



WINNEBAGO COUNTY

— ILLINOIS —

2nd REVISED

AGENDA

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

Thursday, October 24, 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 – Region 1 Planning Council: Trustee Program (Michael Dunn Jr. & Eric Setter)
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**
 - Trustee Program Agent
 - Barber Colman/Alternative location for Advanced Technology Center
 - Thank you to Caucus Chairs
 - Disclosure
 1. County designee to WINGIS Board: Chris Dornbush (on-going)
 2. County designee to RMAP Board: Carlos Molina (replacing Joe Vanderwerff)
 3. RACVB County Board Liaison: Dan Fellars
 4. RACVB County Staff Designee: Tiana McCall (on-going)

9. **County Administrator’s Report..... Interim County Administrator Steve Chapman**
10. **Department Head Updates.....Department Heads**
11. **Unfinished Business Chairman Frank Haney**
- A. 911 Update
 - B. Capital Improvement Plan Update
 - C. Closed session committee minutes: May 2
 - D. Cherry Valley TIF Report
12. **New Business.....Chairman Frank Haney**
- A. Recommendation on Project E - \$150,000 from Host Fees. Carry-over from FY '19 (Refer for Economic Development Committee)
 - B. Board Appointment, Otter Creek Lake Utility District
 - 1. Reappoint Edwin Herrman, Davis, IL, October 2019-October 2024 (Resume attached)
13. **Standing Committee Reports Chairman Frank Haney**
- A. Operations & Administrative Committee **Keith McDonald, Committee Chairman**
 - 1. Committee Report
 - 2. Resolution Authorizing the Execution of a Contract with Region 1 Planning Council to Act as the County of Winnebago’s Agent in the Operation of a Delinquent Tax Program
 - 3. Ordinance Amending Chapter 70 of the Winnebago County Code of Ordinances Related to Waste Haulers and Solid Waste to be laid over
 - 4. Resolution Authorizing the Establishment of Winnebago County Community Mental Health Board
 - 5. Resolution Authorizing the Chairman of the County Board to Execute Agreement with National Able Network
 - B. Finance Committee.....**Jaime Salgado, Committee Chairman**
 - 1. Resolution Authorizing an Increase in the Salary of the Winnebago County Public Defender
 - 2. Resolution Authorizing Execution of Intergovernmental Cooperation Agreement for the Operation and Funding of the Winnebago County Emergency Telephone System
 - 3. Resolution Authorizing the Settlement of Pending Litigation
 - C. Zoning Committee **Jim Webster, Committee Chairman**

Planning and/or Zoning Requests:

 - 1. SU-07-19 A Special Use Permit for a Retreat Center (on a +/-25 acre zoning lot) in the AG, Agriculture Priority District for property that is commonly known as 10076 Fish Hatchery Road, Pecatonica, IL 61063 in Burritt Township, District 1 to be laid over
 - 2. Committee Report

- D. Economic Development Committee..... **Jas Bilich, Committee Chairman**
 - 1. Committee Report
 - 2. State’s Attorney’s Presentation on Cannabis Tax
 - 3. Ordinance Amending the Winnebago County Code of Ordinances by the addition of Article VI to Chapter 78, Imposing a County Cannabis Retailer’s Occupation Tax to be laid over
 - 4. Ordinance Amending the Winnebago County Code of Ordinances to Provide for Video Gaming as Allowed by the Illinois Video Gaming Act to be laid over
 - 5. Resolution Abating Property Taxes for Ten (10) Years on Real Estate Commonly known as the Magic Waters Waterpark located at 7820 North Cherryvale Boulevard, Cherry Valley, Illinois owned by Rockford Park District (“RPD”) and Legally Described in Exhibit “A” Attached Hereto

- E. Personnel and Policies Committee.....**David Fiduccia, Committee Chairman**
 - 1. Committee Report
 - 2. Resolution Fixing County Holiday Schedule for 2020
 - 3. Resolution Authorizing Execution of an Intergovernmental Agreement with the City of Rockford for Animal Services
 - 4. Resolution to Adopt the Annual 1,000 Hour Standard for IMRF Participation
 - 5. Resolution to Approve Truck Purchase for River Bluff Nursing Home

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

- D. Public Safety Committee.....**Aaron Booker, Committee Chairman**

- 14. Announcements & Communications.....Clerk Lori Gummow**
 - A. Correspondence (see packet)

- 15. Consent Agenda.....Chairman Frank Haney**
 - A. Raffle Report
 - B. Approval of September 26, 2019 minutes
 - C. Layover of October 10, 2019 minutes
 - D. Bills

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

Next Meeting: Thursday, November 14, 2019

CHAIRMAN'S REPORT

ADMINISTRATOR'S REPORT

UNFINISHED BUSINESS

NEW BUSINESS



Executive Summary

Date: October 21, 2019

From: County Board Chairman Frank Haney

Topic: **Board Appointment**

State of Illinois Public Act 099-0634 requires disclosure of appointments to local public entities.

County Code Chapter 2, Article II, Division 4, Section 2-88 states, "The chairman shall make all appointments to commissions, boards, authorities, or special districts with the advice and consent of the county *board*, or as otherwise provided by law."

Recommendation: County Board Chairman Frank Haney recommends the following person(s) to serve as County appointees.

.....

Edwin Herrman of Rockford, Illinois, to serve a 5-year term from October 2019-October 2024 on the Otter Creek Lake Utility District Board.

About the Otter Creek Lake Utility District	
Location:	1284 Lake Summerset Road, Davis, IL 61019
Service Description:	Multi County water and sewer utility that serves the Lake Summerset subdivision in Winnebago and Stephenson County
Board Composition:	Three trustees, appointed by the Winnebago County Board Chairman with advice and consent of the County Board
Origin of Entity:	Public corporation existing pursuant to the Illinois Public Water District Act 70 ILCS 3705/0.01
Property Tax/Funding:	Charges for services for water and sewer
Consolidation/ Dissolution Plan:	<i>If applicable</i>
Compensation:	None

G. MICHAEL SCHEURICH
JAMES E. TUNEBERG
EDWARD M. MAHER
JOHN D. LANPHER
LORI E. MCGIRK
JAMES A. RODRIGUEZ

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LAWYERS



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STANLEY H. GUYER (1903-1986)
EDWARD J. ENICHEN (1929-2009)
ANN M. DITTMAR, Of Counsel
ADRIAN C. CROW, Of Counsel

scheurich@guyerlaw.com

COPY

June 4, 2019

Mr. Frank Haney
Winnebago County Board Chairman
Winnebago County Board Office
404 Elm Street, Room 533
Rockford, IL 61101

Re: Otter Creek Lake Utility District

Dear Mr. Haney:

Mr. Edwin L. Herrman became a trustee for the Otter Creek Lake Utility District in November, 2014. He has served in a responsible, intelligent manner, and has expressed a willingness to be appointed for another five year term as a trustee. The Otter Creek Board of Trustees has approved his nomination. A copy of his resume from the 2014 application is enclosed.

We request that the Winnebago County Board re-appoint Mr. Herrman. Please advise the undersigned, as Secretary of the Board, of his re-appointment at your earliest convenience. If you need anything further on his behalf, please contact me immediately.

Very truly yours,

G. MICHAEL SCHEURICH

GMS/arr
Enclosure

5/4
7/8/19

Edwin L. Herrman

1355 Chadwick Court
Davis, IL 61019

herrmanev@gmail.com

Home Phone: 815/248-9170
Work Phone: 608/329-8300
Cell Phone 815/266-2470

OBJECTIVE

Seeking a business culture that recognizes the contribution of the human resources function to the organization and which would utilize my abilities as part of the senior management team.

EXPERIENCE SUMMARY

Human Resources generalist with both union and non-union experience; with multi-facility responsibility, including international experience. Continued career development has provided broad experience in such areas as:

- Employee Relations
- Union Avoidance/Campaign Experience
- Union Experience
- Safety
- Training & Development
- Compensation/Benefits Development Administration
- Policy Development
- Staffing/Recruitment
- Government Compliance/Litigation

EMPLOYMENT

Monroe Truck Equipment
Monroe, Wisconsin

Director, Human Resources, 1995 - Present

Accepted newly-created position as HR Director reporting to the President of a privately owned non-union manufacturing and distribution corporation with 6 Midwest operations. Responsibilities include all generalist duties. Work closely with the owners, upper management and site managers. Through the development of proactive staff, have established human resources as an integral part of the organization. Department focus on (1) providing prompt, courteous response to internal/external issues; (2) continuous review of company practices and procedures to comply with ever-changing requirements; and (3) serve as an information resource to aid in the ongoing development of our workforce.

DFT Lighting
Elgin, Illinois

Director, Human Resources 1993 - 1995

Recruited by East Coast Corporation to direct all H.R. activities in a relocation of their lighting fixture manufacturing and distribution division from Cleveland, Ohio. Directive was to create a team-oriented culture/operation from the ground floor. This required the development and implementation of all H.R. functions, i.e., wage/salary structure, staffing/recruitment at all levels, policy and benefit development, training, safety, etc. Additional responsibilities included managing the H.R. activities for a satellite manufacturing facility located in Tijuana, Mexico.

EMPLOYMENT, Continued

Edwin L. Herrman

CTS Corporation, Frequency Controls

Sandwich, Illinois

Director, Human Resources 1985 - 1993

Responsibility for multi-facility (2 domestic, 1 foreign) international electronics components manufacturer. Human Resources generalist functions including staffing/recruitment, wage/salary administration, safety/OSHA, benefits, OFCC/AAP, policy/procedure development, employee relations/involvement programs and training/development in a TQM environment. Served on Corporate H. R. Task Force charged with evaluating Human Resource programs for all divisions. In this capacity, set policy and recommended benefit structures, i.e., implemented 401K plan, changed insurance administration from self to 3rd party, set policy to comply with ADA and Family Leave.

Central Soya / Seaboard Corporation, Inc.

Canton, Georgia / Athens, Georgia

Personnel Manager 1979 - 1985

Initial assignment as Generalist for 500+ employee non-union food processor, encompassing wage, salary and benefits administration, training (emphasis on first line supervision), safety, recruitment (all levels), management practices development, AAP, emphasis on maintaining non-union status (defeated Teamsters September 1980, 1981, and 1982). Duties expanded to include 950 employee unionized facility in Athens, Georgia and 500 employee unionized facility in Chattanooga, Tennessee. In addition to all generalist functions, was chief spokesman for grievance matters to arbitration level. Management representative for two contract negotiations. Task force team member charged with evaluating appropriateness of major acquisition.

CTS Corporation

Berne, Indiana / Elkhart, Indiana

Assistant Corporate Personnel Director, Elkhart, Indiana 1975 - 1979

As Personnel Generalist assisted subsidiary locations, both union and non-union, with their personnel issues, monitored subsidiary compliance with state and federal regulations, internal corporate procedures and union contracts.

Assistant Personnel Manager, Berne, Indiana 1973 - 1975

Personnel Generalist for 1,000+ employee electronic component manufacturer.

EDUCATION

B.S., Business Administration, Indiana University (Bloomington, Indiana), Personnel and Industrial Relations Concentration). Throughout career have served on higher education boards/committees as industry representative.

OPERATIONS & ADMINISTRATIVE COMMITTEE

RESOLUTION

of the

COUNTY BOARD OF THE COUNTY OF WINNEBAGO, ILLINOIS

SUBMITTED BY: OPERATIONS AND ADMINISTRATIVE COMMITTEE

2019 CR

**RESOLUTION AUTHORIZING THE EXECUTION OF A CONTRACT
WITH REGION 1 PLANNING COUNCIL TO ACT AS THE COUNTY OF
WINNEBAGO'S AGENT IN THE OPERATION OF A DELINQUENT TAX PROGRAM**

WHEREAS, since 1997 the County of Winnebago has operated a delinquent tax program pursuant to section 21-90 of the Illinois Property Tax Code; and

WHEREAS, in May of 2019 the County sent out a Request for Qualifications for the purpose of updating its contract with an agent to operate the County's delinquent tax program; and

WHEREAS, after reviewing the responses received to the Request for Qualifications, County Board Chairman Frank Haney has decided he intends to appoint the Region 1 Planning Council to act as the County's agent in the operation of a delinquent tax program; and

WHEREAS, the Operations and Administrative Committee finds it is in the best interests of the citizens and taxing bodies in Winnebago County, Illinois for the County to continue to operate a delinquent tax program, and for Region 1 Planning Council to act as the County's agent in the operation of that program.

NOW, THEREFORE, BE IT RESOLVED, by the County Board of the County of Winnebago, Illinois, that the Winnebago County Board Chairman is County Board hereby authorized and directed to, on behalf of the County of Winnebago, enter into a contract with Region 1 Planning Council to act as the County's agent in the operation of a delinquent tax program.

BE IT FURTHER RESOLVED, that any contract entered into by the Chairman pursuant to the authority granted by this Resolution shall contain substantially the same terms as the contract 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 directed to prepare and deliver a certified copy of this Resolution to Eric Setter, Land Bank Coordinator, 313 N. Main Street, Rockford, Illinois 61101.

Respectfully submitted,

OPERATIONS AND ADMINISTRATIVE COMMITTEE

AGREE

Keith McDonald, Chairman

Paul Arena

John Butitta

Jean Crosby

Joe Hoffman

Dorothy Redd

Jaime Salgado

DISAGREE

Keith McDonald, Chairman

Paul Arena

John Butitta

Jean Crosby

Joe Hoffman

Dorothy Redd

Jaime Salgado

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

**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 employee of 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 it 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.

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

Keith McDonald, Chairman

Jean Crosby

John Butitta

Joe Hoffman

Dorothy Redd

Jaime Salgado

Paul Arena

DISAGREE

Keith McDonald, Chairman

Jean Crosby

John Butitta

Joe Hoffman

Dorothy Redd

Jaime Salgado

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

Keith McDonald, Chairman

Paul Arena

John Butitta

Jean Crosby

Joe Hoffman

Dorothy Redd

Jaime Salgado

DISAGREE

Keith McDonald, Chairman

Paul Arena

John Butitta

Jean Crosby

Joe Hoffman

Dorothy Redd

Jaime Salgado

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

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

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

Keith McDonald, Chairman

Paul Arena

John Butitta

Jean Crosby

Joe Hoffman

Dorothy Redd

Jaime Salgado

DISAGREE

Keith McDonald, Chairman

Paul Arena

John Butitta

Jean Crosby

Joe Hoffman

Dorothy Redd

Jaime Salgado

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

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

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

National Able Network, Inc.

Host Agency [Click or tap here to enter text.](#)

Name:

Address: [Click or tap here to enter text.](#)

Address: [Click or tap here to enter text.](#)

Name: [Click or tap here to enter text.](#)

Name: [Click or tap here to enter text.](#)

Signature:
[Click or tap here to enter text.](#)

Signature:
[Click or tap here to enter text.](#)

Date: [Click or tap to enter a date.](#)

Date: [Click or tap to enter a date.](#)

Email: [Click or tap here to enter text.](#)

Email: [Click or tap here to enter text.](#)

Phone: [Click or tap here to enter text.](#)

Phone: [Click or tap here to enter text.](#)

FINANCE COMMITTEE

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

Submitted by: Finance Committee

2019 CR

**RESOLUTION AUTHORIZING AN INCREASE IN THE SALARY
OF THE WINNEBAGO COUNTY PUBLIC DEFENDER**

WHEREAS, the County of Winnebago, Illinois, is responsible for the salary of the Winnebago County Public Defender; and

WHEREAS, the salary of a county public defender is established by 55 ILCS 5/3-4007 at 90% of the compensation of the state's attorney of the county, 66 2/3 % of which is to be reimbursed by the State; and

WHEREAS, the General Assembly has recently increased the salary of the Winnebago County State's Attorney necessitating an adjustment in the salary of the Winnebago County Public Defender.

NOW, THEREFORE, BE IT RESOLVED, by the County Board of the County of Winnebago that the salary of the Winnebago County Public Defender shall be adjusted to be 90% of the current salary of the Winnebago County State's Attorney retroactive to the date the change in the State's Attorney's salary became effective.

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 to prepare and deliver certified copies of this Resolution to the Chief Judge of the 17th Judicial Circuit, the Winnebago County Public Defender and the Winnebago County Finance Department.

