Winnebago County Board Regular Adjourned Meeting Thursday, July 12, 2018

### AMENDED AGENDA

Call to OrderCHAIRMA	AN FRANK I	HANEY
Agenda Changes	N FRANK I	HANEY
Angie Bodine – Passenger Rail Referendum	-	PRO
Stephanie Hicks – WCAS Admin	-	PRO
James Beam – Approval of Resolution Appointing B Admin.	Brett Frazier, -	, WCAS PRO
Gerald Podraza – Passenger Rail, Chicago to Dubuc	que -	PRO
Jeannine French – Animal Services Aministrator	-	PRO
Bob Babcock – Passenger Trains, Ban Plastic Bags	-	PRO
Roll CallCOUNTY CLERK,	TIANA J. M	IcCALL
Invocation	L.C.	Wilson

Awards, Presentations and/or Proclamations and Public <u>Participation</u> **Awards** - None

<u>Presentations</u> - None

<u>Proclamations</u> - None

<u>Public Participation</u> - Angie Bodine – Passenger Rail Referendum

**PRO** 

**Stephanie Hicks – WCAS Admin** 

**PRO** 

James Beam – Approval of Resolution Appointing

**Brett Frazier, WCAS Admin** 

**PRO** 

Gerald Podraza – Passenger Rail, Chicago to

**Dubuque** PRO

Jeannine French- Animal Services Aministrator

**PRO** 

**Bob Babcock – Passenger Trains, Ban Plastic Bags** 

**PRO** 

### **Minutes**

"May I Please Have a Motion to Approve the Minutes from June 14, 2018 Meeting and to Layover the Minutes from the June 28, 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. Braidwood Station, Units 1 and 2, and Byron Station, Units NOS. 1 AND 2 Issuance of Amendments Regarding Clarification of Rod Position Requirements (CAC NOS, MF9951, MF9952, MF9953, and MF9954; EPID L-2017-LLA-0249)
- b. Federal Register / Vol. 83, No. 128 / Tuesday, July 3, 2018 / Notices
- c. Federal Register / Vol. 83, No. 128 / Tuesday, July 3, 2018 / Notices
- d. Exelon Generation Company, LLC Request for Additional Information Regarding License Amendment Request to Revise Emergency Plan for Midwest Stations (EPID L-2018-LLA-0045)
- 2. County Clerk McCall received from Charter Communications the following:
  - a. A Letter Regarding Quarterly Franchise Fee Payment for Village of Rockton.
  - b. A Notification Regarding Spectrum Television Channel Line-up Programming Addition.
- 3. County Clerk McCall received from Theresa Grennan, Chief Deputy Winnebago County Treasurer the Investment Report for June, 2018.
- 4. County Clerk McCall received from Nancy L. McPherson, Winnebago County Recorder the Monthly Report for June 2018.
- 5. County Clerk McCall received the following from the Illinois Environmental Protection Agency:
  - a. Notice of Application for Permit to Manage Waste: Description of Project: Alternate source demonstration for the first quarter 2018 confirmed exceedance of dissolved sulfate at G172 in accordance with Condition VIII.15 of Permit Modification No. 72.
  - b. Notice of Application for Permit to Manage Waste: Description of Project: Significant Permit Modification Application for an Alternate Source Demonstration at Landfill No. 2.
  - c. Notice of Application for Permit to Manage Waste: Description of Project: Supplemental Permit Application to Provide an Affidavit for Certification of Post-Closure Care.
- 6. County Clerk McCall received from ComEd a letter regarding their intent to perform vegetation management activities on distribution circuits in our area within the next few months

### **GO TO REGULAR AGENDA**

# REVISED WINNEBAGO COUNTY BOARD AGENDA



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

Thursday, July 12, 2018 6:00 p.m.

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

- Awards None
- Presentations None
- Proclamations None

### **Board Member Correspondence**

### Chairman's Report

- 1. #Read815
- 2. Youth Advisory Council
- 3. Opioid Task Force
- 4. Sheriff's Budget
- 5. Bridge

### **County Administrator's Report**

### **Consent Agenda**

Raffle Report

### **Standing Committee Reports**

### 1. Finance Committee - Ted Biondo, Committee Chairman

- A. Committee Report
- B. Budget Amendment 2018-030 911 Center to be Laid Over
- C. Budget Amendment 2018-032 Space Rental EOC to be Laid Over
- D. Budget Amendment 2018-033 Balance Personnel Budget Corrections General and Public Safety Sales Tax Funds to be Laid Over
- E. Budget Amendment 2018-035 Balance Personnel Budget Sheriff to be Laid Over

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

- A. Planning and/or Zoning Requests:
  - 1. Z-05-18 A map amendment to rezone +/- 15.09 acres from the AG, Agricultural Priority District to the A2, Agricultural-Related Business District for property

- that is commonly known as 8236 Trask Bridge Road, Rockford, IL 61101 in Burritt Township, District 1
- 2. Z-07-18 A map amendment to rezone +/- 29.75 acres from the AG, Agricultural Priority District to the A2, Agricultural-Related Business District for property that is located on the west side of N. Hoisington Road, +/- 1,656 feet south of Berglund Road in Pecatonica Township, District 1
- 3. Z-08-18 A map amendment to rezone +/- 3.19 acres from the AG, Agricultural Priority District to the RA, Rural Agricultural Residential District for property that is located on the west side of Will Road, approximately ¼ of a mile north of Yale Bridge Road in Shirland Township, District 2
- 4. Z-10-18 A map amendment to rezone +/- 26.41 acres from the AG, Agricultural Priority District to the A2, Agricultural-Related Business District for property that is generally located on the southeast corner of N. Hoisington Road and Berglund Road intersection in Pecatonica Township, District 1
- 5. Z-12-18 A map amendment to rezone +/- 33.06 acres from the AG, Agricultural Priority District to the A2, Agricultural-Related Business District for property that is generally located at the east end of Green Road on the south side in Pecatonica Township, District 1
- 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 Appointing Brett J. Frazier to the Position of Animal Services Administrator of the County of Winnebago, Illinois

### 5. Public Works Committee - Dave Kelley, Committee Chairman

- A. Committee Report
- B. (18-021) An Ordinance Amending Chapter 82 of the Winnebago County Code Regulating the Placement of Utilities and Facilities within the Rights-of-Way of Winnebago County Highways

Cost: n/a C.B. District: County Wide

C. (18-022) Resolution Authorizing the Purchase of an Asphalt Patching Machine – Trailer Mounted

Cost: \$49,781.00 C.B. District: County Wide

D. (18-023) Resolution Authorizing the Execution of a Master Equity Lease Agreement with Enterprise Fleet Management Trust for the Leasing of Light Trucks and Vehicles Cost: \$33,000.00 FY19
 C.B. District: County Wide

### 6. Public Safety Committee – Dave Fiduccia, Committee Chairman

A. Committee Report

### **Unfinished Business**

### **New Business**

### **Closed Session**

### Adjournment

Next Meeting: Thursday, July 26, 2018

# CHAIRMAN'S REPORT

# ADMINISTRATOR'S REPORT

# CONSENT AGENDA

### **RAFFLE APPLICATION REPORT**

Presently the County Clerk's office has Raffle Applications submitted by 4 different organizations for 5 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
29815	1	ROCKFORD ART MUSEUM	09/15/2018-09/16/2018	\$1,000.00
29816	1	ROCKFORD ART MUSEUM	09/15/2018-09/16/2018	\$1,500.00

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	The Following Have Requested A Class D, E, & F Limited Annual License				
LICENSE	# OF				
#	RAFFLES	NAME OF ORGANIZATION	LICENSE DATES	AMOUNT	
29817			07/16/2018-09/17/2018	\$5,000.00	
		JEFFERSON-HORTON AMERICAN			
29818	1		07/13/2018-06/31/2019	\$3,000.00	
29819	1	ROCKFORD HARMONY CLUB	08/02/2018-08/01/2019	\$5,000.00	

This concludes my report

Deputy Clerk

) (

TIANA J. MCCALL Winnebago County Clerk Date\_\_\_\_12-Jul-18

# FINANCE COMMITTEE

**2018 Fiscal Year** Finance: July 9, 2018

Lay Over: July 12, 2018

Sponsored by: Final Vote: July 26, 2018

Ted Biondo, Finance Committee Chairman

Dave Fiduccia, Public Safety Committee Chairman

#### 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.

### 2018-030 911 Center

**Reason:** To restore dollars to the budget. To hire 5 dispatchers. To promote a dispatcher to a Supervisor.

Alternative: None

**Impact to fiscal year 2019 budget:** Increase of \$234,653 for the 5 dispatchers hired in March 2018, 234,653 for the 5 dispatchers requested above, 10,974 for the Supervisor promotion, 292,645 to restore the Supply budget, 158,856 for funding of all staff

Revenue Source: General Fund

Acct Description	<u>Org</u>	<u>Obj</u> <u>Prj</u>	
Regular Salaries	26500	41110	630,046
Overtime	26500	41130	3,566
Life Insurance	26500	41221	43
Cleaning Supplied	26500	42230	978
Clothing	26500	42270	2,742
Medical & Dental	26500	43150	4,050
Other Profess Services	26500	43190	288,420
Telephone	26500	43210	<u>1,936</u>
		Total Adjustment	: \$931,781

# Respectfully Submitted, FINANCE COMMITTEE and PUBLIC SAFETY COMMITTEE (DISAGREE)

### (AGREE)

TED BIONDO,	TED BIONDO,
FINANCE CHAIRMAN	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
Dave Fiduccia, Public Safety Chairman	Dave Fiduccia, Public Safety Chairman
AARON BOOKER	AARON BOOKER
DOROTHY REDD	DOROTHY REDD
FRED WESCOTT	FRED WESCOTT
ELI NICOLOSI	ELI NICOLOSI
Dan Fellars	

