



WINNEBAGO COUNTY

— ILLINOIS —

REVISED AGENDA

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

Thursday, August 22, 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 John Butitta
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 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 July 25, 2019 minutes
 - D. Layover of August 8, 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
 - B. Zoning Committee **Jim Webster, Committee Chairman**
 - Planning and/or Zoning Requests:
 - 1. Z-05-19 A map amendment to rezone +/- 5.949 acres from the AG, Agricultural Priority District to the RA, Rural Agricultural Residential District for the property that is located east of 10412 Farm School Road in Harrison Township, District 2 to be laid over
 - 2. SU-11-19 A special use permit to allow a golf course (and accessories, ie. maintenance buildings) in the rr, Rural Residential District (a subdistrict of the RA District) for the property that is commonly known as 12365 North Gate Court, Roscoe, IL 61073 in Roscoe Township, District 4 to be laid over
 - 3. SU-12-19 A special use permit for a wedding and/or reception facility in the AG, Agricultural Priority District for the property that is commonly known as 13382 Smith Road, Winnebago, IL 61088 in Pecatonica Township, District 1 to be laid over
 - 4. V-03-19 A variation to allow a side yard setback of 3 feet instead of the required 10 foot setback in the AG, Agricultural Priority District for the property that is commonly known as 1217 Banks Street, Rockford, IL 61102 in Rockford Township, District 18 to be laid over
 - 5. Committee Report
 - C. Economic Development Committee..... **Jas Bilich, Committee Chairman**
 - 1. Committee Report
 - 2. Resolution Concerning The Policy For The Process For Awarding, Recommending, Evaluating And Approval Of Host Fee Funds To Other Entities
 - 3. Resolution Granting Authority To The Winnebago County Board Chairman To Execute The Documents Necessary To Complete A Loan For \$17,500 From The Revolving Loan Fund To Shorty's Kitchen LLC
 - 4. Resolution Supporting The Siting Of A Casino In The City Of Rockford Along The I-90 Corridor
 - D. Operations & Administrative Committee **Keith McDonald, Committee Chairman**
 - 1. Committee Report
 - E. Public Works Committee **Dave Tassoni, Committee Chairman**
 - 1. Committee Report
 - F. Public Safety Committee..... **Aaron Booker, Committee Chairman**
 - 1. Committee Report

2. Resolution to Approve Intergovernmental Agreement for 2019 Justice Assistance Grant Award
3. Resolution Awarding Proposals for Inmate Food Services

G. 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) - Reconsideration
3. An Ordinance Amending Section 2-168 of the County Code of Ordinances (Human Resources Director) – Reconsideration
4. Motion to Accept the Recommendation of the County Administrator to Dismiss a County Employee

14. Unfinished Business Chairman Frank Haney

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

16. Adjournment Chairman Frank Haney

Next Meeting: Thursday, September 5, 2019

CHAIRMAN'S REPORT

ANNOUNCEMENTS & COMMUNICATIONS



WINNEBAGO COUNTY

— ILLINOIS —

Announcements & Communications

Date: August 22, 2019

Item: Correspondence to the Board

Prepared by: County Clerk Lori Gummow

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

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

Background: The items listed below were received as correspondence.

1. County Clerk Gummow received from the United States Nuclear Regulatory Commission the following:
 - a. Applications and Amendments to Facility Operating Licenses and Combines Licenses Involving Proposed No Significant Hazards Considerations and Containing Sensitive Unclassified Non-Safeguards Information and Safeguards Information and Order Imposing Procedures for Access to Sensitive Unclassified Non-Safeguards Information and Safeguards Information
 - b. Partial Issuance of Preliminary RAIs for Braidwood/Byron TSTF-505 Application
 - c. Federal Register / Vol. 84, No. 156 / Tuesday, August 13, 2019 / Notices
2. County Clerk Gummow received from the Illinois Environmental Protection Agency the following:
 - a. Notice of Application for Permit to Manage Waste (LPC-PA16) Description of Project: Northern/Southern Unit 2019 annual GCCS evaluation & Northern Unit 2019 annual dual-extraction well evaluation, pursuant to Conditions VI7 and VIII.17 – Northern and Southern Unit of Winnebago Landfill Facility.
 - b. A letter regarding Behr Iron & Steel (Illinois EPA BOA ID# 201045AAJ) Construction Permit (19050042); Lifetime Operating Permit (12050036).



WINNEBAGO COUNTY

— ILLINOIS —

- c. A letter regarding Notice of Public Comment Period Proposed Insurance of a Construction Permit Rockford Energy Center in Rockford.
 - d. A letter regarding a Final Report of Expenditures.
- 3. County Clerk Gummow received from Nancy L. McPherson, Winnebago County Recorder, the Monthly Report for July, 2019.
- 4. County Clerk Gummow received from Charter Communications the Quarterly Franchise Fee Payment for the following:
 - a. Town of Roscoe
 - b. Township of Harlem
 - c. Town of Rockton
- 5. County Clerk Gummow received from Charter Communication, locally known as Spectrum, letters regarding changes in channel lineup on or around August 22, 2019 for the following:
 - a. County of Winnebago
 - b. Township of Harlem
 - c. Township of Rockton
 - d. Township of Roscoe

CONSENT AGENDA

RAFFLE APPLICATION REPORT

Presently the County Clerk's office has Raffle Applications submitted by
12 different organizations for 12 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
30168	1	ROCKFORD SEXUAL ASSAULT COUNSELING, INC.	09/09/2019-09/09/2019	\$ 2,500.00
30169	1	CATHOLIC CHARITIES AUXILIARY	09/28/2019-09/28/2019	\$ 2,000.00
30170	1	CHILDREN'S SAFE HARBOR	09/14/2019-09/14/2019	\$ 960.00
30171	1	HARLEM-ROSCOE FIREFIGHTER'S ASSOCIATION	08/23/2019-09/08/2019	\$ 1,525.00
30172	1	LIFESCAPE COMMUNITY SERVICES	09/07/2019-09/07/2019	\$ 1,000.00
30173	1	ROCK RIVER VALLEY PANTRY	08/24/2019-08/24/2019	\$ 1,600.00
30174	1	ROCKFORD ART MUSEUM	10/16/2019-10/16/2019	\$ 1,000.00
30175	1	ROCKTON POLICE DEPARTMENT	09/01/2019-12/07/2019	\$ 4,990.00
30176	1	ST. MARY ORATORY	11/30/2019-11/30/2019	\$ 4,900.00
30177	1	WINNEBAGO COUNTY 4-H & EXTENSION FOUNDATION	10/01/2019-10/01/2019	\$ 150.00

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

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

The Following Have Requested A Class D, E, & F Limited Annual License				
LICENSE #	# OF RAFFLES	NAME OF ORGANIZATION	LICENSE DATES	AMOUNT
30178	1	FORENINGEN LYRAN SOCIETY	08/23/2019-08/22/2020	\$ 5,000.00
30179	1	SPECTRUM SCHOOL	09/28/2019-05/31/2020	\$ 5,000.00

This concludes my report

Deputy Clerk

Kayla Hilliard

LORI GUMMOW
Winnebago County Clerk

Date

22-Aug-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	3,749,288.42
101	PUBLIC SAFETY TAX	2,590,657.63
102	MARRIAGE AND CIVIL UNION FUND	203.54
103	DOCUMENT STORAGE FUND	46,573.77
104	TREASURER'S DELINQUENT TAX FU	4,499.64
105	VITAL RECORDS FEE FUND	2,347.91
106	RECORDERS DOCUMENT FEE FUND	46,350.04
107	COURT AUTOMATION FUND	17,812.14
110	CHILD SUPPORT & COLLECTIN FE	5,580.25
111	CHILDREN'S WAITING ROOM FUND	52.95
112	RENTAL HOUSING FEE FUND	26,379.00
114	911 OPERATIONS FUND	74,838.24
115	PROBATION SERVICE FUND	5,430.24
116	HOST FEE FUND	917,597.65
118	NEUTRAL SITE CUSTODY EXCHANGE	23,982.00
119	CORONER FEE FUND	35,513.86
120	DEFERRED PROSECUTION PROGRAM	3,868.47
121	HOTEL / MOTEL TAX FUND	79,934.43
126	LAW LIBRARY	15,762.12
131	DETENTION HOME	190,213.04
145	FORECLOSURE MEDIATION FUND	6,684.58
155	MEMORIAL HALL	11,148.86
158	CHILD ADVOCACY PROJECT	35,143.12
161	COUNTY HIGHWAY	307,873.05
162	COUNTY BRIDGE FUND	52,450.01
163	FEDERAL AID MATCHING FUND	51,556.94
164	MOTOR FUEL TAX FUND	284,819.59
165	TOWNSHIP HIGHWAY FUND	35,832.43
181	VETERANS ASSISTANCE FUND	17,346.72
185	HEALTH INSURANCE	1,415,529.77
192	EMPLOYER SOCIAL SECURITY FUND	405,230.85
193	ILLINOIS MUNICIPAL RETIRE	542,191.18
194	TORT JUDGMENT & LIABILITY	13,770.60
301	HEALTH GRANTS	688,793.74
302	SHERIFF'S DEPT GRANTS	1,000.00
303	STATE'S ATTORNEY GRANT	11,957.29
304	PROBATION GRANTS	25,144.53
309	CIRCUIT COURT GRANT FUND	132,543.44
401	RIVER BLUFF NURSING HOME	1,310,001.97

CONTINUATIONFUND NAMERECOMMENDED FOR PAYMENT

410	ANIMAL SERVICES	167,549.55
420	555 N COURT OPERATIONS FUND	11,572.79
430	WATER FUND	14,174.87
501	INTERNAL SERVICES	33,635.86

TOTAL THIS REPORT	<u>13,412,837.08</u>
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The adoption of this report is hereby recommended:



William Crowley, County Auditor

ADOPTED: This 22nd day of August 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
JULY 25, 2019**

1. Board Member Fellars Called to Order the Regular Adjourned Meeting of the Winnebago County Board for Thursday, July 25, 2019 at 6:01 p.m.
2. Board Member Fellars announced the following Agenda Changes:

UNDER FINANCE COMMITTEE

Please move Item 8. Budget Amendment 2019-029 Sheriff Unfunded Deputies to be laid over, up before Item 6. Resolution Approving Settlement of 19-CH-190 (Settlement of Sheriff's Lawsuit).

3. Roll Call: 18 Present. 2 Absent. (Board Members Arena, Bilich, Boomer, Butitta, Crosby, Fellars, Fiduccia, Gerl, Goral, Hoffman, Kelley, McDonald, Nabors, Salgado, Schultz Tassoni, Webster, and Wescott were present) (Board Members Booker and Redd were absent.)
4. County Board Member Bilich 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 asked for a moment of silence in memory of Arnie Cabello.

Board Member Arena thanked County Administrator Pascal for her excellent work she has done with the County.

Board Member Fellars spoke of a letter regarding the building of a casino in Rockford.

CHAIRMAN'S REPORT

8. No Report.

ANNOUNCEMENTS & COMMUNICATION

9. County Clerk Gummow submitted the Items Listed Below as Correspondence which were “Placed on File” by Chairman Haney:
- A. County Clerk Gummow submitted from the United States Nuclear Regulatory Commission the following:
 - a. Byron Station, 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 Island Nuclear Station, Unit 1 – Supplemental Information Needed to Support Request for Withholding Information Regarding Proposed Alternative to use Asme Code Case N-879.
 - B. 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.
 - C. 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.

