

OPERATIONS & ADMINISTRATIVE COMMITTEE AGENDA

Called by: Chairman, Keith McDonald
Members: Jaime Salgado, Paul Arena,
Dorothy Redd, Joe Hoffman, John
Butitta, Jean Crosby

DATE: WEDNESDAY, OCTOBER 16, 2019
TIME: 5:30 PM
LOCATION: ROOM 510
COUNTY ADMINISTRATION BLDG
404 ELM STREET
ROCKFORD, IL 61101

AGENDA:

- A. Call to Order
- B. Roll Call
- C. Public Comment – This is the time we invite the public to address the Operations and Administrative Committee with issues and concerns. We ask you to limit your comments to three minutes. Personal attacks or inappropriate language of any sort will not be tolerated. We will allow a maximum of five speakers on a first come basis with sign up at the meeting. Speakers may not address zoning matters which are pending before the ZBA, the Zoning Committee or the County Board. Personnel matters or pending or threatened litigation may not be addressed in open session. An individual may speak a maximum of three times per calendar year on the same topic. This prohibition shall include the repetition of the same topic in a statement on what is purported to be a different topic. After acknowledgement by the chair, please stand and state your name. Thank you.
- D. Ordinance Amending Chapter 70 of the Winnebago County Code of Ordinances Related to Waste Haulers and Solid Waste
- E. Resolution Authorizing the Establishment of Winnebago County Community Mental Health Board
- F. Resolution Authorizing the Chairman of the County Board to Execute Agreement with National Able Network
- G. Trustee Intergovernmental Agreement with RIPC
- H. Review of Closed Session Minutes
- I. Other Matters
- J. Adjournment

Submitted by: Keith McDonald

ORDINANCE
OF THE
COUNTY BOARD OF THE COUNTY OF WINNEBAGO, ILLINOIS
SUBMITTED BY: OPERATIONS & ADMINISTRATIVE COMMITTEE
2019CO _____

AN ORDINANCE AMENDING CHAPTER 70 OF THE WINNEBAGO
COUNTY CODE OF ORDINANCES RELATED TO WASTE HAULERS
AND SOLID WASTE

WHEREAS, Chapter 70 of the Winnebago County Code of Ordinances regulates garbage disposal areas and garbage hauling vehicles in Winnebago County, Illinois, as authorized by Section 5-8001 *et seq.* of the Counties Code, 55 ILCS 5/5-8001 *et seq.*; and

WHEREAS, Section 5-8002(3) authorizes the County Board to make rules and regulations pertaining to and provide for inspections of garbage disposal areas and garbage hauling vehicles to insure reasonable health standards; and

WHEREAS, Section 5-8003 permits the County Board to set a license fee not to exceed \$500 per annum for each garbage disposal area and \$50 per annum for each vehicle used in hauling garbage to a garbage disposal area; and

WHEREAS, Section 5-8005 provides that the County Board or any of its authorized agents shall have authority to inspect at any time or place any vehicle used in hauling garbage or any garbage disposal area; and

WHEREAS, the Winnebago County Health Department enforces the County Code related to garbage hauling vehicles and recommends revisions to the ordinance to make enforcement more effective and to cover the cost of inspections; and

WHEREAS, Article II of Chapter 70 primarily places operating standards on sanitary landfills in the County and predates the Illinois Environmental Protection Act in 1970, which now regulates the operation of landfills; and

WHEREAS, given the foregoing, the Health Department recommends the deletion of the operating standards contained in Chapter 70, Article II, of the County Code.

NOW, THEREFORE, BE IT ORDAINED by the County Board for the County of Winnebago, Illinois, that Chapter 70 of the County Code of Ordinances is modified as follows:

- A. Section 70-1 is deleted in its entirety and replaced with the following:

Sec. 70-1. – Definitions.

The following words, terms and phrases, when used in this Chapter, shall have the meanings ascribed to them in this Section, except where the context clearly indicates a different meaning:

Commercial purpose means the carriage of persons or property for any fare, fee, rate, charge or other consideration, or directly or indirectly in connection with any business or other undertaking intended for profit.

Garbage means any refuse products or material including, but not limited to, the following: putrescible animal and vegetable wastes resulting from the handling, preparation, cooking, sale or consumption of food; animal excretion; glass or metal containers, products or objects discarded as no longer useable; paper, wood, and cardboard waste; yard waste such as uprooted weeds, grass clippings, leaves and the like; ashes and cinders; discarded furniture or clothing; and dead animals. The term “garbage” does not include human excretion in the form of body waste.

Health officer means the Public Health Administrator of the Winnebago County Health Department.

