Development Director.

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:

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

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

Revolving Loan Fund
Loan Summary for:
 Stateline Swiss Manufacturing, LLC

| | |
|--|---|
| <u>Applicant:</u> Stateline Swiss Manufacturing, LLC <u>Location Address:</u> 5326 Stern Drive, Unit C Roscoe, IL 61073 <u>Type of Business:</u> <input type="checkbox"/> New (Start-up) <input checked="" type="checkbox"/> Expansion (Existing) <u>Industry:</u> Manufacturing – CNC Machining | <u>PIN:</u> 08-09-127-002 <u>Principal / Officer (%):</u> Michael Smoody (100%) <u>Website:</u> http://www.statelineswiss.com/ <u>County Board District #:</u> 7 <u>County Board Member:</u> Paul Arena |
|--|---|

| <u>Requested County Revolving Loan Fund:</u> | | | | | <u>Employees:</u> | |
|---|------------------------|---------|----------|--------------------------|--------------------------|------------------|
| <u>Investment(s)</u> | | | | <u>Percentage</u> | Current | Projected |
| County: | \$ 50,000.00 | 8.00% | interest | 4.42% | 7 | 4 |
| | | 7 years | | | | |
| Owner's: | \$ 30,000.00 | | | 2.65% | | |
| NICDC / DCEO: | \$ 50,000.00 | | | 4.42% | | |
| Other Lenders (Banks): | \$ 752,000.00 | | | 66.43% | | |
| Tarara (Seller) | \$ 250,000.00 | | | 22.08% | | |
| Total Financing of Project: | \$ 1,132,000.00 | | | 100.00% | | |
| | | | | | <u>Total:</u> | 11 |

***Cost of County funds per projected job created: **\$12,500**

Uses of Loan Proceeds:

- Purchase controlling interest in the business.
- Refinancing debt
- Operating capital to support growth.

Description of Business & Project:

Stateline Swiss Manufacturing LLC ("Stateline") is a machine shop specializing in precision parts manufacturing utilizing state-of-art Swiss CNC machining equipment. They serve the following industries; automotive, aerospace, hydraulic components, medical, firearms components, fasteners. The business was formed in June 2014 by Michael S. Smoody and Salvatore Tarara. Mr. Smoody was a manufacturer's representative who dreamed of owning his own business. Mr.

Revolving Loan Fund
Loan Summary for:
Stateline Swiss Manufacturing, LLC

Tarara encouraged Mr. Smoody to pursue his dream and agreed to finance his venture until such time as the business could secure outside financing to purchase his interests. Mr. Tarara would now like to divest his interests and Mr. Smoody has agreed to purchase the controlling interest in the business.

RLDC Recommendation:

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

- 1) Stateline is a profitable and rapidly growing business.
- 2) Participation in this project is projected to contribute to the creation of four (4) full-time, skilled machinist's jobs and the retention of seven (7) skilled machinist's jobs.
- 3) Mr. Smoody has outside income of \$100,000 per year from his industrial sales job that limits the amount of income he needs from Stateline to support his lifestyle.
- 4) Stateline uses cutting-edge Swiss CNC machining equipment to produce precision parts.
- 5) Participation in this project supports the growth and development of advanced manufacturing capacity.
- 6) The loan appears fully collateralized by business assets.



LLC FILE DETAIL REPORT

| | | | |
|---------------------------|------------------------------------|-------------------|--|
| File Number | 04859863 | | |
| Entity Name | STATELINE SWISS MANUFACTURING, LLC | | |
| Status | ACTIVE | On | 05/17/2018 |
| Entity Type | LLC | Type of LLC | Domestic |
| File Date | 06/12/2014 | Jurisdiction | IL |
| Agent Name | ADAM LONG | Agent Change Date | 06/12/2014 |
| Agent Street Address | 6833 STALTER DR STE 100 | Principal Office | 129 S. PHELPS AVE, SUITE 1003B ROCKFORD, IL 611080000 |
| Agent City | ROCKFORD | Managers | View |
| Agent Zip | 61108 | Duration | PERPETUAL |
| Annual Report Filing Date | 00/00/0000 | For Year | 2019 |
| Series Name | NOT AUTHORIZED TO ESTABLISH SERIES | | |

[Return to the Search Screen](#)

Purchase Certificate of Good Standing
(One Certificate per Transaction)

OTHER SERVICES

File Annual Report

Adopting Assumed Name

Articles of Amendment Effecting A Name Change

Change of Registered Agent and/or Registered Office Address

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



LLC MANAGERS

| | | | |
|-------------------|--|-------------|----------|
| Entity Name | STATELINE SWISS MANUFACTURING, LLC | File Number | 04859863 |
| Name | Address | | |
| TARARA, SALVATORE | 129 S PHELPS AVE STE 1003B, ROCKFORD, IL - 611080000 | | |

Close

BACK TO CYBERDRIVEILLINOIS.COM HOME PAGE

Print this page



General Parcel Information

Parcel Number Alternate Parcel Number
08-09-127-002 117B125

Legal Description

PLAT NO 2 HARLEM-ROSCOE INDUSTRIAL PK BNG SUB OF PT NW1/4 SEC 9-45-2 LOT 25

Address

5326 STERN DR

Property Use

Ind Land + Improve (0081)

Owner Name and Address

FINN RENTALS, LLC,
9305 NORTH SECOND STREET
ROSCOE IL 61073

Sales History

| Date | Sale Type | Amount |
|-----------|-----------|-------------|
| 12/6/2005 | MULTI | \$0.00 |
| 9/29/1993 | MISC | \$18,500.00 |



Winnebago County Loan Program (Part 1 of 2)

Presented by:
John Phelps, Executive Director
Andrew Jury, Loan Officer
Rockford Local Development Corporation

Who is RLDC?

- ▶ Private, not-for-profit economic development agency
- ▶ Founded in 1979
- ▶ Primary Activity: Small Business Lending
 - 368 current loans outstanding
 - \$68.8 million loan portfolio;
 - Projects totaling \$325.3 million
 - 7,274 jobs created/impacted



RLDC Programs/Services

- ▶ Source of Gap Financing
- ▶ Statewide SBA 504 Lender
- ▶ Manage Local Revolving Loan Funds
- ▶ Provide SBA 7(a) Packaging Services to Banks
- ▶ Leader in Urban Redevelopment Projects
 - Barber Colman Advanced Training Center
 - Downtown Rockford Conference Center
 - Turner School Rockford Police Substation
 - Former K-Mart Property on N. Main St
 - La Chiquita Grocery Store
 - Keith Creek Flood Mitigation Program



RLF Characteristics

- ▶ Ideal for smaller loans:
 - Lesser of \$200,000 or 30% of project costs
- ▶ Typically Used for Subordinate Financing
 - Eligible Costs:
 - Land & Building
 - Equipment
 - Working capital
- ▶ Rates = project dependent
- ▶ Nominal processing fees



RLF Loan Criteria

- ▶ Small Businesses (esp. Manufacturing and disadvantaged borrowers and distressed areas)
- ▶ Job Creation (\$20,000/job)
- ▶ Leverage of Private capital
- ▶ Sustainability



Underwriting Process

- ▶ Learn about Business (Product/Service, Management, Market, Competition, etc)
- ▶ Describe Uses and Sources of Funds
- ▶ Evaluate Financial Condition (Analyze Balance Sheet–Compare to Industry Standards)
- ▶ Analyze Revenue Growth and Earnings Growth (Analyze Income Statement–Compare to Industry Standards)
- ▶ Analyze Debt Service Capacity
- ▶ Analyze Collateral and Borrower Creditworthiness



Other Considerations

- ▶ Approvals in 30 days or Less
- ▶ Project Default Rates of 2%/Year
 1. \$1 Mil Loan Fund Yields \$60,000 at 6%
 2. RLDC Management Fee Averages 1.5%
 3. Loan Loss Reserve of 4%
 4. Sustainable Income of \$40,000/year



Winnebago County Loan Portfolio

- ▶ 12 Total Loans
- ▶ Balance Outstanding: \$1.03 million
- ▶ Avg Loan Size: \$114,000
 1. Pre-RLDC: \$450,000
 2. Post-RLDC: \$47,000
- ▶ Average Interest Rate: 3.66%
 1. Pre-RLDC: 2.5%
 2. Post-RLDC: 5.58%
- ▶ No Monetary defaults (1 Business Failure and 1 partial deferment)



Winnebago County Balance Sheet

| | 9/30/2018 | 03/31/2019 |
|--|-------------|-------------|
| Cash | \$137,291 | \$195,920 |
| Loans O/S | \$1,033,516 | \$973,062 |
| (net of Reserves of \$43,063) | | |
| Fund Balance | \$1,170,807 | \$1,168,981 |
| (a transfer of \$21,000 was made to the County in FY2019) | | |



Winnebago County Income Statement

| | 2018 | 2019 (6 mos ending 3/31) |
|--------------------|----------|-----------------------------|
| Total Income | \$36,321 | \$19,175 |
| Management Fee Exp | \$16,198 | \$0 |
| Loan Loss Reserves | \$230 | \$0 |
| Operating Surplus | \$19,893 | \$19,175 |



Annual Overview of the Revolving Loan Fund (Part 2 of 2)

Winnebago County, Illinois

Presented by:

Chris Dornbush, Director of Development Services

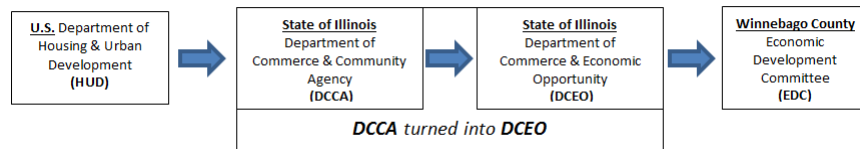
April 25, 2019

Program Highlights

- ▶ Loan purpose increase project capital availability to...
 - Create / Retain jobs
 - Spreads risk among lenders
- ▶ Loans go to...
 - For-Profit / Not-For-Profit business
- ▶ **No** County liability if a loan defaults
 - Future funds would simply be reduced

Origin of the Revolving Loan Funds

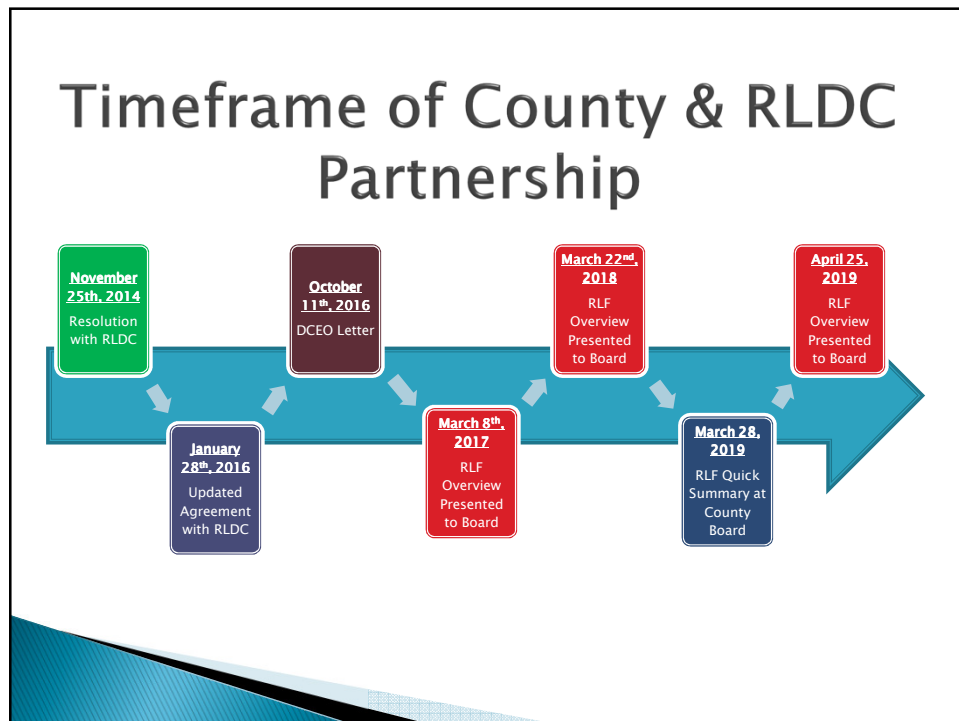
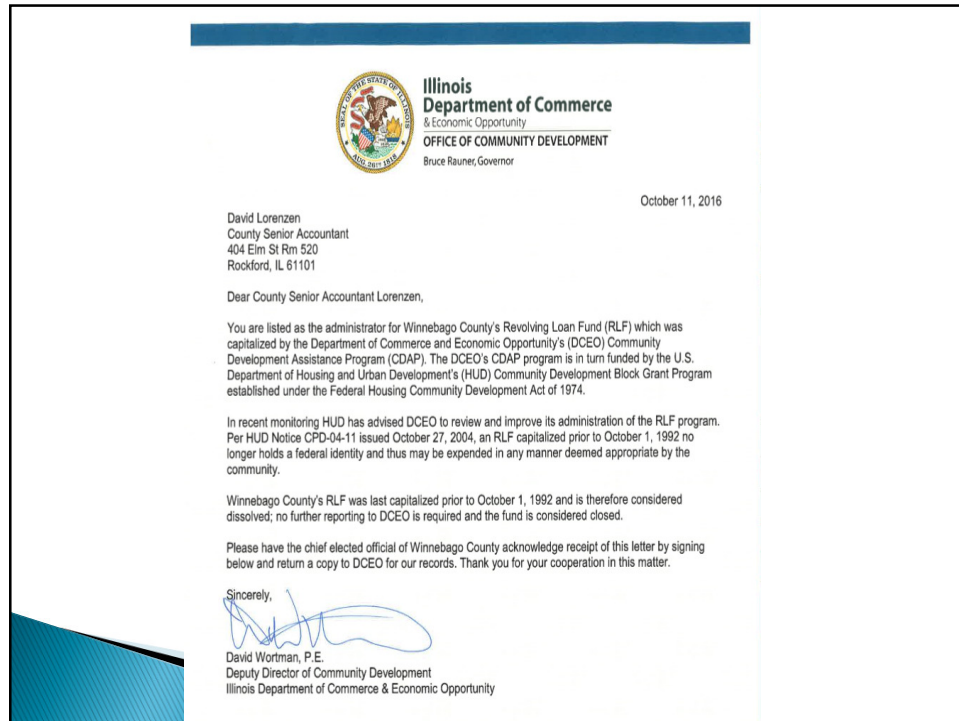
► Early 1990's (prior to 1992)



- There is **NO** County money used in the Revolving Loan Fund Program
 - Program is self-sustaining

7 Year Fund Performance

| | 9/30/2012 | 9/30/2013 | 9/30/2014 | 9/30/2015 | 9/30/2016 | 9/30/2017 | 9/30/2018 |
|-------------------------------|--------------|--------------|--------------|----------------------------------|--------------|--------------|---|
| Cash | \$ 183,847 | \$ 175,544 | \$ 360,838 | \$ 453,863 | \$ 445,136 | \$ 304,600 | \$ 113,597 |
| Loan Balances | \$ 1,066,860 | \$ 1,107,444 | \$ 949,926 | \$ 878,455 | \$ 911,994 | \$ 1,070,300 | \$ 1,206,176 |
| Beginning Fund Balance | | \$ 1,250,707 | \$ 1,282,988 | \$ 1,310,764 | \$ 1,332,318 | \$ 1,357,130 | \$ 1,372,608 |
| Investment Income | \$ 43,834 | \$ 32,281 | \$ 27,776 | \$ 21,605 | \$ 25,813 | \$ 32,512 | \$ 35,846 |
| Grants Made | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ (200,000) |
| Management Fees | \$ - | \$ - | \$ - | \$ - | \$ (1,001) | \$ (17,034) | \$ (15,981) |
| Ending Fund Balance | \$ 1,250,707 | \$ 1,282,988 | \$ 1,310,764 | \$ 1,332,318 | \$ 1,357,130 | \$ 1,372,608 | \$ 1,192,473 |
| | | | | *RLDC began managing the Program | | | * \$200,000 Grant for Public Infrastructure to the City of South Beloit |



RLDC's Success with Winnebago County's Program

- ▶ Since September 28, 2015 through today
 - Processed 12 loans
 - 3 more in the works
 - Loans Totaling \$530,500 of community investment
 - Creation of 74 Full-Time Equivalent jobs estimated
 - Average loan...
 - Amount is \$35,510
 - Length is just under 7 years

Thank you

Questions or
Comments?

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

SUBMITTED BY: ECONOMIC DEVELOPMENT COMMITTEE

2019 CR _____

**RESOLUTION DIRECTING THE COUNTY OF WINNEBAGO TO USE \$7,000 OF
HOST FEES TO BECOME A WALL MURAL SPONSOR OF
THE ROCKFORD AREA CONVENTION AND VISITORS BUREAU'S
STATE OF ILLINOIS' WALL MURAL GRANT PROJECT**

WHEREAS, the City of Rockford is the largest city located in Winnebago County; and

WHEREAS, the Rockford Area Convention and Visitors Bureau (RACVB) has received a grant from the State of Illinois for ninety one thousand eight hundred dollars (\$91,800) to create eight (8) out door wall murals in the City of Rockford in fifteen (15) days; and

WHEREAS, the grant received by the Rockford Area Convention and Visitors Bureau (RACVB) requires the creation of eight outdoor mural paintings, each of which is painted by a different well known artist, and sponsored in the amount of Seven Thousand Dollars (\$7,000) by different entities through personal investments, sponsorships, and donations; and

WHEREAS, the Rockford Area Convention and Visitors Bureau (RACVB) through this grant is attempting to grow the Rockford area economy, beautify Rockford, and draw visitors to the Rockford area; and

WHEREAS, the Rockford Area Convention and Visitors Bureau (RACVB) presented this grant opportunity to Economic Development Committee of the County of Winnebago and the Economic Development Committee recommends that the County of Winnebago use host fees to become a sponsor of one of the wall murals being created pursuant to the State of Illinois grant to the Rockford Area Convention of Visitors Bureau (RACVB); and

NOW, THEREFORE, BE IT RESOLVED, the County of Winnebago will pay seven thousand (\$7,000) from the County of Winnebago's host fee funds to the Rockford Area Convention of Visitors Bureau (RACVB) to sponsor a wall mural which is the subject of the State of Illinois \$91,800 grant to the Rockford Area Convention and Visitors Bureau (RACVB).

