



# WINNEBAGO COUNTY

— ILLINOIS —

**REVISED**

## AGENDA

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

**Thursday, December 19, 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 Dave Fiduccia
5. **Awards, Proclamations, Presentations, Public Hearings, and Public Participation**
  - A. Awards – None
  - B. Proclamations – None
  - C. Presentations – None
6. **Public Comment** ..... Registered Speakers  
*Members of the public may address the Board by submitting their request no later than 2 hours prior to the start of the meeting. Contact [www.wincoil.us](http://www.wincoil.us) or (815) 319-4225 for guidelines.*
7. **Board Member Correspondence** ..... Board Members
8. **Chairman's Report** ..... Chairman Frank Haney
  - A. Letter Regarding Refugee Settlement
  - B. Appointment Process for Newly Established Mental Health Board
  - C. Host Fee Update
  - D. Landfill Update
9. **Announcements & Communications** ..... Clerk Lori Gummow
  - A. Correspondence (see packet)
10. **Consent Agenda**..... Chairman Frank Haney
  - A. Raffle Report

- B. Bills
- C. Approval of November 14, 2019 minutes
- D. Layover of November 26, 2019 minutes

**11. County Administrator’s Report.....Interim County Administrator Steve Chapman**

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

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

- A. Finance Committee .....**Jaime Salgado, Committee Chairman**
  - 1. Committee Report
  - 2. Resolution Submitting to the Electors by Referendum the Question of Imposing a ½% Special County Retailers’ Occupation Tax (Sales Tax) for Mental Health Purposes for a **Period not to Exceed Six Years** for the County of Winnebago, Illinois
  - 3. Budget Amendment 2020-005 Axon Network Enhancements to be Laid Over
  - 4. Budget Amendment 2020-006 ToughBooks Replacements to be Laid Over
  - 5. Budget Amendment 2020-007 Electronic Health Care to be Laid Over
  - 6. Budget Amendment 2020-008 Animal Donation to be Laid Over
  - 7. Resolution Authorizing the Settlement of Pending Litigation (Laverne Huggins \$62,500)
- B. Economic Development Committee..... **Jas Bilich, Committee Chairman**
  - 1. Committee Report
  - 2. Resolution Authorizing The Execution Of An Intergovernmental Agreement With The Northern Illinois Land Bank Authority Regarding Initiating Petitions To Have Properties Declared Abandoned Laid Over from the November 26, 2019 Meeting
  - 3. Resolution Of The County Board Of The County Of Winnebago, Illinois Approving Participation In The 2021-2026 Comprehensive Economic Development Strategy (CEDS) For Northern Illinois Region
  - 4. Resolution Authorizing A Grant Of Fifty-Thousand Dollars To The Village Of Pecatonica For The Replacement Of Street Lights And Light Poles
- C. Operations & Administrative Committee ..... **Keith McDonald, Committee Chairman**
  - 1. Committee Report
  - 2. Resolution Awarding Display Cabinets for Veterans Memorial Hall
  - 3. Resolution Urging the Winnebago Landfill to Come into Compliance with IEPA Regulations
  - 4. Resolution Authorizing Communication with the Illinois General Assembly Regarding Proposed Changes to the County Code Allowing Counties to Create and Enforce a Nuisance Ordinance
- D. Zoning Committee ..... **Jim Webster, Committee Chairman**
  - Planning and/or Zoning Requests:
    - 1. Z-08-19 A map amendment to rezone +/- 2.5 acres from the RA, Rural Agricultural Residential District (a sub-district of the RA District) to the RR, Rural Residential District

(a sub-district of the RA District) for the property that is commonly known as 5500 Woodview Way, Rockford, IL 61109 in Cherry Valley Township, District 11 to be laid over

2. Z-13-19 A map amendment to rezone +/- 13.29 acres from the RR, Rural Residential District (a sub-district of the RA District) and the AG, Agricultural Priority District to the RE, Rural Estate District (a sub-district of the RA District) for the property that is commonly known as 7007 and 7117 Flora Road, Rockford, IL 61101 in Winnebago Township, District 1 to be laid over
3. Z-14-19 A map amendment to rezone +/- 7.32 acres from the RE, Rural Estate District (a sub-district of the RA District) to the RA, Rural Agricultural Residential District (a sub-district of the RA District) for the properties that are commonly known as 7908 and 7966 Manchester Road and 14640 and 14668 White School Road, South Beloit, IL 61080 in Roscoe Township, District 4 to be laid over
4. Committee Report

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

1. Committee Report
2. Resolution Authorizing the Chairman of the County Board to Execute an Agreement with WellSky Corporation

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

1. Committee Report

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

1. Committee Report

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

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

- A. Resolution Authorizing Placing a Binding Question on the Public Ballot Before the Electors of Winnebago County to Adopt the County Executive Form of Government in the County of Winnebago, Illinois

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

**Next Meeting: Thursday, January 9, 2020**

# **CHAIRMAN'S REPORT**





# WINNEBAGO COUNTY

— ILLINOIS —

**Chairman Frank Haney**

Secretary Michael R. Pompeo  
U.S. Department of State  
2201 C. Street NW  
Washington DC, 20520

December 9, 2019

**Re: Executive Order 13888, Refugee Resettlement**

Dear Secretary Pompeo:

This letter is in reference to Executive Order 13888 issued September 26, 2019, "On Enhancing State and Local Involvement in Resettlement." Per Section 2, the Administration is requesting written feedback from individual Governors, Mayors, County Chairman, etc. on refugee resettlement:

*... That process shall provide that, if either a State or locality has not provided consent to receive refugees under the Program, then refugees should not be resettled within that State or locality.*

**As Winnebago County Board Chairman, I support continued initial refugee resettlement in Winnebago County as per the terms of the President's Executive Order** for four primary reasons:

1. Track record of local success.
2. Thorough screening process and positive outcomes around public safety.
3. Demonstrated economic benefit.
4. The big picture.

**1. Track record of local success.** The Catholic Diocese of Rockford reports, and a number of local leaders and partners have confirmed, the sustained success of refugees in our community. Examples include 50% of resettled refugees owning their own homes within 5 years of arrival. And, for the past 30+ years, more than 90% of our employment-eligible clients are employed within 120 days of arrival. Refugees pay taxes, positively engage in our community, fill gaps in our workforce, and start small businesses. Their children become professionals across a wide-range of sectors.

Winnebago County has a strong support network: Catholic Charities partners with the United Way, the Literacy Council, the Winnebago County Sheriff's Department, Rockford Police

Department, Rockford Mass Transit, Public Library System, and other organizations to help recent arrivals learn English, become oriented to our laws, community features, and expectations. And, through employment and cultural adaptation, they become fully participating members and citizens.

**2. Thorough screening process and positive outcomes around public safety.** The Department of State, Department of Defense, Department of Homeland Security, FBI, and National Counter Terrorism Center conduct thorough background screenings of all refugees prior to resettlement in the United States.

Despite speculation of increases in crime rates with an increase in refugee population, there is no documented evidence that I can find that suggests refugee resettlement leads to more crime. In fact, studies suggest the opposite with refugees as well as with the larger immigrant population. First-hand discussions with the Winnebago County Sheriff and Rockford Police Chief, the leaders from our region's two largest law enforcement agencies, confirms that refugees are not generally engaging in illegal activity in our community nor are they creating public safety issues for our existing residents.

**3. Demonstrated economic benefit.** Homeland Security defines a refugee as *"a person outside his or her country of nationality who is unable or unwilling to return to his or her country of nationality because of persecution or a well-founded fear of persecution."* There is no doubt some are in desperate need of our help and, as a person of Faith, this is not something that should be easily ignored. However, this is only part of the story. A strong business case for refugee resettlement to host communities is supported by research and data. Economic impact studies, such as the one conducted by Chmura Economics & Analytics in 2012 in Cleveland, a Midwest community experiencing population decline, speaks directly to the positive economic benefit refugees bring to communities:

*Despite misconceptions, the Cleveland area refugee community relies relatively little on public assistance and what public benefits they do receive serves largely as an influx of federal funds into the Cleveland area, which without these refugee arrivals would be diverted to other cities that welcome new refugees. In fact, this study finds that the annual \$4.8 million of funding—predominantly funded out of federal programs—which support the refugee service agencies effectively generates \$48 million in total annual economic activity, supports 650 jobs in Cuyahoga County, and generates nearly \$2.8 million in taxes to the state and local authorities... nearly \$30 million in spending from refugee household earnings and refugee-started businesses generating employment and taxes for the Greater Cleveland economy. (Source: <https://www.hias.org/sites/default/files/clevelandrefugeeeconomic-impact.pdf>)*

Nationally, the Department of Health and Human Services reports that refugees contributed \$63 billion dollars in revenue over the past decade.

**4. Big picture.** In Ronald Reagan's final speech as President in January of 1989, he reminded Americans of just how essential those who come to the United States from elsewhere are to the future success of our country:

*"We lead the world because, unique among nations, we draw our people, our strength, from every country and every corner of the world. And by doing so we continuously renew and enrich our nation. While other countries cling to the stale past, here in America we breathe life into dreams, we create the future and the world follows us into tomorrow.*

*Thanks to each wave of new arrivals to this land of opportunity, we're a nation forever young, forever bursting with energy and new ideas, and always on the cutting edge, always leading the world to the next frontier.*

*This quality is vital to our future as a nation. If we ever closed the door to new Americans, our leadership in the world would soon be lost."*

Again, I support continued refugee resettlement in the community I grew-up in and now am fortunate to serve as Chairman of the Winnebago County Board.

Frank Haney

CC: Principal Deputy Assistant Secretary Carol T. O'Connell  
Bureau of Population, Refugees, and Migration  
U.S. Department of State





## OFFICE OF THE GOVERNOR

207 STATE HOUSE  
SPRINGFIELD, ILLINOIS 62706

**JB PRITZKER**  
GOVERNOR

The Honorable Michael R. Pompeo  
Secretary of State  
U.S. Department of State  
2201 C Street, N.W.  
Washington, D.C. 20230

Honorable Secretary Pompeo,

Since 1975, the State of Illinois has welcomed and resettled more than 130,000 refugees from more than 86 countries. In recent years, 1,000 to 3,000 refugees, those seeking asylum, and victims of human trafficking arrived in Illinois annually. Refugees have successfully rebuilt their lives and made positive social and economic contributions to Illinois. They have helped revitalize neighborhoods and added to the cultural vitality of our state and communities.

As the Governor of Illinois and the great-grandson of refugees, I am committed to ensuring that Illinois is a welcoming state, especially for refugees and those seeking asylum. As survivors of persecution, refugees embody the importance of human rights, democracy, and freedom. Refugees' resilience in the face of hardship inspires courage, hope, and perseverance. And refugees' countless contributions undoubtedly make our states and nation stronger.

Importantly, refugees admitted through the United States must go through extensive security screening prior to their arrival. This process ensures that their claims are valid and that they are not a security risk to the United States. The security vetting can last more than two years and includes five background checks, four biometric security checks, and multiple interviews with United States officials. Once admitted to the United States, refugees are required to become self-sufficient and integrated into their new communities as soon as possible.

The New American Economy's report [\*From Struggle to Resilience, the Economic Impact of Refugees in America\*](#) and the National Bureau of Economic Research's report [\*The Economic and Social Outcomes of Refugees in the U.S.\*](#) have documented that:

- Refugees pay \$21,000 more in taxes than they receive in benefits on average in their first 20 years in the U.S.
- Refugee rates of entrepreneurship (15%) exceed other immigrants (11.5%) as well as U.S. born (9%).



## OFFICE OF THE GOVERNOR

207 STATE HOUSE  
SPRINGFIELD, ILLINOIS 62706

**JB PRITZKER**  
GOVERNOR

- Refugees become citizens at a higher rate than non-refugee immigrants. In 2015, 84% of eligible refugees were naturalized citizens as compared to 51% of other immigrants.
- Refugee children do as well as U.S.-born children on measures of education attainment.
- Over 77% of refugees are of working age as compared to 49.7% of the U.S.-born population, helping to meet U.S. labor force needs.

Illinois communities have clearly benefited from having refugees in our midst. We coordinate with the U.S. State Department and the Office of Refugee Resettlement, as well as the non-profit sector, to make sure that local communities are consulted and engaged in an on-going, positive effort to welcome refugees and ensure that refugees can realize their full potential in our country.

With a global humanitarian crisis of more than 70 million forcibly displaced individuals, including 25 million who are refugees seeking asylum, the United States should continue to provide leadership, in partnership with other countries, to offer resettlement for refugees. Our nation has the capacity to admit significantly more than the 18,000-person limit set by the presidential determination for FY20. I believe it is in our national interest and consistent with our national values to do so.

As the Governor of Illinois, I proudly consent to the continuation of refugee admission to our state and extend a warm welcome to refugees who have come and will be coming to Illinois.

Sincerely,

A handwritten signature in black ink, appearing to read "JB Pritzker", written over a light gray grid background.

JB Pritzker  
Governor

# **ANNOUNCEMENTS & COMMUNICATIONS**



# WINNEBAGO COUNTY

— ILLINOIS —

## Announcements & Communications

Date: December 19, 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. Byron Generating Station – Emergency Preparedness Biennial Exercise Inspection Report 05000454/2019501 and 05000455/201905
  - b. Federal Register / Vol. 84, No. 232 / Tuesday, December 3, 2019 / Notices
  - c. Notice of Revised format for Biweekly Notices of Applications and Amendments to Licenses Involving no Significant Hazards Considerations
  - d. Summary of November 20, 2019, Meeting with Exelon Generation Company, LLC Regarding a Planned Request to Revise the Quality Assurance Program (EPID L-2019-LRM-0086)
  - e. Letter regarding Operator Licensing Examination Approval.
  - f. Braidwood Station, Units 1 and 2; Byron Station, Unit Nos. 1 and 2; Calvert Cliffs Nuclear Power Plant, Units 1 and 2; Clinton Power Station, Unit No. 1; Dresden Nuclear Power Station, Units 2 and 3; James A. Fitzpatrick Nuclear Power Plant; LaSalle County Station, Units 1 and 2; Limerick Generating Station, Units 1 and 2; Nine Mile Point Nuclear Station, Units 1 and 2; Peach Bottom Atomic Power Station, Units 2 and 3; Quad Cities Nuclear Power Station, Units 1 and 2; R.E. Ginna Nuclear Power Plant; and Three Mile Island Nuclear Station, Unit 1 –Request for



# WINNEBAGO COUNTY

— ILLINOIS —

Withholding Information Regarding Guarantees of Payment of Deferred Premiums.

2. County Clerk Gummow received from Charter Communication, locally known as Spectrum, letters regarding changes in channel lineup on or around December 30, 2019 for the following:
  - a. County of Winnebago
  - b. Township of Harlem
  - c. Township of Rockton
  - d. Township of Roscoe
3. County Clerk Gummow received from Charter Communication, locally known as Spectrum, letters regarding changes in channel lineup on or around December 1, 2019 for the following:
  - a. County of Winnebago
  - b. Township of Harlem
  - c. Township of Rockton
  - d. Township of Roscoe
4. County Clerk Gummow received from Charter Communications a letter regarding the Quarterly Franchise Fee Payment for the following:
  - a. Harlem, IL, Township
  - b. Town of Rockton, IL
  - c. Town of Roscoe, IL
5. County Clerk Gummow received from Comcast the most up-to-date information for Comcast and its local personnel.
6. County Clerk Gummow received from Eagle Creek Renewable Energy a notification of joint meeting and site visits; Rockton Hydroelectric Project (FERC No. 2373-012) Dixon Hydroelectric Project (FERC No. 2446-051)
7. County Clerk Gummow received from Nancy McPherson, Winnebago County Recorder, the Monthly Report for November, 2019.
8. County Clerk Gummow received from Illinois Environmental Protection Agency the following:





# WINNEBAGO COUNTY

— ILLINOIS —

- a. Notice of Application for Permit to Manage Waste (LPC-PA 16) Description of Project: Application providing second quarter 2019 alternate source demonstration in accordance with Condition VIII.15 of Permit Modification No. 77 for the North Expansion Unit.
  - b. Notice of Application for Permit to Manage Waste (LPC-PA16) Description of Project: Request of operating authorization of Cell E3 of the East Expansion Unit at the Winnebago Landfill.
9. County Clerk Gummow received from the Illinois Department of Transportation the following:
  - a. A letter informing that Mr. Molina has meet the requirements to take the examination for the County Engineer position.
  - b. A letter informing Mr. Molina of the examination date to full the office of County Engineer in Winnebago County.
10. County Clerk Gummow received from Sue Goral, Winnebago County Treasurer the Monthly Report for October, 2019 Bank Balances.

# **CONSENT AGENDA**

## RAFFLE APPLICATION REPORT

Presently the County Clerk's office has Raffle Applications submitted by  
5 different organizations for 5 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
30291	1	HARLEM COMMUNITY CENTER	01/02/2020-02/01/2020	\$ 1,425.00
30292	1	ROCKFORD HOCKEY CLUB	12/20/2019-02/08/2020	\$ 4,975.00
30293	1	ROCKFORD UNIVERSITY	01/01/2020-02/15/2020	\$ 5,000.00
30294	1	ROCKTON LIONS CLUB	01/01/2020-06/21/2020	\$ 10,000.00

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
30295	1	GAR GYMNASIIC BOOSTER CLUB	01/01/2020-12/31/2020	\$ 1,400.00

This concludes my report

Deputy Clerk Kayla Hilliard

LORI GUMMOW  
Winnebago County Clerk

Date 19-Dec-19

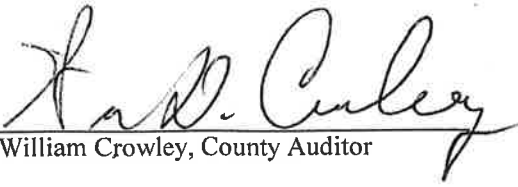
RESOLUTION

TO THE HONORABLE COUNTY BOARD OF WINNEBAGO COUNTY:

Your County Auditor respectfully submits the following summarized report of the claims to be paid and approved:

	<u>FUND NAME</u>	<u>RECOMMENDED FOR PAYMENT</u>
001	GENERAL FUND	4,720,630.07
101	PUBLIC SAFETY TAX	1,695,389.18
103	DOCUMENT STORAGE FUND	20,319.98
104	TREASURER'S DELINQUENT TAX FU	3,789.52
105	VITAL RECORDS FEE FUND	13,753.24
106	RECORDERS DOCUMENT FEE FUND	57,343.62
109	VICTIM IMPACT PANEL FEE	800.00
111	CHILDREN'S WAITING ROOM FUND	11,554.39
112	RENTAL HOUSING FEE FUND	29,844.00
114	911 OPERATIONS FUND	61,915.01
115	PROBATION SERVICE FUND	6,777.77
116	HOST FEE FUND	200,000.00
120	DEFERRED PROSECUTION PROGRAM	3,464.53
121	HOTEL / MOTEL TAX FUND	123,937.84
126	LAW LIBRARY	15,385.19
131	DETENTION HOME	184,683.06
145	FORECLOSURE MEDIATION FUND	4,380.02
155	MEMORIAL HALL	7,667.20
156	CC CLERK ELECTRONIC CITATION FUND	8,929.00
158	CHILD ADVOCACY PROJECT	35,668.85
161	COUNTY HIGHWAY	226,922.65
162	COUNTY BRIDGE FUND	114,091.86
164	MOTOR FUEL TAX FUND	965,860.60
165	TOWNSHIP HIGHWAY FUND	26,484.00
181	VETERANS ASSISTANCE FUND	103,963.14
185	HEALTH INSURANCE	1,141,166.69
192	EMPLOYER SOCIAL SECURITY FUND	351,833.34
193	ILLINOIS MUNICIPAL RETIRE	471,244.26
194	TORT JUDGMENT & LIABILITY	923.00
301	HEALTH GRANTS	501,863.51
303	STATE'S ATTORNEY GRANT	10,167.93
304	PROBATION GRANTS	5,325.00
309	CIRCUIT COURT GRANT FUND	198,554.99
401	RIVER BLUFF NURSING HOME	1,021,364.58
410	ANIMAL SERVICES	137,833.23
420	555 N COURT OPERATIONS FUND	17,750.00
430	WATER FUND	20,281.63
501	INTERNAL SERVICES	36,270.09
	TOTAL THIS REPORT	<u>12,558,132.97</u>

The adoption of this report is hereby recommended:

  
William Crowley, County Auditor

ADOPTED: This 19th day of December 2019 at the City of Rockford, Winnebago County, Illinois.

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

ATTEST:

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

**REGULAR ADJOURNED MEETING  
WINNEBAGO COUNTY BOARD  
NOVEMBER 14, 2019**

1. Chairman Haney Called to Order the Regular Adjourned Meeting of the Winnebago County Board for Thursday, November 14, 2019 at 6:02 p.m.
2. Chairman Haney announced the following Agenda Changes:  
  
Please move the Operations & Administrative Committee to the end of the Meeting and move the Personnel and Policies Committee up. There will be a "Closed Session" before the Operations & Administrative Committee.
3. Roll Call: 17 Present. 3 Absent. (Board Members Arena, Bilich, Booker, Boomer, Butitta, Crosby, Fellars, Gerl, Goral, Hoffman, Kelley, McDonald, Redd, Salgado, Tassoni, Webster, and Wescott were present) (Board Members Fiduccia, Nabors, and Schultz were absent.)
4. Chairman Haney asked for a moment of silence for a recently deceased Winnebago County Corrections Officer.
5. County Board Member Crosby gave the invocation and led the Pledge of Allegiance.

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

6.     Awards                 -     None  
  
          Proclamations     -     None  
  
          Presentations     -     None

**PUBLIC COMMENT**

7. Josh Morgan, station manager at 13 WREX spoke of reviewing recordings and minutes of a "Closed Session" meeting on May 2, 2019 regarding the 911 Agreement with Municipalities.

Chairman Haney read the Public Comment Disclaimer.

Justin Zougg a Winnebago County resident spoke of his disappointment with the County Board. Discussion by Board Members Webster, Kelley, and Crosby.

**BOARD MEMBER CORRESPONDENCE**

8.     None.

**CHAIRMAN'S REPORT**

9. Capital Improvement Plan (CIP) – Chairman Haney spoke of the Sheriff's request for body cameras and options for funding.

Dekalb County Fair Map Process – Chairman Haney would like to take the politics out of drawing political maps at a State level.

Landfill Discussion – Chairman Haney announced the Attorney General will be back in court with the Landfill on the 21<sup>st</sup>.

Chairman Haney would like clarification regarding "Open and Closed Sessions." Discussion by Board Member Goral.

### **ANNOUNCEMENTS & COMMUNICATION**

10. 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:
1. A letter regarding a meeting with Exelon Generation Company, LLC Regarding License Amendment Request to Revise the Allowable Value for Reactor Water Cleanup System Isolation for the James A. FitzPatrick Nuclear Power Plant.
  2. Reassignment of the U.S. Nuclear Regulatory Commission Branch Chief in the Division of Operating Reactor Licensing for Plant Licensing Branch III.
  3. Federal Register / Vol. 84, No. 204 / Tuesday, October 22, 2019 / Notices.
  4. Byron Station, Units 1 and 2: Operator Licensing Examination Approval.
  5. Federal Register / Vol. 84, No. 214 / Tuesday, November 5, 2019 / Notices.
- B. County Clerk Gummow submitted from the Illinois Environmental Protection Agency the following:
1. Public Notice Proposed Issuance of a Federally Enforceable State Operating Permit Rock River Water Reclamation District in Rockford.
  2. Public Notice regarding the National Pollutant Discharge Elimination System.
  3. Notice of Application for Permit to Manage Waste (LPC-PA16) Description of Project: Application providing an evaluation of groundwater quality for wells G51S and G49D in accordance with Conditions VII.27 and VII.28 of Permit Modification No. 94.
- C. County Clerk Gummow submitted from Eagle Creek Renewable Energy a notification regarding Rockton Hydroelectric Project (FERC No. 2373-012) Dixon Hydroelectric

Project (FERC No. 2446-051) Consultation for Scheduling the Joint Meeting, Site Visits, and Request for RSVP.

- D. County Clerk Gummow submitted from Sue Goral, Winnebago County Treasurer the Monthly Report for September, 2019 Bank Balances.
- E. County Clerk Gummow submitted from Comcast the following:
  - 1. Xfinity TV Channel Update
  - 2. Cartoon Network and Cartoon Network HD Moving to Digital Preferred Package

### **CONSENT AGENDA**

- 11. Chairman Haney entertained a motion to approve the Consent Agenda for November 14, 2019 (Raffle Report and County Board Minutes of October 10, 2019 and to layover the County Board Minutes of October 24, 2019). Board Member Hoffman moved for the approval of the Consent Agenda, seconded by Board Member Crosby. The motion was approved by a unanimous vote of all members present. (Board Members Fiduccia, Nabors, and Schultz were absent.)

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

- 12. No Report.

### **DEPARTMENT HEAD UPDATES**

- 13. Supervisor of Assessments, Tom Hodges gave a brief update on the 2019 Assessment Complaints. Discussion by Board Member Webster.

### **REPORTS FROM STANDING COMMITTEES**

#### **FINANCE COMMITTEE**

- 14. Board Member Salgado read in for the first reading of a Budget Amendment 2020-001 Teen Pregnancy to be Laid Over. Board Member Salgado made a motion to suspend the rules, seconded by Board Member Wescott. Motion to suspend the rules was approved by a voice vote. (Board Members Fiduccia, Nabors, and Schultz were absent.) Board Member Salgado made a motion to approve Budget Amendment 2020-001 Teen Pregnancy, seconded Wescott. Motion was approved by a unanimous vote of all members present. (Board Members Fiduccia, Nabors, and Schultz were absent.)
- 15. Board Member Salgado read in for the first reading of a Budget Amendment 2019-033 Ware Building Improvements to be Laid Over. Board Member Salgado made a motion to suspend the rules, seconded by Board Member Gerl. Motion to suspend the rules was approved by a voice



vote. (Board Members Fiduccia, Nabors, and Schultz were absent.) Board Member Salgado made a motion to approve Budget Amendment 2019-033 Ware Building Improvements, seconded by Board Member Gerl. Discussion by Interim County Administrator Chapman. Motion was approved by voice vote. (Board Member McDonald voted no.) (Board Members Fiduccia, Nabors, and Schultz were absent.)

