



# WINNEBAGO COUNTY

— ILLINOIS —

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

## AGENDA

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

**Thursday, July 25, 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 Jas Bilich
5. **Awards, Proclamations, Presentations, Public Hearings, and Public Participation**
  - A. Awards – None
  - B. Proclamations – None
  - C. Presentations – None
6. **Public Comment** ..... **Registered Speakers**  
*Members of the public may address the Board by submitting their request no later than 2 hours prior to the start of the meeting. Contact [www.wincoil.us](http://www.wincoil.us) or (815) 319-4225 for guidelines.*
7. **Board Member Correspondence** ..... Board Members
8. **Chairman's Report** ..... Chairman Frank Haney
9. **Announcements & Communications** ..... Clerk Lori Gummow
  - A. Correspondence (see packet)
10. **Consent Agenda**..... Chairman Frank Haney
  - A. Raffle Report
  - B. Bills
  - C. Approval of June 27, 2019 minutes
  - D. Layover of July 11, 2019 minutes

- 11. **County Administrator’s Report.....Administrator Carla Paschal**
- 12. **Department Head Updates.....Department Heads**
- 13. **Standing Committee Reports ..... Chairman Frank Haney**
  - A. Finance Committee .....**Jaime Salgado, Committee Chairman**
    - 1. Committee Report
    - 2. Resolution Approving Subcontractor Agreements for the Domestic Violence Enhanced Training and Services to End Abuse in Later Life Grant
    - 3. Budget Amendment 2019-025 Legal Fees to be Laid Over
    - 4. Budget Amendment 2019-026 Dental Sealant Program to be Laid Over
    - 5. Budget Amendment 2019-027 Regional Planning and Economic Development Salaries to be Laid Over
    - 6. Resolution Approving Settlement of 19-CH-190 (Settlement of Sheriff’s Lawsuit)
    - 7. Budget Amendment 2019-028 Children’s Waiting Room Funding to be Laid Over
    - 8. Budget Amendment 2019-029 Sheriff Unfunded Deputies to be Laid Over
  - B. Economic Development Committee ..... **Jas Bilich, Committee Chairman**
    - 1. Committee Report
    - 2. Resolution Allocating \$5,000 Of The Host Fee Allocations For Fiscal Year 2019 To Keeping Families And Communities Together-KFACT
    - 3. Resolution To Donate Five Thousand Dollars To The Rockford Area Convention And Visitors Bureau (RACVB) To Support The Fred VanVleet Celebration
    - 4. Resolution Granting Authority To The Winnebago County Board Chairman To Execute The Documents Necessary To Complete A Loan For \$200,000 From Winnebago County Host Fees For The “Recapitalization Of Northern Illinois Community Development Corporation” Program To Northern Illinois Community Development Corporation (NICDC)
  - C. Personnel and Policies Committee.....**David Fiduccia, Committee Chairman**
    - 1. Committee Report
    - 2. An Ordinance Amending Section 2-89 of the County Code of Ordinances (Appointment of Department Heads) to be Laid Over
    - 3. An Ordinance Amending Section 2-168 of the County Code of Ordinances (Human Resources Director) to be Laid Over
  - D. Zoning Committee ..... **Jim Webster, Committee Chairman**
    - Planning and/or Zoning Requests:
      - 1. Committee Report
  - E. Operations & Administrative Committee ..... **Keith McDonald, Committee Chairman**
    - 1. Committee Report

- F. Public Works Committee ..... **Dave Tassoni, Committee Chairman**
  - 1. Committee Report
- G. Public Safety Committee..... **Aaron Booker, Committee Chairman**
  - 1. Committee Report

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

**15. New Business.....Chairman Frank Haney**  
**A. Appointment of an Acting County Administrator**

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

**Next Meeting: Thursday, August 8, 2019**

# **CHAIRMAN'S REPORT**

# **ANNOUNCEMENTS & COMMUNICATIONS**



# WINNEBAGO COUNTY

— ILLINOIS —

## Announcements & Communications

Date: July 25, 2019

Item: Correspondence to the Board

Prepared by: County Clerk Lori Gummow

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

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

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

1. County Clerk Gummow received from the United States Nuclear Regulatory Commission the following:
  - a. Byron Station, Units 1 and 2 – NRC Security Baseline Inspection Report 05000454/2019411; 05000455/2019411
  - b. Treatment of Reevaluated Seismic Hazard Information Provided Under Title 10 of the Code of Federal Regulations 50354(f) Regarding Recommendation 2.1 of the Near-Term Task Force Review of Insights from the Fukushima Dai-Ichi Accident
  - c. Federal Register /Vol. 84, No. 136 / Tuesday, July 16, 2019 / Notices
  - d. Braidwood Station, Units 1 and 2; Byron Station, Unit Nos. 1 and 2; Calvert Cliffs Nuclear Power Plant, Units 1 and 2; Clinton Power Station, Unit No. 1; Dresden Nuclear Power Station, Units 2 and 3; James A. Fitzpatrick Nuclear Power Plant; LaSalle County Station, Units 1 and 2; Limerick Generating Station, Units 1 and 2; Nine Mile Point Nuclear Station, Units 1 and 2; Peach Bottom Atomic Power Station, Units 2 and 3; Quad Cities Nuclear Power Station, Units 1 and 2; and R.E. Ginna Nuclear Power Plant – Proposed Alternative to use ASME Code Cases N-878 and N-880 (EPID L-2018-LLR-0077)
  - e. Braidwood Station, Units 1 and 2; Byron Station, Unit Nos. 1 and 2; Clinton Power Station, Unit No. 1; LaSalle Country Station, Units 1 and 2; Limerick Generating Station, Units 1 and 2; Nine Mile Point Nuclear Station, Unit 2; and Three Mile



# WINNEBAGO COUNTY

— ILLINOIS —

Island Nuclear Station, Unit 1 – Supplemental Information Needed to Support Request for Withholding Information Regarding Proposed Alternative to use Asme Code Case N-879.

2. County Clerk Gummow received from ComEd a letter regarding their intent to perform Vegetation management activities on distribution circuits in our area within the next few months.
3. County Clerk Gummow received from Illinois Environmental Protection Agency the following:
  - a. Notice of Application for Permit to Manage Waste. Description of Project: Significant Permit Modification Application for an Alternate Source Demonstration at Landfill No. 2.
  - b. A Public Notice regarding Renewal of the Federally Enforceable State Operating Permit Forest City Technologies, Inc. in Rockford.
4. County Clerk Gummow received from Comcast a letter regarding Changes to the Comcast channel line-up in our community.
5. County Clerk Gummow received 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
6. County Clerk Gummow received from Charter Communication, locally known as Spectrum, letters regarding changes in channel lineup on or around July 20, 2019 for the following:
  - a. County of Winnebago
  - b. Township of Harlem
  - c. Township of Rockton
  - d. Township of Roscoe



# WINNEBAGO COUNTY

— ILLINOIS —

7. County Clerk Gummow received from Charter Communication, locally known as Spectrum, letters regarding changes in channel lineup on or around August 21, 2019 for the following:
  - a. County of Winnebago
  - b. Township of Harlem
  - c. Township of Rockton
  - d. Township of Roscoe
8. County Clerk Gummow received from Nancy McPherson, Winnebago County Recorder, the Monthly Report for June, 2019.
9. County Clerk Gummow received from Sue Goral, Winnebago County Treasurer the Monthly Report for June 2019 Bank Balances.

**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  
7 different organizations for 8 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
30144	1	BRAVEHEARTS	08/17/2019-08/17/2019	\$ 1,000.00
30145	1	GIGI'S PLAYHOUSE ROCKFORD	08/01/2019-09/09/2019	\$ 1,800.00
30146	1	ROCKFORD RHYTHM, A PHANTOM REGIMENT ORG.	07/27/2019-07/28/2019	\$ 4,999.99
30147	1	SATORI CARES, INC.	07/26/2019-08/11/2019	\$ 480.00
30148	1	ST. AMBROGIO SOCIETY	08/01/2019-09/05/2019	\$ 1,000.00
30149	1	TAU KAPPA EPSILON FRATERNITY	08/03/2019-08/03/2019	\$ 1,717.00
30151	1	ROCKFORD RHYTHM, A PHANTOM REGIMENT ORG.	08/06/2019-08/06/2019	\$ 4,999.99

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 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
30150	1	ST. STANISLAUS KOSTKA CHURCH	07/26/2019-12/10/2019	\$ 18,250.00

This concludes my report

Deputy Clerk Kayla Hilliard

LORI GUMMOW  
Winnebago County Clerk

Date 25-Jul-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	3,481,849.53
101	PUBLIC SAFETY TAX	2,205,495.89
103	DOCUMENT STORAGE FUND	36,002.42
104	TREASURER'S DELINQUENT TAX FU	3,789.53
105	VITAL RECORDS FEE FUND	2,067.50
106	RECORDERS DOCUMENT FEE FUND	38,714.31
107	COURT AUTOMATION FUND	18,087.58
108	COURT SECURITY FEE FUND	31,014.75
109	VICTIM IMPACT PANEL FEE	800.00
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	74,039.76
115	PROBATION SERVICE FUND	39,372.00
116	HOST FEE FUND	317,500.00
119	CORONER FEE FUND	26,100.00
120	DEFERRED PROSECUTION PROGRAM	3,396.64
126	LAW LIBRARY	8,350.59
131	DETENTION HOME	210,594.96
141	WINGIS GEOR INFO SYSTEM (CO SHARE)	106,242.00
145	FORECLOSURE MEDIATION FUND	4,969.48
155	MEMORIAL HALL	8,248.74
158	CHILD ADVOCACY PROJECT	53,611.34
161	COUNTY HIGHWAY	170,870.88
162	COUNTY BRIDGE FUND	12,872.28
163	FEDERAL AID MATCHING FUND	42,553.91
164	MOTOR FUEL TAX FUND	430,063.24
165	TOWNSHIP HIGHWAY FUND	46,666.09
181	VETERANS ASSISTANCE FUND	14,968.41
185	HEALTH INSURANCE	1,218,804.07
192	EMPLOYER SOCIAL SECURITY FUND	338,835.37
193	ILLINOIS MUNICIPAL RETIRE	1,223,046.43
194	TORT JUDGMENT & LIABILITY	19,123.93
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

CONTINUATIONFUND NAMERECOMMENDED FOR PAYMENT

245	2012B ALT REFUNDING BONDS	6,975.00
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	707,641.09
302	SHERIFF'S DEPT GRANTS	12,563.65
303	STATE'S ATTORNEY GRANT	10,431.16
304	PROBATION GRANTS	5,280.00
309	CIRCUIT COURT GRANT FUND	169,785.83
401	RIVER BLUFF NURSING HOME	946,035.58
410	ANIMAL SERVICES	127,125.37
420	555 N COURT OPERATIONS FUND	7,820.45
430	WATER FUND	1,763.64
501	INTERNAL SERVICES	14,321.69

TOTAL THIS REPORT

14,832,227.73

The adoption of this report is hereby recommended:

  
 William Crowley, County Auditor

ADOPTED: This 25th day of July 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  
JUNE 27, 2019**

1. Board Member Gerl Called to Order the Regular Adjourned Meeting of the Winnebago County Board for Thursday, June 27, 2019 at 6:02 p.m.
2. Board Member Gerl announced the following Agenda Changes: No Changes
3. Roll Call: 20 Present. 0 Absent. (Board Members Arena, Bilich, Booker, Boomer, Butitta, Crosby, Fellars, Fiduccia, Gerl, Goral, Hoffman, Kelley, McDonald, Nabors, Redd, Salgado, Schultz, Tassoni, Webster, and Wescott were present)
4. County Board Member Schultz gave the invocation and led the Pledge of Allegiance.

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

5.     Awards                 -     None
- Proclamations     -     None
- Presentations    -     None

**PUBLIC COMMENT**

6.     None.

**BOARD MEMBER CORRESPONDENCE**

7.     Board Member Butitta spoke of a tour a brief tour he had of the new kennels at Animal Services. He announced the Winnebago County Animal Services Auxiliary is looking for volunteers.

Board Member Wescott announced he is stepping down from as the Economic Development Committee chairperson. He encourages Board Members to replace him with Board Member Jas Bilich.

**CHAIRMAN'S REPORT**

8.     No Report.

**ANNOUNCEMENTS & COMMUNICATION**

9. County Clerk Gummow submitted the Items Listed Below as Correspondence which were "Placed on File"
- A. County Clerk Gummow submitted from the United States Nuclear Regulatory Commission the following:
    - a. Federal Register / Vol. 84, No. 117 / Tuesday, June 18, 2018 / Notices
  - B. 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
  - C. County Clerk Gummow received from Comcast a letter regarding Changes to the Comcast channel line-up in our community.
  - D. County Clerk Gummow received from Nancy L McPherson, Winnebago County Recorder the Monthly Report for May 2019.

### **CONSENT AGENDA**

10. Board Member Gerl entertained a motion to approve the Consent Agenda for June 27, 2019 (Raffle Report, Bills and County Board Minutes of May 23, 2019 and to layover the County Board Minutes of June 13, 2019). Board Member Fellars moved for the approval of the Consent Agenda, seconded by Board Member Hoffman. The motion was approved by a unanimous vote of all members present.

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

11. County Administrator Paschal gave a brief clarification of an editorial on our plan for roads.

County Administrator Paschal spoke of the Economic Development Policy and will have a meeting on Monday July 1, 2019 to approve the policy that has been discussed.

County Administrator Paschal introduced Patricia McDiarmid, the new River Bluff Administrator.

The first draft of the Budget for the General and Public Safety Sales Tax Funds will be presented July 9, 2019.

Tom Hodges, Supervisor of Assessments, gave an overview of the 2019 Tax Levy and the rate scenarios. He thanked Tammy Hillis in the County Clerk's Office for all of her help. Discussion by Board Member Webster and Fellars.

## **DEPARTMENT HEAD UPDATES**

12. No Report.

## **REPORTS FROM STANDING COMMITTEES**

### **FINANCE COMMITTEE**

13. Board Member Salgado read in for the first reading of an Ordinance Establishing Civil Fees and Criminal and Traffic Assessments to be Charged by the Clerk of the Circuit Court to be Laid Over. Board Member Salgado made a motion to suspend the rules, seconded by Board Member Wescott. Motion to suspend the rules was approved by a voice vote. Board Member Salgado made a motion to approve the Ordinance, seconded by Board Member Boomer. Discussion by Chief Deputy Circuit Clerk, Tom Lawson and Board Members Tassoni and Goral. Motion was approved by a voice vote.
14. Board Member Salgado read in for the first reading of a Budget Amendment 2019-023 Com Ed Siren Past Due Invoices to be Laid Over. Board Member Salgado made a motion to suspend the rules, seconded by Board Member Wescott. Motion to suspend the rules was approved by a voice vote. Board Member Salgado made a motion to approve Budget Amendment 2019-023, seconded by Board Member Boomer. Discussion by County Administrator Paschal, Purchasing Director Johns, and Board Members Fellars, Salgado, McDonald, Redd, Goral, and Arena. Motion was approved by a voice vote.
15. Board Member Salgado read in for the first reading of a Budget Amendment 2019-024 Memorial Hall Revenue and Expenditures to be Laid Over. Board Member Salgado made a motion to suspend the rules, seconded by Board Member Wescott. Board Member Salgado made a motion to approve Budget Amendment 2019-024, seconded by Board Member Wescott. Discussion by County Administrator Paschal. Motion was approved by a voice vote.

### **ZONING COMMITTEE**

16. Board Member Webster read in for the first reading agenda items 1, 2, 3, and 4 (as listed below), to be laid over. Board Member Webster made a motion to suspend the rules, seconded by Board Member Goral. Motion was approved by a unanimous vote of all members present. Board Member Webster made a motion to approve agenda items 1, 2, 3, and 4, seconded by Board Member Fellars. Motion was approved by a voice vote.
  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 (with conditions), 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 (with conditions), 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 (with conditions), District 2 to be laid over.
4. SU-10-19 A special use permit for a vacation rental in the AG. Agricultural Priority District for property commonly known as 8022 Old River Road in Owen Township (with conditions), District 1 to be laid over.
17. Board Member Webster read in a Resolution authorizing Waiver of Fees for Demolition Permits, Countywide. Discussion by Director of Development Services Dornbush. Board Member Webster made a motion to approve the Resolution, seconded by Board Member Nabors. Discussion by Director of Development Services Dornbush and Board Members Redd and Goral. Motion was approved by a voice vote.

Board Member Webster announced the next Zoning Board of Appeals meeting will be July 10, 2019 and the next Zoning Committee will meet July 24, 2019.

### **ECONOMIC DEVELOPMENT**

18. Board Member Wescott made a motion to approve a Resolution Appointing Jasmin Bilich as Chairman of the Economic Development Committee of the County Board of the County of Winnebago, Illinois, seconded by Board Member Webster. Motion was approved by a voice vote.

