

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

**A M E N D E D   A G E N D A**

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

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

**Under Proclamations**

**Please Remove:**

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

**Under Public Participation**

**Please Add:**

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

**Under Economic Development Committee**

**Please Add:**

**1.     Barber-Colman Overview**

**Roll Call-----COUNTY CLERK, MARGIE MULLINS**

**Invocation -----D. REDD**

**Awards, Presentations and/or Proclamations and Public Participation**

**Awards** - None

**Presentations** - None

**Proclamations** - None

<b><u>Public Participation</u></b>	<ul style="list-style-type: none"><li>- Rev. Derrick Shelby</li><li>- Mayor Thomas McNamara-Project</li><li>- Patrick Murphy Project</li><li>- Mike Schablaske Project</li><li>- John Eckburg Project</li><li>- Bruce Roberts Issues in The County</li><li>- Gary W. Anderson Project</li><li>- Susan Lewandowski Funding Barber-Colman Project</li><li>- Kevin McCarthy Sheriff's Budget – 2018</li></ul>	<ul style="list-style-type: none"><li>-</li><li>-</li><li>-</li><li>-</li><li>-</li><li>-</li><li>-</li><li>-</li><li>-</li></ul>	<b>Voting - PRO</b> <b>Barber- Colman PRO</b> <b>Barber- Colman PRO</b> <b>Barber-Colman PRO</b> <b>Barber-Colman PRO</b> <b>Public Safety PRO</b> <b>Barber-Colman PRO</b> <b>PRO</b> <b>PRO</b>
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**Minutes**

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

**Announcements & Communications-----MARGIE MULLINS**

**“The Items Listed Below Were Received as Correspondence”**  
**Chairman Haney To Be “PLACED ON FILE”.**

- 1. County Clerk Mullins received from the United States Nuclear Regulatory Commission the following:**
  - A. Byron Station Acknowledgment of Disputed Violation of NRC Inspection Report 05000454/2017009; 05000455/2017009 (Received 8-25-17)**
  - B. Federal Register / Vol. 82, No. 166 / Tuesday, August 29, 2017 (Received 8-31-17)**
  - C. Updated Inspection Plan for Byron Station, Units 1 and 2 (Report 05000454/2017004 and 0455/2017005) (Received 8-31-17)**
  - D. Letter responding to the petition dated January 24, 2017, as supplemented by e-mails dated February 15, March 6, June 16, June 27, June 30, and July 5, 2017. (Received 8-31-17)**
  - E. Federal Register / Vol. 82, No. 170 / Tuesday, September 5, 2017 / Notices (Received 9-5-17)**
  - F. Braidwood Station, Units 1 and 2; Byron Station, Unit Nos. 1 and 2; Calvert Cliffs Nuclear Power Plant, Units 1 and 2; Clinton Power Station, Unit No. 1; Dresden Nuclear Power Station, Units 2 and 3; LaSalle County Station, Units 1 and 2; Limerick Generating Station, Units 1 and 2; Nine Mile Point Nuclear Station, Units 1 and 2; Peach Bottom Atomic Power Station, Units 2 and 3; Quad Cities Nuclear Power Station, Units 1 and 2; R.E. Ginna Nuclear Power Plant; and Three Mile Island Nuclear Station, Unit 1 – Issuance of Amendments to Adopt TSTF-529, “Clarify Use and Application Rules: (CAC Nos. MF9470-MF9490) (Received 9-7-17)**
- 2. County Clerk Mullins received from Rockford BMX a letter thanking the County for their financial support given to their organization.**
- 3. County Clerk Mullins received from the Illinois Commerce Commission a letter regarding a complaint associated with Future Now Energy LLC.**
- 4. County Clerk Mullins received from ComEd a letter informing the County that during the months of October, November and December, 2017, ComEd will begin performing regularly scheduled Transmission Corridor vegetation management activities within our area.**
- 5. County Clerk Mullins received from Nancy L. McPherson, Winnebago County Recorder the Monthly Report for August, 2017.**

**GO TO REGULAR AGENDA**

**REVISED**

09-07-17

# **WINNEBAGO COUNTY BOARD AGENDA**



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

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

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

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

## **Board Member Correspondence**

### **Chairman's Report**

- Volunteer Barb Martin, Chairman's Service Excellence Award

### **Consent Agenda**

- Leaves of Absence
- Raffle Report

## **Standing Committee Reports**

### **1. Finance Committee – Ted Biondo, Committee Chairman**

- A. Committee Report
- B. Resolution Authorizing Settlement of a Claim Against the County of Winnebago Entitled Kurt Ditzler Versus Winnebago County
- C. Resolution Authorizing Settlement of a Claim Against the County of Winnebago Entitled David Ellis Versus Winnebago County
- D. Resolution Authorizing Settlement of a Claim Against the County of Winnebago Entitled Frank Fasula Versus Winnebago County
- E. Resolution Authorizing Settlement of a Claim Against the County of Winnebago Entitled Lori Stutsman Versus Winnebago County

### **2. Zoning Committee – Jim Webster, Committee Chairman**

- A. Planning and/or Zoning Requests (none)
- B. Committee Report (See attached)



3. **Economic Development Committee – Fred Wescott, Committee Chairman**
  - A. Committee Report
    1. **Barber Colman Overview**
  - B. Resolution to Authorize a Commitment to an Intergovernmental Agreement with the City of Rockford in Support of the Barber Colman Village Redevelopment Project
4. **Operations & Administrative Committee – Gary Jury, Committee Chairman**
  - A. Committee Report
  - B. Resolution Establishing the Date, Time, and Location of Each Meeting of the Winnebago County Board
  - C. Resolution to Renew the Agreement for Chiropractic Services
5. **Public Works Committee – Dave Kelley, Committee Chairman**
  - A. Committee Report
  - B. **(17-044)** Resolution Authorizing a Change Order for the Riverside and Forest Hills Joint Repair (Section 17-00000-01-GM) Change Order #1  
Cost: \$11,282.23 deduction C.B. District: 17 & 20
  - C. **(17-045)** Resolution Awarding Bids for Wheel End Loader  
Cost: \$222,000 C.B. District: County Wide
  - D. **(17-046)** Resolution for the Award of Bid for Roscoe Road Bridge Over the Rock River Slope Wall Repairs (Section 17-00647-00-BR)  
Cost: \$39,595.25 C.B. District: 3
6. **Public Safety Committee – Dave Fiduccia, Committee Chairman**
  - A. Committee Report
  - B. Resolution Authorizing the Winnebago County Sheriff to Extend the Contract for Towing of Impounds and County Vehicles
  - C. Resolution Authorizing Execution of a Termination of an Intergovernmental Agreement among the County of Winnebago, the Illinois Department of Human Services and the Illinois Criminal Justice Information Authority for Operation of The Illinois Center of Excellence for Behavioral Health and Justice
  - D. Resolution Authorizing Execution of Intergovernmental Agreement Setting Forth the Responsibilities of the Parties for Operation of the Illinois Center of Excellence for Behavioral Health and Justice
  - E. Resolution Authorizing Execution of Intergovernmental Agreement to Continue the Operation of The Illinois Center of Excellence for Behavioral Health and Justice

### **Unfinished Business**

### **New Business**

### **Adjournment**

**Next Meeting: Thursday, September 28, 2017**

# **CHAIRMAN'S REPORT**

# *Chairman's* **SERVICE EXCELLENCE** ..... **AWARD** .....

*presented to*

*Barb Martin*

I, Frank Haney, Chairman of the Winnebago County Board hereby recognize Barb Martin for outstanding service to the residents of Winnebago County, Illinois. This award recognizes her passion for excellence and a spirit of serving others. This award is not given because of one single action but rather for ongoing, meritorious service. Barb Martin is recognized as an example of the very best values of the Winnebago County community.

*Frank Haney*

*Winnebago County Board Chairman Frank Haney*



# **CONSENT AGENDA**

## RAFFLE APPLICATION REPORT

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

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

The Following Have Requested A Class A, General License				
LICENSE #	# OF RAFFLES	NAME OF ORGANIZATION	LICENSE DATES	AMOUNT
29518	1	KIDS AROUND THE WORLD	10/05/2017-10/05/2017	\$2,175.00
29519	1	LIFESCAPE COMMUNITY SERVICES	09/13/2017-09/13/2017	\$400.00
29520	1	PRESBYTERIAN WOMEN OF THE FIRST PRESBYTERIAN CHURCH OF WINNEBAGO	09/15/2017-10/21/2017	\$95.00
29521	1	WINNEBAGO COUNTY 4-H AND EXTENSION FOUNDATION	10/03/2017-10/03/2017	\$150.00
29526	1	MERCY HEALTH DEVELOPMENT FOUNDATION	09/08/2017-09/30/2017	\$2,018.40

The Following Have Requested A Class B, MULTIPLE (2, 3 OR 4) LICENSE				
LICENSE #	# OF RAFFLES	NAME OF ORGANIZATION	LICENSE DATES	AMOUNT
29522	1	FOREST CITY DOG TRAINING	09/23/2017-09/24/2017	\$325.00
29523	1	FOREST CITY DOG TRAINING	09/23/2017-09/24/2017	\$325.00

The Following Have Requested A Class C, One Time Emergency License				
LICENSE #	# OF RAFFLES	NAME OF ORGANIZATION	LICENSE DATES	AMOUNT
29524	1	FRIENDS OF WENDY	09/16/2017-09/16/2017	\$250.00
29525	1	CAROL LANDIS BENEFIT	09/09/2017-09/09/2017	\$1,500.00

The Following Have Requested A Class D, E, & F Limited Annual License				
LICENSE #	# OF RAFFLES	NAME OF ORGANIZATION	LICENSE DATES	AMOUNT
29527	1	ST. AMBROGIO SOCIETY	10/01/2017-09/30/2018	\$4,995.00
29528	1	ST. AMBROGIO SOCIETY	10/01/2017-09/30/2018	\$4,995.00
29529	1	ST. AMBROGIO SOCIETY	10/01/2017-09/30/2018	\$4,995.00

This concludes my report

Deputy Clerk Angela Reina

MARGIE M. MULLINS,  
Winnebago County Clerk

Date 7-Sep-17

# **FINANCE COMMITTEE**

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

Submitted by: Finance Committee

2017 CR

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

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

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

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

**NOW, THEREFORE, BE IT RESOLVED**, by the County Board of the County of Winnebago, Illinois that it does hereby authorize settlement of the claims entitled Kurt Ditzler verses County of Winnebago for injuries allegedly sustained by Kurt Ditzler while in the employment of the Winnebago County Sheriff's Department by payment of the amount of \$27,668.30 for permanent disability for a Workers Compensation case.

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

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

Respectfully Submitted,



**FINANCE COMMITTEE**

**(AGREE)**

**(DISAGREE)**

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TED BIONDO, CHAIRMAN

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TED BIONDO, CHAIRMAN

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GARY JURY

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JAIME SALGADO

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KEITH McDONALD

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KEITH McDONALD

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

ATTESTED BY:

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

\_\_\_\_\_  
MARGIE M. MULLINS  
CLERK OF THE COUNTY BOARD  
OF THE COUNTY OF WINNEBAGO, ILLINOIS

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

Submitted by: Finance Committee

2017 CR

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

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

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

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

**NOW, THEREFORE, BE IT RESOLVED**, by the County Board of the County of Winnebago, Illinois that it does hereby authorize settlement of the claims entitled David Ellis verses County of Winnebago for injuries allegedly sustained by David Ellis while in the employment of the County of Winnebago by payment of the amount of \$13,728.69 for permanent disability for a Workers Compensation case.

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

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

Respectfully Submitted,

**FINANCE COMMITTEE**

**(AGREE)**

**(DISAGREE)**

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TED BIONDO, CHAIRMAN

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TED BIONDO, CHAIRMAN

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

ATTESTED BY:

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

\_\_\_\_\_  
MARGIE M. MULLINS  
CLERK OF THE COUNTY BOARD  
OF THE COUNTY OF WINNEBAGO, ILLINOIS

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

Submitted by: Finance Committee

2017 CR

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

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

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

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

**NOW, THEREFORE, BE IT RESOLVED**, by the County Board of the County of Winnebago, Illinois that it does hereby authorize settlement of the claims entitled Frank Fasula Jr. verses County of Winnebago for injuries allegedly sustained by Frank Fasula Jr. while in the employment of the County of Winnebago by payment of the amount of \$137,834.79 for permanent disability for a Workers Compensation case.

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

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

Respectfully Submitted,

**FINANCE COMMITTEE**

**(AGREE)**

**(DISAGREE)**

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TED BIONDO, CHAIRMAN

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TED BIONDO, CHAIRMAN

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KEITH McDONALD

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

ATTESTED BY:

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

\_\_\_\_\_  
MARGIE M. MULLINS  
CLERK OF THE COUNTY BOARD  
OF THE COUNTY OF WINNEBAGO, ILLINOIS

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

Submitted by: Finance Committee

2017 CR

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

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

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

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

**NOW, THEREFORE, BE IT RESOLVED**, by the County Board of the County of Winnebago, Illinois that it does hereby authorize settlement of the claims entitled Lori Stutsman verses County of Winnebago for injuries allegedly sustained by Lori Stutsman while in the employment of the Winnebago County State's Attorney's office by payment of the amount of \$38,880.11 for permanent disability for a Workers Compensation case.

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

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

Respectfully Submitted,

**FINANCE COMMITTEE**

**(AGREE)**

**(DISAGREE)**

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TED BIONDO, CHAIRMAN

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TED BIONDO, CHAIRMAN

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

ATTESTED BY:

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

\_\_\_\_\_  
MARGIE M. MULLINS  
CLERK OF THE COUNTY BOARD  
OF THE COUNTY OF WINNEBAGO, ILLINOIS

# **ZONING COMMITTEE**



**Attachment**  
**ZONING COMMITTEE**  
**OF THE COUNTY BOARD AGENDA**  
September 7, 2017

**A. PLANNING AND/OR ZONING REQUESTS:**

**TO BE LAID OVER:** NONE

**TO BE VOTED ON:** NONE

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

- Chairman, Brian Erickson, hereby announces that the next *Zoning Board of Appeals (ZBA)* meeting is scheduled for Wednesday, **September 13, 2017**, at 5:30 p.m. in Room 303 of the County Administration Building. The cases currently on the agenda are as follows:
  1. Z-15-17 A Map Amendment to rezone +/- 25.0 acres from the AG, Agricultural Priority District to the A2, Agriculture-Related Business District at 10076 Fish Hatchery Road in Burritt Township, District 1.
  2. SU-08-17 A Special Use Permit for a Retreat Center in the A2, Agriculture-Related Business District at 10076 Fish Hatchery Road in Burritt Township, District 1.
  3. Z-16-17 A Map Amendment to rezone +/- 1.61 acres from the AG, Agricultural Priority District to the RE, Rural Estate District (a sub-district of the RA District) at 8268 McMichael Road in Harlem Township, District 7.
- Chairman, Jim Webster, hereby announces that the next *Zoning Committee (ZC)* meeting is tentatively scheduled for Wednesday, **September 27, 2017**, at 5:45 p.m. in Room 303 of the County Administration Building.

# **ECONOMIC DEVELOPMENT COMMITTEE**



# Executive Summary

Date: August 29, 2017

Item: Barber Colman Village Redevelopment Project

Prepared by: County Board Chairman Frank Haney and County Administrator Amanda Hamaker

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

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

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

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

**Other facts about the project:**

- It will rejuvenate the 22-acre deteriorating former factory site – already under City ownership – into a multi-phase, mixed-use development beginning with a technical career training center focused on vocational and technical education and job training
- It will help to fill the local labor market gap for skilled workers for middle-class waged jobs that do not require a bachelor's degree
- The first phase of the redevelopment is approximately \$9.7 million dollars in capital and infrastructure improvements – this is where a County and other financial commitment comes in. These improvements include hard costs related to infrastructure, sewer, parking lots, street lights, etc...



- \$2 million in EDA grant funds pending Rock Valley College partnership agreement and Winnebago County funding commitment (September 1, 2017 federal deadline – extended to September 16 to accommodate Winnebago County and Rock Valley Board schedule)
- The return on investment for phase one of the redevelopment is the successful launch of programs at Barber Colman Village by RVC in 2019
- The County investment is recommended for a multi-year Host Fee commitment equal to the City's, as stipulated in the EDA grant, not to exceed 3.2 million dollars; payable in equal payments over a minimum of six (6) and not to exceed ten (10) years

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

**Attachments:**

RRStar: July 23, 2017, Federal grants could spark transformation of Barber-Colman

RRStar: July 24, 2017, Rockford applies for \$3.2M Barber-Colman grant

RRStar: July 30, 2017: Our View: Alderman step up on Barber-Colman campus project

COUNTY BOARD MEETING  
SEPTEMBER 7, 2017

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

Submitted by: Economic Development Committee

2017 CR

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

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

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

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

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

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

**BE IT FURTHER RESOLVED**, that upon the successful awarding of an EDA grant to the City, the County Board will enter into an intergovernmental agreement with the City establishing a multi-year Host Fee commitment to the Barber Colman project not to exceed 3.2 million

dollars. (Payable in equal installments over a period of six (6) to ten (10) years as agreed upon by the City and the County

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

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

Respectfully submitted,

**ECONOMIC DEVELOPMENT COMMITTEE**

**AGREE**

\_\_\_\_\_  
Fred Wescott, Chairman

\_\_\_\_\_  
L.C. Wilson

\_\_\_\_\_  
Dorothy Redd

\_\_\_\_\_  
Jean Crosby

\_\_\_\_\_  
Dave Fiduccia

**DISAGREE**

\_\_\_\_\_  
Fred Wescott, Chairman

\_\_\_\_\_  
L.C. Wilson

\_\_\_\_\_  
Dorothy Redd

\_\_\_\_\_  
Jean Crosby

\_\_\_\_\_  
Dave Fiduccia

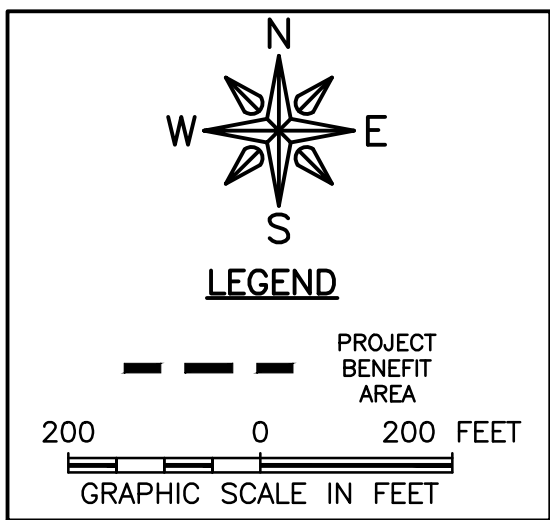
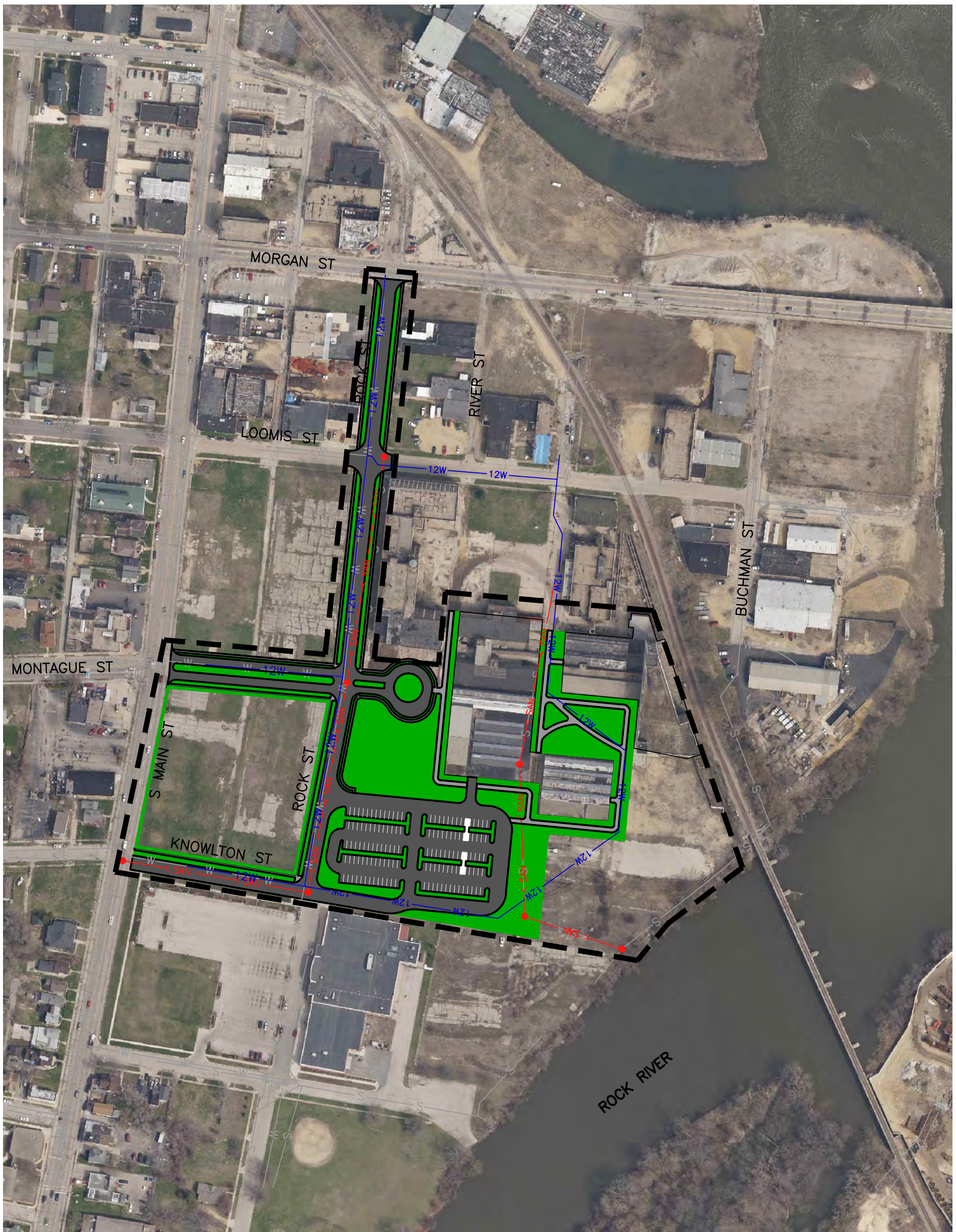
The above and foregoing Ordinance was adopted by the County Board of the County of Winnebago, Illinois, this \_\_\_\_ day of \_\_\_\_\_, 2017.

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

Attested by:

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





## Attachment A: SITE PLAN

ROCK VALLEY COLLEGE  
DOWNTOWN CAMPUS  
EDA GRANT APPLICATION

6/8/17

**FEHR GRAHAM**

ENGINEERING & ENVIRONMENTAL  
ILLINOIS DESIGN FIRM NO. 184-003525

ILLINOIS  
IOWA  
WISCONSIN



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## **Federal grant could spark transformation of Barber-Colman**

**By Jeff Kolkey**

**Staff writer**

Posted Jul 23, 2017 at 10:00 AM

Updated Jul 23, 2017 at 10:46 PM

### **RVC manufacturing campus could prepare students for manufacturing careers**

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

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

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

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

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

Rockford would apply to the U.S. Economic Development Administration for a \$3.2 million grant. Its pre-application was approved and the city received notice Tuesday that it can apply for the full grant. But the application is due Saturday, leaving officials in a time crunch.



If the grant is approved, Rockford and Winnebago County would split the remaining \$6.5 million cost of the public improvements on a portion of the site in the 1200 block of Rock Street. The council and County Board must sign off on the plan.