The above and foregoing Ordinance was adopted by the County Board of the County of			
Winnebago, Illinois thisday of	2018.		
	Frank Haney		
	Chairman of the County Board		
ATTESTED BY:	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 SUBI	MITTED:	7/6/2018	AMEND	MENT NO:		
DEPAR	TMENT:	SHERIFF	SUBM	ITTED BY:	GARY CAI	RUANA
	FUND#:		DEPT. BU	JDGET NO.		
						REVISED
	ACCT.	ACCOUNT	BEGINNING	ADJUSTED	INCREASE	BUDGET
DEPT CODE	NO.	DESCRIPTION	BUDGET	BUDGET	(DECREASE)	AMOUNT
26500	41110	Regular Salaries	\$546,162		\$630,046	\$1,176,208
26500	41130	Overtime	\$74,321		\$3,566	\$77,887
26500	41221	Life Insurance	\$425		\$43	\$468
26500	42230	Cleaning Supplies	\$100		\$978	\$1,078
26500	42270	Clothing	\$14,000		\$2,742	\$16,742
26500	43150	Medical & Dental	\$2,250		\$4,050	\$6,300
26500	43190	Other Profess Services	\$228,420		\$288,420	\$516,840
26500	43210	Telephone	\$5,625		\$1,936	\$7,561
		•				
						 [
		,	TOTAL ADJ	USTMENT:	\$ 931,781	\$1,803,084
				<u></u>	·	·
Reason budge	et amendn	nent is required:				
See Attached		•				
Sec Milached	Justificat	ion				
Potential alter	rnatives to	budget amendment:				
N/A						
IV/A						
Impact to fisc	cal year 20	19 budget:				
Increase of \$2	234,653 fo	or the 5 Dispatchers hir	ed in March 2	2018		
		or the 5 Dispatchers rec				
				•		
		the Supervisor Promot				
Increase of \$2	292,645 to	restore the Supply Bu	dget			
Revenue Sou	rce:					
General Fund						
General Fulle	•					
Approval by staff liaison:						

Signature/date

### 26500 (911) - BUDGET AMENDMENT JUSTIFICATION

26500	41110	REGULAR SALARIES	\$582,295.00	911 Budget was cut in half with the anticipation of closing the center in March 2018. Since that did not happen, need to restore the dollars to the budget. Also 5 dispatchers where hired in March 2018 (\$110,645)
26500	41110	REGULAR SALARIES	\$44,374.00	Hire 5 Dispatchers to replace three who have recently resigned and one that was promoted to Supervisor. Proposed hire date would be 7/16/18.
26500	41110	REGULAR SALARIES	\$3,377.00	Promote a Dispatcher to a Supervisor. Current Supervisor resigned on 6/7/18 and we need to have one supervisor per shift. Promotion date was 6/11/18. Hourly increase is \$4.9078 or 21.79%.
26500	41130	OVERTIME	\$3,566.00	All 911 employees work 42 works per week, therefore they are paid 2 hours of overtime per week. This is for the 5 new dispatchers requested above.
26500	41221	LIFE INSURANCE	\$43.00	Life insurance for the 5 new dispatchers hired above
26500	42230	CLEANING SUPPLIES	\$978.00	911 Budget was cut in half with the anticipation of closing the center in March 2018. Since that did not happen, need to restore the dollars to the budget. This is for cleaning supplies at the 911 Center.
26500	42270	CLOTHING	\$1,867.00	911 Budget was cut in half with the anticipation of closing the center in March 2018. Since that did not happen, need to restore the dollars to the budget. This is for the clothing allowance for the 5 dispatchers hired in March.
26500	42270	CLOTHING	\$875.00	Clothing allowance for the 5 new dispatchers hired above (pro-rated)
26500	43150	MEDICAL & DENTAL	\$2,250.00	911 Budget was cut in half with the anticipation of closing the center in March 2018. Since that did not happen, need to restore the dollars to the budget. This is for the 5 dispatchers hired in March.
26500	43150	MEDICAL & DENTAL	\$1,800.00	Psychological exam for the 5 new dispatchers hired above.
26500	43190	OTHER PROFESS SERV	\$288,420.00	911 Budget was cut in half with the anticipation of closing the center in March 2018. Since that did not happen, need to restore the dollars to the budget. This is for the monthly payment to the City of Rockford for call takers.
26500	43210	TELEPHONE	\$1,936.00	911 Budget was cut in half with the anticipation of closing the center in March 2018. Since that did not happen, need to restore the dollars to the budget.

**2018 Fiscal Year** Finance: July 9, 2018

Lay Over: July 12, 2018

Sponsored by: Final Vote: July 26, 2018

Ted Biondo, Finance Committee Chairman Dave Fiduccia, Public Safety Committee

#### 2018 CO

TO: THE HONORABLE MEMBERS OF THE COUNTY OF WINNEBAGO, ILLINOIS

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### **ORDINANCE**

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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.

### 2018-032 Space Rental EOC

**Reason:** Dollars are needed to cover the expense of space rental for the EOC.

Alternative: None

Impact to fiscal year 2019 budget: Increase of \$23,000 Revenue Source: Nuclear Safety Grant and General Fund

Acct Description Org Obj Prj

Regular Salaries 22000 44230 18,500

Total Adjustment: \$18,500

### Respectfully Submitted, FINANCE COMMITTEE and PUBLIC SAFETY COMMITTEE

### (AGREE)

(DISAGREE)

TED BIONDO,	TED BIONDO,
FINANCE CHAIRMAN	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
Dave Fiduccia, Public Safety Chairman	Dave Fiduccia, Public Safety Chairman
AARON BOOKER	AARON BOOKER
DOROTHY REDD	DOROTHY REDD
FRED WESCOTT	FRED WESCOTT
ELI NICOLOSI	ELI NICOLOSI
Dan Fellars	Dan Fellars

The above and foregoing Ordinance was adopted by the County Board of the County			
Winnebago, Illinois thisd	ay of	2018.	
		Frank Haney	
		CHAIRMAN OF THE COUNTY BOARD	
ATTESTED BY:		OF THE COUNTY OF WINNEBAGO, ILLINOIS	
TIANA MCCALL		<u> </u>	
CLERK OF THE COUNTY BOARD			
OF THE COUNTY OF WINNEBAGO, ILLIN	OIS		

### 2018 WINNEBAGO COUNTY

### FINANCE COMMITTEE REQUEST FOR BUDGET AMENDMENT

		KLQULS1 1 OI	K DODOLI A	VILIVIDIVILIV	<u> </u>	
DATE GUD	AUTTED	7/6/2010	ANCENIE	MENTENIO		
DEPARTMENT: SHERIFF			JDGET NO.	GARY CAI	KUANA	
	FUND#:	_	DEP1. BU	DGET NO.		
						REVISED
	ACCT.	ACCOUNT	BEGINNING	ADJUSTED	INCREASE	BUDGET
DEPT CODE	NO.	DESCRIPTION	BUDGET	BUDGET	(DECREASE)	AMOUNT
22000	44230	CJC Space Allocation	\$0		\$18,500	\$18,500
			TOTAL ADJ	LICTMENIT.	\$ 18,500	¢10.500
			TOTAL ADJ	OSTNIENT.	\$ 16,500	\$18,500
Reason budg	et amendn	nent is required:				
		over the expense of sp	pace rental for	the EOC. Th	is expense is cha	rged off to
		nt. Dollars were budg				
			, ,			
were removed from the budget yet expenses were still charged to the budget.						
Potential alte	rnatives to	budget amendment:				
N/A	matives to	budget amendment.				
11/14						
Impact to fise	201 voor 20	)10 budget:				
		719 budget.				
Increase of \$23,000						
D						
Revenue Sou		10 15 1				
Nuclear Safe	ty Grant a	nd General Fund				
Approval by	staff liaiso	on:				

Signature/date

**2018 Fiscal Year** Finance: July 9, 2018

Lay Over: July 12, 2018

Sponsored by: Final Vote: July 26, 2018

Ted Biondo, Finance Committee Chairman and Dave Fiduccia, Public Safety Committee

#### 2018 CO

TO: THE HONORABLE MEMBERS OF THE COUNTY OF WINNEBAGO, ILLINOIS

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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.

### 2018-033 Balance Personnel Budget Corrections, General and Public Safety Sales Tax Funds

**Reason:** To balance the personnel budget for FY 2018. To promote Correction Sgt to Lt. TO hire 13 Corrections

officers to replace the 13 who have left

Alternative: None

Impact to fiscal year 2019 budget: Increase of \$712,839 Revenue Source: Public Safety Sales Tax and General Fund

<b>Acct Description</b>	<u>Org</u>	<u>Obj</u> <u>Prj</u>	
Regular Salaries	21000	41110	682,427
Regular Salaries	40115	41110	51,845
Life Insurance	40115	41221	37
Clothing	40115	42270	758
Medical	40115	43150	5850
		<b>Total Adjustment:</b>	<u>740,917</u>

### Respectfully Submitted, FINANCE COMMITTEE and PUBLIC SAFETY

COMMITTEE (DISAGREE)

### (AGREE)

TED BIONDO,	TED BIONDO,
FINANCE CHAIRMAN	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
DAVE FIDUCCIA, PUBLIC SAFETY CHAIRMAN	Dave Fiduccia, Public Safety Chairman
AARON BOOKER	AARON BOOKER
DOROTHY REDD	DOROTHY REDD
FRED WESCOTT	Fred Wescott
ELI NICOLOSI	ELI NICOLOSI
Dan Fellars	Dan Fellars

The above and forego	oing Ordinance was a	idopted by the County Board of the County of
Winnebago, Illinois this	day of	2018.
	<del></del>	Frank Haney
		CHAIRMAN OF THE COUNTY BOARD
ATTESTED BY:		OF THE COUNTY OF WINNEBAGO, ILLINOIS
TIANA MCCALL		
CLERK OF THE COUNTY BOARD		
OF THE COUNTY OF WINNEBAGO, II	LLINOIS	