Respectfully Submitted,
FINANCE COMMITTEE

AGREE

Jaime Salgado, Chairman

Steve Schultz

Keith McDonald

Dave Boomer

Dave Fiduccia

Joe Hoffman

Burt Gerl

DISAGREE

Jaime Salgado, Chairman

Steve Schultz

Keith McDonald

Dave Boomer

Dave Fiduccia

Joe Hoffman

Burt Gerl

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

Tiana McCall, Clerk of the
County Board of the
County of Winnebago, Illinois

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

SUBMITTED BY: FINANCE AND PUBLIC SAFETY COMMITTEES

2019 CR

**RESOLUTION AUTHORIZING EXECUTION OF INTERGOVERNMENTAL
COOPERATION AGREEMENT FOR THE OPERATION AND FUNDING OF
THE WINNEBAGO COUNTY EMERGENCY TELEPHONE SYSTEM**

WHEREAS, the County of Winnebago wishes to enter into an Intergovernmental Agreement with the City of Rockford for the Operation and Funding of the Winnebago County Emergency Telephone System; and

WHEREAS, the County and the City have negotiated an agreement containing the terms for the obligations of the parties, 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 the City of Rockford for the Operation and Funding of the Winnebago County Emergency Telephone System, 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,

Finance Committee

AGREE



Jaime Salgado, Chairman

DISAGREE

Jaime Salgado, Chairman

Dave Boomer



Dave Fiduccia



Burt Gerl



Joe Hoffman



Keith McDonald

Steve Schultx

Dave Boomer

Dave Fiduccia

Burt Gerl


Joe Hoffman

Keith McDonald

Steve Schultx

Public Safety Committee

AGREE



Aaron Booker, Chairman



Paul Arena



John Butitta



Dan Fellars



Angie Goral



Dorothy Redd

Fred Wescott

DISAGREE

Aaron Booker, Chairman

Paul Arena

John Butitta

Dan Fellars

Angie Goral

Dorothy Redd

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 of Board
of the County of Winnebago, Illinois

**INTERGOVERNMENTAL AGREEMENT FOR
THE OPERATION AND FUNDING OF THE
WINNEBAGO COUNTY EMERGENCY TELEPHONE SYSTEM**

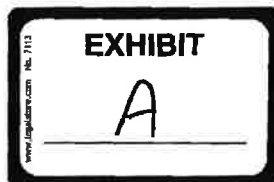
THIS AGREEMENT made this _____ day of _____, 2019 by and between the County of Winnebago, a body politic and corporate, (hereinafter referred to as the "County"), the City of Rockford, a municipal corporation, (hereinafter referred to as the "City"); and, the Winnebago County Emergency Telephone System Board (hereinafter referred to as "ETSB"), and

WITNESSETH

WHEREAS, Article VII, Section 10(a) of the 1979 constitution of the State of Illinois provides that units of local government may jointly contract or other wise 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.

WHEREAS, the County, and the City, presently share police communication services pursuant to an Intergovernmental Agreement dated January 16, 1985 (the "PSB Agreement"), however, on or about July 1, 2003, Winnebago County notified the City of their intention to provide their own police communication services; and

WHEREAS, on June 9, 1988, the County created the ETSB for the purpose of planning and implementing a 9-1-1 system and administering the funds received from the surcharge (the "Surcharge Funds") on telephone bills imposed under Section 15.3 of the Emergency Telephone System Act, 50 ILCS 750/15.3 and Section 17 of the Wireless Emergency Telephone Safety Act, 50 ILCS 751/17; and

WHEREAS, the County having imposed a County-wide surcharge for an Emergency Telephone System, has accepted the responsibility to fund that system on a County-wide basis should Surcharge Funds be insufficient to cover those costs; and

WHEREAS, the ETSB submitted a plan which was approved by the Illinois Commerce Commission establishing one primary public safety answering point (PSAP) for the receipt of 9-1-1 calls and their subsequent dispatch; and

WHEREAS, the Illinois Commerce Commission requires emergency telephone systems to have a primary and back-up PSAP; and

WHEREAS, currently the primary PSAP which receives all 9-1-1 emergency calls originating in the County of Winnebago except those originating in the City of Loves Park, is located in a building housing the City's Fire Department Administrative Offices located at 204 South First Street, Rockford, Illinois; and

WHEREAS, currently the secondary or back-up PSAP, which receives all calls originating in the County of Winnebago within the City of Loves Park, is located at the City of Loves Park Police Department, however the City of Loves Park no longer wants to operate the secondary PSAP; and

WHEREAS, the ETSB commissioned a study of the 9-1-1 operations and that study recommended the construction of at least one new PSAP and the renovation of the current primary PSAP; and

WHEREAS, the City and the County desire to split the call taking responsibilities; the City receiving and dispatching all 9-1-1 calls originating within the City of Rockford and the County receiving and dispatching all calls originating within Winnebago County but outside of the City of Rockford; and

WHEREAS, there will then be two primary PSAPs, one for all emergency calls that originate in the City of Rockford, located at the renovated former Primary PSAP, and one for emergency calls that originate outside of the City of Rockford which will be located at a newly constructed PSAP at 4511 North Main Street, Rockford, Illinois; and

WHEREAS, the City PSAP will be the back-up for the County PSAP and the County PSAP will act as the back-up for the City PSAP; and

WHEREAS, it is recognized by all parties to this agreement that the ETSB used its revenues to build these facilities to equip them for PSAP and dispatch functions only, that any other use is prohibited.

NOW, THEREFORE, the County, the City and the ETSB, agree as follows:

I. SITE DEVELOPMENT

- A. There will be two Primary Public Safety Answering Points for telephone calls made to the Winnebago County Emergency Telephone System by dialing the emergency numbers 9-1-1; one for all calls originating in the City of Rockford shall be in a building owned by the City located at 204 South First Street, Rockford, Illinois, presently used as the primary PSAP and as the administrative headquarters for the Rockford Fire Department (hereinafter referred to as "the City PSAP"), and one for all calls originating outside the City of Rockford which shall be located in a newly constructed building located on land owned by the County of Winnebago at 4511 North Main Street, Rockford, Illinois (hereinafter referred to as the "County PSAP"). The City PSAP will be the normal dispatch point for at least City fire and police. The County PSAP will be the normal dispatch point for at least the Winnebago County Sheriff. Each PSAP will act as the back-up for the other PSAP and is designated to receive overflow 9-1-1 calls that are unable to be answered by the other PSAP.

- B. An architect was retained by the ETSB to design both sites. The ETSB approved the construction plans for the County PSAP and shall approve the construction plans prior to award of a construction contract for the renovations to the City PSAP.
- C. The County on behalf of the ETSB, has entered into construction contracts to construct the new building to house the County PSAP. The County, on behalf of the ETSB shall enter into construction contracts for the renovations to the City PSAP.
- D. The City shall own the building housing the City PSAP and the County will own the building housing the County PSAP. All equipment, in each building, related to 9-1-1 call taking and dispatch (CAD, radio console) shall be owned by the County on behalf of the ETSB.
- E. The ETSB may use Surcharge Funds for costs of construction, leasing and maintenance of buildings attributable directly to the operation of the 9-1-1 emergency telephone system. Therefore, the County and the City agree that the facilities paid for from the Surcharge Fund shall be used in accordance with the provisions of the Emergency Telephone System Act and the regulations of the Illinois Commerce Commission. In the event such facilities cease to be used for emergency telephone system purposes, the fair market value of the County PSAP and of the

renovations to the City PSAP shall be returned by the County or the City to the Surcharge Fund and ETSB.

II. THE CITY PSAP

- A. The City, on behalf of the ETSB, shall be responsible for maintenance of the City PSAP. The City PSAP shall be available to answer all 9-1-1 calls generated in the County of Winnebago within the City of Rockford. The County, on behalf of the ETSB, shall solicit proposals for the communications equipment, computers, furnishings and other equipment necessary to fully equip the City PSAP according to the County's purchasing ordinance.
- B. The ETSB shall authorize funds from the Surcharge Fund to equip the City PSAP with the same equipment for receiving 9-1-1 emergency calls as it equips the County PSAP.

III. THE COUNTY PSAP

- A. The County, on behalf of the ETSB, shall be responsible for maintenance of the County PSAP. The County PSAP shall be available to answer all 9-1-1 calls generated in the County of Winnebago, outside of the City of Rockford. The County, on behalf of the ETSB, shall solicit proposals for the equipment, computers, furnishing, and other equipment necessary to fully equip the County PSAP according to the County's purchasing ordinance.

- B. The ETSB shall authorize funds from the Surcharge Funds, to equip the County PSAP with the same equipment for answering 9-1-1 emergency calls as it equips the City PSAP.

IV. ADMINISTRATION

- A. The County, through the ETSB, shall have primary responsibility for furnishing 9-1-1 emergency telephone services to Winnebago County pursuant to the plan reviewed and approved by the Illinois Commerce Commission. However, in order to best coordinate the 9-1-1 services and provide call answering and dispatch services to all public safety agencies participating in the plan, the County, City and the ETSB agree that the Administration of the County and City PSAPs shall be as stated below.
- B. The City shall have administrative responsibility for the 9-1-1 emergency telephone answering at the City PSAP, and the County shall have administrative responsibility for the 9-1-1 emergency telephone answering at the County PSAP, which shall include, but not be limited to, interface between the PSAP and other public safety communication agencies with response to receipt and transfer of 9-1-1 emergency calls, relations with the public safety agencies in Winnebago County served by the County PSAP, maintenance of the City PSAP, and relations with the land line telephone companies and wireless communication companies, the Illinois Commerce Commission, the ETSB, the City Council, and the

Winnebago County Board. An operating budget for each PSAP, to be satisfied from the Surcharge Funds, shall be prepared, approved by the ETSB and submitted to the County Board for its approval.

1. The City, County, and ETSB shall be responsible for the development of operating policies to the extent that they are related to 9-1-1 emergency telephone issues for both PSAPs. The City shall be responsible for all other operational policies as they relate to the City PSAP.
2. The City shall be responsible for all of the training responsibilities at both PSAPs, to the extent they are related to the 9-1-1 emergency telephone issues. The City and County shall be responsible for all other training as necessary at their respective PSAPs.
3. The City shall be responsible for maintaining the Master Street Address Guide for the Winnebago County Emergency Telephone System.

- C. Until the construction of the County PSAP is complete and the PSAP is operational, dispatch for the County Sheriff will be done at the City PSAP.

V. FUNDING

- A. The County, City and the ETSB agree that the primary source of funding for the building construction and improvements, and the initial purchase, installation and operation of the equipment at both the City PSAP and the County PSAP shall be the Emergency Telephone System Fund. This fund is established in accordance with Section 15.3(K) of the Act, 50 ILCS/750 and expenditures must be approved by the ETSB. The first priority of the Fund shall be to pay the principal and interest on the bonds issued to fund the construction of the building to house the County PSAP, the renovation of the building housing the City PSAP, and related 9-1-1 phone equipment for both sites. Thereafter, the cost of construction, improvements, and the installation, operation and maintenance of the PSAP 9-1-1 telephone equipment shall have priority over any other costs which are eligible for reimbursement under the provisions of Section 15.4(c) of the Emergency Telephone System Act, 50 ILCS 750/15.4(c). Thereafter, the operational expenses of each PSAP directly related to 911 operations shall be satisfied from the Surcharge Funds. In the event that the ETSB determines that sufficient Surcharge Funds are available for personnel expenses, disbursements, from the Fund will be made to the County or City as provided below.
- B. The County is responsible for the administration of the Surcharge Budget with final approval by the ETSB.

- C. Except as provided in this Section, and prior to the completion of the construction of the City and County PSAPs, any expenditures by the City or County related to the operation, maintenance and staffing of the City PSAP during the construction of the County PSAP which are not reimbursed from the Surcharge Fund shall be paid 60% by the City and 40% by the County. Any expenditures by the City or County related to the operation of the County PSAP during the renovation of the City PSAP which are not reimbursed from the Surcharge Fund shall be paid 60% by the City and 40% by the County. This includes all personnel costs except those designated. The aforementioned notwithstanding, the cost of any present personnel of the Rockford Fire Department who are assigned to be telephone answerers or dispatches at the primary PSAP shall be borne exclusively by the City.
- D. Once the County and City PSAPs become operational, the City and County shall be responsible for their respective personnel expenses with the following exceptions:
1. The 50% of the cost of the 9-1-1 Communications Manager, at each PSAP, shall be paid from the Surcharge Fund.
 2. The cost of the MSAG Coordinator (1) shall be paid from the Surcharge Fund.

3. The cost of the Training Supervisor shall be paid 50% by the Surcharge Fund for the purposes of 9-1-1 related training.
4. The County shall fund two (2) call answering positions at the City PSAP using the County's average salary, to include benefits, per year with each position requiring 4.6 employees per shift for 24-hour coverage. This staffing level and rate shall be subject to annual review. The total is \$646,548.40, based off of the average salary of \$70,277.
5. The cost of CAD maintenance would be split equally between City and the County until such time as Surcharge Funds are available for those expenses.

VI. CLAIMS

In the event of a claim, loss, or damage to persons or property arising out of the activities of the parties, their agents, employees or contractors pursuant to this Agreement, the parties shall confer on the proper conduct of the defense or settlement of such claim. Any costs of defense of a claim, settlement of a claim mutually agreed to by the parties, or judgment entered against either or both parties as a result of a claim shall be shared equally by the parties.

VII. OBLIGATIONS OF THE CITY AND COUNTY

The County and City shall each take appropriate action, by adoption and passage of the requisite resolutions and ordinances or otherwise to fully implement each and all provisions of this Agreement.

VIII. TERM, ANNUAL EVALUATION AND TERMINATION

The initial term of this agreement shall be one year from the date of execution by the parties. The parties shall negotiate a successor Agreement prior to the expiration of this Agreement. Either party may terminate this Agreement by giving twelve months written notice to the other party.

IX. ETSB

The parties hereto agree to seek the approval of the ETSB as to the terms of this agreement. The County hereby further agrees during the term of this agreement or any extensions hereof, to consult with the City prior to any modification of the composition or authority of the ETSB Board, as set forth in Winnebago County Board Ordinance Chapter 30 Section 61 *et seq.*, in effect on the date of approval of this agreement by the Winnebago County Board.

X. REPEALER

All resolutions or ordinances or parts of resolutions or ordinances of the parties in conflict herewith shall be and the same are hereby repealed.

XI SEVERABILITY

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.

COUNTY OF WINNEBAGO

BY: _____
FRANK HANEY, Chairman of the
County Board

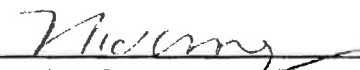
Attested this ____ day of _____, 2019:

By: _____
Clerk of Winnebago County Board

CITY OF ROCKFORD, a Municipal
Corporation

BY:  _____
THOMAS P. MCNAMARA, Mayor

Attested this 3rd day of October, 2019:

By:  _____
NICHOLAS O. MEYER, Legal Director

WINNEBAGO EMERGENCY TELEPHONE
SYSTEM BOARD

BY: _____
, Chairman

Attested this ____ day of _____, 2019:

By: _____

SPONSORED BY: JAIME SALGADO

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

SUBMITTED BY: FINANCE COMMITTEE

2019CR_____

**RESOLUTION AUTHORIZING THE SETTLEMENT
OF PENDING LITIGATION**

WHEREAS, an employee of River Bluff Nursing Home, Suzanne Delaney, has filed an Illinois Department of Human Rights (IDHR) charge of discrimination, Charge No. 2019CA2320, against the County of Winnebago; and

WHEREAS, Ms. Delaney has agreed to settle all claims she has against the County of Winnebago for the sum of Eighty Thousand Dollars (\$80,000.00); and

WHEREAS, the Finance Committee, after having reviewed the facts and circumstances of the aforementioned case and after having conferred with the Winnebago County State's Attorney, through her assistant, has determined it is in the best interests of the citizens of Winnebago County to settle this matter on the terms set forth above.

NOW, THEREFORE, BE IT RESOLVED, by the County Board of the County of Winnebago, Illinois, that the Winnebago County State's Attorney is hereby authorized to settle the aforementioned IDHR charge by paying Ms. Delaney the sum of Eighty Thousand Dollars (\$80,000.00).

BE IT FURTHER RESOLVED that the Winnebago County Treasurer, Winnebago County Clerk, and Winnebago County Finance Department are authorized and directed to prepare and deliver to the Winnebago County State's Attorney one or more County Warrants totaling \$80,000.00, payable as directed by the State's Attorney.

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

Respectfully submitted,

FINANCE COMMITTEE

AGREE

JAIME SALGADO, CHAIRMAN

STEVE SCHULTZ

KEITH McDONALD

DAVE BOOMER

DAVE FIDUCCIA

JOE HOFFMAN

BURT GERL

DISAGREE

JAIME SALGADO, CHAIRMAN

STEVE SCHULTZ

KEITH McDONALD

DAVE BOOMER

DAVE FIDUCCIA

JOE HOFFMAN

BURT GERL

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

ZONING COMMITTEE

Attachment
ZONING COMMITTEE
OF THE COUNTY BOARD AGENDA
October 24, 2019

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

PLANNING AND/OR ZONING REQUESTS:

TO BE LAID OVER:

1. SU-07-19 A Special Use Permit for a Retreat Center (on a +/- 25 acre zoning lot) in the AG, Agricultural Priority District, requested by Illinois Vipassana Association, Property Owner, represented by Paul Stenzel, Attorney, for property that is commonly known as 10076 Fish Hatchery Road, Pecatonica, IL 61063 in Burritt Township.

PIN: 10-16-100-019

C.B. District: 1

Lesa Rating: N/A

Consistent W/2030 LRMP – Future Map: N/A

ZBA Recommends: APPROVAL w/ ZBA CONDITIONS (7-0)

ZC Recommends: TBD

TO BE VOTED ON: NONE

-
2. **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, **November 13, 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 Monday, **November 25, 2019**, at 5:00 p.m. in Room 303 of the County Administration Building.

