



WINNEBAGO COUNTY

— ILLINOIS —

2nd REVISED

AGENDA

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

Thursday, January 23, 2020
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 Angie Goral
5. **Awards, Proclamations, Presentations, Public Hearings, and Public Participation**
 - A. Awards – None
 - B. Proclamations – Accepted by Joseph A. Vanderwerff Sr., Winnebago County Engineer, Retiring from Winnebago County Highway Department
 - C. Presentations – None
6. **Public Comment** **Registered Speakers**
Members of the public may address the Board by submitting their request no later than 2 hours prior to the start of the meeting. Contact www.wincoil.us or (815) 319-4225 for guidelines.
7. **Board Member Correspondence** Board Members
8. **Chairman's Report** Chairman Frank Haney
9. **Announcements & Communications** Clerk Lori Gummow
 - A. Correspondence (see packet)
10. **Consent Agenda**..... Chairman Frank Haney
 - A. Raffle Report
 - B. Bills
 - C. Approval of December 19, 2019 minutes
 - D. Layover of January 9, 2020 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. Budget Amendment 2020-009, Display Cabinets to be Laid Over
 - 3. Budget Amendment 2020-010, Health Department Census 2020 Grant to be Laid Over
 - 4. Budget Amendment 2020-011, County of Winnebago Census 2020 Grant to be Laid Over
 - 5. Budget Amendment 2020-012, Architect/Engineering Services for Juvenile Detention Center Roof Replacement to be Laid Over
 - 6. Consideration of an Ordinance Authorizing the Issuance by the County of Winnebago, Illinois of General Obligation Bonds (Alternate Revenue Source) in an Aggregate Principal Amount not to Exceed \$4,000,000 for the Purpose of Constructing, Maintaining and Improving County Highways, Roads and Bridges
 - 7. Resolution to Enter into an Intergovernmental Cooperation Agreement for Assessment Complaint Intervention and Defense
 - 8. Resolution Authorizing the Settlement of Pending Litigation (Bates Versus Winnebago County)
 - 9. Budget Amendment 2020-005 Axon Network Enhancements (Reconsideration)
 - 10. Budget Amendment 2020-006 ToughBooks Replacements (Reconsideration)
 - B. Operations & Administrative Committee **Keith McDonald, Committee Chairman**
 - 1. Committee Report
 - 2. Resolution to Pay for Emergency Purchase for Fire Eye Maintenance
 - 3. Resolution Awarding A & E Services for Juvenile Detention Center Roof Replacement
 - 4. Resolution to Change Hours of the County Clerk’s Office on Election Day
 - 5. 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
 - 6. Resolution Authorizing Execution of Intergovernmental Cooperation Agreement Among the County of Winnebago, Illinois, the City of Loves Park, the Village of Machesney Park, the Village of Cherry Valley, the Village of Durand, the Village of Pecatonica, the Village of Rockton, the Village of Roscoe, the City of South Beloit and the Village of Winnebago (9-1-1 Agreement)
 - C. Public Works Committee **Dave Tassoni, Committee Chairman**
 - 1. Committee Report
 - 2. (20-003) Resolution Authorizing the Execution of a Joint Funding Agreement with the United States Department of the Interior Geological Survey for the Operation of a Streamflow Gaging Station on the Kishwaukee River

WC Cost: \$43,200 (5 Yrs.)

C.B. District: 11

USGS Cost: \$28,800 (5 Yrs.)

3. (20-004) Resolution Declaring as Surplus Highway Department Vehicles, Equipment and Authorizing Sale

Cost: \$n/a

C.B. District: County Wide

4. (20-005) Resolution Authorizing the Highway Department to Lease Additional Light Duty Vehicles from Enterprise FM Trust

Cost: \$34,000 (FY2020)

C.B. District: County Wide

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

1. Committee Report
2. Resolution Approving Subcontractor Agreement for the Department of Justice Violence Against Women FY15 Justice for Families Grant (Rockford Sexual Assault Counseling)
3. Resolution Approving Subcontractor Agreement for the Department of Justice Violence Against Women FY15 Justice for Families Grant (Remedies Renewing Lives)
4. Resolution Approving First Amendment to Subcontractor Agreement for the Domestic Violence Homicide Prevention Demonstration Initiative Phase II Grant (Remedies Renewing Lives)
5. Ordinance Prohibiting the Establishment of Cannabis Dispensing Organizations within Unincorporated Winnebago County to be Laid Over

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 GovTemp USA, LLC for the Employment of Interim County Administrator Steven Chapman
3. Resolution Authorizing Search Firm for County Administrator Position

F. Zoning Committee Jim Webster, Committee Chairman

Planning and/or Zoning Requests:

1. Committee Report

G. Economic Development Committee..... Jas Bilich, Committee Chairman

1. Committee Report

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

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

A. North Park Public Water District

1. Keli Freedlund (New Appointment – Replacing Todd Gregory), Rockton, IL
January 2020 – April 2021, Yearly Stipend of \$1,200

16. Closed Session for Pending Litigation

17. Adjournment Chairman Frank Haney

Next Meeting: Thursday, February 13, 2020



Proclamation

In Recognition of

Joseph "Joe" A. Vanderwerff Sr.

Winnebago County Engineer

WHEREAS, Joe Vanderwerff has served as the County Engineer for the Winnebago County Highway Department since 1998 by overseeing the various tasks of managing the day-to-day functions of the Highway Department; and

WHEREAS, with over 47 years of professional civil engineering service and under the direction and guidance of Winnebago County, Mr. Vanderwerff oversaw the completion of many significant highway projects including the extension of Perryville Road from Harlem Road to Swanson Road, the widening of Hononegah Road west of IL-251, and the construction of Springfield Avenue south of State Street to Montague Road; and

WHEREAS, engineering work for the Winnebago County Partnership Program was led by the Highway Department under the supervision of Mr. Vanderwerff. Under this program, the Highway Department completed \$113,000,000 worth of work County-wide. Many of these projects were intended to promote and have promoted economic development throughout the County; and

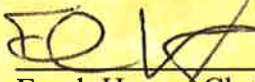
WHEREAS, quality of life projects include the extension of the Charles Street Path to Perryville Road, the extension of the Perryville Path from Riverside Boulevard to Anjali Way, the completion of the Pecatonica Prairie Trail, extension of the Perryville Path south from Perryville Road at Argus Drive to the Cherry Valley Path, and recently connecting Midway Village to the Perryville Path; and

WHEREAS, safety was always the number one issue for Winnebago County. Under Mr. Vanderwerff's direction, the Highway Department was the first agency in District 2 to construct a round-about to improve safety at intersections. The first was constructed at the Perryville/Swanson Roads intersection and the second at the Meridian/Auburn Roads intersection. Winnebago County was also the first agency in Winnebago County to install flashing yellow arrows for left turning vehicles as an added safety feature.

NOW, THEREFORE BE IT RESOLVED, I, Frank Haney, on behalf of the Winnebago County Board, hereby recognize Joe Vanderwerff for his dedication and leadership over the past 22 years of service and wish him well in his retirement.



IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the County of Winnebago, Illinois to be affixed this 23rd day of January, 2020.



Frank Haney, Chairman
Winnebago County Board

CHAIRMAN'S REPORT

ANNOUNCEMENTS & COMMUNICATIONS



WINNEBAGO COUNTY

— ILLINOIS —

Announcements & Communications

Date: January 23, 2020

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 Station – Material Control and Accounting Program Inspection Report 05000454/2019412 and 05000455/2019412
 - b. Federal Register / Vol. 85, No. 4 / Tuesday, January 7, 2020 / Notices
 - c. Byron Station, Units 1 and 2 – NRC Initial License Examination REPORT 05000454/2019302; 05000455/2019302
 - d. Braidwood Station, Units 1 and 2; Byron Station, Unit Nos. 1 and 2; Calvert Cliffs Nuclear Power Plant, Units 1 and 2; Clinton Power Station, Unit No. 1; Dresden Nuclear Power Station, Units 1,2, 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 1,2, and 3; Quad Cities Nuclear Power Station, Units 1 and 2; and R.E. Ginna Nuclear Power Plant – Review of Quality Assurance Program Changes (EPID L-2019-LLQ-0003)
 - e. Byron Station, Unit 1-Notification of NRC Baseline Inspection and Request for Information; Inspection Report 05000454/202001
 - f. Federal Register / Vol. 85, No. 9 / Thursday, January 14, 2020 / Notices



WINNEBAGO COUNTY

— ILLINOIS —

2. County Clerk Gummow received from ComEd a letter regarding their intend to perform vegetation management activities on distribution circuits in our area within the next few months.
3. County Clerk Gummow received from the Illinois Department of Transportation a letter certifying Carlos Molina as a qualified appointment to the County Engineer for Winnebago County.
4. County Clerk Gummow received from Comcast regarding Xfinity TV Updates.
5. County Clerk Gummow received from L&G Law Group LLP, a letter informing the County of the name change from Lowis & Gellen LLP to L&G Law Group LLP.
6. County Clerk Gummow received from the Illinois Department of Corrections the 2019 Inspection Report.
7. County Clerk Gummow received from Nancy L. McPherson, Winnebago County Recorder, the Monthly Report for December 2019.
8. County Clerk Gummow received from Theresa Grennan, Chief Deputy Winnebago County Treasurer the Investment Report for January 2020.

CONSENT AGENDA

RAFFLE APPLICATION REPORT

Presently the County Clerk's office has Raffle Applications submitted by
9 different organizations for 17 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
30304	1	ALPINE ACADEMY OF ROCKFORD	01/26/2020-03/14/2020	\$ 1,500.00
30305	1	HOLY FAMILY CATHOLIC SCHOOL	01/24/2020-02/01/2020	\$ 1,000.00
30306	1	JEWISH FEDERATION OF GREATER ROCKFORD	01/26/2020-02/02/2020	\$ 400.00
30307	1	WINNEBAGO COUNTY PHEASANTS FOREVER	03/06/2020-03/06/2020	\$ 4,800.00
30308	1	RALSTON ELEMENTARY PTO	01/24/2020-02/07/2020	\$ 3,249.50
30309	1	ROCKFORD ICEHOGS BOOSTER CLUB	01/24/2020-01/24/2020	\$ 2,000.00
30310	1	ROCKFORD ICEHOGS BOOSTER CLUB	01/25/2020-01/25/2020	\$ 2,000.00
30311	1	ROCKFORD ICEHOGS BOOSTER CLUB	01/31/2020-01/31/2020	\$ 2,000.00
30312	1	ROCKFORD ICEHOGS BOOSTER CLUB	02/01/2020-02/01/2020	\$ 2,000.00
30313	1	ROCKFORD ICEHOGS BOOSTER CLUB	02/04/2020-02/04/2020	\$ 2,000.00
30314	1	ROCKFORD ICEHOGS BOOSTER CLUB	02/07/2020-02/07/2020	\$ 2,000.00
30315	1	ROCKFORD ICEHOGS BOOSTER CLUB	02/08/2020-02/08/2020	\$ 2,000.00
30316	1	ROCKFORD ICEHOGS BOOSTER CLUB	02/15/2020-02/15/2020	\$ 2,000.00
30317	1	ROCKFORD ICEHOGS BOOSTER CLUB	02/18/2020-02/18/2020	\$ 2,000.00
30318	1	ROCKFORD PARK DISTRICT FOUNDATION	02/16/2020-02/16/2020	\$ 4,999.00
30319	1	TRI-COUNTY SNOWMOBILE ALLIANCE	03/09/2020-10/11/2020	\$ 3,500.00

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
30320	1	BENEFIT FOR JEREMY RAAB	01/24/2020-02/29/2020	\$ 4,999.99

The Following Have Requested A Class D, E, & F Limited Annual License				
LICENSE #	# OF RAFFLES	NAME OF ORGANIZATION	LICENSE DATES	AMOUNT

This concludes my report

Deputy Clerk Kayla Hilliard

LORI GUMMOW
Winnebago County Clerk

Date 23-Jan-20

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	4,395,227.55
101	PUBLIC SAFETY TAX	1,735,133.34
103	DOCUMENT STORAGE FUND	70,375.31
104	TREASURER'S DELINQUENT TAX FU	3,789.52
105	VITAL RECORDS FEE FUND	2,367.94
106	RECORDERS DOCUMENT FEE FUND	38,051.04
107	COURT AUTOMATION FUND	263,298.00
111	CHILDREN'S WAITING ROOM FUND	11,499.92
112	RENTAL HOUSING FEE FUND	25,560.00
114	911 OPERATIONS FUND	136,256.09
115	PROBATION SERVICE FUND	51,741.49
116	HOST FEE FUND	395,088.77
120	DEFERRED PROSECUTION PROGRAM	1,694.41
123	STATE DRUG FORFEITURE ST ATTY	11,913.00
126	LAW LIBRARY	22,127.77
131	DETENTION HOME	226,064.27
141	WINGIS GEOR INFO SYSTEM (CO SHARE)	21,773.00
145	FORECLOSURE MEDIATION FUND	5,730.92
155	MEMORIAL HALL	9,984.01
156	CC CLERK ELECTRONIC CITATION FUND	8,929.00
158	CHILD ADVOCACY PROJECT	35,153.45
161	COUNTY HIGHWAY	230,160.36
162	COUNTY BRIDGE FUND	16,264.92
164	MOTOR FUEL TAX FUND	223,750.92
165	TOWNSHIP HIGHWAY FUND	2,276.70
181	VETERANS ASSISTANCE FUND	29,586.63
185	HEALTH INSURANCE	1,843,820.67
192	EMPLOYER SOCIAL SECURITY FUND	348,863.01
193	ILLINOIS MUNICIPAL RETIRE	500,852.27
194	TORT JUDGMENT & LIABILITY	1,079,933.00
200	2013A SERIES REFUNDING BONDS	3,719,275.00
201	2013B ADMIN	948,700.00
208	2013C SERIES REFUNDED BONDS	619,275.00
214	2013E DEBT SERVICE FUND	48,425.00
215	2016A REFUNDING BONDS	49,700.00
216	2017B GO REFUNDING BONDS	685,925.00
219	2017A GO DEBT CERTIFICATES	413,200.00
227	2015A DEBT CERTIFICATES	351,300.00
229	2016D REFUNDING	62,100.00
230	2016E REFUNDING	328,225.00
242	2010C HEALTH BLDG	258,459.38
244	2012A GO DEBT CERTIFICATES	54,941.00

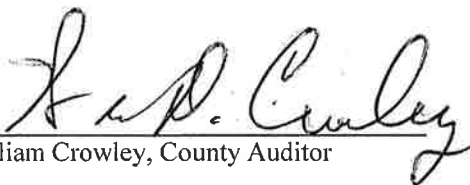
CONTINUATIONFUND NAMERECOMMENDED FOR PAYMENT

245	2012B ALT REFUNDING BONDS	471,975.00
246	2012C ALT REFUNDING BONDS	247,200.00
247	2012D ALT REFUNDING BONDS	1,015,750.00
248	2012E DEBT CERTIFICATES	311,262.50
249	2012F DEBT CERTIFICATES	61,871.88
250	2012G DEBT CERTIFICATES	25,200.00
252	2017C DEBT SERVICE FUND	795,425.00
253	2018 PENSION OBLIGATION BONDS	891,198.25
301	HEALTH GRANTS	712,306.80
302	SHERIFF'S DEPT GRANTS	15,039.34
303	STATE'S ATTORNEY GRANT	10,167.92
304	PROBATION GRANTS	4,327.50
309	CIRCUIT COURT GRANT FUND	115,328.85
401	RIVER BLUFF NURSING HOME	1,504,021.43
410	ANIMAL SERVICES	154,377.59
420	555 N COURT OPERATIONS FUND	7,448.85
430	WATER FUND	10,134.02
501	INTERNAL SERVICES	29,811.13

TOTAL THIS REPORT

25,669,638.72

The adoption of this report is hereby recommended:


William Crowley, County Auditor

ADOPTED: This 23rd day of January 2020 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
DECEMBER 19, 2019**

1. Chairman Haney Called to Order the Regular Adjourned Meeting of the Winnebago County Board for Thursday, December 19, 2019 at 6:01 p.m.
2. Chairman Haney announced the following Agenda Changes:

The Zoning Agenda may be moved down due to the Community Items on the Agenda.

Chairman Haney asked the audience to not react in a negative or positive way.
3. Roll Call: 19 Present. 1 Absent. (Board Members Arena, Bilich, Booker, Boomer, Butitta, Crosby, Fellars, Fiduccia, Gerl, Goral, Hoffman, Kelley, McDonald, Nabors, Redd, Schultz, Tassoni, Webster, and Wescott were present) (Board Member Salgado was absent.)
4. County Board Member Fiduccia 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. David Deblauw from a neighborhood watch spoke against the landfill.

 Judge Kathryn Zenoff shared information regarding untreated and undertreated mental illness in the community and how it affects the justice system.

 Paul Logli, Dick Kunnert, Daniel Angileri, Jeanette Towns, and Mary Ann Abate spoke in favor of the Resolution regarding the sales tax referendum for Mental Health.

BOARD MEMBER CORRESPONDENCE

7. Board Member McDonald announced his son is going into the marines January 6, 2020.

CHAIRMAN'S REPORT

8. A. Letter Regarding Refugee Settlement – Chairman Haney reported there is a copy of the letter online and in the Board Member's packet.

- B. Appointment Process for Newly Established Mental Health Board – The item before the Board is the ballot question for the March primary related to the tax increase for mental health funding. The appointment recommendation will come from Chairman Haney and the Board would approve each appointment. At this point, a County Board Member will be recommended to sit and be a voting member of the Mental Health Board.
- C. Host Fees Update – Chairman Haney, Director of Economic Development Dornbush, and Board Member Bilich will review host fee commitments. More discussion will come in 2020.
- D. Landfill Update – Chairman Haney encourages individuals to report issues with the landfill. Board Member Kelley spoke of a system to reduce odor at the landfill.

Chairman Haney spoke of the Resolution regarding Placing a Binding Question on the Public Ballot to Adopt the County Executive Form of Government and a Resolution regarding Mental Health Tax and looks forward to more discussion on the Resolutions.

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 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 Withholding Information Regarding Guarantees of Payment of Deferred Premiums.

- B. County Clerk Gummow submitted 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
- C. 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
- D. County Clerk Gummow submitted from Comcast the most up-to-date information for Comcast and its local personnel.
- E. County Clerk Gummow submitted 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)
- F. County Clerk Gummow submitted from Nancy McPherson, Winnebago County Recorder, the Monthly Report for November, 2019.
- G. County Clerk Gummow submitted from Illinois Environmental Protection Agency the following:
 - 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.
- H. County Clerk Gummow submitted 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.
- I. County Clerk Gummow submitted from Sue Goral, Winnebago County Treasurer the Monthly Report for October, 2019 Bank Balances.

CONSENT AGENDA

10. Chairman Haney entertained a motion to approve the Consent Agenda for December 19, 2019 (Raffle Report, Bills, and County Board Minutes of November 14, 2019 and to layover the County Board Minutes of November 26, 2019). Board Member Hoffman moved for the approval of the Consent Agenda, seconded by Board Member Bilich. The motion was approved by a unanimous vote of all members present. (Board Member Salgado was absent.)

COUNTY ADMINISTRATOR'S REPORT

11. Interim County Administrator Chapman announced the County offices will be closed December 24, 25, and January 1, 2020.

The County is involved with the 2020 Census Project that is being funded through a grant received through the State of Illinois to the Region 1 Planning Council. There will be a grant agreement and a Budget Amendment to be presented to the Board in January for the amount of \$39,700.

Interim County Administrator Chapman announced County Engineer Joe Vanderwerff's last day will be January 24, 2020. There will be an open house at the Highway Department from 1-4p.m. Discussion by Chairman Haney.

DEPARTMENT HEAD UPDATES

12. None

REPORTS FROM STANDING COMMITTEES

FINANCE COMMITTEE

13. Board Member Gerl read in for the first reading of Budget Amendment 2020-005 Axon Network Enhancements to be Laid Over.
14. Board Member Gerl read in for the first reading of Budget Amendment 2020-006 ToughBooks Replacements to be Laid Over.
15. Board Member Gerl read in for the first reading of Budget Amendment 2020-007 Electronic Health Care to be Laid Over. Board Member Gerl made a motion to suspend the rules, seconded by Board Member Goral. Motion was approved by a voice vote. (Board Member Salgado was absent.) Board Member Gerl made a motion to approve Budget Amendment 2020-007, seconded by Board Member Hoffman. Motion was approved by a voice vote. (Board Member Schultz voted no.) (Board Member Salgado was absent.)
16. Board Member Gerl read in for the first reading of Budget Amendment 2020-008 Animal Donation to be Laid Over. Board Member Gerl made a motion to suspend the rules, seconded by

Board Member Fiduccia. Motion to suspend the rules was approved by a voice vote. (Board Member Salgado was absent.) Board Member Gerl made a motion to approve Budget Amendment 2020-008, seconded by Board Member Wescott. Motion was approved by a unanimous vote of all members present. (Board Member Salgado was absent.)

17. Board Member Gerl made a motion to approve a Resolution Authorizing the Settlement of Pending Litigation (Laverne Huggins \$62,500), seconded by Board Member Nabors. Discussion by State's Attorney Hite-Ross, Deputy State's Attorney Carpenter, Board Members Arena and Goral. Motion was approved by a voice vote. (Board Member Booker and Crosby voted no.) (Board Member Salgado was absent.)

Board Member Schultz departed at 6:48 p.m.

18. Board Member Gerl made a motion to approve a 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, seconded by Board Member Nabors. Discussion by Board Members Tassoni and Arena. Board Member Arena made a motion to send back to committee, seconded by Board Member Tassoni. Discussion by Interim County Administrator and Board Members Nabors, Booker, Goral, Fellars, Crosby, Butitta, Tassoni, and Gerl. Motion to send back to committee failed by a roll call vote of 10 no and 8 yes votes. (Board Members Crosby, Fellars, Fiduccia, Gerl, Goral, Hoffman, Kelley, Nabors, Redd, and Wescott voted no.) (Board Members Salgado and Schultz were absent.) Further discussion by Board Member Arena. Motion to approve the Resolution was approved by a roll call vote of 16 yes and 2 no votes. (Board Members Boomer and Tassoni voted no.) (Board Members Salgado and Schultz were absent.)

ECONOMIC DEVELOPMENT

19. 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 Laid Over from the November 26, 2019 Meeting, seconded by Board Member Crosby. Discussion by Board Member Arena. Board Member Arena made a motion to amend paragraph 8. Contracts: In the IGA to include the County Board Member, whose district the property is in. Discussion by Chairman Haney, State's Attorney Hite-Ross, Executive Director of Rockford Metropolitan Agency of Planning Mike Dunn Jr., and Board Members Arena, Webster, Fellars, and Tassoni. Board Member Arena retracted his prior motion. Board Member Arena made a motion to send back to the Economic Development Committee, seconded by Board Member Webster. Further discussion by Board Members Bilich and Fellars. Board Member Boomer made a motion to call the question, seconded by Board Member Webster. Motion to call the question was approved by a roll call vote of 12 yes and 6 no votes. (Board Members Booker, Crosby, Fellars, Goral, Hoffman, and Nabors voted no.) (Board Members Salgado and Schultz were absent.) Motion to send back to the Economic Development Committee was approved by a roll call vote of 13 yes and 5 no votes. (Board Members Bilich, Crosby, Fellars, Goral, and Kelley voted no.) (Board Member Salgado and Schultz were absent.)
20. Board Member Bilich made a motion to approve a 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, seconded by Board Member Gerl. Motion was approved by a voice vote. (Board Members Salgado and Schultz were absent.)

21. Board Member Bilich made a motion to approve a Resolution Authorizing a Grant of Fifty-Thousand Dollars to the Village of Pecatonica for the Replacement of Street Lights and Light Poles, seconded by Board Member Booker. Discussion by Board Members Booker, Goral, Webster, and Bilich. Motion was approved by a unanimous vote of all members present. (Board Members Salgado and Schultz were absent.)

OPERATIONS & ADMINISTRATIVE COMMITTEE

22. Board Member McDonald made a motion to approve a Resolution Awarding Display Cabinets for Veterans Memorial Hall, seconded by Board Member Wescott. Motion was approved by a unanimous vote of all members present. (Board Members Salgado and Schultz were absent.)
23. Board Member McDonald made a motion to approve a Resolution Urging the Winnebago Landfill to Come into Compliance with IEPA Regulations, seconded by Board Member Booker. Board Member McDonald made a motion to amend the Resolution by replacing "Urging to Demanding," seconded by Board Member Fellars. Motion was approved by a voice vote. (Board Members Salgado and Schultz were absent.) Discussion by Board Member Kelley.
24. Board Member McDonald made a motion to approve a Resolution Authorizing Communication with the Illinois General Assembly Regarding Proposed Changes to the County Code Allowing Counties to Create and Enforce a Nuisance Ordinance, seconded by Board Member Gerl. Discussion by Board Members Fellars, McDonald, Goral, Arena, and Kelley. Board Member Arena made a motion to amend the language of the Resolution to specify "Nuisance Related to Litter Caused by Waste Hauler Vehicles," seconded by Board Member Tassoni. Motion to approve the amendment to the Resolution was approved by a unanimous vote of all members present. (Board Members Salgado and Schultz were absent.) Further discussion by Board Members Goral, Fellars, and Kelley. Motion to approve the amended Resolution was approved by a unanimous vote of all members present. (Board Members Salgado and Schultz were absent.)

ZONING COMMITTEE

25. 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 Wescott. Motion to suspend was approved by a unanimous vote of all members present. (Board Members Salgado and Schultz were absent.) Board Member Webster made a motion to approve items 1. and 2., seconded by Board Member Wescott. Motion was approved by a unanimous vote of all members present. (Board Members Salgado and Schultz were absent.)
 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) 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.
26. Board Member Webster read in for the first reading of 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, Agricultural 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. Discussion by Board Member Boomer and Webster.

Board Member Webster thanked everyone for the sock donations for Carpenters Place.

PERSONNEL AND POLICY COMMITTEE

27. Board Member Fiduccia made a motion to approve a Resolution Authorizing the Chairman of the County Board to Execute an Agreement with WellSky Corporation, seconded by Board Member Hoffman. Motion was approved by a unanimous vote of all members present. (Board Members Salgado and Schultz were absent.)

PUBLIC WORKS

28. No Report.

PUBLIC SAFETY

29. Board Member Booker wished everyone a Merry Christmas.

UNFINISHED BUSINESS

30. Board Member Boomer wished everyone a Merry Christmas.

Discussion by County Board Members Fellars and Booker regarding the Cannabis Act.

NEW BUSINESS

31. 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. Chairman Haney reported that the Resolution will be referred to Committee and the information will be in the Board Member's packet.
32. Chairman Haney entertained a motion to go into Closed Session to discuss Opioid Litigation. Board Member Hoffman 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 8:02 p.m.

33. Chairman Haney entertained a motion to adjourn. County Board Member Butitta moved to adjourn the meeting, seconded by Board Member Goral. Motion was approved by a voice vote. (Board Members Salgado and Schultz were absent.) The meeting was adjourned at 8:10 p.m.

Respectfully submitted,



Lori Gummow
County Clerk

ar

**REGULAR ADJOURNED MEETING
WINNEBAGO COUNTY BOARD
JANUARY 9, 2020**

1. Chairman Haney Called to Order the Regular Adjourned Meeting of the Winnebago County Board for Thursday, January 9, 2020 at 6:03 p.m.
2. Chairman Haney announced the following Agenda Changes: None
3. Roll Call: 20 Present. 0 Absent. (Board Members Arena, Bilich, Booker, Boomer, Butitta, Crosby, Fellars, Fiduccia, Gerl, Goral, Hoffman, Kelley, McDonald, Nabors, Redd, Salgado, Schultz, Tassoni, Webster, and Wescott were present)
4. County Board Member Gerl 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. Nancy Edwardson gave a presentation on the Baxter Road expansion project.

