



WINNEBAGO COUNTY

— ILLINOIS —

REVISED

AGENDA

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

VIRTUAL MEETING – ZOOM

PUBLIC PARTICIPATION AND PUBLIC COMMENT AVAILABLE VIA ZOOM

WWW.WINCOIL.US/FEATURED-ITEMS/WATCH-COUNTY-BOARD-MEETINGS-ONLINE

(WINNEBAGO COUNTY YOU TUBE LIVE)

Due to the COVID-19 pandemic and in order to protect the safety of County Board members, staff and the public, the public is strongly encouraged to not physically attend the meeting and to attend and participate in the meeting via the instructions set forth above.

Thursday, May 14, 2020

6:00 p.m.

1. **Call to Order** Chairman Frank Haney
2. **Agenda Updates** Chairman Frank Haney
3. **Roll Call** Clerk Lori Gummow
4. **Invocation** Board Member Steve Schultz
5. **Awards, Proclamations, Presentations, Public Hearings, and Public Participation**
A. Presentation – COVID-19 Update
6. **Public Comment** Registered Speakers
Members of the public may address the Board by submitting their request no later than 2 hours prior to the start of the meeting. Contact www.wincoil.us or (815) 319-4225 for guidelines.
7. **Board Member Correspondence** Board Members
8. **Chairman's Report** Chairman Frank Haney
9. **Announcements & Communications** Clerk Lori Gummow
A. Correspondence (see packet)

10. **Consent Agenda..... Chairman Frank Haney**
 - A. Raffle Report
 - B. Layover of March 26, 2020 minutes, April 9, 2020 minutes and April 14, 2020 minutes
11. **County Administrator’s Report.....Interim County Administrator Steve Chapman**
12. **Department Head Updates.....Department Heads**
13. **Standing Committee Reports Chairman Frank Haney**
 - A. Finance Committee**Jaime Salgado, Committee Chairman**
 1. Committee Report
 2. An Ordinance Authorizing the Issuance of not to Exceed \$4,000,000 of General Obligation Bonds (Alternate Revenue Source) Series 2020A, of the County of Winnebago, Illinois for the Purpose of Constructing, Maintaining and Improving County Highways, Roads and Bridges, the Pledge of Certain Revenues to the Payment of Principal and Interest on said Bonds and the Levy of a direct annual tax Sufficient to Pay Such Principal and Interest if the Pledged Revenues are Insufficient to Make Such Payment, and Providing for the Sale of the Bonds to the Purchaser Thereof.
 3. An Ordinance Authorizing the Issuance of not to Exceed \$2,600,000 of General Obligation Refunding Bonds (Alternate Revenue Source) Series 2020B of the County of Winnebago, Illinois for the Purpose of Refunding Certain Outstanding Alternate Bonds of said County, the Pledge of Certain Revenues to the Payment of Principal and Interest on said Bonds and the Levy of a direct annual tax Sufficient to Pay Such Principal and Interest if the Pledged Revenues are Insufficient to Make Such Payment, and the Sale of said Bonds to the Purchaser Thereof.
 4. An Ordinance Imposing a Special Retailers’ Occupation Tax for Mental Health Pursuant to the Authority Granted in Chapter 55, Act 5, Section 5-1006.5 of the Illinois Compiled Statutes to be Laid Over
 5. **Resolution Adopting Fiscal Year 2021 Budget Policy**
 6. An Ordinance to Modify 2019 Property Tax Year Late Tax Penalties to be Laid Over
 - B. Zoning Committee **Jim Webster, Committee Chairman**

Planning and/or Zoning Requests:

 1. Z-02-20 A map amendment to rezone +/- 1.31 acres from the AG, Agricultural Priority District to the CC, Community Commercial District for the property that is commonly known as 2053 N. Winnebago Road, Winnebago, IL 61088 in Winnebago Township, District 1
 2. Z-03-20 A map amendment to rezone +/- 1.12 acres from the RR, Rural Residential District (a sub-district of the RA District) to the CN, Neighborhood Commercial District for the property that is commonly known as 6812 Harrison Avenue, Rockford, IL 61108 in Rockford Township, District 8
 3. Resolution Directing the Zoning Board of Appeals to Conduct a Public Hearing on Certain Unified Development Ordinance Amendments Regarding Permissible Uses in Select Residential Districts
 4. Committee Report

- C. Economic Development Committee.....**Jas Bilich, Committee Chairman**
 - 1. Committee Report
- D. Operations & Administrative Committee **Keith McDonald, Committee Chairman**
 - 1. Committee Report
- E. Public Works Committee **Dave Tassoni, Committee Chairman**
 - 1. Committee Report
- F. Public Safety Committee..... **Aaron Booker, Committee Chairman**
 - 1. Committee Report
 - 2. Resolution Approving Subcontractor Agreement for the Department of Justice Violence Against Women FY15 Justice for Families Grant
 - 3. Resolution Authorizing the Execution of a First Extension of Agreement Between Winnebago County, Illinois and Remedies Renewing Lives for the Domestic Violence Mentor Court Technical Assistance Grant
- G. Personnel and Policies Committee.....**David Fiduccia, Committee Chairman**
 - 1. Committee Report
 - 2. Resolution Authorizing Gallagher Pharmacy Consulting Services to Conduct a Pharmacy Benefit Manager (PBM) Procurement Review and Contract Negotiation Effective January 1, 2021
- 14. Unfinished Business Chairman Frank Haney**
- 15. New Business.....Chairman Frank Haney**
 - A. Chicago Rockford International Airport Board – Compensation \$150 per month
 - 1. Mike Schablaske (New Appointment), Rockford, Illinois, May 2020 – May 2023
 - 2. Tom Dal Santo (Reappointment), Rockford, Illinois, May 2020-May 2023
 - B. Winnebago County Board of Review – **Compensation \$31,999 per year**
 - 1. Tom Ewing (Reappointment), Rockford, Illinois, May 2020 – May 2022
 - C. Winnebago County Board District 4
 - 1. Brad Lindmark (Filling Vacated Seat) May 2020 – November 2020
- 16. Adjournment Chairman Frank Haney**

Next Meeting: Thursday, May 28, 2020

CHAIRMAN'S REPORT

ANNOUNCEMENTS & COMMUNICATIONS



WINNEBAGO COUNTY

— ILLINOIS —

Announcements & Communications

Date: May 14, 2020

Item: Correspondence to the Board

Prepared by: County Clerk Lori Gummow

Governing Statute(s): State of Illinois Counties Code [55 ILCS 5/Div. 3-2, Clerk](#)

County Code: [Ch 2. Art. II. Div. 4, Sec. 2.86 – Record Keeping & Communications](#)

Background: The items listed below were received as correspondence.

1. County Clerk Gummow received from the United States Nuclear Regulatory Commission the following:
 - a. Federal Register / Vol. 85, No. 77 / Tuesday, April 21, 2020 / Notices
 - b. Acceptance Review for Braidwood/Byron Application to Revise TS 5.6.5, "Core Operating Limits Report"
 - c. Public Meeting Regarding Draft NUREG-1409, "Backfitting Guidelines," Revision 1
 - d. Byron Station, Unit 1 and 2; Dresden Nuclear Power Station, Units 2 and 3; James A. Fitzpatrick Nuclear Power Plant; LaSalle County Station, Units 1 and 2; Limerick Generating Station, Units 1 and 2; and Quad Cities Nuclear Power Station, Units 1 and 2 – Request to Use Provisions in the 2013 Edition of the ASME Boiler and Pressure Vessel Code for Performing Non-Destructive Examinations (EPID L-2019-LLR-0080)
 - e. Byron Station – Integrated Inspection Report 05000454/202001 and 05000455/202001
 - f. Braidwood Station, Unit 2; Byron Station, Unit No. 1; Calvert Cliffs Nuclear Power Plant, Unit 1 LaSalle County Station, Unit 1; Limerick Generating Station, Unit 1, Nine Mile Point Nuclear Station, Unit 2; Quad Cities Nuclear Power Station, Unit



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2; and R.E. Ginna Nuclear Power Plant – Proposed Alternative to the Submittal Schedule for Certain Reports (COVID-19) (EPID L-2020-LLR-0066)

- g. Federal Register / Vol. 85, No. 87 / Tuesday, May 5, 2020 / Notices
2. County Clerk Gummow received the Illinois Environmental Protection Agency the following:
- a. Notice of Application for Manage Waste (LPC-PA16) Description of Project: Application providing a fourth quarter 2019 alternate source demonstration in accordance with Condition VIII.15 OF Permit Modification N. 78.
 - b. Notice of Application for Manage Waste (LPC-PA16) Description of Project: Application providing an alternate source demonstration for fourth quarter 2019 in accordance with Condition VIII.15 of Permit Modification No. 10.
 - c. Notice of Application for Manage Waste (LPC-PA16) Description of Project: Significant Permit Modification Application for an ALTERNATE Source Demonstration at Landfill No. 2.

CONSENT AGENDA

RAFFLE APPLICATION REPORT

Presently the County Clerk's office has Raffle Applications submitted by
1 different organizations for 2 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

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
30387	1	KEN ROCK COMMUNITY CENTER	06/06/2020-05/29/2021	\$ 5,000.00
30388	1	KEN ROCK COMMUNITY CENTER	06/05/2020-05/28/2021	\$ 5,000.00

This concludes my report,

Deputy Clerk

Kayla Hilliard

LORI GUMMOW
Winnebago County Clerk

Date 14-May-20

ADMINISTRATOR'S REPORT

DEPARTMENT HEAD UPDATES

FINANCE COMMITTEE

ORDINANCE NO. _____

AN ORDINANCE providing for the issue of not to exceed \$4,000,000 General Obligation Bonds (Alternate Revenue Source), Series 2020A, of The County of Winnebago, Illinois, for the purpose of constructing, maintaining and improving County highways, roads and bridges, the pledge of certain revenues to the payment of principal and interest on said bonds and the levy of a direct annual tax sufficient to pay such principal and interest if the pledged revenues are insufficient to make such payment and the sale of said bonds to the purchaser thereof.

* * *

WHEREAS, The County of Winnebago, Illinois (the "*County*"), is a duly organized and existing unit of local government created and existing under the provisions of the laws of the State of Illinois, and is now operating under the provisions of the Counties Code of the State of Illinois, as amended (the "*Counties Code*"); and

WHEREAS, the County Board of the County (the "*Board*") has determined that it is necessary and desirable to construct, maintain and improve County highways, roads and bridges (the "*Project*"); and

WHEREAS, the Project constitutes a lawful corporate purpose within the meaning of the Local Government Debt Reform Act of the State of Illinois, as amended (the "*Act*"); and

WHEREAS, for the purpose of financing the Project and in accordance with the provisions of the Act, the Board, on the 23rd day of January, 2020, adopted an ordinance (the "*Authorizing Ordinance*") authorizing the issuance of alternate bonds, being general obligation bonds payable (a) together with County's General Obligation Alternate Refunding Bonds (Matching Tax and Motor Fuel Tax Alternate Revenue Sources), Series 2012D, General Obligation Alternate Refunding Bonds (Matching Tax and Motor Fuel Tax Alternate Revenue Sources), Series 2013B, and General Obligation Alternate Refunding Bonds (Matching Tax and Motor Fuel Tax Alternate Revenue Sources), Series 2017B (collectively, the "*Parity Bonds*"), from (i) all money distributed to the County (other than funds allotted to the County for the use of road districts) pursuant to the

Motor Fuel Tax Law of the State of Illinois, as amended, and legally available for the payment of the principal of and interest on the Bonds (as hereinafter defined), or any substitute therefor as provided by the State of Illinois in the future, and (ii) proceeds derived by the County from the levy and collection of the matching tax authorized by Section 5-603 of the Illinois Highway Code, as amended (together, the "*Pledged Revenues*"), and (b) from ad valorem taxes levied against all of the taxable property in the County without limitation as to rate or amount (as herein more fully defined, the "*Pledged Taxes*"), as provided by the Act, to the amount of \$4,000,000, and that the Board hereby determines to issue not to exceed \$4,000,000 of the bonds so authorized at this time (the "*Bonds*"); and

WHEREAS, the Board hereby determines that the Pledged Revenues received by the County in the fiscal year ended September 30, 2019, were not less than \$6,347,183, such determination being supported by the audit of the County for such fiscal year and/or the feasibility report of Speer Financial, Inc. ("*Speer Financial*"), the same being a feasibility analyst having national expertise in such matters as the report; and

WHEREAS, the Board hereby further determines that the Pledged Revenues will provide in each year an amount not less than 1.25 times debt service of the Bonds and the Parity Bonds, the same being the only debt obligations of the County payable from the Pledged Revenues; and

WHEREAS, on the 6th day of February, 2020, the Authorizing Ordinance, together with a notice in the statutory form (the "*Notice*"), was published in *The Journal*, the same being a newspaper of general circulation in the County, and an affidavit evidencing the publication of the Authorizing Ordinance and the Notice has heretofore been presented to the Board and made a part of the permanent records of the Board; and

WHEREAS, more than thirty (30) days have expired since the date of publication of the Authorizing Ordinance and the Notice, and no petition with the requisite number of valid

signatures thereon has been filed with the County Clerk of the County (the "*County Clerk*") requesting that the question of the issuance of the Bonds be submitted to referendum; and

WHEREAS, pursuant to and in accordance with the provisions of the Bond Issue Notification Act of the State of Illinois, as amended, the Chairman of the Board, on the 23rd day of January, 2020, executed an Order calling a public hearing (the "*Hearing*") for the 27th day of February, 2020, concerning the intent of the Board to sell the Bonds; and

WHEREAS, notice of the Hearing was given by (i) publication at least once not less than seven (7) nor more than thirty (30) days before the date of the Hearing in *The Journal*, and (ii) posting at least 48 hours before the Hearing a copy of said notice at the principal office of the Board; and

WHEREAS, the Hearing was held on the 27th day of February, 2020, and at the Hearing, the Board explained the reasons for the proposed bond issue and permitted persons desiring to be heard an opportunity to present written or oral testimony within reasonable time limits; and

WHEREAS, the Hearing was finally adjourned on the 27th day of February, 2020; and

WHEREAS, in the bond ordinances adopted by the Board which authorized the Parity Bonds the County reserved the right to issue additional alternate bonds without limit from time to time payable from the Pledged Revenues in accordance with the provisions of the Act; and

WHEREAS, the Board is now authorized to issue alternate bonds to the amount of \$4,000,000 in accordance with the provisions of the Act, and the Board hereby determines that it is necessary and desirable that there be issued at this time an amount of not to exceed \$4,000,000 of the Bonds so authorized; and

WHEREAS, the Property Tax Extension Limitation Law of the State of Illinois, as amended (the "*PTELL*"), imposes certain limitations on the "aggregate extension" of certain property taxes levied by the County, but provides that the definition of "aggregate extension" contained in the

PTELL does not include extensions made for any taxing district subject to the PTELL to pay interest or principal on bonds issued under Section 15 of the Act; and

WHEREAS, the County Clerk is therefore authorized to extend and collect the Pledged Taxes:

NOW, THEREFORE, Be It Ordained by the County Board of The County of Winnebago, Illinois, as follows:

Section 1. Incorporation of Preambles. The Board hereby finds that all of the recitals contained in the preambles to this Ordinance are full, true and correct and does incorporate them into this Ordinance by this reference.

Section 2. Authorization. It is hereby found and determined that the Board has been authorized by law to borrow the sum of \$4,000,000 upon the credit of the County and as evidence of such indebtedness to issue alternate bonds, being general obligation bonds payable from the Pledged Revenues as provided by the Act, to said amount, the proceeds of said alternate bonds to be used to pay the costs of the Project, and it is necessary and for the best interests of the County that there be issued at this time not to exceed \$4,000,000 of the Bonds so authorized.

Section 3. Bond Details. There be borrowed on the credit of and for and on behalf of the County the sum of not to exceed \$4,000,000 for the purpose aforesaid; and that the Bonds shall be issued to said amount and shall be designated "General Obligation Bonds (Alternate Revenue Source), Series 2020A" or with such other series designation as set forth in the Bond Notification (as hereinafter defined). The Bonds shall be dated such date (not prior to May 14, 2020, and not later than November 14, 2020) as set forth in the Bond Notification, and shall also bear the date of authentication, shall be in fully registered form, shall be in denominations of \$5,000 each or authorized integral multiples thereof (unless otherwise provided in the Bond Notification) (but no single Bond shall represent installments of principal maturing on more than one date), and shall be numbered 1 and upward. The Bonds shall become due and payable serially or be subject to

mandatory redemption (subject to prior redemption as hereinafter described) on December 30 of each of the years (not later than 2032), in the amounts (not exceeding \$600,000 per year) and bearing interest at the rates per annum (not exceeding 5.0% per annum) as set forth in the Bond Notification.

The Bonds shall bear interest from their date or from the most recent interest payment date to which interest has been paid or duly provided for, until the principal amount of the Bonds is paid, such interest (computed upon the basis of a 360-day year of twelve 30-day months) being payable on June 30 and December 30 of each year, commencing on December 30, 2020, or as otherwise provided in the Bond Notification.

Interest on each Bond shall be paid by check or draft of The Bank of New York Mellon Trust Company, N.A., Chicago, Illinois (the "*Bond Registrar*"), payable upon presentation in lawful money of the United States of America, to the person in whose name such Bond is registered at the close of business on the 15th day next preceding the interest payment date. The principal of the Bonds shall be payable in lawful money of the United States of America at the principal corporate trust office of the Bond Registrar.

The Bonds shall be signed by the manual or facsimile signatures of the Chairman of the Board and attested with the manual or facsimile signature of the County Clerk and shall have impressed or imprinted thereon the corporate seal of the County, and in case any officer whose signature shall appear on any Bond shall cease to be such officer before the delivery of such Bond, such signature shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until delivery.

All Bonds shall have thereon a certificate of authentication substantially in the form hereinafter set forth duly executed by the Bond Registrar as authenticating agent of the County and showing the date of authentication. No Bond shall be valid or obligatory for any purpose or

be entitled to any security or benefit under this Ordinance unless and until such certificate of authentication shall have been duly executed by the Bond Registrar by manual signature, and such certificate of authentication upon any such Bond shall be conclusive evidence that such Bond has been authenticated and delivered under this Ordinance. The certificate of authentication on any Bond shall be deemed to have been executed by the Bond Registrar if signed by an authorized officer of the Bond Registrar, but it shall not be necessary that the same officer sign the certificate of authentication on all of the Bonds issued hereunder.

Section 4. Registration of Bonds; Persons Treated as Owners. (a) General. The County shall cause books (the "*Bond Register*") for the registration and for the transfer of the Bonds as provided in this Ordinance to be kept at the principal corporate trust office of the Bond Registrar, which is hereby constituted and appointed the registrar of the County. The County is authorized to prepare, and the Bond Registrar shall keep custody of, multiple Bond blanks executed by the County for use in the transfer and exchange of Bonds.

Upon surrender for transfer of any Bond at the principal corporate trust office of the Bond Registrar, duly endorsed by, or accompanied by a written instrument or instruments of transfer in form satisfactory to the Bond Registrar and duly executed by, the registered owner or his or her attorney duly authorized in writing, the County shall execute and the Bond Registrar shall authenticate, date and deliver in the name of the transferee or transferees a new fully registered Bond or Bonds of the same maturity of authorized denominations, for a like aggregate principal amount. Any fully registered Bond or Bonds may be exchanged at said office of the Bond Registrar for a like aggregate principal amount of Bond or Bonds of the same maturity of other authorized denominations. The execution by the County of any fully registered Bond shall constitute full and due authorization of such Bond and the Bond Registrar shall thereby be authorized to authenticate, date and deliver such Bond, *provided, however*, the principal amount

of outstanding Bonds of each maturity authenticated by the Bond Registrar shall not exceed the authorized principal amount of Bonds for such maturity less previous retirements.

The Bond Registrar shall not be required to transfer or exchange any Bond during the period beginning at the close of business on the 15th day next preceding any interest payment date on such Bond and ending on such interest payment date, nor to transfer or exchange any Bond after notice calling such Bond for redemption has been mailed, nor during a period of fifteen (15) days next preceding mailing of a notice of redemption of any Bonds.

The person in whose name any Bond shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of the principal of or interest on any Bond shall be made only to or upon the order of the registered owner thereof or his or her legal representative. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid.

No service charge shall be made for any transfer or exchange of Bonds, but the County or the Bond Registrar may require payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in connection with any transfer or exchange of Bond, except in the case of the issuance of a Bond or Bonds for the unredeemed portion of a Bond surrendered for redemption.

(b) *Global Book-Entry System.* The Bonds shall be initially issued in the form of a separate single fully registered Bond for each of the maturities of the Bonds determined as described in Section 3 hereof. Upon initial issuance, unless otherwise requested by the hereinafter-defined Purchaser, the ownership of each such Bond shall be registered in the Bond Register in the name of Cede & Co., or any successor thereto ("*Cede*"), as nominee of The Depository Trust Company, New York, New York, and its successors and assigns ("*DTC*"). All of the outstanding Bonds shall be registered in the Bond Register in the name of Cede, as nominee of DTC, except as hereinafter provided. The Chairman of the Board, the County Clerk and the Bond Registrar are

each authorized to execute and deliver, on behalf of the County, such letters to or agreements with DTC as shall be necessary to effectuate such book-entry system (any such letter or agreement being referred to herein as the "*Representation Letter*"), which Representation Letter may provide for the payment of principal of or interest on the Bonds by wire transfer.

With respect to Bonds registered in the Bond Register in the name of Cede, as nominee of DTC, the County and the Bond Registrar shall have no responsibility or obligation to any broker-dealer, bank or other financial institution for which DTC holds Bonds from time to time as securities depository (each such broker-dealer, bank or other financial institution being referred to herein as a "*DTC Participant*") or to any person on behalf of whom such a DTC Participant holds an interest in the Bonds. Without limiting the immediately preceding sentence, the County and the Bond Registrar shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede or any DTC Participant with respect to any ownership interest in the Bonds, (ii) the delivery to any DTC Participant or any other person, other than a registered owner of a Bond as shown in the Bond Register, of any notice with respect to the Bonds, or (iii) the payment to any DTC Participant or any other person, other than a registered owner of a Bond as shown in the Bond Register, of any amount with respect to the principal of or interest on the Bonds. The County and the Bond Registrar may treat and consider the person in whose name each Bond is registered in the Bond Register as the holder and absolute owner of such Bond for the purpose of payment of principal and interest with respect to such Bond, for the purpose of giving notices of redemption and other matters with respect to such Bond, for the purpose of registering transfers with respect to such Bond, and for all other purposes whatsoever. The Bond Registrar shall pay all principal of and interest on the Bonds only to or upon the order of the respective registered owners of the Bonds, as shown in the Bond Register, or their respective attorneys duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the

County's obligations with respect to payment of the principal of and interest on the Bonds to the extent of the sum or sums so paid. No person other than a registered owner of a Bond as shown in the Bond Register, shall receive a Bond evidencing the obligation of the County to make payments of principal and interest with respect to any Bond. Upon delivery by DTC to the Bond Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede, and subject to the provisions in Section 3 hereof with respect to the payment of interest to the registered owners of Bonds at the close of business on the 15th day next preceding the applicable interest payment date, the name "Cede" in this Ordinance shall refer to such new nominee of DTC.

In the event that (i) the County determines that DTC is incapable of discharging its responsibilities described herein and in the Representation Letter, (ii) the agreement among the County, the Bond Registrar and DTC evidenced by the Representation Letter shall be terminated for any reason or (iii) the County determines that it is in the best interests of the beneficial owners of the Bonds that they be able to obtain certificated Bonds, the County shall notify DTC and DTC Participants of the availability through DTC of certificated Bonds and the Bonds shall no longer be restricted to being registered in the Bond Register in the name of Cede, as nominee of DTC. At that time, the County may determine that the Bonds shall be registered in the name of and deposited with such other depository operating a universal book-entry system, as may be acceptable to the County, or such depository's agent or designee, and if the County does not select such alternate universal book-entry system, then the Bonds may be registered in whatever name or names registered owners of Bonds transferring or exchanging Bonds shall designate, in accordance with the provisions of Section 4(a) hereof.

Notwithstanding any other provisions of this Ordinance to the contrary, so long as any Bond is registered in the name of Cede, as nominee of DTC, all payments with respect to principal

of and interest on such Bond and all notices with respect to such Bond shall be made and given, respectively, in the name provided in the Representation Letter.

Section 5. Redemption. The Bonds due on and after the date set forth in the Bond Notification shall be subject to redemption prior to maturity at the option of the County from any available funds, as a whole or in part, and if in part in integral multiples of \$5,000 in any order of their maturity as determined by the County (less than all of the Bonds of a single maturity to be selected by the Bond Registrar), on the date or dates specified in the Bond Notification, at a redemption price specified in the Bond Notification (not to exceed 103% of par) plus accrued interest to the redemption date.

The Bonds maturing on the date or dates, if any, indicated in the Bond Notification shall be subject to mandatory redemption, in integral multiples of \$5,000 selected by lot by the Bond Registrar, at a redemption price of par plus accrued interest to the redemption date for the Bonds, on December 30 of the years, if any, and in the principal amounts, if any, as indicated in the Bond Notification. The principal amounts of Bonds to be mandatorily redeemed in each year may be reduced through the earlier optional redemption thereof, with any partial optional redemptions of such Bonds credited against future mandatory redemption requirements in such order of the mandatory redemption dates as the County may determine. In addition, on or prior to the 60th day preceding any mandatory redemption date, the Bond Registrar may, and if directed by the Board shall, purchase Bonds required to be retired on such mandatory redemption date. Any such Bonds so purchased shall be cancelled and the principal amount thereof shall be credited against the mandatory redemption required on such next mandatory redemption date.