### 2018

### WINNEBAGO COUNTY

### FINANCE COMMITTEE REQUEST FOR BUDGET AMENDMENT

DATE SUB	MITTED:	7/11/2018	AMEND	MENT NO:			
DEPARTMENT:		SHERIFF	SUBMITTED BY:		GARY CA	GARY CARUANA	
FUND#:			DEPT. BU	JDGET NO.			
						REVISED	
DEDE GODE	ACCT.	ACCOUNT	BEGINNING	ADJUSTED	INCREASE	BUDGET	
DEPT CODE	NO. 41110	DESCRIPTION  Pagular Salarias	BUDGET	BUDGET	(DECREASE) \$51,845	AMOUNT	
40115 40115	41110	Regular Salaries Life Insurance	\$10,173,444 \$5,576	\$10,456,913 \$5,774	\$31,843	\$10,508,758 \$5,811	
40115	42270	Clothing	\$15,000	\$19,082	\$758	\$19,840	
40115	43150	Medical	\$0	\$4,500	\$5,850	\$10,350	
21000	41110	Regular Salaries	\$0	\$0	\$682,427	\$682,427	
			TOTAL ADJ	USTMENT:	\$ 740,917	\$11,227,186	
					,		
Reason budg	et amendr	nent is required:					
		ion for 40115					
			FY 2018 The	budget is she	ort due to \$4.3 m	illion dollar	
21000 -To balance the personnel budget for FY 2018. The budget is short due to \$4.3 million dollar							
reduction given to the Sheriff's Office.							
Detential alta		hudaat amandmanti					
	rnauves to	budget amendment:					
N/A							
Impact to fise	cal year 20	)19 budget:					
40115 Increa	se of \$70°	7,605 for the hiring of	f 13 Correction	Officers			
40115 Increa	se of \$5,2	34 for the Promotion	of a Sgt to Lt				
		FY 2019. Amount u		time.			
Revenue Sou	irce.						
Public Safety		v					
Tublic Salety	saics ra.	Λ					
Approval by	staff liaiso	on:					
1							

### 40115 (CORRECTIONS) - BUDGET AMENDMENT JUSTIFICATION

401	115	41110	REGULAR SALARIES	\$1,710.00	Promote a Correction Sgt to Lt. Correction Lt retired 9/2017 & a Correction Capt in 11/2017 and neither were replaced. There needs to be a shift supervisor (Lt) on each shift. Increase is \$2.2846/hr. or 6.21%. Proposed Promotion date would be 7/1/18.
401	115	41110	REGULAR SALARIES	\$50,135.00	Hire 13 correction officers to replace the 13 who have left employment this fiscal year. Proposed hire date would be 9/1/18.
401	115	41130	OVERTIME	\$0.00	Will need the dollars in next fiscal year for Over-time (\$22,353)
40′	115	41221	LIFE INSURANCE	\$37.00	Life insurance for the 13 new correction officers hired above
401	115	42270	CLOTHING	\$758.00	Clothing allowance for the 13 new correction officers hired above (pro-rated)
401	115	43150	MEDICAL	\$5,850.00	Psychological exam for the 13 new correction officers hired above.
40	115	43942	TRAINING	\$0.00	Will need the dollars in next fiscal year for the training (\$66,105)

**2018 Fiscal Year** Finance: July 9, 2018

Lay Over: July 12, 2018

Sponsored by: Final Vote: July 26, 2018

Ted Biondo, Finance Committee Chairman and Dave Fiduccia, Public Safety Committee

#### 2018 CO

TO: THE HONORABLE MEMBERS OF THE COUNTY OF WINNEBAGO, ILLINOIS

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### **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.

#### 2018-035 Balance Personnel Budget-Sheriff

Reason: To balance the personnel budget for FY 2018. Add Administrative Secretary.

Alternative: None

Impact to fiscal year 2019 budget: Increase of \$457,088 for FOP Contract, 25,080 for Admin Secretary, 529,934

for 4.3 million reduction

Revenue Source: Public Safety Sales Tax and General Fund

Acct Description Org Obj Pri

Regular Salaries 24000 41110 1,012,102

Total Adjustment: 1,012,102

## Respectfully Submitted, FINANCE COMMITTEE and PUBLIC SAFETY COMMITTEE (DISAGREE)

### (AGREE)

TED BIONDO, TED BIONDO, FINANCE CHAIRMAN 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 DAVE FIDUCCIA, DAVE FIDUCCIA, PUBLIC SAFETY CHAIRMAN **PUBLIC SAFETY CHAIRMAN AARON BOOKER** AARON BOOKER DOROTHY REDD **DOROTHY REDD** FRED WESCOTT FRED WESCOTT ELI NICOLOSI ELI NICOLOSI **DAN FELLARS** Dan Fellars

The above and foreg	going Ordinance was a	adopted by the County Board of the County of
Winnebago, Illinois this	day of	2018.
		Frank Haney
		CHAIRMAN OF THE COUNTY BOARD
ATTESTED BY:		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 SUR	MITTED:	7/6/2018	AMENI	MENT NO:			
DATE SUBMITTED: DEPARTMENT:							
				UDGET NO.	UAKT CAI	KUANA	
	FUND#:		DEF1. D	DDGET NO.			
						REVISED	
	ACCT.	ACCOUNT	BEGINNING	ADJUSTED	INCREASE	BUDGET	
DEPT CODE	NO.	DESCRIPTION	BUDGET	BUDGET	(DECREASE)	AMOUNT	
40115	41110	Regular Salaries	\$6,586,257		\$1,012,102	\$7,598,359	
			TOTAL ADJ	USTMENT:	\$ 1,012,102	\$7,598,359	
		ent is required:					
To balance the personnel budget for FY 2018. The budget is short due to \$4.3 million dollar							
reduction given to the Sheriff's Office. Additionally, an Administrative Secretary was hired the							
Records Division with the approval of County Administration (\$12,540) and the cost of the							
FOP Contract (\$413,471).							
Potential alter	rnatives to	budget amendment:					
N/A							
Impact to fisc	cal year 20	19 budget:					
_		r the FOP Contract					
	Increase of \$25,080 for the Administrative Secretary						
Will be short in FY 2019. Amount unknown at this time.							
min oo short iii i 2017. Timount unanown ut uns time.							
Revenue Source:							
Public Safety Sales Tax							
Overtime expenditures that were reimbursed to the County and deposited in the General Fund.							
YTD Amount deposited is \$86,445.89, with another \$27,466.41 invoiced.							
11D Amoun	i deposited	ı 18 400,443.89, wim an	omer \$27,400	0.41 IIIVOICEG	•		
A 11	-4 - CC 1' '						
Approval by	stati liaiso	n:					

Signature/date

# ZONING COMITTEE

#### Attachment

### ZONING COMMITTEE OF THE COUNTY BOARD AGENDA July 12, 2018

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

**TO BE LAID OVER:** NONE

### **TO BE VOTE ON:**

1. Z-05-18 A map amendment to rezone +/- 15.09 acres from the AG, Agricultural Priority District to the A2, Agricultural-Related Business District, requested by Community Power Group, LLC, lessee of site, whom is represented by Michael Borkowski, Project Manager, for property that is commonly known as 8236 Trask Bridge Road, Rockford, IL 61101 in Burritt Township.

PIN: Part of PIN: 10-14-300-010 C.B. District: 1 Lesa Rating: N/A Consistent W/2030 LRMP – Future Map: YES

**ZBA Recommends:** *APPROVAL (6-0)* **ZC Recommends:** *APPROVAL (5-1)* 

2. Z-07-18 A map amendment to rezone +/- 29.75 acres from the AG, Agricultural Priority District to the A2, Agricultural-Related Business District requested by Conger Solar, LLC, lessee of site, which is managed by Cypress Creek Renewables Development, LLC and whom is represented by David N. Tanner, Attorney, for property that is located on the west side of N. Hoisington Road, +/- 1,656 feet south of Berglund Road in Pecatonica Township.

PIN: Part of PIN: 09-35-400-004 C.B. District: 1 Lesa Rating: N/A Consistent W/2030 LRMP – Future Map: YES

**ZBA Recommends:** *APPROVAL (4-1; 1 abstain)* 

**ZC Recommends:** *APPROVAL (5-1)* 

3. Z-08-18 A map amendment to rezone +/- 3.19 acres from the AG, Agricultural Priority District to the RA, Rural Agricultural Residential District (a sub-district of the RA District), requested by Seth A. and Kelly R. Beard, contract purchasers, for property that is located on the west side of Will Road, approximately one quarter of a mile north of Yale Bridge Road in Shirland Township.

PIN: Part of PIN: 03-07-200-013 C.B. District: 2 Lesa Rating: Very High Consistent W/2030 LRMP – Future Map: NO

**ZBA Recommends:** *MOTION TO APPROVE FAILED (3-3)* 

**ZC Recommends:** *APPROVAL (4-2)* 

4. Z-10-18 A map amendment to rezone +/- 26.41 acres from the AG, Agricultural Priority District to the A2, Agricultural-Related Business District, requested by Conger Solar III, LLC, lessee of site, which is managed by Cypress Creek Renewables Development, LLC, and whom is represented by David N. Tanner, Attorney, for property that is generally located on the southeast corner of N. Hoisington Road and Berglund Road intersection in Pecatonica Township.

PIN: Part of PIN: 09-36-300-001 C.B. District: 1 Lesa Rating: N/A Consistent W/2030 LRMP – Future Map: YES

**ZBA Recommends:** *MOTION TO APPROVE FAILED (2-3; 1 abstain)* 

**ZC Recommends:** *APPROVAL* (6-0)

#### **Attachment**

### ZONING COMMITTEE OF THE COUNTY BOARD AGENDA July 12, 2018

5. Z-12-18 A map amendment to rezone +/- 33.06 acres from the AG, Agricultural Priority District to the A2, Agricultural-Related Business District, requested by Winnebago Solar, LLC, lessee of site, which is managed by Cypress Creek Renewables Development, LLC, and whom is represented by David N. Tanner, Attorney, for property that is generally located at the east end of Green Road on the south side in Pecatonica Township.