16. Board Member Salgado read in for the first reading of a Budget Amendment 2020-002 Probation to be Laid Over. Board Member Salgado made a motion to suspend the rules, seconded by Board Member Gerl. Motion to suspend the rules was approved by a voice vote. (Board Members Fiduccia, Nabors, and Schultz were absent.) Board Member Salgado made a motion to approve Budget Amendment 2020-002 Probation, seconded by Board Member Gerl. Discussion by Interim County Administrator Chapman, Chairman Haney, and Board Member Salgado. Motion was approved by a unanimous vote of all members present. (Board Members Fiduccia, Nabors, and Schultz were absent.)
17. Board Member Salgado made a motion to approve a Resolution Authorizing Settlement of a Claim Against the County of Winnebago Entitled Robert Zimmerman Versus Winnebago County, seconded by Board Member Gerl. Motion was approved by Board Member Gerl. Motion was approved by a voice vote. (Board Members Fiduccia, Nabors, and Schultz were absent.)
18. Board Member Salgado made a motion to approve a Resolution Authorizing Settlement of a Claim Against the County of Winnebago Entitled Frank Ventre Versus Winnebago County, seconded by Board Member Gerl. Motion was approved by a unanimous vote of all members present. (Board Members Fiduccia, Nabors, and Schultz were absent.)
19. Board Member Salgado made a motion to approve a Resolution Authorizing Settlement of a Claim Against the County of Winnebago Entitled Scott Johnston Versus Winnebago County, seconded by Board Member Gerl. Motion was approved by a unanimous vote of all members present. (Board Members Fiduccia, Nabors, and Schultz were absent.)

Board Member Salgado spoke of Capital Projects and a letter from the Attorney General regarding the "Closed Meeting Act." Board Member Salgado added for the record that he and Board Member McDonald received a letter from the Attorney General and was sent to Deputy State's Attorney Kurlinkus and the State's Attorney's Office and they responded and sent the recordings to see if there was a foiable violation based on the "Closed Meeting Act." Board Member Salgado was aware that the State's Attorney would file an appeal. Discussion by Chairman Haney, State's Attorney Hite-Ross, and Board Member Salgado.

### **ZONING COMMITTEE**

20. No Report.

### **ECONOMIC DEVELOPMENT**

21. Board Member Bilich made a motion to approve an Ordinance Amending The Winnebago County Code Of Ordinances By The Addition Of Article VI To Chapter 78, Imposing A County Cannabis Retailers' Tax Laid Over from October 24, 2019 Meeting, seconded by Board Member

Fellars. Discussion by State's Attorney Hite-Ross and Board Members Arena, Bilich. Board Member Butitta made a motion to amend the Ordinance to remove the unincorporated Winnebago County portion of the language that would allow for a tax in the unincorporated portions of Winnebago County. Motion failed for a lack of a second. Motion to approve the Ordinance was approved by a roll call vote of 16 yes and 1 no vote. (Board Member Butitta voted no.) (Board Members Fiduccia, Nabors, and Schultz were absent.)

22. Board Member Bilich made a motion to approve an Ordinance Amending The Winnebago County Code Of Ordinances To Provide For Video Gaming As Allowed By The Illinois Video Gaming Act Laid Over from October 24, 2019 Meeting, seconded by Board Member Butitta. Discussion by Board Member Bilich. Motion was approved by a voice vote. (Board Members Fiduccia, Nabors, and Schultz were absent.)

### **PERSONNEL AND POLICY COMMITTEE**

23. Board Member Boomer made a motion to approve a Resolution Authorizing the Execution of a Renewal Agreement with Gallagher Bassett for Third Party Administrator Fees for Workers Compensation and Liability Claims, seconded by Board Member Hoffman. Motion was approved by a unanimous vote of all members present. (Board Members Fiduccia, Nabors, and Schultz were absent.)
24. Board Member Boomer made a motion to approve a Resolution Authorizing the Execution of a Renewal Agreement with Arthur J. Gallagher for the Property, Causality, and Workers Compensation Coverage, seconded by Board Member Goral. Motion was approved by a voice vote. (Board Members Fiduccia, Nabors, and Schultz were absent.)

### **OPERATIONS & ADMINISTRATIVE COMMITTEE**

25. Chairman Haney entertained a motion to go into Closed Session to discuss Litigation. Board Member Fellars made a motion to close the meeting pursuant to the provisions of Section 2C-11 of the Illinois Open Meeting Act 5ILCS 20/2C-11, seconded by Board Member Kelley. The motion failed by a voice vote. (Board Members Fiduccia, Nabors, and Schultz were absent.)
26. Board Member McDonald made a motion to send back to committee an Ordinance Amending Chapter 70 of the Winnebago County Code of Ordinances Related to Waste Haulers and Solid Waste Laid Over from October 24, 2019 Meeting, seconded by Board Member Boomer. Discussion by Chairman Haney, State's Attorney Hite-Ross, and Board Members Crosby, Arena, Goral, Fellars, and Butitta. Board Member Boomer made a motion to call the question, seconded by Board Member Wescott. Motion to call the question was approved by a roll call vote of 15 yes and 2 no votes. (Board Members Booker and Crosby voted no.) (Board Members Fiduccia, Nabors, and Schultz were absent.) Motion to send back to committee was approved by a roll call vote of 10 yes and 7 no votes. (Board Members Booker, Butitta, Crosby, Fellars, Goral, Hoffman, and Kelley voted no.) (Board Members Fiduccia, Nabors, and Schultz were absent.)

### **PUBLIC WORKS**

27. No Report.

## **PUBLIC SAFETY**

28. Board Member Booker announced there will be a Public Safety Committee Meeting next Wednesday.

## **UNFINISHED BUSINESS**

29. Chairman Haney entertained a motion to approve the Board Appointment. Board Member Gerl made a motion to approve the Board Appointment (listed below), seconded by Board Member Fellars. Motion was approved by a voice vote. (Board Members Fiduccia, Nabors, and Schultz were absent.)

A. Otter Creek Lake Utility District

1. **Edwin Herman**  
Davis, IL  
October 2019 – October 2024

## **NEW BUSINESS**

30. Land Bank Abandonment IGA (Referred to Economic Development Committee) - Director of Development Services Dornbush gave a brief explanation regarding the Land Bank Abandonment IGA. Discussion by Board Member Arena.

Chairman Haney spoke of his disappointment during the County Board Meeting regarding ending “hot topic” discussions too early and would like to announce for the record that he will never stop a Board Member from sharing his or her opinion. Board Member Webster responded to Chairman Haney’s comment. Board Member Webster explained he called “Point of Order” and believes discussion and debates should be among Board Members. Board Member Webster reported that under Ordinance, a Chairman runs the meeting but not his position to take part in debate and discussion on the Board floor. Board Member Webster turned to State’s Attorney Hite-Ross for clarification regarding “Point of Order.” State’s Attorney Hite-Ross explained that a memo was previously sent out regarding “Point of Order.” Discussion by Deputy State’s Attorney Kurlinkus and Board Member Hoffman.

31. Chairman Haney entertained a motion to go into Closed Session to discuss Opioid Litigation. Board Member Fellars made a motion to close the meeting pursuant to the provisions of Section 2C-11 of the Illinois Open Meeting Act 5ILCS 20/2C-11, seconded by Board Member Crosby. The motion was approved by a voice vote. The Meeting closed at 7:30 p.m.

Board Members McDonald and Fellars departed at 7:30 p.m.

32. The Meeting reconvened at 7:50 p.m. Chairman Haney announced that no action was taken during the Closed Session.

33. Chairman Haney entertained a motion to adjourn. County Board Member Hoffman moved to adjourn the meeting, seconded by Board Member Kelley. Motion was approved by a voice vote. (Board Members Fellars, Fiduccia, Nabors, McDonald, and Schultz were absent.) The meeting was adjourned at 7:51 p.m.

Respectfully submitted,



Lori Gummow  
County Clerk

ar

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

1. Chairman Haney Called to Order the Regular Adjourned Meeting of the Winnebago County Board for Tuesday, November 26, 2019 at 6:04 p.m.

2. Chairman Haney announced the following Agenda Changes:

Under Presentations:

Please remove the Personnel and Policies Ad Hoc Committee presentation.

Under Personnel and Policies Committee:

Please remove Item 2. Resolution Authorizing Hiring of the Northern Illinois University Center for Governmental Studies for Technical Research: Administrator and County Board Chair Duties.

Please move the Operations Committee report under the Finance Committee.

3. Roll Call: 18 Present. 2 Absent. (Board Members Arena, Bilich, Booker, Boomer, Butitta, Crosby, Fellars, Fiduccia, Gerl, Goral, Kelley, McDonald, Nabors, Salgado, Schultz, Tassoni, Webster, and Wescott were present) (Board Members Hoffman and Redd were absent.)
4. County Board Member Fellars 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. Marcia Gomez, former owner of an industrial business spoke the County Board's overall conduct at the previous Board Meeting.

Justin Zaaug, a Winnebago County resident thanked the Board Member's for stepping up on the landfill issue and would like additional assistance in the matter.

**BOARD MEMBER CORRESPONDENCE**

7. Board Member Butitta asked Chairman Haney for an update on the status of a Resolution regarding the Executive form of County Government. Chairman Haney announced Deputy State's Attorney Kurlinkus is working on it and will have an update in the near future.

Boards Member Crosby asked for an update on the duties and functions regarding the Chairman.

### **CHAIRMAN'S REPORT**

8. Chairman Haney spoke of the three memos he sent out to the landfill. A memo was sent to the leadership of the landfill asking for compliance with any open violations related to the IPA and receive immediate attention. The second memo was communication with our State partners including the Governor's Office and the IPA going forward. The third memo was a request for a public hearing.

Chairman Haney announced there is a packet that includes information regarding the Dekalb County Fair Maps Process.

County Clerk Gummow gave an update on the Election Petition process in the County Clerk's Office.

Chairman Haney announced Purchasing Director Johns can speak on the process of Body Cameras.

Chairman Haney encouraged committees to get the May 2019 closed session meeting minutes out.

Board Member Webster spoke of an email from Pete Lyons regarding the landfill.

Chairman Haney spoke of a potential Resolution regarding the compliance with the IPA.

### **ANNOUNCEMENTS & COMMUNICATION**

9. County Clerk Gummow submitted the Items Listed Below as Correspondence which were "Placed on File" by Chairman Haney:
- A. County Clerk Gummow submitted from the United States Nuclear Regulatory Commission the following:
    - a. Byron Station – Integrated Inspection Report 0555454/2019003 and 05000455/2019003
    - b. Federal Register / Vol. 84, No. 223 /Tuesday, November 19, 2019 / Notices
  - B. County Clerk Gummow submitted from Charter Communication, locally known as Spectrum, letters regarding changes in channel lineup on or around December 13, 2019 for the following:
    - a. County of Winnebago

- b. Township of Harlem
  - c. Township of Rockton
  - d. Township of Roscoe
- C. County Clerk Gummow submitted from Charter Communication, locally known as Spectrum, letters regarding AMC video on demand services will launch on the video on demand portal with an array of services on or around December 17, 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 Charter Communications a letter regarding the Quarterly Franchise Fee Payment for the following:
- a. Harlem, IL, Township
  - b. Town of Rockton, IL
  - c. Town of Roscoe, IL
- E. County Clerk Gummow submitted from Nancy McPherson, Winnebago County Recorder, the Monthly Report for October, 2019.
- F. County Clerk Gummow submitted from Theresa Grennan, Chief Deputy Winnebago County Treasurer the Investment Report for November 2019.

### **CONSENT AGENDA**

10. Chairman Haney entertained a motion to approve the Consent Agenda for November 26, 2019 (Raffle Report, Bills, and County Board Minutes of October 24, 2019 and to layover the County Board Minutes of November 14, 2019). Board Member Fellars moved for the approval of the Consent Agenda, seconded by Board Member Nabors. The motion was approved by a unanimous vote of all members present. (Board Members Hoffman and Redd were absent.)

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

11. Interim County Administrator Chapman announced the County received the Government Finance Officers Association Certificate of Excellence for the 2018 Financial Report; this was due to the excellent work by Finance Director Molly Terrinoni and Lisa Eallonardo. The County has received this award for the past 39 years.

Interim County Administrator Chapman recognized and thanked Chief Strategic Initiatives Officer, Tiana McCall for her two years of service with the County.

Chief Strategic Initiatives Officer, Tiana McCall thanked the Board, Chairman, and staff for the opportunities that were provided to her while with the County.

## **DEPARTMENT HEAD UPDATES**

12. County Engineer Vanderwerff spoke of the status of the Mitigation Plan.

## **REPORTS FROM STANDING COMMITTEES**

### **FINANCE COMMITTEE**

13. Board Member Salgado made a motion to approve a Resolution Approving an Agreement Between the County of Winnebago and Axon Enterprise Inc. for Body Worn Cameras, In-Car Video Systems, and Tasers Along with Related Hardware, Software, and Storage, seconded by Board Member Wescott. Discussion by Purchasing Director Johns, Deputy State's Attorney Kurlinkus, Chief Deputy Karner, and Board Members Crosby, Boomer, Fiduccia, Fellars, and Booker. Board Member Booker made a motion to send back to the Public Safety Committee for RFP process, seconded by Board Member Fiduccia. Discussion by Board Member Arena. Board Member Fellars called point of order. Further discussion by Chairman Haney, Purchasing Director Johns, State's Attorney Hite-Ross, Lt. Miceli, Axon Account Executive, Kelsey Donohue and Board Members Gerl, Wescott, Goral, Webster, and Salgado. Motion to send back to Committee failed by a roll call vote of 15 no and 3 yes vote. Board Members Bilich, Booker, Butitta, Crosby, Fellars, Gerl, Goral, Kelley, McDonald, Nabors, Salgado, Schultz, Tassoni, Webster and Wescott voted no.) (Board Member Hoffman and Redd were absent.) Further discussion by State's Attorney Hite-Ross, State's Attorney Gilberti, Chief Deputy Karner, Lt. Miceli, and Board Members Crosby, Boomer, Salgado, and Fiduccia. Motion to approve the Resolution was approved by a roll call vote of 12 yes and 6 no votes. (Board Members Boomer, Fiduccia, Salgado, Schultz, Tassoni, and Webster voted no.) (Board Members Hoffman and Redd were absent.)
14. Board Member Salgado made a motion to approve a Resolution Authorizing County Contribution for State's Attorney Appellate Prosecutors Program, seconded by Board Member Bilich. Motion was approved by a unanimous vote of all members present. (Board Member Hoffman and Redd were absent.)
15. Board Member Salgado read in for the first reading of a Budget Amendment 2020-003 SCAPP Grant to be Laid Over. Board Member Salgado made a motion to suspend the rules, seconded by Board Member Crosby. Motion to suspend the rules was approved by a voice vote. (Board Member Hoffman and Redd were absent.) Board Member Salgado made a motion to approve Budget Amendment 2020-003, seconded by Board Member Gerl. Discussion Interim County Administrator Chapman and Board Members Goral and Salgado. Motion was approved by a unanimous vote of all members present. (Board Member Hoffman and Redd were absent.)
16. Board Member Salgado read in for the first reading of a Budget Amendment 2020-004 Sheriff's Department Grant to be Laid Over. Board Member Salgado made a motion to suspend the rules, seconded by Board Member Wescott. Motion to suspend the rules was approved by a unanimous vote of all members present. (Board Member Hoffman and Redd were absent.) Board Member Salgado made a motion to approve Budget Amendment 2020-004, seconded by Board Member Wescott. Motion was approved by a unanimous vote of all members present. (Board Member Hoffman and Redd were absent.)



## **OPERATIONS & ADMINISTRATIVE COMMITTEE**

17. Board Member McDonald read in for the first reading of an Ordinance Amending Chapter 70 of the Winnebago County Code of Ordinances Related to Waste Haulers and Solid Waste Laid Over from November 14, 2019 Meeting. Board Member McDonald made a motion to suspend the rules, seconded by Board Member Wescott. Motion was approved by a voice vote. (Board Members Hoffman and Redd were absent.) Board Member McDonald made a motion to approve the Ordinance, seconded by Board Member Goral. Discussion by Board Member Arena and Dr. Martell. Motion was approved by a roll call vote of 18 yes and 0 no votes. (Board Members Hoffman and Redd were absent.)

## **ZONING COMMITTEE**

Board Member Webster thanked Board Member Salgado for his comment during the Finance report.

18. Board Member Webster read in for the first reading of agenda items 1. and 2. (as listed below). Board Member Webster made a motion to suspend the rules on both agenda items, seconded by Board Member Goral. Board Member Fellars suggested to just say “suspend and pass” in one motion if we know the vote will be unanimous to speed up the process. Motion was approved by a unanimous vote of all members present. (Board Member Hoffman and Redd were absent.) Board Member Webster made a motion to approve agenda items 1. And 2., seconded by Board Member Goral. Motion was approved by a unanimous vote of all members present. (Board Members Hoffman and Redd were absent.)
  1. Z-11-19 A map amendment to rezone +/-1.775 acres from the RA, Rural Agricultural Residential District (a sub-district of the RA District) to the RR, Rural Residential District (a sub-district of the RA District) for the property that is commonly known as 7847 Prairie Hill Road, South Beloit IL 61080 in Roscoe Township, District 4, to be laid over.
  2. Z-10-19 A map amendment to rezone +/-5.1 acres from the AG, Agricultural Priority District to the A2, Agriculture-related Business District for property that is commonly known as 8236 Trask Bridge Road, Rockford, IL 61101 in Burritt Township, District 1, to be laid over.

## **ECONOMIC DEVELOPMENT**

Chairman Haney welcomed Jack Ryan, the Vice President of Engineering from Estwing,

19. Board Member Bilich made a motion to approve a Resolution to Grant Estwing Manufacturing Company, Inc. \$150,000 from Host Fees as a One-Time Payment in the Fiscal Year 2020, seconded by Board Member McDonald. Discussion by Board Members Bilich, Goral, and Webster. Motion was approved by a voice vote. Board Member Schultz voted no. (Board Members Hoffman and Redd were absent.)

20. Board Member Bilich made a motion to approve a Resolution Authorizing the Execution of an Intergovernmental Agreement with the Northern Illinois Land Bank Authority Regarding Initiating Petitions to have Properties Declared Abandoned, seconded by Board Member Fellars. Discussion by Chairman Haney, State's Attorney Hite-Ross and Board Members Bilich, Arena, Schultz, and Goral. Board Member Fellars called point of order. Board Member Fellars made a motion to lay over, seconded by Board Member Goral. Discussion by Board Member Nabors. Motion was approved by a roll call vote of 12 yes and 6 no votes. (Board Members Booker Boomer, Crosby, Gerl, Kelley, and Nabors voted no.) (Board Members Hoffman and Redd were absent.)
21. Board Member Bilich made a motion to approve a 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, seconded by Board Member Salgado. Discussion by Board Member Salgado and Bilich. Motion was approved by a voice vote. (Board Members Schultz and Webster voted no.) (Board Members Hoffman and Redd were absent.)

### **PUBLIC WORKS**

22. Board Member Tassoni made a motion to approve Agenda Items 1. and 2. (as listed below), seconded by Board Member Kelley. Motion was approved by a unanimous vote of all members present. (Board Members Hoffman and Redd were absent.)
  2. (19-030) Resolution Authorizing the Approval of a Change in Plans to Reconcile Bid Quantities with As-built Quantities for the Widening and Resurfacing on Baxter Road (CH-11) at Lindenwood Road (CH-72) and Lindenwood Road South of Baxter Road (Section 16-00612-00WR.)
  3. (19-031) Resolution Authorizing a Change Order for the Pavement Marking for Perryville Road from Riverside Blvd. to Swanson Road Project (Section 19-00000-04-GM-Change Order #1.)

Board Member Boomer departed at 8:40 p.m.

### **PUBLIC SAFETY**

23. Board Member Booker made a motion to approve a Resolution Authorizing the Chairman of the County Board to Execute an Independent Contractor Agreement for Services as Winnebago County Community Liaison Between Winnebago County and Tommy Meeks, seconded by Board Member Wescott. Discussion by Board Member Wescott. Motion was approved by a unanimous vote of all members present. (Board Members Boomer, Hoffman and Redd were absent.)
24. Board Member Booker made a motion to approve a Resolution Authorizing the Chairman of the County Board to Execute a Memorandum of Agreement Between Winnebago County, the 17<sup>th</sup> Judicial Circuit Court, and Remedies Renewing Lives, Inc., seconded by Board Member Goral. Board Member Butitta announced he will abstain from vote. Discussion by Board Members

Goral and Booker. Motion was approved by a voice vote. Board Member Butitta abstained from vote. (Board Members Boomer, Hoffman and Redd were absent.)

### **PERSONNEL AND POLICY COMMITTEE**

25. Board Member Fiduccia made a motion to approve a Resolution Authorizing the Execution of an Agreement with Voya Financial for Stop Loss Specific and Aggregate Coverage on the Self-Insured Co-Pay/POS and High Deductible Medical Plans, seconded by Board Member Crosby. Motion was approved by a unanimous vote of all members present. (Board Members Boomer, Hoffman and Redd were absent.)
26. Board Member Fiduccia made a motion to approve a Resolution Authorizing the Execution of an Agreement with Arthur J. Gallagher for Auto Physical Damage Coverage, seconded by Board Member Schultz. Discussion by Board Member Crosby. Board Member Schultz encourages the County Administrator and the Purchasing department to consider looking into additional insurance entities. Motion was approved by a unanimous vote of all members present. (Board Members Boomer, Hoffman and Redd were absent.)

County Board Member Crosby asked for an update on the description on the Administrator and County Board Chair Duties. Discussion State's Attorney Hite-Ross, and Board Members Fiduccia, Arena, and Goral.

### **UNFINISHED BUSINESS**

27. None.

### **NEW BUSINESS**

28. Board Member Goral spoke of the building old Ware Building on West State and Winnebago.

Board Member Arena spoke of a Resolution regarding litter from garbage trucks and would like to refer it to the Operations Committee.

Board Member Arena spoke of a quote from an air monitoring company for equipment that can be used around the landfill and requested a quote for a company to do the air monitoring for us. Board Member Arena would like to refer this to the Operations Committee.

29. Chairman Haney entertained a motion to adjourn. County Board Member Fellars moved to adjourn the meeting, seconded by Board Member Webster. Motion was approved by a voice vote. (Board Members Boomer, Hoffman, and Redd were absent.) The meeting was adjourned at 8:51 p.m.

Respectfully submitted,



Lori Gummow  
County Clerk

ar

# **ADMINISTRATOR'S REPORT**

# **DEPARTMENT HEAD UPDATES**

# **FINANCE COMMITTEE**

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

SUBMITTED BY: FINANCE COMMITTEE

SPONSORED BY: JAIME SALGADO

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

**RESOLUTION SUBMITTING TO THE ELECTORS BY  
REFERENDUM THE QUESTION OF IMPOSING A ½% SPECIAL  
COUNTY RETAILERS' OCCUPATION TAX (SALES TAX) FOR  
MENTAL HEALTH PURPOSES FOR A PERIOD NOT TO  
EXCEED SIX YEARS FOR THE COUNTY OF WINNEBAGO,  
ILLINOIS**

WHEREAS, Winnebago County residents have identified mental health as a community health priority; and

WHEREAS, studies show that 20% of Winnebago County residents can expect to meet the criteria for a diagnosable mental health condition sometime in their life; and

WHEREAS, crisis stabilization, early identification and outreach, and ongoing care in the community have been identified as priorities for mental health for both impacted adults and children; and

WHEREAS, the Winnebago County Board has authorized the establishment of the Winnebago County Mental Health Board as an independent entity to provide leadership to address the prevention and treatment of mental illness, developmental disabilities, and substance use disorders; and

WHEREAS, the State of Illinois has significantly cut mental health funding over the past decade, resulting in increased use of health system emergency departments to treat mental health at increased cost; and

WHEREAS, Winnebago County currently does not have local funding support for mental health services; and

WHEREAS, Section 5-1006.5(a)(4) of the Illinois Counties Code, 55 ILCS 5/5-1006.5(a)(4), authorizes counties to impose a local sales tax for mental health purposes if the proposition for the tax has been submitted to the electors of that county and approved by a majority of those voting on the question; and

WHEREAS, Section 5-1006.5(a)(4) further allows counties to establish a sunset provision at which time the additional sales tax would cease to be collected; and

WHEREAS, pursuant to 10 ILCS 5/28-2(c), the County Board may place a referendum question on a ballot to be submitted to the public so long as a resolution authorizing placing the question on the ballot is adopted no fewer than 79 days before a regularly scheduled election where the referendum question is to appear; and

WHEREAS, the County Board wishes to place a referendum question regarding the imposition of a ½% Special County Retailers' Occupation Tax (sales tax) for mental health purposes for a period not to exceed six (6) years on the ballot of the next regularly scheduled election on March 17, 2020.

NOW, THEREFORE, BE IT RESOLVED, by the County Board of the County of Winnebago, Illinois, that the following question be placed on the ballot in the County of Winnebago to be voted on by all qualified electors on March 17, 2020:

**TO PAY FOR MENTAL HEALTH PURPOSES, SHALL THE COUNTY OF WINNEBAGO BE AUTHORIZED TO IMPOSE AN INCREASE ON ITS SHARE OF LOCAL SALES TAXES BY ONE-HALF (½) PERCENT FOR A PERIOD NOT TO EXCEED SIX (6) YEARS?**

**THIS WOULD MEAN THAT A CONSUMER WOULD PAY AN ADDITIONAL \$0.50 IN SALES TAX FOR EVERY \$100 OF TANGIBLE PERSONAL PROPERTY BOUGHT AT RETAIL. IF IMPOSED, THE ADDITIONAL TAX WOULD CEASE BEING COLLECTED AT THE END OF SIX (6) YEARS, IF NOT TERMINATED EARLIER BY A VOTE OF THE COUNTY BOARD.**

BE IT FURTHER RESOLVED, that the question as fully set forth above is authorized and shall be submitted to the qualified electors of the County of Winnebago at the regularly scheduled election to be held on March 17, 2020, in accordance with all applicable provisions of Illinois law; and

BE IT FURTHER RESOLVED, that the County Clerk of the County of Winnebago is hereby directed to certify the referendum question set forth above in accordance with the Illinois Election Code no later than January 9, 2020, and to take any other actions necessary to cause the question to be placed on the ballot of the regularly scheduled election to be held on March 17, 2020.