ECONOMIC DEVELOPMENT COMMITTEE

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

SUBMITTED BY: ECONOMIC DEVELOPMENT COMMITTEE

2019 CO_____

**ORDINANCE AMENDING THE
WINNEBAGO COUNTY CODE OF ORDINANCES BY THE ADDITION OF
ARTICLE VI TO CHAPTER 78, IMPOSING A COUNTY CANNABIS
RETAILERS' OCCUPATION TAX**

WHEREAS, the County of Winnebago, Illinois has the authority to adopt ordinances and to promulgate rules and regulations that pertain to its government and affairs and that protect the public health, safety and welfare of its citizens; and

WHEREAS, this Ordinance is adopted pursuant to the provisions of the Illinois County Cannabis Retailers' Occupation Tax Law, 55 ILCS 5/5-1006.8 (Act); and

WHEREAS, this Ordinance is intended to impose the tax authorized by the Act providing for a county cannabis retailers' occupation tax which will be collected by the Illinois Department of Revenue;

NOW, THEREFORE, BE IT ORDAINED by the County Board of Winnebago County, Illinois as follows:

SECTION 1. Recitals. The facts and statements contained in the preamble to this Ordinance are found to be true and correct and are hereby adopted as part of this Ordinance.

SECTION 2. Adoption of Tax. Chapter 78 of the Winnebago County Code of Ordinances of the County of Illinois ("Winnebago County Code") is hereby amended by the addition of Article VI to read as follows:

ARTICLE VI. County Cannabis Retailers' Occupation Tax.

1. Tax imposed; Rate.

(a) A tax is hereby imposed upon all persons engaged in the business of selling cannabis, other than cannabis purchased under the Compassionate Use of Medical Cannabis Pilot Program Act, at retail in the County of Winnebago, Illinois, at the rate of 3.75% of the gross receipts from these sales made in the course of that business in the unincorporated areas of the County of Winnebago, Illinois, and at the rate of 3.0% of the gross receipts from these sales made in the course of that business in a municipality located in the County of Winnebago, Illinois.

(b) The imposition of this tax is in accordance with the provisions of Section 5-1006.8 of the Illinois Counties Code (55 ILCS 5/5-1006.8).

2. Collection of tax by retailers.

(a) The tax imposed by this Ordinance shall be remitted by such retailer to the Illinois Department of Revenue (Department). Any tax required to be collected pursuant to or as authorized by this Ordinance and any such tax collected by such retailer and required to be remitted to the Department shall constitute a debt owed by the retailer to the State. Retailers may reimburse themselves for their seller's tax liability hereunder by separately stating that tax as an additional charge, which charge may be stated in combination, in a single amount, with any State tax that sellers are required to collect.

(b) The taxes hereby imposed, and all civil penalties that may be assessed as an incident thereto, shall be collected and enforced by the Department. The Department shall have full power to administer and enforce the provisions of this article.

3. Severability. If any provision of this Ordinance, or the application of any provision of this Ordinance, is held unconstitutional or otherwise invalid, such occurrence shall not affect other provisions of this Ordinance, or their application, that can be given effect without the unconstitutional or invalid provision or its application. Each unconstitutional or invalid provision, or application of such provision, is severable, unless otherwise provided by this Ordinance.

4. Effective Date. This Ordinance shall be in full force and effect from and after its passage and approval and publication as required by law, provided, however, that the tax provided for herein shall take effect for all sales on or after the first day of January, 2020. Copies of this Ordinance shall be certified and sent to the Illinois Department of Revenue.

SECTION 3. The Winnebago County Clerk is hereby directed to send a certified copy of this Ordinance immediately upon its passage to the Illinois Department of Revenue.

BE IT FURTHER ORDAINED, that the Clerk of the County Board is hereby directed to prepare and deliver certified copies of this abatement to the Winnebago County Treasurer, County Clerk, County Administrator, County Auditor, and County Planning and Economic Development Director.

Respectfully submitted,
Economic Development Committee

TO ADOPT

TO NOT ADOPT

Jas Bilich, Chairman

Jas Bilich, Chairman

Paul Arena

Paul Arena

John Butitta

John Butitta

Jean Crosby

Jean Crosby

Dan Fellars

Dan Fellars

Burt Gerl

Burt Gerl

Tim Nabors, Jr.

Tim Nabors, Jr.

Dorothy Redd

Dorothy Redd

Fred Wescott

Fred Wescott

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

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

Ayes: _____ Nays: _____ Absent: _____

West's Smith-Hurd Illinois Compiled Statutes Annotated
Chapter 55. Counties
Act 5. Counties Code (Refs & Annos)
Article 5. Powers and Duties of County Boards
Division 5-1. In General

55 ILCS 5/5-1006.8

5/5-1006.8. County Cannabis Retailers' Occupation Tax Law

Effective: August 9, 2019

Currentness

§ 5-1006.8. County Cannabis Retailers' Occupation Tax Law.

(a) This Section may be referred to as the County Cannabis Retailers' Occupation Tax Law. On and after January 1, 2020, the corporate authorities of any county may, by ordinance, impose a tax upon all persons engaged in the business of selling cannabis, other than cannabis purchased under the Compassionate Use of Medical Cannabis Pilot Program Act, at retail in the county on the gross receipts from these sales made in the course of that business. If imposed, the tax shall be imposed only in 0.25% increments. The tax rate may not exceed: (i) 3.75% of the gross receipts of sales made in unincorporated areas of the county; and (ii) 3% of the gross receipts of sales made in a municipality located in the county. The tax imposed under this Section and all civil penalties that may be assessed as an incident of the tax shall be collected and enforced by the Department of Revenue. The Department of Revenue shall have full power to administer and enforce this Section; to collect all taxes and penalties due hereunder; to dispose of taxes and penalties so collected in the manner hereinafter provided; and to determine all rights to credit memoranda arising on account of the erroneous payment of tax or penalty under this Section. In the administration of and compliance with this Section, the Department of Revenue and persons who are subject to this Section shall have the same rights, remedies, privileges, immunities, powers and duties, and be subject to the same conditions, restrictions, limitations, penalties, and definitions of terms, and employ the same modes of procedure, as are described in Sections 1, 1a, 1d, 1e, 1f, 1i, 1j, 1k, 1m, 1n, 2 through 2-65 (in respect to all provisions therein other than the State rate of tax), 2c, 3 (except as to the disposition of taxes and penalties collected), 4, 5, 5a, 5b, 5c, 5d, 5e, 5f, 5g, 5h, 5i, 5j, 5k, 5l, 6, 6a, 6bb, 6c, 6d, 8, 8, 9, 10, 11, 12, and 13 of the Retailers' Occupation Tax Act and Section 3-7 of the Uniform Penalty and Interest Act as fully as if those provisions were set forth in this Section.

(b) Persons subject to any tax imposed under the authority granted in this Section may reimburse themselves for their seller's tax liability hereunder by separately stating that tax as an additional charge, which charge may be stated in combination, in a single amount, with any State tax that sellers are required to collect.

(c) Whenever the Department of Revenue determines that a refund should be made under this Section to a claimant instead of issuing a credit memorandum, the Department of Revenue shall notify the State Comptroller, who shall cause the order to be drawn for the amount specified and to the person named in the notification from the Department of Revenue.

(d) The Department of Revenue shall immediately pay over to the State Treasurer, ex officio, as trustee, all taxes and penalties collected hereunder for deposit into the Local Cannabis Consumer Excise Tax Trust Fund.

(e) On or before the 25th day of each calendar month, the Department of Revenue shall prepare and certify to the Comptroller the amount of money to be disbursed from the Local Cannabis Consumer Excise Tax Trust Fund to counties from which retailers have paid taxes or penalties under this Section during the second preceding calendar month. The amount to be paid to each county shall be the amount (not including credit memoranda) collected under this Section from sales made in the county during the second preceding calendar month, plus an amount the Department of Revenue determines is necessary to offset any amounts that were erroneously paid to a different taxing body, and not including an amount equal to the amount of refunds made during the second preceding calendar month by the Department on behalf of such county, and not including any amount that the Department determines is necessary to offset any amounts that were payable to a different taxing body but were erroneously paid to the county, less 1.5% of the remainder, which the Department shall transfer into the Tax Compliance and Administration Fund. The Department, at the time of each monthly disbursement to the counties, shall prepare and certify the State Comptroller the amount to be transferred into the Tax Compliance and Administration Fund under this Section. Within 10 days after receipt by the Comptroller of the disbursement certification to the counties and the Tax Compliance and Administration Fund provided for in this Section to be given to the Comptroller by the Department, the Comptroller shall cause the orders to be drawn for the respective amounts in accordance with the directions contained in the certification.

(f) An ordinance or resolution imposing or discontinuing a tax under this Section or effecting a change in the rate thereof shall be adopted and a certified copy thereof filed with the Department on or before the first day of June, whereupon the Department shall proceed to administer and enforce this Section as of the first day of September next following the adoption and filing.

Credits

P.A. 86-962, Art. 5, § 5-1006.8, added by P.A. 101-27, § 900-25, eff. June 25, 2019. Amended by P.A. 101-363, § 33, eff. Aug. 9, 2019.

55 I.L.C.S. 5/5-1006.8, IL ST CH 55 § 5/5-1006.8

Current through P.A. 101-65. Some statute sections may be more current, see credits for details.

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

SUBMITTED BY: Economic Development Committee

19 OR _____

**ORDINANCE AMENDING THE WINNEBAGO COUNTY CODE OF ORDINANCES
TO PROVIDE FOR VIDEO GAMING AS ALLOWED BY THE ILLINOIS VIDEO
GAMING ACT**

WHEREAS, on July 13, 2009, the Video Gaming Act (230 ILCS 40/1 *et seq.*) (the "Act") was enacted, allowing certain licensed retail establishments to conduct video gaming; and

WHEREAS, the County of Winnebago has adopted a Code of Ordinances with Chapter 6, Article III that regulates Video Gaming Devices located within Winnebago County, Illinois; and

WHEREAS, the Act has been amended from time to time to increase to six (6) the number of video gaming terminals an entity that is operating in compliance with the Video Gaming Act (230 ILCS 40/1, 40/25) may operate; and

WHEREAS, the Act was further amended to increase to ten (10) the number of video gaming terminals a licensed large truck stop as defined in the Illinois Video Gaming Act 230 ILCS 40/1, *et seq.* may operate; and

WHEREAS, the revenue from gaming terminals fees assists the County's financial situation; and

WHEREAS, Section 6-66(3)(b) currently states as follows:

Pays to the county an annual fee of \$25.00 for each video gaming terminal upon the premises, up to a maximum of five video gaming terminal per licensed premises.

WHEREAS, the County of Winnebago desires to receive the maximum amount of revenue allowed it from video gaming devices located in the Winnebago County;

NOW, THEREFORE, BE IT ORDAINED, by the County Board of the County of Winnebago, Illinois, that Chapter 6, Section 66(b) is amended to state as follows:

Pays to the county an annual fee equal to \$25.00 or the maximum fee allowed for each video gaming terminal on the licensed premises pursuant to the Illinois Video Gaming Act 230 ILCS 40/5 *et seq.* for up to the maximum number of video gaming terminals the licensee is permitted to operate on the premises of the establishment as such establishment is defined by the Illinois Video Gaming Act 230 ILCS 40/5 *et seq.* (i.e. licensed establishment, licensed truck stop establishment, licensed veterans establishment, licensed fraternal establishment, large truck stop).

BE IT FURTHER ORDAINED, that this resolution shall be in full force and effect immediately upon its adoption; and

BE IT FURTHER ORDAINED, that the Clerk of the County Board is hereby authorized to prepare and deliver certified copies of this Ordinance to the County Administrator, Director of the Regional Planning and Economic Development Department, the Treasurer, the County Clerk, and the State's Attorney's Office, Civil Division.

Respectfully submitted,
Economic Development Committee
DISAGREE

AGREE

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 Ordinance 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

ORDINANCE
OF THE
COUNTY BOARD OF THE COUNTY OF WINNEBAGO, ILLINOIS
SUBMITTED BY: ECONOMIC DEVELOPMENT COMMITTEE

2012 CO 075

AN ORDINANCE AMENDING THE WINNEBAGO COUNTY CODE OF
ORDINANCES TO PROVIDE FOR VIDEO GAMING AS ALLOWED BY
THE ILLINOIS VIDEO GAMING ACT

WHEREAS, on July 13, 2009, the Video Gaming Act (230 ILCS 40/1 *et seq.*) (the "Act") was enacted, allowing certain licensed retail establishments to conduct video gaming; and

WHEREAS, the Act provides that a non-home rule unit of government may impose a fee for the operation of a video gaming terminal not to exceed \$25 annually for each terminal; and

WHEREAS, the revenue from the gaming terminal fee will assist in the County's fiscal situation; and

WHEREAS, it is in the best interests of the citizens of Winnebago County not to prohibit what is permitted by the Act.

NOW THEREFORE BE IT ORDAINED, by the County Board for the County of Winnebago, Illinois, as follows:

SECTION 1: Chapter 10, Article IV, of the Winnebago County Code shall be amended by adding Section 10-109 as follows:

Sec. 10-109 Inapplicability to Video Gaming Devices

The provisions in this Article IV shall not apply to any video gaming device or automatic amusement device as authorized by the Illinois Video Gaming Act (230 ILCS 40/1, *et seq.*).

SECTION 2: Chapter 6, Article I, of the Winnebago County Code shall be amended by adding Section 6-18 as follows:

Sec. 6-18 Violations of Liquor License

Proof before the Liquor Control Commission of the facts which establish a violation of any federal law, state statute, County ordinance or resolution or rule of the Illinois Liquor Control Commission or the Illinois Gaming Board shall be sufficient cause for revocation, suspension and fine of any liquor licensee, irrespective of whether or not a conviction has been obtained in any court. In addition, the licensee shall be obligated to reimburse the County for all attorney's fees incurred as a result of the prosecution of the offending licensee.

SECTION 3: Chapter 6 of the Winnebago County Code shall be amended by adding the following:

Article III. Video Gaming Terminals

Sec. 6-63 Definitions

The terms *terminal operator* and *video gaming terminal* when used in this Article shall have the meaning ascribed to them in Section 5 of the Illinois Video Gaming Act (230 ILCS 40/5).

Sec. 6-64 No Other Gambling Permitted

Nothing in this Article shall be construed to authorize, regulate, permit or license any gambling device or authorize any gambling in the County other than that which is permitted as provided in this Article III or by state or federal law.

Sec. 6-65 Permissible Locations for Video Gaming Terminals

Video gaming terminals shall be permitted in and upon licensed premises, as defined in Section 6-1 of this Chapter, if each of the following conditions is first met:

1. The use and placement thereof is in compliance with the provisions of the Video Gaming Act (230 ILCS 40/1, *et seq.*), as amended; and
2. The use and placement thereof is in compliance with the provisions of all rules promulgated by the Illinois Gaming Board pursuant to the Illinois Administrative Procedures Act; and
3. The licensee or agent of the licensee:

- (a) Files with the County Clerk a copy of the licensee's written use agreement with the terminal operator for placement of the video gaming terminals and a copy of the license issued by the Illinois Gaming Board for each video gaming terminal located at the licensed premises; and
- (b) Pays to the County an annual fee of \$25 for each video gaming terminal upon the premises, up to a maximum of five (5) video gaming terminals per licensed premises.

Sec. 6-66 Hours of Operation for Video Gaming Terminals

Licensed video gaming terminals may only be played during the legal hours of operation allowed for the consumption of alcoholic beverages on the licensed premises as set forth in Section 6-13 of this Chapter.

Sec. 6-67 Violation of Video Gaming Act Is Violation of Liquor License

If a licensee violates any provision of the Video Gaming Act, or rules and regulations of the Illinois Gaming Board, or any provision related to video gaming terminals contained in this Section, such violation shall be deemed a violation of the licensee's liquor license issued under this Chapter 6.

Sec. 6-68 Placement of Amusement Devices

All licensed video gaming terminals shall at all times be kept and placed in plain view of any person(s) who may frequent or be in any place of business where such devices are kept or used. Further, all licensed video gaming terminals shall be located in an area of the licensed premises restricted to persons 21 years of age and over, which shall be visible to at least one employee who is at least 21 years of age. SECTION 4: If any section, paragraph, subdivision, clause, sentence or provision of this Ordinance shall be adjudged by any court of competent jurisdiction to be invalid, such judgment shall not affect, impair, invalidate or nullify the remainder thereof, which remainder shall remain and continue in full force and effect.

SECTION 5: All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

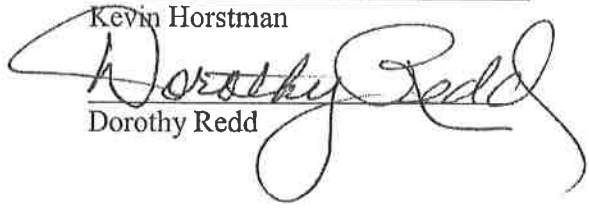
BE IT FURTHER ORDAINED, that this Ordinance Amendment shall be effective on its passage.

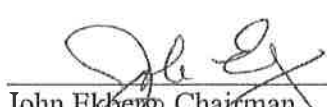
BE IT FURTHER ORDAINED, that the Winnebago County Clerk shall provide a certified copy of this Ordinance Amendment upon its adoption to the Winnebago County Liquor Commission.