BOARD MEMBER CORRESPONDENCE

7. None.

CHAIRMAN'S REPORT

8. Chairman Haney spoke of a request from the Mental Health Board to make potential changes to the Board Structure.

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. Federal Register / Vol. 84, No. 242 / Tuesday, December 17, 2019 / Notices
 - b. Braidwood Station, Units 1 and 2; Byron Station, Unit Nos. 1 and 2; Dresden Nuclear Power Station, Units 2 and 3; James A. Fitzpatrick Nuclear Power Plant; R.E. Ginna 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; and Quad Cities Nuclear Power Station, Units 1 and 2 – Issuance of Amendments to Remove Table of Contents from Technical Specifications (EPID L-2019-LLA-0125)
 - c. Federal Register / Vol. 84, No. 250 / Tuesday, December 31, 2019 / Notices.
- B. County Clerk Gummow received from Charter Communication, locally known as Spectrum, letters regarding changes in channel lineup on or around February 4, 2020 for the following:
- a. County of Winnebago
 - b. Township of Harlem
 - c. Township of Rockton
 - d. Township of Roscoe
- C. County Clerk Gummow received from Comcast a letter regarding Xfinity TV Channel Updates.
- D. County Clerk Gummow received from the Illinois Environmental Protection Agency a Notice of Application for Permit to Manage Waste (LPC-PA16) Description of Project: Submittal of updated Landfill Gas Collection and Control System (GCCS) Design Plan for the East Expansion Unit at the Winnebago Landfill Facility.
- F. County Clerk Gummow received from Sue Goral, Winnebago County Treasurer the Monthly Report for November, 2019 Bank Balances.

CONSENT AGENDA

10. Chairman Haney entertained a motion to approve the Consent Agenda for January 9, 2020 (Raffle Report and County Board Minutes of November 26, 2019 and to layover the County Board Minutes of December 19, 2019). Board Member Fellars moved for the approval of the Consent Agenda, seconded by Board Member Bilich. The motion was approved by a unanimous vote of all members present.

COUNTY ADMINISTRATOR'S REPORT

11. Interim County Administrator Chapman requested that Chief Information Officer Getner be able to speak on department updates.

Chairman Haney announced that County Engineer Vanderwerff will be retiring and will be recognized at the next Board Meeting.

DEPARTMENT HEAD UPDATES

12. Chief Information Officer Getner gave an update on Cyber Defense Posture. Discussion by Chairman Haney and Board Members Fellars, Tassoni, and Webster. Chief Information Officer Getner announced the 5-year I.T. Cap Plan is 10.2 million.

REPORTS FROM STANDING COMMITTEES

FINANCE COMMITTEE

13. Board Member Salgado made a motion to approve Budget Amendment 2020-005 Axon Network Enhancements Laid Over from the December 19, 2019 Meeting, seconded by Board Member Gerl. Discussion by Chairman Haney, Chief Information Officer Getner, Interim County Administrator Chapman, Winnebago County Chief Deputy Karner, and Board Members Boomer, Gerl, Fellars, Arena, Salgado, and Booker. Board Member Fellars made a motion to lay over. Motion failed due to no second. Motion failed by a roll call vote of 11 yes and 9 no votes. (Board Members Arena, Boomer, Fellars, Fiduccia, Goral, Redd, Salgado, Schultz, and Webster voted no.)
14. Board Member Salgado made a motion to approve Budget Amendment 2020-006 ToughBooks Replacement Laid Over from the December 19, 2019 Meeting, seconded by Board Member McDonald. Discussion by Chief Information Officer Getner, Interim County Administrator Chapman, Winnebago County Chief Deputy Karner, and Board Members Gerl, Fellars, and Goral. Board Member Fellars made a motion to layover, seconded by Board Member Redd. Motion to layover failed by a roll call vote of 14 no and 6 yes votes. (Board Members Arena, Bilich, Boomer, Fiduccia, Gerl, Goral, Hoffman, Kelley, McDonald, Nabors, Salgado, Schultz, Tassoni, and Webster voted no.) Motion failed by a roll call vote of 11 no and 9 yes votes. (Board Members Arena, Boomer, Butitta, Fellars, Fiduccia, Goral, Nabors, Redd, Salgado, Schultz, and Webster voted no.)

Board Member Salgado announced a Finance Committee Meeting for next Thursday.

ZONING COMMITTEE

15. Board Member Webster made a motion to approve 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, seconded by Board Member Boomer. Discussion by Zoning Officer Krup, Deputy State's Attorney Kurlinkus and Board Members Boomer, Crosby, Webster. Board Member Fellars called point of order. Further discussion by Board Members Arena, McDonald, Tassoni, Schultz, Bilich, Goral, and Deputy State's Attorney Kurlinkus. Board Member Fellars called point of order. Board Member Crosby made a motion to call the question, seconded by Board Member Kelley. Motion to call the question was approved by a unanimous vote of all members present. Motion to approve Z-14-19

was approved by a roll call vote of 15 yes and 5 no votes. (Board Members Fellars, Goral, Nabors, Schultz, and Webster voted no.)

Board Member Webster announced the next Zoning Committee meeting will be February 26, 2020. Board Member Webster commented on Zoning.

ECONOMIC DEVELOPMENT

16. 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, Goral, Arena, and Schultz. Motion was approved by a roll call vote of 18 yes and 2 no votes. (Board Members Schultz and Webster voted no.) Discussion by Board Member Bilich.

PUBLIC WORKS

17. Board Member Tassoni made a motion to approve (20-001) Resolution of the Winnebago County Board Appointing the County Engineer, seconded by Board Member Kelley. Discussion by Board Members Tassoni and Webster. Motion was approved by a unanimous vote of all members present. Carlos Molina looks forward to working with the County as County Engineer.
18. Board Member Tassoni made a motion to approve (20-002) Resolution Authorizing the Adoption of the Updated Multi-Hazard Mitigation Plan, seconded by Board Member Kelley. Discussion by Board Members Tassoni, McDonald, and Carlos Molina. Motion was approved by a unanimous vote of all members present.

Board Member Tassoni announced the next Public Works Committee meeting will be next Tuesday.

OPERATIONS & ADMINISTRATIVE COMMITTEE

19. No Report.

PUBLIC SAFETY

20. Board Member Booker announced a Public Safety Committee meeting next Wednesday. Discussion regarding the Cannabis Ordinance by State's Attorney Hite-Ross and Board Members Fellars, Booker, and Tassoni.

PERSONNEL AND POLICY COMMITTEE

21. Board Member Fiduccia reported that in December Animal Services had 314 calls for service in Rockford, 98 for Winnebago County, 38 in Machesney Park, 39 in Rockton, 12 in Roscoe, 7 in South Beloit, 2 in Pecatonica, 1 in Winnebago, 2 in New Milford, and 4 in Cherry Valley.

Animal Services took in 114 dogs, 102 cats, and 3 rabbits. Animal Services adopted out 67 dogs, 170 cats, 2 rabbits, and 1 bird.

UNFINISHED BUSINESS

22. None.

NEW BUSINESS

23. None.
24. Chairman Haney entertained a motion to adjourn. County Board Member Webster moved to adjourn the meeting, seconded by Board Member Fellars. Motion was approved by a voice vote. The meeting was adjourned at 7:24 p.m.

Respectfully submitted,



Lori Gummow
County Clerk

ar

ADMINISTRATOR'S REPORT

DEPARTMENT HEAD UPDATES

FINANCE COMMITTEE

2020 Fiscal Year

Sponsored by:

Jaime Salgado, Finance Committee Chairman

Finance: January 16, 2020

Lay Over: January 23, 2020

Final Vote: February 13, 2020**2020 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.

2020-009 Display Cabinets**Reason:** Establish grant revenue and expenditure budgets**Alternative:** N/A**Impact to fiscal year 2021 budget:** None**Revenue Source:** IDNR Grant

<u>Acct Description</u>	<u>Org</u>	<u>Obj</u>	<u>Pri</u>	<u>Debit (Credit)</u>
Other Department Equipment	45500	46440	04552	48,808
Other Professional Services	45500	43190	04552	6,256
Building Repairs and Maintenance	45500	43710	04552	4,970
State Operating Grants	45500	32120	04552	60,035

Total Adjustment:**\$0**

(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:		12/31/2019		AMENDMENT NO: 2020-009			
DEPARTMENT:		Memorial Hall		SUBMITTED BY: Scott Lewandowski			
FUND#:		0155		DEPT. BUDGET NO.		45500	

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
Expenditures							
45500	46440-04552	Other Department Equip	\$0	\$0	\$0	\$48,808	\$48,808
45500	43190-04552	Other Professional Services	\$0	\$0	\$0	\$6,256	\$6,256
45500	43710-04552	Building repairs and maintenance	\$0	\$0	\$0	\$4,970	\$4,970
Revenue							
45500	32120-04552	State Operating Grants, IDNR	\$0	\$0	\$0	\$60,035	\$60,035
TOTAL ADJUSTMENT:						\$0	\$0
Reason budget amendment is required:							
Establish grant revenue and expenditures budgets.							
Potential alternatives to budget amendment:							
N/A							
Impact to fiscal year 2021 budget: None							
None							
Revenue Source: IDNR Grant							

2020 Fiscal Year

Sponsored by:

Jaime Salgado, Finance Committee Chairman

Finance: January 16, 2020

Lay Over: January 23, 2020

Final Vote: February 13, 2020

2020 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.

2020-010 Health Dept Census Grant

Reason: Establish grant revenue and expenditure budgets, Census Grant awarded to reach hard-to-count (HTC) population.

Alternative: N/A

Impact to fiscal year 2021 budget: None

Revenue Source: Census Grant

<u>Acct Description</u>	<u>Org</u>	<u>Obj</u>	<u>Pri</u>	<u>Debit (Credit)</u>
Regular Salaries	60100	41110	60401	3,900
Temporary Salaries	60100	41120	60401	22,100
Regular Salaries	60100	41110	60001	3,690
FICA, Employer Portion	60100	41241	60401	1,989
Travel	60100	43310	60401	1,508
Advertising	60100	43420	60401	4,813
Other Professional Services	60100	43190	60401	2,590
State Operating Grants	60100	32120	60401	(40,590)
		<u>Total Adjustment:</u>		<u>\$0</u>

(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:		11/25/2019		AMENDMENT NO: 2020-010	
DEPARTMENT:		Health Department		SUBMITTED BY: James Keeler	
FUND#:		301		DEPT. BUDGET NO. 60100	

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
Expenditures							
60100/60401	41110	Regular Salaries	\$51,742	\$0	\$51,742	\$3,900	\$55,642
60100/60401	41120	Temporary Salaries	\$13,880	\$0	\$13,880	\$22,100	\$35,980
60100/60001	41110	Regular Salaries	\$454,592	\$11,475	\$466,067	\$3,690	\$469,757
60100/60401	41241	FICA	\$2,342	\$0	\$2,342	\$1,989	\$4,331
60100/60401	43310	Travel	\$1,200	\$0	\$1,200	\$1,508	\$2,708
60100/60401	43420	Advertising	\$2,500	\$0	\$2,500	\$4,813	\$7,313
60100/60401	41110	Program Marketing	\$0	\$0	\$0	\$2,590	\$2,590
Revenue							
60100/60401	32120	STATE OPERATING GRANTS	\$0		\$0	\$40,590	\$40,590
TOTAL ADJUSTMENT:						\$0	
Reason budget amendment is required:							
Award of Census 2020 grant provides funding to reach hard to count (HTC) population. Grant requirements necessitate the hiring of temporary help (3) positions for six months to perform the duties required.							
Potential alternatives to budget amendment:							
N/A							
Impact to fiscal year 2021 budget:							
None							
Revenue Source: 2020 Census Grant through RPC Regional Planning Council							

2020 Fiscal Year

Sponsored by:

Jaime Salgado, Finance Committee Chairman

Finance: January 16, 2020

Lay Over: January 23, 2020

Final Vote: February 13, 2020

2020 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.

2020-011 Miscellaneous County Census costs

Reason: Increase various accounts to reflect census grant dollars to promote completion of the census with the County through print, radio and other programs

Alternative: N/A

Impact to fiscal year 2021 budget: None

Revenue Source: Census Grant

<u>Acct Description</u>	<u>Org</u>	<u>Obj</u>	<u>Pri</u>	<u>Debit (Credit)</u>
Printing and Binding	13500	43410	01353	1,710
Advertising	13500	43420	01353	32,810
Other Programs	13500	43932	01353	2,590
State Grants	13500	32120	01353	(37,110)

Total Adjustment:

\$0

(AGREE)

JAIME SALGADO,
FINANCE CHAIRMAN

DAVID FIDUCCIA

JOE HOFFMAN

BURT GERL

DAVID BOOMER

STEVE SCHULTZ

KEITH McDONALD

Respectfully Submitted,
FINANCE COMMITTEE
(DISAGREE)

JAIME SALGADO,
FINANCE CHAIRMAN

DAVID FIDUCCIA

JOE HOFFMAN

BURT GERL

DAVID BOOMER

STEVE SCHULTZ

KEITH McDONALD

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

ATTESTED BY:

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

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

2020
WINNEBAGO COUNTY
FINANCE COMMITTEE
REQUEST FOR BUDGET AMENDMENT

DATE SUBMITTED:		1/10/2020		AMENDMENT NO: 2020-011			
DEPARTMENT:		Misc. County		SUBMITTED BY: Steve Chapman			
FUND#:		1		DEPT. BUDGET NO.		13500	

Department Org Number	Object (Account) Number	Object (Account) Description	Adopted Budget	Amendments Previously Approved	Revised Approved Budget	Increase (Decrease)	Revised Budget after Approved Budget Amendment
Expenditures							
13500	43410	Printing and Binding	\$4,500	\$0	\$4,500	\$1,710	\$6,210
13500	43420	Advertising	\$2,000	\$0	\$2,000	\$32,810	\$34,810
13500	43932	Other Programs	\$0	\$0	\$0	\$2,590	\$2,590
Revenue							
TOTAL ADJUSTMENT:						\$37,110	\$37,110
Reason budget amendment is required:							
Increase various accounts to reflect census grant dollars received to promote completion of the census within the County through print, radio and other programs.							
Impact to fiscal year 2021 budget:							
None							
Revenue Source:		Census Grant received through R1PC					

2020 Fiscal Year

Sponsored by:

Jaime Salgado, Finance Committee Chairman

Finance: January 16, 2020

Lay Over: January 23, 2020

Final Vote: February 13, 2020**2020 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.

2020-012 Detention Home roof

Reason: Increase Other Professional Services to provide architect/engineering services for a new roof at the Juvenile Detention Home

Alternative: N/A

Impact to fiscal year 2021 budget: None

Revenue Source: Detention Home fund balance

<u>Acct Description</u>	<u>Org</u>	<u>Obj</u>	<u>Pri</u>	<u>Debit (Credit)</u>
Other Professional Services	43100	43190		25,000

Total Adjustment: **\$25,000**

(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:

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:		1/10/2020		AMENDMENT NO: 2020-012	
DEPARTMENT:		Juvenile Detention Home		SUBMITTED BY: Steve Chapman	
FUND#:		131		DEPT. BUDGET NO. 43100	

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
Expenditures							
43100	43190	Other Professional Services	\$2,000	\$0	\$2,000	\$25,000	\$27,000
Revenue							
TOTAL ADJUSTMENT:						\$25,000	\$25,000
Reason budget amendment is required:							
Increase Other Professional Services to provide architect/engineering services for a new roof at the Juvenile Detention Home.							
Potential alternatives to budget amendment:							
N/A							
None							
Revenue Source:		Detention Home Fund Balance					

ORDINANCE NO. _____

AN ORDINANCE authorizing the issuance by The County of Winnebago, Illinois, of General Obligation Bonds (Alternate Revenue Source) in an aggregate principal amount not to exceed \$4,000,000 for the purpose of constructing, maintaining and improving County highways, roads and bridges.

* * *

WHEREAS, The County of Winnebago, Illinois (the "*County*"), is a duly organized and existing unit of local government created and existing under the provisions of the laws of the State of Illinois, and is now operating under the provisions of the Counties Code of the State of Illinois, as amended; and

WHEREAS, in order to construct, maintain and improve County highways, roads and bridges, the County Board of the County (the "*Board*") has determined that it is necessary and in the best interests of the County that the County borrow an amount not to exceed \$4,000,000 and, in evidence thereof, issue alternate bonds in an aggregate principal amount not to exceed \$4,000,000 (the "*Bonds*"), all in accordance with the Local Government Debt Reform Act of the State of Illinois, as amended (the "*Act*"); and

WHEREAS, the revenue sources that will be pledged to the payment of the principal of and interest on the Bonds will be (a) all money distributed to the County (other than funds allotted to the County for the use of road districts) pursuant to the Motor Fuel Tax Law of the State of Illinois, as amended, and legally available for the payment of the principal of and interest on the Bonds, or any substitute therefor as provided by the State of Illinois in the future, and (b) proceeds derived by the County from the levy and collection of the matching tax authorized by Section 5-603 of the Illinois Highway Code, as amended (collectively, the "*Pledged Revenues*"); and

WHEREAS, if the Pledged Revenues are insufficient to pay the Bonds, ad valorem property taxes upon all taxable property in the County without limitation as to rate or amount are authorized to be extended to pay the principal of and interest on the Bonds:

NOW, THEREFORE, It Is Hereby Ordained by the County Board of The County of Winnebago, Illinois, as follows:

Section 1. Incorporation of Preambles. The Board hereby finds that all of the recitals contained in the preambles to this Ordinance are full, true and correct and does incorporate them into this Ordinance by this reference.

Section 2. Determination To Issue Bonds. In order to construct, maintain and improve County highways, roads and bridges, it is necessary and in the best interests of the County that the County borrow an amount not to exceed \$4,000,000 and, in evidence thereof, the Bonds are hereby authorized to be issued and sold in an aggregate principal amount not to exceed \$4,000,000.

Section 3. Publication. This Ordinance, together with a notice in the statutory form, shall be published in the *Rockford Journal*, being a newspaper having general circulation in the County. If no petition, signed by not less than 13,611 electors of the County (said number of electors being equal to 7.5% of the registered voters in the County) asking that the question of the issuance of the Bonds be submitted to referendum, is filed with the County Clerk of the County (the "*County Clerk*") within thirty (30) days after the date of the publication of this Ordinance and said notice, then the Bonds shall be authorized to be issued. A petition form shall be provided by the County Clerk to any individual requesting one.

Section 4. Additional Ordinances. If no petition meeting the requirements of applicable law is filed during the petition period hereinabove referred to, then the Board may adopt additional ordinances or proceedings supplementing or amending this Ordinance providing for the issuance and sale of the Bonds, and prescribing all the details of the Bonds, so long as the maximum aggregate principal amount of the Bonds as set forth in this Ordinance is not exceeded and there is no material change in the purposes described herein. Such additional ordinances or proceedings shall in all instances become effective immediately without publication or posting or any further

act or requirement. This Ordinance, together with such additional ordinances or proceedings, shall constitute complete authority for the County to issue the Bonds in accordance with applicable law.

Section 5. Severability. If any section, paragraph, clause or provision of this Ordinance shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this Ordinance.

Section 6. Repealer and Effective Date. All ordinances, resolutions or orders, or parts thereof, in conflict with the provisions of this Ordinance are to the extent of such conflict hereby repealed and this Ordinance shall be in full force and effect forthwith upon its adoption.

PASSED by the County Board of The County of Winnebago, Illinois, this 23rd day of January, 2020.

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

ATTEST

County Clerk,
The County of Winnebago, Illinois

**NOTICE OF INTENT TO ISSUE BONDS
AND RIGHT TO FILE PETITION**

NOTICE IS HEREBY GIVEN that pursuant to Ordinance No. _____ (the "*Ordinance*"), adopted by the County Board of The County of Winnebago, Illinois (the "*County*"), on the 23rd day of January, 2020, the County intends to issue alternate bonds (the "*Bonds*") in an aggregate principal amount not to exceed \$4,000,000 in order to construct, maintain and improve County highways, roads and bridges. The revenue sources that will be pledged to the payment of the principal of and interest on the Bonds will be (a) all money distributed to the County (other than funds allotted to the County for the use of road districts) pursuant to the Motor Fuel Tax Law of the State of Illinois, as amended, and legally available for the payment of the principal of and interest on the Bonds, or any substitute therefor as provided by the State of Illinois in the future, and (b) proceeds derived by the County from the levy and collection of the matching tax authorized by Section 5-603 of the Illinois Highway Code, as amended. If these revenue sources are insufficient to pay the Bonds, ad valorem property taxes upon all taxable property in the County without limitation as to rate or amount are authorized to be extended to pay the principal of and interest on the Bonds. A complete copy of the Ordinance follows this notice.

NOTICE IS HEREBY FURTHER GIVEN that a petition signed by 13,611 or more electors of the County (said number of electors being equal to 7.5% of the registered voters in the County) asking that the question of the issuance of the Bonds be submitted to referendum, may be filed with the County Clerk of the County (the "*County Clerk*") within 30 days after the date of publication of the Ordinance and this notice. If such petition is filed with the County Clerk within thirty (30) days after the date of publication of the Ordinance and this notice, an election on the proposition to issue the Bonds shall be held on the 3rd day of November, 2020. The Circuit Court may declare that an emergency referendum should be held prior to said election date pursuant to the provisions of Section 2A-1.4 of the Election Code of the State of Illinois, as amended. If no such petition is filed within said thirty (30) day period, then the County shall thereafter be authorized to issue the Bonds for the purpose hereinabove provided. A form of petition is available to any individual requesting one at the office of the County Clerk.

By order of the County Board of The County of Winnebago, Illinois, this 23rd day of January, 2020.

Lori Gummow
County Clerk, The County of Winnebago,
Illinois

STATE OF ILLINOIS)
) SS
COUNTY OF WINNEBAGO)

PETITION

We, the undersigned, being registered voters of The County of Winnebago, Illinois, do hereby request that the following proposition be submitted to the voters of said County: "Shall The County of Winnebago, Illinois, be authorized to issue \$4,000,000 general obligation alternate bonds in order to construct, maintain and improve County highways, roads and bridges, as described in Ordinance No. _____, adopted by the County Board of said County on the 23rd day of January, 2020, with (a) all money distributed to said County (other than funds allotted to said County for the use of road districts) pursuant to the Motor Fuel Tax Law of the State of Illinois, as amended, and legally available for the payment of the principal of and interest on said bonds, or any substitute therefor as provided by the State of Illinois in the future, and (b) proceeds derived by said County from the levy and collection of the matching tax authorized by Section 5-603 of the Illinois Highway Code, as amended, to be the revenue sources to be used to pay the principal of and interest on said bonds, unless said revenue sources are insufficient to pay said bonds, in which case ad valorem property taxes levied upon all taxable property in said County without limitation as to rate or amount are authorized to be extended for such purpose?" be certified to the County Clerk of said County and to the Board of Election Commissioners of the City of Rockford, Winnebago and Ogle Counties, Illinois, and submitted to the electors of said County at the election to be held on November 3, 2020:

SIGNATURE	STREET ADDRESS OR RURAL ROUTE NUMBER	CITY, VILLAGE OR TOWN
_____	_____	_____, Winnebago County, Illinois
_____	_____	_____, Winnebago County, Illinois
_____	_____	_____, Winnebago County, Illinois
_____	_____	_____, Winnebago County, Illinois
_____	_____	_____, Winnebago County, Illinois
_____	_____	_____, Winnebago County, Illinois
_____	_____	_____, Winnebago County, Illinois
_____	_____	_____, Winnebago County, Illinois
_____	_____	_____, Winnebago County, Illinois
_____	_____	_____, Winnebago County, Illinois

The undersigned, being first duly sworn, deposes and certifies that he or she is at least 18 years of age, his or her residence address is _____ (Street Address), _____ (City, Village or Town), Winnebago County, Illinois, that he or she is a citizen of the United States of America, that the signatures on the foregoing petition were signed in his or her presence and are genuine, that to the best of his or her knowledge and belief the persons so signing were at the time of signing said petition registered voters of said County and that their respective residences are correctly stated therein.

Signed and sworn to before me this _____
_____ day of _____, 2020.

Illinois Notary Public

My commission expires _____

(NOTARY SEAL)

Respectfully Submitted,
FINANCE COMMITTEE

(AGREE)

(DISAGREE)

JAIME SALGADO,
FINANCE CHAIRMAN

JAIME SALGADO,
FINANCE CHAIRMAN

DAVID FIDUCCIA

DAVID FIDUCCIA

JOE HOFFMAN

JOE HOFFMAN

BURT GERL

BURT GERL

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 _____ 2020.

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

of the

COUNTY BOARD OF THE COUNTY OF WINNEBAGO, ILLINOIS

SUBMITTED BY: FINANCE COMMITTEE

2020 CR

RESOLUTION TO ENTER INTO AN INTERGOVERNMENTAL COOPERATION AGREEMENT FOR ASSESSMENT COMPLAINT INTERVENTION AND DEFENSE

WHEREAS, in 1986 the County of Winnebago, Rockford School District No. 205, the City of Rockford, the Rockford Park District, and the Rock River Water Reclamation District entered into an Intergovernmental Agreement ("IGA") to pool funds to use in the defense of property assessment complaints to help ensure fair and equitable assessments of property in Winnebago County, Illinois, and to help maintain a fair and equitable tax base; and

WHEREAS, that original IGA remains in full force and effect today; and

WHEREAS, it is in the best interests of the five governmental bodies, and their respective constituents, to modify the terms of the original IGA to provide for more structure in the continued operations under the agreement and to provide for a structured and organized manner in which other taxing bodies may in the future join as parties to the agreement.

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, enter into an Intergovernmental Cooperation Agreement with Rockford School District No. 205, the City of Rockford, the Rockford Park District, and the Rock River Water Reclamation District pursuant to which they will reaffirm and continue to operate a property assessment monitoring program to defend against property assessment complaints seeking a reduction in assessed valuation on real property before the Winnebago County Board of Review, the State of Illinois Property Tax Appeal Board, and/or through the Illinois court system.

BE IT FURTHER RESOLVED, that the terms of any Intergovernmental Cooperation Agreement entered into pursuant to the authority granted in this Resolution shall be substantially similar to those contained in the agreement which is attached to this Resolution as "Exhibit A".

BE IT FURTHER RESOLVED, that upon being notified by the County Board Chairman that he has signed the Intergovernmental Cooperation Agreement, the Winnebago County Treasurer in hereby directed to draft a check payable to "Rockford School District No. 205, F/B/O the Property Assessment Monitoring Fund Account" in the amount of Seven Thousand Six Hundred Seventy Dollars (\$7,670.00) and to mail that check to the school district as the County's initial deposit.

Respectfully submitted,

FINANCE COMMITTEE

AGREE

Jamie Salgado, Chairman

Dave Boomer

Dave Fiduccia

Burt Gerl

Joe Hoffman

Keith McDonald

Steve Schultz

DISAGREE

Jamie Salgado, Chairman

Dave Boomer

Dave Fiduccia

Burt Gurl

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 _____, 2020.

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

**AMENDED AND RESTATED
INTERGOVERNMENTAL COOPERATION AGREEMENT
FOR ASSESSMENT COMPLAINT INTERVENTION**

THIS AMENDED AND RESTATED AGREEMENT, (the “IGA”) is made effective upon the date specified herein (the “Effective Date”) by and among the following Participants Rockford School District No. 205, Winnebago and Boone Counties, Illinois (hereinafter referred to as “School District”), the County of Winnebago, a body politic and corporate, (hereinafter referred to as the “County”), the City of Rockford, a municipal corporation, (hereinafter referred to as “City”), the Rock River Water Reclamation District, a municipal corporation, formerly known as the Sanitary District of Rockford, (hereinafter referred to as “RRWRD”) and the Rockford Park District, a municipal corporation, (hereinafter referred to as “Park District”).

W I T N E S S E T H:

WHEREAS, local governmental units in Winnebago County are dependent on the real property tax as a course of revenue to provide the various services they are mandated, by State law, to provide to local citizens; and,

WHEREAS, because of the importance of the real property tax, the health of the tax base in Winnebago County is vital to the maintenance of the mandated public services; and,

WHEREAS, the School District, County, City, Park District and RRWRD in 1986 entered into an Intergovernmental Agreement (“Original IGA”) to cooperatively act to ensure fair assessments of property in Winnebago County, which agreement remains in full force and effect; and,

WHEREAS, certain terms and provisions of the Original IGA are outdated and require updating and, new taxing districts desire to join the IGA; and,

WHEREAS, the Original IGA provides for amendment of the IGA upon such amendment being placed in writing and signed by all the parties thereto; and.

WHEREAS, in order that the fair market value of real property, for property tax assessment purposes be maintained, the County, City, RRWRD, Park District and School District desire to continue cooperative activities to support the tax base, to update the terms and provisions of the IGA and to join with additional taxing districts which adopt this IGA, to continue the Property Assessment Monitoring Program to ensure fair assessments of property for all citizens of Winnebago County.

NOW, THEREFORE, upon the consideration of the mutual promises contained herein and upon further consideration of the recitals set forth, it is hereby agreed between the County, the City, the RRWRD, the Park District and the School District as follows:

I. PURPOSE AND OBJECTIVES.

The purpose of this agreement is to amend the Original IGA adopted in 1986 by and among the County, the City, the Park District, RRWRD, and the School District pursuant to the authority granted in Article VIII of said Original IGA, and to enter into an amended and restated Intergovernmental Cooperation Agreement (the "IGA") pursuant to Article VII, Section 10 of the Illinois Constitution and the Intergovernmental Cooperation Act, 5 ILCS 220/1, et seq. between the County, the City, the RRWRD, the Park District, and the School District whereby they shall establish and continue a Property Assessment Monitoring program to defend property assessment complaints seeking a reduction of the assessed valuation on real property before the Winnebago County Board of Review and the State of Illinois Property Tax Appeal Board and the appellate courts.

II. ORGANIZATION STRUCTURE.

A) A Property Assessment Monitoring Group (hereinafter referred to as the "Group") shall be formed, consisting of a representative from each Participant to this IGA.

- 1) The Group shall decide which complaints for reduction in the assessed valuation of property and which appeals to the Illinois Property Tax Appeal Board shall be defended.
- 2) The Group shall, in support of property assessments, engage, as and when necessary, qualified appraisers to conduct appraisals on selected properties, provide appraisal reviews and provide written reports to the Group or the assigned Participant.
- 3) The Group shall have the authority to direct disbursement of funds from the Property Assessment Monitoring Fund, for the purpose of defending property assessment complaints before the Winnebago County Board of Review, the Illinois Property Tax Appeal Board (PTAB) and in the Illinois Court System including payment of appraisal fees and expert witness fees.
- 4) Decisions by the Group to defend selected assessment complaints must be by a majority of a quorum of the Group; subject to the Operating Guidelines.
- 5) The Group shall assign a Participant to each selected assessment complaint, PTAB appeal and matters before the appellate courts provided that such selections shall be in accordance with the Operating Guidelines.

- 6) The Operating Guidelines, attached to this IGA as Appendix A are approved and adopted along with the IGA and shall govern the operations of the Group. The Operating Guidelines may be revised or amended in any manner not inconsistent with this IGA upon approval of the chief executive of the governing authority of all participants.

III. FUNDING.

- A) A fund, designated as the Property Assessment Monitoring Fund shall be created and shall be maintained by the School District in an account named the Property Assessment Monitoring Fund Account.
 - 1) This fund shall consist of contributions to be made to the fund by the Participants in proportion to the percent of property tax rate of each Participant.
 - 2) The initial contributions to the fund shall total the sum of \$100,000.00 and each proportionate share shall be delivered to the School District for deposit by each Participant within 14 days of adopting this IGA.
 - 3) The percentage of contribution to the fund shall be calculated according to each member's comparative percentage of tax rate then in effect.
- B) Additional fund contributions may be requested by the Group when the fund balance falls to \$20,000.00 or less. Additional fund contributions are subject to the approval of all Participants.
- C) Withdrawal of money from this fund may be authorized only by the Group.

- D) The School District shall annually prepare and send to each party an accounting of the receipts and disbursements of the fund.

IV. GROUP REPORTS.

The Group shall report to the Participants to this Agreement at least once annually, regarding the activities of the Group during the previous year.

V. EFFECTIVE DATE/TERM/TERMINATION.

The Effective Date of this IGA shall be the last date upon which the IGA is adopted by the governing authority of all Participants. Until the Effective Date, the Original IGA shall remain in full force and effect.

The term of this IGA shall commence on the Effective Date and may be terminated by the affirmative vote of the governing authority of not less than 60% of Participants according to the Participants total tax rate proportion. Any Participant may elect to withdraw from the IGA upon approving vote of that Participant's governing body and upon giving sixty (60) days' notice in writing to each of the other Participants; provided that all contributions of the withdrawing Participant are current. A Participant which withdraws shall not be entitled to withdrawal of any contributed funds.

VI. ADDITIONAL PARTICIPANTS.

Units of Local Government and Municipalities and other entities which levy taxes upon property located within Winnebago County, Illinois and which are qualified to participate under the terms of the Illinois Intergovernmental Cooperation Act may join the IGA upon the adoption of the IGA by its governing authority and payment of its proportionate share of contributions to the Property Assessment Monitoring Fund. The share payment for new participants shall be based on the most recent contribution sum approved by the parties.

VII. LIMITATION OF LIABILITY.

Each Participant shall indemnify and hold the others harmless against any loss, damage, liability, judgments, costs and reasonable attorneys' fees arising out of the Group's acts or omissions under this Agreement.

VIII. SUCCESSORS AND ASSIGNS.

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

IX. EXTENT OF AGREEMENT.

This IGA represents the entire and integrated agreement among and between the Participants and supersedes all prior agreements, negotiations and representations either written or oral and, upon the Effective Date, supersedes the Original IGA. None of the provisions of this IGA may be waived, changed, or modified except by an instrument, in writing, signed by all the Participants which are then parties to this IGA. Each participant shall separately adopt and execute this IGA.

IN WITNESS WHEREOF, the parties, as follows, adopt this IGA by approving action of each governing authority:

[SIGNATURE PAGES FOLLOW]

Winnebago County by Resolution duly adopted by the County Board, causes this Intergovernmental Agreement to be adopted and signed by its Chairman, and attested to by its Clerk on this ____ day of _____, _____.

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

ATTEST:

_____, Clerk of the County Board
Of the County of Winnebago, Illinois

IN WITNESS WHEREOF, the City of Rockford, Illinois, by Resolution duly adopted by the City Council, causes this Intergovernmental Agreement to be adopted and signed by its Mayor, and attested to by its Legal Director on this ____ day of _____, ____.

Thomas McNamara, Mayor of the
City of Rockford, Illinois

ATTEST:

Nicholas Meyer, Legal Director of the
City of Rockford, Illinois

IN WITNESS WHEREOF, the Rockford Park District, by Resolution duly adopted by the Board of Commissioners, causes this Intergovernmental Agreement to be adopted and signed by its President, and attested to by its Secretary on this _____ day of _____, _____.

President

ATTEST:

Secretary

IN WITNESS WHEREOF, the Board of Education of Rockford School District No.205, Winnebago and Boone Counties, Illinois, by Resolution duly adopted by the Rockford Board of Education, causes this Intergovernmental Agreement to be adopted and signed by its President, and attested to by its Secretary on this _____ day of _____, _____.

President

ATTEST:

Secretary

IN WITNESS WHEREOF, the Rock River Water Reclamation District, by Resolution duly adopted by the Board of Trustees, causes this Intergovernmental Agreement to be adopted and signed by its President, and attested to by its Clerk on this _____ day of _____, _____.

President

ATTEST:

Clerk

APPENDIX A

TAX ASSESSMENT DEFENSE GROUP

OPERATING GUIDELINES

DECEMBER 2019

Participants: Rockford School District No. 205 (School District)
 City of Rockford (City)
 County of Winnebago (County)
 Rockford Park District (Park District)
 Rock River Water Reclamation District (RRWRD)

In order to continue the work of defending tax assessments and supporting the health of the tax base in Winnebago County, and to address issues and current conditions, policies, procedures, laws and regulations surrounding the real property tax assessment process in Winnebago County, Illinois including the rules and procedures of the Winnebago County Board of Review (BOR), the activities of the Township Assessors, the status and rules of procedure of the Illinois Property Tax Appeal Board (PTAB) and implementation of the Intergovernmental Agreement (IGA) among the above named Participants the parties to the IGA adopt the following Operational Guidelines.

1. CONTINUED EXISTENCE AND OPERATIONS.

Each Participant recognizes that the interventions in tax assessment complaints before the BOR and property tax appeals before the PTAB have been effective in maintaining the health of the Winnebago County tax base and have successfully defended many challenges to assessments. Each Participant has expressed an intent to continue the existence and operation of the Group within the parameters of the IGA and these guidelines and continue periodic funds contributions as needed for Group activities (Fund).

2. ENTITY STATUS/REPRESENTATIVES.

The Tax Assessment Defense Group is not a legal entity, but only an informal working group under the IGA. The Group is not a committee of nor a member of any Participant. The Group has no office, staff, telephone number nor files. Each participant and or its representative is responsible for maintaining its own files and records. Any inquiry addressed to and received by the Group for copies of records or reports or other items under any state or federal law for disclosure of information shall be referred to each Participant for review and response. Any inquiry addressed to and received by an individual Participant (or its representative) for copies of records or reports or other items under any state or federal law for disclosure of information shall be referred to the individual Participant for review and response. Individual Participant responses may be shared with other Participants.

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Each Participant shall identify their respective representative as soon as possible after the effective date of the IGA. The representative may be changed at any time in the discretion of the Participant.

3. GROUP MEETINGS.

a) Periodic Meetings.

Periodic meetings of the Group are essential to discuss and approve interventions in BOR complaints and PTAB appeals. There shall be two annual meetings, one in November and one in May; and, such other meetings as need may require. The annual meetings are intended to be in person meetings at an agreed location. Other meetings may be conducted by telephone or email communication.

- The November meeting purpose will be to review assessment complaints and supporting evidence filed with the BOR, identify complaints for intervention and make assignment of each intervention to a Participant according to their comparative tax extensions. Generally, the November meeting will be scheduled approximately three weeks following the deadline for submission of taxpayer evidence to the BOR. The Rockford Township Assessor or his deputy or other designee will be invited to the meeting. The County will arrange for copies of filed complaints seeking a reduction of \$100,000.00 or more in assessment and supporting evidence to be made available to each Participant representative for review prior to the meeting. The Group will work closely with the Township Assessors on review of the filed complaints and evidence.
- The May meeting purpose is to review the final BOR decisions on intervention cases, identify any issues relating to the BOR rules and the conduct of BOR hearings and discussion of any issues which arose during the most recent BOR hearings and decisions. Status of the funds account will be reviewed and recommendations for supplementing contributions discussed. The School District will provide a copy of account transactions for the 12-month period ending the prior April 30.
- Other meetings may be requested by any Participant representative for purposes of selection of an appraiser and approval of appraisal prices, settlement of pending PTAB appeals, assignment of PTAB interventions and attendance at BOR rules meetings as well as deliberations.
- Participants are encouraged to attend the deliberations of the BOR and any rule making meetings conducted by the BOR regarding complaint hearings. Participants who attend such deliberations and meetings are encouraged to report significant information to the Group.

Assessment complaints must be filed with the BOR generally within thirty (30) days after publication of assessments. This date may vary depending on the date of

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publication; but, generally occurs prior to the last day of August. In addition, evidence in support of assessment complaints must, in general, be filed by mid-October (although the specific dates are dependent on the date of publication of assessments). Written evidence by intervenors must be submitted to the BOR by a specific date (in 2018 tax cases, the submission deadline was January 10, 2019).

b) CONDUCT OF MEETINGS.

Meetings will be scheduled in accommodation of the Participant's representatives' schedules. Meeting notice may be sent by any Participant representative in writing, verbally or via electronic communication. Any such notice will include the date, time and location of the meeting.

Group decisions are anticipated to be made in a unanimous fashion; however, in the event of a dispute or a non-unanimous decision, a majority of a quorum at such meeting shall govern the non-unanimous decision.

Intervention in assessment complaints and intervention in or appeals to PTAB on behalf of the Group shall be the subject of Group approval; provided, that Participants are not limited nor restricted in pursuing separate interventions, PTAB appeals or intervention in PTAB appeals. In the event a Participant acts independently of the Group, Group funds shall not be used to pay costs or fees of the independently acting Participant.

4. FUNDS EXPENDITURES.

All expenditures from the Fund require approval of the Group. The Fund will be held by the School District in an account and disbursed only upon direction of the Group.

- The Fund may be expended for the cost of full or review appraisals (including the appraiser fees and reproduction expense) and expert witness fees and costs. Appraisals are direct pay expenditures such that invoices are submitted to the Group for direct payment to the appraiser

5. ASSIGNMENT OF CASES/AUTHORITY.

The assignment of cases to a Participant shall occur at a Group annual or special meeting. It is anticipated that assessment complaints will be divided among participants in roughly the proportion of each participants tax rate. For example, if there are ten complaints, then they would be roughly divided among participants according to their relative tax rate. The School District would have at least 4-5 cases, the City 2-3 cases, the Park District and RRWRD 1 case each. The County will have no cases as it represents the Board of Review.

- Assignment of cases to Participant's are intended to be consensual. A Participant is required to take at least the minimum number of assessment complaint interventions indicated by their respective comparative tax rates. The comparative tax rates of Participants will be computed at the November meeting. However, a Participant may voluntarily take additional cases. PTAB appeal interventions and

APPENDIX A

appeal filing shall not be subject to allocation but shall be subject to Group agreement.

- Once a case is assigned to a Participant, the Participant is expected and entitled to make all relevant decisions as to the nature and extent of evidence submission. The attorney/client relationship will exist and be established between the assigned Participant and its attorney; there will not be any attorney/client relationship between an attorney and the Group. Discretion on legal decisions, positions or arguments to advance and other such matters lies exclusively with the Participant and its attorney; provided, that such attorney may in the exercise of discretion, consult with the Group and provide periodic updates.
- Once assigned, the Participant must immediately select its attorney and attend all hearings before the BOR, PTAB and any appellate courts. The Participant is responsible for compliance with all relevant laws, rules and regulations relative to submissions, appearances and conduct before such bodies. Participants must notify the Group as to selection of counsel. Participants may use the same counsel.
- A case assigned Participant has full authority to independently determine all issues relating to such assigned case, including, without limitation, stipulations and settlement. Provided, however, such participant is encouraged to consult with the Group on settlement issues.

6. APPRAISERS AND APPRAISALS.

There are a limited number of appraisers locally. Participants are encouraged to inquire of the availability of local appraisers in order to identify those appraisers which have the necessary local knowledge, experience and training to both prepare review and full appraisals and the ability to testify at hearings. However, obtaining a review appraisal to opine on the values obtained by a taxpayer appraisal may guide decisions on whether or how to proceed in defense of an assessment complaint. In most cases, an appraisal must be obtained as evidence before PTAB.

Selection of an appraiser and a fee quote should be submitted to the Group for approval and to facilitate subsequent funds expenditures.

Appraisals should be viewed as not only evidence of value but also as a negotiation tool for settlement discussions. Where an assessment complaint is filed with an appraisal, the assigned Participant is encouraged to seek a review appraisal in order to judge whether the submitted evidentiary appraisal is valid and reasonable.

7. GROUP REPORTS.

Following the May annual meeting the Group shall develop and approve an annual report to Participants which shall include, but not be limited to a listing of cases and interventions, final BOR decisions and the total preserved and/or lost assessment value

APPENDIX A

from such cases. The annual report is intended to be prepared at the expense of participants.

8. REVISION OF GUIDELINES.

The operating guidelines may be revised and amended upon the written approval of the chief executive of the governing authority of each Participant and become effective upon the last approval of all such executives.

William Emmert

From: Thomas Bueschel <t_bueschel@sbcglobal.net>
Sent: Tuesday, December 17, 2019 10:11 AM
To: 'Yashekia Simpkins'; 'Lafakeria Vaughn'; William Emmert; Michael Scheurich; J Hanley
Cc: 'Lori Hoadley'; Sara Hohe; Denise
Subject: Revised IGA
Attachments: Draft Appendix V3 Revised 12172019.pdf; Final Draft Amended IGA V3 revised12172019.pdf

Due to the recent withdrawal of Cherry Valley Township, we are left with the original five participants in the IGA, at least initially (additional members may join later). The total proportions of contributions will change slightly with the withdrawal of both Cherry Valley and the Forest Preserve. My calculations using the 2018 rates indicate the breakdown as :

- City (including the library levy) rate: 3.6084
- RPS 205 rate: 7.3508
- Park District rate: 1.0963
- County rate: 1.0173
- RRWRD rate: 0.1964
- TOTAL 13.2692

Percentages:		Contributions:
City:	27.19%	\$27,190.00
RPS 205:	55.40%	\$55,400.00
Park Dist.:	8.26%	\$ 8,260.00
County:	7.67%	\$ 7,670.00
RRWRD:	<u>1.48%</u>	<u>\$ 1,480.00</u>
	100.00%	\$100,000.00

I view the attachments as the final version of the IGAS and ready for adoption by the participants. Please confirm receipt.

Best, Tom

Thomas A. Bueschel, Attorney at Law

Bueschel & Calgaro

120 West State Street #300

Rockford, Illinois 61101

T: 815-987-4000

F: 815-987-9889

E: t_bueschel@sbcglobal.net

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Sponsored by Jaime Salgado,
County Board Member

RESOLUTION

of the

COUNTY BOARD OF THE COUNTY OF WINNEBAGO, ILLINOIS

SUBMITTED BY: FINANCE COMMITTEE

2020 CR

RESOLUTION AUTHORIZING THE SETTLEMENT OF PENDING LITIGATION

WHEREAS, *JOHN BATES vs. WINNEBAGO COUNTY AND THOMAS WARMOTH AND NATHAN FEY*, is a pending civil action against the United States District Court for the Northern District of Illinois, Western Division, as case number 18 CV 50006; 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 Twenty Thousand Dollars (\$20,000.00); and

WHEREAS, the Finance Committee, after having reviewed the facts and circumstances of the aforementioned case and after having conferred with the Winnebago County State's Attorney, through her assistant, has determined it is in the best interests of the citizens of Winnebago County to settle this 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 Twenty Thousand Dollars (\$20,000.00).

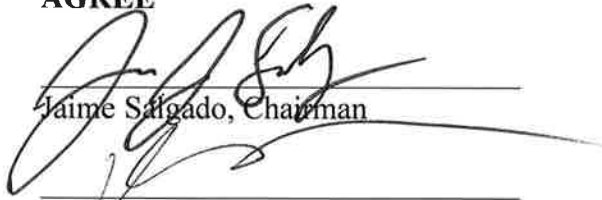
BE IT FURTHER RESOLVED that the Winnebago County Treasurer, Winnebago County Clerk, and Winnebago County Finance Department are authorized and directed to prepare and deliver to the Winnebago County State's Attorney one or more County Warrants totaling \$20,000.00, payable as directed by the State's Attorney.

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

Respectfully submitted,

FINANCE COMMITTEE

AGREE


Jaime Salgado, Chairman

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 _____, 2020.

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

2020 Fiscal YearFinance: December 12,
2019Lay Over: December 19,
2019

Sponsored by:

Final Vote: January 9, 2020

Jaime Salgado, Finance Committee Chairman

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
		<u>Total Adjustment:</u>		<u>\$133,479</u>

(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
Expenditures							
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
		Subtotal		\$105,744
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
		Subtotal		\$6,805
			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
		Subtotal		\$9,675
		TOTAL		\$133,479

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
		<u>Total Adjustment:</u>		<u>\$82,905</u>

(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
Expenditures							
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	Getac S410 G2 Semi-Rugged 14" Notebook*	\$2,612	\$49,623
	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	Getac Warranty Uplift (Year 4 & 5)	\$288	\$5,463
19	Getac S410 Havis Vehicle Dock w/ RF	\$850	\$16,141
19	Getac Lind 12-16v DC Vehicle Adapter/ Charger	\$105	\$1,994
19	Getac 120W 11-16V Vehicle Adapter (Bare Wire) - 3-Year Warranty	\$103	\$1,961
19	Getac Antenna - Cell/LTE - Wi-Fi - GNSS - 19ft Coax - Black - Threaded Bolt	\$156	\$2,972
	LABOR		
19	Tri-City Installation Services	\$250	\$4,750
			\$82,905

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

OPERATIONS & ADMINISTRATIVE COMMITTEE

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

Sponsored by: Keith McDonald

Submitted by: Operations & Administrative Committee

2020 CR

RESOLUTION TO PAY FOR EMERGENCY PURCHASE FOR FIREYE MAINTENANCE

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, in Section 2-332(f) of the Purchasing Ordinance, allowance is made for emergency purchases defined as Procurement obtained in circumstances which include threats to public health or safety, where immediate repairs to county property are required to protect or prevent against further loss or damage, or where immediate action is needed to prevent or minimize serious disruption to County services; and,

WHEREAS, an emergency situation occurred in that the annual renewal of maintenance and advanced threat intelligence subscription for the FireEye cyber defense apparatus was due on December 12, 2019 and was missed; and,

WHEREAS, the administrative processes were not completed in time to meet this timeline of annual renewal and FireEye extended the renewal date to December 30, 2019; and,

WHEREAS, the Operations and Administrative Committee of the County Board for the County of Winnebago, Illinois, has reviewed Resolution Exhibit A – Emergency Quote and Exhibit B – Emergency Purchase Justification form received for the aforementioned project and recommends awarding the agreement; and,

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

19500 - 43166

NOW, THEREFORE, BE IT RESOLVED, by the County Board of the County of Winnebago, to pay to CDW Government for the aforementioned services totaling FIFTY FOUR THOUSAND NINE HUNDRED AND NINETY NINE DOLLARS AND EIGHTY FOUR CENTS (\$54,999.84).

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 Chief Information Officer, Interim County Administrator, Director of Purchasing, Finance Director, County Board Office 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 _____ 2020.

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

QUOTE CONFIRMATION



DEAR DAN MAGERS,

Thank you for considering CDW•G for your computing needs. The details of your quote are below. [Click here](#) to convert your quote to an order.

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
LCTC546	12/17/2019	LCPX765	5336053	\$54,999.84

QUOTE DETAILS

ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
<u>FireEye Platinum - extended service agreement (renewal) - 1 year - shipment</u> Mfg. Part#: RN-7400NX-PTM1Y UNSPSC: 81111811 Electronic distribution - NO MEDIA Contract: National IPA Technology Solutions (2018011-01)	2	3568511	\$12,820.68	\$25,641.36
<u>FireEye Advanced Threat Intelligence cloud 2-way - subscription license ren</u> Mfg. Part#: RN-7400NX-2WATI1Y UNSPSC: 43233205 Electronic distribution - NO MEDIA Contract: National IPA Technology Solutions (2018011-01)	2	4366700	\$14,679.24	\$29,358.48

PURCHASER BILLING INFO

Billing Address:

COUNTY OF WINNEBAGO
404 ELM ST STE 506 RM 202
ROCKFORD, IL 61101-1225
Phone: (815) 319-4444

Payment Terms: Net 30 Days-Govt State/Local

DELIVER TO

Shipping Address:

WINNEBAGO COUNTY CLERK
404 ELM ST STE 104
ROCKFORD, IL 61101-1276

Shipping Method: ELECTRONIC DISTRIBUTION

SUBTOTAL

\$54,999.84

SHIPPING

\$0.00

SALES TAX

\$0.00

GRAND TOTAL

\$54,999.84

Please remit payments to:

CDW Government
75 Remittance Drive
Suite 1515
Chicago, IL 60675-1515

Need Assistance? CDW•G SALES CONTACT INFORMATION



Philippe Stapp

(866) 551-9995

philsta@cdwg.com

This quote is subject to CDW's Terms and Conditions of Sales and Service Projects at <http://www.cdwg.com/content/terms-conditions/product-sales.aspx>
For more information, contact a CDW account manager

© 2019 CDW•G LLC, 200 N. Milwaukee Avenue, Vernon Hills, IL 60061 | 800.808.4239

Bill To

RESOLUTION EXHIBIT B

Purchase Order



County of Winnebago

404 Elm Street
Rockford, Illinois 61101
(815) 319-4380
purchasing@WinColL.us

Fiscal Year 2020

Page: 1 of 1

THIS NUMBER MUST APPEAR ON ALL INVOICES,
PACKAGES AND SHIPPING PAPERS.

PURCHASE ORDER #

200049

Delivery must be made within doors of specified destination.

VENDOR:

CDW GOVERNMENT INC
230 N MILWAUKEE AVE
VERNON HILLS, IL 60061

SHIP TO:

WINN CO DEPT OF IT
404 ELM ST RM 506
ROCKFORD, IL 61101

VENDOR PHONE NUMBER		CONTRACT NUMBER		REQUISITION NUMBER	DELIVERY REFERENCE
312-405-9093				78	
DATE ORDERED	VENDOR NUMBER	DATE REQUIRED	FREIGHT METHOD		DEPARTMENT/LOCATION
12/18/2019	2026	12/18/2019			DoIT - Dept of Info Tech
NOTES					

FireEye Service Agreement EMER

The Above Purchase Order Number Must Appear On All Correspondence - Packing Sheets And Bills Of Lading

ITEM #	DESCRIPTION / PART #	QTY	UOM	UNIT PRICE	EXTENDED PRICE
1	FireEye Extended Service Agreement (renewal) 19500 - 43166	2.0	EACH	\$12,820.68	\$25,641.36
2	FireEye Advanced Threat Intelligence subscription license renewal 19500 - 43166	2.0	EACH	\$14,679.24	\$29,358.48

EMERGENCY PURCHASE

SHIPPING TERMS: FOB Rockford

PAYMENT TERMS: Per the IL Prompt Payment Act

FEIN: 36-6006681

IL Sales Tax Exemption ID: E9992-3963-07

INVOICE TO:

AccountsPayable@wincoil.us or MAIL TO:
County of Winnebago Accounts Payable
404 Elm St. Room 520
Rockford, IL 61101

Purchase Order Total

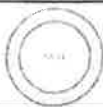
\$54,999.84

By accepting and filling this Order, and or part thereof,
Vendor thereby agrees to, and shall be bound by the
County's Purchase Order Terms and Conditions.

County of Winnebago

Ann Johns, Director of Purchasing

Ann Johns 12/18/19



EMERGENCY PURCHASE JUSTIFICATION FORM

(PLEASE COMPLETE AND ATTACH TO MUNIS REQUISITION)

ORG / OBJ CODE	19500/43166	DEPARTMENT	WinCo DoIT		
MANUFACTURER	FireEye	PRODUCT	<input checked="" type="checkbox"/>	SERVICE	<input checked="" type="checkbox"/>
DEPARTMENT CONTACT	Gus Gentner	PHONE/EMAIL	8153194305 / gus@wincoil.us		

DESCRIBE ITEM OR SERVICE BEING PURCHASED IN AN EMERGENCY:

FireEye platinum extended service agreement - 1yr renewal.
FireEye Advanced Threat Protection subscription 1 yr renewal.

WHY DO YOU CONSIDER THIS AN EMERGENCY PURCHASE?

The Service and Advanced Threat Intelligence expired on 12/12/2019. Effective 12/13/2019 we began operation on a temporary license through December 30, 2019.

REQUESTED SOURCE	CDWG	CONTACT	Philippe Stapp
EMAIL or PHONE	philsta@cdwg.com	WEBSITE	www.cdwg.com

IF THIS EMERGENCY PURCHASE EXCEEDS \$25,000 (PRODUCTS) OR \$50,000 (SERVICES) IN VALUE, THEN A FOLLOW UP RESOLUTION AT THE NEXT APPROPRIATE COMMITTEE AND BOARD MEETING IS MANDATORY.

LIST DETAILS BELOW:

The purchase is budget neutral. This is budgeted in the 2020 WinCo DoIT 19500 budget.

WHICH COMMITTEE WILL BE USED FOR THE FOLLOW UP, IF REQUIRED?

Operations

WinCo DoIT

REQUESTING DEPT

12/18/19

DATE REQUESTED

Philippe Stapp

PURCHASING DEPT

12/18/19

REVIEW DATE

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

Sponsored by: Keith McDonald

Submitted by: Operations & Administrative Committee

2020 CR

**RESOLUTION AWARDING A & E SERVICES FOR
JUVENILE DETENTION CENTER ROOF REPLACEMENT**

WHEREAS, Winnebago County requires A & E Services for the Juvenile Detention Center roof replacement project at 5350 Northrock Drive, Rockford, Illinois 61103; and,

WHEREAS, qualifications and a proposal have been obtained from Richard L. Johnson Associates, that specialize in both architectural and engineering services; and

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, this is a professional service, it is not subject to competitive bidding according to Section 2-357 (d) of the Winnebago County Code; and,

WHEREAS, the Operations and Administrative Committee of the County Board for the County of Winnebago, Illinois, has reviewed Resolution Exhibit A - received for the aforementioned project and recommends awarding the agreement; and,

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

43100 - 46320

NOW, THEREFORE, BE IT RESOLVED, by the County Board of the County of Winnebago, Illinois that the Winnebago County Chairman is authorized to execute an agreement with RICHARD L. JOHNSON ASSOCIATES, 4703 CHARLES STREET, ROCKFORD, ILLINOIS 61108, in substantially the same form as that attached hereto as Resolution Exhibit A.

BE IT FURTHER RESOLVED, that this Resolution shall be in full force and effective immediately upon its adoption and the Clerk of the County Board is hereby authorized to prepare and deliver certified copies of this Resolution to the Interim County Administrator, Director of Purchasing, Finance Director, Facilities Engineer, County Board Office 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 _____ 2020.

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

OWNER / ARCHITECT AGREEMENT

Re-Roof Work at Juvenile Detention Center

THIS AGREEMENT,

made this 23rd day of October, 2019, between WINNEBAGO COUNTY, Rockford, Illinois, hereinafter called the OWNER and RICHARD L. JOHNSON ASSOCIATES, INC., Architects / Interior Designers, hereinafter called the ARCHITECT

WITNESSETH,

that whereas the Owner intends to have the Architect prepare Re-Roof Documents for the Juvenile Detention Center, Rockford, IL; hereafter called the Project.

ARTICLE 1. ARCHITECT'S BASIC SERVICES

- 1.1 Architect shall meet with Winnebago County representative to define the scope of the Re-Roof project. The rooftop air handlers will remain in place when roofing replaced.
- 1.2 The following drawings and documents will be included in the bidding documents:
 - 1.2.1 Site Plan, Roof Plans and details as required.
 - 1.2.2 Specification Manual.
 - 1.2.3 Cost Estimate
- 1.3 Assist Owner to bid the project:
 - 1.3.1 Develop list of qualified bidders
 - 1.3.2 Issue bidding documents to bidders
 - 1.3.3 Answer bidder's questions during bidding
 - 1.3.4 Prepare addenda and issue to bidders of changes made during bidding
 - 1.3.5 Review bids with Owner and provide recommendations
- 1.4 Assist the Owner to construct the project:
 - 1.4.1 Prepare Owner/Contractor Agreements for signature
 - 1.4.2 Review shop drawings and all product submittals
 - 1.4.3 Attend job meetings, take notes and distribute to all participants
 - 1.4.4 Visit site periodically, observe progress and conformance to construction documents
 - 1.4.5 Review contractor pay requests and recommend payment
 - 1.4.6 Review construction changes initiated by Owner, Contractor and Architect and recommend acceptance or rejection upon reviewing cost implications
 - 1.4.7 Prepare "punch lists" of work items remaining and verify their completion
 - 1.4.8 Receive "as-built" drawings from Contractor and submit to Owner
 - 1.4.9 Prepare substantial and final completion paperwork

ARTICLE 2. OWNER'S RESPONSIBILITIES

- 2.1 The Owner shall provide access to the building site.
- 2.2 The Owner shall furnish site plan, floor plan, roof plan and all available information to the Architect.

OWNER / ARCHITECT AGREEMENT

Re-Roof Work at Juvenile Detention Center

ARTICLE 3. ARCHITECT'S COMPENSATION

- 3.1 The Architect agrees to provide the Basic Services as set forth in 1.1 through 1.4 above based on a fee of 10% of the construction cost.
- 3.2 Compensation for Additional Services shall be based on hourly rates as shown below or on fixed fee amounts:

Hourly Rates

Principal's Time @ \$150 / hour

Structural Engineer's Time @ \$150.00 / hour

MEP Engineer's Time @ \$150.00 / hour

CAD Technician's Time @ \$90.00 / hour

Employee's Time @ 2.5 times Direct Personnel Expense not to exceed \$ 80.00 / hour

- 3.3 Compensation for reimbursable expenses shall be as described below.

3.3.1 Reproductions and photography.

3.3.2 Postage.

3.3.3 Roof Core Cuts

ARTICLE 4. PAYMENTS TO THE ARCHITECT

- 4.1 Payments to the Architect shall be made monthly and shall be in proportion to services performed and within 30 days after presentation of Architect's invoice.

ARTICLE 5. OWNERSHIP OF DOCUMENTS

- 5.1 Ownership of documents as instruments of service are and shall remain the property of the Architect.

ARTICLE 6. SUCCESSORS AND ASSIGNS

- 6.1 The Owner and the Architect respectively bind themselves, their partners, successors, assigns, and legal representatives to the other party to the Agreement and to the partners, successors, assigns, and legal representatives of such other party with respect to all covenants of this Agreement. Neither the Owner nor the Architect shall assign, sublet or transfer any interest in the Agreement without the written consent of the other.

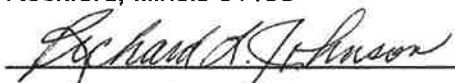
OWNER

Winnebago County
404 Elm Street
Rockford, Illinois 61101

Date: _____

ARCHITECT

Richard L. Johnson Associates, Inc
4703 Charles Street
Rockford, Illinois 61108



Date: 10/23/19

Submitted by: Keith McDonald

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

SUBMITTED BY: OPERATIONS AND ADMINISTRATIVE COMMITTEE

2020-CR-

**RESOLUTION TO CHANGE HOURS OF THE COUNTY CLERK'S OFFICE ON
ELECTION DAY**

WHEREAS, the County Board of the County of Winnebago, Illinois, may change the hours of operation of the office of the County Clerk by resolution passed at a regular meeting of the County Board pursuant to 55 ILCS 5/3-2007.; and

WHEREAS, the County Clerk is an Election Authority pursuant to 10 ILCS 5/1-3; and

WHEREAS, the date of the Primary Election is March 17, 2020; and

WHEREAS, Public Act 98-1171 was signed into law effective June 1, 2015, requiring Election Authorities to allow same day voter registration in their offices on Election Day; and

WHEREAS, the County Board finds that the County Clerk's office shall be engaged in the duties of an Election Authority on March 17, 2020; and

WHEREAS, the County Board finds that the County Clerk will not be able to perform its normal duties other than the primary duties of the Election Authority due to the election on March 17, 2020.

NOW, THEREFORE, BE IT RESOLVED, by the County Board of the County of Winnebago that the County Clerk's office of the County of Winnebago shall not perform any duties other than those pertaining to the Primary Election on March 17, 2020, and the County Clerk's office shall be closed to all other services on March 17, 2020, with the exception of election-related services.

BE IT FURTHER RESOLVED, that the County Clerk shall publish and post notice of this change in services.

BE IT FURTHER RESOLVED, that this Resolution shall be in full force and effect immediately upon its full adoption and completion of the aforementioned,

BE IT FURTHER RESOLVED, that the Clerk of the County Board is hereby directed to prepare and deliver certified copies of the Resolution to the Winnebago County Board Chairman, to the appropriate media outlets and to post the same on the County website.

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 _____, 2020.

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

Sponsored by: Jean Crosby and John Butitta

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

SUBMITTED BY: OPERATIONS AND ADMINISTRATIVE COMMITTEE

2020 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,

**Operations and Administrative
Committee**

Keith McDonald, Chairman

Paul Arena

Frank Butitta

Jean Crosby

Joe Hoffman

Dorothy Redd

Jaime Salgado

APPROVED this _____ day of _____, 2020 by the
County Board of the County of Winnebago, Illinois.

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

Attested by:

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

Ayes: _____ Nays: _____ Absent: _____

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

**SUBMITTED BY: FINANCE AND OPERATIONS AND
ADMINISTRATIVE COMMITTEES**

2020 CR

**RESOLUTION AUTHORIZING EXECUTION OF INTERGOVERNMENTAL
COOPERATION AGREEMENT AMONG THE COUNTY OF WINNEBAGO,
ILLINOIS, THE CITY OF LOVES PARK, THE VILLAGE OF MACHESNEY
PARK, THE VILLAGE OF CHERRY VALLEY, THE VILLAGE OF DURAND,
THE VILLAGE OF PECATONICA, THE VILLAGE OF ROCKTON, THE
VILLAGE OF ROSCOE, THE CITY OF SOUTH BELOIT AND THE VILLAGE
OF WINNEBAGO**

WHEREAS, the County of Winnebago wishes to enter into an Intergovernmental Agreement with the City of Loves Park, the Village of Machesney Park, the Village of Cherry Valley, the Village of Durand, the Village of Pecatonica, the Village of Rockton, the Village of Roscoe, the City of South Beloit and the Village of Winnebago for the financial contribution to the County to assist in funding of the County Public Safety Answering Point ("PSAP"); and

WHEREAS, the County and the above-referenced municipalities have agreed to an Intergovernmental Agreement outlining the obligations of the County and the municipalities, a copy of the agreement is substantially the same as that attached as Exhibit A to this Resolution.

NOW, THEREFORE, BE IT RESOLVED, that the Chairman of the County Board of the County of Winnebago is authorized and directed to execute an intergovernmental agreement with the City of Loves Park, the Village of Machesney Park, the Village of Cherry Valley, the Village of Durand, the Village of Pecatonica, the Village of Rockton, the Village of Roscoe, the City of South Beloit and the Village of Winnebago for the financial contribution to the County to assist in funding of the County Public Safety Answering Point ("PSAP");, which is substantially similar to the attached Exhibit A.

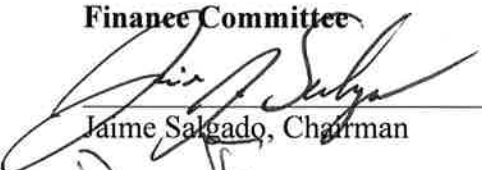
BE IT FURTHER RESOLVED, that this Resolution shall be in full force and effect immediately upon its adoption by the County and the City of Loves Park, the Village of Machesney Park, the Village of Cherry Valley, the Village of Durand, the

Village of Pecatonica, the Village of Rockton, the Village of Roscoe, the City of South Beloit and the Village of Winnebago.


BE IT FURTHER RESOLVED, that the Clerk of the County Board is hereby authorized to prepare and deliver certified copies of this Resolution to the mayors of the City of Loves Park, the Village of Machesney Park, the Village of Cherry Valley, the Village of Durand, the Village of Pecatonica, the Village of Rockton, the Village of Roscoe, the City of South Beloit and the Village of Winnebago and to the Sheriff of Winnebago County.

Respectfully submitted,

Finance Committee


Jaime Salgado, Chairman


Dave Fiduccia


Joe Hoffman

Steve Schultz


Dave Boomer



Burt Gerl


Keith McDonald

Operations and Administrative Committee

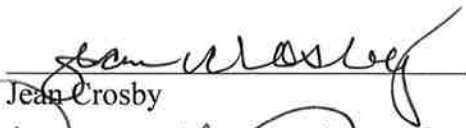

Keith McDonald, Chairman


Frank Butitta


Joe Hoffman

Jaime Salgado


Paul Arena


Jean Crosby


Dorothy Redd

The above and foregoing Resolution was adopted by the County Board of the County of Winnebago, Illinois, on the _____ day of _____, 2020.

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

ATTEST:

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

INTERGOVERNMENTAL AGREEMENT AMONG THE COUNTY OF WINNEBAGO, ILLINOIS, THE CITY OF LOVES PARK, THE VILLAGE OF MACHESNEY PARK, THE VILLAGE OF CHERRY VALLEY, THE VILLAGE OF DURAND, THE VILLAGE OF PECATONICA, THE VILLAGE OF ROCKTON, THE VILLAGE OF ROSCOE, THE CITY OF SOUTH BELOIT AND THE VILLAGE OF WINNEBAGO

This Intergovernmental Agreement ("**Agreement**") is made this ____ day of January 2020 by and among the City of Loves Park, the Village of Machesney Park, the Village of Cherry Valley, the Village of Durand, the Village of Pecatonica, the Village of Rockton, the Village of Roscoe, the City of South Beloit and the Village of Winnebago, each being Illinois municipal corporations and bodies politic (any single municipality is hereinafter referred to as a "**Municipality**" and collectively as "**Municipalities**") and the County of Winnebago, Illinois, an Illinois body politic ("**County**"). Any Municipality or County shall be referred to as "**Party**" while both the Municipalities and County shall be referred to as "**Parties**".

WHEREAS, the Winnebago County Central Dispatch System PSAP Center ("**PSAP**" or "**Public Safety Answering Point**") provides call taking and dispatching of 9-1-1 calls ("**PSAP Operations**") for the Parties pursuant to a 9-1-1 system plan ("**Plan**") approved by the Illinois Commerce Commission in 1990, as amended in 2005, and which Plan is now administered by the Illinois State Police; and

WHEREAS, the County acknowledges it is responsible and financially obligated to pay for the call taking of 9-1-1 calls, but the Municipalities and County disagree as to whether that includes the dispatching of those calls; and

WHEREAS, the Municipalities recognize the financial challenges of the County in providing 9-1-1 services and are willing to contribute funding to provide additional revenue to support the maintenance of quality PSAP Operations if the PSAP Board (as hereinafter defined), is created; and

WHEREAS, at the request of the County, the Municipalities have agreed to provide contributions towards the County's funding of the PSAP; and

WHEREAS, the Parties further agree to the creation of an advisory board ("**PSAP Board**") so the Municipalities may provide recommendations on the PSAP Operations provided by the County; and

WHEREAS, the parties are authorized to enter into this Agreement pursuant to the authority of the Intergovernmental Cooperation Act (5 ILCS 220/1, *et seq.*) and the Constitution of the State of Illinois (Article 7; Section 10; 1970); and

WHEREAS, the Parties desire to memorialize their collaboration to ensure that the PSAP continues to provide services consistent with the laws and regulations of the State of Illinois, as may be amended from time to time; and

WHEREAS, the payment obligations identified in this Agreement shall not be deemed as an acknowledgement or assumption by any of the Municipalities of any obligation or responsibility of them to provide or contribute to the cost associated with PSAP Operations or dispatching of 9-1-1 calls nor is this Agreement an acknowledgement or assumption by the County of its obligation or responsibility to perform dispatching of 9-1-1 calls.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein, the sufficiency of which is acknowledged, the Parties agree as follows:

- 1) **Incorporation of Recitals.** The above recitals are incorporated in this Agreement by this reference and made a part of this Agreement.
- 2) **Term of Agreement.** This Agreement shall be retroactively effective as of October 1, 2019 and the initial term shall run through September 30, 2023 and shall automatically renew from year to year thereafter, subject to each Party's right to terminate as indicated in paragraph 12 and to comply with the payment obligations set forth herein.
- 3) **Contribution by Municipalities.** The Municipalities agree to pay annually, through the initial term of this Agreement, the total aggregate amount of Five Hundred Thousand Dollars (\$500,000) through the amounts listed on Exhibit A to the Agreement, according to the timing set forth in Paragraph 4 below, to be utilized by the County towards costs associated with the PSAP ("Contribution"). Each Municipality shall pay its respective portion of the annual Contribution as indicated in Exhibit A. Prior to September 30, 2023, and each succeeding year, Exhibit A shall be amended according to the process set forth in paragraph 10 below. References to "year" or "years" in this Agreement shall refer to fiscal years of the County which begin on October 1st and end on September 30th of each year.
- 4) **Timing of Payments.** The annual payments in Exhibit A, and any subsequent amendment thereto, shall be made in four (4) equal installments paid to the County on or before January 1, April 1, July 1 and October 1 of each year. The first installment due pursuant to this Agreement shall be made within ten (10) business days of the final Party signing this Agreement and shall be the first of four payments to be applied to the contribution for County fiscal year 2020 with the second of four installments due on February 1, 2020.
- 5) **Authorization for Funding.** Each Party to this Agreement shall take all required actions to authorize the funds necessary to meet its agreed-upon allocation of the Contributions set forth in Exhibit A.
- 6) **Creation of a PSAP Board.** A PSAP Board is hereby created which shall consist of one member appointed by resolution from the governing authority of each of the Parties hereto plus a member of the Winnebago County Sheriff's Department. Each PSAP Board member may designate an alternate to attend, participate and vote on its behalf at PSAP Board meetings if the member is absent. A designated alternate must be employed by or be a member of the representative entity from which the PSAP designating member has been appointed. The Winnebago County Administrator shall be a non-voting ex officio member of the PSAP Board.

- 7) **Payment Required for Board Membership.** Continued membership on the PSAP Board by each Municipality shall be contingent upon the timely payment by each Municipality of its portion of the annual Contribution.
- 8) **Powers and Duties of Board.** The PSAP Board shall have the following powers and duties:
- a) to create and to determine the general policy of the PSAP Board;
 - b) to provide recommendations to the County regarding PSAP Operations;
 - c) to work cooperatively on issues of common concern relating to 9-1-1 service within the County;
 - d) to provide input to the County on an appropriate Budget for the PSAP to maintain a high quality of service, review historical costs relating to the PSAP and review revenues used to off-set the same; and
 - e) to hold meetings in accordance with the Open Meetings Act no less frequently than on a calendar quarter basis, at which the County will report on all operational activity of the PSAP as well as provide the PSAP Board with a financial report relating to the PSAP and its operations and provide the Municipalities with a meaningful opportunity to provide recommendations to the County.
- 9) **PSAP Operations.** The Winnebago County Sheriff shall continue to direct the PSAP operations, and all employees of the PSAP shall continue to be employees of the Sheriff's Department and the County. The PSAP shall continue to provide those services which were provided by the PSAP prior to this Agreement and such other and further services as may be required of a PSAP by law or regulation hereafter in a manner so that the Municipalities may reasonably rely upon the County's continuing to provide a consistent level of services through the PSAP.
- 10) **Audit and Budget** The County shall provide an annual statement to the Parties setting-forth all expenditures incurred by the County in operating the PSAP and the sources and amounts of revenue to pay for those expenditures. The annual statement shall be supported by an external audit prepared in accordance with generally accepted accounting practices. The County Administrator shall meet at least annually with the PSAP Board to review and discuss the annual statement and audit and identify County allocation of future funding. The Parties agree that the contributions in Exhibit A shall remain unchanged through September 30, 2023 and that the ultimate annual budget for operation of the PSAP shall be subject solely to approval of the County Board. Changes to the total contribution in Exhibit A after September 30, 2023, shall be provided to the PSAP Board no later than August 15 of the expiring budget year. The allocation of Municipal contributions in any amended Exhibit A shall be agreed upon by the Municipalities and given to the County by September 15 of each budget year. If the Municipalities are unable to agree on changes to any Municipal allocations on an amended Exhibit A, the allocation among the Municipalities will remain proportionately the same in accordance with the most recent agreed upon Exhibit A.

11) **Future Allocations.** The annual aggregate contribution for the Municipalities ("To Be Allocated" on Exhibit A) is \$500,000 and shall remain unchanged until September 30, 2023. The formula calculating new annual aggregate contribution for the Municipalities shall be based on 28% of the 9-1-1 budget for the 2024 budget year and each budget year thereafter. The annual total budget for 9-1-1 shall include personnel costs and cleaning, clothing, phone, equipment repair and maintenance and a 3% contingency. The total budget for 9-1-1 shall be calculated and sent to the municipalities by August 15, 2023 and each year thereafter as set forth in Paragraph 10 above.

12) **Termination.** Any Municipality which is a party to this Agreement may terminate its membership to the PSAP Board and its obligations created by virtue of this Agreement as follows:

- a) The terminating Municipality shall give written notice of its intent to terminate in the form of a certified copy of a resolution passed by its governing authority to the other parties to this Agreement.
- b) If a Municipality is in breach of this Agreement for failing to make its agreed upon contribution after thirty (30) days' written notice of such breach has been given to such breaching member by the County Administrator, such breach shall constitute a de facto notice of the breaching member's notice to terminate its membership.

Termination shall take effect 18 months after the date that notice is given according pursuant to paragraphs 12(a) above. Termination under 12(b) above shall take effect 60 days after written notice of the breach has been sent to the breaching Municipality. Termination of a member shall also constitute termination of its representative to the PSAP Board. The terminating Municipality shall continue to be responsible for its share of the contribution obligation through the effective date of termination as well as for any contractual obligations it has separately made with the PSAP. The remaining Municipalities shall have the opportunity to reallocate the total contribution due from them collectively upon the termination of any Municipality as indicated in this Paragraph 12.

13) **Rights Reserved.** This Agreement is not intended to change the Plan or alter any responsibility of any Party as it relates to the Plan or to the services currently provided by the PSAP. Notwithstanding anything to the contrary in this Agreement, other than the payment obligations identified in Exhibit A through September 30, 2023 or any payment obligations hereafter agreed to by the Municipalities, this Agreement shall not be deemed as an acknowledgement or assumption by any of the Municipalities of any obligation or responsibility to provide or contribute towards the cost associated with dispatching of 9-1-1 calls nor is this Agreement an acknowledgement or assumption by the County of its obligation or responsibility to perform dispatching of 9-1-1 calls without such contribution.

14) **Forbearance Agreement.** No Party to this Agreement shall take action to file suit to seek judicial determination as to whether the County or Municipalities have responsibility to pay for dispatching of 9-1-1 calls until either: (i) a Municipality provides written notice of

termination of its participation in the Agreement in accordance with paragraph 12; or (ii) the County provides 60 days' notice to the Municipality(ies).

- 15) **Admission of New Members.** The PSAP Board may, by unanimous vote, approve the addition a new Party to this Agreement subject to the new Party's agreement to make quarterly contributions in accordance with a revised Exhibit A reflecting the inclusion of the contribution of the new Party.
- 16) **Termination Existing Payment Obligations.** The Parties hereto agree that the foregoing constitutes the entire agreement among all of the Parties relating to the financial contributions to PSAP operations, and in witness whereof, the Parties have affixed their respective representative signatures on the date indicated below representing thereby full authority to enter into this Agreement. Any portions of previous agreements relating to cost allocations or contributions are hereby terminated, including but not limited to those provisions as indicated in the following agreements:
 - a) an intergovernmental cooperation agreement for police dispatching and call taking which was effective on May 1, 2006 between the County and City of Loves Park; and
 - b) an intergovernmental agreement for police services which was effective May 1, 2019, between the County and Village of Machesney Park.
- 17) **Headings.** The headings in this Agreement are for reference only and shall not affect interpretation of this agreement.
- 18) **Drafter Bias.** The parties acknowledge and agree that the terms of this Agreement are the result of on-going and extensive negotiations between the Parties, all of whom are represented by independent counsel and that this Agreement is a compilation of said negotiations. As a result, in the event that a court is asked to interpret any portion of this contract, none of the Parties shall be deemed the drafter hereof and none shall be given benefit of such presumption that may be set out by law.
- 19) **Amendments and Modification.** This Agreement shall be binding upon all Parties unless and until amended in writing by agreement of all Parties or terminated as provided herein.
- 20) **Severability.** This Agreement is severable, and the validity or unenforceability of any provision of the Agreement, or any part hereof, shall not render the remainder of this Agreement invalid or unenforceable.
- 21) **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

The County of Winnebago, Illinois

BY: _____
Frank Haney, Chairman
County Board

ATTEST: _____
Lori Gummow
Winnebago County Clerk

DATE: _____

The City of Loves Park

BY: _____
Its Mayor

ATTEST: _____
Its Clerk

DATE: _____

The Village of Machesney Park

BY: _____
Its President

ATTEST: _____
Its Clerk

DATE: _____

The Village of Cherry Valley

BY: _____
Its President

ATTEST: _____
Its Clerk

DATE: _____

The Village of Durand

BY: _____
Its President

ATTEST: _____
Its Clerk

DATE: _____

The Village of Pecatonica

BY: _____
Its President

ATTEST: _____
Its Clerk

DATE: _____

The Village of Rockton

BY: _____
Its President

ATTEST: _____
Its Clerk

DATE: _____

The Village of Roscoe

BY: _____
Its President

ATTEST: _____
Its Clerk

DATE: _____

The City of South Beloit

BY: _____
Its Mayor

ATTEST: _____
Its Clerk

DATE: _____

The Village of Winnebago

BY: _____
Its President

ATTEST: _____
Its Clerk

DATE: _____

2019 PSAP Fee Allocation

9-1-1 Fee Allocation Calculations for 2019
through September 30, 2023

	Total 9-1-1 Budget	Municipal Allocation	County Allocation
Winnebago County 2019 PSAP Budget & Call Taking Split			
Personnel (Salaries, Overtime, Insurance, IMRF, FICA)	\$1,708,909		
Other (Cleaning, clothing, phone, equip. repair & maint., 3% contingency)	\$79,507		
Executive Director (Optional)	\$0		
Total 2019 PSAP Budget (Provided by Winnebago County)	\$1,788,416	\$500,000	\$1,288,416
Base Allocation: \$ 50,000			
CAD Incident Allocation: \$ 450,000			
Total Allocation: \$ 500,000			

Allocatable Costs Determined by CAD Incident

Member Entity	Allocation by Law Enforcement CAD Incidents (2018 Final Data)			Base	Member Entity Total & Comparison to 2.13.19 Proposal		
Law Enforcement	2018 CAD Incidents	CAD % of Total CAD Incidents	Allocated CAD \$	Base Allocation	Proposed Total 2019 Cost	2.13.19 Proposal	Savings Based on 2.13.19 Proposal
Cherry Valley	6,321	7.7%	\$34,658	\$5,556	\$40,214	\$51,265	\$11,051
Durand	1,190	1.4%	\$6,525	\$5,556	\$12,080	\$18,362	\$6,282
Loves Park	26,408	32.2%	\$144,797	\$5,556	\$150,352	\$180,076	\$29,724
Machesney Park	22,470	27.4%	\$123,204	\$5,556	\$128,760	\$154,823	\$26,063
Pecatonica	1,076	1.3%	\$5,900	\$5,556	\$11,455	\$17,631	\$6,176
Rockton	7,495	9.1%	\$41,096	\$5,556	\$46,651	\$58,793	\$12,142
Roscoe	7,973	9.7%	\$43,716	\$5,556	\$49,272	\$61,859	\$12,587
South Beloit	6,874	8.4%	\$37,691	\$5,556	\$43,246	\$54,811	\$11,565
Winnebago (Village)	2,264	2.8%	\$12,414	\$5,556	\$17,969	\$25,249	\$7,280
Total	82,071	100.0%	\$450,000	\$50,000	\$500,000	\$622,869	\$122,869

EXHIBIT

A

PUBLIC WORKS COMMITTEE

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

20-CR-

**SUBMITTED BY: PUBLIC WORKS COMMITTEE
SPONSORED BY: DAVID TASSONI**

**RESOLUTION AUTHORIZING THE EXECUTION OF A JOINT FUNDING
AGREEMENT WITH THE UNITED STATES DEPARTMENT OF THE INTERIOR
GEOLOGICAL SURVEY FOR THE OPERATION OF A STREAMFLOW GAGING
STATION ON THE KISHWAUKEE RIVER**

WHEREAS the United States Department of the Interior Geological Survey has been operating a streamflow gaging station on the Kishwaukee River at the intersection of Mulford and Blackhawk Roads, known as the Perryville gaging station; and

WHEREAS because the United States Department of the Interior Geological Survey indicated that it would remove the gaging station unless it was jointly funded by another source, since October 1, 1992, the maintenance and operation of the gaging station has been jointly funded by the County of Winnebago; and

WHEREAS due to Winnebago County Highway Department concerns regarding rising shared costs the United States Department of the Interior Geological Survey suggested a five (5) year joint funding agreement locking the County's 2018 rate of \$8,640 annually for the duration of the agreement; and

WHEREAS attached hereto is a Joint Funding Agreement between the United States Department of the Interior, Geological Survey and the County of Winnebago for the Period of October 1, 2019 through September 30, 2024, whereby the U.S. Geological Survey (USGS) will provide \$28,800 (\$5,760 annually) and Winnebago County will provide \$43,200 (\$8,640 annually) toward the operation and maintenance of the Perryville Gaging Station.

NOW THEREFORE BE IT RESOLVED by the County Board of the County of Winnebago, Illinois, that the County Board Chairman is authorized to execute on behalf of the County of Winnebago the attached Joint Funding Agreement for Water Resources Investigations with the United States Department of the Interior, Geological Survey, for the operation of a streamflow gaging station on the Kishwaukee River.

BE IT FURTHER RESOLVED that the Agreement entered into shall not become effective and binding until both parties have executed it.

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

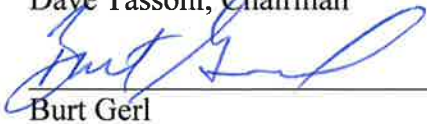
BE IT FURTHER RESOLVED, that the Clerk of the County Board is hereby directed to prepare and deliver one (1) certified copy of this Resolution to the Winnebago County Treasurer, County Auditor, Director of Purchasing, Finance Director, Board Office and Winnebago County Engineer.

**Respectfully submitted,
PUBLIC WORKS COMMITTEE**

AGREE

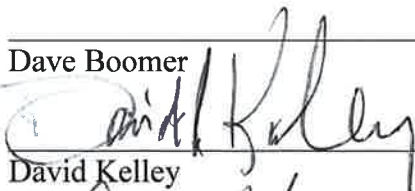


Dave Tassoni, Chairman

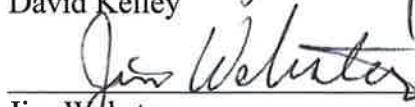


Burt Gerl

Dave Boomer



David Kelley



Jim Webster

DISAGREE

Dave Tassoni, Chairman

Burt Gerl

Dave Boomer

David Kelley

Jim Webster

The above and foregoing Resolution was adopted by the County Board of the County of Winnebago, Illinois this ____ day of _____, 2020.

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



United States Department of the Interior

U.S. GEOLOGICAL SURVEY

CENTRAL MIDWEST WATER SCIENCE CENTER

MISSOURI

ILLINOIS

IOWA

1400 Independence Rd. MS100
Rolla, MO 65401

405 N. Goodwin Ave.
Urbana, IL 61801

400 S. Clinton St. Rm 269
Iowa City, IA 52240

WINNEBAGO
NOV 12 2019
HIGHWAY DEPT

November 7, 2019

Mr. Sean Von Bergen
Civil Engineer
Winnebago County - Highway Department
424 N Springfield Ave
Rockford, IL 61101-5097

Dear Mr. Von Bergen:

Enclosed are two signed originals of our standard joint-funding agreement for the operation and maintenance of one streamflow-gaging station ON THE Kishwaukee River near Perryville, IL, during the period October 1, 2019 through September 30, 2024 in the amount of \$43,200 (\$8,640 annually) from your agency. U.S. Geological Survey contributions for this agreement are \$28,800 (\$5,760 annually) for a combined total of \$72,000 (\$14,400 annually). Please sign and return one fully-executed original to Aaron Huse at the Iowa address above.

Federal law requires that we have a signed agreement before we start or continue work. Please return the signed agreement as soon as possible. If, for any reason, the agreement cannot be signed and returned in a timely manner, please contact Jonathan Lageman by phone number (815) 752-2035 or email jlagement@usgs.gov to make alternative arrangements.

This is a fixed cost agreement to be billed annually via Down Payment Request (automated Form DI-1040). Please allow 30-days from the end of the billing period for issuance of the bill. For questions concerning invoices, please contact Aaron Huse at (319) 358-3656 or email at ahuse@usgs.gov.

The results of all work performed under this agreement will be available for publication by the U.S. Geological Survey. We look forward to continuing this and future cooperative efforts in these mutually beneficial water resources studies.

Sincerely,

Kelly Warner
Deputy Director, Central Midwest WSC

Enclosure
20NEJFA009 (2)

Form 9-1366
(May 2018)

U.S. Department of the Interior
U.S. Geological Survey
Joint Funding Agreement
FOR
Water Resource Investigations

Customer #: 6000001178
Agreement #: 20NEJFA009
Project #: NE009KT 001DK
TIN #: 36-6006601

Fixed Cost Agreement YES[X] NO[]

THIS AGREEMENT is entered into as of the October 1, 2019, by the U.S. GEOLOGICAL SURVEY, Central Midwest Water Science Center, UNITED STATES DEPARTMENT OF THE INTERIOR, party of the first part, and the Winnebago County - Highway Department party of the second part.

1. The parties hereto agree that subject to the availability of appropriations and in accordance with their respective authorities there shall be maintained in cooperation Water Resource Investigations the operation and maintenance of one streamflow-gaging station on the Kishwaukee River near Perryville, IL, herein called the program. The USGS legal authority is 43 USC 36C; 43 USC 50, and 43 USC 50b.

2. The following amounts shall be contributed to cover all of the cost of the necessary field and analytical work directly related to this program. 2(b) include In-Kind-Services in the amount of \$0.00

- (a) \$28,800 by the party of the first part during the period
October 1, 2019 to September 30, 2024
- (b) \$43,200 by the party of the second part during the period
October 1, 2019 to September 30, 2024
- (c) Contributions are provided by the party of the first part through other USGS regional or national programs,
in the amount of: \$0

Description of the USGS regional/national program:
- (d) Additional or reduced amounts by each party during the above period or succeeding periods as may be
determined by mutual agreement and set forth in an exchange of letters between the parties.
- (e) The performance period may be changed by mutual agreement and set forth in an exchange of letters
between the parties.

3. The costs of this program may be paid by either party in conformity with the laws and regulations respectively governing each party.

4. The field and analytical work pertaining to this program shall be under the direction of or subject to periodic review by an authorized representative of the party of the first part.

5. The areas to be included in the program shall be determined by mutual agreement between the parties hereto or their authorized representatives. The methods employed in the field and office shall be those adopted by the party of the first part to insure the required standards of accuracy subject to modification by mutual agreement.

6. During the course of this program, all field and analytical work of either party pertaining to this program shall be open to the inspection of the other party, and if the work is not being carried on in a mutually satisfactory manner, either party may terminate this agreement upon 60 days written notice to the other party.

7. The original records resulting from this program will be deposited in the office of origin of those records. Upon request, copies of the original records will be provided to the office of the other party.

8. The maps, records or reports resulting from this program shall be made available to the public as promptly as possible. The maps, records or reports normally will be published by the party of the first part. However, the party of the second part reserves the right to publish the results of this program, and if already published by the party of the first part shall, upon request, be furnished by the party of the first part, at cost, impressions suitable for purposes of reproduction similar to that for which the original copy was prepared. The maps, records or reports published by either party shall contain a statement of the cooperative relations between the parties. The Parties acknowledge that scientific information and data developed as a result of the Scope of Work (SOW) are subject to applicable USGS review, approval, and release requirements, which are available on the USGS Fundamental Science Practices website (<https://www.usgs.gov/about/organization/science-support/science-quality-and-integrity/fundamental-science-practices>).

Form 9-1366
(May 2018)

U.S. Department of the Interior
U.S. Geological Survey
Joint Funding Agreement
FOR
Water Resource Investigations

Customer #: 6000001178
Agreement #: 20NEJFA009
Project #: NE009KT 001DK
TIN #: 36-6006601

9. Billing for this agreement will be rendered annually. Invoices not paid within 60 days from the billing date will bear Interest, Penalties, and Administrative cost at the annual rate pursuant the Debt Collection Act of 1982, (codified at 31 U.S.C. § 3717) established by the U.S. Treasury.

USGS Technical Point of Contact

Name: Jonathan Lageman
Supervisory Hydrologist
Address: 650 G Peace Road
DeKalb, IL 60115
Telephone: (815) 752-2035
Fax:
Email: jlageman@usgs.gov

Customer Technical Point of Contact

Name: Sean Von Bergen
Civil Engineer
Address: 424 N Springfield Ave
Rockford, IL 61101-5097
Telephone: (815) 319-4000
Fax:
Email: SVonBergen@wincoil.us

USGS Billing Point of Contact

Name: Aaron Huse
Budget Analyst
Address: 400 S Clinton St Rm 269
Iowa City, IA 52240
Telephone: (319) 358-3656
Fax: (319) 358-3606
Email: ahuse@usgs.gov

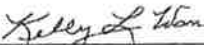
Customer Billing Point of Contact

Name: Sean Von Bergen
Civil Engineer
Address: 424 N Springfield Ave
Rockford, IL 61101-5097
Telephone: (815) 319-4000
Fax:
Email: SVonBergen@wincoil.us

U.S. Geological Survey
United States
Department of Interior

Winnebago County - Highway Department

Signature

By  Date: 11/7/19

Acting for: **Name:** Amy Beussink
Title: Director, Central Midwest WSC

Signatures

By _____ Date: _____

Name:
Title:

By _____ Date: _____

Name:
Title:

By _____ Date: _____

Name:
Title:

Winnebago County - Highway Department

Attachment for 20NEJFA009

10/1/2019 to 9/30/2024

SURFACE WATER

SITE NUMBER & DESCRIPTION	FUNDS		
	USGS	COOP	TOTAL
05440000 KISHWAUKEE RIVER NEAR PERRYVILLE, IL Full Range Streamflow Station	\$28,800	\$43,200	\$72,000
Total:	\$28,800	\$43,200	\$72,000
GRAND TOTAL:	\$28,800	\$43,200	\$72,000

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

20-CR-

**SUBMITTED BY: PUBLIC WORKS COMMITTEE
SPONSORED BY: DAVE TASSONI**

**RESOLUTION DECLARING AS SURPLUS HIGHWAY DEPARTMENT
VEHICLES AND EQUIPMENT AND AUTHORIZING SALE**

WHEREAS, the Winnebago County Highway Department owns vehicles and equipment; and

WHEREAS, the Winnebago County Highway Department has determined that the vehicles and equipment identified on Exhibit 1 attached are not needed; and

WHEREAS, in accordance with Purchasing Ordinance Section 3-364: Surplus and Obsolete Supplies of the Winnebago County Code, before any piece of equipment can be sold by the County it must be declared as surplus, having no further public use by the County; and

NOW THEREFORE, BE IT RESOLVED by the County Board of the County of Winnebago, Illinois, that the equipment listed on the attached Exhibit 1 is declared as surplus and not required for public use and that the Winnebago County Director of Purchasing is hereby authorized to sell the above cited equipment, pursuant to the Winnebago County Code; and

BE IT FURTHER RESOLVED that the Winnebago County Highway Department and the Director of Purchasing is authorized to negotiate a sale and sell such surplus vehicles and equipment to any agency willing to purchase the vehicles and equipment; and

BE IT FURTHER RESOLVED that the Preamble of this Resolution is hereby adopted as if fully set forth herein; and


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

BE IT FURTHER RESOLVED, that the Clerk of the County Board is hereby directed to prepare and deliver one (1) certified copy of this Resolution to the Winnebago County Treasurer, County Auditor, Director of Purchasing, Finance Director, Board Office and Winnebago County Engineer.

Respectfully submitted,
PUBLIC WORKS COMMITTEE

AGREE

DISAGREE



Dave Tassoni, Chairman

Dave Tassoni, Chairman

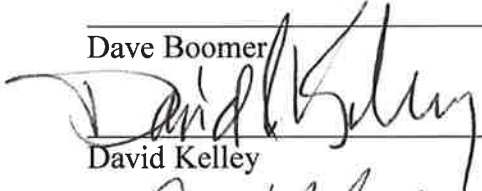


Burt Gerl

Burt Gerl


Dave Boomer

Dave Boomer



David Kelley

David Kelley



Jim Webster

Jim Webster

The above and foregoing Resolution was adopted by the County Board of the County of Winnebago, Illinois this ____ day of _____, 2020.

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

Surplus and Obsolete Equipment

January 23, 2020

- 1) CP24E COLD PLANER
- 2) TRL3 SHORT TRAILER
- 3) 7 – ½ X 6 X 4' COVER PLATES
- 4) 5 – ½ X 6 X 5' COVER PLATES
- 5) TRL7 – TANKER TRAILER
- 6) 5 – 2014 CHEVROLET SILVERADO 2500 DIESEL
- 7) 3 – 2006 FORD F250 DIESEL

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

20-CR-

**SUBMITTED BY: PUBLIC WORKS COMMITTEE
SPONSORED BY: DAVE TASSONI**

**RESOLUTION AUTHORIZING THE HIGHWAY DEPARTMENT TO LEASE
ADDITIONAL LIGHT DUTY VEHICLES FROM ENTERPRISE FM TRUST**

WHEREAS, the Winnebago County Highway Department uses heavy duty, light duty and other various types of equipment and vehicles in maintaining the Winnebago County Highway system; and

WHEREAS, the Winnebago County Highway Department continues to identify cost savings measures to reduce the Highway Department's costs so that the Highway Department's limited resources can be used on maintaining and improving the Winnebago County Highway system; and

WHEREAS, the Winnebago County Highway Department anticipates significant financial and practical advantages by leasing some of the light duty trucks and vehicles the Winnebago Highway Department uses; and

WHEREAS, Article VI, Division 3, Section 2-357(g) of the Winnebago County, Illinois Code of Ordinances authorizes the County to participate in cooperative purchasing agreements; and

WHEREAS, one purchasing group Winnebago County, Illinois is a member of is The Interlocal Purchasing system (TIPS); and

WHEREAS, TIPS awarded a Fleet Leasing and Management Services contract to Enterprise Fleet Management, Inc., Contract No. 190402, which contract term is from July 15, 2019 to July 31, 2022; and

WHEREAS, the Winnebago County Board approved on July 12, 2018 a Master Lease Agreement with Enterprise FM Trust, and;

WHEREAS, Enterprise Fleet Management, Inc. has estimated the cost to lease an additional 5 (five) light duty trucks and vehicles as shown on summarized on Exhibit A and detailed on Exhibits B, C and D all of which are attached hereto, and;

WHEREAS, the Winnebago County Highway Department will sell 5 (five) used and high maintenance light duty vehicles thereby removing them from their fleet approved as surplus by the Winnebago County Board; and

WHEREAS, an Equity Lease Schedule will need to be executed for each vehicle for the approximate amounts as shown on Exhibit A, B, C and D; and

WHEREAS, as a cost savings measure it would be in the public interest to lease these 5 additional light duty trucks and vehicles from Enterprise FM Trust for the lease of light duty trucks and vehicles to be used by the Winnebago County Highway Department; and

NOW, THEREFORE, BE IT RESOLVED by the County Board of the County of Winnebago, Illinois that the County Administrator is authorized to execute on behalf of the County of Winnebago the Equity Lease Schedule with Enterprise FM Trust for each of the 5 (five) light duty trucks and vehicles identified on Exhibit Agreement substantially in the amounts shown on Exhibit A.

BE IT FURTHER RESOLVED, that the Equity Lease Schedule hereby approved shall not become effective and binding unless and until the respective parties have executed them; and

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

BE IT FURTHER RESOLVED, that the Clerk of the County Board is hereby directed to prepare and deliver one (1) certified copy of this Resolution to the Winnebago County Treasurer, County Auditor, Director of Purchasing, Finance Director, Board Office and Winnebago County Engineer.

**Respectfully submitted,
PUBLIC WORKS COMMITTEE**

AGREE

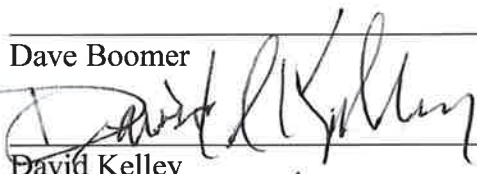


Dave Tassoni, Chairman




Burt Gerl

Dave Boomer



David Kelley



Jim Webster

DISAGREE

Dave Tassoni, Chairman

Burt Gerl

Dave Boomer

David Kelley

Jim Webster

The above and foregoing Resolution was adopted by the County Board of the County of Winnebago, Illinois this ____ day of _____, 2020.

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

ENTERPRISE LEASE RATE QUOTE SUMMARY
5 LIGHT DUTY TRUCKS
WINNEBAGO COUNTY HIGHWAY DEPARTMENT
FISCAL YEAR 2020

Enterprise Quote #	Truck Type	Upfront Charges	Monthly Payment	1st 12 Month Payment
4400836 EXHIBIT B	2020 Ford F-150 XL 4x4 SuperCab	\$551.00	\$485.15	\$6,372.80
4400836 EXHIBIT B	2020 Ford F-150 XL 4x4 SuperCab	\$551.00	\$485.15	\$6,372.80
4400836 EXHIBIT B	2020 Ford F-150 XL 4x4 SuperCab	\$551.00	\$485.15	\$6,372.80
4525677 EXHIBIT C	2020 Ford F-250 XL 4x4 SD Crew Cab	\$551.00	\$553.60	\$7,194.20
4525694 EXHIBIT D	2020 Ford F-250 XL 4x4 SD Crew Cab with Tommy Lift	\$551.00	\$594.40	\$7,683.80
				\$33,996.40

*Does Not Include Equity

EXHIBIT A

FLEET
MANAGEMENT

Open-End (Equity) Lease Rate Quote

Quote No: 4400836

Prepared For: County of Winnebago, Illinois
Pirello, AndyDate 01/02/2020
AE/AM DK0/LST

Unit

Year 2020 Make Ford Model F-150

Series XL 4x4 SuperCab Styleside 8 ft. box 163 in. WB

Vehicle Order Type Ordered Term 60 State IL Customer# 581860

\$ 29,504.00	Capitalized Price of Vehicle ¹
\$ 0.00 *	License and Certain Other Charges State <u>IL</u>
\$ 251.00 *	Initial License Fee
\$ 0.00	Registration Fee
\$ 200.00	Other: (See Page 2)
\$ 0.00	Capitalized Price Reduction
\$ 0.00	Tax on Capitalized Price Reduction
\$ 0.00	Gain Applied From Prior Unit
\$ 0.00 *	Tax on Gain On Prior
\$ 0.00 *	Security Deposit
\$ 0.00 *	Tax on Incentive(Taxable Incentive Total : \$0.00)

\$ 29,704.00	Total Capitalized Amount (Delivered Price)
--------------	--

\$ 371.30	Depreciation Reserve @ <u>1.2500%</u>
-----------	---------------------------------------

\$ 113.85	Monthly Lease Charge (Based on Interest Rate - Subject to a Floor) ²
-----------	---

\$ 485.15	Total Monthly Rental Excluding Additional Services
------------------	---

Additional Fleet Management

Master Policy Enrollment Fees

\$ 0.00	Commercial Automobile Liability Enrollment
---------	--

Liability Limit	\$0.00
-----------------	--------

\$ 0.00	Physical Damage Management (Estimate Only)
---------	--

\$ 0.00	Full Maintenance Program ³ Contract Miles <u>0</u>
---------	---

Incl: # Brake Sets (1 set = 1 Axle) <u>0</u>
--

\$ 0.00	Additional Services SubTotal
----------------	-------------------------------------

\$ 0.00	Use Tax <u>0.0000%</u>
---------	------------------------

\$ 485.15	Total Monthly Rental Including Additional Services
------------------	---

\$ 7,426.00	Reduced Book Value at <u>60</u> Months
-------------	--

\$ 400.00	Service Charge Due at Lease Termination
-----------	---

All language and acknowledgments contained in the signed quote apply to all vehicles that are ordered under this signed quote.

Order Information

Driver Name

Exterior Color (0 P) Oxford White

Interior Color (0 I) Medium Earth Gray w/Vinyl 40/20/40 Fron

Lic. Plate Type Government

GVWR 0

Comp/Coll Deductible 0 / 0OverMileage Charge \$ 0.00 Per Mile# Tires 0

Loaner Vehicle Not Included

State

Quote based on estimated annual mileage of 10,000

(Current market and vehicle conditions may also affect value of vehicle)

(Quote is Subject to Customer's Credit Approval)

Notes

ALL TAX AND LICENSE FEES TO BE BILLED TO LESSEE AS THEY OCCUR.

Lessee hereby authorizes this vehicle order, agrees to lease the vehicle on the terms set forth herein and in the Master Equity Lease Agreement and agrees that Lessor shall have the right to collect damages in the event Lessee fails or refuses to accept delivery of the ordered vehicle. Lessee certifies that it intends that more than 50% of the use of the vehicle is to be in a trade or business of the Lessee.

LESSEE County of Winnebago, Illinois

BY TITLE DATE

* INDICATES ITEMS TO BE BILLED ON DELIVERY.

¹ Capitalized Price of Vehicle May be Adjusted to Reflect Final Manufacturer's Invoice. Lessee Hereby Assigns to Lessor any Manufacturer Rebates And/Or Manufacturer Incentives Intended for the Lessee, Which Rebates And/Or Incentives Have Been Used By Lessor to Reduce the Capitalized Price of the Vehicle.

² Monthly Lease Charge Will Be Adjusted to Reflect the Interest Rate on the Delivery Date (Subject to a Floor).

³ The inclusion herein of references to maintenance fees/services are solely for the administrative convenience of Lessee. Notwithstanding the inclusion of such references in this [Invoice/Schedule/Quote], all such maintenance services are to be performed by Enterprise Fleet Management, Inc., and all such maintenance fees are payable by Lessee solely for the account of Enterprise Fleet Management, Inc., pursuant to that certain separate [Maintenance Agreement] entered into by and between Lessee and Enterprise Fleet Management, Inc.; provided that such maintenance fees are being billed by Enterprise FM Trust, and are payable at the direction of Enterprise FM Trust, solely as an authorized agent for collection on behalf of Enterprise Fleet Management, Inc.

EXHIBIT B



Other Totals

Description	(B)illed or (C)apped	Price
Initial Administration Fee	B	\$ 100.00
Pricing Plan Delivery Charge	B	\$ 200.00
Courtesy Delivery Fee	C	\$ 200.00
Total Other Charges Billed		\$ 300.00
Total Other Charges Capitalized		\$ 200.00
Other Charges Total		\$ 500.00

**VEHICLE INFORMATION:**

2020 Ford F-150 XL 4x4 SuperCab Styleside 8 ft. box 163 in. WB - US

Series ID: X1E

Pricing Summary:

	INVOICE	MSRP
Base Vehicle	\$ 36,543.00	\$ 38,265.00
Total Options	\$ 1,802.00	\$ 2,785.00
Destination Charge	\$ 1,595.00	\$ 1,595.00
Total Price	\$ 39,940.00	\$ 42,645.00

SELECTED COLOR:

Exterior: YZ - (0 P) Oxford White

Interior: AG - (0 I) Medium Earth Gray w/Vinyl 40/20/40 Front Seat

SELECTED OPTIONS:

CODE	DESCRIPTION	INVOICE	MSRP
100A	Equipment Group 100A Base	NC	NC
153	Front License Plate Bracket	NC	NC
163WB	163" Wheelbase	STD	STD
425	50 State Emissions (Fleet)	NC	NC
44G	Transmission: Electronic 10-Speed Automatic	Included	Included
50S	Cruise Control	\$ 205.00	\$ 225.00
52P	SYNC	\$ 383.00	\$ 420.00
53B	Class IV Trailer Hitch Receiver	\$ 137.00	\$ 150.00
60M	FordPass Connect 4G Wi-Fi Modem	\$ 205.00	\$ 225.00
61X91K	MyKey	Included	Included
64C	Wheels: 17" Silver Steel	Included	Included
85A	XL Power Equipment Group	\$ 1,065.00	\$ 1,170.00
85AGTE	Power Tailgate Lock	Included	Included
85AILL	Illuminated Entry	Included	Included
85AMIR	Power Glass Sideview Mirrors w/Black Skull Caps	Included	Included
85APAL	Perimeter Alarm	Included	Included
85APLK	Power Door Locks	Included	Included
85APWN	Power Front & Rear Windows	Included	Included
96W	Tough Bed Spray-In Bedliner	\$ 542.00	\$ 595.00
995	Engine: 5.0L V8	Included	Included
A	Vinyl 40/20/40 Front Seat	NC	NC
AG_02	(0 I) Medium Earth Gray w/Vinyl 40/20/40 Front Seat	NC	NC
FLADCR	Fleet Advertising Credit	\$ -735.00	\$ 0.00
PAINT	Monotone Paint Application	STD	STD
STDGV	GVWR: 7,000 lbs Payload Package	Included	Included
STDRD	Radio: AM/FM Stereo w/6 Speakers	Included	Included
STDTR	Tires: P265/70R17 OWL A/T	Included	Included
X27	3.31 Axle Ratio	Included	Included
YZ_01	(0 P) Oxford White	NC	NC

CONFIGURED FEATURES:

Body Exterior Features:

Number Of Doors: 4
Rear Driver Door: reverse opening rear passenger doors
Rear Cargo Door Type: tailgate
Driver And Passenger Mirror: power remote manual folding side-view door mirrors
Convex Driver Mirror: convex driver and passenger mirror
Door Handles: black
Front And Rear Bumpers: black front and rear bumpers with black rub strip
Rear Step Bumper: rear step bumper
Front Tow Hooks: 2 front tow hooks
Front License Plate Bracket: front license plate bracket
Bed Liner: bed liner
Box Style: regular
Body Material: aluminum body material
: class IV trailering with harness, hitch
Grille: black grille

Convenience Features:

Air Conditioning: manual air conditioning
Cruise Control: cruise control with steering wheel controls
Power Windows: power windows with driver and passenger 1-touch down
Remote Keyless Entry: keyfob (front doors) remote keyless entry
Illuminated Entry: illuminated entry
Integrated Key Remote: integrated key/remote
Auto Locking: auto-locking doors
Remote Engine Start: remote engine start
Steering Wheel: steering wheel with manual tilting, manual telescoping
Day-Night Rearview Mirror: day-night rearview mirror
Emergency SOS: 911 Assist emergency communication system
Front Cupholder: front and rear cupholders
Glove Box: glove box
Driver Door Bin: driver and passenger door bins
Rear Door Bins: rear door bins
Dashboard Storage: dashboard storage
IP Storage: bin instrument-panel storage
Retained Accessory Power: retained accessory power
Power Accessory Outlet: 3 12V DC power outlets

Entertainment Features:

radio: AM/FM stereo with seek-scan
Voice Activated Radio: voice activated radio
Steering Wheel Radio Controls: steering-wheel mounted audio controls
Speakers: 12 speakers
Internet Access: FordPass Connect 4G LTE WiFi internet access
1st Row LCD: 2 1st row LCD monitor
Wireless Connectivity: wireless phone connectivity
Antenna: fixed antenna

Lighting, Visibility and Instrumentation Features:

Headlamp Type: delay-off aero-composite halogen headlamps
Auto-Dimming Headlights: Ford Co-Pilot360 - Auto High Beam auto high-beam headlights
Cab Clearance Lights: cargo bed light
Front Wipers: variable intermittent wipers
Tinted Windows: light-tinted windows
Dome Light: dome light with fade
Variable IP Lighting: variable instrument panel lighting
Display Type: analog display
Tachometer: tachometer
Voltmeter: voltmeter
Compass: compass
Exterior Temp: outside-temperature display
Low Tire Pressure Warning: tire specific low-tire-pressure warning
Trip Odometer: trip odometer

Forward Collision Alert: forward collision
Oil Pressure Gauge: oil pressure gauge
Water Temp Gauge: water temp. gauge
Transmission Oil Temp Gauge: transmission oil temp. gauge
Clock: in-radio display clock
Rear Vision Camera: rear vision camera
Oil Pressure Warning: oil-pressure warning
Water Temp Warning: water-temp. warning
Battery Warning: battery warning
Lights On Warning: lights-on warning
Key in Ignition Warning: key-in-ignition warning
Low Fuel Warning: low-fuel warning
Door Ajar Warning: door-ajar warning
Brake Fluid Warning: brake-fluid warning

Safety And Security:

ABS four-wheel ABS brakes
Number of ABS Channels: 4 ABS channels
Brake Assistance: brake assist
Brake Type: four-wheel disc brakes
Vented Disc Brakes: front and rear ventilated disc brakes
Daytime Running Lights: daytime running lights
Spare Tire Type: full-size spare tire
Spare Tire Mount: underbody mounted spare tire w/crankdown
Driver Front Impact Airbag: driver and passenger front-impact airbags
Driver Side Airbag: seat-mounted driver and passenger side-impact airbags
Overhead Airbag: Safety Canopy System curtain 1st and 2nd row overhead airbag
Occupancy Sensor: front passenger airbag occupancy sensor
Height Adjustable Seatbelts: height adjustable front seatbelts
Seatbelt Pretensioners: front seatbelt pre-tensioners
3Point Rear Centre Seatbelt: 3 point rear centre seatbelt
Side Impact Bars: side-impact bars
Perimeter Under Vehicle Lights: remote activated perimeter/approach lights
Tailgate/Rear Door Lock Type: tailgate/rear door lock included with power door locks
Ignition Disable: SecuriLock immobilizer
Security System: security system
Panic Alarm: panic alarm
Electronic Stability: AdvanceTrac w/Roll Stability Control electronic stability stability control with anti-roll
Traction Control: ABS and driveline traction control
Front and Rear Headrests: manual adjustable front head restraints
Rear Headrest Control: 3 rear head restraints

Seats And Trim:

Seating Capacity max. seating capacity of 6
Front Bucket Seats: front split-bench 40-20-40 seats
Number of Driver Seat Adjustments: 4-way driver and passenger seat adjustments
Reclining Driver Seat: manual reclining driver and passenger seats
Driver Fore/Aft: manual driver and passenger fore/aft adjustment
Front Centre Armrest Storage: front centre armrest
Rear Seat Type: rear 60-40 split-bench seat
Rear Folding Position: rear seat fold-up cushion
Leather Upholstery: vinyl front and rear seat upholstery
Headliner Material: full cloth headliner
Floor Covering: full vinyl/rubber floor covering
Cabbback Insulator: cabbback insulator
Shift Knob Trim: urethane shift knob
Interior Accents: chrome interior accents

Standard Engine:

Engine 395-hp, 5.0-liter V-8 (regular gas)

Standard Transmission:

Transmission 10-speed automatic w/ OD and PowerShift automatic

FLEET
MANAGEMENT

Open-End (Equity) Lease Rate Quote

Quote No: 4525677

Prepared For: County of Winnebago, Illinois
Pirello, AndyDate 12/31/2019
AE/AM DK0/LST

Unit

Year 2020 Make Ford Model F-250

Series XL 4x4 SD Crew Cab 6.75 ft. box 160 in. WB SRW

Vehicle Order Type Ordered Term 60 State IL Customer# 581860

\$ 33,930.00	Capitalized Price of Vehicle ¹
\$ 0.00 *	License and Certain Other Charges State <u>IL</u>
\$ 251.00 *	Initial License Fee
\$ 0.00	Registration Fee
\$ 200.00	Other: (See Page 2)
\$ 0.00	Capitalized Price Reduction
\$ 0.00	Tax on Capitalized Price Reduction
\$ 0.00	Gain Applied From Prior Unit
\$ 0.00 *	Tax on Gain On Prior
\$ 0.00 *	Security Deposit
\$ 0.00 *	Tax on Incentive(Taxable Incentive Total : \$0.00)
\$ 34,130.00	Total Capitalized Amount (Delivered Price)
\$ 426.63	Depreciation Reserve @ <u>1.2500%</u>
\$ 126.97	Monthly Lease Charge (Based on Interest Rate - Subject to a Floor) ²

\$ 553.60 Total Monthly Rental Excluding Additional Services**Additional Fleet Management**

Master Policy Enrollment Fees

\$ 0.00 Commercial Automobile Liability Enrollment

Liability Limit \$0.00

\$ 0.00 Physical Damage Management (Estimate Only)

\$ 0.00 Full Maintenance Program³ Contract Miles 0Incl: # Brake Sets (1 set = 1 Axle) 0**\$ 0.00 Additional Services SubTotal**\$ 0.00 Use Tax 0.0000%

State

\$ 553.60 Total Monthly Rental Including Additional Services\$ 8,532.20 Reduced Book Value at 60 Months

\$ 400.00 Service Charge Due at Lease Termination

All language and acknowledgments contained in the signed quote apply to all vehicles that are ordered under this signed quote.

Order Information

Driver Name

Exterior Color Oxford White

Interior Color Medium Earth Gray w/HD Vinyl 40/20/40 Split B

Lic. Plate Type Government

GVWR 0

Comp/Coll Deductible 0 / 0OverMileage Charge \$ 0.00 Per Mile# Tires 0

Loaner Vehicle Not Included

Quote based on estimated annual mileage of 10,000

(Current market and vehicle conditions may also affect value of vehicle)

(Quote is Subject to Customer's Credit Approval)

Notes

ALL TAX AND LICENSE FEES TO BE BILLED TO LESSEE AS THEY OCCUR.

Lessee hereby authorizes this vehicle order, agrees to lease the vehicle on the terms set forth herein and in the Master Equity Lease Agreement and agrees that Lessor shall have the right to collect damages in the event Lessee fails or refuses to accept delivery of the ordered vehicle.

Lessee certifies that it intends that more than 50% of the use of the vehicle is to be in a trade or business of the Lessee.

LESSEE County of Winnebago, Illinois

BY TITLE DATE

* INDICATES ITEMS TO BE BILLED ON DELIVERY.

¹ Capitalized Price of Vehicle May be Adjusted to Reflect Final Manufacturer's Invoice. Lessee Hereby Assigns to Lessor any Manufacturer Rebates And/Or Manufacturer Incentives Intended for the Lessee, Which Rebates And/Or Incentives Have Been Used By Lessor to Reduce the Capitalized Price of the Vehicle.² Monthly Lease Charge Will Be Adjusted to Reflect the Interest Rate on the Delivery Date (Subject to a Floor).³ The inclusion herein of references to maintenance fees/services are solely for the administrative convenience of Lessee. Notwithstanding the inclusion of such references in this [Invoice/Schedule/Quote], all such maintenance services are to be performed by Enterprise Fleet Management, Inc., and all such maintenance fees are payable by Lessee solely for the account of Enterprise Fleet Management, Inc., pursuant to that certain separate [Maintenance Agreement] entered into by and between Lessee and Enterprise Fleet Management, Inc.; provided that such maintenance fees are being billed by Enterprise FM Trust, and are payable at the direction of Enterprise FM Trust, solely as an authorized agent for collection on behalf of Enterprise Fleet Management, Inc.

EXHIBIT C

**Other Totals**

Description	(B)illed or (C)apped	Price
Initial Administration Fee	B	\$ 100.00
Pricing Plan Delivery Charge	B	\$ 200.00
Courtesy Delivery Fee	C	\$ 200.00
Total Other Charges Billed		\$ 300.00
Total Other Charges Capitalized		\$ 200.00
Other Charges Total		\$ 500.00

**VEHICLE INFORMATION:**

2020 Ford F-250 XL 4x4 SD Crew Cab 6,75 ft. box 160 in. WB SRW - US

Series ID: W2B

Pricing Summary:

	INVOICE	MSRP
Base Vehicle	\$ 38,090.00	\$ 40,095.00
Total Options	\$ 2,445.00	\$ 3,635.00
Destination Charge	\$ 1,595.00	\$ 1,595.00
Total Price	\$ 42,130.00	\$ 45,325.00

SELECTED COLOR:

Exterior: Z1 - Oxford White

Interior: AS - Medium Earth Gray w/HD Vinyl 40/20/40 Split Bench Seat

SELECTED OPTIONS:

CODE	DESCRIPTION	INVOICE	MSRP
160WB	160" Wheelbase	STD	STD
17FFBP	Chrome Front Bumper	Included	Included
17FHUB	Bright Chrome Hub Covers & Center Ornaments	Included	Included
17FRBP	Chrome Rear Step Bumper	Included	Included
18B	Platform Running Boards	\$ 405.00	\$ 445.00
425	50-State Emissions System	STD	STD
44S	Transmission: TorqShift-G 6-Spd Auto w/SelectShift	Included	Included
473	Snow Plow Prep Package	\$ 228.00	\$ 250.00
525_	Steering Wheel-Mounted Cruise Control	Included	Included
52B	Trailer Brake Controller	\$ 246.00	\$ 270.00
54K	Manual Telescoping/Folding Trailer Tow Mirrors	Included	Included
587	Radio: AM/FM Stereo w/MP3 Player	Included	Included
600A	Order Code 600A	NC	NC
64A	Wheels: 17" Argent Painted Steel	Included	Included
67D	200 Amp Alternator	Included	Included
85S	Tough Bed Spray-In Bedliner	\$ 542.00	\$ 595.00
90L	Power Equipment Group	\$ 1,024.00	\$ 1,125.00
90LACD	Accessory Delay	Included	Included
90LASP	Advanced Security Pack	Included	Included
90LPLK	Power Locks	Included	Included
90LPTL	Power Tailgate Lock	Included	Included
90LPWN	Power Front & Rear Seat Windows	Included	Included
90LRKE	Remote Keyless Entry	Included	Included
96V	XL Value Package	\$ 360.00	\$ 395.00
996	Engine: 6.2L 2-Valve SOHC EFI NA V8 Flex-Fuel	Included	Included
A	HD Vinyl 40/20/40 Split Bench Seat	Included	Included
AS_01	Medium Earth Gray w/HD Vinyl 40/20/40 Split Bench Seat	NC	NC
FLADCR	Fleet Advertising Credit	\$ -865.00	\$ 0.00
PAINT	Monotone Paint Application	STD	STD
STDGV	GVWR: 10,000 lb Payload Package	Included	Included
SYNC	SYNC Communications & Entertainment System	Included	Included
TBM	Tires: LT245/75R17E BSW A/T	\$ 150.00	\$ 165.00
X3E	Electronic-Locking w/3.73 Axle Ratio	\$ 355.00	\$ 390.00
Z1_01	Oxford White	NC	NC

CONFIGURED FEATURES:

Body Exterior Features:

Number Of Doors: 4
Rear Cargo Door Type: tailgate
Driver And Passenger Mirror: power remote heated manual folding side-view door mirrors with turn signal indicator
Convex Driver Mirror: convex driver and passenger mirror
Mirror Type: manual extendable trailer mirrors
Running Boards: running boards
Door Handles: black
Front And Rear Bumpers: chrome front and rear bumpers with body-coloured rub strip
Rear Step Bumper: rear step bumper
Front Tow Hooks: 2 front tow hooks
Front License Plate Bracket: front license plate bracket
Bed Liner: bed liner
Box Style: regular
Body Material: aluminum body material
: class V trailering with harness, hitch, brake controller
Grille: black grille

Convenience Features:

Air Conditioning: manual air conditioning
Air Filter: air filter
Cruise Control: cruise control with steering wheel controls
Power Windows: power windows with driver and passenger 1-touch down
Remote Keyless Entry: keyfob (all doors) remote keyless entry
Illuminated Entry: illuminated entry
Integrated Key Remote: integrated key/remote
Remote Engine Start: remote engine start
Steering Wheel: steering wheel with manual tilting, manual telescoping
Day-Night Rearview Mirror: day-night rearview mirror
Emergency SOS: SYNC 911 Assist emergency communication system
Front Cupholder: front and rear cupholders
Overhead Console: full overhead console with storage
Glove Box: illuminated locking glove box
Driver Door Bin: driver and passenger door bins
Rear Door Bins: rear door bins
Dashboard Storage: dashboard storage
IP Storage: covered bin instrument-panel storage
Retained Accessory Power: retained accessory power
Power Accessory Outlet: 2 12V DC power outlets

Entertainment Features:

radio: AM/FM stereo with seek-scan
Voice Activated Radio: voice activated radio
Steering Wheel Radio Controls: steering-wheel mounted audio controls
Speakers: 8 speakers
Internet Access: FordPass Connect 4G LTE WiFi internet access
1st Row LCD: 2 1st row LCD monitor
Wireless Connectivity: wireless phone connectivity
Antenna: fixed antenna

Lighting, Visibility and Instrumentation Features:

Headlamp Type: delay-off aero-composite halogen headlamps
Cab Clearance Lights: cargo bed light
Underhood Light: underhood light
Front Wipers: variable intermittent wipers
Tinted Windows: light-tinted windows
Dome Light: dome light with fade
Front Reading Lights: front and rear reading lights
Variable IP Lighting: variable instrument panel lighting
Display Type: analog display
Tachometer: tachometer
Compass: compass
Exterior Temp: outside-temperature display

Low Tire Pressure Warning: tire specific low-tire-pressure warning

Trip Computer: trip computer

Trip Odometer: trip odometer

Oil Pressure Gauge: oil pressure gauge

Water Temp Gauge: water temp. gauge

Transmission Oil Temp Gauge: transmission oil temp. gauge

Engine Hour Meter: engine hour meter

Clock: in-radio display clock

Systems Monitor: systems monitor

Rear Vision Camera: rear vision camera

Oil Pressure Warning: oil-pressure warning

Water Temp Warning: water-temp. warning

Battery Warning: battery warning

Lights On Warning: lights-on warning

Key in Ignition Warning: key-in-ignition warning

Low Fuel Warning: low-fuel warning

Door Ajar Warning: door-ajar warning

Brake Fluid Warning: brake-fluid warning

Safety And Security:

ABS four-wheel ABS brakes

Number of ABS Channels: 4 ABS channels

Brake Assistance: brake assist

Brake Type: four-wheel disc brakes

Vented Disc Brakes: front and rear ventilated disc brakes

Daytime Running Lights: daytime running lights

Spare Tire Type: full-size spare tire

Spare Tire Mount: underbody mounted spare tire w/crankdown

Driver Front Impact Airbag: driver and passenger front-impact airbags

Driver Side Airbag: seat-mounted driver and passenger side-impact airbags

Overhead Airbag: Safety Canopy System curtain 1st and 2nd row overhead airbag

Height Adjustable Seatbelts: height adjustable front seatbelts

3Point Rear Centre Seatbelt: 3 point rear centre seatbelt

Side Impact Bars: side-impact bars

Perimeter Under Vehicle Lights: remote activated perimeter/approach lights

Tailgate/Rear Door Lock Type: tailgate/rear door lock included with power door locks

Ignition Disable: SecuriLock immobilizer

Security System: security system

Panic Alarm: panic alarm

Electronic Stability: AdvanceTrac w/Roll Stability Control electronic stability stability control with anti-roll

Traction Control: ABS and driveline traction control

Front and Rear Headrests: manual adjustable front head restraints

Rear Headrest Control: 3 rear head restraints

Seats And Trim:

Seating Capacity max. seating capacity of 6

Front Bucket Seats: front split-bench 40-20-40 seats

Number of Driver Seat Adjustments: 4-way driver and passenger seat adjustments

Reclining Driver Seat: manual reclining driver and passenger seats

Driver Lumbar: manual driver and passenger lumbar support

Driver Fore/Aft: manual driver and passenger fore/aft adjustment

Front Centre Armrest Storage: front centre armrest with storage

Rear Seat Type: rear 60-40 split-bench seat

Rear Folding Position: rear seat fold-up cushion

Leather Upholstery: vinyl front and rear seat upholstery

Headliner Material: full cloth headliner

Floor Covering: full vinyl/rubber floor covering

Shift Knob Trim: urethane shift knob

Interior Accents: chrome interior accents

Standard Engine:

Engine 385-hp, 6.2-liter V-8 (regular gas)

Standard Transmission:

Transmission 6-speed automatic w/ OD and PowerShift automatic

FLEET
MANAGEMENT

Open-End (Equity) Lease Rate Quote

Quote No: 4525694

Prepared For: County of Winnebago, Illinois
Pirello, AndyDate 12/31/2019
AE/AM DK0/LST

Unit

Year 2020 Make Ford Model F-250

Series XL 4x4 SD Crew Cab 6.75 ft. box 160 in. WB SRW

Vehicle Order Type Ordered Term 60 State IL Customer# 581860

\$ 36,487.00	Capitalized Price of Vehicle ¹
\$ 0.00 *	License and Certain Other Charges State <u>IL</u>
\$ 251.00 *	Initial License Fee
\$ 0.00	Registration Fee
\$ 200.00	Other: (See Page 2)
\$ 0.00	Capitalized Price Reduction
\$ 0.00	Tax on Capitalized Price Reduction
\$ 0.00	Gain Applied From Prior Unit
\$ 0.00 *	Tax on Gain On Prior
\$ 0.00 *	Security Deposit
\$ 0.00 *	Tax on Incentive(Taxable Incentive Total : \$0.00)

\$ 36,687.00	Total Capitalized Amount (Delivered Price)
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\$ 458.59	Depreciation Reserve @ <u>1.2500%</u>
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\$ 135.81	Monthly Lease Charge (Based on Interest Rate - Subject to a Floor) ²
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\$ 594.40	Total Monthly Rental Excluding Additional Services
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Additional Fleet Management

Master Policy Enrollment Fees

\$ 0.00	Commercial Automobile Liability Enrollment
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	Liability Limit <u>\$0.00</u>
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\$ 0.00	Physical Damage Management (Estimate Only)
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\$ 0.00	Full Maintenance Program ³ Contract Miles <u>0</u>
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	Incl: # Brake Sets (1 set = 1 Axle) <u>0</u>
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\$ 0.00	Additional Services SubTotal
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\$ 0.00	Use Tax <u>0.0000%</u>
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\$ 594.40	Total Monthly Rental Including Additional Services
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\$ 9,171.60	Reduced Book Value at <u>60</u> Months
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\$ 400.00	Service Charge Due at Lease Termination
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All language and acknowledgments contained in the signed quote apply to all vehicles that are ordered under this signed quote.

Order Information

Driver Name

Exterior Color Oxford White

Interior Color Medium Earth Gray w/HD Vinyl 40/20/40 Split B

Lic. Plate Type Government

GVWR 0

Comp/Coll Deductible 0 / 0OverMileage Charge \$ 0.00 Per Mile# Tires 0

Loaner Vehicle Not Included

State

Quote based on estimated annual mileage of 10,000

(Current market and vehicle conditions may also affect value of vehicle)

(Quote is Subject to Customer's Credit Approval)

Notes

ALL TAX AND LICENSE FEES TO BE BILLED TO LESSEE AS THEY OCCUR.

Lessee hereby authorizes this vehicle order, agrees to lease the vehicle on the terms set forth herein and in the Master Equity Lease Agreement and agrees that Lessor shall have the right to collect damages in the event Lessee fails or refuses to accept delivery of the ordered vehicle.

Lessee certifies that it intends that more than 50% of the use of the vehicle is to be in a trade or business of the Lessee.

LESSEE County of Winnebago, Illinois

BY TITLE DATE

* INDICATES ITEMS TO BE BILLED ON DELIVERY.

¹ Capitalized Price of Vehicle May be Adjusted to Reflect Final Manufacturer's Invoice. Lessee Hereby Assigns to Lessor any Manufacturer Rebates And/Or Manufacturer Incentives Intended for the Lessee, Which Rebates And/Or Incentives Have Been Used By Lessor to Reduce the Capitalized Price of the Vehicle.² Monthly Lease Charge Will Be Adjusted to Reflect the Interest Rate on the Delivery Date (Subject to a Floor).³ The inclusion herein of references to maintenance fees/services are solely for the administrative convenience of Lessee. Notwithstanding the inclusion of such references in this [Invoice/Schedule/Quote], all such maintenance services are to be performed by Enterprise Fleet Management, Inc., and all such maintenance fees are payable by Lessee solely for the account of Enterprise Fleet Management, Inc., pursuant to that certain separate [Maintenance Agreement] entered into by and between Lessee and Enterprise Fleet Management, Inc.; provided that such maintenance fees are being billed by Enterprise FM Trust, and are payable at the direction of Enterprise FM Trust, solely as an authorized agent for collection on behalf of Enterprise Fleet Management, Inc.

EXHIBIT D

**Aftermarket Equipment Total**

Description	(B)illed or (C)apped	Price
Bonnell Q#0136108 - Tommy Liftgate	C	\$ 3,650.00
Total Aftermarket Equipment Billed		\$ 0.00
Total Aftermarket Equipment Capitalized		\$ 3,650.00
Aftermarket Equipment Total		\$ 3,650.00

Other Totals

Description	(B)illed or (C)apped	Price
Initial Administration Fee	B	\$ 100.00
Pricing Plan Delivery Charge	B	\$ 200.00
Courtesy Delivery Fee	C	\$ 200.00
Total Other Charges Billed		\$ 300.00
Total Other Charges Capitalized		\$ 200.00
Other Charges Total		\$ 500.00

VEHICLE INFORMATION:

2020 Ford F-250 XL 4x4 SD Crew Cab 6.75 ft. box 160 in. WB SRW - US

Series ID: W2B

Pricing Summary:

	INVOICE	MSRP
Base Vehicle	\$ 38,090.00	\$ 40,095.00
Total Options	\$ 1,352.00	\$ 2,435.00
Destination Charge	\$ 1,595.00	\$ 1,595.00
Total Price	\$ 41,037.00	\$ 44,125.00

SELECTED COLOR:

Exterior: Z1 - Oxford White

Interior: AS - Medium Earth Gray w/HD Vinyl 40/20/40 Split Bench Seat

SELECTED OPTIONS:

CODE	DESCRIPTION	INVOICE	MSRP
160WB	160" Wheelbase	STD	STD
18B	Platform Running Boards	\$ 405.00	\$ 445.00
425	50-State Emissions System	STD	STD
44S	Transmission: TorqShift-G 6-Spd Auto w/SelectShift	Included	Included
52B	Trailer Brake Controller	\$ 246.00	\$ 270.00
54K	Manual Telescoping/Folding Trailer Tow Mirrors	Included	Included
587	Radio: AM/FM Stereo w/MP3 Player	Included	Included
600A	Order Code 600A	NC	NC
64A	Wheels: 17" Argent Painted Steel	Included	Included
85S	Tough Bed Spray-In Bedliner	\$ 542.00	\$ 595.00
90L	Power Equipment Group	\$ 1,024.00	\$ 1,125.00
90LACD	Accessory Delay	Included	Included
90LASP	Advanced Security Pack	Included	Included
90LPLK	Power Locks	Included	Included
90LPTL	Power Tailgate Lock	Included	Included
90LPWN	Power Front & Rear Seat Windows	Included	Included
90LRKE	Remote Keyless Entry	Included	Included
996	Engine: 6.2L 2-Valve SOHC EFI NA V8 Flex-Fuel	Included	Included
A	HD Vinyl 40/20/40 Split Bench Seat	Included	Included
AS_01	Medium Earth Gray w/HD Vinyl 40/20/40 Split Bench Seat	NC	NC
FLADCR	Fleet Advertising Credit	\$ -865.00	\$ 0.00
PAINT	Monotone Paint Application	STD	STD
STDGV	GVWR: 10,000 lb Payload Package	Included	Included
SYNC	SYNC Communications & Entertainment System	Included	Included
TD8	Tires: LT245/75R17E BSW A/S (4)	Included	Included
X37	3.73 Axle Ratio	Included	Included
Z1_01	Oxford White	NC	NC

CONFIGURED FEATURES:

Body Exterior Features:

Number Of Doors: 4
Rear Cargo Door Type: tailgate
Driver And Passenger Mirror: power remote heated manual folding side-view door mirrors with turn signal indicator
Convex Driver Mirror: convex driver and passenger mirror
Mirror Type: manual extendable trailer mirrors
Running Boards: running boards
Door Handles: black
Front And Rear Bumpers: black front and rear bumpers with black rub strip
Rear Step Bumper: rear step bumper
Front Tow Hooks: 2 front tow hooks
Front License Plate Bracket: front license plate bracket
Bed Liner: bed liner
Box Style: regular
Body Material: aluminum body material
: class V trailering with harness, hitch, brake controller
Grille: black grille

Convenience Features:

Air Conditioning: manual air conditioning
Air Filter: air filter
Power Windows: power windows with driver and passenger 1-touch down
Remote Keyless Entry: keyfob (all doors) remote keyless entry
Illuminated Entry: illuminated entry
Integrated Key Remote: integrated key/remote
Remote Engine Start: remote engine start
Steering Wheel: steering wheel with manual tilting, manual telescoping
Day-Night Rearview Mirror: day-night rearview mirror
Emergency SOS: SYNC 911 Assist emergency communication system
Front Cupholder: front and rear cupholders
Overhead Console: full overhead console with storage
Glove Box: illuminated locking glove box
Driver Door Bin: driver and passenger door bins
Rear Door Bins: rear door bins
Dashboard Storage: dashboard storage
IP Storage: covered bin instrument-panel storage
Retained Accessory Power: retained accessory power
Power Accessory Outlet: 2 12V DC power outlets

Entertainment Features:

radio: AM/FM stereo with seek-scan
Voice Activated Radio: voice activated radio
Steering Wheel Radio Controls: steering-wheel mounted audio controls
Speakers: 8 speakers
Internet Access: FordPass Connect 4G LTE WiFi internet access
1st Row LCD: 2 1st row LCD monitor
Wireless Connectivity: wireless phone connectivity
Antenna: fixed antenna

Lighting, Visibility and Instrumentation Features:

Headlamp Type: delay-off aero-composite halogen headlamps
Cab Clearance Lights: cargo bed light
Underhood Light: underhood light
Front Wipers: variable intermittent wipers
Tinted Windows: light-tinted windows
Dome Light: dome light with fade
Front Reading Lights: front and rear reading lights
Variable IP Lighting: variable instrument panel lighting
Display Type: analog display
Tachometer: tachometer
Compass: compass
Exterior Temp: outside-temperature display
Low Tire Pressure Warning: tire specific low-tire-pressure warning

Trip Computer: trip computer
Trip Odometer: trip odometer
Oil Pressure Gauge: oil pressure gauge
Water Temp Gauge: water temp. gauge
Transmission Oil Temp Gauge: transmission oil temp. gauge
Engine Hour Meter: engine hour meter
Clock: in-radio display clock
Systems Monitor: systems monitor
Rear Vision Camera: rear vision camera
Oil Pressure Warning: oil-pressure warning
Water Temp Warning: water-temp. warning
Battery Warning: battery warning
Lights On Warning: lights-on warning
Key in Ignition Warning: key-in-ignition warning
Low Fuel Warning: low-fuel warning
Door Ajar Warning: door-ajar warning
Brake Fluid Warning: brake-fluid warning

Safety And Security:

ABS four-wheel ABS brakes
Number of ABS Channels: 4 ABS channels
Brake Assistance: brake assist
Brake Type: four-wheel disc brakes
Vented Disc Brakes: front and rear ventilated disc brakes
Daytime Running Lights: daytime running lights
Spare Tire Type: full-size spare tire
Spare Tire Mount: underbody mounted spare tire w/crankdown
Driver Front Impact Airbag: driver and passenger front-impact airbags
Driver Side Airbag: seat-mounted driver and passenger side-impact airbags
Overhead Airbag: Safety Canopy System curtain 1st and 2nd row overhead airbag
Height Adjustable Seatbelts: height adjustable front seatbelts
3Point Rear Centre Seatbelt: 3 point rear centre seatbelt
Side Impact Bars: side-impact bars
Perimeter Under Vehicle Lights: remote activated perimeter/approach lights
Tailgate/Rear Door Lock Type: tailgate/rear door lock included with power door locks
Ignition Disable: SecuriLock immobilizer
Security System: security system
Panic Alarm: panic alarm
Electronic Stability: AdvanceTrac w/Roll Stability Control electronic stability stability control with anti-roll
Traction Control: ABS and driveline traction control
Front and Rear Headrests: manual adjustable front head restraints
Rear Headrest Control: 3 rear head restraints

Seats And Trim:

Seating Capacity max. seating capacity of 6
Front Bucket Seats: front split-bench 40-20-40 seats
Number of Driver Seat Adjustments: 4-way driver and passenger seat adjustments
Reclining Driver Seat: manual reclining driver and passenger seats
Driver Lumbar: manual driver and passenger lumbar support
Driver Fore/Aft: manual driver and passenger fore/aft adjustment
Front Centre Armrest Storage: front centre armrest with storage
Rear Seat Type: rear 60-40 split-bench seat
Rear Folding Position: rear seat fold-up cushion
Leather Upholstery: vinyl front and rear seat upholstery
Headliner Material: full cloth headliner
Floor Covering: full vinyl/rubber floor covering
Shift Knob Trim: urethane shift knob
Interior Accents: chrome interior accents

Standard Engine:

Engine 385-hp, 6.2-liter V-8 (regular gas)

Standard Transmission:

Transmission 6-speed automatic w/ OD and PowerShift automatic

PUBLIC SAFETY COMMITTEE

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

2020 CR _____

SUBMITTED BY: PUBLIC SAFETY COMMITTEE

SPONSORED BY: AARON BOOKER

**RESOLUTION APPROVING SUBCONTRACTOR AGREEMENT FOR THE
DEPARTMENT OF JUSTICE VIOLENCE AGAINST WOMEN FY15 JUSTICE FOR
FAMILIES GRANT**

WHEREAS, the County has been awarded continuation funding for the Department of Justice's Office on Violence Against Women (OVW) FY15 Justice for Families Grant (hereinafter the "Grant"); and

WHEREAS, in order to provide the Grant deliverables, the County desires to contract with Rockford Sexual Assault Counseling, Inc. as a subcontractor (hereinafter the "Subcontractor"); and

WHEREAS, the understanding between the County and the Subcontractor related to the terms under which the Subcontractor will provide the necessary Grant services is set forth in the agreement attached hereto as Exhibit A.

NOW, THEREFORE, BE IT RESOLVED, by the County Board of the County of Winnebago, Illinois, that the agreement between the County of Winnebago and Rockford Sexual Assault Counseling, Inc. is approved in substantially the same form as the agreement attached hereto as Exhibit A.

BE IT FURTHER RESOLVED, that Frank Haney, the Winnebago County Board Chairman, is authorized and directed to, on behalf of the County of Winnebago, to execute the 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 authorized and directed to prepare and deliver certified copies of this Resolution to Nicole Ticknor, Winnebago County Court Services, the Winnebago County Administrator, and the Winnebago County Auditor.

**Respectfully submitted,
PUBLIC SAFETY COMMITTEE**

AGREE

Aaron Booker, Chairman

Fred Wescott

John Butitta

Paul Arena

Angie Goral

Dan Fellars

Dorothy Redd

DISAGREE

Aaron Booker, Chairman

Fred Wescott

John Butitta

Paul Arena

Angie Goral

Dan Fellars

Dorothy Redd

The above and foregoing Resolution was adopted by the County Board of the County of Winnebago, Illinois this ____ day of _____, 2020.

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

ATTEST:

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

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

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

WHEREAS, the County has been awarded continuation funding for the Department of Justice's Office on Violence Against Women (OVW) FY15 Justice for Families grant (hereinafter the "Grant"); and

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

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

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

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

2. **Scope of Services:** The services provided by Subcontractor shall include, but not be limited to, the following:

- a) The Executive Director and legal advocate will participate in this grant program by providing consultation in the development of the Family Justice Collaborative. The Executive Director will oversee the participation of RSAC staff in this project and both the Executive Director and the legal advocate will participate in the development of the Family Justice Collaborative. RSAC staff will also assist in creating trainings on Victim Safety, Stalking, and Human Trafficking.

Subcontractor shall provide all necessary supplies for its designated staff under this Agreement.

3. **Payment:**

(a) The County agrees to pay Subcontractor for the services of the Executive Director at an hourly rate of \$52.50 for year 1 of the project and \$55.13 for year 2 of the project, for a

total amount not to exceed \$1,291.56 (24 hours) over the term of this Agreement. The County agrees to pay Subcontractor for the services of the Legal Advocate at an hourly rate of \$37.50 for year 1 of the project and \$39.38 for year 2 of the project, for a total amount not to exceed \$1,845.12 (48 hours) over the term of this Agreement.

(b) Subcontractor shall submit invoices monthly, describing in detail all work performed during the invoice period and itemizing and explaining all expenses for which reimbursement is claimed. Said invoices shall be sent via email to: Nicole Ticknor at nticknor@17thcircuit.illinoiscourts.gov or to such other address as County may designate in writing. Subcontractor shall submit to the County a final invoice, clearly marked FINAL, not later than thirty (30) days after expiration or termination of this Agreement.

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

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

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

4. **Records:**

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

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

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

(d) For employees that are funded from multiple funding sources, including this grant program, documentation of work performed must be kept in accordance with Subcontractor's internal policies and procedures. These records must be retained for a minimum of three (3) years after the date of final payment under this Agreement and must be made available for auditing purposes.

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

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

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

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

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

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

6. **Termination:**

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

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

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

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

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

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

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

(d) Remedies upon termination:

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

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

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

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

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

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

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

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

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

13. **Insurance:** Where Subcontractor requires the use of a vehicle in the performance of work under this Agreement, Subcontractor shall, at all time during the term

hereof and at its own expense, keep in full force and effect automobile insurance, in amounts acceptable to the County, for property damage, bodily injury or death. Subcontractor shall provide the County with evidence of such insurance upon request.

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

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

Domestic Violence Coordinated Courts
Attn: Nicole Ticknor
400 W. State Street, Suite 215
Rockford, IL 61101

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

Rockford Sexual Assault Counseling, Inc.
Attn: Executive Director
4990 E. State Street
Rockford, IL 61108

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

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

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

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

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

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

THE COUNTY OF WINNEBAGO

By: _____

ROCKFORD SEXUAL ASSAULT COUNSELING, INC.

By: _____

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

2020 CR _____

SUBMITTED BY: PUBLIC SAFETY COMMITTEE

SPONSORED BY: AARON BOOKER

**RESOLUTION APPROVING SUBCONTRACTOR AGREEMENT FOR THE
DEPARTMENT OF JUSTICE VIOLENCE AGAINST WOMEN FY15 JUSTICE FOR
FAMILIES GRANT**

WHEREAS, the County has been awarded continuation funding for the Department of Justice's Office on Violence Against Women (OVW) FY15 Justice for Families Grant (hereinafter the "Grant"); and

WHEREAS, in order to provide the Grant deliverables, the County desires to contract with Remedies Renewing Lives as a subcontractor (hereinafter the "Subcontractor"); and

WHEREAS, the understanding between the County and the Subcontractor related to the terms under which the Subcontractor will provide the necessary Grant services is set forth in the agreement attached hereto as Exhibit A.

NOW, THEREFORE, BE IT RESOLVED, by the County Board of the County of Winnebago, Illinois, that the agreement between the County of Winnebago and Remedies Renewing Lives is approved in substantially the same form as the agreement attached hereto as Exhibit A.

BE IT FURTHER RESOLVED, that Frank Haney, the Winnebago County Board Chairman, is authorized and directed to, on behalf of the County of Winnebago, to execute the 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 authorized and directed to prepare and deliver certified copies of this Resolution to Nicole Ticknor, Winnebago County Court Services, the Winnebago County Administrator, and the Winnebago County Auditor.

**Respectfully submitted,
PUBLIC SAFETY COMMITTEE**

AGREE

Aaron Booker, Chairman

Fred Wescott

John Butitta

Paul Arena

Angie Goral

Dan Fellars

Dorothy Redd

DISAGREE

Aaron Booker, Chairman

Fred Wescott

John Butitta

Paul Arena

Angie Goral

Dan Fellars

Dorothy Redd

The above and foregoing Resolution was adopted by the County Board of the County of Winnebago, Illinois this _____ day of _____, 2020.

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

ATTEST:

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

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

This Agreement is made and entered into this ____ day of ____, 2019, by and between Winnebago County, Illinois with an address at 404 Elm Street, Rockford, Illinois 61101 (hereinafter the "County") and Remedies Renewing Lives, Inc. with an address at 220 Easton Parkway, Rockford, Illinois 61108 (hereinafter the "Subcontractor").

WHEREAS, the County has been awarded continuation funding for the Department of Justice's Office on Violence Against Women (OVW) FY15 Justice for Families grant (hereinafter the "Grant"); and

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

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

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

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

2. **Scope of Services:** The services provided by Subcontractor shall include, but not be limited to, the following:

- a) The Remedies Legal Advocate will work in the Domestic Violence Assistance Center (DVAC) 30 hours per week. The Legal Advocate will provide advocacy to victims in the DV Civil Court, with a particular focus on advocacy throughout and after the Order of Protection Process. The Legal Advocate will work directly with the Domestic Violence Coordinated Courts (DVCC) Case Docket Coordinator to coordinate resources and referrals, investigate motions to vacate OPs, and provide on-site advocacy to victims during each plenary Order of Protection hearing held in the DVCC Civil Court. The Legal Advocate will serve as the point of contact for the Pro-Bono Attorney Project and will attend DVAC and advocate meetings as requested.
- b) Remedies' Vice President of Domestic Violence Services and Grants and Contracts Manager will each participate in DVCC meetings and will serve as consultants for the development of the Family Justice Collaborative. They will assist with the

development of local trainings on victim safety, stalking, and human trafficking. Remedies' Vice President of Domestic Violence Services and the Grants and Contracts Manager will directly supervise all employees working in the DVAC.

Subcontractor shall provide all necessary supplies for its designated staff under this Agreement.

3. **Payment:**

(a) The County agrees to pay Subcontractor for the services of the Legal Advocate at a yearly rate of \$24,027.18 with a \$200 bonus for year 1 of the project and \$24,504.72 with a \$200 bonus for year 2 of the project, a for a total amount not to exceed \$48,531.90 over the term of this Agreement. The County agrees to pay Subcontractor for the costs associated with FICA (7.45%), Worker's Compensation (2%), Unemployment (2%), Life Insurance, and Retirement (6%), for a total amount not to exceed \$9,358.06 over the term of the Agreement. The County agrees to pay Subcontractor for the services of the Vice President of DV Operations at an hourly rate not to exceed \$38.45 for year 1 of the project and \$40.37 for year 2 of the project for a total amount to not exceed \$1,891.68 (48 hours) over the term of this Agreement. The County agrees to pay Subcontractor for the services of the Grant and Contract Manager at an hourly rate not to exceed \$30.29 for year 1 of the project and \$31.80 for year 2, for a total amount not to exceed \$745.08 (24 hours) over the term of this Agreement. The County agrees to pay Subcontractor a monthly copier fee amount of \$18.00, to not exceed \$432.00 over the term of this Agreement. The County agrees to pay Subcontractor an Indirect Cost Rate of 10%, not to exceed \$6,095.87 over the term of this Agreement.

(b) Subcontractor shall submit invoices monthly, describing in detail all work performed during the invoice period and itemizing and explaining all expenses for which reimbursement is claimed. Said invoices shall be sent via email to: Nicole Ticknor at nticknor@17thcircuit.illinoiscourts.gov or to such other address as County may designate in writing. Subcontractor shall submit to the County a final invoice, clearly marked FINAL, not later than thirty (30) days after expiration or termination of this Agreement.

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

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

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

4. **Records:**

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

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

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

(d) For employees that are funded from multiple funding sources, including this grant program, documentation of work performed must be kept in accordance with Subcontractor's internal policies and procedures. These records must be retained for a minimum of three (3) years after the date of final payment under this Agreement and must be made available for auditing purposes.

5. **Confidentiality:**

Each party agrees to comply with all State and Federal laws, rules and regulations regarding the confidentiality of victim/client identifying information including but not limited to the Illinois Domestic Violence Act (IDVA) and the United States Family Violence Prevention and Services, Violence Against Women and Victims of Crime Acts (FVPSA, VAWA and VOCA).

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

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

(1) No federally-appropriated funds have been paid or will be paid, whether by or on behalf of Subcontractor, to any person for influencing or attempting to influence

an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

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

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

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

7. Termination:

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

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

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

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

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

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

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

(d) Remedies upon termination:

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

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

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

8. **Relationship of Parties:** It is understood and agreed between the parties that this Agreement is not intended to nor does it create an employment contract between the County, on the one hand, and the Subcontractor and any of its employees, on the other hand, nor does it create a joint relationship or partnership between the parties hereto. Neither Subcontractor nor its employees are entitled to benefits that the County provides for County employees. Subcontractor's relationship to the County is solely and exclusively that of an independent contractor. Except as specifically permitted in this Agreement, neither party shall incur any

obligation or expense for or on behalf of the other party without the other party's prior written consent in each instance.

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

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

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

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

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

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

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

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

Domestic Violence Coordinated Courts
Attn: Nicole Ticknor
400 W. State Street, Suite 215

Rockford, IL 61101

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

Remedies Renewing Lives, Inc.
Attn: Grants and Contracts Manager
220 Easton Parkway
Rockford, IL 61108

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

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

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

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

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

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

THE COUNTY OF WINNEBAGO

By: _____

REMEDIES RENWING LIVES, INC

By: _____

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

2020 CR _____

SUBMITTED BY: PUBLIC SAFETY COMMITTEE

SPONSORED BY: AARON BOOKER

**RESOLUTION APPROVING FIRST AMENDMENT TO SUBCONTRACTOR
AGREEMENT FOR THE DOMESTIC VIOLENCE HOMICIDE PREVENTION
DEMONSTRATION INITIATIVE PHASE II GRANT**

WHEREAS, the County has been awarded the Department of Justice/Office on Violence Against Women Domestic Violence Homicide Prevention Demonstration Initiative Phase II Grant (hereinafter the "Grant"); and

WHEREAS, in order to provide the Grant deliverables, the County has entered into an Agreement dated September 5, 2019 with Remedies Renewing Lives as a subcontractor (hereinafter the "Subcontractor"); and

WHEREAS, due to the receipt of additional funding, the parties desire to amend the Agreement to add two part-time positions to assist with implementation of the grant activities; and

WHEREAS, the understanding between the County and the Subcontractor related to the terms of the amendment is set forth in the First Amendment to Agreement Between Winnebago County, Illinois and Remedies Renewing Lives, attached hereto as Exhibit A.

NOW, THEREFORE, BE IT RESOLVED, by the County Board of the County of Winnebago, Illinois, that the First Amendment to Agreement Between Winnebago County, Illinois and Remedies Renewing Lives is approved in substantially the same form as the agreement attached hereto as Exhibit A.

BE IT FURTHER RESOLVED, that Frank Haney, the Winnebago County Board Chairman, is authorized and directed to, on behalf of the County of Winnebago, to execute the 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 authorized and directed to prepare and deliver certified copies of this Resolution to Nicole Ticknor, Winnebago County Court Services, the Winnebago County Administrator, and the Winnebago County Auditor.

**Respectfully submitted,
PUBLIC SAFETY COMMITTEE**

AGREE

DISAGREE

Aaron Booker, Chairman

Aaron Booker, Chairman

Fred Wescott

Fred Wescott

John Butitta

John Butitta

Paul Arena

Paul Arena

Angie Goral

Angie Goral

Dan Fellars

Dan Fellars

Dorothy Redd

Dorothy Redd

The above and foregoing Resolution was adopted by the County Board of the County of Winnebago, Illinois this ____ day of _____, 2020.

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

FIRST AMENDMENT TO AGREEMENT
BETWEEN WINNEBAGO COUNTY, ILLINOIS
AND
REMEDIES RENEWING LIVES

This First Amendment is made and entered into this ____ day of _____, 2019, by and between Winnebago County, Illinois (hereinafter the "County") and Remedies Renewing Lives (hereinafter the "Subcontractor") (collectively the "Parties").

WHEREAS, the Parties entered into an Agreement (hereinafter "Agreement") dated September 5, 2019, for Subcontractor to provide services to County under the Domestic Violence Homicide Prevention Demonstration Initiative Phase Two grant from the Department of Justice/ Office on Violence Against Women (hereinafter the "Grant"); and

WHEREAS, Section 2 of the Agreement, Scope of Services, provides for the services of certain individuals employed by Subcontractor, and Section provides for funding of those positions; and

WHEREAS, the County has received funding to support two additional part-time positions for this Grant; and

WHEREAS, the Parties desire to amend the Agreement to add the services of two part-time individuals employed by Subcontractor, in addition to those already listed in the Agreement.

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

1. Section 2 of the Agreement is modified to add the following:

5) Two part-time Lethality Assessment Program (LAP) Hotline Specialist Support Staff (each position to not exceed 24 hours a week).

2. Section 3(a) of the Agreement is modified to add the following:

The County agrees to pay Subcontractor for the salary and fringe benefits of two part-time LAP Hotline Specialist Support Staff at a total amount not to exceed \$38,516.82 beginning on October 1, 2019 to the termination date of this Agreement.

3. All other terms and conditions contained in the Agreement, other than those specifically referenced above, shall remain the same.

4. This First Amendment shall bind and benefit both Parties and any successors or assigns.

5. This First Amendment and the attached Agreement constitute the entire agreement between the Parties.

The Parties have executed this First Amendment to the Agreement dated _____, 2019, relating to the Domestic Violence Homicide Prevention Demonstration Phase Two Grant as of the date indicated in the first sentence of this First Amendment.

WINNEBAGO COUNTY, ILLINOIS

REMEDIES RENEWING LIVES

By: _____

By: _____

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

2020 CO

**SUBMITTED BY: PUBLIC SAFETY COMMITTEE
SPONSORED BY: AARON BOOKER**

**AN ORDINANCE PROHIBITING THE ESTABLISHMENT OF CANNABIS
DISPENSING ORGANIZATIONS WITHIN UNINCORPORATED WINNEBAGO
COUNTY**

WHEREAS, County of Winnebago, a body politic and corporate of the state of Illinois ("County") is a non-home rule unit of local government pursuant to Article VII, § 8 of the 1970 Illinois Constitution; and

WHEREAS, this Ordinance is adopted pursuant to the provisions of the Illinois Cannabis Regulation and Tax Act, Public Act 101-0027, which authorizes the County to enact an ordinance prohibiting, or significantly limiting, the location of cannabis business establishments; and

WHEREAS, the County has determined that the operation of adult use cannabis dispensing organizations present adverse impacts upon the health, safety and welfare of local (nearby) residents, and additional costs, burdens and impacts upon law enforcement and regulatory operations of the local community; and

WHEREAS, based upon the experiences of other communities, the County has reasonable concerns about the adverse impacts of adult use cannabis dispensing organizations locating within unincorporated Winnebago County; and

WHEREAS, the County has determined that this Ordinance prohibiting the location of adult use cannabis dispensing organizations within the County's unincorporated territory is in the best interests of the County and the public; and

WHEREAS, nothing herein shall be deemed to conflict with or in any way impede or impact the provisions set forth in the Winnebago County Code pertaining to Medical Cannabis, including but not limited to the regulation of Medical Cannabis Cultivation Centers and Medical Cannabis Dispensing Organizations.

NOW, THEREFORE, BE IT ORDAINED by the County Board of the County of Winnebago, that the Winnebago County Code is hereby amended by adding a Chapter, to be numbered Chapter 91, and which shall read as attached in Exhibit A.

NOW, THEREFORE, BE IT FURTHER ORDAINED, that this Ordinance is effective immediately upon its adoption; and

NOW, THEREFORE, BE IT FURTHER ORDAINED that the Winnebago County Clerk transmit copies of this Resolution to the following: (1) Winnebago County State's Attorney's Office, (2) Winnebago County Building and Zoning Department, (3) Winnebago County Highway Department, (4) Winnebago County Sheriff, and (5) the Municode corporation that this ordinance attached hereto may be published and entered into the Winnebago County Code.

The above and foregoing Ordinance was adopted by the County Board of the County of Winnebago, Illinois, this ____ day of _____, 2020

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

**Respectfully submitted,
PUBLIC SAFETY COMMITTEE**

AGREE

DISAGREE

Aaron Booker, Chairman

Aaron Booker, Chairman

Paul Arena

Paul Arena

John Butitta

John Butitta

Dan Fellars

Dan Fellars

Angie Goral

Angie Goral

Dorothy Redd

Dorothy Redd

Fred Wescott

Fred Wescott

(TO ADOPT)

(TO NOT ADOPT)

Dated this ____ day of January, 2020.

[EXHIBIT A]

Chapter 91– WINNEBAGO COUNTY CANNABIS DISPENSING ORGANIZATIONS PROHIBITION ORDINANCE

ARTICLE I. IN GENERAL

Section 91-1. Recitals and title.

The facts and statements contained in the preamble to this Ordinance are found to be true and correct and are hereby adopted as part of this Ordinance. This section of the County Code shall be referred to, cited, and known as the Winnebago County Cannabis Dispensing Organizations Prohibition Ordinance.

ARTICLE II. CANNABIS DISPENSING ORGANIZATIONS PROHIBITED

Section 91-2. Definitions.

Definitions. The following words and phrases shall, for the purposes of this Chapter have the meanings respectively ascribed to them by this section, as follows:

ADULT-USE CANNABIS BUSINESS ESTABLISHMENT: A cultivation center, craft grower, processing organization, infuser organization, dispensing organization or transporting organization.

ADULT-USE CANNABIS CRAFT GROWER: A facility operated by an organization or business that is licensed by the Illinois Department of Agriculture to cultivate, dry, cure and package cannabis and perform other necessary activities to make cannabis available for sale at a dispensing organization or use at a processing organization, per the Cannabis Regulation and Tax Act, (P.A.101-0027), as it may be amended from time-to-time, and regulations promulgated thereunder.

ADULT-USE CANNABIS CULTIVATION CENTER: A facility operated by an organization or business that is licensed by the Illinois Department of Agriculture to cultivate, process, transport and perform necessary activities to provide cannabis and cannabis-infused products to licensed cannabis business establishments, per the Cannabis Regulation and Tax Act, (P.A.101-0027), as it may be amended from time-to-time, and regulations promulgated thereunder.

ADULT-USE CANNABIS DISPENSING ORGANIZATION: A facility operated by an organization or business that is licensed by the Illinois Department of Financial and Professional Regulation to acquire cannabis from licensed cannabis business establishments for the purpose of selling or dispensing cannabis, cannabis-infused products,

cannabis seeds, paraphernalia or related supplies to purchasers or to qualified registered medical cannabis patients and caregivers, per the Cannabis Regulation and Tax Act, (P.A.101-0027), as it may be amended from time-to-time, and regulations promulgated thereunder.

ADULT-USE CANNABIS INFUSER ORGANIZATION OR INFUSER: A facility operated by an organization or business that is licensed by the Illinois Department of Agriculture to directly incorporate cannabis or cannabis concentrate into a product formulation to produce a cannabis infused product, per the Cannabis Regulation and Tax Act, (P.A.101-0027), as it may be amended from time-to-time, and regulations promulgated thereunder.

ADULT-USE CANNABIS PROCESSING ORGANIZATION OR PROCESSOR: A facility operated by an organization or business that is licensed by the Illinois Department of Agriculture to either extract constituent chemicals or compounds to produce cannabis concentrate or incorporate cannabis or cannabis concentrate into a product formulation to produce a cannabis product, per the Cannabis Regulation and Tax Act, (P.A.101-0027), as it may be amended from time-to-time, and regulations promulgated thereunder.

ADULT-USE CANNABIS TRANSPORTING ORGANIZATION OR TRANSPORTER: An organization or business that is licensed by the Illinois Department of Agriculture to transport cannabis on behalf of a cannabis business establishment or a community college licensed under the Community College Cannabis Vocational Training Pilot Program, per the Cannabis Regulation and Tax Act, (P.A.101-0027), as it may be amended from time-to-time, and regulations promulgated thereunder.

PERSON: Any person, firm, corporation, association, club, society or other organization, including any owner, manager, proprietor, employee, volunteer or agent.

Section 91-3. Cannabis Dispensing Organizations Prohibited.

The following Adult-Use Cannabis Business Establishment is prohibited in the unincorporated portions of the County of Winnebago. No person shall locate, operate, own, suffer, or allow to be operated or aide, abet or assist in the operation within the County of Winnebago of any of the following:

1. Adult-Use Cannabis Dispensing Organization

Adult-Use Cannabis Dispensing Organizations do not include Medical Cannabis Cultivation Centers or Medical Cannabis Dispensing Organizations as set forth in Chapter 90 of the Winnebago County Code.

Section 91-4. Cannabis Business Establishments Allowed.

The following Adult-Use Cannabis Business Establishments are allowed in the unincorporated portions of the County of Winnebago.

1. Adult-Use Cannabis Craft Grower
2. Adult-Use Cannabis Cultivation Center

3. Adult-Use Cannabis Infuser Organization or Infuser
4. Adult-Use Cannabis Processing Organization or Processor
5. Adult-Use Cannabis Transporting Organization or Transporter

ARTICLE III. CANNABIS DISPENSING ORGANIZATIONS AS A PUBLIC NUISANCE

Section 91-5. Public Nuisance Declared.

Operation of any prohibited Adult-Use Cannabis Dispensing Organization within the County in violation of the provisions of this Chapter is hereby declared a public nuisance and shall be abated pursuant to all available remedies. Prosecution of any violation under this section shall not be deemed to preclude prosecution of a violation of this Ordinance as an ordinance violation, in addition to filing actions to abate the violation as a public nuisance.

ARTICLE IV. VIOLATION; PENALTIES

Section 91-6. Violations; Penalties.

Any Person who violates any provision of this Ordinance or fails to comply with any of the requirements of this Ordinance, shall be guilty of an offense punishable by a fine of not less than one hundred dollars (\$100) nor more than one thousand dollars (\$1,000). Each day that the violation continues unabated shall be deemed a separate offense under this Ordinance. Violations of this Chapter may be enforced by the County's legal counsel instituting the appropriate proceeding at law, in equity, or via administrative proceedings, to restrain, correct, or abate such violations, or to enforce any provision of this Ordinance, or any order issued pursuant thereto, to require the removal or termination of the unlawful use, and to seek the assessment of a fine and court costs as authorized by this Ordinance. The imposition of penalties herein described shall not preclude the County's legal counsel from instituting appropriate action to prevent unlawful uses governed by this Chapter.

ARTICLE V. MISCELLANEOUS PROVISIONS; EFFECTIVE DATE

Section 91-7. Severability.

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

Section 91-8. Effective Date.

This Ordinance shall be in full force and effect from the date of its passage and after its passage and approval and publication as required by law.

**PERSONNEL &
POLICIES
COMMITTEE**

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

Sponsored by: David Fiduccia

Submitted by: Personnel and Policies Committee

2020 CR

**RESOLUTION AUTHORIZING THE CHAIRMAN OF THE COUNTY BOARD TO EXECUTE AN AGREEMENT
WITH GOVTEMPSUSA, LLC FOR THE EMPLOYMENT OF INTERIM COUNTY ADMINISTRATOR STEVEN
CHAPMAN**

WHEREAS, the County of Winnebago has a vacancy for a County Administrator position due to the resignation of the prior County Administrator; and

WHEREAS, the former, retired County Administrator, Steven Chapman, has been filling that position and the County desires to continue to employ him as the Interim County Administrator until a replacement can be hired and trained; and

WHEREAS, in order to continue as Interim County Administrator, Steven Chapman will be employed through GovTempsUSA, LLC, starting on February 3, 2020 and ending on April 3, 2020, with a possible extension up to June 5, 2020; and

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

NOW, THEREFORE BE IT RESOLVED, by the County Board of the County of Winnebago, Illinois that the Winnebago County Board Chairman is authorized and directed to, on behalf of the County of Winnebago, execute the Agreement with GovTempsUSA, LLC, in substantially the same form as that attached hereto as Exhibit A.

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

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

Respectfully Submitted,
PERSONNEL AND POLICIES COMMITTEE

AGREE

DISAGREE

DAVID FIDUCCIA, CHAIRMAN

DAVID FIDUCCIA, CHAIRMAN

DAVID BOOMER

DAVID BOOMER

ANGIE GORAL

ANGIE GORAL

JOE HOFFMAN

JOE HOFFMAN

DAVID KELLEY

DAVID KELLEY

DOROTHY REDD

DOROTHY REDD

JIM WEBSTER

JIM WEBSTER

The above and foregoing Resolution was adopted by the County Board of the County of
Winnebago, Illinois this ____ day of _____ 2020.

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

EMPLOYEE LEASING AGREEMENT

THIS EMPLOYEE LEASING AGREEMENT (this "Agreement") is made by **GOVTEMPSUSA, LLC**, an Illinois limited liability company ("GovTemps"), and **WINNEBAGO COUNTY** (the "Client"). GovTemps and the Client can be individually identified as a ("Party") and collectively as the ("Parties"). GovTemps and the Client agree as follows:

SECTION 1 SCOPE OF AGREEMENT

Section 1.01. Assigned Employee. The Client will lease certain employees of GovTemps, and GovTemps will lease to the Client, the personnel identified in attached Exhibit A, (the "Assigned Employee"). **Exhibit A** identifies the temporary position and/or assignment (the "Assignment") the Assigned Employee will fill at the Client, and it further identifies the base compensation for each Assigned Employee, as of the effective date of this Agreement. **Exhibit A** may be amended from time to time by a replacement **Exhibit A** signed by both GovTemps and the Client. GovTemps, as the common law employer of Assigned Employee, has the sole authority to assign and/or remove the Assigned Employee, provided however, that the Client may request, in writing, that GovTemps remove or reassign the Assigned Employee. Any such request will not be unreasonably withheld by GovTemps. The Parties understand and acknowledge that the Assigned Employee is subject to the Client's day-to-day supervision.

Section 1.02. Independent Contractor. GovTemps is and remains an independent contractor, and not an employee, agent, partner of, or joint venturer with, the Client. GovTemps has no authority to bind the Client to any commitment, contract, agreement or other obligation without the Client's express written consent.

SECTION 2 SERVICES AND OBLIGATIONS OF GOVTEMPS AND CLIENT

Section 2.01. Payment of Wages. GovTemps will timely pay the wages and related payroll taxes of the Assigned Employee from GovTemp's own account in accordance with federal and Illinois law and GovTemps' standard payroll practices. GovTemps will withhold from such wages all applicable taxes and other deductions elected by the Assigned Employee. The Client acknowledges that GovTemps may engage a financial entity to maintain its financing and record keeping services, which may include the payment of wages and related payroll taxes in accordance with this Section 2.01. The Client agrees to cooperate with any such financial entity to ensure timely payment of wages, related payroll taxes, and any applicable fees pursuant to this Section 2.01. As to Assigned Employees, GovTemps will comply with the Immigration Reform and Control Act of 1986, Title VII of the Civil Rights Act of 1964, as amended, (Title VII), the Americans With Disabilities Act of 1990 (ADA), the Age Discrimination in Employment Act (ADEA), the Equal Pay Act of 1963, the Civil Rights Acts of 1866 and 1871 (42 U.S.C. § 1981), the Family and Medical Leave Act of 1993, the Fair Labor Standards Act of 1938, the National Labor Relations Act, the Employee Retirement Income Security Act

("ERISA") of 1974, and any other federal, state or local statute, state constitution, ordinance, order, regulation, policy or decision regulating wages and the payment of wages, prohibiting employment discrimination or otherwise establishing or relating to rights of Assigned Employee.

Section 2.02. Workers' Compensation. To the extent required by applicable law, GovTemps will maintain in effect workers' compensation coverage covering its Assigned Employee's work in an Assignment. Any applicable coverage under this Agreement terminates on the Termination Date of this Agreement.

Section 2.03. Employee Benefits. GovTemps will provide to Assigned Employee those employee benefits identified in the attached **Exhibit B**. GovTemps may amend or terminate any of its employee benefit plans according to their terms. All employee benefits, including severance benefits for Assigned Employee will be included in Fees payable to GovTemps under Section 3.01 of this Agreement.

Section 2.04. Maintenance and Retention of Payroll and Benefit Records. GovTemps will maintain records of all wages and benefits paid and personnel actions taken by GovTemps in connection with any of the Assigned Employee(s). GovTemps will retain control of such records and make them available for inspection as required by applicable federal, state or local laws.

Section 2.05. Other Obligations of GovTemps. GovTemps will comply with any federal, state and local law applicable to its Assigned Employee(s). GovTemps will comply with the requirements of the federal Patient Protection and Affordable Care Act (ACA).

Section 2.06. Direction and Control. The Parties agree and acknowledge that the Client has the right of direction and control over the Assigned Employee, including matters of discipline, excluding removal or reassignment, as provided for by Section 1.01. The Assigned Employee(s) will be supervised, directly and indirectly, and exclusively by the Client's supervisory and managerial employees.

Section 2.07. Obligations of the Client. Pursuant to this Agreement the Client covenants, agrees and acknowledges:

(a) The Client will provide the Assigned Employee with a suitable workplace, that complies with US Occupational Safety and Health Administration ("OSHA") statutes and regulations, and all other health and safety laws, regulations, ordinances, directives, and rules applicable to the Assigned Employee and the Assigned Employee's workplace. The Client agrees to comply, at its expense, with all health and safety directives from GovTemps' internal and external loss control specialists, GovTemps' workers' compensation carrier, or any government agency having jurisdiction over the place of work. The Client will provide and ensure use of all functional personal protective equipment as required by any federal, state or local law, regulation, ordinance, directive, or rule or as deemed necessary by GovTemps' workers' compensation carrier. GovTemps and/or its insurance carriers have the right to inspect the Client's premises to ensure that the Assigned Employee is not exposed to an unsafe work place. GovTemps' rights under this paragraph do not diminish or alter the Client's obligations to the

Assigned Employee under applicable law, or its obligations to GovTemps under this Agreement;

(b) With respect to the Assigned Employee, the Client will comply with all applicable labor and employment-related laws and regulations, and any other federal, state or local statute, state constitution, ordinance, order, regulation, policy or decision, prohibiting employment discrimination, or otherwise establishing or relating to the terms and conditions of Assigned Employee's Assignment;

(c) The Client retains the right to exert sufficient direction and control over the Assigned Employee as is necessary to conduct the Client's business and operations, without which, the Client would be unable to conduct its business, operation or to comply with any applicable licensure, regulatory or statutory requirements;

(d) The Client cannot remove or reassign the Assigned Employee unless mutually agreed to in writing by GovTemps and the Client in accordance with Section 1.01 of this Agreement. Client will timely confer with GovTemps regarding any concern or complaint regarding Assigned Employee's performance or conduct under this Agreement;

(e) The Client will not pay wages, salaries or other forms of direct or indirect compensation, including employee benefits, to Assigned Employee. Client represents that its actions under this Agreement do not violate its obligations it may have under any collective bargaining agreement;

(f) The Client must report to GovTemps any injury to any Assigned Employee of which it has knowledge within twenty-four (24) hours of acquiring such knowledge. If any Assigned Employee is injured in the course of performing services for the Client, the Client must follow the procedures and practices regarding injury claims and reporting; and

(g) The Client must report all on the job illnesses, accidents and injuries of the Assigned Employee to GovTemps within twenty-four (24) hours following notification of said injury by Assigned Employee or Assigned Employee's representative.

SECTION 3 FEES PAYABLE TO GOVTEMPS

Section 3.01. Fees. The Client will pay GovTemps fees for the services provided under this Agreement as follows:

(a) The base compensation as fully identified on **Exhibit A**, as amended; plus

(b) Any employee benefits GovTemps paid to the Assigned Employee as identified on **Exhibit B** (if applicable), including, but not limited to, salary; wages; commissions; bonuses; sick pay; workers' compensation, health and other insurance premiums; payroll, unemployment, FICA and other taxes; vacation pay; overtime pay; severance pay; monthly automobile allowances, and any other compensation or benefits

payable under any applicable GovTemps pension and welfare benefit plan or federal, state or local laws covering the Assigned Employee.

Section 3.02. Increase in Fees. GovTemps may increase fees to the extent and equal to any mandated tax increases, e.g. FICA, FUTA, State Unemployment taxes, when they become effective. GovTemps may also adjust employer benefit contribution amounts by providing the Client with a written thirty (30) day notice, provided, such changes in employer benefit contribution amounts apply broadly to all GovTemps employees.

Section 3.03. Payment Method. Every two (2) weeks during the term of this Agreement, GovTemps will invoice in writing the Client for the fees owed under this Agreement. Within thirty (30) days following receipt of such invoice, the Client must pay all invoiced amounts by check, wire transfer or electronic funds transfer to GovTemps to an account or lockbox as designated on the invoice. Late payments will be subject to all applicable interest payments or service charges provided by state or local law. In addition to charging interest or service charges provided by applicable law, GovTemps may, upon written notice to Client, suspend performance of services under this Agreement while any amount due is past due and remains unpaid.

SECTION 4 INSURANCE

Section 4.01. General and Professional Liability Insurance. The Client must maintain in full force and effect at all times during the term of this Agreement a Comprehensive (or Commercial) General Liability and Professional Liability (if applicable) insurance policy or policies (the "Policies"), with minimum coverage in the amount of \$1,000,000 per occurrence, \$3,000,000 aggregate. In the alternative, as applicable, the Client may maintain in full force and effect at all times during the term of this Agreement a self-insured retention ("SIR") which provides the same minimum coverage limits as set forth above. In the event such SIR exists and applies to this Agreement, the Client agrees to fully discuss the SIR's parameters with GovTemps and its relationship to the Policies. At a minimum, the Policies must insure against bodily injury and property damage liability caused by on-premises business operations, completed operations and/or products or professional service and non-owned automobile coverage.

Section 4.02. Certificate of Insurance. Upon request, the Client will promptly issue to GovTemps one or more Certificates of Insurance, verifying the Client's compliance with the provisions of Section 4.01.

Section 4.03. Automobile Liability Insurance. If the Assigned Employee drives a Municipal or personal vehicle for any reason in connection with their Assignment, the Client must maintain in effect automobile liability insurance insuring the Assigned Employee, GovTemps and the Client against liability for bodily injury, death and property damage.

SECTION 5 DURATION AND TERMINATION OF AGREEMENT

Section 5.01. Term and Effective Date. The Effective Date of this Agreement is the date that this Agreement is last signed by GovTemps on the signature page (the "Effective Date"). The period during which the Assigned Employee works at the Client is defined as the ("Term"). The Term commences on the Effective Date and will continue for the period identified on the attached Exhibit A, or until it is terminated in accordance with the remaining provisions of this Section 5. For the purposes of this Agreement, the date on which this Agreement expires and/or is terminated is the ("Termination Date").

Section 5.02. Termination of Agreement for Failure to Pay Fees. If the Client fails to timely pay the fees required under this Agreement, GovTemps may give the Client notice of its intent to terminate this Agreement for such failure and if such failure is remedied within ten (10) days, the notice will be of no further effect. If such failure is not remedied within the ten (10) day period, GovTemps has the right to terminate the Agreement upon expiration of such remedy period.

Section 5.03. Termination of Agreement for Material Breach. If either Party materially breaches this Agreement, the non-breaching Party must give the breaching Party written notice of its intent to terminate this Agreement for such breach and if such breach is remedied within ten (10) days, the notice will be of no further effect. If such breach is not remedied within the ten (10) day period, the non-breaching Party has the right to immediately terminate the Agreement upon expiration of such remedy period.

Section 5.04. Termination of Agreement to execute Temp-to Hire Option. At the end of the Term, the Client may hire the Assigned Employee as a permanent or temporary employee of the Client. The substantial investment of time and resources by GovTemps under this Agreement to place its leased employee with Client is recognized by Client. If after the end of the Term, Client hires Assigned employee as either a permanent or temporary employee it must pay two (2) weeks of the Assigned Employee's gross salary to GovTemps no later than thirty (30) days after the date the Assigned Employee becomes the Client's employee.

SECTION 6 NON-SOLICITATION

Section 6.01. Non-Solicitation. The Client acknowledges GovTemps' legitimate interest in protecting its business for a reasonable time following the termination of this Agreement. Accordingly, the Client agrees that during the Term of this Agreement and for a period of two (2) years thereafter, the Client will not solicit, request, entice or induce Assigned Employee to terminate their employment with GovTemps, and the Client will not hire Assigned Employee as a permanent or temporary employee. If a Temp-to-Hire option provided for in Section 5.04 is properly exercised by the Client, then this Section 6.01 will not apply.

Section 6.02. Injunctive Relief. The Client recognizes that the rights and privileges granted by this Agreement are of a special, unique, and extraordinary character, the loss of which cannot reasonably or adequately be compensated for in damages in any action at law.

Accordingly, the Client understands and agrees that GovTemps is entitled to equitable relief, including a temporary restraining order and preliminary and permanent injunctive relief, to prevent or enjoin a breach of Section 6.01 of this Agreement. The Client also understands and agrees that any such equitable relief is in addition to, and not in substitution for, any other relief to which GovTemps can recover.

Section 6.03. Survival. The provisions of Section 6 survive the expiration or termination of this Agreement.

SECTION 7 DISCLOSURE AND INDEMNIFICATION PROVISIONS

Section 7.01. Indemnification by GovTemps. GovTemps agrees to indemnify, defend and hold the Client and its related entities or their agents, representatives or employees (the "Client Parties") harmless from and against all claims, liabilities, damages, costs and expenses ("Losses") (a) arising out of GovTemps' breach of its obligations under this Agreement, (b) related to the actions or conduct of GovTemps and its related business entities, their agents, representatives, and employees (the "GovTemps Parties"), taken or not taken with respect to the Assigned Employees that relate to events or incidents occurring prior or subsequent to the term of this Agreement, and (c) arising from any act or omission on the part of GovTemps or any of the GovTemps Parties.

Section 7.02. Indemnification by the Client. The Client agrees to indemnify, defend and hold the GovTemps Parties harmless from and against all Losses (a) arising out of the Client's breach of its obligations under this Agreement, (b) relating to any activities or conditions associated with the Assignment, and (c) arising from any act or omission on the part of the Client or any of the Client Parties.

Section 7.03. Indemnification Procedures. The Party seeking indemnity (the "Indemnified Party") from the other Party (the "Indemnifying Party") pursuant to this Section 7, must give the Indemnifying Party prompt notice of any such claim, allow the Indemnifying Party to control the defense or settlement of such claim and cooperate with the Indemnifying Party in all matters related thereto. However, prior to the Indemnifying Party assuming such defense and upon the request of the Indemnified Party, the Indemnifying Party must demonstrate to the reasonable satisfaction of the Indemnified Party that the Indemnifying Party (a) is able to fully pay the reasonably anticipated indemnity amounts under this Section 7 and (b) will take steps satisfactory to the Indemnified Party to ensure its continued ability to pay such amounts. In the event the Indemnifying Party does not control the defense, the Indemnified Party may defend against any such claim at the Indemnifying Party's cost and expense, and the Indemnifying Party must fully cooperate with the Indemnified Party, at no charge to the Indemnified Party, in defending such potential Loss, including, without limitation, using reasonable commercial efforts to keep the relevant Assigned Employee available. In the event the Indemnifying Party controls the defense, the Indemnified Party is entitled, at its own expense, to participate in, but not control, such defense. The failure to promptly notify the Indemnifying Party of any claim pursuant to this Section will not relieve such Indemnifying Party of any indemnification obligation that it may have to the Indemnified Party, except to the extent that the Indemnifying

Party demonstrates that the defense of such action was materially prejudiced by the Indemnified Party's failure to timely give such notice.

Section 7.04. Survival of Indemnification Provisions. The provisions of Section 7 survive the expiration or termination of this Agreement.

SECTION 8 MISCELLANEOUS PROVISIONS

Section 8.01. Amendments. This Agreement may be amended at any time and from time to time, but any amendment must be in writing and signed by all the Parties to this Agreement, except for changes to the fees provided for in Section 3.

Section 8.02. Binding Effect. This Agreement inures to the benefit of and binds the Parties and their respective heirs, successors, representatives and assigns. Neither Party may assign its rights or delegate its duties under this Agreement without the express written consent of the other Party, which consent will not be unreasonably withheld.

Section 8.03. Counterpart Execution. This Agreement may be executed and delivered in any number of counterparts, each of which will be an original, but all of which together constitutes one and the same instrument. This Agreement may be executed and delivered via facsimile or electronic mail.

Section 8.04. Entire Agreement. This Agreement constitutes the entire agreement between the Parties regarding GovTemps' placement of the Assigned Employee with the Client, and contains all of the terms, conditions, covenants, stipulations, understandings and provisions agreed upon by the Parties. This Agreement supersedes and takes precedence over all proposals, memorandum agreements, tentative agreements, and oral agreements between the Parties, made prior to and including the Effective Date of this Agreement not specifically identified and incorporated in writing into this Agreement. No agent or representative of either Party has the authority to make, and the Parties will not be bound by or liable for, any statement, representation, promise, or agreement not specifically set forth in this Agreement.

Section 8.05. Further Assurances. The Parties will execute and deliver any and all additional papers, documents, and other assurances and do any and all acts and things reasonably necessary in connection with the performances of their obligations under this Agreement.

Section 8.06. Gender. Whenever the context herein so requires, the masculine, feminine or neuter gender and the singular and plural number include the other.

Section 8.07. Section Headings. Section and other headings contained in this Agreement are for reference purposes only and do not affect in any way the meaning or interpretation of this Agreement.

Section 8.08. Severability. If any part or condition of this Agreement is held to be void, invalid or inoperative, such shall not affect any other provision hereof, which will continue to be effective as though such void, invalid or inoperative part, clause or condition had not been made.

Section 8.09. Waiver of Provisions. The failure by one Party to require performance by the other Party shall not be deemed to be a waiver of any such breach, nor of any subsequent breach by the other Party of any provision of this Agreement. Such waiver shall not affect the validity of this Agreement, nor prejudice either Party's rights in connection with any subsequent action. Any provision of this Agreement may be waived if, but only if, such waiver is in writing signed by the Party against whom the waiver is to be effective.

Section 8.10. Confidentiality. Each Party will protect the confidentiality of the other's records and information and must not disclose confidential information without the prior written consent of the other Party. Each Party must reasonably cooperate with the other Party regarding any Freedom of Information Act (FOIA) request calling for production of documents related to this Agreement.

Section 8.11. Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of Illinois applicable to contracts made and to be performed entirely within such state, except the law of conflicts.

Section 8.12. Force Majeure. GovTemps will not be responsible for failure or delay in assigning its Assigned Employee to Client if the failure or delay is caused by labor disputes and strikes, fire, riot, terrorism, acts of nature or of God, or any other causes beyond the control of GovTemps.

SECTION 9 DISPUTE RESOLUTION

Section 9.01. Good Faith Attempt to Settle. The Parties will attempt to settle any dispute arising out of or relating to this Agreement, or the breach thereof, through good faith negotiation between the Parties.

Section 9.02. Governing Law/Jurisdiction. If a dispute cannot be settled through good faith negotiation within thirty (30) days after the initial receipt by the allegedly offending party of written notice of the dispute, then the controversy or claim may be adjudicated by a federal or state court sitting in Cook County, Illinois. Venue and jurisdiction for any action under this Agreement is Cook County, Illinois. This Agreement and any amendments hereto will be governed by and construed in accordance with the laws of the State of Illinois.

Section 9.03. Attorneys' Fees. The Parties agree that, in the event of litigation under this Agreement, each Party is liable for only those attorneys' fees and costs incurred by that Party.

SECTION 10 NOTICES

Section 10.01. Notices. All Notices given under this Agreement must be written and may be given by personal delivery, first class U.S. Mail, registered or certified mail return receipt requested, overnight delivery service, or electronic mail.

Notices will be deemed received at the earlier of actual receipt or three (3) days from mailing date. Notices must be sent to the Parties at their respective addresses shown below. A Party may change its address for notice by giving written notice to the other Party.

If to GovTemps:

GOVTEMPSUSA, LLC
630 Dundee Road Suite 130
Northbrook, Illinois 60062
Attention: Michael J. Earl
Telephone: 224-261-8366
Electronic Mail: mearl@govhrusa.com

If to the Client:

WINNEBAGO COUNTY
404 Elm Street
Rockford, Illinois 61101
Attention: Frank Haney, County Board
Chairman
Telephone: 815-319-4225
Electronic Mail: fhaney@wincoil.us

[Signatures on following page]

IN WITNESS WHEREOF, the Parties executed this Agreement on the Effective Date, which is the date this Agreement is last signed by GovTemps.

GOVTEMPSUSA, LLC,
an Illinois limited liability company

By Joellen J. Cademartori
Name: Joellen J. Cademartori
Title: President and Co-Owner

Effective Date: February 3, 2020

CLIENT

By _____
Name: _____
Title: _____

EXHIBIT A
Assigned Employee and Base Compensation

ASSIGNED EMPLOYEE: Steve Chapman

POSITION/ASSIGNMENT: Interim County Administrator

POSITION TERM: February 3, 2020 – April 3, 2020

Agreement may be extended for up to two additional months (June 5, 2020) with mutual agreement of the Parties.

BASE COMPENSATION: \$92.82/hour (rate determined by multiplying employee rate of \$66.30 x 40% GovTemps fee). Hours per week will vary but are expected to average 30-40/week. Assigned employee shall be paid only for hours worked. Hours should be reported via- email to payroll@govtempsusa.com on the Monday after the prior work week. The Client will be invoiced every other week for hours worked.

GOVTEMPSUSA, LLC:

By: 

Date: January 15, 2020

CLIENT:

By: _____

Date: _____

This Exhibit A fully replaces all Exhibits A dated prior to the Effective Date of this Agreement.

EXHIBIT B
Summary of Benefits

Does Not Apply

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

Submitted by: Personnel and Policies Committee

2020 CR _____

**RESOLUTION AUTHORIZING SEARCH FIRM
FOR COUNTY ADMINISTRATOR POSITION**

WHEREAS, the County of Winnebago, Illinois wishes to engage the services of a firm to search for a County Administrator; and

WHEREAS, the County Board Personnel and Policies Committee has interviewed qualified search firms; and

WHEREAS, the County wishes to take action on the recommendation of the Personnel and Policies Committee's recommendation for a search firm.

NOW, THEREFORE, BE IT RESOLVED, by the County Board of the County of Winnebago, Illinois, authorizes the Chairman of the Winnebago County Board to execute an agreement with _____ to conduct a search for a County Administrator subject to the review and approval of the agreement by the office of the Winnebago County State's Attorney.

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

BE IT FURTHER RESOLVED, that the Clerk of the County Board is hereby authorized to prepare and deliver a certified copy of this Resolution to the County Administrator and to the authorized representative of _____.

Respectfully submitted,
Personnel and Policies Committee

David Fiduccia, Chairman

Dave Boomer

Angie Goral

Joe Hoffman

Dave Kelley

Dorothy Redd

Jim Webster

APPROVED this _____ day of _____, 2020 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: _____

ZONING COMMITTEE

Attachment
ZONING COMMITTEE
OF THE COUNTY BOARD AGENDA
January 23, 2020

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

PLANNING AND/OR ZONING REQUESTS:

TO BE VOTED ON: NONE

TO BE LAID OVER: NONE

-
1. **COMMITTEE REPORT (ANNOUNCEMENTS)** - *for informational purposes only; not intended as a public notice*:
 - Chairman, Brian Erickson, hereby announces that a *Zoning Board of Appeals (ZBA)* meeting is scheduled for Wednesday, **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.

UNFINISHED BUSINESS

NEW BUSINESS



Executive Summary

Date: January 22, 2020

From: County Board Chairman Frank Haney

Topic: **Board Appointment**

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

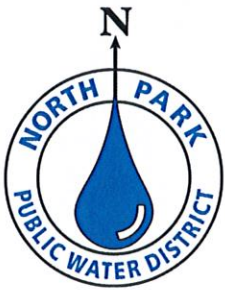
County Code Chapter 2, Article II, Division 4, Section 2-88 states, "The chairman shall make all appointments to commissions, boards, authorities, or special districts with the advice and consent of the county *board*, or as otherwise provided by law."

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

.....

Keli Freedlund of Rockton, Illinois to serve filling an unexpired term from January 2020 to April 2021 on the North Park Water District Board.

About the North Park Water District	
Location:	1350 Turret Drive, Machesney Park, IL
Service Description:	Provide water to a population of 33,000 and serves over 12,000 households and businesses in the Machesney Park, Roscoe, and Loves Park area.
Board Composition:	Three trustees appointed by the Winnebago County Board Chairman with advice and consent of the County Board. No more than two of the Board Members may be affiliated with the same political party.
Origin of Entity:	Public Corporation chartered on May 9, 1955
Property Tax/Funding:	Revenue from charges to service for water
Consolidation/ Dissolution Plan:	<i>None Known</i>
Compensation:	\$1,200 per year



Board of Trustees

Dale James, Chairman	B. Todd Gregory
James Hall, V. Chairman	Karen Biever
Deborah Nelson	Todd Scott
Carol Lamb	

John J. Donahue, Chief Executive Officer

January 6, 2020

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

Attn: Jennifer Insko

Dear Chairman Haney:

The Board of Trustees of the North Park Public Water District recently received a notice of resignation from Trustee Todd Gregory. That resignation was effective upon receipt which now leaves us with a vacancy. Since receiving said notice, the Board of Trustees embarked on a process to identify a potential qualified candidate to complete the remainder of Mr. Gregory's term which expires on April 30, 2021.

I am very pleased to inform you we have identified what we believe to be a very qualified candidate for both your consideration and that of the County Board. Keli Freedlund is the Superintendent and Chief Executive Officer of the Kinnikinnick School District and a lifelong member of the community. You will see by her resume (attached), her academic credentials and experience are impeccable. The Board of Trustees believes her experience and expertise will provide additional balance to our Board considering her background in organizational leadership, human resources and fiscal management.

We have worked with Ms. Freedlund on numerous occasions through her role with the School District and am confident she has a thorough understanding of the responsibilities of the position.

I have attached a letter of interest from Ms. Freedlund along with her resume for your consideration.

Considering this information, on behalf of the Board of Trustees for the North Park Public Water District, I respectfully recommend for your consideration, Ms. Keli Freedlund to fill this vacancy.

Very truly yours,



James Hall, Vice Chairman
Board of Trustees

Copy to:

Robert A. Fredrickson, Esq. – District Attorney

John J. Donahue, CEO

January 6, 2020

Mr. Frank Haney, Chairman
Winnebago County Board
404 Elm Street – Room 504
Rockford, IL 61101

RE: North Park Water District Board of Trustees

Dr. Chairman Haney,

I have become aware of an opening on the North Park Public Water District Board of Trustees and after discussing the position with representatives of the District I find myself very interested in joining their team. Therefore, I respectfully request your consideration for appointment to said Board.

I am currently the Superintendent and Chief Executive Officer of the Kinnikinnick Community Consolidated School District and have worked as an educator and administrator in the Rockton, Roscoe area for more than 20 years.

Through my responsibilities with the School District, I have collaborated with the staff of North Park Water on numerous occasions and have thoroughly enjoyed the experience. They are professional and progressive and I believe I could be a valuable addition to the organization.

I understand the requirements of the position and believe I not only possess the pertinent qualifications to do a good job but also have the requisite time. I am a lifelong resident of Winnebago County and the Roscoe/Rockton Communities in particular, and am committed to serving said communities in this regard if so appointed.

I very much look forward to completing the oath of office and contribute to the ongoing quality service provided by the North Park Water District as well as support the economic stability and growth of the entire Winnebago County area.

Please feel free to contact me if you have any questions or to discuss my interest in NPWD (815 988-0896). For your information, my address is 511 University Parkway, Rockton, Illinois 61702.

Sincerely,



Keli Freedlund

Keli Freedlund

Keli Freedlund

511 University Pkwy
Rockton, Illinois 61072

815-988-0896
kfreedlund@kinnschools.org

Skills

To be of service to the North Park Water Board of Trustees and community of Northern Illinois utilizing my expertise in organizational leadership focused in areas of policy, human resources, fiscal management and staff development.

Experience

Kinnikinnick Community Consolidated School District #131

Superintendent

July 2010 - PRESENT, Roscoe, IL

Chief executive officer of the school board and am responsible for the efficient operation and effective educational program of the entire school system (Grades PK-8).

Kinnikinnick CCSD #131 / Ledgewood School Principal

July 2004 - June 2010, Roscoe, IL

Responsible for the efficient and effective educational program for staff and students at Ledgewood School (Grades PK-3).

Prairie Hill School District #113/ Teacher

November 1996-June 2004, South Beloit, IL

Educated students in grades 3-4 and 6-8. Served as Union President for the Prairie Hill Federation of Teachers.

Education

Illinois Association of Administrators/ Fellow

June 2018, Illinois

Illinois School of Advanced Leadership Fellow

National Louis University/ ED.S

July 2010, Illinois

Doctoral Candidate and received Superintendent endorsement

National Louis University/ Certificate of Advanced Study in Educational Leadership

June 2003, Illinois

Received Administrator endorsement

National Louis University/ Master of Education

June 1999, Illinois

University of Iowa/Bachelor of Arts

June 1996, Iowa

References available upon request