The Bonds shall be redeemed only in the principal amount of \$5,000 and integral multiples thereof. The County shall, at least forty-five (45) days prior to any optional redemption date (unless a shorter time period shall be satisfactory to the Bond Registrar) notify the Bond Registrar

of such redemption date and of the principal amount and maturity or maturities of Bonds to be redeemed. For purposes of any redemption of less than all of the outstanding Bonds of a single maturity, the particular Bonds or portions of Bonds to be redeemed shall be selected by lot by the Bond Registrar from the Bonds of such maturity by such method of lottery as the Bond Registrar shall deem fair and appropriate; *provided* that such lottery shall provide for the selection for redemption of Bonds or portions thereof so that any \$5,000 Bond or \$5,000 portion of a Bond shall be as likely to be called for redemption as any other such \$5,000 Bond or \$5,000 portion. The Bond Registrar shall make such selection upon the earlier of the irrevocable deposit of funds with an escrow agent sufficient to pay the redemption price of the Bonds to be redeemed or the time of the giving of official notice of redemption.

The Bond Registrar shall promptly notify the County in writing of the Bonds or portions of Bonds selected for redemption and, in the case of any Bond selected for partial redemption, the principal amount thereof to be redeemed.

Section 6. Redemption Procedure. Unless waived by any holder of Bonds to be redeemed, notice of the call for any such redemption shall be given by the Bond Registrar on behalf of the County by mailing the redemption notice by first class mail at least thirty (30) days and not more than sixty (60) days prior to the date fixed for redemption to the registered owner of the Bond or Bonds to be redeemed at the address shown on the Bond Register or at such other address as is furnished in writing by such registered owner to the Bond Registrar.

All notices of redemption shall state:

- (1) the redemption date,
- (2) the redemption price,
- (3) if less than all outstanding Bonds are to be redeemed, the identification (and, in the case of partial redemption, the respective principal amounts) of the Bonds to be redeemed,

(4) that on the redemption date the redemption price will become due and payable upon each such Bond or portion thereof called for redemption, and that interest thereon shall cease to accrue from and after said date,

(5) the place where such Bonds are to be surrendered for payment of the redemption price, which place of payment shall be the principal corporate trust office of the Bond Registrar, and

(6) such other information then required by custom, practice or industry standard.

Unless moneys sufficient to pay the redemption price of the Bonds to be redeemed shall have been received by the Bond Registrar prior to the giving of such notice of redemption, such notice may, at the option of the County, state that said redemption shall be conditional upon the receipt of such moneys by the Bond Registrar on or prior to the date fixed for redemption. If such moneys are not received, such notice shall be of no force and effect, the County shall not redeem such Bonds, and the Bond Registrar shall give notice, in the same manner in which the notice of redemption shall have been given, that such moneys were not so received and that such Bonds will not be redeemed. Otherwise, prior to any redemption date, the County shall deposit with the Bond Registrar an amount of money sufficient to pay the redemption price of all the Bonds or portions of Bonds which are to be redeemed on that date.

Subject to the provisions for a conditional redemption described above notice of redemption having been given as aforesaid, the Bonds or portions of Bonds so to be redeemed shall, on the redemption date, become due and payable at the redemption price therein specified, and from and after such date (unless the County shall default in the payment of the redemption price) such Bonds or portions of Bonds shall cease to bear interest. Upon surrender of such Bonds for redemption in accordance with said notice, such Bonds shall be paid by the Bond Registrar at the redemption price. Installments of interest on the Bonds due on or prior to the redemption date shall be payable as herein provided for payment of interest. Upon surrender for any partial redemption of any Bond, there shall be prepared for the registered holder a new Bond or Bonds of the same maturity in the amount of the unpaid principal amount thereof.

If any Bond or portion of Bond called for redemption shall not be so paid upon surrender thereof for redemption, the principal shall, until paid, bear interest from the redemption date at the rate borne by the Bond or portion of Bond so called for redemption. All Bonds which have been redeemed shall be cancelled and destroyed by the Bond Registrar and shall not be reissued.

Section 7. Form of Bond. The Bonds shall be in substantially the following form; *provided, however,* that if the text of the Bond is to be printed in its entirety on the front side of the Bond, then paragraph [2] and the legend, "See Reverse Side for Additional Provisions", shall be omitted and paragraphs [6] and thereafter, as appropriate, shall be inserted immediately after paragraph [1]:

[Form of Bond - Front Side]

REGISTERED
No. _____

REGISTERED
\$ _____

UNITED STATES OF AMERICA

STATE OF ILLINOIS

THE COUNTY OF WINNEBAGO

GENERAL OBLIGATION BOND (ALTERNATE REVENUE SOURCE), SERIES 2020A

See Reverse Side for
Additional Provisions

Interest Maturity Date: Dated Date:
Rate: _____% December 30, 20____, 2020 CUSIP: _____

Registered Owner: CEDE & Co.

Principal Amount:

[1] KNOW ALL PERSONS BY THESE PRESENTS, that The County of Winnebago, Illinois (the "*County*"), hereby acknowledges itself to owe and for value received promises to pay to the Registered Owner identified above, or registered assigns as hereinafter provided, on the Maturity Date identified above, the Principal Amount identified above and to pay interest (computed on the basis of a 360-day year of twelve 30-day months) on such Principal Amount from the date of this Bond or from the most recent interest payment date to which interest has been paid at the Interest Rate per annum set forth above on June 30 and December 30 of each year, commencing December 30, 2020, until said Principal Amount is paid. The principal of this Bond is payable in lawful money of the United States of America at the principal corporate trust office of The Bank of New York Mellon Trust Company, N.A., Chicago, Illinois, as bond registrar and paying agent (the "*Bond Registrar*"). Payment of the installments of interest shall be made to the Registered Owner hereof as shown on the registration books of the County maintained by the Bond Registrar at the close of business on the 15th day next preceding each interest payment date and shall be paid by check or draft of the Bond Registrar, payable upon presentation in lawful money of the

United States of America, mailed to the address of such Registered Owner as it appears on such registration books or at such other address furnished in writing by such Registered Owner to the Bond Registrar. For the prompt payment of this Bond, both principal and interest at maturity, the full faith, credit and resources of the County are hereby irrevocably pledged.

[2] Reference is hereby made to the further provisions of this Bond set forth on the reverse hereof and such further provisions shall for all purposes have the same effect as if set forth at this place.

[3] It is hereby certified and recited that all conditions, acts and things required by law to exist or to be done precedent to and in the issuance of this Bond did exist, have happened, been done and performed in regular and due form and time as required by law; that the indebtedness of the County, including the issue of bonds of which this is one, does not exceed any limitation imposed by law; and that provision has been made for the collection of the Pledged Revenues and the Pledged Taxes to pay the interest hereon as it falls due and also to pay and discharge the principal hereof at maturity.

[4] This Bond shall not be valid or become obligatory for any purpose until the certificate of authentication hereon shall have been signed by the Bond Registrar.

[5] IN WITNESS WHEREOF, The County of Winnebago, Illinois, by its County Board, has caused this Bond to be executed by the manual or duly authorized facsimile signature of its Chairman of the County Board and attested by the manual or duly authorized facsimile signature of its County Clerk and its corporate seal impressed or reproduced hereon, all as appearing hereon and as of the Dated Date identified above.

SPECIMEN

Chairman of the County Board

Attest:

SPECIMEN

County Clerk

Date of Authentication: _____, 2020

CERTIFICATE
OF
AUTHENTICATION

Bond Registrar and Paying Agent:
The Bank of New York Mellon Trust
Company, N.A.
Chicago, Illinois

This Bond is one of the Bonds described in the within mentioned ordinance and is one of the General Obligation Bonds (Alternate Revenue Source), Series 2020A, of The County of Winnebago, Illinois.

THE BANK OF NEW YORK MELLON TRUST
COMPANY, N.A., as Bond Registrar

By _____
MANUAL
Authorized Officer

[Form of Bond - Reverse Side]

THE COUNTY OF WINNEBAGO, ILLINOIS

GENERAL OBLIGATION BOND (ALTERNATE REVENUE SOURCE), SERIES 2020A

[6] This Bond is one of a series of bonds issued by the County to construct, maintain and improve County highways, roads and bridges, in full compliance with the provisions of the Counties Code of the State of Illinois (the "*Code*"), and the Local Government Debt Reform Act of the State of Illinois (the "*Act*"), and all laws amendatory thereof and supplementary thereto, and is authorized by an ordinance adopted by the County Board of the County (the "*Board*") on the 23rd day of January, 2020, and by an ordinance adopted by the Board on the 14th day of May, 2020 (the "*Bond Ordinance*"), in all respects as provided by law.

[7] [Optional and mandatory redemption provisions, if any, will be inserted here.]

[8] [Notice of any such redemption shall be sent by first class mail not less than thirty (30) days nor more than sixty (60) days prior to the date fixed for redemption to the registered owner of each Bond to be redeemed at the address shown on the registration books of the County maintained by the Bond Registrar or at such other address as is furnished in writing by such registered owner to the Bond Registrar. When so called for redemption, this Bond will cease to bear interest on the specified redemption date, provided funds for redemption are on deposit at the place of payment at that time, and shall not be deemed to be outstanding.]

[9] Bonds of the series of which this Bond is one are payable (a) together with County's General Obligation Alternate Refunding Bonds (Matching Tax and Motor Fuel Tax Alternate Revenue Sources), Series 2012D, General Obligation Alternate Refunding Bonds (Matching Tax and Motor Fuel Tax Alternate Revenue Sources), Series 2013B, and General Obligation Alternate Refunding Bonds (Matching Tax and Motor Fuel Tax Alternate Revenue Sources), Series 2017B, from (i) all money distributed to the County (other than funds allotted to the County for the use of road districts) pursuant to the Motor Fuel Tax Law of the State of Illinois, as amended, and legally

available for the payment of the principal of and interest on the Bonds, or any substitute therefor as provided by the State of Illinois in the future, and (ii) proceeds derived by the County from the levy and collection of the matching tax authorized by Section 5-603 of the Illinois Highway Code, as amended (together, the "*Pledged Revenues*"), and (b) from ad valorem taxes levied against all of the taxable property in the County without limitation as to rate or amount (the "*Pledged Taxes*"), all in accordance with the provisions of the Act and the Code.

[10] This Bond is transferable by the Registered Owner hereof in person or by his or her attorney duly authorized in writing at the principal corporate trust office of the Bond Registrar in Chicago, Illinois, but only in the manner, subject to the limitations and upon payment of the charges provided in the Bond Ordinance, and upon surrender and cancellation of this Bond. Upon such transfer a new Bond or Bonds of authorized denominations of the same maturity and for the same aggregate principal amount will be issued to the transferee in exchange therefor.

[11] The Bonds are issued in fully registered form in the denomination of \$5,000 each or authorized integral multiples thereof. This Bond may be exchanged at the principal corporate trust office of the Bond Registrar for a like aggregate principal amount of Bonds of the same maturity of other authorized denominations, upon the terms set forth in the Bond Ordinance. The Bond Registrar shall not be required to transfer or exchange any Bond during the period beginning at the close of business on the 15th day next preceding any interest payment date on such Bond and ending at the opening of business on such interest payment date[, nor to transfer or exchange any Bond after notice calling such Bond for redemption has been mailed, nor during a period of fifteen (15) days next preceding mailing of a notice of redemption of any Bonds].

[12] The County and the Bond Registrar may deem and treat the Registered Owner hereof as the absolute owner hereof for the purpose of receiving payment of or on account of principal

hereof and interest due hereon and for all other purposes, and neither the County nor the Bond Registrar shall be affected by any notice to the contrary.

(ASSIGNMENT)

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto _____

(Name and Address of Assignee)

the within Bond and does hereby irrevocably constitute and appoint _____

_____,
attorney to transfer the said Bond on the books kept for registration thereof with full power of substitution in the premises.

Dated: _____

Signature guaranteed: _____

NOTICE: The signature to this assignment must correspond with the name of the registered owner as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatever.

Section 8. Sale of Bonds. The Chairman of the Board and the County Administrator of the County (the “*Designated Representatives*”) are hereby authorized to proceed not later than November 14, 2020, without any further authorization or direction from the Board, to sell the Bonds upon the terms as prescribed in this Ordinance. The Bonds hereby authorized shall be executed as in this Ordinance provided as soon after the delivery of the Bond Notification as may be, and thereupon be deposited with the County Treasurer, and, after authentication thereof by the Bond Registrar, be by said Treasurer delivered to the purchaser thereof (the “*Purchaser*”), upon receipt of the purchase price therefor, the same being not less than 98.0% of the principal amount of the Bonds (exclusive of original issue discount, if any), plus accrued interest to date of delivery, if any. The Purchaser shall be (a) the best bidder for the Bonds pursuant to a competitive sale conducted by Speer Financial; (b) in a negotiated underwriting, a bank or financial institution

listed in the Dealers & Underwriters or Municipal Derivatives sections of the most recent edition of The Bond Buyer's Municipal Marketplace; or (c) in a private placement, (i) a bank or financial institution authorized to do business in the State of Illinois, (ii) a governmental unit as defined in the Act, or (iii) an "accredited investor" as defined in Rule 501 of Regulation D as promulgated under the Securities Act of 1933, as amended; *provided, however* that the Purchaser as set forth in either (b) or (c) shall be selected only upon the recommendation of Speer Financial that the sale of the Bonds on a negotiated or private placement basis to the Purchaser is in the best interest of the County because of (i) the pricing of the Bonds by the Purchaser, (ii) then current market conditions or (iii) the timing of the sale of the Bonds; and *further provided*, that the Purchaser as set forth in (c) may be selected through the utilization of a placement agent selected by the Designated Representatives after consultation with Speer Financial if the use of such placement agent is determined by the Designated Representatives to be in the best interest of the County.

Prior to the sale of the Bonds, the Chairman of the Board or the County Administrator of the County is hereby authorized to approve and execute a commitment for the purchase of a Municipal Bond Insurance Policy (as hereinafter defined), to further secure the Bonds, as long as the present value of the fee to be paid for the Municipal Bond Insurance Policy (using as a discount rate the expected yield on the Bonds treating the fee paid as interest on the Bonds) is less than the present value of the interest reasonably expected to be saved on the Bonds over the term of the Bonds as a result of the Municipal Bond Insurance Policy.

Upon the sale of the Bonds, the Designated Representatives shall prepare a Notification of Sale of the Bonds, which shall include the pertinent details of sale as provided herein (the "*Bond Notification*"). In the Bond Notification, the Designated Representatives shall find and determine that the Bonds have been sold at such price and bear interest at such rates that either the true interest cost (yield) or the net interest rate received upon the sale of the Bonds does not exceed the

maximum rate otherwise authorized by applicable law. The Bond Notification shall be entered into the records of the County and made available to the Board at the next regular meeting thereof; but such action shall be for information purposes only, and the Board shall have no right or authority at such time to approve or reject such sale as evidenced in the Bond Notification.

Upon the sale of the Bonds, as evidenced by the execution and delivery of the Bond Notification by the Designated Representatives, the Chairman of the Board, the County Clerk, the County Treasurer, the County Administrator and any other officers of the County, as shall be appropriate, shall be and are hereby authorized and directed to approve or execute, or both, such documents of sale of the Bonds as may be necessary, including, without limitation, the contract for the sale of the Bonds between the County and the Purchaser (the "*Purchase Contract*"). Prior to the execution and delivery of the Purchase Contract, the Designated Representatives shall find and determine that no person holding any office of the County, either by election or appointment, is in any manner financially interested directly in his or her own name or indirectly in the name of any other person, association, trust or corporation, in the Purchase Contract.

The use by the Purchaser of any Preliminary Official Statement and any final Official Statement relating to the Bonds (the "*Official Statement*") is hereby ratified, approved and authorized; the execution and delivery of the Official Statement is hereby authorized; and the officers of the Board are hereby authorized to take any action as may be required on the part of the County to consummate the transactions contemplated by the Purchase Contract, this Ordinance, said Preliminary Official Statement, the Official Statement and the Bonds.

Section 9. Treatment of Bonds as Debt. The Bonds shall be payable from the Pledged Revenues and the Pledged Taxes and do not and shall not constitute an indebtedness of the County within the meaning of any constitutional or statutory limitation, unless the Pledged Taxes shall be extended pursuant to the general obligation, full faith and credit promise supporting the Bonds, as set forth in Section 11 hereof, in which case the amount of the Bonds then outstanding shall be

included in the computation of indebtedness of the County for purposes of all statutory provisions or limitations until such time as an audit of the County shall show that the Bonds have been paid from the Pledged Revenues for a complete fiscal year, in accordance with the Act.

Section 10. Bond Fund. There is hereby established a special fund of the County known as the "Alternate Bond Fund – Series 2020A" (the "*Bond Fund*"). The Bond Fund is a trust fund established for the purpose of carrying out the covenants, terms and conditions imposed upon the County by this Ordinance. The Bonds are secured by a pledge of all of the moneys on deposit in the Bond Fund, and such pledge is irrevocable until the Bonds have been paid in full or until the obligations of the County under this Ordinance are discharged.

Section 11. Alternate Revenue Source; Appropriation; Additional Obligations; Tax Levy. For the purpose of providing funds required to pay the interest on the Bonds promptly when and as the same falls due, and to pay and discharge the principal thereof at maturity, the County covenants and agrees with the purchasers and the owners of the Bonds that the County will deposit Pledged Revenues into the Bond Fund. Deposits of Pledged Revenues into the Bond Fund shall be on a parity with deposits of Pledged Revenues into the bond funds established for payment of the Parity Bonds. All payments with respect to the Bonds shall be made directly from the Bond Fund. There are hereby created two accounts in the Bond Fund, designated as the "Pledged Revenues Account" and as the "Pledged Taxes Account." Pledged Taxes shall be deposited to the credit of the Pledged Taxes Account. Pledged Revenues shall be deposited to the credit of the Pledged Revenues Account. Pledged Taxes on deposit to the credit of the Bond Fund shall be fully spent to pay the principal of and interest on the Bonds prior to use of any Pledged Revenues on deposit in the Bond Fund.

The County is authorized to issue from time to time additional bonds payable from the Pledged Revenues as permitted by law and such additional bonds may share ratably and equally

in the Pledged Revenues with the Bonds; *provided, however*, that no such additional bonds shall be issued except in accordance with the provisions of the Act.

For the purpose of providing additional funds to pay the principal of and interest on the Bonds, there is hereby levied upon all of the taxable property within the County, in the years for which any of the Bonds are outstanding, a direct annual tax for each of the years while the Bonds or any of them are outstanding, in amounts sufficient for that purpose, and there be and there hereby is levied upon all of the taxable property in the County the following direct annual taxes (the “*Pledged Taxes*”):

FOR THE YEAR	A TAX SUFFICIENT TO PRODUCE THE SUM OF:	
2020	\$650,000.00	for principal and interest up to and including December 30, 2021
2021	\$650,000.00	for principal and interest
2022	\$650,000.00	for principal and interest
2023	\$650,000.00	for principal and interest
2024	\$650,000.00	for principal and interest
2025	\$650,000.00	for principal and interest
2026	\$650,000.00	for principal and interest
2027	\$650,000.00	for principal and interest
2028	\$650,000.00	for principal and interest
2029	\$650,000.00	for principal and interest
2030	\$650,000.00	for principal and interest
2031	\$650,000.00	for principal and interest

Interest or principal coming due at any time when there are insufficient funds on hand from the Pledged Taxes to pay the same shall be paid promptly when due from current funds on hand in advance of the collection of the Pledged Taxes herein levied; and when the Pledged Taxes shall have been collected, reimbursement shall be made to said funds in the amount so advanced.

Other than as set forth in Section 13 hereof and in the next succeeding paragraph, the County covenants and agrees with the purchasers and the owners of the Bonds that so long as any of the Bonds remain outstanding, the County will take no action or fail to take any action which in any way would adversely affect the ability of the County to collect the Pledged Revenues or to

levy and collect the Pledged Taxes. The County and its officers will comply with all present and future applicable laws in order to assure that the Pledged Revenues will be available and that the Pledged Taxes will be levied, extended and collected as provided herein and deposited in the Bond Fund.

To the extent that the taxes levied above exceed the amount necessary to pay debt service on the Bonds as set forth in the Bond Notification, the Designated Representatives are hereby authorized to direct the abatement of Pledged Taxes to the extent of the excess of such levy in each year over the amount necessary to pay debt service on the Bonds in the following bond year. Proper notice of such abatement shall be filed with the County Clerk.

Section 12. Filing of Ordinance. Forthwith upon the passage of this Ordinance, the County Clerk is hereby directed to file a certified copy of this Ordinance in the records of the County, and it shall be the duty of the County Clerk to annually in and for each of the years 2020 to 2031, inclusive, ascertain the rate percent required to produce the aggregate Pledged Taxes hereinbefore provided to be levied in each of said years; and the County Clerk shall extend the same for collection on the tax books in connection with other taxes levied in said years in and by the County for general corporate purposes of the County; and the County Clerk shall remit the Pledged Taxes for deposit to the credit of the Pledged Taxes Account of the Bond Fund, and in said years the Pledged Taxes shall be levied and collected by and for and on behalf of the County in like manner as taxes for general corporate purposes of the County for said years are levied and collected, and in addition to and in excess of all other taxes. The Pledged Taxes are hereby irrevocably pledged to and shall be used only for the purpose of paying principal of and interest on the Bonds.

Section 13. Abatement of Pledged Taxes. Whenever the Pledged Revenues or other lawfully available funds are available and on deposit in the Bond Fund to pay any principal of or

interest on Bonds when due so as to enable the abatement of the Pledged Taxes levied to pay such principal and interest, the County shall direct the abatement of such Pledged Taxes by the amount available and on deposit in the Bond Fund, and proper notification of such abatement will be filed with the County Clerk in a timely manner to effect such abatement. There are no Pledged Taxes levied for levy year 2019.

Section 14. Pledged Revenues; General Covenants. The County covenants and agrees with the holders of the Bonds that, so long as any Bonds remain outstanding:

A. The Pledged Revenues are hereby pledged to the payment of the Bonds; and the Board covenants and agrees to provide for, collect and apply the Pledged Revenues to the payment of the Bonds and the provision of not less than an additional 0.25 times debt service thereon, all in accordance with Section 15 of the Act.

B. The County will punctually pay or cause to be paid from the Bond Fund the principal of and interest on the Bonds in strict conformity with the terms of the Bonds and this Ordinance, and it will faithfully observe and perform all of the conditions, covenants and requirements thereof and hereof.

C. The County will pay and discharge, or cause to be paid and discharged, from the Bond Fund any and all lawful claims which, if unpaid, might become a lien or charge upon the Pledged Revenues, or any part thereof, or upon any such funds in the hands of the Bond Registrar, or which might impair the security of the Bonds. Nothing herein contained shall require the County to make any such payment so long as the County in good faith shall contest the validity of said claims.

D. The County will keep, or cause to be kept, proper books of record and accounts, separate from all other records and accounts of the County, in which complete and correct entries shall be made of all transactions relating to the Pledged Revenues and the Bond Fund. Such books of record and accounts shall at all times during business hours be subject to the inspection of the holders of not less than ten per cent (10%) of the principal amount of the outstanding Bonds or their representatives authorized in writing.

E. The County will preserve and protect the security of the Bonds and the rights of the registered owners of the Bonds, and will warrant and defend their rights against all claims and demands of all persons. From and after the sale and delivery of any of the Bonds by the County, the Bonds shall be incontestable by the County.

F. The County will adopt, make, execute and deliver any and all such further ordinances, resolutions, instruments and assurances as may be reasonably necessary or proper to carry out the intention of, or to facilitate the performance of, this Ordinance, and

for the better assuring and confirming unto the holders of the Bonds of the rights and benefits provided in this Ordinance.

G. As long as any Bonds are outstanding, the County will continue to deposit the Pledged Revenues and, if necessary, the Pledged Taxes to the Bond Fund. The County covenants and agrees with the purchasers of the Bonds and with the registered owners thereof that so long as any Bonds remain outstanding, the County will take no action or fail to take any action which in any way would adversely affect the ability of the County to collect the Pledged Revenues. The County and its officers will comply with all present and future applicable laws in order to assure that the Pledged Revenues and, if necessary, the Pledged Taxes will be collected as provided herein and deposited into the Bond Fund.

H. Once issued, the Bonds shall be and forever remain until paid or defeased the general obligation of the County, for the payment of which its full faith and credit are pledged, and shall be payable, in addition to the Pledged Revenues, from the levy of the Pledged Taxes as provided in the Act and Section 11 hereof.

Section 15. Application of Proceeds. The principal proceeds of the Bonds, together with any premium received on the sale of the Bonds, are hereby appropriated for the purpose of paying the cost of the Project and the costs of issuance of the Bonds, and the portion thereof not needed to pay such costs of issuance shall be deposited into the "Project Fund-Series 2020A Bonds" of the County, hereby created. At the time of the issuance of the Bonds, the costs of issuance of the Bonds may be paid by the Purchaser on behalf of the County from the proceeds of the Bonds.

Section 16. Tax Exemption. The County hereby covenants that it will not take any action, omit to take any action or permit the taking or omission of any action within its control (including, without limitation, making or permitting any use of the proceeds of the Bonds) if taking, permitting or omitting to take such action would cause any of the Bonds to be an arbitrage bond or a private activity bond within the meaning of the Internal Revenue Code of 1986, as amended, or would otherwise cause the interest on the Bonds to be included in the gross income of the recipients thereof for federal income tax purposes. The County acknowledges that, in the event of an examination by the Internal Revenue Service (the "IRS") of the exemption from federal income taxation for interest paid on the Bonds, under present rules, the County may be treated as a

“taxpayer” in such examination and agrees that it will respond in a commercially reasonable manner to any inquiries from the IRS in connection with such an examination.

The County also agrees and covenants with the purchasers and holders of the Bonds from time to time outstanding that, to the extent possible under Illinois law, it will comply with whatever federal tax law is adopted in the future which applies to the Bonds and affects the tax-exempt status of the Bonds.