### **OPERATIONS & ADMINISTRATIVE COMMITTEE**

19. Board Member McDonald made a motion to approve a Resolution Awarding Joint Purchasing Carpentry Services, seconded by Board Member Hoffman. Motion was approved by a voice vote.
20. Board Member McDonald made a motion to approve a Resolution Authorizing the Purchase of Powered Ambulance Cots, seconded by Board Member Hoffman. Motion was approved by a voice vote.
23. Board Member McDonald made a motion to approve a Resolution Awarding Joint Purchasing Painting Services, seconded by Board Member Arena. Motion was approved by a voice vote.
24. Board Member McDonald made a motion to approve a Resolution Awarding Seal Coating Services, seconded by Board Member Hoffman. Motion was approved by a voice vote.
25. Board Member McDonald made a motion to approve a Resolution Authorizing Communication with the Illinois General Assembly Regarding Proposed Changes to the Property Tax Code for Sales in Error and Tax Deeds, seconded by Board Member Arena. Discussion by Board Member McDonald. Motion was approved by a voice vote. Discussion by State's Attorney Hite-Ross, Purchasing Director Johns, and Board Members McDonald, Crosby, Fellars, and Goral.

## **PUBLIC WORKS**

26. Board Member Tassoni made a motion to approve (19-017) a 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, seconded by Board Member Kelley. Discussion by Board Member Tassoni. Motion was approved by a voice vote.
27. Board Member Tassoni made a motion to approve (19-018) a 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), seconded by Board Member Kelley. Discussion by Board Member Tassoni and Gerl. Motion was approved by a voice vote.
28. Board Member Tassoni made a motion to approve (19-019) a Resolution Approving an Agreement Between the County of Winnebago and Region 1 Planning Council to Update Winnebago County's Multi-Hazard Mitigation Plan (To be completed with hours allocated to the County for FY20), seconded by Board Member Kelley. Discussion by Winnebago County Engineer Vanderwerff and Board Members Arena and Tassoni. Motion was approved by a voice vote.

## **PUBLIC SAFETY**

29. Board Member Booker made a motion to approve a Resolution Approving an Intergovernmental Agreement Between the County of Winnebago and South Beloit Community School District No. 320 for School Resource Officer Program, seconded by Board Member Fellars. Discussion by County Administrator Paschal and Board Member Schultz. Motion was approved by a voice vote.

Board Member Booker spoke of complaints received about vehicles with loud exhaust. Board Member Booker reported he is opposed of removing the tornado sirens.

## **PERSONNEL AND POLICY COMMITTEE**

30. Board Member Fiduccia read in for the first reading of an Ordinance Creating Sections of Chapter 2, Article III, Division 7 (Chief Human Resources Officer) of the County Code of Ordinances to be Laid Over.

Board Member Fiduccia reported that Animal Services received 984 calls for service. Cherry Valley had 6, New Milford had 0, Village of Winnebago had 6, Pecatonica had 2, Durand had 1, South Beloit had 20, Roscoe had 9, Rockton had 16, Loves Park had 51, Machesney Park had 69, unincorporated Winnebago County had 184, the City of Rockford had 620 calls for service. They took in 176 dogs, 153 cats, 5 guinea pigs, 1 hamster, 1 snake, 1 lizard, 1 tarantula, 22 fish, and 50 wildlife. We adopted out 65 dogs, 62 cats, 2 ferrets, 4 guinea pigs, 2 lizards, 10 fish, and 2 domestic birds.

Human Resource director, Ponder spoke of the Chief Human Resources Officer position and would be happy to discuss the position.

### **LIQUOR COMMISSION**

31. Board Member Gerl read in for the first reading of an 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. Discussion by Board Member Tassoni. Board Member Tassoni made a motion to suspend the rules, seconded by Board Member Butitta. Discussion by Board Members Arena and Butitta. Motion was approved by a voice vote. Board Member Butitta made a motion to approve the Ordinance, seconded by Board Tassoni. Motion was approved by a voice vote.

### **UNFINISHED BUSINESS**

32. Board Member McDonald spoke of Committee Chairs standing before the Board to give their report.

### **NEW BUSINESS**

33. Board Member Gerl read in for the first reading of the Appointment listed below, to be Laid Over. County Board Member Goral made a motion to suspend the rules to approve the appointments, as listed below, seconded by Board Member Wescott. Motion to suspend the rules was approved by a voice vote. County Board Member Wecott moved for the approval of the appointments, seconded by Nabors. Motion was approved by a voice vote.

#### **Appointment(s):**

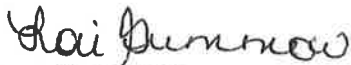
#### **Winnebago County Board of Health**

Tuffy Quinonez

Board Member Tassoni announced Board Member Gerl did an exceptional job as acting Chairman.

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

Respectfully submitted,



Lori Gummow  
County Clerk

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

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

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

5.     Awards                 -     None
- Proclamations     -     None
- Presentations     -     None

**PUBLIC COMMENT**

6.     None.

**BOARD MEMBER CORRESPONDENCE**

7.     Board Member Wescott inquired on where the funds come from for all the new signs in the area. Discussion by Chairman Haney.

Board Member Arena asked State's Attorney Hite-Ross for confirmation regarding claims by the media that the County owes the City of Rockford and the Landfill for an over payment. Discussion by State's Attorney Hite-Ross.

Board Member Webster followed up on Board Members Wescott's comment. Discussion by Chairman Haney.

**CHAIRMAN'S REPORT**

8.     Trustee Program Recommendation – Chairman Haney spoke of a good meeting with Deputy State's Attorney Emmert, Director of Development Services Dornbush, Sara from the State's Attorney's Office, and a couple of individuals from the Region 1 Planning Council. Chairman

Haney will be recommending that we make the change in agent to the R1PC. The recommendation may be ready to go to Committee next week.

### **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. Information Request to Support Upcoming Problem Identification and Resolution Inspection at Byron Station, Units 1 and 2.
    - b. Federal Register / Vol. 84, No. 127 / Tuesday, July 2, 2019 / Notices
  - B. County Clerk Gummow received from Charter Communications a letter regarding Quarterly Franchise Fee Payment.
  - C. County Clerk Gummow received from Comcast a letter regarding TiVo Customer Xfinity On Demand App.
  - D. County Clerk Gummow received from Sue Goral, Winnebago County Treasurer the Monthly Report for June, 2019 Bank Balances.

### **CONSENT AGENDA**

10. Chairman Haney entertained a motion to approve the Consent Agenda for July 11, 2019 (Raffle Report and County Board Minutes of June 13, 2019 and to layover the County Board Minutes of June 27, 2019). Board Member Hoffman moved for the approval of the Consent Agenda, seconded by Board Member Fellars. The motion was approved by a unanimous vote of all members present. (Board Member Schultz was absent.)

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

11. No Report.

### **DEPARTMENT HEAD UPDATES**

12. No Report.

### **REPORTS FROM STANDING COMMITTEES**

### **ECONOMIC DEVELOPMENT**

13. Board Member Bilich made a motion to approve a Resolution Authorizing Participation in Abandoned Residential Property Municipal Relief Program Grant, seconded by Board Member Redd. Motion was approved by a unanimous vote of all members present. (Board Member Schultz was absent.)
14. Board Member Bilich made a motion to approve a Resolution Authorizing Participation in Home Accessibility Program Grant, seconded by Board Member Hoffman. Motion was approved by a unanimous vote of all members present.) (Board Member Schultz was absent.)
15. Board Member Bilich made a motion to approve a Resolution Allocating \$5,000 of the Host Fee Allocations for Fiscal Year 2019 To Keeping Families and Communities Together-KFACT, seconded by Board Member Gerl. Board Member Bilich made a motion to lay over, seconded by Board Member Kelley. Motion to lay over was approved by a voice vote. (Board Members Fellars, Nabors, Crosby, and Redd voted no.) (Board Member Schultz was absent.)
16. Board Member Bilich made a motion to approve a Resolution Adopting the Winnebago County Economic Development, Business Incentive and Host Fee Program Policy, seconded by Board Member Fellars. Motion was approved by a unanimous vote of all members present. (Board Member Schultz was absent.)

### **PUBLIC SAFETY**

17. Board Member Booker made a motion to approve a Resolution Approving an Intergovernmental Agreement between Winnebago and Win-Bur-Sew Protection District, seconded by Board Member Hoffman. Motion was approved by a unanimous vote of all members present. (Board Member Schultz was absent.) Discussion by Board Member Booker.

### **PERSONNEL AND POLICY COMMITTEE**

18. Board Member Fiduccia made a motion to approve an Ordinance Creating Sections of Chapter 2, Article III, Division 7 (Chief Human Resources Officer) of the County Code of Ordinances, seconded by Board Member Boomer. Board Member Butitta made a motion to amend the Ordinance to read The Chief Human Resource Officer will develop and implement a Countywide performance management system. The system should ensure that following key areas are included: Performance Planning; Ongoing Employee Feedback; Employee Input; Employee Evaluation and Employee Performance Review, seconded by Board Member Fellars. Discussion by Board Members Butitta and Hoffman. Motion to amend the Ordinance was approved by a unanimous vote of all members present. (Board Member Schultz was absent.) Discussion by Board Members McDonald. Board Member Crosby made a motion to amend Section 2 under Duties and delete items O. and P., seconded by Board Member Kelley. Discussion by Board Members Crosby, Webster, Arena, Goral, Gerl, Fellars. Motion to amend the Ordinance to delete items O. and P. failed by a roll call vote of 14 no and 5 yes votes. (Board Members Arena, Bilich, Boomer, Booker, Fiduccia, Goral, Hoffman, McDonald, Nabors, Redd, Salgado, Tassoni, Webster, and Wescott voted no.) (Board Member Schultz was absent.) Discussion by Board Members Fiduccia and Gerl. Board Member Salgado made a motion to send the Ordinance back to the Personnel and Policy Committee, seconded by Board Member Kelley. Discussion by Chairman Haney and Board Member Fellars, Goral, Arena, Webster,

Salgado, Gerl, Boomer, Fiduccia, and Butitta. Board Member Goral made a motion to call the question, seconded by Board Member Kelley. Motion was approved by a unanimous vote of all members present. Motion to send the Ordinance back to Committee failed by a roll call vote of 12 no and 7 yes votes. (Board Members Arena, Bilich, Boomer, Butitta, Fiduccia, Goral, Hoffman, Nabors, Redd, Tassoni, Webster and Wescott voted no.) (Board Member Schultz was absent.) Board Member Boomer made a motion to call the question, seconded by Board Member Wescott. Motion was approved by a unanimous vote of all members present. Motion to approve the original amended Ordinance was approved by a roll call vote of 15 yes and 4 no votes. (Board Members Crosby, Fellars, Kelley, and McDonald voted no.) (Board Member Schultz was absent.)

19. Board Member Fiduccia read in for the first reading of an Ordinance Amending Section 2-123 of the County Code of Ordinances to be Laid Over. Board Member Arena made a motion to suspend the rules, seconded Board Member Boomer. Discussion by Board Member Fellars. Motion to suspend the rules was approved by a roll call vote of 13 yes and 6 no votes. (Board Members Butitta, Crosby, Fellars, Goral, Kelley, and Nabors voted no.) (Board Member Schultz was absent.) Discussion by Chairman Haney, Deputy State's Attorney Kurlinkus, and Board Members Fellars, Fiduccia, Boomer, Salgado. Board Member Webster made a motion to call the question, seconded by Board Member Wescott. Motion the call the question was approved by a roll call vote of 13 yes and 6 no votes. (Board Members Arena, Booker, Crosby, Fellars, McDonald, and Nabors voted no.) (Board Member Schultz was absent.) Motion to approve the Ordinance was approved by a roll call vote of 12 yes and 7 no votes. (Board Members Booker, Butitta, Crosby, Fellars, Gerl, Kelley, and Nabors voted no.) (Board Member Schultz was absent.)
20. Board Member Fiduccia entertained a motion to go into Closed Session to discuss Personnel. County Board Fiduccia 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 Personnel, seconded by Board Member Goral. Motion was approved by a roll call vote of 13 yes and 5 no votes. (Board Members Booker, Butitta, Crosby, Fellars, and Kelley voted no) (Board Member Schultz was absent.) The meeting closed at 7:20 p.m. The Open Session Meeting reconvened at 8:09 p.m. Chairman Haney announced that no action was taken during the Closed Session.

#### **FINANCE COMMITTEE**

21. Board Member Salgado announced that County Administrator Paschal and the Finance Team are working on the Budget.

#### **ZONING COMMITTEE**

22. Board Member Webster announced the Zoning Committee will have nothing for at least a month.

#### **OPERATIONS & ADMINISTRATIVE COMMITTEE**

23. No Report.

## PUBLIC WORKS

24. No Report.

## UNFINISHED BUSINESS

25. None.

## NEW BUSINESS

26. Chairman Haney read in for the first reading of the Appointment listed below, to be Laid Over. County Board Member Wescott made a motion to suspend the rules to approve the appointments, as listed below, seconded by Board Member Hoffman. Motion to suspend the rules was approved by a voice vote. (Board Member Schultz was absent.) County Board Member Wescott moved for the approval of the appointment(s), seconded by Hoffman. Motion was approved by a voice vote. (Board Member Schultz was absent.)

### **Appointment(s):**

#### **Rockford Area Venues and Entertainment Authority**

Howie Heaton

June 2019-June 2024, 5 year term

Machesney Park, IL

Board Member Crosby spoke of a Resolution dissolving the Personnel and Policy Committee. Discussion by Deputy State's Attorney and Board Member Boomer.

Board Member Webster spoke of an interim County Administrator.

Board Member McDonald suggested a talent search to find a new County Administrator.

Board Member Butitta agreed with Board Member McDonald's statement.

Board Member Redd suggested that the Board read the memo of intension to resign.

27. Chairman Haney entertained a motion to adjourn. County Board Member Boomer moved to adjourn the meeting, seconded by Board Member Arena. Motion was approved by a voice vote. The meeting was adjourned at 8:23 p.m.

Respectfully submitted,



Lori Gummow

County Clerk

ar



# **ADMINISTRATOR'S REPORT**

# **DEPARTMENT HEAD UPDATES**

# **FINANCE COMMITTEE**

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

Submitted by: Finance Committee

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

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**RESOLUTION APPROVING SUBCONTRACTOR AGREEMENTS  
FOR THE DOMESTIC VIOLENCE ENHANCED TRAINING AND  
SERVICES TO END ABUSE IN LATER LIFE GRANT**

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**WHEREAS**, the County has been awarded the Department of Justice/Office on Violence Against Women Domestic Violence Enhanced Training and Services to End Abuse in Later Life Grant (hereinafter the “Grant”); and

**WHEREAS**, in order to provide the Grant deliverables, the County desires to contract with the following subcontractors: Remedies Renewing Lives, Rockford Sexual Assault Counseling, and Mercy Health at Home (hereinafter the “Subcontractors”); and

**WHEREAS**, the understanding between the County and the Subcontractors related to the terms under which the Subcontractors will provide the necessary Grant services is set forth in the agreements attached hereto as Exhibit A (Remedies Renewing Lives), Exhibit B (Rockford Sexual Assault Counseling) and Exhibit C (Mercy Health at Home).

**NOW, THEREFORE, BE IT RESOLVED**, by the County Board of the County of Winnebago, Illinois, that the agreements between the County of Winnebago and Remedies Renewing Lives, Rockford Sexual Assault Counseling, and Mercy Health at Home are approved in substantially the same form as the agreements attached hereto as Exhibit A, Exhibit B and Exhibit C.

**BE IT FURTHER RESOLVED**, that Frank Haney, the Winnebago County Board Chairman, is authorized and directed to, on behalf of the County of Winnebago, to execute the agreements attached hereto as Exhibit A, Exhibit B, and Exhibit C.

**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 Anna Grzelak, Winnebago County Court Services, the Winnebago County Administrator, and the Winnebago County Auditor.

**Respectfully submitted,  
FINANCE COMMITTEE**

**AGREE**

**DISAGREE**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

\_\_\_\_\_  
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

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

This Agreement is made and entered into this 25<sup>th</sup> day of June, 2019, by and between Winnebago County, Illinois with an address at 404 Elm Street, Rockford, Illinois 61101 (hereinafter the “County”) and Remedies Renewing Lives with an address at 220 Easton Parkway, Rockford, Illinois 61108 (hereinafter the “Subcontractor”).

WHEREAS, the County has been awarded the Department of Justice (DOJ)/ Office on Violence Against Women (OVW) Domestic Violence Enhanced Training and Services to End Abuse in Later Life grant (hereinafter the “Grant”); and

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

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

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

1. **Term:** The term of this Agreement shall begin on January 1, 2019 and terminate on September 30, 2021, unless extended by written agreement of the parties. This Agreement will not be automatically renewed.

2. **Scope of Services:** Subcontractor shall act as the primary Domestic Violence victim services agency for the Grant. The services provided by Subcontractor, as designated by the County, shall include, but not be limited to, the following:

- (a) Participate in the planning and implementation phases of the Grant;
- (b) Serve on the Grant’s multidisciplinary planning and development team which will be responsible for developing implementation project activities;
- (c) Provide consultation and training;
- (d) Attend required trainings and meetings;
- (e) Travel to/from meetings, offices, and sites, including out-of-state travel for OVW sponsored technical assistance events and trainings;
- (f) Have approved staff member(s) attend the Grantee Orientation, the Law Enforcement “Training of Trainers” training, participate as a member of the multi-disciplinary training team to provide Law Enforcement Training and attend the local Advanced Law Enforcement Training;

(g) Attend the Direct Victim Services “Training of Trainers” training, participate as a member of the training team to collaborate in the planning and facilitation of direct services training and the direct services cross training;

(h) Participate in Coordinated Community Response to Abuse in Later Life Team events, activities and meetings including the local half-day Kickoff Event and half-day Coordinated Community Response Event; and

(i) Assist in the needs assessment process and assist in the development and implementation of outreach and direct services as determined by the needs assessment.

