



WINNEBAGO COUNTY

— ILLINOIS —

AGENDA

Winnebago County Courthouse
400 West State Street, Rockford, IL 61101
County Board Room, 8th Floor and
(In Person Meeting with Zoom Option)

Thursday, June 10, 2021
6:00 p.m.

1. **Call to Order**Chairman Joseph Chiarelli
2. **Invocation and Pledge of Allegiance**Board Member Angela Fellars
3. **Agenda Announcements**Chairman Joseph Chiarelli
4. **Roll Call**Clerk Lori Gummow
5. **Awards, Presentations, Public Hearings, and Public Participation**
 - A. Awards – None
 - B. Presentation – Scott Bloomquist, Regional Superintendent, ROE4
 - C. Public Hearings – None
 - D. Public Participation – None
 - E. Proclamations – “LGBTQ Pride Month” Presented to Phyllis Gallisath, PFLAG and Liam Foundation
“Juneteenth National Freedom Day” Presented to Tommy Meeks, Juneteenth Committee
6. **Approval of Minutes**Chairman Joseph Chiarelli
 - A. Approval of May 13, 2021 minutes
 - B. Layover of May 27, 2021 minutes
7. **Consent Agenda**.....Chairman Joseph Chiarelli
 - A. Raffle Report
 - B. Auditor’s Report – None
8. **Appointments (Per County Board rules, Board Chairman appointments require a 30 day layover unless there is a suspension of the rule).**
 - A. County Administrator Appointment of Deb Crozier as Winnebago County Human Resources Director
 - B. New Milford Fire Protection District to be Laid Over 30 Days
 1. Rob Sickler (Reappointment), Rockford, Illinois, May 2021 – May 2024
 - C. Cherry Valley Fire Protection District to be Laid Over 30 Days

1. William LeFevre (Reappointment), Cherry Valley, Illinois, May 2020 – May 2023
2. Rebecca Ihne (Reappointment), Rockford, Illinois, May 2021 – May 2024
3. Karl Ericksen, (Reappointment), Rockford, Illinois, May 2019 – May 2022

9. Reports of Standing Committees.....Chairman Joseph Chiarelli

A. Finance Committee..... Jaime Salgado, Committee Chairman

1. Committee Report
2. Resolution Approving the Hiring of Outside Legal Counsel for Labor Negotiations
3. Ordinance Approving the Hiring of Outside Legal Counsel for Labor Negotiations Budget to be Laid Over
4. Resolution Authorizing Settlement of Litigation (Dennis D. Ballinger v. Frank Haney, Chairman of the Winnebago County Board and the Winnebago County Board)
5. Ordinance Authorizing a Budget Adjustment for Settlement of Litigation (Dennis D. Ballinger v. Frank Haney, Chairman of the Winnebago County Board and the Winnebago County Board) to be Laid Over
6. Ordinance for Approval of Budget Amendment for Self-Represented Litigant Grant to be Laid Over
7. Resolution for Approval for Workman’s Compensation Settlements

B. Zoning CommitteeJim Webster, Committee Chairman

Planning and/or Zoning Requests:

1. Committee Report

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

1. Committee Report

D. Operations & Administrative CommitteeKeith McDonald, Committee Chairman

1. Committee Report
2. Resolution Urging the General Assembly and Governor to Assist Counties Required to Meet Deadlines to Reapportion County Board Districts Without Updated Federal Census Data
3. Resolution Authorizing the Execution of a Renewal Agreement with SwedishAmerican Health System for Onsite Wellness Center Services

E. Public Works CommitteeDave Tassoni, Committee Chairman

1. Committee Report

F. Public Safety and Judiciary Committee.....Burt Gerl, Committee Chairman

1. Committee Report

10. Unfinished Business.....Chairman Joseph Chiarelli

11. New Business.....Chairman Joseph Chiarelli

12. Announcements & CommunicationsClerk Lori Gummow

- A. Correspondence (see packet)

13. AdjournmentChairman Joseph Chiarelli

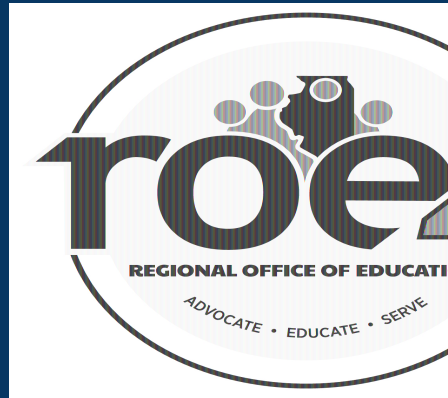
Next Meeting: Thursday, June 24, 2021

**Awards,
Presentations,
Public Hearings,
Public Participation &
Proclamations**

The Regional Office of Education



Scott Bloomquist
Regional Superintendent



Allison Pierson
Assistant Regional
Superintendent

Who are we? What do we do?

We are a team of leaders, working together, to do everything we can to support and serve the districts, schools, students and communities of Boone and Winnebago Counties.

Public School Districts

- 8- Unit Districts (K-12)
- 4 - Elementary Districts
- 1 - High School District

Public School Buildings

- 61 - Elementary Schools
- 19 - Junior High/Middle Schools
- 14 - High Schools
- 8 - Other Buildings

2020 Student Enrollment

13 Public Schools – 55,342

- 8119 Belvidere CUSD #100
- 1568 North Boone CUSD #200
- 6480 Harlem UD #122
- 1807 Kinnikinnick CCSD #131
- 737 Prairie Hill CCSD #133
- 100 Shirland CCSD #134
- 1554 Rockton SD #140
- 29142 Rockford SD #205
- 1962 Hononegah CHD #207
- 966 County of Winnebago SD #320
- 937 Pecatonica CUSD #321
- 600 Durand CUSD #322
- 1370 Winnebago CUSD #323

22 Non-Public Schools – 5,572

Total Enrollment – 60,914

Central Office

Services provided to the region
through our front office:

- Fingerprinting
 - Pearson Vue Testing Center
 - GED
 - Paraprofessional
 - EMT
 - Teacher/Administrator
 - School Bus Driver classes and certification/recertification
 - Regional Spelling Bee
 - IL Work Permits
 - Home School Registration
 - Educator Licensure Specialist
-



Mary Wilson



Jamie Watts



Stephanie Putzstuck



Denise Rux



Jean Kearney

ROE4+

Professional Learning Department



Chris Collins
Director of Networks
and Partnerships



Kim Maville
Director of Systems
and Supports



Diane Capriola
Professional Development
Coordinator

- Boone, Winnebago and McHenry Counties
 - Teacher and Administration Professional Development
 - Work with schools to come up with strategic plans for school improvement
 - Facilitate conversations with professional groups of educators and school personnel
-

At Risk Student Services



Meghan Hawkinson
Director of
At Risk Student Services

Truancy

- Truancy Intervention for 12/13 school districts in Boone/Winnebago counties
 - Currently serving approximately 475 students

McKinney Vento (Homeless)

- Grant Recipient
 - Aid in identifying and serving students in transition
 - Support local Homeless Liaisons in all 13 school districts
 - Aid Liaisons in training school staff to identify McV eligible students
-

Alternative School



Opened in the beginning of the 20-21 school year

Programs:

- RSSP
 - ALOP
 - TAOEP
 - GED
-

Health Life Safety



Don Keigher
Director of
Special Projects

School Inspections

- Annual safety inspections of over 100 school and related buildings

Construction and Remodeling

- Review of construction plans
 - Code Compliance
 - Issuance of appropriate building permits
 - Issuance of occupancy permit
-

Thank you!



Scott Bloomquist
Regional Superintendent
sbloomquist@roe4.org

ROE ANNUAL REPORT: <https://drive.google.com/file/d/1y0C4dghrh0SH5ZDaZZIHHP6xPF5EzNy/view>



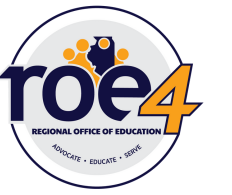
BOONE WINNEBAGO ROE4 DELIVERABLES



SERVICE		FY19	FY20	FY21 To Date
Fingerprinting		2,249	1,703	1,110
Licensure	Substitute Teachers	Began Tracking FY20	108	81
Work Permits		74	114	122
Home Schooling		N/A	38 Families (40 Students)	19 Families (39 Students)
Truancy				
	Open Truancy Cases	202	211	69
	Court Appearances	707	755	545
	Closed Truancy Cases	N/A	75	19
Homeless Students	Identified by McKinney Vento Act	3,140	3,084	1,125
Compliance				
	HLS Visits	112 Buildings Inspected	112 Buildings Inspected	113 Buildings Inspected
	3-Year District School Code Audit	4	4	5
	Non-Public School Recognition Audit (TBD Each Year)	0	0	8
	Construction Building Permits	73	93	45
Testing Center				
	Paraprofessional Testing	119	88	49
	Pearson VUE	2,603	1,039	1,679
	GED			
	ROE	593	421	460
	Jail (includes Practice Tests)	121	169	15
	Illinois Constitution Tests	302	225	Requirement Ended 2.1.21
	Diplomas Issued	292	115	182
	Transcripts	806	550	544
Bus Driver Training				
	Initial	175 (11 Classes)	178 (16 Classes)	133 (16 Classes)
	Refresher	830 (32 Classes)	830 (8 Online Classes, 29 In-Person Classes)	712 (3 Online Classes, 35 In-Person Classes)

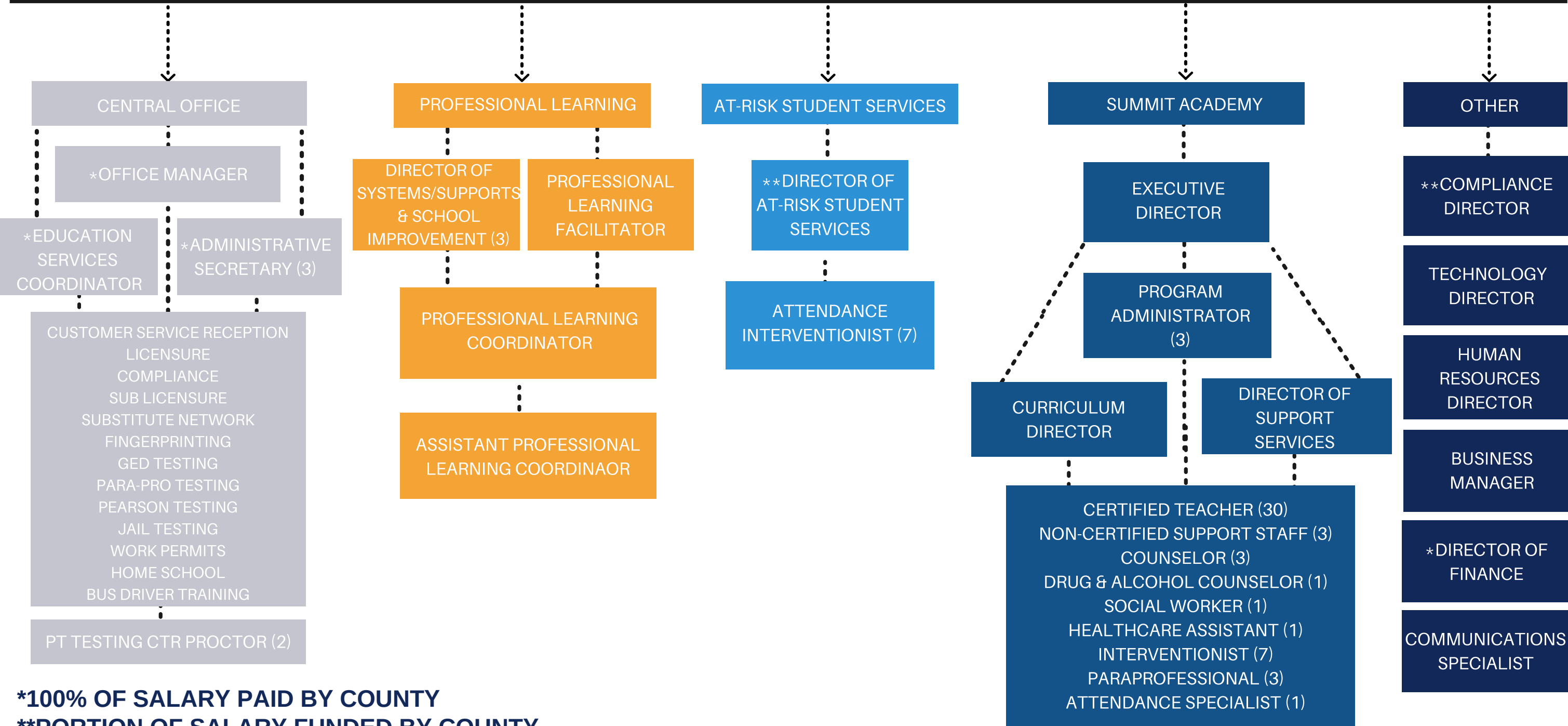


BOONE WINNEBAGO ROE4 FY22 ORGANIZATIONAL CHART



REGIONAL SUPERINTENDENT OF SCHOOLS

ASSISTANT REGIONAL SUPERINTENDENT



***100% OF SALARY PAID BY COUNTY**

****PORTION OF SALARY FUNDED BY COUNTY**



Proclamation

In Recognition of

“LGBTQ Pride Month”

WHEREAS, Winnebago County, Illinois cherishes the value and dignity of each person and appreciates the importance of equality and freedom; and

WHEREAS, all are welcome in Winnebago County, Illinois to live, work, play, and every family, in any shape, deserves a place to call home where they are safe, happy, and supported by friends and neighbors; and

WHEREAS, Winnebago County, Illinois denounces prejudice and unfair discrimination based on age, gender identity, gender expression, race, color, religion, marital status, national origin, sexual orientation, or physical attributes as an affront to our fundamental principles; and

WHEREAS, Pride month began in June of 1969 on the one-year anniversary of the Stonewall Uprising in New York City after LGBTQ+ and allied friends rose up and fought against the constant police harassment and discriminatory laws that have since been declared unconstitutional; and

WHEREAS, Winnebago County, Illinois appreciate the cultural, civic, and economic contributions of Lesbian, Gay, Bisexual, Transgender, Queer, plus (LGBTQ+) community which strengthen our social welfare; and

WHEREAS, it is imperative that young people in our community, regardless of sexual orientation, gender identity, and expression, feel valued, safe, empowered, and supported by their peers and community leaders; and

WHEREAS, despite being marginalized, LGBTQ+ people continue to celebrate authenticity, acceptance, and love.


NOW, THEREFORE, BE IT RESOLVED, that the members of the Winnebago County Board declare the month of June as:

“LGBTQ Pride Month”

in Winnebago County, Illinois and urge all residents to recognize the contributions made by members of the LGBTQ+ community and to actively promote the principles of equality, liberty and justice.



IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the County of Winnebago, Illinois to be affixed this 10th day of June, 2021.



Joseph Chiarelli, Chairman
Winnebago County Board




Proclamation *In Recognition of* Juneteenth National Freedom Day

- WHEREAS,** Juneteenth, or Juneteenth National Freedom Day, commemorates the traditional observance of the end of slavery in the United States and is observed annually on June 19th; and
- WHEREAS,** President Abraham Lincoln declared that “in giving freedom to the slave, we assure freedom to the free - honorable alike in what we give, and what we preserve. We shall nobly save or meanly lose, the last best hope of earth;” and
- WHEREAS,** on January 1, 1863, using his war powers as President, Abraham Lincoln signed the Emancipation Proclamation, providing that all persons held as slaves within any State or designated part of a State “shall be then, thenceforward, and forever free;” and
- WHEREAS,** more than two years would pass before news reached slaves living in Texas, when on June 19th, 1865, Union Major General Gordon Granger and his regiment arrived in Galveston and spread the word that slavery had been abolished; and
- WHEREAS,** the following year, the first official Juneteenth celebrations took place in Texas and have continued across the United States throughout the years since; and
- WHEREAS,** Juneteenth is the oldest nationally celebrated commemoration of the ending of slavery; and since then, the State of Illinois, 47 other states, and the District of Columbia, have declared it an official holiday; and
- WHEREAS,** Juneteenth is an important opportunity to honor the principles of the Declaration of Independence and celebrate the achievements and contributions Black Americans have made, and continue to make, in Winnebago County and across our Nation.

NOW, THEREFORE, I, Joseph Chiarelli, Chairman of the Winnebago County Board do hereby proclaim the day of June 19th to be “**Juneteenth National Freedom Day**” in Winnebago County, and urge all citizens to recognize June 19th as Juneteenth National Freedom Day.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the County of Winnebago, Illinois to be affixed this 10th day of June, 2021.




Joseph Chiarelli, Chairman
Winnebago County Board

Approval of Minutes

**REGULAR ADJOURNED MEETING
WINNEBAGO COUNTY BOARD
MAY 13, 2021**

1. Chairman Chiarelli Called to Order the Regular Adjourned Meeting of the Winnebago County Board for Thursday, May 13, 2021 at 6:02 p.m.
2. County Board Member Butitta gave the invocation and led the Pledge of Allegiance.
3. Agenda Announcements: None
4. Roll Call: 18 Present. 2 Absent. (Board Members Arena, Booker, Butitta, Crosby, Fellars, Gerl, Goral, Hoffman, Kelley, Lindmark, McCarthy, McDonald, Redd, Salgado, Schultz, Tassoni, Webster, and Wescott were present) (Board Members Bilich and Nabors was absent.)

AWARDS, PROCLAMATIONS, PRESENTATIONS, PUBLIC HEARINGS, and PUBLIC PARTICIPATION

5. Chairman's Service Award - Presented to Alice Uphouse, Chair Winnebago County Crime Commission
- Presentations - None
- Public Hearings - None
- Public Participation - None
- Proclamations - National Correctional Officers Week Presented to Sheriff Gary Caruana and Superintendent Bob Redmond on behalf of Winnebago County Corrections Officers

Board Member Bilich arrived at 6:20 p.m.

APPROVAL OF MINUTES

6. Chairman Chiarelli entertained a motion to approve the Minutes. Board Member Hoffman made a motion to approve County Board Minutes of April 8, 2021 and layover County Board Minutes of April 22, 2021, seconded by Board Member McCarthy. Motion was approved by a roll call vote of 18 yes votes. (Board Member Gerl not voting.) (Board Member Nabors was absent.)

CONSENT AGENDA

7. Chairman Chiarelli entertained a motion to approve the Consent Agenda for May 13, 2021. Board Member Bilich made a motion to approve the Consent Agenda which includes the Raffle

Report, seconded by Board Member Booker. Motion was approved by a roll call vote of 19 yes votes. (Board Member Nabors was absent.)

APPOINTMENTS

8. Appointments (Per County Board rules, Board Chairman Appointments require a 30 day layover unless there is a suspension of the rule).

Chairman Chiarelli read in item A. 911 Emergency Telephone System Board reappointment and new appointment (as listed below.) Board Member Webster made a motion to approve item A. (as listed below.), seconded by Board Member Gerl. Motion was approved by a roll call vote of 19 yes votes. (Board Member Nabors was absent.)

Discussion by Board Members Tassoni and Arena.