BE IT FURTHER RESOLVED, this resolution is effective on its adoption.

BE IT FURTHER RESOLVED, that a certified copy of this ordinance be transmitted to the Winnebago County Director of Regional Planning and Economic Development, County Administrator, and the County Auditor.

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

**CORPORATION FILE DETAIL REPORT**

| | | | |
|-------------------------------|--|--------------------------|----------------|
| File Number | 53594433 | | |
| Entity Name | ROCKFORD AREA CONVENTION & VISITORS BUREAU | | |
| Status | ACTIVE | | |
| Entity Type | CORPORATION | Type of Corp | NOT-FOR-PROFIT |
| Incorporation Date (Domestic) | 09/27/1984 | State | ILLINOIS |
| Agent Name | JOHN ALAN GROH | Agent Change Date | 07/30/2009 |
| Agent Street Address | 102 N MAIN ST | President Name & Address | |
| Agent City | ROCKFORD | Secretary Name & Address | |
| Agent Zip | 61101 | Duration Date | PERPETUAL |
| Annual Report Filing Date | 08/20/2018 | 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](#)[Change of Registered Agent and/or Registered Office Address](#)[BACK TO CYBERDRIVEILLINOIS.COM HOME PAGE](#)

FINANCIAL SUPPORT OPTIONS

Become a Wall Sponsor

\$7,000 (Lifespan of 10-15 years)

Become a wall sponsor and show your support of the arts and destination-defining murals in downtown Rockford.

BENEFITS

- Logo or name included on wall of the mural (mural lifespan 10 - 15 years)
- Recognition during the CRE8IV: transformational ART festival including the kick-off community event and Saturday night pARTy, open to the community
- Notable and engaging recognition through:
 - RACVB newsletter
 - RACVB website
 - RACVB social media
 - Mention on the artist's website or blog
- Logo or name included on the newly-created mural art tour map
- Tax deductible
- **BONUS:** Recognition on 5 Forest City Beautiful planters throughout downtown Rockford



Artists: Lisa & Libbie Frost



Artist: Corey Barksdale



Artist: Molly Z

Become an Event Sponsor

Presenting Event Sponsor \$5,000 or Supporting Sponsor \$3,000

BENEFITS

- Recognition in newsletters, social media, and RACVB website
- Tax deductible
- Recognition on 5 Forest City Beautiful planters throughout downtown Rockford
- Event recognition for current year
- Logo included on the new walking tour map for Rockford's Festival Tour
- Recognition during this community-focused festival

Individual Donations

To donate, all you have to do is mail a check to Rockford Area Convention & Visitors Bureau at 102 N. Main St., Rockford, IL 61101 or call 815.963.8111 to pay by phone.

BENEFITS

- Tax deductible
- Donations under \$3,000 will receive recognition on our website as a "Friend of the Murals"

Additional event sponsorship options available.



For details on these donation and sponsorship options, contact
Martesha Brown, RACVB Director of Advancement: **815.489.1655** or **mbrown@gorockford.com**

MATCH OUR GRANT CHALLENGE

The Rockford Area Convention & Visitors Bureau has received a grant from the State of Illinois for **\$91,800** to complete **8 murals in 15 days** in downtown Rockford. In order to receive the grant we are required to match these funds through personal investments, sponsorships, and donations.



Bringing mural art to the region presents a unique opportunity to engage visitors to the area and thus revenue for businesses, helps to create an identity for downtown Rockford, and has the ability to add to the transformational pride of this region. Murals will be completed by **internationally known and local artists**. Incorporated into the completion of the murals is a community festival highlighting the great work of the artists and embodying the culture of this city.

This impactful initiative cannot be done without your help. We challenge you to join us in collaboration by providing **financial support** for the 8 murals in 15 days. Support options are included on the reverse side of this page.

Current Walls



Wired Cafe alley



Mulberry & Church Streets



Symbols wall

Concept Art



Artist: Jenny Mathews



Artist: Brett Whitacre



Artist: Yulia Avgustovich

For details on these donation and sponsorship options, contact
Martesha Brown, RACVB Director of Advancement: **815.489.1655** or **mbrown@gorockford.com**



WEDNESDAY, MAY 15

S. Church Street and W. State Street (The Symbols)

11 a.m.

Festival Kick-Off presentation and release of color powder canons.

11:30 a.m. - 2 p.m.

Community lunch with local food trucks, live DJ, and mural painting by Yulia Avgustinovich.

THURSDAY, MAY 16

324 E. State Street (lot next to Bath & Body Fusion)

4 - 7 p.m.

Family Fest Night including live "bubble" DJ, Once Upon a Dream princess characters, dancing, face painting, cotton candy, food trucks, and beverages sold at the CRE8IV Airstream. Meet the Artist with Corey Barksdale. Rockford Art Museum activity on E. State Street (between Madison and 1st Streets).

FRIDAY, MAY 17

508 E. State Street (Lucette Holistic Salon & Boutique)

4 - 8 p.m.

The pARTy continues with mural painting, cotton candy, beverages sold at the CRE8IV Airstream, henna tattoos and hair braids by Lucette Salon.

4 - 6 p.m.

Meet the Artists with Chris Silva and Molly Z.

6 - 8 p.m.

Rockford singer/songwriter Kelly Steward performs with Greg Whitson

Mural Festival

May 15 - 19 | Downtown Rockford, IL

CRE8IV is a community-building, arts-infused event presented by the Rockford Area Convention & Visitors Bureau. Over the course of the festival, eight lead artists will work with teams of artists to create **eight large-scale murals** in Rockford's central city. Each day, the festival includes a **FREE Block pARTy** at one of the mural locations—open for all to attend.

SATURDAY, MAY 18

Lower Jefferson Street & Water Street

10 a.m. - 2 p.m.

Downtown trolley art tour. Hop on and off at Riverfront Museum Park (Rockford Art Museum) and mural locations.

10 a.m. - 5 p.m.

Discounted tickets to Rockford Art Museum, enjoy special CRE8IV activities.

10 a.m. - 7 p.m.

Sinnissippi Audubon Society activities at the MakerSpace mural site.

6 - 10 p.m.

The pARTy continues with live music, tattoo demonstrations, magician, live painting, food vendors, fire pits and magical performances by Living World Entertainment performers. Meet the Artists with Lisa and Libbie Frost.

SUNDAY, MAY 19

414 E. State Street (Wired Café Alley)

10 a.m. - 2 p.m.

Downtown trolley art tour. Hop on and off at Riverfront Museum Park (Rockford Art Museum) and mural locations. There will also be a fun run starting at Runner's Image any time from 12:30 - 1:30 p.m.

10 a.m. - 2 p.m.

Active painting of alley mural by artist Jenny Mathews with food and a live DJ.

10 a.m. - 2 p.m.

Sinnissippi Audubon Society activities at the MakerSpace mural site.

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Sponsors



Mural Artists & Locations



Brett Whitacre

Rockford MakerSpace
(203 N. Church Street)

1

Lisa & Libbie Frost

Lower Jefferson Street Bridge
(299 N. Madison Street)

3

Corey Barksdale

Lot across from Capri
(visible from 324 E. State Street)

5

Chris Silva

Rockford Orthopedic Appliance
(422 E. State Street)

6

7

8

Yulia Avgustinovich

Symbols Clothing
(316 W. State Street)

2

Jenny Roesel Ustick & Atalie Gagnet

Alley across from Rockford City Market
(211 E. State Street)

4

Jenny Mathews

Wired Café Alley
(416 E. State Street)

Molly Z

Lucette Holistic Salon & Boutique
(508 E. State Street)

GoRockford.com



1



2



3

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Sponsors

Rockford Area Convention & Visitors Bureau

4

CRE8IV Transformational Arts Festival FUNDING PARTNERSHIPS

- \$90,800 Matching Grant State of Illinois Department of Commerce, Office of Tourism
- Community Foundation of Northern IL
- Donors, sponsors, & Grants.
- Remaining need approx. \$19,000



5

YULIA AVGUSTOVICH



ABOUT THE ARTIST

Yulia was born and grew up in Basmorkh, a small town in Belarus. At the age of 16, Yulia went to Minsk and studied art in college receiving a degree in classic painting and teaching art. She started her career as a muralist in 2002 and completed her first outdoor mural in 2008 in St. Petersburg, Russia. Yulia states, "After accomplishing my first public art projects and wall murals, the feeling of fulfillment and the amazing feedback I received from the public confirmed that I was on the right path."

Mural Concept



COREY BARKSDALE



ABOUT THE ARTIST

Artist Corey Barksdale's projects have touched the hearts of all those that have come across them. Every piece of his artwork connects with the body, mind and soul. Corey's resume includes a current project for the Smithsonian National Museum of African American History and Culture in Washington DC, and numerous projects for television. Corey states, "My vision as an Atlanta artist is to connect more on a more personal level with my fans and audiences with the best of creative art works."

Mural Inspiration



6

Thank you!
Questions?



Rockford Area Convention & Visitors Bureau

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

SUBMITTED BY: ECONOMIC DEVELOPMENT COMMITTEE

2019 CR

RESOLUTION DIRECTING THE COUNTY OF WINNEBAGO TO USE TWENTY FIVE THOUSAND (\$25,000) IN HOST FEES TO FUND A DIRECTOR FOR THE GREAT NEIGHBORHOODS PROGRAM OF THE ROCKFORD REGION

WHEREAS, the Rockford area and Winnebago County have a number of blighted neighborhoods which it would like to see strengthened and revitalized; and

WHEREAS, empowered neighborhoods lead to successful community revitalization and there are often no neighborhood organizations or there are neighborhood groups who have lost important components of their organization and are finding it difficult to revitalize a neighborhood; and

WHEREAS, Great Neighborhoods of the Rockford Region ("Great Neighborhoods") would like to assist neighborhoods in the Rockford region in revitalizing neighborhoods by assisting in developing a strategic plan, engaging with community partners, working with government leaders to assist in achieving the goal of strong neighborhoods, and collaborating with community resources to strengthen neighborhoods; and

WHEREAS, in order for Great Neighborhoods to provide all of the assistance necessary to achieve the goal of revitalizing neighborhood in the Rockford region it needs to retain a director who can coordinate with the various neighborhood groups, governments, community organizations, and assist in developing a strategic plan which will assist the neighborhoods in actualizing their goals; and

WHEREAS, in order to hire a director of Great Neighborhoods, Great Neighborhoods needs twenty five thousand dollars (\$25,000) paid to Transform Rockford, a not for profit Illinois corporation, which will act as agent for Great Neighborhoods regarding the receipt of these funds and payment for Great Neighborhoods director; and

NOW, THEREFORE, BE IT RESOLVED, the County of Winnebago will pay twenty five thousand dollars (\$25,000) from the County of Winnebago's host fee funds to Transform Rockford, a not for profit Illinois corporation, which is acting as agent for Great Neighborhoods of the Rockford Region in funding the hiring of Great Neighborhoods' director;.

BE IT FURTHER RESOLVED, this resolution is effective on its adoption.

BE IT FURTHER RESOLVED, that a certified copy of this ordinance be transmitted to the Winnebago County Director of Regional Planning and Economic Development, the County Administrator, and the County Auditor.

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:

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

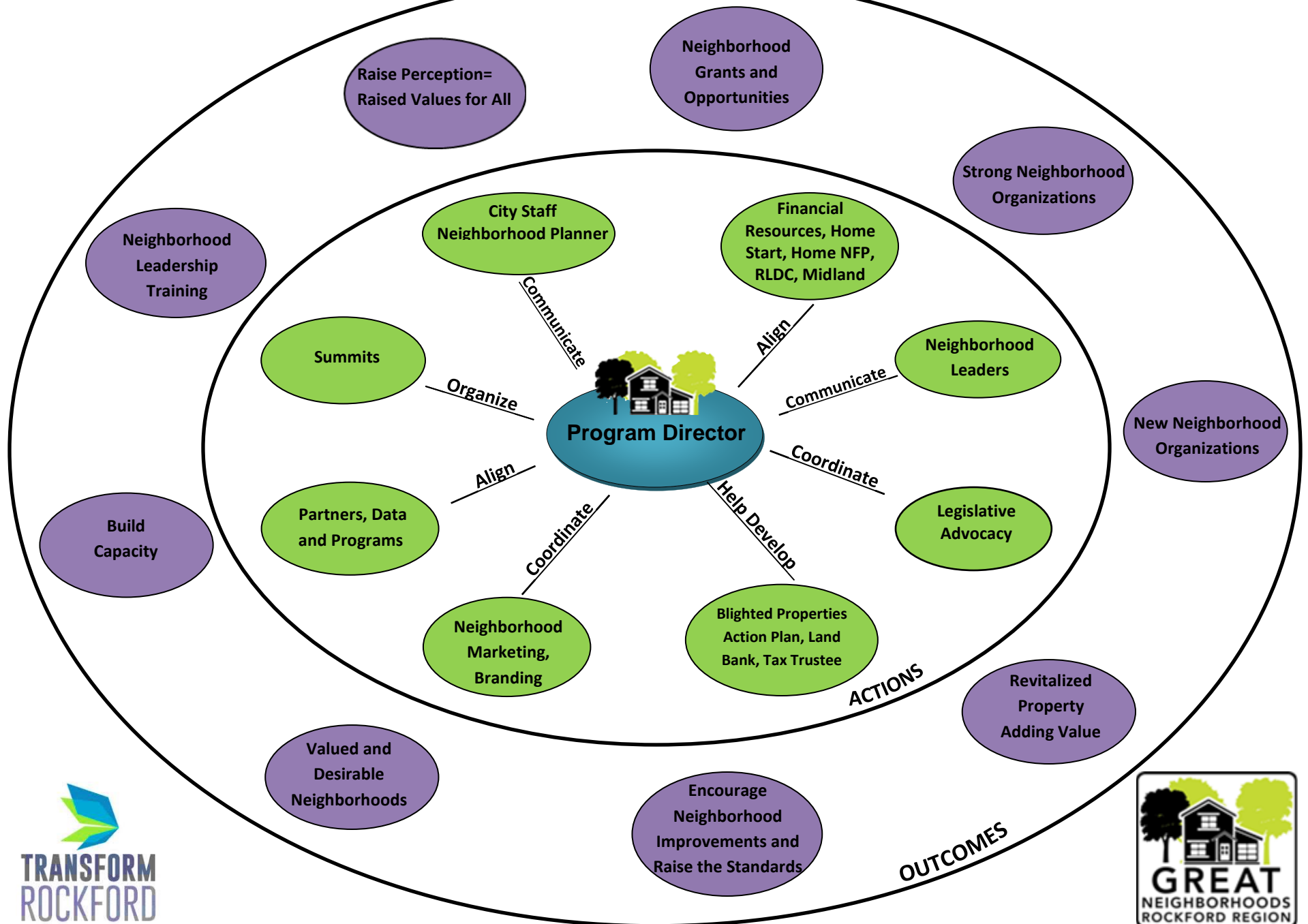
FRANK HANEY
CHAIRMAN OF THE COUNTY BOARD
OF THE COUNTY OF WINNEBAGO, ILLINOIS

**CORPORATION FILE DETAIL REPORT**

| | | | |
|-------------------------------|---|--------------------------|----------------|
| File Number | 69105033 | | |
| Entity Name | TRANSFORM ROCKFORD | | |
| Status | ACTIVE | | |
| Entity Type | CORPORATION | Type of Corp | NOT-FOR-PROFIT |
| Incorporation Date (Domestic) | 07/23/2013 | State | ILLINOIS |
| Agent Name | SA LAW AGENTS INC | Agent Change Date | 07/29/2014 |
| Agent Street Address | 150 N MICHIGAN AVE STE 3300 | President Name & Address | |
| Agent City | CHICAGO | Secretary Name & Address | |
| Agent Zip | 60601 | Duration Date | PERPETUAL |
| Annual Report Filing Date | 00/00/0000 | For Year | 2019 |
| Old Corp Name | 12/13/2013 - ROCK RIVER REGIONAL TRANSFORMATION | | |

[Return to the Search Screen](#)[Purchase Certificate of Good Standing](#)**(One Certificate per Transaction)****OTHER SERVICES**[File Annual Report](#)[Adopting Assumed Name](#)[Change of Registered Agent and/or Registered Office Address](#)[BACK TO CYBERDRIVEILLINOIS.COM HOME PAGE](#)

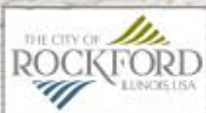
Great Neighborhoods Program Director Leadership Responsibilities





Great Neighborhoods

Aligning People & Places for a Quality of Life Experience



We Believe...

Empowered neighborhoods are integral to the success of community revitalization initiatives.



A Case for Change

We Believe...



- The lack of an overarching neighborhood strategy with clear objectives and goals has contributed to the underachievement and undervaluing of neighborhoods.
- In working with all community partners to encourage residential choices that promote economic strength and interconnected neighborhoods.



"The foundation of our community
is our neighborhoods."
-Mayor Tom McNamara, City of Rockford

The City of Rockford has adopted **Guiding Principles** of a Safe and Vibrant Neighborhood including
"Rockford values all its citizens, their knowledge and talents."

