Winnebago County Board
Regular Adjourned Meeting
Thursday, September 7, 2017

AMENDED AGENDA

Call to Order -----------------------------------------------------CHAIRMAN FRANK HANEY

Agenda Changes-----------------------------------------------------CHAIRMAN FRANK HANEY

Under Proclamations

Please Remove:

“U.S. Constitution Week” – Inis F. Bloomster, Rockford Chapter National Daughters of the American Revolution (Rescheduled)

Under Public Participation

Please Add:

Rev. Derrick Shelby - Voting - PRO
Mayor Thomas McNamara - Barber-Colman Project - PRO
Patrick Murphy - Barber-Colman Project - PRO
Mike Schablaske - Barber-Colman Project - PRO
John Eckburg - Barber-Colman Project - PRO
Bruce Roberts - Public Safety Issues in The County - PRO
Gary W. Anderson - Barber-Colman Project - PRO
Susan Lewandowski - Funding Barber-Colman Project - PRO
Kevin McCarthy - Proposed Cut to Sheriff’s Budget - 2018 - CON

Under Economic Development Committee

Please Add:

1. Barber-Colman Overview
Awards, Presentations and/or Proclamations and Public Participation

<table>
<thead>
<tr>
<th>Awards</th>
<th>None</th>
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<tbody>
<tr>
<td>Presentations</td>
<td>None</td>
</tr>
<tr>
<td>Proclamations</td>
<td>None</td>
</tr>
</tbody>
</table>

**Public Participation**

- **Rev. Derrick Shelby** - Voting - PRO
- **Mayor Thomas McNamara** - Barber-Colman Project - PRO
- **Patrick Murphy** - Barber-Colman Project - PRO
- **Mike Schablaske** - Barber-Colman Project - PRO
- **John Eckburg** - Barber-Colman Project - PRO
- **Bruce Roberts** - Public Safety Issues in The County - PRO
- **Gary W. Anderson** - Barber-Colman Project - PRO
- **Susan Lewandowski** - PRO
- **Funding Barber-Colman Project** - PRO
- **Kevin McCarthy** - Proposed Cut to Sheriff’s Budget – 2018 - CON

Minutes

“May I Please Have a Motion to Approve the Minutes from August 10, 2017 Meeting and to Layover the Minutes from the August 24, 2017 Meeting.”

Announcements & Communications-----------------------------MARGIE MULLINS
“The Items Listed Below Were Received as Correspondence”
Chairman Haney To Be “PLACED ON FILE”.

1. County Clerk Mullins received from the United States Nuclear Regulatory Commission the following:
   A. Byron Station Acknowledgment of Disputed Violation of NRC Inspection Report 05000454/2017009; 05000455/2017009 (Received 8-25-17)
   B. Federal Register / Vol. 82, No. 166 / Tuesday, August 29, 2017 (Received 8-31-17)
   C. Updated Inspection Plan for Byron Station, Units 1 and 2 (Report 05000454/2017004 and 0455/2017005) (Received 8-31-17)
   D. Letter responding to the petition dated January 24, 2017, as supplemented by e-mails dated February 15, March 6, June 16, June 27, June 30, and July 5, 2017. (Received 8-31-17)
   E. Federal Register / Vol. 82, No. 170 / Tuesday, September 5, 2017 / Notices (Received 9-5-17)
   F. Braidwood Station, Units 1 and 2; Byron Station, Unit Nos. 1 and 2; Calvert Cliffs Nuclear Power Plant, Units 1 and 2; Clinton Power Station, Unit No. 1; Dresden Nuclear Power Station, Units 2 and 3; LaSalle County Station, Units 1 and 2; Limerick Generating Station, Units 1 and 2; Nine Mile Point Nuclear Station, Units 1 and 2; Peach Bottom Atomic Power Station, Units 2 and 3; Quad Cities Nuclear Power Station, Units 1 and 2; R.E. Ginna Nuclear Power Plant; and Three Mile Island Nuclear Station, Unit 1 – Issuance of Amendments to Adopt TSTF-529, “Clarify Use and Application Rules: (CAC Nos. MF9470-MF9490) (Received 9-7-17)

2. County Clerk Mullins received from Rockford BMX a letter thanking the County for their financial support given to their organization.

3. County Clerk Mullins received from the Illinois Commerce Commission a letter regarding a complaint associated with Future Now Energy LLC.

4. County Clerk Mullins received from ComEd a letter informing the County that during the months of October, November and December, 2017, ComEd will begin performing regularly scheduled Transmission Corridor vegetation management activities within our area.


GO TO REGULAR AGENDA
WINNEBAGO COUNTY BOARD
AGENDA

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

Thursday, September 7, 2017
6:00 p.m.

Awards, Proclamations, Presentations, Public Hearings, and Public Participation

- Awards – None
- Presentations – None
- Proclamations – None (Rescheduled: U.S. Constitution Week Proclamation)

Board Member Correspondence

Chairman’s Report

- Volunteer Barb Martin, Chairman’s Service Excellence Award

Consent Agenda

- Leaves of Absence
- Raffle Report

Standing Committee Reports

1. Finance Committee – Ted Biondo, Committee Chairman
   A. Committee Report
   B. Resolution Authorizing Settlement of a Claim Against the County of Winnebago
      Entitled Kurt Ditzler Versus Winnebago County
   C. Resolution Authorizing Settlement of a Claim Against the County of Winnebago
      Entitled David Ellis Versus Winnebago County
   D. Resolution Authorizing Settlement of a Claim Against the County of Winnebago
      Entitled Frank Fasula Versus Winnebago County
   E. Resolution Authorizing Settlement of a Claim Against the County of Winnebago
      Entitled Lori Stutsman Versus Winnebago County

2. Zoning Committee – Jim Webster, Committee Chairman
   A. Planning and/or Zoning Requests (none)
   B. Committee Report (See attached)
3. **Economic Development Committee – Fred Wescott, Committee Chairman**
   A. Committee Report
      1. Barber Colman Overview
   B. Resolution to Authorize a Commitment to an Intergovernmental Agreement with the City of Rockford in Support of the Barber Colman Village Redevelopment Project

4. **Operations & Administrative Committee – Gary Jury, Committee Chairman**
   A. Committee Report
   B. Resolution Establishing the Date, Time, and Location of Each Meeting of the Winnebago County Board
   C. Resolution to Renew the Agreement for Chiropractic Services

5. **Public Works Committee – Dave Kelley, Committee Chairman**
   A. Committee Report
   B. **(17-044)** Resolution Authorizing a Change Order for the Riverside and Forest Hills Joint Repair (Section 17-00000-01-GM) Change Order #1
      Cost: $11,282.23 deduction   C.B. District: 17 & 20
   C. **(17-045)** Resolution Awarding Bids for Wheel End Loader
      Cost: $222,000     C.B. District: County Wide
   D. **(17-046)** Resolution for the Award of Bid for Roscoe Road Bridge Over the Rock River Slope Wall Repairs (Section 17-00647-00-BR)
      Cost: $39,595.25     C.B. District: 3

6. **Public Safety Committee – Dave Fiduccia, Committee Chairman**
   A. Committee Report
   B. Resolution Authorizing the Winnebago County Sheriff to Extend the Contract for Towing of Impounds and County Vehicles
   C. Resolution Authorizing Execution of a Termination of an Intergovernmental Agreement among the County of Winnebago, the Illinois Department of Human Services and the Illinois Criminal Justice Information Authority for Operation of The Illinois Center of Excellence for Behavioral Health and Justice
   D. Resolution Authorizing Execution of Intergovernmental Agreement Setting Forth the Responsibilities of the Parties for Operation of the Illinois Center of Excellence for Behavioral Health and Justice
   E. Resolution Authorizing Execution of Intergovernmental Agreement to Continue the Operation of The Illinois Center of Excellence for Behavioral Health and Justice

**Unfinished Business**

**New Business**

**Adjournment**

*Next Meeting: Thursday, September 28, 2017*
CHAIRMAN’S REPORT
I, Frank Haney, Chairman of the Winnebago County Board hereby recognize Barb Martin for outstanding service to the residents of Winnebago County, Illinois. This award recognizes her passion for excellence and a spirit of serving others. This award is not given because of one single action but rather for ongoing, meritorious service. Barb Martin is recognized as an example of the very best values of the Winnebago County community.
CONSENT
AGENDA
RAFFLE APPLICATION REPORT

Presently the County Clerk's office has Raffle Applications submitted by 9 different organizations for 12 Raffles.

All applying organizations have complied with the requirements of the Winnebago County Raffle Ordinance. All fees have been collected, bonds received and all individuals involved with the raffles have received the necessary Sheriff's Department clearance.

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

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This concludes my report

Deputy Clerk [Signature]

MARGIE M. MULLINS,
Winnebago County Clerk

Date ____________ 7-Sep-17
FINANCE COMMITTEE
RESOLUTION
of the
COUNTY BOARD OF THE COUNTY OF WINNEBAGO, ILLINOIS

Submitted by: Finance Committee

2017 CR

RESOLUTION AUTHORIZING SETTLEMENT OF A CLAIM AGAINST
THE COUNTY OF WINNEBAGO ENTITLED
KURT DITZLER VERSUS WINNEBAGO COUNTY

WHEREAS, the County of Winnebago, Illinois, is involved in having claims asserted against it by Kurt Ditzler for injuries allegedly sustained while in the employment of the Winnebago Sheriff’s Department; and,

WHEREAS, the Plaintiff has offered to settle the above claim against the County of Winnebago for consideration payable in the amount of $27,668.30 for a Workers Compensation case and,

WHEREAS, counsel for the County of Winnebago recommends that it is in the 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 Kurt Ditzler verses County of Winnebago for injuries allegedly sustained by Kurt Ditzler while in the employment of the Winnebago County Sheriff’s Department by payment of the amount of $27,668.30 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,
The above and foregoing Resolution was adopted by the County Board of the County of Winnebago, Illinois this 24th day of August 2017.

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

MARGIE M. MULLINS
CLERK OF THE COUNTY BOARD
OF THE COUNTY OF WINNEBAGO, ILLINOIS
RESOLUTION
of the
COUNTY BOARD OF THE COUNTY OF WINNEBAGO, ILLINOIS

Submitted by: Finance Committee

2017 CR

RESOLUTION AUTHORIZING SETTLEMENT OF A CLAIM AGAINST
THE COUNTY OF WINNEBAGO ENTITLED
DAVID ELLIS VERSUS WINNEBAGO COUNTY

WHEREAS, the County of Winnebago, Illinois, is involved in having claims asserted against it by David Ellis for injuries allegedly sustained while in the employment of the County of Winnebago; and,

WHEREAS, the Plaintiff has offered to settle the above claim against the County of Winnebago for consideration payable in the amount of $13,728.69 for a Workers Compensation case and,

WHEREAS, counsel for the County of Winnebago recommends that it is in the 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 David Ellis versus County of Winnebago for injuries allegedly sustained by David Ellis while in the employment of the County of Winnebago by payment of the amount of $13,728.69 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,
The above and foregoing Resolution was adopted by the County Board of the County of Winnebago, Illinois this 24th day of August 2017.
RESOLUTION
of the
COUNTY BOARD OF THE COUNTY OF WINNEBAGO, ILLINOIS

Submitted by: Finance Committee

2017 CR

RESOLUTION AUTHORIZING SETTLEMENT OF A CLAIM AGAINST
THE COUNTY OF WINNEBAGO ENTITLED
FRANK FASULA JR. VERSUS WINNEBAGO COUNTY

WHEREAS, the County of Winnebago, Illinois, is involved in having claims asserted against it by Frank Fasula, Jr. for injuries allegedly sustained while in the employment of the County of Winnebago; and,

WHEREAS, the Plaintiff has offered to settle the above claim against the County of Winnebago for consideration payable in the amount of $137,834.79 for a Workers Compensation case and,

WHEREAS, counsel for the County of Winnebago recommends that it is in the 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 Frank Fasula Jr. verses County of Winnebago for injuries allegedly sustained by Frank Fasula Jr. while in the employment of the County of Winnebago by payment of the amount of $137,834.79 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,
The above and foregoing Resolution was adopted by the County Board of the County of Winnebago, Illinois this __24th__ day of ___August___ 2017.

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

MARGIE M. MULLINS  
CLERK OF THE COUNTY BOARD  
OF THE COUNTY OF WINNEBAGO, ILLINOIS
RESOLUTION
of the
COUNTY BOARD OF THE COUNTY OF WINNEBAGO, ILLINOIS

Submitted by: Finance Committee

2017 CR

RESOLUTION AUTHORIZING SETTLEMENT OF A CLAIM AGAINST
THE COUNTY OF WINNEBAGO ENTITLED
LORI STUTSMAN VERSUS WINNEBAGO COUNTY

WHEREAS, the County of Winnebago, Illinois, is involved in having claims asserted
against it by Lori Stutsman for injuries allegedly sustained while in the employment of the
Winnebago County States Attorney’s office; and,

WHEREAS, the Plaintiff has offered to settle the above claim against the County of
Winnebago for consideration payable in the amount of $38,880.11 for a Workers Compensation
case and,

WHEREAS, counsel for the County of Winnebago recommends that it is in the 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 Lori Stutsman
verses County of Winnebago for injuries allegedly sustained by Lori Stutsman while in the
employment of the Winnebago County State’s Attorney’s office by payment of the amount of
$38,880.11 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,
(AGREE) | (DISAGREE)
---|---
Ted Biondo, Chairman | Ted Biondo, Chairman
Gary Jury | Gary Jury
Joe Hoffman | Joe Hoffman
Burt Gerl | Burt Gerl
Dave Boomer | Dave Boomer
Steve Schultz | Steve Schultz
Jaime Salgado | Jaime Salgado
Keith McDonald | Keith McDonald

The above and foregoing Resolution was adopted by the County Board of the County of Winnebago, Illinois this 24th day of August 2017.

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

ATTESTED BY:

______________________________
Margie M. Mullins  
Clerk of the County Board  
of the County of Winnebago, Illinois
ZONING COMMITTEE
A. **PLANNING AND/OR ZONING REQUESTS:**

**TO BE LAID OVER:** NONE

**TO BE VOTED ON:** NONE

B. **COMMITTEE REPORT (ANNOUNCEMENTS) - for informational purposes only; not intended as a public notice):**

- Chairman, Brian Erickson, hereby announces that the next *Zoning Board of Appeals (ZBA)* meeting is scheduled for Wednesday, **September 13, 2017**, at 5:30 p.m. in Room 303 of the County Administration Building. The cases currently on the agenda are as follows:

1. Z-15-17 A Map Amendment to rezone +/- 25.0 acres from the AG, Agricultural Priority District to the A2, Agriculture-Related Business District at 10076 Fish Hatchery Road in Burritt Township, District 1.
2. SU-08-17 A Special Use Permit for a Retreat Center in the A2, Agriculture-Related Business District at 10076 Fish Hatchery Road in Burritt Township, District 1.
3. Z-16-17 A Map Amendment to rezone +/- 1.61 acres from the AG, Agricultural Priority District to the RE, Rural Estate District (a sub-district of the RA District) at 8268 McMichael Road in Harlem Township, District 7.

- Chairman, Jim Webster, hereby announces that the next *Zoning Committee (ZC)* meeting is tentatively scheduled for Wednesday, **September 27, 2017**, at 5:45 p.m. in Room 303 of the County Administration Building.
Executive Summary

Date: August 29, 2017
Item: Barber Colman Village Redevelopment Project
Prepared by: County Board Chairman Frank Haney and County Administrator Amanda Hamaker

County Code: 2017-CO-062: Ordinance Adopting a Host Fee Allocation & Award Policy

Background: The historic Barber-Colman company was one of the most important companies in the United States in the first half of the twentieth century. This is because Howard Colman had a passion for learning, invention, and developing his work force. In fact, Colman was one of the first CEOs in the country to develop an apprenticeship program to train 16-year olds to be skilled manufacturing workers. He also established an Experimental Department to develop new technologies.

The City of Rockford has applied for and stands to receive an U.S. Economic Development Administration (EDA) grant for site improvements to the now dilapidated industrial site, pending its partnership with Rock Valley College, to redevelop the site into a technical-career training center. In preparation for this grant, Administration allowed the City to include reference to a potential matching investment by the County. The grant award is now imminent and time-sensitive, and the City seeks a formal County Board commitment for the project.

The opportunity to spearhead a legacy of learning, invention, and workforce development for Winnebago County residents represents an imperative investment in local economic and workforce development. A Host Fee commitment is appropriate given the location’s past, and understanding the critical economic needs of the community.

Other facts about the project:
- It will rejuvenate the 22-acre deteriorating former factory site – already under City ownership – into a multi-phase, mixed-use development beginning with a technical career training center focused on vocational and technical education and job training
- It will help to fill the local labor market gap for skilled workers for middle-class waged jobs that do not require a bachelor’s degree
- The first phase of the redevelopment is approximately $9.7 million dollars in capital and infrastructure improvements – this is where a County and other financial commitment comes in. These improvements include hard costs related to infrastructure, sewer, parking lots, street lights, etc...
• $2 million in EDA grant funds pending Rock Valley College partnership agreement and Winnebago County funding commitment (September 1, 2017 federal deadline – extended to September 16 to accommodate Winnebago County and Rock Valley Board schedule)

• The return on investment for phase one of the redevelopment is the successful launch of programs at Barber Colman Village by RVC in 2019

• The County investment is recommended for a multi-year Host Fee commitment equal to the City’s, as stipulated in the EDA grant, not to exceed 3.2 million dollars; payable in equal payments over a minimum of six (6) and not to exceed ten (10) years

**Recommendation:** The Board’s Economic Development Committee, chaired by Member Fred Wescott has reviewed the Resolution presented, and it is scheduled for presentation to the Economic Development Committee on Wednesday, August 30. The Board will be asked to consider approval of this Resolution on September 7, 2017, committing multi-year Host Fee funding for the Barber-Colman Village project. An intergovernmental agreement will be prepared and presented for the Board’s consideration pending the successful award of the EDA grant.

**Attachments:**
RRStar: July 23, 2017, Federal grants could spark transformation of Barber-Colman
RRStar: July 24, 2017, Rockford applies for $3.2M Barber-Colman grant
RRStar: July 30, 2017: Our View: Alderman step up on Barber-Colman campus project
RESOLUTION
of the
COUNTY BOARD OF THE COUNTY OF WINNEBAGO, ILLINOIS

Submitted by: Economic Development Committee

2017 CR

RESOLUTION TO AUTHORIZE A COMMITMENT TO AN INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF ROCKFORD IN SUPPORT OF THE BARBER COLMAN VILLAGE REDEVELOPMENT PROJECT

WHEREAS, the City of Rockford ("City") has submitted an application to the Economic Development Administration ("EDA") for site improvements to support the redevelopment of the Barber Colman property including the Rock Valley College Technical Career Training Institute ("RVC"); and

WHEREAS, the City has received a favorable response to said application, with a condition for EDA funding being a financial commitment from Winnebago County; and

WHEREAS, the project consists of the renovation of the former Barber Colman site and seeks to create a career training campus for RVC. The project site, in the City’s west side, is located south of Morgan St., east of S. Main St., north of Lane St., and west of the Rock River, as indicated in Attachment A, is currently owned by the City of Rockford, and the buildings that remain are abandoned and deteriorating as they sit dormant. The City plans to assist with the cost of the site improvements while the cost of the building rehabilitation would lie with RVC and Rockford Local Development Corporation ("RLDC"); and

WHEREAS, the redevelopment of the Barber Colman site constitutes a major economic development project that will benefit the residents of Winnebago County in terms of workforce development opportunities, and is therefore eligible for consideration for Host Fee funding consistent with Board Policy 2017-CO-062;

NOW, THEREFORE, BE IT RESOLVED, by the County Board of the County of Winnebago, Illinois, that the County supports the EDA grant application submitted by the City, and wishes to commit financial support through County Host Fee revenue toward the redevelopment of Barber Colman Village; and

BE IT FURTHER RESOLVED, that upon the successful awarding of an EDA grant to the City, the County Board will enter into an intergovernmental agreement with the City establishing a multi-year Host Fee commitment to the Barber Colman project not to exceed 3.2 million
dollars. (Payable in equal installments over a period of six (6) to ten (10) years as agreed upon by the City and the County

BE IT FURTHER RESOLVED, this resolution shall go into effect immediately upon its adoption

BE IT FURTHER RESOLVED, that the clerk of the County Board is hereby directed to prepare and deliver a copy of this Resolution to the County Administrator and the Mayor of the City of Rockford.

Respectfully submitted,

ECONOMIC DEVELOPMENT COMMITTEE

AGREE

Fred Wescott, Chairman
L.C. Wilson
Dorothy Redd
Jean Crosby
Dave Fiduccia

DISAGREE

Fred Wescott, Chairman
L.C. Wilson
Dorothy Redd
Jean Crosby
Dave Fiduccia

The above and foregoing Ordinance was adopted by the County Board of the County of Winnebago, Illinois, this _____ day of ___________________, 2017.

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

Attested by:

Margie M. Mullins
Clerk of the County Board
of the County of Winnebago, Illinois
Attachment A:
SITE PLAN

ROCK VALLEY COLLEGE
DOWNTOWN CAMPUS
EDA GRANT APPLICATION

6/8/17
Federal grant could spark transformation of Barber-Colman

By Jeff Kolkey
Staff writer
Posted Jul 23, 2017 at 10:00 AM
Updated Jul 23, 2017 at 10:46 PM

RVC manufacturing campus could prepare students for manufacturing careers

ROCKFORD — The City Council Monday will consider a $9.7 million plan to secure a matching federal grant and kick-start the transformation of the former Barber-Colman site with a Rock Valley College manufacturing education campus as an anchor.

The money would be used to pay for improvements at the 22-acre site, including roads, water mains, sanitary sewer lines, storm sewer, landscaping, parking and lighting. It would allow Rock Valley College to redevelop two of the aging industrial buildings into a Technical Career Training Institute that would prepare students for careers in manufacturing.

It’s a project with the power not only to spark a transformation of the dilapidated industrial site in southwest Rockford, but also a large swath of Rockford itself, said Alderwoman Venita Hervey, D-5.

“This is going to give people direct jobs — immediate job training for jobs out there ... like cold-form manufacturing and welding,” Hervey said. “It’s not that far of a leap to say that if we get people working and into these jobs, I think we will see a corresponding drop in crime and improved neighborhoods.”

The plan would require financial commitments from Rockford, Winnebago County and Rock Valley College.

Rockford would apply to the U.S. Economic Development Administration for a $3.2 million grant. Its pre-application was approved and the city received notice Tuesday that it can apply for the full grant. But the application is due Saturday, leaving officials in a time crunch.
If the grant is approved, Rockford and Winnebago County would split the remaining $6.5 million cost of the public improvements on a portion of the site in the 1200 block of Rock Street. The council and County Board must sign off on the plan.

Rock Valley College would team with the nonprofit Rockford Local Development Corp. to fund redevelopment of the industrial buildings using historic tax credits and other financing mechanisms. The space is needed as Rock Valley moves to meet demand for cold-form manufacturing programs.

Rockford acquired the sprawling property for $775,000 in 2002. It was home to Barber-Colman’s textile machinery operations from the early 1900s to 1984. Hundreds of thousands of dollars have been spent since 2003 to remove dilapidated structures and clean up environmental hazards at the site.

The $9.7 million plan could be considered “phase 1A” of a larger plan to redevelop the site — it has nine industrial buildings on the National Register of Historic Places — as “Colman Village,” a mixed-use development with commercial, residential and other uses anchored by the Rock Valley College manufacturing campus, Rockford City Administrator Todd Cagnoni said.

Cagnoni said the investment is critical to the future of the city and county, despite a looming financial crisis. To come up with its share of the money for the public improvements, Rockford could tap its capital-improvement program and redevelopment, water and parking funds.

“As a community we can’t afford not to do it,” Cagnoni said. “When you look at the needs of the residents of the city and county and greater region, and what we are hearing from employers in regards to individuals prepared to enter the workforce, this is a critical step in filling that gap. Not only in preparing our own residents (for jobs), but in helping to attract additional employers to the community.”

Jeff Kolkey: 815-987-1374;
Rockford applies for $3.2M Barber-Colman grant

By Jeff Kolkey
Staff writer
Posted Jul 24, 2017 at 9:49 PM
Updated Jul 24, 2017 at 10:33 PM

RVC manufacturing campus could prepare students for in-demand careers

ROCKFORD — Aldermen authorized the city to move forward tonight with a $9.7 million plan to secure a federal matching grant that could spark the transformation of the 22-acre former Barber-Colman industrial site into a mixed-use development anchored by a Rock Valley College manufacturing education campus.

The money would be used to pay for improvements to a portion of the sprawling industrial site at Rock and Loomis streets, including roads, water mains, sanitary sewer lines, storm sewer, landscaping, parking and lighting. But despite City Council approval, Ald. Venita Hervey, D-5, said it is a complex proposal that will require financial commitments from Rockford, Winnebago County and Rock Valley College to ultimately come to fruition.

“I’m cautiously excited,” Hervey said. “Nobody wants (Barber-Colman to work) more than I do, but it’s a series of moving parts and all those parts have to come together. This is just hurdle No. 1.”

Application for the grant was approved by City Council unanimously and without debate.

Hervey and other supporters of the project believe that a Rock Valley College Technical Career Training Institute in southwest Rockford could give people in impoverished areas of the city access to in-demand careers, prepare them for living wage jobs and improve quality of life in the city.

Rockford was, after submitting pre-application information, invited by the U.S. Economic Development Administration to apply for a $3.2 million grant.
It would require Winnebago County and Rockford to split the remaining $6.5 million cost of the public improvements.

Ald. Kevin Frost, R-4, said he has concerns about the project, but will support it if Winnebago County and Rock Valley College are on board.

“If the county is involved and Rock Valley College is involved, we all go to the table together,” Frost said. “I don’t want to have the exposure for only city of Rockford residents.”

Rockford could tap its capital improvement program, redevelopment, water and parking funds that would not exacerbate a looming operating budget crisis. Rock Valley College would work with the nonprofit Rockford Local Development Corp. to secure historic tax credits to redevelop two of the nine industrial buildings that remain on the site.

Winnebago County Board members and Rock Valley College trustees have not yet considered the proposals.

Jeff Kolkey: 815-987-1374; ..................................................; ..................................................
Our View: Aldermen step up on Barber-Colman campus project

By The Editorial Board
Posted Jul 30, 2017 at 2:00 PM

We applaud the Rockford City Council for voting unanimously to move forward in response to an invitation from the federal government to apply for a $3.2 million grant to develop infrastructure at the 22-acre site of the old Barber-Colman factory on Rock Street.

We understand this grant also requires Rock Valley College and Winnebago County government to commit to funding the remaining $6.5 million of the $9.7 million project to install streets, water mains, sewer and storm water lines, and parking and lighting.

This is a small portion of a dramatic, $32.3 million plan to create a mixed-use development out of buildings that were once part of the old textile machine factory, which has been vacant for two decades or more. At one time, more than 3,000 people worked there.

Key to the redevelopment would be an RVC vocational and technical education and job training program with a particular emphasis on life skills and science, technology, engineering and math, or STEM, careers.

Also in the master plan for the redevelopment are retail businesses, restaurants and office space. There’s also been talk of providing space for business startups and existing industries. Even urban farming, perhaps the indoor variety, is among the many possible uses of the campus.

Of urgent importance, though, is getting the technical training portion of the campus up and running.

Rockford has many jobs going begging in its vibrant industrial sector. An estimated 70 percent of current industrial jobs are held by people in their 50s and 60s, more of whom are retiring every day. We don’t have enough trained people
to fill the vacancies.

The nation's public schools decided in the 1980s to get out of the vocational training business, without consulting people outside the education bubble. No other organizations have done an adequate job picking up the pieces and starting new programs. If we don't do this now, we risk losing even more of our manufacturing economy to other parts of the world that do believe in the importance of vocational education.

Today's well-paying industrial jobs are done not on grimy factory floors but in clean, laboratory-like settings that must remain climate-controlled and dust-free at all times to build the precision components required by aerospace companies and federal agencies like the Defense Department and NASA.

Looking at the overall Barber-Colman project, yes, we know it's bold and we know it's going to be difficult to pull off. Ald. Venita Hervey, D-5th, who is the project's biggest backer, knows this as well.

“I'm cautiously excited. Nobody wants (Barber-Colman to work) to work more than I do,” she told the Rockford Register Star. “But it's a series of moving parts and all those parts have to come together. This is just hurdle number one.”

To be sure, progress is being made on the South Main corridor into downtown. The state and city have done a superb job rebuilding South Main Street into a modern, concrete roadway. The beautiful new Morgan Street Bridge adds a dynamic piece of infrastructure to the area.

The pending construction of the Embassy Suites hotel in the old Amerock factory will also help bring renewal and growth to the corridor.

The Barber-Colman campus is the next, logical step to revitalizing the oldest part of the Forest City and providing much-needed training for the industrial jobs of today and tomorrow.
Colman Village is a comprehensive development vision rooted and inspired by the legacy of Rockford’s forefathers who helped build the Rockford region and its economy and made Rockford a manufacturing powerhouse in America. The dawn of manufacturing in Rockford began at the banks of where settlers crossed the “Rocky Ford” of the Rock River, and for which Rockford was named.

The Rock River not only inspired our community name, but inspired Rockford’s forefathers to use this water as a source of energy for buildings, tools, and machines that would enable them to create products and innovations that the world had never seen. It is fitting that we celebrate this history to inspire our young people at the former Barber-Colman campus at 1200 Rock Street. It’s a place with a storied history—a place where one man with ingenuity, creativity, and an insatiable inventive spirit spawned a company that changed the world, at least in a small way.

That man was Howard Colman.
Rock Valley College Technical Career Training Institute
Ideally and Centrally Located within the RVC District Service Area
The Rock Valley College Technical Career Training Institute is the heart of the Colman Village Campus, a 22-acre former factory site. The goal of the Colman Village Campus Plan is to transform the site into a mixed-use development that includes vocational and technical education and job training, with a particular emphasis on life skills and STEM careers.

In addition, the Colman Village Campus Plan will offer other uses including residential loft space, retail and hospitality, as well as over 400,000 s.f. of office/industrial space for new start-ups and companies that fit in with the mission of the Colman Village Campus, which is to create a dynamic campus that fosters individual and community economic growth through educational, vocational training, and employment in a village atmosphere that promotes a healthy lifestyle and environment.
Buildings 17 (15,000) & 18 (31,100) are ideal for open floor plan vocational training and manufacturing work space. Building 17 is a potential location for light manufacturing incubator or maker space.
Future campus of Collman Village, located in Rockford, Illinois along the Rock River at the historic Barber-Colman factory campus in Winnebago County, Illinois.

Collman Village, registered on the National Register of Historic Places, is a mixed-use campus which offers vocational and technical education and job training. Collman Village offers a variety of land use amenities, including residential loft space, retail and hospitality, as well as over 400,000 s.f. of office/industrial space for new start-ups and companies.
Looking southwest in the courtyard
View of courtyard from Building 5
View of courtyard looking south
Colman Village Tentative Plat of Subdivision
PHASE 1
ROCK VALLEY COLLEGE
TECHNICAL CAREER EDUCATION & TRAINING CENTER
PHASE 1
ROCK VALLEY COLLEGE
TECHNICAL CAREER TRAINING & EDUCATION CENTER
PHASE 1
ROCK VALLEY COLLEGE
TECHNICAL CAREER EDUCATION & TRAINING CENTER
PHASE 1
ROCK VALLEY COLLEGE
TECHNICAL CAREER EDUCATION & TRAINING CENTER

± 68,814 total SF

9 = 17,726 SF

18 = 35,488 SF

17 = 15,600 SF

Building summary: 9, 17, and 18
PHASE 1
ROCK VALLEY COLLEGE
TECHNICAL CAREER EDUCATION & TRAINING CENTER - SITE
PLAN 1
DESIGN CONCEPT 1

LEGEND

LANDSCAPING

WELDING
+ 7,901 NSF
(2,315 CURRENT NSF)

AUTOMOTIVE
+ 10,918 NSF
(19,800 CURRENT NSF)

MANUFACTURING
+ 52,147 NSF
(62,250 CURRENT NSF)

“BLACK BOX” / MAKER SPACE
+ 0 NSF
(0 CURRENT NSF)

INcUBATOR / ENTREPRENEURIAL SPACE
= 200 NSF
(0 CURRENT NSF)

STUDENT SOCIAL SPACE
= 4,118 NSF
(4,500 CURRENT NSF)

MULTI-DISCIPLINARY PROGRAM
= 7,500 NSF
(5,000 CURRENT NSF)

GENERAL CLASSROOM
= 21,937 NSF
(11,646 CURRENT NSF)

63,292 S.F.

scale: 1/16"=1'-0"

Barber Colman DESIGN CONCEPT 1 SPACE DIAGRAM

Date: 04/18

Location: 1300 Rock St, Rockford, IL
WHY IS TECHNICAL TRAINING SO IMPORTANT TO THE ROCKFORD METROPOLITAN REGION?

Top Clusters by Employment

- Distribution and Electronic Commerce
- Business Services
- Automotive
- Metalworking Technology
- Production Technology and Heavy Machinery
- Aerospace Vehicles and Defense
- Food Processing and Manufacturing
- Hospitality and Tourism
- Transportation and Logistics
- Downstream Chemical Products

Employment
WHY IS TECHNICAL TRAINING SO IMPORTANT TO THE ROCKFORD METROPOLITAN REGION?

Top Clusters by Employment

- Distribution and Electronic Commerce
- Business Services
- Automotive
- Metalworking Technology
- Production Technology and Heavy Machinery
- Aerospace Vehicles and Defense
- Food Processing and Manufacturing
- Hospitality and Tourism
- Transportation and Logistics
- Downstream Chemical Products

TECHNICAL TRAINING-DEPENDENT INDUSTRIES
Rockford, IL
Automotive Cluster
Employment by Subcluster, 2014

<table>
<thead>
<tr>
<th>Subcluster</th>
<th>2014 Employment</th>
<th>National Rank</th>
</tr>
</thead>
<tbody>
<tr>
<td>Motor Vehicles</td>
<td>4125</td>
<td>20</td>
</tr>
<tr>
<td>Automotive Parts</td>
<td>1785</td>
<td>59</td>
</tr>
<tr>
<td>Metal Mills and Foundries</td>
<td>370</td>
<td>111</td>
</tr>
<tr>
<td>Gasoline Engines and Engine Parts</td>
<td>175</td>
<td>73</td>
</tr>
<tr>
<td>Small Vehicles</td>
<td>60</td>
<td>53</td>
</tr>
<tr>
<td>Military Vehicles and Tanks</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>Rockford, IL Totals (Subcluster)</td>
<td>6515</td>
<td></td>
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</tbody>
</table>

Rockford, IL
Metalworking Technology Cluster
Employment by Subcluster, 2014

<table>
<thead>
<tr>
<th>Metalworking Technology</th>
<th>2014 Employment</th>
<th>National Rank</th>
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</thead>
<tbody>
<tr>
<td>Fasteners</td>
<td>2177</td>
<td>9</td>
</tr>
<tr>
<td>Metal Processing</td>
<td>1574</td>
<td>24</td>
</tr>
<tr>
<td>Machine Tools and Accessories</td>
<td>1549</td>
<td>7</td>
</tr>
<tr>
<td>Metalworking Machinery</td>
<td>716</td>
<td>29</td>
</tr>
<tr>
<td>Hand Tools</td>
<td>10</td>
<td>50</td>
</tr>
<tr>
<td>Rockford, IL  Totals (Subcluster)</td>
<td>6026</td>
<td></td>
</tr>
</tbody>
</table>

## TOP 25 FASTENER PRODUCERS BY U.S. METROPOLITAN AREA

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Los Angeles, CA Metropolitan Area</td>
<td>8.92%</td>
<td>-1.07%</td>
<td>13,831</td>
<td>12,467</td>
<td>-1,364</td>
<td>138,476</td>
<td>139,759</td>
</tr>
<tr>
<td>Chicago, IL Metropolitan Area</td>
<td>6.78%</td>
<td>-1.79%</td>
<td>11,870</td>
<td>9,473</td>
<td>-2,397</td>
<td>138,476</td>
<td>139,759</td>
</tr>
<tr>
<td>Detroit, MI Metropolitan Area</td>
<td>4.88%</td>
<td>-2.09%</td>
<td>9,660</td>
<td>6,826</td>
<td>-2,834</td>
<td>138,476</td>
<td>139,759</td>
</tr>
<tr>
<td>Cleveland, OH Metropolitan Area</td>
<td>3.36%</td>
<td>-1.62%</td>
<td>6,899</td>
<td>4,697</td>
<td>-2,202</td>
<td>138,476</td>
<td>139,759</td>
</tr>
<tr>
<td>Minneapolis, MN Metropolitan Area</td>
<td>3.11%</td>
<td>0.64%</td>
<td>3,428</td>
<td>4,349</td>
<td>921</td>
<td>138,476</td>
<td>139,759</td>
</tr>
<tr>
<td>Houston, TX Metropolitan Area</td>
<td>2.58%</td>
<td>1.24%</td>
<td>1,855</td>
<td>3,606</td>
<td>1,751</td>
<td>138,476</td>
<td>139,759</td>
</tr>
<tr>
<td>Philadelphia, PA Metropolitan Area</td>
<td>2.32%</td>
<td>-0.89%</td>
<td>4,444</td>
<td>3,243</td>
<td>-1,201</td>
<td>138,476</td>
<td>139,759</td>
</tr>
<tr>
<td>New York, NY Metropolitan Area</td>
<td>2.13%</td>
<td>-1.73%</td>
<td>5,350</td>
<td>2,975</td>
<td>-2,375</td>
<td>138,476</td>
<td>139,759</td>
</tr>
<tr>
<td>Hartford, CT Metropolitan Area</td>
<td>1.59%</td>
<td>-0.12%</td>
<td>2,366</td>
<td>2,225</td>
<td>-141</td>
<td>138,476</td>
<td>139,759</td>
</tr>
<tr>
<td><strong>Rockford, IL Metropolitan Area</strong></td>
<td><strong>1.58%</strong></td>
<td><strong>-1.59%</strong></td>
<td><strong>4,392</strong></td>
<td><strong>2,208</strong></td>
<td><strong>-2,184</strong></td>
<td><strong>138,476</strong></td>
<td><strong>139,759</strong></td>
</tr>
<tr>
<td>Milwaukee, WI Metropolitan Area</td>
<td>1.45%</td>
<td>-0.19%</td>
<td>2,269</td>
<td>2,022</td>
<td>-247</td>
<td>138,476</td>
<td>139,759</td>
</tr>
<tr>
<td>Boston, MA Metropolitan Area</td>
<td>1.34%</td>
<td>-0.24%</td>
<td>2,186</td>
<td>1,869</td>
<td>-317</td>
<td>138,476</td>
<td>139,759</td>
</tr>
<tr>
<td>Dayton, OH Metropolitan Area</td>
<td>1.30%</td>
<td>0.75%</td>
<td>757</td>
<td>1,819</td>
<td>1,062</td>
<td>138,476</td>
<td>139,759</td>
</tr>
<tr>
<td>Seattle, WA Metropolitan Area</td>
<td>1.29%</td>
<td>0.87%</td>
<td>580</td>
<td>1,797</td>
<td>1,217</td>
<td>138,476</td>
<td>139,759</td>
</tr>
<tr>
<td>Rochester, NY Metropolitan Area</td>
<td>1.23%</td>
<td>-0.14%</td>
<td>1,894</td>
<td>1,717</td>
<td>-177</td>
<td>138,476</td>
<td>139,759</td>
</tr>
<tr>
<td>New Haven, CT Metropolitan Area</td>
<td>1.18%</td>
<td>-0.11%</td>
<td>1,782</td>
<td>1,651</td>
<td>-131</td>
<td>138,476</td>
<td>139,759</td>
</tr>
<tr>
<td>San Diego, CA Metropolitan Area</td>
<td>1.17%</td>
<td>0.65%</td>
<td>720</td>
<td>1,641</td>
<td>921</td>
<td>138,476</td>
<td>139,759</td>
</tr>
<tr>
<td>Buffalo, NY Metropolitan Area</td>
<td>1.17%</td>
<td>0.49%</td>
<td>940</td>
<td>1,631</td>
<td>691</td>
<td>138,476</td>
<td>139,759</td>
</tr>
<tr>
<td>Dallas, TX Metropolitan Area</td>
<td>1.10%</td>
<td>0.18%</td>
<td>1,283</td>
<td>1,542</td>
<td>259</td>
<td>138,476</td>
<td>139,759</td>
</tr>
<tr>
<td>Grand Rapids, MI Metropolitan Area</td>
<td>1.03%</td>
<td>-0.14%</td>
<td>1,622</td>
<td>1,446</td>
<td>-176</td>
<td>138,476</td>
<td>139,759</td>
</tr>
<tr>
<td>Cincinnati, OH Metropolitan Area</td>
<td>1.01%</td>
<td>0.12%</td>
<td>1,233</td>
<td>1,416</td>
<td>183</td>
<td>138,476</td>
<td>139,759</td>
</tr>
<tr>
<td>San Jose, CA Metropolitan Area</td>
<td>0.97%</td>
<td>0.37%</td>
<td>820</td>
<td>1,349</td>
<td>529</td>
<td>138,476</td>
<td>139,759</td>
</tr>
<tr>
<td>Indianapolis, IN Metropolitan Area</td>
<td>0.96%</td>
<td>-0.40%</td>
<td>1,889</td>
<td>1,343</td>
<td>-546</td>
<td>138,476</td>
<td>139,759</td>
</tr>
<tr>
<td>St. Louis, MO Metropolitan Area</td>
<td>0.90%</td>
<td>-0.35%</td>
<td>1,738</td>
<td>1,259</td>
<td>-479</td>
<td>138,476</td>
<td>139,759</td>
</tr>
<tr>
<td>Phoenix, AZ Metropolitan Area</td>
<td>0.89%</td>
<td>0.04%</td>
<td>1,180</td>
<td>1,246</td>
<td>66</td>
<td>138,476</td>
<td>139,759</td>
</tr>
</tbody>
</table>
# Preliminary Budget Estimates for

**Rock Valley College Technical Career Education & Training Center**

## Project Costs (Uses) for Buildings 4, 9, 17 & 18 Square Footage:

<table>
<thead>
<tr>
<th>Cost Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Land &amp; Building Acquisition</td>
<td>$256,250</td>
</tr>
<tr>
<td>Total Land &amp; Building Acquisition</td>
<td>$256,250</td>
</tr>
<tr>
<td>Building Construction for Buildings 4/9/17/18</td>
<td>$16,901,610</td>
</tr>
<tr>
<td>(Does not include Tenant Buildout for 4)</td>
<td></td>
</tr>
<tr>
<td>Site and Infrastructure</td>
<td>$4,192,500</td>
</tr>
<tr>
<td>Contingency</td>
<td>$2,109,411</td>
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<tr>
<td><strong>Total Hard Costs</strong></td>
<td><strong>$23,203,521</strong></td>
</tr>
<tr>
<td><strong>Soft Costs</strong></td>
<td></td>
</tr>
<tr>
<td>(A/E, permits, HTC Consultants, Security, etc.)</td>
<td>$4,012,741</td>
</tr>
<tr>
<td><strong>Total Soft Costs</strong></td>
<td><strong>$4,012,741</strong></td>
</tr>
<tr>
<td>Community Development Entity (CDE)</td>
<td></td>
</tr>
<tr>
<td>Fees &amp; Reserves</td>
<td>$1,348,605</td>
</tr>
<tr>
<td><strong>Total Cost without Interest</strong></td>
<td><strong>$28,821,117</strong></td>
</tr>
<tr>
<td>Construction Interest</td>
<td>$332,370</td>
</tr>
<tr>
<td>Bridge Interest</td>
<td>$260,827</td>
</tr>
<tr>
<td>Developer Fee</td>
<td>$2,915,806</td>
</tr>
<tr>
<td><strong>Total Project Costs</strong></td>
<td><strong>$32,330,120</strong></td>
</tr>
</tbody>
</table>
# PRELIMINARY BUDGET ESTIMATES FOR ROCK VALLEY COLLEGE TECHNICAL CAREER EDUCATION & TRAINING CENTER

<table>
<thead>
<tr>
<th>Project Revenues (Sources) for Buildings 4, 9, 17 &amp; 18 Square Footage:</th>
<th>81,708 S.F.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Federal Historic Tax Credits</td>
<td>$ 4,169,315</td>
</tr>
<tr>
<td>State Historic Tax Credits</td>
<td>$ 3,899,472</td>
</tr>
<tr>
<td>New Market Tax Credit Equity</td>
<td>$ 7,592,060</td>
</tr>
<tr>
<td>City Contribution</td>
<td>$ 5,470,600</td>
</tr>
<tr>
<td>Leverage Loan from RVC</td>
<td>$ 8,583,787</td>
</tr>
<tr>
<td>Developer Fee Leveraged</td>
<td>$ 1,807,553</td>
</tr>
<tr>
<td>(By loan from Third Party Institution)</td>
<td></td>
</tr>
<tr>
<td>Developer Equity</td>
<td>$ 808,253</td>
</tr>
<tr>
<td><strong>Total Sources</strong></td>
<td><strong>$32,331,040</strong></td>
</tr>
</tbody>
</table>
OPERATIONS & ADMINISTRATIVE COMMITTEE
RESOLUTION
of the
COUNTY BOARD OF THE COUNTY OF WINNEBAGO, ILLINOIS

Submitted by: Operations & Administrative Committee

2017 CR

RESOLUTION ESTABLISHING THE DATE, TIME, AND LOCATION
OF EACH MEETING OF THE WINNEBAGO COUNTY BOARD

WHEREAS, under provisions of Illinois Revised Statutes, Chapter 102, Section 42.02, the County Board of the County of Winnebago, Illinois is required to provide public notice of the date, time, and location of its regularly scheduled meetings; and,

WHEREAS, the County Board of the County of Winnebago is required to hold regular meetings during the months of June and September and may hold additional regular meetings at such times as may be determined.

NOW, THEREFORE, BE IT RESOLVED, by the County Board of the County of Winnebago, Illinois that the Board shall conduct its regular meetings on the 2nd and 4th Thursdays of each month of Fiscal Year 2018 at 6:00 o’clock P.M., except as indicated hereunder (*):

October 12, 2017 (Thursday)  April 12, 2018 (Thursday)
October 26, 2017 (Thursday)  April 26, 2018 (Thursday)
November 9, 2017 (Thursday)  May 10, 2018 (Thursday)
*November 21, 2017 (Tuesday)*  May 24, 2018 (Thursday)
*December 7, 2017 (Thursday)*  June 14, 2018 (Thursday)
*December 21, 2017 (Thursday)*  June 28, 2018 (Thursday)
January 11, 2018 (Thursday)  July 12, 2018 (Thursday)
January 25, 2018 (Thursday)  July 26, 2018 (Thursday)
February 8, 2018 (Thursday)  August 9, 2018 (Thursday)
February 22, 2018 (Thursday)  August 23, 2018 (Thursday)
March 8, 2018 (Thursday)  *September 6, 2018 (First Thursday)*
March 22, 2018 (Thursday)  September 27, 2018
BE IT FURTHER RESOLVED, that all meetings scheduled shall be in the County Board Chambers, Winnebago County Courthouse Building, 400 West State Street, Rockford, Illinois.

BE IT FURTHER RESOLVED, that the Clerk of the County Board shall publish this Resolution in a newspaper of general circulation within three (3) days of this date, and said Resolution shall be in full force and effective immediately upon its adoption.

BE IT FURTHER RESOLVED, that the Clerk of the County Board shall prepare and deliver certified copies of this Resolution to the County Clerk.

Signatures on next page.
Respectfully Submitted,
OPERATIONS & ADMINISTRATIVE COMMITTEE

(AGREE)                  (DISAGREE)

GARY JURY, CHAIRMAN                GARY JURY, CHAIRMAN

ANGIE GORAL                     ANGIE GORAL

JOE HOFFMAN                     JOE HOFFMAN

DOROTHY REDD                    DOROTHY REDD

ELI NICOLOSI                    ELI NICOLOSI

KEITH MCDONALD                  KEITH MCDONALD

JEAN CROSBY                     JEAN CROSBY

The above and foregoing Resolution was adopted by the County Board of the County of Winnebago, Illinois this _____ day of ___________________________ 2017.

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

ATTESTED BY:

MARGIE M. MULLINS
CLERK OF THE COUNTY BOARD
OF THE COUNTY OF WINNEBAGO, ILLINOIS
FY2018 County Board Meeting Calendar

<table>
<thead>
<tr>
<th>October</th>
<th>November</th>
<th>December</th>
</tr>
</thead>
<tbody>
<tr>
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<td>15 16 17 18 19 20 21</td>
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<td>17 18 19 20 21 22 23 24</td>
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<tr>
<td>29 30 31</td>
<td>26 27 28 29 30</td>
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</tbody>
</table>

**RED = Holiday**  
**Yellow = Proposed Board Meeting Date**

<table>
<thead>
<tr>
<th>January</th>
<th>February</th>
<th>March</th>
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<table>
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<tr>
<th>July</th>
<th>August</th>
<th>September</th>
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<td>29 30 31</td>
<td>26 27 28 29 30 31</td>
<td>23 24 25 26 27 28 29 30</td>
</tr>
</tbody>
</table>

www.timeanddate.com
RESOLUTION
of the
COUNTY BOARD OF THE COUNTY OF WINNEBAGO, ILLINOIS

Sponsored by: Gary Jury
Submitted by: Operations & Administrative Committee

2017 CR

RESOLUTION TO RENEW AGREEMENT FOR CHIROPRACTIC SERVICES

WHEREAS, the Code of Ordinances for the County of Winnebago, Illinois, provides as in Article VI, Section 2-341, that all purchases for and contracts for supplies, materials, equipment, and contractual services, the value of which is estimated to exceed $12,000, shall be based on competitive proposals by the County Board; and,

WHEREAS, the Winnebago County has a multi-year contract for Chiropractic Services with Hulsebus Rockford Chiropractic, LLC, which started June 2014; and

WHEREAS, by the current terms, the contract 3rd and final renewal period is from June 1, 2017 to May 31, 2018; and

WHEREAS, the Winnebago County and Hulsebus Rockford Chiropractic, LLC have agreed to extend the contract through May 31, 2018 at the original fee schedule:

ON-SITE ADJUSTMENT - $40.00

NOW, THEREFORE, BE IT RESOLVED, by the County Board of the County of Winnebago, Illinois, that the County recommends a contract renewal with Hulsebus Rockford Chiropractic, LLC, 1877 Daimler Road, Rockford, IL 61112 for Chiropractic Services thru June 30, 2018.

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, Finance Director, Human Resources Director, and County Auditor.
Respectfully Submitted,
OPERATIONS & ADMINISTRATIVE COMMITTEE

AGREE

GARY JURY, CHAIRMAN

JEAN CROSBY

ANGIE GORAL

JOE HOFFMAN

KEITH MCDONALD

ELI NICOLOSI

DOROTHY REDD

Disagree

GARY JURY, CHAIRMAN

JEAN CROSBY

ANGIE GORAL

JOE HOFFMAN

KEITH MCDONALD

ELI NICOLOSI

DOROTHY REDD

The above and foregoing Resolution was adopted by the County Board of the County of Winnebago, Illinois this ____ day of ___________________________ 2017.

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

ATTESTED BY:

MARGIE M. MULLINS
CLERK OF THE COUNTY BOARD
OF THE COUNTY OF WINNEBAGO, ILLINOIS
PUBLIC WORKS COMMITTEE
RESOLUTION OF THE
COUNTRY BOARD OF THE COUNTY OF WINNEBAGO, ILLINOIS

17-CR-

SUBMITTED BY: PUBLIC WORKS COMMITTEE
SPONSORED BY: DAVE KELLEY

RESOLUTION AUTHORIZING A CHANGE ORDER FOR THE
RIVERSIDE & FOREST HILLS JOINT REPAIR
SECTION 17-00000-01-GM, CHANGE ORDER #1

WHEREAS, the County of Winnebago is constructing the Riverside & Forest Hills Joint
Repair Project; and

WHEREAS, the contractor is Rock Road Companies Inc.; and

WHEREAS, attached hereto is the Request for Authorization for Change Order Number #1
for Section 17-00000-01-GM for various items. The net cost decrease is $11,282.23; and

WHEREAS, it is necessary for the County of Winnebago to authorize the attached Change
Order.

NOW, THEREFORE, BE IT RESOLVED, by the County Board of the County of
Winnebago, Illinois, that the County Board authorizes the Change Order to the previously
executed contract.

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 Winnebago County Auditor,
Treasurer, and Engineer.
Respectfully submitted,
PUBLIC WORKS COMMITTEE

<table>
<thead>
<tr>
<th>AGREE</th>
<th>DISAGREE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Dave Kelley, Chairman</td>
<td>Dave Kelley, Chairman</td>
</tr>
<tr>
<td>David Boomer</td>
<td>David Boomer</td>
</tr>
<tr>
<td>Burt Gerl</td>
<td>Burt Gerl</td>
</tr>
<tr>
<td>Dave Tassoni</td>
<td>Dave Tassoni</td>
</tr>
<tr>
<td>Jim Webster</td>
<td>Jim Webster</td>
</tr>
</tbody>
</table>

The above and foregoing Resolution was adopted by the County Board of the County of Winnebago, Illinois this _____ day of _____________, 2017.

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

ATTEST:

__________
Margie Mullins, Clerk of the
County Board of the
County of Winnebago, Illinois
I recommend that this be made the above contract.

The estimated quantities are shown below and the contractor agrees to furnish the materials and do the work at the unit prices:

<table>
<thead>
<tr>
<th>Item Description</th>
<th>Unit</th>
<th>Quantity</th>
<th>Unit Price</th>
<th>Additon(A) or Deduction(D)</th>
<th>Total Addition</th>
<th>Total Deduction</th>
</tr>
</thead>
<tbody>
<tr>
<td>HMA LEVEL BINDER, N70</td>
<td>TON</td>
<td>1.00</td>
<td>300.00</td>
<td>A</td>
<td>$300.00</td>
<td>$-</td>
</tr>
<tr>
<td>FIBERGLASS FABRIC</td>
<td>SY</td>
<td>47.20</td>
<td>68.00</td>
<td>A</td>
<td>$3,209.60</td>
<td>$-</td>
</tr>
<tr>
<td>P PORT MK LINE 6&quot;</td>
<td>LF</td>
<td>1460.50</td>
<td>1.05</td>
<td>D</td>
<td>$1,533.53</td>
<td>$-</td>
</tr>
<tr>
<td>PART DEPTH REM, T-1, 3&quot;</td>
<td>SY</td>
<td>48.20</td>
<td>106.00</td>
<td>A</td>
<td>$5,109.20</td>
<td>$-</td>
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<tr>
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<td>76.19</td>
<td>250.00</td>
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<td>$19,047.50</td>
<td>$-</td>
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<tr>
<td>PART DEPTH PATCH</td>
<td>TON</td>
<td>4.90</td>
<td>400.00</td>
<td>A</td>
<td>$1,960.00</td>
<td>$-</td>
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<tr>
<td>CHANGE MSG SGN SPL</td>
<td>CAL D</td>
<td>32.00</td>
<td>40.00</td>
<td>D</td>
<td>$-</td>
<td>$1,280.00</td>
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</tbody>
</table>

Total Changes: $10,578.80 $21,861.03
Total Net Change: $ (11,282.23)
Amount of Original Contract: $ 244,286.50
Amount of Previous Change Orders: $ -
Amount of adjusted/final contract: $ 233,004.28
Total net deduction to date $ (11,282.23) which is -4.62 % of the contract price.

State fully the nature and reason for the change:

When the net increase or decrease in the cost of the contract is $10,000.00 or more, or the time of completion is increased or decreased by 30 days or more, one of the following statements must be checked:

☐ The undersigned has determined that the circumstances which necessitate this change were not reasonably foreseeable at the time the contract was signed.
☒ The undersigned has determined that the change is germane to the original contract as signed.
☐ The undersigned has determined that this change is in the best interest of the Local Agency and is authorized by law.

Prepared by: 

PROJECT MANAGER
Title of Preparer

For County and Road District Projects

Highway Commissioner

Date

Submitted/Approved

County Engineer/Superintendent of Highways

Date

For Municipal Projects

Municipal Officer

Title of Municipal Officer

Date

Approved

Regional Engineer

Date

Note: Make out separate form for change in length quantities.
Give net quantities
Submit 6 Originals
If plans are required attached 3 sets.
## WINNEBAGO COUNTY, ILLINOIS
### ENGINEER’S PAY ESTIMATE
#### PAYABLE TO:
Rock Road Companies, Inc.
301 West BR Townline Road, Janesville, WI
#### ESTIMATE #1
Riverside/Forest Hill Joint Repair
July 20, 2017 - July 27, 2017

<table>
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<tr>
<th>#</th>
<th>ITEM</th>
<th>UNIT</th>
<th>QTY</th>
<th>VALUE</th>
<th>ADD</th>
<th>DEDUCT</th>
<th>QTY</th>
<th>UNIT PRICE</th>
<th>VALUE</th>
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<td>LEVEL BINDER, HM N70</td>
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<td>6.00</td>
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<td>CRACK FILLING</td>
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<td>1.90</td>
<td>20,900</td>
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<td>$5,344.50</td>
<td>1,460.50</td>
<td>3,629.50</td>
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<td>$71,260.00</td>
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<td>7.00</td>
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<td>48.20</td>
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<td>133.20</td>
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<td>15.90</td>
<td>400.00</td>
<td>$6,360.00</td>
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<td>1.00</td>
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<td>88.00</td>
<td>$3,520.00</td>
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</tbody>
</table>

**TOTAL CONTRACT** $244,286.50  **TOTAL COMPLETED** $218,540.88

### MISCELLANEOUS EXTRAS AND CREDITS

| QTY | UNIT | PRICE | COMPLETED QTY | VALUES |

**TOTAL** $0.00

**TOTAL VALUE OF COMPLETED WORK** $218,540.88

**DEDUCT RETAINAGE (0% as work is completed)** $0.00

**BALANCE DUE** $218,540.88

**PREVIOUSLY PAID TO CONTRACTOR** $0.00

**NET AMOUNT DUE THIS INVOICE** $218,540.88

---

August 24, 2017

DATE SIGNED  RESIDENT ENGINEER

DATE APPROVED  ASSISTANT COUNTY ENGINEER
RESOLUTION
of the
COUNTY BOARD OF THE COUNTY OF WINNEBAGO, ILLINOIS

Sponsored by: Dave Kelley
Submitted by: Public Works Committee

2017 CR

RESOLUTION AWARDING BIDS FOR WHEEL END LOADER

WHEREAS, the Code of Ordinances for the County of Winnebago, Illinois, provides as in Article VI, Section 2-341, that all purchases for and contracts for supplies, materials, equipment, and contractual services, the value of which is estimated to exceed $12,000, shall be based on competitive proposals by the County Board; and,

WHEREAS, the lease for the existing Winnebago County Highway Department’s wheel end loader is expiring and said wheel end loader is in need of replacement; and

WHEREAS, competitive bids for a wheel end loader were solicited through the Winnebago County’s Purchasing Department and one bid was received at a total lump sum price of $222,000.00 as detailed on the fourth page of this Resolution; and

WHEREAS, the one and low bidder for the wheel end loader was Miller-Bradford & Risberg, Inc., 3737 11th Street, Rockford, Illinois 61109; and

WHEREAS, Winnebago County’s Purchasing Director and the Public Works Committee of the County Board for the County of Winnebago, Illinois has reviewed the one and only bid received for the aforementioned item(s) and recommends awarding the bid as follows: to

MILLER-BRADFORD & RISBERG, INC.
3737 11TH STREET
ROCKFORD, IL 61109

FOR A TOTAL LUMP SUM PRICE OF $222,000.00, as detailed on the fourth page of this Resolution, which includes all terms and conditions of the purchase of said wheel end loader.
WHEREAS, the Public Works Committee has determined that the funding for the aforementioned purchase shall be as follows:

46100 - 46430

NOW, THEREFORE, BE IT RESOLVED, by the County Board of the County of Winnebago, Illinois that a purchase order for a wheel end loader be issued to Miller-Bradford & Risberg, Inc., for the total lump sum cost in the amount of $222,000.00 as detailed on the fourth page of this Resolution, which includes all terms and conditions in the form as substantially attached hereto of said purchase; and

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, Finance Director, County Auditor, and County Engineer.
The above and foregoing Resolution was adopted by the County Board of the County of Winnebago, Illinois this _____ day of ________________________ 2017.

ATTESTED BY:

MARGIE M. MULLINS
CLERK OF THE COUNTY BOARD
OF THE COUNTY OF WINNEBAGO, ILLINOIS
| Vendor                      | Miller-Bradford & Risberg, Inc.  
                          | 3737 11th Street  
                          | Rockford, IL 61109    |
|----------------------------|--------------------------------|
| **Lump Sum Price**         | $222,000.00                    |
| **Annual Lease Payment**   | $25,602.53                     |
| **Balloon Payment at End of Lease** | $98,500.00      |
| **Trade-In**               | $157,000.00                    |
| **Delivery**               | November 30, 2017              |
Winnebago County, Illinois - Purchasing Department
404 Elm Street Room 202
Rockford, Illinois 61101
Phone: (815) 319-4380
General Email: Purchasing@WinColI.us
http://www.WinColI.us/

<table>
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<tr>
<th>INVITATION FOR BID</th>
<th>17B- 2117</th>
<th>BID ISSUE DATE</th>
<th>August 14, 2017</th>
</tr>
</thead>
<tbody>
<tr>
<td>BID DESCRIPTION</td>
<td>WHEEL END LOADER</td>
<td></td>
<td></td>
</tr>
<tr>
<td>BID OPENING DATE</td>
<td>AUGUST 28, 2017</td>
<td>BID OPENING TIME</td>
<td>11:00 A.M.</td>
</tr>
<tr>
<td>SUBMIT ONE ORIGINAL PLUS ONE COPY</td>
<td>BOND REQUIRED</td>
<td>NONE</td>
<td></td>
</tr>
</tbody>
</table>

TO ALL PROSPECTIVE BIDDERS:

You are hereby invited to submit your bid for a Wheel End Loader to be furnished and delivered, shipped F.O.B., to the address specified herein, including a 5-year lease with an option to purchase. The bid must also include a MANDATORY trade-in for a 2015 Case Wheel Loader that can be inspected at the Highway Department at 424 N Springfield Ave, Rockford IL. The original bid, and the required number of copies, must be received in a sealed envelope that has your name and address in the UPPER left corner and the attached Return label filled in and attached on the LOWER left corner.

All bids are subject to staff analysis. Winnebago County reserves the right to accept or reject any and all bids received and waive any and all technicalities. Bids must be delivered to:

WINNEBAGO COUNTY PURCHASING DEPARTMENT 404 ELM STREET, ROOM 202, ROCKFORD, IL 61101

BID RESPONSES MUST BE RECEIVED AND TIME STAMPED NO LATER THAN THE PUBLIC BID OPENING DATE AND TIME SPECIFIED ABOVE. BIDS WILL BE OPENED AND READ ALOUD AT THAT TIME IN THE PROCUREMENT SERVICES - DIVISION. LATE BIDS WILL NOT BE CONSIDERED.

Any communication regarding this invitation between the date of issue and date of award is required to go through the Director of Purchasing. FACSIMILE AND/OR E-MAIL TRANSMITTED BIDS WILL NOT BE ACCEPTED.

Sincerely,

Ann Johns
Director of Purchasing

<table>
<thead>
<tr>
<th>NAME OF BIDDER</th>
<th>Miller-Bradford &amp; Risberg, Inc.</th>
</tr>
</thead>
<tbody>
<tr>
<td>BID CONTACT PERSON</td>
<td>Todd Kundinger</td>
</tr>
<tr>
<td>TELEPHONE &amp; EMAIL</td>
<td>(815) 509-2404 <a href="mailto:TKUNDINGER@MILLER-BRADFORD.COM">TKUNDINGER@MILLER-BRADFORD.COM</a></td>
</tr>
</tbody>
</table>
WINNEBAGO COUNTY, ILLINOIS

BID FORM
BID # 17B-2117

(PLEASE TYPE OR PRINT THE FOLLOWING INFORMATION)

<table>
<thead>
<tr>
<th>NAME OF BIDDER</th>
<th>MILLER-BRADFORD &amp; RISBERG, INC.</th>
</tr>
</thead>
<tbody>
<tr>
<td>BUSINESS ADDRESS</td>
<td>3737 11TH STREET</td>
</tr>
<tr>
<td>CITY, STATE, ZIP CODE</td>
<td>ROCKFORD, IL 61109</td>
</tr>
<tr>
<td>TELEPHONE</td>
<td>(815) 397-4200</td>
</tr>
<tr>
<td>FEIN NO.</td>
<td>39-1127878</td>
</tr>
<tr>
<td>BID CONTACT PERSON</td>
<td>TODD KUNDINGER</td>
</tr>
<tr>
<td>EMAIL</td>
<td><a href="mailto:T.KUNDINGER@MILLER-BRADFORD.COM">T.KUNDINGER@MILLER-BRADFORD.COM</a></td>
</tr>
</tbody>
</table>

COMPANY INFORMATION

WOMAN BUSINESS ENTERPRISE (WBE) YES NO [✓]

SMALL BUSINESS ENTERPRISE (SBE) YES NO [✓]

MINORITY BUSINESS ENTERPRISE (MBE) YES NO [✓]

IF YES, CHECK THE FOLLOWING BOXES THAT APPLY:

BLACK/AFRICAN AMERICAN

NATIVE AMERICAN OR ALASKA NATIVE

HISPANIC

ASIAN AMERICAN

TO: Winnebago County Purchasing Department

The undersigned, being duly sworn, certifies that he is:

☐ THE OWNER/SOLE PROPRIETOR
☐ A MEMBER OF THE PARTNERSHIP
☐ AN OFFICER OF THE CORPORATION
☐ MEMBER OF THE JOINT VENTURE

Bill Arnold

Further, as Contractor, declares that the only person or parties interested in this bid/proposal as principals are those named herein; that this bid/proposal is made without collusion with any other person, firm or corporation; that he has fully examined the proposed forms of agreement and the contract specifications for the above designated purchase, all of which are on file in the office of the Director of Purchasing, 404 Elm Street, Rockford, Illinois 61103 and all other documents referred to or mentioned in the contract documents, specifications and attached exhibits, including Addenda No(s) ONE and, N/A issued thereto;

Further, the Contractor proposes and agrees, if this bid is accepted, to provide all necessary equipment and leasing program including transportation services necessary to furnish the equipment specified or referred to in the contract documents in the manner and time therein prescribed.

Further, the undersigned certifies and warrants that he/she is duly authorized to execute this certification/affidavit on behalf of the Bidder and in accordance with the Partnership Agreement or By-laws of the Corporation, and the laws of the State of Illinois and that this Certification is binding upon the Bidder and
is true and accurate. Further, the undersigned certifies that the Bidder is not barred from bidding on this contract because of a violation of either 720 Illinois Compiled Statutes 5/33 E-3 or 5/33E-4, bid rigging or bid-rotating.

The Affiant deposes and says that he/she has examined and carefully prepared this bid/proposal and has checked the same in detail before submitting this bid/proposal, and that the statements contained herein are true and correct.

The Bidder, if awarded the contract, agrees to do all other things required by the contract documents, and that he will take in full payment as set forth in the bid.

WHEEL END LOADER BID

Make and Model: Case 821G

Lump Sum Price: $222,000.00

Lease Annual Payment, including fees ($27,000 or less for 5 year Lease): $25,602.53

Balloon Payment at end of Lease: $98,500.00

(Copy of the lease must be included with the bid)

Delivery Date or Days: November 30th or Sooner

Warranty Details: 3 Years / 3,000 Hour Full Machine

Extended Warranty Pricing, if applicable: N/A

Trade In Price for 2015 Case 821F Loader (SN NEF232094): $157,000.00

(A minimum of $137,195 payoff amount as of 10/1/17, to be made payable to Winnebago County)

Bidders must include all lease agreement documents and details, trade in value, delivery date and complete information (and price) on any offered extended warranty.

END OF BID FORM
Preliminary 821G
Z-DAR/XR Wheel Loader
Tier 4 Final Certified

Torque - peak:
- Maximum Power Mode:
  Gross @ 1300 RPM: 873 lb-ft (1184 Nm)
  Net @ 1300 RPM: 645 lb-ft (145 Nm)
- Standard Power Mode:
  Gross @ 1300 RPM: 745 lb-ft (1030 Nm)
  Net @ 1300 RPM: 716 lb-ft (971 Nm)
- Economy Power Mode:
  Gross @ 1300 RPM: 694 lb-ft (900 Nm)
  Net @ 1300 RPM: 635 lb-ft (861 Nm)

Torque rise:
- Maximum power range: 47%

NOTE: Gross horsepower and torque per SAE J1995, net horsepower and torque per SAE J1349.

Drivetrain:
- Transmission: 4F/3R Proportional w/ Electronic Control
- Module torque sensing auto-shift/manual shift and modulation

Gears:
- Gear ratios - 4 Speed (Forward/Reverse): 1st: 3.75/1, 2nd: 2.19/0.571, 3rd: 1.37/1, 4th: 0.63/0.63

Torque converter:
- Stall ratio - 4-speed: 2.28:1
- Stall ratio - 5-speed: 2.45:1

Differential:
- Limited slip differential, rear: up to 72.3% of available axle torque to wheel w/ traction
- Limited slip differential, rear: up to 72.5% of available axle torque to wheel w/ traction

Rear axle ratio:
- 24:1 total

Front and rear axles:
- Differential ratio: 4.11
- Planetary ratio: 6.00
- Final drive ratio: 24.67

Heavy-duty axles - optional:
- Rear axle equipped w/ lock differential

Panoramas:
- Outboard

Service brakes:
- Hydraulically actuated, maintenance-free, multiple wet disc w/ accumulator to all four wheels
- Brake surface area:
  - Rear hub: 600 in² (3.937 m²)
  - Front and rear hub: 721 in² (4.685 m²)

Parking brakes:
- Spring-applied hydraulic release disc on transmission output shaft neutralizes power flow to wheels when engaged

Travel speeds - 4-speed transmission:
- Forward: mph (kph): 0.4 (71), 4.7 (7.5)
- Reverse: mph (kph): 7.8 (12.6)
- 1st: 14.5 (23.3) 15.2 (24.4)
- 2nd: 22.8 (36.8)

Travel speeds - 5-speed transmission:
- Forward: mph (kph): 4.1 (6.6), 4.4 (7.0)
- Reverse: mph (kph): 7.1 (11.4), 7.5 (12.0)
- 1st: 10.6 (17.1), 17.2 (27.7)
- 2nd: 16.4 (26.4)
- 3rd: 24.9 (40.0)

NOTE: Travel Speeds at full engine throttle w/ 23.5-15 R3 L3 radial tires.

Electrical:
- Voltage: 24 Volts, negative ground
- Alternator: 120 amp
- Batteries (2): 12-volt

Operator Environment:
- ROPS cab AC w/ heat; Key start: Articulated power steering w/ tilt column; Fully adjustable suspension seat; Foot throttle; Single lever loader control w/ fully adjustable wrist rest, 2 cup holders, 2 interior rear view mirrors; 2 in (51 mm) retractor seat belt; Multi storage trays; Single brake pedal; F/N/R switch, external retractor mirror; Pressurized air filtering; Anti-glare window strip, front and rear defroster; Side window, panoramic/fully open; 2 dome lights, wipers, rear and intermittent front; Windshield wipers, front and rear; Rubber floor mat, Horn.

Displays/Gauges:
- Digital:
  - Transmission oil temperature, Engine coolant temperature, Fuel level, DEF level
  - LCD screen:
    - Hour meter, Engine speed, Travel speed, Time, Automatic transmission indication, Current gear selection, FN/R indication, Engine mode indication, Trip computer A/B, Fuel consumption
  - Multiple languages, Metric/English, Engine diagnostics, Transmission diagnostics, Warning prompts, Error reporting, Diff Lock

Audio/Visual alarms:
- Warning lights:
  - Four-way flashers and turn signals, Brake pressure, high/nog brake indication, Grind override
  - Caution warnings:
  - Parking brake, Coolant temperature, Transmission oil temperature, Air filter, Transmission filter, Hydraulic filter, Alternator Low fuel
HYDRAULICS

Pump - steering/implent:
Closed center pressure/flow compensated
Variable displacement - load-sensing:
31.7 gpm @ 2000 RPM
(120 L/min @ 2000 RPM)

Loader control valve:
Closed-center, sectional 2, 3 or 4-function
W/pilot control for lift, tilt and auxiliary
hydraulics, electromagnetic detents in float,
raise and rollback

Loader auxiliary steering:
Hydraulic orbital center-pivot articulating
W/on-demand oil flow

High pressure standby:
Implement
3,625 psig (25,000 kPa)
Stowage
3,500 psig (24,132 kPa)

Filtration:
Filtered vent w/relief on hydraulic reservoir,
maintains 3-5 psi on reservoir, 10-micron, return
filter furnishes only clean oil to all components
of the system

SERVICE CAPACITIES

Fuel tank: 78.1 gal (293.0 L)
DEF tank - Diesel Exhaust Fluid: 9.8 gal (37.1 L)
Usable: 15.8 gal (59.9 L)
Reservoir: 24.0 gal (90.8 L)
Total: 47.0 gal (178.0 L)

Transmission:
Service w/ filter: 9.0 gal (34.1 L)

Front axle:
Front axle: 42.3 qt (40.0 L)
Rear axle: 42.3 qt (40.0 L)
Engine oil w/ filter: 16.0 qt (15.1 L)
Cooling system: 7.9 gal (30.0 L)

OTHER SPECIFICATIONS

Lift cylinder:
Bore diameter: 5.5 in (140 mm)
Rod diameter: 3.0 in (76 mm)
Stroke: 33.3 in (846 mm)

Dump cylinder:
Bore diameter: 6.5 in (165 mm)
Rod diameter: 3.5 in (90 mm)
Stroke: 23.6 in (600 mm)

Z-Bar loader linkage: Single control for
Lift and tilt; Positive hold float; Automatic
return-to-dig; Automatic height control;
Automatic return-to-travel; Brake pedal
transmission disconnect; Bucket position
indicator on bucket.

Cycle time:
Raise w/rated bucket load: 5.2 sec
Damp w/rated bucket load: 1.2 sec
Power down: 2.9 sec
Float down: 4.5 sec

Critical warnings:
- Engine oil pressure; Brake pressure;
- Steering pressure - w/aux steering;
- Coolant temperature; Hydraulic oil
- Temperature; Transmission oil temperature;
- Backup alarm

Maintenance reminders:
- Cab air filter; Engine oil filter; Fuel pre-filter;
- DEF tank vent filter; SCR supply filter;
- Hydraulic oil and filter; Engine air filter;
- Engine coolant drive belt; Cab recirculation
- Filter; Engine breather filter; Transmission
- Breather; Front and rear axle fluids; SCR
- Supply module filter.

NOTES: "if equipped w/ option."
LINE DRAWINGS ARE FOR ILLUSTRATIVE PURPOSE ONLY AND MAY NOT BE AN EXACT REPRESENTATION OF UNIT.

**DIMENSIONS**

<table>
<thead>
<tr>
<th>Component</th>
<th>Measurement</th>
</tr>
</thead>
<tbody>
<tr>
<td>A. Height to top of ROPS cab</td>
<td>138.2 in (3.460 mm)</td>
</tr>
<tr>
<td>Height to drawbar</td>
<td>42.0 in (1.061 mm)</td>
</tr>
<tr>
<td>B. Wheelbase</td>
<td>101.3 in (2.570 mm)</td>
</tr>
<tr>
<td>C. Ground clearance</td>
<td>17.0 in (431 mm)</td>
</tr>
<tr>
<td>D. Angle of departure</td>
<td>20°</td>
</tr>
<tr>
<td>Width:</td>
<td>111.4 in (2.880 mm)</td>
</tr>
<tr>
<td>Overall without bucket</td>
<td>111.4 in (2.880 mm)</td>
</tr>
<tr>
<td>Centerline tread</td>
<td>87.8 in (2.230 mm)</td>
</tr>
<tr>
<td>Turning radius – outside</td>
<td>236.3 in (6.003 mm)</td>
</tr>
<tr>
<td>Turning angle:</td>
<td></td>
</tr>
<tr>
<td>From center</td>
<td>40°</td>
</tr>
<tr>
<td>Total angle</td>
<td>90°</td>
</tr>
<tr>
<td>Rear axle oscillation – total</td>
<td>24°</td>
</tr>
</tbody>
</table>

NOTE: *Dimensions taken with 23.5-R25 L3 Radial tires. Additional dimensions on pages 4 through 7.*

**WEIGHT ADJUSTMENTS**

<table>
<thead>
<tr>
<th>Select Options</th>
<th>Weight Adjustment</th>
<th>Tipping Load Adjustments</th>
<th>Tipping Load Adjustments</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Straight</td>
<td>40° Turn</td>
</tr>
<tr>
<td>L2 Bas tires</td>
<td>-748 lb (+399 kg)</td>
<td>-610 lb (376 kg)</td>
<td>-971 lb (+443 kg)</td>
</tr>
<tr>
<td>L2 Radial tires</td>
<td>-28 lb (+12 kg)</td>
<td>-16 lb (+4 kg)</td>
<td>-131 lb (+50 kg)</td>
</tr>
<tr>
<td>23.5-R25 Snow Radial tires</td>
<td>+52 lb (+24 kg)</td>
<td>+162 lb (+74 kg)</td>
<td>+156 lb (+75 kg)</td>
</tr>
<tr>
<td>Base counterweight</td>
<td>-1,654 lb (-750 kg)</td>
<td>-3,514 lb (-1,594 kg)</td>
<td>-2,770 lb (-1,257 kg)</td>
</tr>
</tbody>
</table>

NOTE: Unit equipped with 2-bar loader arms, 4.25 yd³ (3.2 m³) general purpose pin on bucket with 6,000-lb (2,720 kg) capacity, 49.5-gal (187-L) fuel tank, 23.5-R25 L3 Radial tires, ROPS cab with heater and air conditioner, full counterweight, heavy-duty bellhose, front and rear fenders, full f.i.e. and 165 lb (75 kg) operator. Adjust select options from rated weight.
### PERFORMANCE SPECS

#### 621G Z-2 Bar

<table>
<thead>
<tr>
<th>Bucket with Bolt-on Edge</th>
<th>Bucket with Teeth Only</th>
<th>Bucket with Bolt-on Edge</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Operating weight</strong></td>
<td>39,723 lb (18,018 kg)</td>
<td>39,591 lb (17,955 kg)</td>
</tr>
<tr>
<td>E. Operating height - fully raised with spillguard</td>
<td>200.5 in (5,032 mm)</td>
<td>39.4 in (994 mm)</td>
</tr>
<tr>
<td>F. Hinge pin height - fully raised</td>
<td>162.2 in (4,122 mm)</td>
<td>152.2 in (3,870 mm)</td>
</tr>
<tr>
<td>G. Overall length - bucket level on ground</td>
<td>308.4 in (7,804 mm)</td>
<td>314.3 in (7,983 mm)</td>
</tr>
<tr>
<td><strong>Dump angle - fully raised</strong></td>
<td>55°</td>
<td>55°</td>
</tr>
<tr>
<td>H. Dump height - fully raised, 45° dump</td>
<td>121.5 in (3,084 mm)</td>
<td>116.0 in (2,948 mm)</td>
</tr>
<tr>
<td>J. Bucket reach - fully loaded, 45° dump</td>
<td>38.9 in (989 mm)</td>
<td>43.4 in (1,102 mm)</td>
</tr>
<tr>
<td>K. Bucket reach - 7 ft 0 in (2.13 m) height, 45° dump</td>
<td>64.3 in (1,633 mm)</td>
<td>57.1 in (1,445 mm)</td>
</tr>
<tr>
<td>L. Dig depth - edge below ground</td>
<td>2.5 in (63 mm)</td>
<td>2.5 in (63 mm)</td>
</tr>
<tr>
<td><strong>Operating load - ISO Rigid Tires</strong></td>
<td>14,653 lb (6,646 kg)</td>
<td>14,883 lb (6,752 kg)</td>
</tr>
<tr>
<td>Operating load - ISO Deflected Tires</td>
<td>12,653 lb (5,739 kg)</td>
<td>12,857 lb (5,832 kg)</td>
</tr>
<tr>
<td><strong>Maximum material density - ISO Rigid Tires</strong></td>
<td>4,134 lb/yd³ (2.494 kg/L)</td>
<td>4,682 lb/yard³ (2.760 kg/L)</td>
</tr>
<tr>
<td>Maximum material density - ISO Deflected Tires</td>
<td>3,615 lb/yard³ (2.145 kg/L)</td>
<td>4,018 lb/yd³ (2.384 kg/L)</td>
</tr>
<tr>
<td><strong>Tipping load - ISO Rigid Tires</strong></td>
<td>33,582 lb (15,233 kg)</td>
<td>34,063 lb (15,463 kg)</td>
</tr>
<tr>
<td><strong>Tipping load - ISO Deflected Tires</strong></td>
<td>29,336 lb (13,293 kg)</td>
<td>30,771 lb (13,904 kg)</td>
</tr>
<tr>
<td><strong>Lift capacity</strong></td>
<td>22,334 lb (10,131 kg)</td>
<td>22,400 lb (10,101 kg)</td>
</tr>
<tr>
<td><strong>Breakout force with lift cylinder</strong></td>
<td>40,000 lb (18,140 kg)</td>
<td>40,051 lb (18,191 kg)</td>
</tr>
<tr>
<td><strong>Loader clearance circle with bucket</strong></td>
<td>222.2 in (5,640 mm)</td>
<td>523.5 in (13,291 mm)</td>
</tr>
</tbody>
</table>

#### 821G XR

<table>
<thead>
<tr>
<th>Bucket with Bolt-on Edge</th>
<th>Bucket with Teeth Only</th>
<th>Bucket with Bolt-on Edge</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Operating weight</strong></td>
<td>40,314 lb (18,286 kg)</td>
<td>40,175 lb (18,233 kg)</td>
</tr>
<tr>
<td>E. Operating height - fully raised with spillguard</td>
<td>220.9 in (5,603 mm)</td>
<td>220.9 in (5,603 mm)</td>
</tr>
<tr>
<td>F. Hinge pin height - fully raised</td>
<td>179.5 in (4,561 mm)</td>
<td>179.5 in (4,561 mm)</td>
</tr>
<tr>
<td>G. Overall length - bucket level on ground</td>
<td>327.5 in (8,322 mm)</td>
<td>333.5 in (8,470 mm)</td>
</tr>
<tr>
<td><strong>Dump angle - fully raised</strong></td>
<td>49°</td>
<td>49°</td>
</tr>
<tr>
<td>H. Dump height - fully raised, 45° dump</td>
<td>129.2 in (3,280 mm)</td>
<td>135.1 in (3,424 mm)</td>
</tr>
<tr>
<td>J. Bucket reach - fully loaded, 45° dump</td>
<td>43.4 in (1,092 mm)</td>
<td>47.8 in (1,214 mm)</td>
</tr>
<tr>
<td>K. Bucket reach - 7 ft 0 in (2.13 m) height, 45° dump</td>
<td>81.2 in (2,062 mm)</td>
<td>84.2 in (2,133 mm)</td>
</tr>
<tr>
<td>L. Dig depth - edge below ground</td>
<td>5.1 in (130 mm)</td>
<td>5.2 in (131 mm)</td>
</tr>
<tr>
<td><strong>Operating load - ISO Rigid Tires</strong></td>
<td>11,522 lb (5,172 kg)</td>
<td>11,806 lb (5,355 kg)</td>
</tr>
<tr>
<td>Operating load - ISO Deflected Tires</td>
<td>10,192 lb (4,602 kg)</td>
<td>10,358 lb (4,698 kg)</td>
</tr>
<tr>
<td><strong>Maximum material density - ISO Rigid Tires</strong></td>
<td>3,391 lb/yd³ (2.107 kg/L)</td>
<td>3,689 lb/yd³ (2.269 kg/L)</td>
</tr>
<tr>
<td><strong>Maximum material density - ISO Deflected Tires</strong></td>
<td>2,912 lb/yd³ (1.728 kg/L)</td>
<td>3,237 lb/yd³ (1.921 kg/L)</td>
</tr>
<tr>
<td><strong>Tipping load - ISO Rigid Tires</strong></td>
<td>25,828 lb (11,729 kg)</td>
<td>27,323 lb (12,384 kg)</td>
</tr>
<tr>
<td><strong>Tipping load - ISO Deflected Tires</strong></td>
<td>23,244 lb (10,543 kg)</td>
<td>25,190 lb (11,379 kg)</td>
</tr>
<tr>
<td><strong>Lift capacity</strong></td>
<td>20,945 lb (9,137 kg)</td>
<td>20,925 lb (9,122 kg)</td>
</tr>
<tr>
<td><strong>Breakout force with lift cylinder</strong></td>
<td>51,290 lb (23,173 kg)</td>
<td>54,241 lb (24,571 kg)</td>
</tr>
<tr>
<td><strong>Loader clearance circle with bucket</strong></td>
<td>538.8 in (13,680 mm)</td>
<td>542.3 in (13,775 mm)</td>
</tr>
</tbody>
</table>