- D. County Clerk Gummow received from Comcast a letter regarding Changes to the Comcast channel line-up in our community.
- E. 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
- F. 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

CONSENT AGENDA

- 10. Board Member Fellars entertained a motion to approve the Consent Agenda for July 25, 2019 (Raffle Report, Bills, and County Board Minutes of June 27, 2019 and to layover the County Board Minutes of July 11, 2019). Board Member Boomer moved for the approval of the Consent Agenda, seconded by Board Member Bilich. The motion was approved by a unanimous vote of all members present. (Board Member Booker and Redd were absent.)

COUNTY ADMINISTRATOR'S REPORT

- 11. County Administrator Paschal spoke of the open house for the new Swedish American Wellness Center.

On July 30th County Administrator Paschal will meet with Prairie Forge regarding the Public Safety Building project.

County Administrator Paschal and Auditor Crowley met with representatives of Baker Tilly as they finished their reviews of I.T. and Purchasing and the draft results will be provided at a meeting on July 30th.

DEPARTMENT HEAD UPDATES

- 12. No Report.

REPORTS FROM STANDING COMMITTEES

FINANCE COMMITTEE

13. Board Member Salgado brought forward a Resolution Subcontractor Agreements for the Domestic Violence Enhanced Training and Services to End Abuse in Later Life Grant. Board Member Gerl made a motion to approve the Resolution, seconded by Board Member Hoffman. Discussion by Board Members Salgado and Goral. Motion was approved by voice vote. (Board Members Booker and Redd were absent.)
14. Board Member Salgado read in for the first reading of a Budget Amendment 2019-025 Legal Fees to be laid over. Board Member Salgado made a motion to suspend the rules, seconded by Board Member Gerl. Motion to suspend the rules was approved by a voice vote. (Board Members Booker and Redd were absent.) Board Member Salgado made a motion to approve Budget Amendment 2019-025, seconded by Board Member Gerl. Discussion by Board Member Fellars. Motion was approved by a voice vote. (Board Member Schultz voted no.) (Board Members Booker and Redd were absent.)
15. Board Member Salgado read in for the first reading of a Budget Amendment 2019-026 Dental Sealant Program to be laid over. Board Member Salgado made a motion to suspend the rules, seconded by Board Member Goral. Motion to suspend the rules was approved by a voice vote. (Board Members Booker and Redd were absent.) Board Member Salgado made a motion to approve Budget Amendment 2019-026, seconded by Board Member Hoffman. Motion was approved by a voice vote. (Board Members Booker and Redd were absent.)
16. Board Member Salgado read in for the first reading of a Budget Amendment 2019-027 Regional Planning and Economic Development Salaries to be laid over. Board Member Salgado made a motion to suspend the rules, seconded by Board Member Webster. Motion was approved by a voice vote. (Board Members Booker and Redd were absent.) Board Member Salgado made a motion to approve Budget Amendment 2019-027, seconded by Board Member Gerl. Discussion by County Administrator Paschal and Board Members Crosby, Goral, Wescott, and Webster. Motion was approved by a voice vote. (Board Member Schultz voted no.) (Board Members Booker and Redd were absent.)
17. Board Member Salgado read in for the first reading of a Budget Amendment 2019-029 Sheriff Unfunded Deputies to be Laid Over. Board Member Salgado made a motion to suspend the rules, seconded by Board Member Boomer. Motion was approved by a voice vote. (Board Members Booker and Redd were absent.) Board Member Salgado made a motion to approve Budget Amendment 2019-029, seconded by Board Member Boomer. Discussion by County Administrator Paschal and Board Member Crosby. Motion was approved by a voice vote. (Board Members Salgado and Schultz voted no.) (Board Members Booker and Redd were absent.)
18. Board Member Salgado brought forward a Resolution Approving Settlement of 19-CH-190 (Settlement of Sheriff's Lawsuit). Board Member Hoffman made a motion to approve the Resolution, seconded by Board Member McDonald. Motion was approved by a roll call vote of 16 yes and 2 no votes. (Board Members Salgado and Schultz voted no.) (Board Members Booker and Redd were absent.)
19. Board Member Salgado read in for the first reading of a Budget Amendment 2019-028 Children's Waiting Room Funding to be Laid Over. Board Member Salgado made a motion to

suspend the rules, seconded by Board Member Gerl. Motion was approved by a voice vote. Board Member Salgado made a motion to approve Budget Amendment 2019-028, seconded by Board Member Boomer. Motion was approved by a voice vote. (Board Members Booker and Redd were absent.) Discussion by Board Members Salgado and Webster.

ECONOMIC DEVELOPMENT

20. 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. Shameka Williams, founder and executive director of KFACT gave a brief presentation. Discussion by Board Member Arena. Motion was approved by a voice vote. (Board Member Schultz voted no.) (Board Members Booker and Redd were absent.)
21. Board Member Wescott made a motion to approve a Resolution to Donate Five Thousand Dollars to The Rockford Area Convention and Visitors Bureau (RACVB) to Support the Fred VanVleet Celebration, seconded by Board Member Gerl. Discussion by Board Member Bilich and Arena. Motion was approved by a voice vote. (Board Member Schultz voted no.) (Board Members Booker and Redd were absent.)
22. Board Member Bilich made a motion to approve a Resolution Granting Authority to the Winnebago County Board Chairman to Execute the Documents Necessary to Complete a Loan for \$200,000 from Winnebago County Host Fees for the "Recapitalization of Northern Illinois Community Development Corporation" Program to Northern Illinois Community Development Corporation (NICDC), seconded by Board Member Butitta. Motion was approved by a voice vote. (Board Member Schultz voted no.) (Board Members Booker and Redd were absent.)

PERSONNEL AND POLICY COMMITTEE

23. 2. Board Member Fiduccia read in for the first reading of an Ordinance Amending Section 2-89 of the County Code of Ordinances (Appointment of Department Heads) to be Laid Over.
24. 3. Board Member Fiduccia read in for the first reading of an Ordinance Amending Section 2-168 of the County Code of Ordinances (Human Resources Director) to be Laid Over.

Board Member Fiduccia announced that the Personnel and Policy Committee appointed Board Member Arena as ADHOC chair.

Board Member Fiduccia reported that Animal Services received 981 calls for service, 623 were in the City and 143 calls were in unincorporated Winnebago County. Machesney Park had 83, Loves Park 44, Rockton had 12, Roscoe had 20, South Beloit had 27, Durand had 5, Pecatonica had 4, Winnebago 7, New Milford had 2, Cherry Valley had 10. They took in 59 dogs, 83 cats, 1 ferret, 1 guinea pig, 1 gerbil, 6 fish, 3 domestic rabbits, and a hamster.

Board Member Fiduccia thanked County Administrator Paschal for all she had done for Winnebago County.

25. Board Member Salgado made motion to suspend the rules on Agenda Item 2. (as listed above) An Ordinance Amending Section 2-89 of the County Code of Ordinances (Appointment of

Department Heard) to be Laid Over, seconded by Board Member Goral. Discussion by Board Member Salgado. Motion to suspend the rules was approved by a roll call vote of 13 yes and 5 no votes. (Board Members Butitta, Crosby, Fellars, Gerl, and Kelley voted no.) (Board Members Booker and Redd were absent.) Board Member Salgado made a motion to approve the Ordinance, seconded by Board Member Wescott. Board Member Goral made a motion to amend the Ordinance under Sec. 2-89. (b) to read; The County Administrator and two County Board Members (one from each political party) 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, seconded by Board Member Arena. Discussion by Board Members, Hoffman, Kelley, and Goral. Board Member Hoffman made a motion to amend the amended Ordinance to read: The County Administrator and two County Board Members chosen by the caucus chairs of each party (one from each political party) 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, seconded by Board Member Arena. Motion to approve the amendment to the Ordinance was approved by a voice vote. (Board Members Crosby and Schultz voted no.) (Board Members Booker and Redd were absent.) Motion to approve the amendment to the amended Ordinance was approved by a voice vote. (Board Members Crosby, Kelley, and Schultz voted no.) (Board Members Booker and Redd were absent.) Motion to approve the amended Ordinance was approved by a voice vote. (Board Members Kelley, Crosby, and Fellars voted no.) (Board Members Booker and Redd were absent.)

26. Board Member Salgado made a motion to suspend the rules on Agenda Item 3. (as listed above) An Ordinance Amending Section 2-168 of the County Code of Ordinances (Human Resources Director) to be Laid Over, seconded by Board Member Wescott. Motion to suspend the rules was approved by a roll call vote of 13 yes and 5 no votes. (Board Members Butitta, Crosby, Fellars, Gerl, and Kelley voted no.) (Board Members Booker and Redd were absent.) Board Member Salgado made a motion to approve the Ordinance, seconded by Board Member Boomer. Discussion by State's Attorney Hite-Ross and Board Member Arena. Board Member Arena made a motion to amend the Ordinance Section 2-168 by striking the word interim, seconded by Board Member Hoffman. Motion to amend the Ordinance was approved by a voice vote. (Board Member Crosby voted no.) (Board Members Booker and Redd were absent.) Motion to approve the amended Ordinance was approved by a roll call vote of 13 yes and 5 no votes. (Board Members Butitta, Crosby, Fellars, Gerl, and Kelley voted no.) (Board Members Booker and Redd were absent.) Discussion by State's Attorney Hite-Ross and Board Members Salgado, Gerl, Goral, Fiduccia and Webster.

ZONING COMMITTEE

27. No Report.

OPERATIONS & ADMINISTRATIVE COMMITTEE

28. No Report.

PUBLIC WORKS

29. No Report.

PUBLIC SAFETY

30. No Report.

UNFINISHED BUSINESS

31. Board Member Schultz spoke of host fee allocations.

Board Member Salgado addressed the vote on the Sheriff's Lawsuit.

Board Member Hoffman and State's Attorney Hite-Ross discussed the rules of a substitute Chairman.

Board Member Gerl had a follow-up question to Board Member Hoffman's question. Discussion by State's Attorney Hite-Ross.

Board Member Webster and State's Attorney Hite-Ross discussed the Chairman's pay.

NEW BUSINESS

32. Board Member Wescott discussed potholes.

Deputy State's Attorney Kurlinkus announced he attended the first 911 meeting with the municipalities and it was a productive meeting. The next meeting will be August 14th at 5:00 p.m.

Board Member Goral announced on August 6th River Bluff Nursing Home will host a dinner.

33. Board Member Fellars entertained a motion to adjourn. County Board Member Hoffman moved to adjourn the meeting, seconded by Board Member Crosby. Motion was approved by a voice vote. The meeting was adjourned at 7:04 p.m.

Respectfully submitted,


Lori Gummow
County Clerk

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**REGULAR ADJOURNED MEETING
WINNEBAGO COUNTY BOARD
AUGUST 8, 2019**

1. Chairman Haney Called to Order the Regular Adjourned Meeting of the Winnebago County Board for Thursday, August 8, 2019 at 6:01 p.m.
2. Chairman Haney announced the following Agenda Changes: No Changes
3. Roll Call: 16 Present. 4 Absent. (Board Members Arena, Butitta, Crosby, Fellars, Fiduccia, Gerl, Goral, Hoffman, Kelley, McDonald, Redd, Salgado, Schultz Tassoni, Webster, and Wescott were present) (Board Members Bilich, Booker, Boomer, and Nabors were absent.)
4. County Board Member Webster gave the invocation and led the Pledge of Allegiance.