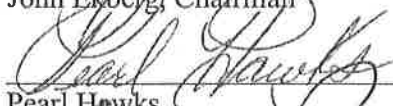
Respectfully submitted,
Economic Development Committee

Frank Gambino

Kevin Horstman


Dorothy Redd


John Ekberg, Chairman


Pearl Hawks



Dianne Parvin


L.C. Wilson

APPROVED this 25th day of October, 2012 by the
County Board of the County of Winnebago, Illinois.


Scott H. Christiansen
Chairman of the County Board
of the County of Winnebago, Illinois

Attested by:


Margie M. Mullins
Clerk of the County Board
of the County of Winnebago, Illinois

Ayes: 21 Nays: 6 Absent: 1

West's Smith-Hurd Illinois Compiled Statutes Annotated
Chapter 230. Gaming
Act 40. Video Gaming Act

230 ILCS 40/65

40/65. Fees

Effective: July 13, 2009
Currentness

§ 65. Fees. A non-home rule unit of government may not impose any fee for the operation of a video gaming terminal in excess of \$25 per year.

Credits

P.A. 96-34, § 65, eff. July 13, 2009.

230 I.L.C.S. 40/65, IL ST CH 230 § 40/65

Current through P.A. 101-66. Some statute sections may be more current, see credits for details.

End of Document

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West's Smith-Hurd Illinois Compiled Statutes Annotated
Chapter 230. Gaming
Act 40. Video Gaming Act

230 ILCS 40/25

40/25. Restriction of licensees

Effective: June 28, 2019
Currentness

§ 25. Restriction of licensees.

(a) Manufacturer. A person may not be licensed as a manufacturer of a video gaming terminal in Illinois unless the person has a valid manufacturer's license issued under this Act. A manufacturer may only sell video gaming terminals for use in Illinois to persons having a valid distributor's license.

(b) Distributor. A person may not sell, distribute, or lease or market a video gaming terminal in Illinois unless the person has a valid distributor's license issued under this Act. A distributor may only sell video gaming terminals for use in Illinois to persons having a valid distributor's or terminal operator's license.

(c) Terminal operator. A person may not own, maintain, or place a video gaming terminal unless he has a valid terminal operator's license issued under this Act. A terminal operator may only place video gaming terminals for use in Illinois in licensed establishments, licensed truck stop establishments, licensed large truck stop establishments, licensed fraternal establishments, and licensed veterans establishments. No terminal operator may give anything of value, including but not limited to a loan or financing arrangement, to a licensed establishment, licensed truck stop establishment, licensed large truck stop establishment, licensed fraternal establishment, or licensed veterans establishment as any incentive or inducement to locate video terminals in that establishment. Of the after-tax profits from a video gaming terminal, 50% shall be paid to the terminal operator and 50% shall be paid to the licensed establishment, licensed truck stop establishment, licensed large truck stop establishment, licensed fraternal establishment, or licensed veterans establishment, notwithstanding any agreement to the contrary. A video terminal operator that violates one or more requirements of this subsection is guilty of a Class 4 felony and is subject to termination of his or her license by the Board.

(d) Licensed technician. A person may not service, maintain, or repair a video gaming terminal in this State unless he or she (1) has a valid technician's license issued under this Act, (2) is a terminal operator, or (3) is employed by a terminal operator, distributor, or manufacturer.

(d-5) Licensed terminal handler. No person, including, but not limited to, an employee or independent contractor working for a manufacturer, distributor, supplier, technician, or terminal operator licensed pursuant to this Act, shall have possession or control of a video gaming terminal, or access to the inner workings of a video gaming terminal, unless that person possesses a valid terminal handler's license issued under this Act.

(e) Licensed establishment. No video gaming terminal may be placed in any licensed establishment, licensed veterans establishment, licensed truck stop establishment, licensed large truck stop establishment, or licensed fraternal establishment unless the owner or agent of the owner of the licensed establishment, licensed veterans establishment, licensed truck stop establishment, licensed large truck stop establishment, or licensed fraternal establishment has entered into a written use agreement with the terminal operator for placement of the terminals. A copy of the use agreement shall be on file in the terminal operator's place of business and available for inspection by individuals authorized by the Board. A licensed establishment, licensed truck stop establishment, licensed veterans establishment, or licensed fraternal establishment may operate up to 6 video gaming terminals on its premises at any time. A licensed large truck stop establishment may operate up to 10 video gaming terminals on its premises at any time.

(f) (Blank).

(g) Financial interest restrictions. As used in this Act, “substantial interest” in a partnership, a corporation, an organization, an association, a business, or a limited liability company means:

(A) When, with respect to a sole proprietorship, an individual or his or her spouse owns, operates, manages, or conducts, directly or indirectly, the organization, association, or business, or any part thereof; or

(B) When, with respect to a partnership, the individual or his or her spouse shares in any of the profits, or potential profits, of the partnership activities; or

(C) When, with respect to a corporation, an individual or his or her spouse is an officer or director, or the individual or his or her spouse is a holder, directly or beneficially, of 5% or more of any class of stock of the corporation; or

(D) When, with respect to an organization not covered in (A), (B) or (C) above, an individual or his or her spouse is an officer or manages the business affairs, or the individual or his or her spouse is the owner of or otherwise controls 10% or more of the assets of the organization; or

(E) When an individual or his or her spouse furnishes 5% or more of the capital, whether in cash, goods, or services, for the operation of any business, association, or organization during any calendar year; or

(F) When, with respect to a limited liability company, an individual or his or her spouse is a member, or the individual or his or her spouse is a holder, directly or beneficially, of 5% or more of the membership interest of the limited liability company.

For purposes of this subsection (g), “individual” includes all individuals or their spouses whose combined interest would qualify as a substantial interest under this subsection (g) and whose activities with respect to an organization, association, or business are so closely aligned or coordinated as to constitute the activities of a single entity.

(h) Location restriction. A licensed establishment, licensed truck stop establishment, licensed large truck stop establishment, licensed fraternal establishment, or licensed veterans establishment that is (i) located within 1,000 feet of a facility operated by an organization licensee licensed under the Illinois Horse Racing Act of 1975 or the home dock of a riverboat licensed under the Illinois Gambling Act or (ii) located within 100 feet of a school or a place of worship under the Religious Corporation

Act, is ineligible to operate a video gaming terminal. The location restrictions in this subsection (h) do not apply if (A) a facility operated by an organization licensee, a school, or a place of worship moves to or is established within the restricted area after a licensed establishment, licensed truck stop establishment, licensed large truck stop establishment, licensed fraternal establishment, or licensed veterans establishment becomes licensed under this Act or (B) a school or place of worship moves to or is established within the restricted area after a licensed establishment, licensed truck stop establishment, licensed large truck stop establishment, licensed fraternal establishment, or licensed veterans establishment obtains its original liquor license. For the purpose of this subsection, “school” means an elementary or secondary public school, or an elementary or secondary private school registered with or recognized by the State Board of Education.

Notwithstanding the provisions of this subsection (h), the Board may waive the requirement that a licensed establishment, licensed truck stop establishment, licensed large truck stop establishment, licensed fraternal establishment, or licensed veterans establishment not be located within 1,000 feet from a facility operated by an organization licensee licensed under the Illinois Horse Racing Act of 1975 or the home dock of a riverboat licensed under the Illinois Gambling Act. The Board shall not grant such waiver if there is any common ownership or control, shared business activity, or contractual arrangement of any type between the establishment and the organization licensee or owners licensee of a riverboat. The Board shall adopt rules to implement the provisions of this paragraph.

(h-5) Restrictions on licenses in malls. The Board shall not grant an application to become a licensed video gaming location if the Board determines that granting the application would more likely than not cause a terminal operator, individually or in combination with other terminal operators, licensed video gaming location, or other person or entity, to operate the video gaming terminals in 2 or more licensed video gaming locations as a single video gaming operation.

(1) In making determinations under this subsection (h-5), factors to be considered by the Board shall include, but not be limited to, the following:

(A) the physical aspects of the location;

(B) the ownership, control, or management of the location;

(C) any arrangements, understandings, or agreements, written or otherwise, among or involving any persons or entities that involve the conducting of any video gaming business or the sharing of costs or revenues; and

(D) the manner in which any terminal operator or other related entity markets, advertises, or otherwise describes any location or locations to any other person or entity or to the public.

(2) The Board shall presume, subject to rebuttal, that the granting of an application to become a licensed video gaming location within a mall will cause a terminal operator, individually or in combination with other persons or entities, to operate the video gaming terminals in 2 or more licensed video gaming locations as a single video gaming operation if the Board determines that granting the license would create a local concentration of licensed video gaming locations.

For the purposes of this subsection (h-5):

“Mall” means a building, or adjoining or connected buildings, containing 4 or more separate locations.

“Video gaming operation” means the conducting of video gaming and all related activities.

“Location” means a space within a mall containing a separate business, a place for a separate business, or a place subject to a separate leasing arrangement by the mall owner.

“Licensed video gaming location” means a licensed establishment, licensed fraternal establishment, licensed veterans establishment, licensed truck stop establishment, or licensed large truck stop.

“Local concentration of licensed video gaming locations” means that the combined number of licensed video gaming locations within a mall exceed half of the separate locations within the mall.

(i) Undue economic concentration. In addition to considering all other requirements under this Act, in deciding whether to approve the operation of video gaming terminals by a terminal operator in a location, the Board shall consider the impact of any economic concentration of such operation of video gaming terminals. The Board shall not allow a terminal operator to operate video gaming terminals if the Board determines such operation will result in undue economic concentration. For purposes of this Section, “undue economic concentration” means that a terminal operator would have such actual or potential influence over video gaming terminals in Illinois as to:

- (1) substantially impede or suppress competition among terminal operators;
- (2) adversely impact the economic stability of the video gaming industry in Illinois; or
- (3) negatively impact the purposes of the Video Gaming Act.

The Board shall adopt rules concerning undue economic concentration with respect to the operation of video gaming terminals in Illinois. The rules shall include, but not be limited to, (i) limitations on the number of video gaming terminals operated by any terminal operator within a defined geographic radius and (ii) guidelines on the discontinuation of operation of any such video gaming terminals the Board determines will cause undue economic concentration.

(j) The provisions of the Illinois Antitrust Act are fully and equally applicable to the activities of any licensee under this Act.

Credits

P.A. 96-34, § 25, eff. July 13, 2009. Amended by P.A. 96-37, § 60-5, eff. July 13, 2009; P.A. 96-38, § 25, eff. July 13, 2009; P.A. 96-1000, § 490, eff. July 2, 2010; P.A. 96-1410, § 5, eff. July 30, 2010; P.A. 96-1479, § 5, eff. Aug. 23, 2010; P.A. 97-333, § 440, eff. Aug. 12, 2011; P.A. 98-31, § 5, eff. June 24, 2013; P.A. 98-77, § 5, eff. July 15, 2013; P.A. 98-112, § 5, eff. July 26, 2013; P.A. 98-756, § 530, eff. July 16, 2014; P.A. 101-31, § 35-60, eff. June 28, 2019.

230 I.L.C.S. 40/25, IL ST CH 230 § 40/25

Current through P.A. 101-66. Some statute sections may be more current, see credits for details.

SPONSORED BY: JAS BILICH

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

SUBMITTED BY: ECONOMIC DEVELOPMENT COMMITTEE

2019 CR_____

**RESOLUTION ABATING PROPERTY TAXES FOR TEN (10) YEARS ON REAL
ESTATE COMMONLY KNOWN AS THE MAGIC WATERS WATERPARK
LOCATED AT 7820 NORTH CHERRYVALE BOULEVARD, CHERRY VALLEY,
ILLINOIS OWNED BY ROCKFORD PARK DISTRICT (“RPD”) AND LEGALLY
DESCRIBED IN EXHIBIT “A” ATTACHED HERETO.**

WHEREAS, pursuant to 35 ILCS 200/18-165(a)(7), the County of Winnebago (“COUNTY”) may order the County Clerk to abate any portion of its taxes on property located in the COUNTY that is subject to a leasehold assessment under Section 9-195 of the Illinois Property Tax Code, 35 ILCS 200/9-195, and is used exclusively for recreational facilities or for parking lots used exclusively for those facilities; and

WHEREAS, such abatement shall not exceed a period of ten years; and

WHEREAS, the total aggregate amount of abated taxes for all taxing districts within Winnebago County may not exceed \$4,000,000; and

WHEREAS, on November 8, 2018, the COUNTY approved an Intergovernmental Agreement between RPD, the COUNTY and other taxing districts to abate the taxes on the recreational facility known as Magic Waters Waterpark (“MAGIC WATERS”) on property that is more specifically described on Exhibit A, attached hereto and incorporated herein; and

WHEREAS, in the past, MAGIC WATERS was owned and operated by RPD and was exempt from real estate taxes pursuant to Section 15-105(b) of the Illinois Property Tax Code, 35 ILCS 200/15-105(b), and as a result, the COUNTY was not receiving any real estate taxes from the ownership or operation of MAGIC WATERS; and

WHEREAS, RPD has entered into a Lease with SIX FLAGS MW, LLC (“SIX FLAGS”) pursuant to which RPD agreed to lease MAGIC WATERS for ten (10) years (with three, ten (10) year options to renew) in exchange for specified rent and obligations by SIX FLAGS to make certain investments in MAGIC WATERS during the term of the Lease (“Lease”); and

WHEREAS, the parties acknowledge that the leasehold interest and appurtenances created as a result of the Lease might be subject to levy of real estate tax pursuant to Section 9-195 of the Illinois Property Tax Code, 35 ILCS 200/9-195, or otherwise under laws in effect from time-to-time; and

WHEREAS, the imposition of real estate taxes would make the leasehold arrangement financially impractical for RPD and SIX FLAGS; and

WHEREAS, as a result, RPD, the COUNTY, and other taxing districts entered into the Intergovernmental Agreement to provide for the abatement of any real estate taxes which may be assessed against the property as the consummation of the Lease will bring benefit to the community

in the form of investments in MAGIC WATERS, greater operational efficiencies, potentially expanded uses, and increased marketing potential within the SIX FLAGS brand.

NOW, THEREFORE, the County Board of the County of Winnebago, Illinois, hereby orders the Winnebago County Clerk to abate the County of Winnebago's share of the real estate taxes that may be levied against the property identified in Exhibit A hereto and commonly known as MAGIC WATERS located at 7820 North Cherryvale Boulevard, Cherry Valley, Illinois (the "Property") as follows:

1. The COUNTY hereby abates 100% of all real estate taxes levied against SIX FLAGS leasehold interest and appurtenances (i) in MAGIC WATERS as it currently exists; and (ii) in any development thereof during the term of the abatement that is either directly related to or necessary for the operation of MAGIC WATERS.

2. The COUNTY fully abates all such real estate taxes until the first to occur of (i) ten (10) years from the Commencement Date of the Lease, effectively levy years 2019-2028; or (ii) the termination of the Lease.

3. For avoidance of doubt, the portion of any leasehold interest that relates to any commercial or retail developments that are not directly related to or necessary for the operation of MAGIC WATERS and are constructed on any land that is undeveloped as of the Commencement Date under the Lease is not included within the scope of the real estate taxes being abated hereto in accordance with this abatement.

4. A. Pursuant to Section 5 of the Illinois Intergovernmental Cooperation Act, and the Intergovernmental Agreement entered into between RPD, the COUNTY, and other taxing districts, the COUNTY hereby transfers to the Park District Board of Commissioners the authority to extend the abatement described in Paragraphs 1 and 2 of this Resolution upon the expiration of 10 years if the Lease (as such may be amended or modified from time-to-time) is still in effect; provided, however, that the authority transferred hereunder shall not permit any extension that, together with the original abatement described in Paragraphs 1 and 2 hereof extends (i) beyond the expiration or termination of the Lease; or (ii) longer than the period then permitted by applicable law; or (iii) more than twenty (20) years from the beginning of the original abatement described in Paragraphs 1 and 2 of this Resolution.

B. Notwithstanding the foregoing, nothing in this Agreement shall transfer to the Park District Board of Commissioners, the COUNTY's authority to abate any real estate taxes arising from (directly or indirectly) any leasehold interest or any commercial or retail developments that are not directly related to or necessary for the operation of MAGIC WATERS and are constructed on any land that is undeveloped as of the Commencement Date under the Lease.

BE IT FURTHER RESOLVED, that in the event the Lease between RPD and SIX FLAGS terminates for any reason before the abatement period provided for herein expires, then the abatement shall cease.