APPOINTMENT(S)

A. 911 Emergency Telephone System Board – Laid Over from April 8, 2021 Meeting – Up for Vote

1. Todd Stockburger (Reappointment), Rockford, Illinois, April 2023
2. Edward J. “E.J.” Dilonardo (New Appointment), Rockford, Illinois, April 2021 – April 2024

B. Rock River Water Reclamation District to be Laid Over 30 Days

1. Donald Massier (Reappointment), Loves Park, Illinois, May 2021 – May 2024

C. Northwest Fire Protection District to be Laid Over 30 Days

1. Matt Lawrence (Reappointment), Rockford, Illinois, May 2021 – May 2024

D. Winnebago County Board of Health to be Laid Over 30 Days

1. Jennifer Muraski (New Appointment), Rockford, Illinois, June 2021 – June 2024
2. Angie Goral (Reappointment), Rockford, Illinois, October 2020 – October 2021

E. North Park Public Water District to be Laid Over 30 Days

1. Karen Biever (Reappointment), Rockford, Illinois, May 2021 – May 2026
2. Keli Freedlund (Reappointment), Rockton, Illinois, May 2021 – May 2026

F. Rockford Corridor Improvement to be Laid Over 30 Days

1. LoRayne Logan (New Appointment), Rockford, Illinois, June 2021 – June 2024

2. Pastor Maurice A. West (Reappointment), Rockford, Illinois, November 2020 – November 2023

G. North Park Fire Protection District to be Laid Over 30 Days

1. Brent Meade (Reappointment), Machesney park, Illinois, November 2019 – November 2022
2. Jeffery Vaughn (Reappointment, Rockford, Illinois, February 2021 – February 2024

REPORTS FROM STANDING COMMITTEES

FINANCE COMMITTEE

9. Board Member Salgado made a motion to approve an Ordinance Providing for the Creation of a Capital Improvement Plan Budget Laid Over from April 22, 2021 Meeting, seconded by Board Member Hoffman. Motion was approved by approved by a roll call vote of 19 yes vote. (Board Member Nabors was absent.)
10. Board Member Salgado made a motion to lay over Agenda items 3. and 4 (as listed below), seconded by Board Member Fellars. Motion was approved by a roll call vote of 19 yes votes. (Board Member Nabors was absent.)
 3. Resolution Supporting SB1721 – Proposed Amendments to the Property Tax Code (35 ILCS 200/21-90; 35 ILCS 200/21-215; 35 ILCS 200/21-355) Counties Code (55 ILCS 5/5-1121) and Illinois Municipal Code (65 ILCS 5/11-31-1) Laid Over from April 8 and 22, 2021 Meetings.
 4. Resolution Opposing SB2278 – Proposed Amendment to State Statute 55 ILCS 5/5-1006.5 (Special County Retailers’ Occupation Tax for Public Safety, Public Facilities, Mental Health, Substance Abuse, or Transportation) Laid Over from April 8 and 22, 2021 Meeting.
11. Board Member Salgado made a motion to approve a Resolution Authorizing Settlement of a Claim Against the County of Winnebago Entitled Roxanne Kjellgren Versus Winnebago County, seconded by Board Member Butitta. Motion was approved by a roll call vote of 19 yes votes. (Board Member Nabors was absent.)

ZONING COMMITTEE

12. Board Member Webster read made a motion to approve Z-02-21 A map amendment to rezone +/-24.66 acres from the AG, Agricultural Priority District to the CG, General Commercial District for the property that is generally located on the northeast corner of N. Lyford and Rote Roads in Rockford Township, District 8, seconded by Board Member Bilich. Discussion by Board Members Butitta, Webster, McCarthy, Arena, and Fellars. Motion was approved by a roll

call of 18 yes votes and 1 no vote. (Board Member Schultz voted no.) (Board Member Nabors was absent.)

Board Member Webster announced June 9, 2021 is the next Zoning Board of Appeals meeting and May 26, 2021 will be the next Zoning Committee meeting.

ECONOMIC DEVELOPMENT

13. Board Member Bilich made a motion to approve a Resolution Authorizing Execution of a Redevelopment Agreement with the Village of Pecatonica for a \$525,000 Host Fee Loan Pursuant to the Economic Development, Business Incentive and Host Fee Program Policy, seconded by Board Member Wescott. Discussion by Director of Development Services Dornbush and Board Members Bilich, Arena, Butitta, Webster, and Fellars. Motion was approved by a roll call vote of 18 yes votes and 1 no vote. (Board Member Kelley voted no.) (Board Member Nabors was absent.)

OPERATIONS & ADMINISTRATIVE COMMITTEE

14. Board Member McDonald made a motion to approve a Resolution Awarding Joint Seal Coating Services, second by Board Member Webster. Motion was approved by a roll call vote of 19 yes votes. (Board Member Nabors was absent.)

PUBLIC WORKS

15. Board Member Tassoni announced the next Public Works Committee meeting is scheduled for May 18, 2021.

PUBLIC SAFETY AND JUDICIARY COMMITTEE

16. Board Member Gerl reported that the Federal Prisoner Inmate Program brought in \$414,000 for the month of April. Discussion by Board Members McCarthy and Fellars.

UNFINISHED BUSINESS

17. None.

NEW BUSINESS

18. Board Member Butitta spoke on the Ransomware attack on the pipeline. Discussion by County Administrator Thompson, Chief Information Officer Gentner, and Board Members Fellars and Goral.

ANNOUNCEMENTS & COMMUNICATION

19. County Clerk Gummow submitted the Items Listed Below as Correspondence which were “Placed on File” by Chairman Chiarelli:
- A. County Clerk Gummow submitted from the United States Nuclear Regulatory Commission the following:
 - a. Federal Register / Vol. 86, No. 74/Tuesday, April 20, 2021 / Notices
 - b. Byron Station – Integrated Inspection Report 05000454/2021001 and 05000455/2021001.
 - c. Byron Station – Emergency Preparedness Biennial Exercise Inspection REPORT 05000454/2021501 and 05000455/2021501.
 - d. Braidwood Station, Units 1 and 2, Byron Station, Unit Nos. 1 and 2, Dresden Nuclear Power Station, Units 2 and 3, LaSalle County Station, Units 1 and 2, and Quad Cities Nuclear Power Station, Units 1 and 2 – Closeout of Bulletin 2012-01, “Design Vulnerability in Electric Power System”
 - e. 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 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; R.E. Ginna Nuclear Power Plant; Salem Nuclear Generating Station, Unit Nos. 1 and 2; Three Mile Island Nuclear Station, Unit 1; Zion Nuclear Power Station, Units 1 and 2; and the Associated Independent Spent Fuel Storage Installations – Notice of Considerations of Approval of Transfer of Licenses and Conforming Amendment and Opportunity to Request a Hearing (EPID L-2021-LLM-0000)
 - f. Federal Register / Vol. 86, No. 84 /Tuesday, May 4, 2021 / Notices
 - B. County Clerk Gummow submitted from Sue Goral, Winnebago County Treasurer the Monthly Report for March, 2021 Bank Balances.
 - C. County Clerk Gummow submitted from Theresa Grennan, Chief Deputy Winnebago County Treasurer the Investment Report as of May, 2021.

Chairman Chiarelli spoke of the 2021 redistricting.

County Administrator Thompson announced the Winnebago County Fair Association will be hosting the Pec Thing.

ADJOURNMENT

20. Chairman Chiarelli entertained a motion to adjourn. County Board Member Gerl moved to adjourn the meeting, seconded by Board Member Butitta. Motion was approved by a voice vote. The meeting was adjourned at 7: 08 p.m.

Respectfully submitted,



Lori Gummow
County Clerk
ar

**REGULAR ADJOURNED MEETING
WINNEBAGO COUNTY BOARD
MAY 27, 2021**

1. Interim Chairman Arena Called to Order the Regular Adjourned Meeting of the Winnebago County Board for Thursday, May 27, 2021 at 6:00 p.m.
2. County Board Member Crosby gave the invocation and led the Pledge of Allegiance.
3. Agenda Announcements: None
4. Roll Call: 20 Present. 0 Absent. (Board Members Arena, Bilich, Booker, Butitta, Crosby, Fellars, Gerl, Goral, Hoffman, Kelley, Lindmark, McCarthy, McDonald, Nabors, Redd, Salgado, Schultz, Tassoni, Webster, and Wescott were present.)

AWARDS, PROCLAMATIONS, PRESENTATIONS, PUBLIC HEARINGS, and PUBLIC PARTICIPATION

5. Awards - None
- Presentations - None
- Public Hearings - None
- Public Participation- None

APPROVAL OF MINUTES

6. Interim Chairman Arena entertained a motion to approve the Minutes. Board Member Hoffman made a motion to approve County Board Minutes of April 22, 2021 and layover County Board Minutes of May 13, 2021, seconded by Board Member Nabors. Motion was approved by a roll call vote of 20 yes votes.

CONSENT AGENDA

7. Interim Chairman Arena entertained a motion to approve the Consent Agenda for May 27, 2021. Board Member Nabors made a motion to approve the Consent Agenda which includes the Raffle Report and Auditor's Report –Approval of Bills, seconded by Board Member Bilich. Motion was approved by a roll call vote of 20 yes votes.

APPOINTMENTS

8. **Appointments (Per County Board rules, Board Chairman Appointments require a 30 day layover unless there is a suspension of the rule).**

APPOINTMENT(S)

A. Hulse Cemetery of Pecatonica Board of Trustees to be Laid Over 30 Days

1. John Burns (Reappointment), Rockford, Illinois, May 2020 – May 2026
2. Thomas Doherty (Reappointment), Rockford, Illinois, May 2020 – May 2026
3. Karen Donoho (Reappointment), Davis Junction, Illinois, May 2020 – May 2026
4. Carol Diane Parker (Reappointment), Rockford, Illinois, May 2020 – May 2026
5. Stephen J. Burns (Reappointment), Rockford, Illinois, May 2021-2027
6. Mary Anne Doherty (Reappointment), Loves Park, Illinois, May 2021 – May 2027
7. David Gill (Reappointment), Rockford, Illinois, May 2021 – May 2027
8. Timothy Gill (Reappointment), Rockford, Illinois, May 2021 – May 2027

Board Member Webster made a motion to suspend the rules on item B. (as listed below), seconded by Board Member Crosby. Motion to suspend the rules was approved by a roll call vote of 20 yes votes. Board Member Webster made a motion to approve the reappointment of Brian Erickson, seconded by Board Member Lindmark. Motion was approved by a roll call vote of 20 yes votes.

B. Zoning Board of Appeals to be Laid Over 30 Days (5-Year Reappointment)

1. Brian Erickson, Rockton, Illinois, May 2021 – May 2026

C. Harlem Cemetery Association to be Laid Over 30 Days (6-Year Reappointment)

1. James Lyford, Caledonia, Illinois, May 2021 – May 2027

REPORTS FROM STANDING COMMITTEES

FINANCE COMMITTEE

9. Board Member Salgado read in for the first reading of an Updated Ordinance Establishing a Property Assessed Clean Energy (“PACE”) Program to be Laid Over. Board Member Salgado made a motion to suspend the rules, seconded by Board Member Fellars. Motion to suspend was approved by a roll call vote of 20 yes votes. Board Member Salgado made a motion to approve the Ordinance, seconded by Board Member Fellars. Discussion by Larry White, Mark Pikus, and

Board Members Butitta, Goral, and Kelley. Motion was approved by a roll call vote of 20 yes votes.

10. PACE Ordinance Red Lined Version

ZONING COMMITTEE

11. Board Member Webster read in for the first reading of SU-02-21 A Special Use Permit for an Agri-Business to allow U-Pick Operations (i.e. an Apple Orchard and Raspberry / Pumpkin Patches), a Cider Mill and a Petting Zoo, inclusive of Traditional Accessory Uses (i.e. a Gift Shop, Parking, etc.) in the AG, Agricultural Priority District for the property that is commonly known as 8218 Cemetery Road, Winnebago, IL 61088 In Burrirt Township, District 1, to be laid over. Board Member McDonald made a motion to suspend the rules, seconded by Board Member Crosby. Motion to suspend the rules was approved by a roll call vote of 20 yes votes. Board Member Webster made a motion to approve SU-02-21 (with conditions), seconded by Board Member McCarthy. Discussion by Board Members Webster and Goral. Motion was approved by a roll call vote of 20 yes votes.

ECONOMIC DEVELOPMENT

12. No Report.

OPERATIONS & ADMINISTRATIVE COMMITTEE

13. Board Member McDonald announced a meeting for next Thursday regarding census status.

PUBLIC WORKS

14. Board Member Tassoni made a motion to approve (21-011) Resolution Authorizing the Award of a Bid for Bridge Deck Sealing, Various Locations (Section 21-00682-00-BR), seconded by Board Member Webster. Motion was approved by a roll call vote of 20 yes votes.
15. Board Member Tassoni made a motion to approve (21-012) Resolution Authorizing the Award of a Bid for 2021 PCC Patching Program (Section 21-00000-02-GM), seconded by Board Member Hoffman. Motion was approved by a roll call vote of 20 yes votes.
16. Board Member Tassoni made a motion to approve (21-013) Resolution Authorizing the Award of Bid for the 2021 Township Seal Coating Program, seconded by Board Member McCarthy. Motion was approved by a roll call vote of 20 yes votes.
17. Board Member Tassoni made a motion to approve (21-014) Resolution Authorizing the Award of a Bid for Bulk Rock Salt, seconded by Board Member Nabors. Discussion by Board Member Tassoni. Motion was approved by a roll call vote of 20 yes votes.

18. Board Member Tassoni made a motion to approve (21-015) Resolution Authorizing the Execution of a Engineering Services Agreement with Effective Management Decisions, LLC to Conduct a Facility Space Needs Assessment for Improvements at the Highway Department's Maintenance Facility (Section 20-00679-00-MG), seconded by Board Member Nabors. Discussion by Board Member Tassoni. Motion was approved by a roll call of 20 yes votes.
19. Board Member Tassoni made a motion to approve (21-016) Resolution Authorizing an Intergovernmental Agreement with the Village of Machesney Park and the City of Loves Park for Cost Sharing for the Operation and Maintenance of a Stage Stream Gage on the Rock River at Latham Road Bridge, seconded by Board Member McDonald. Discussion by Board Member McDonald. Motion was approved by a roll call vote of 20 yes votes.

PUBLIC SAFETY AND JUDICIARY COMMITTEE

20. No Report.

UNFINISHED BUSINESS

FINANCE COMMITTEE

Board Member Salgado made a motion to postpone indefinitely Agenda items A. and B (as listed below), seconded by Board Member Hoffman. Motion was approved by a roll call vote of 20 yes votes.

- A. Resolution Supporting SB1721 – Proposed Amendments to the Property Tax Code (35 ILCS 200/21-90; 35 ILCS 200/21-215; 35 ILCS 200/21-355) Counties Code (55 ILCS 5/5-1121) and Illinois Municipal Code (65 ILCS 5/11-31-1) Laid Over from April 8 and 22, 2021 Meetings.
- B. Resolution Opposing SB2278 – Proposed Amendment to State Statute 55 ILCS 5/5-1006.5 (Special County Retailers' Occupation Tax for Public Safety, Public Facilities, Mental Health, Substance Abuse, or Transportation) Laid Over from April 8 and 22, 2021 Meeting.

APPOINTMENTS

Interim County Chairman Arena entertained a motion to approve Items A., B., and C. (as listed below) together. Board Member Crosby made a motion to approve Items A. B., and C. (as listed below), seconded by Board Member McDonald. Motion was approved by a roll call vote of 20 yes votes.

A. Community Action Agency (1 – Year Appointment)

1. Dorothy Redd, May 2021 – May 2022, Read in 4/22/21, Laid Over 30 Days, Vote 5/27/21

B. 911 ETSB (3 – Year Appointment)

1. Don Carlson, April 2019 – April 2022, Read in 4/22/21, Laid Over 30 Days, Vote 5/27/21

C. Board of Review (2 –Year Appointments)

1. Pamela Cunningham, June 1, 2021 – May 31, 2023, Read in 4/22/21, Laid Over 30 Days, Vote 5/27/21
2. Jay Dowthard, June 1, 2021 – May 31, 2023, Read in 4/22/21, Laid Over 30 Days, Vote 5/27/21

NEW BUSINESS

21. Board Member Webster spoke of gun laws. Discussion by Board Member Crosby.

ANNOUNCEMENTS & COMMUNICATION

22. County Clerk Gummow submitted the Items Listed Below as Correspondence which were “Placed on File” by Chairman Chiarelli:
 - A. County Clerk Gummow submitted from the United States Nuclear Regulatory Commission the following:
 - a. Federal Register / Vol. 86, No. 74/Tuesday, April 20, 2021 / Notices
 - b. Braidwood Station, Units 1 and 2; Byron Station, Unit Nos. 1 and 2; Calvert Cliffs Nuclear Power Plant, Units 1 and 2; Clifton Power Station, Unit No. 1 ; LaSalle County Station, Units 1 and 2; Limerick Generating Station, Units 1 and 2; and Nine Mile Point Nuclear Station, Unit 2 – Request for Additional Information Regarding Proposed Alternative to use ASME Code Case N-893 (EPIDS L-2020-LLR-0147 and 1-2020-llr-0148)
 - c. Byron Station – Design Basis Assurance Inspection (TEAMS) Inspection Report 05000454/2021011 and 05000455/2021011
 - d. Federal Register / Vol. 86, No. 94 / Tuesday, May 18, 2021 / Notices
 - e. Federal Register / Vol. 86, No. 94 / Tuesday, May 18, 2021 / Notices
 - B. County Clerk Gummow submitted from Mediacom Communications Corporation a letter regarding Mediacom Annual Customer Service Report.

- C. County Clerk Gummow submitted the Monthly Report for April, 2021 from the Winnebago County Recorder's Office.
- D. County Clerk Gummow submitted from the Illinois Department of Natural Resources a Grading and/or Vegetation Surety Bond Release.
- E. County Clerk Gummow submitted from Charter Communications a letter regarding the Quarterly Franchise Fee Payment for the following:
 - a. Harlem Township
 - b. Rockton Township
 - c. Roscoe Township
- F. County Clerk Gummow submitted from Charter Communications a letter regarding the Summary of Revenues Franchise Fee for the following:
 - a. Harlem Township
 - b. Rockton Township
 - c. Roscoe Township

Board Member McCarthy spoke of the Memorial Day holiday and what it is truly about.

ADJOURNMENT

- 23. Interim Chairman Arena entertained a motion to adjourn. County Board Member Bilich moved to adjourn the meeting, seconded by Board Member Butitta. Motion was approved by a voice vote. The meeting was adjourned at 6: 48 p.m.

Respectfully submitted,



Lori Gummow
County Clerk
ar

CONSENT AGENDA

RAFFLE APPLICATION REPORT

Presently the County Clerk's office has Raffle Applications submitted by
8 different organizations for 9 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
30518	1	AMERICAN ASSOCIATION OF UNIVERSITY WOMEN-ROCKFORD AREA BRANCH	06/11/2021-07/20/2021	\$ 4,999.00
30519	1	COON CREEK CASTERS	07/04/2021-07/04/2021	\$ 1,000.00
30520	1	ROCKFORD PROMISE	06/11/2021-06/25/2021	\$ 3,000.00
30521	1	ROCKTON-ROSCOE ROTARY	06/25/2021-07/17/2021	\$ 2,450.00
30522	1	ROSCOE LIONS CLUB	06/11/2021-09/12/2021	\$ 8,000.00

The Following Have Requested A Class B, MULTIPLE (2, 3 OR 4) LICENSE

LICENSE #	# OF RAFFLES	NAME OF ORGANIZATION	LICENSE DATES	AMOUNT

The Following Have Requested A Class C, One Time Emergency License

LICENSE #	# OF RAFFLES	NAME OF ORGANIZATION	LICENSE DATES	AMOUNT

The Following Have Requested A Class D, E, & F Limited Annual License

LICENSE #	# OF RAFFLES	NAME OF ORGANIZATION	LICENSE DATES	AMOUNT
30523	1	KEN-ROCK COMMUNITY CENTER	06/11/2021-06/10/2022	\$ 5,000.00
30524	1	KEN-ROCK COMMUNITY CENTER	06/12/2021-06/11/2022	\$ 5,000.00
30525	1	ROCKFORD LUTHERAN SCHOOLS	06/11/2021-06/10/2022	\$ 4,999.99
30526	1	ROCKFORD PARK DISTRICT FOUNDATION	06/11/2021-09/01/2021	\$ 4,999.00

This concludes my report,

Deputy Clerk

Kayla Hilliard

LORI GUMMOW
Winnebago County Clerk

Date

10-Jun-21

Appointments

I have been a resident of Winnebago County for 45 years.