AWARDS, PRESENTATIONS AND/OR PROCLAMATIONS AND PUBLIC PARTICIPATION

5. Awards - None
- Proclamations - Members of the Winnebago County Buy Local Board accepted a Proclamation in recognition of "Winnebago County Buy Local Month." Chairman Haney proclaimed August 2019 to be "Winnebago County Buy Local Month."
- Presentations - None

PUBLIC COMMENT

6. None.

BOARD MEMBER CORRESPONDENCE

7. Board Member Goral thanked those who attended dinner at River Bluff Nursing Home.

CHAIRMAN'S REPORT

8. Chairman Haney spoke of Rosecrance regarding their triage center and gap funding.

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. Exelon Generation Company, LLC – Acceptance of Fleet License Request Regarding High Radiation Area Administrative Controls (EPIDs L-2019-LLA-0133 and L-2019-LLA-0134)
 - b. Federal Register / Vol. 84, No. 146 / Tuesday, July 30, 2019 / Notices
 - c. Exelon Generation Company, LLC – Acceptance of Fleet License Amendment Request to Adopt TSTF-427 (EPID L-2019-LLA-0132)
 - d. Byron Station – Integrated Inspection Report 05000454/2019002 and 05000455/2019002
 - e. Exelon Generation Company, LLC – Acceptance of Fleet License Amendment Request to Adopt TSTF-563 (EPID L-2019-LLA-0131)
- B. County Clerk Gummow received from the Illinois Environmental Protection Agency a Notice of Application for Permit to Manage Waste (LPC-PA16) Description of Project: Alternate source demonstration for the first quarter 2019 confirmed exceedance of dissolved chloride at G527 in accordance with Condition VIII.15 of Permit Modification No.5.
- C. County Clerk Gummow received from Theresa Grennan, Chief Deputy Winnebago County Treasurer the Investment Report for August 2019.

CONSENT AGENDA

- 10. Chairman Haney entertained a motion to approve the Consent Agenda for August 8, 2019 (Raffle Report and County Board Minutes of July 11, 2019 and to layover the County Board Minutes of July 25, 2019). Board Member Goral 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. (Board Members Bilich, Booker, Boomer, and Nabors were absent.)

COUNTY ADMINISTRATOR'S REPORT

- 11. County Administrator Paschal spoke to the Personnel and Policies Committee and they have the money in the budget to hire a part-time individual in H.R. The candidate is highly qualified for the position.

County Administrator Paschal received comments on the Animal Services IGA that was presented to the City.

There will be a meeting next Wednesday to discuss the revised 911 IGA.

County Administrator Paschal plans to overview draft reports from Baker Tilly on the ITM purchasing reviews.

On Monday August 26th Prairie Forge will give a presentation on the work they have done relating to the Public Safety Building demolition. They will have recommendations for the Board to consider.

DEPARTMENT HEAD UPDATES

12. No Report.

REPORTS FROM STANDING COMMITTEES

PUBLIC WORKS

13. Board Member Tassoni made a motion to approve (19-020) a Resolution Authorizing the Execution of an Amendment to Extended License Agreement with the Illinois Department of Natural Resources for the Extension of Perryville Road Path Through Rock Cut State Park (Section 16-00633-00-BT), seconded by Board Member Webster. Discussion by County Engineer Vanderwerff and Board Members Tassoni, Arena, and Goral. Motion was approved by a unanimous vote of all members present. (Board Members Bilich, Booker, Boomer, and Nabors were absent.)
14. Board Member Tassoni made a motion to approve (19-021) a Resolution Authorizing the Execution of a Local Public Agency Agreement for Federal Participation for Guardrail Improvements at Various Locations throughout the County (Section 17-00637-00-GR), seconded by Board Member Webster. Discussion by County Engineer Vanderwerff and Board Member Redd. Motion was approved by a unanimous vote of all members present. (Board Members Bilich, Booker, Boomer, and Nabors were absent.)
15. Board Member Tassoni made a motion to approve (19-022) a Resolution Authorizing the Execution of a Preliminary Engineering Services Agreement with Fehr Graham to Provide Right-Of-Way and other Land Surveying Services for Old River Road from Illinois Rte. 75 to Roscoe Road (Section 06-00384-00-RS), seconded by Board Member Gerl. Discussion by Board Member Tassoni. Motion was approved by a unanimous vote of all members present. (Board Members Bilich, Booker, Boomer, and Nabors were absent.)

Board Member Bilich arrived.

PERSONNEL AND POLICY COMMITTEE

16. Board Member Fiduccia made a motion to approve an Ordinance Amending Section 2-123 of the County Code of Ordinances (Appointment and Dismissal of the County Administrator) – Reconsideration, seconded by Board Member Webster. Motion was approved by a voice. (Board Members Butitta, Kelley, Fellars, and Crosby voted no.) (Board Members Booker, Boomer, and Nabors were absent.)

17. Board Member Fiduccia made a motion to approve a Resolution Appointing Steve Chapman to the Position of Interim County Administrator of the County of Winnebago, Illinois, seconded by Board Member Arena. Discussion by County Administrator Paschal and Board Members Fiduccia, Webster, Butitta, and Crosby. Motion was approved by a unanimous vote of all members present. (Board Members Booker, Boomer, and Nabors were absent.)
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 – Reconsideration, seconded by Board Member Goral. Motion was approved by a voice vote. (Board Members Fellars, Kelley, and Crosby voted no.) (Board Members Booker, Boomer, and Nabors were absent.)

FINANCE COMMITTEE

19. Board Member Salgado briefly presented the first round of the budget. Discussion by County Administrator Paschal and Board Members Schultz and Fellars.

ZONING COMMITTEE

20. No Report.

ECONOMIC DEVELOPMENT

21. No Report.

OPERATIONS & ADMINISTRATIVE COMMITTEE

22. No Report.

PUBLIC SAFETY

23. No Report.

UNFINISHED BUSINESS

24. Trustee Program Referred to Operations Committee (Status Update) – Chairman Haney announced that the Trustee Program has been reviewed and is ready to go to the Operations Committee, the recommendation is ready. Discussion by Chairman Haney, State's Attorney Hite-Ross and Board Members McDonald, Arena, and Fellars.

Board Member Salgado spoke of an Ordinance regarding an investigation of legal fees. Discussion by Board Members Fellars, Butitta, and Webster.

NEW BUSINESS

25. None.
26. Chairman Haney entertained a motion to adjourn. County Board Member Fellars moved to adjourn the meeting, seconded by Board Member Goral. Motion was approved by a voice vote. The meeting was adjourned at 6:50 p.m.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Lori Gummow".

Lori Gummow
County Clerk

ar

ADMINISTRATOR'S REPORT

DEPARTMENT HEAD UPDATES

ZONING COMMITTEE

Attachment
ZONING COMMITTEE
OF THE COUNTY BOARD AGENDA
August 22, 2019

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

PLANNING AND/OR ZONING REQUESTS:

TO BE LAID OVER:

1. Z-05-19 A map amendment to rezone +/- 5.949 acres from the AG, Agricultural Priority District to the RA, Rural Agricultural Residential District, requested by Jeffery and Kathleen Voigt, property owners, represented by James Rodriguez, attorney, for the property that is located east of 10412 Farm School Road in Harrison Township.
Previously known as Part of PINS: 06-28-100-001
PIN(s): & 06-21-400-002; Part of newly assigned C.B. District: 2
PIN: 06-28-100-004
Lesas Rating: Very High Consistent W/2030 LRMP – Future Map: NO
ZBA Recommends: DENIAL (3-4)
ZC Recommends: TBD
2. SU-11-19 A special use permit to allow a golf course (and accessories, ie. maintenance buildings) in the RR, Rural Residential District (a subdistrict of the RA District), requested by the Winnebago County Forest Preserve District (WCFPD), property owner, represented by Michael Holan, Executive Director of the WCFPD, for the property that is commonly known as 12365 North Gate Court, Roscoe, IL 61073 in Roscoe Township.
PINS(s): 04-26-203-001 & 04-26-203-002 C.B. District: 4
Lesas Rating: N/A Consistent W/2030 LRMP – Future Map: N/A
ZBA Recommends: APPROVAL w/CONDITIONS (7-0)
ZC Recommends: TBD
3. SU-12-19 A special use permit for a wedding and/or reception facility in the AG, Agricultural Priority District, requested by Laine and Trisha Olson, property owners, for the property that is commonly known as 13382 Smith Road, Winnebago, IL 61088 in Pecatonica Township.
PIN: 09-36-100-007 C.B. District: 1
Lesas Rating: N/A Consistent W/2030 LRMP – Future Map: N/A
ZBA Recommends: APPROVAL w/ZBA CONDITIONS (5-2)
ZC Recommends: TBD
4. V-03-19 A variation to allow a side yard setback of 3 feet instead of the required 10 foot setback in the AG, Agricultural Priority District, requested by Travis and Susan Lipford, property owners, represented by Trent Ferguson, attorney, for the property that is commonly known as 1217 Banks Street, Rockford, IL 61102 in Rockford Township.
PIN: 11-34-351-037 C.B. District: 18
Lesas Rating: N/A Consistent W/2030 LRMP – Future Map: N/A
ZBA Recommends: APPROVAL w/CONDITIONS (5-2)
ZC Recommends: TBD

TO BE VOTED ON: NONE

Attachment
ZONING COMMITTEE
OF THE COUNTY BOARD AGENDA
August 22, 2019

5. **COMMITTEE REPORT (ANNOUNCEMENTS)** - *for informational purposes only; not intended as a public notice*:
- Chairman, Brian Erickson, hereby announces that a *Zoning Board of Appeals (ZBA)* meeting is scheduled for Wednesday, **September 11, 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, **September 25, 2019**, at 5:00 p.m. in Room 303 of the County Administration Building.

ECONOMIC DEVELOPMENT COMMITTEE

SPONSORED BY: JAS BILICH

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

2019 CR _____

**RESOLUTION CONCERNING THE POLICY FOR THE PROCESS FOR AWARDING,
RECOMMENDING, EVALUATING AND APPROVAL OF HOST FEE FUNDS TO
OTHER ENTITIES**

WHEREAS, the County of Winnebago is the recipient of host fees from the landfill; and

WHEREAS, the County of Winnebago has determined that such host fees shall be used for economic development; and

WHEREAS, the County developed the attached policy known as the Annual Host Fee Award Policy to govern the award of such host fees annually attached hereto as Exhibit A; and

IT IS NOW HEREBY RESOLVED, that the County of Winnebago, Illinois adopt as its policy for the annual host fee award recommendation, evaluation and approval process the Annual Host Fee Award Policy attached hereto as Exhibit A; and

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

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

Respectfully submitted,
Economic Development Committee

AGREE

DISAGREE

JAS BILICH, CHAIRMAN

JAS BILICH, CHAIRMAN

DOROTHY REDD

DOROTHY REDD

PAUL ARENA

PAUL ARENA

FRED WESCOTT

FRED WESCOTT

JOHN BUTITTA

JOHN BUTITTA

JEAN CROSBY

JEAN CROSBY

DAN FELLARS

DAN FELLARS

BURT GERL

BURT GERL

TIM NABORS

TIM NABORS

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

ATTESTED BY:

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

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

EXHIBIT A

Annual Host Fee Award Policy

The Annual Host Fee Award Policy is intended to define the process for annual host fee award recommendation, evaluation and application approval.

Annually, during the budget process, a projection of host fee revenues and approved business incentives and multi-year commitments to be paid during the fiscal year will be compiled by administration. Based on this information, administration will make a recommendation of funds available for annual host fee awards for that fiscal year to the County Board for approval.

External Organizations (non-Winnebago County Departments / Division, however organizations must be physically located within Winnebago County to be eligible) can apply for an annual host fee award during the budget process or at any time during the fiscal year. Organizations should make annual host fee requests through a County board member or the County Board Office who will then forward the request to the County Administrator, along with a description of the organization, proposed use of the award and program outcomes outlined in the request. Awards will only be given to organizations with a 501(c)(3) tax exempt status and will require a signed W-9 form from the organization. Awards will not be made for salary or operational costs (being one-time requests that are paid within one year, non-multiyear commitments for funding the said organization), but are intended for projects that promote economic and community development within Winnebago County. Recurring awards will be approved annually based on the County Board's satisfaction with program outcomes outlined in the original request.

The Grantee will be required to report program outcomes or return on investment at the completion of the project. Each request approved by the County Board shall require the submitting organization to report back to the Economic Development Committee upon completion of the project or within one year of County Board project approval, whichever is earlier. These reports will be presented to the Economic Development Committee and will be used in evaluating recurring awards. An organization will not be eligible to receive future funds until the required report is presented to the Economic Development Committee.

The goal of the Economic Development Committee is to develop a long-term plan to fund annual awards through other revenue sources such as the Public Safety Sales Tax, General Fund revenues and other Special Revenue Funds, as the receipt of Host Fees is anticipated to end in fifteen years.

Winnebago County Annual Host Fee Award Policy Application

ORGANIZATIONAL INFORMATION	
Organization Name:	
Contact (Point) Person:	
Contact Person Position:	
Contact Phone Number:	(____) ____ - ____ <input type="text"/> Circle One: Work Home Mobile Other: _____ (____) ____ - ____ <input type="text"/> Circle One: Work Home Mobile Other: _____
Address(es) / Location(s) of Activity:	1) _____ 2) _____ 3) _____
Description of the Organization:	
Requested Award Amount (\$):	\$ ____ , ____ , ____ . <u>00</u>
Proposed Use of Award (specific): <i>Should address items, such as: what, who, when, where, how, etc.?</i>	

If additional space is needed, make a note in the section(s), "See attachment".

Winnebago County Annual Host Fee Award Policy Application

Expected Program Outcomes Outlined:			
OTHER PARTICIPATING ORGANIZATION(S)			
Name(s)	INVESTMENT		
	Amount (\$)	or	Type of Involvement (Description)
	\$ _____ , _____ , _____ . <u>00</u>		
	Has the investment been formally/officially approved? <input type="checkbox"/> Approved Date: _____ <input type="checkbox"/> Anticipated Date: _____		
	\$ _____ , _____ , _____ . <u>00</u>		
	Has the investment been formally/officially approved? <input type="checkbox"/> Approved Date: _____ <input type="checkbox"/> Anticipated Date: _____		
	\$ _____ , _____ , _____ . <u>00</u>		
	Has the investment been formally/officially approved? <input type="checkbox"/> Approved Date: _____ <input type="checkbox"/> Anticipated Date: _____		

Required documents to be submitted by the Organization

- ☐ 501(c)(3) tax exempt status ☐ signed W-9 form

Applicant Signature

Date _____

***By signing this application, I hereby attest that this application and any accompanying documents are true, accurate, and correct to the best of my understanding. I further agree to follow the rules and guidelines as laid out within the “Winnebago County Annual Host Fee Policy”.*

If additional space is needed, make a note in the section(s), "See attachment".

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

2019 CR _____

**RESOLUTION GRANTING AUTHORITY TO THE WINNEBAGO COUNTY
BOARD CHAIRMAN TO EXECUTE THE DOCUMENTS NECESSARY TO
COMPLETE A LOAN FOR \$17,500 FROM THE REVOLVING LOAN FUND
TO SHORTY'S KITCHEN LLC**

WHEREAS, SHORTY'S KITCHEN, LLC (Shorty's) is a new limited service family style restaurant located on Winnebago County's North side (14471 De La Tour Drive). The operator, Melissa Gamer has a great reputation in the community and has made inroads with businesses in the community that are prepared to use catering services on day one of opening the restaurant; and

WHEREAS, Shorty's is prepared to lease an approximately 1,000 square foot building which had been newly renovated to accommodate a restaurant and plans to use the loan proceeds to provide financing for equipment, leasehold improvements, inventory, prepaid expenses and working capital; and

WHEREAS, Melissa Gamer, a member of Shorty's, will also personally be providing personal equity towards the project; and

WHEREAS, Shorty's believes it will create one (1) additional full-time equivalent job and eight (8) part-time equivalent jobs that will benefit low to moderate income workers within two years as well as create a healthier food option for persons in the nearby industrial and residential areas; and

WHEREAS, the County of Winnebago (County) proposes to loan Shorty's \$17,500 at 8% interest to be fully amortized over five (5) years with Melissa Gamer, who has over thirty years' experience in the restaurant management business, as a co-borrower on this loan and with a senior lien with equal participation from Northern Illinois Community Development Corporation (NICDC); and

WHEREAS, the County of Winnebago desires to make a loan of \$17,500 at 8.0 percent to be fully amortized over five (5) years to Shorty's with Melissa Gamer a co-borrower on this loan, this loan is secured by a senior lien on all business assets with the senior lien position shared by NICDC which is also making a \$17,500 loan to Shorty's secured by the same business assets; and

NOW THEREFORE, BE IT RESOLVED, that the Chairman of the County Board of the County of Winnebago, Illinois is hereby authorized to execute the loan documents prepared by Rockford Local Development Corporation (RLDC) and approved by the Winnebago County State's Attorney's Office for the loan of \$17,500 at eight percent (8%) fully amortized over five

(5) years to Shorty's Kitchen, LLC. It is estimated this loan will assist in the creation of a new female owned business, support healthier food options in this residential industrial area and create one full-time equivalent, eight part-time equivalent low to moderate income jobs; and

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

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

Respectfully submitted,
Economic Development Committee

AGREE

DISAGREE

JAS BILICH, CHAIRMAN

JAS BILICH, CHAIRMAN

DOROTHY REDD

DOROTHY REDD

PAUL ARENA

PAUL ARENA

JOHN BUTITTA

JOHN BUTITTA

JEAN CROSBY

JEAN CROSBY

DAN FELLARS

DAN FELLARS

BURT GERL

BURT GERL

TIM NABORS

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:

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

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

Revolving Loan Fund**Loan Summary for:**

Shorty's Kitchen, LLC

Applicant:

Shorty's Kitchen, LLC

PIN: 04-18-202-004**Principal / Officer (%):** Melissa Gamer (100%)**Location Address:**14471 De La Tour Drive
South Beloit, IL 61080**Website:****County Board District #:** 2**County Board Member:** Jim Webster**Type of Business:** ☒ New (Start-up)☐ Expansion (Existing)**Industry:** Food (family restaurant & catering)**Requested County Revolving Loan Fund:**

Investment(s)				Percentage
County:	\$ 17,500.00	8.00%	interest	32.71%
		5 years		
Owner's:	\$ 18,500.00			34.58%
NICDC / DCEO:	\$ 17,500.00			32.71%
				0.00%
				0.00%
Total Financing of Project:	\$ 53,500.00			100.00%

Cost of County funds per projected job created: **\$3,500*Employees:** **Current** **Projected*****Full-Time Equivalent (FTE):***

0

1

Part Time:

0

8

Within the first next 2 years.

Total:

5

Uses of Loan Proceeds:

- Financing for equipment
- Leasehold improvements
- Furniture, Fixtures, & Equipment (movable)
- Inventory
- Working capital

Description of Business & Project:

Shorty's Kitchen, LLC is a new limited-service family restaurant located in a predominately industrial & residential area of the City of South Beloit. The restaurant will be new to the area, though Melissa Gamer

Revolving Loan Fund

Loan Summary for:

Shorty's Kitchen, LLC

has a great reputation in the community and has already made connections with the business's located within the industrial park to provide catering services which are ready to use the business regularly on day one of opening the restaurant. Ms. Gamer will lease the approximately 1,000 sf building which was newly renovated to accommodate a restaurant. She will be introducing a concept of fresh farm to table, by serving gourmet soup and sandwiches. She is not planning to secure a beer and wine liquor license for this operation.

RLDC Recommendation:

Staff recommends a \$17,500 loan to Winnebago County for the following reasons:

- 1) Melissa Gamer has over 30 years' experience in restaurant management and the requested loan will provide a healthier food service option that will complement the area's existing industrial and residential base.
- 2) Participation in this project is projected to contribute to the creation of up to 8 part-time jobs
- 3) Shorty's Kitchen LLC is a female owned business.
- 4) Borrower has provided financial projections that indicate an ability to service the debt being requested.



Office of the Secretary of State Jesse White
CYBERDRIVEILLINOIS.COM

Corporation/LLC Search/Certificate of Good Standing

LLC File Detail Report

File Number	07606591
Entity Name	SHORTY'S KITCHEN LLC
Status	ACTIVE

Entity Information

Principal Office
14471 DE LA TOUR
S. BELOIT, IL 610800000

Entity Type
LLC

Type of LLC
Domestic

Organization/Admission Date
Wednesday, 31 July 2019

Jurisdiction
IL

Duration
PERPETUAL

Agent Information

Name

MELISSA A. GAMER

Address

5792 FLAGLER DR. #4
ROSCOE, IL 61073

Change Date

Wednesday, 31 July 2019

Annual Report

For Year

Filing Date

00/00/0000

Managers

Name

Address

GAMER, MELISSA A.
14471 DE LA TOUR
S. BELOIT, IL 610800000

Series Name

NOT AUTHORIZED TO ESTABLISH SERIES

[Return to Search](#)

[File Annual Report](#)

[Adopting Assumed Name](#)

[Articles of Amendment Effecting A Name Change](#)

[Change of Registered Agent and/or Registered Office](#)

(One Certificate per Transaction)



Winnebago County Loan Program (Part 1 of 2)

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

Who is RLDC?

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



RLDC Programs/Services

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



RLF Characteristics

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



RLF Loan Criteria

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



Underwriting Process

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



Other Considerations

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



Winnebago County Loan Portfolio

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



Winnebago County Balance Sheet

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



Winnebago County Income Statement

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



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

Winnebago County, Illinois

Presented by:

Chris Dornbush, Director of Development Services

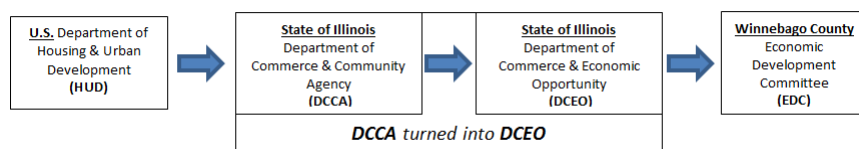
April 25, 2019

Program Highlights

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

Origin of the Revolving Loan Funds

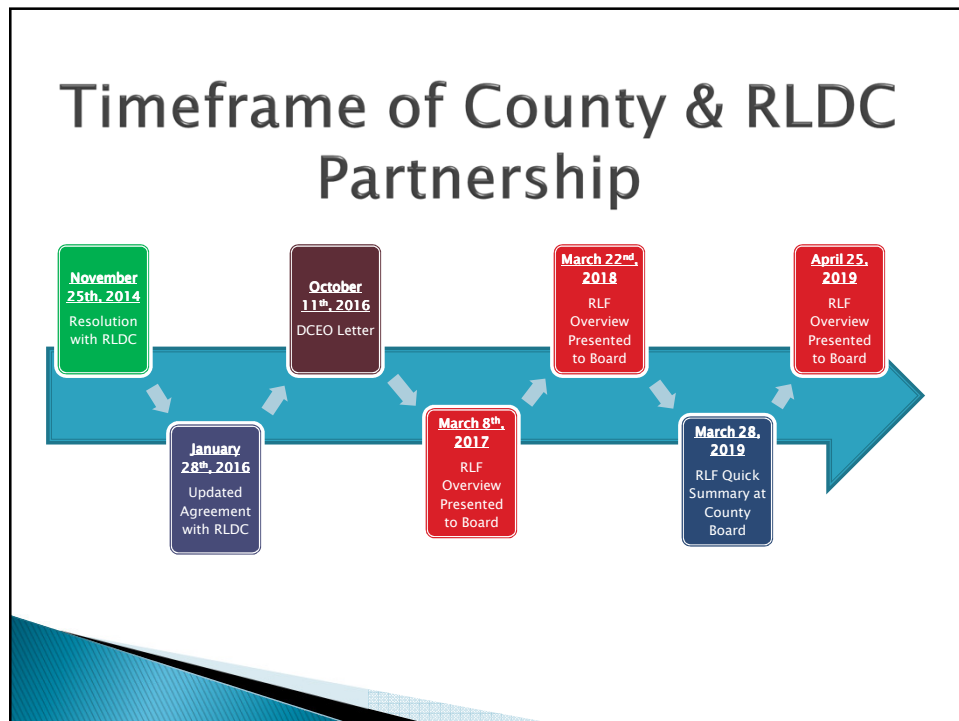
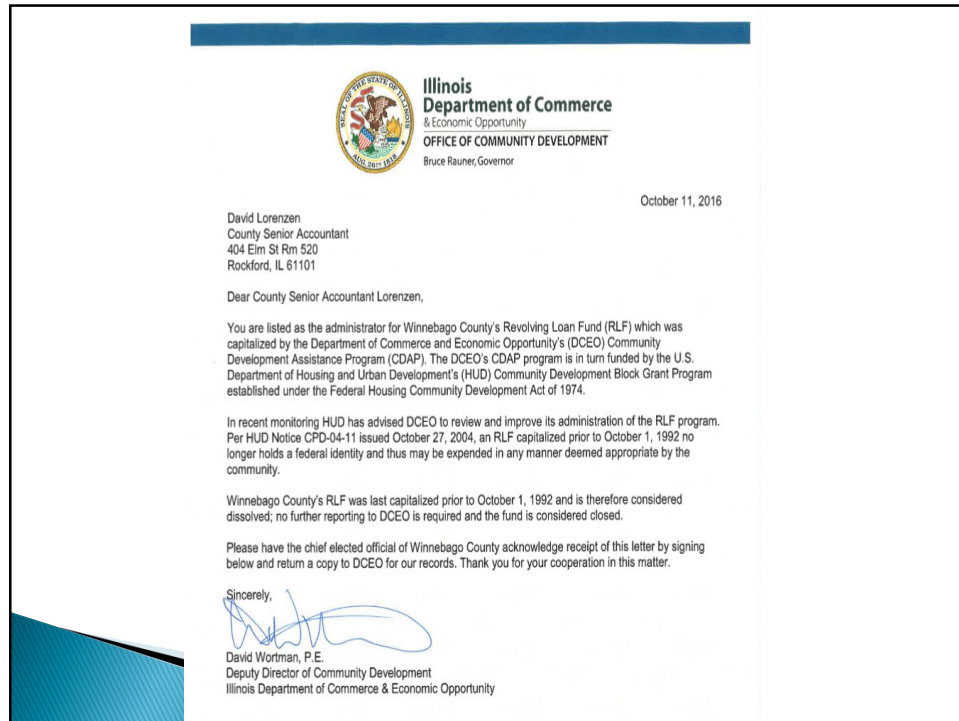
► Early 1990's (prior to 1992)



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

7 Year Fund Performance

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



RLDC's Success with Winnebago County's Program

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

Thank you

Questions or
Comments?

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

SUBMITTED BY: ECONOMIC DEVELOPMENT COMMITTEE

2019 CR_____

**RESOLUTION SUPPORTING THE SITING OF A CASINO IN THE CITY OF
ROCKFORD ALONG THE I-90 CORRIDOR**

WHEREAS, the Governor of the State of Illinois has recently signed Public Act 101-0031 into law, which authorizes the City of Rockford to host a casino; and

WHEREAS, Public Act 101-0031 provides for revenue sharing such that the County of Winnebago shall receive 20% of the taxes and fees imposed upon such casino; and

WHEREAS, the establishment of a casino in the greater Rockford metropolitan area is also anticipated to create 100s of permanent jobs, both directly through the casino and in ancillary development; and

WHEREAS, the County of Winnebago therefore has a direct interest in supporting the most economically viable location for the casino; and

WHEREAS, the I-90 corridor offers the best opportunity to bring persons from out of the area to patronize the casino, bringing millions of dollars in new direct and indirect revenue to the region; and

WHEREAS, the I-90 corridor also sites the casino in the best location to compete with casinos in Beloit and Elgin in order to maintain viability of the casino operations, thereby benefitting the region as a whole.

NOW, THEREFORE, BE IT RESOLVED, by the Chairman and the County Board of the County of Winnebago, Illinois, that by the adoption of this resolution, that the Chairman and the County Board hereby agree as follows:

1. The above recitals are hereby incorporated into this Resolution as if fully stated herein.
2. The County of Winnebago encourages the Corporate Authorities of the City of Rockford in its discussions with applicants for a gaming license regarding possible locations, to support and encourage sites for the new casino along the I-90 corridor in order to maximize the profitability and viability of the business for the benefit of all citizens of the region.

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

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

Respectfully submitted,
Economic Development Committee

AGREE

DISAGREE

JAS BILICH, CHAIRMAN

JAS BILICH, CHAIRMAN

DOROTHY REDD

DOROTHY REDD

PAUL ARENA

PAUL ARENA

FRED WESCOTT

FRED WESCOTT

JOHN BUTITTA

JOHN BUTITTA

JEAN CROSBY

JEAN CROSBY

DAN FELLARS

DAN FELLARS

BURT GERL

BURT GERL

TIM NABORS

TIM NABORS

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

ATTESTED BY:

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

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

PUBLIC SAFETY COMMITTEE

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

Submitted by: Public Safety Committee

2019 CR

**RESOLUTION AUTHORIZING EXECUTION OF
INTERGOVERNMENTAL COOPERATION AGREEMENT WITH
THE CITY OF ROCKFORD FOR 2019 BYRNE JUSTICE
ASSISTANCE GRANT PROGRAM AWARD**

WHEREAS, the County of Winnebago wishes to enter into an Intergovernmental Agreement with the City for distribution of funds from the 2019 Byrne Justice Assistance Grant Program Award; and

WHEREAS, the County and the City have negotiated an agreement containing the terms for distribution of the funds from the 2019 Byrne Justice Assistance Grant Program Award, a copy of the agreement is substantially the same as that attached as Exhibit A to this Resolution.

NOW, THEREFORE, BE IT RESOLVED, that the Chairman of the County Board of the County of Winnebago is authorized and directed to execute an intergovernmental agreement with the City of Rockford for distribution of the funds from the 2019 Byrne Justice Assistance Grant Program Award, which is substantially similar to the attached Exhibit A.

BE IT FURTHER RESOLVED, that this Resolution shall be in full force and effect immediately upon its adoption by both the County of Winnebago and the City of Rockford.

BE IT FURTHER RESOLVED, that the Clerk of the County Board is hereby authorized to prepare and deliver certified copies of this Resolution to the Mayor of the City of Rockford and to the Sheriff of Winnebago County.

Respectfully submitted,
Public Safety Committee

AGREE

DISAGREE

AARON BOOKER, CHAIRMAN

AARON BOOKER, CHAIRMAN

PAUL ARENA

PAUL ARENA

JOHN BUTITTA

JOHN BUTITTA

DAN FELLARS

DAN FELLARS

ANGIE GORAL

ANGIE GORAL

DOROTHY REDD

DOROTHY REDD

FRED WESCOTT

FRED WESCOTT

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

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

ATTEST:

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

**Intergovernmental Agreement
between the County of Winnebago and the City of Rockford for the 2019 Byrne Justice Assistance
Grand (JAG) Program Award**

THIS Intergovernmental Agreement (“Agreement”) is made and entered into this 22nd day of August, 2019, by and between the County of Winnebago, Illinois, a body politic and corporate, (hereinafter referred to as the “County”); the City of Rockford, an Illinois municipal corporation, (hereinafter referred to as the “City”) for the 2019 Byrne Justice Assistance Grant (JAG) Program Award.

Witnesseth

WHEREAS, Article VII, Section 10(a) of the Constitution of the State of Illinois provides that units of local government may jointly contract or otherwise associate to obtain or share services and to exercise, combine or transfer any power or function in any manner not prohibited by law or by ordinance; and

WHEREAS, Article VII, Section 10 (a) of the Constitution of the State of Illinois further provides that units of local government may use their credit, revenues, and other resources to pay costs and to service debt related to intergovernmental activities; and

WHEREAS, the Intergovernmental Cooperation Act (5 ILCS 220/1, et seq.) provides that any powers, functions or authority exercised or which may be exercised by a public agency of the State of Illinois may be exercised, combined, transferred, and enjoyed jointly with any other public agency of the State and jointly with any public agency of any other state or of the United States to the extent that laws or such other state or of the United States do not prohibit joint exercise or enjoyment and except where specifically and expressly prohibited by law; and

WHEREAS, the parties are entering into this Agreement pursuant to and in accordance with the aforementioned Constitutional and statutory authorities; and

WHEREAS, the City and the County believe it to be in their best interests to reallocate the 2019 JAG award with the City receiving 60% and the County receiving 40%; and

WHEREAS, the City agrees to provide County \$71,133 from the 2019 JAG award for the Motorola APX600 Program; and

NOW, THEREFORE, IT IS MUTUALLY AGREED by the City and the County as follows:

- A. City agrees to provide County \$71,133 from the 2019 JAG award.
- B. County agrees to use the \$71,133 from the 2019 JAG award for the Motorola APX Program until September, 2020.

- C. Nothing in the performance of this Agreement shall impose any liability for claims against the County other than claims for which liability may be imposed by the Illinois Tort Claims Act.
- D. Nothing in the performance of this Agreement shall impose any liability for claims against the City other than claims for which liability may be imposed by the Illinois Tort Claims Act.
- E. Each party to this Agreement shall be responsible for its own actions in providing services under this Agreement and shall not have any civil liability from furnishing of services by the other party.
- F. The parties to this Agreement do not intend to create any third party beneficiaries by virtue of their entering into this Agreement.
- G. By entering into this Agreement, the parties do not intend to create any obligations, express or implied, other than those set forth herein, nor shall this Agreement create any rights in any third party.
- H. If any provision of this Agreement is invalid for any reason, such invalidation shall not affect other provisions of this Agreement which can be given effect without the invalid provisions and, to this end, the provisions of this Agreement are to be severable.

