

**Winnebago County Board
Regular Adjourned Meeting
Thursday, March 22, 2018**

A M E N D E D A G E N D A

Call to Order -----CHAIRMAN FRANK HANEY

Agenda Changes-----CHAIRMAN FRANK HANEY

Roll Call-----COUNTY CLERK, TIANA J. McCALL

Invocation -----K. McDONALD

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

Awards - None

**Presentations - “Annual Overview of Revolving Loan Program” -
Presented by John Phelps, Carla Paschal, and Chris
Dornbush**

Proclamations - None

Public Participation - None

Minutes

“May I Please Have a Motion to Approve the Minutes from February 22, 2018 Meeting and to Layover the Minutes from the March 8, 2018 Meeting.

Announcements & Communications-----TIANA J. McCALL

“The Items Listed Below Were Received as Correspondence”

Chairman Haney To Be “PLACED ON FILE”.

- 1. County Clerk McCall received from the United States Nuclear Regulatory Commission the following:**
 - a. Summary of February 27, 2018, Meeting with Exelon Generation Company, LLC Regarding Planned Fleet License Amendment Request to Relocate Staff Qualification Requirements form Technical Specifications to the Quality Assurance Topical Report (EPED L-2018-LRM-0013) (Received 3-9-18)**
 - b. Public Open House to Discuss the 2017 End-Of-Cycle Performance Assessment for Byron Station, Units 1 and 2**
 - c. Federal Register / Vol. 83, No. 49 / Tuesday, March 13, 2018 / Notices**
 - d. Letter – Subject: Exelon Generation Company, LLC – Acceptance of License Amendment Request to Revise Emergency Plan for Midwest Stations (EPID L-2018-LLA-0045)**
 - e. Letter – Subject: Braidwood, Units 1 and 2 – Acceptance Review and Resource Estimate Regarding Request to Utilize the TOMIS computer Code Methodology**
- 2. County Clerk McCall received from Comcast a letter regarding Changes to the Comcast Channel Line-up in Our Community.**
- 3. County Clerk McCall received from Illinois Environmental Protection Agency a Notice of Application for Permit to Manage Waste – Description of Project: Supplemental Permit Application to Establish Applicable Groundwater Quality Standards to Provide an Affidavit for Certification of Post-Closure Care. (Rockford Airport #2 (Landfill No. 1)**
- 4. County Clerk McCall received from Charter Communications letters regarding Cable and Video Providers Annual Complaint Report for the following :**
 - a. County of Winnebago**
 - b. Township of Harlem**
 - c. Township of Rockton**
 - d. Township of Roscoe**

GO TO REGULAR AGENDA

REVISED
03/20/18
WINNEBAGO COUNTY BOARD
AGENDA



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

Thursday, March 22, 2018
6:00 p.m.

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

- Awards – None
- Presentations – “Annual Overview of Revolving Loan Program” – Presented by John Phelps, Carla Paschal, and Chris Dornbush
- Proclamations – None

Board Member Correspondence

Chairman’s Report

County Administrator’s Report

Consent Agenda

- Raffle Report
- Bills

Standing Committee Reports

1. Finance Committee – Ted Biondo, Committee Chairman

- A. Committee Report
- B. Budget Amendment 2018-019 – Circuit Court Budget Restoration to be Laid Over
- C. Budget Amendment 2018-020 – Public Defender Budget Restoration to be Laid Over
- D. Budget Amendment 2018-021 – Juvenile Detention Budget Restoration to be Laid Over
- E. Budget Amendment 2018-022 – Court Services Budget Restoration to be Laid Over
- F. Resolution Authorizing Execution of an Agreement with Kansas City Bank for the Financing of Highway Department Vehicles

2. Zoning Committee – Jim Webster, Committee Chairman

- A. Planning and/or Zoning Requests: NONE
- B. Committee Report

3. **Economic Development Committee – Fred Wescott, Committee Chairman**
 - A. Committee Report
4. **Operations & Administrative Committee – Gary Jury, Committee Chairman**
 - A. Committee Report
 - B. Resolution Approving the Submission of the Illinois County and Municipal Joint Action Agency Collector Opt-In Form
5. **Public Works Committee – Dave Kelley, Committee Chairman**
 - A. Committee Report
 - B. **(18-002)** Bid For Tandem Axel Dump Trucks
Cost: \$1,213,800 in 2018 (6 trucks) C.B. District: County Wide
\$1,234,671 in 2019 (6 trucks)
 - C. **(18-003)** Resolution Authorizing a Professional Engineering Services Agreement with Willett Hofmann & Associates to Provide Plans and Specifications for the Rehabilitation of Well #1 Winnebago Water District Wellhouse (Section 18-00656-00-MG)
Cost: \$6,958.04 C.B. District: 9
 - D. **(18-004)** Resolution Authorizing the Appropriation of MFT Funds for the Maintenance of County Highways
Cost: \$4,809,435.00 C.B. District: County Wide
 - E. **(18-005)** Award of Bid for the 2018 County General Letting
Cost: See Attached Bid Tab C.B. District: County Wide
 - F. **(18-006)** Resolution Authorizing the Award of a Bid for the Meridian Road (CH-24) and Montague Road (CH-27) Crack Sealing Program (SECTION 18-00000-01-GM)
Cost: \$71,298.48 C.B. District: 1, 2 & 5
 - G. **(18-007)** Resolution Authorizing the Award of a Bid for Perryville Road (CH-11) Pavement Patching from Harrison to East State Street (SECTION 18-00000-02-GM)
Cost: \$ 182,100.75 C.B. District: 8 & 11
6. **Public Safety Committee – Dave Fiduccia, Committee Chairman**
 - A. Committee Report

Unfinished Business

New Business

1. **Board Appointment(s):**
 - A. **Rockford Corridor Improvement, Inc. Board**
 - a. **Margaret “Peg” Wilkerson (Reappointment)**
Rockford, IL 61107
November 2017-November 2020
 - B. **Rockford Housing Authority**
 - a. **Tasha Reddic (New Appointment)**
Filling unexpired term of Tunaya Beadry
Rockford, IL
March 2018-November 2019

- C. Harlem-Roscoe Fire Protection**
 - a. Al Bach, Sr. (Reappointment)**
 - Roscoe, IL
 - April 2018-April 2021

Adjournment

Next Meeting: Thursday, April 12, 2018

CHAIRMAN'S REPORT

ADMINISTRATOR'S REPORT

CONSENT AGENDA

RAFFLE APPLICATION REPORT

Presently the County Clerk's office has Raffle Applications submitted by
16 different organizations for 18 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
29734	1	LAKE SUMMERSET ASSOCIATION	04/01/2018-07/21/2018	\$2,404.22
29735	1	LAKE SUMMERSET ASSOCIATION	07/22/2018-09/01/2018	\$1,000.00
29736	1	IBEW LOCAL UNION #364	04/07/2018-04/07/2018	\$5,000.00
29737	1	ROCKFORD DANCE COMPANY	03/23/2018-05/06/2018	\$500.00
29738	1	ROCKY MOUNTAIN ELK FOUNDATION	04/14/2018-04/14/2018	\$23,874.70
29739	1	ST. ANTHONY CHURCH	04/01/2018-06/10/2018	\$2,000.00
29740	1	ST. JAMES ALTER & ROSARY SOCIETY	03/23/2018-04/18/2018	\$1,500.00
29741	1	ST. STANISLAUS CHURCH	06/01/2018-08/19/2018	\$1,000.00
29742	1	ST. STANISLAUS CHURCH	08/19/2018-08/19/2018	\$150.00
29743	1	CATHEDRAL OF ST. PETER SCHOOL	03/26/2018-05/04/2018	\$5,000.00
29744	1	VIETNAM VETERANS OF AMERICA CHAPTER #984	04/01/2018-08/11/2018	\$2,650.00
29745	1	WEST SUBURBAN ASSOCIATION	03/30/2018-05/20/2018	\$1,100.00
29746	1	WINNEBAGO PTO	04/09/2018-05/02/2018	\$5,000.00
29747	1	ZION LUTHERAN CHURCH	04/13/2018-07/29/2018	\$800.00
29750	1	BROOKVIEW PARENT TEACHER ORGANIZATION	03/23/2018-04/27/2018	\$1,200.00
29751	1	I.A.F.F. LOCAL 413	03/24/2018-04/17/2018	\$1,763.00

The Following Have Requested A Class B, MULTIPLE (2, 3 OR 4) LICENSE				
LICENSE #	# OF RAFFLES	NAME OF ORGANIZATION	LICENSE DATES	AMOUNT

The Following Have Requested A Class C, One Time Emergency License				
LICENSE #	# OF RAFFLES	NAME OF ORGANIZATION	LICENSE DATES	AMOUNT

The Following Have Requested A Class D, E, & F Limited Annual License				
LICENSE #	# OF RAFFLES	NAME OF ORGANIZATION	LICENSE DATES	AMOUNT
29748	1	ELLIDA LODGE BOOSTER	03/23/2018-03/23/2019	\$4,999.00
29749	1	ST. AMBROGIO SOCIETY	04/01/2018-04/01/2019	\$4,995.00

This concludes my report

Deputy Clerk Angel Reina

TIANA J. MCCALL
Winnebago County Clerk

Date 22-Mar-18

RESOLUTION

TO THE HONORABLE COUNTY BOARD OF WINNEBAGO COUNTY:

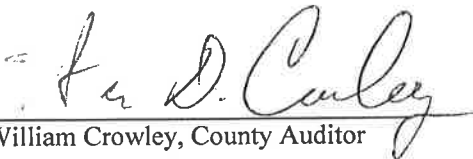
Your County Auditor respectfully submits the following summarized report of the claims to be paid and approved:

	<u>FUND NAME</u>	<u>RECOMMENDED FOR PAYMENT</u>
001	GENERAL FUND	4,714,009.82
101	PUBLIC SAFETY TAX	1,458,431.50
102	MARRIAGE AND CIVIL UNION FUND	2,556.69
103	DOCUMENT STORAGE FUND	86,350.78
104	TREASURER'S DELINQUENT TAX FU	3,715.27
105	VITAL RECORDS FEE FUND	95.00
106	RECORDERS DOCUMENT FEE FUND	31,033.28
107	COURT AUTOMATION FUND	11,376.55
109	VICTIM IMPACT PANEL FEE	1,600.00
110	CHILD SUPPORT & COLLECTIN FE	5,220.45
111	CHILDREN'S WAITING ROOM FUND	11,556.21
112	RENTAL HOUSING FEE FUND	23,103.00
114	911 OPERATIONS FUND	110,543.67
115	PROBATION SERVICE FUND	21,554.07
116	HOST FEE FUND	63,375.00
120	DEFERRED PROSECUTION PROGRAM	3,242.30
121	HOTEL / MOTEL TAX FUND	55,129.35
126	LAW LIBRARY	17,456.59
131	DETENTION HOME	208,645.72
140	WINGIS GEOR INFO SYSTEMS FUND	13,556.64
145	FORECLOSURE MEDIATION FUND	1,697.75
155	MEMORIAL HALL	7,777.07
158	CHILD ADVOCACY PROJECT	37,341.44
161	COUNTY HIGHWAY	179,633.08
162	COUNTY BRIDGE FUND	7,695.67
163	FEDERAL AID MATCHING FUND	49,506.12
164	MOTOR FUEL TAX FUND	322,140.66
165	TOWNSHIP HIGHWAY FUND	3,835.77
181	VETERANS ASSISTANCE FUND	18,480.91
185	HEALTH INSURANCE	602,265.50
192	EMPLOYER SOCIAL SECURITY FUND	385,302.95
193	ILLINOIS MUNICIPAL RETIRE	678,200.24
194	TORT JUDGMENT & LIABILITY	(28,374.31)
215	2016A REFUNDING BONDS	750.00
219	2017A GO DEBT CERTIFICATES	750.00
239	COURT CASE MGMT DEBT SERVICE	564.58
301	HEALTH GRANTS	498,209.29
303	STATE'S ATTORNEY GRANT	23,671.66
304	PROBATION GRANTS	4,905.00

CONTINUATIONFUND NAMERECOMMENDED FOR PAYMENT

307	COMMUNITY DEVELOPMENT GRANTS	700.00
308	IEMA STATE-LOCAL HAZARD MIT	31,159.99
309	CIRCUIT COURT GRANT FUND	158,825.22
401	RIVER BLUFF NURSING HOME	1,114,783.37
410	ANIMAL SERVICES	139,422.54
420	555 N COURT OPERATIONS FUND	13,372.95
430	WATER FUND	10,416.05
501	INTERNAL SERVICES	113,524.05
747	JUVENILE JUSTICE CENTER REMODEL	2,802.29
TOTAL THIS REPORT		<u>11,221,911.73</u>

The adoption of this report is hereby recommended:


 William Crowley, County Auditor

ADOPTED: This 22nd day of March 2018 at the City of Rockford, Winnebago County, Illinois.

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

ATTEST:

 Tiana McCall, Clerk of the Winnebago
 County Board of Rockford, Illinois

FINANCE COMMITTEE

2018 Fiscal Year

Sponsored by:

Ted Biondo, Finance Committee Chairman

Finance: March 15, 2018

Lay Over: March 22, 2018

Final Vote: April 12, 2018**2018 CO****TO: THE HONORABLE MEMBERS OF THE COUNTY OF WINNEBAGO, ILLINOIS**

The Winnebago County Finance Committee presents the following Ordinance amending the Annual Appropriation Ordinance for the fiscal year ending September 30, 2018 and recommends its adoption.

ORDINANCE

WHEREAS, the Winnebago County Board adopted the "Annual Budget and Appropriation Ordinance" for the fiscal year ending September 30, 2018 at its September 28, 2017 meeting; and,

WHEREAS, 55ILCS 5/6-1003(2014), states, "After the adoption of the county budget, no further appropriations shall be made at any other time during such fiscal year, except as provided in this Act. Appropriations in excess of those authorized by the budget in order to meet an immediate emergency may be made at any meeting of the board by a two-thirds vote of all the members constituting such board, the vote to be taken by ayes and nays and entered on the record of the meeting."

NOW, THEREFORE, BE IT ORDAINED, that the County Board deems that pursuant to the provisions as set forth in 55ILCS 5/6-1003(2014), certain conditions have occurred in connection with the operations of the County which are deemed to be immediate emergencies; therefore the following increases are hereby authorized.

2018-019 Circuit Court**Reason:** Restore budget to fund sustainable budget levels**Alternative:** None**Impact to fiscal year 2019 budget:** Additional funding would impact fiscal year 2019 funding levels**Revenue Source:** General Fund Reserves

Acct Description	Org	Obj	Prj	
Regular salaries	32000	41110		<u>\$25,000</u>
		<u>Total Adjustment:</u>		<u>\$25,000</u>

Respectfully Submitted,
FINANCE COMMITTEE

(AGREE)

(DISAGREE)

TED BIONDO,
FINANCE CHAIRMAN

TED BIONDO,
FINANCE CHAIRMAN

GARY JURY

GARY JURY

JOE HOFFMAN

JOE HOFFMAN

BURT GERL

BURT GERL

DAVE BOOMER

DAVE BOOMER

STEVE SCHULTZ

STEVE SCHULTZ

JAIME SALGADO

JAIME SALGADO

KEITH McDONALD

KEITH McDONALD

The above and foregoing Ordinance was adopted by the County Board of the County of Winnebago, Illinois this ____ day of _____ 2018.

ATTESTED BY:

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

TIANA MCCALL
CLERK OF THE COUNTY BOARD
OF THE COUNTY OF WINNEBAGO, ILLINOIS

2018
WINNEBAGO COUNTY
FINANCE COMMITTEE
REQUEST FOR BUDGET AMENDMENT

DATE SUBMITTED: 3/15/2018							AMENDMENT NO: 2018-019	
DEPARTMENT: Circuit Court							SUBMITTED BY: Carla Paschal	
FUND#: 0001							DEPT. BUDGET NO. 32000	
DEPT CODE	ACCT. NO.	ACCOUNT DESCRIPTION	BEGINNING BUDGET	ADJUSTED BUDGET	INCREASE (DECREASE)	REVISED BUDGET AMOUNT		
32000	41110	Regular salaries	\$1,014,910	\$1,014,910	\$25,000	\$1,039,910		
TOTAL ADJUSTMENT:					\$ 25,000	\$ 1,039,910		
Reason budget amendment is required:								
Restore budget to fund sustainable budget levels								
Potential alternatives to budget amendment:								
None								
Impact to fiscal year 2019 budget:								
Additional funding would impact fiscal year 2019 funding levels								
Revenue Source:								
General Fund Reserves								
Approval by staff liaison:								

2018 Fiscal Year

Sponsored by:

Ted Biondo, Finance Committee Chairman

Finance: March 15, 2018

Lay Over: March 22, 2018

Final Vote: April 12, 2018**2018 CO****TO: THE HONORABLE MEMBERS OF THE COUNTY OF WINNEBAGO, ILLINOIS**

The Winnebago County Finance Committee presents the following Ordinance amending the Annual Appropriation Ordinance for the fiscal year ending September 30, 2018 and recommends its adoption.

ORDINANCE

WHEREAS, the Winnebago County Board adopted the "Annual Budget and Appropriation Ordinance" for the fiscal year ending September 30, 2018 at its September 28, 2017 meeting; and,

WHEREAS, 55ILCS 5/6-1003(2014), states, "After the adoption of the county budget, no further appropriations shall be made at any other time during such fiscal year, except as provided in this Act. Appropriations in excess of those authorized by the budget in order to meet an immediate emergency may be made at any meeting of the board by a two-thirds vote of all the members constituting such board, the vote to be taken by ayes and nays and entered on the record of the meeting."

NOW, THEREFORE, BE IT ORDAINED, that the County Board deems that pursuant to the provisions as set forth in 55ILCS 5/6-1003(2014), certain conditions have occurred in connection with the operations of the County which are deemed to be immediate emergencies; therefore the following increases are hereby authorized.

2018-020 Public Defender**Reason:** Restore budget to fund sustainable budget levels**Alternative:** None**Impact to fiscal year 2019 budget:** Additional funding would impact fiscal year 2019 funding levels**Revenue Source:** General Fund Reserves

Acct Description	Org	Obj	Prj	
Regular salaries	34000	41110		\$106,000
Transcripts	34000	43912		<u>\$3,000</u>
		<u>Total Adjustment:</u>		<u>\$109,000</u>

Respectfully Submitted,
FINANCE COMMITTEE

(AGREE)

(DISAGREE)

TED BIONDO,
FINANCE CHAIRMAN

TED BIONDO,
FINANCE CHAIRMAN

GARY JURY

GARY JURY

JOE HOFFMAN

JOE HOFFMAN

BURT GERL

BURT GERL

DAVE BOOMER

DAVE BOOMER

STEVE SCHULTZ

STEVE SCHULTZ

JAIME SALGADO

JAIME SALGADO

KEITH McDONALD

KEITH McDONALD

The above and foregoing Ordinance was adopted by the County Board of the County of Winnebago, Illinois this ____ day of _____ 2018.

ATTESTED BY:

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

TIANA MCCALL
CLERK OF THE COUNTY BOARD
OF THE COUNTY OF WINNEBAGO, ILLINOIS

2018
WINNEBAGO COUNTY
FINANCE COMMITTEE
REQUEST FOR BUDGET AMENDMENT

DATE SUBMITTED: 3/15/2018				AMENDMENT NO: 2018-020		
DEPARTMENT: Public Defender				SUBMITTED BY: Carla Paschal		
FUND#: 0001				DEPT. BUDGET NO. 34000		
DEPT CODE	ACCT. NO.	ACCOUNT DESCRIPTION	BEGINNING BUDGET	ADJUSTED BUDGET	INCREASE (DECREASE)	REVISED BUDGET AMOUNT
34000	41110	Regular Salaries	\$1,411,971	\$1,411,971	\$106,000	\$1,517,971
34000	43912	Transcripts	\$6,350	\$6,350	\$3,000	\$9,350
TOTAL ADJUSTMENT:					\$ 109,000	\$ 1,527,321
Reason budget amendment is required:						
Restore budget to fund sustainable budget levels						
Potential alternatives to budget amendment:						
None						
Impact to fiscal year 2019 budget:						
Additional funding would impact fiscal year 2019 funding levels						
Revenue Source:						
General Fund Reserves						
Approval by staff liaison:						

2018 Fiscal Year

Sponsored by:

Ted Biondo, Finance Committee Chairman

Finance: March 15, 2018

Lay Over: March 22, 2018

Final Vote: April 12, 2018**2018 CO****TO: THE HONORABLE MEMBERS OF THE COUNTY OF WINNEBAGO, ILLINOIS**

The Winnebago County Finance Committee presents the following Ordinance amending the Annual Appropriation Ordinance for the fiscal year ending September 30, 2018 and recommends its adoption.

ORDINANCE

WHEREAS, the Winnebago County Board adopted the "Annual Budget and Appropriation Ordinance" for the fiscal year ending September 30, 2018 at its September 28, 2017 meeting; and,

WHEREAS, 55ILCS 5/6-1003(2014), states, "After the adoption of the county budget, no further appropriations shall be made at any other time during such fiscal year, except as provided in this Act. Appropriations in excess of those authorized by the budget in order to meet an immediate emergency may be made at any meeting of the board by a two-thirds vote of all the members constituting such board, the vote to be taken by ayes and nays and entered on the record of the meeting."

