

OPERATIONS & ADMINISTRATIVE COMMITTEE AGENDA

Called by: Paul Arena, Chairman

Members: John Butitta, Valerie

Hanserd, Joe Hoffman, Keith McDonald

Michael Thompson, Christina Valdez

DATE: **WEDNESDAY, OCTOBER 1, 2025**

TIME: 5:30 PM

LOCATION: ROOM 303

COUNTY ADMINISTRATION BLDG

404 ELM STREET

ROCKFORD, IL 61101

AGENDA:

A. Call to Order

B. Roll Call

C. Approval of Minutes – September 18, 2025

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

E. Resolution Authorizing the Execution of an Agreement with Navitus to Provide Pharmacy Benefit Management Services

F. Resolution Authorizing a Lease Agreement for the Off-Site Elections Location

G. Resolution Awarding Architecture and Engineering Contract for Juvenile Detention Center Expansion Project

H. Resolution Awarding Replacement of Juvenile Detention Center Generator using Grant and CIP Funds
Cost: \$237,489

I. Discussion Item: Countywide Siren Program

J. Future Agenda Items

K. Adjournment

Winnebago County Board
Operations and Administrative Committee Meeting
County Administration Building
404 Elm Street, Room 303
Rockford, IL 61101

Thursday, September 18, 2025
5:30 PM

Present:

Valerie Hanserd, Vice Chairperson
John Butitta
Joe Hoffman
Michael Thompson
Christina Valdez

Others Present:

Patrick Thompson, County Administrator
Steve Schultz, Chief Financial Officer
Hope Edwards, Director, Purchasing (Staff Liaison)
Lafakeria Reuter, State's Attorney's Office
Chris Dornbush, Chief Operations Officer
Rick Ciganek, WCSO
Shawn Franks, Facilities
Tom Lawson, Circuit Clerk
Theresa Grennan, Treasurer
Todd Marshall, LEHP, Director, Environmental Health Improvement, WCHD
Dr. Sandra Martell, RN, DNP, Public Health Administrator, WCHD
John Giliberti, State's Attorney's Office
Ashley Spohr, Director, Community Development
John Sweeney, County Board Member

Absent:

Keith McDonald
Paul Arena, Chairperson

AGENDA:

- A. Call to Order
- B. Roll Call
- C. Approval of Minutes – August 28, 2025
- D. Public Comment – This is the time we invite the public to address the Operations and Administrative Committee with issues and concerns. We ask you to limit your comments to three minutes. Personal attacks or inappropriate language of any sort will not be tolerated. We will allow a maximum of five speakers on a first-come basis with sign-up at the meeting. Speakers may not address zoning matters which are pending before the ZBA, the Zoning Committee, or the County Board. Personnel matters or pending or threatened litigation may not be addressed in open session. An individual may speak a maximum of three times per calendar year on the same topic. This prohibition shall include the repetition of the same topic in a statement on what is purported to be a different topic. After acknowledgment by the chair, please stand and state your name. Thank you.
- E. Resolution Awarding Replacement of 3rd Floor Air Handler at Adult Probation Building Using CIP 2026 Funds
Cost: \$98,230
- F. Resolution Awarding Repairs to the Outdoor Warning Sirens County-Wide Using CIP 2026 Funds
Cost: \$129,143
- G. Discussion: Code Enforcement
- H. Discussion: Public Safety Building Roof Replacement
- I. Future Agenda Items
- J. Adjournment

Vice Chairperson Hanserd called the meeting to order at 5:30 PM.

Roll Call

Vice Chairperson Hanserd, yes; Mr. Butitta, yes; Mr. Hoffman, yes; Dr. Thompson, yes; Ms. Valdez, yes.

A quorum is present.

Approval of Minutes – August 28, 2025

Vice Chairperson Hanserd called for a motion to approve the minutes of August 28, 2025.

Motion: Ms. Valdez. Second: Mr. Hoffman.

Vice Chairperson Hanserd called for a vote to approve the minutes.

The motion was passed by a unanimous voice vote.

Public Comment

Vice Chairperson Hanserd omitted reading the Public Comment Section of the Agenda because no one was present to speak.

Resolution Awarding Replacement of 3rd Floor Air Handler at Adult Probation Building Using CIP 2026 Funds

Cost: \$98,230

Motion: Vice Chairperson Hanserd. Second: Dr. Thompson.

Mr. Patrick Thompson summarized the details of the resolution.

Vice Chairperson Hanserd called for any questions or concerns.

- A discussion followed concerning the resolution.

Vice Chairperson Hanserd called for a vote to approve the resolution.

The motion to approve the resolution was passed by a unanimous voice vote.

Resolution Awarding Repairs to the Outdoor Warning Sirens County-Wide Using CIP 2026 Funds

Cost: \$129,143

Motion: Vice Chairperson Hanserd. Second: Dr. Thompson.

Mr. Patrick Thompson reviewed the resolution.

Vice Chairperson Hanserd called for any questions or concerns.

- A discussion followed.
- Agenda Item – Maintenance of Outdoor Warning Siren Units

Vice Chairperson Hanserd called for a vote to approve the resolution.

The motion to approve the resolution was passed by a unanimous voice vote.

Discussion: Code Enforcement

Mr. Patrick Thompson stated that Ms. Spohr, Dr. Martell, and Mr. Marshall are present to discuss Code Enforcement. Vice Chairperson Hanserd called for Ms. Spohr, Dr. Martell, and Mr. Marshall to share information on code enforcement.

- A discussion followed.

Discussion: Public Safety Building Roof Replacement

Mr. Patrick Thompson discussed the need to replace the roof of the Public Safety Building. Mr. Franks and Mr. Dornbush were asked to provide more details.

- A discussion followed.

Future Agenda Items

No future items were reported.

Motion to Adjourn

Vice Chairperson Hanserd called for a motion to adjourn the meeting.

Motion: Dr. Thompson. Second: Ms. Valdez.

A unanimous voice vote passed the motion to adjourn.

The meeting was adjourned.

Respectfully submitted,

Nancy Bleile

Executive Assistant



Resolution Executive Summary

Prepared By: Human Resources Department
Committee: Operations and Administrative Committee
Committee Date: October 1, 2025
Board Meeting Date: October 9, 2025
Resolution Title: Resolution Authorizing the Execution of an Agreement with Navitus To Provide Pharmacy Benefit Management Services

Budget Information:

Was item budgeted? Yes	Appropriation Amount: See Financial Summary
If not, explain funding source:	
ORG/OBJ/Project Code: 48500-43150	

Background Information:

To ensure optimal value, transparency, and performance in our pharmacy benefits program, we are recommending a change to a new Pharmacy Benefit Manager (PBM). This move is driven by our commitment to controlling rising prescription costs, improving member experience, and aligning with a PBM partner that supports greater transparency and flexibility.

The broker submitted the RFP to Prime Therapeutics (the incumbent carrier), CVS through PPI (Public Promise), NACO Coalition, MedImpact, and Navitus.

The County has been with the PBM since January 1, 2021. By changing Pharmacy Benefit Managers (PBM) from Prime Therapeutics to Navitus, effective January 1, 2026, a cost avoidance of \$3.0M (23.6%) is projected over three years. Navitus will pass through 100% of all rebates, including manufacturer admin fees. The pharmacy network is unchanged. Formulary drug disruption is minimal, with less than 2.5% of members impacted.

Recommendation:

County Administrator, Patrick Thompson, and Human Resources Director, Debbie Crozier have reviewed the resolution presented to the Board and recommend its approval.

Contract/Agreement:

January 1, 2026-December 31, 2028

Staff Follow-Up: A detailed implementation plan is in place to ensure a smooth and timely transition with minimum disruption to employees and their dependents.

R E S O L U T I O N
of the
COUNTY BOARD OF THE COUNTY OF WINNEBAGO, ILLINOIS

Sponsored by: Paul Arena

Submitted by: Operations and Administrative Committee

2025 CR

**RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH NAVITUS TO PROVIDE
PHARMACY BENEFIT MANAGEMENT SERVICES**

WHEREAS, the Code of Ordinances for the County of Winnebago, Illinois, provides as in Section 2-357 (b) (1), Conditions for use. All procurements whose value equals or exceeds the competitive bidding threshold of \$30,000 shall be awarded by competitive sealed bidding in accordance with this section except as otherwise provided in 2-357(c) (Request for Proposals), 2-357(d) (Professional Services), 2-357(e) (Sole-Source), 2-357(f) (Emergency Procurements), 2-357 (g) (Cooperative Joint Purchasing) or as provided by State statute; and,

WHEREAS, the Human Resources Director worked with our broker to solicit RFP responses for a Pharmacy Benefit Manager (PBM); and,

WHEREAS, the evaluation team determined Navitis Health Solutions was the most cost effective for the County; and,

WHEREAS, this is a 3-year agreement with implementation January 1, 2026 through December 31, 2028; and,

WHEREAS, the Operations and Administrative Committee of the County Board for the County of Winnebago, Illinois recommends staff and legal proceed with a contract for the aforementioned agreement and recommends awarding to:

**NAVITUS HEALTH SOLUTIONS
361 INTEGRITY DRIVE
MADISON, WI 53717**

NOW, THEREFORE, BE IT RESOLVED, by the County Board of the County of Winnebago, Illinois, that the Director of Purchasing is authorized to execute an agreement, on behalf of the County of Winnebago, to Navitus Health Solutions, 361 Integrity Drive Madison, WI 53713.

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 Winnebago County Clerk, Human Resources Director, Director of Purchasing, Finance Director, County Board Office and County Auditor.

Respectfully Submitted,
OPERATIONS AND ADMINISTRATIVE COMMITTEE

AGREE

DISAGREE

PAUL ARENA, CHAIR

PAUL ARENA, CHAIR

VALERIE HANSERD, VICE CHAIR

VALERIE HANSERD, VICE CHAIR

JOHN BUTITTA

JOHN BUTITTA

JOE HOFFMAN

JOE HOFFMAN

KEITH McDONALD

KEITH McDONALD

MICHAEL THOMPSON

MICHAEL THOMPSON

CHRISTINA VALDEZ

CHRISTINA VALDEZ

The above and foregoing Resolution was adopted by the County Board of the County of Winnebago,
Illinois this ____ day of _____ 2025.

ATTESTED BY:

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

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

Financial Summary: Year 1

Year 1: 1/1/2026- 12/31/2026		Baseline	BCBSIL Traditional Broad Network Balanced	BCBSIL Pass-Through Broad Network Balanced	BAFO-BCBSIL Traditional Broad Network Balanced	Navitus Pass-Through Broad Network Key	BAFO-Navitus Pass-Through Broad Network Key
Drug Costs	Retail	\$2,301,171	\$2,218,246	\$2,196,206	\$2,214,819	\$2,272,438	\$2,261,173
	Retail 90	\$1,487,366	\$1,371,793	\$1,361,481	\$1,367,009	\$1,315,238	\$1,315,238
	Mail	\$335,913	\$316,367	\$316,367	\$316,367	\$308,228	\$308,228
	Specialty	\$2,191,550	\$2,038,070	\$2,038,070	\$2,024,661	\$1,915,005	\$1,915,005
	Total Drug Costs	\$6,316,000	\$5,944,476	\$5,912,123	\$5,922,856	\$6,011,908	\$5,799,644
Administrative Fee		\$0	\$0	\$202,511	\$0	\$186,440	\$186,440
Total Administrative Fee		\$0	\$0	\$202,511	\$0	\$186,440	\$186,440
Carve Out Fee		\$0	\$0	\$0	\$0	\$14,559	\$14,559
Total Carve Out Fee		\$0	\$0	\$0	\$0	\$14,559	\$14,559
Total Gross Cost before Rebates		\$6,316,000	\$5,944,476	\$6,114,634	\$5,922,856	\$6,011,908	\$6,000,643
Gross Cost before Rebates Savings Over Baseline (\$)			(\$371,524)	(\$201,366)	(\$393,144)	(\$304,092)	(\$315,357)
Gross Cost before Rebates Savings Over Baseline (%)			-5.9%	-3.2%	-6.2%	-4.8%	-5.0%
Rebates	Retail	(\$720,920)	(\$870,452)	(\$870,452)	(\$882,024)	(\$962,269)	(\$1,012,425)
	Retail 90	(\$765,275)	(\$826,795)	(\$826,795)	(\$834,406)	(\$665,067)	(\$700,458)
	Mail	(\$149,526)	(\$157,884)	(\$157,884)	(\$158,896)	(\$138,190)	(\$145,509)
	Specialty	(\$838,381)	(\$451,606)	(\$451,606)	(\$458,707)	(\$904,072)	(\$951,755)
	Total Rebates	(\$2,474,103)	(\$2,306,738)	(\$2,306,738)	(\$2,334,032)	(\$2,669,598)	(\$2,810,148)
Total Gross Cost		\$3,841,897	\$3,637,739	\$3,807,897	\$3,588,824	\$3,342,310	\$3,190,495
Gross Cost Savings Over Baseline (\$)			(\$204,159)	(\$34,001)	(\$253,073)	(\$499,587)	(\$651,402)
Gross Cost Savings Over Baseline (%)			-5.3%	-0.9%	-6.6%	-13.0%	-17.0%
BAFO Improvement (\$)					-\$48,915		-\$151,815

- Future changes in insulin products, biosimilars, and the PBM's formulary stance may impact the financial rebate projections.
- Rebate credits will apply. Rebate quotes do not account for the shift to lower WAC dugs and actual rebate dollars received will be lower than shown.

Financial Summary: 3 Years

3-Year: 1/1/2026- 12/31/2028		Baseline	BCBSIL Traditional Broad Network Balanced	BCBSIL Pass-Through Broad Network Balanced	BAFO-BCBSIL Traditional Broad Network Balanced	Navitus Pass-Through Broad Network Key	BAFO-Navitus Pass-Through Broad Network Key
Drug Costs	Retail	\$7,391,829	\$7,112,651	\$7,041,988	\$7,101,497	\$7,290,336	\$7,254,220
	Retail 90	\$4,774,747	\$4,388,022	\$4,355,071	\$4,372,450	\$4,214,828	\$4,214,828
	Mail	\$1,077,989	\$1,011,681	\$1,011,681	\$1,011,681	\$987,839	\$987,839
	Specialty	\$7,061,495	\$6,569,910	\$6,569,910	\$6,526,687	\$6,147,853	\$6,147,853
	Total Drug Costs	\$20,306,060	\$19,082,263	\$18,978,650	\$19,012,315	\$18,640,855	\$18,604,740
Administrative Fee		\$0	\$0	\$625,930	\$0	\$430,309	\$430,309
Total Administrative Fee		\$0	\$0	\$625,930	\$0	\$430,309	\$430,309
Carve Out Fee		\$0	\$0	\$0	\$0	\$39,677	\$39,677
Total Carve Out Fee		\$0	\$0	\$0	\$0	\$39,677	\$39,677
Total Gross Cost before Rebates		\$20,306,060	\$19,082,263	\$19,604,580	\$19,012,315	\$19,110,843	\$19,074,727
Gross Cost before Rebates Savings Over Baseline (\$)			(\$1,223,797)	(\$701,480)	(\$1,293,746)	(\$1,195,218)	(\$1,231,334)
Gross Cost before Rebates Savings Over Baseline (%)			-6.0%	-3.5%	-6.4%	-5.9%	-6.1%
Rebates	Retail	(\$2,180,970)	(\$2,809,170)	(\$2,809,170)	(\$2,845,437)	(\$3,142,898)	(\$3,369,971)
	Retail 90	(\$2,307,530)	(\$2,763,049)	(\$2,763,049)	(\$2,787,489)	(\$2,178,641)	(\$2,336,658)
	Mail	(\$449,994)	(\$501,724)	(\$501,724)	(\$504,841)	(\$452,831)	(\$485,715)
	Specialty	(\$2,681,604)	(\$1,612,530)	(\$1,612,530)	(\$1,636,936)	(\$2,972,887)	(\$3,188,920)
	Total Rebates	(\$7,620,099)	(\$7,686,473)	(\$7,686,473)	(\$7,774,703)	(\$8,747,257)	(\$9,381,264)
Total Gross Cost		\$12,685,961	\$11,395,790	\$11,918,107	\$11,237,612	\$10,363,586	\$9,693,463
Gross Cost Savings Over Baseline (\$)			(\$1,290,171)	(\$767,854)	(\$1,448,350)	(\$2,322,375)	(\$2,992,498)
Gross Cost Savings Over Baseline (%)			-10.2%	-6.1%	-11.4%	-18.3%	-23.6%
BAFO Improvement (\$)					-\$158,178		-\$670,123

- Future changes in insulin products, biosimilars, and the PBM's formulary stance may impact the financial rebate projections.
- Rebate credits will apply. Rebate quotes do not account for the shift to lower WAC dugs and actual rebate dollars received will be lower than shown.



Resolution Executive Summary

Prepared By: Purchasing Department
Committee: Operations & Administrative Committee
Committee Date: October 1, 2025
Board Meeting Date: October 9, 2025
Resolution Title: Resolution Authorizing a Lease Agreement for the Off-Site Elections Location

Was item budgeted? Yes	Amount Budgeted: \$778,680 Lease \$628,680 (5-year total) Construction Upgrades up to \$150,000
If not, explain funding source:	
ORG/OBJ/Project Code: 13001 - 43810	Descriptor: Election Facility Rental

Background Information: The Winnebago County Elections Department is in need of an off-site location for early voting and proper storage for necessary election equipment.

The County Clerk and team has researched and worked with a commercial realtor to evaluate multiple location options. The previously donated space for early voting was the most viable option. There are also statutory requirements for the location utilized for an early voting location and this location ensures that compliance. For your consideration today is a 5-year lease agreement for a location at 1965 Harlem Road, Loves Park, Illinois 61111, inside the Alpine and Harlem Shopping Center (See Resolution Exhibit A).

The base rent includes real estate taxes, insurance and common area maintenance (including landscaping, snow plowing, roof repair, and HVAC maintenance). The agreement also incorporates some necessary improvements to the location built into the expense to lease the building.

Lease Year	Monthly Base Rent	Annual Base Rent	Annual Base Rent per Square Foot of Premises
1	\$9,869.56	\$118,434.75	\$12.75
2	\$10,163.71	\$121,964.57	\$13.13
3	\$10,465.61	\$125,587.28	\$13.52
4	\$10,782.98	\$129,395.77	\$13.93
5	\$11,108.10	\$133,297.15	\$14.35

Recommended By: Lori Gummow, County Clerk

Follow-Up Steps: Lease agreement will be routed for appropriate signatures.

R E S O L U T I O N
of the
COUNTY BOARD OF THE COUNTY OF WINNEBAGO, ILLINOIS

Sponsored by: Paul Arena

Submitted by: Operations and Administrative Committee

2025 CR

RESOLUTION AUTHORIZING A LEASE AGREEMENT FOR THE OFF-SITE ELECTIONS LOCATION

WHEREAS, the Code of Ordinances for the County of Winnebago, Illinois, provides as in Section 2-357 (b) (1), Conditions for use. All procurements whose value equals or exceeds the competitive bidding threshold of \$30,000 shall be awarded by competitive sealed bidding in accordance with this section except as otherwise provided in 2-357(c) (Request for Proposals), 2-357(d) (Professional Services), 2-357(e) (Sole-Source), 2-357(f) (Emergency Procurements), 2-357 (g) (Cooperative Joint Purchasing) or as provided by State statute; and,

WHEREAS, the County Clerk has determined a need for elections space in relation to hosting off-site election services as well as secure storage; and,

WHEREAS, the County Clerk worked with a local realtor to tour multiple options, this location was deemed the most cost effective and compliant for election offsite locations; and,

WHEREAS, the agreement is a 5-year lease with options to terminate as well as construction remodeling costs incorporated into the existing space; and,

WHEREAS, the Operations and Administrative Committee of the County Board for the County of Winnebago, Illinois has reviewed the agreement (Resolution Exhibit A) for the aforementioned purchase and recommends awarding to:

DEKALB-HARLEM, LLC.
C/O FIRST MIDWEST GROUP
6801 SPRING CREEK ROAD, SUITE 3
ROCKFORD, IL 61114

NOW, THEREFORE, BE IT RESOLVED, by the County Board of the County of Winnebago, Illinois, that the Director of Purchasing is authorized to issue a County Purchase Order, on behalf of the County of Winnebago, in the amount of \$778,680 to DeKalb-Harlem, LLC. C/O First Midwest Group 6801 Spring Creek Road, Suite 3 Rockford, IL 61114.

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 Winnebago County Clerk, Director of Purchasing, Finance Director, Facilities Director, County Board Office and County Auditor.

Respectfully Submitted,
OPERATIONS AND ADMINISTRATIVE COMMITTEE

AGREE

DISAGREE

PAUL ARENA, CHAIR

PAUL ARENA, CHAIR

VALERIE HANSERD, VICE CHAIR

VALERIE HANSERD, VICE CHAIR

JOHN BUTITTA

JOHN BUTITTA

JOE HOFFMAN

JOE HOFFMAN

KEITH McDONALD

KEITH McDONALD

MICHAEL THOMPSON

MICHAEL THOMPSON

CHRISTINA VALDEZ

CHRISTINA VALDEZ

The above and foregoing Resolution was adopted by the County Board of the County of Winnebago,
Illinois this ____ day of _____ 2025.

ATTESTED BY:

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

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

LEASE

THIS LEASE ("Lease") is made as of _____, 2025 (the "Effective Date"), by and between DeKalb-Harlem, L.L.C., an Illinois limited liability company ("Landlord") and the County of Winnebago, Illinois, a body politic and corporate ("Tenant") (each referred to herein as a "Party" and collectively as the "Parties").

ARTICLE 1 BASIC LEASE PROVISIONS AND DEFINITIONS

1.1. Landlord's Notice Address:

DeKalb-Harlem, L.L.C.
c/o First Midwest Group
6801 Spring Creek Road, Suite 3
Rockford, IL 61114
Attention: President

With a copy to:

DeKalb-Harlem, L.L.C.
c/o First Midwest Group
6801 Spring Creek Road, Suite 3
Rockford, IL 61114
Attention: General Counsel

1.2. Tenant's Notice Address:

County of Winnebago, Illinois
404 Elm Street, Room 101
Rockford, IL 61101
Attention: Winnebago County Clerk

With a copy to:

Winnebago County State's Attorney's Office
400 W. State Street, Suite 804
Rockford, IL 61101
Attention: Chief of the Civil Bureau

1.3. Location Information.

Name of the Shopping Center: Harlem & Alpine Shopping Center

Location: 1965 Harlem Road, Loves Park, Illinois 61111

1.4. Premises Square Footage: The Premises shall contain approximately 9,289 square feet and shall be subject to adjustment as provided in Article 2.

1.5. Initial Term: Five (5) Lease Years.

1.6. Option Periods: Intentionally deleted.

1.7. Commencement Date: Earlier of thirty (30) days following Landlord's delivery of the Premises to Tenant or Tenant's opening for business in the Premises ("Commencement Date").

1.8. Base Rent

Lease Year	Quarterly Base Rent	Annual Base Rent	Annual Base Rent per Square Foot of Premises
1	\$29,608.69	\$118,434.75	\$12.75
2	\$30,491.14	\$121,964.57	\$13.13
3	\$31,396.82	\$125,587.28	\$13.52
4	\$32,348.94	\$129,395.77	\$13.93
5	\$33,324.29	\$133,297.15	\$14.35

1.9. Security Deposit.

Intentionally deleted.

1.10. Permitted Use.

The Premises shall be used for the operation of a vote center/polling location for the Winnebago County Clerk, and for no other use whatsoever ("Permitted Use"); provided however, notwithstanding any provision in this Lease to the contrary, in no event shall the Premises be used in violation of any existing exclusive, restricted, and/or prohibited uses applicable to the Premises in **Exhibit E**. Additionally, the Premises shall not be used in violation of any future exclusive, restricted and/or prohibited uses as may be granted by Landlord from time to time and for which Landlord notifies Tenant thereof and such use does not conflict with Tenant's then current use.

1.11. Delivery Date.

Landlord shall deliver the Premises to Tenant upon substantial completion of Landlord's Work.

In the event of any conflict between the Basic Lease Provisions and Definitions and the other provisions of this Lease, the other provisions of this Lease shall control.

ARTICLE 2 PREMISES

Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, upon the terms and conditions of this Lease, those certain premises depicted as the "Premises" on the site plan attached hereto as **Exhibit A** (the "Site Plan") and containing approximately the number of square feet set out in Section 1.4 (the "Premises") located in the Shopping Center (as defined below). The "Shopping Center" shall mean the real

property legally described on **Exhibit B** and all improvements situated thereon from time to time. The square footage of the Premises shall be measured from the outside face of exterior demising walls and to the middle of interior demising walls, and shall include the totality of the area within such boundaries. The certificate of Landlord's architect shall be binding on the parties. If the square footage of the Premises, as determined by Landlord's architect, differs from the square footage set forth in Section 1.4, the Annual Base Rent set forth in Section 1.8 shall be adjusted by multiplying the square footage of the Premises as determined by Landlord's architect by the Annual Base Rent per square foot of Premises as set forth in Section 1.8 (and Quarterly Base Rent shall be adjusted based thereon). No rights are conferred on Tenant, and Landlord specifically excepts and reserves to itself all rights to the land and improvements below the floor level of the Premises, the rights above the Premises, and improvements located on and within the Common Areas (as defined below), unless otherwise expressly provided in this Lease. Notwithstanding any provision in this Lease to the contrary, Tenant agrees that water meters, sprinkler controls, electric panels, pipes, wires, lines, service disconnects, and other minor building components for Common Areas and/or other tenants may be located in the Premises, that the presence of same shall not reduce the square footage of the Premises, and Tenant hereby grants Landlord, other tenants, utility employees, and any governmental entity an easement for repairing, replacing and maintaining same.

ARTICLE 3 TERM

This Lease shall be effective on the Effective Date. The Initial Term of this Lease shall commence on the Commencement Date and shall expire on the last day of the Initial Term. "Lease Year" means a period of twelve (12) consecutive full calendar months, and the first Lease Year shall commence on the Commencement Date; provided, however, if the Commencement Date is a day other than the first day of the month, then the first Lease Year shall commence on the Commencement Date and shall end on the last day of the twelfth (12th) full calendar month following the last day of the month in which the Commencement Date occurs. Subsequent Lease Years shall be each consecutive twelve (12) full calendar month period thereafter. Upon Landlord's written request, Tenant shall enter into a supplemental agreement in the form attached hereto as **Exhibit C** prepared by Landlord which affirms the Commencement Date, the first and last day of the first Lease Year, and the last day of the Term. If Landlord delivers the Premises to Tenant prior to the Commencement Date, Tenant's use and occupancy of the Premises shall be subject to all of the terms and provisions of this Lease (except Base Rent and other amount due under this Lease shall commence as provided herein).

ARTICLE 4 RENT

4.1. Base Rent.

Commencing on the Commencement Date and continuing during the entire Term, Tenant shall pay to Landlord at the office of Landlord as set forth in Section 1.1 or such other place or places as Landlord may designate in writing from time to time, Annual Base Rent in the amounts set forth in Section 1.8, in four (4) equal quarterly installments (the "Quarterly Base Rent"), each equal to one-quarter (1/4) of the Annual Base Rent, payable on the first day of each calendar quarter during the Term and applied ratably to each month of the applicable calendar quarter. If the Commencement Date is not the first day of a calendar quarter, then Quarterly Base Rent shall be prorated on a daily basis based on a ninety (90) day quarter. Annual Base Rent shall be payable without demand, deduction, setoff, or counterclaim. Annual Base Rent for any Lease Year that is greater or less than three hundred sixty-five (365) days (three hundred sixty-six (366) days for a leap year) shall be prorated based on a calendar year of three hundred sixty-five (365) days (three hundred sixty-six (366) days for a leap year), and calculated by multiplying the applicable Annual Base Rent by a fraction, the numerator of which is the number of days in such Lease Year and the denominator of which is three hundred sixty-five (365) days (three hundred sixty-six (366) days for a leap year). All amounts under this Lease shall be paid pursuant to the Illinois Local Government Prompt

Payment Act, 50 ILCS 505/1 et seq. (the "Prompt Payment Act").

The Base Rent includes real estate taxes, insurance and common area maintenance (including landscaping, snow plowing, roof repair, and HVAC maintenance and the one-time replacement of the existing HVAC unit as set forth in Section 13.1).

4.2. Additional Rent.

All amounts due Landlord from Tenant pursuant to this Lease other than Base Rent shall be additional rent ("Additional Rent"). Base Rent and Additional Rent are sometimes referred to herein as "Rent". Additional Rent, including, but not limited to, utilities, janitorial services, payments for completion of Landlord's Work, and HVAC maintenance and replacement beyond the one-time replacement of the existing HVAC unit set forth in Section 13.1, shall be payable without demand, deduction, set-off or counterclaim whatsoever.

4.3. Operating Expenses.

Intentionally deleted.

4.4. Intentionally Deleted.

4.5. Sales Reporting.

Intentionally deleted.

4.6. Continuous Operation.

Intentionally deleted.

4.7. Security Deposit.

Intentionally deleted.

ARTICLE 5 CONDITION OF THE PREMISES

5.1. Landlord's Work.

Landlord shall construct the improvements described in **Exhibit F** to the Premises ("Landlord's Work"). Tenant shall reimburse Landlord for all actual costs and expenses incurred in connection with the completion of Landlord's Work. Landlord estimates the total cost of Landlord's Work to be \$138,907.65, provided that such estimate is non-binding, and Landlord shall not be in default if the final cost exceeds this amount. However, Tenant's total contribution to Landlord's Work shall not exceed \$150,000.00, in the aggregate. Any costs in excess of this amount for Landlord's Work, shall be the sole responsibility of Landlord. Tenant shall make such reimbursement in three installments: i) \$50,000.00 within thirty (30) days following execution of this Lease; (ii) \$50,000.00 within sixty (60) days following execution of this Lease; and (iii) the remaining balance of Tenant's share of the cost of Landlord's Work, not to exceed \$50,000.00, within ninety (90) days following execution of this Lease, or such later date as Landlord delivers to Tenant a written statement of the final cost of Landlord's Work. All work to the Premises shall be at Tenant's sole cost and responsibility, except as otherwise expressly provided in the Lease. If Landlord is delayed in substantially completing Landlord's Work due to any act or omission of Tenant (including delays in providing required information, interference with construction, or changes requested by Tenant), then the Delivery Date shall be deemed the date on which Landlord reasonably determines that Landlord's Work would have been substantially completed but for such delay.

5.2. AS IS.

EXCEPT FOR LANDLORD'S WORK, AND NOTWITHSTANDING ANY OTHER PROVISION IN THIS LEASE TO THE CONTRARY, THE PREMISES ARE BEING LEASED "AS IS" AND "WITH ALL FAULTS", AND LANDLORD HAS NOT MADE, DOES NOT MAKE, AND EXPRESSLY DISCLAIMS, ANY REPRESENTATIONS AND WARRANTIES OF ANY KIND, EXPRESS, IMPLIED OR ARISING BY LAW, WITH RESPECT TO THE PREMISES, INCLUDING WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, ANY REPRESENTATIONS OR WARRANTIES, EXPRESS, IMPLIED OR ARISING BY LAW, AS TO THE HABITABILITY, MERCHANTABILITY, MARKETABILITY, OR FITNESS, SUITABILITY OR ADEQUACY OF THE PREMISES FOR ANY INTENDED PURPOSE. EXCEPT AS EXPRESSLY SET FORTH IN THIS LEASE, NO REPRESENTATION, WARRANTY OR AGREEMENT OF LANDLORD TO ALTER, REMODEL, OR DECORATE THE PREMISES OR SHOPPING CENTER, AND NO REPRESENTATION, WARRANTY, OR AGREEMENT REGARDING THE PREMISES OR SHOPPING CENTER HAS BEEN MADE BY OR ON BEHALF OF LANDLORD.

5.3. Tenant's Work.

All work necessary for the purpose of constructing Tenant's leasehold improvements shall be performed by Tenant at Tenant's sole cost and expense ("Tenant's Work"). Prior to commencing Tenant's Work, Tenant shall obtain Landlord's written approval of the plans and specifications for Tenant's Work, such approval to be granted in Landlord's sole discretion. Tenant warrants that Tenant's Work shall be completed in a good and workmanlike manner in compliance with all laws, regulations, codes, and rules of applicable governmental authorities, including the Americans with Disabilities Act, at Tenant's sole cost and expense, and Tenant shall take, at Tenant's sole cost and expense, any and all actions to keep Tenant's Work in full compliance with all laws, regulations, codes, and rules of applicable governmental authorities. All Tenant's Work and additions and alterations to the Premises made during the Term of this Lease shall be the property of Tenant, but shall become property of Landlord upon the expiration or termination of this Lease, without cost to Landlord. Tenant shall not remove or replace any fixtures, water meters, sprinkler controls, electric panels, service disconnects, lines, and other building components without the prior written consent of Landlord.

ARTICLE 6 ALTERATIONS

Tenant shall not make any interior, nonstructural alterations, installations, improvements or additions to the Premises, other than painting without prior written consent of Landlord. Tenant shall not make any exterior or structural alterations, installations, improvements or additions to the Premises. All work shall be done at Tenant's sole cost and in a good and workmanlike manner. Tenant shall promptly furnish to Landlord satisfactory sworn statements and final lien waivers (all tiers) for all work performed by or on behalf of Tenant. Except as to trade fixtures and removable personal property installed by Tenant, which Tenant shall remove at the expiration or termination of this Lease, and for which Tenant shall repair all improvements damaged thereby, all alterations, installations, improvements and additions (whether temporary or permanent) shall be the property of Tenant, but shall become Landlord's property and shall remain upon the Premises at the termination or expiration of this Lease without compensation to Tenant. All construction work performed at Tenant's request shall be done by contractors and subcontractors who have worker's compensation and employer's liability insurance in statutory amounts; with reputable companies licensed to do business in the State of Illinois; and showing Landlord and Landlord's lender(s) as additional insureds. In addition, all such contractors and subcontractors shall have general public liability insurance coverage consistent with the specifications required of Tenant under this Lease. Evidence of said insurance shall be provided Landlord before construction. No roof penetrations shall be made without the

written consent of Landlord, and then only by Landlord's roof contractor at Tenant's expense so there is no violation of any roof warranties.

ARTICLE 7 COVENANT AGAINST LIENS

Nothing contained in this Lease shall authorize Tenant to do any act which shall in any way encumber Landlord's title to the Premises or Shopping Center, nor in any way subject Landlord's title to any claims by way of lien or encumbrance whether claimed by operation of law or by virtue of any expressed or implied contract of Tenant, and any claim to a lien upon the Premises or Shopping Center arising from any act or omission of Tenant shall attach only against Tenant's interest and shall in all respects be subordinate to Landlord's title to the Premises and Shopping Center. If Tenant has not removed any such lien or encumbrance, or furnished Landlord reasonably sufficient bond therefor, within thirty (30) days after written notice to Tenant by Landlord (or such shorter period as indicated by Landlord if during the pendency of a sale or refinancing), Landlord may pay the amount without being responsible for making any investigation as to the validity thereof, and the amount so paid shall be due and payable as Additional Rent.

ARTICLE 8 COMMON AREAS

"Common Areas" means the interior and exterior areas and facilities within the Shopping Center, which are: (i) not leased to a tenant, or (ii) by nature not leasable to a tenant for the purpose of the sale of merchandise or the rendition of services to the general public. Common Areas shall include but shall not be limited to all parking areas and facilities, roadways, driveways, entrances and exits, truck service ways and tunnels, curbs, gutters, utilities, water filtration and treatment facilities, retention ponds, basins and/or facilities located within or outside the Shopping Center, retaining and exterior walls, sidewalks, open and enclosed malls, outside courts, landscaped and planted areas, escalators, stairways, elevators, service corridors, service areas, loading docks, hallways, public restrooms, community rooms or areas, roofs, roof drainage systems, exterior walls, equipment, signs, and any special services provided by Landlord for the common or joint use and benefit of all tenants or other occupants of the Shopping Center, their employees, customers and invitees. Landlord shall maintain the Common Areas in a manner as Landlord, in its sole discretion, shall determine from time to time. Tenant shall have the non-exclusive right to use the portions of the Common Areas consisting of the sidewalks, customer parking areas, the entrance and exit ways designated by Landlord for ingress and egress to and from the Premises from a public street or highway, in common with all others entitled or permitted by Landlord to use the same, at all times subject to the exclusive control and management of Landlord. Notwithstanding the foregoing, Landlord may from time to time designate certain portions of the Common Areas for the exclusive use of Landlord or one or more occupants of the Shopping Center for carryout or "to go" parking, customer pick-up or parking, loading of items purchased in the Shopping Center, employee parking, valet parking and/or for similar short term parking uses.

ARTICLE 9 DAMAGE OR DESTRUCTION BY FIRE OR CASUALTY

9.1. Restoration.

Except as set out in Section 9.2, if the Premises are damaged or destroyed by fire or other casualty, Landlord shall, at its expense, and subject to Landlord's mortgagee(s) making available insurance proceeds to fund the same, repair and restore the portion of the Premises which originally constituted Landlord's Work so as to be substantially the same as prior to such damage or destruction. Any insurance proceeds remaining following the restoration by Landlord described in this Section shall be paid as directed by Landlord's lender. Landlord shall begin such repairs or restoration within six (6) months from the date of such fire or other casualty and shall complete said repairs or restoration within twelve (12) months from said date. Landlord shall notify Tenant in writing of the date by which repairs to or replacement of the Premises is to commence, and the estimated date of completion and shall diligently pursue such repairs or restoration to final

completion. The date by which Landlord is to begin and complete said repairs or restoration shall be deferred for a period equal to any delay caused by reason of labor controversy, act of God, fire, or other casualty, governmental regulations, insurance adjustment, failure of Landlord's mortgagee(s) to authorize the release of insurance proceeds for funding the repairs or restoration, or other cause beyond the reasonable control of Landlord, provided Landlord has from time to time in writing kept Tenant fully advised of such delays and the cause therefore. Promptly following Landlord's restoration, Tenant shall commence and diligently pursue restoration of the work which originally constituted Tenant's Work, as subsequently modified by approved alterations, all of which work shall be subject to Article 6.

9.2. Last Two Years.

If the Premises are damaged or destroyed by fire or other casualty during the last two (2) Lease Years of the Term and the cost of repairing or restoring said Premises as required by Section 9.1 herein will exceed twice the Base Rent per Lease Year, then Landlord shall have the option to terminate this Lease without fault on thirty (30) days' notice to Tenant to be given within sixty (60) days of the casualty.

9.3. Rent Abatement.

If such damage or destruction to the Premises results in the complete suspension of business in the Premises, all rents and other charges payable by Tenant hereunder shall abate from the date of such suspension of business until the completion of said repairs or restoration; and if such damage or destruction or the work of repairing or restoring said improvements results in only a partial suspension of business, the abatement shall be apportioned accordingly on the basis of the floor area rendered untenable.

9.4. Failure to Restore.

If Landlord fails to begin or complete the repairs or restoration of the Premises, within the times and in the manner provided for in this Article 9, then provided Tenant has given Landlord thirty (30) business days' prior notice and the right to cure said default, Tenant may, as its sole remedy, terminate this Lease by notice in writing to Landlord at any time prior to said beginning or completion, as the case may be.

ARTICLE 10 INSURANCE

10.1. Landlord's Obligations

Landlord agrees to purchase and keep in force and effect property insurance on the buildings in the Shopping Center with coverage for perils covered under a "Causes of Loss-Special Form" policy, as such coverage is from time to time available, in an amount not less than ninety percent (90%) of the full replacement cost. Landlord may, in its sole discretion, purchase business income, rent or rental value insurance, in amounts determined by Landlord, against loss of rent due to fire or other casualties, including an extended coverage endorsement and other endorsements. Such Landlord's insurance shall be subject to reasonable deductible levels as determined by Landlord. Landlord agrees to purchase and keep in force and effect commercial general liability insurance on the Shopping Center with limits of not less than \$2,000,000.00 for any one occurrence and \$2,000,000.00 aggregate, which may be satisfied by one or more policies, including umbrella or excess policies or otherwise. Landlord may obtain and/or maintain umbrella, excess, and/or business interruption policies, endorsements and/or coverages, and such other policies, endorsements, and/or coverages, as determined by Landlord from time to time. Without limitation, the cost of all insurance procured by Landlord shall be included in Insurance Costs, including

without limitation, all insurance procured by Landlord under this Section 10.1. Any increase in the premiums for any insurance maintained by Landlord in connection with the Shopping Center (whether or not required hereunder) which is attributable to Tenant's use of the Premises for unusual purposes or hours may be allocated by Landlord exclusively to Tenant. Landlord's obligation to carry insurance under this Section may be satisfied by coverage under one or more primary, umbrella and/or excess liability policies.

10.2. Tenant's Obligations

Tenant, at Tenant's sole cost and expense, shall obtain and maintain for the Term of this Lease, insurance policies providing the following coverages: (i) commercial general liability insurance with respect to the Premises and Tenant's operations, which policy is to be in the minimum amount of Two Million Dollars (\$2,000,000.00) for any one occurrence and in the minimum amount of Two Million Dollars (\$2,000,000.00) aggregate, and in the minimum amount of Three Hundred Thousand Dollars (\$300,000.00) with respect to property damage, and shall include contractual liability coverage, (ii) Tenant's fixtures, equipment, furnishings, merchandise and other contents in the Premises, with coverage for perils as set forth under a "Causes of Loss - Special Form" policy, for the full replacement cost of said items, (iii) business income insurance with minimum coverage equal to at least one full year of Base Rent, (iv) plate glass insurance, (v) product liability insurance for merchandise offered for sale or rental from the Premises, including (if this Lease covers Premises in which food and/or beverages are sold and/or consumed) liquor liability coverage (if applicable to Tenant's business) and coverage for liability arising out of the consumption of food and/or alcoholic beverages on or obtained at the Premises, of not less than Two Million Dollars (\$2,000,000.00) per occurrence; (vi) comprehensive automobile liability insurance covering all

owned, non-owned, and hired vehicles and having a minimum limit of at least \$1,000,000.00, and (vii) workers' compensation coverage as required by law. The minimum limits hereinbefore set forth may, at Landlord's option, be increased from time to time. Tenant shall deliver to Landlord certificates of insurance, or certified copies of each such policy prior to occupancy of the Premises. Neither the issuance of any insurance policy required hereunder, nor the minimum limits specified herein with respect to Tenant's insurance coverage, shall be deemed to limit or restrict in any way Tenant's liability arising under or out of this Lease. With respect to each and every one of the insurance policies herein required to be procured by Tenant, on or before the commencement of Tenant's Work and before any such insurance policy shall expire, and from time to time upon Landlord's request, Tenant shall deliver to Landlord a copy of each such policy or a certificate of the insurer, certifying that such policy has been issued, providing the coverage required of Tenant under this Lease and containing provisions specified herein, together with such endorsements and/or copies of such policies evidencing the same, and evidence of payment of all applicable premiums. Landlord shall be notified in writing promptly by Tenant of any non-renewal, cancellation or material changes to any policy. Landlord shall be notified in writing promptly by Tenant of claims against Tenant that might cause a reduction below seventy-five percent (75%) of any aggregate limit of any policy. Tenant agrees that if Tenant does not procure and maintain the insurance policies and coverages required under this Lease, Landlord may, but shall not be required to, obtain such insurance on Tenant's behalf and charge Tenant the premiums therefor together with a fifteen percent (15%) handling charge, payable upon demand. The failure of Tenant to provide such certificates of insurance, or the failure of Tenant to obtain such policies, shall not be deemed a waiver of Tenant's obligation to provide the insurance required under this Lease.

The policies described in this Section 10.2 shall: (i) be acceptable to Landlord in form and content, (ii) name Landlord, Landlord's Mortgagee, the manager of the Premises, the respective shareholders, members, managers, partners, affiliates and subsidiaries and any directors, officers, employees, agents or contractors of such persons or entities (collectively, "Landlord Parties") as additional insureds, (iii) contain an express waiver and release of any right of subrogation by the

insurance company against Landlord and Landlord's parties, (iv) contain a provision that it shall not be canceled and that it shall continue in full force and effect, unless Landlord has received at least thirty (30) days prior written notice of such cancellation or termination, and (v) not be materially changed without at least thirty (30) days prior written notice to Landlord,. All insurance required to be carried by Tenant hereunder shall be issued by responsible insurance companies licensed to do business in the state in which the Premises are located and acceptable to Landlord and the holder of any mortgage or deed of trust secured by any portion of the Premises (hereinafter referred to as a "Mortgagee").

Tenant shall not permit to be done any act which will invalidate or be in conflict with Landlord's insurance policies covering the Shopping Center or any other insurance referred to in this Lease. Tenant will promptly comply with all rules and regulations relating to such policies. If the acts of Tenant or its employees or agents shall increase the rate of insurance referred to in this Lease, such increases shall be promptly paid by Tenant as Additional Rent.

10.3. Waiver of Subrogation.

LANDLORD AND TENANT EACH HEREBY RELEASE AND WAIVE ALL CLAIMS AND RIGHTS (INCLUDING ANY CLAIM OR RIGHT OF SUBROGATION BY ANYONE CLAIMING BY, THROUGH OR UNDER THE RELEASING PARTY) EACH MAY HAVE AGAINST THE OTHER, ITS OFFICERS, DIRECTORS, MEMBERS, MANAGERS, EMPLOYEES AND AGENTS FROM ANY AND ALL LIABILITY OR RESPONSIBILITY FOR ANY LOSS OR DAMAGE TO PROPERTY COVERED, OR REQUIRED TO BE COVERED UNDER THIS LEASE, IN WHOLE OR PART, BY **INSURANCE OF A PARTY, EVEN IF SUCH LOSS OR DAMAGE SHALL HAVE BEEN CAUSED BY THE NEGLIGENCE OF THE OTHER PARTY, OR ANYONE FOR WHOM SUCH PARTY MAY BE RESPONSIBLE.** Each party agrees to cause each insurance policy obtained by it to provide that the insurance company releases and waives all rights of recovery by way of subrogation, against either party (and their respective officers, directors, members, managers, employees, and agents) in connection with any loss or damage to property covered by such policy. All insurance policies to be provided under this Article 10 by either Landlord or Tenant shall contain a provision that they are not invalidated by the foregoing waiver.

10.4. Waiver of Claims.

Notwithstanding any other provision of this Lease to the contrary, neither party to this Lease or its elected or appointed officials, officers, directors, partners, members, managers, employees, agents, concessionaires, licensees, attorneys and invitees shall be liable to the other for loss or damage caused by any risk covered by insurance required to be carried under this Lease, and each party to this Lease hereby waives any rights of recovery against the other and its elected or appointed officials, officers, directors, partners, members, managers, employees, agents, concessionaires, licensees, attorneys and invitees for injury or loss on account of such covered risks. Without limiting the foregoing, neither Landlord, Tenant, nor any of their respective officials, officers, directors, partners, members, managers, employees, agents, concessionaires, licensees, attorneys or invitees will be liable for, and Landlord and Tenant waive all claims against the other for o any and all loss, cost, liability, damage and expense (including attorney's fees and disbursements), penalties or fines incurred in connection with, or arising out of, any damage to, or loss (by theft or otherwise) of, any of the property of the other party or the property of any other person or entity, irrespective of the cause of such injury, damage or loss (including the acts or negligence of any other tenant or occupant of the Shopping Center or of any owners or occupants of adjacent or contiguous property) and whether occasioned by or from explosion, falling plaster, broken glass, electricity, smoke, wind, water, snow or ice being upon or coming through or from the street, roof, subsurface, skylight, trapdoor or windows, electric wiring, plumbing, dampness, water, gas, steam or other pipes or

sewage, or the failure of the air conditioning or refrigeration system, or the breaking of any electric wire, the bursting, leaking or running of water from any tank, washstand, water closet, waste pipe, sprinkler system, radiator, or any other pipe in, above, upon or about the Leased Premises or the building or the Shopping Center, or which may at any time hereafter be placed therein, or from any other cause whatsoever.

ARTICLE 11 USE; QUIET ENJOYMENT

11.1. Permitted Use.

The Premises shall be used solely for the Permitted Use set forth in Section 1.10 and for no other purpose whatsoever. Tenant shall not use or permit upon the Premises anything that will invalidate any policy of insurance now or hereafter carried on the Shopping Center or that will increase the rate of insurance on the Shopping Center. Tenant shall not do anything or permit anything to be done upon the Premises which in any way may tend to create a nuisance, disturb any other tenants in the Shopping Center or the occupants of any neighboring property. Notwithstanding any provision in this Lease to the contrary, Tenant shall comply with all governmental health and safety requirements and regulations respecting the Premises, and shall not conduct or permit to be conducted in the Premises any business which is in violation of any applicable law, statute, regulation, rule or ordinance. This Lease shall be subject to the title exceptions identified on **Exhibit D** (the "Title Exceptions").

11.2. Use Restrictions.

Tenant, for itself, its employees, agents, servants, clients, customers, invitees, licensees, and guests, agrees to observe and comply at all times with the following provisions as herein set forth.

11.2.1. Loading and Unloading of Goods.

All loading and unloading of goods shall be done only at such times, in the areas and through: (a) the entrances indicated on the floor plans for such purposes, if any; (b) if no entrances are so specified, at such entrances as will not disturb other tenants, their employees and invitees; or (c) as mutually agreed by the parties hereto in writing. Loading and unloading operations shall be conducted so as not to obstruct or hinder the operation of the businesses of the other tenants in the Shopping Center, nor will Tenant unreasonably block or obstruct any street, sidewalk, or right-of-way adjacent to or comprising part of the Shopping Center.

11.2.2. Refuse Disposal/Pest control.

Unless otherwise specified by Landlord, all refuse shall be prepared for collection by placing same in sealed plastic bags and depositing such bags at the collection site reasonably designated by Landlord, from which site Tenant shall arrange for removal.

Tenant may arrange for pest control services for the Premises through Tenant's own vendor, with the Landlord's written consent, which shall not be unreasonably withheld.

11.2.3. External Audio.

No loudspeakers, television sets, radios, strobes, flashing lights or other devices shall be used in a manner as to be heard or seen outside the Premises.

11.2.4. Living Space.

No person shall use the Premises as sleeping quarters, sleeping apartments, or lodging rooms.

11.2.5. Tenant's Permits / Licenses.

Tenant shall obtain and keep in force and effect all permits or licenses necessary or required to conduct its business.

11.2.6. Alcoholic Liquors.

Tenant shall not at any time manufacture, sell, use, or give away, and shall not at any time permit the manufacture, sale, use or distribution of any intoxicating or alcoholic liquors on the Premises without the express consent of the Landlord.

11.2.7. Live Animals.

No live animals other than fish in an aquarium, and "assistant" dogs, shall be kept or displayed upon the Premises.

11.2.8. Parking.

Tenant and its employees shall park their motor vehicles in such areas as Landlord shall designate from time to time as employee parking area. Landlord shall designate two (2) "Van Accessible" parking spaces and six (6) "Accessible" parking spaces for the Tenant's use on a non-exclusive basis.

11.2.9. Exterior Sales.

Tenant shall not conduct any outdoor selling or display activities.

11.2.10. Access.

Tenant shall not obstruct in any manner access, ingress or egress to any portion of the Shopping Center, or to any public or private road abutting the Shopping Center.

11.2.11. Title Exceptions.

The Premises shall not be used in violation of any of the Title Exceptions as referenced on Exhibit D.

11.2.12. Video Gaming.

Tenant shall not permit any video gaming machines or any other form of gambling device to be operated within the Premises.

11.2.13 Security

Tenant shall be allowed to install surveillance cameras and/or an ADT security system to monitor its possessions, including county equipment located inside of the Premises, with Landlord's written consent, which shall not be unreasonably withheld. To the extent there is any damage to the Premises due to the installation of surveillance cameras or security

systems, in addition to any other obligations upon turnover to return the space in broom clean condition to Landlord, Tenant at its sole cost and expense shall be responsible for repairing any damage to the space due to said cameras or systems.

11.3. Quiet Enjoyment.

The Landlord agrees that the Tenant upon payment of the Rent hereunder and all other payments and charges to be paid by the Tenant under the terms of this Lease and upon observing and keeping the conditions and covenants of this Lease on the part of the Tenant to be observed and kept, shall lawfully and quietly hold, occupy and enjoy the Premises during the Term of this Lease free from any hindrance by Landlord, subject to the provisions of this Lease.

ARTICLE 12 UTILITIES

Commencing on the Delivery Date and continuing during the entire Term, Tenant, at its expense, shall arrange for and pay all costs of the charges for all utilities and services provided or used in or at the Premises. Tenant shall pay directly to the public utility companies the cost of any installation not included in Landlord's Work of any and all such utility services. If Landlord supplies or pays for any such utilities, then as Additional Rent, Tenant shall reimburse Landlord for the same. If, for any reason whatsoever, any particular utility is not separately metered, then, and in that event, Tenant shall be responsible for its share based upon the formula that Landlord, in its reasonable discretion, deems appropriate. Tenant agrees to indemnify and hold harmless Landlord from and against any and all claims arising from the installation and maintenance of such utility services and from all costs and charges for utilities consumed on or by the Premises. Landlord shall not be liable to Tenant for damages or otherwise (i) if any utilities shall become unavailable from any public utility company, public authority or any other person or entity supplying or distributing such utility, or (ii) for any interruption in any utility service (including, but without limitation, any heating, ventilation or air conditioning) caused by the making of any necessary repairs or improvements or by any cause beyond Landlord's reasonable control, and the same shall not constitute a default, termination or an eviction. Tenant agrees to cooperate fully, at all times, with Landlord in abiding by all reasonable regulations and requirements which Landlord may prescribe for the proper functioning and protection of all utilities and services reasonably necessary for the operation of the Premises and the Shopping Center.

ARTICLE 13 MAINTENANCE AND REPAIRS; RIGHTS TO ENTER

13.1. Tenant's Duty.

Prior to the Tenant occupying the Premises, Tenant shall be authorized to perform an inspection of the Premises and of the equipment and facilities outlined in this subsection. Tenant shall, at its sole cost and expense, keep in good order, condition and repair the Premises, and make all repairs and replacements thereof, including without limitation, all plumbing and sewage facilities within or serving the Premises, including free flow up to the common sewer line; all heating, air conditioning, ventilation, refrigeration, fire protection, sprinkler, mechanical, electrical and lighting systems, facilities, equipment and/or units within or serving the Premises; all fixtures, ceilings, doors, windows, plate glass, store fronts, skylights, interior walls and interior surfaces of exterior walls; any reasonable repairs required due to illegal entry or burglary of the Premises; and all of Tenant's improvements to the exterior of the Premises (including all signs and dryvit areas). Tenant shall maintain in force a maintenance contract requiring at least quarterly maintenance by a company of recognized standing covering the heating, ventilating and air conditioning system serving the Premises. Tenant shall operate heating and cooling equipment to maintain such temperatures as will prevent the freezing or bursting of pipes within the Premises. Tenant shall promptly, and at its sole cost and expense, repair all damage to the Premises and/or Shopping Center caused by the intentional act, gross negligence, or negligence of Tenant, its agents, servants, employees, guests and invitees. Tenant shall, at Tenant's cost, be responsible for janitorial services at the Premises,

regular trash and refuse removal and pest control in connection with Tenant's use and occupancy of the Premises in compliance with all applicable laws and regulations. Tenant shall coordinate with any other tenant of the Shopping Center with whom Tenant shares a designated refuse bin to allocate the responsibility for and cost of: refuse removal and refuse bin pad/bin enclosure maintenance and repair. If the existing/original heating, air conditioning, and ventilation unit ("HVAC"), as of the Delivery Date, is deemed to need replacement during the initial term of the Lease (described in Section 1.5), by a recognized HVAC professional, Landlord shall be responsible for one-time replacement of such unit within a commercially reasonable time period. As a contingency to such Landlord responsibility, Tenant shall deliver to Landlord advance written notice of the need for such replacement, a description of the proposed replacement, a reasonable estimate of the cost of such replacement, and evidence of its maintenance contract and proof that such maintenance was completed as required pursuant to this Section of the Lease. If Landlord replaces an HVAC unit during the Term, then thereafter Tenant shall be responsible for all maintenance, repair, and replacement of such HVAC unit at Tenant's sole cost and expense. Notwithstanding any provision to the contrary, Landlord will not be responsible for any repair costs or for any replacement of an HVAC unit if Tenant failed have a company of recognized standing perform the quarterly maintenance on the HVAC and provide Landlord with such quarterly maintenance reports.

13.2. Landlord's Right to Enter.

If Tenant does not act promptly as aforesaid, Landlord may, subject to prior notice to Tenant in situations other than emergencies, but shall not be required to, enter the Premises at all reasonable times to make any repairs, alterations, improvements, or additions, as Landlord shall desire or deem necessary for the safety, preservation, or improvement of the Premises, or as Landlord may be required to do by any governmental authority or by the order or decree of any court or by any other proper authority. In the event Landlord or its agents or independent contractors shall elect or be required to make repairs, alterations, improvements, or additions to the Premises, Landlord shall be allowed to take into and upon the Premises, all material that may be required to make such repairs, alterations, improvements, or additions and during the continuance of any of said work, to temporarily close doors, entry ways, public space, and corridors in the Premises and/or Shopping Center and to interrupt or temporarily suspend any services and facilities without being deemed or held guilty of an eviction of Tenant or for damages to any of Tenant's property, business, or person, and the Rent reserved herein shall in no way abate while said repairs, alterations, improvements, or additions are being made. Landlord shall minimize its obstruction of Tenant's business to the extent reasonably practical under the circumstances. Landlord may, at its option, make all such repairs, alterations, improvements, or additions in and about the Premises and/or Shopping Center during ordinary business hours, but if Tenant desires to have the same done at any other time, and the same can be practicably done at any other time, Tenant shall then pay all overtime and additional expenses resulting therefrom. No notice need be provided in the event of an emergency. Landlord will pay for or repair any damage to the Premises caused by any voluntary entry it makes, excluding those precipitated by emergency or Tenant's failure to act. Any amount paid by Landlord for maintenance repairs or replacements which are the obligation of Tenant shall be due immediately as Additional Rent.

Landlord reserves the right at all reasonable times during the term of this Lease for Landlord or Landlord's agents to enter the Premises for the purpose of inspecting and examining the same, and to make such repairs, alterations, improvements, or additions as Landlord may deem necessary or desirable. Landlord and Tenant shall mutually agree on any additional costs or expenses related to the same. However, if such repairs, alterations, improvements, or additions should result in an unreasonable and/or extended interruption or temporarily suspension of any services and facilities of the Premises and/or Shopping Center and Tenant's operations, all rents and other charges payable by Tenant hereunder shall abate from the date of such unreasonable and/or extended

interruption or suspension of business until the completion of said repairs, alterations, improvements, or additions; and if such work of repairing, altering, improving or adding said improvements results in only a partial interruption or suspension of business, the abatement shall be apportioned accordingly on the basis of the floor area rendered untenable. Landlord shall minimize its obstruction of Tenant's business to the extent reasonably practical under the circumstances. Other than for emergencies, if Tenant shall not be personally present to open and permit an entry into said Premises, at any time, when for any lawful reason an entry therein shall be necessary or permissible, Landlord or Landlord's agents may enter the same or may forcibly enter the same, without rendering Landlord or such agents liable therefor, and without in any manner affecting the obligations and covenants of this Lease. Furthermore, Landlord shall not access a secured area with County election equipment, unless it is warranted due to an emergency. Nothing herein contained, however, shall be deemed or construed to impose upon Landlord any obligation, responsibility, or liability whatsoever for the care, maintenance, or repair of the building or any part thereof, except as otherwise herein specifically provided.

13.3. Structural Repairs.

Landlord will repair as an Operating Expense, the roof and roof drainage systems. Landlord shall, at its expense, repair, reconstruct, or replace all structural damage or structural defects in the exterior or bearing walls and floor slab of the Premises excluding any structural damage caused by the intentional act, gross negligence, or negligence of Tenant, its agents, servants employees, guests, and invitees which shall be, in every case, Tenant's expense payable as Additional Rent.

ARTICLE 14 CONDEMNATION

14.1. All or Part of Premises.

If all or any part of the Premises, or one-third or more of the Shopping Center's parking spaces shall be taken or condemned by any competent authority for any public use or purpose, or sold to any such authority which has the power of eminent domain and has threatened to exercise such power with respect to the Premises or Shopping Center, then, unless otherwise agreed to by the parties, the Term shall end sixty (60) days after the earlier of either: (a) the date of any court order or agreement approving such taking or condemnation; (b) the date Landlord receives Tenant's advance written notice that it intends to terminate possession of the Premises, provided Tenant vacates the Premises within such sixty (60) day period; or (c) the date such authority takes possession of the portion of the Shopping Center so condemned or sold. Landlord shall be entitled to any and all condemnation awards or judgments and Tenant hereby assigns such award or judgment to Landlord (except to extent such award or judgment specifically provides for payment thereof to Tenant for its relocation costs and Tenant improvements paid).

14.2. Rent Apportioned.

Rent shall, in all cases, be apportioned and paid as of the date of any of the above such terminations.

14.3. Partial Taking Without Termination.

In the event any portion of the Premises is taken and this Lease is not terminated in accordance with the provisions of this Article 14, all future Base Rent to become due under this Lease shall be reduced in proportion to the area of the Premises taken. Landlord, to the extent of the condemnation award or judgment, shall make any structural repairs or restoration necessary to make a complete architectural unit of the remainder of the Premises.

ARTICLE 15 DEFAULT AND LANDLORD REMEDIES

15.1. Tenant Default.

The occurrence of any one or more of the following events shall be a "Default": (i) if Tenant fails to pay Base Rent, Additional Rent or any other sums required to be paid by Tenant when the same shall become due and payable, and such failure shall continue for five (5) days; (ii) if Tenant fails to perform or observe any terms and conditions of this Lease (other than those described in (i) above), and such failure shall continue for thirty (30) days after written notice from Landlord; (iii) if any interest of Tenant in this Lease shall be levied upon under execution or other process, or if any petition for bankruptcy, reorganization, insolvency, or liquidation or similar law for the relief of debtors, are instituted by Tenant or against Tenant and are allowed or consented to by it or not dismissed within sixty (60) days; (iv) if Tenant or any guarantor of Tenant's obligations under this Lease dies (if an individual) or dissolves (if any entity); or (v) if Tenant or any guarantor of Tenant's obligations under this Lease becomes insolvent or admits in writing its inability to pay its debts, or if any assignment of Tenant's property shall be made for the benefit of creditors, or if a receiver or trustee is appointed for Tenant or its property. An anticipatory breach or repudiation by Tenant of any of the covenants or provisions of this Lease shall be deemed a Default.

15.2. Remedies.

If a Default occurs, Landlord shall have all of the rights and remedies herein set forth, which shall be distinct, separate, and cumulative, and which shall be in addition to all rights and remedies provided at law or in equity:

- (i) Landlord may terminate this Lease by giving five days written notice of such termination to Tenant, whereupon this Lease shall terminate and Tenant shall immediately surrender possession of the Premises to Landlord. In the event of any such termination of this Lease by Landlord, Tenant shall be liable for, and Landlord shall be entitled to recover from Tenant, all damages sustained by Landlord arising from or out of such Default;
- (ii) Landlord may terminate Tenant's right to possession of the Premises without terminating this Lease by giving five days written notice of such termination to Tenant, whereupon Tenant shall immediately surrender possession of the Premises to Landlord. In the event of any such termination of Tenant's right to possession of the Premises, Tenant shall be liable for, and Landlord shall be entitled to recover from Tenant, all damages sustained by Landlord arising from or out of such Default;
- (iii) Landlord may pursue damages arising from or related to such Default without terminating this Lease or Tenant's right to possession of the Premises;
- (iv) Landlord may cure such Default on behalf of Tenant, and Tenant shall pay Landlord all costs and expenses incurred by Landlord in connection therewith upon demand;
- (v) Landlord may pursue specific performance or injunctive relief and any requirement that Landlord post any bond is waived.

Any damages sustained by Landlord arising from or related to any Default may be recovered by Landlord in one or more separate actions or proceedings, which may be brought by Landlord from time to time, without prejudice to any other right or remedy available to Landlord under this Lease or by law or equity.

In the event Landlord terminates this Lease or Tenant's right to possession of the Premises as

provided above, Landlord shall also have the following rights: (i) Landlord shall have the right to enter into the Premises with process of law, and to repossess Landlord of the Premises, and to expel or remove Tenant and, any and all property therefrom, using such force as may be necessary; without being deemed in any manner guilty of trespass, eviction, forcible entry or detainer, or conversion of property, and without relinquishing Landlord's right to recover all damages arising from or out of such Default, or any other rights or remedies afforded Landlord under this Lease or by law or equity; and all without releasing Tenant, in whole or part, from Tenant's obligations to pay all Rents and perform all other obligations under this Lease for the full Term of the Lease, and (ii) Landlord shall have the option to relet the Premises for such rent and upon such terms as are not unreasonable under the circumstances. Landlord shall in no event be liable in any way whatsoever for failure to relet the Premises, or in the event that the Premises are relet, for failure to collect the rent under such reletting. If the consideration collected by Landlord upon any such reletting, after payment of all damages sustained by Landlord in reletting or attempting to relet the Premises, is insufficient to pay monthly the full amount of Rent, Tenant shall pay to Landlord the amount of each monthly deficiency as it becomes due. Any excess or residue shall operate only as an off-setting credit to future Rent payable hereunder, but the use of such off-setting credit to reduce the amount of Rent due Landlord, if any, shall not be deemed to give Tenant any right, title, or interest in or to such excess or residue and any such excess or residue shall belong solely to Landlord. Landlord shall neither be required to offer the Premises for lease in preference to other space available from it or its affiliates, nor required, in the exercise of its reasonable judgment, to accept any tenant offered by the Tenant or to observe any instructions given by Tenant relative to such reletting.

15.3. Landlord Default.

Landlord shall in no event be charged with any default under this Lease unless Landlord shall fail to perform or observe any term, condition, covenant or obligation required to be performed or observed by Landlord under this Lease for a period of thirty (30) days after written notice thereof from Tenant; provided, however, that if the term, condition, covenant or obligation to be performed by Landlord is of such nature that more than thirty (30) days are reasonably required for performance then Landlord shall not be in default if Landlord commences performance within such thirty (30) day period and diligently prosecutes the same to completion.

15.4. Waiver of Damages and Limitation of Recourse.

NOTWITHSTANDING ANY PROVISION IN THIS LEASE TO THE CONTRARY, TENANT AGREES THAT LANDLORD SHALL NOT BE LIABLE TO TENANT FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES OR ANY DAMAGES FOR LOST PROFITS AND/OR LOST BUSINESS OPPORTUNITY, REGARDLESS OF THE FORM OF THE ACTION OR THE THEORY OF RECOVERY, EVEN IF LANDLORD HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. No personal liability shall be asserted against Landlord, its partners, managers, officers, directors, shareholders, beneficiaries, members, employees, or agents, or any successors or assigns, in connection with this Lease nor shall any recourse be had to any other assets of Landlord or any assets of the partners, managers, officers, directors, shareholders, beneficiaries, members, employees, or agents of Landlord. No personal liability shall be asserted against Tenant, its elected and appointed officials, officers, directors, partners, members, managers, employees, agents, concessionaires, licensees, attorneys and invitees, in connection with this Lease nor shall any recourse be had to any other assets of Tenant or any assets of the elected and appointed officials, directors, partners, members, managers, employees, agents, concessionaires, licensees, attorneys and invitees of Tenant.

ARTICLE 16 SURRENDER OF POSSESSION

16.1. Tenant's Duty.

On or before the date this Lease and the Term hereby created terminates, or on or before the date Tenant's right of possession terminates, whether by lapse of time or at the option of Landlord (if Landlord has a right to terminate possession), Tenant shall at its sole cost and expense perform the following acts as herein set forth:

16.1.1. Removal of Trade Fixtures.

Remove from the Premises all of Tenant's trade fixtures and personal property (hereinafter "Personal Property").

16.1.2. Surrender of Possession.

Surrender possession of the Premises to Landlord, in the same condition as existed on the Commencement Date as modified by approved alterations and other modifications pursuant to Article 6, ordinary wear and tear and damage required to be repaired by Landlord due to a casualty excepted.

16.2. Landlord's Rights.

If Tenant shall fail or refuse to comply with Tenant's duty to remove all trade fixtures and Personal Property from the Premises on or before the expiration of its right to possession of the Premises whether by expiration of the Term or otherwise, the parties hereto agree and stipulate that Landlord may, at its election after prior written notice to Tenant and Landlord's statement of its intention, pursue either of the following remedies as herein set forth.

16.2.1. Transfer of Title to Tenant's Trade Fixtures.

Treat such failure or refusal as an offer by Tenant to transfer title to such Personal Property to Landlord, in which event title thereto shall thereupon pass under this Lease as a bill of sale to and vest in Landlord absolutely without any cost either by set-off, credit allowance or otherwise, and Landlord may remove, sell, donate, destroy, store, discard, or otherwise dispose of all or any part of said Personal Property in any manner that Landlord shall choose.

16.2.2. Disposal of Tenant's Trade Fixtures.

Treat such failure or refusal as conclusive evidence, on which Landlord shall be entitled absolutely to rely and act, that Tenant has forever abandoned such Personal Property, and without accepting title hereto, Tenant appoints Landlord to act as Tenant's agent, at Tenant's expense, to remove, store, destroy, discard, or otherwise dispose of all or any part thereof in any manner that Landlord shall choose without incurring liability to Tenant or to any other person. In no event shall Landlord ever become or accept or be charged with the duties of a bailee (either voluntary or involuntary) of any such Personal Property, and the failure of Tenant to remove all such Personal Property from the Premises shall forever bar Tenant from bringing any action or from asserting any liability against Landlord with respect to any such Personal Property which Tenant fails to remove.

ARTICLE 17 HOLDING OVER

If Tenant retains possession of all or part of the Premises after termination or expiration of this Lease, such occupancy shall be deemed to be a month-to-month tenancy, subject to all provisions of this Lease that can reasonably be applied to a month-to-month tenancy, except that Base Rent shall be double the amount that was last in effect immediately preceding such holdover. Either party may terminate such month-to-month tenancy upon delivery of at least thirty (30) days advance written notice of termination to the other party.

ARTICLE 18 NON-DISTURBANCE AND ATTORNMENT

18.1. Non-disturbance.

So long as Tenant is not in default in the payment of Rent or in the performance of any term of this Lease, then, subject to this Article 18, Tenant's possession of the Premises and its rights and privileges under this Lease shall not be diminished or interfered with by a mortgagee.

18.2. Attornment.

If a mortgage is foreclosed for any reason, and a mortgagee succeeds to Landlord's interest under this Lease, Tenant shall be bound to the mortgagee under all of the terms of this Lease for the balance of the remaining Term with the same force and effect as if mortgagee were the landlord under this Lease. Upon presentation of reasonable evidence that title has changed, Tenant hereby attorns to mortgagee as its landlord, such attornment to be effective and self-operative, without the execution of any further instrument by either party, as soon as mortgagee succeeds to the Landlord's interest under this Lease. Notwithstanding any contrary provision herein, Tenant shall not be required to pay rent to the mortgagee until Tenant receives written notice from mortgagee and supporting documentation that it has succeeded to Landlord's interest under this Lease. The respective rights and obligations of Tenant and mortgagee upon such attornment shall, to the extent of the then remaining balance of this Lease Term, be the same as now set forth therein.

18.3. Mortgagee's Obligations.

If a mortgage is foreclosed for any reason and a mortgagee succeeds to the Landlord's interest under this Lease, such mortgagee shall be bound to the Tenant under all of the terms of this Lease, and Tenant shall, from time and after such event, have the same remedies against mortgagee for the breach of this Lease that Tenant might have had under the lease against the prior landlord thereunder. In no event shall mortgagee be liable for any act or omission of any prior landlord, be subject to any offsets or defenses which Tenant might have against any prior landlord, be bound by any amendment of this Lease made without the mortgagee's consent, or be bound by any rent which Tenant might have paid to any prior landlord for more than the current month.

18.4. Binding Effect.

The rights and obligations hereunder of Tenant and mortgagee shall bind and inure to the benefit of their respective successors and assigns.

18.5. Subordination.

Upon request of Landlord, Tenant shall subordinate its rights hereunder to the lien of any mortgage or mortgages, or the lien resulting from any other method of financing or refinancing now or hereafter in force against the real estate and/or buildings of which the Premises are a part of or against any building hereafter placed upon said real estate of which the Premises are a part.

ARTICLE 19 ESTOPPEL

Tenant agrees that from time to time within thirty (30) days of Landlord's request, Tenant will deliver to Landlord a statement in writing certifying: (a) that this Lease is unmodified and in full force and effect (or, if there have been modifications, that this Lease as modified is in full force and effect); (b) the date to which the Rent and other charges have been paid; (c) that Landlord is not in default under any provision of this Lease, or, if in default, the nature thereof in detail, and (d) such other information as may be requested by Landlord. Tenant agrees to execute and deliver to Landlord within thirty (30) days of Landlord's request therefor any subordination, non-disturbance, and attornment agreement in favor of any mortgagee in such form as is required by such mortgagee.

ARTICLE 20 COMPLIANCE WITH LAWS

Except as otherwise provided in this Lease, Tenant shall, at its sole cost and expense, promptly comply with, and make all changes, alterations or improvements required by, all present and future laws, statutes, codes, ordinances, regulations, acts, rules, requirements, orders, and directions, concerning or relating to the Premises or any part thereof, or the use thereof, or any operations therein, or relating to all changes, alterations, or improvements made by or on behalf of Tenant, and Tenant shall hold Landlord harmless from any and all costs or expenses on account thereof.

ARTICLE 21 HAZARDOUS SUBSTANCES

Notwithstanding any provision contained in this Lease to the contrary, Tenant shall not cause or permit any Hazardous Substances to be introduced, stored or used at, in, on, under or about the Premises and/or Shopping Center, except de minimis amounts of Hazardous Substances (such as cleaning materials) used in the ordinary course of Tenant's business and in accordance with all applicable environmental laws. Tenant, at Tenant's sole cost and expense, shall promptly remediate all or any portion of the Premises and/or Shopping Center to the extent of any violation of any provision of this Article 21 or any presence, escape leakage, spillage, discharge, emission, release, installation or disposal of any Hazardous Substances and/or any violation of environmental laws caused by Tenant, or Tenant's successors, assigns or subtenants (or any employees, agents, vendors, licensees, invitees or contractors of Tenant or any of the foregoing). Tenant shall provide Landlord with copies of all notices received from any governmental authority regarding environmental matters in respect of the Premises and/or Shopping Center. Tenant hereby indemnifies, defends and holds Landlord harmless from any and all losses, liabilities, damages, injuries, costs, expenses, fines, penalties, and claims of any and every kind whatsoever (excluding, without limitation, court costs and attorneys' fees) which at any time or from time to time may be paid, incurred or suffered by, or asserted against Landlord for, with respect to, or as a direct or indirect result of a breach by Tenant of any of the provisions of this Article 21. "Hazardous Substances" shall mean any waste, material or substance, which is or is deemed by governmental authority to be a pollutant or a contaminant, or which is or is deemed by governmental authority to be hazardous, toxic, ignitable, reactive, corrosive, dangerous, harmful or injurious, or which presents a risk, to public health or to the environment, or which is or may become regulated by or under the authority of any applicable local, state or federal laws, judgments, ordinances, orders, rules, regulations, codes, including, without limitations: (i) petroleum, including but not limited to crude oil or any fraction thereof; (ii) any asbestos or asbestos containing material; and/or (iii) any radioactive material.

ARTICLE 22 CERTAIN RIGHTS RESERVED BY LANDLORD

Notwithstanding any provision in this Lease to the contrary, Landlord shall have the following rights as herein set forth, exercisable with notice (except as otherwise provided hereinafter) and without liability to Tenant for damage or injury to property, person, or business and without effecting an eviction, constructive or actual, or disturbance of Tenant's use or possession of the Premises or giving rise to any claim for default set-off or abatement of rent (i) to change the Shopping Center's name or street address; (ii) to construct

additional buildings in the Shopping Center or improvements in the building(s) from time-to-time and to make such alterations and/or additions thereto as Landlord may see fit, (iii) to change the sizes, locations, amounts, shapes and arrangements of parking areas and other Common Areas, including the location and relocation of driveways, entrances, exits, parking spaces, the direction and flow of traffic, installation of prohibited areas, landscaped areas and all other facilities thereof; establish and from time to time change the level or grade of parking surfaces; and do and perform such other acts in and to said areas and improvements as Landlord in its reasonable discretion deems advisable for the use thereof by tenants and their customers; (iv) to install, affix, and maintain any and all signs on the exterior of the building(s) (excluding the exterior of the Premises); (v) to show the Premises to prospective tenants at reasonable hours, after advance notice to Tenant, and to place "for rent" signs, during the last twelve (12) months of the Term, as well as to post at any time "for sale" signs with respect to the Shopping Center without notice to, or approval by, the Tenant; (vi) to approve the weight, size, and location of safes and other heavy equipment and bulky articles in and about the Premises, and to require all such items, including furniture and other similar items, to be moved into or out of the Premises and Shopping Center only at such times and in such manner as Landlord shall direct in writing; (vii) to install, maintain and operate an automatic teller terminal or similar facility on any portion of the Common Areas; (viii) to remove from the definition of "Shopping Center" one or more outlots or other portions of the Shopping Center, and/or (ix) to enter into cross parking and/or cross access easement agreements, and any expenses associated with such easements shall pass through to Tenant. Any damages done to the Premises or Shopping Center by taking in or putting out safes, furniture, or other articles, or from overloading the floor in any way, shall be paid by Tenant. Furniture, boxes, merchandise, or other bulky articles shall be transported only upon or by vehicles equipped with rubber tires. Movements of Tenant's property into or out of the Premises and Shopping Center shall be entirely at the risk and responsibility of Tenant and under the control of Landlord. Landlord may enter upon the Premises and may exercise any or all of the foregoing rights hereby reserved without being deemed guilty of an eviction or disturbance of Tenant's use or possession and without being liable in any manner to Tenant.

ARTICLE 23 RULES AND REGULATIONS

Tenant agrees to observe such rules and reasonable regulations as Landlord, in its continuous or recurring discretion, may from time to time make for the Shopping Center. Any failure by Tenant, its employees, agents, servants, clients, customers, invitees, licensees, and/or guests, to observe and comply with all such reservations, rules, and regulations shall constitute a default under this Lease, subject to the notice and cure provisions of this Lease otherwise applicable to such defaults.

ARTICLE 24 ASSIGNMENT AND SUBLETTING

Tenant may not assign or encumber its interest in this Lease or in the Premises, or sublease all or any part of the Premises, or allow any other person or entity (except Tenant's authorized representatives) to occupy or use all or any part the Premises, without first obtaining Landlord's prior written consent. In the event of such an assignment or sublet, Landlord shall be provided upon request with documentation satisfactory to it in Landlord's sole discretion that this Lease is binding upon such assignee or sublessee and that such assignee or sublessee is financially capable of performing the obligations of Tenant under this Lease, and Landlord may charge a reasonable fee for its review of the facts and documents in support of any request to assign or sublease. Any assignment or sublease without Landlord's required prior written consent shall be voidable and, at Landlord's election, shall constitute a Default. Notwithstanding any provision of this Lease to the contrary, Tenant shall remain primarily liable for all covenants, agreements, obligations, and rents under this Lease in the event of any assignment or sublease. In no event shall any assignment or sublease permit any violation of the terms of this Lease or grant any greater rights than those afforded Tenant under this Lease. Notwithstanding anything to the contrary contained herein in no event may Tenant receive any profit, bonus or income from assigning or subleasing all or part of the Premises for a greater Base Rent, percentage rent or other amounts than charged by Landlord to Tenant, all such amounts being due and payable to Landlord.

ARTICLE 25 NOTICE

No notices or other communications given under this Lease shall be effective unless the same is in writing and delivered personally or sent by registered or certified U.S. mail, return receipt requested, first class, postage prepaid, or sent by recognized overnight courier and addressed to the respective party at the respective address set forth in Section 1.1 or 1.2 or to such other address as a party shall designate by giving notice to the other party in accordance with this Section. Notice shall be deemed effective on the date received or refused by the addressee, except notice of change of address which shall only be effective upon receipt.

ARTICLE 26 CONVEYANCE BY LANDLORD

In the event of any transfer(s) of Landlord's interest in the Premises, the transferor shall be released from all obligations and liabilities under this Lease accruing from and after such transfer, and the transferee shall become liable for all Landlord's obligations and liabilities under this Lease that accrue during the period of such transferee's ownership of the Premises.

ARTICLE 27 RECORDING

This Lease shall not be recorded. However, a lease memorandum shall be entered upon request by either party, the form of which shall be subject to the reasonable approval of the parties. Either party may record the same at its own expense.

ARTICLE 28 SIGNAGE

28.1. Exterior Wall Sign.

Tenant may install a single wall sign on the external front wall of the Premises at Tenant's sole cost. The exact size, color, design, and placement of such sign shall be subject to Landlord's prior written approval, however, under no circumstances may Tenant's exterior building signage exceed the maximum amount permitted under code without variance and/or disproportionately limiting the square footage available to other tenants. Upon vacating the Premises, the Tenant shall remove such wall sign and restore the external wall of the Premises to its original condition, at Tenant's cost. Except as provided in this Article 28, no other signs shall be installed or maintained at, on, or about the Premises.

28.2. Signs.

Except for customary stickers for credit card acceptance or security that are professionally prepared, Tenant shall not place on any exterior door or window of the Premises any signs or advertising matter, unless Landlord grants prior written approval.

ARTICLE 29 MISCELLANEOUS

29.1. Binding Effect.

This Lease shall be binding upon and inure to the benefit of the successors and assigns of Landlord, and shall be binding upon and inure to the benefit of Tenant, its successors, and, to the extent subleasing or assignment may be approved by Landlord hereunder, Tenant's sublessees and assigns.

29.2. Illinois Law Governs.

This Lease is declared to be an Illinois contract, and all of the terms thereof shall be construed according to the internal laws of the State of Illinois, that is without reference to any conflict provisions. Venue shall only be proper in Winnebago County, Illinois, where the Lease was signed.

29.3. Headings.

Landlord and Tenant mutually agree that the headings and captions contained in this Lease are inserted for convenience of reference only, and are not to be deemed part of or to be used in construing this Lease.

29.4. Severability.

If any term or provision of this Lease or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term of this Lease shall be valid and enforceable to the fullest extent permitted by law.

29.5. Relationship of Parties.

Nothing contained herein shall be deemed or construed by the parties hereto, or by any third party, as creating the relationship of principal and agent or of partnership or of joint venture between the parties hereto, it being understood and agreed that neither the method of computation of Rent nor any other provision contained herein, nor any acts of the parties hereto, shall be deemed to create any relationship between the parties hereto other than the relationship of Landlord and Tenant.

29.6. Rent.

All amounts due and payable from Tenant under this Lease shall be considered as Rent.

29.7. Shopping Center Lease.

Because the Premises are part of an integrated complex involving other tenants, it is the parties' intention that this Lease be deemed a "Shopping Center Lease" within the meaning of the bankruptcy code.

29.8. Consents and Waivers.

No consent or waiver, by either party expressed or implied, to or of any breach of any covenant, condition, or duty of the other party shall be construed as a consent or waiver to or of any other breach of the same or any other covenant, condition, or duty. The subsequent acceptance by Landlord of any Rent due, Additional Rent or any other monetary obligation of Tenant under this Lease shall not be a waiver of any preceding breach by Tenant of any term, covenant or condition of this Lease. No term, covenant, or condition of this Lease shall be deemed waived by either party unless such waiver is executed by the party in writing.

29.9. Remedies Cumulative.

No remedy herein or otherwise conferred upon or reserved to Landlord shall be considered to exclude or suspend any other remedy, but the same shall be cumulative and shall be in addition to every other remedy given hereunder, or now or hereafter existing at law or in equity or by statute,

and every power and remedy given by this Lease to Landlord may be exercised at any time and from time to time and so often as occasion may arise or as may be deemed expedient.

29.10. Attorneys' Fees.

In the event of any litigation between the parties arising from or related to this Lease, the non-prevailing party shall pay all reasonable fees, cost and expenses incurred in such proceeding, including reasonable attorneys' fees and expenses.

29.11. Late Charge; Interest.

Any installment of Rent or other charges to be paid by Tenant accruing under the provisions of this Lease that will not be paid when due, will bear interest as outlined under the Prompt Payment Act.

29.12. Submission of Lease.

The submission of this document for examination and negotiation does not constitute an offer to lease, or a reservation of, or option for, the Premises, and this document becomes effective and binding only upon the execution and delivery hereof by Tenant and Landlord, and approval by Landlord's mortgagee if applicable. All negotiations, considerations, representations, and understandings between Landlord and Tenant are incorporated herein and may be modified or altered only by agreement in writing between Landlord, and Tenant, and no act or omission of any employee or other agent of Landlord shall alter, change, or modify any of the provisions hereof. Prior to execution, the terms of this Lease must be approved by the County Board of Winnebago County, Illinois. Execution of this Lease by Tenant hereby confirms that such approval has been obtained, and Landlord can rely on such signature as having the necessary approvals and consent for the County and related entities to enter into this Lease.

29.13. Context.

All terms used in this Lease, regardless of the number or gender in which they are used shall be deemed and construed to include any other number, singular or plural, and any other gender, masculine, feminine, or neuter as the context or sense of this Lease or any Article, Section or clause herein may require, as if such terms has been fully and properly written in such number or gender.

29.14. Brokerage.

Tenant warrants that it has had no dealings with any broker or agent in connection with this Lease.

29.15. Authorship.

This Lease has been the subject of extensive negotiations between the parties and the interpretation hereof shall not be based upon any presumption that either party has been the drafter hereof.

29.16. Survival of Tenant's Obligations.

All of Tenant's obligations arising under this Lease shall survive the expiration or earlier termination of this Lease.

29.17. Accord and Satisfaction.

No payment by Tenant or receipt by Landlord of a lesser amount than any installment or payment of Rent, Additional Rent, or other sum due, and no endorsement or statement on any check or any letter accompanying any check or payment of Rent, Additional Rent, shall be deemed an accord

and satisfaction, and Landlord may accept such check payment without prejudice to Landlord's right to recover the balance of such installment or payment of Rent, Additional Rent or other sum and pursue any other remedies available to Landlord. No receipt of money by Landlord from Tenant after the termination of this Lease or Tenant's right of possession of the Premises shall reinstate, continue or extend the Term.

29.18. Joint and Several Liability.

In the event Tenant is comprised of two or more individuals or entities, each such party shall be jointly and severally liable for all obligations of Tenant hereunder including, but not limited to, the payment of Rent and Additional Rent.

29.19. Independent Covenants.

The obligations of Landlord and Tenant, respectively, under this Lease are expressly agreed by the parties to be independent covenants.

29.20. Guaranty.

Intentionally deleted.

29.21. Exhibits.

The following Exhibits are attached to and incorporated into this Lease by reference:

- Exhibit A-1 – Site Plan
- Exhibit A-2 – Floor Plan
- Exhibit B – Legal Description of Shopping Center
- Exhibit C – Commencement Date Agreement
- Exhibit D – Title Exceptions
- Exhibit E – Summary of Exclusive, Restricted, and/or Prohibited Uses
- Exhibit F – Landlord's Work

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK. SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto have executed this Lease under their seal as of the day and year first above written.

LANDLORD:

By: _____

Name: _____

Its: _____

TENANT:

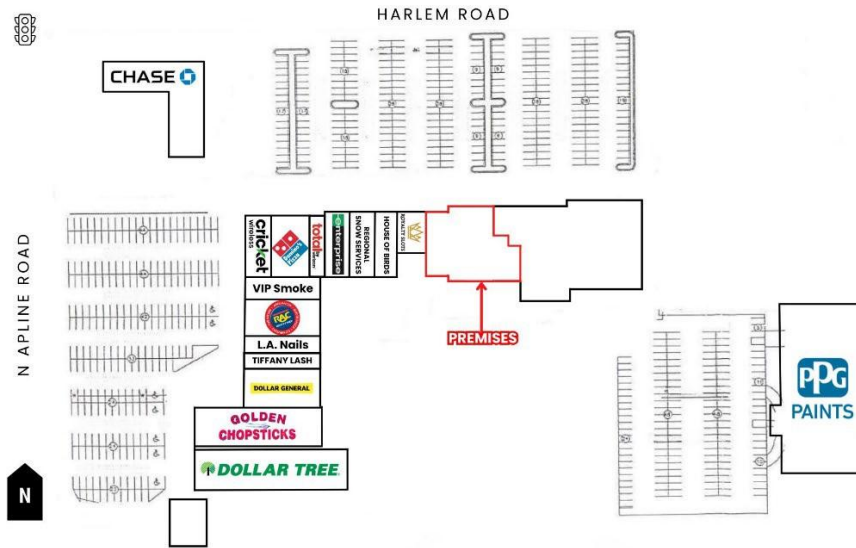
By: _____

Name: _____

Its: _____

Exhibit A-1

Site Plan



FOR REFERENCE ONLY. MAY NOT BE TO SCALE AND DOES NOT CONSTITUTE A REPRESENTATION OR WARRANTY. THE INCLUSION OF NAMES OR LOGOS ON THIS EXHIBIT WHICH DEPICT ANY OCCUPANT OTHER THAN TENANT ARE FOR ARTISTIC PURPOSES ONLY. THEY DO NOT CONSTITUTE A REPRESENTATION OR WARRANTY AS TO ANY EXISTING OR ON-GOING TENANCIES.

Floor Plan



Exhibit B

Legal Description of Shopping Center

PARCEL I:

Part of the Northeast Quarter of Section 32, Township 45 North, Range 2 East of the Third Principal Meridian, bounded and described as follows, to-wit: Beginning at a point on the West line of said Quarter Section, 292.50 feet South of the Northwest corner of said Quarter Section; thence South, along the West line of said Quarter Section, a distance of 495.50 feet; thence East, parallel with the North line of said Quarter Section, a distance of 183.0 feet; thence South, parallel with the West line of said Quarter Section, a distance of 100.0 feet; thence East, parallel with the North line of said Quarter Section, a distance of 328.25 feet; thence Northeasterly, to a point 510.0 feet South of the North line of said Quarter Section and 455.0 feet West of the East line of the West Half of said Quarter Section; thence North, parallel with the East line of the West Half of said Quarter Section, a distance of 510.0 feet to the North line of said Quarter Section; thence West, along the North line of said Quarter Section, a distance of 551.90 feet; thence South parallel with the West line of said Quarter Section, a distance of 146.67 feet; thence Southwesterly, along a circular curve to the right, having a radius of 185.0 feet, to a point (the chord across said curved course bears Southwesterly, a distance of 70.22 feet); thence Southwesterly, along a circular curve to the left, having a radius of 215.0 feet, to a point (the chord across said curved course bears Southwesterly, a distance of 81.60 feet); thence West, perpendicular to the West line of said Quarter Section, a distance of 291.0 feet to the point of beginning. Excepting therefrom that part of aforesaid premises conveyed by Harlem-Alpine, Inc. to the People of the State of Illinois by Warranty Deed recorded August 14, 1974 as Microfilm Number 74-15-1773 in the Recorder's Office of Winnebago County, Illinois. Subject to and together with an easement for ingress and egress purposes over the West 40.0 feet of the East 475.0 feet of the North 510.0 feet of the West Half of said Quarter Section, in Winnebago County, State of Illinois.

PARCEL II:

Part of the Northeast Quarter of Section 32, Township 45 North, Range 2 East of the Third Principal Meridian, bounded and described as follows, to-wit: Beginning at a point on the North line of said Quarter Section, 871.73 feet East of the Northwest corner of said Quarter Section; thence East, along the North line of said Quarter Section, a distance of 325.0 feet to a point 130.0 feet West of the Northeast corner of the West Half of said Quarter Section; thence South, parallel with the East line of the West Half of said Quarter Section, a distance of 888.0 feet; thence West, parallel with the North line of said Quarter Section, a distance of 685.0 feet to a point 511.25 feet East of the West line of said Quarter Section; thence Northeasterly, to a point 510.0 feet South of the North line of said Quarter Section and 455.0 feet West of the East line of the West Half of said Quarter Section; thence North, parallel with the East line of the West Half of said Quarter Section, a distance of 510.0 Feet to the point of beginning. Excepting therefrom that part of aforesaid premises conveyed by Harlem-Alpine, Inc. to the People of the State of Illinois by Warranty Deed recorded August 14, 1974 as Microfilm Number 74-15-1773 in the Recorder's Office of Winnebago County, Illinois. Subject to and together with an easement for ingress and egress purposes over the West 40.0 feet of the East 475.0 feet of the North 510.0 feet of the West Half of said Quarter Section, situated in the County of Winnebago and State of Illinois.

EXCEPTING THEREFROM:

The Plat of Ranger Partners XXVI Subdivision, being a subdivision of part of the Northeast Quarter (1/4) of Section 32, Township 45 North, Range 2 East of the Third Principal Meridian, the Plat of which subdivision is recorded in Book 40 of Plats on Page 146A in the Recorder's Office of Winnebago County, Illinois.

Exhibit C

Commencement Date Agreement

This Commencement Date Agreement ("Agreement") is made and entered into between _____ ("Landlord") and _____ ("Tenant") as of _____, 20__.

Recitals:

- A. The parties entered into a Lease dated _____ ("Lease")
- B. The parties agreed to enter into a supplemental agreement confirming the Commencement Date, the first and last day of the first Lease Year, and the last day of the Initial Term.

NOW, THEREFORE, the parties hereby agree as follows:

1. **Recitals; Definitions.** The Recitals are hereby incorporated, and capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Lease.
2. **Commencement Date.** The Commencement Date of the Lease is _____.
3. **Rent Commencement Date.** The Rent Commencement date is _____.
4. **First Lease Year.** The First Lease Year commences on _____ and the last day of the first Lease Year is _____.
5. **Term.** The last day of the Initial Term is _____.
6. **Premises Square Footage.** The Premises shall contain approximately _____ square feet.
7. **Base Rent.** The initial Base Rent is _____ per RSF, constituting _____ per year and _____ per month. Base Rent after the first year is as shown in the following table.

Lease Year	Monthly Rent	Annual Rent	Cost / Sq. Ft.

8. **Option.** [If applicable.] Tenant may exercise its first option of _____ years by giving Landlord Notice on or before _____.
9. **Supplemental Options.**[If applicable.] Tenant may exercise its second option of _____ years by giving Landlord Notice on or before _____. Tenant may exercise its third option of _____ years by giving Landlord Notice on or before _____.
10. **Landlord's Estimate of Operating Expenses for Tenant.** Landlord's estimate of monthly Operating Expenses for Tenant is \$_____ per square foot of Premises for the first twelve (12) months of the Initial Term, constituting \$_____per month. The parties acknowledge that these amounts are good faith estimates, and Landlord shall not be in default if such estimates are incorrect.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the above date period.

LANDLORD:

TENANT:

By: _____

By: _____

Name: _____

Name: _____

Its: _____

Its: _____

Exhibit D

Title Exceptions

1. Utility Easement dated April 22, 1968 and recorded May 1, 1968 in Microfilm Number 68-09-1110 as Document Number 1185018 for sewer line under, over and across a strip of land 13 feet wide, the North edge of said strip begins on the East line of Grantee's real estate described as follows: A Part of the Northeast 1/4 of Section 32, Township 45 North, Range 2 East of the Third Principal Meridian, bounded and described as follows, to-wit: Beginning at a point on the West line of said 1/4 Section, 788.0 feet South 00 degrees 37'30" West of the Northwest corner of said 1/4 Section; thence South 00 degrees 37'30" West, along the West line of said 1/4 Section, a distance of 160.00 feet; thence South 89 degrees 57'10" East, parallel with the North line of said 1/4 Section, a distance of 183.00 feet; thence North 00 degrees 37'30" East, parallel with the West line of said 1/4 Section, a distance of 160.00 feet; thence North 89 degrees 57'10" West, parallel with the North line of said 1/4 Section, a distance of 183.00 feet to the place of beginning, at a point approximately 880 feet South of the North line of said Section, and extends East parallel with said Section line for 700 feet, together with the right of ingress and egress.
2. Easement created by Grant dated November 9, 1967 and recorded January 22, 1968 in Microfilm Number 68-02-0639 as Document Number 1178992 made by Harlem-Alpine, Inc., to Illinois Bell Telephone Company, its successors and assigns, for communication systems consisting of markers, test-terminals, wires, cables and associated equipment for transmission of sounds and signals by electricity upon, over, along, under and across a strip of land 5 feet wide adjacent to, parallel with the South of a line parallel with and 791 feet South of the North line of the Northeast Quarter of Section 32, Township 45 North, Range 2 East of the Third Principal Meridian. Said strip of land begins at a point 150 feet East of the East line of the public highway known as Alpine Road and extends East for a distance of 300 feet, together with the right of access to the same.
3. Unrecorded Easement 10 feet in width for water mains, the centerline of which runs parallel with and 66 feet East of the West line of said Northeast 1/4 as disclosed by Instrument recorded May 1, 1968 as Document Number 1185018 noted at the above mentioned utility easement.

Perpetual Water Main Easement granted to Loves Park Water Department, dated September 22, 1978 and recorded October 5, 1978 in Microfilm Number 78-28-0339 as Document Number 1470624, for full particulars of which we refer to the public records.

5. Perpetual Easement for Gas Mains granted by Harlem-Alpine, Inc., a Corporation of Illinois to Northern Illinois Gas Company, its successors and assigns, not dated or acknowledged, recorded November 13, 1978 in Microfilm Number 78-31-1251 as Document Number 1473940, for full particulars of which we refer to the public records.
6. Grant of Easement made November 17, 1978 by Harlem-Alpine, Inc., a Illinois Corporation to Joseph A. Rotello and Pamela J. Rotello recorded November 27, 1978 in Microfilm Number 78-33-0230 as Document Number 1475311 wherein the grantor, conveys and warrants to Grantee and their heirs, executors, administrators and assigns, three rights of way and easements for the purpose of hooking up to the Sanitary Sewer System which now runs across the land and other property and for laying, maintaining and operating pipelines necessary for said hookups. Said rights of way and easements shall be 10 feet in width on and through the land and other property. Said easements for hookup shall be placed at the discretion of Grantee. Grantee will pay for all labor and materials to effect hookups and restore easement surface area to same condition as existing before grantee cuts into sewer line. Concomitant and co-extensive with this right is the further right in Grantee of ingress and egress over and on that portion of land belonging to Grantor described as follows: A strip of land 10 feet in width, the East edge of said strip begins on the South side of Harlem Road at a point approximately 1196.25 feet East of the West line of the Northeast Quarter of Section 33, Township 45 North, Range 2 East of the Third Principal Meridian, and extends South parallel with the West line of said Quarter Section for a distance of 888.00 feet situated in the County of Winnebago and State of Illinois, to effect the purposes of the easement.
7. Interest of Aurora Pizza Hut, Inc., lessee of part of the land as disclosed by Assignment of Lease dated November 11, 1971 from Gordon L. Harrah, Inc.; said Assignment is dated October 1, 1978 and was recorded February 6, 1979 in Microfilm Number 79-03-1063 as Document Number 1481278 and all rights thereunder, of and all acts done or suffered thereunder by said lessee or by any party claiming by, through or under said lease.
8. Terms and provisions of unrecorded leases and the rights of the lessees claiming thereunder.
9. Terms and provisions of lease dated May 18, 1987 as disclosed by a Memorandum of Lease dated June 18, 1987 and recorded June 24, 1987 in Microfilm Number 87-23-1941 as Document Number 1757253 and re-recorded in Microfilm Number 87-35-1220 as Document Number 1770338 made by Sunil Partners II to Harlem-Alpine, Inc., an Illinois Corporation.

4.

Perpetual Gas Main Easement not dated and recorded March 3, 1972 as Document Number 1277355 in Microfilm Number 72-05-0401 granted by Harlem-Alpine, Inc., an Illinois Corporation to Northern Illinois Gas Company, its successors and assigns a perpetual easement and right-of-way for the purpose of laying, maintaining, operating, renewing, replacing and removing gas mains and any necessary gas facilities appurtenant thereto, together with the right of access thereto for said purposes, in, upon, under, along and across the following described property situated in Winnebago County, Illinois: A 10 foot easement beginning at a point 698 feet south of the Northwest corner of the Northeast Quarter of Section 32, thence 260 feet East; thence 10 feet South; thence 260 feet West; thence 10 feet North to the point of beginning. All located in the Northwest Quarter of the Northeast Quarter of Section 32, Township 45 North, Range 2 East of the Fourth Principal Meridian, Harlem Township, Winnebago County, Illinois. Grantor reserves the right to use the Easement Property in any manner not inconsistent with the rights granted herein, provided, however, that Grantor shall not build, construct, erect or place, or permit others to build, construct, erect or place any buildings, utility poles, utility lines, railroad tracks, public roads or other structures or improvements above, over, in, upon, across, along or under the Easement Property without the prior written consent of Grantee.

Exhibit E

Summary of Exclusive, Restricted, and/or Prohibited Uses

Provisions may be quoted verbatim; if so, references to other exhibits or sections shall be deemed to incorporate those exhibits/sections of the relevant leases or other agreements, and capitalized terms shall have the respective meanings ascribed to such terms in the lease or other agreement containing the exclusive, restricted and/or prohibited use restrictions.

1. Standard Lease dated July 7, 2005, between CC of Northern Illinois, L.L.C. and DeKalb-Harlem, L.L.C.

F. EXCLUSIVITY. Subject to existing leases, for so long as this Lease remains in effect, Landlord shall not lease within the building, either directly or indirectly a business for the principal use of a hair salon for cutting, styling, tinting, perms and tanning services.

2. Lease dated June 11, 2010, between Data Listing Services, L.L.C. d/b/a The Connection and DeKalb-Harlem, L.L.C.

1.11. Exclusive Use. Landlord shall not permit any other Tenant within the Shopping Center to operate a call center, provided that the foregoing shall not prohibit the operation of a call center that (i) is incidental to an occupant's business, (ii) involves an occupant calling customers for its own account, and (iii) includes no more than fifteen (15) calling seats.

3. Lease dated October 22, 1997, between Ranger Partners XXVI, LLC and Dolgencorp, Inc.

IV. EXCLUSIVE USE COVENANT. Except as permitted by any existing leases, Lessor covenants and agrees not to lease, rent, occupy, or allow to be occupied, any part of the Shopping Center premises for the purpose of conducting business as or for use as a Family Dollar Store, Bill's Dollar Store, Fred's, or Super Ten.

4. Lease Agreement dated May 20th, 2004, between Ranger Partners XXVI, L.L.C. and 5. Dollar Tree Stores, Inc.

15. Exclusive; Restricted Uses. As a material inducement for Tenant to enter into this Lease, Landlord hereby agrees as follows:

- a. Tenant shall have an exclusive for a single price point variety retail store ("Exclusive" or "Exclusive Use"). A single price point variety retail store is hereby defined as a store that offers all of its merchandise for sale at a single price point.
- b. In addition, Landlord will not permit any other occupant in the Shopping Center to operate the following without Tenant's consent and such consent shall be in Tenant's sole and absolute discretion:
 - (1) a close-out store (not including a going out of business sale conducted by another tenant);
 - (2) a retail store whose "principal business" (hereinafter defined) is:

- a. selling variety retail merchandise at a single price point;
 - b. selling gifts, cards, and other party supplies (individually or collectively); or
 - c. selling artificial flowers and picture frames (individually or collectively);
- (3) variety retail operations with the word "Dollar" in their trade name.

For the purpose of this Section, "principal business" shall be defined as selling such merchandise in twenty-five percent (25%) or more of the sales floor area (including one-half (1/2) of the adjacent aisle space).

6. Lease dated September 30, 2011 between Harlem-Alpine, L.L.C. and Hang Jiang, d/b/a Golden Chopsticks Buffet.
Landlord agrees that,

subject to the terms of existing Lease, it shall not permit any other tenant of the Property to operate an asian style buffet.

7. Lease Agreement dated March 23, 2010 between DeKalb-Harlem, LLC and Rent-A-Center East, Inc.

During the Term of this Lease, and all renewals thereof, Landlord agrees not to lease any other space in the Shopping Center or in any contiguous, proximate or adjoining property now or hereafter owned or controlled, directly or indirectly, by the Landlord, to any other occupant, or consent to modification of any existing lease, or the assignment or subletting by any other tenant within the Shopping Center, which will permit the tenant or subtenant thereunder to engage in a business which leases, markets, provides or rents consumer durable goods with the option to own and occasionally sells consumer durable goods (i.e., as an example, but not limited to, Aaron's, ColorTyme, Bestway, etc.). *Nothing contained herein shall prohibit the lease or rental of products with the option to own offered as an incidental part of another tenant's primary business and the parties agree that this provision does not prohibit Landlord from entering into a lease with a car rental facility.*

8. Lease Agreement dated February 7, 2013, between DeKalb-Harlem, L.L.C. and Brew City Pizza, Inc.

Shopping Center. Subject to existing leases, Landlord agrees that within the building in which the Premises is located, the Landlord shall not lease to a competing business that directly or indirectly serves as a pizza bakery, pizza delivery, carryout, or take & bake store or restaurant that sells pizza for delivery, carryout or take & bake. The parties acknowledge that the foregoing shall not restrict or otherwise prohibit a restaurant or buffet that offers pizza as part of a broader selection of menu items primarily for on-premises consumption.

9. Lease Agreement dated August 12, 2021, between DeKalb-Harlem, L.L.C. and Twins75 Harlem, LLC

1.11. Exclusive Use: Provided Tenant is open and operating in the Premises as a "licensed establishment" as such term is defined by the Illinois Video Gaming Act and is not in default beyond any applicable cure period, after the date of this Lease, Landlord shall not enter into any lease with another tenant for space in the area identified in **Exhibit A** as "Restricted Area" which permits such space to be used primarily for the operation of a "licensed establishment" as such term is defined by the Illinois Video Gaming Act. If Tenant fails to open a "licensed establishment" as such term is defined by the Illinois Video Gaming Act in the Premises within nine months following the Commencement Date, or thereafter Tenant ceases to operate a "licensed establishment" as such term is defined by the Illinois Video Gaming Act in the Premises for ninety or more consecutive days, the provisions of this Section 1.11 shall be of no further force or effect. This Section 1.11 shall not apply to any existing leases, as may be amended, extended, and/or renewed.

10. Lease Agreement dated August 12, 2021, between DeKalb-Harlem, L.L.C. and Enterprise Rent-A-Car Company-Midwest, LLC

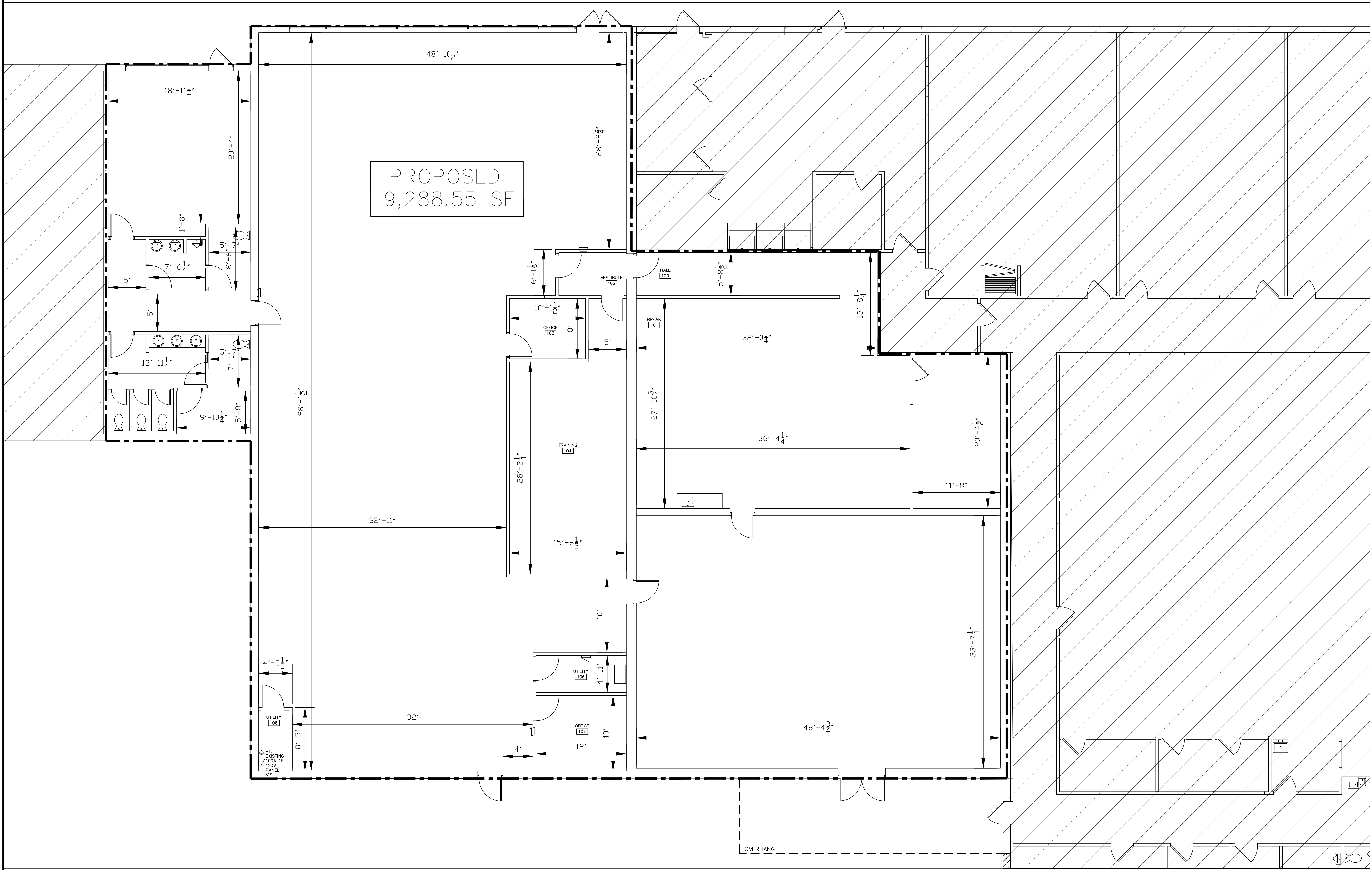
Section 22.3. Restrictive Covenant

Subject to this lease and any leases existing as of the effective date hereof, Landlord will not enter into a lease with or grant any right to any other person or entity which would permit the use of the Property or the Premises for the ~~sale~~, rental or ~~leasing~~ of motor vehicles during the Term. The foregoing shall not apply to the sale of a vehicle used by a tenant in the operation of an unrelated business nor shall it require Landlord to police the parking lot for vehicles marked "for sale." If Landlord violates the

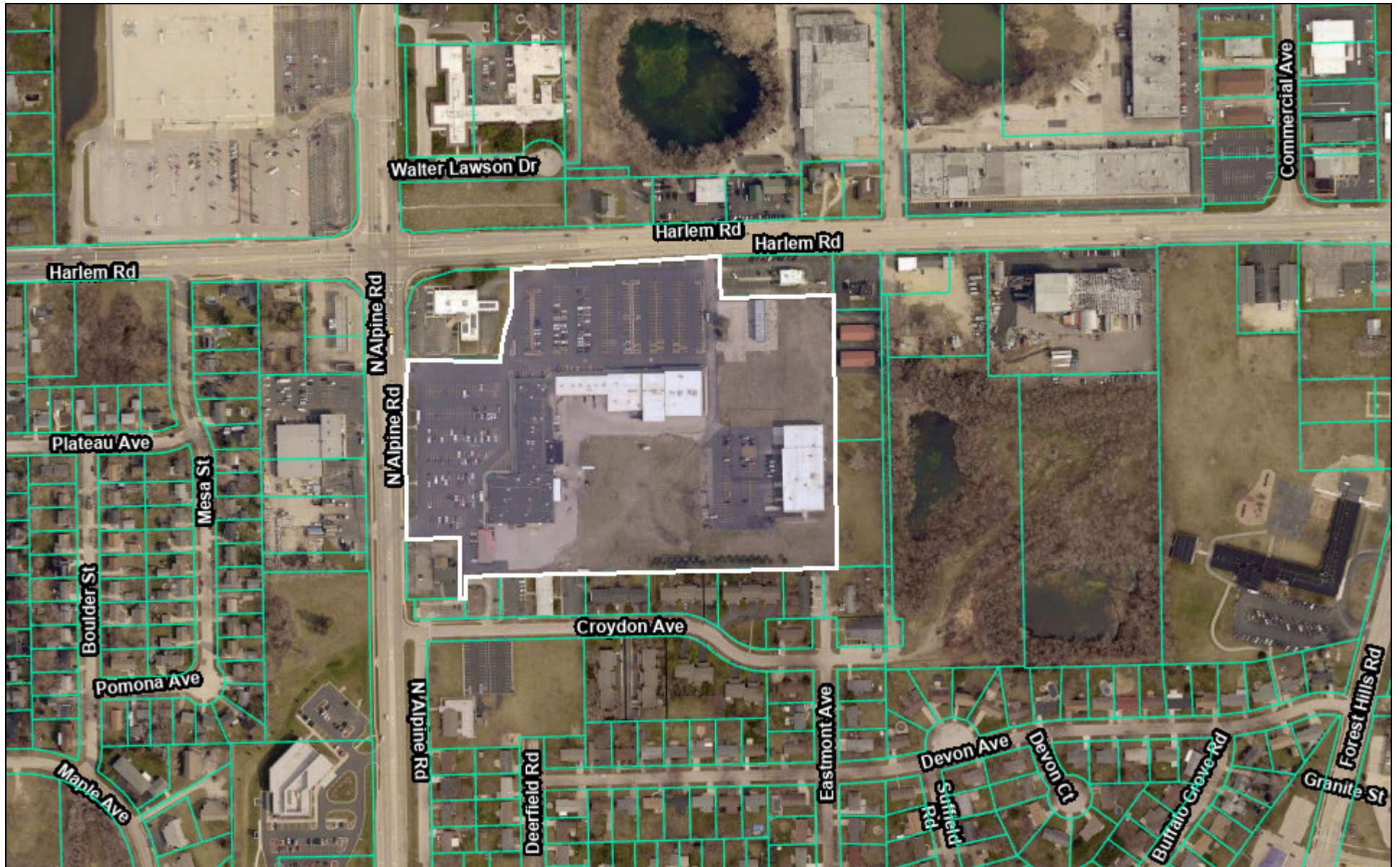
Exhibit F

Landlord's Work

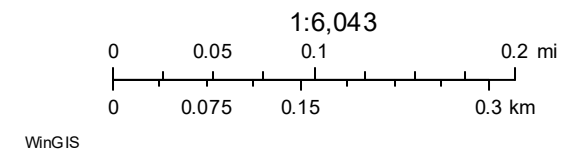
1. Demise space per floor plan. *See* Exhibit A-2.
2. Demo walls and ceilings necessary for new layout.
3. New demising walls to be finished to level 4 on tenant side of wall.
4. New interior walls to extend six inches above ceiling, be insulated, and finished on both sides to level 4.
5. Remove and replace flooring in existing Break Room/Hall with new VCT, per Landlord standard.
6. Remove and replace flooring in existing Break Room offices with new carpet tile, per Landlord standard.
7. Remove and replace raised flooring in existing IT room with new VCT, per Landlord standard.
8. Patch existing carpet tile where walls removed.
9. New flooring areas to receive new vinyl wall base
10. Patch drywall on existing walls.
11. Paint all walls – 2 coats, color to be chosen from standard Landlord palette.
12. Install new double door at exterior wall per plan. Door to be a hollow metal frame, metal insulated doors, and standard door hardware with closers.
13. Install new interior doors where necessary. Doors to be a hollow metal frame, solid wood door, and standard door hardware. Door finish to be selected from Landlord standard palette.
14. Finish selections to be chosen from standard Landlord palette.
15. Replace ceiling grid and tile necessary for new room layout. Grid and tile to match existing.
16. Replace stained/damaged ceiling tile throughout space. Tile to match existing.
17. Rework ductwork for new layout. Existing RTU's, thermostats, and controls to remain.
18. Where Landlord deems feasible, Landlord will separately meter gas, electric, and water in the demised space.
19. Install duplex outlets at 10'-0" on center on perimeter walls of main entrance office area. Outlets to be surface mounted where necessary.
20. Replace light bulbs at fixtures missing them or where burned out.
21. Access control systems, burglar alarm, low voltage wiring and devices, etc. by Tenant.



08-32-201-007



9/10/2025



Harlem & Alpine - The Connection

6/26/2025

Qualifications

Demo & construction necessary to complete proposed floor plan dated 6/17/25. Existing breakroom area to use VCT flooring, existing IT room area to use VCT flooring. Existing flooring to remain at west office area and west bathrooms/office area. Carpet tile to be patched where removed. Remove and replace broadloom carpet in office with 2 doors adjacent to old breakroom. Carpet tile to be Balvinder Blue. Install wall outlets in west office area and new storage area along the perimeter walls at 10'-0" O.C. Separately meter utilities. Replace damaged ceiling tile. HVAC will be cut off to the old Connection main entrance lobby and 4 lobby offices because they are out of the newly demised space and have no RTU or ductwork. RTU and ductwork that serves this area now are over the existing Breakroom but the new demising wall will cut off the ductwork. West bathroom space and west office space do not have fire sprinklers. Main Connection space does have fire sprinklers. IT room does not have fire sprinklers but has an FM 200 system. Reworking sprinklers in the main Connections space and adding sprinklers. Assuming the existing gas meter for Connection west office can handle adding 2 more RTU's.

Division #		Category	Units	Quantity	Total Cost	SF Cost	Cash Total
5-100	Masonry Lintels	M	EA		\$350.00	\$0.04	
5-100	Masonry Lintels	S	LS	1	\$320.00	\$0.03	
5-105	RTU Support Steel	S	LS	1	\$0.00	\$0.00	
	DOORS & HARDWARE						\$7,090.00
8-100	Re-Install Office Door 105 In Wall BTW Breakroom & I.T. Room	M	EA	1	\$150.00	\$0.02	
8-100	Re-Install Office Door 105 In Wall BTW Breakroom & I.T. Room	S	EA	1	\$160.00	\$0.02	
8-100	3/0x7/0 HM Frame & Wood Door - New Opening @ Office 105	M	EA	1	\$1,200.00	\$0.13	
8-100	3/0x7/0 HM Frame & Wood Door - New Opening @ Office 105	S	EA	1	\$160.00	\$0.02	
8-100	6/0x7/0 HM Frame & HM Doors - New Exterior Opening	M	EA	1	\$1,500.00	\$0.16	
8-100	6/0x7/0 HM Frame & HM Doors - New Exterior Opening	S	EA	1	\$320.00	\$0.03	
8-100	6/0x?? Wood Door In Existing Fencing	M	EA	1	\$750.00	\$0.08	
8-100	6/0x?? Wood Door In Existing Fencing	S	EA	1	\$640.00	\$0.07	
8-100	Door Hardware - Relocated Door	M	EA	1	\$100.00	\$0.01	
8-100	Door Hardware - Relocated Door	S	EA	1	\$40.00	\$0.00	
8-100	Door Hardware - Exterior Dbl Door	M	EA	1	\$1,500.00	\$0.16	
8-100	Door Hardware - Exterior Dbl Door	S	EA	1	\$160.00	\$0.02	
8-100	Door Hardware - Wood Fence Door	M	EA	1	\$250.00	\$0.03	
8-100	Door Hardware - Wood Fence Door	S	EA	1	\$160.00	\$0.02	
	FINISHES						\$32,243.00
9-200	Drywall Demising Wall - Both Sides	M	Sheets	7	\$200.00	\$0.02	
9-200	Drywall Demising Wall - Both Sides	S	Sheets	7	\$280.00	\$0.03	
9-200	Drywall @ I.T. Room Door Infill - Both Sides	M	Sheets	2	\$75.00	\$0.01	
9-200	Drywall @ I.T. Room Door Infill - Both Sides	S	Sheets	2	\$80.00	\$0.01	
9-200	Drywall Patch @ I.T. Room Ramp Wall Removal	M	LS	1	\$50.00	\$0.01	
9-200	Drywall Patch @ I.T. Room Ramp Wall Removal	S	LS	1	\$80.00	\$0.01	
9-200	Drywall Patch @ Breakroom Hallway Wall Removal	M	LS	1	\$50.00	\$0.01	
9-200	Drywall Patch @ Breakroom Hallway Wall Removal	S	LS	1	\$80.00	\$0.01	
9-200	Drywall Patch @ New Opening BTW Breakroom & I.T.	M	LS	1	\$150.00	\$0.02	
9-200	Drywall Patch @ New Opening BTW Breakroom & I.T.	S	LS	1	\$160.00	\$0.02	
9-200	Drywall Patch @ New Opening BTW Office 105 & I.T.	M	LS	1	\$80.00	\$0.01	
9-200	Drywall Patch @ New Opening BTW Office 105 & I.T.	S	LS	1	\$160.00	\$0.02	
9-200	Drywall Patch @ New Exterior Dbl Door	M	LS	1	\$80.00	\$0.01	
9-200	Drywall Patch @ New Exterior Dbl Door	S	LS	1	\$160.00	\$0.02	
9-200	Drywall Patch Throughout (ALLOWANCE)	M	LS	1	\$250.00	\$0.03	
9-200	Drywall Patch Throughout (ALLOWANCE)	S	LS	1	\$960.00	\$0.10	
9-225	Frame Demising Wall (6"x14')	M	LF	14	\$250.00	\$0.03	
9-225	Frame Demising Wall (6"x14')	S	LF	14	\$238.00	\$0.03	
9-225	Frame Headers & Jambs @ New Door Openings	M	LF	60	\$150.00	\$0.02	
9-225	Frame Headers & Jambs @ New Door Openings	S	LF	60	\$640.00	\$0.07	
9-225	Frame In Door Opening To I.T.	M	LF	3	\$50.00	\$0.01	
9-225	Frame In Door Opening To I.T.	S	LF	3	\$160.00	\$0.02	
9-238	6" Slip Track	M	LF	14	\$50.00	\$0.01	
9-510	Replace Damaged Ceiling Tile (ALLOWANCE)	M	SF	2350	\$2,400.00	\$0.26	
9-510	Replace Damaged Ceiling Tile (ALLOWANCE)	S	SF	2350	\$640.00	\$0.07	
9-648	VCT Flooring (Armstrong Imperial)	M	SF	2850	\$6,200.00	\$0.67	
9-648	VCT Flooring (Armstrong Imperial)	S	SF	2850	\$3,200.00	\$0.34	
9-648	VCT Adhesive & Accessories	M	LS	1	\$1,000.00	\$0.11	
9-650	Vinyl Base	M	LF	360	\$310.00	\$0.03	
9-650	Vinyl Base	S	LF	360	\$640.00	\$0.07	
9-650	Vinyl Base Adhesive & Accessories	M	LS	1	\$200.00	\$0.02	
9-680	Carpet Tile (Balvinder)	M	SF	250	\$500.00	\$0.05	
9-680	Carpet Tile (Balvinder)	S	SF	250	\$320.00	\$0.03	
9-680	Carpet Adhesive & Accessories	M	LS	1	\$150.00	\$0.02	
9-690	Flooring Restoration/Prep	M	SF	2825	\$1,500.00	\$0.16	
9-690	Flooring Restoration/Prep	S	SF	2825	\$640.00	\$0.07	
9-850	Paint Gas Piping	M	LF	40	\$50.00	\$0.01	
9-850	Paint Gas Piping	S	LF	40	\$160.00	\$0.02	
9-900	Paint Interior Walls - 2 Coats	M	SF	11652	\$3,500.00	\$0.38	
9-900	Paint Interior Walls - 2 Coats	S	SF	11652	\$6,400.00	\$0.69	
	EQUIPMENT						\$1,100.00

Harlem & Alpine - The Connection							6/26/2025
Qualifications							
<p>Demo & construction necessary to complete proposed floor plan dated 6/17/25. Existing breakroom area to use VCT flooring, existing IT room area to use VCT flooring. Existing flooring to remain at west office area and west bathrooms/office area. Carpet tile to be patched where removed. Remove and replace broadloom carpet in office with 2 doors adjacent to old breakroom. Carpet tile to be Balvinder Blue. Install wall outlets in west office area and new storage area along the perimeter walls at 10'-0 O.C. Separately meter utilities. Replace damaged ceiling tile. HVAC will be cut off to the old Connection main entrance lobby and 4 lobby offices because they are out of the newly demised space and have no RTU or ductwork. RTU and ductwork that serves this area now are over the existing Breakroom but the new demising wall will cut off the ductwork. West bathroom space and west office space do not have fire sprinklers. Main Connection space does have fire sprinklers. IT room does not have fire sprinklers but has an FM 200 system. Reworking sprinklers in the main Connections space and adding sprinklers. Assuming the existing gas meter for Connection west office can handle adding 2 more RTU's.</p>							
Division #		Category	Units	Quantity	Total Cost	SF Cost	Cash Total
11-110	Scissor Lifts	E	Weeks		\$350.00	\$0.04	
11-111	Floor Scraper	E	Weeks		\$350.00	\$0.04	
11-120	Forklift	E	Weeks		\$400.00	\$0.04	
	FIRE SUPPRESSION						\$7,000.00
21-150	Sprinkler Head Drops (ALLOWANCE)	S	LS	1	\$7,000.00	\$0.75	
	PLUMBING						\$1,615.00
22-100	Cap Plumbing @ Removed Drinking Fountain	M	LS	1	\$75.00	\$0.01	
22-100	Cap Plumbing @ Removed Drinking Fountain	S	LS	1	\$160.00	\$0.02	
22-710	Gas Pipe	M	LF	40	\$500.00	\$0.05	
22-710	Gas Pipe	S	LF	40	\$880.00	\$0.09	
	HVAC						\$5,500.00
23-070	Cap Duct @ Demising Wall - From Breakroom RTU's	M	LS	1	\$750.00	\$0.08	
23-070	Cap Duct @ Demising Wall - From Breakroom RTU's	S	LS	1	\$800.00	\$0.09	
23-070	Run Duct To Remaining Vacant Offices (ALLOWANCE)	M	LS	1	\$1,000.00	\$0.11	
23-070	Run Duct To Remaining Vacant Offices (ALLOWANCE)	S	LS	1	\$1,500.00	\$0.16	
23-300	Rework Ductwork @ Breakroom	M	LS	1	\$650.00	\$0.07	
23-300	Rework Ductwork @ Breakroom	S	LS	1	\$800.00	\$0.09	
	ELECTRICAL						\$26,905.00
26-500	Install Deduct Meter On Panel @ West Office	M	EA	1	\$750.00	\$0.08	
26-500	Install Deduct Meter On Panel @ West Office	S	EA	1	\$1,360.00	\$0.15	
26-500	Install Panel For Main Connection Space Split	M	EA	1	\$2,500.00	\$0.27	
26-500	Install Panel For Main Connection Space Split	S	EA	1	\$680.00	\$0.07	
26-500	Install Deduct Meter On Main Connection Split Panel	M	EA	1	\$750.00	\$0.08	
26-500	Install Deduct Meter On Main Connection Split Panel	S	EA	1	\$1,360.00	\$0.15	
26-500	Electrical Distribution For Power Split - INCL RTU's	M	LS	1	\$2,500.00	\$0.27	
26-500	Electrical Distribution For Power Split - INCL RTU's	S	LS	1	\$3,400.00	\$0.37	
26-500	Duplex Outlets & Distribution	M	EA	40	\$4,200.00	\$0.45	
26-500	Duplex Outlets & Distribution	S	EA	40	\$7,600.00	\$0.82	
26-500	Light Fixtures - 2'x4' Drop-In = Replace Burnt Out Bulbs	M	LS	1	\$500.00	\$0.05	
26-500	Light Fixtures - 2'x4' Drop-In = Replace Burnt Out Bulbs	S	LS	1	\$640.00	\$0.07	
26-500	Exit Signs	M	EA	3	\$225.00	\$0.02	
26-500	Exit Signs	S	EA	3	\$160.00	\$0.02	
26-500	EM Lights	M	EA	3	\$120.00	\$0.01	
26-500	EM Lights	S	EA	3	\$160.00	\$0.02	
	ELECTRONIC SAFETY & SECURITY						\$2,500.00
28-310	Fire Alarm		LS		\$3,500.00	\$0.27	
	<u>Net Total</u>				<u>\$132,293.00</u>	<u>\$14.13</u>	
35-100	Contingency	O	%	5%	\$6,614.65	\$0.71	
Total Projected Cost					\$138,907.65	\$14.84	\$14.84
					Total Cost	SF Cost	SF CASH



Winnebago County Clerk:

Elections & Early Voting Facility

Present conditions: The Winnebago County Elections Office is located on the 1st Floor of 404 Elm Street and is staffed by 2.5 full-time employees. During elections, an additional 5 to 10 seasonal staff members are brought on to support operations. Early voting at this location serves anywhere from hundreds of voters during Consolidated Elections to thousands during General Elections.

The designated space for Early Voting has moved from the 3rd floor to the 4th floor over time. Originally, election equipment—including tabulators, supply boxes, and polling booths—was stored in basement rooms, a back room labeled “Elections Storage,” and within the office itself. Supplies were transported via elevator, moved through the front lobby, and loaded into trucks staged at the front entrance.

Following the acquisition of new tabulators and supply boxes—funded through ARP (American Rescue Plan) resources—equipment storage and setup were relocated to the Public Safety Building (PSB). This change provided the additional space needed for critical tasks such as equipment testing, loading election software, and conducting public testing. Equipment was staged in an empty lobby area and transported through a covered loading zone, protecting it from weather.

All equipment is loaded and delivered the Saturday and Sunday prior to each election and returned the Wednesday following Election Day. The total space utilized for equipment storage and staging at the PSB was 5,228 square feet.

Due to the ongoing remodel of the Public Safety Building (PSB), election equipment has been temporarily relocated to the lower level of the facility, in multiple rooms adjacent to the morgue. These rooms are designated for maintenance use and were offered as a temporary solution. However, the space is inadequate: it lacks accessibility, has insufficient electrical outlets, and does not provide enough room for proper equipment setup or charging.

Additionally, the location is not suitable for public observation of mandated processes, such as public testing or retabulation of election equipment, as required by statute (5/24-13), which states that each machine must be tested for accuracy in the presence of designated watchers.

The safe and secure loading of election equipment into trucks for distribution is also compromised, as the lower level is not accessible for truck loading. During the last General Election, severe weather swept through Northern Illinois. The previous setup, with overhead

protection, ensured that tabulators, paper applications, and supplies remained dry and secure — a level of protection not available in the current location.

10 ILCS Early voting by Personal Appearance

5/19A-10 (c) During each general primary and general election, each election authority in a county with a population over 250,000 shall establish at least one permanent polling place for early voting by personal appearance at a location within each of the 3 largest municipalities within its jurisdiction. All population figures shall be determined by the federal census.

Winnebago County Population: 280,922

1. Executive Summary

- **Purpose:** Establish a dedicated facility for elections administration and early voting operations in addition to Administration Building.
- **Location:** Loves Park area (in accordance with statute).
- **Size:** Approx. 8 - 10,000 sq ft with essential features
- **Key Features:** Three offices, vault/lockable room, loading dock, ample parking, restrooms, ADA accessible
- **Goals:** Improve efficiency, security, and voter accessibility. Be in compliance with Election statutes.

2. Business Description

- **Overview:** Mission of the facility — secure, accessible elections and early voting site with ample space.
- **Stakeholders:** Election: voters, staff, vendors, poll watchers, media, party representatives
- **Services Provided:** Ballot processing, early voting, election staff operations, voter registration support, drop off for ballots on election night

3. Market Analysis

- **Community Demographics:** City of Rockford already has Election Commission which serves City residents. Next largest community outside the City is Loves Park, population 23,335, which rests next to next largest community: Machesney Park, population 22,630.
- **Demand Analysis:** Early voting in Loves Park has always exceeded expectations. Voters preferred to wait in line for over an hour and a half rather than drive downtown to Winnebago County Administration Building, 404 Elm Street.

- The downtown location is not convenient for the majority of county voters, and parking is limited. The designated Early Voting area within the building is small and often congested. Thanks to the Recorder's Office, a portion of the 4th floor has been made available for voter use during Early Voting and on Election Day. However, during the last presidential election, a voter suffered a medical emergency, and the emergency response team faced difficulty accessing the area due to severe overcrowding on the 4th floor. In addition, poor ventilation created an uncomfortable environment, leading to voter frustration and elevated tension. The long lines also posed significant safety and security concerns. Deliveries of voter applications and ballots is difficult due to no loading docks and congestion on Elm Street. Public Tests and Retabulating Tests are mandated to be open to the public and the media (not enough space and inadequate space).
- **Accessibility Needs:** Persons with disabilities only have one parking space in front of Administration Building and they have to navigate an elevator and long hallways

4. Facility Requirements & Design

- **Space Allocation:**
 - Three offices (e.g., administrative, supervisor, IT/support)
 - Vault/lockable secure room for ballots and sensitive materials
 - Loading dock (or covered overhead doors) for delivery of election materials
 - Bathrooms (consider gender-neutral, ADA compliant)
 - Parking: Sufficient spots for staff and voters, including handicapped spaces
- **Accessibility:** Easy access for all voters, including ramps, signage, public transit proximity
- **Security:** Surveillance, access control, secure entrances/exits

5. Operations Plan

- **Staffing:** During Early voting: minimum five additional seasonal plus staff during 90-day period around each election. As many as ten seasonal staff needed during General Elections. Staff will be at off-site on intermittent basis during non-voting times.
- **Hours of Operation:** Regular office hours plus early voting schedule if required to have evening and weekend hours.
- **Logistics:** Material deliveries via loading dock, secure ballot handling. Space needed for charging tabulators and express vote machines; uploading and charging poll books; prepping supply boxes; voting booths; directional signs; handicap tables; etc. Space needed for lock & load (vendor testing and loading election on all equipment). Space needed for training of election judges; machine judges, coordinators and area reps. Offices/rooms that are lockable for securing ballots and election materials and equipment.
- **Technology Needs:** Voting machines, computers, secure networks, phones, security cameras, alarms, etc.

6. Marketing & Community Outreach

- **Awareness Campaigns:** Inform voters about the new facility and early voting options. Updating website; mailing a postcard; and adding to Voter ID cards, media releases, ribbon cuttings, etc.
- **Partnerships:** Local governments, community organizations, League of Women Voters and political parties.
- **Communication:** Website updates, signage, social media

7. Financial Plan

- **Budget:** Estimated costs for lease, construction, equipment, staffing, maintenance
 - See spreadsheets for comparison sites
- **Operating Costs:** Utilities, staffing, security systems, maintenance
 -

8. Risk Analysis

- **Security Risks:** Theft, tampering, unauthorized access, on-site threats (staff & voters)
- **Operational Risks:** Staffing shortages, technology failures
- **Mitigation Strategies:** Backup power, staff training, emergency protocols

9. Timeline & Milestones

- Site selection and acquisition
 - Submit budget request by June 1st
- Design and permitting
 - Budget approved October 1
- Construction and setup
 -
- Staff hiring and training
 -
- Public opening and first early voting cycle
 - Early voting for 2026

10. Appendices

- Floor plan sketches or drafts

Rockford Board of Elections
301 S 6th Street
Rockford Illinois

Direct comparison to an election authority in our county. However, the Winnebago County Election Authority has more voters, more precincts, more townships, and larger geographic area to serve.

10,000 square feet
Separate location from City Hall
Five full time staff

Pros

Convenient location for City voters

Previous Post Office

already had offices

large public lobby - great for early voting

already had loading docks/overhead doors

already had large storage/staging area for supplies

Cons

Not a lot of public parking

No room for training of election judges



Rockford Board of Elections
301 S. 6th Street

McHenry County Election Center
410 S. Eastwood Drive
Woodstock, IL

former Aldi

IT'S NEW!

Pros

Large open carpeted space

Can be easily modified for training or voting space

Lots of parking - ADA accessible

Located in convenient shopping mall

Rooms dedicated for election night uploading

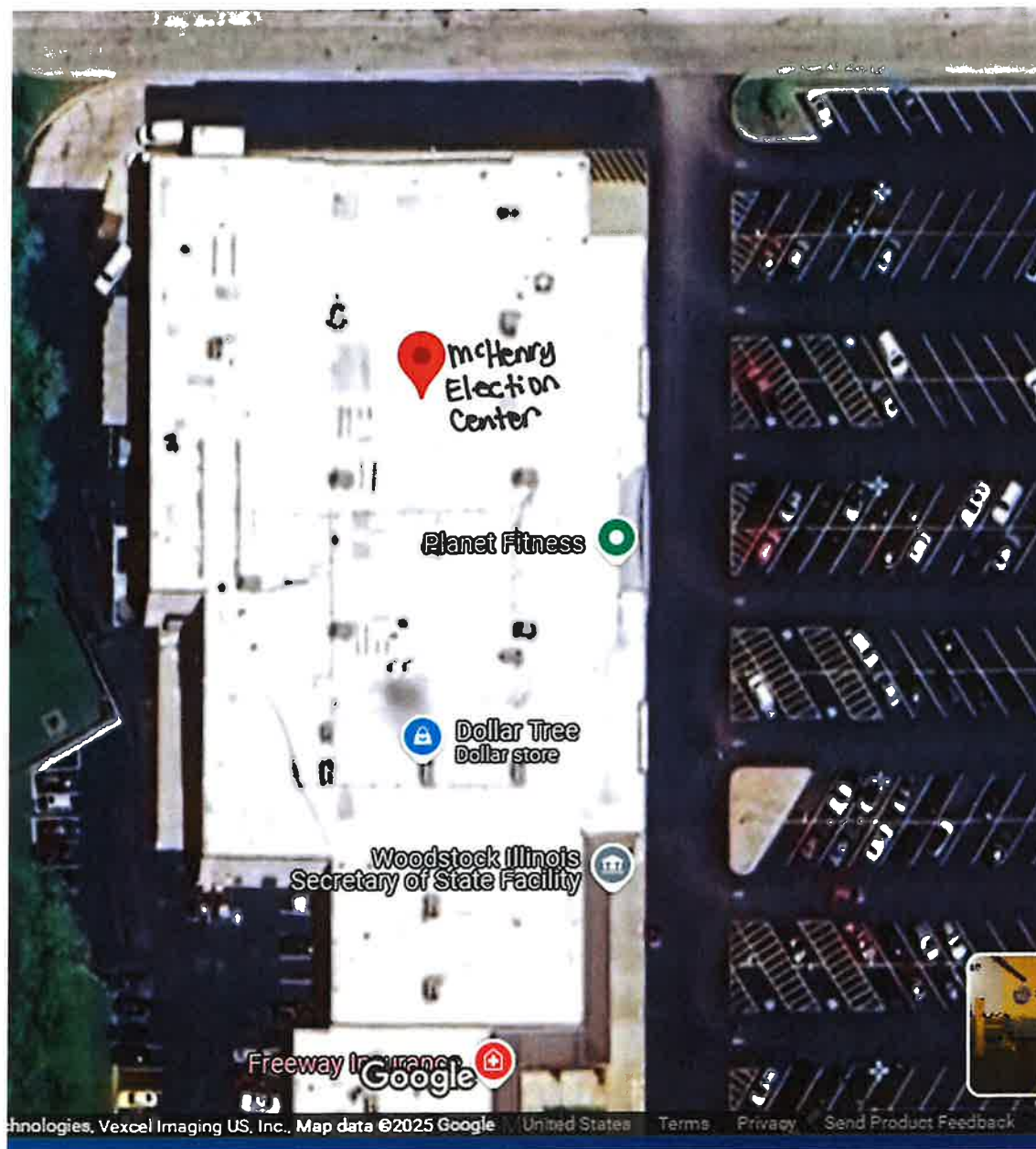
IT people there on staff

Large windows for public/poll watchers to view

Large storage/staging space with overhead door

Cons

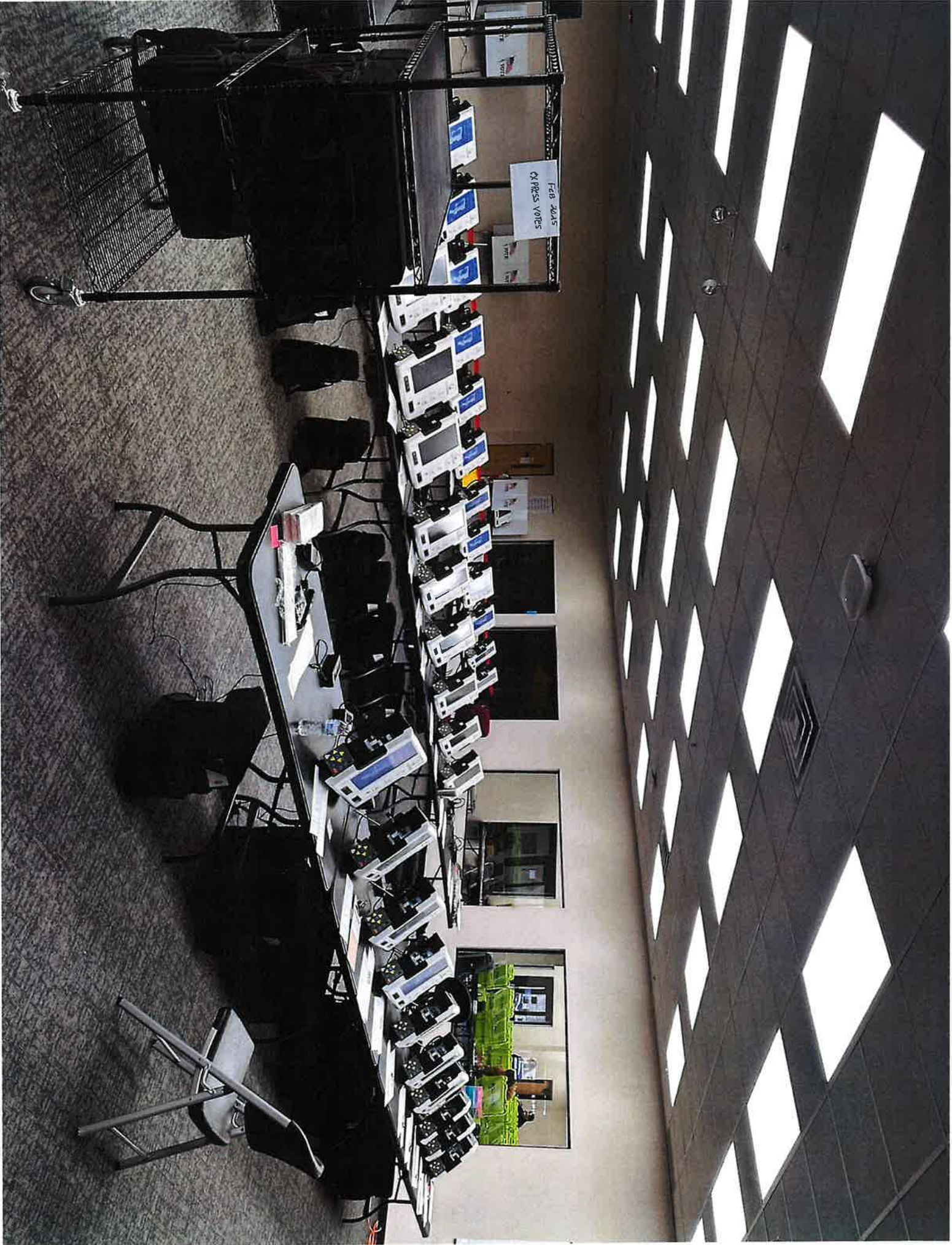
The storage area should have been larger



McHenry County Elections
410 S Eastwood Drive, Woodstock, IL







Michalsen's Office
8010 N 2nd Street

will build to suit

Pros:

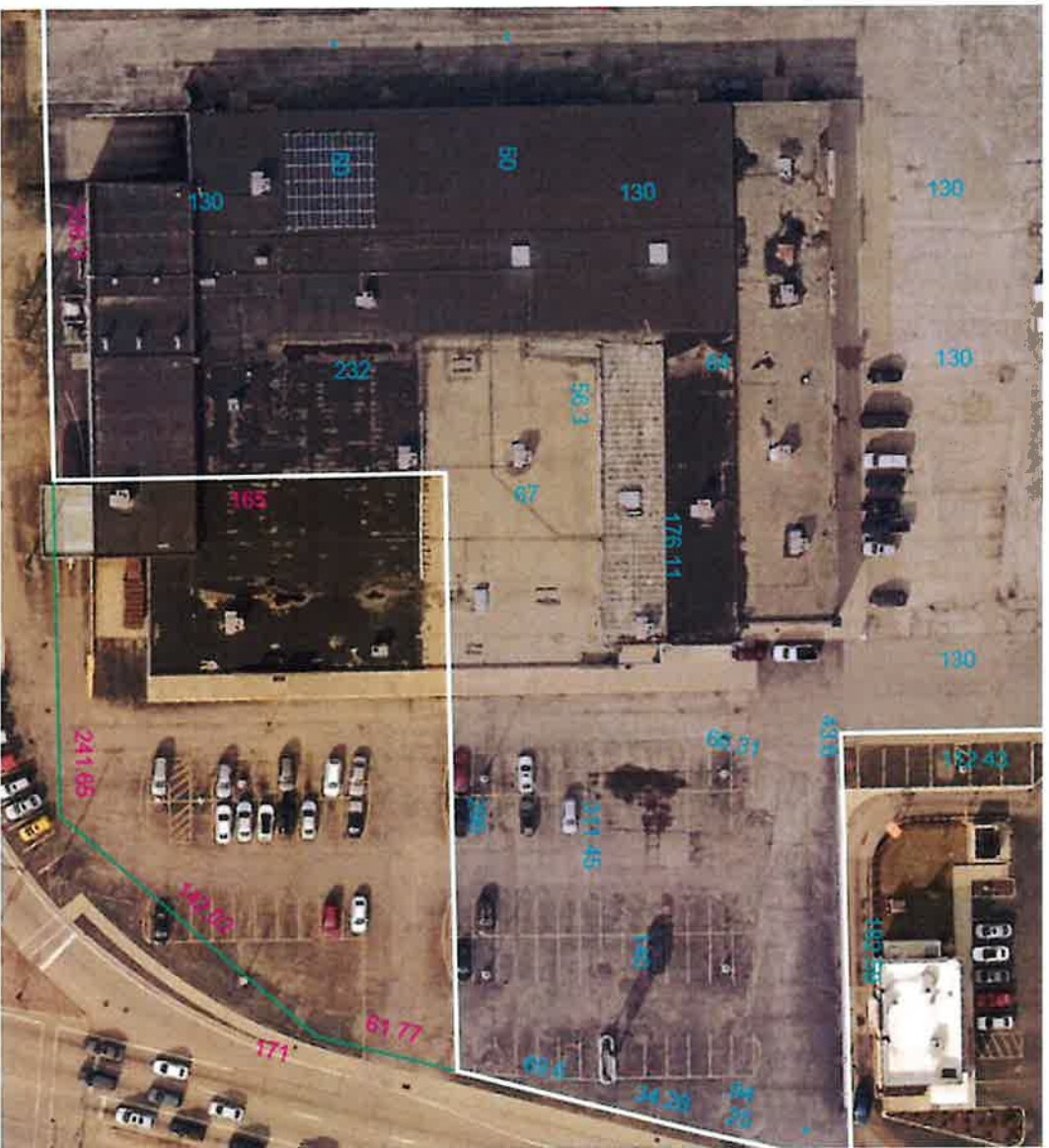
Would customize space
Has overhead doors
Would help with delivery

Cons:

Parking was confusing
Would be a complete build-out (expensive)
Several tenants using loading area - lack of security
Dock was at far end of property and had to access through another tenant
Technically a Machesney Park address

No Longer Available

Michalsens Office Supply



N. Second

Harlem

8010 N Second Street, Loves Park, Illinois

ES

W/SHERS
E 25FT
MINUSHERS
STANCES OF
4" A.F.F. BUCK
4" INTO A

3' HEIGHT MIN OF 3"
REPARTMENTS AT
6 STREET (ABOVE
ACCEPTABLE TO THE

BR SYSTEM
ACTIVATE UPON
5 ALARM REQ'D
K' KEY BOX MOUNTED
ENTRY AS
MENT.

14' OVER 50
ACCEPTABLE

CODE DATA

TYPE OF PROJECT: ALTERATION
CHANGE IN USE BACK TO MERCHANTILE/STORAGE

TYPE OF CONSTRUCTION:
NEW
EXISTING: IS
IS

USE GROUP CLASSIFICATION: MERCHANTILE

MIXED USE OPTION: NON-SEPARATED

FIRE SUPPRESSION SYSTEM: FULL

TENANT 1 RETAIL AREA: 1,658 SQUARE FEET
TENANT 1 WAREHOUSE AREA: 2,755 SQUARE FEET
TENANT 1 CANOPY ADDITION: 570 SQUARE FEET

ALLOWABLE AREA:
EXISTING UNLIMITED AREA BUILDING WITH PARTIAL
NON-OCCUPIED BASEMENT TO BE ALLOWED TO
REMAIN BY LOCAL CODE AUTHORITIES

TRAVEL DISTANCE
ACTUAL:
ALLOWABLE:

THIS TENANT SPACES (250'-0"
250'-0"

OCCUPANT LOAD

395 PERSONS

REQUIRED EXITS:

2 EXITS, 74'

ACTUAL EXITS:

3 EXITS, 160'

INDEX

SHEET	DRAWING
SEE ALSO DRAWINGS PREVIOUSLY ISSUED 08-10-200	
A6	NEW CANOPY & WALLS @ SHOWROOM PARTIALLY REVISED
A7	CANOPY FRAMING PLAN, CANOPY SECTIONS, & ELEVATION, NEW WALLS DETAIL, AND DOOR SCHEDULE & DETAILS
E6	REVISED LIGHTING PLAN & FIXTURE SCHEDULE

Goodwill warehouse
8,000

WAREHOUSE

TENANT 3
WAREHOUSE

WORK AREA

INFILL EXIST. OPNG. W/ STUDS ON
GIR. RELOCATE EXIST. DOOR
TO NEW LOCATION

CUT NEW OPNG. IN EXIST. WALL
FOR RELOCATED DOOR

BASEMENT
BELOW

17,799

TENANT 1
GOODWILL RETAIL

FLOORS: UNFINISHED CONCRETE
WALLS: NEW OR EXISTING PAINTED GHB/BLOCK
CEILING: EXISTING EXPOSED PAINTED STRUCTURE

MICHAELSON'S SHOWROOM

FLOORS: NEW GUE DOWN CARPET
WALLS: EXISTING PAINTED GHB/BLOCK
CEILING: EXISTING EXPOSED PAINTED STRUCTURE

RETAIL TENANT 3

NEW WALLS TO 14'-0"
TYPICAL

NEW STOREFRONT SYSTEM
WALLS & DOORS TO CREATE
NEW VESTIBULE. NO CEILING

NEW CANOPY
PARTIAL RE
FLOOR PLA

Former Aldi
5910 N 2nd Street, Loves Park, Illinois

15,926 sf
Will divide

Loading dock/ramp
Parking
Easy access

Rate: \$10,000 / monthly
if go down to 8,000 square/\$7,500

Utilities based on 15,000 square and vacant:

Nicor	\$	172	Monthly
ComEd	\$	132	Monthly
Water	\$	132	Monthly
Sewer	\$	15	Monthly

Requesting 10 year lease; willing to negotiate to seven.

Pros

Easy to access
Lots of parking
Bathrooms already exist
Has loading dock
Wide open
Willing to remove coolers and divide without additional cost
Double entry doors/covered in front

Cons

Not easy to get back on N 2nd (go through McDonalds)
Coolers would have to be removed
If don't take whole space - could lose loading dock
Located between Harbor Frieght and smoke shop
Loading dock set up for large frieght trucks

Retail For Lease

Dickerson Nieman Commercial

6277 E. Riverside Rockford, IL 61114 | 815-877-5995

5910 N 2ND STREET

5910 N 2ND STREET, Loves Park, IL, 61111

Retail: Neighborhood Center For Lease

Prepared on May 27, 2025



Listing Details | Retail For Lease

Suite	-
Sublease	-
Total Available Space	15,926 SF
Min Div/Max Contig	15,926 SF
Asking Rate	\$10,000 Monthly
Lease Type	-
Expenses	-

Vacant	Yes
Available Date	Now
Days On Market	210 days
Date Listed	10/29/2024
Last Modified	5/12/2025
Listing ID	42328096
Parking Spaces	-

Property Details

Building Class	-
Property Type	Retail
Sub Type	Neighborhood Center
Zoning	CR
Building Status	Existing
Building Size	15,926 SF
Land Size	0.63 Acres / 27,443 SF
Number of Buildings	1

Floors	1
Year Built	1987
Primary Construction	Masonry
Occupancy Type	Multi-tenant
Parcels	11-01-427-040
Legal Owner	Machesney Park Partners
Submarket	-
County	Winnebago

Description

PRIME RETAIL SPACE AVAILABLE: FORMER GROCERY STORE IN HARBOR FREIGHT ANCHORED CENTER! TAKE ADVANTAGE OF THIS FANTASTIC OPPORTUNITY TO LEASE FORMER GROCERY STORE IN A HIGH-TRAFFIC SHOPPING CENTER ANCHORED BY HARBOR FREIGHT WITH PROMINENT PYLON SIGNAGE VISIBLE FROM THE MAIN ROAD! THIS SITE FEATURES A WALGREENS OUTLOT TENANT, ENSURING A STEADY FLOW OF CUSTOMERS. AMPLE SPACE: 15,150 SQ.FT. OF FLEXIBLE SPACE READY FOR YOUR VISION. HIGH FOOT TRAFFIC: BENEFIT FROM THE STRONG CUSTOMER BASE GENERATED BY HARBOR FREIGHT, WALGREENS AND NEIGHBORING BUSINESSES. PROMINENT LOCATION: EASY ACCESSIBLE WITH AMPLE PARKING FOR CUSTOMERS AND HIGH VISIBILITY. 20,000 AVERAGE DAILY TRAFFIC COUNT. IDEAL FOR MULTIPLE USES: PERFECT FOR GROCERY, DISCOUNT RETAIL OR SPECIALTY SHOPS.

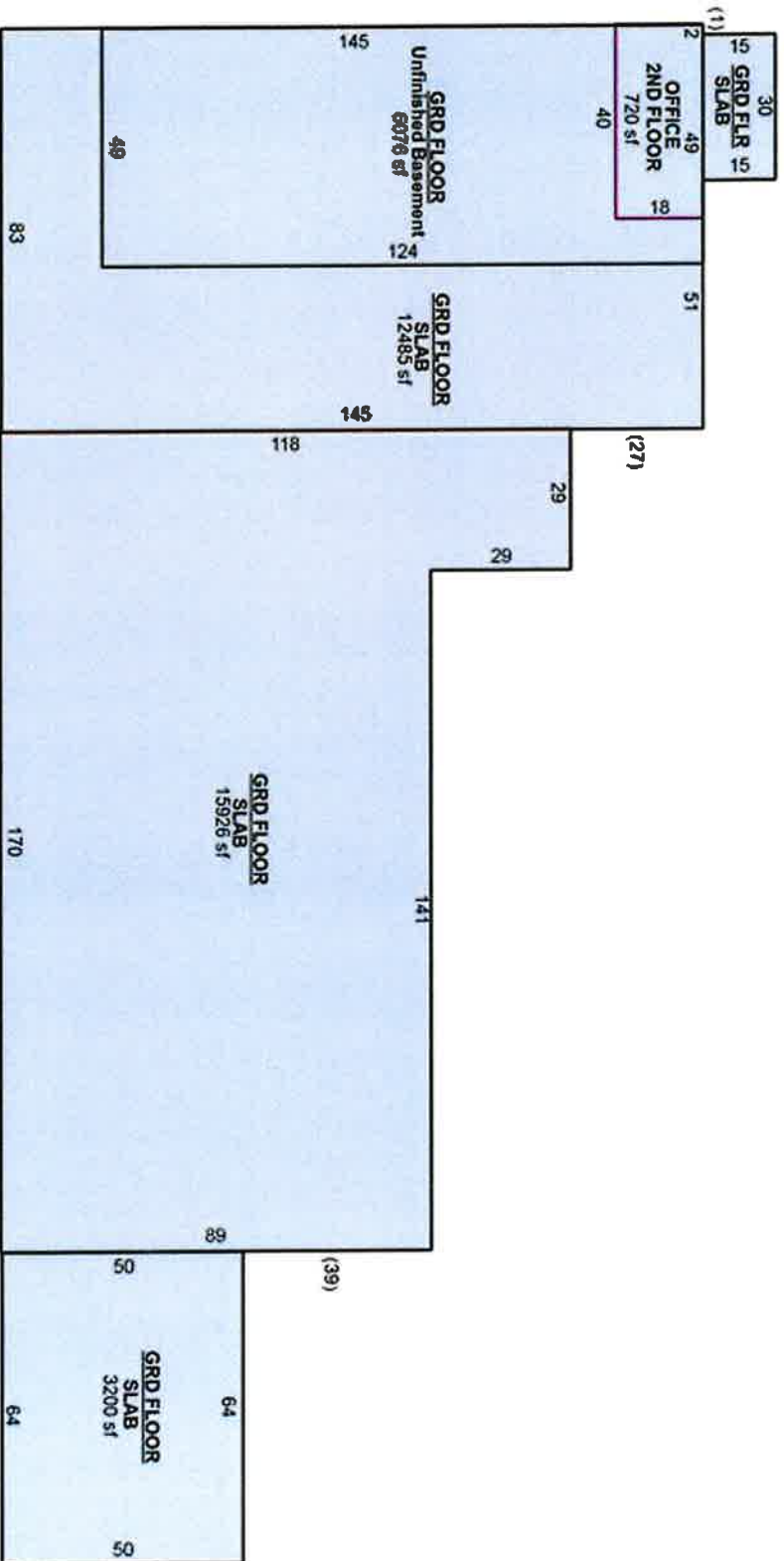
Contact



George Licari
815-381-1146
licari45@comcast.net



Former Aldi
5910 N and



Former Call Center/ Former donated Early Voting Location
1975 Harlem Road
Loves Park

Will divide

Parking
Easy access

Rate:
Utilities additional

Pros

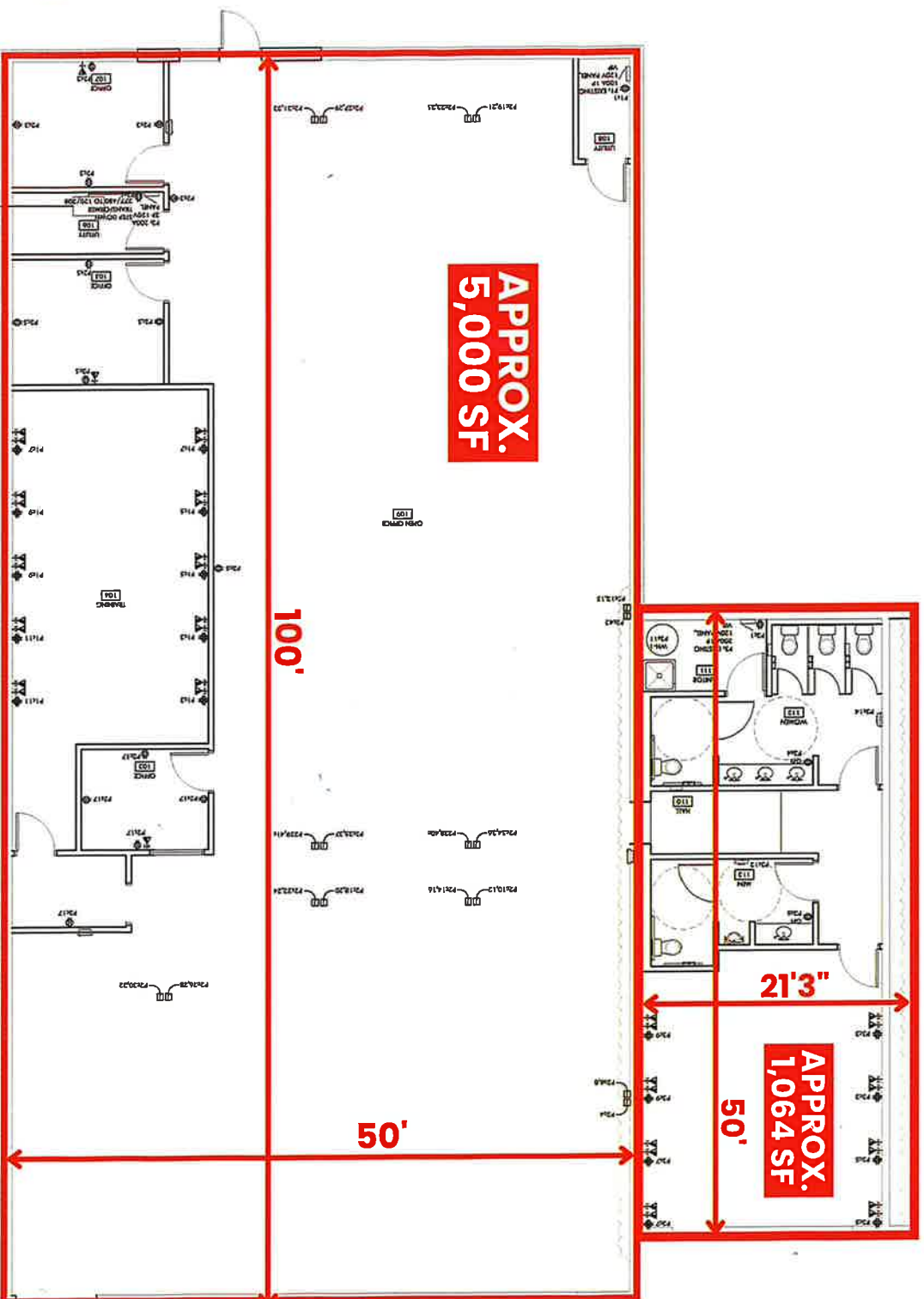
Good central Loves Park location
Easy to access
Lots of parking
Bathrooms already exist
Voters already used to location
Central location
Have donated space several times
Loves Park Police good at patrolling
Has covered over-hang so voters waiting in long line have weather protection
Will build to suit

Cons

New Milford and Cherry Valley judges would have to go further (than downtown)
Will need some buildout
Needs more electrical outlets
Needs dock/overhead door
Mold discovered in adjacent space
May need to take odd size office to obtain bathrooms

FLOOR PLAN | 7911-7997 N ALPINE RD & HARLEM RD, LOVES PARK, IL 61111

SUITE 1975 - FLEX SPACE



815-229-3000



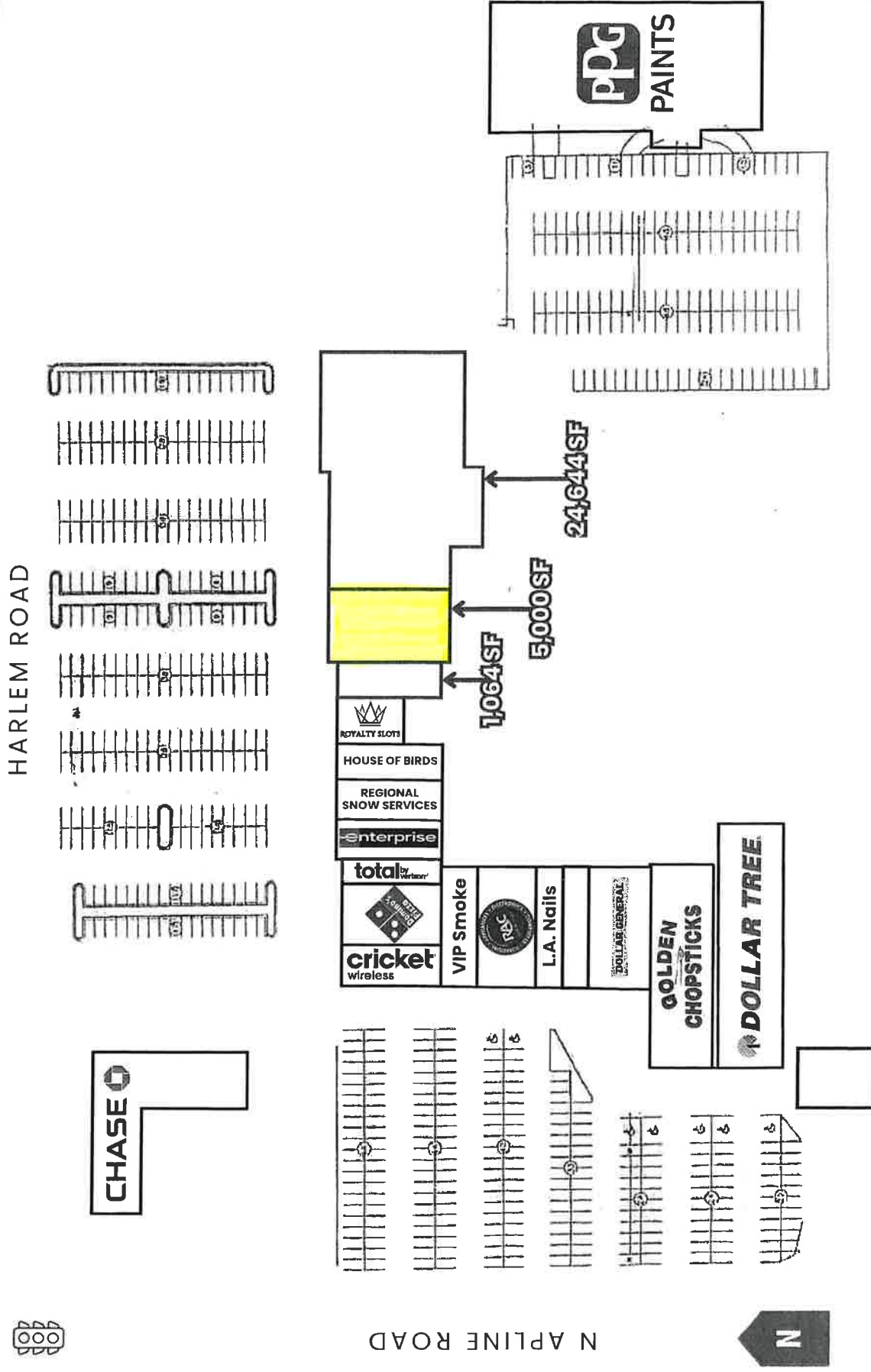
leasing@firstmidwestgroup.com



6801 Spring Creek Road, Rockford, IL 61114

SITE PLAN | 7911-7997 N ALPINE RD & HARLEM RD, LOVES PARK, IL 61111

EXISTING SITE PLAN





Resolution Executive Summary

Prepared By: Purchasing Department
Committee: Operations & Administrative Committee
Committee Date: October 1, 2025
Board Meeting Date: October 9, 2025
Resolution Title: Resolution Awarding Architecture and Engineering Contract for Juvenile Detention Center Expansion Project

Budget Information:

Was item budgeted? Yes	Estimated Amount: \$135,000
If not, explain funding source:	
ORG/OBJ/Project Code: 43100-46320-02608	

Background Information: An RFP was previously issued to seek professional qualifications of a firm to conduct a Space Study Analysis for the Juvenile Detention Center. Upon completion of that analysis, funding has been secured to progress with the expansion of a mental health suite.

Venture Architects was previously selected to conduct the Space Study Analysis, the team feels they are the most qualified firm to continue supporting the needs of the Detention Center. Venture Architects submitted a proposal for a three-phase approach to the design, bidding and construction phase of this project. Beyond that, an AIA contract was developed to ensure the best interest of all parties including the County. The State's Attorney's Office recommended further review with our construction attorney on this project. (See Resolution A)

Venture Architects would formally design and provide construction documents, at which time the Purchasing Department would initiate the formal bidding process for a construction contractor to complete the renovation.

We have negotiated a 9% fee with the architect for the design work on this project which is, \$135,000 based on a \$1,500,000 budget.

Recommendation: Debbie Jarvis recommends proceeding with Venture Architectures.

Follow-Up: The Purchasing Department will route the agreement for signatures.

R E S O L U T I O N
of the
COUNTY BOARD OF THE COUNTY OF WINNEBAGO, ILLINOIS

Sponsored by: Paul Arena

Submitted by: Operations and Administrative Committee

2025 CR

**RESOLUTION AWARDING ARCHITECTURE AND ENGINEERING CONTRACT FOR JUVENILE DETENTION
CENTER EXPANSION PROJECT**

WHEREAS, the Code of Ordinances for the County of Winnebago, Illinois, provides as in Section 2-357 (b) (1), Conditions for use. All procurements whose value equals or exceeds the competitive bidding threshold of \$30,000 shall be awarded by competitive sealed bidding in accordance with this section except as otherwise provided in 2-357(c) (Request for Proposals), 2-357(d) (Professional Services), 2-357(e) (Sole-Source), 2-357(f) (Emergency Procurements), 2-357 (g) (Cooperative Joint Purchasing) or as provided by State statute; and,

WHEREAS, the funding has been secured through the Mental Health Board to proceed with the design phase of the Juvenile Detention Center expansion; and

WHEREAS, the team worked directly with Venture Architects to conduct a space study analysis; and

WHEREAS, Venture Architects will provide construction and design documents to allow the Purchasing Team to conduct an IFB for the construction phase of this renovation; and

WHEREAS, the Operations & Administrative Committee of the County Board for the County of Winnebago, Illinois has reviewed the amendment, (Resolution Exhibit A) and recommends approving the amendment to this agreement.

NOW, THEREFORE, BE IT RESOLVED, by the County Board of the County of Winnebago, Illinois, that the Director of Purchasing is authorized to recommend approval of this amendment, on behalf of the County of Winnebago, Illinois to Venture Architects, 212 North 25th Street, Milwaukee, WI 53233.

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

Respectfully Submitted,
OPERATIONS AND ADMINISTRATIVE COMMITTEE

AGREE

DISAGREE

PAUL ARENA, CHAIR

PAUL ARENA, CHAIR

VALERIE HANSERD, VICE CHAIR

VALERIE HANSERD, VICE CHAIR

JOHN BUTITTA

JOHN BUTITTA

JOE HOFFMAN

JOE HOFFMAN

KEITH McDONALD

KEITH McDONALD

MICHAEL THOMPSON

MICHAEL THOMPSON

CHRISTINA VALDEZ

CHRISTINA VALDEZ

The above and foregoing Resolution was adopted by the County Board of the County of Winnebago,
Illinois this ____ day of _____ 2025.

ATTESTED BY:

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

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

AIA[®] Document B101[®] – 2017

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the Ninth Day of October in the year Two Thousand and Twenty-Five

(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

Winnebago County
404 Elm Street
Rockford, Illinois 61101

and the Architect:
(Name, legal status, address and other information)

Venture Architects, LLC
212 North 25th Street
Milwaukee, Wisconsin 53233

for the following Project:
(Name, location and detailed description)

Winnebago County Juvenile Mental Health Addition
5350 Northrock Drive
Rockford, Illinois 61103

The Owner and Architect agree as follows.

Owner is an Illinois County. This Contract is the result of the award of a Request for Proposal issued by Owner pursuant to the provisions of the Illinois Local Government Professional Services Selection Act pertaining to public contracts. The Request for Proposal, all Owner issued Addenda thereto, this Agreement and its Exhibits as further identified herein form a part of this Contract. The terms of Illinois statutes applicable hereto and policies of the Owner shall govern all terms and conditions of this Contract as though fully set forth herein.

ADDITIONS AND DELETIONS:
The author of this document may have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.



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ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project:

(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

Refer to Exhibit C.

§ 1.1.2 The Project's physical characteristics:

(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

Refer to Exhibit A and Exhibit C.

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:

(Provide total and, if known, a line item breakdown.)

Owner's targeted budget for the Cost of the Work is estimated to be One Million Five Hundred Thousand and 00/100 Dollars (\$1,500,000.00) as of the entry into this Agreement.

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

- .1 Design phase milestone dates, if any:

Completion of Schematic Design Phase: Three (3) weeks after notice to proceed

Completion of Design Development Phase: Six (6) weeks after receipt of Survey and Geotechnical Report

Completion of Construction Documents Phase: Six (6) weeks after completion of Design Development

- .2 Construction commencement date:

Anticipated March, 2026

- .3 Substantial Completion date or dates:

Anticipated January, 2027

- .4 Other milestone dates:

None.

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:

(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)

Design – Bid - Build

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:

(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

TBD

§ 1.1.7 The Owner identifies the following representative in accordance with Section 5.3:

(List name, address, and other contact information.)

Chris Dornbush

Chief Operating Officer

404 Elm Street, Rockford, IL 61101

(815) 319-4367

<CDornbush@admin.wincoil.gov>

§ 1.1.8 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:

(List name, address, and other contact information.)

Shawn Franks

Building Engineer

<sfranks@fm.wincoil.gov>

Ted Seele

Assistant Director of Facilities

<tseele@fm.wincoil.gov>

Debbie Jarvis

Director of Court Services
DJarvis@17thcircuit.illinoiscourts.gov

Julie McCray-Grotto
Superintendent of Juvenile Detention Center
JMcCray-Grotto@17thcircuit.illinoiscourts.gov

Hope Edwards
Director of Purchasing
<HEdwards@purchasing.wincoil.gov>

§ 1.1.9 The Owner shall retain the following consultants and contractors:
(List name, legal status, address, and other contact information.)

.1 Geotechnical Engineer:

TBD

.2 Civil Engineer:

TBD

.3 Other, if any:

(List any other consultants and contractors retained by the Owner.)

None.

§ 1.1.10 The Architect identifies the following representative in accordance with Section 2.3:
(List name, address, and other contact information.)

Cory Beyer
Venture Architects
212 N. 25th Street
Milwaukee, Wisconsin
(414) 225-0870

§ 1.1.11 The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2:
(List name, legal status, address, and other contact information.)

§ 1.1.11.1 Consultants retained under Basic Services:

.1 Structural Engineer:

Harwood Engineering Consultants
255 N. 21st Street
Milwaukee, Wisconsin 53233

.2 Mechanical Engineer:

Harwood Engineering Consultants
255 N. 21st Street
Milwaukee, Wisconsin 53233

.3 Electrical Engineer:

Harwood Engineering Consultants
255 N. 21st Street
Milwaukee, Wisconsin 53233

§ 1.1.11.2 Consultants retained under Supplemental Services:

None.

§ 1.1.12 Other Initial Information on which the Agreement is based:

Exhibit A – Owner’s Request for Proposal 24P-2344 (“**RFP**”) dated April 19, 2024, attached hereto, including all notated drawings attached thereto, incorporated as though fully set forth herein; and

Exhibit B – Architect’s Fee Proposal (“**Architect’s Proposal**”) dated May 21, 2025, attached hereto and incorporated as though fully set forth herein; and

Exhibit C – Winnebago County, IL Juvenile Detention Space Needs Analysis (“**Programming Documents**”), dated March 28, 2025, referenced by Venture Project No. 240081.00, attached hereto, including all notated drawings attached thereto, incorporated as though fully set forth herein.

§ 1.1.13 To the extent that the terms and conditions of this Agreement are in conflict or inconsistent with any of the Exhibits, the terms of this Agreement shall govern.

§ 1.2 The Owner and Architect may reasonably rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall by subsequent written agreement appropriately adjust the Architect’s services, schedule for the Architect’s services, and the Architect’s compensation. The Owner may adjust the Owner’s budget for the Cost of the Work and the Owner’s anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in this Agreement, shall be at the using or relying party’s sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 ARCHITECT’S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect will be bound by and will perform its work in compliance with the AIA Document A201™-2017, General Conditions of the Contract for Construction, but only to the extent that the AIA Document A201™-2017 relates to the services of the Architect. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

§ 2.2 The Architect shall be responsible for the performance of the Architect’s Services as an independent contractor and in a good and workmanlike manner (i) consistent with this Agreement; (ii) consistent with the instructions, guidance and direction of the Owner; (iii) consistent with the prevailing applicable professional or industry standards; (iv) consistent with sound architectural practices; and (v) as expeditiously as is consistent with such professional skill and care the orderly progress of the Project, the instructions of the Owner, and this Agreement (the standards of this Section 2.2 shall be referred to herein as the “**Architect’s Standard of Care**”).

§ 2.2.1 The Architect shall exercise the Architect’s Standard of Care in performing all aspects of the Architect’s Services. All references in this Agreement or in the Contract Documents to the knowledge, inference, reliance, awareness, determination,

belief, observation, recognition or discovery of the Architect or reference to any similar term shall include the constructive knowledge, inference, reliance, awareness, determination, belief, observation, recognition attributed to the Architect (“**constructive knowledge**”). Such constructive knowledge shall include the knowledge, inference, reliance, awareness, determination, belief, observation and recognition the Architect would have obtained upon the exercise of the Architect’s Standard of Care.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project. The representative shall remain assigned to the Project for its duration and shall not be removed from the Project by the Architect without the consent of the Owner, which consent shall not unreasonably be withheld, conditioned, or delayed. Should the named representative no longer be employed by Architect during the term of this Agreement, the Architect shall promptly make a recommendation to the Owner as to the appropriate replacement representative for Owner’s consideration. If at any time prior to the termination of this Agreement the Owner desires to have the Architect’s representative replaced, the Owner shall notify the Architect of such and the parties shall promptly meet to mutually agree upon a replacement.

§ 2.4 Except with the Owner’s knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect’s Professional Judgment with respect to this Project. For purposes of this Agreement, the term “**Professional Judgment**” shall mean the judgment of the Architect, made with consideration of the facts, data, reports, and other information known to the person making the judgment, based upon the training, experience, and skill exercised by persons in the same profession under similar circumstances.

§ 2.5 The Architect shall maintain the following insurance until termination or expiration of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.

§ 2.5.1 Commercial General Liability with policy limits of not less than One Million Dollars (\$ 1,000,000) for each occurrence and Five Million Dollars (\$ 5,000,000) in the aggregate for bodily injury and property damage.

§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than One Million Dollars (\$ 1,000,000) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 2.5.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.5.1 and 2.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.5.4 Workers’ Compensation at statutory limits.

§ 2.5.5 Employers’ Liability with policy limits not less than One Million Dollars (\$ 1,000,000) each accident, One Million Dollars (\$ 1,000,000) each employee, and One Million Dollars (\$ 1,000,000) policy limit.

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than Five Million Dollars (\$ 5,000,000) per claim and Five Million Dollars (\$ 5,000,000) in the aggregate.

§ 2.5.7 **Additional Insured Obligations.** To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect’s negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner’s insurance policies and shall apply to both ongoing and completed operations.

§ 2.5.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in

this Section 2.5.

§ 2.6 The Architect shall review laws, codes and regulations applicable to the Architect's services and shall comply in the design of the Project with the professional standard of care with applicable provisions and standards of the applicable building code, fire code, and the Americans with Disabilities Act (ADA). The most stringent application of these codes and standards shall apply. In the design of the Project, the Architect shall comply with the requirements imposed by governmental authorities having jurisdiction.

§ 2.7 The Architect understands that performance of the Architect's Services will require communication with various entities involved in the completion of the Work, and the Architect will, at no additional cost to the Owner, so communicate and take all steps necessary for compliance with the Conditions.

§ 2.8 The Architect hereby agrees, to the extent permitted by law, to indemnify, defend and hold harmless the Indemnities in accordance with Section 12.2 hereof. The Architect shall properly correct or remedy any defects or problems caused by or related to any indemnified Liabilities to the extent possible at no cost to the Owner.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services. The Architect shall exercise reasonable care to engage consultants who shall possess the experience, skill, knowledge, and character necessary to qualify the consultants for the particular duties they perform and who shall perform all work in conformity with the standards of reasonable care and skill with respect to professional services they are rendering. Said consultants shall carry professional liability insurance. The Architect assumes full responsibility to the Owner for the negligent act, errors and omissions of its consultants.

§ 3.1.1 The Architect shall manage the Architect's services, consult with Owner, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to reasonably rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants, unless the Architect knows or should reasonably know, in its Professional Judgment, that the information provided is inaccurate or incomplete. The Architect shall thoroughly review the services and information for completeness and sufficiency and provide prompt written notice to the Owner if the Architect becomes aware, or has reason to know, in its Professional Judgment, of any error, omission, or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval.

§ 3.1.5 The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project. The Architect shall prepare the paperwork required to apply for the approval of governmental authorities having jurisdiction over the Project if necessary, and shall present such documentation to the Owner for review, approval, and execution, if necessary. The Architect shall present the Project at

meetings or hearings to facilitate those approvals and the issuance of all permits required to commence and complete construction.

§ 3.1.7 The Architect is responsible for the coordination of all drawings and design documents relating to Architect's design used on the Project, regardless of whether such drawings and documents are prepared or provided by Architect, by Architect's consultants, or by others. If preliminary or design development Work has been performed by others, Architect is nevertheless fully responsible for and accepts full responsibility for such earlier Work when Architect performs subsequent phases of the basic services called for under this Agreement, as fully as if the preliminary, schematic, and design development work had been performed by the Architect itself. Architect is responsible for coordination and internal checking of all drawings and for the accuracy of all dimensional and layout information contained therein, as fully as if each drawing were prepared by Architect. Architect is responsible for the completeness and accuracy of all drawings and specifications submitted by or through Architect and for their compliance with all applicable codes, ordinances, regulations, laws, and statutes.

§ 3.1.8 The Architect represents that it is knowledgeable in the design of detention centers and similar facilities and shall exercise reasonable care and skill to comply with all applicable federal and state laws, as well as all applicable rules, regulations and ordinances, specifically including but not limited to the Prison Rape Elimination Act of 2003 (PREA), those promulgated by the Administrative Office of the Illinois Courts (AOIC), and all other rules, regulations and specifications adopted by any government agency with authority over the design and construction of detention centers in effect at the date of the certification of the Drawings and Specifications. The Architect is responsible for all materials specified as to appropriateness for the intended use of the Project.

§ 3.1.9 The Architect shall utilize email and/or OneDrive as the primary source for communications and to receive, distribute, and maintain Project documentation, Project Reports, Project Schedules, submittal reviews, potential Change Orders and Change Orders, pay applications and invoices, any deliverable required to Architect, and other information, reports and documentation as agreed by the Owner and the Architect. Activities under the Project will be scheduled and documented through the Program Management Information System. The Architect shall collect information pertaining to the Project, and update the Program Management Information System on a weekly basis unless otherwise agreed. The Program Management Information System shall contain, at a minimum, current status on contracts, budget, and schedule.

§ 3.2 Schematic Design Phase Services

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services. The Architect shall respond in the design of the Project to requirements imposed by governmental authorities having jurisdiction over the Project.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall review such information to ascertain that it is consistent with the requirements of the Project and shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents, based upon the most current approved Owner's budget, for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as

a Supplemental Service under Section 4.1.1.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

§ 3.3 Design Development Phase Services

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents, based upon the most current approved Owner's budget, for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

§ 3.4 Construction Documents Phase Services

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents, based upon the most current approved Owner's budget, for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 Construction drawings, specifications, or other Construction Documents submitted by Architect must be in compliance with the professional standard of care with applicable codes, ordinances, statutes, regulations, and laws. By submitting the same, Architect has informed the Owner of any tests, studies, analyses, or reports that are necessary or advisable to be performed by or for the Owner at that point in time. Architect shall confirm these facts in writing to the Owner.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work prepared in accordance with Section 6.3.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.4.6 Any design errors or omissions in the Construction Documents furnished by the Architect will be promptly corrected by the Architect at no cost to the Owner, and the Architect will indemnify, hold harmless, the Owner from all third party claims, suits and damages, if any, to the extent caused by the Architect's negligent acts, errors or omissions. The Owner's approval, acceptance, use of, or payment for, all or any part of the Architect's Services hereunder or of the Project itself shall in no way alter the Architect's obligations or the Owner's rights hereunder. If due to the Architect's negligence, omission or

failure to perform in accordance with the professional standard of care, a required item or component of the Project is omitted from the Construction Documents or if, due to such negligence, omission or failure, the Construction Documents must be modified through a Change Order, the Architect shall be responsible for paying the cost required to add or modify such item or component to the Project, excluding the reasonable cost that would have been incurred by the Owner at the time of the original bid for such Project item or component to the extent that such item or component would have been required and included in the original Construction Documents. In no event shall the Owner pay more than once for an item or component of the Project.

§ 3.5 Procurement Phase Services

§ 3.5.1 General

Upon receipt of the Owner's written consent to proceed, which it may withhold or delay indefinitely at its sole discretion, the Architect shall assist the Owner in establishing a list of prospective contractors, which may include the development and implementation of a prequalification process. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

§ 3.5.2 Competitive Bidding

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by:

- .1 facilitating the distribution of Bidding Documents to prospective bidders;
- .2 organizing and conducting a pre-bid conference for prospective bidders;
- .3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,
- .4 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall consider reasonable requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

§ 3.5.3 Negotiated Proposals

§ 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.

§ 3.5.3.2 The Architect shall assist the Owner in obtaining proposals by:

- .1 facilitating the distribution of Proposal Documents for distribution to prospective contractors and requesting their return upon completion of the negotiation process;
- .2 organizing and participating in selection interviews with prospective contractors;
- .3 preparing responses to questions from prospective contractors and providing clarifications and interpretations of the Proposal Documents to the prospective contractors in the form of addenda; and,
- .4 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

§ 3.5.3.3 If the Proposal Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective contractors.

§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 Upon receipt of the Owner's written consent to proceed, which it may withhold or delay indefinitely at its sole discretion, the Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™-2017, General Conditions of the Contract for Construction.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall

have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions and for the negligent acts or omissions of the Architect's consultants and for the failure of the Architect, and the Architect's consultants to comply with the professional standard of care, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work, including the Contractor's subcontractors.

§ 3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.1.4 The Architect shall be responsible for conducting progress meetings as needed and for the preparation, distribution, and accuracy of minutes pertaining thereto to all parties as directed by the Owner.

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, as required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. Although the Architect is not required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work, the Architect shall carefully review the quality and quantity of the Work at appropriate intervals necessary for Architect to remain aware and knowledgeable of issues or problems that have developed, or could reasonably be foreseen, during construction as part of the Architect's design and contract administration services, shall issue written reports of such reviews to the Owner, Owner representatives, and the Contractor, and further shall conduct any additional reviews at any other time as reasonably requested by the Owner. The Architect shall neither have control over or charge of, nor be responsible for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work. The Architect shall keep the Owner informed of the progress and quality of the Work by a written report each month until time to Substantial Completion.

§ 3.6.2.2 The Architect shall have the authority and obligation to reject Work that does not conform to the Contract Documents and shall notify the Owner of such rejection. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 The Architect shall render initial decisions on claims, disputes or other matters in question between the Owner and Contractor as provided in the Contract Documents. Architect shall also make initial decisions on matters relating to consistency with intent of contract documents, including aesthetic effect, however, the Owner, reserves the right to make final decisions on issues of consistency with intent and aesthetic effect.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201-2017, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 Certificates for Payment to Contractor

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the Contractor has submitted lien waivers for the materials and services subject to the certificate for payment, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 Submittals

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples for the purpose of checking for conformance with the Contract Documents. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule and following the Contractor's review. Notwithstanding the foregoing, the Architect shall review and respond to each submittal with reasonable promptness while allowing sufficient time, in the Architect's Professional Judgement, to permit adequate review, which shall not exceed Ten (10) working days unless otherwise agreed to in writing by the parties.

§ 3.6.4.2 The Architect shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples. The Architect's review of Contractor's submittals must determine the following: (1) if such submittals are in compliance with applicable laws, statutes, ordinances, codes, orders, rules, regulations; and (2) if the Work affected by and represented by such submittals is in compliance with the requirements of Contract Documents. Architect shall promptly notify the Owner and Contractor of any submittals that do not comply with applicable laws, statutes, ordinances, codes, orders, rules, regulations, or requirements of the Contract Documents. Architect is responsible for determining what aspects of the Work will be the subject of shop drawings or submittals. Architect shall not knowingly permit such aspects of the Work to proceed in the absence of approved shop drawings and submittals. The Architect's action shall be taken with such reasonable promptness as to cause no delay in the Work or in the activities of the Owner, Contractor or separate contractors, while allowing sufficient time in the Architect's Professional Judgment to permit adequate review. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in

writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals including a submittal log and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. The Architect shall maintain a complete written record of such minor changes and shall regularly notify the Owner of same at the progress meetings. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 If the Architect and the Owner determine that the implementation of the requested change would result in a change to the Contract that may cause an adjustment in the Contract Time or Contract Sum, the Architect shall make a recommendation to the Owner who may authorize further investigation of such change.

§ 3.6.5.3 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

- .1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;
- .2 issue Certificates of Substantial Completion;
- .3 review and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,
- .4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall prepare record drawings and submit to the Owner in CAD files and PDFs. When applicable, the Architect shall submit to the Owner an interior and exterior finish packet, with samples, for the Project.

§ 3.6.6.5 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.6 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

§ 3.6.6.7 Subsequent to meeting with the Owner as indicated in 3.6.6.6, the Architect shall conduct a walkthrough with the Owner and Contractor to review any open warranty issues for the purpose of developing a final list of items to be corrected prior to the expiration of the final warranty period.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 Except as otherwise set forth herein, the services listed below are not included in Basic Services but may be required

for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)

Supplemental Services	Responsibility <i>(Architect, Owner, or not provided)</i>
§ 4.1.1.1 Programming	Architect
§ 4.1.1.2 Multiple preliminary designs	Architect
§ 4.1.1.3 Measured drawings	Architect
§ 4.1.1.4 Existing facilities surveys	Owner
§ 4.1.1.5 Site evaluation and planning	Architect
§ 4.1.1.6 Building Information Model management responsibilities	Architect
§ 4.1.1.7 Development of Building Information Models for post construction use	Not Provided
§ 4.1.1.8 Civil engineering	Architect
§ 4.1.1.9 Landscape design	Architect
§ 4.1.1.10 Architectural interior design	Architect
§ 4.1.1.11 Value analysis	Not Provided
§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3	Architect
§ 4.1.1.13 On-site project representation	Architect
§ 4.1.1.14 Conformed documents for construction	Architect
§ 4.1.1.15 As-designed record drawings	Architect
§ 4.1.1.16 As-constructed record drawings	Not Provided
§ 4.1.1.17 Post-occupancy evaluation	Not Provided
§ 4.1.1.18 Facility support services	Not Provided
§ 4.1.1.19 Tenant-related services	Not Provided
§ 4.1.1.20 Architect's coordination of the Owner's consultants	Architect
§ 4.1.1.21 Telecommunications/data design	Architect
§ 4.1.1.22 Security evaluation and planning	Architect
§ 4.1.1.23 Commissioning	Not Provided
§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3	Not Provided
§ 4.1.1.25 Fast-track design services	Not Provided
§ 4.1.1.26 Multiple bid packages	Not Provided
§ 4.1.1.27 Historic preservation	Not Provided
§ 4.1.1.28 Furniture, furnishings, and equipment design	Not Provided
§ 4.1.1.29 Other services provided by specialty Consultants	
§ 4.1.1.30 Other Supplemental Services	

§ 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided

below.

(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)

N/A

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E204™–2017, Sustainable Projects Exhibit, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

§ 4.2 Architect's Additional Services

Upon written authorization from the Owner, the Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization following each phase listed in 1.1.4:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- .3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .5 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- .7 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .8 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 Evaluation of the qualifications of entities providing bids or proposals;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or,
- .11 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice.

- .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule approved by the Architect;
- .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker, provided such claims are not the result of the Architect's action, inaction, errors or omissions; or,
- .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.

§ 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 Four (4) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor;
- .2 Visits to the site by the Architect during construction no less than once every two (2) weeks or as required;
- .3 Two (2) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents;
- .4 Five (5) inspections for any portion of the Work to determine final completion.

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the services covered by this Agreement have not been completed within twenty-one (21) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services. Notwithstanding the above, however, Architect acknowledges that the Owner, as public body, may not delegate full authority to its representative for the Project and certain matters may need approval by the Winnebago County Board.

§ 5.3.1 The Owner has the right to reject any portion of the Architect's Work on the Project, including but not limited to Schematic Design Documents, Design Development Documents, Construction Documents, or the Architect's provision of services during the construction of the Project, or any other design Work or documents on any reasonable basis, including, but not limited to aesthetics or because in the Owner's opinion, the construction cost of such design is likely to exceed the budget for Cost of the Work. If at any time the Architect's Work is rejected by the Owner, the Architect must proceed when requested by the Owner, to revise the design Work or documents prepared for that phase to the Owner's satisfaction. These revisions shall be made without adjustment to the compensation provided hereunder, unless revisions are made to Work

previously approved by the Owner under previous phases, in which case such revision services will be paid as a Change in Services. Should there be substantial revisions to the original program after the approval of the Schematic Design Documents, which changes substantially increase the scope of design services to be furnished hereunder, such revision services will be paid as a Change in Services. The Architect must so notify the Owner of all Changes in Services in writing and receive approval from Owner before proceeding with revisions necessitated by such changes. No payment, of any nature whatsoever, will be made to the Architect for additional Work or Changes in Services without such written approval by Owner.

§ 5.4 Upon reasonable request of the Architect, the Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.5 Upon reasonable request of the Architect, the Owner may furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.7 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E204™-2017, Sustainable Projects Exhibit, attached to this Agreement.

§ 5.8 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.9 Unless otherwise provided in this Agreement, the Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.10 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.11 The Owner shall be entitled to rely on the accuracy and completeness of services and information provided by the Architect according to the professional standard of care. The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service, provided, however, that the Owner shall have no obligation to investigate for the purpose of becoming aware of faults, defects, errors, omissions, or inconsistencies.

§ 5.12 The Owner shall include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.13 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.14 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.15 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner. For purposes of calculating the Architect's fee and compensation, the Cost of the Work shall not include revisions of or additions to Project documents, whether through Change Order or otherwise, caused by errors or omissions of the Architect or its consultants.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Architect, represent the Architect's best judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include reasonable contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service.

§ 6.4 If, through no fault of the Architect, the Procurement Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work and rebid the Project; or,
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall without additional compensation and as part of the Basic Services, modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents and rebid the Project because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work, the Architect's services for modifying the Construction Documents and rebidding the Project shall be without additional compensation.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The drawings, specifications, and other documents or data prepared by the Architect and the Architect's consultants for the Project, or any component of the Project, including but not limited to all original artwork, illustrations, design plans, and text, in whatever form or medium, written or electronic, including CAD, are Instruments of Service and the Owner shall be deemed the owner of all Instruments of Service. The Architect and its consultants retain nonexclusive licenses to the Instruments of Service, provided that the completed Project represented by the Instrument of Service shall not be duplicated for any other client without the prior written consent of the Owner. To the extent that work, design, process, or product which is patented, copyrighted, or otherwise protected by an intellectual property right (whether common law, statutory, contractual or reserved), is incorporated into the Instruments of Service or the Work performed under this Agreement by the Architect, the Architect shall pay royalties and/or license fees for such patented or copyrighted designs, process or products. Architect shall at its sole cost and expense indemnify, defend, and hold harmless the Owner against any claims by third parties of infringement of any copyrights or other common law, statutory, contractual or reserved rights incorporated into the Instruments of Service or the Work.

§ 7.3 The Owner has the right to reproduce, use, alter, and/or disseminate, and to create derivative works based upon, the Instruments of Service for other projects at its discretion; provided, however, that if the Owner reproduces or uses the Instruments of Service for another project, or creates (or causes others to create) a derivative work based upon the Instruments of Service, the Owner shall remove or completely obliterate the original professional seals, logos, and other indications of the identity of the Architect and the Architect's consultants on the Instruments of Service. The use by the Owner or its successors in interest in title, or assigns, which incorporates the Instruments of Service or any derivatives thereof, shall be at the Owner's sole risk and without any liability or responsibility whatsoever by Architect or its consultants.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, by litigation in a court of competent jurisdiction within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201–2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement.

§ 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement may, but shall not be required to, be subject to mediation. If the responding party declines to mediate or fails to respond to the written request within 7 days of receipt, the sole method of dispute resolution for such claim shall be litigation in a court of competent jurisdiction. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 Any mediation shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 The method of binding dispute resolution shall be the following:
(Check the appropriate box.)

[☒] Litigation in a court of competent jurisdiction

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

Jurisdiction for all purposes of this Agreement and all parties hereto shall be the laws of the State of Illinois and venue shall lie in Winnebago County, Illinois.

§ 8.3 The provisions of this Article 8 shall survive the termination of this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect of undisputed amounts in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, in accordance herewith, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and shall negotiate with the Owner for any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project for more than 30 consecutive days, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Owner and the Architect shall negotiate the amount of any compensation the Owner will pay the Architect for expenses incurred in the interruption and resumption of the Architect's services. The Owner and the Architect shall negotiate any adjustments to the Architect's fees for the remaining services and the time schedules for completion.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination and Reimbursable Expenses properly incurred.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant

to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:

(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

.1 Termination Fee:

None

.2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

None

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

§ 9.10 In the event of any termination under this Article, the Architect consents to the Owner's selection of another architect of the Owner's choice to assist the Owner in any way in completing the Project. Architect further agrees to cooperate and provide any information requested by Owner in connection with the completion of the Project and consents to the making of any reasonable changes to the design of the Project by Owner and such other architect as Owner may desire. Any services provided by Architect that are requested by Owner after termination will be fairly compensated by Owner in accordance with Article 11.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201–2017, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment. The Architect shall execute all consents reasonably required to facilitate such assignment.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 The Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site. The Architect shall immediately report to the Owner's project manager the presence of any hazardous material which it discovers, provided, however, that the Architect shall have no obligation to investigate for hazardous conditions.

§ 10.7 Upon Architect's receipt of prior written consent from the Owner, the Architect shall have the right to include

photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination or expiration of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination or expiration of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information when required by law, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.8.2 The Owner is subject to the Freedom of Information Act, 5 ILCS 140/1, et seq. ("**FOIA**"), and any and all information submitted by the Architect to the Owner is subject to disclosure to third parties in accordance with FOIA. If the Architect requests that the Owner withhold any submitted information as trade secrets, commercial information, or financial information from disclosure to a third party in response to a Freedom of Information Act request, the Architect must notify the Owner of such request at the time such information is submitted to the Owner, along with a statement that disclosure of such information will cause competitive harm to the Architect, as provided by FOIA Section 7(1)(g), 5 ILCS 140/7(1)(g). Any content not so marked by the Architect at the time of submission to the Owner will be presumed to be open to public inspection. The Architect may be required to substantiate the basis for its claims at a later time. Notwithstanding timely notice received from the Architect in accordance with Section 7(1)(g), the Owner reserves the right, in its sole discretion and subject only to applicable law, to withhold or release the subject information in response to a FOIA request. As a potential provider of a governmental function on behalf of the Owner, the Architect agrees to cooperate with the Owner in responding to any FOIA request, including by timely providing electronic copies of any documents requested by the Owner that directly relate to the governmental function that the Architect has been engaged to perform on behalf of the Owner.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

- .1 Stipulated Sum
(Insert amount)

- .2 Percentage Basis
(Insert percentage value)

Nine (9.0) % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6.

- .3 Other
(Describe the method of compensation)

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

Notwithstanding the terms found in Section 4.1.1, all Supplemental Services listed in Section 4.1.1 and designated as to be provided by Architect shall be performed by Architect without additional compensation and as part of the Basic Services.

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation.)

Time and material basis using Architect's standard hourly rates as set forth on Exhibit D, if any, or for a negotiated fee, as further set forth and approved by both parties in writing.

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus Two percent (2%), or as follows:

(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)

Time and material basis using Architect's standard hourly rates as set forth on Exhibit D, if any, or for a negotiated fee, as further set forth and approved by both parties in writing.

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

Schematic Design Phase	Fifteen	percent (15	%)
Design Development Phase	Thirty	percent (30	%)
Construction Documents Phase	Thirty	percent (30	%)
Procurement Phase	Five	percent (5	%)
Construction Phase	Fifteen	percent (15	%)
Project Paperwork and Closeout Fee	Five	percent (5	%)
Total Basic Compensation	one hundred percent (100.00 %)			

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services duly authorized and actually performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates may be adjusted subject to negotiation.

(If applicable, attach an exhibit of hourly billing rates or insert them below.)

Time and material basis using Architect's standard hourly rates as set forth on Exhibit D, if any, or for a negotiated fee, as further set forth and approved by both parties in writing.

§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Permitting and other fees required by authorities having jurisdiction over the Project;
- .2 Postage, handling, and delivery;
- .3 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner; and
- .4 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project.

§ 11.8.2 For Reimbursable Expenses described in Section 11.8.1, the compensation shall be the actual cost of the expenses incurred by the Architect and the Architect's consultants plus Zero percent (-0- %) of the expenses incurred.

§ 11.9 The aggregate amount of Reimbursable Expenses under the Project shall not exceed Two Thousand and 00/100 Dollars (\$ 2,000.00) excluding permitting and review fees required by authorities having jurisdiction.

§ 11.10 Payments to the Architect

§ 11.10.1 Initial Payments

§ 11.10.1.1 An initial payment of Zero (\$ -0-) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.2 Progress Payments

§ 11.10.2.1 Payment on proper invoices submitted by Contractor will be made within ninety (90) days from the date the Architect's invoice is approved by the Winnebago County Board. Payment of any disputed items may be withheld by the Owner until mutual agreement is reached between the Architect and the Owner relative to the item or provision upon which the difference arises or until the matter is judicially resolved. Such suspension of payment shall not constitute a breach of the Agreement by the Owner. Undisputed amounts that remain unpaid Ninety-One (91) days after the Winnebago County Board's approval of Architect's invoice shall bear interest at the rate of 1.0% in accordance with and as set forth in the Local Government Prompt Payment Act, 50 ILCS 505/1 *et seq.*

§ 11.10.2.2 The Architect shall invoice the Owner upon the third (3rd) working day of each month for the Services provided through the last day of the preceding month. In general, Architect should submit one (1) invoice for the Project, itemizing the applications and performance of Services at the Project. Each invoice must include, at a minimum, the following information:

- .1 The dates and Project to which the Services relate;
- .2 The Services provided, setting forth each Service rendered, the time expended, and the person(s) rendering such Service, with reasonable particularity; and
- .3 Such other information as requested by Owner.

Any invoice submitted by the Architect to Owner must be submitted to the Owner's Accounts Payable Department at <hedwards@purchasing.wincoil.gov> or as otherwise directed by Owner in writing.

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

(Include other terms and conditions applicable to this Agreement.)

§ 12.1 By signing the B101-2017 as revised, the Architect hereby represents that (a) it has not employed or retained any company or person, working primarily for the Architect, to solicit or secure this agreement by improperly influencing the Owner or any of its employees in any professional service procurement process; (b) it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working primarily for the Architect, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this

agreement; and (c) it understands that for the violation of this provision, the Owner shall have the right to terminate the agreement without liability and, at its discretion, to deduct from the contract price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

§ 12.2 To the fullest extent permitted by applicable law, the Architect and its agents, partners, employees, and consultants (collectively “**Indemnitors**”) shall and do agree to indemnify, defend, and hold harmless the Owner, and its respective board members, officers, directors, employees and agents (collectively “**Indemnitees**”) from and against all liabilities, claims, damages, losses, causes of actions, suits, judgments and expenses, including attorneys’ fees of any nature, kind or description (collectively “**Liabilities**”) of any person or entity whatsoever arising out of, caused by or resulting from a breach of the Agreement, or the performance of the Services or any part thereof including, without limitation, with regard to the performance of the Services, such Liabilities that (1) are attributable to bodily injury, personal injuries, sickness, disease or death of any person or to the injury to or destruction of personal or real property, including the loss of use and consequential damages resulting therefrom, (2) are caused in whole or in part by any negligent act or omission of the Architect, anyone directly or indirectly employed by it or anyone for whose acts it may be liable even if it is caused in part by the negligence or omission of any Indemnitee, so long as it is not caused by the sole negligence or willful misconduct of any Indemnitee.

§ 12.3 Notwithstanding any other provision herein or in any Contract Document, the Owner shall not, in any manner, be deemed or intended to have waived any claim by making a payment or a progress payment of any amount.

§ 12.4 The Architect shall notify the Owner, in writing, of any actual or possible claim for personal injury or property damage relating to the Work, or of any occurrence which might give rise to such a claim, of which Architect has knowledge.

§ 12.5 Any Additional Service for which the Owner is to compensate the Architect must be authorized in writing by the Owner before the services are commenced, and an estimate of the cost or a method of determining the cost must be submitted by the Architect prior to the authority being granted for the said service by the Owner. Notwithstanding anything in this Agreement to the contrary, the Architect shall not be entitled to payment for Additional Services involved in:

- a. Revisions of Project documents in order to secure the approval of the Owner for the Basic Services unless said Project documents have been previously approved by the Owner; or
- b. Revisions of or additions to Project documents required because of errors or omissions of the Architect.

§ 12.6 The Architect certifies that the Architect is not barred from entering into this Agreement as a result of a conviction for either bid-rigging or bid rotating under Article 33E of the Criminal Code of 1961, 720 ILCS 5/33E or any other applicable law, rule or regulation.

§ 12.7 To the extent required by law, the Architect agrees to fully comply with the requirement of the Illinois Human Rights Act, 775 ILCS 5/1-101 et. seq., including, but not limited to, the provision of sexual harassment policies and procedures pursuant to Section 2-105 of the Act. The Architect further agrees to comply with all federal Equal Employment Opportunity Laws, including, but not limited to, the Americans With Disabilities Act, 42 U.S.C. Section 12101 et. seq., and rules and regulation promulgated thereunder.

The following provisions of this Section are included in this Agreement pursuant to the requirements of the regulations of the Illinois Department of Human Rights, Title 44, Part 750, of the Illinois Administrative Code, and Architect shall be required to comply with these provisions only if and to the extent they are applicable under the law.

As required by Illinois law, in the event of the Architect’s non-compliance with the provisions of this Equal Employment Opportunity Clause, the Illinois Human Rights Act or the Rules and Regulations of the Illinois Department of Human Rights (“**Department**”), the Architect may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the Agreement may be canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the performance of the Agreement, the Architect agrees as follows:

- A. That it will not discriminate against any employee or applicant for employment because of race, color, religion, sexual orientation, marital status, national origin or ancestry, age, citizenship status, physical or mental handicap unrelated to ability, military status, or an unfavorable discharge from military service, and further that

it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.

- B. That, if it hires additional employees in order to perform this contract or any portion thereof, it will determine the availability (in accordance with the Department's Rules) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
- C. That, in solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, sexual orientation, or an unfavorable discharge from military service.
- D. That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Architect's obligation under the Illinois Human Rights Act and the Department's Rules. If any such labor organization or representative fails or refuses to cooperate with the Architect in its efforts to comply with such Acts and Rules, the Architect will promptly so notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder.
- E. That it will submit reports as required by the Department's Rules, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules.
- F. That it will permit access to all relevant books, records, accounts and work sites by personnel of the Owner and the Department for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules.
- G. That it will include verbatim or by reference the provisions of this clause in every consultant agreement it enters into under which any portion of the contract obligations are undertaken or assumed, so that such provisions will be binding upon such consultant. In the same manner as with other provisions of this Agreement, the Architect will be liable for compliance with applicable provisions of this clause by such consultant; and further it will promptly notify the Owner and the Department in the event any consultant fails to or refuses to comply therewith. In addition, the Architect will not knowingly utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

§ 12.8 No failure of either the Architect or the Owner to exercise any power given in this Agreement or to insist upon strict compliance by the other party with any obligation hereunder and no custom or practice of the Owner or the Architect at variance with the terms hereof shall constitute a waiver of the right of either party to demand exact compliance with the terms of this Agreement.

§ 12.9 Any written notices provided for in this Agreement and copies of all correspondence shall be transmitted to the Owner and the Architect at the addresses set forth on the first page hereof. All notices or communications required or permitted by this Agreement shall be in writing, unless otherwise expressly provided, and shall be considered delivered (i) upon receipt, when personally delivered; (ii) three (3) business days after it is sent by registered or certified mail, return receipt requested, postage prepaid; or (iii) one (1) business day after it is sent for next business day delivery via a reputable overnight courier service.

§ 12.10 Architect hereby certifies that it will not specify or require any materials, products, fixtures and equipment that contain asbestos.

§ 12.11 This Agreement may not be assigned without the written consent of both parties.

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all

prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

- .1 AIA Document B101™–2017, Standard Form Agreement Between Owner and Architect, as amended herein.
- .2 AIA Document A201™–2017, General Conditions of the Contract for Construction.

.3 Exhibits:

[☒] Other Exhibits incorporated into this Agreement:

(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)

Exhibit A – The RFP

Exhibit B – The Architect’s Proposal

Exhibit C – Programming Documents

Exhibit D – Billing Rates

.4 Other documents:

(List other documents, if any, forming part of the Agreement.)

This Agreement entered into as of the day and year first written above.

OWNER *(Signature)*

Joseph V. Chiarelli

County Board Chairman

(Printed name and title)

ARCHITECT *(Signature)*

Cory Beyer, Vice President

(Printed name, title, and license number, if required)



Resolution Executive Summary

For CIP Projects

Prepared By: Purchasing Department for the Administration Building
Committee Name: Operations & Administrative Committee
Committee Date: October 1, 2025
Board Date: October 9, 2025
Resolution Title: Resolution Awarding Replacement of Juvenile Detention Center Generator Using Grant and CIP Funds

Budget Information

Budgeted? YES	Amount Budgeted? \$250,000
If not, originally budgeted, explain the funding source?	
If CIP funded, original Board approved amount? N/A	
Over or Under approved amount? UNDER By: \$12,511	
Reason for CIP increase? N/A	
ORG/OBJ/Project Codes: 43100-46430-02609 82200-46430-C2603	Descriptor: \$150,000 (Grant) \$100,000 (CIP 2026)
Budget Impact? \$237,489	

Background Information: The Winnebago County Juvenile Detention Center (JDC) is in need of a generator replacement. An assessment was conducted as a previous CIP request, allowing us to further evaluate the overall need. This replacement also allows us to expand the generator to the entire JDC facility. Ollmann Ernest Martin Architects was contracted to support the engineering and scope of work requirements.

Bid submissions were received for both diesel powered and natural gas-powered generators. The determination was made to go with natural gas. The deterrent from a diesel generator included diesel cost more to run than natural gas. A diesel generator only runs for 26 hours before needing more fuel, which would mean a fuel storage tank would be needed on premise for longer supplies of fuel in case of outages, with natural gas fuel, it is line supplied and is always available. Diesel is between 3 to 4 times more expensive for the same amount of energy that natural gas would produce. Natural gas burns cleaner and emits less pollutants into the atmosphere. Lastly, service intervals are further apart for natural gas decreasing maintenance cost.

The Invitation to Bid was emailed thirty-four (34) potential bidders and local suppliers. It was also publicly advertised in the RRStar and on the County website. The Pre-Bid Meeting was mandatory and we had 11 attendees representing 8 companies.

This project 25B-2431 yielded three (3) bids with the recommendation to award Helm Electric Facility Solutions, Inc. dba Helm Electric, (See Resolution Exhibit A). Based on procurement lead times and installation, Helm Electric was determined to be the lowest responsible bidder.

Recommended By: Facilities Department/Juvenile Detention

Follow-Up Steps: Purchasing will prepare the Purchase Order to Helm Electric Facility Solutions, Inc. dba Helm Electric in the amount of \$237,489.

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

Sponsored by: Paul Arena

Submitted by: Operations and Administrative Committee

2025 CR

**RESOLUTION AWARDING REPLACEMENT OF JUVENILE DETENTION CENTER GENERATOR USING
GRANT AND CIP FUNDS**

WHEREAS, the Code of Ordinances for the County of Winnebago, Illinois, provides as in Section 2-357 (b) (1), Conditions for use. All procurements whose value equals or exceeds the competitive bidding threshold of \$30,000 shall be awarded by competitive sealed bidding in accordance with this section except as otherwise provided in 2-357(c) (Request for Proposals), 2-357(d) (Professional Services), 2-357(e) (Sole-Source), 2-357(f) (Emergency Procurements), 2-357(g) (Cooperative Joint Purchasing) or as provided by State statute; and,

WHEREAS, The Juvenile Detention Center is in need of a generator replacement; and;
and,

WHEREAS, the County went out for Bid #25B-2431 Generator Replacement for the Winnebago County Juvenile Detention Center; and,

WHEREAS, the Operations and Administrative Committee of the County Board for the County of Winnebago, Illinois has reviewed the Bid Tab (Resolution Exhibit A) for the aforementioned purchase and recommends awarding to:

Helm Electric Facility Solutions, Inc dba Helm Electric
5280 11th Street
Rockford, IL 61109

NOW, THEREFORE, BE IT RESOLVED, by the County Board of the County of Winnebago, Illinois, that the Director of Purchasing is authorized to issue a County Purchase Order, on behalf of the County of Winnebago, in the amount of \$237,489.00 to Helm Electric Facility Solutions, Inc. dba Helm Electric 5280 11th Street, Rockford, IL 61109.

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 States Attorney Office, Director of Purchasing, Finance Director, Facilities Director, County Board Office and County Auditor.

Respectfully Submitted,
OPERATIONS AND ADMINISTRATIVE COMMITTEE

AGREE

DISAGREE

PAUL ARENA, CHAIR

PAUL ARENA, CHAIR

VALERIE HANSERD, VICE CHAIR

VALERIE HANSERD, VICE CHAIR

CHRISTINA VALDEZ

CHRISTINA VALDEZ

JOHN BUTITTA

JOHN BUTITTA

JOE HOFFMAN

JOE HOFFMAN

MICHAEL THOMPSON

MICHAEL THOMPSON

KEITH McDONALD

KEITH McDONALD

The above and foregoing Resolution was adopted by the County Board of the County of
Winnebago, Illinois this ____ day of _____ 2025.

ATTESTED BY:

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

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



WINNEBAGO COUNTY
ILLINOIS

BID TAB

25B-2431 GENERATOR REPLACEMENT AT JUVENILE DETENTION CENTER
BID OPENING - SEPTEMBER 18, 2025 AT 10:00 AM

VENDOR NAME	Helm Electric-Rockford IL	Wilson Electric-Rockford IL	Kelso-Burnett-Rockford IL
BASE BID FOR DIESEL GENERATOR			
Labor Costs:	\$85,000.00	\$61,150	\$31,560.00
Material Costs:	\$132,995.00	\$136,805	\$143,585.00
Permit Costs	\$3,165.00	\$750	\$500.00
Other Installation Costs (i.e.: other than labor):	\$0.00	\$27,140	\$38,855.00
Number of Days to Complete:	30 days	40 days	90 days
Lead Time for Generator	8 weeks	34 weeks	40 + weeks
Total Generator Costs:	\$221,160.00	\$225,845.00	\$214,500.00
ALTERNATE BID FOR NATURAL GAS GENERATOR	Helm Electric-Rockford IL	Wilson Electric-Rockford IL	Kelso-Burnett-Rockford IL
Labor Costs:	\$89,882.00	\$62,325.00	\$31,560.00
Material Costs:	\$144,193.00	\$161,300.00	\$162,160.00
Permit Costs	\$3,414.00	\$750.00	\$500.00
Other Installation Costs (i.e.: other than labor):	\$0.00	\$35,260.00	\$36,780.00
Number of Days to Complete:	30 days	40 Days	90 days
Lead Time for Generator	8 weeks	32 weeks	40 + weeks
Total Generator Costs:	\$237,489.00	\$259,635.00	\$231,000.00
			Time frame does not meet the scope of work due to funding requirements.

Discussion Item:
Countywide Siren Program