3. **Payment:**

(a) The County agrees to pay Subcontractor for the services set forth above of Becky Winstead at an hourly rate of \$37.35, Casey Bachochin at an hourly rate of \$25.63 and Alicia Suhr at an hourly rate of \$21.47, in addition to mileage for any distance traveled in excess of ten (10) miles of 58.0 cents (\$0.58) per mile, for a total amount not to exceed \$12,114.00 over the term of this Agreement.

(b) Subcontractor shall submit invoices monthly, describing in detail all work performed during the invoice period and itemizing and explaining all expenses for which reimbursement is claimed. Said invoices shall be sent via email to: Anna Grzelak at [agrzelak@17thcircuit.illinoiscourts.gov](mailto:agrzelak@17thcircuit.illinoiscourts.gov) or to such other email address as County may designate in writing. Subcontractor shall submit to the County a final invoice, clearly marked FINAL, not later than thirty (30) days after expiration or termination of this Agreement. Any amounts submitted after the 30-day deadline shall not be reimbursable, unless agreed to in writing by County.

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

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

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

4. **Records:**

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

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

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

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

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

(1) No federally-appropriated funds have been paid or will be paid, whether by or on behalf of Subcontractor, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

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

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



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

6. **Termination:**

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

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

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

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

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

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

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

(d) Remedies upon termination:

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

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

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

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

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

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

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

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

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

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

Subcontractor agrees to maintain general liability insurance, or self-insurance, in the minimum amount of \$1,000,000 per claim or occurrence, \$3,000,000 aggregate, for its employees, agents, and servants with an insurance carrier acceptable to the County. Client shall furnish the County, upon request, with a certificate of insurance or other written document reasonably satisfactory to the County as evidence of its insurance coverage in full force and effect.

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

County of Winnebago  
Attn: Anna Grzelak  
400 W. State Street Suite 215  
Rockford, IL 61101

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

Remedies Renewing Lives  
Attn: Becky Winstead  
220 Easton Parkway  
Rockford, IL 61108

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

difficulties (each a “Force Majeure Event”). If a Force Majeure Event occurs during the terms hereof, the parties shall be excused from performance hereunder.

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

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

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

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

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

THE COUNTY OF WINNEBAGO

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

REMEDIES RENEWING LIVES

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

**AGREEMENT BETWEEN WINNEBAGO COUNTY,  
ILLINOIS AND ROCKFORD SEXUAL ASSAULT COUNSELING**

This Agreement is made and entered into this 25th day of June, 2019, by and between Winnebago County, Illinois with an address at 404 Elm Street, Rockford, Illinois 61101 (hereinafter the "County") and Rockford Sexual Assault Counseling with an address at 4990 East State Street, Rockford, Illinois 61108 (hereinafter the "Subcontractor").

WHEREAS, the County has been awarded the Department of Justice (DOJ)/ Office on Violence Against Women (OVW) Domestic Violence Enhanced Training and Services to End Abuse in Later Life grant (hereinafter the "Grant"); and

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

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

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

1. **Term:** The term of this Agreement shall begin on January 1, 2019 and terminate on September 30, 2021, unless extended by written agreement of the parties. This Agreement will not be automatically renewed.

2. **Scope of Services:** Subcontractor shall act as the primary sexual assault victim services agency for the Grant. The services provided by Subcontractor shall include, but not be limited to, the following:

- (a) Participate in the planning and implementation phases of the "Grant";
- (b) Serve on the "Grant's" multidisciplinary planning and development team which will be responsible for developing implementation project activities;
- (c) Provide consultation and training;
- (d) Attend required trainings and meetings;
- (e) Travel to/from meetings, offices, and sites, including out-of-state travel for OVW sponsored technical assistance events and trainings;
- (f) Collaborate in the planning and facilitation of the direct services training of trainers training and the direct services cross training;
- (g) Participate in Coordinated Community Response to Abuse in Later Life Team events, activities and meetings including the local half-day Kickoff Event and half-day Coordinated Community Response Event; and
- (h) Assist in development and implementation of outreach and direct services as determined by the needs assessment.

3. **Payment:**

(a) The County agrees to pay Subcontractor for the services of Maureen Mostacci at an hourly rate of \$43.07 and Paula Peterson at an hourly rate of \$28.33, in addition to mileage for any distance traveled in excess of ten (10) miles of 58.0 cents (\$0.58) per mile, for a total amount not to exceed \$8,574.00 over the term of this Agreement.

(b) Subcontractor shall submit invoices monthly, describing in detail all work performed during the invoice period and itemizing and explaining all expenses for which reimbursement is claimed. Said invoices shall be sent via email to: Anna Grzelak at [agrzalak@17thcircuit.illinoiscourts.gov](mailto:agrzalak@17thcircuit.illinoiscourts.gov) or to such other email address as County may designate in writing. Subcontractor shall submit to the County a final invoice, clearly marked FINAL, not later than thirty (30) days after expiration or termination of this Agreement. Any amounts submitted after the 30-day deadline shall not be reimbursable, unless agreed to in writing by County.

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

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

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

4. **Records:**

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

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

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

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

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

(1) No federally-appropriated funds have been paid or will be paid, whether by or on behalf of Subcontractor, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

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

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

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

6. **Termination:**

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

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

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

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

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

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

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

(d) Remedies upon termination:

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

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

(e) Subcontractor's tender upon termination: Upon receiving a notice of termination of this Agreement, Subcontractor shall immediately cease all activities under this Agreement, unless the County expressly directs otherwise in such notice of termination. Upon termination of this Agreement, Subcontractor shall deliver to the County all documents, information, works-in-



progress and other property that are or would be deliverables had the Agreement been completed. Upon the County's request, Subcontractor shall surrender to anyone the County designates, all documents, research or objects or other tangible things needed to complete the work.

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

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

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

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

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

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

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

Subcontractor agrees to maintain general liability insurance, or self-insurance, in the

minimum amount of \$1,000,000 per claim or occurrence, \$3,000,000 aggregate, for its employees, agents, and servants with an insurance carrier acceptable to the County. Client shall furnish the County, upon request, with a certificate of insurance or other written document reasonably satisfactory to the County as evidence of its insurance coverage in full force and effect.

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

County of Winnebago  
Attn: Anna Grzelak  
400 W. State Street  
Rockford, IL 61101

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

Rockford Sexual Assault Counseling  
Attn: Maureen Mostacci  
4990 East State Street  
Rockford, IL 61108

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

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

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

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

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

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

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

THE COUNTY OF WINNEBAGO

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

ROCKFORD SEXUAL ASSAULT COUNSELING

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

**AGREEMENT BETWEEN WINNEBAGO COUNTY,  
ILLINOIS AND MERCY HEALTH AT HOME-ADULT PROTECTIVE SERVICES**

This Agreement is made and entered into this 25th day of June, 2019, by and between Winnebago County, Illinois with an address at 404 Elm Street, Rockford, Illinois 61101 (hereinafter the "County") and Mercy Health at Home with an address at 4223 East State Street, Rockford, Illinois 61108 (hereinafter the "Subcontractor").

WHEREAS, the County has been awarded the Department of Justice (DOJ)/ Office on Violence Against Women (OVW) Domestic Violence Enhanced Training and Services to End Abuse in Later Life grant (hereinafter the "Grant"); and

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

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

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

1. **Term:** The term of this Agreement shall begin on January 1, 2019 and terminate on September 30, 2021, unless extended by written agreement of the parties. This Agreement will not be automatically renewed.

2. **Scope of Services:** Subcontractor shall act as the primary elder abuse victim services agency for the Grant. The services provided by Subcontractor, as designated by the County, shall include, but not be limited to, the following:

- (a) Participate in the planning and implementation phases of the Grant;
- (b) Serve on the Grant's multidisciplinary planning and development team which will be responsible for developing implementation project activities;
- (c) Provide consultation and training;
- (d) Attend required trainings and meetings;
- (e) Travel to/from meetings, offices, and sites, including out-of-state travel for OVW sponsored technical assistance events;
- (f) Have approved staff member attend the Grantee Orientation, the Law Enforcement "Training of Trainers" training, participate as a member of the multi-disciplinary training team to provide Law Enforcement Training and attend the local Advanced Law Enforcement Training;
- (g) Collaborate in the planning and facilitation of the direct services Training of Trainers training and the direct services cross training;

(h) Participate in Coordinated Community Response to Abuse in Later Life Team events, activities and meetings including the local half-day Kickoff Event and half-day Coordinated Community Response Event; and

(i) Assist in development and implementation of outreach and direct services as determined by the needs assessment.

3. **Payment:**

(a) The County agrees to pay Subcontractor for the services of Yvonne Anderson at a hourly rate of \$65.00 and Cherri Williams at a hourly rate of \$45.00 for the services set forth above, in addition to mileage for any distance traveled in excess of ten (10) miles of 58.0 cents (\$0.58) per mile, for a total amount not to exceed \$4,941.00 over the term of this Agreement.

(b) Subcontractor shall submit invoices monthly, describing in detail all work performed during the invoice period and itemizing and explaining all expenses for which reimbursement is claimed. Said invoices shall be sent via email to: Anna Grzelak at [agrzelak@17thcircuit.illinoiscourts.gov](mailto:agrzelak@17thcircuit.illinoiscourts.gov) or to such other email address as County may designate in writing. Subcontractor shall submit to the County a final invoice, clearly marked FINAL, not later than thirty (30) days after expiration or termination of this Agreement. Any amount submitted after the 30-day deadline shall not be reimbursable, unless agreed to in writing by County.

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

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

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

4. **Records:**

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

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

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

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

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

(1) No federally-appropriated funds have been paid or will be paid, whether by or on behalf of Subcontractor, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

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

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

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

use an electronic communication device to compose, send or read an electronic message when operating a motor vehicle on a roadway.

6. **Termination:**

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

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

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

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

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

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

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

(d) Remedies upon termination:

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

(2) In the event of termination pursuant to subsection (b)(3) or (b)(4), the County shall have any remedy available to it in law or equity. If it is determined for any

reason that Subcontractor was not in default under subsection (b)(3) or (b)(4), then the rights and obligations of the parties shall be the same as if the Agreement was terminated pursuant to subsection (b)(1), (b)(2) or (c).

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

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

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

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

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

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

12. **Compliance with laws:** Both parties hereto agree to comply with all applicable



laws, statutes, regulations, rulings, or enactments of any governmental authority.

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

Subcontractor agrees to maintain general liability insurance, or self-insurance, in the minimum amount of \$1,000,000 per claim or occurrence, \$3,000,000 aggregate, for its employees, agents, and servants with an insurance carrier acceptable to the County. Client shall furnish the County, upon request, with a certificate of insurance or other written document reasonably satisfactory to the County as evidence of its insurance coverage in full force and effect.

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

County of Winnebago  
Attn: Anna Grzelak  
400 W. State Street  
Rockford, IL 61101

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

Mercy Health at Home-Adult Protective Services  
Attn: Yvonne Anderson  
4223 East State Street  
Rockford, IL 61108

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

16. **Entire Agreement:** This Agreement constitutes the sole, full and complete Agreement by and between the parties with regard to the subject matter of this Agreement. No amendments, changes, additions, deletions, or modifications to or of this Agreement shall be valid unless reduced to writing and countersigned by the parties. This Agreement supersedes and cancels any previous agreement, whether written or oral, entered into between the parties

related to the subject matter hereof. All terms of this Agreement which by their nature have continuing effects shall survive the termination or expiration of this Agreement.

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

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

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

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

THE COUNTY OF WINNEBAGO

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

MERCY HEALTH AT HOME-ADULT PROTECTIVE SERVICES

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

**2019 Fiscal Year**

Sponsored by:

Jaime Salgado, Finance Committee Chairman

Finance:

July 18, 2019

Lay Over:

July 25, 2019

**Final Vote:****August 8, 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.

**2019-025 Legal Fees**

**Reason:** Investigation of an elected official complaint necessitated the hiring of an attorney outside of the States Attorney's office. Final total amount presented for payment. Expense was not included in original fiscal year 2019 budget.

**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>
Legal	13500	43140		49,500
		<b><u>Total Adjustment:</u></b>		<b><u>\$49,500</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:		7/3/2019		AMENDMENT NO: 2019-025			
DEPARTMENT:		Administrative		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	43140	Legal	\$35,291	\$0	\$35,291	\$49,500	\$84,791
<b>Revenue</b>							
<b>TOTAL ADJUSTMENT:</b>						\$49,500	\$84,791

Reason budget amendment is required:  
Investigation of an elected official complaint necessitated the hiring of an attorney outside of the States Attorney's office. Final total amount presented for payment. Expense was not included in original fiscal year 2019 budget.

Potential alternatives to budget amendment:  
N/A

Impact to fiscal year 2020 budget:  
None

Revenue Source:      Event revenue

**2019 Fiscal Year**

Sponsored by:  
Jaime Salgado, Finance Committee Chairman

Finance: July 18, 2019  
Lay Over: July 28, 2019  
**Final Vote: August 8, 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**

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**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.

**2019-026 Dental Program**

**Reason:** An additional \$9,000 award was received for the Dental Sealant Program grant. The resulting increased expenditures were approved at May Board of Health Meeting.

**Alternative:** N/A

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

**Revenue Source:**

<b><u>Acct Description</u></b>	<b><u>Org</u></b>	<b><u>Obj</u></b>	<b><u>Pri</u></b>	<b><u>Debit (Credit)</u></b>
Federal Operating Grants	60100	32110	60419	-9000.00
Wages	60100	41110	60419	-1903.00
Life Insurance	60100	41221	60419	-2.00
IMRF	60100	41231	60419	-134.00
FICA	60100	41241	60419	-146.00
Telephone	60100	43210	60419	-7.00
Gas	60100	43610	60419	-3.00
Electricity	60100	43620	60419	-6.00
Waste	60100	43640	60419	-3.00
Building R & M	60100	43710	60419	-15.00
Building Rent	60100	43810	60419	-75.00
OE Rent	60100	43830	60419	-16.00

Health Insurance	60100	48211	60419	-438.00
Medical & Dental	60100	43150	60419	16947.40
Cost Allocation	60100	49310	60419	2246.60
Cost Allocation	60100	49310	60401	-2246.60
Temp Salaries	60100	41120	60401	-4880.00
Wages	60100	41110	60401	-319.40

**Total Adjustment:** **\$ (0)**

Respectfully Submitted,  
**FINANCE COMMITTEE**

**(AGREE)**

**(DISAGREE)**

---

JAIME SALGADO,  
FINANCE CHAIRMAN

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JAIME SALGADO,  
FINANCE CHAIRMAN

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DAVID FIDUCCIA

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DAVID FIDUCCIA

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JOE HOFFMAN

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JOE HOFFMAN

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BURT GERL

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BURT GERL

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DAVID BOOMER

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DAVID BOOMER

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STEVE SCHULTZ

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STEVE SCHULTZ

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KEITH McDONALD

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KEITH McDONALD

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

---

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

ATTESTED BY:

---

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



2019  
WINNEBAGO COUNTY  
FINANCE COMMITTEE  
REQUEST FOR BUDGET AMENDMENT

DATE SUBMITTED:				AMENDMENT NO:			
DEPARTMENT: Health Department				SUBMITTED BY: Patrick Madigan			
FUND#: 60100				DEPT. BUDGET NO.			
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
60100/60419	32110	Federal Operating Grants	\$36,000.00	\$0.00	\$36,000.00	\$9,000.00	\$45,000.00
60100/60419	41110	wages	\$1,903.00	\$0.00	\$1,903.00	(\$1,903.00)	\$0.00
60100/60419	41221	Life Insur.	\$2.00	\$0.00	\$2.00	(\$2.00)	\$0.00
60100/60419	41231	IMRF	\$134.00	\$0.00	\$134.00	(\$134.00)	\$0.00
60100/60419	41241	FICA	\$146.00	\$0.00	\$146.00	(\$146.00)	\$0.00
60100/60419	43210	Telephone	\$7.00	\$0.00	\$7.00	(\$7.00)	\$0.00
60100/60419	43610	Gas	\$3.00	\$0.00	\$3.00	(\$3.00)	\$0.00
60100/60419	43620	Electricity	\$6.00	\$0.00	\$6.00	(\$6.00)	\$0.00
60100/60419	43640	Waste	\$3.00	\$0.00	\$3.00	(\$3.00)	\$0.00
60100/60419	43710	Building R & M	\$15.00	\$0.00	\$15.00	(\$15.00)	\$0.00
60100/60419	43810	Building Rent	\$75.00	\$0.00	\$75.00	(\$75.00)	\$0.00
60100/60419	43830	OE Rent	\$16.00	\$0.00	\$16.00	(\$16.00)	\$0.00
60100/60419	48211	Health Insur	\$438.00	\$0.00	\$438.00	(\$438.00)	\$0.00
60100/60419	43150	Medical & Dental	\$21,672.00	\$0.00	\$21,672.00	\$16,947.40	\$38,619.40
60100/60419	49310	Cost Allocation	\$4,134.00	\$0.00	\$4,134.00	\$2,246.60	\$6,380.60
60100/60401	49310	Cost Allocation	\$27,847.00	\$0.00	\$27,847.00	(\$2,246.60)	\$25,600.40
60100/60401	41120	Temp Salaries	\$13,880.00	\$0.00	\$13,880.00	(\$4,880.00)	\$9,000.00
60100/60401	41110	Wages	\$37,707.00	\$0.00	\$37,707.00	(\$319.40)	\$37,387.60
TOTAL ADJUSTMENT:						\$0.00	\$161,988.00

	Original Budget	Budget Amendments to Date Including Above Proposed Amendment	Proposed Revised Budget
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Fund:

Fund:

Fund:

Reason budget amendment is required:

Dental Sealant Program added \$9,000 to award. Approved at May Board of Health Meeting.

