



# WINNEBAGO COUNTY

— ILLINOIS —

**REVISED**

## AGENDA

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

**Thursday, June 27, 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 Steve Schultz
5. **Awards, Proclamations, Presentations, Public Hearings, and Public Participation**
  - A. Awards – None
  - B. Proclamations – None
  - C. Presentations – Anisha Grimmett, Executive Director, Alignment Rockford
6. **Public Comment** ..... Registered Speakers  
*Members of the public may address the Board by submitting their request no later than 2 hours prior to the start of the meeting. Contact [www.wincoil.us](http://www.wincoil.us) or (815) 319-4225 for guidelines.*
7. **Board Member Correspondence** ..... Board Members
8. **Chairman's Report** ..... Chairman Frank Haney
  - A. Trustee Program Update
  - B. Landfill Update
  - C. Fred VanVleet Event (Saturday, June 29)
  - D. Women's Baseball Project
9. **Announcements & Communications** ..... Clerk Lori Gummow
  - A. Correspondence (see packet)
10. **Consent Agenda**..... Chairman Frank Haney
  - A. Raffle Report

- B. Bills
- C. Approval of May 23, 2019 minutes
- D. Layover of June 13, 2019 minutes

**11. County Administrator’s Report.....Administrator Carla Paschal**  
 Budget Update  
 Tom Hodges, Supervisor of Assessments, Overview of 2019 Tax Levy

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

**13. Standing Committee Reports ..... Chairman Frank Haney**

- A. Finance Committee .....**Jaime Salgado, Committee Chairman**
  - 1. Committee Report
  - 2. An Ordinance Establishing Civil Fees and Criminal and Traffic Assessments to be Charged by the Clerk of the Circuit Court to be Laid Over
  - 3. Budget Amendment 2019-023 Com Ed Siren Past Due Invoices to be Laid Over
  - 4. Budget Amendment 2019-024 Memorial Hall Event Revenue and Expenditures to be Laid Over
- B. Zoning Committee ..... **Jim Webster, Committee Chairman**  
 Planning and/or Zoning Requests:
  - 1. SU-05-19 A special use permit for a vacation rental in the AG, Agricultural Priority District for property commonly known as 6702 Yale Bridge Road in Shirland Township, District 2 to be laid over
  - 2. SU-06-19 A special use permit for a vacation rental in the AG, Agricultural Priority District for property commonly known as 13002 Harrison Road in Shirland Township, District 2 to be laid over
  - 3. SU-09-19 A special use permit for a vacation rental in the AG, Agricultural Priority District for property commonly known as 3013 W. Rockton Road in Rockton Township, District 2 to be laid over
  - 4. SU-10-19 A special use permit for a contractor shop in the AG, Agricultural Priority District for property commonly known as 8022 Old River Road in Owen Township, District 1 to be laid over
  - 5. Resolution authorizing Waiver of Fees for Demolition Permits, Countywide
  - 6. Committee Report
- C. Economic Development Committee.....**Fred Wescott, Committee Chairman**
  - 1. Committee Report
  - 2. Resolution Appointing Jasmin Bilich as Chairman of the Economic Development Committee of the County Board of the County of Winnebago, Illinois
- D. Operations & Administrative Committee ..... **Keith McDonald, Committee Chairman**
  - 1. Committee Report
  - 2. Resolution Awarding Joint Purchasing Carpentry Services

3. Resolution Authorizing the Purchase of Powered Ambulance Cots
4. Resolution Awarding Joint Purchasing Painting Services
5. Resolution Awarding Joint Seal Coating Services
6. Resolution Authorizing Communication With the Illinois General Assembly Regarding Proposed Changes to the Property Tax Code for Sales in Error and Tax Deeds

E. Public Works Committee ..... **Dave Tassoni, Committee Chairman**

1. Committee Report
2. **(19-017)** Resolution Authorizing the Execution of an Intergovernmental Agreement Between the County of Winnebago and the Rockford Park District to Provide Joint Maintenance and Engineering Services  
Cost: Shared Services C.B. District: County Wide
3. **(19-018)** Resolution Authorizing the Execution of a Membership Agreement with Julie, Inc. to Notify the Winnebago County Waterworks System of Possible Excavations (Section 16-00645-00-ES)  
Cost: \$200.00 C.B. District: County Wide
4. **(19-019)** Resolution Approving an Agreement Between the County of Winnebago and Region 1 Planning Council to Update Winnebago County's Multi-Hazard Mitigation Plan  
Cost: \$00.00 C.B. District: County Wide  
(To be completed with hours allocated to the County for FY20)

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

1. Committee Report
2. Resolution Approving an Intergovernmental Agreement Between the County of Winnebago and South Beloit Community School District No. 320 for School Resource Officer Program

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

1. Committee Report
2. Ordinance Creating Sections of Chapter 2, Article III, Division 7 (Chief Human Resources Officer) of the County Code of Ordinance to be Laid Over

H. Liquor Commission .....**Frank Haney**

1. Committee Report
2. Ordinance Amending Section 6-13 of the Winnebago County Code to Expand the Hours During Which County Liquor Licensees May Sell Alcoholic Liquor on Sundays to be Laid Over

14. Unfinished Business ..... **Chairman Frank Haney**

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

A. Board Appointments

1. Appointment of City of Rockford Alderman Tuffy Quinonez to the Winnebago County Board of Health

**16. Adjournment ..... Chairman Frank Haney**

**Next Meeting: Thursday, July 11, 2019**



# **CHAIRMAN'S REPORT**

# **ANNOUNCEMENTS & COMMUNICATIONS**



# WINNEBAGO COUNTY

— ILLINOIS —

## Announcements & Communications

Date: June 23, 2019

Item: Correspondence to the Board

Prepared by: County Clerk Lori Gummow

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

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

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

1. County Clerk Gummow received from the United States Nuclear Regulatory Commission the following:
  - a. Federal Register / Vol. 84, No. 117 / Tuesday, June 18, 2018 / Notices
2. County Clerk Gummow received from Charter Communication, locally known as Spectrum, letters regarding changes in channel lineup on or around July 9, 2019 for the following:
  - a. County of Winnebago
  - b. Township of Harlem
  - c. Township of Rockton
  - d. Township of Roscoe
3. County Clerk Gummow received from Comcast a letter regarding Changes to the Comcast channel line-up in our community.
4. County Clerk Gummow received from Nancy L McPherson, Winnebago County Recorder the Monthly Report for May 2019.

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

# **CONSENT AGENDA**

## RAFFLE APPLICATION REPORT

Presently the County Clerk's office has Raffle Applications submitted by  
6 different organizations for 6 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
30126	1	ALABET TEMPLE #31 DAUGHTERS OF THE NILE	07/01/2019-12/01/2019	\$ 1,200.00
30127	1	ROCKFORD LIVE & LET LIVE SOCIETY	06/28/2019-08/11/2019	\$ 4,450.00
30128	1	ST. JUDE RIDERS ASSOCIATION	06/30/2019-06/30/2019	\$ 40,000.00
30129	1	VETERAN'S DROP IN CENTER	07/11/2019-07/20/2019	\$ 4,000.00
30130	1	WHITE EAGLE CLUB OF ROCKFORD	07/01/2019-07/20/2019	\$ 2,000.00

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

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

The Following Have Requested A Class D, E, & F Limited Annual License				
LICENSE #	# OF RAFFLES	NAME OF ORGANIZATION	LICENSE DATES	AMOUNT
30131	1	ROCKFORD HARMONY SINGING SOCIETY	07/05/2019-07/03/2020	\$ 5,000.00

This concludes my report

Deputy Clerk Kayla Hilliard

LORI GUMMOW  
Winnebago County Clerk

Date 27-Jun-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	2,783,534.34
101	PUBLIC SAFETY TAX	2,088,450.06
103	DOCUMENT STORAGE FUND	26,224.25
104	TREASURER'S DELINQUENT TAX FU	3,789.53
105	VITAL RECORDS FEE FUND	1,946.00
106	RECORDERS DOCUMENT FEE FUND	18,448.96
107	COURT AUTOMATION FUND	18,087.58
110	CHILD SUPPORT & COLLECTIN FE	5,545.82
111	CHILDREN'S WAITING ROOM FUND	0.05
112	RENTAL HOUSING FEE FUND	31,860.00
114	911 OPERATIONS FUND	28,940.29
115	PROBATION SERVICE FUND	19,845.95
116	HOST FEE FUND	287,500.00
120	DEFERRED PROSECUTION PROGRAM	3,396.64
126	LAW LIBRARY	6,099.27
131	DETENTION HOME	177,874.07
145	FORECLOSURE MEDIATION FUND	4,364.30
155	MEMORIAL HALL	5,640.38
158	CHILD ADVOCACY PROJECT	34,481.72
161	COUNTY HIGHWAY	165,685.34
162	COUNTY BRIDGE FUND	3,220.95
164	MOTOR FUEL TAX FUND	34,109.11
185	HEALTH INSURANCE	827,298.07
192	EMPLOYER SOCIAL SECURITY FUND	352,408.55
193	ILLINOIS MUNICIPAL RETIRE	1,235,496.27
194	TORT JUDGMENT & LIABILITY	11,309.93
201	2013B ADMIN	68,700.00
208	2013C SERIES REFUNDED BONDS	94,275.00
209	2013C DEBT CERTIFICATES	654,275.00
214	2013E DEBT SERVICE FUND	48,425.00
215	2016A REFUNDING BONDS	49,700.00
216	2017B GO REFUNDING BONDS	35,925.00
219	2017A GO DEBT CERTIFICATES	8,200.00
227	2015A DEBT CERTIFICATES	42,050.00
229	2016D REFUNDING	62,100.00
230	2016E REFUNDING	328,225.00
242	2010C HEALTH BLDG	58,459.38
244	2012A GO DEBT CERTIFICATES	11,625.00
245	2012B ALT REFUNDING BONDS	6,975.00

CONTINUATIONFUND NAMERECOMMENDED FOR PAYMENT

246	2012C ALT REFUNDING BONDS	22,200.00
247	2012D ALT REFUNDING BONDS	60,750.00
248	2012E DEBT CERTIFICATES	16,262.50
249	2012F DEBT CERTIFICATES	61,871.88
250	2012G DEBT CERTIFICATES	25,200.00
252	2017C DEBT SERVICE FUND	165,425.00
253	2018 PENSION OBLIGATION BONDS	783,358.01
301	HEALTH GRANTS	378,614.42
303	STATE'S ATTORNEY GRANT	10,431.16
304	PROBATION GRANTS	5,280.00
309	CIRCUIT COURT GRANT FUND	23,176.01
401	RIVER BLUFF NURSING HOME	500,282.71
410	ANIMAL SERVICES	101,366.12
420	555 N COURT OPERATIONS FUND	3,681.26
430	WATER FUND	217.34
501	INTERNAL SERVICES	1,577.19

TOTAL THIS REPORT

11,804,185.41

The adoption of this report is hereby recommended:

  
 William Crowley, County Auditor

ADOPTED: This 27th day of June 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  
MAY 23, 2019**

1. Chairman Frank Haney Called to Order the Regular Adjourned Meeting of the Winnebago County Board for Thursday, May 23, 2019 at 6:00 p.m.

2. Chairman Haney announced the following Agenda Changes:

Under Economic Development

Please Remove:

Item 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.

3. Roll Call: 18 Present. 2 Absent. (Board Members Arena, Bilich, Booker, Boomer, Crosby, Fellars, Fiduccia, Goral, Hoffman, Kelley, McDonald, Nabors, Redd, Salgado, Schultz, Tassoni, Webster, and Wescott were present) (Board Members Butitta and Gerl were absent.)
4. County Board Member Salgado gave the invocation and led the Pledge of Allegiance.

**AWARDS, PRESENTATIONS AND/OR PROCLAMATIONS AND PUBLIC PARTICIPATION**

5. Awards - None

Proclamations - Danielle Angileri, executive director at NAMI Northern Illinois received a Proclamation in Recognition of "Mental Health Awareness Month." Chairman Haney presented Danielle with the Chairman's Service Excellence Award.

Daniel Angileri thanked the Board for acknowledging mental care health in our community.

Presentations - Ann Wasser, Executive Director of Severson Dells gave a presentation regarding "815 Outside."

Board Member Goral suggested exploring Winnebago County all of its amenities. She also spoke of the wonderful lunch she had at Severson Dells.

Chairman Haney presented Ann Wasser with the Chairman's Service Excellence Award for her outstanding leadership.

**PUBLIC COMMENT**

6. Vicky Ivy, Rockton Township Trustee spoke of improving the area of South Beloit and who has jurisdiction.

### **BOARD MEMBER CORRESPONDENCE**

7. Board Member Redd spoke of a certificate of appreciation awarded to the Winnebago County Board on May 15<sup>th</sup> for the first ever State of Illinois Trauma Informed Awareness Day.

Board Member Wescott announced the 6<sup>th</sup> annual Hole Hearted for Hospice Golf Outing will take place June 3<sup>rd</sup>.

Board Member Arena asked Deputy State's Attorney Kurlinkus for an update on our efforts to get a bill from the Sheriff's attorney.

Board Member Goral spoke of the trauma in our community affecting young individuals.

### **CHAIRMAN'S REPORT**

8. Chairman Position 2020-2024 – The community is calling for clarity around what the position may or may not be.

County Executive Referendum Ballot Question (November 2020) – If the Referendum Ballot Question passed it would not take effect until 2024. Chairman Haney will speak to the Community about the idea that it is a County Executive (Non Home Rule), we are not having two discussions, we are having one, which is about the idea of a State Statue set of duties for the future Chairman if it is voted on. It will not be a discussion on Home Rule.

Census – There will be more discussion in the future.

County Website – Chairman Haney asked the Board and Administration to bring forward thoughts about upgrading the County website. The backend of the website needs to be upgraded.

Board Committee, Sub-Committee, Ad Hoc, Working Group List – Chairman Haney drafted and shared a list of Standing Board Committees, Sub-Committees, Ad Hoc, Work Groups, and Caucuses. Chairman Haney would like Board Members to review the list for any errors. There are currently twenty different groups.

Chairman Haney thanked Dr. Martell from the Winnebago County Health Department for her help in organizing a community wide opioid summit at the University of Illinois College of Medicine.

Chairman Haney announced if there are any questions regarding the landfill direct them to Dr. Martell.

Chairman Haney announced that the Hazard Mitigation Plan needs to be updated. He believes there will be a solution coming forward from County Engineer Vanderwerff.

## **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. 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.
  - B. County Clerk Gummow submitted from Nancy McPherson, Winnebago County Recorder, the Monthly Report for April, 2019.
  - C. County Clerk Gummow submitted 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).
  - D. County Clerk Gummow submitted from Charter Communications the Quarterly Franchise Fee Payment for the following:
    - a. Township of Roscoe
    - b. Township of Harlem
    - c. Township of Rockton

## **CONSENT AGENDA**

10. Chairman Haney entertained a motion to approve the Consent Agenda for May 23, 2019 (Raffle Report and Bills, County Board Minutes of April 25, 2019 and to layover the County Board Minutes of May 9, 2019). Board Member Hoffman moved for the approval of the Consent Agenda, seconded by Board Member Crosby. The motion was approved by a unanimous vote of all members present.

## **COUNTY ADMINISTRATOR'S REPORT**

11. County Administrator Paschal gave a brief financial update. The County is operating in deficit positions in both the General Fund and the Public Safety Sales Tax Fund. We started out strong with our state revenues and in the last few months, they are lagging behind the prior year. Intergovernmental revenues are also lagging behind budget because there are several contracts through the Sheriff's office that include reimbursements for IMRF and FICA. Also lagging behind are charges for services because of the inmate tablet revenue that was once deposited in the General Fund now is being deposited in the Commissary Fund. There have been vacancies in various departments. Health insurance is at 45%. In a packet, County Administrator Paschal distributed included a comparison for each quarter the major revenue streams in the General Fund and Safety Sales Tax Fund. County Administrator Paschal handed out a memo regarding the timeline on the Baker Tilly Study on HR and Finance. County Administrator Paschal thanked all of the department heads for all of the hard work they do. County Administrator Paschal met with a Project Manager Representative and have a good plan for phase one. Discussion by Chairman Haney, County Administrator Paschal, and Board Members Crosby, McDonald, Fellars, Fiduccia, Schultz, Goral, Wescott, Hoffman, Booker, and Webster.

## **DEPARTMENT HEAD UPDATES**

12. Supervisor of Assessments, Hodges announced the 2018 property taxes were posted on the County's website Monday, May 22, 2019. The Treasurer's Office confirmed that the tax bills will be mailed out next week with a due date June 28<sup>th</sup> for the first installment.

## **REPORTS FROM STANDING COMMITTEES**

### **FINANCE COMMITTEE**

13. Board Member Salgado spoke of the Baker Tilly study report.

### **ZONING COMMITTEE**

14. Board Member Webster made a motion to approve 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, District 2, seconded by Board Member Goral. Board Webster announced he will be abstaining from any vote and discussion on this item. Discussion by Zoning Officer Krup and Board Member Crosby. Motion failed by a roll call vote of 17 no votes and 1 abstention. (Board Members Arena, Bilich, Boomer, Booker, Crosby, Fellars, Fiduccia, Goral, Hoffman, Kelley, McDonald, Nabors, Redd, Salgado, Schultz, Tassoni, and Wescott.) (Board Member Webster abstained.) (Board Members Butitta and Gerl were absent.)
15. Board Member Webster read in for the first reading of Z-04-19 A map amendment to rezone +/- 15.07 acres from the AG, Agricultural Priority District to the RA, Rural Agricultural 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. Board Member Webster

made a motion to suspend the rules, seconded by Board Member Wescott. Motion to suspend the rules was approved by a voice vote. (Board Members Butitta and Gerl were absent.) Discussion by Zoning Officer Krup and Board Member Arena. Motion was approved by a unanimous vote of all members present. (Board Members Butitta and Gerl were absent.)

16. Board Member Webster read in for the first reading of 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 (with conditions), in Rockton Township, District 2 to be laid over.
17. Board Member Webster read in for the first reading of 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 (with conditions), District 2 to be laid over.
18. Board Member Webster read in for the first reading of an Ordinance to Adopt Certain Fee Schedule Updates for Building and Planning and Zoning Permits and Services, Countywide to be laid over. Board Member Webster made a motion to suspend the rules, seconded by Board Member Nabors. Discussion by Board Members Fellars. Motion to suspend the rules was approved by a unanimous vote of all members present. (Board Member Fellars voted no.) (Board Members Butitta and Gerl were absent.) Board Member Webster made a motion to approve the Ordinance, seconded by Board Member Wescott. Discussion by Director of Development Services Dornbush and Board Members McDonald and Webster. Motion was approved by voice vote of all members present. (Board Member McDonald voted no.) (Board Members Butitta and Gerl were absent.) Board Member Webster announced the fee schedules are in the Board Members packet.

### **ECONOMIC DEVELOPMENT**

19. Board Member Wescott made a motion to approve a Resolution to Provide \$30,000 from Winnebago County Host Fees to Rockford Park District Foundation for Improvements of the West Rock Wake Park Development, seconded by Board Member Bilich. Discussion by Board Member Webster. Board Member Webster made a motion to lay over agenda items 2 and 4, seconded by Board Member Tassoni. Board Member Fellars made a motion to separate agenda items 2 and 4, seconded by Board Member Hoffman. Motion to separate the agenda items was approved by a voice vote. (Board Members Butitta and Gerl were absent.) Discussion by Chairman Haney and Board Members Goral, Redd, Fellars, Crosby, Arena, Tassoni, Webster. Motion to lay over failed by a roll call vote of 11 no and 7 yes votes. (Board Members Booker, Crosby, Fellars, Fiduccia, Goral, Hoffman, Kelley, Nabors, Redd, Salgado, and Wescott voted no.) (Board Members Butitta and Gerl were absent.) Board Member Wescott made a motion to approve the Resolution, seconded by Board Member Redd. Discussion by Board Members Bilich, Arena, Redd. Board Member Arena made a motion to amend the Resolution to provide a match with the Park District to match up to \$30,000, seconded by Board Member Hoffman. Discussion by Chairman Haney, Deputy State's Attorney Kurlinkus, and Board Members Fellars and Arena, Goral, Nabors, Redd, Tassoni. Motion to amend the Resolution was approved by a roll call vote of 11 yes and 7 no votes. (Board Members Booker, Wescott, Nabors, Crosby, Fellars, Goral, and Redd voted no.) (Board Member Butitta and Gerl were absent.) Discussion by Chairman Haney, and Board Members Schultz, Nabors, Redd, Goral, Webster, Arena. Motion to approve the amended Resolution was approved by a roll call vote of 15 yes and 2 no votes.

(Board Members Crosby, and Schultz voted no) (Board Member Salgado abstained) (Board members Butitta and Gerl were absent.)

Board Member Hoffman departed.

20. 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 Stateline Swiss Manufacturing LLC, seconded by Board Member Bilich. Discussion by Director of Development Services Dornbush and Board Member Boomer. Motion was approved by a unanimous vote of all members present.
21. Board Member Wescott made a motion to lay over a Resolution Directing the County of Winnebago to use \$7,000 of the Host Fees to Become a Wall Mural Sponsor of the Rockford Area Convention and Visitors Bureau's State of Illinois' Wall Mural Grant Project, seconded by Board Member Bilich. Discussion by Board Member Fellars, Bilich, and Webster. Motion to lay over failed by 17 no and 1 yes vote. (Board Members Arena, Bilich, Boomer, Booker, Crosby, Fellars, Fiduccia, Goral, Hoffman, Kelley, McDonald, Nabors, Redd, Salgado, Schultz, Tassoni, Wescott. Voted no) (Board Members Butitta and Gerl were absent.) Board Member Wescott made a motion to approve the Resolution, seconded by Board Member Bilich. Discussion by Board Members Goral, Schultz, and Fellars. Motion was approved by a voice vote of all members present (Board Members Schultz, McDonald, and Kelley voted no.) (Board Members Butitta, Gerl, and Hoffman were absent.)
22. 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, sent back to committee.

### **OPERATIONS & ADMINISTRATIVE COMMITTEE**

23. Board Member McDonald made a motion to approve a Resolution Awarding Project Manager Services, seconded by Board Member Tassoni. Discussion by Board Member Tassoni. Motion was approved by a voice vote. (Board Member Butitta, Gerl, and Hoffman were absent.)
24. Board Member McDonald made a motion to approve a Resolution Authorizing Execution of an Intergovernmental Agreement for Information Technology Support Services Between County of Winnebago and Region 1 Planning Council, seconded by Board Member Fiduccia. Motion was approved by a voice vote. (Board Members Butitta, Gerl, and Hoffman were absent.)
25. Board Member McDonald made a motion to approve a Resolution Appointing Personnel to Negotiate an Intergovernmental Agreement Regarding the Winnebago PSAP Center on Behalf of the County, seconded by Board Member Boomer. Discussion by Chairman Haney and Board Member McDonald. Motion was approved by voice vote. (Board Members Butitta, Gerl, and Hoffman were absent.)
26. Board Member McDonald made a motion to approve a Resolution Awarding Electricity Bid for Highway Department, seconded by Board Member Crosby. Motion was approved by a voice vote. (Board Members Butitta, Gerl, and Hoffman were absent.)

27. Board Member McDonald made a motion to approve a Resolution Awarding Electricity Bid, seconded by Board Member Fellars. Motion was approved by a voice vote. Discussion by Purchasing Director Johns. Motion was approved by a voice vote. (Board Members Butitta, Gerl, and Hoffman were absent.)

### **PUBLIC WORKS**

28. Board Member Tassoni made a motion to approve (19-012) a Resolution Awarding Bids for Mowing and Vegetation Control, seconded by Board Member Webster. Discussion by Highway Department Operations Manager Molina, and Board Members Fellars, Redd, and Tassoni. Motion was approved by unanimous vote of all members present. (Board Members Butitta, Gerl, and Hoffman were absent.) Board Member Tassoni announced the next Public Works Committee meeting will be May 29<sup>th</sup> at 5:00 p.m.

### **PUBLIC SAFETY**

29. Board Member Booker made a motion to approve a Resolution Approving an Intergovernmental Agreement Between the County of Winnebago and Win-Bur-Sew Fire Protection District. No action was taken. Discussion by Chief Deputy Karner of the Winnebago County Sheriff's Department.

### **PERSONNEL AND POLICY COMMITTEE**

30. Board Member Fiduccia made a motion to approve a Resolution Authorizing the Administrator of River Bluff Nursing Home to Renew Agreement for Nursing Services, seconded by Board Member Goral. Motion was approved by unanimous vote of all members present. (Board Members Butitta, Gerl, and Hoffman were absent.)

Board Member Fiduccia reported that Animal Services received 895 calls for service and took in 145 dogs, 128 cats, 2 parrots, 1 chicken, 2 ferrets, 1 snake, and 1 potbelly pig. They adopted 56 dogs, 56 cats, 1 chicken, and 1 potbelly pig.

### **UNFINISHED BUSINESS**

31. Board Member McDonald asked Chief Deputy Karner a question regarding tablets. Discussion by Chief Deputy Karner of the Winnebago County Sheriff's Department and County Administrator Paschal.

Board Member Webster wished the Board a happy and safe holiday.

### **NEW BUSINESS**

32. Chairman Haney read in for the first reading of the Reappointments listed below, to be Laid Over.

**Reappointment(s):**

**North Park Water District**

May 2019 – May 2024, 5-year term  
Todd Scott  
Machesney Park, IL

**North Park Water District**

May 2019 – May 2024, 5-year term  
Dale James  
Machesney Park, IL

**Harlem Cemetery Association**

May 2019 – May 2025, 6-year term  
Patricia Rogers  
Loves Park, IL

**Harlem Cemetery Association**

May 2019 – May 2025, 6-year term  
Thomas Taylor  
Roscoe, IL

**Harlem Cemetery Association**

May 2019 – May 2025, 6-year term  
Ray Rogers  
Loves Park, IL

**Harlem Cemetery Association**

May 2019 – May 2025, 6-year term  
Terry Johnson  
Loves Park, IL

**Northwest Fire Protection District**

May 2019 – May 2022, 3-year term  
Gregory Gill  
Machesney Park, IL

33. Chairman Haney entertained a motion to adjourn. County Board Member Fellars moved to adjourn the meeting, seconded by Board Member Webster. Motion was approved by a voice vote. The meeting was adjourned at 8:29 p.m.

Respectfully submitted,



Lori Gummow  
County Clerk

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**REGULAR ADJOURNED MEETING  
WINNEBAGO COUNTY BOARD  
JUNE 13, 2019**

1. Chairman Frank Haney Called to Order the Regular Adjourned Meeting of the Winnebago County Board for Thursday, June 13, 2019 at 6:00 p.m.
2. Chairman Haney announced the following Agenda Changes:

Please Add:

Closed Session for Pending Litigation at the end of the Agenda

3. Roll Call: 19 Present. 1 Absent. (Board Members Arena, Booker, Boomer, Butitta, Crosby, Fellars, Fiduccia, Gerl, Goral, Hoffman, Kelley, McDonald, Nabors, Redd, Salgado, Schultz, Tassoni, Webster, and Wescott were present) (Board Member Bilich was absent.)
4. County Board Member Arena gave the invocation and led the Pledge of Allegiance.

**AWARDS, PRESENTATIONS AND/OR PROCLAMATIONS AND PUBLIC PARTICIPATION**

5. Awards - Public Health Administrator, Martell presented Deborah Olson "Radon Contest Winner," with an award.  
  
Proclamations - State's Attorney Hite-Ross accepted a proclamation in recognition of "World Elder Abuse Awareness Day" on behalf of the Family Violence Coordinating Council. Chairman Haney proclaimed June 15, 2019 "World Elder Abuse Awareness Day."  
  
Presentations - Executive Director, Mike Dunn Jr. from Region 1 Planning Council gave a presentation regarding the Trustee Agent Solution. Discussion by Lank Bank Coordinator Eric Setter and Board Members Arena, McDonald, Gerl, and Schultz.

Board Member Bilich arrived at 6:15 p.m.

**PUBLIC COMMENT**

6. Mayor McNamara of the City of Rockford spoke in support of the Trustee Program.

Ted Rehl, Mayor of South Beloit spoke of the benefits of the Trustee Program.

Pastor Copeland from New Zion Lutheran Church spoke of the issue with blight properties in the neighborhood.

Rockford Public School Superintendent, Ehren Jarrett invited the Board to visit a new elementary school being built in Winnebago County. He spoke in favor of blight reduction in neighborhoods.

Rockford Part District Board of Commissioners President, Ian Linnabary spoke in support of the Region 1 Council proposal.

J. Hanley, General Council from the Rock River Water Reclamation District spoke in support of the Trustee Program.

Bryan Davis, Vice President of Governmental Affairs and Community Engagement at SupplyCore expressed his support for the Region 1 Planning Council Trustee Program.

### **BOARD MEMBER CORRESPONDENCE**

7. Board Member Redd asked for a silent prayer for former Board Member Georgeanne Duckett who recently passed away.

Board Member Arena asked if the State's Attorney has received an invoice for the Sheriff's Attorney.

Board Member McDonald asked Chairman Haney if he may potentially have a job with Region 1 Planning after the Chairman position. Discussion by Chairman Haney.

Board Member Boomer would like to review rules of removing agenda items. Discussion by Chairman Haney.

Board Member Crosby asked State's Attorney Hite-Ross to provide a detailed invoice. Discussion by State's Attorney Hite-Ross.

Board Member Wescott asked the Veterans in the room to stand to be recognized. Board Member Wescott asked Chairman Haney to step down from his position.

Board Member Hoffman asked County Administrator Paschal to explain the difference of being self-insured and having insurance.

Board Member Webster spoke of a hand-out regarding Host County Fees.

Board Member Nabors spoke of a flyer from the West Side Business Association. There will be a meeting on Thursday, June 20, 2019 at 7 p.m. at Fuzzy's Restaurant.

Board Member Redd announced June 19<sup>th</sup> will be Juneteenth at Sinnissippi Park.

### **CHAIRMAN'S REPORT**

8. Chairman Haney encouraged the Board to watch Fred VanFleet and wished him the best.

## **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. Limerick Generating Station, Units 1 and 2; Braidwood Station, Units 1 and 2; and Byron Station, Units 1 and 2 – Regulatory Audit in Support of License Amendment Requests to Adopt TSTF-505, Revision 2, “Provide Risk-Informed Extended Completion Times – RITSTF Initiative 4b” (EPID L-2018-LLA-0567 and EPID L-2018-LLA-0727)
  - b. Federal Register / Vol. 84, No. 98 / Tuesday, May 21, 2019 / Notices
  - c. Federal Register / Vol. 84, No. 107 / Tuesday, June 4, 2019 / Notices
  - d. Exelon Generation Company, LLC – Acceptance of Fleet Request for Alternative to use ASMC Code Case N-879 (EPID L-2019-LLR-0037)
  - e. Exelon Generation Company, LLC – Request for Additional Information Regarding Fleet Request to use ASME Code Cases N-878 and N-880 (EPID L-2018-LLR-0077)
  - f. Braidwood Station, Units 1 and 2; Byron, Unit Nos. 1 and 2; Clinton Nuclear Station, Unit 1; Dresden Nuclear Power Station, Units 2 and 3; LaSalle County Station, Units 1 and 2; and Quad Cities Nuclear Power Station, Units 1 and 2 and Exelon Fleet Actions – Assignment of Acting Branch Chief
- B. County Clerk Gummow submitted from the Illinois Environmental Protection Agency a Notice of Application for Permit to Manage Waste for the following:
- a. Description of Project: Modifications to the current East Expansion Unit CQA Program to update material and geotextile testing methods.
  - b. Description of Project: Annual closure and post-closure care cost update for the North Expansion Unit in accordance with Condition X.8 of Permit Modification No. 75.
  - c. Description of Project: Annual post-closure care cost update in accordance with Condition IX.8 of Permit Modification No. 93.
  - d. Description of Project: Annual closure and post-closure care cost update for the East Expansion Unit in accordance with Condition X.8 of Permit Modification No. 5.
  - e. Description of Project: Annual closure and post-closure care cost update for the West Expansion Unit in accordance with Condition X.8 of Permit Modification No. 22.