Goals:

A platform for neighborhood revitalization that develops:



- A strategic plan with a vision that will have a collective impact and maximize opportunity;
- A values-driven leadership team that can leverage talent, energy, and resources to generate meaningful outcomes;
- A community of residents that are:
 - Committed
 - Informed
 - Equipped
 - Connected
 - Empowered

Objectives:

Shared values that can make a difference



- Promote community pride and a greater awareness of our community assets
- Communicate a unique, distinct identity for every neighborhood
- Attract and retain residents in our neighborhoods
- Encourage civic engagement
- Accelerate increased housing values
- Increase equalized assessed value
- Market the quality home inventory that we possess in our community
- Be an advocate for the return of blighted homes to tax rolls
- Identify and deploy social capital
- Provide support to our housing coalitions:
 - ZION Development
 - Jeremiah Development
 - Fordam Forward
 - Habitat for Humanity
 - HomeStart
 - United Way

Our neighborhoods

The map shows the city of Rockford, Illinois, with various neighborhoods color-coded. The map includes labels for major roads like I-90, I-55, and I-290, and landmarks like Rockford Country Club and Rock Valley College. Four inset images are placed on the map:

- 1. A group of five people standing in front of a building.
- 2. A man and a woman standing in front of a house.
- 3. A large, multi-story brick house.
- 4. A small building with a red roof near a body of water.



The four elements of every neighborhood:



Social Networks



Residents



Built Environment



Natural Environment



Social Networks

Knitting the social fabric together by supporting the NETWORK of people & organizations including:



- Neighborhood organizations/associations

- Recognize/promote neighborhood assets
- Neighborhood events

- Faith organizations

- Neighborhood anchors: We interact with

- Schools
- Hospitals
- Nonprofits
- Museums
- Community Centers
- Ethnic & Cultural Organizations
- Government
- Financial Institutions

- Promote quality of life values



Residents

Utilizing our assets to develop and invest in our neighbors



- Gifts, skills, talents
- Stabilizing effect of long-term residents
- Entrepreneurial gifts
- Collective history of residents
- Knowledgeable & engaged citizens
- Neighborhood stories (personal and collective)





Built Environment

Enhancing experience through creating livable, viable, attractive places



- Recognizing nodes of activity that create community
- Advocating for a safe, balanced transportation network that emphasizes walking, bicycling, and transit
- Interaction of residents with our residential, commercial neighborhoods
- Architecture/landmarks
- Businesses, shops, markets
- Institutions that support & contribute to our quality of life:
 - Cultural
 - Educational
 - Health
- The arts community



Natural Environment

Recognizing the spaces that are recreationally and ecologically valuable



- Parks
- Playgrounds
- Terrain
- Green space
- Trees
- Creeks
- Rivers
- Pathways
- Gardens
- Community Gardens
- City of Gardens

- The Rockford Park District implements a 5 year strategic plan that prioritizes neighborhood playgrounds and parks as its #1 goal
- The City of Rockford invests in pathways and bikeways along the Rock River
- Our forest preserves provide quality spaces and services
- The Natural Land Institute is a national leader in conservation and preservation of natural areas in our region

The four elements of every neighborhood:



Social Networks



Residents



**Built
Environment**



**Natural
Environment**

Why These Elements are Important...

Social Networks

Changing a culture, Shaping a vision, Transforming





Transform Rockford: Alignment of Goals

What our Community Said about These Key Focus Areas

- Family & Neighborhoods:** Strong and engaged individuals and families are the foundation of our neighborhoods. Our neighborhoods are being interconnected and are getting the resources to be more effective advocates and leaders.
- Unity, Pride & Culture:** We celebrate the diversity of our neighborhoods and take pride in what our neighborhood organizations have accomplished.
- Planning:** Recognizing our community assets, neighborhood needs and developing a strategic plan to achieve objectives and goals.

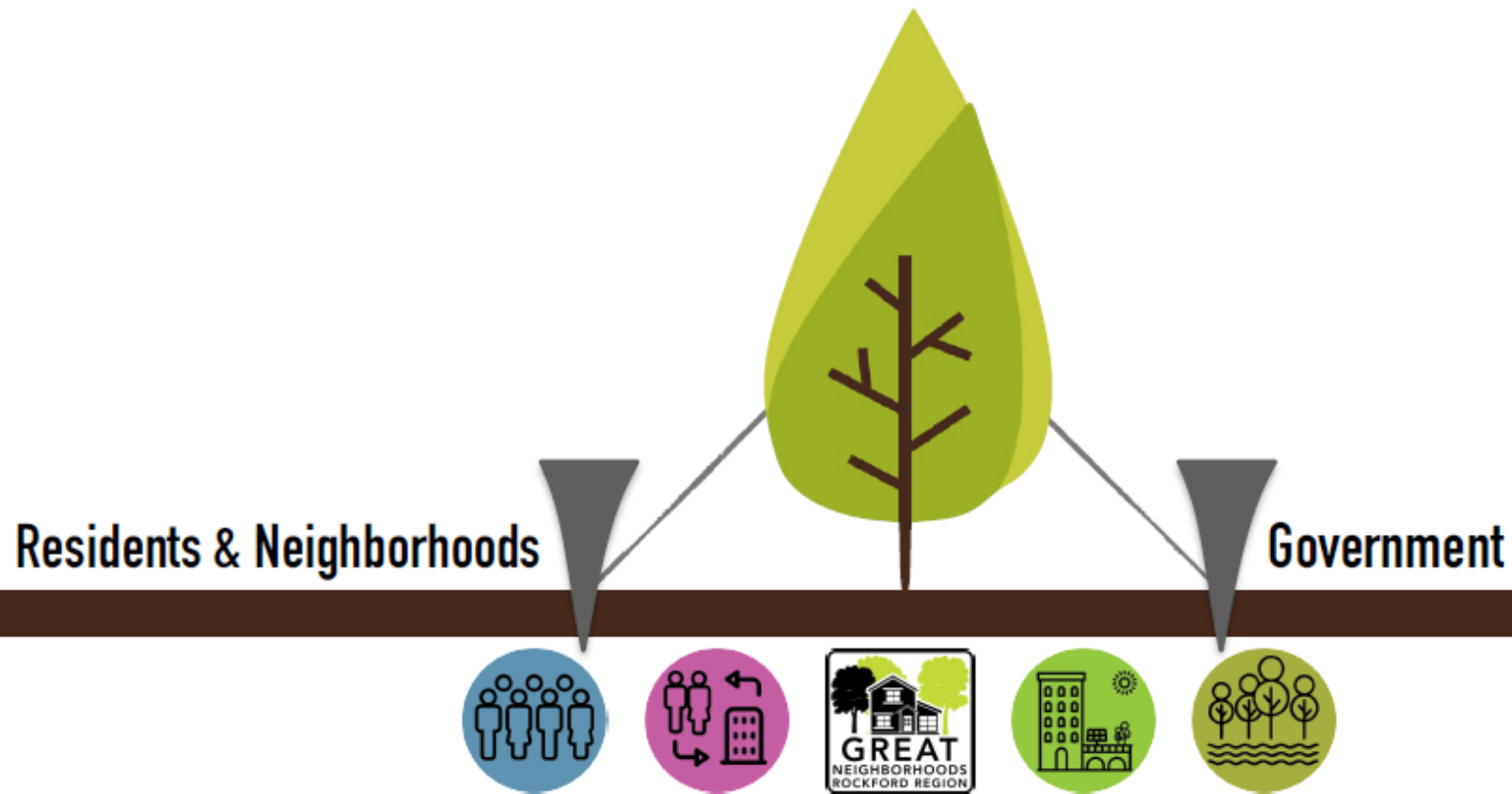


Transform Rockford: Alignment of Goals

What our Community Said about These Key Focus Areas

- Economy:** Vibrant neighborhoods are key to attracting and retaining a talented workforce. The quality of our neighborhoods play an instrumental role in supporting our world-class industries.
- Communication:** Sharing our neighborhood pride with the entire community, telling our stories that inspire and sharing our history & values.
- Living the Brand:** Promoting our neighborhood amenities, and attributes and shared values celebrating the people that created our special place.

Our Vision with Partners



Strategy in Using our Capital

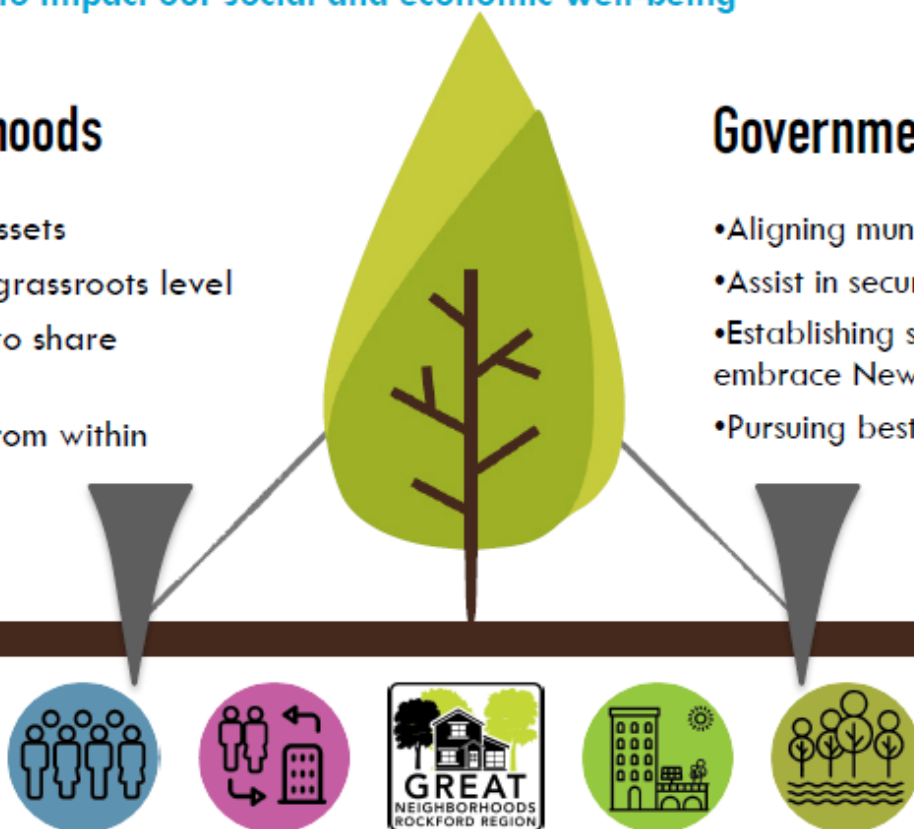
Using our Shared Values to impact our social and economic well-being

Residents & Neighborhoods

- Identifying neighborhood assets
- Engaging neighbors at the grassroots level
- Connecting neighborhoods to share information and resources
- Promoting neighborhoods from within

Government

- Aligning municipal plans, priorities, and goals
- Assist in securing resources
- Establishing standardized policies that embrace New Urbanism
- Pursuing best practices



Connecting and building our assets, leadership, and resources to improve our quality of life
Faith • Business • Institutions • Nonprofits

Our First Steps

Community engagement informed by best practices around the country



- What makes your neighborhood strong, special, unique, and a source of pride?
- Why do you choose to live here?
- Do you love your neighborhood? If so, why?
- What does it mean to own and influence your neighborhood? What are those opportunities?



Our First Steps

Utilizing asset mapping to understand our neighborhood assets



- What neighborhood partners could be engaged to make your neighborhood better?
- Understanding the assets to develop a strategic plan and vision
- Linking human capital to our assets and place

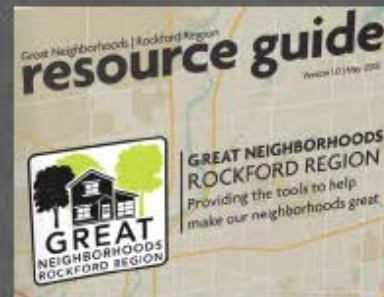


Accomplishments to Date

Crafting the narrative of our neighborhoods



- Leveraging assets
- Telling the neighborhood story
- Aligning resources, organizations
- Neighborhood pride stories
- Video testimonies
- Aerial drone video
- Capturing Local Lore: The Love of our Neighborhoods



Accomplishments to Date

An intentional grassroots effort to connect neighborhoods with surrounding assets



- Asset mapping of 15 neighborhoods
- Neighborhood communication
- Conducting 3 Neighborhood Leadership Summits
- Developed Resource Guide for neighborhoods
- Created asset mapping video
- Developed website, blogs, use of social media
- Strategic planning



Leadership

Intentionally collaborating and partnering as a team



- Great Neighborhoods:
 - Produce a strategic plan with measurable outcomes
 - Facilitate open, transparent communication between stakeholders
 - Foster intra-neighborhood cohesion
 - Develop a branding and marketing strategy
- Engaging our Community partners
 - To provide dynamic leadership
 - Providing knowledge and expertise that benefits all
- Develop innovative approaches for funding and executing initiatives between partners
- Government
 - Enrich comprehensive plans with neighborhood-specific strategies
 - Collaborate with neighborhood leaders
 - Collective impact is always the goal
- Neighborhood Elements
 - Improving neighborhood assets
 - Connecting and benefitting our social and human capital.

Goals

- A strategic plan with a vision that will have a collective impact and maximize opportunity;
- A values-driven leadership team that can leverage talent, energy, and resources to generate meaningful outcomes;
- A community of residents that are:
 - Passionate
 - Informed
 - Equipped
 - Connected
 - Empowered

Objectives

- Promote community pride and a greater awareness of our community assets
- Communicate a unique, distinct identity for every neighborhood;
- Attract and retain residents in our neighborhoods
- Encourage civic engagement
- Accelerate increased housing values
- Increase equalized assessed value
- Market the quality home inventory that we possess in our community
- Return blighted homes to tax rolls
- Identify and deploy social capital

Expected Outcomes

Key Indicators



Primary

- Decrease vacant buildings
- Increase EAV of neighborhood properties
- Increase people living in the Rockford Region
- Increase neighborhood access to resources
- Increase our community collaborations that engage residents in planning

Secondary

- Increase community ranking compared to past
- Increase residents who help share our regions success stories
- Increase residents who love the Rockford Region
- Increase organizations participating in community driven initiatives

Next Steps



- Developing and executing the strategic plan with neighborhoods and partners
- Establishing performance metrics to ascertain progress towards outcomes.
- Aligning leaders
- Advocating for municipal plan alignment
- Assisting neighborhoods in planning & organizational needs
- Sharing responsibility with public/private partnerships
- This effort requires a 24/7 focused approach,

Partners

Who Support and Contribute Leadership to The Team



- Transform Rockford
- City of Rockford
- Rockford Park District
- City of Loves Park
- Faith communities
- ZION Development
- Jeremiah Development
- Housing Coalitions
 - ZION Development
 - Home Start
 - Habitat for Humanity
 - Jeremiah Development
 - Fordam Forward
- Educational Institutions
- Alignment Rockford
- United Way
- Rockford Housing Authority
- Rockford Area Association of Realtors
- Region 1 Planning Council (R1PC)
- Rockford Area Economic Development Corporation (RAEDC)
- Rockford Local Development Corporation (RLDC)
- Rockford Area Convention and Visitors Bureau (RACVB)
- Foundations
 - Community Foundation of Northern Illinois (CFNIL)
 - Swedish-American
 - Woodward
- Private Sector
- I Bike Rockford
- Sustain Rockford



Great Neighborhoods

Aligning People & Places for a Quality of Life Experience



OPERATIONS & ADMINISTRATIVE COMMITTEE



Executive Summary

Date: May 16, 2019
To: Operations and Administrative Committee
Finance Committee
Prepared by: Purchasing Department

Subject: Project Manager Services RFQ #18Q-2164
County Code: Winnebago County Purchasing Ordinance

Background:

In late 2018, the Purchasing Department solicited a Request for Qualifications for Project Manager Services. Services are to manage the demolition of the County's Public Safety Building (PSB), the temporary relocation of the Coroner's morgue and autopsy facility and whatever options the Board approves for the site and new courthouse entrance. The rationale behind this solicitation, was that the cost to maintain the building is no longer feasible and tearing it down or repurposing it would ultimately result in savings to the County.

2019 RFQ Process:

The Request for Qualifications was issued on November 27, 2018 and the responses were due on December 27, 2018. There were a total of seven proposals responses received. The RFQ Evaluation Committee met over a period of three months and selected the top three proposals for the second phase of the evaluation process.

The top three proposers were required to attend the PSB mandatory tour conducted by Shawn Franks. This was done so the proposers had a better understanding of the complexity of the PSB demo project. The formal interviews/presentations with the Evaluation Committee were held on April 3rd. After formal presentations, the Evaluation Committee selected PRAIRIE FORGE GROUP as the most overall comprehensive Proposer of the seven firms that submitted responses to the RFQ. For scoring details, see **Proposal Tab - Executive Summary Exhibit A**.

Recommendation:

Evaluation Committee's recommendation is Prairie Forge Group.

Staff Follow-Up:

Purchasing Department will route for signatures the Prairie Forge Group agreement for signatures. Fully Executed Vendor Agreement will be filed with executed Resolution in the Clerk's Office.



WINNEBAGO COUNTY

— ILLINOIS —

EXECUTIVE SUMMARY EXHIBIT A

PROPOSAL TAB (with scoring)

PROJECT MANAGER SERVICES RFQ 18Q-2164

RFQ Due Date: 12/27/2018

| PROPOSER/VENDOR | Scoring Phase 1 (Out of 10) | Scoring Phase 2 (Out of 10) | Total Score (Out of 20) |
|--|-----------------------------------|-----------------------------------|----------------------------|
| B.W. SPRAGUE CONSULTING SERVICE, INC 102 W Targa Ct. Tampa, FL 33606 | 4.33 | N/A | 4.33 |
| CONCORD GROUP 1000 N. Water St., Suite 1550 Milwaukee, WI 53202 | 6.38 | N/A | 6.38 |
| DEIGAN & ASSOCIATES, LLC 28835 N. Herky Drive, Unit 120 Lake Bluff, IL 60044 | 6.81 | 5.27 | 11.45 |
| PACIFIC CONSTRUCTION SERVICES 5511 N. Cumberland Ave., Suite 608 Chicago, IL 60656 | 3.29 | N/A | 3.29 |
| PRAIRIE FORGE GROUP 300 Cardinal Drive, Suite 160 St. Charles, IL 60175 | 6.90 | 8.47 | 15.37 |
| PROJECT MANAGEMENT ADVISORS, INC 120 South Riverside Plaza, Suite 1975 Chicago, IL 60606 | 6.76 | N/A | 6.76 |
| STV CONSTRUCTION, INC 200 W. Monroe St. Suite 1650 Chicago, IL 60606 | 7.29 | 7.20 | 14.48 |

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

Sponsored by: Keith McDonald
Jaime Salgado
Submitted by: Operations & Administrative Committee
Finance Committee

2019 CR

RESOLUTION AWARDING PROJECT MANAGER SERVICES

WHEREAS, the Code of Ordinances for the County of Winnebago, Illinois, provides as in Chapter 2, Article VI, Division 3, Section 2-357, that 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 or as provided by state statute and,

WHEREAS, competitive Request for Qualification responses were received by the Purchasing Department on December 27, 2018 for the following;

PROJECT MANAGER SERVICES RFQ # 18Q-2164

WHEREAS, the Operations & Administrative Committee, along with, the Finance Committee of the County Board for the County of Winnebago, Illinois has reviewed the proposal responses received for the aforementioned service and recommends awarding the contract as follows:

PRAIRIE FORGE GROUP
300 CARDINAL DRIVE, SUITE 160
ST. CHARLES, IL 60175

NOW, THEREFORE, BE IT RESOLVED, the County Board of the County of Winnebago, Illinois that the County Board Chairman is authorized to execute an agreement with PRAIRIE FORGE GROUP, 300 CARDINAL DRIVE, ST CHARLES, ILLINOIS 61075, in substantially the same form as that attached hereto as Resolution Exhibit A.