The Board hereby authorizes the officials of the County responsible for issuing the Bonds, the same being the Chairman of the Board, the County Clerk, the County Treasurer and the County Administrator, to make such further covenants and certifications regarding the specific use of the proceeds of the Bonds as approved by the Board and as may be necessary to assure that the use thereof will not cause the Bonds to be arbitrage bonds and to assure that the interest on the Bonds will be exempt from federal income taxation. In connection therewith, the County and the Board further agree: (a) through their officers, to make such further specific covenants, representations as shall be truthful, and assurances as may be necessary or advisable; (b) to consult with counsel approving the Bonds and to comply with such advice as may be given; (c) to pay to the United States, as necessary, such sums of money representing required rebates of excess arbitrage profits relating to the Bonds; (d) to file such forms, statements, and supporting documents as may be required and in a timely manner; and (e) if deemed necessary or advisable by their officers, to employ and pay fiscal agents, financial advisors, attorneys, and other persons to assist the County in such compliance.

Section 17. Registered Form. The County agrees that it will not take any action to permit the Bonds to be issued in, or converted into, bearer or coupon form.

Section 18. List of Bondholders. The Bond Registrar shall maintain a list of the names and addresses of the holders of all Bonds and upon any transfer shall add the name and address of the new Bondholder and eliminate the name and address of the transferor Bondholder.

Section 19. Duties of Bond Registrar. If requested by the Bond Registrar, the Chairman of the Board, the County Clerk, the County Treasurer and the County Administrator are each authorized to execute the Bond Registrar's standard form of agreement between the County and the Bond Registrar with respect to the obligations and duties of the Bond Registrar hereunder which may include the following:

- (a) to act as bond registrar, authenticating agent, paying agent and transfer agent as provided herein;
- (b) to maintain a list of Bondholders as set forth herein and to furnish such list to the County upon request, but otherwise to keep such list confidential;
- (c) to give notice of redemption of Bonds as provided herein;
- (d) to cancel and/or destroy Bonds which have been paid at maturity or upon earlier redemption or submitted for exchange or transfer;
- (e) to furnish the County at least annually a certificate with respect to Bonds cancelled and/or destroyed; and
- (f) to furnish the County at least annually an audit confirmation of Bonds paid, Bonds outstanding and payments made with respect to interest on the Bonds.

Section 20. Municipal Bond Insurance. In the event the payment of principal and interest on the Bonds is insured pursuant to a municipal bond insurance policy (the "*Municipal Bond Insurance Policy*") issued by a bond insurer (the "*Bond Insurer*"), and as long as such Municipal Bond Insurance Policy shall be in full force and effect, the County and the Bond Registrar agree to comply with such usual and reasonable provisions regarding presentment and payment of the Bonds, subrogation of the rights of the Bondholders to the Bond Insurer upon payment of the Bonds by the Bond Insurer, amendment hereof, or other terms, as approved by the

Chairman of the Board on advice of counsel, his approval to constitute full and complete acceptance by the County of such terms and provisions under authority of this Section.

Section 21. Continuing Disclosure Undertaking. The Chairman of the Board is hereby authorized, empowered and directed to execute and deliver a Continuing Disclosure Undertaking under Section (b)(5) of Rule 15c2-12 adopted by the Securities and Exchange Commission pursuant to the Securities Exchange Act of 1934, as amended (the “*Continuing Disclosure Undertaking*”). When executed and delivered on behalf of the County as herein provided, such Continuing Disclosure Undertaking will be binding on the County and the officers, employees and agents of the County, and the officers, employees and agents of the County are hereby authorized, empowered and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of such Continuing Disclosure Undertaking as executed. Notwithstanding any other provision of this Ordinance, the sole remedy for failure to comply with such Continuing Disclosure Undertaking shall be the ability of the beneficial owner of any Bond to seek mandamus or specific performance by court order to cause the County to comply with its obligations under such Continuing Disclosure Undertaking.

Section 22. Provisions a Contract. The provisions of this Ordinance shall constitute a contract between the County and the owners of the outstanding Bonds. All covenants relating to the Bonds and the conditions and obligations imposed by Section 15 of the Act are enforceable by any holder of the Bonds affected, any taxpayer of the County and the People of the State of Illinois acting through the Attorney General or any designee.

Section 23. Record-Keeping Policy and Post-Issuance Compliance Matters. It is necessary and in the best interest of the County to maintain sufficient records to demonstrate compliance with its covenants and expectations to ensure the appropriate federal tax status for the Bonds and other debt obligations of the County, the interest on which is excludable from “gross

income” for federal income tax purposes or which enable the County or the holder to receive federal tax benefits, including, but not limited to, qualified tax credit bonds and other specified tax credit bonds (including the Bonds, the “*Tax Advantaged Obligations*”). Further, it is necessary and in the best interest of the County that (i) the Board adopt policies with respect to record-keeping and post issuance compliance with the County’s covenants related to its Tax Advantaged Obligations and (ii) the Compliance Officer (as hereinafter defined) at least annually review the County’s Contracts (as hereinafter defined) to determine whether the Tax Advantaged Obligations comply with the federal tax requirements applicable to each issue of the Tax Advantaged Obligations. The Board and the County hereby adopt the following Record-Keeping Policy and, in doing so, amend any similar Record-Keeping Policy or Policies heretofore adopted:

(a) *Compliance Officer Is Responsible for Records.* The County Administrator (the “*Compliance Officer*”) is hereby designated as the keeper of all records of the County with respect to each issue of the Tax Advantaged Obligations, and such officer shall report to the Board at least annually that he/she has all of the required records in his/her possession, or is taking appropriate action to obtain or recover such records.

(b) *Closing Transcripts.* For each issue of Tax Advantaged Obligations, the Compliance Officer shall receive, and shall keep and maintain, a true, correct and complete counterpart of each and every document and agreement delivered in connection with the issuance of the Tax Advantaged Obligations, including without limitation (i) the proceedings of the County authorizing the Tax Advantaged Obligations, (ii) any offering document with respect to the offer and sale of the Tax Advantaged Obligations, (iii) any legal opinions with respect to the Tax Advantaged Obligations delivered by any lawyers, and (iv) all written representations of any person delivered in connection with the issuance and initial sale of the Tax Advantaged Obligations.

(c) *Arbitrage Rebate Liability.* The Compliance Officer shall review the agreements of the County with respect to each issue of Tax Advantaged Obligations and shall prepare a report for the Board stating whether or not the County has any rebate liability to the United States Treasury, and setting forth any applicable exemptions that each issue of Tax Advantaged Obligations may have from rebate liability. Such report shall be updated annually and delivered to the Board.

(d) *Recommended Records.* The Compliance Officer shall review the records related to each issue of Tax Advantaged Obligations and shall determine what requirements the County must meet in order to maintain the tax-exemption of interest paid on its Tax

Tax Advantaged Obligations, its entitlement to direct payments by the United States Treasury of the applicable percentages of each interest payment due and owing on its Tax Advantaged Obligations, and applicable tax credits or other tax benefits arising from its Tax Advantaged Obligations. The Compliance Officer shall then prepare a list of the contracts, requisitions, invoices, receipts and other information that may be needed in order to establish that the interest paid on the Tax Advantaged Obligations is entitled to be excluded from "gross income" for federal income tax purposes, that the County is entitled to receive from the United States Treasury direct payments of the applicable percentages of interest payments coming due and owing on its Tax Advantaged Obligations, and the entitlement of holders of any Tax Advantaged Obligations to any tax credits or other tax benefits, respectively. Notwithstanding any other policy of the County, such retained records shall be kept for as long as the Tax Advantaged Obligations relating to such records (and any obligations issued to refund the Tax Advantaged Obligations) are outstanding, plus three years, and shall at least include:

- (i) complete copies of the transcripts delivered when any issue of Tax Advantaged Obligations is initially issued and sold;

- (ii) copies of account statements showing the disbursements of all Tax Advantaged Obligation proceeds for their intended purposes, and records showing the assets and other property financed by such disbursements;

- (iii) copies of account statements showing all investment activity of any and all accounts in which the proceeds of any issue of Tax Advantaged Obligations has been held or in which funds to be used for the payment of principal of or interest on any Tax Advantaged Obligations has been held, or which has provided security to the holders or credit enhancers of any Tax Advantaged Obligations;

- (iv) copies of all bid requests and bid responses used in the acquisition of any special investments used for the proceeds of any issue of Tax Advantaged Obligations, including any swaps, swaptions, or other financial derivatives entered into in order to establish that such instruments were purchased at *fair market value*;

- (v) copies of any subscriptions to the United States Treasury for the purchase of State and Local Government Series (SLGS) obligations;

- (vi) any calculations of liability for *arbitrage rebate* that is or may become due with respect to any issue of Tax Advantaged Obligations, and any calculations prepared to show that no arbitrage rebate is due, together, if applicable, with account statements or cancelled checks showing the payment of any rebate amounts to the United States Treasury together with any applicable IRS Form 8038-T; and

- (vii) copies of all contracts and agreements of the County, including any leases (the "*Contracts*"), with respect to the use of any property owned by the County and acquired, constructed or otherwise financed or refinanced with the proceeds of the Tax Advantaged Obligations effective at any time when such Tax

Advantaged Obligations are, will or have been outstanding. Copies of contracts covering no more than 50 days of use and contracts related to County employees need not be retained.

(e) *IRS Examinations or Inquiries.* In the event the IRS commences an examination of any issue of Tax Advantaged Obligations or requests a response to a compliance check, questionnaire or other inquiry, the Compliance Officer shall inform the Board of such event, and is authorized to respond to inquiries of the IRS, and to hire outside, independent professional counsel to assist in the response to the examination or inquiry.

(f) *Annual Review.* The Compliance Officer shall conduct an annual review of the Contracts and other records to determine for each issue of Tax Advantaged Obligations then outstanding whether each such issue complies with the federal tax requirements applicable to such issue, including restrictions on private business use, private payments and private loans. The Compliance Officer is expressly authorized, without further official action of the Board, to hire outside, independent professional counsel to assist in such review. To the extent that any violations or potential violations of federal tax requirements are discovered incidental to such review, the Compliance Officer may make recommendations or take such actions as the Compliance Officer shall reasonably deem necessary to assure the timely correction of such violations or potential violations through remedial actions described in the United States Treasury Regulations, or the Tax Exempt Bonds Voluntary Closing Agreement Program described in Treasury Notice 2008-31 or similar program instituted by the IRS.

(g) *Training.* The Compliance Officer shall undertake to maintain reasonable levels of knowledge concerning the rules related to tax-exempt bonds (and build America bonds and tax credit bonds to the extent the County has outstanding build America bonds or tax-credit bonds) so that such officer may fulfill the duties described in this Section. The Compliance Officer may consult with counsel, attend conferences and presentations of trade groups, read materials posted on various web sites, including the web site of the Tax Exempt Bond function of the IRS, and use other means to maintain such knowledge. Recognizing that the Compliance Officer may not be fully knowledgeable in this area, the Compliance Officer may consult with outside counsel, consultants and experts to assist him or her in exercising his or her duties hereunder. The Compliance Officer will endeavor to make sure that the County's staff is aware of the need for continuing compliance. The Compliance Officer will provide copies of this Ordinance and the Tax Exemption Certificate and Agreement or other applicable tax documents for each series of Tax Advantaged Obligations then currently outstanding (the "*Tax Agreements*") to staff members who may be responsible for taking actions described in such documents. The Compliance Officer should assist in the education of any new Compliance Officer and the transition of the duties under these procedures. The Compliance Officer will review this Ordinance and each of the Tax Agreements periodically to determine if there are portions that need further explanation and, if so, will attempt to obtain such explanation from counsel or from other experts, consultants or staff.

(h) *Amendment and Waiver.* The procedures described in this Section are only for the benefit of the County. No other person (including an owner of a Tax Advantaged Obligation) may rely on the procedures included in this Section. The County may amend this Section and any provision of this Section may be waived, without the consent of the holders of any Tax Advantaged Obligations and as authorized by passage of an ordinance by the Board. Additional procedures may be required for Tax Advantaged Obligations the proceeds of which are used for purposes other than capital governmentally owned projects or refundings of such, including tax increment financing bonds, bonds financing output facilities, bonds financing working capital, or private activity bonds. The County also recognizes that these procedures may need to be revised in the event the County enters into any derivative products with respect to its Tax Advantaged Obligations.

Section 24. Reimbursement. With respect to expenditures for the Project paid within the 60-day period ending on this date and with respect to which no declaration of intent was previously made, the County hereby declares its intent to reimburse such expenditures and hereby allocates proceeds of the Bonds in the amount indicated in the Tax Exemption Certificate and Agreement to be delivered in connection with the issuance of the Bonds to reimburse said expenditures.

Section 25. Severability. If any section, paragraph or provision of this Ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this Ordinance.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

Section 26. Repeal. All ordinances or parts thereof in conflict herewith be and the same are hereby repealed and this Ordinance shall be in full force and effect forthwith upon its adoption.

PASSED by the County Board of The County of Winnebago, Illinois, this 14th day of May, 2020.

Chairman of the County Board of
The County of Winnebago, Illinois

ATTEST:

County Clerk of
The County of Winnebago, Illinois

County Board Member _____ moved and County Board Member _____ seconded the motion that said ordinance as presented and read by title be adopted.

After a full discussion thereof, the Chairman directed that the roll be called for a vote upon the motion to adopt said ordinance.

Upon the roll being called, the following County Board Members voted AYE: _____

The following County Board Members voted NAY: _____

Whereupon the Chairman declared the motion carried and said ordinance adopted, approved and signed the same in open meeting and directed the County Clerk to record the same in the records of the County Board of The County of Winnebago, Illinois, which was done.

Other business not pertinent to the adoption of said ordinance was duly transacted at the meeting.

Upon motion duly made, seconded and carried, the meeting was adjourned.

County Clerk of The County of Winnebago,
Illinois

STATE OF ILLINOIS)
) SS
COUNTY OF WINNEBAGO)

CERTIFICATION OF MINUTES

I, the undersigned, do hereby certify that I am the duly qualified and acting County Clerk of The County of Winnebago, Illinois (the "*County*"), and as such official I am the keeper of the records and files of the County Board of the County (the "*Board*").

I do further certify that the foregoing constitutes a full, true and complete transcript of the minutes of the meeting of the Board held on the 14th day of May, 2020, insofar as same relates to the adoption of Ordinance No. ____ entitled:

AN ORDINANCE providing for the issue of not to exceed \$4,000,000 General Obligation Bonds (Alternate Revenue Source), Series 2020A, of The County of Winnebago, Illinois, for the purpose of constructing, maintaining and improving County highways, roads and bridges, the pledge of certain revenues to the payment of principal and interest on said bonds and the levy of a direct annual tax sufficient to pay such principal and interest if the pledged revenues are insufficient to make such payment and the sale of said bonds to the purchaser thereof.

a true, correct and complete copy of which said ordinance as adopted at said meeting appears in the foregoing transcript of the minutes of said meeting.

I do further certify that the deliberations of the Board on the adoption of said ordinance were conducted openly, that the vote on the adoption of said ordinance was taken openly, that said meeting was called and held at a specified time and place convenient to the public, that notice of said meeting was duly given to all of the news media requesting such notice, that an agenda for said meeting was posted at the location where said meeting was held and at the principal office of the Board at least 48 hours in advance of the holding of said meeting, that at least one copy of said agenda was continuously available for public review during the entire 48-hour period preceding said meeting, that a true, correct and complete copy of said agenda as so posted is attached hereto as *Exhibit A*, that said meeting was called and held in strict compliance with the provisions of the Open Meetings Act of the State of Illinois, as amended and as supplemented by Executive Orders 2020-07 and 2020-18, and with the provisions of the Counties Code of the State of Illinois, as amended, and that the Board has complied with all of the provisions of said Act and said Code and with all of the procedural rules of the Board.

IN WITNESS WHEREOF, I hereunto affix my official signature and the seal of the County,
this 14th day of May, 2020.

County Clerk of The County of Winnebago,
Illinois

(SEAL)

STATE OF ILLINOIS)
) SS
COUNTY OF WINNEBAGO)

FILING CERTIFICATE

I, the undersigned, do hereby certify that I am the duly qualified and acting County Clerk of The County of Winnebago, Illinois, and as such official I do further certify that on the ____ day of _____, 2020, there was filed in my office a duly certified copy of Ordinance No. ____ entitled:

AN ORDINANCE providing for the issue of not to exceed \$4,000,000 General Obligation Bonds (Alternate Revenue Source), Series 2020A, of The County of Winnebago, Illinois, for the purpose of constructing, maintaining and improving County highways, roads and bridges, the pledge of certain revenues to the payment of principal and interest on said bonds and the levy of a direct annual tax sufficient to pay such principal and interest if the pledged revenues are insufficient to make such payment and the sale of said bonds to the purchaser thereof.

duly adopted by the County Board of The County of Winnebago, Illinois, on the 14th day of May, 2020, and that the same has been deposited in the official files and records of my office.

IN WITNESS WHEREOF, I hereunto affix my official signature and the seal of said County, this ____ day of _____, 2020.

County Clerk of The County of Winnebago,
Illinois

[SEAL]

MINUTES of a regular public meeting of the County Board of The County of Winnebago, Illinois, held in the County Board Room located in the Winnebago County Courthouse, 400 West State Street, Rockford, Illinois, in said County at 6:00 o'clock P.M., on the 14th day of May, 2020.

* * *

The Chairman called the meeting to order and directed the County Clerk to call the roll.

Upon the roll being called, the following County Board Members were physically present at said location: _____

The following County Board Members attended the meeting by video or audio conference:

The following County Board Members were absent and did not participate in the meeting in any manner or to any extent whatsoever: _____

The following officials of the County were physically present at said location and ensured the availability of electronic meeting access by video or audio conference to any members of the public attending the meeting in person at said location and requesting such access: _____

The Chairman announced that the next item for consideration would be the proposed issuance of general obligation alternate bonds for the purpose of refunding certain outstanding alternate bonds of the County, and that the County Board would now consider the adoption of an

ordinance providing for the issue and sale of the bonds, the pledge of certain revenues to the payment of principal and interest on the bonds and the levy of a direct annual tax sufficient to pay such principal and interest if the pledged revenues are insufficient to make such payment. The Chairman then explained that the ordinance sets forth the parameters for the issuance of the bonds and sale thereof by designated officials of the County and summarized the pertinent terms of said parameters, including the specific parameters governing the manner of sale, length of maturity, rates of interest, purchase price and tax levy for the bonds.

Whereupon County Board Member _____ presented and the County Clerk read by title an ordinance as follows, copies of which were available to everyone in attendance at said meeting who requested a copy:

ORDINANCE NO. _____

AN ORDINANCE providing for the issue of not to exceed \$2,600,000 General Obligation Refunding Bonds (Alternate Revenue Source), Series 2020B, of The County of Winnebago, Illinois, for the purpose of refunding certain outstanding alternate bonds of said County, the pledge of certain revenues to the payment of principal and interest on said bonds and the levy of a direct annual tax sufficient to pay such principal and interest if the pledged revenues are insufficient to make such payment, and the sale of said bonds to the purchaser thereof.

* * *

WHEREAS, The County of Winnebago, Illinois (the "*County*"), is a duly organized and existing unit of local government created and existing under the provisions of the laws of the State of Illinois, and is now operating under the provisions of the Counties Code of the State of Illinois, as amended; and

WHEREAS, the County has heretofore issued and now has outstanding Taxable General Obligation Bonds (Alternate Revenue Source), Series 2010C (the "*Prior Bonds*"); and

WHEREAS, the Prior Bonds are presently outstanding and unpaid and are binding and subsisting legal obligations of the County; and

WHEREAS, the County Board of the County (the "*Board*") has determined that it is necessary and desirable to refund all or a portion of the Prior Bonds (the Prior Bonds to be refunded being referred to herein as the "*Refunded Bonds*" and the Prior Bonds not being refunded being referred to herein as the "*Unrefunded Bonds*") in order to achieve debt service savings for the County; and

WHEREAS, the Refunded Bonds will be more particularly described in the Bond Notification (as hereinafter defined); and

WHEREAS, the refunding of the Refunded Bonds constitutes a lawful corporate purpose within the meaning of the Local Government Debt Reform Act of the State of Illinois, as amended (the "*Act*"); and

WHEREAS, the Board has further determined that, in order to refund the Refunded Bonds, it is advisable, necessary and in the best interests of the County to borrow an amount not to exceed \$2,600,000 and issue alternate bonds (the "*Bonds*"), being general obligation bonds payable (a) together with the Unrefunded Bonds, the County's General Obligation Bonds (Alternate Revenue Source), Series 2012F, General Obligation Bonds (Alternate Revenue Source), Series 2012G, General Obligation Alternate Refunding Bonds (Public Safety Sales Tax and Quarter Cent Sales Tax Alternate Revenue Sources), Series 2016A, Taxable General Obligation Alternate Refunding Bonds (Public Safety Sales Tax and Quarter Cent Sales Tax Alternate Revenue Sources), Series 2016D, General Obligation Alternate Refunding Bonds (Public Safety Sales Tax and Quarter Cent Sales Tax Alternate Revenue Sources), Series 2016E, and General Obligation Alternate Bonds (Tort Fund Property Tax and Quarter Cent Sales Tax Alternate Revenue Sources), Series 2017C (collectively, the "*Parity Bonds*"), from collections distributed to the County from those taxes imposed by the State of Illinois pursuant to the Retailer's Occupation Tax Act and the Service Occupation Tax Act, each as supplemented and amended from time to time, or substitute taxes therefor as provided in the future (the "*Pledged Revenues*"), and (b) from ad valorem taxes levied against all of the taxable property in the County without limitation as to rate or amount (the "*Pledged Taxes*"), all in accordance with the Act; and

WHEREAS, pursuant to and in accordance with Section 15 of the Act, alternate bonds may be issued to refund other alternate bonds without meeting any of the requirements set forth in Section 15 of the Act, except that the term of the refunding bonds shall not be longer than the term of the bonds being refunded and that the debt service payable in any year on the refunding bonds shall not exceed the debt service payable in such year on the bonds being refunded (the "*Refunding Conditions*"); and

WHEREAS, the Board has further determined that the Refunding Conditions can be met and the Bonds may be issued to refund the Refunded Bonds; and

WHEREAS, the Bonds will share ratably and equally in the Pledged Revenues with the Parity Bonds, the same being the only outstanding alternate bonds of the County payable from the Pledged Revenues; and

WHEREAS, the ordinances which authorized the Parity Bonds permit the issuance of additional alternate bonds payable from the Pledged Revenues in accordance with the provisions of the Act; and

WHEREAS, the Board does hereby find that the Bonds are being issued in accordance with the provisions of the Act; and

WHEREAS, in accordance with the terms of the Prior Bonds, the Refunded Bonds may be called for redemption in advance of their maturity, and it is necessary and desirable to make such call for the redemption of the Refunded Bonds on their earliest practicable redemption date, and provide for the giving of proper notice to the registered owners of the Refunded Bonds; and

WHEREAS, the Board is now authorized to issue alternate bonds to the amount of \$2,600,000 in accordance with the provisions of the Act, and the Board does hereby determine that it is necessary and desirable that there be issued at this time not to exceed \$2,600,000 of the Bonds so authorized; and

WHEREAS, the Property Tax Extension Limitation Law of the State of Illinois, as amended (the "PTELL"), imposes certain limitations on the "aggregate extension" of certain property taxes levied by the County, but provides that the definition of "aggregate extension" contained in the PTELL does not include extensions made for any taxing district subject to the PTELL to pay interest or principal on bonds issued under Section 15 of the Act; and

WHEREAS, the County Clerk is therefore authorized to extend and collect the Pledged Taxes:

NOW, THEREFORE, Be It Ordained by the County Board of The County of Winnebago, Illinois, as follows:

Section 1. Incorporation of Preambles. The Board hereby finds that all of the recitals contained in the preambles to this Ordinance are full, true and correct and does incorporate them into this Ordinance by this reference.

Section 2. Authorization. It is hereby found and determined that the Board has been authorized by law to borrow the sum of \$2,600,000 upon the credit of the County and as evidence of such indebtedness to issue alternate bonds, being general obligation bonds payable from the Pledged Revenues as provided by the Act, to said amount, the proceeds of said alternate bonds to be used to refund the Refunded Bonds, and it is necessary and for the best interests of the County that there be issued at this time not to exceed \$2,600,000 of the Bonds so authorized.

Section 3. Bond Details. There be borrowed on the credit of and for and on behalf of the County the sum of not to exceed \$2,600,000 for the purpose aforesaid; and that the Bonds shall be issued to said amount and shall be designated "General Obligation Refunding Bonds (Alternate Revenue Source), Series 2020B" or with such other series designation as set forth in the Bond Notification (as hereinafter defined). The Bonds shall be dated such date (not prior to May 14, 2020, and not later than November 14, 2020) as set forth in the Bond Notification, and shall also bear the date of authentication, shall be in fully registered form, shall be in denominations of \$5,000 each or authorized integral multiples thereof (unless otherwise provided in the Bond Notification) (but no single Bond shall represent installments of principal maturing on more than one date), and shall be numbered 1 and upward. The Bonds shall become due and payable serially or be subject to mandatory redemption (without option of prior redemption) on December 30 of each of the years (not later than 2029), in the amounts (not exceeding \$280,000 per year) and

bearing interest at the rates per annum (not exceeding 5.0% per annum) as set forth in the Bond Notification.

The Bonds shall bear interest from their date or from the most recent interest payment date to which interest has been paid or duly provided for, until the principal amount of the Bonds is paid, such interest (computed upon the basis of a 360-day year of twelve 30-day months) being payable on June 30 and December 30 of each year, commencing on December 30, 2020, or as otherwise provided in the Bond Notification.