Potential alternatives to budget amendment:

Impact to fiscal year 2020 budget:

No Effect

Revenue Source: IDPH

Program Director: \_\_\_\_\_

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

Director of Finance: \_\_\_\_\_

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

Public Health Administrator: \_\_\_\_\_

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

Board of Health: \_\_\_\_\_

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

**2019 Fiscal Year**

Sponsored by:

Jaime Salgado, Finance Committee Chairman

Finance:

July 18, 2019

Lay Over:

July 25, 2019

**Final Vote:****August 8, 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.

**2019-027 Regional Planning Salaries**

**Reason:** The Director of Regional Planning and Economic Development's salary has been low in comparison to other department heads. This increase is being proposed to provide equity. The fiscal year 2020 budget will propose equity adjustments for all department heads.

**Alternative:** N/A

**Impact to fiscal year 2020 budget:** The fiscal year 2020 salary projections will reflect the increase in the Director's salary.

**Revenue Source:**

<u>Acct Description</u>	<u>Org</u>	<u>Obj</u>	<u>Pri</u>	<u>Debit (Credit)</u>
Regular salaries	15000	41110		17,500
		<b><u>Total Adjustment:</u></b>		<b><u>\$17,500</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:		7/8/2019		AMENDMENT NO: 2019-027			
DEPARTMENT:		Planning		SUBMITTED BY:			
FUND#: 0001 General Fund				DEPT. BUDGET NO.		15000	

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>							
15000	41110	Regular Salaries	\$558,244	\$0	\$558,244	\$17,500	\$575,744
<b>Revenue</b>							
<b>TOTAL ADJUSTMENT:</b>						\$17,500	\$575,744

Reason budget amendment is required:  
The Director of Regional Planning and Economic Development's salary has been low in comparison to other department heads. This increase is being proposed to provide equity. The fiscal year 2020 budget will propose equity adjustments for all department heads.

Potential alternatives to budget amendment:  
N/A

Impact to fiscal year 2020 budget:  
The fiscal year 2020 salary projections will reflect the increase in the Director's salary.

Revenue Source:      General Fund

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

Submitted by: Finance Committee

2019 - CR

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**RESOLUTION AUTHORIZING THE OFFICE OF THE WINNEBAGO  
COUNTY STATE'S ATTORNEY TO ENTER INTO A SETTLEMENT  
AGREEMENT FOR LITIGATION WITH THE SHERIFF OF  
WINNEBAGO COUNTY—CASE NO. 19-CH-190**

---

**WHEREAS**, the County of Winnebago has been involved in litigation with the Sheriff of Winnebago County over budgetary issues; and,

**WHEREAS**, the aforementioned litigation was filed in the Circuit Court for the 17<sup>th</sup> Judicial Circuit, Winnebago County as Case Number 19-MR-190; and,

**WHEREAS**, after settlement discussions between the parties, the parties drafted a tentative settlement agreement subject to approval by the Winnebago County Board; and,

**WHEREAS**, the tentative settlement agreement, attached to this Resolution as Exhibit A, is recommended to the County Board for its approval by the Winnebago County State's Attorney.

**NOW, THEREFORE, BE IT RESOLVED**, by the County Board of the County of Winnebago, Illinois that the office of the Winnebago County State's Attorney is hereby authorized to execute any documents necessary to enact the settle Case Number 19-MR-190 the Circuit Court for the 17<sup>th</sup> Judicial Circuit, Winnebago County pursuant to the terms listed in this resolution and in the Settlement Agreement, a copy of which is attached hereto as Exhibit A.

**BE IT FURTHER RESOLVED**, that this Resolution shall be in full force and effective immediately upon its adoption and the Clerk of the County Board is hereby authorized to prepare and deliver certified copies of this Resolution to the Chairman of the Winnebago County Board and to the Winnebago County State's Attorney.

Respectfully Submitted,  
FINANCE COMMITTEE

**AGREE**

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Jaime Salgado, Chairman

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Dave Boomer

---

Dave Fiduccia

---

Burt Gerl

---

Joe Hoffman

---

Keith McDonald

---

Steve Schultz

**DISAGREE**

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Jaime Salgado, Chairman

---

Dave Boomer

---

Dave Fiduccia

---

Burt Gerl

---

Joe Hoffman

---

Keith McDonald

---

Steve Schultz

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

**2019 Fiscal Year**

Sponsored by:

Jaime Salgado, Finance Committee Chairman

Finance:

July 25, 2019

Lay Over:

July 25, 2019

**Final Vote:****August 8, 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.

**2019-028 Children’s Waiting Room Funding**

**Reason:** Amendment needed to account for additional revenues and future expenditures. Funds were deposited by the Kid’s Place Board

**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>
Other Professional Services	41100	43190		27,000
Donations	41100	39620		-27,000
		<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:		7/11/2019		AMENDMENT NO: 2019-028			
DEPARTMENT:		Children's Waiting Room		SUBMITTED BY: Tom Jakeway			
FUND#:		111		DEPT. BUDGET NO.		41100	

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>							
41100	43190	Other Professional Services	\$93,000	\$0	\$93,000	\$27,000	\$120,000
<b>Revenue</b>							
41100	39620	Donations	\$0	\$0	\$0	\$27,000	\$27,000
TOTAL ADJUSTMENT:						\$0	\$0
Reason budget amendment is required:							
This budget amendment is needed to account for additional revenues and future expenditures. Funds were deposited by the Kids Place Board.							
]							
N/A							
Impact to fiscal year 2020 budget:							
None							
Revenue Source: Kids Place Board Funding							

**2019 Fiscal Year**

Sponsored by:

Jaime Salgado, Finance Committee Chairman

Finance: July 25, 2019

Lay Over: July 25, 2019

**Final Vote: August 8, 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.

**2019-029 Sheriff Unfunded Deputies**

**Reason:** Budget amendment needed to fund the terms of the settlement agreement with the County Sheriff.

**Alternative:** N/A

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

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

<u>Acct Description</u>	<u>Org</u>	<u>Obj</u>	<u>Pri</u>	<u>Debit (Credit)</u>
Regular Salaries	40126	41110		1,700,000
		<b><u>Total Adjustment:</u></b>		<b><u>\$1,700,000</u></b>

Respectfully Submitted,  
**FINANCE COMMITTEE**

**(AGREE)**

**(DISAGREE)**

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

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

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

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

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

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

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

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

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DAVID BOOMER

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

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

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

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

\_\_\_\_\_  
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:		7/23/2019		AMENDMENT NO: 2019-029			
DEPARTMENT:		Sheriff Department		SUBMITTED BY: Carla Paschal			
FUND#: 0101				DEPT. BUDGET NO.		40126	
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>							
40126	41110	Regular Salaries	\$0	\$0	\$0	\$1,700,000	\$1,700,000
<b>Revenue</b>							
TOTAL ADJUSTMENT:						\$1,700,000	\$1,700,000
Reason budget amendment is required:							
Budget amendment needed to fund the terms of the settlement agreement with the County Sheriff.							
Potential alternatives to budget amendment:							
N/A							
Impact to fiscal year 2020 budget:							
None							
Revenue Source: <u>Public Safety Sales Tax Fund Balance</u>							

# **ECONOMIC DEVELOPMENT COMMITTEE**

Sponsored by: Jas Bilich, Chairman

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

Submitted by: Economic Development Committee

2019 CR

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**RESOLUTION ALLOCATING \$5,000 OF THE HOST FEE  
ALLOCATIONS FOR FISCAL YEAR 2019 TO KEEPING FAMILIES  
AND COMMUNITIES TOGETHER-KFACT**

---

**WHEREAS**, the County Board of the County of Winnebago, Illinois, previously approved an Ordinance Adopting a Host Fee Allocation and Award Policy for the use and allocation of host fee funds for economic development which sets forth categories of investment for these funds; and

**WHEREAS**, the County Board has determined that host fee funds are to be used for economic development, defined as growth-oriented community investment that benefits Winnebago County citizens and improves economic well-being and quality of life in the County; and

**WHEREAS**, Keeping Families And Communities Together- KFACT is changing the lives of girls in the Rockford area – girls who have lived a life of trauma and are often forgotten throughout society. With the empowerment of KFACT, girls will become strong young ladies who will break the cycle of poverty and trauma with continued services and mentorship; and

**WHEREAS**, Keeping Families And Communities Together- KFACT Lady All Stars middle and high school mentoring, KFACT University, and Labor of Love mentoring services provides focus on education and poverty alleviation, and 100% of the participants graduate high school, 96% pursue post-secondary education; and

**WHEREAS**, Keeping Families And Communities Together- KFACT meets the criteria of the Host Fee Allocation and Award Policy and has been endorsed by the Economic Development Committee; and

**NOW, THEREFORE, BE IT AND IS HEREBY RESOLVED**, by the County Board of the County of Winnebago, Illinois, that the County of Winnebago allocate \$5,000 host fee funds to Keeping Families And Communities Together- KFACT.

**BE IT FURTHER RESOLVED**, that the Clerk of the County Board is hereby directed to prepare and deliver copies of this resolution to the Winnebago County Administrator and the Winnebago County Auditor.

Respectfully Submitted,  
**ECONOMIC DEVELOPMENT  
COMMITTEE**

**AGREE**

**DISAGREE**

---

JAS BILICH, CHAIRMAN

---

JAS BILICH, CHAIRMAN

---

JEAN CROSBY

---

JEAN CROSBY

---

JOHN BUTITTA

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JOHN BUTITTA

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FRED WESCOTT

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FRED WESCOTT

---

DOROTHY REDD

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DOROTHY REDD

---

BURT GERL

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BERT GERL

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PAUL ARENA

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PAUL ARENA

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DAN FELLARS

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DAN FELLARS

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TIM NABORS

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TIM NABORS

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

ATTESTED BY:

---

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

---

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





KEEPING FAMILIES AND COMMUNITIES TOGETHER

**KFACT**

PO Box 342, Rockford, IL 61105  
815.708.8430 | [www.k-fact.org](http://www.k-fact.org)

Empowering Girls Isn't an Option...It's a Must

June 5, 2019

Attention: Winnebago County Chairman, Mr. Frank Haney

Founded in 2009, KFACT (Keeping Family and Communities Together) is a non-profit 501(c) 3 youth development and mentoring organization, established to address opportunity gaps among at-risk, financially disadvantaged, underserved girls in the Rockford area. KFACT provides comprehensive services through the Lady All Stars Holistic Mentorship Program. As the area's only holistic mentoring organization, KFACT strives to prepare girls in middle school and high school to break the cycle of poverty. The Lady All Stars program gives girls opportunities to succeed by preparing them for post-secondary education and helping them to break the cycle of generational poverty. KFACT's mission is "Building Healthy Futures for Girls through Holistic Mentoring." Holistic mentoring is the best way to help girls break free from generational poverty because it takes into account the entire life experience of the girl. KFACT's approach is holistic because it addresses the most basic needs of the girls that serve as barriers to success: questions like, "Where will I live?", "What will I eat?", and "Can I go to school?" are addressed to assist girls in focusing on their futures. Through mentoring, KFACT is able to identify those concerns and develop a plan for success.

The vision of KFACT's Lady All Stars mentoring program is to support the development of young girls into exceptional women and to offer girls the experiences and supportive environment that they need to achieve their dreams and end generational poverty. The program does this by offering mentoring and case management services that expose them to the benefits and the importance of post-secondary education, fostering positive self-image, and promoting self-respect for self and others, and encouraging educational achievement through post-secondary education.

KFACT's services have a tremendous impact. The girls we serve gain confidence personally and academically; they develop respect for themselves and others while developing lasting relationships with mentors starting in middle school and continuing into adulthood. Since KFACT was founded in 2009, 100% of participants graduated high school and 96% pursued post-secondary education. KFACT helps girls by giving them tools to build healthy, successful lives and achieve their dreams. When girls are empowered, the community benefits. The burden on public resources is lessened when girls stay in school. Because girls who dropout have more difficulty finding employment than boys and earn less, girls rely more on public resources to meet basic needs. Research shows girls who receive an education marry later, have fewer children and are more likely to get healthcare for themselves and their children. Every year of education increases a girl's future earnings by 10-20%. For example, high school graduates in the Rockford metropolitan statistical area who complete at least an associate's degree will earn an average \$16,100 more a year than a high school dropout.

Of 250 girls currently in the Lady All Stars Program, 98% attend Rockford Public Schools (RPS). In 2018, RPS's graduation rate was only 65% compared with 85% of students statewide according to

the Illinois State Board of Education (ISBE). Only 71% of RPS girls graduated vs. 88% statewide. KFACT programming ensures more girls are graduating from high school which reduces the public burden and adds to the strength of the region's workforce.

A 2008 study from the National Dropout Prevention Center/Network and ICF International identified 15 effective strategies for dropout prevention, highlighting 8 strategies frequently employed in the most successful programs. These strategies are: Family Engagement; Mentoring; Tutoring; Alternative Schooling; School-Community Collaboration; Career and Technical Education; Safe Learning Environment; and Active Learning. KFACT's holistic program goes beyond a simple dropout program and utilizes each of these best practices in some way. KFACT serves the most at-risk girls in the community. 90% live in poverty and 94% live in single parent homes. 33% lack basic needs like shelter, transportation and food. 98% of them are or will be first generation college students. KFACT's numbers prove our approach works: 100% of our girls' graduate high school. 96% pursue post-secondary education. Over 50 girls have received one-on-one mentoring from Mentor Specialist staff members and volunteers, college and career prep and additional services and another 34 remained engaged through the KFACT University program. But without additional funding, we can't serve all of the girls that need us. 75 girls were put on the waiting list due to capacity and funding limits. We are requesting support to continue and expand the services for girls in our community.

KFACT would like to formally request your support to provide direct services for at-risk mentees. Without Mentor Specialists, KFACT is unable to provide services girls who want to lead successful lives- free of poverty, abuse and lack of opportunity and education.

Thank you for your time and consideration and all that you do for our community. I look forward to your response.

Sincerely,  
Shamika Williams,  
KFACT Founder & Executive Director

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

SUBMITTED BY: ECONOMIC DEVELOPMENT COMMITTEE

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

**RESOLUTION TO DONATE FIVE THOUSAND DOLLARS TO  
THE ROCKFORD AREA CONVENTION AND VISITORS BUREAU (RACVB)  
TO SUPPORT THE FRED VANVLEET CELEBRATION**

**WHEREAS**, the County of Winnebago supports the Fred VanVleet Celebration conducted on Saturday June 29, 2019; and

**WHEREAS**, the Fred VanVleet Celebration included a community basketball dribble leading up to the event grounds, with free hydrations stations, free event posters, food trucks and a programs congratulating Fred VanVleet; and

**WHEREAS**, the Fred VanVleet Celebration was a huge success attracting approximately Eight Thousand (8,000) individuals to the downtown area of Rockford, Winnebago County, Illinois to celebrate Fred VanVleet's roll in the Toronto Raptors' NBA Championship; and

**WHEREAS**, the Fred VanVleet Celebration was put on by the Rockford Area Convention and Visitors Bureau (RACVB) at a cost of \$50,000;

**NOW THEREFORE, BE IT RESOLVED**, the County of Winnebago, Illinois will donate \$5,000.00 (Five Thousand Dollars) to the Rockford Area Convention and Visitors Bureau (RACVB) from host fee funds to support this successful celebration; and

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

Respectfully submitted,  
**Economic Development Committee**

**AGREE**

**DISAGREE**

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JAS BILICH, CHAIRMAN

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JAS BILICH, CHAIRMAN

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DOROTHY REDD

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DOROTHY REDD

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PAUL ARENA

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PAUL ARENA

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JOHN BUTITTA

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JOHN BUTITTA

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JEAN CROSBY

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JEAN CROSBY

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DAN FELLARS

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DAN FELLARS

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BURT GERL

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BURT GERL

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TIM NABORS

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TIM NABORS

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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.