Respectfully submitted,  
**FINANCE COMMITTEE**



**AGREE**

  
JAIME SALGADO, CHAIRMAN

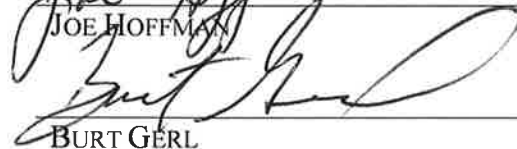
STEVE SCHULTZ

  
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

**2020 Fiscal Year**Finance: December 12,  
2019Lay Over: December 19,  
2019Sponsored by:  
Jaime Salgado, Finance Committee Chairman**Final Vote: January 9, 2020****2019 CO****TO: THE HONORABLE MEMBERS OF THE COUNTY OF WINNEBAGO, ILLINOIS**

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

**ORDINANCE**

**WHEREAS**, the Winnebago County Board adopted the “Annual Budget and Appropriation Ordinance” for the fiscal year ending September 30, 2020 at its September 26, 2019 meeting; and,

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

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

**2020-005 AXON network enhancements**

**Reason:** The approved AXON project requires network enhancements to ensure optimum performance. Annual Ifiber and Internet service costs increase as well.

**Alternative:** N/A

**Impact to fiscal year 2020 budget:** Annual services from Ifiber and UrbanCom increase collectively by \$12.9k.

**Revenue Source:** General Fund

<u>Acct Description</u>	<u>Org</u>	<u>Obj</u>	<u>Pri</u>	<u>Debit (Credit)</u>
Data processing supplies	19500	42210		123,804
T1 & Other Connect Services	19500	43211		4,500
Internet Services	19500	43230		5,175
		<b><u>Total Adjustment:</u></b>		<b><u>\$133,479</u></b>

**(AGREE)**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ATTESTED BY:

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

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

2020  
WINNEBAGO COUNTY  
FINANCE COMMITTEE  
REQUEST FOR BUDGET AMENDMENT

DATE SUBMITTED:		12/6/2019		AMENDMENT NO: 2020-005			
DEPARTMENT:		DoIT		SUBMITTED BY: Gus Gentner			
FUND#:		0001		DEPT. BUDGET NO.		19500	
Department Org Number	Object (Account) Number	Object (Account) Description	Adopted Budget	Amendments Previously Approved	Revised Approved Budget	Increase (Decrease)	Revised Budget after Approved Budget Amendment
<b>Expenditures</b>							
19500	42210	Data processing supplies	\$4,550	\$0	\$4,550	\$123,804	\$128,354
19500	43211	T1 & Other Connect Services	\$16,800	\$0	\$16,800	\$4,500	\$21,300
19500	43230	Internet Services	\$22,500	\$0	\$22,500	\$5,175	\$27,675
TOTAL ADJUSTMENT:						\$133,479	
Reason budget amendment is required:							
The approved AXON project requires network enhancements to ensure optimum performance. Annual IFiber and Internet service costs increase as well.							
Potential alternatives to budget amendment:							
N/A							
Impact to fiscal year 2021 budget: The annual services from Ifiber and UrbanCom increase collectively by \$12.9k.							
None							
Revenue Source: _____							

# WINCO INFO TECH INFRASTRUCTURE ENHANCEMENTS

12/06/2019

Network Enhancement - Materials Price Estimate				
WCSO-CJC Equipment				
Part #	Quantity	Description	Price Estimate	Total
JL659A	3	Aruba CX 6300M 48-Port HPE Smart Rate 1/2.5/5GBE	\$15,000	\$45,000
J9150D	4	Aruba SFP+ transceiver module - 10Gig LC multi-mode	\$350	\$1,400
JZ033A	7	HPE Aruba AP-345 includes internal antennas	\$1,500	\$10,500
JZ023A	2	HPE Aruba AP-344 req external antenna	\$1,500	\$3,000
JW018A(90°x 90°)/JW019A (60° x 60°)	4	External antennas for AP-344	\$410	\$1,640
JW021A	4	External antenna mounts for AP-344	\$110	\$440
JY706A	9	Low profile mounts for access points	\$75	\$675
	12	Ethernet Cable Termination (12 Wireless Access Points + Mounting labor)	\$330	\$3,960
	14	Ethernet Cable Termination (Weapons room to 1st FI IDF)	\$250	\$3,500
	1	Multi-Mode Fiber drop (Jail supplies room to 1st FI IDF)	\$350	\$350
	2	Upgrade to Internet Load Balancers (includes support)	\$14,250	\$28,500
	10	Electric Circuit Installation (Weapons Room / Jail Supply)	\$500	\$5,000
	1	Switch Cabinet (Jail supplies room)	\$500	\$500
	20	Surge Suppressors (Tripp Lite Surge Protector Strip 120V 6 Outlet 6')	\$14	\$279
	1	iFiber 10 GB Activation Fee	\$1,000	\$1,000
		<b>Subtotal</b>		<b>\$105,744</b>
Machesney Park Equipment				
Part #	Quantity	Description	Price Estimate	Total
JZ033A	1	HPE Aruba AP-345 includes internal antennas	\$1,500	\$1,500
JZ023A	2	HPE Aruba AP-344 req external antenna	\$1,500	\$3,000
JW018A(90°x 90°)/JW019A (60° x 60°)	4	External antennas for AP-344	\$410	\$1,640
JW021A	4	External antenna mounts for AP-344	\$110	\$440
JY706A	3	Low profile mounts for access points	\$75	\$225
		<b>Subtotal</b>		<b>\$6,805</b>
			10% Contingency	\$11,255
	9	Monthly fiber service cost increase (9 Months)	\$500	\$4,500
	9	Monthly internet service cost increase (9 Months)	\$575	\$5,175
		<b>Subtotal</b>		<b>\$9,675</b>
<b>TOTAL</b>				<b>\$133,479</b>

**2020 Fiscal Year**

Finance: December 12,  
2019

Lay Over: December 19,  
2019

Sponsored by:  
Jaime Salgado, Finance Committee Chairman

**Final Vote: January 9, 2020**

**2019 CO**

**TO: THE HONORABLE MEMBERS OF THE COUNTY OF WINNEBAGO, ILLINOIS**

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

**ORDINANCE**

**WHEREAS**, the Winnebago County Board adopted the “Annual Budget and Appropriation Ordinance” for the fiscal year ending September 30, 2020 at its September 26, 2019 meeting; and,

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

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

**2020-006 Toughbook replacement**

**Reason:** End of life ToughBooks within patrol in addition to Windows 10 requirement for forthcoming software such as CAD / RMS, Axon and others.

**Alternative:** N/A

**Impact to fiscal year 2020 budget:**

**Revenue Source:** General Fund

<u>Acct Description</u>	<u>Org</u>	<u>Obj</u>	<u>Pri</u>	<u>Debit (Credit)</u>
Other Departmental Equipment	24000	46440		82,905
		<b><u>Total Adjustment:</u></b>		<b><u>\$82,905</u></b>

**(AGREE)**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ATTESTED BY:

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

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

2020  
WINNEBAGO COUNTY  
FINANCE COMMITTEE  
REQUEST FOR BUDGET AMENDMENT

DATE SUBMITTED:		12/6/2019		AMENDMENT NO: 2020-006			
DEPARTMENT:		Sheriff		SUBMITTED BY: Gus Gentner			
FUND#:		0001		DEPT. BUDGET NO.		24000	
Department Org Number	Object (Account) Number	Object (Account) Description	Adopted Budget	Amendments Previously Approved	Revised Approved Budget	Increase (Decrease)	Revised Budget after Approved Budget Amendment
<b>Expenditures</b>							
24000	46440	Other Departmental Equipment	\$100,000	\$0	\$100,000	\$82,905	\$182,905
TOTAL ADJUSTMENT:						\$82,905	
Reason budget amendment is required:							
End of life ToughBooks within patrol in addition to Windows 10 requirement for forthcoming software such as CAD / RMS, Axon and others.							
Potential alternatives to budget amendment:							
N/A							
Impact to fiscal year 2021 budget:							
None foreseen.							
Revenue Source: _____							



**PANASONIC TOUGHBOOK REPLACEMENT WITH GETAC**  
**HARDWARE / INSTALL ESTIMATE**  
**12/06/2019**

**Minimum 90 days from Order Placement to Deployment**

GETAC QUOTE FROM ENTRE / TRI-CITY INSTALLATION ESTIMATE			
QTY	Description	Unit Price	Total price
19	<b>Getac S410 G2 Semi-Rugged 14" Notebook*</b>	<b>\$2,612</b>	<b>\$49,623</b>
	Intel Core i5-8250U Processor 1.6GHz - 14inch - Microsoft Windows 10 Pro x64 - 16GB RAM - 256GB SSD - Sunlight Readable (LCD + Touchscreen - Wifi+BT+GPS+4G LTE+Passthrough - 3-Year Limited Warranty		
19	<b>Getac Warranty Uplift (Year 4 &amp; 5)</b>	<b>\$288</b>	<b>\$5,463</b>
19	<b>Getac S410 Havis Vehicle Dock w/ RF</b>	<b>\$850</b>	<b>\$16,141</b>
19	<b>Getac Lind 12-16v DC Vehicle Adapter/ Charger</b>	<b>\$105</b>	<b>\$1,994</b>
19	<b>Getac 120W 11-16V Vehicle Adapter (Bare Wire) - 3-Year Warranty</b>	<b>\$103</b>	<b>\$1,961</b>
19	<b>Getac Antenna - Cell/LTE - Wi-Fi - GNSS - 19ft Coax - Black - Threaded Bolt</b>	<b>\$156</b>	<b>\$2,972</b>
	<b>LABOR</b>		
19	<b>Tri-City Installation Services</b>	<b>\$250</b>	<b>\$4,750</b>
			<b>\$82,905</b>

\* 12/05/2019 - Per IT/Sheriff meeting unit quantity adjusted to 19

**2020 Fiscal Year**Finance: December 12,  
2019Lay Over: December 19,  
2019Sponsored by:  
Jaime Salgado, Finance Committee Chairman**Final Vote: January 9, 2020****2019 CO****TO: THE HONORABLE MEMBERS OF THE COUNTY OF WINNEBAGO, ILLINOIS**

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

**ORDINANCE**

**WHEREAS**, the Winnebago County Board adopted the “Annual Budget and Appropriation Ordinance” for the fiscal year ending September 30, 2020 at its September 26, 2019 meeting; and,

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

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

**2020-007 WellSky infrastructure**

**Reason:** Funding of software, PC/Tablet infrastructure to implement WellSky electronic medical records system and acquisition of Mitel wireless phones for more efficient communication throughout the nursing home. Savings from using WellSky over PointClickCare (current system) is sufficient to cover the cost of the suggested technology enhancements.

**Alternative:** N/A

**Impact to fiscal year 2020 budget:**

**Revenue Source:** RBNH Reserve

<b><u>Acct Description</u></b>	<b><u>Org</u></b>	<b><u>Obj</u></b>	<b><u>Pri</u></b>	<b><u>Debit (Credit)</u></b>
Data Processing Supplies	70500	42210		115,433
Non capital Equipment	70500	42115		19,022
Software Subscription	70500	43167		18,000

**Total Adjustment:** **\$152,455**

**(AGREE)**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ATTESTED BY:

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

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

2020  
WINNEBAGO COUNTY  
FINANCE COMMITTEE  
REQUEST FOR BUDGET AMENDMENT

DATE SUBMITTED:		12/9/2019		AMENDMENT NO: 2020-007			
DEPARTMENT:		RBNH		SUBMITTED BY: Steve Chapman			
FUND#:		0401		DEPT. BUDGET NO.		70500	

Department Org Number	Object (Account) Number	Object (Account) Description	Adopted Budget	Amendments Previously Approved	Revised Approved Budget	Increase (Decrease)	Revised Budget after Approved Budget Amendment
<b>Expenditures</b>							
70500	42210	Data Processing Supplies	\$6,500	\$0	\$6,500	\$115,433	\$121,933
70500	42115	Non Capital Equipment	\$0	\$0	\$0	\$19,022	\$19,022
70500	43167	Software subscription	\$0	\$0	\$0	\$18,000	\$18,000
TOTAL ADJUSTMENT:						\$152,455	
Reason budget amendment is required:							
Funding of software, PC/Tablet infrastructure to implement WellSky electronic medical records system and acquisition of Mitel wireless phones for more efficient communication throughout the nursing home. Savings from using WellSky over PointClickCare (current system) is sufficient to cover the cost of the suggested technology enhancements.							
Potential alternatives to budget amendment: N/A							
N/A							
Impact to fiscal year 2021 budget:							
None							
Revenue Source: <u>RBNH fund reserve</u>							

**WellSky Proposal**

**Electronic Health Care - Cost Comparison**

	<i>Point Click Care</i>	<i>WellSky</i>	<i>Cost Avoidance if using WellSky</i>
<b>Cost of Implementing</b>	\$ 15,347.00	\$ 10,000.00	\$ 5,347.00
<b>Monthly Cost</b>	\$ 10,046.79	\$ 1,074.00	\$ 8,972.79
<b>12 Month Period</b>	\$ 120,561.48	\$ 12,888.00	\$ 107,673.48
<b>First Year Total Cost</b>	\$ 135,908.48	\$ 22,888.00	\$ 113,020.48

The cost for technology refresh needed to move to 100% electronic health records would be \$134,455.00. The savings from using WellSky over Point Click Care is sufficient to cover the cost of the suggested technology enhancements minus the wireless Mitel phones.

<b>Two Year Total Cost</b>	\$ 256,469.96	\$ 35,776.00	\$ 220,693.96
----------------------------	---------------	--------------	---------------

The cost avoidance of PCC will pay for the technology upgrades in so many months thus a budget neutral matter.

<b>PC/Tablet/Infrastructure</b>	\$ 103,210.00
<b>Mitel Wireless Phones</b>	\$ 19,022.00
<b>Subtotal</b>	\$ 122,232.00
<b>Contingency (10%)</b>	\$ 12,223.20
<b>Total</b>	\$ 134,455.20



## **Electronic Health Record – Implementation**

At River Bluff Nursing Home, our mission is provide exceptional service to the residents of Winnebago County through resident centered care, positive organization culture, effective communication, and in a fiscally responsible manner. Our vision for River Bluff Nursing Home is to be a top-rated long-term care home that is widely known for its nurturing environment of care; where residents thrive and employees are empowered to excellence; where everyone feels at home.

Our goals have always been to provide safe, effective, quality care for all our resident and their families, to develop empowered staff, cultivate effective communication throughout the organization, and to promote fiscal responsibility.

River Bluff Nursing Home, we are faced with a challenge to provide the care we strive for due to lack of an up-to-date information technology system, or electronic health record for each resident. Without this technology, our staff is not able to manage our resident care in an effective, organized, and fiscally responsible manner.

Currently, our medical record system involves storing resident information in several different areas. We are using Point-Click-Care for approximately 30% of our residents' medical record. We input financial information, assessments, C.N.A. charting for day to day activities of the residents, and progress notes into Point-Click-Care. The other resident medical records are stored in

- Paper files
- Paper medical administration record to administer medications to the residents
- Paper treatment administration record
- Paper charts
- File room for storing information from the overflow of the paper charts
- File room for storing current resident medical information
- File room for storing discharged resident medical information

We are also tasked with keeping paper copies of records and new orders for the providers to sign when they come into the building. If the provider does not come to the facility on a regular basis, we must mail the orders and other information to the provider to get signatures. The provider must then mail the documents back to the facility. Again, this is a time consuming and costly system.

The following information relates the challenges RBNH is faced with in our present situation:

### **1. Compliance**

- a. According to the Improving Medicare Post-Acute Care Transformation Act of 2014 (IMPACT Act):

*The new discharge planning process considers quality measures and resource use measures to assist patients and their families, and encourages them to become active participants in the planning of their transition to a PAC setting (or between PAC settings). This requirement provides patients and their family's access to information that helps them to make informed decisions about their post-acute care, while addressing their goals of care and treatment preferences.*

*The IMPACT Act mandates the collection and reporting of standardized data in the following post-acute care (PAC) settings: home health agencies (HH), inpatient rehabilitation facilities (IRF), long-term care hospitals (LTCH) and skilled nursing facilities (SNF). While these are the specific sites of*

care described in the legislation, the IMPACT Act also emphasizes care coordination and transitions of care. Specifically, standardization of data elements allows for information to follow the patient to improve patient outcomes during transitions of care between PAC and other providers. Additionally, one of the Measure Domains for the IMPACT Act is “transfer of health information and care preferences when an individual transitions from one setting to another,” which is currently being developed to support these efforts. The transitions refer to transitions into and out of PAC, as well as between PAC and other settings.

- b. Section 4004 of the Cures Act specifies certain practices that may constitute information blocking:

*Practices that restrict authorized access, exchange, or use under applicable State or Federal law of such information for treatment and other permitted purposes under such applicable law, including transitions between certified health information technologies;*

*Implementing health information technology in nonstandard ways that are likely to substantially increase the complexity or burden of accessing, exchanging, or using EHI;*

*Implementing health information technology in ways that are likely to—*

*Restrict the access, exchange, or use of EHI with respect to exporting complete information sets or in transitioning between health information technology systems; or*

*Lead to fraud, waste, or abuse, or impede innovations and advancements in health information access, exchange, and use, including care delivery enabled by health information technology.*

The key concerns related to the above acts are RBNH’s inability to evaluate our quality measure in a real-time format, provide medical information to residents and families in a timely and cost effective manner, and provide coordination and transition of care to hospitals or other facilities.

## **2. Resident Care**

- a. Without the ability to look at resident information in real-time, we are unable to analyze our resident information and make critical decisions regarding care. With our current system, we must look in several areas for information: paper chart, paper medical administration record (MAR), treatment administration record (TAR), Point Click Care (electronic health record), paper files, thinned chart files, and discharge files. Each one of these areas are in different places in our facility. This is very time consuming for staff.
- b. With an electronic health record that encompasses every aspect of the resident’s medical record, our staff will be able to make decisions about a resident care with the full scope of the resident’s medical record at our fingertips and in an efficient and organized way. The providers will also have immediate access to all related information for each resident. This will allow providers the ability to make better informed decisions regarding resident care.

## **3. Inefficient use of staff**

- a. At RBNH, we have several departments that use the resident’s medical record to report information to residents, families, and governing bodies. Because we only have one source for this information, our staff must take turns using the medical records.
- b. For example, if a Unit Coordinator is preparing to do care plans and has a meeting for a resident and the family, they will need to have access to the chart for an hour or two. If the another nurse needs information from the chart, he or she will either have to wait an hour or two for access to the chart, or they will have to interrupt a care plan meeting to take the chart. This is frustrating for staff as each nurse has a responsibility to complete his or her charting in a timely manner.
- c. One other frustration is the time needed for a nurse to walk from his or her office, retrieve the chart, work on the information in the chart, and then walk back to the unit to return the chart. It can take up to a half hour per day or more for one nurse to track down a paper chart, wait for

access, and then return the chart. This is time that could be spent providing the needed care to our residents. The complete electronic health record would eliminate this wasted time.

#### **4. Risk management**

- a. IDPH requires RBNH to provide medical records in a timely manner. Upon entering a facility and asking for a specific resident medical record, it is expected that the facility will provide the records promptly. If we are going from place to place to gather all of the resident medical records, it prevents the facility from complying with the request in a timely manner.
- b. If a family or Power of Attorney for a resident asks for information regarding a resident's stay, it is vital we are able to, again, give an accurate record of the resident's stay. It is vital to provide the information in an organized format and within a short amount of time.
- c. For one reason or another, there are times where RBNH will be required to provide information to a resident or resident's family for legal reasons. Having the information readily available and in a format that is consistent with the healthcare profession, allows for better communication.
- d. For protection of RBNH, having an electronic health record that is complete, will allow staff to better manage a resident's care and will enable the nursing staff to recognize trends earlier and possibly prevent a negative outcome for a resident. This will go a long way in protecting our facility from legal action.



**RBNH Information Technology  
Enhancements  
Fiscal Year 2020**

Unit Description	Class room	Admin Office	Activities	Maintenance	Finance	Reception	Rehab	Cardinal	Dove	Eagle	Blue Jay	Cafeteria	Total Units	Unit cost	Total
<b>PC/TABLET/INFRASTRUCTURE</b>															
AiO PCs	4	5		1	3	1	4	6	4	5	5	2	40	\$1,500	\$60,000
Monitors											5		5	\$155	\$775
Laptop		9						1	1	3	1		15	\$1,550	\$23,250
Hand strap case			5					2	2	2	2		13	\$45	\$585
Tablets			5					2	2	2	2		13	\$600	\$7,800
APs	2	1	2	1	1	1		5	5	5	5	2	30	\$360	\$10,800
<b>INFRASTRUCTURE SUBTOTAL</b>															<b>\$103,210</b>
<b>PHONES</b>															
DuraFon PRO Controller								1	1	1	1		4	\$1,250	\$5,000
DuraFon PRO Handsets		4	2	2		1	1	2	2	2	2		18	\$450	\$8,100
Second Phone Battery		4	2	2		1	1	2	2	2	2		18	\$31	\$558
24 Gage 8 Wire Plenum Run													2200	\$0.29	\$638
RJ-11 Jacks		4	2	2		2	2	2	2	2	2		20	\$4	\$70
66 Blocks				2									2	\$16	\$32
Amphenol Connector				1									1	\$24	\$24
VoIP and Wireless Controllers				40									40	\$115	\$4,600
<b>PHONE SUBTOTAL</b>															<b>\$19,022</b>

<b>SUBTOTAL</b>	<b>\$122,232</b>
<b>CONTINGENCY - 10%</b>	<b>\$12,223</b>
<b>TOTAL</b>	<b>\$134,455</b>

AiO PCs - HP SB EliteOne 800 G5 AiO 23.8" Core i5-9500 16GB RAM 256GB Win 10 Pro  
Monitors - HP EliteDisplay E223 - LED monitor - Full HD (1080p) - 21.5" for 5 AiOs that have an additional monitor.  
Laptop - HP SB ProBook 650 G5 15.6" Core i7-8665U 16GB RAM 256GB  
Tablets - Microsoft Surface Go - 10" - Pentium Gold 4415Y - 8GB RAM - 128GB SSD  
APs - Aruba IAP-305

**2020 Fiscal Year**

Finance: December 12,  
2019

Lay Over: December 19,  
2019

Sponsored by:  
Jaime Salgado, Finance Committee Chairman

**Final Vote: January 9, 2020**

**2019 CO**

**TO: THE HONORABLE MEMBERS OF THE COUNTY OF WINNEBAGO, ILLINOIS**

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

**ORDINANCE**

**WHEREAS**, the Winnebago County Board adopted the "Annual Budget and Appropriation Ordinance" for the fiscal year ending September 30, 2020 at its September 26, 2019 meeting; and,

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

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

**2020-008 Animal Donation**

**Reason:** Expenditures budgeted in FY19 were not spent and need to be appropriated in FY20.

**Alternative:** N/A

**Impact to fiscal year 2020 budget:**

**Revenue Source:** Animal donations reserve

<u>Acct Description</u>	<u>Org</u>	<u>Obj</u>	<u>Pri</u>	<u>Debit (Credit)</u>
Other Department Equipment	83000	46440		100,000

**Total Adjustment:** **\$100,000**

**(AGREE)**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ATTESTED BY:

\_\_\_\_\_  
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

2020  
**WINNEBAGO COUNTY**  
 FINANCE COMMITTEE  
 REQUEST FOR BUDGET AMENDMENT

DATE SUBMITTED:		12/9/2019		AMENDMENT NO: 2020-008			
DEPARTMENT:		Animal Services Donation		SUBMITTED BY: Brett Frazier			
FUND#:		0710		DEPT. BUDGET NO.		83000	

Department Org Number	Object (Account) Number	Object (Account) Description	Adopted Budget	Amendments Previously Approved	Revised Approved Budget	Increase (Decrease)	Revised Budget after Approved Budget Amendment
<b>Expenditures</b>							
83000	46440	Other Department Equipment	\$0	\$0	\$0	\$100,000	\$100,000
<b>Revenue</b>							
<b>TOTAL ADJUSTMENT:</b>						(\$100,000)	(\$100,000)
Reason budget amendment is required:							
Expenditures budgeted in FY19 were not spent and need to be appropriated in FY20.							
Potential alternatives to budget amendment: None							
N/A							
Impact to fiscal year 2021 budget: None							
None							
Revenue Source: <u>Donations fund balance</u>							

Sponsored by Jaime Salgado,  
County Board Member

## **RESOLUTION**

of the

COUNTY BOARD OF THE COUNTY OF WINNEBAGO, ILLINOIS

SUBMITTED BY: FINANCE COMMITTEE

2019 CR

### **RESOLUTION AUTHORIZING THE SETTLEMENT OF PENDING LITIGATION**

WHEREAS, *LAVERNE HUGGINS* vs. *COUNTY OF WINNEBAGO AND WESLEY GANZ AND THOMAS WARMOTH*, is a pending civil action against the United States District Court for the Northern District of Illinois, Western Division, as case number 17 CV 50356; and

WHEREAS, the Plaintiff therein has agreed to settle all claims she has against the County of Winnebago and all officials, agents and employees, for the sum of Sixty-two Thousand Five Hundred Dollars (\$62,500.00); 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 case 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 lawsuit by paying the Plaintiff therein the sum of Sixty-two Thousand Five Hundred Dollars (\$62,500.00).