Interest on each Bond shall be paid by check or draft of The Bank of New York Mellon Trust Company, N.A., Chicago, Illinois (the "*Bond Registrar*"), payable upon presentation in lawful money of the United States of America, to the person in whose name such Bond is registered at the close of business on the 15th day next preceding the interest payment date. The principal of the Bonds shall be payable in lawful money of the United States of America at the principal corporate trust office of the Bond Registrar.

The Bonds shall be signed by the manual or facsimile signatures of the Chairman of the Board and attested with the manual or facsimile signature of the County Clerk and shall have impressed or imprinted thereon the corporate seal of the County, and in case any officer whose signature shall appear on any Bond shall cease to be such officer before the delivery of such Bond, such signature shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until delivery.

All Bonds shall have thereon a certificate of authentication substantially in the form hereinafter set forth duly executed by the Bond Registrar as authenticating agent of the County and showing the date of authentication. No Bond shall be valid or obligatory for any purpose or be entitled to any security or benefit under this Ordinance unless and until such certificate of authentication shall have been duly executed by the Bond Registrar by manual signature, and such

certificate of authentication upon any such Bond shall be conclusive evidence that such Bond has been authenticated and delivered under this Ordinance. The certificate of authentication on any Bond shall be deemed to have been executed by the Bond Registrar if signed by an authorized officer of the Bond Registrar, but it shall not be necessary that the same officer sign the certificate of authentication on all of the Bonds issued hereunder.

Section 4. Registration of Bonds; Persons Treated as Owners. (a) *General.* The County shall cause books (the "*Bond Register*") for the registration and for the transfer of the Bonds as provided in this Ordinance to be kept at the principal corporate trust office of the Bond Registrar, which is hereby constituted and appointed the registrar of the County. The County is authorized to prepare, and the Bond Registrar shall keep custody of, multiple Bond blanks executed by the County for use in the transfer and exchange of Bonds.

Upon surrender for transfer of any Bond at the principal corporate trust office of the Bond Registrar, duly endorsed by, or accompanied by a written instrument or instruments of transfer in form satisfactory to the Bond Registrar and duly executed by, the registered owner or his or her attorney duly authorized in writing, the County shall execute and the Bond Registrar shall authenticate, date and deliver in the name of the transferee or transferees a new fully registered Bond or Bonds of the same maturity of authorized denominations, for a like aggregate principal amount. Any fully registered Bond or Bonds may be exchanged at said office of the Bond Registrar for a like aggregate principal amount of Bond or Bonds of the same maturity of other authorized denominations. The execution by the County of any fully registered Bond shall constitute full and due authorization of such Bond and the Bond Registrar shall thereby be authorized to authenticate, date and deliver such Bond, *provided, however*, the principal amount of outstanding Bonds of each maturity authenticated by the Bond Registrar shall not exceed the authorized principal amount of Bonds for such maturity less previous retirements.

The Bond Registrar shall not be required to transfer or exchange any Bond during the period beginning at the close of business on the 15th day next preceding any interest payment date on such Bond and ending on such interest payment date, nor to transfer or exchange any Bond after notice calling such Bond for redemption has been mailed, nor during a period of fifteen (15) days next preceding mailing of a notice of redemption of any Bonds.

The person in whose name any Bond shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of the principal of or interest on any Bond shall be made only to or upon the order of the registered owner thereof or his or her legal representative. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid.

No service charge shall be made for any transfer or exchange of Bonds, but the County or the Bond Registrar may require payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in connection with any transfer or exchange of Bond, except in the case of the issuance of a Bond or Bonds for the unredeemed portion of a Bond surrendered for redemption.

(b) *Global Book-Entry System.* The Bonds shall be initially issued in the form of a separate single fully registered Bond for each of the maturities of the Bonds determined as described in Section 3 hereof. Upon initial issuance, unless otherwise requested by the hereinafter-defined Purchaser, the ownership of each such Bond shall be registered in the Bond Register in the name of Cede & Co., or any successor thereto ("*Cede*"), as nominee of The Depository Trust Company, New York, New York, and its successors and assigns ("*DTC*"). All of the outstanding Bonds shall be registered in the Bond Register in the name of Cede, as nominee of DTC, except as hereinafter provided. The Chairman of the Board, the County Clerk and the Bond Registrar are each authorized to execute and deliver, on behalf of the County, such letters to or agreements with DTC as shall be necessary to effectuate such book-entry system (any such letter or agreement

being referred to herein as the "*Representation Letter*"), which Representation Letter may provide for the payment of principal of or interest on the Bonds by wire transfer.

With respect to Bonds registered in the Bond Register in the name of Cede, as nominee of DTC, the County and the Bond Registrar shall have no responsibility or obligation to any broker-dealer, bank or other financial institution for which DTC holds Bonds from time to time as securities depository (each such broker-dealer, bank or other financial institution being referred to herein as a "*DTC Participant*") or to any person on behalf of whom such a DTC Participant holds an interest in the Bonds. Without limiting the immediately preceding sentence, the County and the Bond Registrar shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede or any DTC Participant with respect to any ownership interest in the Bonds, (ii) the delivery to any DTC Participant or any other person, other than a registered owner of a Bond as shown in the Bond Register, of any notice with respect to the Bonds, or (iii) the payment to any DTC Participant or any other person, other than a registered owner of a Bond as shown in the Bond Register, of any amount with respect to the principal of or interest on the Bonds. The County and the Bond Registrar may treat and consider the person in whose name each Bond is registered in the Bond Register as the holder and absolute owner of such Bond for the purpose of payment of principal and interest with respect to such Bond, for the purpose of giving notices of redemption and other matters with respect to such Bond, for the purpose of registering transfers with respect to such Bond, and for all other purposes whatsoever. The Bond Registrar shall pay all principal of and interest on the Bonds only to or upon the order of the respective registered owners of the Bonds, as shown in the Bond Register, or their respective attorneys duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the County's obligations with respect to payment of the principal of and interest on the Bonds to the extent of the sum or sums so paid. No person other than a registered owner of a Bond as shown

in the Bond Register, shall receive a Bond evidencing the obligation of the County to make payments of principal and interest with respect to any Bond. Upon delivery by DTC to the Bond Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede, and subject to the provisions in Section 3 hereof with respect to the payment of interest to the registered owners of Bonds at the close of business on the 15th day next preceding the applicable interest payment date, the name "Cede" in this Ordinance shall refer to such new nominee of DTC.

In the event that (i) the County determines that DTC is incapable of discharging its responsibilities described herein and in the Representation Letter, (ii) the agreement among the County, the Bond Registrar and DTC evidenced by the Representation Letter shall be terminated for any reason or (iii) the County determines that it is in the best interests of the beneficial owners of the Bonds that they be able to obtain certificated Bonds, the County shall notify DTC and DTC Participants of the availability through DTC of certificated Bonds and the Bonds shall no longer be restricted to being registered in the Bond Register in the name of Cede, as nominee of DTC. At that time, the County may determine that the Bonds shall be registered in the name of and deposited with such other depository operating a universal book-entry system, as may be acceptable to the County, or such depository's agent or designee, and if the County does not select such alternate universal book-entry system, then the Bonds may be registered in whatever name or names registered owners of Bonds transferring or exchanging Bonds shall designate, in accordance with the provisions of Section 4(a) hereof.

Notwithstanding any other provisions of this Ordinance to the contrary, so long as any Bond is registered in the name of Cede, as nominee of DTC, all payments with respect to principal of and interest on such Bond and all notices with respect to such Bond shall be made and given, respectively, in the name provided in the Representation Letter.

Section 5. Mandatory Redemption. The Bonds maturing on the date or dates, if any, indicated in the Bond Notification shall be subject to mandatory redemption, in integral multiples of \$5,000 selected by lot by the Bond Registrar, at a redemption price of par plus accrued interest to the redemption date for the Bonds, on December 30 of the years, if any, and in the principal amounts, if any, as indicated in the Bond Notification. On or prior to the 60th day preceding any mandatory redemption date, the Bond Registrar may, and if directed by the Board shall, purchase Bonds required to be retired on such mandatory redemption date. Any such Bonds so purchased shall be cancelled and the principal amount thereof shall be credited against the mandatory redemption required on such next mandatory redemption date.

For purposes of any redemption of less than all of the outstanding Bonds of a single maturity, the particular Bonds or portions of Bonds to be redeemed shall be selected by lot by the Bond Registrar from the Bonds of such maturity by such method of lottery as the Bond Registrar shall deem fair and appropriate; *provided* that such lottery shall provide for the selection for redemption of Bonds or portions thereof so that any \$5,000 Bond or \$5,000 portion of a Bond shall be as likely to be called for redemption as any other such \$5,000 Bond or \$5,000 portion. The Bond Registrar shall make such selection upon the earlier of the irrevocable deposit of funds with an escrow agent sufficient to pay the redemption price of the Bonds to be redeemed or the time of the giving of official notice of redemption.

The Bond Registrar shall promptly notify the County in writing of the Bonds or portions of Bonds selected for redemption and, in the case of any Bond selected for partial redemption, the principal amount thereof to be redeemed.

Section 6. Redemption Procedure. Unless waived by any holder of Bonds to be redeemed, notice of the call for any such redemption shall be given by the Bond Registrar on behalf of the County by mailing the redemption notice by first class mail at least thirty (30) days and not more than sixty (60) days prior to the date fixed for redemption to the registered owner of the Bond

or Bonds to be redeemed at the address shown on the Bond Register or at such other address as is furnished in writing by such registered owner to the Bond Registrar.

All notices of redemption shall state:

- (1) the redemption date,
- (2) the redemption price,
- (3) if less than all outstanding Bonds are to be redeemed, the identification (and, in the case of partial redemption, the respective principal amounts) of the Bonds to be redeemed,
- (4) that on the redemption date the redemption price will become due and payable upon each such Bond or portion thereof called for redemption, and that interest thereon shall cease to accrue from and after said date,
- (5) the place where such Bonds are to be surrendered for payment of the redemption price, which place of payment shall be the principal corporate trust office of the Bond Registrar, and
- (6) such other information then required by custom, practice or industry standard.

Prior to any redemption date, the County shall deposit with the Bond Registrar an amount of money sufficient to pay the redemption price of all the Bonds or portions of Bonds which are to be redeemed on that date.

Notice of redemption having been given as aforesaid, the Bonds or portions of Bonds so to be redeemed shall, on the redemption date, become due and payable at the redemption price therein specified, and from and after such date (unless the County shall default in the payment of the redemption price) such Bonds or portions of Bonds shall cease to bear interest. Upon surrender of such Bonds for redemption in accordance with said notice, such Bonds shall be paid by the Bond Registrar at the redemption price. Installments of interest on the Bonds due on or prior to the redemption date shall be payable as herein provided for payment of interest. Upon surrender for any partial redemption of any Bond, there shall be prepared for the registered holder a new Bond or Bonds of the same maturity in the amount of the unpaid principal amount thereof.

If any Bond or portion of Bond called for redemption shall not be so paid upon surrender thereof for redemption, the principal shall, until paid, bear interest from the redemption date at the rate borne by the Bond or portion of Bond so called for redemption. All Bonds which have been redeemed shall be cancelled and destroyed by the Bond Registrar and shall not be reissued.

Section 7. Form of Bond. The Bonds shall be in substantially the following form; *provided, however,* that if the text of the Bond is to be printed in its entirety on the front side of the Bond, then paragraph [2] and the legend, "See Reverse Side for Additional Provisions", shall be omitted and paragraphs [6] and thereafter, as appropriate, shall be inserted immediately after paragraph [1]:

[Form of Bond - Front Side]

REGISTERED
No. _____

REGISTERED
\$ _____

UNITED STATES OF AMERICA

STATE OF ILLINOIS

THE COUNTY OF WINNEBAGO

GENERAL OBLIGATION REFUNDING BOND (ALTERNATE REVENUE SOURCE), SERIES 2020B

See Reverse Side for
Additional Provisions

Interest Maturity Date: Dated Date:
Rate: _____% December 30, 20____, 2020 CUSIP: _____

Registered Owner: CEDE & CO.

Principal Amount:

[1] KNOW ALL PERSONS BY THESE PRESENTS, that The County of Winnebago, Illinois (the "*County*"), hereby acknowledges itself to owe and for value received promises to pay to the Registered Owner identified above, or registered assigns as hereinafter provided, on the Maturity Date identified above, the Principal Amount identified above and to pay interest (computed on the basis of a 360-day year of twelve 30-day months) on such Principal Amount from the date of this Bond or from the most recent interest payment date to which interest has been paid at the Interest Rate per annum set forth above on June 30 and December 30 of each year, commencing December 30, 2020, until said Principal Amount is paid. The principal of this Bond is payable in lawful money of the United States of America at the principal corporate trust office of The Bank of New York Mellon Trust Company, N.A., Chicago, Illinois, as bond registrar and paying agent (the "*Bond Registrar*"). Payment of the installments of interest shall be made to the Registered Owner hereof as shown on the registration books of the County maintained by the Bond Registrar at the close of business on the 15th day next preceding each interest payment date and shall be paid by check or draft of the Bond Registrar, payable upon presentation in lawful money of the

United States of America, mailed to the address of such Registered Owner as it appears on such registration books or at such other address furnished in writing by such Registered Owner to the Bond Registrar. For the prompt payment of this Bond, both principal and interest at maturity, the full faith, credit and resources of the County are hereby irrevocably pledged.

[2] Reference is hereby made to the further provisions of this Bond set forth on the reverse hereof and such further provisions shall for all purposes have the same effect as if set forth at this place.

[3] It is hereby certified and recited that all conditions, acts and things required by law to exist or to be done precedent to and in the issuance of this Bond did exist, have happened, been done and performed in regular and due form and time as required by law; that the indebtedness of the County, including the issue of bonds of which this is one, does not exceed any limitation imposed by law; and that provision has been made for the collection of the Pledged Revenues and the Pledged Taxes to pay the interest hereon as it falls due and also to pay and discharge the principal hereof at maturity.

[4] This Bond shall not be valid or become obligatory for any purpose until the certificate of authentication hereon shall have been signed by the Bond Registrar.

[5] IN WITNESS WHEREOF, The County of Winnebago, Illinois, by its County Board, has caused this Bond to be executed by the manual or duly authorized facsimile signature of its Chairman of the County Board and attested by the manual or duly authorized facsimile signature of its County Clerk and its corporate seal impressed or reproduced hereon, all as appearing hereon and as of the Dated Date identified above.

SPECIMEN

Chairman of the County Board

Attest:

SPECIMEN

County Clerk

Date of Authentication: _____, 2020

CERTIFICATE
OF
AUTHENTICATION

Bond Registrar and Paying Agent:
The Bank of New York Mellon Trust
Company, N.A.
Chicago, Illinois

This Bond is one of the Bonds described in the within mentioned ordinance and is one of the General Obligation Refunding Bonds (Alternate Revenue Source), Series 2020B, of The County of Winnebago, Illinois.

THE BANK OF NEW YORK MELLON TRUST
COMPANY, N.A., as Bond Registrar

By _____
MANUAL
Authorized Officer

[Form of Bond - Reverse Side]

THE COUNTY OF WINNEBAGO, ILLINOIS

GENERAL OBLIGATION REFUNDING BOND (ALTERNATE REVENUE SOURCE), SERIES 2020B

[6] This Bond is one of a series of bonds issued by the County to refund certain outstanding alternate bonds of the County, in full compliance with the provisions of the Counties Code of the State of Illinois (the "*Code*"), and the Local Government Debt Reform Act of the State of Illinois (the "*Act*"), and all laws amendatory thereof and supplementary thereto, and is authorized by an ordinance adopted by the County Board of the County (the "*Board*") on the 14th day of May, 2020 (the "*Bond Ordinance*"), in all respects as provided by law.

[7] [Mandatory redemption provisions, if any, will be inserted here.]

[8] [Notice of any such redemption shall be sent by first class mail not less than thirty (30) days nor more than sixty (60) days prior to the date fixed for redemption to the registered owner of each Bond to be redeemed at the address shown on the registration books of the County maintained by the Bond Registrar or at such other address as is furnished in writing by such registered owner to the Bond Registrar. When so called for redemption, this Bond will cease to bear interest on the specified redemption date, provided funds for redemption are on deposit at the place of payment at that time, and shall not be deemed to be outstanding.]

[9] Bonds of the series of which this Bond is one are payable (a) together with County's General Obligation Bonds (Alternate Revenue Source), Series 2012F, General Obligation Bonds (Alternate Revenue Source), Series 2012G, General Obligation Alternate Refunding Bonds (Public Safety Sales Tax and Quarter Cent Sales Tax Alternate Revenue Sources), Series 2016A, Taxable General Obligation Alternate Refunding Bonds (Public Safety Sales Tax and Quarter Cent Sales Tax Alternate Revenue Sources), Series 2016D, General Obligation Alternate Refunding Bonds (Public Safety Sales Tax and Quarter Cent Sales Tax Alternate Revenue Sources), Series 2016E, and General Obligation Alternate Bonds (Tort Fund Property Tax and Quarter Cent Sales

Tax Alternate Revenue Sources), Series 2017C, from collections distributed to the County from those taxes imposed by the State of Illinois pursuant to the Retailer's Occupation Tax Act and the Service Occupation Tax Act, each as supplemented and amended from time to time, or substitute taxes therefor as provided in the future (the "*Pledged Revenues*"), and (b) from ad valorem taxes levied against all of the taxable property in the County without limitation as to rate or amount (the "*Pledged Taxes*"), all in accordance with the provisions of the Act and the Code.

[10] This Bond is transferable by the Registered Owner hereof in person or by his or her attorney duly authorized in writing at the principal corporate trust office of the Bond Registrar in Chicago, Illinois, but only in the manner, subject to the limitations and upon payment of the charges provided in the Bond Ordinance, and upon surrender and cancellation of this Bond. Upon such transfer a new Bond or Bonds of authorized denominations of the same maturity and for the same aggregate principal amount will be issued to the transferee in exchange therefor.

[11] The Bonds are issued in fully registered form in the denomination of \$5,000 each or authorized integral multiples thereof. This Bond may be exchanged at the principal corporate trust office of the Bond Registrar for a like aggregate principal amount of Bonds of the same maturity of other authorized denominations, upon the terms set forth in the Bond Ordinance. The Bond Registrar shall not be required to transfer or exchange any Bond during the period beginning at the close of business on the 15th day next preceding any interest payment date on such Bond and ending at the opening of business on such interest payment date[, nor to transfer or exchange any Bond after notice calling such Bond for redemption has been mailed, nor during a period of fifteen (15) days next preceding mailing of a notice of redemption of any Bonds].

[12] The County and the Bond Registrar may deem and treat the Registered Owner hereof as the absolute owner hereof for the purpose of receiving payment of or on account of principal

hereof and interest due hereon and for all other purposes, and neither the County nor the Bond Registrar shall be affected by any notice to the contrary.

(ASSIGNMENT)

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto _____

(Name and Address of Assignee)

the within Bond and does hereby irrevocably constitute and appoint _____

_____,
attorney to transfer the said Bond on the books kept for registration thereof with full power of substitution in the premises.

Dated: _____

Signature guaranteed: _____

NOTICE: The signature to this assignment must correspond with the name of the registered owner as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatever.

Section 8. Sale of Bonds. The Chairman of the Board and the County Administrator of the County (the "*Designated Representatives*") are hereby authorized to proceed not later than November 14, 2020, without any further authorization or direction from the Board, to sell the Bonds upon the terms as prescribed in this Ordinance. The Bonds hereby authorized shall be executed as in this Ordinance provided as soon after the delivery of the Bond Notification as may be, and thereupon be deposited with the County Treasurer, and, after authentication thereof by the Bond Registrar, be by said Treasurer delivered to the purchaser thereof (the "*Purchaser*"), upon receipt of the purchase price therefor, the same being not less than 98.0% of the principal amount of the Bonds (exclusive of original issue discount, if any), plus accrued interest to date of delivery, if any. The Purchaser shall be (a) the best bidder for the Bonds pursuant to a competitive sale conducted by Speer Financial; (b) in a negotiated underwriting, a bank or financial institution

listed in the Dealers & Underwriters or Municipal Derivatives sections of the most recent edition of The Bond Buyer's Municipal Marketplace; or (c) in a private placement, (i) a bank or financial institution authorized to do business in the State of Illinois, (ii) a governmental unit as defined in the Act, or (iii) an "accredited investor" as defined in Rule 501 of Regulation D as promulgated under the Securities Act of 1933, as amended; *provided, however* that the Purchaser as set forth in either (b) or (c) shall be selected only upon the recommendation of Speer Financial that the sale of the Bonds on a negotiated or private placement basis to the Purchaser is in the best interest of the County because of (i) the pricing of the Bonds by the Purchaser, (ii) then current market conditions or (iii) the timing of the sale of the Bonds; and *further provided*, that the Purchaser as set forth in (c) may be selected through the utilization of a placement agent selected by the Designated Representatives after consultation with Speer Financial if the use of such placement agent is determined by the Designated Representatives to be in the best interest of the County.

Prior to the sale of the Bonds, the Chairman of the Board or the County Administrator of the County is hereby authorized to approve and execute a commitment for the purchase of a Municipal Bond Insurance Policy (as hereinafter defined), to further secure the Bonds, as long as the present value of the fee to be paid for the Municipal Bond Insurance Policy (using as a discount rate the expected yield on the Bonds treating the fee paid as interest on the Bonds) is less than the present value of the interest reasonably expected to be saved on the Bonds over the term of the Bonds as a result of the Municipal Bond Insurance Policy.

Upon the sale of the Bonds, the Designated Representatives shall prepare a Notification of Sale of the Bonds, which shall include the pertinent details of sale as provided herein (the "*Bond Notification*"). In the Bond Notification, the Designated Representatives shall find and determine that (i) the Bonds have been sold at such price and bear interest at such rates that either the true interest cost (yield) or the net interest rate received upon the sale of the Bonds does not exceed the

maximum rate otherwise authorized by applicable law, (ii) the refunding of the Refunded Bonds will provide net present value debt service savings to the County in an amount not less than 2.0% of the par amount of the Refunded Bonds and (iii) the Refunding Conditions have been met. The Bond Notification shall be entered into the records of the County and made available to the Board at the next regular meeting thereof; but such action shall be for information purposes only, and the Board shall have no right or authority at such time to approve or reject such sale as evidenced in the Bond Notification.

Upon the sale of the Bonds, as evidenced by the execution and delivery of the Bond Notification by the Designated Representatives, the Chairman of the Board, the County Clerk, the County Treasurer, the County Administrator and any other officers of the County, as shall be appropriate, shall be and are hereby authorized and directed to approve or execute, or both, such documents of sale of the Bonds as may be necessary, including, without limitation, the contract for the sale of the Bonds between the County and the Purchaser (the "*Purchase Contract*"). Prior to the execution and delivery of the Purchase Contract, the Designated Representatives shall find and determine that no person holding any office of the County, either by election or appointment, is in any manner financially interested directly in his or her own name or indirectly in the name of any other person, association, trust or corporation, in the Purchase Contract.

The use by the Purchaser of any Preliminary Official Statement and any final Official Statement relating to the Bonds (the "*Official Statement*") is hereby ratified, approved and authorized; the execution and delivery of the Official Statement is hereby authorized; and the officers of the Board are hereby authorized to take any action as may be required on the part of the County to consummate the transactions contemplated by the Purchase Contract, this Ordinance, said Preliminary Official Statement, the Official Statement and the Bonds.

Section 9. Treatment of Bonds as Debt. The Bonds shall be payable from the Pledged Revenues and the Pledged Taxes and do not and shall not constitute an indebtedness of the County

within the meaning of any constitutional or statutory limitation, unless the Pledged Taxes shall be extended pursuant to the general obligation, full faith and credit promise supporting the Bonds, as set forth in Section 11 hereof, in which case the amount of the Bonds then outstanding shall be included in the computation of indebtedness of the County for purposes of all statutory provisions or limitations until such time as an audit of the County shall show that the Bonds have been paid from the Pledged Revenues for a complete fiscal year, in accordance with the Act.

Section 10. Bond Fund. There is hereby established a special fund of the County known as the "Alternate Bond Fund – Series 2020B" (the "*Bond Fund*"). The Bond Fund is a trust fund established for the purpose of carrying out the covenants, terms and conditions imposed upon the County by this Ordinance. The Bonds are secured by a pledge of all of the moneys on deposit in the Bond Fund, and such pledge is irrevocable until the Bonds have been paid in full or until the obligations of the County under this Ordinance are discharged.

Section 11. Alternate Revenue Source; Appropriation; Additional Obligations; Tax Levy. For the purpose of providing funds required to pay the interest on the Bonds promptly when and as the same falls due, and to pay and discharge the principal thereof at maturity, the County covenants and agrees with the purchasers and the owners of the Bonds that the County will deposit Pledged Revenues into the Bond Fund. Deposits of Pledged Revenues into the Bond Fund shall be on a parity with deposits of Pledged Revenues into the bond funds established for payment of the Parity Bonds. All payments with respect to the Bonds shall be made directly from the Bond Fund. There are hereby created two accounts in the Bond Fund, designated as the "Pledged Revenues Account" and as the "Pledged Taxes Account." Pledged Taxes shall be deposited to the credit of the Pledged Taxes Account. Pledged Revenues shall be deposited to the credit of the Pledged Revenues Account. Pledged Taxes on deposit to the credit of the Bond Fund shall be fully spent to pay the principal of and interest on the Bonds prior to use of any Pledged Revenues on deposit in the Bond Fund.

The County is authorized to issue from time to time additional bonds payable from the Pledged Revenues as permitted by law and such additional bonds may share ratably and equally in the Pledged Revenues with the Bonds; *provided, however*, that no such additional bonds shall be issued except in accordance with the provisions of the Act.