### 821G

<table>
<thead>
<tr>
<th>Z-2 Bar/XR</th>
<th>Z-2 Bar/XR</th>
<th>Z-2 Bar/XR</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Maximum rollback:</strong></td>
<td>Ground</td>
<td>41° (27°)</td>
</tr>
<tr>
<td>C. Carry position</td>
<td>49° (34°)</td>
<td>49° (34°)</td>
</tr>
<tr>
<td>D. Full height</td>
<td>59° (36°)</td>
<td>59° (36°)</td>
</tr>
<tr>
<td><strong>Maximum grading angle with bucket - back dragging</strong></td>
<td>59° (36°)</td>
<td>59° (36°)</td>
</tr>
<tr>
<td><strong>Cable Retention Capacity - Bucket</strong></td>
<td>2.90 yd³ (2.32 m³)</td>
<td>2.75 yd³ (2.16 m³)</td>
</tr>
<tr>
<td><strong>Cable Retention Capacity - High Speed</strong></td>
<td>3.50 yd³ (2.86 m³)</td>
<td>3.20 yd³ (2.45 m³)</td>
</tr>
<tr>
<td><strong>Bucket width - outside</strong></td>
<td>118.3 in (3,003 mm)</td>
<td>118.3 in (3,003 mm)</td>
</tr>
<tr>
<td><strong>Bucket weight</strong></td>
<td>3,064 lb (1,390 kg)</td>
<td>3,064 lb (1,390 kg)</td>
</tr>
<tr>
<td>PERFORMANCE SPECs</td>
<td>4.0 yd³ GP (3.1 m³)</td>
<td>4.5 yd³ GP (3.4 m³)</td>
</tr>
<tr>
<td>-------------------</td>
<td>---------------------</td>
<td>---------------------</td>
</tr>
<tr>
<td>Operation weight</td>
<td>39,316 lb (18,106 kg)</td>
<td>40,123 lb (18,200 kg)</td>
</tr>
<tr>
<td>E. Operating height - fully raised with spillguard</td>
<td>215.4 in (5,471 mm)</td>
<td>216.7 in (5,505 mm)</td>
</tr>
<tr>
<td>F. Hinge pin height - fully raised</td>
<td>162.3 in (4,120 mm)</td>
<td>162.2 in (4,120 mm)</td>
</tr>
<tr>
<td>G. Overall length - bucket level on ground</td>
<td>321.6 in (8,193 mm)</td>
<td>316.5 in (8,039 mm)</td>
</tr>
<tr>
<td>H. Dump angle - fully raised</td>
<td>55°</td>
<td>55°</td>
</tr>
<tr>
<td>J. Bucket reach - fully raised, 45° dump</td>
<td>47.8 in (1,215 mm)</td>
<td>44.4 in (1,123 mm)</td>
</tr>
<tr>
<td>K. Bucket reach - 7 ft 0 in (2.13 m) height, 45° dump</td>
<td>69.4 in (1,762 mm)</td>
<td>67.4 in (1,712 mm)</td>
</tr>
<tr>
<td>L. Dig depth - edge below ground</td>
<td>3.1 in (77 mm)</td>
<td>3.1 in (78 mm)</td>
</tr>
<tr>
<td>Operating load - ISO Rigid Tires</td>
<td>14,477 lb (6,567 kg)</td>
<td>14,186 lb (6,435 kg)</td>
</tr>
<tr>
<td>Operating load - ISO Deflected Tires</td>
<td>12,457 lb (5,660 kg)</td>
<td>12,199 lb (5,529 kg)</td>
</tr>
<tr>
<td>Maximum material density - ISO Rigid Tires</td>
<td>3,619 lb/yd³ (2.148 kg/m³)</td>
<td>3,153 lb/yd³ (1.871 kg/m³)</td>
</tr>
<tr>
<td>Maximum material density - ISO Deflected Tires</td>
<td>3,114 lb/yd³ (1.846 kg/m³)</td>
<td>2,704 lb/yd³ (1.607 kg/m³)</td>
</tr>
<tr>
<td>Tipping load - ISO Rigid Tires: Straight</td>
<td>33,209 lb (15,063 kg)</td>
<td>32,581 lb (14,779 kg)</td>
</tr>
<tr>
<td>45° turn</td>
<td>26,394 lb (11,913 kg)</td>
<td>26,373 lb (11,970 kg)</td>
</tr>
<tr>
<td>Tipping load - ISO Deflected Tires: Straight</td>
<td>30,829 lb (13,984 kg)</td>
<td>30,231 lb (13,713 kg)</td>
</tr>
<tr>
<td>45° turn</td>
<td>24,913 lb (11,300 kg)</td>
<td>24,377 lb (11,007 kg)</td>
</tr>
<tr>
<td>Lift capacity: Full height Ground</td>
<td>22,133 lb (10,042 kg)</td>
<td>21,913 lb (9,939 kg)</td>
</tr>
<tr>
<td>40°</td>
<td>20,794 lb (9,446 kg)</td>
<td>20,594 lb (9,339 kg)</td>
</tr>
<tr>
<td>Breakout force with bit cylinder</td>
<td>37,922 lb (17,201 kg)</td>
<td>34,301 lb (15,559 kg)</td>
</tr>
<tr>
<td>Loader clearance circle with bucket</td>
<td>527.1 in (1,338 mm)</td>
<td>524.7 in (1,332 mm)</td>
</tr>
</tbody>
</table>

821G XR

<table>
<thead>
<tr>
<th>4.0 yd³ GP (3.1 m³)</th>
<th>4.5 yd³ GP (3.4 m³)</th>
<th>3.5 yd³ GP Pin-On (2.7 m³)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Operation weight</td>
<td>40,307 lb (18,733 kg)</td>
<td>40,714 lb (18,677 kg)</td>
</tr>
<tr>
<td>E. Operating height - fully raised with spillguard</td>
<td>223.8 in (5,692 mm)</td>
<td>234.1 in (5,946 mm)</td>
</tr>
<tr>
<td>F. Hinge pin height - fully raised</td>
<td>173.9 in (4,412 mm)</td>
<td>179.6 in (4,561 mm)</td>
</tr>
<tr>
<td>G. Overall length - bucket level on ground</td>
<td>360.2 in (8,683 mm)</td>
<td>354.3 in (9,025 mm)</td>
</tr>
<tr>
<td>H. Dump angle - fully raised, 45° dump</td>
<td>45°</td>
<td>45°</td>
</tr>
<tr>
<td>J. Bucket reach - fully raised, 45° dump</td>
<td>52.3 in (1,327 mm)</td>
<td>52.3 in (1,327 mm)</td>
</tr>
<tr>
<td>K. Bucket reach - 7 ft 0 in (2.13 m) height, 45° dump</td>
<td>48.8 in (1,235 mm)</td>
<td>48.6 in (1,230 mm)</td>
</tr>
<tr>
<td>L. Dig depth - edge below ground</td>
<td>4.7 in (119 mm)</td>
<td>4.7 in (119 mm)</td>
</tr>
<tr>
<td>Operating load - ISO Rigid Tires</td>
<td>11,494 lb (5,200 kg)</td>
<td>11,229 lb (5,093 kg)</td>
</tr>
<tr>
<td>Operating load - ISO Deflected Tires</td>
<td>10,024 lb (4,547 kg)</td>
<td>9,903 lb (4,486 kg)</td>
</tr>
<tr>
<td>Maximum material density - ISO Rigid Tires</td>
<td>2,895 lb/yd³ (1.701 kg/m³)</td>
<td>2,495 lb/yd³ (1.481 kg/m³)</td>
</tr>
<tr>
<td>Maximum material density - ISO Deflected Tires</td>
<td>2,506 lb/yd³ (1.487 kg/m³)</td>
<td>2,178 lb/yd³ (1.383 kg/m³)</td>
</tr>
<tr>
<td>Tipping load - ISO Rigid Tires: Straight</td>
<td>26,495 lb (12,108 kg)</td>
<td>25,793 lb (11,718 kg)</td>
</tr>
<tr>
<td>45° turn</td>
<td>22,929 lb (10,406 kg)</td>
<td>22,457 lb (10,200 kg)</td>
</tr>
<tr>
<td>Tipping load - ISO Deflected Tires: Straight</td>
<td>24,874 lb (11,233 kg)</td>
<td>24,386 lb (10,661 kg)</td>
</tr>
<tr>
<td>45° turn</td>
<td>20,049 lb (9,104 kg)</td>
<td>19,605 lb (8,893 kg)</td>
</tr>
<tr>
<td>Lift capacity: Full height Ground</td>
<td>20,302 lb (9,200 kg)</td>
<td>20,078 lb (9,108 kg)</td>
</tr>
<tr>
<td>31,168 lb (14,110 kg)</td>
<td>30,646 lb (13,821 kg)</td>
<td>28,764 lb (12,547 kg)</td>
</tr>
<tr>
<td>Breakout force with bit cylinder</td>
<td>38,653 lb (17,500 kg)</td>
<td>35,876 lb (16,320 kg)</td>
</tr>
<tr>
<td>Loader clearance circle with bucket</td>
<td>549.3 in (1,391 mm)</td>
<td>542.0 in (1,372 mm)</td>
</tr>
</tbody>
</table>

821G

<table>
<thead>
<tr>
<th>Z-Bar/XR</th>
<th>Z-Bar/XR</th>
<th>Z-Bar/XR</th>
</tr>
</thead>
<tbody>
<tr>
<td>Maximum rollback: Ground</td>
<td>42 / 18°</td>
<td>41 / 18°</td>
</tr>
<tr>
<td>Carriage position</td>
<td>42 / 18°</td>
<td>42 / 18°</td>
</tr>
<tr>
<td>Full height</td>
<td>52 / 90°</td>
<td>52 / 90°</td>
</tr>
<tr>
<td>Maximum grading angle with bucket - back dragging</td>
<td>0°/0°</td>
<td>0°/0°</td>
</tr>
<tr>
<td>SAB bucket capacity - standard heaped</td>
<td>3.4 yd³ (2.63 m³)</td>
<td>3.7 yd³ (2.89 m³)</td>
</tr>
<tr>
<td>Bucket width - outside</td>
<td>118.2 in (3,007 mm)</td>
<td>119.3 in (3,030 mm)</td>
</tr>
<tr>
<td>Bucket weight</td>
<td>3,256 lb (1,477 kg)</td>
<td>3,434 lb (1,571 kg)</td>
</tr>
</tbody>
</table>

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## PERFORMANCE SPECS

### 821G Z-Bar

<table>
<thead>
<tr>
<th>Specification</th>
<th>3.2 yd³ (2.4 m³) Bucket with CNH Coupler with Teeth Only</th>
<th>3.5 yd³ (2.7 m³) Bucket with ACS Coupler with Bolt-on Edge</th>
<th>3.2 yd³ (2.4 m³) Bucket with ACS Coupler with Teeth Only</th>
</tr>
</thead>
<tbody>
<tr>
<td>Operating weight</td>
<td>40,355 lb (18,651 kg)</td>
<td>42,221 lb (19,176 kg)</td>
<td>42,221 lb (19,176 kg)</td>
</tr>
<tr>
<td>E. Operating height – fully raised with spillguard</td>
<td>214.8 in (5,456 mm)</td>
<td>214.8 in (5,456 mm)</td>
<td>214.8 in (5,456 mm)</td>
</tr>
<tr>
<td>F. Hinge pin height – fully raised</td>
<td>162.7 in (4,129 mm)</td>
<td>162.7 in (4,129 mm)</td>
<td>162.7 in (4,129 mm)</td>
</tr>
<tr>
<td>G. Overall length – bucket level on ground</td>
<td>325.1 in (8,264 mm)</td>
<td>316.5 in (8,080 mm)</td>
<td>322.4 in (8,203 mm)</td>
</tr>
<tr>
<td>Dump angle – fully raised</td>
<td>55°</td>
<td>55°</td>
<td>55°</td>
</tr>
<tr>
<td>H. Dump height – fully raised, 45° dump</td>
<td>110.9 in (2,816 mm)</td>
<td>116.4 in (2,956 mm)</td>
<td>112.6 in (2,897 mm)</td>
</tr>
<tr>
<td>J. Bucket reach – fully raised, 45° dump</td>
<td>50.9 in (1,293 mm)</td>
<td>44.2 in (1,124 mm)</td>
<td>48.7 in (1,236 mm)</td>
</tr>
<tr>
<td>K. Bucket reach – 7 ft 0 in (2.13 m) height, 45° dump</td>
<td>71.1 in (1,806 mm)</td>
<td>67.2 in (1,706 mm)</td>
<td>69.7 in (1,771 mm)</td>
</tr>
<tr>
<td>L. Dig depth – edge below ground</td>
<td>3.1 in (80 mm)</td>
<td>3.3 in (83 mm)</td>
<td>3.3 in (84 mm)</td>
</tr>
<tr>
<td>Operating load – ISO Rigid Tires</td>
<td>13,152 lb (5,968 kg)</td>
<td>13,128 lb (5,955 kg)</td>
<td>13,339 lb (6,051 kg)</td>
</tr>
<tr>
<td>Operating load – ISO Detracted Tires</td>
<td>11,280 lb (5,117 kg)</td>
<td>11,253 lb (5,104 kg)</td>
<td>11,440 lb (5,189 kg)</td>
</tr>
<tr>
<td>Maximum material density – ISO Rigid Tires</td>
<td>4,118 lb/yd³ (2.439 g/cm³)</td>
<td>3,751 lb/yd³ (2.226 g/cm³)</td>
<td>4,163 lb/yd³ (2.473 g/cm³)</td>
</tr>
<tr>
<td>Maximum material density – ISO Detracted Tires</td>
<td>3,525 lb/yd³ (2.092 g/cm³)</td>
<td>3,215 lb/yd³ (1.958 g/cm³)</td>
<td>3,572 lb/yd³ (2.121 g/cm³)</td>
</tr>
</tbody>
</table>

### 821G XR

<table>
<thead>
<tr>
<th>Specification</th>
<th>3.2 yd³ (2.4 m³) Bucket (JRB Compatible) with Teeth Only</th>
<th>4.0 yd³ (2.7 m³) Bucket with CNH Coupler with Bolt-on Edge</th>
<th>3.8 yd³ (2.9 m³) Bucket with JRB Coupler with Teeth Only</th>
</tr>
</thead>
<tbody>
<tr>
<td>Operating weight</td>
<td>41,228 lb (18,701 kg)</td>
<td>44,800 lb (20,337 kg)</td>
<td>44,800 lb (20,337 kg)</td>
</tr>
<tr>
<td>E. Operating height – fully raised with spillguard</td>
<td>233.6 in (5,930 mm)</td>
<td>229.3 in (5,827 mm)</td>
<td>239.3 in (5,827 mm)</td>
</tr>
<tr>
<td>F. Hinge pin height – fully raised</td>
<td>175.5 in (4,459 mm)</td>
<td>179.5 in (4,560 mm)</td>
<td>179.5 in (4,560 mm)</td>
</tr>
<tr>
<td>G. Overall length – bucket level on ground</td>
<td>344.3 in (8,743 mm)</td>
<td>344.3 in (8,743 mm)</td>
<td>352.1 in (8,935 mm)</td>
</tr>
<tr>
<td>Dump angle – fully raised</td>
<td>49°</td>
<td>49°</td>
<td>49°</td>
</tr>
<tr>
<td>H. Dump height – fully raised, 45° dump</td>
<td>123.3 in (3,135 mm)</td>
<td>123.3 in (3,135 mm)</td>
<td>123.3 in (3,135 mm)</td>
</tr>
<tr>
<td>J. Bucket reach – fully raised, 45° dump</td>
<td>55.3 in (1,406 mm)</td>
<td>55.4 in (1,406 mm)</td>
<td>59.9 in (1,521 mm)</td>
</tr>
<tr>
<td>K. Bucket reach – 7 ft 0 in (2.13 m) height, 45° dump</td>
<td>88.7 in (2,254 mm)</td>
<td>88.8 in (2,255 mm)</td>
<td>91.4 in (2,322 mm)</td>
</tr>
<tr>
<td>L. Dig depth – edge below ground</td>
<td>5.8 in (147 mm)</td>
<td>5.8 in (147 mm)</td>
<td>5.8 in (147 mm)</td>
</tr>
<tr>
<td>Operating load – ISO Rigid Tires</td>
<td>12,404 lb (5,633 kg)</td>
<td>9,655 lb (4,382 kg)</td>
<td>10,118 lb (4,594 kg)</td>
</tr>
<tr>
<td>Operating load – ISO Detracted Tires</td>
<td>11,055 lb (5,014 kg)</td>
<td>8,822 lb (4,011 kg)</td>
<td>8,775 lb (4,029 kg)</td>
</tr>
<tr>
<td>Maximum material density – ISO Rigid Tires</td>
<td>3,251 lb/yd³ (1,293 kg/m³)</td>
<td>2,489 lb/yd³ (1,077 kg/m³)</td>
<td>2,663 lb/yd³ (1,120 kg/m³)</td>
</tr>
<tr>
<td>Maximum material density – ISO Detracted Tires</td>
<td>2,830 lb/yd³ (1,076 kg/m³)</td>
<td>2,155 lb/yd³ (844 kg/m³)</td>
<td>2,308 lb/yd³ (928 kg/m³)</td>
</tr>
</tbody>
</table>

### 821G

<table>
<thead>
<tr>
<th>Specification</th>
<th>Z-Bar/XR</th>
<th>Z-Bar/XR</th>
<th>Z-Bar/XR</th>
</tr>
</thead>
<tbody>
<tr>
<td>Maximum rollback:</td>
<td>47°/47°</td>
<td>42°/42°</td>
<td>47°/47°</td>
</tr>
<tr>
<td></td>
<td>Ground</td>
<td>Front</td>
<td>Rear</td>
</tr>
<tr>
<td>Maximum spill angle with bucket – back dragging</td>
<td>7°/3°</td>
<td>7°/3°</td>
<td>7°/3°</td>
</tr>
<tr>
<td>SAE bucket capacity – struck</td>
<td>2.7 yd³ (2.0 m³)</td>
<td>2.7 yd³ (2.0 m³)</td>
<td>2.7 yd³ (2.0 m³)</td>
</tr>
<tr>
<td>Heaped</td>
<td>3.26 yd³ (2.5 m³)</td>
<td>3.26 yd³ (2.5 m³)</td>
<td>3.26 yd³ (2.5 m³)</td>
</tr>
<tr>
<td>Bucket width – outside</td>
<td>119.2 in (3,027 mm)</td>
<td>119.3 in (3,028 mm)</td>
<td>119.2 in (3,027 mm)</td>
</tr>
<tr>
<td>Bucket weight</td>
<td>4,208 lb (1,920 kg)</td>
<td>4,553 lb (2,063 kg)</td>
<td>4,422 lb (2,008 kg)</td>
</tr>
</tbody>
</table>
## Performance Spec

### 821G Z-Bar

<table>
<thead>
<tr>
<th>Spec</th>
<th>4.0 yd³ GP Pin-On (3.1 m³) Bucket with CNH Coupler with Bolt-on Edge</th>
<th>3.8 yd³ GP Pin-On (2.9 m³) Bucket with CNH Coupler with Teeth Only</th>
<th>4.0 yd³ GP Pin-On (3.1 m³) ACS Coupler with Teeth Only with Bolt-on Edge</th>
</tr>
</thead>
<tbody>
<tr>
<td>Operating weight</td>
<td>41,430 lb (18 792 kg)</td>
<td>41,265 lb (18 726 kg)</td>
<td>41,483 lb (18 816 kg)</td>
</tr>
<tr>
<td>E. Operating height – fully raised with spillguard</td>
<td>221.9 in (5 635 mm)</td>
<td>221.9 in (5 635 mm)</td>
<td>218.3 in (5 526 mm)</td>
</tr>
<tr>
<td>F. Hinge pin height – fully raised</td>
<td>162.1 in (4 118 mm)</td>
<td>162.1 in (4 116 mm)</td>
<td>162.1 in (4 116 mm)</td>
</tr>
<tr>
<td>G. Overall length – bucket level on ground</td>
<td>325.1 in (8 258 mm)</td>
<td>321.0 in (8 206 mm)</td>
<td>320.8 in (8 201 mm)</td>
</tr>
<tr>
<td>Dump angle – fully raised</td>
<td>55°</td>
<td>55°</td>
<td>55°</td>
</tr>
<tr>
<td>H. Dump height – fully raised, 45° dump</td>
<td>110.9 in (2 817 mm)</td>
<td>107.1 in (2 721 mm)</td>
<td>113.6 in (2 866 mm)</td>
</tr>
<tr>
<td>J. Bucket reach – fully raised, 45° dump</td>
<td>51.0 in (1 295 mm)</td>
<td>55.4 in (1 408 mm)</td>
<td>47.8 in (1 213 mm)</td>
</tr>
<tr>
<td>K. Bucket reach – 7 ft 0 in (2.13 m), height, 45° dump</td>
<td>71.2 in (1 807 mm)</td>
<td>73.5 in (1 895 mm)</td>
<td>69.4 in (1 762 mm)</td>
</tr>
<tr>
<td>L. Dig depth – edge below ground</td>
<td>3.1 in (78 mm)</td>
<td>3.2 in (80 mm)</td>
<td>3.1 in (78 mm)</td>
</tr>
<tr>
<td>Operating load – ISO Rigid Tires</td>
<td>12,618 lb (5 723 kg)</td>
<td>12,820 lb (5 815 kg)</td>
<td>12,375 lb (5 685 kg)</td>
</tr>
<tr>
<td>Operating load – ISO Diflecto Tires</td>
<td>13,758 lb (6 084 kg)</td>
<td>13,947 lb (6 265 kg)</td>
<td>11,077 lb (5 024 kg)</td>
</tr>
<tr>
<td>Maximum material density – ISO Rigid Tires</td>
<td>3,155 lb/yd² (1 872 kg/m²)</td>
<td>3,374 lb/yd² (2 002 kg/m²)</td>
<td>3,214 lb/yd² (1 925 kg/m²)</td>
</tr>
<tr>
<td>Maximum material density – ISO Diflecto Tires</td>
<td>2,652 lb/yd² (1 597 kg/m²)</td>
<td>2,816 lb/yd² (1 706 kg/m²)</td>
<td>2,789 lb/yd² (1 643 kg/m²)</td>
</tr>
<tr>
<td>Tipping load – ISO Rigid Tires</td>
<td>Straight – 40° turn</td>
<td>29,157 lb (13 225 kg)</td>
<td>29,395 lb (13 424 kg)</td>
</tr>
<tr>
<td>Tipping load – ISO Diflecto Tires</td>
<td>Straight – 40° turn</td>
<td>25,236 lb (11 447 kg)</td>
<td>25,430 lb (11 530 kg)</td>
</tr>
<tr>
<td>Lift capacity</td>
<td>Full height – Ground</td>
<td>26,513 lb (12 305 kg)</td>
<td>26,707 lb (12 376 kg)</td>
</tr>
<tr>
<td>Breakout force with tilt cylinder</td>
<td>26,742 lb (12 096 kg)</td>
<td>30,695 lb (13 925 kg)</td>
<td>31,163 lb (14 105 kg)</td>
</tr>
<tr>
<td>Loader clearance angle with bucket</td>
<td>528.5 in (13 390 mm)</td>
<td>532.9 in (13 535 mm)</td>
<td>527.1 in (13 389 mm)</td>
</tr>
</tbody>
</table>

### 821G XR

<table>
<thead>
<tr>
<th>Spec</th>
<th>3.5 yd³ GP Pin-On (2.7 m³) Bucket with ACS Coupler with Bolt-on Edge</th>
<th>3.2 yd³ GP Pin-On (2.4 m³) Bucket with ACS Coupler with Teeth Only</th>
<th>4.0 yd³ GP Pin-On (3.1 m³) Bucket with ACS Coupler with Teeth Only with Bolt-on Edge</th>
</tr>
</thead>
<tbody>
<tr>
<td>Operating weight</td>
<td>41,814 lb (19 092 kg)</td>
<td>41,672 lb (18 920 kg)</td>
<td>42,074 lb (19 104 kg)</td>
</tr>
<tr>
<td>E. Operating height – fully raised with spillguard</td>
<td>231.4 in (5 878 mm)</td>
<td>231.4 in (5 878 mm)</td>
<td>236.2 in (5 999 mm)</td>
</tr>
<tr>
<td>F. Hinge pin height – fully raised</td>
<td>179.5 in (4 559 mm)</td>
<td>179.5 in (4 560 mm)</td>
<td>179.5 in (4 559 mm)</td>
</tr>
<tr>
<td>G. Overall length – bucket level on ground</td>
<td>335.8 in (8 525 mm)</td>
<td>341.5 in (8 673 mm)</td>
<td>340.0 in (8 568 mm)</td>
</tr>
<tr>
<td>H. Dump height – fully raised, 45° dump</td>
<td>132.7 in (3 397 mm)</td>
<td>130.0 in (3 291 mm)</td>
<td>131.0 in (3 327 mm)</td>
</tr>
<tr>
<td>K. Bucket reach – 7 ft 0 in (2.13 m), height, 45° dump</td>
<td>49.7 in (1 262 mm)</td>
<td>53.1 in (1 348 mm)</td>
<td>52.2 in (1 326 mm)</td>
</tr>
<tr>
<td>L. Dig depth – edge below ground</td>
<td>5.9 in (150 mm)</td>
<td>5.9 in (151 mm)</td>
<td>5.9 in (153 mm)</td>
</tr>
<tr>
<td>Operating load – ISO Rigid Tires</td>
<td>10,290 lb (4 656 kg)</td>
<td>10,510 lb (4 771 kg)</td>
<td>10,199 lb (4 608 kg)</td>
</tr>
<tr>
<td>Operating load – ISO Diflecto Tires</td>
<td>8,899 lb (4 082 kg)</td>
<td>9,159 lb (4 151 kg)</td>
<td>6,833 lb (3 072 kg)</td>
</tr>
<tr>
<td>Maximum material density – ISO Rigid Tires</td>
<td>2,957 lb/yd² (1 735 kg/m²)</td>
<td>3,287 lb/yd² (2 012 kg/m²)</td>
<td>2,549 lb/yd² (1 513 kg/m²)</td>
</tr>
<tr>
<td>Maximum material density – ISO Diflecto Tires</td>
<td>2,571 lb/yd² (1 586 kg/m²)</td>
<td>2,661 lb/yd² (1 697 kg/m²)</td>
<td>2,298 lb/yd² (1 430 kg/m²)</td>
</tr>
<tr>
<td>Tipping load – ISO Rigid Tires</td>
<td>Straight – 40° turn</td>
<td>24.09 lb (10 938 kg)</td>
<td>24.45 lb (10 101 kg)</td>
</tr>
<tr>
<td>Tipping load – ISO Diflecto Tires</td>
<td>Straight – 40° turn</td>
<td>23.02 lb (10 439 kg)</td>
<td>21.08 lb (9 543 kg)</td>
</tr>
<tr>
<td>Lift capacity</td>
<td>Full height – Ground</td>
<td>18.22 lb (8 267 kg)</td>
<td>19.08 lb (8 585 kg)</td>
</tr>
<tr>
<td>Breakout force with tilt cylinder</td>
<td>34,563 lb (15 723 kg)</td>
<td>35,256 lb (16 002 kg)</td>
<td>37,854 lb (17 237 kg)</td>
</tr>
<tr>
<td>Loader clearance angle with bucket</td>
<td>544.0 in (13 819 mm)</td>
<td>547.0 in (13 819 mm)</td>
<td>545.9 in (13 892 mm)</td>
</tr>
</tbody>
</table>

### 521G

- **Maximum rollback:**
  - Ground: 42°/28°
  - Carry position: 47°/44°
  - Full height: 47°/40°
- **Maximum grading angle with bucket – back dragging:** 62°/63°
- **SAE bucket capacity – struck:**
  - 4.0 yd³ (3.00 m³)
  - 3.9 yd³ (2.81 m³)
- **Bucket weight – outside:**
  - 110.3 lb (50.0 kg)
  - 119.2 lb (53.7 kg)
- **Bucket weight:**
  - 4,770 lb (2 164 kg)
  - 4,878 lb (2 210 kg)

### 821G

- **Maximum rollback:**
  - Ground: 42°/28°
  - Carry position: 47°/44°
  - Full height: 47°/40°
- **Maximum grading angle with bucket – back dragging:** 62°/63°
- **SAE bucket capacity – struck:**
  - 4.0 yd³ (3.00 m³)
  - 3.9 yd³ (2.81 m³)
- **Bucket weight – outside:**
  - 110.3 lb (50.0 kg)
  - 119.2 lb (53.7 kg)
- **Bucket weight:**
  - 4,770 lb (2 164 kg)
  - 4,878 lb (2 210 kg)
### PERFORMANCE SPECS

#### 021G

<table>
<thead>
<tr>
<th></th>
<th>3.8 yd³ GP Pin-On (2.9 m³) Bucket with ACS Coupler Tooth Only</th>
<th>3.8 yd³ GP Pin-On (2.9 m³) Bucket with ACS Coupler Tooth Only</th>
</tr>
</thead>
<tbody>
<tr>
<td>Operating weight</td>
<td>41,342 lb (18,752 kg)</td>
<td>41,332 lb (19,029 kg)</td>
</tr>
<tr>
<td>E. Operating height - fully raised with spoil guard</td>
<td>218.8 in (5,558 mm)</td>
<td>236.2 in (6,009 mm)</td>
</tr>
<tr>
<td>F. Hinge pin height - fully raised</td>
<td>162.1 in (4,118 mm)</td>
<td>179.5 in (4,614 mm)</td>
</tr>
<tr>
<td>G. Overall length - bucket level on ground</td>
<td>326.8 in (8,309 mm)</td>
<td>345.9 in (8,785 mm)</td>
</tr>
<tr>
<td>Dump angle - fully raised</td>
<td>55°</td>
<td>49°</td>
</tr>
<tr>
<td>H. Dump height - fully raised, 45° dump</td>
<td>109.8 in (2,790 mm)</td>
<td>127.2 in (3,231 mm)</td>
</tr>
<tr>
<td>J. Bucket reach - fully raised, 45° dump</td>
<td>52.2 in (1,325 mm)</td>
<td>58.6 in (1,489 mm)</td>
</tr>
<tr>
<td>K. Bucket reach - 7 ft 10 in (2.31 m) height, 45° dump</td>
<td>71.8 in (1,873 mm)</td>
<td>83.5 in (2,114 mm)</td>
</tr>
<tr>
<td>L. Dig depth - edge below ground</td>
<td>3.2 in (80 mm)</td>
<td>5.3 in (147 mm)</td>
</tr>
<tr>
<td>Operating load - ISO Rigid Tires</td>
<td>14,813 lb (6,693 kg)</td>
<td>11,278 lb (5,116 kg)</td>
</tr>
<tr>
<td>Operating load - ISO Deflected Tires</td>
<td>12,259 lb (5,560 kg)</td>
<td>9,561 lb (4,338 kg)</td>
</tr>
<tr>
<td>Maximum material density - ISO Rigid Tires</td>
<td>3,845 lb/yd² (2.282 kg/m³)</td>
<td>2,968 lb/yd² (1.761 kg/m³)</td>
</tr>
<tr>
<td>Maximum material density - ISO Deflected Tires</td>
<td>3,226 lb/yd² (1.914 kg/m³)</td>
<td>2,542 lb/yd² (1.509 kg/m³)</td>
</tr>
<tr>
<td>Tipping load - ISO Rigid Tires: Straight</td>
<td>33,733 lb (15,301 kg)</td>
<td>29,280 lb (13,229 kg)</td>
</tr>
<tr>
<td>40° turn</td>
<td>23,225 lb (10,555 kg)</td>
<td>22,557 lb (10,218 kg)</td>
</tr>
<tr>
<td>Tipping load - SAE: Straight</td>
<td>30,999 lb (14,104 kg)</td>
<td>24,434 lb (11,078 kg)</td>
</tr>
<tr>
<td>40° turn</td>
<td>24,157 lb (10,992 kg)</td>
<td>19,222 lb (8,704 kg)</td>
</tr>
<tr>
<td>Lift capacity:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Full height</td>
<td>20,769 lb (9,433 kg)</td>
<td>19,970 lb (9,004 kg)</td>
</tr>
<tr>
<td>Ground</td>
<td>39,651 lb (17,509 kg)</td>
<td>28,852 lb (13,541 kg)</td>
</tr>
<tr>
<td>Breakout force with lift cylinder</td>
<td>33,269 lb (15,050 kg)</td>
<td>33,832 lb (15,443 kg)</td>
</tr>
<tr>
<td>Maximum rollback: Ground</td>
<td>42°</td>
<td>37°</td>
</tr>
<tr>
<td>Carry position</td>
<td>47°</td>
<td>44°</td>
</tr>
<tr>
<td>@ Full height</td>
<td>49°</td>
<td>60°</td>
</tr>
<tr>
<td>Maximum grading angle with bucket - back dragging</td>
<td>83°</td>
<td>65°</td>
</tr>
<tr>
<td>SAE bucket capacity - struck</td>
<td>3.25 yd³ (2.48 m³)</td>
<td>3.25 yd³ (2.48 m³)</td>
</tr>
<tr>
<td>Heaped</td>
<td>3.80 yd³ (2.91 m³)</td>
<td>3.80 yd³ (2.91 m³)</td>
</tr>
<tr>
<td>Bucket width - outsides</td>
<td>118.2 in (3,057 mm)</td>
<td>119.2 in (3,057 mm)</td>
</tr>
<tr>
<td>Bucket weight</td>
<td>4,682 lb (2,124 kg)</td>
<td>4,682 lb (2,124 kg)</td>
</tr>
<tr>
<td>Loader clearance circle with bucket</td>
<td>580.4 in (14,712 mm)</td>
<td>580.9 in (14,712 mm)</td>
</tr>
</tbody>
</table>

**NOTE:** Z-81 performance data shown with full counterweight.

Performance data unit equipped with 23.5-35 L5 Radial tires, AOPC cab with heater and air conditioner, full counterweight, standard batteries, front and rear fenders, full fuel and 165 lb. (75 kg) operator. Specifications per SAE J732, J1294, J601, J742, and J818.
STANDARD EQUIPMENT

OPERATOR ENVIRONMENT
See page 1

ENGINE
Case/FPT F4HFE513
Tier 4 Final Certified
Selectable work modes:
  Maximum Power
  Standard Power
  Economy Power
  Auto Power
Turbocharger
Charge air cooling
Automatic belt tensioner
Integral engine oil cooling
Fuel filter with water trap
Dual-element dry-type air cleaner
Hydraulic-driven cooling fan
Air-cooled radiator
Mid-mounted cooling module
Common rail electronic fuel injection

LOADERS
See page 2 – Operating weight,
  Other specifications

DRIVE TRAIN
4-wheel drive
4F/3R Selectable autoshift/manual
  shift transmission
Electronic Control Module – programmable,
  computer controlled proportional shifiting
  with programmable gear selection

Onboard diagnostics
Single lever electronic shift control
F/N/R switch in loader control handle
Downshift button
Torque converter
Limited-slip differentials
Heavy-duty axles
Outboard planetary axles
Transmission oil cooler
Brake pedal transmission disconnect – declutch
Hydraulic wet disc brakes
Spring-applied hydraulic release parking brake
Limp-Home Mode
Greaseable rear axle trunnion
3-piece rims

HYDRAULICS
Electro-hydraulic (EH) joystick loader control
Low-effort steering
Hydraulic driven cooling fan
Diagnostic quick couplers
Split flange hydraulic connections – 1 in or greater

ELECTRICAL
Alternator and voltage regulator
Battery isolator/electrical disconnect
120 amp alternator
(2) 700 CCA 12-volt batteries
Electric starter
Lights:
  2 Front and 2 rear halogen flood lights
  2 Front driving headlights – high/low beam
    with integrated turn signals
  2 LED stop/tail lights with integrated
    turn signals
Key start/stop switch
Backup alarm
Centrally located fuse box
  with all electrical circuits protected
Remote jump start posts

OTHER
Electric hood lift
Front and rear fenders, partial coverage
Heavy counterweight
Drawbar hitch
Articulation locking bar
Lift arm locking bar
Lift and tie-down points – front/rear
Remote drain points
Grouped remote-mounted ecology drains:
  Engine oil
  Engine coolant
  Hydraulic oil

TELEMATICS
CASE SiteWatch™ Telematics – includes
  hardware and a 3-yr Advanced
  data subscription
### OPERATOR ENVIRONMENT

- Cloth-covered heated air-suspension seat
- Leather trimmed heated air seat with active suspension
- Cloth mechanical suspension seat
- Headrest
- 3 in (76 mm) retractable seat belt
- Sound Shield noise suppression package
- Bluetooth radio, 12V AM/FM with auxiliary input
- Radio-ready – 12 or 24-volt with auxiliary power – 12-volt
- Cab convenience package:
  - Rear sun shade, interior mirror, under the seat drawer, coat hook, 12V accessory port, and an ash tray
- LED rotating beacon
- Rear view camera
- External rear view mirrors
- LED front and rear work lights
- Extra front-facing LED work lights

### DRIVE/TRAIN

- 5F/3R Autoshift/manual shift transmission, lockup torque converter, Powerinch de-clutch
- Heavy-duty axles:
  - Larger size rear axle with hydraulically-actuated differential lock on front axle, open differential on rear axle, recommended for applications on hard surfaces or with solid tires.
- Cold weather package:
  - Heavy-duty (3) 950 CCA 12V batteries
  - Grid heater
  - Fuel heater
  - Hydraulic oil cooler bypass
  - Low temperature hydraulic oil
  - Fast-warm hydraulic valve

### HYDRAULICS

- Auxiliary hydraulics
- Ride Control
- Secondary steering
- Joystick steering with and without secondary steering
- 2-function loader valve with single access control
- 3-function loader valve with 3 lever control or with joystick plus lever
- 4-function loader valve with joystick and 2 lever control

### LOADER

- XR extended reach version
- Attachment auxiliary hydraulics
- Coupler systems – JRB or ACS compatible
- Buckets – see pages 4 through 7
  - 4 – 1 clamp buckets
  - Forks

### TIRES

- 23.5 x 25 L2 bias – dirt/traction
- 23.5 x 25 L3 bias – rock
- 23.5-R25 L2 radial – dirt/traction
- 23.5-R25 L3 radial – rock
- 23.5-R25 radial Michelin SnoPlus
- Spare wheels and tires
- Axle oscillation stops

### OTHER

- Additional RH steps and platform with standard or wide fenders
- Side guards for rear frame
- Tool box – ground level access
- Light counterweight – 2-Bar
- Fire extinguisher
- License plate bracket
- 12.4 mph (20 kph) maximum speed control
- Special paint
- Seal plate and transmission

### ADVANCED ENGINE AIR FILTRATION

- Variable speed hydraulic reversing fan
- Full view air pre-cleaner
- Sy-Krome ejective air pre-cleaner
LEASE-PURCHASE AGREEMENT
Lessee: Winnebago County
Lease No.: 102734002

This Lease-Purchase Agreement dated the 1st day of October, 2017, by and between Merchants Bank Equipment Finance, a division of Merchants Bank National Association, whose address is 7600 Parktown Avenue, Suite 384, Minneapolis, MN 55435, as agent for one or more persons (the “Lessor”) and Winnebago County, located in Winnebago County, as Lessee (the "Lessee"), whose address is 494 Elm St., Rm 202, Rockford, Illinois 61101.

WITNESSETH:

WHEREAS, Lessee is authorized by State statutes to acquire one (1) 2017 Case 821G Wheel Loader by entering into a lease-purchase agreement; and

WHEREAS, pursuant to a resolution duly adopted by the Lessee on see attached, the Lessee has determined that it is necessary to further the construction and maintenance purposes of the Lessee that it acquire one (1) 2017 Case 821G Wheel Loader described herein as Equipment; and

WHEREAS, Lessor is willing to acquire the Equipment and to lease and sell it to Lessee pursuant to this Lease;

NOW, THEREFORE, in the joint and mutual exercise of their powers, and in consideration of the mutual covenants herein contained, the parties hereto recite and agree as follows:

ARTICLE I
DEFINITIONS AND EXHIBITS

Section 1.1 Definitions. Unless the context otherwise requires, the terms defined in this Section shall, for all purposes of this Lease, have the meanings herein specified.

Authorized Representative: Shall mean (a) with respect to the Lessee, the officer of the Lessee or any other Person or Persons at any time designated by resolution of the Lessee’s governing body or written certificate conferring authority upon such person to act on behalf of the Lessee with respect to this Lease; and (b) with respect to the Lessor, any authorized signatory of the Lessor authorized by their bylaws to act or to execute documents on behalf of the Lessor.

Certificate of Acceptance: The Certificate of Acceptance of Lessee a form of which is attached hereto as Exhibit C.

Code: The Internal Revenue Code of 1986, as amended and any regulations promulgated thereunder by the United States Department of the Treasury.

Commencement Date: The date upon which Lessee’s obligations to make Lease-Purchase Payments accrues as evidenced by the issuance to Lessor of the Certificate of Acceptance attached hereto as Exhibit C.

Contractor: Each of the manufacturers or vendors from whom Lessee (or Lessor at Lessee’s request) has ordered or will order or with whom Lessee (or Lessor at Lessee’s request) has contracted or will contract for the manufacture, delivery and/or installation of the Equipment.

Cost or Costs: The costs of acquisition and installation of the Equipment and all other costs incidental and related thereto, including the costs of preparation, marketing and sale of this Lease.
**Equipment:** The one (1) 2017 Case 821G Wheel Loader described in the attached Exhibit A which is being leased and purchased by Lessee pursuant to this Lease.

**Fiscal Year:** Each twelve (12) month fiscal period of Lessee commencing on the 1st of October and ending on the 30th of September following your.

**Independent Counsel:** An attorney duly admitted to the practice of law before the highest court of the State who is not a full-time employee of Lessor or Lessee.

**Interest:** The portion of any Lease-Purchase Payment designated as and comprising interest as shown in the attached Exhibit B.

**Lessee:** This Lease-Purchase Agreement dated as of 10/01/2017, whereby the Lessor has leased the Equipment to Lessee, as the same may from time to time be amended or modified.

**Lease-Purchase Payment:** The payment due from Lessee to Lessor on each Payment Date, as shown on Exhibit B.

**Net Proceeds:** Any insurance proceeds, paid with respect to the Equipment, remaining after payment therefrom of all expenses incurred in the collection thereof.

**Payment Date:** The date upon which any Lease-Purchase Payment is due and payable as provided in Exhibit B.

**Permitted Encumbrances:** As of any particular time: (i) liens for taxes and assessments not then delinquent, or which Lessee may, pursuant to the provisions of Section 7.3 hereof, permit to remain unpaid, (ii) this lease and amendments hereto, (iii) Lessor’s interest in the Equipment and (iv) any mechanic’s, laborers, materialperson’s supplier’s or vendor’s lien or right not filed or perfected in the manner prescribed by law, other than any lien arising through a Contractor or which Lessee may, pursuant to Article VIII hereof, permit to remain unpaid,

**Person or Persons:** An individual, partnership, corporation, trust or unincorporated organization.

**Prepayment Price:** With respect to the Equipment, as of any Payment Date, the amount so designated and set forth opposite such date in the attached Exhibit B.

**Principal:** The portion of any Lease-Purchase Payment designated as principal in the attached Exhibit B.

**Request for Disbursement of Funds:** The Request for Disbursement of Funds of Lessee, the form of which is attached hereto as Exhibit G-1.

**Specifications:** The bid specifications and/or purchase order pursuant to which Lessee has ordered the Equipment from a Contractor.

**State:** The State of Illinois.

**State and Federal Law or Laws:** The Constitution and any law of the State and any charter, ordinance, rule or regulation or any agency or political subdivision of the State, and any law of the United States, and any rule or regulation of any federal agency.

**Term, Term of this Lease or Lease Term:** The period commencing on the execution of this Lease and ending on the date the last Lease-Purchase Payment is due and payable, as shown on Exhibit B.

**Section 1.2 Exhibits:** The following Exhibits are attached to and by reference made part of this Lease.

**Exhibit A:** A description of the Equipment including the serial number thereof which shall be inserted when available.
Exhibit B: A schedule to be completed by Lessor as provided in Section 4.1, indicating the date upon which the Term of this Lease shall end, the date and amount of each Lease-Purchase Payment coming due under the Lease Term and the amount of Principal and Interest comprising each Lease-Purchase Payment.

Exhibits C and C-1: A Certificate of Acceptance of Lessee with a Request for Disbursement of Funds attached indicating that the Equipment has been or will be delivered and installed in accordance with the Specifications, and has been accepted by Lessee, the date on which Lease-Payments shown in Exhibit B shall commence, and that certain other requirements have been met by Lessee.

Exhibit D: An opinion of counsel to Lessee as to the organization, nature and powers of Lessee, the validity, execution and delivery of this Lease and various related documents, the absence of litigation and related matters.

Exhibit E: A form of resolution of the governing body of Lessee, relating to this Lease and, if applicable, certain federal tax matters.

ARTICLE II
REPRESENTATIONS, COVENANTS AND WARRANTIES

Section 2.1 Representations, Covenants and Warranties of Lessee. Lessee represents, covenants and warrants as follows:

(a) Lessee is a political subdivision and municipal corporation, duly organized and existing under the Constitution and laws of the State.

(b) Lessee is authorized under the Constitution and laws of the State to enter into this Lease and the transactions contemplated hereby, and to perform all of its obligations hereunder.

(c) The officer of Lessee executing this Lease has been duly authorized to execute and deliver this Lease under the terms and provisions of a resolution of Lessee’s governing body, or by other appropriate official action.

(d) In authorizing and executing this Lease, Lessee has complied with all open meeting laws, public bidding and other State and Federal laws applicable to this Lease and the acquisition of the Equipment by Lessee.

(e) Lessee will not pledge, mortgage or assign this Lease, or its duties and obligations hereunder to any other Person, firm or corporation, except as provided under the terms of this Lease.

(f) Lessee will use the Equipment during the Lease Term only to perform its essential governmental functions.

(g) Lessee will take no action that would cause the interest portion of the Lease-Purchase Payments to become includable in gross income of the recipient for federal income tax purposes under the Internal Revenue Code of 1986 (the “Code”) and Treasury Regulations promulgated thereunder (the “Regulations”), and Lessee will take and will cause its officers, employees and agents to take all affirmative actions legally within its power necessary to ensure that the interest portion of the Lease-Purchase Payments does not become includable in gross income of the recipient for federal income tax purposes under the Code and Regulations.

(h) Upon execution of this Lease-Purchase Agreement, and upon each request for a disbursement of funds hereunder, Lessee will provide to Lessor a completed and executed copy of the Certificate of Acceptance attached hereto as Exhibit C.

(i) Upon the execution of this Lease, Lessee will provide to Lessor an opinion of its legal counsel in the form attached hereto as Exhibit D.
(j) Lessee will submit to the Internal Revenue Service an information reporting statement at the time and in the form required by the Code.

(k) Lessee will cause a resolution substantially in the form attached hereto as Exhibit E to be adopted by its governing body.

(l) Lessee does not reasonably anticipate that it will issue tax-exempt obligations (not including “private activity bonds” as defined in Section 141 of the Code) in an aggregate amount in excess of $10,000,000 during the calendar year in which the Term commences, and this Lease is designated as a qualified tax-exempt obligation for purposes of Section 265(b)(3) of the Code relating to deductibility of interest by financial institutions.

Section 2.2 Representations, Covenants and Warranties of Lessor. Lessor represents, covenants and warrants as follows:

(a) Lessor has the power to enter into this Lease, is possessed of full power to own and hold real and personal property, and to lease and sell the same.

(b) Neither the execution and delivery of this Lease, nor the fulfillment of or compliance with the terms and conditions thereof, nor the consummation of the transactions contemplated thereby, conflicts with or results in a breach of the terms, conditions or provisions of any restriction or agreement or instrument to which Lessor is now a party or by which Lessor is bound; constitutes a default under any of the foregoing; or results in the creation or imposition any lien, charge or encumbrance whatsoever upon any of the property or assets of Lessor, or upon the Equipment, except Permitted Encumbrances.

ARTICLE III
AGREEMENT TO LEASE

Section 3.1 Lease. Lessor hereby leases the Equipment to Lessee, and Lessee hereby leases the Equipment from Lessor, upon terms and conditions set forth in this Lease and subject to the option to purchase set forth in Section 4.3 hereof.

Section 3.2 Possession and Enjoyment. Lessor hereby covenants to provide Lessee during the Term with the quiet use and enjoyment of the Equipment, and Lessee intends to during the Term peaceably and quietly have and hold and enjoy the Equipment, without suit, trouble or hindrance from Lessor, except as expressly set forth in the Lease. Lessor will, at the request of Lessee and at Lessee’s cost, join any legal action in which Lessee asserts its right to such possession and enjoyment to the extent Lessor lawfully may do so. All warranties extended upon the Equipment by the Contractors shall inure to the benefit of the Lessee during the term of this Lease.

Section 3.3 Lessee Access to Equipment. Lessee agrees that Lessor shall have the right at all reasonable times to examine and inspect the Equipment. Lessee further agrees that Lessor shall have such rights of access to the Equipment as may be reasonably necessary to cause the proper maintenance of the Equipment in the event of failure by Lessee to perform its obligations hereunder.

Section 3.4 Tax and Ownership and Lessee. The Lessor warrants and represents that it shall not at any time during the term of the Lease claim depreciation, cost recovery deductions, or tax credit for federal income tax purposes with respect to the equipment, or portion thereof, and that it shall not take any position for federal income tax purposes that is inconsistent with the unequivocal title and ownership for any and all tax purposes of the Lessee.

ARTICLE IV
TERM OF LEASE

Section 4.1 Lease Term. This Lease shall be in effect for a Term commencing upon the execution hereof and ending as provided in Section 4.2.
Section 4.2 Termination of Lease Term. The Term of this Lease will terminate upon the occurrence of the first of the following events:

(a) A default by Lessee and Lessor's election to terminate this Lease pursuant to Article XII without payment of all Lease-Purchase Payments; or

(b) The payment by Lessee of all Lease-Purchase Payments and all other amounts authorized or required to be paid by Lessee hereunder; or

(c) Nonappropriation of funds by Lessee pursuant to Section 12.7 hereof.

Section 4.3 Option to Purchase. Lessee has the option to purchase the Equipment by paying the applicable prepayment price in accordance with Section 10.1 hereof.

ARTICLE V
LEASE-PURCHASE PAYMENTS

Section 5.1 Lease-Purchase Payments. Lessee agrees to pay Lease-Purchase Payments during the Term of this Lease, in the amounts and on the dates specified in Exhibit B. All Lease-Purchase Payments shall be paid to Lessor at its offices at the address specified in Section 1.1 of this Lease, or to such other Person or entity to which Lessor has assigned such Lease-Purchase Payments as specified in Article XI, at such place as such assignee may from time to time designate in written notice from the United States of America to Lessor or, in the event of assignment of the right to receive Lease-Purchase Payments by Lessor, to its assignee. Interest shall accrue from the date of the Certificate of Acceptance.

Section 5.2 Source of Payment. All Lease-Purchase Payments required to be paid by Lessor pursuant to this Lease shall be paid from monies duly budgeted, appropriated, obligated and otherwise provided and made available therefor by Lessee.

Section 5.3 Interest Component. A portion of each Lease-Purchase Payment is paid as and represents the payment of interest. Exhibit B sets forth the Interest component of each Lease-Purchase Payment.

Section 5.4 Lease-Purchase Payments to be Unconditional. The obligation of Lessee to make Lease-Purchase Payments or any other payments required hereunder shall be absolute and unconditional in all events, except as expressly provided under this Lease. Notwithstanding any dispute between Lessee and Lessor or any other Person, Lessee shall make all Lease-Purchase Payments and other payments required hereunder when due and shall not withhold any Lease-Purchase Payment or other payment pending final resolution of such dispute nor shall Lessee assert any right of set-off or counterclaim against its obligation to make such Lease-Purchase Payments or other payments required under this Lease. Lessee's obligation to make Lease-Purchase Payments or other payments shall not be abated through accident or unforeseen circumstances. Except as provided in Section 12.7 hereof, nothing herein shall be construed to release Lessor from the performance of its obligations hereunder, and if Lessor should fail to perform any such obligation, Lessee may institute such legal action against Lessor as Lessee may deem necessary to compel the performance of such obligation or to recover damages therefor.

Section 5.5 Late Payments. See Section 12.6.

ARTICLE VI
INSURANCE AND NEGLIGENCE

Section 6.1 Liability Insurance. Upon receipt of possession of the Equipment, Lessee shall take measures as may be necessary to ensure that any liability for injuries to or death of any Person or damage to or loss of property arising out of or in any way relating to the condition or operation of the Equipment or any part thereof, is covered by a blanket or other general liability insurance policy maintained by Lessee. The Net Proceeds of all such insurance shall be applied toward extinguishment or satisfaction of the liability with respect to which any Net Proceeds may be paid.

Section 6.2 Property Insurance. Upon receipt of possession of the Equipment, Lessee shall have and assume the risk of loss with respect thereto. Lessee shall procure and maintain continuously in effect during
the Term of this Lease, all-risk insurance, subject only to the standard exclusions contained in the policy, in such amount as will be at least sufficient so that a claim may be made for the full replacement cost of any part thereof damaged or destroyed. Such insurance may be provided by a rider to an existing policy or under a separate policy. Such insurance may be written with customary deductible amounts. The Net Proceeds of insurance required by this Section shall be applied to the prompt repair, restoration or replacement of the Equipment, or to the purchase of the Equipment, as provided in Section 6.6. Any Net Proceeds not needed for those purposes shall be paid to Lessee.

Section 6.3 Worker's Compensation Insurance. If required by State law, Lessee shall carry worker's compensation insurance covering all employees on, in, near or about the Equipment, and upon request, shall furnish to Lessor certificates evidencing such coverage throughout the Term of this Lease.

Section 6.4 Requirements for all Insurance. All insurance policies (or riders) required by this Article shall be taken out and maintained with responsible insurance companies organized under the laws of one of the states of the United States and qualified to do business in the State; and shall contain a provision that the insurer shall not cancel or revoke coverage thereunder without giving written notice to the insured parties at least ten (10) days before the cancellation or revision becomes effective. All insurance policies or riders required by Section 6.3 shall name Lessee as insured party. Lessee shall deposit with Lessor policies (or riders) evidencing any such insurance procedure by it, or a certificate or certificates of the respective insurers stating that such insurance is in full force and effect. Before the expiration of any policy (or rider), Lessee shall furnish to Lessor evidence that the policy has been renewed or replaced by another policy conforming to the provisions of this Article, unless such insurance is not obtainable in which event Lessee shall notify Lessor of this fact.

Section 6.5 Lessee's Negligence. Lessee assumes all risks and liabilities, whether or not covered by insurance, for loss or damage to the Equipment and for injury to or death of any Person or damage to any property, whether such injury or death be with respect to agents or employees of Lessee or of third parties, and whether such property damage be to Lessee's property or property of others, which is proximately caused by the negligent conduct of Lessee, its officers, employees and agents. Lessee hereby assumes responsibility for and agrees to reimburse Lessor for all liabilities, obligations, losses and damages, penalties, claims, actions, costs and expenses (including reasonable attorneys' fees) of whatsoever kind and nature, imposed on, incurred by or asserted against Lessor that in any way relate to or arise out of a claim, suit, or proceeding based in whole or in part upon the negligent conduct of Lessee, its officers, employees and agents, to the maximum extent permitted by law.

Section 6.6 Damage to or Destruction of Equipment. If after delivery of the Equipment to Lessee all or any part of the Equipment is lost, stolen, destroyed or damaged beyond repair, Lessee shall as soon as practicable after such event, replace the same as at Lessee's sole cost and expense with equipment of equal or greater value to the Equipment immediately prior to the time of the loss occurrence. Such replacement equipment to be subject to Lessor's reasonable approval. Whereupon such replacement shall be substituted in this Lease by appropriate endorsement, subject to the provisions of Section 12.7 hereof. Lessee shall notify Lessor of which course of action it will take within fifteen (15) days after the loss occurrence. If Lessee fails or refuses to notify Lessor within the required period, Lessor may, at its option, exercise its remedies under Article XII hereof. The Net Proceeds of all insurance payable with respect to the Equipment shall be available to Lessee and shall be used to discharge Lessee's obligations under this Section.

Section 6.7 Cooperation of Lessor. The Lessor shall cooperate fully with the Lessee at the sole expense of the Lessee, in filing any proof of loss with respect to any insurance policy covering the casualties described in this Section. To the extent it may lawfully do so, the Lessor will permit the Lessee to litigate in any proceeding resulting therefrom and the name of it and on behalf of the Lessor, provided that the Lessee has been indemnified from all costs and expenses thereof, including without limitation, reasonable counsel fees incurred by the Lessee in connection with any such litigation in its name. In no event will the Lessor voluntarily adjudicate or consent to the settlement of any proceeding, arising out of any insurance claim with respect to the Equipment or any part thereof, without the written consent of the Lessee.

ARTICLE VII
OTHER OBLIGATIONS OF LESSEE

Section 7.1 Use: Permits. Lessee shall exercise due care in the installation, use, operation and maintenance of the Equipment, and shall not install, use, operate or maintain the Equipment improperly, carelessly, in violation of any State or Federal Law or for a purpose or in a manner contrary to that contemplated.
by this Lease. Lessee shall obtain all permits and licenses necessary of the installation, operation, possession and use of the Equipment. Lessee shall comply with all State and Federal Laws applicable to the installation, operation, possession and use of the Equipment, and if compliance with any such State or Federal Law requires changes or additions to be made to the Equipment, such changes or additions shall be made by Lessee at its expense.

Section 7.2 Maintenance of Equipment by Lessee. Lessee shall, at its own expense, maintain, preserve and keep the Equipment in good repair, working order and condition, and shall from time to time make all repairs and replacements necessary to keep the Equipment in such condition. Lessor shall have no responsibility for any of these repairs or replacements.

Section 7.3 Taxes, Other Governmental Charges and Utility Charges. (a) Except as expressly limited by this Section, Lessee shall pay all taxes and other charges of any kind whatsoever which are at any time lawfully assessed or levied against or with respect to the Equipment, the Lease-Purchase Payments or any part thereof, or which become due during the Term of this Lease, whether assessed against Lessee or Lessor. Lessee shall also pay when due all gas, water, steam, electricity, heat, power, telephone, and other charges incurred in the operation, maintenance, use, occupancy and upkeep of the Equipment, and all special assessments and charges lawfully made by any governmental body for public improvements that may be incurred by a lien of the Equipment, provided that with respect to special assessments or other governmental charges that may lawfully be paid in installments over a period of years, Lessee shall be obligated to pay only such installments as are required to be paid during the Term of this Lease and when the same become due. Lessee shall not be required to pay any federal, state or local income, inheritance, estate, succession, transfer, gift, franchise, gross receipts, profit, excess profit, capital stock, corporate or other similar tax payable by Lessor, its successors or assigns, unless such tax is made in lieu of or as a substitute for any tax, assessment or charge which is the obligation of Lessee under this Section.

(b) Lessee may, at its own expense and in its own name, in good faith contest any such taxes, assessments, utility or other charges so contested to remain unpaid during the period of such contest and any appeal therefrom unless Lessor shall notify Lessee that, in the opinion of Independent Counsel, by nonpayment of any such items the interest of Lessor in the Equipment will be materially endangered or the Equipment or any part thereof will be subject to loss for forfeiture, in which event Lessee shall promptly pay such taxes, assessments, utility or other charges or provide Lessor with full security against any loss which may result from nonpayment, in the form satisfactory to Lessor.

Section 7.4 Advances. If Lessee shall fail to perform any of its obligations under this Article, Lessor may, but shall not be obligated to, take such action as may be necessary to cure such failure, including the advancement of money, and Lessee shall be obligated to repay all such advances on demand, with interest at the rate of 18.0% per annum or the maximum rate permitted by law, whichever is less, from the date of the advance to the date of repayment.

Section 7.5 Disbursements. (a) As payments are required for the Equipment under this Lease, the Lessee as the agent for the Lessor shall prepare and submit a Certificate of Acceptance of Lessee with a Request for Disbursement of Funds to the Lessor. (b) The Lessor shall permit the withdrawal of funds requested in the Request for Disbursement of Funds, and such funds shall be applied to the payment of the Cost of the Equipment.

ARTICLE VIII
TITLE

Section 8.1 Title. During the Term of this Lease, legal title to the Equipment and any all repairs, replacements, substitutions and modifications to it shall be in Lessee's name subject to Lessor's interest. Upon termination of this Lease for any of the reasons specified in Section 4.2 (b), Lessor's interest in the Equipment shall terminate, and Lessor shall execute and deliver to Lessee such documents as Lessee may request to evidence the termination of Lessor's security or other interest in the Equipment.

Section 8.2 Security Interest. Lessor shall have and retain a security interest under the Uniform Commercial Code, Certificate of Title or other applicable State or Federal Law in the Equipment, the proceeds thereof and all repairs, replacements, substitutions and modifications thereto or thereof pursuant to Section 8.5, in order to secure Lessee's payment of all Lease-Purchase Payments due during the Term of this Lease and the
performance of all other obligations herein to be performed by Lessee. Lessee will join with Lessor in executing such financing statements or other documents and will perform such acts as Lessor may request to establish and maintain a valid security interest in the Equipment. If requested by Lessor, Lessee shall conspicuously mark the Equipment with appropriate lettering, labels or tags, and maintain such markings during the Term of this Lease, so as clearly to disclose Lessor’s security interest in the Equipment.

Section 8.3 Liens. During the Term of this Lease, Lessee shall not directly or indirectly, create, incur, assume or suffer to exist any mortgage, pledge, lien, chattel, encumbrance or claim on or with respect to the Equipment, other than the respective rights of Lessor and Lessee as herein provided and permitted.

Encumbrances. Except as expressly provided in Section 7.3 and this Article, Lessee shall promptly, at its own expense, take such action as may be necessary duly to discharge or remove any such mortgage, pledge, lien, charge, encumbrance or claim if the same shall arise at any time. Lessee shall reimburse Lessor for any expenses incurred by Lessor in order to discharge or remove any such mortgage, pledge, lien, charge, encumbrance or claim.

Section 8.4 Installation of Lessee’s Equipment. Lessee may at any time and from time to time, in its sole discretion and at its own expense, install other items of equipment in or upon the Equipment, which items shall be identified by tags or other symbols affixed thereto as property of Lessee. All such items so identified shall remain the sole property of Lessee, in which Lessor shall have no interest, and may be modified or removed by Lessee at any time provided that Lessee shall repair and restore any and all damage to the Equipment resulting from the installation, modification or removal of any such items. Nothing in this Lease shall prevent Lessee from purchasing items to be installed pursuant to this Section under a conditional sale or lease-purchase contract, or subject to a vendor’s lien or security agreement, as security for the unpaid portion of the purchase price thereof, provided that no such lien or security interest shall attach to any part of the Equipment.

Section 8.5 Modification of Equipment. Lessee shall at its own expense, have the right to make repairs to the Equipment, and to make repairs, replacements, substitutions and modifications to all or any part of the parts thereof. All such work and any part or component used or installed to make a repair or as a replacement, substitution or modification, shall thereafter comprise part of the Equipment and be subject to the provisions of the Lease. Such work shall not in any way damage the Equipment or cause it to be used for purposes other than those authorized under the provisions of State or Federal Law or those contemplated by this Lease; and the Equipment, upon completion of any such work shall be of a value which is not less than the value of the Equipment immediately prior to the commencement of such work. Any property for which a replacement or substitution is made pursuant to this Section may be disposed of by Lessee in such manner and on such terms as are determined by Lessee. Lessee will not permit any mechanic’s or other lien to be established or remain against the Equipment for labor or materials furnished in connection with any repair, replacement, substitution or modification made by Lessee pursuant to this Section; provided that if any such lien is established and Lessee shall first notify Lessor of Lessee’s intention to do so, Lessee may in good faith contest any lien filed or initiated against the Equipment, and in such event may permit the items so contested to remain undischarged and unsatisfied during the period such contest and any appeal therefrom unless Lessor shall notify Lessee that, in the opinion of Independent Counsel, by nonpayment of any such items, the interest of Lessor in the Equipment will be materially endangered by the Equipment or any part thereof will be subject to loss or forfeiture, in which event Lessor shall promptly pay and cause to be satisfied and discharged all such unpaid items or provide Lessor with full security against any such loss or forfeiture, in form satisfactory to Lessor. Lessee will cooperate fully with Lessee in any such contest.

Section 8.6 Personal Property. The Equipment is and shall at all times be and remain personal property notwithstanding that the Equipment or any part thereof may be or hereafter become in any manner affixed or attached to or embedded in or permanently rested upon real property or any building thereon or attached in any manner to what is permanently rested upon real property or any building thereon or attached in any manner to what is permanent by means of cement, plaster, nails, bolts, screws or otherwise.

ARTICLE IX WARRANTIES

Section 9.1 Selection of Equipment. The Equipment and the Contractor have been selected by Lessee, and Lessor shall have no responsibility in connection with the selection of the Equipment. Its suitability for the use intended by Lessee, the acceptance by the Contractor or its sales representative of the order submitted, or
any delay or failure by the Contractor or its sales representative to manufacture, deliver or install the Equipment for use by Lessee. Lessee authorized Lessor to add the serial number of the Equipment to Exhibit A when available.

Section 9.2 Installation and Maintenance of Equipment. Lessor shall have no obligation to install, erect, test, inspect, service or maintain the Equipment under any circumstances, but such actions shall be the obligation of Lessee or the Contractor.

Section 9.3 Contractor’s Warranties. Lessor hereby assigns to Lessee for and during the Term of the Lease, all of its Interest in all Contractor’s warranties and guarantees, express or implied, issued on or applicable to the Equipment, and Lessor hereby authorizes Lessee to obtain the customary services furnished in connection with such warranties and guarantees at Lessee’s expense.

Section 9.4 Patent Infringement. Lessor hereby assigns to Lessee for and during the Term of this Lease all of its interest in patent indemnity protection provided by any Contractor with respect to the Equipment. Such assignment of patent indemnity protection by Lessor to Lessee shall constitute the entire liability of Lessor for any patent infringement by Equipment furnished pursuant to this Lease.

Section 9.5 Disclaimer of Warranties. THE EQUIPMENT IS DELIVERED AS IS, AND LESSOR MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR FITNESS FOR THE USE CONTEMPLATED BY LESSEE OF THE EQUIPMENT, OR ANY OTHER REPRESENTATION OR WARRANTY WITH RESPECT TO THE EQUIPMENT.

ARTICLE X
PREPAYMENT

Section 10.1 When Available. Lessee shall have the option to prepay its obligations under this Lease on any Payment Date at an amount equal to the applicable Prepayment Price.

Section 10.2 Release of Lessor’s Interest. Upon the prepayment of Lessee’s obligations under this Lease in accordance with Section 10.1 hereof, Lessee shall have no further obligations under this Lease and this Lease shall terminate in accordance with Section 4.2(b). Thereupon the Lessor shall relinquish title to the Equipment in accordance with Section 8.1.

ARTICLE XI
ASSIGNMENT, SUBLEASING, MORTGAGING AND SELLING

Section 11.1 Assignment by Lessor. Except as otherwise provided herein, Lessor shall not assign its obligations under this Lease, and no purported assignment thereof shall be effective. All of Lessor’s rights, title and interest in and to this Lease, the Lease-Purchase Payments or other amounts due hereunder and the Equipment may be assigned and reassigned in whole or in part to one or more assignees or subassignees by Lessor at any time, without the consent of Lessee. No such assignment shall be effective as against Lessee unless and until the assignor shall have filed with Lessee a copy or written notice thereof identifying the assignee. Lessee shall pay all Lease-Purchase Payments due hereunder to or at the direction of Lessor or the assignee named in the most recent assignment or notice of assignment filed with Lessee. During the Lease Term, Lessee shall keep a complete and accurate record of all such assignments. In the event Lessor assigns participation in its right, title and interest in and to this Lease, the Lease-Purchase Payments and other amounts due hereunder and the Equipment, such participants shall be considered to be Lessor with respect to their participated shares thereof.

Section 11.2 Assignment and Subleasing by Lessee. Neither this Lease nor Lessee’s interest in the Equipment may be assigned by Lessee without the written consent of Lessor. However, the Equipment may be subleased by Lessee, in whole or in part, without the consent of Lessor, subject, however, to each of the following conditions:

(a) This Lease and the obligation of Lessee to make Lease-Purchase Payments hereunder, shall remain obligations of Lessee.
(b) The sublease shall assume the obligation of Lessee hereunder to the extent of the interest subleased.

(c) Lessee shall, within 30 days after the delivery thereof, furnish or cause to be furnished to Lessor a true and complete copy of such sublease.

(d) No sublease by Lessee shall cause the Equipment to be used for a purpose other than an essential governmental function authorized under the provisions of the Constitution and the laws of the State.

(e) No sublease shall cause the interest component of the Lease-Purchase Payments due with respect to the Equipment to become includable in gross income of the recipient for federal income tax purposes.

Section 11.3 Restriction on Mortgage or Sale of Equipment by Lessee. Except as provided in Section 11.2, Lessee will not mortgage, sell, assign, transfer, or convey the Equipment or any portion thereof during the Term of this Lease, or remove the same from its boundaries, without the written consent of Lessor.

ARTICLE XII
EVENTS OF DEFAULT AND REMEDIES

Section 12.1 Events of Default Defined. (a) The following shall be "events of default" under this Lease and the terms "events of default" and "default" shall mean, whenever they are used in this Lease, with respect to the Equipment, any one or more of the following events:

(i) Except as permitted by Section 12.7 hereof, failure by Lessee to pay any Lease-Purchase Payment or other payment required to be paid under this Lease at the time specified herein and the continuation of said failure for a period of three days after telephonic or telegraphic notice given by Lessor that the payment referred to in such notice has not been received, such telephonic or telegraphic notice to be subsequently confirmed in writing, or after written notice.

(ii) Failure by Lessee to observe and perform any covenant, condition, or agreement on its part to be observed or performed, other than as referred to in clause (i) of this Section, for a period of thirty (30) days after written notice specifying such failure and requesting that it be remedied has been given to Lessee by Lessor, unless Lessor shall agree in writing to an extension of such time prior to its expiration; provided, however, if the failure stated in the notice cannot be corrected within the applicable period, Lessor will not unreasonably withhold its consent to an extension of such time if corrective action is instituted by Lessee within the applicable period and diligently pursued until the default is corrected.

(iii) The filing by Lessee of a voluntary petition in bankruptcy, or failure by Lessee promptly to lift any execution, garnishment or attachment of such consequence as would impair the ability of Lessee to carry on its governmental or proprietary function or adjudication of Lessee as a bankrupt, or assignment by Lessee for the benefit of creditors, or the entry by Lessee into an agreement of composition with creditors, or the approval by a court of competent jurisdiction of a petition applicable to Lessee in any proceedings instituted under the provisions of the Federal Bankruptcy Statutes, as amended, or under any similar acts which may hereafter be enacted.

(b) The provisions of this Section 12.1 and Section 12.2 are subject to the following limitation: if by reason of force majeure Lessee is unable in whole or in part to carry out its obligation under this Lease with respect to the Equipment, other than its obligation to pay Lease-Purchase Payments with respect thereto which shall be paid when due notwithstanding the provisions of this paragraph, Lessee shall not be deemed in default during the continuance of such inability. The term "force majeure" as used herein shall mean, without limitation, the following: acts of god, strikes, lockouts or other labor disturbances; acts of public enemies; orders or restraints of any kind of the government of the United States of America or the State or their respective departments, agencies or officials, or any civil or military authority; insurrections, riots; landslides; earthquakes; fires; storms; droughts; floods; explosions; breakage or accidental injury to machinery, transmission pipes or canals; or any other cause or event not reasonably within the control of Lessee and not resulting from its negligence. Lessee agrees, however, to remedy with all reasonable dispatch the cause or causes preventing Lessee from carrying out its obligations under this Lease, provided that the settlement of strikes, lockouts and other labor disturbances shall be
entirely within the discretion of Lessee and Lessor shall not be required to make settlement of strikes, lockouts
and other labor disturbances by acceding to the demands of the opposing party or parties when such course is in
the judgment of Lessee unfavorable to Lessee.

Section 12.2 Remedies of Default. Whenever any event of default referred to in Section 12.1, causes
(i) to (iii) hereof shall have happened and be continuing with respect to the Equipment described on Exhibit A,
Lessor shall have the right, at its option and without any further demand or notice, to take one or any combination
of the following remedial steps:

(i) With or without terminating this Lease, re-enter and take possession of such Equipment and
exclude Lessee from using it; provided, however, that if this Lease has not been terminated, Lessor shall
return possession of such Equipment to Lessee when the event of default is cured; and provided further
that Lessee shall continue to be responsible for the Lease-Purchase Payments due with respect to such
Equipment during the Fiscal Year then in effect; or

(ii) With or without terminating this Lease, re-enter and take possession of such Equipment, and
sell, lease or sublease such Equipment or any part of it, holding Lessee liable for the difference between
(a) the sales price, rent and other amounts paid by the purchaser, Lessee or sublessee pursuant to such
sales agreement, lease or sublease and (b) the balance of the Lease-Purchase Payments and other
amounts owed by Lessee with respect to such Lease; provided, however, that nothing contained herein
shall impose an obligation upon Lessor so to sell, lease or sublease such Equipment and provided that
any excess proceeds from such disposition shall be retained by Lessor; or

(iii) With or without terminating this Lease, declare all Lease-Purchase Payments during the Fiscal
Year then in effect due or to become due with respect to such Lease in effect when the default occurs to
become immediately due and payable by Lessee, whereupon such Lease-Purchase Payments shall be
immediately due and payable; or

(iv) Take whatever action at law or in equity may appear necessary or desirable to collect the
Lease-Purchase Payments then due and thereafter to become due during the then current Fiscal Year of
Lessee with respect to such Lease, enforce performance and observance of any obligation, agreement
or covenant of Lessee under this Lease.

Section 12.3 Return of Equipment. Upon termination of the Lease prior to the payment of all Lease-
Purchase Payments, Lessee shall return the Equipment to Lessor in the condition, repair, appearance and working
order required in Section 7.2, in the following manner as may be specified by Lessor: (a) by delivering the
Equipment at Lessee's cost and expense to such place within the State as Lessor shall specify; or (b) by loading
such portion of the Equipment as are considered movable at Lessee's cost and expense, on board such carrier
as Lessor shall specify and shipping the same, freight prepaid, to the place specified by Lessor. If Lessee refuses
to return the Equipment in the manner designated, Lessor may repossess the Equipment and charge to Lessee
the costs of such repossession or pursue any remedy described in Section 12.2.

Section 12.4 No Remedy Exclusive. No remedy conferred upon or reserved to Lessor by this Article
is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other
remedy given under this Lease. No delay or omission to exercise any right or power accruing upon any default
shall impair any such right or power or shall be construed to be a waiver thereof by any such right and power.
Each remedy may be exercised from time to time and as often as may be deemed expedient by Lessor or its
assignee.

Section 12.5 Agreement to Pay Attorney's Fees and Expenses. In the event either party to this
Lease shall default under any of the provisions hereof and the nondefaulting party shall employ attorneys
and/or incur other expenses for the collection of monies or for the enforcement of performance or observance of
any obligation or agreement on the part of the defaulting party herein contained, the defaulting party agrees that it
will on demand therefor pay to the nondefaulting party the reasonable fee of such attorneys and/or such other
reasonable expenses so incurred by the nondefaulting party. In the event that legal proceedings relating to this
Lease are commenced in any court or before any other tribunal of competent jurisdiction, the reasonable legal
fees and other reasonable costs and expenses of the prevailing party shall be paid by the nonprevailing party on
demand of the prevailing party.
Section 12.6 Late Charges. Whenever any event of default referred to in Section 12.1, clause (i) hereof shall have happened and be continuing with respect to the Equipment described on Exhibit A, Lessor shall have the right, at its option and without any further demand or notice, to require a late payment charge equal one and one-half percent (1.5%) per month of the delinquent Rental Payment, and Lessee shall be obligated to pay the same immediately upon receipt of Lessor's written invoice therefor; provided, however, that this Section 12.6 shall not be applicable if or to the extent that the application thereof would affect the validity of this Lease.

Section 12.7 Non-Authorization of Funds. (a) Notwithstanding any provision in the Lease to the contrary, in the event that no funds or insufficient funds are appropriated by Lessee's governing body for the next fiscal year for Lease-Purchase Payments due under this Lease, this Lease shall terminate the end of such fiscal year on the last day of the fiscal year for which appropriations were received and Lessee shall return the Equipment to Lessor (at Lessee's expense, to a destination Lessor directs, in good working condition less normal wear and tear), and cancel this Lease by notice to such effect served not less than thirty (30) days prior to the end of the Lessee's fiscal year. Lessee shall notify Lessor of nonappropriation within thirty (30) days of its occurrence.

(b) Lessee and Lessor acknowledge and agree that the Lease-Purchase Payments hereunder shall constitute currently budgeting expenditures of Lessee from its capital expenditure fund or successor fund thereto, Lessee's obligations under this Lease shall be subject to Lessee's annual right to terminate that Lease, and shall not constitute a mandatory charge or requirement in any ensuing fiscal year beyond the then current fiscal year. No provision of this Lease shall be construed or interpreted as creating a general obligation or other indebtedness of Lessee within the meaning of any constitutional or statutory debt limitation. This Lease shall not directly or indirectly obligate Lessee to make any payments beyond those budgeted and appropriated from its general fund for Lessee's then current fiscal year. Lessee shall be under no obligation whatsoever to exercise its option to purchase the Equipment. No provision of this Lease shall be construed to pledge or create a lien on any class or source of Lessee monies.

ARTICLE XIII
ADMINISTRATIVE PROVISIONS

Section 13.1 Notices. All notices, certificates, legal opinions or other communications hereunder shall be sufficiently given and shall be deemed given when delivered or deposited in the United States mail in registered form with postage fully prepaid to the addresses specified below; provided, that Lessor and Lessee, by notice given hereunder, may designate different addresses to which subsequent notices, certificate, legal opinion or other communication will be sent.

Lessor: Marablant Bank Equipment Finance
7500 Parklawn Avenue, Suite 304
Minneapolis, MN 55435

Lessee: Winnebago County
404 Elm St., Rm 202
Rockford, Illinois 61101

Section 13.2 Financial Information. During the Term of this Lease, Lessee annually will provide Lessor with current financial statements, budgets, proof of appropriation for the ensuing fiscal year and such other financial information relating to the ability of Lessee to continue to pay Lease-Purchase Payments required under this Lease as may be requested by Lessor or its assignee.

Section 13.3 Binding Effect. This Lease shall inure to the benefit of and shall be binding upon Lessor and Lessee and their respective successors and assigns.

Section 13.4 Severability. In the event any provision of this Lease shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 13.5 Amendments, Changes, and Modification. This Lease may be amended or any of its terms modified only by written document duly authorized, executed, and delivered by Lessor and Lessee.
Section 13.6 **Captions.** The captions or headings in this Lease are for convenience only and in no way define, limit or describe the scope or intent of any provisions, articles, sections or clauses of this Lease.

Section 13.7 **Further Assurances and Corrective Instruments.** Lessor and Lessee agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for correcting any inadequate or incorrect description of the Equipment hereby leased or intended so to be, for carrying out the expressed intention of this Lease.

Section 13.8 **Execution in Counterparts.** This Lease may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 13.9 **Applicable Law.** This Lease shall be governed by and construed in accordance with the laws of the State.

Section 13.10 **Anti-Discrimination.** Lessor agrees not to discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, sexual orientation or physical defect or disability with regard to but not limited to employment, upgrading, promotion or transfer, recruitment or placement, advertising, layoffs or termination or selection for training.

Section 13.11 **Lessor and Lessee Representatives.** Whenever under the provisions of this Lease, the approval of the Lessor or the Lessee is required to take some action at the request of the other, such approval of such request shall be given by an Authorized Representative of the Lessor, for the Lessor, and by an Authorized Representative of the Lessee, for the Lessee. Any party hereto shall be authorized to rely on such approval of request.

IN WITNESS WHEREOF, Lessor has caused this Lease to be executed in its corporate name by its duly authorized officers; and Lessee has caused this Lease to be executed in its name by duly authorized officers, as of the date first above written.

MERCHANTS BANK EQUIPMENT FINANCE, a division of Merchants Bank, National Association, as Lessor

By ____________________________
Print or type full name
Signed _________________________
Its ____________________________

Winnebago County as Lessee

By ____________________________
Print or type full name
Signed _________________________
Its ____________________________
Title _________________________
EXHIBIT A
DESCRIPTION OF EQUIPMENT

(1) 2017 Case 821G Wheel Loader - Serial Number: TBD
EXHIBIT B
PAYMENT SCHEDULE

Commencement Date: 10/01/2017

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<td>2022 Totals</td>
<td>98,500.00</td>
<td>3,335.59</td>
<td>95,164.41</td>
<td></td>
</tr>
<tr>
<td>Grand Totals</td>
<td>226,512.65</td>
<td>23,967.33</td>
<td>202,545.32</td>
<td></td>
</tr>
</tbody>
</table>

TOTAL: 202,545.32
INTEREST RATE: 3.45%
*Amount due after payment of Lease-Purchase Payment due on the same day.
All amounts received by Lessor shall be applied first to late payment charges and expenses, then to accrued interest, and then to principal payments in inverse order, as determined by lessor, as permitted by law.
EXHIBIT C
ACCEPTANCE CERTIFICATE

The undersigned, being a duly appointed Lessee Representative, under the Lease Purchase Agreement dated as of 10/01/2017 (the "Lease"), by and between Merchants Bank Equipment Finance ("Lessor"), and the Winnebago County, ("Lessee"), hereby certifies on behalf of Lessee with respect to the Equipment to be acquired under Lease Exhibit A, that the portion of the Equipment described on the attachment to this Acceptance Certificate has been delivered and installed pursuant to and in accordance with said Lease and has been accepted by Lessee.

Dated: ____________________________

As Lessee: Winnebago County

Print or type full name

By

Signature

Its ____________________________

Title

Lease Purchase Agreement

10016
EXHIBIT C-1
REQUEST FOR DISBURSEMENT OF FUNDS

TO: Merchants Bank Equipment Finance ("Lessor")
7600 Parklawn Avenue, Suite 384
Minneapolis, MN 55435

FROM: Winnebago County ("Lessees")
404 Elm St., Rm 202
Rockford, Illinois 61101

The Lessee hereby requests disbursement of funds pursuant to the Lease Purchase Agreement dated 10/01/2017 (the "Lease"), between the Lessor and Lessee, as follows:

1. Amount to be disbursed: $202,545.32.
2. The payee(s) are Miller-Bradford & Risberg.
3. Purchase of the payment: Payment for property as described in the Lease and Exhibit C.
4. Bills, receipts, invoices or other documents evidencing the amount requested are attached hereto.
5. The Lessee hereby certifies that the amounts requested to be disbursed were properly incurred in connection with the acquisition of the Equipment as described in the Lease and were not subject of any previous request for disbursement.
6. This request is the final disbursement request.

Dated: ______________________________

LESSEE: Winnebago County

Print or type full name

By

Signature

Its.

Title
EXHIBIT D
OPINION OF COUNSEL

To: Merchants Bank Equipment Finance ("Lessor")
7600 Parklawn Avenue, Suite 384
Minneapolis, MN 55435

Re: Lease Purchase Agreement by and between Merchants Bank Equipment Finance, a division of
Merchants Bank, National Association ("Lessor") and the Winnebago County ("Lessee") dated as
of 10/01/2017.

Ladies and Gentlemen

I have acted as counsel to Lessee with respect to the Lease Purchase Agreement described above (the
"Lease") and various related matters, and in this capacity I have reviewed a duplicate original of the Lease and
various other documents. Based upon the examination of those and such other documents as we deem relevant,
it is our opinion that:

1. The Lessee is authorized and has power under State law to purchase, rent or otherwise provide
   personal property and has power under state law to enter into the Lease and to carry out the obligations
   thereunder and the transactions contemplated thereby.

2. The Lease has been duly authorized, approved, executed and delivered by and on behalf of
   Lessee, and the Lease is a valid and binding contract of Lessee enforceable in accordance with its terms, except
   to the extent such enforceability is limited by State and Federal laws affecting remedies and by bankruptcy,
   reorganization or other laws of general application relating to or affecting the enforcement of creditors’ rights.

3. The authorization, approval and execution of the Lease and all other proceedings of Lessee
   relating to the transactions contemplated thereby have been performed in accordance with all applicable open
   meeting laws, public bidding laws and all other applicable laws, rules and regulations of the State.

4. The execution of the Lease and the appropriation of moneys to pay the Lease-Purchase Payments
   coming due thereunder, does not result in the violation of any constitutional, statutory or other limitation relating to
   the manner, form or amount of indebtedness which may be incurred by Lessee.

5. There is no litigation, action, suit or proceeding threatened or pending before any court,
   administrative agency, arbitrator or governmental body, that challenges the organization or existence of Lessee;
   the authority of its officers; the proper authorization, approval and execution of the Lease and the other documents
   contemplated thereby; the appropriation of moneys to make Lease-Purchase Payments under the Lease for
   Lessee’s current Fiscal Year; or the ability of Lessee otherwise to perform its obligations under the Lease and the
   transactions contemplated thereby.

6. The Lease is not a general obligation debt of Lessee

Dated: ________________________________

Very truly yours,

[Signature]

[Original Document Signature]
Whereas, Winnabago County, (the "Governmental Entity"), a body politic and corporate duly organized and existing as a political subdivision, municipal corporation or similar public entity of the State of Illinois (the "State"), is authorized by the laws of the State to purchase, acquire and lease personal property for the benefit of the Governmental Entity and its inhabitants and to enter into contracts with respect thereto and

Whereas, in order to acquire such equipment, the Governmental Entity proposes to enter into a lease-purchase transaction pursuant to that certain governmental Equipment Lease-Purchase Agreement (the "Lease") with Merchants Bank Equipment Finance, a division of Merchants Bank, National Association, the form of which has been presented to the governing body of the Governmental Entity at this meeting.

Section 1. Approval of Documents. The form, terms and provisions of the Lease and all other schedules and exhibits attached thereto are hereby approved in substantially the form presented at this meeting, with such alterations, omissions and changes as shall be approved by counsel of the Governmental Entity or other members of the governing body of the Governmental Entity executing the same, the execution of such documents being conclusive evidence of such approval; and the persons holding the titles listed below or any other officer of the Governmental Entity who shall have the power to execute contracts on its behalf are hereby authorized and directed to execute, acknowledge, countersign and deliver the Lease and all exhibits attached thereto, and the Secretary/Clerk of the Governmental Entity is hereby authorized to attest to the foregoing and affix the seal of the Governmental Entity to such documents.

Section 2. Other Actions Authorized. The officers and employees of the Governmental Entity shall take all action necessary as reasonably required by the parties to the Lease to carry out, give effect to and consummate the transactions contemplated thereby and to take all action necessary to conform therewith, including, without limitation, the execution and delivery of any closing and other documents required to be delivered in connection with the Lease.

Section 3. No General Liability. Nothing contained in this Resolution, the Lease, or any other instrument or document executed in connection therewith imposes any pecuniary liability upon the Governmental Entity or any charge upon its general credit or against its taxing power, except to the extent that the payments payable under the Lease are special limited obligations of the Governmental Entity as provided in the Lease.

Section 4. Authorized Signatories. Following are the true names, correct titles and specimen signatures of the incumbent officers referred to in the foregoing resolution.

<table>
<thead>
<tr>
<th>Name (Print or Type)</th>
<th>Title (Print or Type)</th>
<th>Signature</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Section 5. Effective Date. This Resolution shall be effective immediately upon its approval and adoption. This Resolution was adopted and approved on .

Signature: Secretary/Clerk

Name Printed:

Date:
DATE: 10/01/2017
TO: Winnebago County
FROM: Merchants Bank Equipment Finance, a division of Merchants Bank, National Association ("MBEF")

****Provide a copy of this to your insurance agent and/or carrier****

Per Section #6 of the Lease-Purchase Agreement dated 10/01/2017 you are required to provide and maintain insurance coverage as summarized below. If you have questions, please reference the Lease or call your MBEF representative. Satisfactory evidence of insurance must be provided to MBEF before the lease schedules can be completed.

Equipment Description: (1) 2017 Case 821G Wheel Loader - Serial Number: TBD

Insurance Agent Name:
Address:
Address:
Phone Number:
Fax Number:

INSURANCE REQUIREMENTS SUMMARY

Merchants Bank, 7600 Parklawn Avenue, Suite 384, Minneapolis, MN 55435, and/or its assigns and/or its successors must be named as:

/xxx/ LOSS PAYEE for property damage coverage:

/xxx/ Fire/Lightning, extended coverage and vandalism/malicious mischief for $202,545.32 with a deductible to $1,000 acceptable.

Forward the completed certification to:

Merchants Bank Equipment Finance
7600 Parklawn Avenue, Suite 384
Minneapolis, MN 55435

MBEF Representative: Sally Laing
Telephone: (952) 837-4910
Fax: (855) 815-2660
Account Number: 102734002
REMIT TO: Merchants Bank Equipment Finance
PO Box 228
Winona, MN 55987

Winnebago County
404 Elm St., Rm 202
Rockford, Illinois 61101

Contract # 102734002

INVOICE

Invoice Date: 8/25/2017

Amount Due: $25,602.53

Payment: $25,602.53
Document Fee $0
Sales Tax: $0
Total Amount Due: $25,602.53

Due Date: Documentation sign date

First loan payment and applicable documentation fee must be made by check.
WINNEBAGO COUNTY, ILLINOIS

is true and accurate. Further, the undersigned certifies that the Bidder is not barred from bidding on this contract because of a violation of either 720 Illinois Compiled Statutes 5/33 E-3 or 5/33E-4; bid rigging or bid-rotating.

The Affiant deposes and says that he/she has examined and carefully prepared this bid/proposal and has checked the same in detail before submitting this bid/proposal, and that the statements contained herein are true and correct.

The Bidder, if awarded the contract, agrees to do all other things required by the contract documents, and that he will take in full payment as set forth in the bid.

WHEEL END LOADER BID

Make and Model: **Case 821G**

Lump Sum Price: $222,000.00

Lease Annual Payment, Including fees ($27,000 or less for 5 year Lease): $25,602.53

Balloon Payment at end of Lease: $98,500.00

(Copy of the lease must be included with the bid)

Delivery Date or Days: November 30th or Sooner

Warranty Details: **3 Years / 3,000 Hour Full Machine**

Extended Warranty Pricing, if applicable: N/A

Trade In Price for 2015 Case 821F Loader (SN NEF232094): $157,000.00

(A minimum of $137,195 payoff amount as of 10/1/17, to be made payable to Winnebago County)

Bidders must include all lease agreement documents and details, trade in value, delivery date and complete information (and price) on any offered extended warranty.

END OF BID FORM
RESOLUTION OF THE
COUNTY BOARD OF THE COUNTY OF WINNEBAGO, ILLINOIS

17-CR

SUBMITTED BY: PUBLIC WORKS COMMITTEE
SPONSORED BY: DAVE KELLEY

RESOLUTION FOR THE AWARD OF BID FOR
ROSCOE ROAD BRIDGE OVER THE ROCK RIVER SLOPE WALL REPAIRS
(SECTION 17-00647-00-BR)

WHEREAS, repairs are needed to the concrete slope wall at the west abutment for the bridge on Roscoe Road over the Rock River; and

WHEREAS six (6) bids were received at the Winnebago County Highway Department on September 1, 2017, for the concrete slope wall repair to the bridge on Roscoe Road over the Rock River, the low bid from O’Brien Civil Works, Inc., being as follows:

Thirty-nine thousand, five-hundred-ninety-five dollars and twenty-five cents ($39,595.25); and

WHEREAS it is in the public interest to award a bid for the concrete slope wall repair to the bridge on Roscoe Road over the Rock River.

NOW THEREFORE BE IT RESOLVED by the County Board of the County of Winnebago, Illinois that the low bid received on September 1, 2017 for Section 17-00647-00-BR from O’Brien Civil Works, Inc. in the amount of $39,525.25 is hereby awarded and that the County Board Chairman is authorized to execute on behalf of the County of Winnebago a contract with O’Brien Civil Works, Inc.; and

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

BE IT FURTHER RESOLVED that the Clerk of the County Board is hereby authorized to prepare and deliver certified copies of this Resolution to the Winnebago County Auditor, Treasurer and Engineer.
Respectfully submitted,
PUBLIC WORKS COMMITTEE

AGREE

Dave Kelley, Chairman
David Boomer
Burt Gerl
Dave Tassoni
Jim Webster

DISAGREE

Dave Kelley, Chairman
David Boomer
Burt Gerl
Dave Tassoni
Jim Webster

The above and foregoing Resolution was adopted by the County Board of the County of Winnebago, Illinois this _____ day of ______________, 2017.

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

ATTEST:

Margie Mullins, Clerk of the
County Board of the
County of Winnebago, Illinois
<table>
<thead>
<tr>
<th>Item No.</th>
<th>Item Description</th>
<th>Delivery</th>
<th>Unit</th>
<th>Quantity</th>
<th>Unit Price</th>
<th>Total</th>
<th>Unit Price</th>
<th>Total</th>
<th>Unit Price</th>
<th>Total</th>
<th>Unit Price</th>
<th>Total</th>
<th>Unit Price</th>
<th>Total</th>
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<td>1</td>
<td>Coree</td>
<td>Each</td>
<td>4</td>
<td>-</td>
<td>260.0000</td>
<td>1040.00</td>
<td>300.0000</td>
<td>1200.00</td>
<td>419.0000</td>
<td>1676.00</td>
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<td>Concrete Removal</td>
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<td>4</td>
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<td>-</td>
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<td>Traffic Control, Complete</td>
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<td>4</td>
<td>-</td>
<td>1500.0000</td>
<td>6000.00</td>
<td>1500.0000</td>
<td>6000.00</td>
<td>600000.00</td>
<td>600000.00</td>
<td>600000.00</td>
<td>600000.00</td>
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</tr>
</tbody>
</table>

Total Bid:  
As Estimated: 35,955.21 65,145.21 62,284.83 75,392.21 80,993.06 84,698.57  
As Calculated: 35,955.21 65,145.21 62,284.83 75,392.21 80,993.06 84,698.57
SEC 17-00647-00-BR (SN 101-3016)
LOCATION MAP

WCHD SN 63-24
Approximate Address: 5112 Bridge Street
0.35 E of Gleasman Road
Roscoe Township
Printed on: 9/1/2017

Document Path: Z:\17-00647-00-BR (Roscoe over Rock)\PWC Location Map.mxd
RESOLUTION of the
COUNTY BOARD OF THE COUNTY OF WINNEBAGO, ILLINOIS

Sponsored by: Dave Fiduccia
Submitted by: Public Safety

2017 CR

RESOLUTION AUTHORIZING THE WINNEBAGO COUNTY SHERIFF TO EXTEND THE CONTRACT FOR TOWING OF IMPOUNDS AND COUNTY VEHICLES

WHEREAS, in 2016 the Winnebago County Sheriff awarded a multi-year contract for Towing of Impounds and County Vehicles to A to Z Towing; and

WHEREAS, per the terms of Bid 16-2073, the contract is up for its first renewal period; and

WHEREAS, the Winnebago County Sheriff and A to Z Towing has agreed their fee schedule shall remain the same through the first renewal period of August 31, 2017 to August 31, 2018:

$85.00 ENTIRE COUNTY PER TOW
$85.00 SECTION ONE PER TOW
$85.00 SECTION TWO PER TOW
$0.00 COUNTY OWNED VEHICLES PER TOW

WHEREAS, the Public Safety Committee has determined that the funding for the aforementioned services is as follows:

13500 - 43350

NOW, THEREFORE, BE IT RESOLVED, by the County Board of the County of Winnebago, Illinois, that the Winnebago County Sheriff shall utilize A to Z Towing, 6905 Elm Avenue, Rockford, Illinois 61111 for Towing of Impounds and County Vehicles, and their contract is renewed through August 31, 2018.

BE IT FURTHER RESOLVED, the Clerk of the County Board is hereby authorized to prepare and deliver certified copies of this Resolution to the Director of Purchasing, Finance Director, Winnebago County Sheriff, and County Auditor.
Respectfully Submitted,  
PUBLIC SAFETY COMMITTEE

<table>
<thead>
<tr>
<th><strong>AGREE</strong></th>
<th><strong>DISAGREE</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>DAVE FIDUCCIA, CHAIRMAN</td>
<td>DAVE FIDUCCIA, CHAIRMAN</td>
</tr>
<tr>
<td>AARON BOOKER</td>
<td>AARON BOOKER</td>
</tr>
<tr>
<td>DAN FELLARS</td>
<td>DAN FELLARS</td>
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<tr>
<td>ELI NICOLOSI</td>
<td>ELI NICOLOSI</td>
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<td>DOROTHY REDD</td>
<td>DOROTHY REDD</td>
</tr>
<tr>
<td>FRED WESCOTT</td>
<td>FRED WESCOTT</td>
</tr>
</tbody>
</table>

The above and foregoing Resolution was adopted by the County Board of the County of Winnebago, Illinois this ____ day of ___________________________ 2017.

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

ATTESTED BY:  

________________________________________  
MARGIE M. MULLINS  
CLERK OF THE COUNTY BOARD  
OF THE COUNTY OF WINNEBAGO, ILLINOIS
RESOLUTION
of the
COUNTY BOARD OF THE COUNTY OF WINNEBAGO, ILLINOIS

SUBMITTED BY: PUBLIC SAFETY COMMITTEE

2017 CR

RESOLUTION AUTHORIZING EXECUTION OF A TERMINATION OF AN INTERGOVERNMENTAL AGREEMENT AMONG THE COUNTY OF WINNEBAGO, THE ILLINOIS DEPARTMENT OF HUMAN SERVICES AND THE ILLINOIS CRIMINAL JUSTICE INFORMATION AUTHORITY FOR OPERATION OF THE ILLINOIS CENTER OF EXCELLENCE FOR BEHAVIORAL HEALTH AND JUSTICE

WHEREAS, in 2015, the County of Winnebago, the Illinois Department of Human Services and the Illinois Criminal Justice Information Authority, entered into a renewed intergovernmental agreement to establish and maintain the Illinois Center of Excellence for Behavioral Health and Justice; and

WHEREAS, the Illinois Criminal Justice Information Authority has developed a conflict of interest and can no longer be a party to the intergovernmental agreement; and

WHEREAS, the County of Winnebago, the Illinois Department of Human Services and the Illinois Criminal Justice Information Authority have mutually agreed to terminate the intergovernmental agreement.

NOW, THEREFORE, BE IT RESOLVED, by the County Board of the County of Winnebago that the Chairman of the County Board of the County of Winnebago is authorized and directed to execute an Termination Agreement terminating the Intergovernmental Agreement among the County of Winnebago, the Illinois Department of Human Services and the Illinois Criminal Justice Information Authority for the establishment and operation of the Illinois Center of Excellence for Behavioral Health and Justice dated October 1, 2015, a copy of which is attached to this Resolution as Exhibit A.

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

BE IT FURTHER RESOLVED, that the Clerk of the County Board is hereby authorized to prepare and deliver certified copies of this Resolution to John Maki, Executive Director, Illinois Criminal Justice Information Authority, 300 W. Adams, Suite
200, Chicago, Illinois 60606 and to James T. Dimas, Secretary, Illinois Department of Human Services, 401 S. Clinton Street, 7th Floor, Chicago, Illinois 60607.

Respectfully submitted,

Public Safety Committee

_____________________________   _____________________________
Dave Fiduccia, Chairman

Aaron Booker      Dorothy Redd

Dan Fellars      Fred Wescott

Eli Nicolosi

The above and foregoing Resolution was adopted by the County Board of the County of Winnebago, Illinois, this _____ day of __________________________, 2017.

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

Attested by:

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

Regarding
INTERGOVERNMENTAL AGREEMENT
AMONG
THE COUNTY OF WINNEBAGO,
THE ILLINOIS DEPARTMENT OF HUMAN SERVICES,
AND
THE ILLINOIS CRIMINAL JUSTICE INFORMATION AUTHORITY
FOR THE ILLINOIS CENTER OF EXCELLENCE FOR BEHAVIORAL HEALTH AND JUSTICE

The County of Winnebago ("County"), the Illinois Department of Human Services ("DHS"), and the Illinois Criminal Justice Information Authority ("ICJIA"), hereby enter into this Termination Agreement of the Intergovernmental Agreement ("Agreement") which established and maintained the Illinois Center of Excellence for Behavioral Health and Justice ("Center") and was effective for the period of October 1, 2015, through September 30, 2019. The County, DHS, and ICJIA are collectively referred to herein as "Parties" or individually as a "Party".

RE bâtals

WHEREAS, the Agreement entered into by the Parties was to establish and maintain the Illinois Center of Excellence for Behavioral Health and Justice.

WHEREAS, the current Agreement, executed on September 4, 2015, was effective for the period of October 1, 2015, through September 30, 2019.

WHEREAS, the Illinois Criminal Justice Information Authority has developed a conflict of interest in being a Party to the Agreement.

WHEREAS, the Parties hereto have mutually agreed to terminate the Agreement.

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

1. **Termination.** The Parties agree to terminate the Agreement. The effective date of the termination is July 1, 2017. Effective as of the date of termination, the Agreement shall terminate and be of no further force and effect. Parties shall have no further obligations thereunder or with respect thereto, to the Agreement.

2. **Due Authorization.** Each Party hereto hereby represents and warrants that the signature to this Termination Agreement has been duly authorized by all necessary action on its part and that the signator executing this Termination Agreement on its behalf has the authority to execute the same and to bind it to the terms and conditions of this Termination Agreement.
3. **Severability.** If any term or other provision of this Termination Agreement is invalid, illegal or incapable of being enforced by any rule of law, or public policy, all other conditions and provisions of this Termination Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of this Agreement is not affected in any manner adverse to any Party. Upon such determination that any term or other provision is invalid; illegal or incapable of being enforced, the Parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner.

4. **Counterparts.** This Termination Agreement may be executed and delivered (including by email or facsimile transmission) in one or more counterparts, and by the different Parties hereto in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement.

5. **Entire Agreement.** This Termination Agreement constitutes the entire agreement among the Parties with respect to the Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Termination Agreement to be executed by their duly authorized representatives.

**COUNTY OF WINNEBAGO**

___________________________________  ______________________________________
Frank Haney      James T. Dimas
Chairman of the Winnebago County Board  Secretary
404 Elm Street, Suite 533    401 S. Clinton Street, 7th Floor
Rockford, IL  61101     Chicago, IL  60607
Date:  ______________    Date:  ______________

Attest:

___________________________________
Margie M. Mullins
Clerk of the County Board
of the County of Winnebago, Illinois
Date:  ______________

**ILLINOIS DEPARTMENT OF HUMAN SERVICES**

___________________________________
James T. Dimas
Secretary
401 S. Clinton Street, 7th Floor
Chicago, IL  60607
Date:  ______________

**ILLINOIS CRIMINAL JUSTICE INFORMATION AUTHORITY**

___________________________________
John Maki
Executive Director
300 W. Adams, Street, Suite 200
Chicago, IL  60606
Date:  ______________
RESOLUTION
of the
COUNTY BOARD OF THE COUNTY OF WINNEBAGO, ILLINOIS

SUBMITTED BY: PUBLIC SAFETY COMMITTEE

2017 CR

RESOLUTION AUTHORIZING EXECUTION OF INTERGOVERNMENTAL AGREEMENT SETTING FORTH THE RESPONSIBILITIES OF THE PARTIES FOR OPERATION OF THE ILLINOIS CENTER OF EXCELLENCE FOR BEHAVIORAL HEALTH AND JUSTICE

WHEREAS, in 2012 the County of Winnebago, in partnership with the Illinois Department of Human Services and the Illinois Criminal Justice Information Authority, established the Illinois Center of Excellence for Behavioral Health and Justice to support the efforts of the court system and to combat the effects of drug use and executed an intergovernmental agreement; and

WHEREAS, in 2015 said intergovernmental agreement was renewed; and

WHEREAS, it is necessary to set forth the responsibilities of the County and the University of Illinois for the day to day operations of the Illinois Center of Excellence for Behavioral Health and Justice; and

WHEREAS, it is in the best interest of the citizens of the County to establish the respective responsibilities of the County and the University of Illinois in the operation of the Illinois Center of Excellence for Behavioral Health and Justice.

NOW, THEREFORE, BE IT RESOLVED, by the County Board of the County of Winnebago that the Chairman of the County Board of the County of Winnebago is authorized and directed to execute an Intergovernmental Agreement Between the County of Winnebago and the Board of Trustees of the University of Illinois on behalf of the University of Illinois College of Medicine Rockford setting forth the responsibilities of the parties for the operation of the Illinois Center of Excellence for Behavioral Health and Justice, a copy of which is attached to this Resolution as Exhibit A.

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

BE IT FURTHER RESOLVED, that the Clerk of the County Board is hereby authorized to prepare and deliver certified copies of this Resolution to Michelle Rock, Director, Illinois Center of Excellence for Behavioral Health and Justice, 1601 Parkview,
Rockford, Illinois and Walter K. Knorr, Comptroller, the Board of Trustees of the University of Illinois.

Respectfully submitted,

Public Safety Committee

_____________________________
Dave Fiduccia, Chairman

Aaron Booker

Dorothy Redd

Dan Fellars

Fred Wescott

Eli Nicolosi

The above and foregoing Resolution was adopted by the County Board of the County of Winnebago, Illinois, this _____ day of __________________________, 2017.

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

Attested by:

Margie M. Mullins
Clerk of the County Board
of the County of Winnebago, Illinois
INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE COUNTY OF WINNEBAGO
AND
THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ILLINOIS
FOR THE ILLINOIS CENTER OF EXCELLENCE FOR BEHAVIORAL HEALTH AND JUSTICE

The County of Winnebago ("County") and the Board of Trustees of the University of Illinois ("University"), pursuant to the Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq., hereby enter into this Intergovernmental Agreement ("Agreement") to cooperate in the operation of the Illinois Center of Excellence for Behavioral Health and Justice (the "Center"). The County and University are collectively referred to herein as “Parties” or individually as a “Party”.

RECITALS

WHEREAS, various recommendations resulted from strategic planning meetings hosted by the Department of Human Services (DHS) in 2008-2010 at the regional and Statewide level held to better address the needs of individuals with mental illnesses and co-occurring substance use disorders who were involved with the criminal justice system;

WHEREAS, one of the recommendations was the creation of an Illinois Center of Excellence for Behavioral Health and Justice;

WHEREAS, a multidisciplinary group of stakeholders including, but not limited to DHS, the County, the University of Illinois College of Medicine at Rockford and ICJIA, as well as the Mental Health Court Association of Illinois, and Treatment Alternatives for Safe Communities met to discuss the purpose, products, feasibility and structure of the Center; and

WHEREAS, the Center has established a reputation for providing quality training, technical assistance, and information on issues related to persons with behavioral health disorders who are involved with the criminal justice system throughout the State of Illinois.

NOW, THEREFORE, the Parties agree as follows:

ARTICLE I
PURPOSE

1.1. Purpose. The purpose of this Agreement is to continue the collaborative relationship to continue the joint efforts for the operation of the Center, a program which provides training, technical assistance and information to facilitate appropriate responses to the needs of persons with behavioral
health disorders who are involved with the criminal justice system through promoting the Center; providing training, technical assistance and information throughout Illinois; compile and disseminate information and research consistent with the mission of the Center; pursue collaborations with criminal justice and behavioral health stakeholders; and perform all necessary functions to fulfill the purposes of this Agreement.

ARTICLE II

ILLINOIS CENTER OF EXCELLENCE EXECUTIVE DIRECTOR

2.1. **Executive Director.** The Center shall be managed by an Executive Director.

2.2. **Supervision of the Executive Director.** The direct supervisor of the Executive Director shall be the Chief Judge of the Circuit Court of the 17th Judicial Circuit, or his or her designee.

2.3 **Continuation of Agreement.** The Agreement dated December 8, 2011, between the County of Winnebago and the Circuit Court of the 17th Judicial Circuit, regarding employment and supervision of the Executive Director, shall continue to be followed by the County in the performance of this Intergovernmental Cooperation Agreement.

2.4. **Responsibilities of the Executive Director.** The Executive Director shall have the following responsibilities:

(a) Oversee the administration of the Center;

(b) Oversee all programming of the Center;

(c) Facilitate and develop a strategic plan for the Center in conjunction with the Advisory Board;

(d) Approve all Center contracts greater than $500 in value in consultation with his or her direct supervisor;

(e) Develop and implement a business plan for the Center;

(f) Seek funding, including grants, on behalf of the Center;

(g) Maintain all financial reports;

(h) Schedule all Advisory Board meetings;
(i) Maintain documentation (notices, agendas, minutes, etc.) of all Advisory Board meetings;

(j) Request legal consultation and representation through the County as needed;

(k) Manage media and governmental relations; and

(l) Appoint and remove members to the Advisory Board based on need of the Center and approval of the Parties.

(m) The Center shall comply with the provisions of the Procurement Code [30 ILCS 500/1 et seq.] pursuant to Section 3.5 of the Intergovernmental Cooperation Act [5 ILCS 220/3.5].

ARTICLE III

ADVISORY BOARD OF CENTER OF EXCELLENCE

3.1. The Center’s Advisory Board. The Center shall have an Advisory Board to assist the Center Executive Director with advice and expertise.

3.2. Composition of Advisory Board. The Advisory Board appointees shall serve until they resign or are removed. The Advisory Board may include one or more representatives from the following agencies, organizations or groups:

(a) Winnebago County

(b) University of Illinois College of Medicine at Rockford

(c) Special Supreme Court Advisory Committee on Justice and Mental Health Planning;

(d) Administrative Office of the Illinois Courts;

(e) Illinois Department of Human Services;

(f) Other members of the Illinois Judiciary, including retired members;

(g) Law enforcement;

(h) National Alliance on Mental Illnesses;

(i) Treatment community providers representatives; and
(j) Others with expertise useful to the Center.

ARTICLE IV
CONTRIBUTIONS AND RESPONSIBILITIES OF PARTIES

4.1. Contributions and Responsibilities of the Parties. The Parties shall each provide, among other things, expertise, supplies, and equipment for the benefit of the Center. Specifically, each Party shall provide the following contributions and shall have the following responsibilities.

(a) The County shall:

(i) Serve as the fiscal agent for the Center;

(ii) Hire the Center’s Executive Director as directed by the Advisory Board;

(iii) Hire any other Center staff as directed by the Center’s Executive Director in consultation with the Advisory Board;

(iv) Provide human resources and payroll functions for the Center’s staff including issuance of paychecks to staff;

(v) Provide timekeeping for staff;

(vi) Pay invoices on behalf of the Center as directed by the Center’s Executive Director;

(vii) Approve contracts for the Center for matters recommended by the Executive Director and Advisory Board;

(viii) Maintain the Center’s fund deposits and accounts;

(ix) Prepare quarterly financial reports and additional reports, including for grant compliance, as requested by the Advisory Board;

(x) Counter-sign all checks written by the Center Executive Director for amounts greater than $5000;

(xi) Provide legal consultation as needed to the Center’s Advisory Board and Executive Director; and
(xii) Maintain a general liability insurance policy for the Center.

(b) The University shall:

(i) Provide consultation, technical assistance and program support for the Center;

(ii) Provide office space and equipment for the Center’s staff pursuant to an agreement to be entered into by the County on behalf of the Center and the University;

(iii) Assist with identifying and securing regional and teleconference training sites;

(iv) Provide support staff to the Center the cost of which shall be reimbursed by the Center at an agreed-upon rate, and under agreed-upon terms, to be set forth in a written agreement or memorandum of understanding between the Center and the University;

(v) Provide research and evaluation staff to the Center the cost of which shall be reimbursed by the Center at an agreed-upon rate, and under agreed-upon terms, to be set forth in a written agreement or memorandum of understanding between the Center and the University;

(vi) Assist the Center with research and information identifying best practices consistent with the mission of the Center;

(viii) Assist the Center with developing performance measures for its work generally;

(ix) Host Advisory Board meetings; and

(x) Have access to all data collected by the Center.

4.2 Further Documents. The Parties agree to enter into such further written agreements as may be necessary or desirable in order to facilitate their contributions and to carry out their respective obligations as set forth in this Article IV or elsewhere in this Agreement. All such agreements shall be mutually agreed to by the Parties in form and substance.
ARTICLE V
LIABILITIES and IMMUNITIES

5.1 **Center Executive Director.** The Center’s Executive Director shall be deemed an employee of the County for purposes of unemployment insurance, workers compensation, all employment related claims including, but not limited to Title VII, Americans with Disabilities Act, Age Discrimination in Employment Act, the Illinois Human Rights Act and the Family and Medical Leave Act. The Center Executive Director shall enjoy the same immunities and indemnification as other County employees.

5.2 **Center Assistant Director.** The Center’s Assistant Director shall be deemed an employee of the County for purposes of unemployment insurance, workers compensation, all employment related claims including, but not limited to Title VII, Americans with Disabilities Act, Age Discrimination in Employment Act, the Illinois Human Rights Act and the Family and Medical Leave Act. The Center Assistant Director shall enjoy the same immunities and indemnification as other County employees.

5.3 **Advisory Board Members Serving in their Official Capacities.** Each Advisory Board member of the Center shall serve on the Center’s Advisory Board in his/her capacity as an agent of his/her respective state agency, organization or county and in his/her respective ordinary course of business. Any liabilities arising from an Advisory Board member’s participation on the Center’s Advisory Board, including any errors, omissions, or negligent torts alleged to have occurred during the ordinary course of Center business, shall enjoy the indemnifications and or immunities available to him/her through his/her state agency, organization or county.

ARTICLE VI
TERM AND TERMINATION

6.1 **Term.** This Agreement shall begin on July 1, 2017 and, unless otherwise terminated by the Parties, shall continue through September 30, 2021.

6.2 **Termination.**

(a) This Agreement may be terminated by any Party for any or no reason upon 120 days’ prior written notice to the other Party.

(b) In the event any Party breaches this Agreement and fails to cure such breach within ten (10) days’ written notice thereof from the non-breaching Party, any non-breaching Party may terminate its participation in this Agreement upon written notice to the Party.
ARTICLE VII
MISCELLANEOUS

7.1. **Renewal.** This Agreement may be renewed for additional periods by mutual consent of the Parties, expressed in writing and signed by the Parties.

7.2. **Amendments.** This Agreement may be modified or amended at any time during its term by mutual consent of the Parties, expressed in writing and signed by the Parties.

7.3. **Severability.** If any provision of this Agreement is declared invalid, its other provisions shall not be affected thereby.

7.4. **Applicable Law and Severability.** This Agreement shall be governed in all respects by the laws of the State of Illinois. If any provision of this Agreement shall be held or deemed to be or shall in fact be inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions or in all cases because it conflicts with any other provision or provisions hereof or any constitution, statute, ordinance, rule of law or public policy, or for any reason, such circumstance shall not have the effect of rendering any other provision or provisions contained herein invalid, inoperative or unenforceable to any extent whatsoever. The invalidity of any one or more phrases, sentences, clauses, or sections contained in this Agreement shall not affect the remaining portions of this Agreement or any part thereof. In the event that this Agreement is determined to be invalid by a court of competent jurisdiction, it shall be terminated immediately.

7.5. **Records Retention.** The Parties shall maintain for a minimum of five (5) years from the later of the date of final payment under this Agreement, or the expiration of this Agreement, adequate books, records and supporting documents to comply with 89 Ill. Adm. Code 509. If an audit, litigation or other action involving the records is begun before the end of the five-year period, the records shall be retained until all issues arising out of the action are resolved.

7.6. **No Personal Liability.** No member, official, trustee, employee or agent of the County or University shall be individually or personally liable in connection with this Agreement.

7.7. **Assignment; Binding Effect.** This Agreement, or any portion thereof, shall not be assigned by either of the Parties without the prior written consent of the other Party. This Agreement shall inure to the benefit of and shall be binding upon the County and University and their respective successors and permitted assigns.

7.8. **Precedence.** In the event there is a conflict between this Agreement and any of the exhibits hereto, this Agreement shall control. In the event there is a conflict between this Agreement and relevant statute(s) or Administrative Rule(s), the relevant statute(s) or rule(s) shall control.
7.9. **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties; no promises, terms, or conditions not recited, incorporated or referenced herein, including prior agreements or oral discussions, shall be binding upon either Party.

7.10. **Notices.** All written notices required under this agreement shall be made by electronic mail to the e-mail addresses set forth below or at the email of the designee for each Party.

- **To the County:** Amanda Hamaker  
ahamaker@wincoil.us

- **To University:** Alex Stagnaro-Green  
  asg@uic.edu

7.11. **Availability of Appropriations.** Pursuant to 30 ILCS 500/20-60, the Parties’ respective obligations hereunder shall cease immediately, without penalty, if: (a) the Illinois General Assembly fails to make an appropriation sufficient to pay such obligations; (b) adequate funds are not appropriated by the Illinois General Assembly or granted to the respective Parties by other funding sources to allow the respective Parties to fulfill their obligations under this Agreement; or (c) funds appropriated are de-appropriated or not allocated. If any State agency contract is paid for in whole or in part with federal aid funds, grants, or loans and the provisions of this subsection would result in the loss of those federal-aid funds, grants, or loans, then the contract is exempt from the provisions of this subsection in order to remain eligible for those federal-aid funds, grants, or loans.

7.12. **Headings.** Section and other headings contained in this Agreement are for reference purposes only and are not intended to describe, interpret, define or limit the scope, extent or intent of this Agreement or any provision hereof.

7.13. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be considered to be one and the same agreement, binding on all Parties hereto, notwithstanding that all Parties are not signatories to the same counterpart.
IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives.

**COUNTY OF WINNEBAGO**

Frank Haney  
Chairman of the Winnebago County Board  
404 Elm Street, Suite 533  
Rockford, IL 61101

Date: __________________

**THE BOARD OF TRUSTEES, OF THE UNIVERSITY OF ILLINOIS**

Walter K. Knorr  
Comptroller

Date: __________________

Attest:

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

Date: _________________
RESOLUTION
of the
COUNTY BOARD OF THE COUNTY OF WINNEBAGO, ILLINOIS

SUBMITTED BY: PUBLIC SAFETY COMMITTEE

2017 CR

RESOLUTION AUTHORIZING EXECUTION OF INTERGOVERNMENTAL AGREEMENT TO CONTINUE THE OPERATION OF THE ILLINOIS CENTER OF EXCELLENCE FOR BEHAVIORAL HEALTH AND JUSTICE

WHEREAS, in 2012 the County of Winnebago, in partnership with the Illinois Department of Human Services and the Illinois Criminal Justice Information Authority, established the Illinois Center of Excellence for Behavioral Health and Justice to support the efforts of the court system and to combat the effects of drug use and executed an intergovernmental agreement; and

WHEREAS, in 2015 said intergovernmental agreement was renewed; and

WHEREAS, it is in the best interest of the citizens of the County to continue to operate and maintain the Illinois Center of Excellence for Behavioral Health and Justice; and

WHEREAS, it is in the best interest of the citizens of the County to renew the intergovernmental agreement to continue the operation of the Illinois Center of Excellence for Behavioral Health and Justice.

NOW, THEREFORE, BE IT RESOLVED, by the County Board of the County of Winnebago that the Chairman of the County Board of the County of Winnebago is authorized and directed to execute an Intergovernmental Agreement Between the County of Winnebago and the Board of Trustees of the University of Illinois on behalf of the University of Illinois College of Medicine Rockford continuing to operate the Illinois Center of Excellence for Behavioral Health and Justice, a copy of which is attached to this Resolution as Exhibit A.

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

BE IT FURTHER RESOLVED, that the Clerk of the County Board is hereby authorized to prepare and deliver certified copies of this Resolution to Michelle Rock, Director, Illinois Center of Excellence for Behavioral Health and Justice, 1601 Parkview, Rockford, Illinois and Walter K. Knorr, Comptroller, the Board of Trustees of the University of Illinois.
Respectfully submitted,

Public Safety Committee

_____________________________
Dave Fiduccia, Chairman

_____________________________   _____________________________
Aaron Booker      Dorothy Redd
_____________________________   _____________________________
Dan Fellars      Fred Wescott
_____________________________
Eli Nicolosi

The above and foregoing Resolution was adopted by the County Board of the County of Winnebago, Illinois, this _____ day of __________________________, 2017.

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

Attested by:

_____________________________
Margie M. Mullins
Clerk of the County Board
of the County of Winnebago, Illinois
INTERGOVERNMENTAL AGREEMENT BETWEEN
THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ILLINOIS
AND
WINNEBAGO COUNTY ON BEHALF OF THE ILLINOIS CENTER OF EXCELLENCE FOR
BEHAVIORAL HEALTH AND JUSTICE

This Agreement ("Agreement") is made and entered into by and between The Board of Trustees of the University of Illinois, a public body, corporate and politic of the State of Illinois ("UNIVERSITY"), on behalf of the University of Illinois College of Medicine at Rockford ("COM-R"), and County of Winnebago ("COUNTY"), for itself and on behalf of The Illinois Center of Excellence for Behavioral Health and Justice ("COE") pursuant to the Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.). UNIVERSITY and COUNTY may also collectively be referred to herein at times as “the Parties” and individually as “a Party”.

Recitals

WHEREAS, this Agreement supersedes the previous Intergovernmental Agreement between UNIVERSITY and COUNTY on behalf of the COE which was entered on February 11, 2016.

WHEREAS, COUNTY, the Illinois Department of Human Services, and the Illinois Criminal Justice Information Authority established COE for the purpose of compiling information about evidence-based practices and research, and providing technical assistance, resources, and training to improve systemic responses for persons with mental health and/or substance abuse disorders involved with the criminal justice system; and

WHEREAS, COUNTY is acting as the fiscal and administrative agent for COE for purposes of this Agreement and certain other matters relating to COE operations; and

WHEREAS, COM-R has been the home of a regional campus of University of Illinois College of Medicine, for the past 40 years; and

WHEREAS, COM-R has identified regional community service as a core part of its mission as a state-supported institution of higher education; and

WHEREAS, the public service, research, and teaching missions of the UNIVERSITY are aligned with the purposes and missions of COUNTY and COE; and

WHEREAS, COM-R, COE and COUNTY have established a collaborative relationship that includes, among other things, joint efforts relating to the operation of COE, membership by COM-R on the COE Advisory Board; and

WHEREAS, COE has established a reputation for providing quality training, technical assistance, and information on issues related to persons with behavioral health disorders who are involved with the criminal justice system throughout the State of Illinois; and

WHEREAS, the Parties desire by this Agreement to further establish a mutually beneficial and collaborative relationship to explore and exploit synergies in the treatment of persons with
mental health and/or substance use disorders, particularly in the area of improving such persons’ interactions with the criminal justice system; and

WHEREAS, in furtherance of their shared mission, COE wishes to locate its offices at COM-R and to utilize certain COM-R administrative and staffing resources for COE operations, and UNIVERSITY desires to house the COE offices on the COM-R campus, and to provide administrative and staffing resources to COE, all on the terms and conditions set forth in this Agreement;

NOW THEREFORE, in consideration of the mutual covenants, promises and agreements contained herein, including the above recitals, which shall be deemed a material part of this Agreement, the Parties agree as follows:

Article 1. License of Office Space

1.1 License Grant
During the Term (as defined in Article 2 below), and subject to all terms and conditions of this Agreement, UNIVERSITY hereby grants to COUNTY a no cost license for COE to use Room N103 (145 sq ft. more or less) and Room N104 (142 sq ft. more or less) in the building located at 1601 Parkview Ave., Rockford, Illinois 61107 (the “Building”).

1.2 Condition of Licensed Premises
COUNTY has examined the Licensed Premises and is satisfied with the condition thereof. No promise of the UNIVERSITY to alter, remodel, improve, and no representation respecting the condition of the Licensed Premises has been made by UNIVERSITY to COE or COUNTY, unless contained in this Agreement. Upon termination of this License by lapse of time or otherwise, COUNTY shall return the Licensed Premises and all UNIVERSITY equipment and fixtures therein in the same condition as on the date COUNTY took possession thereof, ordinary wear and tear excepted.

1.3 Use of Common Areas
COE will be listed on the Building directory and may use the common areas of the Building for ingress and egress to the Licensed Premises, and shall have access to and use of the restroom facilities in the Building. In addition, as needed and subject to availability, COE may use meeting rooms or other COM-R meeting space in the Building without additional expense. UNIVERSITY related activities will be given first priority for scheduling of meeting rooms.

1.4 Rules and Regulations for Use of Building and Licensed Premises
All rules and regulations which UNIVERSITY may, from time to time, reasonably adopt and promulgate for the governance and management of the Building and/or the Licensed Premises, and which are made known in writing to COE and COUNTY, are hereby made a part of this Agreement and shall be observed and performed by COE and COUNTY, their respective agents, employees and invitees, as if such rules and regulations were contained herein as covenants.

1.5 Permitted Use
The Licensed Premises shall be used exclusively by COE for the purpose of administering COE’s operations including COE’s client services, advisory board meetings, conference planning and execution, marketing and related general office use (“Permitted Use”). COUNTY covenants and agrees that it will not make or allow any use of the Licensed Premises other than the Permitted Use. UNIVERSITY professionals who may consult with COE under
separate agreements to be entered into by the Parties shall be given reasonable access to the Licensed Premises to facilitate the performance of such services.

COUNTY shall not use the Licensed Premises for any illegal purpose, or violate any statute, regulation, rule or order of any governmental body, having jurisdiction over COUNTY or UNIVERSITY, or create or allow to exist any nuisance or trespass, or do any act in or about the Licensed Premises, or bring anything onto or into the Licensed Premises or the Building which will in any way increase the rate of insurance on the Building, or deface or injure the Licensed Premises or the Building, or overload the floor of the License Premises.

COUNTY shall comply, and shall cause COE to comply, with all applicable laws, statutes, ordinances and regulations of governmental bodies, authorities and agencies, relating to COE’s use and occupancy of the Licensed Premises.

1.6 University’s Right to Substitute Space
UNIVERSITY, at its option, shall have the right during the Term to substitute other and substantially equivalent space within the Building. UNIVERSITY shall give COUNTY not less than ninety (90) days prior notice before making a substitution of space. The costs of installing COE’s office in such substituted space and incidental moving costs shall be borne by UNIVERSITY.

1.7 Alterations and Furnishing of Licensed Premises by UNIVERSITY
UNIVERSITY shall furnish the Licensed Premises with UNIVERSITY-standard office furniture and may make minor alterations to the Licensed Premises at its discretion which are essential to COUNTY’s operation. Any changes to the physical structure of the Licensed Premises or the Building, including the walls, painting, and electrical/mechanical services must first be approved in writing by the UNIVERSITY before any work is undertaken by COUNTY.

1.8 Damage or Theft of Personal Property
COUNTY agrees that all personal property brought into the Licensed Premises shall be at the risk of the COUNTY only and that the UNIVERSITY shall not be liable for theft thereof or any damages thereto occasioned from any act of any person, except as may be caused by negligence of the UNIVERSITY.

1.9 Telecommunications and Internet
1.9.1 COE will be granted internet connectivity in the Licensed Premises through the UNIVERSITY system for COE desktop and laptop computers used in the Licensed Premises, but will not utilize the UNIVERSITY website for its internet presence. All internet connectivity and usage by COE shall be in accordance with UNIVERSITY’S policies and terms of use. If COE, or persons working for COE, violate any of UNIVERSITY’S internet connectivity and usage policies or any applicable law(s) or regulations(s), UNIVERSITY shall notify COE, and may take all measures necessary to rectify such violation(s), including without limitation, temporary or permanent denial of access to UNIVERSITY’S internet system.

1.9.2 COE will be granted use of UNIVERSITY telephone lines in the Licensed Premises for use by COE. The number and location of the telephone lines that will be made available for use by COE shall be determined by UNIVERSITY. UNIVERSITY shall be under no obligation to add additional telephone lines or to change or upgrade the existing telephone service in the Licensed Premises to accommodate any telephone usage by COE.
In the event that telephone usage exceeds normal levels incidental to the day-to-day operations of COE, which shall include a reasonable number of out-of-area calls, the UNIVERSITY shall promptly notify COUNTY and COE in writing and may assess a surcharge to recoup direct costs incurred for such additional usage.

1.9.3 UNIVERSITY makes no representation or warranty to COUNTY or COE concerning any of the internet and telecommunications services provided to COE and COUNTY, for itself and on behalf of COE, hereby waives any claim for loss or damage due to temporary suspension or loss of such services and also in respect to any loss or destruction of data stored or maintained by COUNTY or COE on the UNIVERSITY system.

1.9.4 In the event that UNIVERSITY exercises its option to provide COUNTY with substitute space under Section 1.6 above, UNIVERSITY shall provide telephone lines and internet connectivity for use by COE in such substituted space.

Article 2.  Duration of Agreement
The initial term of this Agreement shall begin on July 1, 2017 (“Effective Date”) through September 30, 2018, and unless otherwise terminated as provided herein, this Agreement shall renew automatically for five (5) additional one-year terms that shall run from October 1st through September 30th (the initial term and each renewal term are referred to herein as the “Term”).

Article 3.  Termination of Agreement

3.1 Termination for Convenience
Either Party may terminate this Agreement for convenience, in its sole discretion, for any reason or no reason, upon one hundred twenty (120) days prior written notice to the other Party. In the event of termination for convenience by either Party, UNIVERSITY shall be paid for all services performed, and reimbursable costs incurred, under this Agreement up to the effective date of termination.

3.2 Termination for Cause
UNIVERSITY and COUNTY may terminate the Agreement for breach by the other Party if such breach is not cured within fifteen (15) days following service of a written notice of breach.

Article 4.  Compensation

4.1 Rate of Compensation
Services performed, and costs incurred by UNIVERSITY that are to be funded by COUNTY under this Agreement, will be paid by COUNTY on a cost reimbursement basis.

4.2 Method of Payment
COUNTY agrees to pay UNIVERSITY no less frequently than monthly for services rendered during the Term.

4.3 Method of Billing
UNIVERSITY will submit an appropriately itemized monthly invoice to COE for submission to COUNTY for all reimbursable expenses incurred. Payment shall be made within sixty (60) days of COUNTY’s receipt of UNIVERSITY’s invoice (“Due Date”). Payment shall be sent to the address indicated on the invoice.
4.4 Late Payments
UNIVERSITY may assess COUNTY a finance charge equal to the amount chargeable under the Illinois Prompt Payment Act on the unpaid balance of any invoice that is not paid within thirty (30) days of the Due Date.

Article 5. Administration and Notification
The Agreement Representatives named below shall be each Party’s authorized representative in all matters pertaining to procedures or the administration of the terms and conditions of this Agreement. All matters of interpretation and/or approval shall be directed to the Party’s Agreement Representative who will be the primary point of contact and coordinate any necessary response.

All communications hereunder shall be in writing and shall be sent by registered or certified mail, return receipt requested, or by an overnight courier service to the persons listed below. A notice shall be deemed to have been given when received at the specified notification address. Include the Agreement Number in any notifications.

UNIVERSITY Representative
Uma Sriram
Director of Finance and Accounting
UIC College of Medicine Rockford
1601 Parkview Avenue
Rockford, IL 61107
Tel: 815-395-5637
Fax: 815-395-5903
Email: usriram@uillinois.edu

COUNTY Representative
Amanda Hamaker
County Administrator
County of Winnebago
404 Elm Street
Rockford, Illinois 61101
Tel: 815-319-4243
Email: ahamaker@wincoil.us

With a copy to: COE Representative
University of Illinois
Capital Programs and Real Estate
Attn: Bruce Walden
506 Wright Street
Urbana, IL 61801
Michelle Rock, Executive Director
Illinois Center of Excellence for Behavioral Health and Justice
1601 Parkview Ave., Rm. N103
Rockford, Illinois 61107
Tel: 815-395-2140
Email: mrock@ilcoe.us

Article 6. Independent Contractor
COUNTY and UNIVERSITY are independent contractors with respect to each other and nothing herein shall create any association, partnership, joint venture or agency relationship between them.

Article 7. Discrepancies and Omissions
If there are any discrepancies and/or omissions regarding the scope of services to be provided, the UNIVERSITY and COUNTY shall obtain written clarification from the other Party before proceeding with the work affected by such discrepancies.
Article 8. Disclaimer; Limitation of Liability

UNIVERSITY MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, REGARDING ITS PERFORMANCE UNDER THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF THE MERCHANTABILITY, USE OR FITNESS FOR ANY PARTICULAR PURPOSE OF ANY SERVICES, GOODS, OR FACILITIES PROVIDED TO COUNTY UNDER THIS AGREEMENT. In no event shall UNIVERSITY be liable to COUNTY for any indirect, special, exemplary, consequential, or incidental damages or lost profits arising out of, or related to, this Agreement, even if it has been advised of the possibility of such damages. UNIVERSITY’s liability for direct damages for services shall in no event exceed the amount actually paid by the COUNTY for the portion of the services involved.

Article 9. Insurance

9.1 COUNTY Insurance

COUNTY shall maintain a policy or policies of insurance, or a program and plan of self-insurance, with the following coverage during the Term:

<table>
<thead>
<tr>
<th>Coverage</th>
<th>Minimum Limits of Liability</th>
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<tbody>
<tr>
<td>a. Worker’s Compensation &amp; Occupational Diseases</td>
<td>Statutory Limits</td>
</tr>
<tr>
<td>b. Employers’ Liability</td>
<td>$500,000 (Coverage B-6)</td>
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<tr>
<td>c. Commercial General Liability Insurance:</td>
<td></td>
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<tr>
<td>Bodily Injury (including personal injury),</td>
<td></td>
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<td>contractual liability; and premises liability</td>
<td>$1,000,000 each occurrence</td>
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<tr>
<td>Property Damage Liability</td>
<td>$1,000,000 each occurrence</td>
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<td></td>
<td>$2,000,000 annual aggregate</td>
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<td>$2,000,000 annual aggregate</td>
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</table>

Upon request, COUNTY agrees to furnish UNIVERSITY with a copy of its self-insurance plan and/or copies of certificate(s) of insurance. Nothing contained herein shall be construed as limiting, in any way, any agreement by the COUNTY to hold the UNIVERSITY harmless. No waiver of subrogation terms are included in the terms of this Agreement. COUNTY represents and warrants to UNIVERSITY that the insurance coverage provided by COUNTY pursuant to this Article 10.1 shall be applicable to the activities of COE, and any COUNTY employees who may perform services for COE, in respect to this Agreement.

COUNTY shall keep said insurance in full force until termination of this Agreement. Such insurance shall be modifiable or cancelable only on written notice from such insurance companies, or the administrator of COUNTY’s self-insurance plan, delivered to the UNIVERSITY not less than thirty (30) days in advance of cancellation or proposed policy/plan changes and/or modifications.

9.2 Other Insurance

At its option, COUNTY shall secure, pay for and maintain whatever Fire or Extended Coverage Insurance it may deem necessary to protect itself and COE against loss of any materials or equipment owned or rented by it, and its employees, customers, guests, and agents. COUNTY hereby agrees that all risk of loss to COUNTY or COUNTY’s employees’, and COUNTY or COE’s customers’, guests’, clients’ or agents’ property located on, in or about the Licensed Premises, including but not limited to loss from fire, explosion, malicious damage to property, flood, or other natural calamity, shall be borne by COUNTY.
9.3 University Insurance

By action of the Board of Trustees of the University of Illinois on August 1, 1976 a liability self-insurance Program and Plan were established, and most recently amended on June 9, 2011, for its employees, agents and servants. The Program and Plan documents are available on request. While the Program and Plan are in effect as to the date hereof, nothing contained herein shall be construed as precluding said Board of Trustees from modifying, revising, or canceling, in whole or part, the Program or the Plan; provided however, UNIVERSITY agrees to provide COUNTY with an advance 30-day public notice in the event that the Program or Plan is canceled in whole or in part.

Article 10. Force Majeure
Neither Party hereto shall be liable in damages for any delay or default in performing its respective obligations under this Agreement if such delay or default is caused by conditions beyond its control. Such conditions include but are not limited to, acts of God, government restrictions, strikes, fires, floods, or work stoppages, or acts or failures to act of third parties. So long as any such delay or default continues, the Party affected by the conditions beyond its control shall keep the other Party at all times fully informed concerning the matters causing the delay or default and the prospects of their ending.

Article 11. Use of Name
Neither Party shall use the name of the other Party for any advertising or marketing purpose without the prior written approval of the other Party.

Both Parties certify that they are in compliance with applicable provisions of the U.S. Civil Rights Act, the Americans with Disabilities Act, Section 504 of the U.S. Rehabilitation Act and the rules applicable to each. Both Parties shall comply with Executive Order 11246, entitled “Equal Employment Opportunity”, as amended by Executive Order 11375, and as supplemented by U.S. Department of Labor regulations (41 C.F.R. Chapter 60).

Article 13. Headings
The headings of the articles contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

Article 14. Assignment
This Agreement may not be assigned, in whole or in part, by either Party without the prior written approval of the other Party.

Article 15. Amendments
This Agreement shall not be amended, modified, altered or changed except by mutual agreement confirmed in writing and duly executed by UNIVERSITY and COUNTY.

Article 16. Compliance with Laws
Both Parties agree to comply with all applicable laws, statutes, regulations, rulings, or enactments of any governmental authority, including, but not limited to, the Anti-Kickback Statute (42 U.S.C. Section 1320a-7b(b)) and its regulations, and the Ethics in Patient Referrals Act (42 U.S.C. Section 1395nn) and its regulations (collectively, the “Laws”). If either Party believes in good faith that any provision of this Agreement shall cause a violation of any of the Laws, the Parties shall work in good faith to amend this Agreement to conform to the Laws. If the Parties are unable to agree on any such amendment, or if it is not possible to amend the
Agreement to comply with the Laws, then this Agreement shall immediately terminate. Neither Party to this Agreement, nor any of its affiliates, employees or agents, makes or is required to make any referrals of patients or clients to the other.

**Article 17. Governing Law, Jurisdiction and Venue**
This Agreement is to be governed and construed in accordance with the laws of the State of Illinois. Jurisdiction and venue for the resolution of any disputes relating to or arising out of this Agreement shall lie exclusively in the Illinois Court of Claims.

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

**Article 19. Entire Agreement**
This Agreement, attachments, amendments/addenda and incorporated references shall constitute the entire Agreement between the Parties with respect to the subject matter herein and supersedes all prior communications and writings with respect to the content of said Agreement.

**APPROVAL AND EFFECTIVE DATE**
This Agreement shall not be binding until signed by all Parties. The persons signing this Agreement represent and warrant that all articles including certifications are true and correct and that they have authority to bind their respective Parties.
THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ILLINOIS

By: _____________________________
Walter K. Knorr, Comptroller

Date: _____________________________

COUNTY OF WINNEBAGO FOR ITSELF AND ON BEHALF OF THE ILLINOIS CENTER OF EXCELLENCE FOR BEHAVIORAL HEALTH AND JUSTICE

By: _____________________________
Frank Haney, Chairman

Date: _____________________________

Attest:

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

Date: _____________________________