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 \$62,500.00, 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**

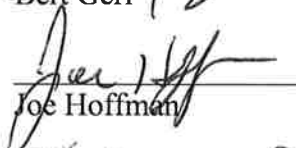
**AGREE**

  
Jaime Salgado, Chairman

  
Dave Boomer

  
Dave Fiduccia

  
Bert Gerl

  
Joe Hoffman

  
Keith McDonald

Steve Schultz

**DISAGREE**

Jaime Salgado, Chairman

Dave Boomer

Dave Fiduccia

Bert Gerl

Joe Hoffman

Keith McDonald

Steve Schultz

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

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

ATTEST:

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

# **ZONING COMMITTEE**

**Attachment**  
**ZONING COMMITTEE**  
**OF THE COUNTY BOARD AGENDA**  
December 19, 2019

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

**PLANNING AND/OR ZONING REQUESTS:**

**TO BE LAID OVER:**

1. Z-08-19 A MAP AMENDMENT TO REZONE +/- 2.5 ACRES FROM THE RA, RURAL AGRICULTURAL RESIDENTIAL DISTRICT (A SUB-DISTRICT OF THE RA DISTRICT) TO THE RR, RURAL RESIDENTIAL DISTRICT (A SUB-DISTRICT OF THE RA DISTRICT) requested by Rick and Pamela Johnson, property owners, represented by J. Laird Lambert, attorney, for the property that is commonly known as 5500 Woodview Way, Rockford, IL 61109 in Cherry Valley Township.  
PIN: 16-09-376-001 C.B. District: 11  
Lesa Rating: N/A Consistent W/2030 LRMP – Future Map: YES  
**ZBA Recommends: APPROVAL (5-0)**  
**ZC Recommends: TBD**
2. Z-13-19 A MAP AMENDMENT TO REZONE +/- 13.29 ACRES FROM THE RR, RURAL RESIDENTIAL DISTRICT (A SUB-DISTRICT OF THE RA DISTRICT) AND THE AG, AGRICULTURAL PRIORITY DISTRICT TO THE RE, RURAL ESTATE DISTRICT (A SUB-DISTRICT OF THE RA DISTRICT), requested by Duane Harms, Head Deacon, on behalf of Memorial Baptist Church, property owner, for the property that is commonly known as 7007 & 7117 Flora Road, Rockford, IL 61101 in Winnebago Township.  
PIN: 14-01-100-014 C.B. District: 1  
Lesa Rating: Moderate Consistent W/2030 LRMP – Future Map: YES  
**ZBA Recommends: APPROVAL (5-0)**  
**ZC Recommends: TBD**
3. Z-14-19 A MAP AMENDMENT TO REZONE +/- 7.32 ACRES FROM THE RE, RURAL ESTATE DISTRICT (A SUB-DISTRICT OF THE RA DISTRICT) TO THE RA, RURAL AGRICULTURAL RESIDENTIAL DISTRICT (A SUB-DISTRICT OF THE RA DISTRICT) requested by Robert and Sandy Sonneson, contract purchasers, represented by Amy Silvestri, attorney, for the properties that are commonly known as 7908 & 7966 Manchester Road and 14640 & 14668 White School Road, South Beloit, IL 61080 in Roscoe Township.  
PIN: 04-11-476-008, 04-11-476-009, 04-11-476-007 C.B. District: 4  
and 04-11-476-006  
Lesa Rating: N/A Consistent W/2030 LRMP – Future Map: NO  
**ZBA Recommends: APPROVAL (4-1)**  
**ZC Recommends: TBD**

**TO BE VOTED ON: NONE**



**Attachment**  
**ZONING COMMITTEE**  
**OF THE COUNTY BOARD AGENDA**  
December 19, 2019

---

4. **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, **February 12, 2020**, at 5:30 p.m. in Room 303 of the County Administration Building.
  - Chairman, Jim Webster, hereby announces that the next *Zoning Committee (ZC)* meeting is *tentatively* scheduled for Wednesday, **February 26, 2020**, at 5:00 p.m. in Room 303 of the County Administration Building.

# **ECONOMIC DEVELOPMENT COMMITTEE**

# **RESOLUTION**

of the

COUNTY BOARD OF THE COUNTY OF WINNEBAGO, ILLINOIS

SUBMITTED BY: ECONOMIC DEVELOPMENT COMMITTEE

2019-CR-

## **RESOLUTION AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT WITH THE NORTHERN ILLINOIS LAND BANK AUTHORITY REGARDING INITIATING PETITIONS TO HAVE PROPERTIES DECLARED ABANDONED**

WHEREAS, pursuant to a resolution passed by the Winnebago County Board on January 24, 2019 a public agency known as the Northern Illinois Land Bank Authority (hereinafter referred to as “the Land Bank”) was created and established by virtue of an intergovernmental agreement entered into by the County of Winnebago with the County of Boone, the City of Belvidere, and the City of Rockford; and

WHEREAS, by its bylaws the Land Bank is authorized to excise the statutory powers of its member governmental bodies to take removal action, lien property, foreclose on liens, and petition for declarations of abandonment if and when specifically authorized by a member governmental body to do so; and

WHEREAS, the Land Bank has requested the County of Winnebago to contractually authorize the Land Bank to initiate and prosecute abandonment proceedings pursuant to 55 ILCS 5/1121(c) by jointly sharing the County’s powers to do so with the Land Bank; and

WHEREAS, the Intergovernmental Cooperation Act (5 ILCS 220/1, et seq.) authorizes such cooperative arrangements between public agencies; and

WHEREAS, it is in the best interests of the citizens of Winnebago County, Illinois for the County of Winnebago to enter into an intergovernmental agreement with the Land Bank to jointly share with the Land Bank the County’s authority to initiate and prosecute abandonment proceedings pursuant to 55 ILCS 5/1121(c).

NOW, THEREFORE, BE IT RESOLVED, by the County Board of the County of Winnebago, Illinois, that the County Board Chairman is hereby authorized and directed to, on behalf of the County of Winnebago, execute an intergovernmental agreement with the Northern Illinois Land Bank Authority to jointly share the County’s authority to initiate and prosecute abandonment proceedings pursuant to 55 ILCS 5/1121(c).

BE IT FURTHER RESOLVED, that any intergovernmental agreement entered into pursuant to the authority granted in this Resolution shall contain substantially the same terms as the

intergovernmental agreement 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 certified copies of this Resolution to County Board Chairman Frank Haney and the County Auditor.

Respectfully submitted,

ECONOMIC DEVELOPMENT COMMITTEE

**AGREE**

**DISAGREE**

\_\_\_\_\_  
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

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

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

ATTEST:

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

## **INTERGOVERNMENTAL AGREEMENT**

### **Between the Northern Illinois Land Bank Authority and Winnebago County, Illinois for the Acquisition of Certain Properties Through Abandonment Proceedings**

THIS INTERGOVERNMENTAL AGREEMENT (“IGA”) is entered into between the Northern Illinois Land Bank Authority (“NILBA”) and Winnebago County, Illinois (“County”) (collectively, “Parties”), and shall commence on the date that the last signatory executes this IGA (“Effective Date”).

#### **Recitals**

WHEREAS, Article VII, Section 10 of the Constitution of the State of Illinois authorizes and encourages units of local government to contract or otherwise associate among themselves to obtain or share services and to exercise, combine, or transfer any power or function; and

WHEREAS, the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*, authorizes cooperative arrangements between public agencies of the State of Illinois; and

WHEREAS, NILBA is an intergovernmental agency formed by numerous Winnebago and Boone County units of government, including the County, to assist in the redevelopment and neighborhood stabilization efforts of its members; and

WHEREAS, NILBA, through its counsel, works to acquire, manage, and repurpose vacant, abandoned, and tax delinquent properties within the County and surrounding municipalities;

WHEREAS, the County is an Illinois county authorized to acquire, manage, and convey real property in order to facilitate the redevelopment and rehabilitation of vacant, abandoned, and tax delinquent properties; and

WHEREAS, Section 5-1121(c) of the Illinois Counties Code, 55 ILCS 5/1-1001 *et seq.*, authorizes the County to petition the circuit court to have property that is within the territory of the county, but outside the territory of any municipality, declared abandoned, and may thereafter petition for a judicial deed to property so declared (collectively “Abandonment Proceedings”), provided that the property is delinquent in real estate taxes or water bills for two or more years, is unoccupied by persons legally in possession, and contains a dangerous or unsafe building; and

WHEREAS, NILBA is authorized to exercise the statutory authority of its member communities to take removal action, lien property, foreclose on liens, and petition a circuit court for a declaration of abandonment, as an agent of an individual member community; and

WHEREAS, the County and NILBA seek to enter into this IGA to use Abandonment Proceedings to encourage economic redevelopment and rehabilitation of vacant, abandoned, and tax delinquent properties; and

WHEREAS, the County and NILBA are authorized to execute this IGA by act(s) of their respective duly constituted governing bodies.

NOW, THEREFORE, the parties set forth their mutual understandings as follows:

1. Incorporation of Recitals: The foregoing recitals are made a part of and incorporated into this IGA.

2. Authority to File and Prosecute Abandonment Petitions: The County authorizes and engages NILBA and its counsel to file and prosecute, on its behalf, petition(s) for a declaration of abandonment (pursuant to 55 ILCS 5/5-1121(c), or in the alternative, demolition or repair authority (pursuant to 55 ILCS 5/5-1121(a)) (“Petition”) for all parcels identified in **Exhibit B** (“Parcels”). Exhibit B may be amended from time to time by written agreement of the Parties’ Contacts, as defined herein.

3. Costs: So long as a Parcel is eligible for a declaration of abandonment, NILBA shall pay for all fees, including attorneys’ fees and court costs, required to file and prosecute the Petition filed under this Agreement.

4. Title to Abandoned Parcels: If the County obtains a judicial deed to a Parcel as a result of a declaration of abandonment under this Agreement, the County agrees to immediately convey fee simple title to the Parcel to NILBA.

5. Management of Abandoned Parcel: NILBA shall manage and dispose of the Parcel in accordance with the NILBA by-laws and policies and in consultation with the County Contact, as defined herein.

6. Proceeds of Future Sale: NILBA shall be entitled to all proceeds from any future sale of any Parcel acquired by the County and conveyed by the County to NILBA under this Agreement. NILBA shall use any proceeds to further its mission.

7. Properties Ineligible for Abandonment: In the event that NILBA, or its counsel, notifies the County Contact, in writing, that a Parcel is ineligible for a declaration of abandonment, the County may elect to:

- a. Dismiss the Petition; or
- b. Proceed with the Petition and seek demolition or repair authority for the County pursuant to 55 ILCS 5/5-1121(a). If the County elects to proceed with the Petition, the County shall either:

- i. Engage its own counsel and pay all future costs associated with the Petition;  
or
- ii. Enter into a separate agreement with NILBA and its counsel regarding the future costs associated with the Petition.

8. Contacts: The Parties' contacts for implementation of this Agreement are as follows ("Contacts"):

For the County:

Contact (County Official): Board Chairman of Winnebago County, Illinois  
Email Address: Frank@wincoil.us (Frank Haney)  
Phone Number: 815-319-4232

Contact (County Attorney): State's Attorney of Winnebago County, Illinois  
Email Address: MHiteRoss@wincoil.us (Marilyn Hite Ross)  
Phone Number: 815-319-4775

For NILBA:  
Northern Illinois Land Bank Authority Presiding Officer  
Email Address: mdunn@r1planning.org (Michael Dunn JR.)  
Phone Number: 815-319-4180

With a copy to:  
Brent Denzin,  
Northern Illinois Land Bank Authority (NILBA) Attorney  
and Partner of  
Denzin Soltanzadeh LLC  
190 S. LaSalle, Suite 2160  
Chicago, Illinois 60603  
bdenzin@denzinlaw.com  
(312) 380-7260

9. Incorporation/Survival: This IGA sets forth the entire understanding of the parties relative to the subject hereof and supersedes any and all prior agreements, expressed or implied, oral or written, with respect to the subject hereof. Changes, extensions or modifications to this IGA shall only be made by mutual agreement between the parties and shall be in writing. No term of this IGA may be waived or discharged orally or by any course of dealing, but only by an instrument in writing signed by the party benefited by such term. Any terms and conditions contained in this IGA that by their express terms, sense or context are intended to survive the termination or expiration of this IGA shall so survive.

10. Complete Agreement. All prior understandings and agreements between the Parties are merged into this Agreement which alone fully and completely expresses the Parties' agreement.

11. No Third-Party Beneficiaries. The covenants and agreements contained herein shall be binding upon and inure to the sole benefit of the Parties hereto, and their successors and assigns. Nothing herein, express or implied, is intended to or shall confer upon any other person, entity, company, or organization, any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this IGA.

12. Counterparts. This IGA may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument, and any signatures to counterparts may be delivered by facsimile or other electronic transmission and shall have the same force and effect as original signatures.

13. Force and Effect; Termination. This Agreement shall be in force and effect as of the Effective Date and shall remain in effect thereafter until terminated by either Party. Either Party may terminate this IGA, for any reason, by the Contact providing thirty (30) days written notice of its intent to terminate to the other Contact. However, in the event Petitions are pending at the time notice of the termination is sent, the termination shall not be effective until the Parties agree, in writing, to a resolution for each pending Petition, including the costs associated with each pending Petition. A Petition is pending so long as a final order has not been entered in the circuit court and so long as the conveyance described in Paragraph 4, above, has not been completed.

[Remainder Left Blank]



IN WITNESS WHEREOF, this IGA is hereby executed on behalf of the parties through their authorized representatives as set forth below.

WINNEBAGO COUNTY

By: Winnebago Board Chairman

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

Title: Board Chairman of Winnebago County, Illinois

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

NORTHERN ILLINOIS LAND BANK AUTHORITY

By: Presiding Officer

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

Title: Northern Illinois Land Bank Authority Presiding Officer

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

**EXHIBIT B**

PARCEL(S) APPROVED FOR ABANDONMENT PETITIONS

1. 6145 Parish, Cherry Valley – PIN 16-10-304-018

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

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

---

**RESOLUTION OF THE COUNTY BOARD OF THE COUNTY OF  
WINNEBAGO, ILLINOIS APPROVING PARTICIPATION IN THE  
2021-2026 COMPREHENSIVE ECONOMIC DEVELOPMENT STRATEGY  
(CEDS) FOR NORTHERN ILLINOIS REGION**

---

**WHEREAS**, the County of Winnebago, Illinois (County) was and is a member of the Region 1 Planning Council Economic Development District (EDD) and was a partner in the 2010-2015 and 2016-2020 Comprehensive Economic Development Strategy (CEDS) for Boone and McHenry counties;

**WHEREAS**, the County participated in the collaborative planning process to develop the 2021-2026 CEDS for the Northern Illinois Region along with the EDD and Boone and McHenry counties; and

**WHEREAS**, the County continues to be a member of the Region 1 Planning Council Economic Development District (EDD) and is a partner in the 2021-2026 Comprehensive Economic Development Strategy (CEDS) for Boone and McHenry counties; and

**WHEREAS**, the County and other local government officials, business representatives, civic leaders, and economic development officials are participating in the collaborative planning process to develop the 2021-2026 CEDS for the Northern Illinois Region along with the EDD and Boone and McHenry counties; and

**WHEREAS**, Region 1 Planning Council staff will conduct the research, coordinate the strategy committee, and draft the strategy, with coordination with EDD partners; and

**WHEREAS**, public information meetings will be held in Winnebago County and other participating counties to develop and review the draft CEDS; and

**WHEREAS**, CEDS is designed to bring together the public and private sectors in the development of an “economic road map” to diversify regional economies; encourage economic development opportunities; and ensure that economic development stakeholders actively participate within the economic development strategic planning process. The CEDS and commitment to its implementation serves as the guideline for which the U.S. Department of Commerce Economic Development Administration reviews future grants and assistance from entities within the County; and

**WHEREAS**, Winnebago County will send representatives, including the County Board Chairman, representation from County Administration, and County Planning and Development, to participate within the CEDS strategy committee, provide data, technical, and contextual

support during the process and document creation, as well as all other necessary actions to support alignment between local economic development goals, and eventual adoption of the 2021-2026 CEDS update.

**NOW, THEREFORE BE IT RESOLVED** by the County Board of Winnebago County, Illinois, that it hereby approves the above outlined participation in the Comprehensive Economic Development Strategy (CEDS) and authorizes Region 1 Planning Council Economic Development District according to the prescribed requirements of the US Economic Development Administration.

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

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

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**

STATE OF ILLINOIS, } ss.  
COUNTY OF WINNEBAGO }

*I, MARGIE M. MULLINS, County Clerk in and for said County, in the State aforesaid, do hereby certify that I have compared the foregoing attached copy of:*

**RESOLUTION APPROVING 2016-20 COMPREHENSIVE ECONOMIC  
DEVELOPMENT STRATEGY (CEDs) FOR THE NORTHERN ILLINOIS  
REGION**

*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* 15<sup>TH</sup> DAY OF JANUARY, 2016.

MARGIE M. MULLINS, Winnebago County Clerk

BY:  Deputy County Clerk



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

**2016 CR 001**

---

**RESOLUTION APPROVING 2016- 20 COMPREHENSIVE ECONOMIC DEVELOPMENT  
STRATEGY (CEDs) FOR THE NORTHERN ILLINOIS REGION**

---

**WHEREAS**, Winnebago County is a member of the Economic Development District of Northern Illinois (EDDNI) and was a partner in the 2010-15 Comprehensive Economic Development Strategy (CEDs) for Boone and Winnebago Counties; and

**WHEREAS**, Winnebago County and other local government officials, business representatives, civic leaders and economic development officials participated in the collaborative planning process to develop the 2016-20 CEDs for the Northern Illinois Region along with EDDNI and Boone and McHenry counties; and

**WHEREAS**, a technical group comprised of staff and researchers from EDDNI, the Chicago Metropolitan Agency for Planning, and Northern Illinois University have completed the draft CEDs; and

**WHEREAS**, public information meetings were held in Winnebago County and other participating counties to review the draft CEDs; and

**WHEREAS**, the CEDs is designed to bring together the public and private sectors in the creation of an "economic road map" to diversify regional economies; to encourage economic development opportunities; and to allow entities within the County to apply for grants and assistance from the U.S. Department of Commerce Economic Development Administration; and

**WHEREAS**, the CEDs is in alignment with Winnebago County's economic development goals and objectives.

**NOW, THEREFORE BE IT RESOLVED BY THE COUNTY OF WINNEBAGO, ILLINOIS**, that it hereby approves the 2016-20 Comprehensive Economic Development Strategy (CEDs) for the Northern Illinois Region and authorizes the Economic Development District of Northern Illinois (EDDNI) to submit the document to the U.S. Economic Development Administration.

Respectfully submitted,

**Economic Development Committee**

**AGREE**


  
Fred Wescott, Chairman  
Dave Fiduccia  
Faye Lyon  
Dorothy Redd  
L.C. Wilson

**DISAGREE**

  
Fred Wescott, Chairman  
Dave Fiduccia  
Faye Lyon  
Dorothy Redd  
L.C. Wilson



The above and foregoing Resolution was adopted by the County Board of the County of Winnebago, Illinois, this 14th day of January, 2016.



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



## CEDS Steering Committee and Process Overview

### What is the Economic Development District?

Region 1 Planning Council serves as the Economic Development District (EDD) for Boone, McHenry, and Winnebago Counties. This designation allows for funneling of economic development funding by the Economic Development administration (EDA) into our region. Importantly, it is through the EDD (as R1PC), that the Comprehensive Economic Development Strategy is facilitated and updated.

### What is a Comprehensive Economic Development Strategy?

The Comprehensive Economic Development Strategy (CEDS) is a locally-based, regionally-driven economic development plan that creates the space for our region to strategize a framework for regional job creation, diversification of the economy, and economic growth. While it is no longer a federal requirement, the Committee will identify *key projects* that are in line with regional assets and will further the regional development strategy laid out in plan.

Additionally, while providing this framework is the CEDS' most critical component, having a current CEDS also allows the region to have its EDD federally designated and apply for federal economic development assistance grants through the EDA. Having a current CEDS plan also supplements other grant assistance, showing that our region values planning for our future economic health and aligns our priorities with federal priorities.

The 2010-2014 and 2016-2020 documents can be found at <http://r1planning.org/ceds>

### What is the CEDS Steering Committee and what are the responsibilities

The CEDS Steering Committee will be the group that goes through the CEDS planning process and provides input for the creation of the CEDS. The Committee will represent the main economic interests of the region and will be made up of leaders from manufacturing, healthcare, small business, key public officials, community leaders, economic development professionals, workforce development stakeholders, minority and labor groups, and higher education representatives from across Winnebago, Boone, and McHenry Counties.

It is intended that the committee will meet monthly during 2020, starting in February. Meetings will center around examining pertinent regional data trends, determining public engagement, identifying economic development successes since the last CEDS process, going through a SWOT, visioning, and action plan process, and reviewing the plan as it is created.

### Where and When will the committee meet?

To accommodate the size of this committee and our exercises, our partners have offered use of the Belvidere Township Offices at *8200 Fairgrounds Road, Belvidere IL*. This is the location which the Committee met during the 2015 process, and is a central location for all partners to convene. The meetings will take place in the morning.

More information will be disseminated to partners as we begin the process.

Please reach out to Jay Fieser at [jfieser@r1planning.org](mailto:jfieser@r1planning.org) for any questions you or your partners may have related to the CEDS, Steering Committee, or regional economic development planning. We look forward to your participation.

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

**SUBMITTED BY: ECONOMIC DEVELOPMENT COMMITTEE**

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

---

**RESOLUTION AUTHORIZING A GRANT OF  
FIFTY-THOUSAND DOLLARS TO  
THE VILLAGE OF PECATONICA  
FOR THE REPLACEMENT OF STREET LIGHTS AND LIGHT POLES**

---

**WHEREAS**, the Village of Pecatonica, Illinois is located within the County of Winnebago, Illinois; and

**WHEREAS**, the County of Winnebago receives host fees funds from the operation of the landfill within the County of Winnebago, Illinois; and

**WHEREAS**, the County Board of the County of Winnebago, Illinois has determined host funds received from the operation of the landfill shall be use for economic development; and

**WHEREAS**, the Village of Pecatonica, Illinois, is the site of the Winnebago County Fair which attracts agricultural and other businesses to the County of Winnebago; and

**WHEREAS**, the Village of Pecatonica, Illinois, needs to replace 22 street light poles with LED lights along with associated excavation and electrical work to properly and attractively light the down town area of Pecatonica; and

**WHEREAS**, the current lights and light poles are in disrepair and the new LED lights will be more environmentally and cost efficient and provide more attractive and better lighting.

**NOW, THEREFORE, BE IT RESOLVED**, by the County Board of the County of Winnebago, that the County grant the Village of Pecatonica, Illinois fifty-thousand (\$50,000.00) from host fee funds to be used towards the excavation, electrical work, and the replacement and installation of 22 street light poles with new poles that contain LED lights.

**BE IT FURTHER RESOLVED**, that a certified copy of this resolution upon its adoption shall be forward to the Winnebago County Economic Development Director, County Administrator, and the County Auditor.