- C. County Clerk Gummow submitted from Charter Communications locally known as Spectrum, the Quarterly Franchise Fee Payment Report for the following:
  - a. Town of Rockton
  - b. Township of Harlem
  - c. Town of Roscoe
- D. County Clerk Gummow submitted from Charter Communications, locally known as Spectrum, letters regarding upcoming changes to their Terms and Conditions of Service for the following:
  - a. County of Winnebago
  - b. Township of Harlem
  - c. Township of Rockton
  - d. Township of Roscoe
- E. County Clerk Gummow submitted from Charter Communication, locally known as Spectrum, letters regarding changes in channel lineup on or around May 24, 2019 for the following:
  - a. County of Winnebago
  - b. Township of Harlem
  - c. Township of Rockton
  - d. Township of Roscoe
- F. County Clerk Gummow submitted from Charter Communication, locally known as Spectrum, letters regarding changes in channel lineup on or around June 27, 2019 for the following:
  - a. County of Winnebago
  - b. Township of Harlem
  - c. Township of Rockton
  - d. Township of Roscoe
- G. County Clerk Gummow submitted from Sue Goral, Winnebago County Treasurer the Monthly Report for May 2019 Bank Balances.
- H. County Clerk Gummow submitted from Theresa Grennan, Chief Deputy Winnebago County Treasurer the Investment Report for June 2019.
- I. County Clerk Gummow submitted from Comcast a letter regarding Changes to Digital Premier.

#### **CONSENT AGENDA**

- 10. Chairman Haney entertained a motion to approve the Consent Agenda for June 13, 2019 (Raffle Report and County Board Minutes of May 9, 2019 and to layover the County Board Minutes of

May 23, 2019). Board Member Hoffman moved for the approval of the Consent Agenda, seconded by Board Member Nabors. The motion was approved by a unanimous vote of all members present.

### **COUNTY ADMINISTRATOR'S REPORT**

11. County Administrator Paschal spoke of a meeting with the H.R. and Finance Departments to develop a plan to address the Baker Tilly recommendations.

County Administrator Paschal spoke of the Host Fee Incentive Policy. The Policy will be revised and to the Board on June 27<sup>th</sup>.

The Economic Development Committee met last night to discuss the annual award host fee policy.

Interviews with stakeholders has begun for the Public Safety Building project.

County Administrator Paschal spoke of the Swedish American Wellness center and will open July 1, 2019.

Budget review meetings are in progress and may have a draft budget the first week of July.

Sheila Storey, River Bluff Administrator put in her resignation.

County Engineer, Vanderwerff gave an update of the Hazard Mitigation Study.

### **DEPARTMENT HEAD UPDATES**

12. No Report.

### **REPORTS FROM STANDING COMMITTEES**

#### **ZONING COMMITTEE**

13. Board Member Webster made a motion to approve agenda items 1. and 2. (as listed below), seconded by Board Member Fellars. Motion was approved by a unanimous vote of all members present.

1. 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 (with conditions), in Rockton Township.
2. 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 (with conditions), District 2.

Board Member Webster announced the next Zoning Board of Appeals meeting is scheduled for Wednesday, July 10, 2019 and the next Zoning Committee is scheduled for June 26, 2019.

### **ECONOMIC DEVELOPMENT**

14. Board Member Wescott made a motion to approve a 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, seconded by Board Member Crosby. Discussion by Board Members Schultz, Nabors, Kelley, Arena. Board Member Arena made a motion to amend the Resolution to clarify that the dollars would be spent on a one-time basis and not used for personnel purposes, seconded by Board Member Butitta. Motion to amend the Resolution was approved by a unanimous vote of all members present. Discussion by Patrick O'Keefe on behalf of Great Neighborhoods and Board Members Webster and Fellars. Motion to approve the amended Resolution was approved by a roll call vote of 12 yes and 8 no votes. (Board Members Boomer, Fiduccia, Kelley, McDonald, Nabors, Schultz, Tassoni, and Webster voted no.)
15. Board Member Wescott made a motion to approve a Resolution Allocating Host Fees in The Amount of Fifteen Thousand Dollars (\$15,000) To The Youth Against Violence Organization for the Ill Rock Marching Matadors Summer Camp, seconded by Board Member Gerl. Discussion by Board Member Wescott. Motion was approved by a voice vote. (Board Members Kelley, Schultz, and Webster voted no.)

### **OPERATIONS & ADMINISTRATIVE COMMITTEE**

16. Board Member McDonald made a motion to approve a Resolution to Redivide Election Precincts, seconded by Board Member Hoffman. Discussion by Chairman Haney, County Clerk Gummow, and Board Member Salgado. Motion was approved by a unanimous vote of all members present.
17. Board Member McDonald questioned the reconsideration of a Resolution Authorizing Communication With the Illinois General Assembly Regarding Proposed Changes to the Property Tax Code for Sales in Error and Tax Deeds. Discussion by Chairman Haney and Board Members McDonald, Arena, Boomer. Board Member Boomer made a motion to send the Resolution back to Committee, seconded by Board Member Fellars. Motion was approved by a voice vote. (Board Members Arena, Kelley, and Salgado voted no.) Discussion by State's Attorney Hite-Ross and Board Member McDonald.

### **PUBLIC WORKS**

18. Board Member Tassoni made a motion to approve (19-014) an Ordinance Establishing Speed Zones on Pecatonica Road from US-20 to 1000 Feet South of the Northern Pecatonica Village Boundary and from the Northern Village Boundary to 1000 Feet South, seconded by Board Member Booker. Discussion by Board Member Booker. Motion was approved by a unanimous vote of all members present.

19. Board Member Tassoni made a motion to approve (19-015) a Resolution Awarding Bid for Bulk Rock Salt, seconded by Board Member Gerl. Discussion by County Engineer Vanderwerff and Board Members Arena and Tassoni. Motion was approved by a unanimous vote of all members present.
20. Board Member Tassoni made a motion to approve (19-016) a Resolution Awarding Bid for Township Sealcoating, seconded by Board Member Gerl. Discussion by County Engineer Vanderwerff and Board Members Tassoni, and Redd. Motion was approved by a unanimous vote of all members present.

### **PUBLIC SAFETY**

21. Board Member Booker read in for the first reading of an Ordinance Amending Section 30-32 of the Winnebago County Code to Authorize the Winnebago County Sheriff to Appoint a Coordinator for ESDA. Board Member Booker made a motion to suspend the rules, seconded by Board Member Fellars. Motion to suspend the rules was approved by a voice vote. Board Member Booker made a motion to approve the Ordinance, seconded by Board Member Goral. Discussion by State's Attorney Hite-Ross, County Administrator Paschal, Chief Deputy Karner of the Winnebago County Sheriff's Department, and Board Members Boomer, Booker, Fellars, and McDonald. Motion was approved by a unanimous vote of all members present.
22. Board Member Booker made a motion to approve a Resolution Approving an Intergovernmental Agreement Between the County of Winnebago and City of Rockford to Provide Services of a Coordinator for the Winnebago County Emergency Services and Disaster Agency, seconded by Board Member Wescott. Discussion by County Administrator Paschal, States Attorney Hite-Ross, Chief Deputy Karner of the Winnebago County Sheriff's Department, and Board Members Fiduccia, Schultz, Booker, McDonald, Salgado, Goral, Arena, Tassoni, and Booker. Motion was approved by a unanimous vote of all members present.

Board Member Booker recognized former Winnebago County Sheriff Deputy Shelly Abate who recently lost a battle with cancer.

### **PERSONNEL AND POLICY COMMITTEE**

23. Board Member Fiduccia thanked Chairman Haney for putting the Ordinance Creating Sections of Chapter 2, Article III, Division 7 (Chief Human Resources Officer) of the County Code of Ordinances on the next meeting agenda. Discussion by Chairman Haney and Board Member Fiduccia.

### **FINANCE COMMITTEE**

24. Board Member Salgado announced he will be meeting next Thursday with the Clerk's Office to speak about Clerk fees.

### **UNFINISHED BUSINESS**

25. None.

**NEW BUSINESS**

26. Board Member Kelley made a motion to approve the Reappointments listed below, seconded by Board Member Hoffman. Motion was approved by a voice vote.

**Reappointment(s):**

**North Park Water District**

May 2019 – May 2024, 5-year term

Todd Scott

Machesney Park, IL

**North Park Water District**

May 2019 – May 2024, 5-year term

Dale James

Machesney Park, IL

**Harlem Cemetery Association**

May 2019 – May 2025, 6-year term

Patricia Rogers

Loves Park, IL

**Harlem Cemetery Association**

May 2019 – May 2025, 6-year term

Thomas Taylor

Roscoe, IL

**Harlem Cemetery Association**

May 2019 – May 2025, 6-year term

Ray Rogers

Loves Park, IL

**Harlem Cemetery Association**

May 2019 – May 2025, 6-year term

Terry Johnson

Loves Park, IL

**Northwest Fire Protection District**

May 2019 – May 2022, 3-year term

Gregory Gill

Machesney Park, IL

Board Member Kelley departed.

27. Chairman Haney entertained a motion to go into Closed Session for Pending Litigation. County Board Goral made a motion to go into Closed Session pursuant to the provision of Section 2C-11 of the Illinois Open Meeting Act 5ILCS 20/2C-11 to discuss Pending Litigation, seconded by

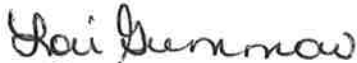


Board Member Crosby. Motion was approved by a voice vote. (Board Members Fellars and Tassoni voted no.) The meeting closed at 8:25 p.m. The Open Session Meeting reconvened at 9:07 p.m. Chairman Haney announced that no action was taken during the Closed Session.

Board Members Hoffman, Wescott, Tassoni, Schultz, Gerl, Salgado, and Webster departed during closed session.

28. Chairman Haney entertained a motion to adjourn. County Board Member Fellars moved to adjourn the meeting, seconded by Board Member Bilich. Motion was approved by a voice vote. (Board Members Gerl, Hoffman, Kelley, Salgado, Schultz, Tassoni, Webster and Wescott were absent.) The meeting was adjourned at 9:07 p.m.

Respectfully submitted,



Lori Gummow  
County Clerk

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# **ADMINISTRATOR'S REPORT**

# **DEPARTMENT HEAD UPDATES**

# **FINANCE COMMITTEE**

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

Submitted by: Finance Committee

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

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**AN ORDINANCE ESTABLISHING CIVIL FEES AND  
CRIMINAL AND TRAFFIC ASSESSMENTS  
TO BE CHARGED BY THE CLERK OF THE CIRCUIT COURT**

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**WHEREAS**, Chapter 34, Article I, of the Winnebago County Code of Ordinances and Ordinance No. 2014 CO 033, approved by the County Board on May 22, 2014, currently set forth the fees authorized by the County Board to be charged in both civil and criminal cases in Winnebago County; and

**WHEREAS**, the Illinois General Assembly passed comprehensive legislation in 2018, which completely overhauls the criminal, traffic and civil fee structures in the circuit courts throughout the State of Illinois; and

**WHEREAS**, the purpose of the legislation was to consolidate fees into unified schedules for all counties, to realign fees to be constitutional, and to provide for fee waivers for low income individuals; and

**WHEREAS**, effective July 1, 2019, Section 27.1b of the Clerks of Courts Act, 705 ILCS 105/27.1b, sets out the fees to be charged in all counties in the State of Illinois by the Clerks of the Circuit Court for the filing of pleadings and for other services provided by the Clerks in civil cases; and

**WHEREAS**, Section 27.1b of the Clerks of Courts Act creates four schedules for civil filing fees, three schedules for civil appearance fees, and establishes various other fees that Clerks of the Circuit Court are authorized to assess in civil cases, all of which are generally classified as “not to exceed” amounts; and

**WHEREAS**, Section 27.1b provides that, unless otherwise specified, the amount of the fees shall be determined by ordinance or resolution of the county board and remitted to the county treasurer to be used for purposes related to the operation of the court system in the county; and

**WHEREAS**, effective July 1, 2019, the newly-adopted Criminal and Traffic Assessment Act, 705 ILCS 105/135 *et seq.*, sets out minimum fines to be levied and assessments to be charged in criminal and traffic cases by the Clerks of the Circuit Court in all counties in the State of Illinois; and

**WHEREAS**, Sections 15-5 through 15-65 of the Criminal and Traffic Assessment Act establish thirteen (13) assessment schedules for various criminal, traffic, conservation and non-traffic offenses, and for each schedule the County's portion of the assessment is specifically listed; and

**WHEREAS**, Sections 15-5 through 15-65 break down how the assessment amounts are to be distributed to various County funds, if those funds are in existence; otherwise, the amounts designated for funds that are not in existence are to be placed in the County's general fund for purposes related to operation of the court system in the County.

**NOW THEREFORE, BE IT ORDAINED** by the County Board for the County of Winnebago, Illinois, that Sections 34-1, 34-2, 34-3, 34-4, 34-7, 34-10, 34-11, 34-12, and 34-34 as contained in Chapter 34, Article I, of the Winnebago County Code of Ordinances, and Ordinance No. 2014 CO 033 are hereby repealed in their entireties and replaced with the following:

Sec. 34 – 1. Civil Fees and Criminal Assessments.

Civil fees shall meet the requirements of Section 27.1b of the Clerks of Courts Act, 705 ILCS 105/27.1b, Section 15-1504.1 of the Code of Civil Procedure, 735 ILCS 5/15-1504.1, Supreme Court Rule 99.1, and 17<sup>th</sup> Judicial Circuit Court Local Rule 2.14. Criminal assessments shall meet the requirements of the Criminal and Traffic Assessment Act, 705 ILCS 105/135 *et seq.*

Sec. 34 – 2. Civil Fees.

A. Fees in civil matters shall be assessed and distributed as set forth herein, in compliance with Section 27.1b of the Clerks of Courts Act, 705 ILCS 105/27.1b, Section 15-1504.1 of the Code of Civil Procedure, 735 ILCS 5/15-1504.1, Illinois Supreme Court Rule 99.1, and 17<sup>th</sup> Judicial Circuit Local Rule 2.14.

B. The fees for filing a complaint, petition or other pleading initiating a civil action shall be as set forth in the schedules below in accordance with case categories established by the Illinois Supreme Court:

1. SCHEDULE 1: \$343.00 (plus additional filing fees for foreclosure cases, as set forth in subsection (e) below) to be divided as follows:

- a. \$45.00 to be retained by the Clerk of the Circuit Court and deposited as follows:
  - (1) Court Automation Fund - \$20.00
  - (2) Court Document Storage Fund - \$20.00
  - (3) Circuit Court Clerk Operation and Administrative Fund - \$5.00

- b. \$19.00 to be remitted to the State Treasurer and deposited as follows:
  - (1) Mandatory Arbitration Fund - \$8.00
  - (2) Access to Justice Fund - \$2.00
  - (3) Supreme Court Special Purposes Fund - \$9.00
- c. \$250.00 to be remitted to the County Treasurer and deposited as follows:
  - (1) General Fund (Circuit Clerk) - \$180.00
  - (2) C.A.S.A. – \$3.00
  - (3) Court Security Fund - \$40.00
  - (4) Neutral Site Exchange - \$14.00
  - (5) Children’s Waiting Room Fund - \$13.00
- d. \$29.00 to be remitted to the County Treasurer and deposited as follows:
  - (1) Neutral Site Exchange - \$8.00
  - (2) Law Library Fund - \$21.00
- e. The following additional filing fees shall be assessed on foreclosure cases only, according the tiers established pursuant to 735 ILCS 5/15-1504.1:
  - (1) First Tier Foreclosure Cases - \$615.00 to be divided as follows:
    - (a) \$540.00 to be remitted to the State Treasurer and distributed as follows:
      - i. Abandoned Residential Property Municipality Relief Fund - \$350.00
      - ii. Foreclosure Prevention Program Graduated Fund - \$140.00
      - iii. Foreclosure Prevention Program Fund - \$50.00
    - (b) \$10.00 to be retained by the Clerk of the Circuit Court and deposited as follows:
      - i. Circuit Court Clerk Operation and Administrative Fund - \$10.00
    - (c) \$65.00 to be remitted to the County Treasurer and distributed as follows:
      - i. Foreclosure Mediation Fee Fund - \$65.00
  - (2) Second Tier Foreclosure Cases - \$365.00 to be divided as follows:
    - (a) \$295.00 to be remitted to the State Treasurer and distributed as follows:
      - i. Abandoned Residential Property Municipality Relief Fund - \$175.00
      - ii. Foreclosure Prevention Program Graduated Fund - \$70.00
      - iii. Foreclosure Prevention Program Fund - \$50.00
    - (b) \$5.00 to be retained by the Clerk of the Circuit Court and deposited as follows:
      - i. Circuit Court Clerk Operation and Administrative Fund - \$5.00

- (c) \$65.00 to be remitted to the County Treasurer and distributed as follows:
      - i. Foreclosure Mediation Fee Fund - \$65.00
  - (3) Third Tier Foreclosure Cases - \$165.00 to be divided as follows:
    - (a) \$99.00 to be remitted to the State Treasurer and distributed as follows:
      - i. Abandoned Residential Property Municipality Relief Fund - \$35.00
      - ii. Foreclosure Prevention Program Graduated Fund - \$14.00
      - iii. Foreclosure Prevention Program Fund - \$50.00
    - (b) \$1.00 to be retained by the Clerk of the Circuit Court and deposited as follows:
      - i. Circuit Court Clerk Operation and Administrative Fund - \$1.00
    - (c) \$65.00 to be remitted to the County Treasurer and distributed as follows:
      - i. Foreclosure Mediation Fee Fund - \$65.00
- 2. SCHEDULE 2: \$293.00 to be divided as follows:
  - a. \$45.00 to be retained by the Clerk of the Circuit Court and deposited as follows:
    - (1) Court Automation Fund - \$20.00
    - (2) Court Document Storage Fund - \$20.00
    - (3) Circuit Court Clerk Operation and Administrative Fund - \$5.00
  - b. \$19.00 to be remitted to the State Treasurer and distributed as follows:
    - (1) Mandatory Arbitration Fund - \$8.00
    - (2) Access to Justice Fund - \$2.00
    - (3) Supreme Court Special Purposes Fund - \$9.00
  - c. \$200.00 to be remitted to the County Treasurer and distributed as follows:
    - (1) General Fund (Circuit Clerk) - \$130.00
    - (2) C.A.S.A. – \$3.00
    - (3) Court Security Fund - \$40.00
    - (4) Neutral Site Exchange - \$14.00
    - (5) Children’s Waiting Room Fund - \$13.00
  - d. \$29.00 to be remitted to the County Treasurer and deposited as follows:
    - (1) Neutral Site Exchange - \$8.00
    - (2) Law Library Fund - \$21.00
- 3. SCHEDULE 3: \$118.00 to be divided as follows:
  - a. \$22.00 to be retained by the Clerk of the Circuit Court and deposited as follows:
    - (1) Court Automation Fund - \$10.00



- (2) Court Document Storage Fund - \$10.00
- (3) Circuit Court Clerk Operation and Administrative Fund - \$2.00

b. \$11.00 to be remitted to the State Treasurer and distributed as follows:

- (1) Access to Justice Fund - \$2.00
- (2) Supreme Court Special Purposes Fund - \$9.00

c. \$56.00 to be remitted to the County Treasurer and distributed as follows:

- (1) General Fund (Circuit Clerk) - \$28.00
- (2) C.A.S.A. – \$0.00
- (3) Court Security Fund - \$10.00
- (4) Neutral Site Exchange - \$8.00
- (5) Children’s Waiting Room Fund - \$10.00

d. \$29.00 to be remitted to the County Treasurer and deposited as follows:

- (1) Neutral Site Exchange - \$8.00
- (2) Law Library Fund - \$21.00

4. SCHEDULE 4: \$0.00

C. The fees for filing an appearance in a civil action shall be as set forth in the schedules below in accordance with case categories established by the Illinois Supreme Court:

1. SCHEDULE 1: \$218.00 to be divided as follows:

a. \$45.00 to be retained by the Clerk of the Circuit Court and distributed as follows:

- (1) Court Automation Fund - \$20.00
- (2) Court Document Storage Fund - \$20.00
- (3) Circuit Court Clerk Operation and Administrative Fund - \$5.00

b. \$19.00 to be remitted to the State Treasurer and distributed as follows:

- (1) Mandatory Arbitration Fund - \$8.00
- (2) Access to Justice Fund - \$2.00
- (3) Supreme Court Special Purposes Fund - \$9.00

c. \$125.00 to be remitted to the County Treasurer and distributed as follows:

- (1) General Fund (Circuit Clerk) - \$61.00
- (2) C.A.S.A. – \$3.00
- (3) Court Security Fund - \$36.00
- (4) Neutral Site Exchange - \$12.00
- (5) Children’s Waiting Room Fund - \$13.00

d. \$29.00 to be remitted to the County Treasurer and deposited as follows:

- (1) Neutral Site Exchange - \$8.00
- (2) Law Library Fund - \$21.00

3. SCHEDULE 2: \$138.00 to be divided as follows:

- a. \$10.00 to be retained by the Clerk of the Circuit Court and distributed as follows:
  - (1) Court Automation Fund - \$5.00
  - (2) Court Document Storage Fund - \$5.00
  - (3) Circuit Court Clerk Operation and Administrative Fund - \$0.00
- b. \$9.00 to be remitted to the State Treasurer and distributed as follows:
  - (1) Supreme Court Special Purposes Fund - \$9.00
- c. \$90.00 to be remitted to the County Treasurer and distributed as follows:
  - (1) General Fund (Circuit Clerk) - \$40.00
  - (2) C.A.S.A. – \$3.00
  - (3) Court Security Fund - \$25.00
  - (4) Neutral Site Exchange - \$12.00
  - (5) Children’s Waiting Room Fund - \$10.00
- d. \$29.00 to be remitted to the County Treasurer and deposited as follows:
  - (1) Neutral Site Exchange - \$8.00
  - (2) Law Library Fund - \$21.00

D. The fees for filing a counterclaim or third party complaint in a civil action shall be as set forth in the schedules below in accordance with case categories established by the Illinois Supreme Court:

1. SCHEDULE 1: \$125.00 to be divided as follows:

- a. \$125.00 to be remitted to the County Treasurer and deposited as follows:
  - (1) General Fund (Circuit Clerk) - \$121.00
  - (2) Court Security Fund - \$4.00

2. SCHEDULE 2: \$75.00 to be divided as follows:

- a. \$75.00 to be remitted to the County Treasurer and distributed as follows:
  - (1) General Fund (Circuit Clerk) - \$69.00
  - (2) Court Security Fund - \$4.00
  - (3) Neutral Site Exchange - \$2.00

E. Except as otherwise specifically provided, the following miscellaneous fees are to be deposited in the County General Fund to be used for purposes related to the operation of the court system in the County:

- 1. Alias summons or citation: \$5.00

2. Jury services: \$212.50
3. Change of venue: \$40.00
4. Petition to vacate or modify:
  - a. If filed within 30 days: \$50.00
  - b. If filed after 30 days: \$75.00
  - c. Notice sent to Secretary of State: \$40.00
5. Appeals preparation:
  - a. If record is 100 pages or less: \$50.00
  - b. If record is between 100 and 200 pages: \$100.00
  - c. If record is 200 pages or more: Add'l fee of \$0.25 per page
6. Garnishment, wage deduction, and citation proceedings:
  - a. Amount in controversy \$1,000 or less: \$15.00
  - b. Amount in controversy greater than \$1,000 and not more than \$5,000: \$30.00
  - c. Amount in controversy greater than \$5,000: \$50.00
7. Collections:
  - a. All collections (except State and County and maintenance and child support cases): 2.5% of the amount collected and turned over
  - b. In child support and maintenance cases: \$36 annually to be deposited in the Child Support Maintenance Fund
  - c. Certifications to Secretary of State pursuant to Section 7-703 of the Family Financial Responsibility Law: \$5.00
  - d. In proceedings to foreclose a delinquent real estate tax lien the State's Attorney shall receive a fee of 10% of the total amount realized from the sale of real estate sold in the proceedings
8. Mailing: \$10.00 plus the cost of postage
9. For each certified copy of a judgment, following the first copy: \$10.00
10. Certification, authentication, and reproduction:
  - a. Each certification or authentication for taking acknowledgement of a deed or other instrument in writing with the seal of office: \$6.00
  - b. Reproduction of any document contained in the Clerk's files:
    - (1) \$2.00 for the first page
    - (2) \$0.50 per page for the next 19 pages
    - (3) \$0.25 per page for all additional pages
11. For each record search, within a division or municipal district: \$6.00 for each year searched

12. For each page of hard copy print output, when case records are maintained on an automated medium: \$6.00
13. Performing a marriage in court: \$10.00
14. For filing each deed of voluntary assignment: \$20.00; for recording a deed of voluntary assignment: \$0.50 for each 100 words
15. Expungement petition: \$60.00 and an additional fee of \$4.00 for each certified copy of an order to expunge arrest records
16. Probate filings:
  - a. For each account (other than one final account) filed in the estate of a decedent or ward: \$25.00
  - b. Filing a claim:
    - (1) Amount claimed greater than \$150 and not more than \$500: \$25.00
    - (2) Amount claimed greater than \$500 and not more than \$10,000: \$40.00
    - (3) Amount claimed greater than \$10,000: \$60.00
  - c. For filing a claim, petition, or supplemental proceeding based upon an action seeking equitable relief: \$60.00
  - d. For a jury demand: \$137.50
  - e. For each certified copy of letters of office, of court orders or other certifications: \$2.00 per page
  - f. For each exemplification: \$2.00 plus the fee for certification
17. For correction of the case number, case title, or attorney computer identification number, if required by rule of court, on any document filed in the Clerk's Office: \$25.00

F. Unpaid Fees.

1. Unless a court ordered payment schedule is implemented or the fee requirements of this Section are waived by court order, the Clerk is authorized to add to any unpaid fees and costs a delinquency amount equal to 15% of the unpaid fees that remain unpaid after 90 days.
2. Delinquency amounts collected pursuant to this provision shall be deposited into the Circuit Court Clerk Operation and Administrative Fund to defray additional administrative costs incurred by the Clerk in collecting unpaid fees and costs.

Sec. 34 – 3. Criminal Assessments.

- A. Assessments shall be imposed in criminal, traffic, conservation and non-traffic matters in accordance with the schedules set forth in the Criminal and Traffic Assessment Act, 705 ILCS 135/1-5 *et seq.*, and shall be distributed as set forth herein.

B. Schedules:

1. SCHEDULE 1: Generic Felony Offenses

a. The Clerk shall collect \$549.00 and remit as follows:

- (1) \$354.00 to the County Treasurer who shall deposit the money as follows:
  - (a) \$20.00 to the Court Automation Fund
  - (b) \$20.00 to the Court Document Storage Fund
  - (c) \$5.00 to the Circuit Court Clerk Operation and Administrative Fund
  - (d) \$255.00 to the County General Fund to be distributed as follows:
    - i. General Fund (Circuit Clerk): \$185.00
    - ii. Court Security Fund: \$50.00
    - iii. Children's Waiting Room Fund: \$5.00
    - iv. Specialty Courts: \$15.00
  - (e) \$10.00 to the Child Advocacy Center Fund
  - (f) \$2.00 to the State's Attorney Records Automation Fund
  - (g) \$2.00 to the Public Defender Records Automation Fund
  - (h) \$20.00 to the County Jail Medical Costs Fund
  - (i) \$20.00 to the Probation and Court Services Fund
- (2) \$195.00 to the State Treasurer

2. SCHEDULE 2: Felony DUI Offenses

a. The Clerk shall collect \$1,709.00 and remit as follows:

- (1) \$399.00 to the County Treasurer who shall deposit the money as follows:
  - (a) \$20.00 to the Court Automation Fund
  - (b) \$20.00 to the Court Document Storage Fund
  - (c) \$5.00 to the Circuit Court Clerk Operation and Administrative Fund
  - (d) \$300.00 to the County General Fund to be distributed as follows:
    - i. General Fund (Circuit Clerk): \$230.00
    - ii. Court Security Fund: \$50.00
    - iii. Children's Waiting Room Fund: \$5.00
    - iv. Specialty Courts: \$15.00
  - (e) \$10.00 to the Child Advocacy Center Fund
  - (f) \$2.00 to the State's Attorney Records Automation Fund
  - (g) \$2.00 to the Public Defender Records Automation Fund
  - (h) \$20.00 to the County Jail Medical Costs Fund
  - (i) \$20.00 to the Probation and Court Services Fund

- (2) \$1,110.00 to the State Treasurer
- (3) \$200.00 to the treasurer of the unit of local government of the arresting agency

3. SCHEDULE 3: Felony Drug Offenses

a. The Clerk shall collect \$2,215.00 and remit as follows:

- (1) \$354.00 to the County Treasurer who shall deposit the money as follows:
  - (a) \$20.00 to the Court Automation Fund
  - (b) \$20.00 to the Court Document Storage Fund
  - (c) \$5.00 to the Circuit Court Clerk Operation and Administrative Fund
  - (d) \$255.00 to the County General Fund to be distributed as follows:
    - i. General Fund (Circuit Clerk): \$185.00
    - ii. Court Security Fund: \$50.00
    - iii. Children's Waiting Room Fund: \$5.00
    - iv. Specialty Courts: \$15.00
  - (e) \$10.00 to the Child Advocacy Center Fund
  - (f) \$2.00 to the State's Attorney Records Automation Fund
  - (g) \$2.00 to the Public Defender Records Automation Fund
  - (h) \$20.00 to the County Jail Medical Costs Fund
  - (i) \$20.00 to the Probation and Court Services Fund

- (2) \$1,861.00 to the State Treasurer

4. SCHEDULE 4: Felony Sex Offenses

a. The Clerk shall collect \$1,314.00 and remit as follows:

- (1) \$354.00 to the County Treasurer who shall deposit the money as follows:
  - (a) \$20.00 to the Court Automation Fund
  - (b) \$20.00 to the Court Document Storage Fund
  - (c) \$5.00 to the Circuit Court Clerk Operation and Administrative Fund
  - (d) \$255.00 to the County General Fund to be distributed as follows:
    - i. General Fund (Circuit Clerk): \$185.00
    - ii. Court Security Fund: \$50.00
    - iii. Children's Waiting Room Fund: \$5.00
    - iv. Specialty Courts: \$15.00
  - (e) \$10.00 to the Child Advocacy Center Fund

- (f) \$2.00 to the State's Attorney Records Automation Fund
- (g) \$2.00 to the Public Defender Records Automation Fund
- (h) \$20.00 to the County Jail Medical Costs Fund
- (i) \$20.00 to the Probation and Court Services Fund

(2) \$960.00 to the State Treasurer

#### 5. SCHEDULE 5: Generic Misdemeanor Offenses

a. The Clerk shall collect \$439.00 and remit as follows:

- (1) \$282.00 to the County Treasurer who shall deposit the money as follows:
  - (a) \$20.00 to the Court Automation Fund
  - (b) \$20.00 to the Court Document Storage Fund
  - (c) \$5.00 to the Circuit Court Clerk Operation and Administrative Fund
  - (d) \$8.00 to the Circuit Court Clerk Electronic Citation Fund
  - (e) \$185.00 to the County General Fund to be distributed as follows:
    - i. General Fund (Circuit Clerk): \$115.00
    - ii. Court Security Fund: \$50.00
    - iii. Children's Waiting Room Fund: \$5.00
    - iv. Specialty Courts: \$15.00
  - (f) \$10.00 to the Child Advocacy Center Fund
  - (g) \$2.00 to the State's Attorney Records Automation Fund
  - (h) \$2.00 to the Public Defender Records Automation Fund
  - (i) \$10.00 to the County Jail Medical Costs Fund
  - (j) \$20.00 to the Probation and Court Services Fund
- (2) \$155.00 to the State Treasurer
- (3) \$2.00 to the treasurer of the unit of local government of the arresting agency

#### 6. SCHEDULE 6: Misdemeanor DUI Offenses

a. The Clerk shall collect \$1,381.00 and remit as follows:

- (1) \$322.00 to the County Treasurer who shall deposit the money as follows:
  - (a) \$20.00 to the Court Automation Fund
  - (b) \$20.00 to the Court Document Storage Fund
  - (c) \$5.00 to the Circuit Court Clerk Operation and Administrative Fund

- (d) \$8.00 to the Circuit Court Clerk Electronic Citation Fund
  - (e) \$225.00 to the County General Fund to be distributed as follows:
    - i. General Fund (Circuit Clerk): \$155.00
    - ii. Court Security Fund: \$50.00
    - iii. Children's Waiting Room Fund: \$5.00
    - iv. Specialty Courts: \$15.00
  - (f) \$10.00 to the Child Advocacy Center Fund
  - (g) \$2.00 to the State's Attorney Records Automation Fund
  - (h) \$2.00 to the Public Defender Records Automation Fund
  - (i) \$10.00 to the County Jail Medical Costs Fund
  - (j) \$20.00 to the Probation and Court Services Fund
- (2) \$707.00 to the State Treasurer
  - (3) \$352.00 to the treasurer of the unit of local government of the arresting agency

#### 7. SCHEDULE 7: Misdemeanor Drug Offenses

##### a. The Clerk shall collect \$905.00 and remit as follows:

- (1) \$282.00 to the County Treasurer who shall deposit the money as follows:
  - (a) \$20.00 to the Court Automation Fund
  - (b) \$20.00 to the Court Document Storage Fund
  - (c) \$5.00 to the Circuit Court Clerk Operation and Administrative Fund
  - (d) \$8.00 to the Circuit Court Clerk Electronic Citation Fund
  - (e) \$185.00 to the County General Fund to be distributed as follows:
    - i. General Fund (Circuit Clerk): \$115.00
    - ii. Court Security Fund: \$50.00
    - iii. Children's Waiting Room Fund: \$5.00
    - iv. Specialty Courts: \$15.00
  - (f) \$10.00 to the Child Advocacy Center Fund
  - (g) \$2.00 to the State's Attorney Records Automation Fund
  - (h) \$2.00 to the Public Defender Records Automation Fund
  - (i) \$10.00 to the County Jail Medical Costs Fund
  - (j) \$20.00 to the Probation and Court Services Fund
- (2) \$621.00 to the State Treasurer
- (3) \$2.00 to the treasurer of the unit of local government of the arresting agency

#### 8. SCHEDULE 8: Misdemeanor Sex Offenses



a. The Clerk shall collect \$1,184.00 and remit as follows:

- (1) \$282.00 to the County Treasurer who shall deposit the money as follows:
  - (a) \$20.00 to the Court Automation Fund
  - (b) \$20.00 to the Court Document Storage Fund
  - (c) \$5.00 to the Circuit Court Clerk Operation and Administrative Fund
  - (d) \$8.00 to the Circuit Court Clerk Electronic Citation Fund
  - (e) \$185.00 to the County General Fund to be distributed as follows:
    - i. General Fund (Circuit Clerk): \$115.00
    - ii. Court Security Fund: \$50.00
    - iii. Children's Waiting Room Fund: \$5.00
    - iv. Specialty Courts: \$15.00
  - (f) \$10.00 to the Child Advocacy Center Fund
  - (g) \$2.00 to the State's Attorney Records Automation Fund
  - (h) \$2.00 to the Public Defender Records Automation Fund
  - (i) \$10.00 to the County Jail Medical Costs Fund
  - (j) \$20.00 to the Probation and Court Services Fund
- (2) \$900.00 to the State Treasurer
- (3) \$2.00 to the treasurer of the unit of local government of the arresting agency

9. SCHEDULE 9: Major Traffic Offenses

a. The Clerk shall collect \$325.00 and remit as follows:

- (1) \$203.00 to the County Treasurer who shall deposit the money as follows:
  - (a) \$20.00 to the Court Automation Fund
  - (b) \$20.00 to the Court Document Storage Fund
  - (c) \$5.00 to the Circuit Court Clerk Operation and Administrative Fund
  - (d) \$8.00 to the Circuit Court Clerk Electronic Citation Fund
  - (e) \$150.00 to the County General Fund to be distributed as follows:
    - i. General Fund (Circuit Clerk): \$80.00
    - ii. Court Security Fund: \$50.00
    - iii. Children's Waiting Room Fund: \$5.00
    - iv. Specialty Courts: \$15.00
- (2) \$97.00 to the State Treasurer

- (3) \$25.00 to the treasurer of the unit of local government of the arresting agency

#### 10. SCHEDULE 10: Minor Traffic Offenses

a. The Clerk shall collect \$226.00 and remit as follows:

- (1) \$168.00 to the County Treasurer who shall deposit the money as follows:
  - (a) \$20.00 to the Court Automation Fund
  - (b) \$20.00 to the Court Document Storage Fund
  - (c) \$5.00 to the Circuit Court Clerk Operation and Administrative Fund
  - (d) \$8.00 to the Circuit Court Clerk Electronic Citation Fund
  - (e) \$115.00 to the County General Fund to be distributed as follows:
    - i. General Fund (Circuit Clerk): \$60.00
    - ii. Court Security Fund: \$50.00
    - iii. Children's Waiting Room Fund: \$2.00
    - iv. Specialty Courts: \$3.00
- (2) \$46.00 to the State Treasurer
- (3) \$12.00 to the treasurer of the unit of local government of the arresting agency

#### 11. SCHEDULE 10.5: Truck Weight and Load Offenses

a. The Clerk shall collect \$260.00 and remit as follows:

- (1) \$168.00 to the County Treasurer who shall deposit the money as follows:
  - (a) \$20.00 to the Court Automation Fund
  - (b) \$20.00 to the Court Document Storage Fund
  - (c) \$5.00 to the Circuit Court Clerk Operation and Administrative Fund
  - (d) \$8.00 to the Circuit Court Clerk Electronic Citation Fund
  - (e) \$115.00 to the County General Fund to be distributed as follows:
    - i. General Fund (Circuit Clerk): \$105.00
    - ii. Court Security Fund: \$10.00
- (2) \$92.00 to the State Treasurer

#### 12. SCHEDULE 11: Conservation Offenses

a. The Clerk shall collect \$195.00 and remit as follows:

- (1) \$168.00 to the County Treasurer who shall deposit the money as follows:
  - (a) \$20.00 to the Court Automation Fund
  - (b) \$20.00 to the Court Document Storage Fund
  - (c) \$5.00 to the Circuit Court Clerk Operation and Administrative Fund
  - (d) \$8.00 to the Circuit Court Clerk Electronic Citation Fund
  - (e) \$115.00 to the County General Fund to be distributed as follows:
    - i. General Fund (Circuit Clerk): \$105.00
    - ii. Court Security Fund: \$10.00
- (2) \$25.00 to the State Treasurer
- (3) \$2.00 to the treasurer of the unit of local government of the arresting agency

13. SCHEDULE 12: Dispositions under Supreme Court Rule 529 (No Court Appearance Required Traffic Offenses)

a. The Clerk shall collect \$164.00 and remit as follows:

- (1) \$100.00 to the County Treasurer who shall deposit the money as follows:
  - (a) \$20.00 to the Court Automation Fund
  - (b) \$20.00 to the Court Document Storage Fund
  - (c) \$5.00 to the Circuit Court Clerk Operation and Administrative Fund
  - (d) \$8.00 to the Circuit Court Clerk Electronic Citation Fund
  - (e) \$47.00 to the County General Fund to be distributed as follows:
    - i. General Fund (Circuit Clerk): \$37.00
    - ii. Court Security Fund: \$10.00
- (2) \$14.00 to the State Treasurer
- (3) \$50.00 to the treasurer of the unit of local government of the arresting agency

14. SCHEDULE 13: Petty Offense, Business Offense, or Non-Traffic Ordinance Violation

a. The Clerk shall collect \$100.00 and remit as follows:

- (1) \$75.00 to the County Treasurer who shall deposit the money as follows:

- (a) \$20.00 to the Court Automation Fund
  - (b) \$20.00 to the Court Document Storage Fund
  - (c) \$5.00 to the Circuit Court Clerk Operation and Administrative Fund
  - (d) \$8.00 to the Circuit Court Clerk Electronic Citation Fund
  - (e) \$22.00 to the County General Fund to be distributed as follows:
    - i. General Fund (Circuit Clerk): \$12.00
    - ii. Court Security Fund: \$10.00
- (2) \$25.00 to the treasurer of the unit of local government of the arresting agency

C. Unpaid Assessments.

1. Unless a court ordered payment schedule is implemented or the assessment requirements of this Section are waived by court order, the Clerk is authorized to add to any unpaid assessments a delinquency amount equal to 15% of the unpaid assessments that remain unpaid after 90 days.
2. Delinquency amounts collected pursuant to this provision shall be deposited into the Circuit Court Clerk Operation and Administrative Fund to defray additional administrative costs incurred by the Clerk in collecting unpaid assessments.

**BE IT FURTHER ORDAINED**, that this Ordinance shall be effective on July 1, 2019.

**BE IT FURTHER ORDAINED**, that the Clerk of the County Board is hereby authorized and directed to prepare and deliver certified copies of this Ordinance to the Clerk of the Circuit Court, the Chief Judge of the Seventeenth Judicial Circuit, and the Winnebago County Bar Association.

Respectfully submitted,  
**FINANCE COMMITTEE**

**AGREE**

\_\_\_\_\_  
Jaime Salgado, Chairman

\_\_\_\_\_  
Burt Gerl

\_\_\_\_\_  
Joe Hoffman

\_\_\_\_\_  
Steve Schultz

\_\_\_\_\_  
Dave Boomer

\_\_\_\_\_  
Dave Fiduccia

\_\_\_\_\_  
Keith McDonald

**DISAGREE**

\_\_\_\_\_  
Jaime Salgado, Chairman

\_\_\_\_\_  
Burt Gerl

\_\_\_\_\_  
Joe Hoffman

\_\_\_\_\_  
Steve Schultz

\_\_\_\_\_  
Dave Boomer

\_\_\_\_\_  
Dave Fiduccia

\_\_\_\_\_  
Keith McDonald

APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2019 by the County Board of the County of Winnebago, Illinois.

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

Attested by:

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

Ayes: \_\_\_\_\_ Nays: \_\_\_\_\_ Absent: \_\_\_\_\_

**2019 Fiscal Year**

Sponsored by:

Jaime Salgado, Finance Committee Chairman

Finance:

June 20, 2019

Lay Over:

June 27, 2019

**Final Vote:****July 11, 2019****2019 CO****TO: THE HONORABLE MEMBERS OF THE COUNTY OF WINNEBAGO, ILLINOIS**

The Winnebago County Finance Committee presents the following Ordinance amending the Annual Appropriation Ordinance for the fiscal year ending September 30, 2019 and recommends its adoption.

**ORDINANCE**

**WHEREAS**, the Winnebago County Board adopted the “Annual Budget and Appropriation Ordinance” for the fiscal year ending September 30, 2019 at its September 27, 2018 meeting; and,

**WHEREAS**, 55ILCS 5/6-1003(2014), states, “After the adoption of the county budget, no further appropriations shall be made at any other time during such fiscal year, except as provided in this Act. Appropriations in excess of those authorized by the budget in order to meet an immediate emergency may be made at any meeting of the board by a two-thirds vote of all the members constituting such board, the vote to be taken by ayes and nays and entered on the record of the meeting.”

**NOW, THEREFORE, BE IT ORDAINED**, that the County Board deems that pursuant to the provisions as set forth in 55ILCS 5/6-1003(2014), certain conditions have occurred in connection with the operations of the County which are deemed to be immediate emergencies; therefore the following increases are hereby authorized.

**2019-023 ComEd siren invoices**

**Reason:** ComEd has concluded there were past due electricity invoices for sirens which Purchasing not agrees is due. This expenditure was not budgeted.

**Alternative:** N/A

**Impact to fiscal year 2020 budget:** None

**Revenue Source:** General Fund revenues

<u>Acct Description</u>	<u>Org</u>	<u>Obj</u>	<u>Pri</u>	<u>Debit (Credit)</u>
Electricity	13500	43620		82,420
		<b><u>Total Adjustment:</u></b>		<b><u>\$82,420</u></b>

(AGREE)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ATTESTED BY:

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

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

2019  
WINNEBAGO COUNTY  
FINANCE COMMITTEE  
REQUEST FOR BUDGET AMENDMENT

DATE SUBMITTED:		6/14/2019		AMENDMENT NO: 2019-023			
DEPARTMENT:		Misc County		SUBMITTED BY:			
FUND#: 0001-General				DEPT. BUDGET NO.		13500	
Department Org Number	Object (Account) Number	Object (Account) Description	Adopted Budget	Amendments Previously Approved	Revised Approved Budget	Increase (Decrease)	Revised Budget after Approved Budget Amendment
<b>Expenditures</b>							
13500	43620	Electricity	\$12,000	\$0	\$12,000	\$82,420	\$94,420
<b>Revenue</b>							
TOTAL ADJUSTMENT:						\$82,420	\$94,420
Reason budget amendment is required:							
Com Ed has concluded there were past due electricity invoices for sirens which Purchasing now agrees is due. This expenditures was not budgeted.							
Potential alternatives to budget amendment:							
N/A							
Impact to fiscal year 2020 budget:							
There is no impact as current invoices have been paid.							
Revenue Source:		<u>General Fund revenues</u>					



**2019 Fiscal Year**

Sponsored by:

Jaime Salgado, Finance Committee Chairman

Finance:

June 20, 2019

Lay Over:

June 27, 2019

**Final Vote:****July 11, 2019****2019 CO****TO: THE HONORABLE MEMBERS OF THE COUNTY OF WINNEBAGO, ILLINOIS**

The Winnebago County Finance Committee presents the following Ordinance amending the Annual Appropriation Ordinance for the fiscal year ending September 30, 2019 and recommends its adoption.

**ORDINANCE**

**WHEREAS**, the Winnebago County Board adopted the “Annual Budget and Appropriation Ordinance” for the fiscal year ending September 30, 2019 at its September 27, 2018 meeting; and,

**WHEREAS**, 55ILCS 5/6-1003(2014), states, “After the adoption of the county budget, no further appropriations shall be made at any other time during such fiscal year, except as provided in this Act. Appropriations in excess of those authorized by the budget in order to meet an immediate emergency may be made at any meeting of the board by a two-thirds vote of all the members constituting such board, the vote to be taken by ayes and nays and entered on the record of the meeting.”

**NOW, THEREFORE, BE IT ORDAINED**, that the County Board deems that pursuant to the provisions as set forth in 55ILCS 5/6-1003(2014), certain conditions have occurred in connection with the operations of the County which are deemed to be immediate emergencies; therefore the following increases are hereby authorized.

**2019-024 Memorial Hall**

**Reason:** Budget amendment is required to separately budget both revenue and expenditures for the event paid by the Community Foundation account

**Alternative:** N/A

**Impact to fiscal year 2020 budget:** None

**Revenue Source:**

<u>Acct Description</u>	<u>Org</u>	<u>Obj</u>	<u>Pri</u>	<u>Debit (Credit)</u>
Guest Event and Speaker	45500	43159		20,000
Donations	45500	39620	04551	(20,000)
		<b><u>Total Adjustment:</u></b>		<b><u>\$0</u></b>

(AGREE)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ATTESTED BY:

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

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

2019  
WINNEBAGO COUNTY  
FINANCE COMMITTEE  
REQUEST FOR BUDGET AMENDMENT

DATE SUBMITTED:		6/14/2019		AMENDMENT NO: 2019-024			
DEPARTMENT:		Memorial Hall		SUBMITTED BY:			
FUND#: 0001-General				DEPT. BUDGET NO.		45500	
Department Org Number	Object (Account) Number	Object (Account) Description	Adopted Budget	Amendments Previously Approved	Revised Approved Budget	Increase (Decrease)	Revised Budget after Approved Budget Amendment
<b>Expenditures</b>							
45500	43159	Guest event and speaker	\$0	\$0	\$0	\$20,000	\$20,000
<b>Revenue</b>							
45500	39620-04551	Donations	\$0	\$0	\$0	\$20,000	\$20,000
TOTAL ADJUSTMENT:						\$0	\$0
Reason budget amendment is required:							
Budget amendment is required to separately budget both revenue and expenditure for the event paid by the Community Foundation account.							
Potential alternatives to budget amendment:							
N/A							
Impact to fiscal year 2020 budget:							
None - budget will be drafted to separately report event revenue and expenditures.							
Revenue Source:		<u>Event revenue</u>					

# **ZONING COMMITTEE**

**Attachment**  
**ZONING COMMITTEE**  
**OF THE COUNTY BOARD AGENDA**  
June 27, 2019

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

**PLANNING AND/OR ZONING REQUESTS:**

**TO BE LAID OVER:**

1. SU-05-19 A special use permit for a vacation rental in the AG, Agricultural Priority District requested by Prosser Management, LLC, property owner, represented by Ian Linnabary, attorney, for property commonly known as 6702 Yale Bridge Road, Rockton, IL in Shirland Township.  
PIN: 03-07-300-014 C.B. District: 2  
Lesia Rating: N/A Consistent W/2030 LRMP – Future Map: N/A  
**ZBA Recommends: APPROVAL WITH CONDITIONS (6-0)**  
**ZC Recommends: APPROVAL WITH ZC CONDITIONS (6-0)**
2. SU-06-19 A special use permit for a vacation rental in the AG, Agricultural Priority District requested by Dave Winters, property owner, for property commonly known as 13002 Harrison Road, Shirland, IL in Shirland Township.  
PIN: 06-11-300-003 C.B. District: 2  
Lesia Rating: N/A Consistent W/2030 LRMP – Future Map: N/A  
**ZBA Recommends: APPROVAL WITH ZBA CONDITIONS (6-0)**  
**ZC Recommends: APPROVAL WITH ZC CONDITIONS (6-0)**
3. SU-09-19 A special use permit for a vacation rental in the AG, Agricultural Priority District requested by Leif and Tracy Cannell, property owners, for property commonly known as 3013 W. Rockton Road, Rockton, IL in Rockton Township.  
PIN: 03-15-200-009 C.B. District: 2  
Lesia Rating: N/A Consistent W/2030 LRMP – Future Map: N/A  
**ZBA Recommends: APPROVAL WITH ZBA CONDITIONS (6-0)**  
**ZC Recommends: APPROVAL WITH ZC CONDITIONS (6-0)**
4. SU-10-19 A special use permit for a contractor shop (not inclusive of a landscape or tree service business) in the AG, Agricultural Priority District, requested by Jeff and Jeanette Early, property owners, for property commonly known as 8022 Old River Road, Rockford, IL in Owen Township.  
PIN: 07-13-278-004 C.B. District: 1  
Lesia Rating: N/A Consistent W/2030 LRMP – Future Map: N/A  
**ZBA Recommends: APPROVAL WITH CONDITIONS (6-0)**  
**ZC Recommends: APPROVAL WITH CONDITIONS (6-0)**

**TO BE VOTED ON:**

5. Resolution authorizing Waiver of Fees for Demolition Permits  
**ZC Recommends: APPROVAL (6-0)**

- 
6. **COMMITTEE REPORT (ANNOUNCEMENTS)** - *for informational purposes only; not intended as a public notice*);

**Attachment**  
**ZONING COMMITTEE**  
**OF THE COUNTY BOARD AGENDA**  
June 27, 2019

- Chairman, Brian Erickson, hereby announces that a *Zoning Board of Appeals (ZBA)* meeting is scheduled for Wednesday, **July 10, 2019**, at 5:30 p.m. in Room 303 of the County Administration Building.
- Chairman, Jim Webster, hereby announces that the next *Zoning Committee (ZC)* meeting is tentatively scheduled for Wednesday, **July 24, 2019**, at 5:00 p.m. in Room 303 of the County Administration Building.

SPONSORED BY: JIM WEBSTER

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

SUBMITTED BY: ZONING COMMITTEE

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

RESOLUTION AUTHORIZING WAIVER OF FEES  
FOR DEMOLITION PERMITS

**WHEREAS**, the County Board of the County of Winnebago, Illinois, has allocated \$100,000 from the fiscal 2019 host fee funds for the demolition of blighted properties in Winnebago County (hereinafter “Host Fee Demolitions”); and

**WHEREAS**, the Winnebago County Health Department will be coordinating the Host Fee Demolitions and anticipates that the host fee funding will permit approximately ten (10) Host Fee Demolitions; and

**WHEREAS**, the properties currently proposed for demolition by the Health Department are listed on Exhibit A; and

**WHEREAS**, the Building Division of the Winnebago County Regional Planning and Economic Development Department typically charges a fee for demolition permits within the County; and

**WHEREAS**, the waiver of demolition permits for the listed properties shall include the primary structures as well as any other accessory structures that may be located on the listed site; and

**WHEREAS**, given that the County is funding the Host Fee Demolitions, the Winnebago County Health Department is requesting that fees for the demolition permits issued by the County Building Division be waived for the Host Fee Demolitions.

**NOW THEREFORE BE IT AND IT IS HEREBY RESOLVED**, by the County Board of the County of Winnebago, Illinois, that the County of Winnebago Regional Planning and Economic Development Department, Building Division, is hereby authorized to waive demolition permit fees for Host Fee Demolitions coordinated by the Winnebago County Health Department.

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

**BE IT FURTHER RESOLVED**, that the Clerk of the County Board is hereby directed to prepare and deliver copies of this resolution to the Director of the Regional Planning and Economic Development Department, the Winnebago County Health Department Administrator, the County Administrator, and the County Auditor.

Respectfully submitted,  
**ZONING COMMITTEE**

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JIM WEBSTER, CHAIRMAN

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JIM WEBSTER, CHAIRMAN

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ANGIE GORAL, VICE CHAIR

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ANGIE GORAL, VICE CHAIR

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JAS BILICH

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JAS BILICH

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DAN FELLARS

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DAN FELLARS

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DAVE KELLEY

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DAVE KELLEY

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TIM NABORS

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TIM NABORS

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STEVE SCHULTZ

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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



## EXHIBIT A

### 2019 List Host Fee Demolitions

	Address	Municipality	PIN	County Board District #
1	3013 Freeport Rd	County	03-22-476-002	2
2	7970 S. Main St	County	15-20-302-001	9
3	233 S. Harrision Ave	South Beloit	04-05-259-003	4
4	15385 Wittwer Rd	County	03-12-101-006	2
5	7xx Gold River Ave	County	15-19-251-002	9
6	4301 Mila Ave	County	11-17-351-039	5
7	3018 Vinton Ave	County	11-10-153-012	5
8	1577 Baxter Rd	County	15-26-400-005	9
9	4501 Compton Ave	County	11-17-351-001	5
10	1825 Old Wood Rd	County	12-18-429-001	16
11	310 Monroe St	County	11-20-126-004	5
12	606 Vincent Ave	County	11-19-481-033	18
13	7811 Wesley Rd	Machesney Park	08-32-105-011	17
14	1301 Linda Ave	County	11-34-352-020	18
15	2002 Morgan St	County	11-28-251-061	18

# **ECONOMIC DEVELOPMENT COMMITTEE**

**RESOLUTION**  
**of the**  
**COUNTY BOARD OF THE COUNTY OF WINNEBAGO,**  
**ILLINOIS**  
  
**2019 CR**

---

**RESOLUTION APPOINTING JASMIN BILICH AS**  
**CHAIRMAN OF THE ECONOMIC DEVELOPMENT COMMITTEE**  
**OF THE COUNTY BOARD OF THE**  
**COUNTY OF WINNEBAGO, ILLINOIS**

---

**WHEREAS,** Fred Wescott is currently the Chairman of the Economic Development Committee of the County Board of the County of Winnebago, Illinois; and

**WHEREAS,** Fred Wescott desires to resign as the Chairman of the Economic Development Committee, yet still remain a member of the Economic Development Committee; and

**WHEREAS,** the caucus chairmen of the majority and minority parties of the County Board recommends that Jasmin Bilich, currently a member of the Economic Development Committee, be appointed as Chairman of the Economic Development Committee to replace Fred Wescott as Chairman; and

**WHEREAS,** the County Board of the County of Winnebago, Illinois, desires to ratify by written resolution the appointment of Jasmin Bilich as Chairman of the County Board's Economic Development Committee as recommended by the County Board's caucus chairmen of the majority and minority parties.

**NOW, THEREFORE, BE IT RESOLVED,** by the County Board of the County of Winnebago, Illinois, that Jasmin Bilich is appointed as Chairman of the County Board's Economic Development Committee, replacing Fred Wescott as Chairman who will remain a member of said Committee.

**BE IT FURTHER RESOLVED,** by the County Board of the County of Winnebago, Illinois, 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 shall prepare and deliver certified copies of this Resolution to the County Board Chairman and County Administrator.

Respectfully submitted,  
**CAUCUS CHAIRMEN**

---

JOE HOFFMAN  
DEMOCRATIC CAUCUS CHAIRMAN

---

DAVE BOOMER  
REPUBLICAN CAUCUS CHAIRMAN

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

# **OPERATIONS & ADMINISTRATIVE COMMITTEE**



## Executive Summary

Date: June 20, 2019  
To: Operations & Administrative Committee  
Prepared by: Purchasing Department  
Subject: Resolution Awarding Joint Purchasing Carpentry Services

---

**County Code:** Winnebago County Purchasing Ordinance

**Background:**

Most Winnebago County owned facilities require some type of carpentry service whether new, or for troubleshooting repairs. The City of Rockford and the County of Winnebago requirements were jointly included in City bid #319-PW-030 for Joint Purchasing Carpentry Services. This project was part of the Chairman's Joint Purchasing Initiative with other local leaders.

Bid opening took place on March 28, 2019 and there were a total of two responsive and responsible Bidders. The Winnebago County Purchasing Department and Facilities staff reviewed the bid results and agreed the award should go to both Ringland-Johnson, Inc. and Rockford Structures Company.

All repairs and service shall be performed within specifications set by the State of Illinois, City of Rockford, County of Winnebago and State of Illinois Building Code guidelines.

**Contract Period:**

Initial contract will be for one year with four, one-year renewal options. Pricing may be adjusted annually if agreed to by both parties.

**Recommendation:**

Facilities Engineer, Shawn Franks, recommends contracts be awarded to Ringland-Johnson, Inc. and Rockford Structures Company to handle the County of Winnebago's carpentry services during the next 5 years.

Purchasing Department

404 Elm Street • Room 202 • Rockford, IL 61101

Website: [www.WinColl.us](http://www.WinColl.us)

**It is our mission to provide high quality services and promote a safe community for all people in Winnebago County.**

**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

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**RESOLUTION AWARDING JOINT PURCHASING CARPENTRY SERVICES**

---

**WHEREAS**, the Code of Ordinances for the County of Winnebago, Illinois, provides as in Chapter 2, Article VI, Division 3, Section 2-357, of the Winnebago County Code sets forth the guidelines for the County's participation in governmental joint purchasing agreements, and pursuant to the Illinois Governmental Joint Purchasing Act (30 ILCS 525/0.01 et seq.) the County has reviewed the City of Rockford's Invitation for Bid # 319-PW-030 for Joint Purchasing Carpentry Services; and,

**WHEREAS**, various County of Winnebago owned facilities need general carpentry services, both new and repairs to be performed; and,

**WHEREAS**, the Operations & Administrative Committee of the County Board for the County of Winnebago, Illinois has reviewed the Bids received for the aforementioned service and recommends awarding the contracts as follows:

**RINGLAND-JOHNSON, INC.**  
**1725 HUNTWOOD DRIVE**  
**CHERRY VALLEY, IL 61016**

**ROCKFORD STRUCTURES CONSTRUCTION COMPANY**  
**10540 NORTH SECOND STREET**  
**MACHESNEY PARK, IL 61115**

**See Bid Tab for Pricing (RESOLUTION EXHIBIT A)**

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

**VARIOUS ACCOUNTS**

**NOW, THEREFORE, BE IT RESOLVED**, that the County Board of the County of Winnebago, Illinois that the County Board Chairman is authorized to execute a contract award, on behalf of the County of Winnebago, with RINGLAND-JOHNSON, INC., 1725 HUNTWOOD DRIVE, CHERRY VALLEY, IL 61016 and ROCKFORD STRUCTURES CONSTRUCTION COMPANY, 10540 NORTH SECOND STREET, MACHESNEY PARK, IL 61115.

**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, 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



# RESOLUTION EXHIBIT A

## BID TAB

Bid On: CARPENTRY SERVICES 2019

Bid No: 319-PW-030

Opening: 03/28/2019

Vendor	EEO's	Journeyman Straight time (M-F up to 8 hrs.) Labor rate Per Hr.	Journeyman Overtime (M-F after 8 hrs.) Labor rate Per Hr.	Journeyman Overtime (Saturdays)	Journeyman Overtime (Sunday & Holidays)
RINGLAND-JOHNSON, INC CHERRY VALLEY, IL	X	94.50	122.06	122.06	145.09
ROCKFORD STRUCTURES, CO. MACHESNEY PARK, IL	X	110.50	138.05	138.05	163.50

Vendor	Apprentice/Helper Straight time (M-F up to 8 hrs.) Labor rate Per Hr.	Apprentice/Helper Overtime (M-F after 8 hrs.) Labor rate Per Hr.	Apprentice/Helper Overtime (Saturdays)	Apprentice/Helper Overtime (Sunday & Holidays)
RINGLAND-JOHNSON, INC CHERRY VALLEY, IL	63.00	97.60	97.60	118.33
ROCKFORD STRUCTURES, CO. MACHESNEY PARK, IL	90.00	113.10	113.10	137.25

**Ø AWARD**

Material Percent of Mark-Up    10 % RINGLAND-JOHNSON

Material Percent of Mark-Up    9 % ROCKFORD STRUCTURES



## Executive Summary

**Date:** June 20, 2019  
**To:** Operations & Administrative Committee  
**Prepared by:** Purchasing Department  
**Subject:** Purchase of Powered Ambulance Cots

---

**County Code:** Winnebago County Purchasing Ordinance

**Background:**

The Winnebago County Coroner's office currently uses a ratchet system ambulance cot. They are handled manually by one Deputy Coroner. This current cot system is a problem and a hazard due to the weight of the system. They are very difficult to handle by a sole user.

The Winnebago County Coroner, William Hintz, feels that it is necessary to upgrade to more reliable, sturdier and better quality ambulance cots. He is recommending the purchase of two Stryker Power-Pro XT Powered Ambulance Cots through a joint purchasing agreement.

The newer model cots come with an exceptional 3-year power warranty and are equipped to safely handle up to 700 pounds.

**Recommendation:**

William Hintz, the Winnebago County Coroner, recommends Board approval of a Resolution Authorizing the Purchase of two Powered Ambulance Cots from Stryker Corp.