For the purpose of providing additional funds to pay the principal of and interest on the Bonds, there is hereby levied upon all of the taxable property within the County, in the years for which any of the Bonds are outstanding, a direct annual tax for each of the years while the Bonds or any of them are outstanding, in amounts sufficient for that purpose, and there be and there hereby is levied upon all of the taxable property in the County the following direct annual taxes (the “*Pledged Taxes*”):

FOR THE YEAR	A TAX SUFFICIENT TO PRODUCE THE SUM OF:	
2020	\$317,083.75	for principal and interest up to and including December 30, 2021
2021	\$313,913.75	for principal and interest
2022	\$309,013.75	for principal and interest
2023	\$303,888.75	for principal and interest
2024	\$303,538.75	for principal and interest
2025	\$297,258.75	for principal and interest
2026	\$295,743.75	for principal and interest
2027	\$292,675.00	for principal and interest
2028	\$289,093.75	for principal and interest

Interest or principal coming due at any time when there are insufficient funds on hand from the Pledged Taxes to pay the same shall be paid promptly when due from current funds on hand in advance of the collection of the Pledged Taxes herein levied; and when the Pledged Taxes shall have been collected, reimbursement shall be made to said funds in the amount so advanced.

Other than as set forth in Section 13 hereof and in the next succeeding paragraph, the County covenants and agrees with the purchasers and the owners of the Bonds that so long as any of the Bonds remain outstanding, the County will take no action or fail to take any action which in any way would adversely affect the ability of the County to collect the Pledged Revenues or to

levy and collect the Pledged Taxes. The County and its officers will comply with all present and future applicable laws in order to assure that the Pledged Revenues will be available and that the Pledged Taxes will be levied, extended and collected as provided herein and deposited in the Bond Fund.

To the extent that the taxes levied above exceed the amount necessary to pay debt service on the Bonds as set forth in the Bond Notification, the Designated Representatives are hereby authorized to direct the abatement of Pledged Taxes to the extent of the excess of such levy in each year over the amount necessary to pay debt service on the Bonds in the following bond year. Proper notice of such abatement shall be filed with the County Clerk.

Section 12. Filing of Ordinance. Forthwith upon the passage of this Ordinance, the County Clerk is hereby directed to file a certified copy of this Ordinance in the records of the County, and it shall be the duty of the County Clerk to annually in and for each of the years 2020 to 2028, inclusive, ascertain the rate percent required to produce the aggregate Pledged Taxes hereinbefore provided to be levied in each of said years; and the County Clerk shall extend the same for collection on the tax books in connection with other taxes levied in said years in and by the County for general corporate purposes of the County; and the County Clerk shall remit the Pledged Taxes for deposit to the credit of the Pledged Taxes Account of the Bond Fund, and in said years the Pledged Taxes shall be levied and collected by and for and on behalf of the County in like manner as taxes for general corporate purposes of the County for said years are levied and collected, and in addition to and in excess of all other taxes. The Pledged Taxes are hereby irrevocably pledged to and shall be used only for the purpose of paying principal of and interest on the Bonds.

Section 13. Abatement of Pledged Taxes. Whenever the Pledged Revenues or other lawfully available funds are available and on deposit in the Bond Fund to pay any principal of or

interest on Bonds when due so as to enable the abatement of the Pledged Taxes levied to pay such principal and interest, the County shall direct the abatement of such Pledged Taxes by the amount available and on deposit in the Bond Fund, and proper notification of such abatement will be filed with the County Clerk in a timely manner to effect such abatement. There are no Pledged Taxes levied for levy year 2019.

Section 14. Pledged Revenues; General Covenants. The County covenants and agrees with the holders of the Bonds that, so long as any Bonds remain outstanding:

A. The Pledged Revenues are hereby pledged to the payment of the Bonds; and the Board covenants and agrees to provide for, collect and apply the Pledged Revenues to the payment of the Bonds and the provision of not less than an additional 0.25 times debt service thereon, all in accordance with Section 15 of the Act.

B. The County will punctually pay or cause to be paid from the Bond Fund the principal of and interest on the Bonds in strict conformity with the terms of the Bonds and this Ordinance, and it will faithfully observe and perform all of the conditions, covenants and requirements thereof and hereof.

C. The County will pay and discharge, or cause to be paid and discharged, from the Bond Fund any and all lawful claims which, if unpaid, might become a lien or charge upon the Pledged Revenues, or any part thereof, or upon any such funds in the hands of the Bond Registrar, or which might impair the security of the Bonds. Nothing herein contained shall require the County to make any such payment so long as the County in good faith shall contest the validity of said claims.

D. The County will keep, or cause to be kept, proper books of record and accounts, separate from all other records and accounts of the County, in which complete and correct entries shall be made of all transactions relating to the Pledged Revenues and the Bond Fund. Such books of record and accounts shall at all times during business hours be subject to the inspection of the holders of not less than ten per cent (10%) of the principal amount of the outstanding Bonds or their representatives authorized in writing.

E. The County will preserve and protect the security of the Bonds and the rights of the registered owners of the Bonds, and will warrant and defend their rights against all claims and demands of all persons. From and after the sale and delivery of any of the Bonds by the County, the Bonds shall be incontestable by the County.

F. The County will adopt, make, execute and deliver any and all such further ordinances, resolutions, instruments and assurances as may be reasonably necessary or proper to carry out the intention of, or to facilitate the performance of, this Ordinance, and

for the better assuring and confirming unto the holders of the Bonds of the rights and benefits provided in this Ordinance.

G. As long as any Bonds are outstanding, the County will continue to deposit the Pledged Revenues and, if necessary, the Pledged Taxes to the Bond Fund. The County covenants and agrees with the purchasers of the Bonds and with the registered owners thereof that so long as any Bonds remain outstanding, the County will take no action or fail to take any action which in any way would adversely affect the ability of the County to collect the Pledged Revenues. The County and its officers will comply with all present and future applicable laws in order to assure that the Pledged Revenues and, if necessary, the Pledged Taxes will be collected as provided herein and deposited into the Bond Fund.

H. Once issued, the Bonds shall be and forever remain until paid or defeased the general obligation of the County, for the payment of which its full faith and credit are pledged, and shall be payable, in addition to the Pledged Revenues, from the levy of the Pledged Taxes as provided in the Act and Section 11 hereof.

Section 15. Application of Proceeds; Call of the Refunded Bonds. The principal proceeds of the Bonds, together with any premium received on the sale of the Bonds, are hereby appropriated for the purpose of refunding the Refunded Bonds and paying costs of issuance of the Bonds, and the portion thereof not needed to pay such costs of issuance is hereby ordered deposited in with the paying agent for the Refunded Bonds (the "*Prior Paying Agent*") to be used to pay the Refunded Bonds upon redemption. Alternatively, the sum necessary to pay the Refunded Bonds may be deposited in escrow with an escrow agent (which shall be a bank or trust company authorized to business in the State of Illinois), which bank is authorized to transfer such funds at the appropriate time to the Prior Paying Agent so as to pay the redemption price of the Refunded Bonds on the redemption date and is further authorized to act as agent for the County to purchase from such escrow funds direct obligations of or obligations guaranteed by the full faith and credit of the United States of America to provide for the payment of the principal of and interest on the Refunded Bonds when due. At the time of the issuance of the Bonds, the costs of issuance of the Bonds may be paid by the Purchaser on behalf of the County from the proceeds of the Bonds.

In accordance with the redemption provisions of the Refunded Bonds, the County does hereby make provision for the payment of and does hereby call (subject only to the delivery of the

Bonds) the Refunded Bonds for redemption and payment prior to maturity on the date set forth in the Bond Notification (the same being not later than 90 days after the date of issuance of the Bonds).

Section 16. Tax Exemption. The County hereby covenants that it will not take any action, omit to take any action or permit the taking or omission of any action within its control (including, without limitation, making or permitting any use of the proceeds of the Bonds) if taking, permitting or omitting to take such action would cause any of the Bonds to be an arbitrage bond or a private activity bond within the meaning of the Internal Revenue Code of 1986, as amended, or would otherwise cause the interest on the Bonds to be included in the gross income of the recipients thereof for federal income tax purposes. The County acknowledges that, in the event of an examination by the Internal Revenue Service (the “IRS”) of the exemption from federal income taxation for interest paid on the Bonds, under present rules, the County may be treated as a “taxpayer” in such examination and agrees that it will respond in a commercially reasonable manner to any inquiries from the IRS in connection with such an examination.

The County also agrees and covenants with the purchasers and holders of the Bonds from time to time outstanding that, to the extent possible under Illinois law, it will comply with whatever federal tax law is adopted in the future which applies to the Bonds and affects the tax-exempt status of the Bonds.

The Board hereby authorizes the officials of the County responsible for issuing the Bonds, the same being the Chairman of the Board, the County Clerk, the County Treasurer and the County Administrator, to make such further covenants and certifications regarding the specific use of the proceeds of the Bonds as approved by the Board and as may be necessary to assure that the use thereof will not cause the Bonds to be arbitrage bonds and to assure that the interest on the Bonds will be exempt from federal income taxation. In connection therewith, the County and the Board

further agree: (a) through their officers, to make such further specific covenants, representations as shall be truthful, and assurances as may be necessary or advisable; (b) to consult with counsel approving the Bonds and to comply with such advice as may be given; (c) to pay to the United States, as necessary, such sums of money representing required rebates of excess arbitrage profits relating to the Bonds; (d) to file such forms, statements, and supporting documents as may be required and in a timely manner; and (e) if deemed necessary or advisable by their officers, to employ and pay fiscal agents, financial advisors, attorneys, and other persons to assist the County in such compliance.

Section 17. Registered Form. The County agrees that it will not take any action to permit the Bonds to be issued in, or converted into, bearer or coupon form.

Section 18. List of Bondholders. The Bond Registrar shall maintain a list of the names and addresses of the holders of all Bonds and upon any transfer shall add the name and address of the new Bondholder and eliminate the name and address of the transferor Bondholder.

Section 19. Duties of Bond Registrar. If requested by the Bond Registrar, the Chairman of the Board, the County Clerk, the County Treasurer and the County Administrator are each authorized to execute the Bond Registrar's standard form of agreement between the County and the Bond Registrar with respect to the obligations and duties of the Bond Registrar hereunder which may include the following:

- (a) to act as bond registrar, authenticating agent, paying agent and transfer agent as provided herein;
- (b) to maintain a list of Bondholders as set forth herein and to furnish such list to the County upon request, but otherwise to keep such list confidential;
- (c) to give notice of redemption of Bonds as provided herein;
- (d) to cancel and/or destroy Bonds which have been paid at maturity or upon earlier redemption or submitted for exchange or transfer;

(e) to furnish the County at least annually a certificate with respect to Bonds cancelled and/or destroyed; and

(f) to furnish the County at least annually an audit confirmation of Bonds paid, Bonds outstanding and payments made with respect to interest on the Bonds.

Section 20. Municipal Bond Insurance. In the event the payment of principal and interest on the Bonds is insured pursuant to a municipal bond insurance policy (the "*Municipal Bond Insurance Policy*") issued by a bond insurer (the "*Bond Insurer*"), and as long as such Municipal Bond Insurance Policy shall be in full force and effect, the County and the Bond Registrar agree to comply with such usual and reasonable provisions regarding presentment and payment of the Bonds, subrogation of the rights of the Bondholders to the Bond Insurer upon payment of the Bonds by the Bond Insurer, amendment hereof, or other terms, as approved by the Chairman of the Board on advice of counsel, his approval to constitute full and complete acceptance by the County of such terms and provisions under authority of this Section.

Section 21. Continuing Disclosure Undertaking. The Chairman of the Board is hereby authorized, empowered and directed to execute and deliver a Continuing Disclosure Undertaking under Section (b)(5) of Rule 15c2-12 adopted by the Securities and Exchange Commission pursuant to the Securities Exchange Act of 1934, as amended (the "*Continuing Disclosure Undertaking*"). When executed and delivered on behalf of the County as herein provided, such Continuing Disclosure Undertaking will be binding on the County and the officers, employees and agents of the County, and the officers, employees and agents of the County are hereby authorized, empowered and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of such Continuing Disclosure Undertaking as executed. Notwithstanding any other provision of this Ordinance, the sole remedy for failure to comply with such Continuing Disclosure Undertaking shall be the ability of the beneficial owner of any Bond to seek mandamus or specific performance by court order to cause the County to comply with its obligations under such Continuing Disclosure Undertaking.

Section 22. Provisions a Contract. The provisions of this Ordinance shall constitute a contract between the County and the owners of the outstanding Bonds. All covenants relating to the Bonds and the conditions and obligations imposed by Section 15 of the Act are enforceable by any holder of the Bonds affected, any taxpayer of the County and the People of the State of Illinois acting through the Attorney General or any designee.

Section 23. Severability. If any section, paragraph or provision of this Ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this Ordinance.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

Section 24. Repeal. All ordinances or parts thereof in conflict herewith be and the same are hereby repealed and this Ordinance shall be in full force and effect forthwith upon its adoption.

PASSED by the County Board of The County of Winnebago, Illinois, this 14th day of May, 2020.

Chairman of the County Board of
The County of Winnebago, Illinois

ATTEST:

County Clerk of
The County of Winnebago, Illinois

County Board Member _____ moved and County Board Member _____ seconded the motion that said ordinance as presented and read by title be adopted.

After a full discussion thereof, the Chairman directed that the roll be called for a vote upon the motion to adopt said ordinance.

Upon the roll being called, the following County Board Members voted AYE: _____

The following County Board Members voted NAY: _____

Whereupon the Chairman declared the motion carried and said ordinance adopted, approved and signed the same in open meeting and directed the County Clerk to record the same in the records of the County Board of The County of Winnebago, Illinois, which was done.

Other business not pertinent to the adoption of said ordinance was duly transacted at the meeting.

Upon motion duly made, seconded and carried, the meeting was adjourned.

County Clerk of The County of Winnebago,
Illinois

STATE OF ILLINOIS)
) SS
COUNTY OF WINNEBAGO)

CERTIFICATION OF MINUTES

I, the undersigned, do hereby certify that I am the duly qualified and acting County Clerk of The County of Winnebago, Illinois (the "*County*"), and as such official I am the keeper of the records and files of the County Board of the County (the "*Board*").

I do further certify that the foregoing constitutes a full, true and complete transcript of the minutes of the meeting of the Board held on the 14th day of May, 2020, insofar as same relates to the adoption of Ordinance No. ____ entitled:

AN ORDINANCE providing for the issue of not to exceed \$2,600,000 General Obligation Refunding Bonds (Alternate Revenue Source), Series 2020B, of The County of Winnebago, Illinois, for the purpose of refunding certain outstanding alternate bonds of said County, the pledge of certain revenues to the payment of principal and interest on said bonds and the levy of a direct annual tax sufficient to pay such principal and interest if the pledged revenues are insufficient to make such payment, and the sale of said bonds to the purchaser thereof.

a true, correct and complete copy of which said ordinance as adopted at said meeting appears in the foregoing transcript of the minutes of said meeting.

I do further certify that the deliberations of the Board on the adoption of said ordinance were conducted openly, that the vote on the adoption of said ordinance was taken openly, that said meeting was called and held at a specified time and place convenient to the public, that notice of said meeting was duly given to all of the news media requesting such notice, that an agenda for said meeting was posted at the location where said meeting was held and at the principal office of the Board at least 48 hours in advance of the holding of said meeting, that at least one copy of said agenda was continuously available for public review during the entire 48-hour period preceding said meeting, that a true, correct and complete copy of said agenda as so posted is attached hereto as *Exhibit A*, that said meeting was called and held in strict compliance with the provisions of the Open Meetings Act of the State of Illinois, as amended and as supplemented by Executive Orders 2020-07 and 2020-18, and with the provisions of the Counties Code of the State of Illinois, as amended, and that the Board has complied with all of the provisions of said Act and said Code and with all of the procedural rules of the Board.

IN WITNESS WHEREOF, I hereunto affix my official signature and the seal of the County,
this 14th day of May, 2020.

County Clerk of The County of Winnebago,
Illinois

(SEAL)

STATE OF ILLINOIS)
) SS
COUNTY OF WINNEBAGO)

FILING CERTIFICATE

I, the undersigned, do hereby certify that I am the duly qualified and acting County Clerk of The County of Winnebago, Illinois, and as such official I do further certify that on the ____ day of _____, 2020, there was filed in my office a duly certified copy of Ordinance No. ____ entitled:

AN ORDINANCE providing for the issue of not to exceed \$2,600,000 General Obligation Refunding Bonds (Alternate Revenue Source), Series 2020B, of The County of Winnebago, Illinois, for the purpose of refunding certain outstanding alternate bonds of said County, the pledge of certain revenues to the payment of principal and interest on said bonds and the levy of a direct annual tax sufficient to pay such principal and interest if the pledged revenues are insufficient to make such payment, and the sale of said bonds to the purchaser thereof.

duly adopted by the County Board of The County of Winnebago, Illinois, on the 14th day of May, 2020, and that the same has been deposited in the official files and records of my office.

IN WITNESS WHEREOF, I hereunto affix my official signature and the seal of said County, this ____ day of _____, 2020.

County Clerk of The County of Winnebago,
Illinois

[SEAL]

May 14, 2020 Board Meeting

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

2020 CO_____

SUBMITTED BY: FINANCE COMMITTEE

SPONSORED BY: JAMIE SALGADO

**AN ORDINANCE IMPOSING A SPECIAL RETAILERS' OCCUPATION TAX FOR
MENTAL HEALTH PURSUANT TO THE AUTHORITY
GRANTED IN CHAPTER 55, ACT 5, SECTION 5-1006.5 OF THE
ILLINOIS COMPILED STATUTES**

WHEREAS, a proposition in the form required by Chapter 55, Act 5, Section 5-1006.5 of the Illinois Compiled Statutes, to allow the imposition of a Special Retailers' Occupation Tax For Mental Health of one-half percent was submitted to the electors of Winnebago County on March 17, 2020; and

WHEREAS, said electors of Winnebago County, by a majority of those voting on the question (26,656 being in favor and 16,613 being opposed), approved the imposition of said Special Retailers' Occupation Tax For Mental Health on March 17, 2020; and

WHEREAS, The County Board of Winnebago County ("Board") has determined, at a lawfully constituted meeting of the Board held on April 9, 2020, that imposition of said Special Retailers' Occupation Tax For Mental Health is in the best interest of the citizens of Winnebago County and should be imposed, as authorized by statute and by the majority vote of the electors voting on the question.

WHEREAS, on April 9, 2020, the Board approved and adopted an Ordinance imposing said Special Retailers' Occupation Tax For Mental Health;

WHEREAS, subsequent to the Board's approval of said Ordinance, the Illinois Department of Revenue ("IDOR") indicated to Winnebago County's Interim County Administrator that the IDOR shall collect, administer and enforce said Special Retailers' Occupation Tax for Mental Health beginning on July 1, 2020; and

WHEREAS, subsequent to the Board's approval of said Ordinance, the IDOR has requested Winnebago County to add some additional language to said Ordinance in the form of an amending ordinance or a superseding ordinance.

NOW, THEREFORE BE IT ORDAINED, by the County Board of the County of Winnebago, Illinois as follows:

Section 1: Tax imposed. A Special Retailers' Occupation Tax For Mental Health is imposed as and to the full extent authorized by Chapter 55, Act 5, Section 5-1006.5 of the Illinois Compiled Statutes, upon all persons engaged in the business of selling tangible personal property, other than personal property titled or registered with an agency of the State of Illinois, at retail within the County of Winnebago at the rate of one-half percent (0.5%) of the gross receipts from such sales made in the course of business while this Ordinance is in effect; and a tax is hereby imposed upon all persons engaged in the County of Winnebago in the business of making sales of service, at the rate of one-half percent (0.5%) of the selling price of all tangible personal property transferred by such serviceman as an incident to a sale of service. These Special County Occupation Taxes For Mental Health may not be imposed on tangible personal property taxed at the rate of 1.0% under the Retailers' Occupation Tax Act and the Service Occupation Tax Act.

The imposition of these mental health taxes is in accordance with and subject to the provisions of Sections 5-1006.5(a) and 5-1006.5(b), of the Counties Code (55 ILCS 5/5-1006.5(a) and 55 ILCS 5/5-1006.5(b)).

Section 2: Illinois Department of Revenue to administer. The taxes hereby imposed, and all civil penalties that may be assessed as an incident thereto, shall be collected and enforced by the Illinois Department of Revenue and that the Illinois Department of Revenue shall have full power to administer and enforce the provisions of this Ordinance.

Section 3: Clerk to file Ordinance with Illinois Department of Revenue. The County Clerk of the County of Winnebago, State of Illinois ("Clerk"), previously filed with the Illinois Department of Revenue on or before May 1, 2020, a certified copy of the Special Retailers' Occupation Tax Ordinance approved and adopted by the Board on April 9, 2020, and the results of the election authorizing the imposition of this tax, as required by Chapter 55, Act 5, Section 5-1006.5 of the Illinois Compiled Statutes, which the Illinois Department of Revenue acknowledged receipt and enforcement of said Special Retailers' Occupation Tax For Mental Health beginning on July 1, 2020. The Clerk is further directed to file a copy of this Ordinance and a certification of the results of the election authorizing the imposition of the tax imposed in Section 1 of this Ordinance with the Illinois Department of Revenue.

Section 4: Effective date. This Ordinance shall take effect on the first day of July next following the adoption and filing of this Ordinance with the Illinois Department of Revenue.

Section 5: Termination of tax date: The authority to levy the tax imposed by this Ordinance shall expire at 11:59 p.m. on June 30, 2026, if not terminated earlier by a vote of the County Board of the County of Winnebago, Illinois.

Section 6. Repeal of conflicting provisions. All ordinances and resolutions, or parts thereof, in conflict with the provisions of this Ordinance are, to the extent of the conflict, expressly repealed on the effective date of this Ordinance.

BE IT FURTHER ORDAINED that the Clerk of the County Board shall deliver certified copies of this Ordinance to the Winnebago County Clerk, the interim Winnebago County Administrator and the Winnebago County Director of Finance.

The above and foregoing Ordinance was adopted by the County Board of the County of Winnebago, Illinois this _____ day of _____, 2020.

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

ATTEST:

Lori Gummow, Clerk of the
County Board of the
County of Winnebago, Illinois

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

Your Finance Committee presents the following **AN ORDINANCE
IMPOSING A SPECIAL RETAILERS' OCCUPATION TAX FOR MENTAL HEALTH
PURSUANT TO THE AUTHORITY GRANTED IN CHAPTER 55, ACT 5, SECTION
5-1006.5 OF THE ILLINOIS COMPILED STATUTES**, and recommends its adoption.

Respectfully submitted,
FINANCE COMMITTEE

TO ADOPT

NOT TO ADOPT

Jaime Salgado, Chairman

Jaime Salgado, Chairman

David Fiduccia

David Fiduccia

Burt Gerl

Burt Gerl

Joe Hoffman

Joe Hoffman

Keith McDonald

Keith McDonald

Steve Schultz

Steve Schultz

Dated this ____ day of May, 2020.

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

Submitted by: Finance Committee

2020 CR _____

RESOLUTION ADOPTING FISCAL YEAR 2021 BUDGET POLICY

WHEREAS, the County Board wishes to adopt a budgetary process for use in the 2021 fiscal year; and

WHEREAS, the County Administration has created a process based on sound financial principals for use in the 2021 fiscal year.

NOW, THEREFORE, BE IT RESOLVED, by the County Board of the County of Winnebago, Illinois that it adopts the budgetary process presented by the County Administration for the 2021 fiscal year, a copy of which policy 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 Board Chairman and all County department heads.

Respectfully submitted,
FINANCE COMMITTEE

AGREE

DISAGREE

Jaime Salgado, Chairman

Jaime Salgado, Chairman

Dave Fiduccia

Dave Fiduccia

Burt Gerl

Burt Gerl

Joe Hoffman

Joe Hoffman

Keith McDonald

Keith McDonald

Steve Schultz

Steve Schultz

The above and foregoing Resolution was adopted by the County Board of the County of Winnebago, Illinois this _____ day of _____, 2020.

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

ATTEST:

Lori Gummow, Clerk of the
County Board of the
County of Winnebago, Illinois

Winnebago County Fiscal Year 2021 Budget Policy

Winnebago County Government operates on policies designed to protect the County's assets and taxpayers' interests, provide guidance to employees, and serve the public efficiently. It is the intent that the policy statements be used to avoid conflicting goals or activities, which may have a negative impact on the overall financial position of the County. The County's system of internal accounting controls is designed to provide reasonable assurance that the financial records are reliable for preparing financial statements and maintaining accountability for assets and obligations.

The County's budget process is governed by Illinois Compiled Statutes (55 ILCS 5/6) and Winnebago County Board Policies. In addressing concerns for maintaining financial strength while protecting the interest of the taxpayer, the County Board is implementing the following directives for the development of the fiscal year 2021 budget:

Financial Strength

The County has been significantly impacted financially by the COVID-19 crisis. Revenues have been and will be reduced due to stay at home orders, business closings, unemployment and other factors. The fund balances in the General and 1% Public Safety Sales Tax Funds have been projected to fall significantly below the 90 day reserve amount in fiscal year 2020. Fund balances in other non-general funds have also seen significant reductions due to COVID crisis and will be impacted in future years as well.

Budget Submittal

Elected Officials and Department Heads shall be provided budget worksheets with existing levels of funding. Based on revenue estimates for the current and next fiscal year, funding levels may be reduced from the current years appropriations. Elected Officials and Department Heads are encouraged to analyze all services and programs for the cost of the programs, citizens demand, and mandated by Federal, State or County law.

Elected Officials and Department Heads must provide position descriptions and corresponding wages to support the salary line items included in the budget worksheet. There is no guarantee staffing will remain at current levels.

Supplemental Requests

Due to anticipated revenue shortfalls in the 2021 budget year no additional funding will be considered for departments with the exception of contractual agreements that require adjustment due to the contract terms.