PIN: Part of PIN: 09-16-200-005 C.B. District: 1 Lesa Rating: N/A Consistent W/2030 LRMP – Future Map: YES

**ZBA Recommends:** *MOTION TO APPROVE FAILED (3-3)* 

**ZC Recommends:** *APPROVAL (5-1)* 

- **B.** <u>COMMITTEE REPORT (ANNOUNCEMENTS)</u> for informational purposes only; not intended as a public notice):
  - Chairman, Brian Erickson, hereby announces that a *Zoning Board of Appeals (ZBA)* meeting is scheduled for Tuesday, **July 17, 2018**, at 5:30 p.m. in Room 303 of the County Administration Building for the following petitions:
    - 1. Z-15-17 A map amendment to rezone +/- 25.0 acres from the AG, Agricultural Priority District to the A-2, Agriculture-Related Business District for the property commonly known as 10076 Fish Hatchery Road in Burritt Township, District 1.
    - 2. SU-08-17 A special use permit for a retreat center in the A-2, Agriculture-Related Business District for the property commonly known as 10076 Fish Hatchery Road in Burritt Township, District 1.
    - 3. Z-06-18 A map amendment to rezone +/- 21.84 acres from the AG, Agricultural Priority District to the A2, Agricultural-Related Business District for property that is located on the west side of Tate Road, +/- 1800 feet north of Latham Road in Owen Township, District 1.
    - 4. Z-13-18 A map amendment to rezone +/- 36.22 acres from the AG, Agricultural Priority District to the A2, Agricultural-Related Business District for a portion of the property commonly known as 7918 N. Pecatonica Road in Pecatonica Township, District 1.
  - Chairman, Jim Webster, hereby announces that the next *Zoning Committee (ZC)* meeting is *tentatively* scheduled for Wednesday, **July 25, 2018**, at 5:30 p.m. in Room 303 of the County Administration Building.

# OPERATIONS & ADMINISTRATIVE COMMITTEE

COUNTY BOARD MEETING July 12, 2018

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

Submitted by: Public Safety Committee

2018 CR

### RESOLUTION APPOINTING BRETT J. FRAZIER TO THE POSITION OF ANIMAL SERVICES ADMINISTRATOR OF THE COUNTY OF WINNEBAGO, ILLINOIS

**WHEREAS**, there is a vacancy in the position of the Animal Services Administrator; and

**WHEREAS**, it is the recommendation of the County Board Chairman to appoint Brett J. Frazier to fill the vacancy in the position of the Animal Services Administrator.

**NOW, THEREFORE, BE IT RESOLVED**, by the County Board of the County of Winnebago, Illinois, that it consents of the appointment of Brett J. Frazier to the position of Animal Services Administrator of the County of Winnebago, Illinois.

**BE IT FURTHER RESOLVED**, that this Resolution shall be effective immediately upon its adoption.

Respectfully Submitted,
OPERATIONS & ADMINISTRATIVE COMMITTEE
AND PUBLIC SAFETY COMMITTEE

### AGREE DISAGREE

GARY JURY, CHAIRMAN	Gary Jury, Chairman
JEAN CROSBY	JEAN CROSBY
ANGIE GORAL	Angie Goral
JOE HOFFMAN	JOE HOFFMAN
KEITH McDonald	KEITH McDonald
ELI NICOLOSI	ELI NICOLOSI
DOROTHY REDD	DOROTHY REDD
DAVE FIDUCCIA, CHAIRMAN	Dave Fiduccia, Chairman
AARON BOOKER	Aaron Booker
DAN FELLARS	DAN FELLARS
ELI NICOLOSI	ELI NICOLOSI
DOROTHY REDD	DOROTHY REDD
FRED WESCOTT	Fred Wescott

The above and foregoing F	Resolution w	as 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 J. MCCALL CLERK OF THE COUNTY BOARD		

OF THE COUNTY OF WINNEBAGO, ILLINOIS

# PUBLIC WORKS COMMITTEE

County Board: 07/12/2018

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

#### 18-CO-

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

## AN ORDINANCE AMENDING CHAPTER 82 OF THE WINNEBAGO COUNTY CODE REGULATING THE PLACEMENT OF UTILITIES AND FACILITIES WITHIN THE RIGHTS-OF-WAY OF WINNEBAGO COUNTY HIGHWAYS

WHEREAS, Chapter 82 of the Winnebago County Code, entitled, "Traffic and Vehicles" regulates traffic and vehicles upon highways within the Winnebago County Highway System; and

WHEREAS, the Illinois Compiled Statues, as amended, provide for the County Board and the County Engineer to have authority over and supervision of County Highways; and

WHEREAS, the Illinois Highway Code (605 ILCS 5/5-414), as amended, grants county boards the authority to adopt regulations providing for the issuance of permits by the County Engineer for the temporary closure to traffic of any portion of a highway under their jurisdiction for any public purpose; and

WHEREAS, the Illinois Highway Code (605 ILCS 5/9-113), as amended, set forth the powers and authority of the appropriate highway authority as they relate to the placement, removal, relocation, modification, or abandonment of utilities and facilities within public highways including their placement within the rights-of-way of county highways. For county highways, the appropriate highway authority shall be the County Engineer; and

WHEREAS, the Illinois Highway Code (605 ILCS 5/9-115.1), as amended, requires that drainage facilities for the purposes of detention or retention of water may not be constructed within a distance of 10 feet plus one and one-half (1.5) times the depth of the drainage facility adjacent to the right-of-way of any public highway without the written permission of the highway authority having jurisdiction over the public highway. The toe of any earthen berm may not be constructed nearer than 10 feet to the right-of-way of any public highway without the written permission of the highway authority having jurisdiction over the public highway; and

WHEREAS, it was not the intent of the County of Winnebago to charge the fees included in Chapter 82 of the Winnebago County Code to residential homeowners for service line connections; and

WHEREAS, it would be in the public interest to adopt the recommended amendments to Chapter 82 of the Winnebago County Code to preserve and protect the public safety, health, and general

welfare as they relate to the operation and use of County Highways and their associated rights-of-way.

**NOW, THEREFORE BE IT ORDAINED,** by the County Board of the County of Winnebago, Illinois that Chapter 82, Section 82-105 of the Winnebago County Code entitled, "Utility or Facility permit required within County Highway right-of-way," is hereby amended by adding a paragraph to Section 82-105 to read as follows:

## G. Service Connections;

- 1) The owner of a utility or facility located within the right-of-way of a county highway shall be responsible for and repair, or cause to be repaired, damage to any property of the county and shall restore any disturbed county highway rights-of-way due to any service connections whether installed by the owner, his or her authorized representative, or by others.
- 2) Service connections for water service and sanitary sewer service are allowed to be located within the right-of-way of the county highway, provided that the appropriate permit for the services has been issued and the appropriate acceptance form has been signed. The Winnebago County Highway Department is not responsible for reestablishing any service connections damaged by anyone performing work within the county highway right-of-way.
- 3) The County Engineer may, at the County Engineer's discretion, waive any permit and/or permit fee for private homeowners for service line connections and governmental agencies including but not limited to local city or village governments, reclamation district, and water districts.

**BE IT FURTHER ORDAINED** that this Ordinance as amended shall be in full force and effect immediately upon its adoption.

**BE IT FURTHER ORDAINED** that the Clerk of the County Board is hereby authorized to prepare and deliver certified copies of this Ordinance to the Winnebago County Auditor, Treasurer, Administrator and 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 w Winnebago, Illinois this day of	was adopted by the County Board of the County 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	

## **APPENDIX 1**

## **Winnebago County Highway Department**

## UTILTY AND FACILITY PERMIT FEE SCHEDULE

Item/particulars	Application Fee	Highway Permit fee					Т	Traffic control fee		
		Installation of lines/cables 1/4 mile or less	Installation of lines/cables more than 1/4 mile	Involves one location boring across county highway	Involves multiple locations boring across county highway	Involves one location open cut across county highway	Involves multiple locations open cut across county highway	Does not impede traffic	Involves county road lane closure	Involves county road closure and/or detour
Utility or Facility cab	les and struct	ures								
Overhead (OH) cables on poles only	\$500.00	\$100.00	\$200.00	N/A	N/A	N/A	N/A	\$0.00	\$150.00	\$250.00
Underground (UG) cables	\$500.00	\$100.00	\$200.00	\$75.00	\$150.00	\$250.00	\$500.00	\$0.00	\$150.00	\$250.00
Combined OH & UG cables	\$500.00	\$100.00	\$200.00	\$75.00	\$150.00	\$250.00	\$500.00	\$0.00	\$150.00	\$250.00
Utility main/service I	ines and struc	tures								
Underground (UG) main line/service lines	\$500.00	\$100.00	\$200.00	\$75.00	\$150.00	\$250.00	\$500.00	\$0.00	\$150.00	\$250.00
Service connections										
Service Connection	\$100.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A

Note: (1) Utility permit fee shall be the sum of application fee, various highway permit fees and traffic control fee.

Note: (2) Highway permit fee shall be determined based on the total sum of different components involved in a particular application.

Note: (3) Any utility permit application involving multiple County highways, each highway will be considered as a separate permit application.

18-022

County Board: 7/12/2018

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

Sponsored by: David Kelly

Submitted by: Public Works Committee

2018 CR

## RESOLUTION AUTHORIZING THE PURCHASE OF AN ASPHALT PATCHING MACHINE - TRAILER MOUNTED

WHEREAS, Section 3-357 (7) of the Winnebago County Code sets forth the guidelines for the County's participation in governmental joint purchasing agreements, and pursuant to the Illinois Governmental Joint Purchasing Act (30 ILCS 525/0.01 et seq.) the County has reviewed the State of Illinois Contract – Illinois Department of Transportation Reference Number 2018-12.

WHEREAS, the Highway Department is in need to acquire Asphalt Patching equipment; and,

WHEREAS, the Public Works Committee of the County Board for the County of Winnebago, Illinois has reviewed the Contract between the State of Illinois and Duraco, Inc. DBA DuraPatcher, reference # 2018-12, for a new Asphalt Patching Machine, Trailer Mounted, Multi- function with a 48-inch LED Arrow Board and recommends awarding the contract as follows:

Duraco, Inc. DBA DuraPatcher 2000 Old Whitfield Rd Pearl, MS 39208

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

#### 46100-46430

**NOW, THEREFORE, BE IT RESOLVED,** that 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, a Purchase Order with Duraco, Inc. DBA DuraPatcher, 2000 Old Whitfield Rd, Pearl, MS 39208 for a not to exceed FIFTY THOUSAND AND ZERO DOLLARS (\$50,000.00), which is the total for the new trailer mounted Asphalt Patching Machine (DuraPatcher), the 48" LED Arrow Board and freight.

**BE IT FURTHER RESOLVED,** that any contract entered into by the County Board Chairman pursuant to the authority granted by this Resolution shall contain substantially the same terms as those contained in the quote attached.