BE IT FURTHER RESOLVED, 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 Facilities Engineer, County Administrator, Director of Purchasing, Board Office, Finance Director and County Auditor.

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 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

Respectfully Submitted,
FINANCE COMMITTEE

AGREE

DISAGREE

JAIME SALGADO, CHAIRMAN

JAIME SALGADO, CHAIRMAN

DAVE BOOMER

DAVE BOOMER

DAVE FIDUCCIA

DAVE FIDUCCIA

BURT GERL

BURT GERL

JOE HOFFMAN

JOE HOFFMAN

KEITH MCDONALD

KEITH MCDONALD

STEVE SCHULTZ

STEVE SCHULTZ

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

DRAFT

RESOLUTION EXHIBIT A

AIA[®] Document C103[™] – 2015

Standard Form of Agreement Between Owner and Consultant without a Predefined Scope of Consultant's Services

AGREEMENT made as of the «TBD» day of May in the year 2019.
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address, and other information)

The County of Winnebago
404 Elm Street
Rockford, IL 61101

and the Consultant:
(Name, legal status, address, and other information)

Williams Development, Ltd., d/b/a Prairie Forge Group
300 Cardinal Drive, Suite 160
St. Charles, IL 60175

Consultant's discipline:

Project Management Services

for the following Project:
(Name, location and detailed description. Time limits for bringing claims in Section 6.1.1 are tied to completion of the "Project." The "Project" may be limited to the scope of services to be provided by the Consultant, or the Consultant may be providing services for a "Project" involving design and construction of one or more structures. Care should be taken in describing or defining the Project.)

2019-005 Winnebago County Public Safety Building (PSB)
420 West State Street, Rockford, IL 61101
Project Management Services - Demolition of the PSB

The PSB is forty-three (43) years old, is approximately 182,797 square feet (SF), and has four (4) levels. It is largely vacant except for several important functions:

- The Winnebago County Coroner morgue and autopsy facility resides in the basement of the PSB.
- It is a hub ("Link") that connects via an underground tunnel system all the surrounding County buildings.
- It provides secure vehicle parking as well as records storage.

The County is considering a complete or partial demolition of the aboveground portion of the PSB, maintaining the interconnecting system between the buildings and adding/renovating/reconfiguring current and new entries to the Winnebago County

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An Additions and Deletions Report that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This document does not contain a description of the Consultant's scope of Services. This document is intended to be used in conjunction with AIA of Services.

ELECTRONIC COPYING of any portion of this AIA[®] Document to another electronic file is prohibited and constitutes a violation of copyright laws as set forth in the footer of this document.

Courthouse at the first-floor level. If feasible, the county morgue and autopsy facility could potentially remain in the basement rather than permanently relocating it.

Any significant demolition of the PSB will require vacating the underground portion of the building during that activity. Coordinating this temporary relocation between the affected departments will be an important part of this project. In addition, the demolition of the building will require the retention in some form, of the existing stair, elevator, mechanical and utility access points to the underground areas. Grade level waterproofing and drainage will also be of primary concern for this project, to allow the continued function of the underground areas.

The Project Management Services will oversee the complete project and act on the County's behalf. The goals include the following:

- To keep the site secure and operational during the demolition phase, the Project Manager will need to plan and schedule the design, engineering, and construction activities.
- Vehicle and pedestrian access for the adjacent Courthouses and Morgue operations will need to remain open during all project activities.
- Careful planning and phasing to minimize any hidden or discovered conditions, thereby keeping costs from increasing and thus keeping the project within the Owner's budget.
- The lower-level parking garage—the hub ("Link") must be secure.
- The front entrance for public to access County services must be secure at all times.
- Interruptions to any utility and security system must be thought through before demolition starts.

The Owner and Consultant agree as follows.

TABLE OF ARTICLES

| | |
|----|-------------------------------|
| 1 | INITIAL INFORMATION |
| 2 | CONSULTANT'S RESPONSIBILITIES |
| 3 | ADDITIONAL SERVICES |
| 4 | OWNER'S RESPONSIBILITIES |
| 5 | COPYRIGHTS AND LICENSES |
| 6 | CLAIMS AND DISPUTES |
| 7 | TERMINATION OR SUSPENSION |
| 8 | COMPENSATION |
| 9 | MISCELLANEOUS PROVISIONS |
| 10 | SPECIAL TERMS AND CONDITIONS |
| 11 | SCOPE OF THE AGREEMENT |

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Article 1:

(State below Initial Information, such as details of the Project's site and program; identity of the Architect, Owner's contractors and other consultants, and Consultants' subconsultants; anticipated procurement method; and other information relevant to the Consultant's Services.)

Letter of Agreement dated April 11, 2019, and the RFQ 18Q-2164 for Project Management Services

§ 1.2 Unless otherwise specifically defined in this Agreement, terms in this Agreement shall have the same meaning as those in AIA Document A201™–2007, General Conditions of the Contract for Construction.

§ 1.3 The Owner's anticipated design and construction schedule: Per the attached Milestone Schedule and Timeline, dated May 3, 2019

.1 Design phase milestones, if any:

Per the Letter of Agreement dated April 11, 2019

.2 Date for commencement of construction:

To be determined.

.3 Substantial Completion date:

To be determined.

.4 Other milestone dates:

Pre-planning phase services to be conducted in four (4) months.

§ 1.4 The Owner and Consultant may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Consultant shall appropriately adjust the schedule, the Consultant's services, and the Consultant's compensation.

ARTICLE 2 CONSULTANT'S RESPONSIBILITIES

§ 2.1 The Consultant shall provide the following professional services:

(Describe the scope of the Consultant's services or identify an exhibit or scope of services document setting forth the Consultant's services and incorporated into this document in Section 11.2.)

Per the Letter of Agreement dated April 11, 2019

§ 2.2 The Consultant shall perform its services consistent with the professional skill and care ordinarily provided by professionals in the same discipline practicing in the same or similar locality under the same or similar circumstances. The Consultant shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Consultant identifies the following representative who is authorized to act on behalf of the Consultant with respect to the Project.

(List name, address, and other information.)

Thomas M. Tristano, AIA, Project Director
David V. Stermetz, Vice President, Project Manager
Williams Development, Ltd., d/b/a Prairie Forge Group
300 Cardinal Drive, Suite 160
St. Charles, IL 60175

§ 2.4 If required in the jurisdiction where the Project is located, the Consultant shall be licensed to perform the services described in this Agreement, or shall cause such services to be performed by appropriately licensed professionals.

§ 2.5 The Consultant shall coordinate its services with those services provided by the Owner and the Owner's other consultants. The Consultant may communicate with the Owner's other consultants for the purposes of performing its services on the Project. The Consultant shall keep the Owner reasonably informed of any such communications. The Consultant shall be entitled to rely on the accuracy and completeness of services and information furnished by the

Owner and the Owner's other consultants. The Consultant shall provide prompt written notice to the Owner if the Consultant becomes aware of any error, omission, or inconsistency in such services or information.

§ 2.6 The Consultant shall keep the Owner reasonably informed of the progress of the Consultant's services.

§ 2.7 **Insurance.** The Consultant shall maintain the following insurance for the duration of this Agreement.

§ 2.7.1 Commercial General Liability with policy limits of not less than One Million Dollars (\$1,000,000) for each occurrence and One Million Dollars (\$1,000,000) in the aggregate for bodily injury and property damage.

§ 2.7.2 Automobile Liability covering vehicles owned by the Consultant and non-owned vehicles used by the Consultant with policy limits of not less than One Million Dollars (\$ 1,000,000) per claim and One Million Dollars (\$ 1,000,000) in the aggregate for bodily injury and property damage along with any other statutorily required automobile coverage.

§ 2.7.3 The Consultant may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess liability insurance, provided such primary and excess insurance policies result in the same or greater coverage as those required under Sections 2.7.1 and 2.7.2.

§ 2.7.4 Workers' Compensation at statutory limits and Employers' Liability with a policy limit of not less than Five Hundred Thousand Dollars (\$ \$5,000,000).

§ 2.7.5 Professional Liability covering the negligent acts, errors and omissions in the performance of professional services with policy limits of not less than One Million Dollars (\$ \$1,000,000) per claim and One Million Dollars (\$ \$1,000,000) in the aggregate.

§ 2.7.6 The Owner shall be an additional insured on the Consultant's primary and excess insurance policies for Commercial General Liability and Automobile Liability. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies. The additional insured coverage shall apply to both ongoing operations and completed operations.

§ 2.7.7 The Consultant shall provide to the Owner certificates of insurance evidencing compliance with the requirements in this Section 2.7. The certificates will show the Owner as an additional insured on the Commercial General Liability, Automobile Liability, and any excess policies.

§ 2.8 **Time.** The Consultant shall provide its services within the time limits established in the Consultant's Schedule, or within the Deliverable(s) Time Limit(s) set forth below. The Consultant shall immediately inform the Owner of any circumstances which may cause a delay.
(Check one or both selections below.)

[] Consultant's Schedule: As soon as practicable after the date of this Agreement, the Consultant shall submit, for the Owner's approval, a schedule for the performance of the Consultant's Services. If relevant to the Consultant's Services, the schedule initially shall include anticipated dates for design phase milestones, commencement of construction, and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Consultant or Owner.

[X] Deliverable(s) Time Limit: The Consultant shall provide the following deliverable(s) within the time limit(s) per the attached Schedule dated May 3, 2019. Unless otherwise indicated in the attached Schedule, time shall be calculated based on calendar days from the date of this Agreement.

| Deliverable(s) <i>(Describe the deliverable(s))</i> | Time Limits <i>(Insert number of calendar days and, where appropriate, if time is to be measured from a separate written authorization from the Owner)</i> |
|---|--|
| | |
| | |
| | |
| | |
| | |

ARTICLE 3 ADDITIONAL SERVICES

§ 3.1 Additional Services may be provided after execution of this Agreement without invalidating the Agreement.

§ 3.2 The Consultant shall promptly notify the Owner upon recognizing the need to perform Additional Services. The Consultant, however, shall not proceed to provide such services until the Consultant receives the Owner's written authorization. Except for services due to the fault of the Consultant, any Additional Services provided in accordance with this Section 3.2 shall entitle the Consultant to compensation pursuant to Section 8.2.

ARTICLE 4 OWNER'S RESPONSIBILITIES

§ 4.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project. Within 15 days after receipt of a written request from the Consultant, the Owner shall furnish the requested information as necessary and relevant for the Consultant to evaluate, give notice of, or enforce lien rights.

§ 4.2 The Owner identifies the following representative who is authorized to act on the Owner's behalf with respect to the Project.

(List name, address, and other information.)

« TBD »

§ 4.3 The Owner shall render decisions and approve the Consultant's submittals, if any, in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Consultant's services.

§ 4.4 The Owner shall coordinate the services of its other consultants with those services provided by the Consultant. The Owner shall provide the Consultant with a list of other consultants on the Project whose services relate to the Consultant's services. The Owner shall also, upon written request, furnish the Consultant with copies of the scope of services in contracts between the Owner and such other consultants. The Owner shall require that its other consultants maintain professional liability insurance as appropriate to the services provided.

§ 4.5 The Owner shall furnish the services of consultants other than those designated in this Agreement, or authorize the Consultant to furnish them as an Additional Service, when the Consultant requests such services and demonstrates that they are reasonably required for the Consultant to be able to perform its services.

§ 4.6 The Owner shall provide prompt written notice to the Consultant if the Owner becomes aware of any fault or defect in the Project, including errors, omissions, or inconsistencies in the Consultant's Services.

ARTICLE 5 COPYRIGHTS AND LICENSES

§ 5.1 Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Consultant and the Consultant's subconsultants under their

respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials in digital or physical form.

§ 5.2 The Consultant and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project. If the Owner and Consultant intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions or comply with protocols established for the Project, if any.

§ 5.3 The Consultant and the Consultant's subconsultants shall be deemed the authors and owners of their respective Instruments of Service and shall retain all common law, statutory, and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Consultant's subconsultants.

§ 5.4 Upon execution of this Agreement, the Consultant grants to the Owner a nonexclusive license to use the Consultant's Instruments of Service solely and exclusively for purposes of designing, constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations, including prompt payment of all sums when due, under this Agreement. The Consultant shall obtain similar nonexclusive licenses from its subconsultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Owner's consultants and contractors to reproduce applicable portions of the Instruments of Service solely and exclusively for the purposes of designing, constructing, using, maintaining, altering and adding to the Project. If the Consultant rightfully terminates this Agreement for cause as provided in Section 7.4, the license granted in this Section 5.4 shall terminate.

§ 5.4.1 In the event the Owner uses the Instruments of Service without retaining the author of the Instruments of Service, the Owner releases the Consultant and the Consultant's subconsultants from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Consultant and its subconsultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 5.4.1. The terms of this Section 5.4.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 7.4.

§ 5.5 Except for the licenses granted in this Article 5, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge, or otherwise transfer any license granted herein to another party without the prior written agreement of the Consultant. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Consultant and the Consultant's subconsultants.

ARTICLE 6 CLAIMS AND DISPUTES

§ 6.1 General

§ 6.1.1 The Owner and Consultant shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement in accordance with the requirements of the method of binding dispute resolution selected in this Agreement within the period specified by applicable law, but in any case not more than 10 years after the date the Project is sufficiently complete so that the Owner can utilize it for its intended use. The Owner and Consultant waive all claims and causes of action not commenced in accordance with this Section 6.1.1.

§ 6.1.2 To the extent damages are covered by property insurance, the Owner and Consultant waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance. The Owner or the Consultant, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 6.1.3 The Consultant and Owner waive consequential damages for claims, disputes, or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 7.7.

§ 6.2.4 If the parties do not resolve a dispute, the method of binding dispute resolution shall be the following:
(Check the appropriate box. If the Owner and Consultant do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.)

☐ Arbitration pursuant to Section 6.3 of this Agreement

☒ Litigation in the Circuit Court for the 17th Judicial Circuit Winnebago County or the U.S. District Court for the Northern District of Illinois, Western Division

☐ Other: (Specify)

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 If the Owner fails to make payments to the Consultant in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Consultant's option, cause for suspension of performance of services under this Agreement. If the Consultant elects to suspend services, the Consultant shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Consultant shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Consultant shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Consultant's services. The Consultant's fees for the remaining services and the time schedules shall be equitably adjusted.??? What does this mean?

§ 7.2 If the Owner suspends the Project or the Consultant's services, the Consultant shall be compensated for services performed prior to notice of such suspension.

§ 7.3 If the Owner suspends the Project or the Consultant's services for more than 90 cumulative days for reasons other than the fault of the Consultant, the Consultant may terminate this Agreement by giving not less than seven days' written notice.

§ 7.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 7.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Consultant for the Owner's convenience and without cause.

§ 7.6 In the event of termination not the fault of the Consultant, the Consultant shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses as defined in Section 7.7.

§ 7.7 Termination Expenses are in addition to compensation for the Consultant's services and include expenses directly attributable to termination for which the Consultant is not otherwise compensated.

§ 7.8 The Owner's rights to use the Consultant's Instruments of Service in the event of a termination of this Agreement are set forth in Article 5 and Section 8.7.

ARTICLE 8 COMPENSATION

§ 8.1 The Owner shall compensate the Consultant for services described in Article 2 as follows:
(Insert amount of, or basis for, compensation)

Letter of Agreement dated April 11, 2019.

§ 8.2 The Owner shall compensate the Consultant for Additional Services that may arise during the course of the Project as follows:
(Insert amount of, or basis for, compensation.)

Per the hourly rates in the Letter of Agreement dated April 11, 2019.

§ 8.3 The hourly billing rates for services of the Consultant and the Consultant's subconsultants, if any, are set forth below. The rates shall be adjusted in accordance with the Consultant's and Consultant's subconsultants' normal review practices.

(If applicable, attach an exhibit of hourly billing rates or insert them below.)

Per the 2019 Standard Hourly Rates in the Letter of Agreement dated April 11, 2019.

| Employee or Category | Rate |
|----------------------|------|
|----------------------|------|

§ 8.4 Unless otherwise agreed, payments for services shall be pursuant to the Local Government Prompt Payment Act.

§ 8.5 The Owner shall not withhold amounts from the Consultant's compensation to impose a penalty or liquidated damages on the Consultant, or to offset sums requested by or paid to contractors for the cost of changes in the Work unless the Consultant agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 8.6 Reimbursable Expenses—this could really add up.