Federal and State Funded Programs

In the event of loss of Federal or State funding and/or reimbursement for specific services, it is understood that Department/Elected Official will be expected to either reduce funded services or identify other reductions/revenue increases to offset the losses. Exceptions will be addressed on a case by case basis.

User Fees and Charges

All user fees and charges should be reviewed by County Administration, Elected Officials and Appointed Department Heads on an annual basis to ensure the fee collected is covering the cost of service provided (subject to State Statutes).

The County charges user fees for items and services which benefit a specific user more than the general public. State statutes or an indirect cost study determines user fees. Fee studies based on costs are conducted as needed to determine the level of fees needed to equal the total cost of providing the service.

Revenue Estimations

The County will project annual revenues on a conservative analytical basis to protect it from short-run fluctuations in any one revenue source. In instances where the County is providing non-mandated services and the revenue stream(s) is/are not covering the costs of said services, direction will be requested by County Administration from the reporting Liaison Committee (and if necessary the full County Board) on whether said service should be allowed to continue and supplemented with County funds.

Nonrecurring (one-time) revenue sources will be used for operations unless directed for a specific use by the County Board.

Consumer Price Index

Winnebago County is mandated to follow the Illinois Property Tax Extension Limitation Law (PTELL) by the State of Illinois. PTELL allows governing bodies the ability to cover the costs of inflationary increases incurred in their day to day operations by increasing their previous year's extension by the CPI or 5%, whichever is smallest. For fiscal year 2021 the CPI is 2.30%. During the budget process, County Administration will present the increases available if the County Board chose to capture new growth and/or to utilize the CPI increase authorized under PTELL in the calculation of property tax revenues when developing the fiscal year 2021 budget. The Finance Committee will inform the County Administrator of the amount of the levy to include in the budget document.

Fund Reserves

Given the impact of the COVID-19 in fiscal year 2020 fund balances have dropped below the 90 day (3 month) in the General and Public Safety Sales Tax Fund. It should be the objective of the 2021 Budget Policy to increase fund balances back to the 90 day reserve level.

Alternative Service Delivery & Outsourcing

Many forms of government are looking at new methodologies in providing needed services while controlling costs. The County Board is requesting all Department Heads and Elected Officials to review the cost of service delivery within their departments and to consider other cost saving options. Below is a brief narrative of methods being considered:

- Outsourcing – The organization utilizes an outside contractor to provide the service. Costs still exist for the organization, but if done correctly should be lower than providing the service with in-house employees.

- Privatization – The organization sells the operation’s assets and walks away from the service responsibility. Eliminates all future cost to the organization.

Wage Adjustments

The Finance Committee will provide the County Administrator the non-union employee wage increase rate to include in the budget document. The Finance Committee will make a recommendation no later than the 1st Finance Committee meeting in June, 2020.

Priorities

Direction is hereby given to the County Administrator to create the fiscal year 2021 budget with the following priorities:

1. Debt service payments required
2. Contractual payments based on lease agreements, software agreements and other contractual agreements
3. Mandated services at affordable funding levels
4. All operating necessities (Utilities, IMRF, Health Insurance, Liability Insurance)
5. General operating costs to provide services
6. Non-Union employee compensation
7. Capital needs of the organization
8. Outside agency funding/local match to Grants

The pages that follow provide further definitions and guidelines for the development of the fiscal year 2021 budget, and should be considered as directives from the County Board.

Accounting/Auditing

State statutes require an annual audit by independent certified public accountants (55 ILCS 5/6-31003). A Comprehensive Annual Financial Report (CAFR) shall be prepared according to the criteria set by the Government Finance Officers Association (GFOA). The County follows Generally Accepted Accounting Principles (GAAP) as set forth by the Governmental Accounting Standards Board (GASB).

Accounting and Financial Reporting Policies

The accounting policies of the County of Winnebago, Illinois will conform to generally accepted accounting principles as applicable to governmental units. The accepted standard-setting body for establishing governmental accounting and financial reporting principles is the Governmental Accounting Standards Board (GASB).

It shall be the intent of the County to maintain a self-balancing set of accounts on an on-going basis to be closed quarterly. The general ledger will be closed by the Finance department no later than 45 days after month end. The books shall remain open 90 days after the fiscal year end.

It shall be the intent of the County to maintain a program of internal controls to safeguard all assets and ensure effective and efficient use of all assets. It shall be the responsibility of the Finance Director to establish a formal set of “best practice” internal controls. In addition, the County Auditor shall ensure that all departments comply with those controls. It shall also be the

intent for the independent auditor to review the system of internal controls and report any weaknesses detected to the Board as part of the annual audit.

It shall be the intent of the County to utilize fund accounting principles and generally accepted accounting practices in the recording of all financial transactions. The general ledger shall be maintained on a cash basis, with the intent to move to an accrual basis on a quarterly basis. The Finance Committee will be provided with budget versus actual revenue and expenditure reports on a quarterly basis.

It shall be the intent of the County to prepare annually a Comprehensive Annual Financial Report (CAFR) to be presented to the Board no later than 180 days after year-end. The CAFR should be audited by an independent CPA firm experienced in governmental auditing. It shall be the further intent of the County to present its CAFR to the Government Finance Officers Association to receive the Certificate of Excellence award in financial reporting. If at any time the County will not receive an unqualified opinion from the CPA firm, the CPA firm and the Finance Director will notify the Board prior to the issuance of the report.

It shall be the intent of the County to maintain a capital asset ledger of all permanent assets acquired. The Finance department will maintain these asset records on an on-going basis to ensure proper controls and report annually regarding these records to the Board. No asset will be considered fixed unless its value or component value exceeds \$12,000 dollars or in the case of infrastructure assets purchased or acquired with an original cost of \$50,000 or more. Depreciation will be charged on all capital assets. This policy is consistent with the requirements of GASB Statement No. 34. Depreciation will be recorded on a straight-line basis over the normal useful life of the asset.

It shall be the intent of the County to manage all accounts receivable. Accounts receivable are created by operations in certain departments and offices. In general, they arise at the renewal of a permit or license from departments such as Health, River Bluff Nursing Home or Transportation. The department or office that is responsible for the billing is responsible for collections and managing receivables. Consistent with good financial management, each department and office will age their receivables. Departments and Offices shall continue collection efforts.

It is the intent of the County to comply with the modified accrual basis of accounting, in which revenues are recorded when they are both measurable and available. The County considers revenue to be available if they are collected within 60 days of the end of the current fiscal period for property taxes, 180 days of the end of the current fiscal period for certain health department and County reimbursable grants, and 90 days of the end of the current fiscal period for all other amounts.

Appropriation

All operating funds are appropriated in the "Official Budget". Appropriations will be considered the maximum authorization to incur obligations and not a mandate to spend.

Balanced Budget by Fund

The intent of the Finance Committee is the budget must balance expenditures against available revenues by fund.

Budget Presentation

When an Elected Official/Department Head has completed the required budget forms, a meeting will be scheduled with the County Administrator to review and ensure budget policy compliance. Concerns and or issues should be addressed by the Department Head/Elected Official at this time. Upon review by County Administrator, the budget will be scheduled for presentation to the Finance Committee. Meetings will be scheduled with the Finance Committee for individual departments/Elected Official to address the Finance Committee regarding their individual budget requests.

Once the Finance Committee has reviewed departmental budgets, and the recommended supplemental requests have been approved, the budget is moved to the whole board to be placed on public display for a minimum of fifteen (15) days prior to final approval.

Capital Budget – Long Term

Each Department Head/Elected Official will submit a list of capital needs for the next five years categorized by the following: immediate purchase/replacement (including details indicating urgency), 2 – 3 year purchase/replacement; and 4 – 5 year purchase/replacement. Funding for a capital plan will be reviewed in conjunction with the annual budget. Submittal of capital needs does not guarantee funding.

Elected Officials and Appointed Boards

If an elected official or appointed board decides not to follow the policies as set forth by the County Board, it is their responsibility to notify the County Administrator immediately of their intent.

Fiscal Year

The County's fiscal year is October 1st through September 30th. (Set by County Board per 55 ILCS 5/6-1-001).

Grants

The importance of preparing and implementing a proper grant budget cannot be overstated. To inform the County Board of the value of a new grant program, the Board must have full knowledge of the total cost of the program and its funding sources. Too often, grant programs contain hidden costs.

- The County Board's definition of a new grant is:
 1. A grant that has not been awarded in the previous year
 2. A current grant (or renewal grant) whose financial terms have changed (grant award has increased, decreased, or added a local match, etc.)
 3. A grant whose local match financial requirements have changed
- Departments who apply for grants that require a local match must find the local match within their budgets.
- Upon notification of a grant award, departments will submit a budget amendment to the County Administrator to amend the respective budget.

- A 2/3rd vote of all members constituting the County Board is required to amend department budgets to reflect grant revenues and expenses (55 ILCS 5/6-1003).
- The term “grant” includes any form of funding or reimbursement for County Services from the State, Federal or third party agencies.
- Grants will be controlled at the operating budget level based on the County’s fiscal year.
- The grant “operating-budget” will be periodically reviewed by the County Administrator and Finance Director to assure that the revenues and expenditures are consistent with the grant award.
- Revenue grants will be reviewed during the budget process.
- Grants will be reviewed semi-annually by the County Administrator or Finance of Director with the Department Head/Elected Official.

Investment

The County Treasurer is responsible for the investing of all Winnebago County funds (55 ILCS 5/3-11006).

Risk Management

The County has an established program for unemployment, liability and workers compensation. To forecast expenditures, the County considers claims, retention levels, fixed costs, and fund reserves.

BUDGET DEVELOPMENT PROCESS

The specific steps taken to prepare the Fiscal Year 2021 Budget are as follows:

County Board approves 2021 Budget Policy	May 14
Budget preparation materials are distributed to departments	June 1
Initial Forecast of Fiscal Years 2020 and 2021 and Tax Levy Options Presented to the Finance Committee	June 18
Departments submit all required budget documents to County Administrator	June 15
County Administrator reviews all preliminary budgets with Departments	June 15 July 3

Recommended budgets are provided to department head/Elected Official	July 10
Finance Committees conduct public hearings on department budgets	July 13 July 27
Preliminary Budget presented to Finance Committee	July 30
Finance Committee makes recommended budget changes (if necessary)	August 21, 2020
Truth-in-Taxation Hearing (if needed)	September TBD
County Board places balanced draft budget on public display	September 3, 2020
County Board adopts the appropriation and tax levy ordinance/budget	September 24, 2020

Prior to adoption but after the County Board places the budget draft on public display, the draft budget may be amended in the following way:

It is recommended that all requests for amendment to the draft budget be submitted to the County Administrator, in writing, no less than ten (10) days prior to the County Board meeting scheduled to adopt the budget. The County Administrator will review the amendment to the draft budget to ensure it is presented in a clear and appropriate manner. The amendment to the draft budget will be provided to the Finance Committee for their recommendation. The Finance Committee recommendations will be presented to the County Board prior to the adoption of the budget.

Budget Amendment process (after adoption by the Board):

All requests for budget amendments must start with a completed Budget Amendment Form (accessed on the Finance Department page of the County website) submitted to the County Administrator, who upon review will work with the requesting department head in preparing an ordinance (if required) in the County Board approved format for committee and board presentation.

- All departments must submit a required adjustment form (can be accessed on the County website – Finance Department page) to the County Administrator to provide an accounting record of the requested budget change prior to an ordinance being presented to the committees and the full County Board for approval.
- The County Board must approve all transfers of budgets between departments or funds by a 2/3rd majority vote (14) of the County Board. (Transfers may not be made from certain special purpose funds to other funds).

- Additional (emergency) appropriations must also be approved by a 2/3rd majority vote (14) of the County Board.
- Line item transfers between object class level, which is the budgetary level of control over expenditures, may be approached by the county administrator, provided the total amount appropriated by the County Board for the respective department (org code).

ZONING COMMITTEE

Attachment
ZONING COMMITTEE
OF THE COUNTY BOARD AGENDA
May 14, 2020

Zoning Committee.....Jim Webster, Committee Chairman

PLANNING AND/OR ZONING REQUESTS:

TO BE VOTED ON:

1. Z-02-20 A MAP AMENDMENT TO REZONE +/- 1.31 ACRES FROM THE AG, AGRICULTURAL PRIORITY DISTRICT TO THE CC, COMMUNITY COMMERCIAL DISTRICT, requested by Winnebago Animal Clinic, Inc., property owner, represented by Dr. Jared Williams, Veterinarian, for the property that is commonly known as 2053 N. Winnebago Road, Winnebago, IL 61088 in Winnebago Township.
PIN: 14-04-100-003 C.B. District: 1
Lesa Rating: Moderate Consistent W/2030 LRMP – Future Map: YES
ZBA Recommends: APPROVAL (6-0)
ZC Recommends: APPROVAL (5-0)

2. Z-03-20 A MAP AMENDMENT TO REZONE +/- 1.12 ACRES FROM THE RR, RURAL RESIDENTIAL DISTRICT (A SUB-DISTRICT OF THE RA DISTRICT) TO THE CN, NEIGHBORHOOD COMMERCIAL DISTRICT, requested by Michael T. Castronovo, property owner, for the property that is commonly known as 6812 Harrison Avenue, Rockford, IL 61108 in Rockford Township.
PIN: 12-34-453-021 C.B. District: 8
Lesa Rating: N/A Consistent W/2030 LRMP – Future Map: NO
ZBA Recommends: APPROVAL (6-0)
ZC Recommends: APPROVAL (6-0)

TO BE REFERRED TO ZONING COMMITTEE:

3. Resolution Directing the Zoning Board of Appeals to Conduct a Public Hearing on Certain Unified Development Ordinance Amendments Regarding Permissible Uses in Select Residential Districts
ZC Recommends: TBD

-
4. **COMMITTEE REPORT (ANNOUNCEMENTS)** - NONE

OPERATIONS & ADMINISTRATIVE COMMITTEE

PUBLIC WORKS COMMITTEE

PUBLIC SAFETY COMMITTEE

**Winnebago County Board
Public Safety Committee Meeting**
County Administration Building
404 Elm Street, Room 303
Rockford, IL 61101

Thursday, February 6, 2020
5:00 PM

Present:

Aaron Booker, **Chairman**
Fred Wescott
Dorothy Redd
John Butitta

Others Present:

Steve Chapman, Interim County Administrator
Jim Noe, Rosecrance

Absent:

Angie Goral
Dan Fellars
Paul Arena

AGENDA:

- A. Call to Order
- B. Roll Call
- C. Approval of November 20, 2019 Minutes
- D. Public Comment
- E. Resolution Authorizing the Chairman of the County Board to Execute an Agreement with Rosecrance for the Jail Alternate Treatment Program
- F. Other Matters
- G. Adjournment

Chairman Booker called the meeting to order at 5:00 PM.

Motion to approve the Minutes of November 20, 2019

Moved: Mr. Butitta, Seconded: Mr. Wescott.

Motion passed by unanimous voice vote.

Public Comment

Chairman Booker omitted reading the Public Comment section of the Agenda due to no one present to speak.

Resolution Authorizing the Chairman of the County Board to Execute an Agreement with Rosecrance for the Jail Alternate Treatment Program

Motion by Mr. Butitta and Seconded by Mr. Wescott.

- A discussion followed.

Motion passed by unanimous voice vote.

Other Matters

None

Motion to Adjourn. Moved: Mr. Wescott, Seconded: Ms. Redd.
Motion passed by unanimous voice vote.

Respectfully submitted,

Amy Ferling
Administrative Assistant

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

2020 CR _____

SUBMITTED BY: PUBLIC SAFETY COMMITTEE

SPONSORED BY: AARON BOOKER

**RESOLUTION APPROVING SUBCONTRACTOR AGREEMENT FOR THE
DEPARTMENT OF JUSTICE VIOLENCE AGAINST WOMEN FY15 JUSTICE FOR
FAMILIES GRANT**

WHEREAS, the County has been awarded continuation funding for the Department of Justice's Office on Violence Against Women (OVW) FY15 Justice for Families Grant (hereinafter the "Grant"); and

WHEREAS, in order to provide the Grant deliverables, the County desires to contract with Prairie State Legal Services as a subcontractor (hereinafter the "Subcontractor"); and

WHEREAS, the understanding between the County and the Subcontractor related to the terms under which the Subcontractor will provide the necessary Grant services is set forth in the agreement attached hereto as Exhibit A.

NOW, THEREFORE, BE IT RESOLVED, by the County Board of the County of Winnebago, Illinois, that the agreement between the County of Winnebago and Prairie State Legal Services is approved in substantially the same form as the agreement attached hereto as Exhibit A.

BE IT FURTHER RESOLVED, that Frank Haney, the Winnebago County Board Chairman, is authorized and directed to, on behalf of the County of Winnebago, to execute the agreement attached hereto 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 and directed to prepare and deliver certified copies of this Resolution to Nicole Ticknor, Winnebago County Court Services, the Winnebago County Administrator, and the Winnebago County Auditor.

**Respectfully submitted,
PUBLIC SAFETY COMMITTEE**

AGREE

Aaron Booker, Chairman

Fred Wescott

John Butitta

Paul Arena

Angie Goral

Dan Fellars

Dorothy Redd

DISAGREE

Aaron Booker, Chairman

Fred Wescott

John Butitta

Paul Arena

Angie Goral

Dan Fellars

Dorothy Redd

The above and foregoing Resolution was adopted by the County Board of the County of Winnebago, Illinois this ____ day of _____, 2020.

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

ATTEST:

Lori Gummow, Clerk of the
County Board of the
County of Winnebago, Illinois

**AGREEMENT BETWEEN WINNEBAGO COUNTY,
ILLINOIS AND PRAIRIE STATE LEGAL SERVICES**

This Agreement is made and entered into this ____ day of ____, 2020, by and between Winnebago County, Illinois with an address at 404 Elm Street, Rockford, Illinois 61101 (hereinafter the "County") and Prairie State Legal Services with an address at 303 N. Main Street #600, Rockford, Illinois 61101 (hereinafter the "Subcontractor").

WHEREAS, the County has been awarded continuation funding for the Department of Justice's Office on Violence Against Women (OVW) FY15 Justice for Families grant (hereinafter the "Grant"); and

WHEREAS, the County wishes to utilize the services of Subcontractor in the performance of the grant; and

WHEREAS, the Subcontractor is willing to provide the desired services for the compensation and upon the terms and conditions herein contained.

NOW, THEREFORE, in consideration of the foregoing premises, and other good and valuable consideration, the exchange, receipt, and adequacy of which the parties hereby acknowledge, the parties agree as follows:

1. **Term**: The term of this Agreement shall begin on October 1, 2019 and terminate on September 30, 2021 unless extended by written agreement of the parties. This Agreement will not be automatically renewed.

2. **Scope of Services**: The services provided by Subcontractor shall include, but not be limited to, the following:

a) The Pro Bono Attorney Coordinator will assist the Domestic Violence Coordinated Courts (DVCC) Project Manager with coordination of the Pro Bono Attorney Project. The Pro Bono Attorney Coordinator will receive referrals from DVCC Legal Advocates, recruit Pro Bono attorney volunteers, and host trainings for pro bono attorneys to ensure attorneys understand the dynamics of domestic violence, sexual assault, stalking, and human trafficking. Prairie State Legal Services will participate in DVCC meetings related to the pro bono attorney project, collaborate with Remedies and Rockford Sexual Assault Counseling on victim safety training and resources for pro bono attorneys, and partner with Northern Illinois University College of Law on the development of trainings related to legal issues.

Subcontractor shall provide all necessary supplies for its designated staff under this Agreement.

3. **Payment:**

(a) The County agrees to pay Subcontractor for the services of the Pro Bono Coordinator for administrative oversight of the Pro Bono Attorney Project at a rate of 3% of the Coordinator's annual salary and benefits for a total amount not to exceed \$1,531.23 for the term of this Agreement.

(b) Subcontractor shall submit invoices via email to: Nicole Ticknor at nticknor@17thcircuit.illinoiscourts.gov or to such other address as County may designate in writing. When submitted such invoices must describe in detail all work performed during the invoice period and itemize and explain all expenses for which reimbursement is claimed. Subcontractor shall submit to the County a final invoice, clearly marked FINAL, not later than thirty (30) days after expiration or termination of this Agreement.

(c) Subject to the receipt by the County of the funds from the Grant for the purposes of performing this Agreement, the County will make payment to Subcontractor upon the submission of monthly invoices to the County. Within thirty (30) days the County shall approve or disapprove payment of the invoices, and if approved, shall make payments to Subcontractor equal to the amount of such approved expenditures.

(d) Notwithstanding the foregoing, or anything contained in this Agreement to the contrary, Subcontractor acknowledges and agrees that, as Subcontractor's work under this Agreement is being funded by a government grant, the County's obligation to make payments to Subcontractor hereunder is expressly contingent upon the County's actual receipt of monies under such grant.

(e) No amounts, other than those set forth in this Paragraph 3, shall be payable to Subcontractor under this Agreement, unless agreed upon in writing by both parties.

4. **Records:**

(a) Subcontractor shall ensure that records of the funds paid by the County to Subcontractor are separately maintained and that any information required to be accessed pursuant to this Agreement can be readily located. Subcontractor shall protect the records adequately against fire or other damage.

(b) Subcontractor shall maintain, for a minimum of three (3) years after the date of final payment under this Agreement, such books and records relating to performance of this Agreement which are necessary to support the amounts charged to the County by Subcontractor under this Agreement.

(c) During the term of this Agreement and the required retention period, the County shall have the right of access to any books, documents, papers, or other records of Subcontractor

which are pertinent to this Agreement in order to make audits or fiscal reviews, examinations, excerpts, and transcripts.

(d) For employees that are funded from multiple funding sources, including this grant program, documentation of work performed must be kept in accordance with Subcontractor's internal policies and procedures. These records must be retained for a minimum of three (3) years after the date of final payment under this Agreement and must be made available for auditing purposes.

5. Assurances: This Agreement governs work to be done under a federal award. Such federal award imposes upon the County specific responsibility for ensuring that all required assurances are obtained. Accordingly, Subcontractor agrees to comply with all applicable federal and state laws, including, but not limited to, the following:

(a) Lobbying: Subcontractor hereby certifies the following:

(1) No federally-appropriated funds have been paid or will be paid, whether by or on behalf of Subcontractor, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

(2) If any funds, other than federally-appropriated funds, have been paid or will be paid to any person for influencing or attempting to influence any of the above persons in connection with this federal contract, grant, loan, or cooperative agreement, Subcontractor shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.

(3) This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

(b) Subcontractor shall require that any person assigned to perform services hereunder comply with all provisions of the Illinois Motor Vehicle Code, including: (1) the requirement contained in Section 12-603.1 of the Code, 625 ILCS 5/12-603.1, that drivers and passengers of motor vehicles operated on a street or highway wear a seat safety belt; and, (2) the prohibition contained in Section 12-610.2 of the Code, 625 ILCS 5/12-610.2, that a person not use an electronic communication device to compose, send or read an electronic message when operating a motor vehicle on a roadway.

6. Termination:

(a) Right to terminate for convenience: Either party may terminate this Agreement for convenience upon thirty (30) days written notice.

(b) County's right to terminate for cause: County may terminate this Agreement, in whole or in part, immediately upon written notice to Subcontractor or at such later date as the County may establish in such notice, upon the occurrence of any of the following events:

(1) The County fails to receive funding at levels sufficient to pay for Subcontractor's work;

(2) Federal or state laws, regulations or guidelines are modified or interpreted in such a way that either the work under this Agreement is prohibited or the County is prohibited from paying for such work from the planned funding source;

(3) Subcontractor no longer holds any license or certificate that is required to perform the work; or

(4) Subcontractor commits any material breach or default of any covenant, obligation or agreement under this Agreement, fails to perform the work under this Agreement within the time specified herein or any extension thereof, or so fails to pursue the work as to endanger Subcontractor's performance under this Agreement in accordance with its terms, and such breach, default or failure is not cured within five (5) business days after receipt by Subcontractor of the County's notice, or such longer period as the County may specify in such notice.

(c) Subcontractor's right to terminate for cause: Subcontractor may terminate this Agreement upon thirty (30) days' written notice to the County if the County fails to pay Subcontractor pursuant to the terms of this Agreement and the County fails to cure within thirty (30) days after receipt of Subcontractor's notice, or such longer period of cure as Subcontractor may specify in such notice.

(d) Remedies upon termination:

(1) In the event of termination pursuant to subsection (b)(1), (b)(2) or (c), Subcontractor's sole remedy shall be a claim for the amount due for any work completed under this Agreement until the date of receipt of the notice of termination.

(2) In the event of termination pursuant to subsection (b)(3) or (b)(4), the County shall have any remedy available to it in law or equity. If it is determined for any reason that Subcontractor was not in default under subsection (b)(3) or (b)(4), then the rights and obligations of the parties shall be the same as if the Agreement was terminated pursuant to subsection (b)(1), (b)(2) or (c).

(c) Subcontractor's tender upon termination: Upon receiving a notice of termination of this Agreement, Subcontractor shall immediately cease all activities under this Agreement, unless the County expressly directs otherwise in such notice of termination. Upon termination of this Agreement, Subcontractor shall deliver to the County all documents, information, works-in-progress and other property that are or would be deliverables had the Agreement been completed. Upon the County's request, Subcontractor shall surrender to anyone the County designates, all documents, research or objects or other tangible things needed to complete the work.

7. **Relationship of Parties:** It is understood and agreed between the parties that this Agreement is not intended to nor does it create an employment contract between the County, on the one hand, and the Subcontractor and any of its employees, on the other hand, nor does it create a joint relationship or partnership between the parties hereto. Neither Subcontractor nor its employees are entitled to benefits that the County provides for County employees. Subcontractor's relationship to the County is solely and exclusively that of an independent contractor. Except as specifically permitted in this Agreement, neither party shall incur any obligation or expense for or on behalf of the other party without the other party's prior written consent in each instance.

8. **Assignment:** Subcontractor shall not assign this Agreement or enter into subcontracts for any of the work described herein without the prior written consent of the County.