**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

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**RESOLUTION AUTHORIZING THE PURCHASE OF POWERED AMBULANCE COTS**

---

**WHEREAS**, the County's Coroner's office needs to replace its ratchet lifts due to inefficiency; and,

**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**, supplier, Stryker Corp., sells Power-Pro XT Powered Ambulance Cots under a joint purchasing agreement; and,

**WHEREAS**, the Operations & Administrative Committee of the County Board for the County of Winnebago, Illinois has reviewed the quote received for two Powered Ambulance Cots, see RESOLUTION EXHIBIT A, and recommends awarding the purchase as follows:

**STRYKER CORP.**  
**4100 EAST MILHAM ROAD**  
**KALAMAZOO, MI 49001**

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

**13500-46586**

**NOW, THEREFORE, BE IT RESOLVED**, the County Board of the County of Winnebago, Illinois that the County Board Chairman is authorized to execute a Purchase Order with STRYKER CORP., 4100 EAST MILHAM ROAD, KALAMAZOO, MICHIGAN 49001, for not to exceed TWENTY-SEVEN THOUSAND ONE HUNDRED TWENTY DOLLARS AND SIXTY-FOUR CENTS (\$27,120.64) for two Powered Ambulance Cots.

**BE IT FURTHER RESOLVED**, that this Resolution shall be in full force and effective immediately upon its adoption and the Clerk of the County Board is hereby authorized to prepare

and deliver certified copies of this Resolution to the County Coroner, 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

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JOHN BUTITTA

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JEAN CROSBY

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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.

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 EXHIBIT A

### 2 POWER-PRO COTS

Quote Number: 10014374  
Version: 1  
Prepared For: WINNEBAGO COUNTY CORONERS OFFICE  
  
Quote Date: 06/05/2019  
Expiration Date: 09/03/2019

Remit to: P.O. Box 93308  
Chicago, IL 60673-3308  
Rep: John Fischer  
Email: john.fischer@stryker.com  
Phone Number:  
Mobile: 847-989-4536

#### Delivery Address

Name: WINNEBAGO COUNTY  
CORONERS OFFICE  
Account #: 1503552  
Address: 403 ELM ST FL 2  
ROCKFORD  
Illinois 61101-1210

#### Ship To Account

Name: WINNEBAGO COUNTY  
CORONERS OFFICE  
Account #: 1503552  
Address: 403 ELM ST FL 2  
ROCKFORD  
Illinois 61101-1210

#### Bill To Account

Name: WINNEBAGO COUNTY  
CORONERS OFFICE  
Account #: 1503552  
Address: 403 ELM ST FL 2  
ROCKFORD  
Illinois 61101-1210

#### Equipment Products:

#	Product	Description	Qty	Sell Price	Total
1.0	6506000000	Power-PRO XT	2	\$12,920.40	\$25,840.80
1.1	6085033000	PR Cot Retaining Post		\$0.00	\$0.00
1.2	7777881669	3 Yr X-Frame Powertrain Wrnty		\$0.00	\$0.00
1.3	7777881670	2 Yr Bumper to Bumper Warranty		\$0.00	\$0.00
1.4	6506026000	Power Pro Standard Components		\$0.00	\$0.00
1.5	6500001430	X-RESTRAINT PACKAGE		\$0.00	\$0.00
1.6	0054030000	DOM SHIP (NOT HI, AK, PR, GM)		\$0.00	\$0.00
1.7	650606160000	ONE PER ORDER, MANUAL, ENG OPT		\$0.00	\$0.00
1.8	6085031000	Trendelenburg		\$0.00	\$0.00
1.9	6506038000	Steer Lock Option		\$639.92	\$1,279.84
1.10	6060036017	SAFETY HOOK, SHORT		\$0.00	\$0.00
1.11	6506029000	Non Power-Load Compatible		\$0.00	\$0.00
1.12	6500028000	120V AC SMRT Charging Kit		\$0.00	\$0.00
1.13	6506034000	G-Rated Mattress		\$0.00	\$0.00
1.14	6506031000	Siderail Option		\$0.00	\$0.00
1.15	6506036000	No HE Section O2 Bottle		\$0.00	\$0.00
1.16	0054200994	No Runner/HE O2		\$0.00	\$0.00
1.17	6500318000	NO IV POLE		\$0.00	\$0.00
1.18	6506012003	STANDARD FOWLER		\$0.00	\$0.00
Equipment Total:					\$27,120.64



2 POWER-PRO COTS

Quote Number: 10014374  
Version: 1  
Prepared For: WINNEBAGO COUNTY CORONERS OFFICE  
  
Quote Date: 06/05/2019  
Expiration Date: 09/03/2019

Remit to: P.O. Box 93308  
Chicago, IL 60673-3308  
Rep: John Fischer  
Email: john.fischer@stryker.com  
Phone Number:  
Mobile: 847-989-4536

Price Totals:

Grand Total: \$27,120.64

Comments:

SHIPPING IS NO CHARGE. LEAD TIME  
APPROX 6-8 WEEKS. SPECIAL PRICING  
APPROVED BY B. ASCHOFF.

Prices: In effect for 60 days.

Terms: Net 30 Days

Ask your Stryker Sales Rep about our flexible financing options.

AUTHORIZED CUSTOMER SIGNATURE

**Deal Consummation:** This is a quote and not a commitment. This quote is subject to final credit, pricing, and documentation approval. Legal documentation must be signed before your equipment can be delivered. Documentation will be provided upon completion of our review process and your selection of a payment schedule.

**Confidentiality Notice:** Recipient will not disclose to any third party the terms of this quote or any other information, including any pricing or discounts, offered to be provided by Stryker to Recipient in connection with this quote, without Stryker's prior written approval, except as may be requested by law or by lawful order of any applicable government agency.

**Terms:** Net 30 days. FOB origin. A copy of Stryker Medical's standard terms and conditions can be obtained by calling Stryker Medical's Customer Service at 1-800-Stryker.

In the event of any conflict between Stryker Medical's Standard Terms and Conditions and any other terms and conditions, as may be included in any purchase order or purchase contract, Stryker's terms and conditions shall govern.

**Cancellation and Return Policy:** In the event of damaged or defective shipments, please notify Stryker within 30 days and we will remedy the situation. Cancellation of orders must be received 30 days prior to the agreed upon delivery date. If the order is cancelled within the 30 day window, a fee of 25% of the total purchase order price and return shipping charges will apply.



## Executive Summary

Date: June 20, 2019  
To: Operations & Administrative Committee  
Prepared by: Purchasing Department  
Subject: Resolution Awarding Joint Purchasing Painting Services

---

**County Code:** Winnebago County Purchasing Ordinance

**Background:**

Most Winnebago County owned facilities require some type of general interior and exterior painting services. The City of Rockford and the County of Winnebago requirements were jointly included in City bid #319-PW-029 for Joint Purchasing Painting Services. This project was part of the Chairman's Joint Purchasing Initiative with other local leaders.

Bid Opening took place on April 17, 2019 and there was only one responsive and responsible Bidder. The Winnebago County Purchasing Department and Facilities Engineer reviewed the bid results and agreed the award should go to Painting 4U.

All services shall be performed within specifications set by the State of Illinois, City of Rockford, County of Winnebago and State of Illinois Building Code guidelines.

**Contract Period:**

Initial contract will be for one year with four, one-year renewal options. Pricing may be adjusted annually if agreed to by both parties.

**Recommendation:**

Facilities Engineer, Shawn Franks, recommends the contract be awarded to Painting 4U to handle the County of Winnebago's painting services during the next five years.

Purchasing Department

404 Elm Street • Room 202 • Rockford, IL 61101

Website: [www.WinColl.us](http://www.WinColl.us)

**It is our mission to provide high quality services and promote a safe community for all people in Winnebago County.**



**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 AWARDING JOINT PURCHASING PAINTING SERVICES**

---

**WHEREAS**, the Code of Ordinances for the County of Winnebago, Illinois, provides as in Chapter 2, Article VI, Division 3, Section 2-357, of the Winnebago County Code sets forth the guidelines for the County's participation in governmental joint purchasing agreements, and pursuant to the Illinois Governmental Joint Purchasing Act (30 ILCS 525/0.01 et seq.) the County has reviewed the City of Rockford's Invitation for Bid # 319-PW-029 for Joint Purchasing Painting Services; and,

**WHEREAS**, various Winnebago County owned facilities need general interior and exterior painting services; and,

**WHEREAS**, the Operations & Administrative Committee of the County Board for the County of Winnebago, Illinois has reviewed the Bids received for the aforementioned project and recommends awarding the contract as follows:

**PAINTING 4U**  
**505 RIVERHILL COURT**  
**MACHESNEY PARK, IL 61115**

**See Bid Tab for Pricing (RESOLUTION EXHIBIT A)**

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

**VARIOUS ACCOUNTS**

**NOW, THEREFORE, BE IT RESOLVED**, that the County Board of the County of Winnebago, Illinois that the County Board Chairman is authorized to execute a contract award, on behalf of the County of Winnebago, with PAINTING 4U, 505 RIVERHILL COURT, MACHESNEY PARK, IL 61115.

**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, 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

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JOHN BUTITTA

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JEAN CROSBY

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JEAN CROSBY

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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.

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 EXHIBIT A****BID TAB****Bid On: PAINTING SERVICES 2019-REBID****Bid No: 419-PW-043****Opening: 04/17/2019**

<b>Vendor</b>	<b>EEO's</b>	<b>Journeyman Straight time (M-F up to 8 hrs.) Labor rate Per Hr.</b>	<b>Journeyman Overtime (M-F after 8 hrs.) Labor rate Per Hr.</b>	<b>Journeyman Overtime (Saturdays)</b>	<b>Journeyman Overtime (Sunday &amp; Holidays)</b>
<b>PAINTING 4U MACHESNEY PARK, IL</b>	X	100.00	150.00	150.00	200.00

<b>Vendor</b>	<b>Apprentice/Helper Straight time (M-F up to 8 hrs.) Labor rate Per Hr.</b>	<b>Apprentice/Helper Overtime (M-F after 8 hrs.) Labor rate Per Hr.</b>	<b>Apprentice/Helper Overtime (Saturdays)</b>	<b>Apprentice/Helper Overtime (Sunday &amp; Holidays)</b>
<b>PAINTING 4U MACHESNEY PARK, IL</b>	80.00	140.00	160.00	160.00

**Ø AWARD****\*Material Percent of Mark-Up    \_\_\_\_ 0 \_\_\_\_ %**



## Executive Summary

Date: June 20, 2019  
To: Operations & Administrative Committee  
Prepared by: Purchasing Department  
Subject: Resolution Awarding Joint Seal Coating Services

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**County Code:** Winnebago County Purchasing Ordinance

**Background:**

Many Winnebago County owned facilities require seal coating services, which consists of cleaning, crack filing, sealing and striping of pavement for parking lots, roadways, paths and other surfaces. The Rockford Park District and the County of Winnebago requirements were jointly included in RPD bid #19-2227 for Joint Purchasing Seal Coating Services. This project was part of the Chairman's Joint Purchasing Initiative with other local leaders.

Bid Opening took place on May 22, 2019 and there were a total of two responsive and responsible Bidders, see RESOLUTION EXHIBIT A (BID TAB) for pricing details. The Winnebago County Purchasing Department and Facilities Engineer reviewed the bid results and agreed the award should go to Hastings Asphalt Services, Inc.

**Contract Period:**

Contract will be for a one year term.

**Recommendation:**

Facilities Engineer, Shawn Franks, recommends the contract be awarded to Hastings Asphalt Services to handle the County of Winnebago's seal coating services needs during the next year.

Purchasing Department

404 Elm Street • Room 202 • Rockford, IL 61101

Website: [www.WinColl.us](http://www.WinColl.us)

*It is our mission to provide high quality services and promote a safe community for all people in Winnebago County.*

**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

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**RESOLUTION AWARDING JOINT SEAL COATING SERVICES**

---

**WHEREAS**, the Code of Ordinances for the County of Winnebago, Illinois, provides as in Chapter 2, Article VI, Division 3, Section 2-357, of the Winnebago County Code sets forth the guidelines for the County's participation in governmental joint purchasing agreements, and pursuant to the Illinois Governmental Joint Purchasing Act (30 ILCS 525/0.01 et seq.) the County has reviewed the Rockford Park District's Invitation for Bid # 19-2227 for Joint Purchasing Seal Coating Services; and,

**WHEREAS**, various Winnebago County owned facilities need seal coating services; and,

**WHEREAS**, the Operations & Administrative Committee of the County Board for the County of Winnebago, Illinois has reviewed the Bids received for the aforementioned project and recommends awarding the contract as follows:

**HASTINGS ASPHALT SERVICES, INC.**  
**PO BOX 87**  
**HARVARD, IL 60033**

**See Bid Tab for Pricing (RESOLUTION EXHIBIT A)**

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

**VARIOUS ACCOUNTS**

**NOW, THEREFORE, BE IT RESOLVED**, that the County Board of the County of Winnebago, Illinois that the County Board Chairman is authorized to execute a contract award, on behalf of the County of Winnebago, with HASTINGS ASPHALT SERVICES, INC., PO BOX 87, HARVARD, IL 60033.

**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, 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

# RESOLUTION EXHIBIT A

## BID TAB

Rockford Park District  
401 S. Main Street  
Rockford, IL 61101

Summary Bid No. 19-2227 2019 Joint Purchase of Seal Coating Services at Various Rockford Park District and Winnebago County Locations Opening: Wed., 5/22/19, 2:00 p.m.	Hastings Asphalt Services, Inc. Frankie Hastings PO Box 87 Harvard, IL 60033 (815) 648-9099 <a href="mailto:frankie@hastingsasphaltservices.com">frankie@hastingsasphaltservices.com</a>		SKC Construction, Inc. Jeffrey K. Bergquist PO Box 503 West Dundee, IL 60118 (847) 214-9800 <a href="mailto:jbergquist@skcconstruction.net">jbergquist@skcconstruction.net</a>	
Winnebago County Asphalt Seal Coating Base Bid	Unit Price	Total	Unit Price	Total
1. Hot Rubber Crack Fill, 2,500 LF	\$0.46	\$1,150.00	\$0.60	\$1,500.00
2. Hot Rubber Crack Fill, 5,000 LF	\$0.46	\$2,300.00	\$0.60	\$3,000.00
3. Seal Coat – First Coat Squeegee, 50,000 SF	\$0.09	\$4,300.00	\$0.09	\$4,250.00
4. Seal Coat – First Coat Squeegee, 150,000 SF	\$0.09	\$12,900.00	\$0.09	\$12,750.00
5. Seal Coat – Second Coat Spray, 50,000 SF	\$0.03	\$1,600.00	\$0.08	\$3,750.00
6. Seal Coat – Second Coat Spray 150,000 SF	\$0.03	\$4,800.00	\$0.08	\$11,250.00
7. Parking Stall Single Line Striping, 100 priced per stall	\$3.00	\$300.00	\$6.50	\$650.00
8. Parking Stall Single Line Striping, 250 priced per stall	\$3.00	\$750.00	\$6.50	\$1,625.00
9. Stripe Solid Single Center Line, 500 LF	\$0.46	\$230.00	\$0.39	\$195.00
10. Stripe ADA Stall and Access Isle, 1 priced per stall	\$3.00	\$3.00	\$32.50	\$32.50
11. ADA Sign and Post, 1 priced per sign	\$250.00	\$250.00	\$175.00	\$175.00
Total:	\$28,583.00		\$39,177.50	
Can meet completion date of October 15, 2019 for all locations?	Yes		Yes	
Statement of Warranty / Guarantee:	1 year		Material and workmanship	
Addendum(s) acknowledged?	Yes		Yes	
References Provided?	Yes		Yes	

**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

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

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

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

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

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

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



Respectfully Submitted,  
**OPERATIONS & ADMINISTRATIVE  
COMMITTEE**

**AGREE**

**DISAGREE**

---

KEITH MCDONALD, CHAIRMAN

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KEITH MCDONALD, CHAIRMAN

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JEAN CROSBY

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JEAN CROSBY

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JOHN BUTITTA

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JOHN BUTITTA

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JOE HOFFMAN

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JOE HOFFMAN

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DOROTHY REDD

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DOROTHY REDD

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JAIME SALGADO

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JAIME SALGADO

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PAUL ARENA

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PAUL ARENA

The above and foregoing Resolution was adopted by the County Board of the  
County of Winnebago, Illinois this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

ATTESTED BY:

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

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

**From:** Paul Arena  
**Sent:** Thursday, June 13, 2019 9:12 AM  
**To:** Carla Paschal  
**Subject:** Fw: Question re sale in error  
**Attachments:** Section 21-310.pdf; Section 22-35.pdf

Hi Carla,

We need copies of the two attachments and the content of Bill's explanation.

Paul Arena  
Winnebago County Board District 7  
PArena@Wincoil.us  
815-243-2924

---

**From:** William Emmert  
**Sent:** Tuesday, April 30, 2019 5:53 PM  
**To:** Paul Arena  
**Cc:** David Kurlinkus  
**Subject:** FW: Question re sale in error

Paul –

Pursuant to our discussions the changes I made are intended to:

[1] Protect the governmental bodies from waiving their liens for essentially nothing. For example, consider the situation of a governmental body waiving its lien with the hope of encouraging a taxbuyer to take title to a parcel of property (or to prevent the taxbuyer from getting a sale in error declaration), but the taxbuyer nevertheless decides to not take title and instead lets his certificate of purchase expire. In this situation the end result would be that the original owner (the person who caused the liens to be placed on the property in the first place) would still own the property (no tax deed having been issued divesting ownership) and the liens against that owner's property would now be released. By adding language that the governmental entity can prevent a sale in error by agreeing to waive its liens upon the issuance of a tax deed, the governmental body can protect itself from releasing liens in situations in which title is not ultimately transferred. The lien will only be released if a tax deed is taken (new ownership occurs).

[2] Reduce the number of sales in error which are declared. As we know, whenever a sale in error is declared the taxes which were distributed to the taxing bodies from the money paid by the taxbuyer at the tax sale must be returned to the taxbuyer. By requiring the taxbuyer to give the governmental bodies notice of the

sale in error application (petition), the taxing body can protect itself and the other taxing bodies from having to refund the taxes previously received by waiving its lien and preventing a sale in error being declared based on a police and welfare power lien. As we know, most sale in error declarations in Winnebago County are based on police and welfare power liens.

[3] Make sure the county collector has advance notice of sale in error applications so the collector has an opportunity to object to sales in error being granted when insufficient proof is presented by the taxbuyer.

[4] Make the taxbuyers file their applications for sales in error earlier. If a sale in error is declared prior to ~ September 5<sup>th</sup>, the county collector will be able to process the sale in error refund and then include those now again delinquent taxes in the current year's upcoming tax sale. If a sale in error is processed after the county collector publishes for the current year's tax sale, the taxes refunded on the sale in error and now again delinquent cannot be included in the current year's tax sale. In this latter instance, if that new taxbuyer does eventually obtains a tax deed the taxes which once again became delinquent due to the sale in error, but were not included in the purchase price for the new taxbuyer's certificate of purchase, may merge into the tax deed and have to be refunded upon the issuance of the tax deed.

Bill Emmert

William Don Emmert  
Deputy State's Attorney  
400 West State Street, Suite 804  
Rockford, Illinois 61101  
815/319-4708  
[wemmert@co.winnebago.il.us](mailto:wemmert@co.winnebago.il.us)

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Sec. 21-310. Sales in error.

(a) When, upon application of the county collector, the owner of the certificate of purchase, or a municipality which owns or has owned the property ordered sold, it appears to the satisfaction of the court which ordered the property sold that any of the following subsections are applicable, the court shall declare the sale to be a sale in error:

(1) the property was not subject to taxation, or all or any part of the lien of taxes sold has become null and void pursuant to Section 21-95 or unenforceable pursuant to subsection (c) of Section 18-250 or subsection (b) of Section 22-40,

(2) the taxes or special assessments had been paid prior to the sale of the property,

(3) there is a double assessment,

(4) the description is void for uncertainty,

(5) the assessor, chief county assessment officer, board of review, board of appeals, or other county official has made an error (other than an error of judgment as to the value of any property),

(5.5) the owner of the homestead property had tendered timely and full payment to the county collector that the owner reasonably believed was due and owing on the homestead property, and the county collector did not apply the payment to the homestead property; provided that this provision applies only to homeowners, not their agents or third-party payors,

(6) prior to the tax sale a voluntary or involuntary petition has been filed by or against the legal or beneficial owner of the property requesting relief under the provisions of 11 U.S.C. Chapter 7, 11, 12, or 13,

(7) the property is owned by the United States, the State of Illinois, a municipality, or a taxing district, or

(8) the owner of the property is a reservist or guardsperson who is granted an extension of his or her due date under Sections 21-15, 21-20, and 21-25 of this Act.

(b) When, upon application of the owner of the certificate of purchase only, it appears to the satisfaction of the court which ordered the property sold that any of the following subsections are applicable, the court shall declare the sale to be a sale in error:

(1) A voluntary or involuntary petition under the provisions of 11 U.S.C. Chapter 7, 11, 12, or 13 has been filed subsequent to the tax sale and prior to the issuance of the tax deed.

(2) The improvements upon the property sold have been substantially destroyed or rendered uninhabitable or otherwise unfit for occupancy subsequent to the tax sale and prior to the issuance of the tax deed; however, if the court declares a sale in error under this paragraph (2), the court may order the holder of the certificate of purchase to assign the certificate to the county collector if requested by the county collector. The county collector may, upon request of the county, as trustee, or upon request of a taxing district having an interest in the taxes sold, further assign any certificate of purchase

received pursuant to this paragraph (2) to the county acting as trustee for taxing districts pursuant to Section 21-90 of this Code or to the taxing district having an interest in the taxes sold.

(3) There is an interest held by the United States in the property sold which could not be extinguished by the tax deed.

(4) The real property contains a hazardous substance, hazardous waste, or underground storage tank that would require cleanup or other removal under any federal, State, or local law, ordinance, or regulation, only if the tax purchaser purchased the property without actual knowledge of the hazardous substance, hazardous waste, or underground storage tank. This paragraph (4) applies only if the owner of the certificate of purchase has made application for a sale in error at any time before the issuance of a tax deed.

~~Whenever a court declares a sale in error under this subsection (b), the court shall promptly notify the county collector in writing.~~ Every such declaration pursuant to any provision of this subsection (b) shall be made within the proceeding in which the tax sale was authorized.

(c) A court shall not declare a sale of property to be a sale in error upon the application of the owner of the certificate of purchase under subsections (a) or (b) of this Section unless the owner of the certificate of purchase has given the county collector written notice of the filing of the application for the declaration of a sale in error at least 60 days prior to the court ruling on the application, unless the county collector waives the required advance notice.

(ed) When the county collector discovers, prior to the expiration of the period of redemption, that a tax sale should not have occurred for one or more of the reasons set forth in subdivision (a)(1), (a)(2), (a)(6), or (a)(7) of this Section, the county collector shall notify the last known owner of the certificate of purchase by certified and regular mail, or other means reasonably calculated to provide actual notice, that the county collector intends to declare an administrative sale in error and of the reasons therefor, including documentation sufficient to establish the reason why the sale should not have occurred. The owner of the certificate of purchase may object in writing within 28 days after the date of the mailing by the county collector. If an objection is filed, the county collector shall not administratively declare a sale in error, but may apply to the circuit court for a sale in error as provided in subsection (a) of this Section. Thirty days following the receipt of notice by the last known owner of the certificate of purchase, or within a reasonable time thereafter, the county collector shall make a written declaration, based upon clear and convincing evidence, that the taxes were sold in error and shall deliver a copy thereof to the county clerk within 30 days after the date the declaration is made for entry in the tax judgment, sale, redemption, and forfeiture record pursuant to subsection (d) of this Section. The county collector shall promptly notify the last known owner of the certificate of purchase of the

declaration by regular mail and shall promptly pay the amount of the tax sale, together with interest and costs as provided in Section 21-315, upon surrender of the original certificate of purchase.

(~~de~~) If a sale is declared to be a sale in error, the county clerk shall make entry in the tax judgment, sale, redemption and forfeiture record, that the property was erroneously sold, and the county collector shall, on demand of the owner of the certificate of purchase, refund the amount paid, pay any interest and costs as may be ordered under Sections 21-315 through 21-335, and cancel the certificate so far as it relates to the property. The county collector shall deduct from the accounts of the appropriate taxing bodies their pro rata amounts paid. Alternatively, for sales in error declared under subsection (b)(2), the county collector may request the circuit court to direct the county clerk to record any assignment of the tax certificate to or from the county collector without charging a fee for the assignment. The owner of the certificate of purchase shall receive all statutory refunds and payments. The county collector shall deduct costs and payments in the same manner as if a sale in error had occurred.

Sec. 22-35. Reimbursement of a county or municipality before issuance of tax deed. (a) Except in any proceeding in which the tax purchaser is a county acting as a trustee for taxing districts as provided in Section 21-90, an order for the issuance of a tax deed under this Code shall not be entered affecting the title to or interest in any property in which a county, city, village or incorporated town has an interest under the police and welfare power by advancements made from public funds, until the purchaser or assignee makes reimbursement to the county, city, village or incorporated town of the money so advanced or the county, city, village, or town waives, or agrees to waive, its lien on the property for the money so advanced. However, in lieu of reimbursement or waiver, the purchaser or his or her assignee may make application for and the court shall order that the tax purchase be set aside as a sale in error, except as otherwise provided below.

(b) No application for the declaration of a sale in error may be adjudicated by the court under this Section prior to the party seeking the sale in error submitting a written request to the clerk of the county, city, village, or incorporated town for a waiver of the lien held by the county, city, village, or incorporated town under its police and welfare powers on the property in question.

(c) A court shall not declare a sale of any property be set aside as a sale in error pursuant to this Section if all liens in favor of a county, city, village, or incorporated town arising out of the expenditure of public funds under police and welfare powers are released, or the county, city, village, or incorporated town files a written statement with the court that it will release its police and welfare power liens upon the issuance of a tax deed to the property in question, within 60 days after receipt by the respective clerk of the purchaser's or assignee's request for a waiver of lien under subsection (b) of this Section.

(d) A party making an application for the declaration of a sale in error under this Section must give the county collector at least 60 days advance written notice of the date, time, and place of the initial hearing at which the court will be requested to declare the sale of the property be set aside as a sale in error, unless the county collector waives the required advance notice.

(e) A filing or appearance fee shall not be required of a county, city, village or incorporated town seeking to enforce its claim under this Section in a tax deed proceeding.

# **PUBLIC WORKS COMMITTEE**



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

**19-CR-**

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

**RESOLUTION AUTHORIZING THE EXECUTION OF AN  
INTERGOVERNMENTAL AGREEMENT BETWEEN THE  
COUNTY OF WINNEBAGO AND THE ROCKFORD PARK DISTRICT TO PROVIDE  
JOINT MAINTENANCE AND ENGINEERING SERVICES**

**WHEREAS** the DISTRICT does not employ a sufficient number of qualified staff to perform necessary maintenance and engineering services for the DISTRICT; and

**WHEREAS** the COUNTY does not employ sufficient numbers of qualified staff to perform such necessary tasks as lawn maintenance and tree trimming for the COUNTY; and

**WHEREA**, the DISTRICT requests the COUNTY and the COUNTY requests the DISTRICT to provide the necessary services for each that each does not have qualified staff to perform; and

**WHEREAS** the COUNTY agrees to the DISTRICT'S and the DISTRICT agrees with the COUNTY'S request that each provide such services for each and other related tasks as set forth in this AGREEMENT, limited to those services which can be performed by COUNTY staff and DISTRICT staff; and

**WHEREAS** the COUNTY by virtue of its powers as set forth in the Counties Code 55 ILCS 5/1-1001 *et seq.*, is authorized to enter into this AGREEMENT; and

**WHEREAS** Section 10 of Article VII of the Illinois Constitution of 1970, and the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*, enable the parties to enter into agreements among themselves and provide authority for intergovernmental cooperation; and

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

**WHEREAS** there is a long relationship of cooperation between the COUNTY and DISTRICT regarding such work.

**NOW THEREFORE BE IT RESOLVED** by the County Board of the County of Winnebago, Illinois that the County Board Chairman is authorized to execute on behalf of the County of Winnebago the attached Intergovernmental Agreement with the Rockford Park District to provide joint maintenance and engineering services in the form substantially as attached hereto.

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

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

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

Respectfully submitted,  
PUBLIC WORKS COMMITTEE

AGREE

DISAGREE



\_\_\_\_\_  
Dave Tassoni, Chairman

\_\_\_\_\_  
Dave Tassoni, Chairman

\_\_\_\_\_  
Burt Gerl

\_\_\_\_\_  
Burt Gerl



\_\_\_\_\_  
Dave Boomer

\_\_\_\_\_  
Dave Boomer



\_\_\_\_\_  
Dave Kelley

\_\_\_\_\_  
Dave Kelley



\_\_\_\_\_  
Jim Webster

\_\_\_\_\_  
Jim Webster

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

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

ATTEST:

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

**INTERGOVERNMENTAL COOPERATIVE AGREEMENT BETWEEN THE  
COUNTY OF WINNEBAGO AND THE ROCKFORD PARK DISTRICT TO PROVIDE  
JOINT MAINTENANCE AND ENGINEERING SERVICES**

**THIS INTERGOVERNMENTAL AGREEMENT** ("AGREEMENT") is entered into this 14<sup>th</sup> day of May, 2019 by and between the County of Winnebago, a body corporate and politic of the State of Illinois, (hereinafter referred to as "COUNTY"), and the Rockford Park District, an Illinois body politic, (hereinafter referred to as "DISTRICT").

**WITNESSETH:**

**WHEREAS** the DISTRICT does not employ a sufficient number of qualified staff to perform necessary civil engineering/highway type services for the DISTRICT; and

**WHEREAS** the COUNTY does not employ sufficient numbers of qualified staff to perform such necessary horticultural/landscaping type services for the COUNTY; and

**WHEREAS**, the DISTRICT requests the COUNTY and the COUNTY requests the DISTRICT to provide the necessary services for each that each does not have qualified staff to perform; and

**WHEREAS** the COUNTY agrees to the DISTRICT'S and the DISTRICT agrees with the COUNTY'S request that each provide such services for each and other related tasks as set forth in this AGREEMENT, limited to those services which can be performed by COUNTY staff and DISTRICT staff; and

**WHEREAS** the COUNTY by virtue of its powers as set forth in the Counties Code 55 ILCS 5/1-1001 *et seq.*, is authorized to enter into this AGREEMENT; and

**WHEREAS** Section 10 of Article VII of the Illinois Constitution of 1970, and the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*, enable the parties to enter into agreements among themselves and provide authority for intergovernmental cooperation; and

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

**WHEREAS** there is a long relationship of cooperation between the COUNTY and DISTRICT regarding such work.

**NOW THEREFORE**, in consideration of the aforementioned recitals and mutual covenants contained herein, the DISTRICT and COUNTY hereto agree as follows:

- I. RECITALS.** The above recitals are hereby incorporated as if fully stated herein.

## **II. TERMS OF AGREEMENT.**

- A. COUNTY AGREES:** that the COUNTY shall provide, at the specific written request of the DISTRICT, all labor, materials, services and equipment necessary to provide certain civil engineering/highway services as requested, the cost of which shall be determined and agreed upon by both parties before any work is performed.
- B. DISTRICT AGREES:** that the DISTRICT shall provide, at the specific written request of the COUNTY, all labor, materials and equipment necessary to provide certain maintenance and horticultural services as requested, the cost of which shall be determined and agreed upon by both parties before any work is performed.
- C. MUTUALLY AGREES:** that the DISTRICT and the COUNTY may trade services of an equal value, the value based upon the cost to the entity of the labor, equipment and material used for the service provide.
- D. MUTUALLY AGREES:** to the fullest extent permitted by law, each Party shall indemnify, defend and hold harmless the other Party, its elected and appointed officers, officials, employees, volunteers and agents (collectively, the "Indemnitees"), from and against any and all claims, damages, losses and expenses, including but not limited to legal fees (attorney's and paralegal fees and court costs) incurred by any of the Indemnitees by injuries to persons or for damage, destruction or theft of property arising out of or resulting from any activity, act or omission of the indemnifying Party ("Indemnitor"), or of any employee, agent, contractor or volunteer of the Indemnitor, but only to the extent caused in whole or part by any wrongful or negligent act or omission of the Indemnitor.