§ 8.6.1 Reimbursable Expenses are in addition to compensation for the Consultant's professional services and include expenses incurred by the Consultant directly related to the Project, as follows:

- .1 Local transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets;
- .3 Fees paid for securing approval of authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, standard form documents;
- .5 Postage, handling and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Consultant's subconsultants expense of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits if the Owner requests such insurance in excess of that normally carried by the Consultant's subconsultants;
- .9 Other similar Project-related expenditures, if authorized in advance by the Owner.

§ 8.6.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Consultant plus an administrative fee of fifteen percent (15%) of the expenses incurred. Expenses plus 15%? No way. TOM call me

Actual cost of added coverage.

§ 8.6.4 Records of Reimbursable Expenses and services performed on the basis of hourly rates shall be provided to the Owner at mutually convenient times.

§ 8.7 Compensation for Use of Consultant's Instruments of Service

If the Owner terminates the Consultant for its convenience under Section 7.5, or the Consultant terminates this Agreement under Section 7.3, the Owner shall pay a licensing fee as compensation for the Owner's continued use of the Consultant's Instruments of Service solely for purposes of completing, using and maintaining the Project as follows:

ARTICLE 9 MISCELLANEOUS PROVISIONS

§ 9.1 This Agreement shall be governed by the law of the place where the Project is located, except that if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 6.3.

§ 9.2 The Owner and Consultant, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Consultant shall assign this Agreement without the

written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement.

§ 9.3 If the Owner requests the Consultant to execute certificates, the proposed language of such certificates shall be submitted to the Consultant for review at least 14 days prior to the requested dates of execution. If the Owner requests the Consultant to execute consents reasonably required to facilitate assignment to a lender, the Consultant shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Consultant for review at least 14 days prior to execution. The Consultant shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 9.4 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Consultant.

§ 9.5 Unless otherwise required in this Agreement, the Consultant shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 9.6 Confidential Information is information containing confidential or business proprietary information that is clearly marked as "confidential." If the Owner or Consultant transmits Confidential Information, the transmission of such Confidential Information constitutes a warranty to the party receiving such Confidential Information that the transmitting party is authorized to transmit the Confidential Information. If a party receives Confidential Information, the receiving party shall keep the Confidential Information strictly confidential and shall not disclose it to any other person or entity except as set forth in Section 9.6.1.

§ 9.6.1 A party receiving Confidential Information may disclose the Confidential Information as required by law or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity. A party receiving Confidential Information may also disclose the Confidential Information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants, and contractors are subject to the restrictions on the disclosure and use of Confidential Information as set forth in this Agreement.

ARTICLE 10 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

Not applicable

ARTICLE 11 SCOPE OF THE AGREEMENT

§ 11.1 This Agreement represents the entire and integrated agreement between the Owner and the Consultant and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Consultant. In the event of a conflict between the terms and conditions of this C103™–2015, Standard Form Agreement between Owner and Consultant and an attached exhibit, the terms and conditions of the C103–2015, Standard Form Agreement between Owner and Consultant shall take precedence.

§ 11.2 This Agreement is comprised of the following documents listed below:

- .1 AIA Document C103™–2015, Standard Form of Agreement Between Owner and Consultant.
- .2 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, if completed, or the following:
- .3 Scope of Services Exhibit(s) listed in section 2.1
- .4 Other documents:
(List other documents hereby incorporated into the Agreement.)

Letter of Agreement dated April 11, 2019.

Milestone Schedule and Timeline, dated May 3, 2019

This Agreement entered into as of the day and year first written above.

OWNER *(Signature)*

«Frank Haney, Chairman
County of Winnebago Board

(Printed name and title)

CONSULTANT *(Signature)*

Thomas M. Tristano, AIA, President

(Printed name and title)

Sponsored by: Keith McDonald, Chairman

COUNTY BOARD MEETING
May 23, 2019

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
INTERGOVERNMENTAL AGREEMENT FOR INFORMATION
TECHNOLOGY SUPPORT SERVICES BETWEEN COUNTY OF
WINNEBAGO AND REGION 1 PLANNING COUNCIL**

WHEREAS, Winnebago County, through its Department of Information Technology, offers to provide information technology services to governmental units in the County of Winnebago; and

WHEREAS, the Region 1 Planning Council (RIPC) desires to utilize the aforementioned services offered by Winnebago County; and

WHEREAS, the parties are authorized by the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*, to enter into a cooperative agreement for the provision of such services by Winnebago County, and the parties desire to enter into such an agreement.

NOW THEREFORE BE IT AND IT IS HEREBY RESOLVED, by the County Board of the County of Winnebago, Illinois, that the Winnebago County Board Chairman is authorized to execute the Intergovernmental Agreement for Information Technology Support Services, in substantially the same form as the Agreement set forth in Exhibit A.

BE IT FURTHER RESOLVED that this Resolution shall be in full force and effect immediately 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 _____, 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

INTERGOVERNMENTAL AGREEMENT FOR
INFORMATION TECHNOLOGY SUPPORT SERVICES
BETWEEN
COUNTY OF WINNEBAGO AND REGION 1 PLANNING COUNCIL

THIS AGREEMENT is entered into this 1st day of July 1, 2019 by and between the County of Winnebago (the "County"), a body politic and corporate, and the Region 1 Planning Council ("R1PC").

WHEREAS, R1PC is a support service organization providing services to the residents of the County of Winnebago, Illinois; and

WHEREAS, in order to provide these services, R1PC requires assistance in meeting its information technology needs; and

WHEREAS, the County, through its Department of Information Technology, offers to provide information technology support and services to public agencies in the County of Winnebago; and

WHEREAS, R1PC desires to use the services of the County for its Information Technology needs; and

WHEREAS, R1PC and the County will both benefit by collaborating on the provision of information technology support and services.

NOW THEREFORE, in consideration of the covenants and mutual agreements contained herein, the parties agree as follows:

I. AUTHORITY

This Agreement is entered between the County and R1PC consistent with Illinois Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.) and the approval of the Winnebago County Board.

II. PURPOSE

The purpose of this Agreement is to set forth the parties' understanding with respect to the provision of Information Technology support and services to R1PC. Information Technology support and services shall be provided to R1PC by the County.

III. COUNTY RESPONSIBILITIES:

The County shall provide Information Technology support and services as requested by R1PC. These services may include: email (including archiving), web site hosting, file sharing, application hosting, data storage, and data backup process, data backup storage, internet service, public IPs, VoIP services and host based anti-virus protection. This list is subject to change. Additional services may be negotiated on an as needed basis. Any materials purchased by the

County, in support of R1PC, will be charged back to R1PC along with a 15% administrative overhead fee. As of July 1, 2019 the services provided to R1PC under this IGA are listed in Exhibit A.

IV. R1PC RESPONSIBILITIES:

Requests for services under this Agreement shall be made by R1PC's Executive Director or his or her designee.

V. COMPENSATION:

The County shall invoice R1PC each month on or about the 1st day of the month for services provided in the prior month under this Agreement, which amounts shall be due net thirty (30) days. Any invoices that remain unpaid after ninety (90) days shall be subject to a 1% late fee for each month in which the balance remains outstanding.

VI. TERM:

The term of this Agreement shall begin on July 1, 2019 and continue for a period of three (3) years. This Agreement may be extended for additional three (3) year term by written agreement of the parties for a maximum total of six (6) years. Either party may terminate this Agreement at any time and for any reason upon giving 180 days written notice of termination to the other party. Notice of the termination specifying the effective date of the termination must be given as set forth in Article VIII of this Agreement. Upon receipt of this termination notice, R1PC and the County shall discontinue all services upon the effective date of the termination notice. In the event of termination for convenience by R1PC or County, R1PC shall be liable only for payment for services rendered up to the effective date of the termination.

The County will review services and costs on an annual basis and will provide R1PC notice of any proposed changes, including cost increases, at least sixty (60) days prior to the effective date of the changes.

VII. CONTACT PERSONS

For purposes of administering this Agreement, the County representative is the Winnebago County Administrator or her or his designee, and the representative for R1PC is the Executive Director or his or her designee.

VIII. NOTICES

All notices, requests and communications which are required or may be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered personally or sent by nationally recognized overnight carrier or mailed by first class mail, postage prepaid, or certified mail, postage prepaid, return receipt requested.

Notices to the County shall be addressed to:

Winnebago County Administrator
Administrative Offices
404 Elm Street, Room 533
Rockford, Illinois 61101

Notices to R1PC shall be addressed to:

Executive Director
Region 1 Planning Council
313 N Main St
Rockford, Illinois 61101

IX. WAIVERS

It is understood and agreed that nothing contained herein is intended or should be construed as in any way affecting the status of R1PC and the County as separate, independent and distinct entities under Illinois or any other law. It is further understood and agreed that the entry into this Agreement by the County and R1PC shall not operate or be construed as a way of limiting any rights, claims or actions one may have against the other. In no event shall the County be liable in contract, tort, strict liability, warranty or otherwise for any damages under this Agreement, including special, incidental or consequential damages, such as, but not limited to, delay, disruption, loss of product, loss of anticipated revenue, loss of use of the equipment or system, non-operation or increased expense of operation of other equipment or systems, cost of capital or cost of purchase or replacement equipment, systems or power, even if it has been advised of the possibility of such damages. The County's liability for damages of any kind shall in no event exceed the amount actually paid by R1PC for the services provided under this Agreement.

X. COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original.

XI. ENTIRE AGREEMENT; AMENDMENTS; SEVERABILITY

This Agreement constitutes the entire Agreement between the parties and supersedes all prior communications and writings with respect to the content of this Agreement. This Agreement cannot be modified or amended except by mutual written agreement of the parties. If any term or provision of this Agreement is rendered invalid or unenforceable for any reason, or declared null and void by any court of competent jurisdiction, the remaining provisions of this Agreement shall remain in full force and effect except as otherwise provided herein.

XII. AUTHORITY

The County and R1PC each warrant to the other that they have the authority to enter into this Agreement and that the person or persons executing this Agreement on their behalf has been

duly authorized to act as the representative or officer of each respective party in affixing their signatures to the Agreement. The County and RIPC hereto agree to sign such documents, enact such ordinances or resolutions, or perform such further obligations as may be necessary to effectuate the purposes of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement this _____ day of _____, 2019.

ATTEST:

COUNTY CLERK

THE COUNTY OF WINNEBAGO, ILLINOIS

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

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

[SEAL]

Mike Dunn, Region 1 Planning Council

BY: _____
Executive Director

ATTEST:

BY:

Exhibit A

Region One Planning Council

| Service | Rate | Notes |
|---|------------------|-------------------------------------|
| Information Technology as a Service | \$5,338.66/month | ITaaS |
| | | |
| SERVICE DESCRIPTION | | |
| Internet Service | | Bandwidth / Cybersecurity |
| Email w / archiving | | 29 mailboxes |
| Data Backup | | Processing & Storage |
| SQL Storage Cluster | | WinGIS databases (29) |
| Windows Virtual Server – R1PC domain controller, file sharing, printer sharing. (4 CPUs, 8 GB RAM, 960 GB data storage) | | Business operations |
| Windows Virtual Server (2) – WinGIS Domain Controllers (4 CPUs, 8 GB RAM, 60 GB data storage) | | WinGIS business operations |
| Windows Virtual Server – WinGIS filer server. (4 CPUs, 8 GB RAM, 460 GB data storage) | | WinGIS business operations |
| Windows Virtual Server – WinGIS ArcGIS (12 CPUs, 32 GB RAM, 200 GB data storage) | | WinGIS business operations |
| Windows Virtual Server – WinGIS ArcGIS Portal (4 CPUs, 32 GB RAM, 200 GB data storage) | | WinGIS business operations |
| Windows Virtual Server – WinGIS External (4 CPUs, 16 GB RAM, 200 GB data storage) | | WinGIS business operations |
| Windows Virtual Server – WinGIS Intranet (4 CPUs, 8 GB RAM, 110 GB storage) | | WinGIS business operations |
| Backup Storage (15 TB) | | Data backup |
| WinCo DoIT Labor | | Approximately 25 hours per month |

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 APPOINTING PERSONNEL TO NEGOTIATE
AN INTERGOVERNMENTAL AGREEMENT REGARDING
THE WINNEBAGO COUNTY PSAP CENTER ON
BEHALF OF THE COUNTY**

WHEREAS, the County Board of County of Winnebago, Illinois, wishes to designate County personnel to meet with municipal representatives to discuss and negotiate an Intergovernmental Agreement for the Winnebago County PSAP Center to provide 9-1-1 dispatch services that is acceptable to the County.

NOW, THEREFORE, BE IT RESOLVED, by the County Board of the County of Winnebago, Illinois, that County Board members Keith McDonald, Jaime Salgado and David Boomer, County Administrator Carla Paschal and a member of the Winnebago County State's Attorney's office are hereby designated as representatives of the County to discuss and negotiate with municipal representatives an Intergovernmental Agreement for the Winnebago County PSAP Center to provide 9-1-1 dispatch services that is acceptable to the County.

BE IT FURTHER RESOLVED, that the above-named representatives shall have no authority to bind the County in the discussion and negotiations with municipal representatives of an Intergovernmental Agreement for the Winnebago County PSAP Center to provide 9-1-1 dispatch services that is acceptable to the County and that any tentative agreement reached shall be presented for approval by a designated committee of the Winnebago County Board and by the Winnebago County Board..

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

Respectfully submitted,
**OPERATIONS & ADMINISTRATIVE
COMMITTEE**

AGREE

Keith McDonald, Chairman

Paul Arena

John Butitta

Jean Crosby

Joe Hoffman

Dorothy Redd

Jaime Salgado

DISAGREE

Keith McDonald, Chairman

Paul Arena

John Butitta

Jean Crosby

Joe Hoffman

Dorothy Redd

Jaime Salgado

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

PUBLIC WORKS COMMITTEE

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

Sponsored by: David Tassoni
Submitted by: Public Works

2019 CR

AWARDING BIDS FOR MOWING AND VEGETATION CONTROL

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, competitive bids were received on May 2, 2019 for Winnebago County for the following:

MOWING AND VEGETATION CONTROL

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

Mowing and Vegetation Control:

B.L. Wellwood Services Inc.: \$ 9,352 (2019 season)
1922 7th St \$ 9,352 (2020 season)
Rockford, IL 61104

Weed Control/Spraying:

B.L. Wellwood Services Inc.: \$ 11,516 (2019 season)
1922 7th St \$ 11,516 (2020 season)
Rockford, IL 61104

WHEREAS, the Public Works Committee has determined that the funding for the aforementioned purchase shall be as follows: 46400 - 43736

NOW, THEREFORE, BE IT RESOLVED, by the County Board of the County of Winnebago, Illinois that contracts be issued to:

B.L. Wellwood Services Inc. in the amount of \$9,352 for the 2019 season and \$9,352 for the 2020 season for Mowing and Vegetation Control; and to

B.L. Wellwood Services Inc. in the amount of \$11,516 for the 2019 season and \$11,516 for the 2020 season for Weed Control/Spraying.

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 bid tab 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

BID TAB
MOWING AND VEGETATION CONTROL 19B-2177
BID OPENING - MAY 2, 2019 @ 11:00 AM

| VENDOR | B.L. Wellwood Services Inc. | Forever Green, Inc. | CMM and Associates |
|---|--|--|---------------------------|
| A. Mowing and Vegetation Control Year 1 and Year 2 | \$9,352./Per Year \$18,704./Total for Both Years | N/A | \$22,876./Per Year |
| B. Weed Control/ Spraying Year 1 and Year 2 | \$11,516./Per Year \$23,032./Total for Both Years | \$5,395/Per Spray \$16,185/3 X's a Year | \$26,682./Per Year |

PUBLIC SAFETY COMMITTEE

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

Submitted by: Public Safety Committee

2019 CR_____

**RESOLUTION APPROVING AN INTERGOVERNMENTAL
AGREEMENT BETWEEN THE COUNTY OF WINNEBAGO AND
WIN-BUR-SEW FIRE PROTECTION DISTRICT**

WHEREAS, Article VII, Section 10 of the Constitution of the State of Illinois authorizes units of local government to contract and associate among themselves to obtain or share services and to exercise, combine, or transfer any power or function, in any manner not prohibited by law or ordinance; and

WHEREAS, the County and Win-Bur-Sew are units of local government as defined in the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*; and

WHEREAS, the Intergovernmental Cooperation Act, 5 ILCS 220/1, *et seq.*, provides that any power or powers, privileges, functions, or authority exercised or which may be exercised by a public agency of this State may be exercised, combined, transferred, and enjoyed jointly with any other public agency of this State; and

WHEREAS, Win-Bur-Sew is a duly formed Illinois fire protection district, pursuant to Fire Protection District Act, 70 ILCS 705/0.01 *et seq.*, located in Winnebago County, Illinois; and

WHEREAS, the purpose of this Intergovernmental Agreement is to establish the terms and conditions under which an Inter-Agency Tactical Emergency Medical Support Program is created and operated between the Winnebago County Sheriff's Office and the Win-Bur-Sew Fire Protection District to provide specialized pre-hospital emergency medical support to the Sheriff's Weapons and Tactics Team ("SWAT") during tactical operations.

NOW, THEREFORE BE IT RESOLVED, by the County Board of the County of Winnebago, Illinois that Frank Haney, the Winnebago County Board Chairman, is authorized and

directed to, on behalf of the County of Winnebago, enter into an intergovernmental agreement with the Win-Bur-Sew Fire Protection District, attached hereto as Exhibit A.

BE IT FURTHER RESOLVED that the intergovernmental agreement entered into by Frank Haney pursuant to the authority granted in this Resolution shall contain substantially the same terms as the intergovernmental agreement which is attached to this Resolution and marked as “Exhibit A”.

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

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

**Respectfully submitted,
PUBLIC SAFETY COMMITTEE**

AGREE

DISAGREE

Aaron Booker, Chairman

Aaron Booker, Chairman

Paul Arena

Paul Arena

John Butitta

John Butitta

Dan Fellars

Dan Fellars

Angie Goral

Angie Goral

Dorothy Redd

Dorothy Redd

Fred Wescott

Fred Wescott

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

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

ATTEST:

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

**INTERGOVERNMENTAL AGREEMENT
BETWEEN THE COUNTY OF WINNEBAGO, ILLINOIS AND
WIN-BUR-SEW FIRE PROTECTION DISTRICT**

This Intergovernmental Agreement ("Agreement") is entered into this ____ day of _____, 2019, by and between the County of Winnebago, Illinois ("County") on behalf of the Winnebago County Sheriff's Office ("Sheriff's Office") and the Win-Bur-Sew Fire Protection District ("Win-Bur-Sew"), an Illinois Fire Protection District.