9. **Indemnification:** Subcontractor agrees to indemnify and hold harmless the County, its officers, agents and employees from and against any and all claims or demands whatsoever, including associated costs, expenses, and reasonable attorney's fees incurred on account thereof, that may be asserted for loss, damage, death, or injury to persons or property arising in any manner out of or incident to Subcontractor's performance or nonperformance of this Agreement.

10. **Warrant of Authority:** Each party to this Agreement warrants to the other that each has full authority to enter into this Agreement and to perform under its terms.

11. **Disputes:** Except as may be preempted by federal law, this Agreement is governed by the laws of the State of Illinois, without regard to its choice of law principles. Litigation of all disputes between the parties arising from or in connection with this Agreement shall be conducted in a court of competent jurisdiction in the County of Winnebago, State of Illinois.

12. **Compliance with laws:** Both parties hereto agree to comply with all applicable laws, statutes, regulations, rulings, or enactments of any governmental authority.

13. **Insurance:** Where Subcontractor requires the use of a vehicle in the performance of work under this Agreement, Subcontractor shall, at all time during the term hereof and at its own expense, keep in full force and effect automobile insurance, in amounts acceptable to the County, for property damage, bodily injury or death. Subcontractor shall provide the County with evidence of such insurance upon request.

Subcontractor agrees to maintain general liability insurance, or self-insurance, in the minimum amount of \$1,000,000 per claim or occurrence, \$3,000,000 aggregate, for its employees, agents, and servants with an insurance carrier acceptable to the County. Client shall furnish the County, upon request, with a certificate of insurance or other written document reasonably satisfactory to the County as evidence of its insurance coverage in full force and effect.

14. **Notices:** All notices to the County in connection with this Agreement shall be sent to:

Domestic Violence Coordinated Courts
Attn: Nicole Ticknor
400 W. State Street, Suite 215
Rockford, IL 61101

All notices to Subcontractor in connection with this Agreement shall be sent to:

Prairie State Legal Services
Attn: Managing Attorney
303 N. Main St.
Suite 600
Rockford, IL 61101

15. **Force Majeure:** Anything to the contrary notwithstanding, the parties to this Agreement shall not be liable, nor shall any credit or other remedy be extended, for the parties' failure, in whole or in part, to fulfill their obligations under this Agreement where such failure arises from or in connection with causes beyond the parties' control, including, but not limited to, acts of God, flood, extreme weather, fire or other natural calamity, terrorist attacks, any law, order, or regulation or action of any governmental entity or civil or military authority, power or utility failure, national emergencies, riots, wars, strikes, lock-outs, work stoppages, or other labor difficulties (each a "Force Majeure Event"). If a Force Majeure Event occurs during the term hereof, the parties shall be excused from performance hereunder.

16. **Entire Agreement:** This Agreement constitutes the sole, full and complete Agreement by and between the parties with regard to the subject matter of this Agreement. No amendments, changes, additions, deletions, or modifications to or of this Agreement shall be valid unless reduced to writing and countersigned by the parties. This Agreement supersedes and cancels any previous agreement, whether written or oral, entered into between the parties

related to the subject matter hereof. All terms of this Agreement which by their nature have continuing effects shall survive the termination or expiration of this Agreement.

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

18. **Invalidity.** If any term, provision or condition contained in this Agreement is held to be invalid or unenforceable, to any extent, the remainder of this Agreement (or the application of the term, provision or condition to persons or circumstances other than those in respect of which it is invalid or unenforceable) shall not be affected thereby, and each and every other term, provision and condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

19. **Headings:** The headings contained in this Agreement are inserted solely for convenience of reference and do not constitute a part of this Agreement, nor do they affect its meaning, construction or effect.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the date indicated above.

THE COUNTY OF WINNEBAGO

By: _____

PRAIRIE STATE LEGAL SERVICES

By: _____

Michael O'Connor, Executive Director

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

2020 CR _____

SUBMITTED BY: PUBLIC SAFETY COMMITTEE

SPONSORED BY: AARON BOOKER

RESOLUTION AUTHORIZING THE EXECUTION OF A FIRST EXTENSION OF
AGREEMENT BETWEEN WINNEBAGO COUNTY, ILLINOIS AND
REMEDIES RENEWING LIVES FOR THE DOMESTIC VIOLENCE MENTAL
COURT TECHNICAL ASSISTANCE GRANT

WHEREAS, Winnebago County currently has an Agreement ("Agreement") in place with Remedies Renewing Lives ("Remedies") to provide services as a subcontractor under the Domestic Violence Mentor Court Technical Assistance grant from the Department of Justice/Office on Violence Against Women; and

WHEREAS, the Agreement was set to terminate on September 30, 2019, but the County was granted an administrative no-cost extension of the grant until September 30, 2020; and

WHEREAS, the parties desire to extend the Agreement until September 30, 2020, and to make some other minor modifications to the Agreement.

NOW, THEREFORE, BE IT AND IT IS HEREBY RESOLVED, by the County Board of the County of Winnebago, Illinois, that the Winnebago County Board Chairman is authorized to execute the First Amendment to the Agreement between the County of Winnebago and Remedies Renewing Lives, in substantially the same form as the First Amendment attached hereto as Exhibit A.

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

**Respectfully submitted,
PUBLIC SAFETY COMMITTEE**

AGREE

Aaron Booker, Chairman

Fred Wescott

John Butitta

Paul Arena

Angie Goral

Dan Fellars

Dorothy Redd

DISAGREE

Aaron Booker, Chairman

Fred Wescott

John Butitta

Paul Arena

Angie Goral

Dan Fellars

Dorothy Redd

The above and foregoing Resolution was adopted by the County Board of the County of Winnebago, Illinois this _____ day of _____, 2020.

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

ATTEST:

Lori Gummow, Clerk of the
County Board of the
County of Winnebago, Illinois

**FIRST EXTENSION OF AGREEMENT BETWEEN WINNEBAGO COUNTY,
ILLINOIS AND REMEDIES RENEWING LIVES**

This Agreement Extension is made and entered into this ____ day of _____, 2020 by and between Winnebago County, Illinois with an address at 404 Elm Street, Rockford, Illinois 61101 (hereinafter the "County") and Remedies Renewing Lives with an address at 220 Easton Parkway, Rockford, Illinois 61108 (hereinafter the "Subcontractor").

WHEREAS, the County has been awarded the Department of Justice's Office on Violence Against Women (OVW) Domestic Violence Mentor Court Technical Assistance grant (hereinafter the "Grant"); and

WHEREAS, the County was granted an administrative no-cost extension of the Grant until September 30, 2020; and

WHEREAS, the Parties desire to extend the Agreement attached hereto as Exhibit A until September 30, 2020 (hereinafter "First Extension") and to update contact information contained in the Agreement for Winnebago County grant staff.

NOW, THEREFORE, in consideration of the foregoing premises, and other good and valuable consideration, the exchange, receipt, and adequacy of which the parties hereby acknowledge, the parties agree as follows:

1. The term of the original Agreement, attached hereto as Exhibit 1, shall be extended until September 30, 2020.
2. Section 2 of the Agreement shall be deleted in its entirety and replaced with the following:

Scope of Services: Subcontractor shall provide the services of its Vice President (VP) of Domestic Violence Services, who will participate in site visits and open houses under the Domestic Violence Mental Court Technical Assistance Initiative and will share policies and procedures with jurisdictions interested in developing and implementing a dedicated domestic violence court model. The VP and/or their designee shall also travel to and attend all training and site meetings with OVW and the Technical Assistance Providers, as recommended by the Project Manager.

3. Section 3(a) of the Agreement shall be deleted in its entirety and replaced with the following:

Payment:

(a) The County agrees to pay Subcontractor for the services of the Vice President of Domestic Violence Services, but not their designee, at an hourly rate of \$38.45 an hour for a total amount not to exceed \$1,978.53 over the term of this Agreement. The County is not responsible for compensation related to any activities for which the VP may choose to have an agency designee participate.

4. Section 3(b) of the Agreement shall be modified to provide that monthly invoices shall be sent via email to: Nicole Ticknor at nticknor@17thcircuit.illinoiscourts.gov (and not Sierra Kellen).
5. Section 14 of the Agreement shall be deleted in its entirety and replaced with the following:

Notices: All notices to the County in connection with this Agreement shall be sent to:

Trial Court Administration
Domestic Violence Coordinated Courts
Attn: Nicole Ticknor
400 W. State Street, Suite 215
Rockford, IL 61101

All notices to Subcontractor in connection with this Agreement shall be sent to:

Remedies Renewing Lives
Attn: Heather Beaufils
220 Easton Parkway
Rockford, IL 61108

5. All other terms and conditions contained in the Agreement, other than those specifically mentioned above, shall remain the same.
6. This First Extension should bind and benefit both Parties and any other successors or assigns.
7. This Amendment and the Agreement, attached hereto as Exhibit 1, constitute the entire Agreement between the parties as to the subject matter contained therein.

IN WITNESS WHEREOF, the parties have caused this First Extension to be executed by their duly authorized representatives as of the date indicated above.

THE COUNTY OF WINNEBAGO

By: _____

REMEDIES RENEWING LIVES

By: _____

AGREEMENT BETWEEN WINNEBAGO COUNTY, ILLINOIS
AND REMEDIES RENEWING LIVES

This Agreement is made and entered into this 16th day of May, 2018, by and between Winnebago County, Illinois with an address at 404 Elm Street, Rockford, Illinois 61101 (hereinafter the "County") and Remedies Renewing Lives with an address at 220 Easton Parkway, Rockford, Illinois 61108 (hereinafter the "Subcontractor").

WHEREAS, the County has been awarded the Department of Justice's Office on Violence Against Women (OVW) Domestic Violence Mentor Court Technical Assistance grant (hereinafter the "Grant"); and

WHEREAS, the County wishes to utilize the services of Subcontractor in the performance of the grant; and

WHEREAS, the Subcontractor is willing to provide the desired services for the compensation and upon the terms and conditions herein contained.

NOW, THEREFORE, in consideration of the foregoing premises, and other good and valuable consideration, the exchange, receipt, and adequacy of which the parties hereby acknowledge, the parties agree as follows:

1. **Term:** The term of this Agreement shall begin on October 1, 2017 and terminate on September 30, 2019, unless extended by written agreement of the parties. This Agreement will not be automatically renewed.

2. **Scope of Services:** Subcontractor shall provide the services of its Vice President (VP) of Operations, Karen Gill, who will participate in site visits and open houses under the Domestic Violence Mental Court Technical Assistance Initiative and will share policies and procedures with jurisdictions interested in developing and implementing a dedicated domestic violence court model. The VP shall also travel to and attend all training and site meetings with OVW and the Technical Assistance Providers, as recommended by the Project Manager.

3. **Payment:**

(a) The County agrees to pay Subcontractor for the services of Karen Gill for a total amount not to exceed \$6,300.00 over the term of this Agreement.

(b) Subcontractor shall submit invoices monthly, describing in detail all work performed during the invoice period and itemizing and explaining all expenses for which reimbursement is claimed. Said invoices shall be sent via email to: Sierra Kellen at skellen@17thcircuit.illinoiscourts.gov. Subcontractor shall submit to the County a final invoice,

clearly marked FINAL, not later than thirty (30) days after expiration or termination of this Agreement.

(c) Subject to the receipt by the County of the funds from the Grant for the purposes of performing this Agreement, the County will make payment to Subcontractor upon the submission of monthly invoices to the County. Within thirty (30) days the County shall approve or disapprove payment of the invoices, and if approved, shall make payments to Subcontractor equal to the amount of such approved expenditures.

(c) Notwithstanding the foregoing, or anything contained in this Agreement to the contrary, Subcontractor acknowledges and agrees that, as Subcontractor's work under this Agreement is being funded by a government grant, the County's obligation to make payments to Subcontractor hereunder is expressly contingent upon the County's actual receipt of monies under such grant.

(d) No amounts, other than those set forth in this Paragraph 3, shall be payable to Subcontractor under this Agreement, unless agreed upon in writing by both parties.

4. **Records:**

(a) Subcontractor shall ensure that records of the funds paid by the County to Subcontractor are separately maintained and that any information required to be accessed pursuant to this Agreement can be readily located. Subcontractor shall protect the records adequately against fire or other damage.

(b) Subcontractor shall maintain, for a minimum of three (3) years after the date of final payment under this Agreement, such books and records relating to performance of this Agreement which are necessary to support the amounts charged to the County by Subcontractor under this Agreement.

(c) The County shall have the right of access to any books, documents, papers, or other records of Subcontractor which are pertinent to this Agreement in order to make audits or fiscal reviews, examinations, excerpts, and transcripts. This right of access shall not be limited to the required retention period, but shall last as long as the records are retained by Subcontractor.

5. **Assurances:** This Agreement governs work to be done under a federal award. Such federal award imposes upon the County specific responsibility for ensuring that all required assurances are obtained. Accordingly, Subcontractor agrees to comply with all applicable federal and state laws, including, but not limited to, the following:

(a) **Lobbying:** Subcontractor hereby certifies the following:

(1) No federally-appropriated funds have been paid or will be paid, whether by or on behalf of Subcontractor, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

(2) If any funds, other than federally-appropriated funds, have been paid or will be paid to any person for influencing or attempting to influence any of the above persons in connection with this federal contract, grant, loan, or cooperative agreement, Subcontractor shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.

(3) This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

(b) Subcontractor shall require that any person assigned to perform services hereunder comply with all provisions of the Illinois Motor Vehicle Code, including: (1) the requirement contained in Section 12-603.1 of the Code, 625 ILCS 5/12-603.1, that drivers and passengers of motor vehicles operated on a street or highway wear a seat safety belt; and, (2) the prohibition contained in Section 12-610.2 of the Code, 625 ILCS 5/12-610.2, that a person not use an electronic communication device to compose, send or read an electronic message when operating a motor vehicle on a roadway.

6. **Termination:**

(a) Right to terminate for convenience: Either party may terminate this Agreement for convenience upon thirty (30) days written notice.

(b) County's right to terminate for cause: County may terminate this Agreement, in whole or in part, immediately upon written notice to Subcontractor or at such later date as the County may establish in such notice, upon the occurrence of any of the following events:

(1) The County fails to receive funding at levels sufficient to pay for Subcontractor's work;

(2) Federal or state laws, regulations or guidelines are modified or interpreted in such a way that either the work under this Agreement is prohibited or the County is prohibited from paying for such work from the planned funding source;

(3) Subcontractor no longer holds any license or certificate that is required to perform the work; or

(4) Subcontractor commits any material breach or default of any covenant, obligation or agreement under this Agreement, fails to perform the work under this Agreement within the time specified herein or any extension thereof, or so fails to pursue the work as to endanger Subcontractor's performance under this Agreement in accordance with its terms, and such breach, default or failure is not cured within five (5) business days after receipt by Subcontractor of the County's notice, or such longer period as the County may specify in such notice.

(c) Subcontractor's right to terminate for cause: Subcontractor may terminate this Agreement upon thirty (30) days' written notice to the County if the County fails to pay Subcontractor pursuant to the terms of this Agreement and the County fails to cure within thirty (30) days after receipt of Subcontractor's notice, or such longer period of cure as Subcontractor may specify in such notice.

(d) Remedies upon termination:

(1) In the event of termination pursuant to subsection (b)(1), (b)(2) or (c), Subcontractor's sole remedy shall be a claim for the amount due for any work completed under this Agreement until the date of receipt of the notice of termination.

(2) In the event of termination pursuant to subsection (b)(3) or (b)(4), the County shall have any remedy available to it in law or equity. If it is determined for any reason that Subcontractor was not in default under subsection (b)(3) or (b)(4), then the rights and obligations of the parties shall be the same as if the Agreement was terminated pursuant to subsection (b)(1), (b)(2) or (c).

(e) Subcontractor's tender upon termination: Upon receiving a notice of termination of this Agreement, Subcontractor shall immediately cease all activities under this Agreement, unless the County expressly directs otherwise in such notice of termination. Upon termination of this Agreement, Subcontractor shall deliver to the County all documents, information, works-in-progress and other property that are or would be deliverables had the Agreement been completed. Upon the County's request, Subcontractor shall surrender to anyone the County designates, all documents, research or objects or other tangible things needed to complete the work.

7. **Relationship of Parties:** It is understood and agreed between the parties that this Agreement is not intended to nor does it create an employment contract between the County, on the one hand, and the Subcontractor and any of its employees, on the other hand, nor does it create a joint relationship or partnership between the parties hereto. Neither Subcontractor nor its employees are entitled to benefits that the County provides for County employees. Subcontractor's relationship to the County is solely and exclusively that of an independent

contractor. Except as specifically permitted in this Agreement, neither party shall incur any obligation or expense for or on behalf of the other party without the other party's prior written consent in each instance.

8. **Assignment:** Subcontractor shall not assign this Agreement or enter into subcontracts for any of the work described herein without the prior written consent of the County.

9. **Indemnification:** Subcontractor agrees to indemnify and hold harmless the County, its officers, agents and employees from and against any and all claims or demands whatsoever, including associated costs, expenses, and reasonable attorney's fees incurred on account thereof, that may be asserted for loss, damage, death, or injury to persons or property arising in any manner out of or incident to Subcontractor's performance or nonperformance of this Agreement.

10. **Warrant of Authority:** Each party to this Agreement warrants to the other that each has full authority to enter into this Agreement and to perform under its terms.

11. **Disputes:** Except as may be preempted by federal law, this Agreement is governed by the laws of the State of Illinois, without regard to its choice of law principles. Litigation of all disputes between the parties arising from or in connection with this Agreement shall be conducted in a court of competent jurisdiction in the County of Winnebago, State of Illinois.

12. **Compliance with laws:** Both parties hereto agree to comply with all applicable laws, statutes, regulations, rulings, or enactments of any governmental authority.

13. **Insurance:** Where Subcontractor requires the use of a vehicle in the performance of work under this Agreement, Subcontractor shall, at all time during the term hereof and at its own expense, keep in full force and effect automobile insurance, in amounts acceptable to the County, for property damage, bodily injury or death. Subcontractor shall provide the County with evidence of such insurance upon request.

Subcontractor agrees to maintain general liability insurance, or self-insurance, in the minimum amount of \$1,000,000 per claim or occurrence, \$3,000,000 aggregate, for its employees, agents, and servants with an insurance carrier acceptable to the County. Client shall furnish the County, upon request, with a certificate of insurance or other written document reasonably satisfactory to the County as evidence of its insurance coverage in full force and effect.

14. **Notices:** All notices to the County in connection with this Agreement shall be sent to:

Trial Court Administration
Attn: Sierra Kellen

400 W. State Street, Suite 215
Rockford, IL 61101

All notices to Subcontractor in connection with this Agreement shall be sent to:

Remedies Renewing Lives
Attn: Karen Gill
220 Easton Parkway
Rockford, IL 61108

15. **Force Majeure:** Anything to the contrary notwithstanding, the parties to this Agreement shall not be liable, nor shall any credit or other remedy be extended, for the parties' failure, in whole or in part, to fulfill their obligations under this Agreement where such failure arises from or in connection with causes beyond the parties' control, including, but not limited to, acts of God, flood, extreme weather, fire or other natural calamity, terrorist attacks, any law, order, or regulation or action of any governmental entity or civil or military authority, power or utility failure, national emergencies, riots, wars, strikes, lock-outs, work stoppages, or other labor difficulties (each a "Force Majeure Event"). If a Force Majeure Event occurs during the term hereof, the parties shall be excused from performance hereunder.

16. **Entire Agreement:** This Agreement constitutes the sole, full and complete Agreement by and between the parties with regard to the subject matter of this Agreement. No amendments, changes, additions, deletions, or modifications to or of this Agreement shall be valid unless reduced to writing and countersigned by the parties. This Agreement supersedes and cancels any previous agreement, whether written or oral, entered into between the parties related to the subject matter hereof. All terms of this Agreement which by their nature have continuing effects shall survive the termination or expiration of this Agreement.


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

18. **Invalidity.** If any term, provision or condition contained in this Agreement is held to be invalid or unenforceable, to any extent, the remainder of this Agreement (or the application of the term, provision or condition to persons or circumstances other than those in respect of which it is invalid or unenforceable) shall not be affected thereby, and each and every other term, provision and condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

19. **Headings:** The headings contained in this Agreement are inserted solely for convenience of reference and do not constitute a part of this Agreement, nor do they affect its meaning, construction or effect.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the date indicated above.

THE COUNTY OF WINNEBAGO

By: _____

REMEDIES RENEWING LIVES

By: _____

**PERSONNEL &
POLICIES
COMMITTEE**

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

Sponsored by: David Fiduccia

Submitted by: Personnel and Policies Committee

2020 CR

**RESOLUTION AUTHORIZING THE GALLAGHER PHARMACY CONSULTING SERVICES PROPOSAL TO
CONDUCT A PHARMACY BENEFIT MANAGER (PBM) PROCUREMENT AND CONTRACT NEGOTIATION
EFFECTIVE JANUARY 1, 2021.**

WHEREAS, the County of Winnebago, Illinois, offers a self-insured Co-Pay/POS and High Deductible medical plans to active employees and retirees; the County has a Pharmacy Benefit Manager (PBM) contract administered through Employers Health Coalition and OptumRX; and,

WHEREAS, the County's Benefit Consultant has reviewed submitted proposals for the Pharmacy Benefit Manager administration in 2021; and the

WHEREAS, the County's Benefit Consultant recommends engaging the Gallagher pharmacy consulting team in 2020; and

WHEREAS, Gallagher has proposed the following consulting fee of \$35,000 to Winnebago County for the PBM Procurement and Contract Negotiation in 2020. There will be no direct out-of-pocket expenses to Winnebago County for the projects outlined in the fee table below. Gallagher has developed an approach whereas we require the winning PBM to incorporate our consulting fees into their bid. Winnebago County will only pay Gallagher's fee directly in the event that:

- 1) Winnebago County prefers to pay in this manner, or
- 2) Winnebago County decides to extend their PBM contract negotiating separately outside of this RFP procurement, or
- 3) Winnebago County signs a PBM contract for less than three years, or
- 4) Winnebago County contracts with a PBM or carrier outside of the Gallagher procurement, or
- 5) Winnebago County selects a PBM or carrier that has not agreed to include Gallagher's consulting fees.

WHEREAS, the Personnel and Policies Committee of the County Board for the County of Winnebago, Illinois has reviewed the renewal and recommends that the County Board authorize execution of an agreement with Gallagher's Pharmacy Consultant for the PBM procurement and contract negotiation for the self-insured Co-Pay/POS, PPO and HDHP medical plans for the year January 1, 2021 through December 31, 2023.

NOW, THEREFORE BE IT RESOLVED, by the County Board of the County of Winnebago, Illinois that the Winnebago County Board Chairman is hereby authorized to execute an agreement effective May 15, 2020 with Gallagher's Pharmacy Consulting Services, for PBM Procurement and Contract Negotiation.

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

Respectfully Submitted,
PERSONNEL AND POLICIES COMMITTEE

AGREE

DISAGREE

DAVID FIDUCCIA, CHAIRMAN

DAVID FIDUCCIA, CHAIRMAN

ANGIE GORAL

ANGIE GORAL

JOE HOFFMAN

JOE HOFFMAN

DAVID KELLEY

DAVID KELLEY

DOROTHY REDD

DOROTHY REDD

JIM WEBSTER

JIM WEBSTER

The above and foregoing Resolution was adopted by the County Board of the County of Winnebago, Illinois this ____ day of _____ 2020.

FRANK HANEY

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

ATTESTED BY:

LORI GUMMOW

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



Insurance | Risk Management | Consulting

Pharmacy Consulting Services Proposal for:

Winnebago County

February 3, 2020

Proposal Submitted by:

Jennifer McMurray, PharmD., CBP
Pharmacy Consultant, Gallagher Pharmacy Practice
Tel: 847-273-3956
Email: Jennifer_McMurray@ajg.com



Insurance | Risk Management | Consulting

125-310 Village Boulevard
Princeton, NJ 08540
USA

February 3, 2020

Dear Winnebago County,

On behalf of Arthur J. Gallagher's Pharmacy Practice, I want to thank you for the opportunity to submit this proposal for Pharmacy Consulting Services to Winnebago County.

As you review our offering, it will be clear that we are the ideal consultant to support Winnebago County with your pharmacy benefit consulting needs. We are excited to engage in this partnership with your organization and we are prepared to begin our work when you are ready to proceed. We look forward to serving your organization with distinction by working on your behalf to advance and protect your interests in the pharmacy benefit market.

If you have any questions, please contact me at 847-273-3956 or Jennifer_McMurray@ajg.com.

Sincerely,

A handwritten signature in black ink, appearing to read 'Jennifer McMurray'.

Jennifer McMurray, PharmD., CBP
Pharmacy Consultant
Gallagher National Pharmacy Practice
Tel: 847-273-3956
Email: Jennifer_McMurray@ajg.com

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OUR DIFFERENTIATORS

Below are several key factors that differentiate Gallagher within the pharmacy consulting industry, making us the best partner to meet your strategic goals:

- **Our People and Experience**—The Gallagher team brings years of results-oriented consulting experience and expertise from every corner of the PBM industry. Given our inside expertise Pharmacy Benefit Managers (PBM), we are especially skilled in PBM contracting, auditing, pricing, underwriting, rebate negotiations, and clinical program development.
- **Our Unique RFP Process**—Gallagher offers an industry-leading RFP process that optimizes financial and qualitative outcomes for our clients. By carefully analyzing the fine print and uncovering potential “pricing optics” up front, we ensure that the selected vendor’s contract is built from a high level of integrity from its inception. Because our client base is so diverse, our RFP tools are designed to be flexible and customizable to support any unique aspect of our clients’ plans, be it consumer-directed health (CDHP) designs, point-of-sale rebates, pass-through financial arrangements, or the carve-out of select PBM services.
- **Our Superior Data Tools** – Gallagher has developed an industry-leading data and analytics tool that allows for Gallagher to receive claims data from our clients’ PBMs in an automated fashion, and then analyze pharmacy data to produce an entire library of key pharmacy management reports to help our clients manage the clinical and financial performance of their programs. Separately, we maintain a database of all key financial parameters from our client’s PBM agreements that, when coupled with our data warehouse, provide the foundation for our advanced auditing capabilities. We regularly make updates to the tool and we employ the highest levels of data security to protect our clients’ data.
- **Our Strong Vendor Relationships**—Gallagher maintains long-standing, cooperative, and professional relationships with all vendors in the marketplace—from the smaller PBMs to the largest—including unique specialty vendors. We take pride in treating vendors fairly while advocating tirelessly for our clients. It is because of this that we are able to establish positive working relationships with C-suite level leaders within every major PBM in the industry. We do not hesitate to leverage these relationships to benefit our clients.