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

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 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



## COUNTY OF WINNEBAGO

DEPARTMENT OF REGIONAL PLANNING AND ECONOMIC DEVELOPMENT

**Project Report for:**  
Village of Pecatonica - Public Infrastructure

### **APPLICANT INFORMATION**

**Organization Applicant:**

Village of Pecatonica

**CONTACT PERSON**

**Position:** Village Trustee & Chairwoman of  
Economic Development Committee

**Applicant Contact (Point) Person:**

Marilyn Wilke, Village Trustee

**Phone #:** 708-508-1453 (cell)

**E-mail:** mwilke@villageofpecatonica.com

**Project Location Address:**

Main Street, between 2<sup>nd</sup> St. & 5<sup>th</sup> St.  
(see attached Project Area Map)

**County Board District #:** 1

**County Board Member:** Aaron Booker

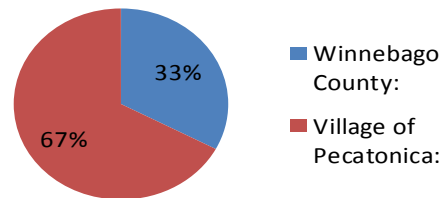
**PIN:** N/A, in public right-of-way

### **PROJECT FINANCE SUMMARY**

**Requested County Host Fee Fund:**

Project Finances		Percentage	
Winnebago County:	\$ 50,000.00	Requested Host Fee Amount	32.80%
Village of Pecatonica:	\$ 102,460.00		67.20%
<b>Total Estimated Project Cost:</b>	<b>\$ 152,460.00</b>		100.00%
<b>Project Cost Breakdown</b>		<b>(\$)</b>	<b>(%)</b>
1) GexPro - Light Poles	\$ 53,900.00		35.35%
2) Lender Electric	\$ 40,000.00		26.24%
3) Pecatonica Public Works	\$ 1,744.00		1.14%
4) Kirby Cable Service	\$ 56,816.00		37.27%
	\$ 152,460.00		100.00%

#### **Project Investment**



### **PROJECT DESCRIPTION**

The Village of Pecatonica is requesting \$50,000 from the County Host Fees to assist with the financing of 22 new light poles in the downtown district. This downtown revitalization project will assist in the beautification of the Village's gateways from both the north and the south end for visitors as well as residents. The Village is making a conscious effort to improve their streetscape for several different



## COUNTY OF WINNEBAGO

DEPARTMENT OF REGIONAL PLANNING AND ECONOMIC DEVELOPMENT

---

### **Project Report for:**

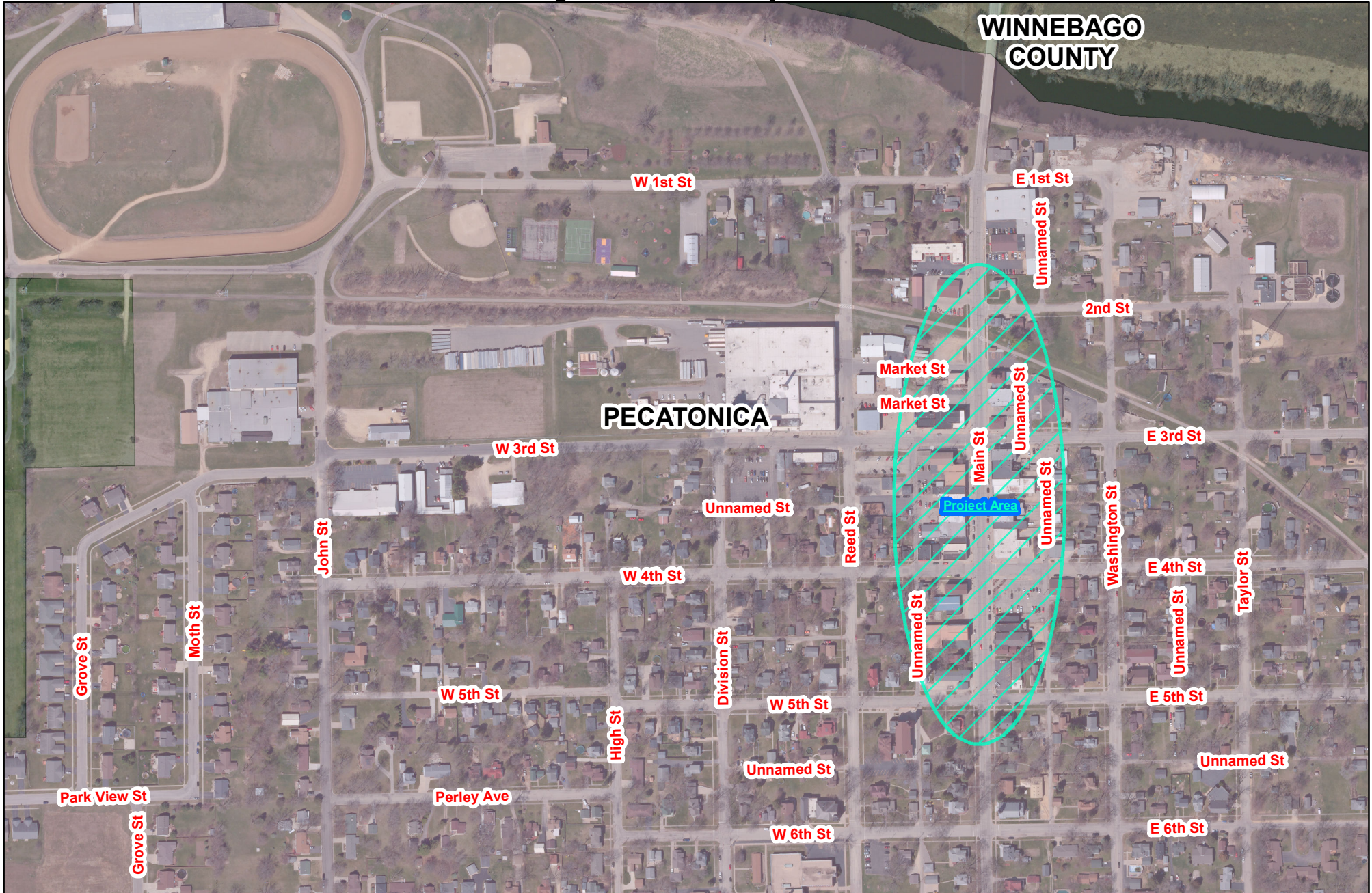
Village of Pecatonica - Public Infrastructure

reasons. One reason is to attract more business development to their downtown area. Also, since the Village of Pecatonica is the home to the Winnebago County Fairgrounds and only approximately a ½ mile west of this project, many visitors will travel through this area on their way to the Fairgrounds. With thousands of tourists seeking to attend the Winnebago County Fair, the Village seeks to positively represent Winnebago County in its best light. Also, the installation of these new light poles will have a ripple affect, in that the Village has verbally agreed with the Winnebago County Fairground Board to award the designated light poles to the Fairground Board for the installation to their grounds for the sum of \$1.00.


Due to the nature of the project it is difficult to assess the direct economic impact this will have, however it does ultimately act as an incentive for attracting business development to this project area. Historically, Winnebago County has assisted with a few minor development projects in recent years in the Village of Pecatonica. In 2017, the County supported the Pecatonica Prairie Path trailhead on Main Street in the Village by means of \$20,000 from the Host Fees. Likewise, in the summer of 2015, the County allocated \$12,000 of Host Fee Funds for parking lot improvements for the Village.




# Village of Pecatonica Project Area




**Legend**

 Project Area

**Jurisdiction**

 PECATONICA

 WINNEBAGO COUNTY

The Winnebago County computerized aerial base property maps were assembled using County, State and other data. The map files are not intended to be the official survey of the land. The official land records are on file in the Winnebago County Recorder's Office.

Created Date: 12/6/2019

1 inch = 400 feet



**From:** [Marilyn Wilke](#)  
**To:** [Christopher Dornbush](#)  
**Cc:** [Bill Smull](#)  
**Subject:** Pecatonica Light Pole Host Fee Application  
**Date:** Tuesday, November 12, 2019 7:26:17 AM  
**Attachments:** [APPLICATION-Econ Dev Bus Incentive & Host Fee Program Final \(1\).docx](#)  
[Kirby Light Pole Bid.docx](#)  
[Lender Elec Light Pole Bid.pdf](#)  
[Winn county app cover letter.docx](#)  
[Public Works Light Pole Estimate.pdf](#)

---

As we discussed, I am forwarding the attached host fee application, with all supporting documents for your review. I did find it difficult to align our Community Revitalization project with some of the financial questions. To this end, I have written a cover letter to better express our project, stating the need and advantage for our village.

Also, I was unable to electronically write a signature on the bottom of the application. Please advise with your comments to help me strengthen our application. At that time, I will be happy to come into your office to sign the final application.

Again, I thank you for your help and advice.

Marilyn Wilke, Trustee  
Chairman,  
Economic Development Comm, Pecatonica





# WINNEBAGO COUNTY

— ILLINOIS —

**Winnebago County  
Economic Development, Business Incentive and Host Fee Program  
Application**

Please provide supporting documentation as necessary.

**Part 1: COMPANY INFORMATION**

Company information (include name, d/b/a, street address, city, zip code, phone & fax numbers and website address).

**Village of Pecatonica**

405 Main Street  
PO Box 730  
Pecatonica, IL 61063-0730  
Phone: (815) 239-2310  
Fax: (815) 239-1060

Type of organization: (corporation, partnership, LLC, etc.): Municipality\_\_\_\_\_

FEIN # 36-6006043 Illinois IBT# \_\_\_\_\_

If a corporation or subsidiary, include corporation name street address, city, zip code, phone & fax numbers and website address.

\_\_\_\_\_  
\_\_\_\_\_

Executive officer/authorized company representative (include full name, title, office address, phone number and email address)

Marilyn Wilke, Trustee, Chairman Economic Development Committee  
405 Main St., Pecatonica, IL 61063 Cell: 708-508-1453 mwilke@villageofpecatonica.com

Please provide a general description of the company, how long the company has been in business locally and overall, type and description of business/industry, SIC/NAICS codes:

Our Village just celebrated 150 years during 2019. We are the home of the Winnebago County Fairgrounds.

---

---

---

<b>Current Employment</b>	<b>Full-Time</b>	<b>Part-Time</b>
Locally:		
Company Wide:		

## Part II: PROJECT LOCATION

Type of development: \_\_\_ New Construction \_\_\_ Addition \_\_\_ Re-utilization vacant building

New or relocating business? \_\_\_ If relocating, from where? \_\_\_\_\_

Proposed project location in Winnebago County

Street Address: Main St. (2<sup>nd</sup> to 5<sup>th</sup> St, as cross Sts.) City Pecatonica

Parcel Identification Number (PIN #) \_\_\_\_\_ Current Zoning: \_\_\_\_\_

Size of parcel: \_\_\_\_\_ Size of Building: \_\_\_\_\_ Building area to be added: \_\_\_\_\_

Will the project location be owned or leased by the applicant? Existing Village Main St.

*If leased, proposed length of lease? \_ Note: A company must sign a minimum of a five-year lease in order to be eligible to apply for a property tax incentive. Additionally, an incentive will not be offered in excess of the length of the lease. However, should a company have, for example, a five year lease with a renewable option after five years, they could be granted a 10year incentive. Should the company choose not to renew their contract after five years, the incentive would cease. An executed copy of the lease will be required for verification.*

Lessor of any site must be a party to the Business Incentive Program

agreement. Lessor Company Contact: \_\_\_\_\_

Other Location(s) being consideration – both within and outside of Winnebago County:

---

---

Property Acquisition/Entitlement Timeline: \_\_\_\_\_

### Part III: PROJECT DESCRIPTION

Description of the proposed project/improvements:

Replace 22 light poles, with associated excavation, electrical work, and cement work.

Our current light poles are in disrepair. When originally installed in 2000, the bases and electrical work was not adequate for a 20+ year lifespan. Currently, one light pole has been hit and fallen down, so we are sitting with a construction cone on our Main Street sidewalk. With this obvious deterioration of the pole bases, it places our village at risk for future liability in the event of injury. It is imperative that we correct this situation as soon as possible.

Please attach a concept plan for the building/site improvements.

**Project timeline:**

Proposed construction start: Currently started

\_ Anticipated completion: By the End of November, with dependencies on the weather

Identify the intended % of labor force expected from Winnebago County:

NONE \_\_\_\_\_  
\_\_\_\_\_

Total estimated project costs/investment (including acquisition and soft costs): \$ \_\_\_\_\_

1) GexPro - light poles	\$53,900
2) Lender Electric	40,000
3) Pecatonica Public Works	1,744
4) Kirby Cable Service	56,816
<b>Estimated total cost:</b>	<b>\$ 152,460</b>

What additional utilities and/or infrastructure improvements will be needed to support the investment? (road improvements, utility services, telecommunications/ broadband, rail spurs, etc.)

---

How will the infrastructure improvements be funded?

Economic Development Funds \_\_\_\_\_

Indicate any special environmental or efficiency factors that will be incorporated into the project:

All new lights are LED

---

#### Part IV: EMPLOYMENT IMPACT

Total Jobs Retained/Created, Average Wages, and Total Payroll for Years 1, 2, 3 and at Full Capacity:

	Year 1	Year 2	Year 3	Full Capacity
# of Employees Transferred	_____	_____	_____	_____
# of New Jobs Created	_____	_____	_____	_____
# of Winnebago County jobs _ retained	_____	_____	_____	_____
Total # of Employees	_____	_____	_____	_____
Average Wage (non-management)	_____	_____	_____	_____
Total Payroll (all employees)	_____	_____	_____	_____

#### EMPLOYEE BENEFITS

Please summarize benefits below and attach copies of insurance and pension plans.

Benefits	None	Employee	Employee & Family
Medical/Dental/ Vision Insurance			
Retirement			

#### Part V: ECONOMIC IMPACT

Current EAV: Land: \_\_\_\_\_ Building: \_\_\_\_\_ For tax year \_\_\_\_\_

Estimated increase in Equalized Assessed Valuation: \$ \_\_\_\_\_

*Calculated at 1/3 of the increase in fair market value directly resulting from the proposed investment and/or improvements.*

Expected increase in Company Revenue Generation: \$ \_\_\_\_\_

Expected increase in Sales Taxes Generation (if applicable): \$\_\_\_\_\_

Estimated annual cost to operate/maintain the facility? \_\_\_\_\_/Sq. ft.

<b>Estimated annual cost for:</b>		
Property Taxes:	\$ _____	/Square Foot
Utility Taxes:	\$ _____	/Square Foot
Telecommunications Tax:	\$ _____	/Square Foot
Special District Tax:	\$ _____	/Square Foot

Total investment in new machinery and equipment, within the first three years:

First Year: \$ \_\_\_\_\_ Second Year: \$ \_\_\_\_\_ Third Year: \$ \_\_\_\_\_

#### **Part VI: STATEMENT OF QUALIFICATION AND JUSTIFICATION**

Please provide the following in support of your application and request:

##### **1) What type of assistance is being requested**

☐ a. **Host Fee Funds**

i What is the amount (\$) being requested? \$ > 50,000 \_\_\_\_\_

ii What is the repayment period of time being requested (up to a maximum of 20 years)? \_\_\_\_\_ years

☐ b. **Tax Abatement (Rebates)**

**2) Need for Assistance:** Applicants must demonstrate a **competitive need** for the incentive. In order to do this, the company must either provide evidence of location options **or** sign a “but for” statement. ***In either case the applicant must demonstrate a cost differential.***

a. **Evidence of location options** –The applicant must provide evidence of non-Winnebago County location options, which could be that the applicant has multiple location options (including other company-owned locations) and could locate outside of Winnebago County or demonstrate that at least one other non-Winnebago County location is being considered for the project. Such proof shall include, but is not limited to, incentive letters, prospective offers from other states, or other documentation indicating the firm’s interest in alternative, non- Winnebago County locations; ***or***,

b. **“But for” projects** – The applicant must establish that “but for the Incentive, the capital investment, job creation and retention occur elsewhere.”

If you select this option, an authorized representative shall sign the below statement representing that without the Incentive, the company would not be inclined to undertake the project and create new jobs and/or retain existing jobs in Winnebago County:

*"I certify that capital improvements would not be placed in service and the job creation and/or retention of existing jobs would not occur without the Winnebago County Economic Development and Business Incentive Program".*

Signed: \_\_\_\_\_  
[CEO/President/Owned]

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

**3) Demonstrate a Cost Differential:** The applicant must complete a cost comparison of Winnebago County' site vs. the finalist non- Winnebago County alternative (s) and identify the cost differences. For example, the company must demonstrate that Winnebago County costs - such as utilities, property taxes, employee-based taxes, construction and/or building lease, annual building maintenance & operations and labor - exceed those of all competing locations under final consideration. **Please sign and attach your Statement of Cost Differential and include at the top the following information:**

- a. **Company Description:** Describe the nature of the company seeking the incentive -- its products and markets -- and demonstrate that the company is an eligible type of business.
- b. **Project Description:** Describe the nature and location of the project for which the firm is seeking a rebate; demonstrate the firm is expanding or retaining operations. If the project involves the consolidation of a number of facilities to a single facility, please include the name of the facility being relocated, its current address, the number of employees currently being employed at that site, the median wage/salary of the employees at that site, the number of jobs from that site that will be relocated to the new site and the current function of the location (.e. corporate headquarters, warehouse/distribution, branch manufacturing plant, customer service center). Also, please be sure to note any special factors such as LEEDS certifications, energy efficiency measures or brownfield development
- c. **Need for Local Assistance:** Describe the need for an incentive and how (if applicable) the applicant's use of the incentive may increase employment in Winnebago County.

Identify a cost differential for the project by responding to either item i) or ii) below.

**(Include this calculation in your Statement of Cost Differential and label it as "Cost Differential.")**

- i **Industry Based Cost Differential:** Provide evidence of a cost differential based on comparison of industry costs in other areas. Such

proof shall include, but is not limited to, financial statements or internal memoranda; records of industry's cost structure in the other areas; general comparisons of costs of labor, utilities, taxes and so on; or any other financial documentation evidencing cost differential.

- ii **Site Based Cost Differential:** Provide evidence of a cost differential based on comparison of Winnebago County vs. finalist non-Winnebago County sites. Such proof shall include, but is not limited to: written information such as non- Winnebago County sites under consideration; cost/benefit analyses of moving or closing the business; general comparisons of costs of labor, utilities, taxes, fees, construction and/or lease at the other sites under consideration; the specific value of incentives and/or lower taxes of a competing site; or any other documentation proving cost differential.

Once Winnebago County receives this information, it will initiate primary and secondary research and dialog with the applicant to validate the cost differential.

- 4) Eligible Projects:** Projects must be a new construction, expansion of an existing facility or the re-occupancy of a vacant facility.

**Is the company expanding operations?** (Check one of the three boxes which apply)

- ☐ Siting a new facility (with capital investment and new jobs) in Winnebago County; or
- ☐ Expanding its operation (capital investment and new jobs) at a current Winnebago County location; or
- ☐ If relocating operations within Winnebago County, the company must demonstrate the expansion cannot be accommodated at the current site due to constraints, including but not limited to:
  - lack of adequate street or road capacity or access;
  - inability of local authorities to assist in the expansion;
  - lack of available contiguous land for expansion;
  - excessive land costs in the current location;
  - reconstruction requires a shutdown of operations;
  - structurally or functionally obsolete facility;
  - lack of adequate utility capacity;
  - lack of available work force; or similar reasons.

Once an application is received, if the company is proposing to move a facility from one Winnebago County location to another, Winnebago County will send a letter to the mayor of the current host community to verify the site constraints that are "pushing" the expansion to another Winnebago County location.

## **5) Acknowledgement of the CLAW-BACK Language**

The application shall include an acknowledgement of the requirement to maintain operations at the project location for, at a minimum, the length of the incentive granted, beginning on the date the project is placed in service. A discontinuance by the company of operations at the project location during the first half of the term of this agreement



shall result in all of the incentives taken by the company during such period being deemed “wrongfully incentivized under provisions adopting this Business Incentive resolution” and shall be subject to forfeiture. Discontinuance by the company of operations at the project location after said initial period (one half of the length of incentive granted) shall not result in the forfeiture of any incentives previously taken by the company but shall result in the discontinuance of future benefits.

## **CERTIFICATION OF APPLICATION**

*The CEO and/or Chairman of the Board of the applicant hereby acknowledges and agrees to their responsibilities relative to the Winnebago County Economic Development and Business Incentive program.*

*Marilyn S. Wilke*

*Trustee*

*Nov. 11, 2019*

---

**Signature of Applicant**

---

**Title**

---

**Date**

Winnebago Economic Development Dept.

November 11, 2019

Attn: Christopher Dornbush

Please find the enclosed application for replacement of Pecatonica Lamp Poles, as discussed. Since this is a Downtown Revitalization Project, the economic parameters on the application are difficult to assess.

**Overview of Project:** Replace 22 light poles, with associated excavation, electrical work, and cement work.

**Why:** Our current light poles are in disrepair. When originally installed in 2000, the bases and electrical work was not adequate for a 20+ year lifespan. Currently, one light pole has been hit and fallen down, so we are sitting with a construction cone on our Main Street sidewalk. With this obvious deterioration of the pole bases, it places our village at risk for future liability in the event of injury. It is imperative that we correct this situation as soon as possible.

**Cost:** Our estimate for completion of excavation, cement work, electrical and purchase of new light poles, is as follows:

GexPro - light poles	\$53,900
Lender Electric	40,000
Pecatonica Public Works	1,744
Kirby Cable Service	56,816
Estimated total cost:	\$ 152,460

(please find electronic copies attached)

**Benefit:** This project will enhance our downtown streetscape. As home of the Winnebago County Fairgrounds, we feel this would be enjoyed by the many thousands of visitors to our village throughout the year. Also, it represents the maintenance/development of communities within Winnebago County.

We must also eliminate this risk for injury to our citizens.

**Award Old Light Poles:** Our village currently is working with the Winnebago County Fairground Board, to award the used light poles to them for \$1.00. This is a verbal agreement, at this time. The vision is for the fairground to install the poles at their entrances.

The estimated cost has increased since our original discussion. Our village would greatly appreciate all funding which the county board could provide.

We appreciate your support, and look forward to your feedback.

Respectfully,  
Marilyn Wilke, Trustee Pecatonica Village Board  
Chairman Economic Development Comm.

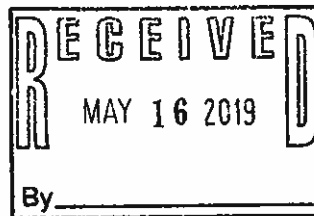






**BID**

Lender Electric Inc  
PO Box 943  
Pecatonica IL 61063  
PH: 815-239-2705



Date

5/14/19

Name & Address

Village of Pecatonica \*  
111 W 3rd St  
Pecatonica IL 61063

PROJECT:

**DESCRIPTION**

**Total**

**Bid Job**

**40,000.00**

Estimate to provide new wire for street lighting on main street. Cost includes wire, labor to help pull wire and set lights. Village employees to dig, place new pipe and help run wire. Place new 200 AMP single phase panel in existing enclosure for all street lighting on main to run off. Pull 100 AMP of power to pull box on corner of main and 4th, then from there to Main and 3rd for future hook ups (Any stages or other events on main street)

**ACCEPTANCE OF PROPOSAL:**

The above prices, specifications and conditions are satisfactory and are hereby accepted. Lender Electric is authorized to do the work as specified. Proposal good for 30 days. Any changes or additions could result in an additional cost to the bid price. Any additional work requires a signed Work Order.

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

**Total**

**\$40,000.00**

The Village of Pecatonica



**October 30, 2019**

**TO: Trustee Marilyn Wilke**

**FROM: Nick Berry, Public Works Director**

**RE: ESTIMATE TO REPAIR SIDEWALK AFTER STREET LIGHT  
PROJECT IS COMPLETE**

<b>Labor -</b>	<b>\$93.00 per hour x 8 hours =</b>	<b>\$ 744.00</b>
	<b>(Labor covers 4 employees)</b>	

<b>Concrete -</b>	<b>\$125.00 per yard x 8 yards =</b>	<b>\$ 1,000.00</b>
-------------------	--------------------------------------	--------------------

**If you need any additional information, please feel free to contact me.**

**Thanks.**

---

405 Main Street  
P.O. Box 730  
Pecatonica, IL 61063-0730

Phone: (815) 239-2310  
Fax: (815) 239-1060

Email: [villageclerk@villageofpecatonica.com](mailto:villageclerk@villageofpecatonica.com)  
Website: [www.villageofpecatonica.com](http://www.villageofpecatonica.com)

# **Kirby Cable Service**

## **Proposal for The Village of Pecatonica Light Pole Project**

- 1) Hydro- Excavate for and install 8' sonnet tubes and rebar cage for light bases.
  - A) In the event of limestone we would switch to breaking out rock on a T&M basis.
  - B) We haven't had any guidance from the manufacturer as far as light base specs. Kirby proposes 4 each #4 bar horizontal rings with 6 each #5 bar vertical rods. We do not have any expertise in this area so we would defer to the Village as to exact build specifications.
  - C) We would build bases to extend 2' above finish grade.
- 2) Demo old light bases to below existing bottom of sidewalk elevation.
- 3) Sawcut, demo, and dispose of concrete at new handhold locations. (\$21565.50 Total 1 thru 3)
  - A) The Village would recognize a savings of \$825 if they choose to sawcut concrete at new handhold locations.
  - B) The Village would recognize a savings of \$1825 if they choose to sawcut and remove concrete at new hand hold locations.
  - C) KCS did not include any cost for concrete restoration for any removed concrete.
- 4) Install new handholds of various sizes as needed, per plan. (\$11,769.59)
  - A) Brick to be removed by Village.
- 5) Directional bore 2 and 3 each, 1.25" conduits per Village plan. (\$23481.00)
  - A) The Village would recognize a savings of \$330 if it chooses to omit the 3<sup>rd</sup> 1.25" on the east and west side between 3<sup>rd</sup> and 4<sup>th</sup> Street.
  - B) In the event of hard limestone we would switch to T&M in those areas only.

**Total Price: \$56816.09**

**From:** [Marilyn Wilke](#)  
**To:** [Christopher Dornbush](#)  
**Cc:** [Bill Smull](#)  
**Subject:** Letter from County Fairgrounds  
**Date:** Wednesday, November 13, 2019 9:28:03 PM  
**Attachments:** [County Fairgrounds Letter.pdf](#)

---

I am forwarding the attached letter to append to our application. This letter documents our agreement with the Winnebago Fairground Board for the light poles, as referenced in my cover letter.

At this time, I believe this is the last piece of documentation that may be needed.

Thank you.



November 11, 2019

Village of Pecatonica

Pecatonica, IL 61063

Dear Trustees,

Thank you for giving us the opportunity to purchase the Main Street lamppost and lights for \$1. We hope to put them along our main traffic areas to enhance the fairgrounds. Please let us know if we can be of any help to the community in the future.

Sincerely,

A handwritten signature in black ink, appearing to read 'Deborah Kunte', is written over a printed name.

Deborah Kunte

Winnebago County Fair Association, Inc  
Director/Secretary



P.O. BOX 810  
PECATONICA, ILLINOIS 61063  
(800) 238-3587  
(815) 239-1641  
FAX: (815) 239-1653

WEBSITE: [www.winnebagoountyfair.com](http://www.winnebagoountyfair.com)  
E-MAIL: [fairinfo@winnebagoountyfair.com](mailto:fairinfo@winnebagoountyfair.com)





# **OPERATIONS & ADMINISTRATIVE COMMITTEE**

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

Sponsored by: Keith McDonald

Submitted by: Operations & Administrative Committee

2019 CR

---

**RESOLUTION AWARDING DISPLAY CABINETS FOR VETERANS MEMORIAL HALL**

---

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

**WHEREAS**, competitive bids were received for **19B-2187** on November 18, 2019 for the following:

**DISPLAY CABINETS FOR VETERANS MEMORIAL HALL**

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

**PREMIER WOODWORK INC.**

**1522 7<sup>TH</sup> STREET**

**ROCKFORD, IL 61104**

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

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

**45500-46440**

**NOW, THEREFORE, BE IT RESOLVED**, that the County Board of the County of Winnebago, Illinois that a purchase order be issued to PREMIER WOODWORK INC., 1522 7<sup>TH</sup> STREET, ROCKFORD, IL 61104.

**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 Veterans Memorial Hall Museum Director, Director of Purchasing, Board Office, Finance Director and County Auditor.