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

## Respectfully Submitted, PUBLIC WORKS COMMITTEE

AGREE	DISAGREE
DAVE KELLEY, CHAIRMAN	Dave Kelley, Chairman
DAVID BOOMER	DAVID BOOMER
Burt Gerl	Bert Gerl
DAVE TASSONI	Dave Tassoni
JIM WEBSTER	JIM WEBSTER
The above and foregoing Resolution was ad	opted by the County Board of the County of
Winnebago, Illinois thisday 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

## STATE OF ILLINOIS CONTRACT

Illinois Department of Transportation Trailer Mounted Asphalt Patching Machines Reference No. 2018-12

Address (City/State/Zip): 2000 Old Whitfield Rd, Pearl, MS 39208 / PoBox 6127 Jackson, MS 39288
Phone: 601-932-2100
Fax: 601-936-6039
Email: bthielbar@cimline.com
Phone: 217-524-3938
Fax: N/A
Date: 5/17/18
Date: 5/10/18
,
Date: 5/7/18

State of Illinois IFB Contract: Signature Page V.18.1

#### Duraco Inc.

Professional Pavement Maintenance Products 2000 Old Whitfield Road Pearl, MS 39208 Phone (866) 607-2824 Fax (601) 936-6039

QUOTE TO:

Carlos Molina Winnebago County Highway Dept 424 No Springfield Ave Rockford IL 61101 ADDRESS: CITY: STATE/ ZIP:

NAME: COMPANY:

Manager Signature

Nat Alford

## Quotation

DATE: 6/28/2018 QUOTE # Winn101 Salesman Nat Alford

ITEM	DESCRIPTION	PART NO.	QTY	LIST PRICE	DISC. 1	DISC. 2	E	XT. PRICE
	New 2018 DuyraPatcher Model P2 Trailer mounted		1				\$	47,850.00
	with all standard equipment		1				\$	1,031.0
	Directional Arrow Board						\$	-
y ==							\$	
							\$	-
	Pricing per IL Contract 2018-12						\$	
							\$	-
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		7				ge amount	\$	
	, ,					AX RATE	_	
						ALES TAX		-
						FREIGHT	_	\$900.00
						TOTAL	\$	49,781.00

THANK YOU FOR THE OPPORTUNITY TO PROVIDE YOU WITH A QUOTE.

County Board: 7/12/2018

# 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 EXECUTION OF A VEHICLE LEASING PROGRAM WITH ENTERPRISE FM TRUST FOR THE LEASING OF LIGHT TRUCKS AND VEHICLES

WHEREAS, the Winnebago County Highway Department uses heavy duty, light duty and other various types of equipment and vehicles in maintaining the Winnebago County Highway system; and

WHEREAS, motor fuel tax and other tax revenues are insufficient to meet the on-going needs of the Winnebago County Highway Department; and

WHEREAS, the Winnebago County Highway Department continues to identify cost savings measures to reduce the Highway Department's costs so that the Highway Department's limited resources can be used on maintaining and improving the Winnebago County Highway system; and

WHEREAS, the Winnebago County Highway Department anticipates significant financial and practical advantages by leasing some of the light duty trucks and vehicles the Winnebago Highway Department uses; and

WHEREAS, under Chapter 2, Section 3-357(7), the Winnebago County, Illinois Code of Ordinances authorizes the execution of agreements to participate in cooperative purchasing agreements. Cooperative purchasing is increasingly popular at the federal, state, and local levels because it can save significant time and money in contract production as well as lower contract prices through the power of aggregation; and

**WHEREAS**, one purchasing group Winnebago County, Illinois is a member of is The Interlocal Purchasing system (TIPS); and

WHEREAS, in July, 2016, following a competitive proposal process, TIPS awarded a Fleet Leasing and Management Services contract to Enterprise Fleet Management, Inc. TIPS followed the same process Winnebago County, Illinois would follow for the public procurement, including: publicly advertising the bid, analyzing the responses form the proposers (Enterprise and Acme Leasing), and entering into a contract with the awarded vendor, Enterprise Fleet Management, Inc.; and

WHEREAS, it would be in the public interest to enter into the attached Master Equity Lease Agreement and Amendment to Master Equity Lease Agreement with Enterprise FM Trust for the lease of light duty trucks and vehicles to be used by the Winnebago County Highway Department; and

**NOW, THEREFORE, BE IT RESOLVED** by the County Board of the County of Winnebago, Illinois hereby approves that the County Board Chairman is authorized to execute on behalf of the County of Winnebago the agreement between the County of Winnebago and Enterprise FM Trust the "Master Equity Lease Agreement" and "Amendment to Master Equity Lease Agreement" in substantially the form attached hereto (hereafter, respectively the "AGREEMENT" and "AMENDMENT TO AGREEMENT").

**BE IT FURTHER RESOLVED,** that the AGREEMENT and AMENDMENT TO AGREEMENT entered into shall not become effective and binding unless and until the respective parties have executed them; and

BE IT FURTHER RESOLVED, that this 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 directed to prepare and deliver one (1) certified copy of this Resolution to the Winnebago County Treasurer, Auditor, Director of Purchasing and Winnebago County Engineer.

# Respectfully submitted, PUBLIC WORKS COMMITTEE

<u>AGREE</u>	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 w Winnebago, Illinois this day of	as adopted by the County Board of the County 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	



### MASTER EQUITY LEASE AGREEMENT

This Master Equity Lease Agreement is entered into this _ ("Lessor"), and the lessee whose name and address is set	day of forth on the signature	page below ("Lessee").	statutory trust

- 1. LEASE OF VEHICLES: Lessor hereby leases to Lessee and Lessee hereby leases from Lessor the vehicles (individually, a "Vehicle" and collectively, the "Vehicles") described in the schedules from time to time delivered by Lessor to Lessee as set forth below ("Schedule(s)") for the rentals and on the terms set forth in this Agreement and in the applicable Schedule. References to this "Agreement" shall include this Master Equity Lease Agreement and the various Schedules and addenda to this Master Equity Lease Agreement. Lessor will, on or about the date of delivery of each Vehicle to Lessee, send Lessee a Schedule covering the Vehicle, which will include, among other things, a description of the Vehicle, the lease term and the monthly rental and other payments due with respect to the Vehicle. The terms contained in each such Schedule will be binding on Lessee unless Lessee objects in writing to such Schedule within ten (10) days after the date of delivery of the Vehicle covered by such Schedule. Lessor is the sole legal owner of each Vehicle. This Agreement is a lease only and Lessee will have no right, title or interest in or to the Vehicles except for the use of the Vehicles as described in this Agreement. This Agreement shall be treated as a true lease for federal and applicable state income tax purposes with Lessor having all benefits of ownership of the Vehicles. It is understood and agreed that Enterprise Fleet Management, Inc. or an affiliate thereof (together with any subservicer, agent, successor or assign as servicer on behalf of Lessor, "Servicer") may administer this Agreement on behalf of Lessor and may perform the service functions herein provided to be performed by Lessor.
- 2. TERM: The term of this Agreement ("Term") for each Vehicle begins on the date such Vehicle is delivered to Lessee (the "Delivery Date") and, unless terminated earlier in accordance with the terms of this Agreement, continues for the "Lease Term" as described in the applicable Schedule.

## 3. RENT AND OTHER CHARGES:

- (a) Lessee agrees to pay Lessor monthly rental and other payments according to the Schedules and this Agreement. The monthly payments will be in the amount listed as the "Total Monthly Rental Including Additional Services" on the applicable Schedule (with any portion of such amount identified as a charge for maintenance services under Section 4 of the applicable Schedule being payable to Lessor as agent for Enterprise Fleet Management, Inc.) and will be due and payable in advance on the first day of each month. If a Vehicle is delivered to Lessee on any day other than the first day of a month, monthly rental payments will begin on the first day of the next month. In addition to the monthly rental payments, Lessee agrees to pay Lessor a pro-rated rental charge for the number of days that the Delivery Date precedes the first monthly rental payment date. A portion of each monthly rental payment, being the amount designated as "Depreciation Reserve" on the applicable Schedule, will be considered as a reserve for depreciation and will be credited against the Delivered Price of the Vehicle for purposes of computing the Book Value of the Vehicle under Section 3(c). Lessee agrees to pay Lessor the "Total Initial Charges" set forth in each Schedule on the due date of the first monthly rental payment under such Schedule. Lessee agrees to pay Lessor the "Service Charge Due at Lease Termination" set forth in each Schedule at the end of the applicable Term (whether by reason of expiration, early termination or otherwise).
- (b) In the event the Term for any Vehicle ends prior to the last day of the scheduled Term, whether as a result of a default by Lessee, a Casualty Occurrence or any other reason, the rentals and management fees paid by Lessee will be recalculated in accordance with the rule of 78's and the adjusted amount will be payable by Lessee to Lessor on the termination date.
- (c) Lessee agrees to pay Lessor within thirty (30) days after the end of the Term for each Vehicle, additional rent equal to the excess, if any, of the Book Value of such Vehicle over the greater of (i) the wholesale value of such Vehicle as determined by Lessor in good faith or (ii) except as provided below, twenty percent (20%) of the Delivered Price of such Vehicle as set forth in the applicable Schedule. If the Book Value of such Vehicle is less than the greater of (i) the wholesale value of such Vehicle as determined by Lessor in good faith or (ii) except as provided below, twenty percent (20%) of the Delivered Price of such Vehicle as set forth in the applicable Schedule, Lessor agrees to pay such deficiency to Lessee as a terminal rental adjustment within thirty (30) days after the end of the applicable Term. Notwithstanding the foregoing, if (i) the Term for a Vehicle is greater than forty-eight (48) months (including any extension of the Term for such Vehicle), (ii) the mileage on a Vehicle at the end of the Term is greater than 15,000 miles per year on average (prorated on a daily basis) (i.e., if the mileage on a Vehicle with a Term of thirty-six (36) months is greater than 45,000 miles) or (iii) in the sole judgment of Lessor, a Vehicle has been subject to damage or any abnormal or excessive wear and tear, the calculations described in the two immediately preceding sentences shall be made without giving effect to clause (ii) in each such sentence. The "Book Value" of a Vehicle means the sum of (i) the "Delivered Price" of the Vehicle as set forth in the applicable Schedule minus (ii) the total Depreciation Reserve paid by Lessee to Lessor with respect to such Vehicle plus (iii) all accrued and unpaid rent and/or other amounts owed by Lessee with respect to such Vehicle.
- (d) Any security deposit of Lessee will be returned to Lessee at the end of the applicable Term, except that the deposit will first be applied to any losses and/or damages suffered by Lessor as a result of Lessee's breach of or default under this Agreement and/or to any other amounts then owed by Lessor.
- (e) Any rental payment or other amount owed by Lessee to Lessor which is not paid within twenty (20) days after its due date will accrue interest, payable on demand of Lessor, from the date due until paid in full at a rate per annum equal to the lesser of (i) Eighteen Percent (18%) per annum or (ii) the highest rate permitted by applicable law (the "Default Rate").
- (f) If Lessee fails to pay any amount due under this Agreement or to comply with any of the covenants contained in this Agreement, Lessor, Servicer or any other agent of Lessor may, at its option, pay such amounts or perform such covenants and all sums paid or incurred by Lessor in connection therewith will be repayable by Lessee to Lessor upon demand together with interest thereon at the Default Rate.