## **III. EFFECTIVE DATES.**

### **A. LENGTH OF CONTRACT**

This AGREEMENT shall commence on the date of execution by both of the parties hereto and shall terminate on September 30, 2020. This agreement shall automatically renew annually unless either party terminates in writing.

### **B. TERMINATION**

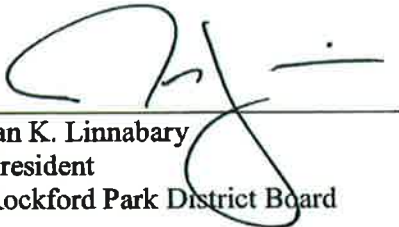
This AGREEMENT may be terminated by either party upon giving notice in writing.

## **IV. SUCCESSORS AND ASSIGNS.** This AGREEMENT shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

## **V. EXTENT OF AGREEMENT.** This AGREEMENT represents the entire and integrated AGREEMENT between the DISTRICT and COUNTY and supersedes all prior negotiations and representations, either written or oral. None of the provisions of this AGREEMENT may be waived, changed, or modified except by an instrument in writing signed by both parties.


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

**Rockford Park District, an  
Illinois body politic.**



Ian K. Linnabary  
President  
Rockford Park District Board

**The County of Winnebago, an  
Illinois body politic and corporate.**




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

Attest:



Jack L. Armstrong  
Secretary  
Rockford Park District Board

Attest:



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

**BOARD APPROVED**

**MAY 14 2019**

**Rockford Park District  
Board of Commissioners**

## **ROCKFORD PARK DISTRICT**

### **RESOLUTION 2019-R-05**

#### **Authorization to Execute an Intergovernmental Agreement between the County of Winnebago and the Rockford Park District**

**WHEREAS**, the Rockford Park District (hereinafter "District") is a duly constituted public agency of the State of Illinois, and is a municipal corporation; and

**WHEREAS**, the Winnebago County (hereinafter "County") by virtue of its powers as set forth in the Counties Code 55 ILCS 5/1-1001 et seq., is authorized to enter into this agreement; and

**WHEREAS**, the District requests the County and the County requests the District to provide the necessary services for each that each does not have qualified staff to perform; and

**WHEREAS** Section 10 of Article VII of the Illinois Constitution of 1970, and the Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq., enable the parties to enter into agreements among themselves and provide authority for intergovernmental cooperation; and

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

**WHEREAS**, there is a long relationship of cooperation between the County and District regarding such work.

**NOW THEREFORE**, it is agreed:

1. The parties should enter into an Intergovernmental Agreement to provide joint maintenance and engineering services.
2. The Intergovernmental Agreement defines respective areas of responsibility and the financial obligations of the parties;
3. The County will invoice the District for its share of costs and District will invoice County for its share of costs related to services provided;
4. Staff is authorized to enter into the Intergovernmental Agreement with the County. Rockford Park District is hereby authorized to sign, execute and deliver the agreement known as the "Intergovernmental Cooperative Agreement between the County of Winnebago and the Rockford Park District to provide Joint Maintenance and Engineering Services" and thereby enter into agreement with County.

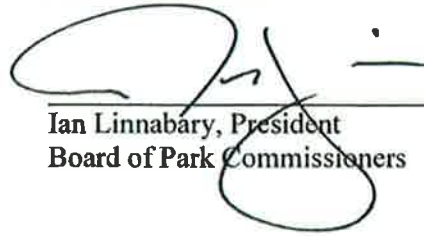
Passed at a regular monthly meeting of said Board of Park Commissioners of said Rockford Park District this 14th day of May, 2019.

Ayes 5

Nays 0

Absent 0

APPROVED:



Ian Linnabary, President  
Board of Park Commissioners

ATTEST:



Jack Armstrong, Secretary  
Board of Park Commissioners

**BOARD APPROVED**

**MAY 14 2019**

Rockford Park District  
Board of Commissioners



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

**19-CR-**

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

**RESOLUTION AUTHORIZING THE EXECUTION OF A MEMBERSHIP  
AGREEMENT WITH JULIE, INC, TO NOTIFY THE WINNEBAGO COUNTY  
WATERWORKS SYSTEM OF POSSIBLE EXCAVATIONS (SECTION 16-00645-00-ES)**

**WHEREAS**, the County of Winnebago, Illinois and the Village of New Milford entered into an Intergovernmental Agreement, hereinafter referred to as “IGA”, dated June 26, 2012, along with the Village of Cherry Valley, Illinois relating to the I-39/Baxter Road Redevelopment Project Area; and

**WHEREAS**, pursuant to the terms of the IGA the County of Winnebago, Illinois formed a Waterworks System to provide water service to the Redevelopment Project Area along Baxter Road east of I-39; and

**WHEREAS**, pursuant to 220 ILCS 50/2.2 of the “Illinois Underground Facilities Damage Prevention Act” (220 ILCS 50/1 *et seq.*) (the “Act”), the Winnebago County Waterworks System is by definition an “underground utility facility”; and

**WHEREAS**, pursuant to section 50/3 of the Act, the owners of underground utility facilities shall join the State-Wide One-Call Notice System otherwise known as JULIE, INC.; and

**WHEREAS**, in order to protect the County’s Waterworks System and comply with provisions of the Act, it would be appropriate to enter into the attached Membership Agreement with JULIE, INC. to provide utility locating information for excavators, through JULIE’s one-call messaging service intending to protect the Winnebago County Waterworks System and for the safety of the people working or living near the County’s Waterworks System.

**NOW THEREFORE BE IT RESOLVED** by the County Board of the County of Winnebago, Illinois that the County Board Chairman is authorized to execute on behalf of the County of Winnebago the attached Membership Agreement with JULIE, INC., provided said Agreement is as substantially attached hereto; and

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

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

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

Respectfully submitted,  
PUBLIC WORKS COMMITTEE

AGREE

DISAGREE



Dave Tassoni, Chairman

\_\_\_\_\_

Dave Tassoni, Chairman

\_\_\_\_\_

Burt Gerl

\_\_\_\_\_

Burt Gerl



Dave Boomer

\_\_\_\_\_

Dave Boomer



Dave Kelley

\_\_\_\_\_

Dave Kelley



Jim Webster

\_\_\_\_\_

Jim Webster

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

\_\_\_\_\_

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

ATTEST:

\_\_\_\_\_

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

## **MEMBERSHIP AGREEMENT**

Agreement made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between JULIE, INC., an Illinois not-for-profit corporation with its principal office at 3275 Executive Drive, Joliet, IL 60431 (hereinafter the "corporation") and \_\_\_\_\_, a \_\_\_\_\_ corporation with its principal office at \_\_\_\_\_ (hereinafter called the "member").

WHEREAS, the corporation has been formed as an Illinois General Not-for-Profit Corporation to establish facilities to receive and transmit information to and from persons, firms, corporations and other entities intending to undertake activities which might interfere with or damage the facilities of members of the corporation or others and such activities to include but not be limited to excavating, drilling, blasting or otherwise disturbing the subsurface of the earth and to forward information to the members of the corporation who have facilities which might be affected by the proposed activities; and

WHEREAS, the member has such facilities and therefore wishes to become a member of the corporation:

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

### **ARTICLE I**

1.1 The member accepts and agrees to be bound by the terms and conditions of the Articles of Incorporation, the By-Laws and the Operating Rules and Regulations of the corporation, as the same shall be in effect from time to time.

### **ARTICLE II**

2.1 Each member shall be individually and solely responsible for taking such

action as it, in its sole discretion, may deem necessary to protect its respective underground or other facilities and to prevent interruption of its respective service to the public.

2.2 Nothing in this Agreement shall prevent any member from seeking recovery against the party (including any other member of the corporation) who caused or was responsible for the loss or damage to the member's underground or other facilities or for any other claim or injury except that the member hereby waives any right to recover against the corporation, its directors, officers and employees. It is also expressly understood that neither this Agreement nor the By-Laws is intended to, nor shall either be construed as, altering or affecting the rights and obligations of, or creating additional liability for, any member in its capacity as a supplier of utility service, whether to the corporation or any other member, or in its capacity as a licensor, licensee, franchisor or franchisee of any other member.

2.3 The directors, officers and employees of the corporation shall be indemnified by the corporation as provided for in Article XV of the By-Laws and shall not be personally liable to any member for any loss or damage incurred by any member as a result of any action or failure to act, except as a result of any action or failure to act which would preclude indemnification under said Article XV on the part of the corporation.

2.4 Each member shall be individually and solely responsible for locating and marking its own underground facilities pursuant to telecommunication notification by the corporation. Further, to the fullest extent permitted by law, each member shall indemnify the corporation and hold harmless the corporation from and against any and all damages, fines, civil penalties, lawsuits, claims, demands, liabilities, losses, costs and expenses,

including attorneys' fees and administrative expenses, that may arise, or be alleged to have arisen, out of or in connection with such member's performance of, or failure to perform, any work, obligation or service undertaken by, or imposed herein upon, such member, or any part thereof, whether or not due or claimed to be due in whole or in part to the active, passive or concurrent negligence or fault of such member, including without limitation damages, fines, civil penalties, claims, demands, liabilities, losses, costs and expenses for or on account of bodily injury, sickness, disease or death sustained by any person or persons or injury or damage to, or loss or destruction of, any property, or any act or omission of such member, its officers, agents or employees.

2.4.1 Where more than one member is obligated to indemnify and hold harmless the corporation pursuant to Section 2.4 above in connection with an occurrence for which indemnification and hold harmless protection is sought, such members shall provide indemnification and hold harmless protection to the corporation in the ratios set forth in Section 2.5 below.

2.4.2 Where more than one member is obligated to indemnify and hold harmless the corporation pursuant to Section 2.4 above in connection with an occurrence for which indemnification and hold harmless protection is sought and any such member fails to fulfill its obligation under Section 2.4.1, then the other members obligated to indemnify and hold harmless the corporation pursuant to Section 2.4 above shall be responsible for such obligation in the ratios set forth in Section 2.6 below, provided, such other obligated members shall have the right to pursue at law, equity and otherwise all available remedies (including but not limited to, by way of subrogation, the corporation's right to indemnification under Section 2.4 above) to enforce the obligation of the failing member

to the extent that said other obligated members have paid amounts in excess of their obligations under Section 2.4.1.

2.5. This Membership Agreement specifically recognizes and affirms that all municipal members' liability for indemnification of the directors, officers or employees of the corporation or for indemnification of any other member or officer, agent, or employee of that member is limited to claims arising as a result of the acts or omissions of the municipality or its officers, agents, or employees arising out of the operations of the municipality's underground utility facilities.

2.5.1 Further, no additional liability for a municipal member in relation to any other member with which the municipal member may have entered into a franchise agreement is hereby created by signing and entering into this Membership Agreement.

2.5.2 If any municipal member's liability for indemnification under a franchise agreement is narrower than the indemnification provisions as provided by this Membership Agreement, then the terms of the franchise agreement shall control.

2.5.3 Notwithstanding anything to the contrary contained within this Membership Agreement, the By-Laws and the Operating Rules and Regulations of JULIE, Inc., the Illinois State Statute found at 220 ILCS 50/11.5 shall be applicable and shall control the rights of JULIE, Inc. and any municipal member.

2.6 The votes of each member (determined in accordance with ARTICLE III. Members, SECTION 3. Voting Rights, of the By-Laws, and made a part of this Agreement) as of the time of the incident which is the subject matter of a claim shall be used to determine the ratios set forth in this section.

The ratio for each member shall be a fraction the numerator of which is his vote as

determined in the prior paragraph and the denominator of which is the sum of the votes of all members who are providing indemnification and hold harmless protection to the corporation. (For instance, in the prior paragraph if there are three members providing indemnification and hold harmless protection to the corporation and two are entitled to cast 50,000 votes each and one 25,000 the respective fractions would be:

$$\frac{50,000}{125,000} \quad \frac{50,000}{125,000} \quad \text{and} \quad \frac{25,000}{125,000} \quad \text{or} \quad \frac{2}{5} \quad \frac{2}{5} \quad \text{and} \quad \frac{1}{5}$$

### ARTICLE III

3.1 Each member shall secure and maintain in force during the term of this Agreement Comprehensive General Liability Insurance, including Contractual Liability insurance. Such insurance shall be in such form, in such amounts, and with such companies as are acceptable to the corporation and is in accordance with the standards set forth in the Operating Rules and Regulations of the corporation. A certification evidencing such insurance shall be filed with the corporation before this Membership Agreement shall become effective and shall provide evidence that the policy has been endorsed to provide thirty (30) days', notice of cancellation or change thereof. Said insurance requirements may be waived at the discretion of the corporation.

### ARTICLE IV

4.1 This Agreement is made pursuant to and shall be governed by the laws of the State of Illinois applicable to agreements made and to be entirely performed within such State.

4.2 In the event that any provision of this Agreement or the application of such provision to any party or circumstance, shall be held to be invalid or unenforceable, the

remainder of this Agreement, or the application of such provision to parties or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby.

4.3 No waiver at any time by any party hereto of its rights with respect to any other party, or with respect to any other matter arising in connection with this Agreement, shall be considered a waiver with respect to any other default or matter.

4.4 Any amendment to this Agreement shall be in writing and shall be made by a change in the Articles of Incorporation or By-Laws of the corporation.

4.5 Except as otherwise provided, this Agreement shall be effective as of the day and year first above written. Subject to the provisions of Section 4.6, this Agreement may be terminated by any member after the effective date hereof by thirty days written notice to the corporation and each member.

4.6 No termination of this Agreement, shall discharge the member of (1) any obligation it owes any other party indemnified herein by reason of any transaction, loss, cost, damage, expense or liability or, (2) any other obligation under this Agreement including but not limited to the obligation to pay its bills from the corporation, which shall occur or arise (or the circumstances, events or basis of which shall occur or arise) prior to such termination, whether the same be known or unknown at the time of such termination.



MEMBERSHIP AGREEMENT = JULIE, INC.  
AMENDED – July 1, 2013

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day  
and year first above written.

<b><u>JULIE, INC.</u></b>	
ATTEST:	JULIE, INC.
_____	BY: _____
WITNESS	PRESIDENT
JULIE, INC., FEDERAL TAX IDENTIFICATION NO.: 36-2944012	

<b><u>MEMBER</u></b>	
ATTEST:	MEMBER
_____	BY: _____
WITNESS	Its: _____ (Your Title)
YOUR FEDERAL TAX IDENTIFICATION NO.: _____	

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

**19-CR-**

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

**RESOLUTION APPROVING AN AGREEMENT BETWEEN  
THE COUNTY OF WINNEBAGO AND REGION 1 PLANNING COUNCIL  
TO UPDATE WINNEBAGO COUNTY'S MULTI-HAZARD MITIGATION PLAN**

**WHEREAS**, the Disaster Mitigation Act (DMA) of 2000 (Public Law 106-390) requires local governments to develop and adopt pre-disaster mitigation plans in order to minimize property damage and the risk to public health and safety of a natural or man-made disaster; and

**WHEREAS**, a Federal Emergency Management Agency ("FEMA") approved plan makes Winnebago County, Illinois eligible for FEMA Pre-Disaster Mitigation and Hazard Mitigation Grant programs. The plan assesses risk and vulnerabilities and identifies and prioritizes mitigation projects. FEMA requires the plan to be updated every five years to maintain eligibility for grants; and

**WHEREAS**, Region 1 Planning Council ("RPC"), a special-purpose, regional government agency providing collaborative planning in Northern Illinois, of which Winnebago County, Illinois ("County") is a standing member, is willing to work with County representatives to update the Winnebago County, Illinois, Multi-Hazard Mitigation Plan ("Plan") and produce a FEMA and Illinois Emergency Management Agency ("IEMA") approved Plan for the County; and

**WHEREAS**, for services rendered in assisting the County in producing a FEMA and IEMA approved Plan, RPC shall deduct some of the County's RPC membership hours already accumulated for fiscal year 2020; and

**WHEREAS**, it would be in the public interest to enter into the attached Professional Services Agreement with Region 1 Planning Council to update the Winnebago County, Illinois, Multi-Hazard Mitigation Plan.

**NOW THEREFORE BE IT RESOLVED** by the County Board of the County of Winnebago, Illinois that the County Board Chairman is authorized to execute on behalf of the County of Winnebago the attached Professional Services Agreement with Region 1 Planning Council, provided said agreement is as substantially attached hereto; and

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


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

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

Respectfully submitted,  
**PUBLIC WORKS COMMITTEE**

**AGREE**

**DISAGREE**

  
\_\_\_\_\_  
Dave Tassoni, Chairman

\_\_\_\_\_  
Dave Tassoni, Chairman

  
\_\_\_\_\_  
Dave Boomer

\_\_\_\_\_  
Dave Boomer

\_\_\_\_\_  
Bert Gerl

\_\_\_\_\_  
Bert Gerl

  
\_\_\_\_\_  
Dave Kelley

\_\_\_\_\_  
Dave Kelley

  
\_\_\_\_\_  
Jim Webster

\_\_\_\_\_  
Jim Webster

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

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

ATTEST:

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



## PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (the "Agreement") is made and entered into this \_\_\_\_\_ day of, \_\_\_\_\_, 2019, (the "Effective Date") by and between **Region 1 Planning Council ("RPC")** and **Winnebago County ("Client")**.

WHEREAS, Client wishes to obtain the professional services of RPC; and,

WHEREAS, RPC has the knowledge, skill, and capability to perform such services for Client.

NOW THEREFORE, in consideration of the foregoing, RPC agrees to provide services to Client under the terms and conditions of this Agreement.

1. **Services.** Client hereby retains RPC to provide planning services ("Services") as follows:

(a) **Purpose:** RPC staff shall work with designated Client representatives to update the **Winnebago County Multi-Hazard Mitigation Plan**.

(b) **Scope:** Work on updating the Winnebago County Multi-Hazard Mitigation Plan shall include project management, stakeholder and public coordination and input, research and analysis, plan development, submission, and presentation. The plan will be completed to meet standards and guiding principles established by the Federal Emergency Management Agency (FEMA) Mitigation Planning requirement 44 CFR 201.6(d)(1), and to meet standards of the Illinois Emergency Management Agency (IEMA) including:

- Communication with FEMA for the completion of and response to the Regulation Checklist, Plan Assessment, and Multi-Jurisdiction Summary Sheet
- Open and public involvement of stakeholders and the public to foster partnership, promote resiliency and sustainability, reduce costs of disaster mitigation, and ensure the plan meets the guide the plan and meet FEMA requirements.
- Hazard identification and risk assessment including the type, location, and extent of all natural hazards that affect the jurisdiction, both previous and probability of future occurrences and their community impact.
- Mitigation strategy to reduce the potential losses identified in the risk assessment, based on existing authorities, policies, programs, and resources, and the jurisdictions ability to expand on and improve existing tools.
- Updates to reflect changes in development, progress in local mitigation efforts, and changes in priorities.
- Submission for initial review and coordination by the FEMA regional office.
- Submission for initial review and coordination by the IEMA regional office.
- Presentation to the governing body for approval.
- Submission for final review and approval by IEMA/FEMA.

(c) **Completion Date:** Services to be performed under this Agreement shall be completed no later than

**December 11, 2019.**

Materials required by RPC from Client to complete the proposal will be requested in writing (via email). Information required to meet the plan deadlines will be provided by Client to the RPC on a timely basis. Without timely reply, RPC cannot guarantee timely completion of the plan to meet submission deadlines.

Information requested by RPC more than 72 business hours before the plan deadline, not returned to the RPC by Client a minimum of 48 business hours prior to the specific plan deadline, may require labor overtime. In such cases, time worked between the delivery of required information and the deadline will be billed at a rate of time and a half.

- (d) Estimated Cost per Hour and Hours: In exchange for the Services provided by RPC to the Client under the terms of this Agreement, RPC shall deduct the Client's RPC membership hours already accumulated for fiscal year 2020 according to the table immediately below for work performed:

Services	Hours	Cost Per Hour	Total
Project Management, Research, and Development through December 11, 2019	160-240	<i>Billed against FY20 Membership Hours</i>	
<b>Total Maximum</b>	<i>240 hours</i>	<i>Not to exceed billable hours available</i>	

If for any reason more time is needed to prepare and submit the plan, RPC shall inform Client of the reason for the deviation, the estimated amount of additional time needed, and the associated membership hour difference as soon the need for the change is known. Client will be afforded the opportunity to amend this agreement to accommodate the change or to cancel the project with no further obligation to RPC for any additional services rendered.

Client agrees that the number of hours needed to complete the plan will depend on the quantity, quality, and relevance of materials furnished by Client to RPC staff. Accordingly, the more information provided to RPC by Client, the less time will be needed to complete the proposal. The aforementioned estimate of hours is provided for planning purposes only and the actual amount of membership hours deducted from the Client will be based on the amount of time actually spent preparing the plan. Client will receive a detailed accounting of time, billed in quarter-hour increments (15 minutes), with all invoices.

- (e) Assignment of Personnel: RPC may, at its sole discretion, assign RPC personnel to perform the Services under this Agreement. However, RPC shall not transfer this Agreement or performance of this Agreement to another individual or firm.
- (f) Maximum Price: In no event shall the total amount charged for work performed under this Agreement exceed **\$0.00 (zero)** unless agreed to in writing by the parties.

- 2. Term.** This Agreement will begin on the Effective Date and will remain in full force and effect until the for a term of one calendar year, unless the Agreement term is extended by mutual written agreement of the parties or is terminated in accordance with Section 6.
- 3. Deduction of Membership Hours.** RPC shall issue monthly invoices to Client for work performed under this Agreement detailing the number of membership hours used to perform a particular task.

4. **Confidentiality.** Unless otherwise required by law, RPC will exercise reasonable effort to maintain in confidence information disclosed or submitted to RPC by Client as confidential information. Confidential information does not include information that:
- (a) is generally available in the public domain or becomes available to the public through no act of RPC; or
  - (b) is independently known by RPC prior to receipt; or
  - (c) made available to RPC as a matter of lawful right by a third party.

Unless otherwise required by law, all reports, documents, and other deliverables created by RPC pursuant to the terms of this Agreement shall be treated as confidential and will not be made available to any unintended third party without the prior written approval of Client.

5. **Intellectual Property.** No reports or other documents produced in whole or in part pursuant to the terms of this Agreement shall be the subject of an application for copyright by either party.
6. **Termination.** Either party may terminate this Agreement for material breach upon thirty (30) days written notice, during which time the party alleged to have breached may cure. Additionally, either party may terminate this Agreement without cause upon sixty (60) days written notice to the other party. Upon termination, Client shall have their appropriate RPC membership hours deducted for all Services rendered up to and including the effective date of termination. .

If the Client opts to terminate the Agreement, all drafts in process will be turned over in an editable format and all associated account information needed to submit an application will be transmitted to Client within 48 hours or no less than 12 hours prior to the plan submission deadline, whichever is sooner. In the event that Client elects to terminate the Agreement within the 24 hours directly preceding a plan deadline, the termination must be made both in writing (email) and verbally (by phone or in person) in order to ensure drafts and account information can be turned over prior to the plan deadline.

7. **Relationship of the Parties.** The parties acknowledge and agree that the Services performed by RPC, its employees, agents, and sub-contractors shall be that of an independent contractor. Neither party is an agent or representative of the other party and has no authority to bind or commit the other party to any agreements or other obligations except those that are within the scope of Services to be provided under this Agreement.
8. **Indemnification.** Client agrees to indemnify and hold RPC and its employees harmless from any loss, claim, damage, or liability arising out of or in connection with the action or inaction of the Client under this Agreement, including but not limited to provision of data and information used for reporting purposes. Client shall indemnify and hold RPC and its employees harmless from any loss, claim, damage, or liability arising out of or in connection with Client's use of deliverables provided under this Agreement. If Client fails to provide information that is needed for the completion of the project, or such information is incorrect, RPC is not liable unless RPC was aware of the inaccuracy or was unaware of the inaccuracy as a result of negligence. Client shall indemnify and hold RPC and its employees harmless from any loss, claim, damage, or liability arising out of or in connection with this failure to provide information if it results in an inability to submit the project by the submission deadline.

RPC shall indemnify, hold harmless the Client, the Client's elected and appointed officials, employees and agents from any and all liability, claims, suits, demands, proceedings and actions, including costs, reasonable

fees and expenses of defense arising from any loss, damage, injury, death, or loss or damage to property (collectively the "Claims"), to the extent such claims result from the performance of this Agreement or those Claims are due to any act or omission, neglect, willful acts, errors or misconduct or RPC in its performance under this Agreement. In the event that Client elects to cancel the Agreement for any reason other than a material breach, RPC is hereby indemnified from any losses, potential or actual, incurred by Client as a result of the plan not being submitted. RPC is further indemnified from any losses, potential or actual, incurred by Client as a result of plan materials that are incomplete or of poor quality due to termination of the Agreement.

**9. Representations and Warranties.** RPC represents and warrants that:

- (a) it will perform the Services with reasonable care and skill; and
- (b) the Services and related materials provided under this Agreement will not infringe or violate any intellectual property rights or other right of any third party.

**10. Severability.** The invalidity or illegality of one or more provisions of this Agreement shall not affect the enforceability of the remaining provisions.

**11. Applicable Law.** This Agreement shall be governed by the laws of the State of Illinois.

**12. Entire Agreement; Amendments.** This Agreement constitutes the entire understanding between the parties concerning the subject matter hereof. No amendments or changes to this Agreement shall be effective unless made in writing and signed by an authorized representative of each party.

**13. Counterparts.** This Agreement may be executed in counterparts (including facsimile signatures), each of which shall be deemed to be an original and both of which shall constitute one and the same Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by proper persons duly authorized.

**Region 1 Planning Council**

By:

Name: Michael Dunn Jr.

Title: Executive Director

Date:

**Agency Name**

By:

Name: Frank Haney

Title: Chairman

Date:

**Attest: Winnebago County Board**

By:

Name: Lori Glummow

Title: Clerk of the County Board

Date:

The following personnel are assigned as the primary contacts for each party

Purpose	Region 1 Planning Council	Agency Name
Agreement	Michael Dunn Jr. <a href="mailto:mdunn@r1planning.org">mdunn@r1planning.org</a> (815)319-4180	Chairman Frank Haney <a href="mailto:frank@wincoil.us">frank@wincoil.us</a> 815-319-4225
Services	Allen Mills <a href="mailto:amills@r1planning.org">amills@r1planning.org</a> (815) 319-4181	Joe Vanderwerff <a href="mailto:jvanderwerff@wincoil.us">jvanderwerff@wincoil.us</a> 815-319-4000
Billing	Christina Washington <a href="mailto:cwashtington@r1planning.org">cwashtington@r1planning.org</a> (815) 319-4189	Tracy Robinson <a href="mailto:trobinson@wincoil.us">trobinson@wincoil.us</a> 815-319-4000



Mail	313 N Main St Rockford, IL 61101	County Board Office 404 Elm St Rockford, IL 61101
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# **PUBLIC SAFETY COMMITTEE**

Sponsored by: Aaron Booker, Chairman

COUNTY BOARD MEETING  
June 27, 2019

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

Submitted by: Public Safety Committee

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

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**RESOLUTION APPROVING AN INTERGOVERNMENTAL  
AGREEMENT BETWEEN THE COUNTY OF WINNEBAGO AND  
SOUTH BELOIT COMMUNITY SCHOOL DISTRICT NO. 320  
FOR SCHOOL RESOURCE OFFICER PROGRAM**

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**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 of Winnebago, Illinois is a “unit of local government” as defined in Article VII, Section 1 of the Constitution of the State of Illinois 1970; and

**WHEREAS**, the Board of Education of South Beloit Community Unit School District No. 320 (hereinafter “the School District” or “District”) is a duly organized and existing school district and body politic of the State of Illinois.

**WHEREAS**, the School District is duly created, organized, existing, and now operating under and pursuant to the provisions of the Illinois School Code, as amended, 105 ILCS 5/1.1 *et seq.*, and is a “unit of local government” as defined in Article VII, Section 1 of the Constitution of the State of Illinois 1970; and

**WHEREAS**, the Winnebago County Sheriff’s Office (“Sheriff”) provides law enforcement services and has full-time police officers/deputies on duty on a 24-hour basis; and

**WHEREAS**, the School District does not have a police force; and

**WHEREAS**, the School District wishes to have a School Resource Officer available at its schools during the school year; and

**WHEREAS**, both the County and the School District, pursuant to Article VII, Section 10 of the 1970 Constitution of the State of Illinois, desire to enter into this Intergovernmental Agreement for the hiring and posting of a School Resource Officer provided by the Sheriff; and

**WHEREAS**, the purpose of this Intergovernmental Agreement is to provide a safe learning environment; help reduce school violence; improve school-law enforcement collaboration; and improve perception and relations between students, staff and law enforcement officers.

**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 Board of Education of South Beloit Community Unit School District No. 320, attached hereto.

**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.

**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**

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Aaron Booker, Chairman

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Aaron Booker, Chairman

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Paul Arena

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Paul Arena

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John Butitta

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John Butitta

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Dan Fellars

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Dan Fellars

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Angie Goral

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Angie Goral

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Dorothy Redd

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Dorothy Redd

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Fred Wescott

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Fred Wescott

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

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

ATTEST:

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

**INTERGOVERNMENTAL AGREEMENT  
FOR SOUTH BELOIT  
SCHOOL RESOURCE OFFICER PROGRAM**

This Intergovernmental Agreement (hereinafter "Agreement") is made this \_\_\_\_ day of \_\_\_\_\_, 2019, by and between the Board of Education of South Beloit Community Unit School District No. 320 (hereinafter "the School District" or "District") and the County of Winnebago, Illinois (hereinafter "the County") on behalf of the Winnebago County Sheriff's Office (hereinafter "the Sheriff"). The County, the Sheriff and the School District recognize the benefits of the School Resource Officer Program to the citizens of Winnebago County and particularly to the students of the School District located within the jurisdiction of the County. The goal of this understanding is to provide policing and community-oriented services to the School District.

**W I T N E S S E T H:**

**WHEREAS**, Article 7, Section 10 of the Constitution of the State of Illinois 1970, authorizes units of local government to contract among themselves to obtain or share services and to exercise, combine or transfer any power or function in any manner not prohibited by law; and

**WHEREAS**, the School District is a duly organized and existing school district and body politic of the State of Illinois. The School District is duly created, organized, existing, and now operating under and pursuant to the provisions of the Illinois School Code, as amended, 105 ILCS 5/1.1 *et seq.*, and is a "unit of local government" as defined in Article 7, Section 1 of the Constitution of the State of Illinois 1970; and

**WHEREAS**, the County is a "unit of local government" as defined in Article 7, Section 1 of the Constitution of the State of Illinois 1970; and

**WHEREAS**, the Sheriff provides law enforcement services and has full-time police officers/deputies on duty on a 24-hour basis; and

**WHEREAS**, the School District does not have a police force; and

**WHEREAS**, the School District wishes to have a School Resource Officer ("SRO") available at its schools during the school year; and

**WHEREAS**, the County, Sheriff and the School District agree and understand that the School Resource Officer is an employee of the Winnebago County Sheriff's Office; and

**WHEREAS**, both the County and the School District, pursuant to Article 7, Section 10 of the 1970 Constitution of the State of Illinois, desire to enter into this Agreement for the hiring and posting of a School Resource Officer.