ATTESTED BY:

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

---

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

**CORPORATION FILE DETAIL REPORT**

File Number	53594433		
Entity Name	ROCKFORD AREA CONVENTION & VISITORS BUREAU		
Status	ACTIVE		
Entity Type	CORPORATION	Type of Corp	NOT-FOR-PROFIT
Incorporation Date (Domestic)	09/27/1984	State	ILLINOIS
Agent Name	JOHN ALAN GROH	Agent Change Date	07/30/2009
Agent Street Address	102 N MAIN ST	President Name & Address	
Agent City	ROCKFORD	Secretary Name & Address	
Agent Zip	61101	Duration Date	PERPETUAL
Annual Report Filing Date	08/20/2018	For Year	2018

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

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

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

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**RESOLUTION GRANTING AUTHORITY TO THE WINNEBAGO COUNTY BOARD  
CHAIRMAN TO EXECUTE THE DOCUMENTS NECESSARY TO COMPLETE A LOAN  
FOR \$200,000 FROM WINNEBAGO COUNTY HOST FEES FOR THE  
“RECAPITALIZATION OF NORTHERN ILLINOIS COMMUNITY DEVELOPMENT  
CORPORATION” PROGRAM TO NORTHERN ILLINOIS COMMUNITY  
DEVELOPMENT CORPORATION (NICDC)**

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**WHEREAS**, NORTHERN ILLINOIS COMMUNITY DEVELOPMENT CORPORATION (NICDC) is seeking to establish a rehabilitation program to help redevelop distressed areas in Winnebago County, Illinois; and

**WHEREAS**, the County of Winnebago supports the rehabilitation of blighted and distressed areas in the Winnebago County; and

**WHEREAS**, the County of Winnebago, Rockford Local Development Corporation (RLDC) and NICDC have reached an agreement whereby the County of Winnebago will loan NICDC \$200,000 on October 1, 2019 at 1% annual interest with interest only payable quarterly for two years and repayment of principal and interest quarterly for the next five years with the loan being fully amortized over those five (5) years as laid out below; and

Winnebago County loans \$200,000 to NICDC on October 1, 2019					
		Calendar Year			
Year	NICDC Payments to Winnebago County	1 <sup>st</sup> Quarter	2nd Quarter	3rd Quarter	4th Quarter
1	NICDC Pays Interest Only				12/1/2019
2		3/1/2020	6/1/2020	9/1/2020	12/1/2020
3	NICDC Pays Interest & Principal	3/1/2021	6/1/2021	9/1/2021	12/1/2021
4		3/1/2022	6/1/2022	9/1/2022	12/1/2022
5		3/1/2023	6/1/2023	9/1/2023	12/1/2023
6		3/1/2024	6/1/2024	9/1/2024	12/1/2024
7		3/1/2025	6/1/2025	9/1/2025	12/1/2025

**NOW, THEREFORE, BE IT RESOLVED**, that the Chairman of the County Board of the County of Winnebago, Illinois is hereby authorized to execute the loan documents prepared by NICDC and approved by the Winnebago County State’s Attorney’s Office for the loan to NICDC on October 1, 2019 at one (1) percent with interest only payments quarterly for the first two years and principal and interest payments due quarterly for the next five years fully amortized over five (5) years, which will be repaid by NICDC on or before December 1, 2025 with interest; and

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

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

Respectfully submitted,  
**Economic Development Committee**

**AGREE**

**DISAGREE**

\_\_\_\_\_  
JAS BILICH, CHAIRMAN

\_\_\_\_\_  
JAS BILICH, CHAIRMAN

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

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

\_\_\_\_\_  
PAUL ARENA

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PAUL ARENA

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JOHN BUTITTA

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DAN FELLARS

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BURT GERL

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BURT GERL

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TIM NABORS

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TIM NABORS

\_\_\_\_\_  
FRED WESCOTT

\_\_\_\_\_  
FRED WESCOTT

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

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



## LOAN AGREEMENT

AGREEMENT made as of this \_\_\_\_ day of July, 2019, by and between NORTHERN ILLINOIS COMMUNITY DEVELOPMENT CORPORATION, an Illinois corporation, ("NICDC") ("Borrower") and the COUNTY OF WINNEBAGO, an Illinois county government ("Lender").

In consideration of the promises, covenants and agreements herein contained, the parties agree as follows:

### ARTICLE I DEFINITIONS

**Section 1.01. Defined Terms.** As used in the Agreement, the following terms have the following meanings:

- (a) "Agreement" means this Loan Agreement, as amended in writing from time to time.
- (b) "Event of Default" means any of the events specified in Article VIII.
- (c) "GAAP" means generally accepted accounting principles in the United States.
- (d) "Indebtedness" shall mean all items which, in accordance with GAAP, would be included in determining total liabilities as shown on the liability side of a balance sheet as at the date Indebtedness is to be determined and, in any event, shall include any liability secured by any mortgage, pledge, lien, or security interest on property owned or acquired, whether such liability shall have been assumed, and guarantees, endorsements (other than for collection in the ordinary course of business), and other contingent obligations in respect of the obligations of others. A lease or any other commitment is required to be capitalized in accordance with GAAP creates Indebtedness for purposes of this definition.
- (e) "Loan Documents" means this Loan Agreement, the Secured Note, Security Agreement, UCC filings and any other documents executed in regard to this Loan.
- (f) "Obligations" means any and all Indebtedness, liabilities, and obligations of Borrower to COUNTY of every kind and description, direct or indirect, secured or unsecured, joint or several, absolute or contingent, due or to become due, whether now existing or hereafter contracted or arising, including all extensions and renewals thereof and future advances, and all interest, taxes, advances, costs, expenses and attorneys' fees chargeable to Borrower or incurred by COUNTY under this Agreement or any Loan Document.
- (g) "Person" means an individual, partnership, corporation, business trust, joint stock company, trust, unincorporated association, joint venture, governmental authority, or other entity of whatever nature.

**Section 1.02. Accounting Terms.** All accounting terms not specifically defined herein shall be construed in accordance with GAAP consistent with those applied in the preparation of the financial statements referred to in Section 5.04, and all financial data submitted pursuant to this Agreement shall be prepared in accordance with such principles.

### ARTICLE II AMOUNT AND TERMS OF TERM LOAN

**Section 2.01. Term Loan.** Subject to the terms and conditions of this Agreement, the COUNTY shall lend to the Borrower the sum of Two Hundred Thousand Dollars (\$200,000) ("Loan").

**Section 2.02. Term.** The obligation of the Borrower hereunder shall commence upon execution of the Loan Documents and shall continue until the Loan is fully repaid per the terms of the Note (hereinafter referred to as the "Note").

**Section 2.03. Note.** The Borrower's obligation to repay the Loan shall be evidenced by its Note. The interest rate on the Note shall be 1.0%.

**Section 2.04. Method of Payment.** The Borrower shall make each payment under this Agreement and under the Note on the date when due in lawful money of the United States in immediately available funds.

### **ARTICLE III**

#### **SECURITY FOR THE LOAN**

In order to secure payment of the Loan, Borrower agrees to provide to COUNTY as security for this Loan the following:

**Section 3.01. General Business Assets.** Borrower grants to COUNTY a security interest pursuant to the terms of Security Agreement on the property described therein from the schedule of property described on the attached Exhibit A. COUNTY's position shall be subordinate to the first priority security interest of Illinois Bank & Trust in the amount of \$2,750,000.

### **ARTICLE IV**

#### **CONDITIONS PRECEDENT**

The COUNTY shall not be obligated to make any loans or to disburse any monies hereunder until it has received the following:

**Section 4.01. Resolution.** A currently dated certified copy of such resolutions of the Board of Directors of Borrower and, if required, Guarantors authorizing the officers to execute and deliver the Loan Documents.

**Section 4.02. Loan Documents.** All executed Loan Documents.

**Section 4.03. Commitment Letter** – Satisfactory compliance with all matters contained in the Commitment Letter issued by COUNTY and accepted by Borrower.

### **ARTICLE V**

#### **REPRESENTATIONS AND WARRANTIES**

The Borrower hereby warrants and represents unto the COUNTY, each such warranty and representation to remain true and in effect so long as any Obligations of the Borrower to the COUNTY remains unpaid, that:

**Section 5.01. Corporation in Good Standing.** Borrower is a corporation duly organized and existing under the laws of the State of Illinois, in good standing and duly authorized to transact business in the State of Illinois, has corporate power and authority to own its properties, conduct its business substantially as presently is conducted and is proposed to be conducted by it and to enter into it and perform all of the obligations under this Agreement.

**Section 5.02. Corporate Power and Authority.** The execution and delivery of the Loan Documents and the transactions hereby contemplated are being done in the usual and ordinary course of the business of the corporation, are not in violation of its Articles of Incorporation, Bylaws and existing contracts or corporation resolutions, and are validly and expressly authorized and permitted by Resolutions adopted by the Board of Directors and do not require a resolution adopted by the shareholders of the corporation. Additionally, the Resolutions of the Board of Directors of the corporation authorizing the commitment set forth in this Agreement were validly adopted, are now in full force and effect and have not in any manner been modified and are the only corporate resolutions required.

**Section 5.03. Legally Enforceable Loan Document.** The Loan Documents will be, legal, valid, and binding obligations of the Borrower, enforceable against the Borrower in accordance with their respective terms, except to the extent that such enforcement may be limited by applicable bankruptcy, insolvency, and other similar laws affecting creditor's rights generally.

**Section 5.04. Financial Statements And Other Records.** The financial statements of the Borrower heretofore furnished to the COUNTY are complete and correct and fairly present the financial conditions of the Borrower as at such dates and the results of the operations of such party for the periods covered by such statements, all in accordance with GAAP consistently applied (subject to year end adjustments in the case of the interim financial statements), and since the date of the most recent financial statement there has been no material adverse change in the condition (financial or otherwise), business, or operations of that party. There are no liabilities of the Borrower, fixed or contingent, which are material but are not reflected in the financial statements or in the notes thereto, other than liabilities arising in the ordinary course of business since the date of the most recent financial statements. No information, exhibit, or report furnished by the Borrower to the COUNTY in connection with the negotiation of this Agreement contained any material misstatement

of fact or omitted to state a material fact or any fact necessary to make the statement contained therein not materially misleading. All other financial statements and other records or information required or given by the Borrower to the COUNTY hereunder, are and will be, true and correct and accurately reflect the information or conditions therein set forth.

**Section 5.05. Labor Disputes And Acts Of God.** Borrower is not currently affected by any fire, explosion, accident, strike, lockout or other labor dispute, drought, storm, hail, earthquake, embargo, act of God or of the public enemy, or other casualty (whether or not covered by insurance) materially and adversely affecting its business or operation.

**Section 5.06. Other Agreements.** The Borrower is not a party to any indenture, loan, or credit agreement, or to any lease or other agreement or instrument, or subject to any charter or corporate restriction which could have a material adverse effect on the business, properties, assets, operations, or conditions, financial or otherwise, of the Borrower to carry out its obligations under the Loan Documents to which it is a party. The Borrower is not in default in any respect in the performance, observance, or fulfillment of any of the obligations, covenants, or conditions contained in any agreement or instrument material to Borrower's business.

**Section 5.07. Absence of Adverse Condition or Claims.** There is no judgment decree or order outstanding, or litigation or governmental proceeding or investigation pending, or, to the knowledge of the Borrower, threatened against Borrower, which might have a material adverse effect upon their position, financial, operating or otherwise.

**Section 5.08. No Defaults On Outstanding Judgments Or Orders.** The Borrower has satisfied all judgments, and the Borrower are not in default with respect to any judgment, writ, injunction, decree, rule, or regulation of any court, arbitrator, or federal, state, municipal, or other governmental authority, commission, board, bureau, agency, or instrumentality, domestic or foreign.

**Section 5.09. Operation Of Business.** Borrower possesses all licenses, permits, franchises, patents, copyrights, trademarks, and trade names, or rights thereto, to conduct its business substantially as now conducted and as presently proposed to be conducted and is not in violation of any valid rights of others with respect to any of the foregoing.

**Section 5.10. Taxes.** The Borrower has filed all tax returns (federal, state, and local) required to be filed and have paid all taxes, assessments, and governmental charges and levies thereon to be due, including interest and penalties.

**Section 5.11. Third Party Consent.** No consent or approval of any Person, no waiver of any lien or other similar right, and no consent, license, approval, authorization, or declaration of any governmental authority, bureau, or agency is or will be required in connection with the execution, delivery, performance, validity, or enforcement or priority of this Agreement or any other agreement, instrument, or document to be executed and delivered in connection herewith.

**Section 5.12. Solvent Financial Condition.** The present value of Borrower's assets, including its right to operate the company valued, as a going concern and including the amount of subordinated debt classified as equity, is greater than the amount required to pay its liabilities, after giving effect to the obligations incurred hereunder, and Borrower is and will be able to pay its debts as they mature and will maintain such solvent condition, as long as Borrower is obligated to Lender.

## **ARTICLE VI**

### **AFFIRMATIVE COVENANTS**

The Borrower covenants and agrees that so long as any Obligations of the Borrower to the COUNTY remain unpaid, and all other Obligations hereunder either have been paid or performed in full, and unless prior written consent of the COUNTY is obtained to the contrary, the Borrower will:

**Section 6.01. Maintenance Of Existence.** Preserve and maintain Borrower's corporate existence in good standing in Illinois.

**Section 6.02. Maintenance Of Records.** Borrower shall keep adequate records and books of account of its business in which complete entries will be made in accordance with GAAP consistently applied, reflecting all its financial transactions.

**Section 6.03. Conduct Of Business.** Continue to engage in an efficient and economical manner in a business of the same general type as now conducted by Borrower on the date of this Agreement.

**Section 6.04. Compliance With Laws.** Comply in all respects with all applicable laws, rules, regulations, and orders, such compliance to include, without limitation, paying before the same become delinquent all taxes, assessments, and governmental charges imposed upon property used in the business of Borrower which are not being contested in good faith and by appropriate legal proceedings. Borrower shall notify COUNTY immediately upon the occurrence of any tax delinquent situation.

**Section 6.07. Right Of Inspection.** At any reasonable time and from time to time, permit the COUNTY or any agent or representative thereof to examine and make copies of and abstracts from the records and books of account of, and visit the properties used in the business of Borrower, and to discuss the affairs, finances, and accounts of the Borrower with any of its respective officers and directors and its independent accountants.

**Section 6.08. Reporting Requirements.** Furnish to the COUNTY:

- (a) **Annual Audited Financial Statements.** As soon as available and as deemed necessary by COUNTY, in any event within ninety (90) days after the end of each fiscal year of the Borrower the audited financial statements of the Borrower, including the balance sheet of the Borrower as of the end of such fiscal year and a statement of income and retained earnings for such fiscal year and a statement cash flows for such fiscal year, all in reasonable detail and stating in comparative form the respective figures for the corresponding date and period in the prior fiscal year and all prepared in accordance with GAAP consistently applied and compiled by the independent certified accounting firm at such time servicing the Borrower;
- (b) **Notice of Litigation.** Promptly after the commencement thereof, notice of all actions, suits, and proceedings before any court or governmental department, commission, board, bureau, agency, or instrumentality, domestic or foreign, affecting the Guarantors and Borrower which shall exceed in amount \$50,000.00;
- (c) **Notice of Event of Default.** As soon as possible and in any event within thirty (30) days after the occurrence of each Event of Default, a written notice setting forth the details of such Event of Default and the action which is proposed to be taken by the Borrower with respect thereto;
- (d) **Report to Other Creditors.** Promptly after the furnishing thereof, copies of any statement or report furnished to any other party pursuant to the terms of any indenture, loan, credit or similar agreement and not otherwise required to be furnished to the COUNTY pursuant to any other clause of this Section 6.08, except if such statements or report is prevented by applicable law;
- (e) **General Information.** Such other information in respect to the condition or operations, financial or otherwise, of the Borrower as the COUNTY may from time to time reasonably request.

## **ARTICLE VII**

### **NEGATIVE COVENANTS**

The Borrower covenants and agrees that so long as any Obligations of the Borrower to the COUNTY remains unpaid, and unless prior written consent of the COUNTY is obtained to the contrary, they will not:

**Section 7.01. Mergers, Etc.** Merge or consolidate with, or sell, assign, lease, or otherwise dispose of (whether in one transaction or in a series of transactions) all or substantially all of its assets (whether now owned or hereafter acquired) to any Person, or acquire all or substantially all of the assets or the business of any one Person.

**Section 7.02. Sale and Leaseback.** Sell, transfer, or otherwise dispose of any real or personal property to any Person and thereafter directly lease back the same or similar property.

**Section 7.03. Sales of Assets.** Sell, lease assign, transfer, or otherwise dispose of, any of its now owned or hereafter acquired assets except (a) for inventory disposed of in the ordinary course of business; (b) the sale other disposition of assets no longer used or useful in the conduct of its business; and (c) sell useful assets if replaced, provided however, that if the asset which is the subject of the sale is in existence and used in the Business as of the date

hereof or if proceeds from the Secured Note or from the Secured Creditor's notes were or are utilized to purchase the asset, that asset, if replaced, shall not be subject to a purchase money security interest.