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

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

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

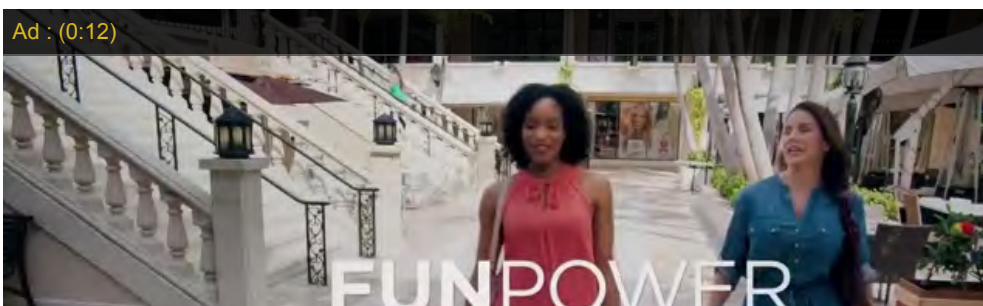
Cagnoni said the investment is critical to the future of the city and county, despite a looming financial crisis. To come up with its share of the money for the public improvements, Rockford could tap its capital-improvement program and redevelopment, water and parking funds.

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

*Jeff Kolkey: 815-987-1374;*

;

## **MOST POPULAR STORIES**



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## Rockford applies for \$3.2M Barber-Colman grant

By Jeff Kolkey

Staff writer

Posted Jul 24, 2017 at 9:49 PM

Updated Jul 24, 2017 at 10:33 PM

### RVC manufacturing campus could prepare students for in-demand careers

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

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

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

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

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

Rockford was, after submitting pre-application information, invited by the U.S. Economic Development Administration to apply for a \$3.2 million grant.

It would require Winnebago County and Rockford to split the remaining \$6.5 million cost of the public improvements.

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

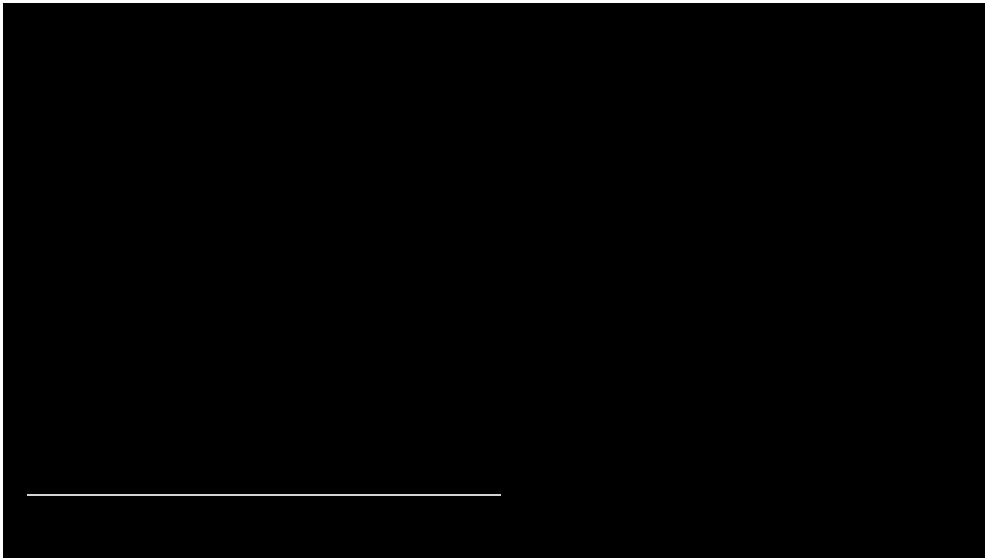
“If the county is involved and Rock Valley College is involved, we all go to the table together,” Frost said. “I don’t want to have the exposure for only city of Rockford residents.”

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

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

*Jeff Kolkey: 815-987-1374; \_\_\_\_\_; \_\_\_\_\_*

## **MOST POPULAR STORIES**



## **Our View: Aldermen step up on Barber-Colman campus project**

**By The Editorial Board**

Posted Jul 30, 2017 at 2:00 PM

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

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

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

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

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

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

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

to fill the vacancies.

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

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

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

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

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

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

The Barber-Colman campus is the next, logical step to revitalizing the oldest part of the Forest City and providing much-needed training for the industrial jobs of today and tomorrow.



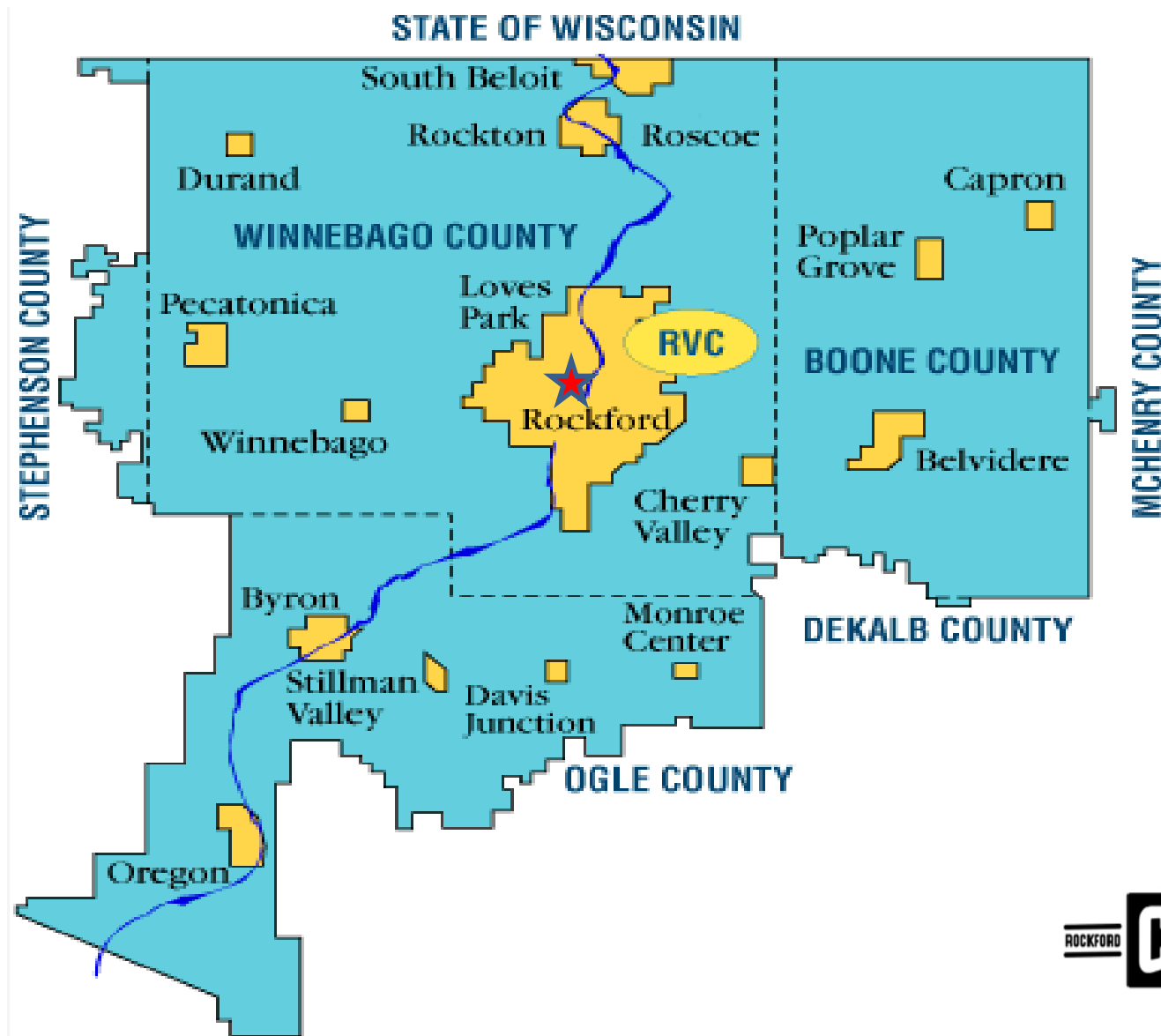
*Colman Village* is a comprehensive development vision rooted and inspired by the legacy of Rockford's forefathers who helped build the Rockford region and its economy and made Rockford a manufacturing powerhouse in America. The dawn of manufacturing in Rockford began at the banks of where settlers crossed the "Rocky Ford" of the Rock River, and for which Rockford was named.

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

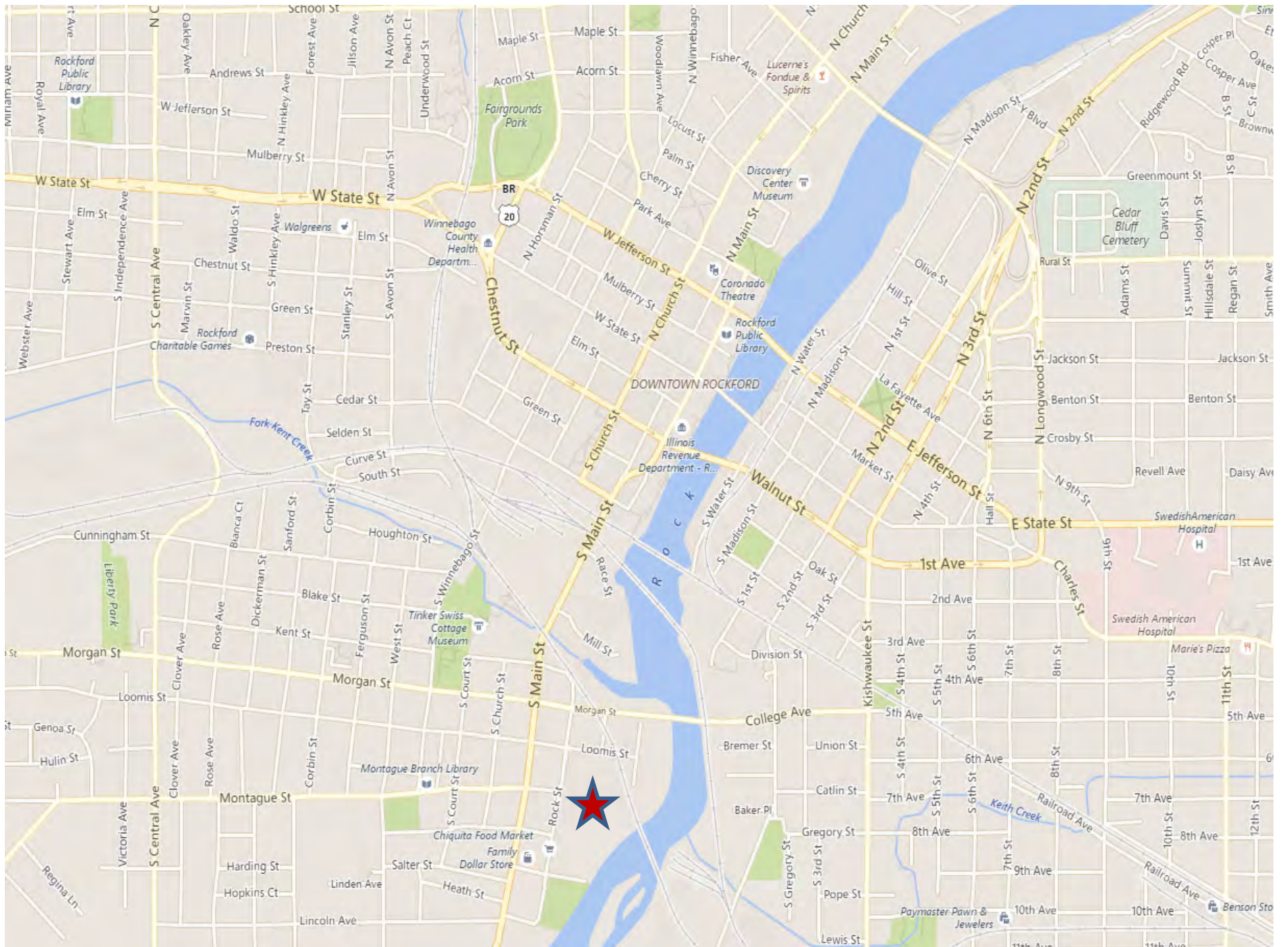


That man was Howard Colman.

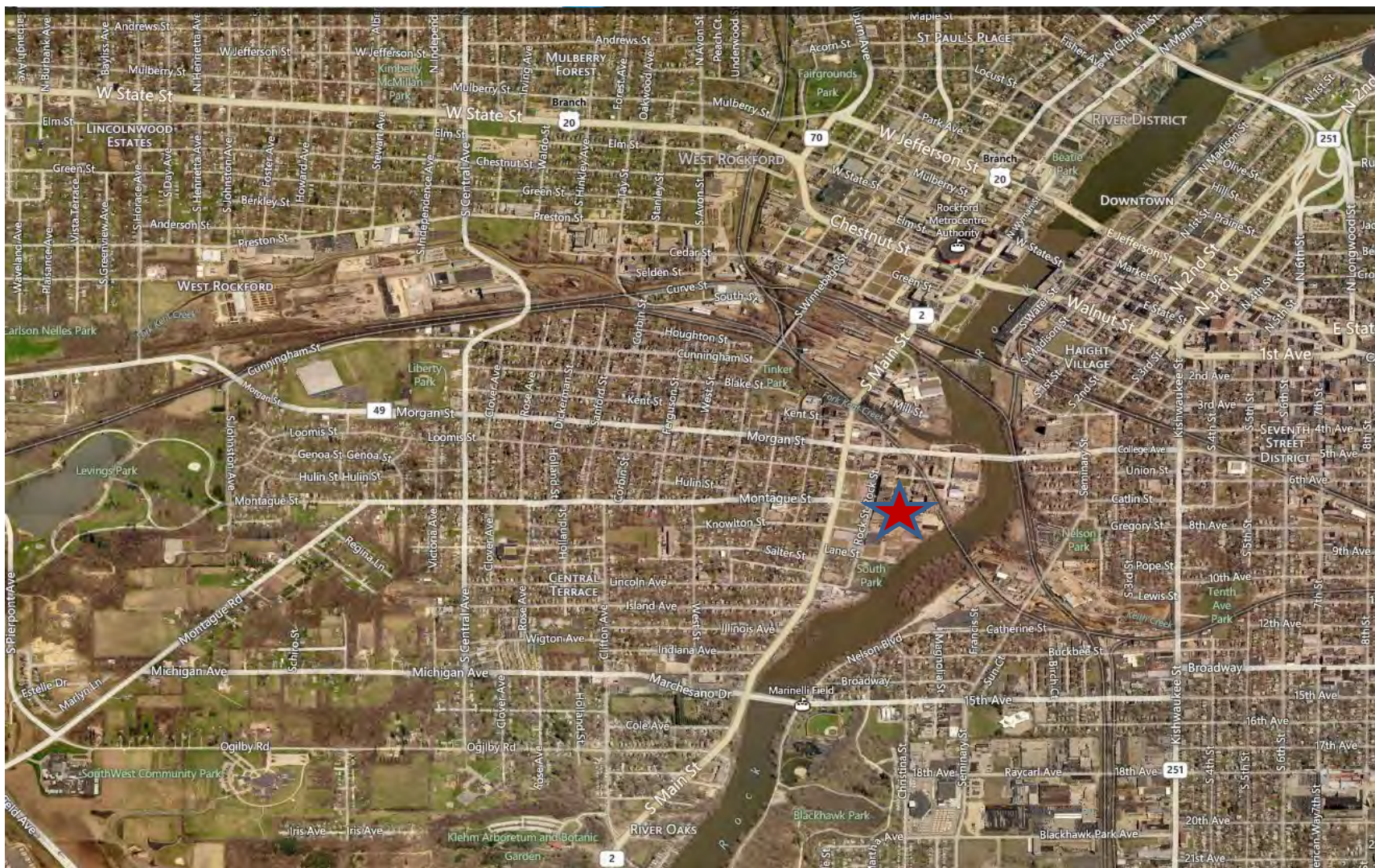
***Rock Valley College Technical Career Training Institute***  
**Ideally and Centrally Located within the RVC District Service Area**





















## **ECONOMIC DEVELOPMENT ADMINISTRATION 2017 GRANT APPLICATION and PROJECT**

**Partnership between: Winnebago County, Rock Valley College,  
Rockford Local Development Council & City of Rockford**



**The Rock Valley College Technical Career Training Institute is the heart of the Colman Village Campus, a 22-acre former factory site. The goal of the Colman Village Campus Plan is to transform the site into a mixed-use development that includes vocational and technical education and job training, with a particular emphasis on life skills and STEM careers.**

**In addition, the Colman Village Campus Plan will offer other uses including residential loft space, retail and hospitality, as well as over 400,000 s.f. of office/industrial space for new start-ups and companies that fit in with the mission of the Colman Village Campus, which is to create a dynamic campus that fosters individual and community economic growth through educational, vocational training, and employment in a village atmosphere that promotes a healthy lifestyle and environment**





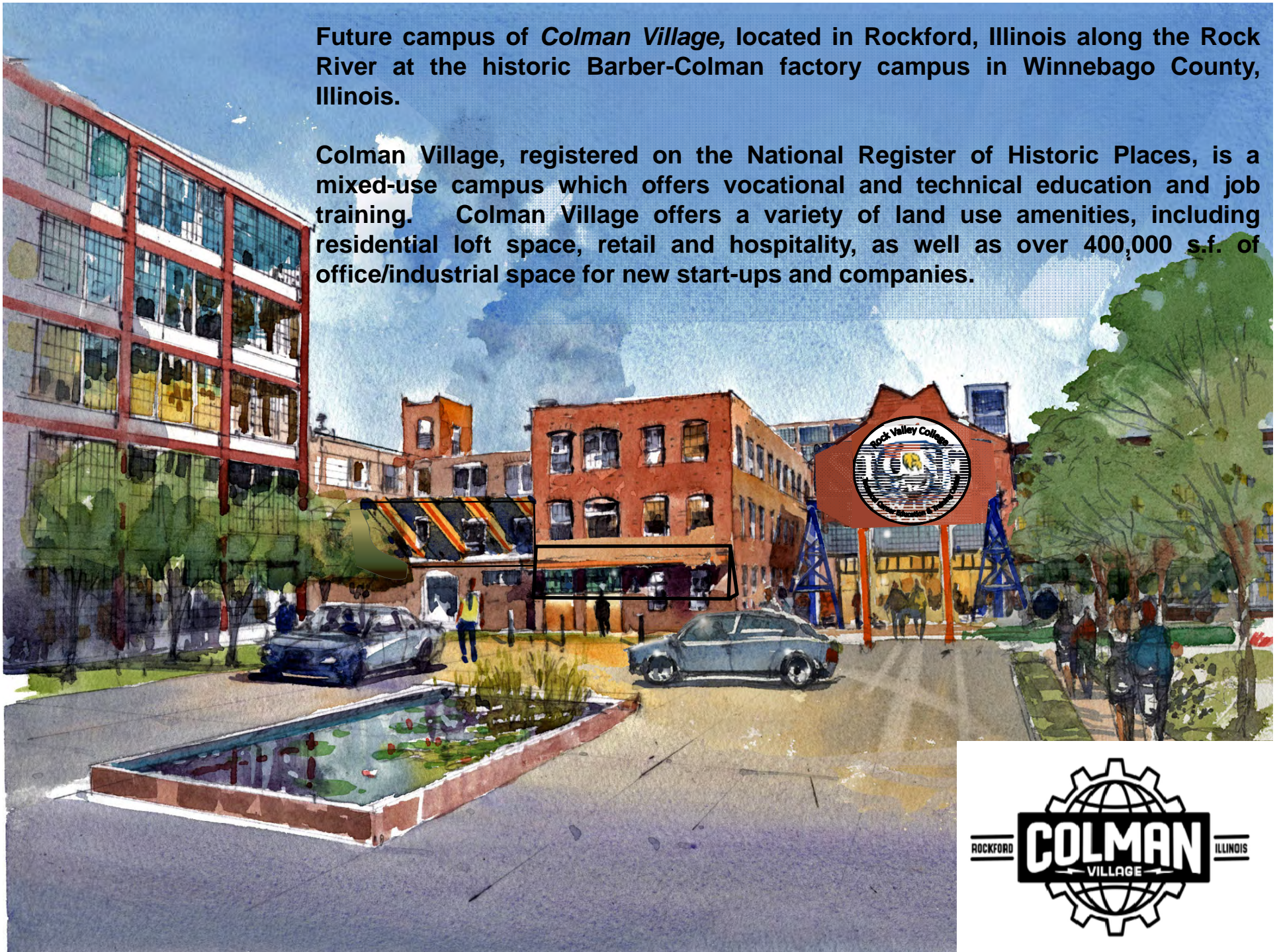
**Rock  
Valley  
College**





Future campus of *Colman Village*, located in Rockford, Illinois along the Rock River at the historic Barber-Colman factory campus in Winnebago County, Illinois.

Colman Village, registered on the National Register of Historic Places, is a mixed-use campus which offers vocational and technical education and job training. Colman Village offers a variety of land use amenities, including residential loft space, retail and hospitality, as well as over 400,000 s.f. of office/industrial space for new start-ups and companies.







*Looking southwest in the courtyard*







*View of courtyard from Building 5*





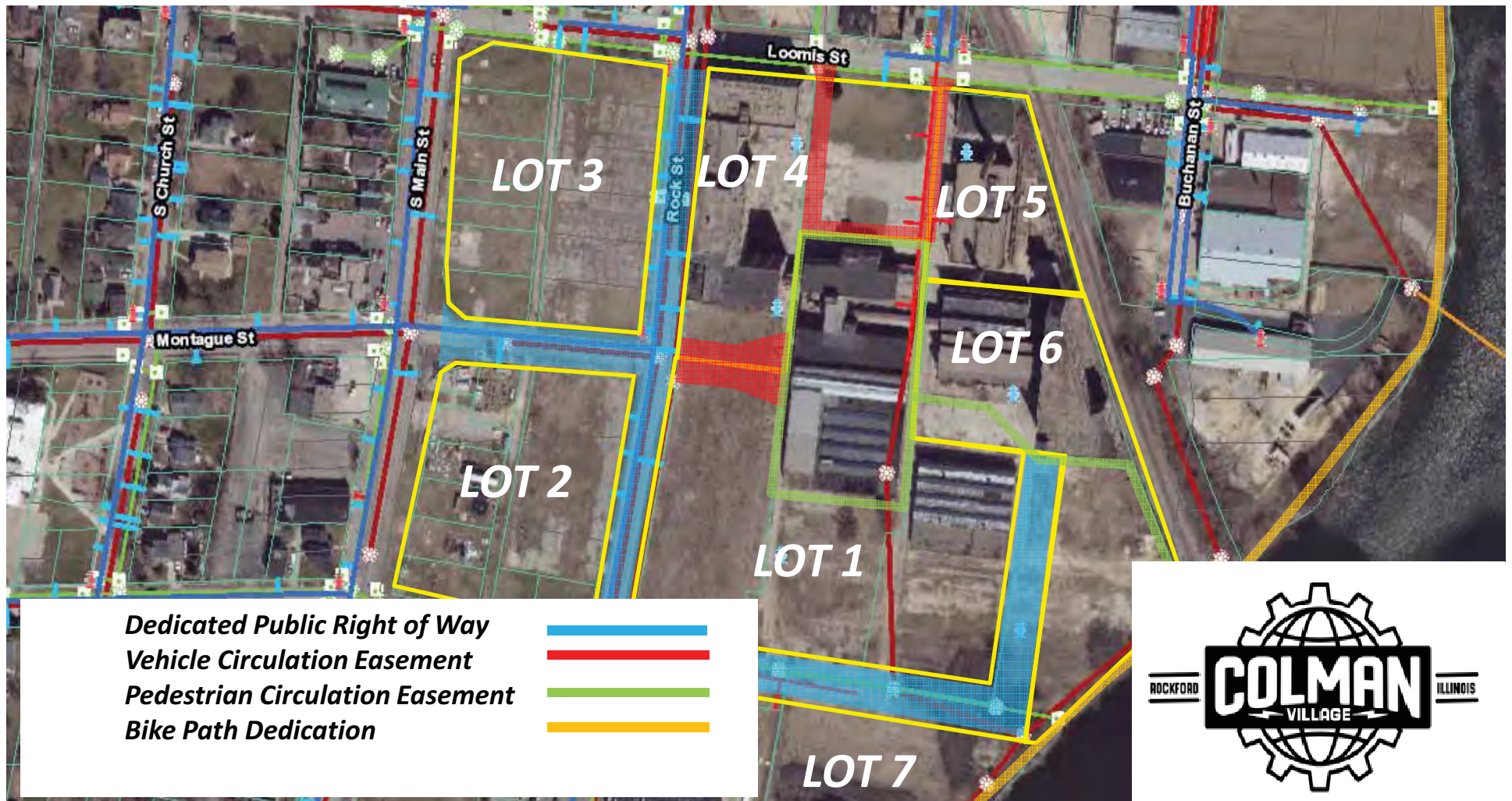


*View of courtyard  
looking south*





# Colman Village Tentative Plat of Subdivision







**PHASE 1**  
**ROCK VALLEY COLLEGE**  
**TECHNICAL CAREER EDUCATION & TRAINING CENTER**







**PHASE 1**  
**ROCK VALLEY COLLEGE**  
**TECHNICAL CAREER TRAINING & EDUCATION CENTER**



Looking northeast





**PHASE 1**  
**ROCK VALLEY COLLEGE**  
**TECHNICAL CAREER EDUCATION & TRAINING CENTER**

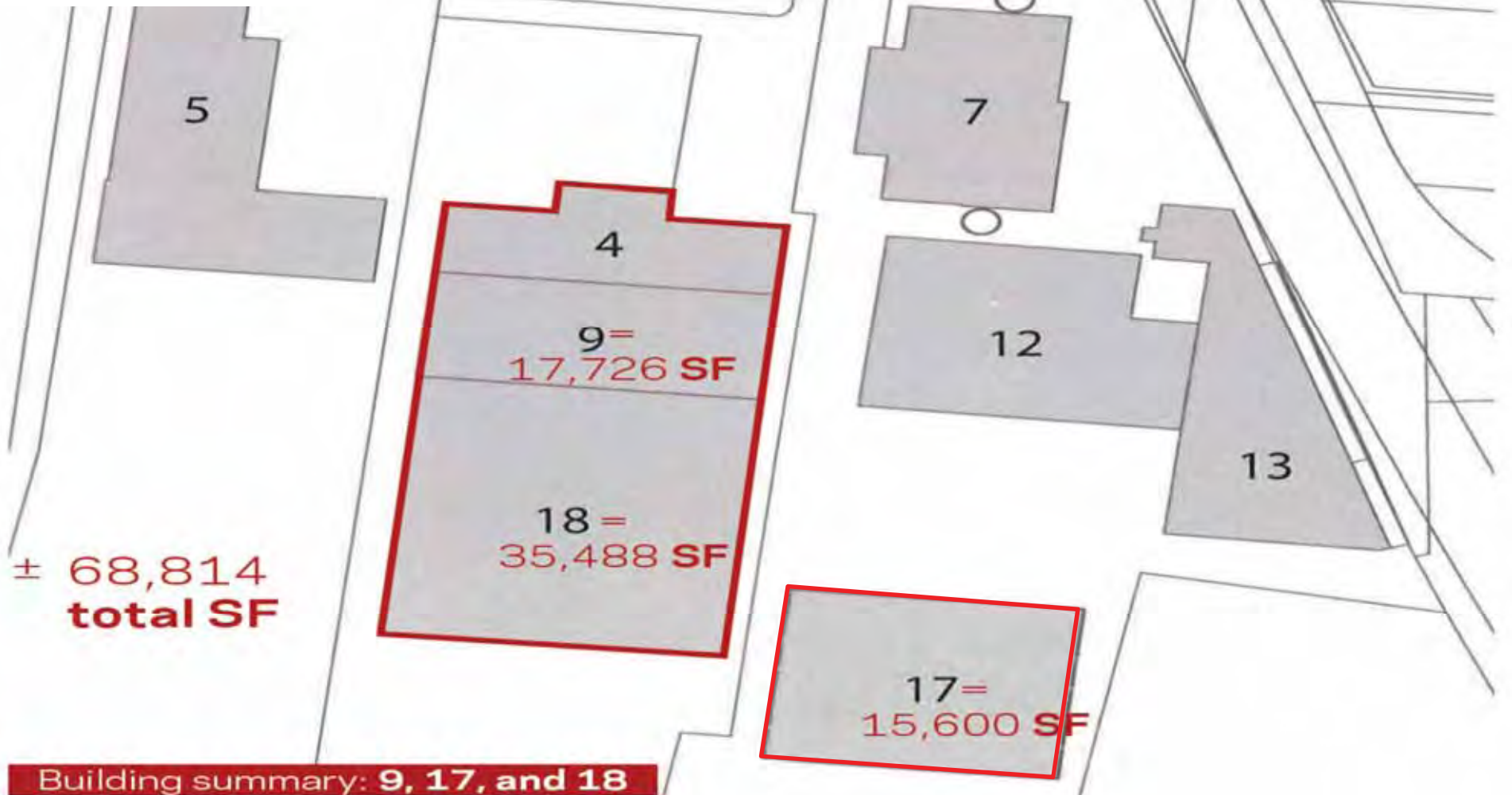


Looking northeast





**PHASE 1**  
**ROCK VALLEY COLLEGE**  
**TECHNICAL CAREER EDUCATION & TRAINING CENTER**



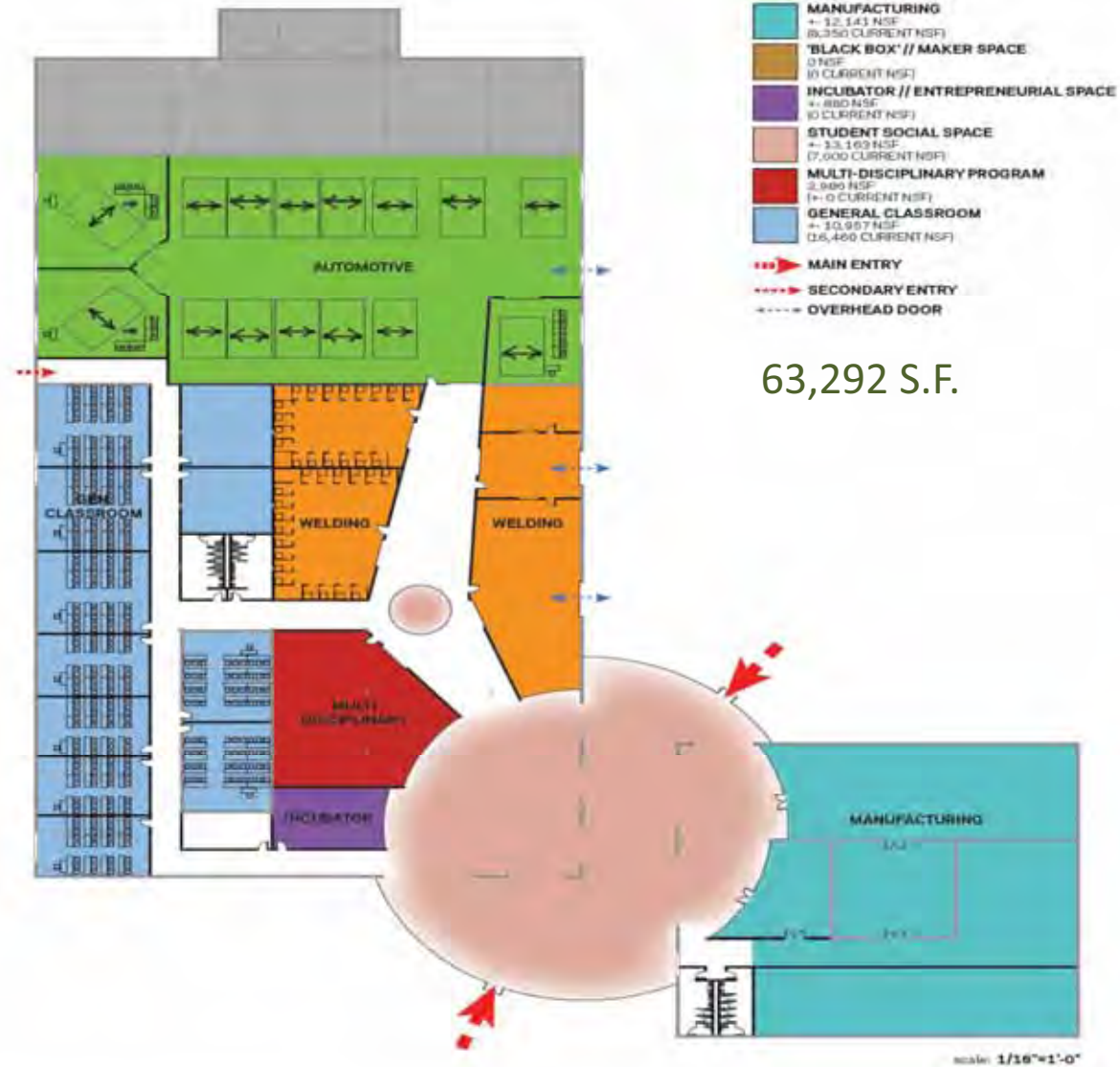


**PHASE 1**  
**ROCK VALLEY COLLEGE**  
**TECHNICAL CAREER EDUCATION & TRAINING CENTER - SITE**  
**PLAN 1**





## DESIGN CONCEPT 1

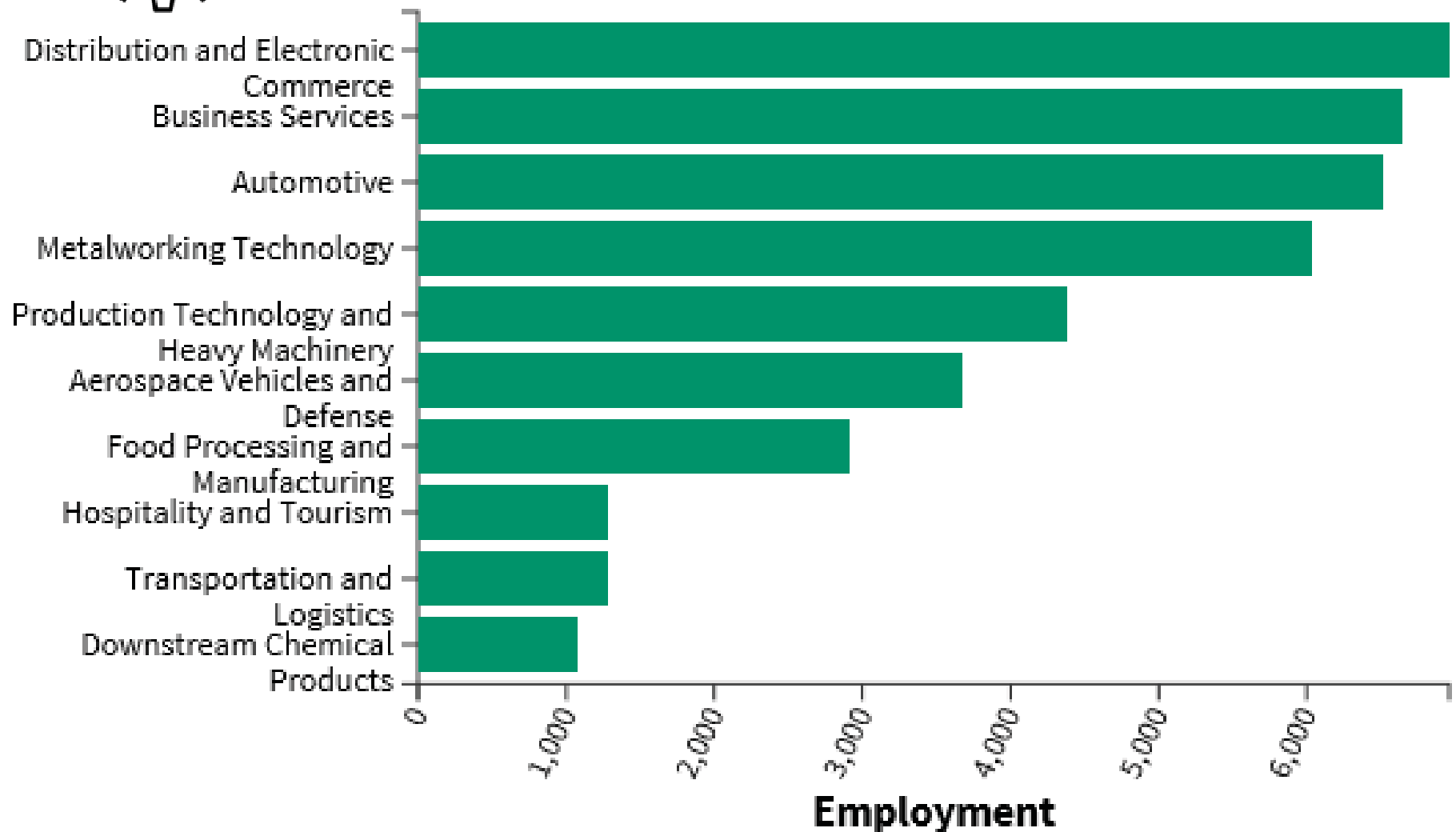






## ***WHY IS TECHNICAL TRAINING SO IMPORTANT TO THE ROCKFORD METROPOLITAN REGION?***

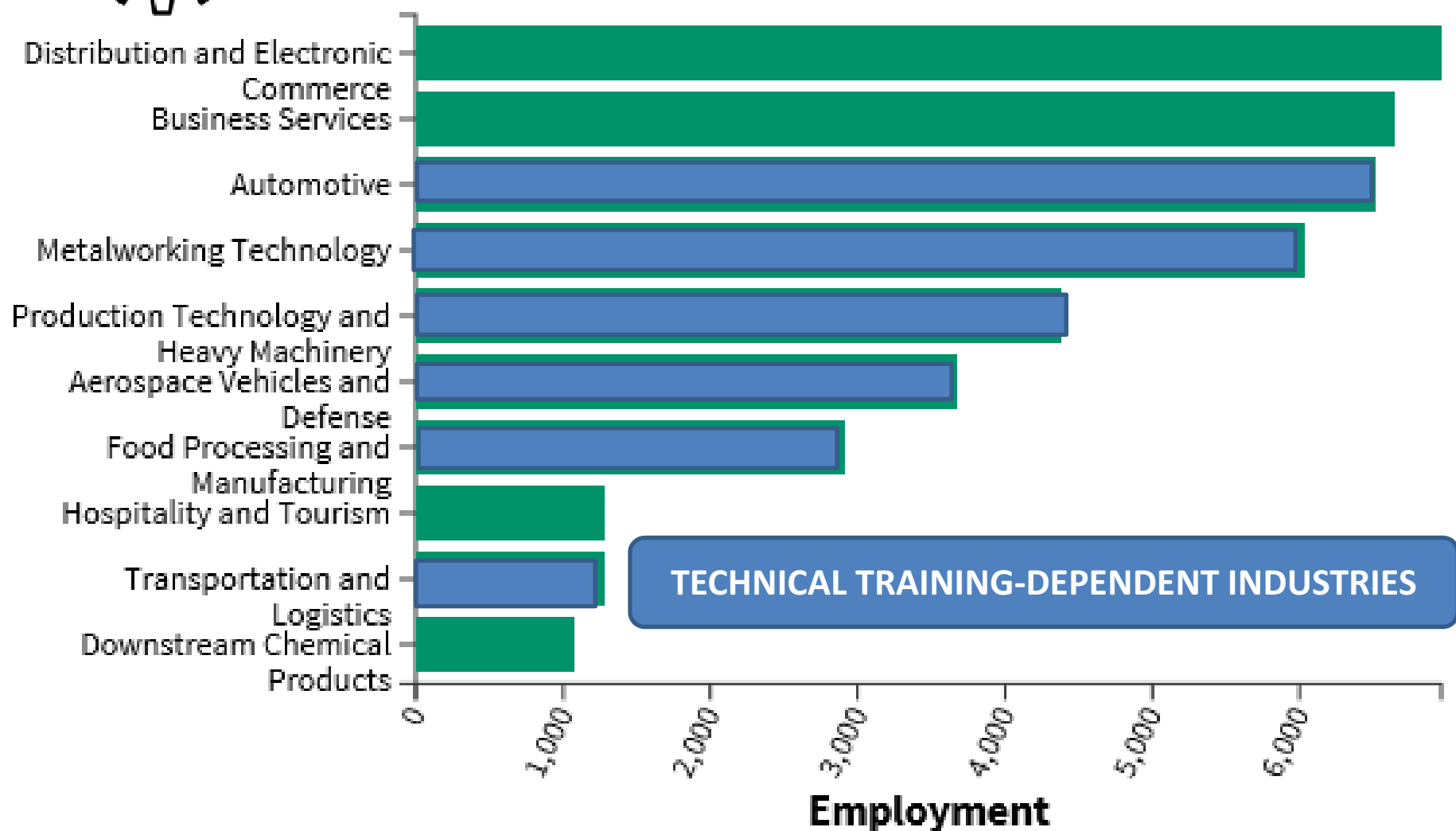
**Top Clusters by Employment**

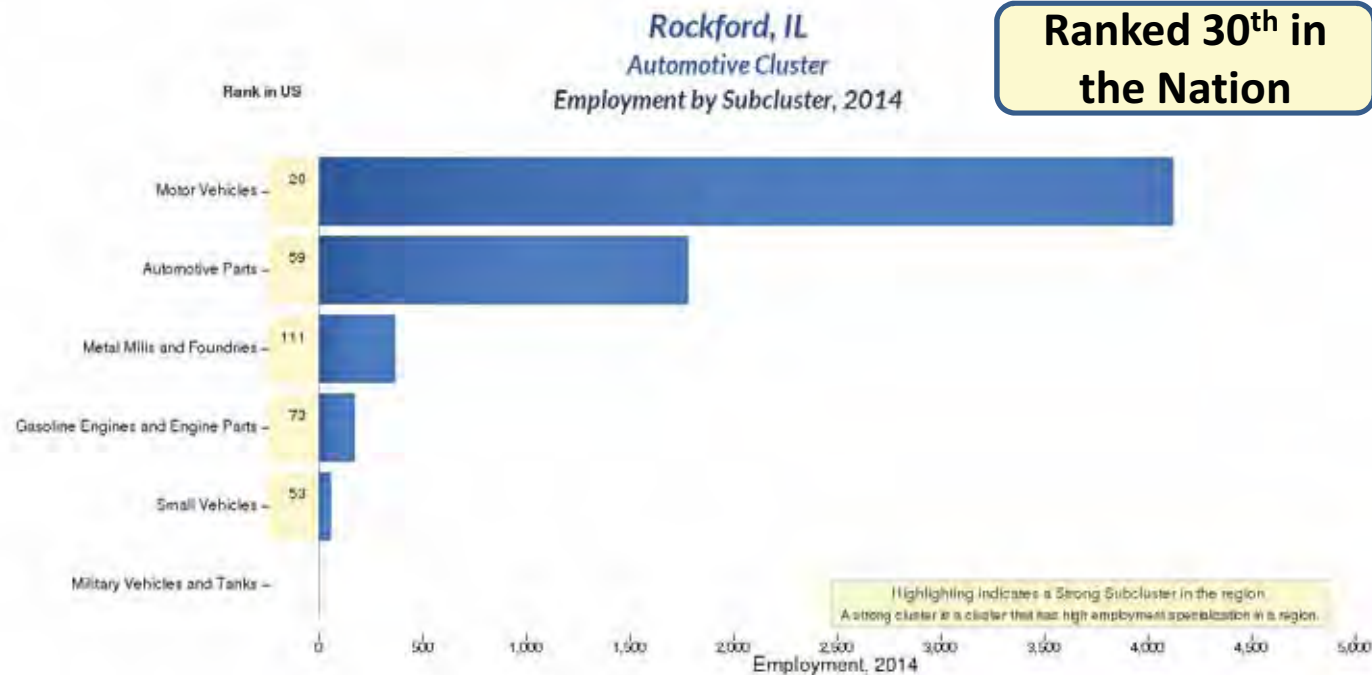




## WHY IS TECHNICAL TRAINING SO IMPORTANT TO THE ROCKFORD METROPOLITAN REGION?

Top Clusters by Employment





Rank numbers are out of 917 for MSAs.

Source: [U.S. Cluster Mapping Project](#), Institute for Strategy and Competitiveness, Harvard Business School. [Data Source](#)

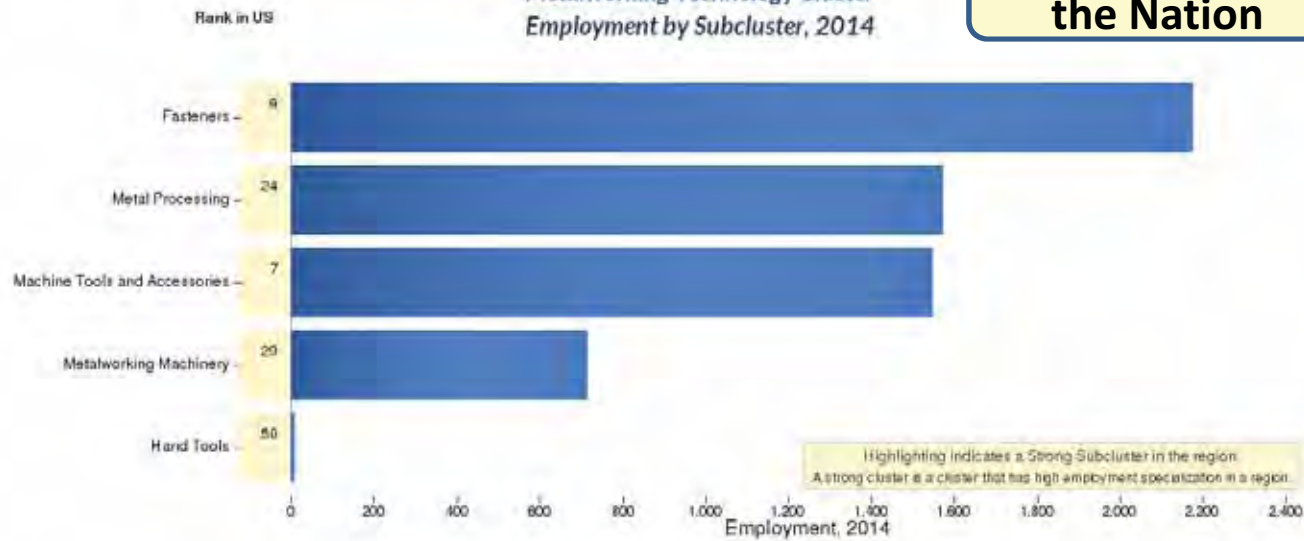
<b>Automotive</b>	2014 Employment	National Rank
Motor Vehicles	4125	20
Automotive Parts	1785	59
Metal Mills and Foundries	370	111
Gasoline Engines and Engine Parts	175	73
Small Vehicles	60	53
Military Vehicles and Tanks	0	
Rockford, IL Totals (Subcluster)	6515	

Source: U.S. Cluster Mapping Project , Institute for Strategy and Competitiveness, Harvard Business School.



**Rockford, IL**  
**Metalworking Technology Cluster**  
**Employment by Subcluster, 2014**

**Ranked 16<sup>th</sup> in  
the Nation**



Rank numbers are out of 617 for MSA's.