I am asking to be considered for reappointment to the
New Milford Fire Protection District board as the Treasurer Trustee.

I have been Treasurer for 3 terms and have served under
many boards presidents.

I would like to continue as New Milford Fire Protection District Treasurer.

Before becoming a trustee, I was a Fire Fighter with New Milford Fire
Protection District for 10 years.

With the experience listed I believe I am qualified to continue as board treasurer.

Robert M. Sickler

815-871-1755

robsickler17@gmail.com



Executive Summary

Date: June 10, 2021

From: County Board Chairman Joseph V. Chiarelli

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 Joseph V. Chiarelli recommends the following person(s) to serve as County appointees on the **Cherry Valley Fire Protection District Board**

Karl Ericksen, Rockford, Illinois, 3-year reappointment May 19 – May 22

William LeFevre, Cherry Valley, Illinois, 3-year reappointment May 20 – May 23

Rebecca Ihne, Rockford, Illinois, 3-year reappointment May 21 – May 24

About the Cherry Valley Fire Protection District	
Location:	4919 Blackhawk Road, Cherry Valley, IL
Service Description:	Provide fire emergency, medical and other life safety services to the Village of Cherry Valley and Winnebago and Boone Counties
Board Composition:	Three trustees, appointed by the Winnebago County Board Chairman with advice and consent of the County Board
Origin of Entity:	Fire Protection District AT (70 ILCS 705/1)
Property Tax/Funding:	District levies and annual property tax, charges for services and replacement tax
Consolidation/ Dissolution Plan:	<i>If applicable</i>
Compensation:	None

June 2, 2021

Winnebago County Board Chairman Joseph V. Chiarelli
Administration Building
404 Elm Street
Rockford, IL 61101

Dear Chairman Chiarelli,

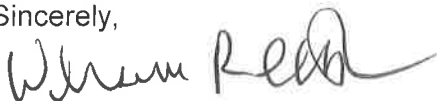
I am asking to be reappointed to the Trustee position for Cherry Valley Fire Protection District. It has been an honor to be able to serve the citizens of the Cherry Valley Fire Protection District as a Trustee since my appointment in 2018. I currently serve as the Treasurer for the Cherry Valley Fire Protection District Board of Trustees and together with my fellow trustees we have made considerable accomplishments however there is still much to be done and I would like to continue to be part of it.

My family and I have lived in the Village of Cherry Valley for over 34 years and in the Fire District for over 40 years. I am married and have three adult children. I have dedicated over 40 years of service to the citizens of the Cherry Valley Fire Protection District as a firefighter, Lieutenant, Battalion Chief, Fire Commissioner and Trustee. The fire service is in our blood, my Uncle was a volunteer for Sterling Fire and my son is a career firefighter for Freeport Fire. My father taught me about hard work, dedication, honesty, integrity, respect, and trust; those are traits I try to teach others and pass on. These life lessons, my passion for helping others and my time working in the fire service have made me who I am today. I believe that we as citizens have a duty to serve in the hope of making our communities a better place to live. I am proud to call Cherry Valley home!

I currently am employed by Crandall Stats & Sensors in Machesney Park, IL as a Principal Engineer. We are a small company that employees 28 people. As with any small company you have to wear many hats. My experience in problem solving, troubleshooting and my technical knowledge gives me a unique perspective when approaching issues. Prior to that I worked for the Barber Colman Company for over 35 years. I am the Charter Organization Representative for Boy Scout Troop 181. I am also a member of St. Rita's Church in Rockford, IL.

I appreciate your time and hope that you along with the Winnebago County Board will approve my reappointment to the position as Trustee of the Cherry Valley Fire Protection District. This trustee position is currently the position where the appointee is a resident in the Village of Cherry Valley. Village President Jim E. Claeysen originally endorsed me in 2018 for this appointment and still does today. Should you have any questions of me please feel free to contact me.

Sincerely,



William R. LeFevre
8907 Sultana Court
Cherry Valley, IL 61016
815-315-2131
wrlefevre@comcast.net

CC: Jim E. Claeysen
Village President
Cherry Valley, IL

WILLIAM R. LEFEVRE

8907 Sultana Court ♦ Cherry Valley, Illinois 61016

Phone: (815) 315-2131

E-mail: wrlefevre@comcast.net

Accomplished, responsible with a reputation for honesty and integrity with over 40 years experience in the Fire Service. Extremely reliable. Not easy to distract from tasks at hand, able to keep calm when situation is chaotic. Logical thinker who can look at situations and use a systematic and unique approach to solving issues.

Core Competencies

- | | | |
|--------------------------|----------------------|-------------------|
| ✓ Leadership / Mentoring | ✓ Team Building | ✓ Problem Solving |
| ✓ Staff Training | ✓ Strategic Planning | ✓ Decision Making |
| ✓ Supervision | ✓ Logical Thinker | ✓ Safety |

ACHIEVEMENTS / AWARDS

- Cherry Valley Fire Protection District Firefighter of the Year 2004
- Cherry Valley Citizen of the Year 2005
- Cherry Valley VFW Post 1576 Firefighter of the Year 2005
- Cherry Valley Fire Protection District Medal of Valor 2007
- Cherry Valley VFW Post 1576 Firefighter of the Year 2009

PROFESSIONAL EXPERIENCE

Cherry Valley Fire Protection District – Cherry Valley, IL

2018 – present

Trustee (Treasurer)

- Finances, Procurement.
- Monthly banking reports.
- Personnel and Human Resources.
- Legal liability, Policies.

2016 - 2018

Fire Commissioner (Secretary)

- Responsible for maintaining a permanent record of all meetings.
- Custodian of all the forms, papers, books, records and completed examinations of the Board.
- Administer testing for career firefighters and department promotional exams.
- Maintain a firefighter eligibility list and department promotional list.
- Work with Chief on any discipline issues with career personnel.

2008 - 2015

Battalion Chief

- Managed over 20 officers and firefighters at Station #1.
- Responsible for monthly personnel reports to the Chief and Trustees.
- Work together with the other officers on our yearly budgets.
- Command and control responsibilities at incident scenes.
- Staffing assignments, weekly and monthly.
- Prepared training materials for department and Chief, working with personnel as required.
- Help manage the largest incident in Cherry Valley Fire's history in June of 2009.
- Hiring of POC personnel.
- Responsible for seeing that all station equipment and apparatus issues were addressed.
- Communicating to the Chief any issues at Station #1 that could affect Department.
- Worked on new apparatus quotes, specifications, and builds.

1987 - 2008

Lieutenant

- Responsible for crew of around 5 firefighters.
- Assist in training of personnel.
- Assigning station duties as per Station Chief.
- Assist Station Chief as required.
- Assist in new personnel interviews.
- Assist with Junior Firefighter Program.

Rebecca Sue (Cornman) Ihne

Education:

- June 1963 - Graduation from Rockford East High School
- June 1967 - Bachelor's Degree in Education from Northern Illinois University
- August 1972 - Master's Degree in Outdoor Education from Northern Illinois Univ.
- About 40 credits earned beyond Master's Degree in Education in Reading, Early Childhood, and Behavior Disorders

Employment:

- 1967-1971 - Rockford School District 205
Teacher/Diagnostician for Learning Disabled children
- 1971-1972 - Part time in Rockford School District
Teacher/Diagnostician for Learning Disabled children
- 1972-1974 - Breaks to have 2 children.
Subbed in Rockford District
Taught summer school in Rockford School District
- Summer 1974 Supervised Student Teachers from Northern Illinois University
- 1975-1976 - Full time in Rockford School District
Teacher/Diagnostician for Learning Disabled children
- 1976-1981 - Kinnikinnick School District
Teacher/Diagnostician for Learning Disabled children
Reading Instructor for 4th & 5th Grade students
- 1981-1986 - Subbed in Rockford School District
- 1986-2000 - Rockford Public School District
Teacher for Behavior Disordered Students (1981-1995)
Reading Specialist & Implementor at Stiles Elementary (1995-2000)
Supervised Student Teachers from Northern Illinois University
- 2000 Retired from Teaching
- 2007-2013 Cherry Valley Fire Protection District - Fire Commissioner - Secretary
- 2013-Present Cherry Valley Fire Protection District - Trustee - Secretary



Cherry Valley Fire Protection District

Administrative Center

4919 Blackhawk Road • Rockford, IL 61109

May 25, 2021

Winnebago County Board Chairman
Joseph V. Chiarelli
404 Elm St.
Room 533
Rockford, IL 61101

Dear Chairman Chiarelli,

I hope that this letter finds you well. The purpose of this communication is to inform you and the members of the Winnebago County Board of my intent and interest to continue serving in my current role as the President of the Board of Trustees for the Cherry Valley Fire Protection District.

Over the past years, the Board of Trustees has worked cohesively with the Chief of the Department and its valued members to implement or update the following:

- Implementation of a District wide Strategic Plan
- Updated Trustee's Rules and Regulations
- Updated Commissioner's Rules and Regulations
- Updated Department Policies
- Implemented Equipment Maintenance and Replacement Plan
- Successfully passed a Bond Referendum to eliminate department debt for the future
- Providing Regional Training for Basic Fire Fighter Operations in partnership with the University of Illinois
- Recently signed a 4 Year Collective Bargaining Agreement with the IAFF Local 4690

As a board, we are extremely proud of our relationship with the Fire Chief, his staff and all the members and stakeholders of the Cherry Valley Fire Protection District.

It would be my honor to continue to serve this great board, organization, and the hard-working taxpayers of the Cherry Valley Fire Protection District.

Sincerely,

Karl Ericksen
President
Board of Trustees
Cherry Valley Fire Protection District
P: 815.378.9157
E: kerickse@cvfpd.com

Phone: (815) 332-5382 • Fax: (815) 873-1292

Professional Profile

Over 14 years of experience with the Cherry Valley Fire Protection District, as well as 10+ years of experience with other fire departments and agencies through instructing and committees. Approximately 2 years as Fire Department Director of Training. Current profession offers day-to-day involvement with tasks and responsibilities associated with operating a well-respected, manufacturing business, locally owned.

- Respected Leader amongst the ranks of Fire Fighters and Officers
- Ability to perform and execute under high stress situations
- Dedicated to Training and Education
- Dedicated to the profession and the people we served
- Continuous Improvement
- Countless hours dedicated to teaching and training

Professional Experience

ROCKFORM CARBIDE MANUFACTURING, INC., Rockford, IL 1997 – Current

- **1997 – 1999: General Clerk**
 - Customer communication, shipping & receiving, general sales
- **1999 – 2003: Sales Representative**
 - Managed sales and growth for several product lines
- **2003 – 2008: Operations Manager**
 - Responsible for the day to day operations company wide, 8-10 employees, answered directly to owners
- **2008 – 2014: Sales Manager**
 - Responsible for all sales and marketing that relates to the company worldwide
- **2014 – Current: Vice President & Owner**
 - Day-to-day operations of entire company

CHERRY VALLEY FIRE PROTECTION DISTRICT, Cherry Valley, IL 1992 – Current

- **1992 – 1995: Junior Firefighter**
 - Attend trainings and events to learn the “trade”
- **1995 – 2003: Firefighter**
 - Typical firefighter duties, including, but not limited to, attending weekly trainings, outside classes and education, meetings, emergency calls, association activities, and public events
- **2003 – 2005: Director of Training**
 - Responsible for training, training grounds and equipment, and training records for the entire department. Organized weekly training schedules, requirements and new recruit induction training classes.

- **2014 – 2015: Fire Commissioner**
 - Board member responsible for the hiring, promotions, discipline and termination of the full time Cherry Valley Fire Fighters
- **2015 – Present: Trustee**
 - Board member responsible for the budget and policy of the district. Active in Fire District functions, including open houses, promotional ceremonies, and other activities involving the community.

Professional Achievements

- 2 Time recipient of the Firefighter of the Year Award
- Recipient of Department Commendation for Successful Rescue in House Fire
- Certified Instructor I, Fire Fighter II, SCUBA, Open Water Rescue, EMT-B
- Respected leader amongst the ranks for Firefighters and Officers
- Past President of the Cherry Valley Firefighters Association
- Founding member of the Regional Recruit Academy to assist in the induction training of new firefighters for local volunteer fire departments

Education

Northern Illinois University, DeKalb, IL

- 3 Years completed

References

- References are available upon request.

Reports of Standing Committees

FINANCE COMMITTEE



Resolution Executive Summary

Prepared By: Lafakeria Vaughn
Committee: Finance Committee
Committee Date: June 3, 2021
Resolution Title: Resolution Approving the Hiring of Outside Legal Counsel for Labor Negotiations
County Code: Not Applicable
Board Meeting Date: June 10, 2021

Budget Information:

Was item budgeted? No	Appropriation Amount: N/A
If not, explain funding source: General Fund	
ORG/OBJ/Project Code: N/A	Budget Impact: N/A

Background Information: The current Collective Bargaining Agreement with several County offices and AFSCME expires on September 30, 2021. The Winnebago County State’s Attorney’s Office (SAO) recommends the hiring of outside legal counsel to provide representation for upcoming labor negotiations. County staff spent approximately 70 hours in the last labor negotiations period (January 2018—March 2019). This includes time “at the table”, caucuses, and meetings with management. This does not include preparation by the SAO and other County staff. Because of the unpredictability of labor negotiations, it is difficult to estimate the costs of outside legal counsel. Nevertheless it is projected that legal fees would be in range of \$30,000 to \$100,000. If the resolution is approved, the funding source will be the County’s General Fund.

Recommendation: The SAO and Winnebago County Administration recommends approval of the resolution to hire outside legal counsel for labor negotiations.

Contract/Agreement: Engagement Letter with SAO and Outside Legal Counsel

Legal Review: Legal review conducted by SAO

Follow-Up: The SAO will execute an Engagement Letter with Outside Legal Counsel. The SAO and Outside Legal Counsel can provide updates to the Finance Committee regarding the progress of labor negotiations.

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

2021 CR _____

SUBMITTED BY: FINANCE COMMITTEE

**RESOLUTION APPROVING THE HIRING OF OUTSIDE LEGAL COUNSEL
FOR LABOR NEGOTIATIONS**

WHEREAS, the current Collective Bargaining Agreement (Agreement) by and among the County Board of the County of Winnebago, Winnebago County Sheriff, Winnebago County Clerk, Winnebago County Recorder of Deeds, Winnebago County Coroner, Winnebago County Auditor, Winnebago County Treasurer (Employer) and American Federation of State, County, and Municipal Employees AFL-CIO, Illinois Council 31 for and on behalf of Local 473 (Union) expires September 30, 2021; and

WHEREAS, the Finance Committee, having conferred with the Winnebago County State's Attorney's Office, desire to retain the services of outside legal counsel to provide representation for labor negotiations regarding said Agreement and has determined it is in the best interests of the County of Winnebago, Illinois; and

NOW, THEREFORE BE IT RESOLVED, by the County Board of the County of Winnebago, Illinois that the Winnebago County State's Attorney's Office is hereby authorized to execute an engagement letter with outside legal counsel for Labor Negotiations.

BE IT FURTHER RESOLVED, the funding source for the services of outside legal counsel will be the County's General Fund.

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

**Respectfully submitted,
FINANCE COMMITTEE**

AGREE

DISAGREE

Jaime Salgado, Chairman

Jaime Salgado, Chairman

Steve Schultz

Steve Schultz

John Butitta

John Butitta

Paul Arena

Paul Arena

Joe Hoffman

Joe Hoffman

Jean Crosby

Jean Crosby

Keith McDonald

Keith McDonald

The above and foregoing Resolution was adopted by the County Board of the County of Winnebago, Illinois this ____ day of _____, 2021.

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

ATTEST:

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



Resolution Executive Summary

Prepared By: Lafakeria Vaughn
Committee: Finance Committee
Committee Date: June 3, 2021
Resolution Title: Ordinance Approving the Hiring of Outside Legal Counsel for Labor Negotiations Budget
County Code: Not Applicable
Board Meeting Date: June 10, 2021

Budget Information:

Was item budgeted? No	Appropriation Amount: N/A
If not, explain funding source: General Fund	
ORG/OBJ/Project Code: 31000-43140	Budget Impact: \$100,000

Background Information: The current Collective Bargaining Agreement with several County offices and AFSCME expires on September 30, 2021. The Winnebago County State's Attorney's Office (SAO) recommends the hiring of outside legal counsel to provide representation for upcoming labor negotiations. County staff spent approximately 70 hours in the last labor negotiations period (January 2018—March 2019). This includes time "at the table", caucuses, and meetings with management. This does not include preparation by the SAO and other County staff. Because of the unpredictability of labor negotiations, it is difficult to estimate the costs of outside legal counsel. Nevertheless it is projected that legal fees would be in range of \$30,000 to \$100,000. If the resolution is approved, the funding source will be the County's General Fund.

Recommendation: The SAO and Winnebago County Administration recommends approval of the resolution to hire outside legal counsel for labor negotiations.

Contract/Agreement: Engagement Letter with SAO and Outside Legal Counsel

Legal Review: Legal review conducted by SAO

Follow-Up: The SAO will execute an Engagement Letter with Outside Legal Counsel. The SAO and Outside Legal Counsel can provide updates to the Finance Committee regarding the progress of labor negotiations.

2021 Fiscal Year

Finance: June 3, 2021

Lay Over: June 10, 2021

Sponsored by:
Jaime Salgado, Finance Committee Chairman

Final Vote: June 24, 2021

2021 CO

TO: THE HONORABLE BOARD 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, 2021 and recommends its adoption.

ORDINANCE

WHEREAS, The Winnebago County Administration and the SAO recommend the County hire outside legal counsel for upcoming labor negotiations.

WHEREAS, the Winnebago County Board adopted the "Annual Budget and Appropriation Ordinance" for the fiscal year ending September 30, 2021 at its September 24, 2020 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 increases detailed per the attached Request for Budget Amendment are hereby authorized for Amendment #**2021-011 Labor Negotiations Outside Legal Counsel**.

(AGREE)

Respectfully Submitted,
FINANCE COMMITTEE
(DISAGREE)

JAIME SALGADO,
FINANCE CHAIRMAN

JAIME SALGADO,
FINANCE CHAIRMAN

JEAN CROSBY

JEAN CROSBY

JOE HOFFMAN

JOE HOFFMAN

PAUL ARENA

PAUL ARENA

STEVE SCHULTZ

STEVE SCHULTZ

KEITH McDONALD

KEITH McDONALD

JOHN BUTITTA

JOHN BUTITTA

The above and foregoing Ordinance was adopted by the County Board of the County of Winnebago, Illinois this ____ day of _____ 2021.