## **ARTICLE VIII**

### **EVENTS OF DEFAULT**

**Section 8.01 Default.** The occurrence of any of the following events or conditions shall, at the option of the COUNTY and without notice to or demand on the Borrower, constitute an Event of Default hereunder:

- (a) Default be made in the due and punctual payment of the Note or any payment due in accordance with the terms thereof, either of principal or interest which continues after 10 days of the due date thereof; or
- (b) The Borrower of the Note hereby shall file a petition in voluntary bankruptcy for liquidation or reorganization, or any similar law, state or federal, whether now or hereafter existing, or any answer admitting insolvency or inability to pay its debts, or fail to obtain a vacation or stay of involuntary proceedings within sixty (60) days, as hereinafter provided; or
- (c) The Borrower shall be adjudicated a bankrupt, or a trustee or a receiver shall be appointed for or any court shall have taken jurisdiction over all of the property of Borrower, or the major part thereof in any involuntary proceeding for the reorganization, dissolution, liquidation or winding up of the Borrower and such trustee or receiver shall not be discharged or such jurisdiction relinquished, vacated or stayed on appeal or otherwise stayed within sixty (60) days; or
- (d) The Borrower shall make an assignment for the benefit of creditors, or shall in writing admit its inability to pay its debts generally as they become due, or shall consent to the appointment of a receiver or trustee or liquidator of all of its property or the major part thereof; or
- (e) Default shall be made in the due observance or performance of any other of the covenants, agreements or conditions in this Agreement, required to be kept or performed or observed by the Borrower or default shall be made in the due observance or performance of any of the covenants, agreements or conditions contained, required to be kept or observed by Borrower, in any of the Loan Documents; then and in every such case the whole of the indebtedness hereby secured, following notice providing fifteen (15) days to cure any non-monetary default, at the option of COUNTY, shall become immediately due and payable, provided, that, if a non-monetary default is incapable of being cured within the fifteen (15) day period, then the time to cure shall be extended for such reasonable additional time as may be necessary to complete the cure, but in no event shall the period be extended beyond sixty (60) days from the date of the notice to cure the default.
- (f) Dissolution or termination of the existence of Borrower or the relocation of the day-to-day business operations of Borrower for a period of more than 30 days from Winnebago County.
- (g) Failure of Borrower to make required payments pursuant to the Note with Illinois Bank and Trust or any other secured lender; and

## **ARTICLE IX**

### **REMEDIES**

**Section 9.01 Remedies.** Upon a default the COUNTY at its option may declare all unpaid Indebtedness of the Borrower to the COUNTY immediately due and payable, without further notice to or demand upon the Borrower. Thereupon the COUNTY, in addition to all other rights and remedies which the COUNTY may have, shall have all of the rights and remedies conferred upon it in the Loan Documents. No right or remedy of the CITY shall be exclusive of any other right or remedy, and every right or remedy shall be cumulative and in addition to every other right or remedy available to the COUNTY. All rights and remedies available to the COUNTY may be exercised concurrently or consecutively, at the COUNTY's option.

## **ARTICLE X**

### **MISCELLANEOUS**

**Section 10.01. Waiver.** The exercise of or omission to exercise any right of COUNTY shall not affect any other subsequent right of the COUNTY to exercise the same, and no default shall be waived by the COUNTY except in writing and no waiver of any default shall operate as a waiver of any other default or of the same default at a future time.

**Section 10.02** Notice. Any notice required or given hereunder shall be deemed to have been given when

If to the COUNTY to:  
County Board Chairman  
Frank Haney  
404 Elm St., Suite 500  
Rockford, IL 61102

If to the Borrower to:  
John Phelps, Executive Director  
Northern Illinois Community Development Corporation  
120 West State Street, Suite 306  
Rockford, IL 61101

**Section 10.03. Governing Law.** This Agreement, including the rights and duties hereunder, shall be governed

**Section 10.04.** Descriptive Headings. Titles to paragraphs are for information purposes only.

**Section 10.05. Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties

**IN WITNESS WHEREOF**, the undersigned have caused this Agreement to be executed at Rockford, Illinois on

**BORROWER:**  
Northern Illinois Community  
Development Corporation

**Lender:**  
**COUNTY OF WINNEBAGO**

By: \_\_\_\_\_  
**John Phelps, Executive Director**

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

Attest:

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

## CORPORATE BORROWER ACKNOWLEDGMENT

[illegible]

I, the undersigned, a Notary Public in and for said County and State, do hereby certify that John Phelps personally known to me to be the same persons whose names are as Executive Director of Northern Illinois Community Development Corporation appeared before me this day in person and acknowledged to me that they being thereunto duly authorized, signed and delivered such instrument as their own free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

Given under my hand and notarial seal this \_\_\_\_\_ day of May, 2019.

---

Notary Public

## **Exhibit A**

### **Schedule of Secured Property**

Any and all machinery, equipment, inventory, furniture, fixtures, goods, merchandise, tools, chattel paper, instruments, contract rights, accounts, accounts receivables, and general intangibles including any and all additions, attachments, and accessions thereto, replacements of and substitution therefor, now owned or hereafter acquired, including any and all products and proceeds therefrom.

July \_\_\_\_\_, 2019  
Rockford, Illinois

\$200,000.00

### **SECURED NOTE**

For value received the undersigned promises to pay to the order of **County of Winnebago, a county governmental ("Lender")**, at its office or such other place as may be designated by the holder of this Note, the principal sum of **Two Hundred Thousand Dollars (\$200,000.00)**, or so much thereof as may be outstanding from time to time, Including accrued interest until fully **paid at a rate of 1.0%** per annum payable as follows: Quarterly interest only payments for the first two years from the date of the loan closing due June 1, September 1, December 1 and March 1 of each year and then quarterly principal and interest payments of \$10,256.25 commencing with June 1, 2021 and continuing until the entire principal and accrued interest are paid in full. Upon default, such periodic rate shall be increased to the rate of 8.0% per annum. Interest is computed for the actual number of days principal is unpaid on the basis of a 360 day year.

The principal sum and all outstanding interest shall be due and payable on or before December 1, 2025.

At the Note Holder's option, the undersigned shall pay a "late charge" not exceeding five percent (5%) of any installment when paid more than ten (10) days after the due date thereof and all sums expended by the Note Holder including attorney's fees, to cover the extra expenses involved in collecting and handling delinquent payments.

In this Note and the instrument securing it, the singular shall include the plural and the masculine shall include the feminine and neuter. This obligation shall be governed as to validity, interpretation, construction, effect and in all other respects by the laws and decisions of the State of Illinois. All modifications of the terms of this obligation shall be made in writing. All makers, sureties, guarantors, and endorsers are primarily jointly and severally liable on this Note, and the same is binding upon them, their heirs, personal representatives and assigns.

The undersigned further agrees that if default be made in the payment of any payment of principal or of interest, or in any representations or warranties contained in such a Loan and Security Agreements, the principal sum above mentioned or any balance that may be paid thereon, together with all interest, expenses, costs and reasonable attorney's fees thereon, and advances made, plus interest thereon, shall, at the option of the Note Holder, its successors or assigns, become immediately due and payable without notice and shall be collectible immediately, anything hereinbefore contained to the contrary notwithstanding. The undersigned further agrees that upon any default of this obligation, or the instrument securing it, the default rate of interest stated above on the unpaid balance of this indebtedness may be charged for the period of such defaults.

The makers, sureties, guarantors, and endorsers of this Note, jointly and severally hereby waive notice of and consent to any and all extension of this Note or any part thereof, and each hereby waives demand, presentment for payment, notice of nonpayment and protest and all other notices required by law or applicable regulations.

The undersigned shall have the right to prepay at any time, without penalty, the principal amount outstanding in whole or in part subject to the terms of the Loan Agreement and Subordination Agreement between the parties and the Senior Lender.

**IN WITNESS WHEREOF**, the undersigned has executed this Note, this \_\_\_\_\_ day of July, 2019.

**Borrower:**  
**Northern Illinois Community Development Corporation**

By: \_\_\_\_\_  
Its: Executive Director



## **SUBORDINATION AND INTERCREDITOR AGREEMENT**

This SUBORDINATION AND INTERCREDITOR AGREEMENT (this “Agreement”) is made as of July \_\_\_\_\_, 2019 by and among NORTHERN ILLINOIS COMMUNITY DEVELOPMENT CORPORATION, an Illinois corporation (“Borrower”), ILLINOIS BANK & TRUST, an Illinois state-chartered bank (“Senior Lender”), and the COUNTY OF WINNEBAGO, an Illinois county government (“Junior Lender”).

### **RECITALS**

A. Borrower and Senior Lender have entered into that certain Loan Agreement dated as of July \_\_\_\_\_, 2019 (as heretofore or hereafter amended from time to time, the “Senior Loan Agreement”), pursuant to which Senior Lender has made or has agreed to make various loans to Borrower aggregating in the principal amount of \$2,750,000.00 (the “Senior Loans”). The Senior Loans are evidenced by various promissory notes (collectively the “Notes”, which together with the Senior Loan Agreement and all other documents evidencing, securing and/or guarantying the payment of the Notes, in their respective original form and as amended, modified and restated from time to time, are collectively referred to herein as the “Senior Loan Documents” and each a “Senior Loan Document”).

B. Borrower is indebted to Junior Lender in the principal amount of \$200,000.00 pursuant to that certain Promissory Note (sometimes called “Junior Note” or “Junior Loan”), a copy of which is attached hereto as Exhibit A.

C. Junior Lender has agreed to (i) subordinate the Junior Indebtedness (hereinafter defined) and all right to payment of the Junior Indebtedness to the payment of all Senior Indebtedness (as hereinafter defined) and (ii) has agreed to the extent that any Junior Indebtedness is secured by a lien or security interest in or upon any of the Borrower’s property, such lien and/or security interest shall be subordinated to the payment in full of all Senior Indebtedness and to all liens or security interests in any of the Borrower’s property which secure payment of any Senior Indebtedness.

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

1. **Recitals**. The above recitals are true and correct and are hereby incorporated herein by this reference.

2. **Definitions**. All capitalized terms used and not otherwise defined herein shall have the respective meanings assigned thereto in the Senior Loan Documents. For all purposes of this Agreement, the following terms shall have the respective meanings hereinafter specified:

“**Enforcement Action**” shall mean either or both of (a) the commencement of the rights, and/or (b) the exercise of any remedies available under the Senior Loan

Documents, the Junior Loan or under any provision of applicable law against Borrower in respect of the Junior Indebtedness, Junior Liens, Senior Indebtedness or Senior Liens, including without limitation, the commencement of any litigation or proceeding, including the commencement of any Insolvency Proceeding or foreclosure proceeding, the exercise of any power of sale available under the UCC or otherwise, the sale by advertisement, the taking of a deed or assignment in lieu of foreclosure, the obtaining of a receiver or the taking of any other action with respect to, or the enforcement of any remedy against, any of the property, assets or obligations of Borrower.

**“Insolvency Proceeding”** shall mean any proceeding under Title 11 of the United States Code (11 U.S.C. Sec. 101 et seq.) or any other insolvency, liquidation, reorganization or other similar proceeding concerning Borrower, any action for the dissolution of Borrower, any proceeding (judicial or otherwise) concerning the application of the assets of Borrower for the benefit of its creditors, the appointment of, or any proceeding seeking the appointment of, a trustee, receiver or other similar custodian for all or any substantial part of the assets of Borrower or any other action concerning the adjustment of the debts of Borrower, the cessation of business by Borrower, except following a sale, transfer or other disposition of all or substantially all of the assets of Borrower in a transaction, if any, permitted under the Senior Loan Documents.

**“Junior Debt Default”** shall mean any default with respect to the Junior Loan or under the Junior Loan Documents.

**“Junior Debt Default Notice”** shall mean a written notice from the Junior Lender to Senior Lender pursuant to which Senior Lender is notified of a Junior Debt Default.

**“Junior Indebtedness”** shall mean all of the present and future obligations, liabilities and indebtedness (whether in the nature of principal, interest, fees, costs, expenses, indemnities or otherwise) owing from Borrower to Junior Lender, whether or not evidenced by or incurred pursuant to the Junior Loan Documents (or any of them), all whether fixed or contingent, matured or unmatured, liquidated or unliquidated, including but not limited to the Junior Loan.

**“Junior Liens”** shall mean all liens and security interests previously, concurrently or hereafter granted by Borrower to or for the benefit of Junior Lender, securing in whole or in part the Junior Indebtedness.

**“Junior Loan Documents”** shall mean all present and future agreements, documents, and/or instruments, if any, evidencing, documenting, securing or otherwise relating to any or all of the Junior Indebtedness or Junior Liens, all as the same may be amended, extended, renewed or restated from time to time to the extent and only if permitted under the terms of this Agreement.

**“Senior Indebtedness”** shall mean all present and future obligations, liabilities and indebtedness (whether in the nature of principal, interest, fees, costs, expenses, indemnities or otherwise) owing from Borrower to Senior Lender, whether or not evidenced by or incurred pursuant to the Senior Loan Documents (or any of them), all whether fixed or contingent, matured or unmatured, liquidated or unliquidated, and including, to the extent permitted hereunder, any or all of the foregoing arising out of any amendments, modifications, extensions, renewals or restatements of any of the Senior Loan Documents, including but not limited to the Senior Loans.

**“Senior Lender Collateral”** shall mean all of the property, rights and assets of the Borrower, and all cash and non-cash proceeds thereof, described as collateral in the Senior Loan Documents, or any of them, or in which Borrower has or hereafter may grant to Senior Lender a lien upon or security interest in for the purpose of collateralizing payment of any of the Senior Indebtedness.

**“Senior Liens”** shall mean all liens and security interests (and rights associated therewith) previously, concurrently or hereafter granted by Borrower to or for the benefit of Senior Lender, securing in whole or in part all or any of the Senior Indebtedness.

**“Subordination Termination Event”** shall mean payment in full of the Senior Indebtedness or agreement by Senior Lender to a termination of this Agreement, whichever shall first occur.

**“UCC”** shall mean the Uniform Commercial Code as adopted in the State of Illinois, as may be amended from time to time.

### 3. **Subordination.**

(a) **Generally.** Irrespective of: (i) the time, order, manner or method of creation, attachment or perfection of the respective security interests, guaranties and/or liens, if any, granted to Junior Lender by Borrower, or to Senior Lender by Borrower, in or with respect to any or all of the property or assets of Borrower; (ii) the time or manner of the filing of Junior Lender’s or of Senior Lender’s respective financing statements or mortgages, if any; (iii) whether Junior Lender or Senior Lender or any bailee or agent thereof holds possession of any or all of the property or assets of Borrower; (iv) the dating, execution or delivery of any agreement, document or instrument granting to Junior Lender or Senior Lender any security interests and/or liens in or on any or all of the property or assets of Borrower; (v) the giving or failure to give notice of the acquisition or expected acquisition of any purchase money or other security interests; and/or (vi) any provision of the UCC or any other applicable law to the contrary, Junior Lender agrees that the Junior Indebtedness, the Junior Loan Documents and all claims, rights and interests therein or arising therefrom or related thereto against Borrower, any of Borrower’s property or the Senior Lender Collateral, or any part thereof (including without limitation the Junior Liens), are hereby subjected and subordinated to the Senior Indebtedness, the Senior Loan Documents, the Senior

Liens and the Senior Lender Collateral, in lien, priority, right, claim, payment and collection.

(b) **Payment and Performance.** Until the occurrence of a Subordination Termination Event, Borrower shall only make payments of interest and principal under the Junior Note to Junior Lender; provided, however, that Borrower shall not pay, and the Junior Lender shall not accept, any payments of the Junior Debt following the occurrence and during the continuance of an Event of Default under any of the Senior Loan Documents and Junior Lender shall not demand any other payment of any Junior Indebtedness. Until the occurrence of a Subordination Termination Event, Junior Lender agrees to and does hereby subordinate its claim and right to receive payment of the Junior Indebtedness, or any part thereof, to Senior Lender's claim and right to receive payment in full of the Senior Indebtedness, in the manner and to the extent set forth in this Agreement, and hereby agrees not to accept payment of the Junior Indebtedness, whether any such payment is made by or received from Borrower, until the occurrence of a Subordination Termination Event. Should any payment or distribution of any kind or character be received by Junior Lender on the Junior Indebtedness after the occurrence by Borrower of a violation of any financial covenant or otherwise result in a Default or Event of Default under the Senior Loan Agreement, Junior Lender shall receive and hold the same in trust, as trustee, for the benefit of Senior Lender and shall forthwith deliver the same to Senior Lender in precisely the form received (except for the endorsement or assignment by Junior Lender where necessary) for application against the Senior Indebtedness, whether due or not due, and, until so delivered, the same shall be held in trust by Junior Lender as the property of Senior Lender.

(c) **Remedies.**

(i) Junior Lender agrees that until the occurrence of a Subordination Termination Event it will not initiate, alone or together with any other creditor, any Enforcement Action with respect to the Junior Indebtedness and in no event shall Junior Lender retain any funds collected pursuant to or in settlement of an Enforcement Action except as and to the extent (if any) permitted under the terms of this Agreement.

(ii) Borrower shall not make, grant, give or permit, directly or indirectly, in any manner including by way of loan, set-off, sale of participating interest, or otherwise, any payment or prepayment, or grant any liens or security interests in any of its property, other than as may be expressly permitted by this Agreement, in respect to, or to secure payment of, any of the Junior Indebtedness.

(d) **Bankruptcy.** In the event of any Insolvency Proceeding with respect to Borrower or any significant part of Borrower's properties or assets or any assignment for the benefit of Borrower's creditors, or any other marshalling of its assets, then and in any such event, the Senior Indebtedness shall be paid in full or

otherwise satisfied by agreement with Senior Lender before any payment or distribution of any character, whether in cash, securities or other property, shall be made on account of the Junior Indebtedness. Junior Lender further agrees that, until the occurrence of a Subordination Termination Event, it shall not object to or oppose any efforts by Senior Lender to obtain relief from the automatic stay under Section 362 of the United States Bankruptcy Code, and Junior Lender hereby waives any said right to object to any request or motion by Senior Lender for an order establishing that proceeds, products, rents and/or profits of any of Borrower's property shall constitute cash collateral under §363 of the Bankruptcy Code ("Cash Collateral") and Junior Lender hereby consents to any application by Senior Lender to have such Cash Collateral applied as a permanent repayment of the Senior Indebtedness prior to the application of any such sums to the Junior Indebtedness. If Senior Lender objects to the use of any so-called "cash collateral", Junior Lender shall also object and Senior Lender agrees that it shall notify Junior Lender of Senior Lender's consent or objection not later than five (5) days prior to the expiration of the period provided by applicable laws or by court order to so consent or object.