**NOW, THEREFORE**, in consideration of the terms herein set forth and the mutual covenants and obligations of the County and School District hereto; the School District and the County agree as follows:

**I. INCORPORATION OF RECITALS:**

The foregoing recitals are incorporated into and made a part of this Agreement as if fully set forth herein.

**II. PARTIES:**

This Agreement is entered into by and between the School District and the County on behalf of the Winnebago County Sheriff's Office (herein referred to as "Sheriff"). The District and County are hereinafter collectively referred to as "Party" or "Parties."

**III. PURPOSE:**

The purpose of the School Resource Officer Program (hereinafter referred to as ("Program")) is to provide a safe learning environment; help reduce school violence; improve school-law enforcement collaboration; and improve perception and relations between students, staff and law enforcement officers.

**IV. FINANCING THE SCHOOL RESOURCE OFFICER PROGRAM:**

The District shall compensate the Sheriff for the School Resource Officer's (hereinafter referred to as "SRO") services, as detailed in Appendix A.

Beginning in the 2019-2020 school year and continuing through the 2020-2021 school year, the District shall compensate the Sheriff for the School Resource Officer Program over an annual 10-month period starting in August. The SRO agrees to be available for any necessary District staff training at the beginning of each school year.

It is contemplated that the work hours of the assigned SRO may be modified on days where the SRO's presence is required for evening events, and such evening events may be subject to an overtime rate. All overtime authorized by the District in writing prior to the work shall be paid to the Sheriff by the District at 100% of the overtime hours worked in the Program. The compensation due to the Sheriff from the District shall be adjusted on an ongoing basis to reflect the current salary

costs of the Sheriff pursuant to its policies and applicable agreements, including any collective bargaining agreement affecting such salary costs.

**V. EVALUATION AND FUTURE FUNDING:**

Prior to July 1<sup>st</sup> of each year, and as may be necessary from time to time, the County, Sheriff and District shall evaluate the effectiveness of the Program and consider whether modifications to the Program are necessary or advisable to accomplish its purpose. The County, Sheriff and District agree to cooperate and negotiate in good faith in fulfilling the intent of the County, Sheriff and District concerning continuation of the Program and future funding of the Program by the County, Sheriff and the District.

**VI. RIGHTS AND DUTIES OF THE SHERIFF:**

The Sheriff shall provide a School Resource Officer within the corporate limits of the City of South Beloit as follows:

1. The Sheriff shall assign one regularly-employed police officer to the Program.
2. The Sheriff or designee shall perform scheduled and non-scheduled visits to schools within the District.
3. The School Resource Officer is and shall remain an employee of the Winnebago County Sheriff's Office and shall be supervised through and directed by the Sheriff. All activities of the School Resource Officer shall be undertaken as an employee of the Winnebago County Sheriff's Office pursuant to all applicable laws and Sheriff's Department rules, regulations, policies and procedures.
4. Regular Duty Hours of the SRO.
  - A. The SRO shall be regularly assigned to the Program when school is in session on weekdays, but not during summer school, from 7:36 a.m. to 4:00 p.m. on all days of student attendance. The SRO may also be in attendance, as necessary, pre-approved by the District and at an overtime rate, to i) testify at student discipline or expulsion hearings as requested; ii) attend school and District in-service training and iii) attend parent, faculty, student, administration and other meetings to provide information regarding the SRO Program (to the extent such programs fall outside the regular duty hours of the SRO).



- B. The SRO may be temporarily reassigned by the Sheriff during a law enforcement emergency or to participate in mandatory police training as determined by the Sheriff's Office. In such event, the compensation paid by the District to the Sheriff shall be proportionately reduced.
  - C. If the SRO assigned to the School District is absent on vacation, sick time, training days, time coming leave, personal days off, military training or other authorized absences, there shall be no replacement unless preapproved by the School District. The Sheriff will provide the District with the costs of a replacement, except as herein provided in paragraph 3 of Appendix A, which is incorporated herein and attached hereto.
5. Duties, Obligations and Procedures of the SRO.

The SRO shall/will:

- A. Wear the Sheriff's established patrol uniform unless special circumstances require other form of dress.
- B. Provide classroom presentations when requested by a teacher on such topics as the role of policing in the community, search and seizure, laws of arrest, traffic laws, crime prevention, victim's rights, community involvement and youth programs.
- C. Participate in discussions to establish rapport with students.
- D. Take appropriate law enforcement action as required by law and Sheriff's Department rules, regulations, policies and procedures.
- E. Notify the school principal as soon as practical of any violations or actions which impact the school discipline, order or safety and such other violations and actions as the District Superintendent/principal reasonably requests to be reported. Should it become necessary to conduct formal law enforcement interviews with students, the SRO shall adhere to the District Policies, Sheriff's Department rules, regulations, policies and procedures, and legal requirements with regards to such interviews.
- F. Obtain prior permission, advice and guidance from the District Superintendent/principal before enacting any law enforcement program with the District.
- G. Provide assistance to school administrators, faculty, and staff, upon request, in developing emergency procedures and emergency

management plans to include prevention and/or minimization of dangerous situations which may result from student unrest or unauthorized intruders.

- H. Be familiar with District Policies, including the District's Code of Conduct.
- I. Develop a rapport with students and a working relationship with student organizations, faculty, staff members, District administrators and community members.
- J. Coordinate efforts with campus supervisory personnel, i.e., campus supervisors, hall monitors, parking attendants, and building security personnel.
- K. Maintain detailed, accurate and up to date records as agreed by the Sheriff and District Superintendent/principal.
- L. Attend, whenever possible, school and District in-service training as recommended by the District Superintendent/principal.
- M. Perform other duties which will promote the purposes of the SRO Program and which are mutually agreed upon by the District Superintendent/principal and the Sheriff.
- N. Any additions to the above duties, obligations and procedures must be mutually agreed upon by the Sheriff and the District Superintendent. These protocols may be modified or amended at any time by unanimous written agreement of the Parties.

## **VII. RESPONSIBILITIES OF THE SCHOOL DISTRICT:**

The District shall provide to the full-time School Resource Officer the following materials and facilities, which are deemed necessary to the performance of the SRO Program.

1. A private office or area at each school within the District, furnished with a desk and office furniture, including a secured cabinet, to conduct matters of confidential business and shall be provided access to student records if necessary.
2. The District shall provide the books, handout material, or other materials necessary to support the SRO's teaching curriculum.

3. The SRO shall not be expected or asked to detain or take into physical custody any student who has only violated District Policies or to enforce District Policies. The SRO will not discipline students pursuant to any District Policies, including the District's Code of Conduct. All disciplinary authority lies within the District. It shall be understood and agreed that a SRO, as a law enforcement officer, can only detain or take into physical custody those students for whom there is reasonable suspicion or probable cause that they have committed a criminal offense. The SRO shall not be used for regular assigned lunchroom duties, hall monitoring or other monitoring duties.

#### **VIII. EMPLOYMENT STATUS OF SCHOOL RESOURCE OFFICER:**

The School Resource Officer shall remain an employee of the Winnebago County Sheriff's Office and shall not be deemed an employee of the District. The District and the Sheriff acknowledge that the School Resource Officer is a law enforcement officer who shall uphold the law under the direct supervision and control of the Sheriff. The School Resource Officer shall remain responsive to the chain of command of the Sheriff's Department.

The District's Superintendent has the rights and responsibilities to report any alleged misconduct, non-compliance with the District's Policies or other questionable behavior on the part of the School Resource Officer to the Sheriff. Such reports shall be made in writing unless circumstances dictate making such reports in person or by phone.

#### **IX. LIABILITY AND INDEMNIFICATION:**

It is the intent of the parties that the SRO is an employee of the Sheriff's Department. The County and/or Sheriff agrees to defend, indemnify, and hold the District harmless from any claims, suits or causes of action arising from the performance of the duties of the SRO or employment claims brought by the SRO, including but not limited to: lawsuits or administrative actions alleging discrimination, civil rights violations, noncompliance with employment statutes, workers' compensation, improper salary withholding, improper overtime reimbursement, or improper income tax withholding.

The District shall indemnify and hold harmless the County and/or Sheriff against any and all losses, liabilities, damages, claims, suits, costs, actions, expenses or judgments, including reasonable attorney's fees, as a result of the negligent or willful or wanton acts of the District and/or the District's employees in connection with or as a result of this Agreement.

Nothing in this Agreement is intended to constitute nor shall constitute limitation or waiver of the defenses available to the County, Sheriff and the District, including those under the Tort Immunity Act.

#### **X. DISMISSAL OF SCHOOL RESOURCE OFFICE; REPLACEMENT**

1. In the event the District Superintendent believes that an SRO is not effectively performing his/her duties and responsibilities, the Superintendent shall notify the Sheriff's Office. A meeting shall be conducted with the SRO in order to informally mediate or resolve any problems. If the continued assignment of the SRO is unacceptable to the District following the meeting, a different SRO shall be assigned by the Sheriff.
2. The Sheriff, at his/her sole discretion, may dismiss, reassign or transfer the School Resource Officer based on departmental rules, regulations, administrative reasons, departmental directives, and/or collective bargaining agreements or when it is in the best interest of the Sheriff's Office to do so.
3. In the event of resignation, dismissal, reassignment, or transfer of the School Resource Officer, the Sheriff shall provide a temporary replacement of the School Resource Officer in a timely and efficient manner. A permanent replacement for the School Resource Officer shall be made as soon as practical. The District understands that the process to hire and train a qualified SRO is time-consuming. In the event that the Sheriff is unable to provide an assigned SRO under this Agreement, including cases of the SRO's resignation, dismissal, reassignment or transfer, the compensation paid by the District to the Sheriff during regular school term while school is in session shall be reduced proportionately.

#### **XI. CONFIDENTIALITY**

In pursuit of the goals and objectives previously stated, the County, Sheriff and the District intend to share information under this Agreement subject to:

- *Family Education Rights and Privacy Act* (20 U.S.C. § 1232g; 34 CFR Part 99)
- *Illinois School Student Records Act* (105 ILCS 10/6)
- *Illinois Juvenile Court Act of 1987 "Law Enforcement Records"* (705 ILCS 405/5-905) and their respective rules and regulations.

The County, Sheriff and the District may communicate to the general public through newspaper, electronic, and other media regarding the services provided by the SRO under this Agreement; provided, however, that any communication shall not disclose student record information, unless such disclosure is permitted or required by law.

#### **XII. TERM OF AGREEMENT AND TERMINATION:**

This Agreement shall be effective upon the date stated in Section XVIII and shall remain in effect for a period of two (2) years from that date or until terminated by either the County or the District, as detailed below. However, the District will not be required to compensate the Sheriff until the SRO commences work in the District pursuant to the Program.

This Agreement may be terminated with or without cause, at the sole discretion of either the County or the District, by the County or District giving ninety (90) days written notice to the other Party.

For purpose of notice, the addresses of the County, Sheriff, and District are as follows:

If to the County:        Winnebago County Administrator  
                                 Winnebago County Administration Building  
                                 404 Elm Street  
                                 Rockford, Illinois 61102

If to the Sheriff:        Winnebago County Sheriff  
                                 Winnebago County Justice Center  
                                 650 W. State Street  
                                 Rockford, IL 61102

If to the School District:    Superintendent of Schools  
                                 South Beloit Community Unit  
                                 School District No. 320  
                                 850 Hayes Ave.  
                                 South Beloit, IL 61080

It is mutually understood and agreed that this Agreement shall be governed by the laws of the State of Illinois, both as to interpretation and performance.

### **XIII. GOOD FAITH:**

The County, Sheriff and District, their agents and employees agree to cooperate in good faith in fulfilling the terms of this Agreement. The County, Sheriff and District agree that they will attempt to resolve any disputes concerning the interpretation of this Agreement and unforeseen questions and difficulties which may arise by good faith negotiations before resorting to any litigation.

### **XIV. MODIFICATION**

This document constitutes the full understanding of the County, Sheriff and District, and no terms, conditions, understanding or agreement purported to

modify or vary the terms of this Agreement shall be binding unless hereafter made in writing and signed by the affected Parties.

**XV. DISCLAIMER OF RELATIONSHIP**

Nothing contained in this Agreement nor any act of the County, Sheriff and District parties, shall be deemed or construed by the County, Sheriff, and District or by third persons to create any relationship of a third-party beneficiary, principal, agent, limited or general partnership, joint venture, or any association or relationship involving the County, Sheriff or the District.

**XVI. COUNTERPART**

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

**XVII. BINDING AUTHORITY**

The individuals executing this Agreement on behalf of the County, Sheriff and the District represent that they have the legal power, right, and actual authority to bind their respective party to the terms and conditions of this Agreement.

This Agreement entered into by the County by Resolution 19 - \_\_\_\_\_ at the regular meeting of the County Board of the County of Winnebago, Illinois \_\_\_\_\_ in compliance with the Open Meetings Act.

**XVIII. EFFECTIVE DATE:**

This Agreement is effective upon the date of the last Party to sign.

**[Signature Page Follows]**

IN WITNESS WHEREOF, the undersigned District, County and Sheriff, hereby place their hand and seal on the dates hereinafter set forth.

**Board of Education of South Beloit  
Community Unit School District  
No. 320**

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

Attest: \_\_\_\_\_  
Secretary

Date: \_\_\_\_\_

**County of Winnebago, Illinois**

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

## Appendix A

Pursuant to *Section IV. Financing the School Resource Officer Program* of the Agreement, the County, Sheriff and District agree to the following compensation terms:

1. Other than as specified in paragraph 3, below, the amount payable by the District to the Sheriff for the SRO for the 2019-2020 school year will not exceed \$108,459.57.
2. The parties agree that for the 2020-2021 school year, this Agreement shall be adjusted to reflect any actual increase or decrease in the personnel costs incurred by the Winnebago County Sheriff's Office in its performance under this Agreement by reason of adjustments made to salaries and fringe benefits in response to changes made to the Fraternal Order of Police Lodge #50 contract between Winnebago County, the Sheriff and the Fraternal Order of Police Labor Council. In no event will the District's costs exceed five (5) percent from the prior year.
3. In order to continue coverage when the assigned SRO is on vacation, etc., pursuant to Section VI, Paragraph 4. C in this Agreement, overtime may be necessary to hire back another deputy for coverage. In the event this is necessary for the 2019-2020 school year, such overtime costs payable by the District shall not exceed \$10,400. In the event overtime is necessary with said continued coverage for the 2020-2021 school year, said overtime amount shall be negotiated by the Sheriff and the District.
4. Payments for all services under this Agreement shall be billed and made quarterly.



**PERSONNEL &  
POLICIES  
COMMITTEE**

Sponsored by: David Fiduccia, Chairman

COUNTY BOARD MEETING

June 13, 2019

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

Submitted by: Personnel and Policies Committee

2019 CR

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**ORDINANCE CREATING SECTIONS OF CHAPTER 2, ARTICLE III,  
DIVISION 7 (CHIEF HUMAN RESOURCES OFFICER)  
OF THE COUNTY CODE OF ORDINANCES**

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**WHEREAS**, the County wishes to create Division 7, Sections 2-XXX through 2-XXX of Chapter 2, Article III of the County Code of Ordinances.

**NOW, THEREFORE, BE IT ORDAINED**, by the County Board of the County of Winnebago, Illinois, that Chapter 2, Article III, Division 7 of the County Code of Ordinances be created as follows:

**ARTICLE III**

**DIVISION 7. - CHIEF HUMAN RESOURCES OFFICER**

**Sec. 2-xxx. - Establishment.**

The office of chief human resources officer is hereby established.

**Sec. 2-xxx. - Qualifications.**

The chief human resources officer shall have, at a minimum, a bachelor's degree with ten to twelve years of progressive HR management experience, including leading an HR division or department within the public sector (preferably a county) or a combination of higher level private sector HR leadership and higher education or manager experience within a public sector environment. Preferred Master's degree in Human Resources Management or a similar master's degree program and HR certification through SHRM or IPMA-HR. A chief human resources officer who meets the above criteria may be exempt from the residency requirement set forth in [section 62-5](#) of the County Code of Ordinances.

### **Sec. 2-xxx. - Appointment/dismissal.**

The chief human resources officer shall be recommended by the county administrator, and appointed or dismissed by the county administrator with the advice and consent of the county board.

### **Sec. 2-xxx - Duties.**

Under the supervision of the county administrator, the chief human resources officer will perform the following duties:

- (a) Serve as a strategic partner to the county administrator to optimize human capital resources.
- (b) Oversees the annual review for improvement of the county's policies, procedures and practices on personnel matters.
- (c) Maintains knowledge of industry trends and employment legislation to ensure compliance.
- (d) Maintains responsibility for the county's compliance with federal, state, and local legislation pertaining to all personnel matters.
- (e) Communicate changes in the county's personnel policies and procedures, and ensures that proper compliance is followed.
- (f) Assists the county administrator with developing policy and strategy related to the county's risk management program and self-funded insurance programs; assists in the development and implementation of policies and guidelines to protect the county and its property from loss, damage, liability, and other risks; investigates claims and directly participates in the resolution of claims against the county.
- (g) Assists the county administrator in developing employee benefit programs and oversee implementation and administration.
- (h) Assists the county administrator with developing effective employee recruitment and retention programs. Responsible for developing reporting metrics to assess the success of these programs.
- (i) Assist the county administrator in the annual review, preparation, and administration of the county's wage and salary program.
- (j) Develop and oversee job description development. Ensures job descriptions are compliant with state and federal regulations.
- (k) Recommend and evaluate staff development for the county.
- (l) Responsible for managing OSHA training and compliance throughout the County. Develop and maintain a system for the Human Resources department to track, audit, provide support and identify what training should be completed by county departments.
- (m) Serves as the Meaningful Access Coordinator for the County, designated to promote equal access and full participation under Title VI Civil Rights and Title II Americans with Disabilities Act (ADA) for the county.
- (n) Oversee administration of collective bargaining agreements between the county and bargaining units of employees under the employment jurisdiction of the county board, and participate in and advise the county administrator in negotiations of collective bargaining agreements.

- (o) May perform functions of the county administrator in absence of same.
- (p) Participate on committees and special projects and seeks additional responsibilities.

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

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

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

Respectfully Submitted,  
**PERSONNEL AND POLICIES COMMITTEE**

**AGREE**

**DISAGREE**

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

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

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

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

\_\_\_\_\_  
ANGIE GORAL

\_\_\_\_\_  
ANGIE GORAL

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

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

\_\_\_\_\_  
DAVE KELLEY

\_\_\_\_\_  
DAVE KELLEY

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

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

\_\_\_\_\_  
JIM WEBSTER

\_\_\_\_\_  
JIM WEBSTER

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

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

ATTESTED BY:

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

# Winnebago County

## 2018 Strategic Planning and Goal Development



# WINNEBAGO COUNTY

— ILLINOIS —

Prepared by

Greg Kuhn, Ph.D.

Assistant Director, Public Management

Jeanna Ballard, MPA

Research Associate

Melissa Henriksen, MPP

Senior Research Associate

NIU CGS

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## OCTOBER 2018



NORTHERN ILLINOIS UNIVERSITY

Center for  
Governmental Studies

*Outreach, Engagement, and Regional Development*

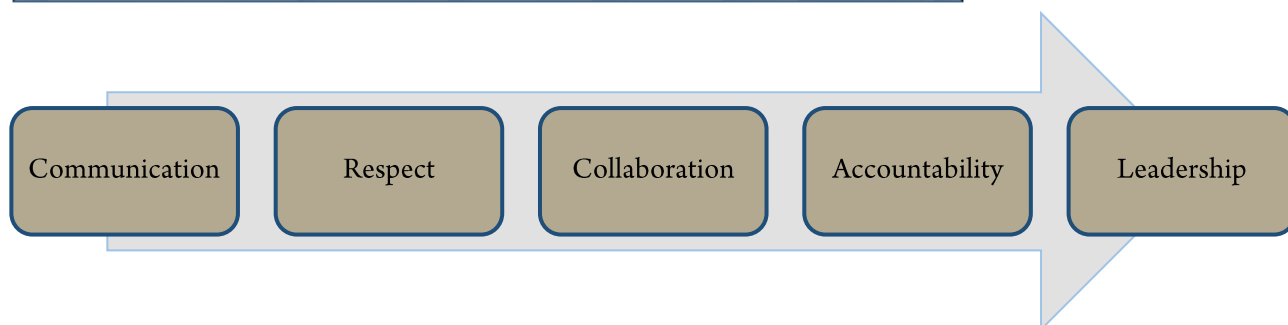
# EXECUTIVE SUMMARY

Strategic planning is a preferred approach to expressing and guiding an organization's future. Rather than making decisions issue by issue, a holistic strategic planning process serves as a designed conversation to provide a forum for a methodical exchange of ideas and development of strategic goals. Winnebago County ("the County") engaged the Center for Governmental Studies (CGS) at Northern Illinois University (NIU) to facilitate a strategic planning process and workshop with Board members. Prior to the 2018 workshop, several focus groups were held with community stakeholders to gather input on their vision for the County. With the focus groups as a starting point for discussions, the workshop provided a collaborative atmosphere for the Board and management staff to work together to explore the future, develop strategic goals and determine where it is the County wants to go as an organization. As was discussed and reviewed during the workshop, executive-level strategic planning sessions are a staple of good governance and leadership for progressive organizations.

## ORGANIZATIONAL VALUES

In early 2018, County Administration officials leveraged a partnership with Rockford University graduate students to survey employees on the organization's values. Research began with an exploratory phase to determine best practices in the identification of organizational values that included a review and analysis of 37 organizations. The official survey of Winnebago County employees began on March 21, 2018 and closed on April 12, 2018. The questions focused on the top five organizational values currently seen in the **ORGANIZATION**, in their **DEPARTMENT**, and **GOING FORWARD**. Below are the top five values that survey participants want to see in the organization going forward (see [Appendix A](#) for the full Winnebago County Organizational Values report).

### Going Forward: Top Organizational Values for Winnebago County



## STRATEGIC PRIORITY AREAS

Ultimately, five key strategic priority areas were identified as an outcome of the 2018 planning process and workshop. These five strategic priority pillars highlight the key activities and initiatives that the County should focus its resources on in both the short- and long-term. The strategic priority areas identified during the workshop sessions [in no particular order] are financial sustainability and stewardship, organizational efficiency and collaboration, community health and public safety effectiveness, 21<sup>st</sup> century infrastructure and dynamic economic development.



## STRATEGIC GOALS

Another outcome of the process was the creation of key organizational goals helping to ensure that employees and other stakeholders are working toward common priorities. After all of the goals were shared and discussed during the workshop, participants were asked to classify each goal according to a matrix model of time and complexity. The goals were classified as short- or long-term and as complex or routine. In total, the group developed 4 short-term routine goals, 6 short-term complex goals, 3 long-term routine goals, and 6 long-term complex goals. Following the classification exercise, the Board was asked to delineate, via an online ranking exercise, which goals should be given a higher priority than others should. The top goals based on the Board's average scores from each category are offered here as a process "snapshot" representing the most important strategic goals or priority areas for the Board and staff to address in the months and years ahead (see [Appendix B](#) for a full review of all the strategic goals presented, discussed and ranked).

Goal Snapshot: Highest Ranked Goals within each Time and Complexity Quadrant	
<b>SHORT-TERM ROUTINE</b>	<ul style="list-style-type: none"> <li>• Promote fiscal soundness and take steps to create and maintain a balanced budget for the County Government</li> <li>• Analyze and review the short- and long-term operations of the County's nursing home at River Bluff</li> <li>• Evaluate County public safety facilities and operations</li> <li>• Examine organizational human resource system and policy reforms</li> </ul>
<b>SHORT-TERM COMPLEX</b>	<ul style="list-style-type: none"> <li>• Improve/create intergovernmental partnerships and collaborations to create and capitalize on economies of scale</li> <li>• Enhance economic growth and activities in and across the County</li> <li>• Review, analyze and reform/redesign animal services policies and operations</li> </ul>
<b>LONG-TERM ROUTINE</b>	<ul style="list-style-type: none"> <li>• Develop a long-term capital improvement plan (CIP) for highways, major equipment, building maintenance and other essential capital improvements</li> <li>• Invest in infrastructure maintenance and improvement to protect, conserve, restore and properly manage County assets</li> <li>• Explore innovative alternatives to incarceration</li> </ul>
<b>LONG-TERM COMPLEX</b>	<ul style="list-style-type: none"> <li>• Promote, facilitate and take an active role to encourage outside economic investments in the County</li> <li>• Take steps to establish/improve mental health support and care systems</li> <li>• Capitalize on the County's unique natural assets and features (i.e., river)</li> </ul>



# INTRODUCTION

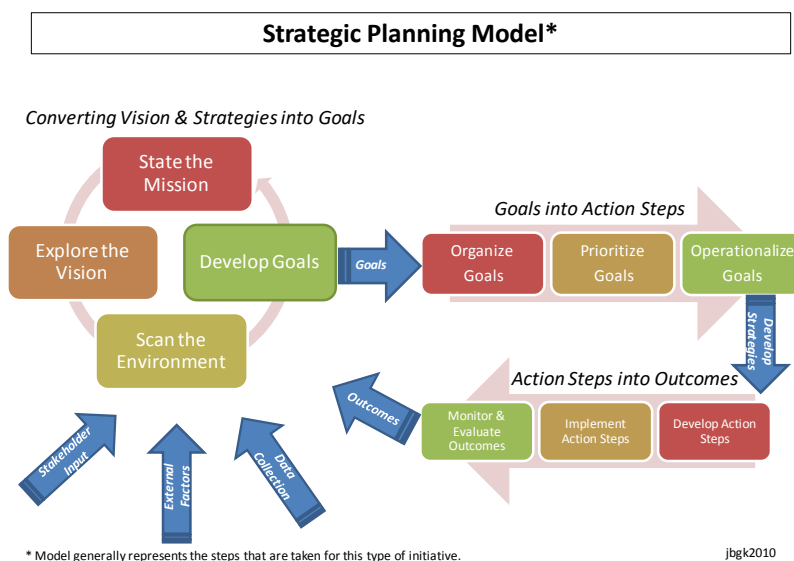
The County has placed itself among the special group of organizations that engage in formalized strategic planning and goal setting exercises (Figure 1). Strategic planning sessions are not a new phenomenon for progressive communities and the value of such processes continues to be recognized by policy-making boards and staff in both private and public organizations. This important work will serve the community well into the coming years.

The County Board gathered in early 2018 to explore and discuss the future, share a vision for the community, and establish new goals for Winnebago County. The 2018 workshop sessions provided a positive atmosphere to methodically and *strategically* determine where it is the County wants to go as an organization. As was shared with Board members at the conclusion of the workshop, the County should resist the temptation to rearrange priorities as the fiscal year moves along. It is important to adhere to

the results of the Board's efforts throughout the County's strategic planning and budgeting processes; do not pull a seemingly easy goal from the bottom of the list of priorities just because it seems easy. This kind of shifting can create a confusing tone in the organization.

The judicious use of the County's limited resources (including financial resources and professional staff time) will be the key to good results. The County as an organization has high standards, so it is important to keep in mind that high standards can place a strain on the organization, as excellence requires adequate staff time, expertise, and resources. In the end, quality policies and quality implementation equate to tough choices in setting priorities and in allocating resources. Only a limited number of goals and objectives can be effectively managed and implemented at any given time. In a very realistic sense, clear and stable priorities must be maintained if the County desires to stretch its resources as far as they can go.

**Figure 1. Strategic Planning Model**



## Pre-Workshop Environmental Scanning - Stakeholder Focus Groups

This valuable pre-workshop component is an important piece designed to help ground the environmental scanning portions of the process. Listening is vital to planning and several focus groups were held with County staff and community members (i.e., civic groups, intergovernmental organizations, and residents). These steps are an important part of "taking stock" and helping to understand current County policies and

operational perspectives, perceptions, and preferences. The focus group sessions were designed to serve as a primer for the strategic planning process. The information that is presented in this summation was designed to add *exploratory and thematic information* for the Board to consider during the strategic planning workshop sessions (see [Appendix C](#) for a full summary of all focus group data). Five focus groups were held in January 2018 and included the following groups:

- Advisory Council
- Governmental Stakeholder
- Community Leaders
- Constitutional Officers
- County Staff

## **Key Themes and Data Analysis Highlights – Focus Group Aggregated General Themes**

- **For Winnebago County, we envision a future in which...**
  - County leadership is unified and engaged with residents
  - Affordable housing is available to all
  - Residents have an increased sense of security in the community
  - Diversity and inclusion of all residents is a high priority
  - Amenities and infrastructure are maintained and updated
- **Winnebago County is...**
  - A great place to raise a family
  - A caring, faith-based community
  - Progressive with a lot of potential
  - Strategically-located
  - Diverse and supportive of its community
- **Winnebago County offers...**
  - Diverse, high-quality employment opportunities
  - Excellent public recreation and park district
  - Active community and social service organizations
  - Numerous amenities at an affordable cost of living
  - A mixture of rural locations and urban development
- **Winnebago County should strive towards...**
  - Having a variety of dining and entertainment options
  - Improving community perceptions and changing the narrative
  - Providing high-quality rehabilitation and mental health services to residents
  - Increasing services provided for youth and seniors (all age spectrum planning)
  - Improving employee retention and recognition
- **Winnebago County's future expectations and priorities are to...**
  - Improve collaboration and communication within the County Board
  - Follow-through and have a “move forward” mindset
  - Provide residents with an increased sense of security in the community
  - Diversify revenue and funding sources
  - Encourage more citizen engagement

# Outline of Leadership Exercises and Discussion Sessions

The format for all of the discussion sessions used in the planning effort employed approaches that were highly participative and interactive. The process utilized a group discussion approach called ‘*Nominal Group Technique*’ where participants are assured equal opportunities to speak and share opinions by the facilitators. During the sessions, individuals had the opportunity to generate and share their ideas, as well as participate in group activities allowing them to weigh alternatives and refine their thinking through dialogue. As ideas were shared and debated, the group worked steadily toward a consensus regarding organizational values, purpose, future directions, and priorities.

## Workshop Session I. Introduction Exercise – Important Topics and Visioning

Each participant started the workshop by introducing themselves and answering two questions about Winnebago County. The first question was “What topics or issue, with regards to Winnebago County, do you think most needs to be addressed during this workshop? The second question involved participants exploring the vision of Winnebago County, “In 10-15 years, when I return to the County, I hope to see, or think I will see...” in regards to what services, programs, staffing levels, capital needs, and other opportunities that would or should be present in the County at these intervals. Participants were asked to think about their ideas ahead of time and be ready to share them with the group during the first workshop session. This was a brainstorming exercise—any and all ideas about the County’s future were encouraged and shared. No evaluative or judgmental debate was permitted during this session. Below is a summary of those answers.

### A. Opening Exercise: Important Topic to be Discussed

(\*) Denotes the answer was given by multiple participants

- Fiscal responsibility (long-term) \*
- Uniformity across county/organization, remove silo mentality \*
- Quality education for students\*
  - Youth is the future/vocational training dollars for schools
- Sustainable job training for all \*
- Every neighborhood safe\*
- External and internal County infrastructure \*
- Population growth\*
  - Make Winnebago County a destination (jobs, quality of life)
- Drug and mental health issues\*
- Crime reduction and public safety\*
- New revenue sources\*
- Transparency \*
- Hire and retain good leaders/personnel
- Consolidation of services and resources to better serve taxpayers\*
  - Metro policing example
- Need to improve infrastructure including county roads/highways. Prioritize spending.

- Improved economic development in the County\*
  - Industrial, community, small business
- Animal control – reform/changes, improve care
- Improve criminal justice system
  - Reduce recidivism
- Retaining youth/retirees in area – jobs, quality of life\*
- Support homeownership vs. rentals
- How do we do more with less – be the shining star of Illinois
- Insufficient workforce for needs
- Property tax rates
- Improve River Bluff nursing home
- Need to implement plans/recommendations
- Need to address political corruption
- Outside investment in County

## **B. Exploration of the Visions of the Future for Winnebago County**

At the conclusion of the icebreaker and brainstorming exercise, participants were asked to use their imagination and knowledge of the community to respond to the following visioning question: “In 10-15 years, when I return to the County, what do I hope to see or think I will see?” Responses included visions related to services, development, programs, housing, economic activity, organization design, capital needs, etc., that would or should be present at the County in the future.