THE WINNEBAGO COUNTY PHARMACY ACCOUNT TEAM

The following Gallagher team members will provide primary support to Winnebago County, and the team will coordinate with additional resources to ensure that all needs are met.

Relationship Manager

Mike Parrott

Lead Pharmacy Consultant

Jennifer McMurray, PharmD, CBP

Clinical Lead:

Brad Daignault, Pharm.D

Finance & Analytics

Hilary Sanberg, AVP of PBM
Pricing and Analytics

PBM Audit Lead:

Karen Mitchell, AVP of
Employer Audits

Jennifer McMurray, Pharm.D., CBP

Pharmacy Consultant, Pharmacy Benefit Consulting

➔ **Lead Pharmacy Consultant:** Responsible for Winnebago County satisfaction with Gallagher's services, and will provide strategic oversight and guidance throughout the engagement(s) and relationship.



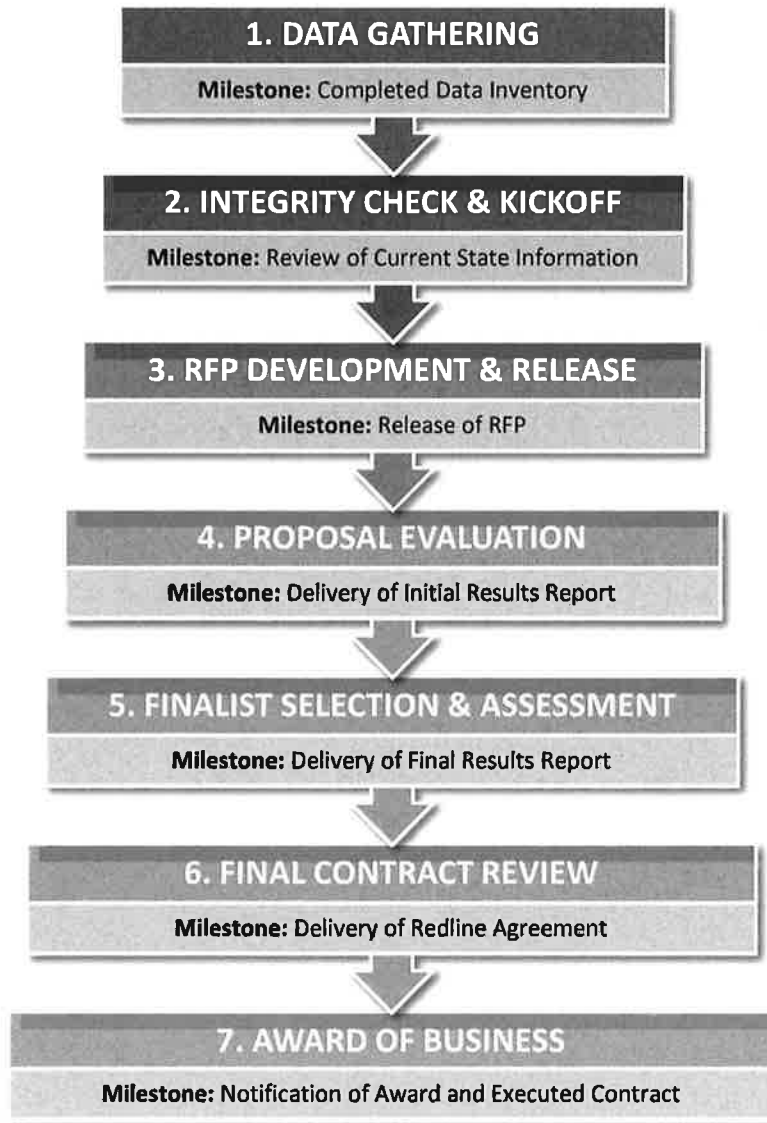
Jennifer McMurray is a Pharmacy Consultant for the Gallagher Pharmacy Practice for Arthur J. Gallagher which specializes in pharmacy strategy, the evaluation and procurement of PBM services, and auditing. Specific services include financial analysis, RFP and contract review, claims auditing, clinical/formulary review, training and education, and consulting services for pharmacy initiatives.

Jennifer has 20 years of experience in pharmacy benefit management as well as total rewards employer benefits. Prior to joining Gallagher, she was Director of Strategy & Planning-Total Rewards for Walgreens, the country's largest pharmacy retailer, where she was responsible for the strategy, planning, implementation, and communication of the healthcare benefits, health & wellness and programs/services for the 250,000 Walgreens team members and their families. Previously, she was Vice President of Clinical Sales/Consulting for Walgreens Health Initiatives (WHI), Pharmacy Benefit Management division of Walgreens, where she was on the executive sales leadership team, responsible for driving the overall strategy for WHI's clinical programs within her team of Clinical Directors across the country. In addition, she was Director of Consultant Relations responsible for educating the consultant community on WHI's products and services. She was also the Clinical Director responsible for identifying and managing WHI's client specific clinical needs. Her areas of focus included analyzing prescription medication trends and assessing cost-containment management strategies (prior authorization, step care therapy, drug utilization review, Specialty pharmacy, formulary analysis, etc.)

Jennifer received her Pharm.D. from the University of Illinois at Chicago. She is also a Certified Benefits' Professional.

PHASE I: PBM PROCUREMENT AND CONTRACT NEGOTIATION

Gallagher offers an industry-leading PBM procurement process, specifically designed by former PBM underwriters and professionals to optimize RFP outcomes for our clients. The following diagram provides a high-level overview of our market-tested approach for PBM procurement.



1. Data Gathering

Once our engagement is confirmed, Gallagher will begin gathering the client data necessary to support the project work at hand. These data elements may include the following:

- Current PBM service agreement
- Plan design information
- Claims data (most recent 12-24 months)
- Rebate reconciliation report
- Network reconciliation report
- Member/employee headcounts

We have developed a structured information gathering approach that we utilize to obtain the information above. Client involvement in the data gathering process is typically minimal. Gallagher will work closely with your PBM to obtain most of the information and data needed. Please be advised that the delivery of this data may require formal approval and documentation and/or the execution of a Confidentiality Agreement or Non-Disclosure Agreement by one or more of the parties involved in the data exchange.

2. Integrity Check & Kickoff

Once data gathering is complete, Gallagher will perform a detailed review of your current PBM contract and recent program performance (typically the past 12 months). This analysis will provide a baseline of the performance and integrity of your current arrangement with your PBM. The Integrity Check process is a critical first step in the process, prior to embarking on the formal RFP. It will provide Gallagher and Winnebago County with a clear view of the current arrangement, and will help us identify the specific areas that may need to be addressed or enhanced through the RFP. These may include:

- Contract language that is no longer market-competitive.
- Desirable contract terms that may be missing (Market Check, Management Credits, etc.).
- Performance of the PBM against existing contractual targets
- Areas for potential audit or deeper analytic review.

Gallagher will conduct a formal kickoff discussion for the RFP process, if needed. Key elements of the meeting will include:

- Confirmation of objectives, overall RFP approach, evaluation and selection criteria, proposal scoring methodology for the RFP.
- Discussion of unique business or legal requirements that Winnebago County may wish to include in the RFP.
- Review of a detailed project plan and timeline, including responsibilities and milestones.
- Socialization of the RFP process with any other internal Winnebago County stakeholders or teams, as needed (i.e. Winnebago County Legal, Procurement, or Finance).
- Identification of appropriate bidders for inclusion in the RFP process, based on the unique needs and characteristics of Winnebago County.
- Confirmation of protocols for communication between Gallagher, bidders, and Winnebago County stakeholders (i.e. Gallagher handles all bidder interaction).

This planning meeting will ensure a thorough understanding of Winnebago County's project objectives, constraints, and desired outcomes at the outset of the RFP process.

3. RFP Development & Release

Our RFP tool is industry leading. We begin with a standardized, tested RFP template that represents the culmination of our decades of experience in PBM underwriting and negotiation. We then customize this template to capture Winnebago County's unique characteristics as a client, including business requirements, corporate culture, and program objectives.

Our RFP includes a detailed catalogue of specific technical requirements designed to eliminate pricing gameplay and optimize the financial outcome for Winnebago County. Our financial and bidding requirements are all structured using "contract-ready" language, allowing us to directly translate and "pull-through" the commitments that bidders make in the RFP to the final service agreement. In addition, Gallagher requires that the PBMs provide an executable contract prior to final vendor selection. This significantly reduces the amount of time and effort required for final review and execution of the resulting agreement.

The RFP is comprehensive, and will address all financial and qualitative aspects of the vendor offerings to Winnebago County, including:

- | | |
|-----------------------------------|--------------------------------------|
| ▪ Pricing & Financial Terms | ▪ Account Services |
| ▪ Business Requirements | ▪ Member Services |
| ▪ Legal Requirements | ▪ Plan Management Tools & Innovation |
| ▪ Utilization Management Approach | ▪ Data Security & IT |
| ▪ Specialty Management Strategy | ▪ Audit Rights |
| ▪ CDHP Integration & Support | ▪ Service Performance Guarantees |

Gallagher will manage the release of the RFP using our secure delivery system. We can coordinate with client stakeholders as needed to align with any internal procurement protocols that might be relevant to the PBM RFP process (i.e. use of a specific delivery platform, proposal retention procedures, etc.).

4. Proposal Evaluation

Gallagher will conduct a comprehensive evaluation of the quantitative and qualitative aspects of all RFP responses.

Bidder financial proposals will be evaluated using our proprietary pricing evaluation model. As part of this process, Gallagher's financial experts will:

- Use Winnebago County's historical claims data to develop baseline cost projections under the current financial arrangements.

- Evaluate bottom-line project costs under each bidder's proposed financial offer, using forecasting assumptions recommended by Gallagher.
- Develop a line-items comparison of financial offers by each financial guarantee component.
- Identify all deviations from the financial requirements, and incorporate the financial impact of these deviations into our financial results.
- Quantify and assess any proposed credits, allowances, or other financial incentives offered by each bidder.

In addition to the financial evaluation described above, Gallagher will conduct a detailed qualitative evaluation of bidder proposals. Under our qualitative assessment, Gallagher will:

- Evaluate bidders' compliance with minimum vendor requirements and performance guarantees.
- Evaluate the full range of bidders' services and capabilities based on Winnebago County's requirements including account service, member service, clinical management, specialty drug management, etc.
- Assess and quantify the member disruption associated with each bidder's proposed formulary strategy, including detail on the most highly-utilized impacted drugs.
- Assess and quantify the member disruption associated with the unique composition of each bidder's proposed retail network.
- Assess each vendor's proposed performance guarantees against best-in-class comparators.

At the completion of this evaluation process, Gallagher will produce and deliver an **INITIAL RESULTS REPORT** to Winnebago County via a conference call. Our report will include Executive Summary content, suitable for distributing the initial findings to key stakeholders within your organization.

5. Finalist Selection & Assessment

During the Initial Results Meeting, Gallagher will facilitate the selection of finalist bidders for the remainder of the process. We will work with Winnebago County to select finalists that possess the qualifications and capabilities to be a suitable vendor partner for your organization. During this meeting, we will:

- Help Winnebago County select two finalist bidders for continued negotiation.
- Highlight specific areas that we believe are suitable for further negotiation with finalists.
- Determine appropriate follow-up questions for the finalists.
- Agree on timing and logistics for the scheduling the finalist meetings.
- Confirm next steps for reference checks.

Gallagher will also coordinate and facilitate finalist interview meetings, including the following:

- Develop meeting agendas and schedule meetings.
- Hold calls with each finalist to prepare them for the meeting.
- Solicit and evaluate “Best-and-Final Offers” (BAFOs), including enhancements to financial and qualitative commitments for each finalist proposal.
- Conduct PBM client reference check calls on behalf of Winnebago County, and report back on findings (if desired, Gallagher can arrange for Winnebago County to conduct these directly).
- Present updated evaluation results to Winnebago County in a **FINAL RESULTS REPORT** before finalist meetings.
- Facilitate finalist meetings.
- Debrief with Winnebago County to determine follow-up and next steps.
- Support the development of any required management presentations, to facilitate the internal decision-making process within your organization.

6. Final Contract Review

Gallagher will conduct a final contract review of the finalist bidder service agreements, to ensure that all of contractual commitments made during the RFP process are correctly incorporated into the proposed contract draft. We have negotiated many contracts with the PBMs and other ancillary vendors (retail network providers, specialty vendors, claims processors, clinical vendors) and are very familiar with their standard contracts, as well as contracting best practices that will be incorporated into the agreement(s).

During our contract review, Gallagher will provide detailed redline versions of the service agreement to Winnebago County, and will meet with Winnebago County to review these documents and discuss strategies for final negotiation and resolution of any issues identified in our review. Please note that Gallagher is not a law firm, and as such our review of the service agreement will focus on technical, financial, and operational aspects of the vendor arrangement. We recommend that you have your corporate legal staff (or suitable outside counsel) conduct a parallel review of the agreement to address any legal or business concerns that your organization may have.

7. Award of Business

Once award of business is confirmed by Winnebago County, Gallagher will notify all bidders of the award decision, concluding the RFP process. At Winnebago County’s discretion, Gallagher will conduct bidder debrief discussions with all bidders on Winnebago County’s behalf, to help each vendor understand the rationale for the final award decision.

CONSULTING FEES

There will be no direct out-of-pocket expenses to Winnebago County for the projects outlined in the fee table below. We have developed an approach where we require the winning PBM to incorporate our consulting fees into their bid. Winnebago County will only pay our fees directly in the event that:

1. Winnebago County prefers to pay in this manner, or
2. Winnebago County decides to extend their PBM contract negotiating separately outside of this RFP procurement, or
3. Winnebago County signs a PBM contract for less than three years, or
4. Winnebago County contracts with a PBM or carrier outside of the Gallagher procurement, or
5. Winnebago County selects a PBM or carrier that has not agreed to include Gallagher's consulting fees

Service Component	Consulting Fee
PBM Procurement and Contract Negotiation <i>Includes 4 PBMs with two finalists.</i> <i>Any additional respondents would be \$5,000 per vendor.</i> <i>Includes one onsite visit for finalist meetings.</i>	\$35,000

Project Change Control

In the process of engagement, additional work may be required based upon discovery or changes requested by Winnebago County. If variations from the original Scope of Work are deemed necessary and material, a mutually agreed-upon change request addendum will be created. Gallagher will provide a change request addendum for Winnebago County to review and sign before any work outside the original scope is performed or additional expenses are incurred or invoiced to Winnebago County.

Confidentiality

Gallagher agrees to maintain, as strictly confidential, all information relating to Winnebago County. Winnebago County's information is proprietary to Winnebago County and shall be used solely by Gallagher in connection with the services set forth in Agreement. Gallagher will execute the appropriate Confidentiality/Non-Disclosure Agreements deemed necessary to complete the project.

Liability

Under no circumstance will Gallagher be liable to Winnebago County for costs of procurement of substitute goods or services; lost profits; lost sales or business expenditures; investments; or commitments in connection with any business, loss of any goodwill, or for any indirect, special, incidental, or consequential damages arising out of or related to this agreement or use of Gallagher's services, however caused, on any theory of liability, and whether or not Gallagher has been advised of the potential of such damage.

CLIENT SIGNATURE

Agreed to by:

Printed name

Company

Signature

Date

UNFINISHED BUSINESS

NEW BUSINESS



Executive Summary

Date: May 12, 2020

From: County Board Chairman Frank Haney

Topic: **Board Appointment**

State of Illinois Public Act 099-0634 requires disclosure of appointments to local public entities.

County Code Chapter 2, Article II, Division 4, Section 2-88 states, "The chairman shall make all appointments to commissions, boards, authorities, or special districts with the advice and consent of the county *board*, or as otherwise provided by law."

Recommendation: County Board Chairman Frank Haney recommends the following person(s) to serve as County appointees.

.....

Mike Schablaske of Rockford, Illinois, to serve a 5-year term on the Harlem Cemetery Association Board.

About the Chicago Rockford International Airport Board	
Location:	2 Airport Circle, Rockford, IL 61109
Service Description:	Provides passenger service, cargo facilities, general aviation services with lease of property for commercial and industrial facilities
Board Composition:	Seven Members 2 appointed by the Winnebago County Board Chairman with the advice and consent of the County Board
Origin of Entity:	Airport Authorities Act passed in 1946
Property Tax/Funding:	Funded through property taxes, charges for services, replacement tax and lease income
Consolidation/ Dissolution Plan:	<i>If applicable</i>
Compensation:	None

Mike Schablaske
1354 Brown Hills Road
Rockford, IL 61107
(815) 978-1151

Key skills

Partner alignment
Strategic planning and reporting
Financial and tax planning

Work Experience

September 2018 to present – Self-employed
Providing financial and strategic planning for private businesses and individuals, support investor and lender relationship management.

June, 2013 to June, 2018 – Executive Director, Transform Rockford
Led a regional movement to drive improvement through partner alignment, strategic planning and use of organizational best practices in a community setting.

September, 2007 to December, 2012 – Corporate Finance Director, Woodward
Responsible for tax, treasury and investor relations functions. Led and supported several acquisition efforts, supported company-wide planning, reporting.

December, 2006 to September, 2007 – Tax Director, Solo Cup Company
Responsible for corporate tax function, resolved financial and tax audit issues, established reporting to keep new ownership aware of key issues.

January, 2005 to December, 2006 – Tax Director, Woodward
Responsible for corporate tax function, established relationships with operations to enable several impactful tax planning projects.

September, 2001 to January, 2005 – Tax Planning Director, IMC Global (now The Mosaic Company)
Led multi-function teams responsible for planning and executing several projects with significant tax impacts.

Mike Schablaske
1354 Brown Hills Road
Rockford, IL 61107
(815) 978-1151

December, 1999 to September, 2001 – Manager/Sr. Tax Manager, RSM
Provided tax compliance, tax planning and supported financial and tax audits of corporate and individual clients. Established significant client savings projects.

March, 1991 to July, 1999 – Senior Tax Analyst/Tax Supervisor/Corporate Accounting Manager, Sundstrand Corporation (now Collins Aerospace)
Provided tax compliance, audit defense and tax planning for industrial and aerospace businesses. Added responsibility for corporate division accounting, stock benefit management, shareholder services.

March, 1989 to March, 1991 – Tax Analyst, The Marmon Group
Provided corporate income tax compliance and supported tax planning for a variety of industrial businesses.

July, 1985 to March, 1989 – Tax Intern/Tax Accountant, Sundstrand Corporation (now Collins Aerospace)
Prepared corporate income tax returns and supported various corporate accounting functions.

Education

Masters in Taxation – DePaul University (2005)
Bachelor of Science, Accounting Major – Rockford University (1987)
Pecatonica High School Graduate (1983)

Other Current Community Board Involvement

Woodward Charitable Trust
Rockford University
Northern Illinois Center for Non-Profit Excellence



Executive Summary

Date: May 12, 2020

From: County Board Chairman Frank Haney

Topic: **Board Appointment**

State of Illinois Public Act 099-0634 requires disclosure of appointments to local public entities.

County Code Chapter 2, Article II, Division 4, Section 2-88 states, "The chairman shall make all appointments to commissions, boards, authorities, or special districts with the advice and consent of the county *board*, or as otherwise provided by law."

Recommendation: County Board Chairman Frank Haney recommends the following person(s) to serve as County appointees.

.....

Tom Dal Santo of Rockford, Illinois, to serve a 5-year term on the Harlem Cemetery Association Board.

About the Chicago Rockford International Airport Board	
Location:	2 Airport Circle, Rockford, IL 61109
Service Description:	Provides passenger service, cargo facilities, general aviation services with lease of property for commercial and industrial facilities
Board Composition:	Seven Members 2 appointed by the Winnebago County Board Chairman with the advice and consent of the County Board
Origin of Entity:	Airport Authorities Act passed in 1946
Property Tax/Funding:	Funded through property taxes, charges for services, replacement tax and lease income
Consolidation/ Dissolution Plan:	<i>If applicable</i>
Compensation:	None



Executive Summary

Date: May 10, 2020

From: County Board Chairman Frank Haney

Topic: **Board Appointment**

State of Illinois Public Act 099-0634 requires disclosure of appointments to local public entities.

County Code Chapter 2, Article II, Division 4, Section 2-88 states, "The chairman shall make all appointments to commissions, boards, authorities, or special districts with the advice and consent of the county *board*, or as otherwise provided by law."

Recommendation: County Board Chairman Frank Haney recommends the following person(s) to serve as County appointees.

.....

Thomas Ewing of Rockford, Illinois, 61114 to serve a 2-year term from May 2020–May 2022 on the Board of Review.

About the Winnebago County Board of Review	
Location:	County Administration Building, 404 Elm Street, Rockford, IL 61101
Service Description:	Provides property owners a venue to resolve assessed value complaints. Serves as the final local administrative review for assessment complaints.
Board Composition:	Three trustees appointed by the Winnebago County Board Chairman with advice and consent of the County Board. No more than two of the Board Members may be affiliated with the same political party.
Origin of Entity:	Property Tax Code 35 ILCS 200 Section 6 and Section 16
Property Tax/Funding:	Funded through the General Fund which includes property tax revenue.
Consolidation/ Dissolution Plan:	<i>None Known</i>
Compensation:	Each Board member receives \$27,000 per year. The Chairman receives \$30,000 per year. They are paid bi-weekly.

Bradley Lindmark
Curriculum Vitae
April 20, 2020

CAREER SUMMARY

Thirty- four year's experience in sales and marketing management. A proven sales leader growing sales with existing customers and developing new customers by working with sales marketing teams to understand their growth strategies to delivery new products and solutions throughout their supply chain. Develop talent and lead teams in expanding business opportunities by solving the customer's problems while selling value. Work with management, purchasing, engineering, and floor personnel to better understand their needs and work with sales team for solutions and provide overall value for the customer which leads to sales growth. A firm believer in listening to the customer and finding solutions to their problems through team work and selling overall value. Establishing strong business relationships while promoting company mission and value to all stakeholders.

CAREER HISTORY

Sept. 2019 - Present

Regional Sales Manager, Forest City Gear

Develop sales strategy and expand current customer base.

Create sales plan for all regions in United States while expanding aerospace, defense, outer space, robotics, and industrial markets.

Jan. 2018- Sept. 2019

Director of Sales and Marketing, American Metal Technologies

Develop sales strategy for non-automotive customers.

Create sales and marketing plan for our plant in Ohio while managing sales representatives.

Bring in new customers in the non-automotive sector. Brought in two new customers and two million dollars in new business within 6 months. Achieved by listening to the customers problems and providing solutions and overall value.

May 1990-Jan 2018

Sales and Marketing Manager, Top Die Casting Company

Develop sales strategy for 4 direct salesmen and 12 sales representatives.

Personally managed \$27 million in annual sales while increasing sales by \$7 million in 3 years by selling overall value.

Interact with Directors, Purchasing, Engineers, and Manufacturing Operations for opportunities, applications, and design of products.

Negotiated price increases and long-term agreements with key customers.

Developed largest customer from zero to \$8.1 million in annual sales over a 110 year period.

Served on Supplier Council for our largest customer.

EDUCATION

Associate Degree in Marketing, Rock Valley College

Oct. 1984

SKILLS

Sales Development Leadership CAT certified Green Belt Communication Customer Relations Cross Functional Collaboration

Team Building CAT Certified Business Strategy

PERSONAL

Married or 32 years with two children

Founder and President of the Greg Lindmark Foundation

President of Stateline Pony Baseball League for 4 years covering the Roscoe, Rockton, and S. Beloit area.

OPTAVIA Health Coach

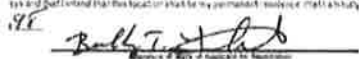
Member of USSSA Softball Hall of Fame Committee and was inducted into Hall of Fame in 2003

CERTIFICATION

**STATE OF ILLINOIS
WINNEBAGO COUNTY
ELECTION AUTHORITY**

I, Lori Gummow, County Clerk of the county of Winnebago in the state of Illinois, keeper of the records and files thereof, do hereby certify that the following is a true and correct certification of the registration record of:

BRADLEY T LINDMARK

Notary Public in and for the State of Illinois, My Commission Expires 12/31/2021

BRADLEY T. LINDMARK

VOTER INFORMATION

ADDRESS: 8325 E CROCKETT RD
ROSCOE, IL 61073

TOWNSHIP/PRECINCT: ROSCOE 9
BIRTH DATE: 12/26/1963
DATE REGISTERED: 10/03/1998
STATUS: A

ELECTION INFORMATION

2020 General Primary REP
2018 General Election
2017 Consolidated Election
2016 General Election
2016 General Primary REP
2014 General Election
2014 General Primary REP
2012 General Election
2012 General Primary REP
2010 General Election
2010 General Primary REP
2008 General Election
2008 General Primary REP
2007 Consolidated Election
2006 General Election
2004 General Election
2004 General Primary REP

All which appears from the records and files of said Election Authority. Given under my Hand and Official Seal at Rockford, Illinois - 04/27/2020.

Lori Gummow
County Clerk