WHEREAS, Article VII, Section 10 of the Constitution of the State of Illinois authorizes units of local government to contract and associate among themselves to obtain or share services and to exercise, combine, or transfer any power or function, in any manner not prohibited by law or ordinance; and

WHEREAS, the County and Win-Bur-Sew are units of local government as defined in the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*; and

WHEREAS, the Intergovernmental Cooperation Act, 5 ILCS 220/1, *et seq.*, provides that any power or powers, privileges, functions, or authority exercised or which may be exercised by a public agency of this State may be exercised, combined, transferred, and enjoyed jointly with any other public agency of this State; and

WHEREAS, Win-Bur-Sew is a duly formed Illinois fire protection district, pursuant to Fire Protection District Act, 70 ILCS 705/0.01 *et seq.*, located in Winnebago County, Illinois; and

WHEREAS, the purpose of this Agreement is to establish the terms and conditions under which an Inter-Agency Tactical Emergency Medical Support Program is created and operated between the Sheriff's Office and Win-Bur-Sew. The Sheriff's Emergency Medical Technician ("EMT") program will provide specialized pre-hospital emergency medical support to the Sheriff's Weapons and Tactics Team ("SWAT") during tactical operations. To that end, a team of Tactical Medics (Paramedics) will be developed to support and operate with S W A T, by providing medical care and rescue in support of S W A T operators and their mission; and

WHEREAS, the Sheriff's Office and Win-Bur-Sew intend to work under the



medical direction of doctors employed by Mercy Health Systems to enhance emergency medical service within Winnebago County by establishing this interagency partnership; and

WHEREAS, the Sheriff's Office and Win-Bur-Sew intend to create a Tactical Emergency Medical Support Program ("TEMS"); and

WHEREAS, The SWAT TEMS unit will provide for Tactical Medics to work and train with the Sheriff's SWAT Team; and

WHEREAS, The SWAT TEMS unit will provide SWAT Tactical Medics to respond with S W A T to all tactical operations as provided by this agreement; and

WHEREAS, the Sheriff's Office and Win-Bur-Sew will work cooperatively to assure sufficient resources and training are allocated to the establishment and maintenance of the program created by this agreement.

NOW, THEREFORE, in consideration of the above premises, and the mutual covenants, terms, and provisions contained herein, the County and Win-Bur-Sew agree to the following:

SECTION 1: Tactical Medic Organizational Structure and Chain of Command

1.0 A defined structure of organization within the Sheriff's SWAT team shall be established with respect to the SWAT TEMS Program. The chain of command in order of operational authority is as follows:

1. Sheriff or his designee;
2. Deputy Chief of Investigations;
3. Deputy Chief of Patrol;
4. SWAT commander;
5. SWAT Team Leader; and
6. SWAT Assistant Team Leader by Designation

1.1 The SWAT TEMS Chain of Command shall be defined as:

1. Tactical Medic Team Leader;
2. Assistant Tactical Team Leader

1.2 Each agency's respective chain of command shall be recognized and remain in effect for the duration of this Agreement. The chain of command of each agency shall exist independently of each other with the following understanding:

1. During tactical operations, the Tactical Medic Team Leader is under the direct command of the SWAT commander;
2. The SWAT commander has the ultimate authority regarding tactical decisions. This includes patient care mitigation that may further endanger team members or the mission;
3. The Tactical Medic will make and implement all medical decisions as the Attending Medical Practitioner unless these decisions are found to: jeopardize team safety, jeopardize mission accomplishment, or conflict with orders given by the SWAT commander or higher as listed above in Section 1.0.

SECTION II: RESOLUTION OF CONFLICTS

2.0 If the Sheriff's Office and Win-Bur-Sew's standard operating procedures, chain of command, or any other unforeseen circumstances come into conflict, the conflict will immediately be resolved in the following manner:

1. The SHERIFF will have sole and exclusive authority and jurisdiction of all tactical and law enforcement operations, public safety decisions, dissemination of public information and confidentiality;
2. The SWAT TEMS will have authority over medical diagnoses and medical care when there exists no conflict with tactical mission objectives, team safety, or team leader orders given during tactical operations;

3. Conflicts involving patient care will be resolved by TEMS Medical Director.

SECTION III: QUALIFICATIONS FOR PROGRAM PARTICIPATION

- 3.0 Tactical Medic Program candidates must meet the following minimum qualifications to be considered for acceptance or continued participation into the program:
 1. Must be an Illinois Licensed Paramedic in good standing for a minimum of one year;
 2. Must successfully complete and pass a physical fitness test;
 3. Must participate in and successfully complete a minimum of 24 hours of SWAT/EMT training annually;
 4. Attend any other training required by the SWAT commander, Fire Chief or Mercy Health System;
 5. Must meet Illinois statutory requirements for lawfully possessing a firearm;
 6. Must successfully pass background investigation by the Sheriff's Office;
 7. The candidate's work, behavior, attitude, clinical skills, and professionalism during regularly assigned duties must consistently achieve satisfactory ratings;
 8. Must obtain the consent of the Sheriff, Mercy Health System and Win-Bur-Sew leadership;
 9. Selection for participation in the Tactical Medic Program will be based on the following:
 - A. Candidates will submit letters of interest to the Sheriff and Win-Bur-Sew Fire Chief;
 - B. The Sheriff, SWAT commander and Fire Chief will interview and select candidates to be members of the SWAT TEMS unit;

C. Participation in the Tactical Medic Program will be based on the following:

1. Successful Completion of TacMed Essentials Basic and Advanced classes;
2. Participate and complete all in-service training sessions;
3. Successfully complete the 40 hour firearms course and bi-annual qualification;
4. Attend annual use of force training;
5. Complete Basic/CQB/Advanced SWAT operator class; and
6. Complete Armored Vehicle Tactics Operator course.

SECTION IV: CONFIDENTIALITY AND OPERATIONAL SECURITY POLICY

4.0 Members of the SWAT TEMS unit understand that they will be exposed to confidential information during program participation. They also understand that they shall adhere to keeping all operational details and patient medical information strictly confidential and shall not disclose this information to any third party. Sheriff personnel participating in SWAT shall also keep patient medical information confidential pursuant to the requirements of all applicable federal and state laws. Information covered under this policy will include, but is not limited to, the knowledge of:

1. SWAT personnel, equipment and tactics;
2. All SWAT operation logistical information; ERT Operations; and
3. The identities of SWAT members, undercover law enforcement personnel and confidential informant.

4.1 Unless otherwise directed by the SWAT Commander, Tactical Medics are strictly prohibited from disclosing any information about SWAT personnel, equipment and tactics, with any person or persons not authorized to receive such knowledge. Specifically, Tactical Medics are strictly prohibited from disclosing any information, visual images, and audio

images directly or indirectly related to SWAT operations on any social network platform or from recording any such information on any personal electronic device.

4.2 Unless otherwise directed by chain of command, Tactical Medics shall not communicate with any media representative

4.3 Any breach of the standards set forth in this agreement may result in discipline, suspension, or expulsion from the Tactical Medic Program. In addition, any violation of confidentiality may result in further discipline according to applicable laws.

SECTION V: RESPONSIBILITIES OF THE SHERIFF- The following specific services and duties will be the obligations of the Sheriff's Office:

5.0 The SWAT commander or designee shall provide dates of training via Email or phone for Tactical Medics to attend and fulfill the training requirements set forth in this agreement;

5.1 The Sheriff will loan SWAT/TEMS with portable STARCOM radios with access to SWAT talk groups during SWAT operations.

SECTION VI: RESPONSIBILITIES OF MEMBERS OF TEMS - The following specific services, duties, and responsibilities will be the obligation of SWAT/TEMS:

6.0. The SWAT/TEMS shall provide, through a resource hospital; medical direction, medical protocols, medical training, and quality assurance to the Tactical Medic Program;

6.1. SWAT/TEMS members along with Win-Bur-Sew or other participating departments shall provide all medical equipment necessary for the program establishment and continued functioning;

6.2. Win-Bur-Sew shall provide a minimum of 1 (one) Tactical Medic for every activation and a minimum of 2 (two) Tactical Medics for interior operations; and

6.3. Win-Bur-Sew shall provide and pay for all required tactical gear as deemed necessary for the team including, but not limited to, ballistic

vests, ballistic helmets or tools that meet the standards of the SWAT commander;

- 6.4. Win-Bur-Sew shall provide SWAT/EMTs with all emergency vehicles necessary to discharge their duties as SWAT/EMTs.

SECTION VII: PROGRAM OBJECTIVES AND OPERATIONS

- 7.0 Standard operating procedures shall be developed jointly for the program by the Sheriff's Office and SWAT/TEMS. These procedures shall be in accordance with the program's purpose and objectives as stated in this Agreement.
- 7.1 The following objectives of the Tactical Medic Program shall guide the development and evolution of program operations. These objectives are to:
 1. Enhance Emergency Response Team ("ERT") mission success;
 2. Reduce mortality and morbidity among ERT operators, law enforcement personnel, innocent victims, and perpetrators;
 3. Reduce "line of duty" injuries and disability costs;
 4. Reduce lost work time for specially trained officers/deputies who are hard to replace; and
 5. Maintain good team morale and welfare.

SECTION VIII: FUNCTIONS OF THE TACTICAL MEDIC - The Tactical Medic will perform specialized functions as part of the standard operational practices adopted for the program. These functions may include:

1. Acquiring and maintaining medical history, immunizations, and the current health status of each SWAT Team Member. Strict confidentiality of medical information will be maintained at all times;
2. Development of Self-Aid/Buddy-Aid programs for team;

3. Monitoring the medical effects of environmental/mission conditions on individual and team performance. Any significant findings will immediately be conveyed to the Team Leader;
4. Providing medical treatment to ill or injured team members during tactical operations. Medical care will also be provided to non-law enforcement personnel injured or ill during tactical operations;
5. Serving as the patient advocate for SWAT team members or other law enforcement officers /deputies who are treated by other medical providers. The Tactical Medic will establish good working relationships with other local emergency response agencies and definitive medical care facilities to assure the appropriate integration of the SWAT/TEMS program;
6. A Medical Threat Assessment (MTA) will be conducted for all tactical operations and training events as necessary
7. Preparing the training and implementation of mission specific casualty extraction techniques. This training will also include Immediate Action Drills. It will be the Tactical Medic's role to develop Operator Recovery pre-plans for all call-outs/operations;
8. The TEMS Leader or designee shall arrange for notification and/or staging of appropriate resources such as but not limited to: Medical Air Evac, stand-by ambulances, fire departments, any other resources needed for scene stabilization

SECTION IX: TACTICAL MEDIC RESPONSE INCIDENTS

- 9.0 Tactical Medics will respond to every SWAT call, training, and emergency unless otherwise stated by the SWAT Team Leader or any of the SWAT chain of command.

SECTION X: COMPENSATION, GRANTS AND FUNDING

- 10.0 Any and all employee wages and overtime wages occurred while participating in the Tactical Medic Program by employees of the Win-Bur-Sew Fire Department shall be compensated solely by the Win-Bur-Sew Fire Department. Any and all employee wages and overtime wages

occurred while participating in the Tactical Medic Program by employees of the Sheriff's Office shall be compensated solely by the Sheriff. The County and the Sheriff's Office shall not be responsible for workers' compensation claims of Win-Bur-Sew employees providing services pursuant to this Agreement. Win-Bur-Sew shall not be responsible for worker's compensation claims of Sheriff's employees providing services pursuant to this Agreement.

- 10.1 Both parties agree to engage, when feasible and desirable, to jointly seek grants to fund activities that are the subjects of this Agreement.

SECTION XI: EFFECTIVE DATE AND TERM

- 11.0 This Agreement will take effect as soon as it is signed by all authorized representatives from the County, Win-Bur-Sew and the Sheriff's Office. The County or Win-Bur-Sew may terminate this Agreement for any reason at any time upon forty-five (45) days written notice to the other Party.

SECTION XII. INDEMNIFICATION

- 12.0 Win-Bur-Sew agrees to defend itself in any actions or disputes brought against Win-Bur-Sew in connection with or as a result of this Agreement and to hold harmless and fully indemnify the County and the Sheriff's Office and/or the County's and Sheriff's elected and appointed officials, officers, deputies and employees from any and all losses, liabilities, damages, claims, expenses, actions or judgments, including reasonable attorney's fees, as a result of the negligent or willful or wanton acts of Win-Bur-Sew in connection with or as a result of this Agreement. The County agrees to fully indemnify and hold harmless Win-Bur-Sew and its elected and appointed officials, officers and employees from any and all losses, liabilities damages, claims, expenses, actions or judgments, including reasonable attorney's fees, as a result of the negligent or willful or wanton acts of the County and/or Sheriff in connection with or as a result of this Agreement.
- 12.1 Win-Bur-Sew shall maintain for the duration of this Agreement, and any extensions thereof, at its own expense, insurance that includes "Occurrence" basis wording and is issued by a company or companies qualified to do business in the State of Illinois, which generally require that the company

be assigned a Best's Rating of "A" or higher with a Best's financial size category of class XIV or higher, or by membership in a governmental self-insurance pool, in at least the following types and amounts:

- 12.2 Commercial General Liability in a broad form, to include but not limited to coverage for the following where exposure exists: bodily Injury and Property Damage, Premises/Operations, independent contractors, Products/Completed operations, Personal Injury and Contractual Liability; limits of liability not less than \$500,000 per occurrence and \$1,000,000 in the aggregate;
- 12.3 Business Auto Liability, to include but not limited to, bodily Injury and Property Damage, including owned vehicles, hired and non-owned vehicles and employee non-ownership; limits of liability shall not be less than \$1,000,000 per occurrence, combined single limit for bodily injury liability and property damage liability; and
- 12.4 In reference to the insurance coverage maintained by Win-Bur-Sew, such policies shall not be canceled, limited in scope, or non-renewed until after thirty (30) days written notice has been given to the County. Certificates of Insurance evidencing the above-required insurance shall be supplied to the County within ten (10) days of approval of this Agreement.

SECTION XIII. NO ASSIGNMENT

- 13. The County and Win-Bur-Sew shall not assign this Agreement without the prior written approval of the other party.

SECTION XIV. NO SUBCONTRACTORS

- 14. Neither the County nor Win-Bur-Sew shall enter into subcontracts for any services provided for in this Agreement.

SECTION XV. GOVERNING LAW

- 15. The County and Win-Bur Sew agree this Agreement has been executed and delivered in Illinois and that their relationship and any and all disputes, controversies or claims arising under this Agreement shall be governed by the laws of the State of Illinois, without regard to conflicts of laws principles. The County and Win-Bur Sew further agree that the exclusive venue for all such disputes shall be the Circuit Court of the 17th Judicial Circuit of Winnebago County, Illinois, and the County and Win-Bur-Sew hereby consent to the personal jurisdiction thereof.

SECTION XVI. SEVERABILITY

16. The provisions of this Agreement are severable. If any paragraph, section, subdivision, sentence, clause or phrase of this Agreement is for any reason held to be contrary to law, or contrary to any rule or regulation having force and effect of law, such decision shall not affect the remaining portions of this Agreement.

SECTION XVII. NO AGENCY

17. The County and Win-Bur Sew agree that nothing contained is intended or should be construed as in any manner creating or establishing a relationship of partners between the County, the Sheriff's Office and Win-Bur Sew, or constituting the County and/or the Sheriff's Office (including its officers, employees and agents) as agents, representatives, or employees of Win-Bur-Sew for any purpose, or in any manner, whatsoever. Similarly, nothing contained herein is intended or should be construed as in any manner creating or establishing a relationship of partners between the County and Win-Bur-Sew and/or the Sheriff's Office and Win-Bur-Sew, or constituting Win-Bur-Sew (including its officers, employees and agents) as agent, representatives of the County and/or Sheriff's Office, for any purpose, or in any manner, whatsoever.

SECTION XVIII. NOTICES

18. The County and Win-Bur-Sew agree to promptly notify each other in writing of:

- 18.1 Any decision to terminate this Agreement,
- 18.2 The receipt of notice of any claim or lawsuit involving the services provided under this Agreement, and
- 18.3 The receipt of any written or verbal requests for inspection and/or copying of any documents relating in any manner whatsoever to the services provided by the County, Sheriff's Office and Win-Bur-Sew under this Agreement
- 18.4 Except as otherwise provided herein, all notices required to be given under this Agreement shall be in writing and shall be hand-delivered or sent by certified mail, return receipt request, to the following addresses:

If to the County:

Winnebago County Administrator Carla Paschal
Winnebago County Administration Building
404 Elm Street

Rockford, Illinois 61101

If to the Sheriff:

Winnebago County Sheriff Gary Caruana
Winnebago County Justice Center
650 W. State Street
Rockford, Illinois 61102

If to the Win-Bur-Sew Fire Protection District:

Win-Bur-Sew Fire Protection District
Rob Martin, Fire Chief
110 E. Main Street
Winnebago, Illinois 61088

All notices or documents delivered or required to be delivered under the provisions of this Agreement shall be deemed received one (1) day after hand-delivery or three (3) days after sending by certified mail. Any of the Parties by written notice so provided may change the address to which future notices are sent.

SECTION XIX: BINDING EFFECT

19.0 The County and Win-Bur-Sew hereto represents to the other that it has undertaken all necessary actions to execute this Agreement and that it has the legal authority to enter into this Agreement, and to undertake all obligations imposed on it.