ATTESTED BY:

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

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

2021
WINNEBAGO COUNTY
 FINANCE COMMITTEE
 REQUEST FOR BUDGET AMENDMENT

DATE SUBMITTED:		5/27/2021		AMENDMENT NO: 2021-011			
DEPARTMENT:		Miscellaneous County		SUBMITTED BY: Lafakeria Vaughn			
FUND#:		0001		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							
31000	43140	Legal	\$27,000	\$0	\$27,000	\$100,000	\$127,000
Revenue							
TOTAL ADJUSTMENT:						\$100,000	
Reason budget amendment is required:							
Outside legal counsel is recommended by the SAO and Winnebago County Administration to represent the County in it's upcoming labor negotiations.							
Potential alternatives to budget amendment:							
None							
Impact to fiscal year 2021 budget:							
\$100,000							
Revenue Source:		County General Fund					



Resolution Executive Summary

Prepared By: John P. Giliberti
Committee: Finance Committee
Committee Date: June 3, 2021 DD-MM-YYYY
Resolution Title: Resolution Authorizing Settlement of Litigation (Dennis D. Ballinger v. Frank Haney, Chairman of the Winnebago County Board and the Winnebago County Board) on Title

County Code: Not applicable

Board Meeting Date: June 10, 2021 DD-MM-YYYY

Budget Information:

Was item budgeted? No.	Appropriation Amount: \$174,085.37
If not, explain funding source: County's Delinquent Tax Program proceeds	
ORG/OBJ/Project Code:	Budget Impact: None

Background Information: Settlement of claim against the Winnebago County Board and Frank Haney, by the County's former delinquent tax program agent.

Recommendation: Staff concurs

Contract/Agreement: Not applicable

Legal Review: Legal Review was conducted by the State's Attorney's Office

Follow-Up: Not Applicable

SPONSORED BY: JAIME SALGADO

RESOLUTION
OF THE
FINANCE COMMITTEE
OF THE COUNTY OF WINNEBAGO, ILLINOIS

SUBMITTED BY: FINANCE COMMITTEE

2021CR_____

RESOLUTION AUTHORIZING SETTLEMENT
OF LITIGATION (Dennis D. Ballinger v. Frank Haney, Chairman of the Winnebago County
Board and The Winnebago County Board)

WHEREAS, *Dennis D. Ballinger v. Frank Haney, Chairman of the Winnebago County Board and The Winnebago County Board*, is a pending civil action against the County, filed in the Seventeenth Judicial Circuit, Winnebago County, Illinois, as case number 2020-L-0000154; and

WHEREAS, the Plaintiff therein has agreed to settle all claims he has against Frank Haney, Chairman of the Winnebago County Board and The Winnebago County Board for the sum of One Hundred Seventy-Four and Eighty-Five Thousand Dollars and Thirty-Seven Cents (\$174,085.37); 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 his 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.

WHEREAS, the County Administrator also after having reviewed the facts and circumstances of the aforementioned case and after having conferred with the Winnebago County State's Attorney, through his 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 Finance Committee of 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 One Hundred Seventy-Four and Eighty-Five Thousand Dollars and Thirty-Seven Cents (\$174,085.37).

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 \$174,085.37, 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

DISAGREE

JAIME SALGADO, CHAIRMAN

JAIME SALGADO, CHAIRMAN

STEVE SCHULTZ

STEVE SCHULTZ

JOHN BUTITTA

JOHN BUTITTA

PAUL ARENA

PAUL ARENA

JOE HOFFMAN

JOE HOFFMAN

JEAN CROSBY

JEAN CROSBY

KEITH McDONALD

KEITH McDONALD

The above and foregoing Resolution was adopted by the Finance Committee of the County Board of the County of Winnebago, Illinois, this ____ day of _____, 2021.

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

Attested by:

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



Resolution Executive Summary

Prepared By: David J. Rickert
Committee: Finance Committee
Committee Date: June 3, 2021
Resolution Title: Ordinance authorizing a budget adjustment for Settlement of Litigation (Dennis D. Ballinger v. Frank Haney, Chairman of the Winnebago County Board and the Winnebago County Board)

County Code: Not applicable

Board Meeting Date: June 10, 2021

Budget Information:

Was item budgeted? No.	Appropriation Amount: \$174,085.37
If not, explain funding source:	Tort Judgment Fund (offset by Treasurer & Clerk Tax Agent Funds)
ORG/OBJ/Project Code: 49400/43520	Budget Impact: Pass Thru Transaction

Background Information: Settlement of claim against the Winnebago County Board and Frank Haney, by the County's former delinquent tax program agent.

Recommendation: Staff concurs

Contract/Agreement: Not applicable

Legal Review: Legal Review was conducted by the State's Attorney's Office

Follow-Up: Not Applicable

2021 Fiscal Year

Sponsored by:
Jaime Salgado, Finance Committee Chairman

Finance: June 3, 2021
Lay Over: June 10, 2021
Final Vote: **June 24, 2021**

2021 CO

TO: THE HONORABLE BOARD 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, 2021 and recommends its adoption.

ORDINANCE

WHEREAS, Winnebago County has agreed to a settlement of claim with Dennis D. Ballinger, the County's former delinquent tax program agent.

WHEREAS, the Winnebago County Board adopted the "Annual Budget and Appropriation Ordinance" for the fiscal year ending September 30, 2021 at its September 24, 2020 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 increases detailed per the attached Request for Budget Amendment are hereby authorized for Amendment **#2021-010 Ballinger Settlement**.

(AGREE)

Respectfully Submitted,
FINANCE COMMITTEE
(DISAGREE)

JAIME SALGADO,
FINANCE CHAIRMAN

JAIME SALGADO,
FINANCE CHAIRMAN

JEAN CROSBY

JEAN CROSBY

JOE HOFFMAN

JOE HOFFMAN

PAUL ARENA

PAUL ARENA

STEVE SCHULTZ

STEVE SCHULTZ

KEITH McDONALD

KEITH McDONALD

JOHN BUTITTA

JOHN BUTITTA

The above and foregoing Ordinance was adopted by the County Board of the County of Winnebago, Illinois this ____ day of _____ 2021.

ATTESTED BY:

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

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

2021
WINNEBAGO COUNTY
 FINANCE COMMITTEE
 REQUEST FOR BUDGET AMENDMENT

DATE SUBMITTED:		5/26/2021		AMENDMENT NO: 2021-010			
DEPARTMENT:		TORT JUDGMENT		SUBMITTED BY: Dave Rickert			
FUND#:		194		DEPT. BUDGET NO.		49400	
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							
49400	43520	Liability Claims	\$600,000	\$0	\$600,000	\$174,085	\$774,085
Revenue							
49400	39990	Other Unclassified Revenue	\$0	\$0	\$0	(\$174,085)	(\$174,085)
TOTAL ADJUSTMENT:						\$0	
Reason budget amendment is required:							
Settlement of claim against the Winnebago County Board and Frank Haney, by the County's former delinquent tax program agent.							
Potential alternatives to budget amendment:							
None							
Impact to fiscal year 2021 budget:							
\$0							
Revenue Source:		County Delinquent Tax Program Proceeds					



Resolution Executive Summary

Prepared By: Circuit Court – Thomas Jakeway

Committee: Finance

Committee Date: June 3, 2021

Resolution Title: Resolution for Approval of Budget Amendment for Self-Represented Litigant Grant

County Code: Winnebago County Annual Appropriation Ordinance

Board Meeting Date: June 10, 2021

Budget Information:

Was item budgeted? Yes	Appropriation Amount: Additional \$12,995
If not, explain funding source: State Grant	
ORG/OBJ/Project Code: 60900-43190-01084	Budget Impact: Neutral

Background Information:

The Administrative Office of the Illinois Courts administers grant funds for projects that support self-represented litigants. A total of \$18,000 is awarded to the Winnebago County Circuit Court in FY21. Revenue in this amount has already been posted to the account. Funds will be used to create information resource centers in various courtrooms, as well as to support the build-out of online dispute resolution platforms for minor traffic matters and for parties to develop agreed parenting plans.

Recommendation:

The Department of Information Technology is involved with the development of the online dispute resolution platforms.

Contract/Agreement: See attached.

Legal Review: N/A

Follow-Up: Purchasing of necessary items, ODR platform development, and processing necessary reimbursement paperwork.

2021 Fiscal Year

Finance: Jun 3, 2021

Lay Over: Jun 10, 2021

Sponsored by:

Final Vote: Jun 24, 2021

Jaime Salgado, Finance Committee Chairman

2021 CO

TO: THE HONORABLE BOARD 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, 2021 and recommends its adoption.

ORDINANCE

WHEREAS, a total of \$18,000 in grant funds from the Administrative Office of the Illinois Courts has been awarded to the Winnebago County Circuit Court in furtherance of projects that support self-represented litigants. Specifically, for the creation of information resource centers in various courtrooms, and to support the build-out of on-line dispute resolution platforms for traffic cases and for parties to develop agreed parenting plans.

WHEREAS, the Winnebago County Board adopted the "Annual Budget and Appropriation Ordinance" for the fiscal year ending September 30, 2021 at its September 24, 2020 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 increases detailed per the attached Request for Budget Amendment are hereby authorized for Amendment #2021- 9 **Self-Represented Litigant Grant**.

Respectfully submitted,
FINANCE COMMITTEE

AGREE

DISAGREE

Jaime Salgado, Chairman

Jaime Salgado, Chairman

Steve Schultz

Steve Schultz

John Butitta

John Butitta

Paul Arena

Paul Arena

Joe Hoffman

Joe Hoffman

Jean Crosby

Jean Crosby

Keith McDonald

Keith McDonald

The above and foregoing Ordinance was adopted by the County Board of the
County of Winnebago, Illinois this ____ day of _____, 2021.

Joseph Chiarelli, 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

2021
WINNEBAGO COUNTY
 FINANCE COMMITTEE
 REQUEST FOR BUDGET AMENDMENT

DATE SUBMITTED:		5/17/2021		AMENDMENT NO: 2021- 009	
DEPARTMENT:		Circuit Court		SUBMITTED BY: Thomas Jakeway	
FUND#:		0309		DEPT. BUDGET NO. 60900	

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
60900	43190-01084	Other Professional Services	\$5,005	\$0	\$5,005	\$12,995	\$18,000
TOTAL ADJUSTMENT:						\$12,995	\$18,000

Reason budget amendment is required:

The Administrative Office of the Illinois Courts administers grant funds for projects that support self-represented litigants. A total of \$18,000 is awarded to the Winnebago County Circuit Court in FY21. Revenue in this amount has already been posted to the account. Funds will be used to create information resource centers in various courtrooms, as well as to support the build-out of online dispute resolution platforms for minor traffic matters and for parties to develop agreed parenting plans.

Potential alternatives to budget amendment:

N/A

Impact to fiscal year 2022 budget:

N/A

Revenue Source: AOIC State Reimbursement



222 N. LaSalle St.
Floor 13
Chicago, IL 60601

**ILLINOIS SUPREME COURT COMMISSION ON ACCESS TO JUSTICE
SELF-REPRESENTED LITIGANT COORDINATOR**

2020-2021 GRANT AGREEMENT

NAME OF GRANTEE: Seventeenth Judicial Circuit (Winnebago and Boone Counties)

ADDRESS: 400 W. State Street, Ste 215
Rockford, IL 61101

TELEPHONE NUMBER: 815-319-4806

CONTACT PERSON: Kimberly Ackman
TITLE: Deputy Trial Court Administrator

GRANT AMOUNT: \$17,000

GRANT PERIOD: Aug. 1, 2020-July 31, 2021

This Grant Agreement is hereby entered into between Grantee and the Grantor, Illinois Supreme Court Commission on Access to Justice (ATJ Commission), as of the date the Grantee signs this Agreement. Both parties, intending to be bound by the terms and conditions of this Agreement, do hereby agree as follows:

GRANT CONDITIONS

Grant Purpose: The grant is to be used to support the designated Self-Represented Litigant Coordinator – **Brian Buzard** – to work with the Deputy Trial Court Administrator to establish and implement an Online Dispute Resolution (ODR) program for Traffic and Parenting Plans in Winnebago and Boone counties following the approval of the AOIC and compliance with any further requirements of the Illinois Supreme Court.

Grant Requirements:

Grantor shall:

- a) Facilitate an annual Court Navigator Network training and monthly teleconferences with the Administrative Office of the Illinois Court (AOIC) and other Court Navigator Network members;
- b) Provide support to the Coordinator to further the Grant Purpose; and
- c) Disburse funds to support Grantee upon execution by the parties of this Grant Agreement.



Grantee shall:

- a) Be an active member of the Court Navigator Network and sign a separate Network member Memorandum of Understanding;
- b) Attend all Network training programs and participate in monthly teleconferences with the AOIC and other Network members;
- c) Solicit ongoing feedback from litigants, judges, clerks, and other court staff about the effectiveness of self-help resources and programs;
- d) Act as a liaison between self-represented litigants and court staff;
- e) Track individuals served by the Coordinator to be reported quarterly;
- f) Submit quarterly reports regarding individuals served, budget expenditures, and grant activities as described below;
- g) Update the AOIC about Coordinator activities including inviting the AOIC and ATJ Commission to events related to the grant;
- h) Communicate with JusticeCorps leadership regarding any potential involvement of JusticeCorps members as part of the grant project and receive approval prior to involving JusticeCorps;
- i) Authorize the ATJ Commission and AOIC to copy, use, and publish any images in any format taken during SRL Coordinator events like training or program events;
- j) Create an ODR program that:
 - a. Incorporates stakeholders, including end users,
 - b. Is driven and supported by data,
 - c. Addresses how users with disabilities, limited English proficiency, limited tech proficiency, and low literacy will access the program,
 - d. Minimizes costs to end users, particularly those who qualify for fee waivers,
 - e. Ensures adherence to the rule of law and procedural fairness, and
 - f. Takes into account confidentiality and security of communications and data; and
- k) Explore ways to secure ODR program sustainability at the end of the grant period and/or any renewal period.

Reporting Requirements: Reports shall be submitted on a quarterly basis. The reports are due on November 15, 2020; February 15, 2021, May 15, 2021; and August 15, 2021. A report form will be provided for the reports asking for information on the project's activities and achievements, relevant data, number of litigants served, and financial expenditures for the period.

Notification of Changes in Personnel or Program: If there are significant changes in the Grantee's structure, mission or personnel during the grant period, the Grantee must notify the Grantor of these changes in writing immediately. If the SRL Coordinator does not continue to work for the Grantee, the Grantee must appoint another employee to serve as the SRL Coordinator to satisfy the grant requirements. If the Grantee is unable to find another person to serve as the SRL Coordinator, Grantee shall return to the Grantor any funds not yet used by the Grantee.

Fund Disbursement: Grantee will provide the appropriate information for receiving payment of the Grant Amount by check. Upon receipt of this information and the executed Grant Agreement, Grantor will release the funds.


Fund recompense: The grantee must notify the Grantor in a timely manner if the funds cannot or will not be spent in accordance with the purpose granted. Grantee shall return to Grantor any funds not used by the end of the grant period unless Grantee submits a written request and is granted permission to utilize funds beyond the end of the grant period.

PAYMENT INFORMATION

Pay to the Order of (name): Winnebago County Treasurer
Address: 404 Elm Street
Rockford, IL 61101

If these conditions are acceptable, please sign this form and return it to the Commission on or before **August 15, 2020**.

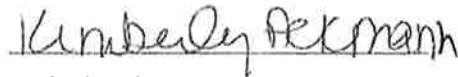
Accepted by:



Judge Doherty

Chief Judge of the Seventeenth Judicial Circuit

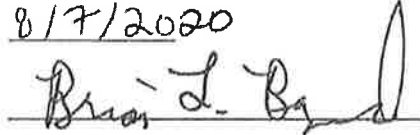
Date: 8/10/20



Kimberly Ackman

Deputy Trial Court Administrator

Date: 8/7/2020



Brian Buzard

Self-Represented Litigant Coordinator

Date: 8/7/20

For the Commission:



Justice Mary K. Rochford

Chair, Commission on Access to Justice

July 31, 2020

Please email the completed agreement to: Jill Roberts, Supervising Senior Program Manager, Access to Justice Division of the AOIC, at jroberts@illinoiscourts.gov.



222 N. LaSalle St.
Floor 13
Chicago, IL 60601

Brian Buzard
SRL Coordinator
Seventeenth Judicial Circuit
400 W. State St. Ste. 215
Rockford, IL 61101

Re: Current SRL Coordinator Grant Funds

Dear Mr. Buzard:

You were awarded \$1,000 for the SRL Coordinator grant cycle for December 1, 2019 to November 30, 2020. Due to the COVID-19 pandemic and its impact on the court system, the current grant period has been extended to July 31, 2021.

You are granted permission to use those funds now through July 31, 2021 on self-represented litigant-related services that align with the signed Grant Agreement executed in November 2019.

Thank you for your dedication to access to justice in your area.

Sincerely,

Hon. Mary K. Rochford
Chair
Illinois Supreme Court Commission on Access to Justice





Resolution Executive Summary

Prepared By: Tanya Harris

Committee: Finance Committee

Committee Date: June 3, 2021

Resolution Title: Resolution for Approval for Workman's Compensation Settlements

Board Meeting Date: June 10, 2021

Budget Information:

Was item budgeted? Yes	Appropriation Amount:
If not, explain funding source:	
ORG/OBJ/Project Code: 49400-43535	Budget Impact:

Background Information: Settlement for Robert Reader in the amount of \$77,878.00

Recommendation: The Finance Committee, chaired by Jaime Salgado, has reviewed the settlements presented to the Board. The Board is asked to approve this settlement in favor of the Committee's recommendations at its June 10, 2021 meeting.

Contract/Agreement:

Legal Review: Carol Hartline with Williams McCarthy LLP negotiated these settlements on behalf of Winnebago County.

Follow-Up:

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

Sponsored by: Jamie Salgado
Submitted by: Finance Committee

2021 CR

**RESOLUTION AUTHORIZING SETTLEMENT OF A CLAIM
AGAINST THE COUNTY OF WINNEBAGO ENTITLED
ROBERT READER VERSUS WINNEBAGO COUNTY IN THE
AMOUNT OF \$77,878.00**

WHEREAS, the County of Winnebago, Illinois, is involved in having claims asserted against it by Robert Reader for injuries allegedly sustained while in the employment of the Highway Department, and,

WHEREAS, the Plaintiff has offered to settle the above claim against the County of Winnebago for consideration payable in the amount of \$77,878.00 for the settlement funding for a Workers Compensation case; and,

WHEREAS, counsel for the County of Winnebago recommends that it is in the best interest of the County of Winnebago to settle the above referenced claims upon the terms of the proposed settlement.

NOW, THEREFORE, BE IT RESOLVED, by the County Board of the County of Winnebago, Illinois that it does hereby authorize settlement of the claims entitled Robert Reader versus County of Winnebago for injuries allegedly sustained by Robert Reader while in the employment of Highway Department by payment of the amount of \$77,878.00 for the settlement for permanent disability for a Workers Compensation case.

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

BE IT FURTHER RESOLVED, that the Clerk of the County Board is hereby authorized to prepare and deliver certified copies of this Resolution to the County Auditor, Director of Purchasing, Human Resources Director, and Williams & McCarthy.