NOW, THEREFORE, BE IT ORDAINED, that the County Board deems that pursuant to the provisions as set forth in 55ILCS 5/6-1003(2014), certain conditions have occurred in connection with the operations of the County which are deemed to be immediate emergencies; therefore the following increases are hereby authorized.

2018-021 Juvenile Detention**Reason:** Restore budget to fund sustainable budget levels**Alternative:** None**Impact to fiscal year 2019 budget:** Additional funding would impact fiscal year 2019 funding levels**Revenue Source:** General Fund Reserves

Acct Description	Org	Obj	Prj	
Regular salaries	43100	41110		<u>\$245,000</u>
		Total Adjustment:		<u>\$245,000</u>

Respectfully Submitted,
FINANCE COMMITTEE

(AGREE)

(DISAGREE)

TED BIONDO,
FINANCE CHAIRMAN

TED BIONDO,
FINANCE CHAIRMAN

GARY JURY

GARY JURY

JOE HOFFMAN

JOE HOFFMAN

BURT GERL

BURT GERL

DAVE BOOMER

DAVE BOOMER

STEVE SCHULTZ

STEVE SCHULTZ

JAIME SALGADO

JAIME SALGADO

KEITH McDONALD

KEITH McDONALD

The above and foregoing Ordinance was adopted by the County Board of the County of Winnebago, Illinois this ____ day of _____ 2018.

ATTESTED BY:

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

TIANA MCCALL
CLERK OF THE COUNTY BOARD
OF THE COUNTY OF WINNEBAGO, ILLINOIS

2018
WINNEBAGO COUNTY
FINANCE COMMITTEE
REQUEST FOR BUDGET AMENDMENT

DATE SUBMITTED: 3/15/2018							AMENDMENT NO: 2018-021	
DEPARTMENT: Juvenile Detention							SUBMITTED BY: Carla Paschal	
FUND#: 0001							DEPT. BUDGET NO. 43100	
DEPT CODE	ACCT. NO.	ACCOUNT DESCRIPTION	BEGINNING BUDGET	ADJUSTED BUDGET	INCREASE (DECREASE)	REVISED BUDGET AMOUNT		
43100	41110	Regular Salaries	\$1,540,160	\$1,540,160	\$245,000	\$1,785,160		
TOTAL ADJUSTMENT:					\$ 245,000	\$ 1,785,160		
Reason budget amendment is required:								
Restore budget to fund sustainable budget levels								
Potential alternatives to budget amendment:								
None								
Impact to fiscal year 2019 budget:								
Additional funding would impact fiscal year 2019 funding levels								
Revenue Source:								
Transfer from General Fund								
Approval by staff liaison:								

2018 Fiscal Year

Sponsored by:

Ted Biondo, Finance Committee Chairman

Finance: March 15, 2018

Lay Over: March 22, 2018

Final Vote: April 12, 2018**2018 CO****TO: THE HONORABLE MEMBERS OF THE COUNTY OF WINNEBAGO, ILLINOIS**

The Winnebago County Finance Committee presents the following Ordinance amending the Annual Appropriation Ordinance for the fiscal year ending September 30, 2018 and recommends its adoption.

ORDINANCE

WHEREAS, the Winnebago County Board adopted the "Annual Budget and Appropriation Ordinance" for the fiscal year ending September 30, 2018 at its September 28, 2017 meeting; and,

WHEREAS, 55ILCS 5/6-1003(2014), states, "After the adoption of the county budget, no further appropriations shall be made at any other time during such fiscal year, except as provided in this Act. Appropriations in excess of those authorized by the budget in order to meet an immediate emergency may be made at any meeting of the board by a two-thirds vote of all the members constituting such board, the vote to be taken by ayes and nays and entered on the record of the meeting."

NOW, THEREFORE, BE IT ORDAINED, that the County Board deems that pursuant to the provisions as set forth in 55ILCS 5/6-1003(2014), certain conditions have occurred in connection with the operations of the County which are deemed to be immediate emergencies; therefore the following increases are hereby authorized.

2018-022 Court Services**Reason:** Restore budget to fund sustainable budget levels**Alternative:** None**Impact to fiscal year 2019 budget:** Additional funding would impact fiscal year 2019 funding levels**Revenue Source:** General Fund Reserves

Acct Description	Org	Obj	Prj	
Regular salaries	21500	41110		<u>\$10,000</u>
		<u>Total Adjustment:</u>		<u>\$10,000</u>

Respectfully Submitted,
FINANCE COMMITTEE

(AGREE)

(DISAGREE)

TED BIONDO,
FINANCE CHAIRMAN

TED BIONDO,
FINANCE CHAIRMAN

GARY JURY

GARY JURY

JOE HOFFMAN

JOE HOFFMAN

BURT GERL

BURT GERL

DAVE BOOMER

DAVE BOOMER

STEVE SCHULTZ

STEVE SCHULTZ

JAIME SALGADO

JAIME SALGADO

KEITH McDONALD

KEITH McDONALD

The above and foregoing Ordinance was adopted by the County Board of the County of Winnebago, Illinois this ____ day of _____ 2018.

ATTESTED BY:

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

TIANA MCCALL
CLERK OF THE COUNTY BOARD
OF THE COUNTY OF WINNEBAGO, ILLINOIS

2018
WINNEBAGO COUNTY
FINANCE COMMITTEE
REQUEST FOR BUDGET AMENDMENT

DATE SUBMITTED: 3/15/2018							AMENDMENT NO: 2018-022	
DEPARTMENT: Court Services							SUBMITTED BY: Carla Paschal	
FUND#: 0001							DEPT. BUDGET NO. 21500	
DEPT CODE	ACCT. NO.	ACCOUNT DESCRIPTION	BEGINNING BUDGET	ADJUSTED BUDGET	INCREASE (DECREASE)	REVISED BUDGET AMOUNT		
21500	41110	Regular Salaries	\$3,386,475	\$3,386,475	\$10,000	\$3,396,475		
TOTAL ADJUSTMENT:					\$	10,000	\$	3,396,475
Reason budget amendment is required:								
Restore budget to fund sustainable budget levels								
Potential alternatives to budget amendment:								
None								
Impact to fiscal year 2019 budget:								
Additional funding would impact fiscal year 2019 funding levels								
Revenue Source:								
General Fund Reserves								
Approval by staff liaison:								

COUNTY BOARD MEETING
March 22, 2018

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

2018 CR

**RESOLUTION AUTHORIZING EXECUTION OF AN AGREEMENT
WITH KANSAS CITY BANK FOR THE FINANCING OF
HIGHWAY DEPARTMENT VEHICLES**

WHEREAS, the County of Winnebago has authorized the purchase of certain vehicles for the County Highway Department; and

WHEREAS, the County has authorized that a portion of the purchase price for the vehicles be financed through Kansas City Bank.

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 an agreement with Kansas City Bank for the financing of a portion of the cost of the vehicles to be purchased for the County Highway Department, a copy of which agreement 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 the County Administrator of the County and the County Engineer.

Respectfully Submitted,
FINANCE COMMITTEE

(AGREE)

(DISAGREE)

TED BIONDO,
FINANCE CHAIRMAN

TED BIONDO,
FINANCE CHAIRMAN

GARY JURY

GARY JURY

JOE HOFFMAN

JOE HOFFMAN

BURT GERL

BURT GERL

DAVE BOOMER

DAVE BOOMER

STEVE SCHULTZ

STEVE SCHULTZ

JAIME SALGADO

JAIME SALGADO

KEITH McDONALD

KEITH McDONALD

The above and foregoing Resolution was adopted by the County Board of the County of
Winnebago, Illinois this ____ day of _____ 2018.

ATTESTED BY:

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

TIANA MCCALL
CLERK OF THE COUNTY BOARD
OF THE COUNTY OF WINNEBAGO, ILLINOIS

Central Truck Finance

February 26, 2018

FORMAL PROPOSAL

OBLIGOR:**WINNEBAGO COUNTY**

- ✓ This is a finance/ownership contract. No residual value.
- ✓ Fixed interest rate for the three (3) year, and four (4) year terms.

EQUIPMENT:**NEW MONROE DUMP TRUCK****OPTION 1**

Acquisition Cost:	\$202,511.00	Term:	Three (3) years	First Payment Due:	One Year from Close
Down Payment:	\$20,251.10	Payment Mode:	Annual in Arrears	Payment Amount:	\$65,844.41
Document Fee:	\$395.00	Interest Rate:	4.020%		
Principal Balance:	\$182,654.90	Rate Factor:	0.360485		

OPTION 2

Acquisition Cost:	\$202,511.00	Term:	Four (4) years	First Payment Due:	One Year from Close
Down Payment:	\$20,251.10	Payment Mode:	Annual in Arrears	Payment Amount:	\$50,319.61
Document Fee:	\$395.00	Interest Rate:	4.000%		
Principal Balance:	\$182,654.90	Rate Factor:	0.275490		

OPTION 3

Acquisition Cost:	\$202,511.00	Term:	Three (3) years	First Payment Due:	At Closing
Down Payment:	\$0.00	Payment Mode:	Annual in Advance	Payment Amount:	\$70,672.66
Document Fee:	\$395.00	Interest Rate:	4.560%		
Principal Balance:	\$202,906.00	Rate Factor:	0.348302		

OPTION 4

Acquisition Cost:	\$202,511.00	Term:	Four (4) years	First Payment Due:	At Closing
Down Payment:	\$0.00	Payment Mode:	Annual in Advance	Payment Amount:	\$53,906.05
Document Fee:	\$395.00	Interest Rate:	4.210%		
Principal Balance:	\$202,906.00	Rate Factor:	0.265670		

- * **This is a proposal only and is not a commitment to finance. This proposal is subject to credit review and approval and proper execution of mutually acceptable documentation.**
- * Failure to consummate this transaction once credit approval is granted and the documents are drafted and delivered to Obligor will result in a documentation fee being assessed to the Obligor.
- * This transaction must be credit approved, all documents properly executed and returned to Central Truck Finance and the transaction funded on ALL proposals on or before March 28, 2018. If funding does not occur within that time-frame, or there is a change of circumstance which adversely affects the expectations, rights, or security of Obligor or its assignees, then Obligor or its assignees reserve the right to adjust and determine a new interest rate factor and payment amount, or withdraw this proposal in its entirety.
- * This transaction must be designated as tax-exempt under Section 103 of the Internal Revenue Code of 1986 as amended.
- * **OBLIGOR'S TOTAL AMOUNT OF TAX-EXEMPT DEBT TO BE ISSUED IN THIS CALENDAR YEAR WILL NOT EXCEED THE \$10,000,000 LIMIT, OR THE INTEREST RATE IS SUBJECT TO CHANGE.**

Central Truck Finance	WINNEBAGO COUNTY
	Signature:
	Typed Name & Title
	Date:

Central Truck Finance

February 26, 2018

FORMAL PROPOSAL

OBLIGOR: WINNEBAGO COUNTY

- ✓ This is a finance/ownership contract. No residual value.
- ✓ Fixed interest rate for the three (3) year, and four (4) year terms.

EQUIPMENT: NEW MONROE DUMP TRUCK
OPTION 1

Acquisition Cost:	\$196,879.00	Term:	Three (3) years	First Payment Due:	One Year from Close
Down Payment:	\$19,687.90	Payment Mode:	Annual in Arrears	Payment Amount:	\$64,017.18
Document Fee:	\$395.00	Interest Rate:	4.020%		
Principal Balance:	\$177,586.10	Rate Factor:	0.360485		

OPTION 2

Acquisition Cost:	\$196,879.00	Term:	Four (4) years	First Payment Due:	One Year from Close
Down Payment:	\$19,687.90	Payment Mode:	Annual in Arrears	Payment Amount:	\$48,923.20
Document Fee:	\$395.00	Interest Rate:	4.000%		
Principal Balance:	\$177,586.10	Rate Factor:	0.275490		

OPTION 3

Acquisition Cost:	\$196,879.00	Term:	Three (3) years	First Payment Due:	At Closing
Down Payment:	\$0.00	Payment Mode:	Annual in Advance	Payment Amount:	\$68,711.02
Document Fee:	\$395.00	Interest Rate:	4.560%		
Principal Balance:	\$197,274.00	Rate Factor:	0.348302		

OPTION 4

Acquisition Cost:	\$196,879.00	Term:	Four (4) years	First Payment Due:	At Closing
Down Payment:	\$0.00	Payment Mode:	Annual in Advance	Payment Amount:	\$52,409.80
Document Fee:	\$395.00	Interest Rate:	4.210%		
Principal Balance:	\$197,274.00	Rate Factor:	0.265670		

- * This is a proposal only and is not a commitment to finance. This proposal is subject to credit review and approval and proper execution of mutually acceptable documentation.
- * Failure to consummate this transaction once credit approval is granted and the documents are drafted and delivered to Obligor will result in a documentation fee being assessed to the Obligor.
- * This transaction must be credit approved, all documents properly executed and returned to Central Truck Finance and the transaction funded on ALL proposals on or before March 28, 2018. If funding does not occur within that time-frame, or there is a change of circumstance which adversely affects the expectations, rights, or security of Obligor or its assignees, then Obligor or its assignees reserve the right to adjust and determine a new interest rate factor and payment amount, or withdraw this proposal in its entirety.
- * This transaction must be designated as tax-exempt under Section 103 of the Internal Revenue Code of 1986 as amended.
- * **OBLIGOR'S TOTAL AMOUNT OF TAX-EXEMPT DEBT TO BE ISSUED IN THIS CALENDAR YEAR WILL NOT EXCEED THE \$10,000,000 LIMIT, OR THE INTEREST RATE IS SUBJECT TO CHANGE.**

Central Truck Finance	WINNEBAGO COUNTY
	Signature:
	Typed Name & Title
	Date:

Central Truck Finance

February 26, 2018

FORMAL PROPOSAL

OBLIGOR: WINNEBAGO COUNTY

- ✓ This is a finance/ownership contract. No residual value.
- ✓ Fixed interest rate for the three (3) year, and four (4) year terms.

EQUIPMENT: NEW MONROE DUMP TRUCK
OPTION 1

Acquisition Cost:	\$206,060.00	Term:	Three (3) years	First Payment Due:	One Year from Close
Down Payment:	\$20,606.00	Payment Mode:	Annual in Arrears	Payment Amount:	\$66,995.84
Document Fee:	\$395.00	Interest Rate:	4.020%		
Principal Balance:	\$185,849.00	Rate Factor:	0.360485		

OPTION 2

Acquisition Cost:	\$206,060.00	Term:	Four (4) years	First Payment Due:	One Year from Close
Down Payment:	\$20,606.00	Payment Mode:	Annual in Arrears	Payment Amount:	\$51,199.55
Document Fee:	\$395.00	Interest Rate:	4.000%		
Principal Balance:	\$185,849.00	Rate Factor:	0.275490		

OPTION 3

Acquisition Cost:	\$206,060.00	Term:	Three (3) years	First Payment Due:	At Closing
Down Payment:	\$0.00	Payment Mode:	Annual in Advance	Payment Amount:	\$71,908.78
Document Fee:	\$395.00	Interest Rate:	4.560%		
Principal Balance:	\$206,455.00	Rate Factor:	0.348302		

OPTION 4

Acquisition Cost:	\$206,060.00	Term:	Four (4) years	First Payment Due:	At Closing
Down Payment:	\$0.00	Payment Mode:	Annual in Advance	Payment Amount:	\$54,848.91
Document Fee:	\$395.00	Interest Rate:	4.210%		
Principal Balance:	\$206,455.00	Rate Factor:	0.265670		

- * This is a proposal only and is not a commitment to finance. This proposal is subject to credit review and approval and proper execution of mutually acceptable documentation.
- * Failure to consummate this transaction once credit approval is granted and the documents are drafted and delivered to Obligor will result in a documentation fee being assessed to the Obligor.
- * This transaction must be credit approved, all documents properly executed and returned to Central Truck Finance and the transaction funded on ALL proposals on or before March 28, 2018. If funding does not occur within that time-frame, or there is a change of circumstance which adversely affects the expectations, rights, or security of Obligor or its assignees, then Obligor or its assignees reserve the right to adjust and determine a new interest rate factor and payment amount, or withdraw this proposal in its entirety.
- * This transaction must be designated as tax-exempt under Section 103 of the Internal Revenue Code of 1986 as amended.
- * **OBLIGOR'S TOTAL AMOUNT OF TAX-EXEMPT DEBT TO BE ISSUED IN THIS CALENDAR YEAR WILL NOT EXCEED THE \$10,000,000 LIMIT, OR THE INTEREST RATE IS SUBJECT TO CHANGE.**

Central Truck Finance	WINNEBAGO COUNTY
	Signature:
	Typed Name & Title
	Date:

Central Truck Finance

February 26, 2018

FORMAL PROPOSAL

OBLIGOR: WINNEBAGO COUNTY

- ✓ This is a finance/ownership contract. No residual value.
- ✓ Fixed interest rate for the three (3) year, and four (4) year terms.

EQUIPMENT: NEW MONROE DUMP TRUCK
OPTION 1

Acquisition Cost:	\$200,287.00	Term:	Three (3) years	First Payment Due:	One Year from Close
Down Payment:	\$20,028.70	Payment Mode:	Annual in Arrears	Payment Amount:	\$65,122.86
Document Fee:	\$395.00	Interest Rate:	4.020%		
Principal Balance:	\$180,653.30	Rate Factor:	0.360485		

OPTION 2

Acquisition Cost:	\$200,287.00	Term:	Four (4) years	First Payment Due:	One Year from Close
Down Payment:	\$20,028.70	Payment Mode:	Annual in Arrears	Payment Amount:	\$49,768.19
Document Fee:	\$395.00	Interest Rate:	4.000%		
Principal Balance:	\$180,653.30	Rate Factor:	0.275490		

OPTION 3

Acquisition Cost:	\$200,287.00	Term:	Three (3) years	First Payment Due:	At Closing
Down Payment:	\$0.00	Payment Mode:	Annual in Advance	Payment Amount:	\$69,898.03
Document Fee:	\$395.00	Interest Rate:	4.560%		
Principal Balance:	\$200,682.00	Rate Factor:	0.348302		

OPTION 4

Acquisition Cost:	\$200,287.00	Term:	Four (4) years	First Payment Due:	At Closing
Down Payment:	\$0.00	Payment Mode:	Annual in Advance	Payment Amount:	\$53,315.20
Document Fee:	\$395.00	Interest Rate:	4.210%		
Principal Balance:	\$200,682.00	Rate Factor:	0.265670		

- * This is a proposal only and is not a commitment to finance. This proposal is subject to credit review and approval and proper execution of mutually acceptable documentation.
- * Failure to consummate this transaction once credit approval is granted and the documents are drafted and delivered to Obligor will result in a documentation fee being assessed to the Obligor.
- * This transaction must be credit approved, all documents properly executed and returned to Central Truck Finance and the transaction funded on ALL proposals on or before March 28, 2018. If funding does not occur within that time-frame, or there is a change of circumstance which adversely affects the expectations, rights, or security of Obligor or its assignees, then Obligor or its assignees reserve the right to adjust and determine a new interest rate factor and payment amount, or withdraw this proposal in its entirety.
- * This transaction must be designated as tax-exempt under Section 103 of the Internal Revenue Code of 1986 as amended.
- * **OBLIGOR'S TOTAL AMOUNT OF TAX-EXEMPT DEBT TO BE ISSUED IN THIS CALENDAR YEAR WILL NOT EXCEED THE \$10,000,000 LIMIT, OR THE INTEREST RATE IS SUBJECT TO CHANGE.**

Central Truck Finance	WINNEBAGO COUNTY
	Signature:
	Typed Name & Title
	Date:

PLEASE NOTE: This Sample contract, presented upon your request, may or may not contain the same language as the contract proposed after credit approval is obtained. As such, no negotiation of contract terms will occur until after credit approval and issuance of formal contract.

GOVERNMENT OBLIGATION CONTRACT

Obligor

Obligee

Dated as of

This Government Obligation Contract dated as of the date listed above is between Obligor and Obligor listed directly above. Obligor desires to finance the purchase of the Equipment described in Exhibit A to Obligor and Obligor desires to have Obligor finance the purchase of the Equipment subject to the terms and conditions of this Contract which are set forth below.

I. Definitions

Section 1.01 Definitions. The following terms will have the meanings indicated below unless the context clearly requires otherwise:

"Additional Schedule" refers to the proper execution of additional schedules to Exhibit A and Exhibit B, as well as other exhibits or documents that may be required by the Obligor all of which relate to the financing of additional Equipment.

"Budget Year" means the Obligor's fiscal year.

"Commencement Date" is the date when Obligor's obligation to pay Contract Payments begins.

"Contract" means this Government Obligation Contract and all Exhibits attached hereto, all addenda, modifications, schedules, refinancings, guarantees and all documents relied upon by Obligor prior to execution of this Contract.

"Contract Payments" means the payments Obligor is required to make under this Contract as set forth on Exhibit B.

"Contract Term" means the Original Term and all Renewal Terms.

"Exhibit" includes the Exhibits attached hereto, and any "Additional Schedule", whether now existing or subsequently created.

"Equipment" means all of the items of Equipment listed on Exhibit A and any Additional Schedule, whether now existing or subsequently created, and all replacements, restorations, modifications and improvements.

"Government" as used in the title hereof means a State or a political subdivision of the State within the meaning of Section 103(a) of the Internal Revenue Code of 1986, as amended ("Code"), or a constituted authority or district authorized to issue obligations on behalf of the State or political subdivision of the State within the meaning of Treasury Regulation 1.103-1(b), or a qualified volunteer fire company within the meaning of section 150(e)(1) of the Code.

"Obligor" means the entity originally listed above as Obligor or any of its assignees.

"Obligor" means the entity listed above as Obligor and which is financing the Equipment through Obligor under the provisions of this Contract.

"Original Term" means the period from the Commencement Date until the end of the Budget Year of Obligor.

"Renewal Term" means the annual term which begins at the end of the Original Term and which is simultaneous with Obligor's Budget Year and each succeeding Budget Year for the number of Budget Years necessary to comprise the Contract Term.

"State" means the state in which Obligor is located.

II. Obligor Warranties

Section 2.01 Obligor represents, warrants and covenants as follows for the benefit of Obligor or its assignees:

- (a) Obligor is an "issuer of tax exempt obligations" because Obligor is the State or a political subdivision of the State within the meaning of Section 103(a) of the Internal Revenue Code of 1986, as amended, (the "Code") or because Obligor is a constituted authority or district authorized to issue obligations on behalf of the State or political subdivision of the State within the meaning of Treasury Regulation 1.103-1(b), or a qualified volunteer fire company within the meaning of section 150(e)(1) of the Code.
- (b) Obligor has complied with any requirement for a referendum and/or competitive bidding.
- (c) Obligor has complied with all statutory laws and regulations that may be applicable to the execution of this Contract; Obligor, and its officer executing this Contract, are authorized under the Constitution and laws of the State to enter into this Contract and have used and followed all proper procedures of its governing body in executing and delivering this Contract. The officer of Obligor executing this Contract has the authority to execute and deliver this Contract. This Contract constitutes a legal, valid, binding and enforceable obligation of the Obligor in accordance with its terms.
- (d) Obligor shall use the Equipment only for essential, traditional government purposes.
- (e) In the event that the Internal Revenue Code of 1986, as currently amended (the "Code"), should be further amended or replaced: (i) to reduce corporate and/or individual income tax rates or (ii) to reduce or eliminate the extent to which the interest portion of the Contract Payments is excludable from gross income, then, at the written request of Obligor or its assigns, Obligor shall pay to Obligor or its assigns with each Contract Payment payable after the effective date of such amendment or replacement such additional amount as necessary to bring the after tax yield on each such Contract Payment to the same effective rate that Obligor or its assigns would have received had there occurred no such amendment to or replacement of the Code. Notwithstanding any other provision of this Agreement, Obligor shall have the right to exercise its option to purchase the Equipment pursuant to Section 3.04 hereof on the effective date of any such amendment or replacement.
- (f) Obligor will submit to the Secretary of the Treasury an information reporting statement as required by the Code.
- (g) Upon request by Obligor, Obligor will provide Obligor with current financial statements, reports, budgets or other relevant fiscal information.
- (h) Obligor shall retain the Equipment free of any hazardous substances as defined in the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. 9601 et. seq. as amended and supplemented.
- (i) Obligor hereby warrants the General Fund of the Obligor is the primary source of funds or a backup source of funds from which the Contract Payments will be made.
- (j) Obligor presently intends to continue this Contract for the Original Term and all Renewal Terms as set forth on Exhibit B hereto. The official of Obligor responsible for budget preparation will include in the budget request for each Budget Year the Contract Payments to become due in such Budget Year, and will use all reasonable and lawful means available to secure the appropriation of money for such Budget Year sufficient to pay the Contract Payments coming due therein. Obligor reasonably believes that moneys can and will lawfully be appropriated and made available for this purpose.
- (k) Obligor has selected both the Equipment and the vendor(s) from whom the Equipment is to be purchased upon its own judgment and without reliance on any manufacturer, merchant, vendor or distributor, or agent thereof, of such equipment to the public.
- (l) Obligor owns free and clear of any liens any additional collateral pledged, subject only to the lien described herein; Obligor has not and will not, during the Contract Term, create, permit, incur or assume any levies, liens or encumbrances of any kind with respect to the Equipment and any additional collateral except those created by this Contract.
- (m) The indebtedness incurred under this Contract when aggregated with existing indebtedness may not exceed the debt limits provided by applicable law under either/or the Local Government Debt Reform Act and the Illinois Municipal Code.

Section 2.02 Escrow Agreement. In the event both Obligor and Obligor mutually agree to utilize an Escrow Account, then immediately following the execution and delivery of this Contract, Obligor and Obligor agree to execute and deliver and to cause Escrow Agent to execute and deliver the Escrow Agreement. This Contract shall take effect only upon execution and delivery of the Escrow Agreement by the parties thereto. Obligor shall deposit or cause to be deposited with the Escrow Agent for credit to the Equipment Acquisition Fund the sum of N/A, which shall be held, invested and disbursed in accordance with the Escrow Agreement.

III. Acquisition of Equipment, Contract Payments and the Purchase Option Price

Section 3.01 Acquisition and Acceptance. Obligor shall be solely responsible for the ordering of the Equipment and for the delivery and installation of the Equipment. Execution of the Certificate of Acceptance or, alternatively, Payment Request and Equipment Acceptance Form, by a duly authorized representative of Obligor, shall constitute acceptance of the Equipment on behalf of the Obligor.

Section 3.02 Contract Payments. Obligor shall pay Contract Payments exclusively to Obligor or its assignees in lawful, legally available money of the United States of America. The Contract Payments shall be sent to the location specified by the Obligor or its assignees. The Contract Payments, payable without notice or demand, are due as set forth on Exhibit B. Obligor shall have

the option to charge interest at the highest lawful rate on any Contract Payment received later than the due date for the number of days that the Contract Payment(s) were late, plus any additional accrual on the outstanding balance for the number of days that the Contract Payment(s) were late. Obligor shall also have the option, on monthly payments only, to charge a late fee of up to 10% of the monthly Contract Payment that is past due. Furthermore, Obligor agrees to pay any fees associated with the use of a payment system other than check, wire transfer, or ACH. Once all amounts due Obligor hereunder have been received, Obligor will release any and all of its rights, title and interest in the Equipment.

SECTION 3.03 CONTRACT PAYMENTS UNCONDITIONAL. THE OBLIGATIONS OF OBLIGOR TO MAKE CONTRACT PAYMENTS AND TO PERFORM AND OBSERVE THE OTHER COVENANTS CONTAINED IN THIS CONTRACT SHALL BE ABSOLUTE AND UNCONDITIONAL IN ALL EVENTS WITHOUT ABATEMENT, DIMINUTION, DEDUCTION, SET-OFF, OR SUBJECT TO DEFENSE OR COUNTERCLAIM.

Section 3.04 Purchase Option Price. Upon thirty (30) days written notice, Obligor shall have the option to pay, in addition to the Contract Payment, the corresponding Purchase Option Price which is listed on the same line on Exhibit B. This option is only available to the Obligor on the Contract Payment date and no partial prepayments are allowed. If Obligor chooses this option and pays the Purchase Option Price to Obligor then Obligor will transfer any and all of its rights, title and interest in the Equipment to Obligor.

Section 3.05 Contract Term. The Contract Term shall be the Original Term and all Renewal Terms until all the Contract Payments are paid as set forth on Exhibit B except as provided under Section 9.01 below.

Section 3.06 Disclaimer of Warranties. OBLIGEE MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE OR ANY OTHER WARRANTY WITH RESPECT TO THE EQUIPMENT. OBLIGEE IS NOT A MANUFACTURER, SELLER, VENDOR OR DISTRIBUTOR, OR AGENT THEREOF, OF SUCH EQUIPMENT; NOR IS OBLIGEE A MERCHANT OR IN THE BUSINESS OF DISTRIBUTING SUCH EQUIPMENT TO THE PUBLIC. OBLIGEE SHALL NOT BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGE ARISING OUT OF THE INSTALLATION, OPERATION, POSSESSION, STORAGE OR USE OF THE EQUIPMENT BY OBLIGOR.

IV. Appropriation of Money

Section 4.01 Appropriation. Obligor shall be obligated to appropriate sufficient money to make all the Contract Payments for the Original Term and each successive Renewal Term as each Contract Payment comes due. If Obligor fails to make an appropriation of money to make any Contract Payment, then an Event of Default will be deemed to have occurred as set forth under Section IX below. This Contract represents a binding and enforceable promise to pay in accordance with the terms herein by the Obligor.

V. Insurance, Damage, Insufficiency of Proceeds

Section 5.01 Insurance. Obligor shall maintain both property insurance and liability insurance at its own expense with respect to the Equipment. Obligor shall be solely responsible for selecting the insurer(s) and for making all premium payments and ensuring that all policies are continuously kept in effect during the period when Obligor is required to make Contract Payments. Obligor shall provide Obligor with a Certificate of Insurance which lists the Obligor and/or assigns as a loss payee and an additional insured on the policies with respect to the Equipment.

- (a) Obligor shall insure the Equipment against any loss or damage by fire and all other risks covered by the standard extended coverage endorsement then in use in the State and any other risks reasonably required by Obligor in an amount at least equal to the then applicable Purchase Option Price of the Equipment. Alternatively, Obligor may insure the Equipment under a blanket insurance policy or policies.
- (b) The liability insurance shall insure Obligor from liability and property damage in any form and amount satisfactory to Obligor.
- (c) Obligor may self-insure against the casualty risks and liability risks described above. If Obligor chooses this option, Obligor must furnish Obligor with a certificate and/or other documents which evidences such coverage.
- (d) All insurance policies issued or affected by this Section shall be so written or endorsed such that the Obligor and its assignees are named additional insureds and loss payees and that all losses are payable to Obligor and Obligor or its assignees as their interests may appear. Each policy issued or affected by this Section shall contain a provision that the insurance company shall not cancel or materially modify the policy without first giving thirty (30) days advance notice to Obligor or its assignees. Obligor shall furnish to Obligor certificates evidencing such coverage throughout the Contract Term.

Section 5.02 Damage to or Destruction of Equipment. Obligor assumes the risk of loss or damage to the Equipment. If the Equipment or any portion thereof is lost, stolen, damaged, or destroyed by fire or other casualty, Obligor will immediately report all such losses to all possible insurers and take the proper procedures to obtain all insurance proceeds. At the option of Obligor, Obligor shall either (1) apply the Net Proceeds to replace, repair or restore the Equipment or (2) apply the Net Proceeds to the applicable Purchase Option Price. For purposes of this Section and Section 5.03, the term Net Proceeds shall mean the amount of insurance proceeds collected from all applicable insurance policies after deducting all expenses incurred in the collection thereof.

Section 5.03 Insufficiency of Net Proceeds. If there are no Net Proceeds for whatever reason or if the Net Proceeds are insufficient to pay in full the cost of any replacement, repair, restoration, modification or improvement of the Equipment, then Obligor shall, at the option of Obligor, either (1) complete such replacement, repair, restoration, modification or improvement and pay any costs thereof in excess of the amount of the Net Proceeds or (2) apply the Net Proceeds to the Purchase Option Price and pay the deficiency, if any, to the Obligor.

Section 5.04 Obligor Negligence. Obligor 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 Obligor or of third parties, and whether such property damage be to Obligor's property or the property of others (including, without limitation, liabilities for loss or damage related to the release or threatened release of hazardous substances under the Comprehensive Environmental Response, Compensation and Liability Act, the Resource Conservation and Recovery Act or similar or successor law or any State or local equivalent now existing or hereinafter enacted which in any manner arise out of or are incident to any possession, use, operation, condition or storage of any Equipment by Obligor), which is proximately caused by the negligent conduct of Obligor, its officers, employees and agents.

Section 5.05 Reimbursement. Obligor hereby assumes responsibility for and agrees to reimburse Obligor for all liabilities, obligations, losses, damages, penalties, claims, actions, costs and expenses (including reasonable attorneys' fees) of whatsoever kind and nature, imposed on, incurred by or asserted against Obligor 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 Obligor, its officers, employees and agents, or arose out of installation, operation, possession, storage or use of any item of the Equipment, to the maximum extent permitted by law.

VI. Title and Security Interest

Section 6.01 Title. Title to the Equipment shall vest in Obligor when Obligor acquires and accepts the Equipment. Title to the Equipment will automatically transfer to the Obligor in the event Obligor defaults under Section 9.01. In such event, Obligor shall execute and deliver to Obligor such documents as Obligor may request to evidence the passage of legal title to the Equipment to Obligor.

Section 6.02 Security Interest. To secure the payment of all Obligor's obligations under this Contract, as well as all other obligations, debts and liabilities, plus interest thereon, whether now existing or subsequently created, Obligor hereby grants to Obligor a security interest under the Uniform Commercial Code constituting a first lien on the Equipment described more fully on Exhibit A. Furthermore, Obligor agrees that any other collateral securing any other obligation(s) to Obligor, whether offered prior to or subsequent hereto, also secures this obligation. The security interest established by this section includes not only all additions, attachments, repairs and replacements to the Equipment but also all proceeds therefrom. Obligor authorizes Obligor to prepare and record any Financing Statement required under the Uniform Commercial Code to perfect the security interest created hereunder. Obligor agrees that any Equipment listed on Exhibit A is and will remain personal property and will not be considered a fixture even if attached to real property.

VII. Assignment

Section 7.01 Assignment by Obligor. All of Obligor's rights, title and/or interest in and to this Contract may be assigned and reassigned in whole or in part to one or more assignees or sub-assignees by Obligor at any time without the consent of Obligor. No such assignment shall be effective as against Obligor until the assignor shall have filed with Obligor written notice of assignment identifying the assignee. Obligor shall pay all Contract Payments due hereunder relating to such Equipment to or at the direction of Obligor or the assignee named in the notice of assignment. Obligor shall keep a complete and accurate record of all such assignments.

Section 7.02 Assignment by Obligor. None of Obligor's right, title and interest under this Contract and in the Equipment may be assigned by Obligor unless Obligor approves of such assignment in writing before such assignment occurs and only after Obligor first obtains an opinion from nationally recognized counsel stating that such assignment will not jeopardize the tax-exempt status of the obligation.

VIII. Maintenance of Equipment

Section 8.01 Equipment. Obligor shall keep the Equipment in good repair and working order, and as required by manufacturer's and warranty specifications. If Equipment consists of copiers, Obligor is required to enter into a copier maintenance/service agreement. Obligor shall have no obligation to inspect, test, service, maintain, repair or make improvements or additions to the Equipment under any circumstances. Obligor will be liable for all damage to the Equipment, other than normal wear and tear, caused by Obligor, its employees or its agents. Obligor shall pay for and obtain all permits, licenses and taxes related to the ownership, installation, operation, possession, storage or use of the Equipment. If the Equipment includes any titled vehicle(s), then Obligor is responsible for obtaining such title(s) from the State and also for ensuring that Obligor is listed as First Lienholder on all of the title(s). Obligor shall not use the Equipment to haul, convey or transport hazardous waste as defined in the Resource Conservation and Recovery Act, 42 U.S.C. 6901 et. seq. Obligor agrees that Obligor or its Assignee may execute any additional documents including financing statements, affidavits, notices, and similar instruments, for and on behalf of Obligor which Obligor deems necessary or appropriate to protect Obligor's interest in the Equipment and in this Contract. Obligor shall allow Obligor to examine and inspect the Equipment at all reasonable times.

IX. Default

Section 9.01 Events of Default defined. The following events shall constitute an "Event of Default" under this Contract:

- (a) Failure by Obligor to pay any Contract Payment listed on Exhibit B for fifteen (15) days after such payment is due according to the Payment Date listed on Exhibit B.

- (b) Failure to pay any other payment required to be paid under this Contract at the time specified herein and a continuation of said failure for a period of fifteen (15) days after written notice by Obligor that such payment must be made. If Obligor continues to fail to pay any payment after such period, then Obligor may, but will not be obligated to, make such payments and charge Obligor for all costs incurred plus interest at the highest lawful rate.
- (c) Failure by Obligor to observe and perform any warranty, covenant, condition, promise or duty under this Contract for a period of thirty (30) days after written notice specifying such failure is given to Obligor by Obligor, unless Obligor agrees in writing to an extension of time. Obligor will not unreasonably withhold its consent to an extension of time if corrective action is instituted by Obligor. Subsection (c) does not apply to Contract Payments and other payments discussed above.
- (d) Any statement; material omission, representation or warranty made by Obligor in or pursuant to this Contract which is known to be false, incorrect or misleading on the date when made regardless of Obligor's intent and which materially adversely affects the rights or security of Obligor under this Contract.
- (e) Any provision of this Contract which ceases to be valid for whatever reason and the loss of such provision would materially adversely affect the rights or security of Obligor.
- (f) Obligor admits in writing its inability to pay its obligations.
- (g) Obligor defaults on one or more of its other obligations.
- (h) Obligor becomes insolvent, is unable to pay its debts as they become due, makes an assignment for the benefit of creditors, applies for or consents to the appointment of a receiver, trustee, conservator, custodian, or liquidator of Obligor, or all or substantially all of its assets, or a petition for relief is filed by Obligor under federal bankruptcy, insolvency or similar laws, or is filed against Obligor and is not dismissed within thirty (30) days thereafter.

Section 9.02 Remedies on Default. Whenever any Event of Default exists, Obligor shall have the right to take one or any combination of the following remedial steps:

- (a) Obligor, with or without terminating this Contract, may collect each installment of Contract Payments as it becomes due and payable with respect to the Equipment in accordance with Exhibit B for the entire Contract Term.
- (b) Obligor, with or without terminating this Contract, may repossess any or all of the Equipment by giving Obligor written notice to deliver the Equipment to the location designated by Obligor. In the event Obligor fails to do so within ten (10) days after receipt of such notice, Obligor may enter upon Obligor's premises where the Equipment is kept and take possession of the Equipment and charge Obligor for costs incurred in repossessing the Equipment, including reasonable attorneys' fees. Obligor hereby expressly waives any damages occasioned by such repossession. If the Equipment or any portion of it has been destroyed or damaged beyond repair, Obligor shall pay the applicable Purchase Option Price of the damaged or destroyed Equipment as set forth in the Installment Payment Schedule. Notwithstanding the fact that Obligor has taken possession of the Equipment, Obligor shall continue to be responsible for the Contract Payments with respect thereto as and when such Contract Payments become or would have become due and payable.
- (c) If Obligor, in its discretion, takes possession and disposes of the Equipment or any portion thereof, Obligor shall apply the proceeds of any such disposition to pay the following items in the following order: (i) all costs (including, but not limited to, attorneys' fees) incurred in securing possession of the Equipment; (ii) all expenses incurred in completing the disposition; (iii) any sales or transfer taxes; and (iv) the balance of any Contract Payments with respect thereto as and when such Installment Payment would become due and payable. Any disposition proceeds remaining after the requirements of clauses (i), (ii), (iii), (iv) have been met shall be paid to Obligor.
- (d) Obligor may take any other remedy available at law or in equity with respect to an Event of Default, including (without limitation) those requiring Obligor to perform any of its obligations under this Contract or to pay any moneys due and payable to Obligor, provided Obligor shall have no right to accelerate Contract Payments or otherwise declare any Contract Payments not then in default to be immediately due and payable.

Section 9.03 No Remedy Exclusive. No remedy herein conferred upon or reserved to Obligor is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Contract now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or shall be construed to be a waiver thereof.

Section 9.04 Return of Equipment and Storage.

- (a) Surrender: The Obligor shall, at its own expense, surrender the Equipment, any additional collateral and all required documentation to evidence transfer of title from Obligor to the Obligor in the event of a default by delivering the Equipment and any additional collateral to the Obligor to a location accessible by common carrier and designated by Obligor. In the case that any of the Equipment and any additional collateral consists of software, Obligor shall destroy all Intangible items constituting such software and shall deliver to Obligor all tangible items constituting such software. At Obligor's request, Obligor shall also certify in a form acceptable to Obligor that Obligor has complied with the above software return provisions and that they will immediately cease using the software and that they shall permit Obligor and/or the vendor of the software to inspect Obligor's locations to verify compliance with the terms hereto.
- (b) Delivery: The Equipment and any additional collateral shall be delivered to the location designated by the Obligor by a common carrier unless the Obligor agrees in writing that a common carrier is not needed. When the Equipment and any additional collateral is delivered into the custody of a common carrier, the Obligor shall arrange for the shipping of the item and its insurance in transit in accordance with the Obligor's instructions and at the Obligor's sole expense. Obligor at its expense shall completely sever and disconnect the Equipment and any additional collateral or its component parts from the Obligor's property all without liability to the Obligor. Obligor shall pack or crate the Equipment and any additional collateral and all of the component parts of the Equipment and any additional collateral carefully and in accordance with any recommendations of the manufacturer. The Obligor shall deliver to the Obligor the plans, specifications, operation manuals or other warranties and documents furnished by the manufacturer or vendor on the Equipment and any additional collateral and such other documents in the Obligor's possession relating to the maintenance and methods of operation of such Equipment and any additional collateral.
- (c) Condition: When the Equipment is surrendered to the Obligor it shall be in the condition and repair required to be maintained under this Contract. It will also meet all legal regulatory conditions necessary for the Obligor to sell or lease it to a third party and be free of all liens. If Obligor reasonably determines that the Equipment or an item of the Equipment, once it is returned, is not in the condition required hereby, Obligor may cause the repair, service, upgrade, modification or overhaul of the Equipment or an item of the Equipment to achieve such condition and upon demand, Obligor shall promptly reimburse Obligor for all amounts reasonably expended in connection with the foregoing.
- (d) Storage: Upon written request by the Obligor, the Obligor shall provide free storage for the Equipment and any additional collateral for a period not to exceed 60 days after the expiration of the Contract Term before returning it to the Obligor. The Obligor shall arrange for the insurance described to continue in full force and effect with respect to such item during its storage period and the Obligor shall reimburse the Obligor on demand for the incremental premium cost of providing such insurance.

X. Miscellaneous

Section 10.01 Notices. All notices shall be sufficiently given and shall be deemed given when delivered or mailed by registered mail, postage prepaid, to the parties at their respective places of business as first set forth herein or as the parties shall designate hereafter in writing.

Section 10.02 Binding Effect. Obligor acknowledges this Contract is not binding upon the Obligor or its assignees unless the Conditions to Funding listed on the Documentation Instructions have been met to Obligor's satisfaction, and Obligor has executed the Contract. Thereafter, this Contract shall inure to the benefit of and shall be binding upon Obligor and Obligor and their respective successors and assigns.

Section 10.03 Severability. In the event any provision of this Contract 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 10.04 Amendments, Addenda, Changes or Modifications. This Contract may be amended, added to, changed or modified by written agreement duly executed by Obligee and Obligor. Furthermore, Obligee reserves the right to directly charge or amortize into the remaining balance due from Obligor, a reasonable fee, to be determined at that time, as compensation to Obligee for the additional administrative expense resulting from such amendment, addenda, change or modification requested by Obligor.

Section 10.05 Execution in Counterparts. This Contract 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 10.06 Captions. The captions or headings in this Contract do not define, limit or describe the scope or intent of any provisions or sections of this Contract.

Section 10.07 Master Contract. This Contract can be utilized as a Master Contract. This means that the Obligee and the Obligor may agree to the financing of additional Equipment under this Contract at some point in the future by executing one or more Additional Schedules to Exhibit A and Exhibit B, as well as other exhibits or documents that may be required by Obligee. Additional Schedules will be consecutively numbered on each of the exhibits which make up the Additional Schedule and all the terms and conditions of the Contract shall govern each Additional Schedule.

Section 10.08 Entire Writing. This Contract constitutes the entire writing between Obligee and Obligor. No waiver, consent, modification or change of terms of this Contract shall bind either party unless in writing and signed by both parties, and then such waiver, consent, modification or change shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements, representations, conditions, or warranties, express or implied, which are not specified herein regarding this Contract, the Equipment or any additional collateral, financed hereunder. Any terms and conditions of any purchase order or other documents submitted by Obligor in connection with this Contract which are in addition to or inconsistent with the terms and conditions of this Contract will not be binding on Obligee and will not apply to this Contract.

Obligee and Obligor have caused this Contract to be executed in their names by their duly authorized representatives listed below.

Signature

Printed Name and Title

Signature

Printed Name and Title

EXHIBIT A

DESCRIPTION OF EQUIPMENT

RE: Government Obligation Contract dated as of _____, between (Obligee) and (Obligor) _____

Below is a detailed description of all the items of Equipment including quantity, model number and serial number where applicable:

SAMPLE

Physical Address of Equipment after Delivery : _____

EXHIBIT B

PAYMENT SCHEDULE

Between: **RE: Government Obligation Contract** dated as of _____, between (Obligee) and (Obligor)

Date of First Payment:
Original Balance:
Total Number of Payments:
Number of Payments Per Year:

<u>Pmt</u>	<u>Due</u>	<u>Contract</u>	<u>Applied to</u>	<u>Applied to</u>	<u>*Purchase</u>
<u>No.</u>	<u>Date</u>	<u>Payment</u>	<u>Interest</u>	<u>Principal</u>	<u>Option Price</u>

Signature

Printed Name and Title

*Assumes all Contract Payments due to date are paid

EXHIBIT C

CERTIFICATE OF ACCEPTANCE

RE: Government Obligation Contract dated as of

, between (Obligee) and (Obligor)

I, the undersigned, hereby certify that I am a duly qualified representative of Obligor and that I have been given the authority by the Governing Body of Obligor to sign this Certificate of Acceptance with respect to the above referenced Contract. I hereby certify that:

1. The Equipment described on Exhibit A has been delivered and installed in accordance with Obligor's specifications.
2. Obligor has conducted such inspection and/or testing of the Equipment as it deems necessary and appropriate and hereby acknowledges that it accepts the Equipment for all purposes.
3. Obligor has appropriated and/or taken other lawful actions necessary to provide moneys sufficient to pay all Contract Payments required to be paid under the Contract during the current Budget Year of Obligor, and such moneys will be applied in payment of all Contract Payments due and payable during such current Budget Year.
4. Obligor has obtained insurance coverage as required under the Contract from an insurer qualified to do business in the State.
5. No event or condition that constitutes or would constitute an Event of Default exists as of the date hereof.
6. The governing body of Obligor has approved the authorization, execution and delivery of this Contract on its behalf by the authorized representative of Obligor who signed the Contract.
7. Please list the Source of Funds (Fund Item in Budget) for the Contract Payments that come due under Exhibit B of this Contract.

Source of Funds :

By signing below, Obligor hereby authorizes the General Fund of the Obligor as a backup source of funds from which the Contract Payments can be made.

Signature

Printed Name and Title

EXHIBIT D

OBLIGOR RESOLUTION

RE: Government Obligation Contract dated as of

, between (Obligee) and (Obligor)

At a duly called meeting of the Governing Body of the Obligor (as defined in the Contract) held on _____ the following resolution was introduced and adopted:

BE IT RESOLVED by the Governing Body of Obligor as follows:

1. **Determination of Need.** The Governing Body of Obligor has determined that a true and very real need exists for the acquisition of the Equipment described on Exhibit A of the Government Obligation Contract dated as of _____, between (Obligor) and (Obligee).
2. **Approval and Authorization.** The Governing Body of Obligor has determined that the Contract, substantially in the form presented to this meeting, is in the best interests of the Obligor for the acquisition of such Equipment, and the Governing Body hereby approves the entering into of the Contract by the Obligor and hereby designates and authorizes the following person(s) to execute and deliver the Contract on Obligor's behalf with such changes thereto as such person(s) deem(s) appropriate, and any related documents, including any Escrow Agreement, necessary to the consummation of the transaction contemplated by the Contract.

Authorized Individual(s): _____

(Typed or Printed Name and Title of individual(s) authorized to execute the Contract)

3. **Adoption of Resolution.** The signatures below from the designated individuals from the Governing Body of the Obligor evidence the adoption by the Governing Body of this Resolution.

Signature: _____

(Signature of Secretary, Board Chairman or other member of the Governing Body)

Printed Name & Title: _____

(Printed Name and Title of individual who signed directly above)

Attested By: _____

(Signature of one additional person who can witness the passage of this Resolution)

Printed Name & Title: _____

(Printed Name of individual who signed directly above)

EXHIBIT E

BANK QUALIFIED CERTIFICATE

RE: Government Obligation Contract dated as of _____, between (Obligee) and (Obligor)

Whereas, Obligor hereby represents that it is a "Bank Qualified" Issuer for the calendar year in which this Contract is executed by making the following designations with respect to Section 265 of the Internal Revenue Code of 1986, as amended (the "Code"). (A "Bank Qualified Issuer" is an issuer that issues less than ten million (\$10,000,000) dollars of tax-exempt obligations other than "private activity bonds" as defined in Section 141 of the Code, excluding certain "qualified 501(c)(3) bonds" as defined in Section 145 of the Code, during the calendar year).

Now, therefor, Obligor hereby designates this Contract as follows:

1. **Designation as Qualified Tax-Exempt Obligation.** Pursuant to Section 265(b)(3)(B)(i) of the Code, the Obligor hereby specifically designates the Contract as a "qualified tax-exempt obligation" for purposes of Section 265(b)(3) of the Code. In compliance with Section 265(b)(3)(D) of the Code, the Obligor hereby represents that the Obligor will not designate more than \$10,000,000 of obligations issued by the Obligor in the calendar year during which the Contract is executed and delivered as such "qualified tax-exempt obligations".
2. **Issuance Limitation.** In compliance with the requirements of Section 265(b)(3)(C) of the Code, the Obligor hereby represents that the Obligor (including all subordinate entities of the Obligor within the meaning of Section 265(b)(3)(E) of the Code) reasonably anticipates not to issue in the calendar year during which the Contract is executed and delivered, obligations bearing interest exempt from federal income taxation under Section 103 of the Code (other than "private activity bonds" as defined in Section 141 of the Code and excluding certain "qualified 501(c)(3) bonds" as defined in Section 145 of the Code) in an amount greater than \$10,000,000.

Signature

Printed Name and Title

8038 REVIEW FORM

The 8038 form attached hereto is an important part of the documentation package and must be properly filled out and submitted to the Department of the Treasury in order for you to receive the lower tax-exempt rate. Unless you instruct us otherwise, we have engaged a Paid Preparer to assist in the filling out of this form. The Paid Preparer has filled out the relevant portions of this form based on the current understanding of what is required by the Department of the Treasury. The responses on this 8038 form are based on the dates and amounts which you have requested (structure of the transaction) and which are on the Payment Schedule.

1. Please review our responses for accuracy. If anything is inaccurate, please contact our office so that we can make proper revisions.
2. If the information provided to you on this form is accurate, please sign where indicated and return with the document package.
3. If there are any changes to the structure of the transaction that occur prior to funding which require a change to the 8038 form, we will make such changes and provide notification to you.
4. We will return to you a copy of the 8038 form that was mailed to the Department of the Treasury.

Important Note:

The IRS is now requesting information regarding tax-exempt issuers' and borrowers' written policies and procedures designed to monitor post-issuance compliance with the federal tax rules applicable to tax-exempt obligations (boxes 43 and 44). Do not check items 43 and 44 on the 8038 form unless you have established written procedures in accordance with the instructions referenced directly below. If you choose to "check" items 43 and/or 44, please be prepared to provide copies of such written procedures to the Paid Preparer or any representatives of the IRS upon request. Written procedures should contain certain key characteristics, including making provisions for:

- Due diligence review at regular intervals;
- Identifying the official or employee responsible for review;
- Training of the responsible official/employee;
- Retention of adequate records to substantiate compliance (e.g., records relating to expenditure of proceeds);
- Procedures reasonably expected to timely identify noncompliance; and
- Procedures ensuring that the issuer will take steps to timely correct noncompliance.

For additional guidance on this 8038 form, you can refer to the Documentation Instructions located on the following government website: <http://www.irs.gov/app/picklist/list/formsInstructions.html>, or contact your local IRS office.

Information Return for Tax-Exempt Governmental Obligations

► Under Internal Revenue Code section 149(e)

► See separate instructions.

Caution: If the issue price is under \$100,000, use Form 8038-GC.

OMB No. 1545-0720

Part I Reporting AuthorityIf Amended Return, check here ☐

1 Issuer's name		2 Issuer's employer identification number (EIN)	
3a Name of person (other than issuer) with whom the IRS may communicate about this return (see instructions)		3b Telephone number of other person shown on 3a	
4 Number and street (or P.O. box if mail is not delivered to street address)	Room/suite	5 Report number (For IRS Use Only)	
6 City, town, or post office, state, and ZIP code		7 Date of issue	
8 Name of issue		9 CUSIP number	
10a Name and title of officer or other employee of the issuer whom the IRS may call for more information (see instructions)		10b Telephone number of officer or other employee shown on 10a	

Contact,**Part II Type of Issue (enter the issue price). See the instructions and attach schedule.**

11 Education	11	
12 Health and hospital	12	
13 Transportation	13	
14 Public safety	14	
15 Environment (including sewage bonds)	15	
16 Housing	16	
17 Utilities	17	
18 Other. Describe ►	18	
19 If obligations are TANs or RANs, check only box 19a <input type="checkbox"/>		
If obligations are BANs, check only box 19b <input type="checkbox"/>		
20 If obligations are in the form of a lease or installment sale, check box <input checked="" type="checkbox"/>		

Part III Description of Obligations. Complete for the entire issue for which this form is being filed.

(a) Final maturity date	(b) Issue price	(c) Stated redemption price at maturity	(d) Weighted average maturity	(e) Yield
21				

Part IV Uses of Proceeds of Bond Issue (including underwriters' discount)

22 Proceeds used for accrued interest	22	
23 Issue price of entire issue (enter amount from line 21, column (b))	23	
24 Proceeds used for bond issuance costs (including underwriters' discount)	24	
25 Proceeds used for credit enhancement	25	
26 Proceeds allocated to reasonably required reserve or replacement fund	26	
27 Proceeds used to currently refund prior issues	27	
28 Proceeds used to advance refund prior issues	28	
29 Total (add lines 24 through 28)	29	
30 Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here)	30	

Part V Description of Refunded Bonds. Complete this part only for refunding bonds.

31 Enter the remaining weighted average maturity of the bonds to be currently refunded	years
32 Enter the remaining weighted average maturity of the bonds to be advance refunded	years
33 Enter the last date on which the refunded bonds will be called (MM/DD/YYYY)	
34 Enter the date(s) the refunded bonds were issued ► (MM/DD/YYYY)	

Part VI Miscellaneous

35 Enter the amount of the state volume cap allocated to the issue under section 141(b)(5)	35		
36a Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (GIC) (see instructions)	36a		
b Enter the final maturity date of the GIC ▶ _____			
c Enter the name of the GIC provider ▶ _____			
37 Pooled financings: Enter the amount of the proceeds of this issue that are to be used to make loans to other governmental units	37		
38a If this issue is a loan made from the proceeds of another tax-exempt issue, check box <input type="checkbox"/> and enter the following information:			
b Enter the date of the master pool obligation ▶ _____			
c Enter the EIN of the issuer of the master pool obligation ▶ _____			
d Enter the name of the issuer of the master pool obligation ▶ _____			
39 If the issuer has designated the issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check box			<input checked="" type="checkbox"/>
40 If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box			<input type="checkbox"/>
41a If the issuer has identified a hedge, check here <input type="checkbox"/> and enter the following information:			
b Name of hedge provider ▶ _____			
c Type of hedge ▶ _____			
d Term of hedge ▶ _____			
42 If the issuer has superintegrated the hedge, check box			<input type="checkbox"/>
43 If the issuer has established written procedures to ensure that all nonqualified bonds of this issue are remediated according to the requirements under the Code and Regulations (see instructions), check box			<input type="checkbox"/>
44 If the issuer has established written procedures to monitor the requirements of section 148, check box			<input type="checkbox"/>
45a If some portion of the proceeds was used to reimburse expenditures, check here <input type="checkbox"/> and enter the amount of reimbursement. ▶ _____			
b Enter the date the official intent was adopted ▶ _____			

Signature and Consent

Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person that I have authorized above.

Signature of issuer's authorized representative _____ Date _____ Type or print name and title _____

Paid Preparer Use Only

Print/Type preparer's name	Preparer's signature	Date	Check <input type="checkbox"/> if self-employed	PTIN
Firm's Name ▶ _____			Phone no. _____	
Firm's Address ▶ _____				

ZONING COMMITTEE

Attachment
ZONING COMMITTEE
OF THE COUNTY BOARD AGENDA
March 22, 2018

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, **April 11, 2018**, at 5:30 p.m. in Room 303 of the County Administration Building for the following petition:
 1. Z-04-18 A map amendment to rezone +/- 2.5 gross acres from the AG, Agricultural Priority District to the RE, Rural Estate District for property commonly known as 8270 Tate Road, Rockford, IL 61101 in Owen Township, District 1.
- Chairman, Brian Erickson, hereby announces another *Zoning Board of Appeals (ZBA)* meeting is scheduled for Tuesday, **April 17, 2018**, at 5:30 p.m. in Room 303 of the County Administration Building for the following petition:
 1. A special use permit to allow a batch plant inclusive of an asphalt/concrete crushing and storage facility in the AG, Agricultural Priority District for property commonly known as 11200 N. Main Street, Rockton, IL in Rockton Township, District 2.
- Chairman, Jim Webster, hereby announces that the next *Zoning Committee (ZC)* meeting is *tentatively* scheduled for Wednesday, **April 25, 2018**, at 5:30 p.m. in Room 303 of the County Administration Building.

OPERATIONS & ADMINISTRATIVE COMMITTEE

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

Submitted by: Operations and Administrative Committee

2018 CR

**RESOLUTION APPROVING THE SUBMISSION OF THE ILLINOIS COUNTY
AND MUNICIPAL JOINT ACTION AGENCY COLLECTOR OPT-IN-FORM**

WHEREAS, the City of Rockford is currently providing electronic waste recycling for all area residents at an annual cost of some \$171,000; and

WHEREAS, Winnebago County has submitted an “Illinois County and Municipal Joint Action Agency Collector Opt-In-Form” application to the ‘manufacturers clearinghouse’ to provide this service to County residents; and

WHEREAS, the County is proposing two events annually for an estimated annual amount of \$3000;

WHEREAS, without submittal of the application the annual fee to provide this service to the County would be approximately four times more expensive; and

WHEREAS, it is in the public interest for Winnebago County to submit an “Illinois County and Municipal Joint Action Agency Collector Opt-In-Form;”

NOW, THEREFORE, BE IT RESOLVED, by the County Board of the County of Winnebago, Illinois that the County Staff is authorized to submit on behalf of the County of Winnebago the attached Illinois County and Municipal Joint Action Agency Collector Opt-In-Form in substantially the form attached hereto.

BE IT FURTHER RESOLVED, that the 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 County Engineer.

Respectfully submitted,
OPERATIONS AND ADMINISTRATIVE COMMITTEE

AGREE

DISAGREE

Gary Jury, Chairman

Gary Jury, Chairman

Angie Goral

Angie Goral

Joe Hoffman

Joe Hoffman

Dorothy Redd

Dorothy Redd

Eli Nicolosi

Eli Nicolosi

Keith McDonald

Keith McDonald

Jean Crosby

Jean Crosby

The above and foregoing Resolution was adopted by the County Board of the County of Winnebago, Illinois this ____ day of _____, 2018.

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

ATTEST:

Tiana J. McCall
Clerk of the County Board
of the County of Winnebago, Illinois

Illinois County and Municipal Joint Action Agency Collector Opt-In Form

Note: Inaccurate or incomplete information provided on this form may be grounds for rejection.

All collectors and their vendors are subject to audits by manufacturer programs authorized under 415 ILCS 151/1-30.

Instructions: Please fill out this form, print and sign, and then scan and submit to info@ilclearinghouse.org. As an alternative you may also mail a signed hard copy postmarked by March 1st to:

Joseph Kakesh
Wiley Rein LLP
1776 K Street NW
Washington, DC 20006

Note that the statute (415 ILCS 151/1-20) also requires you file this information with the Illinois EPA.

For more information on the Manufacturer Clearinghouse and information on the changes to the manufacturer program in Illinois, please visit: <http://ilclearinghouse.org>. This site also contains guidelines for collectors.

Section 1: Jurisdiction Information

Item Number	Attribute	Response
1.01	Name of County or Municipal Joint Action Agency:	Winnebago County, IL
1.02	Contact Name:	Joseph Vanderwerff Sr.
1.03	Address:	424 N. Springfield Ave
1.04	Zip Code:	61101
1.05	Phone:	815-319-4000
1.06	Email:	jvanderwerff@wincoils.us
1.07	Number of proposed collection sites: <i>Refer to Sections 2 & 3. If you have more than two proposed collection sites, see Additional Collection Sites form in the addendum.</i>	2
1.08	Number of events: (Refer to Section 4)	0
1.09	Name of Logistics/Recycling Firm (if applicable)	Universal Recycling Technologies (URT) 2535 Beloit Ave Janesville, WI 53546
1.10	Is this Logistics/Recycling Firm currently servicing proposed locations? Please specify locations.	No
1.11	Please attach completed collection form(s) for all proposed collection sites that were reported to IEPA as collectors in 2017.	

Section 2: Proposed Collection Site 1 – Specific Information

Item Number	Attribute	Response
2.01	Is Collection Site 1 operated by the county/MJAA or by an outside vendor?	County
2.02	Collection Site 1 Contact Name:	Joseph Vanderwerff Sr.
2.03	Collection Site 1 Contact Phone:	815-319-4000
2.04	Collection Site 1 Contact Email:	jvanderwerffewincoil.us
2.05	Collection Site 1 Address:	TBD
2.06	Collection Site 1 Zip Code:	TBD
2.07	Collection Site 1 Phone:	815-319-4000
2.08	Collection Site 1 Days and Hours of Operation:	Date - To be determined 8 am - 5 pm
2.09	Description of Current Services (e.g., semi-trailer pick-ups, box truck pick-ups, need forklift or pallet jack for loading)	None currently - likely will have vendor drop off roll-off boxes or containers for future pick-up
2.10	Collection Site 1 Site Limitations: (e.g., residency requirements, operational limitations relating to bulk pickup, etc.)	Residency requirements projected to be imposed
2.11	Collection Site 1 Total Estimated Annual CED Collection (in lbs., if actual collection data are available for the prior year please provide them):	est 20,000 lbs

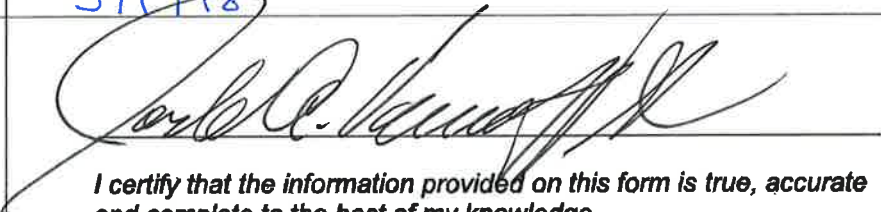
Section 3: Proposed Collection Site 2 – Specific Information

Item Number	Attribute	Response
3.01	Is Collection Site 2 operated by the county/MJAA or by an outside vendor?	County
3.02	Collection Site 2 Contact Name:	Chris Dornbush
3.03	Collection Site 2 Contact Phone:	815-319-4367
3.04	Collection Site 2 Contact Email:	cdornbush@wincoil.us
3.05	Collection Site 2 Address:	TBD
3.06	Collection Site 2 Zip Code:	TBD
3.07	Collection Site 2 Phone:	815-319-4367
3.08	Collection Site 2 Days and Hours of Operation:	Date - To be determined 8 am - 5 pm
3.09	Description of Current Services (e.g., semi-trailer pick-ups, box truck pick-ups, need forklift or pallet jack for loading)	None currently - likely will have vendor drop off roll-off boxes or containers for future pick-up
3.10	Collection Site 2 Site Limitations: (e.g., residency requirements, operational limitations relating to bulk pickup, etc.)	Residency requirements projected to be imposed
3.11	Collection Site 2 Total Estimated Annual CED Collection (in lbs., if actual collection data are available for the prior year please provide them):	est 20,000 lbs

Section 4: Collection Event Information

Item Number	Attribute	Response
4.01	Collection Event 1 Details (Location, Address, Hours, Limitations, CED lbs. collected):	To be determined
4.02	Collection Event 2 Details (Location, Address, Hours, Limitations, CED lbs. collected):	To be determined
4.03	Collection Event 3 Details (Location, Address, Hours, Limitations, CED lbs. collected):	
4.04	Collection Event 4 Details (Location, Address, Hours, Limitations, CED lbs. collected):	
4.05	Collection Event 5 Details (Location, Address, Hours, Limitations, CED lbs. collected): <i>If you propose more events please provide information on a separate form.</i>	

Certification of Authorized Government Official (REQUIRED)

Name:	Joseph Vanderwerff Sr.
Title:	County Engineer
Date:	3/1/18
Authorized Signature:	 <i>I certify that the information provided on this form is true, accurate and complete to the best of my knowledge.</i>

PUBLIC WORKS COMMITTEE

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

Sponsored by: Dave Kelley
Submitted by: Public Works Committee

2018 CR

RESOLUTION AWARDING BIDS FOR TANDEM AXLE DUMP TRUCKS

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, as part of the Highway Departments Value Added Leasing Program, competitive bids for 18B-2133 were received on February 28, 2018 by the Purchasing Department for the following:

TANDEM AXLE DUMP TRUCKS

WHEREAS, the Public Works Committee of the County Board for the County of Winnebago, Illinois has reviewed the bids received for the aforementioned item(s) and recommends awarding the bids as follows:

CIT Trucks, LLC (with Monroe Equipment)
4301 N. Bell School Road
Loves Park, IL 61111

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

46100 – 45120 Capital Lease Payments

WHEREAS, six tandem axle dump trucks are to be purchased in fiscal year 2018 for an amount of \$1,213,800; and six tandem axle dump trucks are to be purchased in fiscal year 2019 for an amount of \$1,234,671.

WHEREAS, the purchase of the trucks would be on a four (4) year lease with the leasing institution and the interest rate being selected by the Winnebago County Board's Finance Committee; and closing upon delivery of the trucks.

NOW, THEREFORE, BE IT RESOLVED, by the County Board of the County of Winnebago, Illinois that a purchase order be issued to CIT Trucks, LLC (with Monroe Equipment) 4301 N. Bell School Road, Loves Park, IL 61111 in the amount of TWO MILLION FOUR HUNDRED FORTY EIGHT THOUSAND AND FOUR HUNDRED SEVENTY ONE DOLLARS (\$2,448,471) FOR WINNEBAGO COUNTY FISCAL YEARS 2018 AND 2019.

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 County Engineer, Director of Purchasing, Finance Director and County Auditor.

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 _____ 2018.

FRANK HANEY

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

ATTESTED BY:

TIANA McCALL

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

BID TAB
TANDEM AXLE DUMP TRUCKS BID #18B-2133
February 28, 2018 - 2:00 P.M.

VENDORS	CIT Trucks, LLC (Monroe)	CIT Trucks, LLC (Bonnell)	JX Peterbilt (Monroe)	JX Peterbilt (Bonnell)	Lakeside International LLC. (Monroe)	TransChicago Truck Group (Monroe)	TransChicago Truck Group (Bonnell)
Make, Model, and Year	Kenworth, T800-2019	Kenworth, T800- 2019	2018/2019 Peterbilt 367 w/Monroe Equipment	2018/2019 Peterbilt 367 w/Bonnell Equipment	2019 & 2020 Int'l HV613	Freightliner 114SD Model Year 2019	Freightliner 114SD Model Year 2019
2018 Delivery							
Truck No. 1							
Option 1 Annual Lease Amt.	\$70,364.74	\$72,497.81	N/A	N/A	\$37,171.29	No Bid	No Bid
Option 2 Annual 3- Year Amt.	\$70,675.66	\$72,810.88	\$74,079.11	\$76,214.26	\$67,320.90	No Bid	No Bid
Interest Rate	4.56%	4.56%	4.3%	4.3%	3.76%	No Bid	No Bid
Annual 4 Year Payment Amt.	\$53,906.05	\$55,537.00	\$56,737.09	\$58,369.57	\$51,300.14	No Bid	No Bid
Interest Rate	4.21%	4.21%	4.33%	4.33%	3.64%	No Bid	No Bid
Option 3 Lump Sum: Truck Chassis	\$120,870.00	\$120,870.00	\$128,908.00	\$128,908.00	\$113,000.00	\$110,129.00	\$110,129.00
Body and Equipment	\$81,641.00	\$87,780.00	\$81,641.00	\$87,780.00	\$81,641.00	\$81,641.00	\$87,780.00
Lump Sum Amount	\$202,511.00	\$208,650.00	\$210,549.00	\$216,688.00	\$194,641.00	\$191,770.00	\$197,909.00
Truck No. 2:							
Option 1 Annual Lease Amt.	\$70,364.74	\$72,497.81	N/A	N/A	\$37,171.29	No Bid	No Bid
Option 2 Annual 3- Year Payment Amt.	\$70,675.66	\$72,810.88	\$74,079.11	\$76,214.26	\$67,320.90	No Bid	No Bid

VENDORS	CIT Trucks, LLC (Monroe)	CIT Trucks, LLC (Bonnell)	JX Peterbilt (Monroe)	JX Peterbilt (Bonnell)	Lakeside International LLC.	TransChicago Truck Group (Monroe)	TransChicago Truck Group (Bonnell)
Interest Rate	4.56%	4.56%	4.3%	4.3%	3.76%	No Bid	No Bid
Annual 4-Year Payment Amt.	\$53,906.05	\$55,537.00	\$56,737.09	\$58,369.57	\$51,300.14	No Bid	No Bid
Interest Rate	4.21%	4.21%	4.33%	4.33%	3.64%	No Bid	No Bid
Option 3 Lump Sum- Truck Chassis	\$120,870.00	\$120,870.00	\$128,908.00	\$128,908.00	\$113,000.00	\$110,129.00	\$110,129.00
Body and Equipment	\$81,641.00	\$87,780.00	\$81,641.00	\$87,780.00	\$81,641.00	\$81,461.00	\$87,780.00
Lump Sum Amount	\$202,511.00	\$208,650.00	\$210,549.00	\$216,688.00	\$194,641.00	\$191,770.00	\$197,909.00
Truck No. 3:							
Option 1 Annual Lease Amt.	\$70,364.74	\$72,497.81	N/A	N/A	\$37,171.29	No Bid	No Bid
1030	\$70,675.66	\$72,810.88	\$74,079.11	\$76,214.26	\$67,320.90	No Bid	No Bid
Interest Rate	4.56%	4.56%	4.3%	4.3%	3.76%	No Bid	No Bid
Annual 4 Year Payment Amt.	\$53,906.05	\$55,537.00	\$56,737.09	\$58,369.57	\$51,300.14	No Bid	No Bid
Interest Rate	4.21%	4.21%	4.33%	4.33%	3.64%	No Bid	No Bid
Option 3 Lump Sum- Truck Chassis	\$120,870.00	\$120,870.00	\$128,908.00	\$128,908.00	\$113,000.00	\$110,129.00	\$110,129.00
Body and Equipment	\$81,641.00	\$87,780.00	\$81,641.00	\$87,780.00	\$81,641.00	\$81,461.00	\$87,780.00
Lump Sum Amount	\$202,511.00	\$208,650.00	\$210,549.00	\$216,688.00	\$194,641.00	\$191,770.00	\$197,909.00
Truck No. 4:							
Option 1 Annual Lease Amt.	\$68,407.84	\$69,725.07	N/A	N/A	\$36,095.72	No Bid	No Bid
Option 2 Annual 3- Year Payment Amt.	\$68,711.02	\$70,031.43	\$72,124.29	\$73,441.51	\$65,372.94	No Bid	No Bid

VENDORS	CIT Trucks, LLC (Monroe)	CIT Trucks, LLC (Bonnell)	JX Peterbilt (Monroe)	JX Peterbilt (Bonnell)	Lakeside International LLC.	TransChicago Truck Group (Monroe)	TransChicago Truck Group (Bonnell)
Interest Rate	4.56%	4.56%	4.3%	4.3%	3.76%	No Bid	No Bid
Annual 4 Year Payment Amt.	\$52,409.80	\$53,416.95	\$55,239.90	\$56,248.76	\$49,815.75	No Bid	No Bid
Interest Rate	4.21%	4.21%	4.33%	4.33%	3.64%	No Bid	No Bid
Option 3 Lump Sum- Truck Chassis	\$120,870.00	\$120,870.00	\$128,908.00	\$128,908.00	\$113,000.00	\$110,129.00	\$110,129.00
Body and Equipment	\$76,009.00	\$79,800.00	\$76,009.00	\$79,800.00	\$76,009.00	\$76,009.00	\$79,800.00
Lump Sum Amount	\$196,879.00	\$200,670.00	\$204,917.00	\$208,708.00	\$189,009.00	\$186,138.00	\$189,929.00
Truck No. 5:							
Option 1 Annual Lease Amt.	\$68,407.84	\$69,725.07	N/A	N/A	\$36,095.72	No Bid	No Bid
Option 2 Annual 3- Year Payment Amt.	\$68,711.02	\$70,031.43	\$72,124.29	\$73,441.51	\$65,372.94	No Bid	No Bid
Interest Rate	4.56%	4.56%	4.3%	4.3%	3.76%	No Bid	No Bid
Annual 4 Year Payment Amt.	\$52,409.80	\$53,416.95	\$55,239.90	\$56,248.76	\$49,815.75	No Bid	No Bid
Interest Rate	4.21%	4.21%	4.33%	4.33%	3.64%	No Bid	No Bid
Option 3 Lump Sum- Truck Chassis	\$120,870.00	\$120,870.00	\$128,908.00	\$128,908.00	\$113,000.00	\$110,129.00	\$110,129.00
Body and Equipment	\$76,009.00	\$79,800.00	\$76,009.00	\$79,800.00	\$76,009.00	\$76,009.00	\$79,800.00
Lump Sum Amount	\$196,879.00	\$200,670.00	\$204,917.00	\$208,708.00	\$189,009.00	\$186,138.00	\$189,929.00
Truck No. 6:							
Option 1 Annual Lease Amt.	\$68,407.84	\$69,725.07	N/A	N/A	\$36,095.72	No Bid	No Bid

VENDORS	CIT Trucks, LLC (Monroe)	CIT Trucks, LLC (Bonnell)	JX Peterbilt (Monroe)	JX Peterbilt (Bonnell)	Lakeside International LLC.	TransChicago Truck Group (Monroe)	TransChicago Truck Group (Bonnell)
Option 2 Annual 3- Year Payment Amt.	\$68,711.02	\$70,031.43	\$72,124.29	\$73,441.51	\$65,372.94	No Bid	No Bid
Interest Rate	4.56%	4.56%	4.3%	4.3%	3.76%	No Bid	No Bid
Annual 4 Year Payment Amt.	\$52,409.80	\$53,416.95	\$55,239.90	\$56,248.76	\$49,815.75	No Bid	No Bid
Interest Rate	4.21%	4.21%	4.33%	4.33%	3.64%	No Bid	No Bid
Option 3 Lump Sum- Truck Chassis	\$120,870.00	\$120,870.00	\$128,908.00	\$128,908.00	\$113,000.00	\$110,129.00	\$110,129.00
Body and Equipment	\$76,009.00	\$79,800.00	\$76,009.00	\$79,800.00	\$76,009.00	\$76,009.00	\$79,800.00
Lump Sum Amount	196,879.00	\$200,670.00	\$204,917.00	\$208,708.00	\$189,009.00	\$186,138.00	\$189,929.00
Additional Cost for 5 Year Warranties Per Truck-Total	\$2,605.00	\$2,605.00	\$2,486.00	\$2,486.00	-----	\$3,401.00	\$3,401.00
Engine	\$1,105.00	\$1,105.00	\$1085.00	\$1,085.00	Included- \$1050.00	\$2,450.00 w/After Treatment	\$2,450.00 with After Treatment
Power Train	N/A	N/A	N/A	N/A	N/A	N/A	N/A
After Treatment	\$650.00	\$650.00	\$550.00	\$550.00	Included- \$650.00	Included with Engine	Included with Engine
Transmission	\$850.00	\$850.00	\$851.00	\$851.00	Included- \$835.00	\$951.00	\$951.00
2019 Delivery Truck No. 7							
Option 1 Annual Lease Amt.	\$71,597.88	\$73,784.46	N/A	N/A	\$37,776.86	No Bid	No Bid
Option 2 Annual 3- Year Payment Amt.	\$71,908.78	\$74,100.65	\$74,790.36	\$76,976.93	\$68,417.66	No Bid	No Bid
Interest Rate	4.56%	4.56%	4.3%	4.3%	3.81%	No Bid	No Bid
Annual 4 Year Payment Amt.	\$54,848.91	\$56,520.78	\$57,329.74	\$58,952.08	\$52,135.90	No Bid	No Bid

VENDORS	CIT Trucks, LLC (Monroe)	CIT Trucks, LLC (Bonnell)	JX Peterbilt (Monroe)	JX Peterbilt (Bonnell)	Lakeside International LLC.	TransChicago Truck Group (Monroe)	TransChicago Truck Group (Bonnell)
Interest Rate	4.21%	4.21%	4.33%	4.33%	3.64%	No Bid	No Bid
Option 3 Lump Sum- Truck Chassis	\$122,378.00	\$122,378.00	\$128,908.00	\$128,908.00	\$114,130.00	\$111,629.00	\$111,629.00
Body and Equipment	\$83,682.00	\$89,975.00	\$83,682.00	\$89,975.00	\$83,682.00	\$83,682.00	\$89,975.00
Lump Sum Amount	\$206,060.00	\$212,353.00	\$212,590.00	\$218,883.00	\$197,812.00	\$195,311.00	\$201,604.00
Truck No. 8:							
Option 1 Annual Lease Amt.	\$71,597.88	\$73,784.46	N/A	N/A	\$37,776.86	No Bid	No Bid
Option 2 Annual 3- Year Payment Amt.	\$71,908.78	\$74,100.65	\$74,790.36	\$76,976.93	\$68,417.66	No Bid	No Bid
Interest Rate	4.56%	4.56%	4.3%	4.3%	3.81%	No Bid	No Bid
Annual 4 Year Payment Amt.	\$54,848.91	\$56,520.78	\$57,329.74	\$58,952.08	\$52,135.90	No Bid	No Bid
Interest Rate	4.21%	4.21%	4.33%	4.33%	3.64%	No Bid	No Bid
Option 3 Lump Sum- Truck Chassis	\$122,378.00	\$122,378.00	\$128,908.00	\$128,908.00	\$114,130.00	\$111,629.00	\$111,629.00
Body and Equipment	\$83,682.00	\$89,975.00	\$83,682.00	\$89,975.00	\$83,682.00	\$83,682.00	\$89,975.00
Lump Sum Amount	\$206,060.00	\$212,353.00	\$212,590.00	\$218,883.00	\$197,812.00	\$195,311.00	\$201,604.00
Truck No. 9:							
Option 1 Annual Lease Amt.	\$71,597.88	\$73,784.46	N/A	N/A	\$37,776.86	No Bid	No Bid
Option 2 Annual 3- Year Payment Amt.	\$71,908.78	\$74,100.65	\$74,790.36	\$76,976.93	\$68,417.66	No Bid	No Bid
Interest Rate	4.56%	4.56%	4.3%	4.3%	3.81%	No Bid	No Bid

VENDORS	CIT Trucks, LLC (Monroe)	CIT Trucks, LLC (Bonnell)	JX Peterbilt (Monroe)	JX Peterbilt (Bonnell)	Lakeside International LLC.	TransChicago Truck Group (Monroe)	TransChicago Truck Group (Bonnell)
Annual 4 Year Payment Amt.	\$54,848.91	\$56,520.78	\$57,329.74	\$58,952.08	\$52,135.90	No Bid	No Bid
Interest Rate	4.21%	4.21%	4.33%	4.33%	3.64%	No Bid	No Bid
Option 3 Lump Sum- Truck Chassis	\$122,378.00	\$122,378.00	\$128,908.00	\$128,908.00	\$114,130.00	\$111,629.00	\$111,629.00
Body and Equipment	\$83,682.00	\$89,975.00	\$83,682.00	\$89,975.00	\$83,682.00	\$83,682.00	\$89,975.00
Lump Sum Amount	\$206,060.00	\$212,353.00	\$212,590.00	\$218,883.00	\$197,812.00	\$195,311.00	\$201,604.00
Truck No. 10:							
Option 1 Annual Lease Amt.	\$69,591.99	\$70,942.22	N/A	N/A	\$36,681.29	No Bid	No Bid
Option 2 Annual 3- Year Payment Amt.	\$69,898.03	\$71,251.53	\$72,784.46	\$74,134.70	\$66,420.94	No Bid	No Bid
Interest Rate	4.56%	4.56%	4.3%	4.3%	3.81%	No Bid	No Bid
Annual 4 Year Payment Amt.	\$53,315.20	\$54,347.59	\$55,745.52	\$56,779.67	\$50,614.35	No Bid	No Bid
Interest Rate	4.21%	4.21%	4.33%	4.33%	3.64%	No Bid	No Bid
Option 3 Lump Sum- Truck Chassis	\$122,378.00	\$122,378.00	\$128,908.00	\$128,908.00	\$114,130.00	\$111,629.00	\$111,629.00
Body and Equipment	\$77,909.00	\$81,795.00	\$77,909.00	\$81,795.00	\$77,909.00	\$77,909.00	\$81,795.00
Lump Sum Amount	\$200,287.00	\$204,173.00	\$206,817.00	\$210,703.00	\$192,039.00	\$189,538.00	\$193,424.00
Truck No. 11:							
Option 1 Annual Lease Amt.	\$69,591.99	\$70,942.22	N/A	N/A	\$36,681.29	No Bid	No Bid
Option 2 Annual 3- Year Payment Amt.	\$69,898.03	\$71,251.53	\$72,784.46	\$74,134.70	\$66,420.94	No Bid	No Bid