(e) **Miscellaneous.** Borrower and Junior Lender shall cause all instruments, if any, evidencing any of the Junior Indebtedness to be marked in such manner as shall be effective to give proper notice of the provisions of this Agreement.

4. **Prohibition of Subsequent Rights.** From and after the date hereof, Junior Lender shall not acquire, by subrogation, contract or otherwise, any lien upon or other estate, right or interest in any property of Borrower (including, without limitation, any lien, estate, right or interest that may arise with respect to real estate taxes, assessments or other governmental charges) or any rents or revenues therefrom that is or may be prior in right to or on parity with the Senior Lender Collateral.

5. **Junior Indebtedness.**

(a) **No Assignment.** Junior Lender shall not assign or otherwise transfer its interests in the Junior Indebtedness unless it has provided Senior Lender with prior written notice of same and the assignee or transferee thereof has agreed in writing to be bound by the provisions of this Agreement on the same terms as the Junior Lender.

(b) **No Amendment.** Without the prior written consent of Senior Lender, Borrower and Junior Lender will not amend or modify the Junior Indebtedness or the Junior Loan Documents, if any, in any way that will (i) increase the frequency or amount of payments required by the Junior Loan Documents, (ii) increase the principal amount of the Junior Indebtedness, (iii) collateralize the Junior Indebtedness or cross- collateralize the Junior Indebtedness with any other loan, or (iv) add additional default provisions to any of the Junior Loan Documents or delete existing notice and cure periods for any default.

(c) **Representations.** Junior Lender hereby represents and warrants to Senior Lender that:

(i) To the knowledge of Junior Lender, there exists as of the date hereof no default, event of default or circumstance or state of facts that, with the giving of notice, or the passage of time, or both, could constitute a Junior Debt Default.

(ii) Junior Lender has the power, authority and legal right to execute, deliver and perform this Agreement. This Agreement has been duly authorized by all necessary action of Junior Lender, has been duly executed and delivered by Junior Lender and constitutes the valid and binding obligation of Junior Lender enforceable against Junior Lender in accordance with its terms, subject to applicable bankruptcy, insolvency and similar laws affecting rights of creditors generally, and subject, as to enforceability, to general principles of equity (regardless of whether enforcement is sought in a proceeding in equity or at law).

(iii) Neither the execution, delivery or performance by Junior Lender of this Agreement nor compliance by it with the terms and provisions hereof (A) will contravene any provision of any law, statute, rule or regulation or any order, writ, injunction or decree of any court or governmental instrumentality applicable to it, (B) will conflict or be inconsistent with, or result in any breach of any of the terms, covenants, conditions or provisions of, or constitute a default under, any indenture, mortgage, deed of trust, credit agreement, loan agreement, partnership agreement or any other agreement, contract or instrument to which Junior Lender is a party or by which it or any of its property or assets is bound or to which it may be subject, or (C) will violate any provision of the organizational documents of Junior Lender.

(iv) No order, consent, approval, license, authorization or validation of, or filing, recording or registration with (except as have been obtained or made prior to the date hereof), or exemption by, any governmental or public body or authority, or any subdivision thereof, is required to authorize, or is required in connection with (A) the execution, delivery and performance by Junior Lender of this Agreement or (B) the legality, validity, binding effect or enforceability of this Agreement with respect to Junior Lender.

(v) Junior Lender made its own underwriting analysis in connection with the Junior Loan, its own credit review of Borrower and investigated all matters which Junior Lender deemed pertinent thereto.

(d) **Junior Lender Default Notice.** Junior Lender shall use commercially reasonable efforts (consistent with customary requirements applicable to junior lenders in similar circumstances) to give Senior Lender a copy of all written notices sent to Borrower with respect to any Junior Debt Default and to send such notices at the same time and in the same manner delivered to Borrower; provided, however, that any such

notice that Junior Lender fails to provide a copy of to Senior Lender shall have no effect upon Senior Lender and shall not constitute a Junior Debt Default Notice.

**6. Senior Loans.**

(a) Borrower and Senior Lender may at any time, and from time to time, without the consent of Junior Lender and without incurring liability or responsibility to Junior Lender, and without impairing or releasing any of Senior Lender's rights hereunder, alter the terms of the Senior Loan Documents or any other instrument or agreement in any way relating to the Senior Indebtedness.

(b) **Senior Lender Representations.** Senior Lender hereby represents and warrants to Junior Lender that:

(i) Senior Lender has the power, authority and legal right to execute, deliver and perform this Agreement. This Agreement has been duly authorized by all necessary action of Senior Lender, duly executed and delivered by Senior Lender and constitutes the valid and binding obligation of Senior Lender enforceable against Senior Lender in accordance with its terms, subject to applicable bankruptcy, insolvency and similar laws affecting rights of creditors generally, and subject, as to enforceability, to general principles of equity (regardless of whether enforcement is sought in a proceeding in equity or at law).

(ii) Neither the execution, delivery or performance by Senior Lender of this Agreement nor compliance by it with the terms and provisions hereof (A) will contravene any provision of any law, statute, rule or regulation or any order, writ, injunction or decree of any court or governmental instrumentality, (B) will conflict or be inconsistent with or result in any breach of any of the terms, covenants, conditions or provisions of, or constitute a default under, or result in the creation or imposition of (or the obligation to create or impose) any lien upon any of the property or assets of Senior Lender pursuant to the terms of any indenture, mortgage, deed of trust, credit agreement, loan, agreement, partnership agreement or any other agreement, contract or instrument to which Senior Lender is a party or by which it or any of its property or assets is bound or to which it may be subject, or (C) will violate any provision of the organizational documents of Senior Lender.

(iii) No order, consent, approval, license, authorization or validation of, or filing, recording or registration with (except as have been obtained or made prior to the date hereof), or exemption by, any governmental or public body or authority, or any subdivision thereof, is required to authorize, or is required in connection with (A) the execution, delivery and performance by Senior Lender of this Agreement or (B) the

legality, validity, binding effect or enforceability of this Agreement with respect to Senior Lender.

(c) **Senior Lender Default Notices.** Senior Lender shall use commercially reasonable efforts consistent with requirements applicable to senior lenders in similar circumstances to give Junior Lender a copy of all written notices sent to Borrower with respect to any Default or Event of Default under the Senior Loan Agreement and to send such notices at the same time and in the same manner delivered to Borrower. In addition, Senior Lender shall use commercially reasonable efforts to notify Junior Lender of all Enforcement Actions taken by Senior Lender, but failure to give any notice provided for under this paragraph 6(c) shall not affect or impair any rights of Senior Lender.

7. **Miscellaneous Provisions.**

(a) **Notices.** All notices or other written communications hereunder shall be deemed to have been properly given (i) if served in person, upon acceptance or refusal of delivery; (ii) if mailed by certified or registered mail, return receipt requested, postage prepaid, on the third (3rd) day following the day such notice is deposited in any post office station or letter box; (iii) if sent by recognized overnight courier, on the first (1st) day following the day such notice is delivered to such carrier or (iv) by email to a generally known email address with a copy of regular mail. Any party by notice to the other in the manner provided herein may designate additional or different addresses for subsequent notices or communications:

If to Borrower: Northern Illinois Community Development Corporation  
120 W. State Street, Suite 306  
Rockford, IL 61101  
Attention: John J. Phelps  
Email: \_\_\_\_\_

If to Junior Lender: Chairman of the Winnebago Board  
County of Winnebago  
404 Elm Street, Suite 500  
Rockford, IL 61102  
Attention: \_\_\_\_\_  
Email: \_\_\_\_\_

If to Senior Lender: Illinois Bank & Trust  
6855 East Riverside Blvd.  
Rockford, IL 61114  
Attn: Amy S. Brewer  
E-Mail: [abrewer@illinoisbank.com](mailto:abrewer@illinoisbank.com)



(b) **Continuing Validity.** Except as provided in this Agreement the terms and provisions of the Junior Loan Documents and the Senior Loan Documents shall remain in full force and effect.

(c) **Obligations of Borrower Absolute.** Nothing contained in this Agreement is intended to or shall impair, as between Borrower and its creditors other than Senior Lender, the obligations of Borrower to Junior Lender to pay any Junior Indebtedness as and when such Junior Indebtedness shall become due and payable in accordance with its terms, or to affect the relative rights of the Junior Lender and creditors of Borrower other than the Senior Lender.

(d) **Conflict with Documents.** To the extent of any conflict between the provisions of this Agreement and the Senior Loan Documents, the provisions of this Agreement shall control. Similarly, to the extent of any conflict between the provisions of this Agreement and the Junior Loan Documents, the provisions of this Agreement shall control.

(e) **Payment Set Aside.** To the extent any payment under the Senior Loan Documents (whether by or on behalf of Borrower, as proceeds of Collateral or enforcement of any right of set-off or otherwise) is declared to be fraudulent or preferential, set aside or required to be paid to a trustee, receiver or other similar party under any Insolvency Proceeding, then if such payment is recovered by, or paid over to, such trustee, receiver or other similar party, the Senior Loans or part thereof originally intended to be satisfied by such payment shall be deemed to be reinstated and outstanding by the amount thereof as if such payment had not occurred. This Section shall survive the termination of this Agreement.

(f) **Subrogation; Payment by Junior Lender.** Subject to the full and final satisfaction of all of the Senior Indebtedness, Junior Lender shall be subrogated to the rights of Senior Lender to receive distributions and payments with respect to the obligations under the Senior Loan Documents until the obligations under the Senior Loan Documents are paid in full. Junior Lender agrees that in the event all or any part of a payment made with respect to the Senior Indebtedness is recovered from Senior Lender in an Insolvency Proceeding or otherwise, any payment or distribution received by Junior Lender with respect to the Junior Indebtedness at any time after the date of the payment that is so recovered, shall be deemed to have been received by Junior Lender in trust as property of the Senior Lender and Junior Lender shall forthwith deliver the same to the Senior Lender for application to the Senior Indebtedness until the Senior Indebtedness is paid in full. A payment or distribution made pursuant to this Agreement to Senior Lender which otherwise would have been made to Junior Lender is not, as between the Borrower and Junior Lender, a payment by Borrower to or on account of the Senior Indebtedness.

(g) **Binding Effect.** This Agreement shall inure to the benefit of and shall be binding upon the parties hereto and their respective successors and assigns.

(h) **Complete Agreement; No Waiver.** This Agreement contains all of the agreements and conditions made between the parties regarding the subject matter hereof, supersedes prior negotiations and agreements regarding the subject matter hereof, and may not be modified orally or in any manner other than by an agreement in writing signed by Senior Lender, Junior Lender and Borrower. No failure or delay on the part of any party hereto in exercising any right, power or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power or remedy preclude any other or future exercise therefor or the exercise of any other right, power or remedy hereunder.

(i) **Applicable Law; Specific Performance.** This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois. Each party hereto acknowledges that to the extent that no adequate remedy at law exists for breach of its obligations under this Agreement, in the event such party fails to comply with its obligations hereunder, the other party or parties shall have the right to obtain specific performance of the obligations of such defaulting party, injunctive relief or such other equitable relief as may be available.

(j) **Counterparts.** This Agreement may be executed in any number of counterparts and by the different parties hereto on separate counterparts and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute but one and the same Agreement. Receipt of an executed signature page to this Agreement by facsimile or other electronic transmission shall constitute effective delivery thereof. Electronic records of executed Loan Documents maintained by the Bank shall be deemed to be originals thereof.

(k) **Further Assurances.** Junior Lender and/or Borrower, as applicable, will do, execute, acknowledge and deliver, or cause to be done, executed, acknowledged and delivered, all such further acts, deeds, conveyances, mortgages, assignments, transfers, pledges and assurances as Senior Lender reasonably may require or deem desirable for the better assuring and confirming the subordination as described herein.

(l) **Exhibits.** All exhibits referenced herein, if any, are incorporated in this Agreement by reference.

(m) **Terminology.** All personal pronouns used in this Agreement whether used in the masculine, feminine or neuter gender shall include all other genders. The singular shall include the plural, and vice versa. Titles of sections hereof are for convenience only and neither limit nor amplify the substantive provision of this Agreement itself.

(n) **No Third Party Beneficiary.** All of the undertakings, agreements, representations and warranties contained herein are solely for the benefit of Senior Lender and Junior Lender and there are no other persons (including Borrower) who are intended to be benefitted, in any way, by this Agreement. A breach of this

Agreement by either Senior Lender or Junior Lender shall not allow Borrower or any third party to assert such breach in any action by either Senior Lender or Junior Lender, or as a counterclaim or basis for setoff or recoupment against either Senior Lender or Junior Lender.

**SIGNATURE PAGE FOLLOWS**

**IN WITNESS WHEREOF**, Senior Lender, Junior Lender and Borrower have executed and delivered this Subordination and Intercreditor Agreement under seal as of the date first above written.

**JUNIOR LENDER:**

COUNTY OF WINNEBAGO,  
an Illinois county government

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

Name: Frank Haney

Its: Chairman of the County Board of the County  
of Winnebago, Illinois

**BORROWER:**

NORTHERN ILLINOIS COMMUNITY  
DEVELOPMENT CORPORATION,  
an Illinois corporation

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

Name: \_\_\_\_\_

Its: \_\_\_\_\_

**SENIOR LENDER:**

ILLINOIS BANK & TRUST,  
an Illinois state-chartered bank

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

Name: \_\_\_\_\_

Its: \_\_\_\_\_

**EXHIBIT A**

Subordinated Promissory Note

See Attached

## SECURITY AGREEMENT

This Security Agreement between NORTHERN ILLINOIS COMMUNITY DEVELOPMENT CORPORATION, an Illinois corporation, ("NICDC") ("Borrower") and the County of Winnebago, a county government ("Lender") is dated as of July \_\_\_, 2019.

LENDER and BORROWER have entered into a Loan Agreement dated as of July \_\_\_, 2019 ("Loan Agreement"). Each capitalized term used herein shall have the meaning assigned in the Loan Agreement unless otherwise defined herein.

1. To secure the payment of the indebtedness of BORROWER owing the LENDER in the sum of **\$200,000**, as evidenced by BORROWER'S Note and all of the BORROWER's other payment and performance obligations under the Loan Agreement of even date, BORROWER hereby grants to LENDER a continuing security interest in and to all of the property and interests in property of BORROWER identified below by a marking in the space applicable thereto, whether such property is now owned or existing or hereafter acquired or arising and wheresoever located (hereinafter termed the "Collateral"):

- |              |       |   |
|--------------|-------|---|
| <u>  X  </u> | (i)   | All accounts, contract rights, chattel paper, instruments and documents;  |
| <u>  X  </u> | (ii)  | All choses in action, causes of action and all other intangible personal property of every kind and nature including, without limitation, corporate or other business records, deposit accounts, inventions, designs, patents, patent applications, trademarks, trade names, trade secrets, goodwill, copyrights, registrations, licenses, franchises, tax refund claims and any letters of credit, guarantee claims, security interest or other security held by or granted to BORROWER; |
| <u>  X  </u> | (iii) | All insurance proceeds relating to any of the foregoing;  |
| <u>  X  </u> | (iv)  | All books and records relating to any of the foregoing; and   |
| <u>  X  </u> | (v)   | All accessions and additions to, substitutions for, and replacements, products and proceeds of any of the foregoing.  |

2. BORROWER shall make appropriate entries on its financial statements and books and records disclosing LENDER's security interest in the Collateral.

3. At LENDER's request, BORROWER shall execute and/or deliver to LENDER, at any time or times hereafter, all Security Documents that LENDER may reasonably request, in form and substance acceptable to LENDER, and pay the costs of any recording or filing of the same. Upon the occurrence of a Default, BORROWER hereby irrevocably makes, constitutes and appoints LENDER (and all Persons designated by LENDER for that purpose) as BORROWER's true and lawful attorney (and agent-in-fact) to sign the name of BORROWER on any of the Security Documents and to deliver any of the Security Documents to such Persons as LENDER, in its sole discretion, may elect. BORROWER agrees that a carbon, photographic, photostatic, or other reproduction of this Security Agreement or of a financing statement is sufficient as a financing statement.

4. LENDER (by any of its officers, employees and/or agents) shall have the right, at any time or times during BORROWER's usual business hours, without prior notice, to inspect the Collateral, all records related thereto (and to make extracts from such records) and the premises upon which any of the Collateral is located, to discuss BORROWER's affairs and finances with any Person and to verify the amount, quality, quantity, value and condition of, or any other matter relating to, the Collateral.

5. BORROWER's chief executive office, principal place of business and all other offices and locations of the Collateral and books and records related thereto (including, without limitation, computer programs, printouts and other computer materials and records concerning the Collateral) have been previously furnished LENDER. BORROWER shall not remove its books and records or the Collateral from any such locations (except for removal of inventory upon its sale) and shall not open any new offices or relocate any of its books and records or the Collateral except within the continental United States of America with at least thirty (30) days prior written notice thereof to LENDER.