Respectfully Submitted,
FINANCE COMMITTEE

AGREE

DISAGREE

JAIME SALGADO, CHAIRMAN

JAIME SALGADO, CHAIRMAN

STEVE SCHULTZ, VICE CHAIRMAN

STEVE SCHULTZ, VICE CHAIRMAN

PAUL ARENA

PAULA ARENA

JOHN BUTITTA

JOHN BUTITTA

JEAN CROSBY

JEAN CROSBY

JOE HOFFMAN

JOE HOFFMAN

KEITH McDONALD

KEITH MC DONALD

**The above and foregoing Resolution was adopted by the County Board of the County of
Winnebago, Illinois this ____ day of _____ 2021.**

ATTESTED BY:

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

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

**OPERATIONS &
ADMINISTRATIVE
COMMITTEE**

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

2021 CR _____

SUBMITTED BY: OPERATIONS AND ADMINISTRATIVE COMMITTEE

**RESOLUTION URGING THE GENERAL ASSEMBLY AND GOVERNOR TO ASSIST
COUNTIES REQUIRED TO MEET DEADLINES TO REAPPORTION COUNTY
BOARD DISTRICTS WITHOUT UPDATED FEDERAL CENSUS DATA**

WHEREAS, Illinois law (55 ILCS 5/2-3001, *et seq.*) requires that county board districts be redrawn every ten years and requires the utilization of the federal census data to properly reapportion the county board districts; and

WHEREAS, due to the COVID-19 pandemic interfering with the decennial census process, the U.S. Census Bureau missed its statutory deadline of December 31, 2020, to deliver population counts to the President and Congress; and

WHEREAS, this further caused the U.S. Census Bureau to miss its April 1, 2021, deadline to send redistricting counts to the states; and

WHEREAS, this has caused an unpreventable consequence for Winnebago County, Illinois being unable to meet the requirements of the Illinois statute (55 ILCS 5/2-3001, *et seq.*) to reapportion county board districts by July 1, 2021; and

WHEREAS, the U.S. Census Bureau has announced that it will not release the new census data until September 2021; and

WHEREAS, without the federal census data, Illinois counties, including Winnebago County will not be able to fulfill statutory obligations and timetables to redraw county board districts in a manner that utilizes the most recent and updated population counts; and

WHEREAS, the ability to reapportion county board districts using updated numbers is essential to preserving elected representation at the county level that reflects the true and accurate population within Winnebago County; and

WHEREAS, the accuracy for representation is essential for giving voters a meaningful voice within their government and is therefore the foundation for maintaining the integrity and substance of representative government and our democratic institutions.

NOW, THEREFORE BE IT RESOLVED, that the County Board of the County of Winnebago, Illinois urges the General Assembly and the Governor to work with county leaders toward a viable solution intended to address the delay in the federal census data and to ensure that county board districts can be reapportioned using the most accurate numbers.

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

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

Respectfully submitted,
OPERATIONS AND ADMINISTRATIVE COMMITTEE

AGREE

DISAGREE

Keith McDonald, Chairman

Keith McDonald, Chairman

John Butitta, Vice Chairman

John Butitta, Vice Chairman

Jean Crosby

Jean Crosby

Paul Arena

Paul Arena

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 _____, 2021.

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

ATTEST:

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



Resolution Executive Summary

Committee Date: Thursday, June 3, 2021
Committee: Operations & Administrative
Prepared By: Chris Dornbush

Document Title: Resolution Urging The General Assembly And Governor To Assist Counties Required To Meet Deadlines To Reapportion County Board Districts Without Updated Federal Census Data

State Law: 55ILCS 5/2-3001, et seq.

Board Meeting Date: Thursday, June 10, 2021

Budget Information:

Was item budgeted? NA	Appropriation Amount: \$
If not, explain funding source:	
ORG - OBJ - Project Code:	Budget Impact:

Background Information:

Every 10 years the U.S Census Bureau counts the U.S. population as mandated by the U.S. Constitution. The State of Illinois requires that Counties sized and structured as Winnebago County reapportion the board districts by July 1, 2021. Statute further requires a meeting to be held by the 3rd Wednesday of May regarding a reapportionment plan. However, due to the federal government missing the set deadlines, this process (redistricting) is not able to follow the outlined statute. The U.S. Census Bureau data must be used for the reapportionment of county board districts and cannot be substituted. Until the U.S. Census Bureau provides the data, the County is unable to proceed with reapportioning. The County Board Chairman sent a letter addressing these concerns to the Illinois General Assembly Representatives.

Recommendation:

Winnebago County Administration recommends complying with State Statute, until further direction can be given by the State.

Contract/Agreement:

No

Legal Review:

Yes – State Statute.

Follow-Up:

The County Board Chairman will update the Board as the situation develops.



Joseph V. Chiarelli

County Board Chairman

County of Winnebago

May 13, 2021

RE: Reapportionment of Winnebago County Board Districts Timeline

Dear Illinois General Assembly Representatives:

The Illinois law (55 ILCS 5/2-3001, et seq.) requires that county board districts be redrawn every ten years and requires the utilization of the federal census data to properly reapportion the county board districts. Due to the COVID-19 pandemic interfering with the decennial census process, the U.S. Census Bureau missed its statutory deadline of December 31, 2020, to deliver population counts to the President and Congress. This further caused the U.S. Census Bureau to miss its April 1, 2021, deadline to send redistricting counts to the states. Ultimately, this has caused an unpreventable consequence for Winnebago County, Illinois being unable to meet the requirements of the Illinois statute (55 ILCS 5/2-3001, et seq.) to reapportion county board districts by July 1, 2021. In addition, the U.S. Census Bureau has announced that it will not release the new census data until September 2021. Without the federal census data, Illinois counties, including Winnebago County will not be able to fulfill statutory obligations and timetables to redraw county board districts in a manner that utilizes the most recent and updated population counts. The ability to reapportion county board districts using updated numbers is essential to preserving elected representation at the county level that reflects the true and accurate population within Winnebago County. The accuracy for representation is essential for giving voters a meaningful voice within their government and is therefore the foundation for maintaining the integrity and substance of representative government and our democratic institutions. Winnebago County, Illinois urges the General Assembly and the Governor to work with county leaders toward a viable solution intended to address the delay in the federal census data and to ensure that county board districts can be reapportioned using the most accurate numbers.

Sincerely,


Joseph Chiarelli

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

Information maintained by the Legislative Reference Bureau

Updating the database of the Illinois Compiled Statutes (ILCS) is an ongoing process. Recent laws may not yet be included in the ILCS database, but they are found on this site as Public Acts soon after they become law. For information concerning the relationship between statutes and Public Acts, refer to the Guide.

Because the statute database is maintained primarily for legislative drafting purposes, statutory changes are sometimes included in the statute database before they take effect. If the source note at the end of a Section of the statutes includes a Public Act that has not yet taken effect, the version of the law that is currently in effect may have already been removed from the database and you should refer to that Public Act to see the changes made to the current law.

COUNTIES
(55 ILCS 5/) Counties Code.

(55 ILCS 5/Div. 2-3 heading)

Division 2-3. Reapportionment of County for
Election of County Board

(55 ILCS 5/2-3001) (from Ch. 34, par. 2-3001)

Sec. 2-3001. Definitions. As used in this Division, unless the context otherwise requires:

a. "District" means a county board district established as provided in this Division.

b. "County apportionment commission" or "commission" means the county clerk, the State's Attorney, the Attorney General or his designated representative and the chairmen of the county central committees of the first leading political party and the second leading political party as defined in Section 1-3 of The Election Code.

c. "Population" means the number of inhabitants as determined by the last preceding federal decennial census.

d. "Member" or "board member" means a person elected to serve on the county board.

(Source: P.A. 86-962.)

(55 ILCS 5/2-3002) (from Ch. 34, par. 2-3002)

Sec. 2-3002. Counties with population of less than 3,000,000 and with township form of government.

(a) Reapportionment required. By July 1, 1971, and each 10 years thereafter, the county board of each county having a population of less than 3,000,000 inhabitants and the township form of government shall reapportion its county so that each member of the county board represents the same number of inhabitants. In reapportioning its county, the county board shall first determine the size of the county board to be elected, which may consist of not less than 5 nor more than 29 members and may not exceed the size of the county board in that county on October 2, 1969. The county board shall also determine whether board members shall be elected at large from the county or by county board districts.

If the chairman of the county board is to be elected by the voters in a county of less than 450,000 population as provided in Section 2-3007, such chairman shall not be counted as a member of the county board for the purpose of the limitations on the size of a county board provided in this Section.

(b) Advisory referenda. The voters of a county may advise the county board, through an advisory referendum, on questions concerning (i) the number of members of the county board to be elected, (ii) whether the board members should be elected from single-member districts, multi-member districts, or at-large, (iii) whether voters will have cumulative voting rights in the election of county board members, or (iv) any combination of the

preceding 3 questions. The advisory referendum may be initiated either by petition or by ordinance of the county board. A written petition for an advisory referendum authorized by this Section must contain the signatures of at least 8% of the votes cast for candidates for Governor in the preceding gubernatorial election by the registered voters of the county and must be filed with the appropriate election authority. An ordinance initiating an advisory referendum authorized by this Section must be approved by a majority of the members of the county board and must be filed with the appropriate election authority. An advisory referendum initiated under this Section shall be placed on the ballot at the general election designated in the petition or ordinance.

(Source: P.A. 93-308, eff. 7-23-03.)

(55 ILCS 5/2-3002.5)

Sec. 2-3002.5. Beginning with members elected at the general election in 2002, counties having a population between 800,000 and 3,000,000 according to 2000 decennial census shall have no more than 18 members on their county board. If the chairman of the county board is elected at-large by the voters of the county as provided in Section 2-3007, the chairman shall not be counted as a member of the county board for the purpose of the limitations on the size of the county board provided in this Section. Neither a member nor the chairman of that county board shall serve simultaneously as commissioner or president of the board of commissioners of the forest preserve district. No person shall seek election to both the county board and the forest preserve commission at the same election.

(Source: P.A. 91-933, eff. 12-30-00.)

(55 ILCS 5/2-3003) (from Ch. 34, par. 2-3003)

Sec. 2-3003. Apportionment plan.

(1) If the county board determines that members shall be elected by districts, it shall develop an apportionment plan and specify the number of districts and the number of county board members to be elected from each district and whether voters will have cumulative voting rights in multi-member districts. Each such district:

a. Shall be substantially equal in population to each other district;

b. Shall be comprised of contiguous territory, as nearly compact as practicable; and

c. May divide townships or municipalities only when necessary to conform to the population requirement of paragraph a. of this Section.

d. Shall be created in such a manner so that no precinct shall be divided between 2 or more districts, insofar as is practicable.

(2) The county board of each county having a population of less than 3,000,000 inhabitants may, if it should so decide, provide within that county for single member districts outside the corporate limits and multi-member districts within the corporate limits of any municipality with a population in excess of 75,000. Paragraphs a, b, c and d of subsection (1) of this Section shall apply to the apportionment of both single and multi-member districts within a county to the extent that compliance with paragraphs a, b, c and d still permit the establishment of such districts, except that the population of any multi-member district shall be equal to the population of any single member district, times the number of members found within that multi-member district.

(3) In a county where the Chairman of the County Board is elected by the voters of the county as provided in Section 2-

3007, the Chairman of the County Board may develop and present to the Board by the third Wednesday in May in the year after a federal decennial census year an apportionment plan in accordance with the provisions of subsection (1) of this Section. If the Chairman presents a plan to the Board by the third Wednesday in May, the Board shall conduct at least one public hearing to receive comments and to discuss the apportionment plan, the hearing shall be held at least 6 days but not more than 21 days after the Chairman's plan was presented to the Board, and the public shall be given notice of the hearing at least 6 days in advance. If the Chairman presents a plan by the third Wednesday in May, the Board is prohibited from enacting an apportionment plan until after a hearing on the plan presented by the Chairman. The Chairman shall have access to the federal decennial census available to the Board.

(4) In a county where a County Executive is elected by the voters of the county as provided in Section 2-5007 of the Counties Code, the County Executive may develop and present to the Board by the third Wednesday in May in the year after a federal decennial census year an apportionment plan in accordance with the provisions of subsection (1) of this Section. If the Executive presents a plan to the Board by the third Wednesday in May, the Board shall conduct at least one public hearing to receive comments and to discuss the apportionment plan, the hearing shall be held at least 6 days but not more than 21 days after the Executive's plan was presented to the Board, and the public shall be given notice of the hearing at least 6 days in advance. If the Executive presents a plan by the third Wednesday in May, the Board is prohibited from enacting an apportionment plan until after a hearing on the plan presented by the Executive. The Executive shall have access to the federal decennial census available to the Board.

(Source: P.A. 96-1540, eff. 3-7-11; 97-986, eff. 8-17-12.)

(55 ILCS 5/2-3004) (from Ch. 34, par. 2-3004)

Sec. 2-3004. Failure to complete reapportionment. If any county board fails to complete the reapportionment of its county by July 1 in 2011 or any 10 years thereafter or by the day after the county board's regularly scheduled July meeting in 2011 or any 10 years thereafter, whichever is later, the county clerk of that county shall convene the county apportionment commission. Three members of the commission shall constitute a quorum, but a majority of all the members must vote affirmatively on any determination made by the commission. The commission shall adopt rules for its procedure.

The commission shall develop an apportionment plan for the county in the manner provided by Section 2-3003, dividing the county into the same number of districts as determined by the county board. If the county board has failed to determine the size of the county board to be elected, then the number of districts and the number of members to be elected shall be the largest number to which the county is entitled under Section 2-3002.

The commission shall submit its apportionment plan by October 1 in the year that it is convened, except that the circuit court, for good cause shown, may grant an extension of time, not exceeding a total of 60 days, within which such a plan may be submitted.

(Source: P.A. 96-1540, eff. 3-7-11.)

(55 ILCS 5/2-3005) (from Ch. 34, par. 2-3005)

Sec. 2-3005. Filing of apportionment plan. The apportionment plan developed by the county board or the county apportionment

commission, as the case may be, must be filed in the office of the county clerk by the time required by this Division. The county clerk shall promptly forward copies of that plan to the chairman of the county board and shall keep other copies of the plan available for distribution free of charge to any registered voter of the county requesting a copy.
(Source: P.A. 86-962.)

(55 ILCS 5/2-3006) (from Ch. 34, par. 2-3006)

Sec. 2-3006. Failure to file apportionment plan; election of board members at large. If no apportionment plan is filed with the county clerk as required by this Division, the members of the county board shall be elected at large in the county. If the county board has determined the number of members for the board, that number shall be elected; otherwise, the number of members to be elected shall be the largest number to which the county is entitled under Sections 2-3002 and 2-3002.5.
(Source: P.A. 91-933, eff. 12-30-00.)

(55 ILCS 5/2-3007) (from Ch. 34, par. 2-3007)

Sec. 2-3007. Chairman of county board; election and term. Any county board when providing for the reapportionment of its county under this Division may provide that the chairman of the county board shall be elected by the voters of the county rather than by the members of the board. In that event, provision shall be made for the election throughout the county of the chairman of the county board, but in counties over 3,000,000 population no person may be elected to serve as such chairman who has not been elected as a county board member to serve during the same period as the term of office as chairman of the county board to which he seeks election. In counties over 300,000 population and under 3,000,000 population, the chairman shall be elected as chairman without having been first elected to the county board. Such chairman shall not vote on any question except to break a tie vote. In all other counties the chairman may either be elected as a county board member or elected as the chairman without having been first elected to the board. Except in counties where the chairman of the county board is elected by the voters of the county and is not required to be a county board member, whether the chairman of the county board is elected by the voters of the county or by the members of the board, he shall be elected to a 2 year term. In counties where the chairman of the county board is elected by the voters of the county and is not required to be a county board member, the chairman shall be elected to a 4 year term. In all cases: (i) the term of the chairman of the county board shall commence on the first Monday of the month following the month in which members of the county board are elected, and (ii) no person may simultaneously serve as a member of a county board and the chairman of the same board if the office of chairman is elected by the voters of the county rather than by the members of the board.

(Source: P.A. 99-924, eff. 1-20-17.)

(55 ILCS 5/2-3008) (from Ch. 34, par. 2-3008)

Sec. 2-3008. Determination of method of compensation of members of county board. At the time it reapportions its county under this Division, the county board shall determine whether the salary to be paid the members to be elected shall be computed on a per diem basis, on an annual basis or on a combined per diem and annual basis, and shall fix the amount of that salary. If the county board desires before the next reapportionment to change the basis of payment or amount of compensation after fixing those items, it may do so by ordinance

or by resolution. Those changes shall not however, take effect during the term for which an incumbent county board member has been elected. In addition, the county board shall determine the amount of any additional compensation for the chairman of the county board. The county board may adjust that additional compensation at any time adjustments in the salary of board members may be made. Those adjustments shall not however, take effect during the term for which the incumbent chairman of the county board has been elected.

(Source: P.A. 86-962.)

(55 ILCS 5/2-3009) (from Ch. 34, par. 2-3009)

Sec. 2-3009. Terms of board members; vacancies; elections.

(a) County board member elections by county board districts.

In those counties subject to this Division which elect county board members by county board districts the members shall, no later than 45 days after December 15, 1982, and thereafter no later than September 1 of the year of the next general election following reapportionment, divide the county board districts publicly by lot as equally as possible into 2 groups. Board members or their successors from one group shall be elected for successive terms of 2 years, 4 years and 4 years; and members or their successors from the second group shall be elected for successive terms of 4 years, 4 years, and 2 years. A county under this subsection may, by ordinance, decide to divide the county board districts into 3 rather than 2 groups. If a county adopts an ordinance to this effect, the members of the county board shall divide the county board districts publicly by lot as equally as possible into 3 groups no later than September 1 of the year of the next general election following reapportionment. Board members or their successors from one group shall be elected for successive terms of 2 years, 4 years, and 4 years; members or their successors from the second group shall be elected for successive terms of 4 years, 2 years, and 4 years; and members or their successors from the third group shall be elected for successive terms of 4 years, 4 years, and 2 years. All terms shall commence on the first Monday of the month following the month of election.

(b) County board member elections at large. In those counties which elect county board members at large, under Sections 2-3002 and 2-3006, the members elected in the general election following reapportionment shall, no later than 45 days after taking office, divide themselves publicly by lot as equally as possible into 2 groups. Board members or their successors from one group shall be elected for successive terms of 2 years, 4 years and 4 years; and members or their successors from the second group shall be elected for successive terms of 4 years, 4 years and 2 years. A county under this subsection may, by ordinance, decide to divide the county board members into 3 rather than 2 groups. If a county adopts an ordinance to this effect, the members of the county board elected in the general election following reapportionment shall, no later than 45 days after taking office, divide themselves publicly by lot as equally as possible into 3 groups. Board members or their successors from one group shall be elected for successive terms of 2 years, 4 years, and 4 years; members and their successors from the second group shall be elected for successive terms of 4 years, 2 years, and 4 years; and members or their successors from the third group shall be elected for successive terms of 4 years, 4 years, and 2 years. All terms shall commence on the first Monday of the month following the month of election.

(c) Vacancies; time for elections. In counties under subsection (a) or (b), if a vacancy occurs in the office of chairman of the county board, the remaining members of the board

shall elect one of the members of the board to serve for the balance of the unexpired term of the chairman.

In counties under subsection (a) or (b), the time for the election of county board members shall be as provided by the general election law for the election of such members.

(Source: P.A. 86-962; 87-924.)

(55 ILCS 5/2-3010) (from Ch. 34, par. 2-3010)

Sec. 2-3010. Multi-member districts. In making the determination by lot, pursuant to Section 2-3009, as to which members shall serve for 2 years and which for 4 years, the county board of a county having multi-member districts may provide for the drawing of lots in such manner as to insure that in each district the number of members drawing 2 year and 4 year terms, respectively, shall be equal, or as nearly equal as possible.

Any such determination by lot made before October 1, 1973 is validated.

(Source: P.A. 86-962.)

(55 ILCS 5/2-3015)

Sec. 2-3015. Qualifications of County Board Members and Commissioners. In counties with a population of 3,000,000 or less, no person is eligible to hold the office of county board member or commissioner unless he or she is a legal voter and has been a resident of the county for at least one year next preceding the election.

(Source: P.A. 90-173, eff. 1-1-98.)

Clock ticking on tight timeline to redistrict county boards

Published Monday, October 12, 2020 | Source: (/)

Data collection for the 2020 U.S. Census is currently scheduled to end Sept. 30. While that closes one window, it opens others, including the time period for many county governments to redistrict their governing boards and the opportunity for citizens to get involved in the process.

Counties that elect board members by district will draw new county board districts in a process called redistricting, or reapportionment.