### ***Visions of the Future:***

- Hope – Thriving community across the County
  - High homeownership
- No boarded-up/distressed properties
- Consolidation of services – police, roads, elimination of townships\*
  - More efficient/maintain quality
- If economic climate and financial picture doesn’t change – population declines
- Community pride\*
- Thriving west and southwest sides with better transportation and economic development, services (county and city)\*, i.e., grocery stores
- Thriving downtown district\*, low unemployment (less than 5% especially with minorities)
- Maintain great amenities such as park district, golf courses – capitalize
- All communities, local government, work together for whole County – collaboration
- New Spring Creek interchange – new development, hospitals, convention center, metro police
- Rock River won’t be a community divider/barrier
- More energy, infrastructure
- Government complex out of downtown area
- No silos in County organizations
  - Helps budget process
- One location – combine services into strategic areas
  - Housing, health center

- Internal
  - More transparent, less silos in departments
  - Budget transparency
- Aquatics Center, Zoo
- Less than 5,000 people without a GED or high school diploma - including literacy
- More minorities in skilled trades - 25-50% improvement
- Revenues up, taxes down, including in population, community pride – support each other, implement economic development values, less crime, funding mental health\*, taking care of aging population
- Health care, aerospace/aviation hub, IT infrastructure, County reacts to cutting-edge industries – look forward – “Metroplex” – interconnected
- Destination for vocational training
  - Companies want to hire graduates, produce best students – workforce ready
- Hilton hotel = Meridian and West State, hospital, nice homes, mall/shopping, workforce in County that mirrors the make-up of the community, minorities in skilled trades, domestic violence addressed
- Alignment Rockford, continued collaboration with higher education institution – bring more training/education

## Workshop Session II. Surrender or Lead

Participants were introduced to a leadership exercise called “Surrender or Lead.” The premise is that sub-groups of participants work to develop responses to some simple, but effective and thought-provoking questions. Participants were broken up into four working groups and asked to respond to a series of structured questions designed to initiate discussion and reveal perspectives, challenges, and frustrations of the participants as a whole. The participants’ responses were recorded on flip chart paper and discussed. The responses provided by each group are recorded below. Underlined sections are key phrases that groups provided in response to the open questions.

### Group #1

1. We want to be influential and see progress soon, but our challenges hold us back.
2. The two most important things to focus on are education (trades, equal opportunity) and community collaboration because of root causes.
3. If it weren’t for problems, we would have better services, better leaders/personnel and better results/outcomes.
4. We need to finally accept/attack all challenges and execute our priorities.
5. Budget gets followed, consolidation happens, “who does what” gets figured out will have the biggest impact on Winnebago County in the coming 2-3 years.

### Group #2

1. We want to improve the quality of life for all Winnebago residents, but resources and authority are limited.
2. The two most important things to focus on are economic development and public safety because they directly impact the quality of life.
3. If it weren't for being behind in technological advancements and negative community self-perceptions, we would be further along.
4. We need to finally collaborate within the County and across governments to achieve a sustainable budget and quality of life.
5. Working together will have the biggest impact on Winnebago County in the coming 2-3 years.

### Group #3

1. We want to improve the quality of life, but complacency holds us back.
2. The two most important things to focus on are safety and economic diversity because we want to retain and grow population.
3. If it weren't for crime, we would prosper.
4. We need to finally stop talking and act.
5. Career options/stop being a welfare destination will have the biggest impact on Winnebago County in the coming 2-3 years.

### Group #4

1. We want to stay within the budget, but need to set priorities.
2. The two most important things to focus on are cooperation, County Board and Administration among the elected silos because they don't comprehend the big picture.
3. If it weren't for state unfunded mandates (taking County funds), it would be much easier to balance the budget.
4. We need to finally have consequences to/for budgets not being met.
5. Train the workforce to create a workforce to attract businesses will have the biggest impact on Winnebago County in the coming 2-3 years.

### Surrender or Lead Themes

- |                                      |   |
|--------------------------------------|---|
| ▪ Quality of life                    | ▪ Collaboration, consolidation where needed                             |
| ▪ Finance, budget                    | ▪ Set priorities – follow-through, action, benchmarks, success measures |
| ▪ Complacency                        | ▪ See the “big picture”   |
| ▪ Perceptions                        | ▪ Organizational improvement  |
| ▪ Safety and crime                   | ▪ Education and training, career options                                |
| ▪ Economic diversity and development |   |

## Workshop Session III. Environmental Scanning: Internal and External S.W.O.T

The next step of the strategic planning process involved reviewing and accounting for the internal and external factors present in the environment that can potentially influence the success of the County both negatively and positively. Given the exploratory statements and challenges raised in the Surrender or Lead exercise, participants were then asked to identify what constraints and practical difficulties are likely to be encountered that will make it difficult to achieve the desired future state. These elements included both internal and external factors, conditions, trends, regulations, agencies, resources, etc. Furthermore, participants were asked to identify the organization's **strengths (S)** and **weaknesses (W)**. In what areas does the County regularly excel, and in what areas are there difficulties or shortcomings in terms of expertise, resources, training, etc.? What **opportunities (O)** are on the horizon that can be used to the County's advantage? Conversely, what trends or **threats (T)** lie ahead that would be obstacles or hindrances? Many responses spanned all four categories.

### S.W.O.T. EXERCISE (Strengths, Weaknesses, Opportunities, Threats)

#### INTERNAL

STRENGTHS	WEAKNESSES/CHALLENGES
<ul style="list-style-type: none"> <li>▪ Health systems</li> <li>▪ Medical centers</li> <li>▪ Carla/professional staff</li> <li>▪ Location/transportation</li> <li>▪ Aerospace</li> <li>▪ Shovel-ready sites</li> <li>▪ Sports centers</li> <li>▪ Parks</li> <li>▪ Open land</li> <li>▪ Airport free trade zone</li> <li>▪ Low cost of living</li> <li>▪ Farming/agricultural business</li> <li>▪ Host fees</li> <li>▪ Higher education institution in the County</li> <li>▪ Landfill</li> <li>▪ Air quality</li> <li>▪ River – scenic – natural assets</li> <li>▪ Downtown develop</li> </ul>	<ul style="list-style-type: none"> <li>▪ Technology</li> <li>▪ Volume of parks</li> <li>▪ Deferred maintenance</li> <li>▪ Public perceptions</li> <li>▪ County deferred</li> <li>▪ Maintenance facility and IT infrastructure</li> <li>▪ Population loss</li> <li>▪ True diversity</li> <li>▪ Infrastructure</li> <li>▪ Out-migration affects businesses</li> <li>▪ School system</li> <li>▪ Crime stats</li> <li>▪ Entrenched poverty/crime cycles</li> <li>▪ Mixed results housing authorities</li> <li>▪ Silos organic barriers</li> <li>▪ Not enough public transportation</li> <li>▪ Blight</li> <li>▪ Public information meetings/town hall on county government functions</li> <li>▪ Lack of collaboration with other governments</li> <li>▪ Justice center</li> <li>▪ Financial cash flow</li> <li>▪ Highway maintenance</li> <li>▪ Lack of a capital improvement plan</li> </ul>

## EXTERNAL

OPPORTUNITIES	THREATS
<ul style="list-style-type: none"><li>▪ Aerospace cluster</li><li>▪ Health care</li><li>▪ Landfill</li><li>▪ Educational (higher education)</li><li>▪ Location</li><li>▪ Shovel-ready commercial sites</li><li>▪ Airport-free trade zone</li><li>▪ UPS</li><li>▪ Low cost of living</li><li>▪ Scenic open space</li><li>▪ Casino</li><li>▪ Farming – Agricultural business</li><li>▪ Outside investors</li><li>▪ Downtown</li><li>▪ River district</li><li>▪ Public information town hall meetings</li><li>▪ Rail lines – Metra</li><li>▪ Collaboration/consolidation<ul style="list-style-type: none"><li>○ Evaluate for efficiency</li></ul></li><li>▪ Justice system</li><li>▪ Communication – outreach, IT, website</li></ul>	<ul style="list-style-type: none"><li>▪ County deferred maintenance (facilities, IT)</li><li>▪ Population loss/decline</li><li>▪ Infrastructure cost maintenance</li><li>▪ Out-migration of businesses to Wisconsin</li><li>▪ Casino</li><li>▪ Taxes</li><li>▪ State of Illinois dysfunction</li><li>▪ Generational poverty</li><li>▪ Generational wealth</li><li>▪ Educational system has low standards for passing students</li><li>▪ Recidivism</li><li>▪ Blight</li><li>▪ Increasing interest rates</li><li>▪ Trade wars</li><li>▪ Not consolidating – status-quo</li><li>▪ Landfill</li></ul>

## Workshop Session IV. Nominal Group Goal Identification

This extensive discussion session provided the forum for the collaborative establishment of strategic goals and objectives necessary to achieve the future vision of the County. With the preceding sessions serving as a sound foundation for goal setting, the final session was a healthy group discussion of goals and/or strategies needed to achieve the future visions as expressed by the group. To begin the process, groups were allotted time to highlight the three or four most important policy and program goals that they think the County should accomplish in the next 1-3 years (short-term) and 4-8 years (long-term).

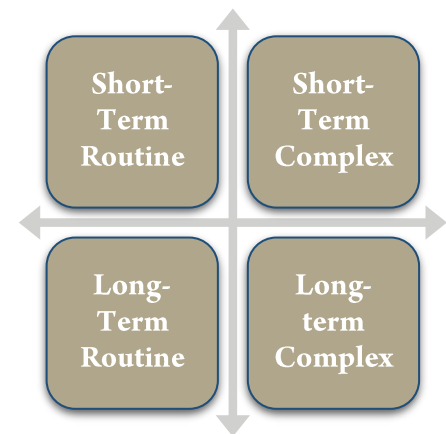
Goals could be highly specific or general. Again, only questions of clarification were permitted to be asked during this session. Evaluative or judgmental assertions or debates were deferred to a follow-up session where all participants engaged in open discussions of the goals or action items, their impact on the region, the organization and their relative importance to the County's current or future circumstances.



## Classification

At the end of the open discussion, participants were asked to classify each goal according to a matrix model of time and complexity. Agreed criteria were used to classify a goal as short- or long-term and as complex or routine (Figure 2). **Short-term goals** were those goals that could or should be completed or substantially underway in the next one to three years. **Long-term goals** were those goals that could or should be completed or substantially underway within a four- to eight-year timeframe. **Complex goals** were goals that required extraordinary resources, specialists, funding, or the agreement of outside organizations or agencies. **Routine goals**, although not necessarily simple, were goals that could be accomplished upon unilateral decision of the Board and within present budget streams or with minor revenue enhancements or reallocations.

**Figure 2. Time and Complexity Matrix**  
by Professor G. Gabris



The purpose of the exercise is to group goals of roughly the same type together so when prioritization occurs, the participants can avoid the problem of comparing “apples to oranges.” All statements were recorded on flipchart paper.

## Open Group Discussion and Consolidation of Goals

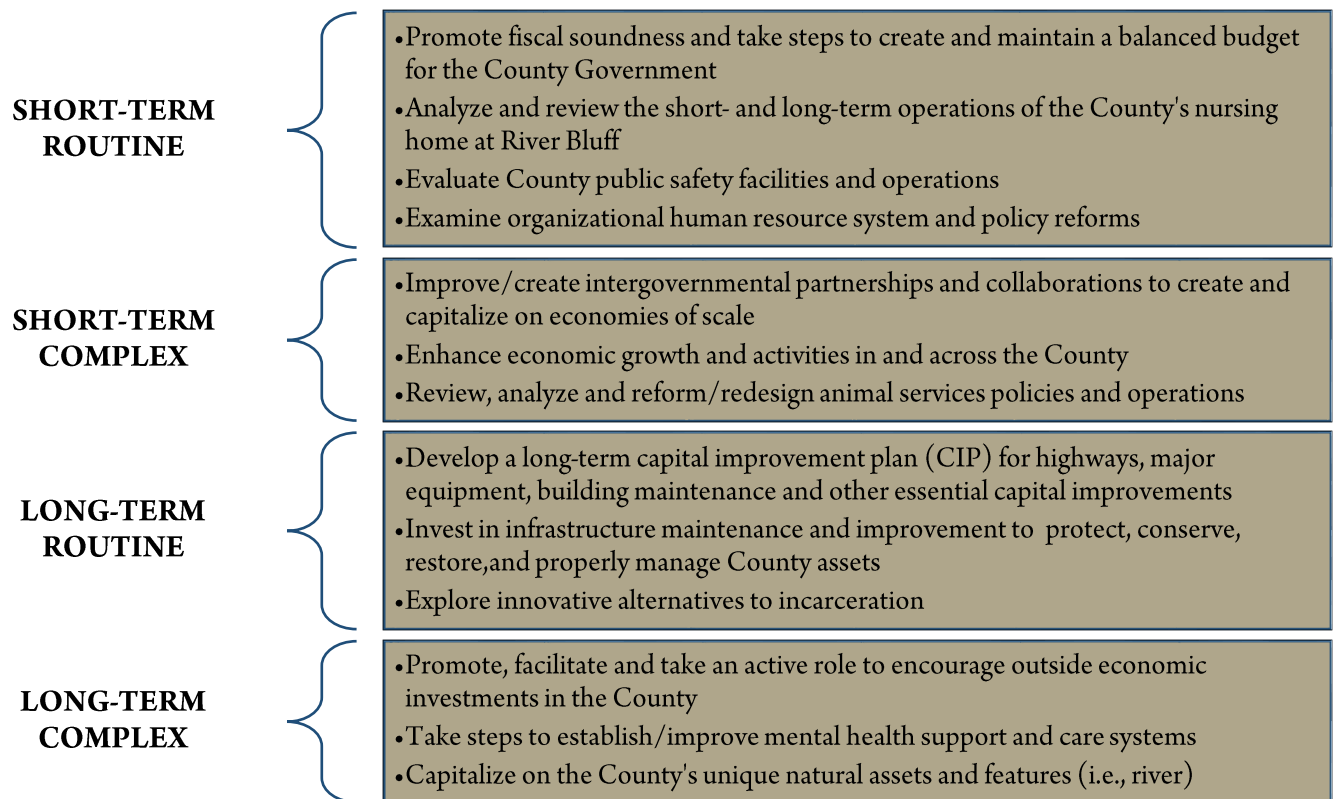
This final phase of the discussion served as the forum for the County Board members and senior staff to discuss, evaluate, and debate the ideas and goals offered by each participant in the previous sessions. Participants were asked to give their opinions, evaluations, and judgments of the worthiness and value of different policy objectives. In total, the group developed 4 short-term routine goals, 6 short-term complex goals, 3 long-term routine goals, and 6 long-term complex goals.

## Prioritization of Goals

Following the classification exercise, the County Board was asked to delineate, via an online ranking exercise, which goals should be given the highest priority. Board members were provided an online ranking tool where a ranking value was assigned to each goal in each quadrant of the matrix. The calculation of goal ranking consisted of ‘forced ranking’ where the ranking of each identified goal is averaged by the rankings given by all Board members. For example, if a goal is given the scores of 2, 5, 6, 6, 1, 2 and 3, the average total would be 3.57. **The lower the score, the higher the priority.** Again, the average totals were based on the ratings provided.

The following presents the Board’s prioritized goals, within each quadrant, as they emerged from the consensus ranking exercise (Figure 3). The top goals based on the Board’s average scores are offered here as a process “snapshot” of the most important strategic goals or issue areas for the Board and senior staff to address in the months and years ahead.

**Figure 3. Goal Snapshot: Highest Ranked Goals within each Time and Complexity Quadrant\***



\* For a full review and presentation of all of the strategic goals developed during the Board's Leadership Workshop, please see [Appendix B](#).

## STRATEGIC PRIORITY AREAS

Several key strategic priority areas surfaced during the workshop and were observable in many of the goal areas (Figure 4). The strategic priority areas identified during the workshop sessions [in no particular order] are financial sustainability and stewardship, organizational efficiency and collaboration, community health and public safety effectiveness, 21<sup>st</sup> century infrastructure and dynamic economic development.

**Figure 4. Strategic Priority Areas**



## Conclusion

The value of the group's workshop discussions and this summary report will be fully realized when used as an active working guide to both the County's leadership team and staff. This report captures the content of the discussions and is designed to assist the organization in developing action plans through a follow-up session for appropriate committees, departments, and elected officials. The report should also be used as the issues explored during the strategic planning process are discussed, pursued, operationalized, and put into action.

The next step is for the County's senior staff to review the results, fine-tune these goals and create objectives and key tasks via their action-planning sessions. Staff should be prepared to report back to the County Board (and/or appropriate committees) on how and when the top priorities and goals might be most efficiently and effectively addressed.

What became apparent to the NIU team was a commitment by the Board and senior staff members to advance the County. It was clear during the exchange of ideas and dialogue throughout the discussion sessions and workshops that the organization is fortunate to have progressive leadership and a management team that is looking ahead. One noted observer summarized the challenges of progress this way:

*"The art of progress is to preserve order amid change,  
and change amid order..." -A.N. Whitehead*

We wish you well with the ambitious year that lies ahead.



Greg Kuhn, PhD and Mel Henriksen, MPP  
Session Facilitators  
NIU Center for Governmental Studies

# **APPENDIX A:**

## **Winnebago County Organizational Values Report**

# APPENDIX A: Winnebago County Organizational Values Report



# WINNEBAGO COUNTY

— ILLINOIS —

## Organizational Values Report

Winnebago County is engaged in its first board-level, formal strategic planning process. In addition to defining the organization’s vision, mission, and objectives, defining the organizational values is equally important to determining organizational direction.

**“The values guide the perspective of the organization as well as its actions....They form an ethical foundation for the organization”<sup>1</sup>**

While facilitation of developing the strategy has been led by Northern Illinois University Center for Governmental Studies, the County Administration leveraged a partnership with Rockford University graduate students to survey employees on the organizational values.

### Survey Development

Research began with an exploratory phase to determine best practices in the identification of organizational values. This included the review and analysis of 37 organizations.

#### By Type

9 governmental agencies  
5 county governments  
2 quasi-governmental agencies  
5 not-for-profits  
16 private companies

#### By Location

24 Winnebago County  
5 Illinois  
8 United States

There were 170 unique values (238 values in total) identified across the 37 agencies reviewed. The most common values that occurred were “integrity”, “accountability”, and “collaboration.” However, the majority of the values were variations on similar themes. Therefore, the values were classified into groups based on terminology as well as the descriptions provided by the agency (where applicable.) This resulted in 20 broad, representative values that served as the basis for an employee values survey.

- |                                  |                           |                        |
|----------------------------------|---------------------------|------------------------|
| 1. Accountability/Responsibility | 8. Continuous             | 14. Quality/Excellence |
| 2. Agility                       | Improvement/Innovation    | 15. Respect            |
| 3. Celebration                   | 9. Diversity              | 16. Results-Driven     |
| 4. Civility                      | 10. Employee Engagement   | 17. Safety             |
| 5. Collaboration/Teamwork        | 11. Fiscal Responsibility | 18. Service            |
| 6. Communication                 | 12. Integrity             | 19. Sustainability     |
| 7. Community Engagement          | 13. Leadership            | 20. Transparency       |

<sup>1</sup> Leyla Norman: <http://smallbusiness.chron.com/organizational-value-statement-23848.html>

### Survey Distribution

The survey began on March 21, 2018. A reminder email was sent on April 2, 2018. Supervisor follow-up was conducted on April 6, 2018. The survey closed on April 12, 2018.

It should be noted that not all employees have County email addresses, nor can it be confirmed that paper copies were distributed to employees where the supervisor did not respond to requests for confirmation. Therefore, the survey was *verifiably* distributed by email and in print to 1,001 employees.

324 surveys were returned (299 online; 25 in print); a return rate of 32%.  
With a total of 1,263 employees and officials, this represents 25.6% of the workforce.

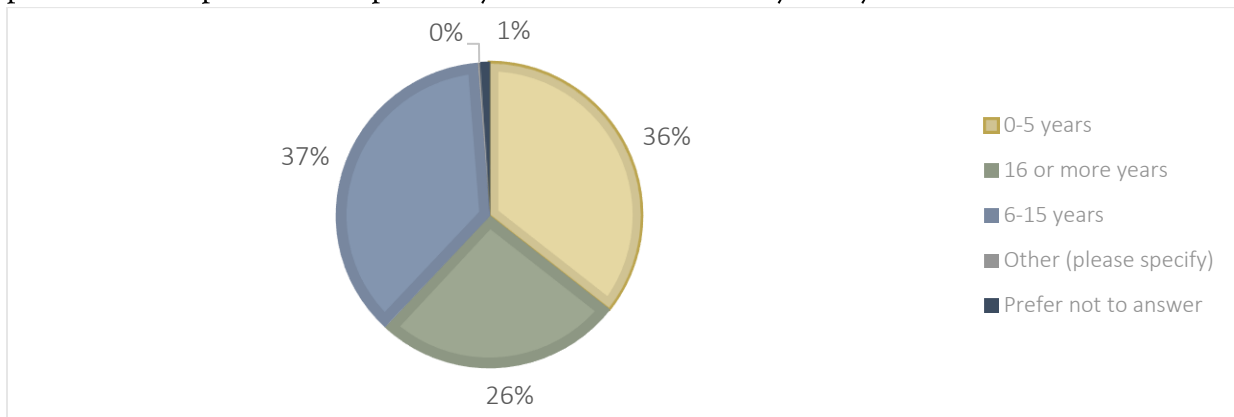
### Survey Results

**Question 1:** Employees were first asked to identify the elected official to whom their department reports to in order to identify the areas represented by the survey results.

<b>Elected Official</b>	<b>Responses</b>	<b>Total</b>	<b>Represented</b>
Auditor	2	3	67%
Chief Judge	59	239	25%
Circuit Clerk	1	80	1%
Coroner	9	12	75%
County Board/Chairman	120	458	26%
County Clerk	4	10	40%
Recorder of Deeds	1	14	7%
Sheriff	72	335	21%
State's Attorney	22	81	27%
Superintendent of Education	4	7	57%
Treasurer	5	8	63%
Other*	5	13	38%
Prefer not to answer	20		

*\*36 respondents selected "other" and named a department. These were manually assigned to the appropriate elected official. NOTE: This suggests that they either do not know which elected official oversees their department, or do not to identify their department with that official.*

**Question 2:** Respondents were asked to provide their years of service to the County in order to identify the profile of the respondents. Respondent years of service were fairly evenly distributed.



Should the organization wish to further analyze the data, it may also be useful in determining whether or not there is a difference in opinions among employees based on their length of time with the organization.

**Instructions:** Before answering any other questions, respondents were instructed to read this statement:

**“Organizational values represent traits and qualities identified as the most highly regarded by its stakeholders. Organizational values drive our everyday behaviors, decision-making, interpersonal interactions, prioritization, and recognition.”**

**Question 3:** Respondents were asked what the top five values are that they currently see in the ORGANIZATION (across County departments.)

45% of respondents selected service as an existing top five value across the organization.

<u>The Organization Now</u>	<u>Frequency</u>
Service	147
Diversity	99
Safety	96
Accountability/Responsibility	90
Collaboration/Teamwork	90
Community Engagement	79
Continuous Improvement/Innovation	74
Fiscal Responsibility	69
Results-Driven	64
Respect	64
Civility	62
Communication	58
Leadership	55
Integrity	54
Employee Engagement	48

Other	41
Quality/Excellence	35
Sustainability	33
Celebration	28
Transparency	26
Agility	20
<b>Total:</b>	<b>1332</b>

**Question 4:** Respondents were asked what the top five values are that they currently see in their DEPARTMENT.

43% of respondents selected collaboration/teamwork as a top five value in their department.

42% of respondents selected service as a top five value in their department.

37% of respondents selected accountability/responsibility as a top five value in their department.

<b><u>Your Department Now</u></b>	<b><u>Frequency</u></b>
Collaboration/Teamwork	140
Service	139
Accountability/Responsibility	120
Respect	94
Safety	89
Integrity	86
Continuous Improvement/Innovation	86
Fiscal Responsibility	83
Leadership	76
Communication	72
Results-Driven	72
Quality/Excellence	59
Diversity	59
Employee Engagement	54
Community Engagement	48
Civility	39
Transparency	32
Sustainability	27
Agility	24
Celebration	22
Other	20
<b>Total:</b>	<b>1441</b>

**Question 5:** Respondents were asked, GOING FORWARD, what top five values they would like to see in the entire organization including their own department, partners, and leadership, place an emphasis on.

60% of respondents ranked communication as a top five value to emphasize going forward.



47% of respondents ranked respect as a top five value to emphasize going forward.  
 45% of respondents ranked collaboration/teamwork as a top five value to emphasize going forward.  
 43% of respondents ranked accountability/responsibility as a top five value to emphasize going forward.

<b><u>Together Going Forward</u></b>	<b><u>Frequency</u></b>
Communication	194
Respect	153
Collaboration/Teamwork	148
Accountability/Responsibility	141
Leadership	109
Employee Engagement	106
Continuous Improvement/Innovation	102
Integrity	97
Safety	88
Quality/Excellence	86
Fiscal Responsibility	72
Transparency	70
Service	53
Diversity	47
Community Engagement	39
Results-Driven	38
Sustainability	32
Civility	30
Celebration	24
Other	13
Agility	5
<b>Total:</b>	<b>1647</b>

More than one comment indicated five values could not be identified presently within the organization as a whole. These respondents selections may have therefore contributed to the mean number selected regarding the organization being 4.11, the department 4.45, and going forward is 5.08 (includes the selection of “Other”.) The increase from organization, to department, to going forward, supports the indication that opinions are least favorable of the organization as a whole, more favorable of their department, and a desire to see more of these values demonstrated going forward.

Comparing the selection frequency and ranking of each value from present to future provides insight as to what strategies may need to be deployed in order to promote the organizational values the agency should reinforce.

For example, shown below the value “Communication” is highlighted in pink. It is visible across the organization and slightly better in departments currently. However, it is ranked as the most important value going forward. This indicates the organization should develop a plan to address its internal communication gaps.

The Organization Now	Frequency Q3	% Q3	Your Department Now	Frequency Q4	% Q4	Together Going Forward	Frequency Q5	% Q5
Service	147	11.036%	Collaboration / Teamwork	140	9.715%	Communication	194	11.8%
Diversity	99	7.432%	Service	139	9.646%	Respect	153	9.3%
Safety	96	7.207%	Accountability / Responsibility	120	8.328%	Collaboration / Teamwork	148	9.0%
Accountability / Responsibility	90	6.757%	Respect	94	6.523%	Accountability / Responsibility	141	8.6%
Collaboration / Teamwork	90	6.757%	Safety	89	6.176%	Leadership	109	6.6%
Community Engagement	79	5.931%	Integrity	86	5.968%	Employee Engagement	106	6.4%
Continuous Improvement / Innovation	74	5.556%	Continuous Improvement / Innovation	86	5.968%	Continuous Improvement / Innovation	102	6.2%
Fiscal Responsibility	69	5.180%	Fiscal Responsibility	83	5.760%	Integrity	97	5.9%
Results-Driven	64	4.805%	Leadership	76	5.274%	Safety	88	5.3%
Respect	64	4.805%	Communication	72	4.997%	Quality / Excellence	86	5.2%
Civility	62	4.655%	Results-Driven	72	4.997%	Fiscal Responsibility	72	4.4%
Communication	58	4.354%	Quality / Excellence	59	4.094%	Transparency	70	4.3%
Leadership	55	4.129%	Diversity	59	4.094%	Service	53	3.2%
Integrity	54	4.054%	Employee Engagement	54	3.747%	Diversity	47	2.9%
Employee Engagement	48	3.604%	Community Engagement	48	3.331%	Community Engagement	39	2.4%
Other	41	3.078%	Civility	39	2.706%	Results-Driven	38	2.3%
Quality / Excellence	35	2.628%	Transparency	32	2.221%	Sustainability	32	1.9%
Sustainability	33	2.477%	Sustainability	27	1.874%	Civility	30	1.8%
Celebration	28	2.102%	Agility	24	1.666%	Celebration	24	1.5%
Transparency	26	1.952%	Celebration	22	1.527%	Other	13	0.8%
Agility	20	1.502%	Other	20	1.388%	Agility	5	0.3%
<b>Total:</b>	<b>1332</b>	<b>100%</b>	<b>Total:</b>	<b>1441</b>	<b>100%</b>	<b>Total:</b>	<b>1647</b>	<b>100%</b>
Mean # of selections	4.11		Mean # of selections	4.45		Mean # of selections	5.08	

Another example is “Respect”, highlighted in orange. This suggests that employee engagement and recognition methodologies may need to be deployed.

### Next Steps

1. Board commitment to a set employee-inspired organizational values as a part of the strategic planning process; 5-6 values is ideal.
2. Administrative launch of a lead-by-example commitment to organization values with supporting purpose, descriptions, and exemplary behaviors.
3. Conduct an employee engagement survey to gain employee input and understand the discrepancies between current and future state.
4. Develop strategies for deployment based on employee engagement responses and suggestions.
5. Integrate into the daily culture, work, ritual, and recognition.
6. Embed into performance measurements, processes, and operations.

This report submitted by Deputy County Administrator Julia Halsted on June 15, 2018.

Appendix A-I: survey statistics

Appendix A-II: survey respondent comments

# Appendix A-I: Survey Statistics

Values identified based on exploratory research of commonly held values of reputable organizations ranging from local through national in size

NOTE: Values categorized based on the definition established by the agency.