Garbage hauling vehicle means any vehicle used for the commercial purpose of carrying, charting, hauling, or transporting garbage to a garbage disposal area, including, but not limited to, front loader garbage trucks, rear loader (packer) garbage trucks, side loader garbage trucks, roll-off garbage trucks (dumpers), grapple trucks, flatbed trucks, and pick-up trucks.

- B. Section 70-2 is deleted in its entirety.
- C. Section 70-4 is deleted in its entirety and replaced with the following:

Sec. 70-4. – Garbage disposal.

- (a) All persons within the county who accumulate garbage shall dispose of it in an approved manner and in a suitable container of metal or plastic with fitted covers.
- (b) All garbage shall be placed in a container, as set forth above, and removed at least once per week. All persons generating garbage shall keep a record of who is removing such garbage.
- (c) All garbage hauling vehicles transporting garbage to a garbage disposal area in Winnebago County must be properly permitted as set forth in Section 70-6.

D. Section 70-6 is deleted in its entirety and replaced with the following:

Sec. 70-6. – Hauling garbage and rubbish.

- (a) *Owners duty to prevent spills.* No person owning or controlling any garbage hauling vehicle, or any other vehicle used to haul garbage, shall cause or permit any vehicle to be so loaded, to be in such defective condition, so out of repair, faultily constructed, or so improperly driven or managed that any garbage with which such vehicle is loaded, or is being loaded, shall drop or fall on any public way or other place. Such vehicle shall be so constructed and covered as to prevent any part of the contents thereof from falling, leaking or spilling therefrom. Vehicles that transport garbage in a manner that is not fully enclosed shall ensure that the transport container is covered, by a tarp or other effective means, at all times when the vehicle is operating in the county, including after depositing any garbage being transported.
- (b) *Permit required; procedures.* Any person owning or controlling any garbage hauling vehicles transporting garbage to a garbage disposal area in Winnebago County shall obtain permits for the vehicles from the Winnebago County Health Department and comply with the following terms and conditions:
 - (1) *Application.* Permit forms shall be furnished by the Health Department for the applicant to provide the following information: name and address of hauler, a description of each vehicle to be permitted, vehicle license plate, and vehicle identification number. Permit applications shall be submitted at least 30 days prior to the first day of the quarter in which the annual permit is to be issued, as set forth below.
 - (2) *Inspection.* All vehicles to be permitted will be inspected. Inspections shall be completed prior to permits being issued. Inspections shall consist of checking whether the vehicle can contain the type of garbage it will be used to haul without leaking, the wind blowing, or otherwise discharging any garbage prior to or after its disposal destination. The health officer or his or her designee shall inspect any three or more refuse hauling vehicles at a reasonable time, quartered at the same site in the county. Persons owning or operating fewer than three garbage hauling vehicles shall arrange with the health officer a reasonable time and place for inspection. Regardless of permit status, the health officer may inspect any garbage hauling vehicle at any time or place to ensure that its condition and operation are in compliance with this Chapter and in the interest of public health and safety.
 - (3) *Term.* The term of annual permits shall be staggered by county fiscal year quarters depending on the number of garbage hauling vehicles to be permitted:

October 1 – September 30:	76 or more vehicles
January 1 – December 31:	51-75 vehicles
April 1 – March 31:	11-50 vehicles
July 1 – June 30:	1-10 vehicles

- (4) *Insurance.* All permit applicants must provide a policy or certificate of insurance demonstrating both vehicle liability insurance and comprehensive general liability insurance with limits each of not less than \$1,000,000 each person, \$3,000,000 each accident bodily injury liability, and \$1,000,000 each accident property damage liability. Said insurance may not be changed or canceled without at least 30 days' prior written notice to the Health Department.
- (5) *Identification.* At the time of permit issuance, the health officer shall provide two decals for each vehicle, one of which is to be affixed to the driver's side windshield and the other to be placed on the rear of the garbage hauling vehicle. Both decals must be visible at all times. No vehicle may be used without displaying said decals.
- (6) *Violations.* Failure to comply with any of the provisions in this Section may be punished by suspension of the permit and a fine of up to \$1,000. Each day that a violation exists shall be considered a separate offense. In addition to other penalties and procedures authorized by law or this Code, a violation of this Section is also subject to the code enforcement procedures set forth in Chapter 4 of this Code.
- (7) *Fees.* The permit fees for garbage hauling vehicles shall be \$50.00 per vehicle per annum. An inspection fee of \$100.00 per vehicle per annum shall be assessed to cover the cost of the vehicle inspection.

A late fee of \$100.00 will be assessed for each permit application received on or after the first day of the quarter in which it was due.