Counties with populations of fewer than 3,000,000 people that use a township form of government must complete their redistricting plans by July 1, 2021. Counties operating under the commission form of government, in which voters elect commissioners by district, must redistrict by May 31.

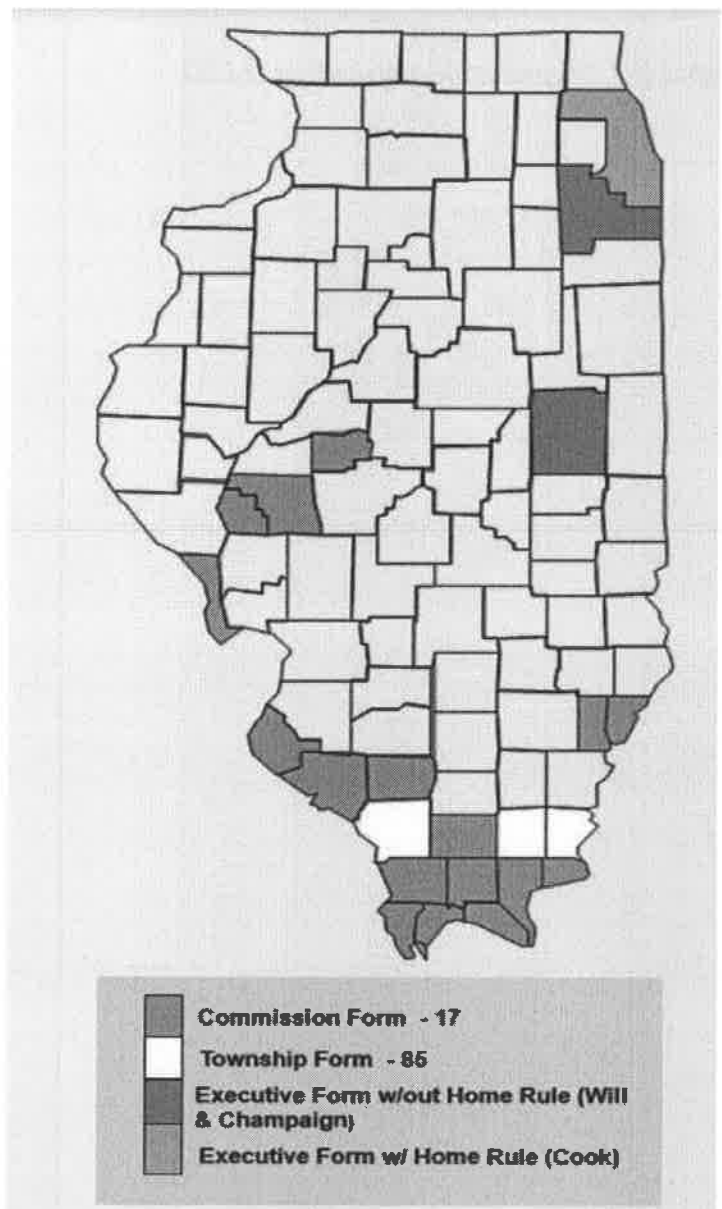
The redistricting process consists of redrawing district boundary lines based on the census' new population figures. The census will show that some districts have gained residents, while others have lost some. Redrawing the lines ensures each district has the same number of people, complying with the constitutional tenet that each voter has an equal say. Counties in which board members are elected at large don't require redistricting.

Besides redistricting, counties can use this time as an opportunity to make other changes to the government structure, including:

1. The number of districts.
2. The number of members representing a district.
3. Whether members are elected by district or at large.

Currently, 76% of Illinois counties elect their representatives by district, compared with 24% at large.

4. Number of total board members. Counties with a population less than 800,000 must consist of at least five board members, no more than 29 and no more than the size of the board on Oct. 2, 1969. Counties with a population between 800,000 and 3,000,000 must have no more than 18 board members.



County government officials don't have much time to make these changes and neither does anyone who wants to get involved.

As part of the process, many county boards will hold at least one public hearing and take comments from local residents. These hearings allow citizens to make their voices heard on how potential changes might impact them.

However, by law, only in those counties where the redistricting plan is developed by the chairman of the county board elected by the voters or, by a County Executive elected by the voters is there a requirement to hold a public hearing on the redistricting plan.

With a relatively short timeline, this process will likely be a priority for many county boards. Whether a public hearing is required by law, or in response to civic pressure placed on the board by county residents, be on the lookout for opportunities for public input and be ready to get involved.

This article first appeared in the September-October edition of LINK. (<https://www.ilfb.org/media/7437/link-sept-oct-2020-vol-11-issue-5.pdf>)

Tags: [LINK \(/resources/ifb-in-action/?tag=LINK\)](#)





Resolution Executive Summary

Prepared By: Debbie Crozier/Human Resources

Committee: Operations and Administrative Committee

Committee Date: June 3, 2021

Resolution Title: Resolution Authorizing the Renewal of the Onsite Wellness Center

Board Meeting Date: June 10, 2021

Budget Information:

Was item budgeted? Yes	Appropriation Amount: 3.3%
If not, explain funding source:	
ORG/OBJ/Project Code: 48510/43175 Budget Impact: No	

Background Information: The County of Winnebago implemented an onsite Wellness Center on October 1, 2013. Effective July 1, 2019, SwedishAmerican Health System took over operating the Wellness Center. Initially, the Center was only utilized by employees and their dependents that elected the group health insurance plan. Over the past few several years, we have added pre-employment physicals, drug screens, and work comp services to the Center.

Recommendation: The Operations and Administrative Committee, chaired by Keith McDonald, has reviewed the resolution presented to the Board and recommends its approval. Rates for the Onsite Wellness Center are increasing 3.3% effective July 1, 2021, 3% effective July 1, 2022 and 3% effective July 1, 2023.

Contract/Agreement: July 1, 2021 through June 30, 2024

Legal Review: Reviewed with the States Attorney's office.

Follow-Up: If approved, this would be effective July 1, 2021.

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

Sponsored by: Keith McDonald
Submitted by: Operations and Administrative Committee

2021 CR

**RESOLUTION AUTHORIZING THE EXECUTION OF A RENEWAL AGREEMENT WITH SWEDISHAMERICAN
HEALTH SYSTEM FOR ONSITE WELLNESS CENTER SERVICES**

WHEREAS, the County of Winnebago, Illinois, offers to its employees with the group health insurance the option of utilizing an onsite Center; and,

WHEREAS, in February 2019, the County sent out a bid to six vendors (including two local hospitals) for onsite Wellness Center Services; and,

WHEREAS, the County awarded services to SwedishAmerican Health System for two (2) year contract agreement with the option of three (3) additional one (1) year terms; and,

WHEREAS, SwedishAmerican Health System has proposed the following rate increases to the County of Winnebago effective July 1, 2021:

July 1, 2021-June 30, 2022 3.3% Increase
July 1, 2022-June 30, 2023 3% Increase
July 1, 2023-June 30, 2024 3% Increase

WHEREAS, the Operations and Administrative Committee of the County Board for the County of Winnebago, Illinois has reviewed the renewal agreement, RESOLUTION EXHIBIT A, and recommends that the County Board authorize execution of an agreement with SwedishAmerican for the administration of the onsite Wellness Center services.

NOW, THEREFORE BE IT RESOLVED, by the County Board of the County of Winnebago, Illinois that the Winnebago County Board Chairman is hereby authorized to execute an agreement with SwedishAmerican Health System, 1313 East State Street, Rockford, IL 61104 for administration of the onsite Wellness Center services.

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 Director of Purchasing, Director of Human Resources, the County Auditor and the County Board Office.

Respectfully Submitted,
OPERATIONS AND ADMINISTRATIVE COMMITTEE

AGREE

DISAGREE

KEITH McDONALD, CHAIRMAN

KEITH McDONALD, CHAIRMAN

JOHN BUTITTA, VICE CHAIRPERSON

JOHN BUTITTA, VICE CHAIRMAN

PAUL ARENA

PAUL ARENA

JEAN CROSBY

JEAN CROSBY

JOE HOFFMAN

JOE HOFFMAN

DOROTHY REDD

DOROTHY REDD

JAIME SALGADO

JAIMIE SALGADO

The above and foregoing Resolution was adopted by the County Board of the County of Winnebago, Illinois this ____ day of _____ 2021.

ATTESTED BY:

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

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

EMPLOYEE HEALTH AND WELLNESS SERVICES AGREEMENT
between
SWEDISHAMERICAN HOSPITAL
and
WINNEBAGO COUNTY
(July 1, 2021)

THIS EMPLOYEE HEALTH AND WELLNESS SERVICES AGREEMENT (this "Agreement") is entered into as of the 1st day of July, 2021, ("Effective Date") by and between **SWEDISHAMERICAN HOSPITAL**, an Illinois not for profit corporation ("SwedishAmerican") and **WINNEBAGO COUNTY**, an Illinois body politic. **WINNEBAGO COUNTY** and **SWEDISHAMERICAN** may be referred to individually as a "Party" or collectively as the "Parties" to this Agreement.

WHEREAS, **WINNEBAGO COUNTY** is an Illinois body politic located in northern Illinois; and

WHEREAS, SwedishAmerican is a division of UW Health, operates two (2) licensed hospitals, and provides a wide range of inpatient, outpatient, and ambulatory health care services, including primary care and wellness services to the residents of northern Illinois; and

WHEREAS, **WINNEBAGO COUNTY** desires to contract with SwedishAmerican for the provision of certain health and wellness services to **WINNEBAGO COUNTY**'s employees and their eligible dependents; and

WHEREAS, SwedishAmerican and **WINNEBAGO COUNTY** have reached an agreement on the terms and conditions under which the health and wellness services will be provided.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the Parties agree as follows:

1. Definitions.

(a) "Clinic" means the Winnebago County Health and Wellness Center located at 526 W. State Street, Rockford, Illinois 61101 and to be operated to provide Primary Care and Wellness Services to eligible WINNEBAGO COUNTY employees and their families as defined under this Agreement and state and federal law.

(b) "Covered Services" means Primary Care and Wellness Services and Occupational Medicine Services.

(c) "Member" or "Members" means each individual or all individuals enrolled to receive Primary Care and Wellness Services, or Occupational Medicine Services, at Clinic under this agreement.

(d) "Occupational Medicine Services" means those services to be provided by SwedishAmerican to Members who are employed by WINNEBAGO COUNTY, as set forth on Exhibit A attached hereto and incorporated by reference herein.

(e) "Payor" means WINNEBAGO COUNTY and its agents and representatives, including any insurer, third party administrator, or the like, of WINNEBAGO COUNTY's health plans.

(f) "Primary Care and Wellness Services" means those services to be provided by SwedishAmerican to Members under this Agreement, as set forth on Exhibit B attached hereto and incorporated by reference herein.

(g) "Reimbursable Non-Covered Services" means reasonable and necessary health care services furnished to a Member that are not Covered Services, but are eligible for reimbursement under a health plan maintained by WINNEBAGO COUNTY.

(h) "Term Year" means each twelve (12)-month period beginning July 1 and ending June 30 during the term of this Agreement.

(i) "Health Plan" means the overall health benefits provided by a WINNEBAGO COUNTY employer sponsored health plan for its employees and their dependents pursuant to one or more plan documents.

2. Obligations of SwedishAmerican.

(a) Provision of Covered Services. SwedishAmerican agrees to provide Covered Services to Members, at the Clinic. The Clinic will be operated in conformance with the quality standards offered to all SwedishAmerican patients at all of its clinic locations and those required by the County. The Clinic will be open not less than forty (40) hours per week (except as any week's schedule is reduced by holidays) exclusively for Members, by walk in or appointment, on such schedule as is mutually agreeable to the Parties. Holidays are: New Year's Day, Memorial Day, 4th of July, Labor Day, Thanksgiving Day Christmas Eve, and Christmas Day. Covered Services shall be provided by licensed physician assistants and/or advanced practice nurses who will be supervised by physicians (primarily family practice physicians), (collectively, the "Clinic Practitioners"). Staffing at the Clinic will include the following support staff positions: one (1) advanced practice provider and one (1) medical assistant.

(b) Branding of Clinic. The Clinic shall be publicly identified as the Winnebago County Health and Wellness Center. SwedishAmerican shall be responsible for the branding on all Clinic materials and all related wellness program materials related to services operated and managed by SwedishAmerican.

(c) Medical Records. SwedishAmerican shall maintain a personal and confidential medical record for each Member receiving Covered Services pursuant to this Agreement. Medical records shall contain such information as determined appropriate by SwedishAmerican in conformance with generally accepted medical practice and as required by state and federal laws and regulations. Medical records shall be and remain the property of each applicable Member and SwedishAmerican (as applicable) and shall not be accessed, removed or transferred from SwedishAmerican except in accordance with applicable state and federal laws and regulations and SwedishAmerican's rules and regulations. To the extent permitted by law and SwedishAmerican's rules and regulations, and provided that Payor has obtained written consent from the applicable Member, SwedishAmerican shall permit Payor to inspect and make copies of a Member's medical records. Payor shall reimburse SwedishAmerican in an amount equal to SwedishAmerican's standard reproduction or copying charges related to the provision of medical records. If a Member requests that his/her records be sent to an office outside of the SwedishAmerican Health System, SwedishAmerican shall promptly respond to such request consistent with its standard policies and procedures for medical record transfers.

(d) Clinic Operating Expenses. All expenses of furnishing, equipping, and operating the Clinic shall be borne solely by SwedishAmerican, except as provided in Section 3(b) below.

3. Winnebago County's Obligations.

(a) Payment for Covered Services. WINNEBAGO COUNTY, on behalf of its members, shall pay to SwedishAmerican Fees determined in accordance with Exhibit C attached hereto, for all Covered Services. Except as set forth in Section 6 below, SwedishAmerican shall not be entitled to any additional compensation from WINNEBAGO COUNTY, and shall not bill any Member for Covered Services.

(b) Clinic Space. WINNEBAGO COUNTY, at its expense, shall provide the Clinic space, consisting of 2640 sq. ft., at 526 W. State St., Rockford, Illinois, along with adequate water, electricity, heating and air conditioning.

(c) Member Identification. WINNEBAGO COUNTY shall provide to SwedishAmerican, a list or other means of identifying Members entitled to receive Covered Services, updated regularly, in a format mutually agreeable to the Parties.

4. Employee Benefit Plans. WINNEBAGO COUNTY acknowledges and agrees that SwedishAmerican is not an insurance carrier or health plan and this Agreement does not establish a health plan or health care insurance coverage or provide for insured services. WINNEBAGO COUNTY further acknowledges and agrees that the Covered Services are not insured services, do not, and are not intended to, create a health plan or insurance policy, and do not serve as a substitute for healthcare insurance coverage for the employees and their dependents of WINNEBAGO COUNTY.

5. Annual Review of Fees. At the request of either Party, not more often than annually, the Parties shall engage in a good faith review of the fees for all Covered Services. Any change in fees shall be set forth in a written and signed amendment to this Agreement. Changes to the fees will be effective on the first (1st) day of the next Term Year.

6. Billing and Payment for Reimbursable Non-Covered Services. In the event Reimbursable Non-Covered Services are provided to any Member at the Clinic, SwedishAmerican shall present sufficient information to enable WINNEBAGO COUNTY to determine whether, and to what extent, payment to SwedishAmerican for such services is appropriate.

7. Representations and Warranties.

Each Party represents and warrants to the other Party as follows:

(a) It is an entity duly organized and validly existing under the laws of the State of Illinois;

(b) It has, and will have for the Term, full authority to enter into this

Agreement and to perform its obligations hereunder;

(c) This Agreement constitutes its legal, valid and binding obligation, enforceable against it in accordance with its terms;

(d) There are no proceedings by or before any governmental body or court, now pending or, to its knowledge, threatened against it or any of its subsidiaries that if adversely determined, could reasonably be expected to have a material adverse effect on the Party's ability to perform its obligations under this Agreement;

(e) The Parties will perform their obligations in a manner that complies with applicable laws, regulations, ordinances and codes, including identifying and procuring required permits, certificates, approvals and inspections;

(f) In the event that either Party becomes aware of any facts or circumstances that suggest performance under this Agreement may be in violation of any law or regulation, it shall immediately notify the other Party.

8. Compliance with Laws. Each Party shall comply with all applicable state, federal, local, national and provincial laws, rules and regulations, including all applicable registration and licensing requirements.

9. Term and Termination.

(a) Term. Subject to the remaining provisions of this Section 9, the term of this Agreement shall commence on the Effective Date and shall remain in effect for a period of three (3) years (the "Term"), unless earlier terminated as provided in 9(b) or 9(c) below. By written agreement of the Parties, the Term may be extended for up to three (3) additional one (1)-year terms.

(b) Termination With Cause. Subject to Section 14 below, either Party shall have the right to terminate this Agreement immediately upon written notice to the other Party if:

- 1) SwedishAmerican's license or licenses to provide services (including but not limited to the Covered Services) or otherwise perform its obligations under this Agreement is/are terminated, suspended or restricted in any material way;
- 2) A Party commits a material breach of this Agreement and has not implemented steps to cure the breach within thirty (30) days of written notice describing the breach with reasonable specificity;

- 3) In performing or failing to perform the services or any other obligations under this Agreement (including but not limited to the Covered Services), the Party violates any law in a manner which has or would have a material adverse effect on the other Party and/or any of the Members; or
- 4) A Party is the subject of any proceedings under bankruptcy laws or other insolvency laws or is declared subject to judicial supervision or enter into liquidation.

(c) Termination Without Cause. Either Party shall have the right to terminate this Agreement without cause upon one hundred eighty (180) days' advance written notice to the other Party.

(d) Continuation of Obligations. In the event of termination of this Agreement, WINNEBAGO COUNTY shall pay SwedishAmerican in accordance with the terms of this Agreement for all unpaid Fees as of the date of termination. Monthly fees will be prorated to the date of termination.

10. Insurance and Indemnity.

(a) Insurance. SwedishAmerican shall, throughout the term of this Agreement and as otherwise provided below, maintain, at its sole cost and expense, policies of insurance or a program of self-insurance providing coverage for its general liability, worker's compensation, and, where applicable, professional liability with minimum limits of liability of Two Million and No/100 Dollars (\$2,000,000) per occurrence and Three Million and No/100 Dollars (\$3,000,000) in the aggregate. For clarification, the insurance limits provided herein are in no way intended to apply to malpractice insurance policies, and SwedishAmerican agrees that its providers who are providing the Covered Services will carry malpractice insurance in amounts not less than One Million and No/100 Dollars (\$1,000,000.00) per occurrence and Three Million and No/100 Dollars (\$3,000,000.00) in the aggregate.

(b) Indemnity by Winnebago County. Except as provided in Section 10(d) below, WINNEBAGO COUNTY agrees to indemnify, defend and hold harmless SwedishAmerican, its parents, subsidiaries, and affiliates, and their respective officers, directors, members, stockholders, employees and agents (the "SwedishAmerican indemnified parties"), from and against any liability, claim, action, loss, cost, damage or expense ("Liability") incurred or suffered by SwedishAmerican or any of the other SwedishAmerican indemnified parties to the extent that any such Liability is caused by WINNEBAGO COUNTY's breach of any of its obligations under this Agreement.

(c) Indemnity by SwedishAmerican. Except as provided in Section 10(d) below, SwedishAmerican hereby agrees to indemnify, defend and hold harmless, its parents, subsidiaries, and affiliates, and their respective officers, directors, members, stockholders, employees and agents, (the "WINNEBAGO COUNTY indemnified parties") from and against any liability incurred or suffered by WINNEBAGO COUNTY or any of the other indemnified parties directly or indirectly, arising out of the acts or omissions of SwedishAmerican or its agents or employees arising under or relating to this Agreement.

(d) Coordination of Insurance Coverage. Notwithstanding Sections 10(b) and 10(c) above, the obligation of WINNEBAGO COUNTY and SwedishAmerican respectively to indemnify each other shall not apply to: (i) the extent that such application would nullify any existing insurance coverage of the indemnifying party applicable to the underlying event giving rise to indemnification; or (ii) that portion of any claim or loss in which an insurer is obligated to defend or satisfy. However, a Party's obligation to indemnify the other Party pursuant to Section 10(b) or 10(c) (as applicable) shall include the obligation to indemnify for acts, omissions, and amounts that are covered by insurance to the extent that damages, expenses, and costs exceed the limits of such coverage.

(e) Survival. The provision of this Section 10 will survive the termination or expiration of this Agreement.

11. Member Privacy. The Parties shall maintain the privacy and security of individually identifiable patient health information of all Members in accordance with all relevant state and federal laws and regulations, including, but not limited to, the privacy and security standards of the Health Insurance Portability and Accountability Act of 1996 set forth at 45 CFR parts 160, 162, and 164, and agree to take such actions as necessary and appropriate in connection therewith. The Parties agree that this Section 11 shall survive the termination of this Agreement.

12. Relationship of Parties. This Agreement creates an independent contract relationship between SwedishAmerican and WINNEBAGO COUNTY solely for the purpose of the arrangement for and provision of Covered Services to Members, and this Agreement shall not constitute the formation of a partnership, joint venture, employment or master-servant relationship between SwedishAmerican and WINNEBAGO COUNTY. SwedishAmerican does not, and shall not as a result of this Agreement, have a fiduciary relationship with WINNEBAGO COUNTY, health plan, or any Member; and SwedishAmerican is not and shall not be deemed to be the "Administrator", the "Claim Fiduciary" or the "Named Fiduciary" of WINNEBAGO COUNTY or the sponsor of any health plan. No Provider providing services under this Agreement shall be considered an employee of WINNEBAGO COUNTY for any purpose.

13. Advertising. SwedishAmerican shall not disclose the making of this Agreement in any advertisement, journal, magazine or other publication or on the internet

or in any other medium, and SwedishAmerican may not use WINNEBAGO COUNTY's name or logo (including any trademark of WINNEBAGO COUNTY) in any of its advertising or publicity material without WINNEBAGO COUNTY's prior written consent, which may not be unreasonably withheld.

14. Disputes. WINNEBAGO COUNTY and SwedishAmerican shall attempt to amicably resolve any controversy, dispute or difference arising out of this Agreement. As such, any default (including a purported or alleged material breach of this Agreement by either Party), dispute, disagreement, controversy or claim arising out of or in connection with this Agreement that is not cured or cannot be resolved by the Parties within thirty (30) days of receipt of a notice of default or dispute, shall be referred to a Vice-President, Chief Financial Officer or other Senior Executive of each Party who together shall meet within thirty (30) days of receipt of said notice of dispute, to resolve such dispute, disagreement controversy or claim within a thirty (30) day period, subject to obtaining any necessary corporate approvals of such resolution. If a controversy, dispute or difference is not fully resolved within ninety (90) days of the initial notice of the controversy, dispute or difference, either Party may bring an action or claim related to or arising out of this Agreement in accordance with Section 16, Severability, Governing Law. Either Party will have the right to seek injunctive or other equitable relief in any such court of competent jurisdiction. Each Party agrees to continue performance of its obligations under this Agreement while any dispute is being resolved unless such obligations are terminated by the termination or expiration of this Agreement.

15. Notices. Any notices contemplated under this Agreement shall be in writing and shall be deemed effectively given on the date personally delivered or on the date that is three (3) days after deposit in the U.S. Mail, First Class postage prepaid, posted to the addresses listed below, unless other addresses have been designated by written notice in the manner prescribed by this Section 15. Personal delivery may be accomplished by messenger, overnight delivery service, or similar method.

If to SwedishAmerican:

President and CEO
SwedishAmerican Hospital
1313 East State Street
Rockford, IL 61104

If to Winnebago County:

Director of Purchasing Winnebago County Purchasing Department
404 Elm Street, Room 202
Rockford, IL 61101
815-319-4380

16. **Severability, Governing Law.** If any clause or provision herein shall be judged invalid or unenforceable by a court of competent jurisdiction or by operation of any applicable law, it shall not affect the validity of any other clause or provision but shall remain in full force and effect. The Circuit Court for the 17th Judicial Circuit in Winnebago County, Illinois, shall have jurisdiction over any dispute which arises under this Agreement and each of the Parties submits and hereby consents to such court's exercise of jurisdiction. Each provision of this Agreement shall be enforceable independently of any other provision of this Agreement and independent of any other claim or cause of action. In the event of any dispute arising under this Agreement, it is agreed between the Parties that the laws of the State of Illinois will govern the interpretation, validity and effect of this Agreement without regard to the place of execution or place of performance thereof.

17. **Waiver of Breach.** The failure of either Party at any time to require the performance of the other of any of the provisions herein shall in no way affect the rights of the Parties to enforce the same nor shall the waiver by either Party of any breach of any provisions hereof be construed to be a waiver of any succeeding breach or as a waiver or modification of the provision itself.

18. **Complete Agreement, Amendment.** This Agreement supersedes all prior agreements and understandings between the Parties. No amendment or modification of this Agreement shall be effective unless set forth in writing and executed by both Parties.

19. **Assignment, Binding Effect.** This Agreement may not be assigned.

20. **Supervening Law.** Any provisions of law that invalidate or otherwise are inconsistent with the terms of this Agreement, or would cause one or both of the Parties to be in violation of the law, shall be deemed to have superseded the terms of this Agreement; provided, however, that the Parties shall accommodate the terms and intent of this Agreement to the greatest extent possible consistent with the requirements of the law.

21. **Counterparts.** This Agreement may be executed in any number of counterparts, and each counterpart hereof shall be deemed to be an original instrument, but all counterparts taken together shall constitute a single instrument. Signatures provided by facsimile, portable document format, or other electronic form shall be as binding as original signatures.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the dates set forth below, effective as of the date first set forth above.

WINNEBAGO COUNTY, ILLINOIS
A body politic

SWEDISHAMERICAN HOSPITAL
an Illinois not for profit corporation

By: _____
Its: _____
Date: _____, 2021

By: _____
Its: _____
Date: _____, 2021

Attest:

By: _____
Its: _____
Date: _____, 2021

EXHIBIT A
to
EMPLOYEE HEALTH AND WELLNESS SERVICES AGREEMENT
between
SWEDISHAMERICAN HOSPITAL
and
WINNEBAGO COUNTY

Occupational Medicine

- o Drug and Alcohol Collection (including all chain of custody procedures)
Includes FAA, DOT 10 panel, 5 panel and Rapid (**with agreed upon fee schedule**)
- o Medical Review Officer*
- o OSHA/DOT Worksite Surveillance/Compliance
- o Disability Related Medical Exams and Referrals*
- o Dedicated Injury & Illness Care/Case Management
- o Workers' Compensation- Support HR & Management
- o Worksite Illness, Injuries, Triage
- o Return-to-Work Programs (Evaluation & Management)*
- o Blood Pathogens Program
- o Laceration/Wound Care Suture Removal
- o Care for Sprains and Strains
- o Immunization (**with agreed upon fee schedule**)
- o Pre-employment and post-employment tests
 - Spirometry and Pulmonary

* Indicates services that need close oversight or actual performance by an occupational health physician. Every effort will be made to have all services performed by the onsite staff but there may be exceptions where individuals need to be seen offsite at a SwedishAmerican Occupational Health clinic. SwedishAmerican will continue to work on the optimal delivery model to minimize cost and maintain convenience for Winnebago County.

EXHIBIT B
to
EMPLOYEE HEALTH AND WELLNESS SERVICES AGREEMENT
between
SWEDISHAMERICAN HOSPITAL
and
WINNEBAGO COUNTY

Primary Care Services

- o Comprehensive annual health maintenance physicals
- o Acute care for illness and injury
- o Sports medicine consultations
- o School Physicals
- o Limited generic prescriptions medication dispensing
- o Lifestyle and Disease Management Health Services
- o Basic Laboratory Services
 - CLIA-waived POS testing
 - Labs associated with annual health maintenance visit
- o Other services as mutually determined

Note: Any services not listed above are non-covered services and are to be billed in accordance with this agreement.

Wellness Services

- o Health Risk Assessment and Biometric Screening
- o Annual lab screen to include CMP, CBC, Lipid Profile, and Hemoglobin A1C
Reflex for any glucose greater than 99
- o Medical Director oversight of program
- o Physician lab review, abnormal lab follow-up, PCP referrals
- o Aggregate reporting and annual review of aggregate with the BLW Medical Director
- o On-site health coaching
- o Wellness Education Sessions
- o Clinic based fitness sessions **(with agreed upon fee schedule)**
- o Customized Web portal
- o Smoking cessation
- o Monthly wellness calendar of events and promotional materials for wellness activities
- o Other services as mutually determined

EXHIBIT B-1
to
EMPLOYEE HEALTH AND WELLNESS SERVICES AGREEMENT
between
SWEDISHAMERICAN HOSPITAL
and
WINNEBAGO COUNTY

Appendix B - Generic Medications.

Generic meds that could be dispensed in the Clinic. This is not intended to be a final list since this would be subject to continual updating depending on our provider reviews, Medical Director approval, etc. This is only for the dispensing of the initial supply of medications and never providing refills. The intent of the on-site dispensing is to provide patients with convenient no out of pocket cost medications for common short term problems (antibiotics for 10 days for a strep throat) or a one-month supply for a medication that might be used more long-term such as an antidepressant.

Cost per package listed below are only to demonstrate the cost to SwedishAmerican. Not cost to the County.

Medication Formulary

Generic Name	Brand Name	Formulation	Dose	Sig	Package Size	Cost per Package	Utilization	Total Cost
Albuterol Sulfate	Ventolin	Inhaler	1 -2 Puffs	UD	1 MDI	\$47.71		
Azithromycin	Z-Pak	Oral Dose Pack	500 mg / 250 mg	UD	1 Pack	\$4.07		
Amoxicillin	Amoxil	500 mg	500 mg	TID	30 Tablets	\$4.80		
Cyclobenzaprine HCl	Flexeril	Tablet	10 mg	TID	15 Tablets	\$1.50		
Meloxicam	Mobic	Tablet	15 mg	Daily	30 Tablets	\$0.90		
Amoxicillin-Pot Clavulanate	Augmentin	Tablet	875 mg	BID	20 Tablets	\$5.80		
Ciprofloxacin HCl	Cipro	Tablet	500 mg	BID	20 Tablets	\$3.60		
Montelukast Sodium	Singulair	Tablet	10 mg	Daily	30 Tablets	\$2.85		
Triamcinolone Acetonide 0.1%	Triderm	Cream	15 grams	PRN	1 Tube	\$0.25		
Trimethoprim-sulfamethoxazole	Bactrim	Tablet	800 mg/160 mg	BID	10 Capsules	\$0.37		
Doxycycline	Vibramycin	Capsule	100 mg	BID	20 Capsules	\$13.60		
Meclizine	Antivert	Tablet	25 mg	TID	15 Tablets	\$4.35		
Metronidazole	Flagyl	Tablet	500 mg	BID	14 tablets	\$2.43		
Methylprednisolone	Medrol Dose-Pak	Tablet	4 mg	UD	1 Pack	\$14.81		

EXHIBIT C FEES
to
EMPLOYEE HEALTH AND WELLNESS SERVICES AGREEMENT
between
SWEDISHAMERICAN HOSPITAL
and
WINNEBAGO COUNTY

1. WINNEBAGO COUNTY shall pay the following fees to SwedishAmerican:

(a) An annual fee in the amount of \$330,316.33 billed by SwedishAmerican in equal monthly installments; subject to increase at the end of each Term Year. The estimated increases as of July 1, 2022, and July 1, 2023, will be three percent (3.0%).

(b) Per unit fees for items indicated to be billed to WINNEBAGO COUNTY on Exhibits A, B, or B-1. The following items/services are examples of commonly billed items/services; and the per unit fee is subject to increase at the end of each Term Year. Per unit fees shall be billed monthly by SwedishAmerican promptly after the end of the month in which the item/service is furnished.

Description	Per Unit Fee
Ankle Brace Support	\$44.10
Breath Alcohol Test	\$21.00
Crutches	\$21.00
Drug Screen Panel 10 Non-Nida Medtox	\$26.25
Drug Screen Panel 5 Nida Medtox	\$26.25
Drug Screen Test PRSMV DIR OPT OBS (Rapid)	\$15.75
Elbow Elastic w/metal joint	\$15.75
Finger Splint	\$10.50
Influenza vaccination and administration	\$23.10
KO Elastic w/joints (knee)	\$37.80
Medtox Splint	\$15.75
Non-Pneum Walking Boot	\$68.25
SARS-COV-2 COVID-19 Test	\$132.30
WHFO No Joint Prefabricated (wrist)	\$15.75

2. WINNEBAGO COUNTY shall pay the fees to SwedishAmerican in compliance with the Illinois Local Government Prompt Payment Act (50 ILCS 505/1 et. seq.).

RESOLUTION EXHIBIT A

EMPLOYEE HEALTH AND WELLNESS SERVICES AGREEMENT between SWEDISHAMERICAN HOSPITAL and WINNEBAGO COUNTY (July 1, 2021)

THIS EMPLOYEE HEALTH AND WELLNESS SERVICES AGREEMENT (this "Agreement") is entered into as of the 1st day of July, 2021, ("Effective Date") by and between **SWEDISHAMERICAN HOSPITAL**, an Illinois not for profit corporation ("SwedishAmerican") and **WINNEBAGO COUNTY**, an Illinois body politic. **WINNEBAGO COUNTY** and **SWEDISHAMERICAN** may be referred to individually as a "Party" or collectively as the "Parties" to this Agreement.

WHEREAS, **WINNEBAGO COUNTY** is an Illinois body politic located in northern Illinois; and

WHEREAS, SwedishAmerican is a division of UW Health, operates two (2) licensed hospitals, and provides a wide range of inpatient, outpatient, and ambulatory health care services, including primary care and wellness services to the residents of northern Illinois; and

WHEREAS, **WINNEBAGO COUNTY** desires to contract with SwedishAmerican for the provision of certain health and wellness services to **WINNEBAGO COUNTY**'s employees and their eligible dependents; and

WHEREAS, SwedishAmerican and **WINNEBAGO COUNTY** have reached an agreement on the terms and conditions under which the health and wellness services will be provided.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the Parties agree as follows:

1. Definitions.

(a) "Clinic" means the Winnebago County Health and Wellness Center located at 526 W. State Street, Rockford, Illinois 61101 and to be operated to provide Primary Care and Wellness Services to eligible WINNEBAGO COUNTY employees and their families as defined under this Agreement and state and federal law.

(b) "Covered Services" means Primary Care and Wellness Services and Occupational Medicine Services.

(c) "Member" or "Members" means each individual or all individuals enrolled to receive Primary Care and Wellness Services, or Occupational Medicine Services, at Clinic under this agreement.

(d) "Occupational Medicine Services" means those services to be provided by SwedishAmerican to Members who are employed by WINNEBAGO COUNTY, as set forth on Exhibit A attached hereto and incorporated by reference herein.

(e) "Payor" means WINNEBAGO COUNTY and its agents and representatives, including any insurer, third party administrator, or the like, of WINNEBAGO COUNTY's health plans.

(f) "Primary Care and Wellness Services" means those services to be provided by SwedishAmerican to Members under this Agreement, as set forth on Exhibit B attached hereto and incorporated by reference herein.

(g) "Reimbursable Non-Covered Services" means reasonable and necessary health care services furnished to a Member that are not Covered Services, but are eligible for reimbursement under a health plan maintained by WINNEBAGO COUNTY.

(h) "Term Year" means each twelve (12)-month period beginning July 1 and ending June 30 during the term of this Agreement.

(i) "Health Plan" means the overall health benefits provided by a WINNEBAGO COUNTY employer sponsored health plan for its employees and their dependents pursuant to one or more plan documents.

2. Obligations of SwedishAmerican.

(a) Provision of Covered Services. SwedishAmerican agrees to provide Covered Services to Members, at the Clinic. The Clinic will be operated in conformance with the quality standards offered to all SwedishAmerican patients at all of its clinic locations and those required by the County. The Clinic will be open not less than forty (40) hours per week (except as any week's schedule is reduced by holidays) exclusively for Members, by walk in or appointment, on such schedule as is mutually agreeable to the Parties. Holidays are: New Year's Day, Memorial Day, 4th of July, Labor Day, Thanksgiving Day Christmas Eve, and Christmas Day. Covered Services shall be provided by licensed physician assistants and/or advanced practice nurses who will be supervised by physicians (primarily family practice physicians), (collectively, the "Clinic Practitioners"). Staffing at the Clinic will include the following support staff positions: one (1) advanced practice provider and one (1) medical assistant.

(b) Branding of Clinic. The Clinic shall be publicly identified as the Winnebago County Health and Wellness Center. SwedishAmerican shall be responsible for the branding on all Clinic materials and all related wellness program materials related to services operated and managed by SwedishAmerican.

(c) Medical Records. SwedishAmerican shall maintain a personal and confidential medical record for each Member receiving Covered Services pursuant to this Agreement. Medical records shall contain such information as determined appropriate by SwedishAmerican in conformance with generally accepted medical practice and as required by state and federal laws and regulations. Medical records shall be and remain the property of each applicable Member and SwedishAmerican (as applicable) and shall not be accessed, removed or transferred from SwedishAmerican except in accordance with applicable state and federal laws and regulations and SwedishAmerican's rules and regulations. To the extent permitted by law and SwedishAmerican's rules and regulations, and provided that Payor has obtained written consent from the applicable Member, SwedishAmerican shall permit Payor to inspect and make copies of a Member's medical records. Payor shall reimburse SwedishAmerican in an amount equal to SwedishAmerican's standard reproduction or copying charges related to the provision of medical records. If a Member requests that his/her records be sent to an office outside of the SwedishAmerican Health System, SwedishAmerican shall promptly respond to such request consistent with its standard policies and procedures for medical record transfers.

(d) Clinic Operating Expenses. All expenses of furnishing, equipping, and operating the Clinic shall be borne solely by SwedishAmerican, except as provided in Section 3(b) below.

3. Winnebago County's Obligations.

(a) Payment for Covered Services. WINNEBAGO COUNTY, on behalf of its members, shall pay to SwedishAmerican Fees determined in accordance with Exhibit C attached hereto, for all Covered Services. Except as set forth in Section 6 below, SwedishAmerican shall not be entitled to any additional compensation from WINNEBAGO COUNTY, and shall not bill any Member for Covered Services.

(b) Clinic Space. WINNEBAGO COUNTY, at its expense, shall provide the Clinic space, consisting of 2640 sq. ft., at 526 W. State St., Rockford, Illinois, along with adequate water, electricity, heating and air conditioning.

(c) Member Identification. WINNEBAGO COUNTY shall provide to SwedishAmerican, a list or other means of identifying Members entitled to receive Covered Services, updated regularly, in a format mutually agreeable to the Parties.

4. Employee Benefit Plans. WINNEBAGO COUNTY acknowledges and agrees that SwedishAmerican is not an insurance carrier or health plan and this Agreement does not establish a health plan or health care insurance coverage or provide for insured services. WINNEBAGO COUNTY further acknowledges and agrees that the Covered Services are not insured services, do not, and are not intended to, create a health plan or insurance policy, and do not serve as a substitute for healthcare insurance coverage for the employees and their dependents of WINNEBAGO COUNTY.

5. Annual Review of Fees. At the request of either Party, not more often than annually, the Parties shall engage in a good faith review of the fees for all Covered Services. Any change in fees shall be set forth in a written and signed amendment to this Agreement. Changes to the fees will be effective on the first (1st) day of the next Term Year.

6. Billing and Payment for Reimbursable Non-Covered Services. In the event Reimbursable Non-Covered Services are provided to any Member at the Clinic, SwedishAmerican shall present sufficient information to enable WINNEBAGO COUNTY to determine whether, and to what extent, payment to SwedishAmerican for such services is appropriate.

7. Representations and Warranties.

Each Party represents and warrants to the other Party as follows:

(a) It is an entity duly organized and validly existing under the laws of the State of Illinois;

(b) It has, and will have for the Term, full authority to enter into this

Agreement and to perform its obligations hereunder;

(c) This Agreement constitutes its legal, valid and binding obligation, enforceable against it in accordance with its terms;

(d) There are no proceedings by or before any governmental body or court, now pending or, to its knowledge, threatened against it or any of its subsidiaries that if adversely determined, could reasonably be expected to have a material adverse effect on the Party's ability to perform its obligations under this Agreement;

(e) The Parties will perform their obligations in a manner that complies with applicable laws, regulations, ordinances and codes, including identifying and procuring required permits, certificates, approvals and inspections;

(f) In the event that either Party becomes aware of any facts or circumstances that suggest performance under this Agreement may be in violation of any law or regulation, it shall immediately notify the other Party.

8. Compliance with Laws. Each Party shall comply with all applicable state, federal, local, national and provincial laws, rules and regulations, including all applicable registration and licensing requirements.

9. Term and Termination.

(a) Term. Subject to the remaining provisions of this Section 9, the term of this Agreement shall commence on the Effective Date and shall remain in effect for a period of three (3) years (the "Term"), unless earlier terminated as provided in 9(b) or 9(c) below. By written agreement of the Parties, the Term may be extended for up to three (3) additional one (1)-year terms.

(b) Termination With Cause. Subject to Section 14 below, either Party shall have the right to terminate this Agreement immediately upon written notice to the other Party if:

- 1) SwedishAmerican's license or licenses to provide services (including but not limited to the Covered Services) or otherwise perform its obligations under this Agreement is/are terminated, suspended or restricted in any material way;
- 2) A Party commits a material breach of this Agreement and has not implemented steps to cure the breach within thirty (30) days of written notice describing the breach with reasonable specificity;

- 3) In performing or failing to perform the services or any other obligations under this Agreement (including but not limited to the Covered Services), the Party violates any law in a manner which has or would have a material adverse effect on the other Party and/or any of the Members; or
- 4) A Party is the subject of any proceedings under bankruptcy laws or other insolvency laws or is declared subject to judicial supervision or enter into liquidation.

(c) Termination Without Cause. Either Party shall have the right to terminate this Agreement without cause upon one hundred eighty (180) days' advance written notice to the other Party.

(d) Continuation of Obligations. In the event of termination of this Agreement, WINNEBAGO COUNTY shall pay SwedishAmerican in accordance with the terms of this Agreement for all unpaid Fees as of the date of termination. Monthly fees will be prorated to the date of termination.

10. Insurance and Indemnity.

(a) Insurance. SwedishAmerican shall, throughout the term of this Agreement and as otherwise provided below, maintain, at its sole cost and expense, policies of insurance or a program of self-insurance providing coverage for its general liability, worker's compensation, and, where applicable, professional liability with minimum limits of liability of Two Million and No/100 Dollars (\$2,000,000) per occurrence and Three Million and No/100 Dollars (\$3,000,000) in the aggregate. For clarification, the insurance limits provided herein are in no way intended to apply to malpractice insurance policies, and SwedishAmerican agrees that its providers who are providing the Covered Services will carry malpractice insurance in amounts not less than One Million and No/100 Dollars (\$1,000,000.00) per occurrence and Three Million and No/100 Dollars (\$3,000,000.00) in the aggregate.

(b) Indemnity by Winnebago County. Except as provided in Section 10(d) below, WINNEBAGO COUNTY agrees to indemnify, defend and hold harmless SwedishAmerican, its parents, subsidiaries, and affiliates, and their respective officers, directors, members, stockholders, employees and agents (the "SwedishAmerican indemnified parties"), from and against any liability, claim, action, loss, cost, damage or expense ("Liability") incurred or suffered by SwedishAmerican or any of the other SwedishAmerican indemnified parties to the extent that any such Liability is caused by WINNEBAGO COUNTY's breach of any of its obligations under this Agreement.

(c) Indemnity by SwedishAmerican. Except as provided in Section 10(d) below, SwedishAmerican hereby agrees to indemnify, defend and hold harmless, its parents, subsidiaries, and affiliates, and their respective officers, directors, members, stockholders, employees and agents, (the "WINNEBAGO COUNTY indemnified parties") from and against any liability incurred or suffered by WINNEBAGO COUNTY or any of the other indemnified parties directly or indirectly, arising out of the acts or omissions of SwedishAmerican or its agents or employees arising under or relating to this Agreement.

(d) Coordination of Insurance Coverage. Notwithstanding Sections 10(b) and 10(c) above, the obligation of WINNEBAGO COUNTY and SwedishAmerican respectively to indemnify each other shall not apply to: (i) the extent that such application would nullify any existing insurance coverage of the indemnifying party applicable to the underlying event giving rise to indemnification; or (ii) that portion of any claim or loss in which an insurer is obligated to defend or satisfy. However, a Party's obligation to indemnify the other Party pursuant to Section 10(b) or 10(c) (as applicable) shall include the obligation to indemnify for acts, omissions, and amounts that are covered by insurance to the extent that damages, expenses, and costs exceed the limits of such coverage.

(e) Survival. The provision of this Section 10 will survive the termination or expiration of this Agreement.

11. Member Privacy. The Parties shall maintain the privacy and security of individually identifiable patient health information of all Members in accordance with all relevant state and federal laws and regulations, including, but not limited to, the privacy and security standards of the Health Insurance Portability and Accountability Act of 1996 set forth at 45 CFR parts 160, 162, and 164, and agree to take such actions as necessary and appropriate in connection therewith. The Parties agree that this Section 11 shall survive the termination of this Agreement.

12. Relationship of Parties. This Agreement creates an independent contract relationship between SwedishAmerican and WINNEBAGO COUNTY solely for the purpose of the arrangement for and provision of Covered Services to Members, and this Agreement shall not constitute the formation of a partnership, joint venture, employment or master-servant relationship between SwedishAmerican and WINNEBAGO COUNTY. SwedishAmerican does not, and shall not as a result of this Agreement, have a fiduciary relationship with WINNEBAGO COUNTY, health plan, or any Member; and SwedishAmerican is not and shall not be deemed to be the "Administrator", the "Claim Fiduciary" or the "Named Fiduciary" of WINNEBAGO COUNTY or the sponsor of any health plan. No Provider providing services under this Agreement shall be considered an employee of WINNEBAGO COUNTY for any purpose.

13. Advertising. SwedishAmerican shall not disclose the making of this Agreement in any advertisement, journal, magazine or other publication or on the internet

or in any other medium, and SwedishAmerican may not use WINNEBAGO COUNTY's name or logo (including any trademark of WINNEBAGO COUNTY) in any of its advertising or publicity material without WINNEBAGO COUNTY's prior written consent, which may not be unreasonably withheld.

14. Disputes. WINNEBAGO COUNTY and SwedishAmerican shall attempt to amicably resolve any controversy, dispute or difference arising out of this Agreement. As such, any default (including a purported or alleged material breach of this Agreement by either Party), dispute, disagreement, controversy or claim arising out of or in connection with this Agreement that is not cured or cannot be resolved by the Parties within thirty (30) days of receipt of a notice of default or dispute, shall be referred to a Vice-President, Chief Financial Officer or other Senior Executive of each Party who together shall meet within thirty (30) days of receipt of said notice of dispute, to resolve such dispute, disagreement controversy or claim within a thirty (30) day period, subject to obtaining any necessary corporate approvals of such resolution. If a controversy, dispute or difference is not fully resolved within ninety (90) days of the initial notice of the controversy, dispute or difference, either Party may bring an action or claim related to or arising out of this Agreement in accordance with Section 16, Severability, Governing Law. Either Party will have the right to seek injunctive or other equitable relief in any such court of competent jurisdiction. Each Party agrees to continue performance of its obligations under this Agreement while any dispute is being resolved unless such obligations are terminated by the termination or expiration of this Agreement.

15. Notices. Any notices contemplated under this Agreement shall be in writing and shall be deemed effectively given on the date personally delivered or on the date that is three (3) days after deposit in the U.S. Mail, First Class postage prepaid, posted to the addresses listed below, unless other addresses have been designated by written notice in the manner prescribed by this Section 15. Personal delivery may be accomplished by messenger, overnight delivery service, or similar method.

If to SwedishAmerican:

President and CEO
SwedishAmerican Hospital
1313 East State Street
Rockford, IL 61104

If to Winnebago County:

Director of Purchasing Winnebago County Purchasing Department
404 Elm Street, Room 202
Rockford, IL 61101
815-319-4380

16. **Severability, Governing Law.** If any clause or provision herein shall be judged invalid or unenforceable by a court of competent jurisdiction or by operation of any applicable law, it shall not affect the validity of any other clause or provision but shall remain in full force and effect. The Circuit Court for the 17th Judicial Circuit in Winnebago County, Illinois, shall have jurisdiction over any dispute which arises under this Agreement and each of the Parties submits and hereby consents to such court's exercise of jurisdiction. Each provision of this Agreement shall be enforceable independently of any other provision of this Agreement and independent of any other claim or cause of action. In the event of any dispute arising under this Agreement, it is agreed between the Parties that the laws of the State of Illinois will govern the interpretation, validity and effect of this Agreement without regard to the place of execution or place of performance thereof.

17. **Waiver of Breach.** The failure of either Party at any time to require the performance of the other of any of the provisions herein shall in no way affect the rights of the Parties to enforce the same nor shall the waiver by either Party of any breach of any provisions hereof be construed to be a waiver of any succeeding breach or as a waiver or modification of the provision itself.

18. **Complete Agreement, Amendment.** This Agreement supersedes all prior agreements and understandings between the Parties. No amendment or modification of this Agreement shall be effective unless set forth in writing and executed by both Parties.

19. **Assignment, Binding Effect.** This Agreement may not be assigned.

20. **Supervening Law.** Any provisions of law that invalidate or otherwise are inconsistent with the terms of this Agreement, or would cause one or both of the Parties to be in violation of the law, shall be deemed to have superseded the terms of this Agreement; provided, however, that the Parties shall accommodate the terms and intent of this Agreement to the greatest extent possible consistent with the requirements of the law.

21. **Counterparts.** This Agreement may be executed in any number of counterparts, and each counterpart hereof shall be deemed to be an original instrument, but all counterparts taken together shall constitute a single instrument. Signatures provided by facsimile, portable document format, or other electronic form shall be as binding as original signatures.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the dates set forth below, effective as of the date first set forth above.

WINNEBAGO COUNTY, ILLINOIS
A body politic

SWEDISHAMERICAN HOSPITAL
an Illinois not for profit corporation

By: _____
Its: _____
Date: _____, 2021

By: _____
Its: _____
Date: _____, 2021

Attest:

By: _____
Its: _____
Date: _____, 2021

EXHIBIT A
to
EMPLOYEE HEALTH AND WELLNESS SERVICES AGREEMENT
between
SWEDISHAMERICAN HOSPITAL
and
WINNEBAGO COUNTY

Occupational Medicine

- o Drug and Alcohol Collection (including all chain of custody procedures)
Includes FAA, DOT 10 panel, 5 panel and Rapid (**with agreed upon fee schedule**)
- o Medical Review Officer*
- o OSHA/DOT Worksite Surveillance/Compliance
- o Disability Related Medical Exams and Referrals*
- o Dedicated Injury & Illness Care/Case Management
- o Workers' Compensation- Support HR & Management
- o Worksite Illness, Injuries, Triage
- o Return-to-Work Programs (Evaluation & Management)*
- o Blood Pathogens Program
- o Laceration/Wound Care Suture Removal
- o Care for Sprains and Strains
- o Immunization (**with agreed upon fee schedule**)
- o Pre-employment and post-employment tests
 - Spirometry and Pulmonary

* Indicates services that need close oversight or actual performance by an occupational health physician. Every effort will be made to have all services performed by the onsite staff but there may be exceptions where individuals need to be seen offsite at a SwedishAmerican Occupational Health clinic. SwedishAmerican will continue to work on the optimal delivery model to minimize cost and maintain convenience for Winnebago County.

EXHIBIT B
to
EMPLOYEE HEALTH AND WELLNESS SERVICES AGREEMENT
between
SWEDISHAMERICAN HOSPITAL
and
WINNEBAGO COUNTY

Primary Care Services

- o Comprehensive annual health maintenance physicals
- o Acute care for illness and injury
- o Sports medicine consultations
- o School Physicals
- o Limited generic prescriptions medication dispensing
- o Lifestyle and Disease Management Health Services
- o Basic Laboratory Services
 - CLIA-waived POS testing
 - Labs associated with annual health maintenance visit
- o Other services as mutually determined

Note: Any services not listed above are non-covered services and are to be billed in accordance with this agreement.

Wellness Services

- o Health Risk Assessment and Biometric Screening
- o Annual lab screen to include CMP, CBC, Lipid Profile, and Hemoglobin A1C
Reflex for any glucose greater than 99
- o Medical Director oversight of program
- o Physician lab review, abnormal lab follow-up, PCP referrals
- o Aggregate reporting and annual review of aggregate with the BLW Medical Director
- o On-site health coaching
- o Wellness Education Sessions
- o Clinic based fitness sessions **(with agreed upon fee schedule)**
- o Customized Web portal
- o Smoking cessation
- o Monthly wellness calendar of events and promotional materials for wellness activities
- o Other services as mutually determined

EXHIBIT B-1
to
EMPLOYEE HEALTH AND WELLNESS SERVICES AGREEMENT
between
SWEDISHAMERICAN HOSPITAL
and
WINNEBAGO COUNTY

Appendix B - Generic Medications.

Generic meds that could be dispensed in the Clinic. This is not intended to be a final list since this would be subject to continual updating depending on our provider reviews, Medical Director approval, etc. This is only for the dispensing of the initial supply of medications and never providing refills. The intent of the on-site dispensing is to provide patients with convenient no out of pocket cost medications for common short term problems (antibiotics for 10 days for a strep throat) or a one-month supply for a medication that might be used more long-term such as an antidepressant.

Cost per package listed below are only to demonstrate the cost to SwedishAmerican. Not cost to the County.

Medication Formulary

Generic Name	Brand Name	Formulation	Dose	Sig	Package Size	Cost per Package	Utilization	Total Cost
Albuterol Sulfate	Ventolin	Inhaler	1-2 Puffs	UD	1 MDI	\$47.71		
Azithromycin	Z-Pak	Oral Dose Pack	500 mg / 250 mg	UD	1 Pack	\$4.07		
Amoxicillin	Amoxil	500 mg	500 mg	TID	30 Tablets	\$4.80		
Cyclobenzaprine HCl	Flexeril	Tablet	10 mg	TID	15 Tablets	\$1.50		
Meloxicam	Mobic	Tablet	15 mg	Daily	30 Tablets	\$0.90		
Amoxicillin-Pot Clavulanate	Augmentin	Tablet	875 mg	BID	20 Tablets	\$5.80		
Ciprofloxacin HCl	Cipro	Tablet	500 mg	BID	20 Tablets	\$3.60		
Montelukast Sodium	Singulair	Tablet	10 mg	Daily	30 Tablets	\$2.85		
Triamcinolone Acetonide 0.1%	Triderm	Cream	15 grams	PRN	1 Tube	\$0.25		
Trimethoprim-sulfamethoxazole	Bactrim	Tablet	800 mg/160 mg	BID	10 Capsules	\$0.37		
Doxycycline	Vibramycin	Capsule	100 mg	BID	20 Capsules	\$13.60		
Meclizine	Antivert	Tablet	25 mg	TID	15 Tablets	\$4.35		
Metronidazole	Flagyl	Tablet	500 mg	BID	14 tablets	\$2.43		
Methylprednisolone	Medrol Dose-Pak	Tablet	4 mg	UD	1 Pack	\$14.81		

EXHIBIT C FEES
to
EMPLOYEE HEALTH AND WELLNESS SERVICES AGREEMENT
between
SWEDISHAMERICAN HOSPITAL
and
WINNEBAGO COUNTY

1. WINNEBAGO COUNTY shall pay the following fees to SwedishAmerican:

(a) An annual fee in the amount of \$330,316.33 billed by SwedishAmerican in equal monthly installments; subject to increase at the end of each Term Year. The estimated increases as of July 1, 2022, and July 1, 2023, will be three percent (3.0%).

(b) Per unit fees for items indicated to be billed to WINNEBAGO COUNTY on Exhibits A, B, or B-1. The following items/services are examples of commonly billed items/services; and the per unit fee is subject to increase at the end of each Term Year. Per unit fees shall be billed monthly by SwedishAmerican promptly after the end of the month in which the item/service is furnished.

Description	Per Unit Fee
Ankle Brace Support	\$44.10
Breath Alcohol Test	\$21.00
Crutches	\$21.00
Drug Screen Panel 10 Non-Nida Medtox	\$26.25
Drug Screen Panel 5 Nida Medtox	\$26.25
Drug Screen Test PRSMV DIR OPT OBS (Rapid)	\$15.75
Elbow Elastic w/metal joint	\$15.75
Finger Splint	\$10.50
Influenza vaccination and administration	\$23.10
KO Elastic w/joints (knee)	\$37.80
Medtox Splint	\$15.75
Non-Pneum Walking Boot	\$68.25
SARS-COV-2 COVID-19 Test	\$132.30
WHFO No Joint Prefabricated (wrist)	\$15.75

2. WINNEBAGO COUNTY shall pay the fees to SwedishAmerican in compliance with the Illinois Local Government Prompt Payment Act (50 ILCS 505/1 et. seq.).

UNFINISHED BUSINESS

NEW BUSINESS

ANNOUNCEMENTS & COMMUNICATIONS



WINNEBAGO COUNTY

— ILLINOIS —

Announcements & Communications

Date: June 10, 2021

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. Exelon Generation Company, LLC – Request for Additional Information Regarding License Transfer Application (EPID L-2021-LLM-0000)
 - b. Information Meeting with a Question and Answer Session to Discuss NRC 2020 End-of-Cycle Plant Performance Assessment of Braidwood Station, Units 1 and 2 and Byron Station, Units 1 and 2
 - c. Federal Registrar / Vol. 86, No. 103/Tuesday, June 1, 2021 / Notices
 - d. Braidwood Station, Units 1 and 2; Byron Station, Unit Nos. 1 and 2; Calvert Cliffs Nuclear Power Plant, Units 1 and 2; Clinton Power Station, Unit No. 1; Dresden Nuclear Power Station; 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; R.E. Ginna Nuclear Power Plant ; Salem Nuclear Generating Station, Unit Nos. 1 and 2; Three Mile Island Nuclear Station, Unit 1; Zion Nuclear Power Station, Units 1 and 2; and the Associated Independent Spent Fuel Storage Installations – Extension of Comment Period for Notice of Consideration of Approval of Transfer of Licenses and Conforming Amendments and Opportunity to Request a Hearing (EPID L-2021-LLM-0000)



WINNEBAGO COUNTY

— ILLINOIS —

2. County Clerk Gummow received from Sue Goral, Winnebago County Treasurer the Monthly Report for April, 2021 Bank Balances.

Adjournment