Values	Count of Value
<b>Accountability</b>	<b>10</b>
Accountability	5
Accountable	2
Responsibility	2
Responsibility to the Public	1
<b>Agility</b>	<b>3</b>
Agility	1
Bias for Action	1
Move fast	1
<b>Celebration</b>	<b>3</b>
Celebrate	1
Celebrations of Successes	1
Fun-LUing Attitude	1
<b>Civility</b>	<b>10</b>
Caring	3
Decency	1
Fairness	1
Mutual Respect	1
Respect	1
Welcoming	1
Friendly Customer Service	1
Say thank you	1
<b>Collaboration</b>	<b>19</b>
Alliances	1
Build social value	1
Collaborate	1
Collaboration	5
Community Partners	1
Community Resources	1
Interconnectedness	1
Our partners	1

Partnerships	1
Relationship-Oriented	1
Teamwork	3
Unity	1
Discuss. Decide. Deliver.	1
<b>Communication</b>	<b>2</b>
Communicate	1
Communication	1
<b>Community Engagement</b>	<b>12</b>
Community	1
Community Ownership and Stakeholder Investment	1
Enhance Community Character	1
Give	1
Involve All Sections of the Community	1
Involve Residents	1
Involving the Local Public Health System	1
Justice	1
Our communities	1
Ownership	2
Public Trust	1
<b>Continuous Improvement</b>	<b>27</b>
Build on Previous Experience	1
Competency	1
Consolidation/Efficiency	1
Continuous Improvement	3
Continuously Data-Driven Decision Making	1
Efficiency	1
Ideas	1
Ideation	1
Improvement	1
Innovation	7
Invent and simplify	1
Optimize toward ideals	1
Positive Change	1
Shared Responsibility and Working Toward a Shared Vision	1
Simplicity	1
Simplify	1
Technological Advancement	1
Problem-Solving	1
Keep it simple	1
<b>Diversity</b>	<b>13</b>
Diversity	7
Diversity and Expand	1

Embrace	1
Inclusion	1
Inclusive to Diversity	1
Open and inclusive	1
Faith	1
<b>Employee Engagement</b>	<b>21</b>
Education	1
Employee Empowerment	1
Empower individuals	1
Excellence in Training	1
Have Fun	1
High Expectations	1
Hire and Develop the Best	1
Loyalty	1
Our fellow employees	1
Ownership	1
Passion	1
People	2
Pride	1
Professional	1
Staff	1
Story telling	1
Tradition	1
Value Employees	1
Value Every Voice	1
Act like owners	1
<b>Fiscal Responsibility</b>	<b>6</b>
Fiscal Responsibility	1
Frugality	1
Know Our Assets and Remove Liabilities	1
Our investors	1
Stewardship	1
Low Costs	1
<b>Integrity</b>	<b>13</b>
Honesty	1
Honor	1
Integrity	10
Trustworthiness	1
<b>Leadership</b>	<b>25</b>
Advocacy	1
Are Right, A Lot	1
Be bold	1
Courageous	1

Dive Deep	1
Earn Trust of Others	1
Have Backbone; Disagree and Commit	1
Humility	1
Inspire Action	1
Leadership	4
Learn	1
Optimism	1
Passion	1
Strategic Leadership	1
Think Big	1
Think First	1
Trailblaze	1
Vocally Self Critical (Learn and Be Curious)	1
Warrior Spirit	1
Inspire Trust	1
Lead from the head and heart	1
Tell it like it is	1
<b>Quality</b>	<b>17</b>
Design is not a luxury	1
Excellence	4
Good work takes time	1
Insist on the Highest Standards	1
Passion	1
Performance	2
Quality	6
Quality and Efficiency	1
<b>Respect</b>	<b>7</b>
Respect	5
Respect	1
Respectful	1
<b>Results-Driven</b>	<b>15</b>
Achieve	1
Achievement	1
Align	1
Commitment	1
Deliver Results	1
Focus on impact	1
Focus on Success	1
Learner-Centered Community	1
Mission-Oriented	1
Performance Driven	1
Quality of Life	1

Results-Driven	2
Student Responsibility	1
Passion for Execution	1
<b>Safety</b>	<b>5</b>
Promote Safety	1
Safety	3
Safety and Reliability	1
<b>Service</b>	<b>12</b>
Be your own customer	1
Consumer first	1
Customer obsession	1
Customer Service	1
Exceptional Service	1
Our customers	1
Serve	1
Service	2
Willing	1
Servant's Heart	1
Customer-Focused	1
<b>Service</b>	<b>3</b>
Service	1
Service-Centered	1
Service-Oriented	1
<b>Sustainability</b>	<b>8</b>
Environmental Stewardship	1
Good Stewardship	1
Planning	1
Respect Resources	1
Seed	1
Strategic Planning	1
Systems Thinking	1
Sustainability	1
<b>Transparency</b>	<b>6</b>
Be open	1
Honesty	1
Present	1
Transparency	2
Trust	1
<b>Grand Total</b>	<b>237</b>

Average # Values per Agency – 6.4

Median # Values - 6

<b>Agencies</b>	<b>Count of Values</b>
<b>Gov</b>	<b>9</b>
City of Loves Park, Illinois	1
Rock Valley College	1
Rockford Park District	1
Rockford Public Schools	1
Rockton Fire Department	1
Village of Cherry Valley Police	1
Winnebago County Adult Probation Dept	1
Winnebago County Health Dept	1
Winnebago County Sheriff's Dept	1
<b>Gov - County</b>	<b>5</b>
Champaign County, Illinois	1
Dupage County, Illinois	1
Kane County, Illinois	1
Lake County, Illinois	1
Polk County, Iowa	1
<b>Not-for-Profit</b>	<b>5</b>
Goodwill of Northern Illinois	1
The Rock River Valley Blood Center	1
Transform Rockford	1
Winnebago County Crime Commission	1
YMCA of Rock River Valley	1
<b>Private</b>	<b>16</b>
Amazon	1
Build-A-Bear	1
Coca-Cola	1
Disney	1
Facebook	1
Kellogg's	1
Kraft/Heinz	1
Squarespace	1
Starbucks	1
United Technologies	1
UTC Aerospace Systems	1
Southwest Airlines	1
Woodward	1



Mondelez International	1
UPS	1
Lowe's	1
<b>Quasi-Gov</b>	<b>2</b>
Rockford Area Economic Development Council	1
Rockford Chamber of Commerce	1
<b>Grand Total</b>	<b>37</b>

<b>Agency</b>	<b># of Values</b>
Amazon	14
Build-A-Bear	6
Champaign County, Illinois	6
City of Loves Park, Illinois	5
Coca-Cola	7
Disney	6
Dupage County, Illinois	5
Facebook	5
Goodwill of Northern Illinois	5
Kane County, Illinois	5
Kellogg's	6
Kraft/Heinz	5
Lake County, Illinois	5
Polk County, Iowa	8
Rock Valley College	7
Rockford Area Economic Development Council	5
Rockford Chamber of Commerce	11
Rockford Park District	10
Rockford Public Schools	9
Rockton Fire Department	8
Squarespace	6
Starbucks	5
The Rock River Valley Blood Center	5
Transform Rockford	9
United Technologies	10
UTC Aerospace Systems	4
Village of Cherry Valley Police	5
Winnebago County Adult Probation Dept	5
Winnebago County Crime Commission	5
Winnebago County Health Dept	9
Winnebago County Sheriff's Dept	3
Lowe's	6
Mondelez International	7
Southwest Airlines	6

UPS	5
Woodward	4
YMCA of Rock River Valley	5
<b>Grand Total</b>	<b>237</b>

## Agency Values

### Amazon

Are Right, A Lot  
 Bias for Action  
 Customer obsession  
 Deliver Results  
 Dive Deep  
 Earn Trust of Others  
 Frugality  
 Have Backbone; Disagree and Commit  
 Hire and Develop the Best  
 Insist on the Highest Standards  
 Invent and simplify  
 Ownership  
 Think Big  
 Vocally Self Critical (Learn and Be Curious)

### Build-A-Bear

Achieve  
 Celebrate  
 Collaborate  
 Embrace  
 Give  
 Learn

### Champaign County, Illinois

Diversity  
 Justice  
 Quality of Life  
 Responsibility to the Public  
 Teamwork  
 Value Employees

### City of Loves Park, Illinois

Communicate  
 Diversity and Expand  
 Enhance Community Character  
 Involve All Sections of the Community  
 Know Our Assets and Remove Liabilities

### Coca-Cola

Accountability

Collaboration  
Diversity  
Integrity  
Leadership  
Passion  
Quality

---

**Disney**

Community  
Decency  
Innovation  
Optimism  
Quality  
Story telling

---

**Dupage County, Illinois**

Accountability  
Consolidation/Efficiency  
Leadership  
Quality  
Transparency

---

**Facebook**

Be bold  
Be open  
Build social value  
Focus on impact  
Move fast

---

**Goodwill of Northern Illinois**

Have Fun  
Respect Resources  
Think First  
Value Every Voice  
Say thank you

---

**Kane County, Illinois**

Good Stewardship  
Inclusive to Diversity  
Involve Residents  
Promote Safety  
Strategic Leadership

---

**Kellogg's**

Accountability  
Focus on Success  
Humility  
Integrity  
Passion

Simplicity

---

**Kraft/Heinz**

Consumer first

Innovation

Integrity

Ownership

Quality

---

**Lake County, Illinois**

Environmental Stewardship

Excellence

Exceptional Service

Fiscal Responsibility

Leadership

---

**Polk County, Iowa**

Collaboration

Continuous Improvement

Diversity

Employee Empowerment

Mission-Oriented

Planning

Results-Driven

Technological Advancement

---

**Rock Valley College**

Collaboration

Diversity

Excellence

Innovation

Learner-Centered Community

Mutual Respect

Public Trust

---

**Rockford Area Economic Development Council**

Align

Inspire Action

Seed

Serve

Trailblaze

---

**Rockford Chamber of Commerce**

Accountable

Advocacy

Communication

Diversity

Excellence

Improvement  
Integrity  
Leadership  
Professional  
Service  
Teamwork

#### **Rockford Park District**

---

Accountability  
Agility  
Diversity  
Innovation  
Integrity  
Passion  
Relationship-Oriented  
Respectful  
Results-Driven  
Service-Centered

#### **Rockford Public Schools**

---

Achievement  
Community Partners  
Community Resources  
Continuous Improvement  
Diversity  
High Expectations  
Staff  
Stewardship  
Student Responsibility

#### **Rockton Fire Department**

---

Honesty  
Loyalty  
People  
Pride  
Quality  
Respect  
Safety  
Tradition

#### **Squarespace**

---

Be your own customer  
Design is not a luxury  
Empower individuals  
Good work takes time  
Optimize toward ideals  
Simplify

**Starbucks**

---

Accountable  
Courageous  
Performance Driven  
Present  
Welcoming

**The Rock River Valley Blood Center**

---

Alliances  
Continuous Improvement  
Customer Service  
Efficiency  
Quality

**Transform Rockford**

---

Caring  
Ideation  
Inclusion  
Interconnectedness  
Respect  
Responsibility  
Transparency  
Trustworthiness  
Unity

**United Technologies**

---

Excellence  
Innovation  
Integrity  
Our communities  
Our customers  
Our fellow employees  
Our investors  
Our partners  
Respect  
Trust

**UTC Aerospace Systems**

---

Ideas  
Integrity  
People  
Performance

**Village of Cherry Valley Police**

---

Commitment  
Excellence in Training  
Honor

**Lowe's**

---

Integrity  
Ownership  
Respect  
Teamwork  
Customer-Focused  
Passion for Execution

---

**Mondelez International**

Inspire Trust  
Act like owners  
Open and inclusive  
Discuss. Decide. Deliver.  
Keep it simple  
Lead from the head and heart  
Tell it like it is

---

**Southwest Airlines**

Friendly Customer Service  
Fun-LUVing Attitude  
Low Costs  
Safety and Reliability  
Servant's Heart  
Warrior Spirit

---

**UPS**

Innovation  
Safety  
Service  
Quality and Efficiency  
Sustainability

---

**Grand Total**

---

# Appendix A-II: Survey Respondent Comments

Questions 3, 4, and 5, provided two open-ended responses: "Other" allowed for suggested values not listed. "Comments" allowed for open-ended commentary.

## Question 3: What are the TOP FIVE values you see CURRENTLY in the ORGANIZATION (across County departments)?

*Responses to "Other (please specify):*

### Suggestions, Positive, or Neutral

cant think of anything

consistency

Creativity in creating County Revenue

I am unable to answer regarding other departments because I don't work for them

Unsure - only see my department

### Negative

Cutting budgets without regard for consequences

downsizing

I do not see any of these now.

I think everything needs to be worked on. Honestly, I can't check any of them.

I think that with the exception of a few departments these qualities are lacking, particularly respect, integrity and collaboration/teamwork. Many decisions and procedures are decided upon without regard for their efficiency and effectiveness.

In the county as a whole I don't see these values, esp. at animal services

lack of respect by county board

Low Morale

N/A

Needs improvement on above values

Non apply

None of the above

none

None

None

none

none

none

none above

None in this area

None of above

None of the above



none of the above  
none of the above  
none of the above

None of the above applies to CORRECTIONS. Corrections get no respect, and are treated like a lower class person. Corrections are UNDER STAFFED ALWAYS --The only things the Sherriff followed through with from his LAST campaign promises have been new uniforms and new radios. And the radios are not much better. The nepotisms is as bad if not WORSE with this administration than the last. Double dipping pensions is a joke while work my ass off. Pod officers were laid off while 3 SGT sat on their ASS in Administration. How many officer would that have been. . [redacted name] is a JOKE- Bad attitude and unapproachable  
none of these

None... I "hear" talk... I do not see!!

political/campaign promises, lack of employer accountability/responsibility, total disregard for employee safety, lack of leadership county wide and lack of cooperation between department heads!

Power, Anti-Law Enforcement, arrogance, none of the others apply

Sorry - Still learning about other departments so can't choose five

The lack of integrity, leadership and accountability within the county board alone, is the worst I have seen it in the 12 years I have been here.

There is too much emphasis on fiscal responsibility and not enough on generating revenue.

Top five problems: Employee Engagement, Fiscal Responsibility, Respect, Service, Safety

WITH THE CURRENT ADMINISTRATION CAN ONLY PICK 1 ITEM

Working together while short staffed

### **Question 3: What are the TOP FIVE values you see CURRENTLY in the ORGANIZATION (across County departments)?**

*Responses to "Comments"*

Employees are not considered when making decisions that directly affect them. There is no fiscal responsibility. Money is spent on pet projects instead of retaining good employees. There is very little respect for County Board and Chairman. There is little to no safety for employees. It is hard to provide more service with fewer employees.

We are failing - more diversity is needed in the County. Some offices are not taxpayer friendly. A lot of employees do not respect the County Board/Chairman. The County does NOT consider the safety of employees. Transparency only when convenient to the County.

### **Question 4: What are the TOP FIVE values you see CURRENTLY in your DEPARTMENT?**

*Responses to "Other (please specify):"*

Suggestions, Positive, or Neutral

Be responsible for your own work. More people need to be responsible for their own jobs and not have to pick up other workers slack. Too many chiefs not enough Indians. Respect is earned not given. Cameras.

consistency

My dept. fulfills all of the above.

[Redacted name] work s side by side with her people. [Redacted name] is working on it.

tenacity

### Negative

Cutting staff

I don't feel any of the above apply to my department

I work in the jail and have worked there for [redacted]. This is the absolute worst I have ever seen morale and staff levels. We started the year 52 OFFICERS SHORT. When the County Board finally decided to bring back the 10 laid off officers, only 7 came back. Since 1-1-2018, we have had at least 4 officers quit, with others on the way out. So technically, we are only "up" 3 officers. Lockdowns are nonstop, officer burn out is abundant, and officer and inmate safety in on the brink. Something needs to be done. We need staff, plain and simple. And not just 5-10 officers. We need staff. We also need a minimum staffing number set and adhered to. When we have 5 quit, we get approval to hire 2-3. In that time, another 1-2 have quit so even with the new hires, we are constantly behind the gun and severely understaffed. Find the money, redirect money, we need staff.

lack of employee engagement, diminishing employee moral

Need improvement

Non apply

None of the above

none

None

None

none

None

none

None of the above

We need overall improvement

### **Question 4: What are the TOP FIVE values you see CURRENTLY in your DEPARTMENT?**

*Responses to "Comments"*

Collaboration / Teamwork has to be an ongoing process. We strive to provide the utmost service to our taxpayers. We believe our taxpayers are our top priority.

We are working on [teamwork] but it is hard to do when we are short staff and we are spread then to get things done. If we do not get more hires, our office is not going to do well. We are working on [communication] but it feels like we are being ignored when we ask for 1 to 2 new hires to help with workflow - improving the way we do our work. Employee Engagement - on some new topics. Quality/Excellence - toward taxpayers and our work.

**Other (please specify):GOING FORWARD I would like to see the ENTIRE ORGANIZATION including my department, partners, and leadership, place an emphasis on these TOP FIVE common values:**

*Responses to "Other (please specify):"*

Suggestions, Positive, or Neutral

the county has good employees who know their job and have vested interest in the department doing well but you don't utilize those employees knowledge  
Trust

Negative

a livable wage

cross training

EVERYONE treated the same

High priority: Employee raises

I think the board should have more respect for the staff of the county.

Low morale

Needs improvement

Pay equality

proper staffing levels

recognize that the amount of work placed on us is unhealthy and improper, and that the county is setting itself up for lawsuits

Staffing. Hire people.

**Comment: GOING FORWARD I would like to see the ENTIRE ORGANIZATION including my department, partners, and leadership, place an emphasis on these TOP FIVE common values:**

*Responses to "Comments"*

Hire more minorities. Leadership always goes unnoticed. Elected offices need to take a class on how to provide quality service to taxpayers. Elected offices are quick to transfer a phone call from a taxpayer before finding out what they actually need. We need real cameras in the Admin building, panic buttons, emergency drills, parking in ramp for employees; we risk our lives crossing the street to get to work. The Chairman/County Board need to be transparent not just when they want.

Respect from departments & leaders for the work being done. Safety is a very large issue. There needs to be real cameras in all offices. The employees are constantly at risk when walking to the parking lots they are assigned - County ^ City need to make accommodations for employees to park in the ramp.

When your employees are treated well - taxpayers will be also. Respect and trust are earned. All employees should be allowed to park in garage! Transparency not only when they want us to see it.

## **APPENDIX B: PRIORITIZED STRATEGIC GOALS**

## APPENDIX B: Prioritized Strategic Short- and Long-term Goals

SHORT-TERM ROUTINE		
GROUP AVG	GOAL ID #	GOAL
1.1	STR - 1	Promote fiscal soundness and take steps to create and maintain a balanced budget for the County Government. -Continue taking steps to accomplish ongoing budget balancing and undertake process improvement reviews in County operations and activities. -Explore budgeting frameworks that would establish guidelines and disadvantages for elected officers not staying within the allocated budget
2.6	STR - 2	Analyze and review the short- and long-term operations of the County's nursing home at River Bluff -Evaluate the climate of short- and long-term nursing care trends and needs -Assess the gap between revenue and costs at the County nursing home
2.9	STR - 3	Evaluate County detention facilities and operations -Explore detention reform options such as low level misdemeanor reform alternatives and eliminating overnight jail stays in certain conditions
3.5	STR - 4	Examine organizational human resource system and policy reforms -Evaluate and assess possible consolidations of human resource functions within the County organization where it would be most efficient and effective

## SHORT-TERM COMPLEX

GROUP AVG	GOAL ID #	GOAL
2.2	STC - 1	<p>Improve/create intergovernmental partnerships and collaborations to create and capitalize on economies of scale</p> <ul style="list-style-type: none"> <li>-Explore, facilitate, encourage and evaluate shared use of resources and capabilities within the County including possibilities as noted below: <ul style="list-style-type: none"> <li>- County Sheriff and Rockford police and other local police agencies</li> <li>- A metro fire and emergency services response model</li> <li>- Public safety collaboration for shared technologies, i.e., possible 911 consolidation, (Fusion Center)</li> </ul> </li> <li>-Boards or elected officials possible consolidation</li> </ul>
2.3	STC - 2	<p>Enhance economic growth and activities in and across the County</p> <ul style="list-style-type: none"> <li>-Implement community redevelopment strategies to stimulate economic growth</li> <li>-Take steps to promote economic diversity and investments</li> <li>-Explore business and development incentives to increase job opportunities that are sustainable while offering a living wage</li> <li>-Promote programs for employment and workforce development</li> <li>-Be willing to explore and advance second chance employment programs</li> <li>-Support workforce training programs with schools and training programs at all levels including technical, high school, college, apprenticeship, etc.</li> <li>-Partner with educators to upgrade outcomes from school suspensions</li> </ul>
3.3	STC - 3	Review, analyze and reform/redesign animal services policies and operations
3.7	STC - 6	<p>Advance and improve the County organization</p> <ul style="list-style-type: none"> <li>-Encourage organizational development and the creation of a positive and dedicated work environment</li> <li>-Promote employee wellness</li> <li>-Enhance and improve efficiency in processes and innovation across departments</li> <li>-Evaluate retention and attraction issues/challenges of the County workforce</li> </ul>
4.4	STC - 4	<p>Undertake a County branding, awareness and communication plan</p> <ul style="list-style-type: none"> <li>-Create/implement a plan to improve the perceptions/branding and image of the County to multiple stakeholders, businesses, visitors and investors</li> <li>-Help citizens understand the role of County government</li> </ul>
5.1	STC - 5	Explore the future role, function and structure of townships

LONG-TERM ROUTINE		
GROUP AVG	GOAL ID #	GOAL
1.7	LTR - 2	Develop a long-term capital improvement plan for highways, major equipment, building maintenance and other essential capital improvements
2.0	LTR - 1	Invest in infrastructure maintenance and improvement to protect, conserve, restore, and properly manage County assets <ul style="list-style-type: none"> <li>-Improve County-maintained roads</li> <li>-Explore financing options and funding streams including possible host fees, a 1% sales tax for infrastructure improvements</li> <li>-Seek and prepare for state/federal funding programs and collaborations to improve, maintain or expand infrastructure</li> </ul>
2.3	LTR - 3	Explore innovative incarceration or detention options and programs with stakeholders for outside of jail alternatives: <ul style="list-style-type: none"> <li>-Work to promote GED program improvements and reinstatement</li> <li>-Explore alternative work/trade programs for inmates-workforce development to reduce recidivism</li> </ul>

## LONG-TERM COMPLEX

GROUP AVG	GOAL ID #	GOAL
1.7	LTC - 1	<p>Promote, facilitate and take an active role to encourage outside economic investments in the County</p> <ul style="list-style-type: none"> <li>-Develop strategies and steps for business retention/acquisition</li> <li>-Encourage multiple career paths and workforce skill development including promoting and supporting vocational tech programs, schools and providers</li> <li>-Increase and diversify revenue and grow population across the County</li> <li>-Promote economic development and investment in the western part of the County</li> </ul>
2.8	LTC - 3	<p>Take steps to establish/improve mental health support and care systems</p> <ul style="list-style-type: none"> <li>-Explore and evaluate options and alternatives</li> <li>-Partner and integrate with community providers and agencies including courts, law enforcement and social services</li> </ul>
3.5	LTC - 2	<p>Take steps to recognize and capitalize on the river as a unique natural asset and feature</p> <ul style="list-style-type: none"> <li>-Encourage economic development along the river</li> <li>-Promote the river as an asset for both recreation and commercial activities</li> <li>-Partner with stakeholders to capitalize on the river as a unique place, amenity and economic engine</li> </ul>
4.1	LTC - 4	<p>Promote energy source maximization and sustainability using County assets</p> <ul style="list-style-type: none"> <li>-Explore waste to energy production</li> <li>-Evaluate renewable alternatives in partnership with the County landfill</li> </ul>
4.1	LTC - 5	<p>Promote community engagement, inclusion and participation</p> <ul style="list-style-type: none"> <li>-Broaden inclusion and work to engage underrepresented populations and add to those involved</li> <li>-Develop strategies to improve/enhance the inclusivity and diversity of the County's governing units, government frameworks and the County organization</li> </ul>
4.8	LTC - 6	<p>Undertake an assessment and feasibility study of a Metra rail line to connect Rockford to O'Hare and Union Station in Chicago</p>



# **APPENDIX C:**

## **Summary of Focus Group Data**

## APPENDIX C: Summary of Focus Group Data

One of the key analytical techniques used for focus group notes is an analyst's search for key phrases, words, or terms that cut across all groups. Coding is done by analysts' individual readings of the data, followed by key term searches with the aid of document software. The words and phrases listed below present the results of the study team's analysis of the collected focus group notes. At a glance, the reader can discover what terms were used or referred to most frequently in the feedback notes. Using individual analysts' coding, the researcher identifies terms that recur across groups and across questions. The results are revealing in that, they highlight key topics or issues that should be weighed and considered when proceeding with strategic planning discussions.

The information that follows is a summary of key themes and topics that emerged during the exploratory focus group/outreach sessions. The sessions were designed to serve as a primer for the strategic planning process. The information that is presented in this summation was designed to add *exploratory and thematic information* for the Board to consider during the strategic planning workshop sessions.

The same six exploratory focus group discussion questions were asked to each focus group and are listed below:

1. How would you describe Winnebago County to a stranger or someone who doesn't live or work here?
2. If you left Winnebago County tomorrow, and did not return for 10-15 years, what do you think you'll see, or what do you hope you'll see, when you return?
3. What do you like best about Winnebago County? Related to that, what are the strengths/greatest assets of the County?
4. Can you identify areas or topics in need of attention or improvement? Related to that, what are the weaknesses/greatest needs in Winnebago County? Challenges?
5. What are/should be the top priorities for the County over the next 3-5 years?
6. If you could change or initiate one key item or thing about the County, what would it be?

## Overall Themes

The data below were derived from the analysis of the bundled focus group data. Using qualitative analysis techniques such as reviews of phrases, developing sorting categories, and conducting word counts, the following comment themes, topics, and phrases surfaced. *Note: Some categories, topics, and phrases that were seen as closely related by the analysts were combined for the theme/phrase/word counts presented below.*

### 1. How would you describe Winnebago County to a stranger or someone who doesn't live or work here?

#### - Frequent Themes or Phrases

- Shift to new ideas/change with the times/lack of sense of awareness as a County (20)
- Great place to raise a family/"little big town"/has it all/good resources (16)
- Amenities/quality of life/downtown/shopping (14)
- High employment opportunities/economic driver/aerospace (12)
- Evolving/good potential/becoming a destination (11)
- Location (10)

- Passionate people/good community spirit/diverse community (8)
- County leadership/collaboration (6)
- Crime (6)
- Vacant buildings/opportunities for increased income level/population decline (5)
- Transportation/airport (4)

**2. If you left Winnebago County tomorrow, and did not return for 10-15 years, what do you think you'll see, or what do you hope you'll see, when you return?**

- Frequent Themes or Phrases

- Regional and community development/goal alignment/unification (23)
- More opportunities for youth/increased graduation rates (13)
- Growth in downtown/amenities/follow Rockford (12)
- Better handle on crime/safer neighborhoods/crime and safety perceptions (11)
- Employment opportunities/talent retention/change perception of blue collar (9)
- Stable/sustainable community/accepting (8)
- Change in leadership/active leadership (7)
- Improved transportation system (4)
- Housing improvements (2)

**3. What do you like best about Winnebago County? Related to that, what are the strengths/greatest assets of the County?**

- Frequent Themes or Phrases

- Access to officials/leadership (13)
- Park district/public recreation (13)
- Community/diversity (10)
- Natural resources/land/open space (9)
- Services/nonprofits/health department/faith-based (7)
- Amenities/downtown/children's museum (7)
- Diverse housing mix/affordable housing options/cost of living (5)
- Infrastructure/water utility (4)
- Location (4)
- Airport/transportation (4)
- Schools/education (3)
- Size (2)

**4. Can you identify areas or topics in need of attention or improvement? Related to that, what are the weaknesses/greatest needs in Winnebago County? Challenges?**

- Frequent Themes or Phrases

- Leadership/more engaged/follow-through (16)
- Community culture/"boys club"/diversity (10)
- Public perception/need for mentorship/social-emotional/ (7)
- Crime/drugs (6)
- Improve budgeting/diversify funding (5)

- Poverty/food deserts/shrinking middle class (5)
- Location (3)
- Housing development (3)
- Infrastructure (3)
- Public transportation/limited public transportation (3)
- Maintain what we have/loss of amenities (2)
- Education/options besides college (2)

**5. What are/should be the top priorities for the County over the next 3-5 years?**

- Frequent Themes or Phrases

- Access to officials/leadership (5)
- Airport/transportation (5)
- Diverse housing stock/affordable housing options/cost of living (4)
- Geographic location/size (4)
- Natural resources/land/open space (4)
- Park district/public recreation opportunities (3)
- Economic development (3)
- Community/diversity/faith-based (2)
- Services/nonprofits/health department (2)
- Current amenities/sports complex/tourism/downtown (2)
- Schools/education (1)

**6. If you could change or initiate one key item or thing about the County, what would it be?**

- Frequent Themes or Phrases

- Downtown redevelopment/inviting to business/variety of entertainment and dining options/beautification (18)
- Undertake a city-wide organizational review (staffing levels, ordinances, etc.) (8)
- Marketing and branding initiative/communication improvements/transparency (7)
- Rec center/community center with pool/YMCA (7)
- Move-forward mindset/follow-through (5)
- Unify community/positive narrative/community group to identify solutions and priorities (4)
- Affordable housing (3)



# **LIQUOR COMMISSION**

**ORDINANCE AMENDING SECTION 6-13 OF THE  
WINNEBAGO COUNTY CODE TO EXPAND THE HOURS  
DURING WHICH COUNTY LIQUOR LICENSEES MAY  
SELL ALCOHOLIC LIQUOR ON SUNDAYS**

WHEREAS, Chapter 6 of the Winnebago County Code regulates the sale of alcoholic beverages within the unincorporated areas of Winnebago County, Illinois; and

WHEREAS, 235 ILCS 5/4-1 authorizes county boards to establish regulations and restrictions covering the operations county liquor licensees which are not inconsistent with law and as the public good and convenience may require; and

WHEREAS, it is in the best interests of the citizens of Winnebago County, Illinois for the Winnebago County Code to be amended to expand the hours during which the County of Winnebago's liquor licensees may sell alcoholic liquor on Sundays in order to be more in line with the hours of operation allowed by the larger communities in Winnebago County, and to make uniform the Sunday business hours of operation for the different classes of liquor licenses issued by the County of Winnebago.

NOW, THEREFORE, BE IT ORDAINED, by the County Board of the County of Winnebago, Illinois that section 6-13 of the Winnebago County Code is hereby amended to read as follows (new text is typed in bold; deleted, former text is typed as ~~deleted~~):

Sec. 6-13. Business hours.

(a) Except as provided in subsections (b), (c), (d), (e), and (f) of this section, no alcoholic liquor shall be sold, offered for sale, furnished, carried out of, or consumed by anyone, including the owner and employees thereof, on any premises licensed under this chapter from 2:00 a.m. Sunday until the hour of 6:00 a.m. Monday, nor from 2:00 a.m. to 6:00 a.m. on other days during the week.

(b) If December 31 falls on any day during the week, except Sunday, the closing hours shall be extended from 2:00 a.m. until 3:00 a.m. If December 31 falls on a Sunday, it shall be lawful for alcoholic liquor to be sold and consumed on a licensed premises specified in a class A, B, or C license, and sold on a licensed premises specified in a class D license, between the hours of 6:00 p.m. Sunday and 3:00 a.m. Monday.

(c) A holder of a class A or C license may sell at retail, on the licensed premises, alcoholic liquor for consumption on the premises, as well as sell at retail alcoholic liquor in original and unbroken packages, on Sundays, between the hours of ~~10:30~~ **6:00** a.m. and 12:00 midnight, if the licensee also holds a Sunday license as described in section 6-

53.

(d) A holder of a class B license may sell at retail, on the licensed premises, alcoholic liquor for consumption on the premises, as well as sell at retail alcoholic liquor in original and unbroken packages, on Sundays, between the hours of ~~8:00~~ **6:00** a.m. and 12:00 midnight, if the licensee also holds a Sunday license.

(e) A holder of a class D license may sell at retail, on the licensed premises, alcoholic liquor in original and unbroken packages, not for consumption on the premises, on Sundays, between the hours of ~~11:00~~ **6:00** a.m. and 12:00 midnight, if the licensee also holds a Sunday license.

(f) A holder of a class K license may furnish and/or dispense, on a catered premises, alcoholic liquor for consumption on the catered premises at any time and on any day of the week, except between the hours of 2:00 a.m. and 6:00 a.m. Tuesday through Sunday and 12:01 a.m. and 6:00 a.m. on Mondays.

(g) The hours of opening and closing as described in this section shall be applicable to either Central Standard Time or Central Daylight Savings Time, whichever is in effect in the county at the time in question.

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

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

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

ATTEST:

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



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

Your Liquor Committee presents the following **ORDINANCE AMENDING SECTION 6-13 OF THE WINNEBAGO COUNTY CODE TO EXPAND THE HOURS DURING WHICH COUNTY LIQUOR LICENSEES MAY SELL ALCOHOLIC LIQUOR ON SUNDAYS**, and recommends its adoption.

Respectfully Submitted,

LIQUOR COMMITTEE

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
\_\_\_\_\_

(TO ADOPT)

\_\_\_\_\_  
\_\_\_\_\_

(TO NOT ADOPT)

Dated this \_\_\_\_ day of June, 2019.