

PERSONNEL AND POLICIES COMMITTEE AGENDA

Called By: Chairman, David Fiduccia

DATE: MONDAY, JULY 1, 2019

Members: Dave Boomer, Jim Webster,
Joe Hoffman, Angie Goral, Dorothy
Redd, Dave Kelley

TIME: 4:30 PM

LOCATION: ROOM 303
COUNTY ADMINISTRATION BLDG
404 ELM STREET
ROCKFORD, IL 61101

AGENDA:

- A. Call to Order
- B. Roll Call
- C. Public Comment – This is the time we invite the public to address the Personnel and Policies Committee with issues and concerns. We ask you to limit your comments to three minutes. Personal attacks or inappropriate language of any sort will not be tolerated. We will allow a maximum of five speakers on a first come basis with sign up at the meeting. Speakers may not address zoning matters which are pending before the ZBA, the Zoning Committee or the County Board. Personnel matters or pending or threatened litigation may not be addressed in open session. An individual may speak a maximum of three times per calendar year on the same topic. This prohibition shall include the repetition of the same topic in a statement on what is purported to be a different topic. After acknowledgement by the chair, please stand and state your name. Thank you.
- D. Goals – Animal Services
- E. Closed Session – Personnel
- F. Other Matters
- G. Adjournment

PUBLIC SAFETY COMMITTEE AGENDA

Called By: Chairman, Aaron Booker

DATE: MONDAY, JULY 1, 2019

Members: Fred Wescott, Angie Goral,
Dan Fellars, Dorothy Redd, John Butitta,
Paul Arena

TIME: 5:30 PM

LOCATION: ROOM 303
COUNTY ADMINISTRATION BLDG
404 ELM STREET
ROCKFORD, IL 61101

AGENDA:

A. Call to Order

B. Roll Call

C. Public Comment – This is the time we invite the public to address the Public Safety Committee with issues and concerns. We ask you to limit your comments to three minutes. Personal attacks or inappropriate language of any sort will not be tolerated. We will allow a maximum of five speakers on a first come basis with sign up at the meeting. Speakers may not address zoning matters which are pending before the ZBA, the Zoning Committee or the County Board. Personnel matters or pending or threatened litigation may not be addressed in open session. An individual may speak a maximum of three times per calendar year on the same topic. This prohibition shall include the repetition of the same topic in a statement on what is purported to be a different topic. After acknowledgement by the chair, please stand and state your name. Thank you.

D. Resolution Approving an Intergovernmental Agreement Between the County of Winnebago and Win-Bur-Sew Fire Protection District

E. Adjournment

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

Submitted by: Public Safety Committee

2019 CR _____

**RESOLUTION APPROVING AN INTERGOVERNMENTAL
AGREEMENT BETWEEN THE COUNTY OF WINNEBAGO AND
WIN-BUR-SEW FIRE PROTECTION DISTRICT**

WHEREAS, Article VII, Section 10 of the Constitution of the State of Illinois authorizes units of local government to contract and associate among themselves to obtain or share services and to exercise, combine, or transfer any power or function, in any manner not prohibited by law or ordinance; and

WHEREAS, the County and Win-Bur-Sew are units of local government as defined in the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*; and

WHEREAS, the Intergovernmental Cooperation Act, 5 ILCS 220/1, *et seq.*, provides that any power or powers, privileges, functions, or authority exercised or which may be exercised by a public agency of this State may be exercised, combined, transferred, and enjoyed jointly with any other public agency of this State; and

WHEREAS, Win-Bur-Sew is a duly formed Illinois fire protection district, pursuant to Fire Protection District Act, 70 ILCS 705/0.01 *et seq.*, located in Winnebago County, Illinois; and

WHEREAS, the purpose of this Intergovernmental Agreement is to establish the terms and conditions under which an Inter-Agency Tactical Emergency Medical Support Program is created and operated between the Winnebago County Sheriff's Office and the Win-Bur-Sew Fire Protection District to provide specialized pre-hospital emergency medical support to the Sheriff's Weapons and Tactics Team ("SWAT") during tactical operations.

NOW, THEREFORE BE IT RESOLVED, by the County Board of the County of Winnebago, Illinois that Frank Haney, the Winnebago County Board Chairman, is authorized and

directed to, on behalf of the County of Winnebago, enter into an intergovernmental agreement with the Win-Bur-Sew Fire Protection District, attached hereto.

BE IT FURTHER RESOLVED that the intergovernmental agreement entered into by Frank Haney pursuant to the authority granted in this Resolution shall contain substantially the same terms as the intergovernmental agreement which is attached to this Resolution.

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

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

Respectfully submitted,
PUBLIC SAFETY COMMITTEE

AGREE

DISAGREE

Aaron Booker, Chairman

Aaron Booker, Chairman

Paul Arena

Paul Arena

John Butitta

John Butitta

Dan Fellars

Dan Fellars

Angie Goral

Angie Goral

Dorothy Redd

Dorothy Redd

Fred Wescott

Fred Wescott

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

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

ATTEST:

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

**INTERGOVERNMENTAL AGREEMENT
BETWEEN THE COUNTY OF WINNEBAGO, ILLINOIS AND
WIN-BUR-SEW FIRE PROTECTION DISTRICT**

This Intergovernmental Agreement ("Agreement") is entered into this 19th day of June, 2019, by and between the County of Winnebago, Illinois ("County") on behalf of the Winnebago County Sheriff's Office ("Sheriff's Office") and the Win-Bur-Sew Fire Protection District ("Win-Bur-Sew"), an Illinois Fire Protection District.

WHEREAS, Article VII, Section 10 of the Constitution of the State of Illinois authorizes units of local government to contract and associate among themselves to obtain or share services and to exercise, combine, or transfer any power or function, in any manner not prohibited by law or ordinance; and

WHEREAS, the County and Win-Bur-Sew are units of local government as defined in the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*; and

WHEREAS, the Intergovernmental Cooperation Act, 5 ILCS 220/1, *et seq.*, provides that any power or powers, privileges, functions, or authority exercised or which may be exercised by a public agency of this State may be exercised, combined, transferred, and enjoyed jointly with any other public agency of this State; and

WHEREAS, Win-Bur-Sew is a duly formed Illinois fire protection district, pursuant to Fire Protection District Act, 70 ILCS 705/0.01 *et seq.*, located in Winnebago County, Illinois; and

WHEREAS, the purpose of this Agreement is to establish the terms and conditions under which an Inter-Agency Tactical Emergency Medical Support Program is created and operated between the Sheriff's Office and Win-Bur-Sew. The Sheriff's Emergency Medical Technician ("EMT") program will provide specialized pre-hospital emergency medical support to the Sheriff's Weapons and Tactics Team ("SWAT") during tactical operations. To that end, a team of Tactical Medics (Paramedics) will be developed to support and operate with SWAT, by providing medical care and rescue in support of SWAT operators and their mission; and

WHEREAS, the Sheriff's Office and Win-Bur-Sew intend to work under

the medical direction of doctors employed by Mercy Health Systems to enhance emergency medical service within Winnebago County by establishing this interagency partnership; and

WHEREAS, the Sheriff's Office and Win-Bur-Sew intend to create a Tactical Emergency Medical Support Program ("TEMS"); and

WHEREAS, The SWAT TEMS unit will provide for Tactical Medics to work and train with the Sheriff's SWAT Team; and

WHEREAS, The SWAT TEMS unit will provide SWAT Tactical Medics to respond with SWAT to tactical operations whenever it is reasonably possible to do so as provided by this agreement; and

WHEREAS, the Sheriff's Office and Win-Bur-Sew will work cooperatively to assure sufficient resources and training are allocated to the establishment and maintenance of the program created by this agreement.

NOW, THEREFORE, in consideration of the above premises, and the mutual covenants, terms, and provisions contained herein, the County and Win-Bur-Sew agree to the following:

SECTION 1: Tactical Medic Organizational Structure and Chain of Command

1.0 A defined structure of organization within the Sheriff's SWAT team shall be established with respect to the SWAT TEMS Program. The chain of command in order of operational authority is as follows:

1. Sheriff or his designee;
2. Deputy Chief of Investigations;
3. Deputy Chief of Patrol;
4. SWAT commander;
5. SWAT Team Leader; and
6. SWAT Assistant Team Leader by Designation

1.1 The SWAT TEMS Chain of Command shall be defined as:

1. Tactical Medic Team Leader;
2. Assistant Tactical Team Leader

1.2 Each agency's respective chain of command shall be recognized and remain in effect for the duration of this Agreement. The chain of command of each agency shall exist independently of each other with the following understanding:

1. During tactical operations, the Tactical Medic Team Leader is under the direct command of the SWAT commander;
2. The SWAT commander has the ultimate authority regarding tactical decisions. This includes patient care mitigation that may further endanger team members or the mission;
3. The Tactical Medic will make and implement all medical decisions as the Attending Medical Practitioner unless these decisions are found to: jeopardize team safety, jeopardize mission accomplishment, or conflict with orders given by the SWAT commander or higher as listed above in Section 1.0.

SECTION II: RESOLUTION OF CONFLICTS

2.0 If the Sheriff's Office and Win-Bur-Sew's standard operating procedures, chain of command, or any other unforeseen circumstances come into conflict, the conflict will immediately be resolved in the following manner:

1. The SHERIFF will have sole and exclusive authority and jurisdiction of all tactical and law enforcement operations, public safety decisions, dissemination of public information and confidentiality;
2. The SWAT TEMS will have authority over medical diagnoses and medical care when there exists no conflict with tactical mission objectives, team safety, or team leader orders given during tactical operations;

3. Conflicts involving patient care will be resolved by TEMS Medical Director.

SECTION III: QUALIFICATIONS FOR PROGRAM PARTICIPATION

- 3.0 Tactical Medic Program candidates must meet the following minimum qualifications to be considered for acceptance or continued participation into the program:
 1. Must be an Illinois Licensed Paramedic in good standing for a minimum of one year;
 2. Must successfully complete and pass a physical fitness test;
 3. Must participate in and successfully complete a minimum of 24 hours of SWAT/EMT training annually;
 4. Attend any other training required by the SWAT commander, Fire Chief or Mercy Health System;
 5. Must meet Illinois statutory requirements for lawfully possessing a firearm;
 6. Must successfully pass background investigation by the Sheriff's Office;
 7. The candidate's work, behavior, attitude, clinical skills, and professionalism during regularly assigned duties must consistently achieve satisfactory ratings;
 8. Must obtain the consent of the Sheriff, Mercy Health System and Win-Bur-Sew leadership;
 9. Selection for participation in the Tactical Medic Program will be based on the following:
 - A. Candidates will submit letters of interest to the Sheriff and Win-Bur-Sew Fire Chief;

- B. The Sheriff, SWAT commander and Fire Chief will interview and select candidates to be members of the SWAT TEMS unit;
- C. Participation in the Tactical Medic Program will be based on the following:
 - 1. Participate and complete all in-service training sessions;
 - 2. Successfully complete the 40 hour firearms course and bi-annual qualification with SWAT team firearms and qualification is under direction of the SWAT commander and/or Sheriff's Department;
 - 3. Attend annual use of force training; and
 - 4. Complete Basic/CQB/Advanced SWAT operator class.

SECTION IV: CONFIDENTIALITY AND OPERATIONAL SECURITY POLICY

4.0 Members of the SWAT TEMS unit understand that they will be exposed to confidential information during program participation. They also understand that they shall adhere to keeping all operational details and patient medical information strictly confidential and shall not disclose this information to any third party. Sheriff personnel participating in SWAT shall also keep patient medical information confidential pursuant to the requirements of all applicable federal and state laws. Information covered under this policy will include, but is not limited to, the knowledge of:

- 1. SWAT personnel, equipment and tactics;
- 2. All SWAT operation logistical information; ERT Operations; and
- 3. The identities of SWAT members, undercover law enforcement personnel and confidential informant.

4.1 Unless otherwise directed by the SWAT Commander, Tactical Medics are strictly prohibited from disclosing any information about SWAT personnel, equipment and tactics, with any person or persons not

authorized to receive such knowledge. Specifically, Tactical Medics are strictly prohibited from disclosing any information, visual images, and audio images directly or indirectly related to SWAT operations on any social network platform or from recording any such information on any personal electronic device.

4.2 Unless otherwise directed by chain of command, Tactical Medics shall not communicate with any media representative

4.3 Any breach of the standards set forth in this agreement may result in discipline, suspension, or expulsion from the Tactical Medic Program. In addition, any violation of confidentiality may result in further discipline according to applicable laws.

SECTION V: RESPONSIBILITIES OF THE SHERIFF- The following specific services and duties will be the obligations of the Sheriff's Office:

5.0 The SWAT commander or designee shall provide dates of training via Email or phone for Tactical Medics to attend and fulfill the training requirements set forth in this agreement;

5.1 The Sheriff will loan SWAT/TEMS portable STARCOM radios with access to SWAT talk groups during SWAT operations.

SECTION VI: RESPONSIBILITIES OF MEMBERS OF TEMS - The following specific services, duties, and responsibilities will be the obligation of SWAT/TEMS:

6.0. The SWAT/TEMS shall provide, through a resource hospital; medical direction, medical protocols, medical training, and quality assurance to the Tactical Medic Program;

6.1. SWAT/TEMS members along with Win-Bur-Sew or other participating departments shall provide all medical equipment necessary for the program establishment and continued functioning;

6.2. Win-Bur-Sew shall provide and pay for all required tactical gear as deemed necessary for the team including, but not limited to, ballistic vests, ballistic helmets or tools that meet the standards of the SWAT commander;

- 6.3. Win-Bur-Sew shall provide SWAT/EMTs with all emergency vehicles necessary to discharge their duties as SWAT/FMTs and follow all SOPS and SOGs of the Fire District and Sheriff's Department for response.

SECTION VII: PROGRAM OBJECTIVES AND OPERATIONS

- 7.0 Standard operating procedures shall be developed jointly for the program by the Sheriff's Office and SWAT/TEMS. These procedures shall be in accordance with the program's purpose and objectives as stated in this Agreement.
- 7.1 The following objectives of the Tactical Medic Program shall guide the development and evolution of program operations. These objectives are to:
 1. Enhance Emergency Response Team ("ERT") mission success;
 2. Reduce mortality and morbidity among ERT operators, law enforcement personnel, innocent victims, and perpetrators;
 3. Reduce "line of duty" injuries and disability costs;
 4. Reduce lost work time for specially trained officers/deputies who are hard to replace; and
 5. Maintain good team morale and welfare.

SECTION VIII: FUNCTIONS OF THE TACTICAL MEDIC - The Tactical Medic will perform specialized functions as part of the standard operational practices adopted for the program. These functions may include:

1. Acquiring and maintaining medical history, immunizations, and the current health status of each SWAT Team Member. Strict confidentiality of medical information will be maintained at all times;
2. Development of Self-Aid/Buddy-Aid programs for team;

3. Monitoring the medical effects of environmental/mission conditions on individual and team performance. Any significant findings will immediately be conveyed to the Team Leader.
4. Providing medical treatment to ill or injured team members during tactical operations. Medical care will also be provided to non-law enforcement personnel injured or ill during tactical operations;
5. Serving as the patient advocate for SWAT team members or other law enforcement officers /deputies who are treated by other medical providers. The Tactical Medic will establish good working relationships with other local emergency response agencies and definitive medical care facilities to assure the appropriate integration of the SWAT/TEMS program;
6. A Medical Threat Assessment (MTA) will be conducted for all tactical operations and training events as necessary
7. Preparing the training and implementation of mission specific casualty extraction techniques. This training will also include Immediate Action Drills. It will be the Tactical Medic's role to develop Operator Recovery pre-plans for all call-outs/operations;
8. The TEMS Leader or designee shall arrange for notification and/or staging of appropriate resources such as but not limited to: Medical Air Evac, stand-by ambulances, fire departments, any other resources needed for scene stabilization

SECTION IX: TACTICAL MEDIC RESPONSE INCIDENTS

- 9.0 Tactical Medics will respond to SWAT call, training, and emergency unless unable to respond and if unable to respond, the Fire District will notify the SWAT chain of command in a timely manner.

SECTION X: COMPENSATION, GRANTS AND FUNDING

- 10.0 Any and all employee wages and overtime wages occurred while participating in the Tactical Medic Program by employees of the Win-Bur-Sew Fire Department shall be compensated solely by the Win-Bur-Sew Fire Department. Any and all employee wages and overtime

wages occurred while participating in the Tactical Medic Program by employees of the Sheriff's Office shall be compensated solely by the Sheriff. The County and the Sheriff's Office shall not be responsible for workers' compensation claims of Win-Bur-Sew employees providing services pursuant to this Agreement. Win-Bur-Sew shall not be responsible for worker's compensation claims of Sheriff's employees providing services pursuant to this Agreement.

- 10.1 Both parties agree to engage, when feasible and desirable, to jointly seek grants to fund activities that are the subjects of this Agreement.

SECTION XI: EFFECTIVE DATE AND TERM

- 11.0 This Agreement will take effect as soon as it is signed by all authorized representatives from the County, Win-Bur-Sew and the Sheriff's Office. The County or Win-Bur-Sew may terminate this Agreement for any reason at any time upon forty-five (45) days written notice to the other Party.

SECTION XII. INDEMNIFICATION

- 12.0 Win-Bur-Sew agrees to defend itself in any actions or disputes brought against Win-Bur-Sew in connection with or as a result of this Agreement and to hold harmless and fully indemnify the County and the Sheriff's Office and/or the County's and Sheriff's elected and appointed officials, officers, deputies and employees from any and all losses, liabilities, damages, claims, expenses, actions or judgments, including reasonable attorney's fees, as a result of the negligent or willful or wanton acts of Win-Bur-Sew in connection with or as a result of this Agreement. The County agrees to fully indemnify and hold harmless Win-Bur-Sew and its elected and appointed officials, officers and employees from any and all losses, liabilities damages, claims, expenses, actions or judgments, including reasonable attorney's fees, as a result of the negligent or willful or wanton acts of the County and/or Sheriff in connection with or as a result of this Agreement.

- 12.1 Win-Bur-Sew shall maintain for the duration of this Agreement, and any extensions thereof, at its own expense, insurance that includes "Occurrence" basis wording and is issued by a company or companies qualified to do business in the State of Illinois, which generally require that the company

be assigned a Best's Rating of "A" or higher with a Best's financial size category of class XIV or higher, or by membership in a governmental self-insurance pool, in at least the following types and amounts:

- 12.2 Commercial General Liability in a broad form, to include but not limited to coverage for the following where exposure exists: bodily Injury and Property Damage, Premises/Operations, independent contractors, Products/Completed operations, Personal Injury and Contractual Liability; limits of liability not less than \$500,000 per occurrence and \$1,000,000 in the aggregate;
- 12.3 Business Auto Liability, to include but not limited to, bodily Injury and Property Damage, including owned vehicles, hired and non-owned vehicles and employee non-ownership; limits of liability shall not be less than \$1,000,000 per occurrence, combined single limit for bodily injury liability and property damage liability; and
- 12.4 In reference to the insurance coverage maintained by Win-Bur-Sew, such policies shall not be canceled, limited in scope, or non-renewed until after thirty (30) days written notice has been given to the County. Certificates of Insurance evidencing the above-required insurance shall be supplied to the County within ten (10) days of approval of this Agreement.

SECTION XIII. NO ASSIGNMENT

- 13. The County and Win-Bur-Sew shall not assign this Agreement without the prior written approval of the other party.

SECTION XIV. NO SUBCONTRACTORS

- 14. Neither the County nor Win-Bur-Sew shall enter into subcontracts for any services provided for in this Agreement.

SECTION XV. GOVERNING LAW

- 15. The County and Win-Bur Sew agree this Agreement has been executed and delivered in Illinois and that their relationship and any and all disputes, controversies or claims arising under this Agreement shall be governed by the laws of the State of Illinois, without regard to conflicts of laws principles. The County and Win-Bur Sew further agree that the exclusive venue for all such disputes shall be the Circuit Court of the 17th Judicial Circuit of Winnebago County, Illinois, and the County and Win-Bur-Sew hereby consent to the personal jurisdiction thereof.

SECTION XVI. SEVERABILITY

16. The provisions of this Agreement are severable. If any paragraph, section, subdivision, sentence, clause or phrase of this Agreement is for any reason held to be contrary to law, or contrary to any rule or regulation having force and effect of law, such decision shall not affect the remaining portions of this Agreement.

SECTION XVII. NO AGENCY

17. The County and Win-Bur Sew agree that nothing contained is intended or should be construed as in any manner creating or establishing a relationship of partners between the County, the Sheriff's Office and Win-Bur Sew, or constituting the County and/or the Sheriff's Office (including its officers, employees and agents) as agents, representatives, or employees of Win-Bur-Sew for any purpose, or in any manner, whatsoever. Similarly, nothing contained herein is intended or should be construed as in any manner creating or establishing a relationship of partners between the County and Win-Bur-Sew and/or the Sheriff's Office and Win-Bur-Sew, or constituting Win-Bur-Sew (including its officers, employees and agents) as agent, representatives of the County and/or Sheriff's Office, for any purpose, or in any manner, whatsoever.

SECTION XVIII. NOTICES

18. The County and Win-Bur-Sew agree to promptly notify each other in writing of:

18.1 Any decision to terminate this Agreement,

18.2 The receipt of notice of any claim or lawsuit involving the services provided under this Agreement, and

18.3 The receipt of any written or verbal requests for inspection and/or copying of any documents relating in any manner whatsoever to the services provided by the County, Sheriff's Office and Win-Bur-Sew under this Agreement

18.4 Except as otherwise provided herein, all notices required to be given under this Agreement shall be in writing and shall be hand-delivered or sent by certified mail, return receipt request, to the following addresses:

If to the County:

Winnebago County Administrator Carla Paschal

Winnebago County Administration Building
404 Elm Street
Rockford, Illinois 61101

If to the Sheriff:

Winnebago County Sheriff Gary Caruana
Winnebago County Justice Center
650 W. State Street
Rockford, Illinois 61102

If to the Win-Bur-Sew Fire Protection District:

Win-Bur-Sew Fire Protection District
Rob Martin, Fire Chief
110 E. Main Street
Winnebago, Illinois 61088

All notices or documents delivered or required to be delivered under the provisions of this Agreement shall be deemed received one (1) day after hand-delivery or three (3) days after sending by certified mail. Any of the Parties by written notice so provided may change the address to which future notices are sent.

SECTION XIX: BINDING EFFECT

19.0. The County and Win-Bur-Sew hereto represents to the other that it has undertaken all necessary actions to execute this Agreement and that it has the legal authority to enter into this Agreement, and to undertake all obligations imposed on it.

SECTION XX: COUNTERPART EXECUTION

20.0. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

COUNTY OF WINNEBAGO, ILLINOIS
an Illinois body politic and corporate

Frank Haney
Chairman of the County Board of the
County of Winnebago, Illinois
Date: _____

Attest: _____

Lori Gummow
Clerk of the County Board of the
County of Winnebago, Illinois
Date: _____

WINNEBAGO COUNTY SHERIFF'S OFFICE

Gary Caruana
Winnebago County Sheriff

Date

WIN-BUR-SEW FIRE PROTECTION DISTRICT



Rob Martin
Win-Bur-Sew Fire Chief

Date: 6/19/19

OPERATIONS & ADMINISTRATIVE COMMITTEE AGENDA

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

DATE: MONDAY, JULY 1, 2019
TIME: IMMEDIATELY FOLLOWING THE
PUBLIC SAFETY COMMITTEE
MEETING AT 5:30 PM

LOCATION: ROOM 303
COUNTY ADMINISTRATION BLDG
404 ELM STREET
ROCKFORD, IL 61101

AGENDA:

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

Submitted by: Keith McDonald

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

SUBMITTED BY: OPERATIONS & ADMINISTRATIVE COMMITTEE

2019CO _____

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

WHEREAS, Chapter 70 of the Winnebago County Code of Ordinances regulates waste haulers and solid waste pursuant Section 5-15010 of the Counties Code, 55 ILCS 5/5-15010, which authorizes county boards to control and regulate the disposal of sewage, refuse, and any other wastes from any premises within the borders of the county; and

WHEREAS, the Winnebago County Health Department enforces the County Code related to waste haulers and recommends revisions to the ordinance to make enforcement more effective; and

WHEREAS, the Health Department also recommends revisions to the fee structure for inspections of waste hauling vehicles to cover inspection and permit costs; and

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

WHEREAS, given the foregoing, the Health Department recommends the deletion of most of the sections in Chapter 70, Article II, of the County Code.

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

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

Sec. 70-1. – Definitions.

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

Debris means refuse.

Garbage means the animal and vegetable waste resulting from the handling, preparation, cooking and consumption of food.

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

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

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

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

Sec. 70-4. – Garbage disposal.

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

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

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

- (a) *Owners duty to prevent spills.* No person owning or controlling any refuse hauling vehicle shall cause or permit any vehicle to be so loaded, to be in such defective condition, so out of repair, faultily constructed, or so improperly driven or managed that any garbage, rubbish or miscellaneous waste with

which such vehicle is loaded, or is being loaded, shall drop or fall on any public way or other place. Such vehicle shall be so constructed and covered as to prevent any part of the contents thereof from falling, leaking or spilling therefrom. Vehicles that transport refuse, garbage, rubbish or other miscellaneous waste in a manner that is not fully enclosed shall ensure that the transport container is covered, by a tarp or other effective means, at all times when the vehicle is operating in the county, including after depositing any refuse, garbage, rubbish or miscellaneous waste being transported.

(b) *Permit required; procedures.* Any person owning or controlling any refuse hauling vehicle shall obtain permits for the vehicles from the Winnebago County Health Department and comply with the following terms and conditions:

(1) *Application.* Permits forms shall be furnished by the Health Department for the applicant to provide the following information: name and address of hauler, a description of each vehicle to be permitted, vehicle license plate, and vehicle identification number. Permit applications shall be submitted at least 30 days prior to the first day of the quarter in which the annual permit is to be issued, as set forth below.

(2) *Inspection.* All vehicles to be permitted will be inspected. Inspections shall be completed prior to permits being issued. Inspections shall consist of checking whether the vehicle can contain the type of refuse it will be used to haul without leaking, the wind blowing, or otherwise discharging any refuse prior to or after its disposal destination. The health officer or his or her designee shall inspect any three or more refuse hauling vehicles at a reasonable time, quartered at the same site in the county. Persons owning or operating fewer than three refuse hauling vehicles, including personal vehicles used for hauling refuse, shall arrange with the health officer a reasonable time and place for inspection. Regardless of permit status, the health officer may inspect any refuse hauling vehicle at any time or place to ensure that its condition and operation are in compliance with this Chapter and in the interest of public health and safety.

(3) *Term.* The term of permits shall be staggered by county fiscal year quarters depending on the number of refuse hauling vehicles to be permitted. Permits for using personal vehicles for hauling refuse will be issued at any time during the year and will be valid for a period of twelve months starting on the first day of the quarter in which the permit was issued.

(4) *Insurance.* All permit applicants, other than private individuals using their personal vehicles, must provide a policy or certificate of insurance demonstrating both vehicle liability insurance and comprehensive general liability insurance with limits each of not less than \$1,000,000 each

person, \$3,000,000 each accident bodily injury liability, and \$1,000,000 each accident property damage liability. Said insurance may not be changed or canceled without at least 30 days' prior written notice to the Health Department.

- (5) *Identification.* At the time of permit issuance, the health officer shall provide two decals for each vehicle, one of which is to be affixed to the driver's side windshield and the other to be placed on the rear of the refuse hauling vehicle. Both decals must be visible at all times. No vehicle may be used without displaying said decals.
- (6) *Violations.* Failure to comply with any of the provisions in this Section may be punished by suspension of the permit and a fine of up to \$1,000. Each day that a violation exists shall be considered a separate offense. In addition to other penalties and procedures authorized by law or this Code, a violation of this Section is also subject to the code enforcement procedures set forth in Chapter 4 of this Code.
- (7) *Fees.* The permit fees for refuse hauling vehicles, other than personal vehicles, shall be as follows:

Quarter	Number of Refuse Hauling Vehicles	Annual Permit Fee
October – December	76-100	\$20,000
January – March	51-75	\$15,000
April – June	26-50	\$10,000
April – June	11-25	\$5,000
July – September	6-10	\$2000
July – September	0-5	\$1000

The fee for individuals who use their personal vehicles to haul refuse shall be \$50.00 per year.

All fees will be reviewed on an annual basis by the Health Officer. Fees may be adjusted based on the consumer price index (CPI) for the prior calendar year as published by the Bureau of Labor Statistics but any increase in fees may not exceed more than 5% without Board authorization.

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

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

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

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

Sec. 70-32. – Permit required.

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

Sec. 70-33. – Bond required.

(a) The operator of a sanitary landfill shall deliver to the Health Department a cash or corporate bond in the sum of \$5,000.00. Such cash or corporate bond shall run to the county and shall be conditioned as follows:

(1) The operator, their agents and employees will comply with all of the terms, conditions, provisions, requirements and specifications contained in this article and with all federal, state and local laws and regulations.

(2) The operator will save harmless the county from any expense incurred through the failure of the operator, his agents or employees to operate and maintain the sanitary landfill in accordance with this article and all federal, state and local laws and regulations, including any expense the county may incur for correcting any violation or from any damages growing out of the negligence of the operator, his agents or employees.

(b) Such bond shall run for a period of two years after the landfill site has been finished and brought to final grade.

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

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

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

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

BE IT FURTHER ORDAINED that this Ordinance shall be in full force and effect on _____, 2019, and the County Clerk is hereby directed to distribute a certified copy of this Ordinance to the Public Health Administrator, the County Auditor, and the County Administrator.

Respectfully submitted,
OPERATIONS & ADMINISTRATIVE COMMITTEE

AGREE

Keith McDonald, Chairman

Jean Crosby

John Butitta

Joe Hoffman

Dorothy Redd

Jaime Salgado

Paul Arena

DISAGREE

Keith McDonald, Chairman

Jean Crosby

John Butitta

Joe Hoffman

Dorothy Redd

Jaime Salgado

Paul Arena

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

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

Attested by:

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

Ayes: _____ Nays: _____ Absent: _____