SECTION XX: COUNTERPART EXECUTION

20.0 This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

COUNTY OF WINNEBAGO, ILLINOIS
an Illinois body politic and corporate

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

Attest: _____

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

WINNEBAGO COUNTY SHERIFF'S OFFICE

Gary Caruana
Winnebago County Sheriff

Date

WIN-BUR-SEW FIRE PROTECTION DISTRICT

Rob Martin
Win-Bur-Sew Fire Chief
Date: _____

PERSONNEL & POLICIES COMMITTEE



Executive Summary

Date: May 16, 2019
To: Personnel and Policies Committee
Prepared by: Purchasing Department

Subject: Nursing Services Contract Renewal RFP #16P-2064
County Code: Winnebago County Purchasing Ordinance

Background:

The Purchasing Department went out with Request for Proposal #16P-2064 in 2016 for a temporary staffing of nursing services at River Bluff Nursing Home. The County Board awarded several nurse staffing vendor agreements based on the RFP. Since 2016, each temporary staffing service agreement has been renewed as necessary.

At this time, we are requesting agreement renewals for Super Nurs, LLC and Maxim Healthcare Services, Inc. Super Nurs, LLC is the main temporary staffing provider currently being used by RBNH for CNAs

Recommendation:

There is still a shortage of nursing staff at River Bluff Nursing Home and in the Rockford area in general. Unfortunately, the hourly rates need to be increased to find temporary nurses and CNA's to fulfill the RBNH shift shortages.

Therefore, the RBNH Director of Nursing, Star Maizonet, has reviewed the new proposed rates and recommends renewing each vendor agreement for an additional year.

Staff Follow-Up:

Purchasing Department will route for signatures the Super Nurs, LLC and Maxim Healthcare Services, Inc. vendor agreements. The two fully executed vendor agreements will be filed with the executed Resolution in the Clerk's Office.

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

Sponsored by: Dave Fiduccia
Submitted by: Personnel & Policies Committee

2019 CR

**RESOLUTION AUTHORIZING THE ADMINISTRATOR OF RIVER BLUFF NURSING HOME TO RENEW
AGREEMENTS FOR NURSING SERVICES**

WHEREAS, the Code of Ordinances for the County of Winnebago, Illinois, provides as in Article VI, Section 2-341, that all purchases for and contracts for supplies, materials, equipment, and contractual services, the value of which is estimated to exceed \$25,000, shall be based on competitive proposals 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, consistent with current staffing and operating environments in the nursing home industry in the Midwestern region of the United States as a whole, River Bluff Nursing Home has been experiencing increased difficulty in securing nursing staff (primarily Certified Nursing Assistants) to satisfy its needs; and,

WHEREAS, the Director of Nursing believes that the staffing needs at River Bluff Nursing Home would best be met by utilizing multiple agencies on an as-needed basis, based upon availability, quality of service, and price; and,

WHEREAS, competitive proposals were solicited and received for staffing of nurses and certified nursing assistants at River Bluff Nursing Home with Proposal #16-2064 and the County is now exercising its right to renew the contract agreements; and,

WHEREAS, the Personnel & Policies Committee of the County Board for the County of Winnebago, Illinois has reviewed the pricing received for the aforementioned item(s) and recommends renewing the agreements for nursing services with SuperNurs, LLC and Maxim Healthcare Services Inc.

NOW, THEREFORE, BE IT RESOLVED, the County Board of the County of Winnebago, Illinois that the County Board Chairman is authorized to execute a one-year renewal agreement with SuperNurs, LLC and Maxim Healthcare Services Inc., in substantially the same form as that attached hereto as RESOLUTION EXHIBIT A and RESOLUTION EXHIBIT B.

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, RBNH Director of Nursing, Finance Director, 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



FACILITY STAFFING AGREEMENT

This Facility Staffing Agreement (hereinafter "Agreement") is entered into this 26th day of April, 2019, by and between **The County of Winnebago d/b/a River Bluff Nursing Home** located at 4401 N Main St, Rockford, IL 61103, referred to in this Agreement as "FACILITY," and **Maxim Healthcare Services, Inc. d/b/a Maxim Staffing Solutions**, a Maryland Corporation including its affiliates and subsidiaries, with an office located at 973 Featherstone Rd, Suite 210, Rockford, IL 61107 referred to in this Agreement as "MAXIM."

RECITALS

WHEREAS, FACILITY operates an Long Term Care Facility located in Illinois and wishes to engage MAXIM to provide personnel to supplement FACILITY's staff.

WHEREAS, MAXIM operates a supplemental staffing agency and employs licensed health care personnel to provide healthcare services to FACILITY.

THEREFORE, in consideration of the above premises set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, and intending to be legally bound, FACILITY and MAXIM hereby agree to the following terms and conditions.

ARTICLE 1. TERM OF AGREEMENT

Section 1.1 Term. This Agreement will be in effect for one (1) year and will continue indefinitely until terminated pursuant to Section 1.2 of this Agreement.

Section 1.2 Termination. Either party may terminate this Agreement at any time, with or without cause, by providing at least thirty (30) days advance written notice of the termination date to the other party. Such termination will have no effect upon the rights and obligations resulting from any transactions occurring prior to the effective date of the termination.

ARTICLE 2. RESPONSIBILITIES OF MAXIM

Section 2.1 Services. Maxim will, upon request by FACILITY, provide one or more licensed healthcare providers (i.e. LPNs, LVNs, RNs, CNAs) or other non-clinical personnel ("Non-Clinical Personnel") as specified by FACILITY (collectively Personnel) for supplemental staffing services, subject to the availability of qualified Personnel. In the event FACILITY requires MAXIM to provide non-clinical Personnel with the Personnel Requirements as outlined in Section 2.2, FACILITY shall notify MAXIM in writing of its request to abide by such Personnel Requirements. Subject to the terms of Section 6.8 of this Agreement, to the extent that MAXIM is unable to provide the type of healthcare provider requested by FACILITY, MAXIM will provide FACILITY with a higher skilled healthcare provider. MAXIM must, however, bill that higher skilled provider at that provider's fair market value rate.

Section 2.2 Personnel. MAXIM will supply FACILITY with Personnel who meet the following criteria and will provide evidence of the following to FACILITY upon written request:

- 1) Possess current state license/registration and/or certification.

- 2) Possess CPR certification, as requested in writing by FACILITY to comply with applicable law.
- 3) Completed pre-employment physical as requested in writing by FACILITY to comply with applicable law.
- 4) Possess proof of pre-employment screening to include a TB skin test or chest X-ray, professional references, criminal background check(s) (and drug screenings as requested in writing).
- 5) Possess a preferred one (1) year of relevant professional experience and a preferred one (1) year of specialty experience.
- 6) Possess current skills competency to include, (i) written exam; (ii) skills checklist; and (iii) verified work history.
- 7) Completed MAXIM standard OSHA and HIPAA training.

Section 2.3 Insurance. MAXIM will maintain (at its sole expense), or require the individuals it provides under this Agreement to maintain, valid policies of insurance evidencing general and professional liability coverage of not less than \$1,000,000 per occurrence and \$3,000,000 in the aggregate, covering the sole negligent acts or omissions which may give rise to liability for services provided under this Agreement. MAXIM will provide a certificate of insurance evidencing such coverage upon request by FACILITY.

Section 2.4 Use of Independent Contractors and Subcontractors. Personnel provided to FACILITY are employees of MAXIM and are subject to MAXIM'S standard screening process, as well as additional qualifications as required in this Agreement. If MAXIM deems it necessary to obtain the services of a subcontractor to fulfill its requirements under this Agreement, MAXIM will notify FACILITY in writing of its intent to use subcontractors and will obtain written approval from FACILITY. MAXIM will ensure that any subcontractor will comply with all applicable terms of this Agreement. MAXIM will provide written notification to FACILITY if it becomes necessary for MAXIM to utilize independent contractors to fulfill its staffing obligations to FACILITY. Any Personnel provided to FACILITY by an independent contractor will be subject to the same qualifications as MAXIM employees.

Section 2.5 Employment and Taxes. MAXIM will follow its standard employment policies and procedures to verify that all Personnel meet applicable licensing requirements. MAXIM, or its subcontractor if applicable, will maintain direct responsibility as employer for the payment of wages and other compensation, and for any applicable mandatory withholdings and contributions such as federal, state, and local income taxes, social security taxes, worker's compensation, and unemployment insurance. FACILITY shall be responsible for any sales tax, gross receipts tax, excise tax or other state taxes applicable to the Services provided by MAXIM.

Section 2.6 Record Access. In instances where FACILITY is Medicare and/or Medicaid certified, MAXIM agrees that in accordance with Section 952 of the Omnibus Budget Reconciliation Act of 1980, its contracts, books, documents and records will be made available to the Comptroller General of the United States, the United States Department of Health and Human Services and their duly authorized representatives ("USDHHS") until the expiration of four (4) years after the date on which such services were furnished under this Agreement.

ARTICLE 3. RESPONSIBILITIES OF FACILITY

Section 3.1 Orientation. FACILITY will promptly provide MAXIM Personnel with an adequate and timely orientation to FACILITY. FACILITY shall review instructions regarding confidentiality (including patient and employee), and orient MAXIM Personnel to

the specific Exposure Control Plan of the FACILITY as it pertains to OSHA requirements for bloodborne pathogens, as well as any of the FACILITY'S specific policies and procedures provided to MAXIM for such purpose.

Section 3.2 Requests for Personnel. FACILITY will use its best efforts to request Personnel at least twenty-four (24) hours prior to reporting time in order to assure prompt arrival of assigned Personnel. All information regarding reporting time and assignment will be provided by FACILITY at the time of the initial call.

Section 3.3 Short-notice Requests. MAXIM will bill FACILITY for the entire shift if an order for staff is made less than four (4) hour(s) prior to the start of the shift, as long as the Personnel report for work within a reasonable prompt period of time under existing conditions after receiving notice of the assignment.

Section 3.4 Staff Order Cancellation. If FACILITY changes or cancels an order less than four (4) hours prior to the start of a shift, MAXIM will bill FACILITY for four (4) hours at the established fee for each scheduled Personnel. MAXIM will be responsible for contacting MAXIM Personnel prior to reporting time.

Section 3.5 Responsibility for Patient Care. FACILITY retains full authority and responsibility for professional and medical management of care for each of its patients and for ensuring that services provided by MAXIM Personnel under this agreement are furnished in a safe and effective manner and in accordance with applicable standards.

Section 3.6 Placement Fee. For a period of twelve (12) months following that date on which MAXIM Personnel last worked a shift at FACILITY, FACILITY agrees that it will take no steps to recruit, hire or employ as its own employees or as a contractor those Personnel provided by MAXIM during the term of this Agreement. FACILITY understands and agrees that MAXIM is not an employment agency and that Personnel are assigned to the FACILITY to render temporary service(s) and are not assigned to become employed by the FACILITY. The FACILITY further acknowledges and agrees that there is a substantial investment in business related costs incurred by MAXIM in recruiting, training and employing Personnel, to include advertisement, recruitment, interviewing, evaluation, reference checks, training, and supervising Personnel. In the event that FACILITY, or any affiliate, subsidiary, department, or division of FACILITY hires, employs or solicits MAXIM Personnel, FACILITY will be in breach of this Agreement. FACILITY agrees to give MAXIM either (a) one hundred and eighty (180) days prior written notice of its intent to hire, or employ, continuing to staff Personnel through MAXIM for a minimum of thirty-six (36) hours per week through the one hundred and eighty (180) days notice period; OR (b) to pay MAXIM a placement fee equal to the greater of: five thousand dollars (\$5,000) or the sum of twenty-five percent (25%) of such Personnel's annualized salary (calculated as Weekday Hourly Pay Rate x 2080 Hours x 25%). The obligations set forth in this Section shall survive the termination of this Agreement.

Section 3.7 Non-Performance. If FACILITY concludes, in its sole discretion, that any Personnel provided by MAXIM have engaged in misconduct, or have been negligent, FACILITY may require the Personnel to leave the premises and will notify MAXIM immediately in writing, providing in reasonable detail the reason(s) for such dismissal. FACILITY'S obligation to compensate MAXIM for such Personnel's services will be limited to the number of hours actually worked. MAXIM will not reassign the individual to FACILITY without prior approval of the FACILITY.

Section 3.8 Right to Dismiss. FACILITY may request the dismissal of any MAXIM Personnel for any reason. FACILITY agrees to notify MAXIM of any such action immediately in writing, providing in reasonable detail the reason(s) for such

dismissal. FACILITY shall be obligated to compensate MAXIM for all Personnel hours worked prior to dismissal.

Section 3.9 Float Policy. Subject to prior written notification, FACILITY may reassign Personnel to a different FACILITY department, unit, facility, or to a different staff classification (hereinafter "Float"), if Personnel satisfy the requisite specialty qualifications. If FACILITY Floats Personnel, the Personnel must perform the duties of the revised assignment as if the revised assignment were the original assignment. FACILITY will provide the Personnel with additional orientation regarding the Float as necessary. If Personnel Floats to a staff classification that has a lower reimbursement rate, then the reimbursement rate that was applicable to the original Personnel assignment remains the applicable reimbursement rate despite the Float. If Personnel Floats to a staff classification that has a higher reimbursement rate, then the reimbursement rate that is applicable to the newly assigned staff classification is the applicable reimbursement rate for as long as the Personnel continues to work in that staff classification.

Section 3.10 Insurance. FACILITY will maintain at its sole expense valid policies of general and professional liability insurance with minimum limits of \$1,000,000 per occurrence and \$3,000,000 annual aggregate covering the acts or omissions of its employees, contractors and agents which may give rise to liability in connection with the Services under this Agreement. FACILITY will give MAXIM prompt written notice of any material change in FACILITY coverage.

Section 3.11 Incident Reports. FACILITY shall report to MAXIM any unexpected incident known to involve any Personnel (such as Personnel errors, unanticipated deaths or other unanticipated patient-related events or injuries known to be attributable to Personnel, and any safety hazards known to be related to the services provided by Personnel) if the incident may have an adverse impact on the FACILITY and/or MAXIM in order to comply with MAXIM'S incident tracking program. Complaints and grievances regarding MAXIM Personnel may be reported to the local MAXIM representative at any time.

ARTICLE 4. MUTUAL RESPONSIBILITIES

Section 4.1 Non-discrimination. Neither MAXIM nor FACILITY will discriminate on the basis of age, race, color, national origin, religion, sex, disability, being a qualified disabled veteran, being a qualified veteran of the Vietnam era, or any other category protected by law.

ARTICLE 5. COMPENSATION

Section 5.1 Invoicing. MAXIM will supply Personnel under this Agreement at the rates listed in the Attachment(s). MAXIM will submit invoices to FACILITY every week for Personnel provided to FACILITY during the preceding week. Invoices shall be submitted to the following address:

**The County of Winnebago d/b/a River
Bluff Nursing Home
4401 N. Main St
Rockford, IL 61103
ATTN: Accounts Payable**

Section 5.2 Payment. All amounts due to MAXIM are due and payable within fifteen (15) days from date of invoice. FACILITY will send all payments to the address set forth on the invoice.

- Section 5.3** **Late Payment.** Payments not received within fifteen (15) days from the applicable invoice date will accumulate interest, until paid, at the rate of one and one-half percent (1.5%) per month on the unpaid balance, equating to an annual percentage rate of eighteen percent (18%), or the maximum rate permitted by applicable law, whichever is less.
- Section 5.4** **Annual Rate Increases.** FACILITY agrees to and accepts annual rate increases at the percentage listed on Attachment A of this Agreement.

ARTICLE 6. TRAVEL SERVICES

- Section 6.1** **Travel Services.** In addition to the Services outlined herein, MAXIM provides supplemental travel staffing services and agrees to assign such personnel ("Travel Personnel") to work such specified assignments as agreed to by the Parties. To the extent Travel Personnel are assigned, the terms of this Article shall apply.
- Section 6.2** **Interviews.** MAXIM will provide FACILITY with names of Travel Personnel interested in traveling assignments and provide all pertinent information requested by FACILITY for an interview. FACILITY reserves the right to conduct a telephone interview with any Travel Personnel prior to accepting such Travel Personnel for assignment. If FACILITY requests a face-to-face interview, MAXIM will bill FACILITY for cost of travel and lodging. FACILITY has the opportunity to interview all interested Personnel recruited by MAXIM, before said Travel Personnel provide Services. Therefore, MAXIM will not have any liability to FACILITY if said Travel Personnel fails to meet his/her requirements. Additionally, FACILITY will not be relieved of paying MAXIM the established fees set forth in this Agreement for said Travel Personnel.
- Section 6.3** **Travel Coordination.** MAXIM shall be solely responsible for coordinating Travel Personnel's travel assignments to FACILITY including housing, payroll and related functions.
- Section 6.4** **Travel Assignment Cancellation.** MAXIM may cancel the remaining term of an assignment with notification to FACILITY. MAXIM will use its best efforts to provide a qualified replacement for such cancelled Travel Personnel within fourteen (14) days from the date of notification.
- Section 6.5** **Assignment Continuation.** FACILITY agrees that all Travel Personnel introduced by MAXIM and/or accepted for assignment by FACILITY, will continue to work future FACILITY assignments solely as employees of MAXIM during the term of this Agreement.
- Section 6.6** **Travel Assignment Cancellation for Convenience.** FACILITY agrees to utilize Travel Personnel for the specified period of time, outlined in the Assignment Confirmation. Should FACILITY staffing needs change and FACILITY wishes to cancel Travel Personnel already being utilized on contract, FACILITY must give MAXIM fourteen (14) days' notice before cancellation date. If FACILITY does not provide required notice, FACILITY will be required to pay MAXIM a fee equal to: the sum of seventy-two (72) hours of such Personnel's rate subtracted by any hours worked by Travel Personnel after notice is given (calculated as Travel Bill Rate x 72 Hours - Hours Worked after cancellation notice). MAXIM will make reasonable effort to place Travel Personnel in other facilities in the area.
- Section 6.7** **Travel Personnel Non-Performance.** If FACILITY concludes, in its sole discretion, that any Personnel provided by MAXIM have engaged in misconduct, or have been negligent, FACILITY may require the Personnel to leave the premises and will notify MAXIM immediately in writing, providing in reasonable

detail the reason(s) for such dismissal. FACILITY'S obligation to compensate MAXIM for such Personnel's services will be limited to the number of hours actually worked. MAXIM will not reassign the individual to FACILITY without prior approval of the FACILITY.