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- (g) Lessee's obligations to make all payments of rent and other amounts under this Agreement are absolute and unconditional and such payments shall be made in immediately available funds without setoff, counterclaim or deduction of any kind. Lessee acknowledges and agrees that neither any Casualty Occurrence to any Vehicle nor any defect, unfitness or lack of governmental approval in, of, or with respect to, any Vehicle regardless of the cause or consequence nor regardless of the cause or consequence will relieve Lessee from the performance of any of its obligations under this Agreement, including, without limitation, the payment of rent and other amounts under this Agreement.
- 4. USE AND SURRENDER OF VEHICLES: Lessee agrees to allow only duly authorized, licensed and insured drivers to use and operate the Vehicles. Lessee agrees to comply with, and cause its drivers to comply with, all laws, statutes, rules, regulations and ordinances and the provisions of all insurance policies affecting or covering the Vehicles or their use or operation. Lessee agrees to keep the Vehicles free of all liens, charges and encumbrances. Lessee agrees that in no event will any Vehicle be used or operated for transporting hazardous substances or persons for hire, for any illegal purpose or to pull trailers that exceed the manufacturer's trailer towing recommendations. Lessee agrees that no Vehicle is intended to be or will be utilized as a "school bus" as defined in the Code of Federal Regulations or any applicable state or municipal statute or regulation. Lessee agrees not to remove any Vehicle from the continental United States without first obtaining Lessor's written consent. At the expiration or earlier termination of this Agreement with respect to each Vehicle, or upon demand by Lessor made pursuant to Section 14, Lessee at its risk and expense agrees to return such Vehicle to Lessor at such place and by such reasonable means as may be designated by Lessor. If for any reason Lessee fails to return any Vehicle to Lessor as and when required in accordance with this Section, Lessee agrees to pay Lessor additional rent for such Vehicle at twice the normal pro-rated daily rent. Acceptance of such additional rent by Lessor will in no way limit Lessor's remedies with respect to Lessee's failure to return any Vehicle as required hereunder.
- 5. COSTS, EXPENSES, FEES AND CHARGES: Lessee agrees to pay all costs, expenses, fees, charges, fines, tickets, penalties and taxes (other than federal and state income taxes on the income of Lessor) incurred in connection with the titling, registration, delivery, purchase, sale, rental, use or operation of the Vehicles during the Term. If Lessor, Servicer or any other agent of Lessor incurs any such costs or expenses, Lessee agrees to promptly reimburse Lessor for the same.
- 6. LICENSE AND CHARGES: Each Vehicle will be titled and licensed in the name designated by Lessor at Lessee's expense. Certain other charges relating to the acquisition of each Vehicle and paid or satisfied by Lessor have been capitalized in determining the monthly rental, treated as an initial charge or otherwise charged to Lessee. Such charges have been determined without reduction for trade-in, exchange allowance or other credit attributable to any Lessor-owned vehicle.
- 7. REGISTRATION PLATES, ETC.: Lessee agrees, at its expense, to obtain in the name designated by Lessor all registration plates and other plates, permits, inspections and/or licenses required in connection with the Vehicles, except for the initial registration plates which Lessor will obtain at Lessee's expense. The parties agree to cooperate and to furnish any and all information or documentation, which may be reasonably necessary for compliance with the provisions of this Section or any federal, state or local law, rule, regulation or ordinance. Lessee agrees that it will not permit any Vehicle to be located in a state other than the state in which such Vehicle is then titled for any continuous period of time that would require such Vehicle to become subject to the titling and/or registration laws of such other state.

## 8. MAINTENANCE OF AND IMPROVEMENTS TO VEHICLES:

- (a) Lessee agrees, at its expense, to (i) maintain the Vehicles in good condition, repair, maintenance and running order and in accordance with all manufacturer's instructions and warranty requirements and all legal requirements and (ii) furnish all labor, materials, parts and other essentials required for the proper operation and maintenance of the Vehicles. Any alterations, additions, replacement parts or improvements to a Vehicle will become and remain the property of Lessor and will be returned with such Vehicle upon such Vehicle's return pursuant to Section 4. Notwithstanding the foregoing, so long as no Event of Default has occurred and is continuing, Lessee shall have the right to remove any additional equipment installed by Lessee on a Vehicle prior to returning such Vehicle to Lessor under Section 4. The value of such alterations, additions, replacement parts and improvements will in no instance be regarded as rent. Without the prior written consent of Lessor, Lessee will not make any alterations, additions, replacement parts or improvements to any Vehicle which detract from its economic value or functional utility. Lessor will not be required to make any repairs or replacements of any nature or description with respect to any Vehicle, to maintain or repair any Vehicle or to make any expenditure whatsoever in connection with any Vehicle or this Agreement.
- (b) Lessor and Lessee acknowledge and agree that if Section 4 of a Schedule includes a charge for maintenance, (i) the Vehicle(s) covered by such Schedule are subject to a separate maintenance agreement between Enterprise Fleet Management, Inc. and Lessee and (ii) Lessor shall have no liability or responsibility for any failure of Enterprise Fleet Management, Inc. to perform any of its obligations thereunder or to pay or reimburse Lessee for its payment of any costs and expenses incurred in connection with the maintenance or repair of any such Vehicle(s).

## 9. SELECTION OF VEHICLES AND DISCLAIMER OF WARRANTIES:

- (a) LESSEE ACCEPTANCE OF DELIVERY AND USE OF EACH VEHICLE WILL CONCLUSIVELY ESTABLISH THAT SUCH VEHICLE IS OF A SIZE, DESIGN, CAPACITY, TYPE AND MANUFACTURE SELECTED BY LESSEE AND THAT SUCH VEHICLE IS IN GOOD CONDITION AND REPAIR AND IS SATISFACTORY IN ALL RESPECTS AND IS SUITABLE FOR LESSEE'S PURPOSE. LESSEE ACKNOWLEDGES THAT LESSOR IS NOT A MANUFACTURER OF ANY VEHICLE OR AN AGENT OF A MANUFACTURER OF ANY VEHICLE.
- (b) LESSOR MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO ANY VEHICLE, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY AS TO CONDITION, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, IT BEING AGREED THAT ALL SUCH RISKS ARE TO BE BORNE BY LESSEE. THE VEHICLES ARE LEASED "AS IS," "WITH ALL FAULTS." All warranties made by any supplier, vendor and/or manufacturer of a Vehicle are hereby assigned by Lessor to Lessee for the applicable Term and Lessee's only remedy, if any, is against the supplier, vendor or manufacturer of the Vehicle.

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- (c) None of Lessor, Servicer or any other agent of Lessor will be liable to Lessee for any liability, claim, loss, damage (direct, incidental or consequential) or expense of any kind or nature, caused directly or indirectly, by any Vehicle or any inadequacy of any Vehicle for any purpose or any defect (latent or patent) in any Vehicle or the use or maintenance of any Vehicle or any repair, servicing or adjustment of or to any Vehicle, or any delay in providing or failure to provide any Vehicle, or any interruption or loss of service or use of any Vehicle, or any loss of business or any damage whatsoever and however caused. In addition, none of Lessor, Servicer or any other agent of Lessor will have any liability to Lessee under this Agreement or under any order authorization form executed by Lessee if Lessor is unable to locate or purchase a Vehicle ordered by Lessee or for any delay in delivery of any Vehicle ordered by Lessee.
- 10. RISK OF LOSS: Lessee assumes and agrees to bear the entire risk of loss of, theft of, damage to or destruction of any Vehicle from any cause whatsoever ("Casualty Occurrence"). In the event of a Casualty Occurrence to a Vehicle, Lessee shall give Lessor prompt notice of the Casualty Occurrence and thereafter will place the applicable Vehicle in good repair, condition and working order; provided, however, that if the applicable Vehicle is determined by Lessor to be lost, stolen, destroyed or damaged beyond repair (a "Totaled Vehicle"), Lessee agrees to pay Lessor no later than the date thirty (30) days after the date of the Casualty Occurrence the amounts owed under Sections 3(b) and 3(c) with respect to such Totaled Vehicle. Upon such payment, this Agreement will terminate with respect to such Totaled Vehicle.

#### 11. INSURANCE:

- (a) Lessee agrees to purchase and maintain in force during the Term, insurance policies in at least the amounts listed below covering each Vehicle, to be written by an insurance company or companies satisfactory to Lessor, insuring Lessee, Lessor and any other person or entity designated by Lessor against any damage, claim, suit, action or liability:
- (i) Commercial Automobile Liability Insurance (including Uninsured/Underinsured Motorist Coverage and No-Fault Protection where required by law) for the limits listed below (Note \$2,000,000 Combined Single Limit Bodily Injury and Property Damage with No Deductible is required for each Vehicle capable of transporting more than 8 passengers):

State of Vehicle Registration	Coverage
Connecticut, Massachusetts, Maine, New Hampshire, New Jersey, New York, Pennsylvania, Rhode Island, and Vermont	\$1,000,000 Combined Single Limit Bodily Injury and Property Damage - No Deductible
Florida	\$500,000 Combined Single Limit Bodily Injury and Property Damage or \$100,000 Bodily Injury Per Person, \$300,000 Per Occurrence and \$50,000 Property Damage (100/300/50) - No Deductible
All Other States	\$300,000 Combined Single Limit Bodily Injury and Property Damage or \$100,000 Bodily Injury Per Person, \$300,000 Per Occurrence and \$50,000 Property Damage (100/300/50) - No Deductible

(ii) Physical Damage Insurance (Collision & Comprehensive): Actual cash value of the applicable Vehicle. Maximum deductible of \$500 per occurrence - Collision and \$250 per occurrence - Comprehensive).