VENDORS	CIT Trucks, LLC (Monroe)	CIT Trucks, LLC (Bonnell)	JX Peterbilt (Monroe)	JX Peterbilt (Bonnell)	Lakeside International LLC.	TransChicago Truck Group (Monroe)	TransChicago Truck Group (Bonnell)
Interest Rate	4.56%	4.56%	4.3%	4.3%	3.81%	No Bid	No Bid
Annual 4 Year Payment Amt.	\$53,315.20	\$54,347.59	\$55,745.52	\$56,779.67	\$50,614.35	No Bid	No Bid
Interest Rate	4.21%	4.21%	4.33%	4.33%	3.64%	No Bid	No Bid
Option 3 Lump Sum- Truck Chassis	\$122,378.00.	\$122,378.00	\$128,908.00	\$128,908.00	\$114,130.00	\$111,629.00	\$111,629.00
Body and Equipment	\$77,909.00	\$81,795.00	\$77,909.00	\$81,795.00	\$77,909.00	\$77,909.00	\$81,795.00
Lump Sum Amount	\$200,287.00	\$204,173.00	\$206,817.00	\$210,703.00	\$192,039.00	\$189,538.00	\$193,424.00
Truck No. 12:							
Option 1 Annual Lease Amt.	\$69,591.99	\$70,942.22	N/A	N/A	\$36,681.29	No Bid	No Bid
Option 2 Annual 3- Year Payment Amt.	\$69,898.03	\$71,251.53	\$72,784.46	\$74,134.70	\$66,420.94	No Bid	No Bid
Interest Rate	4.56%	4.56%	4.3%	4.3%	3.81%	No Bid	No Bid
Annual 4 Year Payment Amt.	\$53,315.20	\$54,347.59	\$55,745.52	\$56,779.67	\$50,614.35	No Bid	No Bid
Interest Rate	4.21%	4.21%	4.33%	4.33%	3.64%	No Bid	No Bid
Option 3 Lump Sum- Truck Chassis	\$122,378.00	\$122,378.00	\$128,908.00	\$128,908.00	\$114,130.00	\$111,629.00	\$111,629.00
Body and Equipment	\$77,909.00	\$81,795.00	\$77,909.00	\$81,795.00	\$77,909.00	\$77,909.00	\$81,795.00
Lump Sum Amount	\$200,287.00	\$204,173.00	\$206,817.00	\$210,703.00	\$192,039.00	\$189,538.00	\$193,424.00
Additional Cost for 5 Year Warranties Per Truck-Total	\$2,605.00	\$2,605.00	\$2,486.00	\$2,486.00	-----	\$3,401.00	\$3,401.00
Engine	\$1,105.00	\$1,105.00	\$1,085.00	\$1,085.00	Included- \$1050.00	\$2,450.00 w/After Treatment	\$2,450.00 With After Treatment

VENDORS	CIT Trucks, LLC (Monroe)	CIT Trucks, LLC (Bonnell)	JX Peterbilt (Monroe)	JX Peterbilt (Bonnell)	Lakeside International LLC.	TransChicago Truck Group (Monroe)	TransChicago Truck Group (Bonnell)
Power Train	N/A	N/A	N/A	N/A	N/A	N/A	N/A
After Treatment	\$650.00	\$650.00	\$550.00	\$550.00	Included-\$650.00	Included with Engine	Included with Engine
Transmission	\$850.00	\$850.00	\$851.00	\$851.00	Included-\$835.00	\$951.00	\$951.00

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

18-CR-

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

**RESOLUTION AUTHORIZING A PROFESSIONAL ENGINEERING SERVICES AGREEMENT
WITH WILLETT HOFMANN & ASSOCIATES TO PROVIDE PLANS AND SPECIFICATIONS FOR
THE REABILITATION OF WELL #1 WINNEBAGO WATER DISTRICT WELLHOUSE
(SECTION 18-00656-00-MG)**

WHEREAS, as per resolution of the County Board of the County of Winnebago, Illinois, Resolution 12-007, dated the 12th day of January 2012, the County Board created a waterworks system pursuant to the authority granted in Section 5-15001 of the Illinois Counties Code, 55 ILCS 5/5-15001 hereinafter referred to as the WATER DISTRICT; and

WHEREAS, Winnebago County by prior action of the County Board, caused to be purchased, erected and planned a water system composed of an elevated water tank, building, wells, pumping equipment and water mains to service the general environs of the area of Interstate I-39 and Baxter Road; and

WHEREAS, in the spring of 2017 a second well was completed to comply with requirements of the Illinois Environmental Protection Agency (IEPA) for public water supply systems in that a back-up well needs to be included as part of the water system; and

WHEREAS, the pump in Well #1 was installed in 2007 and generally pumps need to be pulled every eight to ten years for maintenance; and

WHEREAS, with the completion of Well #2, Well #1 can now be pulled for maintenance as there is a back-up; and

WHEREAS, Willett Hofmann & Associates, Inc. has agreed to provide design engineering services to provide construction documents to pull and rehab Well #1 for not to exceed fee of \$6,958.04; and

WHEREAS, it would be in the public interest to enter into the attached Agreement to provide Professional Engineering Services for the maintenance of Well #1 of the WATER DISTRICT.

NOW THEREFORE BE IT RESOLVED by the County Board of the County of Winnebago, Illinois that the County Board Chairman is authorized to execute on behalf of the County of Winnebago the attached Agreement in substantially the form attached hereto.

BE IT FURTHER RESOLVED that the Agreement entered into shall not become effective and binding unless and until both parties have executed the same.

BE IT FURTHER RESOLVED that the 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 County Engineer.

**Respectfully submitted,
PUBLIC WORKS COMMITTEE**

AGREE

DISAGREE

Dave Kelley, Chairman

Dave Kelley, Chairman

Burt Gerl

Burt Gerl

Dave Boomer

Dave Boomer

Dave Tassoni

Dave Tassoni

Jim Webster

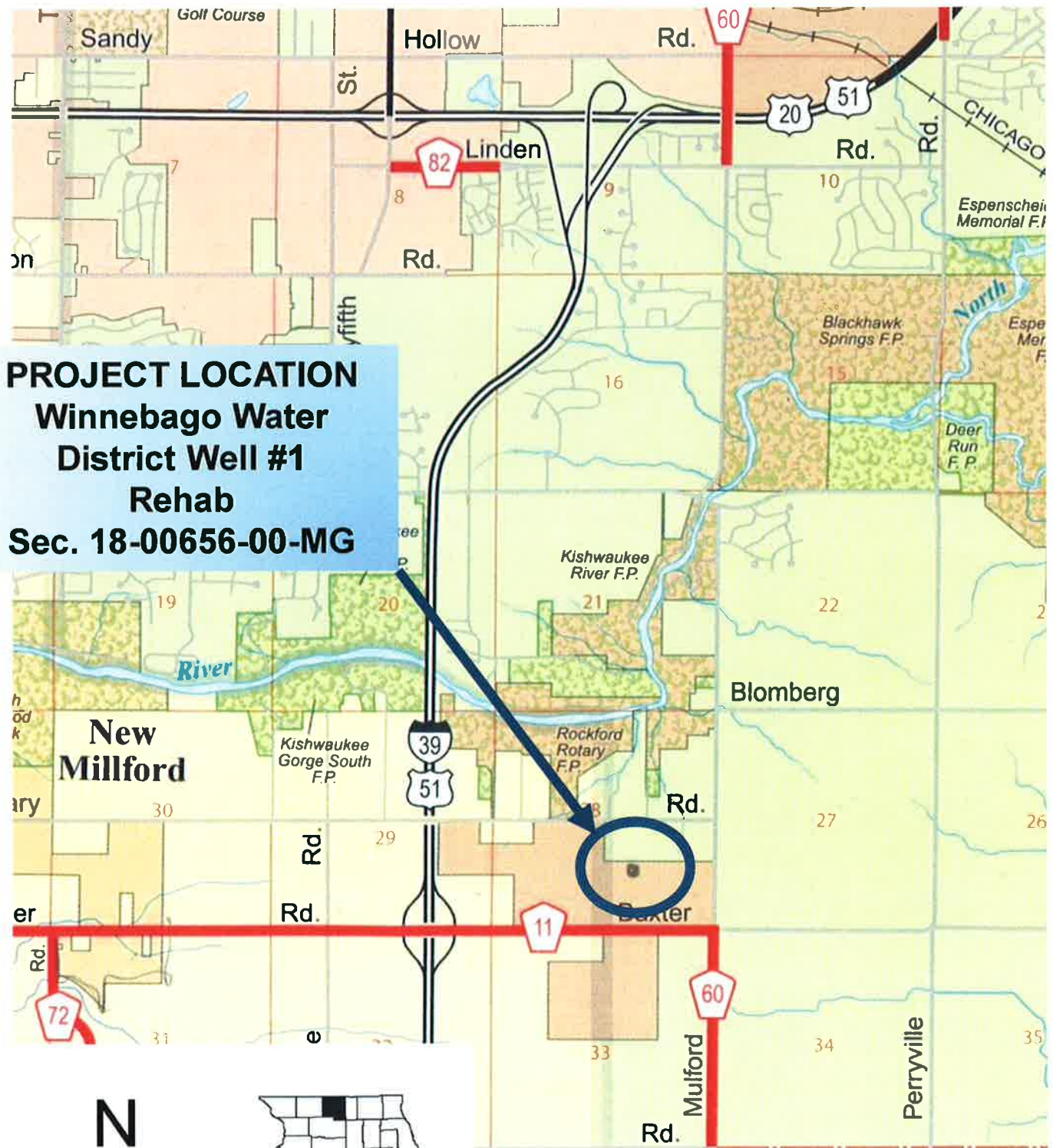
Jim Webster

The above and foregoing Resolution was adopted by the County Board of the County of Winnebago, Illinois
this ____ day of _____, 2018.

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

ATTEST:

Tiana McCall, Clerk of the
County Board of the
County of Winnebago, Illinois



PROJECT LOCATION
Winnebago Water
District Well #1
Rehab
Sec. 18-00656-00-MG



Location Map

Municipality	L O C A L A G E N C Y	Engineering Services Agreement	C O N S U L T A N T	Name
Township				Willett, Hofmann & Associates, Inc.
County				Address
Section				57 Airport Drive
Winnebago				City
				Rockford
				State
				Illinois

THIS AGREEMENT is made and entered into this _____ day of _____, 2018 between the above, Local Agency (LA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the improvement of the above SECTION. Motor Fuel Tax Funds, allotted to the LA by the State of Illinois under the general supervision of the State Department of Transportation, hereinafter called the "DEPARTMENT", will be used entirely or in part to finance ENGINEERING services as described under AGREEMENT PROVISIONS.

Section Description

Name Winnebago County Water District - Well #1 Pump Replacement/Rehabilitation

Route _____ Length _____ Mi. _____ FT Structure No. N/A
(Existing)

Termini _____

Description:

This project is for design and bidding services for the replacement/rehabilitation of Well #1 pumps. This agreement along with Exhibits A, B, C, & D are also made part of this agreement.

Agreement Provisions

The Engineer Agrees,

TO PERFORM THE ENGINEERING SERVICES PER ATTACHED SPECIAL PROVISIONS, WHICH ARE ATTACHED HERETO AND INCORPORATED HEREIN AS EXHIBIT A

1. ~~To perform or be responsible for the performance of the following engineering services for the LA, in connection with the proposed improvements herein before described, and checked below:~~
 - ~~a. ☐ Make such detailed surveys as are necessary for the preparation of detailed roadway plans~~
 - ~~b. ☐ Make stream and flood plain hydraulic surveys and gather high water data, and flood histories for the preparation of detailed bridge plans.~~
 - ~~c. ☐ Make or cause to be made such soil surveys or subsurface investigations including borings and soil profiles and analyses thereof as may be required to furnish sufficient data for the design of the proposed improvement. Such investigations are to be made in accordance with the current requirements of the DEPARTMENT.~~
 - ~~d. ☐ Make or cause to be made such traffic studies and counts and special intersection studies as may be required to furnish sufficient data for the design of the proposed improvement.~~
 - ~~e. ☐ Prepare Army Corps of Engineers Permit, Department of Natural Resources Office of Water Resources Permit, Bridge waterway sketch, and/or Channel Change sketch, Utility plan and locations, and Railroad Crossing work agreements.~~
 - ~~f. ☐ Prepare Preliminary Bridge design and Hydraulic Report, (including economic analysis of bridge or culvert types) and high water effects on roadway overflows and bridge approaches.~~
 - ~~g. ☐ Make complete general and detailed plans, special provisions, proposals and estimates of cost and furnish the LA with five (5) copies of the plans, special provisions, proposals and estimates. Additional copies of any or all documents, if required, shall be furnished to the LA by the ENGINEER at his actual cost for reproduction.~~
 - ~~h. ☐ Furnish the LA with survey and drafts in quadruplicate of all necessary right-of-way dedications, construction easement and borrow pit and channel change agreements including prints of the corresponding plats and staking as required.~~

Note: Four copies to be submitted to the Regional Engineer

- i. ☐ Assist the LA in the tabulation and interpretation of the contractors' proposals
- j. ☐ Prepare the necessary environmental documents in accordance with the procedures adopted by the _____ DEPARTMENT's Bureau of Local Roads & Streets.
- k. ☐ Prepare the Project Development Report when required by the DEPARTMENT.

(2) That all reports, plans, plats and special provisions to be furnished by the ENGINEER pursuant to the AGREEMENT, will be in accordance with current standard specifications and policies of the DEPARTMENT. It is being understood that all such reports, plats, plans and drafts shall, before being finally accepted, be subject to approval by the LA and the DEPARTMENT.

(3) To attend conferences at any reasonable time when requested to do so by representatives of the LA or the Department.

(4) In the event plans or surveys are found to be in error during construction of the SECTION and revisions of the plans or survey corrections are necessary, the ENGINEER agrees that he will perform such work without expense to the LA, even though final payment has been received by him. He shall give immediate attention to these changes so there will be a minimum delay to the Contractor.

(5) That basic survey notes and sketches, charts, computations and other data prepared or obtained by the Engineer pursuant to this AGREEMENT will be made available, upon request, to the LA or the DEPARTMENT without cost and without restriction or limitations as to their use.

(6) That all plans and other documents furnished by the ENGINEER pursuant to this AGREEMENT will be endorsed by him and will show his professional seal where such is required by law.

The LA Agrees,

TO PAY THE ENGINEER AS COMPENSATION FOR ALL SERVICES PER ATTACHED SPECIAL PROVISIONS, WHICH ARE ATTACHED HERETO AND INCORPORATED HEREIN AS EXHIBIT A

1. To pay the ENGINEER as compensation for all services performed as stipulated in paragraphs 1a, 1g, 1i, 2, 3, 5 and 6 in accordance with one of the following methods indicated by a check mark:

- a. ☐ A sum of money equal to _____ percent of the awarded contract cost of the proposed improvement as approved by the DEPARTMENT.
- b. ☐ A sum of money equal to the percent of the awarded contract cost for the proposed improvement as approved by the DEPARTMENT based on the following schedule:

Schedule for Percentages Based on Awarded Contract Cost

<u>Awarded Cost</u>	<u>Percentage Fees</u>	
Under \$50,000	_____	(see note)
	_____	%
	_____	%
	_____	%
	_____	%
	_____	%

_____ Note: Not necessarily a percentage. Could use per diem, cost-plus or lump sum.

2. To pay for services stipulated in paragraphs 1b, 1c, 1d, 1e, 1f, 1h, 1j & 1k of the ENGINEER AGREES at actual cost of performing such work plus _____ percent to cover profit, overhead and readiness to serve "actual cost" being defined

- ~~as material cost plus payrolls, insurance, social security and retirement deductions. Traveling and other out-of-pocket expenses will be reimbursed to the ENGINEER at his actual cost. Subject to the approval of the LA, the ENGINEER may sublet all or part of the services provided under the paragraph 1b, 1c, 1d, 1e, 1f, 1h, 1j & 1k. If the ENGINEER sublets all or part of this work, the LA will pay the cost to the ENGINEER plus a five (5) percent service charge.~~
- ~~"Cost to Engineer" to be verified by furnishing the LA and the DEPARTMENT copies of invoices from the party doing the work. The classifications of the employees used in the work should be consistent with the employee classifications for the services performed. If the personnel of the firm, including the Principal Engineer, perform routine services that should normally be performed by lesser-salaried personnel, the wage rate billed for such services shall be commensurate with the work performed.~~
3. That payments due the ENGINEER for services rendered in accordance with this AGREEMENT will be made as soon as practicable after the services have been performed in accordance with the following schedule:
- ~~a. Upon completion of detailed plans, special provisions, proposals and estimate of cost being the work required by paragraphs 1a through 1g under THE ENGINEER AGREES to the satisfaction of the LA and their approval by the DEPARTMENT, 90 percent of the total fee due under this AGREEMENT based on the approved estimate of cost.~~
 - ~~b. Upon award of the contract for the improvement by the LA and its approval by the DEPARTMENT, 100 percent of the total fee due under the AGREEMENT based on the awarded contract cost, less any amounts paid under "a" above.~~
- ~~By Mutual agreement, partial payments, not to exceed 90 percent of the amount earned, may be made from time to time as the work progresses.~~
4. That, should the improvement be abandoned at any time after the ENGINEER has performed any part of the services provided for in paragraphs 1a, through 1h and prior to the completion of such services, the LA shall reimburse the ENGINEER for his actual costs plus _____ percent incurred up to the time he is notified in writing of such abandonment "actual cost" being defined as in paragraph 2 of THE LA AGREES.
5. That, should the LA require changes in any of the detailed plans, specifications or estimates except for those required pursuant to paragraph 4 of THE ENGINEER AGREES, after they have been approved by the DEPARTMENT, the LA will pay the ENGINEER for such changes on the basis of actual cost plus _____ percent to cover profit, overhead and readiness to serve "actual cost" being defined as in paragraph 2 of THE LA AGREES. It is understood that "changes" as used in this paragraph shall in no way relieve the ENGINEER of his responsibility to prepare a complete and adequate set of plans and specifications.

It is Mutually Agreed,

1. That any difference between the ENGINEER and the LA concerning their interpretation of the provisions of this Agreement shall be referred to a committee of disinterested parties consisting of one member appointed by the ENGINEER, one member appointed by the LA and a third member appointed by the two other members for disposition and that the committee's decision shall be final.
2. This AGREEMENT may be terminated by the LA upon giving notice in writing to the ENGINEER at his last known post office address. Upon such termination, the ENGINEER shall cause to be delivered to the LA all surveys, permits, agreements, preliminary bridge design & hydraulic report, drawings, specifications, partial and completed estimates and data, if any from traffic studies and soil survey and subsurface investigations with the understanding that all such material becomes the property of the LA. The ENGINEER shall be paid for any services completed and any services partially completed in accordance with Section 4 of THE LA AGREES.
3. That if the contract for construction has not been awarded one year after the acceptance of the plans by the LA and their approval by the DEPARTMENT, the LA will pay the ENGINEER the balance of the engineering fee due to make 100 percent of the total fees due under this AGREEMENT, based on the estimate of cost as prepared by the ENGINEER and approved by the LA and the DEPARTMENT.
4. That the ENGINEER warrants that he/she has not employed or retained any company or person, other than a bona fide employee working solely for the ENGINEER, to solicit or secure this contract, and that he/she has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the ENGINEER, any fee, commission, percentage, brokerage fee, gifts or any other consideration, contingent upon or resulting from the award or making of this contract. For Breach or violation of this warranty the LA shall have the right to annul this contract without liability.

IN WITNESS WHEREOF, the parties have caused the AGREEMENT to be executed in quadruplicate counterparts, each of which shall be considered as an original by their duly authorized officers.

Executed by the LA:

Winnebago County Highway Department of the
(Municipality/Township/County)

ATTEST: State of Illinois, acting by and through its

By _____
Clerk By _____
(Seal) Title _____

Executed by the ENGINEER:

Willett, Hofmann & Associates, Inc.

57 Airport Drive

Rockford, IL 61109

ATTEST:

By 
Thomas W. Houck, A.I.A., P.E., LEED AP BD+C
Secretary



By 
Ronald J. Steenken, P.E., S.E.
President & General Manager

Approved

Date
Department of Transportation

Regional Engineer



WILLETT HOFMANN

& A S S O C I A T E S I N C

ENGINEERING ARCHITECTURE LAND SURVEYING

52 Airport Drive
Rockford, IL 61109

February 16, 2018

EXHIBIT A

Special Provisions

Pages 1-2 of 2

Project:	Replacement/Rehabilitation Well #1 Pumps
County:	Winnebago

EXHIBIT A

Special Provisions

Paragraphs 1, 2, 3, 4, 5, & 6 of the "Engineer Agrees" portion of this agreement is/are amended to include the following Scope of Services:

The Scope of Services to prepare specifications and bid the replacement of the Well Pump and Jockey Pump for Well #1 are as follows:

1. Prepare the bidding and contract documents and specifications for the replacement/rehabilitation of the Well #1 submersible pump and replacement of the recirculation pump.
2. Resize the recirculation pump.
3. 1 Design meeting with WCWD to review specifications and set bidding schedule.
4. Answer contractor questions and issue addenda if necessary.
5. Conduct bid opening.
6. Prepare award recommendation letter.
7. Prepare contracts documents and send them to contractor or execution.

Not included in the Scope of Services:

1. IEPA Permit Application which we don't think is necessary, except possibly for upsizing the recirculating pump if a redesign is necessary.
2. We are assuming the resized recirculation pump will fit in the same location as the existing, if it doesn't we may need to prepare drawings for bidding.
3. Conduct pre-construction meeting.
4. Construction observation.
5. Construction administrative services.
6. Advertisement fees.

Paragraphs 1, 2, 3, 4, & 5 of the "LA Agrees" portion of this agreement is/are amended to include the following agreement(s) of the parties:

The LA Agrees,

1. To pay the ENGINEER as compensation for all services rendered in accordance with this AGREEMENT, on the basis of ☒ cost plus fixed fee or ☐ specific rate. The total compensation for this shall not exceed \$6,958.04. The provisional rate for fringe benefit and overhead for the actual cost plus fixed fee method of payment as shown above has been audited and determined by the DEPARTMENT and is in effect. Materials, traveling and other out-of-pocket expense will be reimbursed to the ENGINEER at his actual cost.

Cost Plus Fixed Fee (CPFF) is defined as below: Using IDOT Form BDE 3608

Method of Compensation = DL + OH + IHDC + FF + ODC + SBO

DL = Direct Labor (Column B in Cost Estimate of Consultant Services (CECS))

Winnebago County Highway/Water District
Replacement/Rehabilitation Well #1 Pumps

OH = Firm's Approved Overhead Rate times DL (Column C in CECS)

IHDC = In House Direct Costs (Column D in CECS)

FF = Fixed Fee $(0.37(1.0 + R))$ times DL (Column E in CECS)

ODC = Outside Direct Cost (Column F in CECS)

SBO = Services by Others (Column G in CECS)

R = Complexity Factor (0 for this Project)

Average hourly rates for each classification have been used to establish the total agreement cost above, see Exhibit B. During invoicing the actual payroll rate of the employee performing the work will be used. Actual Payroll Rates shall be within the ranges on the attached table, see Exhibit B.

2. That payments due the ENGINEER for services rendered pursuant to this AGREEMENT will be made as soon as practicable after the services have been performed, in accordance with the following schedule:

Monthly during the course of surveys and preparation of plans and estimate of cost, payments equal to 90% of an amount arrived at as provided in paragraph 1.0 above but based on the work performed to date. The maximum retainage shall not exceed 5.0% of the maximum fee as identified in Exhibit B. From the partial payments thus computed each month, there shall be deducted all previous partial fee payments made to the ENGINEER.

3. That, should the improvement be abandoned at any time after the ENGINEER has performed any part of the services provided for under "Engineers Agrees" and prior to the completion of such services, the LA shall reimburse the ENGINEER as compensation for all services performed up to the time he is notified in writing of such abandonment at the hourly rates stipulated in Exhibit B for personnel assigned to this SECTION as payment in full to the ENGINEER for the actual time spent in providing these services the hourly rates to include profit, overhead, readiness to serve, insurance, social security and retirement deductions. Materials, traveling and other out-of-pocket expense will be reimbursed to the ENGINEER at his actual cost.
4. That, should the LA require changes in any of the detailed plans, specifications, estimates, or project report after they have been approved, the LA will pay the ENGINEER for such changes in accordance with paragraph 1 above. It is understood that "changes" as used in this paragraph shall in no way relieve the ENGINEER of his responsibility to prepare a complete and adequate set of plans.
5. To assist the ENGINEER by placing at his disposal all available information pertinent to the site of the project including previous reports and any other data relative to design and construction of the project.
6. To guarantee access to and make all provisions for the ENGINEER to enter upon public and private lands as required for the ENGINEER to perform his work under this AGREEMENT.
7. To furnish the ENGINEER with a description of and the names of Owners and lien holders of property adjacent to the proposed improvement where such data is needed for the preparation of plans and/or right of way or easement plats.



WILLET HOFMANN

& A S S O C I A T E S I N C

ENGINEERING ARCHITECTURE LAND SURVEYING

52 Airport Drive
Rockford, IL 61109

February 16, 2018

EXHIBIT B

Cost Estimate of Consultant Services

Page 1-1 of 1

Project:	Replacement/Rehabilitation of Well #1 Pumps
County:	Winnebago

EXHIBIT B

BLR 05610 (Rev. 9)
Modified

Cost Estimate of
Consultant Services
Exhibit B

Firm: Willett, Hofmann & Associates, Inc.
 Route: Replacement/Rehabilitation Well #1 Pumps
 Section:
 County: Winnebago
 Job No.:
 Project No.:
 Type of Funding:
 Exist Str No: N.A.

Date February 16, 2018

*Firm's approved rates on file with IDOT's

Bureau of Accounting and Auditing:

Overhead Rate (OH): 148.06%

Complexity Factor (R): 0

Calendar Days: 365

Method of Compensation
 Cost Plus fixed Fee 1
 Cost Plus Fixed Fee 2
 Cost Plus Fixed Fee 3
 Direct Labor Multiple
 Specific Rate
 Lump Sum

	14.5%[DL + R(DL) + OH(DL) + IHDC]
	14.5%[DL + R(DL) + 1.4(DL) + IHDC]
X	14.5%[(2.3 + R)DL + IHDC]
	[(2.8 + R)DL] +IHDC

Sheet: 1 of 1

Item	Man Hours	Average Hourly Rate	Payroll Costs (DL)	Overhead (OH) *	Services By Others	InHouse Direct Costs (IHDC)	Fixed Fee	Total (C)+(D)+(E)+ (F)+(G)	% of Grand Total
	(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)	(I)
Project Management	4.0	\$55.68	\$222.72	\$329.76			\$74.28	\$626.76	9.0%
Contract Documents and Specifications	40.0	\$41.25	\$1,650.00	\$2,442.99			\$550.28	\$4,643.27	66.7%
Bidding and Award	16.0	\$37.49	\$599.84	\$888.12			\$200.05	\$1,688.01	24.3%
TOTAL =	60.0		\$2,472.56	\$3,660.87	\$0.00	\$0.00	\$824.61	\$6,958.04	100.0%



WILLETT HOEMANN

& A S S O C I A T E S I N C

ENGINEERING ARCHITECTURE LAND SURVEYING

52 Airport Drive
Rockford, IL 61109

February 16, 2018

EXHIBIT C

Average Hourly Project Rates

Page 1-1 of 1

Project:	Replacement/Rehabilitation of Well #1 Pumps
County:	Winnebago

EXHIBIT C

BLR 05610 (Rev. 9)
Modified

Illinois Department of Transportation

Average Hourly Project Rates

Firm: Willett, Hofmann & Associates, Inc.
 Route: Replacement/Rehabilitation Well #1 Pumps
 Section: 0
 County: Winnebago
 Job No.: 0
 Project No.: 0
 Type of Funding: 0
 Exist Str No: N.A.

Date: February 16, 2018
 Sheet: 1 of 1

Payroll Classification	Avg. Hourly Rates	Project Management			Contract Documents and Specifications			Bidding and Award					
		Hours	% Part.	Wgtd. Rate	Hours	% Part.	Wgtd. Rate	Hours	% Part.	Wgtd. Rate	Hours	% Part.	Wgtd. Rate
Principal Engineering Manager	\$55.68	4.0	100.00%	\$55.68	8.0	20.00%	\$11.14	4.0	25.00%	\$13.92		0.00%	\$0.00
Engineering Manager	\$52.37		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00
Civil Engineer IV	\$43.70		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00
Civil Engineer III	\$36.85		0.00%	\$0.00	24.0	60.00%	\$22.11	8.0	50.00%	\$18.43		0.00%	\$0.00
Civil Engineering Intern II	\$29.48		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00
Civil Engineering Intern I	\$27.20		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00
Principal Architectural Manager	\$49.85		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00
Architect IV	\$45.32		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00
Architect III	\$38.12		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00
Architectural Intern II	\$36.05		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00
Architectural Intern I	\$31.93		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00
Prof. Land Surveyor Manager	\$42.15		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00
Prof. Land Surveyor IV	\$32.96		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00
Prof. Land Surveyor III	\$26.72		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00
Prof. Land Surveyor (SIT) II	\$25.75		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00
Prof. Land Surveyor (SIT) I	\$23.69		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00
Technician IV	\$29.72		0.00%	\$0.00	8.0	20.00%	\$5.94		0.00%	\$0.00		0.00%	\$0.00
Technician III	\$23.61		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00
Technician II	\$22.47		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00
Technician I	\$20.60		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00
Survey Worker Foreman	\$27.04		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00
Survey Worker	\$25.53		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00		0.00%	\$0.00
Administrative Assistant	\$20.56		0.00%	\$0.00	4.0	10.00%	\$2.06	4.0	25.00%	\$5.14		0.00%	\$0.00
TOTALS:		4.0	100.00%	\$55.68	40.0	110.00%	\$41.25	16.0	100.00%	\$37.49	0.0	0.00%	\$0.00



WILLETT HOFMANN

& A S S O C I A T E S I N C

ENGINEERING ARCHITECTURE LAND SURVEYING

52 Airport Drive
Rockford, IL 61109

February 16, 2018

EXHIBIT D

Average Hourly Rates per Classification

Page 1-1 of 1

Project:	Replacement/Rehabilitation of Well #1 Pumps
County:	Winnebago



WILLETTS HOFMANN
 & ASSOCIATES INC
 ENGINEERING ARCHITECTURE LAND SURVEYING

AVERAGE HOURLY RATES PER CLASSIFICATION

EXHIBIT D

PAYROLL RATES

FIRM NAME	Willetts, Hofmann & Associates, Inc.		DATE 4/2/2017 - 3/31/2018
PRIME/SUPPLEMENT	Prime		
ESCALATION RATE			3.00%
CLASSIFICATION		Projected Average Hourly Rates During Term of Phase I Contract	
		Current Rates	Escalated Rate
Principal Engineering Manager		\$54.06	\$55.68
Engineering Manager		\$50.84	\$52.37
Civil Engineer IV		\$42.43	\$43.70
Civil Engineer III		\$35.78	\$36.85
Civil Engineering Intern II		\$28.62	\$29.48
Civil Engineering Intern I		\$26.41	\$27.20
Principal Architectural Manager		\$48.40	\$49.85
Architect IV		\$44.00	\$45.32
Architect III		\$37.01	\$38.12
Architectural Intern II		\$35.00	\$36.05
Architectural Intern I		\$31.00	\$31.93
Prof. Land Surveyor Manager		\$40.92	\$42.15
Prof. Land Surveyor IV		\$32.00	\$32.96
Prof. Land Surveyor III		\$25.94	\$26.72
Prof. Land Surveyor (SIT) II		\$25.00	\$25.75
Prof. Land Surveyor (SIT) I		\$23.00	\$23.69
Technician IV		\$28.85	\$29.72
Technician III		\$22.92	\$23.61
Technician II		\$21.82	\$22.47
Technician I		\$20.00	\$20.60
Survey Worker Foreman		\$26.25	\$27.04
Survey Worker		\$24.79	\$25.53
Administrative Assistant		\$19.96	\$20.56

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

18-CR-

Sponsored by: Dave Kelley
Submitted by: Public Works Committee

**RESOLUTION AUTHORIZING THE APPROPRIATION OF MFT FUNDS
FOR THE MAINTENANCE OF COUNTY HIGHWAYS**

WHEREAS Winnebago County Highways need to be maintained and kept in proper repair on an annual basis; and

WHEREAS \$4,809,435.00 (four million eight-hundred and nine thousand four-hundred thirty five dollars) needs to be appropriated from Motor Fuel Tax funds to pay for the maintenance and repairs of Winnebago County Highways; and

WHEREAS it is in the public interest to appropriate the needed MFT funds.

NOW, THEREFORE BE IT RESOLVED, by the County Board of the County of Winnebago, Illinois that the County Board Chairman is authorized to appropriate from the Motor Fuel Tax fund the sum of \$4,809,435.00 (four million eight-hundred and nine thousand four-hundred thirty five dollars) to pay for maintenance and repairs of Winnebago County Highways as outlined on the "County Maintenance Resolution" in the form as substantially attached here to.

BE IT FURTHER RESOLVED that the 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 a certified copy of this Resolution to the County Engineer, Treasurer and Auditor.

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 _____, 2018.

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

ATTESTED BY:

TIANA McCALL
CLERK OF THE COUNTY BOARD
OF THE COUNTY OF WINNEBAGO, ILLINOIS



Resolution for Maintenance
Under the Illinois Highway Code



Resolution Number	Resolution Type	Section Number
18-004	Original	2018 General County Letting

BE IT RESOLVED, by the Board of the County of
Governing Body Type Local Public Agency Type
Winnebago Illinois that there is hereby appropriated the sum of \$4,809,435.00
Name of Local Public Agency
four million eight-hundred and nine thousand four-hundred thirty five Dollars (\$4,809,435.00)
of Motor Fuel Tax funds for the purpose of maintaining streets and highways under the applicable provisions of Illinois Highway Code from
04/01/18 to 03/31/19
Beginning Date Ending Date

BE IT FURTHER RESOLVED, that only those operations as listed and described on the approved Estimate of Maintenance Costs, including supplemental or revised estimates approved in connection with this resolution, are eligible for maintenance with Motor Fuel Tax funds during the period as specified above.

BE IT FURTHER RESOLVED, that County of Winnebago
Local Public Agency Type Name of Local Public Agency
shall submit within three months after the end of the maintenance period as stated above, to the Department of Transportation, on forms available from the Department, a certified statement showing expenditures and the balances remaining in the funds authorized for expenditure by the Department under this appropriation, and

BE IT FURTHER RESOLVED, that the Clerk is hereby directed to transmit four (4) certified originals of this resolution to the district office of the Department of Transportation.

I Tiana McCall County Clerk in and for said County
Name of Clerk Local Public Agency Type Local Public Agency Type
of Winnebago in the State of Illinois, and keeper of the records and files thereof, as
Name of Local Public Agency
provided by statute, do hereby certify the foregoing to be a true, perfect and complete copy of a resolution adopted by the

Board of Winnebago at a meeting held on 03/22/18
Governing Body Type Name of Local Public Agency Date
IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this Day day of Month, Year

(SEAL)

Clerk Signature

--

APPROVED

Regional Engineer
Department of Transportation

Date

--	--

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

18-CR-

Sponsored by: Dave Kelley
Submitted by: Public Works Committee

AWARD OF BID FOR THE 2018 COUNTY GENERAL LETTING

We, your Public Works Committee, report that bids were received on March 19, 2018 for materials to be used by the County Highway Department as shown on the attached bid tabulation. We recommend that the award, upon approval from IDOT, be made to the responsible low bidders as follows:

Group A – Culvert Pipes, Connecting Bands and Flared End Sections:
Metal Culverts

Group B – Bituminous Materials S.C. (HFP):
Flint Hills Resource

Group D– Bituminous Materials S.C (HFE-90):
Flint Hills Resource

Group H – UPM Patch. Mixture:
William Charles Construction

Group S – Traffic Control:
Decker Supply Co.

Group V – Sign Post & Supplies:
Decker Supply Co

Group W – Sign Materials:
MD Solutions

Group X – Silt Fence:
Contech Engineered Solutions

Group XX – Geotechnical Fabric:
Contech Engineering Solutions

NOTES:

Groups: E, G, GG, I, J, K, L, M, N, O & P will be awarded to all bidders based upon length of haul.

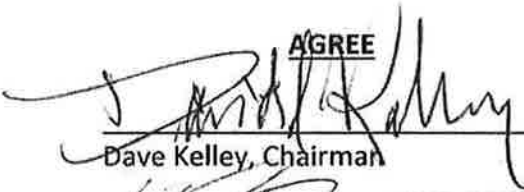
Groups: F, Q, Y, Z and ZZ No Bids were received.

And we recommend that bids be rejected for Group T, Solar Flashing Warning Lights, due to prices are much higher than estimated.

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 _____, 2018.

FRANK HANEY

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

ATTESTED BY:

TIANA McCALL

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

Winnebago County Highway Department

2018 General Letting Bid Tab

Proposal
Guarantee
Terms

CONTECH ENGINEERED SOLUTIONS

1509 W MOUNT VERNON

METAMORA, IL

Low Bidder (Group X
& XX)

\$2,200.00

METAL CULVERTS INC.

711 Heisinger Rd

Jefferson City, MO

Low Bidder (Group A)

\$2,000.00

Group	Item	2018 Est. Qty	U of M	Unit Price	Total	Unit Price	Total
A	Pipe Culvert Class C TY1 / 12"-30ft	8	EACH	223.50	1,788.00	214.50	1,716.00
A	Pipe Culvert Class C TY1 / 15"-30ft	10	EACH	270.00	2,700.00	269.70	2,697.00
A	Pipe Culvert Class C TY1 / 18"-30ft	20	EACH	405.00	8,100.00	320.40	6,408.00
A	Pipe Culvert Class C TY1 / 30"-30ft	6	EACH	675.00	4,050.00	650.10	3,900.60
A	Pipe Culvert Class C TY1 / ERS 15"-30ft	4	EACH	278.00	1,112.00	283.20	1,132.80
A	Pipe Culvert Class C Type 1/ ERS 18"-30ft	8	EACH	347.50	2,780.00	336.30	2,690.40
A	Pipe Culvert Class C Type 1/ ERS 21"-30ft	5	EACH	393.00	1,965.00	389.40	1,947.00
A	Pipe Culvert Class C Type 1/ ERS 24"-30ft	2	EACH	552.00	1,104.00	556.50	1,113.00
A	Pipe Culvert Class C Type 1/ ERS 30"-30ft	5	EACH	691.00	3,455.00	683.10	3,415.50
A	Pipe Culvert Class C Type 1/ ERS 42"-30ft	3	EACH	1,285.00	3,855.00	1,137.60	3,412.80
A	Pipe Culvert Class C Type 1/ ERS 48"-30ft	4	EACH	1,505.00	6,020.00	1,294.80	5,179.20
A	Pipe Culvert Class C Type 1/ ERS 60"-30ft	2	EACH	2,100.00	4,200.00	2,270.70	4,541.40
A	Connecting Bands 12"	5	EACH	14.00	70.00	14.30	71.50
A	Connecting Bands 15"	7	EACH	17.00	119.00	17.98	125.86
A	Connecting Bands 18"	10	EACH	22.00	220.00	21.36	213.60
A	Connecting Bands 30"	3	EACH	42.00	126.00	43.34	130.02
A	Connecting Bands ERS15"	2	EACH	17.50	35.00	18.88	37.76
A	Connecting Bands ERS18"	3	EACH	22.70	68.10	22.42	67.26
A	Connecting Bands ERS21"	3	EACH	25.00	75.00	25.96	77.88
A	Connecting Bands ERS24"	1	EACH	36.00	36.00	37.10	37.10
A	Connecting Bands ERS30"	3	EACH	45.00	135.00	45.54	136.62
A	Connecting Bands ERS42"	2	EACH	84.00	168.00	75.84	151.68
A	Connecting Bands ERS48"	2	EACH	98.00	196.00	86.32	172.64
A	Connecting Bands ERS60"	1	EACH	120.00	120.00	151.38	151.38
A	Flared End Sections 18"	16	EACH	68.00	1,088.00	75.35	1,205.60
A	Flared End Sections 30"	6	EACH	190.00	1,140.00	182.65	1,095.90
					44,725.10		41,828.50



Winnebago County Highway Department 2018 General Bid Letting				FLINT HILLS RESOURCES 1550 KOCH COURT Dubuque, IA 52001 Low Bidder (Group B & D) \$25,000.00 Dubuque, IA		TRI-STATE ASPHALT, LLC 1362 BUNGALOW ROAD MORRIS, IL \$10,000.00 MORRIS, IL		ASPHALT SALES COMPANY P.O. BOX 1060 JACKSONVILLE, IL \$10,000.00 UTICA, IL	
Group	Item	2018 Est. Qty	U of M	Unit Price	Total	Unit Price	Total	Unit Price	Total
B	Bit. Material S.C. (HFP)	851	TON	368.02	313,185.02	403.41	343,301.91		
D	Bit. Material S.C. (HFE-90)	1144	TON	318.02	363,814.88	332.01	379,819.44	371.00	424,424.00

Winnebago County Highway Department			Proposal Guarantee Terms	BYRON ASPHALT PLANT, LLC		WILLIAM CHARLES CONSTRUCTION		WILLIAM CHARLES CONSTRUCTION		ROCK ROAD COMPANIES		ROCK ROAD COMPANIES	
2018 General Letting Bid Tab				3469 E. TOWER RD. BYRON, IL		590 NIMTZ ROAD LOVES PARK, IL 61111		590 NIMTZ ROAD LOVES PARK, IL 61113		P.O. BOX 1818 JANESVILLE, WI 53547		P.O. BOX 1810 JANESVILLE, WI 53547	
				\$10,000.00 BYRON, IL		\$28,300.00 Irene		\$28,300.00 Airport		\$20,000.00 Beloit, WI		\$20,000.00 Rockford, IL	
Group	Item	2018 Est. Qty	U of M	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
G	HMA Surface Course IL 9.5	11820	TON	43.50	514,170.00	46.00	543,720.00	46.00	543,720.00	45.00	531,900.00	45.00	531,900.00
GG	HMA Binder Course IL 19.0	650	TON	43.00	27,950.00	46.00	29,900.00	46.00	29,900.00	45.00	29,250.00	45.00	29,250.00

Winnebago County Highway Department 2018 General Letting Bid Tab				WILLIAM CHARLES CONSTRUCTION 988 HWY 2 ROAD LOVER PARK, IL 61111 \$28,300.00 Inpda		WILLIAM CHARLES CONSTRUCTION 380 HWY 2 ROAD LOVER PARK, IL 61112 \$28,300.00 Airport		WAGNER AGGREGATE INC. 2580 WAGNER COURT DEKALB, IL 60115 \$5,800.00 Fairdale Quarry		NORTHERN ILLINOIS SERVICE 5708 Swenson Road Rockton, IL 611073 \$4,100.00 Bedrock		NORTHERN ILLINOIS SERVICE 11200 North Main Rd Rockton, IL 61102 \$100 Blacks		NORTHERN ILLINOIS SERVICE 4781 SANDY HOLLOW RD ROCKFORD, IL 61114 \$4,100.00 Sandy Hollow		THREE S CONTRACTOR SERVICES 1178 Barbary Ln Belvidere, IL 61008 \$5,800.00 ROCKTON, IL		ROSCOE ROCK & SAND 5029 Mc Carty Road Rockton, IL 61103 \$1,000.00	
Group	Item	2018 Est Qty	U of M	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
E	S.C. AGG (CA-16) CR Limestone	10313	TON	12.50	128,812.50		-	6.50	67,034.50	7.00	72,191.00	7.00	72,191.00			5.50	56,721.50		
F	S.C. AGG (CA-16) FR Pea Gravel	1561	TON		-		-		-		-		-		-		-		-
H	UPM Cold Patch	210	TON		-	130.00	27,300.00		-		-		-		-		-		-
I	Road Stone, Gradation CA-6	5700	TON	5.00	28,500.00		-	3.95	22,515.00	5.50	31,350.00	4.50	25,650.00	5.25	29,925.00	3.75	21,375.00		
J	Road Stone, Gradation CA-10	590	TON	5.00	2,950.00		-	3.95	1,975.00	5.50	2,750.00	4.50	2,250.00	5.25	2,625.00	3.75	1,875.00		
K	Conglomerate DQ Rap(Recycled Bituminous)	500	TON	6.50	3,250.00	6.50	3,250.00		-		-		-		-	5.00	2,500.00		
L	Rip Rap #400	700	TON	27.00	18,900.00		-	16.00	11,200.00		-		-		-		-		-
M	Rip Rap Bedding CA-3	200	TON	17.00	3,400.00		-	6.95	1,390.00		-		-		-		-		-
N	AG Lime	230	TON	0.50	115.00		-	3.00	690.00	2.40	552.00	2.40	552.00			2.00	460.00		
O	Fine Aggregate (Sand)	4000	TON		-	5.00	20,000.00		-		-		-		-		-	4.25	17,000.00
P	Ice Control AGG 1/4" (CA-16) LS CHIPS	4000	TON	9.00	36,000.00		-	5.25	21,000.00		-		-		-	8.50	34,000.00		
Q	Mastic One	12	TON		-		-		-		-		-		-		-		-

1

Winebago County Highway Department			Proposal Guarantee Terms	DECKER SUPPLY CO		MD Solutions	
2018 General Letting Bld Tab				1115 O'NEIL AVE MADISON, WI 53704		8225 Estes Parkway Plain City, OH 43064	
				Low Bidder (Group S, & V) \$2,700.00		Low Bidder (Group W) \$1,000.00	
Group	Item	2018 Est. Qty	U of M	Unit Price	Total	Unit Price	Total
S	TY 1 Barricades	50	EACH	57.60	2,880.00		
S	TY 3 Barricades	20	EACH	209.00	4,180.00		
S	28" PVC Orange Cones 4" & 6" Collars	50	EACH	19.10	955.00		
S	Drums	30	EACH	54.90	1,647.00		
S	Warning Lights	80	EACH	18.45	1,476.00		
S	Safe Hit	50	EACH	18.90	945.00		
					12,083.00		
T	LED Solar Flashing Warning (Red)	25	EACH	1,387.10	34,677.50		
T	LED Solar Flashing Warning (Yellow)	25	EACH	1,387.10	34,677.50		
					69,355.00		
V	Posts-Telespar (2"x2"x12")	100	EACH	23.16	2,316.00	30.35	3,035.00
V	Post Anchors (2-1/4"x2-1/4"x3")	100	EACH	10.30	1,030.00	10.64	1,064.00
V	Channel Post Green Full Patch (7")	200	EACH	7.35	1,470.00	6.13	1,226.00
V	7" Post (6')	200	EACH	4.45	890.00	5.54	1,108.00
					5,706.00		6,433.00
W	HIS 3.5" Dia. Center Mount Object Marker	200	EACH	4.75	950.00	1.25	250.00
W	Diamond Shape 30"x30"	25	EACH	19.85	496.25	15.75	393.75
W	Diamond Shape 36"x36"	25	EACH	35.15	878.75	22.68	567.00
W	Horizontal 9"x24"	25	EACH	4.65	116.25	3.78	94.50
W	County Highway Marker, 5-Sided Shield-24"	40	EACH	24.90	996.00	28.00	1,120.00
W	Rectangle Square Shape 24"x30"	25	EACH	10.15	403.75	12.60	315.00
W	Rectangle Square Shape 24"x36"	25	EACH	17.35	433.75	15.12	378.00
W	Rectangle Square Shape 30"x60"	5	EACH	70.70	353.50	31.50	157.50
W	Pennant 36"x48"	50	EACH	35.65	1,782.50	24.30	1,215.00
W	Octagon 36"x36"-Stop Sign	50	EACH	41.65	2,082.50	22.68	1,134.00
W	Sign Blanks 9"x30"	50	EACH	5.90	295.00	4.73	236.50
W	Sign Blanks 9"x36"	50	EACH	7.15	357.50	5.67	283.50
W	Sign Blanks 12"x18"	25	EACH	4.85	121.25	3.78	94.50
W	Sign Blanks 12"x36"	25	EACH	9.60	240.00	7.56	189.00
W	Sign Blanks 18"x24"	25	EACH	9.60	240.00	7.56	189.00
W	Sign Blanks 24" X 24"	50	EACH	13.00	650.00	10.08	504.00
W	Sign Blanks 30" X 30" Octagon Stop Sign	50	EACH	18.55	927.50	15.75	787.50
W	8" Die Cut Numbers-Yellow Eng. Grade 0-9	25	EACH	15.10	377.50	13.00	325.00
W	1178c Black Elect Cut Film (36"x50 yds) np	2	EACH	497.65	995.30	508.50	1,017.00
W	1172c Red Elect Cut Film (36"x50 yds) np	1	EACH	497.65	497.65	508.50	508.50
W	1177c Green Elect Cut Film (36"x50 yds) np	1	EACH	497.65	497.65	508.50	508.50
W	TPM 5 Clear Transfer Tape (9"x100 yds)	1	EACH	74.15	74.15	96.53	96.53
W	TPM 5 Clear Transfer Tape (18"x100 yds)	1	EACH	148.25	148.25	193.06	193.06
W	TPM 5 Clear Transfer Tape (24"x100 yds)	2	EACH	197.65	395.30	257.40	514.80
W	TPM 5 Clear Transfer Tape (30"x100 yds)	2	EACH	247.10	494.20	321.75	643.50
W	TPM 5 Clear Transfer Tape (36"x100 yds)	1	EACH	296.50	296.50	386.12	386.12
W	Type 22 White 9"x50 yds	3	EACH	395.75	1,187.25	405.00	1,215.00
W	Type 22 Yellow 9"x50 yds	1	EACH	395.75	395.75	405.00	405.00
W	Type 22 White 30"x50 yds	3	EACH	1,319.50	3,958.50	1,350.00	4,050.00
W	Type 22 FL Yellow 36"x50 yds	1	EACH	1,641.20	1,641.20	1,620.00	1,620.00
W	Type 22 FL Yellow/Green 36"x50 yds	1	EACH	1,641.20	1,641.20	1,620.00	1,620.00
W	Type 22 White 36"x50 yds	1	EACH	1,582.95	1,582.95	1,620.00	1,620.00
W	Type 22 Green 36"x50 yds	1	EACH	1,582.95	1,582.95	1,620.00	1,620.00
W	Type 22 Orange 36"x50 yds	1	EACH	1,641.20	1,641.20	1,620.00	1,620.00
					26,732.00		26,871.76

Winnebago County Highway Department

2018 General Letting Bid Tab

Proposal
Guarantee
Terms

CONTECH ENGINEERED SOLUTIONS

1509 W MOUNT VERNON
METAMORA, IL

Low Bidder (Group X & XX)
\$2,200.00

Group	Item	2018 Est. Qty	U of M	Unit Price	Total
X	Silt Fence	2000	FT	1.80	3,600.00
					3,600.00
XX	Geotechnical Fabric	1000	SQ. FT	0.50	500.00
					500.00
Y	Snow Fence 50'x4"	30	ROLL		
Z	Fiberglass Fabric	1120	SQ. FT		
ZZ	Bituminous Adhesive	840	GALLON		

6

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

18-CR-

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

**RESOLUTION AUTHORIZING THE AWARD OF A BID FOR THE
MERIDIAN ROAD (CH-24) AND MONTAGUE ROAD (CH-27)
CRACK SEALING PROGRAM
(SECTION: 18-00000-01-GM)**

WHEREAS, the County of Winnebago has planned a project to route, clean and seal transverse and longitudinal cracks at various locations on Meridian Road (CH-24) and Montague Road (CH-27); and

WHEREAS, in connection with said project, 7 bids were received, as shown on the attached bid tab, at the Winnebago County Highway Department on March 12, 2018 for Section 18-00000-01-GM with the low bid being from **Patriot Pavement Maintenance in the amount of \$71,298.48**; and

WHEREAS, it would be in the public interest to award this project to the low bidder, Patriot Pavement Maintenance in the amount of \$71,298.48; and

WHEREAS, Motor Fuel Tax funds will be appropriated for this work via a separate resolution.

NOW THEREFORE BE IT RESOLVED by the County Board of the County of Winnebago, Illinois that the low bid received on March 12, 2018 for Section 18-00000-01-GM from Patriot Pavement Maintenance in the amount of \$71,298.48 is hereby awarded and that the County Board Chairman is authorized to execute on behalf of the County of Winnebago a contract with Patriot Pavement Maintenance for the above noted work; 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 County Engineer.

**Respectfully submitted,
PUBLIC WORKS COMMITTEE**

AGREE

DISAGREE

Dave Kelley, Chairman

Dave Kelley, Chairman

Burt Gerl

Burt Gerl

Dave Boomer

Dave Boomer

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 _____, 2018.

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

ATTEST:

Tiana McCall, Clerk of the
County Board of the
County of Winnebago, Illinois



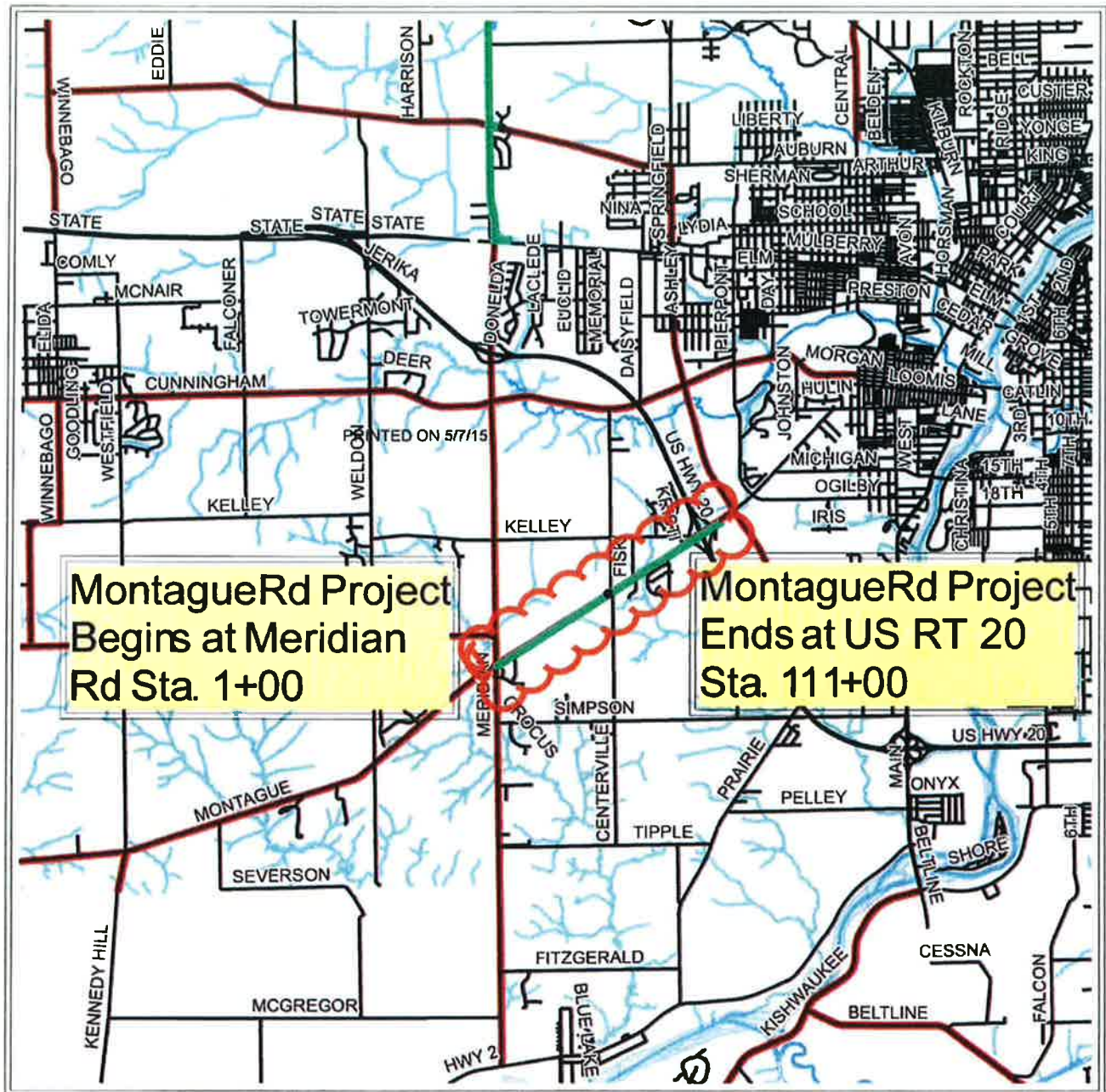
Total Bid:	As Road	75,489.14	208,533.15	75,489.14	79,342.60	71,298.00	76,263.55	93,542.01
	As Calculated	75,489.14	208,533.15	75,489.14	79,342.60	71,298.43	76,263.55	93,542.01

18-00000-01-GM



18-00000-01-GM

Montague Rd - HMA Pavement Cracks Routing & Sealing Project Section # 18-00000-01-GM



Montague Rd - Meridian Rd to US RT 20
Project Section # 18-00000-01-GM

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

18-CR-

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

**RESOLUTION AUTHORIZING THE AWARD OF A BID FOR
PERRYVILLE ROAD (CH-11) PAVEMENT PATCHING FROM
HARRISON TO EAST STATE STREET
(SECTION: 18-00000-02-GM)**

WHEREAS, the County of Winnebago has planned a project to provide pavement patching at various locations on Perryville Road (CH-11) from south of Harrison Avenue north to East State Street; and

WHEREAS, in connection with said project, 4 bids were received, as shown on the attached bid tab, at the Winnebago County Highway Department on March 12, 2018 for Section 18-00000-02-GM with the low bid being from **Stenstrom Excavation & Blacktop Group in the amount of \$182,100.75**; and

WHEREAS, it would be in the public interest to award this project to the low bidder, Stenstrom Excavation & Blacktop Group in the amount of \$182,100.75 and

WHEREAS, Motor Fuel Tax funds will be appropriated for this work via a separate resolution.

NOW THEREFORE BE IT RESOLVED by the County Board of the County of Winnebago, Illinois that the low bid received on March 12, 2018 for Section 18-00000-02-GM from Stenstrom Excavation & Blacktop Group in the amount of \$182,100.75 is hereby awarded and that the County Board Chairman is authorized to execute on behalf of the County of Winnebago a contract with Stenstrom Excavation & Blacktop Group for the above noted work; 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 County Engineer.

**Respectfully submitted,
PUBLIC WORKS COMMITTEE**

AGREE

DISAGREE

Dave Kelley, Chairman

Dave Kelley, Chairman

Burt Gerl

Burt Gerl

Dave Boomer

Dave Boomer

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 _____, 2018.

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

ATTEST:

Tiana McCall, Clerk of the
County Board of the
County of Winnebago, Illinois



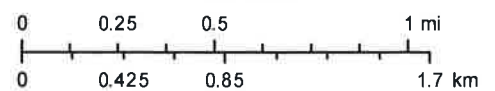
Total Bid:	As Rinsed	238,362.00	182,100.75	212,949.97	317,999.20			
	As Calculated	238,362.00	182,100.75	212,949.97	317,999.20			

Perryville Rd PCC Pavement Patch Class B 10"
Project section # 18-00000-02-GM



December 27, 2017

1:31,680



BOARD APPOINTMENTS

Peg Wilkerson, CPA
Senior Vice President
Alpine Bank

Peg has over 35 years of professional experience as a business banker and certified public accountant, meeting the financial needs of businesses in the Rockford area.

As Senior Vice President at Alpine Bank in Business Banking, Peg serves customers of all sizes and types including manufacturers, real estate contractors & developers, distributors, and non-profit organizations.

A Rockford native, Peg attended Rockford University, graduating with a B.S. in Accounting. She joined the Rockford office of KPMG Peat Marwick then began her banking career at First National Bank of Rockford (now JP Morgan Chase Bank). Peg has been with the business banking department of Alpine Bank for twenty years. Throughout her years in banking, she has worked closely with the SBA and other alternative funding sources to help both new and existing businesses finance their operations.

Committed to her community, Peg is a member of many charitable organizations, including:

Treasurer of the Rosecrance Health Network Board of Directors – over twenty years
Rockford East/Cherry Valley Rotary, Past president and current member – 15+ years
Rockford Network of Professional Women – member and past board member – 25+ years
Rockford Corridor Improvement, Inc. Board member – new organization, incorporated in 2014
Midway Village and Museum Center – Treasurer and Board member
Ethnic Heritage Museum, Board member
RAR (Rockford Area Realtors) Commercial and Industrial committee, committee member - 5+ years

Tasha Reddic

710 JOHN STREET • ROCKFORD IL 61103
779-221-7385 • MSREDDIC2003@GMAIL.COM

Objective

Seeking a career within human services where I can contribute to the improvement and self-sufficiency in the lives of individuals.

Professional Skills

- Quality customer service
- Data entry
- Appointment scheduling
- Cash handling
- Planning & organizing
- Training & on-boarding new employees
- Coordination of activities
- Case management
- Conflict and dispute resolution

Work Experience

Rock River Valley Blood Center

December 2016-present

Donor Service Rep

While providing quality customer service, inbound and outbound call to/from donors to schedule and confirm appointments, register donors, verify identity and accurately record donor information.

Rockford Rescue Mission (Women's Life Recovery Program)

October 2011-July 2016

Evening Shelter Coordinator & Thrift Store Associate

Supervise the shelter program and support clients as needed. Transport clients, facilities management, write case notes, distribute medication as prescribed, conduct drug screening, facilitate group session and meet individual needs of shelter clients and families.

Rockford Public School District #205

November 2009-June 2011

Breakfast & Lunch Aide

Supervise students in the dining area and playground. During meals, assist with opening packaging and preparing food for individual students. Work with school administration in the discipline and conflict resolution process as needed.

YMCA of Rock River Valley

January 2010-May 2011

Group Leader

Assist the site coordinator in leading the operation/implementation of the 21st Century Community Learning Center after school program by adhering to all the policies and procedures. Led a group of students through the programming each day while fostering a safe and nurturing environment for students. Also assist with homework address behavior problems and provide leadership for activities.

Wal-Mart

March 2007-December 2008

Cahier Associate

Scanning items for purchase, applying discounts & coupons, processing payments, and ringing up sales on a computerized cash register. Also handled returns and answered questions about merchandise, store policies, and ongoing promotions. As needed, assist sales and stock associates with other tasks such as stocking, facing and the management of inventory.

Education

Associate of Arts in Human Services Management

University of Phoenix

June 2017

Professional Information

Retired

Current

Owner/Operator of Wendy's Franchise

1987- Feb. 15, 2015

Wendy's International, Field Trainer

1983 – 1987

Pizza Hut management

1982 – 1983

North Gate Plaza Store Manager

1981 – 1982

Kentucky Fried Chicken Supervisor

1969 – 1981

Personal Information:

I have been married to my wife Cheryl for 35 years this May. We have a daughter, Chelsea and 3 boys, Alan Jr., Thomas & Brad. We have 7 grandchildren and 5 great-grandchildren. Over the years I have been involved in many organizations such as the Beloit Chamber of Commerce, The Ambassadors of Beloit, Crime Stoppers of Beloit, a board member of the Stateline Boys & Girls Club for 25 years, and an officer of the Hononegah Booster Club for 9 years. I also was the moderator of my church for 15 years.

Please let me know if you require any additional information by contacting me at 815-742-6367.

Respectfully,



Al Bach

Harlem Roscoe Trustee

Cc: Don Shoefflin, Chief