Section 6.8 Confirmations. Each assignment will be confirmed in writing with the specific hourly rates to be charged for specific Travel Personnel to work a specific assignment. Assignment Confirmations (Exhibit B) will be sent via electronic mail, facsimile, or reliable carrier as agreed upon by the FACILITY and MAXIM. In the event that FACILITY fails to respond to the Assignment Confirmation within two (2) business days, the FACILITY will be deemed to have accepted the terms in said Assignment Confirmation and FACILITY will assume responsibility for any applicable payment terms as outlined in the Assignment Confirmation. Should a dispute arise, the Assignment Confirmation shall supersede any and all prior oral and written understandings.

Section 6.9 Incorporation of Assignment Confirmations. FACILITY agrees that any Assignment Confirmation(s) and/or Attachment(s) attached hereto are incorporated herein by reference and form a part of this Agreement. If there is any conflict between this Agreement and any Assignment Confirmation(s) and/or Attachment(s), the terms of the Assignment Confirmation(s) and/or Attachment(s) will govern.

ARTICLE 7. GENERAL TERMS

Section 7.1 Independent Contractors. MAXIM and FACILITY are independent legal entities. Nothing in this Agreement shall be construed to create the relationship of employer and employee, or principal and agent, or any relationship other than that of independent parties contracting with each other solely for the purpose of carrying out the terms of this Agreement. Neither MAXIM nor FACILITY nor any of their respective agents or employees shall control or have any right to control the activities of the other party in carrying out the terms of this Agreement.

Section 7.2 Assignment. Neither party may assign this Agreement without the prior written consent of the other party, and such consent will not be unreasonably withheld. No such consent will be required for assignment to an entity owned by or under common control with assignor or in connection with any acquisition of all of the assets or capital stock of a party; provided however, the assigning party will provide notice of such transaction to the other party and remain fully responsible for compliance with all of the terms of this Agreement.

Section 7.3 Indemnification. MAXIM agrees to indemnify and hold harmless FACILITY, and its directors, officers, and agents from and against any and all claims, actions, or liabilities which may be asserted against them by third parties in connection with the sole negligent performance of MAXIM, its directors, officers, employees or agents under this Agreement only. FACILITY agrees to indemnify and hold harmless MAXIM, its directors, officers, shareholders, employees and agents from and against any and all claims, actions, or liabilities which may be asserted against them by third parties in connection with the negligent performance of FACILITY, its directors, officers, employees, contractors or agents under this Agreement.

Section 7.4 Attorneys' Fees. In the event either party is required to obtain legal assistance (including in-house counsel) to enforce its rights under this Agreement, or to collect any monies due to such party for services provided, the prevailing party shall be entitled to receive from the other party, in addition to all other sums due, reasonable attorney's fees, court costs and expenses, if any, incurred enforcing its rights and/or collecting its monies.

Section 7.5 Notices. Any notice or demand required under this Agreement will be in writing; will be personally served or sent by certified mail, return receipt requested, postage prepaid, or by a recognized overnight carrier which provides proof of receipt; and will be sent to the addresses below. Either party may change the address to which notices are sent by sending written notice of such change of address to the other party.

| | |
|---|---|
| The County of Winnebago d/b/a Maxim Healthcare Services, Inc. River Bluff Nursing Home 4401 N. Main St Rockford, IL 61103 ATTN: Ann Johns | 7227 Lee DeForest Drive Columbia, MD 21046 ATTN: Contracts Department |
|---|---|

COPY TO:

Maxim Staffing Solutions
973 Featherstone Rd, Suite 210
Rockford, IL 61107
ATTN: **Briana Dettmer**

Section 7.6 Headings. The headings of sections and subsections of this Agreement are for reference only and will not affect in any way the meaning or interpretation of this Agreement.

Section 7.7 Entire Contract; Counterparts. This Agreement constitutes the entire contract between FACILITY and MAXIM regarding the services to be provided hereunder. Any agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force or effect. This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Facsimile and electronic signatures shall also constitute original signatures for the purpose of this Agreement. No amendments to this Agreement will be effective unless made in writing and signed by duly authorized representatives of both parties except as provided in Section 6.9.

Section 7.8 Availability of Personnel. The parties agree that MAXIM'S duty to supply Personnel on request of FACILITY is subject to the availability of qualified MAXIM Personnel. The failure of MAXIM to provide Personnel or the failure of FACILITY to request Personnel shall result in no penalty to FACILITY or any party claiming by or through it and shall not constitute a breach of this Agreement.

Section 7.9 Compliance with Laws. MAXIM agrees that all services provided pursuant to this Agreement shall be performed in compliance with all applicable federal, state, and/or local rules and regulations. In the event that applicable federal, state or local laws and regulations or applicable accrediting body standards are modified, MAXIM reserves the right to notify FACILITY in writing of any modifications to the Agreement in order to remain in compliance with such law, rule or regulation.

Section 7.10 Severability. In the event that one or more provision(s) of this Agreement is deemed invalid, unlawful and/or unenforceable, then only that provision will be omitted, and will not affect the validity or enforceability of any other provision; the remaining provisions will be deemed to continue in full force and effect.

Section 7.11 Governing Law, Jurisdiction. This Agreement will be governed by and construed in accordance with the laws of the State of Maryland, without regard to its principles of conflict of laws. Any dispute or claim from this Agreement shall be resolved exclusively in the federal and state courts of the State of Maryland

and the parties hereby irrevocably submit to the personal jurisdiction of said courts and waive all defenses thereto.

Section 7.12 Limitation on Liability. Neither MAXIM nor FACILITY will be responsible for special, indirect, incidental, consequential, or other similar damages, including but not limited to lost profits, that the other party may incur or experience in connection with this Agreement or the services provided, however caused, even if such party has been advised of the possibility of such damages.

Section 7.13 Incorporation of Recitals. The recitals set forth at the top of this Agreement are incorporated by reference as if fully set forth herein.

Section 7.14 Conflict of Interest. By entering into this Agreement, the Parties agree that all conflicts of interest shall be disclosed to the other Party for review in accordance with that Party's policies and procedures. A conflict of interest occurs when an employee or Contractor has professional or personal interests that compete with his/her services to or on behalf of MAXIM or the FACILITY, or the best interests of patients. Such competing interests may make it difficult for an employee or Contractor to fulfill his or her duties impartially.

ARTICLE 8. CONFIDENTIALITY OF PROTECTED HEALTH INFORMATION

Section 8.1 Confidentiality.

A. MAXIM/FACILITY Information. The parties recognize and acknowledge that, by virtue of entering into this Agreement and providing services hereunder, the parties will have access to certain information of the other party that is confidential and constitutes valuable, special, and unique property of the party. Each of the parties agrees that neither it nor his/her staff shall, at any time either during or subsequent to the term of this Agreement, disclose to others, use, copy, or permit to be copied, except pursuant to his duties for or on behalf of the other party, any secret or confidential information of the party, including, without limitation, information with respect to the party's patients, costs, prices, and treatment methods at any time used, developed or made by the party during the term of this Agreement and that is not available to the public, without the other party's prior written consent.

B. Terms of this Agreement. Except for disclosure to his/her legal counsel, accountant or financial or other advisors/consultants neither party nor its respective staff shall disclose the terms of this Agreement to any person who is not a party or signatory to this Agreement, unless disclosure thereof is required by law or otherwise authorized by this Agreement. Unauthorized disclosure of the terms of this Agreement shall be a material breach of this Agreement and shall provide the party with the option of pursuing remedies for breach or immediate termination of this Agreement in accordance with the provisions stated herein.

C. Patient/Customer Information: Neither party nor its employees shall disclose any financial or medical information regarding patients/customers treated hereunder to any third-party, except where permitted or required by law or where such disclosure is expressly approved by FACILITY, MAXIM and patient/customer in writing. Further, each party and its employees shall comply with the other party's rules, regulations and policies regarding the confidentiality of such information as well as all federal and state laws and regulations including, without limitation, the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and the Health Information Technology for Economic and Clinical Health Act ("HITECH").

D. The obligations set forth in this Section shall survive the termination of this Agreement.

Section 8.2 HIPAA/HITECH Obligations. Each party and its respective staff shall comply with all federal and state laws and regulations, and all rules, regulations, and policies of the other party, regarding the confidentiality of patient information, to include, without limitation, HIPAA and HITECH. In addition, if necessary, the parties agree to resist any effort to obtain access to such records or information in judicial proceedings, except such access as is expressly permitted by federal/state regulations.

To the extent that FACILITY may be a "Covered Entity" as defined by HIPAA, and would therefore be subject to applicable requirements, including, but not limited to, requirements to enter into certain contracts with their "business associates," by HIPAA, the parties acknowledge that a business associate agreement is not needed due to the nature of services provided by MAXIM. Specifically, the parties acknowledge that under HIPAA, Personnel provided hereunder are considered part of FACILITY's workforce and to that end, all Protected Health Information ("PHI") is created, viewed, used, maintained and otherwise stored and safeguarded in FACILITY's work environment. The parties further acknowledge that PHI is not exchanged between the parties in order for MAXIM to provide Personnel as part of FACILITY's temporary workforce.

Notwithstanding the foregoing, MAXIM and all staff provided to FACILITY hereunder shall comply with confidentiality, medical records and/or other applicable laws and regulations with regard to any and all information directly or indirectly accessed or used by MAXIM and their personnel, including without limitation HIPAA and HITECH.

FACILITY and MAXIM have acknowledged their understanding of and agreement to the mutual promises written above by executing and delivering this Agreement as of the date set forth above.

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

MAXIM HEALTHCARE SERVICES, INC., D/B/A
MAXIM STAFFING SOLUTIONS:

Signature

Signature

Printed Name & Title

Printed Name & Title

Date

Date

ATTACHMENT A
MAXIM STAFFING SOLUTIONS
FACILITY STAFFING RATES FOR
THE COUNTY OF WINNEBAGO D/B/A RIVER BLUFF NURSING HOME:

Charges will be based on the following hourly rate schedule effective **4/26/2019**:

| Service | Weekday Rate | Weekend Rate |
|--------------------------------------|---------------------|---------------------|
| Contract Registered Nurse | \$54.59 | \$56.65 |
| Contract Licensed Practical Nurse | \$44.29 | \$46.35 |
| Contact Certified Nursing Assistant | \$24.20 | \$25.75 |
| Per Diem Registered Nurse | \$57.68 | \$59.74 |
| Per Diem Licensed Practical Nurse | \$47.38 | \$49.44 |
| Per Diem Certified Nursing Assistant | \$26.27 | \$27.81 |
| Travel Registered Nurse | \$65.92 | \$65.92 |
| Travel Licensed Practical Nurse | \$53.56 | \$53.56 |

**Contract: minimum of 32 hours per week, for 6 consecutive weeks*

Rate Increase. An annual rate increase of 3% will be added to each services type listed above on April 26th, every year beginning in 2020.

Weekend. Weekend rates will apply to shifts beginning at 2:00 p.m. on Friday and ending at 7:00 a.m. on Monday.

Orientation. Rates listed above will be charged for all time spent in required FACILITY orientation.

Overtime. Overtime rates are charged for all hours worked in excess of forty (40) per week or according to applicable state law. Overtime must have FACILITY supervisory approval. The overtime rate is one and one-half (1.5) times the regular billing rate for such hours.

Holidays. Holiday rates will apply to shifts beginning at 11:00 p.m. the night before the holiday through 11:00 p.m. the night of the holiday. Time and one-half will be charged for the following holidays:

| | |
|----------------------------|---------------------------|
| New Year's Eve (from 3 PM) | Thanksgiving Day |
| New Year's Day | Labor Day |
| Memorial Day | Christmas Eve (from 3 PM) |
| Independence Day | Christmas Day |
| Easter | |

THE COUNTY OF WINNEBAGO D/B
 RIVER BLUFF NURSING HOME:

MAXIM HEALTHCARE SERVICES, INC.
 D/B/A MAXIM STAFFING SOLUTIONS:

 Signature

 Signature

 Printed Name & Title

 Printed Name & Title

 Date

 Date

Super Nurs LLC

4040 Charles Street Suite 206

Rockford Ill. 61108

Ph (815)-226-0286

Fax (815)-226-8587

Bill Rates River Bluff Nursing Home

The following bill rates are for C.N.A., L.P.N., and R.N. supplemental staffing. Any hours worked by a Super Nurs employee that exceeds 40 hours per week, will be billed at time and a half of regular shift rate. Weekend shifts are considered Friday 2nd shift through Sunday 3rd shift.

C.N.A. - Any shift Monday – Sunday will be billed at a flat rate of \$29.00 per hour.

L.P.N. - Any shift Monday – Sunday will be billed at a flat rate of \$42.00 per hour.

R.N. - Any shift Monday – Friday will be billed at a flat rate of \$47.00 hour.

Super Nurs recognizes the following six holidays for which facilities will be billed at time and a half of regular shift rate.

*Memorial Day

*July 4th

*New Years Day

*Thanksgiving

*Christmas Day

*Labor Day

Super Nurs LLC :

Client :

By: Nicholas Warner

By: _____

Title: President

Title: _____

Date: 4-22-19

Date: _____

NEW BUSINESS

BOARD APPOINTMENTS



Executive Summary

Date: May 7, 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.

.....

Todd Scott of Machesney Park, Illinois, 61115 to serve a 5-year term from May 2019–May 2024 on the North Park Water District Board.

| About the North Park Water District | |
|---|---|
| Location: | 1350 Turret Drive, Machesney Park, IL |
| Service Description: | Provide water to a population of 33,000 and serves over 12,000 households and businesses in the Machesney Park, Roscoe, and Loves Park area. |
| 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: | Public Corporation chartered on May 9, 1955 |
| Property Tax/Funding: | Revenue from charges to service for water |
| Consolidation/ Dissolution Plan: | <i>None Known</i> |
| Compensation: | \$1,200 per year |



Executive Summary

Date: May 7, 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.

.....

Dale James of Machesney Park, Illinois, 61115 to serve a 5-year term from May 2019–May 2024 on the North Park Water District Board.

| About the North Park Water District | |
|---|---|
| Location: | 1350 Turret Drive, Machesney Park, IL |
| Service Description: | Provide water to a population of 33,000 and serves over 12,000 households and businesses in the Machesney Park, Roscoe, and Loves Park area. |
| 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: | Public Corporation chartered on May 9, 1955 |
| Property Tax/Funding: | Revenue from charges to service for water |
| Consolidation/ Dissolution Plan: | <i>None Known</i> |
| Compensation: | \$1,200 per year |



Executive Summary

Date: May 8, 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.

.....

Patricia Rogers of Loves Park, Illinois, to serve a 6-year term on the Harlem Cemetery Association Board.

| About the Harlem Cemetery Association | |
|---|---|
| Location: | 8001 N. Alpine Road |
| Service Description: | Administrative, care and maintaining of a cemetery formed by the Association |
| Board Composition: | Seven Members appointed by the Winnebago County Board Chairman with the advice and consent of the County Board |
| Origin of Entity: | 805 ILCS 320/1, Section 1. That any six (6) or more person may organize a cemetery association to be owned, managed and controlled in the manner hereinafter provided |
| Property Tax/Funding: | Interment fees and sale of grave plots |
| Consolidation/ Dissolution Plan: | <i>If applicable</i> |
| Compensation: | None |



Executive Summary

Date: May 8, 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.

.....

Thomas Taylor of Roscoe, Illinois, to serve a 6-year term on the Harlem Cemetery Association Board.

| About the Harlem Cemetery Association Board | |
|---|---|
| Location: | 8001 N. Alpine Road |
| Service Description: | Administrative, care and maintaining of a cemetery formed by the Association |
| Board Composition: | Seven Members appointed by the Winnebago County Board Chairman with the advice and consent of the County Board |
| Origin of Entity: | 805 ILCS 320/1, Section 1. That any six (6) or more person may organize a cemetery association to be owned, managed and controlled in the manner hereinafter provided |
| Property Tax/Funding: | Interment fees and sale of grave plots |
| Consolidation/ Dissolution Plan: | <i>If applicable</i> |
| Compensation: | None |



Executive Summary

Date: May 8, 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.

.....

Ray Rogers of Loves Park, Illinois, to serve a 6-year term on the Harlem Cemetery Association Board.

| About the Harlem Cemetery Association Board | |
|---|---|
| Location: | 8001 N. Alpine Road |
| Service Description: | Administrative, care and maintaining of a cemetery formed by the Association |
| Board Composition: | Seven Members appointed by the Winnebago County Board Chairman with the advice and consent of the County Board |
| Origin of Entity: | 805 ILCS 320/1, Section 1. That any six (6) or more person may organize a cemetery association to be owned, managed and controlled in the manner hereinafter provided |
| Property Tax/Funding: | Interment fees and sale of grave plots |
| Consolidation/ Dissolution Plan: | <i>If applicable</i> |
| Compensation: | None |



Executive Summary

Date: May 8, 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.

.....

Terry Johnson of Loves Park, Illinois, to serve a 6-year term on the Harlem Cemetery Association Board.

| About the Harlem Cemetery Association Board | |
|---|---|
| Location: | 8001 N. Alpine Road |
| Service Description: | Administrative, care and maintaining of a cemetery formed by the Association |
| Board Composition: | Seven Members appointed by the Winnebago County Board Chairman with the advice and consent of the County Board |
| Origin of Entity: | 805 ILCS 320/1, Section 1. That any six (6) or more person may organize a cemetery association to be owned, managed and controlled in the manner hereinafter provided |
| Property Tax/Funding: | Interment fees and sale of grave plots |
| Consolidation/ Dissolution Plan: | <i>If applicable</i> |
| Compensation: | None |



Executive Summary

Date: May 14, 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.

.....
Greg Gill of Machesney Park, Illinois to serve a 3-year term from May 2019 – May 2022 on the Northwest Fire Protection District.

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