The County of Winnebago, Illinois

The City of Rockford

BY: _____
Frank Haney, Chairman
County Board

BY: _____
Thomas McNamara

ATTEST: _____
Lori Gummow
Winnebago County Clerk

ATTEST: _____
Nicholas Meyer
City Legal Director

DATE: _____

DATE: _____



Executive Summary

Date: August 22, 2019
To: Public Safety Committee
Prepared by: Purchasing Department

Subject: Inmate Food Services RFP #19P-2174
County Code: Winnebago County Purchasing Ordinance

Background:

Since late 2012, the County has been operating under an older agreement with Aramark Correctional Services to provide daily food services to Corrections and Juvenile Detention. Since 2017, Aramark has held their rates to match the fifth year of their original multi-year contract, which is \$.949 per meal for inmates.

2019 RFP Process:

To find the most qualified provider, the Purchasing Department worked closely with Corrections and Detention management to develop a more comprehensive and detailed Request for Proposal solicitation.

The RFP was issued February 8, 2019. As is the general practice, we advertised and directly solicited vendors nationally.

All prospective Proposers were required to participate in a mandatory Pre-Proposal Conference, including a Corrections' kitchen tour and an optional Detention facility tour.

In an effort to bring more "value" to the County, an optional Value Added Offer section was included in this solicitation. As a result, Proposers had the option to include their own optional feature.

Aramark was by far the most generous offer received. They have agreed to provide \$145,000 worth of replacement kitchen equipment. In addition, they will replace 100 Plasticon meal trays each contract year. Routinely, Correction pays \$15 each to replace damaged meal trays.

After several months of Best and Final Offers and contract negotiations with Aramark, we have come to terms with a meal cost factor 5.35% lower than current prices. The new rate is \$.899 per inmate meal. Corrections typically service over 820,000 meals annually, so this nickel savings is over \$41,000 dollars.

Contract Agreement Period:

The new RFP calls for a 2-year Agreement (“Initial Term”) with the option to renew for three (3) additional one-year terms, for a total not to exceed five (5) years. All terms and conditions, requirements and specifications of the Agreement shall remain the same and apply during any renewal term(s) unless otherwise agreed to by the County. Annual rate adjustments has been negotiated and are included in the agreement. This insures no further cost increase throughout the multiyear agreement.

The new contract recommended effective start date is September 1, 2019

SAO Review:

The State Attorney’s Office conducted a formal review of the contract agreement and all of Dave Kurlinkus’s additions or revisions have been included in the final version.

Recommendation:

There were three proposals received, with Aramark Correctional having the lowest overall meal rate. See Executive Summary Exhibit A.

The WCSO Correctional, Detention management and the Director of Purchasing, recommend the contract for RFP #19P-2174 be awarded to Aramark Correctional Services, LLC.

Staff Follow-Up:

Purchasing Department will route the agreement for signatures. The Fully executed agreement will be filed with executed Resolution in the Clerk’s Office, with copies provided to Corrections and Juvenile Detention.

**PROPOSAL TAB
INMATE FOOD SERVICES
RFP –19P-2174 MARCH 15, 2019**

EXECUTIVE SUMMARY EXHIBIT A

VENDOR- PROPOSERS	
Aramark	Summit
Trinity Services Group Inc.	

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

Submitted by: Public Safety Committee

2019 CR

RESOLUTION AWARDING PROPOSALS FOR INMATE FOOD SERVICES

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

WHEREAS, competitive Request for Proposals responses were received by the Purchasing Department on March 15, 2019 for the following;

INMATE FOOD SERVICES RFP # 19P-2174

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

ARAMARK CORRECTIONAL SERVICES, LLC
2400 MARKET STREET
PHILADELPHIA, PENNSYLVANIA 19103

WHEREAS, the Public Safety Committee has determined that the accounts for the aforementioned services shall be as follows:

40115 - 43190 Corrections
43100 - 42250 Juvenile Detention

NOW, THEREFORE, BE IT RESOLVED, the County Board of the County of Winnebago, Illinois that the County Board Chairman is authorized to execute a two (2) year contract agreement with the option for 3 additional 1-year terms for a total not to exceed five (5) years

for services with ARAMARK CORRECTIONAL SERVICES, LLC., 2400 MARKET STREET, PHILADELPHIA, PENNSYLVANIA 19103, in substantially the same form as that attached hereto as RESOLUTION EXHIBIT A.

BE IT FURTHER RESOLVED, that this Resolution shall be in full force and 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 Sheriff, Superintendent of Corrections, Superintendent of Detention, Director of Purchasing, Finance Director, County Board Office and County Auditor.

Respectfully Submitted,
PUBLIC SAFETY COMMITTEE

AGREE

DISAGREE

AARON BOOKER, CHAIRMAN

AARON BOOKER, CHAIRMAN

PAUL ARENA

PAUL ARENA

JOHN BUTITTA

JOHN BUTITTA

DAN FELLARS

DAN FELLARS

ANGIE GORAL

ANGIE GORAL

DOROTHY REDD

DOROTHY REDD

FRED WESCOTT

FRED WESCOTT

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

FRANK HANEY

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

ATTESTED BY:

LORI GUMMOW

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

Proposal Tab
Inmate Food Services – 19P-2174
March 15, 2019
WCSO Inmate Meals

Vendor	Cost Per Meal Year 1	CPM Year 2	CPM Year 3	CPM Year 4	CPM Year 5
ARAMARK CORRECTIONAL SERVICES LLC 2400 MARKET ST PHILADELPHIA, PA 19103	.899	.921	.945	.968	.992
SUMMIT FOOD SERVICE LLC. 500 EAST 52 ND STREET NORTH SIOUX FALLS, SD 57104	1.394	1.436	1.479	1.523	1.569
TRINITY SERVICES GROUP 477 COMMERCE BLVD. OLDSMAR, FL 34677	.900	.923	.946	.969	.993

Juvenile Detention – Cost Per Meal **ARAMARK**

MEAL QTY	Year #1 Sept 1, 2019 through Sept 30, 2020	Year #2 Oct 1, 2020 through Sept 30, 2021	Year #3 Oct 1, 2021 through Sept 30, 2022	Year #4 Oct 1, 2022 through Sept 30, 2023	Year #5 Oct 1, 2023 through Sept 30, 2024
0-39	\$3.043	\$3.119	\$3.197	\$3.277	\$3.359
40-44	\$2.870	\$2.942	\$3.015	\$3.091	\$3.168
45-49	\$2.619	\$2.684	\$2.752	\$2.820	\$2.891
50-54	\$2.522	\$2.585	\$2.650	\$2.716	\$2.784
55-59	\$2.441	\$2.502	\$2.565	\$2.629	\$2.694
60-64	\$2.373	\$2.432	\$2.493	\$2.555	\$2.619
65-69	\$2.314	\$2.372	\$2.431	\$2.492	\$2.554

*The total number of inmate meals served per week is divided by 21 in order to determine the price point on the sliding scale.

Juvenile Detention – Cost Per Meal **SUMMIT**

Cost Per Meal Year 1	CPM Year 2	CPM Year 3	CPM Year 4	CPM Year 5
2.980	3.069	3.161	3.256	3.354

Juvenile Detention – Cost Per Meal **TRINITY**

Cost Per Meal Year 1	CPM Year 2	CPM Year 3	CPM Year 4	CPM Year 5
3.750	3.844	3.940	4.038	4.139

RESOLUTION EXHIBIT A

OPERATING AGREEMENT - FOOD SERVICE

This **OPERATING AGREEMENT** (the "Agreement") is made as of August _____, 2019 (the "Effective Date") by and between the **County of Winnebago, Illinois** with offices at 650 W. State Street, Rockford, Illinois 61102 (the "County"), and **Aramark Correctional Services, LLC**, and its affiliate, a Delaware limited liability company, having a place of business at the 2400 Market Street, Philadelphia, Pennsylvania 19103 ("Aramark").

WITNESSETH:

1. **GRANT:** The County hereby grants to Aramark and its affiliate the exclusive right to provide food service (excluding vending machine operation) for the County's inmates, at the Winnebago County Justice Center, Winnebago County Jail located at 650 West State Street, Rockford, IL (herein referred to as the "Jail") and the Winnebago County Juvenile Detention Center located at 5350 Northrock Drive, Rockford, IL (herein referred to as the "Center"). (Individually, the "Facility" or collectively, the "Facilities"). Aramark hereby agrees to furnish nutritious, wholesome, and palatable food to inmates in Jail and Center in accordance with this Agreement. The food service shall meet all current standards as established by:

- A. The American Correctional Association.
- B. The Food and Nutritional Board of the National Academy Science as prescribed for inmates.
- C. The State of Illinois.
- D. The Illinois Department of Public Health
- E. The Winnebago County Health Department
- F. The Prison Rape Elimination Act of 2013
- G. The Illinois Department of Juvenile Justice (Center only)
- H. The Guidelines of the National School Breakfast and Lunch Programs (Center only)

Where a conflict arises with any of these standards, the more restrictive standard will prevail.

2. OPERATIONAL RESPONSIBILITIES:

A. **Facilities and Equipment:** The County shall, at its expense, provide Aramark with adequate preparation kitchen, office and storage facilities at the Jail Facility, completely equipped and ready to operate, together with such heat, refrigeration and utilities services (including telephone and internet service) as may be reasonably required for the efficient performance of the Agreement.

The County shall furnish building maintenance services for the Jail Facility and shall provide preventive maintenance and equipment repairs and replacements for the County-owned equipment. The County shall furnish and maintain an adequate inventory of serviceware, thermal tray and delivery equipment, pots, pans, beverage containers and utensils at the Jail Facility. The Center Facility at their expense shall provide serving trays and reusable and/or disposable utensils, cups, and plates.

B. **Trays:** Aramark shall provide 100 trays per contract year up to five years.

C. **Emergency Plan:** Aramark shall submit a contingency emergency plan to provide for meal service in the event of a Force Majeure (hereinafter defined) within 60 days after the commencement of operations. In the event of a Force Majeure, the County shall assist Aramark by permitting reasonable variations in Aramark's menu cycle and service methods. However, Aramark shall

not be relieved of its responsibility to provide meal service under the terms of this Agreement. Additional costs, if any, incurred in providing service in the event of a Force Majeure shall be borne by the County. The term "Force Majeure" means any war, riot or other disorder, strike or other work stoppage, act of terrorism, fire, flood, or any other act not within the control of the party whose performance is interfered with, and which, by reasonable diligence, such party is unable to prevent.

D. Meal Delivery: Aramark personnel shall prepare meals at the Jail, shall transport such meals to appropriate areas including the Center and shall return all trays and delivery equipment to the Jail in a timely manner.

Aramark shall provide personnel and all equipment required to properly transport and serve the food at the Center three times per day, seven days per week. Food must be prepared, delivered, and able to be served at the Center starting at the following times:

8:45 AM Breakfast; 11:45 AM Lunch; 4:45 PM Dinner.

Jail meal times: Breakfast 7:00 AM; Lunch 11:00 AM; Dinner 4:00 PM

The Jail and the Center reserve the right to modify meal times during the term of the agreement.

All ordered sack lunches shall be delivered with the Breakfast meal. The evening snack shall be delivered daily but not later than with the delivery for Dinner.

Aramark agrees to keep at least 15 servings of milk and juice stored at the Center on a daily basis.

The Center will serve the food on Sunday, Monday, Tuesday, and Wednesday of each week except on days when the Center kitchen staff is at training, sick, or taking planned time off. Aramark shall then be responsible for service on those days

E. Food Products and Cleaning Supplies: Aramark shall purchase and pay for all food products and kitchen cleaning supplies. Products purchased for use in the food service operation shall be the property of Aramark. The County shall be responsible for providing maintenance supplies and for maintaining kitchen appliances and equipment at the County's expense.

Aramark shall purchase all food products from USDA inspected plants that are approved as strictly complying with food safety standards. All food products purchased have a manufacturer's and distributor's assurance of safe handling. Food products are reviewed and approved by Aramark's registered dietitians to ensure that the food products meet inmate acceptability and nutritional standards.

Aramark shall receive, store, and use government commodities for meals prepared for the Center inmates. All commodities are to be inventoried and the Center shall be reimbursed by Aramark for the commodity value of the product including freight costs at the time the product is used. Government commodities received on behalf of the Center may only be used for meals prepared for the Center.

F. Portion Size Requirements: All entrée portions listed on the menu that are purchased fully cooked, within the manufacturer's tolerance specifications, are based on weight measurements prior to reheating. Casserole portions and entrée portions made from scratch are based upon weight measurements after the food has been cooked according to standardized recipes.

Menu: The menu served at the Facility may be modified in any way by mutual agreement of the parties.

G. Sanitation: Aramark shall be responsible for daily cleaning and housekeeping in the food preparation, service, receiving and storage areas, and shall, on a continuing basis, maintain high standards for sanitation. The County shall provide janitorial services outside the kitchen facilities provided to Aramark. The County shall clean the vents and ductwork leading to the roof from food preparation areas. The County shall be responsible for extermination services and the removal of trash and garbage from the designated food service area.

At the Center, Aramark shall take the trash from the kitchen and dining room to the County provided trash receptacle located outside of the Center on at least a daily basis.

H. Personnel: Aramark shall provide on-site management and supervisory personnel, and from its regional and headquarters locations, administrative, dietetic, purchasing, equipment consulting and personnel advice and supervision. The County shall provide inmate workers at the Facility kitchen. The number of inmates required shall be determined by the County liaison and Aramark's district manager prior to the commencement of operations. Such inmates shall be assigned duties in the food service operation that may include sanitation, food preparation and production, and storeroom functions.

At a minimum, there shall be a Food Service Manager, one Assistant Food Service Manager, and five other full-time staff (not including Commissary employees of Aramark) per day. On weekends and holidays, the minimum number of staff must be four (4) per day. Aramark shall have adequate staff to supervise inmate labor, while meals are being prepped for, prepared and served and during clean up. At no time will the kitchen be left unstaffed/unsupervised.

The County acknowledges that Aramark has invested considerable amounts of time and money in training its management and supervisory employees in systems, procedures, methods, forms, reports, formulas, computer programs, recipes, menus, plans, techniques and other valuable information which is proprietary and unique to Aramark's manner of conducting its business and that such information is available, on a confidential basis, to Aramark's management and supervisory employees. Therefore, the County agrees that management and supervisory employees of Aramark shall neither be hired by the County for the term of this Agreement and twelve (12) months thereafter, nor shall the County permit management and supervisory employees of Aramark to be employed on the County's premises for a period of twelve (12) months subsequent to the termination of this Agreement (unless such employees were formerly employees of the County). For the purpose of this prohibition, "management and supervisory employees" shall be defined as those persons who have directly or indirectly performed management or professional services on the County's premises at any time during the twelve (12) month period immediately preceding termination of this Agreement. Aramark agrees that the personnel it provides under this Agreement remain its employees and shall not be considered employees of the County for any purpose, and the County shall not be liable for any insurance, withholding of taxes or any other obligation which is typically the responsibility of an employer.

The County retains the right to thoroughly investigate any current or prospective employees assigned to the Facility, subject to applicable Federal, state and local laws and regulations, including but not limited to, the Federal Polygraph Protection Act, as amended.

The County Sheriff and/or the Detention Superintendent have the right to conduct a criminal background and Child Abuse and Neglect Tracking System check on all Aramark employees who will work at either the Jail or Center. The Sheriff and/or the Detention Superintendent have the right to deny access to the Jail and/or the Center any person that they deem unacceptable.

Aramark agrees that all personnel at the Jail and Center must maintain the confidentiality of the inmate's names and status at all times. They may not share that information with others for any reason outside of other Aramark employees and only for the purpose of being able to properly complete their required work tasks.

I. Equal Employment Opportunity: Aramark and the County mutually agree that they shall not discriminate against any employee or applicant for employment or on any matter directly or indirectly related to employment, because of race, color, religion, sex, sexual orientation, national origin, physical or mental handicap where not relevant to the job, height, weight, age, marital status, or other criteria made illegal by state or federal law or the County policy. In addition, Aramark agrees to take affirmative steps to ensure that applicants are employed, and that employees are treated, during employment, without regard to the criteria listed above.

J. Insurance: Aramark shall provide and maintain the following insurance coverage:

Worker's Compensation insurance as required by law.

Comprehensive General (Public) Liability to include (but not be limited to) the following: Premises/operation; independent contractors; bodily injury; products/completed operation; contractual liability with a combined single limit for bodily injury and property damage of \$2,000,000.00 per occurrence. Aramark may satisfy these requirements through a combination of primary and excess coverage.

K. Business Automobile Liability Insurance Aramark shall carry Business Automobile Liability insurance with minimum limits of one million (\$1,000,000) dollars per occurrence, combined single limit Bodily Injury Liability and Property Damage and must include owned vehicles and hired and non-owned vehicles.

The County and Aramark waive any and all right of recovery from each other for property damage or loss of use thereof, howsoever occurring. This waiver shall include, but not be limited to, losses covered by policies of fire, extended coverage, boiler explosion and sprinkler leakage. This waiver shall not apply to claims for personal injury or death.

Any insurance coverage (additional insured or otherwise) that Aramark provides for the County, its officers, employees, agents and servants shall only cover liability assumed by Aramark in this Agreement; such insurance coverage shall not cover liability in connection with or arising out of the wrongful or negligent acts or omissions of the County or its officers, employees, agents and servants.

L. Hazardous Substances; Pre-Existing Conditions. Aramark has no duty to investigate, detect, prevent, handle, encapsulate, remove, or dispose of, and will have no responsibility to the County or others for any exposure of persons or property to, asbestos, lead, fuel storage tanks or contents, indoor air pollutants or contaminants, poor air quality, or hazardous, toxic, or regulated waste substances, mold, fungi, mildew, pollutants, or contaminants (collectively, the "Hazardous Substances") at the Facility or the surrounding premises. The County will comply with all applicable federal, state, and local laws and regulations, which have been or will be enacted during the term of this Agreement, regarding such Hazardous Substances on the County's premises. The County will inform Aramark of the presence of such Hazardous Substances and acknowledges that Aramark employees will not be required to work in any location where they could be exposed to such Hazardous Substances. Aramark has advised the County that it does not provide or assume any responsibility to monitor or remediate mold, fungi, mildew, indoor air quality or any similar conditions, and that all determinations and corrective actions regarding

mold, fungi, mildew, indoor air quality and any similar conditions shall be made by the County or a third party retained by the County. In no case will any Aramark employee act in the capacity of a "Designated Person" (within the meaning of the Asbestos Hazard Emergency Response Act, "AHERA"), which duties remain solely with the County.

Aramark will not be responsible for any conditions that existed in, on, or upon the Facility before the commencement date of this Agreement ("Pre-Existing Conditions"), including, and without limitation, environmental impairments, and other conditions. The County shall indemnify and hold harmless Aramark, its subsidiaries and affiliated companies, and their respective directors, officers and employees, against any liability related to, or arising out of, any defective condition or the presence of Hazardous Substances or Pre-Existing Conditions on or at the Facility or the surrounding premises, or the claimed or actual release or threatened release or disposal of Hazardous Substances from or at the Facility, to the extent not caused by the willful misconduct or grossly negligent acts or omissions of Aramark, its employees or subcontractors, including, without limitation, fines, penalties, clean-up costs, or costs of other environmental remediation measures.

M. Damages: In no event will either party be liable to the other party for any loss of business, business interruption, consequential, special, indirect or punitive damages.

N. Compliance with Laws: Each party hereto shall comply with all statutes, lawful ordinances, regulations and requirements, federal, state, and local applicable to their activities hereunder. The County shall provide reasonable and adequate physical security at all times for Aramark employees, suppliers, management and other authorized visitors.

O. License, Fees, Permits, and Taxes: Aramark shall secure and pay for all federal, state and local licenses, permits and fees required for the food service operation. The County represents and warrants that it is a tax-exempt entity and, further, agrees to provide evidence of its tax-exempt status to Aramark upon request. The County further agrees to notify Aramark promptly in the event of a change in its tax-exempt status.

Aramark agrees to have staff who are certified as Food Safety Managers on site at all times when food is being prepared and/or served.

3. FINANCIAL AND ACCOUNTING ARRANGEMENTS:

A. FINANCIAL COMMITMENT: Aramark shall make a financial commitment to County in an amount up to \$145,000 (the "Financial Commitment). County agrees to invest the Financial Commitment in kitchen equipment, equipment and supplies at the Facilities. Any equipment purchased by Aramark on County's behalf shall be purchased as a "sale-for resale" to the County. County shall hold title to all such equipment (with the exception of those items which bear the name of Aramark, its logo, or any of its logo, service marks or trademarks or any logo, service marks or trademarks of a third party) upon such resale. County acknowledges that it is a tax-exempt entity and will provide Aramark with a copy of the appropriate tax-exempt certificate. The Financial Commitment shall be amortized on a straight-line basis over a period of five (5) years, commencing upon the effective date of this Agreement. Upon expiration or termination of this Agreement by either party for any reason whatsoever prior to the complete amortization of the Financial Commitment, County shall reimburse Aramark for the unamortized balance of the Financial Commitment as of the date of expiration or termination plus all accrued but unbilled interest as of the date of expiration or termination. Such interest shall accrue from the effective date of this Agreement at the Prime Rate plus two percentage points per annum, computed each accounting period on the declining balance. In the event such amounts owing to Aramark are not paid to Aramark within 30 days of expiration or termination, County agrees to pay interest on such

amounts at the Prime Rate plus two percentage points per annum, compounded monthly from the date of expiration or termination, until the date paid. The right of Aramark to charge interest for late payment shall not be construed as a waiver of Aramark's right to receive payment of invoices within 30 days of the invoice date. Any portion of the Financial Commitment that is not expended prior to the expiration or earlier termination of the Agreement shall revert to Aramark.

B. Meal Service and Prices: Aramark shall provide meals to the County's inmates, at the per meal prices set forth in Attachment A. Aramark will provide, at no additional cost, a lacto-ovo vegetarian and/or vegan diet for all religious requests from the administrative or religious authority. Other religious meals requested by the administration or religious authority, such as prepackaged meals, shall be provided at a price to be mutually agreed in advance. The County shall notify Aramark of the actual number of meals ordered each day at a mutually agreed upon time prior to meal service, and the County shall make additions or deletions to such order within a mutually agreed upon time prior to meal service. When the initial notice of meals ordered is not given timely, Aramark shall prepare and will be paid for the same number of meals as prepared for the previous day.

C. Price: The pricing set forth on Attachment A apply for the period of September 1, 2019 through August 31, 2024.

D. Additional Services: Food, beverage and other services required or desired by the Facility outside the scope of this Agreement shall be provided by Aramark upon written authorization by the County and/or Sheriff at mutually agreed upon prices for such services.

E. Billing: Aramark shall submit to the County on the first day of every week, for the preceding week an invoice for inmate/staff meals ordered or served, whichever is greater, and other goods or services provided by Aramark, if any. The invoice shall reflect the preceding week's food services detailing the greater of the number of meals served or ordered on a daily basis as follows:

1. Adult inmate meals
2. Staff/visitor meals
3. Any additional food, beverage or other services, as required

Aramark shall provide the County with a comprehensive monthly summary of meals, services and credits. This summary shall be forwarded to the County Administrator or his designee each month.

Manner of Payment: Payments per the Illinois Prompt Payment Act

5. MATERIAL ADVERSE CHANGE: The financial arrangements in this Agreement are based on conditions existing as of the Effective Date including any representations regarding existing and future conditions made by County in connection with the negotiation and execution of this Agreement. If such conditions change due to causes beyond Aramark's control, including, but not limited to, a change in the scope of Aramark's services; menu changes; a decrease in the Facility's inmate population or the availability of inmate labor; efforts to organize labor; increases in food, fuel, equipment, utilities, supply, and labor costs; Federal, State and local sales, and other taxes and other operation costs; a change in Federal, State and local standards, requirements recommendations, and regulations including any applicable Child Nutrition Programs; or other unforeseen external market conditions outside Aramark's control, then Aramark shall give County written notice of such increase or change, and within thirty (30) calendar days after such notice, Aramark and County shall mutually agree upon modification(s) to offset the impact of the increase or change, which modifications may include any or a

combination of the following: an adjustment to Aramark's price per meal, modifications to the menu, or modifications to Aramark's scope of services.

6. **ACCESS AND RECORDS:** Aramark will maintain accurate books and records in connection with the food service operation and shall retain such records for thirty-six (36) months after the close of the federal fiscal year (October 1, through September 30).

7. **TERM OF AGREEMENT:** The initial term of this Agreement shall commence on September 1, 2019, and shall continue through September 30, 2021. By mutual agreement, this Agreement may be renewed for three (3) additional one year periods. Thereafter, the County and Aramark may extend this Agreement for additional periods of twelve (12) months each, provided that the services to be provided, and the prices thereof, for the extension period, have been mutually agreed upon by the County and Aramark.

8. **TERMINATION:**

A. **Termination for Convenience:** Either party may terminate this Agreement for convenience, at any time during the term or any renewal or extension, upon one hundred twenty days (120) days' notice to the other party.

B. **Termination for Default:** Either party may terminate this Agreement upon a breach or default of this Agreement by the other party, which is not cured within thirty (30) days after receipt by the defaulting party of a notice from the non-defaulting party, specifying the nature of such breach or default.

C. **Consequences of Termination:** If this Agreement is terminated under any circumstances, the County shall pay Aramark for all inmate and staff meals, and other services, provided by Aramark to and including the date of termination, at the prices and within the payment periods set forth in this Agreement. The County's obligation to pay for meals and services provided shall survive the termination or expiration of this Agreement.

Upon the expiration or any termination of this Agreement, the County agrees, if requested by Aramark, to purchase Aramark's usable inventory of food and supplies. The purchase price for such inventory shall be Aramark's invoice cost.

9. **INDEMNITY:** County shall not be liable for, and Aramark shall defend, indemnify and hold harmless the County, its agents servants, and employees and all elected and appointed officials of the County (collectively, "County Parties") against any and all claims, demands, liability, judgments, awards, fines, mechanics' liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including without limitation attorneys' fees and court costs (hereinafter collectively referred to as "Claims"), related to and arising either directly or indirectly from any act, error, omission or negligence of Aramark or its contractors, affiliates, licensees, agents, servants or employees, excepting only Claims caused by the sole negligence or willfulness of County Parties. This also includes Aramark's use of any equipment and facilities at the Jail or the Center, whether or not such liability is attributable to any act of negligence by Aramark, its officers, affiliates, employees, agents, consultants, subcontractors, owners or shareholders. Notwithstanding the foregoing indemnities, Aramark shall not be liable under this clause where liability results solely from a breach of security. Aramark expressly understands and agrees that any Fidelity Bonds or insurance protection required of Aramark, or otherwise provided by Aramark, shall in no way limit the responsibility to indemnify the County Parties as hereinabove provided. Aramark shall reimburse the County for all costs, attorneys' fees, expenses and liabilities

incurred with respect with any litigation in which Aramark is obligated to indemnify, defend and hold harmless the County under its Agreement with the County.

Aramark represents and warrants for the benefit for the County, and their users that it is the exclusive owner of all rights, title and interest in the product or services to be supplied under this Agreement. Aramark shall, at its own expense, indemnify, defend, settle, and hold harmless the County against any claim or potential claim that any good, (including software) and/or service, or County's use of any good (including software) and/or service, provided under this Agreement infringes any patent, trademark, copyright or other proprietary rights, including trade secret rights. Aramark shall pay all costs, damages and attorneys' fees that a court awards as a result of any such claim.

10. NOTICE: All notices or other communication hereunder shall be deemed to be duly given when made in writing and delivered in person or deposited in the United States mail, postage prepaid, certified mail, return receipt requested and addressed to the party at its respective address first set forth above, or such other address as it may designate, by notice given as aforesaid.

11. CONFLICTS OF INTEREST: Aramark covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with performance of this Agreement and no person having any such interest shall be employed. In addition, no officer, agent or employee of the County and no member of its governing body shall participate in any decision relating to this Agreement which affects his/her personal interest or any corporation, partnership, association which he/she is directly or indirectly interested or has any personal or pecuniary interest.

12. CONFIDENTIAL INFORMATION: All financial, statistical, operating and personnel materials and information, including, but not limited to, software, technical manuals, recipes, menus and meal plans, policy and procedure manuals and computer programs relative to or utilized in Aramark's business (collectively, the "Aramark Proprietary Information") are and shall remain confidential and the sole property of Aramark and constitute trade secrets of Aramark. The County shall keep all Aramark Proprietary Information confidential and shall use the Aramark Proprietary Information only for the purpose of fulfilling the terms of this Agreement. The County shall not photocopy or otherwise duplicate any materials containing any Aramark Proprietary Information without the prior written consent of Aramark. Upon the expiration or any termination of this Agreement, all materials containing any Aramark Proprietary Information shall be returned to Aramark.

13. ASSIGNMENT: Aramark may not assign this Agreement without the County's prior written consent (not to be unreasonably withheld, conditioned or delayed), except that Aramark may assign this Agreement, in its sole discretion, to any of its affiliates without any consent being required. The term "affiliate" means any corporation, limited liability company or any other person controlling, controlled by or under common control with, Aramark.

14. PRESS RELATIONS: Aramark shall coordinate any press releases concerning their services at the Jail with the Sheriff. Aramark shall coordinate any press releases concerning their services at the Center with the Office of the Chief Judge.

15. ENTIRE AGREEMENT: This Agreement represents the entire agreement and understanding between the County and Aramark and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the County and Aramark. In the event of a conflict between the Agreements, Aramark's bid, and the Request for Proposal; the order of precedence shall be 1) any Amendments to the Agreement; 2) Agreement; 4) Aramark's Bid; and 3) the Request for Proposal.

16. SEVERABILITY: If any provision hereof or the application thereof to any person or circumstance is held to any extent, to be void, invalid or unenforceable, the remainder of this Agreement, and the application of such provision to other persons or circumstances, shall not be affected thereby, and shall be valid and enforceable to the fullest extent permitted by law.

17. WAIVER: The failure of Aramark or the County to exercise any right or remedy available under this Agreement upon the other party's breach of the terms, covenants and conditions of this Agreement or the failure to demand the prompt performance of any obligation under this Agreement shall not be deemed a waiver of such right or remedy; or the requirement of punctual performance; or of any subsequent breach or default on the part of the other party.

18. COUNTERPARTS; PDF AND FACSIMILE SIGNATURES. This Agreement may be executed in counterparts, each of which shall be an original, but all of which shall constitute one, and the same, document. Signatures of the Parties may be exchanged by pdf or facsimile, and such pdf or facsimile signature pages shall be deemed originals in all respects. It shall not be necessary in making proof of this Agreement or any counterpart to produce or account for any of the other counterparts.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their duly authorized representatives as of the day and year first above written.

Aramark Correctional Services, LLC

**County of Winnebago
State of Illinois**

By: _____
Mark R. Adams
Vice President, Finance

By: _____

Date: _____

**Attachment A
Winnebago County, IL**

Adult Inmate Meals – Cost Per Meal

Year #1 September 1, 2019 through September 30, 2020	\$0.899
Year #2 October 1, 2020 through September 30, 2021	\$0.921
Year #3 October 1, 2021 through September 30, 2022	\$0.945
Year #4 October 1, 2022 through September 30, 2023	\$0.968
Year #5 October 1, 2023 through September 30, 2024	\$0.992

Juvenile Detention – Cost Per Meal

	Year #1 Sept 1, 2019 through Sept 30, 2020	Year #2 Oct 1, 2020 through Sept 30, 2021	Year #3 Oct 1, 2021 through Sept 30, 2022	Year #4 Oct 1, 2022 through Sept 30, 2023	Year #5 Oct 1, 2023 through Sept 30, 2024
0-39	\$3.043	\$3.119	\$3.197	\$3.277	\$3.359
40-44	\$2.870	\$2.942	\$3.015	\$3.091	\$3.168
45-49	\$2.619	\$2.684	\$2.752	\$2.820	\$2.891
50-54	\$2.522	\$2.585	\$2.650	\$2.716	\$2.784
55-59	\$2.441	\$2.502	\$2.565	\$2.629	\$2.694
60-64	\$2.373	\$2.432	\$2.493	\$2.555	\$2.619
65-69	\$2.314	\$2.372	\$2.431	\$2.492	\$2.554

*The total number of inmate meals served per week is divided by 21 in order to determine the price point on the sliding scale.

**PERSONNEL &
POLICIES
COMMITTEE**

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

Submitted by: Personnel and Policies Committee

2019 CO_____

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

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 and two County Board Members chosen by the caucus chairs of each party (one from each political party) 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

DAVE FIDUCCIA, CHAIRMAN

DAVE FIDUCCIA, CHAIRMAN

DAVE BOOMER

DAVE BOOMER

ANGIE GORAL

ANGIE GORAL

JOE HOFFMAN

JOE HOFFMAN

DAVE KELLEY

DAVE KELLEY

DOROTHY REDD

DOROTHY REDD

JIM WEBSTER

JIM WEBSTER

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

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

Submitted by: Personnel and Policies Committee

2019 CO_____

**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 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

ANGIE GORAL

ANGIE GORAL

JOE HOFFMAN

JOE HOFFMAN

DAVE KELLEY

DAVE KELLEY

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