Respectfully Submitted,  
**OPERATIONS & ADMINISTRATIVE COMMITTEE**

**AGREE**

**DISAGREE**

\_\_\_\_\_  
KEITH McDONALD, CHAIRMAN

\_\_\_\_\_  
KEITH McDONALD, CHAIRMAN

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

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

\_\_\_\_\_  
JOHN BUTITTA

\_\_\_\_\_  
JOHN BUTITTA

\_\_\_\_\_  
JEAN CROSBY

\_\_\_\_\_  
JEAN CROSBY

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

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

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

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

\_\_\_\_\_  
JAIME SALGADO

\_\_\_\_\_  
JAIME SALGADO

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

ATTESTED BY:

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

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

**RESOLUTION EXHIBIT A**

**BID TAB**

**DISPLAY CABINETS FOR MEMORIAL HALL – 19B-2187**

**BID OPENING 11/18/19- 2:00 P.M.**

<b>VENDORS</b>	<b>Premier Woodwork Inc.</b>	<b>Sjostrom &amp; Sons, Inc.</b>
<b>TOTAL LUMP SUM OF CONSTRUCTION AND INSTALLATION OF DISPLAY CABINETS</b>	<b>\$39,808</b>	<b>\$48,800</b>
<b>DELIVERY DAYS AFTER RECEIPT OF ORDER</b>	<b>30-40</b>	<b>40</b>

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

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

SUBMITTED BY: OPERATIONS & ADMINISTRATIVE COMMITTEE

SPONSORED BY: DAVE KELLEY, JEAN CROSBY & JOHN BUTITTA

RESOLUTION URGING THE WINNEBAGO LANDFILL TO  
COME INTO COMPLIANCE WITH IEPA REGULATIONS

WHEREAS, the Winnebago Landfill Company, on its website (<https://www.winnebagolandfill.com/about-us>), has indicated a commitment to providing safe, responsible, and efficient solid waste disposal and recycling services throughout northern Illinois, including the Chicago area; and

WHEREAS, Winnebago Landfill Company further states that their record of compliance with the Illinois Environmental Protection Act is exemplary; and

WHEREAS, Winnebago Landfill Company asserts that they believe the safe disposal of solid waste is an essential part of making communities clean, enjoyable, and well-managed; and

WHEREAS, Winnebago Landfill Company declares that they are committed to making a difference in their service areas through adherence to the highest ethical and safety standards; and

WHEREAS, Winnebago Landfill Company claims that it provides regional employment opportunities in a company that is highly connected to the community; and

WHEREAS, the Winnebago Landfill Company asserts a desire to have a positive impact on the quality of life and to give back to the communities it services; and

WHEREAS, Waste Connections is the parent company of Winnebago Landfill Company; and

WHEREAS, Waste Connections, on its website (<https://www.wasteconnections.com/values>), identifies its values as safety, integrity, and customer service, and describes itself as a great place to work and the premier waste services company in North America; and

WHEREAS, residents in the area of the Winnebago Landfill have been complaining of odors emanating from the landfill site which have affected their quality of life; and

WHEREAS, efforts by the Illinois Attorney General to obtain compliance with IEPA regulations at Winnebago Landfill, including regulations related to odors, have been ongoing since 2017; and

WHEREAS, Winnebago County recognizes that while it receives host fees from the Winnebago Landfill that are used to fund economic development in the County, it also has an obligation to its residents to address issues which are having a negative impact on their quality of life.

NOW THEREFORE, BE IT RESOLVED, by the County Board of the County of Winnebago, Illinois, that the Winnebago County Board hereby demands the owners and operators of the Winnebago Landfill to live up to their publicly avowed values and standards by cooperating with the Illinois Environmental Protection Agency and the Attorney General's Office to obtain immediate compliance with IEPA regulations at the Winnebago Landfill.

BE IT FURTHER RESOLVED that the Clerk of the County Board is hereby directed to prepare and deliver copies of this resolution to the Winnebago County Administrator and Winnebago County Public Health Administrator, who will forward copies to Winnebago Landfill Company, Waste Connections, and appropriate State elected officials.

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**

**SUBMITTED BY: OPERATIONS AND ADMINISTRATIVE COMMITTEE**

**2019 CR**

---

**RESOLUTION AUTHORIZING COMMUNICATION WITH THE ILLINOIS  
GENERAL ASSEMBLY REGARDING PROPOSED CHANGES TO THE  
COUNTIES CODE ALLOWING COUNTIES TO CREATE AND ENFORCE  
A NUISANCE ORDINANCE**

---

**WHEREAS**, County Board of the County of Winnebago, Illinois, wishes to make suggestions to the Illinois General Assembly regarding changes to the Illinois Counties Code regarding the ability to create and enforce a nuisance ordinance; and

**WHEREAS**, it would be in the best interests of the citizens of Winnebago County to have a representative of the County Board communicate with the Illinois General Assembly to provide input from the County on changes to the Counties Code giving individual, non-home rule counties the ability to create and enforce nuisance ordinances.

**NOW, THEREFORE, BE IT RESOLVED**, that the County Board, by recommendation of the Operations and Administrative Committee, authorize one of the members of the Winnebago County Board to communicate with representatives of the Illinois General Assembly regarding changes to the Counties Code giving individual, non-home rule counties the ability to create and enforce nuisance ordinances.

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

Respectfully submitted,

Operations and Administrative Committee

---

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, 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

# **PERSONNEL & POLICIES COMMITTEE**

SPONSORED BY: DAVE FIDUCCIA

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

SUBMITTED BY: PERSONNEL & PROCEDURES COMMITTEE

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

RESOLUTION AUTHORIZING THE CHAIRMAN OF THE  
COUNTY BOARD TO EXECUTE AN AGREEMENT WITH  
WELLSKY CORPORATION

WHEREAS, the County of Winnebago owns and operates River Bluff Nursing Home, a skilled long-term care facility dedicated to serving the residents of Winnebago County; and

WHEREAS, in order to provide the highest quality care for its residents, River Bluff Nursing Home desires to utilize a cloud-based electronic health record system; and

WHEREAS, WellSky Corporation provides an integrated and cost-effective electronic health record system for clinical, financial and point of care services; and

WHEREAS, the River Bluff Nursing Home Administrator and staff have reviewed WellSky and believe that utilization of WellSky will enable them to provide the best care for their residents, maximize reimbursements, and minimize risk; and

WHEREAS, the Personnel and Procedures Committee of the County Board for the County of Winnebago, Illinois, has reviewed the proposed terms of the Agreement with WellSky Corporation, attached hereto as Exhibit A, and recommends contracting with WellSky Corporation under the terms set forth in the Agreement.

NOW THEREFORE BE IT AND IT IS HEREBY RESOLVED, by the County Board of the County of Winnebago, Illinois, that the Winnebago County Board Chairman is authorized to execute the Agreement with WellSky Corporation, in substantially the same form as contained in Exhibit A.

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

Respectfully submitted,

**PERSONNEL & PROCEDURES  
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, Illinois

## WellSky Proposal

### Electronic Health Care - Cost Comparison

	<i>Point Click Care</i>	<i>WellSky</i>	<i>Cost Avoidance if using WellSky</i>
<b>Cost of Implementing</b>	\$ 15,347.00	\$ 10,000.00	\$ 5,347.00
<b>Monthly Cost</b>	\$ 10,046.79	\$ 1,074.00	\$ 8,972.79
<b>12 Month Period</b>	\$ 120,561.48	\$ 12,888.00	\$ 107,673.48
<b>First Year Total Cost</b>	\$ 135,908.48	\$ 22,888.00	\$ 113,020.48

The cost for technology refresh needed to move to 100% electronic health records would be \$134,455.00. The savings from using WellSky over Point Click Care is sufficient to cover the cost of the suggested technology enhancements minus the wireless Mitel phones.

<b>Two Year Total Cost</b>	\$ 256,469.96	\$ 35,776.00	\$ 220,693.96
----------------------------	---------------	--------------	---------------

The cost avoidance of PCC will pay for the technology upgrades in so many months thus a budget neutral matter.

<b>PC/Tablet/Infrastructure</b>	\$ 103,210.00
<b>Mitel Wireless Phones</b>	\$ 19,022.00
<b>Subtotal</b>	\$ 122,232.00
<b>Contingency (10%)</b>	\$ 12,223.20
<b>Total</b>	\$ 134,455.20



## **Electronic Health Record – Implementation**

At River Bluff Nursing Home, our mission is provide exceptional service to the residents of Winnebago County through resident centered care, positive organization culture, effective communication, and in a fiscally responsible manner. Our vision for River Bluff Nursing Home is to be a top-rated long-term care home that is widely known for its nurturing environment of care; where residents thrive and employees are empowered to excellence; where everyone feels at home.

Our goals have always been to provide safe, effective, quality care for all our resident and their families, to develop empowered staff, cultivate effective communication throughout the organization, and to promote fiscal responsibility.

River Bluff Nursing Home, we are faced with a challenge to provide the care we strive for due to lack of an up-to-date information technology system, or electronic health record for each resident. Without this technology, our staff is not able to manage our resident care in an effective, organized, and fiscally responsible manner.

Currently, our medical record system involves storing resident information in several different areas. We are using Point-Click-Care for approximately 30% of our residents' medical record. We input financial information, assessments, C.N.A. charting for day to day activities of the residents, and progress notes into Point-Click-Care. The other resident medical records are stored in

- Paper files
- Paper medical administration record to administer medications to the residents
- Paper treatment administration record
- Paper charts
- File room for storing information from the overflow of the paper charts
- File room for storing current resident medical information
- File room for storing discharged resident medical information

We are also tasked with keeping paper copies of records and new orders for the providers to sign when they come into the building. If the provider does not come to the facility on a regular basis, we must mail the orders and other information to the provider to get signatures. The provider must then mail the documents back to the facility. Again, this is a time consuming and costly system.

The following information relates the challenges RBNH is faced with in our present situation:

### **1. Compliance**

- a. According to the Improving Medicare Post-Acute Care Transformation Act of 2014 (IMPACT Act):

*The new discharge planning process considers quality measures and resource use measures to assist patients and their families, and encourages them to become active participants in the planning of their transition to a PAC setting (or between PAC settings). This requirement provides patients and their family's access to information that helps them to make informed decisions about their post-acute care, while addressing their goals of care and treatment preferences.*

*The IMPACT Act mandates the collection and reporting of standardized data in the following post-acute care (PAC) settings: home health agencies (HH), inpatient rehabilitation facilities (IRF), long-term care hospitals (LTCH) and skilled nursing facilities (SNF). While these are the specific sites of*

care described in the legislation, the IMPACT Act also emphasizes care coordination and transitions of care. Specifically, standardization of data elements allows for information to follow the patient to improve patient outcomes during transitions of care between PAC and other providers. Additionally, one of the Measure Domains for the IMPACT Act is “transfer of health information and care preferences when an individual transitions from one setting to another,” which is currently being developed to support these efforts. The transitions refer to transitions into and out of PAC, as well as between PAC and other settings.

- b. Section 4004 of the Cures Act specifies certain practices that may constitute information blocking:

*Practices that restrict authorized access, exchange, or use under applicable State or Federal law of such information for treatment and other permitted purposes under such applicable law, including transitions between certified health information technologies;*

*Implementing health information technology in nonstandard ways that are likely to substantially increase the complexity or burden of accessing, exchanging, or using EHI;*

*Implementing health information technology in ways that are likely to—*

*Restrict the access, exchange, or use of EHI with respect to exporting complete information sets or in transitioning between health information technology systems; or*

*Lead to fraud, waste, or abuse, or impede innovations and advancements in health information access, exchange, and use, including care delivery enabled by health information technology.*

The key concerns related to the above acts are RBNH’s inability to evaluate our quality measure in a real-time format, provide medical information to residents and families in a timely and cost effective manner, and provide coordination and transition of care to hospitals or other facilities.

## **2. Resident Care**

- a. Without the ability to look at resident information in real-time, we are unable to analyze our resident information and make critical decisions regarding care. With our current system, we must look in several areas for information: paper chart, paper medical administration record (MAR), treatment administration record (TAR), Point Click Care (electronic health record), paper files, thinned chart files, and discharge files. Each one of these areas are in different places in our facility. This is very time consuming for staff.
- b. With an electronic health record that encompasses every aspect of the resident’s medical record, our staff will be able to make decisions about a resident care with the full scope of the resident’s medical record at our fingertips and in an efficient and organized way. The providers will also have immediate access to all related information for each resident. This will allow providers the ability to make better informed decisions regarding resident care.

## **3. Inefficient use of staff**

- a. At RBNH, we have several departments that use the resident’s medical record to report information to residents, families, and governing bodies. Because we only have one source for this information, our staff must take turns using the medical records.
- b. For example, if a Unit Coordinator is preparing to do care plans and has a meeting for a resident and the family, they will need to have access to the chart for an hour or two. If the another nurse needs information from the chart, he or she will either have to wait an hour or two for access to the chart, or they will have to interrupt a care plan meeting to take the chart. This is frustrating for staff as each nurse has a responsibility to complete his or her charting in a timely manner.
- c. One other frustration is the time needed for a nurse to walk from his or her office, retrieve the chart, work on the information in the chart, and then walk back to the unit to return the chart. It can take up to a half hour per day or more for one nurse to track down a paper chart, wait for



access, and then return the chart. This is time that could be spent providing the needed care to our residents. The complete electronic health record would eliminate this wasted time.

#### **4. Risk management**

- a. IDPH requires RBNH to provide medical records in a timely manner. Upon entering a facility and asking for a specific resident medical record, it is expected that the facility will provide the records promptly. If we are going from place to place to gather all of the resident medical records, it prevents the facility from complying with the request in a timely manner.
- b. If a family or Power of Attorney for a resident asks for information regarding a resident's stay, it is vital we are able to, again, give an accurate record of the resident's stay. It is vital to provide the information in an organized format and within a short amount of time.
- c. For one reason or another, there are times where RBNH will be required to provide information to a resident or resident's family for legal reasons. Having the information readily available and in a format that is consistent with the healthcare profession, allows for better communication.
- d. For protection of RBNH, having an electronic health record that is complete, will allow staff to better manage a resident's care and will enable the nursing staff to recognize trends earlier and possibly prevent a negative outcome for a resident. This will go a long way in protecting our facility from legal action.

**RBNH Information Technology  
Enhancements  
Fiscal Year 2020**

Unit Description	Class room	Admin Office	Activities	Maintenance	Finance	Reception	Rehab	Cardinal	Dove	Eagle	Blue Jay	Cafeteria	Total Units	Unit cost	Total
<b>PC/TABLET/INFRASTRUCTURE</b>															
AiO PCs	4	5		1	3	1	4	6	4	5	5	2	40	\$1,500	\$60,000
Monitors											5		5	\$155	\$775
Laptop		9						1	1	3	1		15	\$1,550	\$23,250
Hand strap case			5					2	2	2	2		13	\$45	\$585
Tablets			5					2	2	2	2		13	\$600	\$7,800
APs	2	1	2	1	1	1		5	5	5	5	2	30	\$360	\$10,800
<b>INFRASTRUCTURE SUBTOTAL</b>															<b>\$103,210</b>
<b>PHONES</b>															
DuraFon PRO Controller								1	1	1	1		4	\$1,250	\$5,000
DuraFon PRO Handsets		4	2	2		1	1	2	2	2	2		18	\$450	\$8,100
Second Phone Battery		4	2	2		1	1	2	2	2	2		18	\$31	\$558
24 Gage 8 Wire Plenum Run													2200	\$0.29	\$638
RJ-11 Jacks		4	2	2		2	2	2	2	2	2		20	\$4	\$70
66 Blocks				2									2	\$16	\$32
Amphenol Connector				1									1	\$24	\$24
VoIP and Wireless Controllers				40									40	\$115	\$4,600
<b>PHONE SUBTOTAL</b>															<b>\$19,022</b>

<b>SUBTOTAL</b>	<b>\$122,232</b>
<b>CONTINGENCY - 10%</b>	<b>\$12,223</b>
<b>TOTAL</b>	<b>\$134,455</b>

Draft

AiO PCs - HP SB EliteOne 800 G5 AiO 23.8" Core i5-9500 16GB RAM 256GB Win 10 Pro  
Monitors - HP EliteDisplay E223 - LED monitor - Full HD (1080p) - 21.5" for 5 AiOs that have an additional monitor.  
Laptop - HP SB ProBook 650 G5 15.6" Core i7-8665U 16GB RAM 256GB  
Tablets - Microsoft Surface Go - 10" - Pentium Gold 4415Y - 8GB RAM - 128GB SSD  
APs - Aruba IAP-305

**WELLSKY CORPORATION  
MASTER LICENSE AND SERVICES AGREEMENT**

This Master License and Services Agreement (the "Agreement") is entered into as of \_\_\_\_\_, 2019 (the "Effective Date"), by and between **WellSky Corporation** and its Affiliates, with offices at 11300 Switzer Road, Overland Park, KS 66210 ("WellSky"), and **County of Winnebago d/b/a River Bluff Nursing Home**, a \_\_\_\_\_ corporation with offices at 4401 N. Main Street Rockford, IL 61101 ("Customer"). Each of WellSky and Customer may be referred to herein individually as a "Party" and together as the "Parties." The Parties agree as follows:

1. **DEFINITIONS.** Capitalized terms used herein or in any Order Form, but not defined, have the meaning set forth in Exhibit A.
2. **LICENSED SOFTWARE.**
  - 2.1. **Licensed Software.** WellSky grants to Customer (a) a perpetual, non-exclusive, non-transferable, license to use the Licensed Software; or (b) a limited term, non-exclusive, non-transferable, license to use the Licensed Software during the term designated in the Order Form, on the Designated Platform solely for internal business purposes and subject to the terms of this Agreement and the applicable Order Form. Customer represents that it has authority to bind each Customer affiliate and Permitted User to the terms of this Agreement. Customer shall be responsible for all acts and omissions of all Customer affiliates and Permitted Users.
  - 2.2. **Limitations.** No right to use, copy, modify, create derivative works of, adapt, distribute, disclose, decompile, or reverse engineer the Licensed Software is granted, except as expressly set forth in this Agreement. WellSky reserves title to the Licensed Software and all rights not expressly granted hereunder. Customer may make copies of Licensed Software as necessary for back-up, testing, and archival purposes only. Customer shall approve access for all Permitted Users of the Licensed Software and Sublicensed Software and shall prevent unauthorized access and use of the Licensed Software and Sublicensed Software. Customer may not use any component of the System to provide services to third parties as a service bureau or data processor.
  - 2.3. **Installation of Designated Platform.** Customer shall install all components of the Designated Platform required for operation of the Licensed Software, and shall complete all necessary diagnostic tests to ensure such installation of
- the Designated Platform is complete and successful.
3. **SERVICES.**
  - 3.1. **Cloud Services.** During the Cloud Services term set forth in an Order Form, WellSky shall provide Customer (a) a non-exclusive, non-assignable, limited right to access and use the Cloud Services during the Term, solely for Customer's internal business operations and subject to the terms of this Agreement and Order Form, and; (b) Cloud Services support as set forth in Exhibit B or in the applicable Order Form. Exhibit B does not apply to Licensed Software. Customer shall not have any physical access to the Cloud Services hardware.
  - 3.2. **Support Services.** For Licensed Software, WellSky shall provide the Support Services as set forth in Exhibit C or in the applicable Order Form. Exhibit C does not apply to the Cloud Services. WellSky is not obligated to provide Support services for Licensed Software that is not the most current or next to most current release.
  - 3.3. **Professional Services.** Unless otherwise set forth in an Order Form, Professional Services shall be performed on a time and materials basis at WellSky's standard rates.
  - 3.4. **Customer Responsibilities.** Customer shall:
    - (a) approve access for all Permitted Users to the Cloud Services and shall prevent unauthorized access and use of the Cloud Services. Customer shall not, and shall ensure that its Permitted Users do not: (i) sell, resell, lease, lend or otherwise make available the Cloud Services to a third-party; (ii) modify, adapt, translate, or make derivative works of the Cloud Services; or (iii) sublicense or operate the Cloud Services for timesharing, outsourcing, or service bureau operations, and;
    - (b) provide network connectivity between

Customer's local environment and the Cloud Services for the implementation and execution of the Cloud Services as provided in the Documentation; (c) maintain bandwidth of sufficient capacity for the operation of the Cloud Services; (d) have sole responsibility for installation, testing, and operations of Customer facilities, telecommunications and internet services, equipment, and software upon Customer's premises necessary for Customer's use of the Cloud Services, and; (e) pay all third-party access fees incurred by Customer to access and use the Cloud Services.

- 3.5. Suspension of Services. If (a) there is a threat to the security of WellSky's systems or the Services, or (b) Customer's undisputed invoices are sixty (60) days or more overdue, in addition to any other rights and remedies (including termination), WellSky may suspend the Services without liability until all issues are resolved.

4. **SUBLICENSED SOFTWARE AND HARDWARE.** Subject to the terms and conditions of this Agreement and any Order Form, WellSky shall grant the licenses to Sublicensed Software as set forth in an Order Form. Customer agrees to purchase any Hardware set forth in an Order Form.

5. **PROPRIETARY RIGHTS.**

- 5.1. Ownership. WellSky or its licensor retains all right, title, and interest, in the Licensed Software, Sublicensed Software, Test Scripts, Documentation, Services, and Work Product. WellSky shall grant to Customer a non-exclusive, non-transferable license to use Work Product only for Customer's own internal purposes in connection with the Licensed Software and Services.

- 5.2. Restricted Rights. The Licensed Software is commercial computer software programs developed exclusively at private expense. Use, duplication, and disclosure by civilian agencies of the U.S. Government shall be in accordance with FAR 52.227-19 (b). Use, duplication and disclosure by DOD agencies are subject solely to the terms of this Agreement, a standard software license agreement as stated in DFARS 227.7202.

6. **PAYMENTS BY CUSTOMER.**

- 6.1. Payment. Customer shall pay all fees for the Licensed Software, System, Services, and Hardware. All invoices shall be paid net thirty (30) days following the date of the invoice. Invoices that are more than ten (10) days past due shall be subject to a finance charge at a rate of interest the lesser of one-and-a-half percent (1.5%) per month or the maximum permissible legal rate. Customer shall also be liable for any attorney and collection fees arising from WellSky's efforts to collect any unpaid balance of Customer.

- 6.2. Scope of Use. The Licensed Software, Sublicensed Software, and Cloud Services are priced based on certain metrics (e.g. Sites, Deliverables, Patient/Client Census, and/or Permitted Users) as set forth in an Order Form. Customer may only expand its use of the Licensed Software, Sublicensed Software, and/or Cloud Services upon payment of the applicable additional license, support, and service fees at WellSky's then-current rates. Any such fees for additional scope of use will be immediately due and payable.

- 6.3. Increases. All recurring fees may be increased by WellSky once annually commencing one (1) year following the Effective Date of the applicable Order Form at a rate not to exceed five percent (5%). Subscription Software and Services fees may further be increased upon prior written notice to Customer in the event WellSky's third-party suppliers increase such fees. The preceding limitation shall not apply to any increase in fees attributable to Customer's acquisition of additional Licensed Software or Services.

- 6.4. Expenses. Customer shall reimburse WellSky for all reasonable Customer-related travel, lodging, and out-of-pocket expenses.

- 6.5. Shipping Fees, Taxes. Customer shall pay all shipping charges, as well as any taxes, fees or costs imposed by any governmental body arising as a result of this Agreement. WellSky shall be responsible for taxes on its net income.

- 6.6. Audit. WellSky reserves the right to audit Customer's use of the System and Cloud Services (remotely or on site) at a mutually agreeable time. If Customer's use is greater than contracted, Customer shall be invoiced for

any unlicensed use (and related support), and the unpaid license and support fees shall be payable in accordance with this Agreement. If any increase in fees is required, Customer shall also pay the expenses associated with the audit.

**7. LIMITED WARRANTIES AND COVENANTS.**

7.1. Licensed Software Warranty. WellSky warrants that the Licensed Software shall, without material error, perform the functions set forth in the Documentation when operated on the Designated Platform in accordance with this Agreement and the Order Form during the Warranty Period.

7.2. Services Warranty. WellSky warrants that (a) when operated in accordance with the Documentation the Cloud Services shall, without material error, perform the functions as set forth in the Documentation, and/or (b) it shall perform the Professional and Support Services in a professional manner in accordance with the applicable Documentation.

7.3. Remedy. Customer's sole and exclusive remedy for any breach of the warranties set forth herein or in an Order Form shall be to notify WellSky of the applicable non-conformity, in which case WellSky shall use commercially reasonable efforts to correct such non-conformity by redelivering the Licensed Software, repairing the Cloud Services, and/or reperforming the Professional/Support Services. Notwithstanding the foregoing, WellSky shall not be responsible for any non-conformity which arises as a result of (a) any act or omission of Customer, including a failure to use the System or Cloud Services in conformance with the Documentation or Applicable Law; (b) any person (other than WellSky) making modifications to the Designated Platform in any way without WellSky's prior written consent; or (c) any failure of any component of Hardware, Sublicensed Software, or any Customer-supplied software, equipment, or other third-party materials.

7.4. Disclaimer. EXCEPT AS EXPRESSLY PROVIDED HEREIN OR IN AN ORDER FORM, WELLSKY DISCLAIMS ALL WARRANTIES, ORAL, WRITTEN,

EXPRESS, IMPLIED, OR STATUTORY; INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND MERCHANT-ABILITY, AND ANY WARRANTY OF NON-INFRINGEMENT, OR ANY WARRANTIES ARISING FROM TRADE PRACTICE, COURSE OF PERFORMANCE, OR COURSE OF DEALING. WELLSKY DOES NOT WARRANT THAT THE SERVICES SHALL BE ERROR-FREE OR UNINTERRUPTED, OR THAT ALL DEFECTS SHALL BE CORRECTED, OR THAT THE LICENSED SOFTWARE OR SERVICES SHALL MEET CUSTOMER'S REQUIREMENTS. CUSTOMER AGREES THAT THE MANUFACTURERS OR LICENSORS OF HARDWARE AND SUBLICENSSED SOFTWARE MAY PROVIDE CERTAIN WARRANTIES AND OTHER TERMS AND CONDITIONS WITH RESPECT TO THE HARDWARE AND SUBLICENSSED SOFTWARE SUPPLIED TO CUSTOMER UNDER THIS AGREEMENT. WELLSKY MAKES NO REPRESENTATIONS OR WARRANTIES CONCERNING THE HARDWARE OR SUBLICENSSED SOFTWARE.