- E. The following sections of Chapter 70, Article II, Division 1 shall be deleted in their entirety and replaced with the following:

Sec. 70-31. – Penalty for violation of article.

Any operator who shall violate any provision of this article shall be subject to a fine of not less than \$100.00 or more than \$1,000.00. Each day's failure to comply with any such provision shall constitute a separate violation.

Sec. 70-32. – Permit required.

An operator of a sanitary landfill in the county shall first obtain a permit from the county. The annual fee for a permit required by this section shall be \$ 500.00.

Sec. 70-33. – Bond required.

- (a) The operator of a sanitary landfill shall deliver to the Health Department a cash or corporate bond in the sum of \$5,000.00. Such cash or corporate bond shall run to the county and shall be conditioned as follows:
 - (1) The operator, their agents and employees will comply with all of the terms, conditions, provisions, requirements and specifications contained in this article and with all federal, state and local laws and regulations.
 - (2) The operator will save harmless the county from any expense incurred through the failure of the operator, his agents or employees to operate and maintain the sanitary landfill in accordance with this article and all federal, state and local laws and regulations, including any expense the county may incur for correcting any violation or from any damages growing out of the negligence of the operator, his agents or employees.
- (b) Such bond shall run for a period of two years after the landfill site has been finished and brought to final grade.

Sec. 70-34. – Inspections; right of entry of health officer.

The health officer or his or her designee shall make inspections of each sanitary landfill as often as he/she deems necessary and will report any major discrepancies to the county board. An operator shall allow the health officer or his or her designee upon the premises at all reasonable times for the purpose of inspecting the landfill.

- F. Chapter 70, Article II, Division 2 (Sections 70-51 thru 70-83) shall be deleted in their entirety.

BE IT FURTHER ORDAINED that if any section, subsection, sentence, clause, phrase, or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, independent, and severable provision and such holding shall not affect the validity of the remaining provisions hereof.

BE IT FURTHER ORDAINED that this Ordinance shall be in full force and effect on January 1, 2020, and the County Clerk is hereby directed to distribute a certified copy of this Ordinance to the Public Health Administrator, the County Auditor, and the County Administrator.

Respectfully submitted,
OPERATIONS & ADMINISTRATIVE COMMITTEE

AGREE

DISAGREE

Keith McDonald, Chairman

Keith McDonald, Chairman

Jean Crosby

Jean Crosby

John Butitta

John Butitta

Joe Hoffman

Joe Hoffman

Dorothy Redd

Dorothy Redd

Jaime Salgado

Jaime Salgado

Paul Arena

Paul Arena

APPROVED this ____ day of _____, 2019 by the County Board of the County of Winnebago, Illinois.

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

Attested by:

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

Ayes: _____ Nays: _____ Absent: _____

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

2019 CR _____

SUBMITTED BY: OPERATIONS & ADMINISTRATIVE COMMITTEE
SPONSORED BY: KEITH MCDONALD

**RESOLUTION AUTHORIZING THE ESTABLISHMENT OF
WINNEBAGO COUNTY COMMUNITY MENTAL HEALTH BOARD**

WHEREAS, Winnebago County has identified mental health as a health priority for the community; and

WHEREAS, mental health impacts the health, quality of life, and welfare of all Winnebago County residents; and

WHEREAS, a need exists in Winnebago County for services to address the prevention and management of mental health conditions, developmental disabilities, and treatment for substance use disorders; and

WHEREAS, no mental health authority currently exists in Winnebago County to provide leadership to address the prevention and treatment of mental illness, developmental disabilities, and substance use disorders; and

WHEREAS, Section 3a of the Community Mental Health Act, 405 ILCS 20/3a, authorizes Winnebago County to establish a 7 member Community Mental Health Board; and

WHEREAS, members of the Community Mental Health Board are required to be residents of the County and representative of interested groups of the community.

NOW, THEREFORE BE IT RESOLVED, by the County Board of the County of Winnebago, Illinois, that the Winnebago County Community Mental Health Board is hereby established.

BE IT FURTHER RESOLVED that the Community Mental Health Board shall be comprised of 7 members, appointed by the Winnebago County Board Chairman with the advice and consent of the County Board.

BE IT FURTHER RESOLVED that the Community Mental Health Board shall be made up of residents of Winnebago County and include one individual from each of the following groups:

- Early childhood development (0-3 initiatives)
- Mental health services treatment provider
- Lay association concerned with mental health, developmental disabilities, and/or substance use disorders
- Boone-Winnebago Regional Office of Education
- Winnebago County Health Department
- Winnebago County Board member
- Winnebago County Medical Society

BE IT FURTHER RESOLVED that the Winnebago County Health Department shall act as fiscal agent for the Board for the purpose of accepting donations of property and funds.