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

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

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:

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

PINS

12-35-276-003

12-35-252-009

12-35-426-001

12-35-426-002

Legal Description

Part of the East Half (1/2) of Section 35, Township 44 North, Range 2 East of the Third (3rd) Principal Meridian, bounded and described as follows, to-wit: Beginning at the Southwest corner of the East Half (1/2) of the Northeast Quarter (1/4) of said Section 35; thence North 4 degrees 34' 34" West, 401.32 feet; thence North 18 degrees 53' 16" West, 197.17 feet; thence North 71 degrees 6' 44" East, 355.76 feet; thence South 83 degrees 28' 20" East, 87.27 feet; thence North 73 degrees 31' 7" East, 600.08 feet, to the West line of the property conveyed by Fred A. and Emma E. Davis to the Illinois State Toll Highway Commission, recorded in Book 1037 of Deeds on Page 37 4 in the Recorder's Office of Winnebago County, State of Illinois; thence South 30 degrees 15' 52" East, 244.96 feet along the West line of said property conveyed to the Illinois State Toll Highway Commission; thence South 2 degrees 45' 23" West, 302.33 feet along said West line; thence South 22 degrees 55' 56" West, 520.32 feet along said West line; thence North 67 degrees 4' 4" West, 710.13 feet; thence South 46 degrees 43' 18" West, 212.99 feet to the place of beginning; situated in the County of Winnebago and the State of Illinois, together with a non-exclusive Perpetual Easement for ingress and egress over the following described premises: Part of the Northeast Quarter (1/4) of Section 35, Township 44 North, Range 2 East of the Third (3rd) Principal Meridian, bounded and described as follows, to-wit: Commencing at the Southwest corner of the East Half (1/2) of the Northeast Quarter (1/4) of said Section 35; thence North 4 degrees 34' 34" West, Four Hundred One and Thirty-two Hundredths (401.32) feet; thence North 18 degrees 53' 16" West, One Hundred Ninety-seven and Seventeen Hundredths (197.17) feet to the place of beginning; thence South 71 degrees 6' 44" West, Sixty-four and Nine Hundredths (64.09) feet to a point of curvature with a circular curve to the right having a radius of One Thousand Forty and No Hundredths (1040.00) feet; thence Southwesterly along said circular curve to the right, to a point of tangency and the intersection with its chord bearing South 80 degrees 32' 26" West, Three Hundred Forty and Seventy-four Hundredths (340.74) feet; thence South 89 degrees 58' 9" West, Seven Hundred Eighty-five and Twenty Hundredths (785.20) feet to the East Right-of-Way line of Bell School Road; thence North 1 degrees 6' 28" East, Eighty and Two Hundredths (80.02) feet along said East right-of-way line; thence North 89 degrees 58' 9" East, Seven Hundred Eighty-three and Sixty-one Hundredths (783.61) feet to a point of curvature with a circular curve to the left having a radius of Nine Hundred Sixty and No Hundredths (960.00) feet; thence Northeasterly along said circular curve to the left to a point of tangency and the intersection with its chord bearing North 80 degrees 32' 26" East, Three Hundred Fourteen and Fifty-three Hundredths (314.53) feet; thence North 71 degrees 6' 44" East, Five Hundred and Thirty Hundredths (500.30) feet; thence South 18 degrees 53' 16" East, Forty and No Hundredths (40.00) feet to a point of curvature with a circular curve to the right having a radius of One Thousand Eight Hundred Forty-four and Seventy-two Hundredths (1844.72) feet; thence Southeasterly along said circular curve to the right, to the intersection with its chord bearing South 17 degrees 41' 5" East, Seventy-seven and Forty-seven Hundredths (77.47) feet; thence North 83 degrees 28' 20" West, Eighty-seven and Twenty-seven Hundredths (87.27) feet; thence South 71 degrees 6' 44" West, Three Hundred Fifty-five and Seventy-six Hundredths (355.76) feet to the place of beginning.

ALSO, part of the East Half (1 /2) of Section 35, Township 44 North, Range 2 East of the Third (3rd) Principal Meridian, bounded and described as follows, to-wit: Beginning at the Southwest corner of the East Half (1 /2) of the Northeast Quarter (1/4) of said Section 35; thence North 46 degrees 43' 18" East, Two Hundred Twelve and Ninety-nine Hundredths (212.99) feet; thence South 67 degrees 4' 4" East, Seven Hundred Ten and Thirteen Hundredths (710.13) feet to the West line of the property conveyed by Fred A. and Emma E. Davis to the Illinois State Toll Highway Commission, recorded in Book 1037 of Deeds on Page 374 in the Recorder's Office of Winnebago County, State of Illinois; thence South 22 degrees 55' 56" West One Thousand Two Hundred Ninety-eight and No Hundredths (1298.00) feet along the West line of said property conveyed to the Illinois State Toll Highway Commission, to the South line of the Northeast Quarter (1 /4) of the Southeast Quarter (1/4) of said Section 35; thence South 89 degrees 48' 18" West, Three Hundred Thirty-one and Sixty-three Hundredths (331.63) feet along said South line to the West line of the East Half (1 /2) of said Southeast Quarter (1 /4); thence North 1 degrees 13' 18" East, One Thousand Three Hundred Twenty-seven and Fifty-three Hundredths (1327.53) feet along said West line, being the East line of Plat No. 3 of Cherry Crest, being a Subdivision of part of the West Half (1/2) of the Southeast Quarter (1/4) of said Section 35, the Plat of which is recorded in Book 32 of Plats on Page 43 in said Recorder's Office, and the East line of Plat No. 2 of Cherry Crest, being a Subdivision of part of the West Half (1/2) of the Southeast

Quarter (1/4) of said Section 35, the Plat of which is recorded in Book 26 of Plats on Page 113 in said Recorder's Office to the place of beginning; situated in the County of Winnebago and State of Illinois.

ALSO, part of the Northeast Quarter (1/4) of Section 35, Township 44 North, Range 2 East of the Third Principal Meridian, bounded and described as follows, to-wit: Commencing at the Northeast corner of Lot Nine (9), as designated upon Plat No. 2 of Cherry Crest Subdivision, being a Subdivision of part of the West Half (1/2) of the Southeast Quarter (1/4) of Section 35, Township 44 North, Range 2 East of the Third Principal Meridian, the Plat of which Subdivision is recorded in Book 26 of Plats on Page 113 in the Recorder's Office of Winnebago County, Illinois, said point of commencement also being the Southwest corner of the East Half (1/2) of the Northeast Quarter (1/4) of said Section; thence North 04 degrees 34' 34" West, 401.32 feet; thence North 18 degrees 53' 16" West, 197.17 feet to the Northwest corner of premises conveyed to the Rockford Park District, a Municipal Corporation by Deed recorded in Microfilm No. 9009-2043 in said Recorder's Office and to the point of beginning for the following described parcel; thence South 16 degrees 32' 35" West, 320.68 feet; thence South 82 degrees 08' 24" West, 215.00 feet; thence North 13 degrees 18' 42" West, 267.73 feet; thence North 01 degrees 15' 53" East, 378.41 feet; thence North 89 degrees 58' 09" East, 163.87 feet; thence North 70 degrees 57' 02" East, 442.25 feet; thence South 18 degrees 53' 16" East, 50.00 feet; thence North 66 degrees 21' 37" East, 80.28 feet; thence South 18 degrees 53' 16" East, 266.53 feet; thence Southeasterly along a circular curve to the right having a radius of 1844.72 feet and whose center lies to the West, an arc distance of 77.48 feet to its intersection with the Northerly line of said premises so conveyed to the Rockford Park District as aforesaid (the chord across the last described circular curve course lies South 17 degrees 24' 31" East, 77.48 feet); thence North 83 degrees 28' 20" West, along the Northerly line of said premises so conveyed to the Rockford Park District as aforesaid, a distance of 87.27 feet; thence South 71 degrees 06' 44" West, along the Northerly line of said premises so conveyed to the Rockford Park District as aforesaid, a distance of 355.78 feet to the point of beginning; situated in the County of Winnebago and the State of Illinois.

ALSO, part of the Northeast Quarter (1/4) of Section 35, Township 44 North, Range 2 East of the Third Principal Meridian, bounded and described as follows, to-wit: Beginning at the Northeast corner of Lot Nine (9) as designated upon Plat No. 2 of Cherry Crest Subdivision, being a Subdivision of part of the West Half (1/2) of the Southeast Quarter (1/4) of Section 35, Township 44 North, Range 2 East of the Third Principal Meridian, the Plat of which Subdivision is recorded in Book 26 of Plats on Page 113 in the Recorder's Office of Winnebago County, Illinois, said point of beginning also being the Southwest corner of the East Half (1/2) of the Northeast Quarter (1/4) of said Section; thence South 89 degrees 58' 09" West along the South line of the Northeast Quarter (1/4) of said Section 35, a distance of 400.00 feet; thence North 00 degrees 01' 51" West, 250.00 feet; thence North 82 degrees 08' 24" East, 215.00 feet; thence North 16 degrees 32' 35" East, 320.68 feet to the Northwest corner of premises conveyed to the Rockford Park District, a Municipal Corporation by Deed recorded in Microfilm No. 9009-2043 in said Recorder's Office; thence South 18 degrees 53' 16" East, 197.17 feet; thence South 04 degrees 34' 34" East, 401.32 feet to the point of beginning (the last two previous calls being along the Westerly lines of said premises so conveyed to the Rockford Park District as aforesaid); situated in the County of Winnebago and State of Illinois.

STATE OF ILLINOIS,
COUNTY OF WINNEBAGO } ss.

I, TIANA J. McCALL, County Clerk in and for said County, in the State aforesaid, do hereby certify that I have compared the foregoing attached copy of:

**RESOLUTION AUTHORIZING EXECUTION OF INTERGOVERNMENTAL
AGREEMENT WITH THE ROCKFORD PARK DISTRICT FOR TAX
ABATEMENT FOR MAGIC WATERS LEASEHOLD**

with the original document which is on file in my office; and found it to be a true, perfect and complete copy of the original document.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said County, at my office in the City of Rockford, in said County,

this 9th DAY OF NOVEMBER, 2018.

TIANA J. McCALL, Winnebago County Clerk

BY: Angela Reina Deputy County Clerk



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

Submitted by: Finance Committee
Economic Development Committee

2018 CR 132

**RESOLUTION AUTHORIZING EXECUTION OF
INTERGOVERNMENTAL AGREEMENT WITH THE
ROCKFORD PARK DISTRICT FOR TAX ABATEMENT
FOR MAGIC WATERS LEASEHOLD**

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

NOW, THEREFORE, BE IT RESOLVED, by the County Board of Winnebago County that the County enter into an Intergovernmental Cooperation Agreement with the Rockford Park District abating the County's share of real estate taxes for the property commonly known as Magic Waters to help induce Six Flags MW, LLC, to lease that property from the Rockford Park District.

BE IT FURTHER RESOLVED, that the Chairman of the County Board of the County of Winnebago is authorized and directed to execute an intergovernmental agreement with the Rockford Park District, a copy of which is attached as to this Resolution Exhibit A.

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

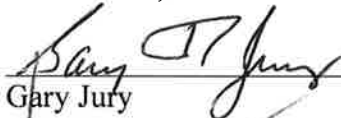
BE IT FURTHER RESOLVED, that the Clerk of the County Board is hereby authorized to prepare and deliver certified copies of this Resolution to the County Clerk and the president of the board of the Rockford Park District.

Respectfully submitted,
FINANCE COMMITTEE and
ECONOMIC DEVELOPMENT
COMMITTEE

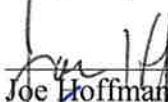
AGREE



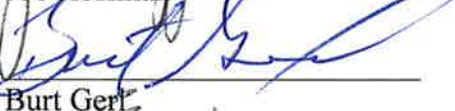
Ted Biondo, Chairman



Gary Jury



Joe Hoffman

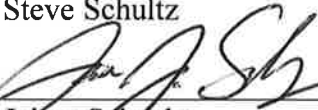


Burt Gerl



Dave Boomer

Steve Schultz



Jaime Salgado



Keith McDonald

DISAGREE

Ted Biondo, Chairman

Gary Jury

Joe Hoffman

Burt Gerl

Dave Boomer



Steve Schultz

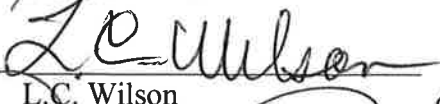
Jaime Salgado

Keith McDonald



Fred Wescott, Chairman

Fred Wescott, Chairman



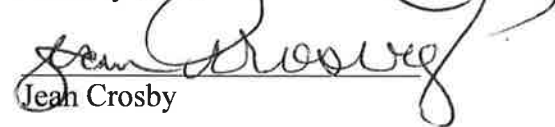
L.C. Wilson

L.C. Wilson



Dorothy Redd

Dorothy Redd



Jean Crosby

Jean Crosby

Dave Fiduccia

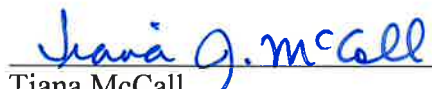
Dave Fiduccia

The above and foregoing Resolution was adopted by the County Board of the
County of Winnebago, Illinois, on the 9th day of November, 2018.



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

ATTEST:



Tiana McCall
Clerk of the County Board
of the County of Winnebago, Illinois

INTERGOVERNMENTAL AGREEMENT AMONG
ROCKFORD PARK DISTRICT
AND
ROCKFORD SCHOOL DISTRICT NO. 205
AND
WINNEBAGO COUNTY, ILLINOIS
AND
CERTAIN OTHER UNITS OF LOCAL GOVERNMENT

This Intergovernmental Agreement (Agreement) is entered into by and among the Board of Commissioners of Rockford Park District (the "Park District"), the Board of Education of Rockford School District No. 205, Winnebago and Boone Counties, Illinois (the "School District"), the County Board of Winnebago County, Illinois (the "County"), and those other units of local government that have approved this Agreement and whose signatures are affixed hereto (collectively, the "Parties," and each, individually, a "Party"). All of the Parties are units of local government organized and existing under the laws of the State of Illinois.

WHEREAS, the Illinois Constitution, Article VII, Section 10 authorizes units of local government to enter into contracts among themselves to cooperatively exercise their powers; and,

WHEREAS, the Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq., allow units of local government to contract with each other to perform any governmental service, activity or undertaking which such entities are authorized by law to perform and to combine, transfer, or exercise any powers, functions, privileges, or authority which any of the units of local government entering into the Agreement is authorized by law to perform; and

WHEREAS, the Park District owns and operates a recreational facility known as "Magic Waters," on property that is more specifically described on Exhibit A attached hereto and incorporated herein; and

WHEREAS, because Magic Waters is owned and operated by the Park District, it currently is exempt from real estate taxation pursuant to Section 15-105(b) of the Illinois Property Tax Code, 35 ILCS 200/15-105(b) and the Parties are consequently receiving no real estate taxes from the ownership or operation of Magic Waters; and

WHEREAS, the Park District has entered into a lease with Six Flags MW, LLC ("Six Flags"), pursuant to which it has agreed to lease Magic Waters for ten years (with three ten-year

options to renew) in exchange for specified rent and an obligation by Six Flags to make certain investments in Magic Waters during the term (the "Lease"); and

WHEREAS, the Parties acknowledge that the leasehold interest and appurtenances created as a result of the Lease might be subject to the levy of real estate taxes pursuant to Section 9-195 of the Illinois Property Tax Code, 35 ILCS 200/9-195, or otherwise under the laws in effect from time to time; and

WHEREAS, the imposition of real estate taxes would make the leasehold arrangement financially impractical for the Park District and Six Flags; and

WHEREAS, Six Flags has made the agreement to abate taxes described in this Agreement a precondition to the commencement of the Lease; and

WHEREAS, the Parties each have the authority to abate any such real estate taxes for up to ten years pursuant to Section 18-605(a)(7) of the Illinois Property Tax Code, 35 ILCS 200/18-165(a)(7); and

WHEREAS, the Parties recognize that they are currently not receiving any real estate taxes from Magic Waters; that they will not receive any real estate taxes if the Lease cannot be consummated; and that the consummation of the Lease will bring benefit to the community in the form of investments in the Magic Waters facility, greater operational efficiencies, potentially expanded usage, and the ability to cross-market other community assets with the Six Flags brand;

Now, therefore, the Parties agree as follows:

1. Exercise of Powers.

The Parties hereby acknowledge and agree that this Agreement constitutes an exercise of the powers of each Party as granted by the laws of the State of Illinois, and the obligations and undertakings herein set forth are a proper exercise of each Party's authority and is intended to qualify as an intergovernmental cooperation agreement under the Illinois Constitution and Illinois Intergovernmental Cooperation Act.

2. Agreement to Abate.

A. Each of the Parties agrees to fully abate all real estate taxes levied against Six Flag's leasehold estate and appurtenances (i) in Magic Waters as it currently exists and (ii) in any development thereof during the term of the abatement that is either directly related to or necessary for the operation of Magic Waters. Each of the Parties agrees to

fully abate all such real estate taxes until the first to occur of (i) ten (10) years from the Commencement Date of the Lease; or (ii) the termination of the Lease. Each of the Parties will duly adopt an abatement resolution or ordinance abating the real estate taxes as described in this Section 2.

B. For the avoidance of doubt, the portion of any leasehold interest that relates to any commercial or retail developments that are not directly related to or necessary for the operation of Magic Waters and that are constructed on any land that is undeveloped as of the Commencement Date under the Lease is not included within the scope of the real estate taxes being abated pursuant to this Agreement.

3. Transfer of Abatement Authority.

A. Pursuant to Section 5 of the Illinois Intergovernmental Cooperation Act, each of the Parties (other than the Park District) hereby transfers to the Park District Board of Commissioners the authority to extend the abatement described in Section 2 of this Agreement upon its expiration if the Lease (as such may be amended or modified from time to time) is still in effect; provided, however, that the authority transferred hereunder shall not permit any extension that, together with the original abatement described in Section 2, extends (i) beyond the expiration or termination of the Lease; or (ii) longer than the period then permitted by applicable law; or (iii) more than twenty years from the beginning of the original abatement described in Section 2.

B. Notwithstanding the foregoing, nothing in this Agreement shall transfer to the Park District Board of Commissioners any Party's authority to abate any real estate taxes arising from (directly or indirectly through any leasehold interest) any commercial or retail developments that are not directly related to or necessary for the operation of Magic Waters and that are constructed on any land that is undeveloped as of the Commencement Date under the Lease.

4. Effective Date and Term.

A. This Agreement shall become binding and effective as to the Park District, the School District and the County on the date on which the last of them executes the Agreement. Thereafter, the Agreement shall become effective as to each other Party on the date such Party executes the Agreement.

B. The Parties agree and acknowledge that the Park District and Six Flags will rely on this Agreement in entering into the Lease, and consequently this Agreement will not be terminated by any Party until the earlier of (i) twenty years from the

Commencement Date of the Lease (as such term is defined in the Lease); or (ii) the date the Lease expires or is otherwise terminated.

5. Notices.

The effective date of written notice shall be the date of hand delivery or the date such notice is placed in the U.S. Mail addressed as indicated below. If required or permitted to be given, all written notices shall be directed as follows:

School District: Superintendent of Schools
Rockford Public Schools
501 Seventh Street
Rockford, Illinois 61104

Copy to:

General Counsel
Rockford Public Schools
501 Seventh Street
Rockford, Illinois 61104.

Park District: Executive Director
Rockford Park District
401 S. Main Street
Rockford, Illinois 61101

Copy to:

Chief Financial Officer
Rockford Park District
401 S. Main Street
Rockford, Illinois 61101

County: Winnebago County Chairman
404 Elm Street
Rockford, Illinois 61101

Copy to:

Any other Party: The address set forth under such Party's signature block

6. Miscellaneous.

A. This Agreement is binding upon and shall inure to the benefit of the successors of the Parties.

B. This Agreement is not assignable.

C. The invalidity of any provision of this Agreement shall not render invalid any other provision. In the event a court of competent jurisdiction declares, finds, or rules that a provision of this Agreement is invalid or unenforceable, such provision shall be severed and the remaining provisions shall remain in full force and effect.

D. Failure of a Party to insist upon strict and prompt performance of the terms, conditions, covenants and agreements herein contained shall not constitute nor be construed as a waiver or relinquishment of rights to enforce any such term, condition, covenant or agreement and the same shall condition in full force and effect. In the event of a waiver of a breach or default of any term, condition, covenant or agreement, such shall not serve to waive any additional or future breach or default.

E. This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of Illinois.

F. This Agreement contains the entire and integrated agreement of the Parties and shall supersede any prior written or oral agreements or understandings.

G. This Agreement may only be altered or amended in manner specified herein, or by the express written consent and agreement of the parties.

In witness whereof, the parties have executed this Agreement on the dates set forth in their respective signature blocks.

[Rest of Page is Blank; Signatures Appear on Following Page]

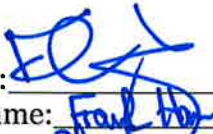
ROCKFORD PARK DISTRICT

BOARD OF EDUCATION OF ROCKFORD
SCHOOL DISTRICT NO. 205,
WINNEBAGO AND BOONE COUNTIES,
ILLINOIS

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

WINNEBAGO COUNTY, ILLINOIS

By:  _____
Name: Frank H. Chasler _____
Title: Chairman _____
Date: 11/14/18 _____

Signature Page to Intergovernmental Agreement

[NAME OF TAXING AUTHORITY]

By: _____

Name: _____

Title: _____

Date: _____

Address for Notices:

EXHIBIT A
TO INTERGOVERNMENTAL AGREEMENT

LEGAL DESCRIPTION

[pending completion of survey]

Exhibit A to Intergovernmental Agreement

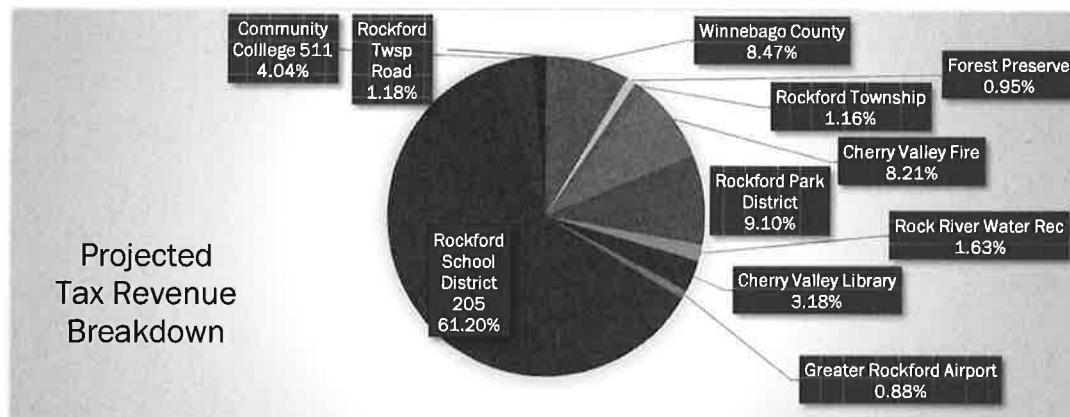


Proposed Estimated Leasehold Valuation for Magic Waters PIN#s 12-35-426-002 & 12-35-276-003

The value for the property comes in at \$1,471,709, which would generate a tax bill (if taxed) of just over \$61,000 per year based on the assessed value of \$490,521 (1/3 of the market value) and the most recent tax rate of 12.4990%.

$\$1,471,709 \text{ market value} \times 0.3333 = \$490,521 \text{ assessed value}$
 $\$490,521 \text{ assessed value} \times 0.124990 \text{ tax rate} = \$61,310.22 \text{ projected revenue}$

Taxing Bodies	Dollar Amount	Percent of Tax Rate	Percent of Total
Winnebago County	\$5,193.15	1.0587%	8.47%
Forest Preserve	\$579.80	0.1182%	0.95%
Rockford Township	\$709.29	0.1446%	1.16%
Cherry Valley Fire	\$5,033.24	1.0261%	8.21%
Rockford Park District	\$5,577.71	1.1371%	9.10%
Rock River Water Rec	\$1,000.66	0.2040%	1.63%
Cherry Valley Library	\$1,949.33	0.3974%	3.18%
Greater Rockford Airport	\$540.55	0.1102%	0.88%
Rockford School District 205	\$37,522.89	7.6496%	61.20%
Community College 511	\$2,478.60	0.5053%	4.04%
Rockford Twsp Road	\$724.99	0.1478%	1.18%
Total	\$61,310.22	12.4990%	100.00%



#	Taxing Body	Taxing Entity
1	Airport	GREATER RKFD AIRPORT
2	CommCollege	COMMUNITY COLLEGE 511
3	County	WINNEBAGO COUNTY
4	City	CHERRY VALLEY VILLAGE
5	ForestDist	FOREST PRESERVE
6	FireDist	CHERRY VALLEY FIRE
7	LibraryDist	CHERRY VALLEY LIBRARY
8	ParkDist	ROCKFORD PARK DISTRICT
9	RoadDist	ROCKFORD TWSP ROAD
10	SanitaryDist	ROCK RIVER WATER REC
11	Township	ROCKFORD TOWNSHIP
12	SchoolDist	ROCKFORD SCHOOL DIST 205

COMMITTEE: Economic DevelopmentSUBJECT: Item 2 Res. Auth Executing
an IGA w/ Rockford Park Dist for Tax
Abatement for Magic Waters Leasehold

(23)

	AYES	NAYES	PRESENT	ABSENT	ABSTAINED
1. BIONDO, TED	✓				
2. BOOKER, AARON	✓				
3. BOOMER, DAVID	✓				
4. CROSBY, JEAN	✓				
5. FELLARS, DANIEL	✓				
6. FIDUCCIA, DAVID	✓				
7. GERL, BURT	✓				
8. GORAL, ANGIE	✓				
9. HOFFMAN, JOE	✓				
10. JURY, GARY	✓				
11. KELLEY, DAVID	✓				
12. MCDONALD, KEITH	✓				
13. NICOLOSI, ELI	✓				
14. REDD, DOROTHY	✓				
15. SALGADO, JAIME	✓				
16. SCHULTZ, STEVE		✓			
17. TASSONI, DAVID	✓				
18. WEBSTER, JIM		✓			
19. WESCOTT, FRED	✓				
20. WILSON, L.C.	✓				
TOTALS <i>Voice Vote</i>	18	2			

18 yes 2 no

motion passed

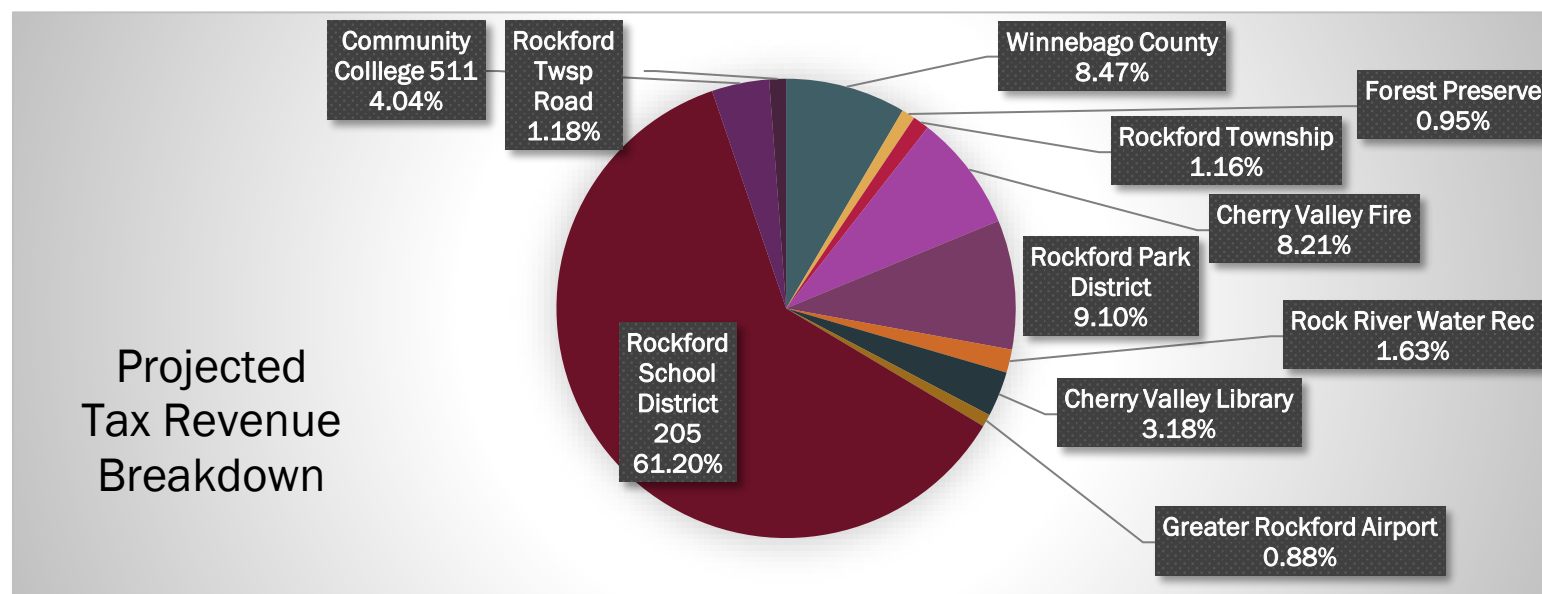


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Rockford Twsp Road	\$724.99	0.1478%	1.18%
Total	\$61,310.22	12.4990%	100.00%



PERSONNEL & POLICIES COMMITTEE

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

Sponsored by: David Fiduccia
 Submitted by: Personnel and Policies Committee

2019 CR

RESOLUTION FIXING COUNTY HOLIDAY SCHEDULE FOR 2020

WHEREAS, the County Board of the County of Winnebago, Illinois, pursuant to the Illinois Revised Statutes, Chapter 34, Paragraph 303, (12th), is authorized to fix the days and hours of opening and closing of the County offices and departments; and,

WHEREAS, the County Board, AFSCME Local 473 and FOP Lodge 50 have agreed that the County Board shall designate the date upon which certain holidays shall be observed for purposes of their collective bargaining agreements.

NOW, THEREFORE, BE IT RESOLVED, by the County Board of the County of Winnebago, Illinois that, for the calendar year 2020, all county offices and departments subject hereto shall be closed for all Saturdays, Sundays, and the following holidays subject to adjustment, if necessary, based on collective bargaining negotiations:

DATE	DAY	NAME OF HOLIDAY
January 1 st , 2020	Wednesday	New Year's Day
January 20 th , 2020	Monday	Martin Luther King Jr. Day
February 17 th , 2020	Monday	President's Day
May 25 th , 2020	Monday	Memorial Day
July 3 rd , 2020	Friday	Independence Day (Observed)
September 7 th , 2020	Monday	Labor Day
October 12 th , 2020	Monday	Columbus Day
November 11 th , 2020	Wednesday	Veteran's Day
November 26 th , 2020	Thursday	Thanksgiving Day
November 27 th , 2020	Friday	Thanksgiving Holiday
December 24 th , 2020	Thursday	Christmas Holiday (Observed)
December 25 th , 2020	Friday	Christmas Day

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 copies of this resolution to the Chairman of the County Board, all elected and appointed County Officers, the Chief Judge of the 17th Judicial Circuit, the Staff Representatives of AFSCME Local 473, and the President of FOP Lodge 50.

Respectfully Submitted,
PERSONNEL AND POLICIES COMMITTEE

AGREE

DISAGREE

DAVID FIDUCCIA, CHAIRMAN

DAVID FIDUCCIA, CHAIRMAN

DAVID BOOMER

DAVID BOOMER

ANGIE GORAL

ANGIE GORAL

JOE HOFFMAN

JOE HOFFMAN

DAVID KELLEY

DAVID KELLEY

DOROTHY REDD

DOROTHY REDD

JIM WEBSTER

JIM WEBSTER

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

ATTESTED BY:

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

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

SUBMITTED BY: PERSONNEL AND POLICIES COMMITTEE

2019 CR

**RESOLUTION AUTHORIZING EXECUTION OF INTERGOVERNMENTAL
COOPERATION AGREEMENT FOR ANIMAL CONTROL**

WHEREAS, the County of Winnebago wishes to enter into an Intergovernmental Agreement with the City of Rockford for Animal Control; and

WHEREAS, the County and the City have negotiated an agreement containing the terms for the obligations of the parties, 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 the City of Rockford for Animal Control, 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.

Respectfully submitted,

Personnel and Policies Committee

AGREE

DISAGREE

Dave Fiduccia, Chairman

Dave Fiduccia, Chairman

Dave Boomer

Dave Boomer

Angie Goral

Angie Goral

Joe Hoffman

Joe Hoffman

Dave Kelley

Dave Kelley

Dorothy Redd

Dorothy Redd

Jim Webster

Jim Webster

The above and foregoing 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 of Board
of the County of Winnebago, Illinois

INTERGOVERNMENTAL AGREEMENT FOR ANIMAL CONTROL

WHEREAS, the County of Winnebago ("the County"), pursuant to the Illinois Animal Control Act, is charged with the establishment of an Animal Control division, for the implementation and enforcement of certain policies and laws related to animals; and

WHEREAS, the Illinois Animal Control Act does not limit the power of any municipality or other political subdivision to further control or regulate dogs, cats or other animals; and

WHEREAS, the City of Rockford ("the City") has enacted ordinances regulating dogs, cats and other animals which go beyond provisions of the Illinois Animal Control Act and which the County is under no duty or obligation to enforce; and

WHEREAS, the City agrees animal control, and especially stray animal control, is a quality of life issue and that the City desires to provide options for citizens with regards to dogs and cats who may be lost or homeless within the City; and

WHEREAS, the City and County mutually agree the City of Rockford and the County of Winnebago desire to embrace a progressive and compassionate view of animal control in keeping with best practices and data-proven means of decreasing euthanasia, decreasing unwanted litters and decreasing the numbers of lost and homeless pets over time; and

WHEREAS, the City does not have the personnel, equipment, supplies and facilities to adequately enforce its Animal Control ordinances; and

WHEREAS, the County impounds stray animals throughout the County and houses stray domestic animals in accordance with State statute; and

WHEREAS, the City and County are each units of local government as defined by Article VII, Section I of the Constitution of the State of Illinois and are empowered, pursuant to the authority granted to them by the Intergovernmental Cooperation Act (5 ILCS 220/1 et seq) and intergovernmental agreements as provided by Article VII, Section 10 of the Constitution of the State of Illinois; and

WHEREAS, in order to enforce the Illinois Animal Control Act and the ordinances of the City regarding animal control in a manner that is best least costly to taxpayers and hold animal owners accountable for the humane treatment of animals it is in the best interests of the citizens of the City and the County to enter into an intergovernmental agreement for animal control.

NOW, THEREFORE, the City and the County, for the consideration hereinafter set forth hereby agree as follows:

I. DEFINITIONS

For purposes of this Agreement, the words and phrases listed hereunder have the meanings designated herein except when a particular context clearly requires a different meaning:

- A. "Administrator" means the appointed Administrator of the Animal Services Division of the County of Winnebago, or his/her duly authorized representative.
- B. "City" means City of Rockford.
- C. "County" means the County of Winnebago, Illinois.
- D. "County Board" means the County Board of the County of Winnebago.
- E. "Animal Services" means the Animal Services Division of the County of Winnebago.
- F. "Ordinance" means Chapter Four of the City of Rockford Code of Ordinances.
- G. "Animal Control Officer" means a person employed by Animal Services to respond on the scene to calls for animal related issues pursuant to this Agreement.

II. PURPOSE AND OBJECTIVE

The purpose of this Agreement is to enable the County, through its Animal Services department, to enforce City ordinances which regulate and control dogs and cats and to decrease the rate of euthanasia of animals by forming partnerships to promote adoption, rescue and education.

III. AUTHORITY

The City and the County are each units of local government as defined by Article VII, Section 1 of the Constitution of the State of Illinois. This agreement is entered into by the City and County pursuant to the constitution of the State of Illinois and the Intergovernmental Cooperation Act (5 Illinois Compiled Statutes 222/1, et seq. 1994, as amended), which implements Article VII, Section 10 of the Constitution of the State of Illinois.

IV. COUNTY RESPONSIBILITIES

A. Scope of Services

The County shall provide the following animal control services to the City:

1. Enforcement of Chapter Four of the City of Rockford Code of Ordinances governing Animals, The Ordinance to be enforced is the Ordinance as it exists as of the date of signing of this Agreement by the County. Any changes to the Ordinance shall be reviewed with the County and the Administrator of Animal Services and must be agreed upon by all parties.
2. Impose and collect the following fees: boarding, reclaim, micro chipping, and spay and neuter fees for animals in the City.
3. Provide the necessary equipment, kennel space, office space, and qualified personnel necessary to carry out the County's obligations under this Intergovernmental Agreement for Animal Control.
4. Continue to operate low cost Spay/Neuter Vouchers as currently operated by the County of Winnebago.

5. Continue to partner with local and regional animal welfare and rescue organizations to facilitate adoptions and alternatives to euthanasia of cats and dogs.
6. Respond to requests within the corporate limits of the City to remove deceased domestic animals.
7. Pursue, apprehend, impound stray animals.

B. Reporting

1. Maintain books, records and documents, which sufficiently and properly account for the number of service calls in the City pursuant to the terms of this Agreement.
2. Provide to the City monthly reports, in a format similar to that contained in the sample report attached hereto as "Exhibit A," containing the following information related to activity within the corporate boundaries of the City:
 - a. The number and type of activity calls and investigations.
 - b. The number of animals impounded by species.
 - c. The number of animals released by species and by outcome type (adoption, transfer, return to owner, euthanasia, etc.).
3. The Administrator of Animal Services or his designee shall provide information to the City Council on a quarterly basis, in person, or as requested.
4. Further detail on calls, including address and type of call, shall be available upon request.

C. Compensation

The County shall invoice the City \$408,000.00 for the services provided, which shall be delivered to the City by November 1, 2020, and with payment to be made by November 30, 2020.

The City agrees to payment of \$497,240.00 in full and final payment for the outstanding invoice for services rendered by the County to the City in fiscal year 2018 and \$400,000.00 in full and final payment for services rendered by the County to the City in fiscal year 2019 for animal control services within 10 days of the adoption of this agreement by both units of government.

V. CITY RESPONSIBILITIES

A. Payment

The City shall compensate the County the amount of \$408,000 for services and enforcement of provisions of Chapter Four of the City of Rockford Code of Ordinances, as reflected in Section IV of this Agreement as set forth in subsection IV(c) above.

- B. The City shall provide police assistance when requested for the safety of Animal Control Officers or to assist with compliance with directives of Animal Control Officers.

VI. GENERAL PROVISIONS

A. Notice

1. Any notice required under this Agreement shall for the City of Rockford be directed to:

City of Rockford Legal Director
425 East State Street
Rockford, IL 61104

2. Any notice required under the Agreement shall for the County be directed to:

Winnebago County Administrator
404 Elm Street, Room 533
Rockford, IL 61101

B. Termination

This Agreement may be terminated by either party upon written notice provided to the other party at least (180) days prior to the end of the agreement term.

C. Effective Date and Term

Upon the affixing of the last signature of any officer required to sign this Agreement, this Agreement shall be effective October 1, 2019, which date shall be deemed the "Effective Date" and shall remain in effect through September 30, 2020. However, if neither party delivers a notice of termination to the other party prior to June 30th of the year this Agreement is scheduled to expire, then this Agreement shall renew for a period of one year. Compensation for each renewal year shall be 102% of the compensation rate for the previous year.

D. Successors and Assigns

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

E. Entire Agreement

This Agreement represents the entire and integrated Agreement, subject to the requirements of the Animal Control Act, between the City and the County, and superseded and replaces any previous Intergovernmental Agreement for Animal Services entered into between the City and County. None of the provisions of

this Agreement may be waived, changed or modified except by an instrument in writing signed by both parties hereto.

- F. The City and County agree to create a working group along with local non-profit animal welfare partnering agencies for purposes of assessing and evaluating the feasibility of establishing a trap-neuter-return program.

IN WITNESS WHEREOF, the County of Winnebago, by Resolution duly adopted by the County Board cause this Agreement to be signed by its Chairman and attested to by its Clerk on this _____ day of _____, 2019.

IN WITNESS WHEREOF, the City of Rockford, by Ordinance duly adopted by the City Council cause this Agreement to be signed by its Mayor and Legal Director on this _____ day of _____, 2019.

COUNTY OF WINNEBAGO

BY: _____
Chairman

ATTEST:

County Clerk

CITY OF ROCKFORD

BY: Howard P. McDaniel
Mayor

ATTEST:

Nick Orz
Legal Director

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

SUBMITTED BY: PERSONNEL AND POLICIES COMMITTEE

2019 CR

**RESOLUTION AUTHORIZING THE SIGNING OF A RESOLUTION WITH
THE ILLINOIS MUNICIPAL RETIREMENT FUND**

WHEREAS, the County of Winnebago, Illinois, is a participant in the Illinois Municipal Retirement Fund ("IMRF"); and

WHEREAS, currently the County participates at a level wherein any employee working in positions normally requiring performance of duty for more than 599 hours per year is automatically deemed an IMRF participant; and

WHEREAS, the County wishes to raise the number of hours to deem a County employee an IMRF participant to anyone working in positions normally requiring performance of duty for more than 999 hours per year effective for new employees hired after November 1, 2019.

NOW, THEREFORE, BE IT RESOLVED, by the County Board of the County of Winnebago, that the Chairman of the Winnebago County Board is authorized to sign the resolution form provided by IMRF to raise the threshold number of hours for new County employees hired after November 1, 2019, to participate in IMRF to those working in positions normally requiring performance of duty for more than 999 hours per year.

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 to prepare and deliver certified copies of this Resolution to the Illinois Municipal Retirement Fund and to the Winnebago County Finance Department.

Respectfully submitted,
Personnel and Policies Committee

AGREE

DISAGREE

Dave Fiduccia, Chairman

Dave Fiduccia, Chairman

Dave Boomer

Dave Boomer

Angie Goral

Angie Goral

Joe Hoffman

Joe Hoffman

Dave Kelley

Dave Kelley

Dorothy Redd

Dorothy Redd

Jim Webster

Jim Webster

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

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

Attested by:

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



RESOLUTION TO ADOPT THE ANNUAL 1,000 HOUR STANDARD FOR IMRF PARTICIPATION

IMRF Form 6.68 (Rev. 8/11)

(Can be used only by non-school employers. Cannot be used by school districts or educational cooperatives.)

PLEASE ENTER Employer IMRF I.D. Number
03078

RESOLUTION

Number _____

WHEREAS, Section 7-137 of the Illinois Pension Code provides that effective August 12, 2011, non-school employers in the Illinois Municipal Retirement Fund may elect to exclude from participation in the Fund persons in positions normally requiring performance of duty for less than 1,000 hours per year; and

WHEREAS, the exclusion may be applicable only to persons first employed in positions under the Fund after the adoption of this resolution; and

WHEREAS, _____ is authorized by Section 7-137
NAME OF BOARD, COUNCIL, ETC.

of the Illinois Pension Code to adopt such exclusion and it is desirable that it do so;

BE IT RESOLVED that the _____ of _____
NAME OF BOARD, COUNCIL, ETC. EMPLOYER NAME

does hereby elect to exclude from participation in the Illinois Municipal Retirement Fund all officials and employees in positions normally requiring performance of duty for less than 1,000 hours per year;

BE IT FURTHER RESOLVED that this exclusion shall apply only to officials and employees who first occupy offices or positions under the Fund after adoption of this resolution;

BE IT FURTHER RESOLVED that the _____ is authorized and
CLERK OR SECRETARY OF THE BOARD

directed to file a duly certified copy of this resolution with the Illinois Municipal Retirement Fund.

CERTIFICATION

I, _____, the _____
NAME CLERK OR SECRETARY OF THE BOARD

of the _____ of the County of _____,
EMPLOYER NAME COUNTY

State of Illinois, do hereby certify that I am keeper of its books and records and that the foregoing is a true and correct copy of

a resolution duly adopted by its _____ at a meeting duly convened
NAME OF BOARD, COUNCIL, ETC.

and held on the _____ day of _____, 20 ____.

SEAL

CLERK OR SECRETARY OF THE BOARD

County Board: 10/24/2019

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

Sponsored by: Dave Fiduccia

Submitted by: Personnel & Policies Committee

2019 CR

RESOLUTION TO APPROVE TRUCK PURCHASE FOR RIVER BLUFF NURSING HOME

WHEREAS, the Code of Ordinances for the County of Winnebago, provides that all purchases for, and contracts for, supplies, materials, equipment, and contractual services, the value of which is estimated to exceed \$25,000, shall be based on competitive bids by the County Board; and,

WHEREAS, the Code of Ordinances Section 2-357(e) further allows that a contract may be awarded without competition when a Department Head determines, and Director of Purchasing concurs in writing, and it is not required by law, after conducting a good faith review of available sources, that the contract by its very nature is not suitable to competitive bids or proposals. The Director of Purchasing and responsible Department Head can conduct negotiations, as appropriate, as to price, delivery and terms; and,

WHEREAS, River Bluff Nursing Home has a need to replace an older truck due to its age and poor condition; and,

WHEREAS, the Personnel & Policies Committee has determined that the funding for the aforementioned purchase shall be as follows:

70500-46420

NOW, THEREFORE, BE IT RESOLVED, by the County Board of the County of Winnebago, Illinois that a Purchase Order be issued for the purchase of a low-mileage, late model truck in an amount not to exceed \$39,000.

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 River Bluff Nursing Home Administrator, Facilities Engineer, Director of Purchasing, Finance Director, Board Office and County Auditor.

Respectfully submitted,
PERSONNEL & POLICIES COMMITTEE

AGREE

DAVE FIDUCCIA, CHAIRMAN

DAVE BOOMER

ANGIE GORAL

JOE HOFFMAN

DAVE KELLEY

DOROTHY REDD

JIM WEBSTER

DISAGREE

DAVE FIDUCCIA, CHAIRMAN

DAVE BOOMER

ANGIE GORAL

JOE HOFFMAN

DAVE KELLEY

DOROTHY REDD

JIM WEBSTER

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

FRANK HANEY

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

Attested by:

LORI GUMMOW

Clerk of the County Board
of the County of Winnebago

PUBLIC WORKS COMMITTEE

PUBLIC SAFETY COMMITTEE

ANNOUNCEMENTS & COMMUNICATIONS



WINNEBAGO COUNTY

— ILLINOIS —

Announcements & Communications

Date: October 24, 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. Federal Register / Vol. 84, No. 195 / Tuesday, October 8, 2019 / Notices – 53767.
 - b. Federal Register / Vol. 84, No. 195 / Tuesday, October 8, 2019 / Notices – 53777.
 - c. Braidwood Station, Units 1 and 2; Byron Station, Unit Nos. 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; and Quad Cities Nuclear Power Station, Units 1 and 2- Issuance of Amendments to Eliminate Second Completion Times From Technical Specifications (EPID L-2018-LLA-0297).
 - d. Exelon Generation Company, LLC – Acceptance of Request to Use 2013 Edition of ASME Boiler and Pressure Vessel Code (EPID L-2019LLR-0080).
2. County Clerk Gummow received from Charter Communication, locally known as Spectrum, letters regarding upcoming changes effective on or after November 12, 2019.
 - a. County of Winnebago
 - b. Township of Harlem
 - c. Township of Rockton
 - d. Township of Roscoe



WINNEBAGO COUNTY

— ILLINOIS —

3. 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.
4. County Clerk Gummow received from Theresa Grennan, Chief Deputy Winnebago County Treasurer the Investment Report as of October 1, 2019.

CONSENT AGENDA

RAFFLE APPLICATION REPORT

Presently the County Clerk's office has Raffle Applications submitted by
6 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
30221	1	PAULSON'S AGRICULTURE MUSEUM OF ARGYLE	10/26/2019-10/26/2019	\$ 4,999.00
30222	1	ROCK VALLEY ANGLERS CLUB OF ILLINOIS	11/01/2019-12/04/2019	\$ 2,510.00
30223	1	ROCKFORD ICEHOGS BOOSTER CLUB	11/02/2019-11/02/2019	\$ 2,000.00
30224	1	ROCKFORD ICEHOGS BOOSTER CLUB	11/03/2019-11/03/2019	\$ 2,000.00
30225	1	ROCKFORD ICEHOGS BOOSTER CLUB	11/08/2019-11/08/2019	\$ 2,000.00
30226	1	ROCKFORD ICEHOGS BOOSTER CLUB	11/16/2019-11/16/2019	\$ 2,000.00
30227	1	ROCKFORD ICEHOGS BOOSTER CLUB	11/29/2019-11/29/2019	\$ 2,000.00
30228	1	ROCKFORD ICEHOGS BOOSTER CLUB	11/30/2019-11/30/2019	\$ 2,000.00
30229	1	THE UNITARIAN UNIVERSALIST CHURCH	11/03/2019-11/16/2019	\$ 500.00
30230	1	WALTER GRAHAM AMERICAN LEGION AUXILIARY POST #332	01/01/2020-05/16/2020	\$ 1,000.00

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

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

The Following Have Requested A Class D, E, & F Limited Annual License				
LICENSE #	# OF RAFFLES	NAME OF ORGANIZATION	LICENSE DATES	AMOUNT
30231	1	LT. ROBERT C.A. CARLSON POST #1207	11/11/2019-11/12/2020	\$ 2,500.00
30232	1	LT. ROBERT C.A. CARLSON POST #1207	11/11/2019-11/12/2020	\$ 2,500.00

This concludes my report

Deputy Clerk Kayla Hilliard

LORI GUMMOW
Winnebago County Clerk

Date 24-Oct-19

**REGULAR ADJOURNED MEETING
WINNEBAGO COUNTY BOARD
SEPTEMBER 26, 2019**

1. Chairman Haney Called to Order the Regular Adjourned Meeting of the Winnebago County Board for Thursday, September 26, 2019 at 6:03 p.m.
2. Chairman Haney announced the following Agenda Changes: No Changes
3. Roll Call: 18 Present. 2 Absent. (Board Members Arena, Booker, Boomer, Crosby, Fellars, Fiduccia, Gerl, Goral, Hoffman, Kelley, McDonald, Nabors, Redd, Salgado, Schultz, Tassoni, Webster, and Wescott were present) (Board Members Bilich and Butitta were absent.)
4. County Board Member Booker 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. Debra Wilson spoke against semi-trucks on South Bend Road because of the road condition. Discussion by County Engineer Vanderwerff.

Board Member Bilich arrived at 6:13.

BOARD MEMBER CORRESPONDENCE

7. Board Member Webster spoke of an email thread regarding the Housing Authority Board appointments.

CHAIRMAN'S REPORT

8. Cherry Valley Tiff District Report – Interim County Administrator Chapman is reviewing the report. Chairman Haney announced there has been a longstanding Tiff District and a reporting mechanism with some discussion on the topic. There will be an update as soon as Chairman Haney receives one.

Project X – Chairman Haney announced there is a project that is in the early stages related to I-39. Chairman Haney announced he currently has very little detail; there will be a discussion if the project gets any substance or momentum this will come forward for more discussion.

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 Fleet License Amendment Request to Revise Emergency Action Level RA3 (EPID L-2019-LLA-0183).
 - b. Updated Inspection Plan for Byron Station, Units 1 and 2 (Report 05000454/2019005; 05000455/2019005).
 - c. Federal Register / Vol. 84, No. 175 / Tuesday, September 10, 2019 / Notices.
 - d. Braidwood STATION, Units 1 and 2, and Byron Station, Unit Nos. 1 and 2 – Issuance of Amendments Nos. 202 and 208 Technical Specification Pages with Amendment Numbers (EPID L-2019-LLA0023).
 - e. Issuance of the Remainder of Preliminary RAIs for Braidwood/Byron TSTF-505 Application.
 - f. Byron Station-Biennial Problem Identification and Resolution Inspection Report 05000454/2019010 and 05000455/2019010.
 - g. Exelon Generation Company, LLC – Acceptance of License Amendment Request to Delete Decommissioning Trust License Conditions (EPID L-2019-LLA-0185).
- B. County Clerk Gummow submitted from the Illinois Environmental Protection Agency the following:
- a. Notice of Application for Permit to Manage Waste (LPC-PA169) Description of Project: Annual GMZ evaluation in accordance with Condition VII.23 of Permit Modification N.93.
 - b. J&M Plating Co (Illinois EPA BOA ID# 201030BDA) Construction Permit (19080018); Federally Enforceable State Operating Permit (08090025).
- C. County Clerk Gummow submitted from Charter Communication, locally known as Spectrum, letters regarding upcoming changes effective on or after September 6, 2019 for the following:
- a. County of Winnebago
 - b. Township of Harlem
 - c. Township of Rockton
 - d. Township of Roscoe

- D. County Clerk Gummow submitted from Theresa Grennan, Chief Deputy Winnebago County Treasurer the Investment Report for September, 2019.
- E. County Clerk Gummow submitted from Nancy McPherson, Winnebago County Recorder, the Monthly Report for August, 2019.
- F. County Clerk Gummow submitted from Eagle Creek Renewable Energy a letter regarding Rockton and Dixon Hydroelectric Projects (FERC Project Nos. 2373 and 2446) Notifications of Intent to File License Applications, Requests to Use the Traditional Licensing Process, Requests for Designation of Non-Federal Representative, and Pre-Application Document.
- G. County Clerk Gummow submitted from Comcast a letter regarding changes to the Comcast channel line-up in our community.
- H. County Clerk Gummow submitted from ComEd a letter regarding their intent to perform vegetation management activities on distribution circuits in our area within the next few months.

CONSENT AGENDA

- 10. Chairman Haney entertained a motion to approve the Consent Agenda for September 26, 2019 (Raffle Report, Bills, and County Board Minutes of August 22, 2019 and to layover the County Board Minutes of September 5 and 19, 2019). Board Member Hoffman moved for the approval of the Consent Agenda, seconded by Board Member Fellars. The motion was approved by a unanimous vote of all members present. (Board Member Butitta was absent.)

COUNTY ADMINISTRATOR'S REPORT

- 11. No Report.

DEPARTMENT HEAD UPDATES

- 12. Chief Information Officer Gentner gave an update on Cyber Security. He announced that in the past twelve months, there is one threat daily to Winnebago County and 77% of mail received is hazardous. Chief Officer Gentner suggested to use different passwords and do not click. Discussion by Chairman Haney and Board Members Redd, Fellars, Arena, and Webster.

REPORTS FROM STANDING COMMITTEES

FINANCE COMMITTEE

- 13. Board Member Salgado read in for the first reading of a Budget Amendment 2019-032 Kids Place to be Laid Over. Board Member Salgado made a motion to suspend the rules, seconded by Board Member Hoffman. Motion was approved by a unanimous vote of all members present.

(Board Member Butitta was absent.) Board Member Salgado made a motion to approve the Budget Amendment, seconded by Board Member Hoffman. Discussion by Board Member Arena. Motion to approve Budget Amendment 2019-032 Kids Place was approved by a unanimous vote of all members present. (Board Member Butitta was absent.)

14. Board Member Salgado made a motion to approve Fiscal Year 2020 Budget Laid Over from September 5, 2019 Meeting, seconded by Board Member Gerl. Motion to approve the amended Fiscal Year 2020 Budget was approved by a roll call vote of 12 yes and 7 no votes. (Board Members Bilich, Booker, Crosby, Fellars, McDonald, Schultz, and Wescott voted no.) (Board Member Butitta was absent.)
15. Board Member Salgado brought forward Seven Budget Amendments (as listed below) to Fiscal Year 2020 Budget to reduce the Budget Deficit to \$689,000. Board Member Salgado made a motion to amend the following items, seconded by Nabors. Motion to amend the budget was approved by roll call vote of 15 yes and 4 no votes. (Board Members Booker, Crosby, McDonald, and Wescott voted no.) (Board Member Butitta was absent.) Discussion by Board Members Gerl and Fellars. Board Member Salgado made a motion to make an additional amendment to the Amended Fiscal Year 2020 Budget to shift funds from PSST – (Public Safety Sales Tax) Fund to General Fund, a Cost Neutral Transfer, seconded by Board Member Hoffman. Motion to approve the amendment to the amended 2020 Budget was approved by a voice vote. (Board Member Schultz voted no.) (Board Member Butitta was absent.) Further Discussion by Chairman Haney, Interim County Administrator Chapman, and Board Members Webster, Salgado, Fellars, McDonald, Arena, Gerl, and Goral.

Budget Reductions:

1. Health Insurance, Employer Contribution
 2. Levy for IMRF
 3. Student Loan Assistance
 4. Actual Expenditures in Administrative Budget
 5. 2% Reduction in all Personnel Budgets
 6. Increase Revenue on Tax Levy
 7. Jurors Commission
16. Board Member Salgado made a motion to approve the Fiscal Year 2020 Annual Appropriation Ordinance, seconded by Board Member Hoffman. Motion was approved by approved by a unanimous vote of all members present.
 17. Board Member Biondo read in for the first reading of the Tax Levies (Items 6. Thru 18.) as listed below, to be Laid Over to the October 10, 2019 Meeting.
 6. Tax Levy – General Fund
 7. Tax Levy – County Public Health Fund
 8. Tax Levy – Detention Home Fund
 9. Tax Levy – County Highway Fund
 10. Tax Levy – County Bridge Fund
 11. Tax Levy – Federal Aid Matching Fund
 12. Tax Levy – Veterans Assistance Fund
 13. Tax Levy – Tort Judgement and Liability Insurance Fund
 14. Tax Levy – Illinois Municipal Retirement Fund

15. Tax Levy – Social Security and Medicare Fund
16. Tax Levy – Historical Museum Fund
17. Tax Levy – County Nursing Home Operations Fund
18. Tax Levy – Children’s Advocacy Project Fund

ZONING COMMITTEE

18. Board Member Webster made a motion to approve 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, seconded by Board Member Fellars. Discussion by Board Member Redd. Board Member Redd made a motion to ask for the building permit fee to be paid before approval. Board Member Redd withdrew the motion. Board Member Salgado made a motion to send back to the Zoning Committee for discussion, seconded by Board Member Redd. Discussion by Zoning Officer Krup, Director of Development Services Dornbush, and Board Members Tassoni, Webster, Fellars, Hoffman, and Salgado. Board Member Salgado made a motion to withdraw the motion, seconded by Board Member Redd. Discussion by Director of Development Services Dornbush and Board Members Redd, Arena, Schultz and Redd. Board Member Webster announced V-03-19 came with some standard conditions. Motion was failed by a roll call vote of 15 no and 4 yes votes. (Board Members Bilich, Booker, Boomer, Crosby, Fellars, Gerl, Goral, Hoffman, Kelley, McDonald, Nabors, Schultz, Tassoni, Webster and Wescott voted no.) (Board Member Butitta was absent.)
19. Board Member Webster read in for the first reading of Z-06-19 A map amendment to rezone +/- 0.65 acres from the R1, Single Family Residential District and the AG, Agricultural Priority District to the CN, Neighborhood Commercial District for the property that is commonly known as 3017 and 3041 S. Pecatonica Road, Seward, IL 61077 in Seward Township, District 1 to be laid over. Board Member Webster made a motion to suspend the rules, seconded by Board Member Fellars. Motion was approved by a unanimous vote of all members present. (Board Member Butitta was absent.) Board Member Webster moved to approve Z-06-19, seconded by Board Member Nabors. Motion was approved by a unanimous vote of all members present. (Board Member Butitta was absent.)

ECONOMIC DEVELOPMENT

20. Board Member Bilich made a motion to approve the Reconsideration of a Resolution Concerning the Policy for the Process for Awarding, Recommending, Evaluating and Approval of Host Fee Funds to Other Entities, seconded by Board Member Wescott. Discussion by Chairman Haney, Deputy State’s Attorney Kurlinkus, and Board Members Arena, and Gerl. Board Member Crosby made a motion to amend Exhibit A – Annual Host Fee Award Policy to read “who will then forward the request to the County Chairman and to the County Administrator,” seconded by Boomer. Deputy State’s Attorney Kurlinkus advised that no amendments could be made. Further Discussion by Deputy State’s Attorney Kurlinkus, and Board Member Hoffman. Board Member Webster made a motion to call the question, seconded by Board Member Wescott. Motion to call the question was approved by a voice vote. Board Member Fellars voted no. (Board Member Butitta was absent.) Motion to approve the Reconsideration was approved by a roll call vote of 12 yes and 7 no votes. (Board Members Booker, Crosby, Fellars, Hoffman, Kelley, Nabors, and Schultz. (Board Member Butitta was absent.)

OPERATIONS & ADMINISTRATIVE COMMITTEE

21. Board Member McDonald made a motion to approve a Resolution Establishing the Date, Time, and Location of Each Meeting of the Winnebago County Board, seconded by Board Member Crosby. Motion was approved by a unanimous vote of all members present. (Board Member Butitta was absent.)
22. Board Member McDonald made a motion to approve a Resolution Authorizing the Chairman of the County Board to Execute Agreements with National Able Networks and National Asian Pacific Center on Aging, seconded by Board Member Wescott. Discussion by Chairman Haney, Interim County Administrator Chapman, Deputy State's Attorney Kurlinkus, County Clerk Gummow, and Board Members Board Member Schultz, Arena, Goral, and Gerl. Board Member Gerl made a motion to send back to staff/committee for further review, seconded by Board Member Schultz. Motion was approved by a voice vote. (Board Member Butitta was absent.)

PUBLIC WORKS

23. Board Member Tassoni read in for the first reading of (19-027) An Ordinance Establishing Speed Zones on Argyle Road (CH-25) from Aberdeen Road to Belvidere Road, to be laid over.
24. Board Member Tassoni made a motion to approve (19-028) a Resolution Certifying Names to Take the Examination for County Engineer, seconded by Board Member Kelley. Motion was approved a voice vote. (Board Member Butitta was absent.)
25. Board Member Tassoni made a motion to approve (19-029) a Resolution Authorizing the Award of a Bid for Pavement Marking (Paint) on Perryville Road (CH-11) from Riverside Blvd. (CH-55) to Swanson (CH-87) (Section 19-00000-04-GM), seconded by Board Member Hoffman. Discussion by County Engineer Vanderwerff and Board Member Schultz. Motion was approved by a voice vote. (Board Member Butitta was absent.)

PUBLIC SAFETY

26. No Report.

PERSONNEL AND POLICY COMMITTEE

27. Board Member Fiduccia made a motion to approve the Reconsideration of the County Administrator to Dismiss a County Employee, seconded by Board Member Wescott. Board Member Fellars made a motion to send back to committee for closed session discussion with the State's Attorney, seconded by Board Member Crosby. Discussion by Chairman Haney, Deputy State's Attorney Kurlinkus and Board Members Fellars, Crosby, Webster, Salgado, Arena, and Goral. Board Member Webster made a motion to call the question, seconded by Board Member Gerl. Motion was approved by a voice vote. (Board Member Butitta was absent.) Motion to send back to committee failed by a roll call vote of 16 no, 2 yes, and 1 abstention. (Board Members

Arena, Bilich, Booker, Boomer, Fiduccia, Gerl, Goral, Kelley, McDonald, Nabors, Redd, Salgado, Schultz, Tassoni, Webster, and Wescott voted no.) (Board Member Hoffman abstained.) (Board Member Butitta was absent.) Motion to approve the Reconsideration passed by a roll call vote of 14 yes, 4 no, and 1 abstention vote. (Board Members Booker, Crosby, Fellars, and Kelley voted no.) (Board Member Hoffman Abstained.) (Board Member Butitta was absent.)

Board Member Fiduccia reported for the month of September that Animal Services received 834 calls for service, 549 calls were from the City of Rockford, Machesney Park had 54, Loves Park had 67, Rockton had 12, Roscoe had 16, Village of Winnebago and Cherry Valley had 4, and unincorporated Winnebago County had 104. Animal Services has in custody 168 dogs, 302 cats, 4 chickens, 10 guinea pigs, and 2 rabbits.

Board Member Boomer made a motion to adjourn, seconded by Board Member Webster. Discussion by Board Member Gerl. Motion was not accepted.

UNFINISHED BUSINESS

28. A. Casino Update – Chairman Haney spoke of the outcome of public hearings regarding the Casino.
- B. County Executive (Non-Home Rule) Referendum – November 2020
- C. Marijuana Revenue
- D. Trustee Agent Program (FAQ Sheet from the R1PC) – Chairman Haney announced there is internal discussion regarding the Trustee Agent Program.
- E. Project E
- F. Landfill Update
- G. 911 – Next Meeting? Deputy State's Attorney Kurlinkus confirmed there is not a meeting set for 911 with the Coalition.
- H. Animal Services Contract with City of Rockford – Deputy State's Attorney Kurlinkus announced the Contract is on the agenda for the City Council on Monday. Interim County Administrator Chapman confirmed that the Contract will come to the Board in the near future.

Board Member McDonald departed at 8:30 p.m.

NEW BUSINESS

29. Chairman Haney read in for the first reading of the Board Appointments (as listed below), to be Laid Over.

Board Appointment(s):

A. Winnebago County Housing Authority – 5 Year Term

- a. **Tasha Reddic**
Resident Commissioner
Rockford, IL
September 2019 – September 2024
- b. **Alanna Conard**
Rockford, IL
September 2019 – September 2024
- c. **Ron Ballard**
Rockford, IL
September 2019 – September 2024
- d. **Scott Anderson**
Rockford, IL
September 2019 – September 2024
- e. **Mustafa Abdall**
Rockford, IL
September 2019 – September 2024

30. Chairman Haney entertained a motion to adjourn. County Board Member Fellars moved to adjourn the meeting, seconded by Board Member Crosby. Motion was approved by a voice vote. (Board Members Butitta and McDonald were absent.) The meeting was adjourned at 8:32 p.m.

Respectfully submitted,



Lori Gummow
County Clerk

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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	3,897,924.19
101	PUBLIC SAFETY TAX	1,994,770.81
102	MARRIAGE AND CIVIL UNION FUND	438.74
103	DOCUMENT STORAGE FUND	40,041.40
104	TREASURER'S DELINQUENT TAX FU	4,499.64
105	VITAL RECORDS FEE FUND	2,258.80
106	RECORDERS DOCUMENT FEE FUND	18,953.89
107	COURT AUTOMATION FUND	18,450.98
110	CHILD SUPPORT & COLLECTIN FE	5,984.18
111	CHILDREN'S WAITING ROOM FUND	174.55
112	RENTAL HOUSING FEE FUND	31,041.00
114	911 OPERATIONS FUND	276,964.26
115	PROBATION SERVICE FUND	49,066.47
116	HOST FEE FUND	304,173.18
118	NEUTRAL SITE CUSTODY EXCHANGE	41,302.00
119	CORONER FEE FUND	5,929.02
120	DEFERRED PROSECUTION PROGRAM	5,424.54
121	HOTEL / MOTEL TAX FUND	86,933.98
123	STATE DRUG FORFEITURE ST ATTY	2,202.13
124	CHECK OFFENDER PROG ST ATTY	14.00
126	LAW LIBRARY	14,276.78
131	DETENTION HOME	204,275.72
145	FORECLOSURE MEDIATION FUND	5,645.80
155	MEMORIAL HALL	13,469.23
158	CHILD ADVOCACY PROJECT	35,481.95
161	COUNTY HIGHWAY	294,935.34
162	COUNTY BRIDGE FUND	56,424.66
163	FEDERAL AID MATCHING FUND	77,791.89
164	MOTOR FUEL TAX FUND	103,482.58
165	TOWNSHIP HIGHWAY FUND	106,283.93
181	VETERANS ASSISTANCE FUND	110,041.76
185	HEALTH INSURANCE	1,950,043.66
192	EMPLOYER SOCIAL SECURITY FUND	364,847.06
193	ILLINOIS MUNICIPAL RETIRE	497,156.94
194	TORT JUDGMENT & LIABILITY	10,683.00
218	BAXTER RD TIF FUNDS	143,437.70
301	HEALTH GRANTS	681,229.96
302	SHERIFF'S DEPT GRANTS	2,197.80
303	STATE'S ATTORNEY GRANT	15,004.98

CONTINUATIONFUND NAMERECOMMENDED FOR PAYMENT

304	PROBATION GRANTS	10,120.00
309	CIRCUIT COURT GRANT FUND	139,892.13
401	RIVER BLUFF NURSING HOME	1,247,668.86
410	ANIMAL SERVICES	146,776.25
420	555 N COURT OPERATIONS FUND	9,240.06
430	WATER FUND	2,296.06
501	INTERNAL SERVICES	27,061.53
TOTAL THIS REPORT		<u>13,056,313.39</u>

The adoption of this report is hereby recommended:


 William Crowley, County Auditor

ADOPTED: This 24th day of October 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