7.5. Customer Warranty. Customer warrants that Customer (a) has the power and authority to enter into this Agreement and bind each Permitted User to the confidentiality and use restrictions set forth herein; and (b) shall use its best efforts to protect the security of the Licensed Software and Cloud Services.

8. **LIMITATION OF LIABILITY.** WELLSKY'S MAXIMUM LIABILITY FOR DAMAGES TO CUSTOMER FOR ANY CAUSE WHATSOEVER ARISING UNDER OR RELATED TO THIS AGREEMENT, IS LIMITED TO THE FEES PAID UNDER THE ORDER FORM FOR THE AFFECTED SOFTWARE OR SERVICES DURING THE TWELVE (12) MONTHS PRECEDING THE EVENT GIVING RISE TO A CLAIM. NEITHER WELLSKY NOR ITS LICENSORS SHALL BE LIABLE FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, PUNITIVE DAMAGES, OR LOST PROFITS BASED UPON BREACH OF WARRANTY, BREACH OF CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER

LEGAL THEORY, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR FOR ANY CLAIM BY A THIRD-PARTY AGAINST CUSTOMER. WellSky shall not be deemed to be engaged, directly or indirectly, in the practice of medicine or the dispensing of medical services, nor shall it be responsible or liable for the use, application, or interpretation of any information, results, or product generated by or resulting from the Licensed Software or Services, or arising from the Customer's use of the Licensed Software or Services.

## 9. INDEMNIFICATION.

- 9.1. WellSky Indemnity. WellSky shall defend, indemnify, and hold Customer and its officers, directors, and employees harmless from and against any third-party claims, suits, liabilities, obligations, judgments, and causes of action ("Third-Party Claims") and associated costs and expenses (including reasonable attorneys' fees) to the extent arising out of any claim that the Licensed Software or Cloud Services infringes any currently existing United States patent or copyright, or misappropriates any trade secret, of any third-party. If Customer's use of the Licensed Software or Cloud Services is finally enjoined, WellSky shall, at its sole option and expense, and as Customer's sole and exclusive remedy, either: (a) secure for Customer the right to continue to use the Licensed Software or Cloud Services; (b) replace, modify or correct such Licensed Software or Cloud Services to avoid such infringement, or (c) terminate the Agreement and refund to Customer, as applicable, a pro rata portion of the perpetual Licensed Software license fees amortized over a five (5) year straight line depreciated basis and/or any prepaid amounts for subscription Licensed Software and/or Cloud Services not yet performed. WellSky's indemnification obligations shall not apply if the Third-Party Claim results from: (i) modifications of the Licensed Software or Cloud Services by Customer or third parties; (ii) use of the Licensed Software or Cloud Services with non-WellSky software or equipment; (iii) use of the Licensed Software or Cloud Services in violation of this Agreement, Applicable Law, or not in conformance with the Documentation; or (iv) use of anything other than the most current release of the Licensed

Software, if the infringement could be avoided by use of the current release.

- 9.2. Customer Indemnity. Customer shall defend, indemnify, and hold WellSky and its officers, directors, and employees harmless from and against any Third-Party Claim and associated costs and expenses (including reasonable attorneys' fees) to the extent arising out of or resulting from Customer's use of the Licensed Software, Test Scripts, and Cloud Services, or any claim by any party receiving services from Customer in connection with the Licensed Software or Cloud Services.

- 9.3. Indemnification Procedures. To be indemnified, the party seeking indemnification must: (a) give the other party timely written notice of such Third-Party Claim (unless the other party already has notice); provided, however, that failure to give such notice will not waive any rights of the indemnified party except to the extent that the rights of the indemnifying party are prejudiced thereby, and; (b) give the indemnifying party authority, information, and assistance for the Third-Party Claim's defense and settlement. The indemnifying party has the right, at its option, to defend the Third-Party Claim at its own expense and with its own counsel. The indemnified party has the right, at its option, to join in the defense and settlement of such Third-Party Claim and to employ counsel at its own expense, but the indemnifying party shall retain control of the defense. The indemnifying party has the right to settle the claim so long as the settlement does not require the indemnified party to pay any money or admit any fault without the indemnified party's prior written consent, which will not be unreasonably withheld, conditioned, or delayed.

## 10. TERM AND TERMINATION OF LICENSE AND AGREEMENT.

- 10.1. Term. If applicable, the term of the license to the Licensed Software and/or the right to access the Cloud Services is set forth in an Order Form. This Agreement remains in effect until all Licensed Software and Services expire or are terminated in accordance with this Agreement.
- 10.2. Termination. This Agreement shall terminate when the license to all Licensed Software licensed under this Agreement terminates, all

Services expire or are terminated, or sooner as provided in this Section 10. Either Party may terminate this Agreement and the licenses and/or right to access granted herein if: (a) the other Party materially breaches this Agreement and fails to cure such breach within sixty (60) days after receipt of written notice of the same, except in the case of failure to pay fees when due, which must be cured within ten (10) days after receipt of written notice from WellSky; or (b) the other Party becomes the subject of a voluntary proceeding relating to insolvency, receivership, liquidation, bankruptcy, or composition for the benefit of creditors and such petition or proceeding is not dismissed within sixty (60) days of filing. Failure to use the Licensed Software and Updates thereto in accordance with Applicable Law is a material breach of this Agreement.

10.3. **Effect of Termination.** Upon termination of this Agreement, Customer shall immediately cease all use of the Licensed Software, Sublicensed Software, and/or Cloud Services, and the licenses granted and all other rights of Customer under this Agreement shall terminate and revert to WellSky. Customer shall, within ten (10) days following such termination, destroy or return to WellSky all magnetic media or tangible items and material containing the Licensed Software and its Documentation, and all WellSky Confidential Information, and certify such return or destruction in writing to WellSky.

10.4. **Survival.** The following sections shall survive termination or expiration of this Agreement: Sections 8, 9, 10, 11, 12, and 13; Sections 7.3 through 7.5, as well as any obligation to pay fees arising prior to termination or expiration. In addition, restrictions on use of the Licensed Software and related obligations regarding use in conformance with laws and applicable accreditation standards shall survive as long as the license survives.

11. **CONFIDENTIAL INFORMATION.** Each Party shall (a) secure and protect the Confidential Information using the same degree or greater level of care that it uses to protect such Party's own confidential information, but no less than a reasonable degree of care; (b) use the Confidential Information of the other Party solely to perform its obligations or exercise its rights under this Agreement; (c) require their

respective employees, agents, attorneys, and independent contractors who have a need to access such Confidential Information to be bound by confidentiality obligations sufficient to protect the Confidential Information; and (d) not transfer, display, convey, or otherwise disclose or make available all or any part of such Confidential Information to any third-party. Either Party may disclose the other Party's Confidential Information to the extent required by Applicable Law or regulation, including without limitation any applicable Freedom of Information or sunshine law, or by order of a court or other governmental entity, in which case the disclosing Party shall notify the other Party as soon as practical prior to such disclosure and an opportunity to respond or object to the disclosure.

## 12. **REGULATORY COMPLIANCE.**

12.1. **General.** WellSky shall make available to the Secretary of Health & Human Services or Comptroller General of the United States its books, documents, and records necessary to verify the nature and extent of the costs of those Services. Said access shall be limited to a period of four (4) years after the provision of the applicable services hereunder.

12.2. **HIPAA.** The parties agree to the terms of the Business Associate Exhibit that is attached hereto as Exhibit D.

## 13. **GENERAL PROVISIONS.**

13.1. **Force Majeure.** Neither Party shall be liable for any loss, damages, or penalty (other than the obligation to pay money) resulting from any failure to perform due to causes beyond the reasonable control of such Party, including, but not limited to: supplier delay, acts of God, labor disputes, terrorism, war, unavailability of components, acts of governmental authorities or judicial action, compliance with laws, or material interruption in telecommunications or utility service. The delayed party shall perform its obligations within a reasonable time after the cause for the failure has been remedied, and the other party shall accept the delayed performance.

13.2. **Data Use.** Notwithstanding any other terms to the contrary in a prior or contemporaneous agreement, Customer grants WellSky permission to use data from Customer to help

WellSky to provide the Licensed Software and/or Services to Customer and to enhance the Licensed Software and/or Services it provides. Customer grants WellSky permission to combine Customer's data, and more specifically, a Limited Data Set as defined in 45 CFR § 164.514(e)(1), if any, with other data in a way that does not identify (a) Customer or (b) any individual. Customer also grants WellSky permission to use this combined Limited Data Set information to create new predictive algorithms and other similar products and services.

- 13.3. Injunctive Relief. Customer acknowledges that any breach by Customer of Section 2, 3.4, or 11 of this Agreement shall cause WellSky irreparable harm not compensable with money damages, and that in the event of such breach, WellSky shall be entitled to seek injunctive relief, without bond, from any court of competent jurisdiction.
- 13.4. Assignment. Neither Party shall assign its rights, duties or obligations under this Agreement without the prior written consent of the other Party and such consent shall not be unreasonably withheld. Notwithstanding the foregoing, WellSky may assign this Agreement to an affiliate or in connection with any merger, reorganization or sale of substantially all of WellSky's assets or other change of control transaction without any consent from Customer.
- 13.5. Relationship of the Parties. WellSky is an independent contractor, and none of WellSky's employees or agents shall be deemed employees or agents of Customer. Nothing in this Agreement is intended or shall be construed to create or establish any agency, partnership, or joint venture relationship between the Parties.
- 13.6. Export. Customer agrees to comply with all export and re-export restrictions and regulations of the Department of Commerce or other United States agency or authority, and not to transfer, or authorize the transfer of, the Licensed Software or the Sublicensed Software to a prohibited country or otherwise in violation of any such restrictions or regulations.
- 13.7. Notices. All notices, requests, demands or other communication required or permitted to

be given by one Party to the other under this Agreement shall be sufficient if sent by certified mail, return receipt requested. The sender shall address all notices, requests, demands or other communication to the recipient's address as set forth on the first page of this Agreement, and in the case of WellSky, to the attention of President and General Counsel and in the case of Customer, to the attention of \_\_\_\_\_ of

- 13.8. Severability. If any provision of this Agreement or any Order Form adopted in connection herewith is held invalid or otherwise unenforceable, the enforceability of the remaining provisions shall not be impaired thereby and the illegal provision shall be replaced with a legal provision that encapsulates the original intent of the Parties.
- 13.9. Entire Agreement; Amendment; Waiver. This Agreement constitutes the entire agreement between the Parties and supersedes any prior or contemporaneous agreement or understandings with respect to the subject matter of this Agreement. In the event of a conflict between this Agreement and an Order Form, the Agreement shall control. This Agreement shall be construed as if both Parties had equal say in its drafting, and thus shall not be construed against the drafter. This Agreement may be modified only by a written agreement signed by all of the Parties hereto. No waiver or consent granted for one matter or incident will be a waiver or consent for any different or subsequent matter or incident. Waivers and consents must be in writing and signed by an officer of the other Party to be effective.
- 13.10. Limitation on Actions. Neither party may bring any action arising out of or otherwise associated with this Agreement or the rights granted hereunder (other than failures to pay) more than two years after the cause of action accrues.
- 13.11. Discounts. Customer is reminded that if the purchase includes a discount or loan, Customer may be required to fully and accurately report such discount or loan on cost reports or other applicable claims for payment submitted under any federal health care program, including but not limited to Medicare and Medicaid, as



required by federal law – see 42 CFR 1001.952 (h).

13.12. Purchase Orders; Acceptance of Quotes; Access. If Customer submits its own terms which add to, vary from, or conflict with the terms herein in Customer's acceptance of a price quotation or in a purchase order, or to WellSky's employees, agents, and/or contractors in the course of WellSky providing the Licensed Software and/or Services, any such terms are of no force and effect and are superseded by this Agreement.

13.13. Governing Law. This Agreement will be governed by, construed, and interpreted in accordance with the laws of the State of Kansas, excluding its rules of conflicts of law. Both parties hereby consent and submit to the courts located solely in the state of Kansas.

13.14. Non-Solicitation. During the term of this Agreement and for a period of one (1) year thereafter, Customer agrees not to hire, directly or indirectly, any employee or former employee of WellSky, without obtaining WellSky's prior written consent.

13.15. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original, and such counterparts together shall constitute one and the same instrument. Execution may be effected by delivery of email or facsimile of signature pages, which shall be deemed originals in all respects.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first above written.

**COUNTY OF WINNEBAGO D/B/A  
RIVER BLUFF NURSING HOME:**

\_\_\_\_\_  
(SIGNATURE)

\_\_\_\_\_  
(PRINT NAME)

\_\_\_\_\_  
(TITLE)

\_\_\_\_\_  
(DATE)

**WELLSKY CORPORATION:**

\_\_\_\_\_  
Bryce Turnbull  
General Manager

\_\_\_\_\_  
(DATE)

## **EXHIBIT A**

- a. **"Affiliate"** means with respect to WellSky, any other entity directly or indirectly, through one or more intermediaries, Controlling, Controlled by, or under common Control with such entity.
- b. **"Applicable Law"** means any law or regulation, or related administrative agency requirement affecting or governing the features, functionality, use, testing or Validation of any of the Licensed Software, including validation requirements affecting Regulated Licensed Software.
- c. **"Cloud Services"** means, collectively, the WellSky software as a service offering listed in an Order Form and defined in the Documentation, including (i) the WellSky hosted software and any upgrades, enhancements, or new releases thereto, (ii) hardware and other equipment at WellSky's hosting site, and (iii) use of the telephone support for Customer in the operation of the Cloud Services. The term "Cloud Services" does not include Professional Services.
- d. **"Concurrent User"** means each Customer workstation able to simultaneously access the System at any given moment, for purposes of updating the System.
- e. **"Confidential Information"** means (i) the source and object code of all components of the System, (ii) the Documentation, (iii) the Test Scripts, (iv) the design and architecture of the database, (v) the terms and conditions of this Agreement, and (vi) all other information of a confidential or proprietary nature disclosed by one Party to the other Party in connection with this Agreement which is either (x) disclosed in writing and clearly marked as confidential at the time of disclosure or (y) disclosed orally and clearly designated as confidential in a written communication to the receiving Party within 7 days following the disclosure. "Confidential Information" shall not include information (a) publicly available through no breach of this Agreement, (b) independently developed or previously known to it, without restriction, prior to disclosure by the disclosing Party, (c) rightfully acquired from a third-party not under an obligation of confidentiality.
- f. **"Control"** over an Affiliate means (a) ownership of at least fifty percent (50%) of such Affiliate, or (b) the right to determine management direction of such Affiliate.
- g. **"Designated Platform"** means the required operating environment for the Licensed Software, including all necessary hardware and software components, specified in an applicable Order Form or Documentation.
- h. **"Documentation"** means the most recent documentation of the functional operation of the Licensed Software and Cloud Services; provided that if the Licensed Software is a product that is cleared by the FDA, Documentation means the documentation provided to the FDA in connection with the FDA Clearance.
- i. **"FDA Clearance"** means the 510(k) clearance received by WellSky from the Food and Drug Administration that authorizes the commercialization of the Regulated Licensed Software and sets forth the specific parameters of use for the Regulated Licensed Software on the Designated Platform.
- j. **"First Productive Use"** means the day Customer begins using any part of the System or Cloud Services in a live production environment.
- k. **"Hardware"** means any computer hardware (including, as applicable, embedded or bundled third-party software provided as a component of such hardware) identified in an Order Form to be purchased by Customer from WellSky.
- l. **"Licensed Software"** means the object code version of computer programs developed by WellSky listed in Section I of an Order Form, including Updates furnished to Customer by WellSky pursuant to this Agreement or any Order Form, but excluding all Sublicensed Software or third-party software.

- m. **"Order Form"** means a work authorization executed by the Parties from time to time, including the Order Forms(s) attached hereto setting forth the items being purchased by the Customer, scope of use, pricing, payment terms and any other relevant terms, which will be a part of and be governed by the terms and conditions of this Agreement.
- n. **"Patient/Client Census"** means the number of patients or clients that Customer is treating, calculated as described in the applicable Order Form.
- o. **"Permitted User"** means an authorized user of the Licensed Software, Sublicensed Software, and/or Cloud Services as described in the applicable Order Form.
- p. **"Professional Services"** means, collectively, the implementation, installation, data conversion, validation, or training services provided by WellSky under or in connection with this Agreement.
- q. **"Program Error"** means an error or bug preventing the Licensed Software from operating in accordance with the Documentation in all material respects.
- r. **"Regulated Licensed Software"** means Licensed Software that is subject to the 510(k) clearance requirements as promulgated by the United States Food and Drug Administration.
- s. **"Services"** means the Cloud Services, Professional Services and the Support Services set forth in an Order Form.
- t. **"Site"** means each of the Customer facility or facilities specified in an Order Form and for whom Customer (a) owns at least 50%, or (b) has the right to determine management direction.
- u. **"Support Services"** shall mean the services to keep the Licensed Software in working order and to sustain useful life of the Licensed Software, including Updates and specified in an Order Form.
- v. **"Sublicensed Software"** shall mean those programs provided to WellSky by a third-party, which WellSky sublicenses to Customer hereunder, for use with the Licensed Software, and any Updates thereto, provided to Customer by WellSky under the terms of this Agreement.
- w. **"System"** shall mean the Licensed Software (all or less than all of the Licensed Software) and Sublicensed Software, if any, and any Updates thereto.
- x. **"Test Scripts"** means WellSky's test scripts designed by WellSky to assist in Customer's Validation of certain Regulated Licensed Software.
- y. **"Update"** means any error corrections, bug fixes, enhancements, and/or new features to the Licensed Software or Test Scripts that WellSky makes generally commercially available to its customers who have a current Maintenance and Support Agreement. Updates do not include modules, scripts, or software that WellSky prices or markets separately.
- z. **"Upgrade"** means the provision of any error corrections, bug fixes, enhancements, and/or new features to the Cloud Services that WellSky makes generally commercially available to its customers who have current Cloud Services subscriptions. Upgrades do not include modules or features that WellSky prices and markets separately.
- aa. **"Validation"** means the procedure performed by Customer to validate the Licensed Software pursuant to certain rules and regulations promulgated by the Food and Drug Administration.
- bb. **"Warranty Period"** means either the period set forth in an Order Form, or if not specified, twelve months from the execution of the applicable Order Form.

- cc. **“Work Product”** means any technology, documentation, software, procedures developed, conceived or introduced by WellSky in the course of WellSky performing Services, whether acting alone or in conjunction with Customer or its employees, Permitted Users, affiliates or others, designs, inventions, methodologies, techniques, discoveries, know-how, show-how and works of authorship, and all United States and foreign patents issued or issuable thereon, all copyrights and other rights in works of authorship, collections and arrangements of data, mask work rights, trade secrets on a world-wide basis, trademarks, trade names, and other forms of corporate or product identification, and any division, continuation, modification, enhancement, derivative work or license of any of the foregoing.

**EXHIBIT B**  
**WELLSKY CLOUD SERVICES SUPPORT TERMS**

This Exhibit B sets forth certain WellSky Cloud Services support requirements. From time-to-time, these obligations may change upon notice by WellSky to Customer. This Exhibit B only applies to Cloud Services. This Exhibit does not apply to Licensed Software.

1. DEFINITIONS.

- 1.1. **“Access Protocols”** means industry standard internet access protocols through which WellSky makes the Cloud Services accessible to the Customer which includes, unless otherwise specified by the product or service contract for, HTTPS and FTPS.
- 1.2. **“Core System Functionality”** means functionality that does require real time availability for effective use of Cloud Services. Core system functionality includes all features required to commence a user session and performs end user operations, including create, read, update and delete operations “Scheduled Downtime” means the total amount of time.
- 1.3. **“Non-Core System Functionality”** means functionality that does *not* require real time availability for effective use of the Cloud Services. This explicitly includes, but is not limited to, reporting and background batch processing.
- 1.4. **“Scheduled Downtime”** means the time which the Core System Functionality is unavailable for access to Customer’s active Permitted Users according to the Access Protocols, due to scheduled system maintenance performed by or on behalf of WellSky.
- 1.5. **“Unscheduled Downtime”** means the time during which the Core System Functionality is unavailable for access by Customer’s Permitted Users according to the Access Protocols, other than for Scheduled Downtime and the exceptions otherwise stated in the Agreement. Unscheduled Downtime will not include, without limitation, any downtime arising from: (i) Customer’s breach of any provision of the Agreement; (ii) non-compliance by Customer with any provision of the Agreement; (iii) incompatibility of Customer’s equipment or software with the Cloud Services; (iv) poor or inadequate performance of Customer’s systems; (v) Customer’s equipment failures; (vi) acts or omissions of Customer or its Permitted Users, contractors or suppliers; (vii) telecommunication or transportation difficulties; (viii) Customer’s network and internet service provider, (ix) public internet, (x) security exposure, or (xi) force majeure (as described in the Agreement).

2. TERM.

UNLESS OTHERWISE SET FORTH IN AN ORDER FORM, SUPPORT FOR THE CLOUD SERVICES ARE AVAILABLE AS OF THE EFFECTIVE DATE OF THE APPLICABLE ORDER FORM(S) AND SHALL CONTINUE UNTIL TERMINATION OF THE APPLICABLE CLOUD SERVICES AS PERMITTED IN THE AGREEMENT AND/OR THE APPLICABLE ORDER FORM.

3. TELEPHONE SUPPORT.

WellSky shall provide telephone and portal issue support to assist Customer with the use of the Cloud Services and to assist with issue resolution during the term of this Agreement. The portal support will be available 24 hours a day and telephone support will be available during the hours posted by WellSky.

4. AVAILABILITY.

After First Productive Use and during the Term, WellSky shall use commercially reasonable efforts to provide the Cloud Services via the Internet twenty-four (24) hours a day, seven (7) days a week, in accordance with the terms of the Agreement.

Periodically, WellSky will require Scheduled Downtime. Scheduled Downtime will normally be scheduled outside of normal business hours, with twenty-four (24) hours' notice, or in the event of a more urgent need WellSky may give less notice to resolve an immediate security need. It is anticipated that there will be weekly scheduled downtime for system maintenance, WellSky will post the standard downtime publicly for all WellSky customers.

Customer acknowledges and agrees that, from time to time, the Cloud Services may be inaccessible or inoperable for the following reasons: (i) equipment malfunctions; (ii) periodic maintenance; or (iii) catastrophic events beyond the control of WellSky or that are not reasonably foreseeable by WellSky, including interruption or failure of telecommunication or digital communication links or hostile network attacks. Customer shall report any Unscheduled Downtime by calling WellSky customer support with the provided support number within one (1) day of its occurrence.

#### 5. UPGRADES.

During the Term of the Cloud Services, WellSky may make Upgrades available to Customer pursuant to WellSky's standard release cycle. WellSky reserves the right to determine the content and availability of all Cloud Services, including without limitation, Upgrades. Any enhancements or additions made to an interface as requested by Customer are not part of this Exhibit B and may increase the monthly charge by an amount which reflects the extent of the change. Documentation updates shall generally be distributed to Customer with each Upgrade.

#### 6. INTERNET CONNECTION DEPENDENCE.

The performance and availability of the Cloud Services are directly dependent upon the quality of Customer's Internet connection. WellSky will aid the Customer in determining the quality of their Internet connection via the use of tools designed to measure throughput. This information may then be used to make an informed decision by Customer regarding Internet Service Provider ("ISP") selection. Failure of the Customer's Internet connection to maintain satisfactory throughput and latency is outside the scope of WellSky's responsibility, and should be addressed by Customer directly with the ISP. WellSky cannot be held responsible for Internet infrastructure failures.

**EXHIBIT C**  
**LICENSED SOFTWARE SUPPORT TERMS**

This Exhibit C sets forth certain WellSky Licensed Software support terms. From time-to-time, these obligations may change upon notice by WellSky to Customer. This Exhibit C only applies to Licensed Software. This Exhibit does not apply to Cloud Services.

1. TERM.

UNLESS OTHERWISE SET FORTH IN AN ORDER FORM, SUPPORT SERVICES ARE EFFECTIVE FOR AN INITIAL TERM OF **THREE (3) YEARS** BEGINNING ON THE EFFECTIVE DATE OF THE ORDER FORM (THE "SUPPORT EFFECTIVE DATE") AND SHALL AUTOMATICALLY RENEW FOR CONSECUTIVE ONE (1) YEAR TERMS UNLESS NOTICE OF NON-RENEWAL IS SENT BY ONE PARTY TO THE OTHER PARTY NOT LESS THAN 90 DAYS PRIOR TO THE END OF THE THEN-CURRENT SUPPORT TERM (THE "TERM"). This Exhibit C only applies to the Licensed Software.

2. SERVICE REINSTATEMENT.

In the event Support is allowed to lapse (other than for breach by WellSky) and is later reinstated, Customer shall be required to pay a reinstatement charge of Ten Thousand Dollars (\$10,000), plus back charges for all months that Support lapsed, including appropriate late charges. Customer may be responsible for expenses incurred to inspect Hardware or reload Licensed Software to the current release version after any lapse in Support.

3. SERVICES PROVIDED.

WellSky shall provide standard support services for supporting Customer's live productive use of the Licensed Software set forth on an applicable Order Form on the Designated Platform. For purposes of Support, "standard support services" shall include using commercially reasonable efforts to repair or provide a work around for all reproducible Program Errors. Standard support services shall also include providing Updates. So long as Customer is current in Support fees and Customer complies with the terms and conditions of the Agreement, the Licensed Software shall operate in accordance with the Documentation, in all material respects.

4. TELEPHONE SUPPORT.

- a. Priority Levels. Customer may request, and WellSky shall provide, reasonable technical consultation by telephone 24 hours a day, 365 days a year. WellSky shall maintain a log of technical consultation requests in a tracking system and a unique number shall be assigned to Customer's request. That unique number shall be provided to Customer for reference and communication. WellSky shall assign to technical consultation requests one of three levels of priority:
  - i. Level 1 is the most severe Program Error and represents a situation where all features and functions of the Licensed Software are unavailable and no practical alternate mode of operation is available. WellSky shall use commercially reasonable efforts to answer or return Level 1 calls within four (4) hours.
  - ii. Level 2 indicates a problem in which certain features and functionality are not available and no practical alternate mode of operation is available. Priority 2 requests will be assigned to the next available programmer.
  - iii. Level 3 is the normal next-in-line priority assignment. Priority 3 requests will be worked on in the order in which they are received.
- b. Problem Resolution. WellSky shall provide technical consultation solutions to Level 1, Level 2 and Level 3 issues as quickly as reasonably possible, in light of the problem. If a Level 1 or Level 2 issue requires a change



to the Licensed Software, the change will be sent to Customer as soon as available. If a Level 3 issue requires a change to the software, the change will be provided in a regularly scheduled Update.

- c. Service Location. WellSky shall provide technical consultation from its business premises, except that WellSky, at its own discretion, may dispatch a technical services representative to Customer's facility for all Program Errors that WellSky is unable to correct by providing technical consultation from WellSky's premises.

#### 5. UPDATE.

During the Term of this Exhibit C, WellSky may make Updates available to Customer. WellSky reserves the right to determine the content and availability of all software, including without limitation, Updates. Any enhancements or additions made to an interface as requested by Customer are not part of this Exhibit C and may increase the monthly charge by an amount which reflects the extent of the change. Documentation updates shall generally be distributed to Customer with each Update. All Updates may be loaded only based upon instructions provided by WellSky's customer service personnel. WellSky must be notified, in writing, before the loading of operating system software updates, third-party software updates or installing new hardware to the System. WellSky shall provide assistance by telephone during normal business hours.

#### 6. CUSTOMER PARTICIPATION.

WellSky's obligations are conditioned on Customer fulfilling its obligations hereunder, including, without limitation:

- a. Providing WellSky with all information and assistance necessary to detect, simulate or reproduce and correct any Program Errors.
- b. Providing WellSky access to the System and its related operating environment for the purpose of providing WellSky services;
- c. Causing all equipment and facilities which are used in connection with the operation or security of System and Hardware to be maintained properly and in good operating condition as specified by the applicable manufacturer. All charges for such media and services shall be the sole responsibility of Customer.
- d. Maintaining regular back-ups of data files, application source code (if applicable) and operating system software.
- e. Strict compliance with the terms and conditions of the Agreement, including without limitation, the terms and restrictions on the license grant.

**EXHIBIT D**  
**BUSINESS ASSOCIATE/DATA USE AGREEMENT**

**BACKGROUND**

- A. Covered Entity and WellSky have entered into a certain License Agreement dated \_\_\_\_\_, 2019 (such agreement is the "Agreement"), pursuant to which Covered Entity has licensed software from Business Associate and Business Associate provides implementation, maintenance, support and other services to Covered Entity.
- B. The Agreement permits and provides for Covered Entity to submit data to the Business Associate to conduct data analyses that relate to the Business Associate's Health Services Research, including but not limited to Data Aggregation, quality assessment and improvement activities, including outcomes evaluation and development of clinical guidelines.
- C. Covered Entity possesses Protected Health Information that is protected under the Health Insurance Portability and Accountability Act of 1996 (Public Law 104-191) and the regulations promulgated thereunder by the United States Department of Health and Human Services (collectively, "HIPAA"), and is permitted to use or disclose such Protected Health Information only in accordance with HIPAA and the Regulations.
- D. Business Associate may have access to and may receive Protected Health Information from Covered Entity in connection with its performance of services under the Agreement. The Agreement may from time to time require the Business Associate's receipt, Use, and/or Disclosure of Protected Health Information (PHI) from Covered Entity.
- E. The provisions of this BAA are intended in their totality to implement the HIPAA regulations as they concern Business Associate Agreements and 45 CFR § 164.514(e) as it concerns Data Use Agreements. The provisions of the Agreement will remain in full force and effect and are amended by this BAA only to the extent necessary to effectuate the provisions set forth herein.

**TERMS**

- 1. **Definitions.** All capitalized terms used but not otherwise defined in this BAA shall have the same meaning as those terms in the Regulations.
  - a. Activities shall mean those Research activities that may be conducted by Business Associate as a Recipient using a Limited Data Set pursuant to Section 6.
  - b. Business Associate shall mean WellSky Corporation.
  - c. Covered Entity shall mean Customer.
  - d. Individual shall have the same meaning as the term "individual" in 45 CFR § 160.103 of the Regulations and shall include a person who qualifies as a personal representative in accordance with 45 CFR § 164.502(g) of the Regulations.
  - e. Limited Data Set shall have the same meaning as the term "limited data set" in 45 CFR § 164.514(e).
  - f. Regulations shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, Subparts A and E, Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 160 and Part 164, Subparts A and C; 45 CFR § 164.314, and the Health Information Technology for Economic and Clinical Health Act (HITECH), as it directly applies, as in effect on the date of this BAA.
  - g. Protected Health Information shall have the same meaning as the term "protected health information" in 45 CFR § 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.
  - h. Recipient shall mean the recipient of a Limited Data Set created pursuant to Section 3(e) of this BAA.
  - i. Required by Law shall have the same meaning as the term "required by law" in 45 CFR § 164.103 of the Regulations.
  - j. Research shall have the same meaning as the term "research" in 45 CFR § 164.501.
  - k. Secretary shall mean the Secretary of the Department of Health and Human Services or his/her designee.

## **2. Obligations and Activities of Business Associate.**

- a. Business Associate agrees to comply with the requirements of the Privacy and Security Rules directly applicable to Business Associates through the HITECH Act.
- b. Business Associate agrees to not use or disclose Protected Health Information other than as permitted or required by this BAA, the Privacy and Security Rules, the Agreement, or as required by law. Such disclosures shall be consistent with the "minimum necessary" requirements of the Regulations.
- c. Business Associate agrees to use reasonable and appropriate safeguards to protect against the use or disclosure of the Protected Health Information other than as provided for by this BAA or the Agreement.
- d. Business Associate agrees to mitigate, to the extent reasonably practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this BAA.
- e. Business Associate agrees to report to Covered Entity any use or disclosure of the Protected Health Information not provided for by the BAA of which it becomes aware.
- f. Business Associate shall notify Covered Entity of a breach of the Privacy Rule relating to the impermissible use or disclosure of Protected Health Information provided to the Business Associate for purposes of carrying out its obligations under the Agreement. Unless otherwise required by law or agreed to by the parties, it shall be the responsibility of Covered Entity to communicate with affected individual(s), the Secretary and the media information regarding the unintended use or disclosure.
- g. Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity agrees to the same or similar restrictions and conditions that apply through this BAA to Business Associate with respect to such information.
- h. If Business Associate maintains Protected Health Information in a Designated Record Set for Covered Entity, Business Associate agrees to provide access, at the request of Covered Entity, and in the time and manner mutually agreed upon by the parties, to Protected Health Information in a Designated Record Set, to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 CFR § 164.524 of the Regulations. In the event a request for access is delivered directly to Business Associate by an Individual, Business Associate shall as soon as possible, forward the request to Covered Entity.
- i. If Business Associate maintains Protected Health Information in a Designated Record Set for Covered Entity, Business Associate agrees to make any amendment(s) to Protected Health Information in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 CFR § 164.526 of the Regulations at the request of Covered Entity or an Individual, and in the time and manner mutually agreed upon by the parties. In the event a request for amendment is delivered directly to Business Associate by an Individual, Business Associate shall as soon as possible, forward the request to Covered Entity.
- j. Business Associate agrees to make internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity available to the Secretary, in a time and manner reasonably designated by Secretary, for purposes of the Secretary determining Covered Entity's compliance with the Regulations.
- k. Business Associate agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR § 164.528 of the Regulations.
- l. Business Associate agrees to provide to Covered Entity or an Individual, in time and manner mutually agreed, information collected in accordance with Section 2(k) of this BAA, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR § 164.528 of the Regulations. In the event a request for accounting is delivered directly to Business Associate by an Individual, Business Associate shall as soon as possible, forward the request to Covered Entity.
- m. Notwithstanding anything to the contrary in the Agreement, any reporting or notification obligations of Business Associate pursuant to this BAA shall be provided to [Covered Entity's compliance contact's email address] and shall satisfy any such reporting or notification requirements under this BAA.

## **3. Permitted Uses and Disclosures by Business Associate.**

- a. Except as otherwise limited in this BAA, Business Associate may use or disclose Protected Health Information to perform functions, activities or services for, or on behalf of, Covered Entity in connection with the BAA and any other agreements in effect between Covered Entity and Business Associate, including without limitation the

provision of software implementation and support services, provided that such use or disclosure would not violate the Regulations if done by Covered Entity.

- b. Except as otherwise expressly limited in this BAA, Business Associate may use Protected Health Information for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate.
- c. Except as otherwise expressly limited in this BAA, Business Associate may disclose Protected Health Information for disclosures that are Required By Law, or if Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.
- d. Except as otherwise expressly limited in this BAA, Business Associate may use Protected Health Information to provide Data Aggregation services to Covered Entity as permitted by 45 CFR § 164.504(e)(2)(i)(B).
- e. Business Associate may (i) de-identify any PHI, provided such de-identification conforms to the requirements of 45 CFR § 164.514(b), including without limitation any documentation requirements. Business Associate may Use or Disclose such de-identified information as its discretion, as such de-identified information does not constitute PHI and is not subject to the terms of this BAA; provided that such Use or Disclosure is consistent with the underlying Agreement and applicable law, and/or (ii) use PHI to create a Limited Data Set that meets the Limited Data Set requirements of 45 CFR § 164.514(e)(2), and may Use or Disclose such Limited Data Set for the purposes, and subject to the restrictions, set forth in Section 6; provided, however, that Business Associate shall, as soon as reasonably practical, destroy any direct identifiers not otherwise used for permitted purposes under this BAA.
- f. Business Associate may use Protected Health Information to report violations of law to appropriate Federal and State authorities, consistent with 45 CFR § 164.502(j)(1).

**4. Obligations of Covered Entity.**

- a. Covered Entity shall notify Business Associate of any limitation(s) in the notice of privacy practices of Covered Entity under 45 CFR § 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of protected health information.
- b. Covered Entity shall notify Business Associate of any changes in or revocation of, the permission by an individual to use or disclose his or her protected health information, to the extent that such changes may affect the Business Associate's use or disclosure of protected health information.
- c. Covered Entity shall notify Business Associate of any restriction on the use or disclosure of protected health information that Covered Entity has agreed to or is required to abide by under 45 CFR § 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of protected health information.
- d. Covered Entity shall not request Business Associate to use or disclose protected health information in any manner that would not be permissible under Subpart E of 45 CFR Part 164 if done by Covered Entity.

**5. Electronic Data Security.** Business Associate agrees to implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of any electronic Protected Health Information that it creates, receives, maintains or transmits to or on behalf of Covered Entity as required by the Regulations. Business Associate further agrees to ensure that any agent, including a subcontractor, to whom it provides such information, agrees to implement reasonable and appropriate safeguards to protect it. Business Associate agrees to promptly report to Covered Entity any security incident of which it becomes aware.

**6. Data Use Agreement.** From time to time, Business Associate may be a Recipient of a Limited Data Set created pursuant to Section 3(e). As a Recipient, Business Associate's Use and Disclosure of the Limited Data Set will be governed by the following terms and condition of this Section 6, and not the terms and conditions of Sections 2 and 3 of this BAA:

- a. Performance of Activities. As a Recipient, Business Associate may Use or Disclose Limited Data Set Information only in connection with the performance of Research, and only in accordance with this Section 6 and applicable regulations concerning Limited Data Sets. In connection with the Research, Business Associate may combine Covered Entity's Limited Data Set Information with Limited Data Set Information received by Business Associate as a recipient from other covered entities. In performing the Research, Business Associate

shall limit the use or receipt of the Limited Data Set to those individuals or classes of individuals who need the Limited Data Set for the performance of the Research.

- b. Limited Data Set Data Use Obligations. The obligations set out in this Subsection apply only with respect to Business Associate's Use or Disclosure of Limited Data Set Information as a Recipient.

1. Business Associate may not use or disclose the Limited Data Set in any manner that would violate the requirements of HIPAA or the HIPAA Regulations if Data User were a Covered Entity.
2. Business Associate agrees to not Use or further Disclose Limited Data Set Information other than as permitted by this Section 6, or as otherwise required by law;
3. Business Associate agrees to use reasonable and appropriate safeguards to prevent Use or Disclosure of the Limited Data Set Information other than as permitted by this Section 6;
4. Business Associate must report to Covered Entity any Use or Disclosure of Limited Data Set Information not provided for in this Section 6 of which Business Associate becomes aware;
5. Business Associate will not attempt to identify the Individuals to whom the Limited Data Set Information pertains, or attempt to contact such Individuals, provided that this restriction will not be interpreted to prevent Business Associate from conducting such activities as are permitted as a Business Associate under the Business Associate provisions of this BAA; and
6. Business Associate agrees to require any agent or subcontractor to whom it, directly or indirectly, provides Limited Data Set Information, to agree in writing to comply with the same or substantially similar restrictions (but in any event no less protective of the Limited Data Set) and conditions that apply to Business Associate with respect to the Limited Data Set.
7. Upon completion of the Research, Business Associate will destroy the Limited Data Set in accordance with guidance promulgated by the National Institute of Standards and Technology.

**7. Termination.**

- a. Except as otherwise provided herein, this BAA shall terminate upon termination of the Agreement.
- b. Termination for Cause. Upon Covered Entity's knowledge of a material breach by Business Associate of this BAA, Covered Entity may:
  1. Provide a reasonable opportunity for Business Associate to cure the material breach or end the material violation and if Business Associate does not cure the material breach or end the material violation within a reasonable time, Covered Entity may terminate this BAA and the provisions of the Agreement that require or permit Business Associate to access Protected Health Information;
  2. If Business Associate has breached a material term of this BAA and cure is not possible, immediately terminate this BAA and the provisions of the Agreement that require or permit Business Associate to access Protected Health Information; or
  3. If neither termination nor cure is feasible, report the violation to the Secretary.

If Covered Entity breaches, Business Associate may terminate this BAA and any Underlying Agreement 30 days after written notice.

- c. Effect of Termination.

1. Except as provided in paragraph (2) of this section, upon termination of this BAA, for any reason, Business Associate shall return or destroy all Protected Health Information received from Covered Entity or created or received by Business Associate on behalf of Covered Entity. This provision shall

apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.

2. In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. In such event, Business Associate shall extend the protections of this BAA to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information. Except as provided herein, any termination of the maintenance program or provisions of the Agreement that permit Business Associate to access Protected Health Information shall not affect the parties' other obligations or rights under the Agreement. For the avoidance of doubt, the parties agree that return of Limited Data Sets shall be deemed infeasible, and no further notice pursuant to this Section shall be required.

**8. Miscellaneous.**

- a. Changes to Regulations. If the Regulations are amended in a manner that would alter the obligations of WellSky as set forth in this BAA, then the parties agree in good faith to negotiate mutually acceptable changes to the terms set forth in this BAA.
- b. Survival. The respective rights and obligations of Business Associate under Section 4(c) of this BAA shall survive the termination of this BAA.
- c. Minimum Necessary. Covered Entity shall only provide a minimum amount of Protected Health Information necessary for the Business Associate to satisfy its obligations under the Agreement.
- d. Interpretation. Any ambiguity in this BAA shall be resolved to permit compliance with the Regulations.
- e. Incorporation. Except for Covered Entity, no third-party may rely on the terms, conditions, rights, remedies or obligations hereunder. The terms of this BAA are fully incorporated in and subject to the terms of the Agreement.
- f. Governing Law. The choice of law and venue applicable to this BAA shall be the same as the choice of law and venue that are applicable to the Agreement.

**WELLSKY LONG TERM, LLC**  
**ORDER FORM**

This Order Form ("Order") is dated as of \_\_\_\_\_, 2019 ("Effective Date") between **County of Winnebago d/b/a River Bluff Nursing Home** ("Customer"), with offices at 4401 N. Main Street Rockford, IL 61101, and **WellSky Long Term Care, LLC**, with offices at 11300 Switzer Road, Overland Park, KS 66210 ("**WellSky**") for the products and services set forth herein. This Order is subject to and hereby incorporates the terms and conditions of the Master License and Services Agreement entered into between the parties, dated \_\_\_\_\_ ("**Agreement**"), except to the extent explicitly identified in this Order.

This Order consists of the following Attachments:

- Attachment 1 – Scope of Use, Term and Payment Terms
- Attachment 2 – Pricing
- Attachment 3 – Additional Terms

Any questions or changes to this Order, please contact Todd Holtmann at 314.283.3322.

**Ordering Procedure:**

Scan or fax this signed Order to WellSky's Corporate Contracts Manager as follows:

[LegalContracts@WellSky.com](mailto:LegalContracts@WellSky.com)

**Fax: (913) 871-9571 or [9138719571@fax2mail.com](mailto:9138719571@fax2mail.com)**

<b>COUNTY OF WINNEBAGO D/B/A RIVER BLUFF NURSING HOME:</b>	<b>WELLSKY LONG TERM CARE, LLC:</b>
Signature:	By:
Name:	Name:
Title:	Title:
Date:	Date:

**ORDER FORM  
ATTACHMENT 1  
SCOPE OF USE, TERM, AND PAYMENT TERMS**

1. Scope of Use: The Cloud Services are subject to the following scope of use limits:

Description	Scope	Metric Definition
Facilities using WellSky LTC	1	<i>Facilities</i> means a facility that is owned or operated 50% or more by Customer.

In the event Customer's scope of use exceeds those amounts set forth in the table above, Customer shall be invoiced for any unlicensed use (and related support), and the unpaid license and support fees shall be payable in accordance with this Agreement.

2. Facilities:

River Bluff Nursing Home 4401 N. Main St., Rockford, IL 61103

3. Term:

Cloud Services: The Cloud Services are provided for an initial two-year term, beginning on the earlier of First Productive Use or sixty (60) days from the Effective Date of this Order (the "**Initial Term**"). THEY AUTOMATICALLY RENEW FOR SUCCESSIVE ONE-YEAR TERMS (EACH A "**RENEWAL TERM**" AND COLLECTIVELY WITH THE INITIAL TERM THE "**TERM**"), UNLESS TERMINATED BY EITHER PARTY UPON WRITTEN NOTICE TO THE OTHER 90 DAYS PRIOR TO THE END OF THE THEN-CURRENT TERM.

4. Payment Terms. All fees due under this Order shall be paid as follows:

- a. Cloud Services: Customer shall pay the Cloud Services fees monthly in advance, beginning on the earlier of First Productive Use or sixty (60) days from the Effective Date, and monthly thereafter.
- b. Professional Services: Customer shall work with WellSky to develop a plan which includes a list of all deliverables (the "Project Plan"). Customer agrees to a full implementation of the Cloud Services within all Sites as set forth in this Order. All Professional Services within the scope of the Project Plan are provided on a fixed fee basis and shall be billed with fifty percent (50%) due upon the Effective Date, and the remaining fifty percent (50%) due upon the earlier of First Productive Use or sixty (60) days from the Effective Date. Any Professional Services provided by WellSky which are not within the scope of the Project Plan shall be provided on a time and materials basis at WellSky's then applicable Professional Services rates. Any expenses incurred by WellSky associated with provision of the Professional Services provided under this Order shall be billed monthly as incurred.
- c. Deposit: Fifty percent (50%) of the Professional Services fees and one month of Cloud Services fees shall be due upon the Effective Date as an initial deposit and applied to the final Cloud Services invoice.
- d. Increases: Cloud Services fees may be increased by WellSky once annually commencing one (1) year following the Effective Date of the Order at a rate equal to 5%. Cloud Services fees may further be increased upon prior written notice to Customer in the event WellSky's third-party supplier increases such fees.



**ORDER FORM  
ATTACHMENT 1  
SCOPE OF USE, TERM, AND PAYMENT TERMS**

Please provide your accounts payable or billing contact information.

<b>Name:</b>
<b>Title:</b>
<b>E-mail:</b>
<b>Phone:</b>

Please check one of the boxes below regarding your sales tax status:

☐ Exempt

☐ Non-Exempt

If "Exempt" is checked above; Customer is required to provide the appropriate certificate to WellSky upon Execution of this Order Form. Failure to provide could result in sales tax charges.

**ORDER FORM  
ATTACHMENT 2  
PRICING**

<b>WELLSKY LTC PRICING</b>				
<b>Cloud Services Monthly Fees:</b>	<b>Qty</b>	<b>One-Time Fee</b>	<b>Monthly Fee</b>	<b>Facilities</b>
<b>Monthly Fee includes:</b> Pharmacy & Therapy	1		\$999.00	River Bluff
ADT & Census				
MDS & Care Plans				
Point of Care				
Clinical Charting & Physician's Orders				
eMAR				
AR & Billing				
Mediprocity (physician text messaging)				
Business Intelligence			\$75.00	
<b>Total Monthly Cloud Services Fees:</b>			<b>\$1,074.00</b>	
<b>Interfaces Included:</b> Pharmacy and Therapy				
<b>Professional Services One-Time Fees:</b>				
Training – 6 days on-site Option			\$4,000.00	
Training on-line MDS & CARE Plans				
MDS & ADT Data conversion			\$6,000.00	
Data conversion option electronically (Face sheets, Care Plans)				
<b>Total Professional Services Fees:</b>			<b>\$10,000.00</b>	

**ORDER FORM  
ATTACHMENT 3  
ADDITIONAL TERMS**

The following terms may apply, to the extent Customer purchases the product or service listed below:

On-Site Training and Travel Expenses

On-Site Training Services are provided on an eight-hour day basis during Customer's normal business hours. Customer agrees to reimburse WellSky for customary travel expenses as and when incurred in connection with On-Site Training Services, Platinum Support On-Site Visits, or other on-site services ordered herein.

Data Conversion

Because the data provided to WellSky by Customer does not come from a WellSky software system, WellSky cannot be responsible for the integrity of the data being loaded into the Cloud Services solution. Further, Customer (not WellSky) is responsible for ensuring that the data, as provided, includes the necessary data field for use with the Cloud Services.

Customer acknowledges and understands that the data that it provides for use with the Cloud Services may not be free of error and the data may not be fully transferable to the Cloud Services as a result of coding failure, field and record limitations, etc. Customer shall indemnify, defend and hold WellSky, its officers, employees, and agents harmless from and against any all claims relating to Customer's use of the data and data files or WellSky's provision of assistance services under this Data Conversion section.

WELLSKY'S LIABILITY FOR DAMAGES TO CUSTOMER OR ANY THIRD PARTY FOR ANY CAUSE WHATSOEVER ARISING UNDER OR RELATED TO THIS DATA CONVERSION SECTION, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT OR TORT, INCLUDING NEGLIGENCE, SHALL NOT EXCEED \$10,000. IN NO EVENT WILL WELLSKY OR ITS LICENSORS BE LIABLE FOR ANY LOST PROFITS OR OTHER CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, OR PUNITIVE DAMAGES, EVEN IF WELLSKY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR FOR ANY CLAIM BY A THIRD PARTY AGAINST RECIPIENT.

# **UNFINISHED BUSINESS**

**NEW BUSINESS**

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

**SUBMITTED BY: PERSONNEL AND POLICES COMMITTEE**

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

**RESOLUTION AUTHORIZING PLACING A BINDING QUESTION ON THE  
PUBLIC BALLOT BEFORE THE ELECTORS OF WINNEBAGO COUNTY TO  
ADOPT THE COUNTY EXECUTIVE FORM OF GOVERNMENT IN THE  
COUNTY OF WINNEBAGO, ILLINOIS**

WHEREAS, County Board of the County of Winnebago wishes to place a referendum on the ballot to adopt the County Executive form of government in the County of Winnebago; and

WHEREAS, the County Executive form of government may only be adopted by referendum at a general election; and

WHEREAS, pursuant to 55 ILCS 5/2-5005, the County Board may initiate a referendum by resolution to place a question on the ballot of a general election seeking approval of the County Executive form of government; and

WHEREAS, pursuant to 10 ILCS 5/28-2(c), the County Board may place a referendum question on a ballot to be submitted to the public so long as a resolution authorizing placing the question on the ballot is adopted no fewer than 79 days before a regularly scheduled election where the referendum question is to appear; and

WHEREAS, the County Board wishes to place a referendum question regarding the adoption of the County Executive form of government in the County of Winnebago on the ballot of the next general election on November 3, 2020.

NOW, THEREFORE, BE IT RESOLVED, by the County Board of the County of Winnebago, Illinois, that the following binding question be placed on the ballot in the County of Winnebago to be voted on by all qualified electors on November 3, 2020:

**SHALL THE COUNTY OF WINNEBAGO ADOPT THE COUNTY  
EXECUTIVE FORM OF GOVERNMENT AND ELECT NOT TO BECOME A  
HOME RULE UNIT?**

BE IT FURTHER RESOLVED, that the question as fully set forth above is authorized and shall be submitted to the qualified electors of the County of Winnebago at the regularly scheduled election to be held on November 3, 2020, in accordance with all applicable provisions of Illinois law; and

BE IT FURTHER RESOLVED, that the County Clerk of the County of Winnebago is hereby directed to certify the binding question of public policy set forth above in accordance with the Illinois Election Code no later than August 17, 2020, and to take any other actions necessary to cause the question to be placed on the ballot of the general election to be held on November 3, 2020.

Respectfully submitted,

Personnel and Policies Committee

\_\_\_\_\_  
Dave Fiduccia, Chairman

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

\_\_\_\_\_  
Angie Goral

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

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

\_\_\_\_\_  
Dorothy Redd

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

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

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

Attested by:

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

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