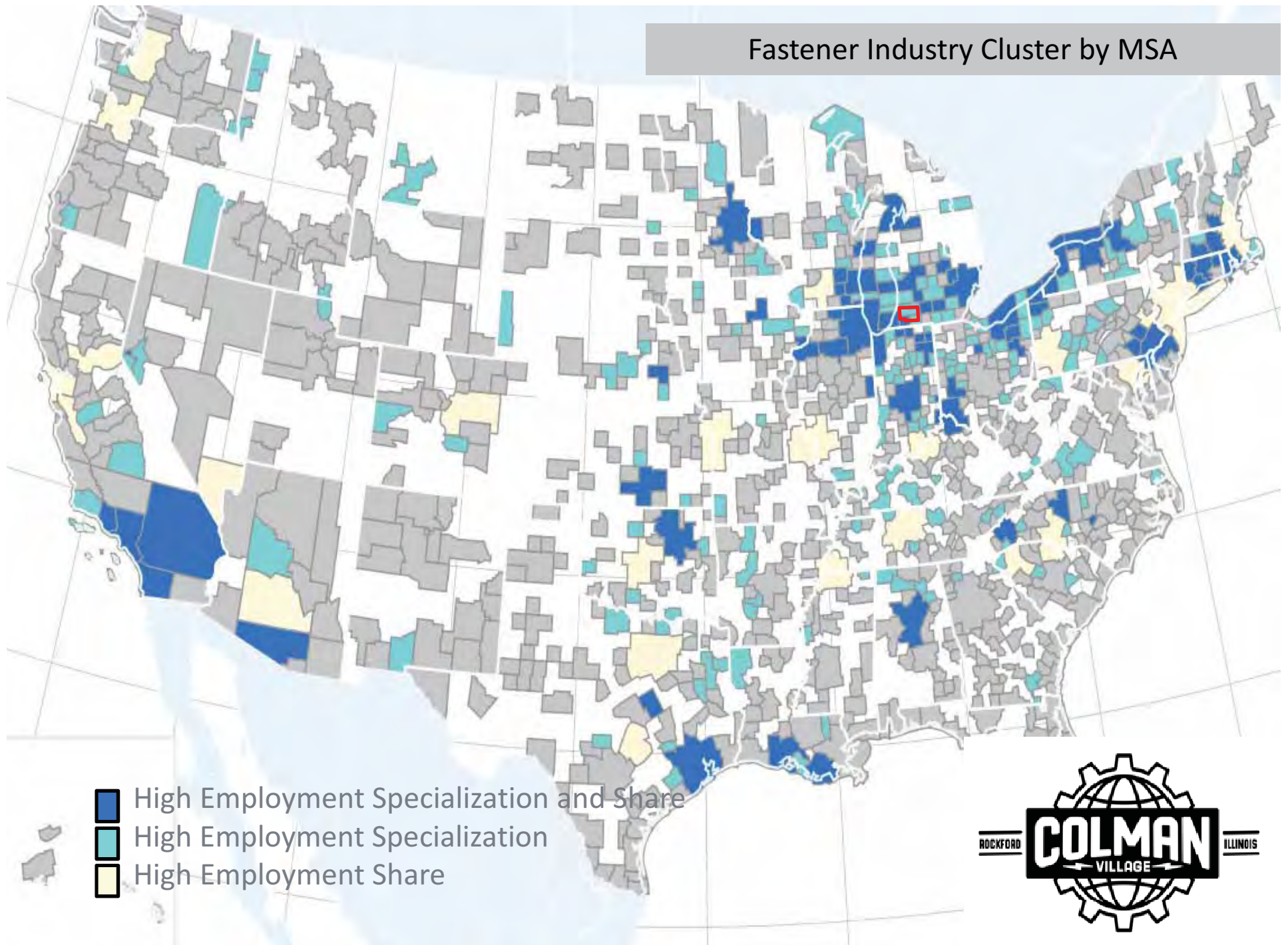
Source: [U.S. Cluster Mapping Project](#), Institute for Strategy and Competitiveness, Harvard Business School. [Data Sources](#)

Metalworking Technology	2014 Employment	National Rank
Fasteners	2177	9
Metal Processing	1574	24
Machine Tools and Accessories	1549	7
Metalworking Machinery	716	29
Hand Tools	10	50
Rockford, IL Totals (Subcluster)	6026	

Source: U.S. Cluster Mapping Project, Institute for Strategy and Competitiveness, Harvard Business School.



## Fastener Industry Cluster by MSA

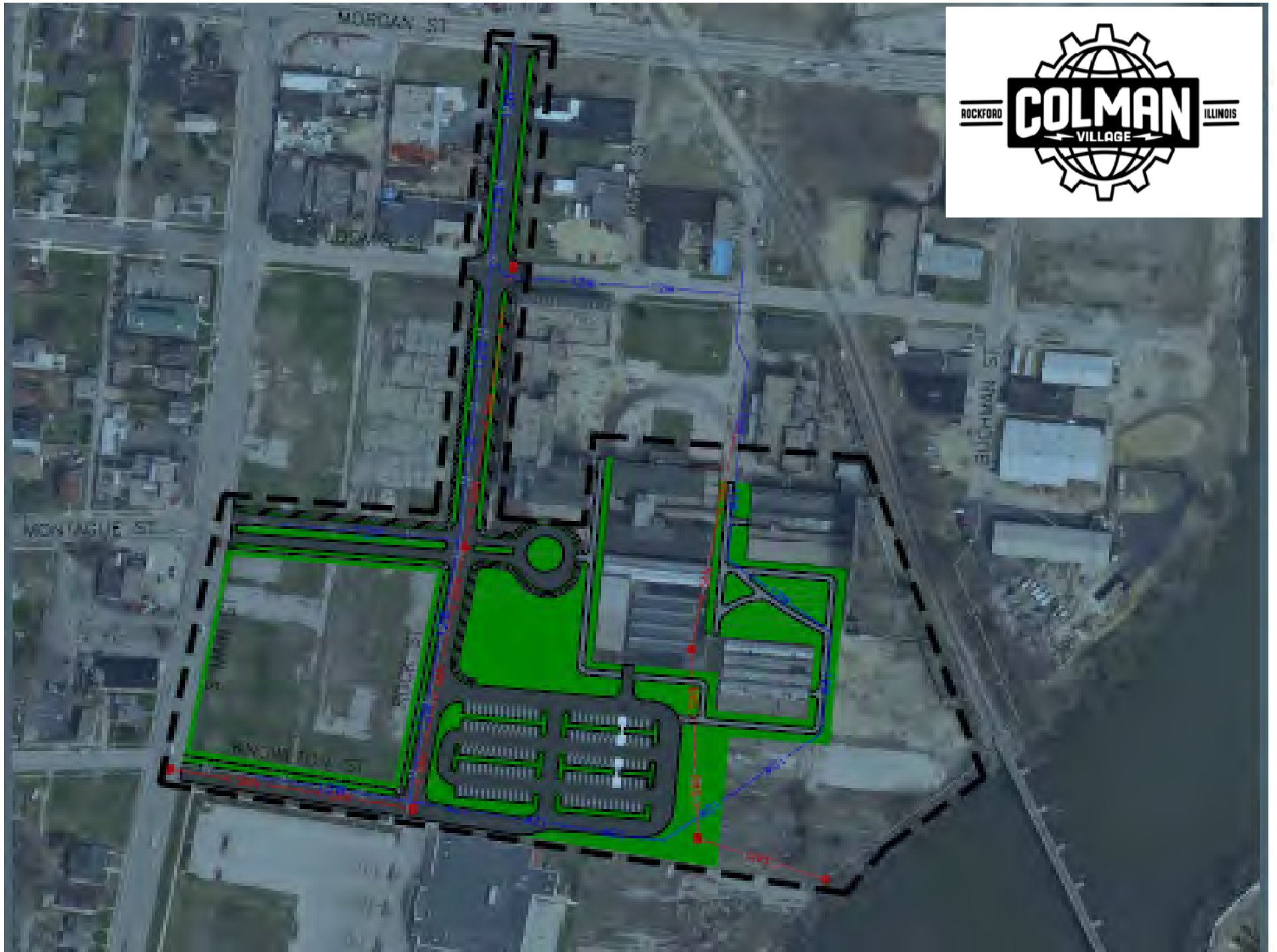


## TOP 25 FASTENER PRODUCERS BY U.S.METROPOLITAN AREA

Region Name	Fasteners National Employment Share, 2013	Fasteners Change in Employment share,1998- 2013	1998 Employment	2013 Employment	Fasteners Change in Employment, 1998-2013	1998 National Employment	2013 National Employment
Los Angeles, CA Metropolitan Area	8.92%	-1.07%	13,831	12,467	-1,364	138,476	139,759
Chicago, IL Metropolitan Area	6.78%	-1.79%	11,870	9,473	-2,397	138,476	139,759
Detroit, MI Metropolitan Area	4.88%	-2.09%	9,660	6,826	-2,834	138,476	139,759
Cleveland, OH Metropolitan Area	3.36%	-1.62%	6,899	4,697	-2,202	138,476	139,759
Minneapolis, MN Metropolitan Area	3.11%	0.64%	3,428	4,349	921	138,476	139,759
Houston, TX Metropolitan Area	2.58%	1.24%	1,855	3,606	1,751	138,476	139,759
Philadelphia, PA Metropolitan Area	2.32%	-0.89%	4,444	3,243	-1,201	138,476	139,759
New York, NY Metropolitan Area	2.13%	-1.73%	5,350	2,975	-2,375	138,476	139,759
Hartford, CT Metropolitan Area	1.59%	-0.12%	2,366	2,225	-141	138,476	139,759
<b>Rockford, IL Metropolitan Area</b>	<b>1.58%</b>	<b>-1.59%</b>	<b>4,392</b>	<b>2,208</b>	<b>-2,184</b>	<b>138,476</b>	<b>139,759</b>
Milwaukee, WI Metropolitan Area	1.45%	-0.19%	2,269	2,022	-247	138,476	139,759
Boston, MA Metropolitan Area	1.34%	-0.24%	2,186	1,869	-317	138,476	139,759
Dayton, OH Metropolitan Area	1.30%	0.75%	757	1,819	1,062	138,476	139,759
Seattle, WA Metropolitan Area	1.29%	0.87%	580	1,797	1,217	138,476	139,759
Rochester, NY Metropolitan Area	1.23%	-0.14%	1,894	1,717	-177	138,476	139,759
New Haven, CT Metropolitan Area	1.18%	-0.11%	1,782	1,651	-131	138,476	139,759
San Diego, CA Metropolitan Area	1.17%	0.65%	720	1,641	921	138,476	139,759
Buffalo, NY Metropolitan Area	1.17%	0.49%	940	1,631	691	138,476	139,759
Dallas, TX Metropolitan Area	1.10%	0.18%	1,283	1,542	259	138,476	139,759
Grand Rapids, MI Metropolitan Area	1.03%	-0.14%	1,622	1,446	-176	138,476	139,759
Cincinnati, OH Metropolitan Area	1.01%	0.12%	1,233	1,416	183	138,476	139,759
San Jose, CA Metropolitan Area	0.97%	0.37%	820	1,349	529	138,476	139,759
Indianapolis, IN Metropolitan Area	0.96%	-0.40%	1,889	1,343	-546	138,476	139,759
St. Louis, MO Metropolitan Area	0.90%	-0.35%	1,738	1,259	-479	138,476	139,759
Phoenix, AZ Metropolitan Area	0.89%	0.04%	1,180	1,246	66	138,476	139,759







**PRELIMINARY BUDGET ESTIMATES FOR  
ROCK VALLEY COLLEGE TECHNICAL CAREER EDUCATION & TRAINING CENTER**

**Project Costs (Uses) for Buildings 4, 9, 17 & 18 Square Footage:                      81,708 S.F.**

<u>Land &amp; Building Acquisition</u>	<u>\$ 256,250</u>
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<b>Total Land &amp; Building Acquisition</b>	<b>\$ 256,250</b>
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Building Construction for Buildings 4/9/17/18	\$16,901,610
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(Does not include Tenant Buildout for 4)

Site and Infrastructure	\$ 4,192,500
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<u>Contingency</u>	<u>\$ 2,109,411</u>
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<b>Total Hard Costs</b>	<b>\$23,203,521</b>
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Soft Costs

<u>(A/E, permits, HTC Consultants, Security, etc.)</u>	<u>\$ 4,012,741</u>
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<b>Total Soft Costs</b>	<b>\$ 4,012,741</b>
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Community Development Entity (CDE)

<u>Fees &amp; Reserves</u>	<u>\$ 1,348,605</u>
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<b>Total Cost without Interest</b>	<b>\$28,821,117</b>
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Construction Interest	\$ 332,370
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Bridge Interest	\$ 260,827
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<u>Developer Fee</u>	<u>\$ 2,915,806</u>
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<b>Total Project Costs</b>	<b>\$32,330,120</b>
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**PRELIMINARY BUDGET ESTIMATES FOR  
ROCK VALLEY COLLEGE TECHNICAL CAREER  
EDUCATION & TRAINING CENTER**

**Project Revenues (Sources) for Buildings 4, 9, 17 & 18 Square Footage:** **81,708 S.F.**

Federal Historic Tax Credits	\$ 4,169,315
State Historic Tax Credits	\$ 3,899,472
New Market Tax Credit Equity	\$ 7,592,060
City Contribution	\$ 5,470,600
Leverage Loan from RVC	\$ 8,583,787
Developer Fee Leveraged (By loan from Third Party Institution)	\$ 1,807,553
<u>Developer Equity</u>	<u>\$ 808,253</u>
<b>Total Sources</b>	<b>\$32,331,040</b>



# **OPERATIONS & ADMINISTRATIVE COMMITTEE**

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

Submitted by: Operations & Administrative Committee

2017 CR

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

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

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

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

**October 12, 2017** (Thursday)  
**October 26, 2017** (Thursday)

**April 12, 2018** (Thursday)  
**April 26, 2018** (Thursday)

**November 9, 2017** (Thursday)  
**\*November 21, 2017** (Tuesday)\*

**May 10, 2018** (Thursday)  
**May 24, 2018** (Thursday)

**\*December 7, 2017** (Thursday)\*  
**\*December 21, 2017** (Thursday)\*

**June 14, 2018** (Thursday)  
**June 28, 2018** (Thursday)

**January 11, 2018** (Thursday)  
**January 25, 2018** (Thursday)

**July 12, 2018** (Thursday)  
**July 26, 2018** (Thursday)

**February 8, 2018** (Thursday)  
**February 22, 2018** (Thursday)

**August 9, 2018** (Thursday)  
**August 23, 2018** (Thursday)

**March 8, 2018** (Thursday)  
**March 22, 2018** (Thursday)

**\*September 6, 2018** (First Thursday)\*  
**September 27, 2018**

**BE IT FURTHER RESOLVED**, that all meetings scheduled shall be in the County Board Chambers, Winnebago County Courthouse Building, 400 West State Street, Rockford, Illinois.

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

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

Signatures on next page.

Respectfully Submitted,  
**OPERATIONS & ADMINISTRATIVE COMMITTEE**

**(AGREE)**

**(DISAGREE)**

\_\_\_\_\_  
GARY JURY, CHAIRMAN

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GARY JURY, CHAIRMAN

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ANGIE GORAL

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ANGIE GORAL

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JOE HOFFMAN

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JOE HOFFMAN

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DOROTHY REDD

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ELI NICOLosi

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ELI NICOLosi

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KEITH McDONALD

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KEITH McDONALD

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JEAN CROSBY

\_\_\_\_\_  
JEAN CROSBY

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

ATTESTED BY:

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

\_\_\_\_\_  
MARGIE M. MULLINS  
CLERK OF THE COUNTY BOARD  
OF THE COUNTY OF WINNEBAGO, ILLINOIS

# FY2018 County Board Meeting Calendar

RED = Holiday

Yellow = Proposed Board Meeting Date

<div><div>October</div><table><tr><th>Su</th><th>Mo</th><th>Tu</th><th>We</th><th>Th</th><th>Fr</th><th>Sa</th></tr><tr><td>1</td><td>2</td><td>3</td><td>4</td><td>5</td><td>6</td><td>7</td></tr><tr><td>8</td><td>9</td><td>10</td><td>11</td><td>12</td><td>13</td><td>14</td></tr><tr><td>15</td><td>16</td><td>17</td><td>18</td><td>19</td><td>20</td><td>21</td></tr><tr><td>22</td><td>23</td><td>24</td><td>25</td><td>26</td><td>27</td><td>28</td></tr><tr><td>29</td><td>30</td><td>31</td><td></td><td></td><td></td><td></td></tr><tr><td colspan="7">5: 12: 19: 27:</td></tr></table></div>	Su	Mo	Tu	We	Th	Fr	Sa	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31					5: 12: 19: 27:							<div><div>November</div><table><tr><th>Su</th><th>Mo</th><th>Tu</th><th>We</th><th>Th</th><th>Fr</th><th>Sa</th></tr><tr><td></td><td></td><td></td><td>1</td><td>2</td><td>3</td><td>4</td></tr><tr><td>5</td><td>6</td><td>7</td><td>8</td><td>9</td><td>10</td><td>11</td></tr><tr><td>12</td><td>13</td><td>14</td><td>15</td><td>16</td><td>17</td><td>18</td></tr><tr><td>19</td><td>20</td><td>21</td><td>22</td><td>23</td><td>24</td><td>25</td></tr><tr><td>26</td><td>27</td><td>28</td><td>29</td><td>30</td><td></td><td></td></tr><tr><td colspan="7">4: 10: 18: 26:</td></tr></table></div>	Su	Mo	Tu	We	Th	Fr	Sa				1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30			4: 10: 18: 26:							<div><div>December</div><table><tr><th>Su</th><th>Mo</th><th>Tu</th><th>We</th><th>Th</th><th>Fr</th><th>Sa</th></tr><tr><td></td><td></td><td></td><td></td><td></td><td>1</td><td>2</td></tr><tr><td>3</td><td>4</td><td>5</td><td>6</td><td>7</td><td>8</td><td>9</td></tr><tr><td>10</td><td>11</td><td>12</td><td>13</td><td>14</td><td>15</td><td>16</td></tr><tr><td>17</td><td>18</td><td>19</td><td>20</td><td>21</td><td>22</td><td>23</td></tr><tr><td>24</td><td>25</td><td>26</td><td>27</td><td>28</td><td>29</td><td>30</td></tr><tr><td>31</td><td></td><td></td><td></td><td></td><td></td><td></td></tr><tr><td colspan="7">3: 10: 18: 26:</td></tr></table></div>	Su	Mo	Tu	We	Th	Fr	Sa						1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31							3: 10: 18: 26:						
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**RESOLUTION**  
**of the**  
**COUNTY BOARD OF THE COUNTY OF WINNEBAGO, ILLINOIS**

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

2017 CR

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**RESOLUTION TO RENEW AGREEMENT FOR CHIROPRACTIC SERVICES**

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

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

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

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

**ON-SITE ADJUSTMENT - \$40.00**

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

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

Respectfully Submitted,  
**OPERATIONS & ADMINISTRATIVE COMMITTEE**

**AGREE**

**DISAGREE**

\_\_\_\_\_  
GARY JURY, CHAIRMAN

\_\_\_\_\_  
GARY JURY, CHAIRMAN

\_\_\_\_\_  
JEAN CROSBY

\_\_\_\_\_  
JEAN CROSBY

\_\_\_\_\_  
ANGIE GORAL

\_\_\_\_\_  
ANGIE GORAL

\_\_\_\_\_  
JOE HOFFMAN

\_\_\_\_\_  
JOE HOFFMAN

\_\_\_\_\_  
KEITH McDONALD

\_\_\_\_\_  
KEITH McDONALD

\_\_\_\_\_  
ELI NICOLosi

\_\_\_\_\_  
ELI NICOLosi

\_\_\_\_\_  
DOROTHY REDD

\_\_\_\_\_  
DOROTHY REDD

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

ATTESTED BY:

\_\_\_\_\_  
**FRANK HANEY**  
CHAIRMAN OF THE COUNTY BOARD  
OF THE COUNTY OF WINNEBAGO, ILLINOIS

\_\_\_\_\_  
**MARGIE M. MULLINS**  
CLERK OF THE COUNTY BOARD  
OF THE COUNTY OF WINNEBAGO, ILLINOIS



# **PUBLIC WORKS COMMITTEE**

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

**17-CR-**

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

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

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

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

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

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

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

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

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

**Respectfully submitted,  
PUBLIC WORKS COMMITTEE**

**AGREE**

**DISAGREE**

\_\_\_\_\_  
Dave Kelley, Chairman

\_\_\_\_\_  
Dave Kelley, Chairman

\_\_\_\_\_  
David Boomer

\_\_\_\_\_  
David Boomer

\_\_\_\_\_  
Burt Gerl

\_\_\_\_\_  
Burt Gerl

\_\_\_\_\_  
Dave Tassoni

\_\_\_\_\_  
Dave Tassoni

\_\_\_\_\_  
Jim Webster

\_\_\_\_\_  
Jim Webster

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

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

ATTEST:

\_\_\_\_\_  
Margie Mullins, Clerk of the  
County Board of the  
County of Winnebago, Illinois



## BLR 13210 (Rev. 11/07/13)

Total Net Change: \$ (11,282.23)

Amount of Original Contract: \$ 244,286.50

Amount of Previous Change Orders: \$ -

Amount of adjusted/final contract: \$ 233,004.28

Total net deduction to date \$ (11,282.23) which is -4.62 % of the contract price.  
(addition, deduction)

State fully the nature and reason for the change: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

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

Prepared by: \_\_\_\_\_

  
PROJECT MANAGER  
Title of Preparer

For County and Road District Projects

\_\_\_\_\_  
Highway Commissioner  
\_\_\_\_\_  
Date  
  
Submitted/Approved  
  
\_\_\_\_\_  
County Engineer/Superintendent of Highways  
\_\_\_\_\_  
Date

For Municipal Projects

\_\_\_\_\_  
Municipal Officer  
\_\_\_\_\_  
Title of Municipal Officer  
\_\_\_\_\_  
Date

Approved

\_\_\_\_\_  
Regional Engineer  
\_\_\_\_\_  
Date

Note: Make out separate form for change in length quantities.  
Give net quantities  
Submit 6 Originals  
If plans are required attached 3 sets.

## WINNEBAGO COUNTY, ILLINOIS

## ENGINEER'S PAY ESTIMATE

SECTION 17-00000-01-GM  
Riverside/Forest Hill Joint Repair

PAYABLE TO:

ESTIMATE #1

July 20, 2017 - July 27, 2017

Rock Road Companies, Inc.  
301 West BR Townline Road, Janesville, WI

#		ITEM	UNIT	AWARDED		CHANGE QUANTITY		COMPLETED		
				QTY	VALUE	ADD	DEDUCT	QTY	UNIT PRICE	VALUE
1	40600535	LEVEL BINDER, HM, N70	TON	5.0	\$1,500.00	1.00		6.00	300.00	\$1,800.00
2	44400100	FIBERGLASS FABRIC REPAIR SYSTEM	SY	86.0	\$5,848.00	47.20		133.20	68.00	\$9,057.60
3	45100200	CRACK FILLING	LB	20,960.0	\$39,824.00			20,960.00	1.90	\$39,824.00
4	78001130	PAINT PVT MK LINE, 6"	FT	5,090.0	\$5,344.50		1,460.50	3,629.50	1.05	\$3,810.98
5	X4405030	LONG PARTIAL DEPTH REMOVAL, 3"	FT	10,180.0	\$71,260.00			8,113.80	7.00	\$56,796.60
6	X4406030	PARTIAL DEPTH REMOVAL, T1, 3"	SY	85.00	\$9,010.00	48.20		133.20	106.00	\$14,119.20
7	X4420900	LONG PARTIAL DEPTH PATCH	TON	390.0	\$97,500.00		76.19	313.81	250.00	\$78,452.50
8	X4421000	PARTIAL DEPTH PATCH	TON	11.0	\$4,400.00	4.90		15.90	400.00	\$6,360.00
9	X7010216	TRAFFIC CONTROL & PROTECTION, SPL	LS	1.0	\$4,800.00			1.00	4,800.00	\$4,800.00
10	X7010237	CHANGEABLE MESSAGE SIGN, SPL	CAL D	120.00	\$4,800.00		32.00	88.00	40.00	\$3,520.00
				TOTAL CONTRACT				TOTAL COMPLETED		\$218,540.88

MISCELLANEOUS EXTRAS AND CREDITS	QTY	UNIT	PRICE	COMPLETED QTY	VALUES

TOTAL \$0.00

TOTAL VALUE OF COMPLETED WORK	\$218,540.88
DEDUCT RETAINAGE (0% as work is completed)	\$0.00
BALANCE DUE	\$218,540.88

PREVIOUSLY PAID TO CONTRACTOR \$0.00

NET AMOUNT DUE THIS INVOICE \$218,540.88

August 24, 2017

DATE SIGNED

RESIDENT ENGINEER

DATE APPROVED

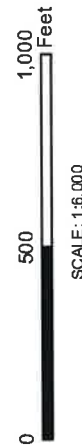
ASSISTANT COUNTY ENGINEER



\* RIVERSIDE & FOREST HILLS PATCHING



WIN GIS  
Winnebago County Geographic Information System





Public Works Committee: September 5, 2017

County Board: September 7, 2017

Resolution Number: 17-045

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

Sponsored by: Dave Kelley

Submitted by: Public Works Committee

2017 CR

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**RESOLUTION AWARDING BIDS FOR WHEEL END LOADER**

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

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

**WHEREAS**, competitive bids for a wheel end loader were solicited through the Winnebago County's Purchasing Department and one bid was received at a total lump sum price of \$222,000 as detailed on the fourth page of this Resolution; and

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

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

**MILLER-BRADFORD & RISBERG, INC.**  
**3737 11<sup>TH</sup> STREET**  
**ROCKFORD, IL 61109**

**FOR A TOTAL LUMP SUM PRICE OF \$222,000.00, as detailed on the fourth page of this Resolution, which includes all terms and conditions of the purchase of said wheel end loader.**



**WHEREAS,** the Public Works Committee has determined that the funding for the aforementioned purchase shall be as follows:


**46100 - 46430**

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

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

AGREE

DISAGREE

  
DAVE KELLEY, CHAIRMAN

DAVE KELLEY, CHAIRMAN

  
DAVID BOOMER

DAVID BOOMER

  
BURT GERL

BURT GERL

DAVE TASSONI  
  
JIM WEBSTER

DAVE TASSONI


JIM WEBSTER

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

  
**FRANK HANEY**

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

**ATTESTED BY:**

  
**MARGIE M. MULLINS**  
CLERK OF THE COUNTY BOARD  
OF THE COUNTY OF WINNEBAGO, ILLINOIS

**BID TAB  
WHEEL END LOADER  
AUGUST 28, 2017 – 17B-2117**

<b>Vendor</b>	<b>Miller-Bradford &amp; Risberg, Inc. 3737 11<sup>th</sup> Street Rockford, IL 61109</b>
<b>Lump Sum Price</b>	<b>\$222,000.00</b>
<b>Annual Lease Payment</b>	<b>\$25,602.53</b>
<b>Balloon Payment at End of Lease</b>	<b>\$98,500.00</b>
<b>Trade-In</b>	<b>\$157,000.00</b>
<b>Delivery</b>	<b>November 30, 2017</b>



## Winnebago County, Illinois - Purchasing Department

404 Elm Street Room 202

Rockford, Illinois 61101

Phone: (815) 319-4380

General Email: [Purchasing@WinColl.us](mailto:Purchasing@WinColl.us)

<http://www.WinColl.us/>

INVITATION FOR BID	17B- 2117	BID ISSUE DATE	August 14, 2017
BID DESCRIPTION	WHEEL END LOADER		
BID OPENING DATE	AUGUST 28 , 2017	BID OPENING TIME	11:00 A.M.
SUBMIT ONE ORIGINAL PLUS ONE COPY		BOND REQUIRED	NONE

### TO ALL PROSPECTIVE BIDDERS:

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

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

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

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

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

Sincerely,

Ann Johns  
Director of Purchasing

NAME OF BIDDER	MILLER-BRADFORD & RISBERG, INC.
BID CONTACT PERSON	TODD KUNDINGER
TELEPHONE & EMAIL	(815) 509-2404 TKUNDINGER@MILLER-BRADFORD.COM

**WINNEBAGO COUNTY, ILLINOIS**

**BID FORM**

**BID # 17B- 2117**

(PLEASE TYPE OR PRINT THE FOLLOWING INFORMATION)

NAME OF BIDDER	MILLER-BRADFORD & RISBERG, INC.		
BUSINESS ADDRESS	3737 11TH STREET		
CITY, STATE, ZIP CODE	ROCKFORD, IL 61109		
TELEPHONE	(815) 397-6200	FEIN NO.	39-1127878
BID CONTACT PERSON	TODD KUNDINGER		
EMAIL	TKUNDINGER@MILLER-BRADFORD.COM		

**COMPANY INFORMATION**

WOMAN BUSINESS ENTERPRISE (WBE)	YES	NO	<input checked="" type="checkbox"/>
SMALL BUSINESS ENTERPRISE (SBE)	YES	NO	<input checked="" type="checkbox"/>
MINORITY BUSINESS ENTERPRISE (MBE)	YES	NO	<input checked="" type="checkbox"/>

**IF YES, CHECK THE FOLLOWING BOXES THAT APPLY:**

BLACK/AFRICAN AMERICAN	<input type="checkbox"/>	HISPANIC	<input type="checkbox"/>
NATIVE AMERICAN OR ALASKA NATIVE	<input type="checkbox"/>	ASIAN AMERICAN	<input type="checkbox"/>

**TO:** Winnebago County Purchasing Department

*Bill Arnold*

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

*William Arnold*

<input type="checkbox"/> THE OWNER/SOLE PROPRIETOR	<input type="checkbox"/> A MEMBER OF THE PARTNERSHIP	<input checked="" type="checkbox"/> AN OFFICER OF THE CORPORATION	<input type="checkbox"/> MEMBER OF THE JOINT VENTURE
--	--	---	--

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

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

Further, the undersigned certifies and warrants that he/she is duly authorized to execute this certification/affidavit on behalf of the Bidder and in accordance with the Partnership Agreement or By-laws of the Corporation, and the laws of the State of Illinois and that this Certification is binding upon the Bidder and

WINNEBAGO COUNTY, ILLINOIS

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

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

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

WHEEL END LOADER BID

Make and Model: CASE 821G

Lump Sum Price: \$ 222,000.00

Lease Annual Payment, including fees

(\$27,000 or less for 5 year Lease): \$ 25,602.53

Balloon Payment at end of Lease: \$ 98,500.00

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

Delivery Date or Days: NOVEMBER 30TH OR SOONER

Warranty Details: 3 YEARS / 3,000 HOUR FULL MACHINE

Extended Warranty Pricing, if applicable: N/A

Trade In Price for 2015 Case 821F

Loader (SN NEF232094): \$ 157,000.00

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

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

END OF BID FORM



**PRELIMINARY**

**821G**

**Z-BAR/XR WHEEL LOADER**

**TIER 4 FINAL CERTIFIED**

## ENGINE

Make	FPT
Model	F4HFE613
Emissions Certification	Tier 4 Final
Type	4-stroke, turbocharged and air-to-air cooled
Cylinders	6-cylinder in-line
Bore/Stroke	4.09 x 5.20 in (104 x 132 mm)
Displacement	411 in <sup>3</sup> (6.7 L)
Fuel	#2 Diesel, #1 and #2 mixture permitted for cold temperatures
Fuel injection	Direct injection – electronic
Fuel filter	Replaceable, spin-on cartridge
Fuel pump	Bosch GP 3.3
Gradeability:	
Side-to-side	35°
Fore and aft	35°
Air filter	Dry type elements w/ warning restriction indicator
Mid-mount cooling module:	Mid-mount air/water
Fan – hydraulic driven:	
Style	8 blade puller
Diameter	32 in (813 mm)
Water pump	Integral
Engine oil pump operating angle ratings:	
Side-to-side	35°
Fore and aft	35°
Oil filtration	Replaceable, full flow spin-on cartridge
Engine speeds	RPM
Rated – full load	2000
Horsepower:	
Maximum Power Mode:	
Peak gross @ 1800 RPM	230 hp (172 kW)
Net rated @ 2000 RPM	206 hp (153 kW)
Peak net @ 1800 RPM	211 hp (158 kW)
Standard Power Mode:	
Peak gross @ 1700 RPM	208 hp (155 kW)
Net rated @ 2000 RPM	178 hp (133 kW)
Peak net @ 1700 RPM	193 hp (144 kW)
Economy Power Mode:	
Peak gross @ 1400 RPM	169 hp (126 kW)
Net rated @ 2000 RPM	123 hp (92 kW)
Peak net @ 1400 RPM	161 hp (120 kW)

Torque – peak:

Maximum Power Mode:	
Gross @ 1300 RPM	873 lb-ft (1 184 N·m)
Net @ 1300 RPM	845 lb-ft (1 145 N·m)
Standard Power Mode:	
Gross @ 1300 RPM	745 lb-ft (1 010 N·m)
Net @ 1300 RPM	716 lb-ft (971 N·m)
Economy Power Mode:	
Gross @ 1300 RPM	664 lb-ft (900 N·m)
Net @ 1300 RPM	635 lb-ft (861 N·m)

Torque rise:

Maximum power range	47%
---------------------	-----

NOTE: Gross horsepower and torque per SAE J1995  
Net horsepower and torque per SAE J1349.

## DRIVETRAIN

Transmission:

4F/3R Proportional w/ Electronic Control  
Module torque sensing autoshift/manual shift and modulation

Gears	Helical cut
Gear ratios – 4 Speed	Forward/Reverse
1st	3.754/3.551
2nd	2.184/2.071
3rd	1.072/1.017
4th	0.836/ —
Gear ratios – 5 Speed	Forward/Reverse
1st	3.921/3.718
2nd	2.255/2.138
3rd	1.466/0.894
4th	0.942/ —
5th	0.613/ —

Torque converter:

Stall ratio – 4-speed	2.28:1
Stall ratio – 5-speed	2.42:1

Differential:

Limited slip differential, front – up to 72.5% of available axle torque to wheel w/ traction  
Limited slip differential, rear – up to 72.5% of available axle torque to wheel w/ traction

Rear axle oscillation	24° total
Front and rear axles:	
Differential ratio	4.11
Planetary ratio	6.00
Final axle ratio	24.67

Heavy-duty axles – optional:

Front axle equipped w/ locking differential  
Rear axle equipped w/ open differential

Planetaries	Outboard
-------------	----------

Service brakes:

Hydraulically actuated, maintenance-free, multiple wet disc w/ accumulator to all four wheels

Brake surface area:

Rear hub	600 in <sup>2</sup> (0.387 m <sup>2</sup> )
Front and opt. rear hub	721 in <sup>2</sup> (0.465 m <sup>2</sup> )

Parking brakes:

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

Travel speeds – 4-speed transmission:

	Forward	Reverse
	mph (kph)	mph (kph)
1st	4.4 (7.1)	4.7 (7.5)
2nd	7.4 (12.0)	7.8 (12.6)
3rd	14.5 (23.3)	15.2 (24.4)
4th	22.8 (36.8)	—

Travel speeds – 5-speed transmission:

	Forward	Reverse
	mph (kph)	mph (kph)
1st	4.1 (6.6)	4.4 (7.0)
2nd	7.1 (11.4)	7.5 (12.0)
3rd	10.6 (17.1)	17.2 (27.7)
4th	16.4 (26.4)	—
5th	24.9 (40.0)	—

NOTE: Travel speeds at full engine throttle w/ 23.5-R25 L3 Radial tires.

## ELECTRICAL

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

## OPERATOR ENVIRONMENT

ROPS cab AC w/ heat; Key start; Articulated power steering w/ tilt column; Fully adjustable, suspension seat; Foot throttle; Single lever loader control w/ fully adjustable wrist rest, 2 cup holders, 2 interior rear view mirrors; 2 in (51 mm) retractable seat belt; Multiple storage trays; Single brake pedal; F/N/R shuttle switch; External rearview mirrors; Pressurized air filtering; Anti-glare window strip; Front and Rear Defroster; Side window, partial/fully open; 2 Dome lights; Wipers, rear and intermittent front; Windshield washers, front and rear; Rubber floor mat; Horn.

Displays/Gauges:

Digital:

Transmission oil temperature; Engine coolant temperature; Fuel level; DEF level.

LCD screen:

Hour meter; Engine speed; Travel speed; Time; Automatic transmission indication; Current gear selection, FNR indication; DeClutch indication; Engine mode indication; Trip computer A/B; Fuel consumption; Multiple languages, Metric/English; Engine diagnostics; Transmission diagnostics; Warning prompts; Error reporting; Diff. Lock\*

Audible/Visual alarms:

Warning lights:

Four-way flashers and turn signals; Brake pressure; Lamp/high beam indication; Grid heater\*.

Caution warnings

Parking brake; Coolant temperature; Hydraulic oil temperature; Transmission oil temperature; Air filter; Transmission filter; Hydraulic filter; Alternator; Low fuel.

**Critical warnings:**

Engine oil pressure; Brake pressure;  
Steering pressure – w/ aux steering\*;  
Coolant temperature; Hydraulic oil

—temperature; Transmission oil temperature;

Backup alarm

**Maintenance reminders:**

Cab air filter; Engine oil filter; Fuel pre-filter;  
DEF tank vent filter; SCR supply filter;  
Hydraulic oil and filter; Engine air filter;  
Engine coolant drive belt; Cab recirculation  
filter; Engine breather filter; Transmission  
breather; Front and rear axle fluid; SCR  
supply module filter.

NOTE: \*If equipped w/ option.

**OPERATING WEIGHT**

**Z-Bar**

Unit equipped w/ 23.5-R25 L3 Radial tires;  
ROPS cab w/ heater and A/C; Heavy-duty  
counterweight – 4,940 lb (2 241 kg); Heavy-duty  
batteries; Front and rear fenders; Lights; Full  
fuel; 165 lb (75 kg) operator; 4.25 yd<sup>3</sup> (3.2 m<sup>3</sup>)  
MD pin on w/ bolt on edge:

40,057 lb (18 170 kg)

**XR**

Unit equipped w/ 23.5-R25 L3 Radial tires;  
ROPS cab w/ heater and A/C; Heavy-duty  
counterweight – 4,940 lb (2 240 kg); Heavy-duty  
batteries; Front and rear fenders; Lights; Full  
fuel; 165 lb (75 kg) operator; 4.25 yd<sup>3</sup> (3.2 m<sup>3</sup>)  
MD pin on w/ bolt on edge:

40,648 lb (18 438 kg)

**HYDRAULICS**

Pump – steering/implement:

Closed center pressure/flow compensated

Variable displacement – load-sensing:

31.7 gpm @ 2000 RPM  
(120 L/min @ 2000 RPM)

Loader control valve:

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

Loader auxiliary steering:

Hydraulic orbital center-pivot articulating  
w/ on-demand oil flow

High pressure standby:

Implement 3,625 psi (25 000 kPa)  
Steering 3,500 psi (24 132 kPa)

Filtration:

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

**SERVICE CAPACITIES**

Fuel tank 76.1 gal (288.0 L)

DEF tank – Diesel Exhaust Fluid:

Usable 9.8 gal (37.1 L)  
Total 15.6 gal (58.9 L)

Hydraulic system:

Reservoir 24.0 gal (90.8 L)  
Total 47.0 gal (178.0 L)

Transmission:

Service w/ filter 9.0 gal (34.1 L)

Front and rear axle:

Front axle 42.3 qt (40.0 L)  
Rear axle 42.3 qt (40.0 L)

Engine oil w/ filter 16.0 qt (15.1 L)

Cooling system 7.9 gal (30.0 L)

**OTHER SPECIFICATIONS**

Lift cylinder:

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

Dump cylinder:

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

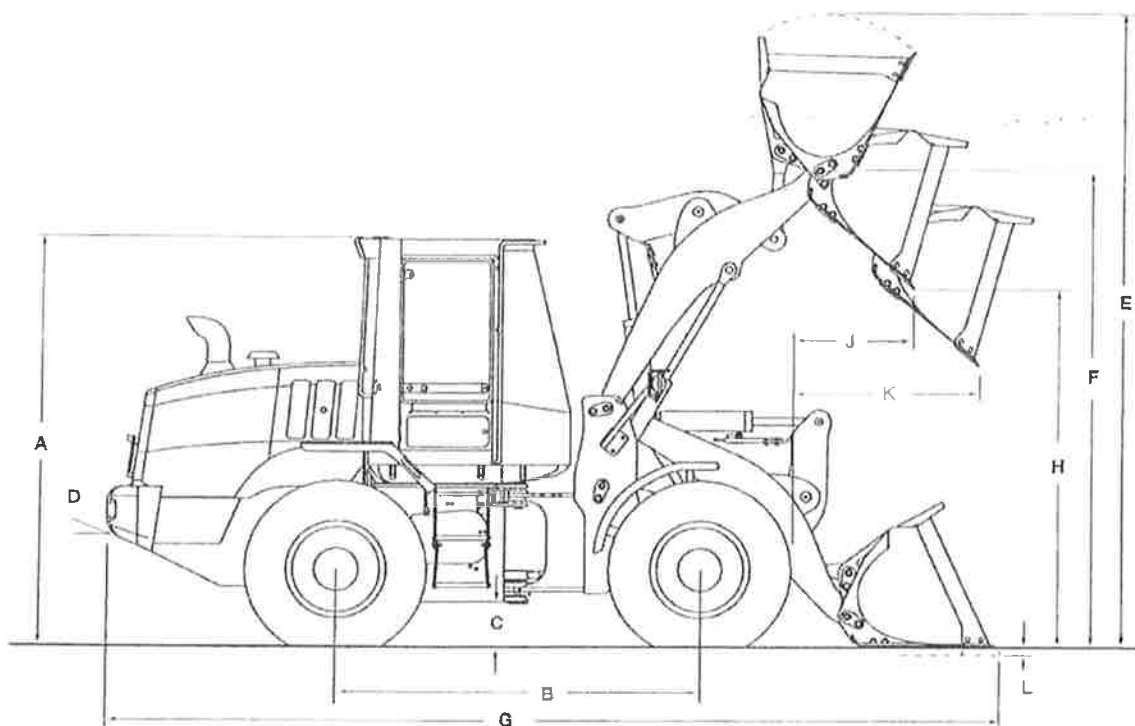
Loader:

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

Cycle time:

Raise w/ rated bucket load 6.2 sec  
Dump w/ rated bucket load 1.2 sec  
Power down 2.9 sec  
Float down 2.5 sec





Line drawings are for illustrative purpose only and may not be exact representation of unit

#### DIMENSIONS

A. Height to top of ROPS cab	136.2 in (3 460 mm)
Height to drawbar	42.6 in (1 081 mm)
B. Wheelbase	131.5 in (3 340 mm)
C. Ground clearance	17.0 in (431 mm)
D. Angle of departure	29°
Width:	
Overall* without bucket	111.4 in (2 829 mm)
Centerline tread	87.8 in (2 230 mm)
Turning radius* - outside	236.3 in (6 003 mm)
Turning angle:	
From center	40°
Total angle	80°
Rear axle oscillation - total	24°

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

#### WEIGHT ADJUSTMENTS

Select Options	Weight Adjustment	Tipping Load Adjustment Straight	Tipping Load Adjustment 40° Turn
L2 Bias tires	-748 lb (-339 kg)	-610 lb (-376 kg)	-971 lb (-440 kg)
L2 Radial tires	-28 lb (-12 kg)	-104 lb (-47 kg)	+133 lb (-60 kg)
23.5-R25 Snow Radial Tires	+52 lb (+24 kg)	+162 lb (+74 kg)	+166 lb (+75 kg)
Base counterweight	+1,654 lb (-750 kg)	-3,514 lb (-1 594 kg)	-2,770 lb (-1 257 kg)

NOTE: Unit equipped with Z-Bar loader arms, 4.25 yd<sup>3</sup> (3.2 m<sup>3</sup>) general purpose pin on bucket with bolt-on edge, 23.5-R25 L3 Radial tires, ROPS cab with heater and air conditioner, full counterweight, heavy-duty batteries, front and rear fenders, full fuel and 165 lb (75 kg) operator. Adjust select options from rated weight

# **PERFORMANCE SPECS**

<b>821G Z-Bar*</b>		<b>3.5 yd<sup>3</sup> GP (2.7 m<sup>3</sup>)</b>	<b>3.2 yd<sup>3</sup> GP (2.4 m<sup>3</sup>)</b>	<b>4.25 yd<sup>3</sup> GP (3.2 m<sup>3</sup>)</b>
		<b>Bucket with Bolt-on Edge</b>	<b>Bucket with Teeth Only</b>	<b>Bucket with Bolt-on Edge</b>
Operating weight		39,723 lb (18 018 kg)	39,594 lb (17 955 kg)	40,057 lb (18 170 kg)
E. Operating height – fully raised with spillguard		209.5 in (5 322 mm)	209.5 in (5 322 mm)	215.4 in (5 471 mm)
F. Hinge pin height – fully raised		162.2 in (4 120 mm)	162.2 in (4 120 mm)	162.2 in (4 120 mm)
G. Overall length – bucket level on ground		308.4 in (7 834 mm)	314.3 in (7 983 mm)	315.1 in (8 004 mm)
Dump angle – fully raised		55°	55°	55°
H. Dump height – fully raised, 45° dump		121.8 in (3 094 mm)	118.0 in (2 998 mm)	117.3 in (2 981 mm)
J. Bucket reach – fully raised, 45° dump		38.9 in (989 mm)	43.4 in (1 101 mm)	43.4 in (1 102 mm)
K. Bucket reach – 7 ft 0 in (2.13 m) height, 45° dump		64.3 in (1 633 mm)	67.1 in (1 704 mm)	66.9 in (1 696 mm)
L. Dig depth – edge below ground		2.5 in (63 mm)	2.5 in (64 mm)	3.1 in (78 mm)
Operating load – ISO Rigid Tires		14,653 lb (6 646 kg)	14,885 lb (6 752 kg)	14,251 lb (6 464 kg)
Operating load – ISO Deflected Tires		12 653 lb (5 739 kg)	12,857 lb (5 832 kg)	12,257 lb (5 560 kg)
Maximum material density – ISO Rigid Tires		4,187 lb/yd <sup>3</sup> (2 484 kg/m <sup>3</sup> )	4,852 lb/yd <sup>3</sup> (2 760 kg/m <sup>3</sup> )	3,353 lb/yd <sup>3</sup> (1 990 kg/m <sup>3</sup> )
Maximum material density – ISO Deflected Tires		3,615 lb/yd <sup>3</sup> (2 145 kg/m <sup>3</sup> )	4,018 lb/yd <sup>3</sup> (2 384 kg/m <sup>3</sup> )	2,884 lb/yd <sup>3</sup> (1 711 kg/m <sup>3</sup> )
Tipping load – ISO Rigid Tires:				
	Straight	33,563 lb (15 233 kg)	34,089 lb (15 463 kg)	32,719 lb (14 841 kg)
	40° turn	29,306 lb (13 293 kg)	29,771 lb (13 504 kg)	28,503 lb (12 929 kg)
Tipping load – ISO Deflected Tires:				
	Straight	31,229 lb (14 185 kg)	31,698 lb (14 378 kg)	30,374 lb (13 777 kg)
	40° turn	25,305 lb (11 478 kg)	25,715 lb (11 664 kg)	24,515 lb (11 120 kg)
Lift capacity:				
	Full height	22,334 lb (10 131 kg)	22,490 lb (10 201 kg)	21,930 lb (9 970 kg)
	Ground	41,169 lb (18 674 kg)	41,508 lb (18 823 kg)	40,434 lb (18 341 kg)
Breakout force with lift cylinder*		40,603 lb (18 420 kg)	44,051 lb (19 981 kg)	35,288 lb (16 007 kg)
Loader clearance circle with bucket		520.2 in (13 214 mm)	523.3 in (13 291 mm)	523.9 in (13 308 mm)

<b>821G XR</b>		<b>3.5 yd<sup>3</sup> GP (2.7 m<sup>3</sup>)</b>	<b>3.2 yd<sup>3</sup> GP (2.4 m<sup>3</sup>)</b>	<b>4.25 yd<sup>3</sup> GP (3.2 m<sup>3</sup>)</b>
		<b>Bucket with Bolt-on Edge</b>	<b>Bucket with Teeth Only</b>	<b>Bucket with Bolt-on Edge</b>
Operating weight		40,314 lb (18 286 kg)	40,175 lb (18 223 kg)	40,648 lb (18 438 kg)
E. Operating height – fully raised with spillguard		226.9 in (5 763 mm)	226.9 in (5 763 mm)	232.8 in (5 912 mm)
F. Hinge pin height – fully raised		179.6 in (4 561 mm)	179.6 in (4 561 mm)	179.6 in (4 561 mm)
G. Overall length – bucket level on ground		327.6 in (8 322 mm)	333.5 in (8 470 mm)	334.3 in (8 490 mm)
Dump angle – fully raised		49°	49°	49°
H. Dump height – fully raised, 45° dump		139.2 in (3 535 mm)	135.4 in (3 440 mm)	134.7 in (3 422 mm)
J. Bucket reach – fully raised, 45° dump		43.4 in (1 102 mm)	47.8 in (1 214 mm)	47.8 in (1 215 mm)
K. Bucket reach – 7 ft 0 in (2.13 m) height, 45° dump		81.2 in (2 062 mm)	84.2 in (2 139 mm)	84.0 in (2 132 mm)
L. Dig depth – edge below ground		5.1 in (130 mm)	5.2 in (131 mm)	5.7 in (145 mm)
Operating load – ISO Rigid Tires		11,622 lb (5 272 kg)	11,805 lb (5 355 kg)	11,296 lb (5 119 kg)
Operating load – ISO Deflected Tires		10,193 lb (4 623 kg)	10,358 lb (4 698 kg)	9,861 lb (4 473 kg)
Maximum material density – ISO Rigid Tires		3,321 lb/yd <sup>3</sup> (1 970 kg/m <sup>3</sup> )	3,689 lb/yd <sup>3</sup> (2 189 kg/m <sup>3</sup> )	2,655 lb/yd <sup>3</sup> (1 576 kg/m <sup>3</sup> )
Maximum material density – ISO Deflected Tires		2,912 lb/yd <sup>3</sup> (1 728 kg/m <sup>3</sup> )	3,237 lb/yd <sup>3</sup> (1 921 kg/m <sup>3</sup> )	2,320 lb/yd <sup>3</sup> (1 377 kg/m <sup>3</sup> )
Tipping load – ISO Rigid Tires:				
	Straight	26,828 lb (12 169 kg)	27,223 lb (12 348 kg)	26,109 lb (11 843 kg)
	40° turn	23,244 lb (10 543 kg)	23,610 lb (10 709 kg)	22,571 lb (10 238 kg)
Tipping load – ISO Deflected Tires:				
	Straight	25,220 lb (11 440 kg)	25,533 lb (11 609 kg)	24,508 lb (11 117 kg)
	40° turn	20,386 lb (9 247 kg)	20,716 lb (9 397 kg)	19,723 lb (8 946 kg)
Lift capacity:				
	Full height	20,496 lb (9 297 kg)	20,653 lb (9 367 kg)	20,146 lb (9 138 kg)
	Ground	31,551 lb (14 311 kg)	31,877 lb (14 453 kg)	30,790 lb (13 956 kg)
Breakout force with tilt cylinder		41,299 lb (18 733 kg)	44,797 lb (20 319 kg)	35,879 lb (16 275 kg)
Loader clearance circle with bucket		538.6 in (13 680 mm)	542.3 in (13 775 mm)	543.1 in (13 795 mm)

<b>821G</b>		<b>Z-Bar/XR</b>	<b>Z-Bar/XR</b>	<b>Z-Bar/XR</b>
Maximum rollback:				
	Ground	41°/37°	41°/37°	41°/37°
	Carry position	46°/44°	46°/44°	46°/44°
	@ Full height	59°/60°	59°/60°	59°/60°
Maximum grading angle with bucket – back dragging		59°/62°	60°/63°	60°/63°
SAE bucket capacity – struck		2.90 yd <sup>3</sup> (2.22 m <sup>3</sup> )	2.75 yd <sup>3</sup> (2.18 m <sup>3</sup> )	3.63 yd <sup>3</sup> (2.78 m <sup>3</sup> )
Heaped		3.50 yd <sup>3</sup> (2.68 m <sup>3</sup> )	3.20 yd <sup>3</sup> (2.45 m <sup>3</sup> )	4.25 yd <sup>3</sup> (3.25 m <sup>3</sup> )
Bucket width – outside		119.3 in (3 030 mm)	119.3 in (3 027 mm)	119.3 in (3 030 mm)
Bucket weight		3,064 lb (1 390 kg)	2,925 lb (1 327 kg)	3,398 lb (1 541 kg)

# **PERFORMANCE SPECS**

<b>821G Z-Bar*</b>		<b>4.0 yd<sup>3</sup> GP (3.1 m<sup>3</sup>) Bucket with Teeth Only</b>	<b>4.5 yd<sup>3</sup> GP (3.4 m<sup>3</sup>) Bucket with Bolt-on Edge</b>	<b>3.5 yd<sup>3</sup> (2.7 m<sup>3</sup>) Bucket with CNH Coupler with Bolt-on Edge</b>
Operating weight		39,916 lb (18 106 kg)	40,123 lb (18 200 kg)	41,110 lb (18 647 kg)
E. Operating height – fully raised with spillguard		215.4 in (5 471 mm)	216.7 in (5 505 mm)	218.2 in (5 491 mm)
F. Hinge pin height – fully raised		162.2 in (4 120 mm)	162.2 in (4 120 mm)	162.1 in (4 118 mm)
G. Overall length – bucket level on ground		321.0 in (8 153 mm)	316.5 in (8 039 mm)	319.2 in (8 108 mm)
Dump angle – fully raised		55°	55°	55°
H. Dump height – fully raised, 45° dump		113.6 in (2 885 mm)	116.5 in (2 958 mm)	114.7 in (2 914 mm)
J. Bucket reach – fully raised, 45° dump		47.8 in (1 215 mm)	44.4 in (1 128 mm)	46.5 in (1 181 mm)
K. Bucket reach – 7 ft 0 in (2.13 m) height, 45° dump		69.4 in (1 762 mm)	67.4 in (1 712 mm)	68.6 in (1 743 mm)
L. Dig depth – edge below ground		3.1 in (78 mm)	3.1 in (78 mm)	3.1 in (79 mm)
Operating load – ISO Rigid Tires		14,477 lb (6 567 kg)	14,186 lb (6 435 kg)	12,945 lb (5 872 kg)
Operating load – ISO Deflected Tires		12,457 lb (5 650 kg)	12,189 lb (5 529 kg)	11,097 lb (5 034 kg)
Maximum material density – ISO Rigid Tires		3,619 lb/yd <sup>3</sup> (2 148 kg/m <sup>3</sup> )	3,153 lb/yd <sup>3</sup> (1 871 kg/m <sup>3</sup> )	3 596 lb/yd <sup>3</sup> (2 134 kg/m <sup>3</sup> )
Maximum material density – ISO Deflected Tires		3,114 lb/yd <sup>3</sup> (1 848 kg/m <sup>3</sup> )	2,709 lb/yd <sup>3</sup> (1 607 kg/m <sup>3</sup> )	3,083 lb/yd <sup>3</sup> (1 829 kg/m <sup>3</sup> )
Tipping load – ISO Rigid Tires:	Straight	33,209 lb (15 063 kg)	32,581 lb (14 778 kg)	29,559 lb (13 544 kg)
	40° turn	28,954 lb (13 133 kg)	28,373 lb (12 870 kg)	25,891 lb (11 744 kg)
Tipping load – ISO Deflected Tires:	Straight	30,829 lb (13 984 kg)	30,231 lb (13 713 kg)	27,708 lb (12 568 kg)
	40° turn	24,913 lb (11 300 kg)	24,377 lb (11 057 kg)	22,194 lb (10 067 kg)
Lift capacity:	Full height	22,138 lb (10 042 kg)	21,913 lb (9 939 kg)	20,846 lb (9 456 kg)
	Ground	40,760 lb (18 488 kg)	40,294 lb (18 277 kg)	31,046 lb (14 082 kg)
Breakout force with tilt cylinder		37,922 lb (17 201 kg)	34,301 lb (15 559 kg)	32,313 lb (14 657 kg)
Loader clearance circle with bucket:		527.1 in (13 388 mm)	524.7 in (13 327 mm)	526.2 in (13 365 mm)

<b>821G XR</b>		<b>4.0 yd<sup>3</sup> GP (3.1 m<sup>3</sup>) Bucket with Teeth Only</b>	<b>4.5 yd<sup>3</sup> GP (3.4 m<sup>3</sup>) Bucket with Bolt-on Edge</b>	<b>3.5 yd<sup>3</sup> GP Pin-On (2.7 m<sup>3</sup>) Bucket with CNH Coupler with Bolt-on Edge</b>
Operating weight		40,507 lb (18 373 kg)	40,714 lb (18 467 kg)	41,701 lb (18 915 kg)
E. Operating height – fully raised with spillguard		232.8 in (5 912 mm)	234.1 in (5 946 mm)	233.6 in (5 933 mm)
F. Hinge pin height – fully raised		179.6 in (4 561 mm)	179.6 in (4 561 mm)	179.5 in (4 560 mm)
G. Overall length – bucket level on ground		340.1 in (8 638 mm)	335.6 in (8 525 mm)	338.3 in (8 593 mm)
Dump angle – fully raised		49°	49°	49°
H. Dump height – fully raised, 45° dump		130.9 in (3 326 mm)	133.8 in (3 399 mm)	132.1 in (3 355 mm)
J. Bucket reach – fully raised, 45° dump		52.3 in (1 327 mm)	48.9 in (1 241 mm)	50.9 in (1 293 mm)
K. Bucket reach – 7 ft 0 in (2.13 m) height, 45° dump		86.8 in (2 205 mm)	84.8 in (2 150 mm)	86.0 in (2 184 mm)
L. Dig depth – edge below ground		5.7 in (145 mm)	5.7 in (145 mm)	5.7 in (146 mm)
Operating load – ISO Rigid Tires		11,464 lb (5 200 kg)	11,229 lb (5 093 kg)	10,237 lb (4 644 kg)
Operating load – ISO Deflected Tires		10,024 lb (4 547 kg)	9,803 lb (4 446 kg)	8,903 lb (4 038 kg)
Maximum material density – ISO Rigid Tires		2,866 lb/yd <sup>3</sup> (1 701 kg/m <sup>3</sup> )	2,495 lb/yd <sup>3</sup> (1 481 kg/m <sup>3</sup> )	2,844 lb/yd <sup>3</sup> (1 687 kg/m <sup>3</sup> )
Maximum material density – ISO Deflected Tires		2,506 lb/yd <sup>3</sup> (1 487 kg/m <sup>3</sup> )	2,178 lb/yd <sup>3</sup> (1 293 kg/m <sup>3</sup> )	2,473 lb/yd <sup>3</sup> (1 467 kg/m <sup>3</sup> )
Tipping load – ISO Rigid Tires:	Straight	26,495 lb (12 018 kg)	25,979 lb (11 788 kg)	23,834 lb (10 811 kg)
	40° turn	22,929 lb (10 400 kg)	22,457 lb (10 186 kg)	20,475 lb (9 287 kg)
Tipping load – ISO Deflected Tires:	Straight	24,874 lb (11 283 kg)	24,365 lb (11 061 kg)	22,346 lb (10 136 kg)
	40° turn	20,049 lb (9 094 kg)	19,605 lb (8 893 kg)	17,807 lb (8 077 kg)
Lift capacity:	Full height	20,302 lb (9 209 kg)	20,079 lb (9 108 kg)	19,023 lb (8 629 kg)
	Ground	31,106 lb (14 110 kg)	30,646 lb (13 901 kg)	28,764 lb (13 047 kg)
Breakout force with tilt cylinder		38,553 lb (17 488 kg)	34,876 lb (15 820 kg)	32,861 lb (14 905 kg)
Loader clearance circle with bucket:		546.9 in (13 891 mm)	544.0 in (13 817 mm)	545.8 in (13 863 mm)

<b>821G</b>		<b>Z-Bar/XR</b>	<b>Z-Bar/XR</b>	<b>Z-Bar/XR</b>
Maximum rollback:	Ground	42°/37°	41°/37°	42°/37°
	Carry position	46°/44°	46°/44°	47°/44°
	@ Full height	59°/60°	59°/60°	59°/60°
Maximum grading angle with bucket – back dragging		61°/64°	60°/63°	61°/63°
SAE bucket capacity – struck		3.44 yd <sup>3</sup> (2.63 m <sup>3</sup> )	3.78 yd <sup>3</sup> (2.89 m <sup>3</sup> )	2.90 yd <sup>3</sup> (2.22 m <sup>3</sup> )
	Heaped	4.00 yd <sup>3</sup> (3.06 m <sup>3</sup> )	4.50 yd <sup>3</sup> (3.44 m <sup>3</sup> )	3.60 yd <sup>3</sup> (2.75 m <sup>3</sup> )
Bucket width – outside		119.2 in (3 027 mm)	119.3 in (3 030 mm)	119.3 in (3 030 mm)
Bucket weight		3,256 lb (1 477 kg)	3,434 lb (1 571 kg)	4,450 lb (2 019 kg)

# **PERFORMANCE SPECS**

<b>821G Z-Bar*</b>		<b>3.2 yd³ (2.4 m³) Bucket with CNH Coupler with Teeth Only</b>	<b>3.5 yd³ (2.7 m³) Bucket with ACS Coupler with Bolt-on Edge</b>	<b>3.2 yd³ (2.4 m³) Bucket ACS Coupler with Teeth Only</b>
Operating weight		40,959 lb (18 583 kg)	41,223 lb (18 699 kg)	41,082 lb (18 634 kg)
E. Operating height – fully raised with spillguard		216.2 in (5 491 mm)	214.0 in (5 436 mm)	214.0 in (5 436 mm)
F. Hinge pin height – fully raised		162.2 in (4 119 mm)	162.1 in (4 118 mm)	162.1 in (4 118 mm)
G. Overall length – bucket level on ground		325.0 in (8 256 mm)	316.5 in (8 040 mm)	322.4 in (8 188 mm)
Dump angle – fully raised		55°	55°	55°
H. Dump height – fully raised, 45° dump		110.9 in (2 818 mm)	116.4 in (2 956 mm)	112.6 in (2 860 mm)
J. Bucket reach – fully raised, 45° dump		50.9 in (1 293 mm)	44.2 in (1 124 mm)	48.7 in (1 238 mm)
K. Bucket reach – 7 ft 0 in (2 13 m) height, 45° dump		71.1 in (1 806 mm)	67.2 in (1 706 mm)	69.7 in (1 771 mm)
L. Dig depth – edge below ground		3.1 in (80 mm)	3.3 in (83 mm)	3.3 in (84 mm)
Operating load – ISO Rigid Tires		13,152 lb (5 966 kg)	13,126 lb (5 955 kg)	13,339 lb (6 051 kg)
Operating load – ISO Deflected Tires		11,280 lb (5 117 kg)	11,253 lb (5 104 kg)	11,440 lb (5 189 kg)
Maximum material density – ISO Rigid Tires		4,110 lb/yd³ (2 439 kg/m³)	3,751 lb/yd³ (2 226 kg/m³)	4,169 lb/yd³ (2 473 kg/m³)
Maximum material density – ISO Deflected Tires		3,525 lb/yd³ (2 092 kg/m³)	3,215 lb/yd³ (1 908 kg/m³)	3,575 lb/yd³ (2 121 kg/m³)
Tipping load – ISO Rigid Tires:	Straight	30,309 lb (13 748 kg)	30,293 lb (13 741 kg)	30,752 lb (13 949 kg)
	40° turn	26,304 lb (11 931 kg)	26,256 lb (11 910 kg)	26,676 lb (12 101 kg)
Tipping load – ISO Deflected Tires:	Straight	28,126 lb (12 758 kg)	28,105 lb (12 748 kg)	28,532 lb (12 942 kg)
	40° turn	22,560 lb (10 233 kg)	22,507 lb (10 209 kg)	22,880 lb (10 378 kg)
Lift capacity:	Full height	21,005 lb (9 528 kg)	20,759 lb (9 416 kg)	20,916 lb (9 487 kg)
	Ground	32,481 lb (14 733 kg)	33,901 lb (15 377 kg)	35,573 lb (16 136 kg)
Breakout force with tilt cylinder		34,565 lb (15 678 kg)	34,091 lb (15 463 kg)	36,578 lb (16 591 kg)
Loader clearance circle with bucket		529.4 in (13 447 mm)	524.7 in (13 328 mm)	527.9 in (13 409 mm)

<b>821G XR</b>		<b>3.2 yd³ GP Pin-On (2.4 m³) Bucket (JRB Compatible) with Teeth Only</b>	<b>4.0 yd³ GP Pin-On (3.1 m³) Bucket with CNH Coupler with Bolt-on Edge</b>	<b>3.8 yd³ GP Pin-On (2.9 m³) Bucket with JRB Coupler with Teeth Only</b>
Operating weight		41,559 lb (18 851 kg)	42,021 lb (19 060 kg)	41,879 lb (18 996 kg)
E. Operating height – fully raised with spillguard		233.6 in (5 933 mm)	239.3 in (6 078 mm)	239.3 in (6 078 mm)
F. Hinge pin height – fully raised		179.5 in (4 560 mm)	179.5 in (4 559 mm)	179.5 in (4 559 mm)
G. Overall length – bucket level on ground		344.2 in (8 742 mm)	344.2 in (8 743 mm)	350.1 in (8 892 mm)
Dump angle – fully raised		49°	49°	49°
H. Dump height – fully raised, 45° dump		128.3 in (3 259 mm)	128.3 in (3 258 mm)	124.5 in (3 162 mm)
J. Bucket reach – fully raised, 45° dump		55.3 in (1 406 mm)	55.4 in (1 408 mm)	59.9 in (1 521 mm)
K. Bucket reach – 7 ft 0 in (2.13 m) height, 45° dump		88.7 in (2 254 mm)	88.8 in (2 256 mm)	91.4 in (2 322 mm)
L. Dig depth – edge below ground		5.8 in (147 mm)	5.8 in (146 mm)	5.8 in (147 mm)
Operating load – ISO Rigid Tires		10,404 lb (4 719 kg)	9,956 lb (4 515 kg)	10,118 lb (4 589 kg)
Operating load – ISO Deflected Tires		9,055 lb (4 107 kg)	8,822 lb (3 911 kg)	8,771 lb (3 978 kg)
Maximum material density – ISO Rigid Tires		3,251 lb/yd³ (1 929 kg/m³)	2,489 lb/yd³ (1 477 kg/m³)	2,663 lb/yd³ (1 580 kg/m³)
Maximum material density – ISO Deflected Tires		2,830 lb/yd³ (1 679 kg/m³)	2,155 lb/yd³ (1 279 kg/m³)	2,308 lb/yd³ (1 370 kg/m³)
Tipping load – ISO Rigid Tires:	Straight	24,193 lb (10 974 kg)	23,232 lb (10 538 kg)	23,584 lb (10 697 kg)
	40° turn	20,807 lb (9 438 kg)	19,909 lb (9 031 kg)	20,236 lb (9 179 kg)
Tipping load – ISO Deflected Tires:	Straight	22,686 lb (10 290 kg)	21,745 lb (9 863 kg)	22,078 lb (10 015 kg)
	40° turn	18,110 lb (8 215 kg)	17,244 lb (7 822 kg)	17,541 lb (7 957 kg)
Lift capacity:	Full height	19,179 lb (8 699 kg)	18,692 lb (8 479 kg)	18,847 lb (8 549 kg)
	Ground	29,068 lb (13 185 kg)	28,087 lb (12 740 kg)	28,385 lb (12 875 kg)
Breakout force with tilt cylinder		35,147 lb (15 942 kg)	29,368 lb (13 320 kg)	31,221 lb (14 161 kg)
Loader clearance circle with bucket		549.7 in (13 962 mm)	549.8 in (13 965 mm)	553.8 in (14 067 mm)

<b>821G</b>		<b>Z-Bar/XR</b>	<b>Z-Bar/XR</b>	<b>Z-Bar/XR</b>
Maximum rollback:	Ground	42°/37°	42°/37°	42°/37°
	Carry position	47°/44°	47°/44°	47°/44°
	@ Full height	59°/60°	59°/60°	59°/60°
Maximum grading angle with bucket – back dragging		62°/65°	60°/65°	61°/67°
SAE bucket capacity – struck		2.75 yd³ (2.10 m³)	2.90 yd³ (2.22 m³)	2.75 yd³ (2.10 m³)
Heaped		3.20 yd³ (2.45 m³)	3.50 yd³ (2.68 m³)	3.20 yd³ (2.45 m³)
Bucket width – outside		119.2 in (3 027 mm)	119.3 in (3 030 mm)	119.2 in (3 027 mm)
Bucket weight		4,309 lb (1 955 kg)	4,564 lb (2 070 kg)	4,422 lb (2 006 kg)



# **PERFORMANCE SPECS**

<b>821G Z-Bar*</b>		<b>4.0 yd³ GP Pin-On (3.1 m³) Bucket with CNH Coupler with Bolt-on Edge</b>	<b>3.8 yd³ GP Pin-On (2.9 m³) Bucket with CNH Coupler with Teeth Only</b>	<b>4.0 yd³ GP Pin-On (3.1 m³) ACS Coupler with Teeth Only with Bolt-on Edge</b>
Operating weight		41,430 lb (18 792 kg)	41,289 lb (18 728 kg)	41,483 lb (18 816 kg)
E. Operating height – fully raised with spillguard		221.9 in (5 636 mm)	221.9 in (5 636 mm)	218.8 in (5 558 mm)
F. Hinge pin height – fully raised		162.1 in (4 118 mm)	162.1 in (4 118 mm)	162.1 in (4 118 mm)
G. Overall length – bucket level on ground		325.1 in (8 258 mm)	331.0 in (8 406 mm)	320.9 in (8 151 mm)
Dump angle – fully raised		55°	55°	55°
H. Dump height – fully raised, 45° dump		110.9 in (2 817 mm)	107.1 in (2 721 mm)	113.6 in (2 886 mm)
J. Bucket reach – fully raised, 45° dump		51.0 in (1 295 mm)	55.4 in (1 408 mm)	47.8 in (1 213 mm)
K. Bucket reach – 7 ft 0 in (2.13 m) height, 45° dump		71.2 in (1 807 mm)	73.5 in (1 866 mm)	69.4 in (1 762 mm)
L. Dig depth – edge below ground		3.1 in (79 mm)	3.2 in (80 mm)	3.1 in (79 mm)
Operating load – ISO Rigid Tires		12,618 lb (5 723 kg)	12,820 lb (5 815 kg)	12,975 lb (5 885 kg)
Operating load – ISO Deflected Tires		10,768 lb (4 864 kg)	10,947 lb (4 966 kg)	11,077 lb (5 024 kg)
Maximum material density – ISO Rigid Tires		3,155 lb/yd³ (1 872 kg/m³)	3,374 lb/yd³ (2 002 kg/m³)	3,244 lb/yd³ (1 925 kg/m³)
Maximum material density – ISO Deflected Tires		2,892 lb/yd³ (1 597 kg/m³)	2,881 lb/yd³ (1 709 kg/m³)	2,769 lb/yd³ (1 643 kg/m³)
Tipping load – ISO Rigid Tires:	Straight	29,157 lb (13 225 kg)	29,595 lb (13 424 kg)	29,981 lb (13 599 kg)
	40° turn	25,236 lb (11 447 kg)	25,640 lb (11 630 kg)	25,951 lb (11 771 kg)
Tipping load – ISO Deflected Tires:	Straight	27,034 lb (12 249 kg)	27,412 lb (12 434 kg)	27,762 lb (12 593 kg)
	40° turn	21,537 lb (9 769 kg)	21,894 lb (9 931 kg)	22,154 lb (10 049 kg)
Lift capacity:	Full height	20,513 lb (9 305 kg)	20,670 lb (9 376 kg)	20,500 lb (9 299 kg)
	Ground	28,363 lb (12 865 kg)	29,804 lb (13 428 kg)	32,373 lb (14 684 kg)
Breakout force with tilt cylinder		23,872 lb (10 806 kg)	30,695 lb (13 925 kg)	31,163 lb (14 135 kg)
Loader clearance circle with bucket		529.5 in (13 450 mm)	532.9 in (13 535 mm)	527.1 in (13 389 mm)

<b>821G XR</b>		<b>3.5 yd³ GP Pin-On (2.7 m³) Bucket with ACS Coupler with Bolt-on Edge</b>	<b>3.2 yd³ GP Pin-On (2.4 m³) Bucket with ACS Coupler with Teeth Only</b>	<b>4.0 yd³ GP Pin-On (3.1 m³) Bucket with ACS Coupler with Bolt-on Edge</b>
Operating weight		41,814 lb (18 968 kg)	41,672 lb (18 902 kg)	42,074 lb (19 084 kg)
E. Operating height – fully raised with spillguard		231.4 in (5 878 mm)	231.4 in (5 878 mm)	236.2 in (5 999 mm)
F. Hinge pin height – fully raised		179.5 in (4 559 mm)	179.5 in (4 560 mm)	179.5 in (4 559 mm)
G. Overall length – bucket level on ground		335.6 in (8 525 mm)	341.5 in (8 673 mm)	340.0 in (8 636 mm)
Dump angle – fully raised		49°	49°	49°
H. Dump height – fully raised, 45° dump		133.7 in (3 397 mm)	130.0 in (3 301 mm)	131.0 in (3 327 mm)
J. Bucket reach – fully raised, 45° dump		48.7 in (1 236 mm)	53.1 in (1 349 mm)	52.2 in (1 326 mm)
K. Bucket reach – 7 ft 0 in (2.13 m) height, 45° dump		84.4 in (2 144 mm)	87.2 in (2 216 mm)	86.8 in (2 204 mm)
L. Dig depth – edge below ground		5.9 in (150 mm)	5.9 in (151 mm)	5.8 in (148 mm)
Operating load – ISO Rigid Tires		10,350 lb (4 695 kg)	10,519 lb (4 771 kg)	10,198 lb (4 626 kg)
Operating load – ISO Deflected Tires		8,999 lb (4 082 kg)	9,152 lb (4 151 kg)	8,833 lb (4 007 kg)
Maximum material density – ISO Rigid Tires		2,957 lb/yd³ (1 755 kg/m³)	3,267 lb/yd³ (1 950 kg/m³)	2,549 lb/yd³ (1 513 kg/m³)
Maximum material density – ISO Deflected Tires		2,571 lb/yd³ (1 526 kg/m³)	2,860 lb/yd³ (1 697 kg/m³)	2,208 lb/yd³ (1 310 kg/m³)
Tipping load – ISO Rigid Tires:	Straight	24,109 lb (10 936 kg)	24,474 lb (11 101 kg)	23,799 lb (10 795 kg)
	40° turn	20,700 lb (9 389 kg)	21,038 lb (9 543 kg)	20,396 lb (9 251 kg)
Tipping load – ISO Deflected Tires:	Straight	22,600 lb (10 251 kg)	22,944 lb (10 407 kg)	22,272 lb (10 102 kg)
	40° turn	17,998 lb (8 164 kg)	19,304 lb (8 760 kg)	17,667 lb (8 013 kg)
Lift capacity:	Full height	18,931 lb (8 587 kg)	19,087 lb (8 658 kg)	18,674 lb (8 470 kg)
	Ground	29,021 lb (13 164 kg)	29,326 lb (13 302 kg)	28,592 lb (12 969 kg)
Breakout force with tilt cylinder		34,863 lb (15 723 kg)	29,326 lb (13 302 kg)	31,694 lb (14 376 kg)
Loader clearance circle with bucket		544.0 in (13 818 mm)	547.9 in (13 916 mm)	546.9 in (13 892 mm)

<b>821G</b>		<b>Z-Bar/XR</b>	<b>Z-Bar/XR</b>	<b>Z-Bar/XR</b>
Maximum rollback:	Ground	42°/38°	42°/38°	42°/37°
	Carry position	47°/44°	47°/44°	47°/44°
	@ Full height	47°/60°	47°/60°	59°/60°
Maximum grading angle with bucket – back dragging		62°/63°	64°/64°	61°/64°
SAE bucket capacity – struck		3.41 yd³ (2.61 m³)	3.25 yd³ (2.48 m³)	3.41 yd³ (2.61 m³)
	heaped	4.00 yd³ (3.08 m³)	3.80 yd³ (2.91 m³)	4.00 yd³ (3.08 m³)
Bucket width – outside		119.3 in (3 030 mm)	119.2 in (3 027 mm)	119.3 in (3 030 mm)
Bucket weight		4,770 lb (2 164 kg)	4,629 lb (2 100 kg)	4,824 lb (2 188 kg)

# PERFORMANCE SPECS

821G

Z-Bar\*

XR

3.8 yd³ GP Pin-On (2.9 m³) Bucket  
with ACS Coupler Teeth Only

3.8 yd³ GP Pin-On (2.9 m³) Bucket  
with ACS Coupler Teeth Only

Operating weight	41,342 lb (18 752 kg)	41,932 lb (19 020 kg)
E. Operating height – fully raised with spillguard	218.8 in (5 558 mm)	236.2 in (5 999 mm)
F. Hinge pin height – fully raised	162.1 in (4 118 mm)	179.5 in (4 559 mm)
G. Overall length – bucket level on ground	326.8 in (8 299 mm)	345.9 in (8 785 mm)
Dump angle – fully raised	55°	49°
H. Dump height – fully raised, 45° dump	109.8 in (2 790 mm)	127.2 in (3 231 mm)
J. Bucket reach – fully raised, 45° dump	52.2 in (1 326 mm)	56.6 in (1 439 mm)
K. Bucket reach – 7 ft 0 in (2.13 m) height, 45° dump	71.8 in (1 823 mm)	89.5 in (2 274 mm)
L. Dig depth – edge below ground	3.2 in (80 mm)	5.8 in (147 mm)
Operating load – ISO Rigid Tires	14,613 lb (6 628 kg)	11,279 lb (5 116 kg)
Operating load – ISO Deflected Tires	12,259 lb (5 560 kg)	9,661 lb (4 382 kg)
Maximum material density – ISO Rigid Tires	3,845 lb/yd³ (2 282 kg/m³)	2,968 lb/yd³ (1 761 kg/m³)
Maximum material density – ISO Deflected Tires	3,226 lb/yd³ (1 914 kg/m³)	2,542 lb/yd³ (1 509 kg/m³)
Tipping load – ISO Rigid Tires:	Straight	33,733 lb (15 301 kg)
	40° turn	29,225 lb (13 256 kg)
Tipping load – SAE:	Straight	30,896 lb (14 014 kg)
	40° turn	24,517 lb (11 121 kg)
Lift capacity:	Full height	20,789 lb (9 430 kg)
	Ground	39,661 lb (17 990 kg)
Breakout force with tilt cylinder	33,269 lb (15 090 kg)	33,832 lb (15 346 kg)
Maximum rollback:	Ground	42°
	Carry position	47°
	@ Full height	59°
Maximum grading angle with bucket – back dragging	63°	65°
SAE bucket capacity – struck	3.25 yd³ (2.48 m³)	3.25 yd³ (2.48 m³)
	Heaped	3.80 yd³ (2.91 m³)
Bucket width – outside	119.2 in (3 027 mm)	119.2 in (3 027 mm)
Bucket weight	4,682 lb (2 124 kg)	4,682 lb (2 124 kg)
Loader clearance circle with bucket	530.4 in (13 472 mm)	550.9 in (13 992 mm)

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

Performance data unit equipped with 23.5-R25 L3 Radial tires, ROPS cab with heater and air conditioner, full counterweight, standard batteries, front and rear fenders, full fuel and 165 lb (75 kg) operator. Specifications per SAE J732, J1234, J695, J742, and J818.

## STANDARD EQUIPMENT

### OPERATOR ENVIRONMENT

See page 1

### ENGINE

Case/FPT F4HFE613  
Tier 4 Final Certified  
Selectable work modes:  
    Maximum Power  
    Standard Power  
    Economy Power  
    Auto Power  
Turbocharger  
Charge air cooling  
Automatic belt tensioner  
Integral engine oil cooling  
Fuel filter with water trap  
Dual-element dry-type air cleaner  
Hydraulic-driven cooling fan  
Air-cooled radiator  
Mid-mounted cooling module  
Common rail electronic fuel injection

### LOADER

See page 2 – Operating weight,  
Other specifications

### DRIVETRAIN

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

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

### HYDRAULICS

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

### ELECTRICAL

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

### OTHER

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

### TELEMATICS

CASE SiteWatch™ Telematics – includes  
hardware and a 3-yr Advanced  
data subscription

## OPTIONAL EQUIPMENT

### OPERATOR ENVIRONMENT

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

### DRIVETRAIN

5F/3R Autoshift/manual shift transmission, lockup torque converter, PowerInch de-clutch  
 Heavy-duty axles:  
 Larger size rear axle with hydraulically-actuated differential lock on front axle, open differential on rear axle. Recommended for applications on hard surfaces or with solid tires.  
 Cold weather package:  
 Heavy-duty (2) 950 CCA 12V batteries  
 Grid heater  
 Fuel heater  
 Hydraulic oil cooler bypass  
 Low temperature hydraulic oil  
 Fast-warm hydraulic valve

### HYDRAULICS

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

### LOADER

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

### TIRES

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

### OTHER

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

### ADVANCED ENGINE AIR FILTRATION

Variable speed hydraulic reversing fan  
 Full view air pre-cleaner  
 Sy-Klone® ejective air pre-cleaner

CaseCE.com

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IMPORTANT: CASE Construction Equipment Inc. reserves the right to change these specifications without notice and without incurring any obligation relating to such change. Availability of some models and equipment builds vary according to the country in which the equipment is used. The illustrations and text may include optional equipment and accessories and may not include all standard equipment. Your CASE dealer/distributor will be able to give you details of the products and their specifications available in your area.



CASE Construction Equipment is diesel-friendly. NOTE: All engines meet current EPA emissions regulations. All specifications are stated in accordance with SAE Standards or Recommended Practices where applicable.



Always read the Operator's Manual before operating any equipment. Inspect equipment before using it, and be sure it is operating properly. Follow the product safety signs and use any safety features provided.

Form No. CCE201610821G



3.45%



## LEASE-PURCHASE AGREEMENT

Lessee: Winnebago County

Lease No.: 102734002

This Lease-Purchase Agreement dated the 1<sup>st</sup> day of October, 2017, (the "Lease"), by and between Merchants Bank Equipment Finance, a division of Merchants Bank, National Association, whose address is 7600 Parklawn Avenue, Suite 304, Minneapolis, MN 55435, as agent for one or more persons (the "Lessor") and Winnebago County, located in Winnebago County, as Lessee (the "Lessee"), whose address is 404 Elm St., Rm 202, Rockford, Illinois 61101.

### WITNESSETH:

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

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

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

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

### ARTICLE I DEFINITIONS AND EXHIBITS

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

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

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

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

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

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

**Cost or Costs:** The costs of acquisition and installation of the Equipment and all other costs incidental and related thereto, including the costs of preparation, marketing and sale of this Lease.

**Equipment:** The one (1) 2017 Case 821G Wheel Loader described in the attached Exhibit A which is being leased and purchased by Lessee pursuant to this Lease.

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

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

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

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

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

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

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

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

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

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

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

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

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

**State:** The State of Illinois.

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

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

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

**Exhibit A:** A description of the Equipment including the serial number thereof which shall be inserted when available.

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

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

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

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

## **ARTICLE II REPRESENTATIONS, COVENANTS AND WARRANTIES**

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

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

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

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

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

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

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

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

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

(i) Upon the execution of this Lease, Lessee will provide to Lessor an opinion of its legal counsel in the form attached hereto as Exhibit D.





Section 4.2 **Termination of Lease Term.** The Term of this Lease will terminate upon the occurrence of the first of the following events:

- (a) A default by Lessee and Lessor's election to terminate this Lease pursuant to Article XII without payment of all Lease-Purchase Payments; or
- (b) The payment by Lessee of all Lease-Purchase Payments and all other amounts authorized or required to be paid by Lessee hereunder; or
- (c) Nonappropriation of funds by Lessee pursuant to Section 12.7 hereof

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

## **ARTICLE V LEASE-PURCHASE PAYMENTS**

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

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

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

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

Section 5.5 **Late Payments.** See Section 12.6.

## **ARTICLE VI INSURANCE AND NEGLIGENCE**

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

Section 6.2 **Property Insurance.** Upon receipt of possession of the Equipment, Lessee shall have and assume the risk of loss with respect thereto. Lessee shall procure and maintain continuously in effect during

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

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

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

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

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

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

## ARTICLE VII OTHER OBLIGATIONS OF LESSEE

Section 7.1 **Use; Permits.** Lessee shall exercise due care in the installation, use, operation and maintenance of the Equipment, and shall not install, use, operate or maintain the Equipment improperly, carelessly, in violation of any State or Federal Law or for a purpose or in a manner contrary to that contemplated

by this Lease Lessee shall obtain all permits and licenses necessary of the installation, operation, possession and use of the Equipment. Lessee shall comply with all State and Federal Laws applicable to the installation, operation, possession and use of the Equipment, and if compliance with any such State or Federal Law requires changes or additions to be made to the Equipment, such changes or additions shall be made by Lessee at its expense

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

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

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

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

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

## ARTICLE VIII TITLE

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

Section 8.2 **Security Interest.** Lessor shall have and retain a security interest under the Uniform Commercial Code, Certificate of Title or other applicable State or Federal Law in the Equipment, the proceeds thereof and all repairs, replacements, substitutions and modifications thereto or thereof pursuant to Section 8.5, in order to secure Lessee's payment of all Lease-Purchase Payments due during the Term of this Lease and the

performance of all other obligations herein to be performed by Lessee. Lessee will join with Lessor in executing such financing statements or other documents and will perform such acts as Lessor may request to establish and maintain a valid security interest in the Equipment. If requested by Lessor, Lessee shall conspicuously mark the Equipment with appropriate lettering, labels or tags, and maintain such markings during the Term of this Lease, so as clearly to disclose Lessor's security interest in the Equipment.

Section 8.3 **Liens.** During the Term of this Lease, Lessee shall not directly or indirectly, create, incur, assume or suffer to exist any mortgage, pledge, lien, charge, encumbrance or claim on or with respect to the Equipment, other than the respective rights of Lessor and Lessee as herein provided and Permitted Encumbrances. Except as expressly provided in Section 7.3 and this Article, Lessee shall promptly, at its own expense, take such action as may be necessary duly to discharge or remove any such mortgage, pledge, lien, charge, encumbrance or claim if the same shall arise at any time. Lessee shall reimburse Lessor for any expense incurred by Lessor in order to discharge or remove any such mortgage, pledge, lien, charge, encumbrance or claim.

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

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

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

## **ARTICLE IX WARRANTIES**

Section 9.1 **Selection of Equipment.** The Equipment and the Contractor have been selected by Lessee, and Lessor shall have no responsibility in connection with the selection of the Equipment its suitability for the use intended by Lessee, the acceptance by the Contractor or its sales representative of the order submitted, or



any delay or failure by the Contractor or its sales representative to manufacture, deliver or install the Equipment for use by Lessee. Lessee authorized Lessor to add the serial number of the Equipment to Exhibit A when available.

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

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

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

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

## ARTICLE X PREPAYMENT

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

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

## ARTICLE XI ASSIGNMENT, SUBLEASING, MORTGAGING AND SELLING

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

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

- (a) This Lease and the obligation of Lessee to make Lease-Purchase Payments hereunder, shall remain obligations of Lessee.

(b) The sublease shall assume the obligation of Lessee hereunder to the extent of the interest subleased.

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

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

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

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

## ARTICLE XII EVENTS OF DEFAULT AND REMEDIES

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

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

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

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

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

entirely within the discretion of Lessee and Lessee shall not be required to make settlement of strikes, lockouts and other labor disturbances by acceding to the demands of the opposing party or parties when such course is in the judgment of Lessee unfavorable to Lessee.

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

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

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

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

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

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

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

Section 12.5 **Agreement to Pay Attorney's Fees and Expenses.** In the event either party to this Lease should default under any of the provisions hereof and the nondefaulting party should employ attorneys and/or incur other expenses for the collection of monies or for the enforcement of performance or observance of any obligation or agreement on the part of the defaulting party herein contained, the defaulting party agrees that it will on demand therefor pay to the nondefaulting party the reasonable fee of such attorneys and/or such other reasonable expenses so incurred by the nondefaulting party. In the event that legal proceedings relating to this Lease are commenced in any court or before any other tribunal of competent jurisdiction, the reasonable legal fees and other reasonable costs and expenses of the prevailing party shall be paid by the nonprevailing party on demand of the prevailing party.

Section 12.6 **Late Charges.** Whenever any event of default referred to in Section 12.1, clause (i) hereof shall have happened and be continuing with respect to the Equipment described on Exhibit A, Lessor shall have the right, at its option and without any further demand or notice, to require a late payment charge equal one and one-half percent (1.5%) per month of the delinquent Rental Payment, and Lessee shall be obligated to pay the same immediately upon receipt of Lessor's written invoice therefor; provided, however, that this Section 12.6 shall not be applicable if or to the extent that the application thereof would affect the validity of this Lease.

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

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

## ARTICLE XIII ADMINISTRATIVE PROVISIONS

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

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

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

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

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

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

Section 13.5 **Amendments, Changes and Modification.** This Lease may be amended or any of its terms modified only by written document duly authorized, executed, and delivered by Lessor and Lessee.



Section 13.6 **Captions.** The captions or headings in this Lease are for convenience only and in no way defend, limit or describe the scope or intent of any provisions, articles, sections or clauses of this Lease.

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

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

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

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

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

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

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

\_\_\_\_\_  
Print or type full name

By \_\_\_\_\_  
Signature

Its \_\_\_\_\_

Winnebago County as Lessee

\_\_\_\_\_  
Print or type full name

By \_\_\_\_\_  
Signature

Its \_\_\_\_\_  
Title

**EXHIBIT A**  
**DESCRIPTION OF EQUIPMENT**

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

**EXHIBIT B  
PAYMENT SCHEDULE**

Commencement Date: 10/01/2017

	<u>Payment Date</u>	<u>Total Payment</u>	<u>Interest Amount</u>	<u>Principal Amount</u>	<u>*Purchase Option Price</u>
Lease	10/01/2017				202,545.32
1	10/01/2017	25,602.53	0.00	25,602.53	176,942.79
2017 Totals		25,602.53	0.00	25,602.53	
2	10/01/2018	25,602.53	6,201.99	19,400.54	157,542.25
2018 Totals		25,602.53	6,201.99	19,400.54	
3	10/01/2019	25,602.53	5,521.98	20,080.55	137,461.70
2019 Totals		25,602.53	5,521.98	20,080.55	
4	10/01/2020	25,602.53	4,818.14	20,784.39	116,677.31
2020 Totals		25,602.53	4,818.14	20,784.39	
5	10/01/2021	25,602.53	4,089.63	21,512.90	95,164.41
2021 Totals		25,602.53	4,089.63	21,512.90	
6	10/01/2022	98,500.00	3,335.59	95,164.41	0.00
2022 Totals		98,500.00	3,335.59	95,164.41	
Grand Totals		226,512.65	23,967.33	202,545.32	

TOTAL: \$202,545.32  
INTEREST RATE: 3.45%

\*Amount due after payment of Lease-Purchase Payment due on the same day.

All amounts received by Lessor shall be applied first to late payment charges and expenses, then to accrued interest, and then to principal payments in inverse order, as determined by lessor, as permitted by law.

**EXHIBIT C  
ACCEPTANCE CERTIFICATE**

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

Dated: \_\_\_\_\_

**As Lessee: Winnebago County**

\_\_\_\_\_  
Print or type full name

By \_\_\_\_\_  
Signature

Its \_\_\_\_\_  
Title



EXHIBIT C-1  
REQUEST FOR DISBURSEMENT OF FUNDS

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

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

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

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

Dated: \_\_\_\_\_

LESSEE: Winnebago County

\_\_\_\_\_  
Print or type full name

By \_\_\_\_\_

Signature

Its \_\_\_\_\_

Title

**EXHIBIT D  
OPINION OF COUNSEL**

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

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

Ladies and Gentlemen:

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

1. The Lessee is authorized and has power under State law to purchase, rent or otherwise provide for personal property and has power under state law to enter into the Lease and to carry out the obligations thereunder and the transactions contemplated thereby.
2. The Lease has been duly authorized, approved, executed and delivered by and on behalf of Lessee, and the Lease is a valid and binding contract of Lessee enforceable in accordance with its terms, except to the extent such enforceability is limited by State and Federal laws affecting remedies and by bankruptcy, reorganization or other laws of general application relating to or affecting the enforcement of creditors' rights.
3. The authorization, approval and execution of the Lease and all other proceedings of Lessee relating to the transactions contemplated thereby have been performed in accordance with all applicable open meeting laws, public bidding laws and all other applicable laws, rules and regulations of the State.
4. The execution of the Lease and the appropriation of moneys to pay the Lease-Purchase Payments coming due thereunder, does not result in the violation of any constitutional, statutory or other limitation relating to the manner, form or amount of indebtedness which may be incurred by Lessee.
5. There is no litigation, action, suit or proceeding threatened or pending before any court, administrative agency, arbitrator or governmental body, that challenges the organization or existence of Lessee; the authority of its officers; the proper authorization, approval and execution of the Lease and the other documents contemplated thereby; the appropriation of moneys to make Lease-Purchase Payments under the Lease for Lessee's current Fiscal Year; or the ability of Lessee otherwise to perform its obligations under the Lease and the transactions contemplated thereby.
6. The Lease is not a general obligation debt of Lessee.

Dated: \_\_\_\_\_

Very truly yours,

\_\_\_\_\_



LESSEE'S AUTHORIZATION RESOLUTION

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

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

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

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

Section 3. No General Liability. Nothing contained in this Resolution, the Lease, or any other instrument shall be construed with respect to the Governmental Entity as incurring a pecuniary liability or charge upon the general credit of the Governmental Entity or against its taxing power, nor shall the breach of any agreement contained in this Resolution, the Lease, or any other instrument or document executed in connection therewith impose any pecuniary liability upon the Governmental Entity or any charge upon its general credit or against its taxing power, except to the extent that the payments payable under the Lease are special limited obligations of the Governmental Entity as provided in the Lease.

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

Name ( Print or Type)	Title ( Print or Type)	Signature
_____	_____	_____
_____	_____	_____
_____	_____	_____

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

Signature: \_\_\_\_\_  
Secretary/Clerk

Name Printed: \_\_\_\_\_

Date: \_\_\_\_\_



## INSURANCE REQUIREMENTS FORM

DATE: 10/01/2017

TO: Winnebago County

FROM: Merchants Bank Equipment Finance, a division of Merchants Bank, National Association ("MBEF")

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

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

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

Insurance Agent Name:

Address:

Address:

Phone Number:

Fax Number:

### INSURANCE REQUIREMENTS SUMMARY

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

/xx/ **LOSS PAYEE** for property damage coverage:

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

Forward the completed certification to:

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

MBEF Representative: Sally Laing  
Telephone: (952) 837-4910  
Fax: (855) 815-2660  
Account Number: 102734002



REMIT TO: Merchants Bank Equipment Finance  
PO Box 228  
Winona, MN 55987

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

Contract # 102734002

## INVOICE

**Invoice Date:** 8/25/2017

**Amount Due: \$25,602.53**

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

**Due Date: Documentation sign date**

First loan payment and applicable documentation fee must be made by check.



WINNEBAGO COUNTY, ILLINOIS

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

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

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

WHEEL END LOADER BID

Make and Model: CASE 821G

Lump Sum Price: \$ 222,000.00

Lease Annual Payment, Including fees

(\$27,000 or less for 5 year Lease): \$ 25,602.53

Balloon Payment at end of Lease: \$ 98,500.00

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

Delivery Date or Days: NOVEMBER 30TH OR SOONER

Warranty Details: 3 YEARS / 3,000 HOUR FULL MACHINE

Extended Warranty Pricing, if applicable: N/A

Trade In Price for 2015 Case 821F

Loader (SN NEF232094): \$ 157,000.00

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

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

END OF BID FORM

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

**17-CR**

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

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

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

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

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

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

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

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

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

**Respectfully submitted,  
PUBLIC WORKS COMMITTEE**

**AGREE**

**DISAGREE**

\_\_\_\_\_  
Dave Kelley, Chairman

\_\_\_\_\_  
Dave Kelley, Chairman

\_\_\_\_\_  
David Boomer

\_\_\_\_\_  
David Boomer

\_\_\_\_\_  
Burt Gerl

\_\_\_\_\_  
Burt Gerl

\_\_\_\_\_  
Dave Tassoni

\_\_\_\_\_  
Dave Tassoni

\_\_\_\_\_  
Jim Webster

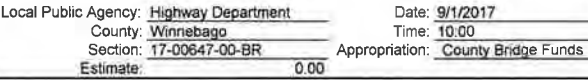
\_\_\_\_\_  
Jim Webster

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

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

ATTEST:

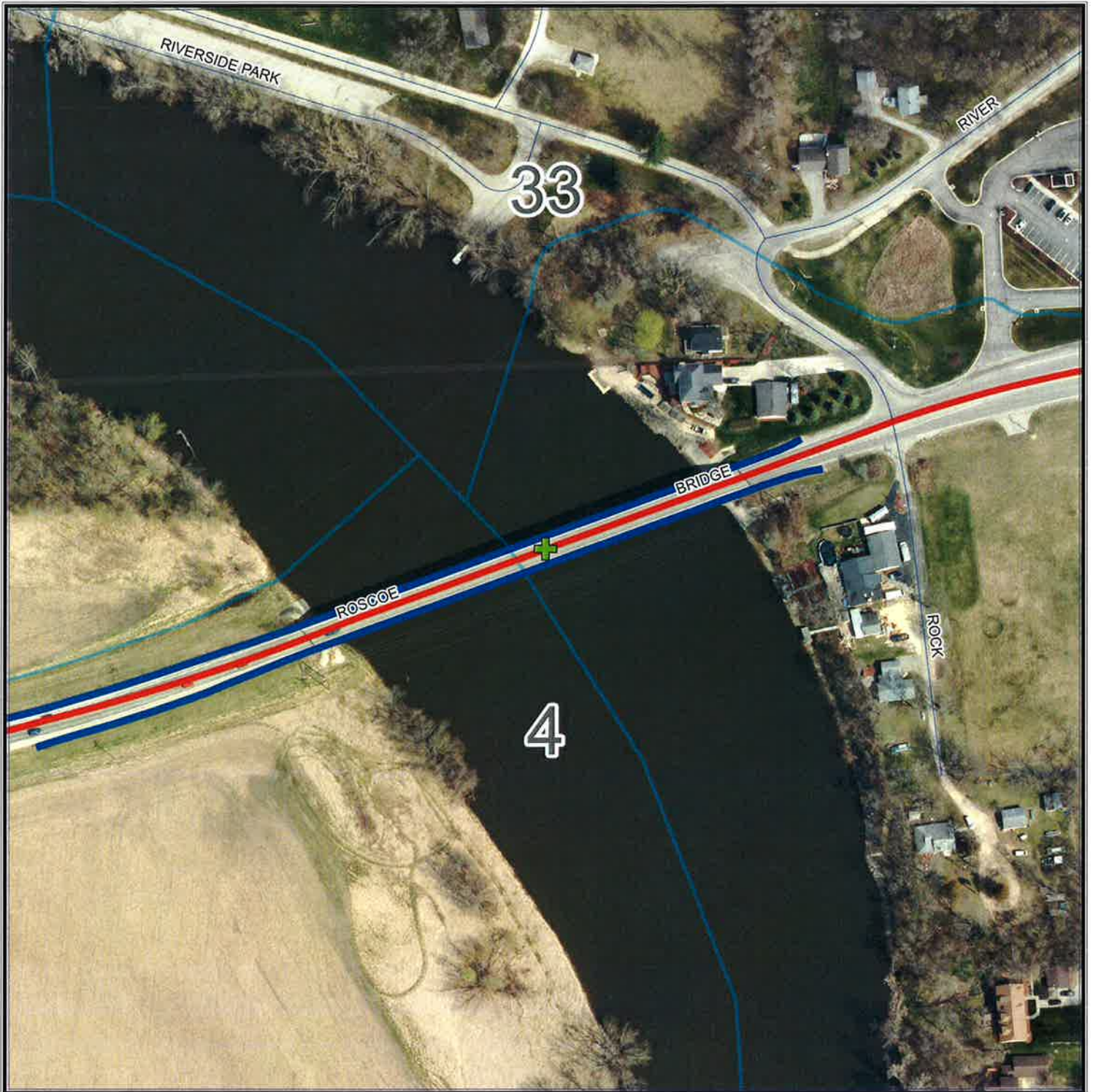
\_\_\_\_\_  
Margie Mullins, Clerk of the  
County Board of the  
County of Winnebago, Illinois



Local Public Agency: <u>Highway Department</u>	Date: <u>9/1/2017</u>
County: <u>Winnebago</u>	Time: <u>10:00</u>
Section: <u>17-00647-00-BR</u>	Appropriation: <u>County Bridge Funds</u>
Estimate: <u>0.00</u>	

[illegible]

# SEC 17-00647-00-BR (SN 101-3016) LOCATION MAP



Coordinate System: NAD 1983 StatePlane Illinois West FIPS 1202 Feet

Projection: Transverse Mercator

Datum: North American 1983

False Easting: 2,296,583.3333

False Northing: 0.0000

Central Meridian: -90.1667

Scale Factor: 0.9999

Latitude Of Origin: 36.6667

Units: Foot US

## WCHD SN 63-24

**Approximate Address: 5112 Bridge Street  
0.35 E of Gleasman Road**

**Roscoe Township**

Printed on: 9/1/2017

Document Path: Z:\17-00647-00-BR (Roscoe over Rock)\PWC Location Map.mxd



0 80 160 320 Feet



# **PUBLIC SAFETY COMMITTEE**

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

Sponsored by: Dave Fiduccia  
Submitted by: Public Safety

2017 CR

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

---

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

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

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

<b>\$85.00</b>	<b>ENTIRE COUNTY PER TOW</b>
<b>\$85.00</b>	<b>SECTION ONE PER TOW</b>
<b>\$85.00</b>	<b>SECTION TWO PER TOW</b>
<b>\$0.00</b>	<b>COUNTY OWNED VEHICLES PER TOW</b>

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

**13500 - 43350**

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

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

Respectfully Submitted,  
**PUBLIC SAFETY COMMITTEE**

**AGREE**

**DISAGREE**

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DAVE FIDUCCIA, CHAIRMAN

---

DAVE FIDUCCIA, CHAIRMAN

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AARON BOOKER

---

AARON BOOKER

---

DAN FELLARS

---

DAN FELLARS

---

ELI NICOLOSI

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ELI NICOLOSI

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DOROTHY REDD

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DOROTHY REDD

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FRED WESCOTT

---

FRED WESCOTT

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

ATTESTED BY:

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

---

**MARGIE M. MULLINS**  
CLERK OF THE COUNTY BOARD  
OF THE COUNTY OF WINNEBAGO, ILLINOIS

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

**SUBMITTED BY: PUBLIC SAFETY COMMITTEE**

**2017 CR**

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

---

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

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

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

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

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

**BE IT FURTHER RESOLVED**, that the Clerk of the County Board is hereby authorized to prepare and deliver certified copies of this Resolution to John Maki, Executive Director, Illinois Criminal Justice Information Authority, 300 W. Adams, Suite

200, Chicago, Illinois 60606 and to James T. Dimas, Secretary, Illinois Department of Human Services, 401 S. Clinton Street, 7<sup>th</sup> Floor, Chicago, Illinois 60607.

Respectfully submitted,

Public Safety Committee

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Dave Fiduccia, Chairman

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Aaron Booker

---

Dorothy Redd

---

Dan Fellars

---

Fred Wescott

---

Eli Nicolosi

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

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

Attested by:

---

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



## **TERMINATION AGREEMENT**

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

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

### **RECITALS**

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

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

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

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

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

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

2. Due Authorization. Each Party hereto hereby represents and warrants that the signature to this Termination Agreement has been duly authorized by all necessary action on its part and that the signator executing this Termination Agreement on its behalf has the authority to execute the same and to bind it to the terms and conditions of this Termination Agreement.

3. Severability. If any term or other provision of this Termination Agreement is invalid, illegal or incapable of being enforced by any rule of law, or public policy, all other conditions and provisions of this Termination Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of this Agreement is not affected in any manner adverse to any Party. Upon such determination that any term or other provision is invalid; illegal or incapable of being enforced, the Parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner.

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

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

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

**COUNTY OF WINNEBAGO**

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

Date: \_\_\_\_\_

**Attest:**

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

Date: \_\_\_\_\_

**ILLINOIS DEPARTMENT OF HUMAN SERVICES**

\_\_\_\_\_  
James T. Dimas  
Secretary  
401 S. Clinton Street, 7<sup>th</sup> Floor  
Chicago, IL 60607

Date: \_\_\_\_\_

**ILLINOIS CRIMINAL JUSTICE INFORMATION  
AUTHORITY**

\_\_\_\_\_  
John Maki  
Executive Director  
300 W. Adams, Street, Suite 200  
Chicago, IL 60606

Date: \_\_\_\_\_

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

**SUBMITTED BY: PUBLIC SAFETY COMMITTEE**

**2017 CR**

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

---

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

**WHEREAS**, in 2015 said intergovernmental agreement was renewed; and

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

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

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

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

**BE IT FURTHER RESOLVED**, that the Clerk of the County Board is hereby authorized to prepare and deliver certified copies of this Resolution to Michelle Rock, Director, Illinois Center of Excellence for Behavioral Health and Justice, 1601 Parkview,

Rockford, Illinois and Walter K. Knorr, Comptroller, the Board of Trustees of the University of Illinois.

Respectfully submitted,

Public Safety Committee

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Dave Fiduccia, Chairman

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Aaron Booker

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Dorothy Redd

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Dan Fellars

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Fred Wescott

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Eli Nicolosi

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

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

Attested by:

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

Exhibit A

Intergovernmental Cooperation Agreement  
Center of Excellence

Page 1 of 9

**INTERGOVERNMENTAL AGREEMENT  
BETWEEN  
THE COUNTY OF WINNEBAGO  
AND  
THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ILLINOIS  
FOR THE ILLINOIS CENTER OF EXCELLENCE FOR BEHAVIORAL HEALTH AND JUSTICE**

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

**RECITALS**

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

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

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

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

NOW, THEREFORE, the Parties agree as follows:

**ARTICLE I  
PURPOSE**

1.1. Purpose. The purpose of this Agreement is to continue the collaborative relationship to continue the joint efforts for the operation of the Center, a program which provides training, technical assistance and information to facilitate appropriate responses to the needs of persons with behavioral



**Intergovernmental Cooperation Agreement  
Center of Excellence**

**Page 2 of 9**

health disorders who are involved with the criminal justice system through promoting the Center; providing training, technical assistance and information throughout Illinois; compile and disseminate information and research consistent with the mission of the Center; pursue collaborations with criminal justice and behavioral health stakeholders; and perform all necessary functions to fulfill the purposes of this Agreement.

**ARTICLE II  
ILLINOIS CENTER OF EXCELLENCE EXECUTIVE DIRECTOR**

- 2.1. Executive Director. The Center shall be managed by an Executive Director.
- 2.2. Supervision of the Executive Director. The direct supervisor of the Executive Director shall be the Chief Judge of the Circuit Court of the 17<sup>th</sup> Judicial Circuit, or his or her designee.
- 2.3 Continuation of Agreement. The Agreement dated December 8, 2011, between the County of Winnebago and the Circuit Court of the 17<sup>th</sup> Judicial Circuit, regarding employment and supervision of the Executive Director, shall continue to be followed by the County in the performance of this Intergovernmental Cooperation Agreement.
- 2.4. Responsibilities of the Executive Director. The Executive Director shall have the following responsibilities:
- (a) Oversee the administration of the Center;
  - (b) Oversee all programming of the Center;
  - (c) Facilitate and develop a strategic plan for the Center in conjunction with the Advisory Board;
  - (d) Approve all Center contracts greater than \$500 in value in consultation with his or her direct supervisor;
  - (e) Develop and implement a business plan for the Center;
  - (f) Seek funding, including grants, on behalf of the Center;
  - (g) Maintain all financial reports;
  - (h) Schedule all Advisory Board meetings;

**Intergovernmental Cooperation Agreement  
Center of Excellence**

**Page 3 of 9**

- (i) Maintain documentation (notices, agendas, minutes, etc.) of all Advisory Board meetings;
- (j) Request legal consultation and representation through the County as needed;
- (k) Manage media and governmental relations; and
- (l) Appoint and remove members to the Advisory Board based on need of the Center and approval of the Parties.
- (m) The Center shall comply with the provisions of the Procurement Code [30 ILCS 500/1 *et seq.*] pursuant to Section 3.5 of the Intergovernmental Cooperation Act [5 ILCS 220/3.5].

**ARTICLE III  
ADVISORY BOARD OF CENTER OF EXCELLENCE**

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

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

- (a) Winnebago County
- (b) University of Illinois College of Medicine at Rockford
- (c) Special Supreme Court Advisory Committee on Justice and Mental Health Planning;
- (d) Administrative Office of the Illinois Courts;
- (e) Illinois Department of Human Services;
- (f) Other members of the Illinois Judiciary, including retired members;
- (g) Law enforcement;
- (h) National Alliance on Mental Illnesses;
- (i) Treatment community providers representatives; and

**Intergovernmental Cooperation Agreement  
Center of Excellence**

**Page 4 of 9**

- (j) Others with expertise useful to the Center.

**ARTICLE IV  
CONTRIBUTIONS AND RESPONSIBILITIES OF PARTIES**

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

- (a) The County shall:
  - (i) Serve as the fiscal agent for the Center;
  - (ii) Hire the Center's Executive Director as directed by the Advisory Board;
  - (iii) Hire any other Center staff as directed by the Center's Executive Director in consultation with the Advisory Board;
  - (iv) Provide human resources and payroll functions for the Center's staff including issuance of paychecks to staff;
  - (v) Provide timekeeping for staff;
  - (vi) Pay invoices on behalf of the Center as directed by the Center's Executive Director;
  - (vii) Approve contracts for the Center for matters recommended by the Executive Director and Advisory Board;
  - (viii) Maintain the Center's fund deposits and accounts;
  - (ix) Prepare quarterly financial reports and additional reports, including for grant compliance, as requested by the Advisory Board;
  - (x) Counter-sign all checks written by the Center Executive Director for amounts greater than \$5000;
  - (xi) Provide legal consultation as needed to the Center's Advisory Board and Executive Director; and

**Intergovernmental Cooperation Agreement  
Center of Excellence**

**Page 5 of 9**

(xii) Maintain a general liability insurance policy for the Center.

(b) The University shall:

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

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

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

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

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

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

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

(ix) Host Advisory Board meetings; and

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

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

**Intergovernmental Cooperation Agreement  
Center of Excellence**

Page 6 of 9

**ARTICLE V  
LIABILITIES and IMMUNITIES**

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

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

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

**ARTICLE VI  
TERM AND TERMINATION**

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

6.2. Termination.

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

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



**Intergovernmental Cooperation Agreement  
Center of Excellence**

**Page 7 of 9**

**ARTICLE VII  
MISCELLANEOUS**

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

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

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

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

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

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

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

7.8. Precedence. In the event there is a conflict between this Agreement and any of the exhibits hereto, this Agreement shall control. In the event there is a conflict between this Agreement and relevant statute(s) or Administrative Rule(s), the relevant statute(s) or rule(s) shall control.

**Intergovernmental Cooperation Agreement  
Center of Excellence**

**Page 8 of 9**

7.9. Entire Agreement. This Agreement constitutes the entire agreement between the Parties; no promises, terms, or conditions not recited, incorporated or referenced herein, including prior agreements or oral discussions, shall be binding upon either Party.

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

To the County:                      Amanda Hamaker  
   ahamaker@wincoil.us

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

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

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

7.13. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be considered to be one and the same agreement, binding on all Parties hereto, notwithstanding that all Parties are not signatories to the same counterpart.

**Intergovernmental Cooperation Agreement  
Center of Excellence**

Page 9 of 9

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

**COUNTY OF WINNEBAGO**

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

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

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Walter K. Knorr  
Comptroller

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**Attest:**

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

Date: \_\_\_\_\_

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

**SUBMITTED BY: PUBLIC SAFETY COMMITTEE**

**2017 CR**

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

---

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

**WHEREAS**, in 2015 said intergovernmental agreement was renewed; and

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

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

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

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

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

Respectfully submitted,

Public Safety Committee

\_\_\_\_\_  
Dave Fiduccia, Chairman

\_\_\_\_\_  
Dorothy Redd

\_\_\_\_\_  
Fred Wescott

\_\_\_\_\_  
Aaron Booker

\_\_\_\_\_  
Dan Fellars

\_\_\_\_\_  
Eli Nicolosi

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

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

Attested by:

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

**INTERGOVERNMENTAL AGREEMENT BETWEEN  
THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ILLINOIS  
AND  
WINNEBAGO COUNTY ON BEHALF OF THE ILLINOIS CENTER OF EXCELLENCE FOR  
BEHAVIORAL HEALTH AND JUSTICE**

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

**Recitals**

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

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

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

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

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

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

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

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

**WHEREAS**, the Parties desire by this Agreement to further establish a mutually beneficial and collaborative relationship to explore and exploit synergies in the treatment of persons with



mental health and/or substance use disorders, particularly in the area of improving such persons' interactions with the criminal justice system; and

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

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

**Article 1. License of Office Space**

**1.1 License Grant**

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

**1.2 Condition of Licensed Premises**

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

**1.3 Use of Common Areas**

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

**1.4 Rules and Regulations for Use of Building and Licensed Premises**

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

**1.5 Permitted Use**

The Licensed Premises shall be used exclusively by COE for the purpose of administering COE's operations including COE's client services, advisory board meetings, conference planning and execution, marketing and related general office use ("Permitted Use"). COUNTY covenants and agrees that it will not make or allow any use of the Licensed Premises other than the Permitted Use. UNIVERSITY professionals who may consult with COE under

separate agreements to be entered into by the Parties shall be given reasonable access to the Licensed Premises to facilitate the performance of such services.

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

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

#### **1.6 University's Right to Substitute Space**

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

#### **1.7 Alterations and Furnishing of Licensed Premises by UNIVERSITY**

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

#### **1.8 Damage or Theft of Personal Property**

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

#### **1.9 Telecommunications and Internet**

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

1.9.2 COE will be granted use of UNIVERSITY telephone lines in the Licensed Premises for use by COE. The number and location of the telephone lines that will be made available for use by COE shall be determined by UNIVERSITY. UNIVERSITY shall be under no obligation to add additional telephone lines or to change or upgrade the existing telephone service in the Licensed Premises to accommodate any telephone usage by COE.

In the event that telephone usage exceeds normal levels incidental to the day-to-day operations of COE, which shall include a reasonable number of out-of area calls, the UNIVERSITY shall promptly notify COUNTY and COE in writing and may assess a surcharge to recoup direct costs incurred for such additional usage.

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

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

## **Article 2. Duration of Agreement**

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

## **Article 3. Termination of Agreement**

### **3.1 Termination for Convenience**

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

### **3.2 Termination for Cause**

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

## **Article 4. Compensation**

### **4.1 Rate of Compensation**

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

### **4.2 Method of Payment**

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

### **4.3 Method of Billing**

UNIVERSITY will submit an appropriately itemized monthly invoice to COE for submission to COUNTY for all reimbursable expenses incurred. Payment shall be made within sixty (60) days of COUNTY's receipt of UNIVERSITY's invoice ("Due Date"). Payment shall be sent to the address indicated on the invoice.

#### **4.4 Late Payments**

UNIVERSITY may assess COUNTY a finance charge equal to the amount chargeable under the Illinois Prompt Payment Act on the unpaid balance of any invoice that is not paid within thirty (30) days of the Due Date.

#### **Article 5. Administration and Notification**

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

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

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

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

With a copy to:  
University of Illinois  
Capital Programs and Real Estate  
Attn: Bruce Walden  
506 Wright Street  
Urbana, IL 61801

COE Representative  
Michelle Rock, Executive Director  
Illinois Center of Excellence for  
Behavioral Health and Justice  
1601 Parkview Ave., Rm. N103  
Rockford, Illinois 61107  
Tel: 815-395-2140  
Email: [mrock@ilcoe.us](mailto:mrock@ilcoe.us)

#### **Article 6. Independent Contractor**

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

#### **Article 7. Discrepancies and Omissions**

If there are any discrepancies and/or omissions regarding the scope of services to be provided, the UNIVERSITY and COUNTY shall obtain written clarification from the other Party before proceeding with the work affected by such discrepancies.

## **Article 8. Disclaimer; Limitation of Liability**

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

## **Article 9. Insurance**

### **9.1 COUNTY Insurance**

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

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

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

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

### **9.2 Other Insurance**

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

### **9.3 University Insurance**

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

#### **Article 10. Force Majeure**

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

#### **Article 11. Use of Name**

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

#### **Article 12. Non-Discrimination and Equal Employment Opportunity**

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

#### **Article 13. Headings**

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

#### **Article 14. Assignment**

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

#### **Article 15. Amendments**

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

#### **Article 16. Compliance with Laws**

Both Parties agree to comply with all applicable laws, statutes, regulations, rulings, or enactments of any governmental authority, including, but not limited to, the Anti-Kickback Statute (42 U.S.C. Section 1320a-7b(b)) and its regulations, and the Ethics in Patient Referrals Act (42 U.S.C. Section 1395nn) and its regulations (collectively, the "**Laws**"). If either Party believes in good faith that any provision of this Agreement shall cause a violation of any of the Laws, the Parties shall work in good faith to amend this Agreement to conform to the Laws. If the Parties are unable to agree on any such amendment, or if it is not possible to amend the



Agreement to comply with the Laws, then this Agreement shall immediately terminate. Neither Party to this Agreement, nor any of its affiliates, employees or agents, makes or is required to make any referrals of patients or clients to the other.

**Article 17. Governing Law, Jurisdiction and Venue**

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

**Article 18. Waiver**

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

**Article 19. Entire Agreement**

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

**APPROVAL AND EFFECTIVE DATE**

This Agreement shall not be binding until signed by all Parties. The persons signing this Agreement represent and warrant that all articles including certifications are true and correct and that they have authority to bind their respective Parties.

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

By: \_\_\_\_\_  
Walter K. Knorr, Comptroller

Date: \_\_\_\_\_

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

By: \_\_\_\_\_  
Frank Haney, Chairman

Date: \_\_\_\_\_

Attest:

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

Date: \_\_\_\_\_