If the requirements of any governmental or regulatory agency exceed the minimums stated in this Agreement, Lessee must obtain and maintain the higher insurance requirements. Lessee agrees that each required policy of insurance will by appropriate endorsement or otherwise name Lessor and any other person or entity designated by Lessor as additional insureds and loss payees, as their respective interests may appear. Further, each such insurance policy must provide the following: (i) that the same may not be cancelled, changed or modified until after the insurer has given to Lessor, Servicer and any other person or entity designated by Lessor at least thirty (30) days prior written notice of such proposed cancellation, change or modification, (ii) that no act or default of Lessee or any other person or entity shall affect the right of Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns to recover under such policy or policies of insurance in the event of any loss of or damage to any Vehicle and (iii) that the coverage is "primary coverage" for the protection of Lessee, Lessor, Servicer, any other agent of Lessor and their respective successors and assigns notwithstanding any other coverage carried by Lessee, Lessor, Servicer, any other agent of Lessor and their respective successors or assigns protecting against similar risks. Original certificates evidencing such coverage and naming Lessor, Servicer, any other agent of Lessor and any other person or entity designated by Lessor as additional insureds and loss payees shall be furnished to Lessor prior to the Delivery Date, and annually thereafter and/or as reasonably requested by Lessor from time to time. In the event of default, Lessee hereby appoints Lessor, Servicer and any other agent of Lessor as Lessee's attorney-in-fact to receive payment of, to endorse all checks and other documents and to take any other actions necessary to pursue insurance claims and recover payments if Lessee fails to do so. Any expense of Lessor,

Lessee, its drivers, servants and agents agree to cooperate fully with Lessor, Servicer, any other agent of Lessor and any insurance carriers in the investigation, defense and prosecution of all claims or suits arising from the use or operation of any Vehicle. If any claim is made or action commenced for death, personal injury or property damage resulting from the ownership, maintenance, use or operation of any Vehicle, Lessee will promptly notify Lessor of such action or claim and forward to Lessor a copy of every demand, notice, summons or other process received in connection with such claim or action.

(b) Notwithstanding the provisions of Section 11(a) above: (i) if Section 4 of a Schedule includes a charge for physical damage waiver, Lessor agrees that
(A) Lessee will not be required to obtain or maintain the minimum physical damage insurance (collision and comprehensive) required under Section 11(a) for
the Vehicle(s) covered by such Schedule and (B) Lessor will assume the risk of physical damage (collision and comprehensive) to the Vehicle(s) covered by
such Schedule; provided, however, that such physical damage waiver shall not apply to, and Lessee shall be and remain liable and responsible for, damage to
a covered Vehicle caused by wear and tear or mechanical breakdown or failure, damage to or loss of any parts, accessories or components added to a covered

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Vehicle by Lessee without the prior written consent of Lessor and/or damage to or loss of any property and/or personal effects contained in a covered Vehicle. In the event of a Casualty Occurrence to a covered Vehicle, Lessor may, at its option, replace, rather than repair, the damaged Vehicle with an equivalent vehicle, which replacement vehicle will then constitute the "Vehicle" for purposes of this Agreement; and (ii) if Section 4 of a Schedule includes a charge for commercial automobile liability enrollment, Lessor agrees that it will, at its expense, obtain for and on behalf of Lessee, by adding Lessee as an additional insured under a commercial automobile liability insurance policy issued by an insurance company selected by Lessor, commercial automobile liability insurance satisfying the applicable Term terminate said obligation to provide physical damage waiver and/or commercial automobile liability enrollment and cancel such physical damage waiver and/or commercial automobile liability enrollment upon giving Lessee at least ten (10) days prior written notice. Upon such cancellation, insurance in the minimum amounts as set forth in 11(a) shall be obtained and maintained by Lessee at Lessee's expense. An adjustment will be made in monthly rental charges payable by Lessee to reflect any such change and Lessee agrees to furnish Lessor with satisfactory proof of insurance coverage within ten (10) days after mailing of the notice. In addition, Lessor may change the rates charged by Lessor under this Section 11(b) for physical damage waiver and/or commercial automobile liability enrollment upon giving Lessee at least thirty (30) days prior written notice.

- 12. INDEMNITY: To the extent permitted by state law, Lessee agrees to defend and indemnify Lessor, Servicer, any other agent of Lessor and their respective successors and assigns from and against any and all losses, damages, liabilities, suits, claims, demands, costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) which Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns may incur by reason of Lessee's breach or violation of, or failure to observe or perform, any term, provision or covenant of this Agreement, or as a result of any loss, damage, theft or destruction of any Vehicle or related to or arising out of or in connection with the use, operation or condition of any Vehicle. The provisions of this Section 12 shall survive any expiration or termination of this Agreement. Nothing herein shall be deemed to affect the rights, privileges, and immunities of Lessee and the foregoing indemnity provision is not intended to be a waiver of any sovereign immunity afforded to Lessee pursuant to the law.
- 13. INSPECTION OF VEHICLES; ODOMETER DISCLOSURE; FINANCIAL STATEMENTS: Lessee agrees to accomplish, at its expense, all inspections of the Vehicles required by any governmental authority during the Term. Lessor, Servicer, any other agent of Lessor and any of their respective successors or assigns will have the right to inspect any Vehicle at any reasonable time(s) during the Term and for this purpose to enter into or upon any building or place where any Vehicle is located. Lessee agrees to comply with all odometer disclosure laws, rules and regulations and to provide such written and signed disclosure information on such forms and in such manner as directed by Lessor. Providing false information or failure to complete the odometer disclosure form as required by law may result in fines and/or imprisonment. Lessee hereby agrees to promptly deliver to Lessor such financial statements and other financial information regarding Lessee as Lessor may from time to time reasonably request.
- 14. DEFAULT; REMEDIES: The following shall constitute events of default ("Events of Default") by Lessee under this Agreement: (a) if Lessee fails to pay when due any rent or other amount due under this Agreement and any such failure shall remain unremedied for ten (10) days; (b) if Lessee fails to perform, keep or observe any term, provision or covenant contained in Section 11 of this Agreement; (c) if Lessee fails to perform, keep or observe any other term, provision or covenant contained in this Agreement and any such failure shall remain unremedied for thirty (30) days after written notice thereof is given by Lessor, Servicer or any other agent of Lessor to Lessee; (d) any seizure or confiscation of any Vehicle or any other act (other than a Casualty Occurrence) otherwise rendering any Vehicle unsuitable for use (as determined by Lessor); (e) if any present or future guaranty in favor of Lessor of all or any portion of the obligations of Lessee under this Agreement shall at any time for any reason cease to be in full force and effect or shall be declared to be null and void by a court of competent jurisdiction, or if the validity or enforceability of any such guaranty shall be contested or denied by any guarantor, or if any guarantor shall deny that it, he or she has any further liability or obligation under any such guaranty or if any guarantor shall fail to comply with or observe any of the terms, provisions or conditions contained in any such guaranty; (f) the occurrence of a material adverse change in the financial condition or business of Lessee or any guarantor; or (g) if Lessee or any guarantor is in default under or fails to comply with any other present or future agreement with or in favor of Lessor, The Crawford Group, Inc. or any direct or indirect subsidiary of The Crawford Group, Inc.. For purposes of this Section 14, the term "guarantor" shall mean any present or future guarantor of all or any portion of the obligations of Lessee under this Agreement.

Upon the occurrence of any Event of Default, Lessor, without notice to Lessee, will have the right to exercise concurrently or separately (and without any election of remedies being deemed made), the following remedies: (a) Lessor may demand and receive immediate possession of any or all of the Vehicles from Lessee, without releasing Lessee from its obligations under this Agreement; if Lessee fails to surrender possession of the Vehicles to Lessor on default (or termination or expiration of the Term), Lessor, Servicer, any other agent of Lessor and any of Lessor's independent contractors shall have the right to enter upon any premises where the Vehicles may be located and to remove and repossess the Vehicles; (b) Lessor may enforce performance by Lessee of its obligations under this Agreement; (c) Lessor may recover damages and expenses sustained by Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns by reason of Lessee's default including, to the extent permitted by applicable law, all costs and expenses, including court costs and reasonable attorneys' fees and expenses, incurred by Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns in attempting or effecting enforcement of Lessor's rights under this Agreement (whether or not litigation is commenced) and/or in connection with bankruptcy or insolvency proceedings; (d) upon written notice to Lessee, Lessor may terminate Lessee's rights under this Agreement; (e) with respect to each Vehicle, Lessor may recover from Lessee all amounts owed by Lessee under Sections 3(b) and 3(c) of this Agreement (and, if Lessor does not recover possession of a Vehicle, (i) the estimated wholesale value of such Vehicle for purposes of Section 3(c) shall be deemed to be \$0.00 and (ii) the calculations described in the first two sentences of Section 3(c) shall be made without giving effect to clause (ii) in each such sentence); and/or (f) Lessor may exercise any other right or remedy which may be available to Lessor under the Uniform Commercial Code, any other applicable law or in equity. A termination of this Agreement shall occur only upon written notice by Lessor to Lessee. Any termination shall not affect Lessee's obligation to pay all amounts due for periods prior to the effective date of such termination or Lessee's obligation to pay any indemnities under this Agreement. All remedies of Lessor under this Agreement or at law or in equity are cumulative.