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

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

Respectfully submitted,

OPERATIONS & ADMINISTRATIVE COMMITTEE

AGREE

DISAGREE

Keith McDonald, Chairman

Keith McDonald, Chairman

Paul Arena

Paul Arena

John Butitta

John Butitta

Jean Crosby

Jean Crosby

Joe Hoffman

Joe Hoffman

Dorothy Redd

Dorothy Redd

Jaime Salgado

Jaime Salgado

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

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

ATTEST:

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

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

2019 CR _____

SUBMITTED BY: OPERATIONS & ADMINISTRATIVE COMMITTEE

SPONSORED BY: KEITH MCDONALD

**RESOLUTION AUTHORIZING THE CHAIRMAN OF THE COUNTY BOARD
TO EXECUTE AGREEMENT WITH NATIONAL ABLE NETWORK**

WHEREAS, National Able Network provides opportunities for mature workers to gain job skills and experience at training sites throughout Illinois, including Winnebago County; and

WHEREAS, Winnebago County desires to partner with National Able Network to provide a mature worker to staff the information desk in the County Administration building; and

WHEREAS, the partnership would result in no expenditure of funds by the County as the wages and benefits for the individual(s) selected to work the information desk would be paid by National Able Network.

NOW, THEREFORE BE IT RESOLVED, by the County Board of the County of Winnebago, Illinois that the Winnebago County Board Chairman is authorized and directed to, on behalf of the County of Winnebago, execute a Host Agency Agreement with National Able Network, attached hereto as Exhibit A.

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

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

Respectfully submitted,
OPERATIONS & ADMINISTRATIVE COMMITTEE

AGREE

DISAGREE

Keith McDonald, Chairman

Keith McDonald, Chairman

Paul Arena

Paul Arena

John Butitta

John Butitta

Jean Crosby

Jean Crosby

Joe Hoffman

Joe Hoffman

Dorothy Redd

Dorothy Redd

Jaime Salgado

Jaime Salgado

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

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

ATTEST:

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



NATIONAL ABLE NETWORK
Senior Community Service Employment Program
HOST AGENCY AGREEMENT

In order to promote the growth and development of the Participant and to provide an opportunity for significant community service,

THE HOST AGENCY will:

Agree to not displace any current employee or volunteer with a PARTICIPANT, nor assign a PARTICIPANT to perform the tasks of an employee on layoff, nor replace a Federally funded position (other than SCSEP) with a SCSEP PARTICIPANT; not discriminate on the basis of race, color, religion, sex, national origin, handicap, age, political affiliation, opinion, or ancestry.

Assure that the direct supervisor will adhere to conditions of this agreement and to all National Able Network (ABLE) SCSEP administrative requirements as outlined in the Task and Activities Agreement, including timely review and authorization of PARTICIPANT's hours in ABLE's online time and attendance system.

Actively support a PARTICIPANT's Individual Employment Plan (IEP) and to consider any PARTICIPANT for all job openings for which that PARTICIPANT qualifies on an equal basis with any other applicant.

Provide SCSEP PARTICIPANT with a sanitary and safe training site(s); adequate supervision; orientation to agency policies and procedures; necessary training to perform assigned duties; and fair and equitable treatment as extended to regular employees.

Not permit or assign tasks to any PARTICIPANT that may result in accident or injury including, but not limited to, use of ladders, toxic chemicals, operation of machinery, or lifting more than 15 pounds.

Inform ABLE's SCSEP Manager immediately (within 24 hours) in the case of accident or injury of a participant or in the event of any incident that may have caused injury. Complete and submit accident or injury report within 24 hours.

Ensure compliance with applicable safety laws and regulations as well as adequate participant training in the use of supplies and/or equipment.

Not allow PARTICIPANT to engage in activities of a political nature, whether local, state, national or tribal, during the PARTICIPANT SCSEP training hours.

Not allow PARTICIPANT to drive ANY vehicle or operate motorized equipment during ABLE SCSEP training hours.

Not allow PARTICIPANT to ride in ANY vehicle during ABLE SCSEP training hours without prior written authorization from ABLE SCSEP and provision of additional insurance certification from the host agency with minimum coverage of \$100,000.

Not use a PARTICIPANT in any activity that could be construed as an activity related to or involved with the maintenance, operation or construction of any facility to be used as a place for sectarian religious instruction or worship.

Provide adequate documentation of in-kind contributions.

Indemnify and hold harmless ABLE, its directors, officers, agents and employees from and against all claims, damages, losses and expenses (including but not limited to attorney's fees) arising by reason of actions or failures to act of Host Agency, or anyone employed or retained by Host Agency, or of any PARTICIPANT or other person for whose acts Host Agency may be held liable.



NATIONAL ABLE NETWORK
Senior Community Service Employment Program
HOST AGENCY AGREEMENT

NATIONAL ABLE NETWORK, INC. will:

Provide trainee wages and worker's compensation coverage to each authorized PARTICIPANT for the number of hours per week verified by the Host Agency supervisor in the time and attendance system.

Provide immediate supervisor with orientation, complete Annual Safety Monitoring Report of the training site, appropriate access to ABLE's time and attendance reporting system, and periodically updated goals and objectives of the ABLE SCSEP.

Assign PARTICIPANT to the Host Agency's designated training site(s) for the purpose of job training and skills development in community service, subject to the approval of the training site supervisor.

Upon request of the Host Agency or the PARTICIPANT, ABLE SCSEP will remove PARTICIPANT from the training site.

Reserve the right (following reasonable notice) to reassign any PARTICIPANT at any time that such re-assignment will increase the PARTICIPANT's opportunity for training or unsubsidized employment; or will otherwise serve the best interests of the PARTICIPANT; and will better support the goals and objectives of SCSEP.

This agreement is subject to continuation of funding from the U. S. Department of Labor to the National Able Network, Inc., for administration of this Senior Community Service Employment Program. This agreement may be terminated by either party with 30 days written notice to the other party, or immediately by National Able Network for cause, or upon termination or reduction of funding.

The Host Agency certifies that it is a [] government Click or tap here to enter text. or, [] 501(c)(3) organization (Copy of 501(c)(3) letter required) FEIN# Click or tap here to enter text.

[] If applicable, provided a Certificate of Insurance naming National Able Network as additional insured

Form fields for National Able Network, Inc. and Host Agency details including Name, Address, Signature, Date, Email, and Phone.

**DELINQUENT TAX SALE TRUSTEE AGENCY
INTERGOVERNMENTAL AGREEMENT
REVISED 10-16-19**

PREAMBLE

Pursuant to the 35 ILCS 200/Property Tax Code 200/21-90, Winnebago County may appoint an Agent to represent the County as Trustee. It is the overall conviction of the County Board of Winnebago County that such appointment and the creation of a Delinquent Tax Program will further two specific goals of the County and taxing districts within the County:

1. To recover delinquent real estate taxes for the benefit of all taxing districts having an interest in the particular parcel of real estate, and,
2. In the case of property to which the County of Winnebago, as Trustee, ultimately takes a tax deed pursuant to the Property Tax Code, it will aid in the expeditious transfer of ownership and the return of that property to a responsible property owner.

The Agent, Region 1 Planning Council, understands the County's purpose for entering into this Intergovernmental Agreement and acknowledges that the appointment of the Agent pursuant to the Property Tax Code places the Agent in a position of representing the County of Winnebago to the public, insofar as the operation of the Delinquent Tax Sale Program is concerned. The Agent further acknowledges that the services to be rendered are uniquely created and described in the Property Tax Code and that these services are intended to inure to the benefit of the public of Winnebago County. As such, both parties believe that the Agent's position shall be in the nature of service to the public and that the Agent must at all times abide by the general principles guiding a fiduciary in the public employ in both the immediate and long term.

The County and the Agent recognize that the operation of the Delinquent Tax Sale Program is a complex matter difficult of precise description and that from time to time the Agent may be required to take action not specifically covered in detail in the body of the Agreement. It is the intention of the parties in setting forth this Preamble, that at such times, the Agent will make the necessary decisions and act only in pursuit of the goals and intentions as hereinabove stated by the parties.

AGREEMENT

This Intergovernmental Agreement is entered into by and between the COUNTY OF WINNEBAGO, ILLINOIS, hereinafter referred to as the COUNTY and, Region 1 Planning Council, hereinafter referred to as the AGENT. Pursuant to a resolution passed by the County Board of Winnebago County, Illinois, at their regular meeting held on _____, 2019, the COUNTY and the AGENT hereby agree:

A. Appointment and Duties of Agent

Pursuant to 35ILCS 200/21-90 Property Tax Code, Region 1 Planning Council shall be appointed the AGENT of the Winnebago County Board, which is the Trustee for all taxing districts, to, during the term of this Agreement, attend the Annual Tax Sale(s) and bid the full amount of taxes and penalties on all tracts of land or lots in the absence of other bidders, in the name of WINNEBAGO COUNTY, TRUSTEE.

Region 1 Planning Council agrees to establish and administer the Delinquent Tax Sale Program of Winnebago County.

Region 1 Planning Council shall act as AGENT of the COUNTY for the purposes of securing redemptions, preparing all notices, assisting in the preparation and filing of petitions, applications and orders for tax deed, locating parties of interest, inspecting properties, preparing notices for service under the authorization of the Sheriff, and assisting in all other procedures necessary for obtaining tax deeds and conveying property so acquired. The AGENT shall diligently pursue a continuous program of collection in the name of the COUNTY, and subject to the direction of the COUNTY Board Chairman or designee, may file extensions of the period of redemption and petition for tax deeds as he may deem necessary. The AGENT shall implement contemporary marketing practices to inform the public, and expeditiously transfer property out of Trust.

The COUNTY OF WINNEBAGO reserves the right to assign tax certificates obtained by the AGENT. In the event the AGENT desires to effect an assignment, such assignment must be with the consent of the Winnebago County Board Chairman.

On property to which a tax deed is taken in the name of WINNEBAGO COUNTY, TRUSTEE, the AGENT, with the advice and consent of the Winnebago County Board Chairman, may establish and collect rents on said property prior to sale or liquidation. All monies collected will be deposited on or before the fifth following business day into the program proceeds account described below.

Continuously throughout the duration of this contract, the AGENT shall market and sell property on which tax deeds have been taken in the name of WINNEBAGO COUNTY, TRUSTEE. The AGENT shall, at their expense, answer all inquiries relating to said properties, furnish sales and marketing material and pursue diligently any action which will produce a responsible disposal of property through a sale. Prior to any sale, the AGENT must accept offers on a property for a reasonable time period.

The AGENT shall inform the COUNTY, through the County Board Chairman, as to the operation of the program and shall cooperate with the Chairman, or a County designated staff member, in establishing minimum sale prices, rules of sales, and general accountability. The COUNTY reserves the right to direct the AGENT not to purchase certain parcels of real property at the county's annual tax sale.

The AGENT shall assist the State's Attorney in periodically pursuing marketable title to items that prove otherwise unmerchantable. All required actions will be pursued in the name of WINNEBAGO COUNTY, as TRUSTEE, and any notices, summons or other papers which may not legally be served by the AGENT will be served by the Sheriff of Winnebago County. The expense of any such legal action concerning merchantable title will be paid from the proceeds of the program (see Section B.), unless the action is made necessary by gross negligence on the part of AGENT or anyone in their employ, in which case the cost shall be borne by the AGENT.

It is the intent of the parties that a special Assistant State's Attorney will be appointed by the Winnebago County State's Attorney to initiate and pursue tax deed proceedings and any necessary quiet title actions, and prepare deeds of conveyance. The special Assistant State's Attorney shall report to, and be under the direction and control of the Winnebago County State's Attorney. All expenses paid by the Special Assistant State's Attorney shall be made from the proceeds of the program, except as provided above. All clerical assistance required by the Special Assistant State's Attorney shall be provided by the AGENT's employees at AGENT's expense.

All files pertaining to its program and maintained by the AGENT shall remain in the office of the AGENT. However, all such files and all papers, documents, letters, and memoranda contained therein or pertaining thereto shall remain the property of the COUNTY, and the COUNTY shall have full access to the files at all times during normal business hours.

B. Program Proceeds

1. In cases of redemptions and assignment of tax certificates, the maximum amount of penalties and fees as provided within the Property Tax Code shall be charged and collected into the Program Proceeds Account. Additionally, an assignment fee of Twenty-Five Dollars (\$25.00) per assigned certificate, except when assigning to a unit of local government, shall be deposited in the Program Proceeds Account. Said assignment fee to be paid by and collected from the assignee at the time of such assignment. Assignments of certificates will not be made without the consent of the AGENT after a Petition for Tax Deed has been filed.
2. After calculating the program costs are disbursed, (refer to Section D.), the balance shall be divided between the AGENT and the Winnebago County Treasurer. The AGENT shall receive 33% of the balance as an investment to continue blight reduction efforts. The Winnebago County Treasurer shall receive the remaining 67% of the balance to distribute to the taxing bodies. The balance distributed to the AGENT and Winnebago County Treasurer shall not include principal interest on redemptions that is owed to taxing bodies.

C. County Fees

The COUNTY, as Trustee, agrees to discount in whole all fees (within its authority) associated with the management of the Trust. This shall include services prescribed by 35 ILCS 200/Property Tax Code to be rendered by the County Treasurer, Judicial Court, Circuit Clerk, County Clerk, Sheriff, and State's Attorney, except as otherwise stated within this agreement.

D. Mechanics of Operation

- a. The COUNTY agrees to deposit a one-time seed sum of One Hundred-Fifty Thousand Dollars (\$150,000) for maintenance of property into the Program Proceeds Account. The COUNTY TREASURER OF WINNEBAGO COUNTY shall draw from this account only the amount necessary for basic maintenance costs of mowing and securing Trustee properties, and to mitigate actual or imminent threats to public health and safety of Trustee properties.
- b. The COUNTY TREASURER and AGENT shall keep a strict accounting of all expenses drawn on the revolving accounts and it shall be the duty of the TREASURER to report the status of said accounts at least monthly to the County Board Chairman. The amount of expenses drawn from the revolving accounts will be reimbursed on a priority basis from the sale or redemption of each item of property.
- c. A Program Proceeds Account shall be created in any Winnebago County Bank and shall be maintained jointly by the AGENT and the Treasurer of Winnebago County for the purpose of depositing program proceeds. All money collected by, or coming into the hands of the AGENT in any manner shall be deposited into the Account on or before the fifth following business day. This account shall be balanced monthly and shall at all times be open to the County Board and any Auditor of the County of Winnebago for inspection. The intent of the account is not to receive redemption funds owed to taxing bodies. Should principal property tax redemption funds be deposited into the account, the funds should be moved to a separate account as soon as possible for disbursement to taxing bodies. Principal property tax payments are not included in the program proceeds distribution set out in Paragraph I.
- d. The AGENT will issue a request for proposals (RFP) for mowing and security Trustee properties. Budget will be monitored to appropriate mowing throughout seasons of growth. The budget and quality of the service will be reviewed after the first year of the contract. The Agent will receive a 12.5% contract management fee.
- e. The COUNTY shall provide an Assistant or Special State's Attorney to represent the Trust in court appearances in the 17th Judicial Court of the State of Illinois. The AGENT retains the right to contract legal counsel for the other necessary legal services.
- f. The COUNTY shall furnish a duplicate or photocopy of each tax sale certificate and shall provide any information known by offices of the County Clerk and/or Recorder, County Treasurer, a Supervisor of Assessments, as to owners, occupants, parties of interest, the condition of the subject property, and all other relevant information in the possession of said offices to be used in obtaining tax redemptions or tax deeds.
- g. Certificates of Purchase acquired through this agreement shall be in the name of WINNEBAGO COUNTY TRUSTEE, and shall be deposited with the Treasurer of Winnebago County. It is the intent of the parties that all redemptions shall be made directly to the Winnebago County Clerk. Subsequent to redemption, the County Clerk shall submit to the Winnebago County Treasurer and AGENT a list of items redeemed. The Treasurer shall forthwith deliver the certificates to the County Clerk of Winnebago County for cancellation. The County Clerk shall then issue to the Treasurer a check, made payable to the Program Proceeds account for the amount received from the

redeeming party, less principal on redemption. The Treasurer shall deposit the check into the Program Proceeds Account and furnish a copy of the deposit slip to the AGENT. The principal redemption amount shall be sent to the Treasurer for direct payment to appropriate taxing bodies.

- h. On all property to which title has been taken in the name of WINNEBAGO COUNTY, TRUSTEE, the AGENT shall exercise diligent effort to expediently sell such property. The AGENT is responsible for marketing and selling the property to the highest, responsible buyer. The AGENT and WINNEBAGO COUNTY agree that the highest bid may not be the most responsible bid. Upon receiving a bid to purchase a property, the AGENT, through its website, will notify the public that a bid has been received on a property. The public will be allowed to present additional bids for a period not less than seven (7) days after the initial bid is received.
- i. A Purchase Agreement for the sale of property which is not paid in full within ninety (90) days shall be considered in default and all money received on said Purchase Agreement shall be treated as liquidated damages.
- j. Upon the determination that the contract has been defaulted, the Program Proceeds shall first be reimbursed the amount of fees and expenses advanced from that account on the item.
- k. Upon receiving proof that payment in full has been received from the purchaser of any parcel of property sold under the provisions of this Delinquent Tax Sale Program and the proceeds deposited into the Account, the County Board Chairman shall execute a quit claim deed conveying the property to the purchaser. The AGENT shall file the deed of conveyance with the Winnebago County Recorder for recordation.
- l. Upon completion of a sale, collection of redemption interest of a parcel of property, or the assignment of a certificate of purchase, the following checks will be drawn as needed from the Program Proceeds Account, with the Treasurer of Winnebago County and the AGENT co-signing all checks. The accounting period closes on September 30 each year. Checks designated to be remitted annually will be disbursed no later than October 31 each year.
 - a. A check will be made payable to the AGENT for the expenses to which it is entitled under the terms of the Agreement. This includes legal expenses, marketing efforts and other expenses required by the AGENT to fulfill the duties of the Agreement. The AGENT shall request a withdrawal from this account to pay for allowable expenses as needed.
 - b. A check will be made payable to the Winnebago County Treasurer for reimbursement up to \$3,750.00 per fiscal quarter for actual costs incurred assisting the program. Valid expenses to be submitted are limited to costs for public publication of notices and postage expenses.
 - c. A minimum balance reserve of \$150,000 will be held in the account for next year's maintenance.
 - d. A check will be drawn for Recorder of Deed expenses. This expense shall be remitted annually.
 - e. A check will be drawn for expenses of the County Clerk for cancellation of certificates. This expense shall be remitted annually.

- f. A check will be made payable to WINNEBAGO COUNTY for repayment of the one-time initial seed funding. This loan repayment will be distributed each year until paid in full.
- g. A check will be made payable to the AGENT for 33% of the balance remaining in Program Proceeds Account. This check shall be remitted annually and will not include the \$150,000 held in reserve for next year's maintenance.
- h. A check will be made payable to the Treasurer of Winnebago County for 67% of the balance remaining from the Program Proceeds Account. The AGENT will provide the Treasurer with property sales information, by tax code, for disbursement. This check shall be remitted annually and will not include the \$150,000 held in reserve for next year's maintenance.

E. Conflict of Interest

Neither the AGENT nor any employed by the AGENT or any relative or representative of the AGENT, during the term of this agreement, shall possess or acquire any pecuniary interest directly, indirectly or beneficially, or by any derivative process, in any real estate tax delinquency or forfeiture in Winnebago County. The foregoing notwithstanding, however, the COUNTY recognizes that the AGENT, their employees, agents or subagents, may, at the date of this Agreement have an interest in real property which would otherwise be in violation of this paragraph, and such present interests shall not be deemed in violation hereof.

F. General Conditions of Agreement

1. Agent not an Employee of the County

It is mutually understood, agreed, and it is the intent of the parties that an independent contractor relationship be and hereby established under the terms and conditions of this Agreement. It is further understood, agreed and it is the intent of the parties that the employees of the AGENT are not nor shall they be deemed employees of the COUNTY and that the employees of the COUNTY are not nor shall they be deemed employees of the AGENT. It is further understood, agreed and is the intent of the parties that the COUNTY has not created any type of COUNTY office through the creation of this Delinquent Tax Collection Program. Nor shall the AGENT be considered a public officer in performing their duties pursuant to this Agreement.

2. Assignment

The AGENT and the COUNTY agree that this Agreement is one contemplating that personal services are to be rendered by the AGENT and their employees, therefore neither party hereto may assign or transfer this Agreement or any part thereof, without the written consent of the other party.

3. Maps and Copies

The COUNTY shall, without expense to AGENT, furnish AGENT with one complete set of current tax maps and plat books for use by AGENT in identifying and locating tax delinquent parcels within the Program. The COUNTY shall, without expense to AGENT, provide copies of recorded documents when ascertaining interested parties of tax delinquent parcels.

4. Written Notices

Any written notices which may be required to be sent pursuant to this Agreement shall be addressed and sent as follows:

The County of Winnebago
Winnebago County Clerk
404 Elm Street - Ground Level
Rockford, Illinois 61101

Region 1 Planning Council, Trustee Agent
313 N Main St
Rockford, IL, 61101

5. Indemnification

AGENT shall indemnify and hold harmless COUNTY from and against all claims, suits, damages, costs, losses, and expenses in any manner arising from, out of, or in any way connected with the improper performance of AGENT, their agents subagents, in actions taken pursuant to this Agreement.

6. Term of Agreement

The term of this Agreement shall be in effect for three (3) years from the date of signing and shall renew annually thereafter until terminated by either the AGENT or the COUNTY. However, either party has the right to terminate this Agreement by giving notice of no less than One Hundred Twenty (120) days prior to the effective date of termination.

Upon termination of this Agreement, AGENT shall be allowed to complete all sales, assignments, and reconveyances in process, and AGENT shall receive the compensation which he would otherwise be entitled to under this Agreement and the normal service charges on money collected. Additionally, the Agent, Treasurer, and County Clerk, shall furnish to the County Board Chairman and Administrator full and accurate records of all annual tax buyer certificate issuances, tax buyer certificates awarded/redeemed/unredeemed, owner redemptions, deed transfers into the Trust, deed transfers out of the Trust, purchase contracts not fully executed, petitions for tax deed, auction records, sales-in-error filed and granted, accounting of proceeds, interests, and fees, and other pertinent records relative to the management of the Trust and transition of agency.

This Agreement entered into and signed at the County Office Building of Winnebago County, Illinois this ____ day of _____, 2019.