6. BORROWER shall not sell or dispose of any Collateral other than in the ordinary course of business.

7. BORROWER has not, during the preceding five years, been known as or used any other corporate or fictitious name.

8. Upon and after the occurrence of a Default, LENDER shall have the following rights and remedies;

- (i) All of the rights and remedies of a secured party under the Uniform Commercial Code or other applicable law, all of which rights and remedies shall be cumulative, and none exclusive, to the extent permitted by law, in addition to any other rights and remedies contained in the Loan Agreement or in this Security Agreement;
- (ii) The right to (a) enter upon the premises of BORROWER or any other place or places where the Collateral is located and kept, without any obligations to pay rent to BORROWER, through self-help and without judicial process or first obtaining a final judgment or giving BORROWER notice and opportunity for a hearing on the validity of LENDER's claim, and remove the Collateral from such premises and places to the premises of LENDER or any agent of LENDER, for such time as LENDER may require to collect or liquidate the Collateral, and/or (b) require BORROWER to deliver the Collateral to LENDER at a place to be designated by LENDER.

- (iii) The right to sell or to otherwise dispose of all or any Collateral in its then condition, or after any further manufacturing or processing thereof, at public or private sale or sales, for cash or any credit, all as LENDER, in its sole discretion, may deem advisable. At any such sale or sales of the Collateral, the Collateral need not be in view of those present and attending the sale, nor at the same location at which the sale is being conducted. LENDER shall have the right to conduct such sales on BORROWER's premises or elsewhere and shall have the right to use BORROWER's premises without charge for such sales for such time or times as LENDER may see fit. LENDER is hereby granted a license or other right to use, without charge, BORROWER's labels, patents, copyrights, rights of use of any name, trade secrets, trade names, trademarks and advertising matter, or any property of a similar advertising matter, or any property of a similar nature, as it pertains to the Collateral, in advertising for sale and selling any Collateral and BORROWER's rights under all licenses and all franchise agreements shall inure to LENDER's benefit. LENDER may purchase all or any part of the Collateral at public or, if permitted by law, private sale and, in lieu of actual payment of such purchase price, may set off the amount of such prices against the Loan.

9. Any notice required to be given by LENDER of a sale, lease, other disposition of the Collateral or any other intended action by LENDER, which is deposited in the United States mail, registered mail, return receipt requested, duly addressed to BORROWER, at the address set forth in the Loan Agreement, ten (10) days prior to such proposed action, shall constitute commercially reasonable and fair notice thereof to BORROWER.

**IN WITNESS WHEREOF**, BORROWER and LENDER have caused this Security Agreement to be executed as of the day and year first above written.

**BORROWER:**  
**Northern Illinois Community**  
**Development Corporation**

**LENDER:**  
**County of Winnebago, an Illinois county government**

By: \_\_\_\_\_  
John J. Phelps, Executive Director

By: \_\_\_\_\_  
Its: Chairman of the County Board of the County  
Of Winnebago, Illinois

Attest:

By: \_\_\_\_\_  
Winnebago County Clerk

**CORPORATE BORROWER ACKNOWLEDGMENT**

STATE OF ILLINOIS        )

) SS.

WINNEBAGO COUNTY    )

I, the undersigned, a Notary Public in and for said County and State, do hereby certify that John Phelps personally known to me to be the same persons whose names are as Executive Director of Northern Illinois Community Development Corporation appeared before me this day in person and acknowledged to me that they being thereunto duly authorized, signed and delivered such instrument as their own free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

Given under my hand and notarial seal this \_\_\_\_\_ day of July, 2019.

\_\_\_\_\_  
Notary Public



## **Exhibit A**

### **Schedule of Secured Property**

Any and all machinery, equipment, inventory, furniture, fixtures, goods, merchandise, tools, chattel paper, instruments, contract rights, accounts, accounts receivables, and general intangibles including any and all additions, attachments, and accessions thereto, replacements of and substitution therefor, now owned or hereafter acquired, including any and all products and proceeds therefrom.



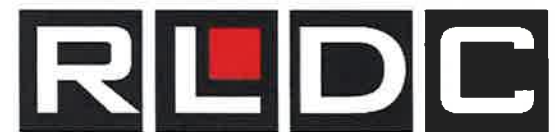
# Recapitalization of Northern Illinois Community Development Corporation (“NICDC”)

## A Multi-Bank Community Development Corporation

Presented by:  
John J. Phelps, Executive Director

# About NICDC

- ▶ For-Profit Multi-Bank CDC
- ▶ Formed in 1991
- ▶ Owned by Six Banks
  - Associated Bank
  - Blackhawk Bank
  - Midland States Bank
  - PNC
  - Stillman BancCorp
  - US Bank
  - FDIC (from Amcore)



# About NICDC

- ▶ Mission: Promote, Develop, and Improve Economic Conditions in Winnebago and Boone Counties
- ▶ Managed by Rockford Local Development Corporation (Management Fee of \$15,242 in FY2018)
- ▶ Stockholder's Equity (March 31, 2018) \$983,978



# About NICDC

## ► Ownership

- Associated Bank – 30 shares \$169,651\*
- PNC – 30 shares \$169,651\*
- US Bank – 30 shares \$169,651\*
- Midland States Bank – 10 shares \$56,550\*
- Stillman BancCorp – 8 shares \$45,240\*
- Blackhawk Bank – 6 shares \$33,930\*
- FDIC – 30 shares \$169,651\*
- Treasury Stock – 30 shares \$169,651\*

\*Net asset Value as of March 31, 2018



# About NICDC

## ▶ Existing Loan Portfolio:

- 75 loans outstanding totaling \$1,335,000
- Total Project Size of \$34,106,000 (leverage of 12.9X amount of NICDC loans)
- Total Jobs Impacted: 988

## ▶ Loans Since Inception:

- 164 total loans closed
- NICDC Loan Amount: \$7.4 million
- Total Size of Projects: \$86.3 million (leverage factor of 11.66)
- Jobs Impacted: 2,030
- Default Rate: 4.36% (\$332,000 in default)
- Portfolio Interest Rate: 6.49% (\$1,327,500 collected interest)



# Recapitalization Goal

- ▶ Raise \$2 million from local financial institutions, local governmental entities, foundations and corporate entities.
- ▶ Combination of equity and low-cost debt.
- ▶ Funds will be used to lend money to small businesses for the expressed purpose of job creation and neighborhood redevelopment.
- ▶ Seek project leverage of 5x from other private and public sources
- ▶ NICDC pledges to employ 50% of the committed funds to support small business owners who purchase and improve foreclosed and abandoned residential properties in at-risk neighborhoods and re-sell these renovated properties for owner-occupied use.



# NICDC Housing Pilot Program

- ▶ Seeded with \$100,000 in 2015
- ▶ Have successfully completed seven houses with one under reconstruction
- ▶ Houses have been sold profitably for average price around \$60,000
- ▶ Houses located in central Rockford urban area





# For Information on CRA Investments

Contact:

Paul Ginger

Community Reinvestment and Development Specialist

Comptroller of the Currency

Administrator of National Banks

Central District Office

One Financial Place, Suite 2700

440 South LaSalle Street

Chicago, IL 60605

(312) 360-8876

[paul.ginger@occ.treas.gov](mailto:paul.ginger@occ.treas.gov)



# Thank You

Contact us:

John Phelps, Executive Director

120 W. State St., Suite 306

Rockford, IL 61101

Tel (815) 987-8675

Fax (815) 968-4157

Email: [john@rldc.us](mailto:john@rldc.us)



## **Proposal to Recapitalize Northern Illinois Community Development Corporation**

Northern Illinois Community Development Corporation ("NICDC") is a multi-bank community development corporation serving Winnebago and Boone Counties. Formed in 1991, NICDC is a for-profit corporation owned by six member financial institutions: Associated Bank, Blackhawk Bank, Midland Bank (formerly Alpine Bank), Rockford Local Development Corporation (by virtue of a donation by PNC of its ownership shares), Stillman BancCorp and U.S. Bank. NICDC's mission is to promote, develop, and improve the economic conditions in Winnebago and Boone Counties.

Rockford Local Development Corporation ("RLDC"), a 501-c(6) not-for-profit economic development corporation, has been the management company for NICDC since its inception. The Board of Directors for NICDC and RLDC have jointly agreed that recapitalizing NICDC's investment funds would advance the mission of both NICDC and RLDC and contribute to small business formation and growth and neighborhood redevelopment in the two-county area.

NICDC in cooperation with the City of Rockford and Winnebago County is pleased to announce that it has commitments for \$3.5 million in a combination of equity and debt capital with the intent to leverage those funds by a factor of 5X by partnering with local financial institutions, the U.S. Small Business Administration, City of Rockford, Winnebago County, Illinois Department of Commerce and Economic Opportunity and Illinois Finance Authority to lend money to small businesses that will create jobs and rehabilitate vacant residential structures resulting in a more vibrant economy and more stable residential neighborhoods. With the new \$3.5 million in pledged capital, NICDC will have more than \$4.5 million to lend to area small businesses.

These funds will be used to lend money to small businesses for the expressed purpose of job creation and neighborhood redevelopment. NICDC pledges to employ up to \$1.0 million of the committed funds to support small business owners who purchase and improve foreclosed, abandoned and underutilized residential properties in at-risk neighborhoods and re-sell these renovated properties for owner-occupied use.

### **Outcomes:**

- Job creation from the small businesses who have increased capital to support their businesses;
- Increased ownership of quality and affordable housing in local neighborhoods throughout Winnebago County;
- More stable neighborhoods as potential rental units are converted into owner-occupied units;
- Increased property tax base as foreclosed properties are improved and property assessments increase;
- Removal of blight from neighborhoods.

### **About NICDC:**

- Capital base of \$983,978 (FYE March 31, 2018)
- Loan Portfolio:
  - 75 loans outstanding totaling \$1,335,000
  - Total Project Size of \$34,106,000 (leverage of 12.9X amount of NICDC loans)
  - Total Jobs Impacted: 988
- Loans Since Inception:
  - 164 total loans closed
  - NICDC Loan Amount: \$7.4 million
  - Total Size of Projects: \$86.3 million (leverage factor of 11.66)
  - Jobs Impacted: 2,030

**New Shareholders**

Blackhawk Bank	\$163,996.32	24 shares
Illinois Bank & Trust	\$102,497.70	15 shares
Rockford Bank & Trust	\$143,496.78	21 shares
Northwest Bank	\$95,664.52	14 shares
State Bank of Davis	\$54,665.44	8 shares
German American State Bank	\$54,665.44	8 shares
<b>Total Equity</b>	<b>\$614,986.20</b>	<b>(net of \$284,990.20 after FDIC share purchase and purchase of 30 shares from RLDC)</b>

**Subordinated Debt:**

City of Rockford	\$200,000	
Winnebago County	\$200,000	
RLDC	\$153,747	(RLDC keeps \$51,249)
RLDC from US Bank	\$250,000	(unsecured Note to RLDC; interest only at 3.25%; RLDC loan to NICDC at 4.25)
<b>Total Subordinated Debt:</b>	<b>\$803,747</b>	

**Bank Loan Commitments:**

IBT	\$350,000
RBT	\$350,000
Associated	\$350,000
Midland	\$350,000
Stillman	\$300,000
Blackhawk	\$300,000
Wintrust	\$250,000
PNC	TBD
<b>Total Senior Debt (est.)</b>	<b>\$2,500,000</b>

**Total Recapitalization** **\$3,588,737.20**

## **Proposed Terms to Recapitalize Northern Illinois Community Development Corporation ("NICDC")**

NICDC seeks to recapitalize its multi-bank community development corporation with new equity and debt investments with a goal of \$2.0 million additional capital raised. Depending upon the amount of any new equity investment into the corporation, if any, NICDC may consider additional debt beyond \$2.0 million but not to exceed two times the total equity of the corporation.

### **Proposed Term Sheet for Debt Investments by Private Financial Institutions:**

- Up to \$2.0 million at an interest rate ranging from 4.0% to 5.0% fixed for five years;
- The funds are to be available over the first two years with interest only payments for the first two years;
- The loan(s) will be repaid by a fully amortized five-year loan commencing on the second anniversary of the initial funding;
- The loan(s) will mature at year five at which time the remaining balance will be due. It is contemplated that in the absence of a default by NICDC, the loan(s) will be extended for the final two years;
- The loan(s) will be secured by a senior lien on all NICDC loans outstanding and any other assets of the corporation. The proposed loans from the City of Rockford and Winnebago County expected to total \$400,000 will be expressly subordinate to the Bank loan(s).

### **Proposed Term Sheet for Equity Investments by Private Financial Institutions:**

- Up to 30 shares of Treasury Stock are immediately available worth an estimated \$204,995 at Net Asset Value ("NAV") of outstanding shares as of March 31, 2018;
- Financial institutions making an equity investment will be granted a seat on NICDC's Board of Directors with voting representation equal to its pro rata ownership in the corporation;
- Existing shares may be purchased in whole or part. If there is sufficient demand for additional shares, NICDC will consider issuing additional shares but not less than 30 additional shares valued at the NAV.

**PERSONNEL &  
POLICIES  
COMMITTEE**

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

Submitted by: Personnel and Policies Committee

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

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**AN ORDINANCE AMENDING SECTION 2-89 OF THE  
COUNTY CODE OF ORDINANCES**

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**WHEREAS**, Chapter 2 of the County Code of Ordinances, Article II, sets forth the Rules of Procedure of the County Board; and

**WHEREAS**, the County Board wishes to amend Section 2-89 of Chapter 2, of the County Code of Ordinances.

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

**Sec. 2-89. – Appointment of Department Heads.**

- (a) Appointments or re-appointments of department heads shall be made according to the County Code of Ordinances or as required by state statute. Any position not specifically mentioned in the County Code of Ordinances or in state statute shall be appointed or re-appointed upon recommendation of the County Administrator with the advice and consent of the County Board.
- (b) The County Administrator shall review the performance of all appointed department heads annually using a uniform evaluation system except as provided by law or ordinance and shall provide a copy of the evaluations to the Chief of Human Resources.

**BE IT FURTHER ORDAINED**, that the remainder of Chapter 2, Article II, of the County Code of Ordinances shall remain unchanged.

**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 Amendment 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**

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DAVE FIDUCCIA, CHAIRMAN

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DAVE FIDUCCIA, CHAIRMAN

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DAVE BOOMER

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DAVE BOOMER

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ANGIE GORAL

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ANGIE GORAL

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JOE HOFFMAN

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JOE HOFFMAN

---

DAVE KELLEY

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DAVE KELLEY

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DOROTHY REDD

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DOROTHY REDD

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JIM WEBSTER

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JIM WEBSTER

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



Sec. 2-89. - Appointment of department heads.

- (a) Appointments or re-appointments of department heads ~~these county officers as required by the laws of the state, as well as the county administrator and the River Bluff Nursing Home Administrator,~~ shall be made according to the County Code of Ordinances or as required by state statute. ~~by the chairman with~~ if a position is not specifically mentioned in the County Code or in state statute, the appointment or re-appointment of that position shall be made upon recommendation of the County Administrator with ~~advice and consent of the board~~ County Board.
- (b) ~~The chairman~~ County Administrator shall review all appointments ~~appointed department heads~~ annually, using a uniform evaluation system, except as provided by law or ordinance and shall provide a copy of the evaluations to the Chief of Human Resources.

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

Submitted by: Personnel and Policies Committee

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

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**AN ORDINANCE AMENDING SECTION 2-168 OF THE  
COUNTY CODE OF ORDINANCES**

---

**WHEREAS**, Chapter 2 of the County Code of Ordinances, Article IV, sets forth the duties of various departments of the County Administration; and

**WHEREAS**, the County Board wishes to amend Section 2-168 of Chapter 2, 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 IV of the County Code of Ordinances be amended as follows:

**Sec. 2-168. – Director.**

The Human Resources Director shall be recommended, appointed, disciplined or dismissed by the Chief of Human Resources or the County Administrator with the approval of the County Board. In the absence of an interim Administrator and Chief Human Resources Officer, the Human Resources Director shall be recommended, appointed, disciplined or dismissed by a majority vote of the County Board.

**BE IT FURTHER ORDAINED**, that the remainder of Chapter 2, Article IV, of the County Code of Ordinances shall remain unchanged.

**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 Amendment 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

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ANGIE GORAL

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ANGIE GORAL

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JOE HOFFMAN

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JOE HOFFMAN

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

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

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DOROTHY REDD

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

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

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

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

Sec. 2-168. - Director.

The person in charge of the human resources department shall be known as the human resources director. The human resources director shall be recommended, and appointed, or disciplined or dismissed, by the county administrator Chief of Human Resources or the County Administrator with the approval of the County board chairman. Board.

# **ZONING COMMITTEE**

**Attachment**  
**ZONING COMMITTEE**  
**OF THE COUNTY BOARD AGENDA**  
July 25, 2019

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

1. **COMMITTEE REPORT (ANNOUNCEMENTS)** - *for informational purposes only; not intended as a public notice*:
  - Chairman, Brian Erickson, hereby announces that a *Zoning Board of Appeals (ZBA)* meeting is scheduled for Wednesday, **August 14, 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, **August 21, 2019**, at 5:00 p.m. in Room 303 of the County Administration Building.