15. ASSIGNMENTS: Lessor may from time to time assign, pledge or transfer this Agreement and/or any or all of its rights and obligations under this Agreement to any person or entity. Lessee agrees, upon notice of any such assignment, pledge or transfer of any amounts due or to become due to Lessor under this Agreement to pay all such amounts to such assignee, pledgee or transferee. Any such assignee, pledgee or transferee of any rights or obligations of Lessor under this Agreement will have all of the rights and obligations that have been assigned to it. Lessee's rights and interest in and to the Vehicles are and will continue

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at all times to be subject and subordinate in all respects to any assignment, pledge or transfer now or hereafter executed by Lessor with or in favor of any such assignee, pledgee or transferee, provided that Lessee shall have the right of quiet enjoyment of the Vehicles so long as no Event of Default under this Agreement has occurred and is continuing. Lessee acknowledges and agrees that the rights of any assignee, pledgee or transferee in and to any amounts payable by the Lessee under any provisions of this Agreement shall be absolute and unconditional and shall not be subject to any abatement whatsoever, or to any defense, setoff, counterclaim or recoupment whatsoever, whether by reason of any damage to or loss or destruction of any Vehicle or by reason of any defect in or failure of title of the Lessor or interruption from whatsoever cause in the use, operation or possession of any Vehicle, or by reason of any indebtedness or liability howsoever and whenever arising of the Lessor or any of its affiliates to the Lessee or to any other person or entity, or for any other reason.

Without the prior written consent of Lessor, Lessee may not assign, sublease, transfer or pledge this Agreement, any Vehicle, or any interest in this Agreement or in and to any Vehicle, or permit its rights under this Agreement or any Vehicle to be subject to any lien, charge or encumbrance. Lessee's interest in this Agreement is not assignable and cannot be assigned or transferred by operation of law. Lessee will not transfer or relinquish possession of any Vehicle (except for the sole purpose of repair or service of such Vehicle) without the prior written consent of Lessor.

- 16. MISCELLANEOUS: This Agreement contains the entire understanding of the parties. This Agreement may only be amended or modified by an instrument in writing executed by both parties. Lessor shall not by any act, delay, omission or otherwise be deemed to have waived any of its rights or remedies under this Agreement and no waiver whatsoever shall be valid unless in writing and signed by Lessor and then only to the extent therein set forth. A waiver by Lessor of any right or remedy under this Agreement on any one occasion shall not be construed as a bar to any right or remedy, which Lessor would otherwise have on any future occasion. If any term or provision of this Agreement or any application of any such term or provision is invalid or unenforceable, the remainder of this Agreement and any other application of such term or provision will not be affected thereby. Giving of all notices under this Agreement will be sufficient if mailed by certified mail to a party at its address set forth below or at such other address as such party may provide in writing from time to time. Any such notice mailed to such address will be effective one (1) day after deposit in the United States mail, duly addressed, with certified mail, postage prepaid. Lessee will promptly notify Lessor of any change in Lessee's address. This Agreement may be executed in multiple counterparts (including facsimile and pdf counterparts), but the counterpart marked "ORIGINAL" by Lessor will be the original lease for purposes of applicable law. All of the representations, warranties, covenants, agreements and obligations of each Lessee under this Agreement (if more than one) are joint and several.
- 17. SUCCESSORS AND ASSIGNS; GOVERNING LAW: Subject to the provisions of Section 15, this Agreement will be binding upon Lessee and its heirs, executors, personal representatives, successors and assigns, and will inure to the benefit of Lessor, Servicer, any other agent of Lessor and their respective successors and assigns. This Agreement will be governed by and construed in accordance with the substantive laws of the State of Missouri (determined without reference to conflict of law principles).
- 18. NON-PETITION: Each party hereto hereby covenants and agrees that, prior to the date which is one year and one day after payment in full of all indebtedness of Lessor, it shall not institute against, or join any other person in instituting against, Lessor any bankruptcy, reorganization, arrangement, insolvency or liquidation proceedings or other similar proceeding under the laws of the United States or any state of the United States. The provisions of this Section 18 shall survive termination of this Master Equity Lease Agreement.
- 19. NON-APPROPRIATION: Lessee's funding of this Agreement shall be on a Fiscal Year basis and is subject to annual appropriations. Lessor acknowledges that Lessee is a municipal corporation, is precluded by the County or State Constitution and other laws from entering into obligations that financially bind future governing bodies, and that, therefore, nothing in this Agreement shall constitute an obligation of future legislative bodies of the County or State to appropriate funds for purposes of this Agreement. Accordingly, the parties agree that the lease terms within this Agreement or any Schedules relating hereto are contingent upon appropriation of funds. The parties further agree that should the County or State fail to appropriate such funds, the Lessor shall be paid all rentals due and owing hereunder up until the actual day of termination. In addition, Lessor reserves the right to be paid for any reasonable damages. These reasonable damages will be limited to the losses incurred by the Lessor for having to sell the vehicles on the open used car market prior to the end of the scheduled term (as determined in Section 3 and Section 14 of this Agreement).

IN WITNESS WHEREOF, Lessor and Lessee have duly executed this Master Equity Lease Agreement as of the day and year first above written.

LESSEE:	County of Winnebago, Illinois	LESSOR: By:	Enterprise FM Trust Enterprise Fleet Management, Inc. its attorney in fact
Signature:			
By:			
Title:		By:	
Address:		Title:	
		Address:	1200 Jorie Boulevard Suite 300 Oak Brook, IL 60523
Date Signe	ed:,	Date Signed	d:,
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## AMENDMENT TO MASTER EQUITY LEASE AGREEMENT

THIS AMENDMENT ("Amendment") dated this \_\_\_\_\_ day of July, 2018 is attached to, and made a part of, the MASTER EQUITY LEASE AGREEMENT entered into on the \_\_\_\_ day of July, 2018 ("Agreement") by and between Enterprise FM Trust, a Delaware statutory trust ("Lessor") and County of Winnebago, Illinois ("Lessee"). This Amendment is made for good and valuable consideration, the receipt of which is hereby acknowledged by the parties.

Section 3a of the Master Equity Lease Agreement is amended to read as follows:

Lessee agrees to pay Lessor annually in advance rental and other payments according to the Schedules and this Agreement. The annual payments will be in the amount listed as the "Total Annual Rental Including Additional Services" on the applicable Schedule (with any portion of such amount identified as a charge for maintenance services under Section 4 of the applicable Schedule being payable to Lessor as agent for Enterprise Fleet Management, Inc.) and will be due and payable in advance on each month and day of delivery. If a Vehicle is delivered to Lessee on any day other than the first day of a month, monthly rental payments will begin on the first day of the next month. In addition to the monthly rental payments, Lessee agrees to pay Lessor a pro-rated rental charge for the number of days that the Delivery Date precedes the first monthly rental payment date. A portion of each annual rental payment, being the amount designated as "Depreciation Reserve" on the applicable Schedule, will be considered as a reserve for depreciation and will be credited against the Delivered Price of the Vehicle for purposes of computing the Book Value of the Vehicle under Section 3(c). Lessee agrees to pay Lessor the "Total Initial Charges" set forth in each Schedule on the due date of the first annual rental payment under such Schedule. Lessee agrees to pay Lessor the "Service Charge Due at Lease Termination" set forth in each Schedule at the end of the applicable Term (whether by reason of expiration, early termination or otherwise).

Section 12 of the Master Equity Lease Agreement is amended to read as follows:

To the extent permitted by Illinois law, Lessee agrees to defend and indemnify Lessor, Servicer, any other agent of Lessor and their respective successors and assigns from and against any and all losses, damages, liabilities, suits, claims, demands, costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) which Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns may incur by reason of Lessee's breach or violation of, or failure to observe or perform, any term, provision or covenant of this Agreement, or as a result of any loss, damage, theft or destruction of any Vehicle or related to or arising out of or in connection with the use, operation or condition of any Vehicle. The provisions of this Section 12 shall survive any expiration or termination of this Agreement. Nothing herein shall be deemed to affect the rights, privileges, and immunities of Lessee and the foregoing indemnity provision is not intended to be a waiver of any sovereign immunity afforded to Lessee pursuant to Illinois law.

Section 17 of the Master Equity Lease Agreement is amended to read as follows:

Subject to the provisions of Section 15, this Agreement will be binding upon Lessee and its heirs, executors, personal representatives, successors and assigns, and will inure to the benefit of Lessor, Servicer, any other agent of Lessor and their respective successors and assigns. This Agreement will be governed by and construed in accordance with the substantive laws of the State of Illinois (determined without reference to conflict of law principles).

Section 19 of the Master Equity Lease Agreement is amended to read as follows:

Lessee's funding of this Agreement shall be on a Fiscal Year basis and is subject to annual appropriations. Lessor acknowledges that Lessee is a municipal corporation, is precluded by the County of Winnebago, Illinois Code of Ordinances or Illinois State Constitution and other laws from entering into obligations that financially bind future governing bodies, and that, therefore, nothing in this Agreement shall constitute an obligation of future legislative bodies of the County Board of Winnebago County, Illinois or State of Illinois to appropriate funds for purposes of this Agreement. Accordingly, the parties agree that the lease terms within this Agreement or any Schedules relating hereto are contingent upon appropriation of funds. The parties further agree that should the County Board of Winnebago County, Illinois or State of Illinois fail to appropriate such funds, the Lessor shall be paid all rentals due and owing hereunder up until the actual day of termination. In addition, Lessor reserves the right to be paid for any reasonable damages. These reasonable damages will be limited to the losses incurred by the Lessor for having to sell the vehicles on the open used car market prior to the end of the scheduled term (as determined in Section 3 and Section 14 of this Agreement).



All references in the Agreement and in the various Schedules and addenda to the Agreement and any other references of similar import shall henceforth mean the Agreement as amended by this Amendment. Except to the extent specifically amended by this Amendment, all of the terms, provisions, conditions, covenants, representations and warranties contained in the Agreement shall be and remain in full force and effect and the same are hereby ratified and confirmed.

IN WITNESS WHEREOF, Lessor and L Agreement as of the day of July, 2018.	essee have executed this Amendment to Master Equity Lease
County of Winnebago, Illinois (Lessee)	Enterprise FM Trust (Lessor) By: Enterprise Fleet Management, Inc., its attorney in fact
Ву	Ву
Title:	Title: